

RIVERDALE CITY COUNCIL AGENDA CIVIC CENTER - 4600 S. WEBER RIVER DR. TUESDAY – JULY 5, 2023

#### 5:30 p.m. - Work Session

No motions or decisions will be considered during this session, which is open to the public.

#### 6:00 p.m. - Council Meeting (Council Chambers)

- A. Welcome & Roll Call
- B. <u>Pledge of Allegiance</u> Anne Hansen, Councilmember
- **C.** <u>Invocation</u> TBA, by invitation
- D. Public Comment

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

#### E. <u>Presentations and Reports</u>

- 1. Mayor's Report
- 2. City Council Assignment Reports
- 3. Fire crew recognition

#### F. Consent Items

1. Consideration to approve meeting minutes from:

June 20, 2023 Council Work Session June 20, 2023 Council Meeting

#### G. Action Items

 a) Motion to un-table and consideration of Ordinance #964 regarding a proposed Final Subdivision and Site Plan request for Coleman Vu Estates PRUD Subdivision located at approximately 5368 South 1050 West, Riverdale, Utah 84405 as requested by Goldcrest Homes LLC.

b) Motion to un-table and consideration of Resolution #2023-19 regarding a proposed Planned Residential Unit Development (PRUD) Overlay request applied to the Coleman Vu Estates PRUD Subdivision at approximately 5368 South 1050 West, Riverdale, Utah 84405, as requested by Goldcrest Homes LLC.

Presenter: Mike Eggett, Community Development

#### H. Comments

- 1. City Council
- 2. City Staff
- 3. Mayor

#### I. <u>Adjournment</u>

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 30<sup>th</sup> day of June, 2023 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.

Michelle Marigoni Riverdale City Recorder \*\*The City Council meeting on July 5, 2023 is viewable electronically and may be accessed by clicking on the link below. The regular City Council Chambers will be available for in-person participation. The Agenda for the meeting is also attached above. \*\*

https://www.youtube.com/channel/UCegcYe-pIXSRZGd5llencvA/videos?view\_as=subscriber



Minutes of the Work Session of the Riverdale City Council held Tuesday, June 20, 2023, at 5:30 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Braden Mitchell, Mayor

Alan Arnold, Councilmember Bart Stevens, Councilmember Steve Hilton, Councilmember Anne Hansen, Councilmember Karina Merrill, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney

Mike Eggett, Community Development Director

Scott Brenkman, Police Chief Jared Sholly, Fire Chief

Rich Taylor, Community Development Director

Shawn Douglas, Public Works Director Michelle Marigoni, City Recorder

Excused:

Visitors:

#### Welcome & Roll Call

The Work Session meeting began at 5:30 p.m. Mayor Mitchell called the meeting to order and welcomed all in attendance, including all Council Members, City Staff, and members of the public.

<u>Pledge of Allegiance</u> – Cody Cardon <u>Invocation</u> – Karina Merrill

#### **Public Comment**

Mayor Mitchell invited members of the public to speak.

#### **Presentations and Reports**

- 1. Elections Presentation Ricky Hatch and Lauren Shafer, Weber County Elections
- 5600 South Project Presentation Nancy Cozzens and Brandie McDonald, UDOT

#### 3. Mayor's Report

September ULCT Annual Meeting in Salt Lake City. Board positions are open, Mayor Mitchell suggested if any councilmembers could, they should apply.

Mayor Mitchell spoke to Mr. Taylor about the Sunrise Service, and there was already a plan to rotate the stage to avoid the direct sun in councilmembers' eyes.

#### 4. City Administration Report

#### a. Department Reports April

Court revenue has been up over the past month. There have been several citations for no insurance.

#### b. May Anniversaries Employee Recognition

Rich Taylor 9 years Michelle Marigoni 2 years

#### c. Staffing Authorization Plans

#### d. Community Development Report

Cheddar's is finally done and will be open within a month. Fiiz is having some irrigation issues. Shake Shack is moving quickly – the building is up.

America First has their tilt-up erected.
Ashley Furniture has pulled a building permit.

#### 5. Flood Update Report

Mr. Brooks gave an update on the river and flooding situation. The river has been down, but the reservoirs are full. The water management has been exceptional this year. Mayor Mitchell complemented Public Works for the state of the trail, especially compared to the Ogden side of the trail.

#### **Consent Items**

1. Consideration to approve meeting minutes from:

June 6, 2023 Council Work Session June 6, 2023 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes from June 6. There were no changes.

#### **Action Items**

1. Consideration of Final Site Plan proposal for Tesla Riverdale automotive center, located at approximately 4581 South 1500 West, Riverdale, Utah 84405, as requested by 6S Development LLC and AWA Engineering.

Mike Eggett noted a letter was received from the city engineer recommending approval.

2.

- Motion to un-table and consideration of Ordinance #964 regarding a proposed Final Subdivision and Site Plan request for Coleman Vu Estates PRUD Subdivision located at approximately 5368 South 1050 West, as requested by Goldcrest Homes LLC.
- b. Motion to un-table and consideration of Resolution #2023-19 regarding a proposed Planned Residential Unit Development (PRUD) Overlay request applied to the Coleman Vu Estates PRUD Subdivision at approximately 5368 South 1050 West, Riverdale Utah 84405, as requested by Goldcrest Homes LLC.
- c. Motion to un-table and consideration of Resolution #2023-18 regarding a proposed Development Agreement between Riverdale City and GCH Riverdale I, LLC as requested by Goldcrest Homes LLC.

Mr. Eggett said these items were before the council on May 16, 2023. He noted staff comments from the resubmission, including a conditional approval suggestion from Mr. Douglas. Mr. Arnold suggested conditional approval may not be the best option, and that it should be approved when it can be completely approved. He would like to see a traffic light at the intersection, as there are problems already when school lets out. Mr. Eggett noted that 1050 West is a UDOT road, therefore the city has no say in having a light there. Mr. Arnold felt it should not be untabled. There was discussion about conditional approvals. Councilor Hansen noted that other projects have been conditionally approved and that all projects should be considered consistently. Mr. Eggett reported that the most important item was the stormwater management plan that was not received on time.

- 3. Public Hearing to receive and consider public comments regarding the following:
  - a. Amending the Riverdale City budget for fiscal year 23 (2022-2023).
  - b. Proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan (referred to in 1-7-1), 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
  - c. Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.
  - d. Adopting the Riverdale City Budget for fiscal year 24 (2023-2024).
- 4. Consideration of Ordinance #967 and proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan (referred to in 1-7-1), 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
- 5. Consideration of Resolution #2023-21 containing Riverdale City's Certified Property Tax Rate of 0.001463 as calculated by the Weber County Auditor.
- 6. Consideration of Resolution #2023-22 the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund.

- 7. Review Fraud Risk Discussion for submission to the State Auditor's Office.
- 8. Consideration of Resolution #2023-23 amending the Riverdale City budget for Fiscal Year 23 (2022-2023)
- 9. Consideration of Resolution #2023-24 adopting the Riverdale City Budget for Fiscal Year 24 (2023-2024)
- 10. Consideration of Resolution #2023-25 to approve the 2023-2024 Consolidated Fee Schedule
- 11. Discussion and possible action regarding 5<sup>th</sup> Fifth Sales Tax Option.

#### Comments

- 1. **City Council:** Councilor Hansen suggested moving the RDA meeting up before the council meeting. Mr. Brooks had a concern with this due to the public hearing being scheduled at 6pm.
- 2. City Staff:
- 3. Mayor:

#### **Adjournment**

Having no further business to discuss, the work session was adjourned at 7:55 p.m.

**Date Approved:** 



Minutes of the Regular Meeting of the Riverdale City Council held Tuesday, June 20, 2023, at 6:00 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Braden Mitchell, Mayor

Alan Arnold, Councilmember Bart Stevens, Councilmember Steve Hilton, Councilmember Anne Hansen, Councilmember Karina Merrill, Councilmember

City Employees: Steve Brooks, City Administrator/Attorney

Mike Eggett, Community Development Director

Scott Brenkman, Police Chief Jared Sholly, Fire Chief

Rich Taylor, Community Development Director

Shawn Douglas, Public Works Director Michelle Marigoni, City Recorder

Excused:

Visitors: Adam Anderson

Nancy Cozzens
Brandie McDonald
Felmer Acevedo
Jake Tate
Dee Hansen
Gayle Hale
Ed Gallegos
Peggy Pearson
Tilly J. Mutsaers
Barbara Andersen
Carol Daz
Thatium Falls
Ricky Hatch

Ron Dille

#### Welcome & Roll Call

The City Council meeting began at 6:00 p.m. Mayor Mitchell called the meeting to order and welcomed all in attendance, including all Council Members, City Staff, and members of the public.

Pledge of Allegiance - Cody Cardon

Invocation - Karina Merrill

#### **Public Comment**

Mayor Mitchell invited members of the public to speak. There was no public comment.

#### **Presentations and Reports**

- 1. Elections Presentation Ricky Hatch and Lauren Shafer, Weber County Elections
- 2. 5600 South Project Presentation Nancy Cozzens and Brandie McDonald, UDOT
- 3. Mayor's Report
- 4. City Administration Report
  - a. Department Reports April
  - b. May Anniversaries Employee Recognition Randy Koger is retiring after 33 years of service. Open house scheduled 6/29 1-3pm at the fire station.

- c. Staffing Authorization Plans
- d. Community Development Report
- 5. Flood Update Report

The flood update was done during the work session.

#### **Consent Items**

1. Consideration to approve meeting minutes from:

June 6, 2023 Council Work Session June 6, 2023 Council Meeting

Mayor Mitchell asked if there were any changes to the minutes from June 6. There were no changes.

Councilmember Arnold moved to approve the minutes. Councilmember Hansen seconded the motion. All were in favor and the minutes were approved.

#### **Action Items**

 Consideration of Final Site Plan proposal for Tesla Riverdale automotive center, located at approximately 4581 South 1500 West, Riverdale, Utah 84405, as requested by 6S Development LLC and AWA Engineering.

Mike Eggett noted Jake Tate was present to represent 6S and AWA. The request requires a conditional use permit, which was approved by the planning commission on May 23, 2023. Mr. Eggett briefly went over staff and engineering comments. He noted there was an updated approval recommendation letter received on 6/20 from the city engineer.

**Motion:** Councilmember Arnold moved to approve the final site plan proposal for Tesla Riverdale automotive center, located at approximately 4581 South 1500 West, Riverdale, Utah 84405, as requested by 6S Development and AWA Engineering.

Second: Councilmember Hilton

Councilor Hilton: Yes
Councilor Arnold: Yes
Councilor Merrill: Yes
Councilor Stevens: Yes
Councilor Hansen: Yes

Motion to passes unanimously.

2.

a. Motion to un-table and consideration of Ordinance #964 regarding a proposed Final Subdivision and Site Plan request for Coleman Vu Estates PRUD Subdivision located at approximately 5368 South 1050 West, as requested by Goldcrest Homes LLC.

Mr. Eggett noted these items were before the council on May 16, 2023 and tabled at that time. He went over the updated site plan review document as well as staff and engineering comments. Much of the documentation in the packet is the same as the previous submission.

Councilor Hansen asked Mr. Eggett if this would fall outside of what was normally seen at this point. Mr. Eggett said there have been conditional approvals with minor issues, but that the stormwater plan is not something they are missing. Mr. Douglas said the plan needs to be recorded with the plat at the county, so there would need to be a stipulation that it be done before recording.

Mr. Arnold asked Mr. Brooks if the regular process would be changed to stop requiring the documents to be submitted on time, or if the process should be adhered to. Mr. Brooks said he would prefer they were in, but it could work. Councilor Hansen clarified that both the Mayor and Mr. Brooks would need to sign off on the plat before it could be recorded, Mr. Brooks confirmed. Mr. Hilton asked Mr. Douglas if he had enough time to review everything, he replied that everything but the stormwater document was reviewed.

**Motion:** Councilmember Hansen moved to un-table Ordinance #964 regarding a proposed Final Subdivision and Site Plan request for Coleman Vu Estates PRUD Subdivision located at approximately 5368 South 1050 West, as requested by Goldcrest Homes LLC.

Second: No second, motion dies.

Adam Anderson with Goldcrest Homes approached the council and began to speak about the stormwater document. Mr. Arnold reminded everyone that the item had not been un-tabled. Mr. Anderson explained that they have been doing the work.

b. Motion to un-table and consideration of Resolution #2023-19 regarding a proposed Planned Residential Unit Development (PRUD) Overlay request applied to the Coleman Vu Estates PRUD Subdivision at approximately 5368 South 1050 West, Riverdale Utah 84405, as requested by Goldcrest Homes LLC.

**Motion:** Councilmember Hansen moved to un-table Resolution #2023-19 regarding a proposed Planned Residential Unit Development (PRUD) Overlay request applied to the Coleman Vu Estates PRUD Subdivision at approximately 5368 South 1050 West, Riverdale Utah 84405, as requested by Goldcrest Homes LLC.

Second: No second, motion dies.

c. Motion to un-table and consideration of Resolution #2023-18 regarding a proposed Development Agreement between Riverdale City and GCH Riverdale I, LLC as requested by Goldcrest Homes LLC.

Ms. Hansen asked if a subdivision was required to approve a Development Agreement. Mr. Brooks said there was not a requirement.

**Motion:** Councilmember Hansen moved to un-table Resolution #2023-18 regarding a proposed Development Agreement between Riverdale City and GCH Riverdale I, LLC as requested by Goldcrest Homes LLC.

#### Second: Councilor Merrill

Councilor Arnold: No
Councilor Hilton: Yes
Councilor Merrill: Yes
Councilor Hansen: Yes
Councilor Stevens: No

#### Motion passes 3 to 2, item c, Resolution 2023-18, un-tabled.

Mr. Brooks noted the development agreement was to address water for development.

Mr. Arnold felt it would be inappropriate to move forward. Ms. Hansen said it would be difficult for them to move forward with the project without water. Mr. Arnold said they didn't have to have the agreement, as there are other ways to get the water.

**Motion:** Councilmember Hansen moved to approve Resolution #2023-18 regarding a proposed Development Agreement between Riverdale City and GCH Riverdale I, LLC as requested by Goldcrest Homes LLC.

#### Second: Councilmember Merrill

Councilor Stevens: No
Councilor Merrill: Yes
Councilor Arnold: No
Councilor Hansen: Yes
Councilor Hilton: Yes

#### Motion passes 3 to 2.

Mr. Anderson asked why the items were not un-tabled. Mr. Brooks reminded him it could not be discussed during the meeting due to the items not being open for discussion.

- 3. Public Hearing to receive and consider public comments regarding the following:
  - a. Amending the Riverdale City budget for fiscal year 23 (2022-2023).
  - b. Proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan (referred to in 1-7-1), 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
  - Nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's Water Fund.
  - d. Adopting the Riverdale City Budget for fiscal year 24 (2023-2024).

Motion: Councilmember Arnold moved to open the public hearing.

Second: Councilmember Hilton

Councilor Hansen: Yes
Councilor Arnold: Yes
Councilor Hilton: Yes
Councilor Stevens: Yes
Councilor Merrill: Yes

Motion passes unanimously, public hearing open at 7:04 pm.

Public Comment: None

Motion: Councilmember Arnold moved to close the public hearing.

Second: Councilmember Hilton

Councilor Arnold: Yes
Councilor Merrill: Yes
Councilor Hansen: Yes
Councilor Stevens: Yes
Councilor Hilton: Yes

Public hearing closed at 7:05 pm

- Consideration of Ordinance #967 and proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan (referred to in 1-7-1), 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.
  - Mr. Brooks reported this is the ordinance done each year for the salaries of employees, councilors, and the judge.

**Motion:** Councilmember Hilton moved to approve Ordinance #967 and proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan (referred to in 1-7-1), 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.

Second: Councilmember Merrill

Councilor Merrill: Yes
Councilor Stevens: No
Councilor Arnold: No
Councilor Hilton: Yes
Councilor Hansen: Yes

Motion passes 3 in favor 2 opposed.

- Consideration of Resolution #2023-21 containing Riverdale City's Certified Property Tax Rate of 0.001463 as calculated by the Weber County Auditor.
  - Mr. Cardon noted the rate had gone up across the county due to property values lowering.

**Motion:** Councilmember Arnold moved to approve Ordinance #967 and proposed amendments to the Riverdale City Code: Human Resources Manual Employees Classification/Compensation Plan (referred to in 1-7-1), 1-7-2 Salaries of City Council and Mayor, and 1-7F-6 Salary of the Justice Court Judge.

Second: Councilmember Hansen

Councilor Hansen: Yes
Councilor Arnold: Yes
Councilor Hilton: Yes
Councilor Stevens: Yes
Councilor Merrill: Yes

Motion passes unanimously.

6. Consideration of Resolution #2023-22 the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund. Estimated \$80,000.

**Motion:** Councilmember Arnold moved to approve Resolution #2023-22 approving the nonreciprocal interfund activity transfer of resources utilized by the City's General Fund as provided by the City's water fund at \$80,000.

Second: Councilmember Hilton

Councilor Stevens: Yes
Councilor Merrill: Yes
Councilor Arnold: Yes
Councilor Hansen: Yes
Councilor Hilton: Yes

Motion passes unanimously.

#### 7. Review Fraud Risk Discussion for submission to the State Auditor's Office.

A consensus was reached to submit the fraud risk discussion.

#### 8. Consideration of Resolution #2023-23 amending the Riverdale City budget for Fiscal Year 23 (2022-2023)

Motion: Councilmember Arnold moved to approve Resolution #2023-23 amending the Riverdale City budget for

Fiscal Year 23 (2022-2023)

Second: Councilmember Hilton

Councilor Hansen: Yes
Councilor Arnold: Yes
Councilor Hilton: Yes
Councilor Stevens: Yes
Councilor Merrill: Yes

Motion passes unanimously.

#### 9. Consideration of Resolution #2023-24 adopting the Riverdale City Budget for Fiscal Year 24 (2023-2024)

Mr. Cardon noted the budget was almost the same with a few tweaks and no significant changes since the tentative budget at the last meeting.

Ms. Hansen asked for an explanation in the council budget for the 2030 plan. Mr. Cardon explained that it was set aside in case Adam Philpott's services were needed. Mayor Mitchell said he has asked Mr. Philpot to do some research to figure out how much would be needed to offset the 2030 tax change.

She asked about \$100,000 in the capital improvement fund. Mr. Cardon said it has been set aside there since the landslide, in case of another large emergency.

Mr. Stevens asked if there was a portion of the originally requested \$100,000 for improvements and office furniture. Mr. Cardon said it was not there because a consensus was not reached at the last meeting. Mr. Stevens asked if it could be added back in with a smaller amount such as \$50,000. Mr. Brooks noted that all other buildings have been remodeled except for the city hall building and it was needed. Mr. Arnold said his work just revamped their office area, and it did not increase productivity or make any changes, other than cosmetic, and felt it was unnecessary.

**Motion:** Councilmember Arnold moved to approve Resolution #2023-24 adopting the Riverdale City Budget for Fiscal Year 24 (2203-2024) as provided in the packet.

Second: Councilmember Merrill

Councilor Arnold: Yes
Councilor Stevens: No
Councilor Merrill: Yes
Councilor Hilton: Yes
Councilor Hansen: Yes

Motion passes 4 in favor 1 opposed.

#### 10. Consideration of Resolution #2023-25 to approve the 2023-2024 Consolidated Fee Schedule

Mr. Cardon said most of the increases are pass-throughs from Weber Basin, and an initial charge for new garbage cans was added. An increase to the senior lunches should have been added to the changes. Ms. Hansen asked for clarification about the garbage cans, Mr. Cardon explained the city would still pay for repairs and replacements.

**Motion:** Councilmember Arnold moved to approve Resolution #2023-25 approving the 2023-2024 Consolidated Fee Schedule with a lunch donation increase to \$4.00.

Second: Councilmember Hilton

Councilor Merrill: Yes
Councilor Stevens: Yes
Councilor Arnold: Yes
Councilor Hansen: Yes
Councilor Hilton: Yes

Motion passes unanimously.

#### 11. Discussion and possible action regarding 5th Fifth Sales Tax Option.

Mayor Mitchell explained that Weber County is considering adding the 5<sup>th</sup> Fifth option which would be a 2/10 increase in sales tax. Mayor Mitchell explained how it would be distributed, noting that Riverdale could get over \$300,000. Weber County was asking for a consensus or agreement from city councils within the county.

Mr. Hilton asked if it would hurt or help with trying to keep the local option sales tax. Mr. Brooks felt it would help because it would show Riverdale was taking the initiative to help their own budget. There was discussion about why the option has come about and what the funds could be used for. Mr. Stevens noted that the county was the deciding body on the issue, and they were just looking to get a feel for if cities were on board. He felt it would ultimately hurt rather than help, as people may not purchase large items in Riverdale. Mr. Arnold said he did not believe it was a good idea.

#### **Comments**

- 1. City Council:
- 2. City Staff:
- 3. Mayor:

#### **Adjournment**

Having no further business to discuss, Councilmember Arnold moved to adjourn the meeting. Councilmember Hilton seconded. The meeting was adjourned at 7:32 p.m.

**Date Approved:** 



# City Council Executive Summary

For the Council meeting on: 7-5-2023

Petitioner: Goldcrest Homes
Represented by Thatiam Falls and Adam Anderson

#### Summary of Proposed Action

Goldcrest Homes, as represented by Thatiam Falls and Adam Anderson, have resubmitted documents for the Final Subdivision Site Plan and Plat review and approval for the Coleman Vu Estates PRUD Subdivision proposal as located at approximately 5368 South 1050 West in a Single-Family Residential R-2 zone. Goldcrest Homes have taken over responsibility for this subdivision process from RD Development Group.

This final subdivision submittal was previously recommended for Council approval by the Planning Commission on March 14, 2023, with the understanding that outstanding staff and engineering concerns are resolved. There have been many reviews back and forth with the applicant group and city staff/engineering since that time in an effort to resolve outstanding identified concerns. The proposed subdivision site plan is back again before the City Council for un-tabling and final approval consideration 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 side yard and rear yard setbacks of the proposed lots and building footprints thereupon. On September 13, 2022, there was a public hearing held regarding this PRUD request. No public comments were provided during the public hearing or prior to the public hearing. At the conclusion of the public hearing, the Planning Commission reviewed the request and made a favorable recommendation to the City Council to approve the PRUD request for this project area.

These three items were previously reviewed and discussed by the City Council on May 16, 2023 and again on June 20, 2023. On June 20, 2023, at the conclusion of the brief discussion regarding a proposed un-tabling of these matters, the Council did not take any formal action regarding two of these tabled items until the outstanding identified Council concerns and staff/engineering concerns are resolved. However, the Council did approve the un-tabling and support for the development agreement associated with this project. The applicant group has submitted updated plans and supporting documents, in an effort to resolve previously noted concerns for these remaining two associated items and have requested to come back to City Council for un-tabling consideration of the two remaining action items tied to the Coleman Vu Estates PRUD Subdivision proposal.

#### Action to be taken in this matter may include:

a. **Subdivision and Site Plan request:** Following discussion in this matter, the Council take action regarding the un-tabling of this item. Thereafter, the Council may make a motion to approve the final site plan and plat, approve with additional requirements and criteria, table the matter to a later date, or not approve the proposed Coleman Vu Estates PRUD subdivision final site plan and plat with the appropriate findings of fact. Should this proposal receive approval from the Council, then the site plan and plat could move on to finalize the plat, prepare escrow/bond required documentation, finalize water servicing needs for the project, and record the plat thereafter.

b. Planned Residential Unit Development (PRUD) Overlay request: Following any action regarding the final site plan and plat, the Council may take action to un-table this action item. Thereafter, the Council may make a motion to approve the PRUD overlay request for this subdivision/site plan, approve the PRUD request with additional requirements and criteria, table the matter to a later date, or not approve the proposed PRUD overlay component with appropriate finding of facts for the decision.

#### 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 City Council should discuss these summaries and Planning Commission and/or staff concerns.

Staff encourages the City Council to review this each action item in this matter, including concerns outlined herein, and then discuss with the petitioner concerns associated with each requested action item. Staff would then recommend that the City Council make a motion to optionally approve each action item, or approve each item with additional requirements and criteria, table any of the items to a later date, or not approve each of the action items with the appropriate findings of fact to support the decision.

#### 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 Administrato	
	Steve Brooks, City Administrator

# RIVERDALE CITY CITY COUNCIL AGENDA

July 5, 2023

#### **AGENDA ITEM: G1a**

SUBJECT: Motion to un-table and consideration of Ordinance #964 regarding a

proposed Final Subdivision and Site Plan request for Coleman Vu Estates PRUD Subdivision located at approximately 5368 South 1050 West, Riverdale, Utah 84405 as requested by Goldcrest Homes LLC.

**PRESENTER:** Mike Eggett, Community Development Director

**INFORMATION:** a. Ordinance #964

b. Coleman Vu PRUD Final Sub Plan CC Review 20230615

c. Dept Staff Reports – CC Coleman Vu Final Sub Plan 20230628

d. Coleman VU Estates – City Eng Review #8 6-29-2023 Approve

e. Coleman Vu PRUD Subdiv Updated App [20220808]

f. Revised LOI

g. Coleman Vu Estates – Eng Cost Est June 20th

h. Letter to City Staff & Council

i. Coleman Vu Estates Signs

j. Variance Request 3-18-2022

k. COLEMAN VU HEIGHTS LANDSCAPE 2023.06.14

I. 2023-05-31 Coleman Vu Updated Drawings

m. Ex-100 – Round-about exhibit

**BACK TO AGENDA** 



#### **ORDINANCE NO. 964**

# AN ORDINANCE CREATING A SUBDIVISION AND APPROVING A SITE PLAN KNOWN AS THE COLEMAN VU ESTATES PRUD SUBDIVISION, IN THE CITY OF RIVERDALE, WEBER COUNTY, STATE OF UTAH AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, The City of Riverdale (hereinafter "City") has received a request for a PRUD subdivision site, located at approximately 5368 South 1050 West, known as the "Coleman Vu Estates PRUD Subdivision," at the request of Goldcrest Homes, LLC (herein Petitioner), of a certain parcel of land hereinafter described in detail on the attached Exhibits, for a PRUD residential subdivision and development; and

**WHEREAS**, the petitioner has complied with all the requirements set forth in Utah Code and the Riverdale City Code (Title 10 Chapters 21, 9C, 14, and 15, where required) concerning subdivision creation; and

WHEREAS, the petitioner of the said parcel of land, has received a recommendation of approval for said subdivision from the Riverdale City Planning Commission (March 14, 2023) during a public meeting; and

**WHEREAS**, the City Council now desires to approve the subdivision and formally recognize and order that said subdivision be recorded with the Weber County Recorder's Office; and

**WHEREAS**, it is in the best interest of Riverdale City to allow the proposed subdivision and to do so will promote health, safety and the general welfare of the community; and

# NOW THEREFORE, BE IT HEREBY ORDAINED AND ENACTED BY THE CITY COUNCIL OF THE CITY OF RIVERDALE:

Section 1. Subdivision Plat. Be it hereby ordained by the Riverdale City Council that the site, located at approximately 5368 South 1050 West, be amended to create the "Coleman Vu Estates PRUD Subdivision," for the proposed location, pursuant to the attached description and maps, as set forth on the attached Exhibit(s).

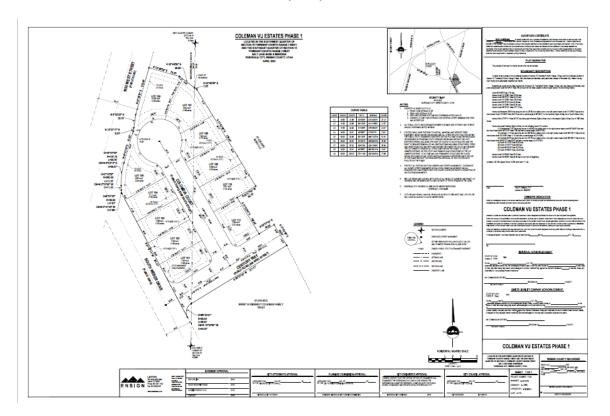
Section 2. That said subdivision be recognized and recorded in the Office of the Weber County Recorder.

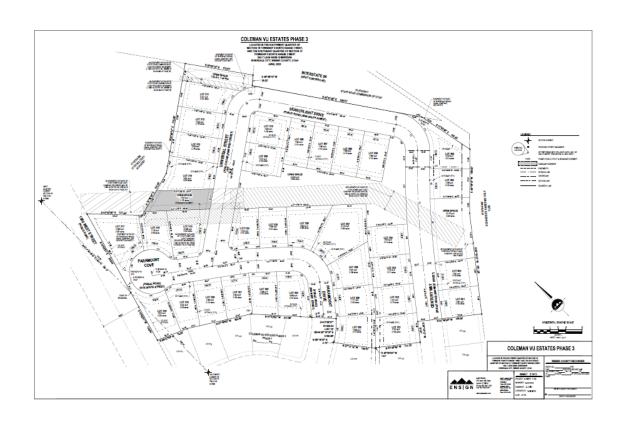
Section 3. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

PASSED, ADOPTED, AND ORDERED POSTEI	<b>D</b> this day of July 20	23.		
	Braden D. Mitchell			
	Riverdale City Mayor			
Attest:				
Michelle Marigoni City Recorder	•			
	VOTE:			
	Alan Arnold _	Yea	Nay _	Absent
	Bart Stevens	_Yea _	Nay _	Absent
	Steve Hilton	_Yea_	Nay	Absent
	Anne Hansen	_Yea _	Nay	Absent
	Karina Merrill	_Yea _	Nay _	Absent

### **Exhibit A**

(Plat)





#### **Exhibit B**

# LEGAL DESCRIPTION Phase 1

A parcel of land, situate in the Southwest Quarter of Section 18 Township 5 North, Range 1 West, and the Southeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Riverdale City, Weber County, Utah. Being more particularly described as follows: Beginning at a point on the West Section line of Section 18, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point being located South 00°48'12" West 789.24 feet from the West Quarter Corner of said Section 18 and running thence; South 52°46'09" East 7.33 feet; thence South 31°22'50" East 279.84 feet; thence South 58°37'10" West 54.10 feet; thence South 31°22'50" East 105.00 feet; thence North 58°37'10" East 43.28 feet; thence South 31°22'50" East 60.00 feet; thence South 58°37'10" West 277.17 feet; thence southwesterly 38.53 feet along the arc of a 25.50-foot radius curve to the left (center bears South 31°22'50" East and the chord bears South 15°20'00" West 34.97 feet with a central angle of 86°34'21") to the northerly Right-of-Way line of South Weber Drive; thence North 27°57'11" West 347.47 feet along said Northerly Right-of-Way Line to the easterly Right-of-Way Line of 1050 West Street; thence along said Easterly Right-of-Way Line the following seven (7) courses: (1) northwesterly 7.87 feet along the arc of a 55.50-foot radius curve to the right (center bears North 80°34'40" East and the chord bears North 05°21'34" West 7.86 feet with a central angle of 08°07'33"); (2) northerly 11.10 feet along the arc of a 292.50-foot radius curve to the right (center bears North 86°23'41" East and the chord bears North 02°31'05" West 11.10 feet with a central angle of 02°10'28"); (3) northerly 56.76 feet along the arc of a 197.70-foot radius curve to the right (center bears North 88°38'41" East and the chord bears North 06°52'12" East 56.57 feet with a central angle of 16°27'03"); (4) North 16°12'16" East 81.82 feet; (5) North 12°07'17" East 8.83 feet; (6) North 08°02'23" East 32.75 feet; (7) North 15°50'31" East 120.49 feet; thence South 74°09'29" East 78.72 feet; thence South 52°46'09" East 46.56 feet to the Point of Beginning. Contains 132,190 Square Feet or 3.035 Acres and 11 Lots

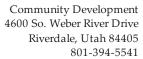
#### Phase 2

A parcel of land, situate in the Southwest Quarter of Section 18 Township 5 North, Range 1 West, and the Southeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Riverdale City, Weber County, Utah. Being more particularly described as follows: Beginning at a point on the West Section line of Section 18, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point being located South 00°48'12" West 464.51 feet from the West Quarter Corner of said Section 18 and running thence; South 66°27'00" East 41.33 feet; thence South 57°50'03" East 163.09 feet; thence South 41°52'53" East 211.50 feet; thence southwesterly 57.16 feet along the arc of a 205.00-foot radius curve to the right (center bears North 47°39'59" West and the chord bears South 50°19'19" West 56.98 feet with a central angle of 15°58'37"); thence South 58°18'37" West 2.72 feet; thence South 37°11'14" East 104.91 feet; thence North 45°20'54" East 1.51 feet; thence South 51°49'48" East 111.78 feet; thence North 38°10'12" East 51.91 feet; thence South 51°49'48" East 160.00 feet to the westerly boundary line of Schneiter's Riverside Golf Club as described in that Quit-Claim Deed recorded as Entry No. 1271967, in the Office of the Weber County Recorder; thence South 38°10'12" West 454.38 feet along said westerly boundary line; thence North 26°56'18" West 169.34 feet; thence North 31°22'50" West 60.00 feet; thence South 58°37'10" West 43.28 feet; thence North 31°22'50" West 105.00 feet; thence North 58°37'10" East 54.10 feet; thence North 31°22'50" West 279.84 feet; thence North 52°46'09" West 53.89 feet; thence North

74°09'29" West 78.72 feet to the easterly Right-of-Way Line of 1050 West Street; thence North 15°50'31" East 301.75 feet along said easterly Right-of-Way Line; thence South 66°27'00" East 38.16 feet to the Point of Beginning. Contains 246,781 Square Feet or 5.665 Acres and 23 Lots.

