



RIVERDALE CITY PLANNING COMMISSION AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – AUGUST 23, 2022

6:00 p.m. – Planning Commission Work Session Meeting (Conference Room)

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

Planning Commission Work Session Items -Planning Commission Training to be determined

6:30 p.m. – Planning Commission Meeting (Council Chambers)

A. Welcome & Roll Call

B. Public Comment

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

C. Presentations and Reports

D. Consent Items

1. Consideration of Meeting Minutes from:
August 9, 2022 Work Session
August 9, 2022 Regular Meeting

E. Action Items

1. Consideration of Conditional Use Permit request for proposed Internal Accessory Dwelling Unit (IADU) residential property use located at approximately 4500 South 1025 West, as requested by Rick and Tina Milligan.
2. Consideration of Conditional Use Permit request for proposed body art/tattooing parlor studio property use located in a suite at approximately 750 West Riverdale Road within 5th Avenue Salons, as requested by Albert Shiffler.
3. Consideration to approve Coleman Vu Heights PRUD Preliminary Subdivision plan and plat, located at approximately 5368 South 1050 West, Riverdale, Utah 84405, as requested by RD Development Group.
4. a. Review and discussion of Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.
b. Consideration to set a Public Hearing for Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.
5. a. Review and discussion of House Bill 462 requirement to update Moderate Income Housing Plan element of the Riverdale City General Plan and to discuss new requirements to be included in Moderate Income Housing Plan element.
b. Consideration to set a Public Hearing regarding proposed update to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements to be included in Moderate Income Housing Plan element.

Items presented by: Mike Eggett, Community Development

F. Comments

1. Planning Commission
2. City Staff

G. Adjournment

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

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 19th day of August, 2022 at the following locations: 1) Riverdale City Hall Noticing Board 2) the City website at <http://www.riverdalecity.com/> 3) the Public Notice Website: <http://www.utah.gov/pmn/index.html> and 4) A copy was also provided to the Standard-Examiner.

Michelle Marigoni
Riverdale City Recorder

Minutes of the **Work Session** of the Riverdale City **Planning Commission** held Tuesday August 9, 2022, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr, 4360 S Parker Dr., Riverdale City, Weber County, Utah.

Present:

Commissioners:	Kathy Eskelsen, Chairman Robert Wingfield, Vice Chairman Blair Jones, Commissioner Rikard Hermann, Commissioner Wanda Ney, Commissioner
City Employees:	Mike Eggett, Community Development Michelle Marigoni, City Recorder
Excused:	Kent Anderson, Commissioner Amy Ann Spiers, Commissioner

A. Welcome & Roll Call

The Planning Commission Work Session began at 6:02 p.m. Chairman Eskelsen welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present except Commissioner Anderson and Commissioner Spiers, who were excused.

B. Public Comment

C. Presentations and Reports

Chairman Eskelsen turned the time over to Mr. Eggett, who reported the following:

- City Council approved Lesley's Mobile Home Park to R-4 on 7/19/2022
- Target sign CUP was approved
- Sierra and HomeGoods have received building permits
- Super Chix is moving into the old Sweeto Burrito space
- J Dawgs has received a building permit
- Take 5 is moving quickly
- Motor Vu subdivision site plan has been received
- A Truth in Taxation hearing is scheduled for 8/16/2022
- The Shoko building is being purchased. This is nearly complete.
- AmeriCarpets announced via social media that they have purchased the building and are relocating to the old RC Willey warehouse space.

D. Consent Items

Consideration of Meeting Minutes from July 12, 2022 Work Session and July 12, 2022 Regular Meeting.

Chairman Eskelsen asked if there were any changes to the minutes from the meetings. There were no changes.

E. Action Items

1. a. Public hearing to receive and consider comments regarding proposed updated roadway vacation petition for Cozy Dale Drive (1500 West), 4650 South, 4675 South, 4800 South, 1300 West, and 1350 West as located between approximately 4800 South and 4400 South, Riverdale, Utah, as requested by America First Federal Credit Union and AWA Engineering.

b. Consideration to forward a recommendation to the City Council regarding proposed roadway vacation petition for Cozy Dale Drive (1500 West), 4650 South, 4675 South, 4800 South, 1300 West, and 1350 West as located between approximately 4800 South and 4400 South, Riverdale, Utah, 84405 as requested by America First Federal Credit Union and AWA Engineering.

Mr. Eggett explained there was a street missing on the previous roadway vacation, so this is an addendum for 4800 South. If recommended for approval, and it changes again, it will not need to come back to the Planning Commission.

2. Consideration to recommend City Council approval of the Final Site Plan for Shake Shack Riverdale, located at approximately 4142 South Riverdale Road, Riverdale, Utah 84405, as requested by Shake Shack and McNeil Engineering.

Mr. Eggett said most previous issues have been resolved and went over the executive summary. He mentioned a design review needs to be completed before going to City Council, and they still need to figure out water rights. Public Works has

several issues regarding water, and the city engineer has six. Mr. Hermann asked if the water rights from the previous business will count toward the water requirement. Mr. Eggett said they would, though it is not enough.

3. Consideration to recommend City Council approval of the Final Site Plan for Riverdale Townhomes residential project, located at approximately 4086 South 300 West, Riverdale, Utah 84405, as requested by Riverdale Center North, LLC and AWA Engineering.

Mr. Eggett briefly went over the executive summary and noted they will be represented at the meeting by Jake Tate. The zoning allows townhomes and there is a possibility the general plan update may change the area to residential from commercial. Public Works and engineering have several concerns, and water rights still need to be acquired. Additionally, Weber County is requesting clear addressing of the units on the final plat due to the private roads.

Commissioner Ney asked about the street width. Mr. Eggett clarified that these are not streets, but private drives, and so the width is not regulated by the city. There was general discussion about the style of the townhomes.

Items presented by: Mike Eggett, Community Development

F. Comments

G. Adjournment

As there was no further business to discuss, the Planning Commission Work Session meeting adjourned at 6:31 pm.

Date Approved: _____

Minutes of the **Regular Session** of the Riverdale City **Planning Commission** held Tuesday, August 9, 2022, at 6:30 p.m., at the Community Center, 4360 S Parker Dr., Riverdale City, Weber County, Utah.

Present:

Commissioners:	Kathy Eskelsen, Chairman Robert Wingfield, Vice Chairman Blair Jones, Commissioner Rikard Hermann, Commissioner Wanda Ney, Commissioner
City Employees:	Mike Eggett, Community Development Michelle Marigoni, City Recorder
Excused:	Kent Anderson, Commissioner Amy Ann Spiers, Commissioner
Visitors:	Jake Tate Natalie Nichols Tim Snideman Kim Choate Ted Didas Taukivuea

A. Welcome & Roll Call

- B.** The Planning Commission Meeting began at 6:33 p.m. Chairman Eskelsen welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present except Commissioner Anderson and Commissioner Spiers, who were excused.

C. Public Comment

Chairman Eskelsen asked if any public were present with comments. There was no public comment.

D. Presentations and Reports

- E.** Chairman Eskelsen turned the time over to Mr. Eggett, who reported the following:
- City Council approved Lesleys Mobile Home Park rezone on 7/19
 - Target's sign Conditional Use Permit was approved
 - Sierra/HomeGoods have pulled building permits
 - Sweeto Burrito building will be Super Chix
 - J Dawgs pulled building permit

F. Consent Items

Consideration of Meeting Minutes from July 12, 2022 Work Session and July 12, 2022 Regular Meeting.

Chairman Eskelsen asked if there were any changes to the minutes. There were no changes. Commissioner Wingfield moved to approve the minutes; Commissioner Hermann seconded the motion, and all were in favor. Minutes approved.

G. Action Items

- 1. a. Public hearing to receive and consider comments regarding proposed updated roadway vacation petition for Cozy Dale Drive (1500 West), 4650 South, 4675 South, 4800 South, 1300 West, and 1350 West as located between approximately 4800 South and 4400 South, Riverdale, Utah, as requested by America First Federal Credit Union and AWA Engineering.**

Mr. Eggett explained this was approved by the Planning Commission but needed to be done again to add 4800 South.

Commissioner Jones moved to open the public hearing. Seconded by Commissioner Wingfield. All in favor. No public comment.

Commissioner Jones moved to close the public hearing. Seconded by Commissioner Wingfield. All in favor.

b. Consideration to forward a recommendation to the City Council regarding proposed roadway vacation petition for Cozy Dale Drive (1500 West), 4650 South, 4675 South, 4800 South, 1300 West, and 1350 West as located between approximately 4800 South and 4400 South, Riverdale, Utah, 84405 as requested by America First Federal Credit Union and AWA Engineering.

Motion: Commissioner Wingfield moved to forward a positive recommendation to the City Council.

Second: Commissioner Jones

Roll Call Vote:

Commissioner Spiers: Excused
Commissioner Anderson: Excused
Commissioner Eskelsen: Yes
Commissioner Jones: Yes
Commissioner Hermann: Yes
Commissioner Wingfield: Yes
Commissioner Ney: Yes

Passes unanimously.

2. Consideration to recommend City Council approval of the Final Site Plan for Shake Shack Riverdale, located at approximately 4142 South Riverdale Road, Riverdale, Utah 84405, as requested by Shake Shack and McNeil Engineering.

Mr. Eggett went over the executive summary and noted Ted Didas was present representing Shake Shack and McNeil Engineering. He explained most of the previous issues have been resolved, but they still need to figure out water rights and have a Design Review Committee review. Public Works has several comments pertaining to water and the city engineer has a few concerns. He went over these comments as noted in the packet.

Mr. Didas addressed the commission for questions. Mrs. Ney asked for clarification and if the comments need to be addressed before it is sent to City Council. Mr. Eggett explained this could be addressed in the motion. Mrs. Ney expressed concern about grass being included in the landscaping. Mr. Didas and Mr. Eggett clarified that this would be more like native grasses and drought resistant plants. Mr. Eggett noted there are some slope difficulties and

Motion: Commissioner Hermann moved to recommend approval of the site plan for Shake Shack, provided all staff and engineering concerns are addressed before the council meeting.

Second: Commissioner Ney

Roll Call Vote:

Commissioner Wingfield: Yes
Commissioner Hermann: Yes
Commissioner Jones: Yes
Commissioner Ney: Yes
Commissioner Eskelsen: Yes
Commissioner Spiers: Excused
Commissioner Anderson: Excused

Passes unanimously.

3. Consideration to recommend City Council approval of the Final Site Plan for Riverdale Townhomes residential project, located at approximately 4086 South 300 West, Riverdale, Utah 84405, as requested by Riverdale Center North, LLC and AWA Engineering.

Mr. Eggett went over the executive summary and said Jake Tate from AWA Engineering is representing all parties. No public hearing is required for this request.

Weber County has requested clear addressing on the final plat, due to the private roads, for emergency services. The water right transfer documentation is still needed. He went over staff and city engineer comments. These properties will be operated as rental units.

Mr. Tate addressed commissioners and said they are almost there on water rights, as they have acquired 18 acre feet. Mrs. Ney asked about the addressing and if the addresses change as the road bends. Mr. Tate said they will all have the same address, but each unit will have a block and unit number. Mr. Eggett explained how addressing is determined. Mrs. Eskelsen asked what the square footage is. Mr. Tate said it's about 1800 plus the garage. They will be two or three bedrooms. The living space will be on the second and third floors. The garages accommodate two cars and a separate lot with 33 stalls is available for visitor parking.

A member of the public asked if these homes are designed only for young people.

Mr. Tate said the vertical nature of the townhome does require stair usage, which may preclude some tenants, but there is no age requirement.

Motion: Commissioner Hermann moved to approve the preliminary site plan for Riverdale Townhomes provided all staff and engineering concerns are addressed.

Second: Commissioner Wingfield

Discussion on motion:

Roll Call Vote:

Commissioner Ney:	Yes
Commissioner Wingfield:	Yes
Commissioner Eskelsen:	Yes
Commissioner Hermann:	Yes
Commissioner Jones:	Yes
Commissioner Anderson:	Excused
Commissioner Spiers:	Excused

Passes unanimously.

H. Comments

I. Adjournment

As there was no further business to discuss, Commissioner Hermann moved to adjourn. This was seconded by Commissioner Ney and the Planning Commission meeting adjourned at 7:02 p.m.

Date Approved: _____

RIVERDALE CITY
PLANNING COMMISSION AGENDA
August 23, 2022

AGENDA ITEM: E1

- SUBJECT:** Consideration of Conditional Use Permit request for proposed Internal Accessory Dwelling Unit (IADU) residential property use located at approximately 4500 South 1025 West, as requested by Rick and Tina Milligan.
- PRESENTER:** Mike Eggett, Community Development
- INFORMATION:**
- a. [4500 S 1025 W ADU – Milligan Cond Use Edited App \[20220809\]](#)
 - b. [IADU Codes – RCC 10-14-14](#)
 - c. [Cond Use Basis Review – RCC 10-19-5](#)

[BACK TO AGENDA](#)



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405
Acct #10-36-9000

CONDITIONAL USE PERMIT

APPLICATION

DATE 8/9/2022
ADDRESS OF SITE 4500 So. 1035 W.
APPLICANT'S NAME Rick and Tina Mulligan
ADDRESS same
PHONE NUMBER On file

NOTE: Plans: Detailed location, site and building plans shall accompany the completed application forms provided by the city. For structures in existence, only a location plan need be provided.

☒ SITE PLAN RECEIVED ☐ BUILDING PLANS RECEIVED

Present Zoning of the Property: R2 Present Use of the Property: Single Family Dwelling
Acreage of the Property: .38 Width of Property on the Street: 84'
Proposed Conditional Use of Property: Secondary Dwelling Unit
SIGNED: Tina M. Mulligan DATE: 8/9/2022
I authorize _____ to act as my representative in all matters relating to this application.

OWNER

AGENT AS AUTHORIZED BY OWNER

PLANNING COMMISSION SCHEDULED TO HEAR THIS APPLICATION FOR CONDITIONAL USE ON:

DATE: 8/23/2022 DECISION OF COMMISSION: _____
SIGNATURE OF CHAIRPERSON: _____ DATE: _____

PLANNING COMMISSION PUBLIC HEARING:

DATE: — DECISION OF COMMISSION: N/A
SIGNATURE OF CHAIRPERSON: N/A DATE: —

Fee \$75.00 Date Paid: 8/9 2022 Receipt No. 15.551410

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551410

Aug 9, 2022

RICK MILLIGAN

Previous Balance:	.00
MISCELLANEOUS - CONDITIONAL USE PERMIT	75.00
10-36-9000 SUNDRY REVENUE	

Total:	75.00
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CHECK	Check No: 9107	75.00
Total Applied:		75.00

Change Tendered:	.00
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08/09/2022 11:55 AM



4500 South 1025 W - Back



4500 So. 1025 W Front

10-14-14: INTERNAL ACCESSORY DWELLING UNITS (IADUS):

Internal accessory dwelling units (IADUs) are conditionally permitted in the following residential zones: A-1, A-2, RE-15, RE-20, R-1-10, and R-2 zones. Internal accessory dwelling units are not permitted or allowed in the following residential zones: R-1-8, R-1-6, R-1-4.5, R-3, R-4, R-5, and RMH-1 zones.

Internal accessory dwelling units may only be established within owner occupied homes, located within, underneath or above the primary single-family dwelling unit. Any conditionally permitted and approved internal accessory dwelling unit shall be incidental to the primary residential use and shall meet the following minimum standards:

All bedrooms shall have available a mode of window egress for residents occupying the primary residence and also a mode of window egress for residents occupying internal accessory dwelling unit bedrooms;

The internal accessory dwelling unit shall not change or alter in anyway the exterior appearance of the primary dwelling;

The internal accessory dwelling unit shall be designed with a secondary entrance in a manner that the primary dwelling appears visually and functionally as if it were a single-family dwelling without a rental unit;

No internal accessory dwelling unit will be conditionally permitted for a primary dwelling receiving service from a failing septic tank on the residential property;

The internal accessory dwelling unit shall have its own off-street parking provided on the primary dwelling premises. Existing units will be grandfathered until the property is sold and the new owner must be a resident of one of the units. (Ord. 655, 4-4-2006; amd. Ord. 937, 8-17-2021)

10-19-5: BASIS FOR REVIEW OF CONDITIONAL USE PERMIT:

The planning commission shall review a conditional use permit with evidence presented to establish that:

- A. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
- B. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.
- C. The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community; and
- D. Such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complementary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs; and
- E. The proposed use conforms to the goals, policies and conditions specified in this chapter for such use; and
- F. That the proposed use conforms to the goals, policies and governing principles and land use of the master plan for the city; and
- G. The proposed use will not lead to the deterioration of the environment, or ecology of the general area, nor will it produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally affect, to any appreciable degree, public or private property, including the operation of existing uses thereon, in the immediate vicinity or the community or area as a whole. (Ord. 665, 8-19-2008)

RIVERDALE CITY
PLANNING COMMISSION AGENDA
August 23, 2022

AGENDA ITEM: E2

SUBJECT: Consideration of Conditional Use Permit request for proposed body art/tattooing parlor studio property use located in a suite at approximately 750 West Riverdale Road within 5th Avenue Salons, as requested by Albert Shiffler.

PRESENTER: Mike Eggett, Community Development

INFORMATION:

- a. [750 W Riv Rd Tattoo Req – Shiffler Cond Use App \[20220808\]](#)
- b. [C-3 Uses – RCC 10-10a-4](#)
- c. [Cond Use Basis Review – RCC 10-19-5](#)

[BACK TO AGENDA](#)



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405

CONDITIONAL USE PERMIT APPLICATION

~~\$75~~ ~~\$50~~ Sundry
10-36-9000

DATE 8/3/22
ADDRESS OF SITE 750 W RIVERDALE RD RIVERDALE UT 84405
APPLICANT'S NAME ALBERT SHIFFLER APOTHIC INK AND DESIGNS
ADDRESS 2728 FOWLER AVE OGDEN UT 84403
PHONE NUMBER 385-259-5772

NOTE: Plans: Detailed location, site and building plans shall accompany the completed application forms provided by the city. For structures in existence, only a location plan need be provided.

☒ SITE PLAN RECEIVED ☐ BUILDING PLANS RECEIVED

Present Zoning of the Property: C-3 Present Use of the Property: SALON/TATTOO
Acreage of the Property: 700 Crossing Width of Property on the Street:
Proposed Conditional Use of Property: BODY ART / TATTOOING

SIGNED: [Signature] DATE: 8/8/2022

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

[Signature] OWNER [Signature] AGENT AS AUTHORIZED BY OWNER

PLANNING COMMISSION SCHEDULED TO HEAR THIS APPLICATION FOR CONDITIONAL USE ON:

DATE: 8/23/2022 DECISION OF COMMISSION:
SIGNATURE OF CHAIRPERSON: DATE:

PLANNING COMMISSION PUBLIC HEARING:

DATE: DECISION OF COMMISSION: N/A
SIGNATURE OF CHAIRPERSON: N/A DATE:

Fee ~~\$50.00~~ ⁷⁵ Date Paid: 8/8/2022 Receipt No. 1790/SS6PT

Apothic Ink and Designs

Conditional Use Permit Application

Thank you for taking the time to review the proposed plans for a private tattoo studio, Apothic Ink and Designs. The proposed location would be inside 5th Ave Salon Studios at 750 W Riverdale Rd (suite 10), Ogden, UT 84405.

There will be 2 artists working, myself and my wife Kayla Shiffler. We both have our Blood Born Pathogens certification, and CPR certifications through the Red Cross. We are both studio trained artists, having served extensive apprenticeships. We have a combined 14 years of tattoo experience.

If there are any questions, please feel free to reach out to us by phone, or email.

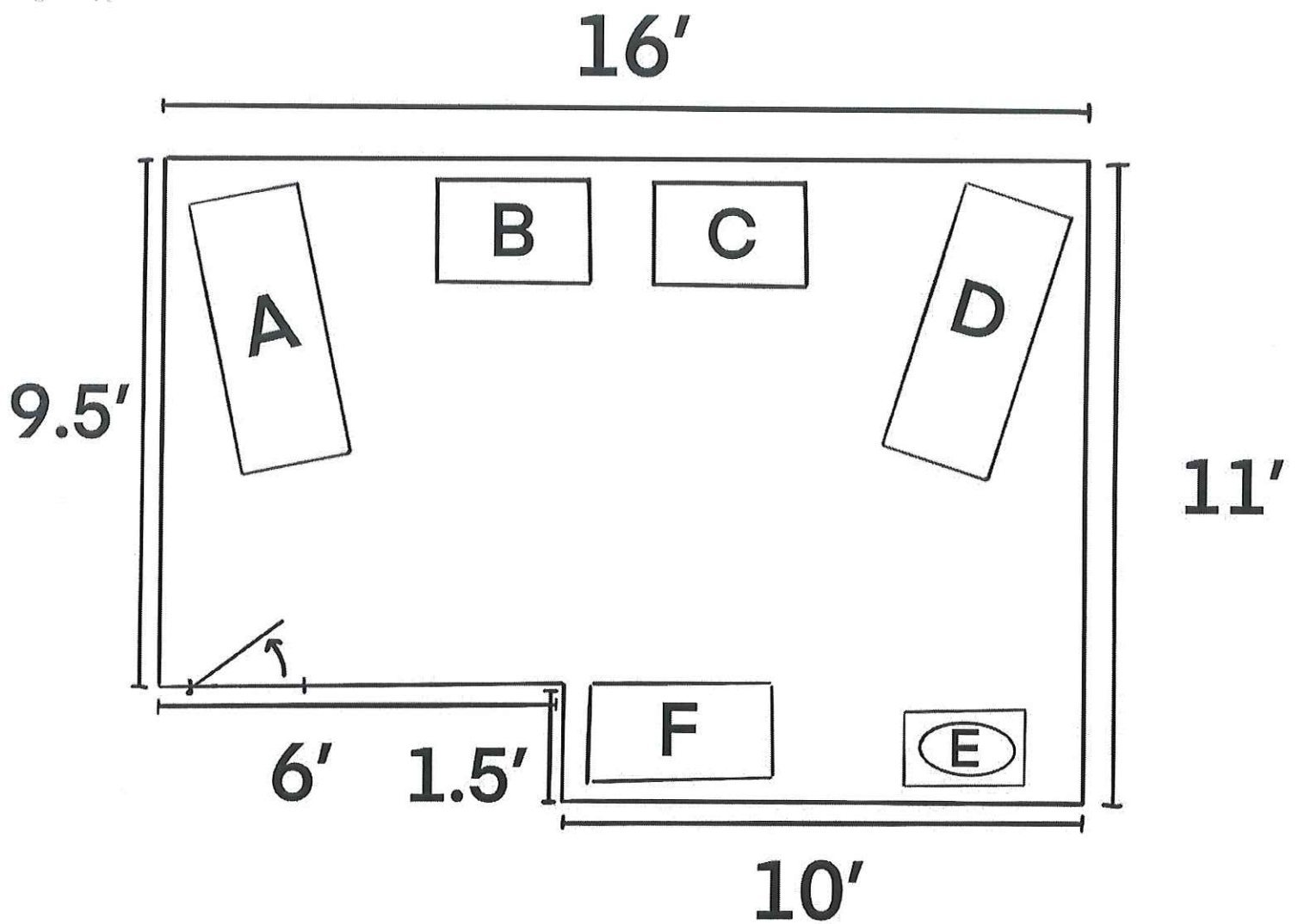
Thank you for your consideration.

Albert (Ted) Shiffler

Tattoo Artist

385-259-5772

Ted.Shiffler.Tattoos@gmail.com



A: Station 1 Tattoo Table

B: Station 1 Supply Cabinet

C: Station 2 Supply Cabinet

D: Station 2 Tattoo Table

E: Sink

F: Supply Cabinet



Riverdale City
4600 South Weber River Drive
Riverdale, UT 84405
(801) 394-5541

XBP Confirmation Number: 125911260

Transaction detail for payment to Riverdale City.			Date: 08/08/2022 - 4:03:52 PM MT
Transaction Number: 179015561PT			
VisaXXXX-XXXX-XXXX-1500			
Status: Successful			
Account #	Item	Quantity	Item Amount
10369000	Sundry Revenues	1	\$75.00
Notes: 750 w RIVERDALE RD			

TOTAL: \$75.00

Billing Information
KAYLA ROSE SHIFFLER
, 84405

Transaction taken by: Admin cjacobsen

10-10A-4: USES:

In the following list of possible uses, those designated in any zone as "P" will be a permitted use. Uses designated as "C" will be allowed only when authorized by a conditional use permit obtained as provided in chapter 19 of this title. Uses designated "N" will not be allowed in that zone.

C-1	C-2	C-3	C-1	C-2	C-3
Accessory buildings and uses customarily incidental to a permitted use			C	C	P
Air conditioning, sales and service (no manufacturing of ducts)			N	C	P
Ambulance:					
Base station			C	C	C
Substation			C	C	C
Amusement enterprises including:					
Bowling alley			N	C	P
Dance hall			N	C	C
Haunted house/spook alley			N	C	C
Pool hall			N	C	P
Privately owned park and playground, accessory to a commercial use			C	C	C
Publicly owned park and playground			P	P	P
Recreation center			N	C	P
Roller/ice skating rink			N	C	P
Theater:					
Indoor			N	C	P
Animal services including:					
Dog or cat hotel/kennel			N	N	C
Grooming for cats and dogs			N	C	P
Hospital, small animals only, and provided conducted within completely enclosed building, including kennel			N	C	P
Hospital/veterinary for large animals			N	C	C
Pet and pet supply store, including kennel			N	C	P
Antique, import or souvenir shop			C	C	P
Athletic and sporting goods including:					
Archery shop and range, provided conducted within completely enclosed building			C	C	P
Bicycle sales and service			C	C	P
Boat sales			C	C	P
Gymnasium			C	C	P
Handgun shooting range (indoor)			N	C	C
Health club			C	C	P
Motorboat sales and service			N	C	C
Store, excluding sale or repair of motor vehicles, motorboats or motors			N	C	P
Automobile including:					
Convenience store, with car wash, no gas			N	C	P
Gas island and convenience store, with car wash			N	C	P
New or used sales and service			N	C	C
Parts sales			N	C	P
Rental auto			N	C	C
Rental, U-haul type			N	C	C
Repair including paint, body and fender, brake, muffler, upholstery or transmission work, provided conducted within completely enclosed building			N	C	C
Tire sales and service			N	C	C
Bakery:					
Manufacture limited to goods retailed on premises			N	C	P
Manufacture of goods sent to other locations			N	C	P
Bath and massage establishment			N	C	C

Blueprinting or photostating	C	C	P
Building materials sales	N	C	P
Bus terminal	N	C	P
Candy:			
Manufacture of goods shipped to other locations	N	C	P
Store, confectionery	C	C	P
Car wash:			
Automatic/drive-through type	N	C	P
Manual spray	N	C	P
Carpet sales	N	C	P
Church	P	P	P
Church, temporary revival, no tents allowed	C	C	C
Cleaning:			
Dry cleaning establishment	N	C	P
Laundromat	P	P	P
Clinics:			
Laboratory, dental or medical	C	C	P
Medical or dental	C	C	P
Optometrist, optician or oculist	C	C	P
Physician or surgeon	C	C	P
Data processing service and supplies	N	C	P
Detective agency or security	C	C	P
Dwelling, single-family, when attached to business structure and occupied by the business owner or a business employee:	C	C	C
Hotel	N	C	P
Motel	N	C	P
Educational institution:			
Nursery school and preschool	C	C	P
Public or private college or university	C	C	C
Public, private or charter school grades K-12	C	C	C
Trade, technical or industrial school	C	C	C
Electrical and heating appliances and fixture sales and service	N	C	P
Electronic equipment sales and service	N	C	P
Employment agency	N	C	P
Express and transfer parcel service (store)	N	C	P
Financial institution:			
Bank	N	C	P
Credit union	N	C	P
Payday loans/check cashing/consumer loans/title loans	N	N	C
Food service:			
Cafe or cafeteria	C	C	P
Catering establishment	C	C	P
Delicatessen	C	C	P
Ice cream parlor	C	C	P
Restaurant	C	C	P
Restaurant, drive-in	C	C	P
Glass sales and service, home and auto	N	C	P
Gold buying store including all precious metals	N	N	C
Government buildings or uses, nonindustrial	C	C	P
Greenhouse and nursery, soil and lawn service	N	C	P
Gunsmith	N	C	P
Home improvement store	N	C	P
Hospital:	C	C	P
Hospital with heliport	N	C	C
Household appliance sales and incidental service	N	C	P
Household cleaning and repair	N	C	P

Insurance agency	C	C	P
Janitor service and supply	N	C	P
Jewelry store including manufacturing, repair and buying metal and stones	N	C	P
Library	C	C	P
Linen supply service	N	C	C
Liquor store, state store only	N	C	C
Locksmith	C	C	P
Lodge or social hall	N	C	C
Machine shop operations incidental to any use permitted in C-3 district	N	C	C
Manufacture of goods retailed on premises	N	C	C
Miniature golf	N	C	C
Mortuary	N	C	P
Motorcycle and motor scooters sales and service	N	C	C
Museum	C	C	P
Office in which goods or merchandise are not commercially created, exchanged or sold	C	C	P
Office in which goods or merchandise may be commercially created, exchanged or sold	N	C	C
Accountant	C	C	P
Legal	C	C	P
Medical/dental	C	C	P
Office machines sales and service	N	C	P
Office supply	N	C	P
Professional	C	C	P
Parking lot or garage for passenger automobiles	C	C	C
Pawnshop	N	N	C
Pest control and extermination	N	C	P
Pharmacy	C	C	P
Photo studio	C	C	P
Post office	C	C	P
Printing, lithographing, publishing or reproduction sales and service	N	C	P
Public utilities substation	C	C	C
RV sales and service	N	C	C
Radio, television or FM broadcasting station	N	C	P
Real estate agency	C	C	P
Reception center or wedding chapel	N	C	P
Rental agency for home and garden equipment	N	C	P
Retail goods establishments	C	C	P
Retail service establishments	C	C	P
Smoke shop	N	N	C
Tattoo parlor	N	C	C
Taxidermist	C	C	P
Telemarketing	N	C	P
Temporary building for uses incidental to construction work. Such buildings shall be removed upon the completion of the construction work	P	P	P
Travel agency	C	C	P
Utility substation or building	C	C	C
Ventilating equipment sales and service, including heating and air conditioning	N	C	P

(Ord. 803, 4-4-2012; amd. Ord. 850, 2-4-2014)

10-19-5: BASIS FOR REVIEW OF CONDITIONAL USE PERMIT:

The planning commission shall review a conditional use permit with evidence presented to establish that:

- A. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.
- B. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.
- C. The proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community; and
- D. Such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complementary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs; and
- E. The proposed use conforms to the goals, policies and conditions specified in this chapter for such use; and
- F. That the proposed use conforms to the goals, policies and governing principles and land use of the master plan for the city; and
- G. The proposed use will not lead to the deterioration of the environment, or ecology of the general area, nor will it produce conditions or emit pollutants of such a type or of such a quantity so as to detrimentally affect, to any appreciable degree, public or private property, including the operation of existing uses thereon, in the immediate vicinity or the community or area as a whole. (Ord. 665, 8-19-2008)

RIVERDALE CITY
PLANNING COMMISSION AGENDA
August 23, 2022

AGENDA ITEM: E3

SUBJECT: Consideration to approve Coleman Vu Heights PRUD Preliminary Subdivision plan and plat, located at approximately 5368 South 1050 West, Riverdale, Utah 84405, as requested by RD Development Group.

