



CENTERVILLE CITY PLANNING COMMISSION AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY PLANNING COMMISSION WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON OCTOBER 27, 2021 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET. THE AGENDA IS SHOWN BELOW.

Meetings of the Planning Commission of Centerville City may be conducted via electronic means pursuant to Utah Code Ann. 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Jacob Smith, Administrative Services Director, at 801-295-3477, giving at least 24 hours notice prior to the meeting.

The full packet of backups can be found at <http://centerville.novusagenda.com/agendapublic>.

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

D. COMMISSION BUSINESS

1. ADMINISTRATIVE RECOMMENDATION - Final Subdivision - Summerhill Lane
Review and Prepare a Recommendation to the City Council regarding the Final Subdivision Plat for properties located at 2125 North Main Street. Symphony Homes, Applicant
2. ADMINISTRATIVE DECISION - Final Site Plan - The Pastures Phase 3
Review Phase 3 Final Site Plan for a third commercial building at approximately 1230 N 1300 W. Final Site Plan after Conceptual Site Plan approval on April 28, 2021.
3. ADMINISTRATIVE DECISION - Final Site Plan - ACC Auto (Truck World)
Review and consider Final Site Plan Approval, for 155 South Frontage Road, ACC-Truck World, Applicant
4. Community Development Director's Report
Next Planning Commission Meeting - November 10, 2021:
Tentative Items:

- *ACC - Truck World CUP Amendment*
- *Canyon Point - Final Site Plan*
- *Pastures Phase 3 - Final Site Plan*
- *Hafoka Residence - Final Site Plan*

City Council Report:

- *Directed a Zone Text change to the six-month residency requirement for Internal ADU's*

Commission Goals Update:

- *Parking Update Study - study results expected to be complete by the end of October*
- *Subdivision Ordinance - underway with City Attorney*
- *Food Truck Ordinance - in early draft form*
- *Single-family on unplatted lots - not yet underway*
- *General Plan/Economic Study - to begin in early 2022*

E. MINUTES REVIEW AND ACCEPTANCE

October 13, 2021

F. ADJOURNMENT

Mackenzie Wood
Centerville Assistant Planner

CENTERVILLE

Staff Backup Report

10/27/2021

Item No. 1.

Short Title: ADMINISTRATIVE RECOMMENDATION - Final Subdivision - Summerhill Lane

Initiated By: Russell Wilson, Applicant

Staff Representative: Cory Snyder, Community Development Director

SUBJECT

Review and Prepare a Recommendation to the City Council regarding the Final Subdivision Plat for properties located at 2125 North Main Street. Symphony Homes, Applicant

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ▣ 10-27-2021 PC Staff Report Summerhill Lane Final Plat
- ▣ Summerhill Lane - Applicant's Response to Preliminary Approval
- ▣ Summerhill Lane - Revised Preliminary Plat
- ▣ Summerhill Lane - Full Set
- ▣ Summerhill Lane - Engineering Response
- ▣ Summerhill Lane Setback & Buildable Area
- ▣ Summerhill Lane - Updated Title Report
- ▣ Summerhill Lane - Bylaws
- ▣ Summerhill Lane - CC&Rs
- ▣ Summerhill Lane - Utility Provider Sheets
- ▣ Ombudsman Letter - Packer Family Request
- ▣ Title Report Update Correction received 10-27-2021

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 1**

PROPERTY OWNER:	SUMMERHILL LANE LLC
APPLICANT:	SYMPHONY HOMES c/o RUSSELL WILSON 111 SOUTH FRONTAGE ROAD CENTERVILLE, UT 84014 (rwilson@symphonyhomes.com)
PROPERTY LOCATION:	2125 N MAIN STREET
PARCEL SIZE:	17.24 ACRES (<i>several parcels – between Main Street and Frontage Road</i>)
ZONING DISTRICT:	RESIDENTIAL-LOW/PLANNED DEVELOPMENT (R-L/PD)
APPLICATIONS:	FINAL SUBDIVISION PLAT AND PLAN
STAFF RECOMMENDATION:	CONSIDER APPROVING THE FINAL SUBDIVISION PLAT AND PLAN SUBMITTAL

BACKGROUND

The subdivision development application consists of master planning approximately 17.24 acres of property (*see Summerhill Lane Final Subdivision Plan Exhibits*). This proposal is an ongoing development project for the subject property, which received a Planned Development Overlay and Preliminary Subdivision Plan Approvals previously from the City. This next step involves an in-depth review of the Final Subdivision Plat in accordance with applicable ordinances, which is also governed by an applicable Planned Development Overlay Approval.

CONFORMITY REVIEW WITH PREVIOUS PRELIMINARY SUBDIVISION APPROVAL

On April 28, 2021, the Planning Commission granted Preliminary Subdivision Approval. Below is a review of the conditions of the approval and whether the Final Plan complies or meets the granted preliminary approval:

1. *Final Subdivision Application and Plat shall be submitted in accordance with CMC 15.04 of the Subdivision Ordinance.*

Staff Comments: On October 12, 2021, the Zoning Administrator **verified that the Final Subdivision Plan submittal was complete** with this section of the ordinance.

2. *The Final Subdivision Submittal shall also provide the applicable subdivision infrastructure construction plans for the subdivision in accordance with CMC 15.04.104.*

Staff Comments: On October 06, 2021, a full set of construction plans, **addressing the City Engineers review comments**, were submitted to the City – see applicant’s submittal 19-0378 Summerhill Lane FULL SET and the response memo dated 10/06/2021.

3. *The Final Plat shall depict the required 10-foot easements along and required 7-foot side yard and rear yard easements for each lot, AND*
4. *Where lots do not have sufficient room for a 7-foot easement, the final plans shall provide a minimum 6-foot easement, or a minimum determined by the City Engineer.*

Staff Comments: In Final Plat notes, Note #6 describes the easements.

Additionally, **the plat depicts the easements for every lot** and there is a “typical detail” for Lots 114-118 of the smaller side lot line easements.

5. *The required buildable area of 2,000 square feet for each lot shall be depicted that meets the ratio allowance provisions of the R-L Zone.*

Staff Comments: The final subdivision depicts the buildable area for all lots, **which meets the R-L Zone buildable area requirements**.

6. *The staff report noted missing “utility provider” sheets shall be submitted with the Final Subdivision Application.*

Staff Comments: In Final Plat submittal **has provided the applicable utility provider sheets**.

7. *The applicant shall resolve the remnant issue located at the intersection of 400 West and the new roadway with the priority of transferring or incorporating the land area into adjacent lots.*

Staff Comments: In Final Plat now depicts the subject area, **as common open space for the subdivision**. This parcel along with the detention areas will be maintained by an owner’s association. According, **to CMC 15.05.020(g), such remnant areas may be allowed as part of suitable common open space**. It is staff’s position that the remnant area is created due to the alignment of the intersection. This alignment has greater importance in the layout of the subdivision. Additionally, it creates a small buffer for the existing lot to the south from becoming an immediate corner lot. This area could later be used for a subdivision identification monument (*pending meeting sight clearances*) or another open space design design feature.

8. *The Final Plat shall address the following notations:*
 - ✓ *Subject to Applicable PDO Approvals – make reference to the PDO Approval. **(Complete)***
 - ✓ *Listing of Setbacks for Lot – provide listing on the to be recorded plat sheets. **(Complete)***
 - ✓ *Driveway Location & Limitations (street knuckles) – the lot frontage adjacent are snow storage locations. **(Complete)***
 - ✓ *Roadway Names & Addressing – Provide labels and addressing, as per the Public Works Director. **(Complete)***

- ✓ Secondary Water Notes – provide language as requested by Weber Basin Water. **(Complete)**
 - ✓ Standard City Plat Notes – provide typical City Standard Plat notes.” **(Complete)**
9. The final plat shall comply with Centerville Zoning [Subdivision] Code 15.03.030(l), AND
10. The plat note shall show the Book and Page Number and the Notice of Claim.

Staff Comments: The above conditions were required by the Planning Commission in response to the Packer Family’s claim of easement, as presented by Mr. Packer and matters that were referenced in the Title Report of the preliminary subdivision submittal. Staff will address these two matters in the Staff Report in the following Section labeled as “Board of Adjustment Appeal and Subsequent Settlement between the Packers and Symphony Homes.”

BOARD OF ADJUSTMENT APPEAL AND ASSOCAITED SETTLEMENT BETWEEN THE PACKERS AND SYMPHONY HOMES AND OTHER MATTERS

As the Planning Commission may be aware, the Packer Family filed an Appeal of the Preliminary Subdivision Approval for Summerhill Lane granted by the Planning Commission. The filed appeal raised the following two (2) aspects of the approval:

- 1) *The Preliminary Plat did not include or otherwise reflect the [Packer] Easement even though the Easement was noted as Exception 17 in the Symphony Homes’ title report submitted with its application.*
- 2) *“The Packers are also entitled to a prescriptive easement from the north end of the 400 West Street to their property. This is not an easement of record, but one claimed by usage.”*

APPEAL SETTLEMENT PRIOR TO BOA MEETING - Nonetheless, just prior to the holding of the Appeal Hearing with the Board of Adjustment, the Packer Family and Symphony Homes reached a settlement regarding the filed appeal. This settlement included the following elements:

- a) *Symphony would revise the preliminary plat to include said “Prescriptive Easement,” as was discussed by the parties.*
- b) *Both sides would reserve their rights, claims, defenses, etc. for litigation.*

Upon completion and resubmittal of the revised preliminary subdivision plat, the City received notice from the Packer Family’s Attorney that the Appeal was officially withdrawn by an email communication to Lisa Romney, City Attorney for the Centerville. Consequently, as part of the Commission’s awareness and review of the Final Subdivision Plat, staff has attached the Revised Preliminary Plat that was submitted to the City by Symphony Homes, as part of their settlement.

“ADVISORY OPINION REQUEST” After reaching this settlement regarding the Preliminary Subdivision Approval, in August 2021, the Packer Family filed for an “Advisory Opinion

Request” from The Office of the Property Rights Ombudsman. The response from the ombudsman indicates that there are two (2) topics to be addressed 1) whether Symphony Homes, as a land use applicant, is entitled to an approval by meeting the ordinance requirements and 2) whether the City is complying with the ordinances (*see Letter dated September 28, 2021*).

As to the issue of the Preliminary Approval, the ombudsman response indicated that since the parties reached a settlement, the Packer Family no longer has the ability to request an opinion as to whether the City complied with the mandatory provision of its ordinances. Nonetheless, since a Final Approval is still required, the ombudsman office believes that they have the ability to render an opinion and to whether the final application conforms to the applicable land use regulations and requirement when considering a final approval.

As a result of the City receiving the letter and with no formal final decision having yet been made regarding Symphony’s Final Subdivision Submittal, the City Attorney has been in contact the ombudsman office to work out exactly what additional information their office is expecting from the City.

Relevant Matters Related to Final Plat Subdivision Review and Recommendation by the Planning Commission

It needs to be noted and emphasized that the Preliminary Subdivision Plat differs from the Final Subdivision Plat review with regards to easements. According to *CMC 15.03.030*. Preliminary Plat submittal references the expectation as:

- “...whether recorded or claimed by usage.”

However, *CMC 15.04.030(m)* Final Plat submittal narrows the expectation of easements, as follows:

- “...All existing and proposed easements shall be clearly labeled and identified.”

It is again the position of staff that “existing” means “all recorded matters of title” regarding the property [see *CMC 15.04.030(p)(8)*]. Therefore, any approval is required to review the associated Title Report for the Property, which was updated and re-submitted by the applicant as part of the Final Subdivision submittal. The updated Title Report indicates that following with regards to the imposed Approval Conditions of Preliminary Subdivision Plat:

- **Condition 9** - The final plat shall comply with Centerville Zoning [Subdivision] Code 15.03.030(l), AND
- **Condition 10** - The plat note shall show the Book and Page Number and the Notice of Claim

Staff Comment: It is staff’s position that the revised Preliminary Subdivision Plat and along with the settlement meets Condition 9 of the preliminary plat approval, which was to address *CMC 15.03.030(l)*, which is associated with Preliminary Plat submittals. Additionally, the settlement agreement indicates that the Packer Family and Symphony are still in a dispute and have both agreed to retain their litigation rights regarding a “claim of easement.”

As further indicated in the updated Title Report of the Final Subdivision Plat submittal, it appears that there is only one matter regarding the Packers claimed easement. The reference is now listed as Exception 20. Exception 20 only references a “*Notice of Interest*,” which again only indicates a “*claim by the Packers*.” Nonetheless, this “*Notice of Interest*” has been referenced on the Final Subdivision Plat in Note 2 of the Plat, which meets Condition 10 of the Preliminary Plat Approval. Therefore, it is staff’s position that the Final Plat complies with both related conditions of the Approved Preliminary Plat.

FINAL SUBDIVISION PLAT REVIEW AND RECOMMENDATION BY THE PLANNING COMMISSION- CMC 15.4

15.04.050 Review And Recommendation By Planning Commission

The Planning Commission shall review the final plat to determine whether the final plat conforms with the preliminary plat, with all changes requested, and with all requirements imposed as conditions of acceptance. As part of the Planning Commission's review, the Zoning Administrator shall check the final plat for completeness and compliance with the requirements of this Title. If the submitted final plat is not acceptable, the Planning Commission shall notify the subdivider and specify the respects in which it is deficient. If the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City, it shall recommend approval of the final plat to the City Council

Staff Comments: The following is a summary of the previous approvals and/or reviews related to the Summerhill Lane Subdivision:

- 1) **PDO and Conceptual Plan Approval** - The Summerhill Lane Subdivision was originally approved by the City in November 2020. This original approval involved a Planned Development Overlay (PDO) approval with an associated Conceptual Plan that satisfied the Conceptual Subdivision Review. This PDO approval was negotiated as part of the applicant’s rezone request from Agricultural Low (A-L) to Residential Low (R-L). This PDO approval required the development of all 17.24 + acres to master planned and developed as a singular development, particularly with regards to public infrastructure to support the project.

Additionally, as allowed by the PDO Approval process, the City allowed variations and alterations to the typical subdivision development standards. Such variations and alternations were approved as part of the Conceptual Plan layout and associated terms and conditions of the PDO Rezone Approval. Subsequent preliminary and final subdivision approvals were and are subject to substantial compliance with the PDO and Conceptual Plan Approval (see Condition 3 of the PDO Approval), unless otherwise amended by the City.

- 2) **Preliminary Subdivision Plan Approval** – The Preliminary Subdivision Plan was reviewed and approved by the Planning Commission in April of 2021. This

preliminary plan review involved reviewing the original PDO and Conceptual Plan Approvals and its associated conditions, along with any remaining subdivision development standards not modified by the Conceptual Plan and variations that were granted (see April 18, 2021 Staff Report and Commission Minutes).

- 3) **Zoning Administrator's Review of Final Subdivision Plat Submittal** – In accordance with CMC 15.04.505, on October 12, 2021, the Zoning Administrator verified that the Final Subdivision Plan submittal was complete with the Final Plat submittal requirements of the ordinance. Additionally, this staff report functions also as the Zoning Administrator's review of the Final Subdivision Plat submittal with regards to compliance with applicable subdivision development standards.

Nevertheless, in accordance with CMC 15.01.120 the Planning [Zoning] Administrator only acts in an advisory capacity and has no authority to make binding decisions or to make authoritative representations, approvals, or determinations other than in a purely advisory and recommending capacity.

PLANNING STAFF RECOMMENDATION

[RECOMMEND APPROVAL] – “I hereby make a motion for the Planning Commission to **RECOMMEND APPROVAL** of the Final Subdivision Plat and Plan for the Summerhill Lane Subdivision to the City Council, as submitted by the applicant to the Commission, with the following findings:

[STAFF SUGGESTED REASONS FOR APPROVAL ACTION]

- a) *The Planning Commission finds that in November of 2020, the City Approved a PDO Rezone and Conceptual Plan for the Summerhill Lane Subdivision.*
- b) *After review of the Final Subdivision Plan submittal, the Planning Commission finds that the Final Subdivision Plan submittal is substantially consistent with the approved PDO Rezone and Conceptual Plan Approval and associated terms and conditions of that approval, as reviewed by the Commission in both the Preliminary and Final Subdivision Plan submittals and staff reports.*
- c) *After review of the Final Subdivision Plan submittal, the Planning Commission finds that the Final Subdivision Plan submittal complies with the Preliminary Subdivision Approval granted by the Planning Commission in April of 2021, as also represented by the analysis of the Final Subdivision Plan in the associated Staff Report.*
- d) *Therefore, in accordance with CMC 15.04.050, the Planning Commission finds that if the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City, the Commission shall recommend approval of the final plat to the City Council.”*



CENTERVILLE CITY

COMMUNITY DEVELOPMENT DEPARTMENT

655 North 1250 West • Centerville, Utah 84014 • (801) 292-8232 • Fax: (801) 292-8251

SYMPHONY HOMES
c/o RUSSELL WILSON
111 S FRONTAGE ROAD
CENTERVILLE, UT 84014
(rwilson@symphonyhomes.com)

Re: Planning Commission Action

4/29/2021

Dear [Russell Wilson](#),

On 4/28/2021 the Centerville Planning Commission voted to **APPROVE** of the Preliminary Subdivision Plat for the Summerhill Lane Subdivision, consisting of approximately 17.24 acres at about [2125 N. Main Street](#), as follows:

1. *Final Subdivision Application and Plat shall be submitted in accordance with CMC 15.04 of the Subdivision Ordinance. Final plat application and plat submitted via online portal on 9/3/2021.*
2. *The Final Subdivision Submittal shall also provide the applicable subdivision infrastructure construction plans for the subdivision in accordance with CMC 15.04.104. Included.*
3. *The Final Plat shall depict the required 10-foot easements along and required 7-foot side yard and rear yard easements for each lot. Included on Final Plat.*
4. *Where lots do not have sufficient room for a 7-foot easement, the final plans shall provide a minimum 6-foot easement, or a minimum determined by the City Engineer. Included on Final Plat.*
5. *The required buildable area of 2,000 square feet for each lot shall be depicted that meets the ratio allowance provisions of the R-L Zone. Included on Final Plat.*
6. *The staff report noted missing "utility provider" sheets shall be submitted with the Final Subdivision Application. Provided.*
7. *The applicant shall resolve the remnant issue located at the intersection of 400 West and the new roadway with the priority of transferring or incorporating the land area into adjacent lots. Resolved.*
8. *The Final Plat shall address the following notations:*
 - ✓ *Subject to Applicable PDO Approvals – make reference to the PDO Approval. See Note 8 on Final Plat.*
 - ✓ *Listing of Setbacks for Lot – provide listing on the to be recorded plat sheets. Provided.*
 - ✓ *Driveway Location & Limitations (street knuckles) – the lot frontage adjacent are snow storage locations. Provided.*
 - ✓ *Roadway Names & Addressing – Provide labels and addressing, as per the Public Works Director. Provided at the request of Centerville Public Works.*
 - ✓ *Secondary Water Notes – provide language as requested by Weber Basin Water. Provided.*
 - ✓ *Standard City Plat Notes – provide typical City Standard Plat notes." Provided.*
9. *The final plat shall comply with Centerville Zoning [Subdivision] Code 15.03.030(I). Complies.*

This letter has been compiled from preliminary draft meeting minutes, not from the officially approved meeting meetings. You may request a copy of the officially approved minutes from the City Recorder at 801.677.6437, when they are made available. Any person, or any officer, department, board or bureau of the City, adversely affected by a decision made in the administration or interpretation of a provision of this Title may appeal to the Board of Adjustment as provided in Subsection 12-21-200(d)(1) of the Centerville Zoning Code. A complete application for an appeal shall be filed within fourteen (14) days of the date when the decision was made.



10. The plat note shall show the Book and Page Number and the Notice of Claim. See Note 1 on Final Plat.

The next step in the process is to prepare the Final Plat and Construction Drawings and submit a Final Subdivision Application. If you have questions, please contact the Community Development Department at 801-292-8232 and we will be happy to assist you.

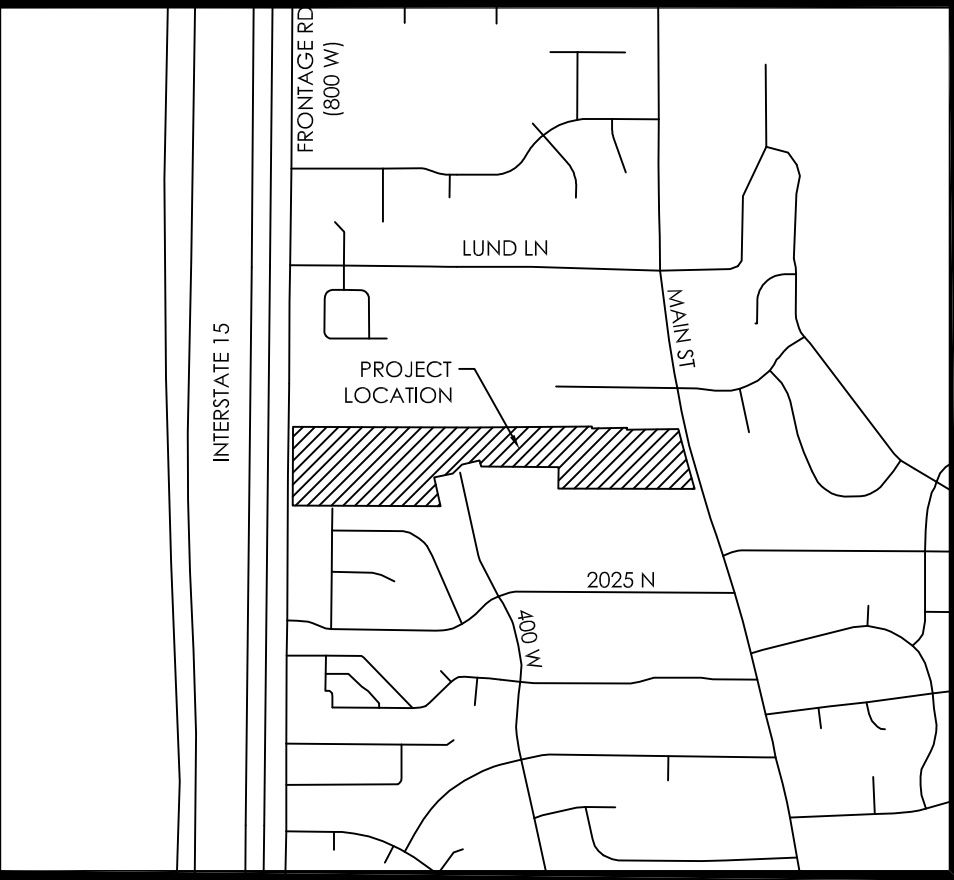
Respectfully,

A handwritten signature in blue ink, appearing to read "Corvin M. Snyder".

Corvin M. Snyder, AICP
Community Development Director

This letter has been compiled from preliminary draft meeting minutes, not from the officially approved meeting meetings. You may request a copy of the officially approved minutes from the City Recorder at 801.677.6437, when they are made available. Any person, or any officer, department, board or bureau of the City, adversely affected by a decision made in the administration or interpretation of a provision of this Title may appeal to the Board of Adjustment as provided in Subsection 12-21-200(d)(1) of the Centerville Zoning Code. A complete application for an appeal shall be filed within fourteen (14) days of the date when the decision was made.





Line Table			Line Table		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	N00°30'53"E	47.80	L10	S17°10'38"W	50.00
L2	N00°30'53"E	19.48	L11	S89°29'07"E	50.00
L3	N03°32'58"W	24.72	L12	N34°47'13"E	16.79
L4	S43°41'42"E	10.86	L13	S00°34'47"W	25.67
L5	N23°30'43"W	10.35	L14	N00°00'00"E	28.88
L6	N83°26'16"E	50.00	L15	N36°01'06"E	50.00
L7	S33°43'19"W	50.00	L16	N38°32'45"W	50.00
L8	N29°16'41"E	50.00	L17	N00°27'33"E	34.32
L9	S79°06'41"W	50.00	L18	N16°12'46"W	9.22

LEGEND

BOUNDARY

SECTION LINE

EASEMENT

RIGHT-OF-WAY LINE

CENTERLINE

BUILDING SETBACK

EXISTING PROPERTY LINE

EXISTING STREET MONUMENT

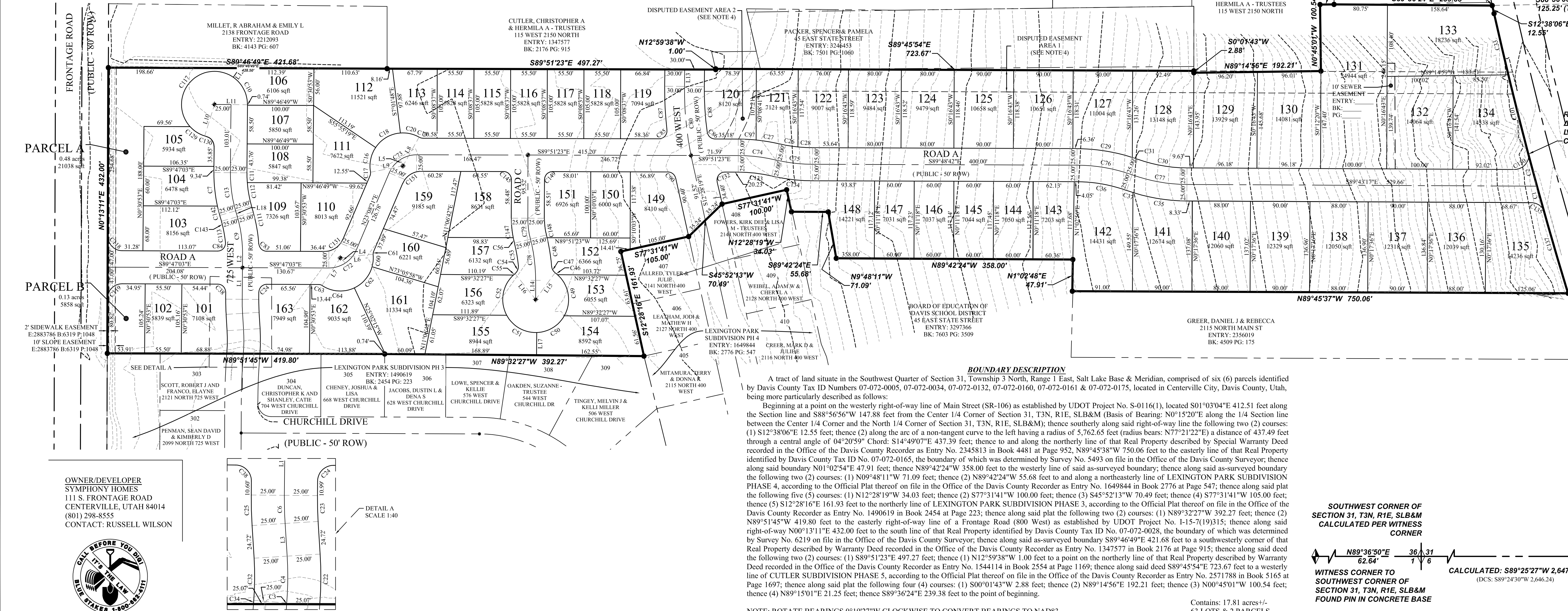
SECTION MONUMENT (FOUND)

SECTION MONUMENT (CALCULATED)

STREET MONUMENT (TO BE SET)

NOTES:

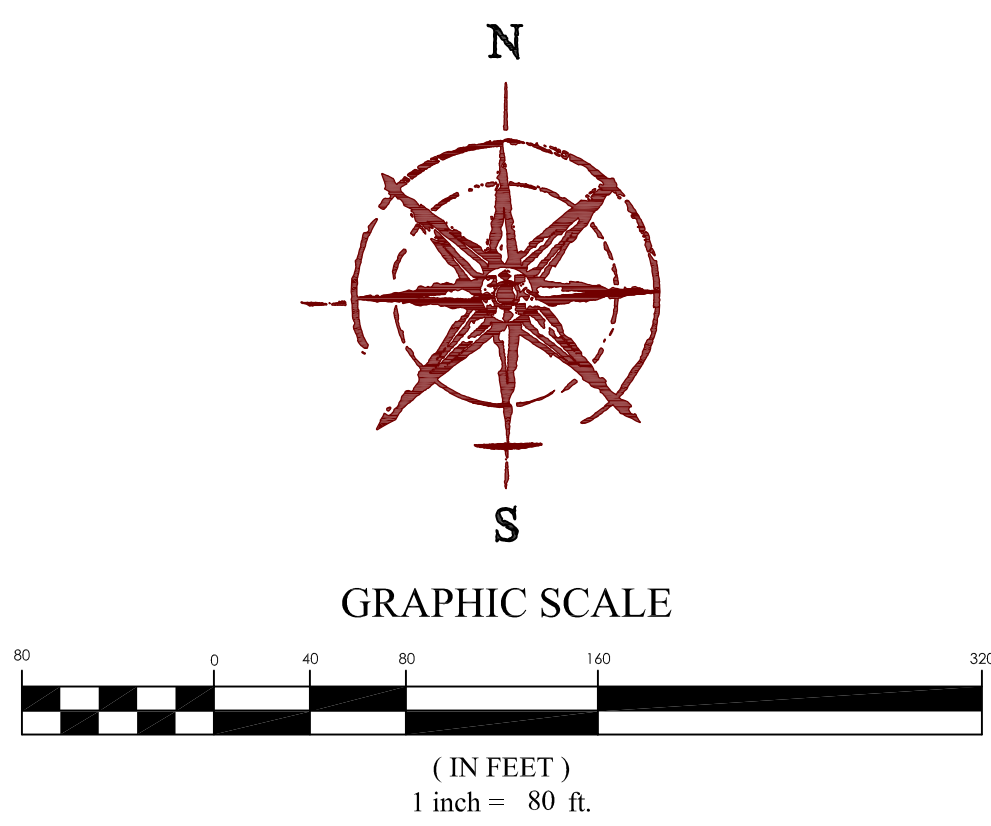
- SECONDARY WATER HAS BEEN ALLOCATED TO PARCELS BASED ON ANA ANTICIPATED LANDSCAPE AREA (INCLUDING THE PARK STRIP) OF NO MORE THAN 64% OF THE GROSS PARCEL SIZE AND THAT 2/3 OF THE LANDSCAPE AREA IS PLANTED IN LOW WATER USE PLANTS. LARGER TOTAL LANDSCAPE AREAS, HIGHER PERCENTAGE TURF AREAS, INEFFICIENT DESIGN OF IRRIGATION SYSTEM, OR INEFFICIENT OPERATION OF IRRIGATION SYSTEM MAY RESULT IN HOMEOWNER INCURRING ADDITIONAL BILLING CHARGES AND/OR SECONDARY WATER SERVICE BEING SHUT OFF.
- FOR LOTS SMALLER THAN 0.25 ACRES, WEBER BASIN WATER CONSERVANCY DISTRICT HAS ALLOCATED SECONDARY WATER TO PARCELS BASED ON AN ANTICIPATED LANDSCAPE AREA (INCLUDING THE PARK STRIP) OF NO MORE THAN 64% OF THE GROSS PARCEL SIZE AND THAT 2/3 OF THE LANDSCAPE AREA IS PLANTED IN TURF AND 1/3 OF THE LANDSCAPE AREA IS PLANTED IN LOW WATER USE PLANTS. LARGER TOTAL LANDSCAPE AREAS, HIGHER PERCENTAGE TURF AREAS, INEFFICIENT DESIGN OF IRRIGATION SYSTEM, OR INEFFICIENT OPERATION OF IRRIGATION SYSTEM MAY RESULT IN HOMEOWNER INCURRING ADDITIONAL BILLING CHARGES AND/OR SECONDARY WATER SERVICE BEING SHUT OFF. PLEASE CONTACT THE DISTRICT FOR MORE INFORMATION AT 801-771-1677.
- FOR LOTS LARGER THAN 0.25 ACRES, WEBER BASIN WATER CONSERVANCY DISTRICT HAS ALLOCATED SECONDARY WATER TO PARCELS BASED ON AN ANTICIPATED LANDSCAPE AREA OF 0.09 ACRES AND THAT 2/3 OF THE REMAINING LANDSCAPE AREA IS PLANTED IN TURF AND 1/3 OF THE LANDSCAPE AREA IS PLANTED IN LOW WATER USE PLANTS. LARGER TOTAL LANDSCAPE AREAS, HIGHER PERCENTAGE TURF AREAS, INEFFICIENT DESIGN OF IRRIGATION SYSTEM, OR INEFFICIENT OPERATION OF IRRIGATION SYSTEM MAY RESULT IN HOMEOWNER INCURRING ADDITIONAL BILLING CHARGES AND/OR SECONDARY WATER SERVICE BEING SHUT OFF. PLEASE CONTACT THE DISTRICT FOR MORE INFORMATION AT 801-771-1677.



NOTES CONTINUED:

- THE PURPORTED EASEMENT AREAS 1 & 2 SHOWN ON THIS PRELIMINARY PLAT ARE CLAIMED BY ABUTTING PROPERTY OWNERS, SPENCER AND PAMELA PACKER, BUT ARE HOTLY DISPUTED BY THE PROPERTY OWNER AND DEVELOPER. THE DISPUTE OVER THE EXISTENCE OF THE ALLEGED EASEMENTS INCLUDES, WITHOUT LIMITATION, THE EXISTENCE, LOCATION, WIDTH, LENGTH AND SCOPE OF USE. THE DISPUTED EASEMENT AREAS ARE SHOWN ON THIS PRELIMINARY PLAT OUT OF AN ABUNDANCE OF CAUTION TO PROVIDE THE CITY INFORMATION THAT THE ALLEGED EASEMENTS DO NOT IMPAIR OR PREVENT ANY PRELIMINARY PLAT REQUIREMENTS. THE ALLEGED, BUT DISPUTED, EASEMENT INFORMATION IS REFLECTED ON THIS PRELIMINARY PLAT WITH A FULL RESERVATION OF ALL RIGHTS, CLAIMS, DEFENSES AND ARGUMENTS BY THE PROPERTY OWNER AND DEVELOPER THAT NO SUCH ALLEGED EASEMENTS EXIST, INCLUDING WITHOUT LIMITATION, BY RECORDED INSTRUMENT OR BY USE.

Curve Table				
CURVE	RADIUS	DELTA	LENGTH	CHORD DIRECTION
C36	12.00	82°01'40"	17.18	N48°50'33"W
C37	530.00	7°10'00"	66.29	S03°00'13"E
C38	470.00	8°24'30"	68.97	N03°37'28"W
C39	12.00	77°23'04"	16.21	N51°09'51"W
C40	275.00	5°37'54"	27.03	N87°02'26"W
C41	5762.65	4°20'59"	437.49	N14°49'07"W
C42	225.00	12°26'28"	48.86	S09°59'32"E
C43	175.00	11°53'51"	36.34	S10°15'50"E
C44	175.00	10°37'32"	32.45	N10°54'00"W
C45	50.00	166°53'59"	145.65	N41°20'14"E
C46	22.00	90°00'14"	34.56	S44°46'56"E
C47	22.00	89°59'46"	34.56	S45°13'04"E
C48	12.00	103°41'22"	21.72	S38°17'56"W
C49	225.00	13°02'13"	51.20	N83°20'17"W
C50	275.00	12°59'32"	62.36	S83°18'56"E
C51	175.00	10°37'32"	32.45	N10°54'00"W
C52	12.00	90°01'27"	18.85	N44°50'40"W
C53	150.00	11°20'54"	29.71	N05°30'23"W
C54	100.00	14°37'49"	25.53	S07°08'51"E
C55	12.00	89°58'33"	18.84	S45°09'20"W
C56	22.00	85°45'07"	32.93	N47°47'09"E
C57	30.00	67°00'16"	35.08	S56°38'29"W



NORTH 1/4 CORNER OF SECTION 31, T3N, R1E, SLB&M FOUND 1952 BLM MONUMENT

CENTER 1/4 CORNER OF SECTION 31, T3N, R1E, SLB&M FOUND PIN IN ASPHALT

30
31
BASIS OF BEARING: N0°15'20"E
(SECTION LINE) MEASURED: 2,644.43'
(DCS: N1°04'10"W 2,662.21'
(DCS: N43°03'07"E 2,643.765')

518.85' (TIE)
518.85' (TIE)
CALCULATED: N°03'04"W 2,662.21'
(DCS: N1°04'10"W 2,661.66)

SUMMERHILL LANE

CENTERVILLE

PRELIMINARY PLAT

PRELIMINARY PLAT

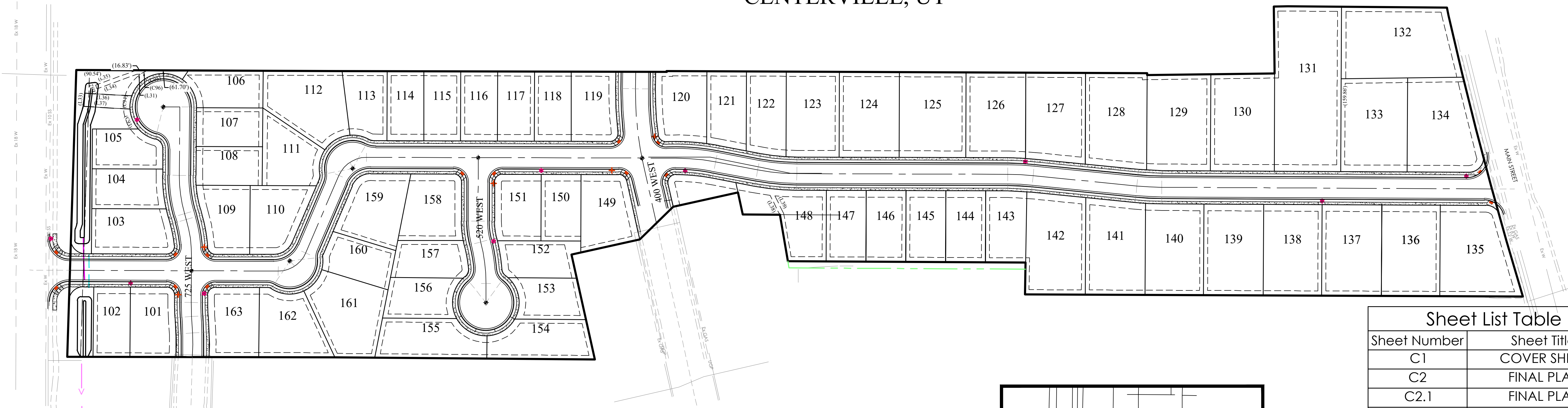
Scale: 1"=80'
Date: 06/28/21
Sheet: 19-0378

C 2.0

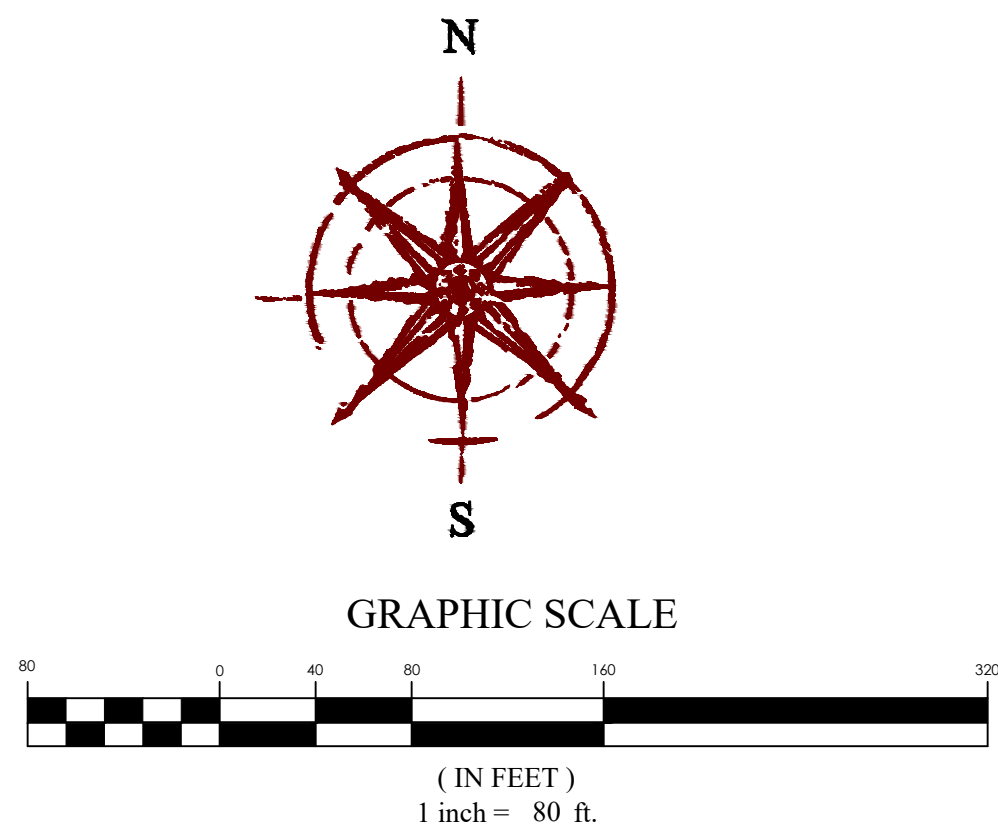
21-2019-19-0378 Symphony 40 lots Centerville design 19-0378 (dwd) exhibit 06/28/21 Preliminary Plat Exhibit 06/28/21 Summerhill Lane - Preliminary Plat.dwg

SUMMERHILL LANE SUBDIVISION

PREPARED FOR:
SYMPHONY HOMES
LOCATED IN:
CENTERVILLE, UT



SITE MAP



VICINITY MAP

GENERAL AREA TABULATION

TOTAL DEVELOPMENT AREA = 17.2 ACRES

GENERAL NOTES

- CONTRACTOR TO FIELD VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION, AND REPORT ANY DISCREPANCIES TO THE ENGINEER.
- ANY AND ALL DISCREPANCIES IN THESE PLANS ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- ALL CONSTRUCTION SHALL ADHERE TO CENTERVILLE CITY STANDARD PLANS AND SPECIFICATIONS.
- ALL UTILITIES AND ROAD IMPROVEMENTS SHOWN ON THE PLANS HEREIN SHALL BE CONSTRUCTED USING REFERENCE TO SURVEY CONSTRUCTION STAKES PLACED UNDER THE SUPERVISION OF A PROFESSIONAL LICENSED SURVEYOR WITH A CURRENT LICENSE ISSUED BY THE STATE OF UTAH. ANY IMPROVEMENTS INSTALLED BY ANY OTHER VERTICAL OR HORIZONTAL REFERENCE WILL NOT BE ACCEPTED OR CERTIFIED BY THE ENGINEER OF RECORD.
- THIS DRAWING SET IS SCALED TO BE PRINTED ON A 24" X 36" SIZE OF PAPER (ARCH. D). IF PRINTED ON A SMALLER PAPER SIZE, THE DRAWING WILL NOT BE TO SCALE AND SHOULD NOT BE USED TO SCALE MEASUREMENTS FROM THE PAPER DRAWING. ALSO USE CAUTION, AS THERE MAY BE TEXT OR DETAIL THAT MAY BE OVERLOOKED DUE TO THE SMALL SIZE OF THE DRAWING.

NOTICE

BEFORE PROCEEDING WITH THIS WORK, THE CONTRACTOR SHALL CAREFULLY CHECK AND VERIFY ALL CONDITIONS, QUANTITIES, DIMENSIONS, AND GRADE ELEVATIONS, AND SHALL REPORT ALL DISCREPANCIES TO THE ENGINEER.

ENGINEER'S NOTES TO CONTRACTOR

- THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN ON THESE DRAWINGS. THE CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE DRAWINGS. IF UTILITY LINES ARE ENCOUNTERED DURING CONSTRUCTION THAT ARE NOT IDENTIFIED BY THESE PLANS, CONTRACTOR SHALL NOTIFY ENGINEER IMMEDIATELY.
- CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, THE OWNER, AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- ALL CONTOUR LINES SHOWN ON THE PLANS ARE AN INTERPRETATION BY CAD SOFTWARE OF FIELD SURVEY WORK PERFORMED BY A LICENSED SURVEYOR. DUE TO THE POTENTIAL DIFFERENCES IN INTERPRETATION OF CONTOURS BY VARIOUS TYPES OF GRADING SOFTWARE BY OTHER ENGINEERS OR CONTRACTORS, FOCUS DOES NOT GUARANTEE OR WARRANTY THE ACCURACY OF SUCH LINENWORK. FOR THIS REASON, FOCUS WILL NOT PROVIDE ANY GRADING CONTOURS IN CAD FOR ANY TYPE OF USE BY THE CONTRACTOR. SPOT ELEVATIONS AND PROFILE ELEVATIONS SHOWN IN THE DESIGN DRAWINGS GOVERN ALL DESIGN INFORMATION ILLUSTRATED ON THE APPROVED CONSTRUCTION SET. CONSTRUCTION EXPERTISE AND JUDGMENT BY THE CONTRACTOR IS ANTICIPATED BY THE ENGINEER TO COMPLETE BUILD-OUT OF THE INTENDED IMPROVEMENTS.

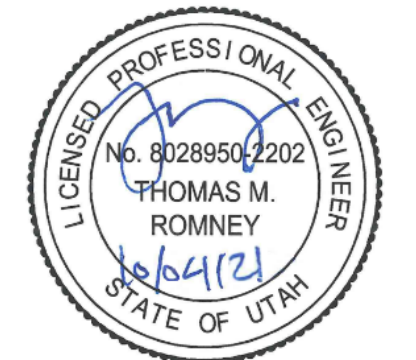
CONTACTS

ENGINEER & SURVEYOR
FOCUS ENGINEERING & SURVEYING, LLC
6949 S. HIGH TECH DRIVE SUITE 200
MIDVALE, UTAH 84047
(801) 352-0075
PROJECT MANAGER: BEN DUZETT
SURVEY MANAGER: BRETT DUMAS

OWNER/DEVELOPER
SYMPHONY HOMES
111 S. FRONTAGE ROAD
CENTERVILLE, UTAH 84014
(801) 298-8555
CONTACT: RUSSELL WILSON



Sheet List Table	
Sheet Number	Sheet Title
C1	COVER SHEET
C2	FINAL PLAT
C2.1	FINAL PLAT
C2.2	FINAL PLAT
C3	SITE PLAN
C3.1	SITE PLAN
C4	GRADING PLAN
C4.1	GRADING PLAN
C4.2	GRADING PLAN
C4.3	GRADING PLAN
C4.4	GRADING PLAN
C5	DRAINAGE PLAN
C5.1	DRAINAGE PLAN
C5.2	DRAINAGE PLAN
C5.3	DRAINAGE PLAN
C5.4	DRAINAGE PLAN
C5.5	LAND DRAIN PLAN
C5.6	LAND DRAIN PLAN
C5.7	LAND DRAIN PLAN
C5.8	LAND DRAIN PLAN
C5.9	LAND DRAIN PLAN
C6	SEWER PLAN
C6.1	SEWER PLAN
C7	WATER PLAN
C7.1	WATER PLAN
PP01	SUMMERHILL LANE P&P
PP02	SUMMERHILL LANE P&P
PP03	SUMMERHILL LANE P&P
PP04	SUMMERHILL LANE P&P
PP05	SUMMERHILL LANE P&P
PP06	SUMMERHILL LANE P&P
PP07	SUMMERHILL LANE P&P
PP08	520 WEST P&P
PP09	400 WEST P&P
PP10	725 WEST P&P

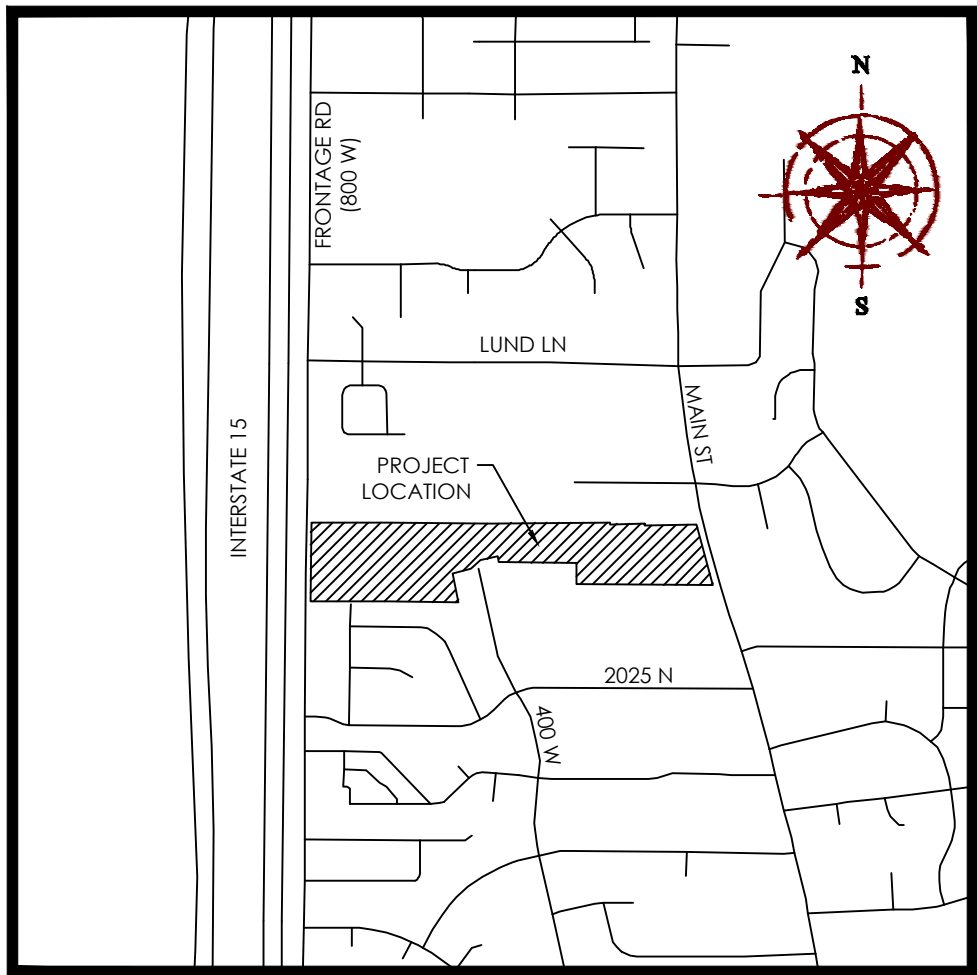


SUMMERHILL LANE SUBDIVISION
Centerville, UT
COVER SHEET

REVISION BLOCK		DESCRIPTION
#	DATE	
1	----	----
2	----	----
3	----	----
4	----	----
5	----	----
6	----	----

COVER SHEET

Scale: 1"=80'
Date: 01/19/21
Sheet: C1
Drawn: RSH
Job #: 19-0378



VICINITY MAP
N.T.S.

LOT SETBACKS

Lots: 102, 162, 153-152, 112-118, 121-126, 143-148.
Front= 20'
Side= 6', 12' Total
Rear= 20'

Lots: 101, 163
Front= 20'
Side= 6' & 15'
Rear= 20'

Lots: 154-155, 106
Front= 20'
Side= 6' & 8'
Rear= 20'

Lots: 104-105, 107-108, 111, 160-161, 156-157, 150
Front= 20'
Side= 6', 12' Total
Rear= 15'

Lots: 103, 109-110, 158-159, 151
Front= 20'
Side= 6' & 15'
Rear= 15'

Lots: 119-120, 149
Front= 20'
Side= 6' & 20'
Rear= 20'

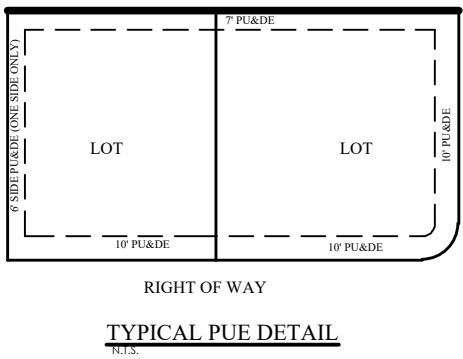
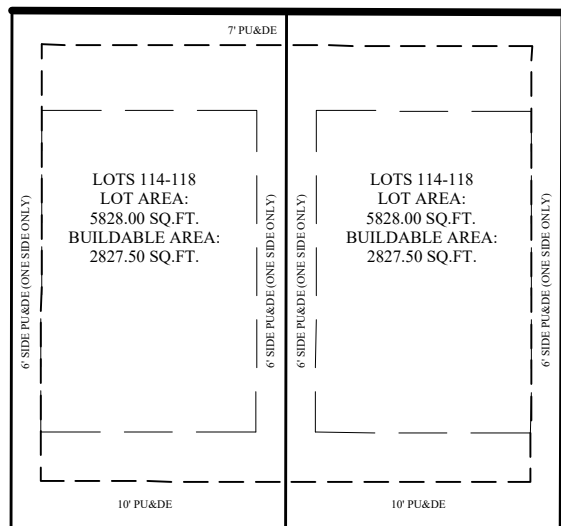
Lots: 127-142
Front= 25'
Side= 6' & 8'; 14' Total
Corner side yard= 6' & 20'
Rear= 20'

SUMMERHILL LANE

SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 31, T3N, R1E,
SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
10/6/2021

GRAPHIC SCALE



NORTH 1/4 CORNER OF
SECTION 31, T3N, R1E, SLB&M
FOUND 1952 BLM MONUMENT

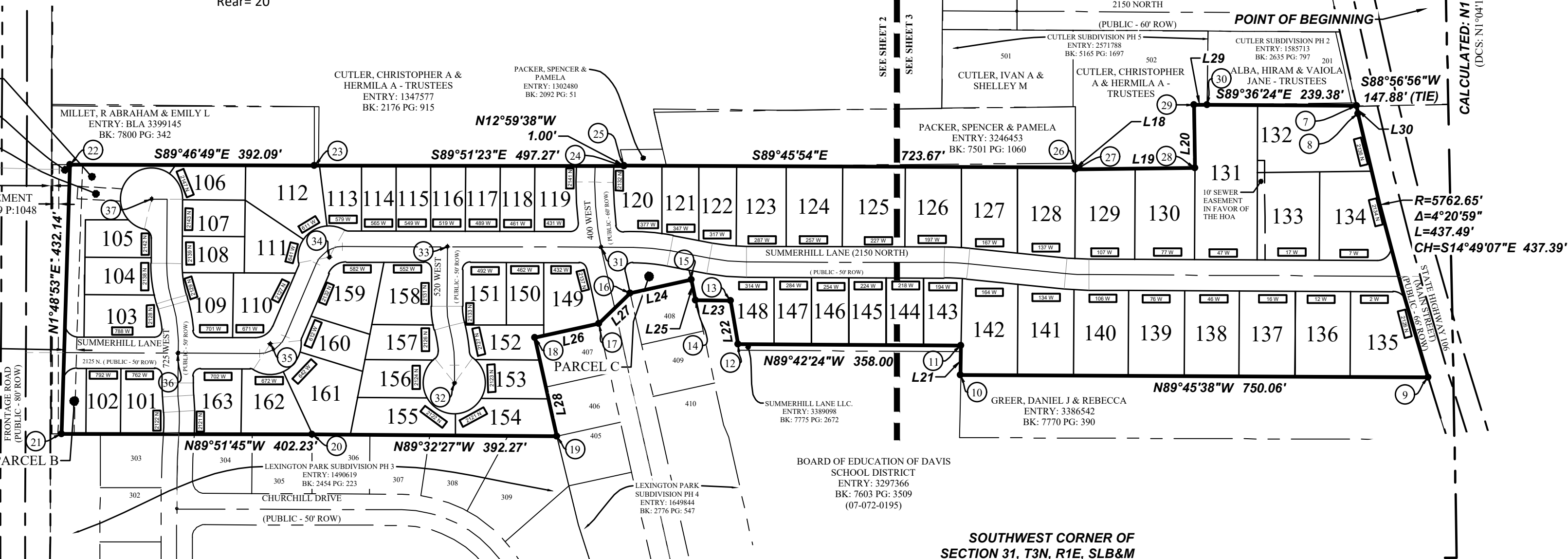
CENTER 1/4 CORNER OF
SECTION 31, T3N, R1E, SLB&M
FOUND PIN IN ASPHALT



LEGEND

- BOUNDARY
- SECTION LINE
- EASEMENT
- RIGHT-OF-WAY LINE
- CENTERLINE
- BUILDING SETBACK
- EXISTING PROPERTY LINE
- EXISTING STREET MONUMENT
- SECTION MONUMENT (FOUND)
- SECTION MONUMENT (CALCULATED)
- STREET MONUMENT (TO BE SET)
- BOUNDARY MARKERS
- WITNESS MONUMENT (FOUND)
- BOUNDARY TO MONUMENT
- STATE PLANE COORDINATE POINT

Boundary Line Table		
LINE	DIRECTION	LENGTH
L18	S00°01'43"W	2.88
L19	N89°14'56"E	192.21
L20	N00°45'01"W	100.54
L21	N01°02'54"E	47.91
L22	N09°48'11"W	71.09
L23	N89°42'24"W	55.68
L24	S77°31'37"W	100.00
L25	N12°28'19"W	34.03
L26	S77°31'41"W	105.00
L27	S45°52'13"W	70.49
L28	S12°28'16"E	161.93
L29	N89°15'01"E	21.25
L30	S12°38'06"E	12.55



LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH
S.S.
COUNTY OF _____

ON THE ____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____
IN SAID STATE OF UTAH,
WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____
OF _____ L.L.C., A UTAH L.L.C. AND
THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR
AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES
THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ A NOTARY PUBLIC COMMISSIONED IN
UTAH RESIDING IN _____ COUNTY

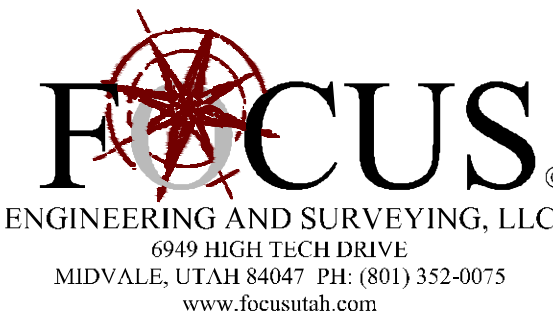
MY COMMISSION No. _____ PRINTED FULL NAME OF NOTARY

NOTES:

- #5 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS. NAILS OR PLUGS TO BE SET IN TOP BACK OF CURB AT EXTENSION OF SIDE LOT LINES, IN LIEU OF REBAR AND CAPS AT FRONT LOT CORNERS.
- A NOTICE OF CLAIM OF INTEREST WAS RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE ON MARCH 30, 2021 AS ENTRY 3365360, BOOK 7727, PAGE 2144-2190
- ALL COORDINATES SHOWN ARE BASED ON DAVIS COUNTY COORDINATE SYSTEM. ROTATE BEARINGS 0°19'27"W CLOCKWISE TO CONVERT BEARINGS TO NAD83
- APPROVAL OF THIS DEVELOPMENT PLAT BY CENTERVILLE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUB-SURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES
- ALL SIDE AND REAR YARD EASEMENTS SHOWN ARE TYPICAL 7' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED
- ALL FRONT YARD EASEMENTS SHOWN ARE TYPICAL 10' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE STATED
- PARCELS A, B, AND C WILL BE OWNED AND MAINTAINED BY THE HOA
- THIS PROPERTY IS LOCATED WITHIN THE UNSHADED FEMA ZONE X
- PDO ZONING WAS APPROVED BY CENTERVILLE CITY COUNCIL ON NOVEMBER 17, 2020 VIA ORDINANCE NO. 2020-13
- RECORD OF SURVEY FILE NUMBER: _____
- LOWEST FINISH FLOOR ELEVATIONS = 4228.50'

PAGE: 1 OF 4

OWNER/DEVELOPER
SYMPHONY HOMES
111 S. FRONTAGE ROAD
CENTERVILLE, UTAH 84014
(801) 298-8555
CONTACT: RUSSELL WILSON



PLANNING COMMISSION

APPROVED AS TO FORM THIS ____ DAY OF _____
BY THE CENTERVILLE CITY
PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

CITY ENGINEER

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

CENTERVILLE CITY ENGINEER

CITY ATTORNEY

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

CENTERVILLE CITY ATTORNEY

CITY COUNCIL

PRESENTED TO THE CENTERVILLE CITY COUNCIL THIS
DAY OF _____, 20____ AT WHICH TIME THIS
SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR _____
ATTEST: _____
CITY RECORDER

SURVEYOR'S CERTIFICATE

I, Evan J. Wood, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 183395 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owners(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-17 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

FOR REVIEW ONLY

Evan J. Wood
Professional Land Surveyor
Certificate No. 183395

Date

BOUNDARY DESCRIPTION

A tract of land situate in the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base & Meridian, comprised of all of six (6) parcels identified by Davis County Tax ID Numbers 07-072-0034, 07-072-0132, 07-072-0160, 07-072-0161, 07-072-0188, 07-072-0189 and a part of 07-072-0175, located in Centerville City, Davis County, Utah, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Main Street (SR-106) as established by UDOT Project No. S-0116(1), located S01°03'04"E 412.51 feet along the Section line and S88°56'56"W 147.88 feet from the Center 1/4 Corner of Section 31, T3N, R1E, SLB&M (Basis of Bearing: N0°15'20"E along the 1/4 Section line between the Center 1/4 Corner and the North 1/4 Corner of Section 31, T3N, R1E, SLB&M); thence southerly along said right-of-way line the following two (2) courses: (1) S12°38'06"E 12.55 feet; thence (2) along the arc of a non-tangent curve to the left having a radius of 5,762.65 feet (radius bears: N77°21'22"E) a distance of 437.49 feet through a central angle of 04°20'59" Chord: S14°49'07"E 437.39 feet; thence to and along the northerly line of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 338654 in Book 7770 at Page 390, N89°45'38"W 750.06 feet to the easterly line of that Real Property identified by Davis County Tax ID No. 07-072-0195, the boundary of which was determined by Survey No. 5493 on file in the Office of the Davis County Surveyor; thence along said boundary N01°02'54"E 47.91 feet; thence N89°42'24"W 358.00 feet to the westerly line of said as-surveyed boundary; thence along said as-surveyed boundary the following two (2) courses: (1) N09°48'11"W 71.09 feet; thence (2) N89°42'24"W 55.68 feet to and along a northeasterly line of LEXINGTON PARK SUBDIVISION PHASE 4, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1649844 in Book 2776 at Page 547; thence along said plat the following five (5) courses: (1) N12°28'19"W 34.03 feet; thence (2) S77°31'41"W 100.00 feet; thence (3) S45°52'13"W 70.49 feet; thence (4) S77°31'41"W 105.00 feet; thence (5) S12°28'16"E 161.93 feet to the northerly line of LEXINGTON PARK SUBDIVISION PHASE 3, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1490619 in Book 2454 at Page 223; thence along said plat the following two (2) courses: (1) N89°32'27"W 392.27 feet; thence (2) N89°51'45"W 402.23 feet; thence N01°48'53"E 432.14 feet to a south boundary line as determined by a Boundary Line Agreement recorded in the Office of the Davis County Recorder as Entry No. 3399145 in Book 7800 at Page 342; thence along said boundary line agreement S89°46'49"E 392.09 feet to a southwesterly corner of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 1347577 in Book 2176 at Page 915; thence along said deed the following two (2) courses: (1) S89°51'23"E 497.27 feet; thence (2) N12°59'38"W 1.00 feet to a point on the northerly line of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 3237273 in Book 7478 at Page 1033; thence along said deed S89°45'54"E 723.67 feet to a westerly line of CUTLER SUBDIVISION PHASE 5, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 2571788 in Book 5165 at Page 1697; thence along said plat the following four (4) courses: (1) S00°01'43"W 2.88 feet; thence (2) N89°14'56"E 192.21 feet; thence (3) N00°45'01"W 100.54 feet; thence (4) N89°15'01"E 21.25 feet; thence S89°36'24"E 239.38 feet to the point of beginning.

Contains: 17.58 acres +/-
63 LOTS, 3 PARCELS, & 4 STREETS

BEARINGS IN THE BOUNDARY DESCRIPTION ARE BASED ON THE DAVIS COUNTY COORDINATE SYSTEM. ROTATE BEARINGS CLOCKWISE 0°19'27"W FOR THE NAD83 EQUIVALENT BEARING

OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND PUBLIC STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

SUMMERHILL LANE SUBDIVISION

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO CENTERVILLE CITY, DAVIS COUNTY, UTAH, ALL PUBLIC STREETS AND EASEMENTS AS SHOWN ON THIS PLAT AS PUBLIC UTILITY EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY CENTERVILLE CITY.

SIGNED THIS ____ DAY OF _____, 20____

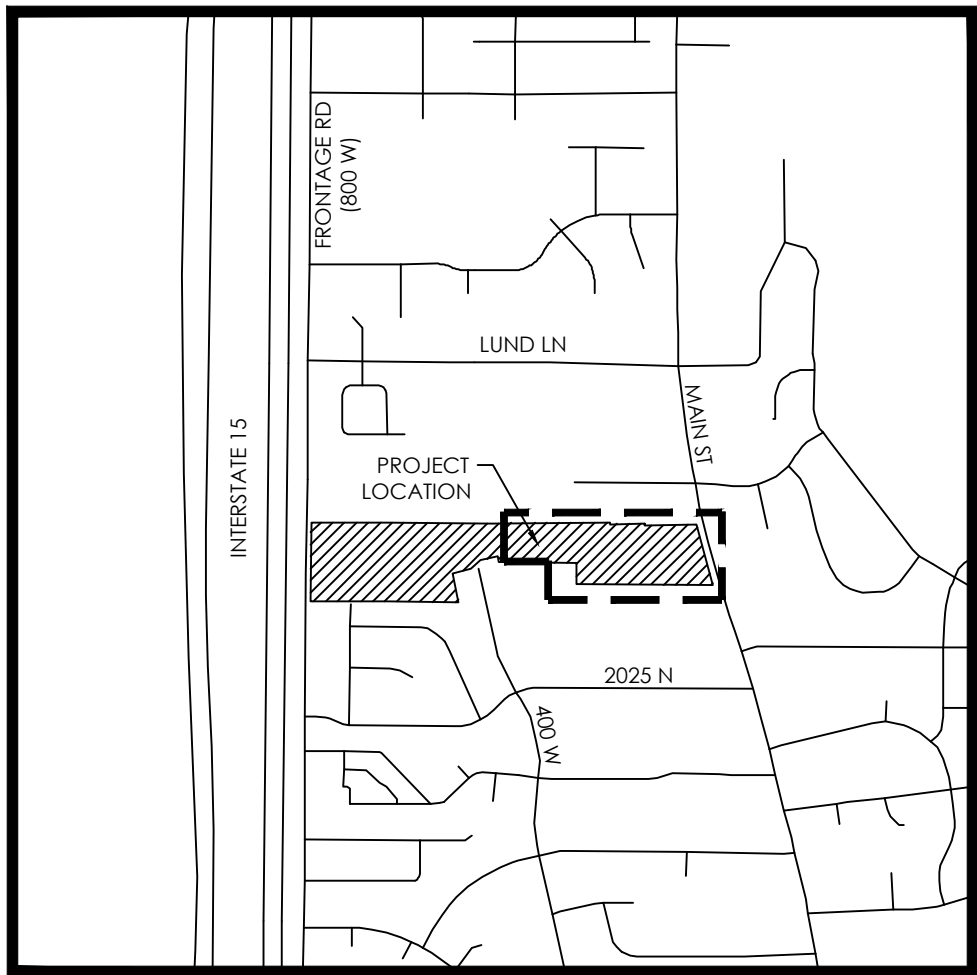
RECORDED

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF

DATE _____ TIME _____ BOOK _____ PAGE _____

COUNTY RECORDER

Z:\2019\18-0378.dwg\sheeta\18-0378 C2 FINAL PLAT.dwg



- LEGEND**
- BOUNDARY
 - SECTION LINE
 - EASEMENT
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - BUILDING SETBACK
 - EXISTING PROPERTY LINE
 - EXISTING STREET MONUMENT
 - SECTION MONUMENT (FOUND)
 - SECTION MONUMENT (CALCULATED)
 - STREET MONUMENT (TO BE SET)
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 - WITNESS MONUMENT (FOUND)
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 - STATE PLANE COORDINATE POINT

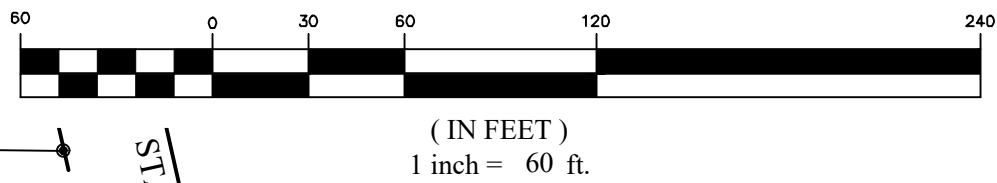
SUMMERHILL LANE

SUBDIVISION

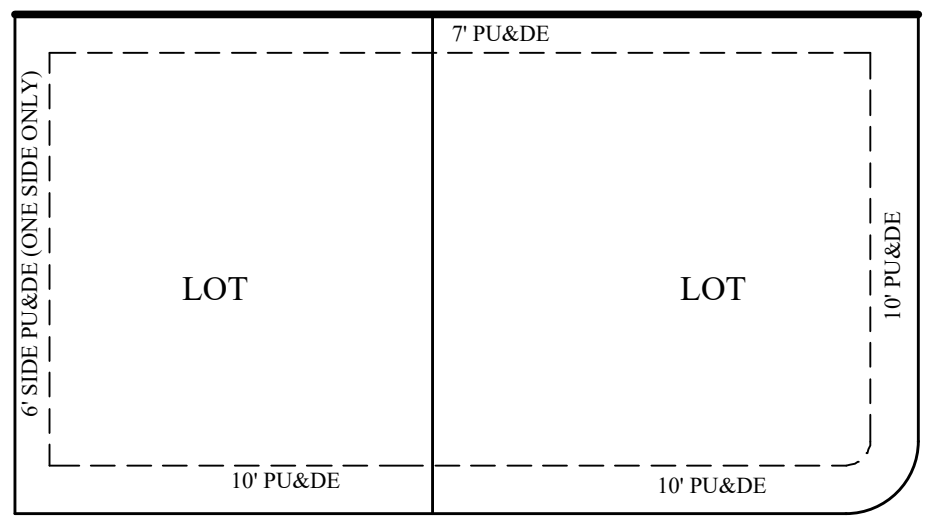
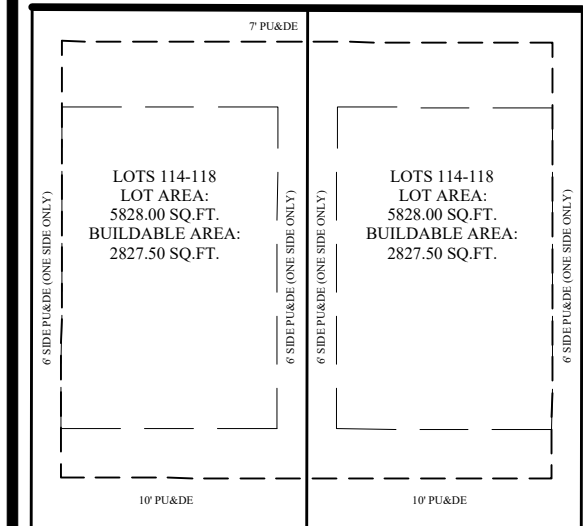
LOCATED IN THE SW 1/4 OF SECTION 31, T3N, R1E,
SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
10/6/2021



GRAPHIC SCALE



VICINITY MAP



SMALLEST LOT SETBACK DETAIL

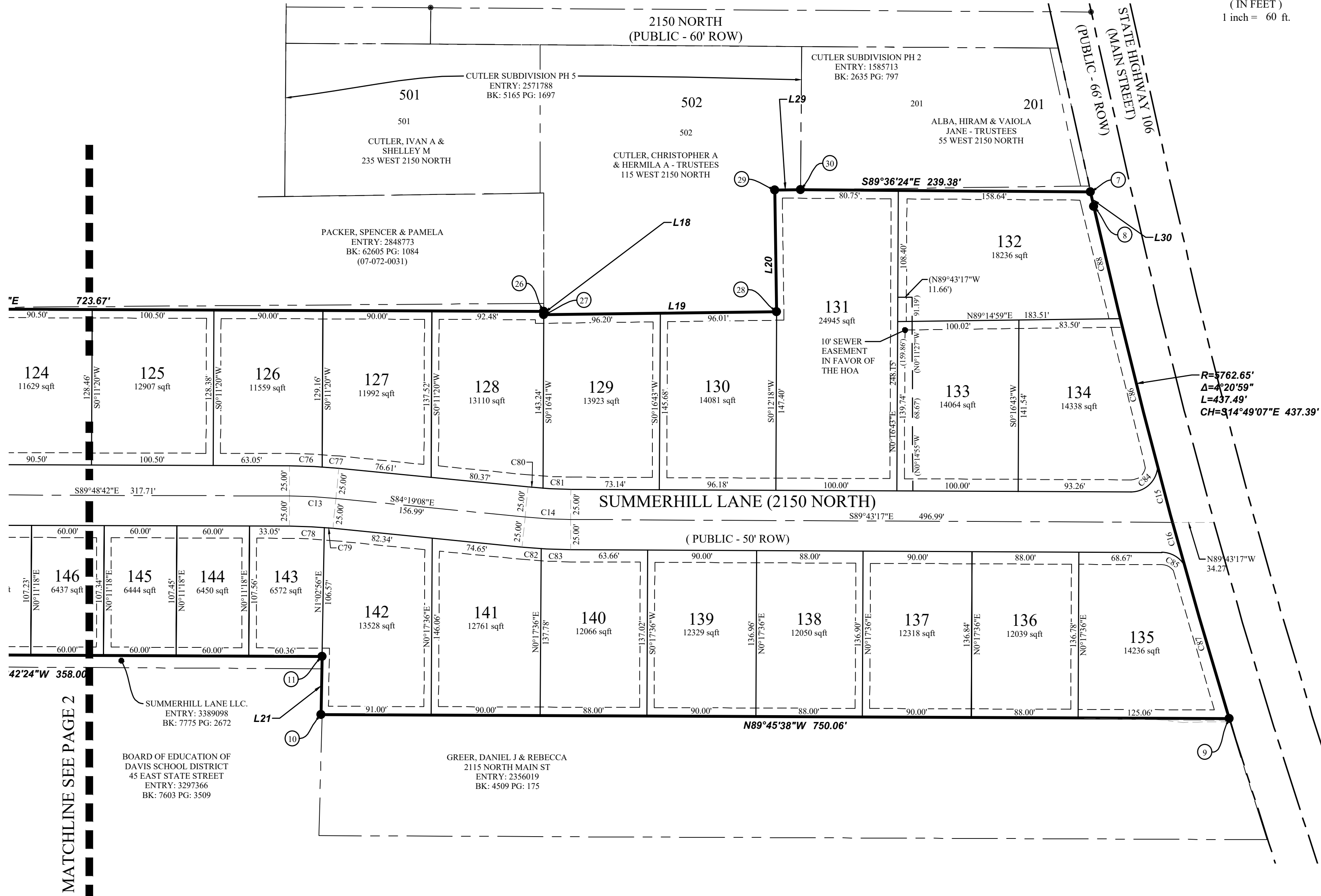
RIGHT OF WAY

TYPICAL PUE DETAIL

N.T.S.