#### Phase 3

A parcel of land, situate in the Southwest Quarter of Section 18 Township 5 North, Range 1 West, and the Southeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Riverdale City, Weber County, Utah. Being more particularly described as follows: Beginning at a point on the West Section line of Section 18, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point being on the easterly right-of-way Line of 1050 West Street, said point also being South 00°48'12" West 318.76 feet from the West Quarter Corner of said Section 18 and running thence; North 15°50'31" East 223.44 feet along said easterly right-of-way Line to the southerly boundary line of Utah Military Academy as described in that Special Warranty Deed recorded as Entry No. 3047309, in the Office of the Weber County Recorder; thence along said southerly boundary line the following three (3) courses: (1) South 43°43'36" East 137.44 feet; (2) North 74°48'06" East 119.99 feet; (3) North 54°48'12" East 276.58 feet to the southerly right-of-way line of Interstate-84; thence along said southerly right-of-way line the following three (3) courses: (1) South 35°23'14" East 170.97 feet; (2) South 49°48'12" West 26.52 feet; (3) South 34°31'48" East 429.01 feet; thence South 11°08'48" East 143.42 feet to the westerly boundary line of Schneiter's Riverside Golf Club as described in that Quit-Claim Deed recorded as Entry No. 1271967, in the Office of the Weber County Recorder; thence along said westerly boundary line the following two (2) courses: (1) South 45°10'12" West 159.42 feet; (2) South 38°10'12" West 251.20 feet; thence North 51°49'48" West 160.00 feet; thence South 38°10'12" West 51.91 feet; thence North 51°49'48" West 111.78 feet; thence South 45°20'54" West 1.51 feet; thence North 37°11'14" West 104.91 feet; thence North 58°18'37" East 2.72 feet; thence northeasterly 57.16 feet along the arc of a 205.00foot radius curve to the left (center bears North 31°41'23" West and the chord bears North 50°19'19" East 56.98 feet with a central angle of 15°58'37"); thence North 41°52'53" West 211.50 feet; thence North 57°50'03" West 163.09 feet; thence North 66°27'00" West 79.50 feet to the easterly right-of-way Line of 1050 West Street; thence North 15°50'31" East 135.64 feet along said easterly right-of-way line to the Point of Beginning. Contains 464,786 Square Feet or 10.670 Acres, 34 Lots and 4 Open Space Parcels





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

Completed by Mike Eggett, Community Dev. Director on 8/17/2022, 8/18/2022, 3/8/2023, 3/28/2023, 4/12/2023, 5/10/2023, and 6/15/2023

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

Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting)	August 8, 2022, update on August 18, 2022, March 8, 2023, March 28, 2023, April 4, 2023, May 2, 2023, and June 1, 2023
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	Departmental Review Comments
Requirements	
COVER SHEET	Provided
Title Block	
Project name and address	Project name shown and address shown
Property Owner's name, address, and phone number	Yes shown - Movu, LLC, 5406 S Weber Drive, Riverdale, Utah 84041, Contact: Brent Coleman, PH: 801-698-3591
Developer's name, address, and phone number	Goldcrest Homes, 9730 South 700 East, Sandy, Utah 84070, Contact: Adam Anderson, 385-200- 0040
Approving agency's name and address: Utility companies as applicable	Shown - Riverdale City, 4600 S. Weber River Drive, Riverdale, Utah 84405; <u>Utility company names, address, and phone number not provided as applicable</u>
Consulting Engineer's name, address, and phone number	Ensign Engineering, 45 W. 10000 S., Suite 500, Sandy, Utah 84070, 801-255-0529

Licensed Land Surveyor's name, address, phone	Trent R. Williams, Ensign Engineering, 919 North
number, signature, and seal	400 West, Layton, Utah 84041, 801-547-1100, <u>seal</u>
	and signature not shown at this time
Date	Yes – 5/31/2023
Revision block with date and initials	Revision block shown for use
Sheet number and total sheets	22 total sheets (includes the plat) and other
	supporting documents
General	
Street names	Shown – Columbia Court (5350 S.), Century Way
	(900 W.), Motor Vu Drive (5250 S.), Paramount
	Drive (950 W.), Paramount Cove (5175 S.),
	Universal Street (1000 W.), Searchlight Drive (5050
	S.) (all new roads), 1050 West, and South Weber
Lavoute of late with lat awarbors and addresses	Drive
Layouts of lots with lot numbers and addresses	68 lots shown, 4 open space/detention parcels; addresses are shown on plat for each lot
Adjacent tract ownership and tax identification	Adjacent property tract ownership names shown
numbers	with tax ID numbers
Scale (minimum 1"=50' to 1"=10')	Yes, scale is shown as 1" = 40' on plat
North arrow	. Voc
North arrow	Yes
Existing easements, structures, and utility lines:	Existing easements shown on plat; existing
Approval to cross, use, or relocate	structures on site shown; existing utility lines
	shown; <u>unsure of approvals provided to cross, use,</u>
	<u>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
Vicinity Map	
Street names	Yes
Site location	Yes
North arrow	Yes
Scale	"Not to scale" noted
PLAT SHEET	Note that Lots 105-106, 210-211, 317-318 will
	have no vehicular access to 1050 West and Lots
	101-105 will have no access to South Weber Drive
Title Block	
Project name and address	Project name shown and address shown

Approving Agency's name and address	This is provided: 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 provided
Date	Yes – April 2023
Names of approving agents with titles, stamps, signatures, and license expiration dates	Names of approving utility agents, titles, stamps, signatures, and license expiration shown
Names of approving departments (Attorney, Planning Commission, Mayor, Engineer)	Shown on plat
Layout	
Street Names	Shown – Columbia Court (5350 S.), Century Way (900 W.), Motor Vu Drive (5250 S.), Paramount Drive (950 W.), Paramount Cove (5175 S.), Universal Street (1000 W.), Searchlight Drive (5050 S.) (all new roads), 1050 West, and South Weber Drive
Layouts of lots with lot numbers	68 lots shown, 4 open space/detention parcels; addresses are shown on plat for each lot
Bearings and distances for all property lines and section ties	Shown, defer to City Engineer review
Boundary and Legal description	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 shown in park strips along 1050 West and South Weber Drive; color and style on stamped concrete shown on landscaping plan as noted on note 16 of Site Plan (C-200) page; park irrigation plans provided for the landscaping area
Location of exterior lighting devices, signs, and outdoor advertising	Existing and anticipated exterior lighting devices (streetlights) shown; anticipated subdivision signage locations shown
Location of underground tanks, dumpsters, etc	No underground tanks shown for this site; dumpsters not anticipated for this site

Additional Information	
Benchmark	Shown, defer to City Engineer review
Basis of bearings	Shown, defer to City Engineer review
Legend	Yes, shown
PLAN AND PROFILE SHEETS	Site Plan and Utility Plan sheet provided
<u>Title Block</u>	
Project name and address	Project name shown and address shown
Approving Agency's name and address	This is provided: 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 - 5/31/2023
Scale	Yes, scale is shown as 1"= 40'
Revision block with date and initials	Revision block shown for use
Sheet number and total sheets	22 total sheets (includes the plat) and other supporting documents in binder
General	0
North arrow	Yes
Street names	Shown – Columbia Court (5350 S.), Century Way (900 W.), Motor Vu Drive (5250 S.), Paramount Drive (950 W.), Paramount Cove (5175 S.), Universal Street (1000 W.), Searchlight Drive (5050 S.) (all new roads), 1050 West, and South Weber Drive
Lot numbers	68 lots shown, 4 open space/detention parcels; addresses are shown on plat for each lot
Reference to sheets showing adjacent areas	Not applicable
Center line stationing	Shown on plans
Existing natural ground	Shown on sheet C-100
Signage	Subdivision signage location shown on corner of Lot 101; may inquire future signage intent
Height	Dimensions unknown at this time
Size	Dimensions unknown at this time
Locations	Shown on corner of Lot 101
Colors	Refer to provided imagery

Lighting	Not available
New and Existing Buildings	
Height and Size (multiple homes)	New building - Height = range of height unknown at this time; Building size = range of size unknown at this time; existing buildings and utility structures on site shown; may inquire for more details about the planned structures
Location, setbacks, and all dimensions	Setbacks will vary based upon homes placed on lots, five (5) foot side yard setback minimum requested and twenty (20) foot rear yard setback minimum requested; building footprints shown on drawings should be set to meet R-2 zoning reqs, with exceptions if PRUD is approved and setbacks slightly modified per approval of PRUD
Type of construction	Building materials and types of construction shown on Home Elevation drawings; see Home Elevations for more regarding colors, material, and proposed style of homes; 40% rock and/or stone req per PRUD application and met on dwg calcs
Type of occupancy and proposed uses	Single family residential uses
Show handicapped access	ADA accessible ramp shown and identified on multiple sheets
New and Existing Landscaping & Percentage	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 shown in park strips along 1050 West and South Weber Drive; color and style on stamped concrete shown on landscaping plan as noted on note 16 of Site Plan (c-200) page; park irrigation plans provided for the landscaping area
Number of trees	16 trees, 99 shrubs, 106 ornamental grass, other 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
New and Existing Walls and Fences	
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
New and Existing Ingress and Egress	

Location and size of points of ingress and egress for motor vehicles and internal use	Yes, shown
Circulation pattern	Not shown, may discuss traffic movement but seems intuitive
New and Existing Streets	
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	Signing installation should be coordinated with public works dept and paid for by applicant; roadway striping should be coordinated with public works;
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; signing installation, if any, should be coordinated with public works dept and paid for by applicant;
Stop signs	Sign locations shown on plans; signing installation, if any, should be coordinated with public works dept and paid for by applicant;
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"; sidewalk standard depth and approach depth meeting standards noted on sheet C-200 "Site Plan" as keynote #2
Planting Strip	Shown
New and Existing Storm Drainage	
Top of curb elevations	Shown, <u>defer to City Engineer</u>
Slope of gutter	Shown, defer to City Engineer
Manholes	Existing and new shown on multiple sheets
Invert elevations	Shown, defer to City Engineer
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
	<u> </u>

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; defer to City Engineer
Calculations for retention system	Storm runoff and retention calcs shown on "Storm Drain Detention" document; defer to City Engineer
Method of storm water clean-up	Shown on sheets C-300, C-500, and C-600; <u>defer to</u> Public Works Director
New and Existing Sanitary Sewers	
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>
New and Existing Water Lines	
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
New and Existing Gas Lines	
Size and type	Known existing locations shown; new gas lines size, type, and location installation noted on Utilities Plan (Sheet C-400)
New and Existing Electrical Lines	,
Size, location, and type	Existing location shown; new electrical lines size, type, and location installation noted on Utilities Plan (Sheet C-400)
Location of power poles	Sites of proposed power poles not shown, if applicable
New and Existing Telephone Lines	
Location of poles, junction boxes, and manholes	Known existing locations shown; new telephone lines size, type, and location installation noted on Utilities Plan (Sheet C-400)
New and Existing Cable TV Lines	
Location of lines (if applicable)	Known existing locations shown; new cable TV lines size, type, and location installation noted on Utilities Plan (Sheet C-400)
DETAILED DRAWINGS	
Cross section of roadway (minimum 8" road base and 3" asphalt)	Shown on sheet C-600 "Civil Details"; defer to City Engineer

Cross section of curb and gutter (standard 30" high back)	Reference to City Standards cross section noted on sheet C-200 keynote #3; <u>defer to City Engineer</u>
Gutter inlet box with bicycle safe grate	Locations shown on sheet C-300, reference to City Standards requirements for inlet boxes as noted on sheet C-300 keynote #13; defer to City Engineer
Cleanout box	Cleanout boxes upgraded to manholes and reference to City Standards requirements for cleanouts as noted on sheet C-300 keynote #14; defer to City Engineer
Thrust blocking	Reference to City Standards requirements for cleanouts as noted on sheet C-400 keynote #3; 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; defer to City Engineer
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	Currently Final Subdivision Plan and Plat submission being reviewed for final approval consideration by City Council

### DEPARTMENTAL STAFF REPORTS - 4/20/2023 to 6/28/2023

From: Shawn Douglas

**Sent:** Wed 6/28/2023 2:14 PM

**To:** Mike Eggett **Subject:** Coleman Vu

Mike,

I have received the Long-Term Stormwater Management Plan for Coleman VU. I have no further comments and would recommend approval. Thanks

## **Shawn Douglas**

Riverdale City Public Works 801-394-5541 ext 1217 Sdouglas@Riverdalecity.com

From: Scott Brenkman

**Sent:** Wed 6/7/2023 5:01 PM

To: Mike Eggett

Subject: RE: Updated Review Comments needed - Coleman Vu Heights PRUD Subdivision Final

I have no concerns.

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

From: Jared Sholly

Sent: Thu 4/20/2023 12:20 PM

**To:** Mike Eggett **Cc:** Randy Koger

Subject: RE: Further updated Council review Comments Needed - Coleman Vu Heights PRUD

I don't have anything to change or add.

Jared Sholly
Fire Chief
Riverdale City Fire Department
Office 801-394-7481

From: Randy Koger

**Sent:** Thu 6/15/2023 10:53 AM

**To:** Mike Eggett **Cc:** Jared Sholly

Subject: RE: Updated Review Comments needed - Coleman Vu Heights PRUD Subdivision Final

I have no additional comments.

fandly S. Kagev

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 rests with the owner.

**Fire Marshal/Code Enforcement Officer** 

**Riverdale City 801-436-1241** 



5141 South 1500 West Riverdale City, Utah 84405 801-866-0550

29 June 2023

Riverdale City 4600 South Weber River Drive Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director/RDA Deputy Executive Director

Proj: Coleman VU Estates

Subj: Three Phase Plat and Improvement Drawings dated "5/30/2023 For Construction"

#### Dear Mike,

Attached for consideration is our engineering review of the "Coleman Vu Estates Phase 1, Phase 2 and Phase 3 and the Improvement Drawings" and the Engineer's Cost estimate. After discussions with the developer, their engineer and the items provided in response to the last review letter, I recommend approval for the Coleman VU Estates.

- 1. Discussion with UDOT, Dave Algers, will approve the plans with the updated submission of the drawings. The building permit can be held to ensure that the final UDOT approval is completed with the Drainage easement executed.
- 2. The engineer's estimate has been updated and find it acceptable. The amount of the engineer's estimate is \$4,296,295.76 with the escrow amount of 10% being at \$429,623.57

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.

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

City Engineer

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





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

Acet #10-34-1500

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

Case No:	SUBMITTED: 8/8/2022
APPLICANT'S NAME: RD Development - Keaton Morton	
ADDRESS: 9730 South 700 East Suite 100 Sandy, Utah 840	70
PHONE: 801-856-2478 TAX	1.D. No: 07-076-0010, 08-111-0047, & 07-076-0028, 07-076-0001
Address of Site: 5369 South 1050 West	0 (-012-0028,01-016-00001
APPLICANT'S INTEREST: PRUD Subdivision	
Application is hereby made to the Riverdale City Planning Com	nmission requesting that a
residential subdivision consisting of	_ lots be approved on19.68 of of
property in the R-2 zone in accordance with the attached	I site plan.
Signature of Applicant	Signature of Property Owner
I authorize RD Development LLC relating to this application.	to act as my representative in all matters  Signature of Property Owner
NOTE: A fee will be charged at the time the site plan is submit Fee: \$ \( \ldot \frac{10}{200} \) Date	ted for review - \$1 <b>5</b> 0 per lot/unit paid: 8/8/2022 & 8/15/2022
Planning Commission sets public hearing: Yes ✔ No □ Date	of Public Hearing: See PRW Application
Planning Commission scheduled to hear this application for site	1 N
City Council sets public hearing: Yes  No W Date of Pub	lic Hearing: N/A Concerns
City Council scheduled to hear this application for site plan app	roval on:
Date: 5/16/2023;6/20/2023; Decision of Council: 1/	obled; Remain labled;

RIVERDALE CITY CORPORATION 4600 SOUTH WEBER RIVER DRIVE RIVERDALE UT 84405

394-5541

Receipt No: 15.551544

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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 Check No: 002005	3,400.00
Total Applied:	3,400.00

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,

E C el Esta

t with

at W. Caraca 2005 - 1412

1979 200

Previous Balance:	.00
MISCELLANEOUS - PRUD REQUEST FEE 5369 S 1050 W	500.00
10-36-9000 SUNDRY REVENUE	
Total:	500.00
i * Anjas	
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
1 1 1 5 580 11 11	
Change Tendered:	.00

08/08/2022 3:37 PM



### OFFICIAL LETTER OF INTENT

This document has been drafted with the purpose of disclosing Goldcrest Homes plans/intentions on how to execute the bonding for the Coleman Vu Estates improvements.

- Developer will pursue and establish security financing, via a surety bond for this
  project, matching the amount reflected on the approved Engineer's Cost
  Estimate document for this project, as directed by applicable Riverdale City
  Codes.
- 2. Developer will ensure that security financing be put in place for the guaranteed completion of all amenities in phase 3 of the Coleman Vu Estates project.

**Developer Signature** 

Date

Date

**Developer Print Name** 

# Coleman Vu Estates - Engineering Estimate

Description of Item	Quantity	Unit	Unit Price	Total
SITE PREPARATION				
Mobilization				
Demolition	26,780	SF	\$2.73	\$73,109.40
Demolish and remove 26,780 sqft. of buildings				
Demolition	252,736	SF	\$0.47	\$118,785.92
Remove 252,736 sqft. of asphalt				
Site Grading	102,803	LS	\$13.00	\$1,336,439.00
Bring in place and compact 102,803 tons to bring raod and right of				
ways up to subgrade				
SEWER				
Sewer	3,300	LF	\$35.94	\$118,602.00
Install 3,300 feet of 8" sewer main				
Sewer	1	Each	\$3,894.00	\$3,894.00
Install SSMH 103				
Sewer	1	Each	\$3,894.00	\$3,894.00
Install SSMH 104			. ,	. ,
Sewer	1	Each	\$3,894.00	\$3,894.00
Install SSMH 105			, , , , , , , , , , , ,	, . ,
Sewer	1	Each	\$4,187.00	\$4,187.00
Install SSMH 106			<b>\$ 1,101100</b>	Ψ1,101100
Sewer	1	Each	\$4,187.00	\$4,187.00
Install SSMH 107		Luon	Ψ4,107.00	Ψ4,107.00
Sewer	1	Each	\$3,399.00	\$3,399.00
Install SSMH 109		Luon	ψο,σσσ.σσ	ψο,σσσ.σσ
Sewer	1	Each	\$3,399.00	\$3,399.00
Install SSMH 110		Luon	ψο,σσσ.σσ	ψο,σσσ.σσ
Sewer	1	Each	\$3,938.00	\$3,938.00
Install SSMH 111		Luon	ψ0,000.00	ψο,σσσ.σσ
Sewer	1	Each	\$4,570.00	\$4,570.00
Install SSMH 112		Luon	Ψ4,070.00	Ψ+,070.00
Sewer	1	Each	\$4,570.00	\$4,570.00
Install SSMH 113		Lacii	Ψ+,57 0.00	ψ+,570.00
Sewer	1	Each	\$4,726.00	\$4,726.00
Install SSMH 114		Luon	Ψ4,720.00	Ψ4,720.00
Sewer	1	Each	\$4,095.00	\$4,095.00
Install SSMH 116		Luon	Ψ4,000.00	Ψ4,000.00
Sewer	1	Each	\$4,187.00	\$4,187.00
Install SSMH 117		Lacii	Ψ+,107.00	ψ+,107.00
Sewer	1	Each	\$4,187.00	\$4,187.00
Install SSMH 118	1	∟au⊓	φ4,107.00	φ <del>4</del> ,107.00
Sewer	1	Each	\$4,187.00	\$4,187.00
Install SSMH 119	1	Latii	φ4,107.00	φ <del>4</del> ,107.00
Sewer	1	Each	\$3,864.00	\$3,864.00
	- 1	Latii	φ5,004.00	φ3,004.00
Install SSMH 120	4	Each	¢24 676 00	\$24 676 00
Sewer	1	Each	\$24,676.00	\$24,676.00
Install SSMH 121	4	Each	¢4 407 00	¢/ 107 00
Sewer	1	Each	\$4,187.00	\$4,187.00
Install SSMH 122				

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Sewer		1	Each	\$4,187.00	\$4,187.00
Install SSM	1H 123	-			
Sewer		1	Each	\$3,864.00	\$3,864.00
Install SSM	1H 124				
Sewer		1	Each	\$24,944.00	\$24,944.00
Install SSM	1H 115				
Sewer		1	Each	\$5,302.00	\$5,302.00
Install SSM	1H 102				
Sewer		1	Each	\$4,761.00	\$4,761.00
Install SSM	1H 108				
Sewer		71	Each	\$1,271.00	\$90,241.00
Install (71)	4" sewer Laterals			. ,	,
Sewer		1	LS	\$2,500.00	\$2,500.00
Testing		1		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , ,
Irrigation		9	Each	\$5,147.00	\$46,323.00
1	i0" manholes		Lacii	ψο, τ τ τ του	ψ10,020.00
ilistali (9) 0	o mannoles	1			
		+			
CHI INARY	WATER		<u> </u>		
CULINARY	WATER		Fast:	C44 445 00	¢00,000,00
Water		2	Each	\$11,415.00	\$22,830.00
	ad and tap existing water main for new 8" water main			***	
Water		3,834	LF	\$39.27	\$150,561.18
Install 3,83	4 feet of 8" C900 waer main				
Water		10	Each	\$1,001.00	\$10,010.00
Install (10)	8" tees				
Water		2	Each	\$1,001.00	\$2,002.00
Install (2) 1	0" tees				
Water		12	Each	\$3,127.00	\$37,524.00
Install (12)	8" valves				
Water		2	Each	\$3,327.00	\$6,654.00
Install (2) 1	0" valves				
Water		7	Each	\$661.00	\$4,627.00
	5 degree bends				. ,
Water		8	Each	\$656.00	\$5,248.00
	2.5 degree bends			<b>+</b>	ψο,Ξ :ο:οο
Water	.e.o dograd borido	4	Each	\$661.00	\$2,644.00
	1.25 degree bends	1	Luon	Ψ001.00	Ψ2,044.00
Water	1.23 degree bends	2	Each	\$6,677.00	\$13,354.00
<del></del>	d of line hydrants		Lacii	Ψ0,077.00	ψ13,334.00
Water	ia or mie riyuranis	5	Each	¢7 152 00	¢25 760 00
	a hudronto	5	Each	\$7,152.00	\$35,760.00
Install 5 fire	е пушалтѕ		F'	<b>60.070.00</b>	C4 47 440 00
Water	O/All control laterals	71	Each	\$2,072.00	\$147,112.00
	3/4" water laterals	_		A	<b>*</b> ·
Water		35	Each	\$250.00	\$8,750.00
	hrust blocks				
Water		1	LS	\$1,000.00	\$1,000.00
Testing					
		1			
STREETS					
STREETS Concrete		7,450	LF	\$5.10	\$37,995.00
Concrete	) feet of curb	7,450	LF	\$5.10	\$37,995.00
Concrete Pour 7,450	) feet of curb				
Concrete Pour 7,450 Concrete		7,450	LF SF	\$5.10 \$7.40	
Concrete Pour 7,450 Concrete	0 feet of curb 50 sqft. of sidewalk				\$37,995.00 \$275,650.00 \$4,800.00

3" Asphalt	143,510	SF	\$2.50	\$358,775.00
Pave 143,510 sqft. of 3" thick asphalt				
Concrete	4	Each	\$600.00	\$2,400.00
4 ADA Ramps				
Concrete	4	LS	\$200.00	\$800.00
CBU concrete pad 8" deep by 3'				
STORM DRAINAGE				
Storm Drain	1,626	LF	\$42.75	\$69,511.50
Install 1,626 ft 15" class 3 RCP				
Storm Drain	1,060	LF	\$48.92	\$51,855.20
Install 1,060 ft 18' class 3 RCP				
Storm Drain	140	LF	\$57.00	\$7,980.00
Install 140 ft 24" class 3 RCP				
Storm Drain	1	Each	\$2,695.00	\$2,695.00
Install SDCB 201				
Storm Drain	1	Each	\$2,695.00	\$2,695.00
Install SDCB 204				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 205				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 208				
Storm Drain	1	Each	\$2,755.00	\$2,755.00
Install SDCB 209				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 211				
Storm Drain	1	Each	\$3,650.00	\$3,650.00
Install SDCB 212				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 213				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 218				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 219				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 222				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 226				
Storm Drain	1	Each	\$2,735.00	\$2,735.00
Install SDCB 227				
Storm Drain	1	Each	\$3,771.00	\$3,771.00
Install SDCB 229				
Storm Drain	1	Each	\$4,746.00	\$4,746.00
Install SD COMB 202				
Storm Drain	1	Each	\$6,038.00	\$6,038.00
Install SD COMB 203				
Storm Drain	1	Each	\$5,971.00	\$5,971.00
Install SD COMB 207				
Storm Drain	1	Each	\$4,732.00	\$4,732.00
Install SD COMB 214				
Storm Drain	1	Each	\$7,335.00	\$7,335.00
Install SD COMB 216				
Storm Drain	1	Each	\$6,950.00	\$6,950.00
Install SD COMB 221				
Storm Drain	1	Each	\$8,153.00	\$8,153.00

Install SD COMB 224				
Storm Drain	1	Each	\$6,250.00	\$6,250.00
Install SD COMB 228	1	Lacii	ψ0,230.00	ψ0,230.00
Storm Drain	1	Each	\$3,396.00	\$3,396.00
Install SDCO 206	'	Lacii	ψυ,υυυ.υυ	ψ0,000.00
Storm Drain	1	Each	\$4,270.00	\$4,270.00
Install SDCO 210		Luon	ψΨ,Σ10.00	Ψ4,270.00
Storm Drain	1	Each	\$3,892.00	\$3,892.00
Install SDCO 215			φσ,σσΞ.σσ	<del>\$0,002.00</del>
Storm Drain	1	Each	\$5,045.00	\$5,045.00
Install SDCO 217			φο,σ.σ.σσ	ψο,οιοιοο
Storm Drain	1	Each	\$3,892.00	\$3,892.00
Install SDCO 220			<del>+ - 1 </del>	+-,
Storm Drain	1	Each	\$3,892.00	\$3,892.00
Install SDCO 223			φο,σοΣ.σο	<del>+0,002.00</del>
Storm Drain	1	Each	\$4,847.00	\$4,847.00
Install SDCO 225			<b>,</b> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	+ 1,0 11100
Storm Drain	1	LS	\$2,500.00	\$2,500.00
Testing		-	, , , , , , , , , , , ,	, , , , , , , , ,
Storm Drain	13	Each	\$6,000.00	\$78,000.00
Install (13) Storm Drain Manhole (4' dia.)			, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Storm Drain	1	Each	\$7,000.00	\$7,000.00
Install (1) Storm Drain Manhole (5' dia.)				. ,
Storm Drain	1	LS	\$25,000.00	\$25,000.00
Install (1) CDS 2025-5 unit				
CONSTRUCTION MANAGEMENT/MISC.				
As Builts Mylar & Disks	1	Each		\$0.00
Construction Staking	1	LS	\$5,000.00	\$5,000.00
Testing, Cleaning, Inspections	3	LS	\$1,000.00	\$3,000.00
Street Sign	6	Each	\$100.00	\$600.00
Traffic Sign	6	Each	\$150.00	ቀሰባባ ባባ
Subdivision Monument	2	Each		\$900.00
Otro et l'elet		Lacii	\$10,000.00	
Street Light	10	Each	\$10,000.00 \$2,000.00	\$20,000.00
Street Light CBU Mailbox				\$20,000.00 \$20,000.00
	10	Each	\$2,000.00	\$900.00 \$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00
CBU Mailbox	10 6	Each Each	\$2,000.00 \$2,500.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00
CBU Mailbox Park Pavilion 14' x 16'	10 6 1	Each Each LS	\$2,000.00 \$2,500.00 \$15,000.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10'	10 6 1 1	Each Each LS LS	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2)	10 6 1 1 2	Each Each LS LS Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree	10 6 1 1 2 9	Each Each LS LS Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00 \$693.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree	10 6 1 1 2 9	Each LS LS Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00 \$693.00 \$360.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub	10 6 1 1 2 9 7 18	Each LS LS Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00 \$693.00 \$360.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub	10 6 1 1 2 9 7 18 38	Each LS LS Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00 \$693.00 \$360.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub	10 6 1 1 2 9 7 18 38 43	Each LS LS Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00 \$693.00 \$360.00 \$683.62 \$773.57 \$540.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass	10 6 1 1 2 9 7 18 38 43	Each LS LS Each Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$1,206.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Ornamental Grass	10 6 1 1 2 9 7 18 38 43 18	Each LS LS Each Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00 \$15.99	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Ornamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Ornamental Grass	10 6 1 1 2 9 7 18 38 43 18 37 51	Each LS LS Each Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00 \$15.99 \$29.49	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Ornamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Ornamental Grass Chanshare Imperial Blue Turf	10 6 1 1 2 9 7 18 38 43 18 37 51 18,246	Each LS LS Each Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00 \$15.99 \$29.49 \$0.92	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99 \$16,786.32 \$383.31
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Ornamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Ornamental Grass Chanshare Imperial Blue Turf Native Grass Mix Revegetation	10 6 1 1 2 9 7 18 38 43 18 37 51 18,246 12,777	Each LS LS Each Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00 \$15.99 \$29.49 \$0.92 \$0.03	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$360.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99 \$16,786.32 \$383.31 \$40,427.50
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Ornamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Ornamental Grass Chanshare Imperial Blue Turf Native Grass Mix Revegetation Decorative Gravel Mulch, Crushed, 1-2"	10 6 1 1 2 9 7 18 38 43 18 37 51 18,246 12,777 16,171	Each LS LS Each Each Each Each Each Each Each Each	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$30.00 \$15.99 \$29.49 \$0.92 \$0.03	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99 \$16,786.32 \$383.31 \$40,427.50 \$9,622.49
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Ornamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Ornamental Grass Chanshare Imperial Blue Turf Native Grass Mix Revegetation Decorative Gravel Mulch, Crushed, 1-2" Weed Barrier	10 6 1 1 2 9 7 18 38 43 18 37 51 18,246 12,777 16,171 33,181	Each LS LS Each Each Each Each Each Each Each SF SF	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00 \$15.99 \$29.49 \$0.92 \$0.03 \$2.50 \$0.29	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99 \$16,786.32 \$383.31 \$40,427.50 \$9,622.49 \$8,505.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Omamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Omamental Grass Chanshare Imperial Blue Turf Native Grass Mix Revegetation Decorative Gravel Mulch, Crushed, 1-2" Weed Barrier Cobble Mulch - 3-6"	10 6 1 1 2 9 7 18 38 43 18 37 51 18,246 12,777 16,171 33,181 17,010	Each LS LS Each Each Each Each Each Each Each SF SF SF	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$17.99 \$30.00 \$15.99 \$29.49 \$0.92 \$0.03 \$2.50 \$0.29 \$0.50	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99 \$16,786.32 \$383.31 \$40,427.50 \$9,622.49 \$8,505.00 \$2,000.00
CBU Mailbox Park Pavilion 14' x 16' Picknick Table 10' Pickleball Court (2) Syringa reticulata(Ivory Silk) Tree Picea pungens(Colorado Spruce) Tree Gaura lindheimeri(Whirling Butterflies) Shrub Peroskia atriplicifolia(Russian Sage) Shrub Rhus aromatica(Grow Low Sumac) Shrub Calamagrostis x acutifolia(Karl Foerster) Ornamental Grass Miscanthus sinensis(Gracillimus) Omamental Grass Pennisetum alopecuroides(Dwarf Fountain Grass) Omamental Grass Chanshare Imperial Blue Turf Native Grass Mix Revegetation Decorative Gravel Mulch, Crushed, 1-2" Weed Barrier Cobble Mulch - 3-6" Edging	10 6 1 1 2 9 7 18 38 43 18 37 51 18,246 12,777 16,171 33,181 17,010	Each LS LS Each Each Each Each Each Each Each SF SF SF SF LF	\$2,000.00 \$2,500.00 \$15,000.00 \$1,600.00 \$25,000.00 \$134.00 \$99.00 \$20.00 \$17.99 \$30.00 \$15.99 \$29.49 \$0.92 \$0.03 \$2.50 \$0.29	\$20,000.00 \$20,000.00 \$15,000.00 \$15,000.00 \$1,600.00 \$50,000.00 \$693.00 \$693.00 \$683.62 \$773.57 \$540.00 \$591.63 \$1,503.99 \$16,786.32

Ground Cover - Install 33,181 Sqft of weed barrier	1	LS	\$1,519.81	\$1,519.81
Install (1) Fire Hydrant	1	LS	\$5,400.00	\$5,400.00
(UDOT) Flow Fill - 200 Cu. Yd. @ \$177 per Cu. Yd.	200	CY	\$177.00	\$35,400.00
Detention Pond Liner				
Sq. FT. 40 mil SS HDPE Liner Smooth* @ \$ .35 = 13,776.00	39,360	SF	\$0.35	\$13,776.00
19.7 ft x 999 ft 19,680 SF/Roll 2 Rolls(Black both sides)				
Install (1) Freight Allowance on Liner	1	LS	\$4,500.00	\$4,500.00
Install (5) Rolls 10oz Non-Woven Fabric	5	Each	\$890.00	\$4,450.00
15'x300' 4,500SF/Roll 22,500 SF				
Install (1) Freight on Fabric Allowance	1	Each	\$900.00	\$900.00
Labor Install Liner	1	LS	\$15,900.00	\$15,900.00
Approx 30,400 sq. ft.				
Labor Install Fabric	1	LS	\$3,900.00	\$3,900.00
Approx 19,200 sq. ft.				
Mobilization	1	LS	\$1,900.00	\$1,900.00

Improvement Completion Assurance \$3,905,668.87

Improvement Warranty

\$390,566.89

TOTAL \$4,296,235.76

Recording Fees				
Plat (Base)	1	1.00	\$60.00	\$ 60.00
			Subtotal	\$ 60.00

Subtotal

**Total Fees** \$60.00

Total Bond & Fees \$4,296,295.76

### Letter to City Staff & Council

In anticipation of meeting with the city council on July 5, 2023, this letter provides verification that all matters regarding Goldcrest's pending application have been satisfied. In particular, the following last items that staff raised after our June 1st submittal have been resolved as follow:

Staff Comment No. 1: Please provide a copy of the UDOT review and/or approval letter (CAP – Conditional Access Permit Letter).