PRESENTER: Mike Eggett, Community Development

INFORMATION:

- a. [Executive Summary Prelim Coleman Vu PRUD Sub \[20220823\]](#)
- b. [Coleman Vu PRUD Prelim Sub Plan PC Review \[20220818\]](#)
- c. [Dept Staff Reports – PC Coleman Vu Prelim Sub Plan \[20220818\]](#)
- d. [City Eng – Coleman Vu Prelim Review Letter #1 \[20220818\]](#)
- e. [Coleman Vu PRUD Subdiv App \[20220808\]](#)
- f. [2022-08-04 Movu Sub Drainage Calcs](#)
- g. [Home Elevations](#)
- h. [UDOT Variance Req form \[20220808\]](#)
- i. [Coleman Vu Heights Landscape \[20220811\]](#)
- j. [2022-08-04 Coleman Vu Heights Subdivision for review](#)

[BACK TO AGENDA](#)



Planning Commission Executive Summary

For the Commission meeting on: 8-23-2022

Petitioner: RD Development
Represented by Brooke Anderson and Dave
Morton

Summary of Proposed Action

RD Development Group, as represented by Brooke Anderson and Dave Morton, have applied for a Preliminary Subdivision Site Plan and Plat review and approval for the Motor Vu Heights PRUD Subdivision proposal as located at approximately 5368 South 1050 West in a Single-Family Residential R-2 zone. The proposed subdivision site plan is before the Planning Commission for preliminary approval review of the submitted plan and plat. A public hearing is not required for review of this proposed subdivision.

A secondary component of this request is the application of the Planned Residential Unit Development (PRUD) to this subdivision request. The main reason for the request of the PRUD to allow for limited variation in setbacks, more specifically the sideyard setbacks of the proposed lots and building footprints thereupon. The PRUD element will need to go through a public hearing process and will need to be reviewed for approval by the Planning Commission separately from the subdivision proposal for this project. A public hearing will need to be set for the PRUD element consideration per City Code requirements.

Following the presentation and discussion of the preliminary site plan and plat proposal, the Planning Commission may make a motion to approve the site plan and plat, approve with additional requirements and criteria, or not approve the proposed Motor Vu Heights PRUD subdivision site plan and plat with the appropriate findings of fact. Should this proposal receive approval by the Commission, then the site plan and plat would be updated and brought to the Planning Commission for Final Site Plan and Plat recommendation review.

Title 10 Ordinance Guidelines (Code Reference)

This Residential Subdivision Site Plan review is regulated under City Code 10-21 "Subdivisions" and is affected by City Codes 10-9C "Single-Family and Single-Family with Rental Unit Residential Zone (R-2)", 10-14 "Regulations Applicable to All Zones", and 10-15 "Parking, Loading Space; Vehicle Traffic and Access".

The petitioner's properties are currently listed in the County Records under the ownership of two different parties as follows: MOVU, LLC and BRENT H & KIMBERLY A COLEMAN FAMILY TRUST. These properties are all part of an existing drive-in theater property that is no longer functioning on site and otherwise undeveloped areas that have been maintained as agricultural properties or otherwise unused land for many years.

Attached with this executive summary is a supplementary document addressing items on the Preliminary Site Plan application and as directed by 10-21 of the City Code. Also attached, following this executive summary, are comments from the contracted City Engineer, Public Works Department, Fire Department, and Police Department. The Planning Commission should discuss these summaries and any noted Planning Commission and/or staff concerns.

Staff encourages the Planning Commission to review this matter, including concerns outlined herein, and then

discuss with the petitioner concerns associated with this application. Staff would then recommend that the Planning Commission make a motion to approve the site plan and plat, approve with additional requirements and criteria, or not approve the proposed Motor Vu Heights PRUD subdivision site plan and plat with the appropriate findings of fact.

General Plan Guidance (Section Reference)

The General Plan use for this property is currently set as “Residential Overlay Zone” and “Recreational/Open Space”. The General Plan designation of “Residential Overlay Zone” is set to provide a residential area adjacent to the golf course that may create a synergistic relationship between the two uses side-by-side. The proposed requested use is in compliance with this land use designation and is supported in this area by the General Plan language for Area 8 of the Riverdale General Plan. **Per the General Plan language for Area 8, an alternative approach for the future land use of this property is “Residential – Low Density” housing, which this proposed plan matches.**

Legal Comments – City Attorney

Steve Brooks, Attorney

Administrative Comments – City Administrator

Steve Brooks, City Administrator

Preliminary Subdivision Review – Coleman Vu Heights PRUD Subdivision - 5368 South 1050 West

Completed by Mike Eggett, Community Dev. Director on 8/17/2022 and 8/18/2022

Recommendation: City staff recommends that the Planning Commission examine and review this proposed preliminary subdivision plan and plat. Items of consideration or note have been highlighted in yellow for potential discussion purposes. City staff recommends that the Planning Commission act accordingly to approve the preliminary plan and plat, approve the plan and plat with additional comments or concerns to be addressed by the developer, or not approve the preliminary site plan and plat proposal for the Coleman Vu Heights PRUD Subdivision project.

Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting)	August 8, 2022
Date Application Submitted to City:	August 8, 2022
Date Fee Paid:	Paid on August 8 and 15, 2022 (see application and receipts for details)
Subdivision/Site Plan – Preliminary Requirements	Departmental Review Comments
<i>COVER SHEET</i>	Provided
<u>Title Block</u>	
Project name and address	Project name shown and address shown; address of project site needs to be corrected to be 5368 South 1050 West
Property Owner's name, address, and phone number	This needs to be added to the cover page of the plan drawings - Movu, LLC, 5406 S Weber Drive, Riverdale, Utah 84041, Contact: Not identified, phone number needs to be provided
Developer's name, address, and phone number	Anderson Development, LLC, 9537 South 700 East, Sandy, Utah 84070, Contact: Brooke Anderson, 801-414-8360
Approving agency's name and address: Utility companies as applicable	This needs to be added to the cover page of the plan drawings – Riverdale City, 4600 S. Weber River Drive, Riverdale, Utah 84405; Utility company names, address, and phone number not provided as applicable
Consulting Engineer's name, address, and phone number	Ensign Engineering, 45 W. 1000 S., Suite 500, Sandy, Utah 84070, 801-255-0529

Licensed Land Surveyor's name, address, phone number, signature, and seal	Trent R. Williams, Ensign Engineering, 919 North 400 West, Layton, Utah 84041, 801-547-1100, seal and signature not shown at this time
Date	Yes – 8/4/2022
Revision block with date and initials	Revision block shown for use
Sheet number and total sheets	23 total sheets (includes the plat) and other supporting documents in binder
<u>General</u>	
Street names	All of these need a secondary numerical address system as well in parentheses , Shown – Brothers Way, Betty Cove, Betty Lane, Shipley Drive, Ava Court, and Motor Vu Drive (all new roads), 1050 West and South Weber Drive
Layouts of lots with lot numbers and addresses	68 lots shown, 4 open space/detention parcels; addresses need to be identified on plat for each lot – work with city staff to get this addressing
Adjacent tract ownership and tax identification numbers	Adjacent property tract ownership names shown with tax ID numbers
Scale (minimum 1"=50' to 1"=10')	Yes, scale is shown as 1" = 40' on plat
North arrow	Yes
Existing easements, structures, and utility lines: Approval to cross, use, or relocate	Existing easements shown on plat; existing structures on site shown; existing utility lines shown; <u>unsure of approvals provided to cross, use, relocate</u>
Space for notes	Yes, provided
Contours	Yes, shown on multiple sheets
Public areas	Sidewalks and curb/gutter shown on multiple sheets; open space parcels identified
<u>Vicinity Map</u>	
Street names	Yes
Site location	Yes
North arrow	Yes
Scale	"Not to scale" noted
<i>PLAT SHEET</i>	Please include Note that Lots 5-6, 21-22, 32-33 will have no vehicular access to 1050 West and Lots 1-5 will have no access to South Weber Drive
<u>Title Block</u>	
Project name and address	Project name shown and address shown

Approving Agency's name and address	This needs to be added to the cover page of the plan drawings – Riverdale City, 4600 S. Weber River Drive, Riverdale, Utah 84405;
Consulting Engineer's name, address, and phone number	Ensign Engineering, 45 W. 1000 S., Suite 500, Sandy, Utah 84070, 801-255-0529
Consulting Engineer's stamp, signature, and license expiration date	Engineer's stamp, signature, and license expiration date not currently provided
Date	Yes – 8/4/2022
Names of approving agents with titles, stamps, signatures, and license expiration dates	Names of approving utility agents, titles, stamps, signatures, and license expiration dates not currently shown, if applicable
Names of approving departments (Attorney, Planning Commission, Mayor, Engineer)	Shown on plat
<u>Layout</u>	
Street Names	All of these need a secondary numerical address system as well in parentheses, Shown – Brothers Way, Betty Cove, Betty Lane, Shipley Drive, Ava Court, and Motor Vu Drive (all new roads), 1050 West and South Weber Drive
Layouts of lots with lot numbers	68 lots shown, 4 open space/detention parcels; addresses need to be identified on plat for each lot – work with city staff to get this addressing
Bearings and distances for all property lines and section ties	Shown, defer to City Engineer review
Boundary and Legal description	Not currently shown, defer to City Engineer review
Adjacent tract ownership and tax identification numbers	Tract ownership names and tax ID shown
Scale (minimum 1"=50')	Yes, scale is shown as 1"= 40'
North arrow	Yes
Owner's dedication certificate for subdivision (Notary Acknowledgement)	Yes, shown
Landscaping (location and type with area calculations)	Landscaping plan shown or provided for detention pond areas and open space areas; gravel mulch in basin, park amenities shown as well, plantings shown also; stamped concrete should be considered in park strips along 1050 West and South Weber Drive; no private irrigation plans provided
Location of exterior lighting devices, signs, and outdoor advertising	Existing and anticipated exterior lighting devices (streetlights) shown; <u>no anticipated subdivision signage locations shown, if applicable</u>
Location of underground tanks, dumpsters, etc	No underground tanks shown for this site; dumpsters not anticipated for this site

<u>Additional Information</u>	
Benchmark	Shown, defer to City Engineer review
Basis of bearings	Shown, defer to City Engineer review
Legend	Yes, shown
<i>PLAN AND PROFILE SHEETS</i>	Site Plan and Utility Plan sheet provided
<u>Title Block</u>	
Project name and address	Project name shown and address shown; address of project site needs to be corrected to be 5368 South 1050 West
Approving Agency's name and address	This needs to be added to the cover page of the plan drawings – Riverdale City, 4600 S. Weber River Drive, Riverdale, Utah 84405;
Consulting Engineer's name, address, and phone number	Ensign Engineering, 45 W. 1000 S., Suite 500, Sandy, Utah 84070, 801-255-0529
Date	Yes – 8/4/2022
Scale	Yes, scale is shown as 1"= 40'
Revision block with date and initials	Revision block shown for use
Sheet number and total sheets	23 total sheets (includes the plat) and other supporting documents in binder
<u>General</u>	
North arrow	Yes
Street names	All of these need a secondary numerical address system as well in parentheses, Shown – Brothers Way, Betty Cove, Betty Lane, Shipley Drive, Ava Court, and Motor Vu Drive (all new roads), 1050 West and South Weber Drive
Lot numbers	68 lots shown, 4 open space/detention parcels; addresses need to be identified on plat for each lot – work with city staff to get this addressing
Reference to sheets showing adjacent areas	Not applicable
Center line stationing	Shown on plans
Existing natural ground	Shown on sheet C-100
<u>Signage</u>	Subdivision signage locations not shown, if applicable; may inquire future signage intent
Height	Not available
Size	Not available

Locations	<i>Not available</i>
Colors	<i>Not available</i>
Lighting	<i>Not available</i>
<u>New and Existing Buildings</u>	
Height and Size (multiple homes)	New building - Height = <u>range of height unknown at this time</u> ; Building size = <u>range of size unknown at this time</u> ; existing buildings and utility structures on site shown; <u>may inquire for more details about the planned structures</u>
Location, setbacks, and all dimensions	Setbacks will vary based upon homes placed on lots, <u>please show some typical lot setbacks in the subdivision</u> ; building footprints shown on drawings should be set to meet R-2 zoning reqs, <u>with exceptions if PRUD is approved and setbacks slightly modified per approval of PRUD</u>
Type of construction	<u>Unknown building materials and types of construction</u> ; see "Home Elevations" for more regarding colors, material, and proposed style of homes
Type of occupancy and proposed uses	Single family residential uses
Show handicapped access	ADA accessible ramp shown and identified on multiple sheets
<u>New and Existing Landscaping & Percentage</u>	Landscaping plan shown or provided for detention pond areas and open space areas; gravel mulch in basin, park amenities shown as well, plantings shown also; <u>stamped concrete should be considered in park strips along 1050 West and South Weber Drive; no private irrigation plans provided</u>
Number of trees	16 trees, 221 shrubs, plantings, and mulch locations shown
Landscape plan showing all planting, hardscaping, berming, and watering	Shown on landscaping plan
Xeriscaping alternatives being considered	Yes, shown on landscaping plan
<u>New and Existing Walls and Fences</u>	
Location, design, and height	Existing fences identified on C-0.1; new fences planned for site and shown on site plan around entirety of subdivision per PRUD
Materials proposed for construction	6' vinyl fence planned for site
<u>New and Existing Ingress and Egress</u>	

Location and size of points of ingress and egress for motor vehicles and internal use	Yes, shown
Circulation pattern	Not shown, <u>may discuss traffic movement but seems intuitive</u>
<u>New and Existing Streets</u>	
All access points	Yes, this is shown
Center lines	Yes, this is shown
Right-of-way lines	Shown and clearly identified as r-o-w on plans
Face of curb lines	Yes, this is shown
Centerline slope	Yes, this is shown
Signing and striping	<u>Signing installation should be coordinated with public works dept and paid for by applicant; roadway striping should be coordinated with public works;</u>
Light poles	Shown at intersections and cul-de-sac ends
Street lights	Proposed site plan street lighting shown
Street name signs	Sign locations shown on plans; <u>signing installation, if any, should be coordinated with public works dept and paid for by applicant;</u>
Stop signs	Sign locations shown on plans; <u>signing installation, if any, should be coordinated with public works dept and paid for by applicant;</u>
UDOT approval (if required for project)	Not applicable to this project
Sidewalk (4' side with 4" of road base or 6' side with 6" of road base through the approach)	Yes, shown and defined on sheet C-600 "Civil Details"; no cross section shown and unsure as to sidewalk standard depth and approach depth meeting these standards
Planting Strip	Shown
<u>New and Existing Storm Drainage</u>	
Top of curb elevations	Shown, <u>defer to City Engineer</u>
Slope of gutter	Shown, <u>defer to City Engineer</u>
Manholes	Existing and new shown on multiple sheets
Invert elevations	Shown, <u>defer to City Engineer</u>
Length, size, slope, and type of mains and laterals	Shown on multiple sheets, <u>defer to City Engineer</u>
Location of catch basins	Shown on multiple sheets

Ditches, location and ownership	No ditches or waterways of note
Approval to pipe, reroute or use	Other than future City approval, unknown if other approval required; <u>defer to City Engineer</u>
Calculations for retention system	Storm runoff and retention calcs shown on "Storm Drain Detention" document; <u>defer to City Engineer</u>
Method of storm water clean-up	Shown on sheets C-300 and C-500; <u>defer to Public Works Director</u>
<u>New and Existing Sanitary Sewers</u>	
Manholes	Existing and new shown on multiple sheets
Invert elevations	Shown, <u>defer to City Engineer</u>
Length, size, type, and slope of mains and laterals	Shown on multiple sheets, <u>defer to City Engineer</u>
<u>New and Existing Water Lines</u>	
Length, size, type, and slope of mains and laterals	Shown on multiple sheets, <u>defer to City Engineer</u>
Location, size, and type of water meters, valves, and fire hydrants	Water meter locations shown on sheet C-400: water meter size is 1", type per public works; Location of new and existing valves shown; Existing and new fire hydrants shown, <u>reference to hydrant comments from FD</u>
<u>New and Existing Gas Lines</u>	
Size and type	Known existing locations shown; <u>new gas lines size and type location in project not shown</u>
<u>New and Existing Electrical Lines</u>	
Size, location, and type	Existing location shown; <u>new electrical lines size and type location in project not shown</u>
Location of power poles	<u>Sites of proposed power poles not shown, if applicable</u>
<u>New and Existing Telephone Lines</u>	
Location of poles, junction boxes, and manholes	Known existing locations shown; <u>new telephone lines size and type location in project not shown</u>
<u>New and Existing Cable TV Lines</u>	
Location of lines (if applicable)	Known existing locations shown; <u>new cable TV lines size and type location in project not shown</u>
<i>DETAILED DRAWINGS</i>	
Cross section of roadway (minimum 8" road base and 3" asphalt)	Shown on sheet C-600 "Civil Details"; <u>defer to City Engineer</u>
Cross section of curb and gutter (standard 30" high back)	<u>No cross section shown on sheet C-600 "Civil Details" or otherwise in plans; defer to City Engineer</u>

Gutter inlet box with bicycle safe grate	Locations shown on sheet C-300, no details or cross section shown on C-600 "Civil Details"; bicycle safe grates not clearly identified; defer to City Engineer
Cleanout box	Not shown; defer to City Engineer
Thrust blocking	Not shown; defer to City Engineer
Special energy dissipating or drop manholes	May not be applicable; <u>defer to City Engineer</u>
ADDITIONAL INFORMATION	
Soils report	Provided as prepared by CMT Engineering on March 10, 2022
Drainage and runoff calculations	Storm runoff and retention calcs shown on "Storm Drain Detention" document; <u>defer to City Engineer</u>
Water right transfer documentation	Applicant needs to show proof of transfer to Public Works or other water solutions provided; defer to PW Director
Copy of protective covenants, codes, and regulations for development	Proposed PRUD CCR's required for this project have been provided for proposed subdivision
Three large full set of plan drawings (24x36), one full set of plan drawings (11x17 sized), and one digital full set copy of plan drawings	Yes, provided as requested
Building elevation renderings	Yes, these have been provided
Corp of Engineers approval (if required)	Not applicable or required
Zoning compliance	Yes, Single-Family Residential (R-2) meets intended uses for site design
RDA compliance (if applicable)	Not applicable in this matter
Use compliance	Yes, site designed for Single-Family Residential homes at R-2 zoning density, also allows for application of PRUD proposal
Engineering comments and letter of approval recommendation	City Engineer, Public Works, Fire Dept, and Police Dept comments provided
Traffic study	Provided as required and approved by UDOT for access onto 1050 West
All Planning Commission and City Staff conditions for approval have been met	<u>Currently consideration of Preliminary Subdivision Plan and Plat submission being reviewed for approval by Planning Commission</u>

DEPARTMENTAL STAFF REPORTS – 8/16/2022 to 8/18/2022

From: Shawn Douglas
Sent: Thu 8/18/2022 10:26 AM
To: Mike Eggett
Subject: Review Coleman VU Heights

Mike,

I have attached my review comments for the Coleman VU Heights subdivision. Thanks

Plan Review For Coleman VU Heights

Storm Water

- 1-Drainage system operation and maintenance plan and BMPS approved and recorded with plat.
- 2-Orifice detail, free board on detention/retention structure, free board on structure, and emergency overflow.
- 3-Retention pond liner materials need to be indicated on plan.
- 4-Hydraulic separator or BMP's to treat storm water before water enters underground retention/detention or city system. System type and details need to be included on the plan including efficiency.
- 5-Storm water prevention plan for construction site including BMP's. All storm water inspections will need to be completed on Compliance Go. Needs to include portable restroom.
- 6-Notice of intent filed with state.
- 7-Note to certify retention/detention structure size after construction.
- 8-Retention/Detention structure design and materials shown.
- 9-Canal company approval of design and plans for bench canal work.
- 10-Pipe Riverdale Bench Canal full length per Riverdale City and Riverdale Bench Board of Directors.
- 11-All boxes and catch basins are required to be poured in place.
- 12-Location of orifice plate is a concern. The current location of the orifice plate will require pipe cleaning to remove sediment. The orifice plate should be installed so sediment is retained in the detention pond.

Streets

- 1-Street lights are only required at intersections and change of directions.
- 2-Street names and sign locations shown on plans.
- 3-Street signs including stop/yield, and speed limits shown as required.

Water

- 1-Meter box design as per Riverdale City standards. Include detail in plans.
- 2-Existing water utilities shown on plans.

- 3-Existing water services or lines that are not in use will need to be capped at the main line.
- 4-All tees require three valves as shown in Riverdale City Specifications.
- 5-Fire hydrants require a valve on the tee in the street.
- 6-Backflow preventor location, type, and size.
- 7-Proposed irrigation/sprinkler system plan.
- 8-Show driveways to ensure water meters are not located in driveways.
- 9-Provide what water shares will be used to meet water requirements.

Sewer

- 1-Proposed sewer flows daily and peak. Including peak demand time.
- 2-Show existing sewer mains and laterals.
- 3-Abandoned sewer lines will need to be capped at the property line.
- 4-We are concerned with the amount of pipe being laid at .5. We have a strict standard for pipe bellies and deviations. I think the contractor is going to have a hard time meeting the standards with the current grade of the pipe.

Other

- 1-Note requiring all construction and materials shall meet Riverdale City standards.
- 2-Note requiring all missing, nonfunctioning, and or damage surface improvements shall be replaced. (sidewalk, curb and gutter, fencing, etc.)
- 3-Lot 33 probably has the bench canal running though the center of it.
- 4-A fence that doesn't allow access will need to be installed on rear yards on 1050 W and South Weber drive. The park strip will need to be colored and stamped concrete.
- 5-Notes need to indicate that infrastructure is installed according to Riverdale City standards. APWA will only be used if Riverdale City doesn't have a standard.
- 6-Please include a response letter indicating where comments were addressed.

Shawn Douglas

Riverdale City Public Works

801-394-5541 ext 1217

Sdouglas@Riverdalecity.com

From: Scott Brenkman
Sent: Thu 8/18/2022 1:21 PM
To: Mike Eggett
Subject:

Sorry, I did review them last week. I must have forgotten to send a response after reviewing. I didn't see any concerns with the plans.

Thanks,

Chief Scott Brenkman
Riverdale Police Department
4580 S. Weber River Dr.
Riverdale, UT 84405
(801)394-6616
sbrenkman@riverdalecity.com

From: Jared Sholly
Sent:
To: Mike Eggett
Cc: Randy Koger
Subject:

No comments provided. Verbal deferral to comments by Randy Koger.

*Jared Sholly
Fire Chief
Riverdale City Fire Department
Office 801-394-7481
Cell 801-628-6562*

From: Randy Koger
Sent: Tue 8/16/2022 12:36 PM
To: Mike Eggett
Cc: Jared Sholly
Subject: RE: Review Comments Needed - Coleman Vu Heights Prelim Subdiv

REVIEW COMMENTS:

The following review comments are based on information provided on the Preliminary Coleman Vu Heights Subdivision, and shall not extend to means, methods, techniques, sequences, or procedures of construction nor conformance to any specifications. Acceptance of the project is the prerogative of the Authority Having Jurisdiction.

1. Install Hydrants at the entrance of the cul-de-sac.
2. **501.4 Timing of installation.**
Where fire apparatus access roads or a water supply for fire protection are required to be installed, such protection shall be installed and made serviceable prior to and during the time of


construction except where *approved* alternative methods of protection are provided.
Temporary street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with Section 505.2

Comments made during this review are advisory and do not prevent the necessity of conforming with requirements which might have been overlooked in the review process. Ultimate responsibility for compliance rest with the owner.

RESUBMITTAL INSTRUCTIONS

Please have the contractor/designer:

- 1) Address each comment and submit a written response in addition to revised plans and calculations as necessary,
- 2) Cloud any revisions made to the construction drawings and provide the date of the latest revision on each revised sheet and,
- 3) Submit written responses to our review letter, provide revised plans, and supplemental information as necessary.

A handwritten signature in black ink, reading "Randy S. Koger". The signature is written in a cursive, flowing style.

Fire Marshal/Code Enforcement Officer
Riverdale City
801-436-1241

18 August 2022

Riverdale City
4600 South Weber River Drive
Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director/RDA Deputy Executive Director
Proj: **Coleman VU Heights**
Subj: Preliminary Plat and Improvement Drawings

Dear Mike,

Attached for consideration is our engineering review of the “Preliminary Plat and Improvement Drawings” of the above referenced project. The following items should be considered and addressed prior to receiving recommended approval from our office.

General Note:

1. An **electronic copy** of the Site Plan drawings and details must be submitted to the Public Work Department via our office for record keeping upon design completion and prior to approval of the Site Plan drawings from our office.
2. The current Month and Year should be added to Cover Sheet above the Vicinity Map with the final drawing submittal.
3. UDOT needs to review and approve drawings. All work within UDOT right-of-way needs to meet UDOT standards. UDOT approval letter must be provided for roadway connection to 1050 West and South Weber Drive and UDOT requirements must be met for all improvements along UDOT roadways.
4. The specification for the pond liner states “Impermeable/clay liner”. Please clarify the minimum requirements for impermeable/clay liner.
5. The geotechnical report has conflicting data as to test pit depths. It shows most of the test pits are only 2.5 feet deep, but the report is contradictory with stating all pits were 11.5 feet deep.
6. Label 1050 West and South Weber Drive with the notation of SR-60 to denote UDOT’s roadways.

7. Stamped and colored concrete should be placed behind curb and gutter in the parkstrip along both 1050 West and South Weber Drive.
8. No irrigation plan reviewed. Need to ensure irrigation plan has a backflow preventor called out.
9. The traffic impact study was completed but without knowledge of the roundabout. Please have traffic engineer ensure that the traffic study is adjusted accordingly.

Plat

1. The boundary coordinates appear to be correct, but the “Property Description” is missing from the plat.
2. Proposed lot addresses should be added to the plat.

Site Plan – Improvement Drawings

Sheet C-100 Demolition Plan

1. There is currently a house on the property not shown on the demolition plan. What is the plan for this house?
2. “Scope of Work” Note 6, does not appear to be used on the plans if it is not needed suggest removing it.
3. “Scope of Work” Note 22 should be included along full length of drainage ditch adjacent to the property to ensure safety for future residents.

Sheet C-200 Site Plan

1. “Scope of Work” Note 4, does not appear to be used on the plans if it is not needed suggest removing it.
2. Suggest adding stop signs and painted stop bars at intersections.
3. Suggest adding handicap ramps across streets from T-intersections.
4. Handicap ramp on 1050 West should be noted.
5. Suggest adding handicap ramps at corner of South Weber Drive and 1050 West. If plan is to leave existing improvements in place until future road improvement takes place, curb, gutter, and sidewalk need to be extended to tie into existing.

6. Cross walks should be added along UDOT roadways at handicap ramps.
7. Suggest adding approach striping for UDOT connecting roadways.

Sheet C-300 Grading and Drainage Plan

1. Lots 7 and 8 are not labeled.
2. Approximately 200 feet of Shipley Dr. discharges storm water directly into 36" storm water line on 1050 West. All storm water leaving the site should be treated(cleaned) prior to leaving the site. Suggest input of a hydrodynamic separator prior to connection to 36" line in 1050 West.
3. Because detention basin has the potential to be over 30" deep with water, it must be fenced.
4. Where is overflow spill way for detention pond? Need to make sure if it does overflow it doesn't run onto neighboring (residential) properties.
5. Storm water pipe connecting through Betty Cove to 1050 West does not appear to be within the utility easement.
6. All storm water inlets need to be "bicycle safe, hooded" inlets.
7. Base of the detention basin needs to be a minimum of 2 feet above ground water elevation. Geotech report has conflicting information, please verify ground water depth.
8. Provide a "Storm Water Maintenance Schedule" and a "Maintenance Plan".

Sheet C-400 Utility Plan

1. Irrigation pipe along southeast property line should be extended along northeast property line to North west edge of property for safety of future residents.
2. Suggest addition of 8" water valve on the north side of tee at Shipley Dr. and Motor VU Dr.
3. Scope of work note 6 says "exiting" should be "existing".

Sheet C-500 Erosion Control Plan

1. "Vehicle washdown and stabilized construction entrances" need to be added or labeled correctly on the drawings.

Sheet C-600 Civil Details


1. Sheet needs to include city standard in drawings as required.

Sheets PP-0 to PP-9 Plan and Profile

1. Sheets should be updated with information contained on other pages as they are updated.
2. Several sheets have both sanitary sewer and storm water at same grade entering and exiting manholes where there appears to be other pipes with slopes sufficient to put a 0.2' drop.

We would be happy to meet with the Developer and/or his Engineer to review the above items should they have any questions.

Sincerely,
CEC, Civil Engineering Consultants, PLLC.

A handwritten signature in black ink that reads "R. Todd Freeman". The signature is written in a cursive, flowing style.

R. Todd Freeman, S.E., P.E.
City Engineer

Cc. Shawn Douglas, Public Works Director
Jeff Woody, Building Official and Inspector



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405
Act #16-34-1500

**RIVERDALE CITY PLANNING COMMISSION
APPLICATION FOR RESIDENTIAL SUBDIVISION
SITE PLAN APPROVAL**

CASE NO: 2022-09 DATE SUBMITTED: 8/8/2022

APPLICANT'S NAME: RD Development - Keaton Morton

ADDRESS: 9730 South 700 East Suite 100 Sandy, Utah 84070

PHONE: 801-856-2478 TAX I.D. No: 07-076-0010, 08-111-0047, & 07-076-0028, 07-076-0001

ADDRESS OF SITE: 5369 South 1050 West

APPLICANT'S INTEREST: PRUD Subdivision

Application is hereby made to the Riverdale City Planning Commission requesting that a

residential subdivision consisting of 68 lots be approved on 19.68 of
(number of lots) (sq. ft./acreage)

property in the R-2 zone in accordance with the attached site plan.