NOTES:

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- THIS PROPERTY IS LOCATED WITHIN THE UNSHADED FEMA ZONE X
- PDO ZONING WAS APPROVED BY CENTERVILLE CITY COUNCIL ON NOVEMBER 17, 2020 VIA ORDINANCE NO. 2020-13
- RECORD OF SURVEY FILE NUMBER: _____
- LOWEST FINISH FLOOR ELEVATIONS = 4228.50'

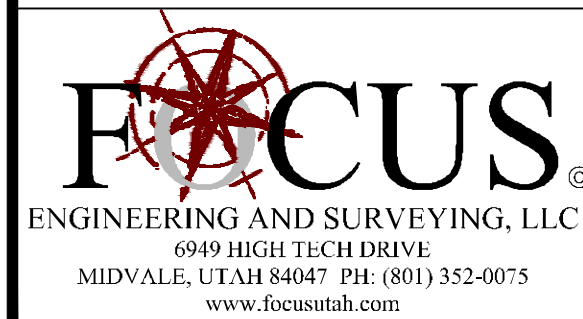


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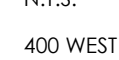
STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____

DATE _____ TIME _____ BOOK _____ PAGE _____

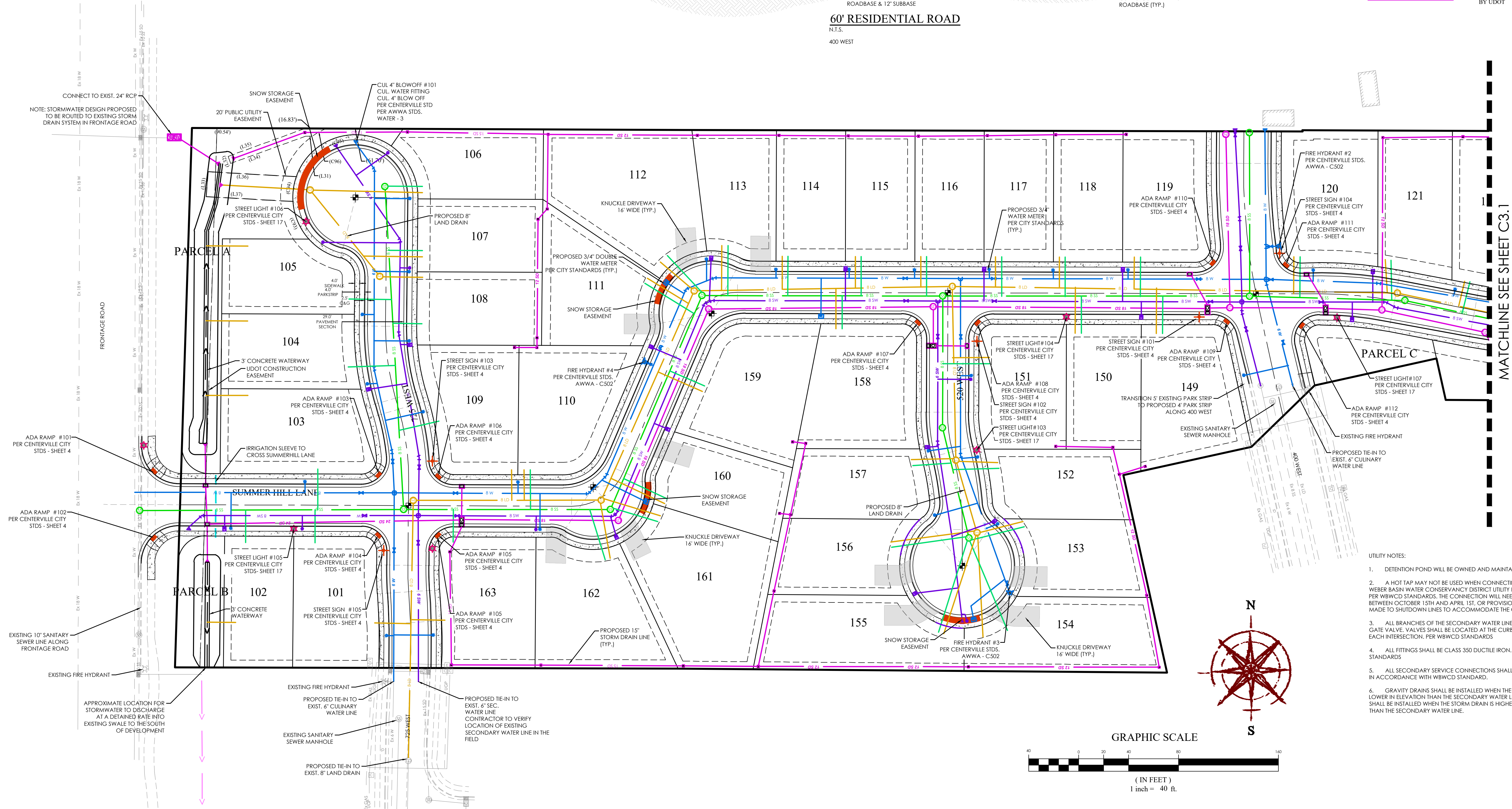
COUNTY RECORDER



Lots: 127-142
Front= 25"
Side= 6' & 8'; 14' Total
Corner side yard= 6' & 20'
Rear= 20'



- # LEGEND
- | | |
|--|----------------------------------|
| | BOUNDARY |
| | ROW |
| | CENTERLINE |
| | LOT LINE |
| | EASEMENT |
| | 15" STORM DRAIN |
| | 8" SANITARY SEWER |
| | 8" CULINARY WATER |
| | 8" SECONDARY WATER |
| | CONTOUR MAJOR |
| | CONTOUR MINOR |
| | EXIST. STORM DRAIN |
| | EXIST. SANITARY SEWER |
| | EXIST. CULINARY WATER |
| | EXIST. FENCE |
| | EXIST. CONTOUR MAJOR |
| | EXIST. CONTOUR MINOR |
| | SIGN |
| | STREET LIGHT |
| | SD MH, INLET, AND COMBO |
| | SEWER MANHOLE |
| | CULINARY VALVE, TEE & BEND |
| | SECONDARY VALVE, TEE & BEND |
| | WATER BLOW-OFF |
| | FIRE HYDRANT |
| | STREET MONUMENT (TO BE SET) |
| | EXIST. STREET MONUMENT |
| | EXIST. SD INLET & MH |
| | EXIST. SEWER MH |
| | EXIST. VALVE, TEE, & BEND |
| | EXIST. FIRE HYDRANT |
| | SPOT ELEVATION |
| | AREA TO BE ENCLOSED UPON BY UDOT |



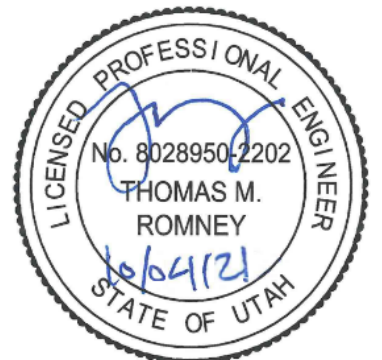
SUMMERHILL LANE SUBDIVISION
Centerville, UT
SITE PLAN

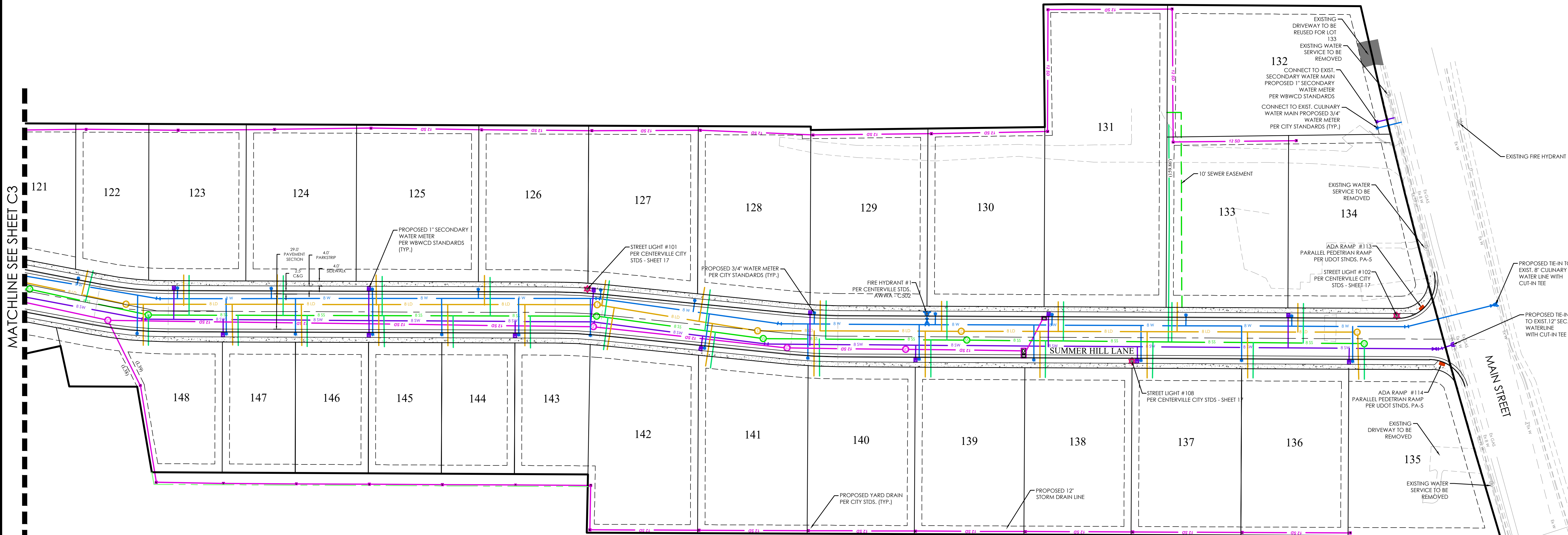
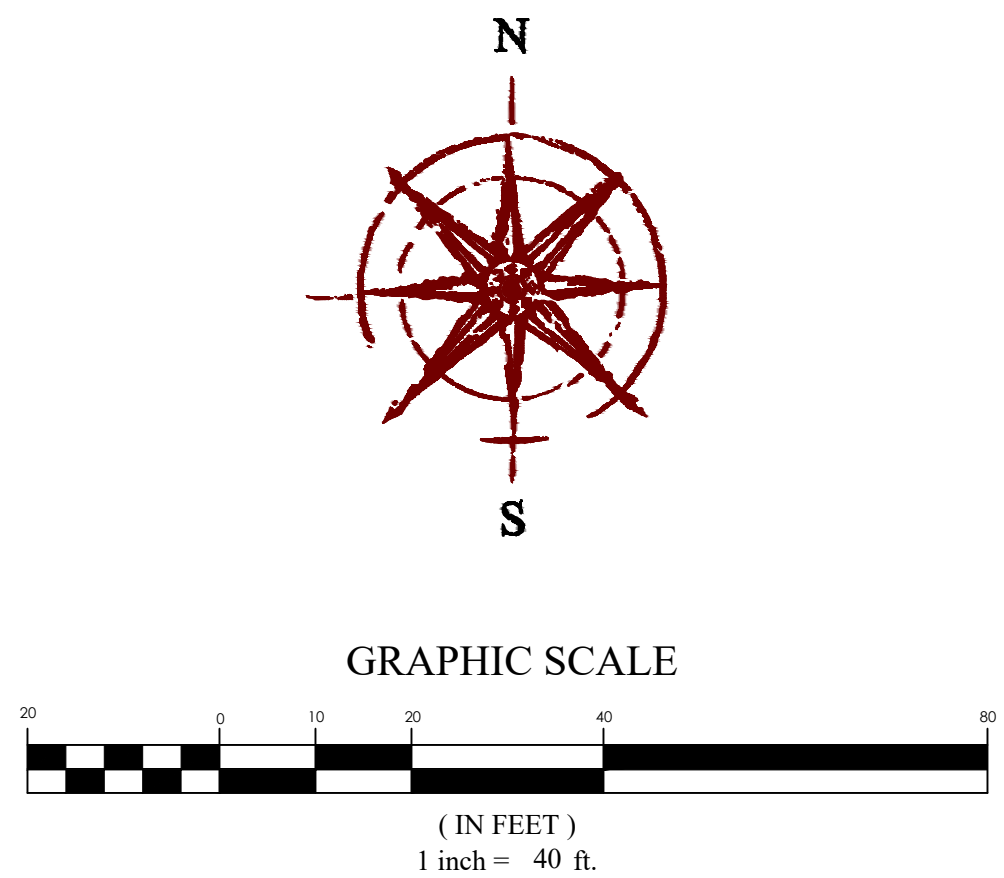
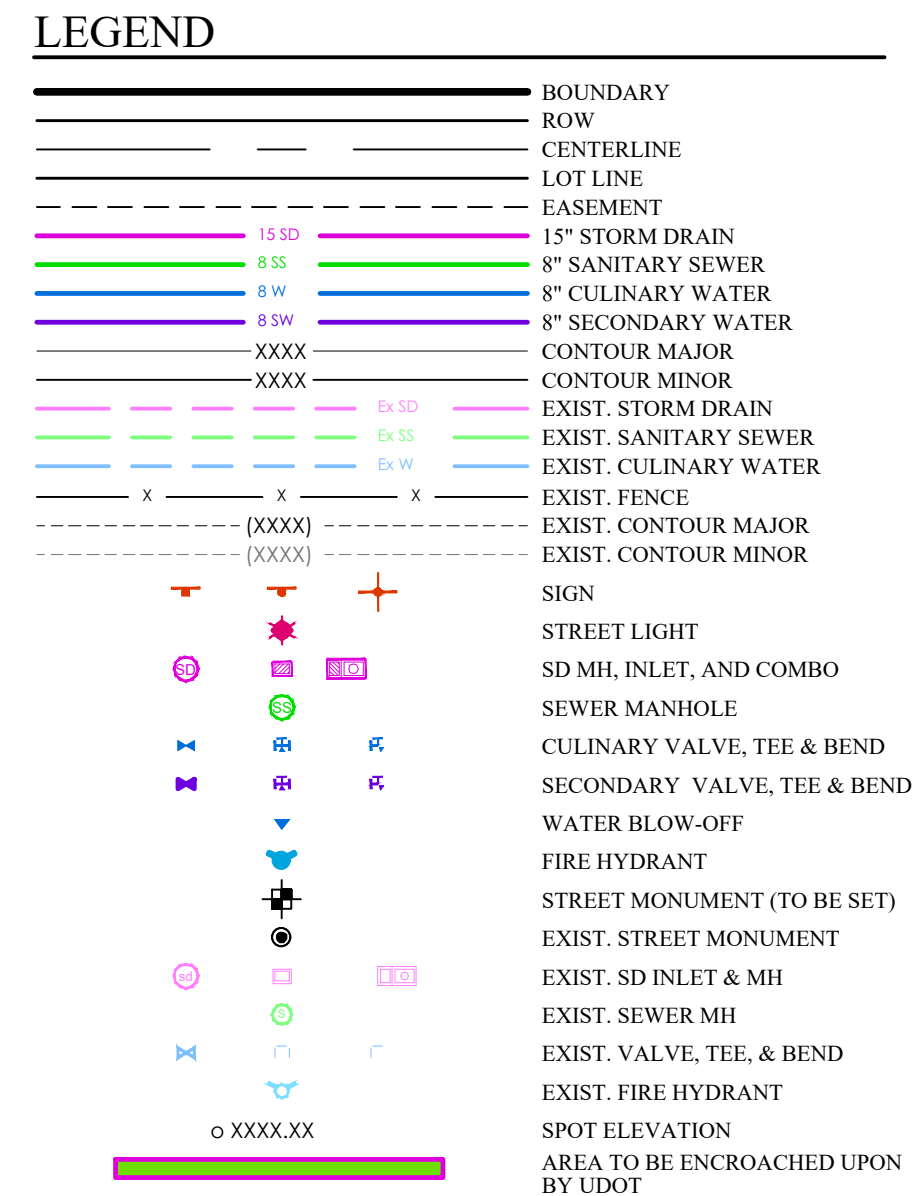
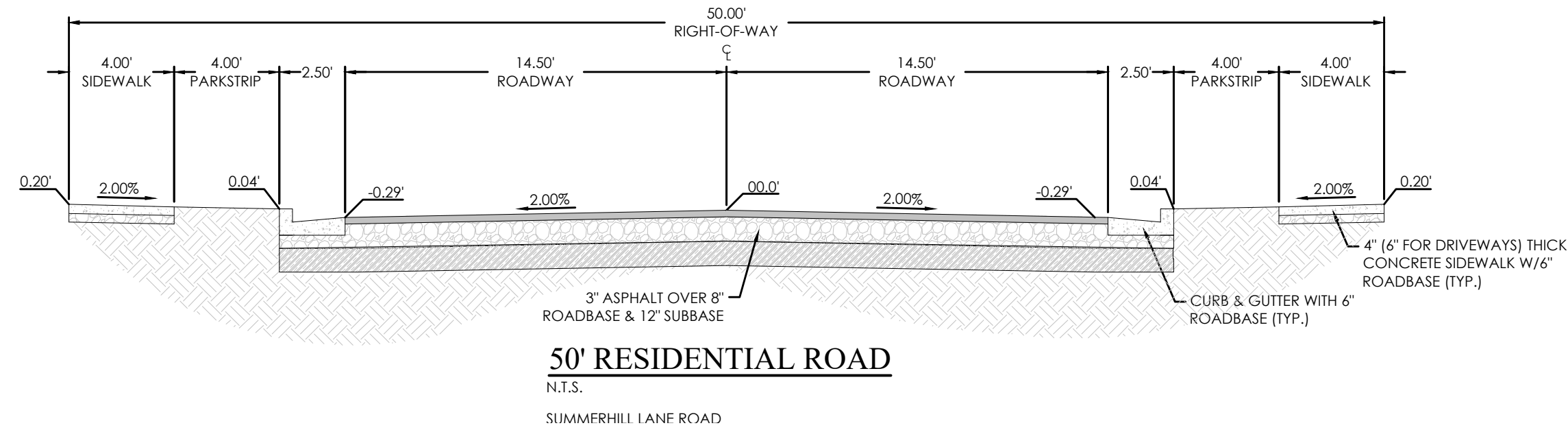
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#	DATE	DESCRIPTION
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2	10/1/2010	
3	10/1/2010	
4	10/1/2010	
5	10/1/2010	

SITE PLAN

Scale: 1"=40'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	

C3





- NOTES:
1. DETENTION POND WILL BE OWNED AND MAINTAINED BY H.O.A.
 2. A HOT TAP MAY NOT BE USED WHEN CONNECTING TO THE EXISTING DISTRICT UTILITY LINES IN MAIN STREET PER SSDS STANDARDS. THE CONNECTION WILL NEED TO BE MADE BETWEEN OCTOBER 15TH AND APRIL 1ST, OR PROVISIONS WILL NEED TO BE MADE TO SHUTDOWN LINES TO ACCOMMODATE THE CONNECTION.
 3. ALL BRANCHES OF THE SECONDARY WATER LINES WILL REQUIRE A GATE VALVE. VALVES SHALL BE LOCATED AT THE CURB TANGENT POINT OF EACH INTERSECTION.
 4. ALL FITTINGS SHALL BE CLASS 350 DUCTILE IRON.
 5. ALL SECONDARY SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WBWCD STANDARDS.
 6. GRAVITY DRAINS SHALL BE INSTALLED WHEN THE STORM DRAIN IS LOWER IN ELEVATION THAN THE SECONDARY WATER LINE. PUMP DRAINS SHALL BE INSTALLED WHEN THE STORM DRAIN IS HIGHER IN ELEVATION THAN THE SECONDARY WATER LINE.

SUMMERHILL LANE SUBDIVISION
Centerville, UT
SITE PLAN

REVISION BLOCK		DESCRIPTION
#	DATE	
1		
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SITE PLAN

Scale: 1"=40'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C3.1

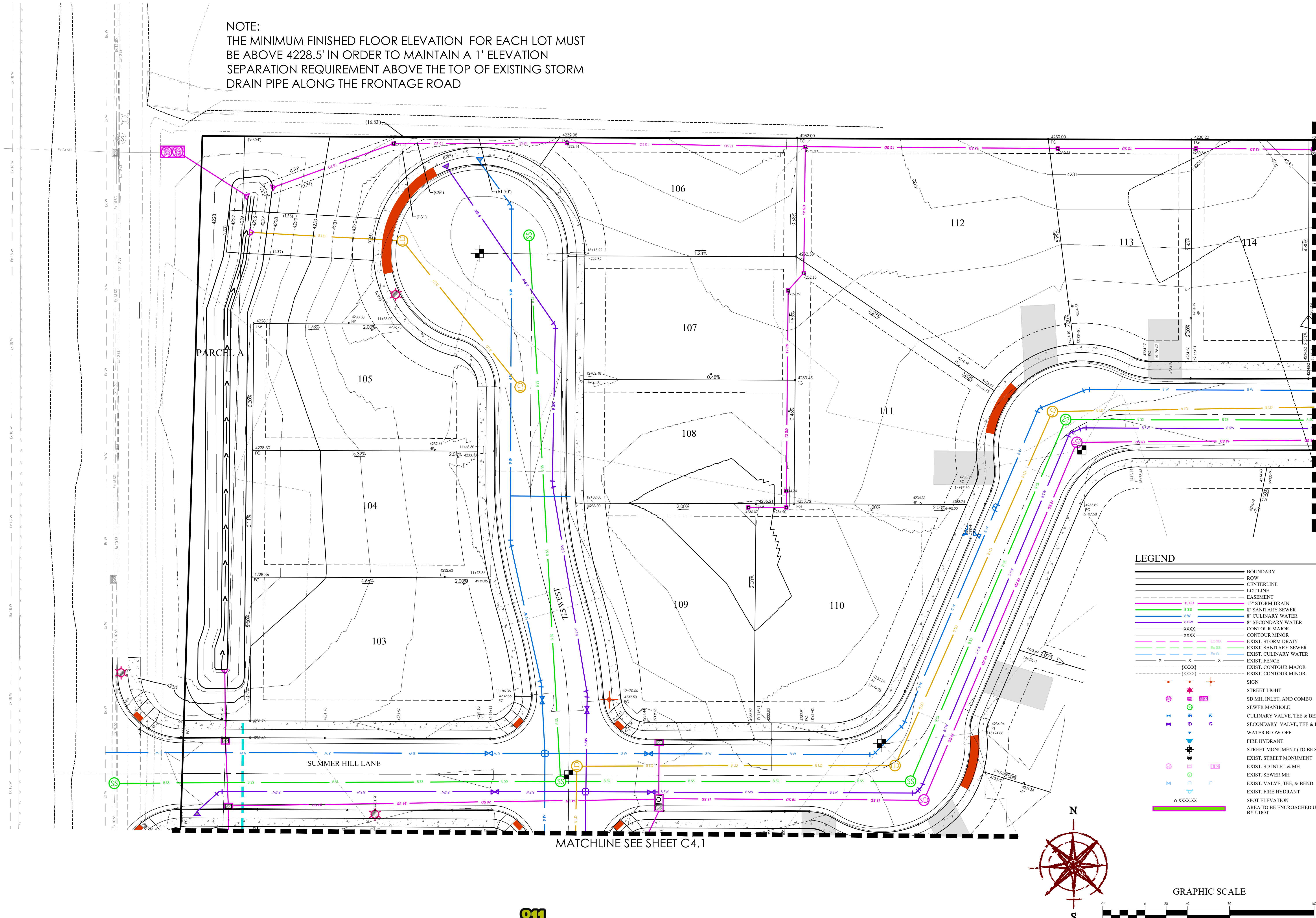
NOTE:
THE MINIMUM FINISHED FLOOR ELEVATION FOR EACH LOT MUST
BE ABOVE 4228.5' IN ORDER TO MAINTAIN A 1' ELEVATION
SEPARATION REQUIREMENT ABOVE THE TOP OF EXISTING STORM
DRAIN PIPE ALONG THE FRONTAGE ROAD

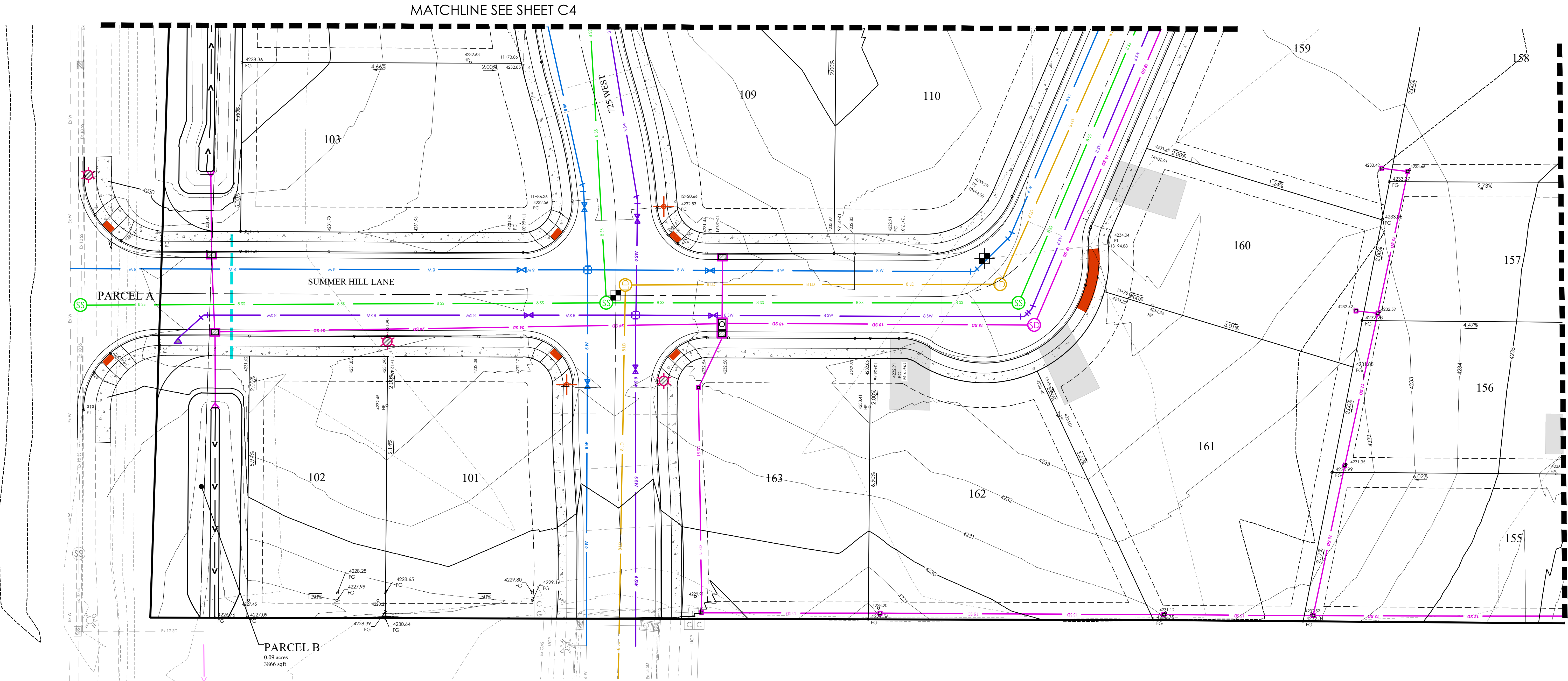
SUMMERHILL LANE SUBDIVISION
Centerville, UT
GRADING PLAN

REVISION BLOCK	
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GRADING PLAN	
Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C4

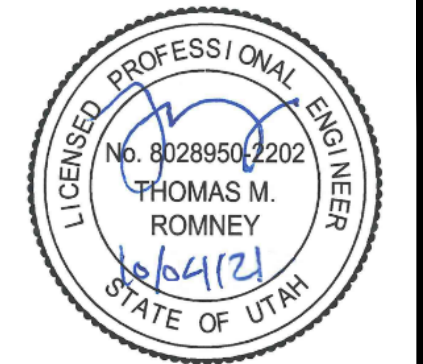
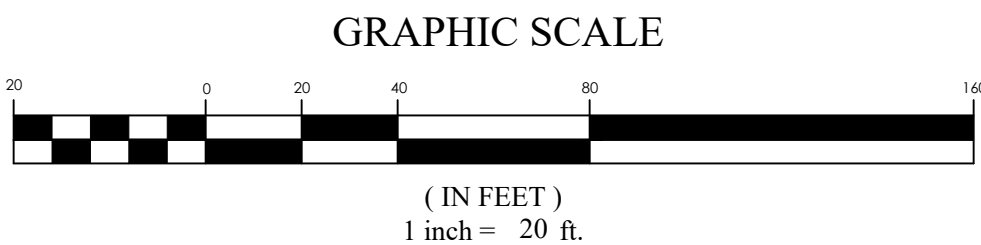
Z:\2019\19-0378\Symphony 60 Lots Centerville\Design\19-0378 C4 Grading Plan.dwg





LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	15" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	8" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
---	SIGN
---	STREET LIGHT
---	SD MH, INLET, AND COMBO
---	SEWER MANHOLE
---	CULINARY VALVE, TEE & BEND
---	SECONDARY VALVE, TEE & BEND
---	WATER BLOW-OFF
---	FIRE HYDRANT
---	STREET MONUMENT (TO BE SET)
---	EXIST. STREET MONUMENT
---	EXIST. SD INLET & MH
---	EXIST. SEWER MH
---	EXIST. VALVE, TEE, & BEND
---	EXIST. FIRE HYDRANT
---	SPOT ELEVATION
---	AREA TO BE ENCROACHED UPON BY UDOT



SUMMERHILL LANE SUBDIVISION
Centerville, UT
GRADING PLAN

REVISION BLOCK	
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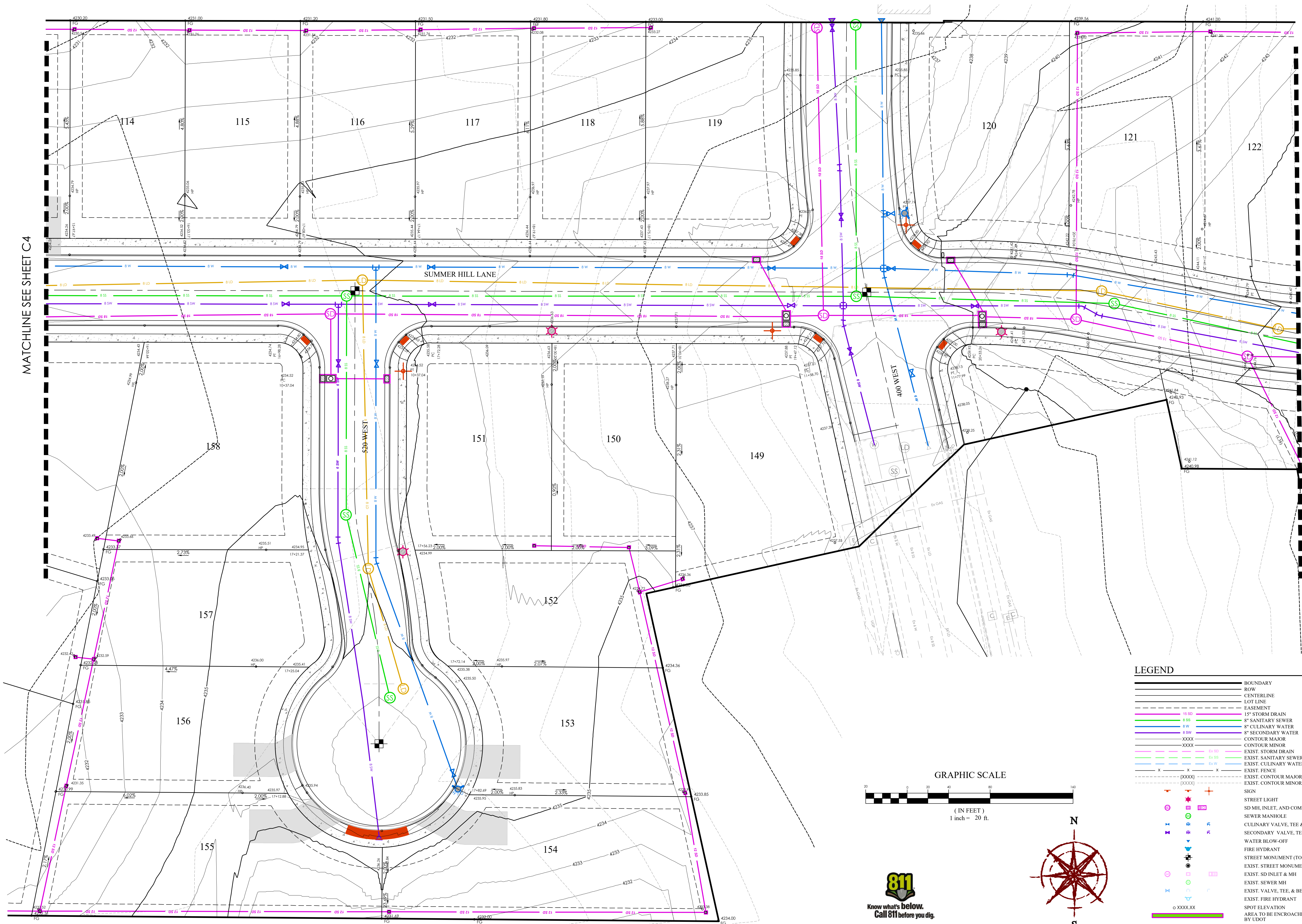
GRADING PLAN

Scale: 1"=20'
Date: 10/06/21
Job #: 19-0378
Sheet: C4.1

Drawn: RSH

MATCHLINE SEE SHEET C4

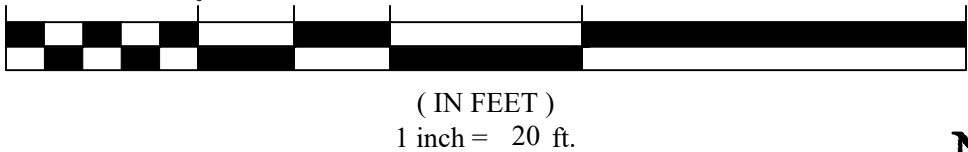
MATCHLINE SEE SHEET C4.3



LEGEND

- | | |
|------------------------------------|------------------------------------|
| BOUNDARY | BOUNDARY |
| ROW | ROW |
| CENTERLINE | CENTERLINE |
| LOT LINE | LOT LINE |
| EASEMENT | EASEMENT |
| 15" STORM DRAIN | 15" STORM DRAIN |
| 8" SANITARY SEWER | 8" SANITARY SEWER |
| 8" CULINARY WATER | 8" CULINARY WATER |
| 8" SECONDARY WATER | 8" SECONDARY WATER |
| CONTOUR MAJOR | CONTOUR MAJOR |
| CONTOUR MINOR | CONTOUR MINOR |
| EXIST. STORM DRAIN | EXIST. STORM DRAIN |
| EXIST. SANITARY SEWER | EXIST. SANITARY SEWER |
| EXIST. CULINARY WATER | EXIST. CULINARY WATER |
| EXIST. FENCE | EXIST. FENCE |
| EXIST. CONTOUR MAJOR | EXIST. CONTOUR MAJOR |
| EXIST. CONTOUR MINOR | EXIST. CONTOUR MINOR |
| SIGN | SIGN |
| STREET LIGHT | STREET LIGHT |
| SD MH, INLET, AND COMBO | SD MH, INLET, AND COMBO |
| SEWER MANHOLE | SEWER MANHOLE |
| CULINARY VALVE, TEE & BEND | CULINARY VALVE, TEE & BEND |
| SECONDARY VALVE, TEE & BEND | SECONDARY VALVE, TEE & BEND |
| WATER BLOW-OFF | WATER BLOW-OFF |
| FIRE HYDRANT | FIRE HYDRANT |
| STREET MONUMENT (TO BE SET) | STREET MONUMENT (TO BE SET) |
| EXIST. STREET MONUMENT | EXIST. STREET MONUMENT |
| EXIST. SD INLET & MH | EXIST. SD INLET & MH |
| EXIST. SEWER MH | EXIST. SEWER MH |
| EXIST. VALVE, TEE, & BEND | EXIST. VALVE, TEE, & BEND |
| EXIST. FIRE HYDRANT | EXIST. FIRE HYDRANT |
| SPOT ELEVATION | SPOT ELEVATION |
| AREA TO BE ENCROACHED UPON BY UDOT | AREA TO BE ENCROACHED UPON BY UDOT |

GRAPHIC SCALE

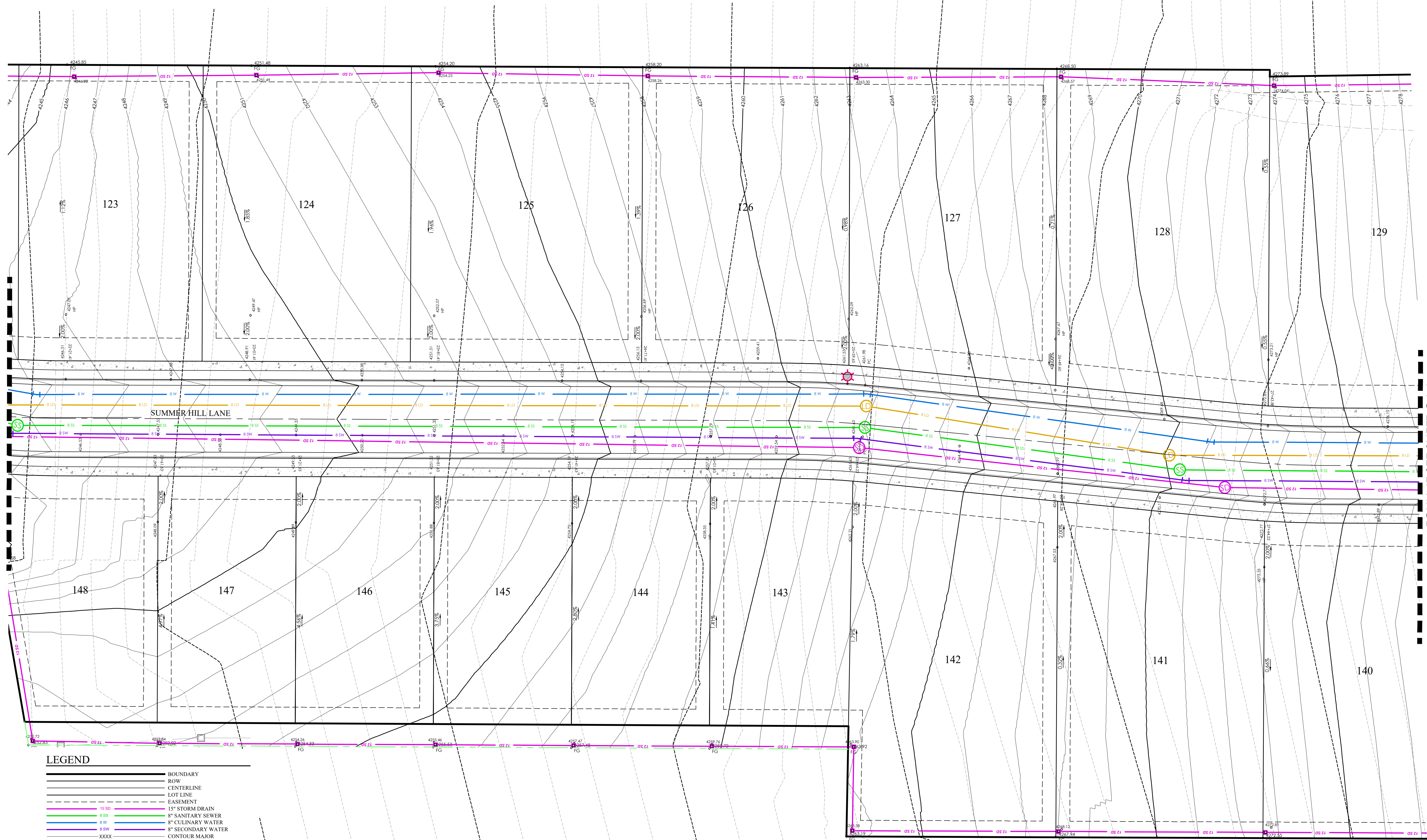


SUMMERHILL LANE SUBDIVISION
Centerville, UT
GRADING PLAN

REVISION BLOCK	
#	DESCRIPTION
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GRADING PLAN	
Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C4.2

MATCHLINE SEE SHEET C4.2

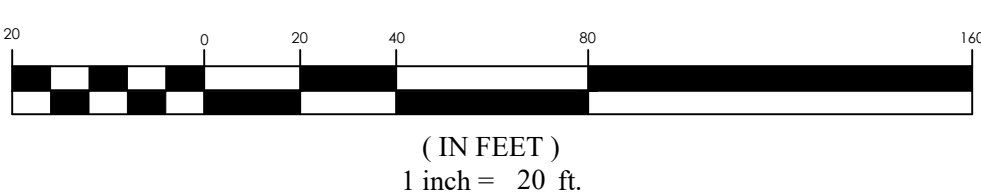


MATCHLINE SEE SHEET C4.4

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" SD
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION
- AREA TO BE EXCAVATED (BY)

GRAPHIC SCALE



SUMMERHILL LANE SUBDIVISION
Centerville, UT
GRADING PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
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GRADING PLAN	
Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C4.3

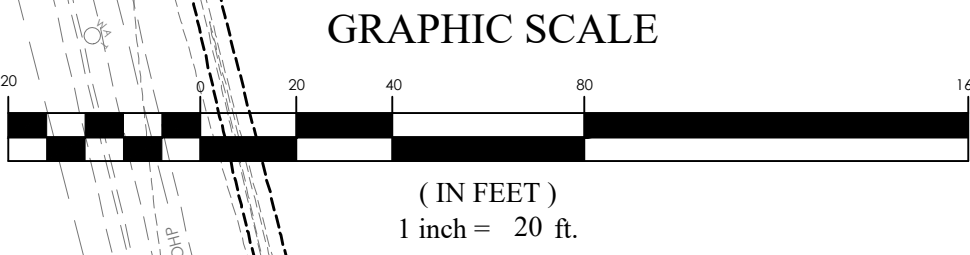


MATCHLINE SEE SHEET C4.3



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	15" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	8" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	CULINARY VALVE, TEE, & BEND
+	SECONDARY VALVE, TEE, & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION
+	AREA TO BE ENCROACHED UPON BY UDOT



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THOMAS M. ROMNEY
6/24/21
STATE OF UTAH

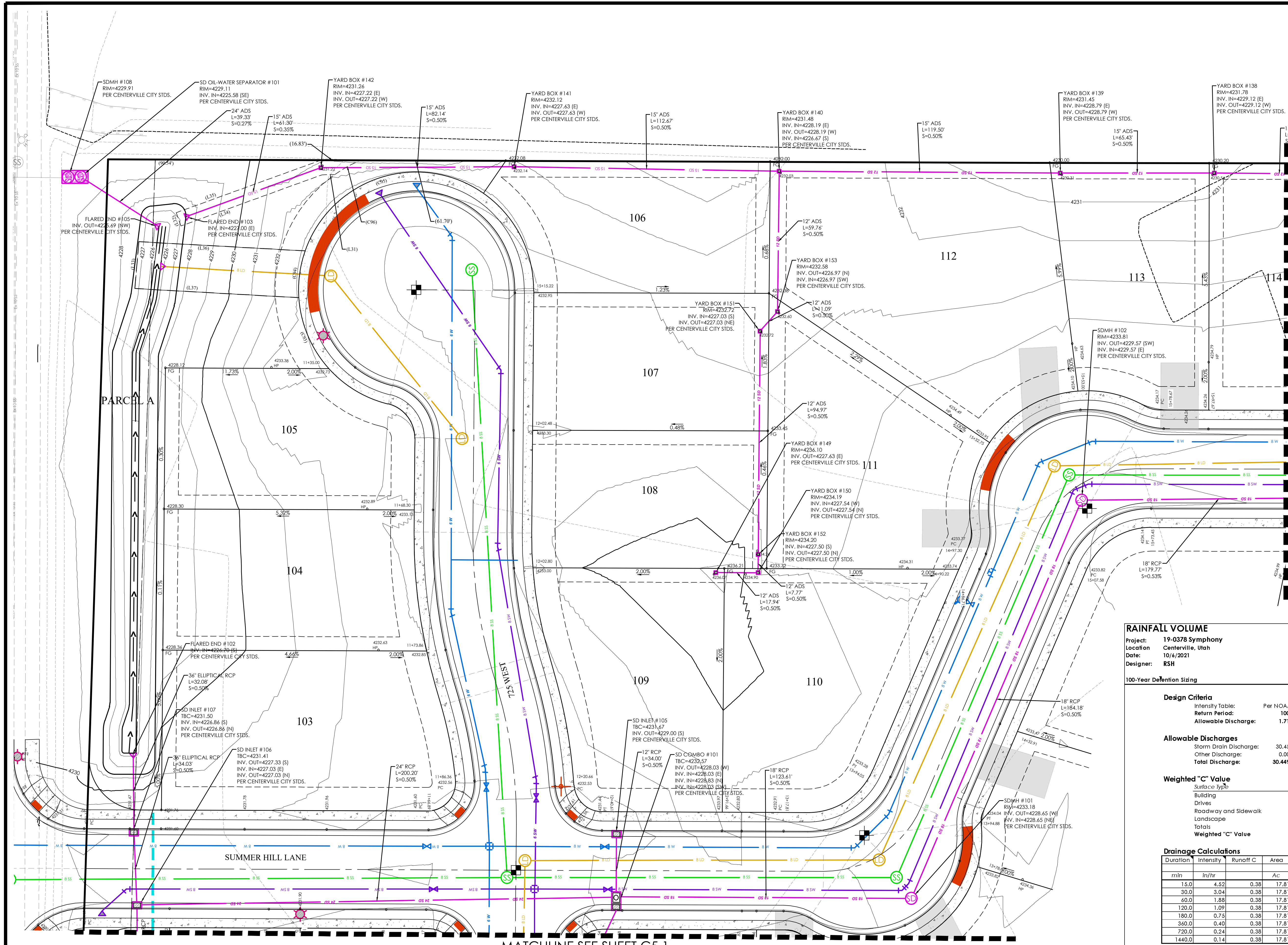
SUMMERHILL LANE SUBDIVISION
Centerville, UT
GRADING PLAN

REVISION BLOCK	DATE	DESCRIPTION
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GRADING PLAN

Scale: 1"=20'
Date: 10/06/21
Sheet: C4.4

Drawn: RSH
Job #: 19-0378



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION
- AREA TO BE ENCROACHED UPON BY UDOT

MATCHLINE SEE SHEET C5.2

RAINFALL VOLUME
Project: 19-0378 Symphony
Location: Centerville, Utah
Date: 10/6/2021
Designer: RSH

100-Year Deflection Sizing

Design Criteria
Intensity Table: Per NOAA Atlas 14
Return Period: 100 year
Allowable Discharge: 1.71 cfs/acre Per Centerville Standards

Allowable Discharges
Storm Drain Discharge: 30.43 cfs
Other Discharge: 0.00 cfs
Total Discharge: 30.44 cfs
Source:

Weighted "C" Value

Surface Type	Area (sf)	"C" Value	C*A
Building	63,000	0.85	53,550
Drives	25,200	0.85	21,420
Roadway and Sidewalk	164,785	0.85	140,068
Landscape	522,690	0.15	78,403
Totals	775,675	0.38	293,441

Drainage Calculations

Duration	Intensity	Runoff C	Area	Rainfall	Accumulated Flow	Allowable Discharge	Discharge	Required Storage
min	in/hr		Ac	cfs	cfs	cfs	cfs	cfs
15.0	4.52	0.38	17.81	30.45	27.404	30.45	27.404	0
30.0	3.04	0.38	17.81	20.48	36.862	30.45	54.808	-17.946
60.0	1.88	0.38	17.81	12.66	45.592	30.45	109.616	-64.023
120.0	1.09	0.38	17.81	7.34	52.868	30.45	219.232	-166.364
180.0	0.75	0.38	17.81	5.05	54.565	30.45	328.848	-274.282
360.0	0.40	0.38	17.81	2.71	58.440	30.45	657.696	-599.056
720.0	0.24	0.38	17.81	1.63	70.426	30.45	1,315.392	-1,244.966
1440.0	0.14	0.38	17.81	0.94	80.902	30.45	2,630.784	-2,549.881

Maximum Storage Requirement: 0
Maximum Storage Requirement (ac-ft): 0.00

MATCHLINE SEE SHEET C5.1

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.



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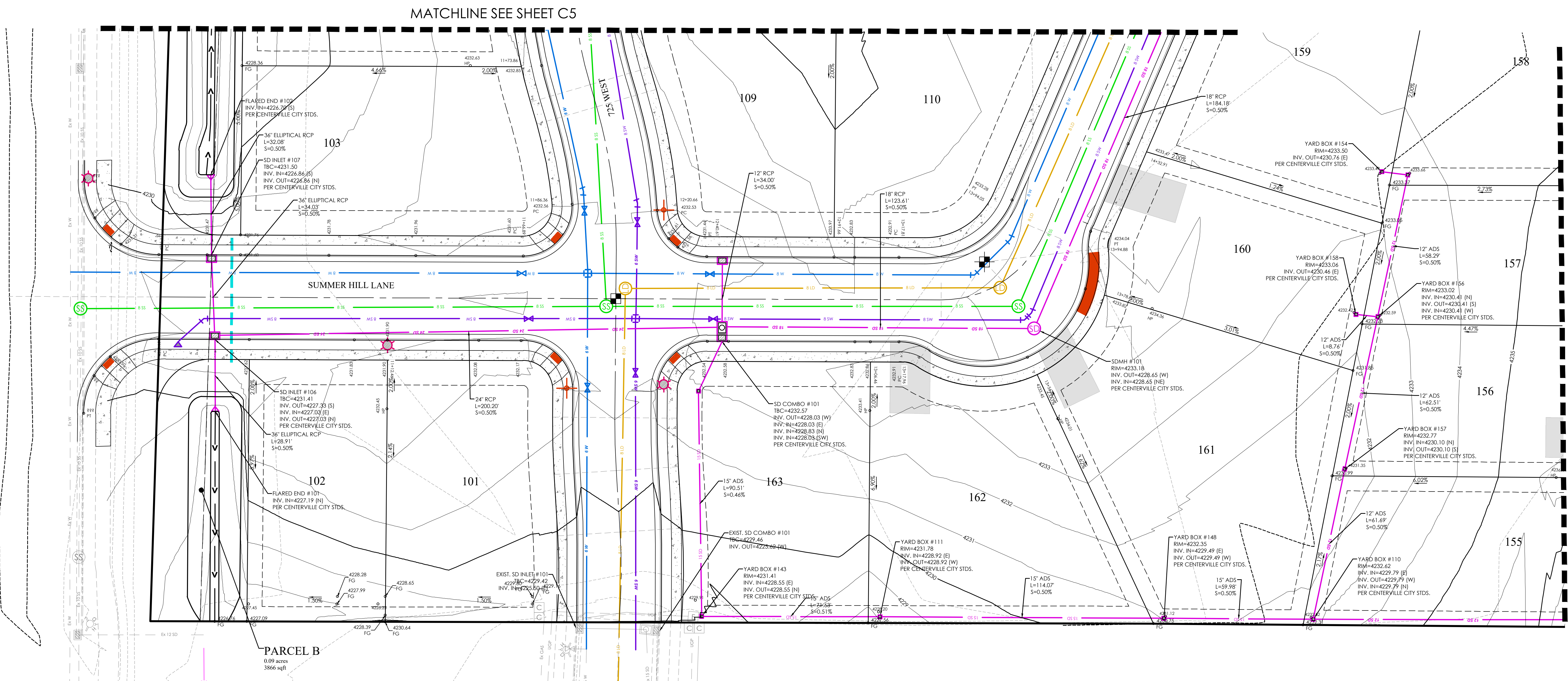
SUMMERHILL LANE SUBDIVISION
Centerville, UT
DRAINAGE PLAN

REVISION BLOCK	
NO.	DESCRIPTION
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DRAINAGE PLAN

Scale: 1"=20' Drawn: RSH
Date: 10/06/21 Job #: 19-0378
Sheet: **C5**

Z:\19\19-0378\19-0378 SYMPHONY\60 Lots Centerville\Design\19-0378 CS DRAINAGE PLAN.dwg



LEGEND

BOUNDARY	15" SD	15" STORM DRAIN
ROW	8" SS	8" SANITARY SEWER
CENTERLINE	8" W	8" CULINARY WATER
LOT LINE	8" SW	8" SECONDARY WATER
EASEMENT	XXXX	CONTOUR MAJOR
CONTOUR MAJOR	XXXX	CONTOUR MINOR
CONTOUR MINOR	XXXX	EXIST. STORM DRAIN
EXIST. STORM DRAIN	XXXX	EXIST. SANITARY SEWER
EXIST. SANITARY SEWER	XXXX	EXIST. CULINARY WATER
EXIST. CULINARY WATER	XXXX	EXIST. FENCE
EXIST. FENCE	XXXX	EXIST. CONTOUR MAJOR
EXIST. CONTOUR MAJOR	XXXX	EXIST. CONTOUR MINOR
EXIST. CONTOUR MINOR	XXXX	SIGN
SIGN	XXXX	STREET LIGHT
STREET LIGHT	XXXX	SD MH, INLET, AND COMBO
SD MH, INLET, AND COMBO	XXXX	SEWER MANHOLE
SEWER MANHOLE	XXXX	CULINARY VALVE, TEE & BEND
CULINARY VALVE, TEE & BEND	XXXX	SECONDARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND	XXXX	WATER BLOW-OFF
WATER BLOW-OFF	XXXX	FIRE HYDRANT
FIRE HYDRANT	XXXX	STREET MONUMENT (TO BE SET)
STREET MONUMENT (TO BE SET)	XXXX	EXIST. STREET MONUMENT
EXIST. STREET MONUMENT	XXXX	EXIST. SD INLET & MH
EXIST. SD INLET & MH	XXXX	EXIST. SEWER MH
EXIST. SEWER MH	XXXX	EXIST. VALVE, TEE, & BEND
EXIST. VALVE, TEE, & BEND	XXXX	EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT	XXXX	SPOT ELEVATION
SPOT ELEVATION	XXXX	AREA TO BE ENCROACHED UPON BY UDOT

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

0 20 40 60 80 100 120 140

North Arrow

N
S



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THOMAS M. ROMNEY
6/4/21
STATE OF UTAH

SUMMERHILL LANE SUBDIVISION
Centerville, UT
DRAINAGE PLAN

REVISION	DATE	DESCRIPTION
1	10/06/21	10/06/21
2	10/06/21	10/06/21
3	10/06/21	10/06/21
4	10/06/21	10/06/21
5	10/06/21	10/06/21
6	10/06/21	10/06/21

DRAINAGE PLAN

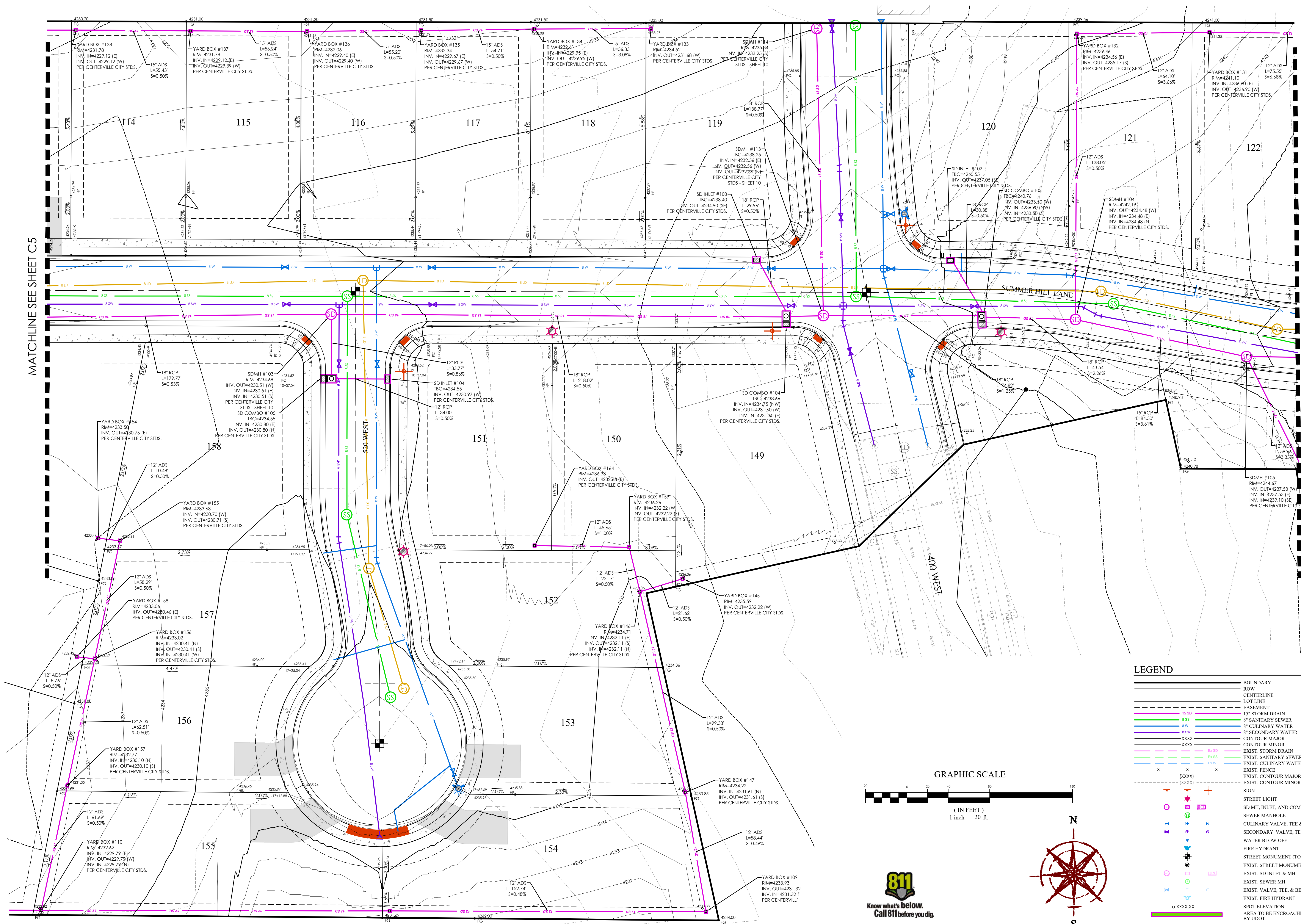
Scale: 1"=20'
Date: 10/06/21
Job #: 19-0378
Sheet: C5.1

Drawn: RSH
Job #: 19-0378

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MATCHLINE SEE SHEET C5

MATCHLINE SEE SHEET C5.3



LEGEND

- | | | |
|-----------------------------|--------|------------------------------------|
| BOUNDARY | 15" SD | 15" STORM DRAIN |
| ROW | 8" SS | 8" SANITARY SEWER |
| CENTERLINE | 8" CW | 8" CULINARY WATER |
| LOT LINE | 8" SW | 8" SECONDARY WATER |
| EASEMENT | XXXX | CONTOUR MAJOR |
| CONTOUR MAJOR | XXXX | CONTOUR MINOR |
| CONTOUR MINOR | XXXX | EXIST. STORM DRAIN |
| EXIST. STORM DRAIN | XXXX | EXIST. SANITARY SEWER |
| EXIST. SANITARY SEWER | XXXX | EXIST. CULINARY WATER |
| EXIST. CULINARY WATER | XXXX | EXIST. FENCE |
| EXIST. FENCE | XXXX | EXIST. CONTOUR MAJOR |
| EXIST. CONTOUR MAJOR | XXXX | EXIST. CONTOUR MINOR |
| EXIST. CONTOUR MINOR | XXXX | SIGN |
| SIGN | XXXX | STREET LIGHT |
| STREET LIGHT | XXXX | SD MH, INLET, AND COMBO |
| SD MH, INLET, AND COMBO | XXXX | SEWER MANHOLE |
| SEWER MANHOLE | XXXX | CULINARY VALVE, TEE & BEND |
| CULINARY VALVE, TEE & BEND | XXXX | SECONDARY VALVE, TEE & BEND |
| SECONDARY VALVE, TEE & BEND | XXXX | WATER BLOW-OFF |
| WATER BLOW-OFF | XXXX | FIRE HYDRANT |
| FIRE HYDRANT | XXXX | STREET MONUMENT (TO BE SET) |
| STREET MONUMENT (TO BE SET) | XXXX | EXIST. STREET MONUMENT |
| EXIST. STREET MONUMENT | XXXX | EXIST. SD INLET & MH |
| EXIST. SD INLET & MH | XXXX | EXIST. SEWER MH |
| EXIST. SEWER MH | XXXX | EXIST. VALVE, TEE & BEND |
| EXIST. VALVE, TEE & BEND | XXXX | EXIST. FIRE HYDRANT |
| EXIST. FIRE HYDRANT | XXXX | SPOT ELEVATION |
| SPOT ELEVATION | XXXX | AREA TO BE ENCROACHED UPON BY UDOT |

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

N

S



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SUMMERHILL LANE SUBDIVISION
Centerville, UT
DRAINAGE PLAN

REVISION BLOCK		DESCRIPTION
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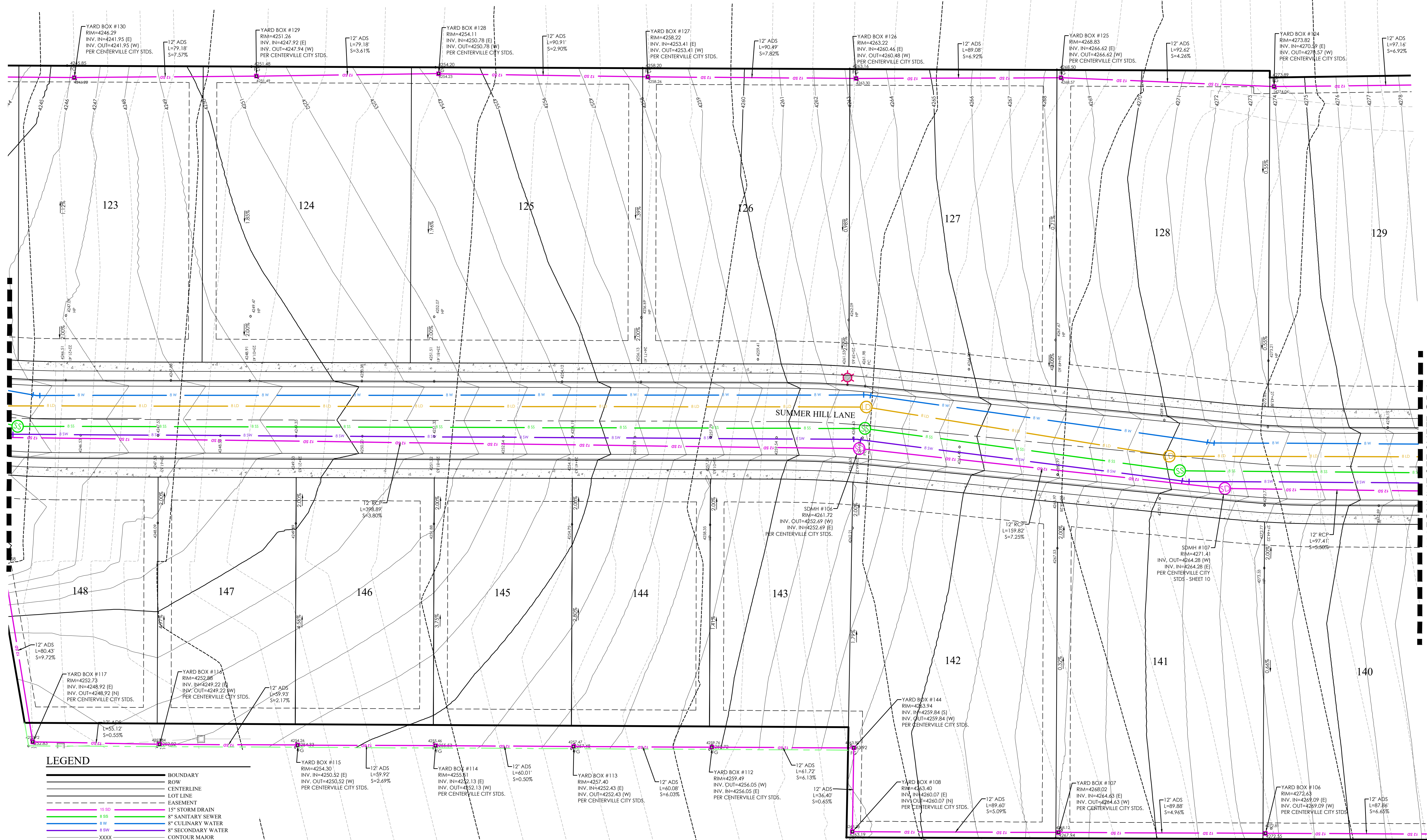
DRAINAGE PLAN

Scale: 1"=20'
Date: 10/06/21
Sheet: C5.2

Drawn: RSH
Job #: 19-0378

C5.2

MATCHLINE SEE SHEET C5.2



MATCHLINE SEE SHEET C5.4

LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO SEWER MANHOLE
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION
- AREA TO BE EXCAVATED

GRAPHIC SCALE



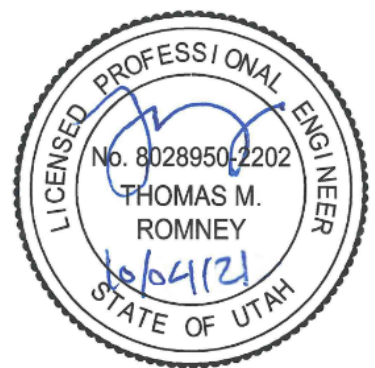
(IN FEET)
1 inch = 20 ft.



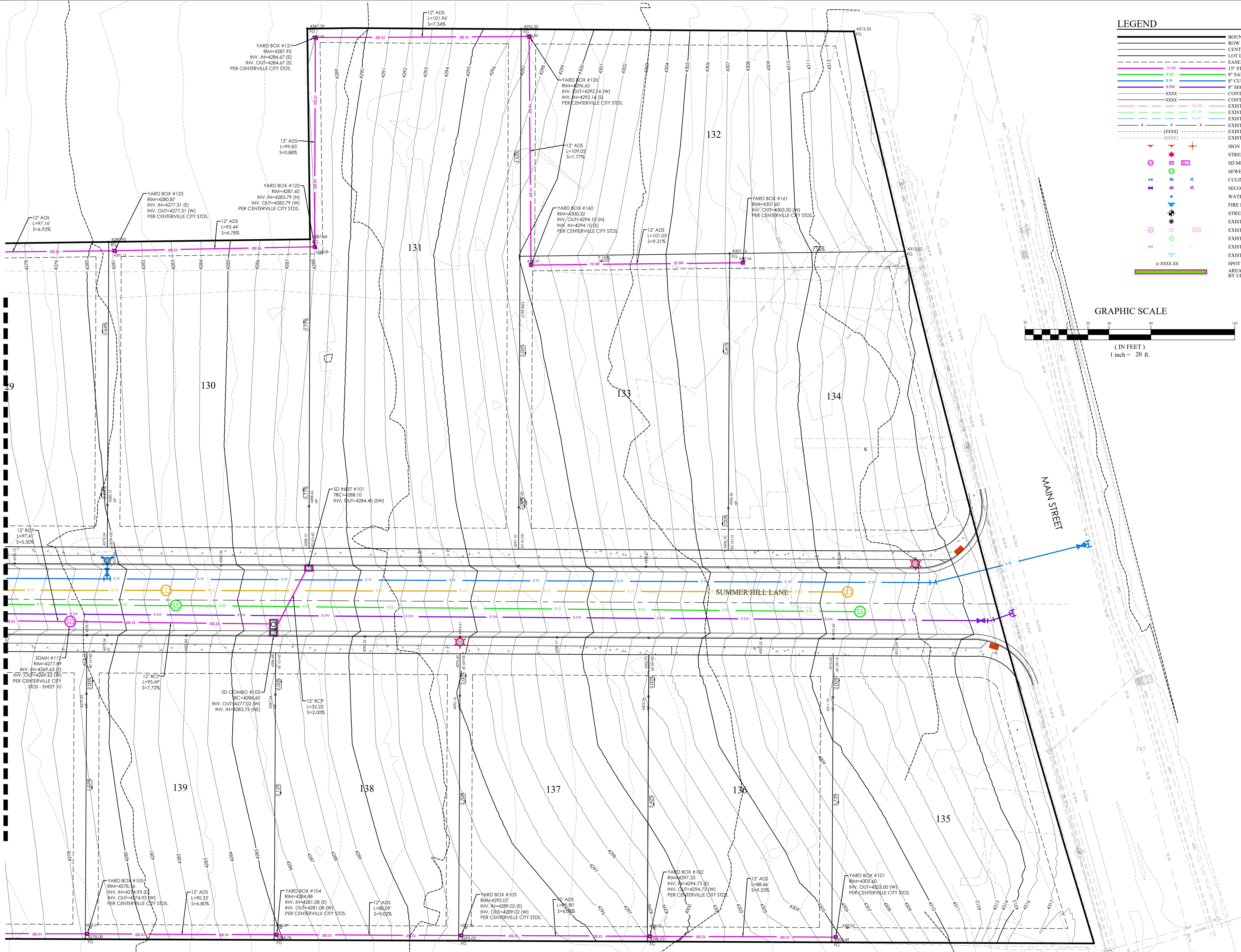
SUMMERHILL LANE SUBDIVISION
Centerville, UT
DRAINAGE PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
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6	

DRAINAGE PLAN	
Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C5.3

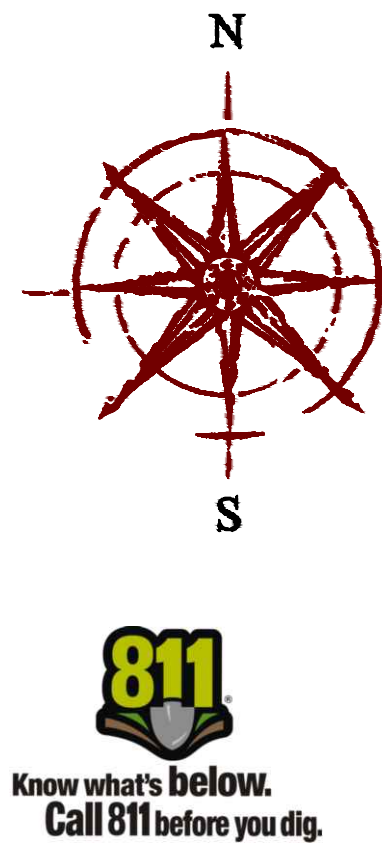
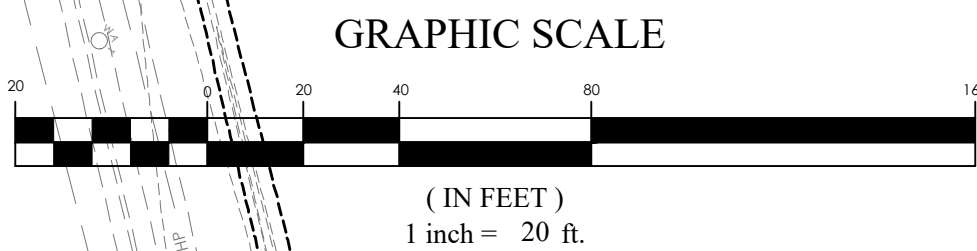


MATCHLINE SEE SHEET C5.3



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	15" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	8" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	CULINARY VALVE, TEE, & BEND
+	SECONDARY VALVE, TEE, & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION
+	AREA TO BE ENCROACHED UPON BY UDOT



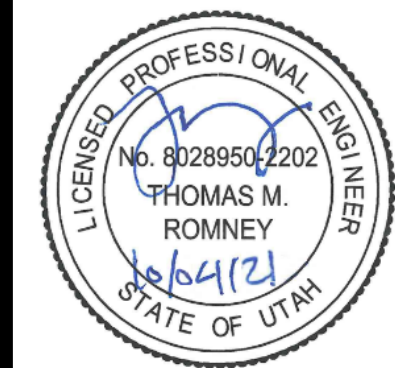
SUMMERHILL LANE SUBDIVISION
Centerville, UT
DRAINAGE PLAN

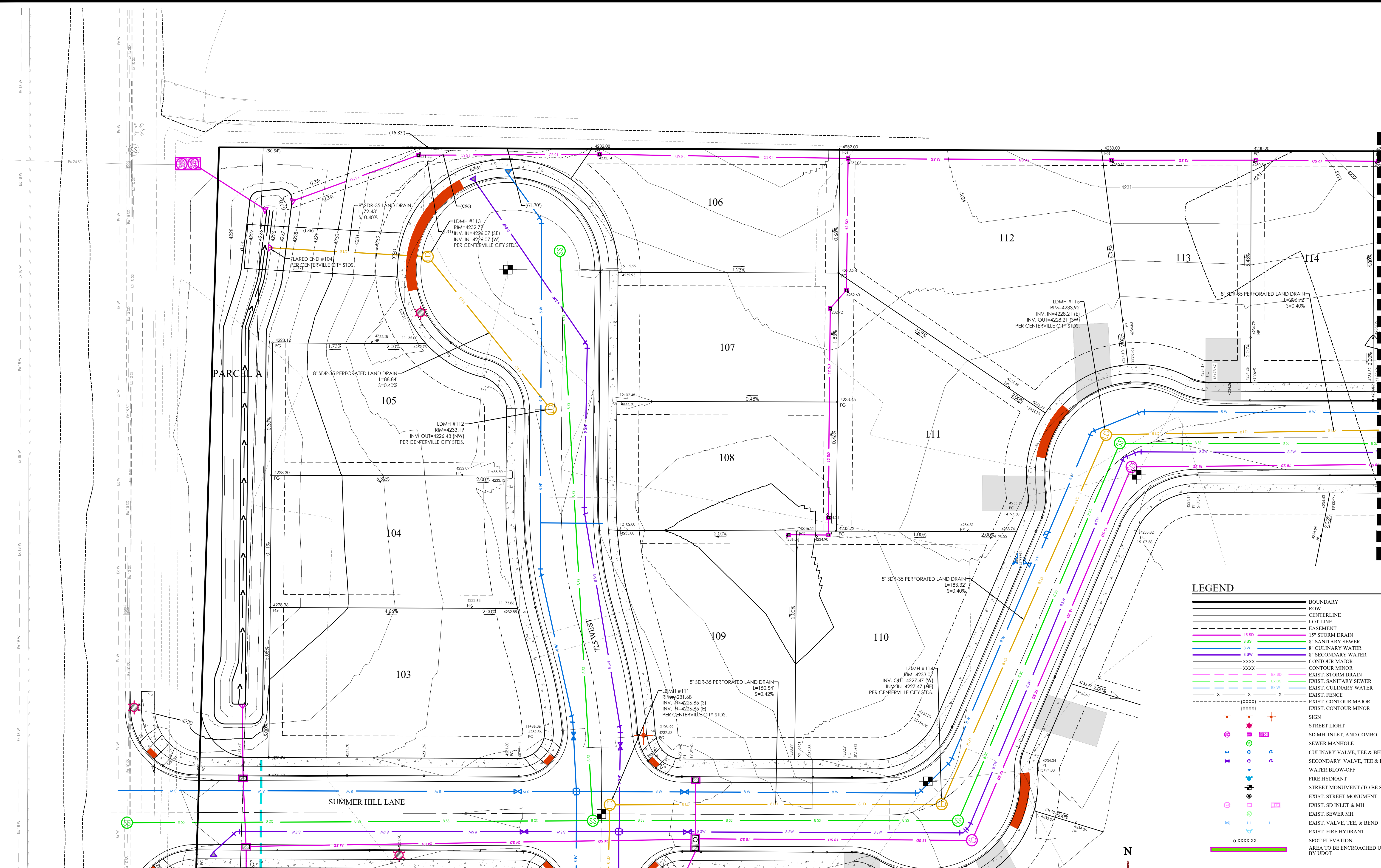
REVISION BLOCK	
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DRAINAGE PLAN

Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C5.4

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MATCHLINE SEE SHEET C5.6

MATCHLINE SEE SHEET C5.7

LEGEND

[Symbol]	BOUNDARY
[Symbol]	ROW
[Symbol]	CENTERLINE
[Symbol]	LOT LINE
[Symbol]	EASEMENT
[Symbol]	15" STORM DRAIN
[Symbol]	8" SANITARY SEWER
[Symbol]	8" CULINARY WATER
[Symbol]	8" SECONDARY WATER
[Symbol]	CONTOUR MAJOR
[Symbol]	CONTOUR MINOR
[Symbol]	EXIST. STORM DRAIN
[Symbol]	EXIST. SANITARY SEWER
[Symbol]	EXIST. CULINARY WATER
[Symbol]	EXIST. FENCE
[Symbol]	EXIST. CONTOUR MAJOR
[Symbol]	EXIST. CONTOUR MINOR
[Symbol]	SIGN
[Symbol]	STREET LIGHT
[Symbol]	SD MH, INLET, AND COMBO
[Symbol]	SEWER MANHOLE
[Symbol]	CULINARY VALVE, TEE & BEND
[Symbol]	SECONDARY VALVE, TEE & BEND
[Symbol]	WATER BLOW-OFF
[Symbol]	FIRE HYDRANT
[Symbol]	STREET MONUMENT (TO BE SET)
[Symbol]	EXIST. STREET MONUMENT
[Symbol]	EXIST. SD INLET & MH
[Symbol]	EXIST. SEWER MH
[Symbol]	EXIST. VALVE, TEE, & BEND
[Symbol]	EXIST. FIRE HYDRANT
[Symbol]	SPOT ELEVATION
[Symbol]	AREA TO BE ENCROACHED UPON BY UDOT



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THOMAS M. ROMNEY
664121
STATE OF UTAH

SUMMERHILL LANE SUBDIVISION
Centerville, UT
LAND DRAIN PLAN

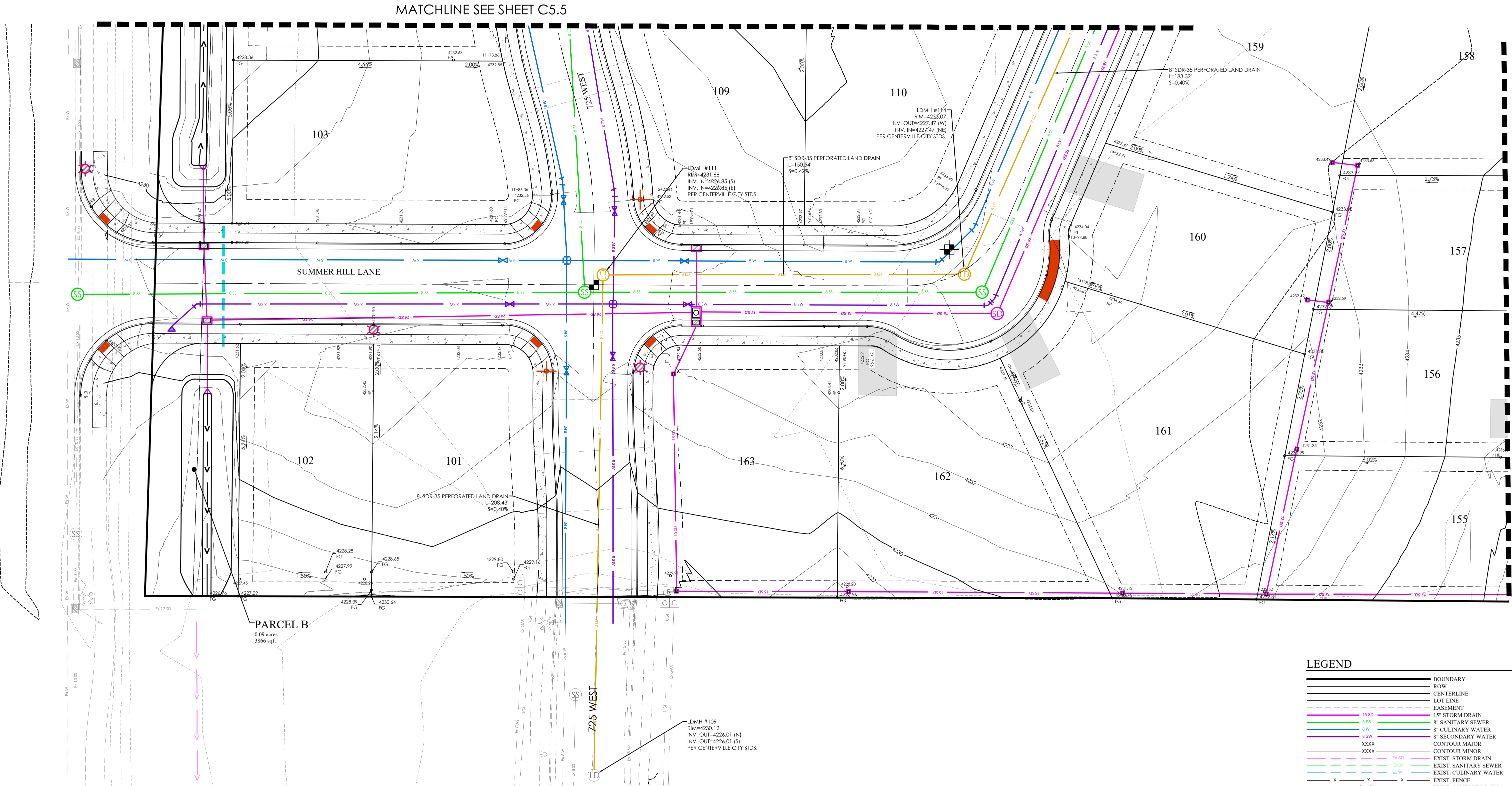
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LAND DRAIN PLAN

Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	

C5.5

Z:\2019\19-0378\Symphony 60 Lots Centerville\Design\19-0378\DWG\Sheets\19-0378 C5.5 LAND DRAIN PLAN.dwg



MATCHLINE SEE SHEET C5.5

MATCHLINE SEE SHEET C5.7

PARCEL B
0.09 acres
3866 sqft

LDMH #109
RIM=4230.12
INV. OUT=4226.01 (N)
INV. OUT=4226.01 (S)
PER CENTERVILLE CITY STDS.

LDMH #111
RIM=4231.68
INV. IN=4226.85 (S)
INV. IN=4226.85 (E)
PER CENTERVILLE CITY STDS.

LDMH #114
RIM=4233.07
INV. OUT=4227.47 (W)
INV. IN=4227.47 (NE)
PER CENTERVILLE CITY STDS.