 We understand that while there has been some interest in re-examining the access permitted by UDOT, this issue was fully studied by UDOT and us during the preliminary plat process. As you know, This is a UDOT owned road and the access points are all managed and controlled by UDOT.

Staff Comment No. 2: Provide the design for the rock wall by IGES for review and inspector to verify prior to wall installation.

2. Design was completed and provided to Todd Freeman. No further comments were received.

Staff Comment No. 3: Ensure that the 100-year overflow path follows the drainage easement as stated in the review comments from Ensign Engineering.

3. A meeting between Todd Freeman and Brent Morgan(Ensign Engineer) was coordinated and after a further review of our 100-year overflow path was conducted and determined compliant. We received no further comments.

Staff Comment No. 4: The stormwater maintenance plan needs to be submitted, reviewed, and approved.

4. The stormwater maintenance plan was submitted. No further comments were received. Goldcrest's general counsel, Jeff Walker, has reached out to Steve Brooks to confirm that this written plan adequately protects the city's right to inspect and assure compliance with local and state laws by the HOA.

Staff Comment No. 5: The engineer's estimate appears to be missing SSMH 121, 122, 123 and 124. SSMH 101 is not found on the plans.

5. This was addressed and resubmitted, no further comments were received.

As demonstrated above, Goldcrest's submittals have complied with all of the city comments. Accordingly, we feel that this is a complete and compliant application. We have and will continue to be available to receive and review any comments. Thank you for your time and consideration.

Best Regards, Goldcrest Homes







### **Variance Request Form**



INTERNAL UDOT USE ONLY							
<b>OLP Application ID No:</b>		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.

or your responses must be	e included in the spaces provided below. Simply stati	ing see attached is consider	red insufficient information.								
PROPER	RTY OWNER INFORMATION	APPLICANT INFORMATION									
Name:	MOVU LLC	Name:	Brooke Anderson								
Mailing Address:  City, State, Zip:  Email:  Phone:  Proposed Acc  Physical Address:  State Route ID:  Latitude (decimal degrees)  Access Width:  PRE-APPLICATION COORDINA  Has a pre-application coordination meeting been held with the a		Mailing Address:	9730 South 700 East								
Mailing Address:  City, State, Zip:  Email:  Phone:  PROPOSED ACCES  Physical Address:  State Route ID:  SR-60  Latitude (decimal degrees)  Access Width:  PRE-APPLICATION COORDINAT		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 COORDINAT	ION MEETING INFOR	RMATION								
Has a pre-application	coordination meeting been held with the app	propriate Region?									
Yes: Meeting I	Date: Feburary 1 2022 No:										
	VARIANCE REQU	EST OVERVIEW									
Describe why this var	iance is being requested:										
and 300 feet north	cess along 1050 West (SR 60) is loc h of Ritter Drive. There are several spacing to Ritter Drive does not me access.	single-family drivew	ays within 350 feet of the								

### **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:

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.

### **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.

Applicant Name (Printed):	Owner Name (Printed):
Sign Name:	Sign Name:
Date:	Date:

## INTERNAL UDOT USE ONLY

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)(b), the Department shall not approve variances that, in the Department's

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

Such stipulations and requirements shall be stated in the approved permit. 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. Pursuant to Utah Administrative Code R930-6-9(2)(e), an approved access or encroachment permit may stipulate conditions and terms for

### Basis for recommendation: Name (Printed): REGION PERMITTING OPERATIONS OFFICE RECOMMENDATION RECOMMENDED FOR: REGION ENGINEER FINAL DETERMINATION Sign Name: **APPROVAL** Date: DENIAL

Name (Printed):

Sign Name:

Date:

**APPROVED** 

DENIED





LANDSCAPE ARCHITECTURE & LAND PLANNING

1375 E. PERRYS HOLLOW ROAD SALT LAKE CITY, UTAH 84103 PH/TXT/MO 8 0 1 . 554 . 6146 SCOTT@STBDESIGNLLC.COM



ISSUE DESCRIPTION DATE

# REV. DESCRIPTION DAT

This drawing, as an instrument professional service, is the property SCOTT THOMAS BLAKE DESIG LL.C. and shall not be used, in who or part, for any other project with written permission. Copyright © 20

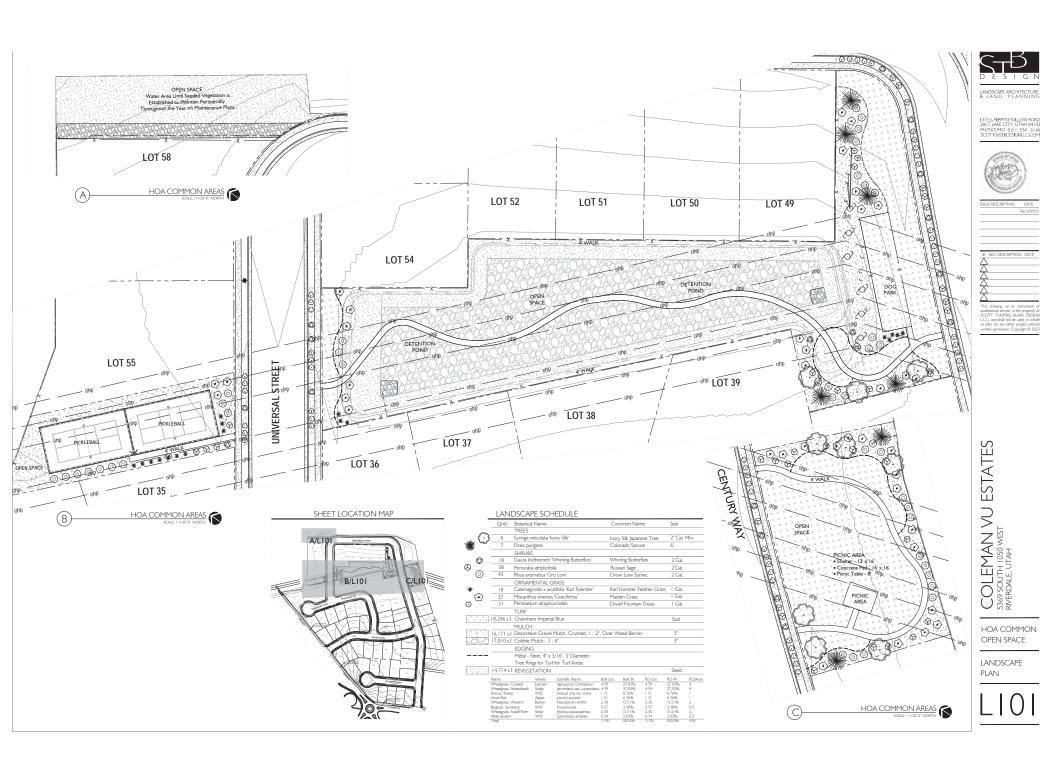
COLEMAN VU ESTATES 5369 SOUTH 1050 WEST RIVERDALE, UTAH

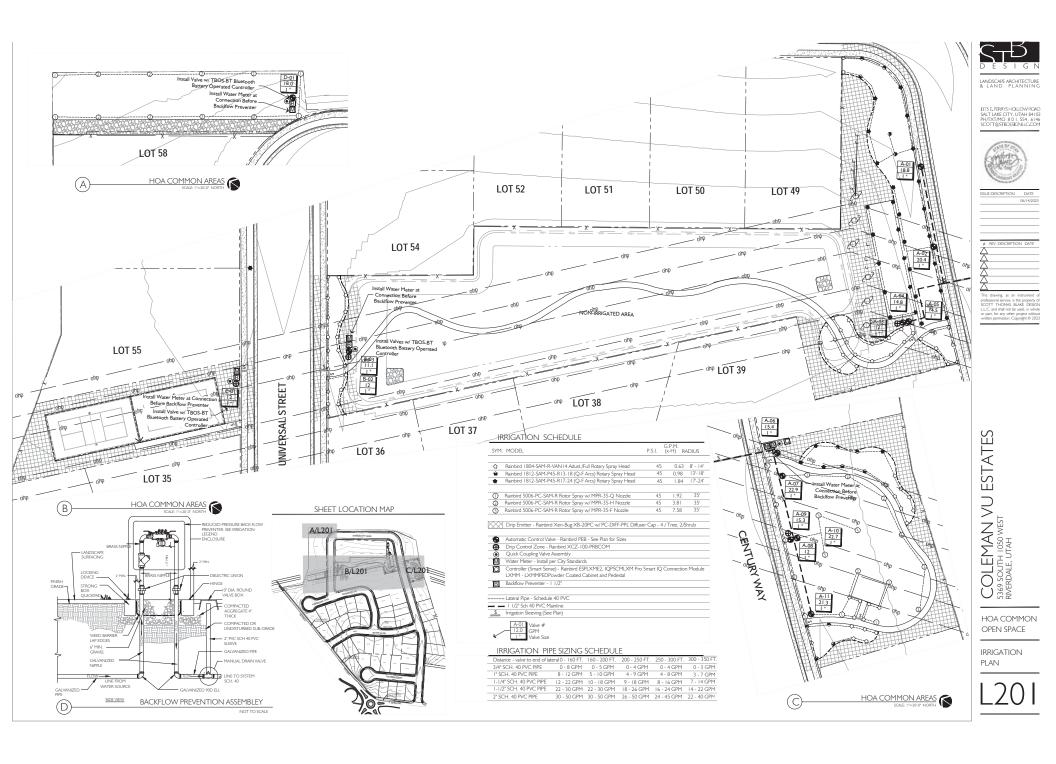
> HOA COMMON OPEN SPACE

STAMPED CONC.

PLAN

\_100







### **COLEMAN VU ESTATES**

### 5368 SOUTH 1050 WEST RIVERDALE, UTAH



### INDEX OF DRAWINGS

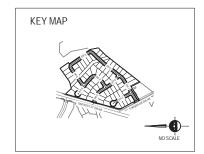
INDEX OF	DRAWINGS		
1-1	PHASE 1 SUBDIVISION PLAT	PP-0	PLAN AND PROFILE KEY MAP
1-1	PHASE 2 SUBDIVISION PLAT	PP-1	PLAN AND PROFILE CENTURY WAY
1-2	PHASE 3 SUBDIVISION PLAT	PP-2	PLAN AND PROFILE CENTURY WAY
2-2	PHASE 3 SUBDIVISION PLAT	PP-3	PLAN AND PROFILE CENTURY WAY / SEARCHLIGHT DRIVE
C-001	GENERAL NOTES	PP-4	PLAN AND PROFILE UNIVERSAL STREET
C-100	DEMOLITION PLAN	PP-5	PLAN AND PROFILE MOTOR VU DRIVE
C-200	SITE PLAN	PP-6	PLAN AND PROFILE MOTOR VU DRIVE
C-300	GRADING AND DRAINAGE PLAN	PP-7	PLAN AND PROFILE COLUMBIA COURT
C-400	UTILITY PLAN	PP-8	PLAN AND PROFILE PARAMOUNT COVE / PARAMOUNT DRIVE
C-500	EROSION CONTROL PLAN	PP-9	PLAN AND PROFILE PARAMOUNT DRIVE
		C-600	DETAILS

### NOTICE TO CONTRACTOR

CONTRACTOR FURTHER AGREES TO ASSIME SOLE AND COMPLETE RESPONSIBILITY FOR JOB STIE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, DISCUSSED SHETTED OF ALL PERSONS AND PROPERTY. THAT THIS RECORDANT SHALL OF APPLY CONTRIBUCATED AND LOT SEE LIBITED TO MORROAL MORROAD HOUSE, AND THAT THE CONTRIBUTION SHALL DOTTON, DECEMBER AND THE CONTRIBUTION SHALL DOTTON, DECE

### NOTICE TO DEVELOPER/ CONTRACTOR

THE CONTRACTOR IS SPECEFULLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UILLIES AS SKOWN ON THESE PLANS IS MASED ON RECORDS OF THE WOODLD UITLITY COMPANIES AND WHERE PLOSSIBLE MISCOSERIANTS INSERT IN THE TENT OF THE PROMISSION SHOWS THE FALLED ON AS STREET, COTT OF CONFIDENT THE RECORDS TRACT THE LOCATIONS OF UITLIES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL DESTING UITLIES WHICH CONFIDENT THE PROPRISED MROVARDINGS SHOWN ON THE TENT OF THE PROPRISED MROVARDINGS SHOWN ON THE CONTRACTOR TO RELOCATE.





### **GENERAL NOTES**

- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTR BENCHMARK ELEVATION - WEST CORNER SECTION 18. TSN. RZW SALT LAKE BASE & MERIDIAN. ELEV. - 4390.4

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

RICHEIELD

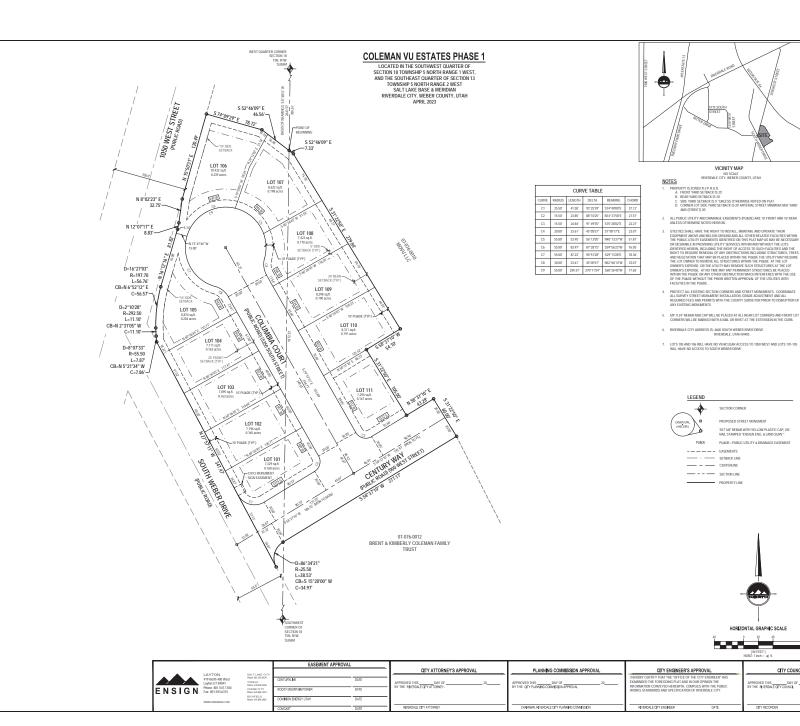
### WWW.ENSIGNENG.COM

**COLEMAN VU ESTATES** 

5368 SOUTH 1050 WEST RIVERDALE, UTAH



COVER



### SURVEYOR'S CERTIFICATE

The purpose of this plat is to divide the land into lots and streets

### BOUNDARY DESCRIPTION

thence southwesterly 38.53 feet along the arc of a 25.50-foot radius curve to the left (center bears South 31°22'50° East and the ears South 15°20'00° West 34.97 feet with a central angle of 86°34'21°) to the northerly Right-of-Way line of South Weber Driv thence North 27"57"11" West 347.47 feet along said Northerly Right-of-Way Line to the easterly Right-of-Way Line of 1050 Wes

hence along wall Earling Right of May Line the Maning second [7] carriers.

[7] if with resolution of part of large large or of 2000 of rather cover to the right [control bears has the 27 st 67 Leat and the control large l

thence South 74"09'29" East 78.72 feet; thence South 52"46'09" East 46.56 feet to the Point of Beginning.

ontains 132,190 Square Feet or 3,035 Acres and 11 Lots.

### OWNER'S DEDICATION

### **COLEMAN VU ESTATES PHASE 1**

INDIVIDUAL ACKNOWLEDGMENT

MY COMMISSION EXPIRES:		
	RESIDING IN	
NOTARY PUBLIC		

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

A.D., 20

the undersigned Notary public, in and for said County of in said State
sworn, acknowledged to me that HeiShelThey signed the Owner's Dedication, in number, freely and

of Limited Liability Company and that HerShe signed the Owner's Dedication freely and voluntarity for and in behalf of said Limited Liabilit Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

**COLEMAN VU ESTATES PHASE 1** 

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18 TOWNSHIP S NORTH RANGE 1 WEST AND THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 5 NORTH RANGE 2 WEST SALT LAKE RASE & MERIDIAN RIVERDALE CITY, WEBER COUNTY, UTAH

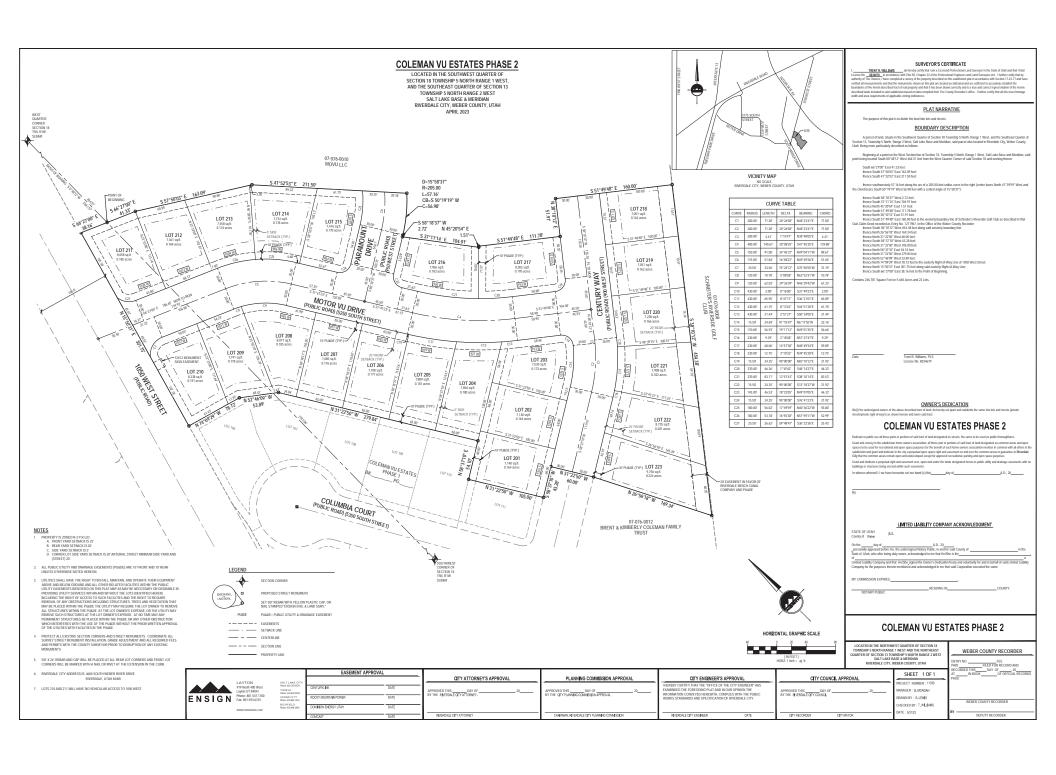
HORIZONTAL GRAPHIC SCALE

APPROVED THIS \_\_\_\_\_\_ DAY O BY THE RIVERDALE CITY COUNCIL

CITY COUNCIL APPROVAL

WEBER COUNTY RECORDER SHEET 1 OF 1

IANAGER : B. MORGAN RAWN BY: S. LEWIS HECKED BY : T. WILLIAMS DATE: 5/31/23



### **COLEMAN VU ESTATES PHASE 3**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 5 NORTH RANGE 1 WEST AND THE SOUTHEAST QUARTER OF SECTION 13 SALT LAKE BASE & MERIDIAN RIVERDALE CITY, WEBER COUNTY, UTAH APRIL 2023



	CURVE TABLE CURVE TABLE								CUR	VE TABLE								
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD		CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	2000.00"	244.35	7"00'00"	S41'40'12'W	244.19		C14	15.50"	19.28'	71"16'34"	S89"33'31"E	18.06'	C27	205.00'	9.95	2"46'50"	N39"33"37"E	9.95
C2	65.00	90.42	79"42'00"	N5°19'12'E	83.30'		C15	30.00	8.85	16"54'40"	S45"27"54"E	8.82"	C28	95.00"	39.42	23"46'27"	N26"16'59"E	39.14
C3	45.00	71.21'	90"40'00"	N79°51'48'W	64.01"		C16	30.00	19.40'	37"03'26"	S18*28'51'E	19.07	C29	95.00"	55.42	33"25'21"	N2"18"55"W	54.63
C4	380.00'	44.58'	6"43"18"	N50°33'35'W	44.55		C17	55.00"	62.45	65*03'23*	N32"28'50'W	59.15'	C30	95.00"	46.71	28"10'20"	N33"06'46"W	46.24
C5	65.00	96.85	85"22'08"	N4°30′52′W	88.13'		C18	55.00"	95.18'	99"08'58"	S65°25'00'W	83.74'	C31	410.00"	48.10	6"43'18"	N50°33'35"W	48.07
C6	175.00	9.67	3"10'03"	N39"45"13"E	9.67		C19	55.00"	93.41	97*18'43"	S32"48"51"E	82.58'	C32	15.50	29.41'	108"43"26"	S0°26'29'W	25.19
C7	1970.00	4.20	0°07'19"	S38*13'52'W	4.20		C20	55.00"	6.73	7"00'39"	S84"58'32"E	6.73	C33	15.00	23.74	90"40'00"	N79°51'48'W	21.34
C8	1970.00	158.06"	4"35'50"	S40°35'26'W	158.02		C21	30.00	18.10'	34"33'37"	N71*12'02'W	17.82'	C34	35.00"	48.69	79"42'00"	N5"1912"E	44.85
C9	1970.00	75.00'	2"10'53"	S43°58'48'W	75.00'		C22	350.00"	20.35	3*1955*	N52*15'16'W	20.35	C35	2030.00'	141.33	3"59'20"	S43*10'32'W	141.30'
C10	1970.00	3.41'	0"05'58"	S45°07'13'W	3.41"		C23	350.00'	20.71'	3"23'23"	N48°53'37"W	20.70	C36	2030.00'	73.86	2"05'05"	S40*08'20"W	73.85
C11	95.00	132.15	79"42'00"	N5*1912'E	121.75		C24	35.00	52.15	85"22'08"	N4*3052*W	47.46	C37	2030.00'	32.82	0"55'35"	S38*38'00'W	32.82
C12	75.00'	53.27	40"41"55"	N54*5Z45'W	52.16'		C25	145.00'	4.44	1"45'20"	N3910252'E	4.44	C38	65.00"	76.27	67"13'59"	S83*09'25"W	71.97
C13	75.00'	65.41"	49"58'05"	S79"47"15"W	63.35'		C26	205.00'	62.11'	17"21'35"	N49"37'50'E	61.87	C39	55.00"	257.77	268"31'42"	S45*47'00'W	78.77



VICINITY MAP

### NOTES

- NULES

  1. PROPERTY IS ZONED R. 3 P.R. U.

  A. FROM'T VAND SETEMACK G. 2º

  C. SOR VAND SETEMACK B. O' TUMES SO THE RIVES NOTED

  D. CORRECT ROT SIRE VAND SETEMACK B. 2º ARTERIAL STREET MINIMAM SIDE VARD

  AND (STREET) 20°.
- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PUBDE) ARE 10' FRONT AND 10' REAR UNLESS OTHERMISE NOTED HEREON.
- JURIES SO OHE MODE NOTO BERGO I.

  JURIES SOUND THE BROOT TO RECALL, MANTARI, AND OPERATE THE RECOMMENT ABOVE AND BROOK GROUPE AND ALL OTHER BELLED FACILITIES WHITH THE PRICE PLURIFY ARRANGEMENT AND THE ARRANGEMENT ARRANGEMENT OF HEART AND ALL OTHER HEALTH OF ALL THE PRICE PLURISHED THE ARRANGEMENT OF HEALTH ARRANGEMENT OF HEALTH
- PROTECT ALL EXISTING SECTION CORNERS AND STREET MONUMENTS. COORDINATE
  ALL SURVEY STREET MONUMENT INSTALLATION, GRADE ADJUSTMENT AND ALL
  REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION
  OF ANY EXISTENCE MONUMENT.
- RIVERDALE CITY ADDRESS IS: 4600 SOUTH WEBER RIVER DRIVE
   RIVERDALE, UTAH 84405

### IRRIGATION EASEMENT

Beginning at a point on the Easterly Right of Way line of 1050 West Street, said point being located South 00°4871° West 242.32 feet along the Section Line and East 20.62 feet from the West Cleante Corner of Section 18, Township 5 North, Range 1 West, Sait Lake Base and Mortdian; and running

Comer of section 1.1 Framely Sharin Respo 1 Work, Sall Lake Shar and Merdian and covering here: New 1 Visit 12 and 3.2 bits of advanced all Landing Right of Way Line three Sharin SWIPT Lake 3.1 bits 1. bi

Contains 9,212 Square Feet or 0.211 Acres

### SURVEYOR'S CERTIFICATE

The purpose of this plat is to divide the land into lots and streets.

BOUNDARY DESCRIPTION

A parcel of band, shade in the Southeest Quarter of Socions 19 Towards 9 North, Range 1 West, and the Southeest Quarter of Socions 19 Towards 9 North, Range 1 West, and the Southeest Quarter of Socions 19, Romandy 5 North, Range 1 West, and the Southeest Quarter of Socions 19, Romandy 6 North Research (Socions). Use this group comparationly discreded as follows.

(1) South 43"43"36" East 137.44 feet; (2) North 74"48'06" East 119.99 feet; (3) North 54"48'12" East 276.58 feet to the southerly right-of-way line of interstate-84;

thence along said southerly right of way line the following three (3) courses:

(1) South 35"23"14" East 170.97 feet:

thence South 11"08'48" East 143.42 feet to the westerly boundary line of Schneller's Riverside Golf Club as described in that latin Deed recorded as Entry No. 1271967, in the Office of the Weber County Recorder;

thence along said westerly boundary line the following two (2) courses:

thence North 51" 49" 48" West 160.00 feet; thence South 38" 10"12" West 51.91 feet; thence North 51" 49" 48" West 111.78 feet; thence South 45" 20"54" West 15.11 feet; thence North 58" 18"37" East 2.72 feet; thence North 58" 18"37" East 2.72 feet;

thence North 41"52"53" West 211.50 feet:

Contains 464,786 Square Feet or 10.670 Acres, 34 Lots and 4 Open Space Parcels.

### OWNER'S DEDICATION

### **COLEMAN VU ESTATES PHASE 3**

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfores Cast and clamy by the subdistant here ones resolution is the long per operation of the long per operation is considered and subdistant here ones are adverted in the long per operation in the long per operation is long per operation in the long per operation in the long per operation is long per operation in long per

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH |S.S.

of Limited Liability Company and that Hei'She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC RESIDING IN\_\_\_\_\_

### **COLEMAN VU ESTATES PHASE 3**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18 TOWNSHIP S NORTH RANGE 1 WEST AND THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP S NORTH RANGE 2 WEST SALT LAKE RASE & MERIDIAN RIVERDALE CIT, WEBER COUNTY, UTAH

CITY COUNCIL APPROVAL

APPROVED THIS \_\_\_\_\_\_DAY OF BY THE RIVERDALE CITY COUNCIL.

QTY RECORDER

SHEET 1 OF 2

MANAGER: B. MORGAN RAWN BY: S. LEWIS

HECKED BY : T. WILLIAMS DATE: 5/31/23

WEBER COUNTY RECORDER

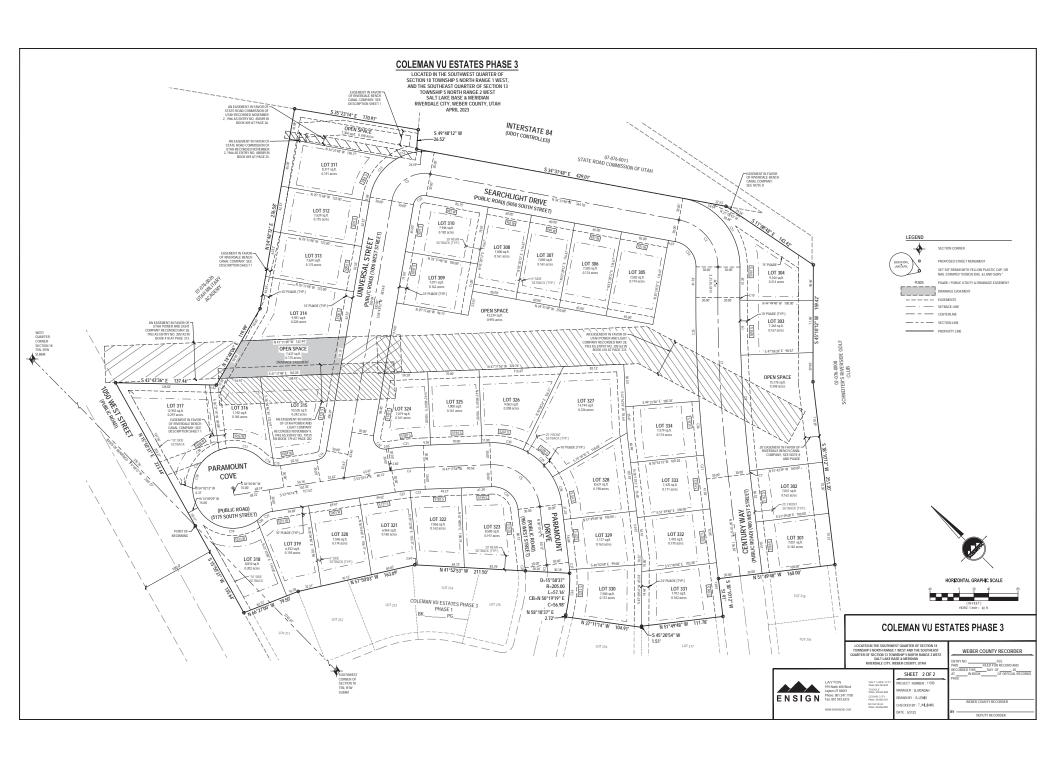
WERER COUNTY RECORDER



	EASEMENT APPROVAL		
LAKE CITY			
901.255.0529 ELE 425.962.2590	CENTURYLINK	DATE	
IR CITY ESSESSES ESSESSES	ROCKY MOUNTAIN POWER	DATE	
E15.896.2982	DOMINION ENERGY UTAH	DATE	
	COMCAST	DATE	

CITY ATTORNEY'S APPROVAL		
APPROVED THIS DAY OF 20 BY THE RIVERDALE CITY ATTORNEY.	١	
RIVERDALE CITY ATTORNEY	1	

PLANNING COMMISSION APPROVAL	CITY ENGINEER'S APPROVAL		
PPROVED THIS DAY OF	HEREBY CERTIFY THAT THE "OFFICE OF THE CITY ENGINEER EXAMINED THE FORECOING PLAT AND IN OUR OPINION." IN INFORMATION CONVEYED HEREWITH, COMPLESS WITH THE PI WORKS STANDARDS AND SPECIFICATION OF RIVERDALE CITY		
CHAIRWAN, RIVERDALE CITY PLANNING COVINISSION	REVERDALE CITY ENGINEER DATE		



### GENERAL NOTES

- ALL CONSTRUCTION MUST DIVERNALE CITY, APMA (C) LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO.

  IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT. FOR THIS PROJECT. ALL GRAU INCLIDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TENCH EXCAVATIONBACKFIL GRUBBING, AND FOOTINGS MUST SEC CORDINATED DIRECTLY WITH SOILS REPORT.
- 3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO RIVERDIALE CITY STANDARDS. WET DOWN DR MATERIALS AND RUBBISH TO PREVENT BLOWING.
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES
- 8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- 11. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL LITELITY COMPANY RECORDS. IT SHALL BE THE CONTRACTIONS FOR ELLA RESPONSE UPON TO CONTRACT THE VARIOUS DITLITY COMPANES TO LOCALET THERE FACILITIES PROPRE OF PROCEEDING WITH CONTRIGUENT ON ADDICATIONAL COMPRESATION SHALL BE PAID TO THE CONTRACTION FOR DAMAGE AND RESPAR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL SHART BISTALLITIONS ALT DOP POINT OF ALL BEGOANTY CHILD THESE AND THE PROPERTY OF THE PROPER
- 12. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTBY THE ENGINEER F ANY DISCREPANCIES EXIST, FROM TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY FALM OR GRADE CHANGES, NO EXTRA COMPENSATION SHALL BE PAID THE ECONOMISMOR HAWING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCREPANCE OF THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCREPANCE OF THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCREPANCE OF THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCREPANCE OF THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCREPANCE OF THE DIMENSIONS OF THE DIME
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- 14. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- THE DESIGNATION OF THE STATE OF
- THATE BELOW IS SEQUENTED TO LOCATE AND POINT. ALL EXPENSION THAT HAS SIGN IN REQUESTALLY AN UNDIFFICALLY CONTINUED. IN SECURISHING THE SECRET AND THE SECRET
- F THE CONTRACTOR HALE TO FALLOW THE ABSOLUTE REQUIREMENT AND CONTRACTS AND CONTRACTOR THE CONTRA

- 17. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SANGUT TO A CLEAN, SMOOTH EDGE.
- 20. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY
- 21. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- 22. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- 23. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIE UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY ACENCY'S STANDARD SPECIFICATIO RE-TESTING AND/OR RE-INSPECTION SHALL BE FAND FOR BY THE CONTRACTOR.
- 24. E DISTING REPROVERENTS NEED TO BE DISTURBED AND/DRIFFUNDED TO THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED THE HESE FARS. THE CONTRACTOR SHE BE REPROSEDE FOR PROTECTING DESIGNA APPROVEMENTS FORM DAMAGE. COST OF REPLACANOE REPROFESSIONS ASSESSED AND SHE DISTURBED THE HEAD PROFESSION DESIGNATIONS SHELL BE RELIED THE HEAD PROFESSION DESIGNATIONS SHELL BE RELIED THE HEAD PROFESSION DESIGNATION SHELL BE RELIED THE HEAD PROFESSION DESIGNATION SHELL BE RELIED THE HEAD PROFESSION SHELL BE ADDITIONAL DATE OF THE PLACEMENT. THERE WILL BE NO DISTRICTORS DUE TO THE CONTRACTOR FOR REPLACEMENT.
- WHE NEVER KEST HIST FALLETIES ARE TREATMEND AND THESE PROMETED AT THE CONTRACTOR STREETS WITH AMERICAS COURSELD BY THESE PLANS OR SPECIFICATIONS, SADE PACIFIED SSAULE BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH AMERIKAS EQUAL TO OR BETTER THAN THE MATERIAS SUBJECT TO THE APPROVAL OF THE OWNER. AND THE OWNER AND THE MATERIAS SOLID THE OWNER THE WORK OF THE OWNER AND THE SEPSICIES OF REGULATORY ASSEMBLY.
- 26. COMPRICTOR SHALL MARKETA KARA Y LYMEND ST. OF THE LASK SECRETOR SHARL MARKETA KARA SHALL MARKETA KARA SHALL MARKETA KARA SHALL MARKETA SHALL MARKETA
- 27. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARET DO BE USED.
- 30. ASPHALT MOX DESIGN MUST BE SUBMITTED AND APPROVED BY THE RIVERDALE CITY PRIOR TO THE PLACEMENT
- 31. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE.
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

### UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE REQUIREMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE: UTAH CONTRIBUTION OF THE MAD INCLEMED EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE. UTAH INNION WATER REVOLATIONS, APPAR MANIAL OF STRANDAD PLANS AND SPECIALIZINGS. THE CONTRIBUTION STRAND PROPERTY OF THE ABOVE MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE WIFE R. WI
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW 'DRY UTILITIES' WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- 2007 THE VITTIES HAVE SEED SOME OF THE PLANS BELEE OF UP, DUTS SHOWN PROPE OF COMMERCIAL ANY VISION. SHOWS A THE COMMERCIAL CORRESPONDED AND SHOW COMMERCIAL COMMERCI
- A CARE SHOULD BE TAKEN IN ALL EVEN MATIONS DUE TO BOSSIBLE EVISTENCE OF LINDECORDED LITTLITY LINES. EVEN MATION
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APMA STANDARD SPECIFICATIONS (CURR
  EDITION, SECTION 33 65 30 BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE
  MATERIALS ARE USED. NO NATIVE WHETERIALS ARE ALLOWED IN THE PIRE ZONE. THE MAXIMUM LET FOR BACKFILLING
  EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS
  BICLIDES BUT IS NOT MITTED TO VEHICLE AND EQUIPMENT STAGMAN, MAITERM, STORAGE AND LIMITS OF TRENCH
  EXCHANION. IT IS THE CONTRACTOR SEPONSIBILITY TO GUTHAN PREMISSION AND REASEMENTS ROTH THE
  APPROPRIATE COVERNING ENTITY ANDOR INDIMIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE
- 8. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING MY DAMAGE, CAUSED BY MY CONDITION INCLIDING SETTLEMENT, TO DISTRIBUTE STROM WORK PREFORMED AT OR NAME INSTRUMENTS. THE CONTRACTOR SHALL TAKE ALL MEASURES INSECREDANT OF PROTECT ALL SENSITION FEMALE AND ADMINIST REMOVING AND UNITY FACILITIES. DAMAGE TO DISTRIBUTE FACILITIES CAUSED BY THE CONTRACTOR MAST SER REPAIRED BY THE CONTRACTOR AT HIS-HER EMPENSE TO THE SATISFACTION OF CONTRACTOR MAST SERVICE.
- 9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL RIVERDALE CITY'S
- 10. ALL MANHOLES, HYDRANTS, WALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED THING GRADE PER APPLY CHIRDREN'S FORTIONS OF ANNI MEDICATION DEVALUATION. THAT CHARLE PER APPRIA CURRENT EDITION) STANDARDS AND INSPECTION REQUIREMENTS. SOURCHE IS CULLARS MINST BE CONSTRUCTED ON ALL MAMMEDES, CLEANOUR BOXES, CATCH ABOXES, AND WALVES PER APPRIA STANDARDS. ALL MANHED CATCH BASIN, OR CLEANOUR BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED ON ESALED.
- 11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- 14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE MPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRIANED SO THE MPE LAYNOR MAY TAKE PLACE IN DEWATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- 17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- 18. ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAYING.
- 19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

### TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STRIPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
- 2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLAND TEMPORARY STREET STRPING AND REMOVAL OF INTERFERING STRPING BY SANDREASTING. THE DETOURING STI PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE RIVERDALE CITY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEWICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE RIVERDALE CITY.
- 7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- 8 ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL RE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOYING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUMDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY
  TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUSSTOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

### DEMOLITION NOTES

- NATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVE AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE FACILIFIES WHEN LIMITS/FETTED LITELITIES ARE
- 1 THE CONTRACTOR SHALL BE FILLY PESCONSER FOR RICCATINE AND PROTECTING FROM DAMAGE ALL ESTINGUITLINES. AND IMPROVEMENTS WHETHER ON BOT SHOWN ON THE PLACE THAT IS THE SHAD IMPORTMENTS AND RECEIVED TO A MORPHOLY AND A SHAD IN THE BUILDING AND A CONTRACT OF THE CONTRACT AND OTHER CONTRACT AND A CONTRACT OF THE CONTROLS AND OTHER CONTRACT AND A CONTRACT OF THE CONTROL AND OTHER CONTRACT AND A CONTRACT OF THE CONTROL AND OTHER CONTROL FOR A PROTECTIVE AND A SHAD IN THE BUILDING AND A CONTRACT AND A

### GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- ONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PRO NG AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COUNSE. THE AREA SHOULD BE PROOF ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ROCOUNTERED THE CONTRACTOR SHALL REMOVE THE SOIL AND REFLACE WITH COMPACTED FILL.
- 4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN LANDSCAPED AREAS.
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAID TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS
  TRAVELING THOSE STREETS.
- THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICAL REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- 10. THE LOCATIONS OF BURBERGROUND FACULTIES SHOWN ON THESE PLANS ARE BASED ON ON SITE SURVEY. IT SHALL BE THE CONTRACTORS FULL RESPONSEBILTY DO CONTACT THE WARDOUS UTILITY COMPRISES TO LOCATE THEIR FACULTIES. PRIOR TO PROCEEDING WITH CONSTRUCTION, NO ADDITIONAL COMPRESATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND SEPARTO THESE FACULTIES CAUSED BY HIS WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN TO OF THIS PROJECT AND THE RELATED OFF-SITE WORK. SO AS TO GENERATE THE DESIRED SUBGRADE. FINISH GR SLOPES SHOWN.
- 12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL RECURRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- 14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- 15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PUR CONSCILDATION OF BACKFILL OR DUST CONTROL IS PROHIBITED. THE CONTRACTOR SHALL OBTA PERMITS FOR CONSTRUCTION WATER FROM RIVERDALE CASE.
- 16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAYS IN A CLEAN, SAFE AND USABLE CONDITION. ALL SPILLS OF SOIL, ROCX OR CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE PUBLICLY CAMBED PROPERTY DEBRIS CONSTRUCTION BUT DEPON CONTRETON OF THE PROJECT. LAL ADMICENT PROPERTY, PRIVATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

### UDOT NOTES

- ALL CONSTRUCTION WITHIN THE UDOT RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT UDOT STANDARD (INCLUDING SUPPLEMENTAL) DRAWINGS AND SPECIFICATIONS.
- THE CONTRACTOR IS TO OBTAIN AN ENCROACHMENT PERMIT FROM THE APPLICABLE UDOT REGION PERMIT OF TO COMMENCING WORK WITHIN UDOT RIGHT OF WAY, WORKING HOUR LIMITATIONS WILL BE LISTED IN THE LIM SECTION OF THE ENCROACHMENT PERMIT.
- UDOT RESERVES THE RIGHT, AT ITS OPTION, TO INSTALL A RAISED MEDIAN ISLAND OR RESTRICT THE ACCESS TO A RIGHT-IN OR RIGHT-OUT AT ANY TIME.
- OWNER, DEVELOPER, AND CONTRACTOR ARE RESPONSIBLE FOR ANY DAMAGES DIRECTLY OR INDIRECTLY WITHIN THE UDOT RIGHT-OF-WAY AS A RESULT OF DEVELOPMENT ACTIVITIES.
- OWNER, DEVELOPER, AND/OR CONTRACTOR IS REQUIRED TO HIRE AN INDEPENDENT COMPANY FOR ALL TESTING WITHIN
  THE UDOT RIGHT-OF-WAY.
- ALL SIGNS INSTALLED ON THE UDOT RIGHT-OF-WAY MUST BE HIGH INTENSITY GRADE (TYPE XI SHEETING) WITH A B3 SLIP BASE. INSTALL ALL SIGNS PER UDOT SIN SERIES STANDARD DRAWINGS.
- COMPLY WITH THE REQUIREMENTS OF UTAH CODE 17-23-14 (DISTURBED CORNERS COUNTY SURVEYOR TO BE NOTIFIED
  COORDINATION WITH CERTAIN STATE AGENCIES).

### LEGEND

GEND			
<b></b>	SECTION CORNER		EXISTING EDGE OF ASPHALT
4	EXISTING MONUMENT		PROPOSED EDGE OF ASPHALT
0	PROPOSED MONUMENT		EXISTING STRIPING
0	EXISTING REBAR AND CAP		PROPOSED STRIPING
0	SET ENSIGN REBAR AND CAP	x	EXISTING FENCE
Ö	EXISTING WATER METER	— x—	PROPOSED FENCE
8	PROPOSED WATER METER		EXISTING FLOW LINE
@	EXISTING WATER MANHOLE		PROPOSED FLOW LINE
@	PROPOSED WATER MANHOLE		GRADE BREAK
77	EXISTING WATER BOX	=	EXISTING STORM DRAIN LINE
×	EXISTING WATER VALVE	so	PROPOSED STORM DRAIN LINE
×	PROPOSED WATER VALVE	RD	ROOF DRAIN LINE
10.	EXISTING FIRE HYDRANT		CATCHMENTS
*	PROPOSED FIRE HYDRANT		HIGHWATER LINE
4	PROPOSED FIRE DEPARTMENT CONNECTION		EXISTING SANITARY SEWER
$\bar{\bowtie}$	EXISTING SECONDARY WATER VALVE	ss	PROPOSED SANITARY SEWER LINE
⋈	PROPOSED SECONDARY WATER VALVE		PROPOSED SAN. SWR. SERVICE LINE
[33]	EXISTING IRRIGATION BOX	H	EXISTING LAND DRAIN LINE
Ñ	EXISTING IRRIGATION VALVE	—п	PROPOSED LAND DRAIN LINE
×	PROPOSED IRRIGATION VALVE		PROPOSED LAND DRAIN SERVICE LINE

— — v — — EXISTING CULINARY WATER LINE

- - sv -- - EXISTING SECONDARY WATER LINE

- - ir - - EXISTING IRRIGATION LINE

— — e — — EXISTING ELECTRICAL LINE

— — ! — — EXISTING TELEPHONE LINE

— g — EXISTING GAS LINE

ACCESSIBLE ROUTE

TEMPORARY BERM

SF TEMPORARY SILT FENCE

PROPOSED CONTOURS

BUILDABLE AREA WITHIN SETBACKS

PUBLIC DRAINAGE EASEMENT

EXISTING ASPHALT TO BE REMOVED

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STRAW WATTLE

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PROPOSED ASPHALT

P. こうでです Existing CURB AND GUTTER

PROPOSED CURB AND GUTTER

CONCRETE TO BE REMOVED EXISTING CONCRETE

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EXISTING BUILDING

PROPOSED BUILDING

TRANSITION TO REVERSE PAN CURB

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PROPOSED SEC. WATER SERVICE LIN

---- PROPOSED CULINARY WATER SERVICE LINE

0 PROPOSED SANITARY SEWER MANHOLE EXISTING SANITARY CLEAN OUT 0 EXISTING STORM DRAIN CLEAN OUT BOX

EXISTING SANITARY SEWER MANHOLE

Ш EXISTING STORM DRAIN CATCH BASIN

PROPOSED STORM DRAIN CATCH BASIN ⊝≣ EXISTING STORM DRAIN COMBO BOX PROPOSED STORM DRAIN COMBO BOX

EXISTING STORM DRAIN CLEAN OUT EXISTING STORM DRAIN CULVERT

PROPOSED STORM DRAIN CULVERT TEMPORARY SAG INLET PROTECTION

mmC Φ. ROOF DRAIN

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TEMPORARY IN LINE INLET PROTECTION EXISTING ELECTRICAL MANHOLE Œ EXISTING ELECTRICAL BOX

EXISTING TRANSFORMER B EXISTING UTILITY POLE EXISTING LIGHT ppoposen light

Ñ EXISTING GAS VALVE 0 EXISTING TELEPHONE MANHOLE

EXISTING TELEPHONE BOX 1 EXISTING TRAFFIC SIGNAL BOX 30 EXISTING CABLE BOX

EXISTING SIGN PROPOSED SIGN

EXISTING SPOT ELEVATION PROPOSED SPOT ELEVATION EXISTING FLOW DIRECTION

63 EXISTING TREE DENSE VEGETATION

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET

### ABBREV

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NA	AMERICAN PUBLIC WORKS ASSOCIATION	EXIST	EXISTING
	ACCESSIBLE ROUTE	FF	FINISH FLOOR
IM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	FG	FINISH GRADE
WA	AMERICAN WATER WORKS ASSOCIATION	FH	FIRE HYDRANT
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	BEGIN VERTICAL CURVE	GB	GRADE BREAK
	CURVE	GF	GARAGE FLOOR
	CATCH BASIN	GV	GATE VALVE
	CURB FACE OR CUBIC FEET	HC	HANDICAP
	CLEAN OUT	HP	HIGH POINT
WM	COMMUNICATION	IRR	IRRIGATION
NC	CONCRETE	K	RATE OF VERTICAL CUR
NT	CONTINUOUS	LD	LAND DRAIN
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LAYTON Phone: 801 547 1100 TOOFLE Phone: 435.843.3590 CEDAR CITY Phone: 435 865 1453

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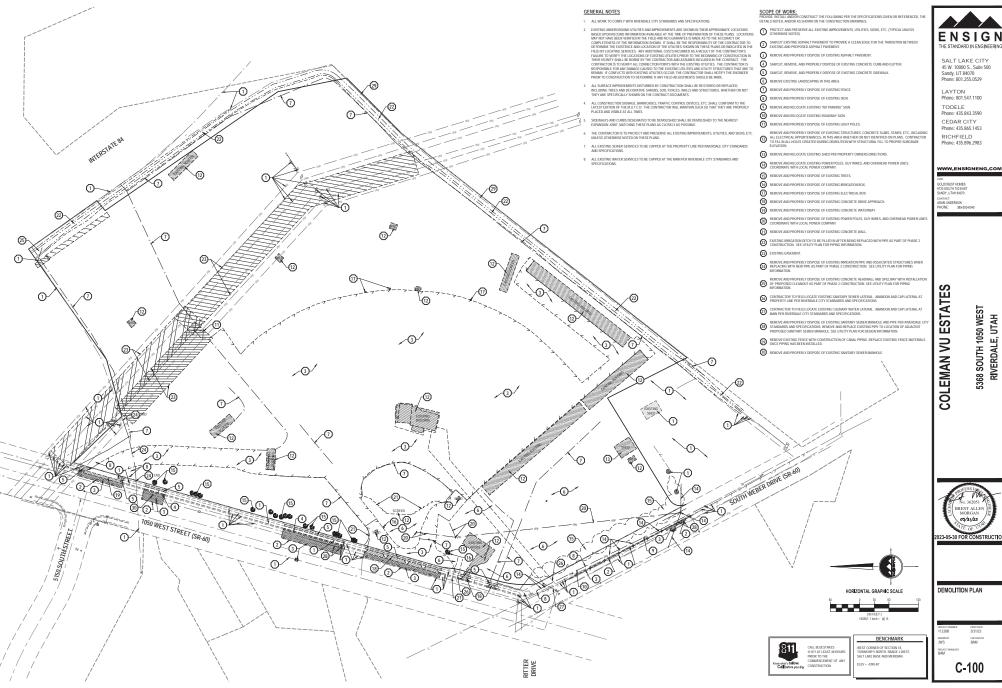
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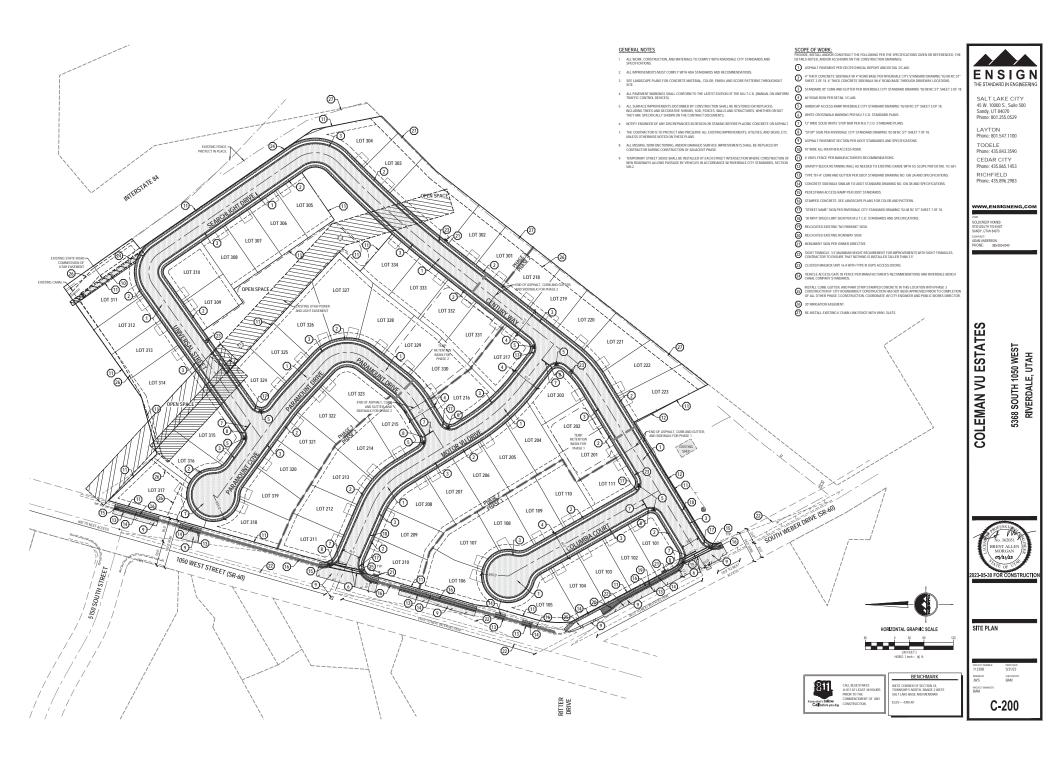
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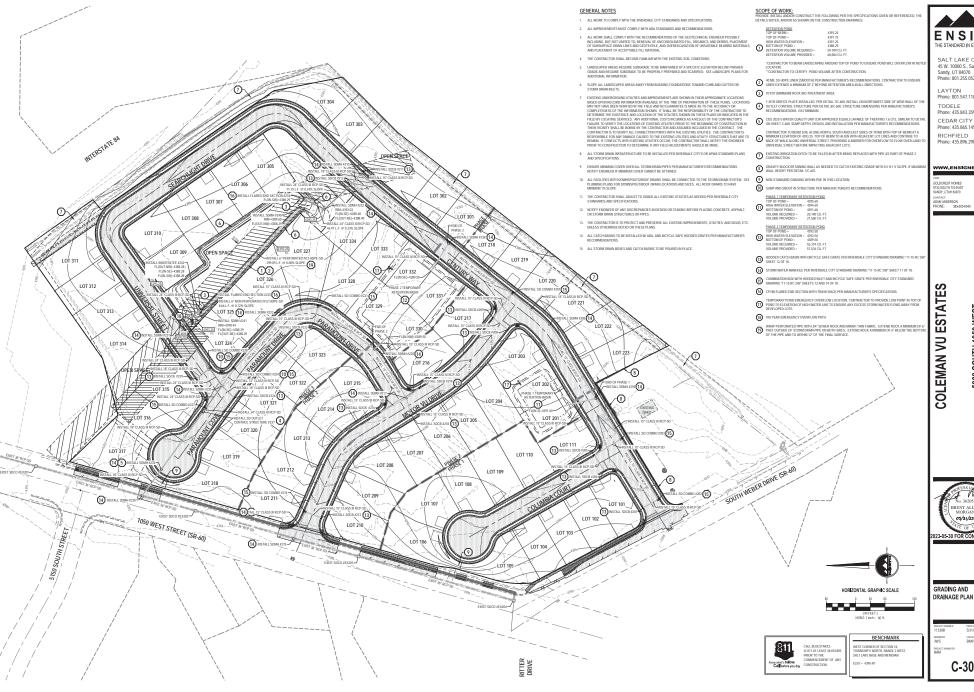
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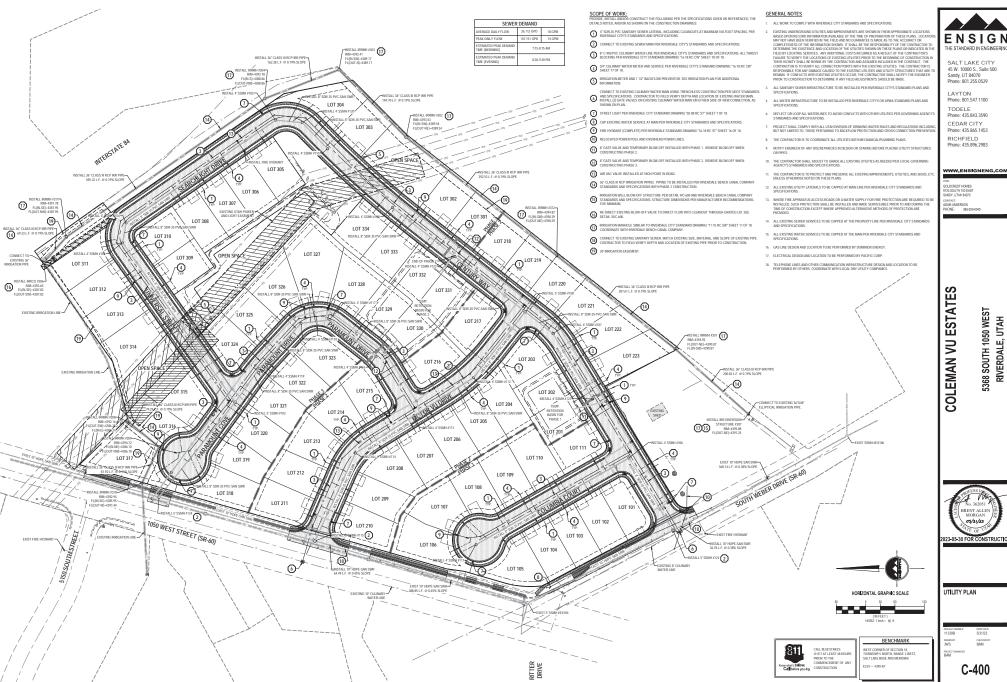
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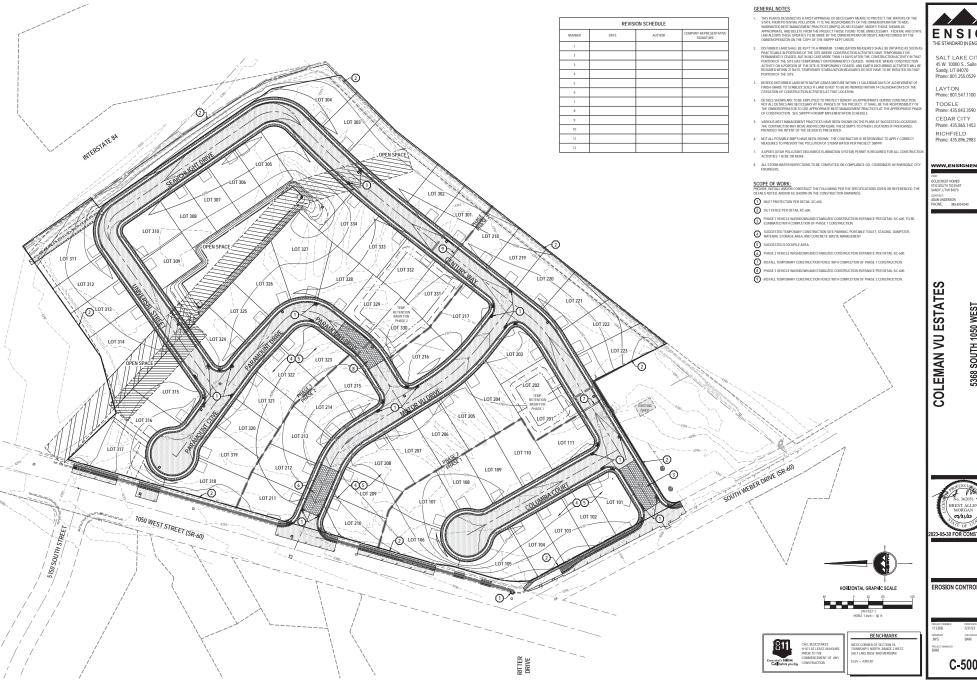
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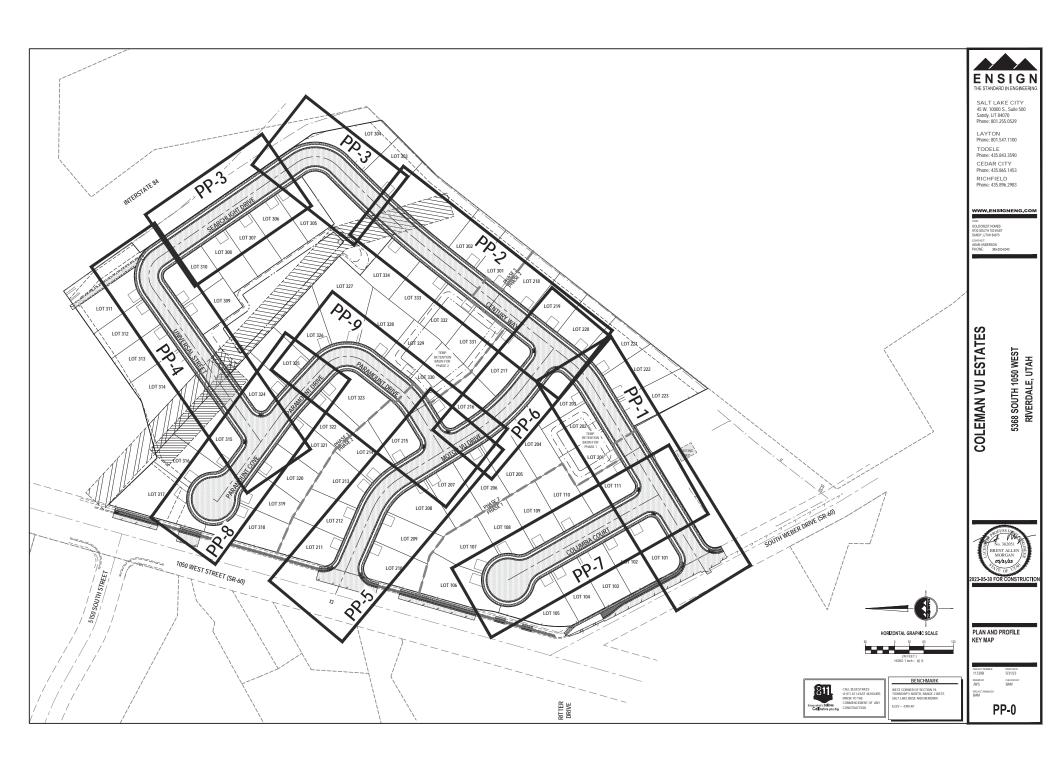
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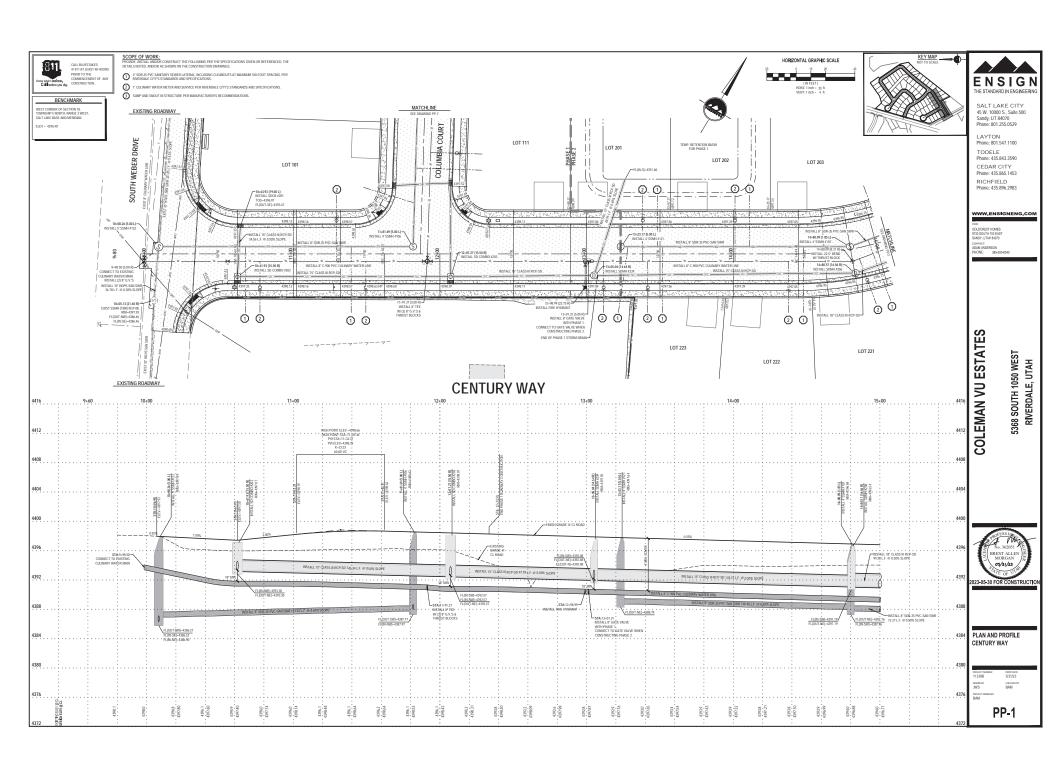
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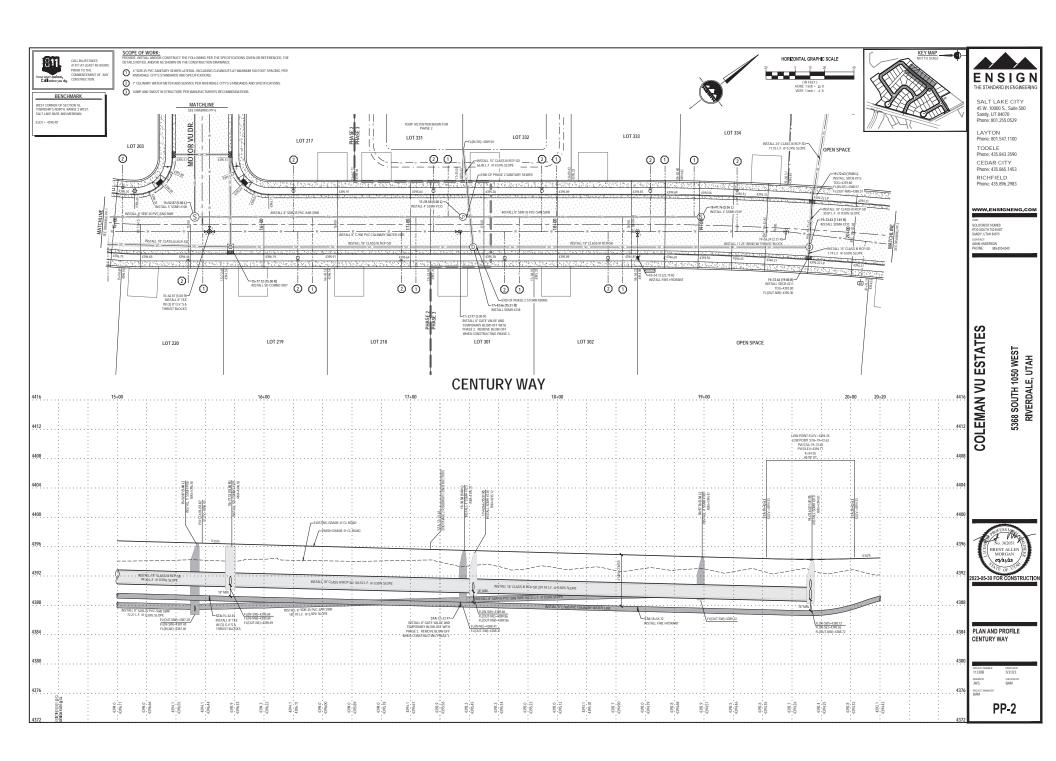
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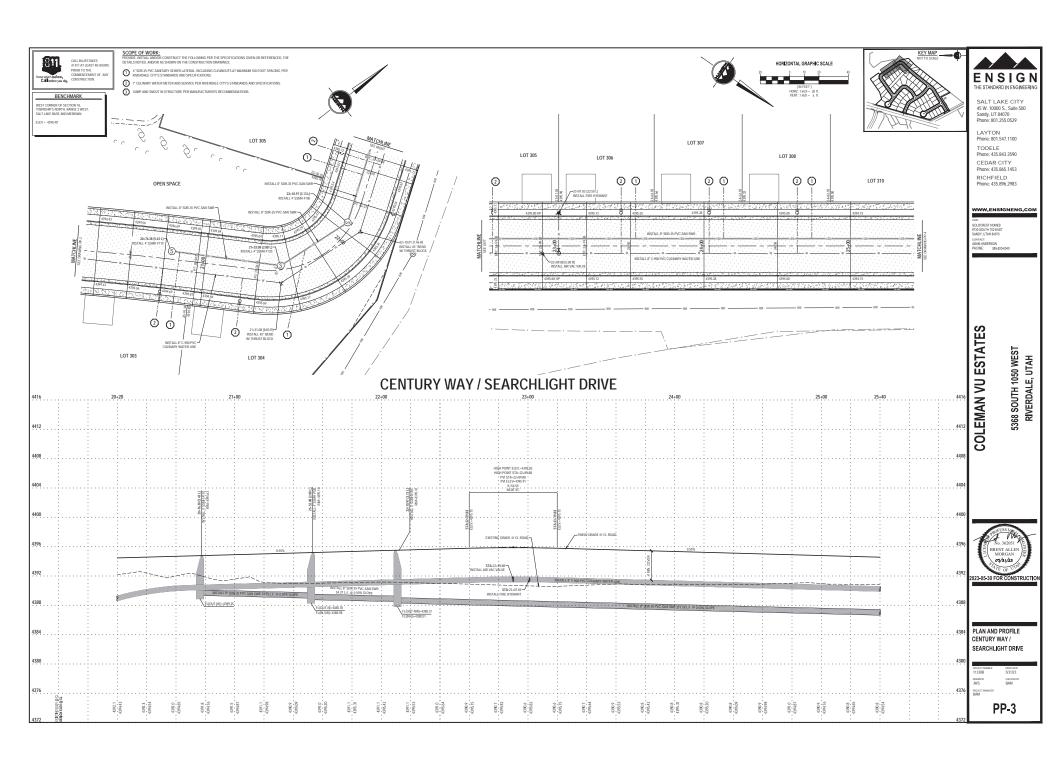
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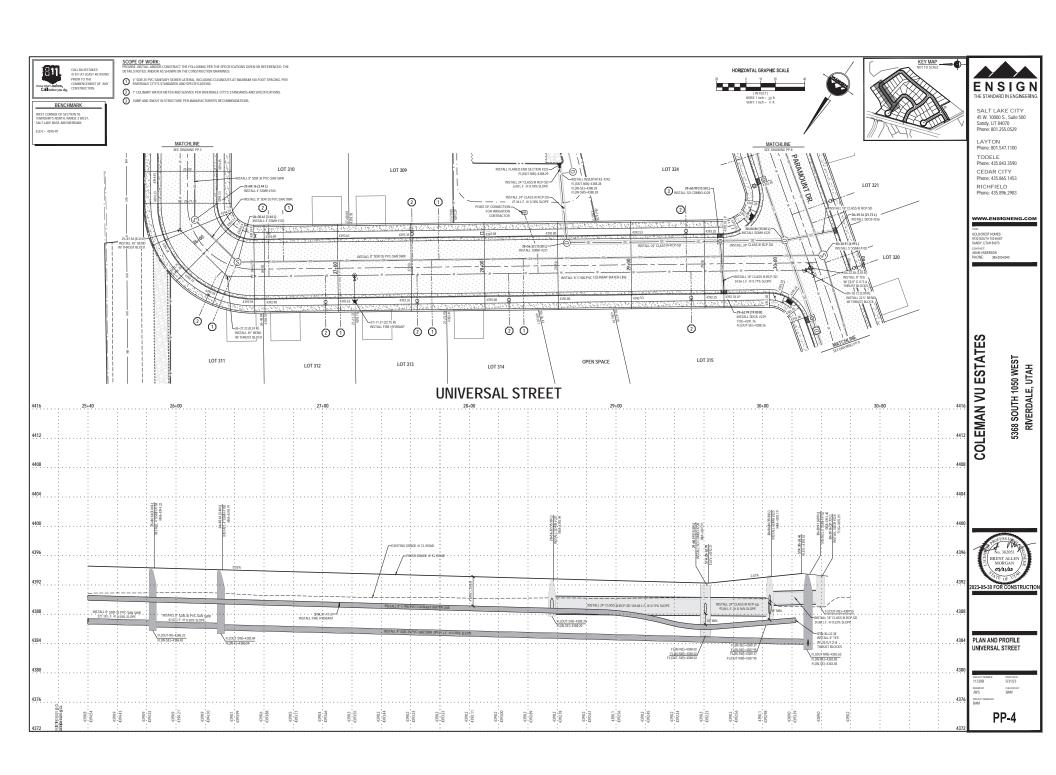
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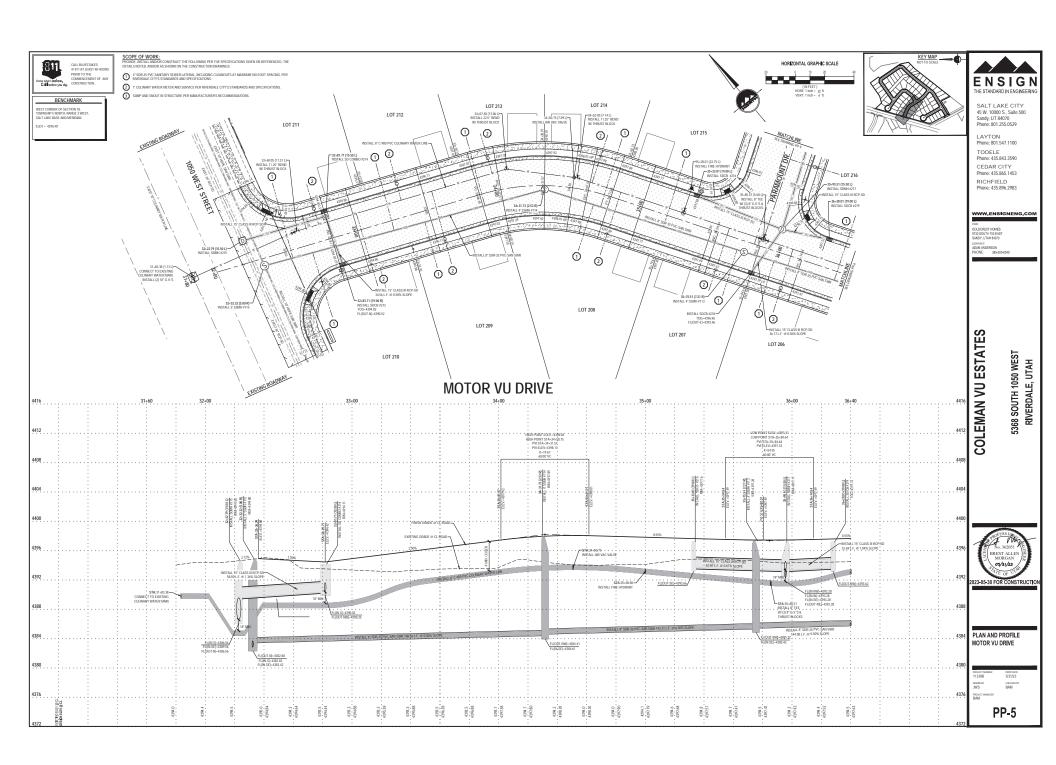


