Sunset, UT

Regular City Council Meeting

Tuesday, October 19, 2021 at 6:30 pm

PUBLIC NOTICE IS HEREBY GIVEN that the Sunset City Council will hold a regular meeting at the date and time noted above. It will be held in the Council Chambers of the Sunset City Office Building, 200 West 1300 North, Sunset, Utah.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. If you wish to have an item placed on the agenda, contact the Sunset City Recorder at 801-614-9103.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Sunset City Offices, (801) 825-1628, at least 48 hours in advance of the meeting.

REGULAR SESSION

1. **CALL TO ORDER & WELCOME by Mayor Madsen**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE by Council Member Macfarlane**
3. **APPROVAL OF MINUTES - September 21, 2021, October 5, 2021 and October 14, 2021**
4. **PUBLIC COMMENTS**
   Each person desiring to make comments will have 3 minutes. Please state your name.
5. **Recognize Police Officer Duane Arbogast for 15 years of service with Sunset City**
   As of September 10, 2021, Officer Duane Arbogast has served Sunset City for 15 years.
6. **Consider Resolution 2021-14 approving the Development Agreement for the Sunset Town Center, A Mixed Use Condominium**
7. **Mayor, Council and Department Head reports**
8. **Adjourn the regular session and move into the work session**

WORK SESSION

9. **Discuss the annual Sunset Senior Citizen Christmas Luncheon**
10. **Discuss the America Rescue Plan Act (ARPA) funding and expenditures**
11. **Adjourn -**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in accordance with Utah State Code Annotated 52-4-202(3) and provided to the Standard Examiner.

Susan R. Hale, Recorder

Sunset, UT

Regular City Council Meeting

Minutes

Tuesday, September 21, 2021 at 6:30 pm

PUBLIC NOTICE IS HEREBY GIVEN that the Sunset City Council will hold a regular meeting at the date and time noted above. It will be held in the Council Chambers of the Sunset City Office Building, 200 West 1300 North, Sunset, Utah.

ATTENDEES: Mayor D Howard Madsen, Council Members Chad Bangerter, Beverly Macfarlane, Nakisha Rigley, Nancy Smalling and Scott Wiggill.

Employees Recorder Susan R. Hale, Treasurer/Office Manager Linda Youngdell, Police Chief Ken Eborn and Public Works Director Jason Monroe.

Others Present: Planning Commissioner Scott Stevenson, Mark Shepherd of Shepherd Realty Group and Mark Clifford of JAG Properties.

REGULAR SESSION

1. **CALL TO ORDER & WELCOME by Mayor Madsen**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE by Council Member Rigley**
3. **APPROVAL OF MINUTES - July 20, 2021, August 3, 2021, August 17, 2021, September 7, 2021**

   Minutes:
   Council Member Rigley made a motion to approve the minutes of July 20, 2021, August 3, 2021, August 17, 2021 and September 7, 2021 as presented. Council Member Wiggill seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

4. **PUBLIC COMMENTS**

   Each person desiring to make comments will have 3 minutes. Please state your name.

   Minutes:
   There were none.

5. **Consider proposal from JAG Properties for a cross easement agreement on the Sunset City Building entrance from 250 West to allow access to the proposed townhomes access road**

   Minutes:
   Mark Shepherd said a conditional use for the townhome project has been approved, but there is an issue with the City Building's driveway being used as the access to it. It is not unusual to have a cross access agreement between the parties. Clearfield City has one with the neighboring Town Square property because people driving on 200 South cut through the Town Square property, then through the Clearfield City Building

parking lot to Center Street. Traffic to the Sunset Townhomes will use the Sunset City Building's entryway and parking lot, so there will be wear on the asphalt. There is a horrible slope on the west entrance and they had heard the City had budgeted for a grade change, so they have had their engineer draft the change. The reduction is not in their budget, but they paid for the engineering on it. They decided to put a sidewalk, curb and gutter on the north end of their property so there would be a walking path from 250 West to the Veterans Park. It is not their intention to have the residents of the townhomes go through the police parking lot to their homes; they will enter from the west. However, to prevent any use of that parking lot, they could gate it.

Mr. Shepherd was informed the grade change was not in the City's budget. Council Member Bangerter said, once the Veterans Park is built, the entryway will be used by the public anyway so he doesn't believe there will be a problem with the 13 townhome residents using it. Mayor Madsen mentioned the possibility of turning the City Building driveway into a City street. He is concerned about the conflict of traffic going through the police parking lot or kids riding their bikes on it and an officer having to leave quickly for an emergency and other such issues. Mr. Shepherd wondered if 13 homes would really make much more of an impact when the park is built. HOA rules, signs, etc. were discussed to keep the townhome residents from using the parking lot for an access, but everyone knew they would use it anyway. Blocking off the north side of the west parking lot so the police could go in and out of the south (1300 North) entrance and the residents could use the west (250 West) entrance was discussed. They discussed snow removal and they will plow their snow into the cul-de-sac at the end of their access road.

Council Member Bangerter mentioned in order to build the Veterans Memorial Park, they will need sidewalks, curb and gutter installed along with reducing the elevation in the roadway. There is benefit to the City in being able to get that done when the condo development goes in. Traffic through the police parking lot is still a problem and Chief Eborn was asked how he felt about it. Chief Eborn does not like the idea of more traffic through the parking lot because it is too narrow, as is. When Court goes back to in person, the parking lot will be full on Thursdays and any extra traffic becomes a problem. He would say to at least gate the parking lot with removable gates to see how it goes. Signage was also discussed.

When the conversation got back to reducing the slope of the access, it was asked who was going to pay for the construction of the lower driveway. Mr. Shepherd replied JAG Properties would pay for the engineering of it, which they already had, and would anticipate the City would pay for the actual work since they would be using it, also. Recorder Hale mentioned whenever another development has come in, the developer pays for the structural changes needed in order for their development to happen. Public Works Director Monroe said the City does not have it budgeted, but when they last talked about it, he got a cost estimate from the City Engineer and it is about $110,000. Mr. Clifford said they could just leave the slope the way it is because it was just an option and not mandatory for their project. Council Member Bangerter said

they could also get an estimate with their project on doing the work to see how much they could get it done for.
Council Member Wiggill made a motion to approve doing a cross easement agreement on the Sunset City Building entrance with installing curb & gutter on the north side of the driveway, rounding off the curb on the north side of the driveway, rounding the curb on the south side of the driveway with the Council's permission, blocking off the north side of the police department parking lot, getting a cost estimate on reducing the slope of the driveway and obtaining the approval of the City Engineer on the driveway design changes. Council Member Bangerter seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

6. **Consider appointing Mike Rigley as an Alternate Planning Commissioner**

Minutes:
Planning Commissioner Stevenson reported the Commissioners met with Mike Rigley during their last meeting. Mr. Rigley has a Bachelor's degree in Geography, but he did some work on connective streets and city planning during his schooling. The Commissioners were concerned that his wife is a Council Member and if he was made a voting member during an item that would go before the Council for approval there would be a conflict of interest. It was decided if Mr. Rigley voted on an item, Council Member Rigley would need to recuse herself from voting on the same item. The Commissioners recommended appointment of Mike Rigley as an Alternate Commissioner.
Council Member Wiggill made a motion to appoint Mike Rigley as an Alternate Planning Commissioner with the condition Council Member Rigley recuse herself on items Commissioner Rigley votes on. Council Member Macfarlane seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Smalling and Wiggill voting yes (Council Member Rigley had recused herself).
Council Member Bangerter asked that the City Attorney be contacted to see if either of them had to fill out the conflict of interest form.

7. **Consider holding a joint Planning Commission/City Council work meeting on Thursday, October14, 2021**

Minutes:
Planning Commissioner Stevenson said they were asked to review the Town Center and Boulevard Mixed Use zones. They don't have a good enough feel for what the Council would like to see in those zones. When the Commissioners have sent something to the Council with their approval the Council has changed it and when they have sent something to the Council without their approval they were reprimanded for it. Therefore they would like to have a work meeting with the Council to capture their vision in planning for the City.
Mayor Madsen said they asked to have it on Thursday, October 14th and he is in favor of it. The rest of the Council agreed. Council Member Bangerter explained the Council changes some things because they are at the forefront of the City and see what

developments are actually happening in the City. They are able to give and take a little to help the developer and that might conflict with what the Planning Commission sees for the City. Commissioner Stevenson responded that the Planning Commission is a recommendation board only. When they forward an item with the recommendation not to approve it, it is because it does not meet what the Planning Commission would like to see. The Council's role is to approve what they want because they know what is going on with the projects and, if it is what they want to see, they should vote for it. It was discussed a little further and Council Member Wiggill stated he did question the Planning Commission and said he knows better what their role is now.

The combined work meeting was scheduled for October 14, 2021 at 6:30 p.m. in the Sunset Room.

8. **Mayor, Council and Department Head reports**

Minutes:

Council Member Wiggill reported the North Davis Fire District Board approved an amendment to the budget after the public hearing. Lehi Fire Chief Craft presented NDFD Chief Becraft with two awards. Chief Becraft was recognized by the Utah State Fire Chiefs Association and the Western Fire Chiefs Association for the work he has done with the State and the Region. He received a plaque and a trophy for his service. He also received a metal to wear on his dress uniform and a ribbon to wear on his daily uniform. After meeting with the State Representatives and Governor, they decided to cancel the NDFD open house for the safety of the first responders with the recent COVID-19 outbreak. He is still waiting on help with things they might need to fully stock the emergency preparedness shelves and trailer.

Council Member Rigley stated the craft event held with the North Davis Communities that Care Coalition was amazing. There were 12 non-profit organizations, 15 crafters or artists and 4 food vendors. She was asked by a lot of people if they were going to do it again next year and many stated their appreciation for showing focus on mental health in the City. The North Davis CTC will also be doing some free classes for strengthening families' relationships in one of Sunset's elementary schools. She thanked Council Member Macfarlane, Council Member Smalling, the Public Works Department and the Police Department for all of their help.

Council Member Smalling said the craft event was very fun and hopes it is done again. The Mosquito Abatement Board met at the Ogden Airport hanger so they could see the airplane and have a year end BBQ. There has been some cases of West Nile Virus, one of them being from Davis County who was hospitalized. They are surprised there haven't been more cases with the large amount of pools that tested positive. They suspect there really are more cases, but people have the symptoms of COVID, tested for it with negative results and sent home. The District will be selling some vehicles and keeping others for next year. She has been working on the Veterans Program and one of the Committee Members asked, with the recent surge in COVID cases, how the Council feels about moving forward with the program. She is still going forward with it

and will see what happens between now and November 11th. She asked if the Council could do a BBQ for the employees, with the Council doing the cooking.
Council Member Bangerter mentioned the North Davis Fire District fire station will be demolished and rebuilt and the department will be housed at the Freeport Center during the construction. The Sunset Board Members were assured the response time to Sunset would still be under the State required time frame. They will still be doing fire education in the schools. It was nice watching Chief Becraft be recognized and given the two awards. He stated he was shocked that JAG Properties wanted the City to pay for the construction of decreasing the slope of the driveway. He is curious to see what cost they come back with. They are able to build the 13th unit because the City is allowing them to use the City Building approach. They could eliminate one unit and put in an entrance next to the City Building's entrance. The Veterans Memorial Park might get a lot of traffic, especially if the theme of the Town Center continues to other properties.
Council Member Macfarlane said the craft fair went really well. She thanked the Police Officers for being there and Public Works Director Monroe for all the help he gave them to make it work. She said Council Member Rigley did a great job doing the advertising, but those who don't have internet didn't know about the fair. Everything else was great, from the kids games to the support of Administration. She hopes they can do it again. Regarding the Veterans Program, she has talked to some seniors who are concerned about this COVID outbreak, so Council Member Smalling may want to take that under consideration. They might want to be thinking about the Senior Christmas Luncheon, also. One option would be to deliver dinner or at least a poinsettia to the senior citizens. It was decided to have a work meeting on this. When she asked when the overnight parking regulations being she was told it is November 15 through March 15.
Police Chief Eborn noticed the auto sales business on the corner of 1675 North and Main Street has paved the back parking lot and moved a lot of cars in back there. He doesn't know what the regulations are on how many they can have on the property, so that will need to be researched. It was discussed and a letter might need to be sent.
Treasurer/Office Manager Youngdell stated they will do the research on the auto sales business and go from there. She asked how the donations for the craft fair were being received and Council Member Rigley replied the CTC paid directly for $700 worth of fees, such as the therapy dog fee, and for the table and chairs rental. Rocky Mountain Power gave the City a grant and Public Works Director Monroe said he would check on that to see when it was coming. Treasurer/Office Manager Youngdell said any money received and/or spent on behalf of the City needs to go through the City. Council Member Rigley said she was gathering the receipts and would turn them in to the City. Council Member Macfarlane asked if thank you letters could be sent to the people who donated some things and Council Member Rigley responded yes. Treasurer/Office Manager commented that Council Member Wiggill had done an amazing job of organizing the emergency preparedness area.

Mayor Madsen reminded everyone that articles for the newsletter are due next Tuesday. This newsletter will be published on the City's website and mailed to those who have asked for them. A new police vehicle was put in the FY22 budget, but the price of vehicles has risen over $10,000. Now there is not enough money budgeted to purchase one. They can either open the budget and add enough to do so or they can do a lease/purchase and pay the it off when more money becomes available. When asked if they can go a year without a car, Chief Eborn replied a Durango is in the shop now with a major repair. This was discussed and it was decided it was okay to do the lease/purchase. Mayor Madsen said he was unable to attend the craft fair because he was out of town, but has heard nothing but good things about it. He reported from August 24th to September 14th the Code Enforcement employee made 87 contacts with residents for ordinance violations.

9. **Adjourn the regular session and move into the work session**

Minutes:
Council Member Smalling made a motion to adjourn the regular session and, after a 5 minute break, reconvene in the work session. Council Member Bangerter seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

WORK SESSION

10. **Review the 2021 Fun Days event**

Minutes:
Council Member Macfarlane said they needed more food vendors for Fun Days. For the craft fair, they had to call the food vendors to come. In fact one vendor wanted the City to guarantee $1,000 of sales or the City would have to pay the rest. Mayor Madsen gave the suggestion of having carnival games knocking down the bottles, etc. Since there was trouble getting the food trucks to come, Council Member Smalling suggested changing the date of Fun Days to some time in September. The weather is much perfect and they wouldn't be competing with other entities. Chief Eborn stated the City has tried different dates from June through August and always came back to around the 24th of July. Council Member Macfarlane suggested lowering the cost of the booths to get more vendors to come in. Council Member Bangerter said he's been coming since 1995 and things have just changed and there are not as many volunteers and attendees as they used to. The car show was different this year with Bark in the Park and it takes a lot of pressure off of the Council and staff. Council Member Wiggill said he went to Clinton's celebration on Friday night and there were very few people there. They even had a big carnival there. While they want a great turn out, they need to remember that things are changing. Sunset is a small town and they need to provide a good, but smaller celebration. Attendance is just way down and food trucks can make more in a business parking lot. Council Member Bangerter would like to start doing the flag ceremony in the early morning like they used to do

many years ago.

11. Discuss the street lighting issue of the Falcon Ridge Development

Minutes:

Public Works Director Monroe stated the Council has approved the street lights presented by Joseph Cook for the Lofts at Falcon Ridge. By doing so those lights will become owned and maintained by Sunset City. Council Member Bangerter clarified they do not match what Rocky Mountain Power will be assisting Sunset with. It is important that the lighting matches. The lights and poles were discussed until it was clarified that Rocky Mountain Power would be helping the City with cobra heads on the existing wood poles along Main Street. The decorative ones discussed previously are for the interior streets of Sunset. The ones approved for Falcon Ridge are cobra head.

Director Monroe said, to rectify the situation, Mr. Cook would need to contact Rocky Mountain Power and find out if they will install his approved cobra heads on the existing poles. However, the BMU zone requires a light pole every 100 feet and the poles along Main Street aren't exactly 100 feet apart, so if the existing poles are used, the development will not meet the ordinance requirement. Council Member Bangerter mentioned the existing poles along Falcon Ridge were supposed to be removed and the power run underground there. The poles are still there. Director Monroe stated in order for Rocky Mountain Power to own the light poles, their contractors have to install them, so if Mr. Cook's contractor installs them, they become Sunset City's responsibility. Council Member Bangerter said he will talk to Mr. Cook and ask him to work with Rocky Mountain Power; he'll still put up the poles, but he'll need to have Rocky Mountain Power install the lights. He asked Director Monroe to email the information to him and he'll talk to Mr. Cook in the next few days.

12. Discuss the entrance from 250 West to the Sunset City Building

Minutes:

Mayor Madsen said he had this item put on the agenda to talk about turning the access roadway behind the City Building into a City street. This was discussed for a short time and it was decided not to make it a City Street.

13. Discuss the America Rescue Plan Act (ARPA) funding and expenditures

Minutes:

No cost estimates have been received on the generator system yet.

It was suggested to purchase more body bags. The amount of MREs needed was discussed. Everything in storage is to keep the workers & volunteers functioning during a disaster. In talking about rotating the water supply, Council Member Wiggill stated he could get about 5,000 units of canned water that would last for 50 years. They would just need to label it for use only in an emergency because now the cases of water keep getting used for events and sometimes they're not replaced.

Having items to combat viruses, such as zinc and vitamin B to help build immune systems and maybe oxygen, etc. was suggested. Council Member Wiggill said, when

he talked to Dep, Chief Taylor about things like that, he said it would be in the City's best interest to let the NDFD take care of those needs. Oxygen has to be stored a certain way and maintained with certain requirements. He assured Council Member Wiggill that the NDFD will have emergency units assigned to Sunset. Dep. Chief Taylor also gave him some ideas on how to keep the CERT trailer up to date.
It was suggested to reach out to the Victims Advocate to see if there is anything she needs.

14. Adjourn - 8:50 p.m.

Minutes:
Council Member Wiggill made a motion to adjourn. Council Member Smalling seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

Minutes approved October 19, 2021

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D Howard Madsen, Mayor

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Susan R. Hale, Recorder

Sunset, UT

Regular City Council Meeting

Minutes

Tuesday, October 5, 2021 at 6:30 pm

PUBLIC NOTICE IS HEREBY GIVEN that the Sunset City Council will hold a regular meeting at the date and time noted above. It will be held in the Council Chambers of the Sunset City Office Building, 200 West 1300 North, Sunset, Utah.

ATTENDEES: Mayor D Howard Madsen, Council Members Chad Bangerter, Beverly Macfarlane, Nakisha Rigley, Nancy Smalling and Scott Wiggill.

Employees Recorder Susan R. Hale, Treasurer/Office Manager Linda Youngdell, Police Chief Ken Eborn and Public Works Director Jason Monroe.

Others Present: Janet D. LuJan, Wanema Butcher and Verne Davis.

REGULAR SESSION

1. **CALL TO ORDER & WELCOME by Mayor Madsen**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE by Council Member Bangerter**
3. **APPROVAL OF MINUTES - September 21, 2021**

   Minutes:
   Minutes were not finished.

4. **PUBLIC COMMENTS**

   Each person desiring to make comments will have 3 minutes. Please state your name.

   Minutes:
   There were none.

5. **Consider Resolution 2021-14 approving the Development Agreement for the Sunset Town Center, A Mixed Use Condominium**

   Minutes:
   Joseph Cook stated the City has reviewed the agreement and approved it. They had been waiting for the cost estimate for the public infrastructure improvements and that has been done and approved by the City Engineer.

   Council Member Macfarlane said she has some concerns with some of the language and made a motion to table this until the Council has had the opportunity to discuss the document. The motion died for lack of a second.

   Council Member Bangerter said the Council is not elected to to know all the legalese.

   Council Member Macfarlane said she was a contract analyst and has reviewed agreements with attorneys. Due to that experience, she would like clarification of some items because this contract is a legal, binding document.

   Council Member Bangerter made a motion to approve Resolution 2021-14. Council

Member Wiggill seconded the motion. There was some discussion with Council Member Macfarlane and Recorder Hale pointing out a few items they are concerned with. It was also pointed out this is the first the Council had heard the project was for condominiums; they approved it for apartments. Mr. Cook said he would like the flexibility of renting or selling. He would think the Council would rather see more owner occupied housing than rental housing. For him, it's harder to get financing for apartment projects than condominium projects. The motion did not pass with a vote of 2 to 3 via a role call vote: Council Member Macfarlane - no, Council Member Bangerter - yes, Council Member Smalling - no, Council Member Rigley - no, Council Member Wiggill - yes.

If the City Attorney is able to attend, a work meeting on this item will be held on Thursday, October 14, 2021 following the joint work session with the Planning Commission. It was asked that the list of concerns be given to Mr. Cook so he can be prepared as well.

6. Mayor, Council and Department Head reports

Minutes:

Council Member Smalling advised she will be meeting with the Veterans Committee on Thursday to finalize some things. She has contacted HAFB for the speaker and the Utah Military Academy will do the flag ceremony. With COVID still around, they will be asking everyone to bring a mask to wear if there isn't enough room to do the proper spacing.

Council Member Bangerter mentioned if they have concerns with agreements before they are adopted the Council Members should call the City Attorney to work them out after obtaining permission from the Mayor so it doesn't waste the developers time.

Council Member Macfarlane said the Senior Center is offering classes on Medicare, training for Care Givers and giving flu shots. She is looking at some lighting and needs to talk to Mayor Madsen about signage. Council Member Bangerter said he talked to a company about replacing the City signs that have been burnt by the sun. Council Member Macfarlane asked him to tell her when he does things that are under her assignments.

Police Chief Eborn reported UDOT has purchased the property at 461 W. 1800 N. and there will be some state officers training in that house with K-9s. His understanding is that UDOT will begin the procedure of demolishing the home soon. Also, the Sunset Police Department will be conducting some training with Clinton in the Sunset Room on Wednesday morning.

Public Works Director Monroe stated the water leak near 2525 North and 350 West was caused by the contractor doing work for a resident. He hit a 6 inch water line when he pulled the sewer line through. The water lifted the asphalt and Public Works had to shut off 22 valves to get the water shut off enough for the contractor to repair the line. It knocked out the water for a lot of homes and a school. He has seen recent plans for the new Sunset Jr. High school. Where they're moving it up farther, the buses will be coming in on 1675 North to drop the kids off. That road is only 18 1/2

feet wide, so he will be doing some research on making that road one way and perhaps no parking year round. He will also be doing that research because two parcels of property on the corner of that street and Main will be sold and a developer will potentially be looking to put a 5 story building on it. That means a lot more traffic for that road. Two Public Works employees have taken the water certification test; one passed, moving him from a maintenance 1 employee to maintenance 2, and the other one will take it again soon. He and Council Member Bangerter discussed the bus route on 1675 North a little more.

Mayor Madsen announced that Recorder Hale would be retiring at the end of the year, so her position has been advertised through the Utah Municipal Clerks Association, the League of Cities and Towns and the Department of Workforce Services. They would like to hire someone soon so Recorder Hale can get that person trained. He attended the Utah League of Cities and Towns Conference and said the hot issue was ethics. The main speaker was Captain Scott Kelly who was an astronaut that spent a year at the space station. He told about how he didn't excel in school, but his twin brother did. They both joined the Navy where his brother graduated quite high and even though Captain Kelly didn't excel, he kept trying. His brother became an astronaut first, then the offer was made to him to join. Eventually he was chosen to spend a year at the space station. The point of his speech was that even though you may not do well, keep trying and through hard work you can achieve your goal.

7. **Adjourn the regular session and move into the work session**

Minutes:

Council Member Macfarlane made a motion to adjourn the regular session and move into the work session. Council Member Rigley seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

WORK SESSION

8. **Discuss needs for the America Rescue Plan Act (ARPA) funding**

Minutes:

Bids for the generator system still have not come in. Council Member Wiggill showed everyone a picture of the pallet of canned water. It contains 2,400 cans, which have a 50 year shelf life and it costs $2,789.00. He also believes they should get an emergency trauma kit for each police vehicle. It is basically a really good first aid kit, with 77 items and they cost $193.00. Police Chief Eborn said, if any training would be needed, the officers can be trained by the NDFD. The officers need a first aid kit in their vehicles. Right now they can't treat a hurt officer or even have a band aid if one of them gets a cut out in the field. Public Works Director Monroe said he would also like one in his truck and the Operations Manager's truck. Council Member Wiggill said the kits would be checked and replenished by the NDFD often so things don't become expired. The Council gave their approval to purchase both items.

It was mentioned that the City Building does not contain an AED, so Council Member Wiggill will check on that. It was discussed and decided to delete the 'meals on wheels' and 'schools' from the ARPA list because they won't be funded through Sunset City's ARPA money. There are some MRE's in the basement, but more are probably needed. Chief Eborn said the thing they are going through the most are rubber gloves, so more will be ordered. Body bags will also be ordered. Some items in storage should be used and replaced as needed, so the items don't expire or degrade. The Council discussed more about emergency preparedness that did not concern the ARPA funds.

9. **Adjourn - 7:45 p.m.**

Minutes:
Council Member Wiggill made a motion to adjourn. Council Member Macfarlane seconded the motion. The motion passed unanimously with Council Members Bangerter, Macfarlane, Rigley, Smalling and Wiggill voting yes.

Minutes approved October 19, 2021

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D Howard Madsen, Mayor

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Susan R. Hale, Recorder

DRAFT

RESOLUTION NO. 2021-14

A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR THE SUNSET TOWN CENTER, A MIXED USE CONDOMINIUM

Whereas, 1300 Development, LLC is the owner of the property described in Exhibit A of the agreement; and

Whereas, the development of the property is governed by the City Code and all section references contained in the agreement shall refer to the Code; and

Whereas, the Developer has received approval from the City Council to develop a mixed use residential & commercial condominium on the property to be known as the Sunset Towne Center;

Now, Therefore be it resolved by the Sunset City Council that the attached Agreement be approved and that the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

Approved and adopted by the Sunset City Council this 19th day of October, 2021.

_____

D Howard Madsen, Mayor

Attest:

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Susan R. Hale, Recorder

DEVELOPMENT AGREEMENT
THE SUNSET TOWN CENTER, A MIXED USE CONDOMINIUM

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the 19th day of October, 2021 (the "Effective Date"), by and between **SUNSET CITY**, a Utah municipal corporation (the "City"), and **1300 DEVELOPMENT, LLC**, a Utah limited liability company, (the "Developer"). The Developer and the City are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. As of the Effective Date hereof, Developer is the owner of the property described on **Exhibit "A"** (the "Property") hereto, located within Sunset City, Davis County, Utah.

B. The development of the Property is governed by the City Code (the "Code"). All Section references contained herein shall refer to the Code.

C. Developer has filed an application for and received approval by the City for the following General Development Plan/Construction Drawings (the "General Development Plan") for the Property consisting of residential condominium and/or apartment and commercial condominium units, subject to approval of an acceptable development agreement. The project to be developed upon the Property pursuant to the General Development Plan is known as the Sunset Towne Center, a mixed use residential & commercial condominium. (the "Project").

D. Pursuant to the City's approval of the General Development Plan on the 1st day of September, 2020, the Plan consists of approximately 250 +/- residential condominium and/or apartment units and 8 +/- commercial condominium units. A copy of the approved General Development Plan/Construction Drawings (as presently constituted) is attached hereto as **Exhibit "B."**

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. General Development Plan Approval. To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the General Development Plan/Construction Drawings for the Project, including such specifics as the validity of the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. The City further approves Developer's right, subject to obtaining required permits, to demolish any and all existing structures or vegetation now located upon the Property. The developer may not substantively deviate from the General Development Plan/Construction Drawings without prior approval by the City. Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have the Final Plat and Construction Plans approved by the City and to develop the Project. Developer and City hereby acknowledge and agree that the architectural plans, civil engineering plans and terms of this Agreement do not conflict with the requirements of the City Code, as currently drafted. Notwithstanding any provision herein to the contrary, all underground

development by the Developer or any successor shall be in compliance with the Sunset City Code, as of the effective date of this agreement.

3. Term. The vested rights described in this Agreement shall be effective for a period of five (5) years following the date on which this Agreement is adopted by the city Council of Sunset and signed by the City's Mayor (the "Term"). In the event construction on the Project is commenced, but not completed, prior to the expiration of the term, the term shall automatically renew for an additional one (1) year term. So long as construction on the Project continues to progress thereafter, the term may be extended on an annual basis by up to three (3) additional one (1) year terms.

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Elevations. Developer and City hereby agree that architectural elevations shall substantially conform to those depicted in **Exhibit "C"** attached hereto and incorporated herein.

b. Floor Plans. Developer and City hereby agree that floor plans shall substantially conform to those depicted in **Exhibit "D"** attached hereto and incorporated herein.

c. Final Plat. Developer and City hereby agree that the final plat shall substantially conform to those depicted in **Exhibit "E"** attached hereto and incorporated herein.

d. Water Meters. Developer and City hereby agree that Developer shall install such water meters as depicted on page C620 of Exhibit "B". Developer and/or Association shall maintain the fire hydrants, water lines, water laterals up to the water meter, which water meter shall be maintained by the City. The Association shall also have its own individual meter(s) for irrigation water.

e. Covenants and Restrictions. In the event Developer decides to sell the units as condominiums, the Developer hereby agrees, that prior to the sale of any units, to record against the title to such Final Plat, condominium covenants, conditions and restrictions ("CC&Rs"). The Developer hereby agrees to use its best efforts to enforce the CC&Rs during all such periods during which the Developer has control of the CC&Rs. Prior to recording the CC&Rs, Developer shall submit the same to the City for approval, which approval shall not be unreasonably withheld or unreasonably delayed. In the event that approval has not been granted by the city within 60 days of submittal to the City, Developer shall have the right to record the draft CC&Rs as submitted. In the event of any occurrence on the property which affects or threatens the health, safety or welfare of the City or its residents, the City shall notify the Developer or the Homeowners Association (HOA), of such condition. If the condition is not remediated within ten (10) days or less if the condition constitutes a bona fide emergency, the City may enter upon the property and remediate the condition and assess the cost to the HOA.

f. Construction Phasing Plan. The City understands and agrees that Developer intends to construct the project in three (3) construction phases, as follows:

i. Phase I shall consist of approximately 69 +/- residential condominium units and (zero) +/- commercial condominium units in such areas depicted on sheet C410 of the civil engineering plan.
ii. Phase II shall consist of approximately 69 +/- residential condominium units and (zero) +/- commercial condominium units in such areas depicted on sheet C410 of the civil engineering plan.

iii. Phase III shall consist of approximately 56 +/- residential condominium and/or apartment units and 6,993.5 square feet +/- of commercial condominium units in such areas depicted on sheet C410 of the civil engineering plan.

iv. Phase IV shall consist of approximately 56 +/- residential condominium and/or apartment units and 6,993.5 square feet +/- of commercial condominium units in such areas depicted on sheet C410 of the civil engineering plan.

Additionally, Developer may utilize such existing outbuildings as necessary for storage or other purposes until such time as the phasing plan determines their demolition. Developer has the right to place one office trailer and/or one tool trailer on the site until Phase 4 is complete or all units are sold, whichever is later. Subcontractors may also park trailers, trucks, or equipment on site during the course of construction. Despite the fact that Developer is constructing the Project in phases, the City agrees to record the Final Plat for the entire project following the City Council's approval thereof.

g. Advertising. Developer may, at its sole discretion, erect new signage for the purposes of advertising units for sale or lease and may also utilize any and all existing billboards, placards, and signage for the purposes of tasteful advertising. Any signage must maintain compliance with applicable City ordinances.

h. Underground Development, Pavement and Demolition Phasing. The City understands and agrees that vertical construction shall proceed simultaneously with the underground development of the Property. The issuance of building permits and scheduled inspections (other than the certificate of occupancy) shall not be delayed by the fact that underground development of utilities or curbs, sidewalks or pavement has not been completed for Phase I or for subsequent phases, respectively. The City agrees that architectural and structural plan review shall not exceed 21 business days from the date of complete submittal. Developer is permitted to use, upgrade, access and/or improve to all city sewer lines and/or or water lines as may be deemed necessary by their civil engineering drawings, as approved by the City. Only those portions of the underground utility development necessary to service Phase I shall be completed during Phase I—to include installation of culinary water lines, fire hydrants, sewer lines, etc. The City understands that with regards to Phase II, Phase III or Phase IV no asphalt, curb or gutter, grading, demolition or underground utilities shall be completed until required by those phases or by the fire code, respectively.

i. Work in the Public Right-of-Way. Pursuant to the Sunset City Code, Developer shall post a cash deposit, or pay for a completion bond, or other financial guarantee, acceptable by Sunset City code, in the amount of 110% of the value of the proposed work in the Public Right of Way. The City agrees that the value of the proposed work equals **$493,481.12** (the "ROW Cost"). If a cash bond, upon satisfactory inspection of the work in the public right-of-way, the ROW Cost shall be regularly disbursed to Developer. The City shall not delay disbursement of the ROW Cost for any reason other than an inspection found to be not in conformity with the plans as approved by the City Engineer. If a cash bond, the City shall hold the amount of 10% of the ROW Cost for the period of 12 months from the date of acceptance by the City. Following the period of 12 months the 10% retained by the city shall be refunded to Developer.

j. Required Public Improvements. Developer agrees to construct required public improvements, if any, at its expense, pursuant to the Construction Drawings attached as Exhibit "B." The timing of those improvements (ie, road, curb, gutter, sidewalks, etc.) shall correspond to the phasing plan depicted in sheet C600 of Exhibit "B."

k. Sales. Developer's sales of owner-occupied condominium units shall conform to FHA requirements. In the event of market downturn, Developer shall have the right to rent the

condominium units until such time as Developer shall have determined, in his sole discretion, that the market has recovered sufficiently to resume selling the condominium units once again.

l. Parking & Shared Use. Pursuant to paragraph 10-5G-4 of the Town Center zoning ordinance, shared parking shall be allowed (up to 22 shared stalls). The project shall include 387 total parking stalls, as shown on Exhibit "B" page C401. The shared parking stalls shall be governed by recorded covenants and restrictions and shall include the use of signage to designate shared stalls, towing, and parking stickers to enforce the share parking rules.

m. Commercial Uses. In order to increase the market viability of the commercial space along 1300 North, the City agrees that any and all businesses not specifically restricted in the relevant zoning ordinance his hereby allowed.

n. Storm Water Protection. Storm water protection shall be maintained in conformance with the SWPPP submitted to the City.

o. Project Amenities. At the sole discretion of Developer with regards to design, size and timing, Developer shall construct all of the following amenities on the property by the completion of the project: (1) workout facility, (2) conference room/banquet area; (3) swimming pool; and (4) dog restroom.

p. Entry Monument. Developer may place one entry monument at each entrance to the property so long as it conforms with Sunset City standards. Approval of the actual design of the entry monument shall not delay the issuance of building permits by the City.

q. Fencing. Developer shall install vinyl privacy fence or wrought iron style fencing (at Developer's sole discretion) around all exterior boundaries in order to restrict access, foot traffic in and out of the property. All fencing shall comply with City ordinances.

r. Anticipated Timeline. It is anticipated that each of the four phases will take 12-18 months to complete.

s. Impact Fees, Connection, Building Fees. The City Council has approved that the development fees (including, but without limitation, storm drain assessment/fees, water development & connection fees, park development fees, public safety impact fees, roadway impact fees, if any) shall be paid on a per-unit or per-building basis at the time of pulling the specific construction permit for that particular unit or building. For example, Developer shall not be required to pay sewer impact fees or permit fees for Phases II, III or IV at the approval of the plat, but only the fees for a particular building upon the issuance of a building permit for that specific unit or building. The payment of the North Davis Sewer District impact fees shall be collected in accordance with Sewer District policies and requirements.

t. Vacant Property. Developer shall maintain any vacant ground within the Project on which Developer has not commenced construction in a manner free of debris and hazards to the general health, safety and welfare of the public and residents of the area.

5. Agreement to Run with the Land/Assignment. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Developer shall have the right to assign this Agreement, in whole or in part so long as such (1) assignee becomes the owner of fee simple title to that portion of the

Property affected by the rights and obligations under this Agreement that are being assigned; and (2) signs such documents necessary to demonstrate to Developer and the City that assignee agrees to be bound hereby. After the improvements have been accepted by the City (which acceptance shall not be unreasonably delayed or withheld), Developer's warranty period shall extend for the period of 12 months.

6. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To Developer: 1300 Development, LLC
Attn: Joseph M. Cook, Member Manager
PO Box 540395
North Salt Lake, Utah 84054

To the City: Sunset City
Attn: Mayor
200 W. 1300 North
Sunset, Utah 84015

In the event that either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 6.

7. Default; Mediation. The Developer shall, pursuant to the terms of this Agreement, complete all improvements and perform all other obligations required herein, as such improvements or obligations may be shown on the Final Plat and Construction Drawings, or any documents executed in the future that are required by the City for the approval of an amendment to the Final Plat or the Agreement. In the event either Party fails to perform its obligations hereunder or to comply with the terms thereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, and the non-defaulting Party may, at its election, have the following remedies:

a. All rights and remedies available at law and in equity, including injunctive relief, specific performance and/or damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project and this Agreement or enforce any lien on the Property.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

In the event of the default of any of the provisions hereof by either Party, which shall give rise to commencement of legal or equitable action against said defaulting Party, the Parties hereby agree to submit to non-binding mediation before commencement of action in any Court of law. In any such event, defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable

attorney's fees and costs incurred by reason of the default. Nothing herein shall be construed to prevent or interfere with the City's rights and remedies specified in this Agreement.

8. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regular approvals given by the City for the Property and/or the Project or any phase thereof contain the entire Agreement of the Parties with respect to the subject matter hereof. The Agreement, together with the Exhibits attached hereto, documents referenced herein and all regular approvals given by the City for the Property and/or the Project, supersedes any prior promises, representations, warranties or understandings between the Parties.

9. Severability. The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

10. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

11. No Third-Party Rights. The obligations of Developer set forth herein shall not create any rights in and/or obligations to any person or Parties other than the City. The Parties hereto alone shall be entitled to enforce or waive any provisions of this Agreement.

12. Construction Site Safety. The Developer agrees to provide and install, at its expense, adequate barricades, flaggers, warning signs and similar safety devices at all construction sites within the public right-of-way and/or other areas as deemed necessary by the City Engineer, City Public Works Department, and Traffic Engineer in accordance with any and all Federal Regulations, the City's Policies and Procedures, Utah Department of Transportation Requirements, OHSA, and Manual of Uniform Traffic Control Devices ("MUTCD") and shall not remove said safety devices until the construction has been completed

13. Construction Site Waste. The Developer shall, at all times, keep the public right-of-way free from accumulation of waste material, rubbish, or building materials caused by the Developer's operation, or the activities of individual builders and/or subcontractors; shall remove such rubbish as often as necessary, but no less than daily and; at the completion of the work, shall remove all such waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the public right-of-way. The Developer further agrees to maintain the finished street surfaces so that they are free from dirt caused by the Developer's operation or as a result of building activity. Any excessive accumulation of dirt and/or construction materials shall be considered sufficient cause for the City to withhold building permits and/or certificates of occupancy until the problem is corrected to the satisfaction of the City Building Inspector and/or the City Public Works Director. If the Developer fails to adequately clean such streets within two (2) days after receipt of written notice, the City may have the streets cleaned at the Developer's expense and the Developer shall be responsible for prompt payment of all such costs. The Developer also agrees to require all contractors within the Development to keep the public right-of-way clean and free from accumulation of dirt, rubbish, and building materials. Under no circumstances shall the Developer or any sub-contractors use open burning procedures to dispose of waste materials.

14. Compliance with City Building Inspector, City Engineer, and City Public Works Director. The Developer hereby agrees that it will require its contractors and subcontractors to cooperate with the City's Building Inspector, City Engineer, or City Public Works Director by ceasing operations when winds are of sufficient velocity to create blowing dust, which, in the inspector's opinion, is

hazardous to the public health and welfare. In any case, any cessation of work shall last no longer than one hour.

15. Protection Strips and Undevelopable Lots. Developer covenants and warrants that they have not, or will not in the future, unlawfully divide real property in such a way that a parcel of property is created or left behind that cannot be developed according to the requirements of Sunset City Land Use Ordinances, or other applicable laws. Examples of a parcel of property that is created or left behind that cannot be developed include, but are not limited to, spite strips or protection strips, which are parcels created or left for the sole purpose of denying another property owner access to their property, parcels with insufficient square footage, parcels with insufficient buildable area, parcels that do not meet the requirements of Sunset City Land Use Ordinances, and parcels that do not abut on a dedicated street. When a Developer unlawfully divides property, the Developer agrees, as a remedy, to dedicate and otherwise deed ownership of these undevelopable parcels of land to the City, upon the City's written request.

16. No Waiver of Regulation(s). Nothing herein contained shall be construed as a waiver of any requirements of the City Code or the Utah Code Annotated, in its current form as of the date of approval of the Final Plat, and the Developer agrees to comply with all requirements of the same.

17. City Council Budgetary Discretion. All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent upon funds for the purpose being annually appropriated, budgeted and otherwise made available by the Sunset City Council, in its discretion.

18. "Arms Length" Transaction. The Parties hereto expressly disclaim and disavow any partnership, joint venture or fiduciary status, or relationship between them and expressly affirm that they have entered into this Agreement as independent Parties and that the same is in all respects an "arms-length" transaction.

19. Preparation of Agreement. The Parties hereto acknowledge that they have both participated in the preparation of this Agreement and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Party hereto with respect to the drafting hereof.

20. Amendments. This Agreement may be amended at any time upon unanimous agreement of the Parties hereto, which amendment(s) must be reduced to writing and signed by all Parties in order to become effective.

21. Further Instruments. The Parties hereto agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

22. Governing Law; Jurisdiction and Venue. This Agreement shall be exclusively governed by the laws of the State of Utah, and any litigation arising herefrom shall have exclusive jurisdiction and venue in the 2nd District Court of Utah, in and for Davis County.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:
SUNSET CITY

By:
Its: Mayor

ATTEST:

City Recorder

DEVELOPER
1300 DEVELOPMENT, LLC

By: Joseph M. Cook
Its: Managing Member

Exhibit "A"
LEGAL DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 89°56'00" WEST 1791.23 FEET ALONG THE SECTION LINE AND SOUTH 00°00'00" EAST 33.00 FEET TO THE SOUTH LINE OF 1300 NORTH STREET FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 89°56'00" EAST 226.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°43'30" EAST 303.03 FEET; THENCE SOUTH 89°56'00" EAST 92.87 FEET TO THE WEST LINE OF ENCHANTED HOMES ADDITION - UNIT 2 SUBDIVISION; THENCE SOUTH 0°04'00" WEST 70.00 FEET ALONG SAID WEST LINE TO THE CENTERLINE OF A BLOCK WALL; THENCE SOUTH 60°28'28" WEST 189.41 FEET ALONG SAID CENTERLINE AND PROJECTION THEREOF TO THE NORTHWEST CORNER OF LOT 7, BLOCK A, SCOTTS-DALE SUBDIVISION (ENTRY #194349, DAVIS COUNTY RECORDER), AT A POINT ON THE EAST LINE OF 300 WEST STREET; THENCE SOUTH 73°01'40" WEST 51.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK C, OF THE AMENDED PLAT OF SCOTTS-DALE SUBDIVISION, SAID POINT ALSO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED IN A WARRANTY DEED (ENTRY #3079595, DAVIS COUNTY RECORDER); THENCE SOUTH 65°47'47" WEST 55.23 FEET ALONG SAID CONVEYANCE; THENCE SOUTH 60°35'47" WEST 67.08 FEET ALONG SAID CONVEYANCE TO THE NORTH LINE OF LOT 7 OF SAID AMENDED SUBDIVISION; THENCE ALONG THE NORTH LOT LINES OF LOT 7, LOT 8, LOT 9, AND LOT 10 OF SAID AMENDED SUBDIVISION THE FOLLOWING COURSES: 1) NORTH 40°29'37" WEST 64.98 FEET; 2) NORTH 60°41'07" WEST 91.54 FEET; 3) NORTH 76°38'18" WEST 91.26 FEET; 4) NORTH 79°22'45" WEST 18.96 FEET (18.42 FEET, BY RECORD) TO THE EXTENSION OF THE WEST LINE OF A BUILDING; THENCE NORTH 0°11'15" WEST 349.10 FEET (349.14 FEET, BY RECORD) ALONG THE WEST LINE OF AN EXISTING BUILDING AND BUILDING LINE EXTENDED; THENCE NORTH 89°48'45" EAST 14.46 FEET; THENCE NORTH 0°11'15" WEST 69.47 FEET TO THE SOUTH LINE OF 1300 NORTH STREET; THENCE SOUTH 89°56'00" EAST 215.50 FEET (214.99 FEET, BY RECORD) ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
CONTAINING 5.123 ACRES.

Exhibit "B"
CONSTRUCTION DRAWINGS

Exhibit "C"
ELEVATIONS

Exhibit "D"
FLOOR PLANS

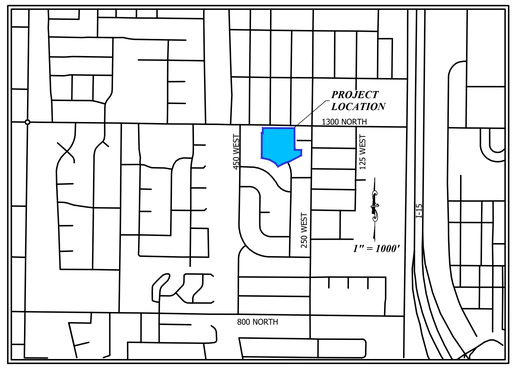
Exhibit "E"
FINAL PLAT

Exhibit "F"
COVENANTS AND RESTRICTIONS

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH
AUGUST 2021

VICINITY MAP



CIVIL DRAWING INDEX

SHEET	TITLE
C100	COVER & INDEX
C101	NOTES & LEGEND
C200	EXISTING CONDITIONS
C300	DEMOLITION PLAN
C400	SITE PLAN
C401	PARKING & BUILDING DIMENSIONS
C410	PHASING PLAN
C420	300 WEST FIRE ACCESS
C500	GRADING PLAN
C510	GRADING PLAN - NORTH
C511	GRADING PLAN - SOUTH
C520	RETAINING WALLS
C521	WALLS 01, 02 & 03
C522	WALLS 04 & 05
C600	UTILITY PLAN
C610	SEWER PLAN
C620	WATER PLAN
C630	STORM DRAIN PLAN
C635	DRAINAGE CALCULATIONS
C650	UNDERGROUND STORAGE PLAN
C700	PLAN & PROFILE - 1300 NORTH STREET
C701	PLAN & PROFILE - NEW SEWER MAIN
C702	PLAN & PROFILE -SS NORTH LATERALS
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C704	PLAN & PROFILE - SS SOUTH LATERALS
C705	PLAN & PROFILE - EXISTING PUBLIC SEWER
C711	PLAN & PROFILE - SD REACH 1
C712	PLAN & PROFILE - SD REACH 2
C713	PLAN & PROFILE - SD REACH 3
C714	PLAN & PROFILE - SD REACH 4
C715	PLAN & PROFILE - SD REACH 5
C716	PLAN & PROFILE - SD REACH 6
C717	PLAN & PROFILE - SD REACH 7
C718	PLAN & PROFILE - SD REACH 8
C900	SITE DETAILS
C901	SITE DETAILS
C902	ADA DETAILS
C903	CITY SITE DETAILS
C910	SEWER DETAILS
C920	CITY WATER DETAILS
C921	WATER DETAILS
C930	STORM DRAIN DETAILS
C940	TREATMENT MANHOLE DETAILS
C950	HYDROSTOR DETAILS
C951	HYDROSTOR DETAILS
EC100	EROSION CONTROL PLAN

GENERAL NOTES

1) ALL WORK WITHIN A PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

2) ALL UTILITY WORK SHALL CONFORM TO THE UTILITY OWNER'S STANDARDS & SPECIFICATIONS.

3) THESE PLANS DO NOT INCLUDE DESIGN OF DRY UTILITIES. THESE PLANS MAY CALL FOR RELOCATION, AND/OR REMOVAL AND/OR CONSTRUCTION OF DRY UTILITIES, BUT ARE NOT OFFICIAL DRAWINGS FOR SUCH. DESIGN AND COORDINATION OF DRY UTILITIES IS BY OTHERS.

4) THE CONTRACTOR SHALL COORDINATE AND OBTAIN ANY PERMITS REQUIRED FOR THE WORK SHOWN HEREON.

5) THE LOCATION AND ELEVATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS A BEST ESTIMATE BASED ON UTILITY COMPANY RECORDS, BLUESTAKES, AND FIELD MEASUREMENTS OF READILY OBSERVABLE ABOVE-GROUND FEATURES. AS SUCH, THIS INFORMATION MAY NOT BE COMPLETE, UP-TO-DATE, OR ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOP WORK AND NOTIFY THE ENGINEER IF CONFLICTING INFORMATION IS FOUND IN THE FIELD.

6) THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION AND ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES PRIOR TO STAKING AND CONSTRUCTION.

7) CALL BLUESTAKES AT LEAST 48 HOURS PRIOR TO DIGGING. DO NOT PROCEED UNTIL BLUESTAKES ARE MARKED.

8) IT SHALL BE THE CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO MEET ALL APPLICABLE HEALTH AND SAFETY REGULATIONS, AND THEY SHALL ASSUME SOLE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC IS PROTECTED.

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

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
www.bluestakes.org
1-800-662-4111

BENCHMARK: SEWER MANHOLE AT THE INTERSECTION OF 300 WEST AND 1300 NORTH
ELEVATION: 4519.83

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER
1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-518-3777
sunsetbuilders11@gmail.com

REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER
325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS	1920001.dwg

C100
COVER & INDEX

GENERAL NOTES

1. ALL IMPROVEMENTS SHALL COMPLY WITH THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY. CONTACT THE PUBLIC WORKS OFFICE BEFORE BEGINNING.
2. CONTRACTOR TO FIELD VERIFY LOCATION, SIZE, AND AVAILABILITY OF EXISTING UTILITIES. UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE. SEE UTILITY NOTE 3.
3. ALL DIMENSIONS ARE IN FOOT UNITS AND ARE TO THE TOP BACK OF CURB UNLESS SHOWN OR NOTED OTHERWISE.
4. PROVIDE HANDICAP RAMPS AT ENDS OF WALKWAYS. END 0.1' ABOVE FLOWLINE OF CURB.
5. CURB AND GUTTER SHALL BE AS PER APWA STD DWG NO 205 TYPE A.
6. UTILITY INFORMATION INDICATED ON DRAWING IS BASED UPON VISUAL OBSERVATION OR INFORMATION FURNISHED BY MUNICIPAL AUTHORITIES WHICH MAY NOT BE VALID. LATERAL LOCATIONS AND ELEVATIONS ARE ASSUMED. SEE UTILITY NOTE 3.
7. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A QUALIFIED SOILS ENGINEER WHO SHALL VERIFY THAT ALL FILL HAS BEEN PLACED IN ACCORDANCE WITH PROVISIONS IN CURRENT INTERNATIONAL BUILDING CODE.
8. COMPACTION TEST REPORTS SHALL BE MADE AVAILABLE TO THE ENGINEER WITHIN 24 HOURS OF A REQUEST. FINAL REPORTS AS SPECIFIED IN CURRENT INTERNATIONAL BUILDING CODE SHALL BE SUBMITTED TO THE ENGINEER WITHIN TEN DAYS AFTER COMPLETION OF GRADING.
9. ALL STORM DRAIN PIPE SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS AND THE LOCAL GOVERNING MUNICIPALITY'S STANDARDS AND SPECIFICATIONS.
10. STORM DRAIN PIPE WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S SPECIFICATIONS.
    PRIVATE STORM DRAIN PIPE OPTIONS SHALL CONSIST OF THE FOLLOWING MATERIALS.
    1. PVC PIPE, ASTM D3034, SDR 35, BELL & SPIGOT TYPE.
    2. RCP PIPE, CLASS 3, BELL & SPIGOT TYPE.
    3. HIGH DENSITY CORRUGATED POLYETHYLENE SMOOTH INTERIOR PIPE, ASTM D3350 WITH WATERTIGHT JOINTS.
11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CHECK CONDITIONS AT THE SITE BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
12. TYPICAL DETAILS SHALL APPLY IN GENERAL CONSTRUCTION UNLESS SPECIFICALLY DETAILED. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION WILL BE AS FOR SIMILAR WORK. DO NOT SCALE DRAWINGS.
13. ANY OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED.
14. PIPE BEDDING SHALL BE 3/8" MAXIMUM AGGREGATE. USE 3/4" MAXIMUM SIZE ROAD BASE FOR BACKFILL MATERIAL. COMPACT TO 95% STANDARD PROCTOR DENSITY. MAXIMUM LIFT 8 INCHES.
15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC AND OSHA STANDARDS.
16. ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS 2007 EDITION WITH ALL PERTINENT SUPPLEMENTS AND AMENDMENTS AND THE MANUAL OF STANDARD PLANS 2007 EDITION. SAID STANDARD SPECIFICATIONS AND PLANS SHALL BE THE REQUIREMENTS.
17. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THE WORK TO BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORITY FROM THE OWNER AND/OR ENGINEER.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR REINSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
19. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR.
20. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

SEQUENCE OF CONSTRUCTION

1. CONSTRUCTION EXIT IS TO BE CONSTRUCTED AT TIME OF ENTRY TO SITE.
2. CLEAR AND GRUB AREAS FOR SEDIMENT MEASURES.
3. INSTALL SILT FENCES.
4. COMPLETE CLEARING OF SITE AND BEGIN ROUGH GRADING.
5. FILL AREAS SHALL BE FILLED IN 12 INCH MAXIMUM LIFTS AND COMPACTED TO AT LEAST 95% MAXIMUM DENSITY.
6. DRAINAGE WILL BE CONTROLLED AND GROUND SLOPED SO AS TO DIRECT RUNOFF TO SEDIMENT CONTROLLED INLETS.
7. INSTALL REMAINDER OF STORM DRAIN.
8. INSTALL UTILITY LINES, WATER, ETC.
9. INSTALL CURBS, WALKS, ETC., AND STABILIZE ALL DISTURBED AREAS.
10. INSTALL BASE COURSE.
11. REMOVE SEDIMENT CONTROL MEASURES, CLEAN OUT TEMPORARY SEDIMENTATION BASINS AND REGRADE, CLEAN OUT SEDIMENT TRAPS AND CONVERT THEM TO STORM WATER MANAGEMENT STRUCTURES.
12. PAVE SITE.
13. OWNER TO BE RESPONSIBLE TO CHECK CLEAN OUT INLET BOXES FOR SEDIMENT AND OIL AND CLEAN AS NECESSARY

UTILITY NOTES

1. ALL SERVICE LATERALS SHALL BE EXTENDED 2 FEET PAST THE 10 FOOT P.U.E.
2. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL GOVERNING MUNICIPALITY DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS
3. LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS TO FIELD VERIFY CONNECTION POINTS WITH EXISTING UTILITIES, INCLUDING LOCATIONS AND INVERT ELEVATIONS OF ALL EXISTING STRUCTURES OR PIPES, BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO REMAIN.
4. CONTRACTOR IS RESPONSIBLE TO EXPOSE ALL UTILITY SERVICES STUBBED INTO PROJECT PROPERTY AND GIVE ENTELLUS. 48 HOURS PRIOR NOTICE SO ENTELLUS CAN VERIFY DEPTHS AND INVERT ELEVATIONS TO DETERMINE IF CONFLICTS EXIST. ALSO ANY EXISTING UTILITIES THAT RUN ACROSS PROJECT PROPERTY WHICH MAY CAUSE POTENTIAL CONFLICT NEED TO BE EXPOSED AND LOCATED BOTH HORIZONTALLY AND VERTICALLY. CONTRACTOR PROCEEDS AT OWN RISK IF ENTELLUS IS NOT NOTIFIED TO FIELD VERIFY THE ABOVE MENTIONED CONDITIONS.
5. CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL DRAWINGS WHERE APPLICABLE.
6. NO GROUNDWATER OR DEBRIS TO BE ALLOWED TO ENTER THE NEW PIPE DURING CONSTRUCTION. THE OPEN END OF ALL PIPES IS TO BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAYS WORK.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS.
8. ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.
9. ALL SEWER LINES AND LATERALS ARE TO BE SDR 35 PVC PIPE.
10. SEWER LATERALS WILL BE INSTALLED AT A UNIFORM SLOPE OF NOT LESS THAN 2% GRADE AND THEY SHALL HAVE A MINIMUM OF 4 FEET OF COVER, UNLESS OTHERWISE NOTED.
11. ALL NEW CULINARY AND IRRIGATION WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.
12. WATER LINES TO BE PVC C-900. WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS. (MECHANICAL JOINTS REQUIRED WHEN LESS THAN 18" VERTICAL OR 10' HORIZONTAL SEPARATION FROM SEWER LINES.)
13. ALL WATER LINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 1-1/2" MINIMUM UNLESS OTHERWISE NOTED.
14. WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE; CORP. STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUTOFF VALVE IN BOX NEAR BUILDING EDGE.
15. ALL WATER LINES SHALL BE A MINIMUM 48" BELOW FINISH GROUND TO TOP OF PIPE. ALL VALVE BOXES AND MANHOLES SHALL BE RAISED OR LOWERED TO FINISH GRADE AND SHALL INCLUDE A CONCRETE COLLAR IN PAVED AREAS.
16. CONTRACTOR TO NOTIFY PUBLIC UTILITIES FOR CHLORINE TEST PRIOR TO FLUSHING LINES, CHLORINE LEFT IN PIPE 24 HOURS MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION, FLUSHING, PRESSURE TESTING, BACTERIA TESTING, ETC. TO BE COORDINATED WITH LOCAL GOVERNING MUNICIPALITY. ALL TESTS TO BE IN ACCORDANCE WITH AWWA STANDARDS.
17. BOTTOM FLANGE OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4" INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 6" LINE VALVE, AND HYDRANT COMPLETE TO MEET CITY STANDARDS.
18. ALL NEW STORM DRAIN/LAND DRAIN CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.
19. ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR EQUAL, UNLESS OTHERWISE NOTED.
20. CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO DOMINION ENERGY GAS FOR DESIGN OF GAS SERVICE TO BUILDINGS/LOTS. CONTRACTOR TO COORDINATE WITH DOMINION ENERGY GAS FOR CONTRACTOR LIMITS OF WORK VERSUS DOMINION ENERGY GAS LIMITS.
21. ALL GAS LINE TAPS TO BE HDPE WITH COPPER TRACER WIRE AND DETECTA TAPE. TERMINATE TRACER WIRE AT APPROVED LOCATIONS.
22. ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO-FUSION TECHNOLOGY.
23. ALL ELECTRICAL CONDUITS/LINES TO BE PVC SCH 40 OR BETTER.
24. ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER.
25. CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO COMCAST FOR DESIGN OF CABLE TV SERVICE TO BUILDINGS/LOTS. CONTRACTOR TO COORDINATE WITH COMCAST FOR CONTRACTOR LIMITS OF WORK VERSES COMCAST LIMITS.
26. CONTRACTOR IS TO COORDINATE LOCATIONS OF NEW TELEPHONE SERVICE TO NEW BUILDINGS OR LOTS WITH CENTURYLINK. A PVC CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE IS REQUIRED FOR SERVICE THROUGH PROPERTY. COORDINATE SIZES AND LOCATION WITH CENTURYLINK.
27. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING AGENCY/DISTRICT STANDARDS AND SPECIFICATIONS:
    WATER - SUNSET CITY
    SEWER - SUNSET CITY
    STORM DRAIN - SUNSET CITY
    ELECTRICAL - ROCKY MOUNTAIN POWER
    TELEPHONE - CENTURYLINK
    NATURAL GAS - DOMINION ENERGY

GRADING NOTES

1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING IT WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 95% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS. REPORT.
2. THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THE PROJECT. SPECIFIC DETAILS SHOWN SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.
3. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.
4. IF AT ANY TIME DURING CONSTRUCTION ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, WORK IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED FROM THE ENGINEER.
5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS/HER OWN ESTIMATE OF EARTHWORK QUANTITIES.
6. WHERE NEW CURB AND GUTTER IS BEING CONSTRUCTED ADJACENT TO EXISTING ASPHALT OF CONCRETE PAVEMENT, THE FOLLOWING SHALL APPLY:
    - PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR VERIFY THE GRADE AND CROSS SLOPE OF THE CURB AND GUTTER FORMS.
    - THE CONTRACTOR SHALL SUBMIT THE SLOPE AND GRADES TO THE ENGINEER FOR APPROVAL PRIOR TO THE PLACEMENT OF CONCRETE.
    - THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY SECTION WHICH DOES NOT CONFORM TO THE DESIGN OR TYPICAL CROSS SECTION.
    - THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CURB AND GUTTER POURS WITHOUT THE APPROVAL OF THE ENGINEER.