LEGEND

15 SD

8 SS

8 W

8 SW

XXXX

XXXX

Ex SD

Ex SS

Ex W

Ex SW

x x

(XXXX)

(XXXX)

BOUNDARY

ROW

CENTERLINE

LOT LINE

EASEMENT

15" STORM DRAIN

8" SANITARY SEWER

8" CULINARY WATER

8" SECONDARY WATER

CONTOUR MAJOR

CONTOUR MINOR

EXIST. STORM DRAIN

EXIST. SANITARY SEWER

EXIST. CULINARY WATER

EXIST. FENCE

EXIST. CONTOUR MAJOR

EXIST. CONTOUR MINOR

SIGN

STREET LIGHT

SD MH, INLET, AND COMBO

SEWER MANHOLE

CULINARY VALVE, TEE & BEND

SECONDARY VALVE, TEE & BEND

WATER BLOW-OFF

FIRE HYDRANT

STREET MONUMENT (TO BE SET)

EXIST. STREET MONUMENT

EXIST. SD INLET & MH

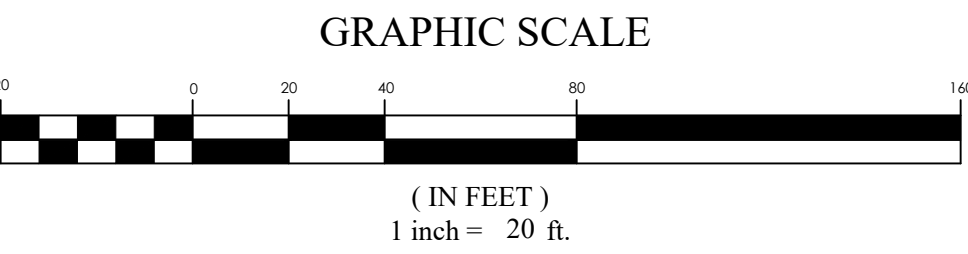
EXIST. SEWER MH

EXIST. VALVE, TEE, & BEND

EXIST. FIRE HYDRANT

SPOT ELEVATION

AREA TO BE ENCROACHED UPON BY UDOT



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LICENSED PROFESSIONAL ENGINEER

No. 8028950-2202

THOMAS M. ROMNEY

6/6/21

STATE OF UTAH

SUMMERHILL LANE SUBDIVISION

Centerville, UT

LAND DRAIN PLAN

REVISION BLOCK	
#	DESCRIPTION
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LAND DRAIN PLAN

Scale: 1"=20'

Date: 10/06/21

Drawn: RSH

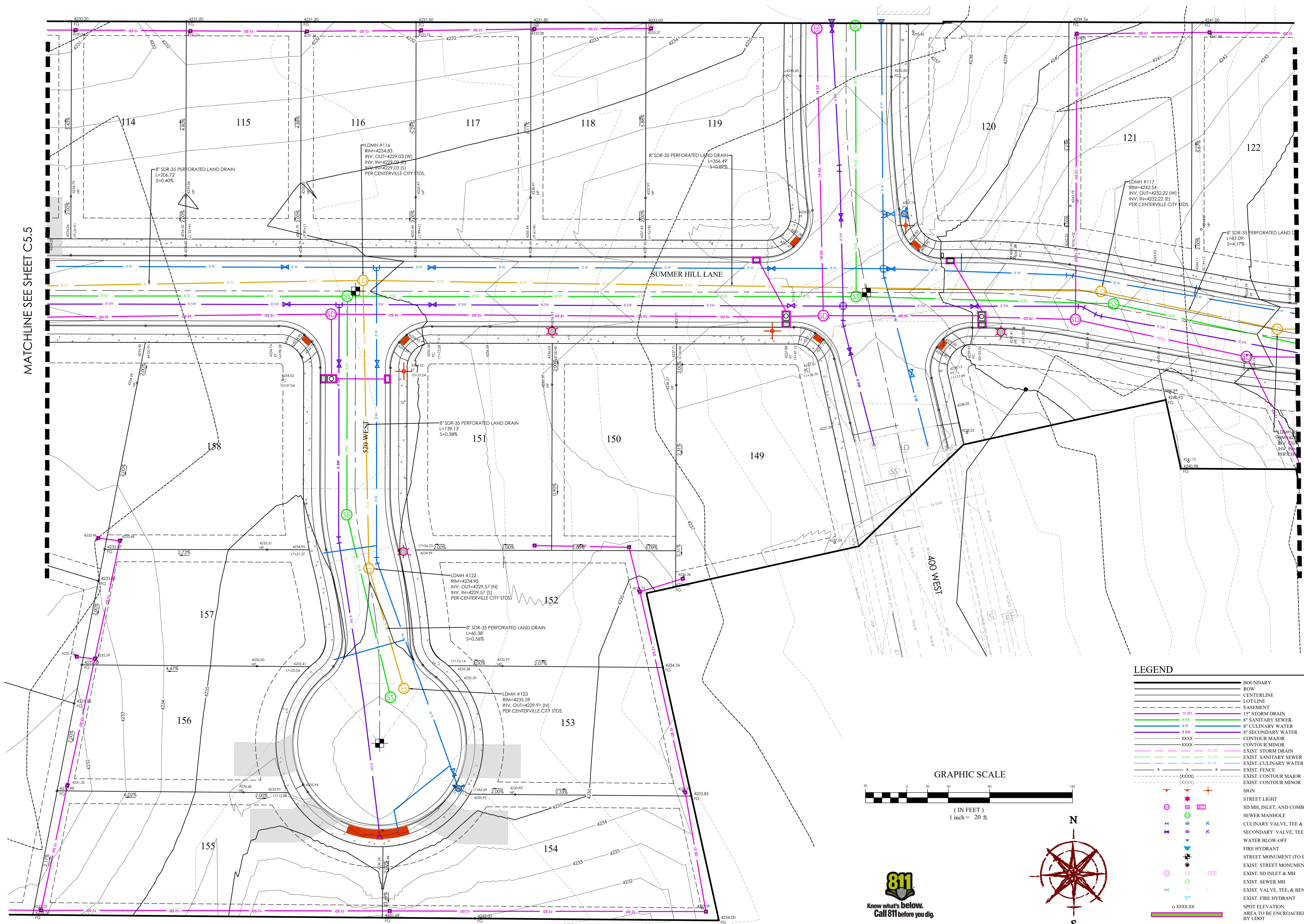
Job #: 19-0378

Sheet: C5.6

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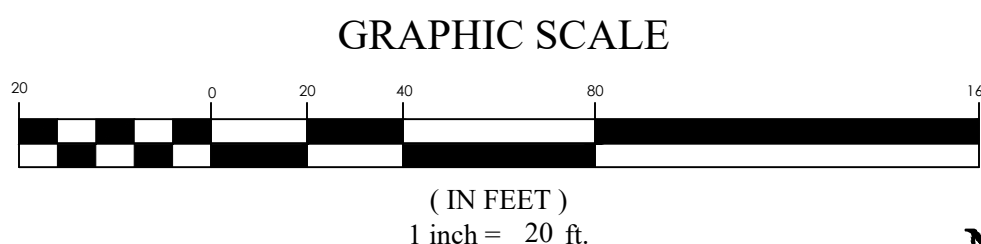
MATCHLINE SEE SHEET C5.5

MATCHLINE SEE SHEET C5.8



LEGEND

- BOUNDARY
- ROW
- CENTERLINE
- LOT LINE
- EASEMENT
- 15" STORM DRAIN
- 8" SANITARY SEWER
- 8" CULINARY WATER
- 8" SECONDARY WATER
- CONTOUR MAJOR
- CONTOUR MINOR
- EXIST. STORM DRAIN
- EXIST. SANITARY SEWER
- EXIST. CULINARY WATER
- EXIST. FENCE
- EXIST. CONTOUR MAJOR
- EXIST. CONTOUR MINOR
- SIGN
- STREET LIGHT
- SD MH, INLET, AND COMBO
- SEWER MANHOLE
- CULINARY VALVE, TEE & BEND
- SECONDARY VALVE, TEE & BEND
- WATER BLOW-OFF
- FIRE HYDRANT
- STREET MONUMENT (TO BE SET)
- EXIST. STREET MONUMENT
- EXIST. SD INLET & MH
- EXIST. SEWER MH
- EXIST. VALVE, TEE, & BEND
- EXIST. FIRE HYDRANT
- SPOT ELEVATION
- AREA TO BE ENCROACHED UPON BY UDOT



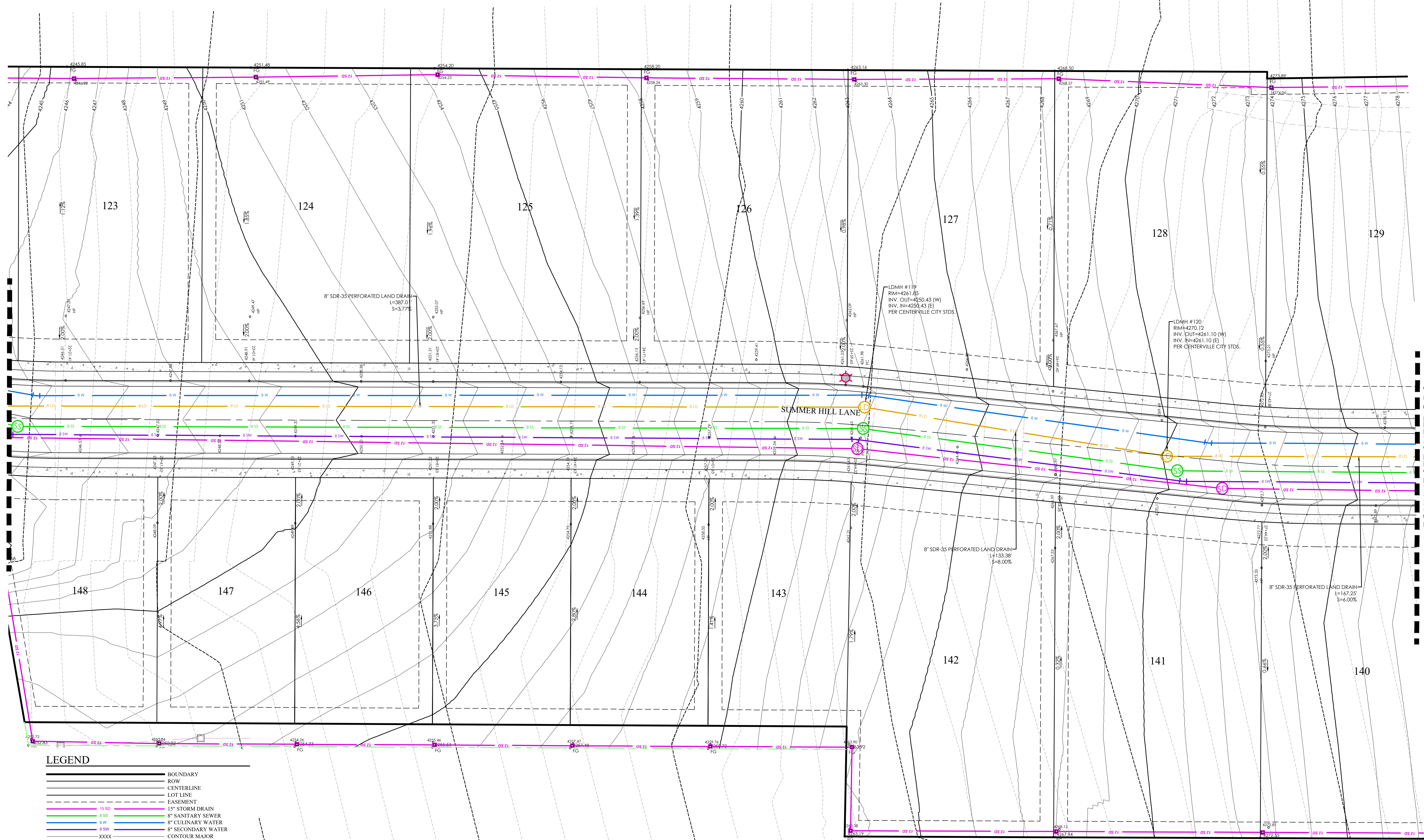
SUMMERHILL LANE SUBDIVISION
Centerville, UT
LAND DRAIN PLAN

REVISION BLOCK	
#	DESCRIPTION
1	
2	
3	
4	
5	
6	

LAND DRAIN PLAN

Scale: 1"=20' Drawn: RSH
Date: 10/06/21 Job #: 19-0378
Sheet: C5.7

MATCHLINE SEE SHEET C5.7

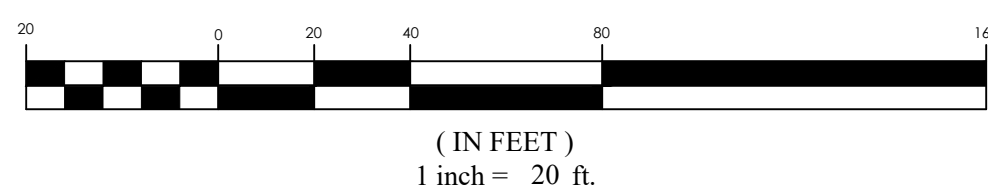


MATCHLINE SEE SHEET C5.9

LEGEND

	BOUNDARY
	ROW
	CENTERLINE
	LOT LINE
	EASEMENT
	15" SDR STORM DRAIN
	8" SANITARY SEWER
	8" CULINARY WATER
	8" SECONDARY WATER
	CONTOUR MAJOR
	CONTOUR MINOR
	EXIST. STORM DRAIN
	EXIST. SANITARY SEWER
	EXIST. CULINARY WATER
	EXIST. SECONDARY WATER
	EXIST. FENCE
	EXIST. CONTOUR MAJOR
	EXIST. CONTOUR MINOR
	SIGN
	STREET LIGHT
	SD MH, INLET, AND COMBO SEWER MANHOLE
	CULINARY VALVE, TEE & BEND
	SECONDARY VALVE, TEE & BEND
	WATER BLOW-OFF
	FIRE HYDRANT
	STREET MONUMENT (TO BE SET)
	EXIST. STREET MONUMENT
	EXIST. SD INLET & MH
	EXIST. SEWER MH
	EXIST. VALVE, TEE, & BEND
	EXIST. FIRE HYDRANT
	SPOT ELEVATION
	AREA TO BE EXCAVATED (BY)

GRAPHIC SCALE



SUMMERHILL LANE SUBDIVISION

Centerville, UT

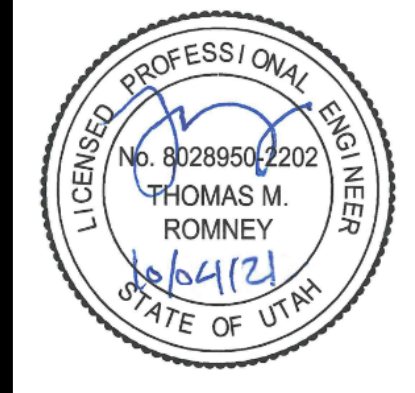
LAND DRAIN PLAN

REVISION BLOCK

#	DATE	DESCRIPTION
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2	10/06/21	10/06/21
3	10/06/21	10/06/21
4	10/06/21	10/06/21
5	10/06/21	10/06/21
6	10/06/21	10/06/21

LAND DRAIN PLAN

Scale: 1"=20'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C5.8

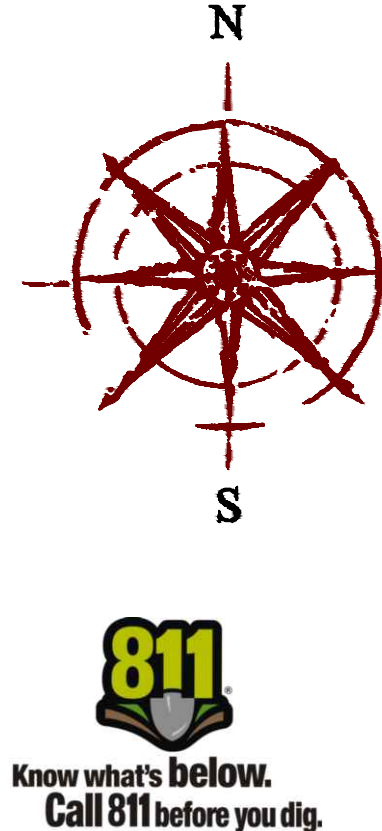
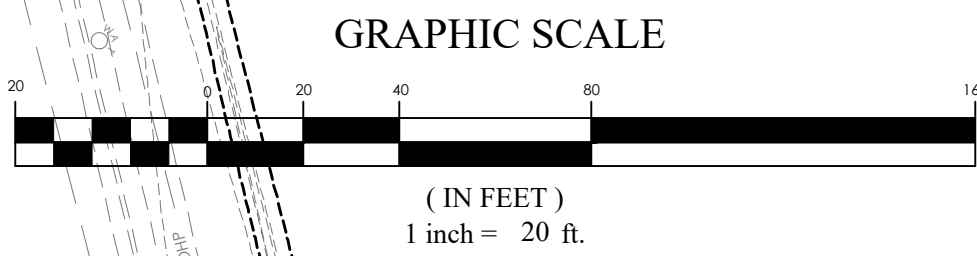


MATCHLINE SEE SHEET C5.8



LEGEND

---	BOUNDARY
---	ROW
---	CENTERLINE
---	LOT LINE
---	EASEMENT
---	15" STORM DRAIN
---	8" SANITARY SEWER
---	8" CULINARY WATER
---	8" SECONDARY WATER
---	CONTOUR MAJOR
---	CONTOUR MINOR
---	EXIST. STORM DRAIN
---	EXIST. SANITARY SEWER
---	EXIST. CULINARY WATER
---	EXIST. FENCE
---	EXIST. CONTOUR MAJOR
---	EXIST. CONTOUR MINOR
+	SIGN
+	STREET LIGHT
+	SD MH, INLET, AND COMBO
+	SEWER MANHOLE
+	CULINARY VALVE, TEE & BEND
+	SECONDARY VALVE, TEE & BEND
+	WATER BLOW-OFF
+	FIRE HYDRANT
+	STREET MONUMENT (TO BE SET)
+	EXIST. STREET MONUMENT
+	EXIST. SD INLET & MH
+	EXIST. SEWER MH
+	EXIST. VALVE, TEE, & BEND
+	EXIST. FIRE HYDRANT
+	SPOT ELEVATION
+	AREA TO BE ENCROACHED UPON BY UDOT



SUMMERHILL LANE SUBDIVISION
Centerville, UT
LAND DRAIN PLAN

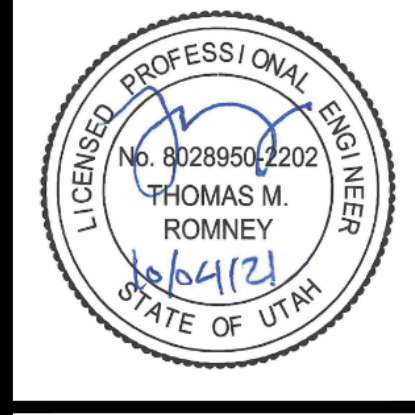
REVISION BLOCK	
#	DESCRIPTION
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LAND DRAIN PLAN

Scale: 1"=20'
Date: 10/06/21
Sheet: C5.9

Drawn: RSH
Job #: 19-0378

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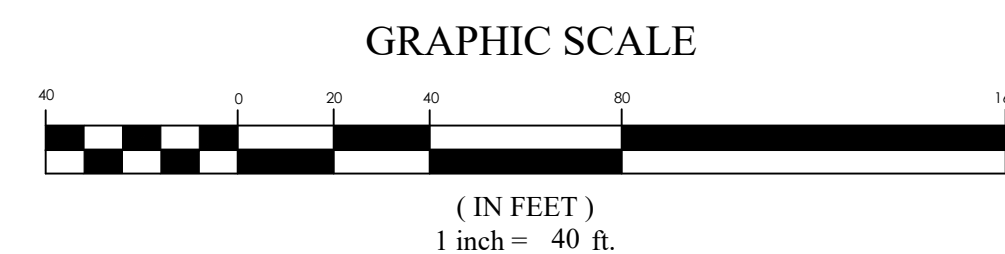
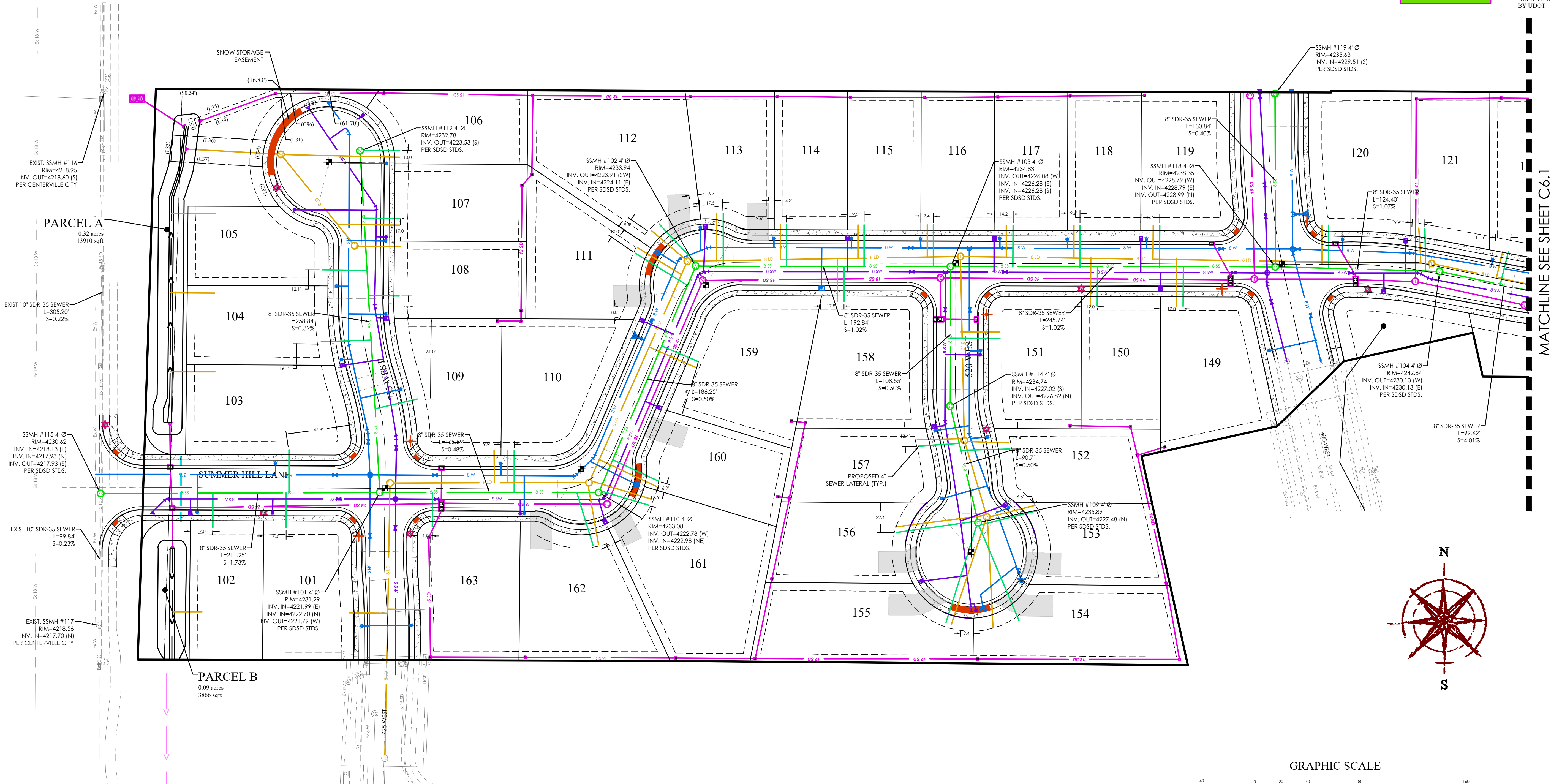


SUMMERHILL LANE SUBDIVISION
Centerville, UT
SEWER PLAN

REVISION BLOCK		DESCRIPTION
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SEWER PLAN	
Scale: 1"=40'	Drawn: RSH
Date: 10/06/21	Job #: 19-0378
Sheet:	C6

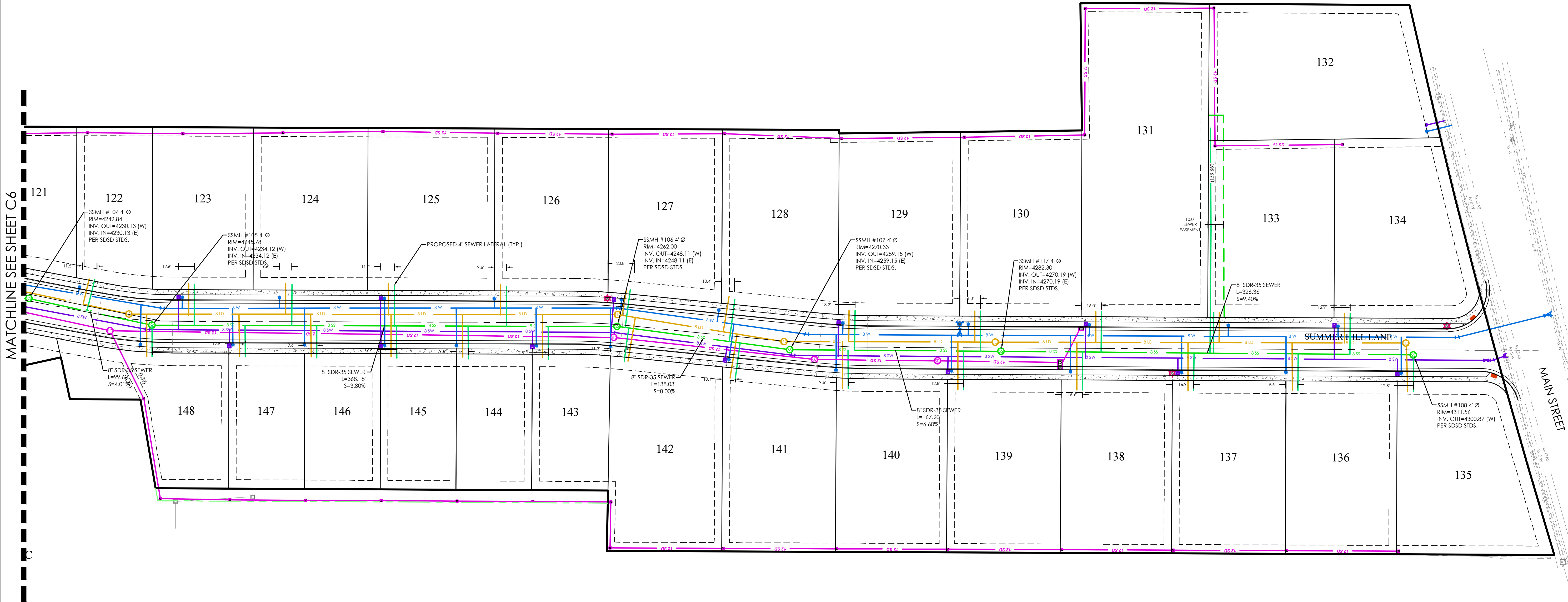
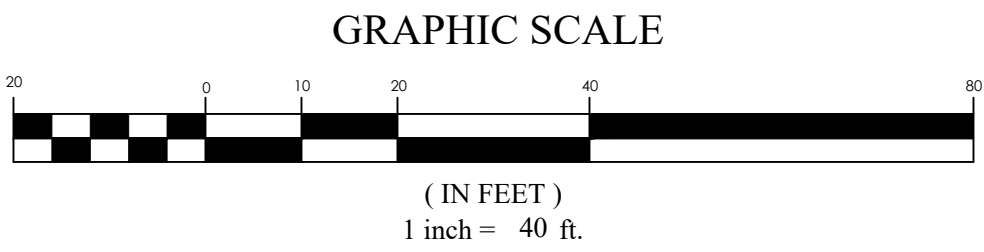
LEGEND	
	BOUNDARY
	ROW
	CENTERLINE
	LOT LINE
	EASEMENT
	15" STORM DRAIN
	8" SANITARY SEWER
	8" CULINARY WATER
	8" SECONDARY WATER
	CONTOUR MAJOR
	CONTOUR MINOR
	EXIST. STORM DRAIN
	EXIST. SANITARY SEWER
	EXIST. CULINARY WATER
	EXIST. FENCE
	EXIST. CONTOUR MAJOR
	EXIST. CONTOUR MINOR
	SIGN
	STREET LIGHT
	SD MH, INLET, AND COMBO SEWER MANHOLE
	CULINARY VALVE, TEE & BEND
	SECONDARY VALVE, TEE & BEND
	WATER BLOW-OFF
	FIRE HYDRANT
	STREET MONUMENT (TO BE SET)
	EXIST. STREET MONUMENT
	EXIST. SD INLET & MH
	EXIST. SEWER MH
	EXIST. VALVE, TEE, & BEND
	EXIST. FIRE HYDRANT
	SPOT ELEVATION
	AREA TO BE ENCROACHED UPON BY UDOT





LEGEND

—	BOUNDARY
—	ROW
—	CENTERLINE
—	LOT LINE
- - -	EASEMENT
15" D	15" STORM DRAIN
8" S	8" SANITARY SEWER
8" W	8" CULINARY WATER
8" SW	8" SECONDARY WATER
XXXX	CONTOUR MAJOR
XXXX	CONTOUR MINOR
15" D	EXIST. STORM DRAIN
8" S	EXIST. SANITARY SEWER
8" W	EXIST. CULINARY WATER
X	EXIST. FENCE
XXXX	EXIST. CONTOUR MAJOR
XXXX	EXIST. CONTOUR MINOR
+	SIGN
★	STREET LIGHT
⊕	SD MH, INLET, AND COMBO
⊕	SEWER MANHOLE
⊕	CULINARY VALVE, TEE & BEND
⊕	SECONDARY VALVE, TEE & BEND
⊕	WATER BLOW-OFF
⊕	FIRE HYDRANT
⊕	STREET MONUMENT (TO BE SET)
⊕	EXIST. STREET MONUMENT
⊕	EXIST. SD INLET & MH
⊕	EXIST. SEWER MH
⊕	EXIST. VALVE, TEE, & BEND
⊕	EXIST. FIRE HYDRANT
○	SPOT ELEVATION
XXXX.XX	AREA TO BE ENCROACHED UPON BY UDOT



SUMMERHILL LANE SUBDIVISION
Centerville, UT
SEWER PLAN

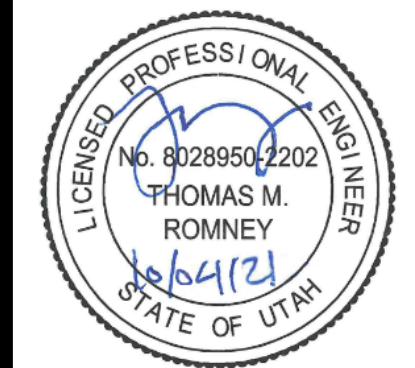
REVISION BLOCK	
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SEWER PLAN

Scale: 1"=40'
Date: 10/06/21
Sheet: C6.1

Drawn: RSH
Job #: 19-0378

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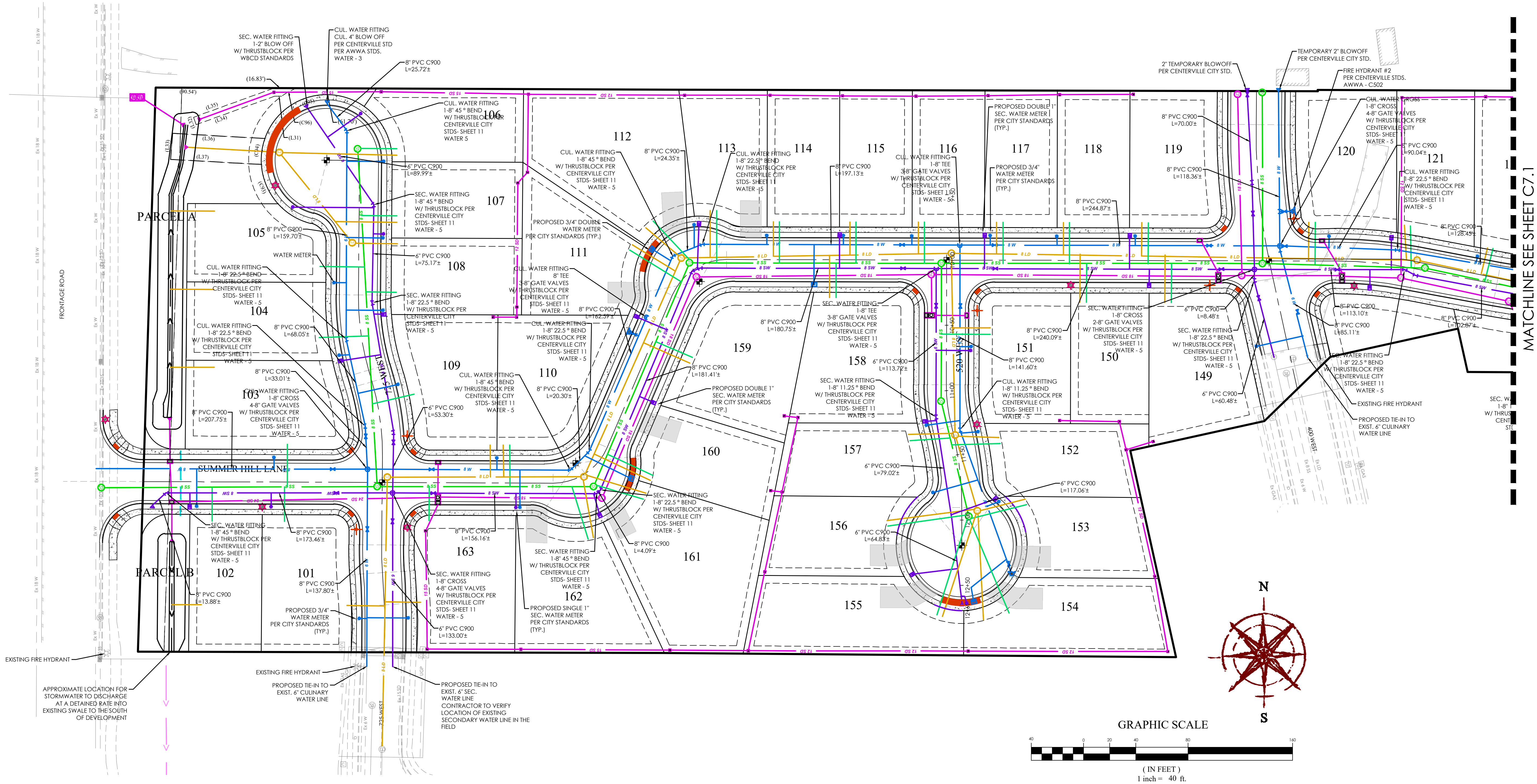
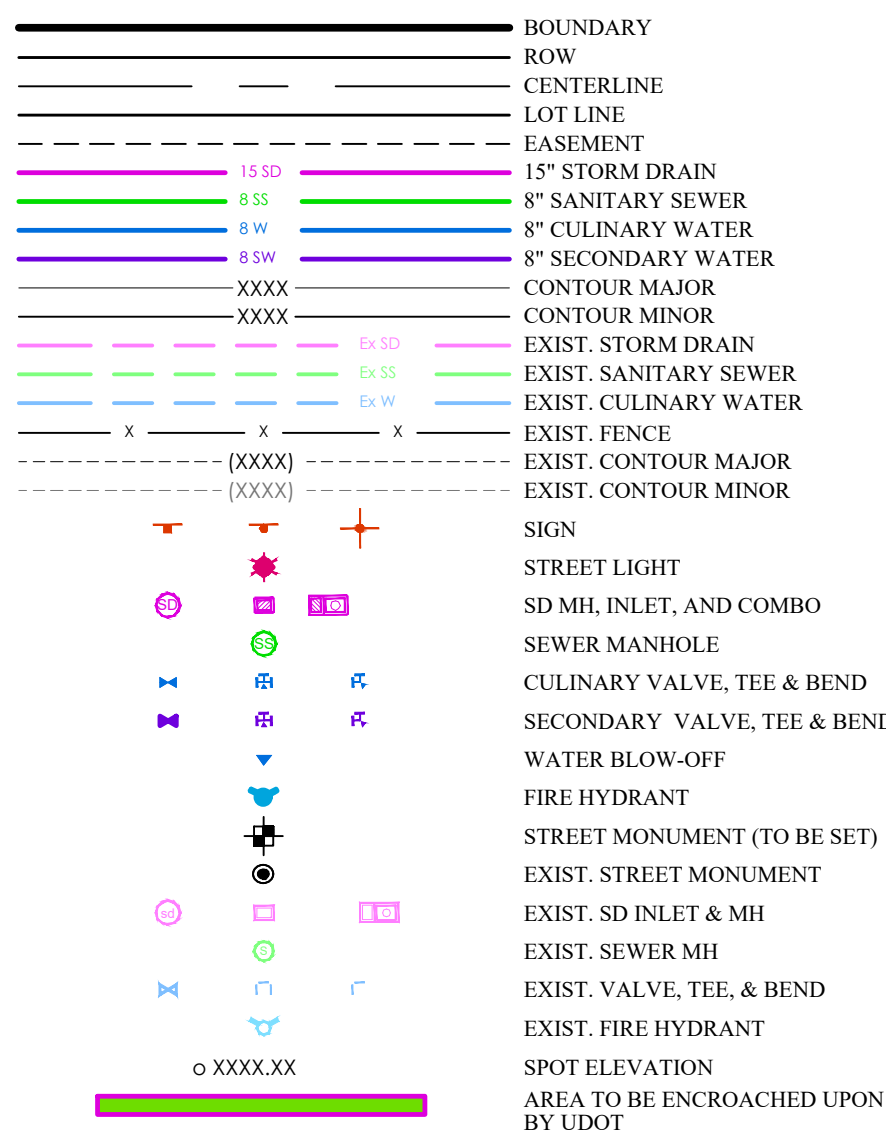


Z:\2019\19-0378\Symphony 60 Lots Centerville\design\19-0378 C6.1 SEWER PLAN.dwg

WEBER BASIN WATER CONSERVANCY DISTRICT NOTES:

1. SECONDARY WATERLINES ARE TO BE C900 DR-14 PIPE
2. A HOT TAP MAY NOT BE USED WHEN CONNECTING TO THE EXISTING WEBER BASIN WATER CONSERVANCY DISTRICT UTILITY LINES IN MAIN STREET PER WBWCD STANDARDS. THE CONNECTION WILL NEED TO BE MADE BETWEEN OCTOBER 15TH AND APRIL 1ST. OR PROVISIONS WILL NEED TO BE MADE TO SHUTDOWN LINES TO ACCOMMODATE THE CONNECTION.
3. ALL BRANCHES OF THE SECONDARY WATER LINES WILL REQUIRE A GATE VALVE. VALVES SHALL BE LOCATED AT THE CURB TANGENT POINT OF EACH INTERSECTION. PER WBWCD STANDARDS
4. ALL FITTINGS SHALL BE CLASS 350 DUCTILE IRON. PER WBWCD STANDARDS
5. ALL SECONDARY SERVICE CONNECTIONS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WBWCD STANDARD.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR LOCATING THE PIPE ATE THE POINT OF CONNECTIONS TO THE EXISTING SYSTEM. THE DISTRICT SHALL E NOTIFIED AT LEAST 48 HOURS PRIOR TO POTHOLES OF THE LINES.
7. ALL LINES SHALL BE A MINIMUM OF 72-INCHES FROM THE TOP BACK OF CURB IN THE ASPHALT AND SHALL HAVE A MINIMUM BURIAL DEPTH OF 30 INCHES. BURIAL DEPTHS ARE NOT TO EXCEED 72-INCHES.
8. ALL WATER VALVE LIDS SHALL BE STAMPED "IRRIGATION". ALL CONCRETE COLLARS AROUND THE SECONDARY WATER VALVE COVER AD LIDS SHALL BE SQUARE SHAPED.

LEGEND



SUMMERHILL LANE SUBDIVISION
Centerville, UT
WATER PLAN

REVISION BLOCK		DESCRIPTION
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6		

WATER PLAN

Scale: 1"=40'
Date: 10/06/21
Job #: 19-0378
Sheet: C7

C7



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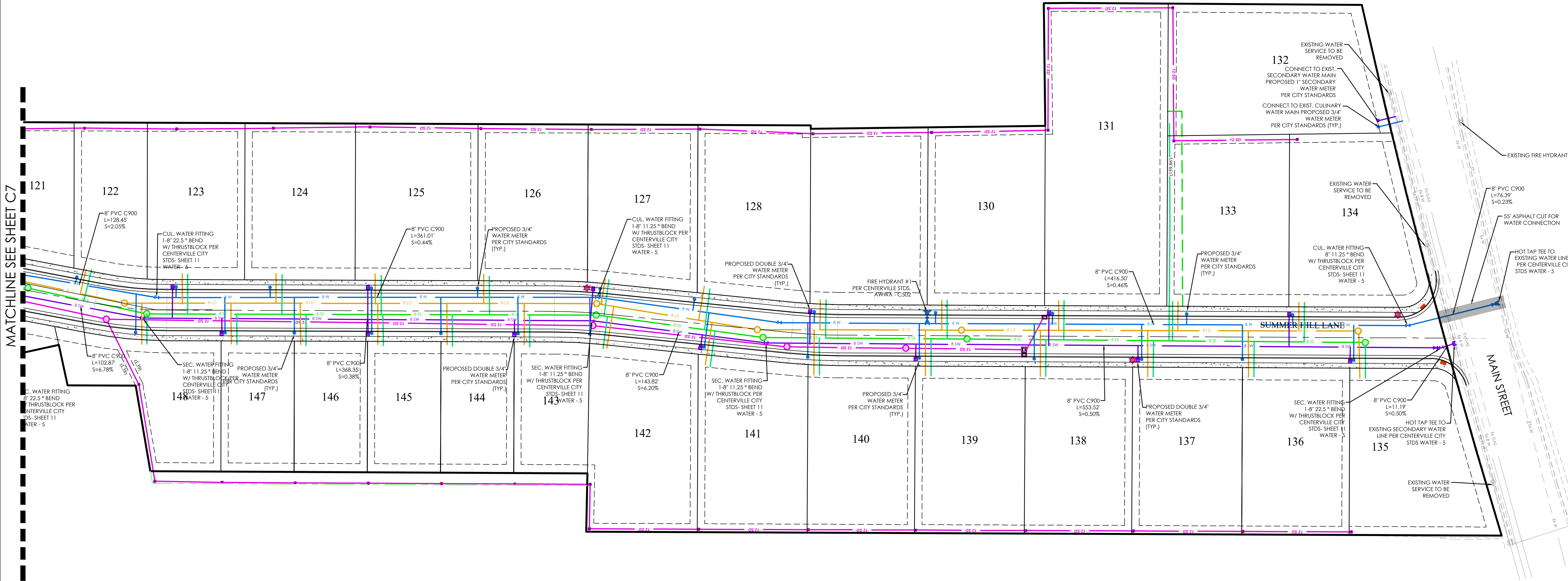
BOUNDARY	15" STORM DRAIN
ROW	8" SANITARY SEWER
CENTERLINE	8" CULINARY WATER
LOT LINE	8" SECONDARY WATER
EASEMENT	CONTOUR MAJOR
CONTOUR MAJOR	CONTOUR MINOR
CONTOUR MINOR	EXIST. STORM DRAIN
EXIST. STORM DRAIN	EXIST. SANITARY SEWER
EXIST. SANITARY SEWER	EXIST. CULINARY WATER
EXIST. CULINARY WATER	EXIST. FENCE
EXIST. FENCE	EXIST. CONTOUR MAJOR
EXIST. CONTOUR MAJOR	EXIST. CONTOUR MINOR
EXIST. CONTOUR MINOR	SIGN
SIGN	STREET LIGHT
STREET LIGHT	SD MH, INLET, AND COMBO
SD MH, INLET, AND COMBO	SEWER MANHOLE
SEWER MANHOLE	CULINARY VALVE, TEE & BEND
CULINARY VALVE, TEE & BEND	SECONDARY VALVE, TEE & BEND
SECONDARY VALVE, TEE & BEND	WATER BLOW-OFF
WATER BLOW-OFF	FIRE HYDRANT
FIRE HYDRANT	STREET MONUMENT (TO BE SET)
STREET MONUMENT (TO BE SET)	EXIST. STREET MONUMENT
EXIST. STREET MONUMENT	EXIST. SD INLET & MH
EXIST. SD INLET & MH	EXIST. SEWER MH
EXIST. SEWER MH	EXIST. VALVE, TEE, & BEND
EXIST. VALVE, TEE, & BEND	EXIST. FIRE HYDRANT
EXIST. FIRE HYDRANT	SPOT ELEVATION
SPOT ELEVATION	AREA TO BE ENCROACHED UPON BY UDOT

N

S

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.



SUMMERHILL LANE SUBDIVISION
Centerville, UT
WATER PLAN

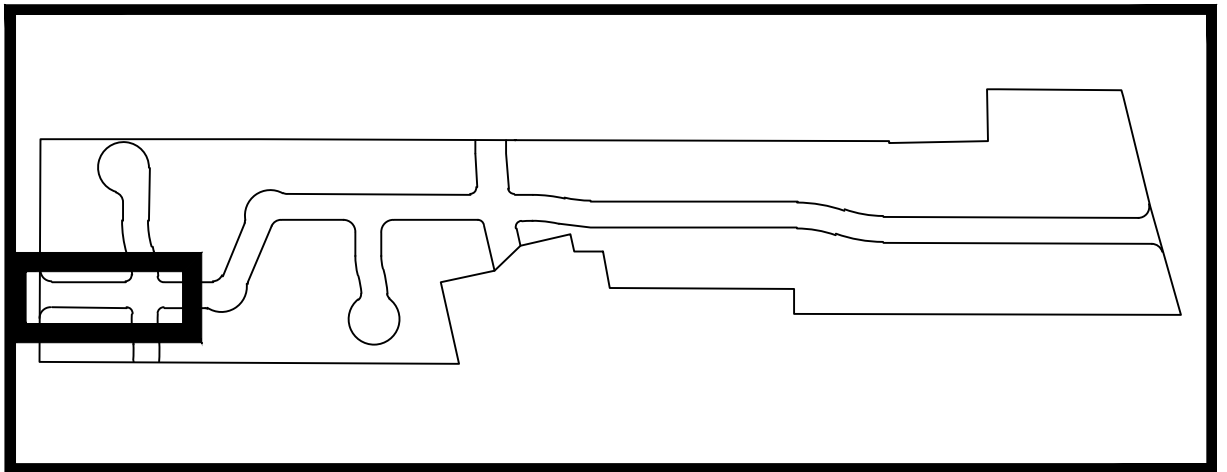
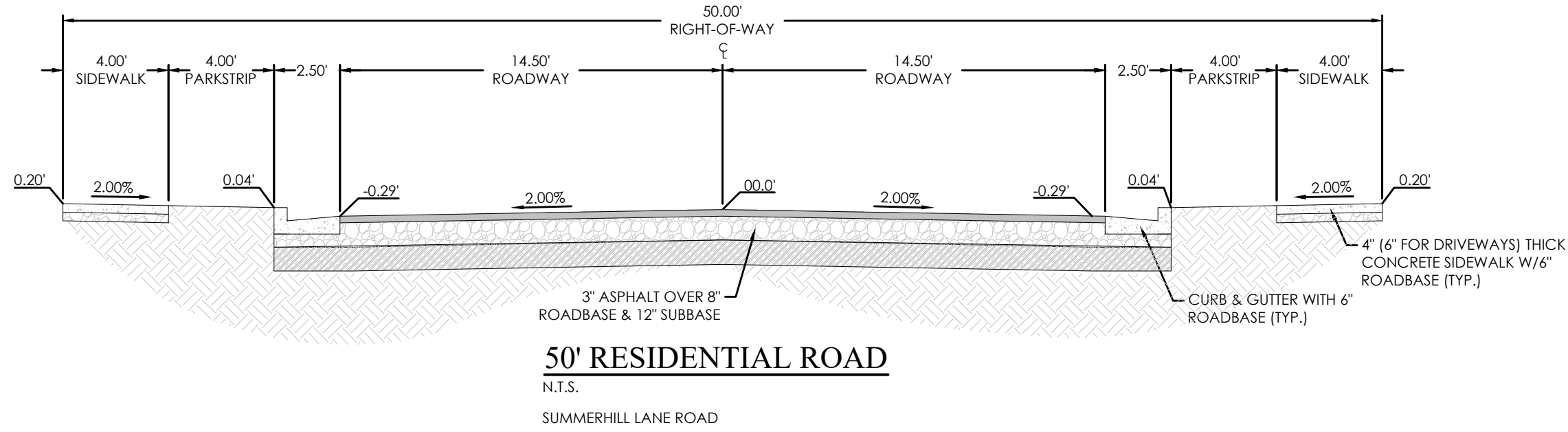
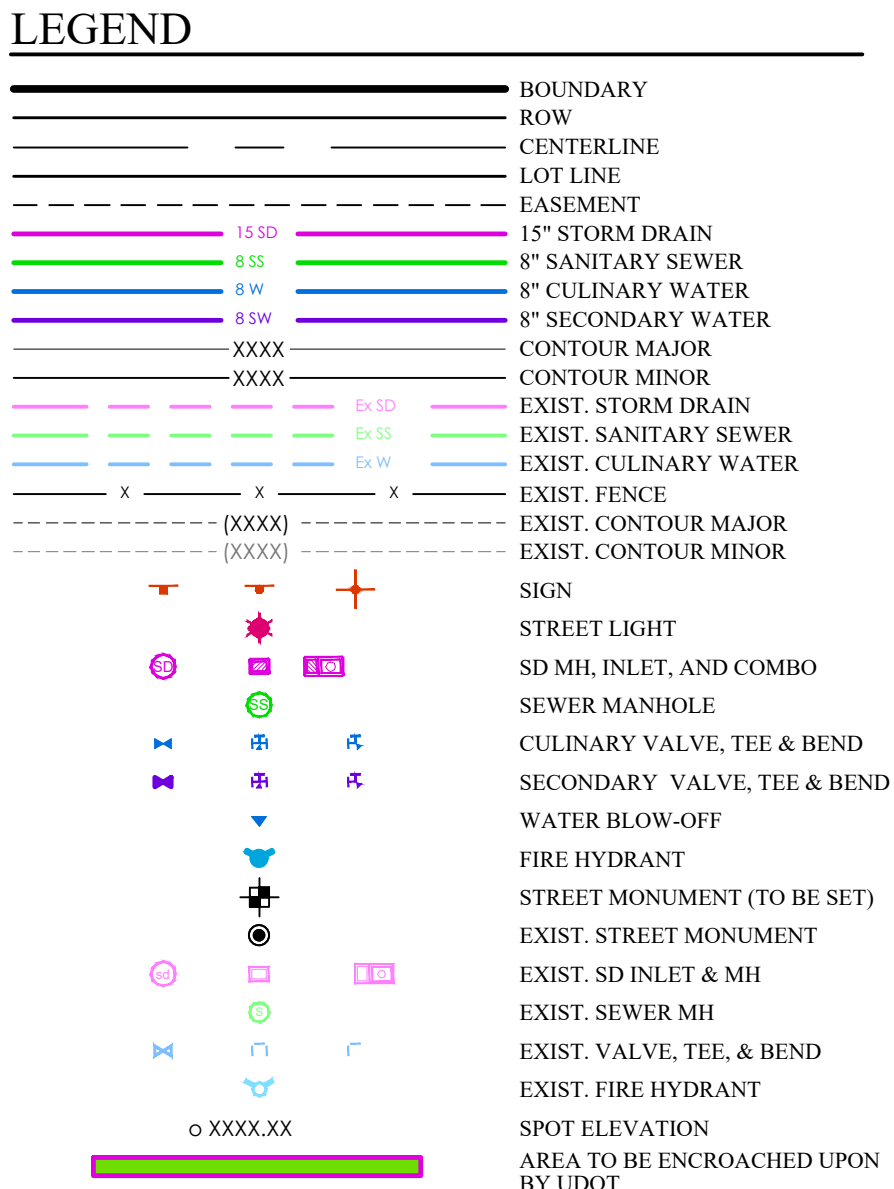
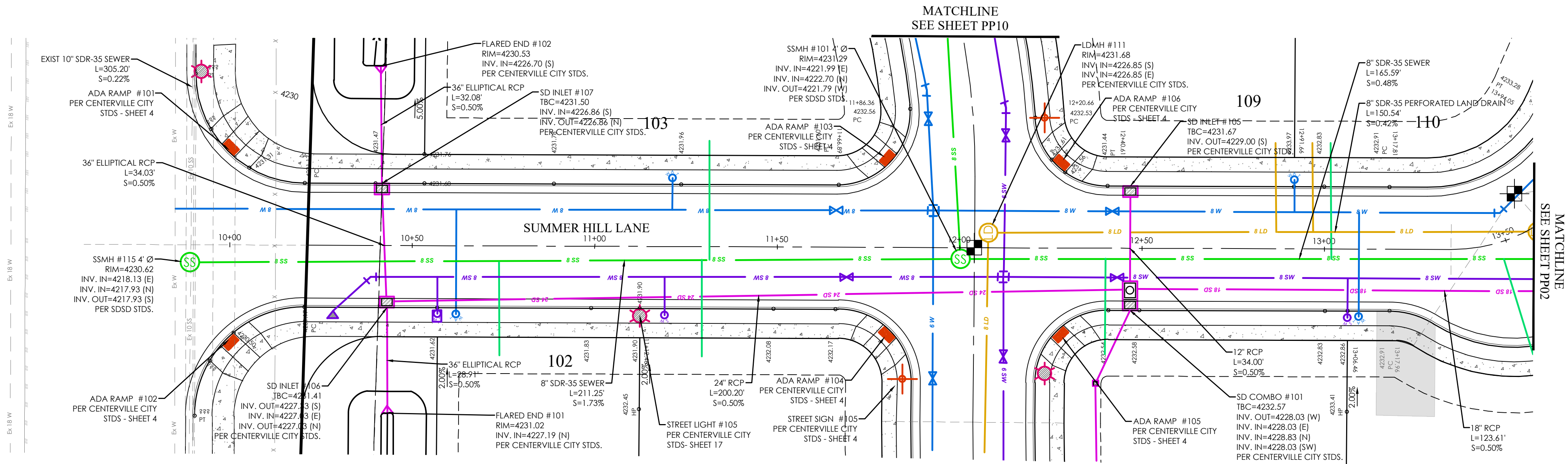
REVISION BLOCK	DATE	DESCRIPTION
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WATER PLAN

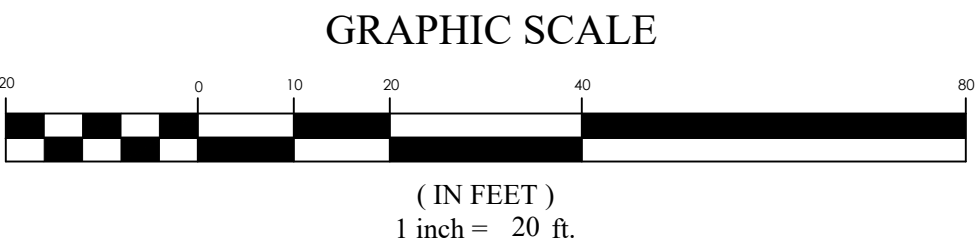
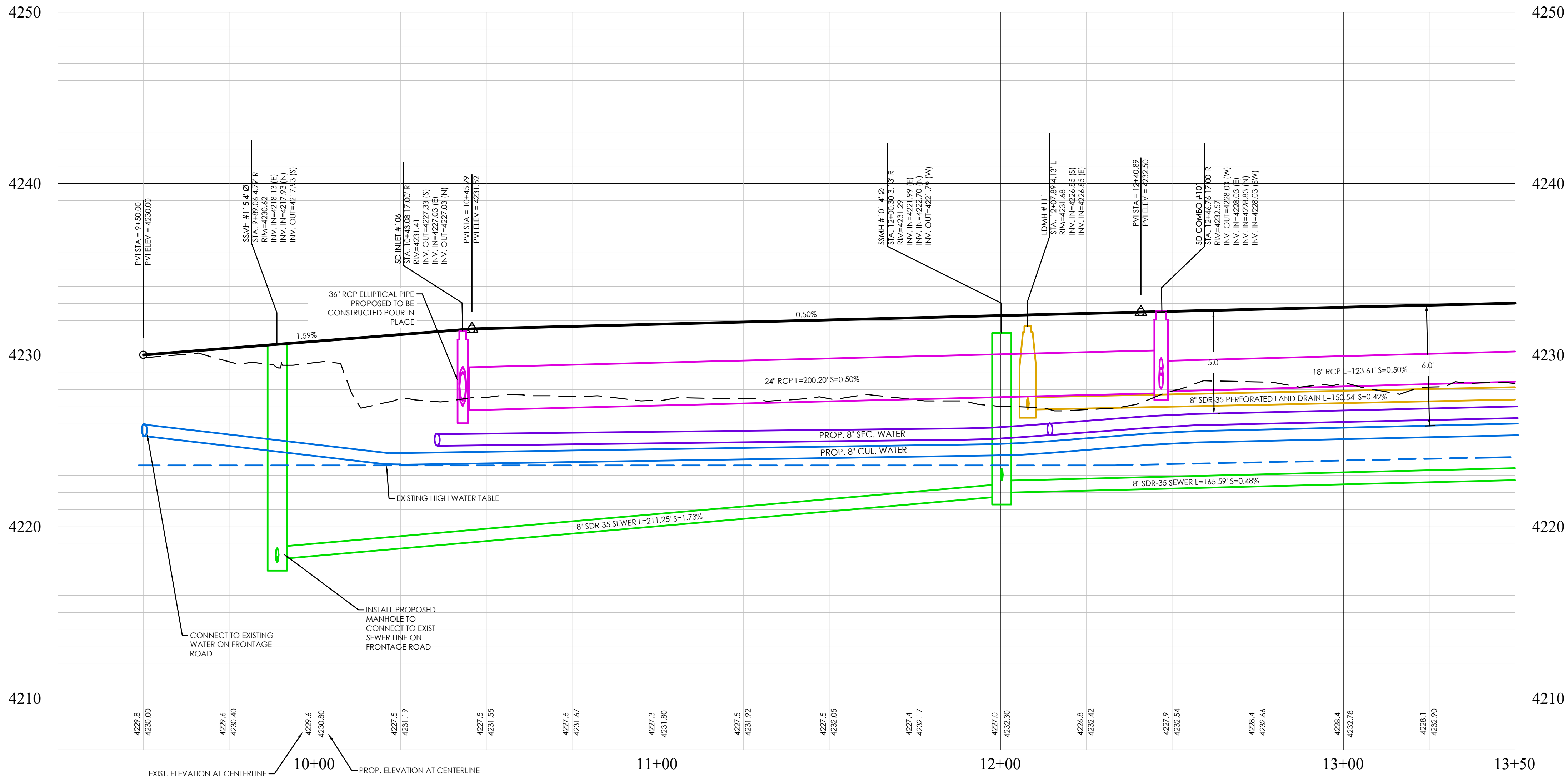
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Sheet:

Drawn: RSH
Job #: 19-0378

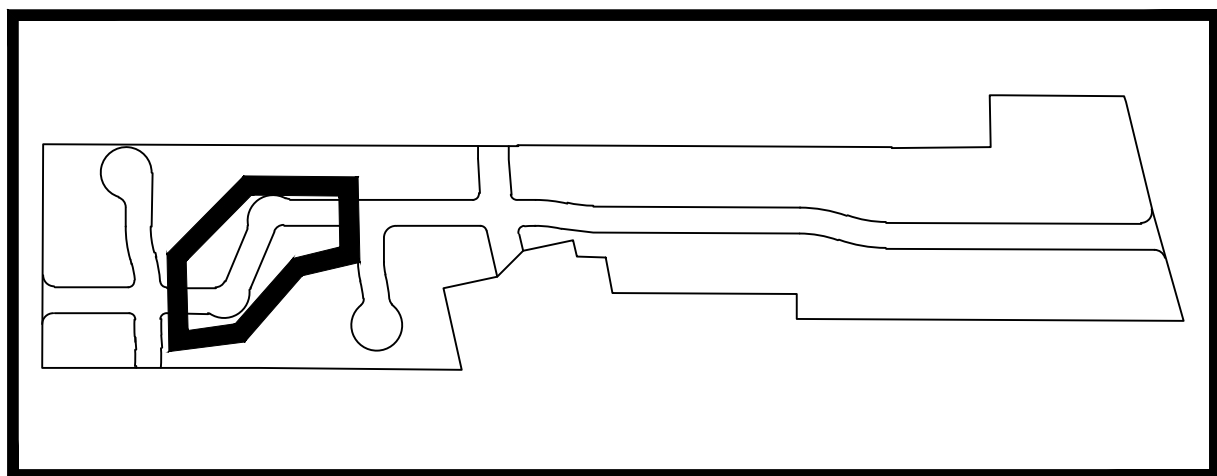
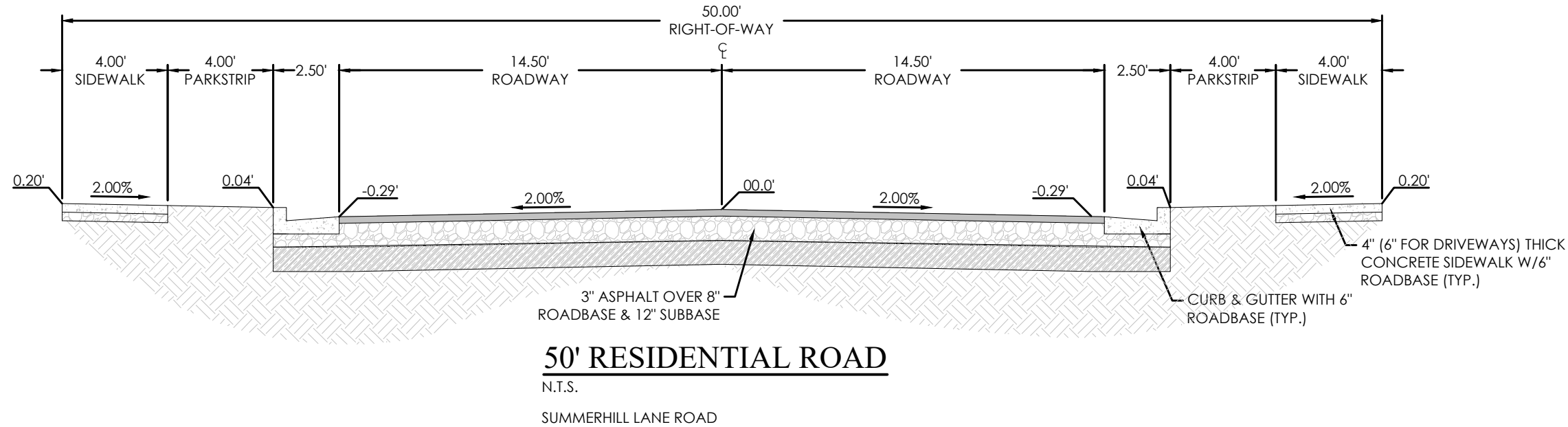
C7.1



KEY MAP
N.T.S.



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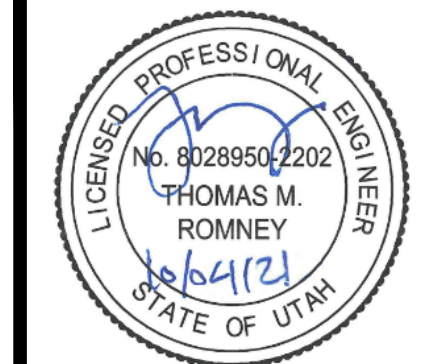
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N.T.S

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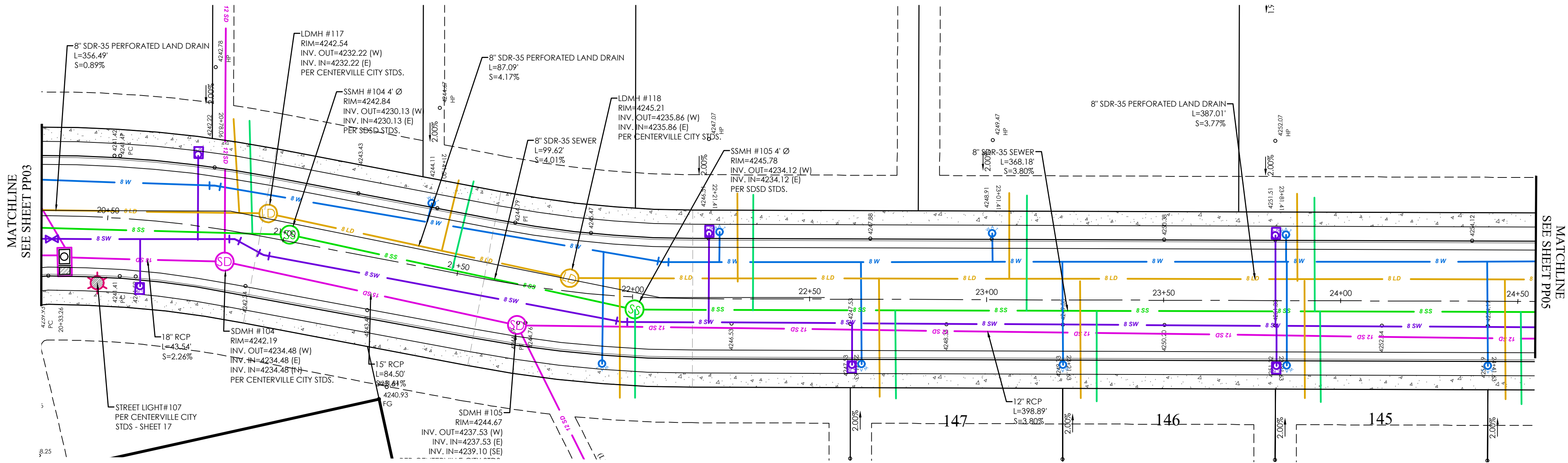
SUMMERHILL
LANE P&P

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Date: 10/6/2021	Job #: 19-0378
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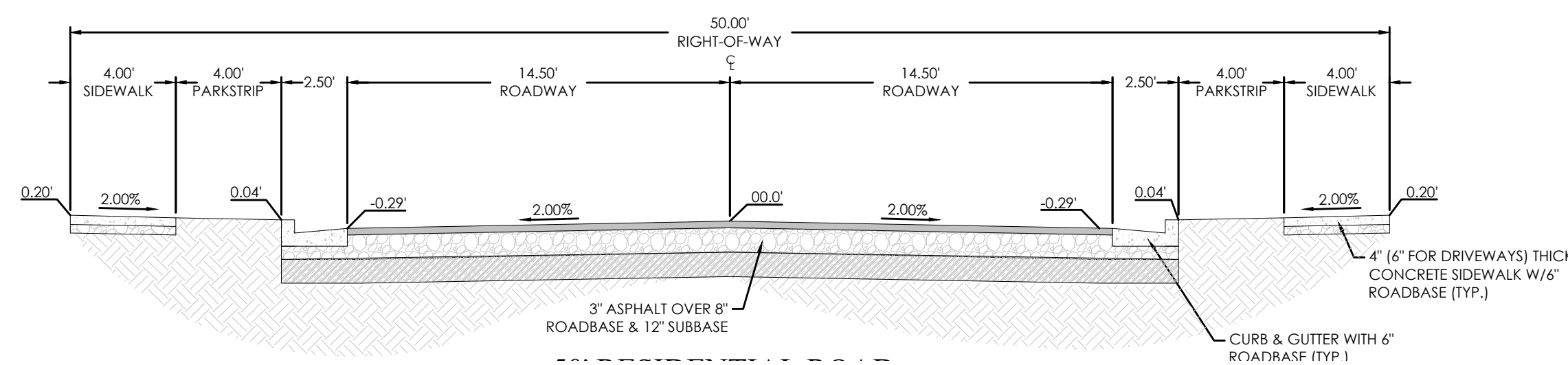
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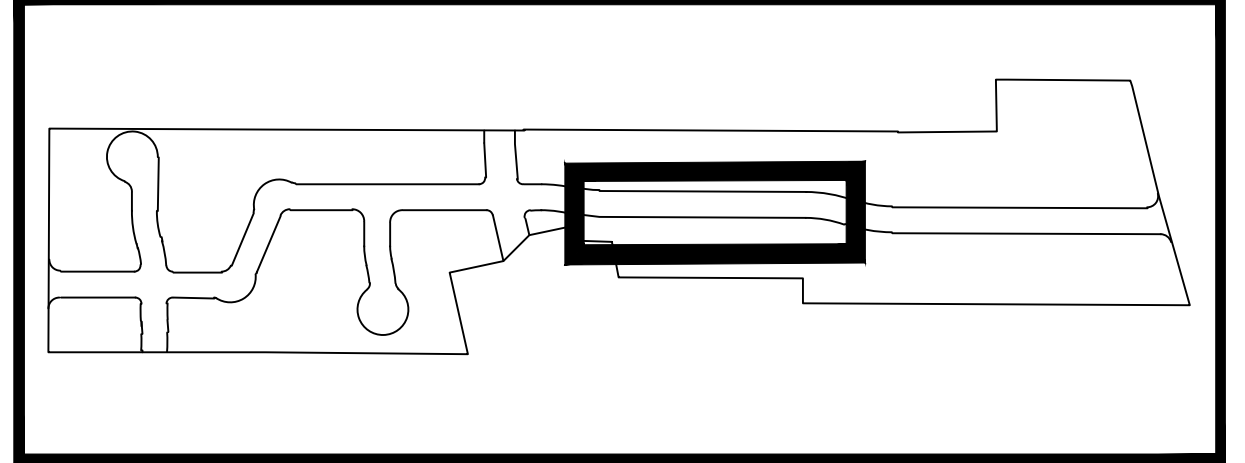
SUMMERHILL LANE SUBDIVISION
Centerville, UT
SUMMERHILL LANE P&P



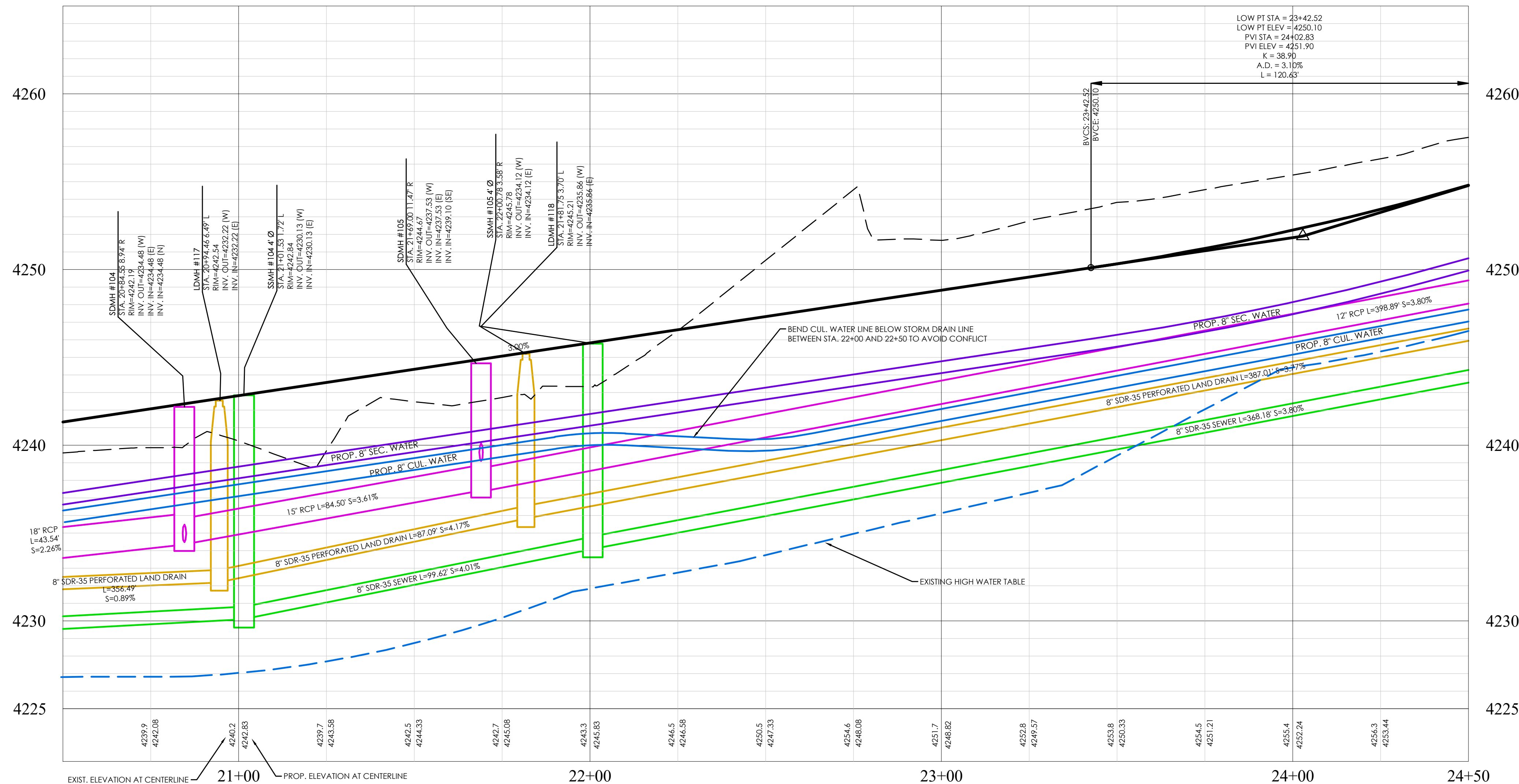
SUMMERHILL LANE PLAN



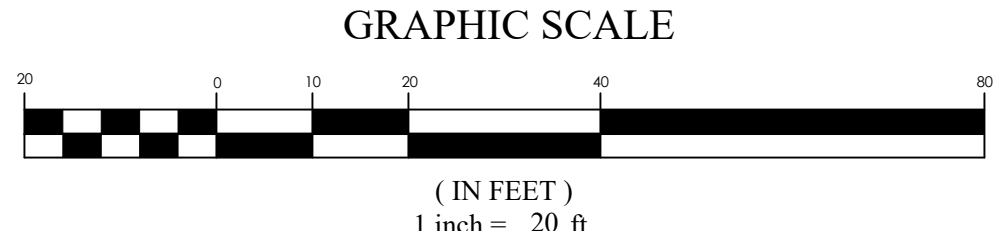
- LEGEND
- BOUNDARY
 - ROW
 - CENTERLINE
 - LOT LINE
 - EASEMENT
 - 15" STORM DRAIN
 - 8" SDR-35 SEWER
 - 8" CULINARY WATER
 - 8" SANITARY WATER
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - CULINARY VALVE, TEE & BEND
 - SECONDARY VALVE, TEE & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT



KEY MAP
N.T.S.



SUMMER HILL LANE PROFILE



SUMMERHILL LANE SUBDIVISION
Centerville, UT
SUMMERHILL LANE P&P

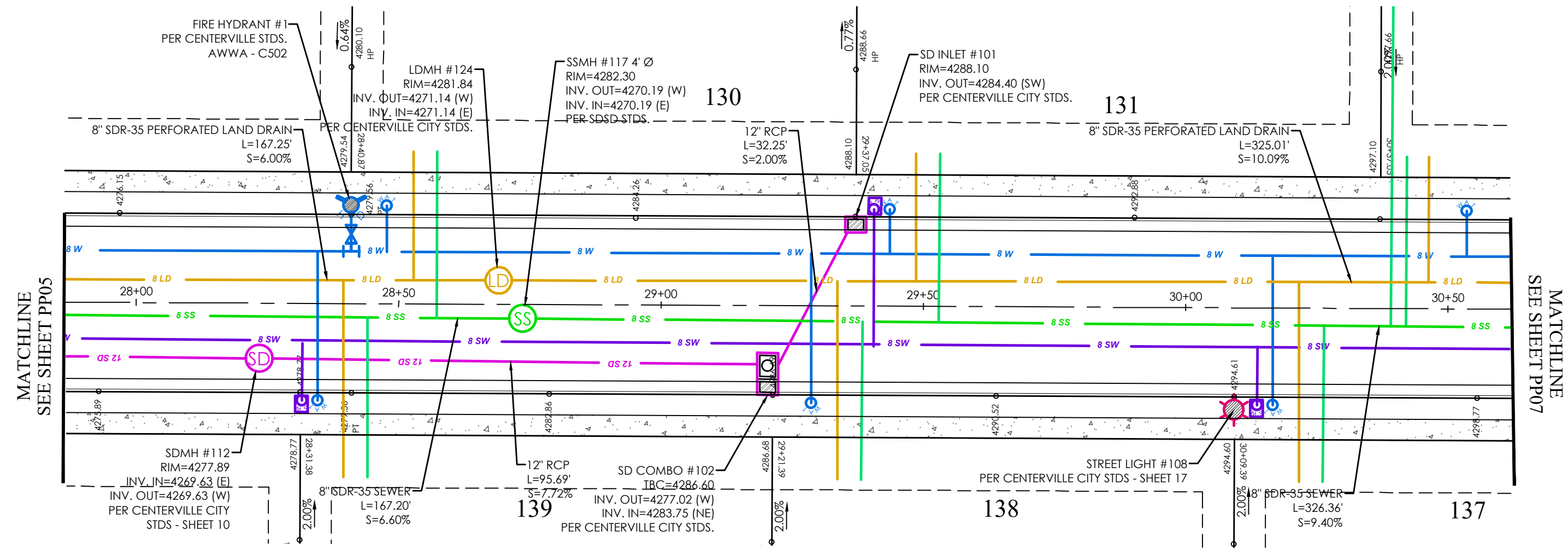
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SUMMERHILL LANE P&P

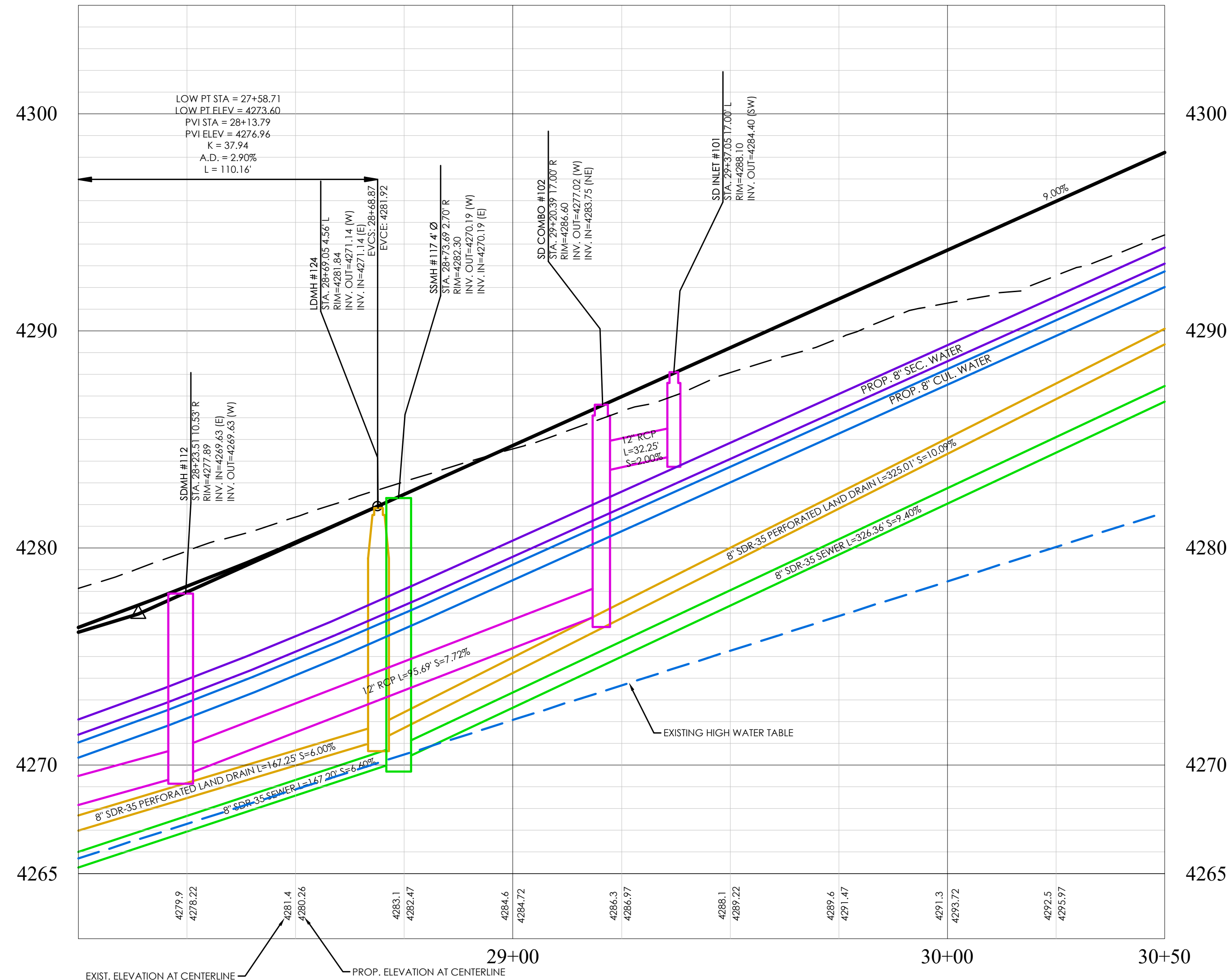
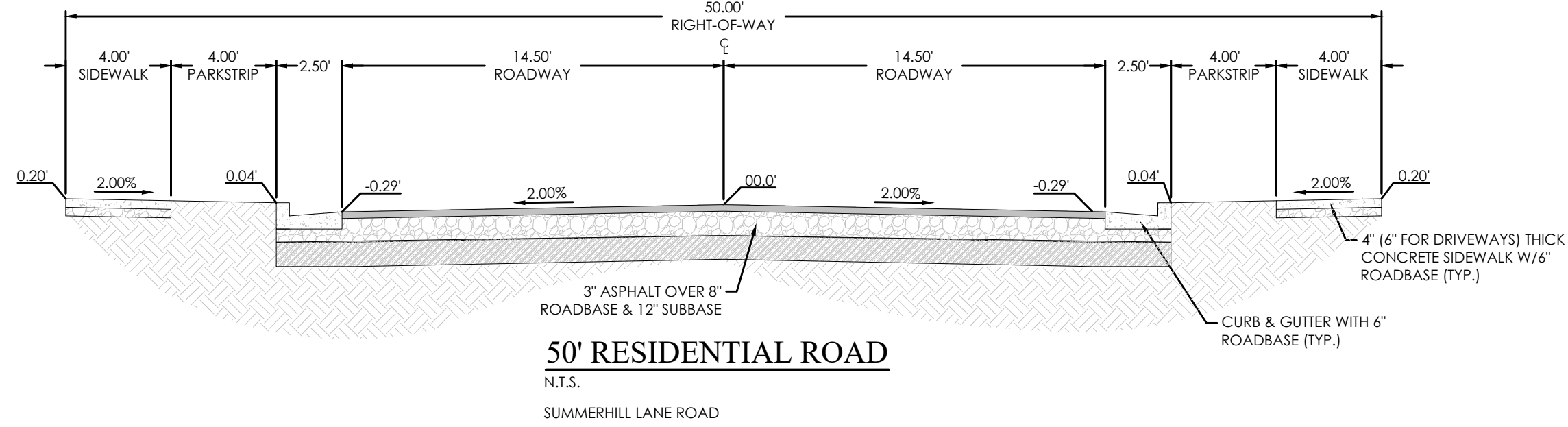
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Date: 10/6/2021
Sheet: PP04

Drawn: RSH
Job #: 19-0378





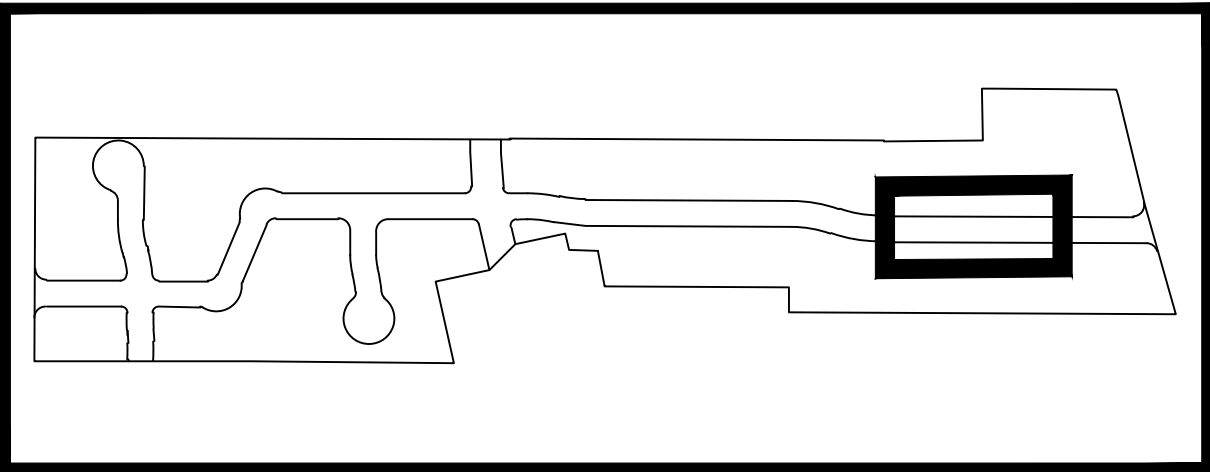
SUMMERHILL LANE PLAN



SUMMER HILL LANE PROFILE

LEGEND

--- BOUNDARY	--- SIGN
--- ROW	--- STREET LIGHT
--- LOT LINE	--- SD MH, INLET, AND COMBO
--- EASEMENT	--- SEWER MANHOLE
--- 15" STORM DRAIN	--- CULINARY VALVE, TEE & BEND
--- 8" SANITARY SEWER	--- SECONDARY VALVE, TEE & BEND
--- 8" CULINARY WATER	--- WATER BLOW-OFF
--- 8" SECONDARY WATER	--- FIRE HYDRANT
--- CONTOUR MAJOR	--- STREET MONUMENT (TO BE SET)
--- CONTOUR MINOR	--- EXIST. STREET MONUMENT
--- EXIST. STORM DRAIN	--- EXIST. SD INLET & MH
--- EXIST. SANITARY SEWER	--- EXIST. SEWER MH
--- EXIST. CULINARY WATER	--- EXIST. VALVE, TEE, & BEND
--- EXIST. FENCE	--- EXIST. FIRE HYDRANT
--- EXIST. CONTOUR MAJOR	--- SPOT ELEVATION
--- EXIST. CONTOUR MINOR	



KEY MAP
N.T.S.

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

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SUMMERHILL LANE SUBDIVISION
Centerville, UT
SUMMERHILL LANE P&P

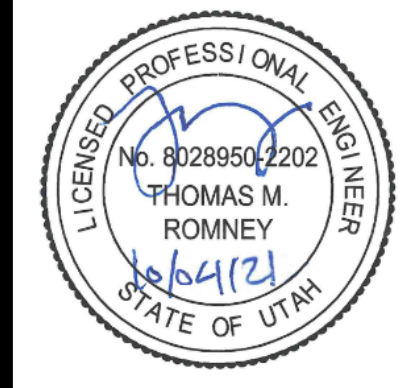
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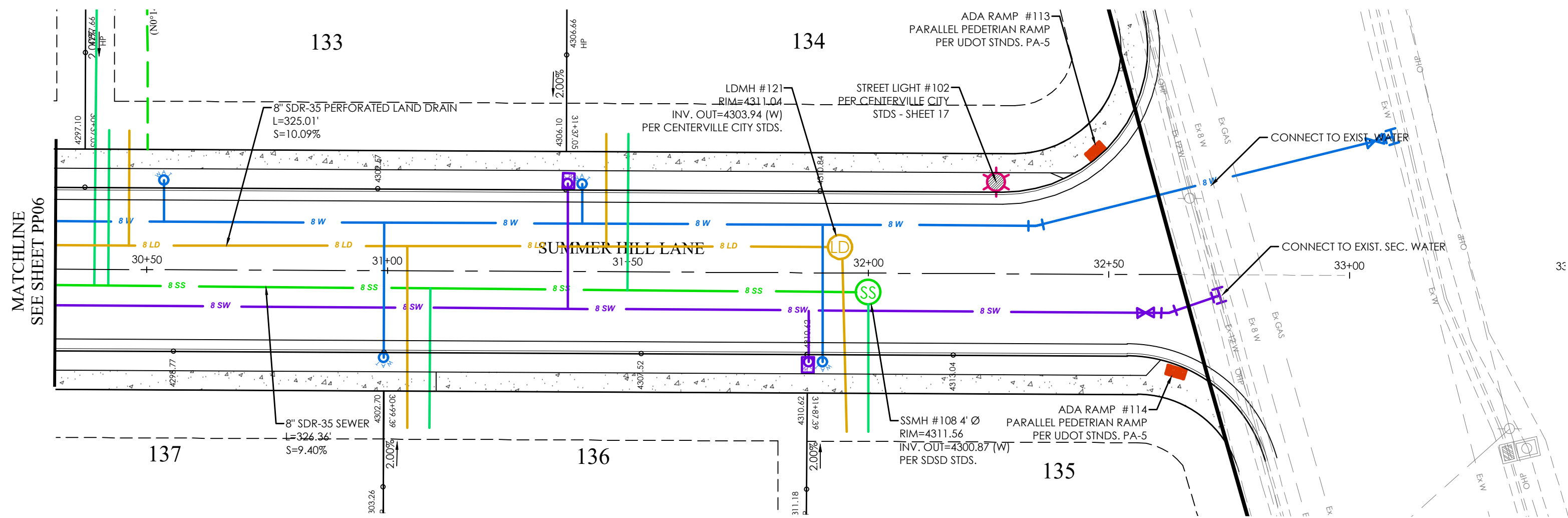
SUMMERHILL LANE P&P

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Date: 10/6/2021
Sheet: PP06

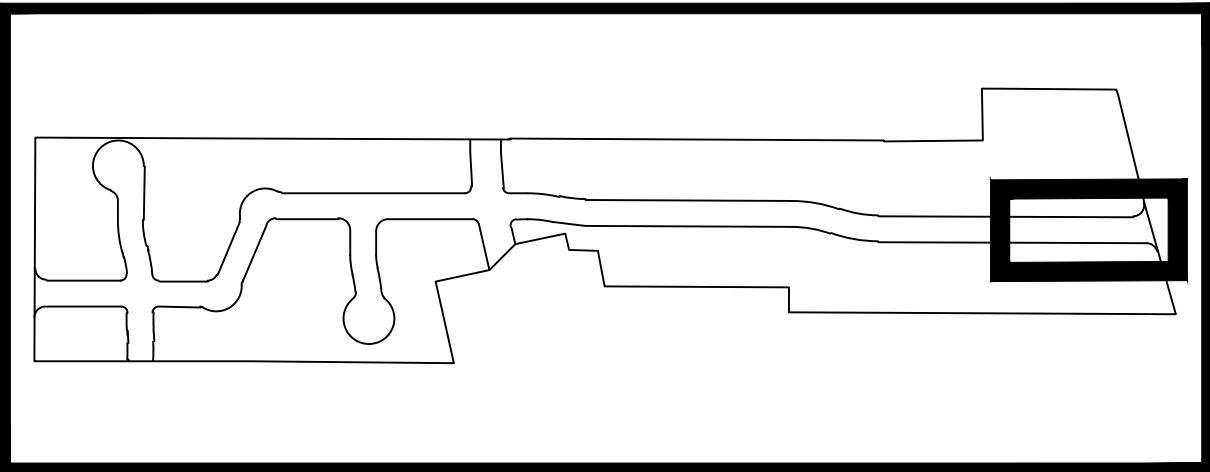
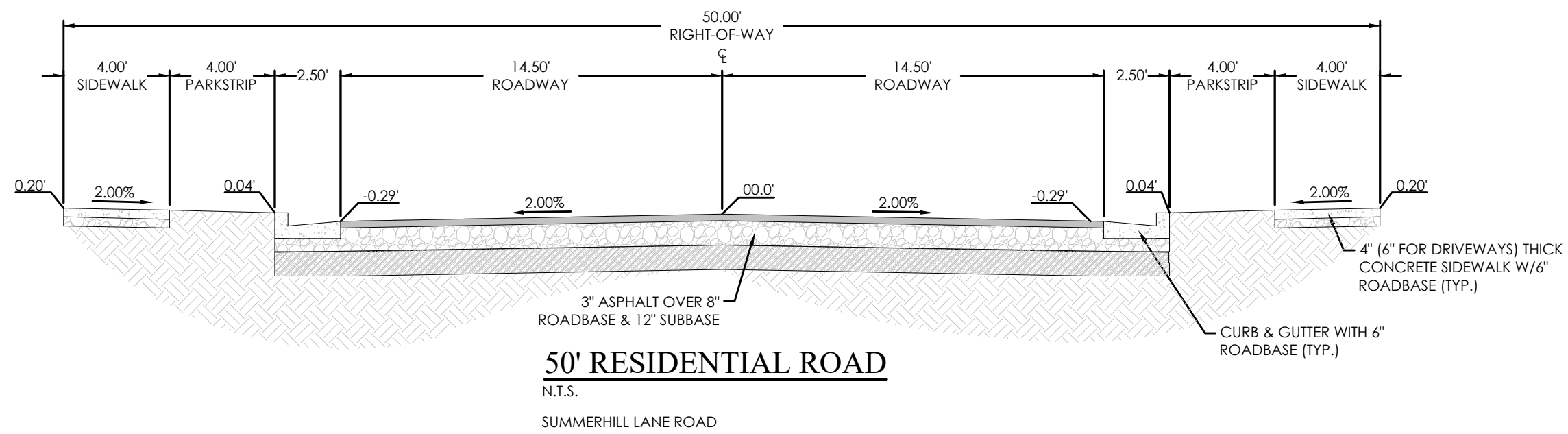
Drawn: RSH
Job #: 19-0378

FOCUS
ENGINEERING AND SURVEYING, LLC
6949 S. HIGH TECH DRIVE, SUITE 200
MIDVALE, UTAH 84047 PH: (801) 352-0075
www.focusnh.com

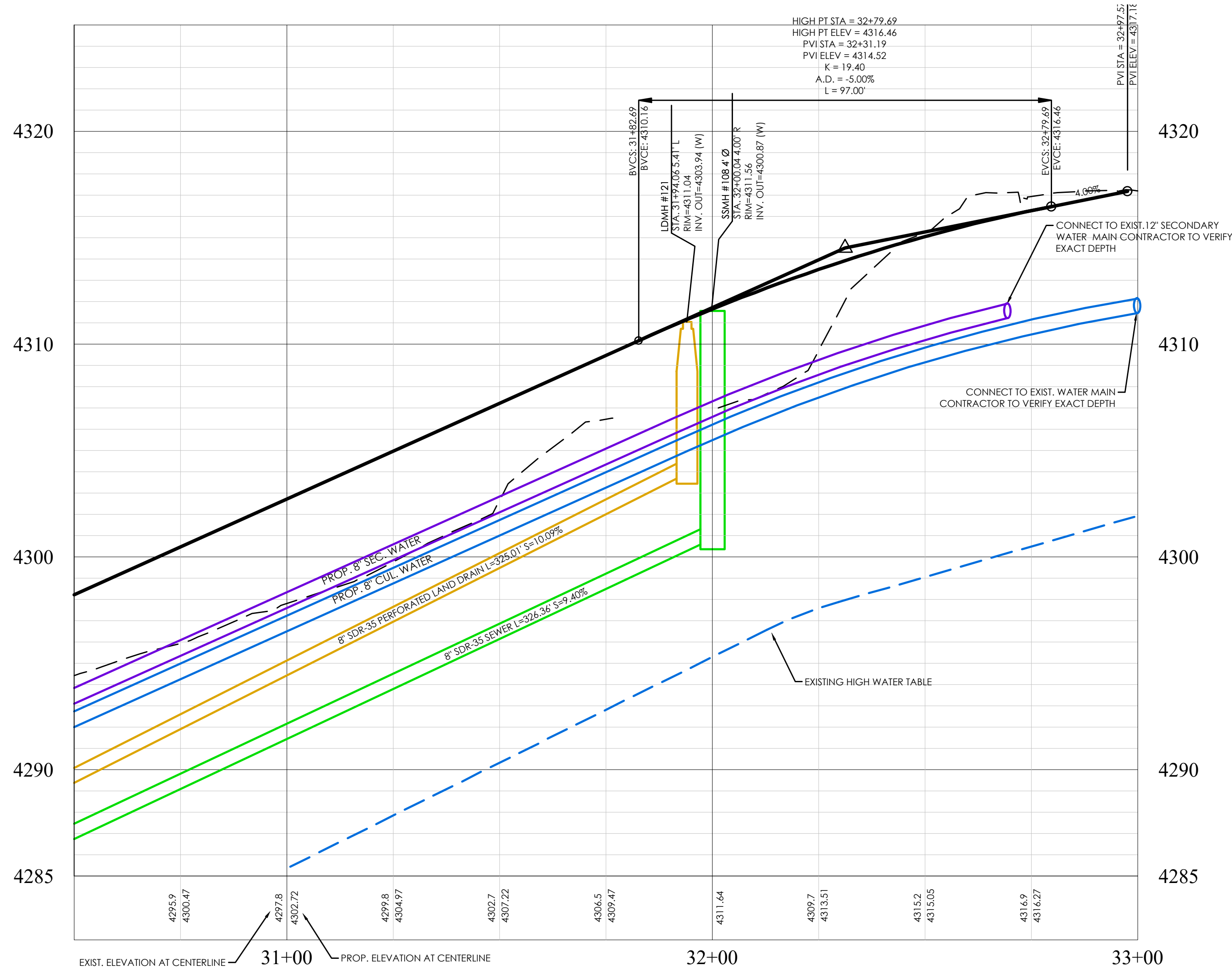




SUMMERHILL LANE PLAN

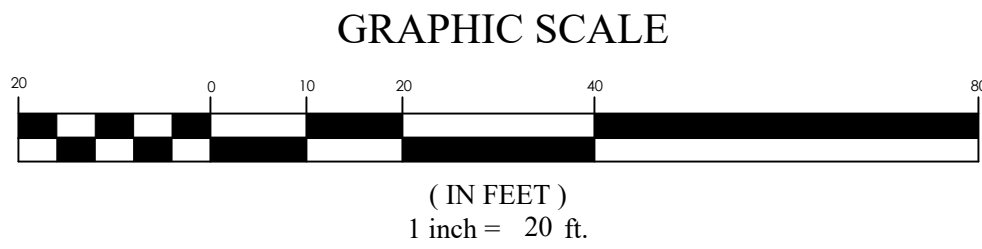


KEY MAP
N.T.S.