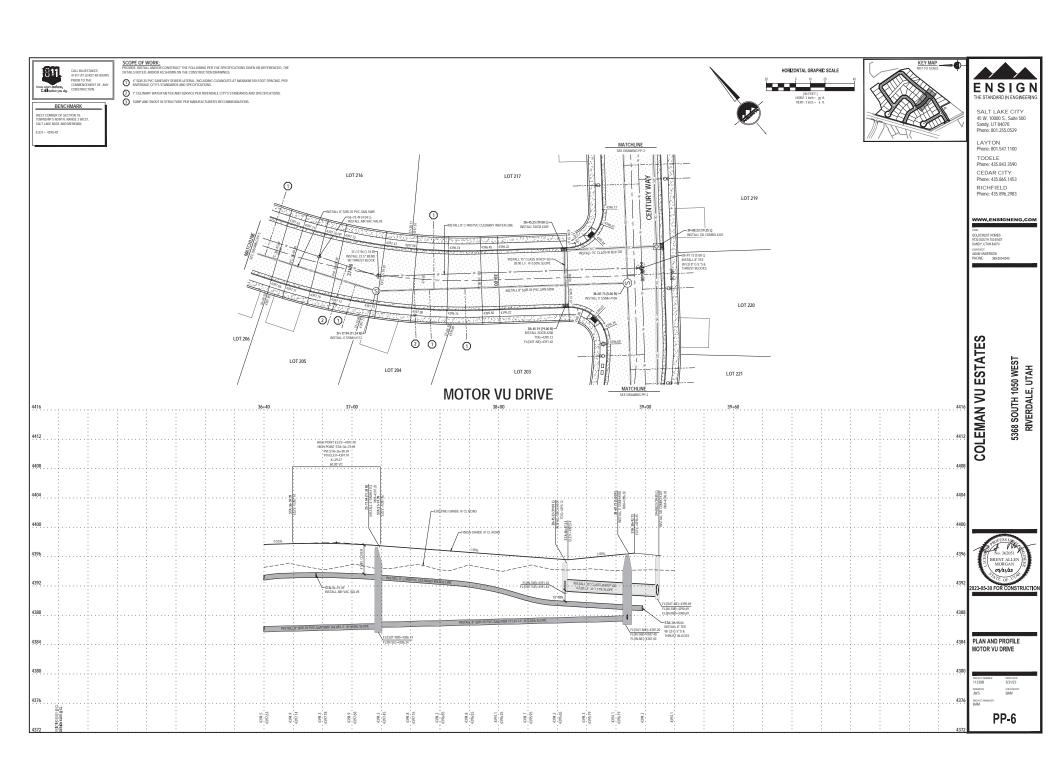


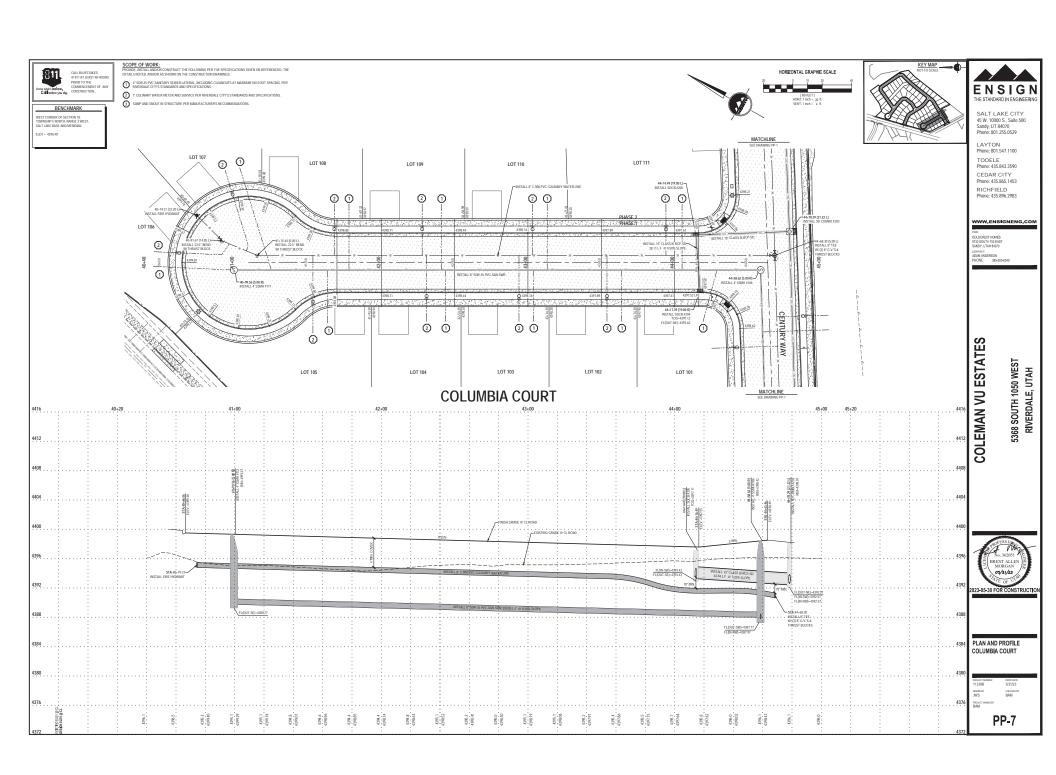


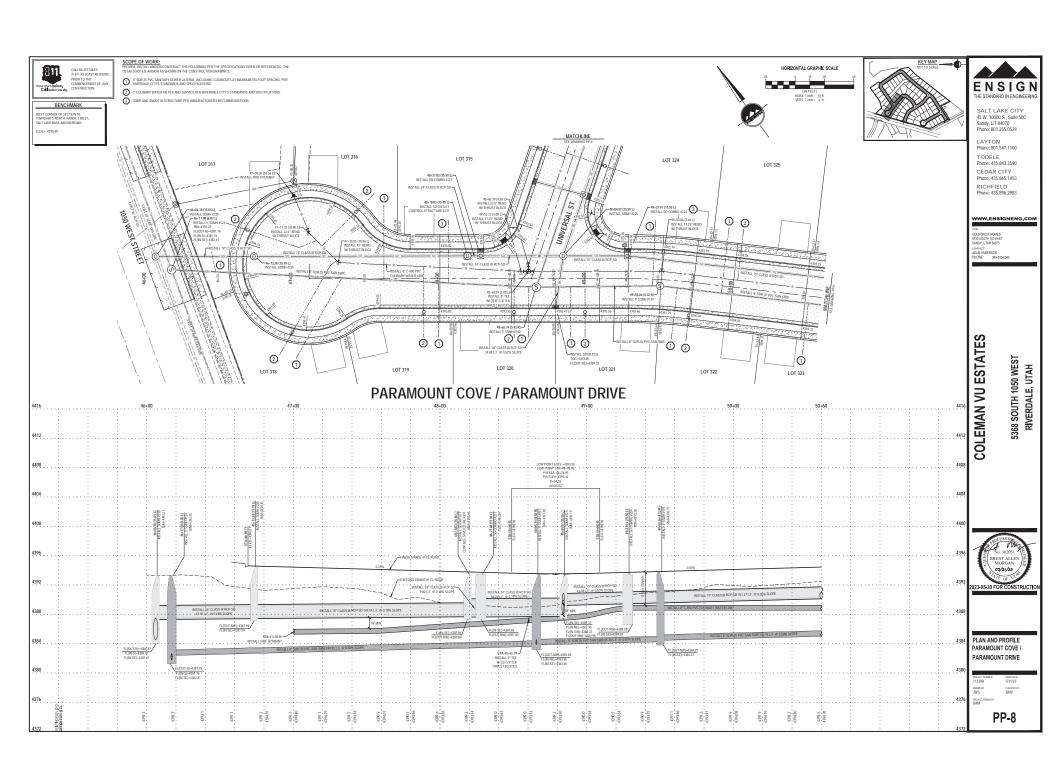


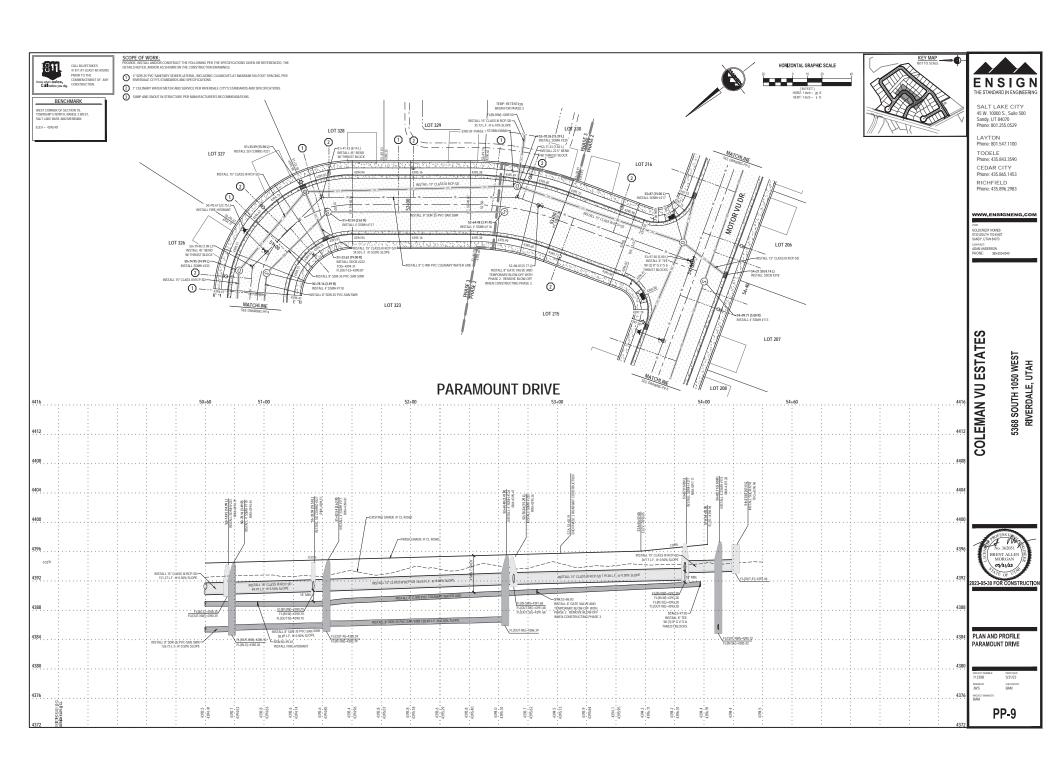


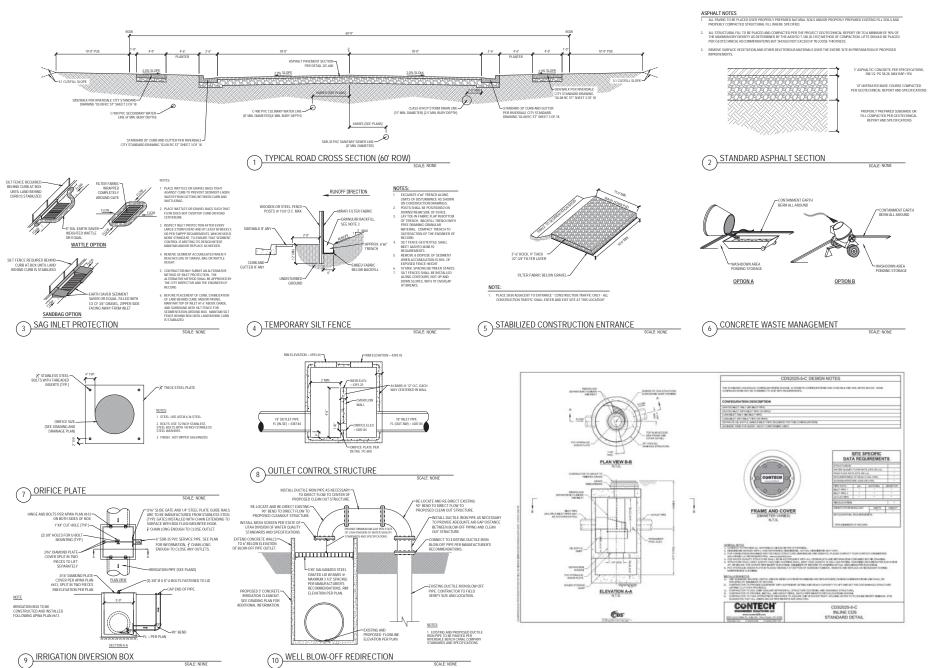












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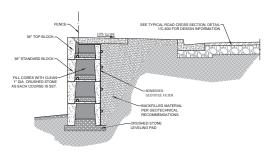
Phone: 435.865.1453 RICHFIELD Phone: 435.896.2983

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COLEMAN VU ESTATE 5368 SOUTH 1050 WEST RIVERDALE, UTAH



DETAILS



GRAVITY BLOCK RETAINING WALL SECTION
SCALE NONE



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FOR: GOLDCREST HOMES 9730 SOUTH 700 EAST SANDY, UTAH 84070 CONTACT: ADAM ANDERSON

COLEMAN VU ESTATES

5368 SOUTH 1050 WEST RIVERDALE, UTAH



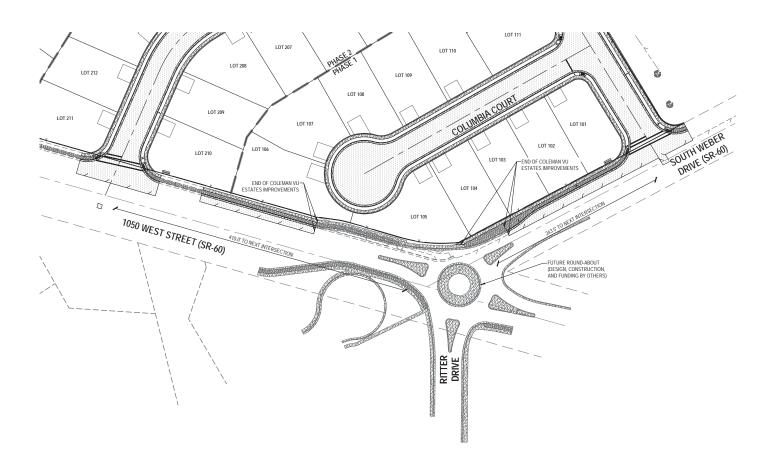
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**COLEMAN VU ESTATES** 

5368 SOUTH 1050 WEST RIVERDALE, UTAH

2023-02-28 FOR REVIEW

ROUND-ABOUT EXHIBIT

EX-100

BENCHMARK

HORIZONTAL GRAPHIC SCALE



# RIVERDALE CITY CITY COUNCIL AGENDA

July 5, 2023

## **AGENDA ITEM: G1b**

SUBJECT: Motion to un-table and consideration of Resolution #2023-19 regarding a

proposed Planned Residential Unit Development (PRUD) Overlay request applied to the Coleman Vu Estates PRUD Subdivision at approximately 5368 South 1050 West, Riverdale, Utah 84405, as requested by Goldcrest

Homes LLC.

**PRESENTER:** Mike Eggett, Community Development Director

**INFORMATION:** a. Resolution #2023-19

b. Coleman Vu Heights PRUD CC Cond Use Rev – 20230615

c. Coleman Vu PRUD Req Updates App [20220808]

d. GCH Financial Statement

e. Balance Sheet - Coleman Vu Estates HOA

f. Revised LOI

g. Motor Vu Hard Surface Calcs

h. Motor Vu Ext Arch Bldg Concepts

i. Draft CCR

j. Coleman Vu Estates Signs

k. COLEMAN VU HEIGHTS LANDSCAPE 2023.06.14

I. 2023-05-31 Coleman VU Estates Updated Dwgs

m. Notice of Public Hearing 9-13-2022 PRUD

n. PRUD Standard Ex Publish Proof 20220902

**BACK TO AGENDA** 



#### **RESOLUTION NO. 2023-19**

A RESOLUTION OF RIVERDALE CITY APPROVING A CONDITIONAL USE PERMIT FOR A PLANNED RESIDENTIAL UNIT DEVELOPMENT OVERLAY, TO BE APPLIED TO THE COLEMAN VU ESTATES PRUD SUBDIVISION, LOCATED AT APPROXIMATELY 5368 SOUTH 1050 WEST IN THE CITY OF RIVERDALE.

**WHEREAS** an application was submitted by Goldcrest Homes, LLC, (herein Applicant), for consideration of a Conditional Use Permit to allow for a Planned Residential Unit Development at the subdivision located at approximately 5368 South 1050 West; and

WHEREAS the application is for property legally described in the attached documentation; and

**WHEREAS** after due notice, the Riverdale City Planning Commission held a public hearing regarding the conditional use permit application in accordance with state law and city ordinance at which time oral and written testimony was presented by the applicant, its agents, residents, and other interested persons; and

**WHEREAS** at the conclusion of the public hearing the Riverdale City Planning Commission voted to recommend that the City Council approve the conditional use permit; and

**WHEREAS** the City Council at its regular Council meeting on July 5, 2023, received the application and supporting materials, staff reports and all other information constituting the record of this application, along with the Planning Commission's recommendation; and

**WHEREAS** the City Council, upon further deliberation, voted to approve the conditional use permit as outlined herein.

**NOWTHEREFORE BE IT RESOLVED** by the City Council of the City of Riverdale, Utah, that it adopts and memorializes the following findings regarding the subject application for a conditional use permit:

## **Findings**

- 1. Under Title 10 Chapter 22 of the Riverdale City Code, a Planned Residential Unit Development request is a conditional use master planned overlay request where "the regulations of the underlying zone ... may be negotiated and modified to allow flexibility and initiative in site and building design and location, in accordance with an approved PRUD plan and the requirements of this chapter.
- 2. That the Applicant has submitted a Planned Residential Unit Development Application as a conditional use permit request to establish a PRUD master plan overlay on R-2 zoned property located at approximately 5368 South 1050 West.
- 3. That all state and local requirements have been followed and that the Planning Commission unanimously supported a recommendation to City Council for approval of the Conditional Use request

for a PRUD master plan overlay to be applied to Coleman Vu Estates PRUD Subdivision proposed development.

4. That by approving this PRUD, the Council finds that it would be in the best interest of the City and will promote the health, safety and general welfare of the citizens and Riverdale City as was further discussed in the City Council meeting.				
RESOLVED AND ADOPTED by the City Council of Rive	erdale City, Utah, on	the (	day of July, 20	023.
	Braden D. Mitch			
	Mayor, Riverdal	e City		
Attest:				
Michelle Marigoni City Recorder				
City Necorder				
	VOTE:			
	Alan Arnold	Yea	Nay _	Absent
	Bart Stevens	Yea	Nay	Absent
	Steve Hilton	Yea	Nay	Absent
	Anne Hansen _	Yea	Nay	Absent
	Karina Merrill _	Yea	Nay	Absent





# Planned Residential Unit Development Requirements Review - Coleman Vu Heights PRUD Subdivision Approximately 5368 South 1050 West

Completed by Mike Eggett, Community Dev. Director on 9/8/2022, 3/30/2023, and 6/15/2023

Recommendation: City staff recommends that the City Council examine and review items associated with this PRUD requirements review and then take consideration to approve, approve with modifications, table this matte to a later date, or not approve the PRUD conditional use overlay for Coleman Vu Heights PRUD. Items of concern have been highlighted in yellow; underlined items have been identified for potential discussion purposes.

Planned Residential Unit Development Requirements per RCC 10-22	Departmental Review Comments
Time limit for completion of development	Approximately 2.8 years or 2 units per month
Description of property	19.68 acres of land located at approx. 5368 South 1050 West
Amenities in project area	HOA maintained open space/park areas, pickle ball courts, dog park, picnic table and pavilion, and similar anticipated project enhancements
Proposed density for project area	About 3.5 units per acre
Construction requirements	Refer to proposed subdivision drawings, proposed residential structure photographs, and accompanying staff reports
Provide a completed geotechnical and soils report	Completed by CMT Engineering Laboratories and submitted
Traffic study, as required by city engineer and public works director when scope, location and density of development or other deem necessary	Submitted as prepared by A-Trans Transportation Engineering; also UDOT variance submitted
Sensitive land study (wetlands)	Land not delineated as wetlands by Army Corp of Engineers. No sensitive lands or wetlands identified by CMT.
Setbacks of dwellings within PRUD	Refer to proposed subdivision drawings; side yard setback intent is for 5 foot minimum setbacks and rear yard setback intent is for 20 foot minimum setbacks

Minimum of fifty percent (50%) of development	More than 50% of development will be open green
shall be open green space/landscaping and subject	space/landscaping; a landscape plan is also
to defined landscape plan	provided in applicant's submission
Fencing/screening of development	Exterior vinyl fencing of subdivision anticipated as
	well as potential internal fencing between lots
Usable open green space	Identified on the proposed subdivision drawings
Parking – minimum of two exterior parking spaces	Refer to subdivision plat provided by applicant; no
required; visitor parking may be evaluated	additional guest parking areas; may discuss if
	concerns exist
Square footage (lots and homes)	Identified on proposed subdivision drawings and
	building design drawings
Parking area, enclosed or open	Dwelling units will have mostly two-car garages for
	parking and driveways; curbside parking will be
	available
Exterior coverings – minimum 40% brick or rock,	Refer to building design photos and descriptions,
painting of exterior building element prohibited	all home designs must meet 40% brick or rock
	requirement in order to qualify for PRUD status;
	typical elevations showing 40% plus have been
	provided showing this will be met by home designs
Provide information and identify why this property	Refer to statement sheet provided by applicant
is suitable for a PRUD development	
Provide ability to financially carry out proposed	A financial fund letter/statement has been
project in time limit established	provided for this project at this time, per City Code
	10-22-4(N.)(14.)
Provide escrow/bond for all city improvements	Engineer's cost estimate has been provided and
	letter of intent regarding financial security
	(escrow/bond) to be provided to the City for public
	improvements and landscaping/open space
	enhancement areas has been provided; City
	Engineer comments regarding Engineer's Cost
	Estimate proposal approval provided
Provide independent finance person or company	This is outlined in the Draft CCR document;
who will be responsible for association dues	however, may be good to recommend a third-
assessed for maintenance and improvements to	party entity administer assessment for dues within
common areas	the established HOA;
All PRUD's will be licensed yearly by city with PRUD	HOA financial prospectus regarding annual
balance sheet and income statement provided	expenses for HOA have been provided for this
with yearly application	project; if concerns exist may discuss requirement
	to submit updated info annually
Phasing scheduling and timing for all features,	A phasing plan has been provided and clearly
dedications, and improvements in project	defined in the subdivision submittal; <u>letter of</u>
	performance further outlines the project will be
	completed in approx. 39 months

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

## PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION

1.1	
Date Submitted: 8/8/2522	
Applicant's Name: RD Development- Keaton Morton	
Applicant's Address: 9710 South 700 East Suite 205 Sandy, Utah 840	070
Phone Number(s): 801-856-2478	II
Builder's Name: Goldcrest Homes	- 1
Builder's Address: 9730 South 700 East Suite 100 Sandy, Utah 84070	0
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, 0-1,	R-1-8, R-(-6 Acreage: 19.68
	Homeowner:
Number of Dwellings:	otage:
Stories: 2 Number of	Buildings: 🔀 🕝 💍
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 St	reet Lights
Type of screening or fencing on perimeter: 6' Vinyl Fence	, y =
Date work starts: NA Building Pe	rmit No.: NA
Approximate Completion Date: NA	
Answer the following questions with specifics on a separate sheet. Commission members for review.	This information will be forwarded to the Planning
<ul> <li>A. Why should the PRUD application be granted?</li> <li>B. How is the proposed PRUD in harmony with the City Gene</li> <li>C. If the proposed PRUD is not in harmony, what conditions a area since the General Plan was adopted to warrant such</li> <li>D. How is the PRUD in the public interest as well as the appli</li> </ul>	and circumstances have taken place in the general a change?
4	1. 10 11/1
Signature of Applicant Sign	nature of the Property Owner
	1
I authorize RD Development to a this application.	act as my representative in all matters relating to
	lar wh
Sign	nature of the Property Owner

Date Paid: 8/0/2022

PRUD Request Fee - \$500

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

### APPLICATION REQUIREMENTS AND PROCEDURE FOR PRUD REQUEST

- 1. The applicant shall submit to the Community Development Department the following:
  - A completed <u>PLANNED RESIDENTIAL UNIT DEVELOPMENT (PRUD) APPLICATION</u> formally requesting a PRUD and stating the reasons for the request
  - b. A <u>PROPERTY PLAT MAP</u> 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.
- 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: 9/13/2022	Decision: Recommend Council Approval BRUD
City Council scheduled to consider this application:	
Date: 5/16/2023; 6/20/2023; 7/5/2023	Decision: Tabled; Remain Tabled;

## **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 ÜT 84405

394-5541

Receipt No: 15.551384

Change Tendered:

. - **∑P**(( - 6. ) 21

AMEC 3-3

A PART OF STREET

A PR

Aug 8, 2022

.00

RD DEVELOPMENT HOLDINGS,

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

**Duplicate Copy** 

08/08/2022 3:39 PM



9730 South 700 East Suite 100 Sandy, Utah 84070 www.goldcresthomes.com

March 28, 2023

Riverdale City 4600 Weber River Dr Ogden, UT 84405

**REFERENCE: Goldcrest Homes Financial Statement** 

To whom it may concern,

As a private company, Goldcrest Homes respectfully declines to disclose its balance sheet. However, we would like to assure all stakeholders that the company has a healthy Real Estate Owned asset list which surpasses the costs of the Coleman Vu Estates project. We will also be posting all necessary improvement assurances to complete the project in accordance with state and municipal codes.

Goldcrest Homes has the financial capacity to complete the improvements and home construction on the Coleman Vu Estates project in 39 months. We remain committed to completing the project on time and within budget while maintaining the highest quality standards.

We look forward to a continued relationship and extend an invitation to reach out to our team for any additional information you feel helpful in your evaluation and consideration. For financial and organizational documents, the point of contact is Mallory Fife, Controller at (801) 410-1731 or <a href="mailto:

Thank you for your time and consideration.

Sincerely,

Adam G. Anderson

Director, Acquisitions & Development

**Goldcrest Homes** 



## **Coleman Vu Estates**

## **Balance Sheet:**

This document has been drafted with the sole purpose of providing a balance sheet and projected annual income statement and breakdown for the future HOA for the Coleman Vu Estates subdivision.