Signature of Applicant

Signature of Property Owner

I authorize RD Development LLC
relating to this application.

Signature of Property Owner

NOTE: A fee will be charged at the time the site plan is submitted for review - \$150 per lot/unit

Fee: \$ 10,200

Date paid: 8/8/2022 & 8/15/2022

Planning Commission sets public hearing: Yes ☒ No ☐ Date of Public Hearing: See PRUD Application

Planning Commission scheduled to hear this application for site plan approval on:

Date: 8/23/2022 Decision of Commission: _____

City Council sets public hearing: Yes ☐ No ☐ Date of Public Hearing: _____

City Council scheduled to hear this application for site plan approval on:

Date: _____ Decision of Council: _____

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551544

Aug 15, 2022

RD DEVELOPMENT HOLDINGS,LLC

Previous Balance:	.00
MISCELLANEOUS - 5369 S 1050 W	3,400.00
10-34-1500 ZONING & SUB. FEES	

Total:	3,400.00
--------	----------

CHECK # 002005	3,400.00
Total Applied:	3,400.00

Change Tendered:	.00
------------------	-----

08/15/2022 1:41 PM

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551384

Aug 8, 2022

RD DEVELOPMENT HOLDINGS,

Previous Balance:	.00
MISCELLANEOUS - PRUD REQUEST FEE 5369 S 1050 W	500.00
10-36-9000 SUNDRY REVENUE	

Total:	500.00
--------	--------

RD DEVELOPMENT HOLDINGS, LLC

Previous Balance:	.00
MISCELLANEOUS - 5369 s 1050 w	6,800.00
10-34-1500 ZONING & SUB. FEES	

Total:	6,800.00
--------	----------

CHECK	Check No: 002004	7,300.00
Total Applied:		7,300.00

Change Tendered:	.00
------------------	-----

08/08/2022 3:37 PM

STORM DRAIN DETENTION



PROJECT TITLE: MOVU Residential		PROJECT NUMBER: 11330
LOCATION: Riverdale, Utah		DATE: 08/03/22
OWNER:		SHEET: 1 OF 1
DESIGNED BY: T. Mazej	CHECKED BY: B. Morgan	APPROVED BY:

AREA CALCULATION

HARDSCAPE AREA :	10.03	acres	runoff coeff. C :	0.90
	0.00			0.75
LANDSCAPE AREA	9.65	acres	runoff coeff. C :	0.20
TOTAL AREA :	19.68	acres	WEIGHTED C :	0.56

Soil Type "C"

RUNOFF CALCULATION

(100-yr)

100 Year Design Storm					Allowable Runoff	0.2	cfs/ac
					Total allowable runoff	3.936	cfs
Time (min)	CA (Acres)	Precipitation (in/hr)	Time (sec)	Cumulative Runoff (ft ³)	Allowed Runoff (ft ³)	Storage (ft ³)	
5	10.96	6.85	300	22,514	1,181	21,333	
10	10.96	5.21	600	34,248	2,362	31,886	
15	10.96	4.31	900	42,498	3,542	38,955	
30	10.96	2.90	1,800	57,189	7,085	50,104	
60	10.96	1.80	3,600	70,994	14,170	56,824	
120	10.96	1.00	7,200	78,645	28,339	50,306	
180	10.96	0.68	10,800	80,814	42,509	38,306	
360	10.96	0.38	21,600	89,925	85,018	4,908	
720	10.96	0.23	43,200	110,277	170,035	0	
1440	10.96	0.13	86,400	123,056	340,070	0	
					STORAGE REQUIRED :	56,824	
					STORAGE PROVIDED :	60,842	

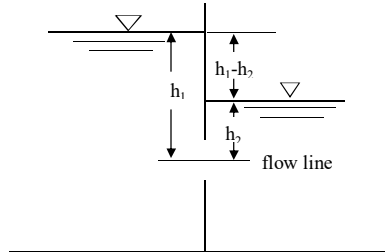
PROJECT: Movu Subdivision BY: T. Mazejy DATE: 8/3/2022

SUBJECT: Orifice Plate CHKD. BY: B. Morgan DATE: 8/3/2022

Equation: $Q = CA\sqrt{2g(h_1 - h_2)}$

Where: *for various shapes*

Sharp Edged =	0.61
Rounded =	0.98
Short Tube =	0.8
Borda =	0.51



Given Input Data:

Solve for Area or Diameter

Flowrate, Q= 3.9360 cfs

Coefficient= 0.6140

Headwater, h= 3.8800 ft

Tailwater= 0.0000 ft

Use 0.0 for free discharge condition

Computed Results:

Diameter 8.62 in

Area 58.40 in²

Velocity 9.71 fps

Channel Report

18 RCP @ 0.18%

Circular

Diameter (ft) = 1.50

Invert Elev (ft) = 1.00

Slope (%) = 0.18

N-Value = 0.013

Calculations

Compute by: Q vs Depth

No. Increments = 20

Highlighted

Depth (ft) = 1.43

Q (cfs) = 4.786

Area (sqft) = 1.74

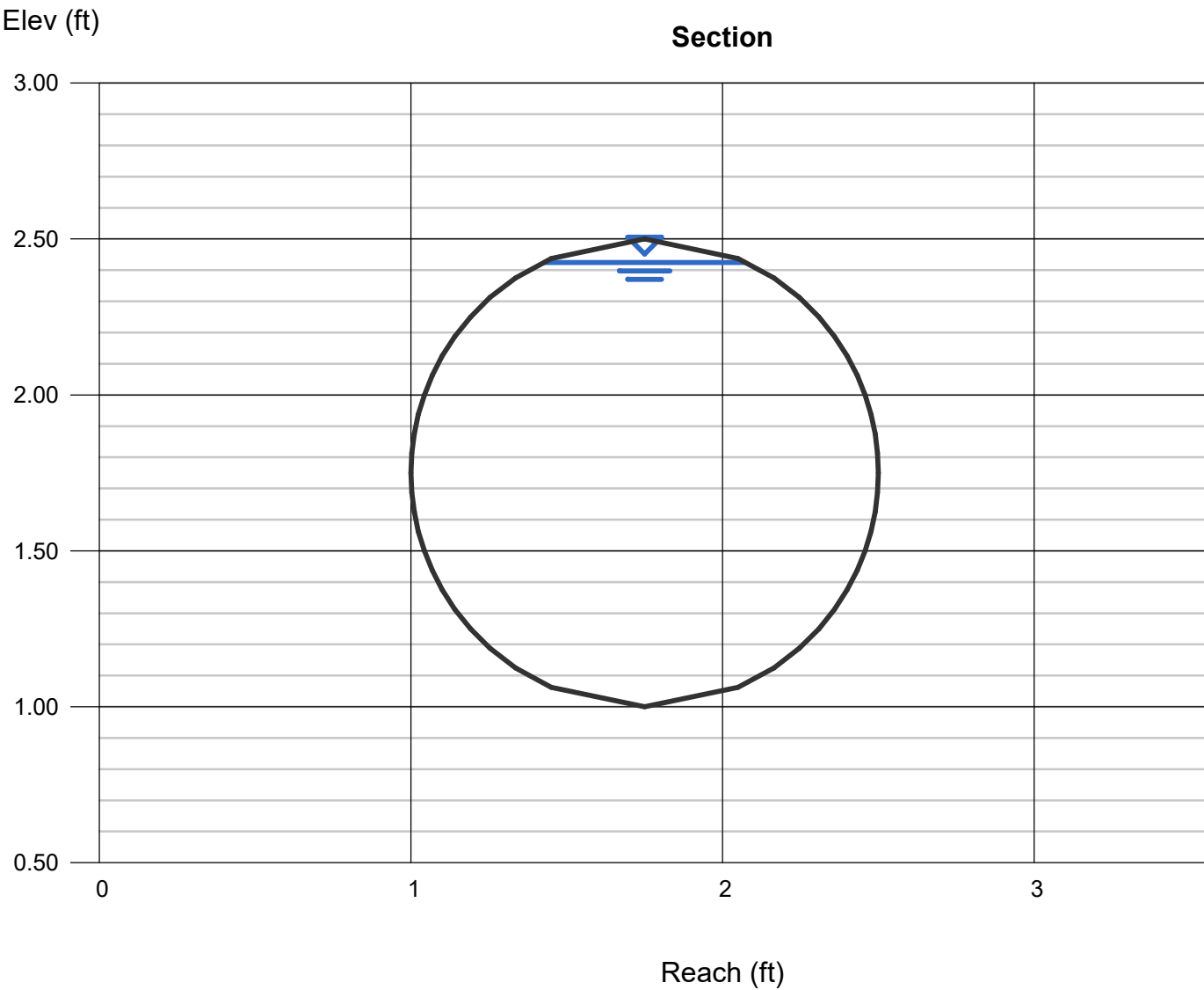
Velocity (ft/s) = 2.76

Wetted Perim (ft) = 4.04

Crit Depth, Yc (ft) = 0.84

Top Width (ft) = 0.65

EGL (ft) = 1.54





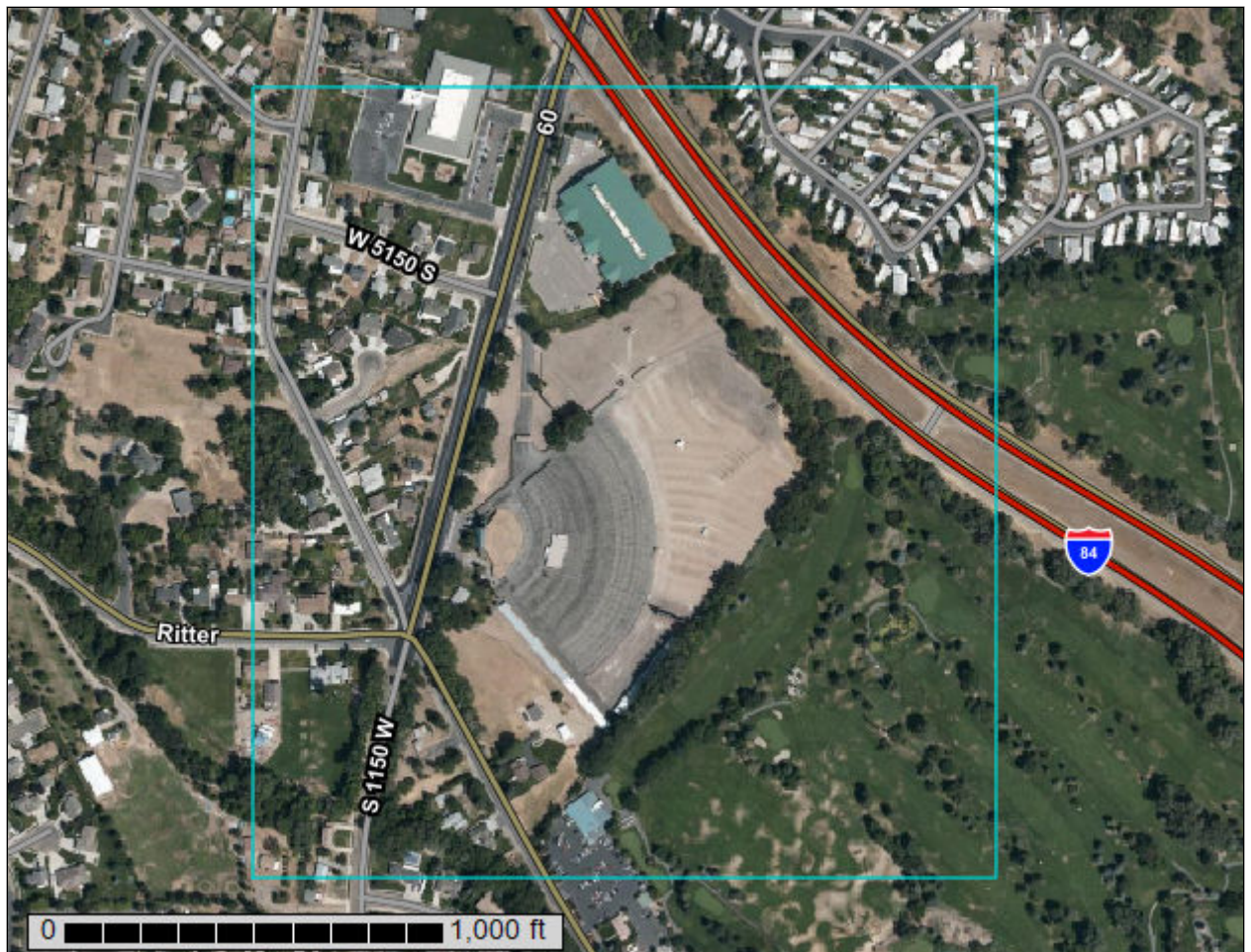
United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Davis-Weber Area, Utah**



June 14, 2022

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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Contents

Preface	2
Soil Information for All Uses	5
Soil Properties and Qualities.....	5
Soil Qualities and Features.....	5
Hydrologic Soil Group.....	5

Soil Information for All Uses

Soil Properties and Qualities

The Soil Properties and Qualities section includes various soil properties and qualities displayed as thematic maps with a summary table for the soil map units in the selected area of interest. A single value or rating for each map unit is generated by aggregating the interpretive ratings of individual map unit components. This aggregation process is defined for each property or quality.

Soil Qualities and Features

Soil qualities are behavior and performance attributes that are not directly measured, but are inferred from observations of dynamic conditions and from soil properties. Example soil qualities include natural drainage, and frost action. Soil features are attributes that are not directly part of the soil. Example soil features include slope and depth to restrictive layer. These features can greatly impact the use and management of the soil.

Hydrologic Soil Group

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Custom Soil Resource Report

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Custom Soil Resource Report

Map—Hydrologic Soil Group



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)









 Area of Interest (AOI)

Soils

Soil Rating Polygons





 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines


 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points






 A
 A/D
 B
 B/D

 C
 C/D
 D
 Not rated or not available


Water Features

 Streams and Canals

Transportation

 Rails
 Interstate Highways
 US Routes
 Major Roads
 Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Davis-Weber Area, Utah
Survey Area Data: Version 15, Sep 7, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 31, 2018—Sep 7, 2018

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Table—Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
HMG2	Hillfield-Marriott complex, 30 to 60 percent slopes, eroded	B	3.0	3.2%
KbA	Kilburn sandy loam, 0 to 1 percent slopes	A	0.1	0.1%
KmA	Kilburn gravelly sandy loam, deep over clean sands, 0 to 3 percent slopes	A	0.3	0.3%
SbA	Steed fine sandy loam, 0 to 1 percent slopes	A	2.7	2.9%
ScA	Steed sandy loam, 0 to 1 percent slopes, channeled	A	16.9	17.9%
SkA	Sunset loam, drained, 0 to 1 percent slopes	B	5.5	5.8%
SnA	Sunset loam, gravelly substratum, 0 to 1 percent slopes	C	39.8	42.2%
TbA	Timpanogos loam, 0 to 1 percent slopes	C	26.1	27.7%
Totals for Area of Interest			94.4	100.0%

Rating Options—Hydrologic Soil Group*Aggregation Method: Dominant Condition**Component Percent Cutoff: None Specified**Tie-break Rule: Higher*

COLEMAN VU HEIGHTS



Aspen

COLEMAN VU HEIGHTS



Birch

COLEMAN VU HEIGHTS



Chestnut

COLEMAN VU HEIGHTS



Durian

COLEMAN VU HEIGHTS



Evergreen

COLEMAN VU HEIGHTS



Great Oak

COLEMAN VU HEIGHTS



Hawthorne

COLEMAN VU HEIGHTS



Ivy

Variance Request Form



INTERNAL UDOT USE ONLY

OLP Application ID No:

Project Name:

Access-related variances are governed by Utah Administrative Code R930-6-9. A variance may be considered for any design standard of this rule that is not applicable or feasible given the proposed physical and operational characteristics of the site. Applicants seeking a variance for these design standards must submit a thoroughly detailed variance request using this form.

The applicant must clearly demonstrate the variance request meets minimum acceptable engineering, operation, and safety standards. The applicant must also clearly demonstrate the variance is not detrimental to the health, welfare, and safety of the public.

INSTRUCTIONS: Complete all fields below and submit with a complete application. Additional sheets may be attached, however a summary of your responses must be included in the spaces provided below. Simply stating "see attached" is considered insufficient information.

PROPERTY OWNER INFORMATION		APPLICANT INFORMATION	
Name:	MOVU LLC	Name:	Brooke Anderson
Mailing Address:		Mailing Address:	9730 South 700 East
City, State, Zip:		City, State, Zip:	Sandy, Utah 84070
Email:		Email:	brookea@and-dev.com
Phone:		Phone:	801-414-8360
PROPOSED ACCESS INFORMATION			
Physical Address:		Parcel Number:	
State Route ID:	SR-60	Milepost Marker:	0.6
Latitude (decimal degrees)	41.1670	Longitude (decimal degrees)	112.0072
Access Width:		Access Use Type:	Residential
PRE-APPLICATION COORDINATION MEETING INFORMATION			
Has a pre-application coordination meeting been held with the appropriate Region?			
Yes:	<input checked="" type="checkbox"/>	Meeting Date:	February 1 2022
No:	<input type="checkbox"/>		
VARIANCE REQUEST OVERVIEW			
Describe why this variance is being requested:			
<p>The proposed access along 1050 West (SR 60) is located approximately 370 feet south of 5150 South and 300 feet north of Ritter Drive. There are several single-family driveways within 350 feet of the roadway, and the spacing to Ritter Drive does not meet the requirement, therefore a variance is requested for this access.</p>			
VARIANCE JUSTIFICATION (1)			
Describe how the applicant has considered all other feasible alternatives to provide reasonable alternative access to the property or development and demonstrate that better alternatives in terms of highway operations are not feasible or do not exist:			
<p>The site is bordered by a school to the north, the road network to the west (1050 West), southwest (Weber Drive) and northeast (I-84). It is bordered to the east by vacant land. The site only has access to 1050 West and Weber Drive. The site is planning one access to each roadway. The ideal location for the access on 1050 West would be to align with 5150 South, however this location is not viable due to a major power pole needing to be relocated. The cost of moving the power pole would be substantial and not financially viable to the project and the majority of the land needed for this access is not owned by the property but by another landowner (Utah Military Academy). Therefore an access centered between the roadways aligning with a single family residence was determined as the optimal place for the access.</p>			

VARIANCE JUSTIFICATION (2)

Describe how the applicant has considered access through a shared use driveway or access point with an adjacent land use and such a shared use access is not feasible:

Due to the surrounding developments and vacant land, there is no possibility for cross access or shared access.

VARIANCE JUSTIFICATION (3)

Describe how the applicant is voluntarily providing on-site or off-site mitigation efforts that might offset the negative impacts of approving an access that does not meet the provisions of the rule. Examples, may include, but are not limited to: installing acceleration/deceleration or turn lanes, installing raised median barriers, or other devices that physically restrict turning movements, or the consolidation of existing access connections.

The site is removing a single curb cut near the north of the property on 1050 West. The site is aligning the access to an existing driveway on the opposite side of the roadway. The site is utilizing the two way left turn lane as a deceleration lane for the access. There are also wide shoulders that can be utilized for deceleration right turn traffic.

VARIANCE JUSTIFICATION (4)

Describe how the applicant has considered and demonstrated trip reduction strategies that allow the access to properly function without creating a negative impact to the highway:

Due to the nature of the site, there is a no possibility for pass-by or internal trip reductions. Pedestrian, bike and transit reductions are possible for this land use but they are expected to be minimal. No trip reduction strategies were implemented within the TIA.

VARIANCE JUSTIFICATION (5)

Describe the traffic engineering or other studies the applicant has provided to determine the access will not degrade the efficient flow of traffic on the highway in terms of safety, capacity, travel speed, and other functional features of the highway.

The proposed site traffic and access is projected to have minimal impact to the state road relative to degrading the safety and capacity. The access is providing a left turn deceleration lane in the two way left turn lane and right turn deceleration can occur within the shoulder. These mitigations will move decelerating traffic out of the travel lanes decreasing the impact on safety, travel speed and capacity of the roadway.

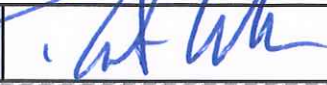

LIST OF ATTACHED DOCUMENTS

In the spaces provided below please list each document being attached in support of this variance request.

#	Description	#	Description	#	Description
1	Riverdale UDOT Variance Image	5		9	
2		6		10	
3		7		11	
4		8		12	

APPLICANT/OWNER CERTIFICATION AND ACKNOWLEDGEMENT

The applicant and owner declare under the penalty of perjury, and any other applicable state or federal law, that all information provided on this form and submitted attachments are true, factual, and accurate. The applicant and owner also hereby acknowledge any false or misleading information contained herein is grounds for variance denial and/or permit revocation.

Owner Name (Printed):	BRENT COLEMAN	Sign Name:		Date:	7/20/22
Applicant Name (Printed):	Dave Munson	Sign Name:		Date:	7/20/22

INTERNAL UDOT USE ONLY

Pursuant to Utah Administrative Code R930-6-9(2)(b), the Department shall not approve variances that, in the Department's determination, pose hazards to public mobility, health, safety, and welfare. The Department shall not approve variances for procedural requirements. The department shall review the variance request for consistency with the purposes of this rule.

Pursuant to Utah Administrative Code R930-6-9(2)(d), the Department shall include in its files documentation of reasons for approving or denying a variance request. This form is established, in part, to fulfill this legal requirement.

Pursuant to Utah Administrative Code R930-6-9(2)(e), an approved access or encroachment permit may stipulate conditions and terms for the expiration of the permit when the necessity for the variance no longer exists. It may also require the permittee to improve, modify, eliminate, or correct the condition responsible for the variance when it is evident that the justification for the variance is no longer valid. Such stipulations and requirements shall be stated in the approved permit.

REGION PERMITTING OPERATIONS OFFICE RECOMMENDATION

Basis for recommendation:

RECOMMENDED FOR:**APPROVAL** ☐**DENIAL** ☐

Name (Printed):		Sign Name:		Date:	
-----------------	--	------------	--	-------	--

REGION ENGINEER FINAL DETERMINATION**APPROVED** ☐**DENIED** ☐

Name (Printed):		Sign Name:		Date:	
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ISSUE DESCRIPTION DATE
08/12/2022

REV DESCRIPTION DATE
1
2
3
4
5
6
7
8
9
10

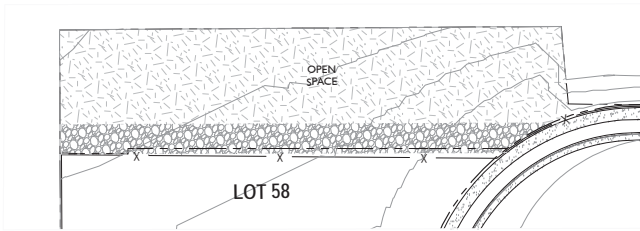
This drawing, as an instrument of professional service, is the property of SCOTT THOMAS BLAKE DESIGN, L.L.C. and shall not be used, in whole or part, for any other project without written permission. Copyright © 2022

COLEMAN VU HEIGHTS
5369 SOUTH 1050 WEST
RIVERDALE, UTAH

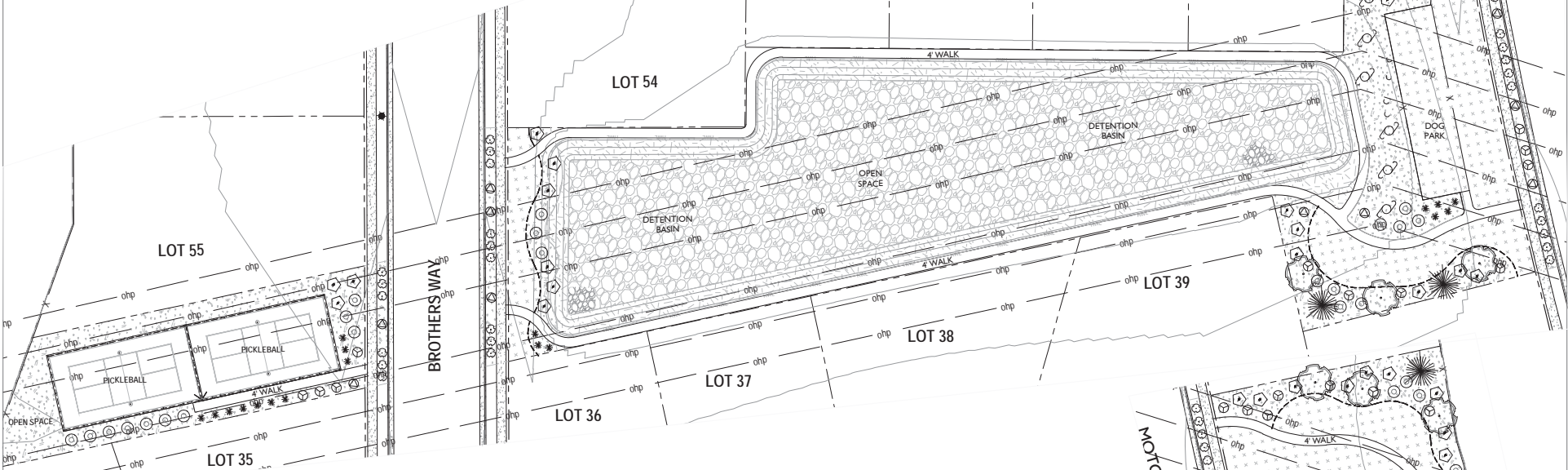
HOA COMMON
OPEN SPACE

LANDSCAPE
PLAN

L101

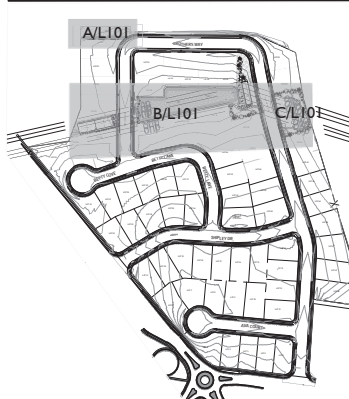


A HOA COMMON AREAS
SCALE: 1"=20'-0" NORTH



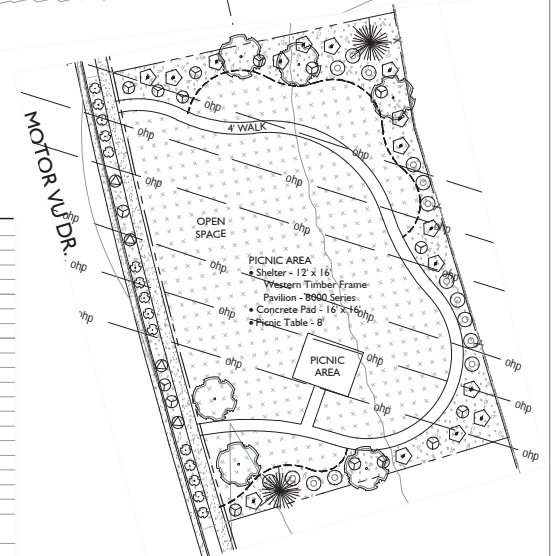
B HOA COMMON AREAS
SCALE: 1"=20'-0" NORTH

SHEET LOCATION MAP



LANDSCAPE SCHEDULE

Qty.	Botanical Name	Common Name	Size
TREES			
9	<i>Syringa reticulata</i> 'Ivory Silk'	Ivory Silk Japanese Tree	2" Cal. Min.
7	<i>Picea pungens</i>	Colorado Spruce	6'
SHRUBS			
18	<i>Gaura lindheimeri</i> 'Whirling Butterflies'	Whirling Butterflies	2 Gal.
38	<i>Perovskia atriplicifolia</i>	Russian Sage	2 Gal.
43	<i>Rhus aromatica</i> 'Gro Low'	Grow Low Sumac	2 Gal.
ORNAMENTAL GRASS			
18	<i>Calamagrostis x acutifolia</i> 'Karl Foerster'	Karl Foerster Feather Grass	1 Gal.
37	<i>Miscanthus sinensis</i> 'Gracillimus'	Maiden Grass	1 Gal.
51	<i>Pennisetum alopecuroides</i>	Dwarf Fountain Grass	1 Gal.
TURF			
18,246 s.f.	Chamshare Imperial Blue	Sod	
RDVEGETATION			
12,777 s.f.	Native Grass Mix	Seed	
MULCH			
16,171 s.f.	Decorative Gravel Mulch, Crushed, 1 - 2"	Over Weed Barrier	3"
17,010 s.f.	Cobble Mulch - 3 - 6"		3"
EDGING			
	Metal - Steel, 4" x 3/16", 3" Diameter		
	Tree Rings for Turf for Turf Areas		



C HOA COMMON AREAS
SCALE: 1"=20'-0" NORTH



COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

FOR REVIEW
NOT FOR CONSTRUCTION

DATE PRINTED
August 4, 2022

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NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS. THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

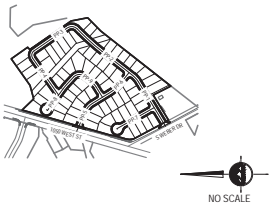
NOTICE TO DEVELOPER/ CONTRACTOR

UNAPPROVED DRAWINGS REPRESENT WORK IN PROGRESS, ARE SUBJECT TO CHANGE, AND DO NOT CONSTITUTE A FINISHED ENGINEERING PRODUCT. ANY WORK UNDERTAKEN BY DEVELOPER OR CONTRACTOR BEFORE PLANS ARE APPROVED IS UNDERTAKEN AT THE SOLE RISK OF THE DEVELOPER, INCLUDING BUT NOT LIMITED TO BIDS, ESTIMATION, FINANCING, BONDING, SITE CLEARING, GRADING, INFRASTRUCTURE CONSTRUCTION, ETC.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

KEY MAP



VICINITY MAP



GENERAL NOTES

- ALL WORK SHALL CONFORM TO RIVERDALE CITY STANDARDS & SPECIFICATIONS.
- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.
- BENCHMARK ELEVATION - WEST CORNER SECTION 16, T9N, R2W SALT LAKE BASE & MERIDIAN, ELEV. = 4990.40.