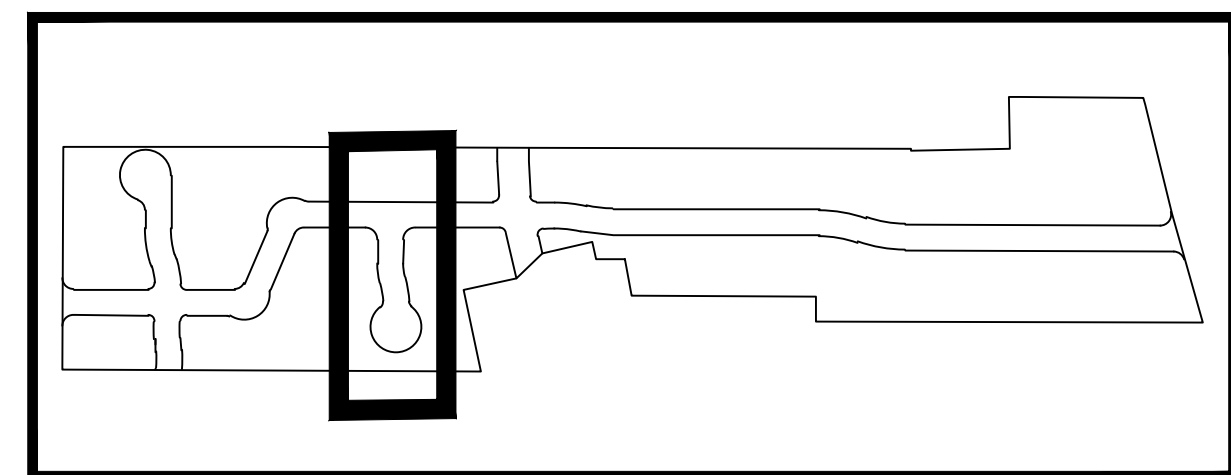
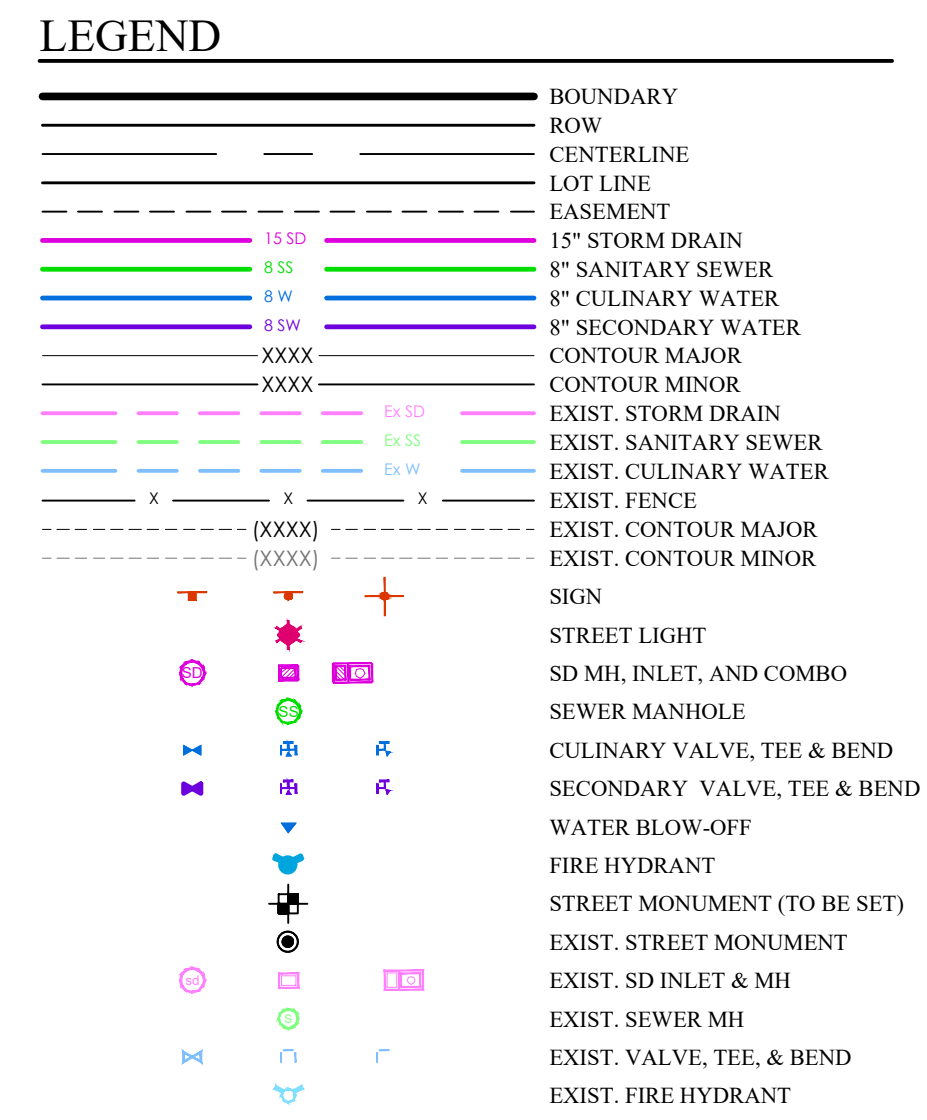


SUMMER HILL LANE PROFILE

LEGEND	
	BOUNDARY
	ROW
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	LOT LINE
	EASEMENT
	15\"/>
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	8\"/>
	8\"/>
	CONTOUR MAJOR
	CONTOUR MINOR
	EXIST. STORM DRAIN
	EXIST. SANITARY SEWER
	EXIST. CULINARY WATER
	EXIST. FENCE
	EXIST. CONTOUR MAJOR
	EXIST. CONTOUR MINOR
	SIGN
	STREET LIGHT
	SD MH, INLET, AND COMBO
	SEWER MANHOLE
	CULINARY VALVE, TEE & BEND
	SECONDARY VALVE, TEE & BEND
	WATER BLOW-OFF
	FIRE HYDRANT
	STREET MONUMENT (TO BE SET)
	EXIST. STREET MONUMENT
	EXIST. SD INLET & MH
	EXIST. SEWER MH
	EXIST. VALVE, TEE, & BEND
	EXIST. FIRE HYDRANT



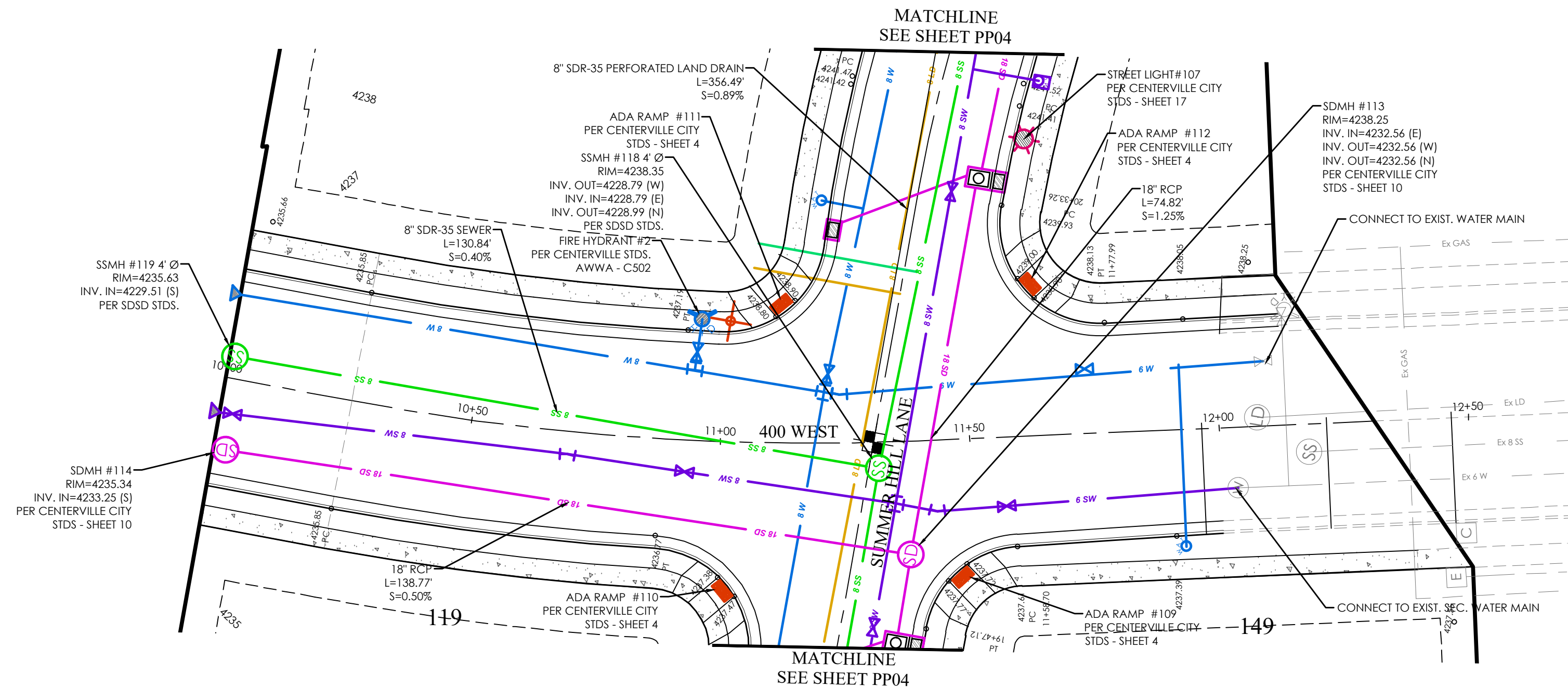
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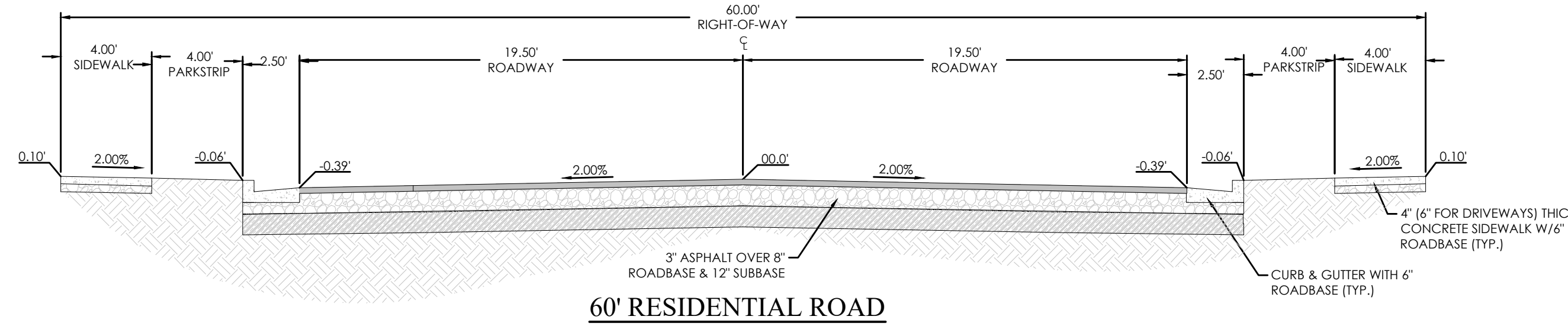
520 WEST PROFILE



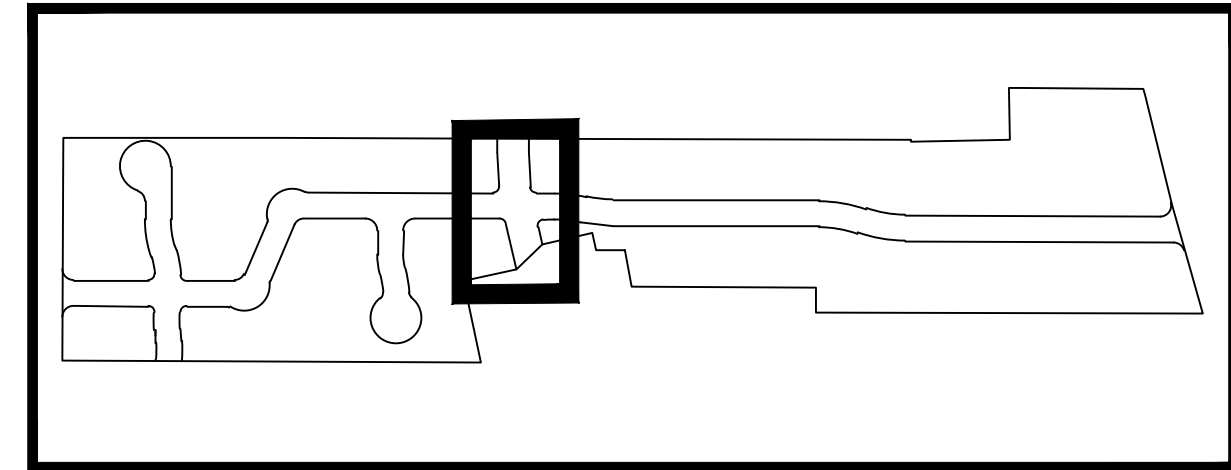
**Know what's below.
Call 811 before you dig.**



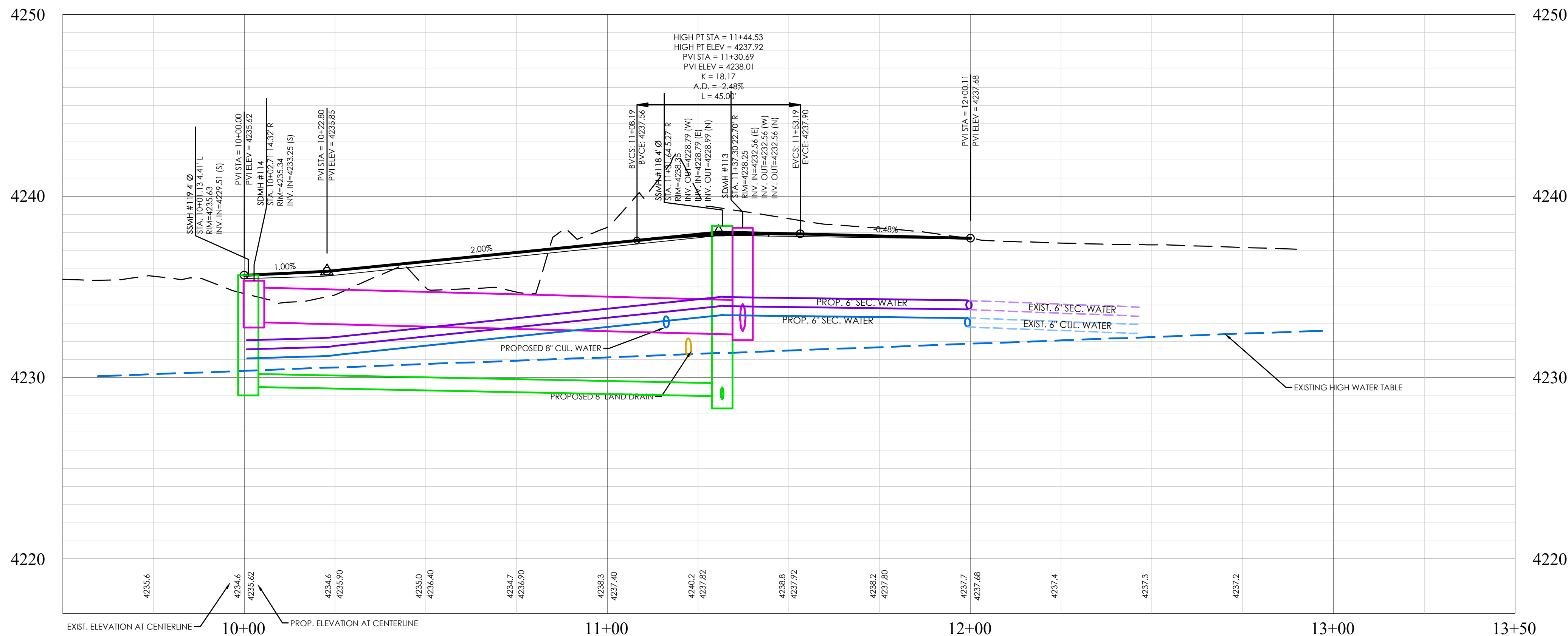
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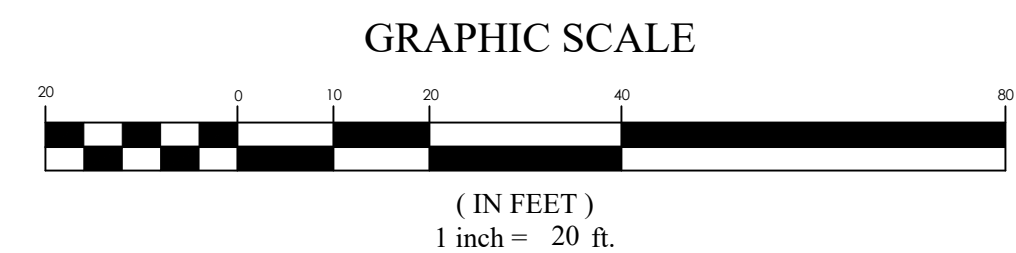
60' RESIDENTIAL ROAD



KEY MAP
N.T.S



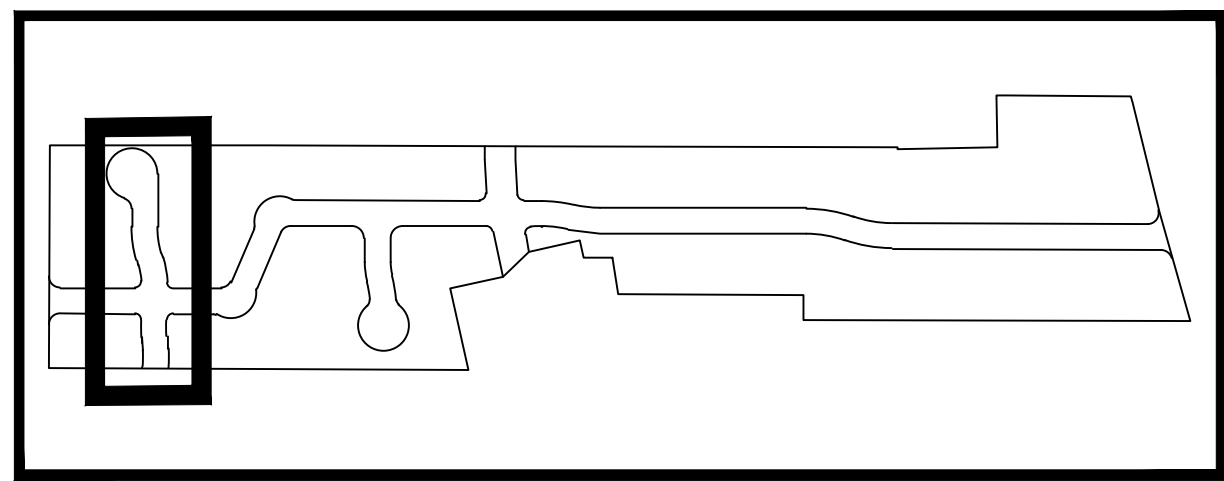
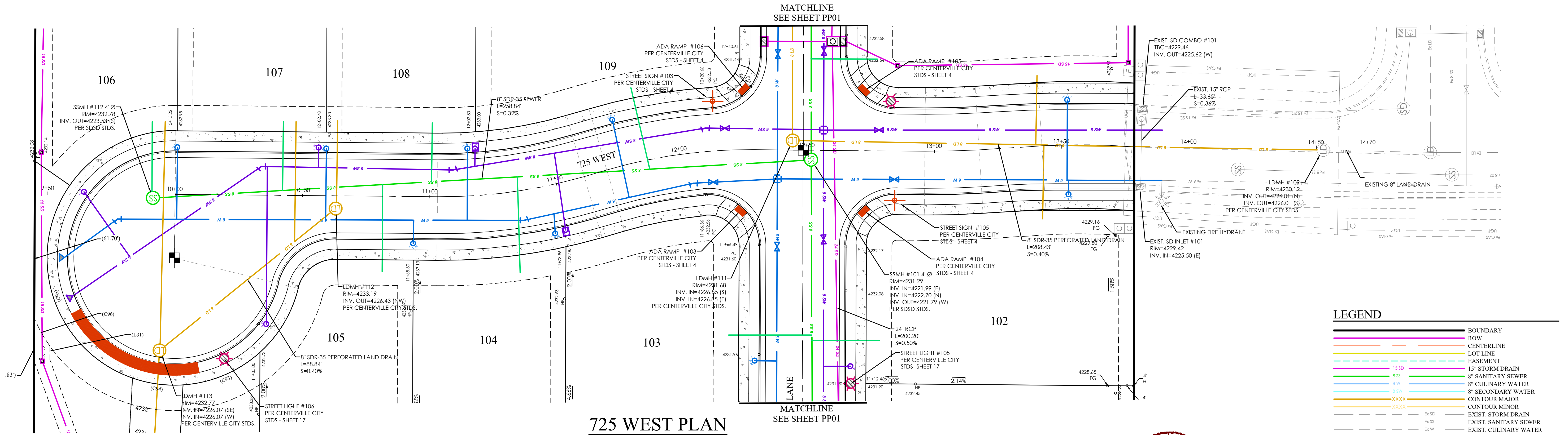
400 WEST PROFILE



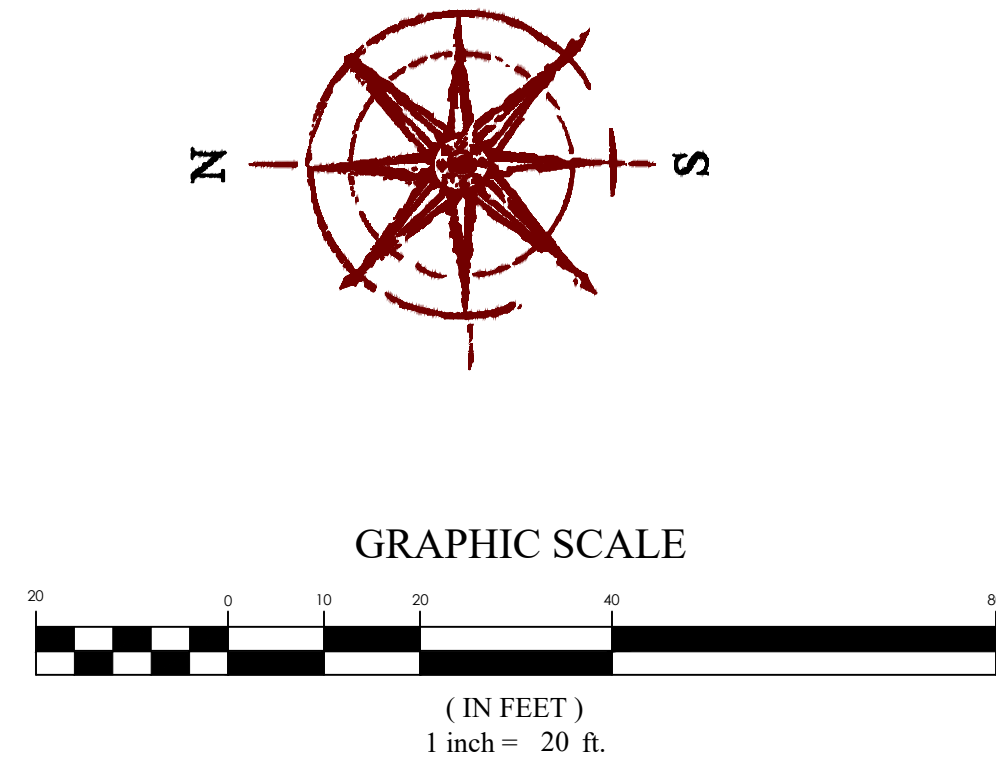
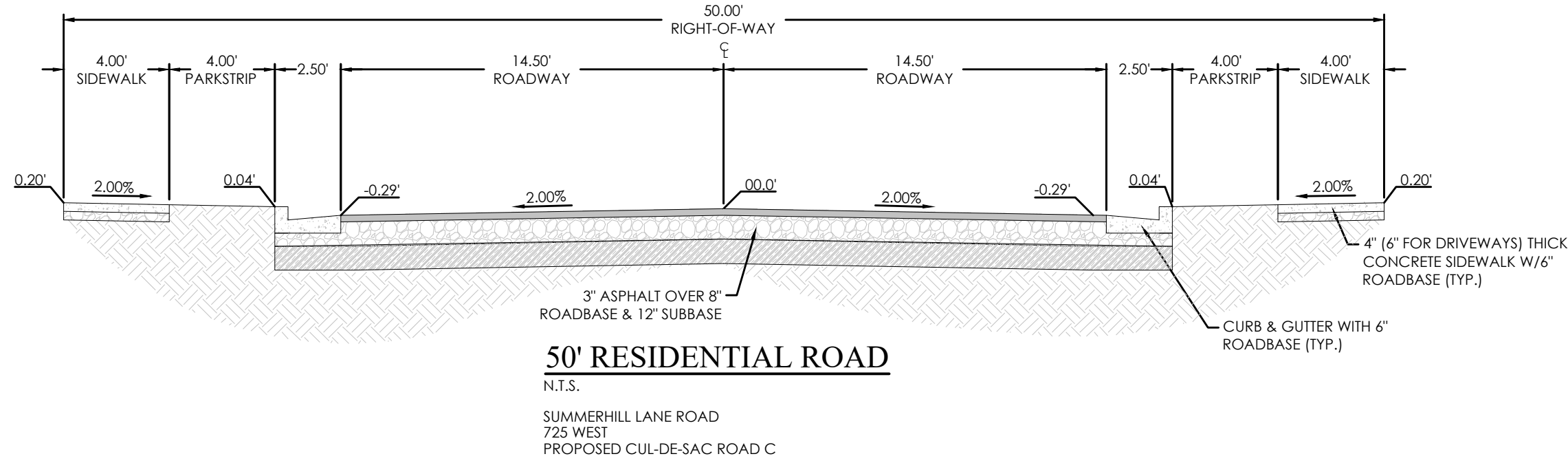
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400 WEST P&P

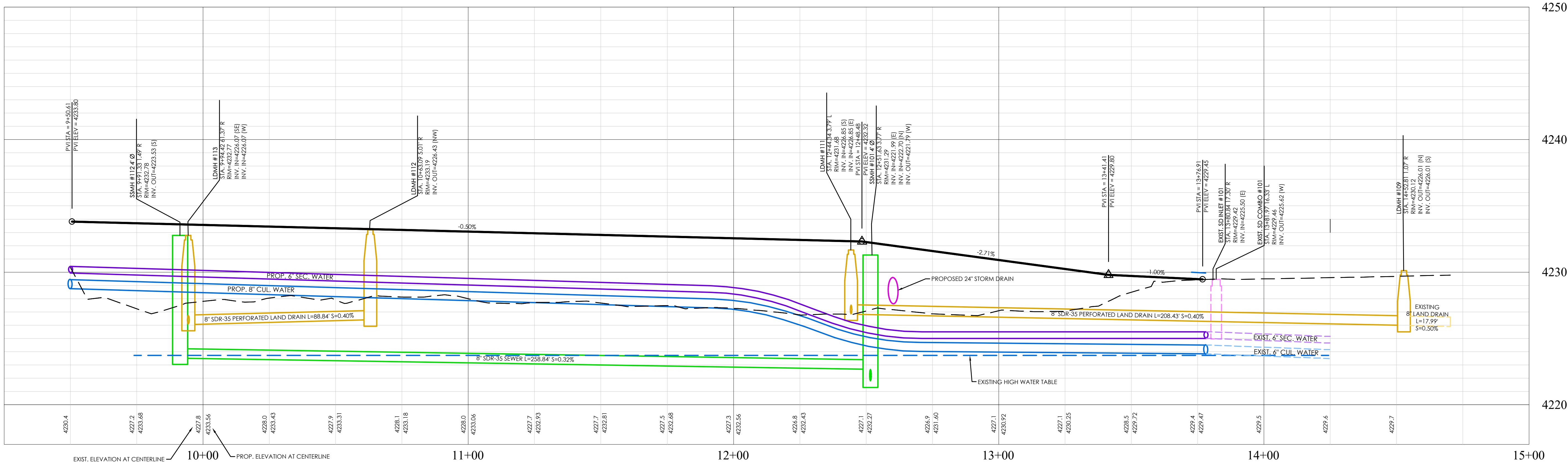
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Date: 10/6/2021
Job #: 19-0378
Sheet: PP09



KEY MAP
N.T.S.



- LEGEND**
- BOUNDARY
 - ROW
 - CENTERLINE
 - EASEMENT
 - 15" STORM DRAIN
 - 8" SANITARY SEWER
 - 8" CULINARY WATER
 - 8" SECONDARY WATER
 - CONTOUR MAJOR
 - CONTOUR MINOR
 - EXIST. STORM DRAIN
 - EXIST. SANITARY SEWER
 - EXIST. CULINARY WATER
 - EXIST. FENCE
 - EXIST. CONTOUR MAJOR
 - EXIST. CONTOUR MINOR
 - SIGN
 - STREET LIGHT
 - SD MH, INLET, AND COMBO
 - SEWER MANHOLE
 - CULINARY VALVE, TEE, & BEND
 - SECONDARY VALVE, TEE, & BEND
 - WATER BLOW-OFF
 - FIRE HYDRANT
 - STREET MONUMENT (TO BE SET)
 - EXIST. STREET MONUMENT
 - EXIST. SD INLET & MH
 - EXIST. SEWER MH
 - EXIST. VALVE, TEE, & BEND
 - EXIST. FIRE HYDRANT
 - SPOT ELEVATION
 - AREA TO BE ENCROACHED UPON BY UDOT



725 WEST PROFILE

REVISION BLOCK	
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725 WEST P&P

RESPONSE MEMO

To: [Centerville City]
CC: [Symphony Homes c/o Russell Wilson]
From: [Ben Duzett] 801-352-0075
Date: 10/6/2021
Re: Summerhill Lane Subdivision Response Memo

City Comment #1 - Establish Lowest FFE at 1' above top inside of existing 24" culvert at Frontage Road. Show on Plat and Civil Drawings.

a. Response - A note has been added to the plat and grading plan sheet c4.1 that the minimum finished floor elevation must be 4228.5' to maintain the minimum 1' elevation separation above the top of existing pipe in the frontage road.

City Comment #2 - Show existing invert of Sub-drain Manhole on 725 West where you plan to tie-in and show profile of new sub-drain on 725 West.

a. Response - The land drain plan sheet C5.6 has been updated to show the connection to the existing land drain manhole.

City Comment #3 - Show additional street light at Frontage Rd and one at 725 West intersection. Typical is approx. every 500' and at intersections.

a. Response - Additional street light has been shown at Frontage Road and at 725 West intersection.

City Comment #4 - Stub sewer, irrigation, storm drain and culinary water to north end of the 400 West Street.

a. Response - Sewer, irrigation, storm drain, and culinary water have all been stubbed to the north end 400 West Street.

City Comment #5 - Show new storm drains in City ROW as RCP and not ADS.

a. Response - The storm drain in city ROW has been updated to propose RCP and not ADS.

City Comment #6 - Show 12" of import granular fill required beneath the 3" of asphalt and 8" of road-base.

a. Response - The roadway cross sections have been updated to include 12" subbase.

City Comment #7 - Show existing water lateral connections on Main Street to be disconnected (3).

a. Response - The existing water lateral connections have been shown to be disconnected on the water plan.

City Comment #8 - Show existing culinary water main line on east side of Main Street (SR106) with connection. City personnel shows the main line on the east side of Main Street and not the West Side.

a. Response - The connection has been revised to show connecting to the existing water main on the east side of main street.

City Comment #9 - Provide detention calculations.

a. Response - The volume rainfall calculations have been provided on drainage plan sheet C5 to show the amount of discharge that will be received by the UDOT system from this site for a 100-year storm event.



AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance

Issued by North American Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, North American Title Insurance Company, a Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

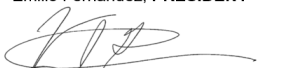
If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY


Emilio Fernandez, **PRESIDENT**

ATTEST


Valerie Jahn-Grandin, **SECRETARY**



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: North American Title, LLC
Issuing Office: 290 South Main Street, Bountiful, UT 84010
ALTA Universal ID:
Loan ID No.:
Commitment No.: 40902-21-14049
Issuing Office File No.: 40902-21-14049
Property Address: Centerville, UT 84014
Revision No.: 8th Amendment

1. Commitment Date: September 17, 2021 at 08:00 AM

2. Policy to be issued:

A. Loan Policy (ALTA Extended Loan Policy (6/17/06))

Proposed Insured: **A natural person or legal entity to be determined**

\$0.00

Premium: **\$0.00**

Endorsements to be issued:

Loan Policy - ALTA Endorsement 8.1 (Environmental Protection Lien)

\$25.00

Loan Policy - 100-06 (Restrictions, Encroachments & Minerals)

\$25.00

Loan Policy - 116 (Designation Of Improvements, Address)

\$10.00

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land at the date of this Commitment vested in:

Summerhill Lane LLC

5. The estate herein described upon issuance of the Policy shall be held as follows:

Summerhill Lane LLC

6. The Land is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

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NORTH AMERICAN TITLE, LLC, as
issuing agent for

NORTH AMERICAN TITLE INSURANCE COMPANY

By:



Authorized Officer or Agent

SCHEDULE B-I
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 40902-21-14049 Revision No.: 8th Amendment
Commitment No.: 40902-21-14049

Requirements

All of the following Requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. Furnish the Company with a copy of the Articles of Organization of Summerhill Lane LLC, bearing the filing stamp of the appropriate state office from the state of the organization. Also, furnish a copy of the executed Operating Agreement and any amendments thereto, or equivalent which contains the identity of all members of said organization.
7. Furnish the Company with a copy of the Articles of Organization of SDC Investments LLC, bearing the filing stamp of the appropriate state office from the state of the organization. Also, furnish a copy of the executed Operating Agreement and any amendments thereto, or equivalent which contains the identity of all members of said organization.
8. Furnish the Company with a copy of the Articles of Incorporation of Symphony Development Corp. and a Resolution executed by the Board of Directors authorizing this transaction.
9. Prior to funding and/or recording of the executed documents for this transaction, an inspection of the subject property is required for the purpose of determining the construction status of the project. Further requirements or exceptions may then be made.

It will be necessary to have an Indemnity Agreement by the owner/builder, contractor, sub-contractor, labor and materialmen turned in to the Company before closing, recordation or a policy of title can be issued under this commitment.
10. Issuance of Endorsement Forms 100 and 116 contemplate the existence of existing improvements located upon the subject property. Without such improvements being in existence at the date of the policy, no commitment can be made for the said endorsements until said improvements are completed.

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Schedule B-I – Requirements - ALTA® Commitment for Title Insurance (8/1/16)
Form: C.GU.1002

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SCHEDULE B-I

(Continued)

11. Certificate of Completion for the improvement to be located on the subject property delivery to the Company at which time the 116 Endorsement will be issued.
12. Deed of Trust or other approved security instrument, executed by the appropriate parties.

SCHEDULE B-II
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 40902-21-14049 Revision No.: 8th Amendment
Commitment No.: 40902-21-14049

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
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SCHEDULE B-II

(Continued)

9. Taxes for the year 2021 are now a lien, but not yet due.
- 2020 taxes paid \$2,584.57 under Tax ID No. 07-072-0034
- 2020 taxes paid \$3,867.75 under Tax ID No. 07-072-0132
- 2020 taxes paid \$5,372.97 under Tax ID No. 07-072-0160
- 2020 taxes paid \$1,268.27 under Tax ID No. 07-072-0161
- 2020 taxes paid \$14,535.57 under Tax ID No. 07-072-0175
- 2020 taxes paid, with other property, in the amount of \$4,294.58 under Parent Tax ID No. 07-072-0165 for current Tax ID No. 07-072-0188
- 2020 taxes paid, with other property, in the amount of \$2,486.55 under Parent Tax ID No. 07-072-0005 for current Tax ID No. 07-072-0189
10. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, South Davis Sewer Improvement District and Centerville City, and is subject to the charges and assessments levied thereunder.
11. Resolution No. 2004-212 establishing and organizing the South Davis Recreation Special Service District, and prescribing and setting forth other details and matters in connection therewith, recorded September 14, 2004, as Entry No. 2017602, in Book 3623, Page 1144, records of Davis County, Utah.
12. The terms and conditions of that certain Certificate of Creation, creating and establishing the South Davis Metro Fire Service Area, and any future charges and assessments that may be levied thereunder, recorded December 23, 2015, as Entry No. 2911949, in Book 6419, Page 53, of Official Records.
13. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. PUBLIC SIDEWALK AND SLOPE EASEMENT:
Grantee: Centerville City, a municipal corporation of the State of Utah
Recorded: July 30, 2015
Entry No.: 2883786
Book/Page: 6319/1048

(-0175)
16. The Right, Title and Interest of Summerhill Lane LLC as disclosed by Special Warranty Deed, dated March 30, 2020, and recorded April 2, 2020, as Entry No. 3239163, in Book 7483, at Page 320, of Official Records.

(-0161)

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SCHEDULE B-II

(Continued)

Note: at the time of execution and recording, the "Grantor" had NO interest in the property.

17. Any and all unrecorded rights or claims in the subject property of which notice is given by virtue of that certain Survey of Summerhill Lane prepared by Focus Engineering and Surveying, LLC, having been certified under the date of January 1, 2021, by Focus Engineering and Surveying, LLC, a Registered Land Surveyor.
18. Mechanics or materialmen's liens, if any, which do not appear of record.
19. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
20. NOTICE OF INTEREST
Claimant: Spencer Packer and Pamela Packer
Reason: The easement property is appurtenant, attached to, and runs with the land owned by the Packers.
Recorded: March 30, 2021
Entry No.: 3365360
Book/Page: 7727/2144
21. EASEMENT
Recorded: July 1, 2021
Entry No.: 3396336
Book/Pge: 7793/1780
22. BOUNDARY LINE AGREEMENT
Recorded: July 13, 2021
Entry No.: 3399145
Book/Pge: 7800/342

Be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department for further review prior to close.

NOTE: Judgments were checked as to Summerhill Lane LLC and no unsatisfied judgments were found.

Note: The records of the State of Utah report that the following named persons are Officers of Summerhill Lane LLC as shown from the latest annual reports filed therewith.

Registered Agent: Robert C Miller

NOTE: Judgments were checked as to SDC Investments, LLC and no unsatisfied judgments were found.

Note: The records of the State of Utah report that the following named persons are Officers of SDC Investments, LLC as shown from the latest annual reports filed therewith.

Registered Agent: Robert C Miller

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SCHEDULE B-II

(Continued)

NOTE: Judgments were checked as to Symphony Development, Corporation and no unsatisfied judgments were found.

Note: The records of the State of Utah report that the following named persons are Officers of Symphony Development, Corporation as shown from the latest annual reports filed therewith.

Registered Agent: Robert C Miller

Please direct any escrow questions to your Escrow Officer: Kaye Cazier at 801-296-2880 @ 290 South Main Street, Bountiful, UT 84010

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EXHIBIT "A"

Legal Description

Issuing Office File No.: 40902-21-14049 Revision No.: 8th Amendment
Commitment No.: 40902-21-14049

A tract of land situate in the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base & Meridian, comprised of all of six (6) parcels identified by Davis County Tax ID Numbers 07-072-0034, 07-072-0132, 07-072-0160, 07-072-0161, 07-072-0188, 07-072-0189 and a part of 07-072-0175, located in Centerville City, Davis County, Utah, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Main Street (SR-106) as established by UDOT Project No. S-0116(1), located S01°03'04"E 412.51 feet along the Section line and S88°56'56"W 147.88 feet from the Center 1/4 Corner of Section 31, T3N, R1E, SLB&M (Basis of Bearing: N0°15'20"E along the 1/4 Section line between the Center 1/4 Corner and the North 1/4 Corner of Section 31, T3N, R1E, SLB&M); thence southerly along said right-of-way line the following two (2) courses: (1) S12°38'06"E 12.55 feet; thence (2) along the arc of a non-tangent curve to the left having a radius of 5,762.65 feet (radius bears: N77°21'22"E) a distance of 437.49 feet through a central angle of 04°20'59" Chord: S14°49'07"E 437.39 feet; thence to and along the northerly line of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 338654 in Book 7770 at Page 390, N89°45'38"W 750.06 feet to the easterly line of that Real Property identified by Davis County Tax ID No. 07-072-0195, the boundary of which was determined by Survey No. 5493 on file in the Office of the Davis County Surveyor; thence along said boundary N01°02'54"E 47.91 feet; thence N89°42'24"W 358.00 feet to the westerly line of said as-surveyed boundary; thence along said as-surveyed boundary the following two (2) courses: (1) N09°48'11"W 71.09 feet; thence (2) N89°42'24"W 55.68 feet to and along a northeasterly line of LEXINGTON PARK SUBDIVISION PHASE 4, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1649844 in Book 2776 at Page 547; thence along said plat the following five (5) courses: (1) N12°28'19"W 34.03 feet; thence (2) S77°31'41"W 100.00 feet; thence (3) S45°52'13"W 70.49 feet; thence (4) S77°31'41"W 105.00 feet; thence (5) S12°28'16"E 161.93 feet to the northerly line of LEXINGTON PARK SUBDIVISION PHASE 3, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1490619 in Book 2454 at Page 223; thence along said plat the following two (2) courses: (1) N89°32'27"W 392.27 feet; thence (2) N89°51'45"W 402.23 feet; thence N01°48'53"E 432.14 feet to a south boundary line as determined by a Boundary Line Agreement recorded in the Office of the Davis County Recorder as Entry No. 3399145 in Book 7800 at Page 342; thence along said boundary line agreement S89°46'49"E 392.09 feet to a southwesterly corner of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 1347577 in Book 2176 at Page 915; thence along said deed the following two (2) courses: (1) S89°51'23"E 497.27 feet; thence (2) N12°59'38"W 1.00 feet to a point on the northerly line of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 3237273 in Book 7478 at Page 1033; thence along said deed S89°45'54"E 723.67 feet to a westerly line of CUTLER SUBDIVISION PHASE 5, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 2571788 in Book 5165 at Page 1697; thence along said plat the following four (4) courses: (1) S00°01'43"W 2.88 feet; thence (2) N89°14'56"E 192.21 feet; thence (3) N00°45'01"W 100.54 feet; thence (4) N89°15'01"E 21.25 feet; thence S89°36'24"E 239.38 feet to the point of beginning.

(Coordinates in description are based on the Davis County Coordinate System, rotate bearings clockwise 0°19'27" for the equivalent NAD 83 bearings.)

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Exhibit A - ALTA® Commitment for Title Insurance (8/1/16)
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Exhibit "A"



SCHEDULE B-II (Continued)

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The Doma Family of Companies

FACTS	WHAT DOES THE DOMA FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Transaction history and payment history • Purchase history and account balances		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does Doma share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes To offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1 (855) 306-0237		

Other important information

*California Residents – Effective January 1, 2020, the California Consumer Privacy Act allows California residents, upon a verifiable consumer request, to request that a business that collects consumers' personal information give consumers access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that the business has collected about the consumer, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. If a business does not produce the information or delete the consumer's personal information as requested, it must provide an explanation in terms of the exemptions and exceptions provided under the CCPA. To contact us with questions about our compliance with the CCPA, call 1 (650) 419-3827 or email info@statestitle.com.

SCHEDULE B-II (Continued)

Page 2

Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	We collect your personal information, for example, when you • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Doma doesn't jointly market.

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.	NASSA LLC
Doma Insurance Agency, Inc.	North American Asset Development, LLC
Doma Insurance Agency of Colorado, Inc.	North American Services, LLC
Doma Insurance Agency of Florida, Inc.	North American Title Insurance Company
Doma Insurance Agency of Illinois, Inc.	North American Title Agency, Inc.
Doma Insurance Agency of Indiana, LLC	North American Title Company
Doma Insurance Agency of Minnesota, Inc.	North American Title Company, Inc.
Doma Title Agency of Nevada, Inc.	Spear Agency Acquisition Inc.
Doma Insurance Agency of New Jersey, Inc.	States Title Agency, Inc.

SCHEDULE B-II

(Continued)

Doma Insurance Agency of Texas, Inc.

Doma Insurance Agency of Utah, LLC

Doma Title Insurance, Inc.

Doma Trustee Services, LLC

States Title, LLC

Title Agency Holdco, LLC

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Referring Party: North American Title Company, North American Title Company, Inc., North American Title Company of Colorado, North American Title, LLC, North American Title Agency, Inc., or North American Title Company, LLC, as applicable ("NAT")

This is to give notice that NAT has a business relationship with North American Title Insurance Company ("NATIC"). NAT and NATIC, directly or indirectly, are wholly owned subsidiaries of States Title Holding, Inc. Because of this relationship, this referral of services may provide NAT a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services provided by NATIC. You are NOT required to use NATIC as a condition for closing your transaction.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Title Insurance Fees

NAT provides closing services and title insurance through numerous title insurance underwriters, one of which is NATIC. If NATIC is selected as the title insurer, the following fees apply:

10% - 40% of costs for lender's and/or owner's title insurance, as applicable, depending on the property state, and as shown on the Loan Estimate and/or Closing Disclosure provided by your lender.

Contact your local NAT representative for a more detailed title insurance quote based on your specific transaction.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that NAT is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as the result of this referral.

Customer Signature Date

**BYLAWS
OF
SUMMERHILL LANE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE 1.
DEFINITIONS**

1.01 Declaration.

As used herein, “Declaration” means the Declaration of Covenants, Conditions, Restrictions, and Easements for Summerhill Lane, as the same may be amended from time to time, recorded in the Official Records of Salt Lake County, Utah.

1.02 Other Definitions.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Declaration.

**ARTICLE 2.
OFFICES**

The Association is a Utah nonprofit corporation, with its principal office located at 111 S. Frontage Road, Centerville UT 84014

**ARTICLE 3.
VOTING, QUORUM, AND PROXIES**

3.01 Voting.

Votes shall be allocated as set forth in Section 2.3 of the Declaration.

3.02 Quorum.

Except as otherwise required by law or by the Articles, the presence in person or by proxy of Owners entitled to vote more than a majority of the total votes of the Owners shall constitute a quorum.

3.03 Proxies.

Votes may be cast in person or by proxy. Every proxy must be executed in writing by the Owner or his duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.04 Majority Vote.

At any meeting of the Owners, if a quorum is present, the affirmative vote of a majority of the votes represented at the meeting, in person or by proxy, shall be the act of the Owners, unless the vote of a greater number is required by law, the Articles, the Declaration, or these Bylaws.

ARTICLE 4.
ADMINISTRATION

4.01 Annual Meeting.

The annual meeting of the Owners shall be held at a time designated by the Board in the month of May in each year, or at such other date designated by the Board, beginning with the year 2018, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

4.02 Special Meetings.

Special meetings of the Owners, for any purpose, unless otherwise prescribed by statute, may be called by the president or by a majority of the Directors and shall be called by the president at the request of Owners entitled to vote 20 percent or more of the total votes of all Owners.

4.03 Place of Meeting.

The Board may designate the Association's principal offices or any place within Salt Lake County, Utah, as the place for any annual meeting or for any special meeting called by the Board.

4.04 Notice of Meeting.

Written or printed notice of any meeting of the Owners, stating the place, day, and hour of the meeting and the purpose or purposes for which the meeting is called, shall be delivered personally or by mail to each Owner entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Owner at his address as it appears in the office of the Association, with postage thereon prepaid. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, the Board may set a record date for such determination of Owners, in accordance with the laws of the State of Utah. If requested by the person or persons lawfully calling such meeting, the secretary shall give notice thereof at the expense of the Association.

4.05 Informal Action by Owners.

Any action required or permitted to be taken at a meeting of the Owners may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Owners entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Owners.

ARTICLE 5.
DECLARANT CONTROL

Declarant shall be entitled to control the Association as set forth in Section 6.02(a) hereof.

ARTICLE 6.
BOARD

6.01 Number and Election of Directors.

The Board shall consist of three (3) Directors. The initial Directors shall hold office until the election or appointment of their successors at the first annual meeting. Thereafter, subject to the terms and conditions of Sections 6.02 and 6.03 below, each Director will hold office for a term of one (1) year, and the Owners shall elect the Directors at the annual meetings.

6.02 Appointment of Directors.

(a) During the Initial Declarant Control Period.

i. Subject to the terms and conditions of paragraphs 6.02(ii) and (iii) below, but notwithstanding anything else to the contrary contained in the Declaration or in any other Association Document, during the Initial Declarant Control Period (as such term is defined in the Declaration), Declarant shall have the exclusive right to appoint and remove all Directors and officers.

ii. Declarant may voluntarily surrender its right to appoint and remove officers and Directors prior to the expiration of the Initial Declarant Control Period; but, in that event, Declarant may require, for the remainder of the Initial Declarant Control Period, that specific actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by the Declarant before they become effective.

iii. No management contract or any other contract or lease designed to benefit the Declarant which was executed by or on behalf of the Association or the Owners as a group shall be binding after the expiration of the Initial Declarant Control Period unless renewed or ratified by the consent of a majority of the votes in the Association.

(b) After the Initial Declarant Control Period. After the Initial Declarant Control Period or the date Declarant voluntarily surrenders its right to appoint and remove Directors in accordance with paragraph 6.02(ii) above, the Board will be determined by majority vote of the Owners.

6.03 Removal of Directors.

(a) Directors appointed by Declarant may be removed, with or without cause, solely by Declarant.

(b) Directors elected by the Owners of the Lot may be removed, with or without cause, by majority vote of the Owners.

6.04 Replacement of Directors.

(a) Vacancies on the Board created by the removal, resignation or death of a Director appointed by Declarant shall be filled by a Director appointed by Declarant.

(b) A vacancy on the Board created by the removal, resignation, or death of a Director elected by the Owners shall be filled by a Director elected by the Owners.

(c) Any Director appointed pursuant to this Section 6.04 shall hold office for the remainder of the unexpired term of the Director that Director replaced.

6.05 Resignations; Vacancies.

Any Director may resign at any time by giving written notice to the president or to the secretary of the Association. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring on the Board shall be filled in accordance with Paragraph 6.04 above. A Director elected to fill a vacancy shall hold office until the next annual meeting of the Owners and until his successor is duly elected and qualified.

6.06 Regular Meetings.

Regular meetings of the Board may be held without call or formal notice at such places within or outside the State of Utah, and at such times as the Board from time to time by vote may determine. Any business may be transacted at a regular meeting. The regular meeting of the Board for the election of officers and for such other business as may come before the meeting may be held without call or formal notice immediately after, and at the same place as, the annual meeting of Owners, or any special meeting of Owners at which a Board is elected.

6.07 Special Meetings.

Special meetings of the Board may be held at any place within the State of Utah or by telephone, provided that each Director can hear each other Director, at any time when called by the president, or by two or more Directors, upon the giving of at least three days' prior notice of the time and place thereof to each Director by leaving such notice with such Director or at such Director's residence or usual place of business, or by mailing it prepaid and addressed to such Director at such Director's address as it appears on the books of the Association, or by telephone. Notices need not state the purposes of the meeting. No notice of any adjourned meeting of the Directors shall be required.

6.08 Quorum.

A majority of the number of Directors fixed by these Bylaws, as amended from time to time, shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time. When a quorum is present at any meeting, a majority of the Directors in attendance shall, except where a larger number is required by law, by the Articles, or by these Bylaws, decide any question brought before such meeting.

6.09 Waiver of Notice.

Before, at, or after any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by such Director except when such Director attends the meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

6.10 Informal Action by Directors.

Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Directors.

ARTICLE 7.
OFFICERS AND AGENTS

7.01 General.

The officers of the Association shall be a president (who shall be chosen from among the Directors), one or more vice presidents, a secretary, and a treasurer. The Board may appoint such other officers, assistant officers, committees, and agents, including assistant secretaries and assistant treasurers, as they may consider necessary or advisable, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as from time to time may be determined by the Board. One person may hold any two offices, except

that no person may simultaneously hold the offices of president and secretary. In all cases where the duties of any officer, agent, or employee are not prescribed by the Bylaws or by the Board, such officer, agent, or employee shall follow the orders and instructions of the president.

7.02 Removal of Officers.

The Board may remove any officer, either with or without cause, and elect a successor at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

7.03 Vacancies.

A vacancy in any office, however occurring, shall be filled by the Board for the unexpired portion of the term.

7.04 President.

The president shall be the chief officer of the Association. The president shall preside at all meetings of the Association and of the Board. The president shall have the general and active control of the affairs and business of the Association and general supervision of its officers, agents, and employees. The president of the Association is designated as the officer with the power to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

7.05 Vice Presidents.

The vice presidents shall assist the president and shall perform such duties as may be assigned to them by the president or by the Board. In the absence of the president, the vice president designated by the Board or (if there be no such designation) designated in writing by the president, shall have the powers and perform the duties of the president. If no such designation shall be made, all vice presidents may exercise such powers and perform such duties.

7.06 Secretary.

The secretary shall:

- (a) keep the minutes of the proceedings of the Owners' meetings and of the Board meetings;
- (b) see that all notices are duly given in accordance with the provisions of these Bylaws, the Declaration, and as required by law;
- (c) be custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board;

(d) maintain at the Association's principal offices a record containing the names and registered addresses of all Owners, the designation of the Lot owned by each Owner, and, if such Lot is mortgaged, the name and address of each Mortgagee; and

(e) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to it by the president or by the Board. Assistant secretaries, if any, shall have the same duties and powers, subject to supervision by the secretary.

7.07 Treasurer.

The treasurer shall be the principal financial officer of the Association and shall have the care and custody of all funds, securities, evidences of indebtedness, and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. The treasurer shall receive and give receipts and acquittances for moneys paid in on account of the Association and shall pay out of the funds on hand all bills, payrolls, and other just debts of the Association of whatever nature upon maturity. The treasurer shall perform all other duties incident to the office of the treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. The treasurer shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his duties and for the restoration to the Association of all books, papers, vouchers, money, and other property of whatever kind in his possession or under his control belonging to the Association. He shall have such other powers and perform such other duties as may be from time to time prescribed by the Board or the president. The assistant treasurers, if any, shall have the same powers and duties, subject to the supervision of the treasurer.

ARTICLE 8.
EVIDENCE OF OWNERSHIP, REGISTRATION OF
MAILING ADDRESS, AND LIEN HOLDERS

8.01 Proof of Ownership.

Except for those Owners who initially contracted to purchase a Lot from the Declarant, any person on becoming an Owner shall furnish to the Association a photocopy or a certified copy of the recorded instrument vesting that person with an ownership interest in the Lot. Such copy shall remain in the files of the Association. An Owner shall not be deemed to be in good standing and shall not be entitled to vote at any annual or special meeting of Owners unless this requirement is first satisfied.

8.02 Registration of Mailing Address.

If a Lot is owned by two or more Owners, such Owners shall designate one address as the registered address required by the Declaration. The registered address of an Owner or Owners shall be furnished to the secretary of the Association within ten days after transfer of title, or after a change of address. Such registration shall be in written form and signed by all of the Owners of the Lot or by such persons as are authorized to represent the interests of all Owners of

the Lot. If no address is registered or if all of the Owners cannot agree, then the address of the Lot shall be deemed the registered address of the Owner(s), and any notice shall be deemed duly given if delivered to the Lot.

8.03 Liens.

Any Owner who mortgages or grants a deed of trust covering his Lot shall give the Association written notice of the name and address of the Mortgagee and shall file true, correct, and complete copies of the note and security instrument with the Association.

8.04 Address of the Association.

The address of the Association shall be 526 North 400 West, North Salt Lake, Utah 84054. Such address may be changed from time to time upon written notice to all Owners and all listed Mortgagees.

ARTICLE 9.
SECURITY INTEREST IN MEMBERSHIP

Owners shall have the right irrevocably to constitute and appoint a mortgagee as their true and lawful attorney-in-fact to vote their Membership in the Association at any and all meetings of the Association and to vest in the mortgagee any and all rights, privileges, and powers that they have as Owners under the Articles and these Bylaws or by virtue of the Declaration. Unless otherwise expressly provided in such proxy, such proxy shall become effective upon the filing of notice by the mortgagee with the secretary of the Association. A release of the mortgage covering the subject Lot shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Owners, as mortgagors, of their duties and obligations as Owners or to impose upon the Mortgagee the duties and obligations of an Owner.

ARTICLE 10.
AMENDMENTS

10.01 By Directors.

Except as limited by law, the Articles, the Declaration, or these Bylaws, the Board shall have power to make, amend, and repeal the Bylaws of the Association at any regular meeting of the Board or at any special meeting called for that purpose at which a quorum is represented. If, however, the Owners shall make, amend, or repeal any Bylaw, the Directors shall not thereafter amend the same in such manner as to defeat or impair the object of the Owners in taking such action.

10.02 Owners.

Subject to any rights conferred upon first mortgagees in the Declaration, the Owners may, by the vote of the holders of at least sixty-seven percent (67%) of the votes of the

Owners, unless a greater percentage is expressly required by law, the Articles, the Declaration, or these Bylaws, make, alter, amend, or repeal the Bylaws of the Association at any annual meeting or at any special meeting called for that purpose at which a quorum shall be represented.

ARTICLE 11.
MISCELLANEOUS

11.01 Fiscal Year.

The fiscal year of the Association shall be such as may from time to time be established by the Board.

11.02 Other Provisions.

The Declaration contains certain other provisions relating to the administration of the Project, which provisions are hereby incorporated herein by reference.

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After Recording, Please Return to:

Summerhill Lane LLC
111 S. Frontage Road
Centerville, Utah 84014

Space Above for Recorder's Use

**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
SUMMERHILL LANE**

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This Declaration of Covenants, Conditions, Restrictions, and Easements for Summerhill Lane ("**Declaration**") is executed as of _____, 2021, by Summerhill Lane LLC, a Utah Limited Liability Company ("**Initial Declarant**").

BACKGROUND

A. Initial Declarant is the owner of that certain real property ("**Land**") located in Centerville City, Davis County, Utah, and legally described on Exhibit A attached hereto and incorporated herein by this reference.

B. Declarant intends to develop the Land into a residential subdivision to be known as Summerhill Lane.

C. Declarant has or will cause Summerhill Lane Homeowners Association, Inc., a Utah nonprofit corporation (together with its successors and/or assigns, the "**Association**"), to be incorporated under the laws of the State of Utah for the purposes of exercising the functions set forth in this Declaration.

D. The Land and all improvements constructed thereon will be held and conveyed subject to the following covenants, conditions, restrictions, and easements, which will run with the land and will be binding upon and inure to the benefit of all parties having or acquiring any right, title, or interest in or to the Land or the Development.

**Section 1
DEFINITIONS**

As used in this Declaration, the terms set forth below will have the following meanings:

1.1 Applicant.

Any Owner seeking to construct improvements on its Lot who submits an Application to the Architectural Control Committee.

1.2 Application.

Defined in Section 9.4.

1.3 Approval.

Unless otherwise specified in this Declaration: (a) with respect to Declarant, the Association, the Board, or the Architectural Control Committee: advance written approval; and (b) with regard to Members (other than Declarant): approval by the requisite percentage of votes entitled to be cast by the Members participating in a duly called meeting in person, by proxy, by

written ballot, or by action without a meeting. This definition will apply to other forms of the word “approval” as well, whether capitalized or not.

1.4 Architectural Guidelines.

The architectural, design, and construction guidelines and review procedures adopted in accordance with Section 9, as amended.

1.5 Architectural Control Committee.

The committee appointed in accordance with Section 9.

1.6 Articles.

The articles of incorporation of the Association, as may be amended from time to time.

1.7 Assessments.

All assessments and other charges, fines, and fees imposed by the Association on an Owner in accordance with the Governing Documents, including General Assessments, Special Assessments, Individual Assessments, and Transfer Assessments.

1.8 Board.

The Board of Directors of the Association.

1.9 Bylaws.

The bylaws of the Association, as may be amended from time to time. A copy of the Association’s current Bylaws are attached to this Declaration as Exhibit B.

1.10 City.

Centerville City, Utah.

1.11 Common Areas.

Those parcels, and any improvements, , intended for the common use and enjoyment of the Owners and their Tenants and Guests, including the areas designated as “Common Areas” on the Plat or established by this Declaration or any Supplemental Declaration. Common Areas do not include any publicly dedicated streets or areas that are owned and maintained by a governmental authority or a third party utility provider.

1.12 Common Expenses.

The actual and estimated costs and expenses incurred, or anticipated to be incurred, by the Association in carrying out its powers and obligations under the Governing Documents, including any reasonable reserve, and including any items specified as Common Expenses in this Declaration.

1.13 **County.**

Davis County, Utah.

1.14 **Declarant.**

The Initial Declarant and its successors and assigns if the successor or assignee acquires Declarant's interest in the Development, or less than all of Declarant's interest in the Development if a recorded instrument executed by Declarant assigns to the assignee all of Declarant's rights under this Declaration.

1.15 **Declarant Control Period.**

The period beginning on the date this Declaration is recorded in the official records of the County, and ending at the first to occur of the following:

(a) 100% of the Lots have been conveyed to Purchasers; or

(b) Declarant records a written statement in the official records of the County voluntarily terminating the Declarant Control Period, effective as of the date set forth in the statement.

1.16 **Development.**

The Land and the improvements constructed thereon.

1.17 **Director.**

A member of the Board.

1.18 **Eligible Mortgagee.**

Any Mortgagee of a Lot (or any insurer or guarantor of a Mortgage on a Lot) who has provided a written request to the Association (such request to state the name and address of such Eligible Mortgagee and the street address of the Lot to which its Mortgage relates), to be notified of any of the events listed in Section 12.1.

1.19 **General Assessment.**

Defined in Section 8.5.

1.20 **Governing Documents.**

This Declaration, the Articles, the Bylaws, the Architectural Guidelines, the Rules and Regulations, any fine schedule adopted in accordance with Section 11.2, and any other document, rule, or regulation adopted by the Association in accordance with the Governing Documents.

1.21 **Guest.**

Any person who is a visitor or invitee and who (a) is accompanied by an Owner or a Tenant, or (b) has been granted permission by an Owner to occupy its Residence for a period of time.

1.22 **Individual Assessment.**

Defined in Section 8.7.

1.23 **Lot.**

Each Lot shown on the Plat, which currently includes Lots 101 through and including Lot 163.

1.24 **Member.**

Any Person, including Declarant, holding a membership in the Association in accordance with Section 2.2.

1.25 **Mortgage.**

Any mortgage, deed of trust, or other document pledging any Lot or interest therein as security for payment of a debt or obligation.

1.26 **Mortgagee.**

Any Person named as a mortgagee or as a trustee or beneficiary under any Mortgage and any successor to the interest of any such Person under a Mortgage.

1.27 **Owner.**

Any Person having a fee ownership interest in a Lot. "Owner" does not include a Tenant or a Person holding less than a fee interest in a Lot. The rights, obligations, and other status of being an Owner commence upon acquisition of the fee interest in a Lot and terminate upon disposition of that interest, but termination of ownership will not discharge an Owner from obligations incurred before termination.

1.28 **Person.**

A natural person, a corporation, a partnership, a limited liability company, a trust, or any other legal entity.

1.29 **Plat.**

The plat entitled "Summerhill Lane", subdividing the Land, and recorded concurrently with this Declaration in the official records of the County, as may be amended.

1.30 **Purchaser.**

A Person other than Declarant who acquires a fee simple interest in a Lot.

1.31 Private Drainage System

Subsurface PVC pipes and water inlets installed to provide drainage from the Property to the city storm drain system.

1.32 Reserve Fund.

A fund established for the operation, repair, maintenance and/or replacement of Common Area improvements, as described in Section 8.9.

1.33 Residence.

A building located on a Lot and designated for single-family residential occupancy.

1.34 Rules and Regulations.

Those rules and regulations adopted by the Board governing the conduct of persons on, and the operation and use of, the Common Areas .

1.35 Special Assessment.

Defined in Section 8.6

1.36 Tenant.

Any Person who is leasing or renting a Residence.

1.37 Transfer Assessment.

Defined in Section 8.8.

1.38 Turnover Meeting.

The meeting called by Declarant to turn over administrative responsibility for the Development to the Members, as described in Section 3.2.

**Section 2
MEMBERSHIP IN THE ASSOCIATION**

2.1 Organization.

The Association will be a Utah nonprofit corporation and will have the property, powers, and obligations set forth in this Declaration for the benefit of the Development and all Owners. The Articles will provide for the Association's perpetual existence, but if the Association is at any time dissolved, whether inadvertently or deliberately, it will automatically be succeeded by an unincorporated association of the same name. In that event all of the property, powers, and obligations of the incorporated association existing immediately before its dissolution will automatically vest in the successor unincorporated association, and such vesting will thereafter be confirmed as evidenced by appropriate conveyances and assignments by the incorporated association. To the greatest extent possible, any successor unincorporated association will be

governed by the Articles and Bylaws as if they were the governing documents of the unincorporated association.

2.2 Membership.

Every Owner of one or more Lots within the Development will be a Member of the Association. Membership will begin automatically when a Person becomes an Owner and will continue until the Person is no longer an Owner, at which point the membership will expire automatically.

2.3 Voting Rights.

Each Member will be entitled to one vote for each Lot owned, except that no more than one vote may be cast with respect to any one Lot. When a Lot is owned by multiple Owners, all such Persons will be Members and the vote for such Lot will be exercised as the Owners among themselves determine. However, if the Owners of a Lot cannot agree on how to exercise their vote with respect to a pending matter, any such Owner may deliver notice of such disagreement to the Association before the vote is finalized, and the vote will then be disregarded with respect to such matter (except for purposes of establishing a quorum).

Section 3 MANAGEMENT OF THE ASSOCIATION

3.1 Board of Directors.

The affairs of the Association will be conducted by the Board and by such officers as the Board may elect or appoint in accordance with the Articles and Bylaws. During the Declarant Control Period, the Board will consist of three Directors, appointed by Declarant in its sole discretion. Directors appointed by Declarant will serve until replaced by Declarant or until their successors take office at the Turnover Meeting, whichever occurs earlier. Effective as of the Turnover Meeting, the Board will be composed of five Directors, who will be elected by the Members and whose terms and qualifications will be set in accordance with the Bylaws.

3.2 Turnover Meeting.

Declarant will call a meeting (“**Turnover Meeting**”) of the Association for the purpose of turning over administrative responsibility for the Development to the Members sometime before the expiration of the Declarant Control Period. At the Turnover Meeting, the Members will elect Directors to replace the Directors appointed by Declarant. The newly elected Directors will take office, and the Directors appointed by Declarant will resign, effective as of the expiration of the Declarant Control Period or such earlier date as Declarant may specify. If Declarant fails to call the Turnover Meeting, any Member or Mortgagee may call the meeting by giving notice as provided in the Bylaws.

3.3 Liability.

A Director or officer of the Association will not be liable to the Association or any Member 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 acts of gross negligence or intentional misconduct.

If any Director or 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 will indemnify such individual against liability and expenses incurred, to the maximum extent permitted by law.

Section 4

POWERS AND OBLIGATIONS OF THE ASSOCIATION

4.1 General Powers and Obligations.

The Association will 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.
- (b) The powers, duties, and obligations of a nonprofit corporation under the Utah Revised Nonprofit Corporation Act or its successor.
- (c) Any additional powers, duties, and obligations necessary or desirable for the purpose of carrying out the functions of the Association and promoting the general welfare of the Owners, all in accordance with this Declaration.

4.2 Specific Powers and Duties.

The specific powers and duties of the Association will include, without limitation, the following:

- (a) **Maintenance and Operation.** The Association will maintain and operate the Common Areas in an attractive condition and in a good and workmanlike manner so as to carry out the purpose for which the Common Areas are intended. The Association will also perform the maintenance specified in Section 7.1.
- (b) **Insurance.** The Association will obtain and maintain at least \$1,000,000 of commercial general liability insurance. The Association may obtain property insurance insuring the Association against casualty damage to the Common Areas in an amount deemed necessary by the Board.
- (c) **Rulemaking.** The Association may make, establish, promulgate, amend, and repeal Rules and Regulations governing the Common Areas.
- (d) **Assessments.** The Association will adopt budgets and impose and collect Assessments as provided in Section 8.
- (e) **Enforcement.** The Association will enforce the Governing Documents in accordance with Section 11.
- (f) **Employment of Agents, Advisers, and Contractors.** The Association may employ the services of any Person as manager; hire employees to manage, conduct, and perform the business, obligations, and duties of the Association; employ professional counsel and obtain advice from landscape architects, recreational experts, architects, planners, lawyers,

accountants or other advisers; and contract for or otherwise provide for all services necessary or convenient for the management, maintenance, and operation of the Development.

(g) **Acquiring, Holding, and Conveying Property.** The Association may acquire, hold, and convey, with or without consideration, real and personal property and interests therein, including easements across all or any portion of the Common Areas, and will accept any real or personal property interests within the Development conveyed to the Association by Declarant.

(h) **Transferring, Dedication, and Encumbering the Common Areas.** Subject to Section 6.4, the Association may sell, transfer, or encumber all or any portion of the Common Areas to a Person, whether public or private, and dedicate or transfer all or any portion of the Common Areas to any public agency, authority, or utility for public purposes.

4.3 Implied Rights and Obligations.

The Association may exercise any other power reasonably implied by, or necessary to carry out, an express power given to the Association under this Declaration.

Section 5 PROPERTY RIGHTS IN LOTS

5.1 Use and Occupancy.

Each Lot Owner will be entitled to the exclusive use and benefit of its Lot, but the Lot will be bound by, and the Owner will comply with, the Governing Documents.

5.2 Right of Entry Reserved.

Declarant hereby reserves the following right of entry for the benefit of Declarant and the Association. The Association may at any reasonable time, upon reasonable notice to the Lot Owner, enter upon any Lot to determine whether the use or improvements of the Lot comply with the Governing Documents or to enforce the Governing Documents in accordance with Section 11. No such entry will be deemed to constitute a trespass or otherwise create any right of action in the Owner of the Lot.

Section 6 PROPERTY RIGHTS IN COMMON AREAS

6.1 Right of Enjoyment.

Subject to the terms of the Governing Documents, each Owner will have a nonexclusive right of use and enjoyment in and to the Common Areas. Such right and easement will be appurtenant to and will pass with the title to each Lot. Any Owner may delegate this right and easement to its Tenants.

6.2 Title to Common Areas.

Title to the Common Areas will be conveyed to the Association by Declarant, free and clear of monetary liens, upon recordation of the Plat.

6.3 Limitations on Use of Common Areas.

The right and easement of use and enjoyment in and to the Common Areas will be subject to the following limitations:

(a) The right of the Association to suspend the right of an Owner to use the Common Areas in accordance with Section 11.

(b) The right of the Association to adopt, amend, or repeal Rules and Regulations governing the conduct of persons on, and the operation and use of, the Common Areas as it deems necessary or appropriate to ensure the peaceful and orderly use and enjoyment of the Common Areas in accordance with the Governing Documents. A copy of the Rules and Regulations, as amended from time to time, will be delivered to each Owner by the Board and will be binding upon the Owners as of the date of delivery.

(c) An easement for ingress and egress to and from the Lots, Common Areas, and streets, in favor of the Association to fulfill its obligations hereunder.

(d) The right of Declarant to establish easements, reservations, exceptions, and exclusions consistent with the ownership of the Development and the best interests of the Owners and the Association.

6.4 Alienation of the Common Areas.

The Association may not abandon, partition, subdivide, encumber, sell, or transfer the Common Areas without the approval of at least 67% of the Members and, during the Declarant Control Period, the approval of Declarant.

Section 7 MAINTENANCE

7.1 Association's Responsibilities.

A. The Association will be responsible for maintaining, repairing, and replacing the Common Areas and the Private Drainage System as identified in Exhibit C. The Exhibit sets forth a "Private Drainage Easement" within each of the Lots within which storm water drainage improvements, including, without limitation, subsurface PVC pipes and water inlets (collectively, the "**Storm Water Improvements**") were installed to provide drainage from the Property to the city storm drain system. The Storm Water Improvements shall be deemed owned by the Association. The Association shall have the right and obligation to install, maintain, operate, repair and replace the Storm Water Improvements in the Private Drainage Easement, the cost of which shall be funded by any of the assessment procedures set forth in the Declaration, including, without limitation, Regular Assessments, Extraordinary Assessments and/or Special Assessments. Each Owner shall connect to, and cause the water from its Lot to drain into, the Storm Water Improvements and shall not interfere with such Storm Water Improvements or the drainage of water therein. Without limiting the following or any other obligations in the Declaration, each Owner shall design and install the landscaping on its Lot so that the surface drainage (i.e. sprinklers, roof drains, etc.) from such Lot goes to the inlet provided by the Storm Water

Improvements. The Association shall have the right to assess Special Assessments against any Owner and its Lot for failure to abide by the obligations of such Owner in this Section.

The cost and expense incurred by the Association in performing the obligations set forth in the previous sentence will be a Common Expense.

7.2 Owners' Responsibilities.

Maintenance of each Lot and all improvements on the Lot will be the sole responsibility of the Lot Owner, who will maintain its Lot and improvements in a clean, sanitary, attractive, and marketable condition and in good repair at all times. Such maintenance will include repair and replacement of irrigation systems, utility lines, roofs, gutters, leaders, downspouts, exterior building surfaces, glass surfaces, walks, and other exterior improvements. Trees, shrubs, grass, flowers, and other landscaping will be neatly trimmed and properly cultivated. Lots will be kept free of trash, weeds, and other unsightly material at all times. Damage caused by fire, flood, storm, earthquake, riot, vandalism, or other causes will be repaired by the Owner within a reasonable period of time.

Section 8 ASSESSMENTS

8.1 Purpose of Assessments.

The Assessments levied by the Association will be used exclusively to promote the recreation, health, safety, and welfare of the Owners and occupants of the Development and for the improvement, operation, and maintenance of the Common Areas.

8.2 Types of Assessments.

The Association may levy General Assessments, Special Assessments, and Individual Assessments, all as more particularly described below.

8.3 Apportionment of Assessments.

Lots owned by Declarant will not be subject to Assessments until such time as the Lot is occupied for residential use. Each other Lot will be assessed its pro rata share of the General Assessments and Special Assessments as soon as it is conveyed to an Owner other than Declarant. The pro rata share will be calculated by dividing the total dollar amount of each such Assessment by the total number of Lots subject to assessment.

8.4 Annual Budget.

The Board will prepare an annual budget for the Association each fiscal year, taking into account the Common Expenses, contributions to be made to the Reserve Fund, any surplus from previous years, and any income expected from sources other than Assessments. During the Declarant Control Period, the annual budget will be prepared and adopted by the Board. After the Declarant Control Period expires, The Board shall present the adopted annual budget to the Owners at a meeting of the Owners. An annual budget shall be disapproved if within 45 days after the date of such meeting at which the Board presents the adopted budget: (a) there is a vote of

disapproval by at least 51% of the Members, and (b) the vote is taken at a special meeting called for that purpose by the Members under the Governing Documents. If a budget is disapproved in accordance with the foregoing sentence, the budget that the Board last adopted that was not disapproved by the Members shall continue as the budget until and unless the Board presents another budget to the Members and that budget is not disapproved.

8.5 General Assessments.

Based on the annual budget, the Board will determine the amount of the General Assessment, which will be apportioned among the Lots as provided in Section 8.3. At the closing of the sale of each Lot, the Owner purchasing the Lot will pay an amount equal to the prorated portion of the General Assessment and any Special Assessment due for the month or year (depending on whether Assessments installments are paid monthly or annually) in which the closing occurs. An Owner who sells its Lot will not be entitled to a refund from the Association of any Assessments paid in advance. However, the purchasing Owner will be entitled to a credit for any Assessments paid in advance by a previous Owner, and the selling Owner may seek a corresponding credit from the purchasing Owner. The manner of billing and collecting Assessments will be as provided in the Bylaws or as otherwise determined by the Board.

8.6 Special Assessments.

In addition to the General Assessments authorized in Section 8.5, the Board may levy during any fiscal year a Special Assessment applicable to that year only, for the purpose of deferring all or any part of the cost of structural improvements, landscaping improvements, unbudgeted expenses, expenses in excess of those budgeted, or other unanticipated, extraordinary, or emergency expenses. Special Assessments which in the aggregate in any fiscal year exceed an amount equal to 15% of the budgeted gross expenses of the Association for the fiscal year may be levied only if approved by at least 67% of the Members and, during the Declarant Control Period, Declarant. Special Assessments will be apportioned as provided in Section 8.3 and may be payable in lump sum or in installments, with or without interest or discount, as determined by the Board.

8.7 Individual Assessments.

The cost of any service benefiting less than all of the Lots may, in the discretion of the Board, be assessed exclusively against the Lots benefited as an Individual Assessment. Individual Assessments will also include fines imposed for violation of the Governing Documents and charges against a Lot to reimburse the Association for costs incurred in bringing the Lot or its Owner into compliance with the Governing Documents. Unless otherwise provided by the Board, an Individual Assessment will be due thirty (30) days after the Board has notified the Owner subject to the Individual Assessment.

8.8 Transfer Assessment.

Upon taking title to a Lot, a Purchaser will pay to the Association a Transfer Assessment in an amount to be established and adjusted from time to time by the Board.

8.9 **Reserve Fund.**

The Association may establish a Reserve Fund for the operation, repair, or replacement of Common Areas and the Private Drainage System. When budgeting for the Reserve Fund, the Board will take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repairs or replacement cost. The Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other temporary expenses which will later be paid from General Assessments or Special Assessments. The Association may prudently invest the Reserve Fund.

8.10 **Assessment Lien.**

Declarant covenants, and each Lot Owner is deemed to covenant, for each Lot owned by it within the Development, to pay to the Association all Assessments as may be fixed, established, and collected from time to time in accordance with this Declaration. Such Assessments, together with any interest, expenses, or attorneys' fees imposed in accordance with Section 11.4, will be a continuing lien upon the Lot against which each such Assessment or charge is made. However, no lien will attach to any Lot owned by Declarant until the Lot is subject to Assessment in accordance with Section 8.3. Assessments will also be the personal obligation of the Person who was the Owner of the Lot at the time the Assessment was assessed.

8.11 **Appointment of Assessment Director.**

Declarant hereby designates North American Title Company as the "trustee" for purposes of Section 57-8a-302 of the Utah Community Association Act. Declarant further hereby informs each Owner that such Owner's acceptance of an interest in a Lot constitutes a simultaneous conveyance of the Lot in trust, with power of sale, to said trustee or such substitute trustee as the Declarant may designate from time to time, as provided in Section 57-8a-302 of the Utah Community Association Act, for the purpose as securing payment of all amounts due under the Declaration or pursuant to such act. In accordance with Section 57-8a-212(1)(j)(ii): The Declarant hereby conveys and warrants pursuant to U.C.A. Sections 57-1-2- and 57-8a-302 to North American Title Company, with power of sale, the lot and all improvements to the lot for the purpose of securing payment of assessments under the terms of the Declaration.

8.12 **Municipal Assessment.**

The Development is within the area identified as the Highlands Assessment Area ("**HAA**") encompassing the Highlands Master Development Area, as identified in City ordinance 13-48 ("**Ordinance**"). The Development is subject to all restrictions, fees, assessments, encumbrances, and other burdens placed on the HAA, as identified in the Ordinance. A copy of the Ordinance may be obtained from the City.

Section 9 ARCHITECTURAL CONTROL

9.1 **General.**

No improvements of any kind, including the construction of any Residence, garage, outbuilding, parking area, driveway, tennis court, walkway, swimming pool, outdoor hot tub or spa,

fence, wall, curb, pool, trampoline, swing set or playground equipment, satellite dish or antenna, solar panel, outside air conditioning equipment, or any other permanent structure may be constructed, erected, or installed on a Lot without the approval of the Architectural Control Committee (“**Committee**”). No excavation, grading, filling, draining, landscaping, or planting or removal of existing vegetation may be performed without the approval of the Committee. No approval will be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of its Residence without approval by the Committee. However, modifications to the interior of screened porches, patios, or similar portions of a Lot visible from outside the structure will be subject to Committee approval. All Residences constructed on the Lots will be designed by and built in accordance with the plans and specifications of a licensed architect. This Section will not apply to Declarant’s activities.

9.2 Composition of Architectural Control Committee.

The Committee will consist of at least three individuals, appointed by the Board in its discretion.

9.3 Architectural Guidelines.

The Committee will prepare Architectural Guidelines that establish standards, rules, regulations, restrictions, and guidelines, in addition to those set forth in this Declaration, with respect to design features, architectural styles, exterior colors and materials, details of construction, location and size of structures, landscaping, and other matters requiring approval by the Committee. The Architectural Guidelines will also specify the content of the Application that must be submitted to the Committee by an Owner seeking approval to construct improvements and will establish the procedures for submitting the Application. If there is a conflict between the Architectural Guidelines and this Declaration, this Declaration will prevail. During the Declarant Control Period, the Committee may amend the Architectural Guidelines in its sole discretion. Upon the expiration of the Declarant Control Period, the Committee may amend the Architectural Guidelines subject to the approval of the Board. The Architectural Guidelines will be binding on all Owners and their respective architects, design professionals, builders, contractors, and agents. However, amendments to the Architectural Guidelines will be applied prospectively only and will not be applied so as to require modifications to or removal of improvements previously approved once construction of the approved improvements has begun. The Committee will make the Architectural Guidelines available to Owners who seek to construct improvements within the Development, but each Owner (and its architects, design professionals, builders, contractors, and agents) will be responsible for obtaining, understanding, and following the latest version of the Architectural Guidelines. Declarant may, in its sole discretion, record the Architectural Guidelines in the official records of the County, in which case the most recently recorded version will control if there is a dispute as to which version of the Architectural Guidelines was in effect at any particular time.