EROSION CONTROL

1. ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY.
2. ALL SEDIMENT CONTROL MEASURES TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE.
3. DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO INSURE INTENDED PURPOSE IS ACCOMPLISHED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
4. ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS WILL BE PROTECTED TO PREVENT TRACKING OF MUD ONTO PUBLIC WAYS.
5. ALL SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAINAGE SYSTEM THROUGH THE USE OF SANDBAGS, STRAW BALES, SILT FENCES, GRAVEL, BOARDS, AND OTHER APPLICABLE METHODS.
6. ALL DISTURBED AREAS OUTSIDE OF ROADWAYS, PARKING LOTS, SIDEWALKS AND OR BUILDING FOOTPRINTS SHALL BE SEEDED, SODDED AND/OR MULCHED.
7. IF SITE IS READY TO RECEIVE FINAL COVER DURING THE NON-PLANTING SEASON, THEN IT SHALL BE PROTECTED BY MULCHING. THE MULCH WILL REMAIN UNTIL THE NEXT PLANTING SEASON AS DEFINED BY THE LOCAL GOVERNING MUNICIPALITY.
8. RE-VEGETATE ALL DENUDED AREAS AS PER THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY.
9. THE CONTRACTOR AGREES THAT:

A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.

B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

C. THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES.

D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM FINAL PAYMENT.

E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL. PERMITS, RETESTING AND REINSPECTION AT THEIR OWN EXPENSE.

F. UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.

G. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAG-MEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

LEGEND

SECTION CORNER
MONUMENT
EXISTING SPOT ELEVATION (⊠30.82)
PROPOSED SPOT ELEVATION (30.82)
DOWNWARD GRADE (GRADE)
EXISTING INDEX CONTOUR (4258)
EXISTING MINOR CONTOUR
PROPOSED CONTOUR (4258)
PROPOSED MINOR CONTOUR
LOT OR BOUNDARY LINE
PUBLIC UTILITY EASEMENT
BUILDABLE AREA SETBACK
CENTER LINE OF ROAD
EXISTING FENCE
PROPOSED FENCE
EXISTING BUILDING
PROPOSED BUILDING
EXISTING ASPHALT
PROPOSED ASPHALT
EXISTING CONCRETE
PROPOSED CONCRETE
EXISTING CURB & GUTTER
PROPOSED CURB & GUTTER
ADA PARKING
STREET LIGHT
LIGHT POLE (LIGHT)
POWER POLE (PWR)
TELEPHONE POLE (TEL)
UTILITY POLE (UTIL)
STREET SIGN
ROCK WALL
EXISTING FIBER OPTIC (FO)
PROPOSED FIBER OPTIC (FO)
EXISTING NATURAL GAS (GAS)
PROPOSED NATURAL GAS (GAS)
EXISTING POWER (PWR)
PROPOSED POWER (PWR)
EXISTING OVERHEAD POWER (OHP)
PROPOSED OVERHEAD POWER (OHP)
EXISTING UNDERGROUND POWER (UGP)
PROPOSED UNDERGROUND POWER (UGP)
EXISTING TELEPHONE (TEL)
PROPOSED TELEPHONE (TEL)
EXISTING IRRIGATION LINE (IRR)
PROPOSED IRRIGATION LINE (IRR)
IRRIGATION MANHOLE (IRR)
IRRIGATION METER (IM)
BLOWOFF
VALVE
TEE
ELBOW
REDUCER
THRUST BLOCK

LEGEND

EXISTING WATER LINE (W)
PROPOSED WATER LINE (W)
EXISTING FIRE PROTECTION
PROPOSED FIRE PROTECTION
WATER MANHOLE (W)
WATER METER (WM)
FIRE HYDRANT
BLOWOFF
VALVE
TEE
ELBOW
REDUCER
THRUST BLOCK
EXISTING SEWER LINE (SS)
PROPOSED SEWER LINE (SS)
SEWER MANHOLE (SS)
EXISTING LAND DRAIN (LD)
PROPOSED LAND DRAIN (LD)
LAND DRAIN MANHOLE (LD)
EXISTING STORM DRAIN (SD)
PROPOSED STORM DRAIN (SD)
STORM DRAIN MANHOLE (SD)
CATCH BASIN / CLEANOUT
CURB INLET

ABBREVIATIONS

⌀	DIAMETER
Δ	DELTA
°	DEGREES
'	MINUTES, FEET
"	SECONDS, INCHES
ADA	AMERICAN DISABILITIES ACT
ADS	CORRUGATED BLACK PLASTIC PIPE
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
ARCH	ARCHITECT, ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
B&C	BAR & CAP
BLA	BOUNDARY LINE AGREEMENT
BLDG	BUILDING
BM	BENCHMARK
BND	BOUNDARY
BOW	BACK OF WALK
BRG	BEARING
BV	BUTTERFLY VALVE
C&G	CURB AND GUTTER
CB	CATCH BASIN
CH	CHORD
CHB	CHORD BEARING
CI	CAST IRON
CIP	CAST IN PLACE
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
COMM	COMMUNICATIONS
CONC	CONCRETE
CONST	CONSTRUCTION
CUL	CULINARY
CW	CULINARY WATER
CWL	CULINARY WATERLINE
DEMO	DEMOLITION
DI	DUCTILE IRON
DIAM	DIAMETER
DIST	DISTANCE
DWG	DRAWING
E	EAST, ELECTRICITY, ELECTRICAL
EASE	EASEMENT
EG	EXISTING GRADE
EL	ELBOW
ELEC	ELECTRICAL
ELEV	ELEVATION
EOA	EDGE OF ASPHALT
EVC	END VERTICAL CURVE
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
FFE	FINISH FLOOR ELEVATION
FG	FINISH GRADE
FH	FIRE HYDRANT
FL	FLOWLINE FND FOUNDATION
FP	FIRE PROTECTION
FTG	FOOTING
G	GAS, NATURAL GAS
GB	GRADE BREAK
GV	GATE VALVE
HDPE	HIGH-DENSITY POLYETHYLENE PIPE
HP	HIGH POINT
HPE	HIGH POINT ELEVATION

ABBREVIATIONS

HPS	HIGH POINT STATION
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
INV	INVERT
IRR	IRRIGATION
IRRMH	IRRIGATION MANHOLE
K	RADIUS OF CURVATURE
L	LENGTH
LAT	LATERAL SERVICE
LD	LAND DRAIN
LDMH	LAND DRAIN MANHOLE
LF	LINEAL FEET
LG	LIP OF GUTTER
LP	LOW POINT
LPE	LOW POINT ELEVATION
MECH	MECHANICAL
MH	MANHOLE
MON	MONUMENT
NE	NORTHEAST
NW	NORTHWEST
OD	OUTSIDE DIAMETER
OHP	OVERHEAD POWER
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
PC	POINT OF CURVATURE
PCC	PORTLAND CONCRETE CEMENT
PI	POINT OF INFLECTION
PL	PROPERTY LINE
PPM	PARTS PER MILLION
PROP	PROPERTY
PT	POINT OF TANGENCY
PUE	PUBLIC UTILTIY EASEMENT
PUE&DE	PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT
PVC	POLYVYL CHLORIDE
PVI	POINT OF VERTICAL INFLECTION
R	RADIUS
RC	REBAR & CAP
RCL	ROADWAY CENTERLINE
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SD	STORM DRAIN
SDCB	STORM DRAIN CATCH BASIN
SDCO	STORM DRAIN CLEANOUT
SDMH	STORM DRAIN MANHOLE
SDR	STANDARD DIMENSION RATIO
SE	SOUTHEAST
SEC	SECONDARY, SECTION
SLB&M	SALT LAKE BASE & MERIDIAN
SPEC	SPECIFICATION
SPP	STEEL PIPE
SS	SANITARY SEWER
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STD	STANDARD
SW	SECONDARY WATER
SW	SOUTHWEST
SWL	SECONDARY WATERLINE
SWPPP	STORMWATER POLLUTION PREVENTION PLAN
TAN	TANGENT
TB	THRUST BLOCK
TBC	TOP BACK OF CURB
TBW	TOP BACK OF WALK
TEL	TELEPHONE
TCW	TOP OF CURBWALL
TOA	TOP OF ASPHALT
TOC	TOP OF CONCRETE
TOE	TOE OF SLOPE OR WALL
TOG	TOP OF GRATE
TOW	TOP OF WALL
UTIL	UTILITY
UD	UNDERDRAIN
UGP	UNDERGROUND POWER
VC	VERTICAL CURVE
W	WEST, WATER
W2	SECONDARY WATER
WL	WATERLINE
WM	WATER METER
WP	WORK POINT

Know what's below.
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UTILITY NOTIFICATION CENTER, INC.
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DEVELOPER

1300 DEVELOPERS LLC
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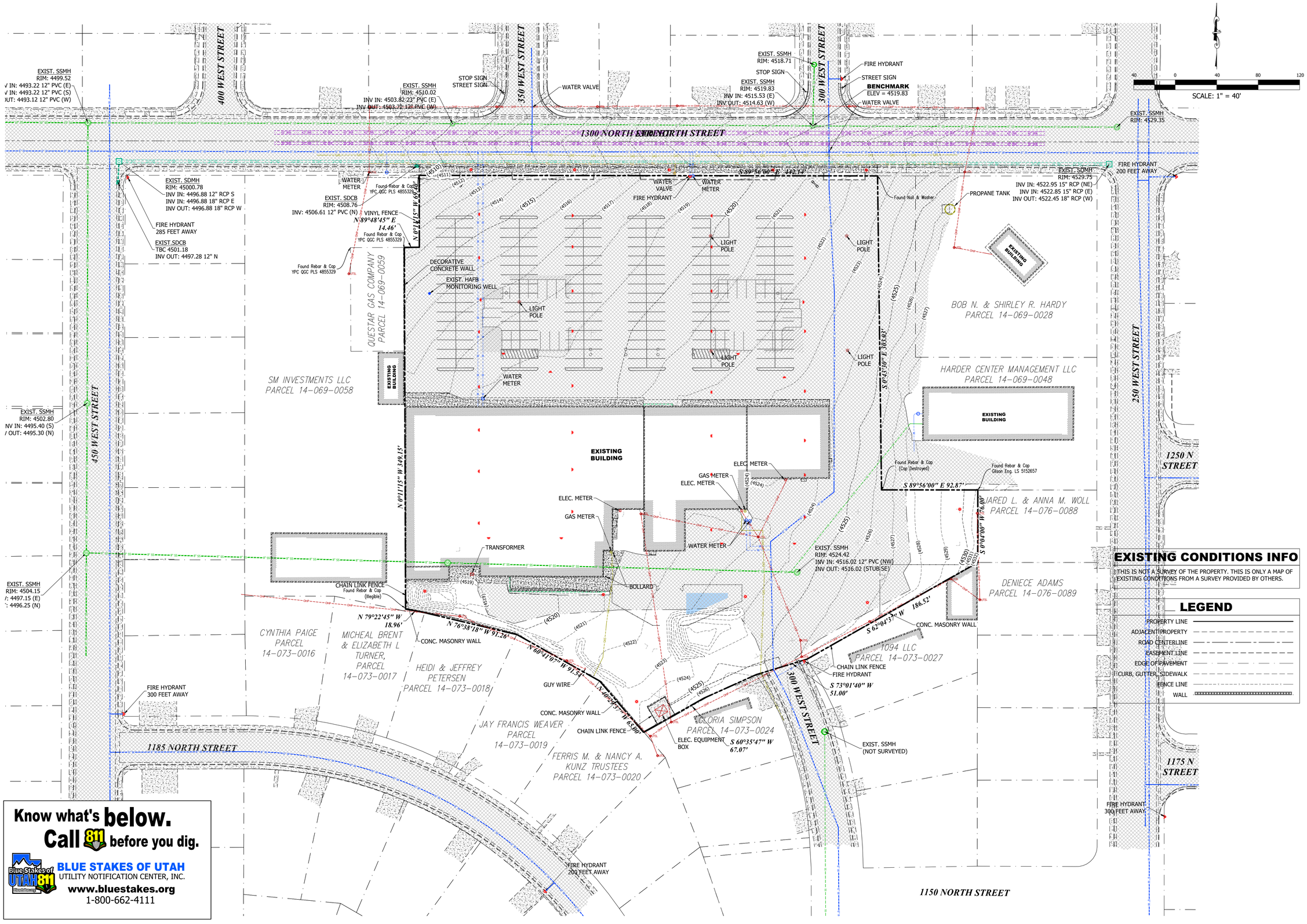
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
P/ARCEL #14069049 AND P/ARCEL #14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS 1920001.dwg	

C101
NOTES & LEGEND



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EXISTING CONDITIONS INFO

THIS IS NOT A SURVEY OF THE PROPERTY. THIS IS ONLY A MAP OF EXISTING CONDITIONS FROM A SURVEY PROVIDED BY OTHERS.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY
- ROAD CENTERLINE
- EASEMENT LINE
- EDGE OF PAVEMENT
- CURB, GUTTER, SIDEWALK
- FENCE LINE
- WALL

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C200
EXISTING CONDITIONS

EXISTING SEWER LATERAL LOCATIONS UNKNOWN. THEY ARE TO BE LOCATED DURING DEMOLITION, DISCONNECTED, AND CAPPED AT THE CITY MAIN.

EXISTING FIRE LINE AND CULINARY SERVICETO BUILDING TO BE CAPPED AT THE MAIN AND REMOVED FROM CITY R.O.W. CONTRACTOR TO COORD. WITH CITY PERSONNEL

350 WEST STREET

EXISTING CURB AND SIDEWALK ALONG THE FRONTAGE OF THE PROPERTY TO BE REMOVED

SAW CUT LINE FOR WATER TRENCH

300 WEST STREET

SAW CUT ASPHALT LINE

1300 NORTH STREET

SCALE: 1" = 30'

EXISTING CONCRETE CURB TO BE REMOVED

ALL EXISTING ASPHALT TO BE REMOVEDD

EXIST. WATER METER TO REMAIN

EXIST FIRE HYDRANT TO REMAIN

EXISTING CONCRETE CURB TO BE REMOVED

DISCONNECT AND CAP SOUTH LEG OF EXIST. CULINARY MAIN AT THE TEE OR CROSS. REMOVE FROM CITY R.O.W. EXISTING LOCATION (EAST-WEST) UNKOWN. CONTRACTOR TO COORD. WITH CITY PERSONNEL

EXISTING LIGHT POLE TO BE REMOVED

EXISTING LIGHT POLE TO BE REMOVED

EXIST. BLDG

ABANDON WATER LINE (REMOVE THROUGH NEW BLDGS)

EXISTING HAFB MONITORING WELL TO REMAIN

EXISTING LIGHT POLE TO BE REMOVED

ALL EXISTING ASPHALT TO BE REMOVED

SAW CUT EXISTING ASPHALT LINE

EXISTING LIGHT POLE TO BE REMOVED

EXISTING LIGHT POLE TO BE REMOVED

EXIST. BLDG

REMOVE WATER METER AND FIRE LINE FROM HERE TO CONNECTION LINE

EXISTING CONCRETE SECTION TO BE REMOVED

EXIST. BLDG

EXIST. OFFSITE SEWER SERVICE TO REMAIN

REMOVE EXISTING BUILDINGS

EXISTING ELEC. METER TO BE REMOVED

EXISTING POWER POLE TO BE REMOVES

REMOVE EXISTING GAS METER

EXISTING CONCRETE TO BE REMOVED

ABANDON WATER LINE (REMOVE THROUGH NEW BLDGS)

EXIST. SSMH TO REMAIN

EXIST. CONCRETE TO BE REMOVED

EXISTING CONCRETE TO BE REMOVED

EXISTING TRANSFORMER BOX TO BE REMOVED

REMOVE EXISTING GAS METER

REMOVE WATER METER AND ABANDON LATERAL

ALL EXISTING ASPHALT TO BE REMOVEDD

EXISTING LIGHT POLE TO BE REMOVED

EXISTING POWER POLE TO BE REMOVES

EXISTING LIGHT POLE TO REMAIN

EXIST. SSMH TO REMAIN

EXISTING BOLLARD TO BE REMOVED

DISCONNECT AND CONNECT TO NEW WATER LINE APPROXIMATELY HERE EXIST. WL MAIN LOCATION UNKOWN. CONTRACTOR TO COORD. WITH CITY PERSONNEL.

REMOVE ALL OVERHEAD POWER LINES FROM HERE TO THE PROPERTY LINE

EXISTING LIGHT POLE TO REMAIN

ALL EXISTING ASPHALT TO BE REMOVEDD

EXISTING POWER POLE TO BE REMOVES

REMOVE ALL EXISTING FENCE

REMOVE ALL GAS LINES FROM HERE TO THE PROPERTY LINE

REMOVE ALL GAS LINES FROM HERE TO THE PROPERTY LINE

ALL EXISTING CONNECTIONS TO SEWER MAIN TO BE CAPPED AT THE MAIN AND REMOVED. CONTRACTOR TO COORD. WITH CITY PERSONNEL.

EXISTING LIGHT POLE TO REMAIN

SAW CUT EXISTING ASPHALT LINE

EXISTING LIGHT POLE TO REMAIN

REMOVE ALL OVERHEAD POWER LINES FROM HERE TO THE PROPERTY LINE

300 WEST STREET

EXISTING ELECTRICAL BOX AND CONCRETE PAD TO REMAIN

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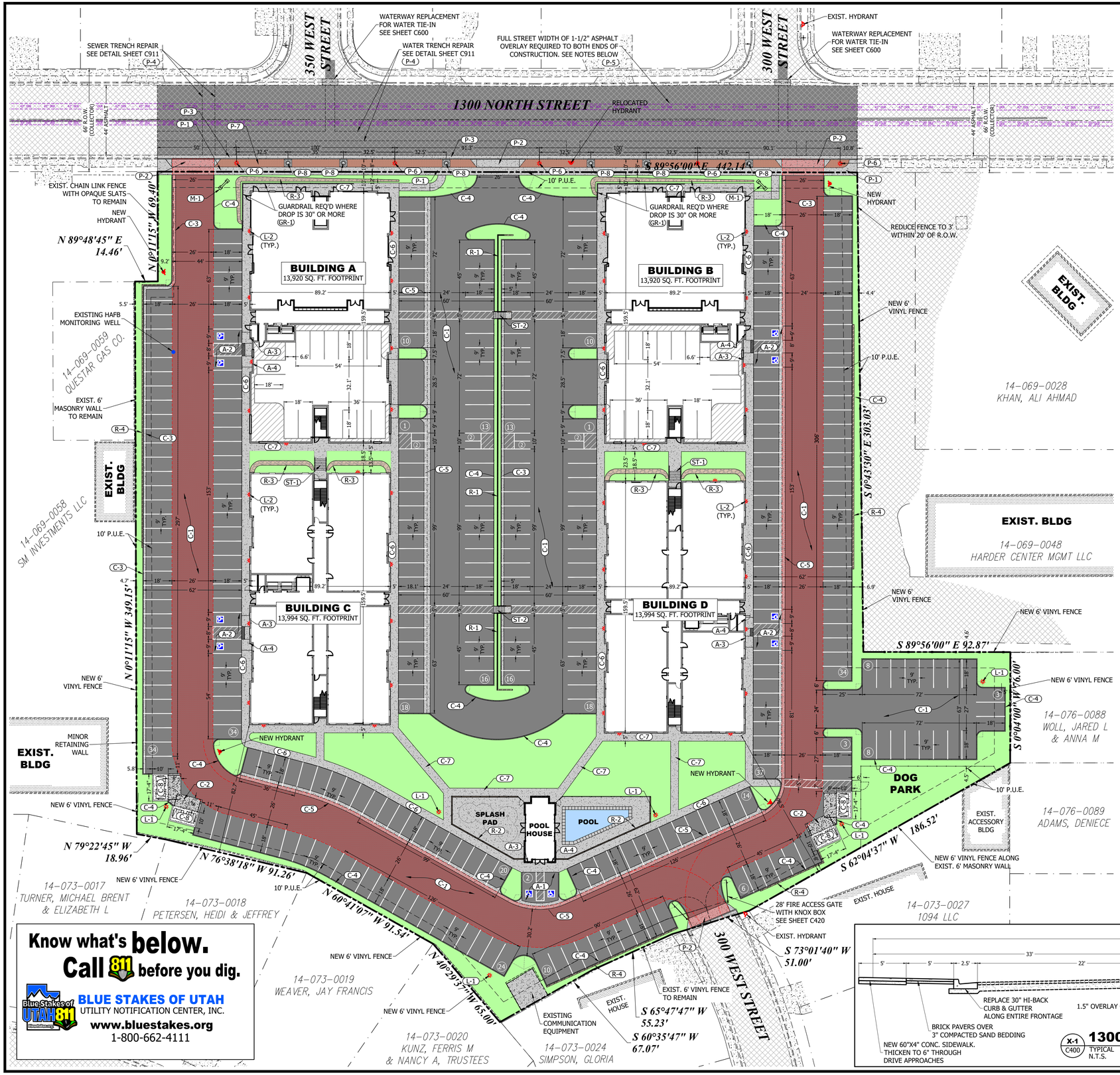
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS	1920001.dwg

C300
DEMOLITION PLAN



SYMBOL LEGEND

- A-1 ADA ACCESSIBLE PARKING & RAMPS (FLUSH CURB) PER DETAIL, SHEET C902
- A-2 ADA ACCESSIBLE PARKING & RAMPS PER DETAIL, SHEET C902
- A-3 ADA VAN-ACCESSIBLE PARKING SIGN PER DETAIL, SHEET C902
- A-4 ADA RESERVED PARKING SIGN PER DETAIL, SHEET C902
- C-1 PRIVATE ASPHALT & BASE PER DETAIL, SHEET C900
- C-2 PRIVATE CONCRETE PAVING SLAB PER DETAIL, SHEET C900
- C-3 PRIVATE 24" CATCH CURB & GUTTER PER DETAIL, SHEET C900
- C-4 PRIVATE CONCRETE 6"X12" CURBWALL PER DETAIL, SHEET C900
- C-5 PRIVATE 48" CONCRETE WATERWAY PER DETAIL, SHEET C900
- C-6 PRIVATE THICKENED EDGE SIDEWALK PER DETAIL, SHEET C900
- C-7 PRIVATE CONCRETE SIDEWALK PER DETAIL, SHEET C900
- C-8 DUMPSTER ENCLOSURE PER DETAIL, SHEET C900
- GR-1 HANDRAIL/GUARDRAIL PER DETAIL, SHEET C901
- L-1 PRIVATE LIGHT POLE SEE DETAIL, SHEET C901
- L-2 WALL-PACK BUILDING-MOUNTED SITE ILLUMINATION MFG, MODEL, NUMBER AND SPACING TBD BY STUDY
- M-1 NEW MONUMENT SIGN SEPARATE SUBMITTAL WILL BE REQUIRED
- P-1 CONCRETE SIDEWALK REPLACEMENT PER SUNSET CITY STANDARDS, SHEET C903
- P-2 FLARED TYPE CONCRETE DRIVE APPROACH PER SUNSET CITY STANDARDS, SHEET C903
- P-3 CONCRETE CURB & GUTTER REPLACEMENT PER SUNSET CITY STANDARDS, SHEET C903
- P-4 ASPHALT REPLACEMENT (3" ASPHALT OVER 10" BASE) PER SUNSET CITY STANDARDS, SHEET C903
- P-5 1.5" ASPHALT OVERLAY PER SUNSET CITY STANDARDS SEE "ASPHALT PAVING REQUIREMENTS" NOTES BELOW
- P-6 PUBLIC STREET LIGHT PER SUNSET CITY DETAIL, SHEET C903
- P-7 CONCRETE PAVER BLOCK PARK STRIP PER SECTION X-1 BELOW
- P-8 60" TREE GRATE
- R-1 MINOR CONCRETE RETAINING WALL WITH GUARDRAIL PER DETAIL, SHEET C521
- R-2 MINOR CONCRETE RETAINING WALL WITH FENCE PER DETAIL, SHEET C522
- R-3 MINOR ROCK RETAINING WALL PER DETAIL, SHEET C520
- R-4 MINOR LANDSCAPE WALL PER DETAIL, SHEET C520
- ST-1 CONCRETE STAIRS PER DETAIL, SHEET C901
- ST-2 CONCRETE STAIRS PARKING ACCESS PER DETAIL, SHEET C901

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

PARKING PROVIDED

STANDARD PARKING PROVIDED	383
MOTORCYCLE PARKING PROVIDED	10
ADA PARKING REQ'D (8 PER 400)	8
ADA PARKING PROVIDED	8

AREA TABULATION

	sq.ft.	Acres	%
BUILDING	56,568	1.30	25%
IMPROVEMENTS	115,212	2.64	52%
LANDSCAPE	51,882	1.19	23%
TOTAL	223,662	5.13	100%

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"X60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

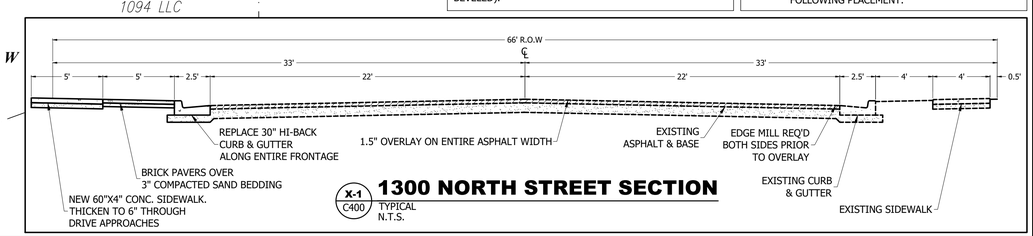
ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMPS:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

ASPHALT PAVING REQUIREMENTS

1. TRENCH PATCHING:
   - PATCHING - "TEE-PATCH" REQUIRED FOR ALL TRENCHES (12"WIDE TEE – SHOW A DETAIL IN THE DRAWINGS)
     - ROADBASE TO BE 12" COMPACTED THICKNESS.
     - BITUMINOUS ASPHALT TO 4" COMPACTED THICKNESS.
     - TACK OIL ALL EXISTING ASPHALT EDGES.
2. BITUMINOUS ASPHALT MILLING:
   - FOLLOWING ALL PATCHING THE ROADWAY SURFACE WILL REQUIRE SURFACE MILLING. THE FIRST MILLING PASS MUST BEGIN AT THE CURB LIP AND MUST BE A 1-½" THICK MILL FOR THE FULL 7-FOOT-WIDE PASS. THE SECOND MILLING PASS WILL NEED TO BE A 1-½" TAPERED TO 0" NEAR THE CROWN OF THE ROAD.
   - FOLLOWING THE PAVEMENT MILL WORK THE CONTRACTOR WILL NEED TO PLACE A PAVING FABRIC "MIRAFI" – MPV400 AND USING AND TACK OIL APPLIED AT 0.16 TO 0.20 GALLONS PER SQUARE YARDS OF FABRIC.
3. BITUMINOUS ASPHALT OVERLAY:
   - THE OVERLAY MUST BE 1-3/4 " COMPACTED THICKNESS.
   - THE ASPHALT MATERIAL MUST FOLLOW THE SUNSET CITY STANDARDS:
     - CLASS III ROADWAY – USING PG 64-28.
     - AGGREGATE MAXIMUM SIZE AT ½" MATERIAL, FOLLOWING ASTM C117.
     - MAXIMUM 15% RECYCLED (RAP).
     - COMPLIANCE CERTIFICATION REPORT REQUIRED FOLLOWING PLACEMENT.

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X-1 / C400 **1300 NORTH STREET SECTION**
TYPICAL
N.T.S.

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sunsetbuilders11@gmail.com

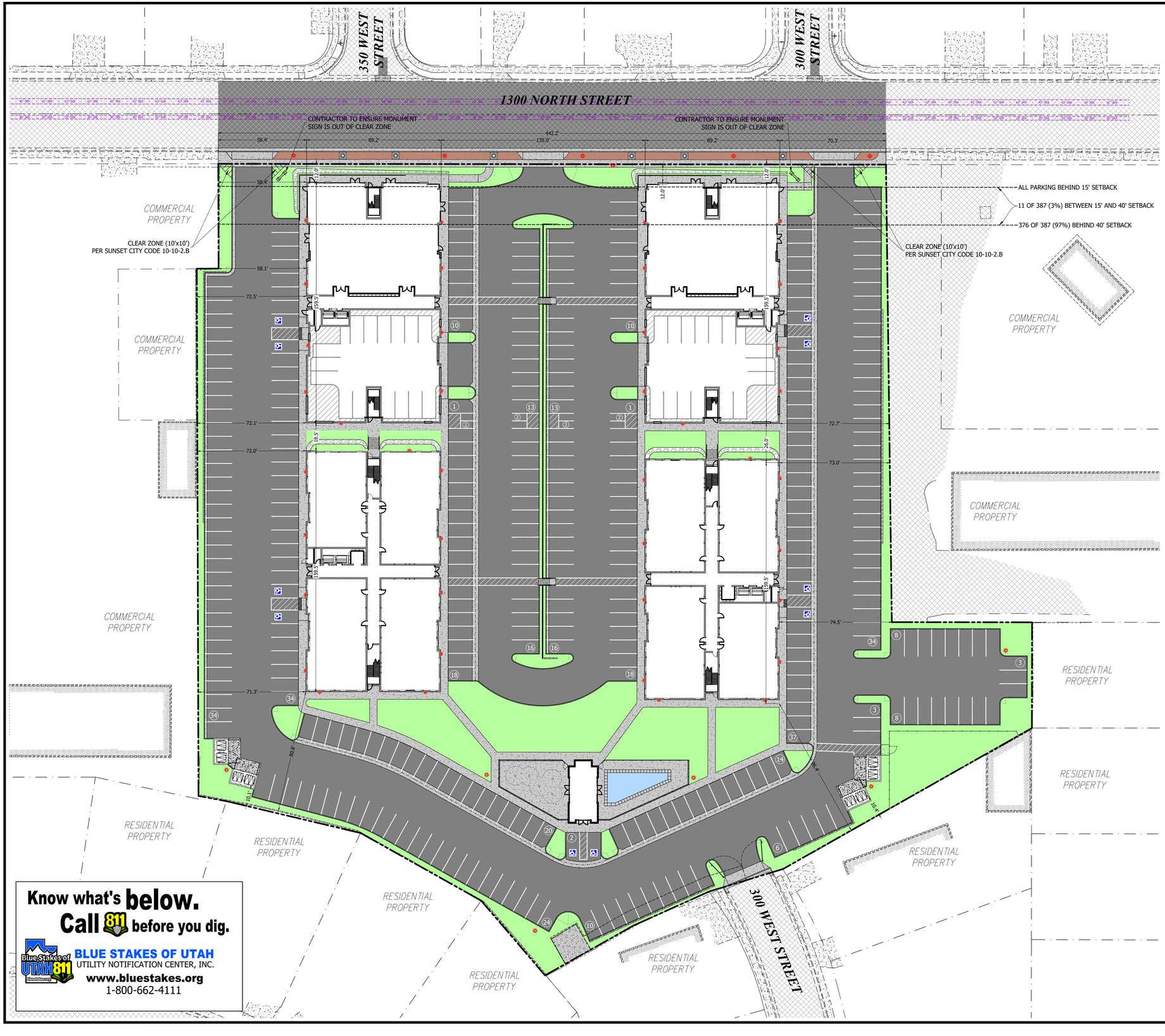
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Woods Cross, UT 84010
Phone 801.298.2236
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REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER
325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS 1920001.dwg	

C400
SITE PLAN



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RESIDENTIAL PARKING REQUIRED
STUDIO: 1* 88 = 88
1 BEDROOM: 126 * 1.5 = 189
2 & 3 BEDROOM: 36 * 2 = 72
GUEST PARKING: 250 / 8 = 32
TOTAL RESIDENTIAL REQ'D = 381

COMMERCIAL PARKING REQ'D
13,987 SQ.FT. / 1,000 * 2 = 28

TOTAL REQUIRED PARKING = 381+28 = 409

PARKING PROVIDED
REGULAR PARKING = 383
10 MOTORCYCLE PARKING = 5 REGULAR
TOTAL PARKING PROVIDED = 388

PARKING PROVIDED	
STANDARD PARKING PROVIDED	385
MOTORCYCLE PARKING PROVIDED	10
ADA PARKING REQ'D (8 PER 400)	8
ADA PARKING PROVIDED	8

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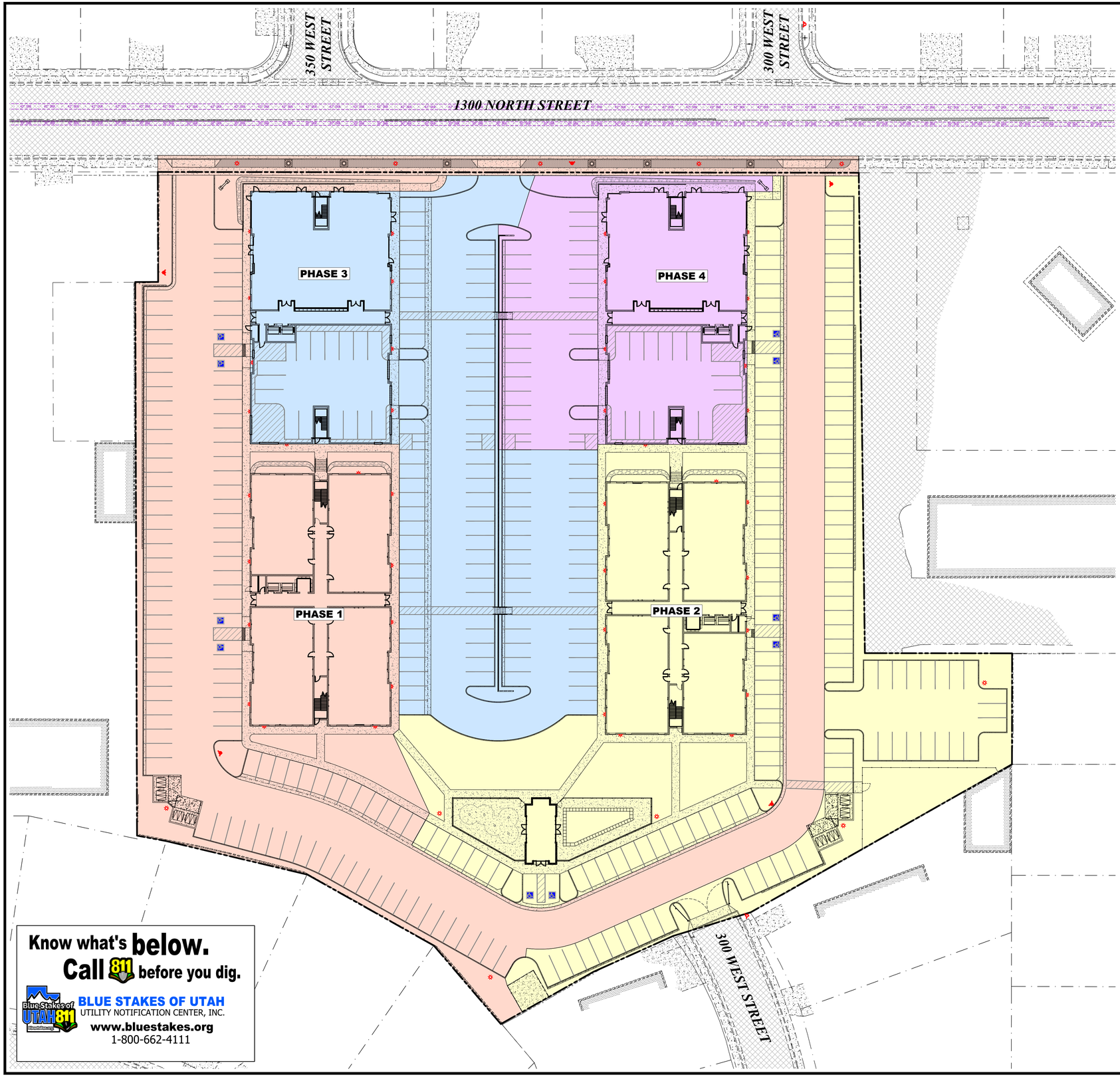
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9-13-21
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SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069004 9 AND PARCEL # 14069005 2
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS 1920001.dwg	

C401
PARKING & BUILDING DIMENSIONS



30 0 30 60 90

SCALE: 1" = 30'

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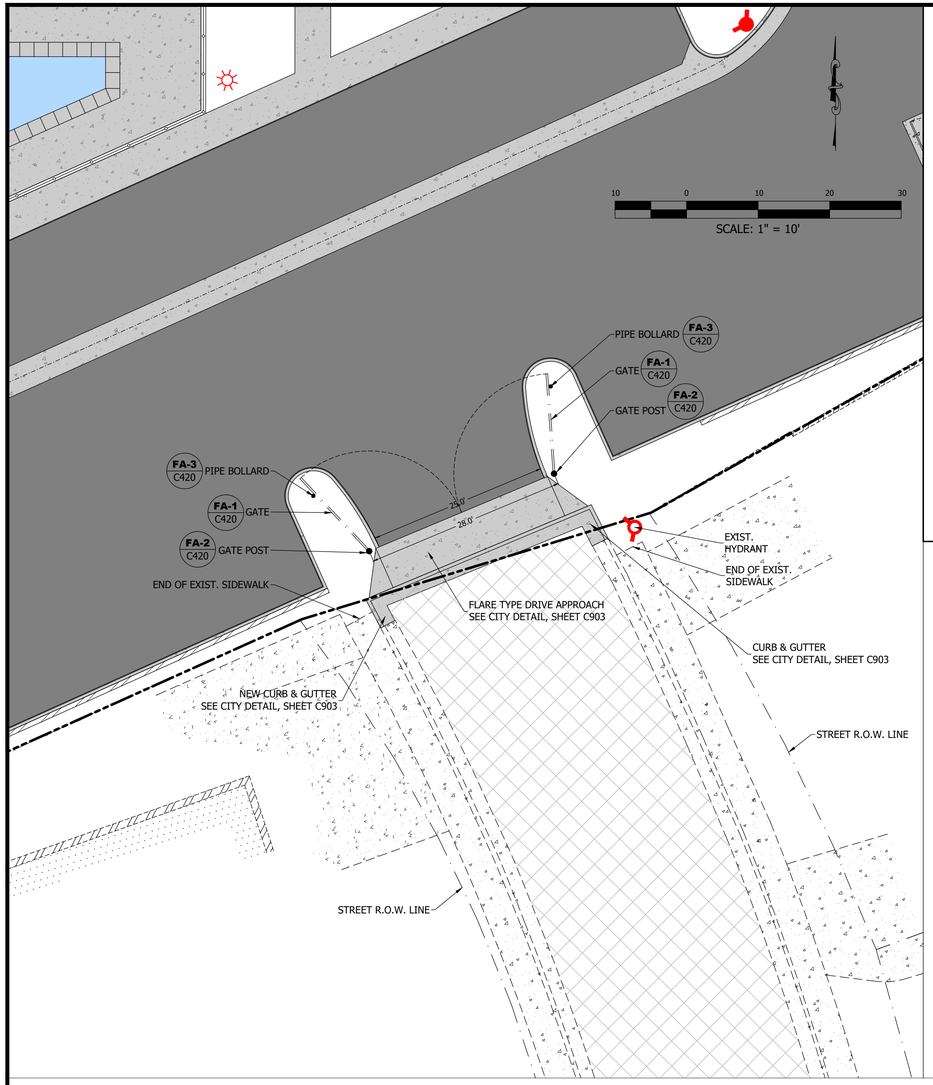
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SUNSET TOWNE CENTER

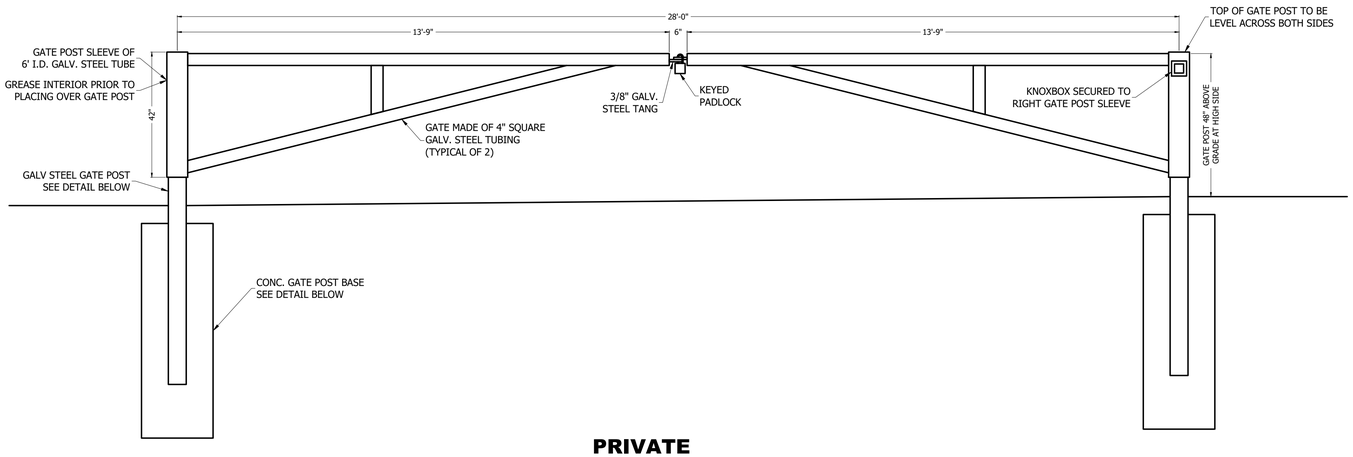
325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS 1920001.dwg	

C410
PHASING PLAN

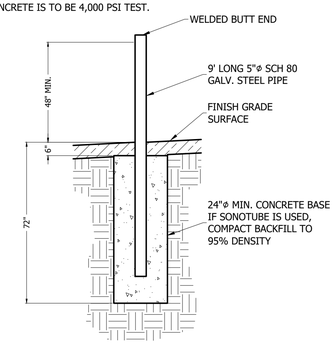


300 WEST FIRE ACCESS



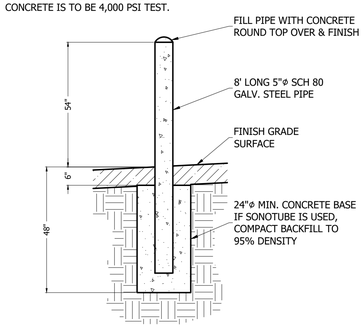
PRIVATE
FIRE ACCESS GATE
FA-1 C400 TYPICAL N.T.S.

NOTES
1. BACKFILL IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.



PRIVATE
GATE POST
FA-2 C420 TYPICAL N.T.S.

NOTES
1. BACKFILL IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.



PRIVATE
CONCRETE PIPE BOLLARD
FA-3 C420 TYPICAL N.T.S.

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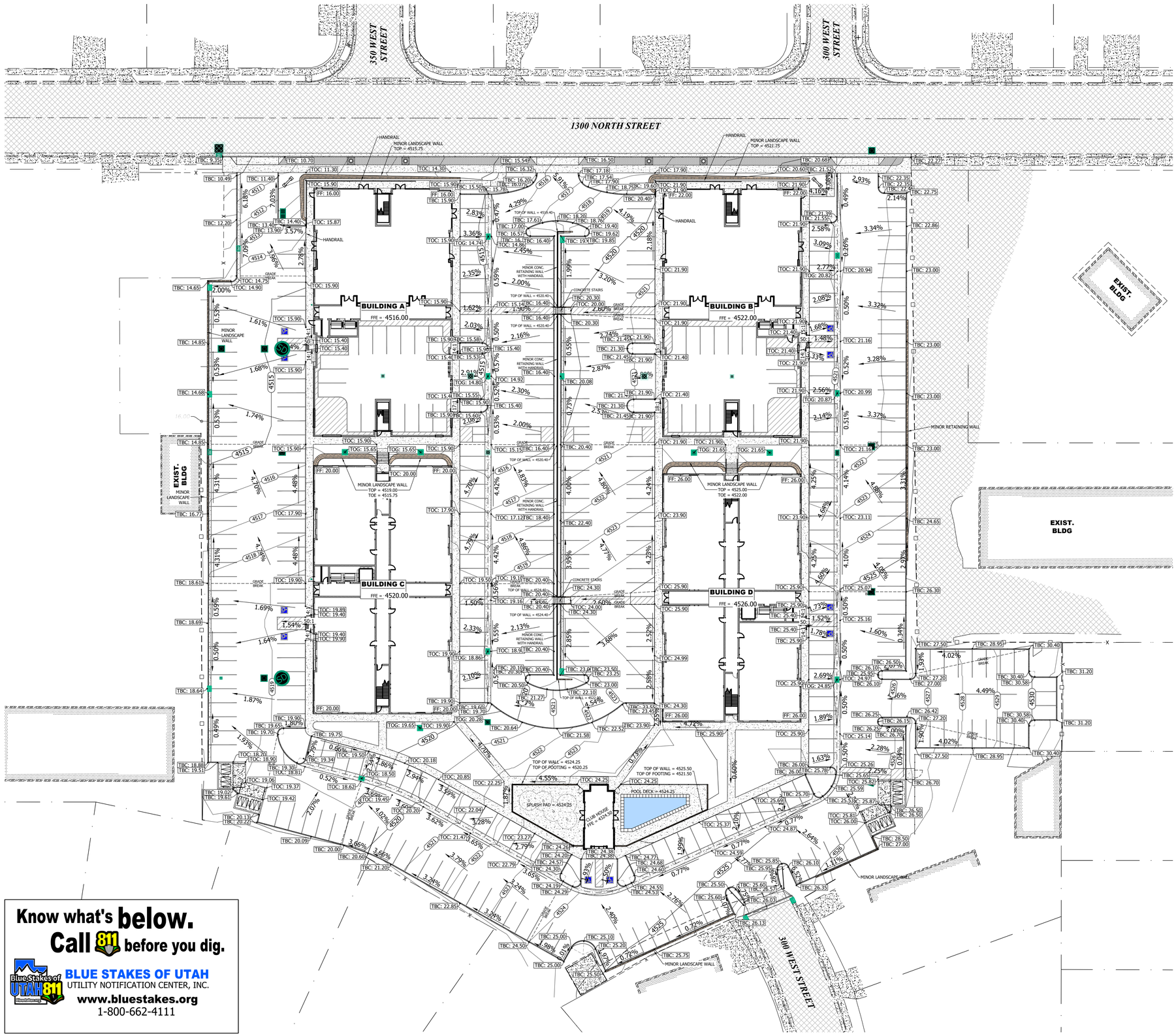
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SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
SHEETS	1920001.dwg

C420
300 WEST FIRE ACCESS



ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"X60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMPS:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

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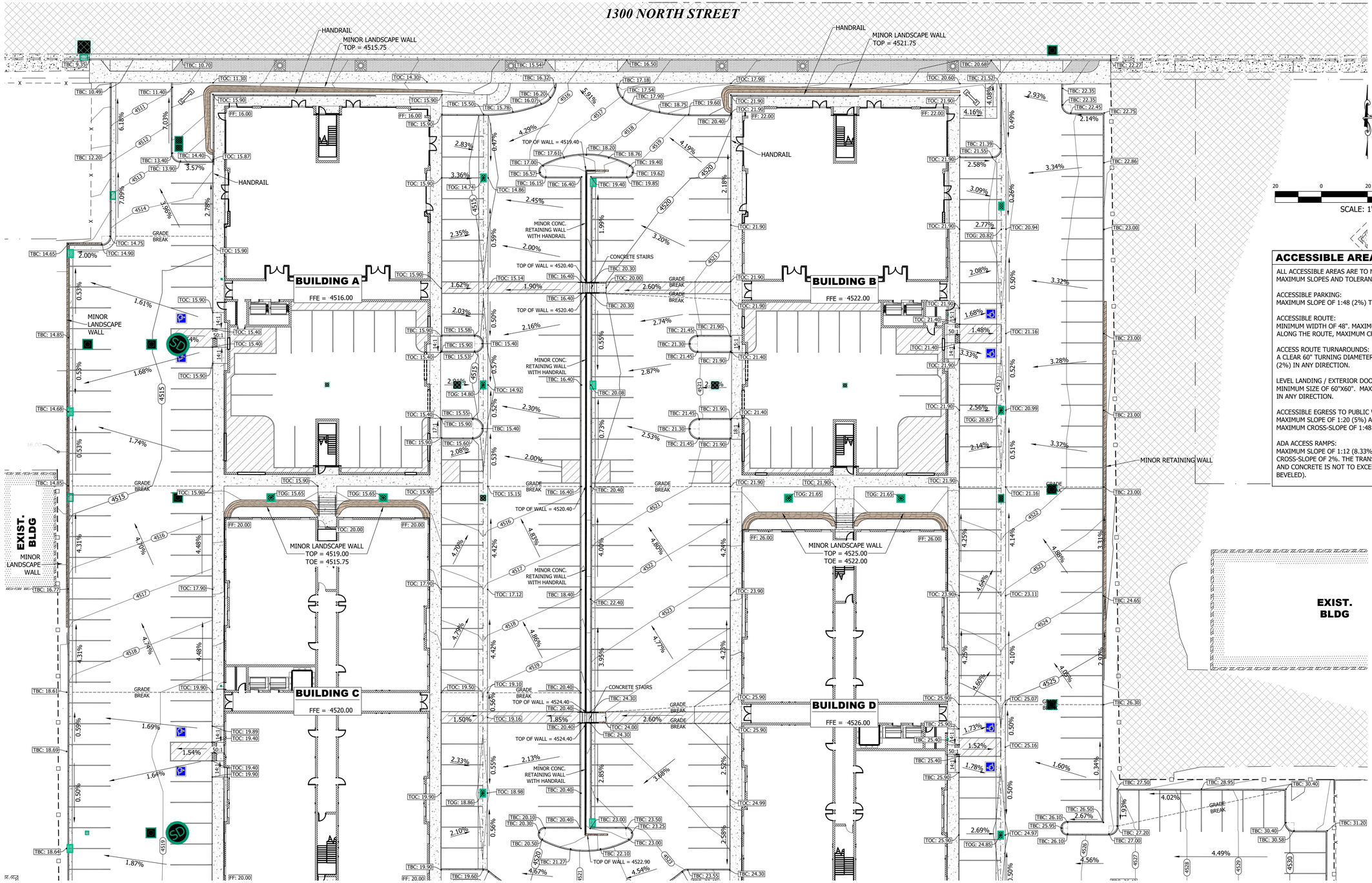
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C500 SHEETS 1920001.dwg	

C500
GRADING PLAN

1300 NORTH STREET



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SUNSET CITY, DAVIS COUNTY, UTAH

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APPROVED:	LKM
PROJECT #:	1920001
C500 SHEETS 1920001.dwg	

C510
GRADING PLAN - NORTH

EXIST. BLDG

MINOR LANDSCAPE WALL

MINOR LANDSCAPE WALL
TOP = 4519.00
TOE = 4515.75

BUILDING C
FFE = 4520.00

MINOR CONC. RETAINING WALL WITH HANDRAIL

TOP OF WALL = 4524.40

TOP OF WALL = 4524.40

MINOR CONC. RETAINING WALL WITH HANDRAIL

CONCRETE STAIRS

TOP OF WALL = 4522.90

MINOR LANDSCAPE WALL
TOP = 4525.00
TOE = 4522.00

BUILDING D
FFE = 4526.00

EXIST. BLDG

TOP OF WALL = 4524.25
TOP OF FOOTING = 4520.25

TOP OF WALL = 4525.50
TOP OF FOOTING = 4521.50

SPLASH PAD = 4524.25

CLUB HOUSE
FFE = 4524.50

POOL DECK = 4524.25

MINOR LANDSCAPE WALL

300 WEST STREET

20 0 20 40 60

SCALE: 1" = 20'

ACCESSIBLE AREA CONSTRAINTS

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1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-518-5747
sunsetbuilders11@gmail.com

REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

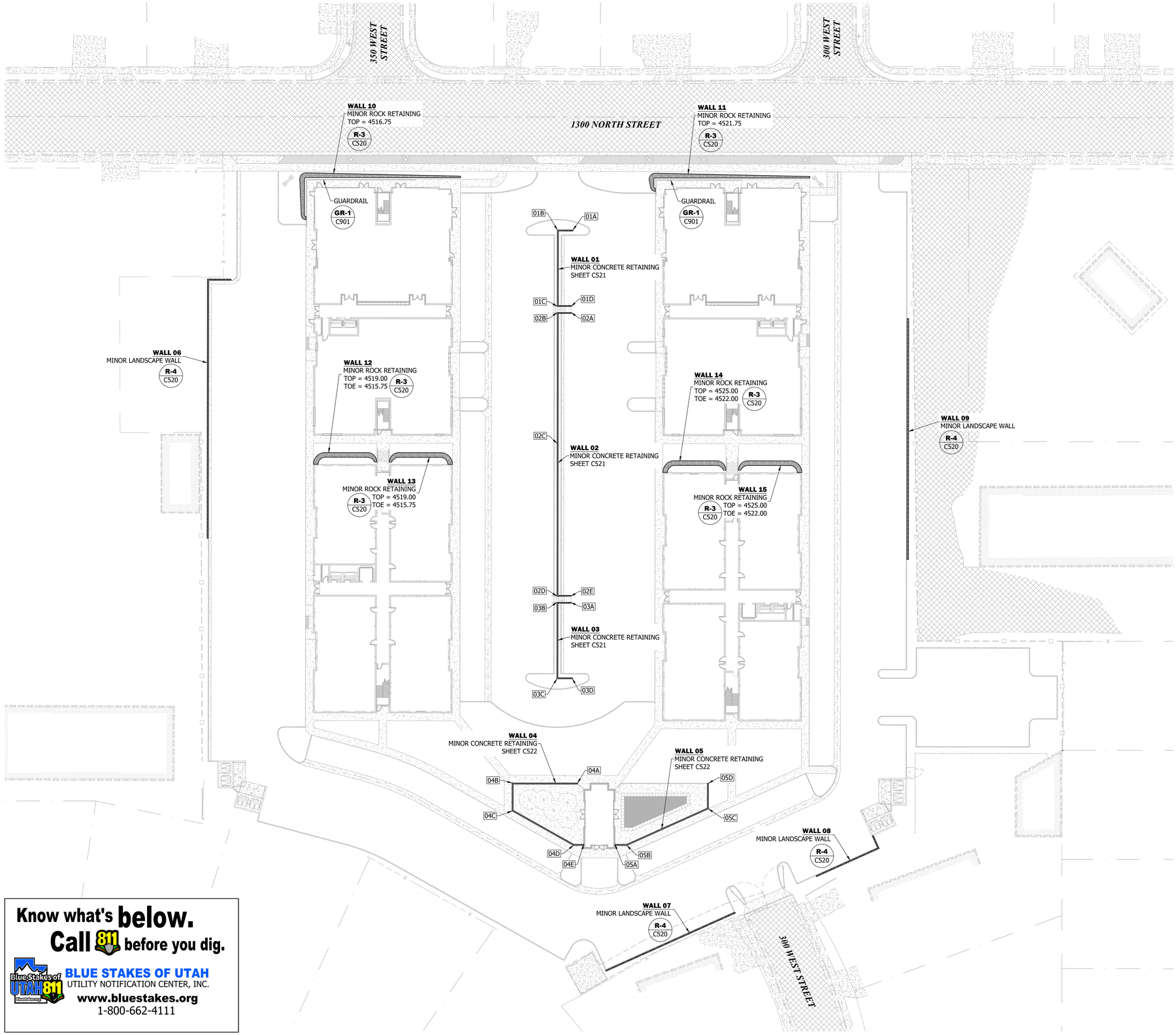
SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C500 SHEETS 1920001.dwg	

C511

GRADING PLAN - SOUTH

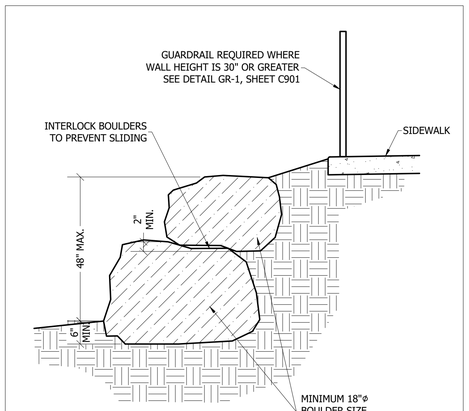


30 0 30 60 90

SCALE: 1" = 30'

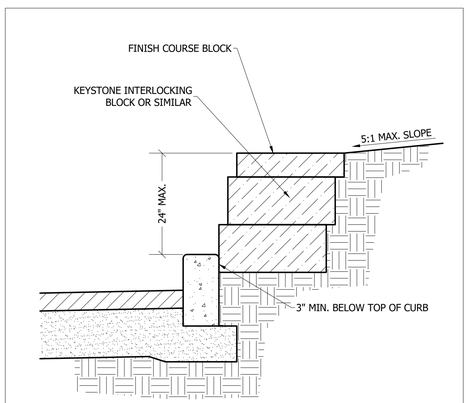
GUARDRAIL PROTECTION

GUARDRAIL PROTECTION REQUIRED FOR ALL WALLS WHERE THERE IS AN ELEVATION DIFFERENCE OF 30 INCHES OR MORE.



MINOR ROCK RETAINING WALL

R-3 / C400 TYPICAL N.T.S.



MINOR LANDSCAPE WALL

R-4 / C400 TYPICAL N.T.S.

