



PLANNING COMMISSION AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE PLANNING COMMISSION WILL HOLD A REGULAR MEETING AT 7:00 PM ON JUNE 14, 2023 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville City Planning Commission meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville City Planning Commission meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Commission reserves the right to modify the sequence of agenda items in order to facilitate special needs or provide greater efficiency.

The full agenda packet and backup materials can be found on the Centerville City website at:

<https://centervilleutah.gov/129/Agendas-Minutes>

A. CALL TO ORDER

- 1. ROLL CALL**
- 2. LEGISLATIVE PRAYER OR THOUGHT**
- 3. PLEDGE OF ALLEGIANCE**

B. BUSINESS ITEMS

Business action or discussion items to be considered by the Planning Commission.

1. Public Hearing - Preliminary Subdivision - Stokes Stevenson Industrial Flex Site (aka Trinity) - ADMINISTRATIVE DECISION
The developer is under contract to purchase approximately 16.85 acres of land of an existing site used for Trinity. A portion of the property is located within Centerville at approximately 1200 West 50 South, which is zoned Industrial Very-High (I-VH) under the Centerville Zoning Code. However, a portion of the property is also located within West Bountiful at approximately 640 West 2300 North and is zoned Light Industrial (L-I) under the West Bountiful Zoning Code. The developer desires to develop a significant underutilized portion property as an industrial flex use project consisting of multiple buildings and related improvements.
2. Training Session - General Plan
Receive land use training from the City Attorney regarding General Plans, including discussion of applicable provisions of State law

C. COMMUNITY DEVELOPMENT DIRECTORS REPORT

1. Community Development Director's Report
Next Planning Commission Meeting - June 24, 2023
Tentative Items:

- Conceptual Site Plan, Multi-family Expansion - Pheasant Brook Development
- Rezone, Planned Development Overlay Request - Jesen Family Subdivision
- Conceptual Subdivision, Jensen Family Subdivision

Request for Ad-hoc Selection Committee Appointments - 2 Commissioners for General Plan

Request for Proposals Review

D. MINUTES

Minutes of prior meetings may be reviewed and accepted. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. Minutes Review and Approval

E. ADJOURNMENT

CERTIFICATE OF POSTING

I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

**Jennifer Robison
Centerville City Recorder**

**PLANNING
COMMISSION**

Staff Report
6/14/2023

Item No. 1.

Title: Public Hearing - Preliminary Subdivision - Stokes Stevenson Industrial Flex Site (aka Trinity) -
ADMINISTRATIVE DECISION

Initiated By: Applicant

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

The developer is under contract to purchase approximately 16.85 acres of land of an existing site used for Trinity. A portion of the property is located within Centerville at approximately 1200 West 50 South, which is zoned Industrial Very-High (I-VH) under the Centerville Zoning Code. However, a portion of the property is also located within West Bountiful at approximately 640 West 2300 North and is zoned Light Industrial (L-I) under the West Bountiful Zoning Code. The developer desires to develop a significant underutilized portion property as an industrial flex use project consisting of multiple buildings and related improvements.

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 06-14-2023 PC Staff Report Preliminary Subdivision Submittal, Stokes-Stevenson Industrial Flex
2. Centerville Flex_Condo-03-16-23
3. Declaration of Condominium SS Centerville Flex - 6.2.23
4. Centerville Flex Site Plan
5. Centerville Flex Landscape Plan2

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

**STAFF REPORT
AGENDA: ITEM 1**

OWNER: STOKES STEVENSON PARTNERS
1215 WILMINGTON AVE STE 120
SALT LAKE CITY, UTAH 84106

AGENT CONTACT: (sam@stokesstevenson.com)

PROPERTY: PARCELS 06-008-0035, 06-012-0038, 06-012-0112
(APROXIMATELY 50 SOUTH 1250 WEST)

ACREAGE: 16.35 ACRES

ZONING: INDUSTRIAL VERY- HIGH (I-VH) DISTRICT

APPLICATION: PRELIMINARY SUBDIVISION APPROVAL

RECOMMENDATION: CONSIDER APPROVAL OF PRELIMINARY PLANS

BACKGROUND

The developer is under contract to purchase approximately 16.85 acres of land of an existing site used for Trinity. A portion of the property is located within Centerville at approximately 1200 West 50 South, which is zoned Industrial Very-High (I-VH) under the Centerville Zoning Code. However, a portion of the property is also located within West Bountiful at approximately 640 West 2300 North and is zoned Light Industrial (L-I) under the West Bountiful Zoning Code. The developer desires to develop a significant underutilized portion property as an industrial flex use project consisting of multiple buildings and related improvements.