9.4 Application.

Any Owner seeking to construct improvements must submit an Application to the Committee for review, as specified in the Architectural Guidelines. The required Application materials may include plans and specifications showing site layout, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and

other features of the proposed improvements, as applicable. The Committee may require the submission of such additional information as may be reasonably necessary to consider any Application. The Committee may also waive certain Application requirements depending on the nature of the proposed improvements.

9.5 **Standard.**

The Committee will review each Application for compliance with this Declaration and the Architectural Guidelines, and may consider issues such as (a) whether the proposed improvements are consistent with the architectural character of the Development, considering the nature, shape, color, size, material, location, height, form, proportion, volume, and aesthetic quality of the proposed improvements; (b) whether the dimensions of the Lot can accommodate the proposed improvements; (c) whether the proposed improvements harmonize with the exterior design, topography, grade, and finished ground elevations of neighboring Lots, Common Areas improvements; (d) whether the proposed improvements will be adequately screened (if applicable); and (e) whether landscaping, drainage, utility service systems, and lighting are adequate. Each Owner acknowledges that the decisions of the Committee will be based partly on subjective standards of appearance, and that an Application may be rejected entirely on aesthetic grounds. The Committee will have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such determinations will not be subject to review so long as they are made in good faith and in accordance with the procedures set forth in this Section and in the Architectural Guidelines.

9.6 **Approval Procedure.**

The Committee will make a determination on each Application within 30 days after receipt of a completed Application and all required information. The Committee may (a) approve the Application, with or without conditions; (b) approve portions of the Application and disapprove other portions; or (c) disapprove the Application. The Committee will notify the Applicant of its decision within ten days of making the decision. In the case of disapproval, the Committee will specify the reasons for disapproval or offer suggestions for curing any objections. If the Committee fails to render its decision within 30 days after receipt of a completed Application, approval will not be required, and the Applicant will be deemed to have fully complied with this Section.

9.7 **Appeal.**

Any Owner adversely affected by an action of the Committee may appeal such action to the Board. Appeals must be made in writing within ten days of the Committee's action and must contain specific objections to the Committee's decision or mitigating circumstances justifying overturning the Committee's decision. A final, conclusive decision will be made by the Board within 30 days after receipt of the appeal.

9.8 **Fees.**

The Committee may collect a fee for reviewing an Application ("**Review Fee**") and may require the Review Fee to be paid in full before the Committee reviews an Application. The Review Fee may include the reasonable cost of having the Application reviewed by architects, engineers, or other professionals whom the Committee may employ as it deems necessary to perform the

review. The Board may change the amount of the Review Fee from time to time to cover increasing costs.

9.9 Enforcement.

The Committee will notify the Board of any Applicant who fails to comply with this Section. The Board may then enforce such violation in accordance with Section 11.

9.10 Majority Action.

Except as otherwise provided in this Declaration, a majority of the members of the Committee will have the power to act on behalf of the Committee, without the necessity of a meeting and without the necessity of consulting the remaining members of the Committee. Committee decisions will be rendered in writing and will set forth the actions taken by the consenting Committee members.

9.11 Liability.

No Committee member will be liable to any Owner, occupant, builder, or developer for any damage, loss, or prejudice suffered or claimed because of any act or omission of the Committee or a member of the Committee, as long as the Committee member has acted in good faith.

9.12 Nonwaiver.

Consent by the Committee to any matter will not be deemed to be a precedent or waiver preventing the Committee from withholding consent to any similar matter.

9.13 Effective Period of Consent.

The Committee's consent to any Application will automatically be revoked one year after issuance unless Owner has begun construction of the proposed improvements or has applied for and received an extension of time from the Committee.

9.14 Estoppel Certificate.

Within 30 days after written request is delivered to the Committee by any Owner, and upon payment to the Committee of a reasonable fee fixed by the Board to cover costs, the Committee will provide such Owner with an estoppel certificate executed by a member of the Committee, certifying with respect to any Lot owned by the Owner that as of the date of the certificate, either: (a) all improvements located on the Lot comply with this Declaration, or (b) certain improvements do not comply with this Declaration, in which event the certificate will also identify the noncomplying improvements and specify the nature of the noncompliance. Any purchaser of the Owner's Lot and any Mortgagee or other lienholder will be entitled to rely on the estoppel certificate, which will be conclusive as between the Owner, the Committee, the Association, and such purchaser, Mortgagee, or other lienholder.

Section 10 RESTRICTIONS

10.1 Residential Lots.

All Lots shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any Lot which is not a single family dwelling, not to exceed two stories in height with no less than a two-car garage; provided that an Owner shall have the right to have one (1) storage shed on its Lot so long as such storage shed (a) does not to exceed 200 square feet, (b) is constructed on a concrete slab and (c) is constructed with the same building quality materials as used for the home on such Lot. Carports are prohibited.

10.2 Dwelling Cost, Quality and Size.

All dwellings shall have a minimum of an attached two-car garage. All rambler-style homes shall have no less than 1,500 square feet on main level, exclusive of open porches and garages. All two-story dwellings shall have a minimum of 1,00 square feet above ground, exclusive of open porches and garages.

10.3 Construction Methods and Materials.

The exterior front of any structure erected on a Lot shall have at least 20 percent of its area covered with brick or stone. No siding materials allowed. Stucco, and hardi board will be permitted. All buildings shall have a roof of at least a 3 x 12 pitch. The Committee may grant a waiver of the exterior front coverage and roof pitch requirements for certain approved dwelling styles (including, but not limited to, full fiber cement board homes, and prairie or mid-century modern designs). All shingles shall be architectural grade, bar tile, cedar or shake.

10.4 Landscaping.

Within twelve (12) months following issuance to Owner of an occupancy permit, but in no event later than the summer immediately following the completion of Owner's home, each Owner is required to landscape its Lot.

Each Owner shall design and install the landscaping on its Lot so that the surface drainage (i.e. sprinklers, roof drains, etc.) from such Lot goes to the inlet provided by the by the Private Drainage System as part of the Storm Water Improvements. The location and elevation of the inlet box on each lot cannot be altered during the landscaping installation. The Association shall have the right to assess Special Assessments against any Owner and its Lot for failure to abide by the obligations of such Owner in this Section.

10.5 Drainage; Erosion Control.

Easements for utility and drainage facilities are reserved as shown on the Plat. No Owner other than Declarant shall alter the slope and/or contour of its Lot in a manner that will materially increase the discharge of water onto the surface of any sidewalks, street or adjoining Lot or property. Each Owner shall be responsible to ensure that no erosion or water drainage shall take place from its Lot which may adversely affect neighboring properties and/or roads.

10.6 **Zoning and Subdivision Ordinances.**

Each Owner shall comply, and shall cause such Owner's Lot to comply, with all applicable laws and regulations, including, without limitation, zoning regulations of the City and the County and any applicable building, fire and health codes, and the Master Plan. No Lot may be occupied in a manner that is in violation of any applicable statute, law, ordinance, rule or regulation. The City may compel the Owners to comply with any governmental regulation or issue of public safety.

10.7 **Repairs.**

Once a Lot is purchased, each Owner acknowledges that they are responsible for any damage or repairs to the sidewalks and all other concrete improvements located on or adjacent to its Lot.

10.8 **Completion Required Before Occupancy.**

No dwelling may be occupied prior to its completion and the issuance of a certificate of occupancy by the City.

10.9 **Temporary Structures Prohibited.**

No structure of temporary nature, such as a trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence.

10.10 **Animals.**

Only ordinary household pets may be kept on any Lot. Each Owner shall be responsible for keeping pets on their property.

10.11 **Trash.**

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept or permitted to remain on any Lot except in sanitary containers. No materials shall be kept or stored on any Lot that would be unsightly or a fire hazard.

10.12 **Fences.**

No fence, wall or other similar structure shall be constructed or placed on any Lot nearer the street than the front house line, nor shall any fence, wall or similar structure be constructed to a height greater than six feet. All fences, walls or similar structures shall be of brick, stone, wrought iron, or white vinyl. Tan vinyl fencing and chain-link fencing are prohibited. Any fencing, wall or similar structure using other construction materials shall require the prior written approval of the Committee. In the event of a dispute regarding what constitutes the front, side or rear yards, the decision of the Committee shall be final, binding and conclusive.

10.13 **Nuisance.**

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, including the creation of loud or offensive noises or odors that detract from the reasonable enjoyment of

nearby Lots. No mining, drilling, prospecting, mineral exploration or quarrying activity will be permitted at any time.

10.14 No Unsightliness.

No unsightliness is permitted on any Lot. This shall include, without limitation, the open storage of any building materials (except during the construction of any home or addition); open storage or parking of farm or construction equipment, boats, campers, camper shells, trailers, recreational vehicles, trucks larger than pick-up trucks (except during periods of actual loading and unloading) or inoperable motor vehicles; accumulations of lawn or tree clippings or trimming; accumulations of construction debris or waste; household refuse or garbage except as stored in tight containers in an enclosure such as a garage; and the storage or accumulation of any other material, vehicle, or equipment on the Lot in a manner that is visible from any other Lot or any public street; provided that the foregoing shall not restrict the parking of a vehicle or equipment on a Lot behind a fully screened fence section that is at least six (6) feet in height even if such vehicle or equipment can be seen above such fence.

10.15 No Hazardous Activity.

No activity may be conducted on any Lot that is, or would be considered by a reasonable person to be unreasonably dangerous to hazardous, or which would cause the cancellation of a conventional homeowners insurance policy. This includes, without limitation, the storage or caustic, toxic, flammable, explosive or hazardous materials in excess of those reasonable and customary for household uses, the discharge of firearms and setting open fires (other than properly supervised and contained barbecues).

10.16 No Annoying Lights.

No outdoor lighting shall be permitted except for lighting that is designed to aim downward and limit the field of light to the confines of the Lot on which it is installed. This shall not apply to street lighting maintained by the City.

10.17 Sewer Connection Required.

All Lots are served by sanitary sewer service, no cesspools, septic tanks or other types of waste disposal systems are permitted on any Lot. All dwelling units must be connected to the sanitary sewer system.

10.18 Maintenance of Property.

Each Lot and the improvements on it shall be maintained by the Lot Owner in a clean, sanitary, attractive and marketable condition at all times. No Owner shall permit his Lot or the improvements on it to fall into disrepair.

10.19 Repair Following Damage.

In the event of casualty loss or damage to the improvements on a Lot, the Owner will be entitled to reconstruct the improvements as they existed prior to the damage or loss, provided however that alterations or deviations from the originally approved plans will comply with

applicable City zoning and ordinances. Nothing in this Declaration is intended to prevent an Owner who has suffered property damage or loss from taking temporary measures to secure the property and prevent further damage, or to prevent injury or dangerous conditions following loss or damage, before re-construction begins. No damaged structure will be permitted to remain on any Lot for more than 90 days without repairs commencing, and any damaged structure which does remain unrepaired after 90 days following the occurrence of damage is deemed a nuisance.

Section 11 ENFORCEMENT

11.1 General.

The Board will notify any Member of any violation of the Governing Documents for which the Member is responsible, including violations caused by a Tenant or Guest of the Member, and will specify any necessary remedial action. If the Member (1) has not begun and diligently pursued the remedial action within 10 days of notification; (2) the Member and the Association cannot agree to a mutually acceptable solution consistent with the Governing Documents; and (3) the Association has given the Member reasonable opportunity to be heard; then the Association may do any or all of the following:

- (a) subject to the additional requirements of Section 11.2, impose reasonable fines as an Individual Assessment upon the Member;
- (b) suspend the Member's voting rights and right to use the Common Areas for the period that the violation remains uncured;
- (c) where applicable, enter the offending Member's Lot and remove the cause of the violation, or alter, repair, or change the item which is in violation of the Governing Documents in such a manner as to make it conform thereto, in which case the Association may assess the cost of the remedy as an Individual Assessment against the Member and the Member's Lot;
- (d) bring suit or action against the Member to enforce the Governing Documents; and/or
- (e) pursue any other remedy available at law or in equity.

Nothing in this Section will authorize the Association to deprive any Member of access to and from its Lot.

11.2 Fines.

The Board may assess a fine against a Member only for a violation of a rule, covenant, condition, or restriction that is specifically listed in the Governing Documents. A fine must be in the amount specifically provided for in the Governing Documents for the specific type of violation, or in an amount commensurate with the nature of the violation. The Board will prepare and publish from time to time a fine schedule listing the various offenses and the corresponding fine amounts. Any Member assessed a fine may request an informal hearing before the Board to protest or dispute the fine within 14 days from the date the fine is assessed ("**Hearing**"). The Hearing will

be conducted in accordance with the standards set forth in the Bylaws. No interest or late fees may accrue on a fine until after the Hearing has been conducted and a final decision has been rendered, unless the fined Member fails to request a Hearing within the 14-day time period.

11.3 Enforcement of Assessment Lien.

The Association will have a lien against each Lot for any Assessment levied against the Lot and the Owner thereof under the Governing Documents from the date on which the Assessment is due. If a Member fails to pay an Assessment levied under the Governing Documents within 30 days of its due date, the Association may foreclose on the lien and may, through its duly authorized agents, bid on the Lot at such foreclosure sale and may acquire, hold, lease, mortgage, or convey the Lot. The Association may bring an action to recover a money judgment for unpaid Assessments without foreclosing or waiving the lien described in this Section. Recovery on any such action, however, will operate to satisfy the lien, or the portion thereof, for which recovery is made.

11.4 Interest, Expenses, and Attorneys' Fees.

Any Assessment or other amount not paid to the Association when due in accordance with this Declaration will bear interest from the due date (unless the Assessment is a fine and a Hearing is timely requested, in which case no interest or late fees may accrue until after the Hearing has been conducted and a final decision has been rendered) until paid at a rate 3 percentage points per annum above the prime rate published in the *Wall Street Journal* at the time, or such other rate as may be established by the Board, but not to exceed the lawful rate of interest under Utah law. A late charge may be levied for each delinquent Assessment in an amount established from time to time by the Board, as long as the late charge does not exceed 20% of the Assessment. If the Association files a notice of lien, the lien amount will also include the recording fees associated with filing the notice and a fee for preparing the notice of lien, which fee will be established from time to time by the Board. If the Association prevails in any procedure to enforce the Governing Documents, the Association is entitled to an award of its costs and reasonable attorneys' fees associated with the action.

11.5 Remedies Cumulative.

An election by the Association to pursue any remedy provided for in this Declaration will not prevent concurrent or subsequent exercise of another remedy permitted under this Declaration. The remedies provided in this Declaration are not exclusive but will be in addition to all other remedies, including actions for damages and suits for injunctions and specific performance, available under applicable law. Failure by the Association to enforce the Governing Documents will not be deemed a waiver of the right to do so thereafter. Any aggrieved Member may bring an action against another Member or the Association to recover damages or to enjoin, abate, or remedy any violation of the Governing Documents by appropriate legal proceedings.

Section 12

MORTGAGEE PROTECTIONS

12.1 Notification of Eligible Mortgagees.

Each Eligible Mortgagee will be entitled to written notice of any delinquency in the payment of Assessments owed by a Lot subject to a Mortgage held by the Eligible Mortgagee, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Lot or the Owner or its Tenants which is not cured within 60 days.

Section 13

AMENDMENT AND REPEAL

This Declaration and the Plat may only be amended or repealed with the approval of at least 67% of the Members. However, (a) no amendment under this Section may create, limit, or diminish Declarant's rights without Declarant's approval; and (b) no amendment under this Section may change the boundaries of any Lot without the consent of the Board and all Owners of the affected Lots.

Section 14

MISCELLANEOUS PROVISIONS

14.1 Joint Owners.

Where two or more Owners share the ownership of any Lot, the responsibility of such Owners to comply with this Declaration will be a joint and several responsibility.

14.2 Tenants/Guests.

Tenants and Guests using the Development under rights derived from an Owner will comply with all applicable provisions of the Governing Documents. Each Owner will be responsible for its Tenants' and Guests' compliance and will be liable for any failure of compliance by its Tenants or Guests in the same manner and to the same extent as if the failure had been committed by the Owner himself.

14.3 Construction; Severability; Number; Captions; Exhibits.

This Declaration will be liberally construed as an entire document to accomplish the purposes stated in the Background paragraphs. However, each provision of this Declaration will be deemed independent and severable, and the invalidity of any provision will not affect the validity of any other provision. As used in this Declaration, the singular includes the plural and the plural the singular, and the masculine and neuter include the masculine, feminine, and neuter, as the context requires. All captions used in this Declaration are intended solely for convenience of reference and will in no way limit this Declaration. The Background paragraphs and all exhibits attached to this Declaration are incorporated into this Declaration by reference.

14.4 **Approvals, Notices, and Other Writings.**

(a) Within 15 days after taking title to a Lot, the Owner of the Lot will provide the Association with the Owner's current mailing address (if other than the address at the Lot), phone number, and email address, and will provide the Association with a copy of the deed by which the Owner acquired title to the Lot. An Owner will notify the Association of any change in such Owner's contact information within 15 days after the change.

(b) All approvals, notices, and other writings required or permitted to be given under this Declaration must be delivered in person, by first-class United States mail, or by Federal Express, UPS, or other nationally recognized private commercial carrier, postage prepaid. Delivery of such approval, notice, or other writing will be deemed made two business days after having been deposited with the United States Postal Service or nationally recognized private commercial carrier, addressed to an Owner at the address provided under Section 14.4(a), or addressed to Declarant, the Association, or the Architectural Control Committee, at the following address (or at such other address as may be designated in writing from time to time):

Summerhill Lane LLC
111 S. Frontage Road
Centerville, Utah 84014

14.5 **Not a Cooperative.**

In accordance with Section 57-8a-212(1)(c) of the Utah Community Association Act, the project is not a cooperative.

Declarant has executed this Declaration to be effective as of the date first set forth above.

Summerhill Lane LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

State of Utah)
) ss.
County of Davis)

The foregoing instrument was acknowledged before me on _____,
by _____, _____ of Summerhill Lane LLC.

Notary Public

Exhibit A

Legal Description of the Land

Exhibit B

Bylaws

(See attached)

Exhibit C

Private Drainage System

(See attached)



WEBER BASIN WATER CONSERVANCY DISTRICT

2837 East Highway 193 • Layton, Utah 84040 • Phone (801) 771-1677 • SLC (801) 359-4494 • Fax (801) 544-0103

February 9, 2021

Tage I. Flint
General Manager/CEO

Focus Engineering, LLC
Attention: Ryan Hopkins, EIT
6949 S. High Tech Drive
Midvale, UT 84047

Board of Trustees:

Dee Alan Waldron
President
Morgan County

Kym O. Buttschardt
Weber County

Jay V. Christensen
Weber County

Kerry W. Gibson
Weber County

Marlin K. Jensen
Weber County

P. Bret Milburn
Davis County

John Petroff Jr.
Davis County

Paul C. Summers
Davis County

Dave Ure
Summit County

RE: Preliminary Plan Review, Summerhill Lane(S20026) - THIS IS NOT A FINAL APPROVAL - FINAL SUBMITTAL REQUIRED

Dear Mr. Hopkins:

The District has reviewed the subdivision construction drawings dated January 14, 2021 for the Summerhill Lane (63 building lots) located in Centerville. The District will provide secondary water to the referenced development provided the following updated requirements are met:

1. Water is an increasingly scarce resource, of limited supply, and subject to ever increasing demands. Consequently, the District has found it in the best interest of the public to promote water efficient landscapes. The District offers several water allocation methods promoting water-wise landscapes that may result in lower assessments and water development fees. Generally, these methods require the developer to agree to the installation of specific irrigation systems, plant materials, and restrictions on amounts of turf. Please contact the District for more information if interested in pursuing a water-wise development. The developer shall be responsible for ensuring the agreed upon landscape parameters for the development are in conformance with applicable municipal or county ordinances. The developer also shall be responsible for incorporation of the landscape requirements into any development documents such as CC&R's, such that homeowners within the development are fully aware of the requirements.
2. **UPDATED:** The property on which the Summerhill Lane is to be built has an existing secondary water allocation of 29.70 acre-feet. This allocation is comprised of pressurized and ditch water. The portion of ditch water (10.88 acre-feet) must be upgraded to pressurized irrigation water. Based on the proposed landscape area of the development, the current allocation of water on the property is 29.18 acre-feet per year for the proposed development. In order to address this 0.52 acre-feet/year over-allocation of water, you have two options. You must either (1) transfer the over-allocated water to other property that you own in an approved District secondary service area (if the District's policies regarding the transfer of water are met), or (2) cancel the over-allocated water. The reduction in the water allocation will

reduce the yearly assessments paid through property taxes every year for the water. Please contact Briant Jacobs in our office at bjacobs@weberbasin.com or 801.771.1677 to discuss how you would like to handle this over-allocation of water.

3. **UPDATED:** A petition to convert the ditch water to pressurized irrigation water is attached. It will need to be signed, notarized and returned to the District before connection to the secondary water system is allowed. Payment for the upgrade as well as the additional water fee for the first year's water assessments of **\$17,595.96** is due at the time the petition is submitted to the District. A petition for the required change in allocation is enclosed. Water assessments are periodically updated and subject to change. **Petitions must be submitted prior to a Notice to Proceed being issued.**
4. **UPDATED:** The following language shall be added to the final subdivision plat:

"For lots smaller than 0.25 acres, Weber Basin Water Conservancy District has allocated secondary water to parcels based on an anticipated Landscape Area (including the park strip) of no more than 64% of the gross parcel size and that 2/3 of the Landscape Area is planted in turf and 1/3 of the Landscape Area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off. Please contact the District for more information at 801-771-1677"

"For lots larger than 0.25 acres, Weber Basin Water Conservancy District has allocated secondary water to parcels based on an anticipated Hardscape Area of 0.09 acres and that 2/3 of the remaining Landscape Area is planted in turf and 1/3 of the Landscape Area is planted in low water use plants. Larger total landscape areas, higher percentage turf areas, inefficient design of irrigation system, or inefficient operation of irrigation system may result in homeowner incurring additional billing charges and/or secondary water service being shut off. Please contact the District for more information at 801-771-1677"

5. An engineering review of the secondary water system pipelines and appurtenances has been conducted by the District. The construction

drawings shall incorporate the District's standards and details (see attached). In general the following shall apply and be required:

- 5.1. A secondary water utility plan that is stamped by a professional engineer shall be submitted to the District for approval. The plan shall include the District's specifications and shall be approved by the District in writing. When construction is complete, an as-built record of the subdivision drawings shall be submitted to the District. The one-year warranty period will not begin until as-built drawings are received. General: All work pertaining to installation of the secondary water system shall meet the requirements as set forth in District's Pressurized Irrigation Construction Specifications and Drawings. A copy of the specifications is attached to this review letter for reference.
- 5.2. **UPDATED:** Notes 2-6 on Pages C3 and C3.1 may only pertain to Weber Basin Water Conservancy District and not for all utilities.
- 5.3. All lines shall be a minimum of 72-inches from the top back of curb (TBC) in the asphalt and shall have a minimum burial depth of 30-inches. Burial depths are not to exceed 72-inches.
- 5.4. **UPDATED:** On sheet C3.1 secondary water meters call outs state "per City standards;" this should be changed to "per WBWCD standards."
- 5.5. Secondary water lines shall be C900 DR-14 PVC.
- 5.6. The developer shall be responsible for locating the pipe at the point of connections to the existing system. The District shall be notified at least 48 hours prior to potholing of the lines.
- 5.7. Connection to the District's secondary water distribution system will take place in three locations; to the existing 6-inch lines in 725 West and 400 West, and to the existing 12-inch line in Main street.
- 5.8. **UPDATED:** The irrigation line in 725 West is currently on the west side of the road. From Page C3, it looks like the survey may have mistaken the existing 6-inch water as the District's 6-inch irrigation line. Please verify.
- 5.9. Secondary water lines in the new east-west road shall be 8-inch diameter, whereas the water lines connecting to the 725 West and 400 West may be 6-inch diameter. Water lines in the new north-south cul-de-sac shall be 6-inch diameter.

- 5.10. Hot-tapping the District's lines is NOT allowed. The connections shall be made during the irrigation off season (October 15 – April 1).
- 5.11. All branches of the secondary water lines will require a gate valve. Valves shall be located at the curb tangent point of each intersection. This keeps our operators out of the intersection while operating valves.
- 5.12. All fittings shall be class 350 ductile iron that is protected from corrosion by a three-part wax tape system. See attached corrosion specifications for details.
- 5.13. All water valve lids shall be stamped "irrigation". All concrete collars around the secondary water valve cover and lids shall be square shaped.
- 5.14. All secondary service connections shall be constructed in accordance with the District's 1-inch Secondary Water Service Connection with Meter detail. This detail has been enclosed for reference.
- 5.15. Drains shall be 4-inch and shall be installed at all low points in the system. Gravity drains shall be installed when the storm drain is lower in elevation than the secondary water line. Pump drains shall be installed when the storm drain is higher in elevation than the secondary water line. The District's 4-inch drain and gravity drain details have been enclosed for reference.
- 5.16. Combination air-vacuum valves shall be installed at all high points in the system. The District's 2-inch combination air-vac detail has been enclosed for reference.
- 5.17. A 2-inch blow-off shall be installed at all dead-ends, including cul-de-sacs. The District's blow-off detail has been enclosed for reference.
- 5.18. Updated drawings that address the comments in this letter must be submitted to the District. If the updated plans address all issues and meet the standards and specifications of the District, including but not limited to the general standards and specifications of the District and those specifications outline in this letter, a Final Plan Approval Letter will be sent. **The pre-construction meeting shall not be scheduled prior to receiving the Final Plan Approval Letter.**

- 5.19. The District shall be present at the pre-construction meeting that shall be held prior to installation of the secondary water system.
- 5.20. At the conclusion of the pre-construction meeting, if all outstanding issues are resolved and other requirements are met, to the satisfaction of the District, the District will issue a Notice to Proceed document. **No construction on the secondary system shall begin until the Notice to Proceed is issued.**
- 5.21. Following Installation, the system shall be pressure tested to 200 psi for a minimum of two (2) hours.
6. **UPDATED:** An engineering and inspection fee of **\$29,980** (\$730.00 engineering review fee + \$450.00 inspection fee per connection) is due for the development. The District's Inspector must be present during installation and shall be scheduled at least 48 hours in advance.
7. **UPDATED:** A bonding fee of **\$32,500.00** is due for the development. The bond will be released once the following have occurred:
 - 7.1. The secondary system has been installed to meet the District's standards and specifications.
 - 7.2. As-built drawings for the system have been received.
 - 7.3. The system has passed the pressure test and has been signed off on by the District's Inspector, at which time the one-year warranty period will begin (assuming as-built drawings have already been received and accepted);
 - 7.4. The one-year warranty period has concluded and the system passes a Takeover Inspection by the District's Inspector.
8. A Subdivision Takeover Agreement, in a form acceptable to the District, will need to be signed, notarized and returned to the District before connection to our system is allowed. A Takeover Agreement for the subdivision has been enclosed.
9. Please note that prior to any secondary water being utilized on lots within this development the lot owners will need to activate a secondary service account with the District. Tags will be placed on both the user and District valves informing individuals of this requirement. The future end-user can activate their secondary service and set up an account by visiting setup.weberbasin.com and providing the required information. Upon completion of the account setup the District will complete the service connection by installing a meter and

radio. This process may take up to 10 business days after completion of the account setup by the future end-user.

10. All fees, specifications and details referenced in this review letter are subject to periodic changes by the District; therefore, should the referenced secondary connections associated with the Summerhill Lane not be completed to the District's current standards during the off season of this current calendar year, the connections will be subject to any updated fees and specifications that the District may implement.

If you have any questions, please contact Briant Jacobs of our office.

Sincerely,



Scott W. Paxman, PE
Assistant General Manager/CTO

SWP/BJ/dh

Enclosures



Date: 5/11/2021

**RE: Summerhill Lane Subdivision
Centerville, UT**

To Whom it May Concern,

Recently you approached Lumen about providing a “will serve” for your new **Summerhill Lane Subdivision in Centerville, Utah**. Lumen appreciates the opportunity to provide you with your future communication needs. In response to the request for a commitment to serve, Lumen will work to determine what the needs will be. Upon such determination, Lumen will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point, and given the prevailing Terms and Conditions of the Price List, that Lumen will make a determination whether it can or cannot provide service.

As you may or may not know, many of the telecommunications services provided by Lumen are regulated and the service you request will be provided for under the prevailing Terms and Conditions of the Price List and posted on our Lumen web site.

If there are any further questions, or if I can be of any help, please do not hesitate to call me on 801-690-2777. The CenturyLink Engineer will work with you on the requirements.

Sincerely,

Matt Ivester

Sr. Network Implementation Engineer

Tel: 801-626-5401

Matt.Ivester@lumen.com



September 10, 2021

To whom it may Concern,

This letter is to verify that Comcast service is available to Summerhill Lane Subdivision located at approximately Summerhill Ln and Main Street in Centerville, UT. Comcast will generally provide all materials and labor to provide broadband services from the property line to the point of service, in a trench provided by the property owner.

The cost of installation, construction and provision of cable service will be part of the contract negotiations with the Owner of the Property or a designated representative. **This letter is not to be considered a contract or guarantee of service.** Furthermore, all permits, licenses and rights of access must be provided by the Owner prior to any provision of services.

Please be advised that we require a minimum of 90 days for project approvals and construction after we receive a signed contract if this is a private development.

Please contact Elysia Valdez at 801-401-3017 or JointTrench_Utah@comcast.com before opening utility trenches.

We look forward to working with you on this Project; please feel free to contact me with any questions or concerns.

Sincerely,

Luke Baxter
Comcast Cable
Luke_Baxter@Cable.Comcast.com
801 401-2516 office
9602 S 300 W
Sandy, Utah 84070

Dominion Energy Utah Dominion Energy Wyoming Dominion Energy Idaho
1140 West 200 South , Salt Lake City, UT 84104
Mailing Address:
P.O. Box 45360, Salt Lake City, UT 84145-0360
DominionEnergy.com



To Whom It May Concern:

Re: Natural Gas Service Availability

Project: _____

Natural gas can be made available to serve this project when the following requirements are met:

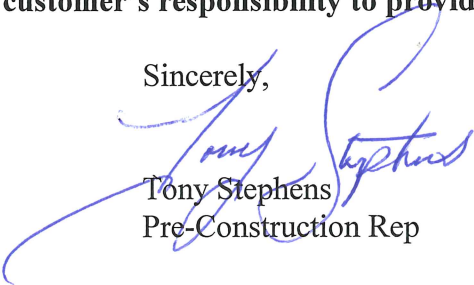
1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, home, building), and provide minimum utility clearances and setbacks.
2. Review and analysis by Dominion Energy Engineering and/or Preconstruction Department to determine load requirements, system reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy review of the developments natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance, but may qualify for credits or refunds, as provided in Dominion Energy tariff.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Please note: Gas Main location needs to be a minimum of 10' away from structure and 3' from other utilities. It is the customer's responsibility to provide adequate clearances.

Sincerely,


Tony Stephens
Pre-Construction Rep



Centerville City

Community Development Department
655 North 1250 West, Centerville, UT 84014
Phone: 801.292.8232
d Wilkinson@centervilleut.com

UTILITY PROVIDER REVIEW SHEET

We have recommended that utility providers review and comment on development proposals in Centerville City. **Please review the submitted plan(s), answer the questions below, and email to dwilkinson@centervilleut.com**

P oject	Summerhill Lane		
Project Address	Approximately: 2145 N 400 W, Centerville Utah		
Applic nt	Symphony Homes (Jared Schmidt)		
Applica t Email	jschmidt@symphonyhomes.com		
Applica t Phone	801-915-3222		
Reviewed By	Casey T. Vorwaller	Title	Fire Marshal
Email	cvorwaller@sdmetrofire.org	Phone	801-677-2407
Agency/Utility Co.	South Davis Metro Fire	Date	5/12/2021

Casey T. Vorwaller

Question 1

- We can provide service for this project? Y or N **YES**
- We will require additional and/or different configuration of easements? Y or N **NO**
If yes, please detail on the plan(s)

Question 2

- Any special onsite or offsite requirements for this project? Y or N **NO**
List here:

Question 3

- Are there fees required from the developer before utility company improvements can be installed? Y or N **NO**

Additional comments regarding this project that the City may need to know:

Questions regarding this form, contact Community Development Department 801.292.8232;
Randy Randal, Public Works 801.677.6099 or Kevin Campbell, City Engineer 801.263.1752

THANK YOU!



Centerville City

Community Development Department
655 North 1250 West, Centerville, UT 84014
Phone: 801.292.8232
dwilkinson@centervilleut.com

UTILITY PROVIDER REVIEW SHEET

We have recommended that utility providers review and comment on development proposals in Centerville City. **Please review the submitted plan(s), answer the questions below, and email to dwilkinson@centervilleut.com**

Project	Summerhill Lane		
Project Address	Appx 2000 N Main Street, Centerville, Utah		
Applicant	Symphony Homes		
Applicant Email	jschmidt@symphonyhomes.com		
Applicant Phone	801.298.8555 - 801.915.3222		
Reviewed By	Ian Barker	Title	Estimator
Email	ian.barker@rockymountainpower.net	Phone	801.220.7297
Agency/Utility Co.	Rocky Mountain Power	Date	May 12, 2021

Question 1

- We can provide service for this project? ☒ Y or N
- We will require additional and/or different configuration of easements? ☒ Y or N
If yes, please detail on the plan(s)

Development will need to have standard PUE. (10' along frontage, 5' along side yards, and potentially other easements as required)

Question 2

- Any special onsite or offsite requirements for this project? Y or ☒ N
List here:

Customer may be required to connect to existing facilities on adjacent properties (this is standard practice)

Question 3

- Are there fees required from the developer before utility company improvements can be installed? ☒ Y or N

Additional comments regarding this project that the City may need to know:

Rocky Mountain Power will serve this property in accordance with Rule 12, filed with the state of Utah; and has no objection.

Questions regarding this form, contact Community Development Department 801.292.8232;
Randy Randall, Public Works 801.677.6099 or Kevin Campbell, City Engineer 801.263.1752

THANK YOU!



Centerville City

Community Development Department
655 North 1250 West, Centerville, UT 84014
Phone: 801.292.8232
dwilkinson@centervilleut.com

UTILITY PROVIDER REVIEW SHEET

We have recommended that utility providers review and comment on development proposals in Centerville City. Please review the submitted plan(s), answer the questions below, and email to dwilkinson@centervilleut.com

Project	Summerhill Lane Subdivision		
Project Address	2145 N 400 W (between Main St & Frontage Rd)		
Applicant	Jared Schmidt / Symphony Homes		
Applicant Email	jschmidt@symphonyhomes.com		
Applicant Phone	801.915.3222		
Reviewed By	Dal D Wayment PE	Title	General Manager
Email	dwayment@sdsd.us	Phone	801.295.3469
Agency/Utility Co.	South Davis Sewer District	Date	05/11/2021

Question 1

- We can provide service for this project? ☒ Y or N
- We will require additional and/or different configuration of easements? ☒ Y or N
If yes, please detail on the plan(s) Sanitary sewer easement on lot 132 to provide sewer lateral for lot 133.

Question 2

- Any special onsite or offsite requirements for this project? Y or ☒ N
List here:

Question 3

- Are there fees required from the developer before utility company improvements can be installed? ☒ Y or N

Additional comments regarding this project that the City may need to know:

Questions regarding this form, contact Community Development Department 801.292.8232;
Randy Randall, Public Works 801.677.6099 or Kevin Campbell, City Engineer 801.263.1752

THANK YOU!



SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

State of Utah Department of Commerce

OFFICE OF THE PROPERTY RIGHTS OMBUDSMAN

MARGARET W. BUSSE
Executive Director

JORDAN S. CULLIMORE
Division Director, Office of the Property Rights Ombudsman

September 28, 2021

Spencer Packer
581 Valley Drive
Centerville, Utah 84014

via email

Robert C. Keller
Snow Christensen & Martineau
10 Exchange Place, 11th Floor
Salt Lake City, Utah 84111
Attorney for the City of Centerville

via email

Kevin E. Anderson
Melvin E. Smith
Anderson Call & Wilkinson
110 South Regent St., Suite 200
Salt Lake City, Utah 84111
Attorneys for Symphony Homes

via email

RE: Advisory Opinion Request – Spencer Packer / City of Centerville

All:

The Office of the Property Rights Ombudsman (“Office”) has reviewed the respective submissions of Centerville City and Symphony Homes in the above-referenced matter. These parties have briefed the issue of jurisdiction and ask the Office to make a threshold determination of its ability to issue an advisory opinion, while reserving response to the substantive issues in the request. This letter serves as the Office’s conclusions on its jurisdiction in this matter, without reaching the merits of the request. As explained below, we conclude that while some aspect of the issues may be moot, our Office nevertheless has jurisdiction to opine on the substantive issues of the request.

Symphony Homes is a land use applicant proposing the “Summerhill Lane” subdivision in Centerville. Mr. Packer owns an adjoining landlocked¹ parcel and claims to have an easement over the Symphony Homes property to provide access to his property.

¹ Use of the term “landlocked” is not a conclusion as to whether or not the property has some form of legal right for access, rather, it is merely “an expression applied to a piece of land belonging to one person and surrounded by land belonging to other persons, so that it cannot be approached except over their land. Access to such land will normally be via an easement from surrounding landowner.” BLACK’S LAW DICTIONARY, 878 (6th ed.).

Prior to submitting his advisory opinion request, Mr. Packer appealed the City's decision approving preliminary plat approval of the Summerhill Lane subdivision to the City's Board of Adjustments. At the time of his advisory opinion request, Mr. Packer had asked to suspend his appeal hearing on the understanding that Symphony Homes planned to submit an amended preliminary plat in response to some of the issues raised by Mr. Packer's appeal. Shortly after submitting his request, the City received an amended plat from Symphony Homes, and Mr. Packer did, in fact, withdraw his appeal. The City and Symphony homes both argue that because Mr. Packer withdrew his appeal of the preliminary plat approval, his entire request for an advisory opinion is moot. We disagree.

The relevant² advisory opinion topics selected in Mr. Packer's request include (1) whether Symphony Homes, as a land use applicant, "is entitled to approval of a land use application because the application conforms to the local land use maps, zoning maps, and land use ordinances," and (2) whether the City "is complying with the mandatory provisions of applicable land use ordinances."³

The impetus for Mr. Packer's request was clearly the City's decision approving the preliminary subdivision plat, a challenge to which speaks to the first topic, or whether the City "is complying with the mandatory provisions" of its ordinances. However, the information in the request makes clear that, overall, Mr. Packer is ultimately requesting an opinion as to whether the subdivision is entitled to approval, by "conform[ing] to the requirements of the applicable land use regulations, land use decisions, and development standards."⁴

The Property Rights Ombudsman Act provides that a request for an advisory opinion may be filed "at any time before . . . a final decision on a land use application by a local appeal authority."⁵ Here, the relevant land use application is Symphony's request for subdivision approval, in which preliminary plat approval is just one decision required as part of the overall approval of the application. The applicant must also obtain final plat approval before it may proceed with the land use proposed in the application. Centerville City ordinances provide that "[p]reliminary plat approval shall expire and have no further force or effect" without a timely final plat approval.⁶

Mr. Packer contends that his withdrawal of his appeal of the preliminary plat approval does not resolve his underlying concerns with the proposed subdivision's impact on his alleged easement or access rights, and he asserts that he maintains an ability to challenge the development's compliance with applicable city ordinances at the stage of final plat approval.

Regarding final plat approval, Centerville City ordinances state as follows:

² Mr. Packer also selected "conditions and exactions on development," which does not appear relevant to this request. The "conditions and exactions" topic addresses whether conditions imposed on a development approval violate the applicant's constitutional rights. *See* UTAH CODE ANN. § 10-9a-508.

³ These two topics reference separate provisions both found in Section 10-9a-509 of Utah's Land Use Development and Management Act, *see* UTAH CODE ANN. § 10-9a-509, subsections (1)(a)(ii) and (2), which may be a topic for an advisory opinion. *See* UTAH CODE ANN. § 13-43-205(1)(a)(i).

⁴ UTAH CODE ANN. § 10-9a-509(1)(a)(ii).

⁵ UTAH CODE ANN. § 13-43-205(1)(b)(i).

⁶ CENTERVILLE MUNICIPAL CODE § 15.03.050.

The purpose of the final plat is to require formal approval by the Planning Commission and City Council before a subdivision plat is finalized and recorded in the office of the Davis County Recorder and to ensure compliance of the subdivision with applicable ordinances. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this Title. The final plat and construction plans submitted shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure.⁷

So as to the first topic, we agree with the City and Symphony Homes that by withdrawing his appeal to preliminary plat approval, Mr. Packer no longer has the ability to request our opinion as to whether the City complied with the mandatory provisions of its ordinances in making that specific decision. As to the second topic, however, it is our opinion that as final plat approval is required for the land use application, our Office has jurisdiction to author an advisory opinion as to whether the application “conforms to the requirements of the applicable land use regulations, land use decisions, and development standards” in consideration of final plat approval.⁸

With that in mind, we encourage any further submissions of the parties addressing the content of Mr. Packer’s request—not from the perspective of whether the action already taken by the City was proper, but as to whether Symphony Homes’ subdivision application, as presently submitted, is entitled to final plat approval under the City’s ordinances and applicable development standards.

If you have any questions or would like to discuss this matter further, please call me anytime.



Richard B. Plehn
Attorney
Office of the Property Rights Ombudsman

cc (via email): Lisa G. Romney, Esq.

⁷ CENTERVILLE MUNICIPAL CODE § 15.04.010.

⁸ Even though no land use decision for final plat approval has been made by the City, we have traditionally viewed our jurisdiction to receive a request for an advisory opinion “at any time before a final decision on an application” to mean that we can opine on a matter even before a land use decision has been made, so long as there is sufficient information to make the determination. Here, a subdivision application has been submitted, and a preliminary plat has been approved. There is enough information to determine whether the proposed subdivision is entitled to final plat approval as compliant with the City’s land use ordinances.

AMERICAN LAND TITLE ASSOCIATION Commitment for Title Insurance

Issued by North American Title Insurance Company

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, North American Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

NORTH AMERICAN TITLE INSURANCE COMPANY

BY


Emilio Fernandez, **PRESIDENT**

ATTEST


Valerie Jahn-Grandin, **SECRETARY**



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Transaction Identification Data for reference only:

Issuing Agent: North American Title, LLC
Issuing Office: 290 South Main Street, Bountiful, UT 84010
ALTA Universal ID:
Loan ID No.:
Commitment No.: 40902-21-14049
Issuing Office File No.: 40902-21-14049
Property Address: Centerville, UT 84014
Revision No.: 9th Amendment

1. Commitment Date: October 8, 2021 at 08:00 AM

2. Policy to be issued:

A. Loan Policy (ALTA Extended Loan Policy (6/17/06))
Proposed Insured: **A natural person or legal entity to be determined** **\$0.00**
Premium: **\$0.00**

Endorsements to be issued:

Loan Policy - ALTA Endorsement 8.1 (Environmental Protection Lien) **\$25.00**
Loan Policy - 100-06 (Restrictions, Encroachments & Minerals) **\$25.00**
Loan Policy - 116 (Designation Of Improvements, Address) **\$10.00**

3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land at the date of this Commitment vested in:
Summerhill Lane LLC

5. The estate herein described upon issuance of the Policy shall be held as follows:
Summerhill Lane LLC

6. The Land is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

This page is only a part of a 2016 ALTA Commitment for Title Insurance issued by North American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions. and a counter-signature by the Company or its issuing agent that may be in electronic form.

NORTH AMERICAN TITLE, LLC, as
issuing agent for

NORTH AMERICAN TITLE INSURANCE COMPANY

By: 
Authorized Officer or Agent

SCHEDULE B-I
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 40902-21-14049 Revision No.: 9th Amendment
Commitment No.: 40902-21-14049

Requirements

All of the following Requirements must be met:

1. Pay the full consideration to, or for the account of, the grantors or mortgagors.
2. Pay all taxes, charges and assessments levied and assessed against the subject premises, which are due and payable.
3. Satisfactory documentation evidencing that improvements and/or repairs or alterations thereto are completed, that contractor, sub-contractor, labor and materialmen are all paid, and have released of record all liens or notice of intent to perfect a lien for labor or material.
4. Pay all premiums, fees and charges for this report, and any policy issued hereunder.
5. Provide the Company, in writing, with instructions as to the full nature of the transaction, including but not limited to: Names of any party not referred to in this Commitment who will receive an interest in the Land, or who will be named as a proposed insured (Owner and/or Lender) and amounts (Owners and/or Lenders) of policies to be issued. Additional requirements or exceptions may then be made.
6. Furnish the Company with a copy of the Articles of Organization of Summerhill Lane LLC, bearing the filing stamp of the appropriate state office from the state of the organization. Also, furnish a copy of the executed Operating Agreement and any amendments thereto, or equivalent which contains the identity of all members of said organization.
7. Furnish the Company with a copy of the Articles of Organization of SDC Investments LLC, bearing the filing stamp of the appropriate state office from the state of the organization. Also, furnish a copy of the executed Operating Agreement and any amendments thereto, or equivalent which contains the identity of all members of said organization.
8. Furnish the Company with a copy of the Articles of Incorporation of Symphony Development Corp. and a Resolution executed by the Board of Directors authorizing this transaction.
9. Prior to funding and/or recording of the executed documents for this transaction, an inspection of the subject property is required for the purpose of determining the construction status of the project. Further requirements or exceptions may then be made.

It will be necessary to have an Indemnity Agreement by the owner/builder, contractor, sub-contractor, labor and materialmen turned in to the Company before closing, recordation or a policy of title can be issued under this commitment.

10. Issuance of Endorsement Forms 100 and 116 contemplate the existence of existing improvements located upon the subject property. Without such improvements being in existence at the date of the policy, no commitment can be made for the said endorsements until said improvements are completed.

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Schedule B-I – Requirements - ALTA® Commitment for Title Insurance (8/1/16)
Form: C.GU.1002

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SCHEDULE B-I

(Continued)

11. Certificate of Completion for the improvement to be located on the subject property delivery to the Company at which time the 116 Endorsement will be issued.
12. Deed of Trust or other approved security instrument, executed by the appropriate parties.

SCHEDULE B-II
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Issuing Office File No.: 40902-21-14049 Revision No.: 9th Amendment
Commitment No.: 40902-21-14049

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency, which may result in taxes or assessments, or notices of proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
Form: C.GU.1006.

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SCHEDULE B-II

(Continued)

9. Taxes for the year 2021 are now a lien, but not yet due.
- 2020 taxes paid \$2,584.57 under Tax ID No. 07-072-0034
- 2020 taxes paid \$3,867.75 under Tax ID No. 07-072-0132
- 2020 taxes paid \$5,372.97 under Tax ID No. 07-072-0160
- 2020 taxes paid \$1,268.27 under Tax ID No. 07-072-0161
- 2020 taxes paid \$14,535.57 under Tax ID No. 07-072-0175
- 2020 taxes paid, with other property, in the amount of \$4,294.58 under Parent Tax ID No. 07-072-0165 for current Tax ID No. 07-072-0188
- 2020 taxes paid, with other property, in the amount of \$2,486.55 under Parent Tax ID No. 07-072-0005 for current Tax ID No. 07-072-0189
10. Said property is located within the boundaries of Weber Basin Water Conservancy District, Mosquito Abatement District, South Davis Sewer Improvement District and Centerville City, and is subject to the charges and assessments levied thereunder.
11. Resolution No. 2004-212 establishing and organizing the South Davis Recreation Special Service District, and prescribing and setting forth other details and matters in connection therewith, recorded September 14, 2004, as Entry No. 2017602, in Book 3623, Page 1144, records of Davis County, Utah.
12. The terms and conditions of that certain Certificate of Creation, creating and establishing the South Davis Metro Fire Service Area, and any future charges and assessments that may be levied thereunder, recorded December 23, 2015, as Entry No. 2911949, in Book 6419, Page 53, of Official Records.
13. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.
14. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
15. PUBLIC SIDEWALK AND SLOPE EASEMENT:
Grantee: Centerville City, a municipal corporation of the State of Utah
Recorded: July 30, 2015
Entry No.: 2883786
Book/Page: 6319/1048

(-0175)

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SCHEDULE B-II

(Continued)

16. The Right, Title and Interest of Summerhill Lane LLC as disclosed by Special Warranty Deed, dated March 30, 2020, and recorded April 2, 2020, as Entry No. 3239163, in Book 7483, at Page 320, of Official Records.

(-0161)

Note: at the time of execution and recording, the "Grantor" had NO interest in the property.

17. Any and all unrecorded rights or claims in the subject property of which notice is given by virtue of that certain Survey of Summerhill Lane prepared by Focus Engineering and Surveying, LLC, having been certified under the date of January 1, 2021, by Focus Engineering and Surveying, LLC, a Registered Land Surveyor.
18. Mechanics or materialmen's liens, if any, which do not appear of record.
19. The rights of parties in possession of subject property under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder.
20. NOTICE OF INTEREST
Claimant: Spencer Packer and Pamela Packer
Reason: The easement property is appurtenant, attached to, and runs with the land owned by the Packers.
Recorded: March 30, 2021
Entry No.: 3365360
Book/Page: 7727/2144
21. EASEMENT
Recorded: July 1, 2021
Entry No.: 3396336
Book/Page: 7793/1780
22. BOUNDARY LINE AGREEMENT
Recorded: July 13, 2021
Entry No.: 3399145
Book/Page: 7800/342

Be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department for further review prior to close.

NOTE: Judgments were checked as to Summerhill Lane LLC and no unsatisfied judgments were found.

Note: The records of the State of Utah report that the following named persons are Officers of Summerhill Lane LLC as shown from the latest annual reports filed therewith.

Registered Agent: Robert C Miller

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Schedule B-II – Exceptions - ALTA® Commitment for Title Insurance (8/1/16)
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SCHEDULE B-II

(Continued)

NOTE: Judgments were checked as to SDC Investments, LLC and no unsatisfied judgments were found.

Note: The records of the State of Utah report that the following named persons are Officers of SDC Investments, LLC as shown from the latest annual reports filed therewith.

Registered Agent: Robert C Miller

NOTE: Judgments were checked as to Symphony Development, Corporation and no unsatisfied judgments were found.

Note: The records of the State of Utah report that the following named persons are Officers of Symphony Development, Corporation as shown from the latest annual reports filed therewith.

Registered Agent: Robert C Miller

Please direct any escrow questions to your Escrow Officer: Kaye Cazier at 801-296-2880 @ 290 South Main Street, Bountiful, UT 84010

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EXHIBIT "A"

Legal Description

Issuing Office File No.: 40902-21-14049 Revision No.: 9th Amendment
Commitment No.: 40902-21-14049

A tract of land situate in the Southwest Quarter of Section 31, Township 3 North, Range 1 East, Salt Lake Base & Meridian, comprised of all of six (6) parcels identified by Davis County Tax ID Numbers 07-072-0034, 07-072-0132, 07-072-0160, 07-072-0161, 07-072-0188, 07-072-0189 and a part of 07-072-0175, located in Centerville City, Davis County, Utah, being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Main Street (SR-106) as established by UDOT Project No. S-0116(1), located S01°03'04"E 412.51 feet along the Section line and S88°56'56"W 147.88 feet from the Center 1/4 Corner of Section 31, T3N, R1E, SLB&M (Basis of Bearing: N0°15'20"E along the 1/4 Section line between the Center 1/4 Corner and the North 1/4 Corner of Section 31, T3N, R1E, SLB&M); thence southerly along said right-of-way line the following two (2) courses: (1) S12°38'06"E 12.55 feet; thence (2) along the arc of a non-tangent curve to the left having a radius of 5,762.65 feet (radius bears: N77°21'22"E) a distance of 437.49 feet through a central angle of 04°20'59" Chord: S14°49'07"E 437.39 feet; thence to and along the northerly line of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 338654 in Book 7770 at Page 390, N89°45'38"W 750.06 feet to the easterly line of that Real Property identified by Davis County Tax ID No. 07-072-0195, the boundary of which was determined by Survey No. 5493 on file in the Office of the Davis County Surveyor; thence along said boundary N01°02'54"E 47.91 feet; thence N89°42'24"W 358.00 feet to the westerly line of said as-surveyed boundary; thence along said as-surveyed boundary the following two (2) courses: (1) N09°48'11"W 71.09 feet; thence (2) N89°42'24"W 55.68 feet to an easterly line of LEXINGTON PARK SUBDIVISION PHASE 4, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1649844 in Book 2776 at Page 547; thence along said plat the following five (5) courses: (1) N12°28'19"W 34.03 feet; thence (2) S77°31'41"W 100.00 feet; thence (3) S45°52'13"W 70.49 feet; thence (4) S77°31'41"W 105.00 feet; thence (5) S12°28'16"E 161.93 feet to the northerly line of LEXINGTON PARK SUBDIVISION PHASE 3, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 1490619 in Book 2454 at Page 223; thence along said plat the following two (2) courses: (1) N89°32'27"W 392.27 feet; thence (2) N89°51'45"W 402.23 feet to the southeasterly corner of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 3396335 in Book 7793 at Page 1778; thence along said deed N01°48'53"E 432.14 feet to a south boundary line as determined by a Boundary Line Agreement recorded in the Office of the Davis County Recorder as Entry No. 3399145 in Book 7800 at Page 342; thence along said boundary line agreement S89°46'49"E 392.09 feet to a southwesterly corner of that Real Property described by Warranty Deed recorded in the Office of the Davis County Recorder as Entry No. 1347577 in Book 2176 at Page 915; thence along said deed the following two (2) courses: (1) S89°51'23"E 497.27 feet; thence (2) N12°59'38"W 1.00 feet to a point on the northerly line of that Real Property as described by Warranty Deed recorded in the office of the Davis County Recorder as Entry No. 3339248 in Book 7681 at Page 363; thence along said deed S89°45'54"E 723.67 feet to a westerly line of CUTLER SUBDIVISION PHASE 5, according to the Official Plat thereof on file in the Office of the Davis County Recorder as Entry No. 2571788 in Book 5165 at Page 1697; thence along said plat the following four (4) courses: (1) S00°01'43"W 2.88 feet; thence (2) N89°14'56"E 192.21 feet; thence (3) N00°45'01"W 100.54 feet; thence (4) N89°15'01"E 21.25 feet to the westerly corner of that Real Property as described by an Affidavit to Correct recorded in the office of the Davis County Recorder as Entry No. 3308781 in Book 7625 at Page 2929; thence along said deed S89°36'24"E 239.38 feet to the point of beginning.

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Exhibit A - ALTA® Commitment for Title Insurance (8/1/16)
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Exhibit "A"



The Doma Family of Companies

FACTS	WHAT DOES THE DOMA FAMILY OF COMPANIES DO WITH YOUR PERSONAL INFORMATION?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Transaction history and payment history • Purchase history and account balances		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons the Doma Family of Companies chooses to share, and whether you can limit this sharing.		
Reasons we can share your personal information		Does Doma share?	Can you limit this sharing?
For our everyday business purposes Such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes To offer our products and services to you		Yes	No
For joint marketing with other financial companies		No	We don't share
For our affiliates' everyday business purposes Information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes Information about your creditworthiness		No	We don't share
For our affiliates to market to you		No	We don't share
For nonaffiliates to market to you		No	We don't share
Questions?	Call 1 (855) 306-0237		

Other important information

*California Residents – Effective January 1, 2020, the California Consumer Privacy Act allows California residents, upon a verifiable consumer request, to request that a business that collects consumers' personal information give consumers access, in a portable and (if technically feasible) readily usable form, to the specific pieces and categories of personal information that the business has collected about the consumer, the categories of sources for that information, the business or commercial purposes for collecting the information, and the categories of third parties with which the information was shared. California residents also have the right to submit a request for deletion of information under certain circumstances. If a business does not produce the information or delete the consumer's personal information as requested, it must provide an explanation in terms of the exemptions and exceptions provided under the CCPA. To contact us with questions about our compliance with the CCPA, call 1 (650) 419-3827 or email info@statestitle.com.

SCHEDULE B-II (Continued)

Page 2

Who we are	
Who is providing this notice?	The Doma Family of Companies (identified below), which offers title insurance and settlement services.
What we do	
How does Doma protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secure files and buildings.
How does Doma collect my personal information?	We collect your personal information, for example, when you • Apply for insurance; • Apply for financing; • Give us your contact information • Provide your mortgage information • Show your government-issued ID We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account – unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • Nonaffiliates we share with can include collection agencies, IT service providers, companies that perform marketing services on our behalf, and consumer reporting agencies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Doma doesn't jointly market.

The Doma Family of Companies consists of the following entities:

Doma Holdings, Inc.
Doma Insurance Agency, Inc.
Doma Insurance Agency of Colorado, Inc.
Doma Insurance Agency of Florida, Inc.
Doma Insurance Agency of Illinois, Inc.

NASSA LLC
North American Asset Development, LLC
North American Services, LLC
North American Title Insurance Company
North American Title Agency, Inc.

SCHEDULE B-II

(Continued)

Doma Insurance Agency of Indiana, LLC
Doma Insurance Agency of Minnesota, Inc.
Doma Title Agency of Nevada, Inc.
Doma Insurance Agency of New Jersey, Inc.
Doma Insurance Agency of Texas, Inc.
Doma Insurance Agency of Utah, LLC
Doma Title Insurance, Inc.
Doma Trustee Services, LLC

North American Title Company
North American Title Company, Inc.
Spear Agency Acquisition Inc.
States Title Agency, Inc.
States Title, LLC
Title Agency Holdco, LLC

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

Referring Party: North American Title Company, North American Title Company, Inc., North American Title Company of Colorado, North American Title, LLC, North American Title Agency, Inc., or North American Title Company, LLC, as applicable ("NAT")

This is to give notice that NAT has a business relationship with North American Title Insurance Company ("NATIC"). NAT and NATIC, directly or indirectly, are wholly owned subsidiaries of States Title Holding, Inc. Because of this relationship, this referral of services may provide NAT a financial or other benefit.

Set forth below are the estimated charges or range of charges for the settlement services provided by NATIC. You are NOT required to use NATIC as a condition for closing your transaction.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Title Insurance Fees

NAT provides closing services and title insurance through numerous title insurance underwriters, one of which is NATIC. If NATIC is selected as the title insurer, the following fees apply:

10% - 40% of costs for lender's and/or owner's title insurance, as applicable, depending on the property state, and as shown on the Loan Estimate and/or Closing Disclosure provided by your lender.

Contact your local NAT representative for a more detailed title insurance quote based on your specific transaction.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that NAT is referring me/us to purchase the above-described settlement service and may receive a financial or other benefit as the result of this referral.

Customer Signature Date

CENTERVILLE

Staff Backup Report

10/27/2021

Item No. 2.

Short Title: ADMINISTRATIVE DECISION - Final Site Plan - The Pastures Phase 3

Initiated By: Craig Salmon, Salmon HVAC

Staff Representative: Mackenzie Wood, City Planner

SUBJECT

Review Phase 3 Final Site Plan for a third commercial building at approximately 1230 N 1300 W. Final Site Plan after Conceptual Site Plan approval on April 28, 2021.

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ❑ 10-27-21 PC Staff Report The Pastures
- ❑ 09-21-2021 The Pastures Updated Civil Plans
- ❑ The Pastures Current Title Report September 2021
- ❑ 4-28-21 PC Minutes The Pastures
- ❑ 04-28-2021 PC Staff Report Conceptual Site Plan Pasture Phase 3
- ❑ The Pasture - Phase 3 Civil Plans
- ❑ 04-25-12 PC Pastures Final Site Plan
- ❑ 04-25-12 PC Minutes
- ❑ 04-09-14 PC Pastures Final Site Plan
- ❑ 04-09-14 PC Minutes
- ❑ 02-11-15 PC Pastures Amended Site Plan
- ❑ 02-11-15 PC Minutes
- ❑ 03-11-15 PC Pastures Amended Site Plan
- ❑ 03-11-15 PC Minutes
- ❑ 07-13-2011 Army Corps of Engineers Letter

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801)292-8232**

**STAFF REPORT
AGENDA: ITEM 2**

PROPERTY OWNER: SALMON HVAC

APPLICANT: SALMON HVAC
c/o CRAIG & TROY SALMON
1230 N 1300 W SUITE 6
CENTERVILLE, UT 84014
(csalmon at salmonhvac dot com)

PROPERTY LOCATION: 1230 N 1300 W

PARCEL SIZE: 5.05 ACRES

ZONING DISTRICT: SHORELANDS COMMERCE PARK

APPLICATION: FINAL SITE PLAN

BACKGROUND

The applicants have submitted plans to build out the third phase of development. They received Planning Commission on April 28, 2021 (see attachment on Novus Agenda) with the following directives:

1. Provide Army Corps of Engineers letter for mitigation of wetlands on parcel 06-003-0055.
2. Provide a lighting plan addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and addressing the expected illumination levels within, at, and beyond the property lines.
3. Submit an irrigation plan depicting how the different types of plantings will be irrigated and maintained.
4. Provide landscaping materials and design consistent with landscape approval and design book submittal of April 25, 2012.

5. All building colors and materials used within the Pasture's project shall comply with CZC
6. 12.68.300, Shorelands Color Palette.

Staff Response: The applicant has resent the Army Corps of Engineers letter that is dated July 13, 2011 and not a verification of whether the wetland will be impacted by the purchase of parcel 06-003-0055. The applicants have provided a lighting plan addressing illumination levels. Irrigation plans have not been provided, the applicant has indicated there will be no irrigation. However, temporary plans need to be in place to ensure the success of the required plantings. The applicant has indicated the buildings will follow the accepted 2012 Shorelands Commerce Park approvals.

CODE REQUIREMENTS

Conformance to Conceptual Site Plan

The provided submittal conforms to the accepted Conceptual Site Plan of April 28, 2021.

Lighting

A photometric site lighting plan has been provided (see page E1.0B), indicating that the light will not affect areas beyond the site in the Shorelands Commerce Park.

Parking

In the Conceptual Application, the applicant and Staff reviewed parking based on Warehouse and Office uses. However, with further investigation, the use list of the site varies from the proposed uses in the application. Staff has reviewed the current uses and their required off-street parking counts and finds that there is a wide discrepancy between approved uses and actual uses, approved parking and required parking (CZC 12.52). Staff reviewed the uses listed on the Centerville Business Licenses of each of the tenants. The following table lists parking counts required per current tenant. Page AS100 of the application details the applicant's parking tabulation which breaks up the tenant spaces into multiple uses. The highest requirement is for Personal Instruction Services, which requires half a stall per person at the maximum allowable occupancy plus one stall per employee.

Building	Ste.	Tenant	Use**	Code	Required
1	1	Trugolf, Inc. *5,051 square feet	Retail, Specialty	1 per 250 gross	20.2
	2	Logo Concepts *6,141	Retail, Specialty	1 per 250 gross	24.6
	3	Apex Screening *4,495	Printing, General	1 per 250 square feet of retail or office + 1 per 500 sqft of additional	2.2+7.9

				building	
	4	Alphagraphics *3,912	Printing, General (cannot verify via license review)	“	7.8
	5	Kona Karate (Max Occ: 106) *3,895	Personal Instruction	.5 per person at maximum occupancy + 1 per employee on highest shift	53+(11)
	6	Aga Systems *5,159	Manufacturing, Limited	1 per 1,000 or 1 per employee on highest shift, whichever is greater	5.2
	7	Complete Natural Systems *5,104	Retail, Specialty	1 per 250 gross square feet	20.4
2	1	Project Move (Max Occ: 42) *5,422	Personal Instruction	.5 per person at maximum occupancy + 1 per employee on highest shift	21+(10)
	2	Vacant (Max Occ: 86) *4,042	Personal Instruction	.5 per person at maximum occupancy + 1 per employee on highest shift	43+x
	3	Vacant	Construction Sales and Service	1 per 250 gross square feet	Combined with 4 & 5
	4	Salmon HVAC	Construction Sales and Service	1 per 250 gross square feet	Combined with 3 & 5
	5	Salmon HVAC *14,439	Construction Sales and Service	1 per 250 gross square feet	57.8
				Required Estimate	284.1
				Provided	117

*Square footage per building permits

** Uses per building licenses

Landscaping

As requested by the Planning Commission in April, and as required by CZC 12.21.110(e)(v) a landscaping plan has not been submitted that indicated compliance with Code. The applicant has indicated that it will match the landscaping of the previous two phases, but has not provided drawings to indicate how.

Irrigation

In addition to a landscaping plan, an irrigation plan showing how the required plantings will be irrigated to ensure successful growth is required and has not been provided.

PLANNING STAFF RECOMMENDATIONS

I hereby make a motion to TABLE the Final Site Plan for The Pasture Phase 3 at 1230 N 1300 W with the following directives:

1. Provide accurate parking stall counts for current uses in accordance with CZC 12.52.300, and request Parking Modification.
2. Provide a landscape plan in accordance with CZC 12.51.040.
3. Provide a temporary irrigation plan to maintain plantings.

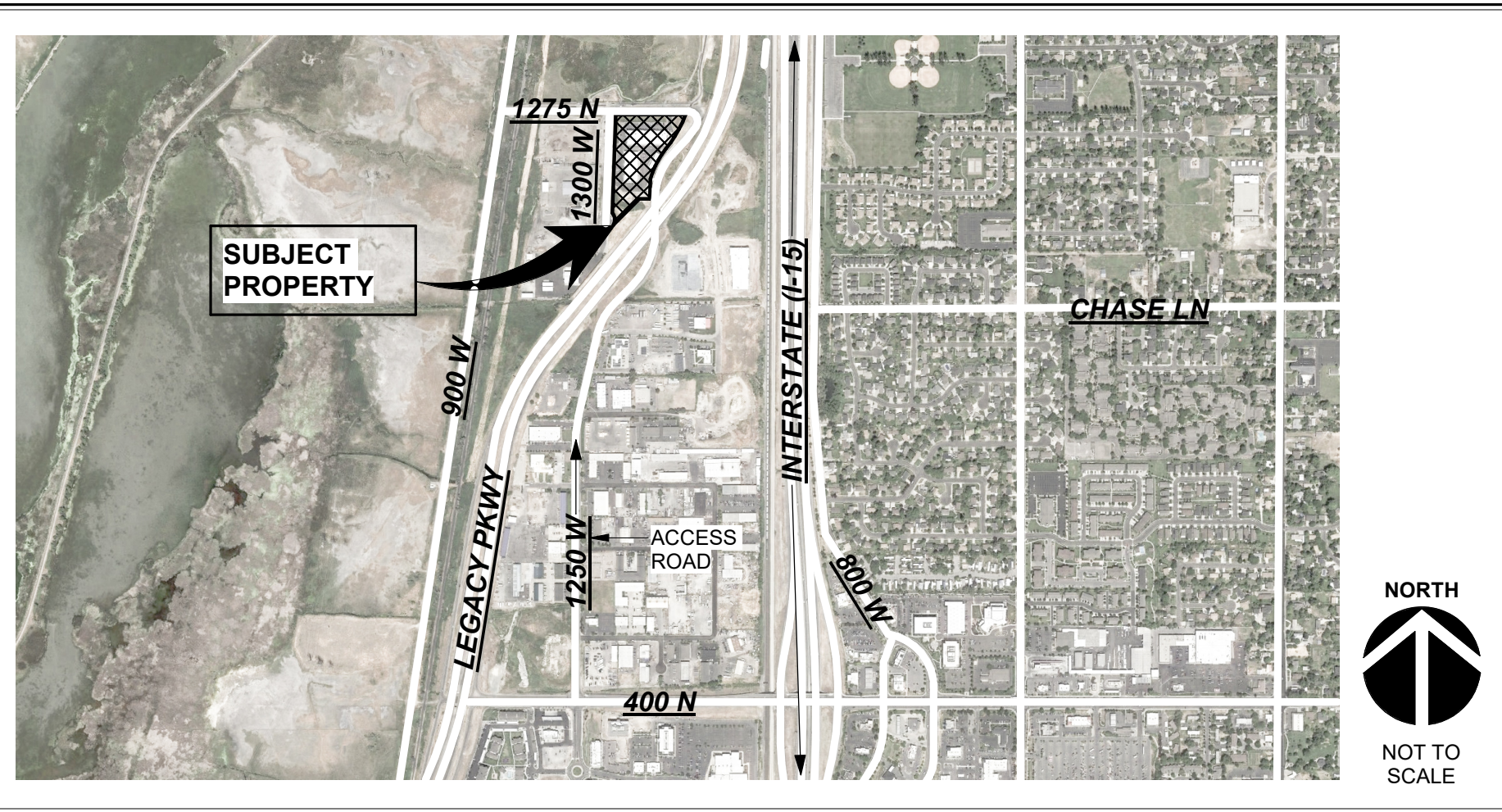
THE PASTURE: PHASE 3
NEW OFFICE / WAREHOUSE BUILDING FOR: PASTURE, LLC

1265 W 1275 N - CENTERVILLE, UT

Parcel #: 06-003-0049 & 06-003-0055

FINAL SITE PLAN APPROVAL SET

09/16/2021



GRAPHIC KEY

ASPHALT (PLAN VIEW)	BATT INSULATION	STONE (CUT VIEW)
ASPHALT (CUT VIEW)	RIGID INSULATION BOARD	STEEL
CONCRETE (PLAN VIEW)	GYP SUM BOARD	TILE
CONCRETE (CUT VIEW)	PLYWOOD	EARTH
GRAVEL (CUT VIEW)	FINISH LUMBER	EXISTING (PLAN VIEW)
CONCRETE BLOCK (CMU)	ALUMINUM	EXISTING (CUT VIEW)

PROJECT DESCRIPTION

PHASING NARRATIVE:

PHASE 3 WILL CONSIST OF THE CONSTRUCTION OF "BUILDING 3", REQUIRED GRADING & PAVING AND ASSOCIATED UTILITIES AS SHOWN ON THE PLANS.

NO NEW IRRIGATION

SHEET INFORMATION

SHEET NO	SHEET NAME
000 - GENERAL	
000	COVER SHEET / GENERAL INFO
200 - CIVIL	
C100	COVER & INDEX
C101	NOTES & LEGEND
V200	TOPOGRAPHIC PLAN
C300	DEMOLITION PLAN
C400	SITE PLAN
C900	DETAIL SHEET
EC100	EROSION CONTROL PLAN
300 - SITE	
AS100	ARCHITECTURAL SITE PLAN
500 - ARCHITECTURAL	
A200	EXTERIOR ELEVATIONS
900 - ELECTRICAL	
E1.0	ELECTRICAL SITE PLAN
E1.0B	PHOTOMETRIC SITE LIGHTING PLAN
TOTAL SHEETS: 12	

STANDARD SYMBOLS

NORTH ARROW EXTERIOR ELEVATION SOUTH/A300 SHEET DESIGNATION ELEVATION DESIGNATION	BUILDING SECTION SECTION DESIGNATION SHEET DESIGNATION WALL SECTION SECTION DESIGNATION SHEET DESIGNATION INTERIOR ELEVATION ELEVATION DESIGNATION SHEET DESIGNATION	DETAIL SECTION SECTION DESIGNATION SHEET DESIGNATION WINDOW SYMBOL WINDOW TYPE DOOR SYMBOL DOOR MARK ROOM LABEL ROOM NAME ROOM NUMBER	WALL/PARTITION SYMBOL PARTITION TYPE REFERENCE SHEET NOTE REFERENCE NUMBER VIEW REFERENCE VIEW TITLE SCALE ELEVATION DESIGNATION REFERENCE ELEVATION
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CONTACT INFORMATION:

OWNER - TROY SALMON:

SALMON HVAC
1230 NORTH 1300 WEST, SUITE 5
CENTERVILLE, UTAH 84014
Phone: 801-397-0030
Email: Troy@SalmonHVAC.com

CIVIL ENGINEER - Scott Argyle:

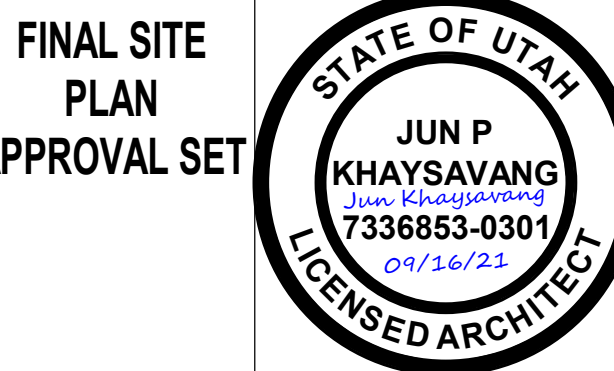
ENTELLUS, INC
181 NORTH 200 WEST, SUITE 4
BOUNTIFUL, UT 84010
Phone: (801) 298-2236

NEW BLDG. GROSS AREA

LEVEL	AREA
1st FLOOR	7,859 SF
GRAND TOTAL	7,859 SF

REVISIONS

NO.	DATE	DESCRIPTION



Project:

THE PASTURE: PHASE 3
NEW OFFICE / WAREHOUSE BUILDING FOR:

PASTURE, LLC

1265 W 1275 N - CENTERVILLE, UT

COVER SHEET / GENERAL INFO

Project Number

Date 09/16/2021

Drawn By BRH

Checked By R48

Sheet Number

000

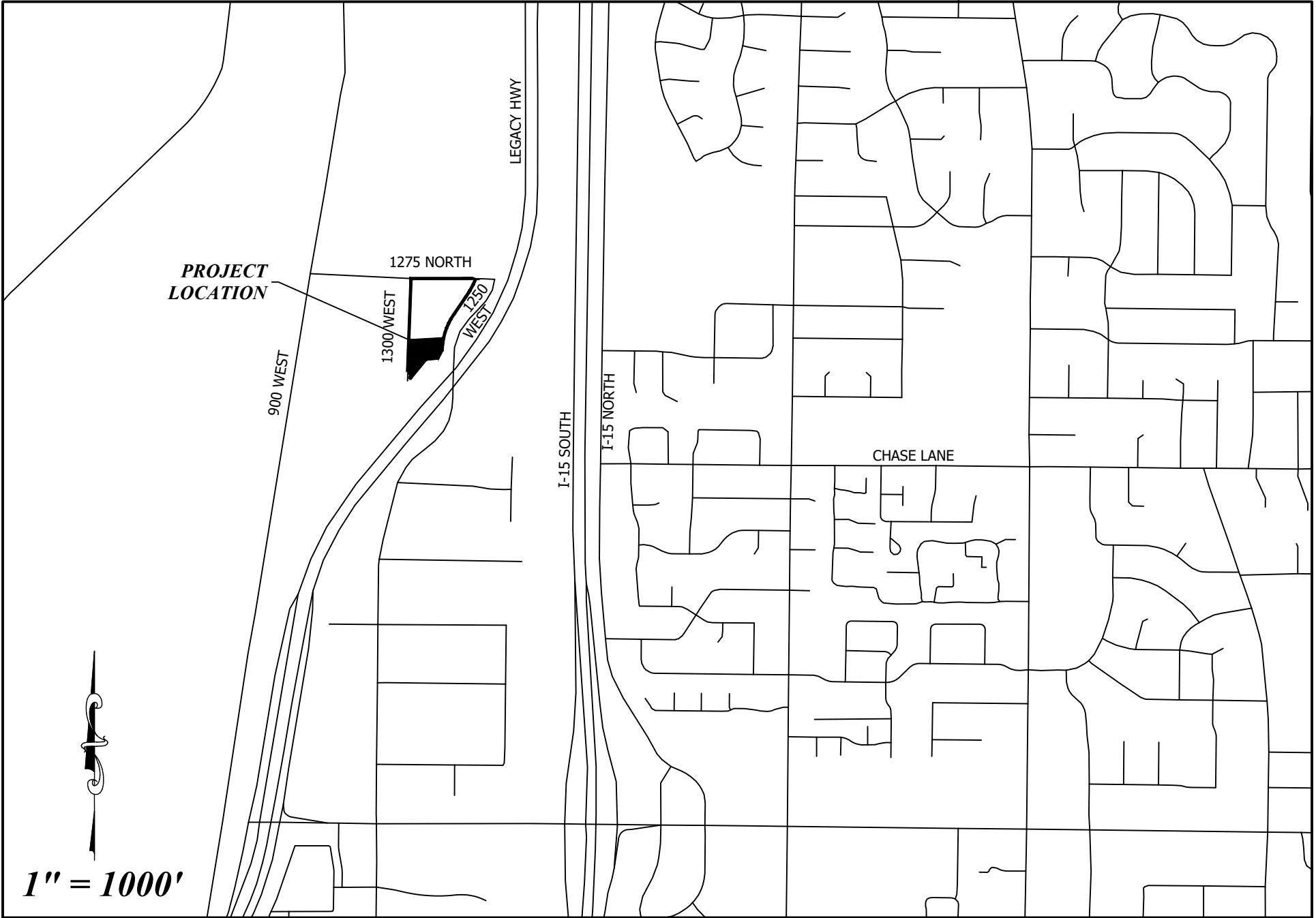
Scale As indicated

R48

SALMON HVAC

1265 WEST 1275 NORTH
THE PASTURE PHASE 3
LOCATED IN THE SE 1/4 OF SECTION 1, T.1 N., R.1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

VICINITY MAP



Sheet List Table

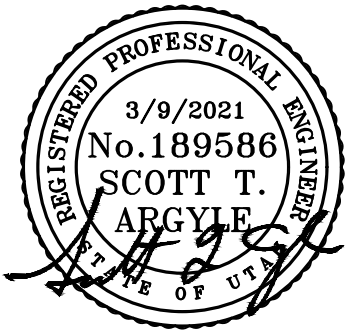
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C100	COVER & INDEX
C101	NOTES & LEGEND
V200	TOPOGRAPHIC PLAN
C300	DEMOLITION PLAN
C400	SITE PLAN
C900	SITE DETAIL
EC100	EROSION CONTROL PLAN

BENCHMARK
ELEVATION

TOP OF GRATE
4217.42'



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



REV #	BY	DATE
1	XXX	12/11/2020

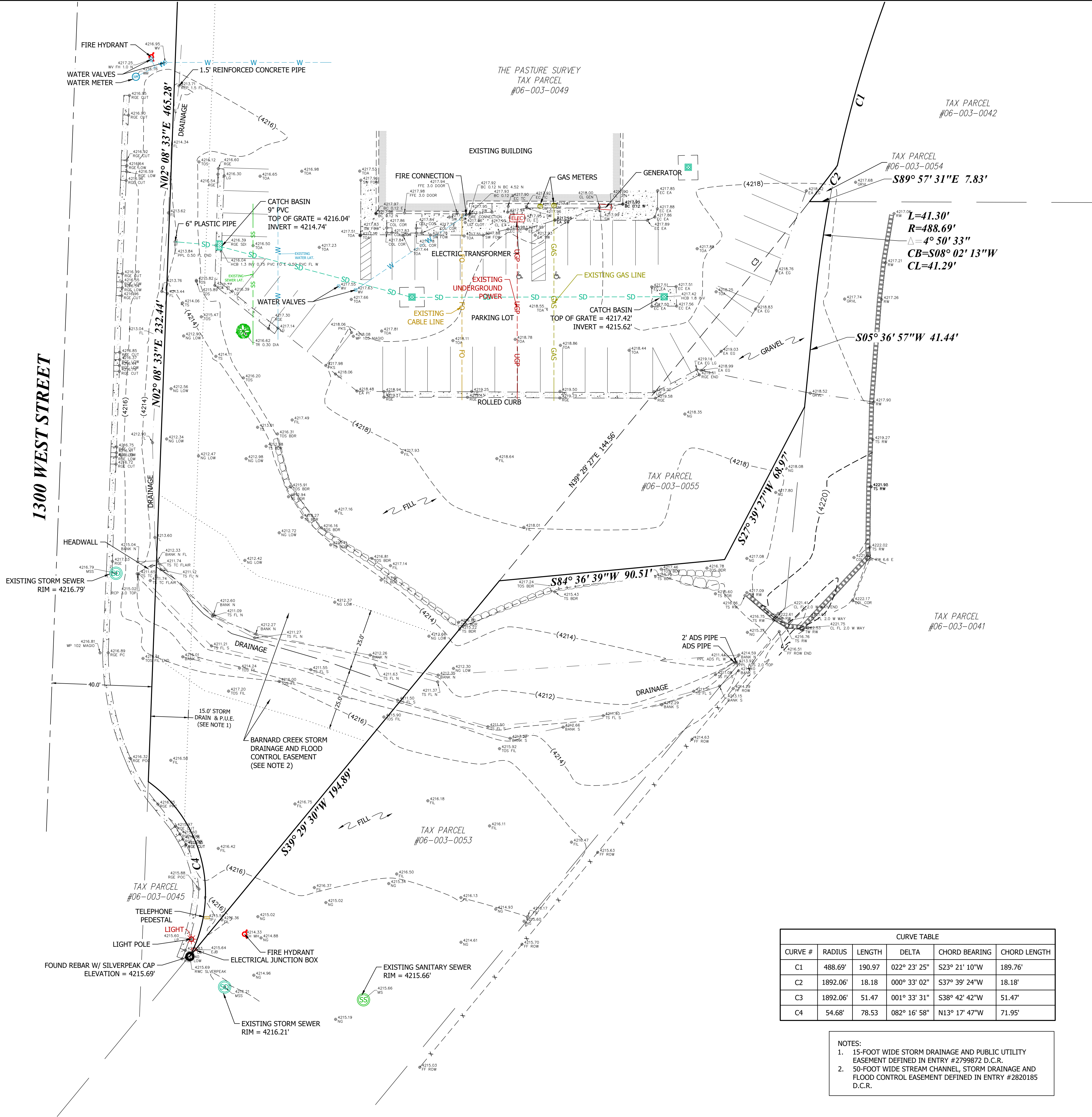
CIVIL	XXX 12/11/2020
SURVEY	JRC 12/11/2020
ENGINEER	STA 12/11/2020

Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address: -
Email: troy@salmonhvac.com

SALMON HVAC

1943001

H:\1943001\d_production\Civil\04_Plan Set



TOPOGRAPHIC PLAN

THIS DRAWING IS FOR TOPOGRAPHICAL INFORMATION ONLY. ALL BOUNDARIES AND EASEMENTS ARE APPROXIMATE AND ARE BASED SOLELY ON THE INFORMATION AVAILABLE ON THE SUBDIVISION PLAT OR OTHERWISE PROVIDED TO THE SURVEYOR.

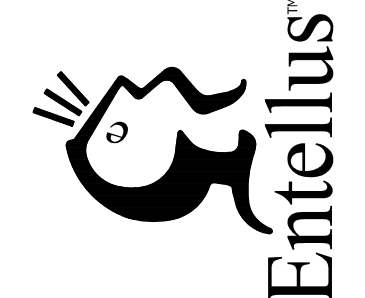
LEGEND	
PROPERTY LINE	—
ADJACENT PROPERTY	—
CENTERLINE	—
EASEMENT LINE	
EDGE OF PAVEMENT	—
CURB, GUTTER, SIDEWALK	—
WIRE FENCE LINE	- x - x -
WATER LINE	— W — W —
FLOW LINE	—
EARTHEN BANK	—
STORM DRAIN LINE	— SD — SD —
PARKING	—
RETAINING WALL	—
ROCK WALL	—

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	488.69'	190.97'	022° 23' 25"	S23° 21' 10"W	189.76'
C2	1892.06'	18.18'	000° 33' 02"	S37° 39' 24"W	18.18'
C3	1892.06'	51.47'	001° 33' 31"	S38° 42' 42"W	51.47'
C4	54.68'	78.53'	082° 16' 58"	N13° 17' 47"W	71.95'

NOTES:

- 15-FOOT WIDE STORM DRAINAGE AND PUBLIC UTILITY EASEMENT DEFINED IN ENTRY #2799872 D.C.R.
- 50-FOOT WIDE STREAM CHANNEL, STORM DRAINAGE AND FLOOD CONTROL EASEMENT DEFINED IN ENTRY #2820185 D.C.R.