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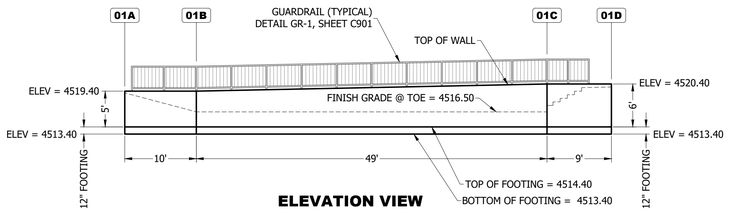
SUNSET TOWNE CENTER

325 WEST 1300 NORTH

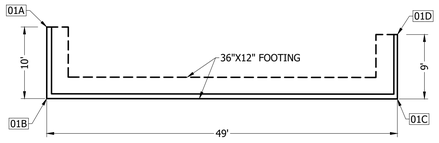
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C500 SHEETS 1920001.dwg	

C520
RETAINING WALLS



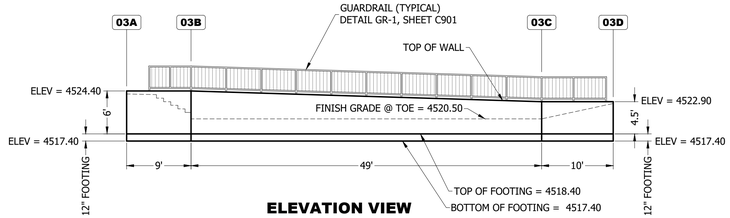
ELEVATION VIEW



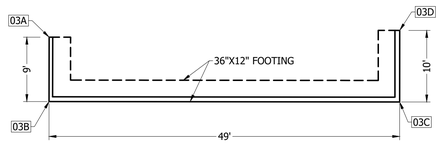
TOP VIEW

WALL 01

SCALE: 1" = 10'



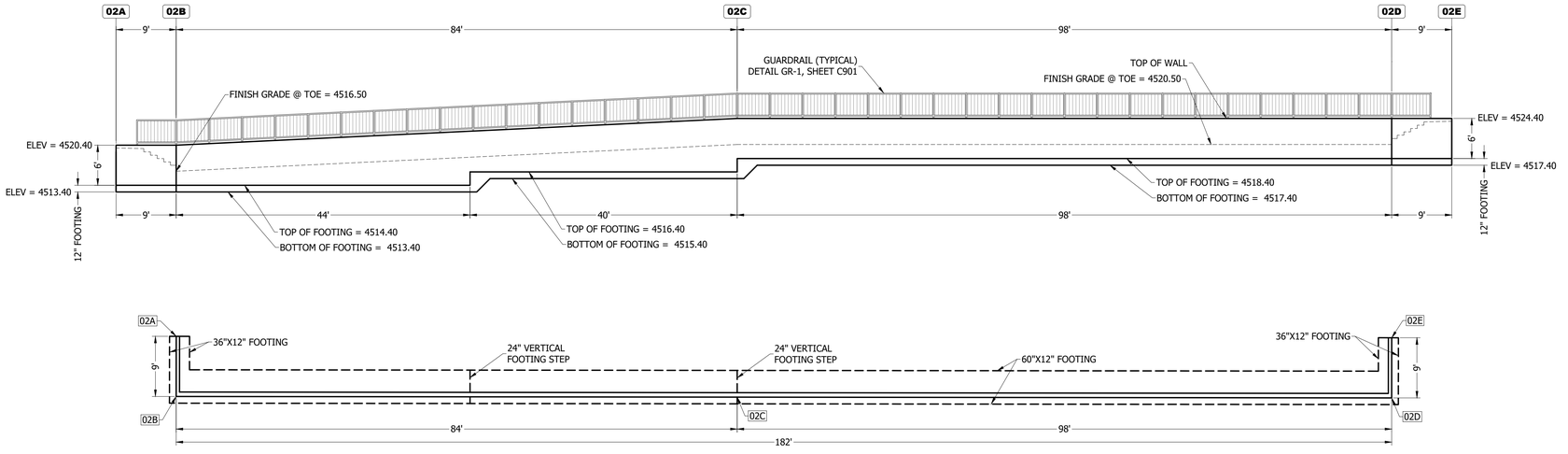
ELEVATION VIEW



TOP VIEW

WALL 03

SCALE: 1" = 10'



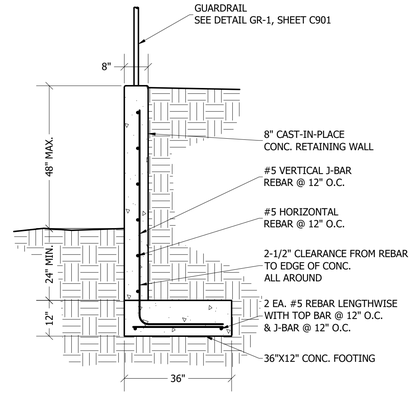
TOP VIEW

WALL 02

SCALE: 1" = 10'

GUARDRAIL PROTECTION

GUARDRAIL PROTECTION REQUIRED FOR ALL WALLS WHERE THERE IS AN ELEVATION DIFFERENCE OF 30 INCHES OR MORE.



MINOR CONCRETE RETAINING WALL WITH GUARDRAIL

R-1 / C400 TYPICAL N.T.S.

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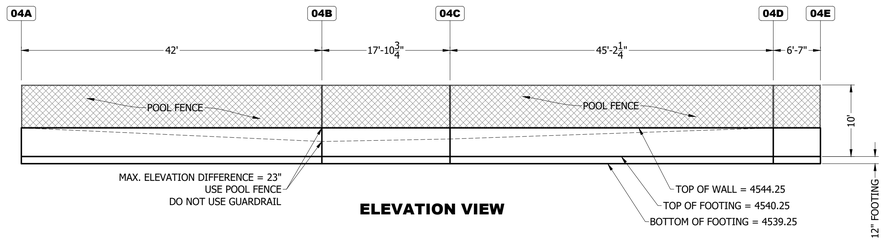
SUNSET TOWNE CENTER

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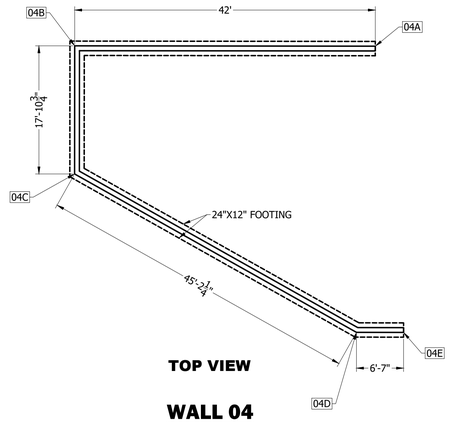
DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C500 SHEETS 1920001.dwg	

C521

WALLS 01, 02 & 03



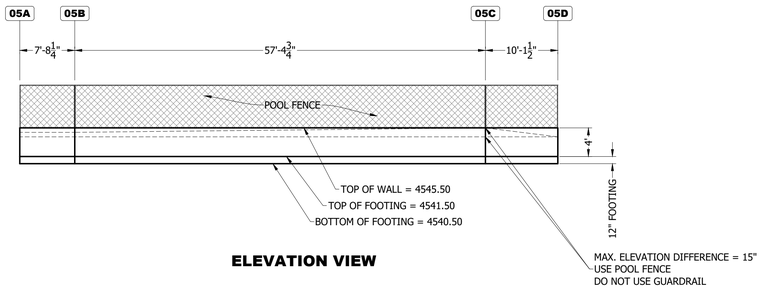
ELEVATION VIEW



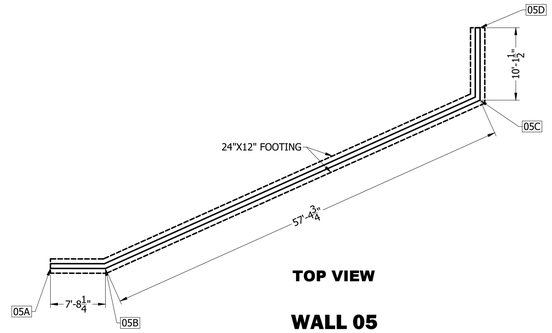
TOP VIEW

WALL 04

SCALE: 1" = 10'



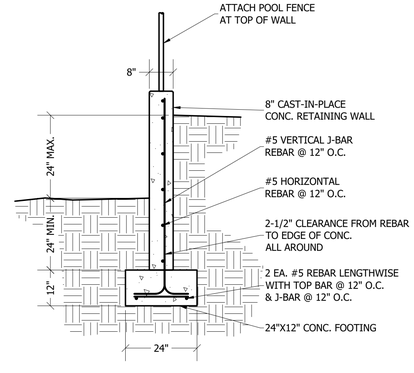
ELEVATION VIEW



TOP VIEW

WALL 05

SCALE: 1" = 10'



MINOR CONCRETE RETAINING WITH FENCE

R-2 / C400 TYPICAL
N.T.S.

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REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

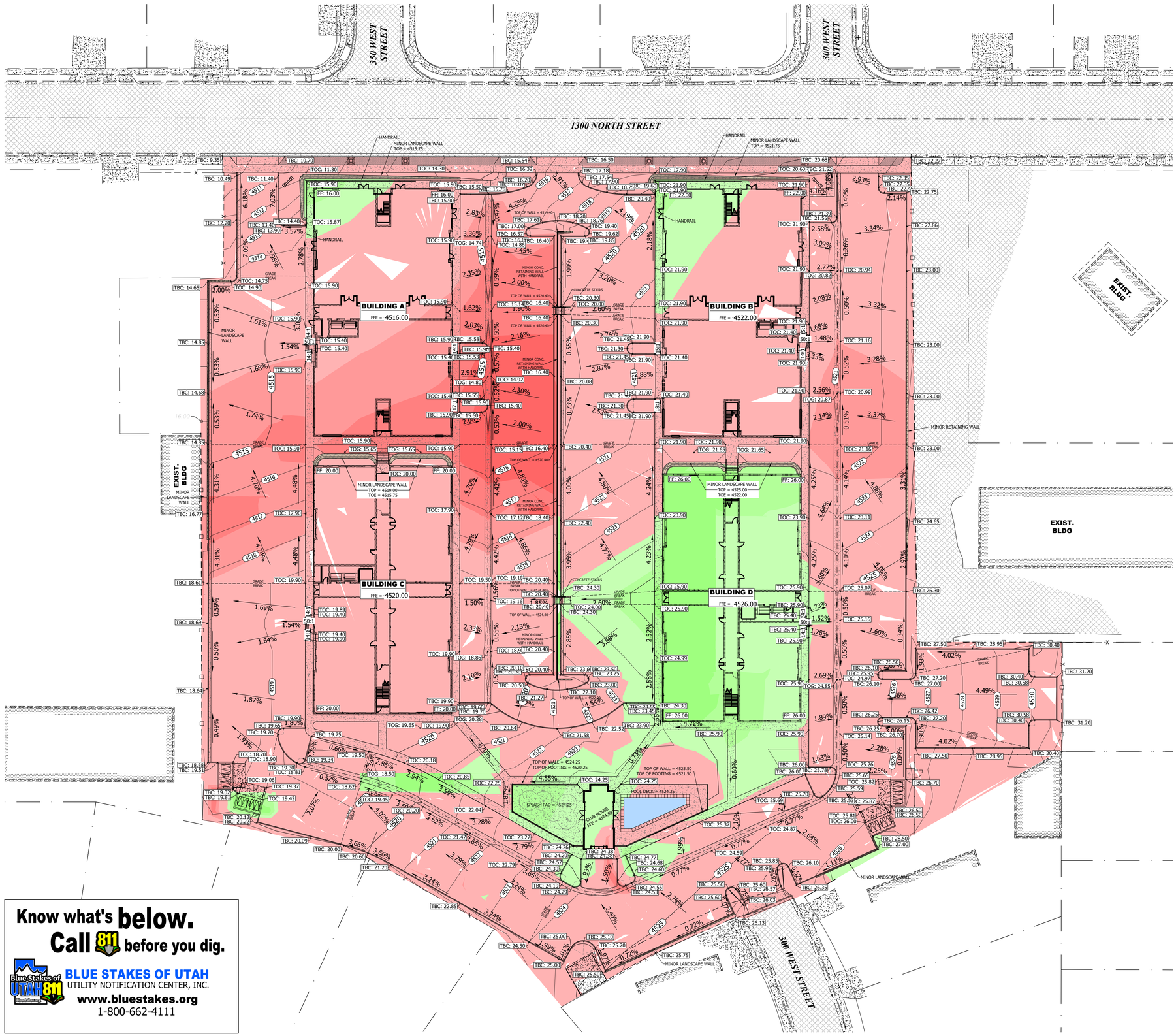
SUNSET TOWNE CENTER

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PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C500 SHEETS 1920001.dwg	

C522

WALLS 04 & 05



CUT FILL REPORT

CUT (CY)	FILL (CY)	NET(CY)
6,895	3,286	3,609 (CUT)

CUTS & FILLS

Number	Minimum Elevation	Maximum Elevation	Color
1	-6.000	-5.000	
2	-5.000	-4.000	
3	-4.000	-3.000	
4	-3.000	-2.000	
5	-2.000	1.000	
6	-1.000	0.000	
7	0.000	1.000	
8	1.000	2.000	
9	2.000	3.000	
10	3.000	4.000	

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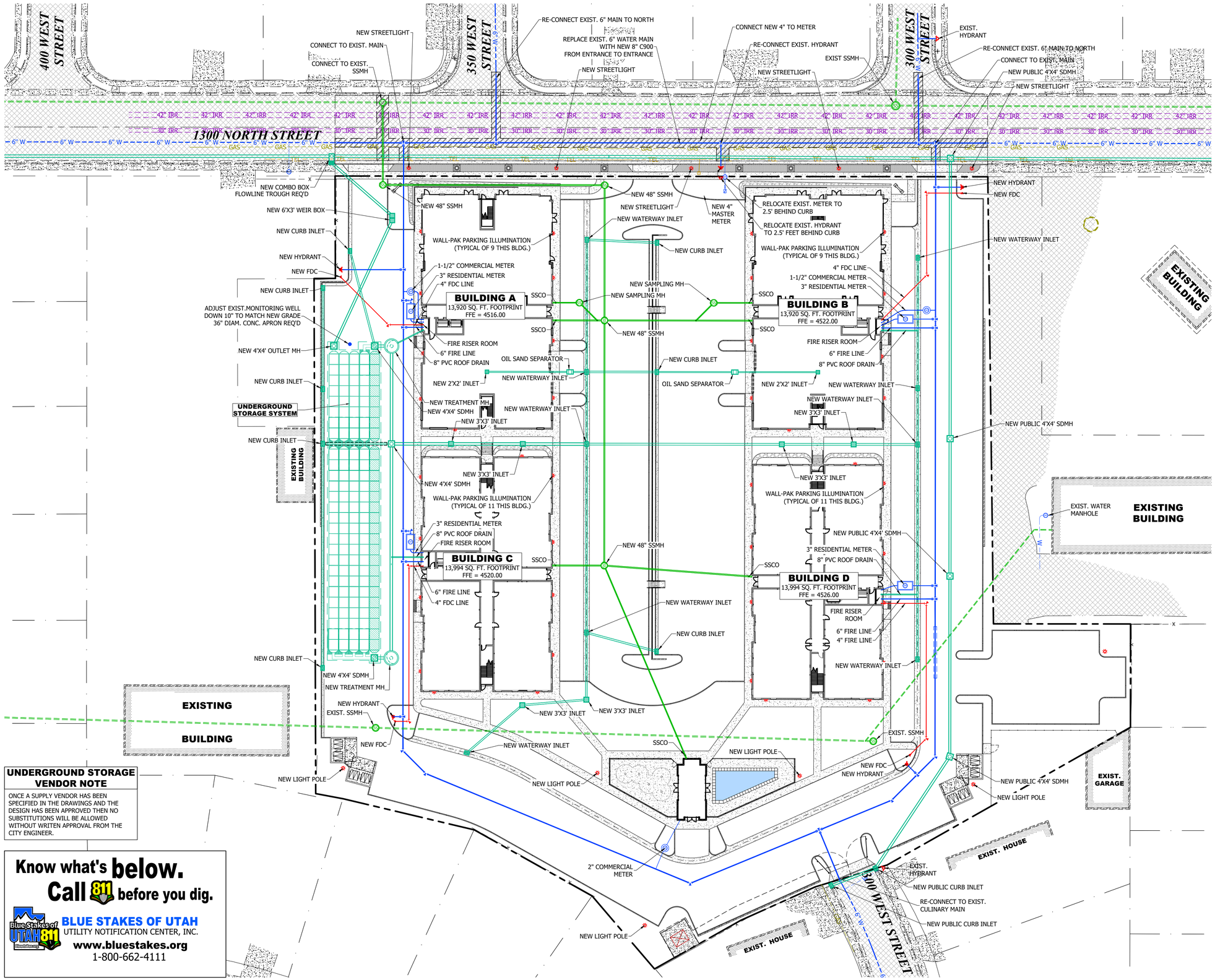
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SUNSET TOWNE CENTER

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SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C500 SHEETS 1920001.dwg	

C590
CUT & FILL ANALYSIS



UNDERGROUND STORAGE VENDOR NOTE

ONCE A SUPPLY VENDOR HAS BEEN SPECIFIED IN THE DRAWINGS AND THE DESIGN HAS BEEN APPROVED THEN NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT WRITEN APPROVAL FROM THE CITY ENGINEER.

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CULINARY WATER INSPECTION & TESTING

UPON COMPLETION OF INSTALLATION OF ALL NEW WATER LINES, A FIRE FLOW TEST MUST BE CONDUCTED. THE WRITTEN RESULTS MUST BE SUBMITTED TO THE NORTH DAVIS FIRE DISTRICT, TO THE ATTENTION OF PAUL TAYLOR, FOR REVIEW AND APPROVAL. NORTH DAVIS FIRE DISTRICT APPROVAL MUST BE OBTAINED PRIOR TO BUILDING PERMIT APPROVAL, AND PRIOR TO ANY BUILDING CONSTRUCTION.

STORM DRAIN CURB INLETS

NOTE: ALL CURB INLET BOXES ARE TO BE HOODED INLET BOXES PER THE DETAILS ON SHEET C910.

UNDERGROUND STORAGE NOTES

CONSTRUCTION OF THE UNDERGROUND STORAGE SYSTEM IS TO BE INSPECTED BY THE MANUFACTURER'S PERSONNEL REGARDING:

1. DEPTH OF GRAVEL MATERIALS. (TO BE GIVEN IN WRITING)
2. ALL MATERIALS AND FACILITIES PRIOR TO BACK-FILL OF THE STORAGE AREA.
3. INSPECTION PORT

ALL STORM WATER FACILITES UPSTREAM OF AND INCLUDING THE ORIFICE OUTLET STRUCTURE MUST BE MAINTAINED BY PRIVATE OWNERSHIP.

STORM DRAIN MAINTENANCE SCHEDULE & PLAN

ALL STORM DRAIN INLET GRATES ARE TO BE CLEANED OF DEBRIS EVERY 6 MONTHS OR AFTER HEAVY RAINSTORMS.

ALL STORM DRAIN INLETS AND MANHOLES ARE TO BE OPENED AND INSPECTED ANNUALLY AND CLEANED IF MORE THAN 3 INCHES OF SEDIMENT HAS BUILT UP IN THE BOTTOM.

THE BAYSAVER FILTER MANHOLE IS TO BE INSPECTED AFTER EVERY HEAVY RAINSTORM, (DEFINED AS A RAINSTORM WHERE WATER IS VISIBLE ABOVE THE STORM DRAIN INLET GRATES,) WITH A MINIMUM OF EVERY 6 MONTHS. FLOATING TRASH IS TO BE REMOVED WITH EVERY INSPECTION, AND THE SUMP IS TO BE CLEANED IF MORE THAN 12" OF SEDIMENT HAS COLLECTED.

THE ISOLATOR ROW IS TO BE INSPECTED THROUGH THE PORT AND MANHOLE AFTER EVERY HEAVY RAINSTORM, WITH A MINIMUM OF EVERY SIX MONTHS. THE ISOLATOR ROW IS TO BE CLEANED IF MORE THAN 3 INCHES OF SEDIMENT HAS COLLECTED.

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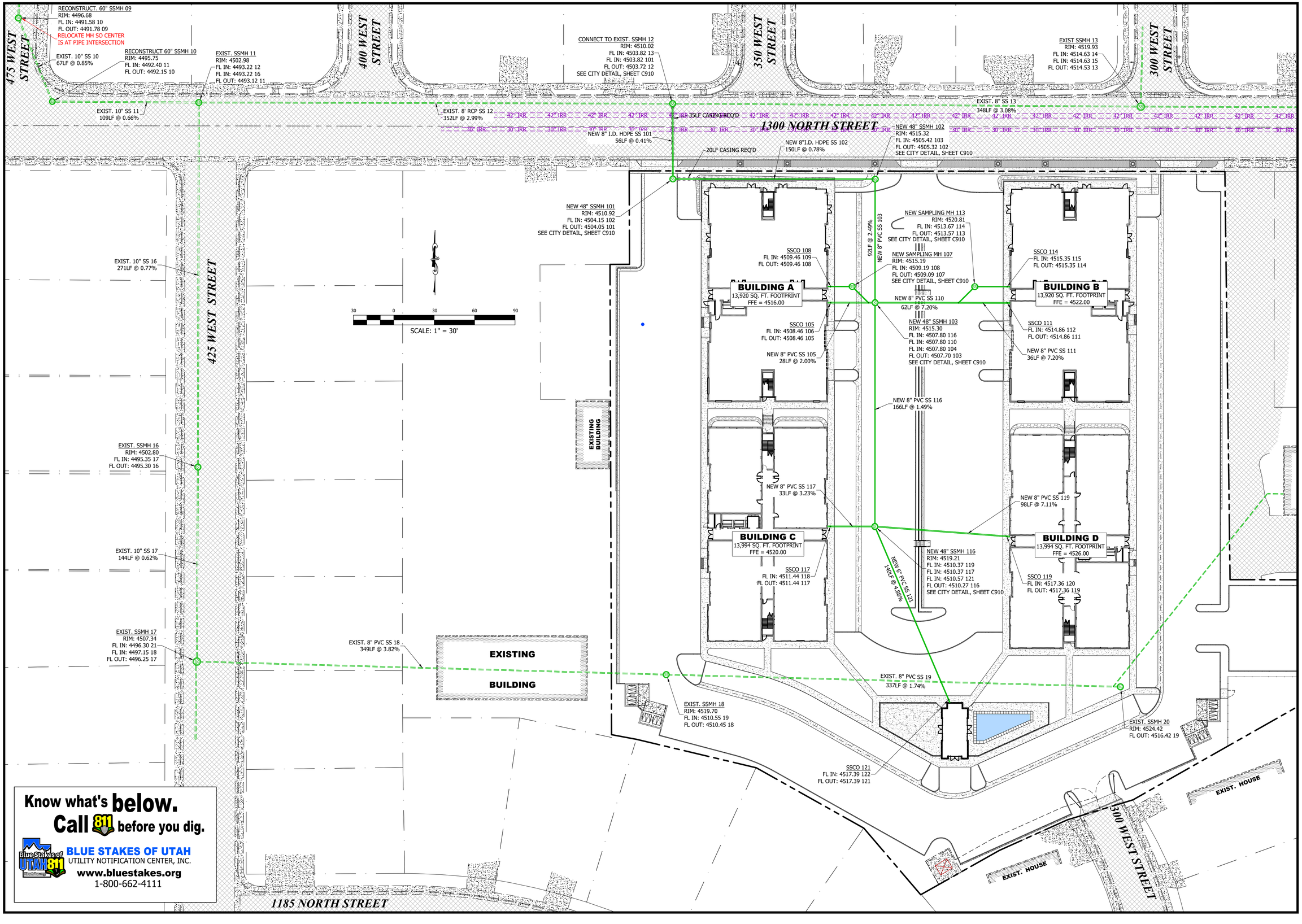
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SUNSET CITY, DAVIS COUNTY, UTAH

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APPROVED:	LKM
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C600 SHEETS 1920001.dwg	

C600
UTILITY PLAN



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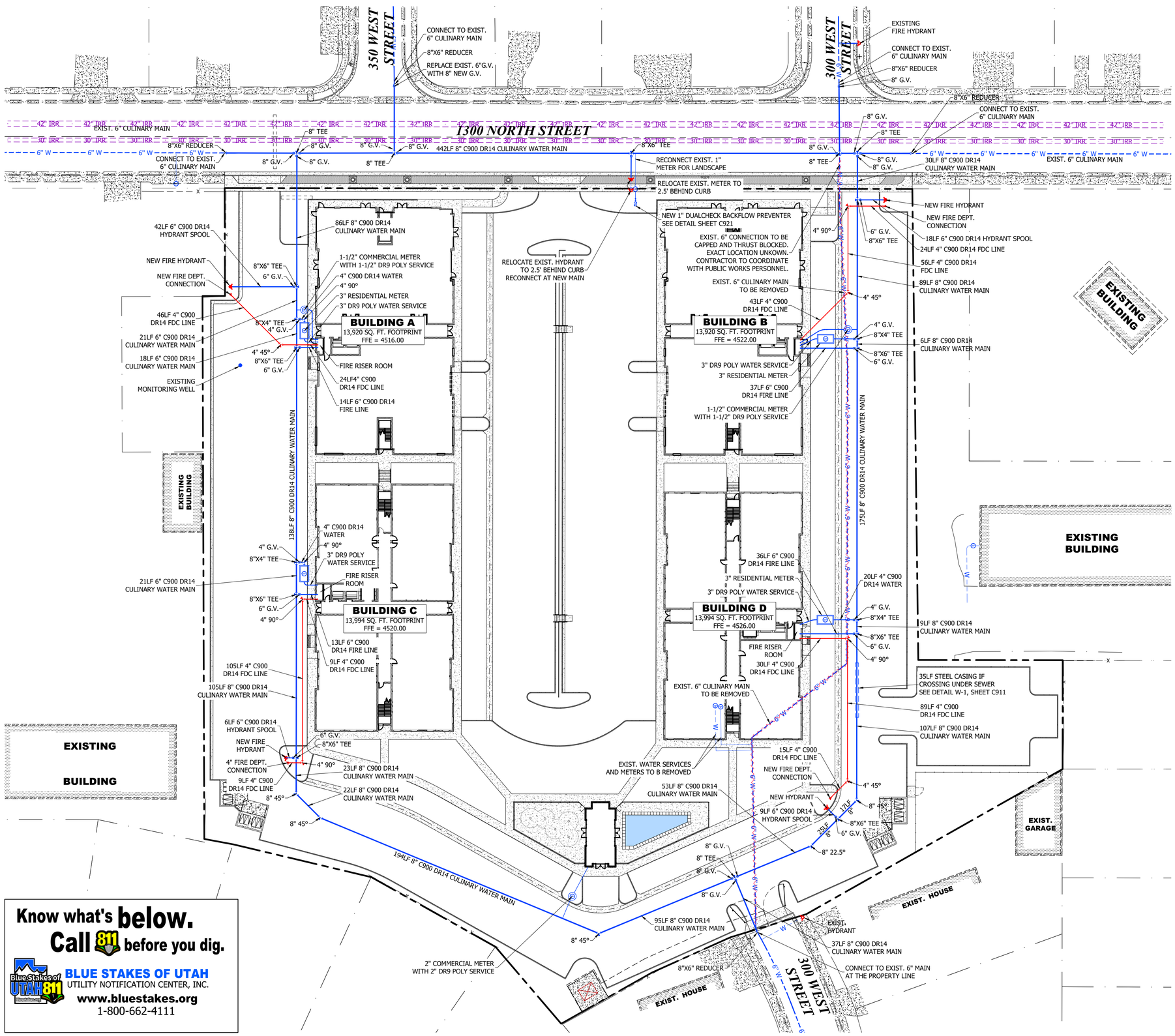
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SUNSET CITY, DAVIS COUNTY, UTAH

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APPROVED:	LKM
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C600 SHEETS 1920001.dwg	

C610
SEWER PLAN



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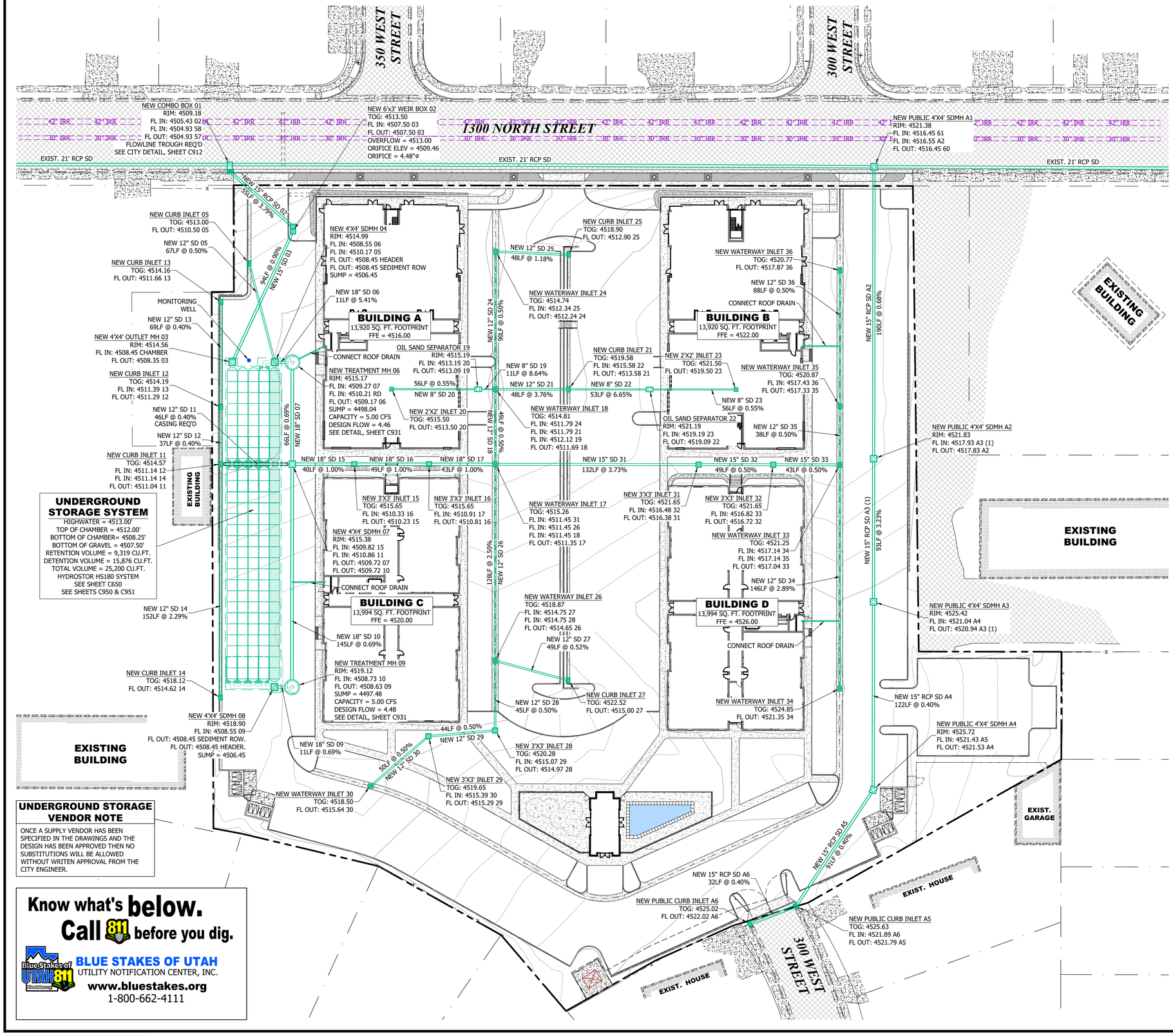
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SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C600 SHEETS 1920001.dwg	

C620
WATER PLAN



UNDERGROUND STORAGE SYSTEM

HIGHWATER = 4513.00'
TOP OF CHAMBER = 4512.00'
BOTTOM OF CHAMBER= 4508.25'
BOTTOM OF GRAVEL = 4507.50'
RETENTION VOLUME = 9,319 CU.FT.
DETENTION VOLUME = 15,876 CU.FT.
TOTAL VOLUME = 25,200 CU.FT.
HYDROSTOR HS180 SYSTEM
SEE SHEET C650
SEE SHEETS C950 & C951

UNDERGROUND STORAGE VENDOR NOTE

ONCE A SUPPLY VENDOR HAS BEEN SPECIFIED IN THE DRAWINGS AND THE DESIGN HAS BEEN APPROVED THEN NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT WRITEN APPROVAL FROM THE CITY ENGINEER.

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STORM DRAIN PIPE NOTES

STORM DRAIN PIPE MATERIALS ARE UNSPECIFIED EXCEPT FOR SD 02 WHICH IS IN THE CITY R.O.W. AND IS REQUIRED TO BE RCP.

ACCEPTABLE STORM DRAIN PIPE MATERIALS INCLUDE:

1. DUAL-WALL HDPE WITH SMOOTH INTERIOR WALL
2. DUCTILE IRON PIPE
3. PVC DRAINAGE PIPE
4. REINFORCED CONCRETE PIPE
5. WELDED HDPE

OIL / SAND SEPARATOR SIZING

INDOOR PARKING USE	7.5 GAL. PER 2,000 SQ.FT.
INDOOR PARKING AREA	5,830 CU.FT.
REQUIRED VOLUME	22 GALLONS
MINIMUM PERMISSIBLE VOLUME	300 GALLONS

STORM DRAIN CURB INLETS

NOTE: ALL CURB INLET BOXES ARE TO BE HOODED INLET BOXES PER THE DETAILS ON SHEET C910.

UNDERGROUND STORAGE NOTES

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1. DEPTH OF GRAVEL MATERIALS. (TO BE GIVEN IN WRITING)
2. ALL MATERIALS AND FACILITIES PRIOR TO BACK-FILL OF THE STORAGE AREA.
3. INSPECTION PORT

ALL STORM WATER FACILITES UPSTREAM OF AND INCLUDING THE ORIFICE OUTLET STRUCTURE MUST BE MAINTAINED BY PRIVATE OWNERSHIP.

UNDERGROUND STORAGE ENGINEER'S CERTIFICATION

UPON COMPLETION OF CONSTRUCTION OF THE UNDERGROUND STORAGE STORM DRAIN STORAGE SYSTEM, THE DESIGN ENGINEER MUST REVIEW AND CERTIFY THAT THE REQUIRED STORM WATER VOLUME HAS BEEN ACCOUNTED FOR WITHIN THE UNDERGROUND FACILITIES.

STORM DRAIN MAINTENANCE SCHEDULE & PLAN

ALL STORM DRAIN INLET GRATES ARE TO BE CLEANED OF DEBRIS EVERY 6 MONTHS OR AFTER HEAVY RAINSTORMS.

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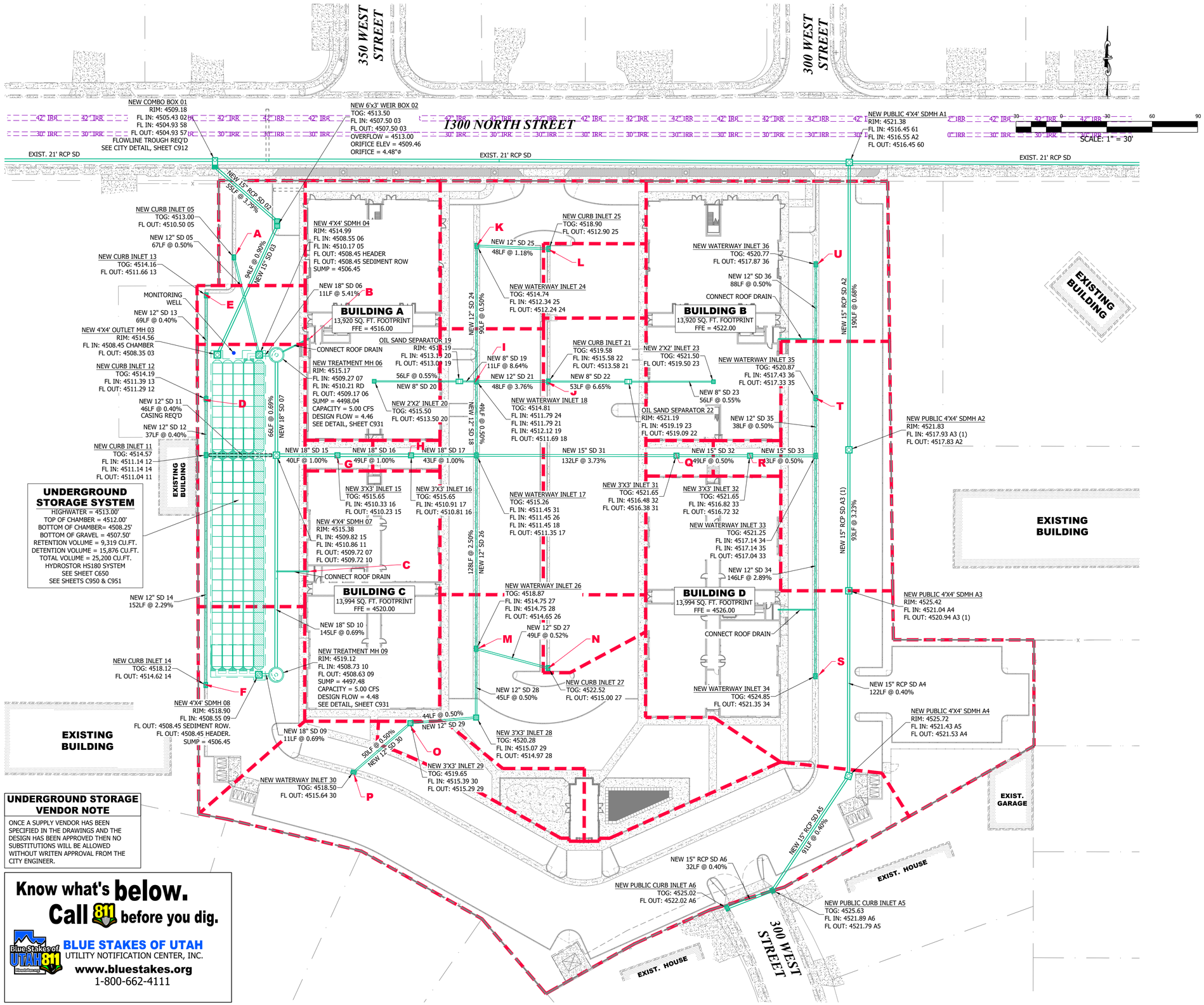
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9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
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SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C600 SHEETS 1920001.dwg	

C630
STORM DRAIN PLAN



UNDERGROUND STORAGE SYSTEM

HIGHWATER = 4513.00'
TOP OF CHAMBER = 4512.00'
BOTTOM OF CHAMBER= 4508.25'
BOTTOM OF GRAVEL = 4507.50'
RETENTION VOLUME = 9,319 CU.FT.
DETENTION VOLUME = 15,876 CU.FT.
TOTAL VOLUME = 25,200 CU.FT.
HYDROSTOR HS180 SYSTEM
SEE SHEET C650
SEE SHEETS C950 & C951

UNDERGROUND STORAGE VENDOR NOTE

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DRAINAGE CALCULATIONS

21-Jul-21

Area Analysis

Area	sq.ft.	Acres	C
Building	56,568	1.30	0.95
Improvements	139,845	3.21	0.90
Landscape	27,249	0.63	0.15
Total	223,662	5.13	0.82

100 Year Storage Analysis

NOAA Precipitation Frequency Data Server
Latitude: 41.1320° **Longitude: -112.0323°**
Allowable Runoff 0.20 cfs/acre

Time (min.)	I in./hr	Runoff ft³	Allowable Runoff ft³	Storage ft³
5	6.500	8,223	308	7,915
10	4.950	12,524	616	11,908
15	4.100	15,560	924	14,636
30	2.600	19,735	1,848	17,887
45	1.950	22,202	2,773	19,429
60	1.650	25,048	3,697	21,351
90	1.350	30,741	5,545	25,196
120	0.930	28,236	7,394	20,842
180	0.691	31,470	11,091	20,379
360	0.382	34,794	22,181	12,613
720	0.233	42,445	44,363	0
1440	0.130	47,364	88,725	0
			Required Storage	**25,196**

Detention / Retention Analysis

85th Percentile Rainfall Depth	0.5 in.
Total Area	223,662 sq.ft.
Required Retention Volume	**9,319 cu.ft.**
Remainder Storage (Detention)	**15,876 cu.ft.**
Top of Detention Stage Elevation	4,513.00 ft.
Top of Retention Stage Elevation	4,509.46 ft.
Bottom Stage Elevation	4,507.50 ft.

Orifice Sizing

Highwater Elevation	4,513.00 ft
Orifice Elevation	4,509.46 ft
Flow	1.03 cfs
C_d	0.62 square-edge
Orifice Size	**4.48 in.**

Drainages

C (from Area Analysis above) 0.82
I (10yr 15min intensity) 2.19

Area	sq.ft.	C	I	Acres	Q = CIA
A	3,966	0.82	2.19	0.09	0.16
B	15,306	0.82	2.19	0.35	0.63
C	14,766	0.82	2.19	0.34	0.61
D	12,293	0.82	2.19	0.28	0.51
E	2,777	0.82	2.19	0.06	0.11
F	7,478	0.82	2.19	0.17	0.31
G	906	0.82	2.19	0.02	0.04
H	900	0.82	2.19	0.02	0.04
I	12,009	0.82	2.19	0.28	0.50
J	12,388	0.82	2.19	0.28	0.51
K	8,523	0.82	2.19	0.20	0.35
L	3,335	0.82	2.19	0.08	0.14
M	17,634	0.82	2.19	0.40	0.73
N	2,811	0.82	2.19	0.06	0.12
O	4,271	0.82	2.19	0.10	0.18
P	33,432	0.82	2.19	0.77	1.38
Q	1,046	0.82	2.19	0.02	0.04
R	1,050	0.82	2.19	0.02	0.04
S	32,485	0.82	2.19	0.75	1.34
T	12,022	0.82	2.19	0.28	0.50
U	22,819	0.82	2.19	0.52	0.94

Pipe Sizing

Manning's n 0.013
C (from Area Analysis above) 0.82
I (10yr 15min intensity) 2.19
I (100yr 15min intensity) 4.34

Pipe	Drainages	Q(cfs)	Diam (in.)	slope	Capacity (cfs)
02	100yr overflow	9.07	15	3.79%	12.61
03	Detained	1.03	15	0.90%	6.14
05	A	0.16	12	0.50%	2.53
06	1/2(D-T)+B	4.52	18	5.41%	24.50
07	1/2(D-T)	3.88	18	0.69%	8.75
09	1/2(D-T)+C	4.49	18	0.69%	8.75
10	1/2(D-T)	3.88	18	0.69%	8.75
11	D-F	0.93	12	0.40%	2.26
12	D-E	0.62	12	0.40%	2.26
13	E	0.11	12	0.40%	2.26
14	F	0.31	12	2.29%	5.41
15	G-U	6.84	18	1.00%	10.53
16	H-U	6.80	18	1.00%	10.53
17	I-U	6.76	18	1.00%	10.53
18	I-L	1.50	12	0.50%	2.53
19	-		8	8.64%	3.56
20	-		8	0.55%	0.90
21	J	0.51	12	3.76%	6.93
22	-		8	6.65%	3.12
23	-		8	0.55%	0.90
24	K-L	0.49	12	0.50%	2.53
25	L	0.14	12	1.18%	3.88
26	M-P	2.40	12	2.50%	5.65
27	N	0.12	12	0.52%	2.58
28	O-P	1.56	12	0.50%	2.53
29	O-P	1.56	12	0.50%	2.53
30	P	1.38	12	0.50%	2.53
31	Q-U	2.87	15	3.73%	12.51
32	R-U	2.82	15	0.50%	4.58
33	S-U	2.78	15	0.50%	4.58
34	S	1.34	12	2.89%	6.07
35	T-U	1.44	12	0.50%	2.53
36	U	0.94	12	0.50%	2.53

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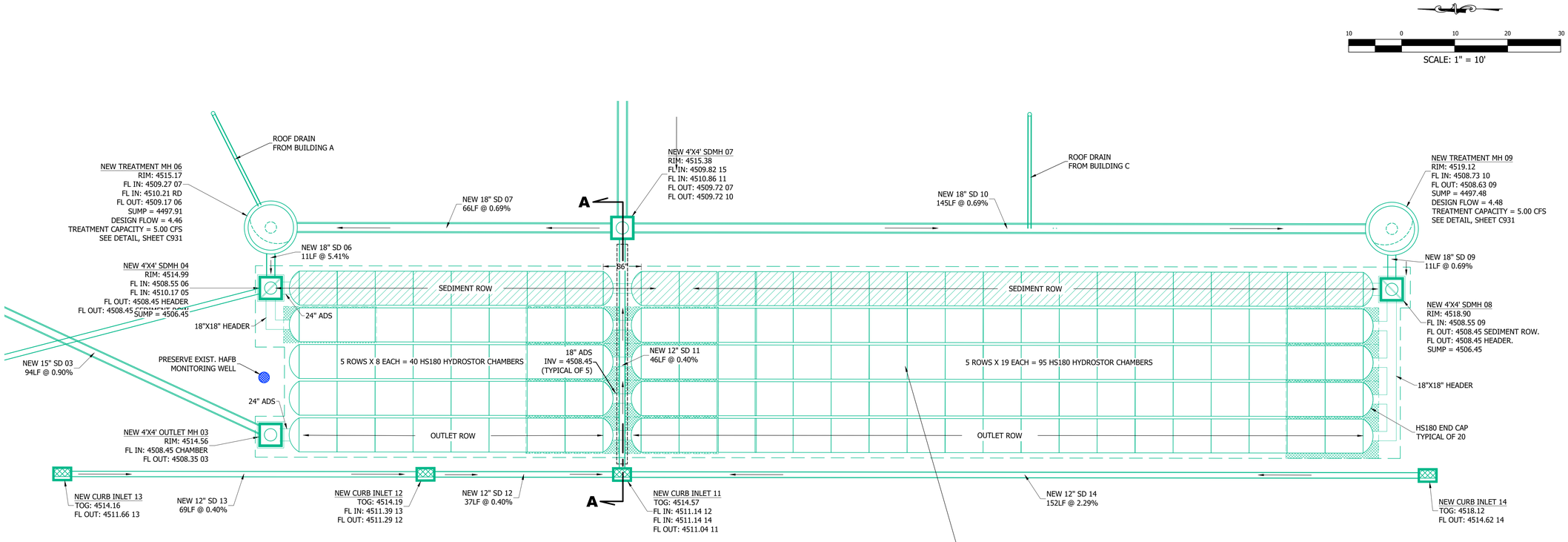
DEVELOPER
1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-910-3437
sunsetbuilders11@gmail.com

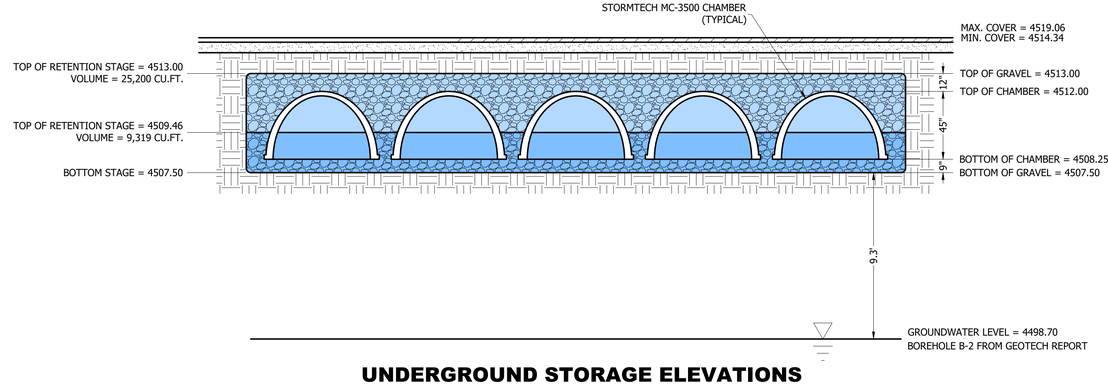
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER
325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN: JH
APPROVED: LKM
PROJECT #: 1920001
C600 SHEETS 1920001.dwg

C635
DRAINAGE CALCULATIONS

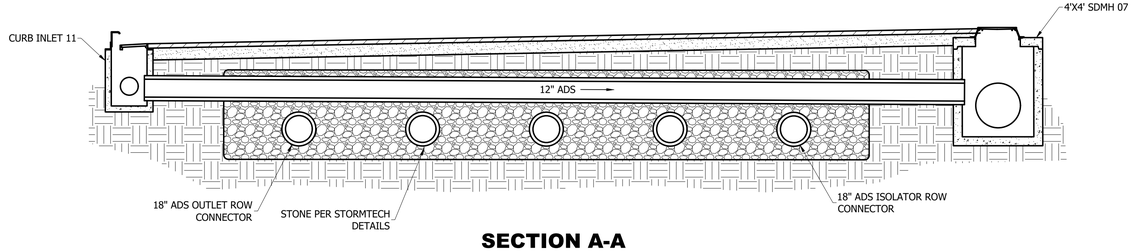




UNDERGROUND STORAGE ELEVATIONS

UNDERGROUND STORAGE SYSTEM

HIGHWATER = 4513.00'
TOP OF CHAMBER = 4512.00'
BOTTOM OF CHAMBER= 4508.25'
BOTTOM OF GRAVEL = 4507.50'
RETENTION VOLUME = 9,319 CU.FT.
DETENTION VOLUME = 15,876 CU.FT.
TOTAL VOLUME = 25,200 CU.FT.
HYDROSTOR HS180 SYSTEM
SEE SHEET C650
SEE SHEETS C950 & C951



SECTION A-A

UNDERGROUND STORAGE VENDOR NOTE

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UNDERGROUND STORAGE NOTES

CONSTRUCTION OF THE UNDERGROUND STORAGE SYSTEM IS TO BE INSPECTED BY THE MANUFACTURER'S PERSONNEL REGARDING:

1. DEPTH OF GRAVEL MATERIALS. (TO BE GIVEN IN WRITING)
2. ALL MATERIALS AND FACILITIES PRIOR TO BACK-FILL OF THE STORAGE AREA.
3. INSPECTION PORT

ALL STORM WATER FACILITES UPSTREAM OF AND INCLUDING THE ORIFICE OUTLET STRUCTURE MUST BE MAINTAINED BY PRIVATE OWNERSHIP.

STORM DRAIN MAINTENANCE SCHEDULE & PLAN

ALL STORM DRAIN INLET GRATES ARE TO BE CLEANED OF DEBRIS EVERY 6 MONTHS OR AFTER HEAVY RAINSTORMS.

ALL STORM DRAIN INLETS AND MANHOLES ARE TO BE OPENED AND INSPECTED ANNUALLY AND CLEANED IF MORE THAN 3 INCHES OF SEDIMENT HAS BUILT UP IN THE BOTTOM.

THE BAYSAVER FILTER MANHOLE IS TO BE INSPECTED AFTER EVERY HEAVY RAINSTORM, (DEFINED AS A RAINSTORM WHERE WATER IS VISIBLE ABOVE THE STORM DRAIN INLET GRATES,) WITH A MINIMUM OF EVERY 6 MONTHS. FLOATING TRASH IS TO BE REMOVED WITH EVERY INSPECTION, AND THE SUMP IS TO BE CLEANED IF MORE THAN 12" OF SEDIMENT HAS COLLECTED.

THE ISOLATOR ROW IS TO BE INSPECTED THROUGH THE PORT AND MANHOLE AFTER EVERY HEAVY RAINSTORM, WITH A MINIMUM OF EVERY SIX MONTHS. THE ISOLATOR ROW IS TO BE CLEANED IF MORE THAN 3 INCHES OF SEDIMENT HAS COLLECTED.

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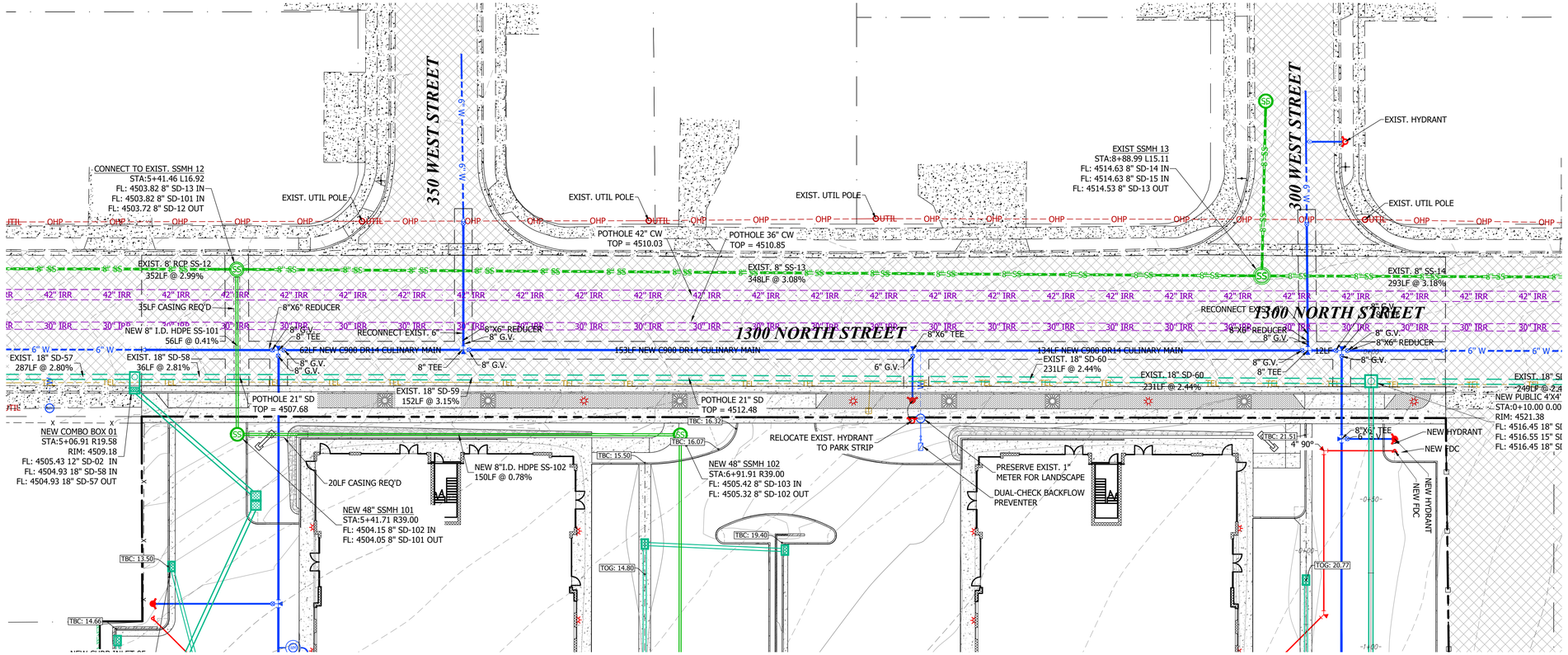
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

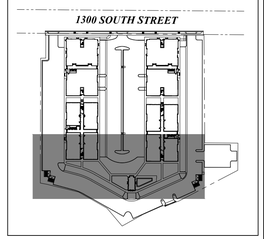
325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C600 SHEETS 1920001.dwg	

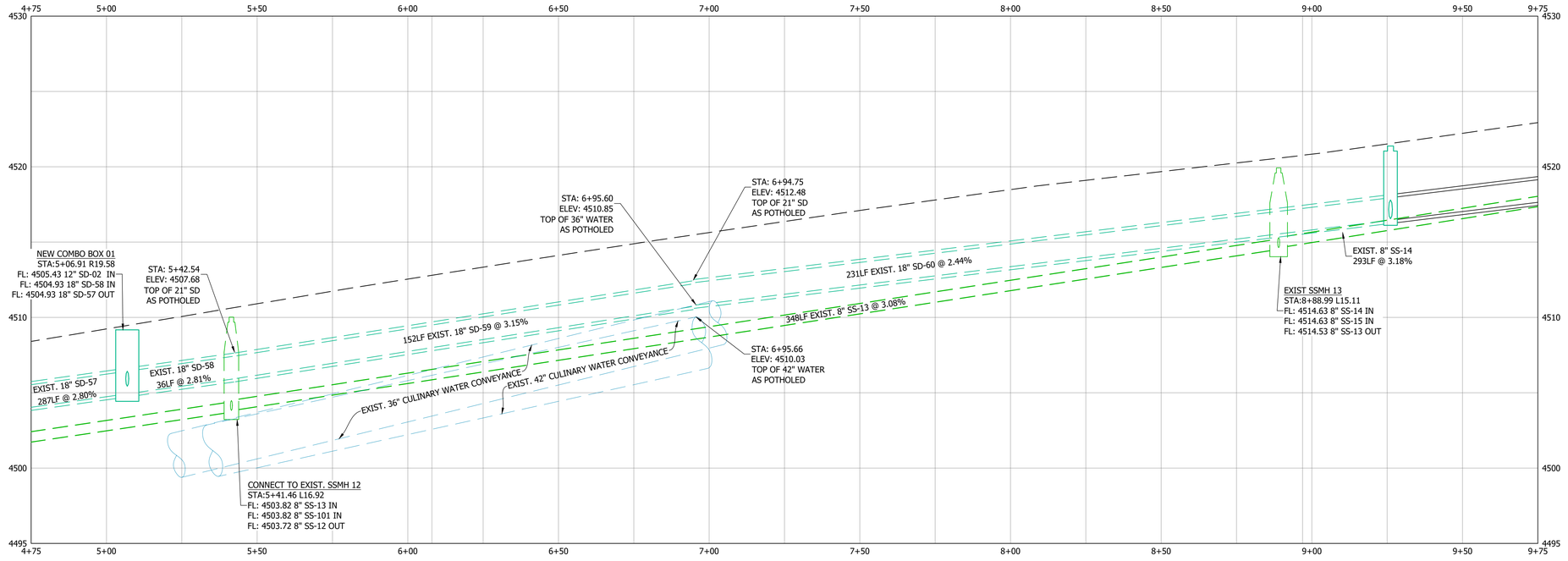
C650
UNDERGROUND STORAGE PLAN



SHEETKEY - C705



1300 NORTH STREET
VERTICAL SCALE: 1"=4'



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SUNSET CITY, DAVIS COUNTY, UTAH

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APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

C700
PLAN & PROFILE - 1300 NORTH STREET

NEW 48" SSMH 102
STA:2+16.12 0.00
RIM: 4515.32
FL: 4505.42 8" SD-103 IN
FL: 4505.32 8" SD-102 OUT

NEW WATERWAY INLET 24
STA:2+53.12 R12.00
TOG: 4514.74
FL: 4512.34 12" SD-25 IN
FL: 4512.24 12" SD-24 OUT

NEW 48" SSMH 101
STA:0+65.92 0.00
RIM: 4510.92
FL: 4504.15 8" SD-102 IN
FL: 4504.05 8" SD-101 OUT

CONNECT TO EXIST. SSMH 12
STA:0+10.00 0.00
RIM: 4510.02
FL: 4503.82 8" SD-13 IN
FL: 4503.82 8" SD-101 IN
FL: 4503.72 8" SD-12 OUT

350 WEST STREET

1300 SOUTH STREET

6" W

6" W

NEW CURB INLET 25
STA:2+55.12 L35.50
TOG: 4518.90
FL: 4512.90 12" SD-25 OUT

NEW 8" PVC SS-110
62LF @ 7.20%

NEW 15" SD-31
132LF @ 3.73%

NEW CURB INLET 21
STA:3+42.72 L35.50
TOG: 4519.58
FL: 4515.58 8" SD-22 IN
FL: 4513.58 12" SD-21 OUT

NEW 8" PVC SS-119
98LF @ 7.11%

SSCO 121
STA:6+13.76 0.00
FL: 4517.39 6" SS-122 IN
FL: 4517.39 6" SS-121 OUT

CLUBHOUSE

STUB TO BLDG 122
STA:6+15.93 0.00
FL: 4517.50 6" SS-122 OUT

NEW 6" PVC SS-121
140LF @ 4.88%

NEW 48" SSMH 103
STA:3+07.80 0.00
RIM: 4515.30
FL: 4507.80 8" SD-116 IN
FL: 4507.80 8" SD-110 IN
FL: 4507.80 8" SD-104 IN
FL: 4507.70 8" SD-103 OUT

NEW 12" SD-25
48LF @ 1.18%

NEW 12" SD-21
48LF @ 3.76%

NEW 48" SSMH 116
STA:4+73.93 0.00
RIM: 4519.21
FL: 4510.37 8" SD-119 IN
FL: 4510.37 8" SD-117 IN
FL: 4510.57 6" SD-121 IN
FL: 4510.27 8" SD-116 OUT

NEW 8" PVC SS-103
92LF @ 2.49%

NEW 8" PVC SS-116
166LF @ 1.49%

NEW 12" SD-24
90LF @ 0.50%

NEW 12" SD-18
49LF @ 0.50%

NEW 12" SD-26
128LF @ 2.50%

NEW 8" PVC SS-117
33LF @ 3.23%

NEW SAMPLING MH 107
STA:2+95.80 R17.00
RIM: 4515.19
FL: 4509.19 6" SD-108 IN
FL: 4509.09 6" SD-107 OUT

NEW WATERWAY INLET 18
STA:3+42.71 R12.09
TOG: 4514.81
FL: 4511.79 12" SD-24 IN
FL: 4511.79 12" SD-21 IN
FL: 4512.12 8" SD-19 IN
FL: 4511.69 12" SD-18 OUT

SSCO 105
STA:3+07.80 R33.00
FL: 4508.46 8" SD-106 IN
FL: 4508.46 8" SD-105 OUT

SSCO 117
STA:4+73.93 R33.00
FL: 4511.44 8" SD-118 IN
FL: 4511.44 8" SD-117 OUT

NEW WATERWAY INLET 17
STA:3+91.62 R12.00
TOG: 4515.26
FL: 4511.45 15" SD-31 IN
FL: 4511.45 12" SD-26 IN
FL: 4511.45 12" SD-18 IN
FL: 4511.35 18" SD-17 OUT