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RICHFIELD
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9157 SOUTH 700 EAST
SANDY, UTAH 84070
CONTACT:
BROCK ANDERSON
PHONE: 801.414.0300

COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

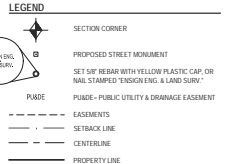
2022-08-04 PRELIM SUBMITTAL

COVER

PROJECT NUMBER: 11530
DRAWN BY: JWS
CHECKED BY: BAM
PROJECT MANAGER: BAM

COLEMAN VU HEIGHTS

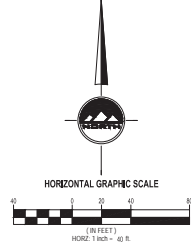
LOCATED IN THE WEST HALF OF SECTION 18, AND
THE SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 5 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEBER COUNTY, UTAH
AUGUST 2022



CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C1	200.00	71.38	20°26'58"	N48°23'41"E
C2	200.00	71.38	20°26'58"	N48°23'41"E
C3	200.00	4.41	1°15'47"	N38°48'02"E
C4	400.00	148.67	20°08'23"	S41°40'33"E
C5	150.00	91.00	34°43'33"	N49°04'17"W
C6	175.00	61.52	20°08'23"	N48°14'20"E
C7	65.00	96.89	80°22'08"	N4°30'52"W
C8	380.00	44.58	4°43'18"	N69°32'30"W
C9	65.00	71.21	80°49'00"	N19°51'40"W
C10	65.00	96.42	79°42'00"	N6°19'12"E
C11	200.00	244.26	7°00'00"	S41°40'12"W
C12	230.00	63.99	16°54'10"	N68°09'01"E
C13	230.00	14.10	2°28'11"	N39°55'32"E
C14	970.00	4.20	0°10'00"	S40°13'26"W
C15	970.00	158.00	4°20'00"	S40°13'26"W
C16	970.00	75.00	2°10'00"	S43°04'06"W
C17	970.00	3.41	0°05'00"	S43°04'13"W
C18	95.00	152.10	79°42'00"	N6°19'12"E
C19	95.00	41.58	97°25'39"	S34°48'00"E
C20	15.50	23.85	88°16'20"	N61°37'08"E
C21	30.00	23.67	49°05'37"	N62°06'14"W
C22	55.00	87.22	80°51'28"	S29°11'28"E
C23	55.00	83.97	87°28'10"	S09°56'22"W
C24	55.00	53.95	54°12'00"	N61°12'27"W
C25	30.00	23.67	49°05'37"	S7°00'17"E

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C27	15.50	24.84	91°49'30"	S75°28'02"E
C28	170.00	58.93	19°11'12"	N49°01'35"E
C29	15.50	24.89	91°15'47"	N49°11'50"W
C30	430.00	21.44	2°51'22"	S50°24'05"E
C31	430.00	61.75	8°13'42"	S44°13'30"E
C32	430.00	65.95	8°47'17"	S36°27'01"E
C33	430.00	2.00	0°16'00"	S31°49'22"E
C34	120.00	62.02	29°36'39"	N46°29'42"W
C35	120.00	10.39	5°18'08"	N43°22'17"E
C36	25.50	33.54	75°24'12"	S35°50'55"W
C37	15.50	24.35	88°00'00"	N63°01'02"E
C38	370.00	46.36	7°19'42"	S48°18'27"E
C39	370.00	83.71	12°54'42"	S38°10'14"E
C40	15.50	24.35	88°00'00"	S12°18'27"W
C41	200.00	62.11	17°21'30"	N49°37'02"E
C42	200.00	9.90	2°46'30"	N39°33'37"E
C43	95.00	39.42	37°46'27"	N24°14'59"E
C44	95.00	15.42	32°22'21"	N32°18'04"W
C45	95.00	46.71	28°18'20"	N32°18'04"W
C46	410.00	48.93	4°43'18"	N50°33'20"W
C47	15.50	29.41	108°42'58"	S0°26'20"W
C48	55.00	23.38	90°40'00"	N79°51'40"W
C49	35.00	48.89	79°42'00"	N5°19'12"E
C50	55.00	53.95	54°12'00"	S41°18'27"W
C51	200.00	73.80	2°05'00"	S41°08'20"W

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C52	200.00	32.82	0°55'35"	S38°38'00"W
C53	15.50	24.35	90°00'00"	S70°41'23"E
C54	180.00	56.02	17°49'59"	N40°36'22"W
C55	180.00	53.18	16°55'38"	N67°59'11"W
C56	180.00	61.75	8°13'42"	S36°27'01"E
C57	75.00	53.27	40°47'55"	N64°32'38"E
C58	75.00	65.41	49°58'00"	S79°47'10"W
C59	75.00	65.41	49°58'00"	S79°47'10"W
C60	15.50	19.28	71°14'34"	S89°32'31"E
C61	30.00	8.80	36°34'40"	S45°27'54"E
C62	30.00	19.40	37°02'24"	S19°58'51"E
C63	55.00	42.40	48°02'22"	N62°29'50"W
C64	55.00	95.18	99°58'00"	S60°25'00"W
C65	55.00	89.47	97°18'42"	S22°48'51"E
C66	55.00	6.72	7°00'00"	S84°39'22"E
C67	30.00	18.10	34°33'37"	S21°12'02"W
C68	350.00	20.30	3°19'05"	N62°15'16"W
C69	350.00	20.71	3°22'22"	N48°53'27"W
C70	35.00	52.10	80°22'08"	N4°30'52"W
C71	145.00	4.44	1°40'20"	N48°18'27"E
C72	145.00	46.53	18°23'00"	N49°07'00"E



COLEMAN VU HEIGHTS

LOCATED IN THE WEST HALF OF SECTION 18 AND THE
SOUTHEAST QUARTER OF SECTION 14
TOWNSHIP 5 NORTH RANGE 2 WEST
SALT LAKE BASE & MERIDIAN
WEBER COUNTY, UTAH

WEBER COUNTY RECORDER

ENTRY NO. _____
PAID _____
RECORDED THIS _____ DAY OF _____
AT _____ IN BOOK _____ PAGE _____

SHEET 2 OF 2

PROJECT NUMBER: 11330
MANAGER: S. MORGAN
DRAWN BY: S. LEBES
CHECKED BY: T. HILPUS
DATE: 9/4/22

WEBER COUNTY RECORDER
DEPUTY RECORDER

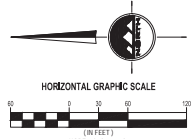


GENERAL NOTES

- 1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
- 2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO BE TERMINAL. IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
- 3. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
- 4. ALL CONSTRUCTION SIGNAGE, BARRICADES, TRAFFIC CONTROL DEVICES, ETC. SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD. THE CONTRACTOR WILL MAINTAIN SUCH SO THAT THEY ARE PROPERLY PLACED AND VISIBLE AT ALL TIMES.
- 5. SIDEWALKS AND CURBS DESIGNATED TO BE DEMOLISHED SHALL BE DEMOLISHED TO THE NEAREST EXPANSION JOINT, MATCHING THESE PLANS AS CLOSELY AS POSSIBLE.
- 6. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1. PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, SIGNS, ETC. (TYPICAL UNLESS OTHERWISE NOTED).
 - 2. SAWCUT EXISTING ASPHALT PAVEMENT TO PROVIDE A CLEAN EDGE FOR THE TRANSITION BETWEEN EXISTING AND PROPOSED ASPHALT PAVEMENT.
 - 3. REMOVE AND PROPERLY DISPOSE OF EXISTING ASPHALT PAVEMENT.
 - 4. SAWCUT, REMOVE, AND PROPERLY DISPOSE OF EXISTING CONCRETE CURB AND GUTTER.
 - 5. SAWCUT, REMOVE, AND PROPERLY DISPOSE OF EXISTING CONCRETE SIDEWALK.
 - 6. REMOVE EXISTING LANDSCAPING IN THIS AREA.
 - 7. REMOVE AND PROPERLY DISPOSE OF EXISTING FENCE.
 - 8. REMOVE AND PROPERLY DISPOSE OF EXISTING SIGN.
 - 9. REMOVE AND RELOCATE EXISTING 'NO PARKING' SIGN.
 - 10. REMOVE AND RELOCATE EXISTING ROADWAY SIGN.
 - 11. REMOVE AND PROPERLY DISPOSE OF EXISTING LIGHT POLES.
 - 12. REMOVE AND PROPERLY DISPOSE OF EXISTING STRUCTURES, CONCRETE SLABS, STAIRS, ETC., INCLUDING ALL ELECTRICAL APPLIANCES, IN THIS AREA WHETHER OR NOT IDENTIFIED ON PLANS. CONTRACTOR TO FILL IN ALL HOLES CREATED DURING DEMOLITION WITH STRUCTURAL FILL TO PROPER SUBGRADE ELEVATION.
 - 13. REMOVE AND RELOCATE EXISTING SHED PER PROPERTY OWNERS DIRECTIONS.
 - 14. REMOVE AND RELOCATE EXISTING POWER POLES, GUY WIRES, AND OVERHEAD POWER LINES. COORDINATE WITH LOCAL POWER COMPANY.
 - 15. REMOVE AND PROPERLY DISPOSE OF EXISTING TREES.
 - 16. REMOVE AND PROPERLY DISPOSE OF EXISTING IRRIGATION BOX.
 - 17. REMOVE AND PROPERLY DISPOSE OF EXISTING ELECTRICAL BOX.
 - 18. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE DRIVE APPROACH.
 - 19. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE WATERWAY.
 - 20. REMOVE AND PROPERLY DISPOSE OF EXISTING POWER POLES, GUY WIRES, AND OVERHEAD POWER LINES. COORDINATE WITH LOCAL POWER COMPANY.
 - 21. REMOVE AND PROPERLY DISPOSE OF EXISTING CONCRETE WALL.
 - 22. EXISTING DRAINAGE DITCH TO BE REPLACED WITH PIPE. SEE UTILITY PLAN FOR PIPING INFORMATION.



811
Before you dig.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4390.40'

ENSIGN
THE STANDARD IN ENGINEERING

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9517 SOUTH 700 EAST
SANDY, UT 84070
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BROCK ANDERSON
PHONE: 801.414.0300

COLEMAN VU HEIGHTS

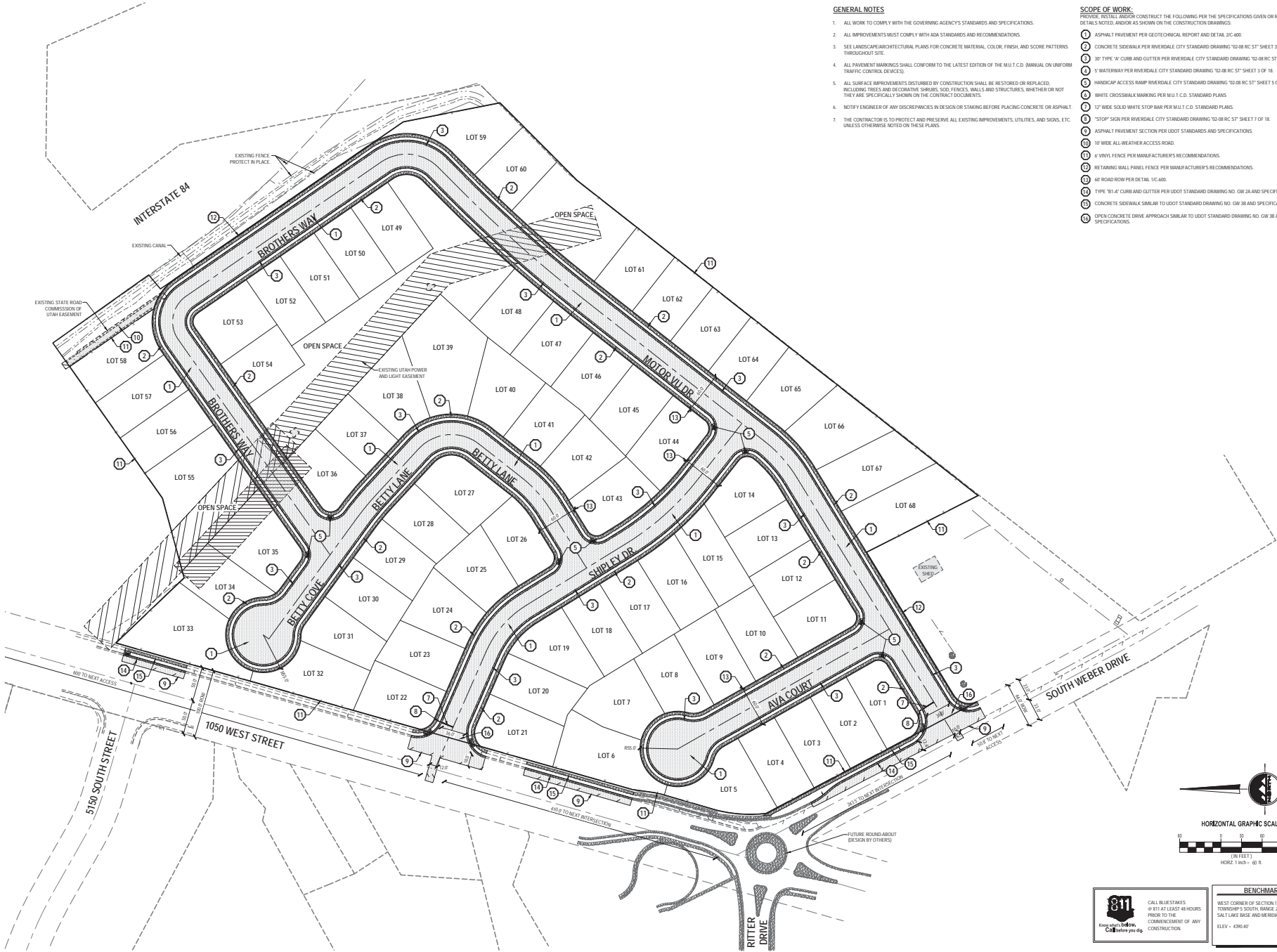
5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

DEMOLITION PLAN

PROJECT NUMBER	11530	REVISION	BRZ22
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

C-100



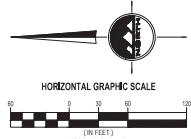
GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

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

- 1 ASPHALT PAVEMENT PER GEOTECHNICAL REPORT AND DETAIL 2C-400.
- 2 CONCRETE SIDEWALK PER RIVERDALE CITY STANDARD DRAWING 10-08 RC 5" SHEET 3 OF 18.
- 3 3" TYPE 'A' CURB AND GUTTER PER RIVERDALE CITY STANDARD DRAWING 10-08 RC 5" SHEET 3 OF 18.
- 4 1" WATERWAY PER RIVERDALE CITY STANDARD DRAWING 10-08 RC 5" SHEET 3 OF 18.
- 5 HANDICAP ACCESS BAMP RIVERDALE CITY STANDARD DRAWING 10-08 RC 5" SHEET 3 OF 18.
- 6 WHITE CROSSWALK MARKING PER M.U.T.C.D. STANDARD PLANS.
- 7 12" WIDE SOLID WHITE STOP BAR PER M.U.T.C.D. STANDARD PLANS.
- 8 "STOP" SIGN PER RIVERDALE CITY STANDARD DRAWING 10-08 RC 5" SHEET 7 OF 18.
- 9 ASPHALT PAVEMENT SECTION PER UDOT STANDARD DRAWINGS AND SPECIFICATIONS.
- 10 10' WIDE ALL-WEATHER ACCESS ROAD.
- 11 6" VINYL FENCE PER MANUFACTURER'S RECOMMENDATIONS.
- 12 RETAINING WALL PANEL FENCE PER MANUFACTURER'S RECOMMENDATIONS.
- 13 60' ROAD ROW PER DETAIL 1C-400.
- 14 TYPE 'B1' CURB AND GUTTER PER UDOT STANDARD DRAWING NO. GW 24 AND SPECIFICATIONS.
- 15 CONCRETE SIDEWALK SIMILAR TO UDOT STANDARD DRAWING NO. GW 38 AND SPECIFICATIONS.
- 16 OPEN CONCRETE DRIVE APPROACH SIMILAR TO UDOT STANDARD DRAWING NO. GW 38 AND SPECIFICATIONS.



BENCHMARK
WEST CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN
ELEV. = 4390.40'

EN SIGN
THE STANDARD IN ENGINEERING

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CONTACT:
BROOKE ANDERSON
PHONE: 801.414.0300

COLEMAN VU HEIGHTS

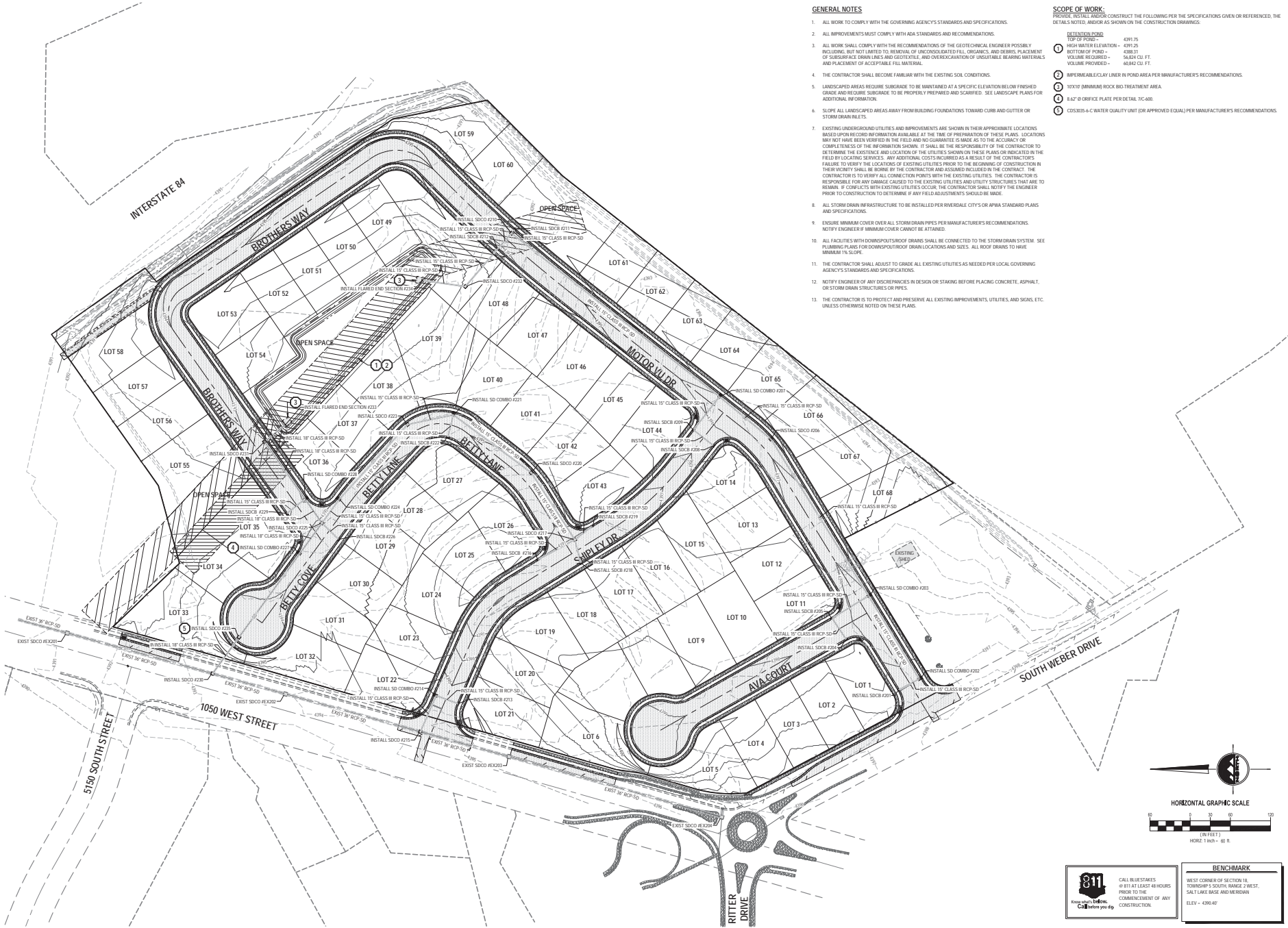
5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

SITE PLAN

PROJECT NUMBER	11530	REVISION	BRICK
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

C-200



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVERLAP/CONCRETE OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. LANDSCAPED AREAS REQUIRE SURGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SURGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
6. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
7. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSURED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
8. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER RIVERDALE CITY'S OR APWA STANDARD PLANS AND SPECIFICATIONS.
9. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
10. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUTS/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
11. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
12. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
13. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- 1. DETENTION POND
 - TOP OF POND - 4391.25
 - HIGH WATER ELEVATION - 4391.25
 - BOTTOM OF POND - 4388.37
 - VOLUME REQUIRED - 34,824 CU. FT.
 - VOLUME PROVIDED - 60,842 CU. FT.
 - 2. IMPERMEABLE CLAY LINER IN POND AREA PER MANUFACTURER'S RECOMMENDATIONS.
 - 3. 10X10 (MINIMUM) ROCK BIO-TREATMENT AREA.
 - 4. 8"x7" ORIFICE PLATE PER DETAIL, FIG. 400.
 - 5. CDS305-A-C WATER QUALITY UNIT (OR APPROVED EQUAL) PER MANUFACTURER'S RECOMMENDATIONS.

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ARCHITECT/ENGINEER
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SANDY, UT 84070
CONTACT:
BROCK ANDERSON
PHONE: 801.414.2800

COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

GRADING AND
DRAINAGE PLAN

PROJECT NUMBER	11330	REVISION	REVISED
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

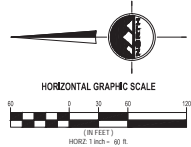
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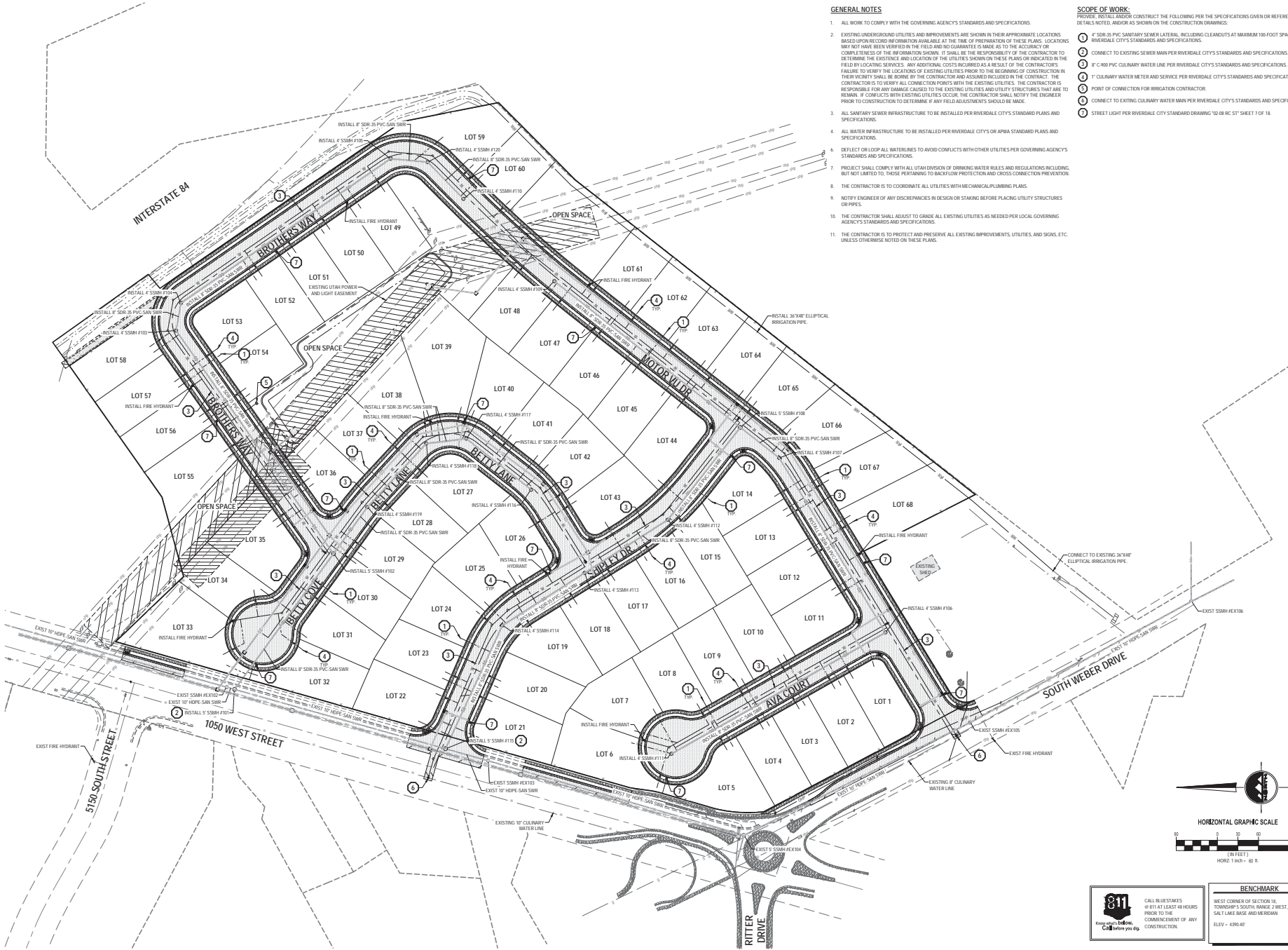
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BENCHMARK

WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASIN AND MERIDIAN
ELEV = 4390.40'





GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
3. ALL SANITARY SEWER INFRASTRUCTURE TO BE INSTALLED PER RIVERDALE CITY STANDARD PLANS AND SPECIFICATIONS.
4. ALL WATER INFRASTRUCTURE TO BE INSTALLED PER RIVERDALE CITY'S OR APWA STANDARD PLANS AND SPECIFICATIONS.
5. DEFLECT OR LOOP ALL WATERLINES TO AVOID CONFLICTS WITH OTHER UTILITIES PER GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
6. PROJECT SHALL COMPLY WITH ALL UTAH DIVISION OF DRINKING WATER RULES AND REGULATIONS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO BACKFLOW PROTECTION AND CROSS CONNECTION PREVENTION.
7. THE CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL/PLUMBING PLANS.
8. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING UTILITY STRUCTURES OR PIPES.
9. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
10. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

- PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
1. 4" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANDOUTS AT MAXIMUM 100-FOOT SPACING, PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 2. CONNECT TO EXISTING SEWER MAIN PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 3. 8" C-900 PVC CULINARY WATER LINE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 4. 1" CULINARY WATER METER AND SERVICE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 5. POINT OF CONNECTION FOR IRRIGATION CONTRACTOR.
 6. CONNECT TO EXISTING CULINARY WATER MAIN PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
 7. STREET LIGHT PER RIVERDALE CITY STANDARD DRAWING "10-08 RC ST" SHEET 7 OF 18.

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COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

UTILITY PLAN

PROJECT NUMBER	11530	REVISION	BRIDGE
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

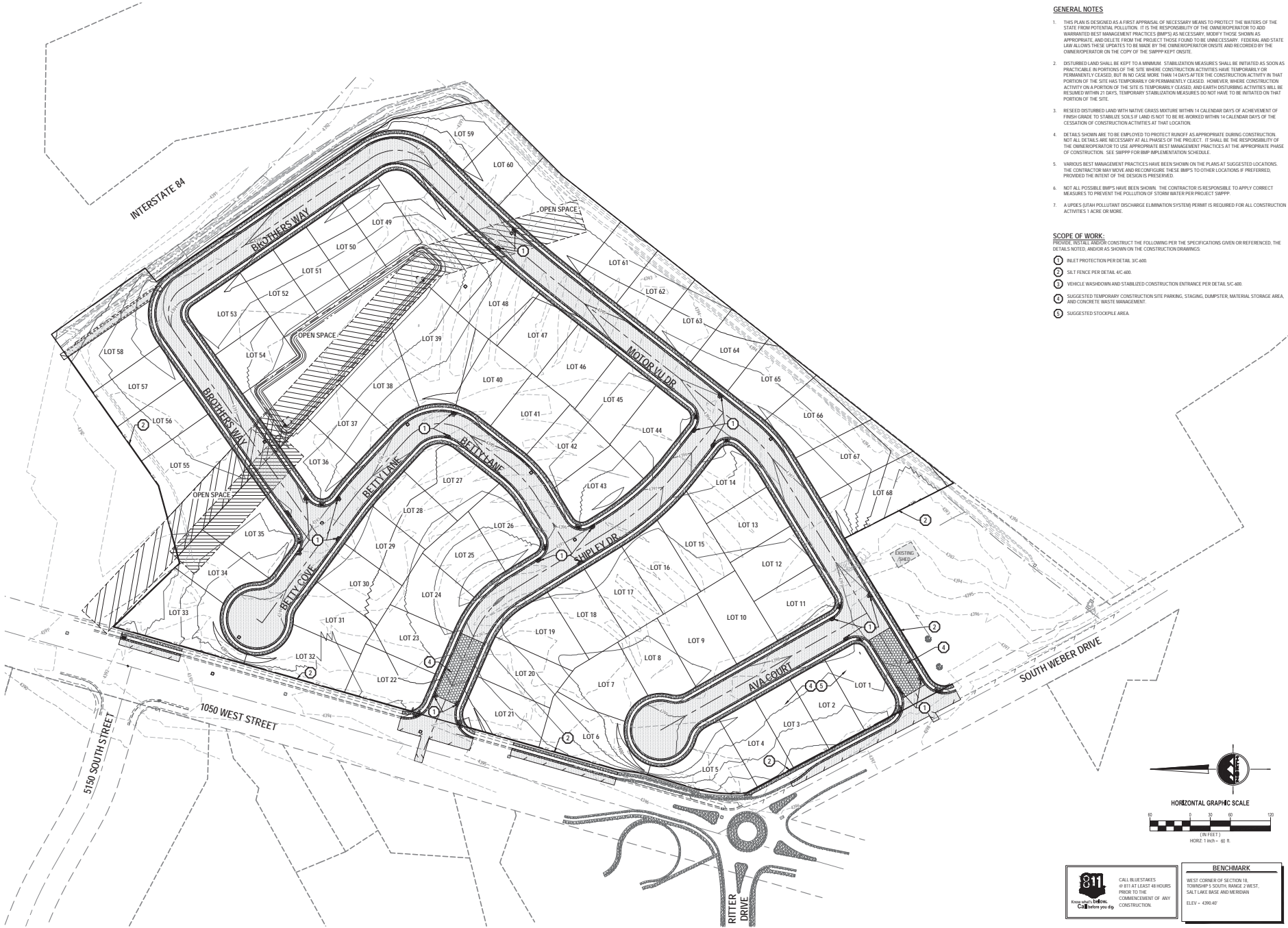
C-400

HORIZONTAL GRAPHIC SCALE
0 10 20 30 40 50
(IN FEET)
HORIZ. 1 inch = 60 ft.