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**Entellus**

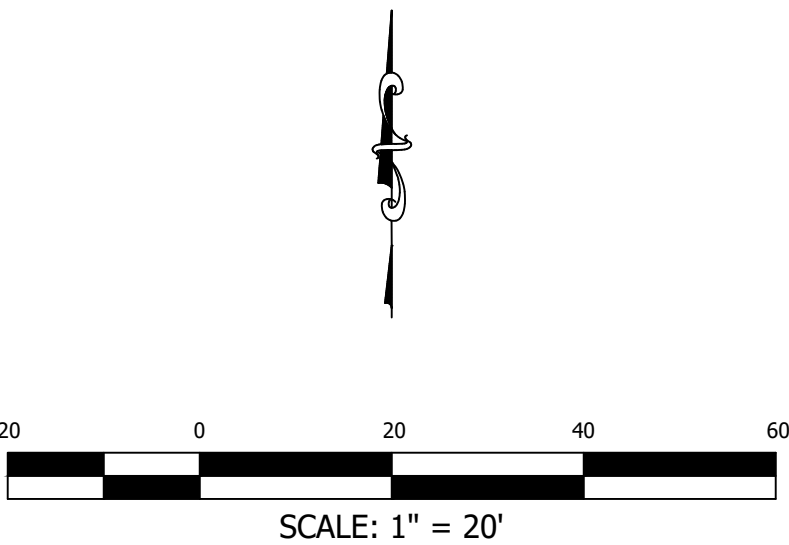
**PRELIMINARY
NOT FOR
CONSTRUCTION**

SALMON HVAC

THE PASTURE PHASE 3
TAX PARCEL #06-003-0049 & #06-003-0055
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE, DAVIS COUNTY, UT-14H

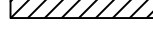
DRAWN: JAF	01/19/2021
APPROVED: JRC	01/19/2021
PROJECT #:	1943001
TOPO	1943001.dwg

V200
TOPOGRAPHIC SURVEY



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	488.69'	190.97	022° 23' 25"	S23° 21' 10"W	189.76'
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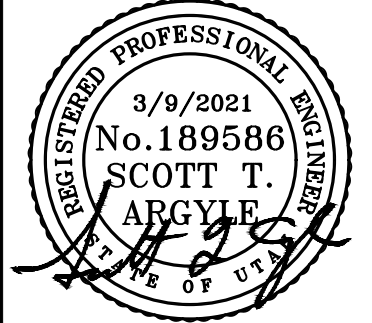
DEMOLITION LEGEND

	ASPHALT TO BE REMOVED
	CONCRETE TO BE REMOVED
	STRUCTURE TO BE REMOVED
	CLEAR AND GRUB
	TREES TO BE REMOVED



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

Entellus™



Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address: -
Email: troy@salmonhvac.com

SALMON HVAC

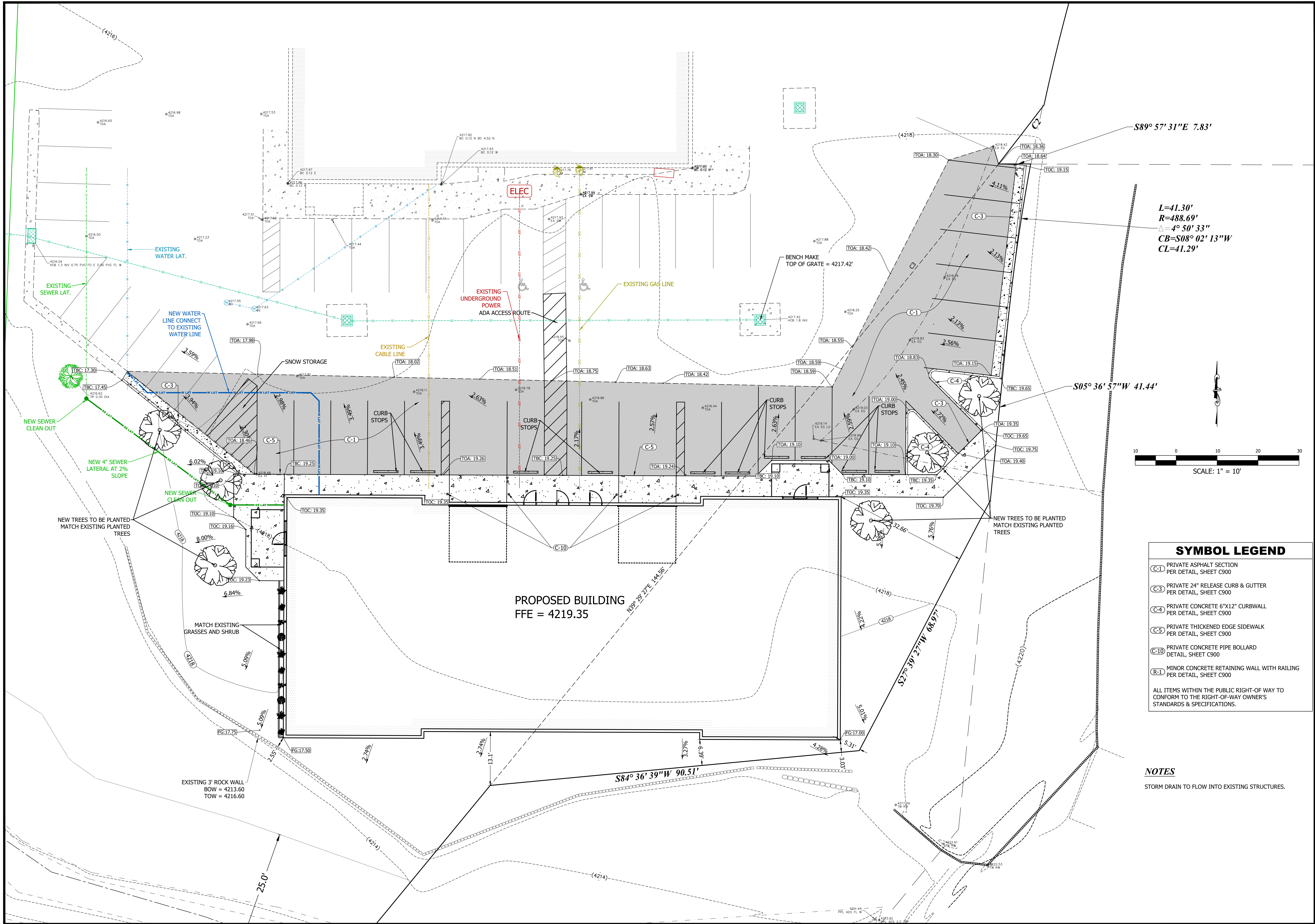
THE PASTURE PHASE 3
 1265 WEST 1275 NORTH
 LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
 CENTERVILLE CITY, DAVIS COUNTY, UTAH

[illegible]

DRAWN:	XXX
APPROVED:	STA
PROJECT #:	1943001
SITE1943001.dwg	

C300

DEMOLITION PLAN



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

Entellus
REGISTERED PROFESSIONAL ENGINEER
3/9/2021
No. 189586
SCOTT T. ARFVLE
UTAH

Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address: -
Email: troy@salmonhvac.com

SALMON HVAC

THE PASTURE PHASE 3
1265 WEST 1275 NORTH
LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

REV #	DATE	COMMENT

DRAWN: JH
APPROVED: STA
PROJECT #: 1943001
SITE1943001.dwg

C400
SITE PLAN

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



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



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



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



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



Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address: -
Email: troy@salmonhvac.com

SALMON HVAC

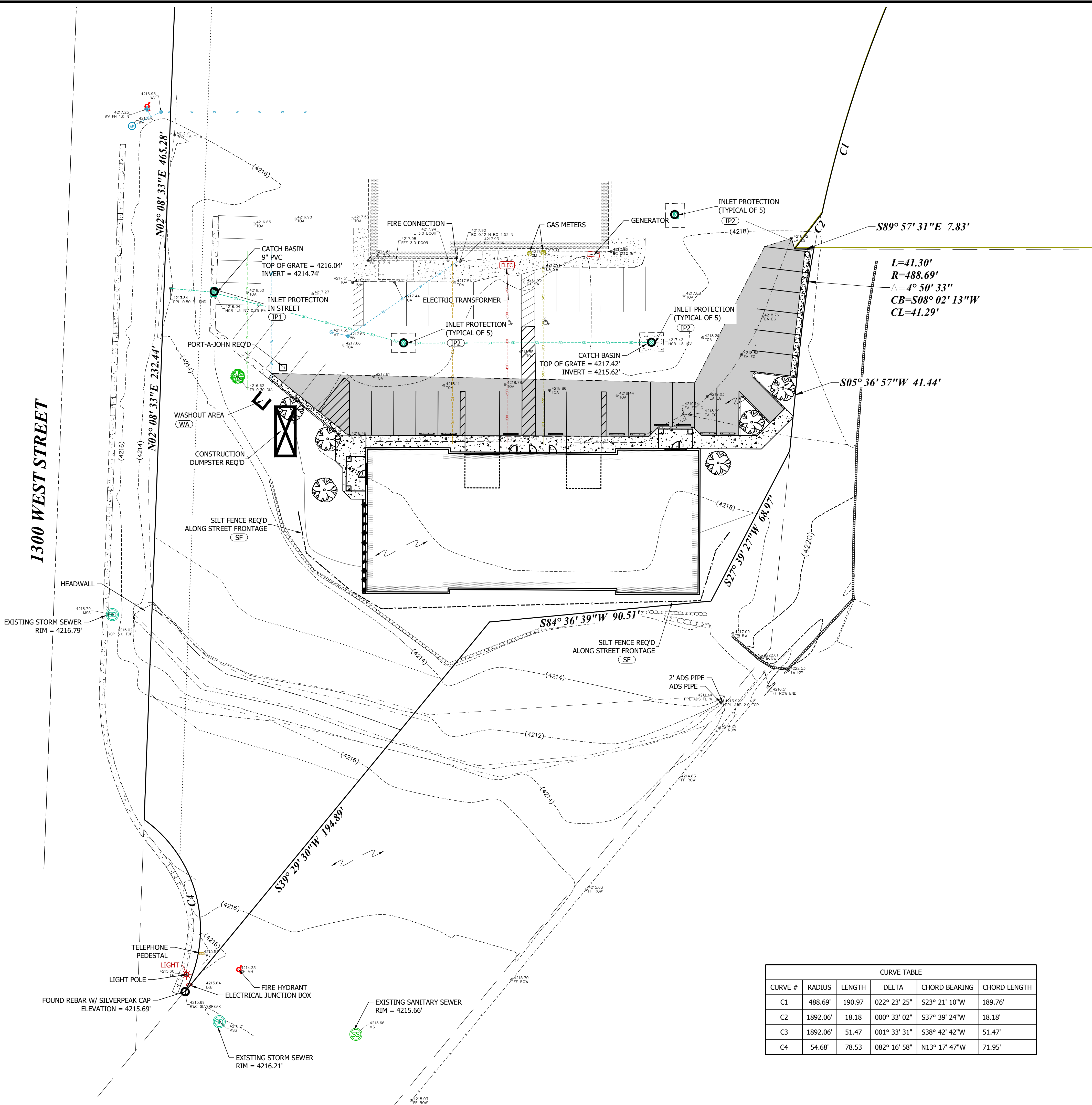
THE PASTURE PHASE 3
1265 WEST 1275 NORTH
LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

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DRAWN:	JH
APPROVED:	STA
PROJECT #:	194300
SITE1943001.dwg	

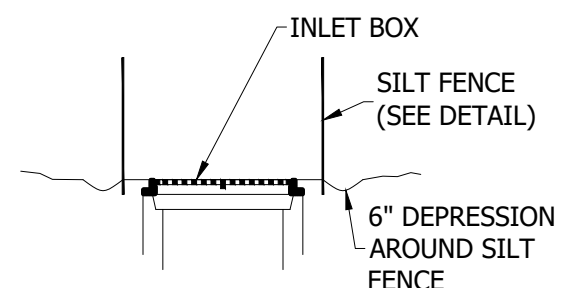
C900

SITE DETAILS

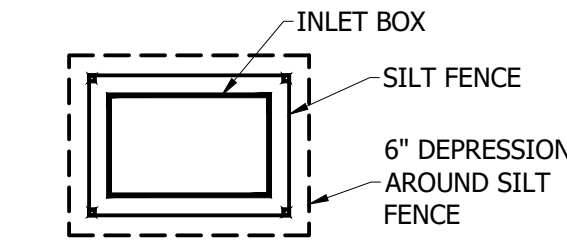


CONSTRUCTION NOTES

- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.
- CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.
- CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.
- ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.
- ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.
- A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 1 WEEK OF PLACING IN THE WASHOUT AREA.
- A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEPED DAILY TO REMOVE EXCESS DIRT.
- INSPECTION SHALL BE MADE MONTHLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.
- CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

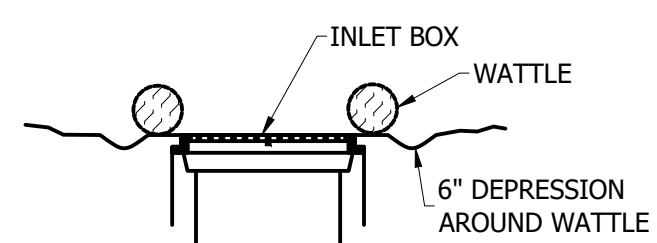


PROFILE VIEW

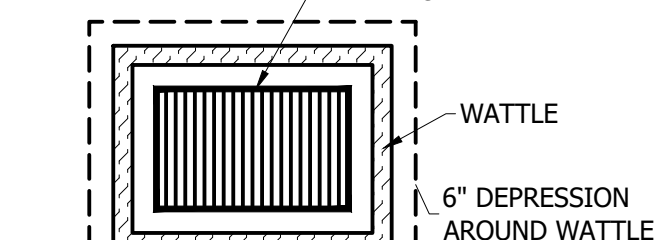


PLAN VIEW

IP1 INLET PROTECTION
EC100 TYPICAL
N.T.S.

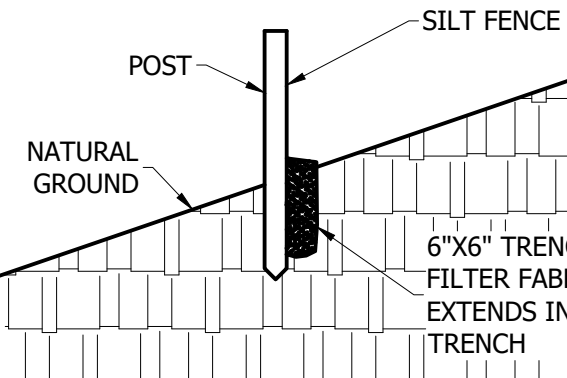


PROFILE VIEW



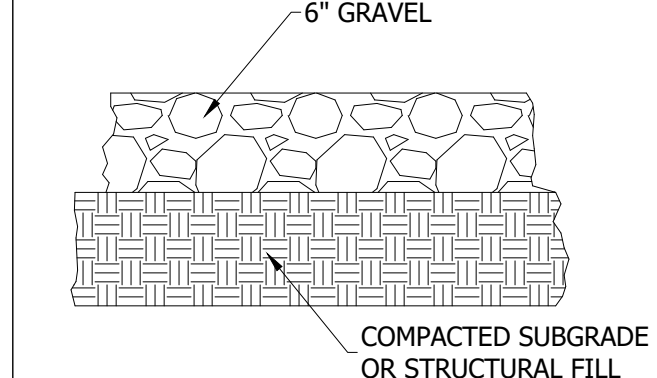
PLAN VIEW

IP2 INLET PROTECTION
EC100 TYPICAL
N.T.S.



SILT FENCE

EC100 TYPICAL
N.T.S.



WASHDOWN AREA

EC100 TYPICAL
N.T.S.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	488.69'	190.97	022° 23' 25"	S23° 21' 10"W	189.76'
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1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com

Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address :
Email: troy@salmonhvac.com

SALMON HVAC

THE PASTURE PHASE 3
1265 WEST 1275 NORTH
LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

REV #	DATE	COMMENT

DRAWN: JH

APPROVED: STA

PROJECT #: 1943001

SITE1943001.dwg

EC100

EROSION CONTROL PLAN



PARKING TABULATION

* = OFF BUSINESS HOURS USE (FROM 5 PM TO 9 PM)



EXISTING ASPHALT PAVEMENT TO BE
REMOVED (SHOWN SHADED) - SEE CIVIL
EXISTING DESIGNATED PARKING TO BE
RELOCATED
EXISTING DUMPSTER & ENCLOSURE
EXISTING FIRE HYDRANT
SITE ACCESS / EGRESS POINT (TYP. OF 3)
PAINTED STRIPING - REF CIVIL DRAWING
SERIES
5' WIDE PAINTED ACCESSIBLE ACCESS
ROUTE
CURB STOPS - SEE CIVIL
NEW PLANTING - SEE CIVIL
6" DIA. X 6'-0" HIGH STEEL PIPE BOLLARD -
CONCRETE FILLED (PAINTED) - TYPE

	ASPHALT
	CONCRETE
	LANDSCAPE GRAVEL
	BIO MEADOW HYDROSEED OR UDWUR PCEV
	LANDSCAPE MULCH
	ACCESSIBLE ROUTE TO PUBLIC WAY (MAX 5% SLOPE & 2% CROSS SLOPE)

LEVEL	AREA
1st FLOOR	7,859 SF
GRAND TOTAL	7,859 SF

REVISIONS		
NO.	DATE	DESCRIPTION

STATE OF UTAH
JUN P
KHAYSAVANG
Jun Khaysavang
7336853-0301
05/21/21
LICENSED ARCHITECT

Project:

**NEW OFFICE / WAREHOUSE
BUILDING FOR:**

PASTURE, LLC

265 W 1275 N - CENTERVILLE, UT

ARCHITECTURAL
SITE PLAN

Project Number

Date 05/21/2021

Drawn By R48

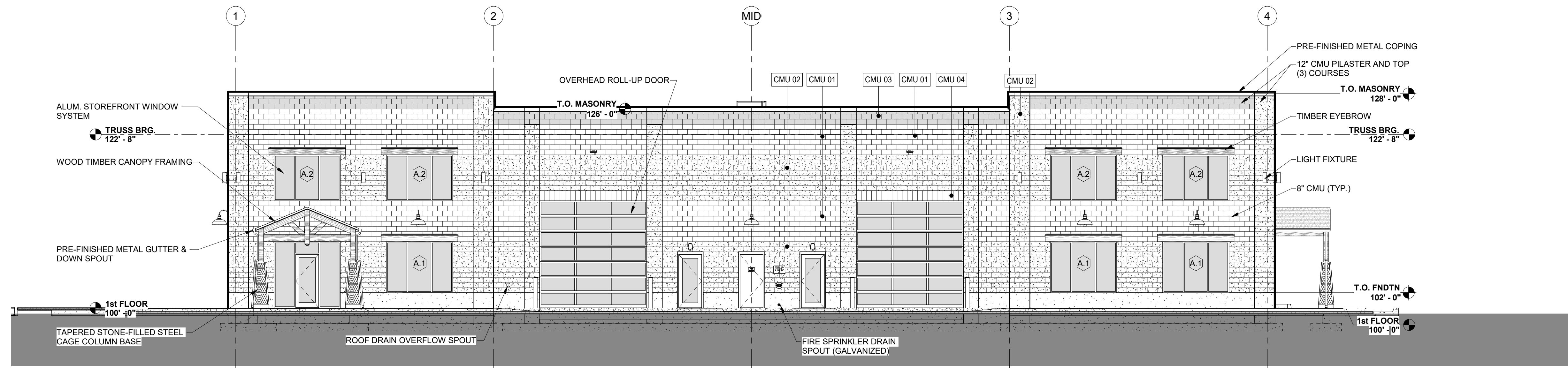
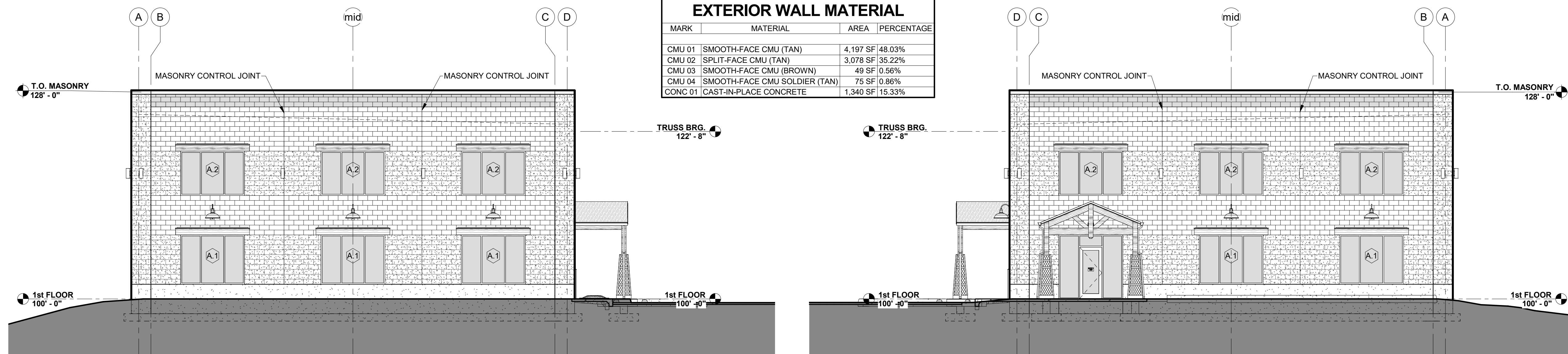
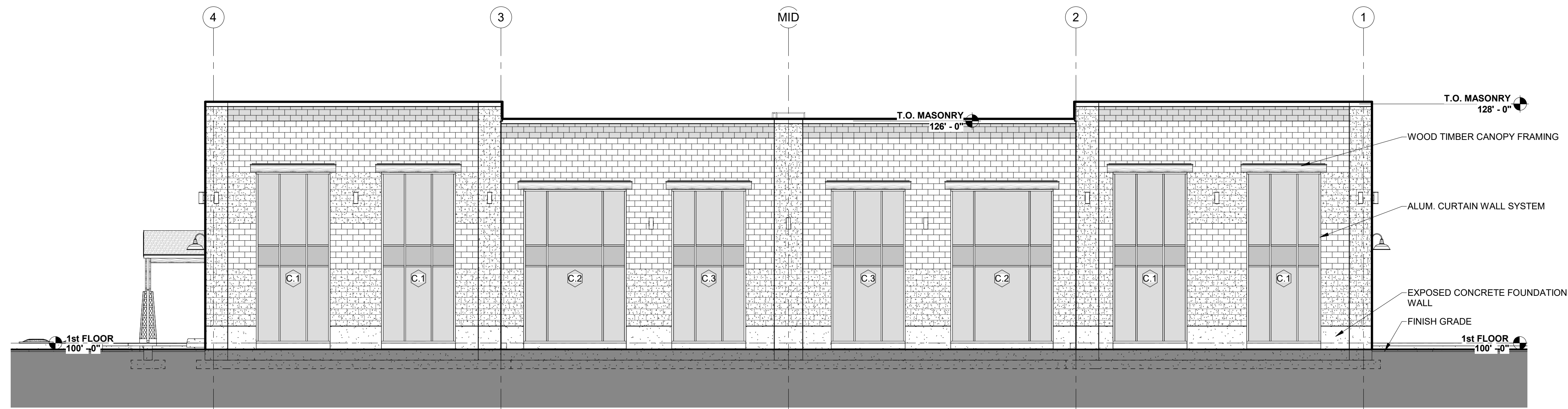
Checked By R48

10		11
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AS100

AS 100

Scale	As indicated
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**1 FRONT ELEVATION**
1/8" = 1'-0"**2 LEFT ELEVATION**
1/8" = 1'-0"**3 RIGHT ELEVATION**
1/8" = 1'-0"**4 BACK ELEVATION**
1/8" = 1'-0"

FACING LEGACY HIGHWAY

EXTERIOR WALL MATERIAL			
MARK	MATERIAL	AREA	PERCENTAGE
CMU 01	SMOOTH-FACE CMU (TAN)	4,197 SF	48.03%
CMU 02	SPLIT-FACE CMU (TAN)	3,078 SF	35.22%
CMU 03	SMOOTH-FACE CMU (BROWN)	49 SF	0.56%
CMU 04	SMOOTH-FACE CMU SOLDIER (TAN)	75 SF	0.86%
CONC 01	CAST-IN-PLACE CONCRETE	1,340 SF	15.33%

REFERENCE NOTES**MATERIAL KEY**

	GLASS
	SPANDREL PANEL
	SMOOTH-FACE CMU
	SMOOTH-FACE CMU BAND
	SPLIT-FACE CMU
	CONCRETE

NOTE:

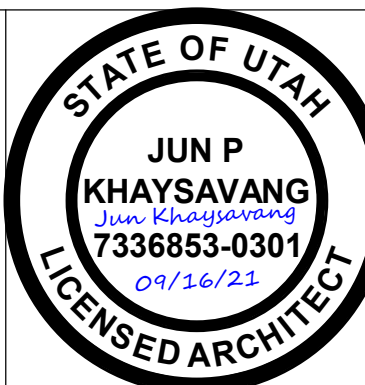
- MASONRY, TIMBER AND OTHER ACCENT MATERIALS TO MATCH EXISTING ADJACENT ELEMENTS, WHICH COMPLIES w/ C2C 12.08.300, SHORELANDS COLOR PALETTE.
- EPDM ROOFING MATERIAL TO BE WHITE

ITEMS TO BE BRONZE IN COLOR:

ALUM.: STOREFRONT, CURTAIN WALL, METAL: COPING, GUTTERS, DOWNSPOUTS, DRIP EDGE, EXPOSED FLASHING, ROLL-UP DOORS, HOLLOW METAL DOORS & FRAMES EXCEPT FIRE RISER ROOM TO BE TAN TO MATCH ADJ. MASONRY.

REVISIONS

NO.	DATE	DESCRIPTION

**FINAL SITE
PLAN
APPROVAL SET**

Project:

THE PASTURE: PHASE 3
NEW OFFICE / WAREHOUSE
BUILDING FOR:**PASTURE, LLC**

1265 W 1275 N - CENTERVILLE, UT

**EXTERIOR
ELEVATIONS**

Project Number

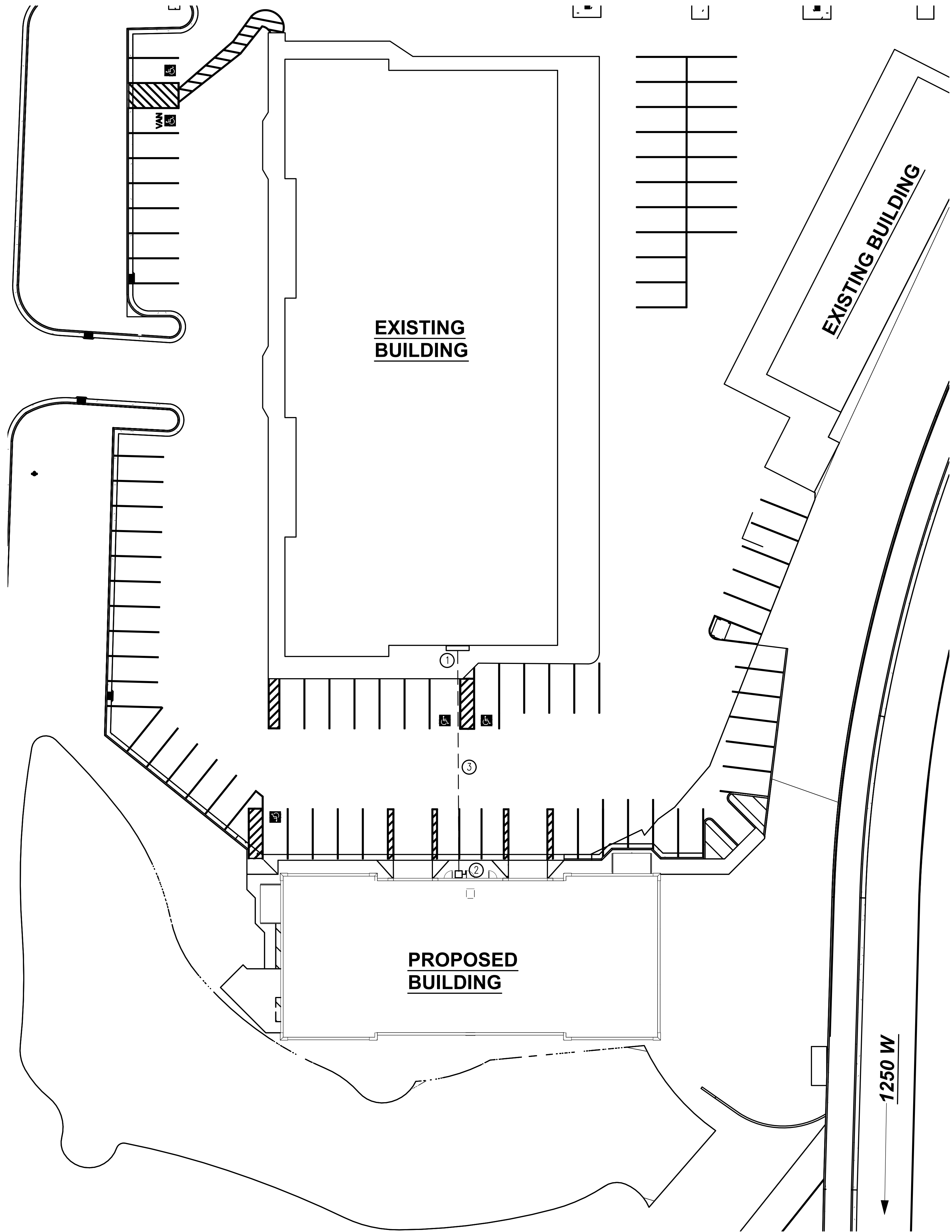
Date 09/16/2021

Drawn By R48

Checked By R48

A200

Scale 1/8" = 1'-0"



REFERENCE NOTES

- ① EXISTING METERING CENTER. WITH 200A 3P CIRCUIT BREAKER AND METER. SEE ONLINE DIAGRAM SHEET E2.1.
- ② PROPOSED LOCATION BUILDING ELECTRICAL SERVICE ENTRANCE DISCONNECT.
- ③ COMPLY WITH NEC 300.5 FOR BURIAL DEPTH OF UNDERGROUND RACEWAYS.

FELEX ENGINEERING
Electrical Engineering
1265 West 1275 N
Centerville, UT 84304
Phone: 801-913-3111
susa@felex.com

No.	revision	date	by
9			
8			
7			
6			
5			
4			
3			
2			
1			

DATE: 05-07-21

Project name:

THE PASTURE PHASE 3
1265 WEST 1275 N
CENTERVILLE, UTAH

Sheet title:

ELECTRICAL SITE PLAN

file: THE PASTURE

project #: SH-2102

sheet:

E1.0

date: 05-07-21

NORTH

ELECTRICAL SITE PLAN

SCALE: 1"=20'-0"

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
COMMONWEALTH LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

  By: _____ Authorized Signatory	COMMONWEALTH LAND TITLE INSURANCE COMPANY By:  ATTEST President  Secretary
--	---

Transaction Identification Data for reference only:Issuing Agent: **Metro National Title**Issuing Office: **345 East Broadway, Salt Lake City, UT 84111**

Loan ID Number:

Commitment Number:

Issuing Office File Number: **88443**Property Address: **1265 West 1275 North, Centerville, UT 84014**

Revision Number:

SCHEDULE A

1. Commitment Date: **September 14, 2021 at 7:45 AM**
2. Policy to be issued:
 - (a) 2006 ALTA Owner's Policy
Proposed Insured:
Proposed Policy Amount:
Owner's Policy: **\$0.00**
 - (b) 2006 ALTA Loan Policy (Extended)
Proposed Insured: **For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific-designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.**
Proposed Policy Amount: **\$1,000,000.00**
Lender's Policy: **\$2,068.00**
Endorsements:
Endorsement Premium(s): **\$0.00**
 - (c) 2006 ALTA Leasehold Policy
Proposed Insured:
3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE**
4. Title to the estate or interest in the Land is at the Commitment Date vested in:

Pasture, LLC, a Utah limited liability company
5. The land referred to in this Commitment is in the State of Utah, County of Davis and is described as follows:

See attached Exhibit "A"

Exhibit "A"

Part of the Southeast Quarter of Section 1, Township 2 North, Range 1 West, Salt Lake Base & Meridian, Davis County, Utah, more particularly described as follows:

Beginning at the Northwest corner of a tract of land conveyed in a Quit Claim Deed, recorded as Entry No. 3229009, Davis County Recorder, said corner is North 0°00'11" West 829.62 feet along the section line and North 89°57'31" West 887.78 feet from the Southeast corner of said Section 1, and running thence along the lines described in said conveyance the following five (5) courses: (1) South 89°57'31" East 7.83 feet to the Westerly right-of-way line and no-access line of SR-67 (Legacy Parkway Highway); (2) 41.30 feet Southerly along said right-of-way line and no-access line and the arc of A 488.69- foot radius non-tangent curve to the Left through a central angle of 4°50'33", chord bears South 8°02'13" West 41.29 feet to a point of tangency; (3) South 5°36'57" West 41.44 feet along said right-of-way line and no-access line (4) South 27°39'27" West 68.97 feet; (5) South 84°36'39" West 90.51 feet to the Southeasterly line of a tract of land conveyed in a Special Warranty Deed, recorded as Entry No. 2849061, Davis County Recorder; thence along the lines of said conveyance the following Eight (8) courses: (1) South 39°29'27" West 194.89 feet to a point on a 54.68 foot radius non-tangent curve to the left and the Easterly line of 1300 West Street; (2) 78.54 feet (78.53 by record) Northwesterly along said Easterly line and the arc of said curve through a central angle of 82°16'58", chord bears North 13°17'47" West 71.95 feet; (3) North 2°08'33" East 697.72 feet along said Easterly line to the Southerly line of 1275 North Street; (4) South 89°57'31" East 494.99 feet along said Southerly line to the Westerly line of 1250 West Street to a point on a 774.44 foot radius non-tangent curve to the right; (5) 160.09 feet Southwesterly along the arc of said curve through a central angle of 11°50'40" chord bears South 28°37'32" West 159.81 feet to a point of tangency; (6) South 34°32'52" West 164.99 feet (165.02 feet by record) to a 488.69- foot radius tangent curve to the left; (7) 190.97 feet Southwesterly along the arc of curve through a central angle of 22°23'25", chord bears South 23°21'10" West 189.76 feet, to a 1,892.06 foot radius non-tangent curve to the right; (8) 18.18 feet Southwesterly along the arc of said curve through a central angle of 0°33'02", chord bears South 37°39'23" West 18.18 feet, to the point of beginning.

(Note: Rotate the above description 0°20'01" clockwise to NAD83 SPC, Utah North Zone.)

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Update of the Utah State Construction Registry prior to recording; receipt by the Company of evidence of payment in full and execution of Affidavit of Acceptance of Payment in Full for Construction Services (UCA § 38-1a-503(2)(b)) of all preliminary notice(s) of lien(s) disclosed thereby.

6. Proper filing of a Notice of Construction Loan on the Utah State Construction Registry prior to policy being issued. (Metro National Title will provide this service for a fee of \$45.00.)

7. Execution of a Gap Indemnity by the seller/borrower.

8. Delivery to, and approval by the Company of Articles of Organization and Operating Agreement for Pasture, LLC, a Utah limited liability company regarding the legal status and ability to convey and/or encumber title to the land described herein.

The Company reserves the right to make additional requirements as needed.

9. Trust Deed to secure your loan.

10. THE FOLLOWING NOTE IS FOR INFORMATIONAL PURPOSES ONLY:

THE FOLLOWING CONVEYANCES AFFECTING SAID LAND WERE RECORDED WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE OF THIS REPORT

Special Warranty Deed

Grantor: Pasture, LLC, a Utah limited liability company, who also appears of record as Pasture LLC

Grantee: Pasture, LLC, a Utah limited liability company

Recorded: June 29, 2021

Entry No.: 3395298

Book/Page: 7791 / 626

[Vesting Deed Image](#)

[Map](#)

NOTE: The following name(s) have been checked for Judgments, Federal Tax Liens and Bankruptcies and none appear of record that attach to the herein described property, except as shown herein.

Pasture, LLC, a Utah limited liability company

Escrow Officer: Nick Summerhays at (801) 363-6633

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a Public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, that are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

The printed Exceptions 1 through 7 will be deleted for the ALTA Extended Loan Policy

8. New Tax ID No. 06-003-0056

Lien of Taxes, now accruing as a lien, but not yet due and payable
Year: 2021

Tax ID No.: 06-003-0047
Prior year: 2020 Paid
Amount: Exempt

Tax ID No.: 06-003-0049
Prior year: 2020 Paid
Amount: \$54,052.92

9. The land described herein is located within the boundaries of Centerville City, Weber Basin

Water District (801-771-1677), Mosquito Abatement District, and South Davis Sewer District (801-295-3469), South Davis Metro Fire Service Area and South Davis Recreation District and is subject to any assessments levied thereby.

10. Ordinance No. 2013-09:

Dated: July 17, 2013

Recorded: August 14, 2013

Entry No.: [2760362](#)

Book/Page: 5831 / 880

An Ordinance adopting the Barnard Creek Community Development Project Area Plan, and related matters.

11. Water Rights, claims or title to water, whether or not shown by the public records.

12. Any and all outstanding oil, gas, mining and mineral rights, etc., situated in, upon or under the subject Land, including the right of the proprietor of a vein or lode to extract the same therefrom should it be found to penetrate or intersect the premises, and the right of ingress and egress for the use of said rights.

13. Each and every right of access together with all rights of abutters to the underlying fee conveyed to the State Road Commission of Utah and permission to locate and construct within the grantors land and outside the limits of the State Road Commission right of way, all irrigation and waste ditches made necessary by the construction of said project.

14. Each and every right of access condemned by the Utah Department of Transportation, in an action numbered Civil Number 010601556 in the 2nd District Court in and for the County of Davis.

Recorded: March 20, 2002

Entry No.: [1738842](#)

Book/Page: 3008 / 7

15. Right of Way Easement, and the terms and conditions thereof:

Grantor: Utah Department of Transportation

Grantee: PacifiCorp, an Oregon corporation, its successors and assigns

Recorded: January 24, 2005

Entry No.: [2047054](#)

Book/Page: 3711 / 225

16. Reservations, rights and restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as shown in that certain Quit Claim Deed:

Grantor: Utah Department of Transportation

Grantee: Salmon HVAC, L.L.C.

Recorded: May 9, 2011

Entry No.: [2597875](#)

Book/Page: 5269 / 25

Including but not limited to:

Signs, billboards, outdoor advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, Except signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Junkyards, as defined in Title 23, United States Code, Section 136, shall not be established or maintained on the above described tracts of land(s).

17. Reservations, rights and restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as shown in that certain Quit Claim Deed:

Grantor: Utah Department of Transportation

Grantee: Salmon HVAC, L.L.C.

Recorded: May 09, 2011

Entry No.: [2597876](#)

Book/Page: 5269 / 27

Including but not limited to:

Signs, billboards, outdoor advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, Except signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Junkyards, as defined in Title 23, United States Code, Section 136, shall not be established or maintained on the above described tracts of land(s).

18. License Agreement regarding the development and operation of a rail to trails project on the UTA-Owned Denver & Rio Grande Western Railroad Corridor, including the terms and conditions thereof:

Dated: April 16, 2013

Recorded: September 9, 2013

Entry No.: [2767254](#)

Book/Page: 5856 / 128

19. Department of the Army Permit Number SPK-2011-00453, including the terms and conditions thereof:

Dated: July 13, 2011

Recorded: November 01, 2013

Entry No.: [2775113](#)

Book/Page: 5887 / 583

20. Waterline and Public Utility Easement, and the terms and conditions thereof:

Grantor: Salmon HVAC, LLC, a Utah limited liability company

Grantee: Centerville City, a municipal corporation of the State of Utah

Recorded: April 22, 2014

Entry No.: [2799871](#)

Book/Page: 6002 / 251

21. Storm Drainage and Public Utility Easement, and the terms and conditions thereof:

Grantor: Salmon HVAC, LLC, a Utah limited liability company

Grantee: Centerville City, a municipal corporation of the State of Utah

Recorded: April 22, 2014

Entry No.: [2799872](#)

Book/Page: 6002 / 254

22. Bernard Creek Steam Channel, Storm Drainage and Flood Control Easement, and the terms and conditions thereof:

Grantor: Salmon HVAC, LLC, a Utah limited liability company

Grantee: Davis County, a public entity of the State of Utah

Recorded: August 26, 2014

Entry No.: [2820185](#)

Book/Page: 6089 / 31

23. Sewer collection system, and the terms and conditions thereof, as shown in that certain Deed:

Grantor: Salmon HVAC, LLC, a Utah limited liability company

Grantee: South Davis Sewer District

Recorded: November 21, 2014

Entry No.: [2835218](#)

Book/Page: 6150 / 273

24. Easement, and the terms and conditions thereof:

Grantor: Salmon HVAC, LLC, a Utah limited liability company

Grantee: South Davis Sewer District

Recorded: November 21, 2014

Entry No.: [2835219](#)

Book/Page: 6150 / 275

25. Underground Right of Way Easement, and the terms and conditions thereof:

Grantor: Salmon HVAC

Grantee: Rocky Mountain Power, an unincorporated division of PacifiCorp

Purpose: A perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration and replacement of the electric transmission distribution and

telephone circuits of the Grantee and including guy anchors and poles, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto.

Recorded: January 28, 2016

Entry No.: [2918101](#)

Book/Page: 6441 / 757

26. Reservations, rights and restrictions, but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as shown in that certain Quit Claim Deed:

Grantor: Utah Department of Transportation

Grantee: Pasture L.L.C.

Recorded: February 25, 2020

Entry No.: [3229009](#)

Book/Page: 7456 / 1250

Including but not limited to:

Signs, billboards, outdoor advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, Except signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

The grantor reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The Grantee is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above described property.

Junkyards, as defined in Title 23, United States Code, Section 136, shall not be established or maintained on the above described tracts of land(s).

27. A Deed of Trust, and the terms and conditions thereof:

Stated Amount: \$2,415,156.00

Trustor: Pasture LLC, a Utah limited liability company

Trustee: Commonwealth Land Title Insurance Company

Beneficiary: Banner Bank

Dated: January 9, 2017

Recorded: January 11, 2017

Entry No.: [2994824](#)

Book/Page: 6680 / 626

Assignment of Deed of Trust

Assigned to: People's Intermountain Bank, a Utah State chartered commercial bank, its successors and assigns

Dated: May 10, 2018

Recorded: May 17, 2018

Entry No.: [3093835](#)

Book/Page: 7017 / 159

Successor Trustee:

Successor: People's Intermountain Bank, a Utah State chartered commercial bank

Dated: May 10, 2018

Recorded: May 17, 2018

Entry No.: [3093847](#)

Book/Page: 7017 / 369

28. Unrecorded Lease, and the terms and conditions thereof:

Dated: October 1, 2016

Lessor: Pasture LLC

Lessee: Salmon HVAC, L.L.C.

Lender: Banner Bank

Disclosed by: Subordination Agreement

Recorded: January 11, 2017

Entry No.: [2994825](#)

Book/Page: 6680 / 640

29. Subject, but not limited, to the following items, as disclosed by a survey prepared by Silverpeak, having been certified under the date of January 31, 2017 , by Arthur O. LeBaron , a Registered Land Surveyor holding License No. 375178, as Job No. [11-019.01](#), including but not limited to the following:

- a. Parking Stalls encroach onto the adjoining property in the Southeast corner.**
- b. Overhead Power Line along the Northerly line of subject property.**
- c. Building appears to encroach on the easement shown as Exception 26.**

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.



Fidelity National Title Insurance Company

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public that we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

In the course of our business, we may collect Personal Information about you from the following sources:

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by, us, our affiliates, or others;
- From our internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumers or other reporting agencies.

Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

Our Policies and Practices Regarding the Sharing of Your Personal Information

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement service providers. We also may disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested;
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for the products or services that we believe you may find of interest.

In addition we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

Right to Access Your Personal Information and Ability To Correct Errors Or Request Changes Or Deletion

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request corrections, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer
Chicago Title Insurance Company
601 Riverside Avenue, 12th Floor
Jacksonville, FL 32204

Multiple Products or Service

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending on which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, but telephone or any other means;
- Information about your transaction with us, our affiliated companies, or other; and
- Information we receive a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non affiliated party. Therefore, we will not release your information to non affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purposes, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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depicted in the submittal dated April 1, 2021 and as presented to the City, to Shorelands Commerce Park (SCP), with the following reasons for action. Commissioner Hayman seconded the motion, which passed by unanimous vote (7-0).

Reasons for Action:

- a. The Planning Commission finds that there has been a sufficient review and consideration of the criteria found in CZC Section 12.21.080(e).
- b. The Planning Commission finds that the zone map amendment is substantially consistent with the goals of the General Plan, as described in the staff report.
- c. The Planning Commission finds the request for SCP Zoning designation is appropriate.

**PUBLIC HEARING – CONCEPTUAL SITE PLAN – PASTURE BUSINESS PARK
PHASE 3**

Final Site Plan approval was given on April 25, 2012 for a three-phase development known as The Pasture Business Park. The applicants since purchased an additional piece of property, parcel 06-003-0055 (see previous agenda item) and subsequently redesigned the third phase of development, causing a need for conceptual and final review by the Planning Commission. Ms. Wood presented the proposed Conceptual Site Plan. Mr. Salmon added that conceptual architecture and colors would match Phases One and Two.

Chair Daly opened a public hearing at 7:21 p.m., and closed the public hearing seeing that no one wished to comment. Commissioner Wilcox made a **motion** to approve Conceptual Site Plan for The Pasture Business Park Phase 3 at approximately 1230 North 1300 West with the following directives. Commissioner Summerhays seconded the motion, which passed by unanimous vote (7-0).

Directives:

1. Provide Army Corps of Engineers letter for mitigation of wetlands on parcel -06-003-0055.
2. Provide a lighting plan addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and addressing the expected illumination levels within, at, and beyond the property lines.
3. Submit an irrigation plan depicting how the different types of plantings will be irrigated and maintained.
4. Provide landscaping materials and design consistent with landscape approval and design book submittal of April 25, 2012.
5. All building colors and materials used within the Pasture's project shall comply with CZC 12.68.300, Shorelands Color Palette.

PUBLIC HEARING – SUMMERHILL LANE – PRELIMINARY SUBDIVISION

Community Development Director Cory Snyder presented a Preliminary Subdivision Plan for the Summerhill Lane Subdivision. City Engineer Kevin Campbell showed the north end of the City's Storm Drain Master Plan. He emphasized the City was gaining significant drainage improvements with the West Davis Corridor Project. He explained subdivision drainage design, and stated every lot in Summerhill Lane would have a privately owned and maintained drainage inlet box. Mr. Campbell said he believed the drainage system was well designed, and said he suspected any potential problems would be related to maintenance by the individual property owners.

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801)292-8232**

**STAFF REPORT
AGENDA: ITEM 2**

PROPERTY OWNER: SALMON HVAC

APPLICANT: SALMON HVAC
c/o CRAIG and TROY SALMON
1230 N 1300 W SUITE 5
CENTERVILLE, UT 84014
(csalmon at salmonhvac dot com)

PROPERTY LOCATION: 1230 N 1300 W

PARCEL SIZE: 5.05 ACRES

ZONING DISTRICT: SHORELANDS COMMERCE PARK

APPLICATION: CONCEPTUAL SITE PLAN

BACKGROUND

Final Site Plan approval was given on April 25, 2012 for a three-phase development known as The Pasture Business Park. The applicants have since purchased an additional piece of property, parcel 06-003-0055 (see 04.28.2021 Zoning Map Amendment application) and subsequently redesigned the third phase of development. These changes instigate the need to go through conceptual and final review by the Planning Commission.

CODE REQUIREMENTS

Table of Uses 12.36

Warehouse, limited and Office, General are both permitted uses in the Shorelands Commerce Park



Zone.

General Plan 12-480-6 West Centerville Neighborhood

Commercial, industrial, and a mix of residential uses are the preferred zones in the West Centerville Neighborhood. There are a mix of environment concerns listed in the General Plan in this area, namely wetlands, FEMA mapped floodplains, and the Davis County Shorelands Master Plan. As this project has already been approved following the majority of the General Plan considerations, staff does not see a problem as far as use or how this update will affect the area. Staff's concern is the wetlands in the area surrounding Bernard Creek (to the south of the project). The applicants received Army Corps of Engineer approval for original construction, but with the addition of land, and an update to the site plan staff believes a new Army Corps of Engineer review is required.

CZC 12.47.100 Design Pattern Book

Previously approved with the 2012 approval. New building architecture and landscaping are required to match the previous approval. Notes provided in documents state that building elevations and landscaping will match. Staff will need verification of the landscaping materials.

CZC 12.47.300 Shorelands Commerce Park Development Standards

	Required	Actual	Compliance
Distance between buildings	6 feet	36 feet +	YES
Maximum height, main building	35 feet	Not Provided	NO
Street Side Yard Setback	20 feet	20 feet +	YES
Hard Surfacing, maximum of lot or parcel	70%	44.56%	YES
Off-street Parking	108 stalls	117 Stalls	YES

Additionally, a lighting plan is required for the additional building and parcel. None have been provided and will be required as a directive for Final Site Plan.

CZC 12.68 Shorelands Commerce Park District Design Standards

Staff is operating under the assumption that the applicants plan to follow building and landscaping materials previously approved and provided in their Design Book. The colors of the main façade (tan and brown) appear to match the previous phases and the color palette provided in CZC 12.68.300. If the applicants choose another concept, a new design book will be required for review at Final Site Plan.

CZC 12.54 Signage

No signage has been proposed with this third building. All signage will go through the building permit process at time of installation, but staff also recommends requiring signage (wall signage or otherwise) to be presented during the final site plan stage of the approval process.

PLANNING STAFF RECOMMENDATIONS

I hereby make a motion to APPROVE the Conceptual Site Plan for The Pasture Business Park Phase 3 at approximately 1230 North 1300 West with the following directives:

1. Provide Army Corps of Engineers letter for mitigation of wetlands on parcel 06-003-0055.
2. Provide a lighting plan addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and addressing the expected illumination levels within, at, and beyond the property lines.
3. Submit an irrigation plan depicting how the different types of plantings will be irrigated and maintained.
4. Provide landscaping materials and design consistent with landscape approval and design book submittal of April 25, 2012.
5. All building colors and materials used within the Pasture's project shall comply with CZC 12.68.300, Shorelands Color Palette.

THE PASTURE: PHASE 3
NEW OFFICE / WAREHOUSE BUILDING FOR: PASTURE, LLC

1265 W 1275 N - CENTERVILLE, UT

Parcel #: 06-003-0049 & 06-003-0055

CONCEPTUAL SITE PLAN REVIEW SET

03/13/2021



R48

CONTACT INFORMATION:

OWNER - TROY SALMON:
SALMON HVAC
1230 NORTH 1300 WEST, SUITE 5
CENTERVILLE, UTAH 84014
Phone: 801-397-0030
Email: Troy@SalmonHVAC.com

CIVIL ENGINEER - Scott Argyle:

ENTELLUS, INC
181 NORTH 200 WEST, SUITE 4
BOUNTIFUL, UT 84010
Phone: (801) 298-2236

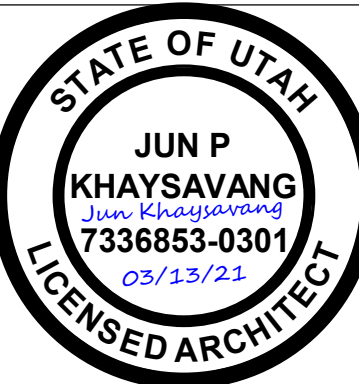
NEW BLDG. GROSS AREA

LEVEL	AREA
1st FLOOR	7,859 SF
GRAND TOTAL	7,859 SF

REVISIONS

NO.	DATE	DESCRIPTION

CONCEPTUAL
SITE PLAN
REVIEW SET



Project:

THE PASTURE: PHASE 3
NEW OFFICE / WAREHOUSE
BUILDING FOR:

PASTURE, LLC

1265 W 1275 N - CENTERVILLE, UT

COVER SHEET /
GENERAL INFO

Project Number

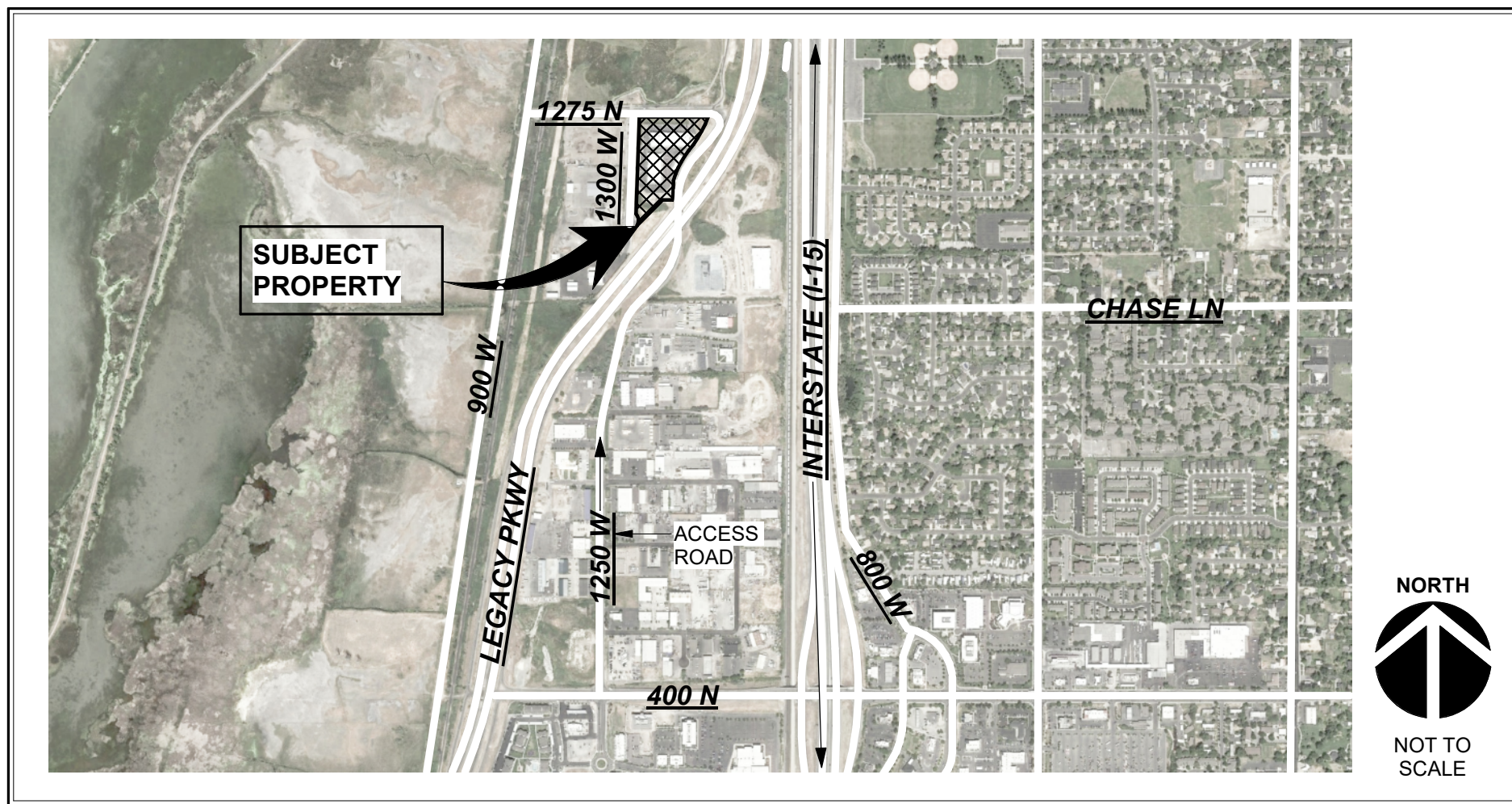
Date 03/13/2021

Drawn By R48

Checked By R48

Scale As indicated

VICINITY MAP



GRAPHIC KEY

	ASPHALT (PLAN VIEW)		BATT INSULATION		STONE (CUT VIEW)
	ASPHALT (CUT VIEW)		RIGID INSULATION BOARD		STEEL
	CONCRETE (PLAN VIEW)		GYPSUM BOARD		TILE
	CONCRETE (CUT VIEW)		PLYWOOD		EARTH
	GRAVEL (CUT VIEW)		FINISH LUMBER		EXISTING (PLAN VIEW)
	CONCRETE BLOCK (CMU)		ALUMINUM		EXISTING (CUT VIEW)

PROJECT
DESCRIPTION

PHASING NARRATIVE:

PHASE 3 WILL CONSIST OF THE CONSTRUCTION OF "BUILDING 3", REQUIRED GRADING & PAVING AND ASSOCIATED UTILITIES AS SHOWN ON THE PLANS.

SHEET INFORMATION

DRAWING INDEX

SHEET NO	SHEET NAME
000 - GENERAL	000 COVER SHEET / GENERAL INFO
200 - CIVIL	C100 COVER & INDEX
	C101 NOTES & LEGEND
	V200 TOPOGRAPHIC PLAN
	C300 DEMOLITION PLAN
	C400 SITE PLAN
	C900 DETAIL SHEET
	EC100 EROSION CONTROL PLAN
300 - SITE	AS100 ARCHITECTURAL SITE PLAN
500 - ARCHITECTURAL	A200 EXTERIOR ELEVATIONS
TOTAL SHEETS: 10	

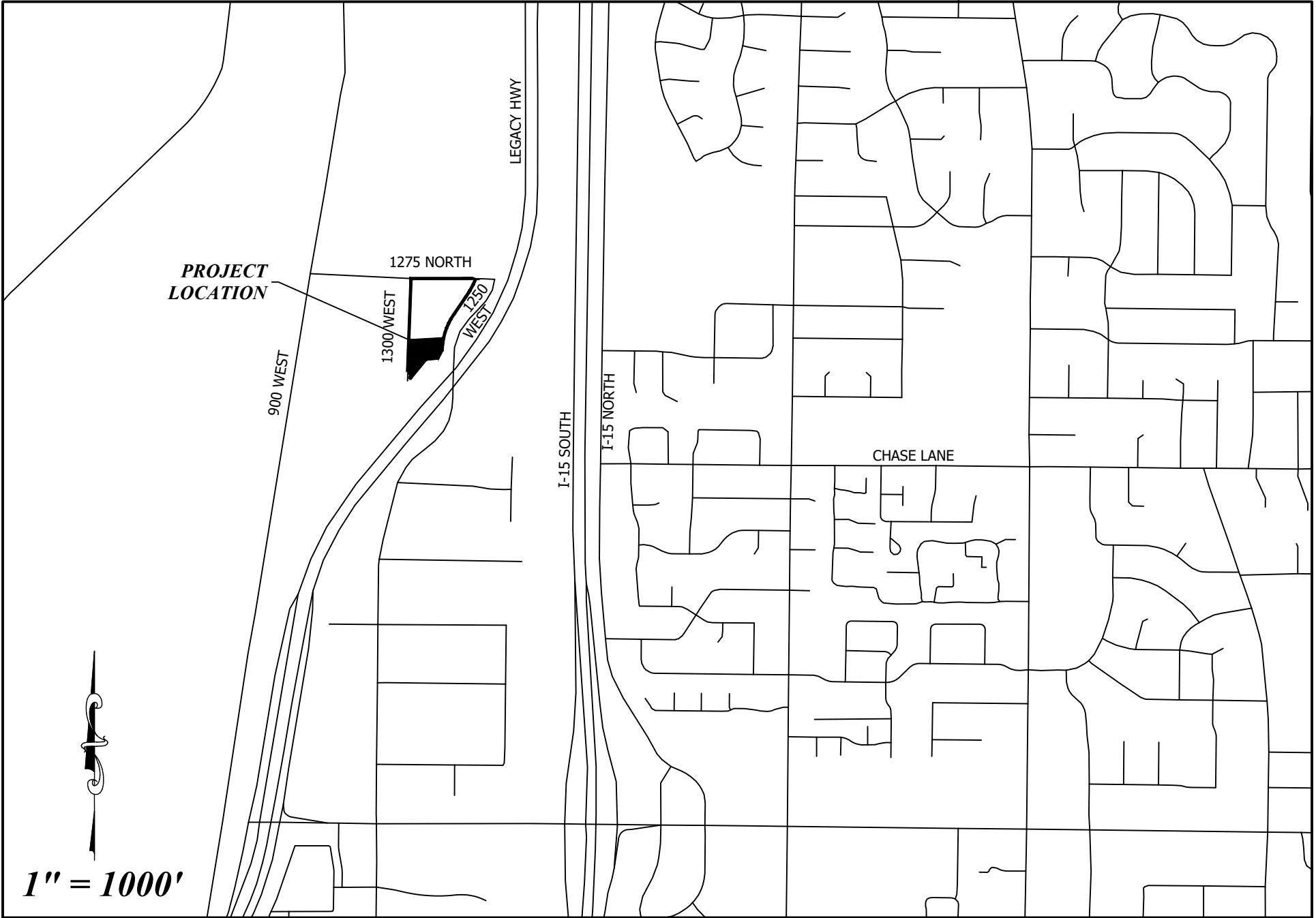
STANDARD SYMBOLS

NORTH ARROW DIRECTION OF PROJECT NORTH DIRECTION OF TRUE NORTH EXTERIOR ELEVATION SOUTH/A300 SHEET DESIGNATION ELEVATION DESIGNATION	BUILDING SECTION SECTION DESIGNATION SHEET DESIGNATION WALL SECTION SECTION DESIGNATION SHEET DESIGNATION INTERIOR ELEVATION ELEVATION DESIGNATION SHEET DESIGNATION	DETAIL SECTION SECTION DESIGNATION SHEET DESIGNATION WINDOW SYMBOL WINDOW TYPE DOOR SYMBOL DOOR MARK ROOM LABEL ROOM NAME NUMBER	WALL/PARTITION SYMBOL PARTITION TYPE REFERENCE SHEET NOTE REFERENCE NUMBER VIEW REFERENCE VIEW TITLE SCALE ELEVATION DESIGNATION REFERENCE ELEVATION
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SALMON HVAC

1265 WEST 1275 NORTH
THE PASTURE PHASE 3
LOCATED IN THE SE 1/4 OF SECTION 1, T.1 N., R.1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

VICINITY MAP



Sheet List Table

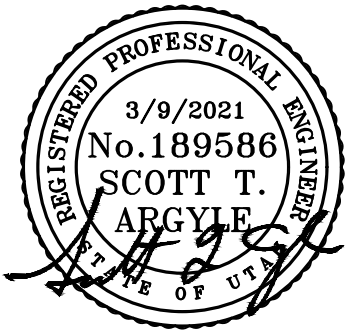
Sheet Number	Sheet Title
C100	COVER & INDEX
C101	NOTES & LEGEND
V200	TOPOGRAPHIC PLAN
C300	DEMOLITION PLAN
C400	SITE PLAN
C900	SITE DETAIL
EC100	EROSION CONTROL PLAN

BENCHMARK
ELEVATION

TOP OF GRATE
4217.42'



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



REV #	BY	DATE
1	XXX	12/11/2020

CIVIL	XXX 12/11/2020
SURVEY	JRC 12/11/2020
ENGINEER	STA 12/11/2020

Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address: -
Email: troy@salmonhvac.com

SALMON HVAC

1943001

H:\1943001\d_production\Civil\04_Plan Set

GENERAL NOTES	UTILITY NOTES	GRADING NOTES	LEGEND	LEGEND	LEGEND	ABBREVIATIONS
1. ALL IMPROVEMENTS SHALL COMPLY WITH THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY. CONTACT THE PUBLIC WORKS OFFICE BEFORE BEGINNING. 2. CONTRACTOR TO FIELD VERIFY LOCATION, SIZE, AND AVAILABILITY OF EXISTING UTILITIES. UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE. SEE UTILITY NOTE 3. 3. ALL DIMENSIONS ARE IN FOOT UNITS AND ARE TO THE TOP BACK OF CURB UNLESS SHOWN OR NOTED OTHERWISE. 4. PROVIDE HANDICAP RAMPS AT ENDS OF WALKWAYS. END 0.1' ABOVE FLOWLINE OF CURB. 5. CURB AND GUTTER SHALL BE AS PER APWA STD DWG NO 205 TYPE A. 6. UTILITY INFORMATION INDICATED ON DRAWING IS BASED UPON VISUAL OBSERVATION OR INFORMATION FURNISHED BY MUNICIPAL AUTHORITIES WHICH MAY NOT BE VALID. LATERAL LOCATIONS AND ELEVATIONS ARE ASSUMED. SEE UTILITY NOTE 3. 7. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A QUALIFIED SOILS ENGINEER WHO SHALL VERIFY THAT ALL FILL HAS BEEN PLACED IN ACCORDANCE WITH PROVISIONS IN CURRENT INTERNATIONAL BUILDING CODE. 8. COMPACTION TEST REPORTS SHALL BE MADE AVAILABLE TO THE ENGINEER WITHIN 24 HOURS OF A REQUEST. FINAL REPORTS AS SPECIFIED IN CURRENT INTERNATIONAL BUILDING CODE SHALL BE SUBMITTED TO THE ENGINEER WITHIN TEN DAYS AFTER COMPLETION OF GRADING. 9. ALL STORM DRAIN PIPE SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS AND THE LOCAL GOVERNING MUNICIPALITY'S STANDARDS AND SPECIFICATIONS. 10. STORM DRAIN PIPE WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S SPECIFICATIONS. PRIVATE STORM DRAIN PIPE OPTIONS SHALL CONSIST OF THE FOLLOWING MATERIALS. 1. PVC PIPE, ASTM D3034, SDR 35, BELL & SPIGOT TYPE. 2. RCP PIPE, CLASS 3, BELL & SPIGOT TYPE. 3. HIGH DENSITY CORRUGATED POLYETHYLENE SMOOTH INTERIOR PIPE, ASTM D3350 WITH WATERTIGHT JOINTS. 11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CHECK CONDITIONS AT THE SITE BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES. 12. TYPICAL DETAILS SHALL APPLY IN GENERAL CONSTRUCTION UNLESS SPECIFICALLY DETAILED. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION WILL BE AS FOR SIMILAR WORK. DO NOT SCALE DRAWINGS. 13. ANY OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED. 14. PIPE BEDDING SHALL BE 3/8" MAXIMUM AGGREGATE. USE 3/4" MAXIMUM SIZE ROAD BASE FOR BACKFILL MATERIAL. COMPACT TO 95% STANDARD PROCTOR DENSITY. MAXIMUM LIFT 8 INCHES. 15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC AND OSHA STANDARDS. 16. ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS 2007 EDITION WITH ALL PERTINENT SUPPLEMENTS AND AMENDMENTS AND THE MANUAL OF STANDARD PLANS 2007 EDITION. SAID STANDARD SPECIFICATIONS AND PLANS SHALL BE THE REQUIREMENTS. 17. IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THE WORK TO BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORITY FROM THE OWNER AND/OR ENGINEER. 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR REINSPECTION SHALL BE PAID FOR BY THE CONTRACTOR. 19. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. 20. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.	1. ALL SERVICE LATERALS SHALL BE EXTENDED 2 FEET PAST THE 10 FOOT P.U.E. 2. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL GOVERNING MUNICIPALITY DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS 3. LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS TO FIELD VERIFY CONNECTION POINTS WITH EXISTING UTILITIES, INCLUDING LOCATIONS AND INVERT ELEVATIONS OF ALL EXISTING STRUCTURES OR PIPES, BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO REMAIN. 4. CONTRACTOR IS RESPONSIBLE TO EXPOSE ALL UTILITY SERVICES STUBBED INTO PROJECT PROPERTY AND GIVE ENTELLUS. 48 HOURS PRIOR NOTICE SO ENTELLUS CAN VERIFY DEPTHS AND INVERT ELEVATIONS TO DETERMINE IF CONFLICTS EXIST. ALSO ANY EXISTING UTILITIES THAT RUN ACROSS PROJECT PROPERTY WHICH MAY CAUSE POTENTIAL CONFLICT NEED TO BE EXPOSED AND LOCATED BOTH HORIZONTALLY AND VERTICALLY. CONTRACTOR PROCEEDS AT OWN RISK IF ENTELLUS IS NOT NOTIFIED TO FIELD VERIFY THE ABOVE MENTIONED CONDITIONS. 5. CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL DRAWINGS WHERE APPLICABLE. 6. NO GROUNDWATER OR DEBRIS TO BE ALLOWED TO ENTER THE NEW PIPE DURING CONSTRUCTION. THE OPEN END OF ALL PIPES IS TO BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAYS WORK. 7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS. 8. ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS. 9. ALL SEWER LINES AND LATERALS ARE TO BE SDR 35 PVC PIPE. 10. SEWER LATERALS WILL BE INSTALLED AT A UNIFORM SLOPE OF NOT LESS THAN 2% GRADE AND THEY SHALL HAVE A MINIMUM OF 4 FEET OF COVER, UNLESS OTHERWISE NOTED. 11. ALL NEW CULINARY AND IRRIGATION WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS. 12. WATER LINES TO BE PVC C-900. WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSLINGS SHALL MEET STATE HEALTH STANDARDS. (MECHANICAL JOINTS REQUIRED WHEN LESS THAN 18" VERTICAL OR 10' HORIZONTAL SEPARATION FROM SEWER LINES.) 13. ALL WATER LINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 1-1/2" MINIMUM UNLESS OTHERWISE NOTED. 14. WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE; CORP. STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUTOFF VALVE IN BOX NEAR BUILDING EDGE. 15. ALL WATER LINES SHALL BE A MINIMUM 48" BELOW FINISH GROUND TO TOP OF PIPE. ALL VALVE BOXES AND MANHOLES SHALL BE RAISED OR LOWERED TO FINISH GRADE AND SHALL INCLUDE A CONCRETE COLLAR IN PAVED AREAS. 16. CONTRACTOR TO NOTIFY PUBLIC UTILITIES FOR CHLORINE TEST PRIOR TO FLUSHING LINES. CHLORINE LEFT IN PIPE 24 HOURS MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION, FLUSHING, PRESSURE TESTING, BACTERIA TESTING, ETC. TO BE COORDINATED WITH LOCAL GOVERNING MUNICIPALITY. ALL TESTS TO BE IN ACCORDANCE WITH AWWA STANDARDS. 17. BOTTOM FLANGE OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4" INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 6" LINE VALVE, AND HYDRANT COMPLETE TO MEET CITY STANDARDS. 18. ALL NEW STORM DRAIN/LAND DRAIN CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS. 19. ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR EQUAL, UNLESS OTHERWISE NOTED. 20. CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO DOMINION ENERGY GAS FOR DESIGN OF GAS SERVICE TO BUILDINGS/LOTS. CONTRACTOR TO COORDINATE WITH DOMINION ENERGY GAS FOR CONTRACTOR LIMITS OF WORK VERSUS DOMINION ENERGY GAS LIMITS. 21. ALL GAS LINE TAPS TO BE HDPE WITH COPPER TRACER WIRE AND DETECTA TAPE. TERMINATE TRACER WIRE AT APPROVED LOCATIONS. 22. ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO-FUSION TECHNOLOGY. 23. ALL ELECTRICAL CONDUITS/LINES TO BE PVC SCH 40 OR BETTER. 24. ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER. 25. CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO COMCAST FOR DESIGN OF CABLE TV SERVICE TO BUILDINGS/LOTS. CONTRACTOR TO COORDINATE WITH COMCAST FOR CONTRACTOR LIMITS OF WORK VERSES COMCAST LIMITS. 26. CONTRACTOR IS TO COORDINATE LOCATIONS OF NEW TELEPHONE SERVICE TO NEW BUILDINGS OR LOTS WITH CENTURYLINK. A PVC CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE IS REQUIRED FOR SERVICE THROUGH PROPERTY. COORDINATE SIZES AND LOCATION WITH CENTURYLINK. 27. ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING AGENCY/DISTRICT STANDARDS AND SPECIFICATIONS: WATER - CENTERVILLE CITY SEWER - CENTERVILLE CITY STORM DRAIN - CENTERVILLE CITY IRRIGATION - CENTERVILLE CITY ELECTRICAL - ROCKY MOUNTAIN POWER TELEPHONE - CENTURYLINK NATURAL GAS - DOMINION ENERGY	1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING IT WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 95% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS. REPORT. 2. THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THE PROJECT. SPECIFIC DETAILS SHOWN SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES. 3. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. 4. IF AT ANY TIME DURING CONSTRUCTION ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, WORK IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED FROM THE ENGINEER. 5. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS/HER OWN ESTIMATE OF EARTHWORK QUANTITIES. 6. WHERE NEW CURB AND GUTTER IS BEING CONSTRUCTED ADJACENT TO EXISTING ASPHALT OF CONCRETE PAVEMENT, THE FOLLOWING SHALL APPLY: • PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR VERIFY THE GRADE AND CROSS SLOPE OF THE CURB AND GUTTER FORMS. • THE CONTRACTOR SHALL SUBMIT THE SLOPE AND GRADES TO THE ENGINEER FOR APPROVAL PRIOR TO THE PLACEMENT OF CONCRETE. • THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY SECTION WHICH DOES NOT CONFORM TO THE DESIGN OR TYPICAL CROSS SECTION. • THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CURB AND GUTTER POURS WITHOUT THE APPROVAL OF THE ENGINEER.	SECTION CORNER MONUMENT 30.82 30.82 EXISTING SPOT ELEVATION 30.82 30.82 PROPOSED SPOT ELEVATION GRADE DOWNWARD GRADE (4258) 4258 EXISTING INDEX CONTOUR EXISTING MINOR CONTOUR PROPOSED CONTOUR PROPOSED MINOR CONTOUR LOT OR BOUNDARY LINE PUBLIC UTILITY EASEMENT BUILDABLE AREA SETBACK CENTER LINE OF ROAD EXISTING FENCE PROPOSED FENCE EXISTING BUILDING PROPOSED BUILDING EXISTING ASPHALT PROPOSED ASPHALT EXISTING CONCRETE PROPOSED CONCRETE EXISTING CURB & GUTTER PROPOSED CURB & GUTTER ADA PARKING STREET LIGHT LIGHT POLE POWER POLE TELEPHONE POLE UTILITY POLE STREET SIGN EXISTING RETAINING WALL PROPOSED RETAINING WALL EXISTING ROCK WALL PROPOSED ROCK WALL EXISTING FIBER OPTIC PROPOSED FIBER OPTIC EXISTING NATURAL GAS PROPOSED NATURAL GAS EXISTING POWER PROPOSED POWER EXISTING OVERHEAD POWER PROPOSED OVERHEAD POWER EXISTING UNDERGROUND POWER PROPOSED UNDERGROUND POWER EXISTING TELEPHONE PROPOSED TELEPHONE EXISTING IRRIGATION LINE PROPOSED IRRIGATION LINE IRRIGATION MANHOLE IRRIGATION METER BLOWOFF VALVE TEE ELBOW REDUCER THRUST BLOCK	EXISTING WATER LINE PROPOSED WATER LINE EXISTING FIRE PROTECTION PROPOSED FIRE PROTECTION WATER MANHOLE WATER METER FIRE HYDRANT BLOWOFF VALVE TEE ELBOW REDUCER THRUST BLOCK EXISTING SEWER LINE PROPOSED SEWER LINE SEWER MANHOLE EXISTING LAND DRAIN PROPOSED LAND DRAIN LAND DRAIN MANHOLE EXISTING STORM DRAIN PROPOSED STORM DRAIN STORM DRAIN MANHOLE CATCH BASIN / CLEANOUT CURB INLET	DIAMETER DELTA DEGREES MINUTES, FEET SECONDS, INCHES AMERICAN DISABILITIES ACT AMERICAN PUBLIC WORKS ASSOCIATION ARCHITECT, ARCHITECTURAL AMERICAN SOCIETY FOR TESTING AND MATERIALS AMERICAN WATER WORKS ASSOCIATION BAR & CAP BOUNDARY LINE AGREEMENT BUILDING BENCHMARK BOUNDARY BACK OF WALK BEARING BUTTERFLY VALVE CURB AND GUTTER CATCH BASIN CHORD CHORD BEARING CAST IRON CAST IN PLACE CENTERLINE CORRUGATED METAL PIPE CLEANOUT COMMUNICATIONS CONCRETE CONSTRUCTION CULINARY CULINARY WATER CULINARY WATERLINE DEMOLITION DUCTILE IRON DIAMETER DISTANCE DRAWING EAST, ELECTRICITY, ELECTRICAL EASEMENT EXISTING GRADE ELBOW ELECTRICAL ELEVATION EDGE OF ASPHALT END VERTICAL CURVE END VERTICAL CURVE ELEVATION END VERTICAL CURVE STATION EXISTING FINISH FLOOR ELEVATION FINISH GRADE FIRE HYDRANT FLOWLINE FND FOUNDATION FIRE PROTECTION FOOTING GAS, NATURAL GAS GRADE BREAK GATE VALVE HIGH-DENSITY POLYETHYLENE PIPE SALT LAKE HIGH POINT HIGH POINT ELEVATION	HPS ID INSIDE DIAMETER INVERT ELEVATION INVERT IRRIGATION IRRIGATION MANHOLE K LENGTH LATERAL SERVICE LAT LAND DRAIN LAND DRAIN MANHOLE LF LINEAL FEET LIP OF GUTTER LG LOW POINT LP LOW POINT ELEVATION LPE MECHANICAL <

EXISTING CURB & GUTTER

PROPOSED CURB & GUTTER

ADA PARKING

STREET LIGHT

LIGHT POLE

POWER POLE

TELEPHONE POLE

UTILITY POLE

STREET SIGN

EXISTING RETAINING WALL

PROPOSED RETAINING WALL

EXISTING ROCK WALL

PROPOSED ROCK WALL

EXISTING FIBER OPTIC

PROPOSED FIBER OPTIC

EXISTING NATURAL GAS

PROPOSED NATURAL GAS

EXISTING POWER

PROPOSED POWER

EXISTING OVERHEAD POWER

PROPOSED OVERHEAD POWER

EXISTING UNDERGROUND POWER

PROPOSED UNDERGROUND POWER

EXISTING TELEPHONE

PROPOSED TELEPHONE

EXISTING IRRIGATION LINE

PROPOSED IRRIGATION LINE

IRRIGATION MANHOLE

IRRIGATION METER

BLOWOFF

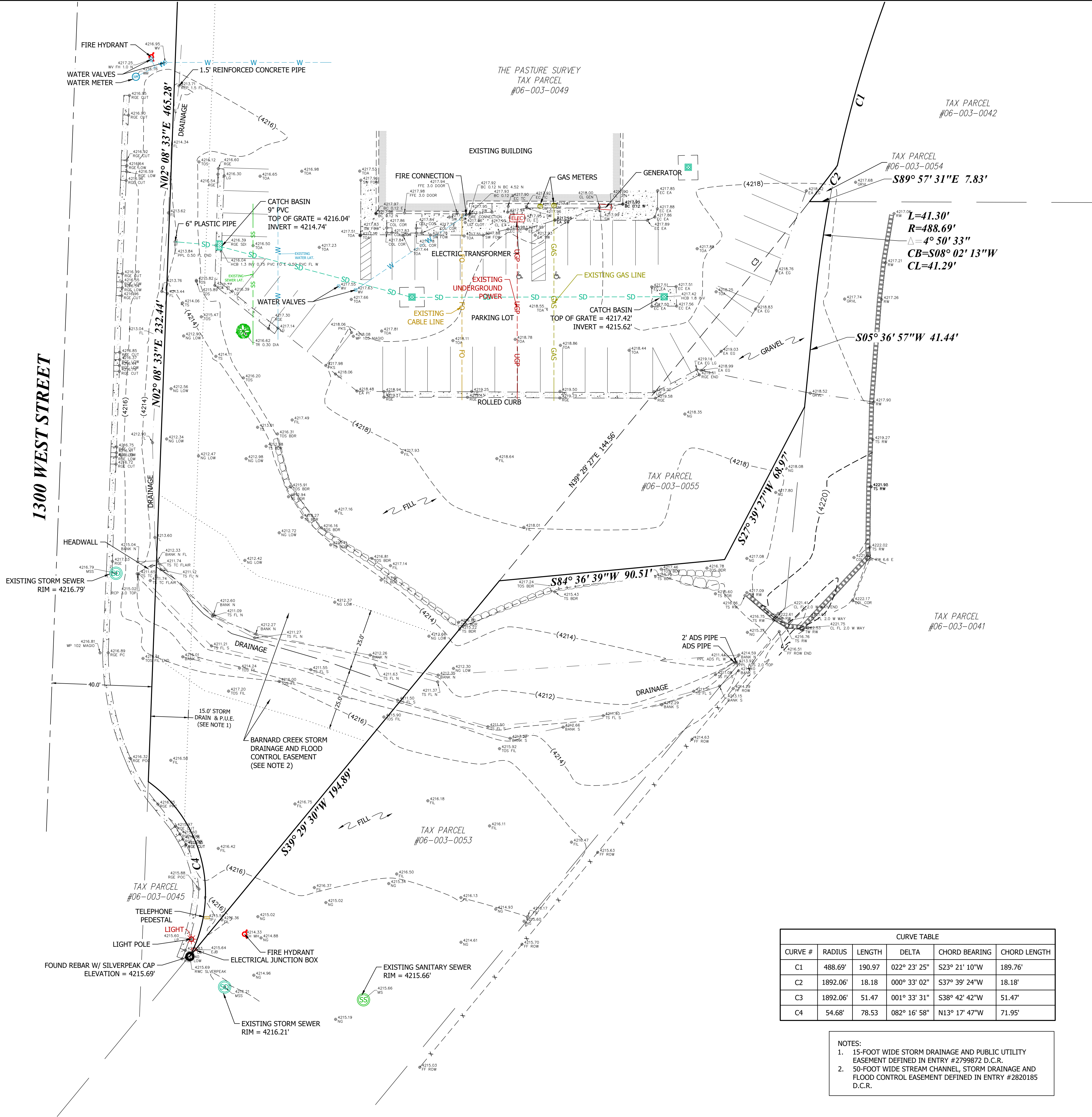
VALVE

TEE

ELBOW

REDUCER

THRUST BLOCK



TOPOGRAPHIC PLAN

THIS DRAWING IS FOR TOPOGRAPHICAL INFORMATION ONLY. ALL BOUNDARIES AND EASEMENTS ARE APPROXIMATE AND ARE BASED SOLELY ON THE INFORMATION AVAILABLE ON THE SUBDIVISION PLAT OR OTHERWISE PROVIDED TO THE SURVEYOR.

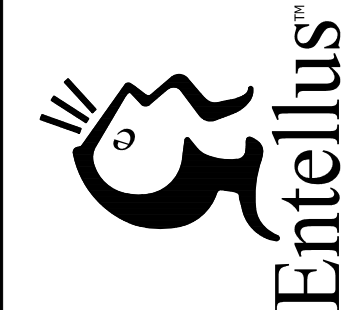
LEGEND

PROPERTY LINE	—
ADJACENT PROPERTY	—
CENTERLINE	—
EASEMENT LINE	—
EDGE OF PAVEMENT	—
CURB, GUTTER, SIDEWALK	—
WIRE FENCE LINE	- x - x -
WATER LINE	- W - - - W -
FLOW LINE	- - -
EARTHEN BANK	- - -
STORM DRAIN LINE	- SD - - - SD -
PARKING	- - -
RETAINING WALL	
ROCK WALL	

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	488.69'	190.97'	022° 23' 25"	S23° 21' 10"W	189.76'
C2	1892.06'	18.18'	000° 33' 02"	S37° 39' 24"W	18.18'
C3	1892.06'	51.47'	001° 33' 31"	S38° 42' 42"W	51.47'
C4	54.68'	78.53'	082° 16' 58"	N13° 17' 47"W	71.95'

- NOTES:
- 15-FOOT WIDE STORM DRAINAGE AND PUBLIC UTILITY EASEMENT DEFINED IN ENTRY #2799872 D.C.R.
 - 50-FOOT WIDE STREAM CHANNEL, STORM DRAINAGE AND FLOOD CONTROL EASEMENT DEFINED IN ENTRY #2820185 D.C.R.