Annual Income Statement		
HOA Monthly Fee:	\$125.00	
Total Homes:	68	
Projected Annual Budget:	\$102,000.00	

Annual Balance Sheet		
Water	\$ 3,000.00	
Electricity	\$ 3,000.00	
Lawn Care(Houses)	\$ 65,280.00	
Lawn Care(Open Space)	\$ 6,000.00	
10% Reserve Maintenance	\$ 10,200.00	
2% Contingency Funds	\$ 2,040.00	
Capital Reserves	\$ 12,480.00	
Total Annual Expenses	\$102,000.00	



## OFFICIAL LETTER OF INTENT

This document has been drafted with the purpose of disclosing Goldcrest Homes plans/intentions on how to execute the bonding for the Coleman Vu Estates improvements.

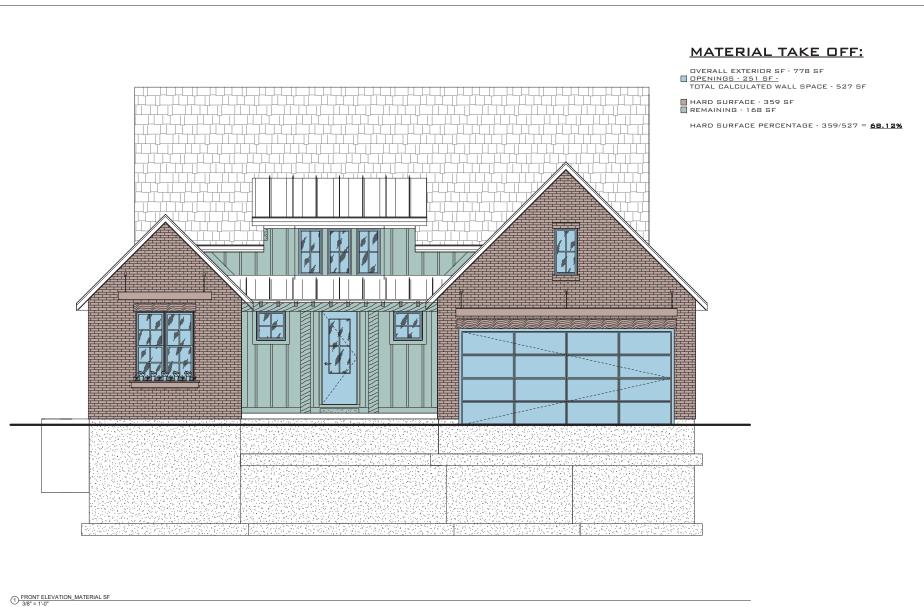
- Developer will pursue and establish security financing, via a surety bond for this
  project, matching the amount reflected on the approved Engineer's Cost
  Estimate document for this project, as directed by applicable Riverdale City
  Codes.
- 2. Developer will ensure that security financing be put in place for the guaranteed completion of all amenities in phase 3 of the Coleman Vu Estates project.

**Developer Signature** 

Date

Date

**Developer Print Name** 



CONSTRUCTION

REST REPROPER NAME OF THE PROPERTY OF THE PROP

GOLDCREST HOMES 9730 SGUTH 700 EAST STE. 100

LOT 185 ENGLAND RIDGE ENGLAND RIDGE

TRANSPORTER TRANSPORTER TO THE TRANSPORTER TRANSPORT

A4

CONSTRUCTION DOCUMENTS

GOLDCREST HOMES

## MATERIAL TAKE OFF:

OVERALL EXTERIOR SF - 546 SF OPENINGS - 250 SF
TOTAL CALCULATED WALL SPACE - 296 SF

HARD SURFACE - 129 SF REMAINING - 167 SF

HARD SURFACE PERCENTAGE - 129/296 = 43.58%



1 FRONT ELEVATION - COLORED
3/8" = 1'-0"











## **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. <u>Annexable Property</u> shall mean all real property described in Exhibit "B" of this Declaration, as amended.
- 1.3. <u>Declaration</u> shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for --- Subdivision.
- 1.4. <u>Assessments</u> 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. <u>Architectural Review Committee</u> or <u>AR Committee</u> 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. <u>Association</u> shall mean and refer to the --- Subdivision., a Utah non-profit corporation.
- 1.7. <u>Board or Board of Directors</u> 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 if the Association.
- 1.8. <u>Bylaws</u> shall mean and refer to the Bylaws of the Association as the same may be amended from time to time.
- 1.9. <u>Committee</u> or <u>Architectural Review Committee</u> 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. <u>Common Expenses</u> 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. <u>Development</u> or <u>Project</u> 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. <u>Governing Documents</u> or <u>Project Documents</u> 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. <u>Living Unit</u> 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. <u>Lot</u> 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. <u>Manager</u> 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. <u>Mortgage</u> 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. <u>Mortgagee</u> 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. <u>Person</u> 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. <u>Plat</u> 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. <u>Restrictions</u> shall mean the covenants, conditions, assessments, easements, liens, and restrictions set forth in this Declaration.
- 1.27. <u>Rules</u> shall mean and refer to the rules, resolutions, regulations, policies, etc. adopted by the Board.
- 1.28. <u>Subdivision</u> 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. <u>Submission</u>. 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. <u>Name</u>. The Project, as submitted to the provisions of this Declaration, shall be known as Coleman Vu Heights, a planned unit development.
- 2.3 <u>Description of Lots</u>. 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 <u>Common Areas.</u> 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. <u>Membership</u>. 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. <u>Voting Rights</u>. The Association shall initially have the following two classes of votes:
- (a) <u>Class A</u>. 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) <u>Class B</u>. 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. <u>Multiple Ownership Interests</u>. 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 <u>Proxies</u>. 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. <u>Easement of Enjoyment</u>. 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. <u>Title to Common Areas</u>. The Declarant has conveyed title to the Association on various Common Areas.
- 4.3. <u>Limitation on Easement</u>. 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. <u>Delegation of Use.</u> 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. <u>Compliance with Covenants and Restrictions and Rules and Regulations</u>. 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 sue 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. <u>Covenant to Pay Assessments</u>. 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. <u>Purpose of Assessments</u>. 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. <u>Declarant's Covenant for Assessments</u>. 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. <u>Basis for Assessments</u>. 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 by incurred by the Board for the benefit of the Owners under or by reason of this Declaration.

- 5.5. <u>Annual Assessments</u>. 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. <u>Uniform Rate of Assessment</u>. 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. <u>Personal Obligation and Lien</u>. 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 be installed.

- 5.10. <u>Certificate Regarding Payment</u>. 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. <u>General Powers and Obligations.</u> 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. <u>Specific Powers and Duties.</u> 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. <u>Liability</u>. 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. <u>Board of Directors.</u> 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. <u>Proceedings.</u> 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.

12

- (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.

13

- 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").
- Upon receipt and review of the Attorney Letter, if twothirds (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

15

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. <u>Maintenance</u>. 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, sidewalkswith 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. <u>Services.</u> 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. <u>Maintenance Caused by Owner Negligence</u>. 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.

16

# VIII. INSURANCE

8.1. <u>Insurance</u>. 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) <u>Hazard Insurance</u>. 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 Internet 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. <u>Director's and Officer's Insurance</u>. 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. <u>Insurance Coverage for Theft and Embezzlement of Association Funds</u>. 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, (d) coverage for acts.

- 8.6. <u>Worker's Compensation Insurance</u>. 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. <u>Certificates</u>. 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. <u>Named Insured</u>. 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.
- Association has the Right to Negotiate All Claims and Losses and Receive 8.9. 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. <u>Insurance Trustee</u>. 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. <u>Waiver of Subrogation against Owners and Association</u>. 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. <u>Applicable Law</u>. 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. <u>Use of Common Areas</u>. 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. <u>Use of Lots and Living Units</u>. 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. <u>Recreational Vehicles</u>. 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, <u>Machinery and Equipment</u>. 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. <u>Nuisances</u>. 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. <u>Signs.</u> 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. <u>Trash Containers and Collection.</u> 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. <u>Smoke and Carbon Monoxide Detectors.</u> 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. <u>Parking</u>. 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 whelled 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. <u>No Patio / Deck Storage</u>. 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. <u>Liability for Damages.</u> 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. <u>Administrative Control of Association</u>. 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) <u>Sales Office</u>. 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) "<u>For Sale Signs</u>." 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) <u>Declarant Exemption</u>. 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. <u>Rights of First Refusal.</u> 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. <u>Title in Mortgagee</u>. 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. <u>Notice of Default by Lot Owner.</u> 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. <u>Abandonment, Termination, Etc.</u> 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. <u>No Priority.</u> 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. <u>Notices.</u> 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) <u>Declarant's Right to Amend</u>. 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. <u>Consent in Lieu of Voting.</u> 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. <u>Dissolution.</u> 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. <u>Interpretation and Severability</u>. 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. <u>No Waiver.</u> 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. <u>Security</u>. 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. <u>Effective Date.</u> 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

28

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

29

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 \_\_\_\_\_

My commission expires:

Residing in \_\_\_\_\_

# EXHIBIT A LEGAL DESCRIPTION











LANDSCAPE ARCHITECTURE & LAND PLANNING

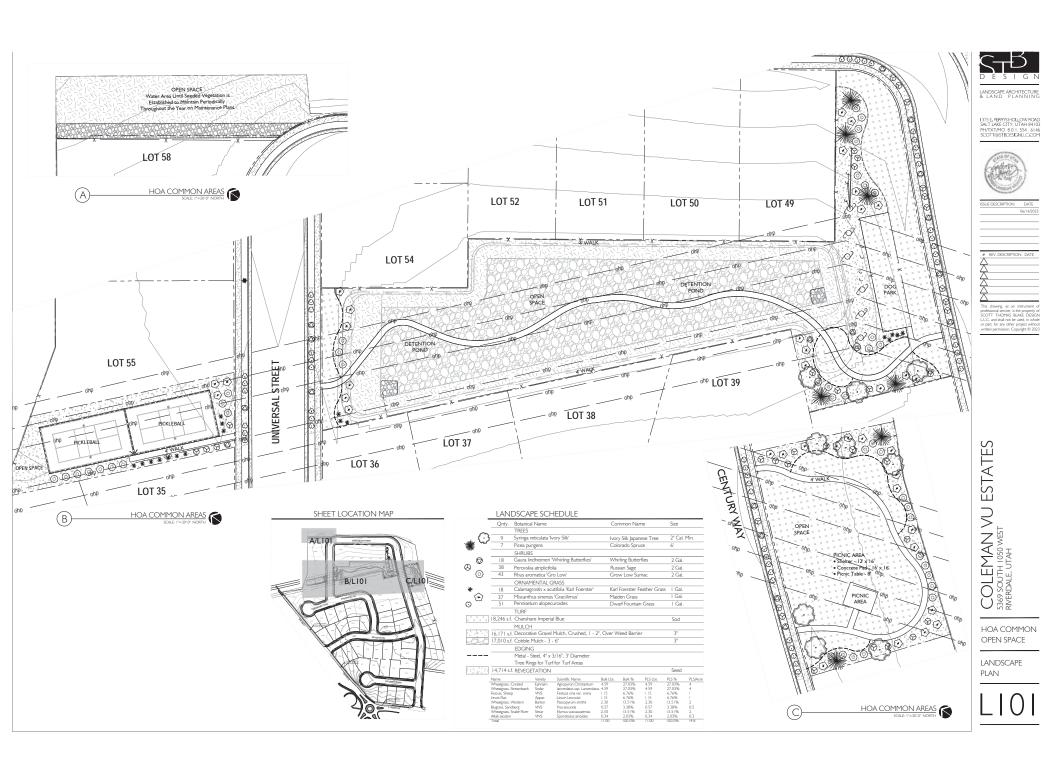
1375 E. PERRYS HOLLOW ROAD SALT LAKE CITY, UTAH 84103 PH/TXT/MO 8.0 I. 554 . 6146 SCOTT@STBDESIGNLLC.COM

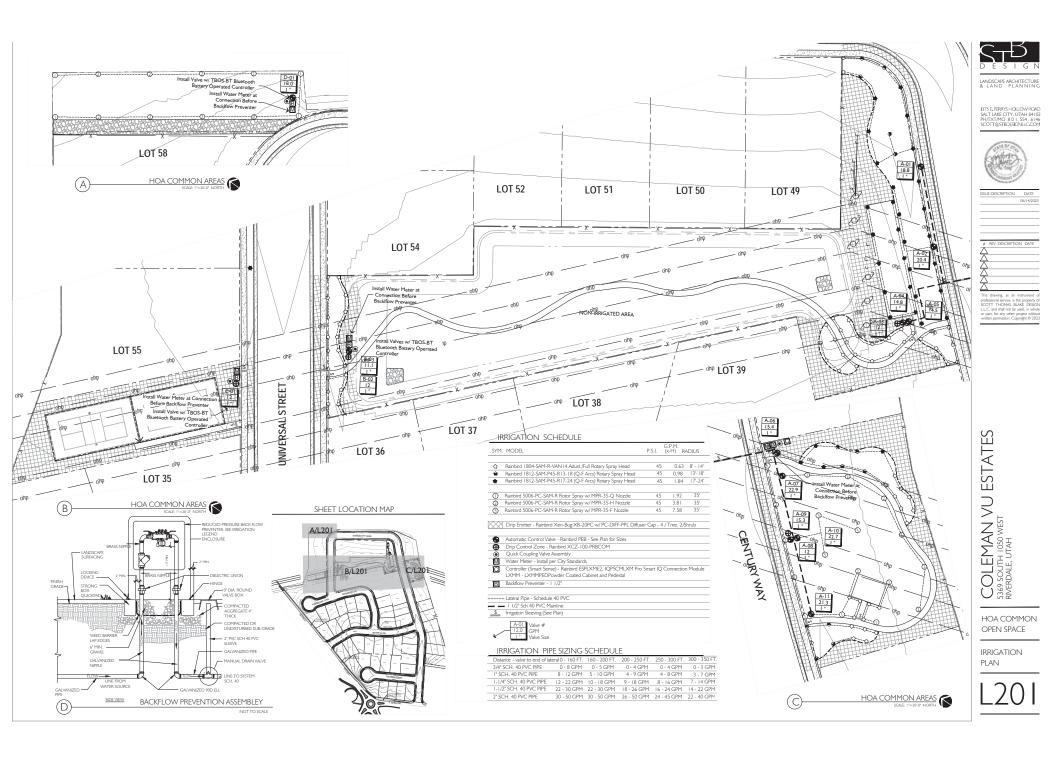


COLEMAN VU ESTATES 53:69 SOUTH 1050 WEST

HOA COMMON OPEN SPACE

STAMPED CONC. PLAN







# **COLEMAN VU ESTATES**

# 5368 SOUTH 1050 WEST RIVERDALE, UTAH



# INDEX OF DRAWINGS

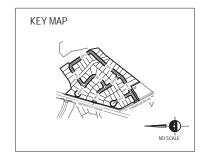
INDEX OF	DRAWINGS		
1-1	PHASE 1 SUBDIVISION PLAT	PP-0	PLAN AND PROFILE KEY MAP
1-1	PHASE 2 SUBDIVISION PLAT	PP-1	PLAN AND PROFILE CENTURY WAY
1-2	PHASE 3 SUBDIVISION PLAT	PP-2	PLAN AND PROFILE CENTURY WAY
2-2	PHASE 3 SUBDIVISION PLAT	PP-3	PLAN AND PROFILE CENTURY WAY / SEARCHLIGHT DRIVE
C-001	GENERAL NOTES	PP-4	PLAN AND PROFILE UNIVERSAL STREET
C-100	DEMOLITION PLAN	PP-5	PLAN AND PROFILE MOTOR VU DRIVE
C-200	SITE PLAN	PP-6	PLAN AND PROFILE MOTOR VU DRIVE
C-300	GRADING AND DRAINAGE PLAN	PP-7	PLAN AND PROFILE COLUMBIA COURT
C-400	UTILITY PLAN	PP-8	PLAN AND PROFILE PARAMOUNT COVE / PARAMOUNT DRIVE
C-500	EROSION CONTROL PLAN	PP-9	PLAN AND PROFILE PARAMOUNT DRIVE
		C-600	DETAILS

# NOTICE TO CONTRACTOR

CONTRACTOR FURTHER AGREES TO ASSIME SOLE AND COMPLETE RESPONSIBILITY FOR JOB STIE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, DISCUSSED SHETTED OF ALL PERSONS AND PROPERTY. THAT THIS RECORDANT SHALL OF APPLY CONTRIBUCATED AND LOT SEE LIBITED TO ROBIGINAL DOWN SHOULD, AND THAT THE CONTRIBUTION SHALL DOTTON, DECEMBER AND THE CONTRIBUTION SHALL DOTTON, DECE

# NOTICE TO DEVELOPER/ CONTRACTOR

THE CONTRACTOR IS SPECEFULLY CAUTIONED THAT THE LOCATION AND / OR ELEVATIONS OF EXISTING UILLIES AS SKOWN ON THESE PLANS IS MASED ON RECORDS OF THE WOODLD UITLITY COMPANIES AND WHERE PLOSSIBLE MISCOSERIANTS INSERT IN THE TENT OF THE PROMISSION SHOWS THE FALLED ON AS STREET, COTT OF CONFIDENT THE RECORDS TRACT THE LOCATIONS OF UITLIES, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL DESTING UITLIES WHICH CONFIDENT THE PROPRISED MROVARDINGS SHOWN ON THE TENT OF THE PROPRISED MROVARDINGS SHOWN ON THE CONTRACTOR TO RELOCATE ALL DESTING UITLIES WHICH CONFIDENT THE PROPRISED MROVARDINGS SHOWN ON THE CONTRACTOR TO RELOCATE





# **GENERAL NOTES**

- CALL BLUE STAKES AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTR BENCHMARK ELEVATION - WEST CORNER SECTION 18. TSN. RZW SALT LAKE BASE & MERIDIAN. ELEV. - 4390.4

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

RICHEIELD

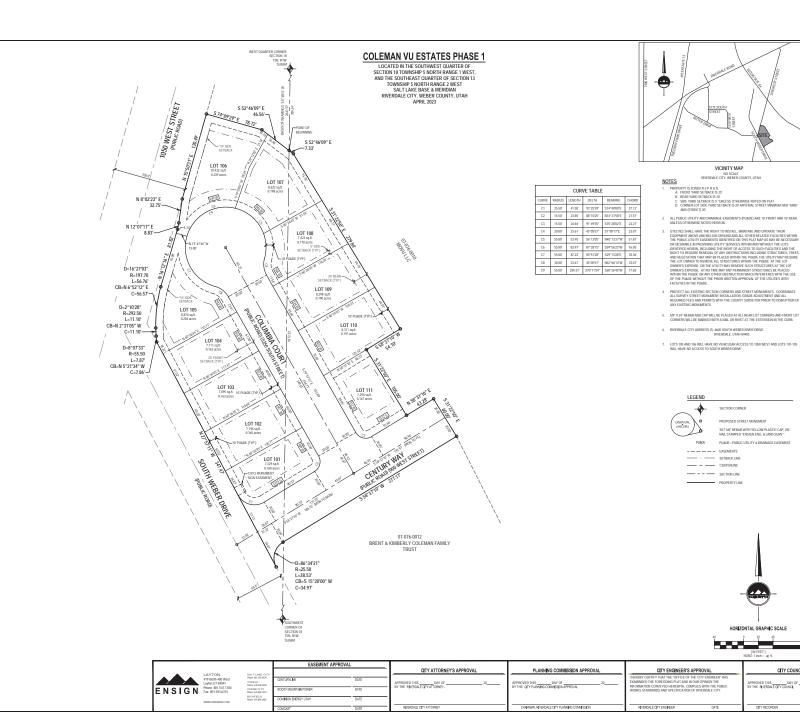
# WWW.ENSIGNENG.COM

**COLEMAN VU ESTATES** 

5368 SOUTH 1050 WEST RIVERDALE, UTAH



COVER



# SURVEYOR'S CERTIFICATE

The purpose of this plat is to divide the land into lots and streets

# BOUNDARY DESCRIPTION

thence southwesterly 38.53 feet along the arc of a 25.50-foot radius curve to the left (center bears South 31°22'50° East and the ears South 15°20'00° West 34.97 feet with a central angle of 86°34'21°) to the northerly Right-of-Way line of South Weber Driv thence North 27"57"11" West 347.47 feet along said Northerly Right-of-Way Line to the easterly Right-of-Way Line of 1050 Wes

hence along wall Earling Right of May Line the Maning second [7] carriers.

[7] if with resolution of part of large large or of 2000 of rather come to the right [control bears has the 27 st 67 Leat and the control large la

thence South 74"09'29" East 78.72 feet; thence South 52"46'09" East 46.56 feet to the Point of Beginning.

ontains 132,190 Square Feet or 3,035 Acres and 11 Lots.

# OWNER'S DEDICATION

# **COLEMAN VU ESTATES PHASE 1**

INDIVIDUAL ACKNOWLEDGMENT

MY COMMISSION EXPIRES:		
	RESIDING IN	
NOTARY PUBLIC		

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

A.D., 20

the undersigned Notary public, in and for said County of in said State
sworn, acknowledged to me that HeiShelThey signed the Owner's Dedication, in number, freely and

of Limited Liability Company and that HerShe signed the Owner's Dedication freely and voluntarity for and in behalf of said Limited Liabilit Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

**COLEMAN VU ESTATES PHASE 1** 

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18 TOWNSHIP S NORTH RANGE 1 WEST AND THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 5 NORTH RANGE 2 WEST SALT LAKE RASE & MERIDIAN RIVERDALE CITY, WEBER COUNTY, UTAH

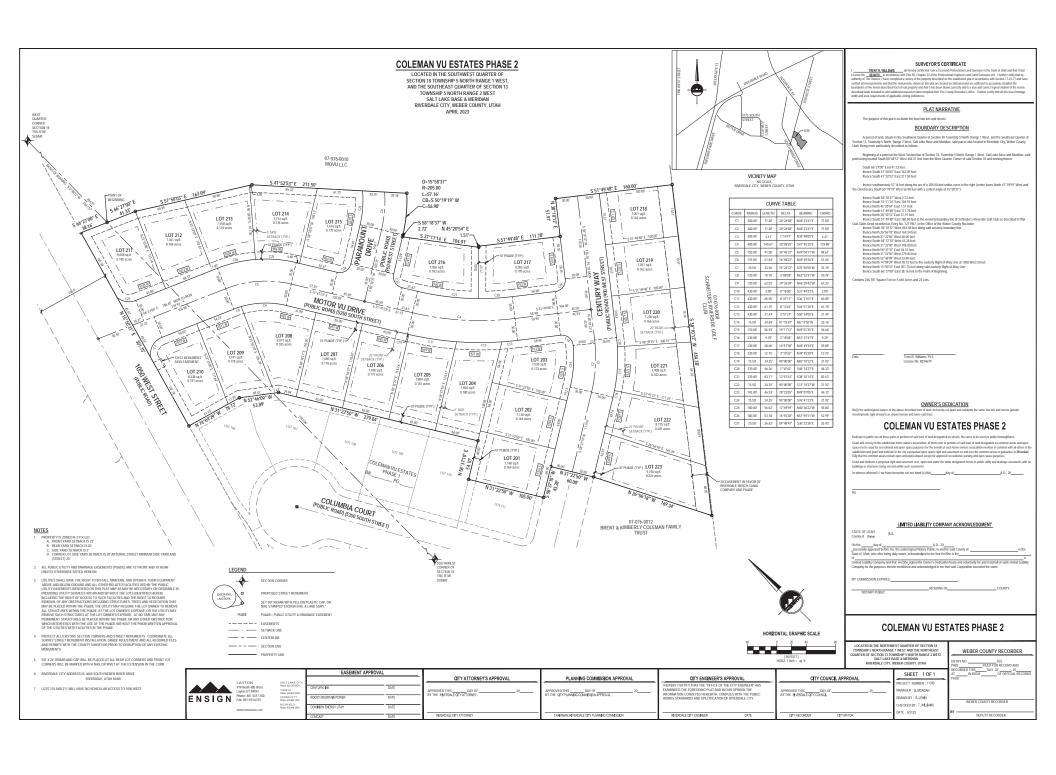
HORIZONTAL GRAPHIC SCALE

APPROVED THIS \_\_\_\_\_\_ DAY O BY THE RIVERDALE CITY COUNCIL

CITY COUNCIL APPROVAL

WEBER COUNTY RECORDER SHEET 1 OF 1

IANAGER : B. MORGAN RAWN BY: S. LEWIS HECKED BY : T. WILLIAMS DATE: 5/31/23



# **COLEMAN VU ESTATES PHASE 3**

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18 TOWNSHIP 5 NORTH RANGE 1 WEST AND THE SOUTHEAST QUARTER OF SECTION 13 SALT LAKE BASE & MERIDIAN RIVERDALE CITY, WEBER COUNTY, UTAH APRIL 2023



CURVE TABLE							CURVE TABLE							CURVE TABLE							
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD		CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD		CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD		
C1	2000.00"	244.35	7"00'00"	S41'40'12'W	244.19		C14	15.50"	19.28'	71"16'34"	S89"33'31"E	18.06'		C27	205.00'	9.95	2"46'50"	N39"33"37"E	9.95		
C2	65.00	90.42	79"42'00"	N5°19'12'E	83.30'		C15	30.00	8.85	16"54'40"	S45"27"54"E	8.82"		C28	95.00"	39.42	23"46'27"	N26"16'59"E	39.14		
C3	45.00	71.21'	90"40'00"	N79°51'48'W	64.01"		C16	30.00	19.40'	37"03'26"	S18*28'51'E	19.07		C29	95.00"	55.42	33"25'21"	N2"18"55"W	54.63		
C4	380.00'	44.58'	6"43"18"	N50°33'35'W	44.55		C17	55.00"	62.45	65"03"23"	N32"28'50'W	59.15'		C30	95.00"	46.71	28"10'20"	N33"06'46"W	46.24		
C5	65.00	96.85	85"22'08"	N4°30′52′W	88.13'		C18	55.00	95.18'	99"08'58"	S65°25'00'W	83.74'		C31	410.00"	48.10	6"43'18"	N50°33'35"W	48.07		
C6	175.00	9.67	3"10'03"	N39"45"13"E	9.67		C19	55.00"	93.41	97*18'43"	S32"48"51"E	82.58'		C32	15.50	29.41'	108"43"26"	S0°26'29'W	25.19		
C7	1970.00	4.20	0"07"19"	S38°13'52'W	4.20		C20	55.00"	6.73	7"00'39"	S84*58'32'E	6.73		C33	15.00	23.74	90"40'00"	N79°51'48'W	21.34		
C8	1970.00	158.06"	4"35'50"	S40°35'26'W	158.02		C21	30.00	18.10'	34"33'37"	N71*12'02'W	17.82'		C34	35.00"	48.69	79"42'00"	N5"1912"E	44.85		
C9	1970.00	75.00'	2"10'53"	S43°58'48'W	75.00'		C22	350.00'	20.35	3*1955*	N52*15'16'W	20.35		C35	2030.00'	141.33	3"59'20"	S43*10'32'W	141.30'		
C10	1970.00	3.41'	0"05'58"	S45°07'13'W	3.41"		C23	350.00'	20.71'	3"23'23"	N48°53'37"W	20.70		C36	2030.00'	73.86	2"05'05"	S40*08'20"W	73.85		
C11	95.00	132.15	79"42'00"	N5*1912'E	121.75		C24	35.00	52.15	85"22'08"	N4*3052*W	47.46		C37	2030.00'	32.82	0"55'35"	S38*38'00'W	32.82		
C12	75.00'	53.27	40"41"55"	N54*5Z45'W	52.16'		C25	145.00'	4.44	1"45'20"	N3910252'E	4.44		C38	65.00"	76.27	67"13'59"	S83*09'25"W	71.97		
C13	75.00'	65.41"	49"58'05"	S79"47"15"W	63.35'		C26	205.00'	62.11'	17"21'35"	N49"37'50"E	61.87		C39	55.00"	257.77	268"31'42"	S45*47'00'W	78.77		



VICINITY MAP

# NOTES

- NULES

  1. PROPERTY IS ZONED R. 3 P.R. U.

  A. FROM'T VAND SETEMACK G. 2º

  C. SOR VAND SETEMACK G. 2º

  C. SOR VAND SETEMACK G. 2º

  D. CORRECT OF SETEMACK G. 2º ANTERNAL STREET MINIMAM SIDE VARD
  AMO (STREET) 20º

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- ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (PUBDE) ARE 10' FRONT AND 10' REAR UNLESS OTHERMISE NOTED HEREON.
- URLESS OTHERWISE NOTION PRICES AND ALL CHIEF HARDER THE THE 
  EXTERNATION AND THE RESIST TO ROUTE ALL CHIEF HARDER ACTURES WITHEN 
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- PROTECT ALL EXISTING SECTION CORNERS AND STREET MOMAMENTS. COORDINATE
   AL SURVEY STREET MOMAMENT INSTALLATION, GRADE ADJUSTMENT AND ALL
   REQUIRED FEES AND PERMITS WITH THE COUNTY SURVEYOR PRIOR TO DISRUPTION
   OF ANY EXISTING MOMAMENTA.
- RIVERDALE CITY ADDRESS IS: 4600 SOUTH WEBER RIVER DRIVE
   RIVERDALE, UTAH 84405

# IRRIGATION EASEMENT

Beginning at a point on the Easterly Right of Way line of 1050 West Street, said point being located South 00°4871° West 242.32 feet along the Section Line and East 20.62 feet from the West Cleante Corner of Section 18, Township 5 North, Range 1 West, Sait Lake Base and Mortdian; and running

Comer of section 1.1 Framely Sharin Respo 1 Work, Sall Lais Base and Merdian and coming Merc Lais 1.2 Warris Call J. Sall As date (Sall Lais Base and Merdian and coming Merc Lais 1.2 Warris Call J. Sall J.

Contains 9,212 Square Feet or 0.211 Acres

# SURVEYOR'S CERTIFICATE

The purpose of this plat is to divide the land into lots and streets.

BOUNDARY DESCRIPTION

A parcel of band, shade in the Southeest Quarter of Socions 19 Towards 9 North, Range 1 West, and the Southeest Quarter of Socions 19 Towards 9 North, Range 1 West, and the Southeest Quarter of Socions 19, Romandy 5 North, Range 1 West, and the Southeest Quarter of Socions 19, Romandy 6 North Research (Socions). Use this group comparationly discreded as follows.

(1) South 43"43"36" East 137.44 feet; (2) North 74"48'06" East 119.99 feet; (3) North 54"48'12" East 276.58 feet to the southerly right-of-way line of interstate-84;

thence along said southerly right of way line the following three (3) courses:

(1) South 35"23"14" East 170.97 feet:

thence South 11"08'48" East 143.42 feet to the westerly boundary line of Schneller's Riverside Golf Club as described in that latin Deed recorded as Entry No. 1271967, in the Office of the Weber County Recorder;

thence along said westerly boundary line the following two (2) courses:

thence North 51" 49" 48" West 160.00 feet; thence South 38" 10"12" West 51.91 feet; thence North 51" 49" 48" West 111.78 feet; thence South 45" 20"54" West 15.11 feet; thence North 58" 18"37" East 2.72 feet; thence North 58" 18"37" East 2.72 feet;

thence North 41"52"53" West 211.50 feet:

Contains 464,786 Square Feet or 10.670 Acres, 34 Lots and 4 Open Space Parcels.