BENCHMARK
WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4390.40'

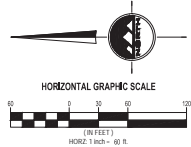
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- GENERAL NOTES**
1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMPs) AS NECESSARY. ADOPT THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONLINE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SHPPP KEPT ONSITE.
 2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
 3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FRESH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
 4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SHPPP FOR BMP IMPLEMENTATION SCHEDULE.
 5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMPs TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
 6. NOT ALL POSSIBLE BMPs HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SHPPP.
 7. A UPERs (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

- SCOPE OF WORK:**
PROVIDE EROSION CONTROL CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
- ① INLET PROTECTION PER DETAIL 3C-400
 - ② SILT FENCE PER DETAIL 4C-400
 - ③ VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 5C-400
 - ④ SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, MATERIAL STORAGE AREA, AND CONCRETE WASTE MANAGEMENT.
 - ⑤ SUGGESTED STOCKPILE AREA.



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BENCHMARK

WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4390.40'

THE STANDARD IN ENGINEERING

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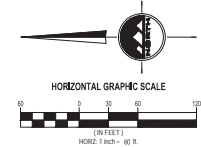
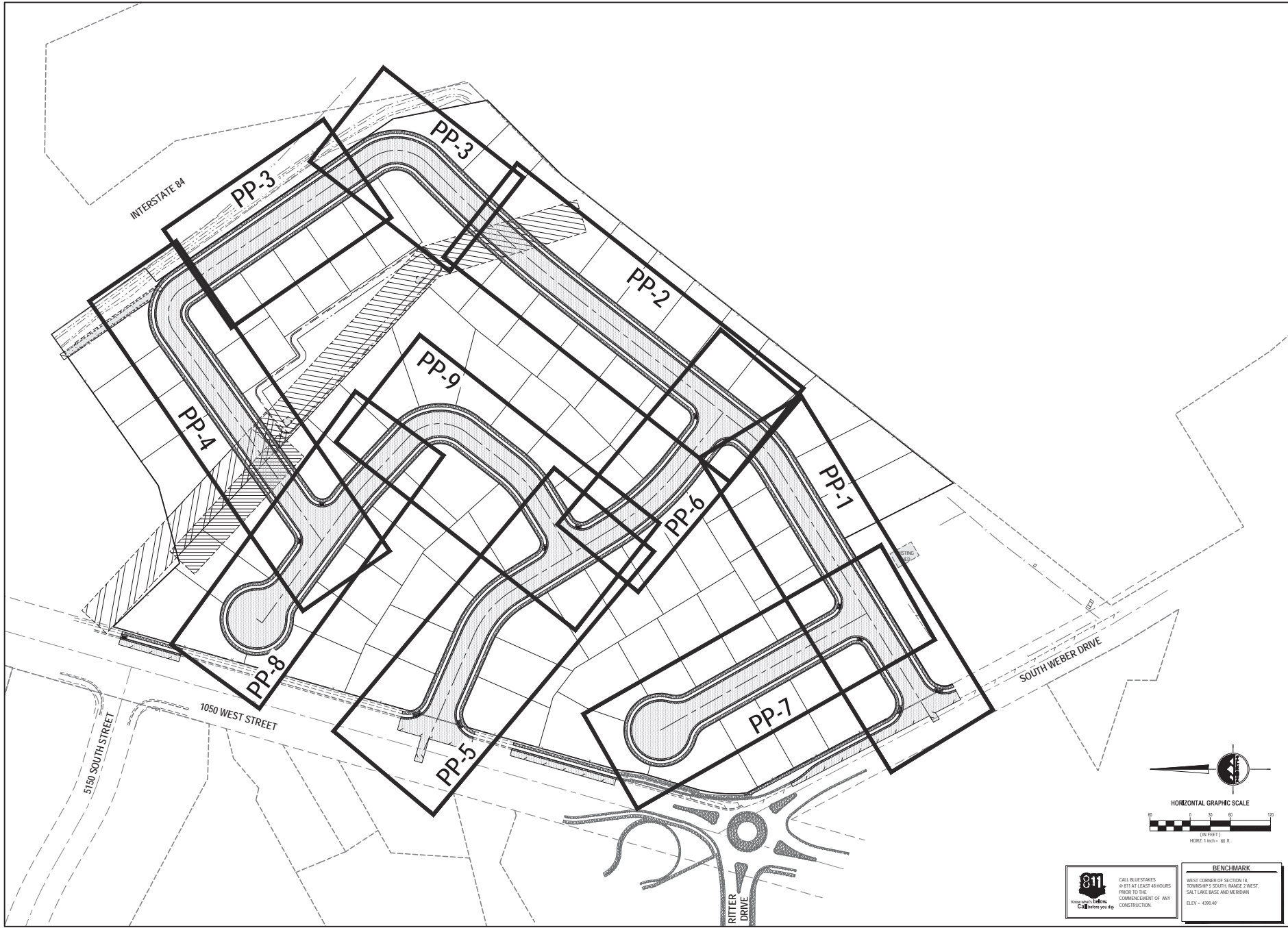
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RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

EROSION CONTROL PLAN

PROJECT NUMBER	11530	REVISION	BRZ22
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

C-500



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BENCHMARK
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SALT LAKE BASE AND MERIDIAN
ELEV = 4390.40'

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2022-08-04 PRELIM SUBMITTAL

**PLAN AND PROFILE
KEY MAP**

PROJECT NUMBER 11530	DESIGNER BROCK ANDERSON
DRAWN BY JWS	CHECKED BY BAM
PROJECT MANAGER BAM	

PP-0



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BENCHMARK

WEST CORNER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4396.407

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE
DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
① 4" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER
RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
② 1" CULINARY WATER METER AND SERVICE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.

EXISTING ROADWAY

SOUTH WEBER DRIVE

MATCHLINE
SEE DRAWING PP-7

AVA COURT

MOTOR VU DRIVE

HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORIZ. 1 inch = 20 ft.
VERT. 1 inch = 4 ft.

KEY MAP

NOT TO SCALE



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2022-08-04 PRELIM SUBMITTAL

PLAN AND PROFILE
MOTOR VU DRIVE

PROJECT NUMBER: 11330
DRAWN BY: JWS
PROJECT MANAGER: BAM

REVISION: 04/22
CHECKED BY: BAM

PP-1

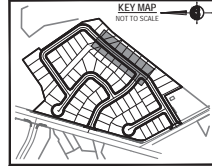
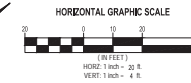
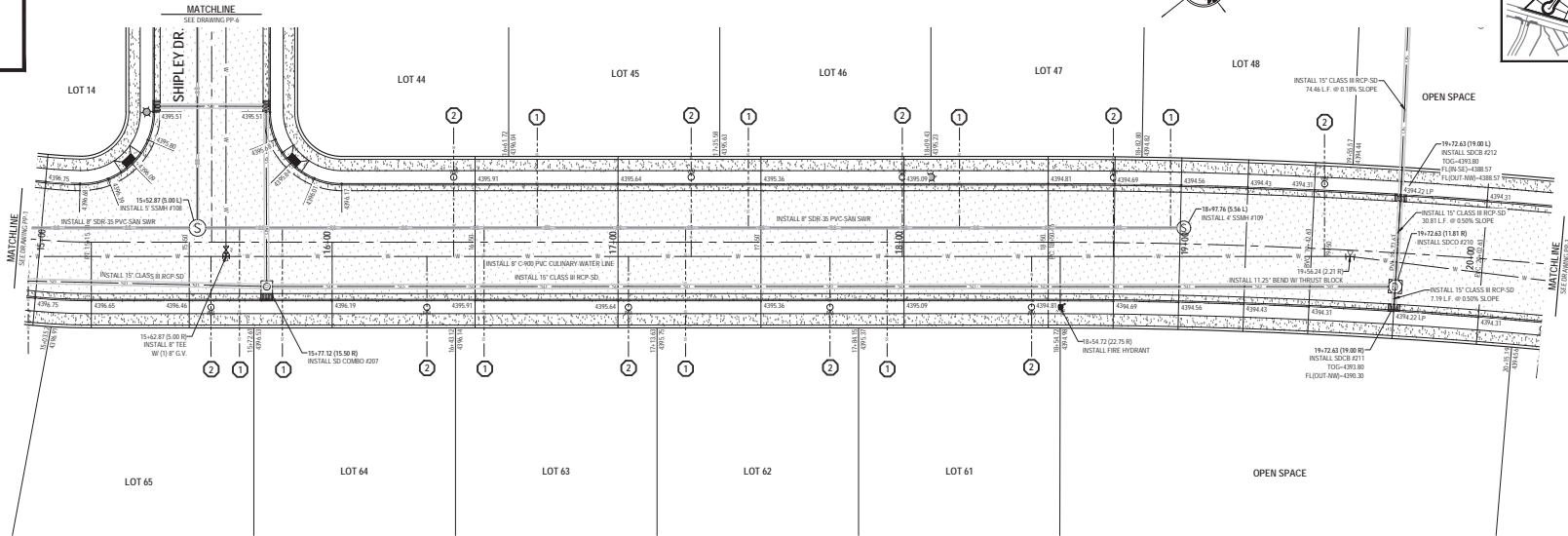


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BENCHMARK

WEST CORNER OF SECTION 16,
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SALT LAKE BASIN AND MERIDIAN
ELEV. = 4296.407

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE
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2022-08-04 PRELIM SUBMITTAL

**PLAN AND PROFILE
MOTOR VU DRIVE**

PROJECT NUMBER	1130	REVISION	04/22
DRAWN BY	JWS	CHECKED BY	BAM
PROJECT MANAGER	BAM		

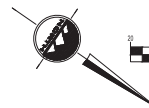
PP-2



WEST CORNER OF SECTION 18,
TOWNSHIP 5 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4290.407

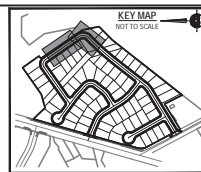
SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

- 1" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
- 1" CULINARY WATER METER AND SERVICE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.



HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ: 1 inch = 20 ft.



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CONTACT:
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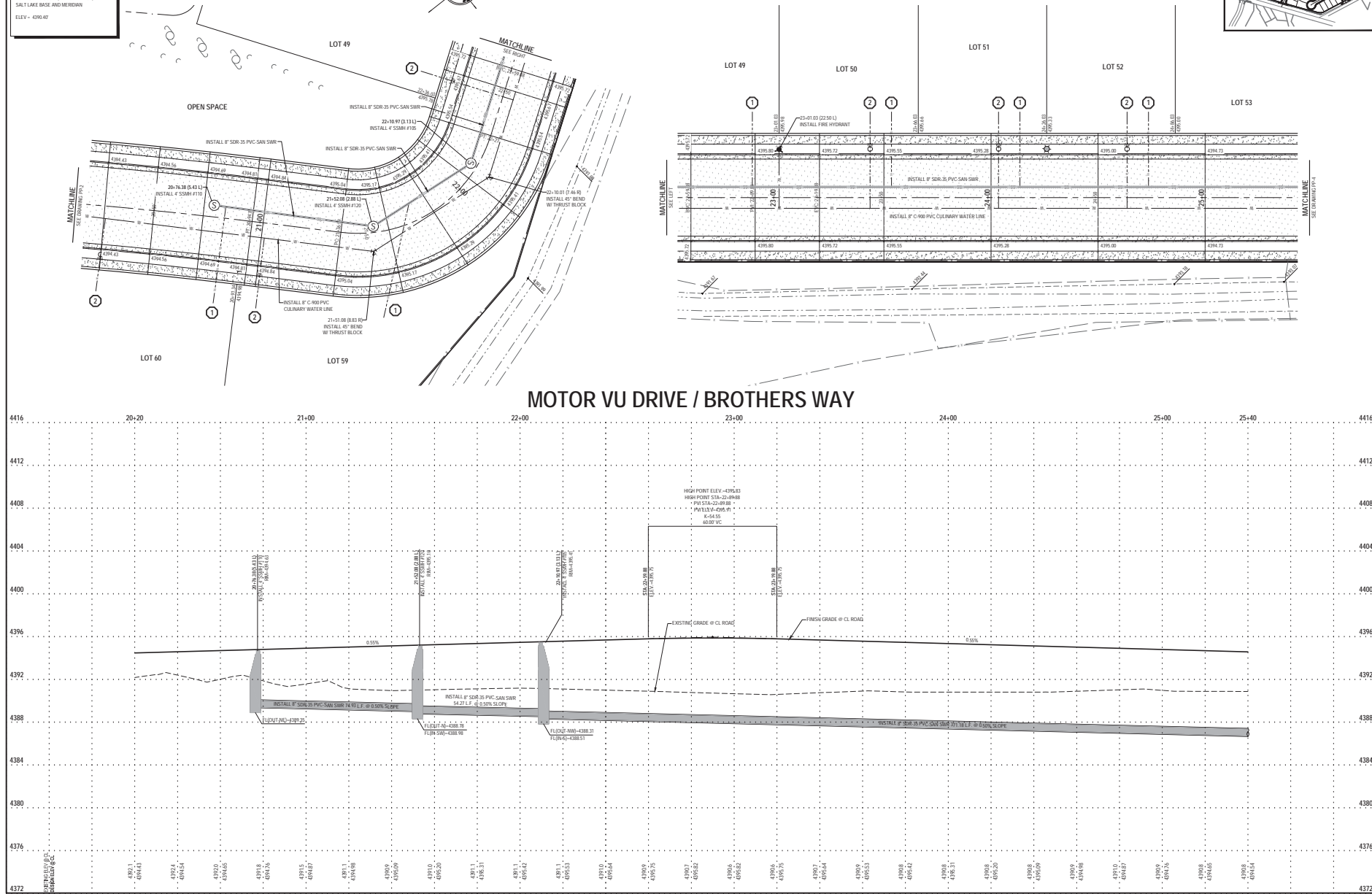
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2022-08-04 PRELIM SUBMITTAL

PLAN AND PROFILE MOTOR VU DRIVE / BROTHERS WAY

PROJECT NUMBER	PRINT DATE
11330	8/4/22
DRAWN BY	CHECKED BY
JWS	BAM
PROJECT MANAGER	
BAM	

PP-3





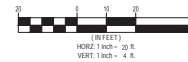
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BENCHMARK

WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4296.407

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE
DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
① 4" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEANOUTS AT MAXIMUM 100-FOOT SPACING, PER
RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
② 1" CULINARY WATER METER AND SERVICE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.

HORIZONTAL GRAPHIC SCALE



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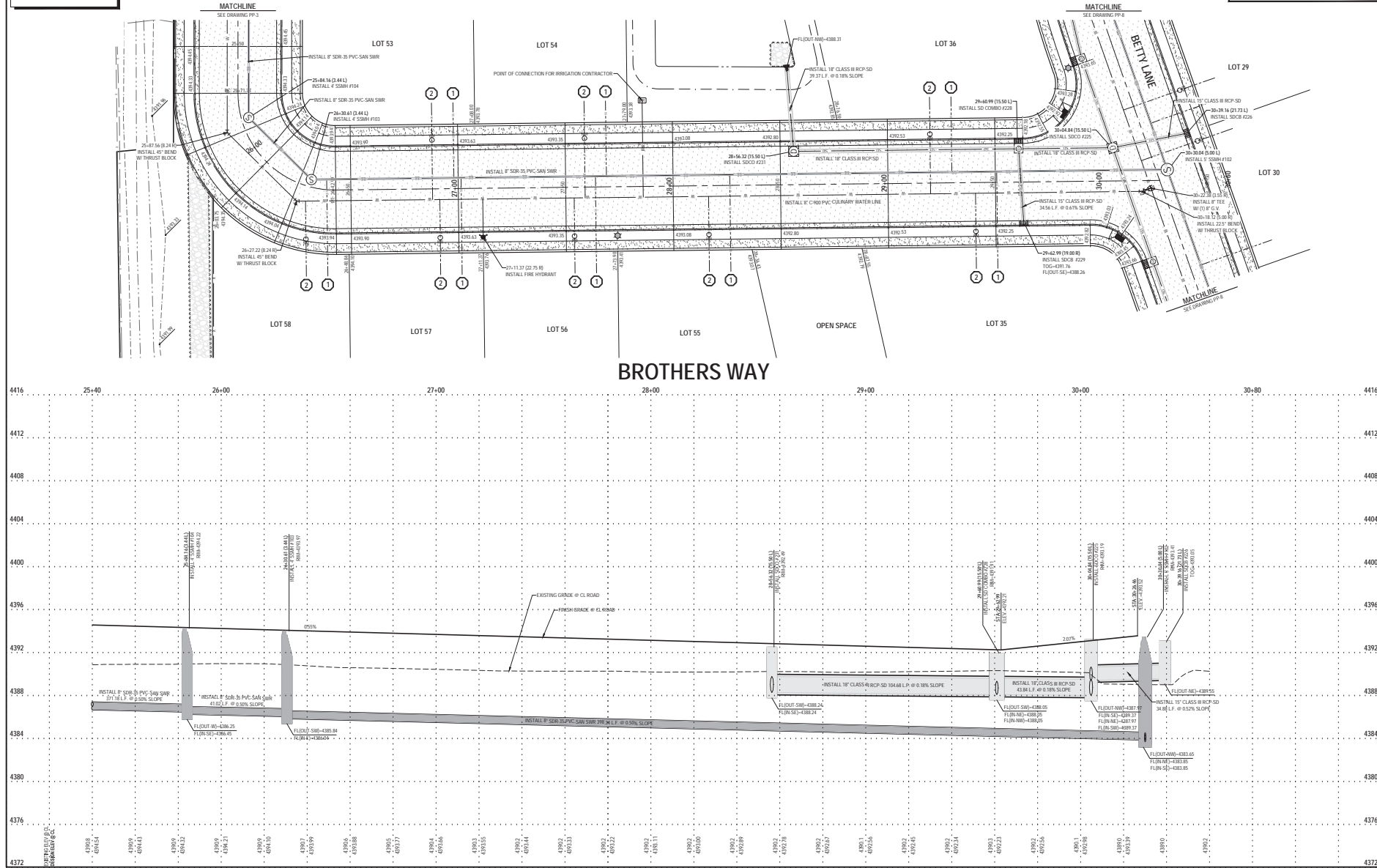
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PLAN AND PROFILE
BROTHERS WAY

PROJECT NUMBER: 11330
DRAWN BY: JWS
PROJECT MANAGER: BAM

REVISION: 08/22
CHECKED BY: BAM

PP-4



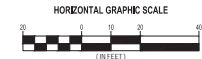
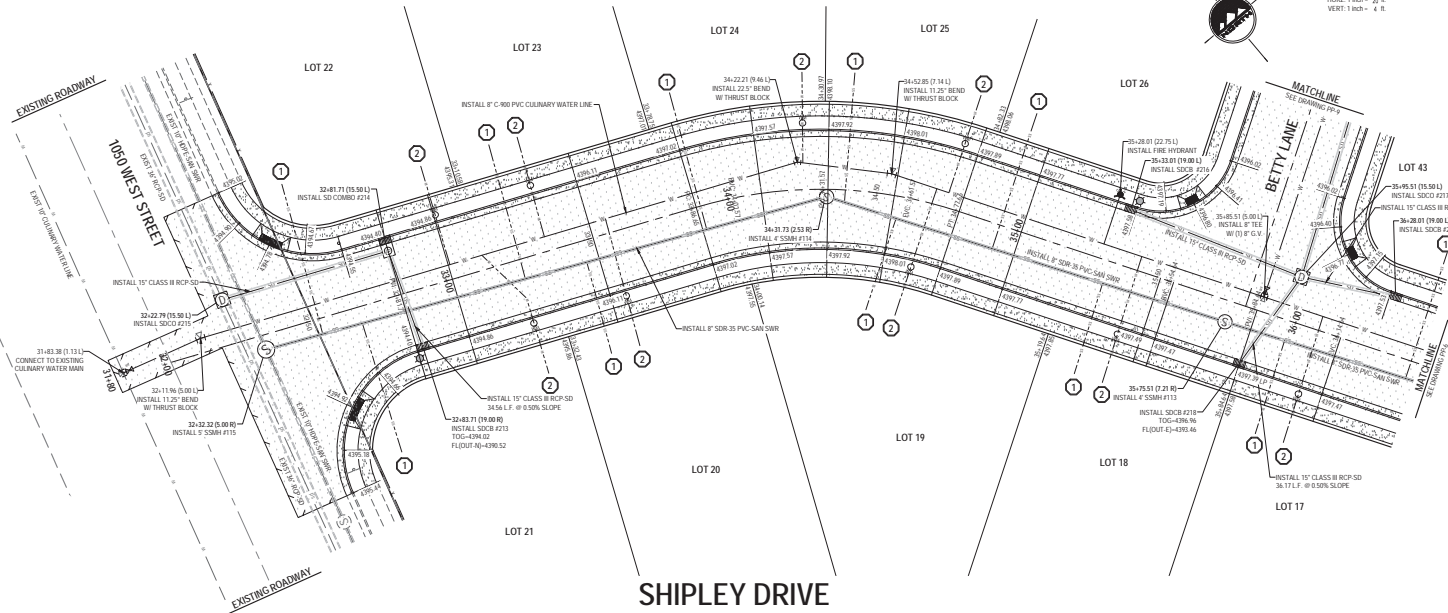


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WEST CORNER OF SECTION 19
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SALT LAKE BASIN AND MERIDIAN
ELEV. = 4296.407

SCOPE OF WORK:
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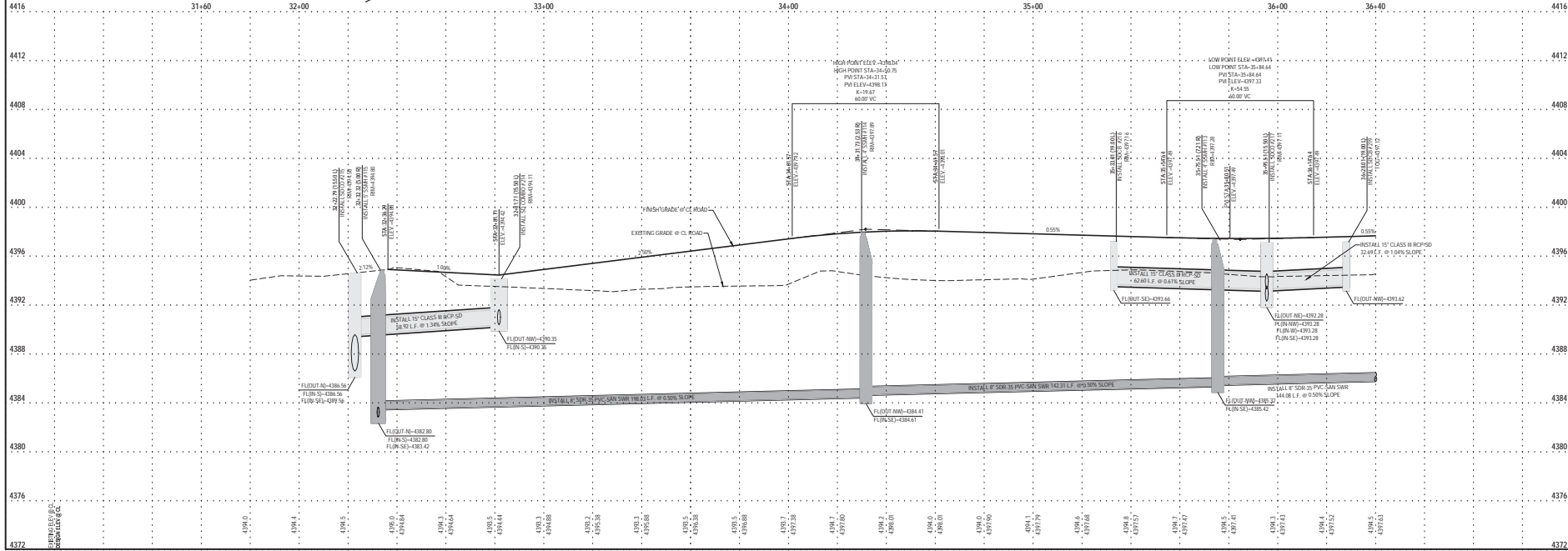
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COLEMAN VU HEIGHTS

**5369 SOUTH 1050 WEST
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2022-08-04 PRELIM SUBMITTAL

**PLAN AND PROFILE
SHIPLEY DRIVE**

PROJECT NUMBER: 11330
DRAWN BY: JWS
CHECKED BY: BMM

REVISIONS:
REVISION: 01
DATE: 08/04/22
BY: BMM

PP-5



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@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

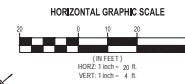
BENCHMARK

WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4296.407

SCOPE OF WORK:

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

- 4" SDR-35 PVC SANITARY SEWER LATERAL, INCLUDING CLEAROUTS AT MAXIMUM 100-FOOT SPACING, PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.
- 1" CULINARY WATER METER AND SERVICE PER RIVERDALE CITY'S STANDARDS AND SPECIFICATIONS.



SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ANDERSON DEVELOPMENT
9337 SOUTH 750 EAST
SANDY, UTAH 84070
CONTACT:
BROOKE ANDERSON
PHONE: 801.414.2380

COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

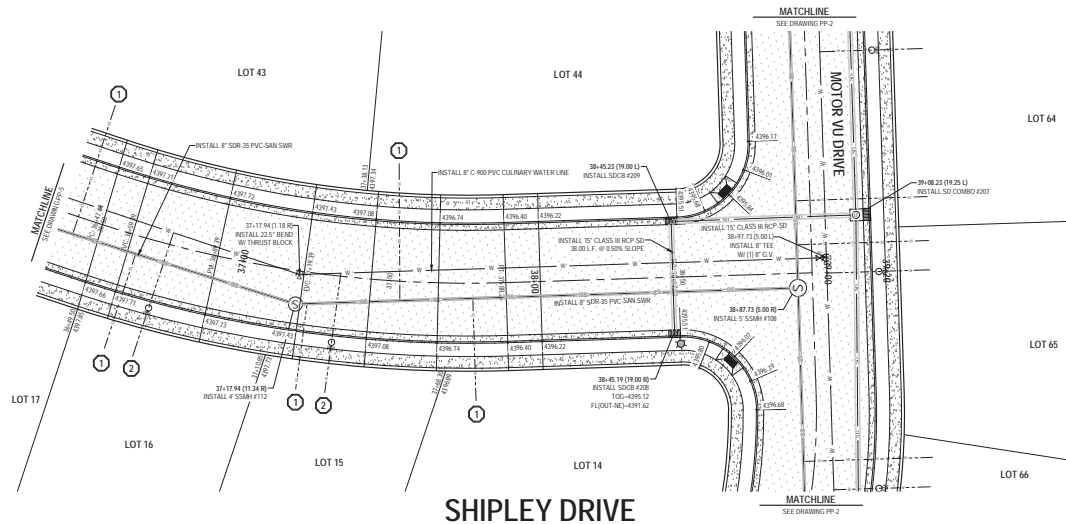
2022-08-04 PRELIM SUBMITTAL

PLAN AND PROFILE
SHIPLEY DRIVE

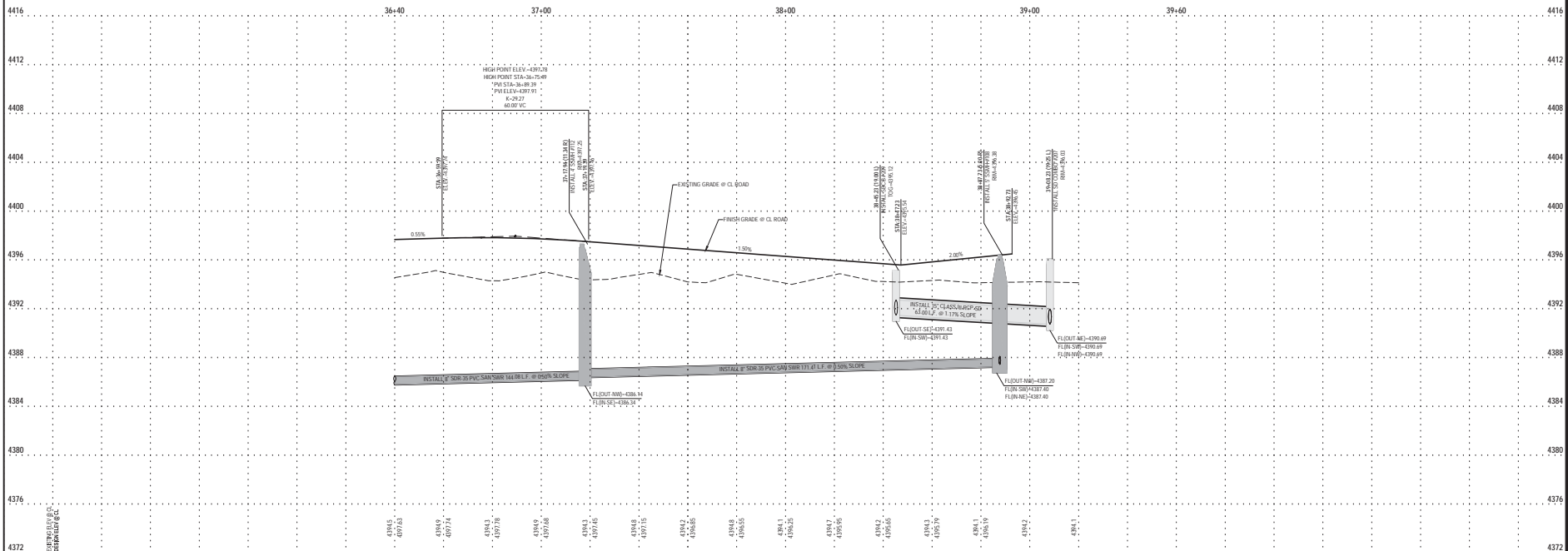
PROJECT NUMBER: 11330
DRAWN BY: JWS
PROJECT MANAGER: BAM

REVISION: 04/22
CHECKED BY: BAM

PP-6



SHIPLEY DRIVE





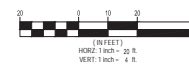
CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