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

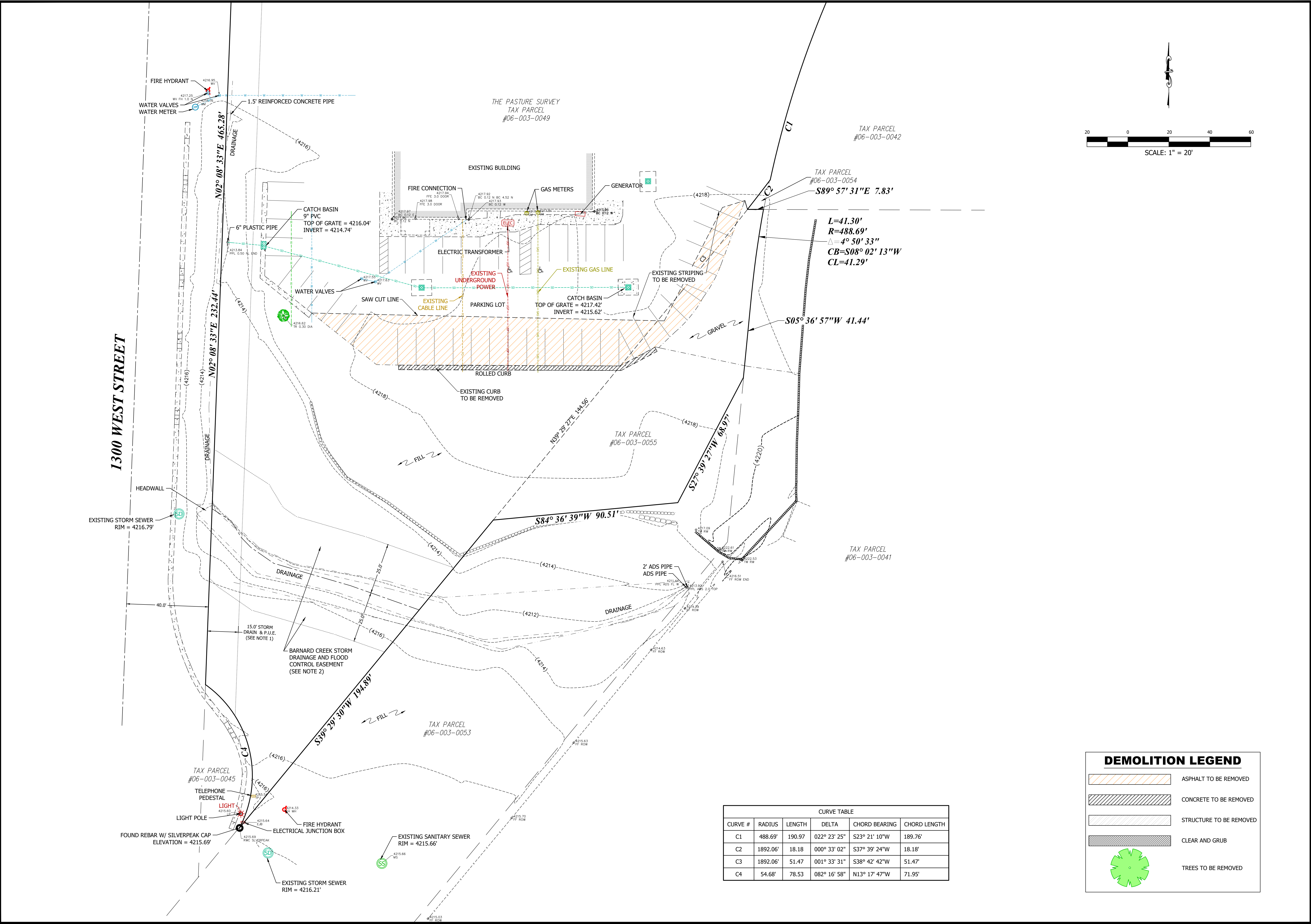


SALMON HVAC

THE PASTURE PHASE 3
TAX PARCEL #06-003-0049 & #06-003-0055
LOCATED IN THE SOUTHEAST 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE, DAVIS COUNTY, UT-14

DRAWN: JAF 01/19/2021
APPROVED: JRC 01/19/2021
PROJECT #: 1943001
TOPO 1943001.dwg

V200
TOPOGRAPHIC SURVEY



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	488.69'	190.97	022° 23' 25"	S23° 21' 10"W	189.76'
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C3	1892.06'	51.47	001° 33' 31"	S38° 42' 42"W	51.47'
C4	54.68'	78.53	082° 16' 58"	N13° 17' 47"W	71.95'

DEMOLITION LEGEND

ASPHALT TO BE REMOVED

CONCRETE TO BE REMOVED

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

Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address :
Email: troy@salmonhvac.com

SALMON HVAC

THE PASTURE PHASE 3
1265 WEST 1275 NORTH
LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B. & M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

REV #	COMMENT	DATE

DRAWN: XXX

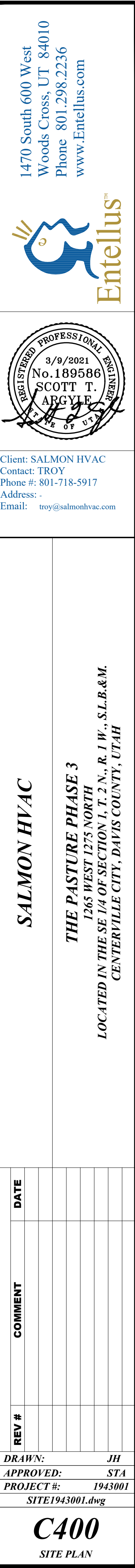
APPROVED: STA

PROJECT #: 1943001

SITE1943001.dwg

C300

DEMOLITION PLAN



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



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



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



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



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



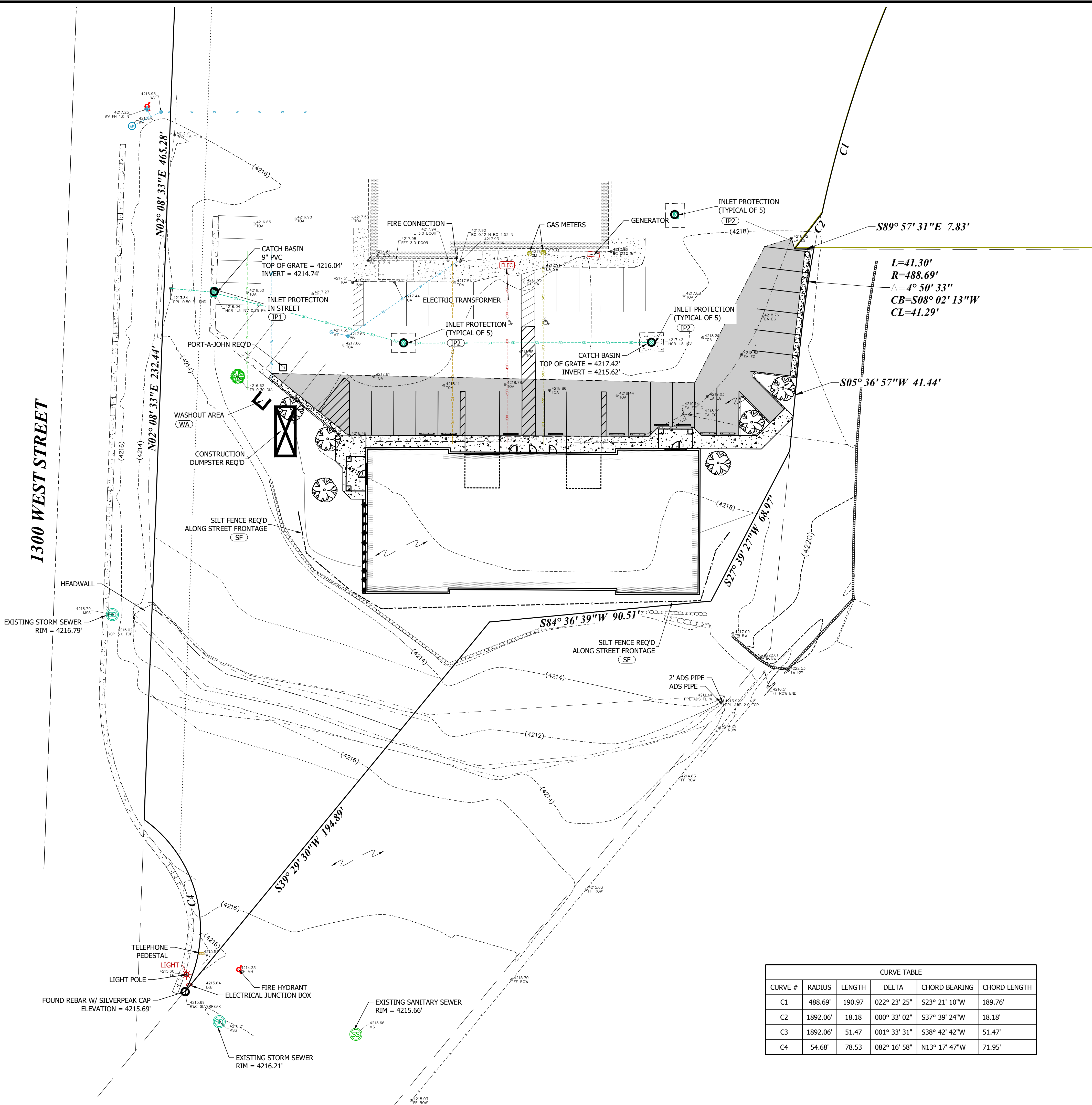
Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address: -
Email: troy@salmonhvac.com

1265 WEST 1275 NORTH
LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

DRAWN:	JH
APPROVED:	STA
PROJECT #:	1943001
SITE1943001.dwg	

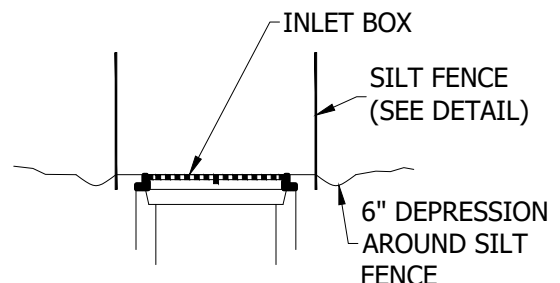
C900

SITE DETAILS

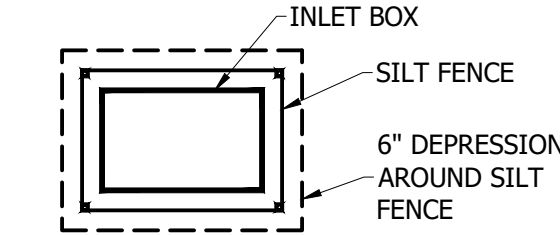


CONSTRUCTION NOTES

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY LOCAL, STATE, AND FEDERAL PERMITS PRIOR TO COMMENCING CONSTRUCTION.
2. CONTRACTOR TO MAINTAIN A COPY OF THE SWPPP ON SITE.
3. CONTRACTOR TO INSPECT SITE TO ENSURE THE SWPPP IMPROVEMENTS ARE IN PLACE AND FUNCTIONAL.
4. CONTRACTOR TO MAINTAIN TEMPORARY EROSION AND SEDIMENT CONTROLS AND HOUSEKEEPING MEASURES.
5. ALL SOLID WASTE SHALL BE STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER SHALL MEET ALL STATE AND LOCAL WASTE MANAGEMENT REGULATIONS.
6. ALL HAZARDOUS WASTE SHALL BE DISPOSED OF IN THE MANNER AS SPECIFIED BY THE MANUFACTURER AND STATE AND LOCAL REGULATIONS.
7. A WASHOUT AREA SHALL BE CONSTRUCTED FOR THE TEMPORARY COLLECTION OF EXCESS CONCRETE AND NON-STORM WATER DISCHARGES FROM VEHICLE WASHING. THE CONCRETE WILL BE TAKEN TO THE CITY LANDFILL WITHIN 1 WEEK OF PLACING IN THE WASHOUT AREA.
8. A STABILIZED CONSTRUCTION ENTRANCE WILL BE CONSTRUCTED TO REDUCE VEHICLE TRACKING OF SEDIMENTS ONTO PUBLIC RIGHT OF WAYS. THE PAVED STREET ADJACENT TO THE SITE ENTRANCE WILL BE SWEEP DAILY TO REMOVE EXCESS DIRT.
9. INSPECTION SHALL BE MADE MONTHLY AND WITHIN 24 HOURS AFTER A RAINFALL EVENT OF 0.5 INCHES OR GREATER. ALL NON-STORM WATER FLOWS SHALL BE DIRECTED TOWARD THE WASHOUT AREA OR SEDIMENT BASIN. THE SWPPP WILL BE REVISED AS SITE CONDITIONS AND PROJECT WARRANTS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND SWEEPING PUBLIC STREETS ON A DAILY BASIS, OR MORE IF NECESSARY.
11. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ADEQUATE DUST CONTROL THROUGHOUT THE COURSE OF THE PROJECT.

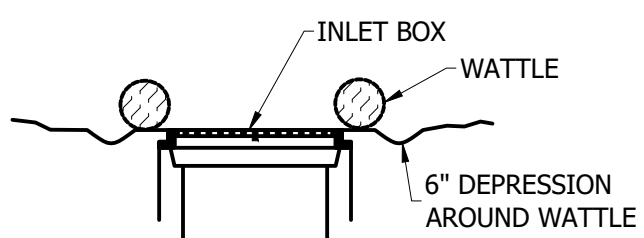


PROFILE VIEW

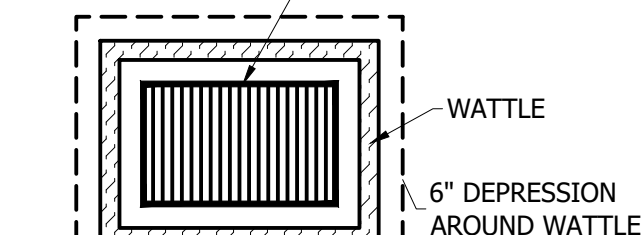


PLAN VIEW

IP1 INLET PROTECTION
EC100 TYPICAL
N.T.S.

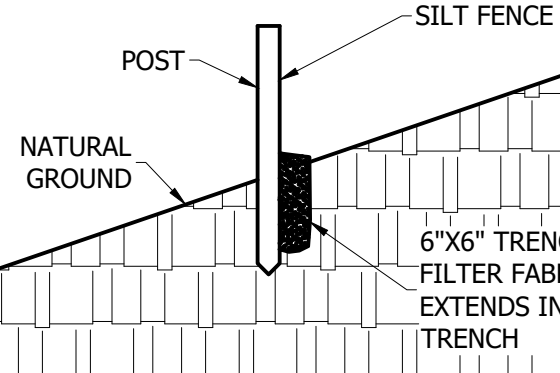


PROFILE VIEW



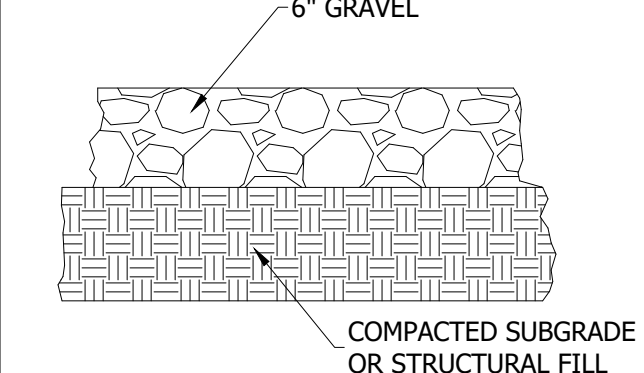
PLAN VIEW

IP2 INLET PROTECTION
EC100 TYPICAL
N.T.S.



SILT FENCE

EC100 TYPICAL
N.T.S.



WASHDOWN AREA

EC100 TYPICAL
N.T.S.

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	488.69'	190.97	022° 23' 25"	S23° 21' 10"W	189.76'
C2	1892.06'	18.18	000° 33' 02"	S37° 39' 24"W	18.18'
C3	1892.06'	51.47	001° 33' 31"	S38° 42' 42"W	51.47'
C4	54.68'	78.53	082° 16' 58"	N13° 17' 47"W	71.95'

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

Entellus
REGISTERED PROFESSIONAL ENGINEER
3/9/2021
No. 189586
SCOTT T. ARGYLE
Client: SALMON HVAC
Contact: TROY
Phone #: 801-718-5917
Address :
Email: troy@salmonhvac.com

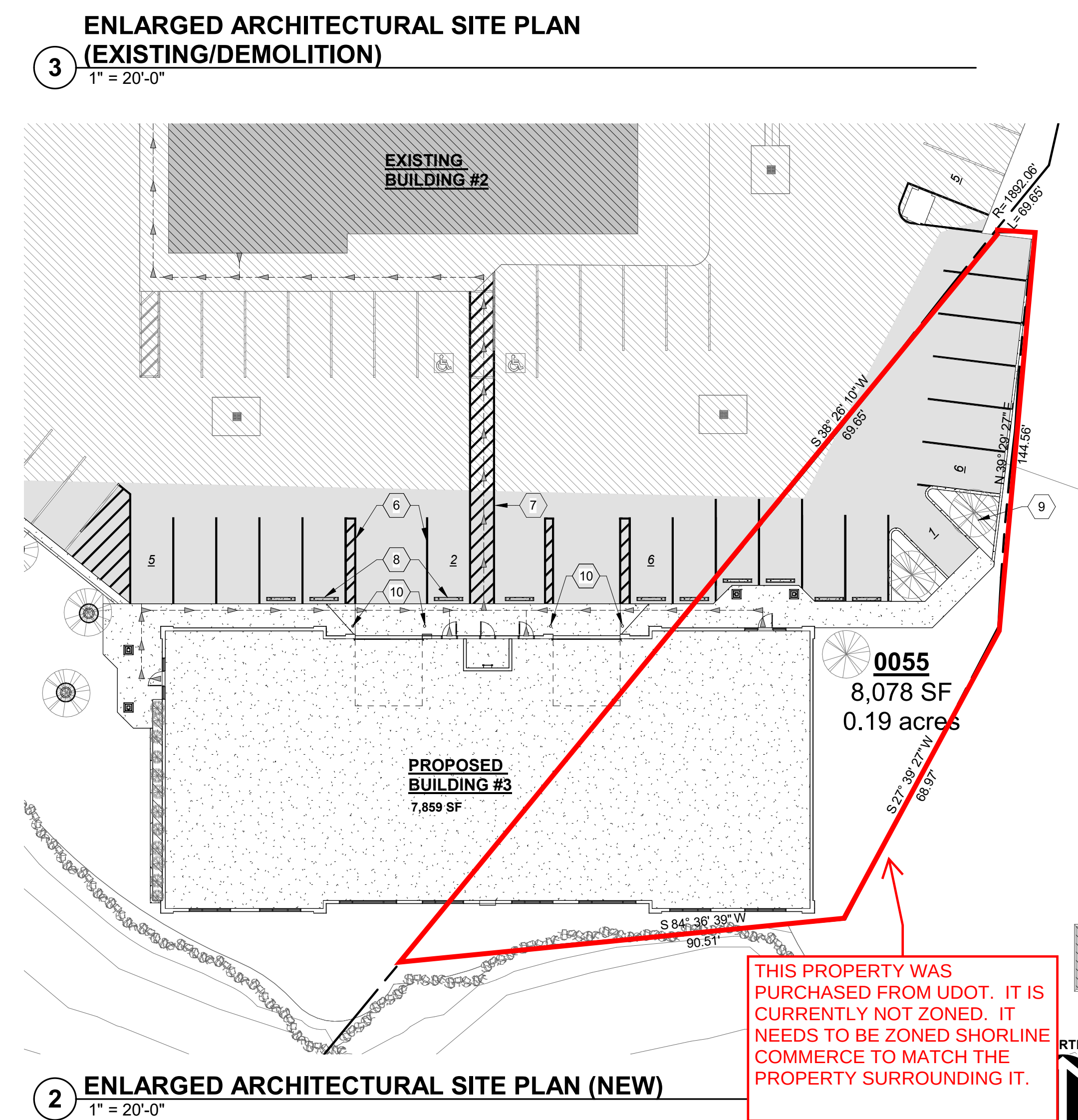
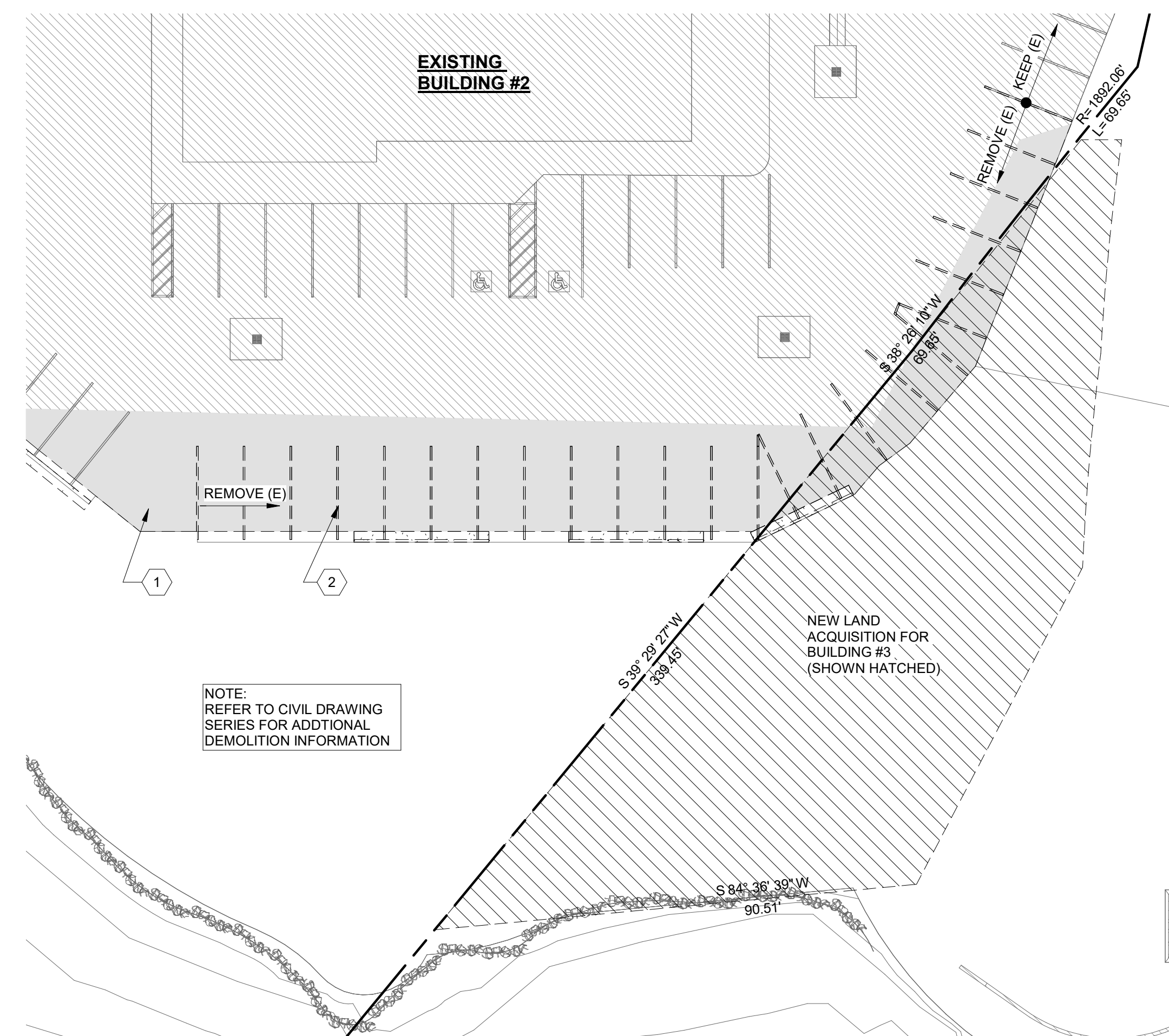
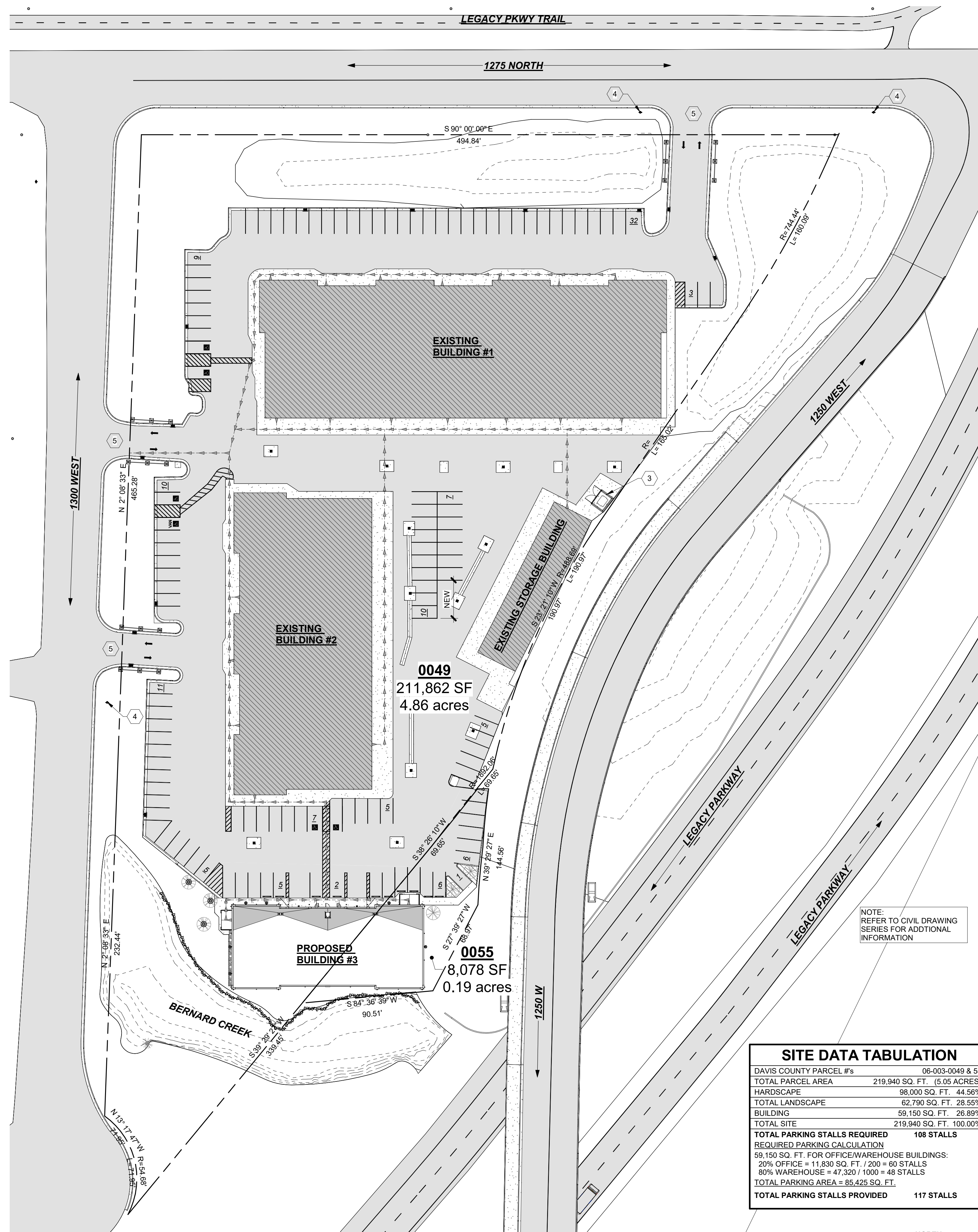
SALMON HVAC

THE PASTURE PHASE 3
1265 WEST 1275 NORTH
LOCATED IN THE SE 1/4 OF SECTION 1, T. 2 N., R. 1 W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH

REV #	DATE	COMMENT

DRAWN: JH
APPROVED: STA
PROJECT #: 1943001
SITE1943001.dwg

EC100
EROSION CONTROL PLAN



REFERENCE NOTES

- 1 EXISTING ASPHALT PAVEMENT TO BE
2 REMOVED (SHOWN SHADED) - SEE CIVIL
- 3 EXISTING DESIGNATED PARKING TO BE
4 RELOCATED
- 5 EXISTING DUMPSTER & ENCLOSURE
- 6 EXISTING FIRE HYDRANT
- 7 SITE ACCESS / EGRESS POINT (TYP. OF 3)
- 8 PAINTED STRIPING - REF CIVIL DRAWING
9 SERIES
- 10 5' WIDE PAINTED ACCESSIBLE ACCESS
ROUTE
- 11 CURB STOPS
- 12 NEW PLANTING - SEE CIVIL
- 13 6" DIA. X 6'-0" HIGH STEEL PIPE BOLLARD -
14 CONCRETE FINISH (PAINTED) - TYP.

GRAPHIC KEY - SITE

- | | |
|---|--------------------|
|  | ASPHALT |
|  | CONCRETE |
|  | LANDSCAPE GRAVEL |
|  | LANDSCAPE PLANTING |
|  | LANDSCAPE MULCH |
|  <p>ACCESSIBLE ROUTE TO PUBLIC WAY (MAX 5% SLOPE & 2% CROSS SLOPE)</p> | |

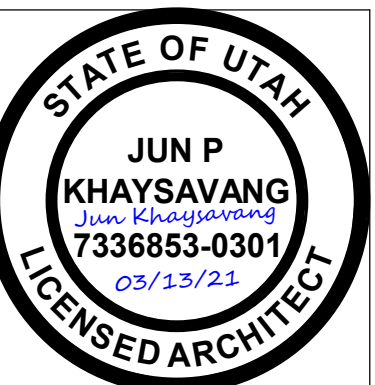
NEW BLDG. GROSS AREA

LEVEL	AREA
1st FLOOR	7,859 SF
GRAND TOTAL	7,859 SF

REVISIONS

NO.	DATE	DESCRIPTION
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CONCEPTUAL
SITE PLAN
REVIEW SET



Project:

THE PASTURE: PHASE 3
*NEW OFFICE / WAREHOUSE
 BUILDING FOR:*

PASTURE, LLC

1265 W 1275 N - CENTERVILLE, UT

ARCHITECTURAL
SITE PLAN

Project Number

Date	03/13/2021
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Drawn By	R48
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Checked By	R48
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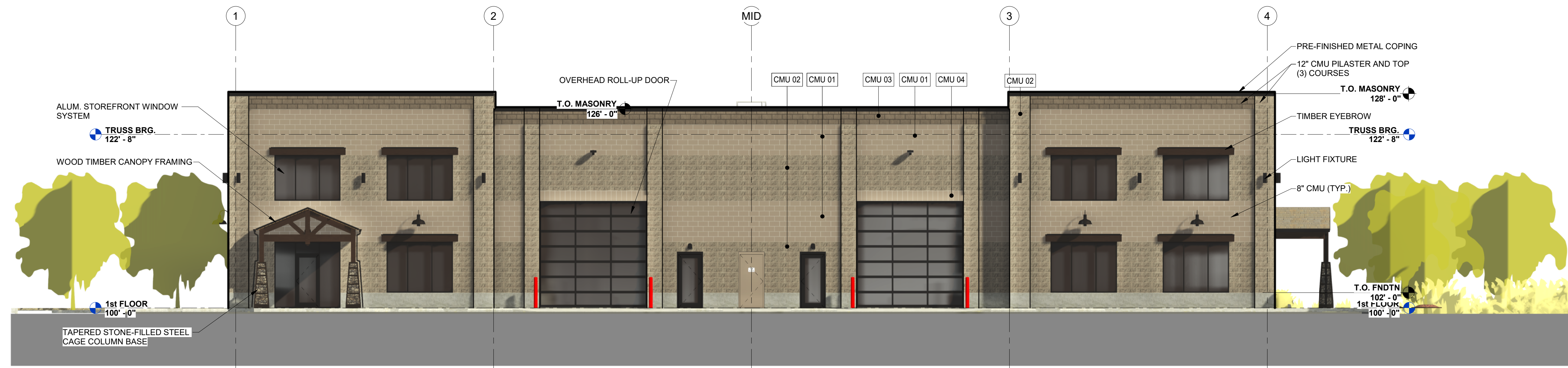
Sheet
Number: **AS100**

Scale	As indicated
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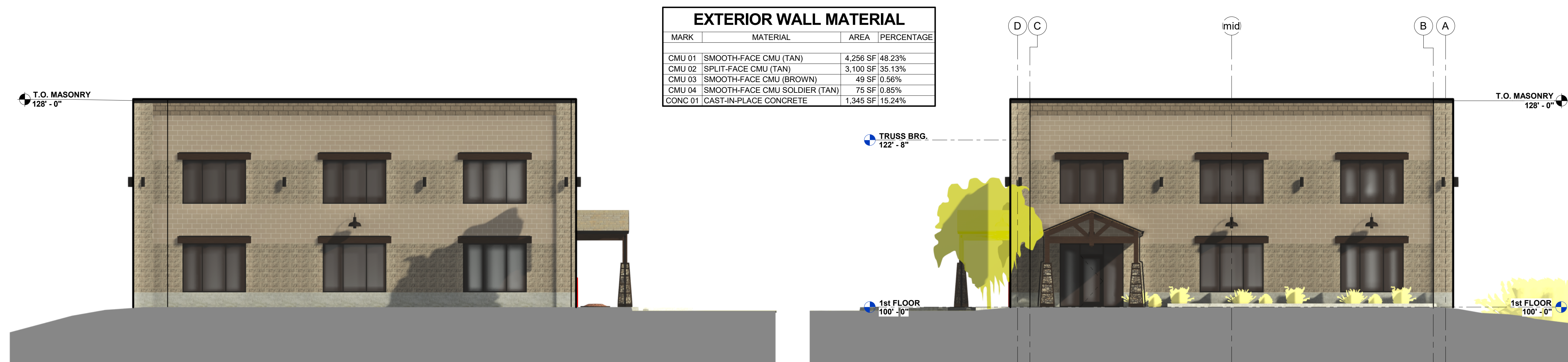
R48

Print Full Scale on Sheet Size: 24" x 36"

3/13/2021 8:25:38 PM



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



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

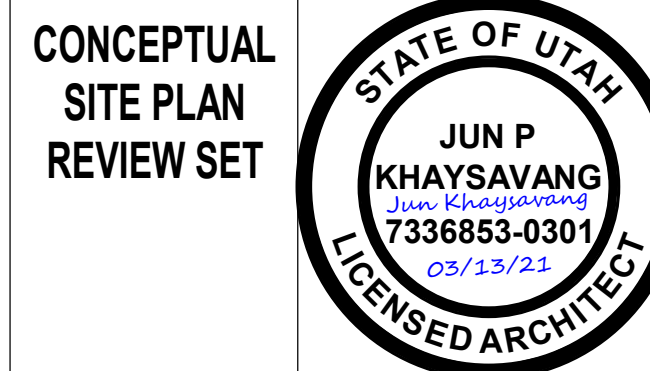
3 RIGHT ELEVATION
1/8" = 1'-0"



4 BACK ELEVATION
1/8" = 1'-0"

REFERENCE NOTES

REVISIONS		
NO.	DATE	DESCRIPTION



Project:

THE PASTURE: PHASE 3

NEW OFFICE / WAREHOUSE BUILDING FOR:

PASTURE, LLC

1265 W 1275 N - CENTERVILLE, UT

EXTERIOR ELEVATIONS

Project Number
Date 03/13/2021
Drawn By R48
Checked By R48

Sheet Number: **A200**
Scale 1/8" = 1'-0"

**CENTERVILLE CITY
COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 2**

APPLICANT/OWNER: TROY SALMON
605 NORTH 1250 WEST #13
CENTERVILLE, UTAH 84014

PROPERTY: PARCELS 06-003-0028 & 0031

ACREAGE: ~ 4.86 ACRES

ZONING: SHORELANDS COMMERCE PARK (SCP) DISTRICT

APPLICATION: FINAL SITE PLAN APPROVAL (*A THREE PHASE APPROVAL*)

BACKGROUND

The applicant recently received conceptual plan approval (Sept. 14, 2011) for the proposed “Pastures” Development, consisting of three (3) phases. The proposed development project area (~4.86 acres) was previously deemed as excess right-of-way along the Legacy Parkway and released by UDOT and purchased by the applicant. The property is partially constrained by a few acres of wetlands and is the first project proposed in the envisioned Shorelands Commerce Park (SCP) District. The SCP District envisions a context sensitive design in the development pattern reflective of the Legacy Parkway Design and the shoreland environment of the Great Salt Lake.

PREVIOUS CONCEPTUAL SITE PLAN APPROVAL REVIEW & STAFF COMMENT

On September 14, 2011, the Commission accepted the submitted conceptual site plan allowing the applicant to proceeding to final site plan submittal, with the following directives:

1. The applicant shall submit a final site plan application meeting the standards found in Section 12-21-110(e) of the Ordinance.

Staff Comment: Final site plan application was submitted on April 3, 2012.

2. The final site plan submittal shall incorporate the design elements and features shown in the conceptual site plan submittal and the associated Design Pattern Book.

Staff Comment: Completed with final site plan submittal, as found on Building Elevations and Landscaping Plans.

3. The final site plan submittal shall provide the required “storyboard” indicating the materials and colors used for the building.

Staff Comment: The final site lists colors and materials to be used, which are found on Sheet CO.1 and Sheet A1.0. Although the plans call out the SCP color palate requirements, a sample board was not provided with the final site plan submittal to verify compliance with Section 12-68-070, Color Palate Chart.

4. A phasing plan shall be provided conceptually addressing how the undeveloped areas are to be appropriately maintained until further development takes place. The phasing shall be planned in a manner that each phase can function independent from one another.

Staff Comment: The final site depicts the phasing schedule. The plans also address “how the underdeveloped areas are to be appropriately maintained until further development takes place.”

5. A landscaping plan shall be professionally created and submitted as part of the final site plan submittal. The landscaping plans shall also address the following:
 - a. Percentage of site and parking lot landscaping.
 - b. A listing of the types of vegetation to be planted.
 - c. A preliminary irrigation plan addressing how the different types of plantings will be irrigated and maintained in a normal and healthy manner.
 - d. Evidence of an approval from the Army Corp. of Engineers regarding the mitigation and/or preservation of the wetlands.

Staff Comment: The final site provides the required landscaping plan and approval from the Army Corps. of Engineers. However, the plans do not address the following:

- Preliminary irrigation plan address how the different types of plantings will be irrigated and maintained.

6. All roof-mounted, wall-mounted, ground-based utility and mechanical equipment shall be properly screened from public street view and the methods shall be depicted with the final site plan submittal.

Staff Comment: The screening of utility and mechanical equipment was not addressed on the final site plan submittal.

7. A site and building lighting plan shall be provided with the final site plan submittal using fixtures harmonious or compatible with the building and site design theme, and shall comply with the standards of the SCP Zone.

Staff Comment: Completed, as depicted on Sheet ES-1 (electrical plan). However, the Lighting Plan does not address the intensity and self-regulating controls required by Section 12-68-050(g).

8. Address the proposed style and design of building signage shall be depicted on the final site plan, meeting the criteria of the SCP Zone.

Staff Comment: The proposed style and design of building signage was not address on the final site plan submittal to verify compliance with Section 12-68-050(h).

FINAL SITE PLAN APPROVAL REVIEW & STAFF COMMENT

Rather than repeat every section of the applicable Ordinances, this section of the report will only address the Ordinance provisions that staff believes the submittal plans do not adequately address or are missing. Please review Chapter 12-68-Shorelands Commerce Park District Guidelines for a complete listing of applicable regulations.

Landscaping (Section 12-68-050.d.)

- ✓ #9 – Slopes suitable to produce healthy plant growth
- ✓ The submittal does not provide an irrigation plan addressing how the different types of plantings will be irrigated and maintained

Staff Comment - Staff raises a concern about the slope area from the edge of roadway to the wetlands (i.e. park strip area). This may be fairly steep in some cases and the landscaping plan fails to address how the roadway shoulders will be treated and maintained to promote healthy plant growth rather than just weeds.

Outdoor Lighting (Section 12-68-050.g.)

- ✓ The Lighting Plan does not address the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures.
- ✓ The Lighting Plan does not address the expected illumination levels within, at, and beyond the property lines.

Staff Comment – These are designed to specifically minimize the use of lighting to avoid the overuse of lighting fixtures. The attempt to balance the needs of lighting with night sky environ is an integral part of the Shorelands District identity.

Signing (Section 12-68-050.h.)

- ✓ A signing plan for building or wall-mounted signs has not been submitted.

Staff Comment - There are specific requirements for heights and style for the SCP District. The applicant needs to review these requirements and decide how to best implement them.

Other related development issues (from the City Engineer)

- ✓ Please provide the City staff with a title report for the property and a property metes and bounds description.
- ✓ The reference to the city engineer and sewer provider are not shown properly.

- ✓ Add the General Note that: “According to Ordinance, Centerville City will be contracting the work related to the culinary water mains, connections, valves, fire hydrants, laterals up to and including; the meter boxes and all appurtenant items. Fees will be assessed from the developer to pay for such improvements. Construction activity will be coordinated.
- ✓ Please send us the Soils Report for the earth work as referred to on the plans and as required for a building permit.
- ✓ Add this note to the plans: “All public facilities shall be reviewed in the field by the Public Works field engineer.” Call ESI Engineering at 801 263-1752 for reviews.
- ✓ The Sanitary Sewer note on C1.0 is not accurate.
- ✓ All references to Bluffdale City NEEDS to be changed to Centerville City.
- ✓ Add this note: “Changes to grade and alignment for the public facilities cannot be made without city engineer written approval.”
- ✓ Please provide City staff with legal descriptions of the new public utility easements. 10 feet along the frontage and 7 feet wide along two sides or back and one side.
- ✓ Type F curb and gutter is required along the public streets of 1300 West and 1275 North. We need to see plan and profile drawings at 1”= 20 feet. Design and show appropriate catch basins, piping, BMPs and manholes.
- ✓ The site shall provide storm water detention with calculations for the 10-year Storm and BMP’s that will prohibit illegal discharges into the wetlands and the Barnard Creek channel. We may want to meet and discuss this item some more.
- ✓ Show direction of drainage, slopes and flow line information for swales and storm drain pipes.
- ✓ The water line along 1300 West is not shown accurately and complete. Show the fire hydrant at 1300 West and 1275 North.
- ✓ Show width of pavement, right-of-ways on the two streets and the street cross-section with patching to the type F curb and gutter. Include the swale with slope and etc.
- ✓ Remove the reference to ex. In-ground fire hydrants on Sheet C4.0.
- ✓ The water service laterals can be determined once the fire marshal determines size and locations of fire sprinkler lines into the buildings. The City staff prefers meters in the park strips 2 feet behind the curb, where possible.
- ✓ A new 12 PVC line will be required along 1275 West with Phase 3 Development. Add at least one fire hydrant.
- ✓ Please show where detail 5/C4.1 is located on the plans.
- ✓ We need to see the survey datum for the finished floor elevations. This datum will be checked against the FEMA flood plain maps in the area.
- ✓ The cross-section along the swales are not complete. Extend to the new curb and gutter.
- ✓ Change the water details on C4.1 to Centerville City Standards.
- ✓ Type F curb and gutter shown above is part of the APWA details.

PLANNING STAFF RECOMMENDATION

The planning staff believes that the basic concept proposed for “The Pastures” project remains feasible. Although, the final site plan submittal does fall short of meeting some of the applicable development requirements for final site plan approval, staff believes that further compliance can be done at the building permit review for each phase. Thus, staff recommends that the Planning Commission consider approval of the final site for the entire project subject to the following

conditions:

1. The following items shall be addressed prior to or as part of the issuance of a building permit for any phase of the Pasture's Development:
 - a. All phases shall comply with the design theme, features, and landscaping plan, as depicted on the submitted final site plans.
 - b. All building colors and materials used within the Pasture's project shall comply with Section 12-68-070, Color Palate Chart.
 - c. All site and development engineering items shall be completed and deemed acceptable by the city engineer.
2. Each phase of the Pastures development shall comply with the following items as part of any building permit issuance:
 - a. The roadway shoulders for each phase shall be treated and maintained to promote healthy plant growth rather than just weeds and deemed acceptable by the public works director.
 - b. A lighting plan shall be submitted with each phase addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and shall address the expected illumination levels within, at, and beyond the property lines, and deemed acceptable by the Zoning Administrator.
 - c. A signing plan for each phase shall be submitted for building or wall-mounted signs and shall address the requirements for heights and style for the SCP District and deemed acceptable by the Zoning Administrator.
 - d. The screening of utility and mechanical equipment for each phase shall be submitted and deemed acceptable by the Zoning Administrator.
 - e. An irrigation plan for each phase shall be submitted depicting how the different types of plantings will be irrigated and maintained and deemed acceptable by the Zoning Administrator.
3. Any disputes between the developer and or builder regarding compliance with the above conditions of approval, shall return to the Planning Commission for determination and decision prior to appealing the administrative decision regarding final site plan approval.

Suggested Reasons for Action (findings):

- a. The Commission finds that with the conditions of approval, the final site plan submittal sufficiently addresses the SCP District Zoning requirements to receive an approval, as addressed in the Staff Report of April 25, 2012.
- b. The Commission finds that the request consists of the allowing a phased development approach for final site plan approval, thus the conditions of approval establish the needed consistency within the entire project, as defined by Section 12-21-110(f)(2).

Reasons for the Action (findings):

1. The applicant has submitted a completed application for a small subdivision waiver/lot split [Section 15-2-107].
2. A small subdivision for two single-family dwellings matches the goals of the Centerville City General Plan in regard to development within Neighborhood 3, Northeast Centerville [Section 12-480-4].
3. The property is currently zoned Residential-Low (R-L) and has met all the applicable development standards found in Chapter 12-32 of the Zoning Ordinance.
4. The general requirements for all subdivisions appear to have been addressed and fulfilled [Chapter 15-5].
5. The flag lot has met all applicable standards found in Section 15-5-102(9)-(10) of the Subdivision Ordinance.

The motion was seconded by Commissioner Kjar and passed by unanimous roll-call vote (4-0).

FINAL SITE PLAN – THE PASTURE BUSINESS/INDUSTRIAL PARK – 1275 NORTH 1300 WEST - Consideration of a final site plan for The Pasture Business/Industrial Park; consisting of three buildings, to be located at approximately 1275 North 1300 West, in the SCP Zone. Troy Salmon, Applicant.

Brandon Toponce, Assistant Planner, reported the applicant received conceptual plan approval on September 14, 2011. The applicant is now ready to proceed with final site plan approval. Mr. Toponce reviewed the conditions of approval from conceptual site plan stating the applicant has met the majority of the conditions. Mr. Toponce reviewed the conditions that have not been met including; roof-top screening, irrigation details, light intensity, and signage. He also reviewed a list of items that still need to be resolved with the City Engineer as listed in the staff report dated April 25, 2012. Although these items may seem extensive they are all relatively simple to address. Staff is comfortable moving forward at this time as all items will be completed during building permit review for each phase of the project.

Commissioner Kjar questioned how the roof-top equipment is to be screened when Legacy Parkway and Parrish Lane overpass are higher than the property. Mr. Toponce said it is not reasonable to ask the applicant to screen the roof-top from those two vantage points. The requirement is to screen the roof-top from grade level. This can easily be accomplished. The details just need to be reviewed and approved by staff.

Troy Salmon, applicant, said his engineer has already completed the majority of the items listed in the staff report. He said they have received approval from the Army Corps of Engineers

1 and are excited to move forward. He said they anticipate starting Phase 1 within the next few
2 months.

3
4 Commissioner Holman and Chair Fillmore both expressed concern with the lengthy list
5 of items in the staff report. They questioned whether this application should be approved with so
6 many missing items. Chair Fillmore said there are standards in place to protect both the City and
7 the applicant. She would hate for an applicant to spend money on a particular aspect of a
8 development only to find in a later process that it is not acceptable.

9
10 Mr. Toponce said it seems the list is lengthy, but in reality this is quite common. Most of
11 these items can be dealt with in one or two meetings with engineers. He also explained that many
12 of these items are dealt with in other processes, for example, signage is approved through an
13 entirely separate ordinance. Mr. Toponce assured the Commission that all items will be resolved
14 during the building permit process. However, the Commission may choose to table the item until
15 all items are resolved if they wish.

16
17 Chair Fillmore made a **motion** for the Planning Commission to approve the final site plan
18 for "The Pastures" subject to the following conditions:

19
20 ***Conditions:***

- 21 1. The following items shall be addressed prior to or as part of the issuance of a
22 building permit for any phase of the Pasture's Development:
 - 23 a. All phases shall comply with the design theme, features, and landscaping plan,
24 as depicted on the submitted final site plans.
 - 25 b. All building colors and materials used within the Pasture's project shall
26 comply with Section 12-68-070, Color Palate Chart.
 - 27 c. All site and development engineering items shall be completed and deemed
28 acceptable by the city engineer.
- 29 2. Each phase of the Pastures development shall comply with the following items as
30 part of any building permit issuance:
 - 31 a. The roadway shoulders for each phase shall be treated and maintained to
32 promote healthy plant growth rather than just weeds and deemed acceptable
33 by the public works director.
 - 34 b. A lighting plan shall be submitted with each phase addressing the required
35 intensity and self-regulating controls to minimize the use or amounts of all
36 proposed lighting fixtures and shall address the expected illumination levels
37 within, at, and beyond the property lines, and deemed acceptable by the
38 Zoning Administrator.

- c. A signing plan for each phase shall be submitted for building or wall-mounted signs and shall address the requirements for heights and style for the SCP District and deemed acceptable by the Zoning Administrator.
 - d. The screening of utility and mechanical equipment for each phase shall be submitted and deemed acceptable by the Zoning Administrator.
 - e. An irrigation plan for each phase shall be submitted depicting how the different types of plantings will be irrigated and maintained and deemed acceptable by the Zoning Administrator.
3. Any disputes between the developer and or builder regarding compliance with the above conditions of approval, shall return to the Planning Commission for determination and decision prior to appealing the administrative decision regarding final site plan approval.

Reasons for Action (findings):

- a. The Commission finds that with the conditions of approval, the final site plan submittal sufficiently addresses the SCP District Zoning requirements to receive an approval, as addressed in the Staff Report of April 25, 2012.
- b. The Commission finds that the request consists of the allowing a phased development approach for final site plan approval, thus the conditions of approval establish the needed consistency within the entire project, as defined by Section 12-21-110(f)(2).

The motion was seconded by Commissioner Merrill and passed by unanimous roll-call vote (4-0).

PUBLIC HEARING – ZONING CODE TEXT AMENDMENT – CHAPTER 12-54 – SIGNS (Tabled from April 11, 2012 Meeting) - Continuation of amendments Chapter 12-54-Signs; which includes various changes to signs permitted by right, temporary signs, etc. Centerville City, Applicant.

Brandon Toponce, Assistant Planner, reminded the Commission this item has been discussed during the past two meetings. The amendments that were discussed at the last meeting have been incorporated into the copy of the Sign Ordinance that is attached to tonight's staff report (April 25, 2012).

The Commission reviewed the Sign Ordinance page by page. Chair Fillmore questioned the definition of "promotional" signs. She would like to eliminate the option of balloons as signage. She would also like to lower the amount of square footage for temporary uses from 75 square feet to 50 square feet. She said temporary uses are already allowed 50 square feet of signage by right. To allow another 75 square feet of signage is too much, she would like to see

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT**
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232

**STAFF REPORT
AGENDA: ITEM 2**

APPLICANT: TROY SALMON
SALMON HVAC
605 NORTH 1250 WEST #13
CENTERVILLE, UT 84014
tsalmon@salmonhvac.com

PROPERTY: 1275 NORTH 1300 WEST

ACREAGE: 4.86 ACRES

ZONING: SHORELANDS COMMERCE PARK (SCP) DISTRICT

LAND USE: OFFICE/INDUSTRIAL

APPLICATION: FINAL SITE PLAN APPROVAL - AMENDED

RECOMMENDATION: APPROVE THE FINAL SITE PLAN

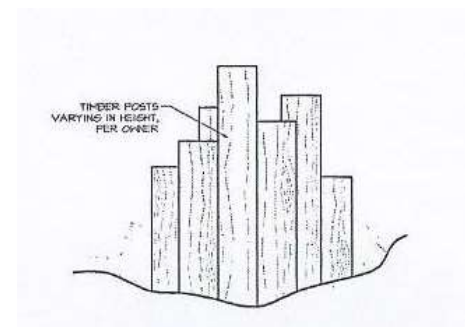
BACKGROUND

On February 26, 2014, the Planning Commission reviewed the amended conceptual plans for The Pasture project and accepted the alterations that were proposed. As a reminder, the applicant has proposed the following changes:

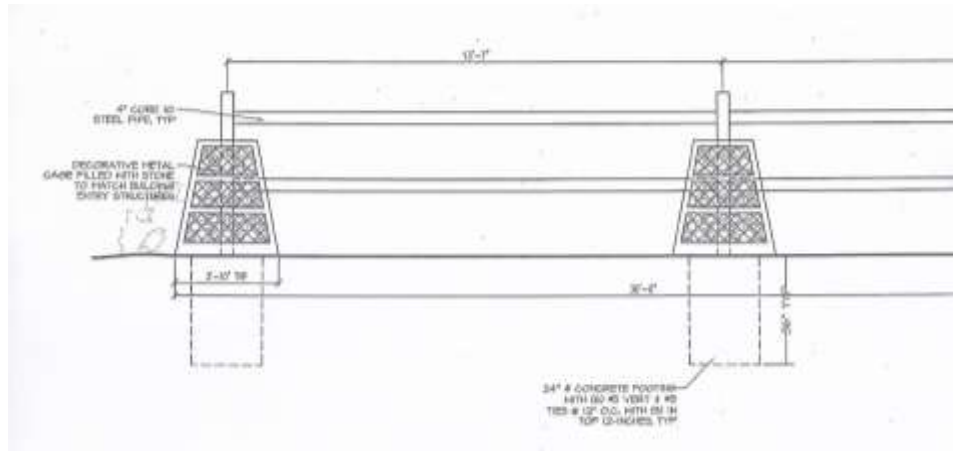
- The wall is proposed to be more of a straight upright wall then originally planned



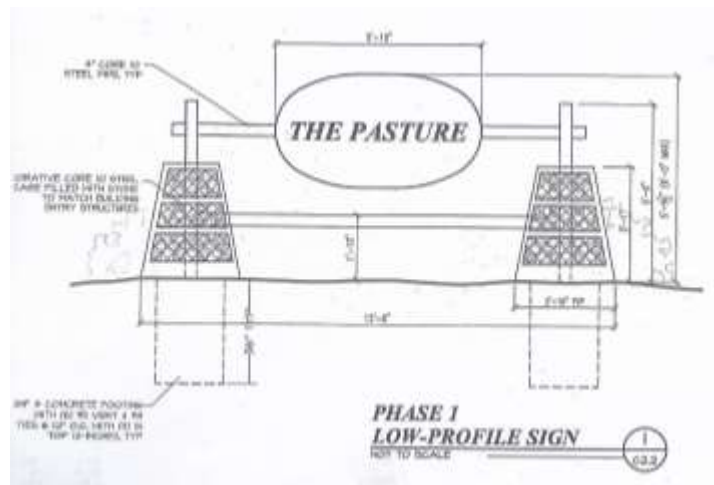
- The timbers will still be a decorative feature in the wall, just placed in the front.



- The Bridge feature will consist of metal cages filled with rocks and Core 10 Steel pole rails.



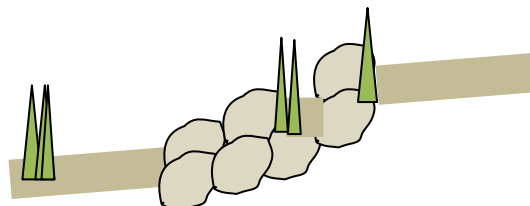
- Signage will also consist of the Core 10 Steel and match the design of the bridge.



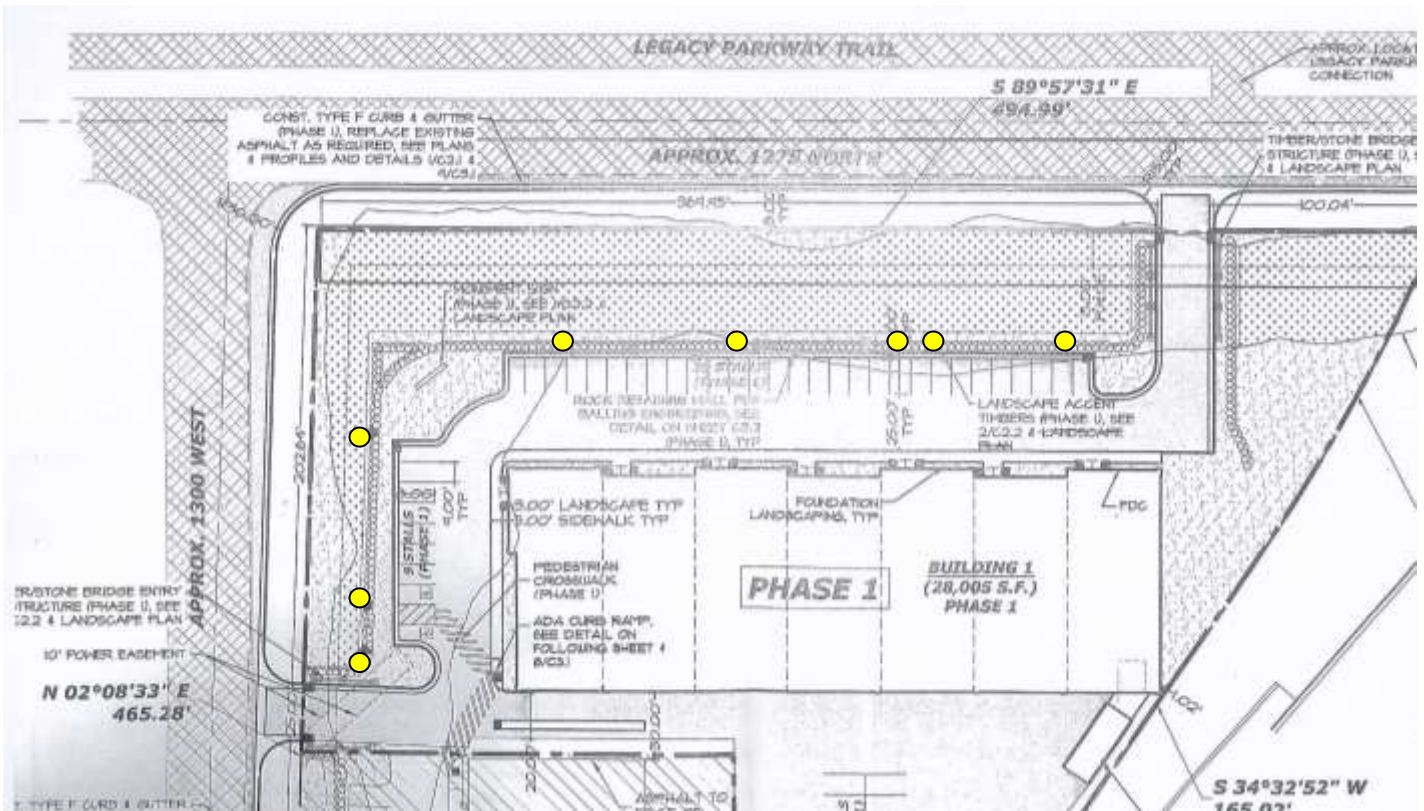
PREVIOUS CONCEPTUAL ACCEPTANCE SUMMARIZED

A final site plan application was submitted on March 16, 2014 along with a site plan. The following is a summary of those items that have been completed and clarified from the Conceptual Site Plan Acceptance:

- A landscaping plan was submitted prior to the amendment and has not changed in style and type of plantings. Staff is accepting of the landscaping plan and will require the applicant to adhere to what was approved at the original final site plan approval on April 25, 2013. The plantings must be integrated around the rock wall to add a natural variety.
- All driveways have been extended as to have 25 feet of drive isle width, plus additional space for the bridge feature
- The front corner of the rock wall has been modified as to create a stepping from the wetland area to the parking lot



- The front timbers have been interspersed along the front wall and appear to be even intertwined with the wall (Timber feature is indicated by the yellow markers).



FINAL SITE PLAN REVIEW:

The proposed amendments are not altering the use on site and are not changing the general layout of the site. All landscaping percentages and parking requirements are not being altered and will remain the same. All proposed alterations meet the intent of the Shorelands Commerce Park. The applicant will need to continue addressing engineering issues with the City Engineer and Public Works Director. After meeting with staff, it was determined the culverts located under the two bridges on the west portion of the lot are too small. These will need to be upsized; however in speaking with the Public Works Director, the City will be participating in this upgrade financially with the applicant. In addition, they also need to increase the drainage swell adjacent to the southwest driveway to specifications deemed appropriate by the City Engineer.

PLANNING STAFF RECOMMENDATION

Staff recommends that Planning Commission approve the amended final site plan for the proposed amendments concerning The Pasture Business/Industrial Park development located at 1275 North 1300 West, with the following conditions:

1. The applicant shall construct the rock wall, timber features, bridge features and signage feature as depicted by the approved final site plan as per review by the Planning Commission on April 9, 2014

2. The applicant shall follow the approved landscaping plan as per the original final site plan approval dated April 25, 2012
3. The timbers and landscaping shall be placed as to appear random and natural, rather than formalized.
4. The applicant shall reconstruct the front corner of the wall to create a stepping design up toward the project signage. This rock wall detail shall allow for more variety of appropriate Shorelands Commerce Park vegetation to be planted.
5. All signage shall require a separate permit
6. Applicable bonding shall be posted and all professional service fees shall be paid
7. The applicant shall continue to work with the City Engineer concerning culverts, drainage issues and other related engineering issues.

Suggested Reasons for Action (findings):

- a. An amended final site plan requires the applicant to go through the same procedural requirements as the original approval [Section 12-21-110(i)(2)]
- b. The applicant has clearly shown how the property may be developed [Section 12-21-110(d)(2)].
- c. A complete final site plan has been submitted, meeting the requirements found in Section 12-21-110(e)(1) of the Zoning Ordinance.
- d. The proposed amendments meet the final site plan review criteria found in Section 12-21-110(f) of the Zoning Ordinance.
- e. With the above conditions addressed, the proposal will likely meet the requirements found in the Zoning Ordinance, concerning development and design standards of the Shorelands Commerce Park (SCP) Zone [Chapters 12-47 & 12-68].

AMENDED FINAL SITE PLAN – THE PASTURE BUSINESS/INDUSTRIAL PARK - Consideration of an amended final site plan for The Pasture Business/Industrial Park; which consists of changes to a rock wall, landscaping and entryway features, to be located at approximately 1275 North 1300 West. Shorelands Commerce Park District. Applicant, Troy Salmon.

Brandon Toponce, Assistant Planner, reported the Planning Commission previously approved an amended conceptual site plan for The Pastures project and accepted the alterations that were proposed, i.e., changes to landscaping plan, rock wall, bridge, and signage. The applicant has submitted the necessary plans, has complied with the conditions of the amended conceptual site plan and is now ready for final site plan approval. The proposed amendments do not alter the use on the site and do not change the general layout of the site. All proposed alterations meet the intent of the Shorelands Commerce Park District. The applicant has met all applicable Army Corps of Engineer requirements for the wetland areas. The applicant will need to continue addressing engineering and drainage issues with the City Engineer and Public Works Director. Staff has reviewed the application and recommends approval.

Lisa Romney, City Attorney, explained there are several utility easements required for this property. She suggested an additional condition be added requiring the recordation of all easements prior to the issuance of a building permit.

Chair Hirschi made a **motion** for the Planning Commission to approve the amended final site plan for the proposed amendments concerning The Pasture Business/Industrial Park development located at 1275 North 1300 West, with the following conditions:

Conditions:

1. The applicant shall construct the rock wall, timber features, bridge features and signage feature as depicted by the approved final site plan as per review by the Planning Commission on April 9, 2014.
2. The applicant shall follow the approved landscaping plan as per the original final site plan approval dated April 25, 2012.
3. The timbers and landscaping shall be placed as to appear random and natural, rather than formalized.
4. The applicant shall reconstruct the front corner of the wall to create a stepping design up toward the project signage. This rock wall detail shall allow for more variety of appropriate Shorelands Commerce Park vegetation to be planted.
5. All signage shall require a separate permit.
6. Applicable bonding shall be posted and all professional service fees shall be paid.

- 1 7. The applicant shall continue to work with the City Engineer concerning culverts,
2 drainage issues and other related engineering issues.
3 8. The applicant shall provide and record the required utility easements prior to issuance
4 of a building permit.
5

6 ***Reasons for Action (findings):***

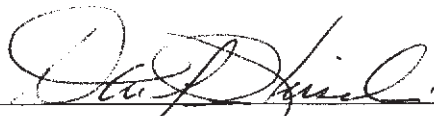
- 7 a. An amended final site plan requires the applicant to go through the same procedural
8 requirements as the original approval [Section 12-21-110(i)(2)]
9 b. The applicant has clearly shown how the property may be developed [Section 12-21-
10 110(d)(2)].
11 c. A complete final site plan has been submitted, meeting the requirements found in
12 Section 12-21-110(e)(1) of the Zoning Ordinance.
13 d. The proposed amendments meet the final site plan review criteria found in Section
14 12-21-110(f) of the Zoning Ordinance.
15 e. With the above conditions addressed, the proposal will likely meet the requirements
16 found in the Zoning Ordinance, concerning development and design standards of the
17 Shorelands Commerce Park (SCP) Zone [Chapters 12-47 & 12-68].
18

19 The motion was seconded by Commission Merrill and passed by unanimous roll-call vote
20 (7-0).
21

22 **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**
23

- 24 1. The next Planning Commission meeting will be Wednesday, April 23, 2014.
25 2. Upcoming Agenda Items
26 • Accessory Dwelling Units
27

28
29 The meeting was adjourned at 7:40 p.m.
30

31 
32 _____
33 David Hirschi, Chair

34 5-6-14
35 Date Approved

36 
37 _____
Kathleen Streadbeck, Recording Secretary



**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 4**

**APPLICANT/OWNER: CRAIG SALMON
SALMON HVAC
605 NORTH 1250 WEST #13
CENTERVILLE, UT 84014**

PROJECT: THE PASTURE BUSINESS PARK

PROPERTY: APPROX. 1275 NORTH 1300 WEST

ACREAGE: 4.86 ACRES

ZONING: SHORELANDS COMMERCE PARK (SCP) DISTRICT

APPLICATION: AMENDED CONCEPTUAL SITE PLAN

RECOMMENDATION: ACCEPT THE AMENDED SITE PLAN

BACKGROUND

On April 25, 2012, the applicant received a final site plan approval for the project located at approximately 1275 North 1300 West. The applicant continued to work with the Army Corp of Engineers in regard to the wetlands on their property and with the City concerning engineering issues and being part of the current CDA project for this location. Yet, through this process, the applicant desired to redesign the rock wall adjacent to the wetland area, the front entryway monument and the bridge/wall designs. After meeting with staff, it was determined that this idea was directly associated with the original approval and would have to go back before the Planning Commission. On February 26, 2014, the Planning Commission approved the amendment. Craig Salmon has finished the first building of his project and will begin constructing the entryway design features and planting the vegetation.

Recently, however, the applicant has chosen to alter the overall plan by combining the buildings in to one. The plan also shows a small outbuilding being constructed on the far south end of the property adjacent to Barnard Creek and one on the east property line behind the second building. According to Section 12-21-110(i)(3) of the Zoning Ordinance, an amendment must follow the same procedure as the original approval. Therefore, they will be required to go through conceptual and final review by the Planning Commission.

PREVIOUS REVIEW AND APPROVALS

The original approval was granted on April 25, 2012. The following conditions would relate directly to the requirements for the amended site plan and would still apply to the site work still remaining:

- All phases shall comply with the design theme, features, and landscaping plan, as depicted on the submitted final site plans
- All building colors and materials used within the Pasture's project shall comply with Section 12-68-070, Color Palate Chart
- Each phase of the Pasture's development shall comply with the following items as part of any building permit issuance:
 - A lighting plan shall be submitted with each phase addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and shall address the expected illumination levels within, at and beyond the property lines, and deemed acceptable by the Zoning Administrator
 - The screening of utility and mechanical equipment for each phase shall be submitted and deemed acceptable by the Zoning Administrator
 - An irrigation plan for each phase shall be submitted depicting how the different types of plantings will be irrigated and maintained and deemed acceptable by the Zoning Administrator

The above conditions must still be observed and fulfilled by the applicant. At this time, the applicant desires to receive an amendment to the site and not the building design.

PROPOSED ALTERATION

Exterior

The proposed main 20,241 square foot building, will replicate the existing building in design, color, material and lighting detail. Staff's only concern with the proposed layout of the new building, is the architectural detail on the walls facing south toward Legacy Highway. This wall will be required to have the same detailing as found on the west facing wall. The plans also indicate outbuildings being proposed, yet do not give any exterior detail. The applicant has stated the 4,328 square foot outbuilding to the south, adjacent to Barnard Creek, will be a barn. Since this structure may be used for horses and is being constructed adjacent to Barnard Creek, they will need to receive approval from Davis County. The second 3,690 square foot outbuilding is located on the east property line and is labeled warehouse, but does not indicate any design detail. Although both of these structures (barn and warehouse) are considered outbuildings, they are required to meet all the design elements of the Shorelands Commerce Park (SCP). As part of the final amended site plan application, exterior elevations must be submitted for all three structures to be located within the new Phase II.

Landscaping

As mentioned previously, the applicant will soon begin landscaping Phase I and the exterior of the entire property. The complete landscaping design has previously been approved by the Planning Commission as amended on February 26, 2014. The applicant will not be altering this design; however, some changes will be occurring on Phase II in relation to landscaping within the parking lot. Originally, staff was concerned that since the parking lot landscaping islands

were being altered, the requirements may not have been satisfied. Yet, after reviewing the proposed plans, it appears the site will still have 5.47% landscaping within the parking lot area. The final site plan will need to depict the new landscaping plan to ensure that all the required trees and bushes are planted and the design meets the standards of the Shorelands Commerce Park (SCP).

Parking

Parking is also being altered. The previously approved site plan indicated the original Phase I & Phase II required 45 stalls, and they were providing 48. The amended plan shows the new Phase II as having a total of 50 stalls, and they are required to provide 45. It appears that parking for the amended phase will not be an issue and they will meet the requirements found in the Zoning Ordinance.

PLANNING STAFF RECOMMENDATION

Staff recommends the Planning Commission accept the amended conceptual site plan for the proposed amendments concerning The Pasture Business/Industrial Park development located at approximately 1275 North 1300 West, with the following conditions:

1. An amended final site plan application shall be submitted, meeting the standards found in Section 12-21-110(e) of the Zoning Ordinance.
2. New elevation drawings depicting the architectural detail of the main structure shall be submitted. This design shall match in color, material and architectural details of the already existing building; with the enhanced features being located on the west and south facing walls.
3. Elevations for the newly proposed outbuildings shall be submitted with the final site plan application. These buildings shall be designed to enhance the property and to blend in with the already existing building and the proposed second main building. All design features shall follow the guidelines found in Section 12-68-070 of the Zoning Ordinance.
4. Proposed “uses” of accessory buildings shall be submitted with the final site plan application.
5. A new landscaping plan shall be submitted depicting all trees, plants and other vegetation to be planted on the new Phase II.

Suggested Reasons for Action (findings):

- a. An amended conceptual site plan requires the applicant to go through the same procedural requirements as the original approval [Section 12-21-110(i)(2)].
- b. The applicant has shown clearly how the property may be developed [Section 12-21-110(d)(2)].
- c. With the above conditions addressed, the proposal will likely meet the requirements found in the Zoning Ordinance, in regard to development and design standards of the Shorelands Commerce Park (SCP) Zone [Chapters 12-47 & 12-68].

PUBLIC HEARING | THE PASTURE BUSINESS PARK | 1275 NORTH 1300 WEST

Construction of the first building in the Pasture Business Park within the Shorelands Commerce Park (SCP) District has been completed. Mr. Toponce explained the amended conceptual site plan application for the Pasture Business Park, which includes combining the remaining two building sites into one. The plan also shows a small outbuilding (barn) on the far south end of the property adjacent to Barnard Creek and one on the east property line behind the second building. Based on the application, the project meets or exceeds landscaping and parking requirements. Staff recommend acceptance of the conceptual site plan, with an additional condition that the applicant shall receive approval from the County regarding the barn adjacent to Barnard Creek.

Troy Salmon, representing the applicant, stated that the desire to alter the site plan is driven by tenants wanting more space. At 7:39 p.m. Chair Hirschi opened a public hearing, and closed the public hearing seeing that no one wished to comment.

Commissioner Randall made a **motion** to accept the amended conceptual site plan for the proposed amendments concerning the Pasture Business/Industrial Park development located at approximately 1275 North 1300 West with the following conditions and findings. The motion was seconded by Commissioner Johnson and passed by unanimous vote (6-0).

Conditions:

1. An amended final site plan application shall be submitted, meeting the standards found in Section 12-21-100(e) of the Zoning Ordinance.
2. New elevation drawings depicting the architectural detail of the main structure shall be submitted. This design shall match in color, material and architectural details of the already existing building; with the enhanced features being located on the west and south facing walls.
3. Elevations for the newly proposed outbuildings shall be submitted with the final site plan application. These buildings shall be designed to enhance the property and to blend in with the already existing building and the proposed second main building. All design features shall follow the guidelines found in Section 12-68-070 of the Zoning Ordinance.
4. Proposed "uses" of accessory buildings shall be submitted with the final site plan application.
5. A new landscaping plan shall be submitted depicting all trees, plants and other vegetation to be planted on the new Phase II.
6. The applicant shall receive approval from the County regarding the proposed outbuilding (barn) adjacent to Barnard Creek.

Reasons for the Action (findings):

- a. An amended conceptual site plan requires the applicant to go through the same procedural requirements as the original approval [Section 12-21-110(i)(2)].
- b. The applicant has shown clearly how the property may be developed [Section 12-21-110(d)(2)].
- c. With the above conditions addressed, the proposal will likely meet the requirements found in the Zoning Ordinance, in regard to development and design standards of the Shorelands Commerce Park (SCP) Zone [Chapters 12-47 & 12-68].

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 3**

APPLICANT/OWNER: TROY SALMON
SALMON HVAC
605 NORTH 1250 WEST #13
CENTERVILLE, UT 84014

PROJECT: THE PASTURE BUSINESS PARK

PROPERTY: APPROX. 1275 NORTH 1300 WEST

ACREAGE: 4.86 ACRES

ZONING: SHORELANDS COMMERCE PARK (SCP) DISTRICT

APPLICATION: AMENDED FINAL SITE PLAN

RECOMMENDATION: APPROVE THE AMENDED FINAL SITE PLAN

BACKGROUND

On February 11, 2015, the Planning Commission accepted the conceptual amended site plan for The Pastures, located at 1275 North 1250 West. As a reminder, the applicant has chosen to alter the overall plan by combining the buildings in to one. The plan also shows a small outbuilding being constructed on the far south end of the property adjacent to Barnard Creek and one on the east property line behind the second building.

PREVIOUS CONDITIONS OF APPROVAL - FEBRUARY 11, 2015

1. An amended final site plan application shall be submitted, meeting the standards found in Section 12-21-110(e) of the Zoning Ordinance.
 - **Staff Response:** A final site plan was submitted on February 18, 2015, and found to be complete by City staff.
2. New elevation drawings depicting the architectural detail of the main structure shall be submitted. This design shall match in color, material and architectural details of the already existing building; with the enhanced features being located on the west and south facing walls.

- **Staff Response:** The applicant has submitted elevation drawings of the new building which will be identical in material color and design to the newly constructed building. The south elevation that faces Legacy Highway will have enhanced architectural features.
- 3. Elevations for the newly proposed outbuildings shall be submitted with the final site plan application. These buildings shall be designed to enhance the property and to blend in with the already existing building and the proposed second main building. All design features shall follow the guidelines found in Section 12-68-070 of the Zoning Ordinance.
 - **Staff Response:** The warehouse will be designed in a very simplistic manner and be covered with the same CMU material as the main building. The barn will be constructed out of treated timber and have the appearance of an actual barn design. Both structures appear to meet the required design standards for construction.
- 4. Proposed “uses” of accessory buildings shall be submitted with the final site plan application.
 - **Staff Response:** The applicant has stated the industrial warehouse will be used for storage and warehousing and the barn will be used for agriculture. However, Mr. Salmon has stated that he would like to utilize the structure for parties and gatherings as well.
- 5. A new landscaping plan shall be submitted depicting all trees, plants and other vegetation to be planted on the new Phase II.
 - **Staff Response:** A new landscaping plan has been submitted which depicts the new landscaped areas. The proposed landscaping plan meets the required standards and is found to be acceptable.
- 6. The applicant shall receive approval from the County regarding the proposed outbuilding (barn) adjacent to Barnard Creek.
 - **Staff Response:** Kevin Campbell, City Engineer, spoke to the County on behalf of the applicant and the construction of a barn adjacent to the creek. He stated that Davis County did not have a problem with the construction, as long as Centerville reviews their drainage plan. In addition, they have requested the City ensure that all drainage is treated before being discharged into Barnard Creek.

Final Review

The applicant has provided design detail indicating the new buildings will follow the same architectural theme of the overall development. The landscaping will also have the same overall theme that will be planted throughout the development. The lighting of the building will also be identical to what is existing and consist of a subtle downward design. However, as part of the building permit, the following information will still be required as per the conditions of the April 25, 2012 Planning Commission approval:

- Each phase of The Pasture’s development shall comply with the following items as part of any building permit issuance:
 - A lighting plan shall be submitted with each phase addressing the required

intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and shall address the expected illumination levels within, at and beyond the property lines, and deemed acceptable by the Zoning Administrator

- The screening of utility and mechanical equipment for each phase shall be submitted and deemed acceptable by the Zoning Administrator
- An irrigation plan for each phase shall be submitted depicting how the different types of plantings will be irrigated and maintained and deemed acceptable by the Zoning Administrator

Finally, Mr. Salmon will still be responsible in fulfilling all previous conditions of approval that pertain to the overall development as per the April 25, 2012 Planning Commission Minutes.

PLANNING STAFF RECOMMENDATION

Staff recommends the Planning Commission approve the amended final site plan for the proposed amendments concerning The Pasture Business/Industrial Park Development located at approximately 1275 North 1300 West, with the following conditions:

1. The applicant shall post a bond in relation to any public improvements and landscaping as deemed by the City Engineer. This shall be posted prior to the applicant receiving a building permit.
2. A new utility and drainage plan shall be provided to City staff for review prior to the issuance of a building permit.
3. All onsite drainage shall be treated prior to entering Barnard Creek.
4. A building permit shall be submitted, reviewed and approved prior to any construction taking place on site.
5. With the building permit application, the applicant shall submit the following information as required by the Planning Commission Approval on April 25, 2012:
 - a. A lighting plan shall be submitted with each phase addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and shall address the expected illumination levels within, at and beyond the property lines, and deemed acceptable by the Zoning Administrator.
 - b. The screening of utility and mechanical equipment for each phase shall be submitted and deemed acceptable by the Zoning Administrator.
 - c. An irrigation plan for each phase shall be submitted depicting how the different types of plantings will be irrigated and maintained and deemed acceptable by the Zoning Administrator.
6. All previous conditions of approval that pertain to the overall development as per the April 25, 2012 Planning Commission Minutes and have not been amended by this report, shall be adhered to by the applicant.

Suggested Reasons for Action (findings):

- a. The amended final site plan has been submitted and follows the criteria found in Section 12-21-110(e) of the Zoning Ordinance.
- b. The applicant has clearly shown how the property may be developed [Section 12-21-110(d)(2)].

- c. The applicant has met all the previous conditions of approval from the February 11, 2015 conceptual amended site plan review.
- d. With the above conditions addressed, the proposal will meet the requirements found in the Zoning Ordinance, in regard to development and design standards of the Shorelands Commerce Park (SCP) Zone [Chapters 12-47 & 12-68].

1 The motion was seconded by Commissioner Kjar.

2
3 Chair Hirschi made a **motion to amend** to include in condition #3 language clarifying the 9-
4 foot main level clear space allowance may only be applied for residential uses, it must remain at
5 ten (10) feet for commercial uses. The motion to amend was seconded by Commissioner Kjar
6 and passed by unanimous vote (7-0).

7
8 Chair Hirschi called for a vote on the motion as amended. The motion **passed** with a roll-call
9 vote (4-3). Chair Hirschi, Commissioner Hirst and Commissioner Johnson opposed.

10
11 **THE PASTURE BUSINESS PARK | 1275 NORTH 1300 WEST - Consider a proposed**
12 **final site plan amending the site plan approval for "The Pasture Business/Industrial Park;"**
13 **which consists of changes to the phasing layout and driveway location on property located**
14 **at approximately 1275 North 1300 West, in the SCP Zone. Troy Salmon, Salmon HVAC,**
15 **Applicant.**

16
17 Brandon Toponce, Assistant Planner, reported the Planning Commission previously accepted
18 an amended conceptual site plan for this development. The applicant has chosen to alter the
19 overall plan by combining the buildings in to one. The plan also shows a small outbuilding being
20 constructed on the far south end of the property adjacent to Barnard Creek and one on the east
21 property line behind the second building. Mr. Toponce reviewed the previous conditions of
22 approval. The applicant has met a majority of the conditions. The applicant will be required to
23 complete all conditions prior to building permit approval. Mr. Toponce reviewed the applicant's
24 building plans, elevation drawings, and materials. All plans, including landscape and lighting,
25 follow an architectural theme. The industrial warehouse will be used for storage and
26 warehousing and the barn will be used for agriculture and possible parties/gatherings. The
27 applicant has submitted the appropriate landscape plan and has received approval from the
28 County regarding drainage into Barnard Creek. The applicant will still be required to submit for
29 each phase, a lighting plan, a utility/mechanical equipment screening plan, and an irrigation plan.

30
31 Craig Salmon, applicant, explained the proposed barn will be unique and will be highly
32 visible from Legacy Parkway. He explained their plans to utilize the barn including possible
33 animals and or receptions/large gatherings/parties.

34
35 Commissioner Hirst made a **motion** for the Planning Commission to approve the amended
36 final site plan for The Pasture Business/Industrial Park Development located at approximately
37 1275 North 1300 West, with the following conditions:

38
39 ***Conditions:***

1. The applicant shall post a bond in relation to any public improvements and landscaping as deemed by the City Engineer. This shall be posted prior to the applicant receiving a building permit.
2. A new utility and drainage plan shall be provided to City staff for review prior to the issuance of a building permit.
3. All onsite drainage shall be treated prior to entering Barnard Creek.
4. A building permit shall be submitted, reviewed and approved prior to any construction taking place on site.
5. With the building permit application, the applicant shall submit the following information as required by the Planning Commission approval on April 25, 2012:
 - a. A lighting plan shall be submitted with each phase addressing the required intensity and self-regulating controls to minimize the use or amounts of all proposed lighting fixtures and shall address the expected illumination levels within, at and beyond the property lines, and deemed acceptable by the Zoning Administrator.
 - b. The screening of utility and mechanical equipment for each phase shall be submitted and deemed acceptable by the Zoning Administrator.
 - c. An irrigation plan for each phase shall be submitted depicting how the different types of plantings will be irrigated and maintained and deemed acceptable by the Zoning Administrator.
6. All previous conditions of approval that pertain to the overall development as per the April 25, 2012 Planning Commission minutes and have not been amended by this report, shall be adhered to by the applicant.

Reasons for Action (findings):

- a. The amended final site plan has been submitted and follows the criteria found in Section 12-21-110(e) of the Zoning Ordinance.
- b. The applicant has clearly shown how the property may be developed [Section 12-21-110(d)(2)].
- c. The applicant has met all the previous conditions of approval from the February 11, 2015 conceptual amended site plan review.
- d. With the above conditions addressed, the proposal will meet the requirements found in the Zoning Ordinance, in regard to development and design standards of the Shorelands Commerce Park (SCP) Zone [Chapters 12-47 & 12-68].

The motion was seconded by Commissioner Randall and passed by unanimous roll-call vote (7-0).



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

July 13, 2011

Regulatory Division (SPK-2011-00453-UO)

Troy Salmon
Salmon HVAC
605 North 1250 West, Suite 13
Centerville, Utah 84014

Dear Mr. Salmon:

We are responding to your request for a Department of the Army permit for the Salmon HVAC Centerville project. This approximately 5.6-acre project site involves activities, including discharges of dredged or fill material, in waters of the United States to construct three commercial buildings. The project is located near 1250 North and 1250 West, in wetlands adjacent to Barnard Creek which flows into the Great Salt Lake, in Section 1, Township 2 North, Range 1 West, Salt Lake Meridian, Latitude 40.9320°, Longitude -111.8953°, Centerville, Davis County, Utah.