# OWNER'S DEDICATION

# **COLEMAN VU ESTATES PHASE 3**

Dedicate to public use all those parts or portions of said tract of land designated as streets, the same to be used as public thoroughfure Cost and convey to the subdeficies here owners were now every many as where the subdeficies the subdeficies of the converse of the subdeficies of the converse owners and the subdeficies of the converse owners of the subdeficies of the subdeficies of the subdeficies owners are subdeficies owners as well as common was a subdeficies owners and the subdeficies owners are subdeficies owners are subdeficies owners and the subdeficies owners are subdeficies owners and the subdeficies owners are subdeficies owners.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH |S.S.

of Limited Liability Company and that Hei'She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

NOTARY PUBLIC RESIDING IN\_\_\_\_\_

# **COLEMAN VU ESTATES PHASE 3**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18 TOWNSHIP 5 NORTH RANGE 1 WEST AND THE NORTHEAST QUARTER OF SECTION 13 TOWNSHIP 5 NORTH RANGE 2 WEST SALT LAKE RASE & MERIDIAN RIVERDALE CIT, WEBER COUNTY, UTAH SHEET 1 OF 2

WERER COUNTY RECORDER

P19 NOTH 400 West Laylon UT 84041 ENSIGN Phone: 801.547.1100 Fax: 801.593.6315

DATE DOMINION ENERGY LITAH

CITY ATTORNEY'S APPROVAL APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_ BY THE RIVERDALE CITY ATTORNEY. RIVERDALE CITY ATTORNEY

PLANNING COMMISSION APPROVAL CHAIRMAN, REVERDALE CITY PLANNING COMMISSION

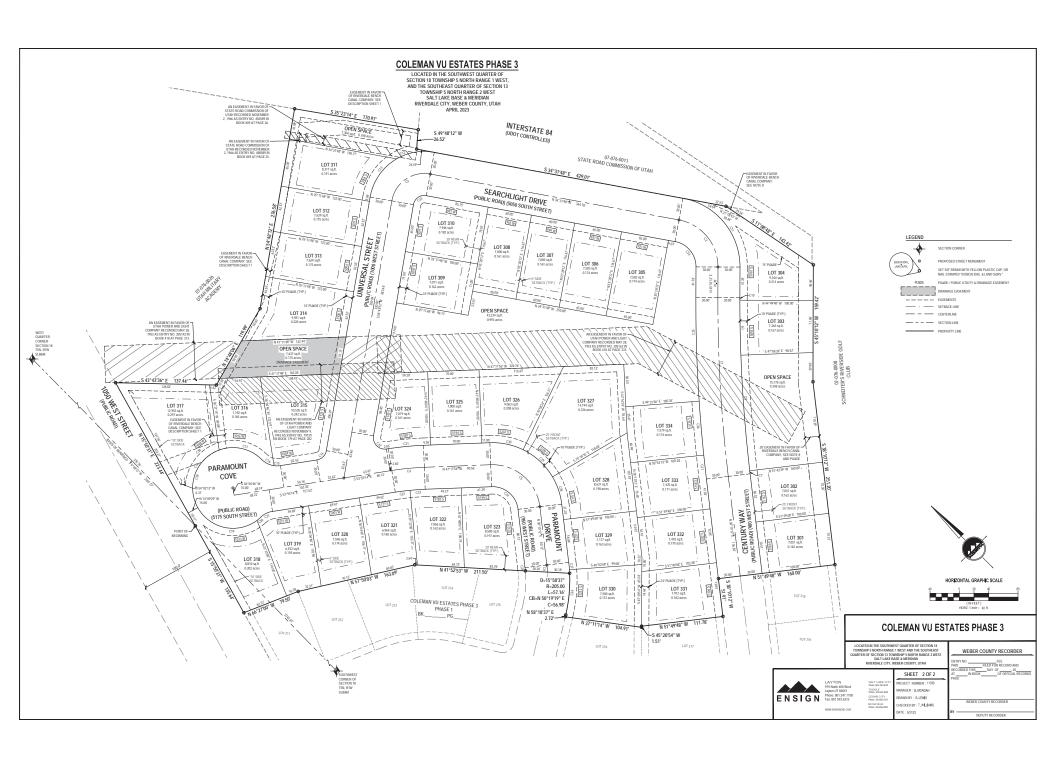
CITY ENGINEER'S APPROVAL Y CERTIFY THAT THE "OFFICE OF THE CITY ENGINEE DED THE FOREGOING PLAT AND IN OUR OPINION THE RIVERDALE CITY ENGINEER

APPROVED THIS \_\_\_\_\_\_DAY OF BY THE RIVERDALE CITY COUNCIL. QTY RECORDER

CITY COUNCIL APPROVAL

MANAGER: B. MORGAN RAWN BY: S.LEWIS HECKED BY : T. WILLIAMS DATE: 5/31/23

WEBER COUNTY RECORDER



# GENERAL NOTES

- ALL CONSTRUCTION MUST DIVERNALE CITY, APMA (C) LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO.

  IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN
- CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRI INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFI GRUBBING, AND FOOTINGS MUST SECORDINATED DIRECTLY WITH SOILS REPORT.
- 3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BIT
- CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO RIVERDALE CITY STANDARDS. WET DOWN DE MATERIALS AND RUBBISH TO PREVENT BLOWING.
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES
- 8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT
- ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
- 11. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL LITELITY COMPANY RECORDS. IT SHALL BE THE CONTRACTIONS FOR LILE RESPONDED THE OFFICE THE VARIOUS DITLITY COMPANES TO LOCALET THERE FACILITIES PROPE OF PROFESSION WITH CONTRIGUENT OF COMPRESSION SHALL BE PAID TO THE CONTRACTION FOR DAMAGE AND RESPAR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL SHART BISTALLITIONS ALT DOP PROFF AS LILE WORK GRANT FUTHER THESE PLANS TO THE PROFESSION SHAPE CONTRACTOR SHALL SHART STALLITIONS ALT DOP PROFF AS LIKE GRANT FUTHER THESE PLANS TO THE SHAPE CONTRACTOR SHALL SHART SHAPE CONTRACTOR SHAPE SHAPE CONTRACTOR SHAPE SHAPE CONTRACTOR SHAPE SHAPE CONTRACTOR SHAPE SHAPE SHAPE CONTRACTOR SHAPE S
- 12. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION, CONTRACTOR SHALL NOTBY THE ENGINEER F ANY DISCRETANCIES EXIST, FROM TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY FALM OR GRADE CHANGES, NO EXTRA COMPENSATION SHALL BE PAID THE ECONOMISMOR HAWING TO BE RECORD FOUR TO THE DIMENSIONS OR GRADE'S SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCRETANCE OF THE DIMENSIONS OR GRADE'S SHOWN INCORRECTLY ON THESE PLAYS, IF SUCH AND INTERCRETANCE OF THE STATE OF
- NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
- 15. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATIONS AND CONSTRUCTION DETAILS.
- TO MADE SET TO A CONTROL OF THE SET OF THE S
- THATE BELOW IS SEQUENTED TO LOCATE AND POINT. ALL EXPENSION FOR SECURITY THAN 5 ROTH INFORMATIALY AND VIRTUALLY CONTINUED. IN SECURITY AND SECURITY
- FOR CONTRACTOR FALS TO FALSO THE ASSOCIATE REQUIREMENT AND CONFECTS AND CONFECTION THE FOR CONTRACTOR FALSO.

  CONTRACTOR CONTRACTOR FALSO TO FALSO THE ASSOCIATION AND CONTRACTOR CONTRACTOR CONTRACTOR FALSO THE ASSOCIATION OF THE ASSOCIATION
- IT ANSES BETWEEN EXISTING UTILITIES AND DESIGN OTERTIES (ON ANOTHER ASPECT OF PROPOSED ION) AS DETERMINED UNDER 16.1, 16.2 OR 16.3 THE CONTRACTOR WILL NOTIFY THE ENGINEER IMMEDIATELY TO
- CONSTRUCTION AS DETERMINED UNDER 16. I. R. LOW 16. IN THE CANADAMENT OF THE STATE ASSESSED THE CORNICA STATE OF THE WEST OF THE STATE O
- 17. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.
- AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SANGUT TO A CLEAN, SMOOTH EDGE.
- 20. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED EDITION OF ADA ACCESSIBILITY
- 21. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT REQUIRED BY THE OWNER.
- 22. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.
- 23. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITY UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY ACEBCY'S STANDARD SPECIFICATIVE RE-TESTING ANDOR RE-INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
- 24. F EXSTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR PERMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS. THE CONTINUE/CORS PAUL BE RESPONSIBLE FOR PROTECTIVE DISTRING IMPROVEMENTS FOR DAMAGE. COST OF PERMOVEMENTS SHALL BE INCLUDED IN THE UNIT PROFE DOF DISTRING SELECTIVE DISTRING PROFESSIONAL BROWNER PRACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPARABILISTS TOWN IMPROVEMENTS.
- WHE NEVER MS NIGHT ACLITIES ARE HEADYFUL DRAWGELD BROKEN, OR CUIT IN THE INSTALLATION OF THE WORK CUPERED BY THESE PLANS OR SPECIFICATIONS, SADE PACIFIES SMALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXSTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER. AND THE RESPECTIVE REGULATION'S AGENCY.
- 26. COMPRICTOR SHALL MARKETA KARA Y LYMEND ST. OF THE LASK SECOND CHARMEN CONTROL FOR THE PARK LICECTURE AS LIVERTIC HAS A TREVIOUS AND OFFICE AS CONTROL FOR SHALL SHEED CHARMEN CONTROL FOR SHALL SHALL
- 27. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FIRST QUALITY ARET DO BE USED.
- 30. ASPHALT MOX DESIGN MUST BE SUBMITTED AND APPROVED BY THE RIVERDALE CITY PRIOR TO THE PLACEMENT
- 31. CONTRACTORS ARE RESPONSIBLE FOR ALL OSHA REQUIREMENTS ON THE PROJECT SITE
- A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE AS WELL AS A STORM WATER POLLUTION PREVENTION PLAN.

# UTILITY NOTES

- ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS, CITY AND STATE BECHINGFAIFFITS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE, UTAH PROMOTE AND 1 THE MUST INSLAND FOR THE FOLLOWING: THE INTERNATIONAL PLANNING CODE, UTAH DEPONDENCY WATER FEGLIATIONS, PAYM ANNIAL OF STANDARDEP RANS AND SPECEFACTIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO ALL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL COORDINATE LOCATION OF NEW 'DRY UTILITIES' WITH THE APPROPRIATE UTILITY COMPANY, INCLUDING BUT NOT LIMITED TO: TELEPHONE & INTERNET SERVICE, GAS SERVICE, CABLE, AND POWER.
- SECTION FUNDAMENTAL SAME BEES SAME OF THE PLANE BEEST OF THE TESTING THE SAME THE CONTRIBUTION SAME BEEST SAME THE THE CONTRIBUTION SECTION OF THE THE CONTRIBUTION SECTION OF THE CONTRIBUTION SAME THE CONTRIBUTION SECTION OF THE SECTION OF THE CONTRIBUTION SAME THE CONTRIBUTION OF THE
- A CADE SHOULD BE TAKEN IN ALL EXCANATIONS DUE TO DOSSIBLE EXISTENCE OF IMPECORDED LITHIUTY LINES. EXCAMATION
- TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APMA STANDARD SPECIFICATIONS (CURR
  EDITION), SECTION 33 G5.70 BACKFILLING TRENCHES, OR AS REQUIRED BY THE GEOTECHNICAL REPORT IF NATIVE
  MATERIALS ARE USED. NO NATIVE WHETERIALS ARE ALLOWED IN THE PIRE ZONE. THE MAXIMUM LET FOR BACKFILLING
  EXCAVATIONS IS DETERMINED BY THE GEOTECHNICAL RECOMMENDATIONS.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES AND FOR THE PROTECTION OF WORKERS.
- THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS
  WICLIDES, BUT IS NOT LIMITED TO VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH
  EXCHANTION. IT IS THE CONTRACTORS SERSON/ISBUTLY TO DETAIN PROMISSON, MADIOR EASIENTIES FORM THE
  APPROPRIATE COVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE
  PROPERTY LAWS.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR REPARRIS ANY DAMAGE, CAUSED BY ANY CORCITION INCLUDING SETTLEMENT, T DISTRIBUTED UTLITIES FROM WORK PREPORRED AT OR RAPE DESTING UTLITIES. THE CONTRACTOR SHALL TAKE ALL MICROSIES ASSESSANT OPROTECTED ALL SESTION REPAIRS AND EVENT REMOVEMENT ADMINISTRATION FOR ADMINISTRATION OF THE CONTRACTOR AT HISSNER EXPENSED BY THE CONTRACTOR AT HISSNER EXPENSE TO THE ASSISTANTIANCE OF MONRED C'S AND ACUSINES.
- 9. ALL WATER LINE AND SEWER LINE INSTALLATION AND TESTING TO BE IN ACCORDANCE WITH LOCAL RIVERDALE CITY'S
- 10. ALL MANHOLES, HYDRANTS, WALVES, CLEANOUT BOXES, CATCH BASINS, METERS, ETC. MUST BE RAISED OR LOWERED THING GRADE PER APPLY CHIRDREN'S FORTIONS OF ANNI MEDICATION DEVALUATION. THAT CHARLE PER APPRIA CURRENT EDITION) STANDARDS AND INSPECTION REQUIREMENTS. SOURCHE IS CULLARS MINST BE CONSTRUCTED ON ALL MAMMEDES, CLEANOUR BOXES, CATCH ABOXES, AND WALVES PER APPRIA STANDARDS. ALL MANHED CATCH BASIN, OR CLEANOUR BOX CONNECTIONS MUST BE MADE WITH THE PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED ON ESALED.
- 11. CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION.
- SILT AND DEBRIS ARE TO BE CLEANED OUT OF ALL STORM DRAIN BOXES. CATCH BASINS ARE TO BE MAINTAINED IN A CLEANED CONDITION AS NEEDED UNTIL AFTER THE FINAL BOND RELEASE INSPECTION.
- CONTRACTOR SHALL CLEAN ASPHALT, TAR OR OTHER ADHESIVES OFF OF ALL MANHOLE LIDS AND INLET GRATES TO ALLOW ACCESS.
- 14. EACH TRENCH SHALL BE EXCAVATED SO THAT THE MPE CAN BE LAID TO THE ALIGNMENT AND GRADE AS REQUIRED. THE TRENCH WALL SHALL BE SO BRACED THAT THE WORKMEN MAY WORK SAFELY AND EFFICIENTLY. ALL TRENCHES SHALL BE DRIANED SO THE MPE LAYNOR MAY TAKE PLACE IN DEWATERED CONDITIONS.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES AMPLE MEANS AND DEVICES WITH WHICH TO REMOVE PROMPTLY AND TO PROPERLY DISPOSE OF ALL WATER ENTERING THE TRENCH EXCAVATION.
- 17. CONTRACTOR SHALL INSTALL THRUST BLOCKING AT ALL WATERLINE ANGLE POINTS AND TEES.
- ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, GUTTER, SIDEWALK AND STREET PAYING.
- 19. CONTRACTOR SHALL INSTALL MAGNETIC LOCATING TAPE CONTINUOUSLY OVER ALL NONMETALLIC PIPE.

# TRAFFIC CONTROL AND SAFETY NOTES

- TRAFFIC CONTROL AND STREPING TO CONFORM TO THE CURRENT MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUT.C.D.).
- 2. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT M.U.T.C.D.
- NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE APPROPRIATE AGENCY, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
- THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
- DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLAND TEMPORARY STREET STRPING AND REMOVAL OF INTERFERING STRPING BY SANDREASTING. THE DETOURING STI PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE RIVERDALE CITY FOR REVIEW AND APPROVAL.
- ALL TRAFFIC CONTROL DEWICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE RIVERDALE CITY.
- 7. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.
- 8 ALL PERMANENT TRAFFIC CONTROL DEVICES CALLED FOR HEREON SHALL RE IN PLACE AND IN FINAL POSITION PRIOR TO ALLOYING ANY PUBLIC TRAFFIC ONTO THE PORTIONS OF THE ROAD(S) BEING IMPROVED HEREUNDER, REGARDLESS OF THE STATUS OF COMPLETION OF PAVING OR OTHER OFF-SITE IMPROVEMENTS CALLED FOR BY THESE PLANS.
- THE CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING UTAH TRANSIT AUTHORITY (UTA) IF THE CONSTRUCTION INTERRUPTS OR RELOCATES A BUSSTOP OR HAS AN ADVERSE EFFECT ON BUS SERVICE ON THAT STREET TO ARRANGE FOR TEMPORARY RELOCATION OF STOP.

- NATION SHOWN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS DERIVED FROM ON-SITE SURVE AND MAY NOT BE LOCATED CORRECTLY AND IS NOT ALL INCLUSIVE. CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES WITHIN THE PROJECT LIMITS BEFORE BEGINNING DEMOLITION CONSTRUCTION.
- THERE MAY BE BURIED UTILITIES WITHIN THE LIMITS OF DISTURBANCE THAT ARE NOT SHOWN ON THE PLANS DUE TO LACK.
   OF MAPPING OR RECORD INFORMATION. CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN UNEXPECTED UTILITIES ARE
- 1 THE CONTRACTOR SHALL BE FILLY RESPONSED FOR DELICATING AND PROFITEDING FROM DAMAGE ALL EXESTING UTILITIES AND IMPROVEMENTS WHETHER OR NOT SOCIATION OF THE FLACE HE ALCELITIES AND IMPROVEMENTS WHE ELEVALD TO ACCURACY OF THE COLOSTORS. ANY COMPRESE OF PREFORMING WORK ON THIS SPROGET SHEET AND ALMANUARS WHITE WITH HE STEE AND SHALL BE HELD SOLELY RESPONSED FOR ANY DAMAGE TO DESTING FACILITIES STEEL THE DIRECTLY. OR RISDICTLY, FORMAN SOCIATIONS OF MERTING ROWS TO SHEET SHEET

# GRADING AND DRAINAGE NOTES

- SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL RELATED ADDENDUMS.
- ONTRACTOR SHALL STRIP AND CLEAR THE TOPSOIL, MAJOR ROOTS AND ORGANIC MATERIAL FROM ALL PRO NG AND PAVEMENT AREAS PRIOR TO SITE GRADING. (THE TOPSOIL MAY BE STOCKPILED FOR LATER USE IN LANDSCAPED AREAS.)
- THE CONTRACTOR SHALL REMOVE ALL ORGANIC MATERIAL AND OTHER DELETERIOUS MATERIALS PRIOR TO PLACING GRADING FILL OR BASE COUNSE. THE AREA SHOULD BE PROOF ROLLED TO IDENTIFY ANY SOFT AREAS. WHERE SOFT AREAS ARE ROCOUNTERED THE CONTRACTOR SHALL REMOVE THE SOIL AND REFLACE WITH COMPACTED FILL.
- 4. ALL DEBRIS PILES AND BERMS SHOULD BE REMOVED AND HAULED AWAY FROM SITE OR USED AS GENERAL FILL IN
- THE CONTRACTOR SHALL CONSTRUCT THE BUILDING PAID TO THESE DESIGN PLANS AS PART OF THE SITE GRADING CONTRACT, AND STRICTLY ADHERE TO THE SITE PREPARATION AND GRADING REQUIREMENTS OUTLINED IN THE GEOTECHNICAL REPORT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE AND DEBRIS ON ADJACENT STREETS WHEN EQUIPMENT IS TRAVELING THOSE STREETS.
- 8. THE CONTRACTOR SHALL BE FAMILIAR WITH ALL CONDITIONS AND RECOMMENDATIONS OUTLINED IN THE GEOTECHNICA REPORT AND TAKE ALL NECESSARY PRECAUTIONS AND RECOMMENDED PROCEDURES TO ASSURE SOUND GRADING PRACTICES.
- THE CONTRACTOR SHALL TAKE APPROPRIATE GRADING MEASURES TO DIRECT STORM SURFACE RUNOFF TOWARDS CATCH BASINS.
- 10. THE LOCATIONS OF HURBERGROUND FACULTIES SHOWN ON THESE PLANS ARE RASED ON ON SITE SURFEY. IT SHALL BE THE CONTRACTORS FULL RESPONSIBILITY TO CONTACT THE WARDOUS UTILITY COMPANIES TO LOCATE THEIR FACILITY PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPRESATION SHALL BE PAD TO THE CONTRACTOR FOR DAMAGE AND SEPART OT THESE FACULTIES CAUSED BY HE WORK FORCE.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM ALL NECESSARY CUTS AND FILLS WITHIN THE LIMITS
  OF THIS PROJECT AND THE RELATED OFF-SITE WORK. SO AS TO GENERATE THE DESIRED SUBGRADE. FINISH GRADES, AND SLOPES SHOWN.
- 12. THE CONTRACTOR IS WARNED THAT AN EARTHWORK BALANCE WAS NOT NECESSARILY THE INTENT OF THIS PROJECT. ANY ADDITIONAL MATERIAL RECURRED OR LEFTOVER MATERIAL FOLLOWING EARTHWORK OPERATIONS BECOMES THE RESPONSIBILITY OF THE CONTRACTOR.
- 14. ALL CUT AND FILL SLOPES SHALL BE PROTECTED UNTIL EFFECTIVE EROSION CONTROL HAS BEEN ESTABLISHED.
- 15. THE USE OF POTABLE WATER WITHOUT A SPECIAL PERMIT FOR BUILDING OR CONSTRUCTION PU CONSCILIDATION OF BACKFILL OR DUST CONTROL IS PROHBITED. THE CONTRACTOR SHALL OBT PERMITS FOR CONSTRUCTION WATER FROM RIVERDIAL CITY.
- 16. THE CONTRACTOR SHALL MAINTAIN THE STREETS, SIDEWALKS, AND ALL OTHER PUBLIC RIGHT-OF-WAY'S IN A CLEAN, SAFE AND USABLE CONDITION, ALL SPILLS OF SOIL, ROCK OR CONSTRUCTION DEBRES SHALL BE PROMPTLY REMOVED FROM TH PUBLICLY COMPRED PROPERTY DEBRIGG CONSTRUCTION BUT OPPORT COMPRED ON THE PRODECT. ALL ADJACENT PROPERTY, PRINATE OR PUBLIC, SHALL BE MAINTAINED IN A CLEAN, SAFE, AND USABLE CONDITION.

## UDOT NOTES

ABBREVIATIONS

AMERICAN PUBLIC WORKS ASSOCIATION

BOTTOM OF STEP BEGIN VERTICAL CURVE CURVE

CATCH BASIN CURB FACE OR CUBIC FEET CLEAN OUT

- THE CONTRACTOR IS TO OBTAIN AN ENCROACHMENT PERMIT FROM THE APPLICABLE UDOT REGION PERMIT OF TO COMMENCING WORK WITHIN UDOT RIGHT OF WAY, WORKING HOUR LIMITATIONS WILL BE LISTED IN THE LIM SECTION OF THE ENCROACHMENT PERMIT.
- UDOT RESERVES THE RIGHT, AT ITS OPTION, TO INSTALL A RAISED MEDIAN ISLAND OR RESTRICT THE ACCESS TO A RIGHT-IN OR RIGHT-OUT AT ANY TIME.
- OWNER, DEVELOPER, AND CONTRACTOR ARE RESPONSIBLE FOR ANY DAMAGES DIRECTLY OR INDIRECTLY WITHIN THE UDOT RIGHT-OF-WAY AS A RESULT OF DEVELOPMENT ACTIVITIES.
- ALL SIGNS INSTALLED ON THE UDOT RIGHT-OF-WAY MUST BE HIGH INTENSITY GRADE (TYPE XI SHEETING) WITH A B3 SLIP BASE. INSTALL ALL SIGNS PER UDOT SIN SERIES STANDARD DRAWINGS.
- 7. COMPLY WITH THE REQUIREMENTS OF UTAH CODE 17-23-14 (DISTURBED CORNERS COUNTY SURVEYOR TO BE NOTIFIED

# LEGEND

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- SECTION CORNER EXISTING MONUMENT PROPOSED EDGE OF ASPHALT --- EXISTING STRIPING PROPOSED MONUMENT EXISTING REBAR AND CAP - PROPOSED STRIPING SET ENSIGN REBAR AND CAP — — x — — EXISTING FENCE EXISTING WATER METER PROPOSED FENCE - · · - · · - EXISTING FLOW LINE EXISTING WATER MANHOLE - PROPOSED FLOW LINE PROPOSED WATER MANHOLE ---- GRADE BREAK EXISTING WATER BOX — ≈1 — EXISTING STORM DRAIN LINE EXISTING WATER VALVE PROPOSED WATER VALVE EXISTING FIRE HYDRANT CATCHMENTS PROPOSED FIRE DEPARTMENT CONNECTION — — 55 — — EXISTING SANITARY SEWER
- EXISTING SECONDARY WATER VALVE PROPOSED SECONDARY WATER VALVE ----- PROPOSED SAN SWR SERVICE LINE EVICTING IDDICATION DOV — H — EXISTING LAND DRAIN LINE
- PROPOSED IRRIGATION VALVE ---- PROPOSED LAND DRAIN SERVICE LINE EXISTING SANITARY SEWER MANHOLE — — w — — EXISTING CULINARY WATER LINE

— g — EXISTING GAS LINE

ACCESSIBLE ROUTE

TEMPORARY BERM

SF TEMPORARY SILT FENCE

PROPOSED CONTOURS

BUILDABLE AREA WITHIN SETBACKS

PUBLIC DRAINAGE EASEMENT

EXISTING ASPHALT TO BE REMOVED

· · · · · · · · SAW CUT LINE

STRAW WATTLE

E====== EXISTING WALL

PROPOSED WALL ===== EXISTING CONTOURS

PROPOSED ASPHALT

P. こうでです Existing CURB AND GUTTER

PROPOSED CURB AND GUTTER PROPOSED REVERSE PAN CURB AND GUTTER

CONCRETE TO BE REMOVED EXISTING CONCRETE

PROPOSED CONCRETE

BUILDING TO BE REMOVED

EXISTING BUILDING

PROPOSED BUILDING

TRANSITION TO REVERSE PAN CURB

— — : — — EXISTING TELEPHONE LINE

- 0 0 PROPOSED SANITARY SEWER MANHOLE EXISTING SANITARY CLEAN OUT ---- PROPOSED CULINARY WATER SERVICE LINE
- 0 - - sw -- - EXISTING SECONDARY WATER LINE Ш ----- PROPOSED SEC. WATER SERVICE LINI
- EXISTING STORM DRAIN CATCH BASIN - - ir - - EXISTING IRRIGATION LINE Ξ
- ⊚≣ EXISTING STORM DRAIN COMBO BOX — — e — — EXISTING ELECTRICAL LINE
- ALL CONSTRUCTION WITHIN THE UDOT RIGHT-OF-WAY SHALL CONFORM TO THE MOST CURRENT UDOT STANDARD (INCLUDING SUPPLEMENTAL) DRAWINGS AND SPECIFICATIONS.

- OWNER, DEVELOPER, AND/OR CONTRACTOR IS REQUIRED TO HIRE AN INDEPENDENT COMPANY FOR ALL TESTING WITHIN
  THE UDD'T RIGHT-OF-WAY.

- PROPOSED STORM DRAIN CATCH BASIN ⊖∦ PROPOSED STORM DRAIN COMBO BOX EXISTING STORM DRAIN CLEAN OUT

EXISTING STORM DRAIN CLEAN OUT BOX

- EXISTING STORM DRAIN CULVERT PROPOSED STORM DRAIN CULVERT TEMPORARY SAG INLET PROTECTION mmC TEMPORARY IN LINE INLET PROTECTION • ROOF DRAIN
- EXISTING ELECTRICAL MANHOLE Œ EXISTING ELECTRICAL BOX
- EXISTING TRANSFORMER
- B EXISTING UTILITY POLE EXISTING LIGHT
- ppoposen light

  - Ñ EXISTING GAS VALVE 0 EXISTING TELEPHONE MANHOLE
  - EXISTING TELEPHONE BOX 1 EXISTING TRAFFIC SIGNAL BOX
  - 30 EXISTING CABLE BOX
  - -EXISTING SIGN PROPOSED SIGN EXISTING SPOT ELEVATION
  - PROPOSED SPOT ELEVATION EXISTING FLOW DIRECTION 63
  - EXISTING TREE DENSE VEGETATION

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SE

- FLOW LINE OR FLANGE GRADE BREAK GATE VALVE HANDICAP LAND DRAIN LINEAR FEET LOW POINT
- ON CENTER ON CENTER EACH WAY OVERHEAD POWER POINT OF CURVATURE OR PRESSURE CLASS POINT OF COMPOUND CURVATURE POINT OF INTERSECTION
  - PUNIT OF INTERSECTION
    PLASTIC IRRIGATION PIPE
    POST INDICATOR VALVE
    PROPERTY LINE
    POINT OF REVERSE CURVATUR
    PROPOSED
    POINT OF VERTICAL CURVATUR
    POINT OF VERTICAL CURVATUR
    POINT OF VERTICAL TRESSECT
    POINT OF VERTICAL TRANSENCY
- STA SW SWL TBC TOG TOA TOC TOF TOW TOS TYP TOP BACK OF CURB TOP OF GRATE TOP OF ASPHALT TOP OF ASPHALT
  TOP OF COUNDATION
  TOP OF WALL
  TOP OF STEP
  TYPICAL
  VERTICAL CURVE WALL INDICATOR VALVE WATER LINE