WEST CORNER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASIN AND MERIDIAN
ELEVATION = 4396.407

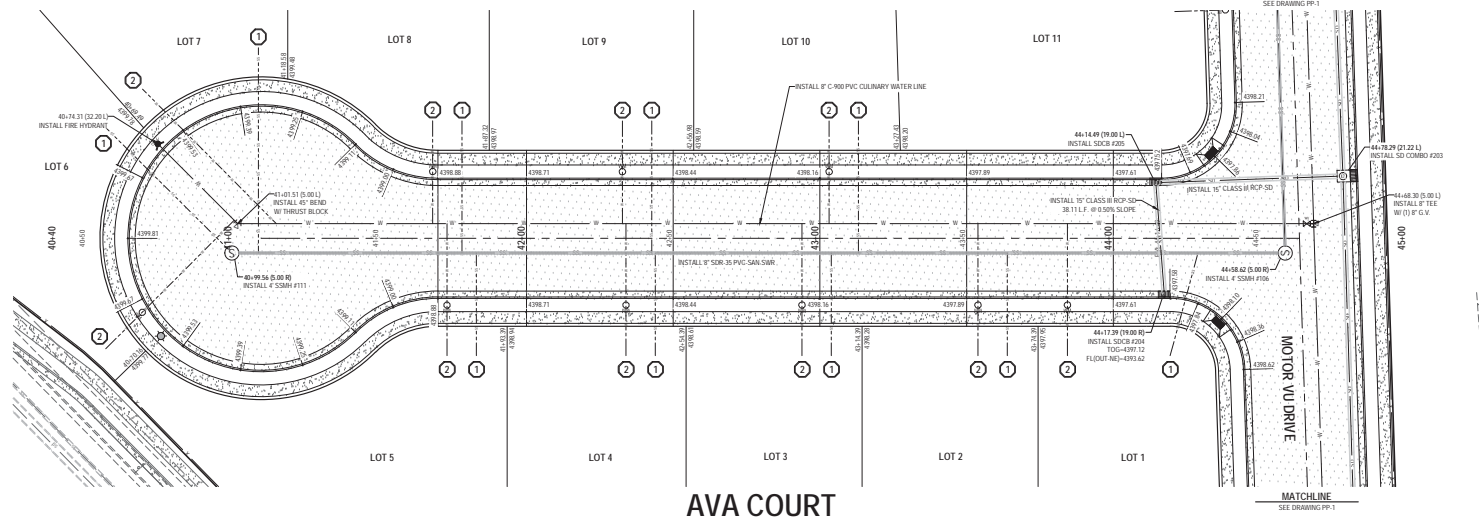
SCOPE OF WORK:
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DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:
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HORIZONTAL GRAPHIC SCALE

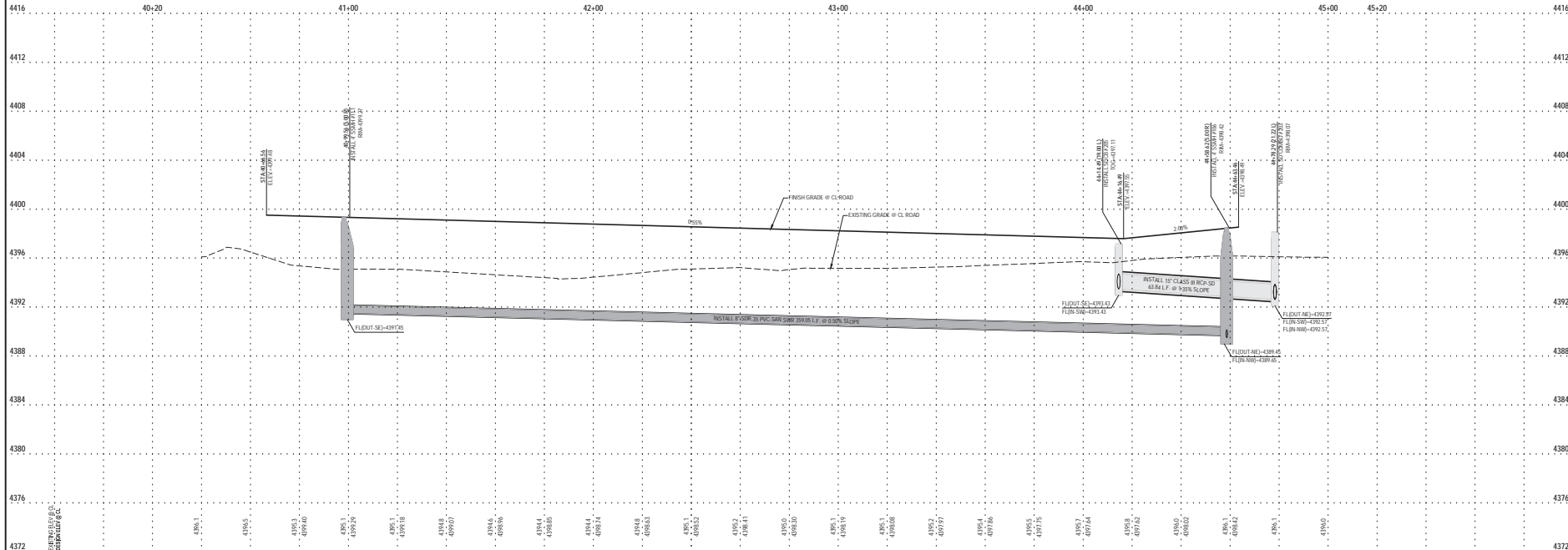


KEY MAP

NOT TO SCALE



AVA COURT



COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

PLAN AND PROFILE AVA COURT

PROJECT NUMBER: 1130
DRAWN BY: JWS
PROJECT MANAGER: BAM

REVISION: 04/22
CHECKED BY: BAM
DATE: 04/22

PP-7

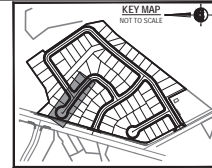
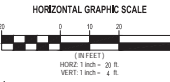
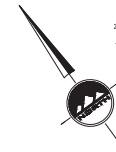
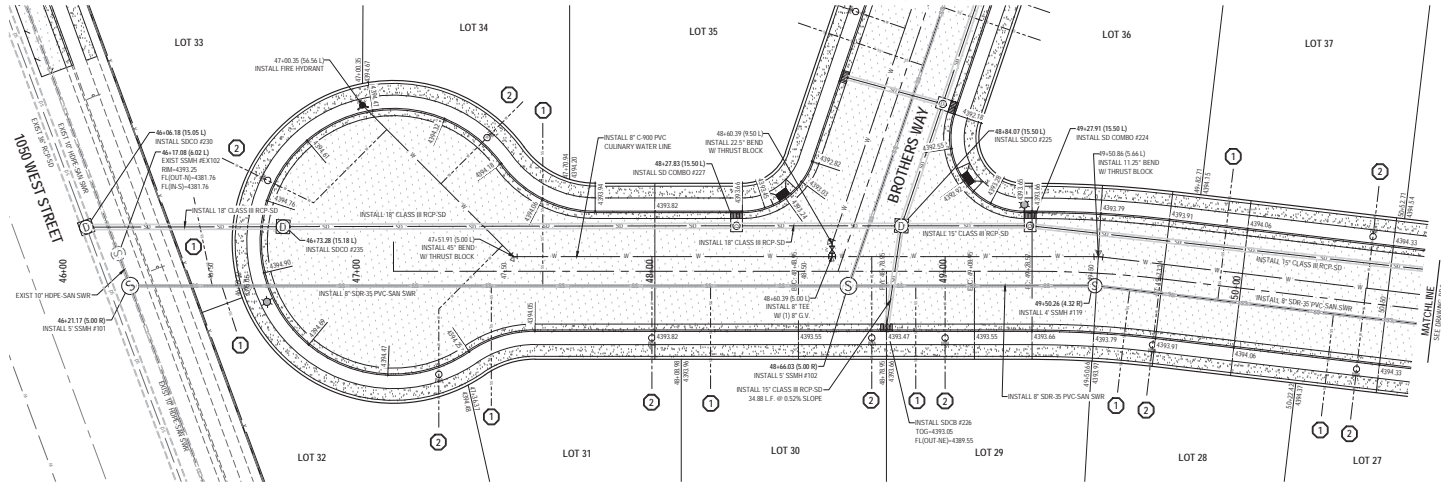


CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

WEST CORNER OF SECTION 19
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4396.497

SCOPE OF WORK:
PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED. THE
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FOR:
ANDERSON DEVELOPMENT
9537 SOUTH 750 EAST
SANDY, UTAH 84070
CONTACT:
BROCK ANDERSON
PHONE: 801.442.8800

COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

PLAN AND PROFILE BETTY COVE / BETTY LANE

PROJECT NUMBER: 11330
DESIGNED BY: JWS
DRAWN BY: JWS

REVISION: BR22
CHECKED BY: BAM
PROJECT MANAGER: BAM



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@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

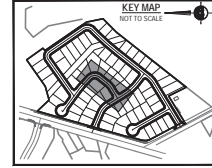
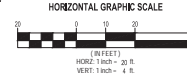
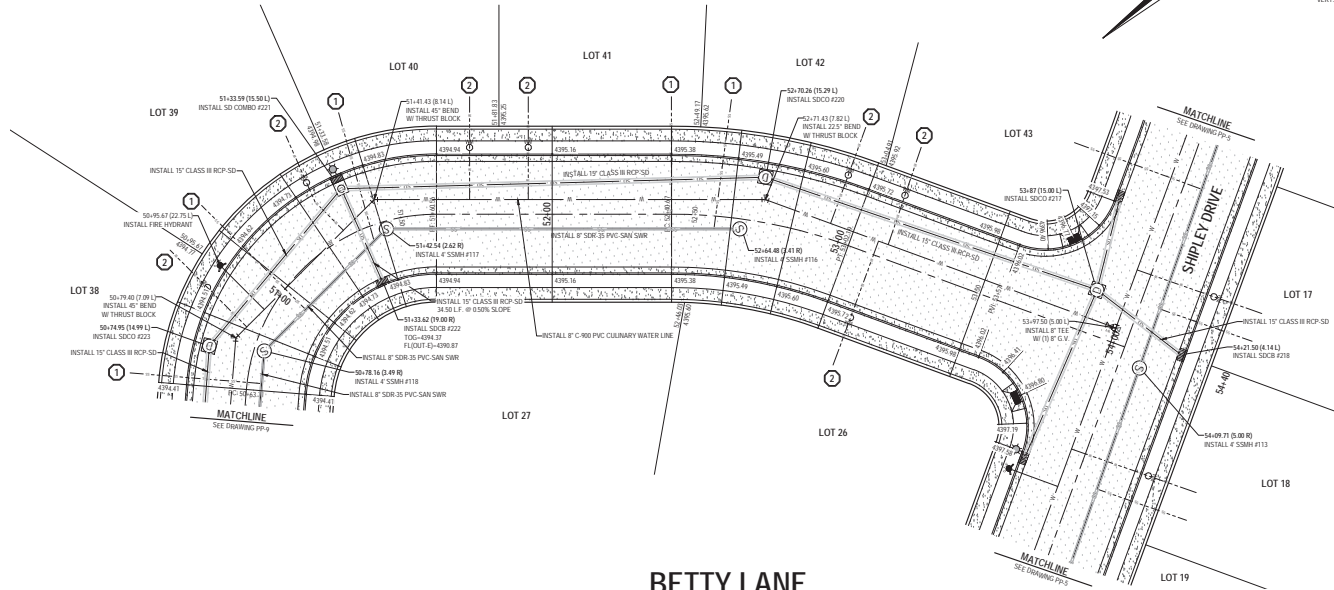
BENCHMARK

WEST CORNER OF SECTION 16
TOWNSHIP 3 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
ELEV = 4286.407

SCOPE OF WORK:

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SANDY, UTAH 84070
CONTACT:
BROOKE ANDERSON
PHONE: 801.462.8800

COLEMAN VU HEIGHTS

5369 SOUTH 1050 WEST
RIVERDALE, UTAH

2022-08-04 PRELIM SUBMITTAL

PLAN AND PROFILE
BETTY LANE

PROJECT MANAGER: BROOKE ANDERSON
DESIGNER: BROOKE ANDERSON
DRAWN BY: JWS
CHECKED BY: BMM
PROJECT MANAGER: BMM

PP-9

RIVERDALE CITY
PLANNING COMMISSION AGENDA
August 23, 2022

AGENDA ITEM: E4

- SUBJECT:** Review and discussion of Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.
- Consideration to set a public hearing for Planned Residential Unit Development (PRUD) request at 5368 South 1050 West, Riverdale, Utah 84405 as part of the Coleman Vu Heights PRUD Subdivision as requested by RD Development Group.
- PRESENTER:** Mike Eggett, Community Development
- INFORMATION:**
- a. [Coleman Vu PRUD Req App \[20220808\]](#)
 - b. [Draft CCR](#)

[BACK TO AGENDA](#)



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405
Acct # 10-3-9000

PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION

Date Submitted: 8/18/2022
Applicant's Name: RD Development- Keaton Morton
Applicant's Address: 9710 South 700 East Suite 205 Sandy, Utah 84070
Phone Number(s): 801-856-2478
Builder's Name: Goldcrest Homes
Builder's Address: 9730 South 700 East Suite 100 Sandy, Utah 84070
Phone Number(s): 5408 S Weber Dr.
Property Owner: Movu LLC
Owner's Address: 5406 S Weber Drive
Phone Number(s): _____
Address of Site: 5369 South 1050 West
Zone: R-2 Adjacent zone(s): A-1, O-1, R-1-8, R-1-6 Acreage: 19.68
Type of Association: _____ Condominium: _____ Homeowner: ☒
Number of Dwellings: 68 Square Footage: _____
Stories: 2 Number of Buildings: 68
Type of Construction: Residential
Off-Street Parking: Covered: _____ Open: _____
Set back on periphery: _____ Width of internal road(s): 60'
Type of external lighting (other than dwellings): Standard Street Lights
Type of screening or fencing on perimeter: 6' Vinyl Fence
Date work starts: NA Building Permit No.: NA
Approximate Completion Date: NA

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

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

[Signature]
Signature of Applicant

[Signature]
Signature of the Property Owner

I authorize RD Development
this application.

to act as my representative in all matters relating to

[Signature]
Signature of the Property Owner

PRUD Request Fee - \$500

Date Paid: 8/18/2022



APPLICATION REQUIREMENTS AND PROCEDURE FOR PRUD REQUEST

1. The applicant shall submit to the Community Development Department the following:
 - a. A completed **PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) APPLICATION** formally requesting a PRUD and stating the reasons for the request
 - b. A **PROPERTY PLAT MAP** of the area of the requested PRUD, Plats are available at the Weber County Recorder's Office.
 - c. A **LEGAL DESCRIPTION** of the subject property
 - d. A **PRUD REQUEST FEE** as established by resolution of the Riverdale City Council.
2. The Planning staff requires at least ten (10) working days for review of the proposed PRUD.
3. The Planning staff shall schedule a public hearing for the Planning Commission to consider the PRUD request. The public hearing requires a 15-day notification period to all property owners within 500 feet of the proposed PRUD area. It is recommended that the applicant / property owner be present at the public hearing.
4. The Planning Commission may make a recommendation the night of the public hearing; however, the Planning Commission has up to thirty (30) days to make their final recommendation.
5. The Planning Commission, subject to the requirements of the PRUD Chapter, may recommend approval or denial, or approval with conditions, of the proposed PRUD development to the City Council.
6. The City Council, after holding a public meeting, may approve or disapprove the application for a planned residential unit development (PRUD). In approving an application, the City Council may attach such conditions including a limitation of time during which the permit remains valid, as it may deem necessary to secure the purposes of the PRUD chapter. Approval of the city council, together with any conditions imposed, constitutes approval of the proposed development as a "permitted use" in the zone in which it is proposed. The decision of the City Council is final.

The Planning Commission schedules public hearing:

Date: _____

Decision: _____

City Council scheduled to consider this application:

Date: _____

Decision: _____

Riverdale Site Plan PRUD Application

1

A. Why should the PRUD application be granted?

- The development includes a major power line corridor. The development has no powerlines going over the top of the homes and instead has been used for community open space. The open space will allow for families to gather and use the open space as an amenity.

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

- The city has this area designated as single family residential with 8,000 sq ft lots which would allow for up to about 78 lots. The proposed PRUD has a total of 68 single family lots which falls significantly under the allotted lot number.

C. If the proposed PRUD is not in harmony, what conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?

- None the proposed PRUD is in harmony with the General Plan.

D. How is the PRUD in the public interest as well as the applicants desire?

- Providing more community open space provides an amenity for the public to use. This PRUD application allows for more open space for the entire community benefiting not just the subdivision but the whole community.
-

2. The project build out is projected to be approximately 2.8 years or 2 units per month.

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.551384

Aug 8, 2022

RD DEVELOPMENT HOLDINGS,

Previous Balance:	.00
MISCELLANEOUS - PRUD REQUEST FEE 5369 S 1050 W	500.00
10-36-9000 SUNDRY REVENUE	

Total:	500.00
--------	--------

RD DEVELOPMENT HOLDINGS, LLC

Previous Balance:	.00
MISCELLANEOUS - 5369 s 1050 w	6,800.00
10-34-1500 ZONING & SUB. FEES	

Total:	6,800.00
--------	----------

CHECK	Check No: 002004	7,300.00
Total Applied:		7,300.00

Change Tendered:	.00
------------------	-----

Duplicate Copy

08/08/2022 3:39 PM

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF
EASEMENTS
FOR
--- SUBDIVISION.
A PLANNED UNIT DEVELOPMENT

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION FOR --- SUBDIVISION. (“Declaration”) is promulgated by the Coleman VU Heights LLC. (“Declarant”) and becomes effective when recorded with the Weber County Recorder’s Office.

RECITALS

- A. --- Subdivision. is a planned unit development located in Riverdale, Weber County, Utah;
- B. The Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the Project, subject to the following covenants, conditions, restrictions, easements and limitations herein set forth which are hereby declared to be for the benefit of the whole tract and all of the Project described herein and the owners thereof, their successors and assigns;
- C. All Owners, guests, invitees, agents, and residents shall abide by the provisions of this Declaration;
- D. These covenants, conditions, restrictions, easements, and limitations shall run with the land described in Exhibit “A” and shall be binding on and burden all parties having or acquiring any right, title, or interest to the land or any part thereof and shall create servient tenements on the land. The covenants, conditions, restrictions, easements, and limitations shall also benefit all parties having or acquiring any right, title, or interest to the land and shall create dominant tenements on the land;
- E. The Association shall be incorporated as a Utah nonprofit corporation, and shall be entitled to the rights, obligations, and benefits of the Revised Nonprofit Corporation Act (Utah Code Ann. 16-6a-101, *et. seq.*) as amended from time to time.
- F. The Association shall be subject to the Utah Community Association Act (Utah Code 57-8a-101, *et. seq.*) and shall be entitled to the rights, obligations, and benefits if this act as may be amended from time to time.

NOW THEREFORE, for the benefit of the Project and the Owners thereof, the following

covenants, conditions, restrictions and easements shall apply to and be binding on the Project:

I. DEFINITIONS

1.1. Act shall mean and refer to the Utah Community Association Act, codified beginning at Section 57-8a-101, Utah Code Annotated, as the same may be amended from time to time.

1.2. Annexable Property shall mean all real property described in Exhibit "B" of this Declaration, as amended.

1.3. Declaration shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for --- Subdivision.

1.4. Assessments shall mean any charge imposed or levied by the Association against Owners including but not limited to annual assessments corresponding with the Common Expenses as well as special assessments, individual assessments, late fees, and fines, all as provided in this Declaration.

1.5. Architectural Review Committee or AR Committee shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article X.

1.6. Association shall mean and refer to the --- Subdivision., a Utah non-profit corporation.

1.7. Board or Board of Directors shall mean and refer to the Board of Directors of the Association as duly elected in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of the Association. The Board is the governing body of the Association.

1.8. Bylaws shall mean and refer to the Bylaws of the Association as the same may be amended from time to time.

1.9. Committee or Architectural Review Committee shall mean and refer to the Board or, if so appointed by the Board, a committee having architectural control powers as further described in Article X.

1.10. Common Areas shall mean and refer to the entire Property that is not included within the Lots, which is owned by the Association for the common use and enjoyment of the Owners. Common Areas are described on the Plat, including but not limited to the playground and picnic area, outdoor lighting, fences, landscaping, sidewalks, parking areas, and driveways, together with all improvements thereon and all easements appurtenant thereto including but not limited to private utility lines, landscape easements and personal property owned by the Association when the context so requires, all of which are not included within the dimensions of any Living Unit or the exteriors of the Living Unit.

1.11. Common Expenses shall mean (a) all sums lawfully assessed against Owners; (b) expenses of administration, maintenance, management, operation, repair and replacement of the Common Areas which are maintained by the Association; (c) expenses allocated by the Association among the Owners; (d) expenses agreed upon as common expenses by the Association or its Board of Directors; (e) expenses declared common expenses by the Declaration; and (f) other miscellaneous charges incurred by the Association or the Board pursuant to the Act, this Declaration, the Bylaws, or the Rules.

1.12. Development or Project shall at any point in time mean, refer to, and consist of the Subdivision then in existence.

1.13. Director shall mean and refer to an individual member of the Board of Directors.

1.14. Governing Documents or Project Documents shall mean and refer to the Declaration, Articles of Incorporation, Bylaws, plat maps, and any rules, regulations, policies, resolutions adopted by the Board.

1.15. Living Unit shall mean and refer to a structure which is designed and intended for use and occupancy of a single residence, or less than all of the residences, together with all improvements located on or with respect to the Lot concerned which are used in connection with such residence.

1.16. Lot shall mean and refer to each of the individual lots within the --- project, as shown on the Plat, with the exception of the Common Areas.

1.17. Manager shall mean a person, persons, or entity, if any, selected by the Board to manage the affairs of the Association and Property.

1.18. Member shall mean and refer to a Lot Owner.

1.19. Mortgage shall mean any and refer to a mortgage, deed of trust, or trust deed or the act of encumbering any Lot or any property by a mortgage, trust deed, or deed of trust.

1.20. Mortgagee shall mean and refer to any person or entity named as a mortgagee of a mortgage or beneficiary under or holder of a deed of trust.

1.21. Occupant shall mean and refer to any Person, other than an Owner, living, dwelling, or staying in a Living Unit. This includes, but is not limited to, all lessees, tenants, and the family members, agents, and representatives living, dwelling, or staying in a Living Unit.

1.22. Owner or Lot Owner shall mean and refer to the record owner, whether one or more Persons, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

1.23. Person shall mean and refer to a natural individual, corporation, business entity, estate, partnership, trustee, association, joint venture, government, governmental subdivision, or agency or other legal entity capable of holding title to real property.

1.24. Plat shall mean and refer to the official subdivision plats of --- Subdivision, filed and recorded in the official records of the Weber County Recorder's Office.

1.25. Property shall mean and refer to all of the real property, which is covered by a Plat.

1.26. Restrictions shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.

1.27. Rules shall mean and refer to the rules, resolutions, regulations, policies, etc. adopted by the Board.

1.28. Subdivision shall mean and refer to the entire residential development and/or planned residential unit development, which is created and covered by a Plat.

II. PROPERTY DESCRIPTION

2.1. Submission. The Property, which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration, consists of the real property situated in Weber County, State of Utah described as follows:

SEE THE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE.

2.2. Name. The Project, as submitted to the provisions of this Declaration, shall be known as Coleman Vu Heights, a planned unit development.

2.3. Description of Lots. The Projects consists of 67 Lots, each of which includes a Living Unit and other improvements authorized on the Plat. All improvements have been and shall continue to be constructed in a style and of materials architecturally compatible with the other improvements on the Project. The Lots, their locations, and approximate dimensions are indicated on the respective Plats.

2.4. Common Areas. The Common Areas of the Project shall be and are outdoor lighting, fences, landscaping, sidewalks, parking areas, roads, and driveways, not included within the dimensions of any Lot, and any and all other Common Areas designated as such on the Plat, and any other future interests in Common Areas pursuant to the terms of this Declaration. A Lot Owner shall be entitled to the use and enjoyment of the Common Areas within the Project.

III. MEMBERSHIP AND VOTING RIGHTS

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

3.2. Voting Rights. The Association shall initially have the following two classes of votes:

(a) Class A. Class A Members shall be all Owners other than the Declarant until the Class B membership ceases. Class A Members shall be entitled to one vote for each Lot in which the interest required for membership in the Association is held. In no event, however, shall more than one Class A vote exist with respect to any Lot.

(b) Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to 2 votes for every Lot owned by Declarant plus 2 votes for every class A vote. The Class B Membership shall automatically cease and be converted to a Class A membership upon the sale of the last lot.

After turnover, Owners shall be entitled to one (1) vote for each Lot in which the interest required for membership in the Association is held. Voting is limited to one (1) vote per Lot. There is a total of Sixty Seven (67) votes in the Association.

3.3. Multiple Ownership Interests. In the event there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast by any of such Owners, whether in person or by proxy or by written ballot, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made or if there are conflict votes from the same Lot, the vote involved shall not be counted for any purpose other than to determine whether a quorum exists.

3.4. Record of Ownership / Reinvestment Fee. Every Owner shall promptly cause to be duly filed of record the conveyance document (or in the case of contract buyer, a copy of the sales contract) to him of his Lot. Each Owner shall file a copy of such conveyance documents (or contract) with the secretary of the Association, with a reinvestment fee of .5% of the purchase price of the Lot, who shall maintain a record of ownership of the Lots. Any Owner who mortgages his Lot or any interest therein by a mortgagee which has priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the Mortgagee and also of the release of such Mortgage; and the secretary of the Association shall maintain all such information in the records of ownership. Any cost incurred by the Association in obtaining the information about an Owner as specified herein which is not furnished by such

Owner shall nevertheless be at the expense of such Owner and shall be reimbursed to the Association as an "Individual Assessment" in accordance with the provisions of Section 5.6.

3.5 Proxies. An Owner may give his proxy, either specific or general, to another Owner, a third person, or to a contract purchaser or his Lot to vote on all matters coming before the Association for vote provided the same is in writing, authenticated by witnesses or a notary public, and is presented to those Association officers conducting such vote.

IV. PROPERTY RIGHTS IN COMMON AREAS

4.1. Easement of Enjoyment. Each Member shall have a right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Lot and in no event shall be separated therefrom. Any Member may delegate the right and easement of use and enjoyment described herein to any family member, tenant, lessee, or contract purchaser who resides on such Member's Lot.

4.2. Title to Common Areas. The Declarant has conveyed title to the Association on various Common Areas.

4.3. Limitation on Easement. A Member's right and easement for the use and enjoyment of the Common Areas shall be subject to the following:

(a) The right of the Association to impose reasonable limitations on the number of guests per Member who at any given time are permitted to use the Common Areas;

(b) The right of the Association to charge reasonable admission and other fees for the use of the recreational facilities situation upon the Common Areas.

(c) The right of Weber County and any other governmental or quasi-governmental body having jurisdiction over the Property to access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Property for purposes of providing police and fire protection, transporting school children, and providing any other governmental or municipal service;

(d) The right of the Association to suspend voting rights and right to use the Common Areas by an Owner for any period during which any Assessments against his Lot remain unpaid, and for a period not to exceed sixty (60) days for any infraction of the Rule;

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas, and any sewer, water and storm drain lines to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association. Any such dedication or transfer must, however, be assented to by two-thirds (2/3) of the Lot Owners.

4.4. Delegation of Use. Any Owner may delegate his right of use and enjoyment to the Common Areas to family members, tenants, or contract purchasers who reside on the Property.

The rights and privileges of such delegee or assignee shall be subject to suspension in the same manner and to the same degree as those of an Owner, as described in Article IV, Section 4.3 above.

4.5. Compliance with Covenants and Restrictions and Rules and Regulations. Each Owner and Owners' guests shall comply with the covenants and restrictions imposed by this Declaration on the use and enjoyment of the Common Area. Further, each Owner and Owners' guests shall fully and faithfully comply with the rules, regulations and restrictions applicable to use of the Common Area, as such rules, regulations and restrictions are from time to time adopted by the Association for the safety, care, maintenance, good order and cleanliness of the Common Area.

V. ASSESSMENTS

5.1. Covenant to Pay Assessments. Each Owner of any Lot by the acceptance of a deed therefore, whether or not it be so expressed in the deed, hereby covenant and agree with each other and with the Association to pay to the Association all Assessments, including by illustration but not limitation all Annual, Special, or Individual Assessments described below, and other fees, charges, levies, and fines as provided in the Governing Documents.

5.2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of residents of the Property, including but not limited to the appearance and aesthetics of the Project. The use made by the Association of funds obtained from Assessments may include, but is not limited to, payment of the cost of taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas; establishing and funding a reserve to cover major repair or replacement of improvements within the Common Areas; and any expenses necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this Declaration, the Bylaws, or its Articles of Incorporation.

5.3. Declarant's Covenant for Assessments. Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Lots owned by it until such time as: (1) the physical structures are substantially completed; (2) certificates of permanent occupancy are issued and the Living Units are sold; or (3) Declarant elects in writing to pay the Assessments, whichever first occurs.

5.4. Basis for Assessments. The total annual Assessments against all Lots shall be based upon advance estimates of cash requirements by the Board to provide for the payment of each Owner's share of the Common Expenses and all estimated expenses growing out of or connected with the maintenance and operation of the Common Areas, among other things, is expenses of management; grounds maintenance; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Association is required or permitted to maintain; common lighting and heating; water charges; trash collection; sewer service charges; repairs and maintenance; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve, surplus and/or sinking fund; and any other expenses and liabilities which may be incurred by the Board for the benefit of the Owners under or by reason of this Declaration.

5.5. Annual Assessments. Annual Assessments shall be made on a calendar year basis. The Board shall give written notice of each Annual Assessment not less than thirty (30) days nor more than sixty (60) days prior to the beginning of the next calendar year. Each Annual Assessment shall be due and payable in monthly installments on the first day of each and every month and no separate notices of such monthly installment shall be required. At least fifteen (15) days prior to the effective date of any change in the amount of the Annual Assessment, the Association shall give each Owner written notice of the amount.