Based on the information you provided, the proposed activity, resulting in the permanent loss of approximately 0.47-acre of saline emergent wet meadow, is authorized by Nationwide Permit (NWP) 39. Your work must comply with the general terms and conditions listed on the enclosed NWP information sheets and the following Special Conditions:

1. To mitigate for the loss of 0.47-acre of waters of the United States and indirect impacts to 0.81-acre of waters of the United States, you shall purchase 0.47-acre of credits of emergent wet meadow habitat at a Corps-approved mitigation bank. The selected mitigation bank shall include the area of the permitted project within its service area. Evidence of this purchase shall be provided to this office prior to initiation of construction activities within waters of the United States.
2. You shall notify this office of the start and completion dates for each phase of the authorized work within 30 calendar days prior to initiation of construction activities within waters of the U.S. and 30 calendar days following completion of construction activities.
3. Within 30 days prior to initiation of construction activities within waters of the U.S., you shall submit pre-construction photographs of the project site, which have been taken no more than 60 days prior to initiation of construction activities. Within 30 days following construction activities, you shall submit post-construction site and aerial photographs of the project site, showing the work conducted, to this office. The camera positions and view angles of post-construction photographs shall be

- b. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings. The drawing should show all "earth disturbance," wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas.
 - c. Ground photographs of the completed work. The cameral positions and view-angles of the ground photographs shall be identified on a map, aerial photograph, or project drawing.
 - d. A description and list of all deviations between the work as authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings the location of any deviations that have been listed.
10. The following State of Utah water quality certification conditions must also be satisfied:
- a) Whenever a permittee causes the water turbidity in an adjacent surface water to increase 10 NTUs or any visible increase in turbidity as a result of the project, the permittee shall notify the Utah Division of Water Quality.
 - b) The permittee shall not use any fill material which may leach organic chemicals (e.g., discarded asphalt) or nutrients (e.g., phosphate rock) into the receiving water.
 - c) Permittees shall protect any potentially affected fish spawning areas.
 - d) Utah Code Annotated 19-5-114 requires that any spill or discharge of oil or other substance which may cause pollution to waters of the State must be immediately reported to the Utah Division of Water Quality.
 - e) In an effort to abate pollution as a result of NWP activities, the permittee shall remediate riparian areas along stream banks to minimize water quality impacts, if vegetation is disturbed as a result of the project.

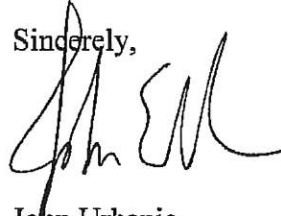
You must sign the enclosed Compliance Certification and return it to this office within 30 days after completion of the authorized work.

This verification is valid until March 18, 2012, when the existing Nationwide Permits are scheduled to be modified, reissued, or revoked. It is incumbent upon you to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. Failure to comply with the General Conditions of this Nationwide Permit, or the project-specific Special Conditions of this authorization, may result in the suspension or revocation of your authorization.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by clicking on the green button and completing the customer service survey on our website www.spk.usace.army.mil/regulatory.html. Please select the Sacramento District and the Bountiful Utah field office location in the lower portion of the survey.

Please refer to identification number SPK-2011-00453-UO in any correspondence concerning this project. If you have any questions, please contact Tim Witman by telephone at 801-295-8380 ext. 17, by email at Timothy.R.Witman@usace.army.mil or by mail at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Urbanic', written over a horizontal line.

John Urbanic
Senior Regulatory Project Manager

Enclosures

COMPLIANCE CERTIFICATION

Permit File Number: SPK-2011-00453-UO

Nationwide Permit Number: 39

Permittee: Troy Salmon
Salmon HVAC
605 North 1250 West, Suite 13
Centerville, Utah 84014

County: Davis

Date of Verification: July 13, 2011

Within 30 days after completion of the activity authorized by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Utah Regulatory Office
533 West 2600 South, Suite 150
Bountiful, Utah 84010

DLLS-CESPK-RD-Compliance@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of the permit your authorization may be suspended, modified, or revoked. If you have any questions about this certification, please contact the Corps of Engineers at 801-295-8380.

I hereby certify that the work authorized by the above-referenced permit, including all the required mitigation, was completed in accordance with the terms and conditions of the permit verification.



Signature of Permittee

7-15-11

Date

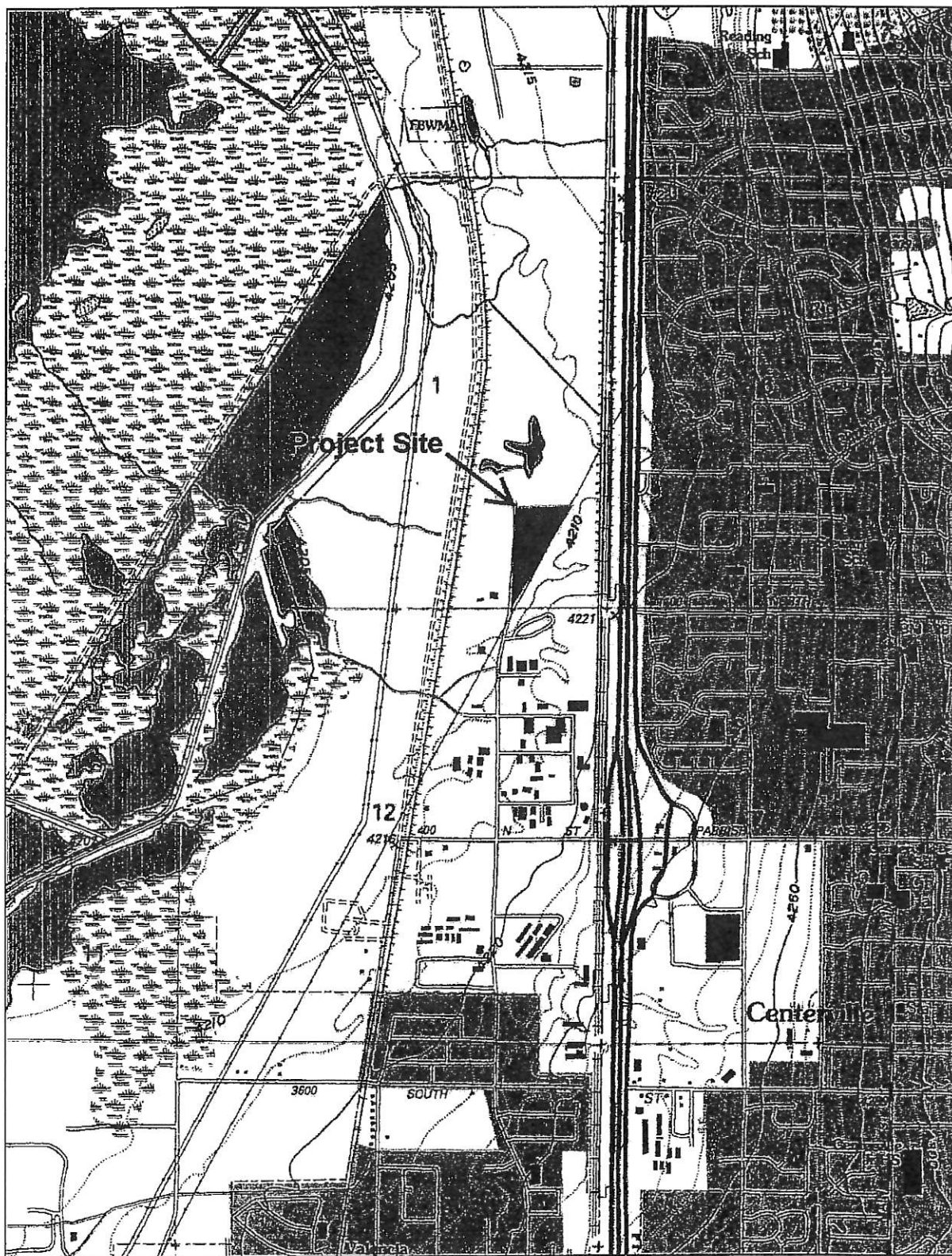
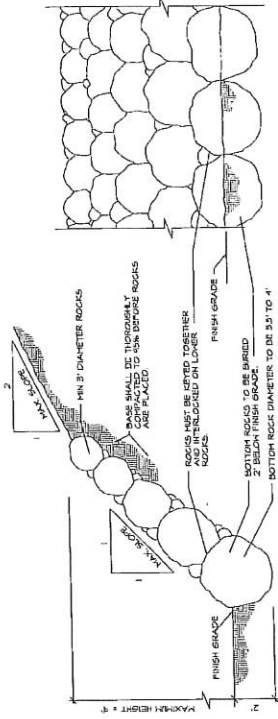
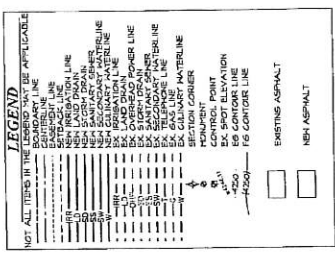
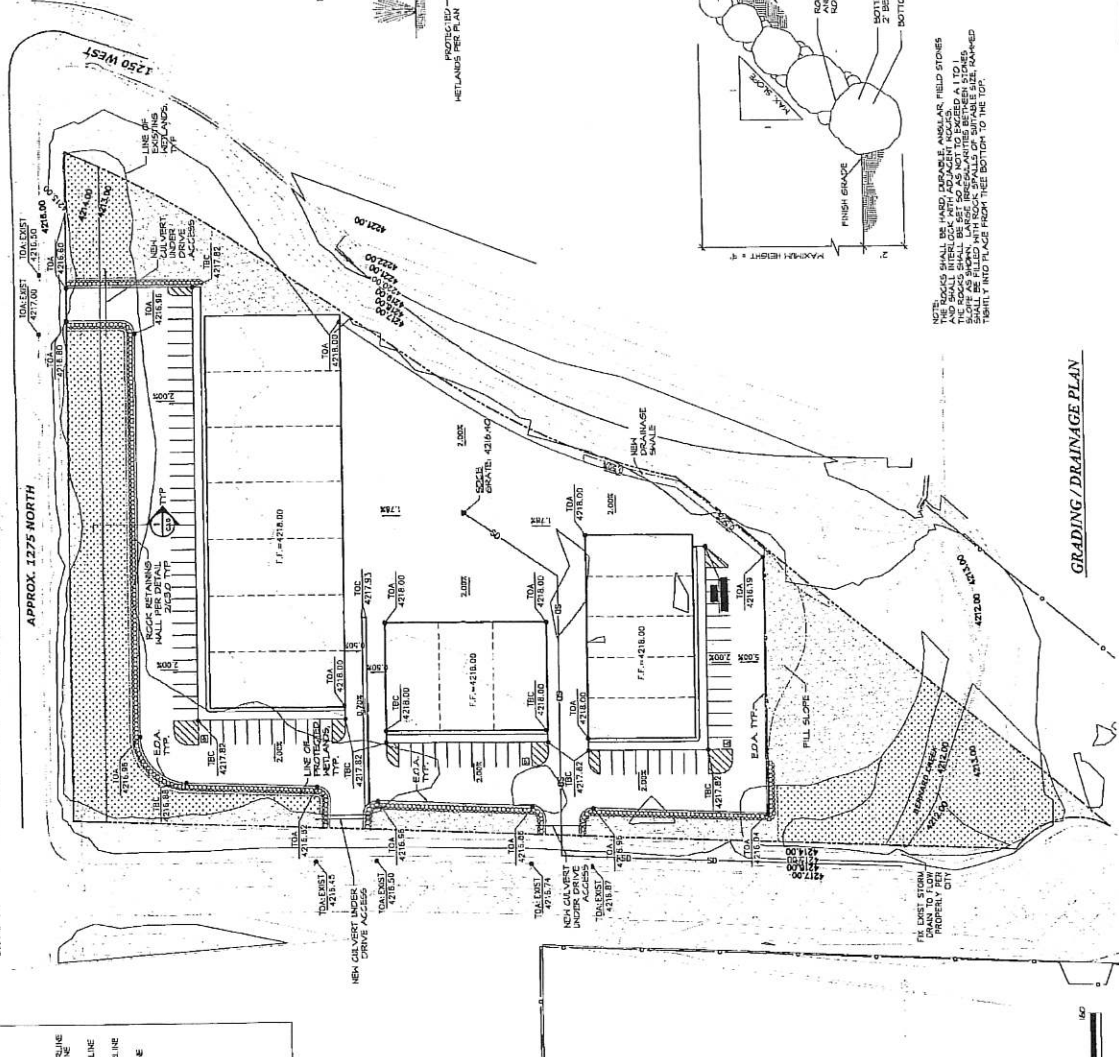


Figure 1. USGS map showing the Project Site.

RECEIVED
JUN 29 2011



2
C30

ROCK RETAINING WALL SECTION

SCALE: NONE

NOTE:
THE ROCKS SHALL BE HARD, DURABLE, ANGULAR FIELD STONES
AND SHALL INTERLOCK WITH ADJACENT ROCKS.
THE ROCKS SHALL BE SET SO AS NOT TO EXCEED A 10:1
SLOPE AS SHOWN. LARGE IRREGULARITIES BETWEEN STONES
SHALL BE FILLED WITH ROCK SPALLS OF SUITABLE SIZE, RANDOMLY
TIGHTLY INTO PLACE FROM THE BOTTOM TO THE TOP.

GRADING / DRAINAGE PLAN

CENTERVILLE

Staff Backup Report

10/27/2021

Item No. 3.

Short Title: ADMINISTRATIVE DECISION - Final Site Plan - ACC Auto (Truck World)

Initiated By:

Staff Representative: Cory Snyder, Community Development Director

SUBJECT

Review and consider Final Site Plan Approval, for 155 South Frontage Road, ACC-Truck World, Applicant

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ▣ 10-27-2021 PC Staff Report ACC - Truck World Final Site Plan
- ▣ ACC - Truck World Final Site Plan
- ▣ ACC - Truck World CUP Narrative Submittal
- ▣ Deuel Creek Irrigation Letter
- ▣ 10-27-2021 PC Staff Report ACC - Truck World Final Site Plan -Corrected

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 3**

PROPERTY OWNER: **HADLEY PROPERTY LLC
C/O SHARIF HADLEY
6516 GOLDEN BEAR
PARK CITY, UT 84098**

APPLICANT: **ACC AUTO SALES – TRUCK WORLD
C/O DARCY YANCIE
155 SOUTH FRONTAGE ROAD
CENTERVILLE, UT 84014
(darcyjyancie@gmail.com)**

PROPERTY: **155 SOUTH FRONTAGE ROAD
(FORMER LAND ROVER DEALERSHIP)**

ACREAGE: **3.9 ACRES (TOTAL SITE)**

ZONING: **COMMERCIAL – VERY HIGH (C-VH)**

APPLICATION: **FINAL SITE PLAN & CONDITIONAL USE PERMIT – AN
EXPANSION OF THE EXISTING FACILITY**

RECOMMENDATION:

BACKGROUND

The applicant desires to receive a final site plan approval from the Planning Commission to allow them to pursue an addition parking lot expansion for their dealership located on the Frontage Road – the former Land Rover Dealership.

Due to the changes being made to the 2011 approved amended CUP and site plan, the project requires this final site plan approval to amend their site to expand. With this particular request, the expansion must comply with the applicable development standards for the remaining undeveloped area, as is being proposed. As part of the expansion and in accordance with the 2011 approvals, the applicant is also required to the amend associated CUP approval.

PREVIOUS CONCEPTUAL SITE PLAN ACCEPTANCE

On September 08, 2021, the Planning Commission ACCEPTED the Conceptual Site Plan Submittal, as follows:

- (1) The applicant shall submit a Final Site Plan application meeting the submittal standards listed in [CZC 12.21.110\(e\)](#). **[Substantially Compliant]**
- (2) In conjunction with the Final Site Plan submittal, the applicant shall submit a conditional use permit application to amend the terms and conditions of the original CUP approval to include the land area to be used for Vehicle Sales. **[Compete/Complies]**
- (3) The Final Site Plan submittal shall address the distinction between the parking lot area (to include all required parking stalls and meet drive aisle measurements) and the area devoted to vehicle sales display. **[Compete/Complies]**
- (4) The Final Site Plan shall include the stormwater design calculations and any needed easements, which shall be deemed acceptable by the City Engineer. Additionally, the Final Site Plan shall address the landscaping and maintenance matters for these areas, as mentioned in the staff report.
- (5) The Final Site Plan shall address the matters related to the accessory building located in the southeastern portion of the site, as identified in the staff report. **[To be removed, Compete/Complies]**
- (6) A landscaping plan shall be professionally created and submitted as part of the final site plan submittal. **[Compete/Complies]** This landscaping plan shall meet all applicable requirements found in Chapter 12-51. The landscaping plan shall also address at minimum the following:
 - a. Percentage of all on-site landscaping must be a minimum of 15%. **[Compete/Complies]**
 - b. Percentage of internal parking lot landscaping must be a minimum of 7%. **[Compete/Complies]**
 - c. A listing of the types of vegetation to be planted, which must cover at least 75% of the required on-site landscaping. **[Compete/Complies]**
 - d. Provide the required 30-foot buffer landscaping and architectural element along site boundaries that are adjacent to residential zones located along the easterly perimeter. **[Partially Compete/Complies – Screen fence detail missing]**
 - e. A listing of the total number and type of trees and shrubs to be used on site that meets the requirements of CZC 12.51. **[Compete/Complies]**

FINAL SITE PLAN REVIEW CZC 12.12.110(f)

Final Site Plan Standards for Approval. The following standards shall apply to the approval of a site plan.

- 1) A final site plan shall conform to its associated conceptual site plan. **[Compete/Complies]**
- 2) The entire site shall be developed at one time unless a phased development plan is approved by the approving authority. **[Final Phase is now Compete/Complies]**
- 3) A site plan shall conform to applicable standards set forth in the Zoning Code and other applicable provisions of the Centerville Municipal Code. Conditions may be imposed as necessary to achieve compliance with applicable code requirements. **[see Staff Comments below]**

Staff Comments – Since this is the final development phase for the property and is limited in scope to a parking/display expansion. The compliance with Conceptual Site Plan conditions substantially addresses the applicable development standards and

regulations. However, there are two (2) other development standards that need to be satisfied 1) is for access to Secondary Water, and 2) is Outdoor Lighting.

Secondary Water - Centerville City does NOT provide secondary water. All irrigation system needs must obtain service from, in this case, Deuel Creek Irrigation. The applicant will need seek service from this service company and make the necessary improvements and payment of any related fees.

Outdoor Lighting – It appears that staff the areas devoted to patron parking have existing lighting fixtures. However, staff believes that the existing poles may not have the required shielding required by CZC 12.55.140. Staff believes that the granting of this final site plan and its associated CUP for vehicle sales should verify that the pole lighting fixtures meet this regulation.

CONDITIONAL USE PERMIT AMENDMENT REVIEW

In September of 2011, the former dealership obtained and amended CUP for the previous development phase related to that expansion. This amended CUP replaced the original CUP Approval and was re-approved with the following conditions:

Existing Conditional Use, as Amended in 2011:

1. Strict compliance with adopted sign regulations for both temporary and permanent signs.
2. Compliance with all conditions of the permit. The City may at its discretion bring back the site plan and/or conditional use permit for compliance review if it is noticed that the use or site is not complying with the approval given.
3. Hours of operation shall be from 9:00 a.m. to 7:30 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on Saturdays.
4. Any future expansion, beyond the amendments approved on October 12, 2011, into the undeveloped area shall require an amendment to either the site plan or CUP approval, as may be applicable at the time of such future expansion or use of this unused area.
5. The use of the site is subject to the limitations imposed on it by the amended site final site plan approval of October 12, 2011.
6. Any division of the existing property into lots will subject the conditional use and site plan to further review and may void any prior approval. Furthermore, the division or sale of any portion of the property is prohibited without an approved lot split or subdivision.
7. The use will be limited primarily to new car sales.

Staff Comments – Generally, the 2011 CUP amendment affected Conditions 4 and 5 to update the CUP permit in relation to that particular expansion. Now that the site is being fully developed with a new user, staff desires to raise the matter related to Condition 7. ACC Truck World mainly deals with pre-owned vehicles rather than “primarily new,” as was the case with the Former Land Rover. The C-VH Zone allows for both types of vehicle sales, subject to issuance of a CUP (see CZC 12.36.040, Commercial Uses).

Furthermore, according to Truck World's Website for Centerville, their weekday hours are depicted from 10:00am to 8:00pm. If this is the case, Condition 3 of the approved CUP would need to be amended also.

Procedures For CUP Amendments – According to CZC 12.21.100(f), the procedure for amendments is the same process as the original procedure. However, keep in mind that even though there is a new owner, any CUP approval runs with the land NOT the owner. Due to the limited changes being made, staff will be focusing on the CUP review factors that may be affected or create an impact related to the expansion rather than the entirety of the use area of the property. If these factors are reviewed and determined appropriate, Staff believes that the development could be deemed eligible for a CUP Approval. Additionally, as mentioned above, the pre-owned vehicles sales use and its hours of the operation will also be included in such evaluated factors.

Use Change from New to Used Vehicle Sales – the definition separation between these two uses are rather minimal. New vehicles is associated with larger or brand name dealerships. Whereas Used vehicles is associated with smaller independent type businesses. Nowadays, the actual operation of a Used vehicle dealership can be just as large of an operation and a New vehicle dealership. Staff sees very little difference other than it is much more difficult to locate a larger dealership in commercial areas with small parcels, which is often the case in less intensive commercial zoning districts.

In this particular case, whether it is a new vs. used vehicles is really irrelevant. Staff would recommend the elimination of Condition 7 or creating a modification that simply calls for the use is for both new (*existing approval*) and used vehicles (*the requested amended approval*). Therefore, staff finds that review factors of CZC 12.21.100(e)(5) A, B, C, and D support an approval of the change of use.

Weekday Business Hours Change, 10am to 8pm. – Business hours are used primarily to mitigate impacts from uses that are located near or adjacent to residential areas. Mainly, this area consists of commercial uses next to Interstate 15. Nevertheless, this is a small multi-family residential area located adjacent to the southeast corner of the site. Staff believes that the 10am change further reduces any morning time concerns for this residential area. Also, Staff does not believe that the extended time from 7:30pm to 8pm, does not significantly add any impact either. The main business uses of office and repairs will remain located on the other side of the site to the north. Staff also believes that the to be installed detention and buffer area will further reduce an business hour change. Therefore, staff finds that review factors of CZC 12.21.100(e)(5) B, H, I, and J support an approval of the change of business hours.

Use of Outdoor Lighting – Earlier in this report, Staff raised the issue regarding compliance with the require shielding of lighting fixtures. All lighting must be fully shielded, cut-off type fixtures that will not allow light dispersion or direct glare to shine above a 90-degree horizontal plane from the base of the fixture. Since, there is a residential zone adjacently located to the southeast of this site. Staff believes that with this final development phase, the use of outdoor lighting needs to comply in order to mitigate any potential light glare over into

the residential area adjacent to the site. Therefore, staff believe that a condition regarding this would then meet review factors CZC 12.21. 100(e)(5) B, H, I, and J to support an approval.

Buffering Residential Uses – Earlier in this report, Staff referenced that a proposed buffer that complies with the CZC 12.51, Landscaping has been depicted on the site plan, along with the detention basin. This buffer/detention area would help mitigate the visual, sound, light glare, and other effects that this commercial use could create. Therefore, staff believe that a condition regarding this area of the development layout would then meet review factors CZC 12.21. 100(e)(5) B, H, I, and J to support an approval, with the need to correct the plans to depict the required type of fencing to be used.

PLANNING STAFF RECOMMENDATION

The staff report contains the consideration of two (2) Approvals. These approvals include 10 a Final Site Plan Approval, and 2) a CUP Amendment for the Vehicle Sales use. Therefore, after the presentation comments by staff and the application, staff recommends that the Planning Commission first conduct the required “Public Hearing” for the amendment to the CUP request. At the conclusion of the hearing, the Commission would then focus on determining whether to grant an Amended CUP.

Secondly, the Commission’s review and approval of the Final Site Plan is only a “Public Meeting” item, which does not require any public input. If the amended CUP is granted, then the Commission ought to move forward with the decision to consider granting a Final Site Plan Approval.

1st PROPOSED ACTION FOR CUP APPROVAL: “I hereby make a motion for the Planning Commission to approve an amended CUP for the ACC Truck World expansion, located at 155 South Frontage Road, subject to the following conditions of approval:

1. *The Approved Land Use for the site is for both new and/or used vehicle sales, and any typical accessory uses associated with the operation of a vehicle sales dealership, as allowed by the regulations of the Zoning Ordinance.*
2. *The use of the site is subject to all existing and amended site final site plan approvals, and more specifically, as submitted or amended in conjunction with this approval.*
3. *The Business Hours of Operation for Vehicle Sales and the associated accessory use of repairs shall be limited 10:00 a.m. to 8:00 p.m. on weekdays and 9:00 a.m. to 6:00 p.m. on Saturdays.*
4. *All outdoor lighting shall be fully shielded using cut-off type fixtures that will not allow light dispersion or direct glare to shine above a 90-degree horizontal plane from the base of the light fixture.*
5. *The 30-foot buffer/detention shall be installed, along with the ordinance required fence, and shall properly maintained, as depicted on the associated Final Site Plan for this development.*
6. *The use and site shall be in compliance with adopted sign regulations for both temporary and permanent signs.*
7. *Any future amendments to the CUP and/or Final Site Plan shall be subject to the applicable amendment procedures defined by the Zoning Ordinance.*

SUGGESTED REASONS FOR THE ACTION:

- a. *The Planning Commission finds that both Vehicle Sales, New or Used are a conditional uses in the C-VH Zone, as listed in Table of Uses, 12-36-Commercial Uses.*
- b. *The Planning Commission finds that in reviewing factors of CZC 12.21.100(e)(5) A, B, C, and D, there is evidence to support an approval of the change of use from “primarily new” to allowing pre-owned vehicle sales.*
- c. *The Planning Commission finds that in reviewing factors of CZC 12.21.100(e)(5) B, H, I, and J there is evidence to support an approval of the change of business hours.*
- d. *The Planning Commission finds that in reviewing factors of CZC 12.21. 100(e)(5) B, H, I, and J there is evidence to support Condition 4, which addresses the use of outdoor lighting.*
- e. *The Planning Commission finds that in reviewing factors of CZC 12.21. 100(e)(5) B, H, I, and J there is evidence to support Condition 5, which addresses the need to buffer the adjacent residential development located to the southeast corner of the site.*
- f. *Therefore, the Planning Commission finds that with the conditions imposed and the findings made, requirements for a CUP approval of CZC 12.21.100(e) have been met and the amended CUP request shall then be approved.”*

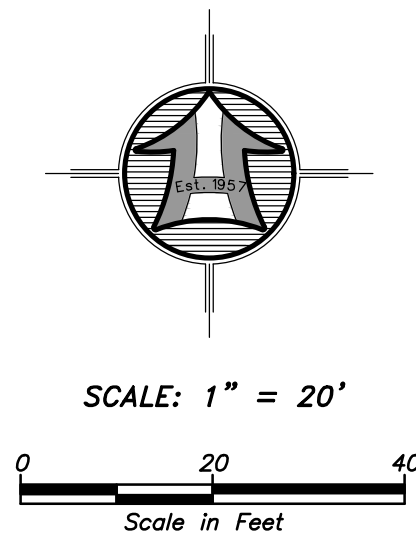
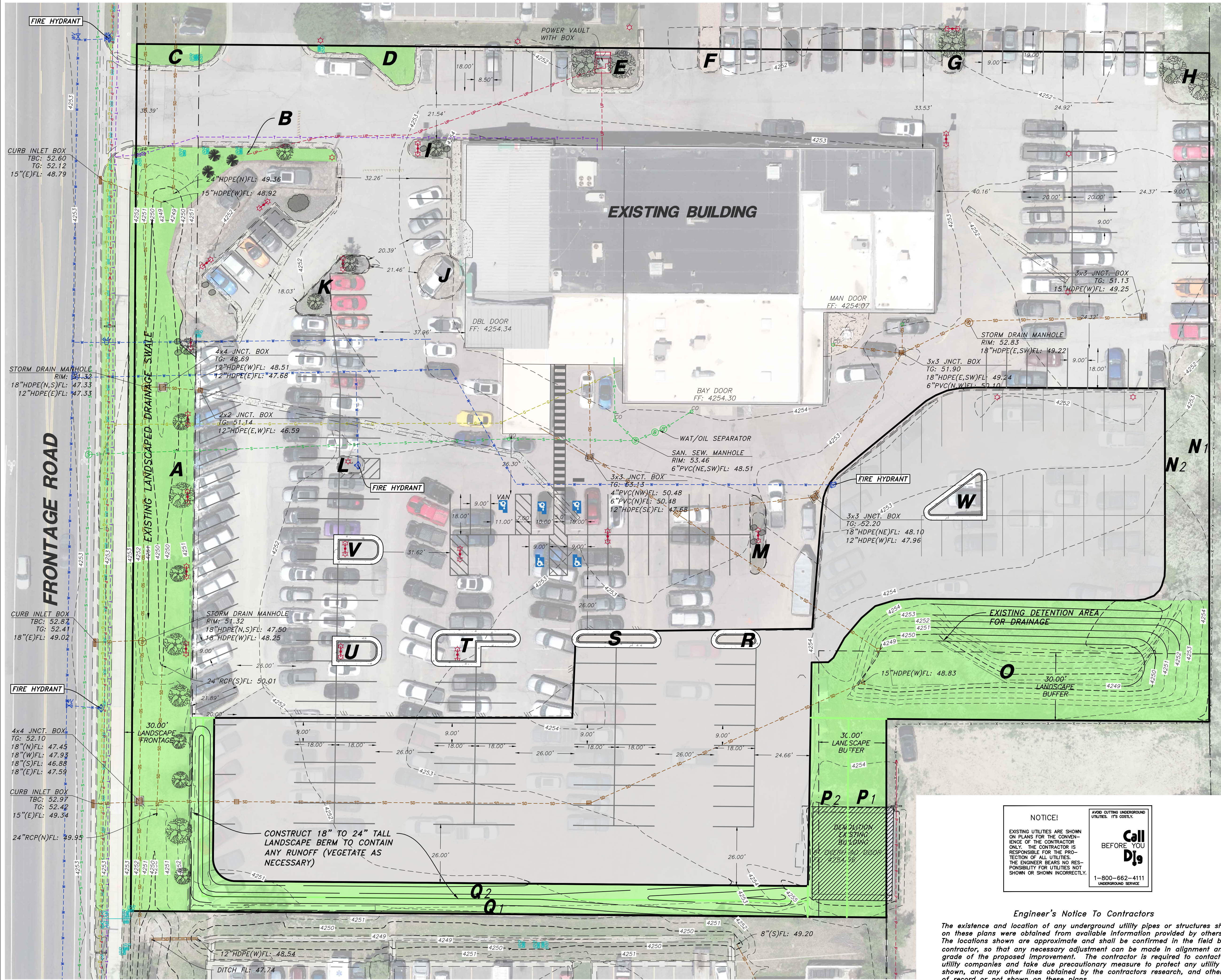
2nd PROPOSED ACTION FOR FINAL SITE PLAN APPROVAL: *“I hereby make a motion for the Planning Commission to approve the Final Site Plan for the Final Expansion Phase for ACC Truck World, located at 155 South Frontage Road, subject to the following conditions:*

1. *The Final Site Plan approval is limited to the proposed expansion and site improvements, as depicted in the Final Site Plan submittal to the Commission, or as amended by the City.*
2. *All outdoor lighting shall be fully shielded using cut-off type fixtures that will not allow light dispersion or direct glare to shine above a 90-degree horizontal plane from the base of the light fixture.*
3. *The applicant shall obtain secondary water service from the applicable third-party company and construct all necessary improvements and payment of any related fees.*
4. *The applicant shall submit the required final improvement construction drawings for storm water management and any related bonding and fees, which shall be deemed acceptable to the City Engineer.*

SUGGESTED REASONS FOR THE ACTION:

- a. *The Planning Commission finds that the Final Site Plan submittal is substantially consistent with the Conceptual Plan Acceptance and its related directives.*
- b. *The Planning Commission finds that conditions may be imposed as necessary to achieve compliance with applicable code requirements.*
- c. *The Planning Commission finds that, subject also to the conditions of approval, the proposal complies with the requirements found in the Zoning Ordinance, in regard to development standards in the CV-H Zone and Final Site Plan Approval Standards.”*

SITE PLAN



SITE LANDSCAPE:

TOTAL PARCEL AREA = 171,496 SQ.FT.

REQUIRED 15% MIN. = 25,724 SQ.FT.

PROVIDED:	AREA	SQ.FT.	COVER	TREES	SCHRUBS
				(EXISTING)	
"A"	8,304	GRASS	(9)	(2)	
"B"	476	ROCK	(5)	(3)	
"C"	314	GRASS	0	0	
"J"	0	ROCK	0	0	
"N1"	1,099	TREES	2	0	
"O"	8,891	GRASS	16	0	
"P1"	1,512	GRASS	4	0	
"Q1"	2,234	GRASS	6	0	

TOTAL 22,830 SQ.FT. LANDSCAPE = 13.31%
PLUS PARKING LANDSCAPING = 7.13%
TOTAL LANDSCAPING = 20.44%

PARKING AREA LANDSCAPE:

TOTAL PARKING AREA = 112,989 SQ.FT.

REQUIRED 7% MIN. = 8,050 SQ.FT.

PROVIDED:	AREA	SQ.FT.	COVER	TREES	SCHRUBS
"D"	362	GRASS	(1)	0	
"E"	500	ROCK	(2)	0	
"F"	86	ROCK	0	0	
"G"	80	ROCK	(1)	0	
"H"	440	ROCK	(3)	0	
"I"	256	ROCK	(1)	(2)	
"K"	277	ROCK	(2)	0	
"L"	70	ROCK	0	0	
"M"	193	ROCK	0	(3)	
"N2"	1,099	TREES	2	0	
"P2"	1,512	GRASS	4	0	
"Q2"	2,234	GRASS	5	0	
"R"	55	ROCK	1	0	
"S"	102	ROCK	2	0	
"T"	236	ROCK	2	0	
"U"	132	ROCK	1	0	
"V"	132	ROCK	1	0	
"W"	292	ROCK	2	0	

TOTAL 8,058 SQ.FT. LANDSCAPE = 7.13%

TOTAL AREA LANDSCAPE PROVIDED 20.44%
TOTAL REQUIRED TREES 1/500 SF- 51 TREES
FOR STREET FRONTAGE 1/25 LF- 15 TREES
TOTAL INTERIOR PARKING LOT LANDSCAPE 7%
TOTAL INTERIOR PARKING LOT TREES & SHRUBS
FOR EVERY 6 REQUIRED STALLS: 1 TREE
FOR EVERY 6 REQUIRED STALLS: 2 SHRUBS
BUFFER LANDSCAPING
30 FT ALONG RESIDENTIAL ZONE

LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- PROPOSED SEWER MANHOLE
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN INLET
- PROPOSED WATER METER
- PROPOSED FIRE HYDRANT
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- EXISTING TREES & SHRUBS
- PROPOSED TREES

NOTICE!
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.
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1-800-662-4111
UNDERGROUND SERVICE

Engineer's Notice To Contractors

The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment and/or grade of the proposed improvement. The contractor is required to contact the utility companies and take due precautionary measure to protect any utility lines shown, and any other lines obtained by the contractors research, and others not of record or not shown on these plans.

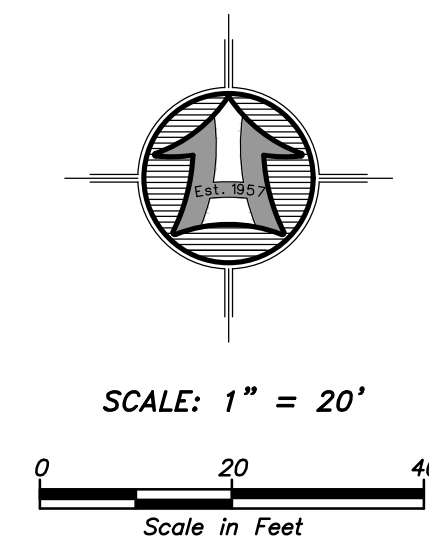
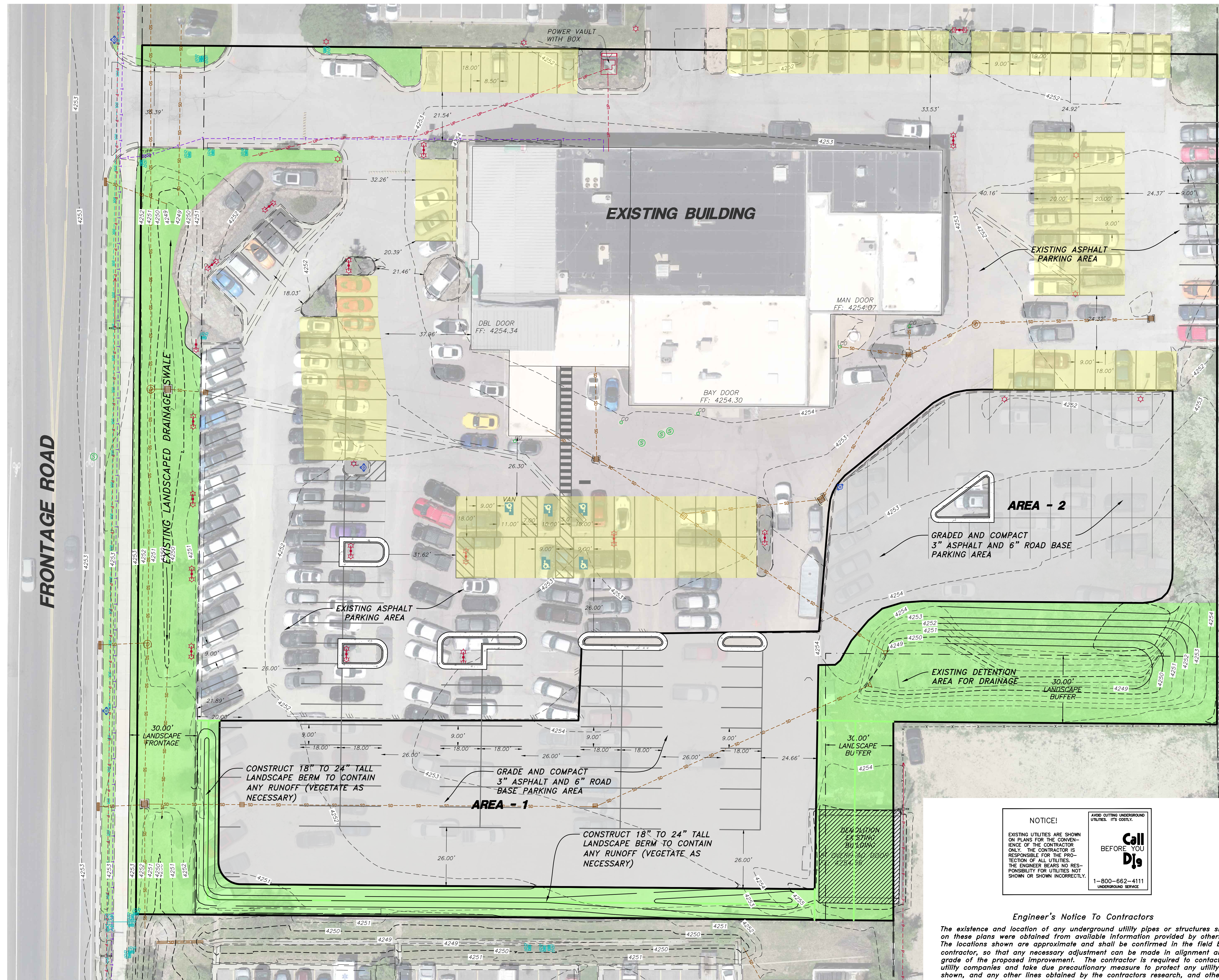
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Drawn By: SRH Date: 10/06/21
Designed By:
Checked By:
Approved By:
Scale: 1" = 20'
Drawing File: 21-5-27v19 090821.dwg
JOB NUMBER: 21-5-27

SITE PLAN FOR
ACC AUTO SALES
TRUCK WORLD
155 SOUTH FRONTAGE ROAD
CENTERVILLE, DAVIS COUNTY, UTAH

SITE PARKING PLAN



PARKING:

REQUIRED:
 BUILDING = 1 PER 250 SQ.FT.
 AND/OR
 1 PATRON STALL PER 10 INVENTORY STALLS

PROVIDED:

BUILDING = 20,352 SF = 81 STALLS
AND/OR
1 PER 10 = 17 STALLS
PATRON STALLS = 98

153 INVENTORY STALLS

PATRON STALLS

TOTAL STALLS = 246 STALLS
4 STANDARD ADA STALLS
1 VAN ACCESSIBLE STALL

ASPHALT PARKING AREA-1:
23,475 S.F. OR 0.54 ACRES

ASPHALT PARKING AREA-2:
13,625 S.F. OR 0.31 ACRES

LANDSCAPING BERM:
4,445 S.F. OR 0.10 ACRES

TOTAL DISTURBED AREA:
41,545 S.F. OR 0.95 ACRES

LEGEND:

- | | |
|--|-------------------------------|
| | SUBDIVISION BOUNDARY |
| | PROPOSED PROPERTY LINE |
| | EXISTING PROPERTY LINE |
| | EXISTING SEWER LINE |
| | EXISTING WATER LINE |
| | EXISTING SECONDARY WATER LINE |
| | EXISTING STORM DRAIN PIPE |
| | PROPOSED SEWER LINE |
| | PROPOSED WATER LINE |
| | PROPOSED SECONDARY WATER LINE |
| | PROPOSED STORM DRAIN PIPE |
| | SAW-CUT REQ'D. |
| | EXISTING FENCE |
| | EXISTING 5' CONTOUR |
| | EXISTING 1' CONTOUR |
| | EXISTING SEWER MANHOLE |
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| | PROPOSED WATER METER |
| | PROPOSED FIRE HYDRANT |
| | EXISTING CURB & GUTTER |
| | EXISTING SIDEWALK |
| | PROPOSED CURB & GUTTER |
| | PROPOSED SIDEWALK |
| | PROPOSED ASPHALT PAVEMENT |

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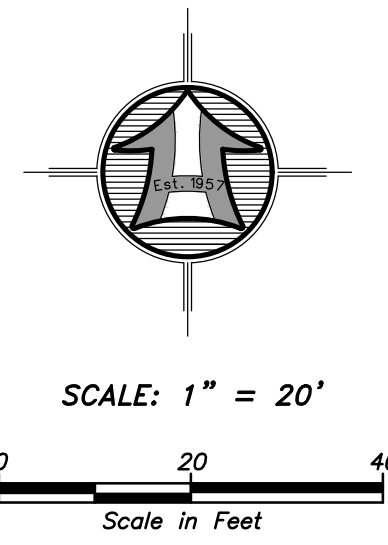
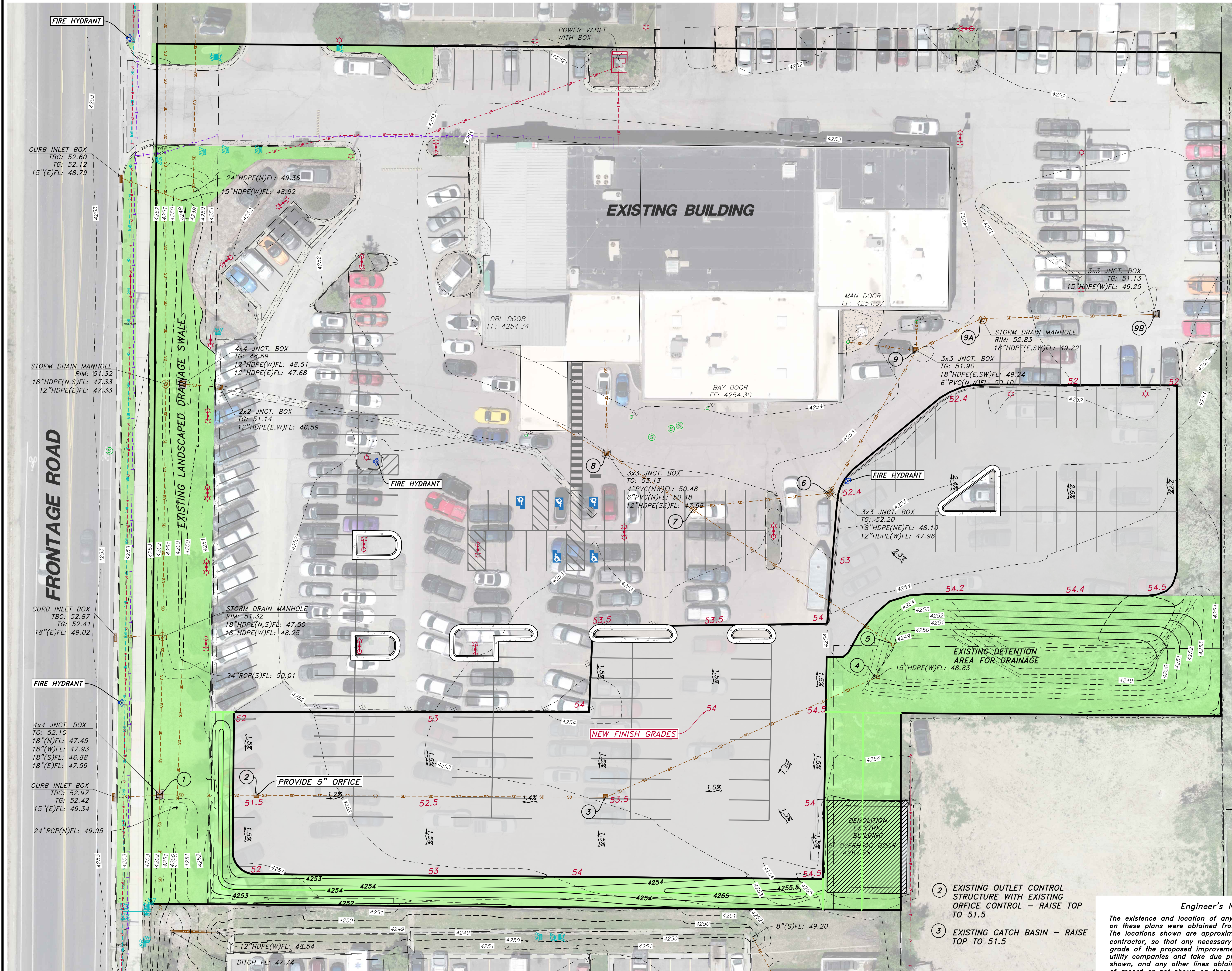
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Designed By: _____
 Checked By: _____
 Approved By: _____
 Scale: 1" = 20'
 Drawing File: 21-5-27v19 090821.dwg
 JOB NUMBER: 21-5-27

**ACC AUTO SALES
TRUCK WORLD**
155 SOUTH FRONTAGE ROAD
CENTERVILLE, DAVIS COUNTY, UTAH

et

SITE GRADING & DRAINAGE PLAN



LEGEND:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D
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SITE GRADING & DRAINAGE PLAN FOR
**ACC AUTO SALES
TRUCK WORLD**
155 SOUTH FRONTAGE ROAD
CENTERVILLE, DAVIS COUNTY, UTAH

Sheet

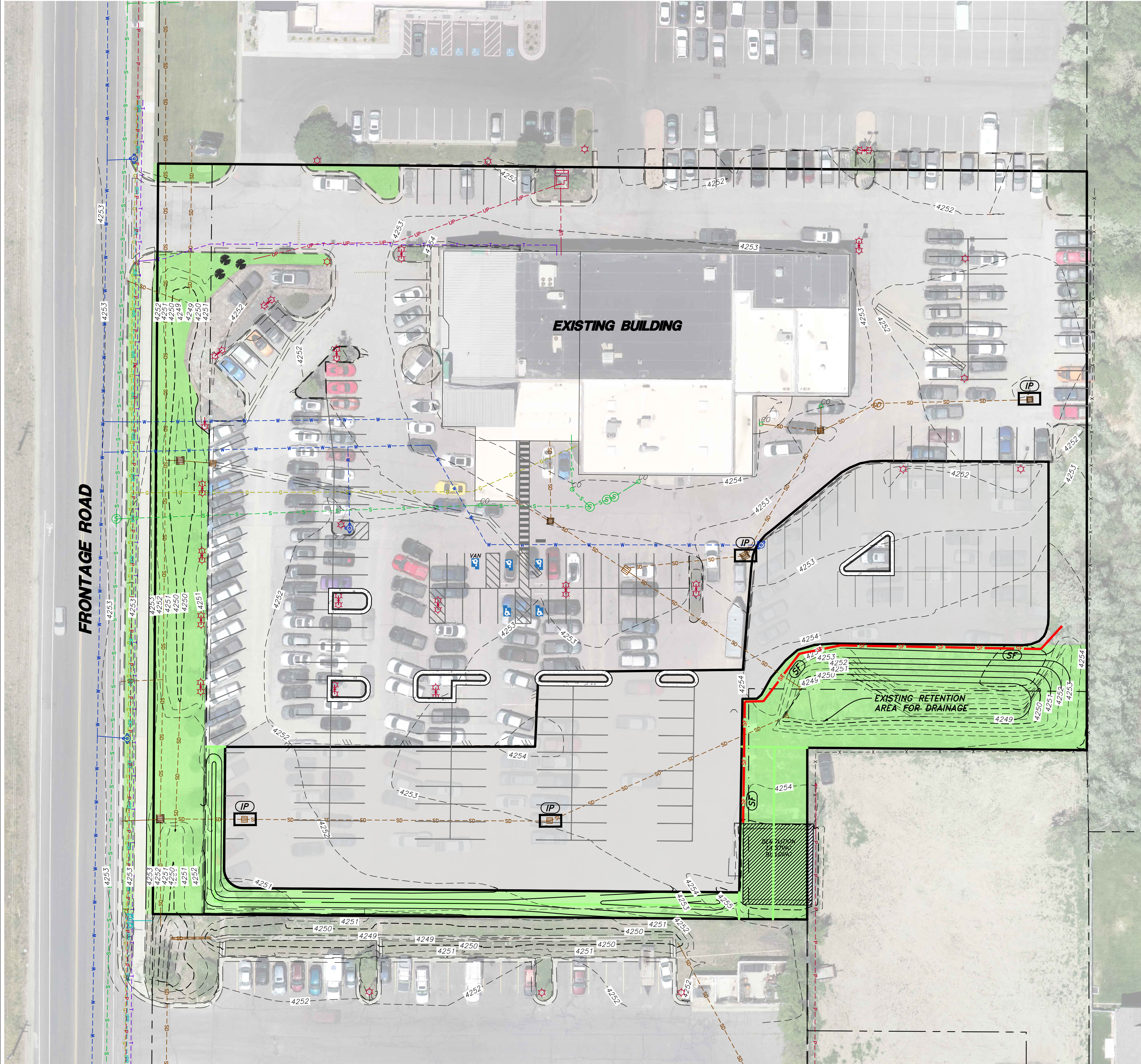
3

of

5

Sheets

SWPPP PLAN



LOCATION:

LOCATION: CENTERVILLE, DAVIS COUNTY, UTAH
LATITUDE: 40°54'55" N LONGITUDE: 111°53'23" W
APPROXIMATE ELEVATION: 4254'

PROJECT DATA:

TAX ID #: 020260071
PARCEL ACREAGE: 3.94 ACRES
DISTURBANCE AREA: 0.95 ACRES

HADLEY PROPERTIES LLC
155 SOUTH FRONTAGE ROAD
CENTERVILLE, UTAH

OVERVIEW:

THE PROJECT CONSISTS OF FLATTENING OF EXISTING DIRT PILES, WITH MINOR GRADING OF AREA AS SHOWN, AND CONSTRUCTION OF A 12"-24" ENTRAPMENT BERM ALONG THE SOUTH AND WEST BOUNDARIES OF THE PROJECT. SAID BERM ENSURES NO WATER LEAVES THE SITE. SILT FENCE SHALL BE INSTALLED ALONG THE EAST BOUNDARY OF THE PROJECT AND INLET PROTECTIONS SHALL BE PROVIDED AT ALL INLETS NEAR PROJECT AREA AS SHOWN.

STABILIZED CONSTRUCTION ENTRANCE: THE EXISTING ASPHALT PARKING LOT ACTS AS A STABILIZED CONSTRUCTION ENTRANCE FOR THE SOUTHERLY PERTINENT AREA.

CONCRETE WASHOUT: NO CONCRETE WASHOUT IS NECESSARY AS PROJECT ENTAILS ONLY EARTHWORK.

MAINTENANCE/RECORD-KEEPING:

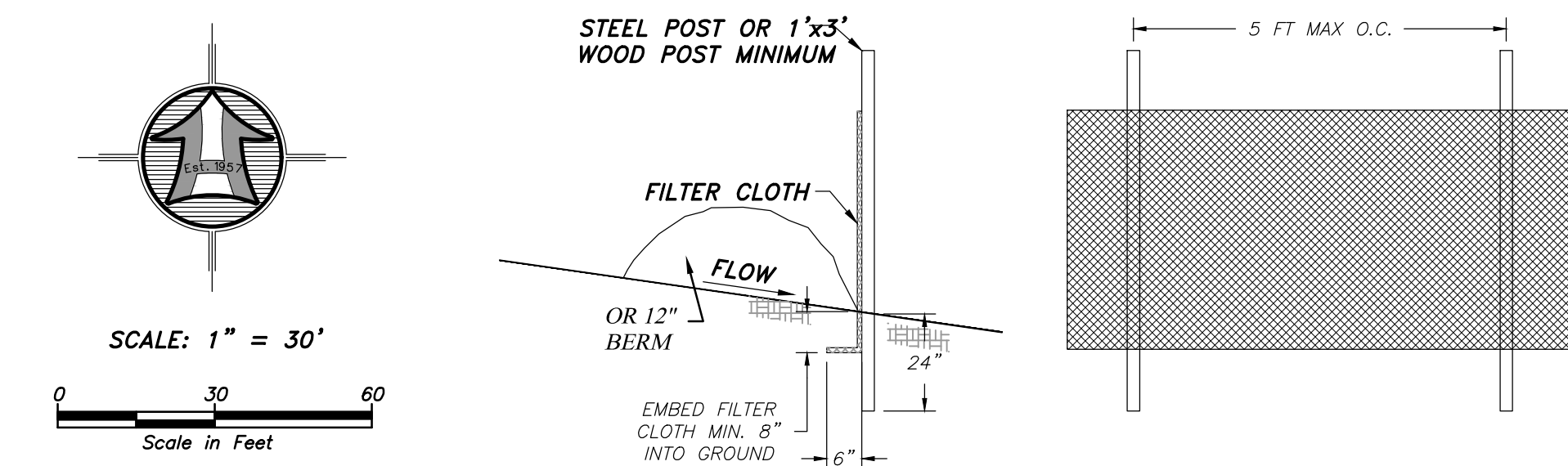
STRICT RECORD KEEPING IS IMPERATIVE. THE PROJECT WILL BE UNDER THE AUSPICES OF CENTERVILLE CITY. KEEP INSPECTION REPORTS FORMS/FORMAT AS MANDATED BY CITY. A THOROUGH INSPECTION OF THE SWPPP MUST BE CONDUCTED AT LEAST EVERY 14 DAYS AND AFTER ANY PRECIPITATION OR SNOWMELT THAT CAUSES SURFACE EROSION. MAINTENANCE AND/OR MODIFICATIONS TO EROSION MEASURES MUST BE COMPLETED IN A TIMELY MANNER, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE INSPECTION. THE ENFORCEMENT AGENCY IS CENTERVILLE CITY WHO ADMINISTERS AND ENFORCES STORMWATER POLLUTION PREVENTION PLANS LOCALLY. STORMWATER MANAGEMENT ASPECTS AND PROCEDURES MAY BE MODIFIED BY PERMITTEE (AND/OR OFFICIAL REPRESENTATIVE) UPON OBTAINING CENTERVILLE CITY APPROVAL.

SWPPP PHASING – ORDER OF WORK:

**PHASE 1: CONSTRUCTION OF SILT FENCES & BERMS,
AND INLET PROTECTIONS.**

PHASE 2: MAINTAIN SILT FENCES & BERMS AND INLET PROTECTIONS DURING CONSTRUCTION AND SITE IMPROVEMENTS.

PHASE 3: SOUTHERLY BERM & SILT FENCE/BERMS TO REMAIN IN PLACE INDEFINITELY UNTIL FURTHER PLAN IS ADVANCED. INLET PROTECTIONS MAY BE REMOVED UPON COMPLETION OF EARTHWORK ACTIVITIES.



SILT FENCE DETAIL
NOT TO SCALE

LABELS

(SF) - SILT FENCE OR BERM

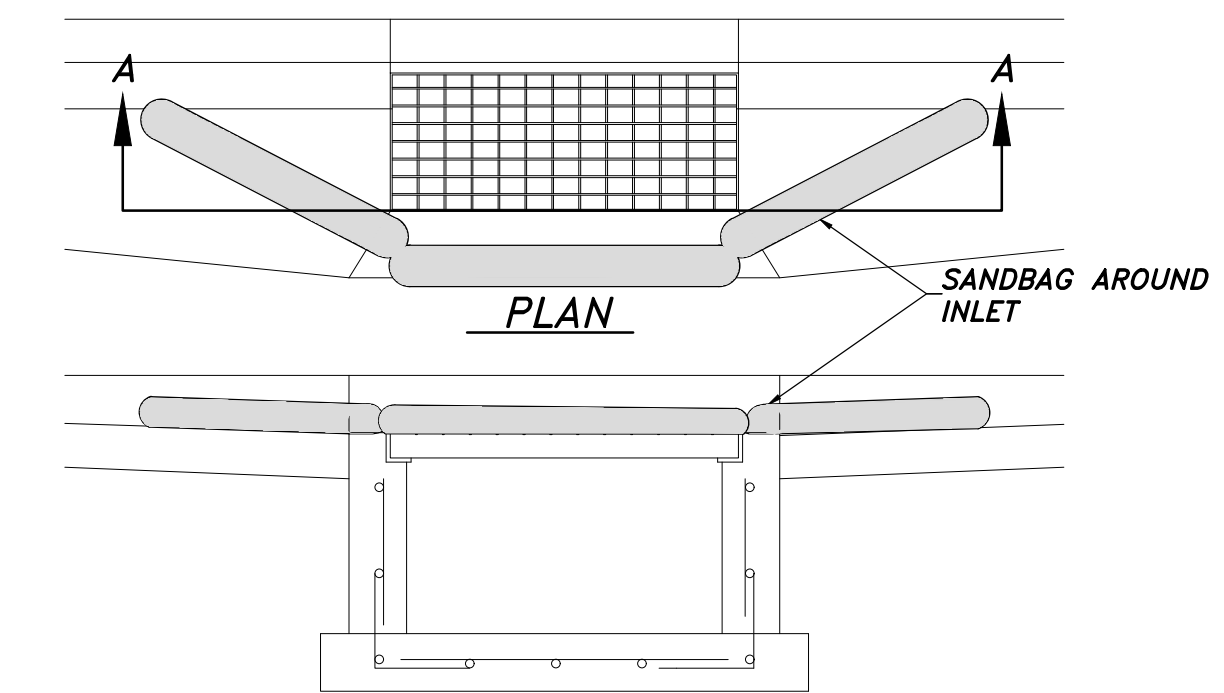
(IP) – INLET PROTECTION

QUANTITIES

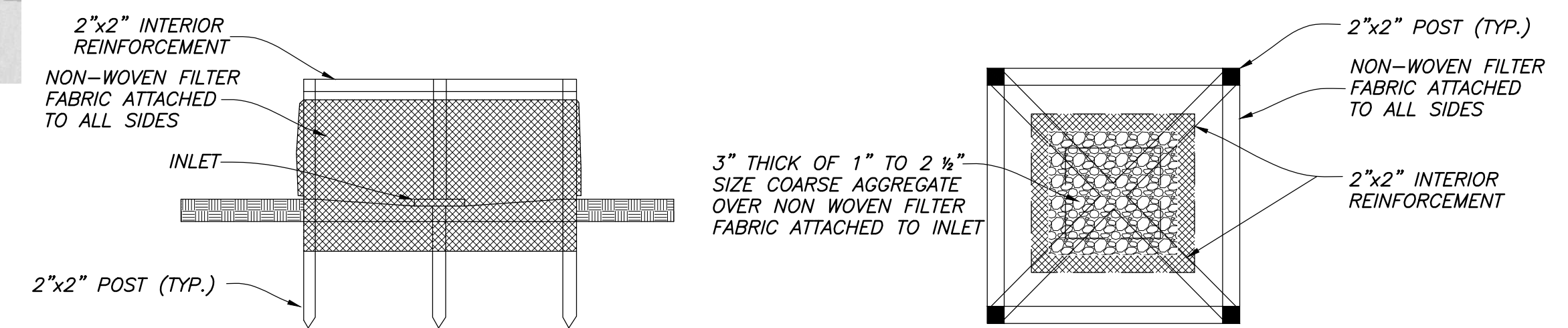
SILT FENCE/BERM - 242 LF

INLET PROTECTION - 4

L E G E N D



SECTION A
CURB INLET PROTECTION DETAIL
NOT TO SCALE

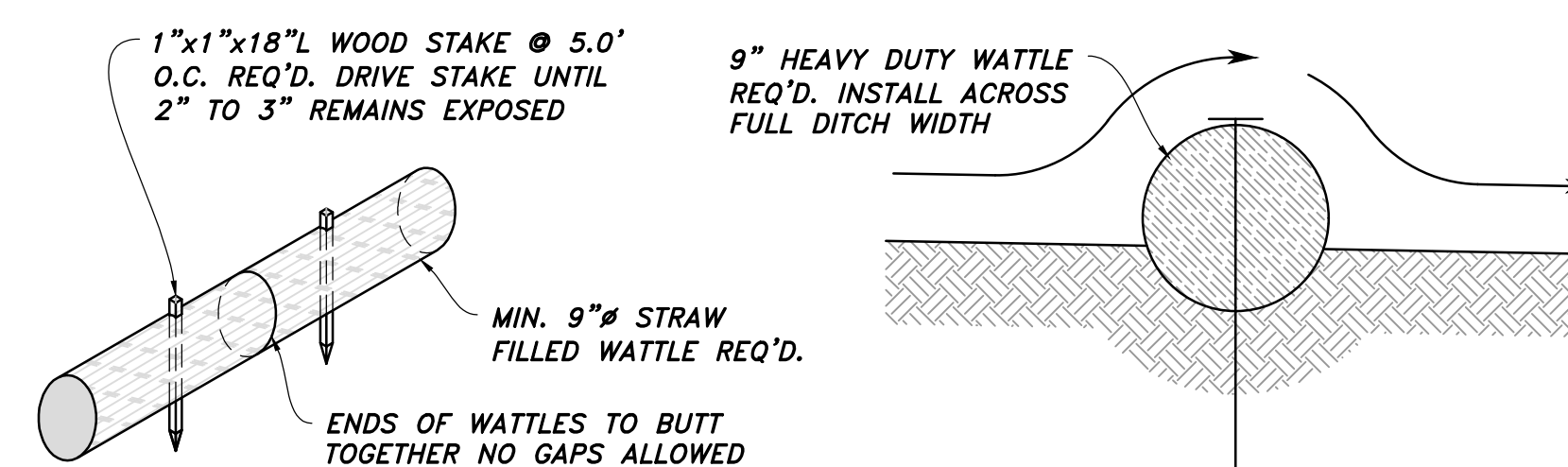


SIDE VIEW - GRASS AREA

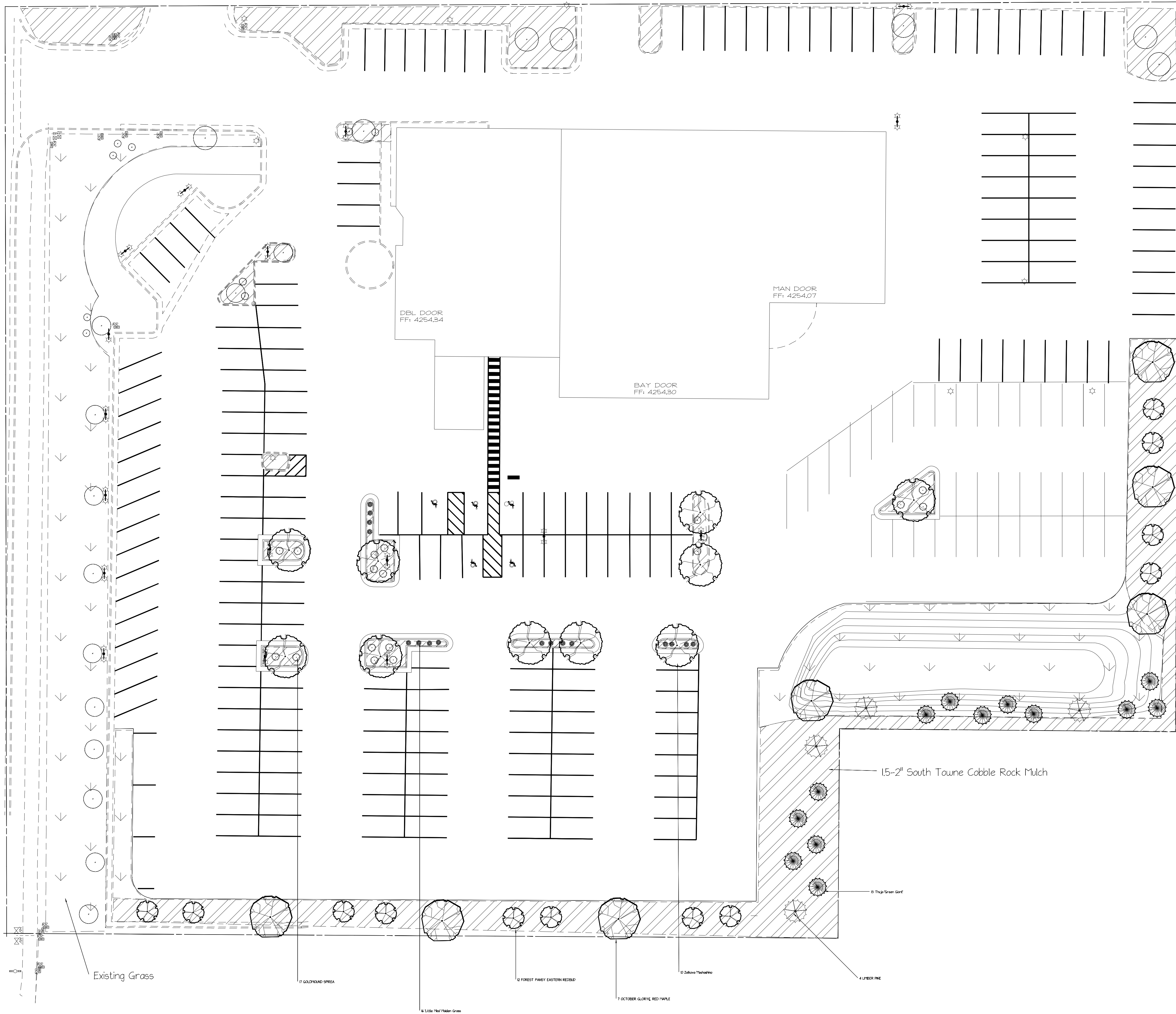
PLAN - GRASS AREAS

NOTE: NON-WOVEN FILTER FABRIC ATTACHED TO ALL SIDES OF BOX. SILT BOXES TO BE LOCATED AT EACH CATCH BASIN. DIMENSIONS OF BOX WILL VARY ACCORDING TO THE SIZE OF INLET AND DEPTH OF BASE.

INLET PROTECTION DETAIL
NOT TO SCALE



TYPICAL WATTLE/FILTER SOCK
NOT TO SCALE



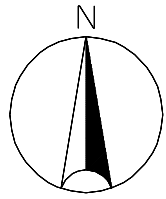
Qty	Botanical Name	Common Name	Size/Condition
Trees			
7	Acer rubrum 'October Glory'	OCTOBER GLORY® RED MAPLE	20 Gal
12	Cercis canadensis 'Forest Pansy'	FOREST PANSY EASTERN REDBUD	15 Gal
4	Pinus flexilis	LIMBER PINE	0
13	Thuja plicata 'Green Giant'	Thuja 'Green Giant'	5-6'
10	Zelkova serrata 'Mushashino'	Zelkova 'Mushashino'	20 Gal
Shrubs			
17	Spiraea 'Goldmound'	GOLDMOUND SPIREA	5 Gal
Ornamental Grasses			
16	Miscanthus sinensis 'Little Miss'	'Little Miss' Maiden Grass	1 Gal

Notes:
15-2" South Towne Cobble in perimeter planting beds and parking lot islands.
Dewitt 5 oz Weed Fabric under all rock mulch.
All plants within planter beds to receive drip irrigation.



ACC Auto Sales Truck World
155 South Frontage Road

Loveland Landscape and Gardens, Inc
1275 West 1600 North
West Bountiful, Utah 84087
80-294-4300



NORTH

SCALE 1"=20'
DATE 10/5/2021
DRAWING # 1

TRUCK WORLD

Conditional Use Permit Narrative

The Truck World site in Centerville, Utah seeks to expand it's existing Site Plan and Conditional Use Permit to include the southerly portion of it's existing site. The parcel boundaries aren't expanding - this is in essence an 'infill' project, to bring into productivity and beautify a portion of the property that has been less than developed.

Not detrimental to the health, safety, or general welfare of persons residing or working in the vicinity:

The proposed applications (Amended Final Site Plan & CUP) are for improving the on-site "infill" undeveloped portions of the site. There are no apparent health concerns as proposed project activities will improve the site by reducing dust and siltation potential. Safety-wise, there are no proposed additional access locations onto the frontage road inducing additional traffic conflict movements. Proposed improvement activities are embedded on-site. The general welfare is enhanced by asphalt improvements that will reduce nuisance erosion, and significant overgrowth that will be removed and replaced with beautifying landscaping. The improvements fill out and complete undeveloped on-site areas, thus complementing and completing parcel development.

Not injurious to property or improvements in the vicinity:

The site's northern boundary will continue to have a harmonious inter-access relationship with the commercial site to the north. The proposed southern berming and landscaping will improve drainage aspects with Les Schwab by better keeping drainage aspects of the two sites divided. The southeast overgrowth will be replaced by evergreens that will provide a tasteful residential buffer. The existing encroaching building will be removed. In general, proposed improvements will be enhancing rather than injurious to neighboring properties.

Particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the neighborhood and community:

The site location and use has been previously ratified by previous permitting - the existing (and continued) business use is zone-conforming. A truck sales facility along a commercial frontage road is appropriate. The site is embedded and complementary to the other adjoining commercial businesses along the frontage road.



Centerville City

Community Development Department
655 North 1250 West, Centerville, UT 84014
Phone: 801.292.8232
dwilkinson@centervilleut.com

UTILITY PROVIDER REVIEW SHEET

We have recommended that utility providers review and comment on development proposals in Centerville City. **Please review the submitted plan(s), answer the questions below, and email to dwilkinson@centervilleut.com**

Project	Truck World		
Project Address	155 South Frontage Road		
Applicant	Darcy Yancie		
Applicant Email	Jim Flint <jimf@haies.net>		
Applicant Phone	Jim Flint, 435-723-3491 Office, 970-749-4314 Cell		
Reviewed By	Robert Byrnes	Title	President
Email	cdcic.president@gmail.com	Phone	801-298-3675
Agency/Utility Co.	Centerville Deuel Creek Irrigation Company	Date	2021-10-22

Question 1

- We can provide service for this project? ☒ Y or N
- We will require additional and/or different configuration of easements? Y or ☒ N
If yes, please detail on the plan(s)

Question 2

- Any special onsite or offsite requirements for this project? Y or ☒ N
List here:

Question 3

- Are there fees required from the developer before utility company improvements can be installed? Y or ☒ N

Additional comments regarding this project that the City may need to know:

The account for this property is past due with balances from 2020 and 2021. No service will be provided until paid.

Questions regarding this form, contact Community Development Department 801.292.8232;
Randy Randall, Public Works 801.677.6099 or Kevin Campbell, City Engineer 801.263.1752

THANK YOU!

PLANNING COMMISSION MINUTES OF MEETING
Wednesday, October 13, 2021
7:00 p.m.

A quorum being present at City Hall, 250 North Main Street, Centerville, Utah, the meeting of the Centerville City Planning Commission was called to order at 7:00 p.m.

MEMBERS PRESENT

Kevin Daly, Chair
Mason Kjar
Matt Larsen
Heidi Shegrud
Spencer Summerhays
Christina Wilcox
Becki Wright

STAFF PRESENT

Cory Snyder, Community Development Director
Lisa Romney, City Attorney
Mackenzie Wood, Assistant Planner
Kevin Campbell, City Engineer

VISITORS

Zach Swensen, CW Land
Glen Girsberger, JF Capital
Mitch Vance, JF Capital

PLEDGE OF ALLEGIANCE

OPENING COMMENTS/LEGISLATIVE PRAYER Commissioner Summerhays

WELCOME

Chair Daly introduced and welcomed new Planning Commissioner Matt Larsen.

PUBLIC HEARING – PRELIMINARY SUBDIVISION AND FINAL SITE PLAN – THE LANE

On July 14, 2021, the applicant received Conceptual Site Plan approval, with four directives, from the Planning Commission for a development of twelve single-family units on a parcel along Porter Lane. Assistant Planner Mackenzie Wood reported three of the four directives were completed, and staff recommended carrying the fourth directive on to future approvals.

Staff explained the applicant had recorded an access and utility easement with Truck World to connect drainage to City infrastructure through the Truck World site. City Engineer Kevin Campbell emphasized the need to ensure that drainage not detained on site would connect with public drainage infrastructure on Frontage Road. Both parties, the applicant and Truck World, would sign maintenance agreements with the City for detention.

Zach Swensen, representing the applicant, explained the request to eliminate sidewalk on the west portion near the entrance of the private lane to allow the required 27 feet of pavement. He stated the hammer-head turnaround at the end of the private lane met Fire Code specifications. He explained the applicant was in the process of obtaining additional easement with Truck World, and said both parties were highly motivated to work out the drainage issue.

1 Mr. Swensen said the applicant had not believed it was necessary to obtain a permit
2 from the County regarding the Deuel Creek stream channel because the nearest structure in the
3 development to the stream channel would be 240 feet away. He said his understanding was that
4 a permit would be required if the nearest structure were within 100 feet of a critical flood area.

5
6 Commissioner Wright suggested extending the proposed sidewalk through the curve on
7 both sides at the rear of the private lane to provide better pedestrian/ADA connectivity.
8 Responding to a question from Commissioner Kjar, Mr. Swensen stated placement of garbage
9 cans had not yet been addressed in the CC&Rs.

10
11 At 7:42 p.m., Chair Daly opened a public hearing for the Preliminary Subdivision, and
12 closed the public hearing seeing that no one wished to comment. Responding to a question
13 from Commissioner Shegrud, Mr. Snyder confirmed that open space was not required with
14 single-family development. Commissioner Shegrud commented that the HOA would be able to
15 turn the open space near the entrance into parking space in the future.

16
17 Mr. Campbell explained that a Development and Construction permit would need to be
18 obtained from Davis County because the development was within 100 feet of the Deuel Creek
19 stream channel, but said he believed the process would go smoothly considering the
20 development did not have a building within 100 feet of the stream channel.

21
22 Chair Daly expressed the opinion that the final site plan application was not "watertight".
23 Mr. Snyder said he believed Truck World and the applicant had the drainage issue basically
24 worked out. Commissioner Kjar said he was inclined to vote in favor of approval, with strict
25 conditions related to drainage. Commissioner Wright said she agreed. The Planning
26 Commission and staff discussed possible conditions of approval.

27
28 Commissioner Summerhays **moved** to approve the Final Site Plan for The Lane
29 Subdivision at 644 West 400 South (Porter Lane), parcels 03-001-0178 and 03-001-0179 with
30 the following conditions and reason for action. Commissioner Wright seconded the motion,
31 which passed by unanimous vote (7-0).

32
33 Conditions:

- 34
35 1. The approved use shall be 12 single-family detached dwellings.
36 2. The applicant shall combine the two parcels prior to or concurrent with recording the
37 final plat or prior to issuance of any development or building permit within the project,
38 whichever occurs first.
39 3. The applicant shall provide drawings that show the required improvements on the
40 ACC Auto Site (aka Truck World) needed for The Lane Subdivision drainage, with a
41 drainage easement out to Frontage Road.
42 4. The development shall be subject to the terms and conditions of providing adequate
43 utilities to the project, in accordance with applicable law from all related utility
44 providers.
45 5. Sidewalks shall extend to the driveways of Lots 5 and 8.
46 6. The developer shall be required to provide a drainage plan and long-term detention
47 maintenance agreement.

48
49 Reason for Action:

- 50
51 a. The Planning Commission finds that proposed Final Site Plan conforms or is
52 conditioned to conform to the Conceptual Site Plan, as per CZC 12.21.110(f), as
53 outlined in the related Planning Staff Report.
54

Commissioner Summerhays **moved** to approve the Preliminary Plat (Subdivision) for The Lane Subdivision at approximately 644 West 400 South (Porter Lane) parcels 03-001-0178 and 03-001-0179 with the following conditions and reasons for action. Commissioner Kjar seconded the motion, which passed by unanimous vote (7-0).

Conditions:

1. Receive approval of drainage plan from City Engineer and City Drainage Specialist.
2. Obtain and submit a Davis County Development and Construction permit and provide any required stream channel easements or restricted build areas.
3. The applicant shall combine the two parcels prior to or concurrent with recording the final plat or prior to issuance of any development or building permit within the project, whichever occurs first.
4. A Final Subdivision Application and Plat shall be submitted in accordance with CMC 15.04 of the Subdivision Ordinance, with Licensed Architect's signature and seal.
5. The Final Subdivision Submittal shall also provide the applicable subdivision infrastructure construction plans for the subdivision in accordance with CMC 15.04.104.
6. In accordance with the City's addressing system, the final plat shall depict the address of each dwelling and be deemed acceptable by the City's Public Works Director.
7. Sidewalks shall extend to the driveways of Lots 5 and 8.
8. A long-term detention and storm water maintenance agreement shall be put in place.
9. Drainage easement shall extend out to Frontage Road.

Reasons for Action:

- a. The Planning Commission finds that Preliminary Subdivision Plans are substantially consistent with the previous Conceptual Plan Acceptance.
- b. The Planning Commission finds that the Preliminary Subdivision Submittal, with the conditions imposed, complies with the applicable regulations of the Subdivision Ordinance.
- c. The Planning Commission finds that the Preliminary Subdivision Submittal, with the conditions imposed, complies with the applicable regulations of the City's Zoning Ordinance, regarding lot development within the R-M Zone.

FINAL SITE PLAN – THE COMMONS AT LEGACY CROSSING

Mr. Snyder explained the applicant was seeking a Final Site Plan approval for Lots 2 and 3 of Legacy Crossing at Parrish Lane. He stated many of the conditions of Conceptual Site Plan approval had been met, and said staff recommended approval of the Final Site Plan with conditions. Mr. Snyder answered questions regarding parking and landscaping. Commissioner Shegrud suggested that since the plan was "overparked", a few concrete islands with trees to provide shade for vehicles might be desirable. Mr. Snyder and City Attorney Lisa Romney discussed the concept of "conditional approval" with the Planning Commission.

Mitch Vance, representing the applicant, said he was comfortable with the conditions recommended by staff. Glen Girsberger, also representing the applicant, explained that proposed retail space was designed to be flexible and work with a variety of retail uses. They explained that pole lighting would be added for parking as needed, and stated the entire project would be developed at the same time. Mr. Girsberger said he liked the suggestion to add islands with trees in the parking area, and spoke of desirable sight lines for retail. He said he understood a building permit would not be possible until all conditions were met.

Commissioner Kjar **moved** to conditionally approve the Final Site Plan for Lots 2 and 3 of the Legacy Crossing Development, subject to the following conditions and with the following reasons for action. Commissioner Summerhays seconded the motion, which passed by unanimous vote (7-0).

Conditions:

1. The revised PDO Development Agreement, Assignment Agreement, and other governing document amendments shall be prepared and submitted by the Applicant to the City Council and shall obtain Council approval in order for this Final Site Plan Approval to become effective.
2. The Applicant shall prepare, submit, and record the plat linen related to the Approved Subdivision Plat Amendment in order for this Final Site Plan Approval to become effective.
3. The development of the property shall comply with the Final Site Plans Submittal given to the City and as reviewed by the Planning Commission, unless otherwise amended either by this approval or any subsequent amended approved in accordance with the Zoning Ordinance.
4. With this Final Approval, the site is approved for "retail uses." Other uses to be established in the future shall be reviewed and approved in accordance with approved PDO provisions and/or applicable City Ordinances.
5. Prior to receiving any development related construction permit for the site, the Applicant shall complete the following tasks:
 - i. In accordance with CZC 12.52.110(i), the applicant shall submit a lighting plan that conforms to the requirements for parking lot night illumination.
 - ii. The Final Site Plan shall verify/comply with the required four-foot (4') parking lot perimeter.
 - iii. The Final Site Plan shall verify/comply with the required 5% internal parking area landscaping requirement.
 - iv. The Final Site Plan shall depict the required design details for the dumpster locations.
 - v. The applicant shall depict or alter the Final Site Plan to accomplish these tasks and shall submit the changes to the Zoning Administrator for review and compliance with this approval or applicable regulation.
 - vi. Any disputes that arise from performing these tasks shall be remanded back to the Planning Commission for review and making the final decision.
6. The site shall be developed in its entirety and all related bonding, fees, etc. shall be submitted prior to commencing construction. Nonetheless if desired, the applicant may subsequently submit a "phasing plan" in accordance with CZC 12.21.110(f), which is to be reviewed and approved by the Planning Commission at a later date.

Reasons for Action:

- a. The Planning Commission finds that the submitted final site plan, with the conditions imposed, complies with the provisions and regulations of the related PDO Amendment and Conceptual Site Plan approval granted by the City.
- b. The Planning Commission finds that the submitted final site plan, with the conditions imposed, complies with the provisions and regulations of the related original PDO Amendment, as also outlined in the report to the Commission.
- c. The Planning Commission finds that the submitted final site plan, with the conditions imposed, complies with the applicable provisions and regulations of the Commercial Very-High Zone, as also outlined in the report to the Commission.

- 1 d. The Planning Commission finds that the submitted final site plan, with the conditions
2 imposed, complies with the applicable provisions and regulations of the Parrish Lane
3 Gateway Design Standards, as also outlined in the report to the Commission.
4 e. Therefore, the Planning Commission finds that the Final Site Plan submittal is eligible
5 to receive a Final Site Plan Approval.
6

7 **LAND USE TRAINING – MUNICIPAL LAND USE, DEVELOPMENT, AND**
8 **MANAGEMENT ACT – PART 8 – DISTRICT COURT REVIEW**
9

10 Ms. Romney provided Municipal Land Use, Development, and Management Act training
11 regarding district court review, and answered questions from the Commission.
12

13 **COMMUNITY DEVELOPMENT DIRECTOR'S REPORT**
14

15 The Planning Commission was scheduled to meet next on October 27, 2021. The
16 Planning Commission and staff discussed public hearings and whether or not the Commission
17 would want to hold public hearings in situations when not required by law (e.g., upcoming
18 Summerhill Lane Final Subdivision review). Commissioner Wright commented that the
19 Summerhill Lane development project had caused a great deal of public concern, and
20 suggested an additional public hearing may be appropriate. Commissioner Shegrud expressed
21 a desire to be consistent and follow established procedure. Mr. Snyder reported on recent
22 actions by the City Council.
23

24 **MINUTES REVIEW AND ACCEPTANCE**
25

26 Minutes of the September 22, 2021 meeting were reviewed. Commissioner Shegrud
27 **moved** to accept the minutes. Commissioner Wilcox seconded the motion, which passed by
28 unanimous vote (7-0).
29

30 **ADJOURNMENT**
31

32 At 9:23 p.m., Chair Daly **moved** to adjourn the meeting. Commissioner Summerhays
33 seconded the motion, which passed by unanimous vote (7-0).
34
35
36

37
38 _____
39 Jennifer Hansen, City Recorder
40
41

Date Approved

42
43 _____
Katie Rust, Recording Secretary