NEW 8"I.D. HDPE SS-102
150LF @ 0.78%

NEW 6'x3' WEIR BOX 02
TOG: 4513.50
FL: 4507.50 15" SD-03 IN
FL: 4507.50 12" SD-03 OUT

NEW 8" I.D. HDPE SS-101
56LF @ 0.41%

UNDERGROUND STORM DRAIN STORAGE

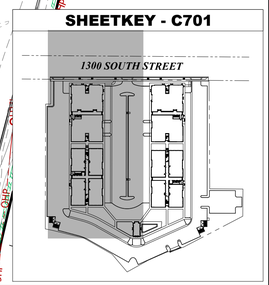
PRESERVE EXIST. MONITORING WELL

TBC: 13.50

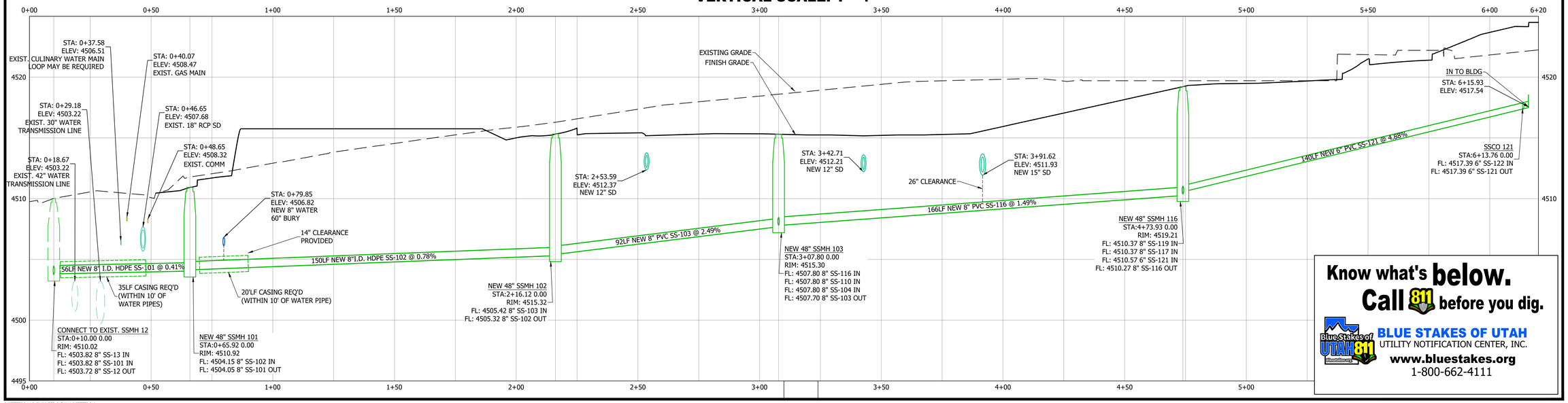
TBC: 19.40 | TBC: 20.08 | TBC: 23.00 | TBC: 16.32 | TBC: 16.07 | TBC: 15.50 | TOG: 14.80 | TOG: 14.81 | TOG: 15.26 | TOG: 18.87 | FF: 16.00 | FF: 20.00 | TOG: 19.65 | TOG: 18.50 | FG:19.06

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

SHEETKEY - C701



NEW SEWER MAIN
VERTICAL SCALE: 1"=4'



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1300 DEVELOPERS LLC
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sunsetbuilders11@gmail.com

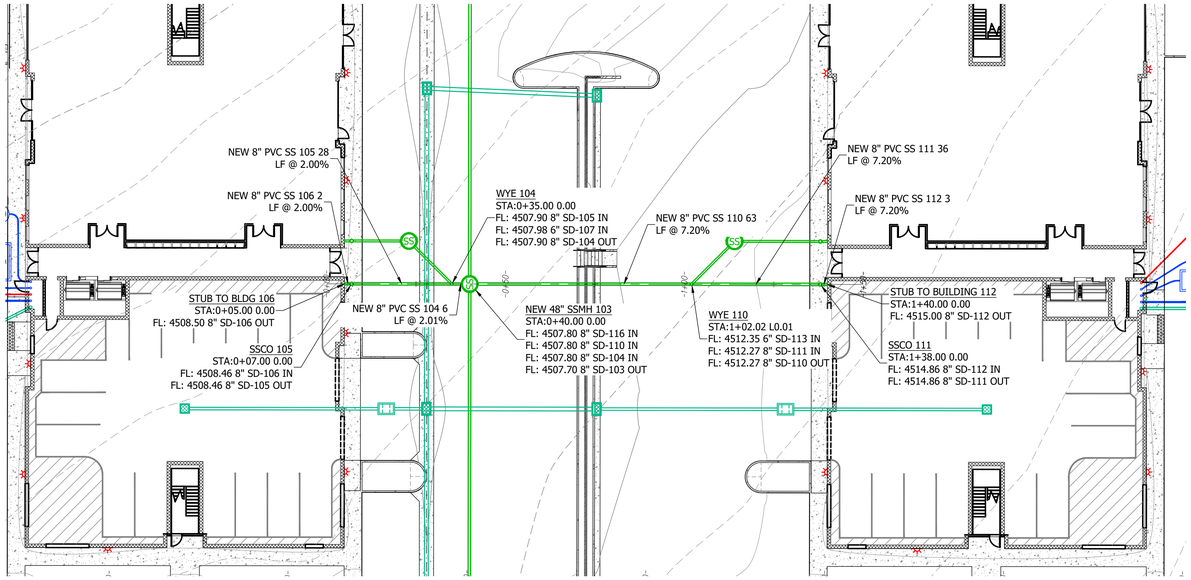
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

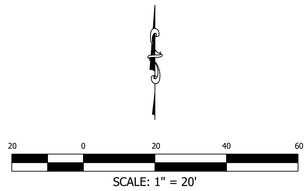
SUNSET TOWNE CENTER
325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

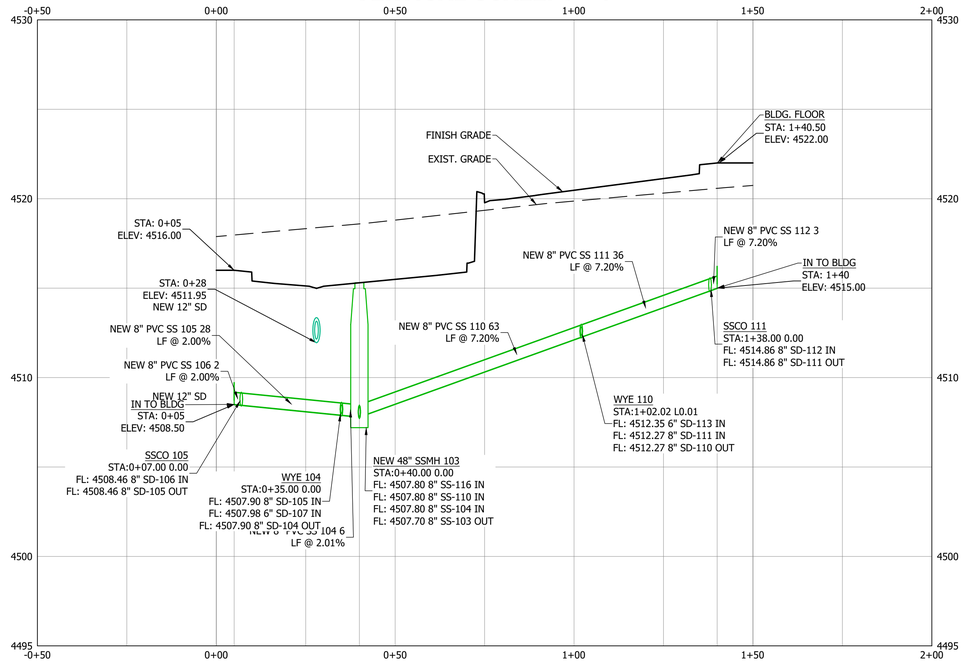
C701
PLAN & PROFILE - NEW SEWER MAIN

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Leland Martineau
9/13/21

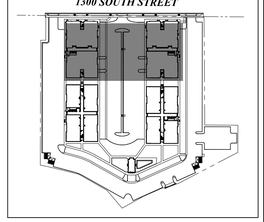




SS LATERALS NORTH
VERTICAL SCALE: 1"=4'



SHEETKEY - C702



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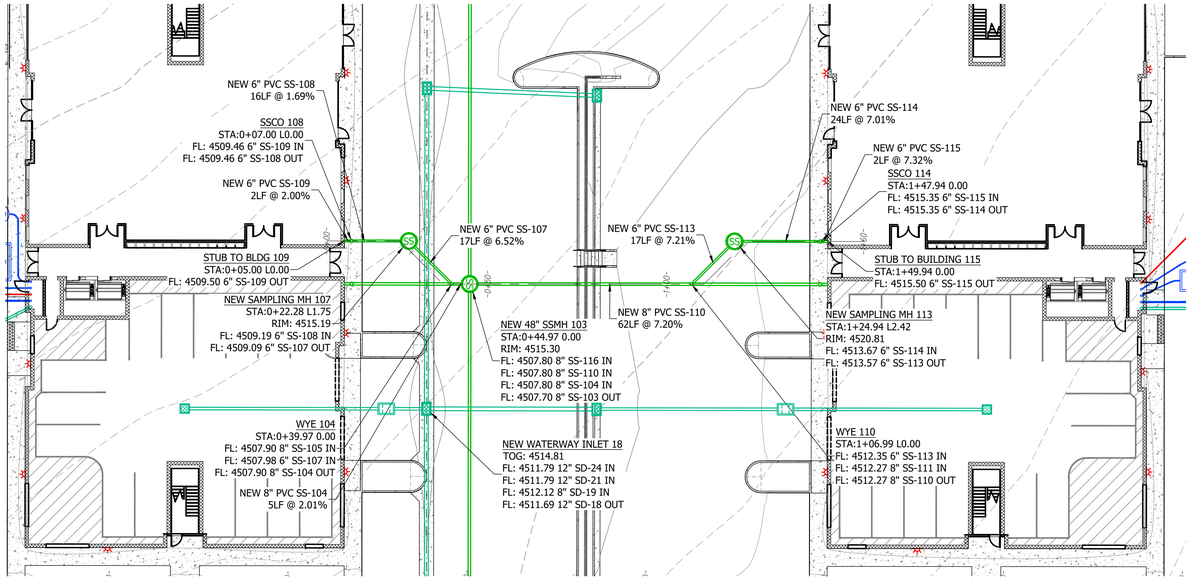
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

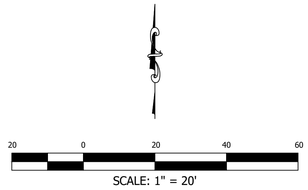
SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
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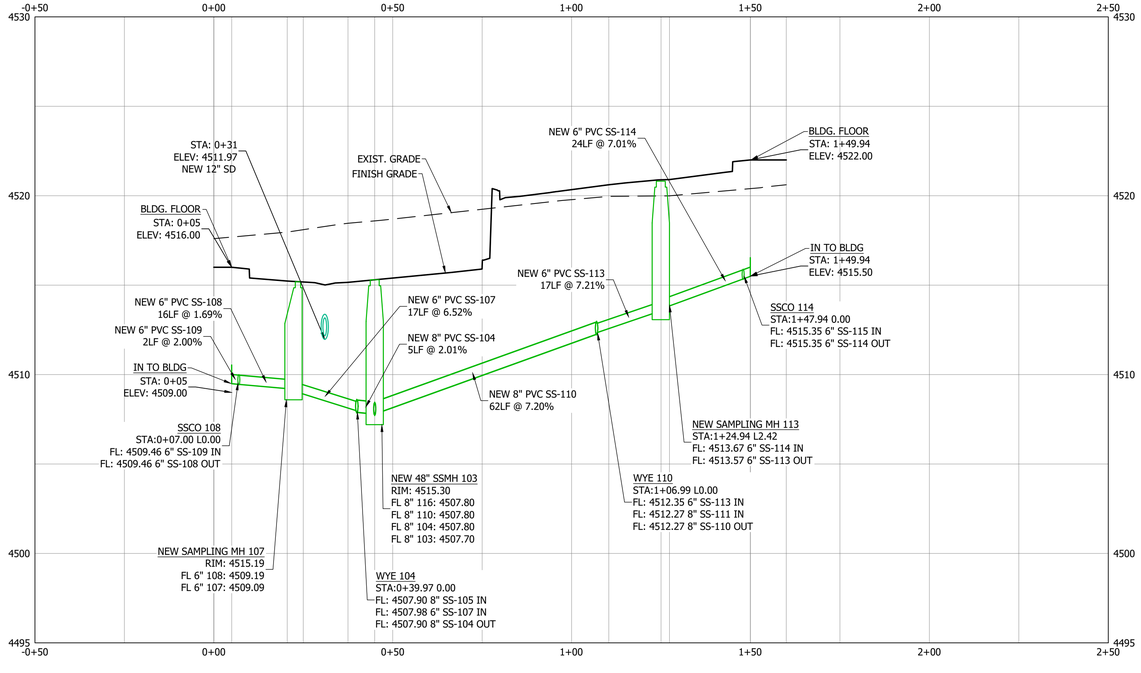
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APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

C702
PLAN & PROFILE -SS NORTH LATERALS

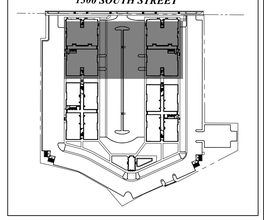




SS GREASE LATERALS
VERTICAL SCALE: 1"=4'



SHEETKEY - C703



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REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

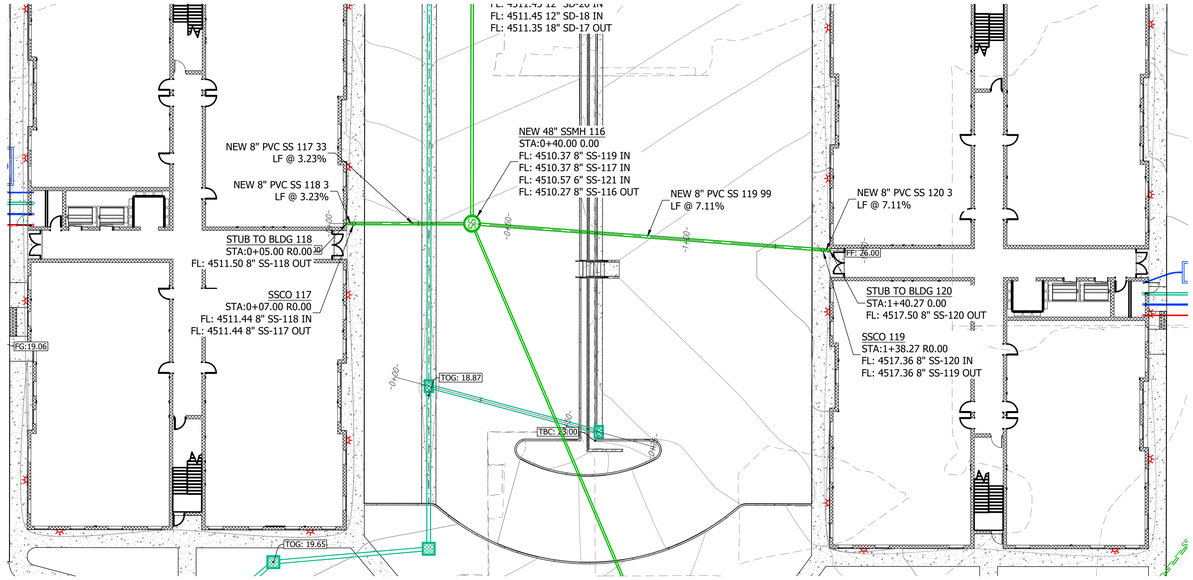
SUNSET TOWNE CENTER

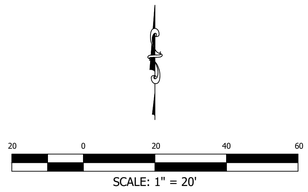
325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

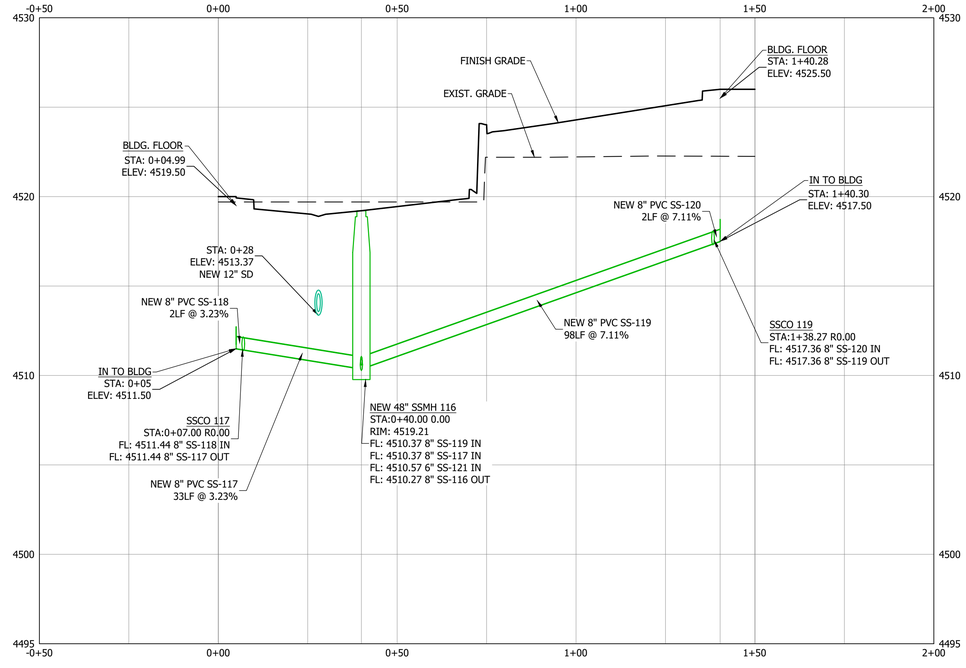
C703
PLAN & PROFILE - SS GREASE LATERALS

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Leland Martineau
9/13/21

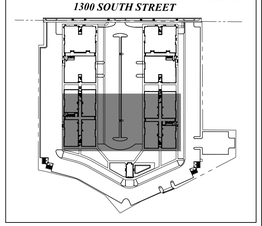




SS LATERALS SOUTH
VERTICAL SCALE: 1"=4'



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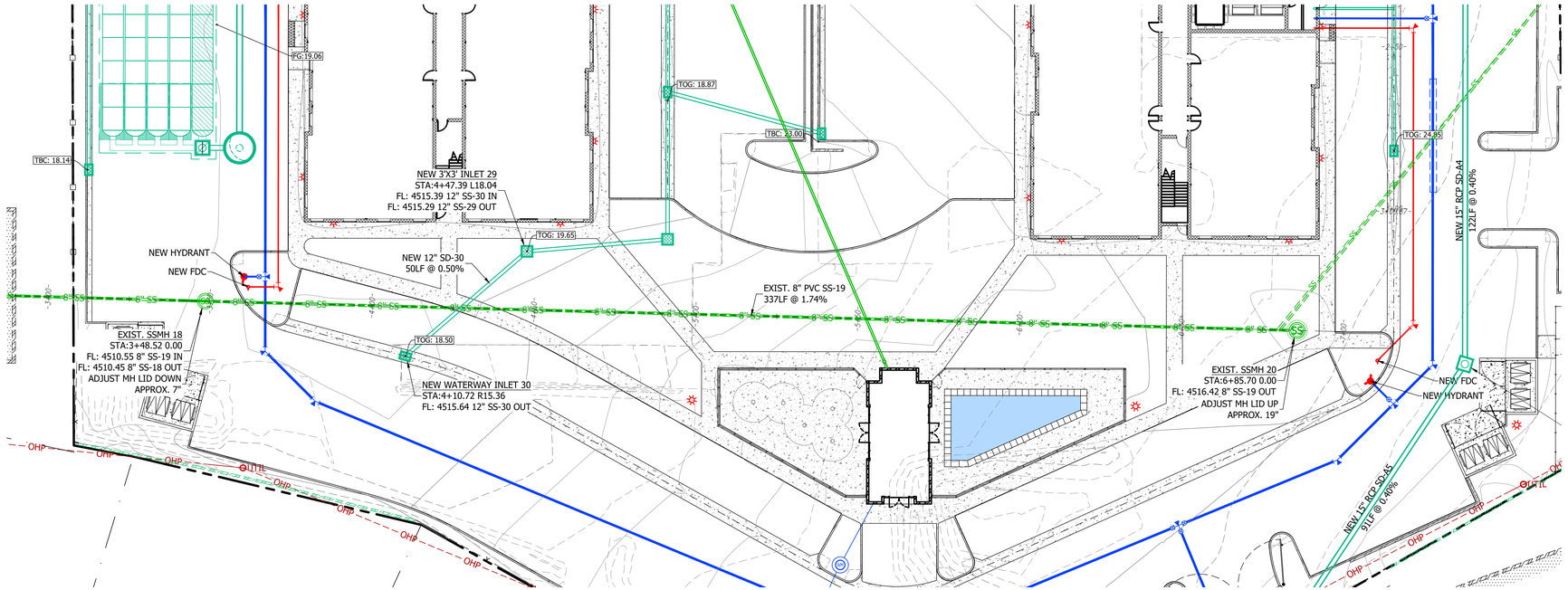
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

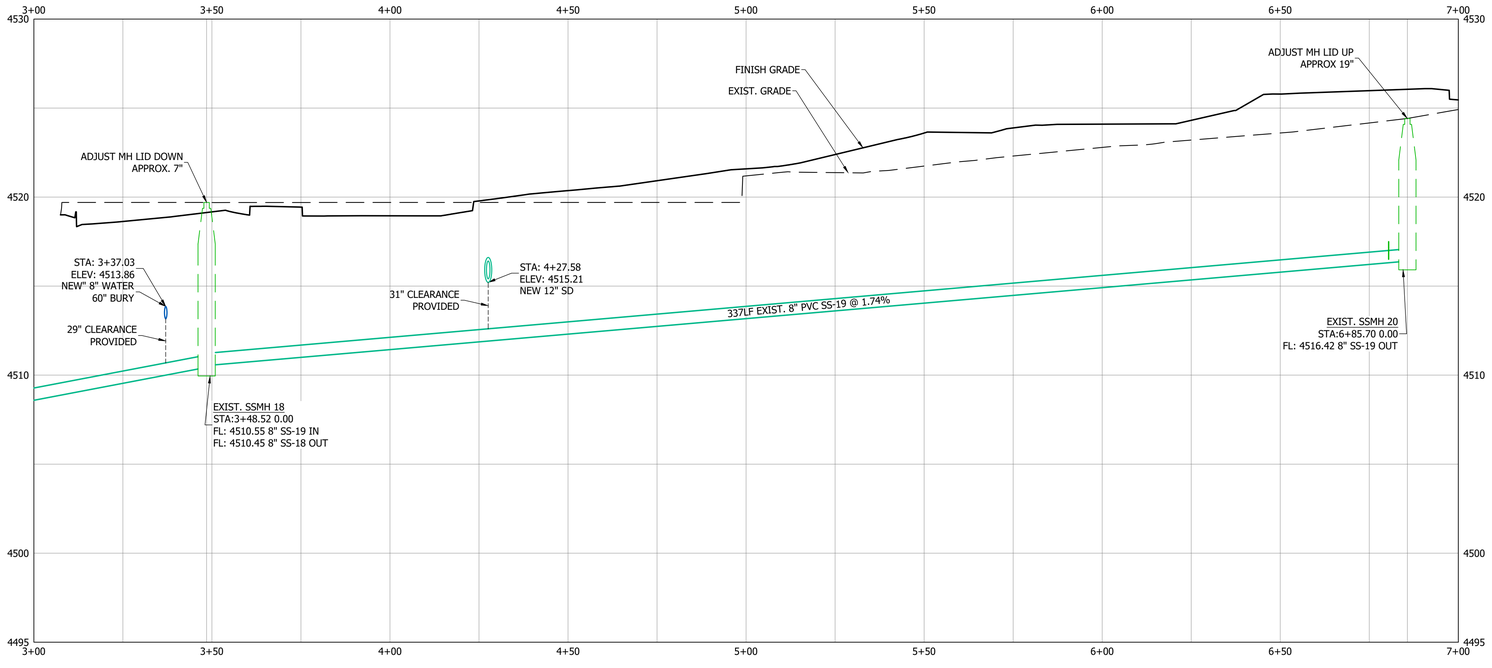
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PLAN & PROFILE - SS SOUTH LATERALS



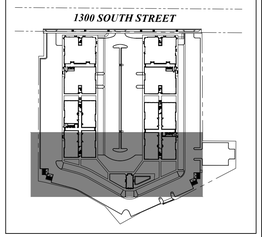
20 0 20 40 60

SCALE: 1" = 20'

EXISTING PUBLIC SEWER
VERTICAL SCALE: 1"=4'



SHEETKEY - C705



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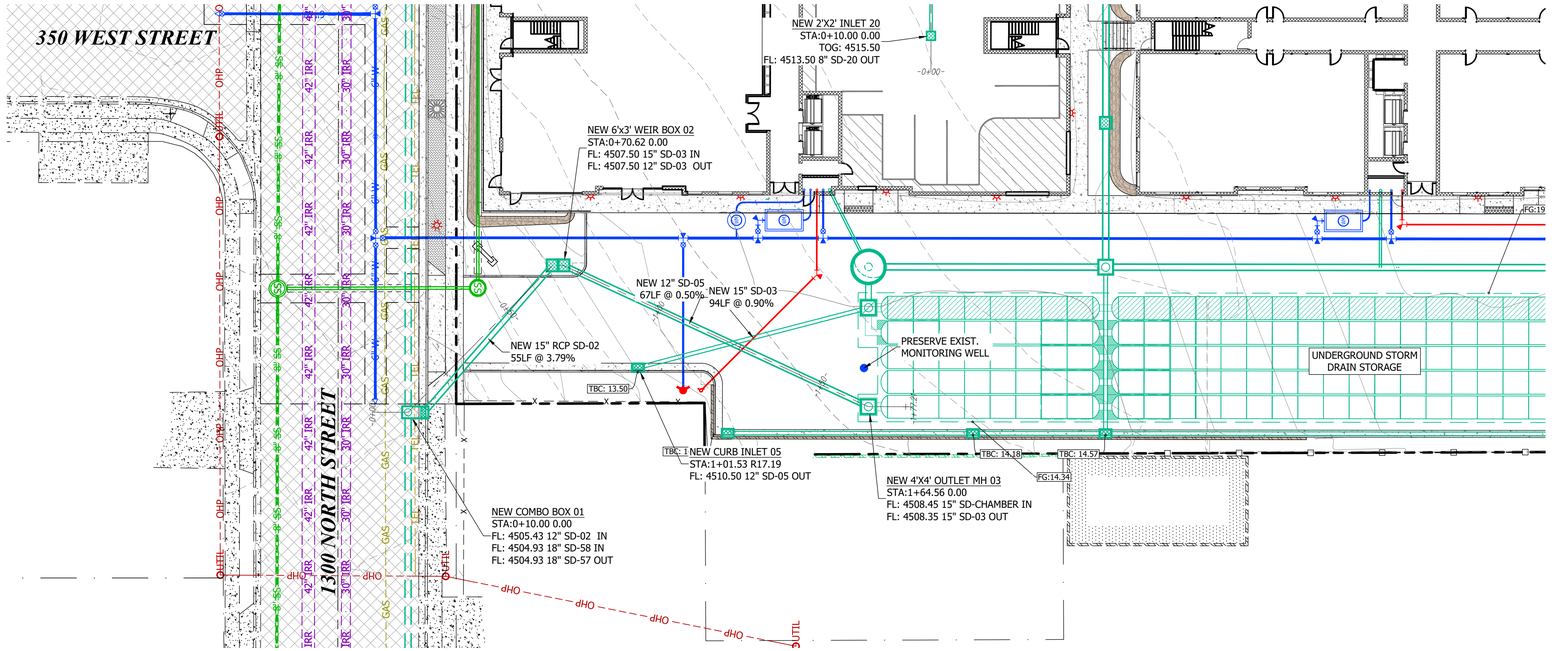
REGISTERED PROFESSIONAL ENGINEER
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9-13-21
STATE OF UTAH

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325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

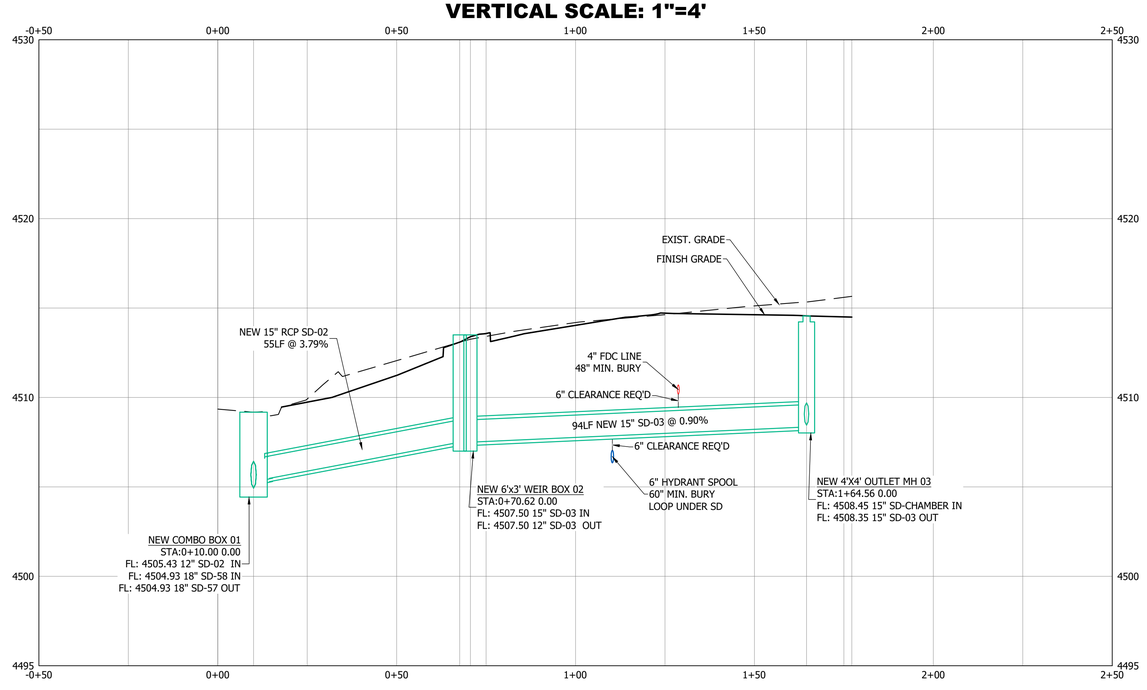
C705
PLAN & PROFILE - EXISTING PUBLIC SEWER



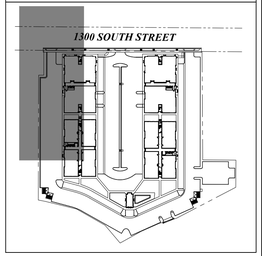
20 0 20 40 60

SCALE: 1" = 20'

SD REACH 1
VERTICAL SCALE: 1"=4'



SHEETKEY - C711



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9-13-21
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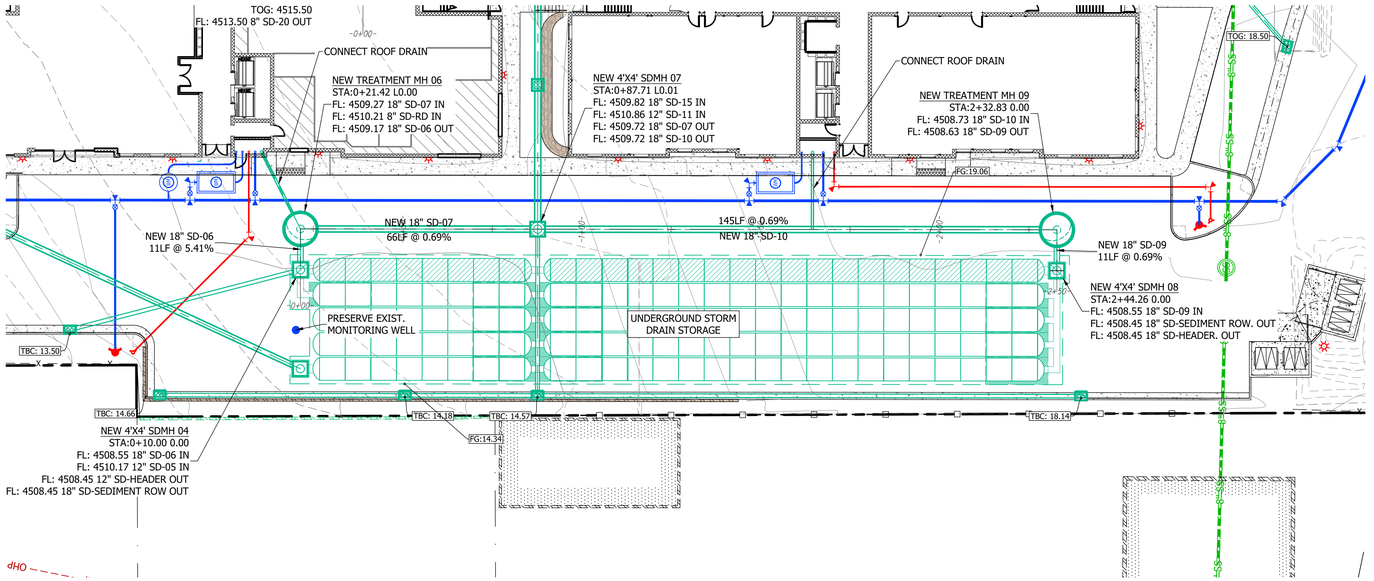
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LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
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PROJECT #:	1920001
PIPENET 1920001.dwg	

C711
PLAN & PROFILE - SD REACH 1

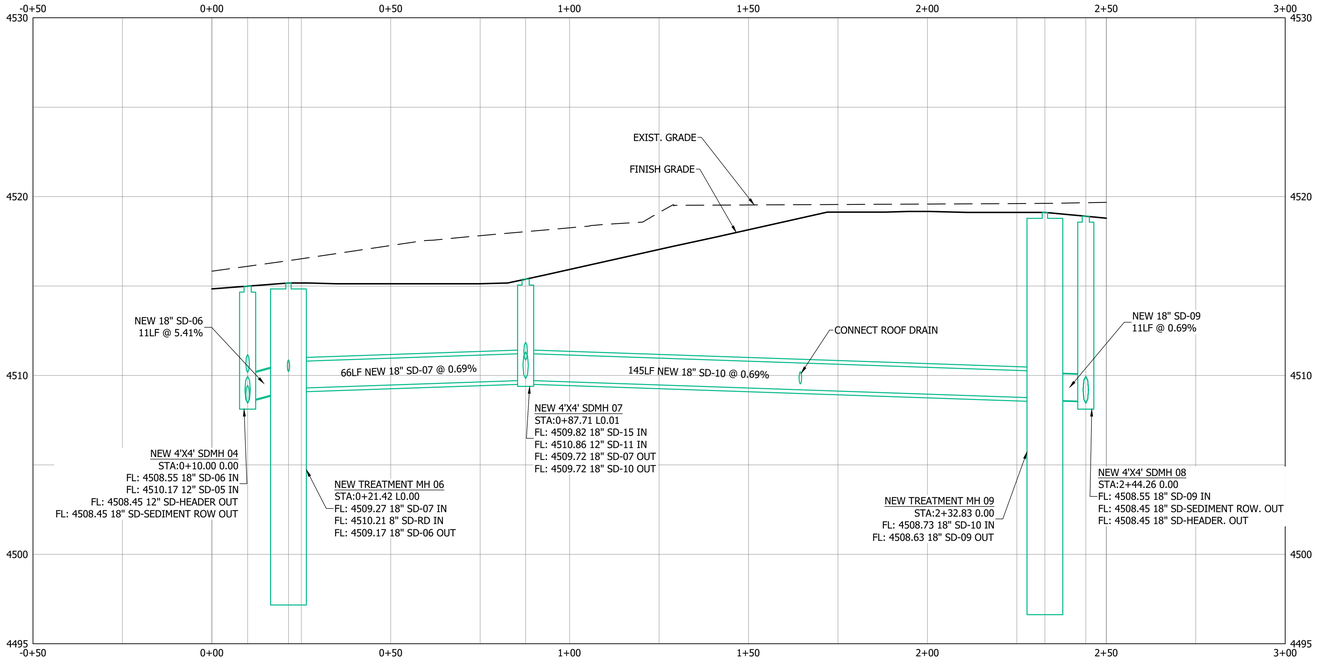
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Leland Martineau
9/13/21



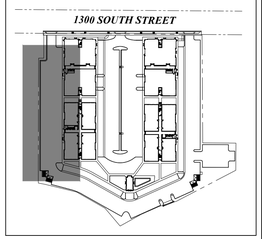
20 0 20 40 60

SCALE: 1" = 20'

SD REACH 2
VERTICAL SCALE: 1"=4'



SHEETKEY - C712



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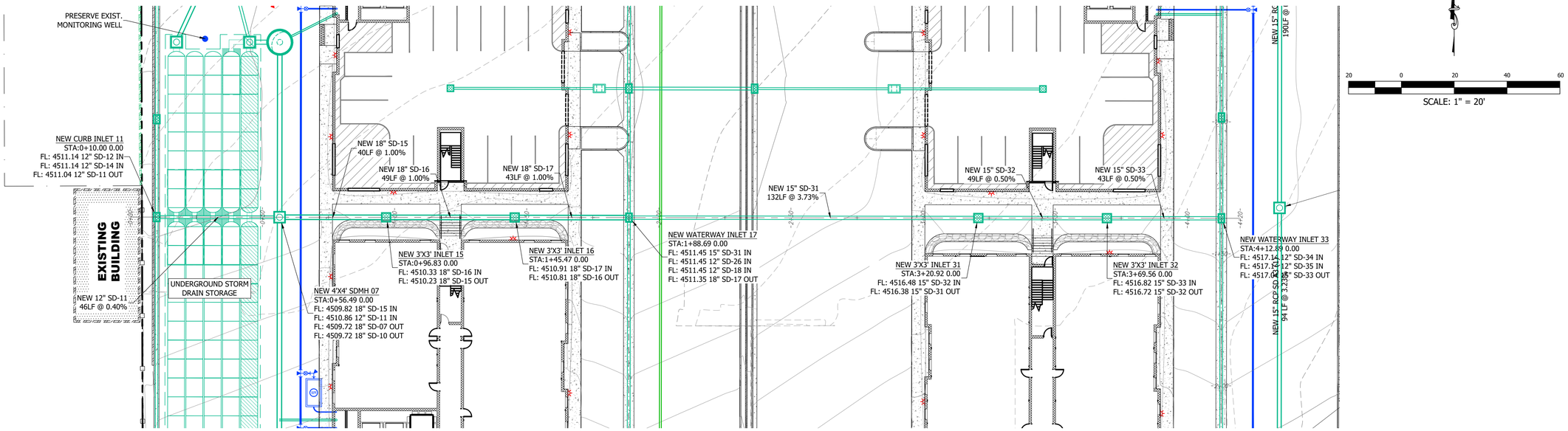
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9-13-21
STATE OF UTAH

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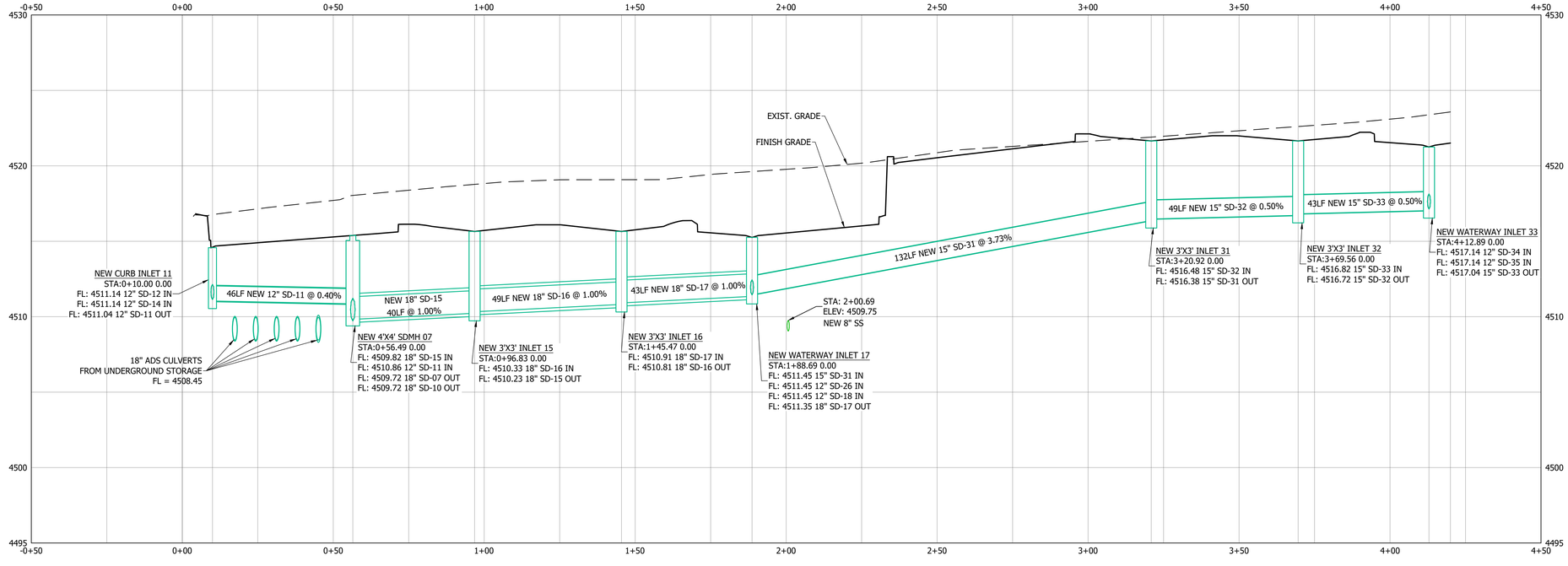
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PARCEL # 14069049 AND PARCEL # 14069052
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SUNSET CITY, DAVIS COUNTY, UTAH

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PIPENET 1920001.dwg	

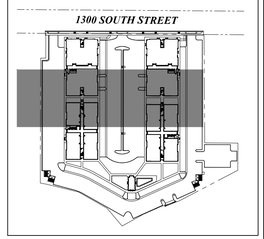
C712
PLAN & PROFILE - SD REACH 2



SD REACH 3
VERTICAL SCALE: 1"=4'



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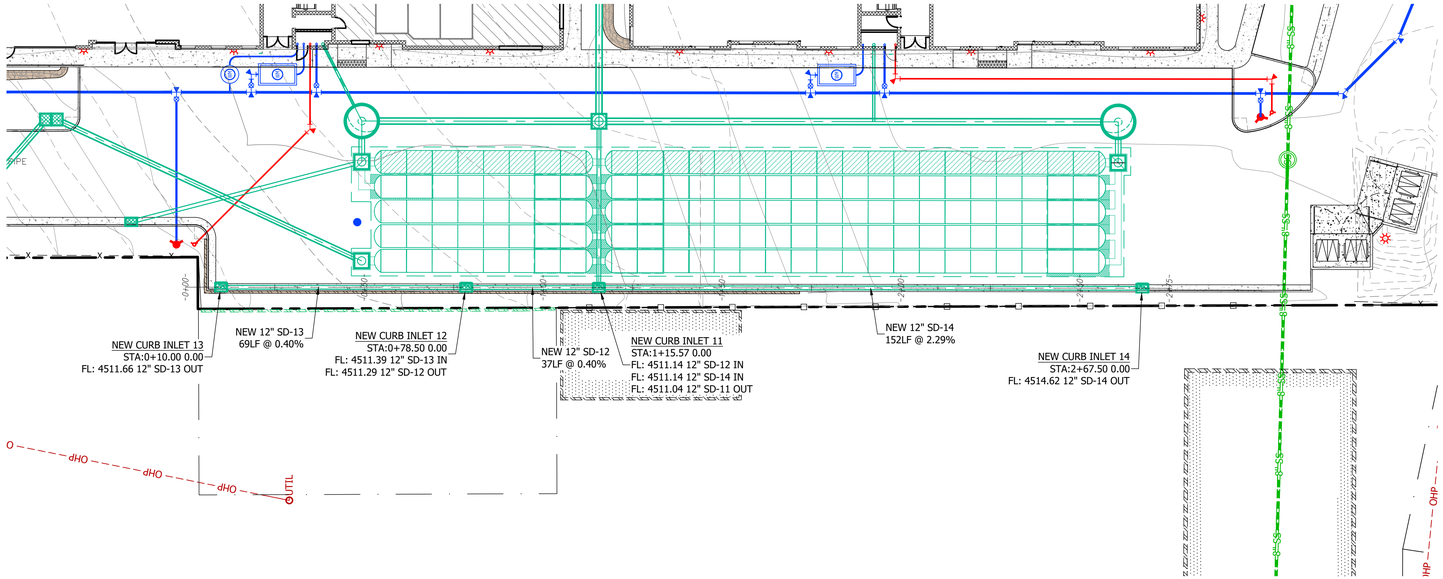
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PARCEL # 14069004 9 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
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PROJECT #:	1920001
PIPENET 1920001.dwg	

C713
PLAN & PROFILE - SD REACH 3

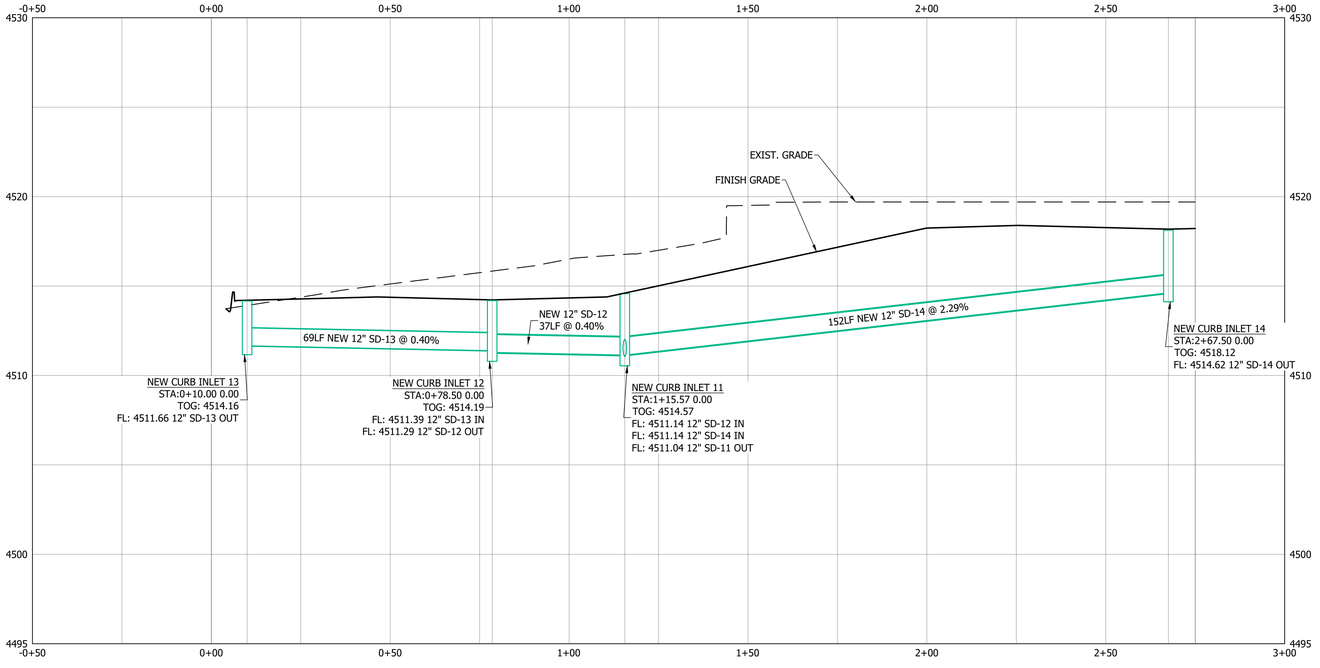
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9/13/21



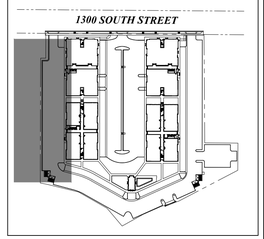
20 0 20 40 60

SCALE: 1" = 20'

SD REACH 4
VERTICAL SCALE: 1"=4'



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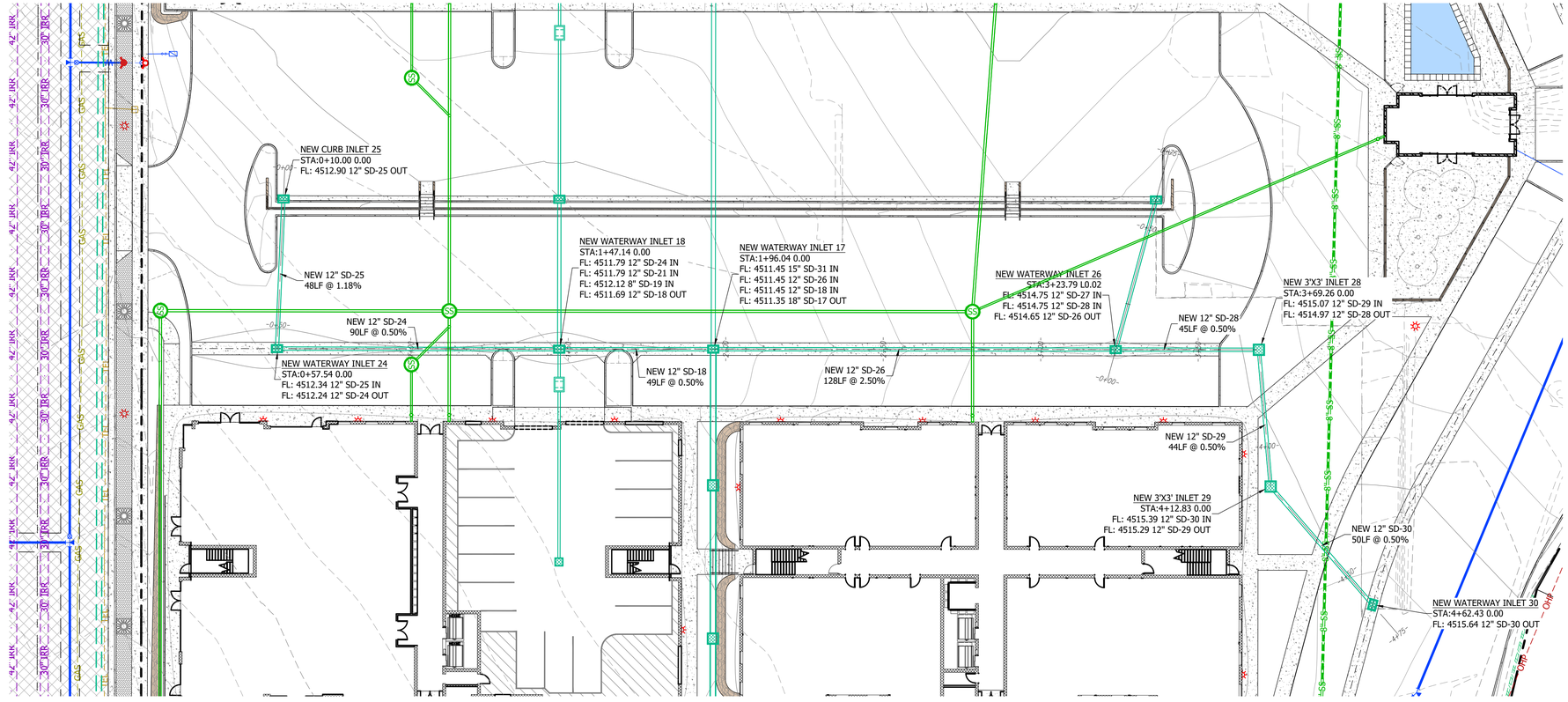
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PROJECT #:	1920001
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C714
PLAN & PROFILE - SD REACH 4

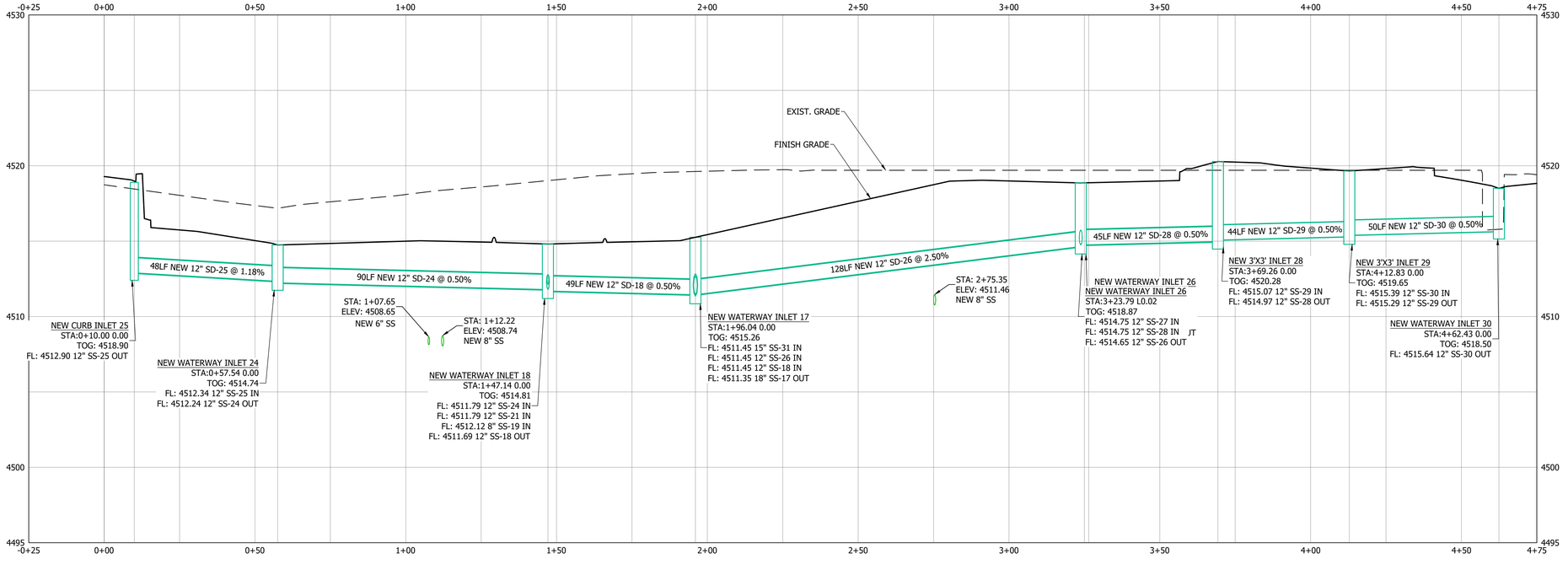
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Leland Martineau
9/13/21



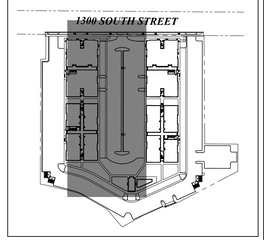
20 0 20 40 60

SCALE: 1" = 20'

SD REACH 5
VERTICAL SCALE: 1"=4'



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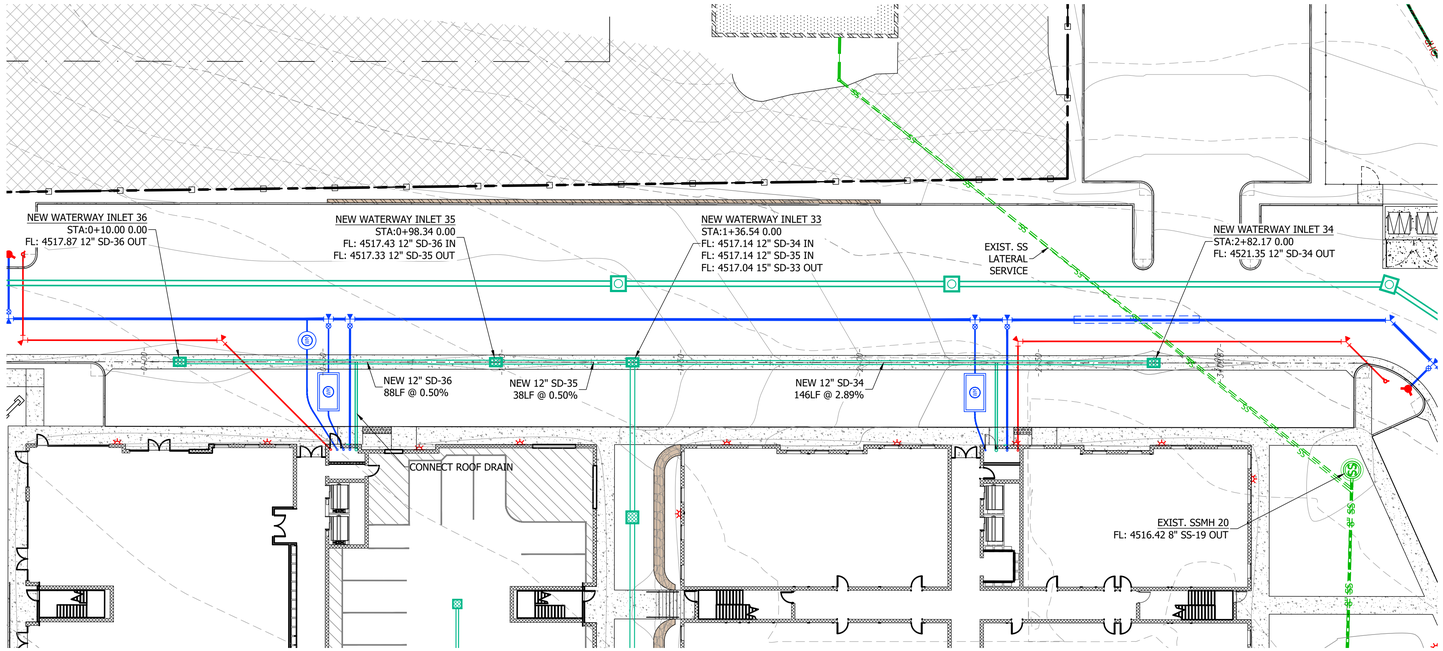
REGISTERED PROFESSIONAL ENGINEER
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Leland K. Martineau
9-13-21
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SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
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PROJECT #:	1920001
PIPENET 1920001.dwg	

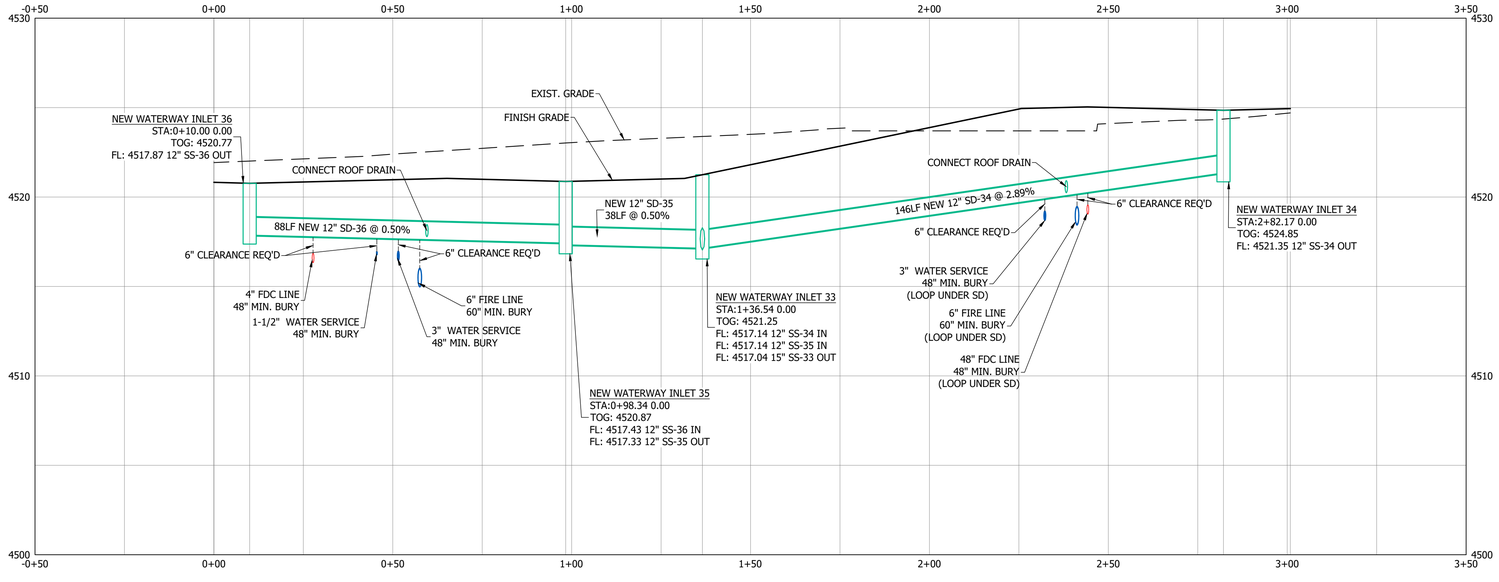
C715
PLAN & PROFILE - SD REACH 5



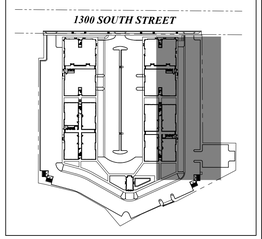


SCALE: 1" = 20'