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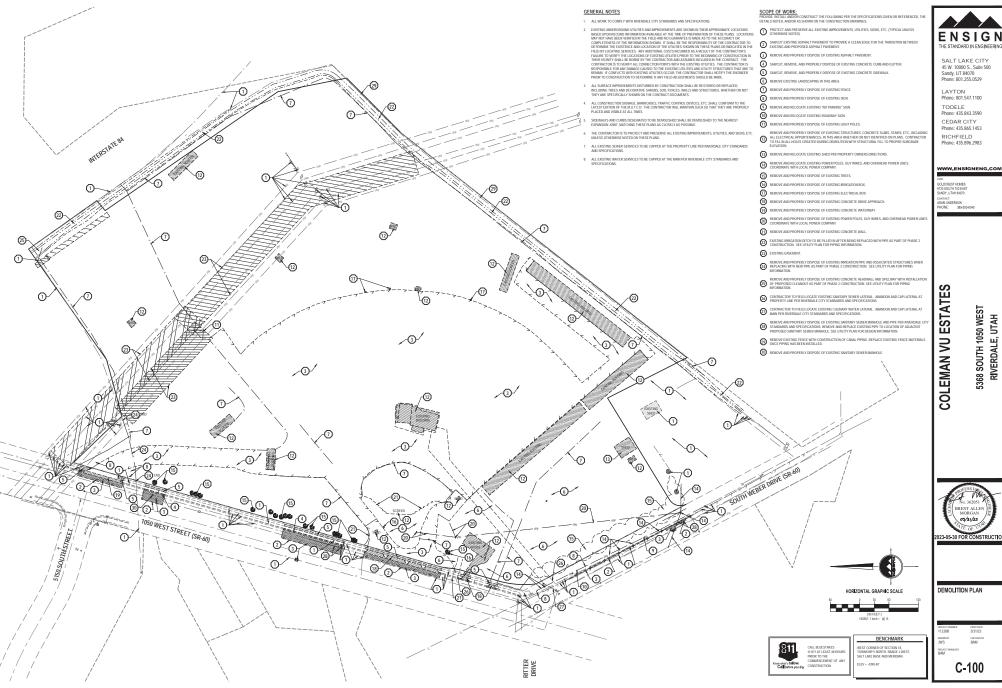
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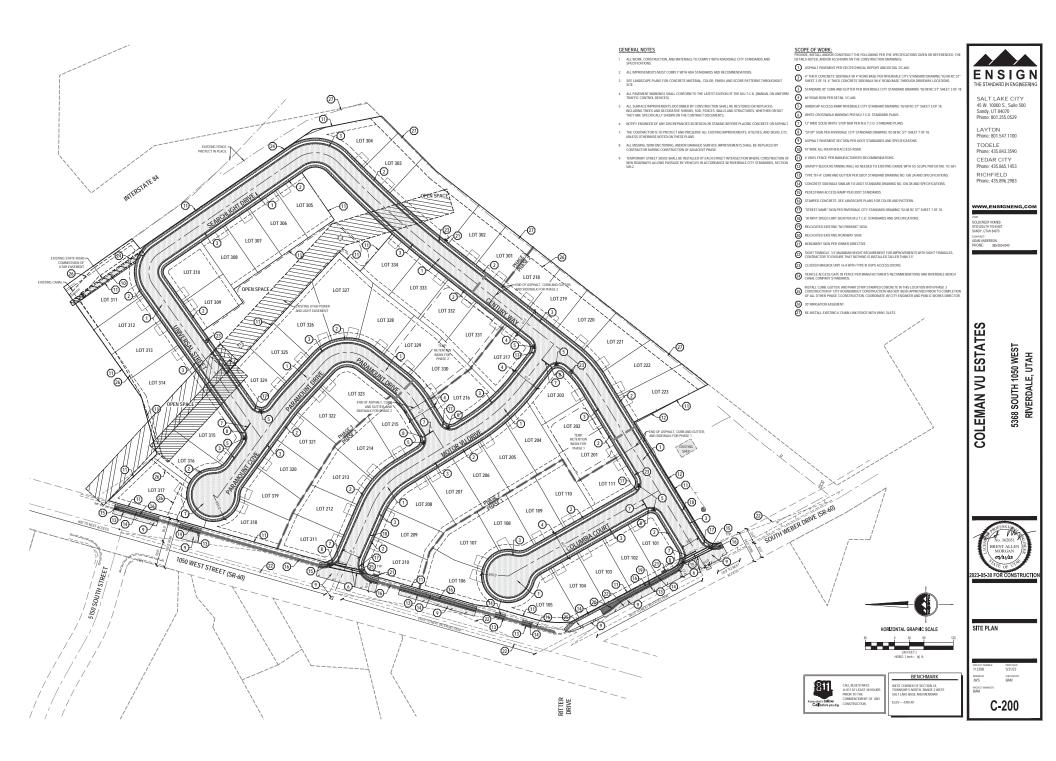
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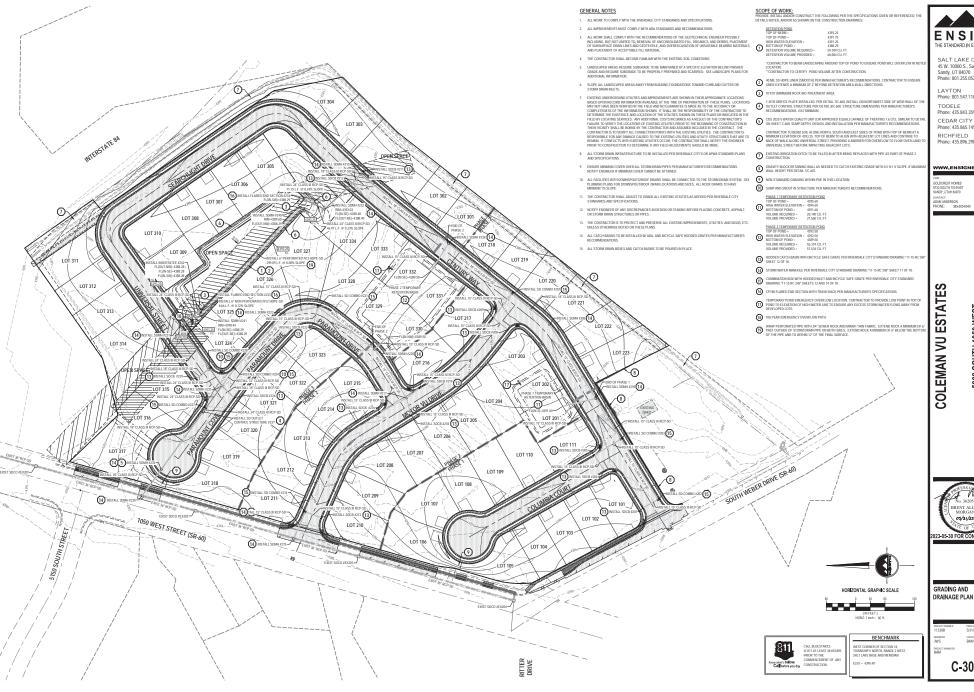
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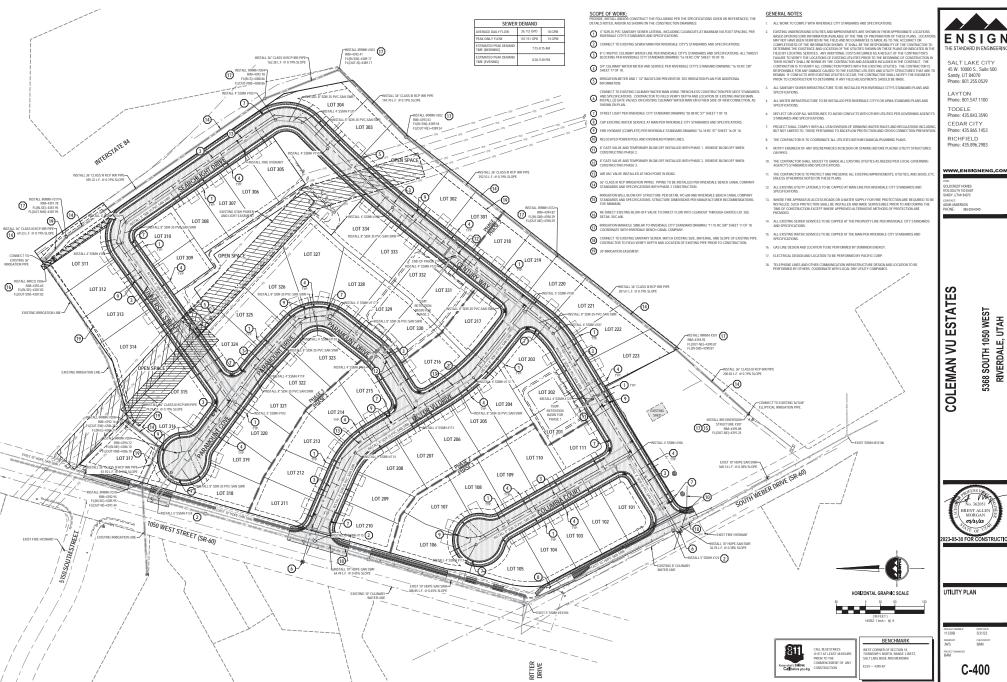
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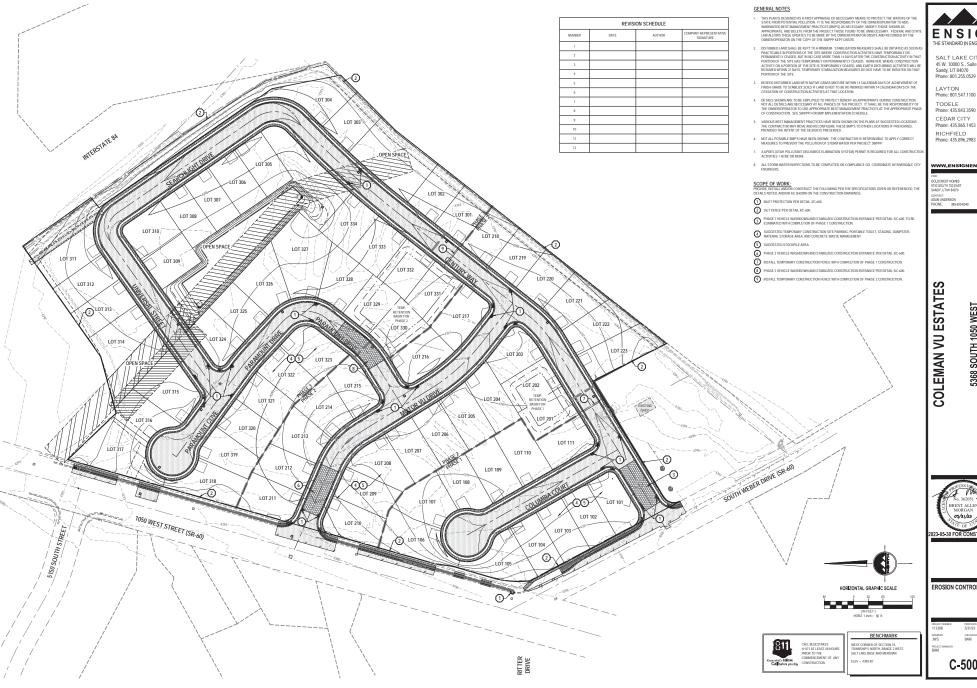
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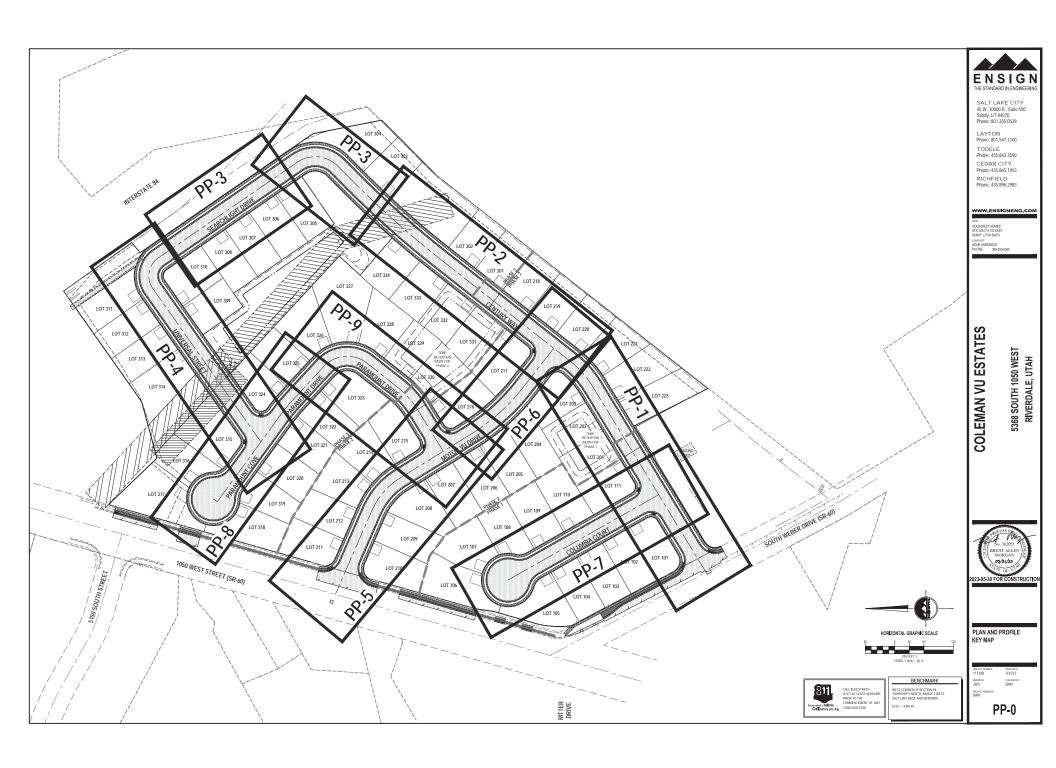
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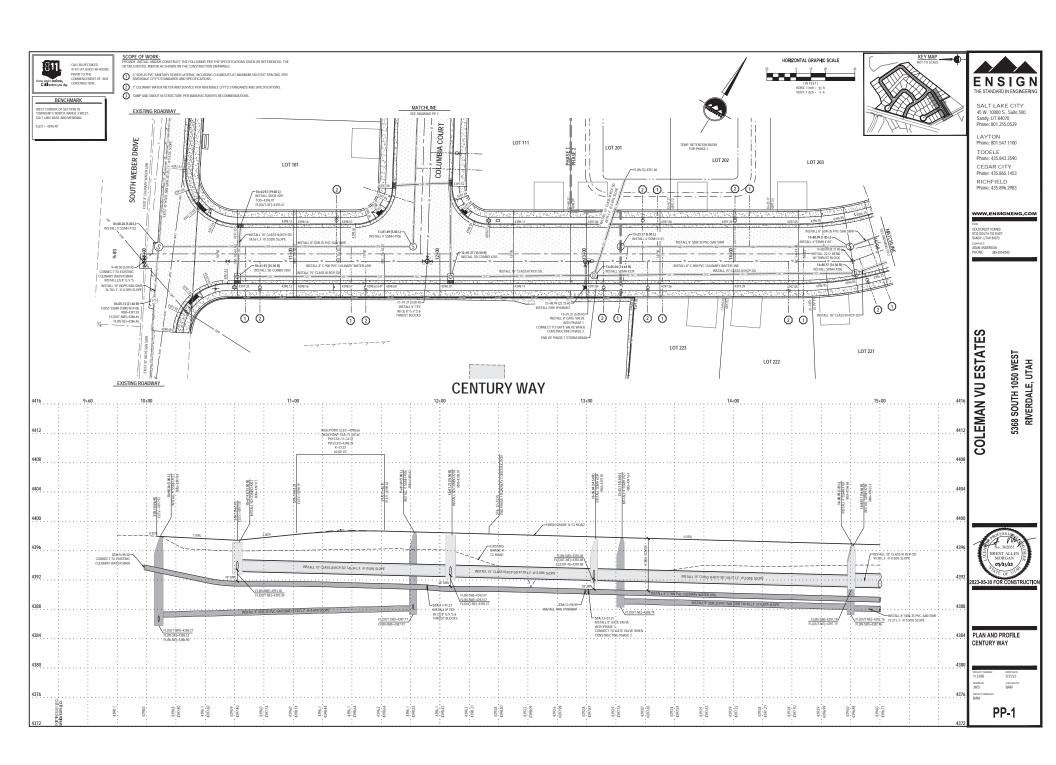
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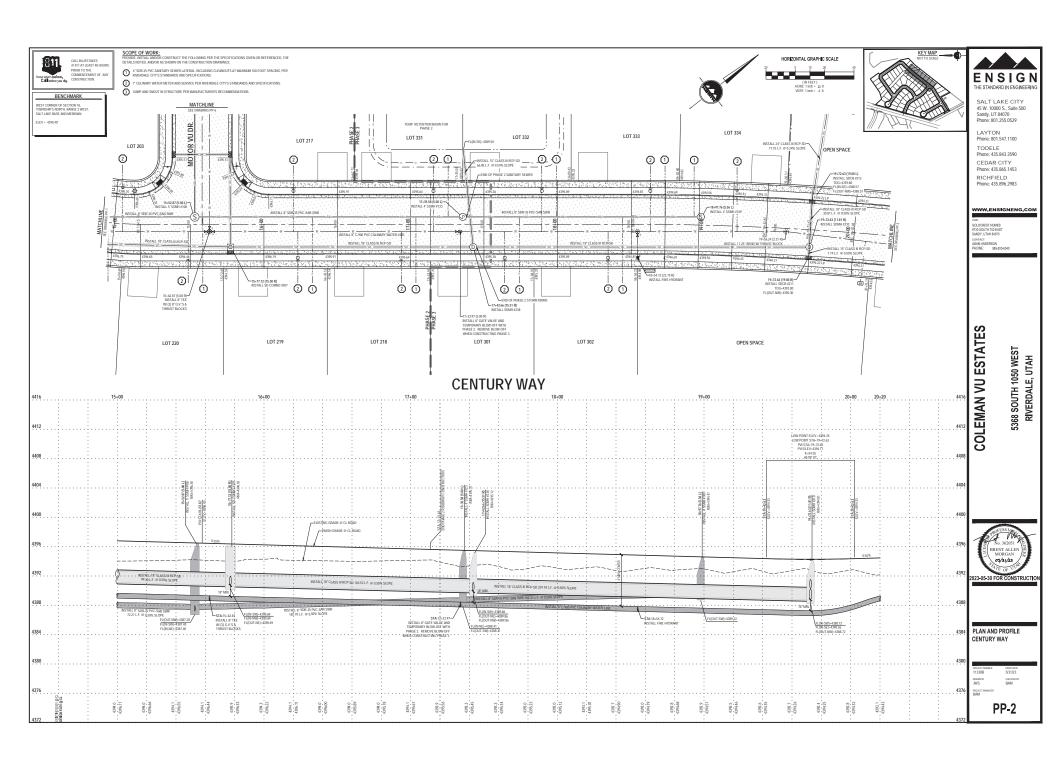
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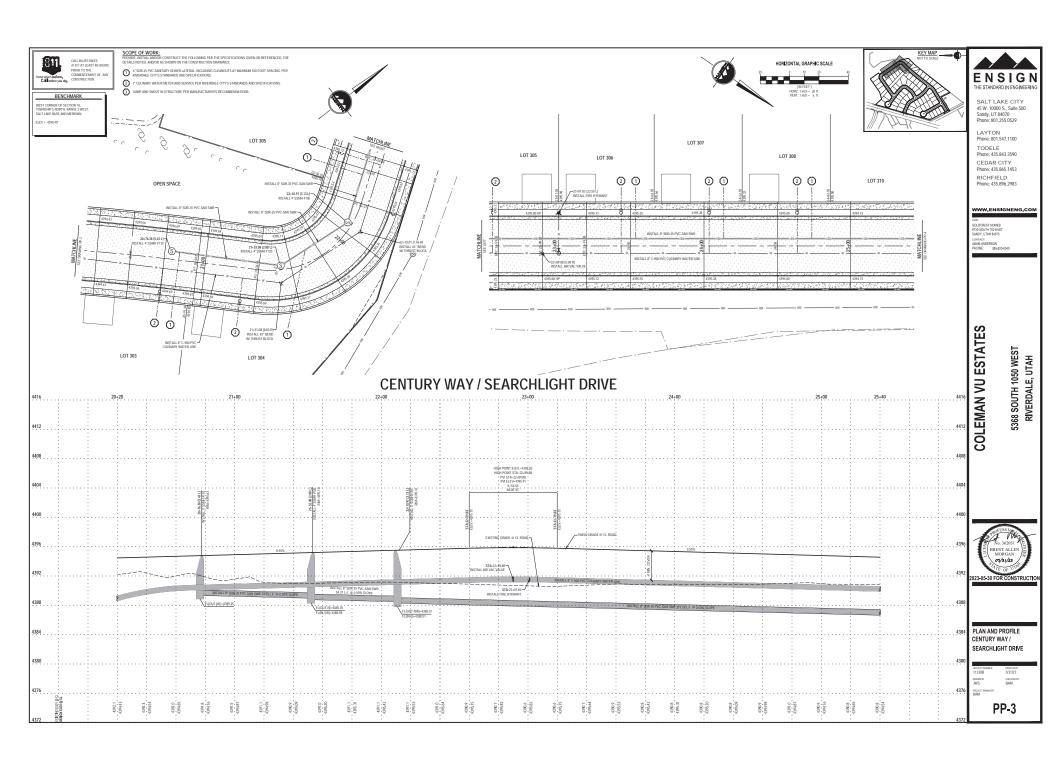
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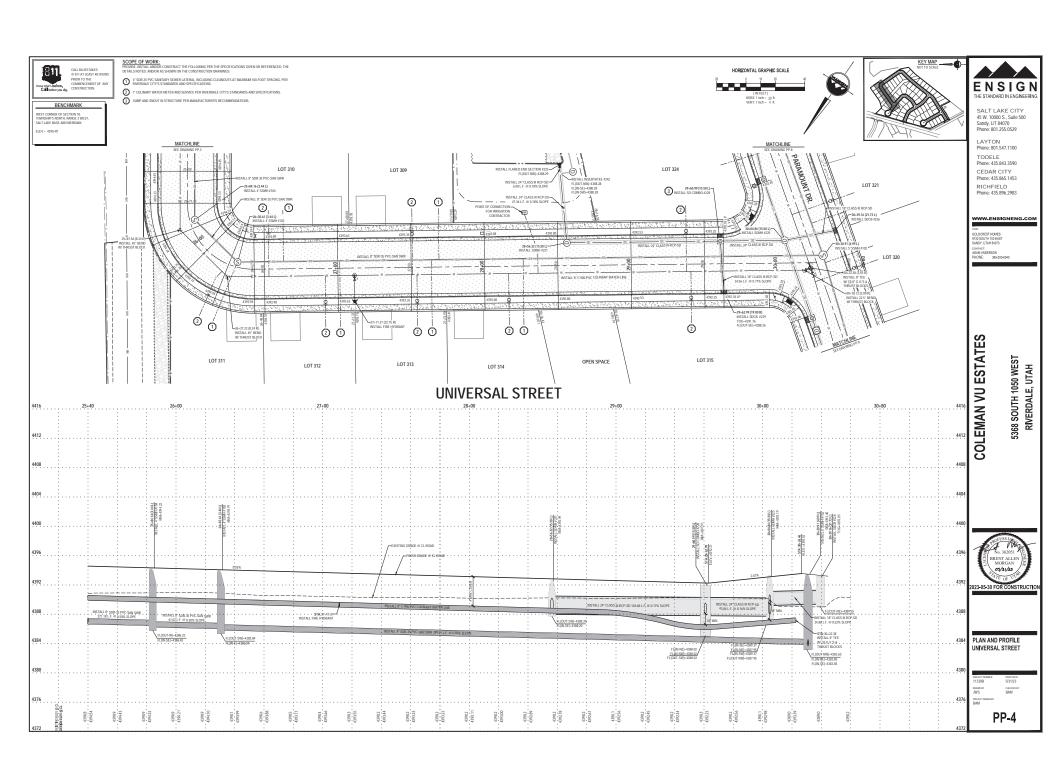
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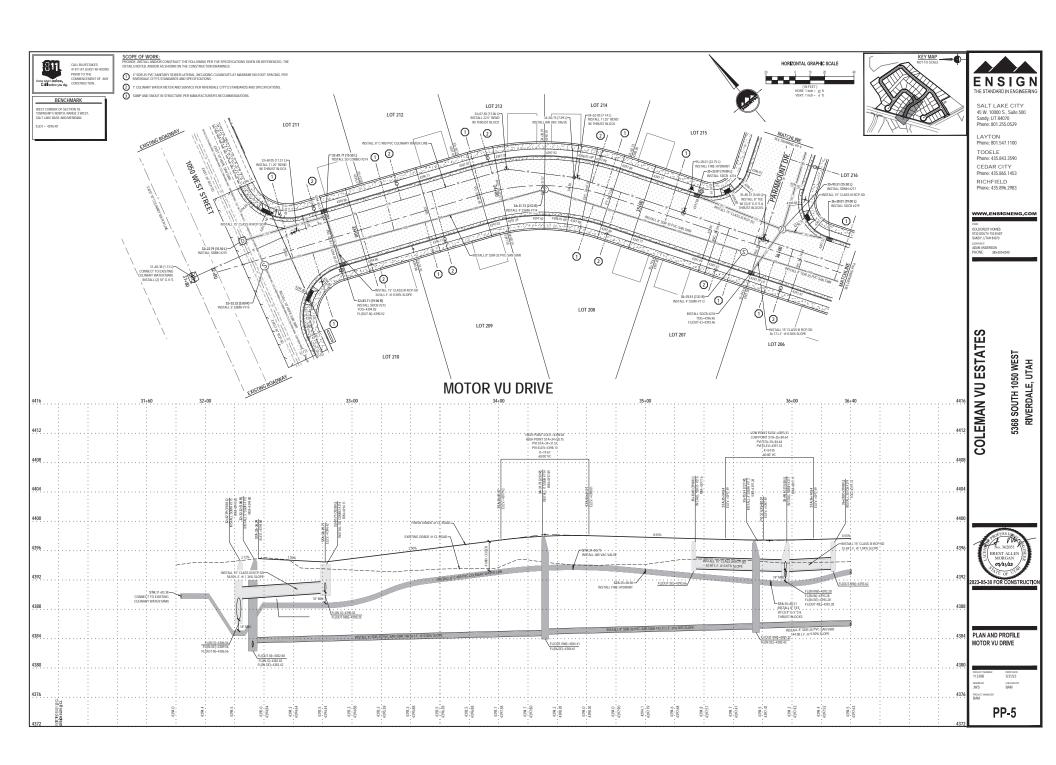


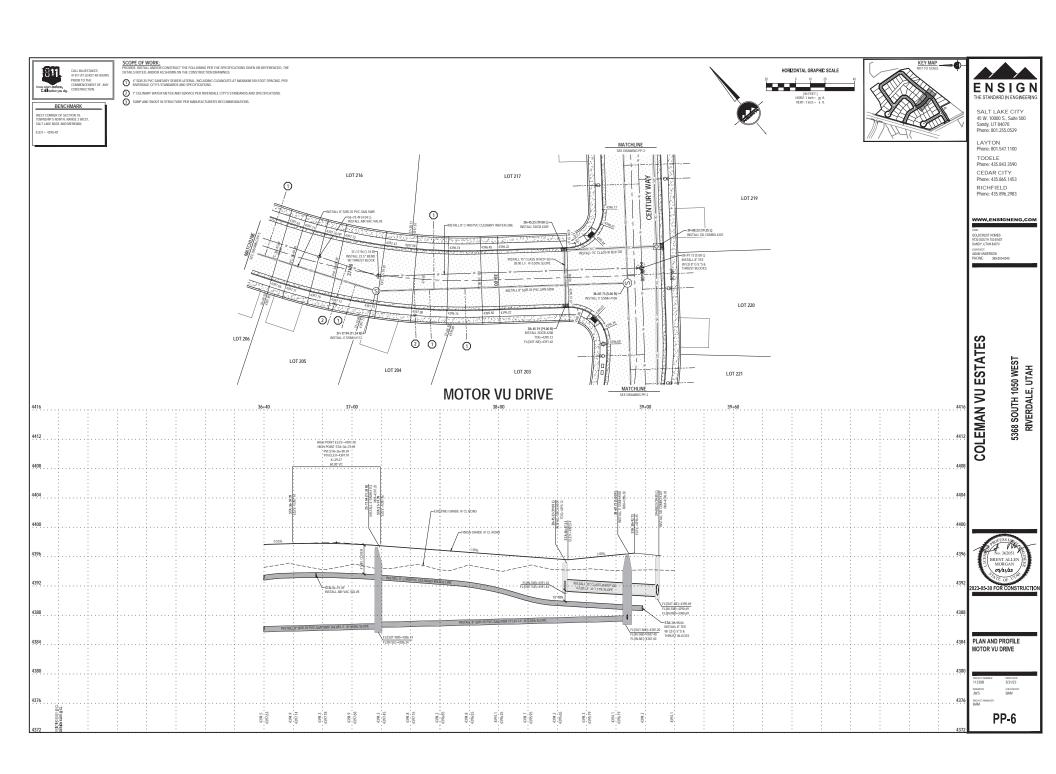


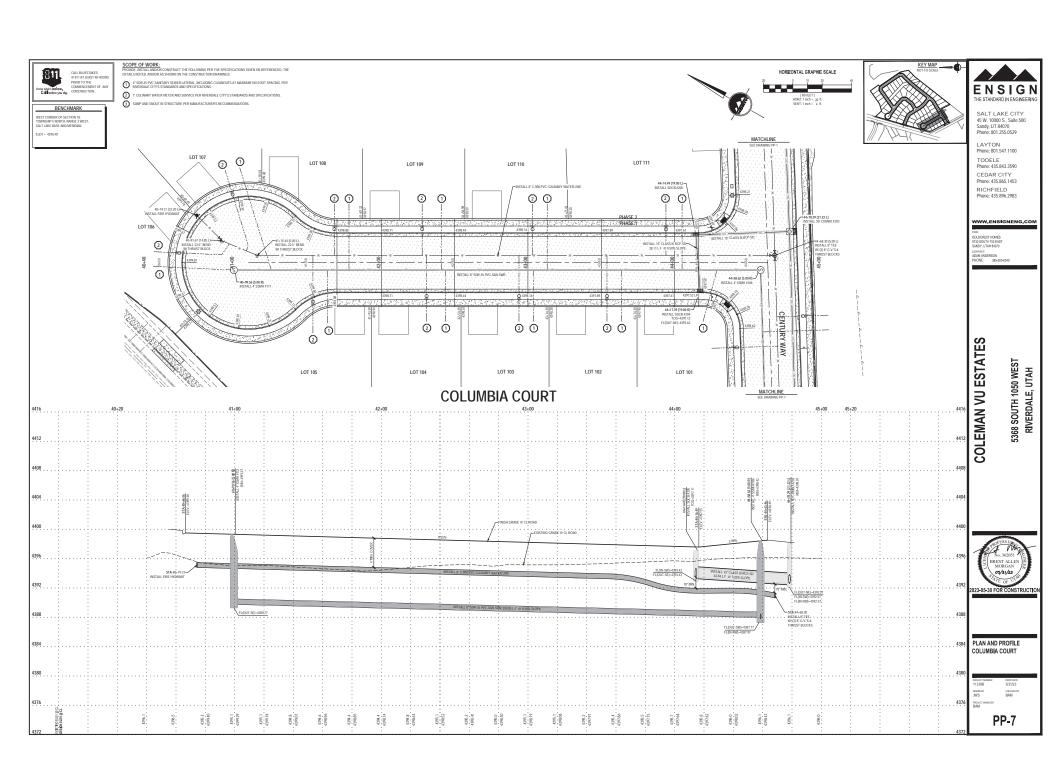


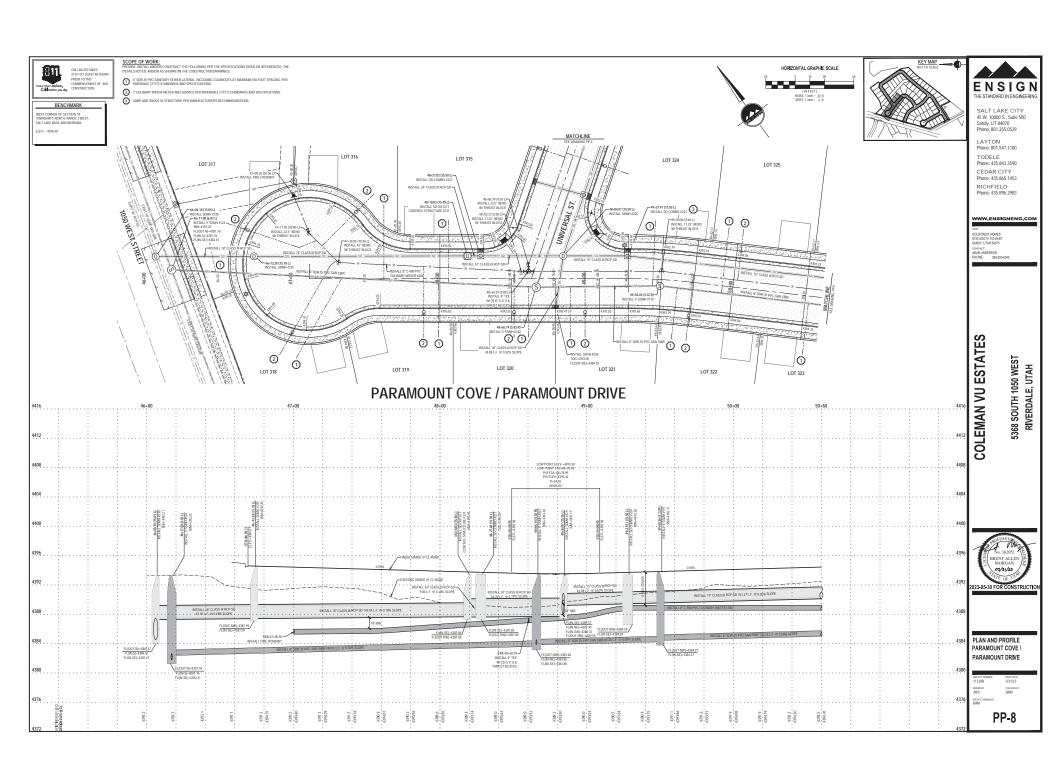


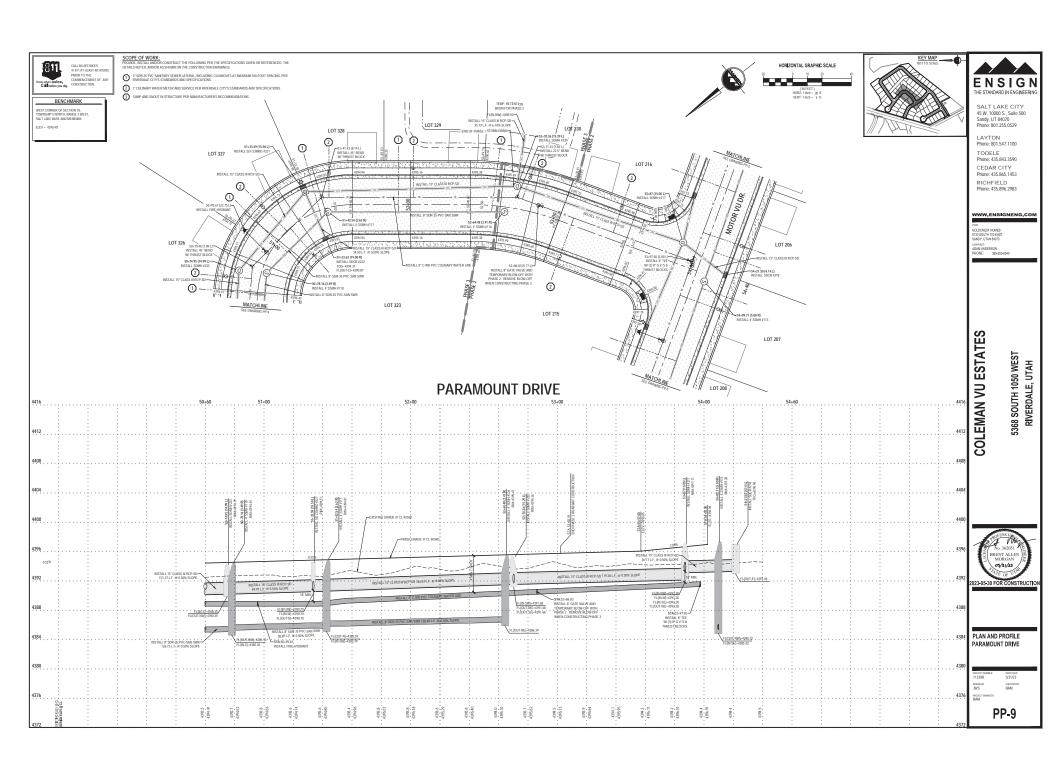


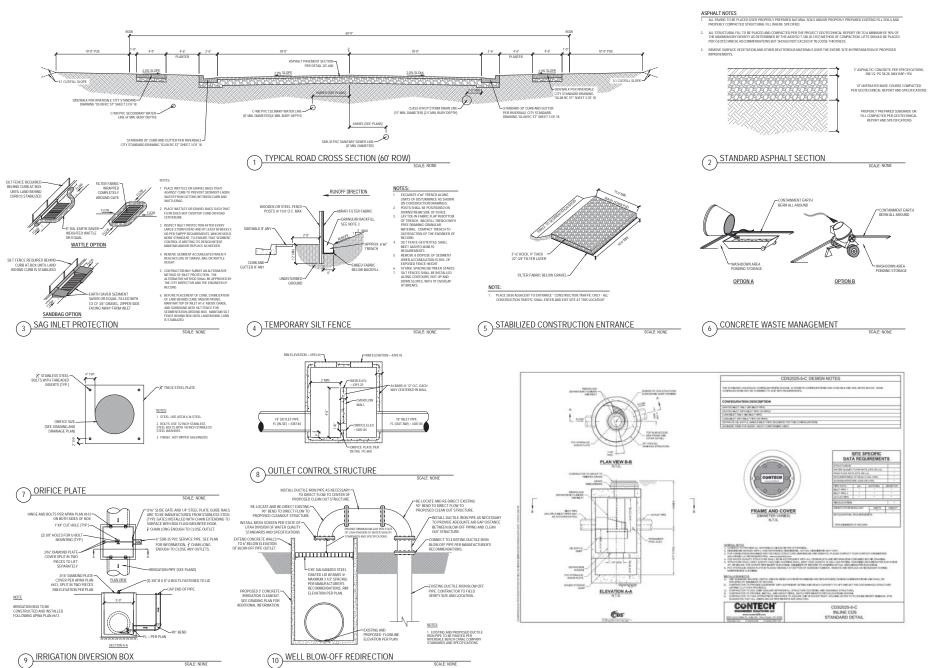












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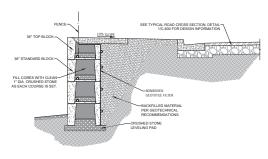
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DETAILS

C-600



GRAVITY BLOCK RETAINING WALL SECTION
SCALE NONE



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FOR: GOLDCREST HOMES 9730 SOUTH 700 EAST SANDY, UTAH 84070 CONTACT: ADAM ANDERSON

COLEMAN VU ESTATES

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DETAILS

POLICET NUMBER PRINT DATE
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## RIVERDALE CITY PLANNING COMMISSION PUBLIC HEARING NOTICE

Riverdale City gives notice that on Tuesday, September 13, 2022, at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Planning Commission will hold a public hearing to receive and consider public comments regarding the following:

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.

The public is invited to review and inspect all information available concerning such proposal(s) at the Riverdale City Offices during the regular office hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. The public or any interested parties may present written or oral testimony to the Riverdale City Planning Commission concerning the proposed action at the aforementioned time and place.

#### **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 2<sup>nd</sup> day of September, 2022 at the following locations: 1) Riverdale City Hall Noticing Board 2) Riverdale City website at http://www.riverdalecity.com/ 3) the Public Notice Website: http://www.utah.gov/pmn/index.html .

This notice is scheduled to be published in the Standard Examiner on Saturday, September 3, 2022.

Michelle Marigoni Riverdale City Recorder



# OFFICIAL AD PROOF

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#### PUBLIC NOTICE

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