5.6. Special Assessments. In addition to the Annual Assessments, the Board may levy in any calendar year a Special Assessment up to One-thousand dollars (\$1,000), payable over such a period as the Board may determine for the purpose of defraying, in whole or in part any expense or expenses not reasonably capable of being fully paid with funds generated by Annual Assessments; the cost of any construction, reconstruction, or unexpected repair or replacement of the Property or Common Areas; or for any other expense incurred or to be incurred as provided in this Declaration. Additional Special Assessments over One-thousand dollars (\$1,000) in a calendar year may be levied if assented to by a majority of the Members present in person or by proxy at a meeting duly called for such purpose. Notice in writing of the amount of any Special Assessments and the time for their payment shall be given as soon as is reasonably possible to the Owners. Payment shall be due on the dates and in the manner provided in the notice.

5.7. Individual Assessments. In addition to Annual and Special Assessments authorized pursuant to Sections 5.5 and 5.6 above, the Board may levy at any time Individual Assessments: (a) on each Lot specifically benefited by any improvements to adjacent roads, sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Lot to be charged; (b) on each Lot the Owner or Occupant of which shall cause any damage to the Common Areas necessitating repairs; and (c) on each Lot as to which the Association shall incur any expense for maintenance or repair work performed or enforcement action taken pursuant to the provisions of the Governing Documents to bring a Lot and/or its Living Unit into compliance. The aggregate amount of any such Individual Assessments shall be determined by the cost of such improvements, repairs, maintenance, or enforcement action, including all overhead and administrative costs and attorney's fees, and shall be allocated among the affected Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be. Individual Assessments may be levied in advance of the performance of the work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association, it shall not give rise to an Individual Assessment against the Lot(s) benefited, unless such work was necessitated by the Lot Owner's or Occupants' negligence.

5.8. Uniform Rate of Assessment. Except for Individual Assessments provided in Section 5.7 above, Annual and Special Assessments shall be fixed at a uniform rate for all Lots. Notwithstanding the above language.

5.9. Personal Obligation and Lien. All Assessments, together with any interest, late fees, collection costs, and attorneys' fees if collection efforts become necessary shall be, constitute, and remain: (a) a charge and continuing lien upon the Lot with respect to which such Assessment is made; and (b) the personal obligation of the person who is the Owner of such Lot at the time the

Assessment falls due. No Owner may exempt himself or his Lot from liability for payment of Assessments by waiver of his rights concerning the Common Areas or by abandonment of his Lot. In a voluntary conveyance of a Lot, the grantee shall be jointly and severally liable with the grantor for all such unpaid Assessments, late payment fees, interest, and costs of collection, including reasonable attorneys' fees, which shall be a charge on the Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Owner is required to pay the Assessments regardless if all improvements have not yet been installed.

5.10. Certificate Regarding Payment. Upon the request of any Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot, the Association shall issue a certificate stating whether or not all Assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon. The Association may charge the requesting Owner, prospective purchaser, mortgagee, or encumbrancer of a Lot a reasonable fee of up to twenty-five dollars (\$25) or an amount greater if so provided in the Act.

5.11. Default in Payment of Assessment; Enforcement of Lien. Assessments not paid within thirty (30) days of the due date thereof shall be deemed delinquent and subject to interest at the rate of eighteen percent (18%) per annum. In addition to the interest charge, a late fee may be imposed by the Board in an amount established through Rules. If an Assessment or other charge levied under this Declaration becomes delinquent, the Association may exercise any or all of the following remedies:

(a) The Association may suspend such Owners voting rights.

(b) The Association shall have a lien against each Lot for any Assessment levied against the Lot and any fines or other charges imposed under this Declaration or the Bylaws against the Owner of the Lot from the date on which the Assessment, fine, or charge is due. At any time any Assessment (of any type provided for by this Declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any Manager, may file a notice of lien in the deed records of Weber County, Utah against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future Assessments or installments, interest, late fees, penalties, fines, attorneys' fees, and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. Said lien may be foreclosed at any time as allowed by law. The lien of the Association shall be superior to all other liens and encumbrances except a lien or encumbrance recorded before the Original Declaration was recorded; a first or second security interest on the Lot secured by a mortgage or trust deed that is recorded before the Association's notice of lien; or a lien for real estate taxes or other governmental assessments against the Lot. The Association through its duly authorized agents, may bid on the Lot at any foreclosure sale, and may acquire and hold, lease, mortgage, and convey the Lot.

(c) The Association may bring an action to recover a money judgment for unpaid Assessments, fines, and charges under this Declaration against the Lot Owner without foreclosing or waiving the lien described in paragraph (b) above. Recovery on any such action, however, shall operate to satisfy the lien, or the portion thereof, for which recovery is made.

(d) If the delinquent Owner is leasing his Lot or any portion thereof, the Board may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due and the payment of such rent to the Board shall discharge such tenant for rent due, and shall discharge the Owner for such Assessments to the extent of the amount so paid.

(e) The Association may terminate utilities paid out of the Common Expense and the right to use the Common Areas.

(f) The Association shall have any other remedy available to it by law or in equity.

5.12. Reserve Account. The Association shall establish a reserve account to fund long-term maintenance of other areas required to be maintained by the Association; insurance; all other Common Expenses; and the administration, management, operation, and reserves of the Association. If the Board fails to adopt an annual budget, the last adopted budget shall continue in effect. The Board shall follow any statutory requirement to conduct a reserve analysis and use such reserve analysis in making budget decision for the funding of a Reserve Account.

5.13. Reimbursement of Tax Collection by County Authorized. It is recognized that under the Declaration the Association will own the Common Areas and that it will be obligated to pay property taxes to Weber County, to the extent taxes are required on such Common Areas. It is further recognized that each Owner of a Lot as a Member of the Association will be required to reimburse the Association for his pro rata share of such taxes paid. Notwithstanding anything to the contrary contained in the Declaration, Weber County shall be authorized to collect such pro rata share of taxes directly from each Owner by inclusion and said share with the tax levied on each Lot.

VI. DUTIES AND POWERS OF THE ASSOCIATION

6.1. General Powers and Obligations. The Association shall have, exercise and perform all of the following powers, duties, and obligations:

(a) The powers, duties, and obligations granted to the Association by this Declaration, its Bylaws, and the Articles of Incorporation;

(b) The powers and obligations of a nonprofit corporation pursuant to the general nonprofit corporation laws of the State of Utah;

(c) The powers, duties, and obligations of a homeowners association pursuant to the Utah Community Association Act, or any successor thereto;

(d) The powers, duties, and obligations not reserved specifically to the Lot Owners; and

(e) Any additional or different powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association pursuant to this Declaration or otherwise promoting the general benefit of the Owners within the Project.

The powers and obligations of the Association may from time to time be amended, repealed, enlarged, or restricted by changes in this Declaration made in accordance with the provisions herein, accompanied by any necessary changes in the Articles of Incorporation or Bylaws of the Association made in accordance with such instruments and with the nonprofit corporation laws of the State of Utah.

6.2. Specific Powers and Duties. The powers and duties of the Association shall include, without limitation, the following:

(a) Maintenance and Services. The Association shall provide maintenance and services for the Project as provided in Article VII and other provisions of this Declaration.

(b) Insurance. The Association shall obtain and maintain in force policies of insurance as provided in this Declaration or the Bylaws of the Association. The Association shall have no obligation to obtain or maintain any insurance covering the personal and real property of any Owner(s), and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

(c) Rulemaking. The Association, through its Board of Directors, shall make, establish, promulgate, amend, and repeal Rules governing the conduct of persons and the operation and use of the Property as it may deem necessary or appropriate in order to assure a clean, aesthetically pleasing, peaceful, and orderly use and enjoyment of the Property.

(d) Assessments. The Association shall adopt budgets and impose and collect Assessments as provided in Article V of this Declaration.

(e) Enforcement. The Association shall perform such acts, whether or not expressly authorized by this Declaration, as may be reasonably necessary to enforce the provisions of the Governing Documents of the Association.

(f) Title to Common Areas. The Association shall hold title to all Common Areas conveyed to it by its developer and pay all real property taxes and assessments levied upon any portion of the Common Areas, unless paid by the Owners, provided that the Association shall have the right to contest or compromise any such taxes or assessments.

(g) Employment of Agents, Advisers, and Contractors. The Association, through its Board, may employ the services of any person or corporation as managers, hire employees to manage, conduct, and perform the business, obligations, and duties of the Association, employ professional counsel and obtain advice from such persons or firms or corporations such as, but not limited to, community association managers, landscape architects, accountants, recreational experts, architects, planners, lawyers, reserve study specialists, or what is convenient for the management, maintenance, and operation of the Property. Any agreement with a Manager shall

not exceed a term of two (2) years, renewable by agreement of the parties for a successive two (2) year term, and shall be terminable by the Association upon no more than sixty (60) advanced notice.

(h) **Litigation.** The Board may instigate litigation to enforce the provisions of this Declaration or any other Common Law or statutory right which the Association is granted. The Association shall not commence any litigation without prior approval of the majority of the Members, if the litigation shall exceed the cost of five thousand dollars (\$5,000.00) either in attorney fee expenses or in costs (including any expert reports).

6.3. **Liability.** A member of the Board or an officer of the Association shall not be liable to the Association or any Member thereof for any damage, loss, or prejudice suffered or claimed on account of any action or failure to act in the performance of his or her duties, except for intentional or willful bad acts or acts of recklessness. In the event any Board member or any officer of the Association is made a party to any proceeding because the individual is or was a director or officer of the Association, the Association shall indemnify such individual against liability and expenses incurred to the maximum extent permitted by law, except where the Board member or officer is found by a court of law to have acted recklessly, willfully, or intentionally in carrying out his/her duties.

6.4. **Board of Directors.** Except where a matter or vote is specifically reserved to the Owners, the Board of Directors shall act in all instances on behalf of the Association.

6.5. **Proceedings.** The Association, acting through the Board, shall have the power and the duty to reasonably defend the Association (and, in connection therewith, to raise counterclaims) in any pending or potential lawsuit, arbitration, mediation or governmental proceeding (collectively hereinafter referred to as a "Proceeding"). The Association, acting through the Board, shall have the power, but not the duty, to reasonably institute, prosecute, maintain and/or intervene in a Proceeding, in its own name, but only on matters affecting or pertaining to this Declaration as to which the Association is a proper party in interest, and any exercise of such power shall be subject to full compliance with the following provisions:

(a) Any Proceeding commenced by the Association: (1) to enforce the payment of an assessment or an assessment lien or other lien against an Owner as provided for in this Declaration, or (2) to otherwise enforce compliance with the Declaration, Bylaws, or Rules and Regulations of the Association, or to obtain other relief from, any Owner who has violated any provision thereof, or (3) against a supplier, vendor, contractor or provider of services, pursuant to a contract or purchase order with the Association, and in the ordinary course of business, or (4) for money damages wherein the total amount in controversy for all matters arising in connection with the action is not likely to exceed Ten Thousand Dollars (\$10,000.00) in the aggregate, shall be referred to herein as an "Operational Proceeding". The Board from time to time may cause an Operational Proceeding to be reasonably commenced and prosecuted, without the need for further authorization.

(b) Any and all pending or potential Proceedings other than Operational Proceedings shall be referred to herein as “Non-Operational Controversy” or “Non-Operational Controversies”. To protect the Association and the Owners from being subjected to potentially costly or prolonged Non-Operational Controversies without full disclosure, analysis and consent; to protect the Board and individual members of the Board or its appointed officers and agents from any charges of negligence, breach of fiduciary duty, conflict of interest or acting in excess of their authority or in a manner not in the best interests of the Association and the Owners; and to ensure voluntary and well-informed consent and clear and express authorization by the Owners, strict compliance with all of the following provisions of this Section shall be mandatory with regard to any and all Non-Operational Controversies commenced, instituted or maintained by the Board:

1. The Board shall first endeavor to resolve any Non-Operational Controversy by good faith negotiations with the adverse party or parties. The good faith negotiations shall include a written notice that shall include an explanation of the nature of the claim, a specific breakdown and calculation of any alleged damages, a specific description of the claim along with any supporting evidence upon which the claim is based, photographs of any alleged condition, if applicable, and one hundred eighty (180) days to cure or resolve the claim. In the event that such good faith negotiations fail to reasonably resolve the Non-Operational Controversy, the Board shall endeavor in good faith to resolve such Non-Operational Controversy by mediation, provided that the Board shall not incur liability for or spend more than Five Thousand Dollars (\$5,000.00) in connection therewith (provided that, if more than said sum is reasonably required in connection with such mediation, then the Board shall be required first to reasonably seek approval of two-thirds (2/3) of the voting power of the Members for such additional amount for mediation before proceeding to either arbitration or litigation). In the event that the adverse party or parties refuse mediation, or if such good faith mediation still fails to reasonably resolve the Non-Operational Controversy, the Board shall not be authorized to commence, institute or maintain any arbitration or litigation of such Non-Operational Controversy until the Board has fully complied with the following procedures:

a. The Board shall first investigate the legal merit, feasibility and expense of prosecuting the Non-Operational Controversy, by obtaining the written opinion of a licensed Utah attorney, expressly stating that such attorney has reviewed the underlying facts and data in sufficient, verifiable detail to render the opinion, and expressly opining that the Association has a substantial likelihood of prevailing on the merits with regard to the Non-Operational Controversy, without substantial likelihood of incurring any material liability with respect to any counterclaim which may be asserted against the Association. The Board shall be authorized to spend up to an aggregate of Five Thousand Dollars (\$5,000.00) to obtain such legal opinion, including all amounts paid to said attorney therefor, and all amounts paid to any consultants, contractors and/or experts preparing or processing reports and/or information in connection therewith. The Board may increase said \$5,000.00 limit, with the express consent of two-thirds (2/3) of all of the Members of the Association, at a special meeting called for such purpose.

b. Said attorney opinion letter shall also contain the attorney's best good faith estimate of the aggregate maximum "not-to-exceed" amount of legal fees and costs, including, without limitation, court costs, costs of investigation and all further reports or studies, costs of court reporters and transcripts, and costs of expert witnesses and forensic specialists (all collectively, "Quoted Litigation Costs") which are reasonably expected to be incurred for prosecution to completion (including appeal) of the Non-Operational Controversy. Said opinion letter shall also include a draft of any proposed fee agreement with such attorney. If the attorney's proposed fee arrangement is contingent, the Board shall nevertheless obtain the Quoted Litigation Costs with respect to all costs other than legal fees, and shall also obtain a written draft of the attorney's proposed contingent fee agreement. (Such written legal opinion, including the Quoted Litigation Costs, and also including any proposed fee agreement, contingent or non-contingent, are collectively referred to herein as the "Attorney Letter").

c. Upon receipt and review of the Attorney Letter, if two-thirds (2/3) or more of the Board affirmatively vote to proceed with the institution or prosecution of, and/or intervention in, the Non-Operational Controversy, the Board thereupon shall duly notice and call a special meeting of the Members. The written notice to each Member of the Association shall include a copy of the Attorney Letter, including the Quoted Litigation Costs and any proposed fee agreement, contingent or non-contingent, together with a written report ("Special Assessment Report") prepared by the Board: (1) itemizing the amount necessary to be assessed to each Member ("Special Litigation Assessment"), on a monthly basis, to fund the Quoted Litigation Costs, and (2) Specifying the probable duration and aggregate amount of such Special Litigation Assessment. At said special meeting, following review of the Attorney Letter, Quoted Litigation Costs and the Special Assessment Report, and full and frank discussion thereof, including balancing the desirability of instituting, prosecuting and/or intervening in the Non-Operational Controversy against the desirability of accepting any settlement proposals from the adversary party or parties, the Board shall call for a vote of the Members, whereupon: (a) if less than two-thirds (2/3) of the total voting power of the Association votes in favor of pursuing such Non-Operational Controversy and levying the Special Litigation Assessment, then the Non-Operational Controversy shall not be pursued further, but (b) if two-thirds (2/3) of the total voting power of the Association affirmatively vote in favor of pursuing such Non-Operational Controversy, and in favor of levying a Special Litigation Assessment on the Members in the amounts and for the duration set forth in the Special Assessment Report, then the Board shall be authorized to proceed to institute, prosecute and/or intervene in the Non-Operational Controversy. In such event, the Board shall engage the attorney who gave the opinion and quote set forth in the Attorney Letter, which engagement shall be expressly subject to the Attorney Letter. The terms of such engagement shall require that said attorney shall be responsible for all attorneys' fees and costs and expenses whatsoever in

excess of one hundred twenty percent (120%) of the Quoted Litigation Costs, and that said attorney shall provide, and the Board shall distribute to the Members, not less frequently than quarterly, a written update of the progress and current status of, and the attorney's considered prognosis for, the Non-Operational Controversy, including any offers of settlement and/or settlement prospects, together with an itemized summary of attorneys' fees and costs incurred to date in connection therewith.

d. In the event of any bona fide settlement offer from the adverse party or parties in the Non-Operational Controversy, if the Association's attorney advises the Board that acceptance of the settlement offer would be reasonable under the circumstances, or would be in the best interests of the Association, or that said attorney no longer believes that the Association is assured of a substantial likelihood of prevailing on the merits without prospect of material liability on any counterclaim, then the Board shall have the authority to accept such settlement offer. In all other cases, the Board shall submit any settlement offer to the Owners, who shall have the right to accept any such settlement offer upon a majority vote of all of the Members of the Association.

(c) In no event shall any Association working capital fund be used as the source of funds to institute, prosecute, maintain and/or intervene in any Proceeding (including, but not limited to, any Non-Operational Controversy).

(d) Any post-turnover litigation involving the Association (as Plaintiff) and the Declarant shall strictly comply with each of the provisions of this Section 6.5. The parties hereby covenant, stipulate, and agree that in the event the Association fails to satisfy the prerequisites set forth herein, the Association will indemnify, defend, hold harmless, and exculpate Declarant to the fullest extent permissible by law, and Declarant shall be entitled to recover any and all attorneys fees and costs expended as a result of enforcing this provision 6.5., which fees and costs may include, without limitation, pre-litigation attorneys fees, costs incurred in connection with investigation of potential claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The parties further covenant, stipulate, and agree that failure to comply with section 6.5 herein will result in damages to Declarant including, without limitation, reputational harm, and may result in damages to Declarant including lost revenues, and loss of business and sales opportunities.

(e) Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section 6.5, the Association shall have no power whatsoever to institute, prosecute, maintain or intervene in any Proceeding, (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section 6.5, shall be unauthorized and *ultra vires* (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any member of the Board who voted or acted in any manner to violate or avoid the provisions and/or

requirements of this Section 6.5 to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution or maintenance of, or intervention in, the Proceeding; and (3) this Section 6.5 may not be amended or deleted at any time without the express prior written approval of both: (a) Members representing not less than sixty-seven percent (67%) of the total voting power of the Association, and (b) not less than seventy-five percent (75%) of the total voting power of the Board; and any purported amendment or deletion of this Section 6.5 or any portion hereof, without both of such express prior written approvals shall be void.

VII. MAINTENANCE

7.1. Maintenance. The Association will provide maintenance for the Common Area as follows: trees, shrubs, grass, walks, fencing, streets and other exterior improvements. The Association will provide snow removal from the streets, sidewalks with in the common area. The Association will provided maintenance on all amenities in the Common Areas, including but not limited to play ground and patio areas.

7.2. Services. The Association shall provide or contract for such services as the Board of Directors may reasonably deem to be of benefit to the Property, including, without limitation, garbage/trash removal services for all Living Units.

7.3. Owner Responsibility. Each Owner shall keep his Lot, fencing, and Living Unit in a clean, uncluttered, attractive condition, well maintained, and in good working order, including without limitation, interior walls, ceilings, floors, and permanent fixtures and appurtenances thereto, paint, repair, replace, and care for roofs, gutters, downspouts, exterior building surfaces, doors, windows, trees, shrubs, grass, walks, driveways, fencing, and other exterior improvements. Each Owner shall be responsible for all snow removal and landscaping maintenance within his lot, as well snow removal for sidewalk directly adjacent to his lot.

7.4. Owner Maintenance Neglect. The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage, or otherwise, to enter upon any Lot for the purpose of maintaining and repairing such Lot or any improvement thereon (including a Living Unit) if for any reason the Owner fails to maintain and repair such Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such Lot in violation of this Declaration or any Rules of the Association. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoy any breach or threatened breach of this Declaration or any Rules promulgated by the Board, or to enforce by mandatory injunction or otherwise all of the provisions of this Declaration and such Rules.

7.5. Maintenance Caused by Owner Negligence. In the event that the need for maintenance or repair of Common Areas as specified herein is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the Board may cause such repairs to be made by the Association and the cost of such maintenance or repair work shall be added to and become an Individual Assessment (as set forth in Section 5.5) to which such Lot is subject.

VIII. INSURANCE

8.1. Insurance. The Board of Directors shall obtain insurance as required in this Declaration, the Act, or other applicable laws. The Association may obtain insurance that provides more or additional coverage than the insurance required in this Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Insurance premiums shall be a Common Expense.

8.2. Property Insurance.

(a) Hazard Insurance. The Association shall maintain a blanket policy of property insurance covering the Common Area. The Association may maintain broader coverage if afforded by the insurance contract.

1) The blanket policy shall exclude land and other items not normally and reasonably covered by such policies. The blanket policy shall be an “all in” or “all inclusive” insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in Common Areas or otherwise permanently part of or affixed to Common Areas.

2) At a minimum, the blanket policy shall afford protection against loss or damage by: (1) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (2) all perils normally covered by “special form” property coverage.

3) The blanket policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

4) The blanket policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (1) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; and (2) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Project’s insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

5) The Association shall keep an amount equal to the Association’s property insurance policy deductible or \$10,000, whichever is less, in an operations savings account. This requirement shall not apply to any earthquake or flood insurance deductible.

6) If a loss occurs that is covered by a property insurance policy in the name of the Association and another property insurance policy in the name of an Owner, then the Association’s policy provides primary coverage and the Owner is responsible for the Association’s policy deductible.

7) If, in the exercise of its business judgment, the Board determines that a claim is

likely not to exceed the Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Association's policy deductible; (b) an Owner who does not have a policy to cover the Association's property insurance policy deductible is responsible for the loss to the amount of the Association's policy deductible; and (c) the Association need not tender the claim to the Association's insurer.

8) The Association shall provide notice to each Owner of the Owner's obligation for the Association's policy deductible and of any change in the amount of the deductible.

9) The Association shall have no obligation to obtain or maintain any insurance covering Owners' personal and real property, and each Owner shall be responsible for obtaining and maintaining such personal and real property insurance.

8.3. Comprehensive General Liability (CGL) Insurance. The Association shall obtain CGL insurance insuring the Association, the agents and employees of the Association, and the Owners, against liability incident to the use, ownership or maintenance of the Common Area or membership in the Association. The coverage limits under such policy shall not be less than Two Million Dollars (\$2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which should preclude the insurer from denying the claim of an Owner because of the negligence acts of the Association or another Owner.

8.4. Director's and Officer's Insurance. The Association shall obtain Directors' and Officers' liability insurance protecting the Board of Directors, the officers, and the Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Project's Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

8.5. Insurance Coverage for Theft and Embezzlement of Association Funds. The Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three (3) months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board of Directors members of the Association, (b) employees and volunteers of the Association, (c) any manager of the Association, (c) officers, directors, and employees of any manager of the Association, and (d) coverage for acts.

8.6. Worker's Compensation Insurance. The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Association to the extent that such insurance is required by law and as the Board of Directors deems appropriate.

8.7. Certificates. Any insurer that has issued an insurance policy to the Association shall issue a certificate of insurance to the Association and upon written request, to any Owner or Mortgagee.

8.8. Named Insured. The named insured under any policy of insurance shall be the Association. Each Owner shall also be an insured under all property and CGL insurance policies.

8.9. Association has the Right to Negotiate All Claims and Losses and Receive Proceeds. Insurance proceeds for a loss under the Association's property insurance policy are payable to an Insurance Trustee if one is designated, or to the Association, and shall not be payable to a holder of a security interest. An Insurance Trustee, if any is appointed, or the Association shall hold any insurance proceeds in trust for the Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Association. If the property is not to be repaired or restored, then any remaining proceeds after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Living Units. Each Owner hereby appoints the Association, or any Insurance Trustee, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of the Owner.

8.10. Insurance Trustee. In the discretion of the Board of Directors or upon written request executed by Owners holding at least 50% of the Allocated Interest, the Board of Directors shall hire and appoint an insurance trustee ("Insurance Trustee"), with whom the Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board of Directors (as the case may be) shall require.

8.11. Owner Act Cannot Void Coverage Under Any Policy. Unless an Owner is acting within the scope of the Owner's authority on behalf of the Association and under direct authorization of the Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

8.12. Waiver of Subrogation against Owners and Association. All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Association and the Owners and their respective agents and employees.

8.13. Annual Insurance Report. Not later than sixty (60) days prior to the beginning of each fiscal year, Board of Directors may obtain a written report by a reputable insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Association) setting forth the existing insurance obtained pursuant to the Declaration and stating whether in the opinion of such broker or consultant, the insurance complies with the requirements of the Declaration and the Act. Such report may also set forth recommendations regarding current policy provisions and for additional insurance reasonably required for the protection of the Owners and Lenders in light of the insurance then available and the prevailing practice with respect to other similar condominium projects. The Board of Directors shall be protected in relying on the written report furnished pursuant to this Subsection provided reasonable care and prudence were exercised in selecting such insurance broker, agent, or consultant. The most recent annual insurance report shall be made available to all Lenders and Owners upon request.

8.14. Applicable Law. This Declaration is specifically subjecting the Association to the insurance requirements required by U.C.A. §57-8a-401 through §57-8a-407, and any amendments thereto and thereafter enacted by law. It is the intent of this provision that any future changes to the insurance laws applicable to Home Owners Associations shall apply to this Association.

IX. USE RESTRICTIONS

9.1. Use of Common Areas. The Common Areas shall be used only in a manner consistent with their community nature and with the use restrictions applicable to Lots and Living Units.

9.2. Use of Lots and Living Units. All Lots are intended to be improved with Living Units and are restricted to such use. Except as may be approved to the contrary, each Living Unit shall be used only as a single-family residence. No gainful occupation, profession, trade, or other nonresidential use shall be conducted on any Lot or Living Unit without the prior written consent of the Board and applicable governmental entities. However, the Board shall not approve commercial activities otherwise prohibited by this Section unless the Board determines that only normal residential activities would be observable outside of the Living Unit and that the activities would not be in violation of applicable local ordinances. No Lot or Living Unit shall be used, occupied, or altered in violation of law, so as to jeopardize the support of any other Living Unit, so as to create a nuisance or interfere with the rights of any Owner, or in any way which would result in an increase in the cost of any insurance covering the Common Areas.

9.3 Offensive or Unlawful Activities. No noxious or offensive activities shall be carried on upon any Lot, Living Unit, or Common Area, nor shall anything be done or placed on any Lot or Common Area which interferes with or jeopardizes the quiet enjoyment of other Lots, Living Units, or the Common Areas, or which is a source of annoyance to residents. No unlawful use shall be made of a Lot or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. No use shall be made of any Living Unit which shall cause the improvements within the Development or any part thereof to be uninsurable against loss by fire or other perils included in insurance contracts, or cause such insurance to be canceled or suspected, or cause any company issuing such insurance to refuse renewal thereof.

9.4. Recreational Vehicles. No boats, trailers, motorhomes, large trucks, commercial vehicles, or the like belonging to Owners or other residents of the Property shall be parked within the Development, not to exceed forty-eight (48) hours. No motor vehicle of any kind shall be repaired, constructed, or reconstructed upon any Lot, Private Street or other Common Areas, except for emergency repairs to vehicles. Any motor recreational vehicle must be kept in an enclosed garage or in a back yard concealed from view from the street by a privacy fence.

9.5. Pets. No animals shall be kept in the Project except household pets. Such pets may not be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No savage or dangerous animals shall be kept. No more than one household pet may be kept in any Unit without the written permission of the Association. No pets shall be permitted to run loose upon the Common Areas.

9.6, Machinery and Equipment. No machinery or equipment of any kind shall be placed, used, operated, or maintained on or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance, or construction of a Living Unit or appurtenant structures.

9.7. Nuisances. No rubbish or debris of any kind shall be placed upon or adjacent to any Lots, so as to render such Lot or portion thereof unsanitary, unsightly, offensive, or detrimental to other Owners. No Living Unit or Lot shall be used in such manner as to obstruct or interfere with the enjoyment of Occupants of other Living Units or Lots. Without any of the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices (except security devices used exclusively for security purposes) shall be located or placed on Lots or in Living Units. Smoking in Common Areas is considered a nuisance and is expressly prohibited.

9.8. Signs. No signs whatsoever (including, without limitation, political signs) shall be erected or maintained on any Lot, except such signs as may be required by legal proceedings, or a "For Sale" or "For Rent" sign, to the extent permitted, and in conformance with the Rules and Regulations promulgated by the Board.

9.9. Trash Containers and Collection. All garbage and trash shall be placed and kept in covered containers of a type and style which shall be approved by the Board. Insofar as possible, such containers shall be maintained as not to be visible from the street view except to make them available for collection and then only for the shortest time necessary to effect such collection. The Association shall provide garbage cans and waste removal services.

9.10. Smoke and Carbon Monoxide Detectors. Each Living Unit shall have an operable carbon monoxide detector and smoke detectors as required by building code. The Board may, but is not required to, enter a Living Unit to ensure that it is in compliance with this Section. Smoking is prohibited in common areas

9.11. Omitted

9.12. Parking. No parking is allowed on roadways or streets within the Project boundaries. This prohibition on parking on roadways and streets is for all vehicles, including but not limited to, automobiles, trucks, buses, tractors, camping vehicles, boats, bus trailers, snowmobiles, mobile homes, two, three or four wheeled motor vehicles, or other wheeled vehicles, shall be permitted to be parked on any private street. Furthermore, the Board of Directors is authorized to adopt and implement reasonable rules and regulations pertaining to parking within the Project boundaries. The Board of Directors may hire at their discretion a third party parking enforcement company to enforce any rules and regulations.

9.13. Renting of Living Units. Notwithstanding anything to the contrary contained in this Declaration, the leasing or renting of any Living Unit within the Project shall be governed by this Section. An Owner may "rent" his/her Living Unit subject to the limitations and requirements of this Section. For purposes of this Section only, the term "rent" in any grammatical form includes lease, sublet, or otherwise permit or allow others to reside therein for legal consideration payable to the Owner or to others at the Owner's request or direction, or allow others to reside therein alone for charitable purposes without the owner in residence. A Living Unit may not be rented except by written agreement that requires the tenants to abide by the Governing Documents and specifically provides that a violation of any provision of the Governing Documents is a breach under the rental agreement. A copy of the rental agreement shall be provided to the Board upon request. The Board may adopt by resolution, Rules that establish the contents or exact form of rental agreements, and any other Rules deemed necessary by the Board to implement this Section. Pursuant to Rules adopted under this Section, if the Board determines that a tenant has violated a provision of the Governing Documents, after notice and an opportunity for a hearing as provided by the Act, the Board may assess fines against the Owner and/or require an Owner to terminate a rental agreement.