SD REACH 6
VERTICAL SCALE: 1"=4'



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No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

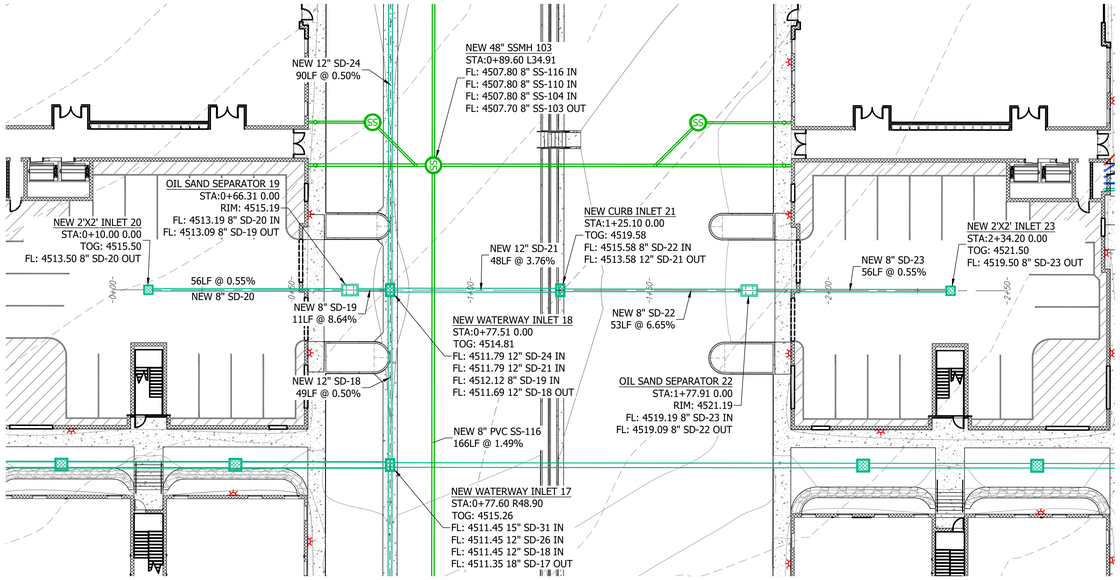
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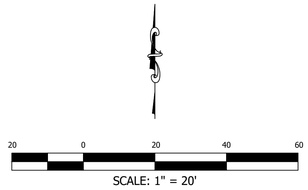
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PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

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APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

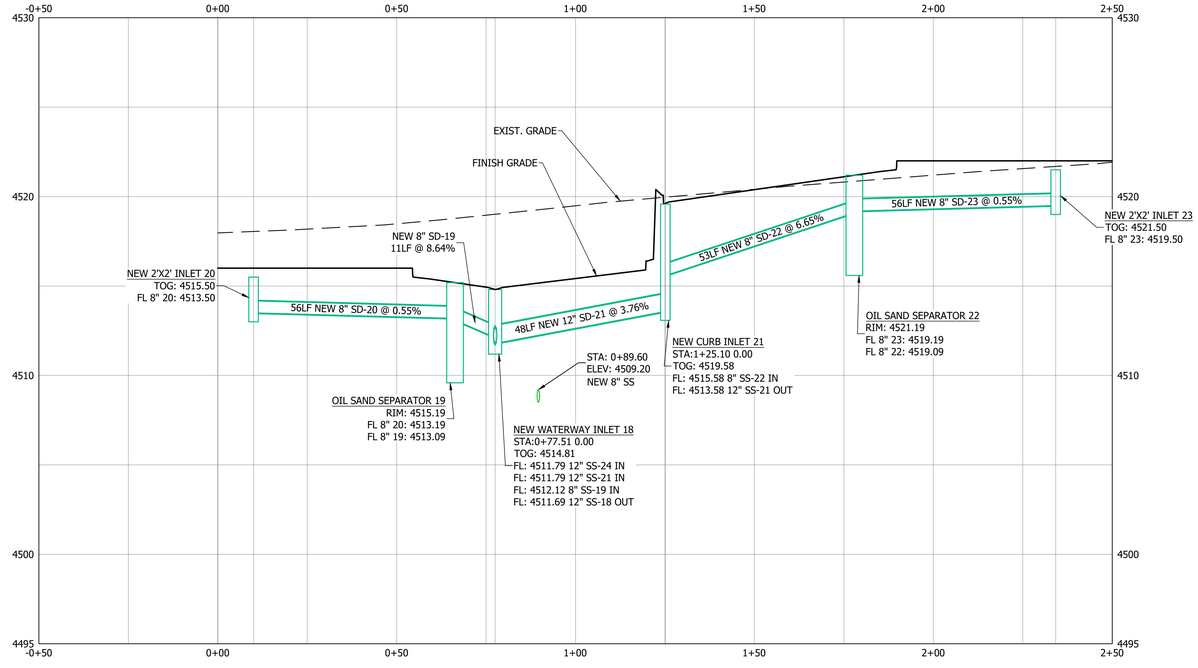
C716
PLAN & PROFILE - SD REACH 6

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Leland Martineau
9/13/21

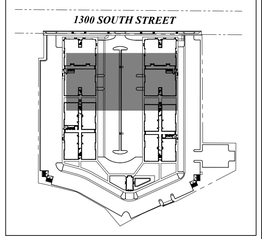




SD REACH 7
VERTICAL SCALE: 1"=4'



SHEETKEY - C717



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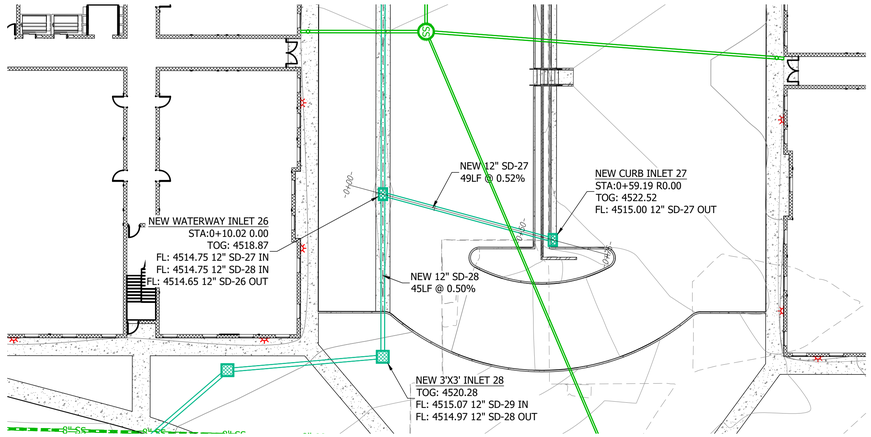
REGISTERED PROFESSIONAL ENGINEER
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Leland K. Martineau
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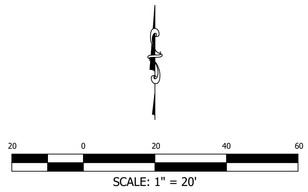
SUNSET TOWNE CENTER

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PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

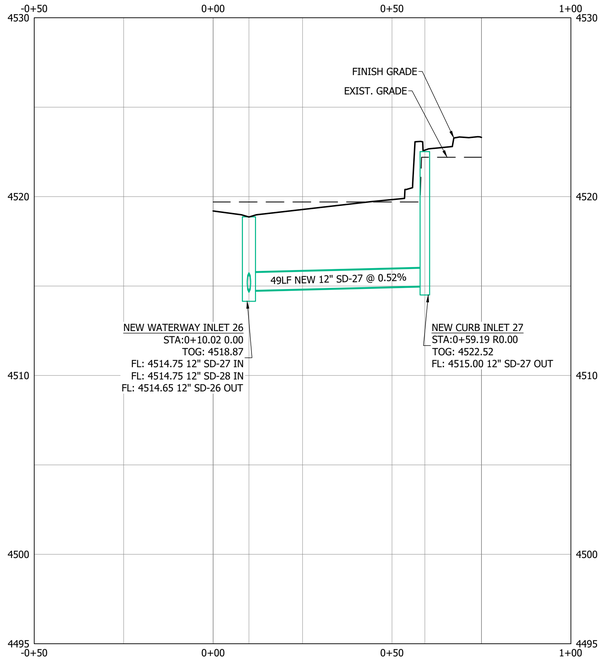
DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

C717
PLAN & PROFILE - SD REACH 7

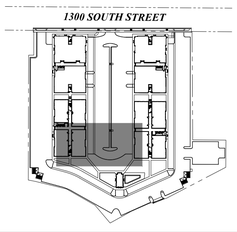




SD REACH 8
VERTICAL SCALE: 1"=4'



SHEETKEY - C718



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CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-560-3077
sunsetbuilders11@gmail.com

REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

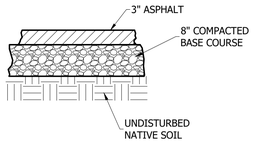
325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
PIPENET 1920001.dwg	

C718
PLAN & PROFILE - SD REACH 8

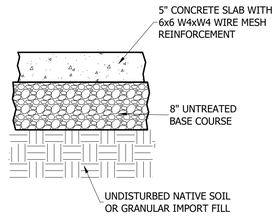
h:\1920001\cd_production\civil\02_dwf\pipenet 1920001.dwg
Leland Martineau
9/13/21

NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. PLACE MATERIAL PER APWA SECTION 32 05 10.



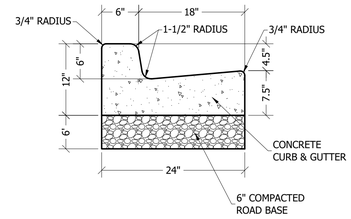
PRIVATE ASPHALT SECTION
C-1 / C400 TYPICAL N.T.S.

NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT NO MORE THAN 10' INTERVALS BOTH WAYS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.

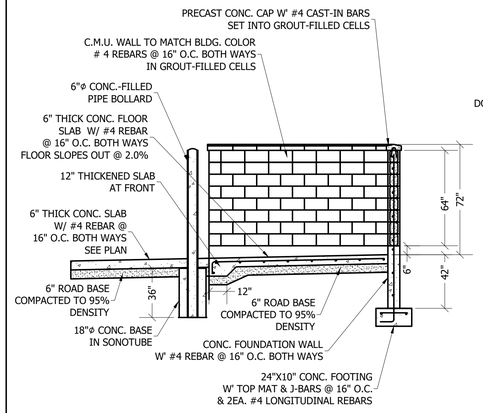


PRIVATE CONCRETE PAVING SLAB SECTION
C-2 / C400 TYPICAL N.T.S.

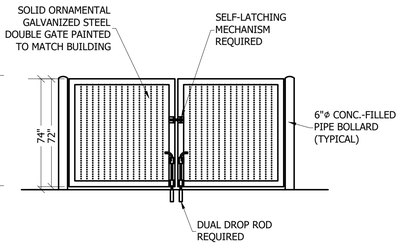
NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 10' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.



PRIVATE 24" CATCH CURB & GUTTER
C-3 / C400 TYPICAL N.T.S.



SECTION VIEW



FRONT VIEW

NOTES
1. CONCRETE IS TO BE 4,000 PSI TEST.
2. CONTROL JOINTS AT 10' INTERVALS.
3. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.
4. STEEL REINFORCEMENT IS TO BE DEFORMED GRADE 60 STEEL, GALVANIZED OR EPOXY COATED.

PRIVATE CONCRETE 6"X12" CURBWALL
C-4 / C400 TYPICAL N.T.S.

NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 10' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.
5. STEEL REINFORCEMENT IS TO BE DEFORMED GRADE 60 STEEL, GALVANIZED OR EPOXY COATED .

PRIVATE 48" CONCRETE WATERWAY
C-5 / C400 TYPICAL N.T.S.

NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 5' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.
5. STEEL REINFORCEMENT IS TO BE DEFORMED GRADE 60 STEEL, GALVANIZED OR EPOXY COATED .

PRIVATE THICKENED EDGE SIDEWALK
C-6 / C400 TYPICAL N.T.S.

PLAN VIEW

NOTES
1. BACKFILL IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.

PIPE BOLLARD

CMU DUMPSTER ENCLOSURE
C-8 / C400 TYPICAL N.T.S.

NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. CONTROL JOINTS AT 5' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED AT 50' INTERVALS.

PRIVATE CONCRETE SIDEWALK
C-7 / C400 TYPICAL N.T.S.

NOTES
1. CONCRETE TO BE MIN. 4,000 PSI.
2. REBAR TO BE GRADE 60 ROUND DEFORMED BAR.
3. J-BOLTS TO BE HOT-DIPPED GALVANIZED GRADE 105
4. J-BOLT DIAM. TO BE THE LARGEST THAT WILL FIT IN THE MANUFACTURER'S LIGHT POLE BASE.

TABLE 1	
H	D
16'	4'
20'	5'
24'	6'
28'	7'
32'	8'

MAY BE REDUCED BY THE STRUCTURAL ENGINEER

PRIVATE LIGHT POLE BASE
LT-1 / C400 TYPICAL N.T.S.

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DEVELOPER

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CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801.330.3677
sunsetbuilders11@gmail.com

REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

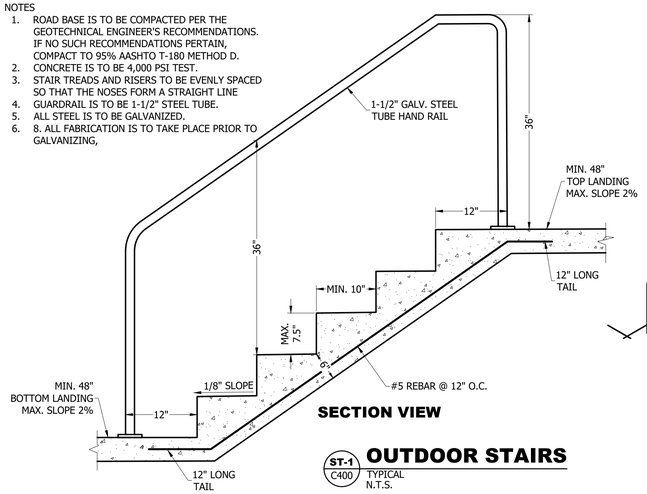
SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

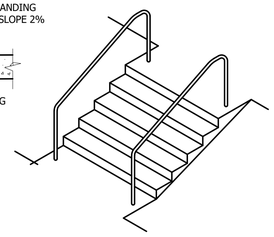
DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

C900
SITE DETAILS

NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. CONCRETE IS TO BE 4,000 PSI TEST.
3. STAIR TREADS AND RISERS TO BE EVENLY SPACED SO THAT THE NOSES FORM A STRAIGHT LINE
4. GUARDRAIL IS TO BE 1-1/2" STEEL TUBE.
5. ALL STEEL IS TO BE GALVANIZED.
6. 8. ALL FABRICATION IS TO TAKE PLACE PRIOR TO GALVANIZING,

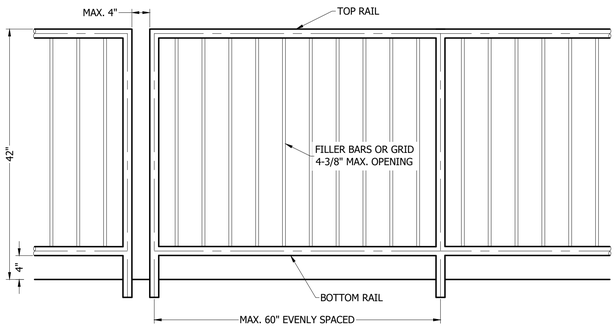


SECTION VIEW

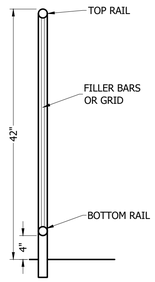


ISO VIEW

ST-1 / C400 OUTDOOR STAIRS
TYPICAL
N.T.S.



SIDE VIEW



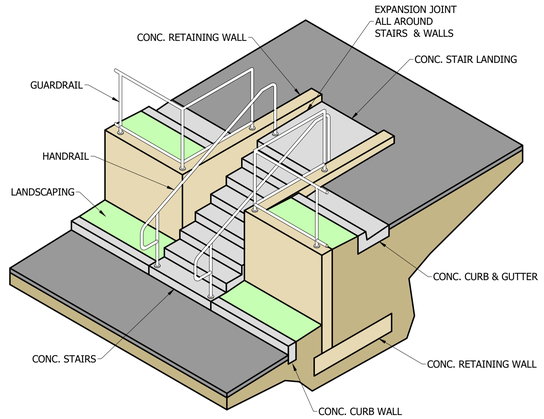
SECTION VIEW

NOTES:
1. MAIN RAILS TO BE 1-1/2" STEEL TUBE.
2. FILLER RAILS TO BE STEEL AT LEAST 1/2" IN WIDTH.
3. ALL STEEL IS TO BE GALVANIZED.
4. ALL FABRICATION IS TO TAKE PLACE PRIOR TO GALVANIZING,
5. MAXIMUM OPEN SPACE AT ANY PART IS TO BE 4-3/8".

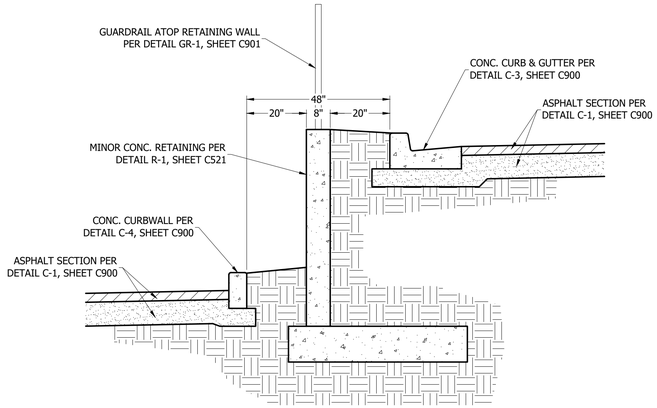
GR-1 / C400 GUARDRAIL
TYPICAL
SCALE 1" = 1'

CONCRETE NOTES
1. ROAD BASE IS TO BE COMPACTED PER THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS. IF NO SUCH RECOMMENDATIONS PERTAIN, COMPACT TO 95% AASHTO T-180 METHOD D.
2. ALL CONCRETE TO 4,000 PSI TEST.
3. CONTROL JOINTS AT MIN. 10' INTERVALS.
4. BITUMINOUS MATERIAL EXPANSION JOINTS ARE REQUIRED BETWEEN THE STAIRS AND ANY OTHER CONCRETE.
5. STAIR TREADS AND RISERS ARE TO BE EVENLY SPACE SO THAT THE NOSES FORM A STRAIGHT LINE.

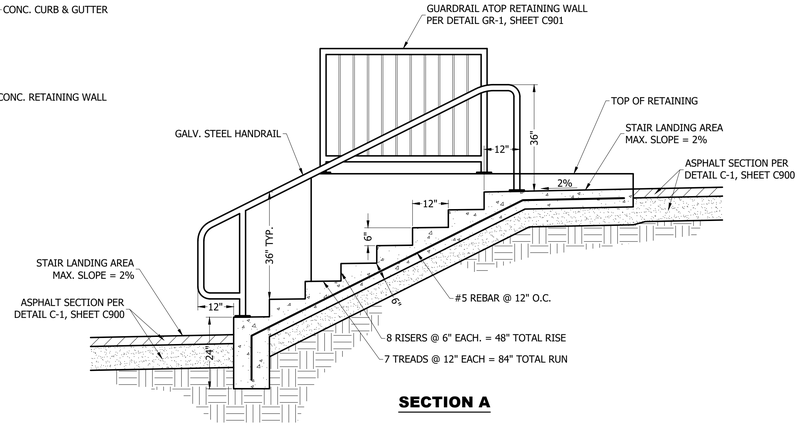
STEEL GUARDRAIL AND HANDRAIL NOTES
6. MAIN RAILS TO BE 1-1/2" STEEL TUBE.
7. FILLER RAILS TO BE STEEL BAR AT LEAST 1/2" IN WIDTH, OR WIRE MESH AT LEAST 10 GAUGE.
8. ALL STEEL IS TO BE GALVANIZED.
9. ALL FABRICATION IS TO TAKE PLACE PRIOR TO GALVANIZING,
10. MAXIMUM OPEN SPACE AT ANY PART IS TO BE 4-3/8".



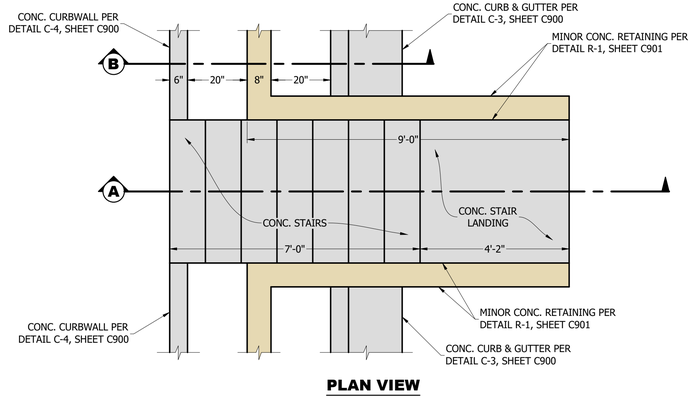
ISO VIEW



SECTION B



SECTION A



PLAN VIEW

DTL / SHT PARKING ACCESS STAIRS
TYPICAL
N.T.S.

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DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-518-3677
sunsetbuilders11@gmail.com

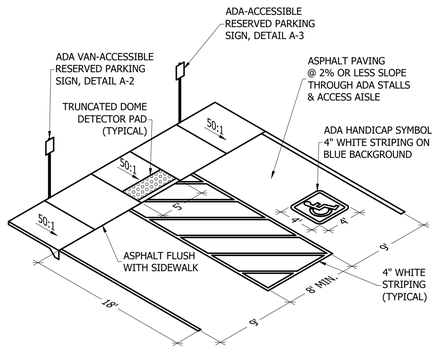
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069051
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

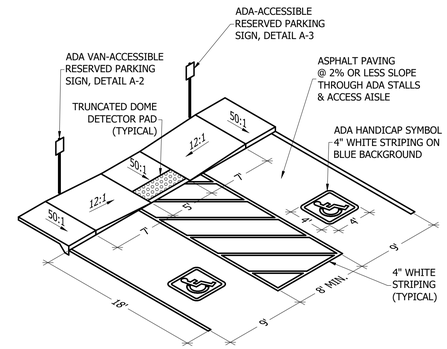
DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

C901
SITE DETAILS



ADA ACCESSIBLE PARKING & RAMPS

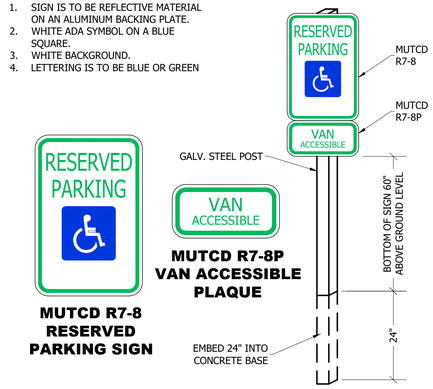
A-1 / C400 TYPICAL N.T.S.



ADA ACCESSIBLE PARKING & RAMPS

A-2 / C400 TYPICAL N.T.S.

NOTES
1. SIGN IS TO BE REFLECTIVE MATERIAL ON AN ALUMINUM BACKING PLATE.
2. WHITE ADA SYMBOL ON A BLUE SQUARE.
3. WHITE BACKGROUND.
4. LETTERING IS TO BE BLUE OR GREEN



MUTCD R7-8 RESERVED PARKING SIGN

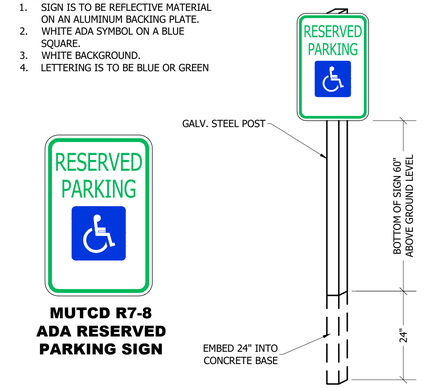
MUTCD R7-8P VAN ACCESSIBLE PLAQUE

POLE-MOUNTED SIGN

ADA POLE-MOUNTED VAN-ACCESSIBLE PARKING SIGN

A-3 / C400 TYPICAL N.T.S.

NOTES
1. SIGN IS TO BE REFLECTIVE MATERIAL ON AN ALUMINUM BACKING PLATE.
2. WHITE ADA SYMBOL ON A BLUE SQUARE.
3. WHITE BACKGROUND.
4. LETTERING IS TO BE BLUE OR GREEN



MUTCD R7-8 ADA RESERVED PARKING SIGN

POLE-MOUNTED SIGN

ADA POLE-MOUNTED RESERVED PARKING SIGN

A-4 / C400 TYPICAL N.T.S.

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REGISTERED PROFESSIONAL ENGINEER
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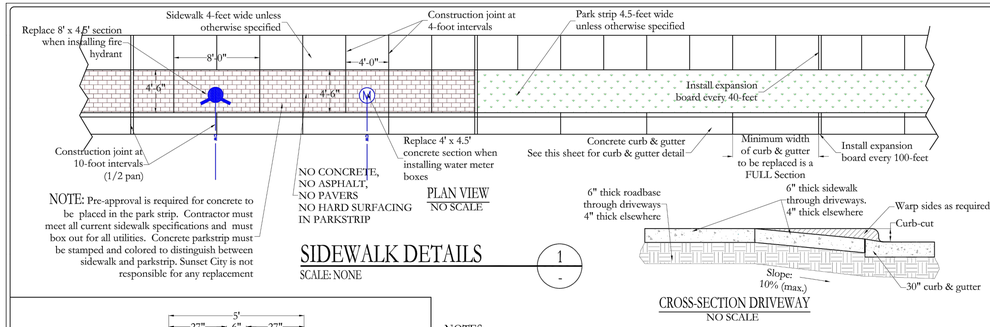
SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

C902

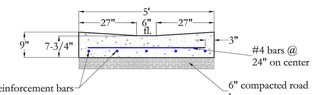
ADA DETAILS



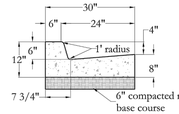
SIDEWALK DETAILS
SCALE: NONE — 1 / -

PLAN VIEW
NO SCALE

CROSS-SECTION DRIVEWAY
NO SCALE



STANDARD 5' WIDE WATERWAY
SCALE: NONE — 2 / -



NOTE:
Contractor to provide expansion joints at a spacing not to exceed 100 feet and where new concrete materials abut existing ramps, curb and gutter, and other concrete, or as directed by the Engineer.

STANDARD 30" CURB & GUTTER
SCALE: NONE — 3 / -

NOTES:

1. A minimum 6-inch depth of roadbase or crushed gravel (1" minus) material shall be placed to grade & compacted to 95% of maximum dry density under driveway, waterway, and curb & gutter prior to placement of concrete.

2. A minimum 4-inch depth of roadbase material shall be placed to grade and compacted to 95% of maximum dry density under sidewalk prior to placement of concrete.

3. Where construction is adjacent to State Highway Frontage, State Highway Department requirements shall govern.

4. Concrete for sidewalks, curb & gutters, driveway approaches and waterways shall be 3/4-inch maximum aggregate class B concrete, 6 bags per yard, with a minimum compressive strength of 3,500 PSI at 28 days.

5. Expansion joints shall be constructed by placing an approved material, (typically bituminous impregnated fiberboard), the full depth of the concrete. Expansion material **shall be installed prior to the placement of the concrete** and set flush with the finish level of the sidewalk. **Concrete shall not be installed below the expansion joint.**

6. Construction joint is made by inserting 1/8-inch Steel plate into the concrete; finish with 1/2-inch radius edging tool or other method approve by Engineer.

7. Slope sidewalk to roadway at 2% grade.

8. Locate all inlet grates 2-feet minimum away from the pedestrian crosswalk, with all drainage intercepted before it gets to the pedestrian crosswalk area.

9. Minimum temperature for placement of concrete without protection is 40°F. (See Technical Specifications)

10. Below 40° F, all concrete to be protected for 10 days. (Portable heater may be required, as directed - See Technical Specifications)

11. All roadbase shall meet UDOT standards and specifications. Recycled concrete will NOT be permitted to use as a roadbase substitute.

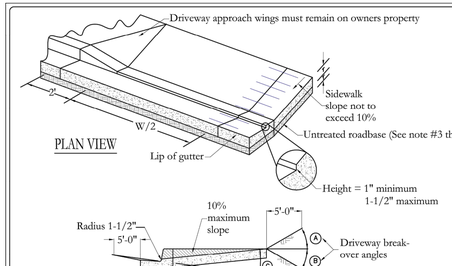
CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: SIDEWALK AND WATERWAY DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 02-08 sc ST stds.dwg
SHEET: 3 of 21



TYPICAL SECTION

FLARE DRIVEWAY DETAIL WITHOUT PARKSTRIP
SCALE: NONE — 1 / -

NOTES:
1. Edge concrete with 1/2-inch radius edging tool.

2. Place 1/2-inch expansion joint between driveway apron and curb and in the driveway centerline if "W" is greater than 20-feet. Filler material shall be full depth of concrete.

3. Use 6-inch thick untreated roadbase or gravel (1.5-inch minus) under curb, gutter and sidewalk. Compact to 95% of the maximum dry density. All roadbase shall meet UDOT standards and specifications. Recycled concrete will NOT be permitted to use as a roadbase substitute.

4. Difference in slope of driveway ramp and the slope of a line between the gutter and a point on the roadway 5-feet from the front edge of the gutter shall not exceed 15%. Reduce driveway ramp slope, not gutter slope, where required.

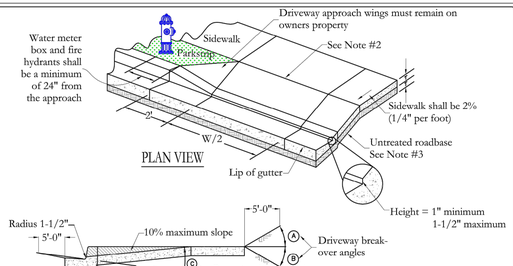
5. All concrete slabs with a length/width ratio greater than 2:1 shall have contraction joints installed as required to stay within the 2:1 ratio.

6. Front edge of sidewalk to be set at an elevation of 2% higher than the top of back of curb.

7. Installation of the sidewalk adjacent to the back of curb REQUIRES SPECIAL APPROVAL FROM THE PUBLIC WORKS DIRECTOR PRIOR TO INSTALLATION. The sidewalk shall be a minimum of 5-feet wide unless otherwise specified with the special approval. With a parkstrip, the sidewalk must be a minimum of 4-feet wide unless otherwise specified.

8. Minimum of 12-feet between driveways in residential and commercial zones is required.

9. Angle cut toward the flowline of the curb.



TYPICAL SECTION

FLARE DRIVEWAY DETAIL WITH PARKSTRIP
SCALE: NONE — 2 / -

DRIVE APPROACH DIMENSIONS

DIMENSION	LENGTH ACCORDING TO ZONE
W	24'-0" min. residential zones 34'-0" max. residential zones 34'-0" max. commercial/industrial zones *Sunset City Public Works Director to approve any driveway approaches needing wider widths.
T	0'-6" Residential zones 0'-8" Commercial/industrial zones

TABLE OF DIMENSIONS

DIMENSION	ZONE
(A) ≤ 12 % ≤ 6 %	Residential zone Commercial/industrial zones
(B) ≤ 13 % ≤ 6 %	Residential zone Commercial/industrial zones
(C) ≤ 15 % ≤ 6 %	Residential zone Commercial/industrial zones

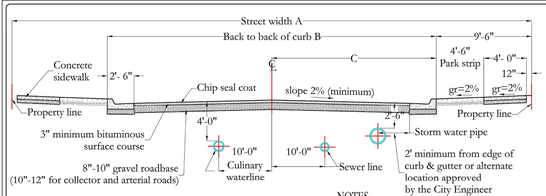
CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: DRIVEWAY APPROACH DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 02-08 sc ST stds.dwg
SHEET: 4 of 21



Street designation	R.O.W. WIDTH (A)	T.B.C. TO T.B.C. (B)	$\mathbb{C}_L$ TO T.B.C. (C)
Minor	50'	31'	15.5'
Standard Residential	60'	41'	20.5'
Collector	66'	47'	23.5'
Minor Arterial	80'	61'	31.5'
Major Arterial	100'	81'	40.5'

STANDARD URBAN ROADWAY SECTION
SCALE: NONE — 1 / -

NOTES
1. Maximum difference in elevation between curb on opposite side of street shall not exceed 1'-0".

2. Pavement thickness shall be considered as minimum and may be increased by the Engineer when the subgrade c.b.r. is less than 10 or when a greater depth is necessary to provide sufficient stability.

3. All roadbase shall meet UDOT standards and specifications. Recycled concrete will NOT be permitted to use as a roadbase substitute.

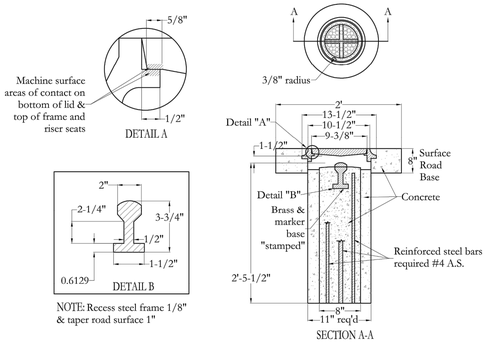
4. Minor and major arterial streets shall be constructed with a 10" untreated base course and 3" bituminous surface course or as required.

5. Minimum storm water pipe size is 15" diameter.

6. Minimum water line size is 8" diameter.

7. Minimum sanitary sewer line size is 8" diameter.

8. Chip Seal Coat materials shall not be placed in a cul-de-sac. Substitute with Polymer Seal Coat materials (High density mineral bonds, Mastics, Onyx, HA5, Micro-surfacing, Slurry seals & others as approved).



NOTE: Recess steel frame 1/8" & taper road surface 1"

SURVEY MONUMENT
SCALE: NONE — 2 / -

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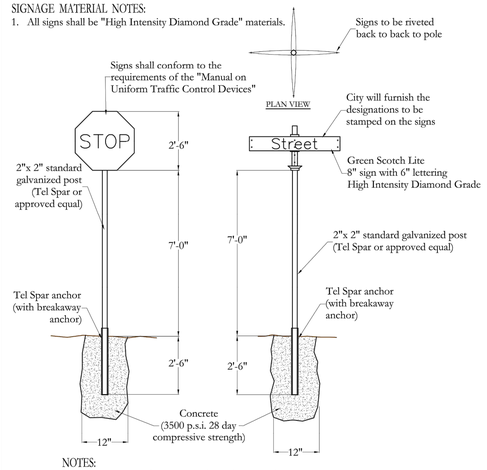
NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: STANDARD ROADWAY SECTION & SURVEY MONUMENT DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 02-08 sc ST stds.dwg
SHEET: 6 of 21

SIGNAGE MATERIAL NOTES:
1. All signs shall be "High Intensity Diamond Grade" materials.



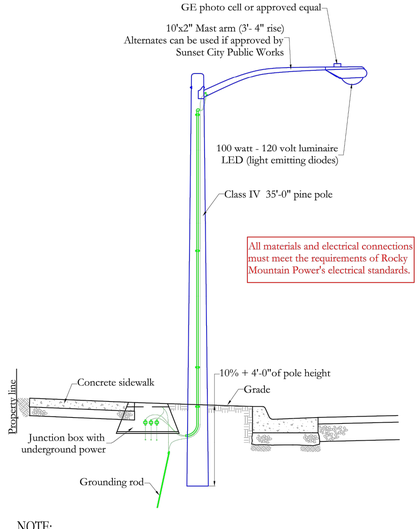
NOTES:
1. Secure Sunset City's approval of sign format and installation.

2. Install the edge of the sign 2-feet from the vertical extension of the back of curb as near as possible to the approach curb point of curvature. Signs should not overhang sidewalk or curb & gutter

3. All street signs (Stop, Speed, etc.) shall be 7-feet minimum from ground to the bottom of the sign.

4. Placement of all street signs to be approved by Sunset City.

STREET AND REGULATORY STANDARD DETAILS
SCALE: NONE — 1 / -



NOTE:
Street light poles shall be located at roadway intersections (near fire hydrants where possible) and at other required locations per City Engineer

Optional pole design may be substituted. Approval will be required by City prior to installation.

STREET LIGHT POLE DETAIL
SCALE: NONE — 2 / -

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NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: STREET SIGNS AND LIGHT DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 02-08 sc ST stds.dwg
SHEET: 7 of 21

1470 South 600 West
Woods Cross, UT 84010
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www.Entellus.com
Entellus

DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801.910.5477
sunsetbuilders11@gmail.com

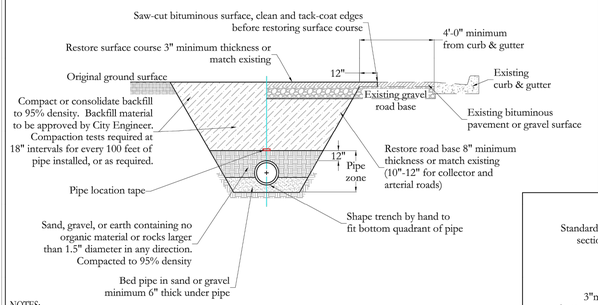
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	***JH***
APPROVED:	***LKM***
PROJECT #:	***1920001***
DETAILS 1920001.dwg	

C903
CITY SITE DETAILS



NOTES:

1. The contractor shall be responsible for meeting all current OSHA and UOSH requirements for trench safety.

2. Contractor shall locate all underground utilities before laying pipe within 200' of said utilities which may be exposed, damaged or crossed as shown on the drawings or as "blue staked" the contractor will make arrangements with the utility company to move the utility if necessary or obtain permission from the project engineer to modify grade of pipeline in order to go around utilities.

3. The contractor shall determine the actual location of existing service connections and utilities and take the necessary steps to avoid them. Contractor is responsible for any damage occurring during construction.

4. All sewer lines to be installed at a minimum 10' distance from any water lines and installed with a minimum of 4' cover to the top of the pipe.

5. All sanitary sewer pipelines shall be air & displacement tested along with a video tape recording of the pipelines interior, per the requirements of "Section 6, Paragraph G" of the "Technical Specifications".

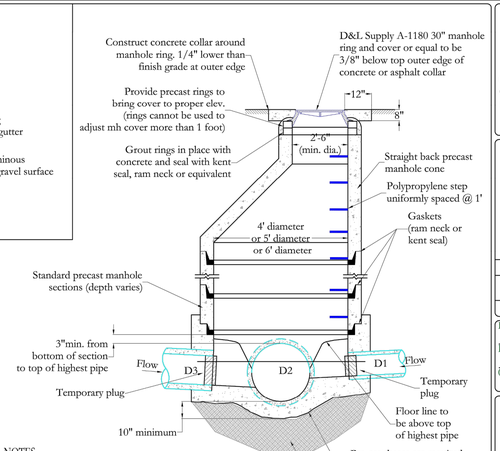
6. All Sanitary Sewer pipelines shall be re-video recorded/taped for displacement failures just prior to the expiration of the 1-year warrantee period. Should the pipeline be displaced horizontally or vertically the Public Works Director and/ or the City Engineer shall determine the extent of the required repairs. It shall be the Contractors full responsibility to immediately make all required repairs and all costs associated with the repairs shall be paid by the Contractor.

7. With all private construction, the Contractor must submit to Sunset City Public Works the "As Constructed" Plans, copies of the video recording of the pipe line testing and all the collection pipes (storm & sewer) must be cleaned.

STANDARD SEWER TRENCH CROSS-SECTION

SCALE: NONE

1



NOTES:

1. If grade allows, inverts of D1 & D3 shall be required to match top of D2.

2. After all grading around manhole has been completed and final surfacing is in place, remove debris and temporary plugs or plywood from inside of manholes.

3. If manhole is to be poured in place, follow same pattern as shown except use 10" minimum wall thickness.

4. Manholes deeper than 20 feet shall have an 18" thick concrete base.

5. Cone and wall sections shall conform with ASTM C-478 standard.

STANDARD SANITARY SEWER MANHOLE

SCALE: NONE

2

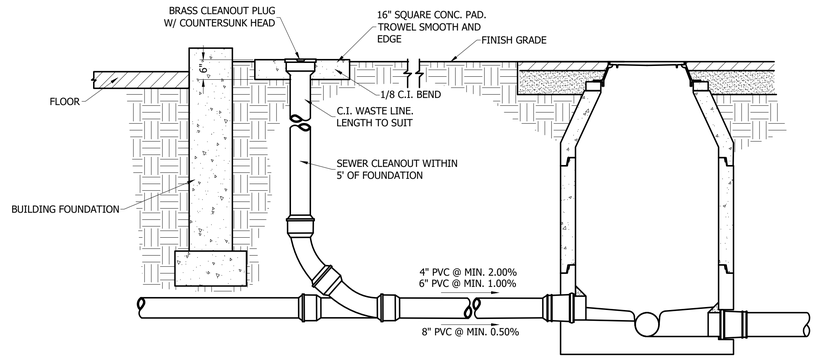
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5141 SOUTH 1500 WEST
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801.866.0550

NO.	DATE	BY	REVISIONS

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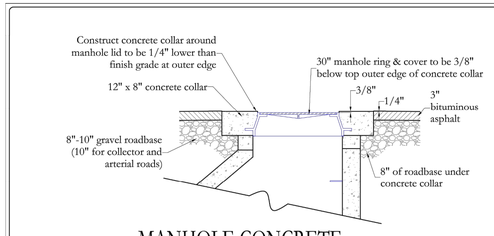
PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: SANITARY SEWER TRENCH & MANHOLE DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 09-10 sc SS stds.dwg
SHEET: 9 of 21



SS-1 C600 SEWER LATERAL TO MANHOLE

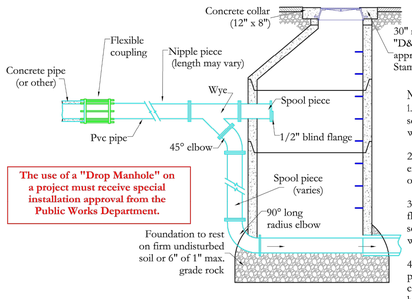
TYPICAL
N.T.S.



MANHOLE CONCRETE COLLAR DETAIL

SCALE: NONE

1



The use of a "Drop Manhole" on a project must receive special installation approval from the Public Works Department.

NOTES:

1. Piping outside of manhole may be schedule 40 PVC if encased in 3/4" washed gravel- min. 6" cover.

2. Use drop manhole only when drop exceeds 2'- 0" or more above the flow line of the main line.

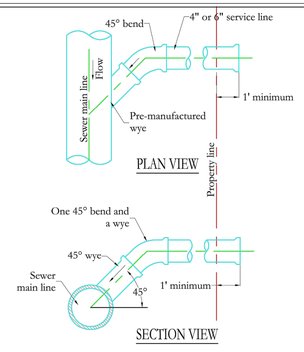
3. All pipe for drop manhole to be flanged ductile iron pipe or alternate schedule 40 pvc. if encased in 3/4" washed gravel minimum.

4. All sanitary sewer manholes shall be precast with rubber boot seal. Any east-in-place manholes must be approved by Sunset City prior to installation.

STANDARD SANITARY SEWER DROP MANHOLE

SCALE: NONE

2



NOTES:

1. All house services shall be 4" diameter. Commercial and public services shall be 6" diameter unless directed otherwise and shall be extended from main lines to property lines. The lateral from the main to the residential/commercial is owned and maintained by the property owner.

2. All sanitary sewer laterals shall not be connected to a manhole unless pre-approved by Sunset City.

3. Recommended minimum grade shall be 1% for 6" service line and 2% for 4" service line.

4. Contractor shall use a "Inserta Tee" for an existing connection and a "WYE" for a new connection.

5. All 90° bends at connection to main must be constructed with one 45° bend and a wye.

6. Direct nose on is allowed when connecting to existing main line. use rubber boot as per city with stainless steel straps, if required. Core cut existing pipe, do not break out with a hammer.

7. Notify city 24 hours in advance of any connection. Every connection to be inspected by City.

STANDARD SANITARY SEWER CONNECTION

SCALE: NONE

3

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RIVERDALE, UT 84405
801.866.0550

NO.	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
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CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: SANITARY SEWER DROP MANHOLE CONCRETE COLLAR & CONNECTION DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 09-10 sc SS stds.dwg
SHEET: 10 of 21

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Entellus

DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
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sunsetbuilders11@gmail.com

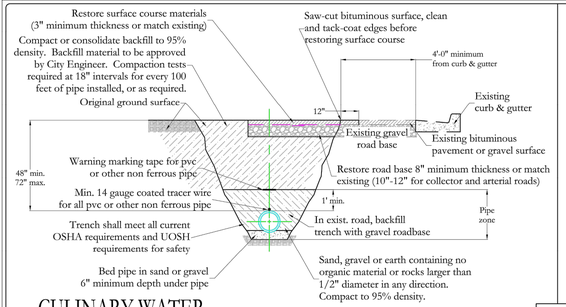
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

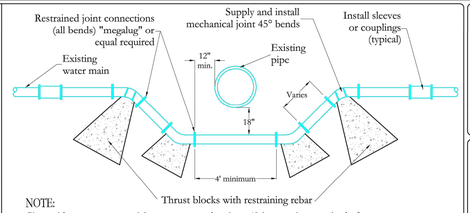
C910
SEWER DETAILS



CULINARY WATER TRENCH CROSS-SECTION

SCALE: NONE

1 / -

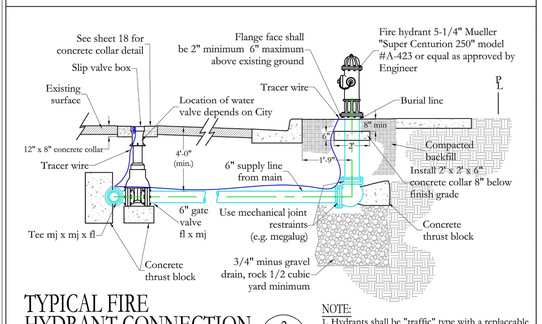


NOTE:
City residents or commercial water users to be given 48-hour written notice before looping or shutting down any waterline.

TYPICAL WATER LOOP

SCALE: NONE

3 / -



TYPICAL FIRE HYDRANT CONNECTION

SCALE: NONE

2 / -

NOTE:
1. Hydrants shall be "traffic" type with a replaceable break-away unit immediately above ground.
2. Hydrants shall not be located within 10' of a driveway.

WATER LINE PIPING AND MISCELLANEOUS NOTES:

1. Water lines 12 inches and larger shall be ductile iron class-51. Water lines 10 inches and smaller shall be pvc C-900 DR-18 or ductile iron Class-51. All waterlines shall be a minimum of 8-inches in diameter.

2. Valves larger than 12-inches shall be butterfly valves. Concrete collars required around all valve boxes.

3. Ductile iron pipe and fittings shall be wrapped with polyethylene and have cathodic protection where required.

4. Whenever possible "hot tap" connections required. Hot tap valve to be supported during connection. Contractor to notify City 24-hours in advance of making connection.

5. Contractor shall contact property owners 48-hours in advance with written notice for shutting off water

6. Pipe zone shall be backfilled with sand or material as approved by project engineer.

7. The following tests must be passed before the waterline is connected for service. All disinfection and testing shall follow all AWWA specifications and standards (see the Technical Specification discharge of waste water).
   a. Pipeline inspection - alignment, grade, class of pipe, & brass wedges installation
   b. Pressure Test - Must keep a minimum of 200 PSI for 2-hours
   c. Chlorination Test - Must keep a minimum of 30 PPM for 24-hours.
   d. Clear Water Test
   e. Bacteria Test - 2 tests are required. The 2nd test must be taken 24-hours after the 1st test is performed. (See Technical Specifications for additional detail information)

8. Upon completion of a new waterline a sampling tap valve shall be installed on the blow-off pipe at the ends of the pipe to aid with the water sampling and tests that are required in Item 9 above.

9. Terminations for tracer wire for pvc piping is to be located at the surface of valve boxes. The wire is to be brought on the outside of the bottom section of the water valve box and brought inside through the top section of the box. Tracer wire shall be extended to the ground surface adjacent fire hydrants

10. A fire hydrant (for pipeline flushing) shall be installed at the end of all cul-de-sac's & dead-end streets.

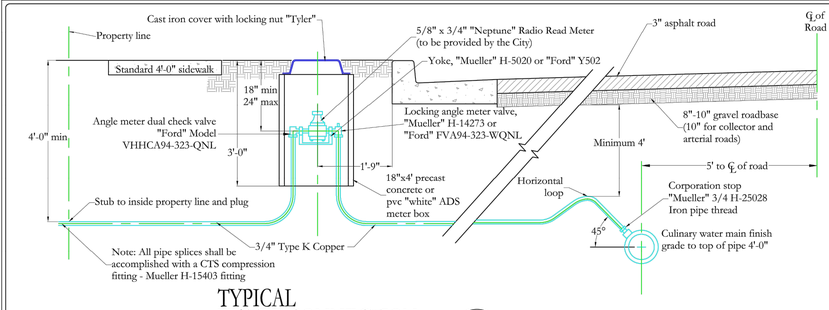
CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: CULINARY WATER TRENCH, FIRE HYDRANT & WATER LOOP DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 16-19 sc CW stds.dwg
SHEET: 16 of 21



Meter Size	Meter Box Size
3/4"	18"
1"	24" box
1-1/2"	30"
2"	36" box with 30" lid and grade ring

TYPICAL WATER CONNECTION

SCALE: NONE

1 / -

NOTES:
1. Backfill: Install backfill in lifts not exceeding 8" after compaction. Compact each lift to an average dry density of 95% with no density test result less than 92%.

2. Residential water meters provided by City. Commercial and industrial water meters to be approved by City.

3. Pipe: Type K copper pipe.

4. Placement: All meters are to be centered in the park strip and must be placed near midpoint of the lot. Meters must not be located in a driveway, or in a sidewalk, and must be 24" away from driveway approaches.

5. Property owner is responsible for service line from property side of meter.

6. Taps to PVC C900 require brass double strap saddles. Direct taps not allowed to PVC. Direct taps to ductile iron are allowed.

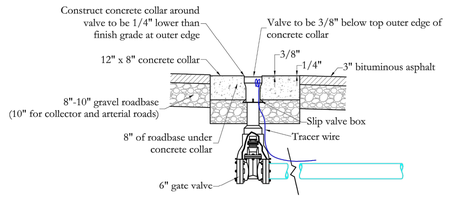
7. Back flow prevention devices not required.

8. 1-1/2" and 2" meters require a meter setter Mueller H1423 with Mueller H15428 fittings or approved equal.

9. All meters over 1" is required to have a bypass.

10. Water meter size shall be the same size as the supply line into site.

11. Any standards and specifications not shown shall follow all APWA specifications.



GATE VALVE CONCRETE COLLAR

SCALE: NONE

2 / -

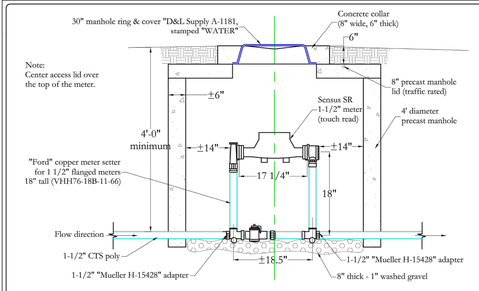
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RIVERDALE, UT 84405
801.866.0550

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DATE: FEBRUARY 2019
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PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: CULINARY WATER CONNECTION & CONCRETE COLLAR DETAILS

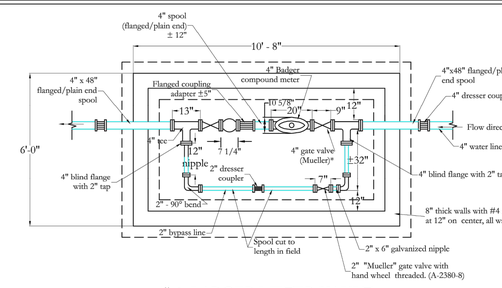
CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 16-19 sc CW stds.dwg
SHEET: 17 of 21



1-1/2" METER VAULT

SCALE: NONE

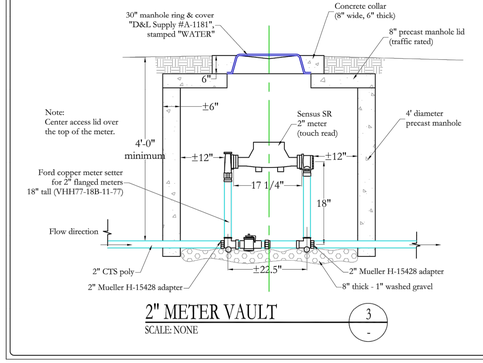
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4" & LARGER METER VAULT PLAN VIEW

SCALE: NONE

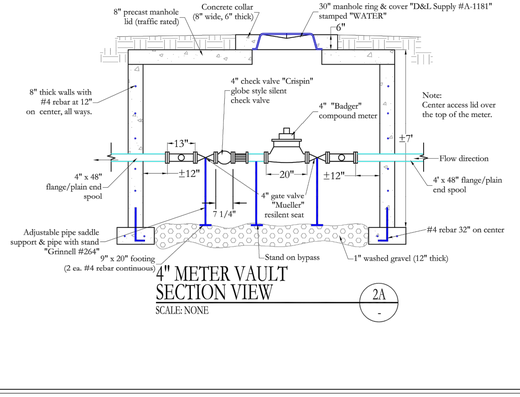
2 / -



2" METER VAULT

SCALE: NONE

3 / -



4" METER VAULT SECTION VIEW

SCALE: NONE

2A / -

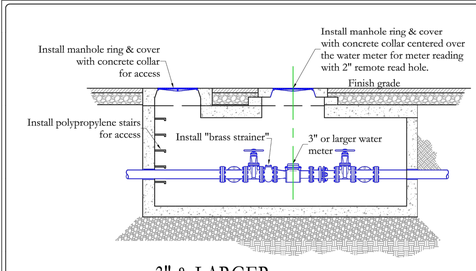
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RIVERDALE, UT 84405
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PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: 1-1/2", 2" & 4" WATER METER VAULTS

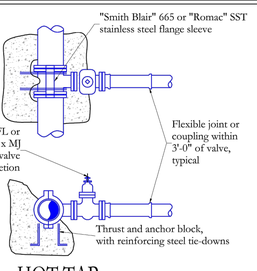
CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 16-19 sc CW stds.dwg
SHEET: 18 of 21



3" & LARGER WATER METER VAULT

SCALE: NONE

1 / -



HOT TAP CONNECTION DETAIL

SCALE: NONE

2 / -



All utility trenching within road right-of-ways which are 66' wide or wider shall have flowable backfill material

Safe bearing loads	
Soil type	Safe bearing load (lb/ft²)
Sand	1000
Sand & gravel	1500
Sand & gravel cemented with clay	2000
Shale	5000
Thrust block area against trench wall (square feet) = Thrust on fitting / Safe bearing load of soil	

All trenching for service connections shall have 100% roadbase backfill material above the pipe zone within any road right-of-way

Thrust on fittings in pounds @ 1 pound per square inch of water pressure *				
Pipe size	Tees	90° bends	45° bends	22.5° bends
8"	65.8	93	50.4	25.5
10"	107.5	152	82.4	41.7
12"	153.1	216.4	117.2	59.4

* multiply thrust by maximum water pressure

CONCRETE THRUST BLOCK DETAILS*

SCALE: NONE

3 / -

*All bolts on pipe fittings to be kept clear of concrete. Mega-lugs or One-lok to be used with thrust blocks

GENERAL NOTES

1. Bolt & nut accessories shall be in accordance with ANSI/AWWA C111/A21.11 having a fluoropolymer coating that is VOC compliant, resin-bolded and thermally cured. (i.e. "Blue Bolts" or equal)

CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH
TITLE: CULINARY WATER METER VAULT, THRUST BLOCK AND HOT TAP CONNECTION DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 16-19 sc CW stds.dwg
SHEET: 19 of 21

DEVELOPER
1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801.910.5471
sunsetbuilders11@gmail.com

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

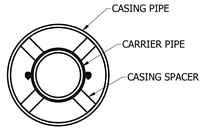
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

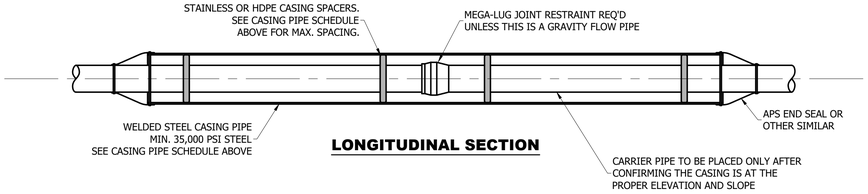
DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

C920
CITY WATER DETAILS



CROSS SECTION

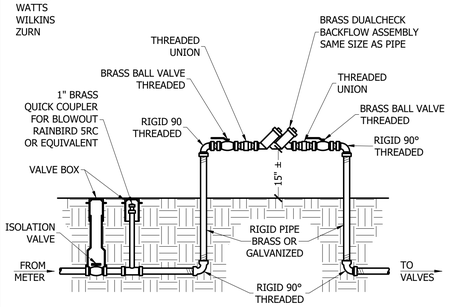
CASING PIPE SCHEDULE			
CARRIER PIPE	CASING PIPE	NOMINAL THICKNESS	MAX. SUPPORT SPACING
4"	8"	0.281"	4'
6"	12"	0.281"	5.5'
8"	16"	0.312"	7'
10"	20"	0.344"	8'
12"	24"	0.406"	9'
14"	27"	0.469"	10'
16"	30"	0.469"	10'
18"	30"	0.469"	10'
20"	36"	0.532"	10'
24"	36"	0.532"	10'



LONGITUDINAL SECTION

W-1 / C600 **STEEL CASING PIPE**
TYPICAL
N.T.S.

ACCEPTABLE BACKFLOW ASSEMBLY
MANUFACTURERS INCLUDE:
APOLLO
WATTS
WILKINS
ZURN



SECTION VIEW

3/4", 1", 1-1/2" & 2" DUALCHECK BACKFLOW PREVENTER

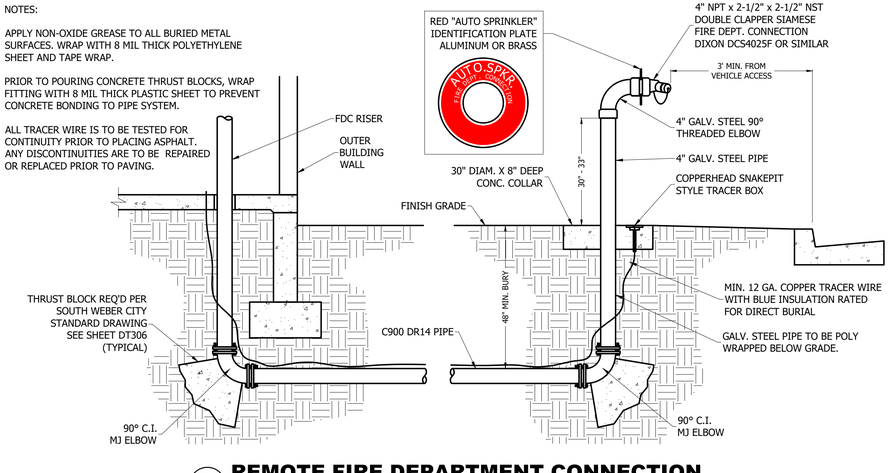
IR-1 / C600
TYPICAL
N.T.S.

NOTES:

APPLY NON-OXIDE GREASE TO ALL BURIED METAL SURFACES. WRAP WITH 8 MIL THICK POLYETHYLENE SHEET AND TAPE WRAP.

PRIOR TO POURING CONCRETE THRUST BLOCKS, WRAP FITTING WITH 8 MIL THICK PLASTIC SHEET TO PREVENT CONCRETE BONDING TO PIPE SYSTEM.

ALL TRACER WIRE IS TO BE TESTED FOR CONTINUITY PRIOR TO PLACING ASPHALT. ANY DISCONTINUITIES ARE TO BE REPAIRED OR REPLACED PRIOR TO PAVING.



FDC / C600 **REMOTE FIRE DEPARTMENT CONNECTION**
TYPICAL
N.T.S.

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-518-3477
sunsetbuilders11@gmail.com

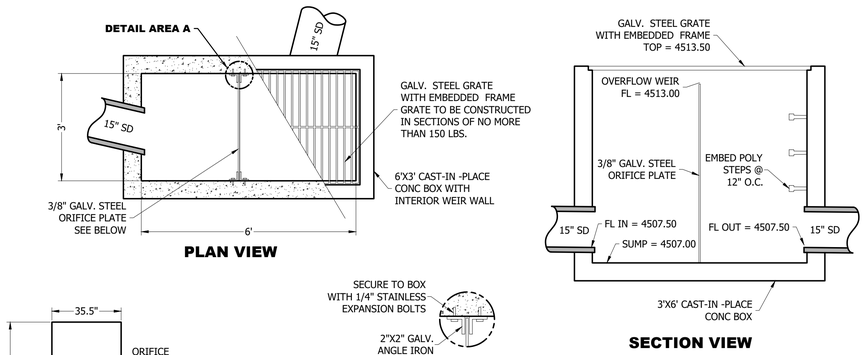
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

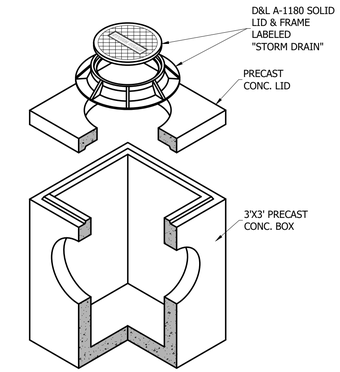
DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

C921
WATER DETAILS



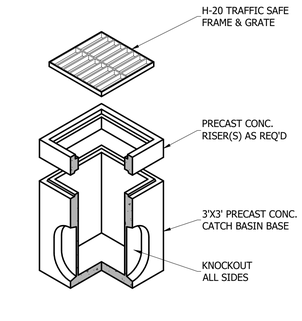
PRIVATE STORM DRAIN CONTROL BOX WITH OVERFLOW WEIR

A-1 / C120 TYPICAL N.T.S.



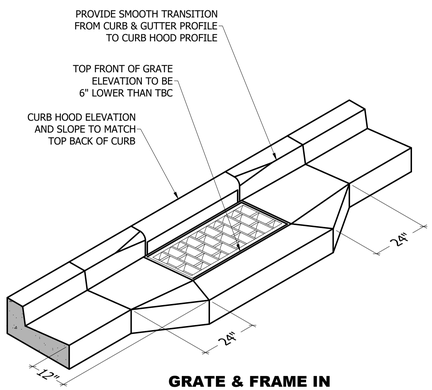
PRIVATE STORM DRAIN 3'X3' CLEANOUT

SD-2 / C600 TYPICAL N.T.S.

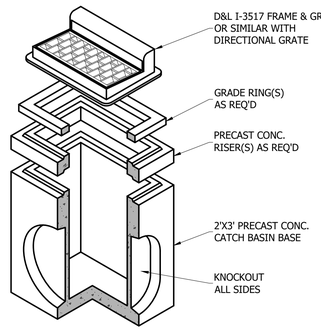


PRIVATE STORM DRAIN 3'X3' CATCH BASIN

SD-3 / C600 TYPICAL N.T.S.



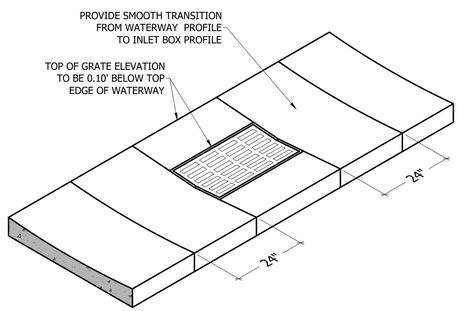
GRATE & FRAME IN CONCRETE CURB & GUTTER



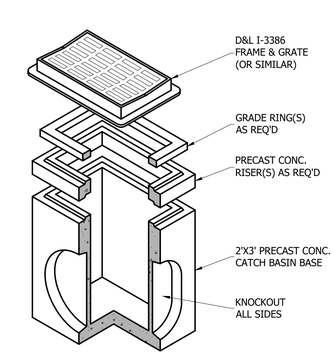
GRATE & FRAME WITH PRECAST CONCRETE BOX

PRIVATE STORM DRAIN CURB INLET BOX

SD-4 / C600 TYPICAL N.T.S.



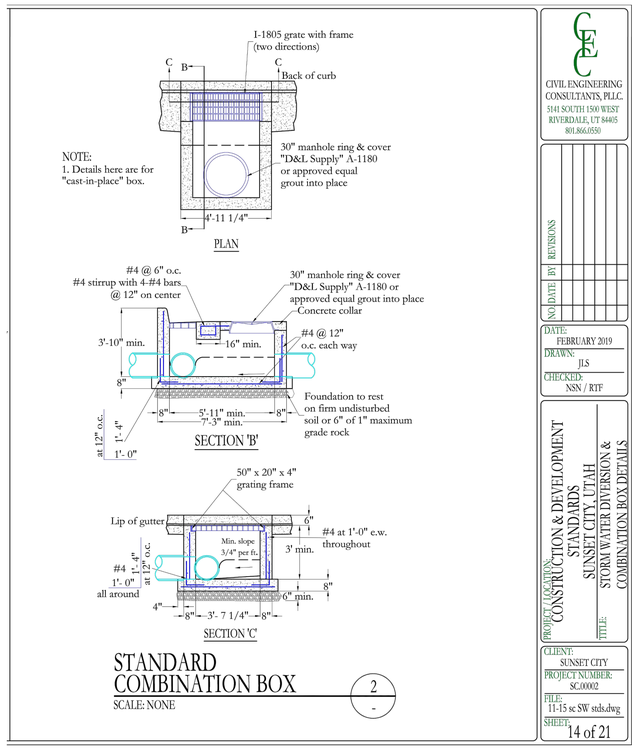
GRATE & FRAME IN CONCRETE WATERWAY



GRATE & FRAME WITH PRECAST CONCRETE BOX

PRIVATE STORM DRAIN WATERWAY INLET BOX

SD-5 / C600 TYPICAL N.T.S.



STANDARD COMBINATION BOX

SCALE: NONE

2 / -

CIVIL ENGINEERING CONSULTANTS, PLLC.
5141 SOUTH 1500 WEST
RIVERDALE, UT 84405
801.866.0550

NO	DATE	BY	REVISIONS

DATE: FEBRUARY 2019
DRAWN: JLS
CHECKED: NSN / RTF

PROJECT LOCATION: CONSTRUCTION & DEVELOPMENT STANDARDS SUNSET CITY, UTAH

TITLE: STORM WATER DIVERSION & COMBINATION BOX DETAILS

CLIENT: SUNSET CITY
PROJECT NUMBER: SC.00002
FILE: 11-15 sc SW stds.dwg
SHEET: 14 of 21

DEVELOPER
1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-335-3777
sunsetbuilders11@gmail.com

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus

REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN: JH
APPROVED: LKM
PROJECT #: 1920001
DETAILS 1920001.dwg

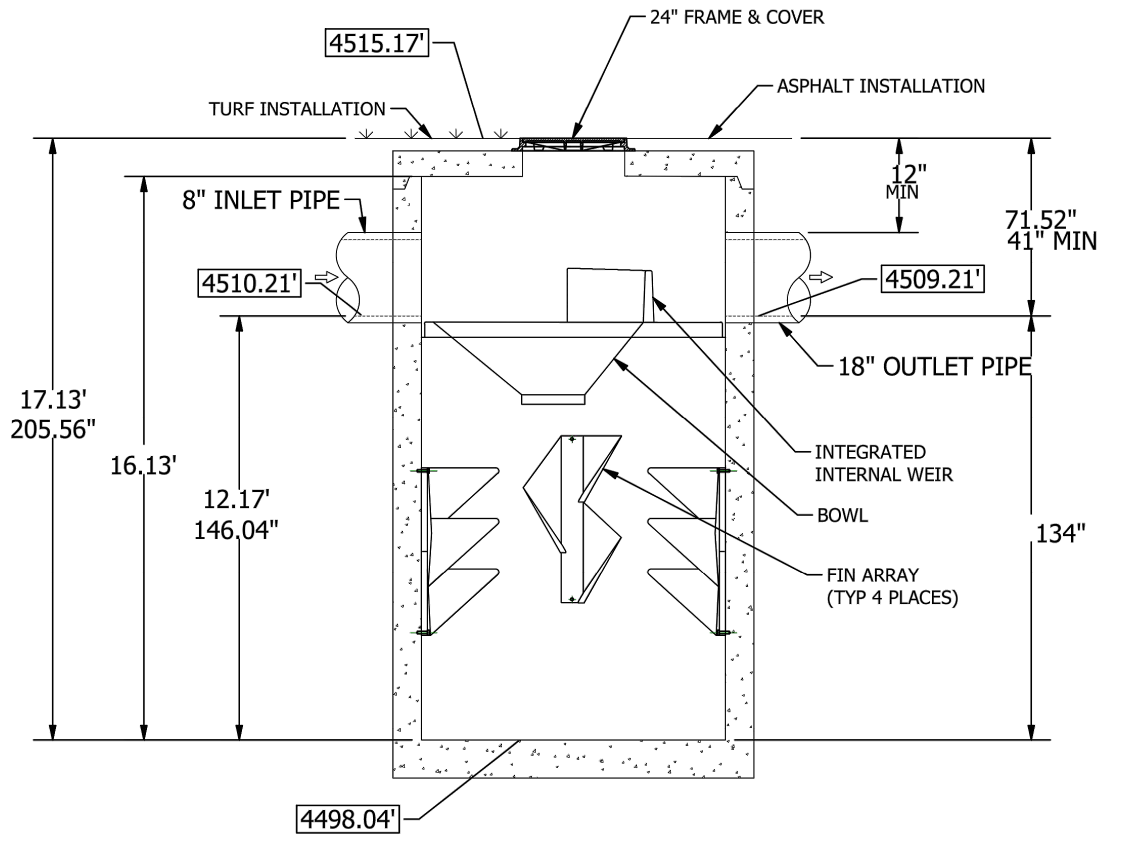
C930
STORM DRAIN DETAILS

PRODUCT SPECIFICATIONS

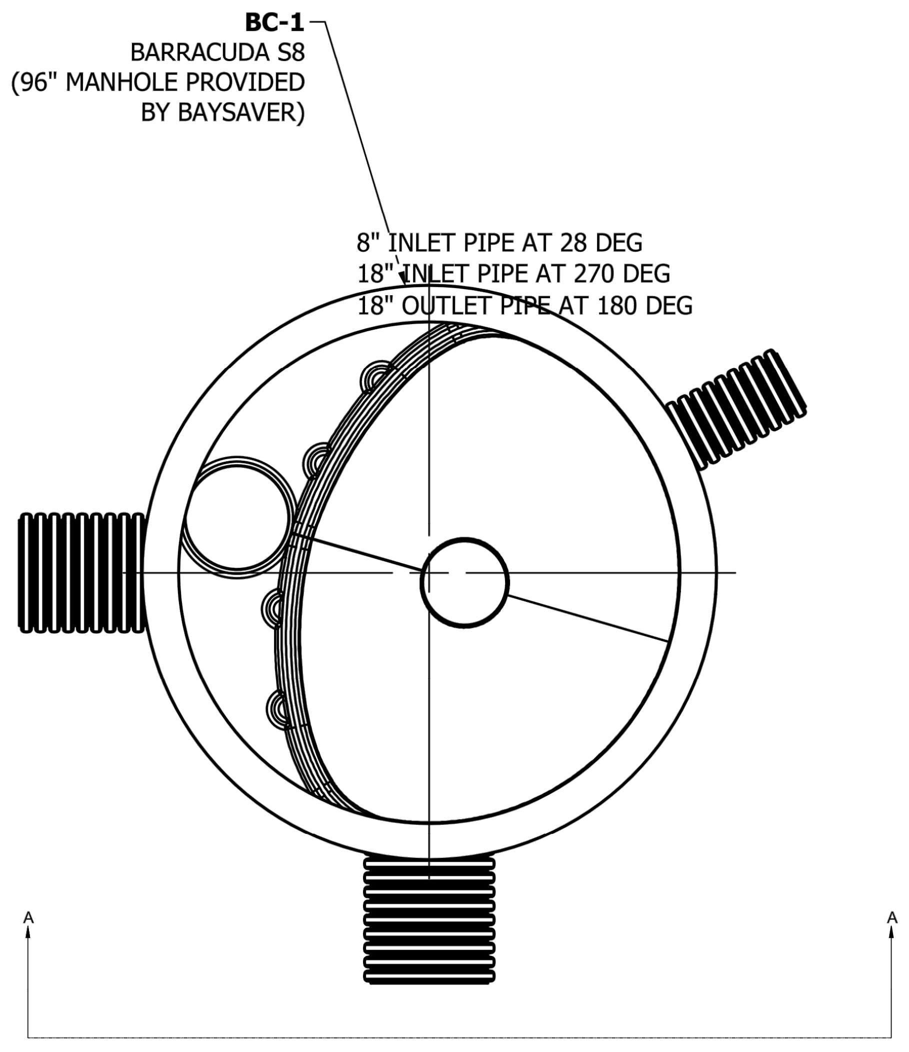
- THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.
- THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PARTY TESTING USING OK-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH d/50=75 MICRON AND 200 MG/L INFLUENT CONCENTRATION.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER CURRENT NJDEP/NJCAT HDS PROTOCOL.

BARRACUDA S8	
UNIT ID	S8
PEAK FLOW RATE CFS	N/A
TREATMENT FLOW RATE CFS	4.48

*TREATMENT FLOW RATE PER NJDEP



SECTION VIEW A-A
SCALE: N.T.S.



TREATMENT MH 06 DETAIL

SITE SPECIFIC PLAN VIEW
SCALE 1:27

SUNSET TOWN CENTER - MH 06 - REV 08/09/2021
SUNSET_TH
11:24:20 PM

DATE:
DRAWN:
PROJECT #:
CHECKED:

1030 Deer Hollow Drive
Mount Airy, MD 21771
1-800-BAYSAVER
1-800-229-7283

ADS ADVANCED DRAINAGE SYSTEMS, INC.
4640 TRUEMAN BLVD
HILLIARD, OH 43026

SCALE: AS NOTED

SHEET: 1 OF 1

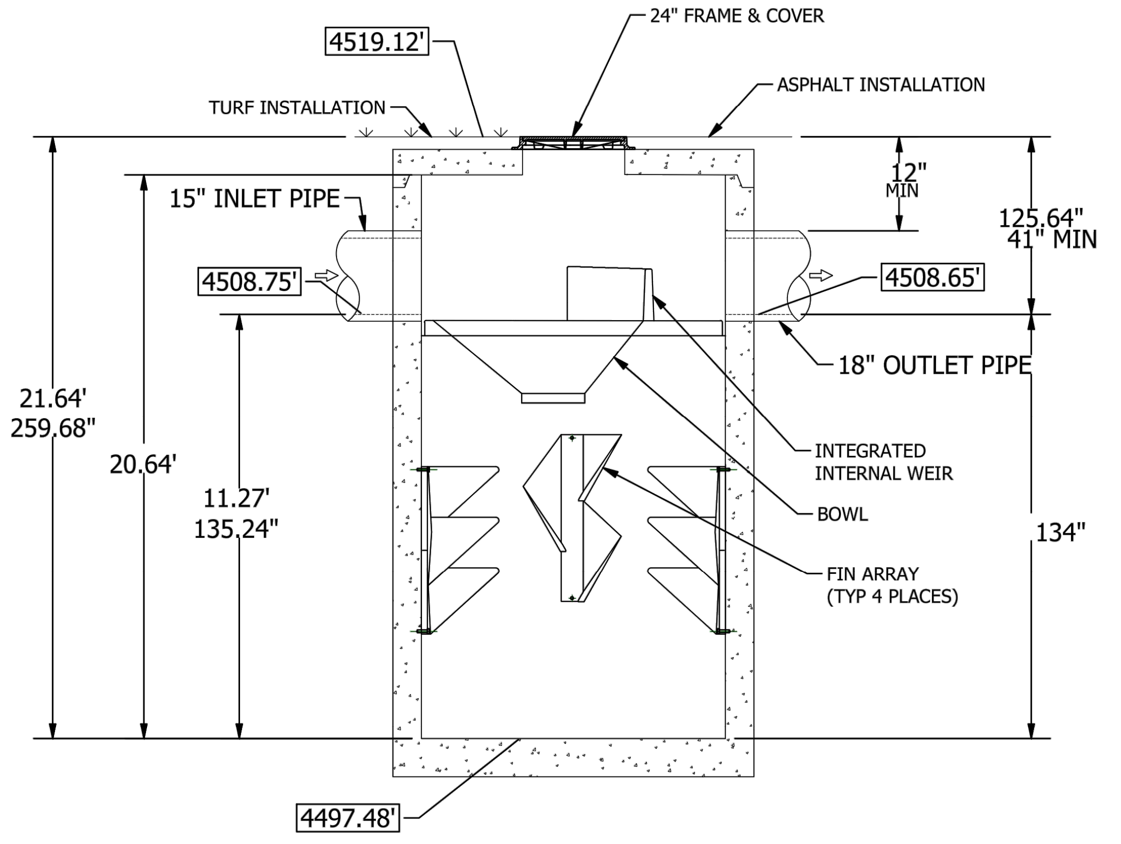
THIS DRAWING HAS BEEN PREPARED BASED ON INFORMATION PROVIDED TO ADS UNDER THE DIRECTION OF THE SITE DESIGN ENGINEER OR OTHER PROJECT REPRESENTATIVE. THE SITE DESIGN ENGINEER SHALL REVIEW THIS DRAWING PRIOR TO CONSTRUCTION. IT IS THE ULTIMATE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCT(S) DEPICTED AND ALL ASSOCIATED DETAILS MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

PRODUCT SPECIFICATIONS

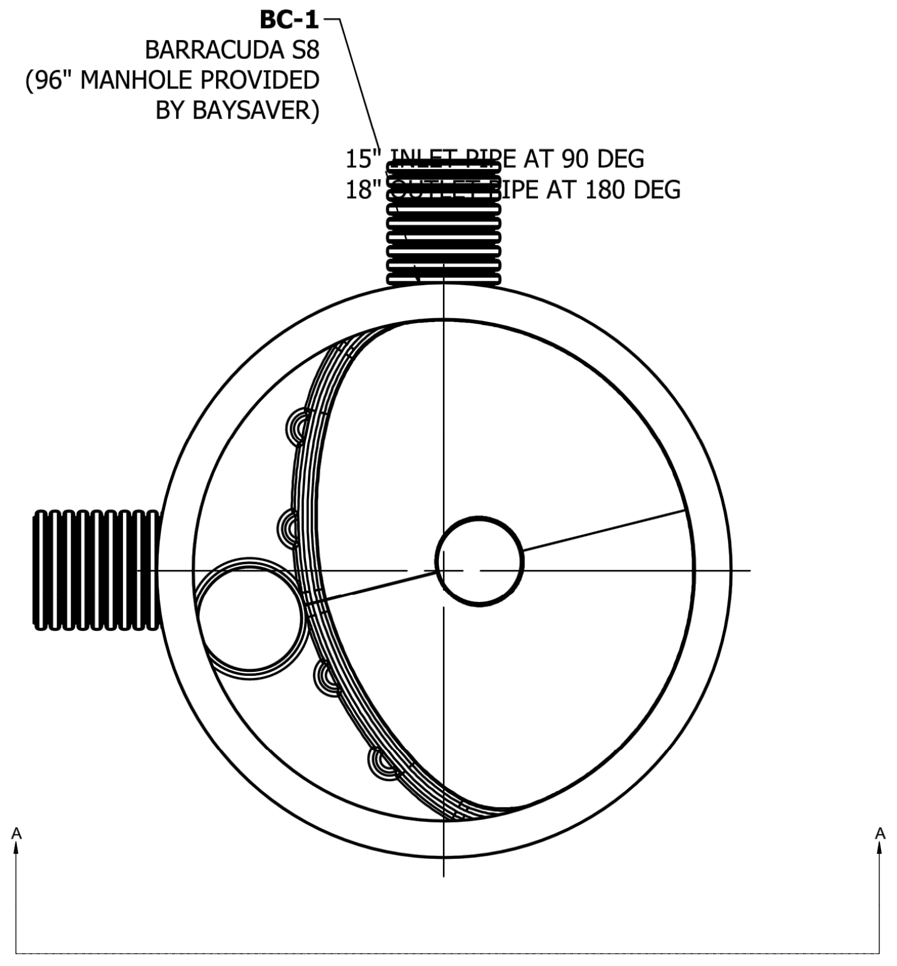
- THE STORMWATER TREATMENT UNIT SHALL BE AN INLINE UNIT CAPABLE OF CONVEYING 100% OF THE DESIGN PEAK FLOW. IF PEAK FLOW RATES EXCEED MAXIMUM HYDRAULIC RATE, THE UNIT SHALL BE INSTALLED OFFLINE.
- THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 80% OF THE SUSPENDED SOLIDS ON AN ANNUAL AGGREGATE REMOVAL BASIS. SAID REMOVAL SHALL BE BASED ON FULL-SCALE THIRD PARTY TESTING USING OK-110 MEDIA GRADATION OR EQUIVALENT AND 300 mg/L INFLUENT CONCENTRATION. SAID FULL SCALE TESTING SHALL HAVE INCLUDED SEDIMENT CAPTURE BASED ON ACTUAL TOTAL MASS COLLECTED BY THE STORMWATER TREATMENT UNIT.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS USING A MEDIA MIX WITH d/50=75 MICRON AND 200 MG/L INFLUENT CONCENTRATION.
  -OR -
  THE BARRACUDA UNIT SHALL BE DESIGNED TO REMOVE AT LEAST 50% OF TSS PER CURRENT NJDEP/NJCAT HDS PROTOCOL.

BARRACUDA S8	
UNIT ID	S8
PEAK FLOW RATE CFS	N/A
TREATMENT FLOW RATE CFS	4.48

*TREATMENT FLOW RATE PER NJDEP



SECTION VIEW A-A
SCALE: N.T.S.



TREATMENT MH 09 DETAIL

SITE SPECIFIC PLAN VIEW
SCALE 1:27

SUNSET TOWN CENTER - MH 09 - REV 08/09/2021
SUNSET_TH
11:30:33 PM

DATE:
DRAWN:
PROJECT #:
CHECKED:

1030 Deer Hollow Drive
Mount Airy, MD 21771
1-800-BAYSAVER
1-800-229-7283

ADS ADVANCED DRAINAGE SYSTEMS, INC.
4640 TRUEMAN BLVD
HILLIARD, OH 43026

SCALE: AS NOTED

SHEET: 1 OF 1

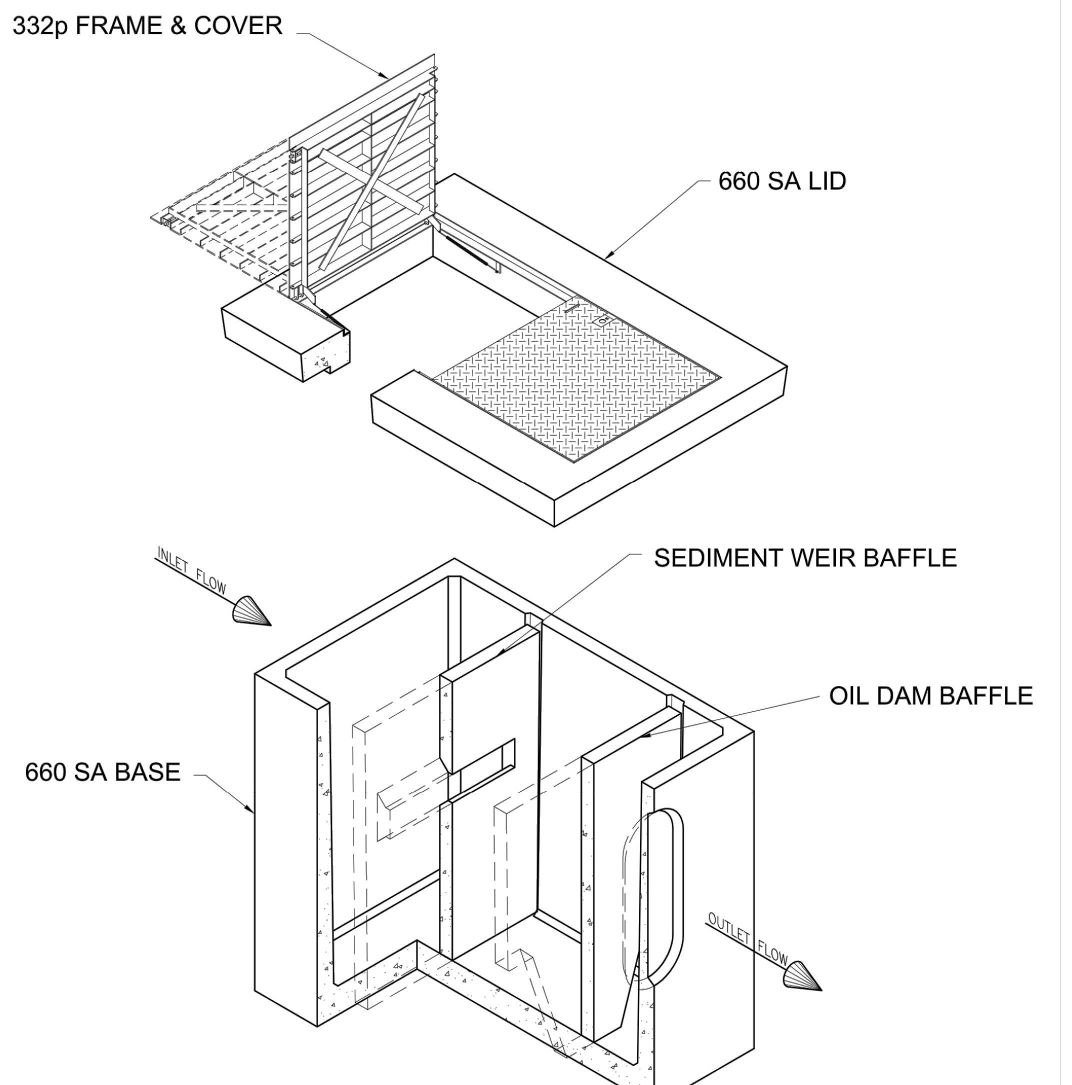
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---

660 SA

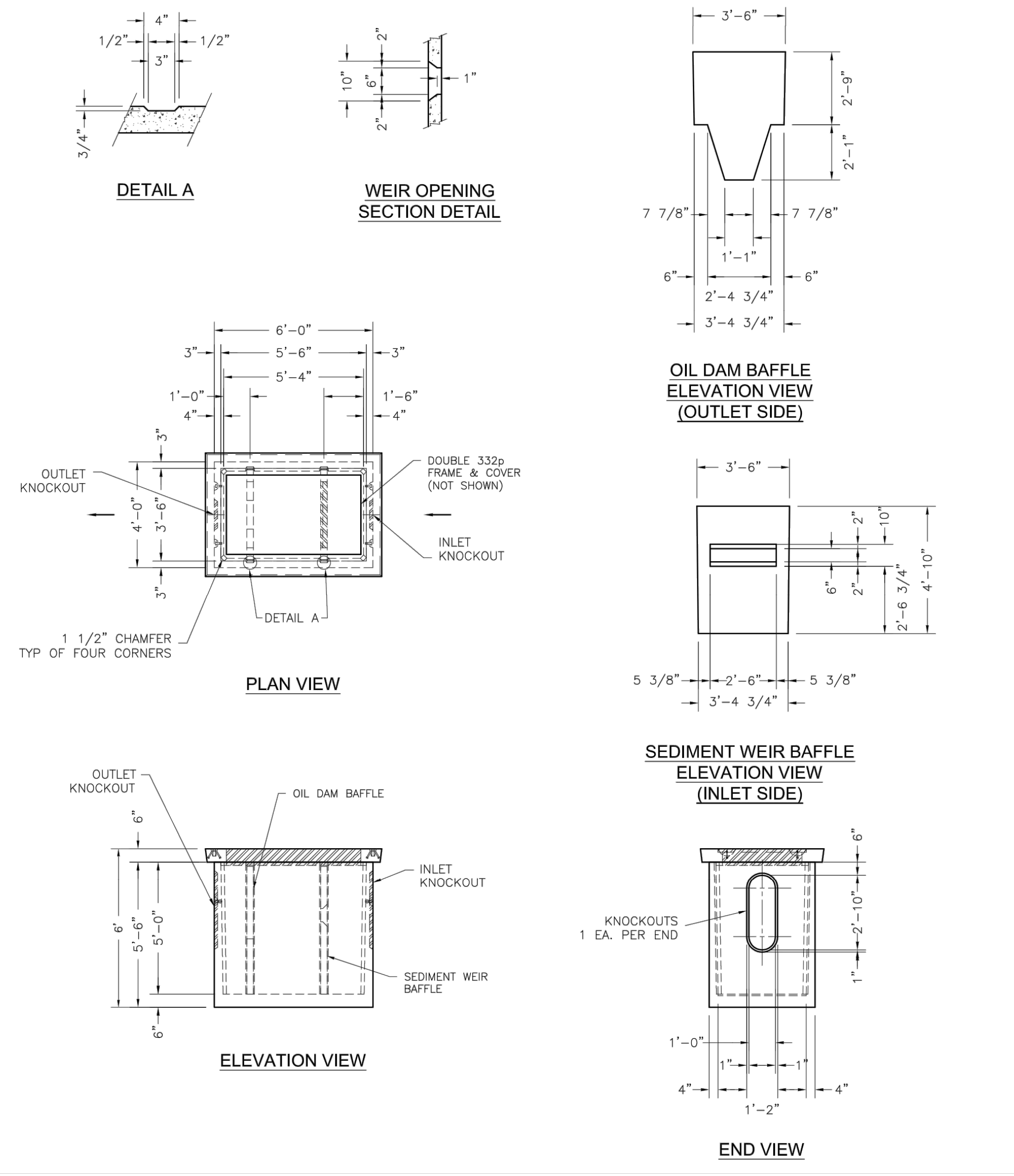
660 SA Oil / Water Separator
575 Gallon

Oldcastle Precast®



SECTION	WEIGHT
FRAME & COVER	332 #
LID	992 #
WEIR	624 #
DAM	490 #
BASE	5,362 #
TOTAL WEIGHT	7,800 #

NOTES:
1. Vault design complies with ASTM C-857 and C-858 with less than 2' of earth cover and an AASHTO HS-20 loading.
2. 575 Gallon capacity is at a 4' water depth.
3. Contractor to grout baffles in place.
4. Contractor to fill all lift insert recesses with grout prior to backfill.
5. Contractor must fill the Separator unit with clean water before it is put into service.
6. Lifting insert type and location may change without notice.



Oldcastle Precast
801 West 12th Street
Ogden, Utah 84404

Phone: (801) 399-1171
Fax: (801) 392-7849

For more information about our products, please visit
oldcastleprecast.com

oldcastleprecast.com

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Phone 801.298.2236
www.Entellus.com

DEVELOPER

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CONTACT: JOSEPH COOK
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801-330-7713
sunsetbuilders11@gmail.com

No. 375153
Leland K. Martineau
9-13-21

SUNSET TOWNE CENTER

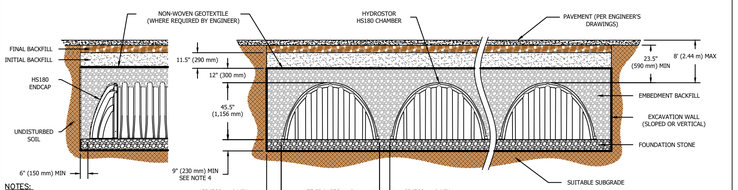
325 WEST 1300 NORTH
PARCEL # 140690049 AND PARCEL # 140690052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001

DETAILS 1920001.dwg

C940

TREATMENT MANHOLE DETAILS



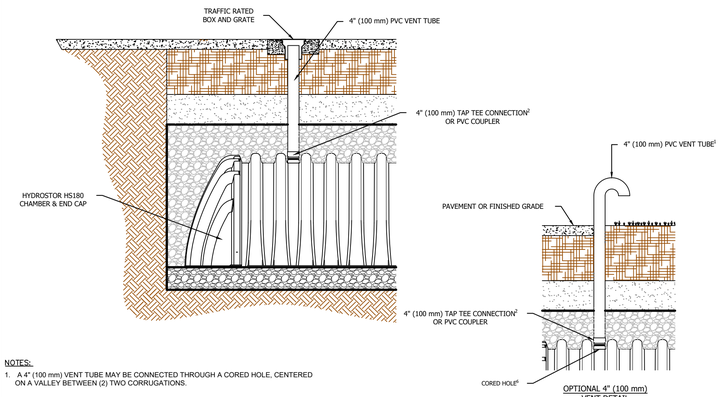
NOTES:

1. HYDROSTOR HS180 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418. HS180 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION GUIDELINES.
2. SUBGRADE: TRENCH BOTTOMS WITH UNSTABLE OR UNYIELDING MATERIAL SHALL BE EXCAVATED TO A DEPTH DIRECTED BY THE ENGINEER AND REPLACED WITH SUITABLE MATERIAL. FOR UNSTABLE MATERIALS, GEOTEXTILE MAY BE USED TO STABILIZE THE TRENCH BOTTOM, IF DIRECTED BY THE ENGINEER. THE DESIGN ENGINEER IS RESPONSIBLE FOR VERIFYING SUBGRADE SUITABILITY.
3. GEOTEXTILE: A 4 oz/yd^2 (136 g/m^2) OR HEAVIER NON-WOVEN GEOTEXTILE FILTER FABRIC SHOULD BE USED FOR EMBEDMENT BACKFILL MATERIAL SIZED 3/4 – 1 1/2 INCH (19 – 38 mm). A 6 oz/yd^2 (203 g/m^2) NON-WOVEN GEOTEXTILE FILTER FABRIC SHOULD BE USED FOR EMBEDMENT BACKFILL MATERIAL SIZED 1 1/2 – 2 INCH (38 – 51 mm). GEOTEXTILE FILTER FABRIC IS PLACED AROUND THE SYSTEM TO PREVENT NATIVE SOIL FROM MIGRATING INTO THE EMBEDMENT BACKFILL MATERIAL. TO ENSURE FABRIC IS SUITABLE WITH IN SITU SOILS, A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED.
4. FOUNDATION STONE: SUITABLE MATERIAL SHALL BE A 3/4 – 2 INCH (19 – 51 mm), WASHED, CRUSHED ANGULAR STONE, OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57) WITH WASHED, CRUSHED, ANGULAR STONE ADDED TO THE GRADATION, e.g., WASHED, CRUSHED, ANGULAR #3 (AASHTO M43) STONE. MINIMUM FOUNDATION STONE THICKNESS TO BE DETERMINED BY DESIGN ENGINEER. MINIMUM OF 9" (230 mm) RECOMMENDED. REFER TO PRINSCO DESIGN MANUAL FOR ADDITIONAL GUIDANCE. COMPACTION SHOULD BE DONE IN LIFTS OF NO MORE THAN 9 INCHES (230 mm) TO A DENSITY OF 95% STANDARD PROCTOR DENSITY.
5. EMBEDMENT BACKFILL: SUITABLE MATERIAL SHALL BE A 3/4 – 2 INCH (19 – 51 mm), WASHED, CRUSHED ANGULAR STONE, OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57) WITH WASHED, CRUSHED, ANGULAR STONE ADDED TO THE GRADATION, e.g., WASHED, CRUSHED, ANGULAR #3 (AASHTO M43) STONE. EMBEDMENT BACKFILL SHALL EXTEND FROM TOP OF BEDDING TO NOT LESS THAN 12 INCHES (300 mm) ABOVE THE TOP OF THE CHAMBER. NO COMPACTION IS REQUIRED BUT AN EFFORT SHOULD BE MADE TO HAND KNIFE STONE IN BETWEEN ALL CORRUGATIONS.
6. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE A GRANULAR, WELL GRADED SOIL WITH LESS THAN 35% FINES OR AASHTO M43 SIZES (3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10). MOST PAVEMENT SUBBASE MATERIALS FALL WITHIN THIS GRADING CRITERIA. INITIAL BACKFILL SHALL EXTEND FROM TOP OF EMBEDMENT BACKFILL TO NOT LESS THAN 23.5 INCHES (590 mm) ABOVE THE TOP OF THE CHAMBER. COMPACT TO A MINIMUM OF 95% STANDARD PROCTOR DENSITY.
7. FINAL BACKFILL: SUITABLE MATERIALS SHALL BE ANY SOIL DIRECTED BY THE ENGINEER. FINAL BACKFILL SHALL EXTEND FROM TOP OF INITIAL BACKFILL TO NO MORE THAN 8 FEET (2.44 m) ABOVE THE TOP OF THE CHAMBER. COMPACTION LEVELS SHOULD FOLLOW ENGINEERS RECOMMENDATIONS.
8. MINIMUM COVER: FOR TRAFFIC APPLICATIONS A MINIMUM COVER OF 23.5 INCHES (590 mm) IS REQUIRED, MEASURED FROM THE TOP OF THE CHAMBER TO THE BOTTOM OF THE FLEXIBLE PAVEMENT. FOR UNPAVED INSTALLATIONS WHERE RUTTING MAY OCCUR, INCREASE COVER TO 30 INCHES (750 mm) FOR H–20 LOADING. ADDITIONAL COVER MAY BE REQUIRED FOR CONSTRUCTION LOADS.
9. MAXIMUM COVER: A COVER HEIGHT OF OVER 8 FEET (2.44 m) IS NOT RECOMMENDED. COVER HEIGHT IS MEASURED FROM THE TOP OF THE CHAMBER TO THE TOP OF THE PAVEMENT.
10. LOAD RATING: HS180 CHAMBERS ARE TRAFFIC RATED FOR H–20 VEHICLES WITH ADDITIONAL CONSIDERATION FOR LANE LOADING, COMMONLY REFERRED TO AS HL–93 LOAD RATING (AASHTO DESIGN TRUCK).

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TITLE: HYDROSTOR HS180 - CROSS SECTION
DRAWN BY: ARB | DATE: 02-Jun-17 | DRAWING NUMBER: D-7-200A
SCALE: NTS | SHEET: 1 OF 1 | REV:



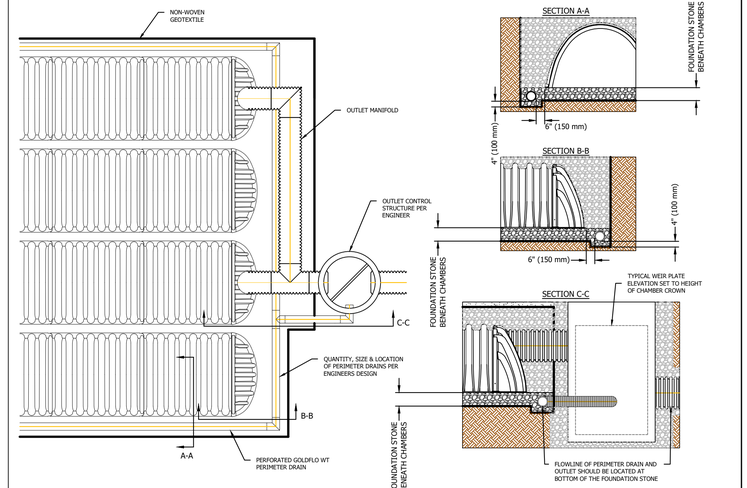
NOTES:

1. A 4" (100 mm) VENT TUBE MAY BE CONNECTED THROUGH A CORED HOLE, CENTERED ON A VALLEY BETWEEN (2) TWO CORRUGATIONS.
2. TAP TEE CONNECTION MAY CONSIST OF QWICKSEAL, INSERTA TEE OR APPROVED EQUAL.
3. ALL PVC FITTINGS TO BE SOLVENT CEMENTED.
4. PVC MAY BE EITHER SDR 35 or SCH 40.
5. PVC PIPE MAY BE SOLID OR PERFORATED PER ENGINEER.
6. CORE HOLE SIZE AS FOLLOWS: 4" (100 mm) CUT TO 5" (125 mm)

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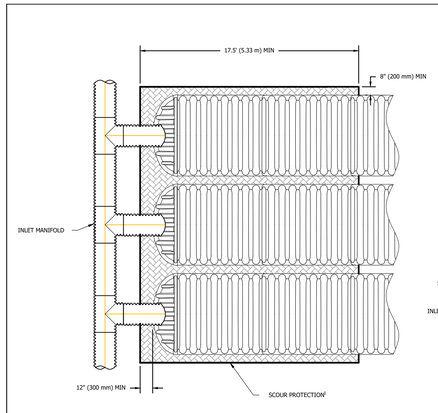
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DRAWN BY: ARB | DATE: 02-Jun-17 | DRAWING NUMBER: D-7-208
SCALE: NTS | SHEET: 1 OF 1 | REV:

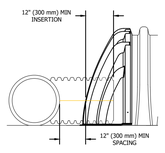


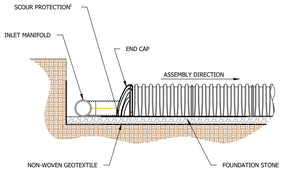
THIS DETAIL DEPICTS RECOMMENDED INSTALLATION PRACTICES AND IS NOT INTENDED TO SUPERSEDE ANY NATIONAL, STATE OR LOCAL SPECIFICATIONS. PRINSCO BEARS NO RESPONSIBILITY FOR ANY ALTERATIONS, REVISION AND/OR DEVIATION FROM THIS STANDARD DETAIL. PRINSCO HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICE FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION TO VERIFY SUITABILITY. © PRINSCO, INC.

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TITLE: HYDROSTOR HS180 - PERIMETER DRAIN
DRAWN BY: ARB | DATE: 02-Jun-17 | DRAWING NUMBER: D-7-206
SCALE: NTS | SHEET: 1 OF 1 | REV:







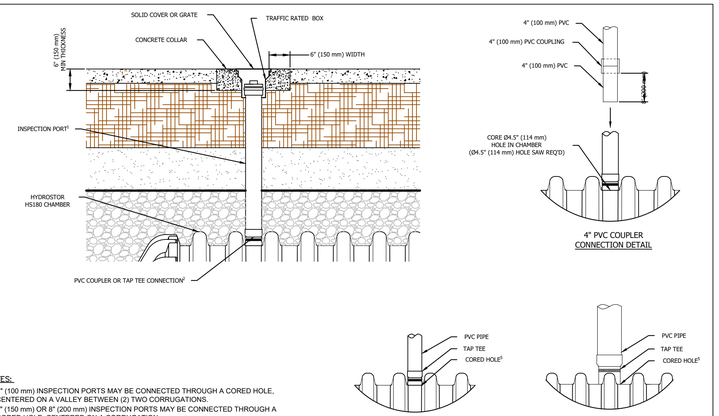
NOTES:

1. SCOUR PROTECTION SHOULD USE A MIN 6 oz/yd^2 (203 g/m^2) WOVEN GEOTEXTILE.
   GEOTEXTILE SHOULD MEET AASHTO M288 CLASS 1 SPECIFICATION.
2. SCOUR PROTECTION IS ONLY NEEDED WITH CHAMBER ROWS CONNECTED TO THE INLET MANIFOLD.

THIS DETAIL DEPICTS RECOMMENDED INSTALLATION PRACTICES AND IS NOT INTENDED TO SUPERSEDE ANY NATIONAL, STATE OR LOCAL SPECIFICATIONS. PRINSCO BEARS NO RESPONSIBILITY FOR ANY ALTERATIONS, REVISION AND/OR DEVIATION FROM THIS STANDARD DETAIL. PRINSCO HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICE FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION TO VERIFY SUITABILITY. © PRINSCO, INC.

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TITLE: HYDROSTOR HS180 - SCOUR PROTECTION
DRAWN BY: ARB | DATE: 02-Jun-17 | DRAWING NUMBER: D-7-207
SCALE: NTS | SHEET: 1 OF 1 | REV:



NOTES:

1. 4" (100 mm) INSPECTION PORTS MAY BE CONNECTED THROUGH A CORED HOLE, CENTERED ON A VALLEY BETWEEN (2) TWO CORRUGATIONS.
   6" (150 mm) OR 8" (200 mm) INSPECTION PORTS MAY BE CONNECTED THROUGH A CORED HOLE, CENTERED ON A CORRUGATION.
2. TAP TEE CONNECTION CAN CONSIST OF QWICKSEAL, INSERTA TEE OR APPROVED ENGINEERING EQUIVALENT.
3. ALL PVC FITTINGS TO BE SOLVENT CEMENTED.
4. PVC MAY BE EITHER SDR 35 OR SCH 40
5. CORED HOLE SIZES AS FOLLOWS: 4" (100 mm) CUT TO 5" (125 mm);
   6" (150 mm) CUT TO 7" (180 mm); 8" (200 mm) CUT TO 9" (230 mm)

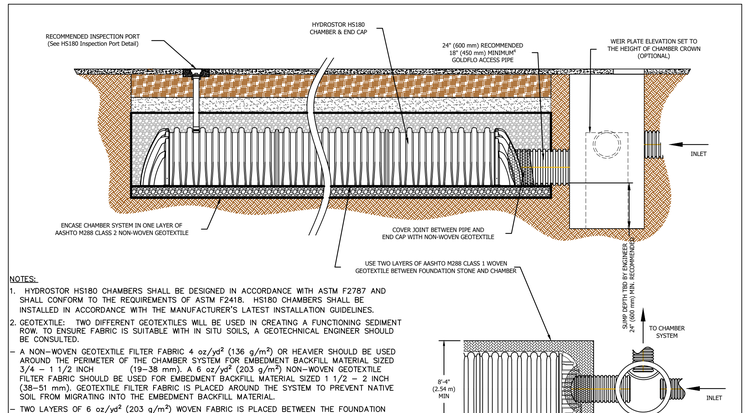
4" (100 mm) TAP TEE
CONNECTION DETAIL
(SEE NOTE 1)

6" (150 mm) & 8" (200 mm) TAP
TEE
CONNECTION DETAIL
(SEE NOTE 1)

THIS DETAIL DEPICTS RECOMMENDED INSTALLATION PRACTICES AND IS NOT INTENDED TO SUPERSEDE ANY NATIONAL, STATE OR LOCAL SPECIFICATIONS. PRINSCO BEARS NO RESPONSIBILITY FOR ANY ALTERATIONS, REVISION AND/OR DEVIATION FROM THIS STANDARD DETAIL. PRINSCO HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICE FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION TO VERIFY SUITABILITY. © PRINSCO, INC.

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TITLE: HYDROSTOR HS180 - INSPECTION PORT
DRAWN BY: ARB | DATE: 02-Jun-17 | DRAWING NUMBER: D-7-203
SCALE: NTS | SHEET: 1 OF 1 | REV:



NOTES:

1. HYDROSTOR HS180 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418. HS180 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S LATEST INSTALLATION GUIDELINES.
2. GEOTEXTILE: TWO DIFFERENT GEOTEXTILES WILL BE USED IN CREATING A FUNCTIONING SEDIMENT ROW. TO ENSURE FABRIC IS SUITABLE WITH IN SITU SOILS, A GEOTECHNICAL ENGINEER SHOULD BE CONSULTED.
   – A NON–WOVEN GEOTEXTILE FILTER FABRIC 4 oz/yd^2 (136 g/m^2) OR HEAVIER SHOULD BE USED AROUND THE PERIMETER OF THE CHAMBER SYSTEM FOR EMBEDMENT BACKFILL MATERIAL SIZED 3/4 – 1 1/2 INCH (19–38 mm). A 6 oz/yd^2 (203 g/m^2) NON–WOVEN GEOTEXTILE FILTER FABRIC SHOULD BE USED FOR EMBEDMENT BACKFILL MATERIAL SIZED 1 1/2 – 2 INCH (38–51 mm). GEOTEXTILE FILTER FABRIC IS PLACED AROUND THE SYSTEM TO PREVENT NATIVE SOIL FROM MIGRATING INTO THE EMBEDMENT BACKFILL MATERIAL.
   – TWO LAYERS OF 6 oz/yd^2 (203 g/m^2) WOVEN FABRIC IS PLACED BETWEEN THE FOUNDATION AND THE CHAMBER FOR THE CREATION OF THE SEDIMENT ROW. THE TWO LAYERS PROVIDE A PROTECTIVE BARRIER FOR THE EMBEDMENT BACKFILL BUT STILL ALLOW WATER TO INFILTRATE INTO THE SYSTEM. THE WOVEN GEOTEXTILE IS DURABLE ENOUGH TO ALLOW JETTING TO CLEAN THE SEDIMENT ROW.
3. INSPECTION AND MAINTENANCE: INSPECTION OF THE SYSTEM SHOULD OCCUR BIANNUALLY TO ENSURE LARGE AMOUNTS OF SEDIMENT OR DEBRIS HAVE NOT BEEN DEPOSITED IN THE SEDIMENT ROW. DURING THE FIRST YEAR INSPECTION SHOULD OCCUR MORE FREQUENTLY DUE TO CONSTRUCTION SEDIMENT LOADING. TO CLEAN THE SYSTEM, A JET/VAC PROCESS CAN BE USED TO REMOVE SEDIMENT AND DEBRIS FROM THE SEDIMENT ROW. FOR MORE INFORMATION, REFER TO PRINSCO'S "RETENTION/DETENTION CLEANING AND MAINTENANCE" TECHNICAL NOTE.
4. ACCESS PIPE: PRINSCO RECOMMENDS A 24 INCH (600 mm) DIAMETER ACCESS PIPE TO THE SEDIMENT ROW. CONTACT YOUR LOCAL SALES REPRESENTATIVE WITH ANY QUESTIONS.

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TITLE: HYDROSTOR HS180 - SEDIMENT ROW
DRAWN BY: ARB | DATE: 02-Jun-17 | DRAWING NUMBER: D-7-202
SCALE: NTS | SHEET: 1 OF 1 | REV:

Entellus
1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
435-901-1300
sunsetbuilders11@gmail.com

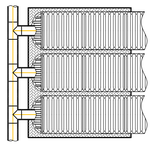
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

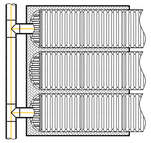
325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

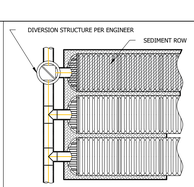
C950
HYDROSTOR DETAILS



INLET MANIFOLD WITH STUBS INTO END CAP OF EACH STORM CHAMBER ROW.



INLET MANIFOLD WITH STUBS INTO END CAP OF ALTERNATING STORM CHAMBER ROWS.



DIVERSION STRUCTURE PER ENGINEER TO DIRECT INITIAL/ LOW FLOW TO SEDIMENT ROW AHEAD OF INLET MANIFOLD.

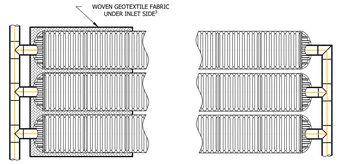
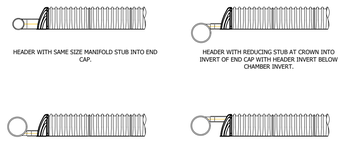


FIGURE 4. INLET MANIFOLD ON THE LEFT SIDE AND OUTLET MANIFOLD ON THE RIGHT SIDE.



HEADER WITH SAME SIZE MANIFOLD STUB INTO END CAP.

HEADER WITH REDUCING STUB AT CROWN INTO INVERT OF END CAP WITH HEADER INVERT BELOW CHAMBER INVERT.

HEADER WITH REDUCING STUB AT FLOWLINE INTO END CAP.

HEADER WITH REDUCING STUB AT CROWN INTO TOP OF END CAP WITH HEADER INVERT AT OR BELOW STUB INVERT.

NOTES:
1. THERE ARE MANY INLET HEADER AND OUTLET HEADER POSSIBILITIES. THE CONFIGURATIONS SHOWN ON THIS DRAWING ARE JUST A FEW OF THE OPTIONS.
2. INLET AND OUTLET MANIFOLDS SHALL BE INSERTED AT LEAST 12" (300 mm) INTO CHAMBER END CAPS. MANIFOLD HEADERS SHALL BE AT LEAST 12" (300 mm) FROM THE BASE OF THE END CAPS.
3. PRINSCO RECOMMENDS A SCOUR CONTROL MEASURE AT INLETS SUCH AS A WOVEN GEOTEXTILE FABRIC TO PROTECT FOUNDATION STONE. REFER TO PRINSCO'S SCOUR PROTECTION DETAIL.

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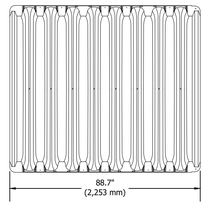
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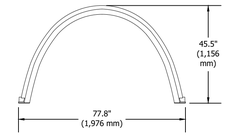
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WILLMAR, MN 56201
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TITLE:	HYDROSTOR CHAMBER - HEADER CONFIGURATIONS			REV:
DESIGN BY:	ARB	DATE:	02-Jun-17	DRAWING NUMBER:
SCALE:	NTS	SHEET:	1 OF 1	D-7-100

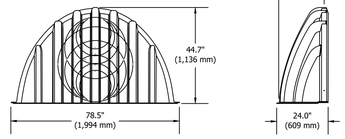
HydroStor™ HS180

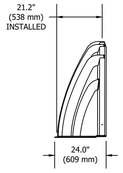
Chamber Specifications	
Chamber Size (L x W x H)	88.7" x 77.8" x 45.5" (2,253 x 1,976 x 1,156 mm)
Installed Length	85.3" (2,167 mm)
Chamber Storage	113.6 ft³ (3.22 m³)
Min. Installed Storage*	180.0 ft³ (5.10 m³)
Weight	127 lbs (57.6 kg)
Chambers / Pallet	19
Approx. Weight / Pallet	2,600 lbs (1,179 kg)





End Cap Specifications	
End Cap Size (L x W x H)	24.0" x 78.5" x 44.7" (609 x 1,994 x 1,136 mm)
Installed Length	21.2" (538 mm)
End Cap Storage	15.3 ft³ (0.43 m³)
Min. Installed Storage*	44.9 ft³ (1.27 m³)
Weight	52 lbs (23.6 kg)





*ASSUMES 12" (300 mm) STONE ABOVE CHAMBERS/END CAPS, 9" (230 mm) OF STONE FOR FOUNDATION STONE, 8" (200 mm) OF STONE BETWEEN CHAMBERS/END CAPS, 6" (150 mm) OF STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

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TITLE:	HYDROSTOR HS180 - SPECIFICATION			REV:
DESIGN BY:	ARB	DATE:	02-Jun-17	DRAWING NUMBER:
SCALE:	NTS	SHEET:	1 OF 1	D-7-201

Entellus
1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-560-3477
sunsetbuilders11@gmail.com

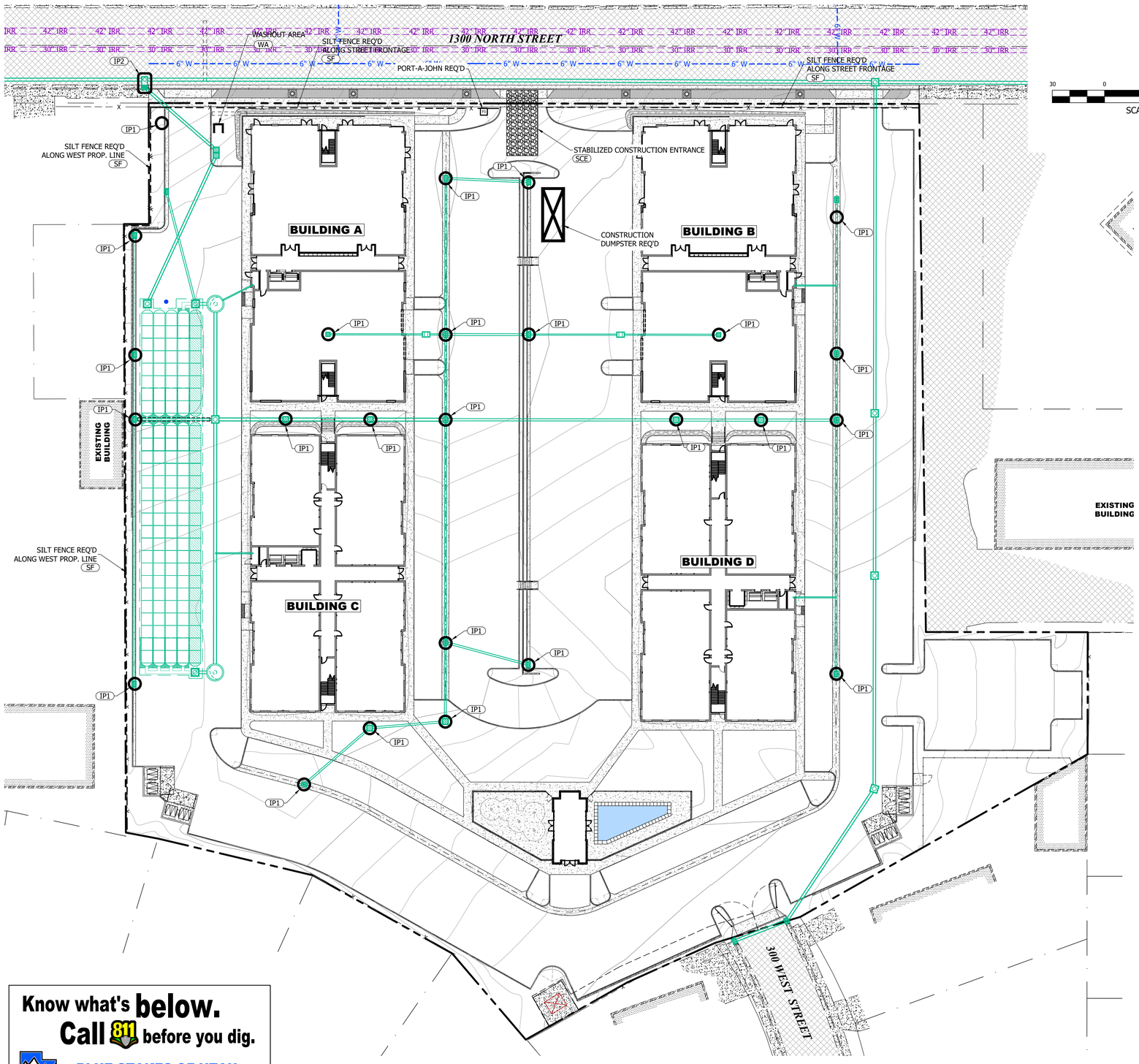
REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

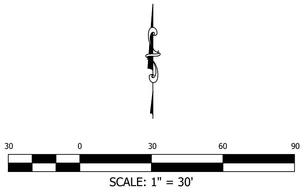
SUNSET TOWNE CENTER

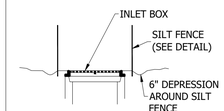
325 WEST 1300 NORTH
PARCEL # 14069049 AND PARCEL # 14069052
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
DETAILS 1920001.dwg	

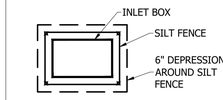
C951
HYDROSTOR DETAILS





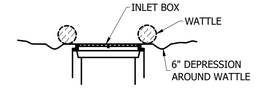


PROFILE VIEW

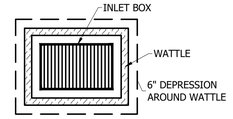


PLAN VIEW

IP1 EC100 INLET PROTECTION
TYPICAL
N.T.S.