9.14. No Patio / Deck Storage. No observable outdoor storage of any kind shall be permitted on patios, front yards, porches, etc., except for patio furniture and portable barbecue grills in good condition which may be maintained on patios. Said patio furniture shall conform with standards set by the Architectural Committee.

X. ARCHITECTURAL CONTROLS

10.1. Architectural Control Committee. The Board may appoint a three (3) member

Architectural Control Committee, the function of which shall be to insure that all improvements and landscaping within the Property harmonize with existing surroundings and structures (herein the "Committee"). The Committee need not be composed of Owners. If such a Committee is not appointed, the Board shall perform the duties required of the Committee. The City may require that building permit applications show evidence that the architectural control committee has approved each building plan. No person, firm or entity shall change, modify or amend any of the conditions of a recorded declaration of building use restrictions for a planned development without first obtaining City approval. No change shall be approved which would be contrary to the requirements of this Chapter or an approved planned development plan

10.2. Architectural Controls. Notwithstanding any other provision to the contrary, no Owner shall make structural alterations or modifications to his Unit or to any of the Common Areas or Limited Common Areas, including but not limited to, the erection of antennas, aerials, awnings, the placement of any reflective or other materials in the windows of his Unit or other exterior attachments and signs or other advertising devices without the written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Project. No exterior changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board of Directors. The Board of Directors or Committee may designate the design, color, style, model and manufacturer of any exterior improvement or alteration that is acceptable to the Board of Directors. Such designations shall be for the purpose of achieving uniformity of appearance and preservation of property values. No interior structural changes whatsoever shall be commenced, erected, maintained, made or done without the prior written approval of the Board of Directors or Committee. By way of illustration, but not of limitation, the following are considered interior structural changes: moving, removing, adding, or altering walls, doorways, windows, skylights, venting, and the like. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

10.3. Liability for Damages. The Committee shall not be held liable for damages by reason of any action, inaction, approval, or disapproval by it made pursuant to this Article X.

XI. ENFORCEMENT

The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, each provision of this Declaration, including the right to prevent any violation of such, and the right to recover damages and other sums for such violation(s). The Association or any Owner shall also have the right to enforce by proceedings at law or in equity the provisions of the Bylaws and the Rules and any respective amendments thereto. The prevailing party in any action for the enforcement of any provisions of the Governing Documents (including but not limited to litigation and the appeal thereof) shall be entitled to collect court costs and reasonable attorneys' fees. Notwithstanding the provisions of this Section, this Section shall not apply to any Non-Operational Controversy, as parties to any Non-Operational Controversy shall bear their own attorney fees and costs.

XII. DECLARANT RIGHTS

12.1. Administrative Control of Association. Declarant shall assume full administrative control of the Association through an appointed interim Board, which shall serve until the turnover Meeting. The Turnover Meeting shall be held at the Declarant's option and sole discretion but shall not be held later than three (3) years from the date that the last Lot to be developed upon the Property is sold. Declarant may elect to relinquish control of the Association at an earlier time by written notice to Owners and the Turnover Meeting shall be held within ninety (90) days of such notice.

12.2. Other Rights. In addition to any other rights under the Governing Documents, as long as Declarant owns at least one (1) Lot within the Project, Declarant:

(a) Sales Office. Shall have the right to maintain a sales office and model on one or more of the Lots which Declarant owns. Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week.

(b) "For Sale Signs." May maintain a reasonable number of "For Sale" signs, the size of which may be determined by Declarant, at reasonable locations on the Project, including without limitation, the Common Area.

(c) Declarant Exemption. Unless specifically and expressly bound by a provision of the Governing Documents, Declarant shall be exempt from the provisions of the Governing Documents.

12.3. Easements Reserved to Declarant.

(a) The reservation to Declarant, its successors and assigns, of non-exclusive easements and rights of way over those strips or parcels of land designated or to be designated on the Plat as "Public Utility Easement," or otherwise designated as an easement area over any road or Common Area on the Project, and over those strips of land running along the front, rear, side and other Lot lines of each Lot shown on the Plat.

(b) An easement for the installation, construction, maintenance, reconstruction and repair of public and private utilities to serve the Project and the Lots therein, including but not limited to the mains, conduits, lines, meters and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, cable television, and other public or private services or utilities deemed by Declarant necessary or advisable to provide service to any Lot, or in the area or on the area in which the same is located.

(c) Easement granting the privilege of entering upon the Common Areas for such purposes and making openings and excavations thereon, which openings and excavations shall be restored in a reasonable period of time, and for such alterations of the contour of the land as may be necessary or desirable to affect such purposes.

(d) The reservation to the Declarant and its successors and assigns, of a non-exclusive easement and right-of-way in, through, over and across the Common Area for the purpose of the storage of building supplies and materials, and for all other purposes reasonably related to the completion of construction and development of the Project and the provision of

utility services, and related services and facilities

(e) The Declarant reserves unto itself and its successors and assigns, the right to dedicate all of said roads, streets, alleys, rights of way or easements, including easements in the areas designated as “open space” and storm water management reservation, to public use all as shown on the Plat. No road, street, avenue, alley, right of way or easement shall be laid out or constructed through or across any Lot or Lots in the Project except as set forth in this Declaration, or as laid down and shown on the Plat, without the prior written approval of the Board.

(f) Declarant further reserves unto itself and its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of any structure built on such Lot, but Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

XIII. RIGHTS OF FIRST MORTGAGEE

Notwithstanding anything contrary contained herein, the following provisions apply:

13.1. Rights of First Refusal. Any “right of first refusal” which may be granted herein shall not impair the rights of the first Mortgagee of a Lot to: (1) foreclose or take title to a Lot pursuant to the remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell or lease a Lot acquired by a Mortgagee.

13.2. Title in Mortgagee. Any first Mortgagee who obtains title to a Lot pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage will not be liable for such Lot’s Assessments or charges which accrue prior to the acquisition of title of such Lot by the Mortgagee. However, such first Mortgagee shall be responsible for Assessments or charges levied while it holds title to the Lot.

13.3. Notice of Default by Lot Owner. In the event an Owner neglects for a period of sixty (60) days or more to cure any failure on his part to perform his obligations under this Declaration or other Governing Documents, the Association, upon written request from the Mortgagee, shall give written notice of such fact to the Mortgagee covering such Owner's Lot.

13.4. Abandonment, Termination, Etc. Unless all of the holders of first Mortgages on the individual Lots have given their prior written approval, neither the Association nor the Owners acting as a group shall be entitled by act, omission or otherwise to abandon or terminate the Project.

13.5. No Priority. No provision herein is intended, nor shall it be construed, to give any Lot Owner, or any other party, priority over any rights of the first Mortgagee of a Lot pursuant to its Mortgage in the case of a distribution to such Lot Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

XIV. RIGHT OF ENTRY

The Association acting through the Board or its duly authorized agent shall have the right at all times upon reasonable notice of at least 48 hours to enter upon or into any Lot or Living Unit, without trespass, and regardless of whether or not the Lot Owner or Occupant thereof is present at the time, to abate any infractions, to fulfill its responsibilities, to exercise its rights, to make repairs or correct any violation of any of the Declaration or Rules, and in connection therewith shall have the further right to assess all costs incurred against the Owner, such Assessment to be secured by a lien provided in Article V. Notice shall not be necessary in case of an emergency originating in or threatening such Living Unit or any other part of the Project, including the sound or sight of running water in a Living Unit, the smell or sight of smoke in a Living Unit, abnormal or excessive noises; and foul smell. Owners shall also maintain up-to-date emergency contact information records with the Association, including any local representative an Owner may have. Owners shall be responsible for any costs incurred by the Association as a result of entering a Living Unit under this Section and shall indemnify and hold harmless the Association for all damages related to such entry, except for such damages resulting from recklessness or bad faith.

XV. MISCELLANEOUS

15.1. Notices. Any notice required or permitted to be given to any Owner or Member according to the provisions of this Declaration shall be deemed to have been properly furnished if personally delivered, emailed, or if mailed, postage prepaid, to the person who appears as a Member or Owner, at the latest email or mailing address for such person appearing in the records of the Association at the time of mailing. If no mailing address has been provided, the Lot owned by said Owner shall be used for notice purposes.

15.2. Amendment. Except as otherwise provided herein, this Declaration and/or the Plat may be amended only upon the affirmative vote of at least sixty-seven percent (67%) of the Lot Owners. Amendments to the Declaration shall be proposed by either a majority of the Board or by at least thirty percent (30%) of the Lot Owners. The proposed amendment must be reduced to writing and must be included in the notice of any meeting at which action is to be taken thereon. Any amendment(s) shall be effective upon recordation in the office of the recorder of Weber County, State of Utah. In such instrument the Board and/or president of the Association shall certify that the vote required by this Section for amendment has occurred. If a Lot is owned by more than one Owner, the signature of any one Owner shall be sufficient to constitute approval for that Lot under this Section. If a Lot is owned by an entity or trust, the signature of any one officer, trustee, or agent of the entity shall be sufficient to constitute approval for that Lot under this Section. No acknowledgment of any signature shall be required.

(a) Declarant's Right to Amend. Notwithstanding anything in this Declaration, so long as the Declarant owns any Lot within the Association, the Declarant shall have the unilateral right to amend the Declaration.

15.3. Consent in Lieu of Voting. In any case in which this Declaration requires authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Members entitled to cast at least the stated percentage of all membership votes outstanding in the Association. The following

additional provisions shall govern any application of this Section 15.3:

(a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Member.

(b) The total number of votes required for authorization or approval under this Section 15.3 shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence, any change in ownership of a Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose.

15.4. Dissolution. Subject to the restrictions set forth in Article XIII of this Declaration pertaining to Mortgagee protection, the Association may be dissolved by the affirmative assent in writing from 90% of the Lot Owners. Upon dissolution of the Association, all of its agency or authority to be used for purposes similar to those provided for in the Articles of Incorporation or this Declaration. In the event such dedication or transfer is not made or is not accepted, the Association's assets shall be transferred to a nonprofit corporation, trust, or other entity to be used for such similar purposes, and each Owner shall continue to be obligated to make assessment payments for the maintenance and upkeep of the Common Areas, common access roadways, curbs, gutters, and sidewalks on a pro rata basis which conforms substantially with the assessments procedure, terms and conditions set forth in Article V of this Declaration.

15.5. Interpretation and Severability. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is constructed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any party thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

15.6. Covenants to Run with Land. This Declaration and all provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Association and all parties who hereafter acquire any interest in a Lot or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any Rules, agreements, instruments, and determinations contemplated by this Declaration; and failure to comply with any of the foregoing shall be grounds for an action by the Association or an aggrieved Owner for the recovery of damages, or for injunctive relief, or both. By acquiring any interest in a Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

15.7. No Waiver. Failure by the Association or by any Owner to enforce any Restriction or provision herein contained, or contained in the Bylaws or the Rules, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

15.8. Security. The Association shall in no way be considered an insurer or guarantor of security within or relating to the Property, including any Common Area in which the Association may have an obligation to maintain, and the Association shall not be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures

undertaken. Owner or Occupant agree by purchasing a Lot in this Association that Association, and the Board, are not insurers of the safety or well-being of Owners or Occupants or of their personal property, and that each Owner or Occupant assumes all risks for loss or damage to persons, the Lots, the Common Areas, and to the contents of improvements located thereon to the extent not insured by the Association. EACH OWNER AND OCCUPANT UNDERSTANDS AND ACKNOWLEDGES THAT THE ASSOCIATION AND THE BOARD HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE SECURITY OF THE TOWNHOME PROJECT.

15.9. Effective Date. The Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

XVI EXPANSION OF THE COMMUNITY

16.1 Expansion by Declarant. From time to time, the Declarant may submit to the terms of this Declaration all or any portion of the Annexable Property by recording a Supplement describing the additional property to be submitted. The Declarant may record such a Supplement without the consent of any Person except the owner of such property, if not the Declarant.

(a) The Declarant's right to expand the Community under this Section expires when all property described in Exhibit "B" has been submitted to this Declaration or 30 years after this Declaration is recorded, whichever is earlier. Until then, the Declarant may transfer or assign this right to a Declarant Affiliate or any Person who is the developer of at least a portion of the real property described in Exhibit "A" or Exhibit "B". Any such transfer shall be described in a recorded instrument executed by the Declarant.

(b) Nothing in this Declaration shall require the Declarant or any successor to submit additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

16.2 Expansion by the Association. If approved by the Association in writing, the Association also may submit additional property to this Declaration by recording a Supplement describing the additional property. Any Supplement which the Association records must be approved by the Owners of more than 50% of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Declarant's consent is required. The Association's President and Secretary, the owner of the property, and the Declarant, if the Declarant's consent is required, shall sign the Supplement.

16.3 Additional Covenants and Easements. Any Supplement that the Declarant records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Special Assessments. Such provisions may be included in a Supplement submitting new property to this Declaration or may be set forth in a separate Supplement applicable to property previously submitted to this Declaration. If someone other than the Declarant owns the property, then the Supplement must

be signed by such owner evidencing such owner's consent. Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property.

16.4 Effect of Filing a Supplement. A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration. Notwithstanding anything to the contrary herein, the Association must give its prior written approval to any Supplement that is adopted by the Association. If a Supplement is not approved, in advance and in writing, by the Association, then said Supplement shall be deemed void and of no force and effect.

16.5 Unit Conversions. In the event that any development or building now or hereafter constructed within the Community is used or operated for non-residential purposes, such as retail, office, or other commercial uses, and such development is later converted or operated for residential purposes, the owner of such property may submit such property to the provisions of this Declaration by recording a Supplement describing the property and specifically submitting it to the terms of this Declaration. Such Supplement Declaration shall not require the consent of the Association, but shall require the signature of an officer of the Association acknowledging it. In addition, the Declarant's prior written consent shall be necessary so long as the Declarant or a Declarant Affiliate owns any property described in Exhibit "A"

16.6 Withdrawal. Notwithstanding any other provisions of this Declaration, Declarant reserves the right to amend this Declaration so long as it has the right to expand/annex additional property pursuant to this Article, for the purpose of removing property then owned by the Declarant or its assignees from coverage of this Declaration, to the extent originally included in error or as a result of any changes in Declarant's plans for the Property, provided such withdrawal is not unequivocally contrary to the overall scheme of development for the Property.

16.7 No Obligation to Expand. Nothing herein shall constitute a representation, warranty or covenant that Declarant, any successors or assigns of Declarant, or any other Person will subject any additional property to the provisions of this Declaration, nor shall Declarant, any successors or assigns of Declarant, or any other person be obligated so to do, and Declarant may, by recorded instrument executed by Declarant, waive their rights so to do, in whole or in part, at any time or from time to time.

16.8 FHA/VA Approval. In the event that, and for so long as, the FHA or the VA is insuring or guaranteeing loans or has agreed to insure or guarantee loans on any portion of the Annexable Property with respect to the initial sale by Declarant or builder to the initial purchaser of any Residence, then a condition precedent to any annexation of any property other than the Annexable Property shall be written confirmation by the FHA or the VA that the annexation is in accordance with the development plan submitted to and approved by the FHA or the VA; provided, however, that such written confirmation shall not be a condition precedent if at such time the FHA or the VA has ceased to regularly require or issue such written confirmations.

16.9 City Approval. The project has been approved by Riverdale City as a Planned

Development Overlay and is subject to all terms and conditions of approval, including Ordinance No. 2018-20, as amended, and applicable subdivision approvals.

16.10 Transfer of Land. Written notice to all association members and to the City shall be provided no less than 60 days prior to any proposed transfer of any common area land or facility, or the assumption of maintenance for common area land or facility. No such transfer shall be effective unless approved by the City, which approval shall not be unreasonably withheld so long as it is consistent with the provisions of this Chapter and applicable law.

16.11 Restrictions concerning common open space and/or facilities shall run with the land and not for a period of years.

[Certification on Next Page]

CERTIFICATION

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized president and secretary.

IN WITNESS WHEREOF, this amendment is hereby executed this ____ day of _____ in 2019.

Coleman VU Heights LLC

By _____
Its: Manager

State of Utah)
 ss.
County of _____)

On the _____ day of _____ 20____, personally appeared before me _____ who by me being duly sworn, did say that he is the president of the Coleman VU Heights LLC, and that the foregoing instrument is signed and executed by authority of the consent of its members.

Notary Public _____

Residing in _____

My commission expires:

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

RIVERDALE CITY
PLANNING COMMISSION AGENDA
August 23, 2022

AGENDA ITEM: E5

- SUBJECT:**
- a. Review and discussion of House Bill 462 requirement to update Moderate Income Housing Plan element of the Riverdale City General Plan and to discuss new requirements to be included in Moderate Income Housing Plan element.
 - b. Consideration to set a Public Hearing regarding proposed update to the Moderate Income Housing Plan element of the Riverdale City General Plan and new requirements to be included in Moderate Income Housing Plan element.
- PRESENTER:** Mike Eggett, Community Development
- INFORMATION:**
- a. [2022 Moderate Income Housing Reporting Guide](#)
 - b. [2022 Moderate Income Housing Index Guide](#)

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Planning Moderate-Income Housing and Reporting

HB 462 made significant revisions to the moderate income housing element in the state code. Through this legislation, greater clarity as well as new strategies were outlined as options to be used within moderate income housing plans. The requirement for such an element as well the reporting of progress on moderate income housing was also amended. Click below to get started.

2022 Moderate Income Housing Report Form (<https://forms.gle/EJDXapxq6wMAMf9L7>)

Moderate Income Housing Report Guidance

Depending on the population count, your jurisdiction may be required to review the implementation of its moderate income housing element on an annual basis. This review includes the filing of a report of the findings made as part of that analysis to the Utah Housing and Community Development Division (HCD).

The reporting content for 2022 will include:

- A description of each moderate income housing strategy selected by the jurisdiction; and
- An implementation plan for those strategies with specific measures and benchmarks

The reporting content for 2023 and beyond will also include:

- A description of each action taken by the jurisdiction during the previous fiscal year to implement the selected strategies;
- A description of each land use regulation and/or decision made by the jurisdiction during the previous fiscal year to implement the selected strategies, including an explanation of how the regulation and/or decision supports the jurisdiction's efforts to implement the strategy;
- A description of any barriers encountered by the jurisdiction in the previous fiscal year in implementing the strategies;
- Information regarding the number of internal and detached ADUs located within the jurisdiction (i.e. building permits, business licenses to rent);
- A description of how the market has responded to the selected strategies, including the number of entitled moderate income housing units or similar data; and
- Any recommendations on how the State can support the jurisdiction in implementing the strategies.

Interested in reviewing the progress cities made toward moderate income housing between 2019 and 2021?

SB 34 Municipal Progress Summaries (/housing/affordable/moderate/reporting/documents/sb34.pdf)

Reporting Period

Annual reports starting in 2022 will be based on the fiscal year of the submitting jurisdiction. All annual reports will be due on or by October 1 of each year to HCD.

If HCD makes a determination in reviewing the annual report that the submission does not meet the requirements, HCD will provide a notice to the jurisdiction so that they may correct the specific items within 90 days of receiving that notice.

Submission Guidelines

A new submission methodology will be developed for 2022 and going forward. This new format will be published by July 1 and will be distributed to all affected jurisdictions. This page will be updated once the new report format has been finalized and published.

Jurisdictions Required to Submit an Annual Report

Per Utah Code (Sections 10-9a-408 (https://le.utah.gov/xcode/Title10/Chapter9A/10-9a-S408.html?v=C10-9a-S408_2021051920210528) and 17-27a-408 (https://le.utah.gov/xcode/Title17/Chapter27A/17-27a-S408.html?v=C17-27a-S408_2020051220200512)), certain jurisdictions are required to report on their moderate income housing efforts on an annual basis.

The jurisdictions that must submit an annual report are listed below. If the jurisdiction name is a link, click on it to review their submitted report.

CITIES

Alpine	Layton	Sandy
American Fork	Lehi	Santa Clara
Bluffdale	Lindon	Santaquin
Bountiful	Logan	Saratoga Springs
Brigham City	Mapleton	Smithfield
Cedar City	Midvale	South Jordan
Centerville	Millcreek	South Ogden
Clearfield	Murray	South Salt Lake
Clinton	Nibley	South Weber
Cottonwood Heights	North Logan	Spanish Fork
Draper	North Ogden	Springville
Eagle Mountain	North Salt Lake	St. George
Enoch	Ogden	Sunset
Farmington	Orem	Syracuse
Farr West	Park City	Taylorsville
Fruit Heights	Payson	Tooele
Grantsville	Perry	Tremonton
Harrisville	Plain City	Vernal
Heber	Pleasant Grove	Vineyard
Herriman	Pleasant View	Washington
Highland	Providence	Washington Terrace
Holladay	Provo	West Bountiful

Hooper	Riverdale	West Haven
Hurricane	Riverton	West Jordan
Hyrum	Roy	West Point
Ivins	Salem	West Valley City
Kaysville	Salt Lake City	Woods Cross

METRO TOWNSHIPS

KearnsMagnaWhite City

COUNTIES

Box Elder CountySalt Lake CountyUtah County

Cache County Summit County Washington County

Iron County Tooele County Weber County

Questions?

If you need any assistance in submitting your annual report or have questions about the requirements, please reach out to William Cobabe (wcobabe@utah.gov (<mailto:wcobabe@utah.gov>)).

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Planning

Utah’s Dedication to Affordable Housing

General plans act as a jurisdiction’s guiding light over the coming years. These comprehensive, long-range plans evaluate the present and future needs of the jurisdiction while also directing the growth and development of that jurisdiction. These plans cover a wide range of topics from transportation, water, recreation, education, and culture.

Since 1996, the Utah State Legislature has deemed planning and development of moderate income housing a statewide concern with the initial adoption of 10-9-307 of the Utah Code. Most jurisdictions must incorporate a moderate income housing element within their general plan. This moderate income housing element includes an “analysis of how the jurisdiction will provide a realistic opportunity for development of moderate income housing within the next five years.”

While all jurisdictions are highly encouraged to include a moderate income housing element in their general plan and to take proactive steps towards creating affordable housing, the Legislature of the State of Utah has set the following criteria for those jurisdictions that must meet the requirement:

COUNTIES

First, second, and third class* counties with at least 5,000 people in the unincorporated portion.

MUNICIPALITIES

Cities**

- First, second, third, or fourth class cities
- Fifth class cities with at least 5,000 people and part of a first, second, or third class county

Metro Townships

- Metro townships with at least 5,000 people

* - First class = 1,000,000 people or more; second class = 175,000-999,999 people; third class = 40,000-174,999 people

** - First class = 100,000 people or more; second class = 65,000-99,999 people; third class = 30,000-64,999 people; fourth class = 10,000-29,999 people; fifth class = 1,000-9,999 people

The Importance of Planning for Moderate Income Housing

With proper planning and regulations, jurisdictions can pave the way for the private market to adequately address the housing needs and demand of Utah residents - today and in the future. Housing is one of the top priorities of people and ensuring there's enough housing that people can afford is very important.

As defined by Utah Code, moderate income housing is "housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located." By planning for moderate income housing, jurisdictions will be able to target and direct housing development that will cover a large segment of their population and help to limit the cost burden their residents experience in owning a home.

Planning for moderate income housing by identifying key strategies and how a jurisdiction will implement them within the general plan is a major first step. For a greater impact and to ensure those strategies and implementations continue to work in the future, it's imperative to analyze and revise this planning regularly. Our communities are forever changing and the direction and planning we take must be adjusted accordingly to ensure we're supporting existing and future residents throughout Utah.

Benefits and Limitations

There are benefits for those jurisdictions that meet or even exceed the moderate income housing requirement. Those jurisdictions that exceed the standard requirements by (selecting and implementing two additional strategies) will receive priority consideration of specific funding for the following year after the annual report submission. On the flip side, jurisdictions that do not submit their annual report or do not meet the standard requirements will be deemed ineligible for those same funding opportunities.

The funding opportunities related to this requirement include:

- Transportation Project Funding from the Transportation Commission (Transportation Investment Fund and Transit Transportation Investment Fund) and
- COVID-19 Local Assistance Matching Grant Technical Assistance Program through the Governor's Office of Planning and Budget.

Housing Element Guidance

There are a number of elements that relate to planning for moderate income housing in Utah. We've outlined the primary elements of the state requirement to provide general guidance.

Moderate Income Housing Element in the General Plan

While all jurisdictions are encouraged to plan for moderate income housing, certain jurisdictions are required to include a moderate income housing element within their general plan. The inclusion of this element demonstrates that the jurisdiction desires to create an opportunity for a variety of housing in order "to meet the needs of people of various income levels living, working, or desiring to live or work in the community" while also allowing "people of various incomes to benefit from and fully participate in all aspects of neighborhood and community life."

This housing element should include two pieces: specific strategies which the jurisdiction intends to utilize and an implementation plan to see those strategies through over the next five years.

Strategies

Municipalities and counties must include at least three strategies - municipalities with a "fixed guideway transit station" (train or BRT station) must have at least four strategies. The menu of strategies includes the following:

- A. Rezone for densities necessary to facilitate the production of moderate income housing
- B. Demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing
- C. Demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing
- D. Identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the county/municipality for the construction or rehabilitation of moderate income housing
- E. Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones
- F. Zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers
- G. Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors
- H. Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities

- I. Amend land use regulations to allow for single room occupancy developments
- J. Implement zoning incentives for moderate income units in new developments
- K. Preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or establishing a housing loss mitigation fund
- L. Reduce, waive, or eliminate impact fees related to moderate income housing
- M. Demonstrate creation of, or participation in, a community land trust program for moderate income housing
- N. Implement a mortgage assistance program for employees of the county/municipality, an employer that provides contracted services for the county/to the municipality, or any other public employer that operates within the county/municipality
- O. Apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing
- P. Demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing
- Q. Create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act
- R. Eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530
- S. Create a program to transfer development rights for moderate income housing
- T. Ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing
- U. Develop a moderate income housing project for residents who are disabled or 55 years old or older
- V. Develop and adopt a station area plan in accordance with Section 10-9a-403.1
- W. Create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones
- X. Demonstrate implementation of any other program or strategy to address the housing needs of residents of the county/municipality who earn less than 80% of the area median income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing

Notes:

1. Municipalities with a fixed guideway transit station must include strategy V in their moderate income housing element.
2. Strategy "O" above does not include the phrase "an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperative Act," for counties.
3. Strategy "V" above does not apply to counties.

Implementation

Identifying the key strategies that your jurisdiction is going to utilize is a first step to planning for moderate income housing. The next piece, and some might say the most important piece, is the implementation plan for these strategies.

The jurisdiction should determine an appropriate and realistic implementation plan to bring these strategies to life over the next five years. This implementation plan should be developed in a way that there's flexibility so that the jurisdiction can make adjustments as needed over time. The implementation should also identify specific measures and benchmarks for the strategies. This allows the jurisdiction and general public to understand exactly what needs to happen and creates a method of verifying and determining if the moderate income housing plan is being met.

Adoption

Drafting the strategies and implementation plan need to then be followed by incorporation and adoption of the moderate income housing element within the general plan. Below are a number of resources to assist with this phase.

A basic outline (/housing/affordable/moderate/moderateoutline.pdf) for the moderate income housing element of the general plan has been drafted. The outline is based on a number of guidelines and best practices recommended by the American Planning Association (APA) and the US Department of Housing and Urban Development (HUD). The writing guide

(/housing/affordable/moderate/moderatewrite.pdf) provides easy to follow tips on preparing a high-quality moderate income housing element.

The moderate income housing element and implementation plan must be formally adopted by resolution and posted on the jurisdiction's website. Prior to the adoption, a public notice and comment along with a public hearing must be held to review the proposed amendment to the general plan.

Analysis

Starting in 2023, jurisdictions that are required to submit an annual report will also need to include an analysis of the progress they've made over the past year. This analysis is self-reported and reviewed by the Housing and Community Development Division. It gives the jurisdiction the ability to truly look at the strategies they've selected, the progress they've made toward implementation, as well as identify any barriers or issues they've run into over the year while trying to enable and encourage moderate income housing.

More details about the annual report and the analysis element can be found on the Reporting (/housing/affordable/moderate/reporting/index.html) page.

Clearinghouse of Affordable Housing Data

Planning is said to be policymaking with a map. Evidence-based policies are forward-looking and shaped by high-quality, reliable information rather than reflex responses to short-term pressures. They tackle causes not symptoms. Evidence-based policies are designed to: 1) Test the validity of perceived issues in a community; 2) Assess the extent of verified problems; 3) Evaluate the potential efficacy of proposed solutions; and 4) Monitor progress in resolving those problems.

Each year the U.S. Census Bureau conducts an extensive household survey called the American Community Survey (ACS) and posts the results on its website. The U.S. Census Bureau (<https://data.census.gov/cedsci/>) provides table and map-based data for you to explore and use. HUD then compiles the ACS into Comprehensive Housing Affordability Strategy (CHAS) datasets, which are tabulations of housing needs according to household income and program eligibility limits. It then publishes these data on its HUDuser (<https://www.huduser.gov/portal/home.html>) website. However, these websites are not the most intuitive websites to use. HCD has provided a number of easy to follow tutorials and an Affordable Housing Gap Analysis tool to help guide you on your way to evidence-based planning.

The Role of the Utah Housing and Community Development Division

The Utah Housing and Community Development Division (HCD) plays a critical role assisting the State in the creation of moderate income housing. In addition to developing the regulations related to this topic within the State Code, HCD is here to:

- Train jurisdictions on the annual reporting process,
- Review and publish all submitted annual reports,
- Determine compliance with the regulation as well as priority funding consideration for jurisdictions that exceed the standard requirement,
- Identify jurisdictions that are in noncompliance and therefore ineligible for certain funding, and
- Provide support and answers to jurisdictions throughout the general plan adoption and implementation of the housing element.

Questions?

If you need any assistance in submitting your annual report or have questions about the requirements, please reach out to William Cobabe (wcobabe@utah.gov (<mailto:wcobabe@utah.gov>)).

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