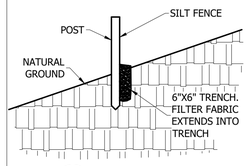


PROFILE VIEW

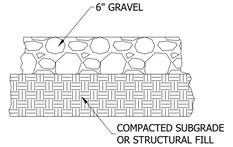


PLAN VIEW

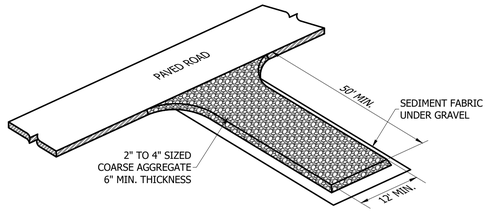
IP2 EC100 INLET PROTECTION
TYPICAL
N.T.S.



SF EC100 SILT FENCE
TYPICAL
N.T.S.



WA EC100 WASHDOWN AREA
TYPICAL
N.T.S.



SCE EC100 STABILIZED CONSTRUCTION ENTRANCE
TYPICAL
N.T.S.

CONSTRUCTION NOTES:

CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.

CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.

CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.

CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.

ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.

ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.

A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 1 WEEK OF PLACING IN THE WASHOUT AREA.

A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEPT DAILY TO REMOVE EXCESS DIRT.

INSPECTION SHALL BE MADE MONTHLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.

CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.

CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

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

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UTILITY NOTIFICATION CENTER, INC.
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Phone 801.298.2236
www.Entellus.com
Entellus

DEVELOPER

1300 DEVELOPERS LLC
CONTACT: JOSEPH COOK
937 YORK DRIVE
NORTH SALT LAKE, UT 84054
801-347-3477
sunsetbuilders11@gmail.com

REGISTERED PROFESSIONAL ENGINEER
No. 375153
Leland K. Martineau
9-13-21
STATE OF UTAH

SUNSET TOWNE CENTER

325 WEST 1300 NORTH
PARCEL # 14069004 9 AND PARCEL # 14069005 2
LOCATED IN THE NE 1/4 OF SECTION 35, T.5 N., R.2 W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	LKM
PROJECT #:	1920001
C600 SHEETS 1920001.dwg	

EC100
EROSION CONTROL PLAN


SUNSET
TOWNE CENTER





2 NORTH ELEVATION
1/8" = 1'-0"



1 WEST ELEVATION
1/8" = 1'-0"





1 EAST ELEVATION
1/8" = 1'-0"



1 GROUND FLOOR PLAN
1" = 30'-0"

ROOM LEGEND

- STUDIO
- 1 BED
- 2 BED
- MAIL
- FIRE RISER ROOM
- JAN.
- LEASING
- COMM.

1st FLOOR NORTH BUILDINGS

UNIT	UNIT/1ST FLOOR	UNITS/BUILDING	TOTAL UNITS	TOTAL SQUARE FEET
COMMERCIAL:	2	1	2	11,894

1st FLOOR SOUTH BUILDINGS

UNIT	UNIT/1ST FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	4	4	8
ONE BEDROOM:	7	7	14
TWO BEDROOM:	2	2	4
TOTAL UNITS 1ST FLOOR			26

2nd - 4th FLOOR ALL BUILDINGS

UNIT	UNIT/FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	5	15	60
ONE BEDROOM:	7	21	84
TWO BEDROOM:	2	6	24
TOTAL UNITS 2nd - 4th FLOOR ALL BUILDINGS			168

5th FLOOR ALL BUILDINGS

UNIT	UNIT/FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	6	6	24
ONE BEDROOM:	7	7	28
TWO BEDROOM:	1	1	4
TOTAL UNITS 5th FLOOR ALL BUILDINGS			56

TOTAL STUDIOS:		92
TOTAL ONE BEDROOMS:		126
TOTAL TWO BEDROOMS:		32
TOTAL RESIDENTIAL UNITS:		**250**
STUDIOS:	92 X 1	92
ONE BEDROOMS:	126 X 1.5	189
TWO BEDROOMS:	32 X 2	64
GUEST STALLS:	250 / 8	32
TOTAL RESIDENTAL PARKING:		377
COMMERCIAL:	2 / 1000 SF	24
TOTAL PARKING STALLS REQUIRED:		**401**
TOTAL PROVIDED:		
TYPICAL PARKING STALLS:		391
MOTORCYCLE STALLS:		10
TOTAL PARKING STALLS PROVIDED:		**401**

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2444 WASHINGTON BLVD. STE 203 | OGDEN, UT 84401

ARCHITECT SEAL

NOT FOR CONSTRUCTION

CONSULTANT SEAL

PROJECT NAME
SUNSET TOWNE CENTER
MIXED-USE
335 WEST 1300 NORTH, SUNSET, UTAH

ISSUED

NO.	DATE	DESCRIPTION
2.	05/29/20	PRESENTATION SET
3.	08/31/20	PRESENTATION SET
4.	03/24/21	SCHEMATIC

REVISION

NO.	DATE	DESCRIPTION

CURRENT ISSUE
SCHEMATIC 06/10/21

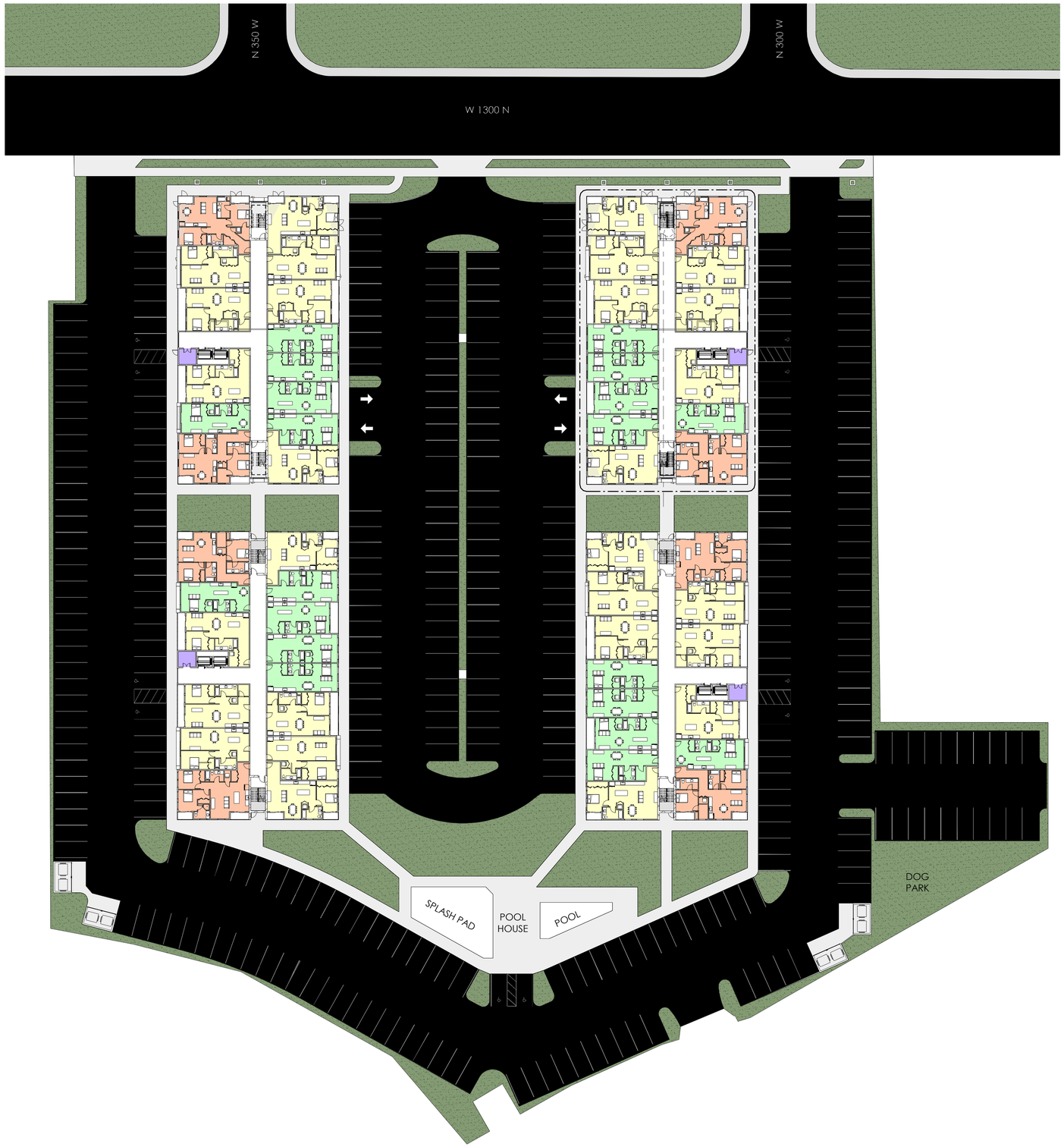
GROUND FLOOR PLAN

CARBON PROJECT NO. 20-1367

SHEET NUMBER
A101
A101

4/1/2021 1:25:07 PM

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1 RESIDENTIAL SITE PLAN
1" = 30'-0"

ROOM LEGEND

- STUDIO
- 1 BED
- 2 BED
- JAN.

1st FLOOR NORTH BUILDINGS

UNIT	UNIT/1ST FLOOR	UNITS/BUILDING	TOTAL UNITS	TOTAL SQUARE FEET
COMMERCIAL:	-	-	-	7,170
STUDIO:	4	-	4	2,200
PRIVATE AMENITIES:	2	-	2	2,262

1st FLOOR SOUTH BUILDINGS

UNIT	UNIT/1ST FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	4	4	8
ONE BEDROOM:	7	7	14
TWO BEDROOM:	2	2	4
TOTAL UNITS 1ST FLOOR			**30**

2nd - 4th FLOOR ALL BUILDINGS

UNIT	UNIT/FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	5	15	60
ONE BEDROOM:	7	21	84
TWO BEDROOM:	2	6	24
TOTAL UNITS 2nd - 4th FLOOR ALL BUILDINGS			**168**

5th FLOOR ALL BUILDINGS

UNIT	UNIT/FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	4	4	16
ONE BEDROOM:	7	7	28
TWO BEDROOM:	1	1	4
TWO BEDROOM SUITE:	1	1	4
TOTAL UNITS 5th FLOOR ALL BUILDINGS			52

TOTAL STUDIOS:	88
TOTAL ONE BEDROOMS:	126
TOTAL TWO B3DROOMS:	32
TOTAL TWO BEDROOM SUITES:	4
TOTAL RESIDENTIAL UNITS:	**250**

STUDIOS:	88 X 1	88
ONE BEDROOMS:	126 X 1.5	189
TWO B3DROOMS:	32 X 2	64
TWO BEDROOM SUITES:	4 X 2	8
GUEST STALLS:	250 / 8	32
TOTAL RESIDENTAL PARKING:		381
COMMERCIAL:	2 / 1000 SF	24
TOTAL PARKING STALLS REQUIRED:		**405**
TOTAL PROVIDED:		
TYPICAL PARKING STALLS:		390
MOTORCYCLE STALLS:		15
TOTAL PARKING STALLS PROVIDED:		**405**

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ARCHITECT SEAL

NOT FOR CONSTRUCTION

CONSULTANT SEAL

PROJECT NAME
SUNSET TOWNE CENTER
MIXED-USE
335 WEST 1300 NORTH, SUNSET, UTAH

ISSUED

NO.	DATE	DESCRIPTION
2.	05/29/20	PRESENTATION SET
3.	08/31/20	PRESENTATION SET
4.	03/24/21	SCHEMATIC

REVISION

NO.	DATE	DESCRIPTION

CURRENT ISSUE
SCHEMATIC 06/10/21

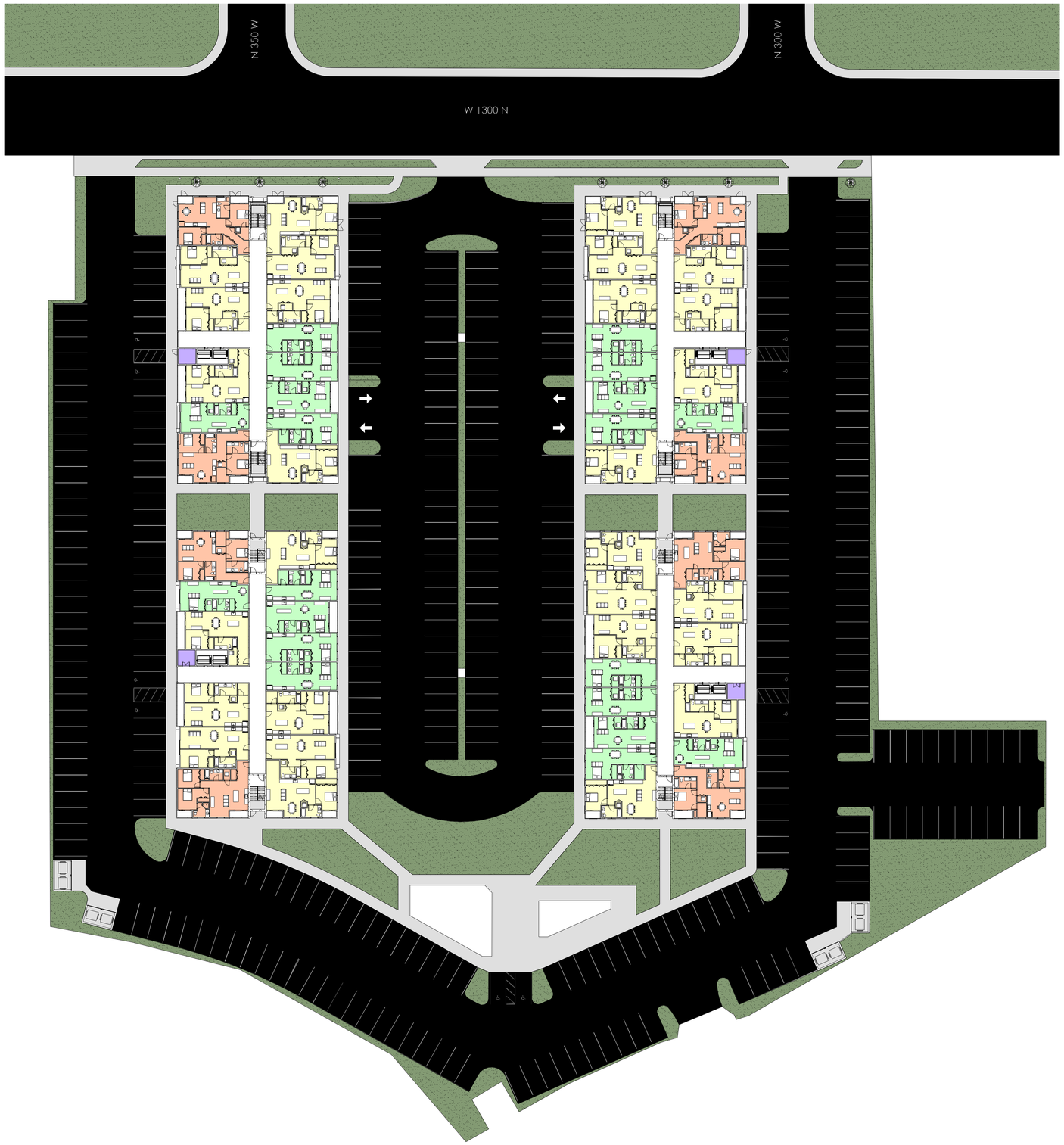
RESIDENTIAL SECOND FLOOR PLAN

CARBON PROJECT NO. 20-1367

SHEET NUMBER
A102
A102

6/17/2021 1:25:23 PM

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1 E. LEVEL 3
1" = 30'-0"

ROOM LEGEND

- STUDIO
- 1 BED
- 2 BED
- JAN.

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335 WEST 1300 NORTH, SUNSET, UTAH

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2.		
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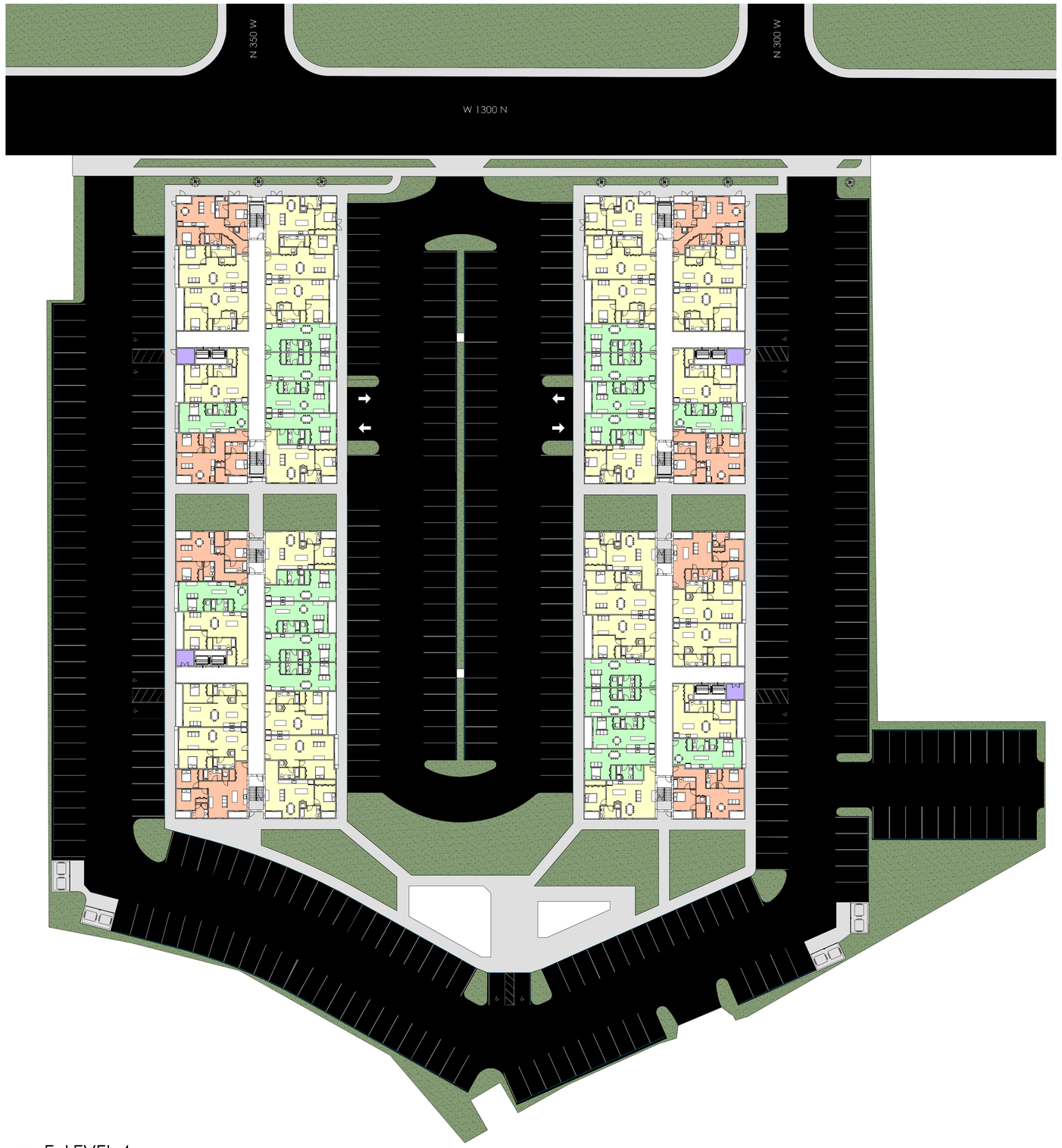
RESIDENTIAL THIRD FLOOR PLAN

CARBON PROJECT NO. 20-1367

SHEET NUMBER
A103
A103

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1 E. LEVEL 4
1" = 30'-0"

ROOM LEGEND

- STUDIO
- 1 BED
- 2 BED
- JAN.

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CONSULTANT SEAL

PROJECT NAME
SUNSET TOWNE CENTER
MIXED-USE
335 WEST 1300 NORTH, SUNSET, UTAH

ISSUED

NO.	DATE	DESCRIPTION
2.	05/29/20	PRESENTATION SET
3.	08/31/20	PRESENTATION SET
4.	03/24/21	SCHEMATIC

REVISION

NO.	DATE	DESCRIPTION

CURRENT ISSUE
SCHEMATIC 06/10/21

RESIDENTIAL FOURTH FLOOR PLAN

CARBON PROJECT NO. 20-1367

SHEET NUMBER
A104
A104

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ROOM LEGEND

- STUDIO
- 1 BED
- 2 BED
- JAN.

5th FLOOR ALL BUILDINGS

UNIT	UNIT/FLOOR	UNITS/BUILDING	TOTAL UNITS
STUDIO:	6	6	24
ONE BEDROOM:	7	7	28
TWO BEDROOM:	1	1	4
TOTAL UNITS 5th FLOOR ALL BUILDINGS			**56**

1 RESIDENTIAL FIFTH FLOOR SITE PLAN
1" = 30'-0"

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ARCHITECT SEAL

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CONSULTANT SEAL

PROJECT NAME
SUNSET TOWNE CENTER
MIXED-USE
335 WEST 1300 NORTH, SUNSET, UTAH

ISSUED

NO.	DATE	DESCRIPTION
2.		
3.		
4.		

REVISION

NO.	DATE	DESCRIPTION

CURRENT ISSUE
PRESENTATION SET 08/31/20

RESIDENTIAL FIFTH FLOOR PLAN

CARBON PROJECT NO. 20-1367

SHEET NUMBER
A105

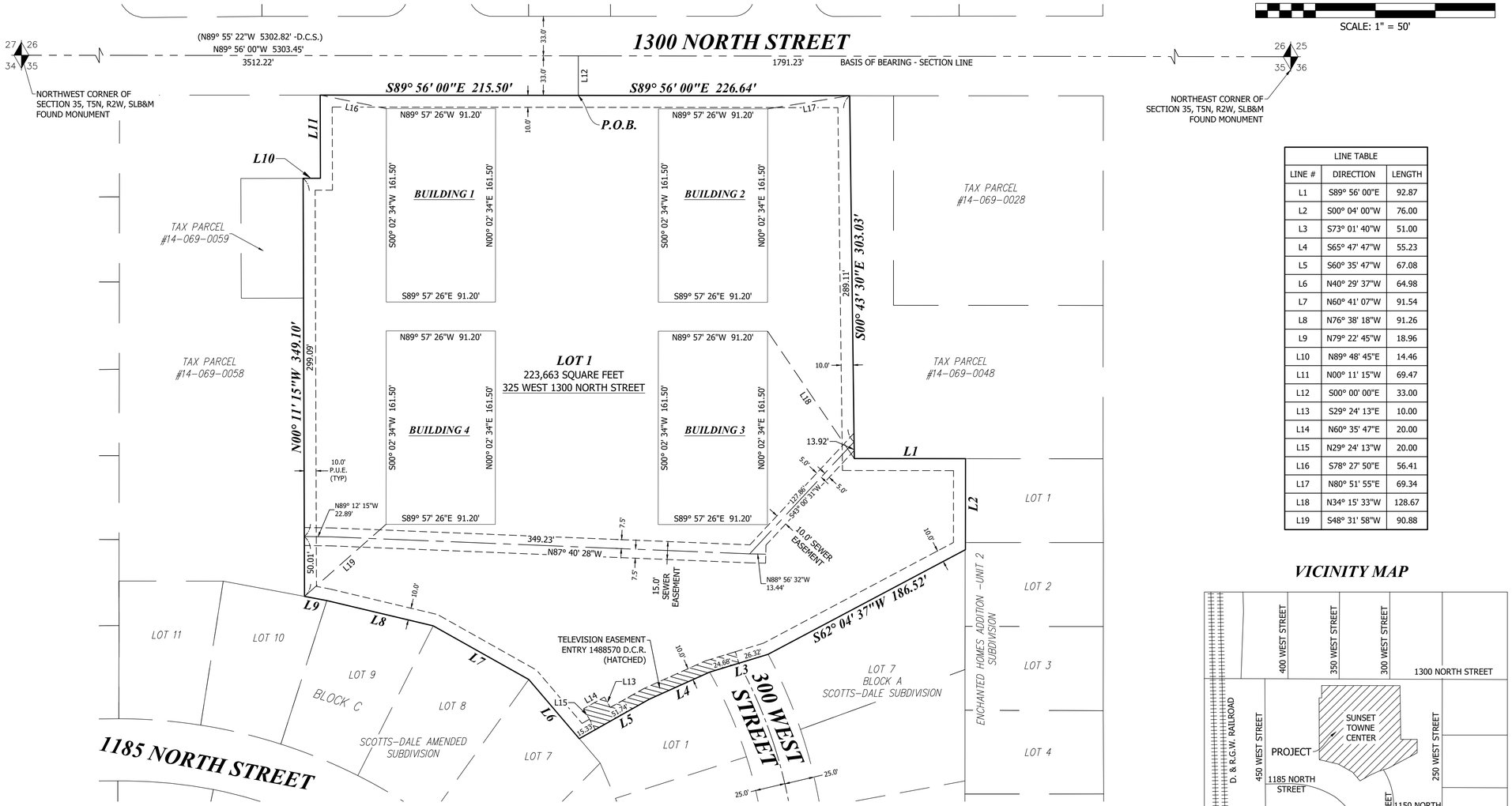
A105

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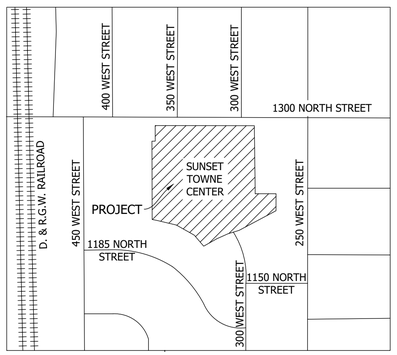
SUNSET TOWNE CENTER SUBDIVISION

PART OF THE LAND REVERTED TO ACREAGE AND THE VACATED STREETS
SHOWN ON THE AMENDED PLAT OF A PORTION OF SCOTTS-DALE SUBDIVISION
LOCATED IN THE NORTHEAST QUARTER OF SECTION 35, T.5N., R.2W., S.L.B.&M.
SUNSET CITY, DAVIS COUNTY, UTAH
APRIL 2021



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89° 56' 00"E	92.87
L2	S00° 04' 00"W	76.00
L3	S73° 01' 40"W	51.00
L4	S65° 47' 47"W	55.23
L5	S60° 35' 47"W	67.08
L6	N40° 29' 37"W	64.98
L7	N60° 41' 07"W	91.54
L8	N76° 38' 18"W	91.26
L9	N79° 22' 45"W	18.96
L10	N89° 48' 45"E	14.46
L11	N00° 11' 15"W	69.47
L12	S00° 00' 00"E	33.00
L13	S29° 24' 13"E	10.00
L14	N60° 35' 47"E	20.00
L15	N29° 24' 13"W	20.00
L16	S78° 27' 50"E	56.41
L17	N80° 51' 55"E	69.34
L18	N34° 15' 33"W	128.67
L19	S48° 31' 58"W	90.88

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND PURSUANT TO SAID TRACT OF LAND HEREAFTER TO BE KNOWN AS SUNSET TOWNE CENTER SUBDIVISION, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AS SHOWN ON THIS PLAT.

FOR REVIEW ONLY

JEREMIAH R CUNNINGHAM, PLS UT#9182497

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 89°56'00" WEST 1791.23 FEET ALONG THE SECTION LINE AND SOUTH 00°00'00" EAST 33.00 FEET TO THE SOUTH LINE OF 1300 NORTH STREET FROM THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, AND RUNNING THENCE SOUTH 89°56'00" EAST 226.64 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°43'30" EAST 303.03 FEET; THENCE SOUTH 89°56'00" EAST 92.87 FEET TO THE WEST LINE OF ENCHANTED HOMES ADDITION-UNIT 2 SUBDIVISION; THENCE SOUTH 0°04'00" WEST 76.00 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SCOTTS-DALE SUBDIVISION; THENCE ALONG SAID NORTH SUBDIVISION LINE SOUTH 62°04'37" WEST 186.52 FEET TO A POINT ON THE EAST LINE OF 300 WEST STREET; THENCE SOUTH 73°01'40" WEST 51.00 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK C, OF THE AMENDED PLAT OF SCOTTS-DALE SUBDIVISION, SAID POINT ALSO THE NORTHEAST CORNER OF THE PROPERTY CONVEYED IN A WARRANTY DEED (ENTRY #3079595, DAVIS COUNTY RECORDER); THENCE SOUTH 65°47'47" WEST 55.23 FEET ALONG SAID CONVEYANCE; THENCE SOUTH 60°35'47" WEST 67.08 FEET ALONG SAID CONVEYANCE TO THE NORTH LINE OF LOT 7 OF SAID AMENDED SUBDIVISION; THENCE ALONG THE NORTH LOT LINES OF LOT 7, LOT 8, LOT 9, AND LOT 10 OF SAID AMENDED SUBDIVISION THE FOLLOWING COURSES: 1) NORTH 40°29'37" WEST 64.98 FEET; 2) NORTH 60°41'07" WEST 91.54 FEET; 3) NORTH 76°38'18" WEST 91.26 FEET; 4) NORTH 79°22'45" WEST 18.96 FEET (18.42 FEET, BY RECORD) TO THE EXTENSION OF THE WEST LINE OF A BUILDING; THENCE NORTH 0°11'15" WEST 349.10 FEET (349.14 FEET, BY RECORD) ALONG THE WEST LINE OF AN EXISTING BUILDING AND BUILDING LINE EXTENDED; THENCE NORTH 89°48'45" EAST 14.46 FEET; THENCE NORTH 0°11'15" WEST 69.47 FEET TO THE SOUTH LINE OF 1300 NORTH STREET; THENCE SOUTH 89°56'00" EAST 215.50 FEET (214.99 FEET, BY RECORD) ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.
CONTAINING 5.135 ACRES.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE CONSOLIDATED INTO A SINGLE LOT, HEREAFTER TO BE KNOWN AS SUNSET TOWNE CENTER SUBDIVISION, DO HEREBY DEDICATE FOR PUBLIC ACCESS ALL EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC ACCESS, AND DO DEDICATE ALL OTHER EASEMENTS SHOWN HEREON AS PUBLIC UTILITY EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.
SIGNED THIS ____ DAY OF _____, 20_____.

JOSEPH M. COOK, MANAGER
1300 DEVELOPMENT, LLC

L.L.C. ACKNOWLEDGMENT

ON THIS _____ DAY OF _____, 2020, THERE PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, JOSEPH M. COOK , WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF THE 1300 DEVELOPMENT, L.L.C., AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____
RESIDENCE: _____
MY COMMISSION EXPIRES: _____

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE PROPERTIES AND RECORD EASEMENTS ON THIS PROPERTY. THE BASIS OF BEARING IS SET ALONG THE SECTION LINE, AS SHOWN. THE PARCEL IS PART OF AN AREA OF THE *SCOTTS-DALE SUBDIVISION* (ENTRY #194349, DAVIS COUNTY RECORDER) THAT WAS "REVERTED TO ACREAGE WITH THE VACATION OF... STREETS", AS DESCRIBED ON THE DEDICATION PLAT FOR THE *AMENDED PLAT OF A PORTION OF SCOTTS-DALE SUBDIVISION* (ENTRY #198157, DAVIS COUNTY RECORDER). THERE WAS NOT A LOT OR BLOCK NUMBER ASSIGNED TO THIS VACATED/REVERTED AREA ON THIS PLAT, AND THIS AREA HAS BEEN SEPARATED INTO MULTIPLE PARCELS SINCE THE 1959 PLAT.

FOR REVIEW ONLY

UTILITY APPROVAL

NORTH DAVIS SEWER IMP. DIST: _____ DATE: _____
DOMINION ENERGY: _____ DATE: _____
CENTURYLINK: _____ DATE: _____
COMCAST: _____ DATE: _____
ROCKY MOUNTAIN POWER: _____ DATE: _____

LEGEND

PROPERTY LINE
ADJACENT PROPERTY
CENTERLINE
TIE TO MONUMENT
SECTION LINE
EASEMENT LINE

GENERAL NOTES:

1. APPROVAL OF THIS SUBDIVISION PLAT BY SUNSET CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUBSURFACE SOIL CONDITIONS OVER THE LOCATION OR DEPTH OF GROUND WATER TABLE.
2. ALL EASEMENTS SHOWN ARE TYPICAL 10 FOOT WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
3. THE STATE PLANE BEARING ALONG THE BASIS OF BEARING IS NORTH 89°35'05" WEST (D.C.S.), CALCULATED USING NAD 1983 STATE PLANE COORDINATES IN THE UTAH NORTH ZONE.
4. THIS IS A SINGLE-LOT SUBDIVISION. BUILDING PADS AND ADDRESSES ARE SHOWN HEREON FOR CONVENIENCE AND DO NOT REPRESENT A SEPARATE OWNERSHIP RIGHT. "LOT 1" REPRESENTS THE WHOLE SUBDIVISION.

DEVELOPER

1300 DEVELOPMENT, LLC
JOSEPH M. COOK
784 PARKWAY DRIVE
NORTH SALT LAKE, UTAH 84054
801-330-7713
SUNSETBUILDERS11@GMAIL.com

Entellus™
1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

PROJECT 1920001 | APR 2021

SUNSET CITY COUNCIL

THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF THIS PLAT ALONG WITH THE DEDICATION OF THE STREETS AND EASEMENTS WERE DULY APPROVED AND ACCEPTED BY THE CITY COUNCIL OF SUNSET CITY, THIS _____ DAY OF _____, 20_____.
MAYOR: _____
ATTEST: _____
CITY RECORDER

SUNSET CITY ENGINEER

THIS IS TO CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE, PREREQUISITE TO CITY ENGINEER'S APPROVAL.
SIGNED THIS _____ DAY OF _____, 20_____.

SUNSET CITY ENGINEER

SUNSET CITY ATTORNEY'S OFFICE

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTIONS AND IN MY OPINION IT CONFORMS WITH THE CITY ORDINANCES THERETO AND NOW IN FORCE AND EFFECT.
SIGNED THIS _____ DAY OF _____, 20_____.

SUNSET CITY ATTORNEY

SUNSET CITY PLANNING COMMISSION

APPROVED BY THE SUNSET CITY PLANNING COMMISSION ON THIS ____ DAY OF _____, 20_____.

SIGNED THIS ____ DAY OF _____, 20_____.

PLANNING COMMISSION CHAIRMAN

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____,_____ FILED FOR RECORD AND RECORDED THIS ____ DAY OF_____, 20____, AT _____ IN BOOK _____ PAGE _____,
COUNTY RECORDER _____.

BY _____
DEPUTY

WHEN RECORDED, RETURN TO:
1300 Development, LLC
PO Box 540395
North Salt Lake, Utah 84054
Attn: Joseph Cook

DECLARATION OF CONDOMINIUM
OF SUNSET TOWN CENTER
CONDOMINIUMS

This Declaration of Condominium, hereinafter referred to as the "Declaration" is made and executed this _____ day of _____, 2020, by **1300 Development, LLC**, a Utah limited liability company, hereinafter referred to as the "Declarant."

RECITALS

A. Description of Land. The Declarant is the owner of the contiguous parcels of land referred to as the "Land," which are located in the City of Sunset, Davis County, State of Utah ("City"), and are more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Buildings and Improvements. The Declarant is planning to construct five (5) residential condominium buildings located on the Land to create a mixed-use commercial and residential condominium development constituting a Condominium Project (the "Project").

C. Intent and Purpose. The Declarant intends, by recording this Declaration and the Map, to submit the Land, the Buildings and all other improvements situated from time to time in or upon the Land to the provisions of the Utah Condominium Ownership Act, as amended, Utah Code Annotated, Section 57-8-1 et seq., as a fee simple Condominium Project and to impose upon said property mutually beneficial covenants, conditions and restrictions under a general plan of improvement for the benefit of all Condominiums within said Condominium Project and the Owners thereof.

NOW, THEREFORE, the Declarant does hereby make the following declaration:

ARTICLE I
DEFINITIONS

1.1 Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.2"Association" shall mean *TBD Condominium Owners Association, Inc*., a Utah nonprofit corporation, organized to be the Association referred to herein.

1.3 "Board of Trustees" or "Board" shall mean the governing board of the Association which constitutes the management committee under the Condominium Act and which shall be appointed or elected in accordance with the Declaration and in accordance with the Articles of Incorporation and Bylaws of the Association.

1.4 "Buildings" shall mean each of five (5) buildings to be constructed on the Land, and any modifications and replacements thereof.

1.5 "Bylaws" mean the Bylaws of the Association, a copy of which are attached hereto and incorporated herein as Exhibit "D".

1.6 "Common Areas" means all real property in the Project owned in common by the Owners including but not limited to the real property and interests in real property submitted hereby, including the entirety of the Land and all Improvements constructed thereon, excluding the individual Units and Limited Common Areas designated as such in the Map. The Common Areas specifically include, without limitation: (a) the Land; (b) the Buildings, including, but not limited to: the footings, foundation,

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demising and bearing walls, columns, girders, beams, supports, roofs, rain gutters and downspouts, overhangs, gables and eves, stairs, stairways, fire escapes, eves, conference rooms and common meeting areas intended for the common use of the Buildings (excluding any Units); (b) paved surfaces, including, without limitation, driveways, private roads, sidewalks, walkways, common parking areas located on the Land; (c) all utility installations and all equipment connected with or in any way related to the furnishing of utilities to the Project and intended for the common use of the Buildings, such as telecommunications, electricity, natural gas, culinary water, storm water drainage, and sanitary sewer; (d) tanks, pumps, motors, fans, compressors, ducts and in general all apparatus, equipment, and installations existing for common use: (e) all landscaping and other flora, including, but not limited to yards, gardens, lawns, shrubs, trees, irrigation systems, etc; (f) fences or walls; (g) garbage dumpsters and enclosures; (h) maintenance sheds and facilities; (i) exterior lighting; and (j) all other parts of the Project normally in common use or necessary or convenient to the use, existence, maintenance, safety, operation or management by the Association for the common benefit of its Members. Notwithstanding the above, utility installations, such as telephone, electricity, gas, water, and sewer, may be dedicated to the City or the utility provider and, if so, this definition shall not be construed to allow the Association to exclude the City and the utility provider from the ownership and control of the utility systems so dedicated.
1.7 "Common Expenses" shall mean all sums which are expended on behalf of the Owners and all sums which are required by the Association to perform or exercise its functions, duties, or rights under the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, any management agreement which may be entered into for the operation of the Project, and such rules and regulations as the Association may from time to time make and adopt.

1.8 "Common Expense Fund" shall mean the fund created or to be created pursuant to the provisions of Article IX of this Declaration and into which all monies of the Association shall be deposited.

1.9 "Common Facilities" shall mean all furniture, furnishings, equipment, facilities and other property (real, personal or mixed) and interests therein at any time leased, acquired, owned or held by the Association for the use and benefit of the Owners and all other property (real, personal or mixed) hereafter purchased in accordance with this Declaration with monies from the Common Expense Fund. Common Facilities shall be deemed to be part of the Common Areas, except to the extent otherwise expressly provided in this Declaration.

1.10 "Condominium" shall mean a Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas appurtenant to such Unit, as set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference.

1.11 "Condominium Act" shall mean the Utah Condominium Ownership Act, Utah Code Annotated (1953), as amended, Section 57-8-1 et seq.

1.12 "Declarant" shall mean *1300 Development, LLC*, a Utah limited liability company, and its successors and assigns.

1.13 "First Mortgagee" shall mean a Mortgagee which has a first mortgage lien on any Condominium in the Project. "Eligible First Mortgagee" shall mean any First Mortgagee who has requested notice of those certain matters referred to in Section 14.1.

1.14 "Limited Common Area" shall mean any physical portion of the Project outside a Unit, the exclusive use of which is appurtenant to and reserved to a particular Unit, to the exclusion of the other Units, as set forth on the Map. Limited Common Area include: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, and exterior windows.

1.15 "Land" shall mean the Land upon which the Project is situated, as more particularly described in Paragraph A of the Recitals above.

1.16 "Manager" shall mean the person, firm or company, if any, designated, from time to time, by the Association to manage, in whole or in part, the affairs of the Association and the Project.

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1.17 “Map” shall mean that certain instrument recorded by Declarant in the office of the Davis County Recorder depicting the Project, a reduced size photocopy of which is attached hereto as Exhibit “C” and incorporated herein by this reference.

1.18 “Mortgage” shall mean any mortgage or deed of trust by which a Condominium or any part thereof is encumbered. “First Mortgage” shall mean any first mortgage or deed of trust by which a Condominium or any part thereof is encumbered.

1.19 “Mortgagee” shall mean (a) any persons or entities named as the mortgagee or beneficiary under any Mortgage or Deed of Trust by which the interest of any Owner is encumbered, or (b) any successor to the interest of such person or entity under such Mortgage or Deed of Trust.

1.20 “Occupant” shall mean any person, including without limitation, an Owner, and any guest, invitee, tenant, lessee, or employee of an Owner, occupying or otherwise utilizing a Unit.

1.21 “Owner” shall mean the person or persons, including the Declarant, owning, in fee simple, a Condominium in the Project, as such ownership is shown by the records of the County Recorder of Davis County, State of Utah. The term “Owner” shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Condominium pursuant to a judicial or nonjudicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Condominium under contract (until such contract is fully performed and legal title conveyed of record).

1.22 “Prohibited Use” shall mean each of the following uses:

(a) Any use which constitutes gainful occupation, profession, or other non-residential use, except as reviewed and approved by the Board of Trustees and the appropriate officials of Sunset City.
(b) Any use in violation of applicable governmental laws, ordinances, codes, and regulations;
(c) Any use which constitutes a public or private nuisance;
(d) Any use which produces noise or sound which may be heard outside of any building on the Property and is objectionable due to intermittence, beat, frequency, shrillness or loudness;
(e) Any use which produces any noxious odor or which may be smelled outside any building on the Property;
(f) Any use which produces any excessive quantity of dust, dirt or ash;
(g) Any use involving unusual fire, explosive or other damaging or dangerous hazards;

1.23 “Project” shall mean the Land, the Buildings and all improvements submitted by this Declaration to the provisions of the Condominium Act.

1.24 “Restriction Period” shall mean a period beginning on the date of recordation of the Restrictions and continuing for fifty (50) years thereafter.

1.25 “Restrictions” shall mean the covenants, conditions and restrictions, and reciprocal easements contained herein and recorded concurrently with this Declaration, which encumbers the Land.

1.26 “Total Votes of the Association” shall mean the total number of votes appertaining to all Condominiums in the Project.

1.27 “Unit” shall mean an individual air space unit, consisting of enclosed rooms occupying part of the Buildings and bounded by the interior surfaces of the walls, floors, ceilings, windows and doors along the perimeter boundaries of the air space, as said boundaries are shown on the Map, together with all the fixtures and improvements therein contained. Paint and other wall, ceiling or floor coverings on interior surfaces shall be deemed to be part of the Unit. Notwithstanding the fact that they may be within the boundaries of such air space, the following are not part of a Unit insofar as they are necessary for the support or for the use and enjoyment of another Unit: bearing walls, floors, ceilings and roofs (except the interior surfaces thereof and the separate HVAC systems for each Unit which may be connected thereto),

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foundations, ceiling equipment, tanks, pumps, pipes, vents, ducts, shafts, flues, chutes, conduits, wires and other utility installations, except the outlets thereof when located within the Unit. The interior surfaces of a window or door mean the points at which such surfaces are located when the window or door is closed.

ARTICLE II
SUBMISSION AND DIVISION OF PROJECT

2.1 Submission to Condominium Act; Covenants Running with the Land. The Declarant hereby submits and subjects the Land, the Buildings and all other improvements now or hereafter made in or upon the Land to the provisions of the Condominium Act. All of said property is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a fee simple Project to be known as the **TBD** Condominium Owners Association, Inc. All of said property is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of said Project and in furtherance of a plan for improvement of said property and division thereof into Condominiums. Further, each and all of the provisions of this Declaration shall be deemed to be covenants running with the Land and shall be a burden and a benefit on the Land and shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and to any person acquiring, managing, leasing or owning any interest in the Land, the Buildings, or any of the improvements comprising the Project and to their respective personal representatives, heirs, successors, assigns, business invitees, licensees, tenants, mortgagees, customers, and clients.

2.2 Division into Condominiums. The Project is hereby divided into Condominiums, each such Condominium consisting of a Unit and an appurtenant undivided interest in the Common Areas. The initial Units are shown on Exhibit "B" and on the Map.

ARTICLE III

BUILDINGS AND IMPROVEMENTS

3.1 Buildings and Improvements. The Buildings constructed on the Land each consist of three (3) above ground stories. The Buildings are constructed of concrete, brick, cinderblock, wood, steel, aluminum and other customary construction materials. The total number of Units in the Buildings is expected to be one hundred and forty-eight (148). Parking lots and sidewalks located on the Common Areas will be available for use in connection with the Units on a non-exclusive basis pursuant to the terms and conditions of this Declaration, and Rules and Regulations implemented from time to time.

3.2 Description of Units. The Map contains the Unit number, location and dimensions of each initial Unit in the Project and all other information necessary to identify each such Unit.

3.3 Description of Common Areas. The Common Areas of the Project are as further described herein.

3.4 Utilities and Services. The Buildings will be supplied with electricity, gas, water, and sewerage service. In addition, each Unit will be supplied with a separate HVAC system, maintenance, repair and replacement of which will be the separate responsibility of each respective Owner.

ARTICLE IV

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Interior of Units. Each Owner shall have the exclusive right to paint, repaint, tile, paper, carpet or otherwise decorate the interior surfaces of the walls, ceilings, floors and doors of its Unit and the surfaces of all walls, ceilings, floors and doors within such boundaries, construct and remove partition walls, fixtures and other improvements within the boundaries of its Unit; provided, however, that such improvements (a) shall not impair the structural soundness or integrity of the Buildings; (b) shall not

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interfere with facilities necessary for the support, use or enjoyment of any other part of the Project; (c) shall be built to construction standards comparable or better than the original construction of the Project; and (d) shall not encroach upon the Common Areas or any part thereof, unless the Board shall consent in writing to such encroachment.

4.2 Maintenance of Units. Each Owner shall keep the interior of its Unit including, without limitation, interior walls, windows, ceilings, floors and permanent fixtures and appurtenances thereto, in a clean and sanitary condition and in a state of good repair. In the event that any such Unit shall develop an unsanitary or unclean or unsafe condition or fall into a state of disrepair, and in the event that the Owner of such Unit shall fail to correct such condition or state of disrepair promptly following written notice from the Board, the Board on behalf of the Association shall have the right, at the expense of the Owner and without liability to the Owner for trespass or otherwise, to enter said Unit and correct or eliminate said unsanitary or unclean condition or state of disrepair; provided, however, that the Association shall in no event have the obligation to correct or eliminate any such condition or state of disrepair.

4.3 Title. Subject to the provisions of Article VI, title to a Condominium may be held or owned by any person or entity, or any combination thereof, and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

4.4 Voting Rights. The Association shall have the following-described two classes of voting membership:

(a) Class A. Class A Members shall be all Owners, except Declarant. Class A Members shall be entitled to one (1) vote for each Unit in which the interest required for membership in the Association is held. Although each of the multiple Owners of a single Unity shall be a Class A Member, in no event shall more than one (1) Class A vote exist or be cast on the basis of a single Unit. Which of the multiple Owners of a single Unit shall cast the vote for that Unit is determined under Section 4.5 of this Article IV.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to five (5) votes for each Unit in which the interest required for membership in the Association is held. The Class B membership shall cease and the Declarant shall become a Class A member upon the first to occur of the following: (i) The expiration of one hundred and twenty (120) days after fee titles to seventy-five percent (75%) of the Units contained in the Project have been conveyed by Declarant to purchasers; or (ii) The expiration of fifteen (15) years after the date on which Declarant first conveys to a purchaser fee title to a unit.

4.5 Multiple Ownership Interests. In the event there is more than one Owner of a particular Unit, the vote relating to such Unit shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit.

4.6 Use and Maintenance of Common Areas. Except as otherwise provided in this Declaration, any Owner shall be entitled to nonexclusive use of the Common Areas in any manner that does not hinder or encroach upon the rights of other Owners and is not contrary to any Rules and Regulations promulgated by the Association. The Association shall have the right and obligation to maintain and repair all Common Areas. Notwithstanding the undivided interest in the Limited Common Area, limited Common Area shall be reserved for the exclusive use of the Owner of the Unit to which they are appurtenant.

4.7 Inseparability. Title to no part of a Condominium within the Project may be separated from any other part thereof, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit shall always be conveyed, devised, mortgaged, hypothecated, encumbered and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance or other disposition of a Condominium, or any part thereof, shall be construed to be a devise, encumbrance, conveyance or other

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disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth. Any purported devise, conveyance, encumbrance or other disposition (voluntary or involuntary) of an individual interest in the Common Areas shall be void unless the Unit to which such interest is allocated is also transferred.

4.8 No Partition. The Common Areas shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4.9 Separate Mortgage by Owners. Each Owner shall have the right to separately mortgage or otherwise encumber its Condominium. No Owner shall attempt to or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof, except the undivided interest therein appurtenant to its Condominium. Any Mortgage or other encumbrance of any Condominium shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, execution or otherwise.

4.10 Separate Taxation. Each Condominium, including each appurtenant undivided interest in the Common Areas, shall be deemed to be a parcel and shall be assessed separately for all taxes, assessments and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. For purposes of such assessment, the valuation of the Common Areas shall be apportioned among the Units in accordance with the Condominium Act. Notwithstanding anything contained herein to the contrary, all taxes, assessments and other charges of the State of Utah or of any political subdivision (e.g., the County) or of any special improvement district or of any other taxing or assessing authority relating to the Common Areas shall be prorated, allocated and assessed by such authority equally to the Units. All such taxes, assessments and other charges on each respective Condominium shall be separately levied against the Owner thereof. No forfeiture or sale of any Condominium for delinquent taxes, assessments or other charges shall divest or in any way affect the title to any other Condominium.

4.11 Mechanic's Liens. No labor performed or material furnished for use in connection with any Unit with consent or at the request of an Owner, its representative, employee, agent or subcontractor, shall create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Areas, except the undivided interest therein appurtenant to the Unit of the Owner for whom such labor was performed or materials furnished.

4.13 Description of Condominium. Every contract for sale of a Condominium and every other instrument affecting title to a Condominium may describe a Unit by its identifying number or symbol as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas, and to incorporate all of the rights incident to ownership of a Condominium and all of the limitations of such ownership.

4.14 Division of Utility Costs. The cost of all utility or municipal services (including, without limitation, water, sewer, garbage collection, telephone, electrical, and gas) which are separately metered to a particular Unit (if metering is applicable to the service in question) and billed by the suppliers concerned shall be paid by the Owners of the respective Units. The cost of all such services which are separately metered (if metering is applicable to the service in question) and billed regarding less than all of the Units in the Project either shall be paid directly by the respective Owners of the Units to which the service in question is provided (if and to the extent that separate metering and billing occurs as regards each of said Units) or shall be paid in the first instance by the Association from the Common Expense Fund (if and to the extent that more than one Unit is included in any particular separate metering and billing arrangement). If and to the extent that the Association as aforesaid pays such cost in the first instance from the Common Expense Fund, the Association shall be reimbursed for such cost by the respective Owners of the Units to which the service in question was provided, with the Owner of each such Unit being obligated to make reimbursement based upon its respective undivided interest in the Common Areas of the Project or its pro rata share of the cost if less than all the Units are involved. The cost of all

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such services which are not separately metered (if metering is applicable to the service in question) and billed to any Units (but rather are billed to the Project as a whole), shall be paid by the Association from the Common Expense Fund. Notwithstanding anything to the contrary contained in this Section 4.14, in the event that any utility or municipal service is separately metered (if metering is applicable to the service in question) and billed to one or more Units and a portion of such service benefits in whole or in part any other Units or the Common Areas, the Association shall reimburse or credit the Owner(s) of the Unit(s) so billed for the cost of such portion; the determination of such portion, and the cost related thereto which shall be borne by the Association as a Common Expense, shall be made by the Association in a fair and reasonable manner on the basis of the best information reasonably available at the time, and shall be final and binding upon all Owners.

ARTICLE V

EASEMENTS

5.1 Easements for Encroachments. In the event the construction, reconstruction, repair or movement of any portion of the improvements causes any part of the Common Areas to encroach upon any Unit, or any part of a Unit built in substantial accord with the boundaries for such Unit encroaches or shall encroach upon the Common Areas or upon an adjoining Unit for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does exist.

5.2 Easements for Maintenance, Cleaning and Repair. Some of the Common Areas are or may be located within the Units or may be conveniently accessible only through the Units. The Association shall have the irrevocable right to have access to each Unit and to all Common Areas, from time to time, during such reasonable hours as may be necessary for the maintenance, cleaning, repair (emergency or otherwise) or replacement of any Common Areas or for making emergency repairs at any time therein necessary to prevent damage to the Common Areas or to any Unit. In addition, agents of the Association, or utilities providers and/or contractors acting on behalf of other Owners, may enter any Unit when necessary in connection with the installation, maintenance, repair and replacement of necessary utilities, and for any cleaning, maintenance, repair, replacement, landscaping, construction or reconstruction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association with funds from the Common Expense Fund.

5.3 Access Easement; Right to Ingress, Egress and Support. Each Owner, for the benefit of its licensees, invitees, contractors, employees and agents, shall have a non-exclusive easement for and the unrestricted right of access, ingress and egress to, over, upon and across all sidewalks, passageways, driveways, as such may exist on the Land and as necessary for access to and from such Owner's Unit to the "Common Parking Areas," as such term is hereinafter defined, in the Project, and to the public streets, and each Owner shall have an easement and the right to horizontal, vertical and lateral support of such Unit, and such rights shall be perpetual and shall be appurtenant to and pass with title to each Condominium. Each Owner shall have a non-exclusive easement for use of the portion of the Common Areas constituting the conference and break areas in the attic space of the Buildings subject to the Rules and Regulations of the Association.

5.4 Association's Right to Use Common Areas. The Association shall have an easement to make such use of the Common Areas as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration including, without limitation, the right to construct and maintain in the Common Areas for use by Owners generally or by the Association and its agents exclusively.

5.5 Easement for Completion of Project. The Declarant shall have a transferable easement over and on the Common Areas for the purpose of completing construction of the Project and making improvements therein, and for the purpose of doing all things reasonably necessary or appropriate in connection therewith. To the extent that damage is inflicted on any part of the Project by any person utilizing said easement, the Declarant and the person causing the damage shall be liable to the Association for the prompt repair of such damage.

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5.6 Parking Easement. Each Owner shall have a non-exclusive easement and the right of use of all common parking areas ("Common Parking Areas") as may, from time to time exist on the Land and/or the Project including, access, ingress and egress to, over, upon and across, all such Common Parking Areas. The Board, in its reasonable discretion, shall have the right to designate the location of, and place a limitation on, the number of parking spaces each Owner is entitled to use pursuant to this Section 5.6.
5.7 Easements Deemed Created. All conveyances of Condominiums hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE VI

RESTRICTIONS ON USE

6.1 Use and Occupancy. No Units shall be used except for residential purposes and occupied only in accordance with all applicable laws, ordinances, and regulations including, without limitation, any and all covenants, conditions and restrictions that may apply to the Project as part of this Declaration. No Owner shall use or occupy, or cause or permit to be used or occupied, any Unit for a Prohibited Use, or otherwise in violation of this Declaration or any applicable laws, ordinances, rules or regulations including, without limitation, any applicable nuisance laws or ordinances. All Common Areas shall be designated solely for parking, loading, unloading, ingress and egress.

6.2 Rules and Regulations. In addition to the restrictions set forth in Section 6.1 hereof, the use of all Units shall also be subject to such Rules and Regulations of general application as may be adopted by the Board of the Association. Such Rules and Regulations shall be binding on all members of the Association unless duly amended by the Board or by a majority of the Total Votes of the Association.

6.3 Compliance. The administration of the Project shall be in accordance with the provisions of this Declaration, the Restrictions, the Articles of Incorporation, the Bylaws, and the Rules and Regulations duly adopted by the Association. Each Owner and Occupant shall comply with such Declaration, Restrictions, Articles of Incorporation, Bylaws, and the Rules and Regulations, all as amended from time to time.

6.4 Partition. No Owner nor any other person shall bring any action for partition or division of the Project or any portion thereof, and every person acquiring any interest in the Project shall acquire the same subject to this Declaration and shall be deemed to have waived any right to seek any partition until the Land and Buildings have been removed from the provisions of the Condominium Act as provided therein.

6.5 Structural Changes and Prohibitions. No Owner shall make structural alterations or modifications to its Unit or to any of Common Areas including, but not limited to, the erection of antennas, aerials, awnings, the placement of any reflective or other material in the windows of the Unit, or other exterior attachments, without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications that would jeopardize or impair the soundness, safety or appearance of the Project.

6.6 Leasing. An Owner may lease its Unit for the same purposes set forth in Section 6.1 provided that such lease transaction is in accordance with the provisions of this Declaration.

6.7 Improper Uses. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Areas nor shall anything be done which may be or become an annoyance or a nuisance, legal or otherwise, to the Unit Owners. No Owner shall do or permit anything to be done or keep or permit to be kept in its Unit or on the Common Areas anything that will increase the rate of insurance on the Project.

6.8 Signs. No signs or other advertising devices shall be displayed except in conformity with Rules and Regulations promulgated by the Board.

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6.9 Cleaning and Storage in Common Areas. The Common Areas are not to be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Board. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Owner either in its Unit or upon the Common Areas, which despoils or in any manner negatively affects the appearance of the Project.

6.10 Parking and Storage. No major mechanic work or repairs are to be conducted in driveways, common areas, parking areas, or adjacent streets. No inoperative automobile or vehicle shall be placed or remain in any driveways, common areas, parking areas or adjacent streets for more than forty-eight (48) hours. No commercial-type vehicles and no trucks shall be parked or stored in driveways, common areas, parking areas, or adjacent streets except while engaged in transportation. Trailers, mobile homes, trucks over three quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors, and maintenance or commercial equipment of any kind shall not remain in any driveways, common areas, parking areas or adjacent streets for more than forty-eight (48) hours. The storage or accumulation of junk, trash, or other offensive or commercial materials is prohibited.

6.11 Maintenance of Units. Each Owner shall maintain its Unit in a sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Areas or any other Unit, and each Owner shall be responsible for its negligence or misuse of any of the Common Areas or of its own facilities resulting in damage to the Common Areas or any other Unit.

6.12 Association Access to Unit. The Association or its agent shall have access to each Unit, from time to time, during reasonable working hours, upon notice to its Owner, as may be necessary for the maintenance, repair or replacement of any of the Common Areas or other Units. The Association or its agents shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Areas or to another Unit.

6.13 Declarant Activities. None of the restrictions contained in this Article VI shall apply to the commercial activities, signs or billboards, if any, of the Declarant during the sales period of the Project or to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time.

ARTICLE VII

THE ASSOCIATION

7.1 Membership. Each Owner shall be entitled and required to be a member of the Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Condominium is held by more than one person, the membership appurtenant to that Condominium shall be shared by all such persons by the same type of tenancy in which title to the Condominium is held. Each Condominium shall be entitled to one membership in the Association. Each membership shall be appurtenant to the Condominium to which it relates and shall be transferred automatically by conveyance of that Condominium. Ownership of a Condominium cannot be separated from membership in the Association appurtenant thereto, and, any devise, encumbrance, conveyance or other disposition, respectively, of a Condominium shall include the Owner's membership in the Association and rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Condominium.

7.2 Board of Trustees. Until such time as the responsibility for electing the Trustees of the Association is turned over to the Owners, the Declarant shall have the exclusive right to appoint and to remove all such Trustees. This exclusive right shall terminate as set forth in Article IV, Section 4.4(b).
7.3 Votes. Declarant and each Owner shall have the voting rights as set forth in Article IV, Section 4.4.
7.4 Professional Management. The Association may carry out, through the Manager, those of its functions, which are properly the subject of delegation. The Manager so engaged shall be an independent contractor

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and not an agent or employee of the Association, shall be responsible for managing the Project for the benefit of the Association and the Owners, and shall, to the extent permitted by law and by the terms of the agreement with the Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Association itself. Any such management agreement executed on or before the termination of Declarant control of the appointment of the Board as described in Section 7.2 hereof may be terminated by the Association without cause at any time after transfer of such control. The above term and termination provisions shall not apply to any other types of service contracts.

7.5 Amplification. The provisions of this Article VII may be amplified by the Articles and the Bylaws; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth in this Declaration.

ARTICLE VIII

CERTAIN RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND BOARD OF TRUSTEES

8.1 The Common Areas. The Board, acting on behalf of the Association and, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including the Common Facilities) and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of the exterior of the Buildings, other improvements and grounds, including, without limitation, painting thereof, repair and replacement of exterior trim, roofs (except for the HVAC systems, which are the responsibility of each respective Owner) and fences and maintenance of elevators, parking areas, landscaping, walkways and driveways. The Association shall also be responsible for maintenance, repair and replacement of Common Areas within the Buildings, including, without limitation, landings, stairways, utility lines, Common Facilities and all improvements and other items located within or used in connection with the Common Areas. The specification of duties of the Association with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas. All goods and services procured by the Association in performing its responsibilities under this section shall be paid for with funds from the Common Expense Fund.

8.2 Miscellaneous Goods and Services. The Board may, on behalf of the Association, obtain and pay for the services of such personnel as the Board shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Board may, on behalf of the Association, obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Board may, on behalf of the Association, acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, snow removal, electrical, gas and other necessary or desirable utility services for the Common Areas (and for the Units to the extent not separately metered or billed), insurance, bonds and other goods and services common to the Units.

8.3 Easements Over Common Areas. The Board may, on behalf of the Association, grant easements over the Common Areas from time to time for the benefit of the Buildings, the Common Areas and the larger development of which the Buildings are a part.

ARTICLE IX

ASSESSMENTS

9.1 Agreement to Pay Assessments. The Declarant, for each Condominium owned by it, and each Owner of a Condominium, by the acceptance of instruments of conveyance and transfer therefor whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other and with the Association to pay to the Association all assessments made by the Association for the purposes provided in this Declaration. Such assessments shall be fixed, established and collected from time to time as provided in this Article IX.

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9.2 Annual Assessments. Annual assessments shall be computed and assessed against all Condominiums in the Project as follows:

(a) Common Expense. Annual assessments shall be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with the maintenance and operation of the Common Areas and furnishing common utility services and other common items to the Condominiums. Such estimated expenses may include, without limitation, the following: expenses of management; real property taxes and special assessments (unless and until the Condominiums are separately assessed); premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance; wages of Association employees, including fees for a Manager; utility charges, including charges for utility services to the Condominiums to the extent not separately metered or billed; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate contingency reserve, major maintenance reserve and/or sinking fund; creation of an adequate reserve fund for maintenance repairs, and replacement of those Common Areas that must be replaced on a periodic basis; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners under or by reason of this Declaration. Such shall constitute the Common Expenses, and all funds received from assessments under this Section 9.2(a) shall be part of the Common Expense Fund. Two separate and distinct funds shall be created and maintained hereunder, one for operating expenses and one for capital expenses which together shall constitute the Common Expense Fund.

(b) Apportionment. Common Expenses shall be apportioned among and assessed to all Condominiums and their Owners in proportion to their respective undivided interests in the Common Areas. The Declarant shall be liable for the amount of any assessments against Condominiums owned by it.

(c) Annual Budget. Annual assessments shall be determined on the basis of a fiscal year beginning January 1 and ending the following December 31, provided the first fiscal year shall begin on the date of this Declaration, and, on or before December 1 of each year thereafter, the Board shall prepare and furnish to each Owner, or cause to be prepared and furnished to each Owner, an operating budget for the upcoming fiscal year. The budget shall itemize the estimated Common Expenses for such fiscal year, anticipated receipts (if any) and any deficit or surplus from the prior operating period. The budget shall serve as the supporting document for the annual assessment for the upcoming, fiscal year and as the major guideline under which the Project shall be operated during such annual period.

(d) Notice and Payment. Except with respect to the first fiscal year, the Board shall notify each Owner in writing as to the amount of the annual assessment against its Condominium on or before December 1 each year for the fiscal year beginning on January 1 next following. Except as otherwise provided by the Board, each annual assessment shall be payable in twelve equal monthly installments, one such installment due on the first day, of each calendar month during the fiscal year to which the assessment relates; provided, however, the annual assessment for the first fiscal year shall be based upon such portion of the first fiscal year. An Owner may prepay its annual assessment. The Association shall have the right to charge a late fee equal to five percent (5%) of any assessment not paid within fifteen (15) days of the due date thereof. In addition, all unpaid installments of any annual assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from fifteen (15) days after the date each such installment became due until paid. In the event that any installment of the annual assessment is not paid within fifteen (15) days of the date such installment becomes due, the Association may, at its option, and upon fifteen (15) days prior written notice to the Owner, accelerate the due date for all remaining unpaid installments of the annual assessment for the remainder of the fiscal year and all accrued but unpaid interest thereon. Payment of the annual assessment installments so accelerated shall be due at the expiration of said fifteen (15) day notice period and interest shall accrue on the entire sum at the rate established by the Board not to exceed eighteen percent (18%) per annum from such date until paid in full. The failure of the

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Board to give timely notice of any annual assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of any Owner from the obligation to pay such assessment or any other assessment; but the date when the payment shall become due in such case shall be deferred to a date fifteen (15) days after notice of such assessment shall have been given to the Owner in the manner provided in this Declaration.

(e) Inadequate Funds. In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's assessment, the Board may, on behalf of the Association, levy additional assessments in accordance with the procedure set forth in Section 9.3 below, except that the vote therein specified shall be unnecessary.

9.3 Special Assessments. In addition to the annual assessments authorized by this Article IX, the Board may, on behalf of the Association, levy, at any time and from time to time, upon the affirmative vote of at least fifty-one percent (51 %) of the Total Votes of the Association, held by Owners voting by either written ballot, or in person or by proxy at a meeting called for such purpose, one or more special assessments, payable over such periods as the Board may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses). This section shall not be construed as an independent source of authority for the Association to incur expenses but shall be construed to prescribe the manner of assessing for expenses authorized by other sections or articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners in proportion to their respective undivided interests in the Common Areas. Notice in writing of the amount of each such special assessment and the time for payment thereof shall be given promptly to the Owners; no payment shall be due less than fifteen (15) days after such notice shall have been given. All unpaid portions of any special assessment shall bear interest at the rate established by the Board not to exceed eighteen percent (18%) per annum from the date such portions become due until paid. All funds received from assessments under this section shall be part of the Common Expense Fund.

9.4 Lien for Assessments. All sums assessed to Owners pursuant to the provisions of this Article IX, together with late charges and interest thereon as provided herein, shall be secured by a lien on such Condominium in favor of the Association. To evidence a lien for sums assessed pursuant to this Article IX, the Board may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Condominium and a description of the Condominium. Such a notice shall be signed and acknowledged by a duly authorized officer of the Association and may be recorded in the office of the County Recorder of Davis County, State of Utah. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of applicable law. The Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8-45 to , with power of sale, the Units and all improvements to the Units for the purpose of securing payment of assessments under the terms of this Declaration. In any exercise of a power of sale remedy, the Association may appoint its attorney or any title insurance company to act as the trustee in connection with such sale and said trustee shall have all of the rights and powers necessary to convey title to the Condominium to the purchaser at any foreclosure sale. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Condominium, which shall become due during the period of foreclosure, and all such assessments shall be secured by the lien being foreclosed. The Board shall have the right and power on behalf of the Association to bid in at any foreclosure sale and to hold, lease, mortgage or convey the subject Condominium in the name of the Association.

9.5 Personal Obligation of Owner. The amount of any annual or special assessment against any Condominium shall be the personal obligation of the Owner of such Condominium to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any of the Common Areas or by abandonment of its Condominium or by waiving any services or amenities provided for in this Declaration. In the event

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of any suit to recover a money judgment of unpaid assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

9.6 Personal Liability of Purchaser. The personal obligation of an Owner to pay unpaid assessments against its Condominium as described in Section 9.5 shall not pass to successors in title unless assumed by them; provided, however, a lien to secure unpaid assessments shall not be affected by the sale or transfer of the Condominium unless foreclosure by a First Mortgagee is involved in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but shall not relieve any subsequent Owner from paying further assessments.

9.7 Reserves and Working Capital. The Association shall establish the following funds:

(a) Reserve Fund. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas as the Association may be obligated to maintain, repair or replace as required by the Act. The reserve fund shall be maintained out of regular assessments for Common Expenses.

(b) Working Capital Fund. The Associations may establish and maintain a working capital fund equal to at least two monthly installments of annual assessment for each Condominium. Each Condominium's share of the working capital fund must be collected and transferred to the Association at the time of the closing of sale of that Condominium. The working capital fund must be maintained in a segregated account for the use and benefit of the Association. The purpose of the working capital fund is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into the Working Capital Fund are not to be considered advance payments of any regular assessment. Upon transfer of a Condominium, the Owner's interest in the Working Capital Fund shall automatically be transferred to the new Owner.

9.8 Evidence of Payment of Annual and Special Assessments. Upon receipt of a written request by an Owner or any other person, the Association within a reasonable period of time thereafter shall issue to such Owner or other person a written certificate stating (a) that all annual and special assessments (including interest, costs and attorneys' fees, if any, as provided in Section 9.2 above) have been paid with respect to any specified Condominium as of the date of such certificate, or (b) if all annual and special assessments have not been paid, the amount of such annual and special assessments (including interest, costs and attorneys' fees, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which charges must be paid at the time the request for any such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with respect to any matter therein stated as against any bona fide purchaser of, or Mortgagee on, the Condominium in question.

ARTICLE X

INSURANCE

10.1 Insurance. The Association shall at all times maintain in force insurance meeting the following requirements:

(a) Hazard Insurance. A "master" or "blanket" type policy of property insurance shall be maintained covering the entire Project, including: Common Areas, the Buildings, including all Units (other than the interior content thereof), amenities, fixtures, building service equipment, personal property and supplies comprising a part of the Common Areas or owned by the Association but excluding land, foundations, excavations, and other items normally not covered by such policies. References herein to a "master" or "blanket" type policy of property insurance are intended to denote single entity condominium insurance coverage. As a minimum, such "master" or "blanket" policy shall afford protection against loss or damage by fire, by other perils

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normally covered by the standard extended coverage endorsement, and by all other perils which are customarily covered with respect to projects similar to the Project in construction, location, and use, including (without limitation) all perils normally covered by the standard "all risk" endorsement, when such endorsement is available. Such "master" or "blanket" policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all elements of the Project covered by such policy, exclusive of land, foundations, excavation, and other items normally excluded from coverage. In the event an Owner uses, or permits any use of, its Unit in a manner that increases the rates of insurance required by this Section 10.1(a), such Owner shall be responsible to reimburse the Association for the costs of such increased rates in the same manner as if the increased costs were a part of the Association fees or assessments payable by such Owner.

(b) Fidelity Bonds. The Association may maintain in force and pay the premiums for "blanket" fidelity bonds for all officers, members, and employees of the Association and for all other persons handling or responsible for funds of or administered by the Association whether or not that individual receives compensation for services. Furthermore, where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, the Association may require such Manager to provide "blanket" fidelity bonds, with coverage as required by the Association, for the Manager's officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The total amount of fidelity bond coverage required shall be based upon the Association's best business judgment and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Manager, as the case may be, at any given time during the term of each bond. The bonds required, if any, shall meet the following additional requirements: (1) the fidelity bonds shall name the Association as obligee; (2) the bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; (3) the premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by the Manager for its officers, employees and agents) shall be paid by the Association as part of the Common Expenses; and (4) the bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and to any Insurance Trustee.

(c) Liability Insurance. The Association shall maintain in force, and pay the premium for a policy providing comprehensive general liability insurance coverage covering all of the Common Areas, public ways in the Project, if any, other areas of the Project that are under the Association's supervision. The coverage limits under such policy shall be in a generally required by private institutional Mortgage investors for projects similar the Project in construction, location, and use. Nevertheless, such coverage shall be for at least One Million Dollars ($1,000,000) for bodily injury, including deaths persons, and property damage arising out of a single occurrence. Coverage under such policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Areas and legal liability arising from lawsuits related to employment contracts of the Association. Additional coverage under such policy shall include protection against such other risks as are custom covered with respect to projects similar to the Project in construction, location, and use. If such policy does not include "severability of interest" in its terms, the policy shall include a special endorsement to preclude an insurer's denial of any Owner's claim because of negligent acts of the Association or any other Owner. Such policy shall provide that it may not be cancelled or substantially modified, by any party, without at least fifteen (15) days' prior written notice to the Association and to each First Mortgagee on an individual Unit in the Project. In the event an Owner uses, or permits any use of, its Unit in a manner that increases the rates of insurance required by this Section 10.1(c), such Owner shall be responsible to reimburse the Association for the costs of such increased rates in the same manner as if the increased costs were a part of the Association fees or assessments payable by such Owner.

(d) Insurance Trustees and General Requirements Concerning Insurance. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured on behalf of the Association, the Association's

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authorized representative, including any trustee with whom the Association may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Owner hereby appoints the Association, or any Insurance Trustee or substitute Insurance Trustee designated by the Association, as its attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or any Insurance Trustee, shall receive, hold, or otherwise properly dispose of any proceeds of insurance in trust for the use and benefit of the Owners and their Mortgagees, as their interests may appear.

Each insurance policy maintained pursuant to the foregoing subsections (a), (b) and (c) shall be written by an insurance carrier which is licensed to transact business in the State of Utah and which has at least a B general policyholder's rating or a financial performance index of 6 or better in the Best's Key Rating Guide. No such policy shall be maintained where: (1) under the terms of the carrier's charter, bylaws, or policy, contributions may be required from, or assessments may be made against, an Owner, a Mortgagee, the Board or the Association; (2) by the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (3) the policy includes any limiting clauses (other than insurance conditions) which could prevent the party entitled (including, without limitation, the Board, the Association, or an Owner) from collecting insurance proceeds. The provisions of this subsection (d) and of the foregoing subsections (a), (b) and (c) shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association may deem appropriate from time to time.

(e) Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the Project, which may have been damaged or destroyed. In addition, such policies shall be reviewed to determine their compliance with the provisions of this Declaration.

10.2 Additional Coverage. The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration, in such amounts and in such forms as the Association may deem appropriate from time to time.

10.3 Owner's Insurance. Each Owner, at its own expense, may procure and maintain at all times fire and extended coverage insurance covering personal property of such Owner and additional fixtures and improvements added by such Owner against loss by fire and other casualties. All policies providing such casualty insurance shall provide that they do not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this article. Notwithstanding the provisions hereof, such Owner may obtain insurance at its own expense providing such other coverage upon its Condominium, its personal property, for its personal liability and covering such other risks as it may deem appropriate, provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this article. If obtainable under industry practice without an unreasonable additional charge for such waiver, all such insurance shall contain a waiver of the insurance company's right of subrogation against the Association, the Declarant, the Manager, other Owners and their respective servants, agents and guests.

ARTICLE XI

DAMAGE OR DESTRUCTION

11.1 Association as Attorney-in-Fact. All of the Owners irrevocably constitute and appoint the

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Association their true and lawful attorney in fact in their name, place and stead for the purpose of dealing with the Project upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Association as its attorney-in-fact as herein provided. As attorney-in-fact, the Association shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or other instrument with respect to the interest of an Owner which may be necessary or appropriate to exercise the powers herein granted. All insurance proceeds shall be payable to the Association except as otherwise provided in this Declaration.

11.2 Definition of Repair and Reconstruction. Repair and reconstruction of the improvements as used herein means restoring the Project to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

11.3 Procedures. In the event all or any part of the Project is damaged or destroyed, and subject to the provisions of Article XIV below, the Association shall proceed as follows:

(a) Notice to First Mortgagees. The Association shall give timely written notice to any holder of any First Mortgage on a Unit in the event of substantial damage to or destruction of any Unit or any part of the Common Areas.

(b) Estimate of Costs. As soon as practicable after an event causing damage to or destruction of any part of the Project, the Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Project damaged or destroyed.

(c) Sufficient Insurance. If the proceeds of the insurance maintained by the Association exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Project, such repair and reconstruction shall be carried out.

(d) Insufficient Insurance - Less than Seventy-Five Percent (75 %) Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if less than seventy-five percent (75 %) of the Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Section 9.3 hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

(e) Insufficient Insurance - Seventy-Five Percent (75 %) or More Destruction. If the proceeds of the insurance maintained by the Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Project and if seventy-five percent (75 %) or more of the Project is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if, within ninety (90) days following the damage or destruction, the Owners shall elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction. If, however, the Owners do not, within ninety (90) days after such damage or destruction, elect by a vote of at least seventy-five percent (75%) of the Total Votes of the Association to carry out such repair and reconstruction, but rather elect to terminate the Project and if Eligible Mortgagees who represent at least fifty-one percent (51 %) of the votes on Condominiums subject to Mortgages held by Eligible Mortgagees approve such termination, the Association shall record in the office of the County Recorder of Davis County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the following shall occur:

(i) The Project shall be deemed to be owned in common by the Owners;

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(ii) The undivided interest in the Project owned in common which shall appertain to each Owner shall be the percentage of the undivided interest previously owned by such Owner in the Common Areas;

(iii) Any liens affecting any of the Condominiums shall the deemed to be transferred, in accordance with the existing priorities, to the undivided interest of the respective Owner in the Project; and

(iv) The Project shall be subject to an action for partition at the suit of any Owner, in which event the net proceeds of any sale resulting from such suit for partition, together with the net proceeds of the insurance of the Project, if any, shall be considered as one fund and shall be divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, after first paying out of the respective share of each Owner, to the extent sufficient for the purposes, all liens on the undivided interest in the Project owned by such Owner.

(f) Priority. In no event shall an Owner or any other party have priority over the holder of any First Mortgage on a Unit with respect to the distribution to such Unit of any insurance proceeds.

11.4 Repair or Reconstruction. If the damage or destruction is to be repaired and reconstructed as provided above, the Association shall, as soon as practicable after receiving the said estimate of costs, commence and diligently pursue to completion the repair and reconstruction of that part of the Project damaged or destroyed. The Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, (except as otherwise expressly provided herein). The Project shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before. Any restoration or repair of the Project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original architectural plans and specifications.

11.5 Disbursement of Funds for Repair and Reconstruction. If repair or reconstruction is to occur, the insurance proceeds held by the Association and any amounts received from assessments made pursuant to Section 11.3(d) hereof shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to their respective percentages of ownership of the Common Areas.

ARTICLE XII

CONDEMNATION

12.1 Condemnation. If at any time or times all or any part of the Project shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article XII shall apply. A voluntary sale or conveyance of all or any part of the Project in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Board shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Project and to any Eligible First Mortgagee. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or any part thereof, and each Owner hereby appoints the Association as such Owner's attorney-in-fact for the purposes of such representation.

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12.2 Proceeds. All compensation, damages and other proceeds from any such taking by power of eminent domain (hereinafter the "condemnation award") shall be made payable to the Association and shall be distributed by the Board, on behalf of the Association as herein provided.

12.3 Complete Taking. In the event the entire Project is taken by power of eminent domain, condominium ownership pursuant thereto shall terminate and the condemnation award shall be allocated among and distributed to the Owners in proportion to their respective undivided interests in the Common Areas. Such distribution shall be made by check payable jointly to the respective owners and their respective Mortgagees, as appropriate.

12.4 Partial Taking. In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

(a) Allocation of Award. As soon as practicable, the Board shall, on behalf of the Association, reasonably and in good faith, apportion the condemnation award between compensation, severance damages or other proceeds and. shall allocate such apportioned amounts and pay the same to the Owners as follows:

(i) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken) in proportion to their respective undivided interests in the Common Areas;

(ii) The total amount apportioned to severance damages shall be allocated among and distributed to the Owners of those Condominiums that have not been taken in proportion to their respective undivided interests in the Common Areas;

(iii) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit;

(iv) The total amount apportioned to consequential damages and any other takings or injuries shall be allocated and distributed as the Association determines to be equitable under the circumstances;

(v) If apportionment or allocation is already established by negotiation, judicial decree, statute or otherwise, the Association shall employ such apportionment and allocation to the extent it is relevant and applicable;

(vi) Distribution of allocated proceeds shall be made by check payable jointly to individual Owners and their respective Mortgagees, as their interests may appear; and

(vii) No provision of this Article XII or any other provisions in this Declaration, the Articles of Incorporation or the Bylaws shall entitle an Owner or other party to priority over any First Mortgagee holding such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement or proceeds from any eminent domain or condemnation proceeding.

(b) Continuation and Reorganization. If less then the entire Project is taken by power of eminent domain, condominium ownership pursuant hereto shall not terminate but shall continue. In such event the Project shall be reorganized as follows:

(i) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a member of the Association and all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interest in the Common Areas;

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(ii) If any partial taking results in the taking of a portion of a Unit and if no determination is made by the Board, after duly considering any recommendations, proposals or other input from the Owners, that such taking does not make it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then, unless the interests of the Units in the Common Areas are equal, all voting rights and the undivided interest in the Common Areas appertaining to such Unit shall be reduced in proportion to the reduction in square footage of floor area of such Unit resulting from the taking. The voting rights and undivided interest in the Common Areas so divested from such Unit shall be reallocated to, and shall appertain to, such Unit and the other Units in the Project in proportion to their respective undivided interests in the Common Areas; provided, however, that such Unit shall participate in such reallocation on the basis of the undivided interest reduced in accordance with the preceding sentence;

(iii) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board, after duly considering any recommendations, proposals, or other input from the Owners, that such taking makes it impractical to use the remaining portion of such Unit for any lawful purpose permitted by this Declaration, then all voting rights and the entire undivided interest in the Common Areas appertaining to such Unit shall be reallocated to, and shall appertain to, the remaining Units in proportion to their respective undivided interests in the Common Areas, and the remaining portion of such Unit shall thenceforth be part of the Common Areas;

(iv) The Board, after duly considering any recommendations, proposals or other input from the Owners, shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Project under the provisions of this Section 12.4(b); provided, however, that if any such determination shall have been or such action taken by judicial decree, the Board shall defer thereto and proceed in accordance therewith.

(c) Repair and Reconstruction. Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Article XI hereof for cases of Damage or Destruction; provided, however, that the provisions of said article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

ARTICLE XIII

TERMINATION AND SALE

13.1 Required Vote. Except as otherwise provided in Article XI and Article XII, in the event the Owners desire to sell the Project, the Association may be terminated only by mutual agreement of Owners entitled to vote one hundred percent (100%) of the Total Votes of the Association at a meeting of Owners duly called for such purpose.

13.2 Termination Agreement. An agreement to terminate pursuant to Section 13.1 shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. Such an agreement to terminate shall also be approved by all Mortgagees who hold liens on Condominiums. A termination agreement, including all ratifications of such termination agreement, shall be recorded in Davis County, Utah and is effective only on recordation.

13.3 Sale of Project. A termination agreement must provide that the entire Project shall be sold following termination. If, pursuant to the agreement, the Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

13.4 Association Duties. The Association, on behalf of the Owners, may contract for the sale of real estate in the Project, but the contract is not binding on the Owners until approved pursuant to Sections 13.1 and 13.2. If any real estate in the Project is to be sold following termination, title to that real

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estate on termination vests in the Association as trustee for all Owners. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the procedure set forth in Section 13.5 below. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Owner and their successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted their Condominium in accordance with the terms of this Declaration. During the period of that occupancy right, each Owner and their successors in interest remain liable for all assessments and other obligations imposed on Owners by this Declaration.

13.5 Proceeds of Sale. Following termination of the Project, the proceeds of any sale of the Project shall be held by the Association as trustee for Owners and divided among all Owners in a percentage equal to the percentage of undivided interest owned by each respective Owner in the Common Areas, as set forth in Exhibit "B," subject to the rights of Mortgagees with respect to such proceeds. Following termination, Mortgagees holding Mortgages on the Condominiums, which were recorded before termination may enforce those liens in the same manner as any lienholder.

ARTICLE XIV

MORTGAGEE PROTECTION

14.1 Notice of Action. Upon written request made to the Association by a First Mortgagee, which written request shall identify the name and address of such First Mortgagee, and the number and address of the Condominium, any such First Mortgagee, shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Project or any Condominium on which there is a First Mortgage held by such First Mortgagee;

(b) Any delinquency in the payment of assessments or charges owed by an Owner, whose Condominium is subject to a First Mortgage held by such First Mortgagee, which default remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(d) Any proposed action which would require the consent of a specified percentage of Eligible First Mortgagees as specified in Section 14.2 below or elsewhere herein.

14.2 Matters Requiring Prior Eligible Mortgagee Approval. Except as provided elsewhere in this Declaration, the prior written consent of Owners entitled to vote at least sixty-seven percent (67%) of the Total Votes of the Association (unless pursuant to a specific provision of this Declaration the consent of Owners entitled to vote a greater percentage of the votes in the Association is required, in which case such specific provisions shall control), and Eligible First Mortgagees holding First Mortgages on Condominiums having at least fifty-one percent (51 %) of the Total Votes of the Association subject to First Mortgages held by Eligible First Mortgagees shall be required to:

(a) Abandon or terminate the legal status of the Project after substantial destruction or condemnation occurs.

(b) Add or amend any material provision of the Declaration, Articles of Incorporation, Bylaws or Map, which establishes, provides for, governs or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

(i) voting rights;

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(ii) responsibility for maintenance and repairs;

(iii) reallocation of interests in the Common Areas, or rights to their use (except as permitted by Article XVI hereof);

(iv) hazard or fidelity insurance requirements;

(v) restoration or repair of the Project (after damage or partial condemnation) in a manner other than that specified in the Declaration; or

(vi) any provisions that expressly benefit Mortgagees, insurers, or guarantors. Any Mortgagee, who receives a written request from the Association to approve additions or amendments to the constituent documents and who fails to deliver or post to the Association a negative response within thirty (30) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail, with a "return receipt" requested.

14.3 Availability of Project Documents and Financial Statements. The Association shall maintain and have current copies of the Declaration, its Articles of Incorporation and Bylaws, and other rules concerning the Project as well as its own books, records, and financial statements available for inspection by Owners or by holders of First Mortgages that are secured by Condominiums in the Project. Generally, these documents shall be available for review during normal business hours.

14.4 Subordination of Lien. To the extent permitted by the Condominium Act, the lien or claim against a Condominium for unpaid assessments or charges levied by the Association pursuant to this Declaration shall be subordinate to the First Mortgage affecting such Condominium if the First Mortgage was recorded before the delinquent assessment was due, and the First Mortgagee thereunder which comes into possession of or which obtains title to the Condominium shall take the same free of such lien or claim for unpaid assessment or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the First Mortgage, exercise of a power of sale available thereunder, or taking of a deed or assignment in lieu of foreclosure. No assessment, charge, lien or claim, which is described in the preceding sentence as being subordinate to a First Mortgage or as not to burden a First Mortgagee which comes into possession or which obtains title, shall be collected or enforced by the Association from or against a First Mortgagee, a successor in title to a First Mortgagee, or the Condominium affected or previously affected by the First Mortgage concerned.

14.5 Payment of Taxes. In the event any taxes or other charges which may or have become a lien on the Common Areas are not timely paid, or in the event the required hazard insurance described in Section 10.1(a) lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly, pay such taxes or premiums or secure such insurance. Any Mortgagee who expends funds for any of such purposes shall be entitled to immediate reimbursement therefor from the Association.

14.6 Priority of First Mortgagee in Event of Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Areas, no provision of the Declaration, Articles Incorporation or Bylaws or any amendment thereto shall entitle the owner of a Unit or other party to priority over any First Mortgagee with respect to the distribution to such Owner of any insurance proceeds.

14.7 Priority of First Mortgagee in Event of Condemnation. If any Unit or portion thereof or the Common Areas or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, no provision of the Declaration, Articles of Incorporation or Bylaws or any amendment thereto shall entitle the Owner of a Unit, or any other party, to priority over any First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE XV

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COMPLIANCE WITH DECLARATION AND BYLAWS

15.1 Compliance. Each Owner shall comply strictly with the provisions of this Declaration, the Articles and Bylaws of the Association, rules and regulations promulgated by the Association and the decisions and resolutions of the Association adopted pursuant thereto, as the same may lawfully be modified and amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages or for injunctive relief or both, maintainable by the Association, in a proper case, by an aggrieved Owner.

15.2 Enforcement and Remedies. The obligations, provisions, covenants, conditions and restrictions contained in this Declaration, or in any supplemental or amended Declaration, with respect to the Association or the Project shall be enforceable by the Declarant or by any Owner, subject to this Declaration, by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amounts due or unpaid. The obligations, provisions, covenants, conditions and restrictions contained in this Declaration, or in any supplemental or amended Declaration, with respect to a person or entity or property of a person or entity other than the Association shall be enforceable by the Declarant or by the Association or, in a proper case, by an aggrieved Owner by a proceeding for a prohibitive or mandatory injunction or by a suit or action to recover damages or to recover any amounts due or unpaid. No summary abatement or similar procedure may be utilized through nonjudicial means to alter or demolish items of construction.

ARTICLE XVI

BINDING ARBITRATION FOR ENFORCEMENT OF GOVERNING DOCUMENTS

Opt-Out Right

. IF AN OWNER DOES NOT WANT THE FOLLOWING ARBITRATION PROVISION TO APPLY, THE OWNER MUST SEND A LETTER TO DECLARANT, SIGNED BY THE OWNER (AND ANY CO-OWNER OF THE SAME LOT) AND ADDRESSED TO PO BOX 540395, NORTH SALT LAKE, UTAH 84054 ATTN: ARBITRATION OPT-OUT. THE LETTER MUST BE SENT (I) WITHIN 30 DAYS AFTER THE DATE OF THE OWNER'S REAL ESTATE PURCHASE CONTRACT, OR (II) IN THE CASE OF A LOT UNDER CONTRACT ON THE DATE THIS CONDOMINIUM DECLARATION IS RECORDED, WITHIN 30 DAYS OF THE DATE THE DEED OF CONVEYANCE TRANSFERRING THE CONDOMINIUM IS RECORDED IN THE OFFICIAL RECORDS OF DAVIS COUNTY, UTAH, AND MUST STATE THAT THE OWNER DOES NOT WANT ARBITRATION TO APPLY TO THE MATTERS DESCRIBED IN THIS Article 13. ANY OPT OUT WILL RENDER THIS ARBITRATION PROVISION NULL AND VOID BUT WILL HAVE NO OTHER EFFECT ON THE OWNER'S RIGHTS.

16.2 Arbitration Terms Defined. In the arbitration provision described in this Article 16 ("Arbitration Provision"), the following capitalized words, phrases or terms have the meanings set forth below:

16.2.1 "Institutional Party" means Declarant and Declarant Affiliates; the Condominium Association during the period of control pursuant to Section 2.17 above; any third party that provides any product or service to a Consumer Party in connection with this Condominium Declaration, if and only if such third party is named as a co-party with another Institutional Party in a Claim asserted by a Consumer Party; their successors and assigns; and the agents, representatives, members, employees, officers and/or directors of the foregoing entities.

16.2.2 "Consumer Party" means the Owners; their heirs, successors and assigns; and the Townhome Association after the period of control pursuant to Section 2.17 above.

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16.2.3 "Bound Party" means any Institutional Party or Consumer Party who asserts a Claim or has a Claim asserted against such party.

16.2.4 "Claim" means any claim, dispute or controversy between an Institutional Party and a Consumer Party, other than an Exempt Claim, arising out of or relating in any way to this Condominium Declaration or any other Condominium Project Documents, the Property, the Project, the Condominiums, including any such claim, dispute or controversy regarding or arising over the marketing and sale of Condominiums; the terms of this Condominium Declaration or any other Condominium Project Documents; the design, specifications, surveying, planning, supervision, testing, observation of construction or construction of an Improvement to, or survey of, the Property; or the maintenance or use of the Property. This includes, without limitation, disputes concerning the validity, enforceability, arbitrability or scope of this Arbitration Provision or this Condominium Declaration; disputes involving alleged fraud or misrepresentation, breach of contract, negligence or violation of statute, regulation or common law; and disputes involving requests for declaratory relief, injunctions or other equitable relief.

16.2.5 "Exempt Claim" means any of the following Claims, which will not be subject to this Arbitration Provision: any individual action brought by a Consumer Party in small claims court or a relevant state's equivalent court, unless such action is transferred, removed, or appealed to a different court; any action to effect a judicial or non-judicial foreclosure; any eviction or other summary proceeding to secure possession of real property or an interest therein; any action in any bankruptcy proceeding to assert, collect, protect, realize upon or obtain possession of the collateral for any amount owed; any action to quiet title; any action insofar as it seeks provisional or ancillary remedies in connection with any of the foregoing; any self-help remedy, such as the refusal of an Institutional Party to allow a Consumer Party to use a Townhome or Lot, or any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind; and any dispute concerning the validity and effect of Section 13.8 below, the ban on class actions and certain other proceedings (the "Class Action Ban"). Notwithstanding the prior sentence, at the request of a Consumer Party, the Institutional Parties will agree to arbitrate under this Arbitration Provision any matter covered by items (ii)–(vi) above if arbitration will afford the parties substantially the same rights and remedies as a court action. Any dispute regarding the question of whether arbitration will afford the parties substantially the same rights and remedies as a court action is also an Exempt Claim and shall be determined exclusively by the court and not by an arbitrator. If one or more Institutional Parties are allowed to proceed outside arbitration with respect to any of the matters covered by items (ii)–(vi) above, the Consumer Party may assert in court on an individual basis any related defenses or Claims such Consumer Party may have.

16.2.6 "Administrator" means either of the following companies to be selected by the Bound Party initiating the arbitration: JAMS, 18881 Von Karman Ave. Suite 350 Irvine, CA 92612, www.jamsadr.com or the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, http://www.adr.org. However, neither JAMS nor AAA may serve as Administrator, without the consent of all Bound Parties asserting or defending a Claim, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Ban.

16.3 Arbitration of Claims

. Unless a Consumer Party has opted out of this Arbitration Provision, upon the election of any Consumer Party or Institutional Party asserting or defending a Claim, such Claim shall be resolved by binding individual (and not class) arbitration. Notice of an election to arbitrate a Claim may be given after a lawsuit begins and may be given in papers filed in the lawsuit. Any arbitration will be conducted in accordance with this Arbitration Provision and, to the extent consistent with this Arbitration Provision, the rules of the Administrator in effect at the time the Claim is filed.

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16.4 Fees. If a Consumer Party cannot obtain a waiver of any fees of the Administrator or arbitrator, the Institutional Parties will consider in good faith any request for them to pay such fees for the Consumer Party. Each Bound Party shall bear the fees and expenses of that Bound Party's attorneys, experts, and witnesses, provided that the Institutional Parties will bear the reasonable fees and expenses incurred by a Consumer Party if the Consumer Party prevails on a Claim the Consumer Party has asserted against the Institutional Parties. Also, the Institutional Parties will pay any arbitration, attorneys' and/or other fees and expenses they are required to pay by applicable law, or they are required to pay in order to enforce this Arbitration Provision. If a participatory arbitration hearing is requested, it will take place in Davis County, Utah or, if the Administrator determines that such location would be unfair to a Consumer Party, at a location reasonably convenient to such Consumer Party and the Institutional Parties.

16.5 Governing Law. This Arbitration Provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16 (the "FAA") and not state arbitration laws, provided that Utah law shall govern to the extent that state law is relevant under the FAA in determining the enforceability of this Arbitration Provision. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitations and privilege rules related to any Claim. The arbitrator shall award the remedies, if any, that would be available in an individual court proceeding if arbitration had not been elected. This includes, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorneys' fees and costs. Upon the timely request of any Bound Party, the arbitrator shall write a brief explanation of the grounds for his, her or its decision. In addition to the Bound Parties' rights under the Administrator's rules to obtain information prior to the hearing, any Bound Party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his, her or its sole discretion, after allowing the other Bound Party the opportunity to object.

16.6 Appeal of Arbitrator's Decision. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's decision will be final and binding, except for any appeal right under the FAA. However, for Claims involving more than $50,000, any Bound Party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider from the start any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Fees and costs associated with an appeal shall be governed by Section 13.4 above.

16.7 Jury Trial Waiver. IF A BOUND PARTY ELECTS TO ARBITRATE A CLAIM, NO BOUND PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM.

16.8 Class Action Ban. NO BOUND PARTY MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A REPRESENTATIVE, CLASS MEMBER OR OTHERWISE. NO BOUND PARTY MAY PARTICIPATE IN A PRIVATE ATTORNEY GENERAL PROCEEDING IN COURT OR IN ARBITRATION. NO CLAIMS BY OR AGAINST A BOUND PARTY MAY BE JOINED OR CONSOLIDATED WITH CLAIMS BY OR AGAINST ANY OTHER PERSON (EXCEPT FOR CLAIMS INVOLVING THE HEIRS AND SUCCESSORS OF SUCH CONSUMER PARTIES). THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION OR MULTI-PARTY ARBITRATION INCONSISTENT WITH THIS SECTION. Notwithstanding any language in this Arbitration Provision to the contrary, any dispute about the validity or effect of the above Class Action Ban shall be resolved by a court and not an arbitrator or the Administrator.

16.9 Severability. If a determination is made that any part of this Arbitration Provision is unenforceable (other than the Class Action Ban) or that this Arbitration Provision is unenforceable as to any party or parties, this provision shall nonetheless remain enforceable in all other respects and as to all other parties. If the Class Action Ban is held to be unenforceable in connection with any Claim subject to the Class Action Ban, this Arbitration Provision (other than this sentence) shall be null and void in such proceeding, provided that the Institutional Party seeking to enforce the Class Action Ban shall have the right to appeal at the earliest possible time any holding that the Class Action Ban is unenforceable.

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16.10 Notice of Claim; Right to Address. Prior to asserting a Claim, the Bound Party with the Claim (the "Claimant") shall give the Bound Party that is the subject of the Claim written notice of the Claim and a reasonable opportunity, not less than 30 days, to resolve the Claim. The Claimant's claim notice must include the Claimant's name, address and telephone number. Any claim notice must explain the nature of the Claim and the relief that is demanded. A Consumer Party may only submit a claim notice on his, her or its own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other Bound Party reasonably requests. If: a Consumer Party submits a claim notice in accordance with this Section on his, her or its own behalf (and not on behalf of any other party); the Institutional Party refuses to provide the requested relief; and an arbitrator subsequently determines that the Consumer Party was entitled to such relief (or greater relief), the arbitrator shall award the Consumer Party at least $5,100 (not including any arbitration fees and attorneys' fees and costs to which the Consumer Party may be entitled under this Arbitration Provision or applicable law).

ARTICLE XVII

GENERAL PROVISIONS

17.1 Intent and Purpose. The Provisions of this Declaration, and any Amendment, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a Project. Failure to enforce any provision, covenant, condition or restriction contained herein, or in any Amendment, shall not operate as a waiver of any such provision, covenant, condition or restriction, or of any other provision of this Declaration.

17.2 Construction. The provisions of this Declaration shall be in addition and supplement to the provisions of the Condominium Act and all other provisions of law. Whenever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The article and section headings are for convenience and reference only and are not intended to expand, limit or otherwise effect the meaning or interpretation of the provisions of this Declaration. The provisions hereof shall be deemed independent and several, and the invalidity or partial invalidity or unenforceability of any one provision or any portion thereof, shall not effect the validity or enforceability of any other provisions of this Declaration.

17.3 Lists of Owners and Eligible Mortgagees. The Board shall maintain up-to-date records showing: (a) the name of each person or entity who is an Owner, the address(es) of such Owner, and the Unit that is owned by such Owner, and (b) the name of each person or entity who is an Eligible First Mortgagee, the address of such person or entity and the Unit that is encumbered by the Mortgage held by such Eligible First Mortgagee. In the event of any transfer of a fee or undivided fee interest in a Condominium, either the transferor or transferee shall furnish the board with evidence establishing that the transfer has occurred and that the deed or other instrument accomplishing the transfer is of record in the office of the County Recorder of Davis County, Utah. The Board may for all purposes act and rely on the information concerning Owners and Condominium ownership which is thus acquired by it or, at its option, the Board may act and rely on current ownership information respecting any Condominium or Condominiums which is obtained from the office of the County Recorder of Davis County, Utah. The address(es) of an Owner shall be deemed to be the address of the Condominium owned by such person unless the Board is otherwise advised.

17.4 Amendment. Except as provided elsewhere in this Declaration, any amendment to this Declaration shall require the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association cast by written ballot, or in the alternative, in person or represented by proxy entitled to be cast at a meeting duly called for such purpose or otherwise approved in writing by such Owners. Any amendment authorized pursuant to this Section 17.4 shall be accomplished through the recordation in the office of the County Recorder of Davis County, Utah, of an instrument executed by the Association. In such instrument an officer or Trustee of the Association shall certify that the vote required by this Section for amendment has occurred. The Declarant alone may amend or terminate this Declaration prior to the

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closing of a sale of any Condominium.

17.5 Effective Date. This Declaration shall take effect upon recording.

17.6 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Condominium Act shall be the registered agent and address of the Association as shown on the official corporate records maintained in the office of the Division of Corporations and Commercial Code of the State of Utah. On the date of this Declaration, the registered agent of the Association is Sage Corporate Services, LLC, whose address is 140 N. Union Ave., Ste. 220, Farmington, Utah 84025.

17.7 Limitation on Association's Liability. The Association shall not be liable for any failure of water service or other utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person in or upon the Project, or resulting from electricity, water, rain, snow or ice which may leak or flow from outside or from any parts of the Buildings or their drains, pipes, conduits, appliances or equipment, or from any other place, unless caused by the grossly negligent or willful misconduct of the Association. No diminution or abatement of any assessments under this Declaration shall be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules or order of any governmental authority.

17.8 Rights of Action. The Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Declaration or the decisions of the Association. Owners shall have a similar right of action against the Association.

17.9 General Obligations. Each Owner shall enjoy and be subject to all rights and duties assigned to Owners pursuant to this Declaration. With respect to unsold Units, the Declarant shall enjoy the same rights and assumes the same duties with respect to each unsold Unit.

[Signatures Appear on the Following Page]

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the day and year first above written.

DECLARANT:
1300 Development, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: : _____

STATE OF UTAH)
: ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, the _____ of 1300 Development, LLC, a Utah limited liability company, on behalf of said limited liability company for its stated purpose.

Notary Public

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EXHIBIT "A"

(Attached to and forming a part of the Declaration of Condominium of the)

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EXHIBIT "B"

(Attached to and forming a part of the Declaration of Condominium of the [_____])

UNIT #	Square Footage	Undivided Ownership	Votes	Interest %

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EXHIBIT "C"

(Attached to and forming a part of the Declaration of Condominium of the [_____])

MAP

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EXHIBIT "D"

(Attached to and forming a part of the Declaration of Condominium of the [_____])

BYLAWS

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BYLAWS

OF

TBD CONDOMINIUM OWNERS ASSOCIATION, INC.
A Utah Nonprofit Corporation

Pursuant to the provisions of the Utah Nonprofit Corporation and Cooperative Association Act, the Board of Trustees of **TBD CONDOMINIUM OWNERS ASSOCIATION**, **INC**., a Utah nonprofit corporation, hereby adopts the following Bylaws for such nonprofit corporation.

ARTICLE I

NAME AND PRINCIPAL OFFICE

1.1 Name. The name of the nonprofit corporation is **TBD CONDOMINIUM OWNERS ASSOCIATION, INC.** (hereinafter referred to as the "Association").

1.2 Offices. The initial principal office of the Association shall be at _____.

ARTICLE II

DEFINITIONS

2.1 Definitions. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the DECLARATION OF CONDOMINIUM OF THE [_____] (hereinafter referred to as the "Declaration"), relating to the [_____], a Utah condominium project (hereinafter referred to as the "Condominium Project"), shall have such defined meanings when used in these Bylaws.

ARTICLE III

MEMBERS

3.1 Annual Meetings. The annual meeting of members shall be held on the FIRST TUESDAY in MARCH of each year at the hour of 7:00 P.M., beginning with the year following the year in which the Articles of Incorporation are filed, for the purpose of electing Trustees and transacting such other business as may come before the meeting. If the election of Trustees shall not be held on the day designated herein for the annual meeting of the members, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members to be convened as soon thereafter as may be convenient. The Board of Trustees may from time to time by resolution change the date and time for the annual meeting of the members.

3.2 Special Meetings. Special meetings of the members may be called by the Board of Trustees, the President or upon the written request of members holding not less than TWENTY PERCENT (20%) of the Total Votes of the Association, such written request to state the purpose or purposes of the meeting and to be delivered to the Board of Trustees or the President.

3.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place in Davis or Salt Lake Counties, State of Utah, as may be designated by the Board of Trustees and stated in the notice of the meeting.

3.4 Notice of Meetings. The Board of Trustees shall cause written or printed notice of the time, place and purposes of all meetings of the members (whether annual or special) to be delivered, not more than SIXTY (60) nor less than SEVEN (7) days prior to the meeting, to each member of record entitled to vote at such meeting. Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered

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personally, by mail, or by electronic means (i.e. e-mail, text messaging or another similar manner) to each Owner entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at such Owner's address as it appears in the office of the Association, with postage thereon prepaid. If sent by electronic means, such notice shall be deemed to be delivered when sent. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

3.5 Members of Record. Upon purchasing a Condominium in the Project, each Owner shall promptly furnish to the Association a certified copy of the recorded instrument by which ownership of such Condominium has been vested in such Owner, which copy shall be maintained in the records of the Association. For the purpose of determining members entitled to notice of or to vote at any meeting of the members, or any adjournment thereof, the Board of Trustees may designate a record date, which shall not be more than SIXTY (60) nor less than SEVEN (7) days prior to the meeting, for determining members entitled to notice of or to vote at any meeting of the members. If no record date is designated, the date on which notice of the meeting is mailed shall be deemed to be the record date for determining members entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Association on such record date as the owners of record of Condominiums in the Project shall be deemed to be the members of record entitled to notice of and to vote at the meeting of the members.

3.6 Quorum. At any meeting of the members, the presence of members holding, or holders of proxies entitled to cast, more than seventy-five percent (75%) of the Total Votes of the Association shall constitute a quorum for the transaction of business. In the event a quorum is not present at a meeting, the members present (whether represented in person or by proxy), though less than a quorum, may adjourn the meeting to a date no later than thirty (30) days from the date of the originally scheduled meeting. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be delivered to the members in the manner prescribed for regular meetings of the Association. At the reconvened meeting, the members and proxy holders present shall constitute a quorum for the transaction of business.

3.7 Proxies. At each meeting of the members, each member entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the member himself or by his attorney thereunto duly authorized in writing. If a membership is jointly held, the instrument authorizing a proxy to act must have been executed by all holders of such membership or their attorneys thereunto duly authorized in writing. Such instrument authorizing a proxy to act shall be delivered at the beginning of the meeting to the Secretary of the Association or to such other officer or person who may be acting as secretary of the meeting. The secretary of the meeting shall enter a record of all such proxies in the minutes of the meeting.

3.8 Votes. With respect to each matter submitted to a vote of the members, each member entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Condominium of such member, as shown in the Declaration. The affirmative vote of a majority of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the members, unless a greater proportion is required by the Articles of Incorporation, these Bylaws, the Declaration or Utah law. The election of Trustees shall be by secret ballot. If a membership is jointly held, all or any holders thereof may attend each meeting of the members. Where membership is jointly held by two persons, such holders must act unanimously to cast the votes relating to such membership. Where three or more persons jointly hold the membership, such holders shall cast the votes relating to such membership as the majority of said holders shall agree among themselves.

3.9 Waiver of Irregularities. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting form of proxies, and method of ascertaining members present, shall be deemed

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waived if no objection is made at the meeting.

3.10 Informal Action by Members. Any action that is required or permitted to be taken at a meeting of the members may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

ARTICLE IV BOARD OF TRUSTEES

4.1 General Powers. The property, affairs and business of the Association shall be managed by its Board of Trustees. The Board of Trustees may exercise all of the powers of the Association, whether derived from law or the Articles of Incorporation, except such powers as are by law, by the Articles of Incorporation, by these Bylaws or by the Declaration vested solely in the members. The Board of Trustees may by written contract delegate, in whole or in part, to a professional management organization or person such of its duties, functions and powers as are properly delegable.

4.2 Number, Tenure and Qualifications. The number of Trustees of the Association shall be no less than three (3). The initial Board of Trustees specified in the Articles of Incorporation shall serve until either Declarant elects substitute Trustees for such initial Board or the Declarant turns over to the members, as provided in Section 7.2 of the Declaration, the responsibility for electing Trustees, whichever first occurs.

4.3 Regular Meetings. The regular annual meeting of the Board of Trustees shall be held without other notice than these Bylaws immediately after, and at the same place as, the annual meeting of the members. The Board of Trustees may provide by resolution the time and place, within Davis County, State of Utah, for the holding of additional regular meetings without other notice than such resolution. At the first annual meeting of the members held after the Declarant turns over to the members responsibility for electing Trustees, the members shall elect three (3) Trustees to replace all of the then serving Trustees and to serve for the following respective terms: two (2) Trustees to serve for a term of two (2) years each and one (1) Trustee to serve for a term of one (1) year. At each annual meeting thereafter, the members shall elect for terms of two (2) years each the appropriate number of Trustees to fill all vacancies created by expiring terms of Trustees.

4.4 Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of any Trustee. The person or persons authorized to call special meetings of the Board of Trustees may fix any place, within Davis or Salt Lake Counties, State of Utah, as the place for holding any special meeting of the Board of Trustees called by such person or persons. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered personally or mailed to each Trustee at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first class postage thereon prepaid. Any Trustee may waive notice of a meeting.

4.5 Quorum and Manner of Acting. A majority of the then authorized number of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board of Trustees. The act of a majority of the Trustees present at any meeting at which a quorum is present shall be the act of the Board of Trustees. The Trustees shall act only as a Board, and individual Trustees shall have no powers as such.

4.6 Compensation. No Trustee shall receive compensation for any services that he may render to the Association as a Trustee; provided, however, that a Trustee may be reimbursed for expenses incurred in performance of his duties as a Trustee to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a Trustee (e.g., as a manager).

4.7 Resignation and Removal. A Trustee may resign at any time by delivering a written resignation to either the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Trustee, except a Trustee appointed by the Declarant, may be removed at any time, for or without cause, by the affirmative vote of sixty-seven percent (67%) of the Total Votes of the Association at a special meeting of the members duly called for that purpose.

4.8 Vacancies and Newly Created Trusteeships. If vacancies shall occur in the Board of Trustees

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by reason of the death, resignation or disqualification of a Trustee (other than a Trustee appointed by Declarant), the Trustees then in office shall continue to act, and such vacancies shall be filled by a vote of the Trustees then in office, though less than a quorum, in any way approved by such Trustees at the meeting. Any vacancy in the Board of Trustees occurring by reason of removal of a Trustee by the members may be filled by election at the meeting at which such Trustee is removed. If the authorized number of Trustees shall be increased, such newly created Trusteeships shall be filled by election of the members at a special meeting or annual meeting of the members. If vacancies shall occur in the Board of Trustees by reason of death, resignation or removal of a Trustee appointed by the Declarant, such vacancies shall be filled by appointments to be made by the Declarant. Any Trustee elected or appointed hereunder to fill a vacancy shall serve the unexpired term of his predecessor or for the term of the newly created Trusteeship, as the case may be.

4.9 Informal Action by Trustees. Any action that is required or permitted to be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Trustees.

ARTICLE V

OFFICERS

5.1 Officers. The officers of the Association shall be a President, a Secretary and a Treasurer. The Association may also have such other officers as may from time to time be appointed by the Board of Trustees.

5.2 Election, Tenure and Qualifications. The officers of the Association shall be chosen by the Board of Trustees annually at the regular annual meeting of the Board of Trustees. In the event of failure to choose officers at such regular annual meeting of the Board of Trustees, officers may be chosen at any regular or special meeting of the Board of Trustees. Each such officer (whether chosen at a regular annual meeting of the Board of Trustees or otherwise) shall hold his office until the next ensuing regular annual meeting of the Board of Trustees and until his successor shall have been chosen and qualified, or until his death, or until his resignation, disqualification or removal in the manner provided in these Bylaws, whichever first occurs. Any one person may hold any two or more of such offices, except that the President may not also be the Secretary. No person holding two or more offices shall act in or execute any instrument in the capacity of more than one office. The President shall be and remain a Trustee of the Association during the entire term of his or her respective office. No other officer need be a Trustee.

5.3 Subordinate Officers. The Board of Trustees may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority and perform such duties as the Board of Trustees may from time to time determine. The Board of Trustees may from time to time delegate to any officer or agent the power to appoint any such subordinate officers or agents and to prescribe their respective titles, terms of office, authorities and duties. Subordinate officers need not be members or Trustees of the Association.

5.4 Resignation and Removal. Any officer may resign at any time by delivering a written resignation to the President or the Board of Trustees. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Trustees at any time, for or without cause.

5.5 Vacancies and Newly Created Offices. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Trustees at any regular or special meeting.

5.6 The President. The President shall preside at meetings of the Board of Trustees and at meetings of the members. The Secretary shall sign on behalf of the Association all conveyances, mortgages documents and contracts and shall do and perform all other acts and things that the Board of Trustees may require of him or her.

5.7 The Secretary. The Secretary shall keep the minutes of the Association and shall maintain such

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books and records as these Bylaws, the Declaration or any resolution of the Board of Trustees may require to keep. The Secretary shall also act in the place and stead of the President in the event of the absence of the President or the President's inability or refusal to act. The Secretary shall be the custodian of the seal of the Association, if any, and shall affix such seal, if any, to all papers and instruments requiring the same. The Secretary shall perform such other duties as the Board of Trustees may require of him or her.

5.8 The Treasurer. The Treasurer shall have the custody and control of the funds of the Association, subject to the action of the Board of Trustees, and shall, when requested by the President to do so, report the state of the finances of the Association at each annual meeting of the members and at any meeting of the Board of Trustees. The Treasurer shall perform such other duties as the Board of Trustees may require of him or her.

5.9 Compensation. No officer shall receive compensation for any services that he may render to the Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of his duties as an officer to the extent such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as an officer (e.g., as a manager).

ARTICLE VI

COMMITTEES

6.1 Designation of Committees. The Board of Trustees may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions and powers. The membership of each such committee designated hereunder shall include at least one (1) Trustee. No committee member shall receive compensation for services that he may render to the Association as a committee member; provided, however, that a committee member may be reimbursed for expenses incurred in performance of his duties as a committee member to the extent that such expenses are approved by the Board of Trustees and (except as otherwise provided in these Bylaws) may be compensated for services rendered to the Association other than in his capacity as a committee member.

6.2 Proceedings of Committees. Each committee designated hereunder by the Board of Trustees may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Trustees.

6.3 Quorum and Manner of Acting. At each meeting of any committee designated hereunder by the Board of Trustees, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two members) shall constitute at quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Trustees hereunder shall act only as a committee, and the individual members thereof shall have not powers as such.

6.4 Resignation and Removal. Any member of any committee designated hereunder by the Board of Trustees may resign at any time by delivering a written resignation to the President, the Board of Trustees or the presiding officer of the committee of which he is a member. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Trustees may at any time, for or without cause, remove any member of any committee designated by it hereunder.

6.5 Vacancies. If any vacancy shall occur in any committee designated by the Board of Trustees hereunder, due to disqualification, death, resignation, removal or otherwise, the remaining members shall, until the filling of such vacancy, constitute the then total authorized membership of the committee and, provided that two or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Trustees.

ARTICLE VII

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INDEMNIFICATION

7.1 Indemnification of Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by an adverse judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

7.2 Indemnification of Association Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Trustee or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

7.3 Determinations. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 7.1 or 7.2 hereof, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith. Any other indemnification under Section 7.1 or 7.2 hereof shall be made by the Association only upon a determination that indemnification of the person is proper in the circumstances because he has met the applicable standard of conduct set forth respectively in Sections 7.1 or 7.2 hereof. Such determination shall be made either (i) by the Board of Trustees by a majority vote of disinterested Trustees, or (ii) by independent legal counsel in a written opinion, or (iii) by the members or the affirmative vote of at least fifty percent (50%) of the Total Votes of the Association at any meeting duly called for such purpose.

7.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding as contemplated in this article may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon a majority vote of a quorum of the Board of Trustees and upon receipt of an undertaking by or on behalf of the person to repay such amount or amounts unless it ultimately be determined that he is entitled to be indemnified by the Association as authorized by this article or otherwise.

7.5 Scope of Indemnification. The indemnification provided for by this article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any provision in the Association's Articles of Incorporation, Bylaws, agreements, vote disinterested members or Trustees or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The indemnification authorized by this article shall apply to all present and future Trustees,

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officers, employees and agents of the Association and shall continue as to such persons who cease to be Trustees, officers, employees or agents of the Association and shall inure to the benefit of the heirs and personal representatives of all such persons and shall be in addition to all other rights to which such persons may be entitled as a matter of law.

7.6 Insurance. The Association may purchase and maintain insurance on behalf of any person who was or is a Trustee, officer, employee or agent of the Association, or who was or is serving at the request of the Association as a Trustee, director, officer, employee or agent of another corporation, entity or enterprise (whether for profit or not for profit), as may be required by Article X of the Declaration.
7.7 Payments and Premiums. All indemnification payments made, and all insurance premiums for insurance maintained, pursuant to this article shall constitute expenses of the Association and shall be paid with funds from the Common Expense Fund referred to in the Declaration.

ARTICLE VIII

FISCAL YEAR AND SEAL

8.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year and end on the 31st day of December next following, except that the first fiscal year shall begin on the date of incorporation.

8.2 Seal. The Board of Trustees may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words “Corporate Seal”.

ARTICLE IX

RULES AND REGULATIONS

9.1 Rules and Regulations. The Board of Trustees may from time to time adopt, amend, repeal and enforce reasonable rules and regulations governing the use and operation of the Project, to the extent that such rules and regulations are not inconsistent with the rights and duties set forth in the Articles of Incorporation, the Declaration or these Bylaws. The members shall be provided with copies of all rules and regulations adopted by the Board of Trustees and with copies of all amendments and revisions thereof.

ARTICLE X

AMENDMENTS

10.1 Amendments. Except as otherwise provided by law, by the Articles of Incorporation, by the Declaration or by these Bylaws, these Bylaws may be amended, altered or repealed and new bylaws may be made and adopted by the members upon the affirmative vote of at least sixty-seven percent (67%) of the Total Votes of the Association; provided, however, that such action shall not be effective unless and until a written instrument setting forth (i) the amended, altered, repealed or new bylaw, (ii) the number of votes cast in favor of such action, and (iii) the Total Votes of the Association shall have been executed and verified by the current President of the Association and recorded in the office of the County Recorder of Davis County, State of Utah.

[Signatures Appear on the Following Page]

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IN WITNESS WHEREOF, the undersigned, being the sole initial Trustee of [_____] Condominium Owners' Association, Inc., has executed these Bylaws effective as of the _____ day of _____, 2020.

By: _____, the Secretary

VERIFICATION

STATE OF UTAH)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me _____ who, being by me duly sworn, did say, that he is the sole member of the Board of Trustees of [_____], Inc., and that the foregoing instrument was signed on behalf of said corporation, and said _____ duly acknowledged to me that he executed the same on behalf of said corporation for its stated purpose.
NOTARY PUBLIC

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List for additional ARPA money

- upgraded generator system
- PPE & disinfection supplies
- Sally port
- Building sanitation after multiple people have been in the building
- Hepa filters
- Veteran's park so people have a place to go to get out of the house ($200,000-$300,000)
- Funding for virtual services, victims advocate, police & fire departments, etc. – to take care of those who take care of the citizens
- Public Order Unit (POU) equipment for Police
- Basement rooms for PD evidence and to secure PPE supplies – added 7/20/21