PREVIOUS FINAL SITE PLAN APPROVAL SUMMARY

In May of 2023, the Centerville Planning Commission approved The Final Site Plan for the proposed the Centerville Industrial Flex Development, located generally at 1200 West 50 South, as follows:

1. *This final site plan approval is restricted to the development of the property, as submitted to the City with the Final Site Plan Application, or as amended by this approval.*
2. *This Final Site Plan may be amended in the future in accordance with the City's Administrative Approval processes.*
3. *The Final Site Plan shall be altered in a manner to address the following:*
 - a. *The maximum building height shall be limited to 35 feet, subject to the height exceptions allowed by the Zoning Ordinance of CZC 12.55.120.*
 - b. *All two-way parking lot drive aisles shall be corrected to have at least a minimum width of 25 feet.*
 - c. *The maximum height for parking lot pole lighting shall not exceed 25 feet.*
 - d. *The Final Site Plan shall further address the screening of roof equipment and/or ground equipment, as per CZC 12.51.110.*
 - e. *Utility service easements will need to be identified and accepted by the prevailing city or agency providing needed utility services.*
 - f. *Provide the needed cross-access through an appropriate recordable agreement, as deemed acceptable by the City Engineer and Attorney.*
 - g. *All alterations listed in this section shall be reviewed and approved by the Zoning Administrator, as part of the issuance of any project construction permit.*
 - h. *Any dispute regarding compliance with these listed items shall be returned to the Centerville City Planning Commission for resolution.*
4. *The Final Site Plan is conditionally approved assuming the use of the property is industrial flex development consisting of unidentified general manufacturing uses which would require 447 parking stalls. If all the building users employ a substantial number of actual employees, the parking count (highest shift) may change and/or not comply, which may require additional parking subject to a Site Plan Amendment Approval process.*
5. *All site and wall signage are required to obtain a separate permit and must be reviewed by staff for approval at the time a sign permit application is submitted, which shall comply with CZC 12-54.*
6. *Where deemed applicable by the City Engineer, all public street improvements shall be repaired, upgraded, or provided where missing, as required by CZC 12.55.190.*
7. *The final site plan approval shall remain subject to the City Engineer's review and approval of the improvement construction drawings or applicable needed alterations, including the any applicable public improvements and public landscaping bonding, as deemed applicable by the City Engineer in accordance with City ordinances.*

8. *This Final Site Plan Approval is conditioned upon the required site remedies regarding the existing nonconformity status of the original Trinity operations and site (see CZC 12.21.080). Due to the past spatial extent of this existing use, the Centerville Flex property is also being considered as a “development phase,” in accordance with CZC 12.110(f). Therefore, this approval is contingent on the parallel approval of the Trinity Site, which shall require both properties to be developed simultaneously, with regards to the jointly integrated construction of needed utilities and services.*
9. *A portion of this Final Site Plan and its proposed development is outside of the City limits of Centerville (i.e. West Bountiful) and has been reviewed utilizing the Centerville City I-VH standards in accordance with the MOU between the Cities and the developer. However, this final site plan approval is not a guarantee, sanction and/or to be deemed a Final approval by West Bountiful.*
10. *Due to the nature of this proposed development being located in multiple municipal jurisdictions, this Final Site Plan Approval shall NOT become effective or valid until both Centerville City and West Bountiful City have entered into an interlocal agreement between them regarding the provision of services and other applicable joint municipal issue regarding the project.*
11. *In accordance with CZC 12.21.110.(c)(3), when site plan approval is required, no building permit for the construction of any building, structure, or other improvement to the site shall be issued prior to approval of the required plan. No clearing, grubbing, grading, drainage work, parking lot construction or other site improvement shall be undertaken prior to obtaining the required Final Site Plan approvals from both Centerville City and West Bountiful City.*
12. *If an interlocal agreement is not obtained between these cities, then this Final Site Plan may be amended to remove and reconfigure the site to eliminate property outside of Centerville City, in accordance with submitted Amended Site Plan Application, which shall return to the Centerville City Planning Commission for review and approval or shall become null and void.*
13. *This Final Site Plan Approval shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within one year or not substantially completed within two years from the date of final site plan approval.*

PREVIOUS CONCEPTUAL SUBDIVISION ACCEPTANCE

In April of 2023, the Planning Commission accepted the Conceptual Subdivision Plan for the Centerville Industrial Flex development (*aka Trinity site*), subject to the following conditions:

- 1) *The applicant shall prepare and submit a Preliminary Subdivision Plan that conforms to the requirements of CMC 15.03.030. **COMPLETED***
- 2) *The preliminary subdivision plans shall depict the required easements for overall parcel frontage, side, and rear property lines of the subdivision. **INCOMPLETE***

- 3) *The applicant shall prepare and submit draft versions of the required documents to establish an Owners Association and related CC&Rs meeting the expectations of CMC 15.06.010. **COMPLETED***
- 4) *The preliminary subdivision plans and subdivision layout shall be subject to the applicable Final Site Plan Approval for the proposed development. **CONSISTENT***
- 5) *This conceptual subdivision plan review is not intended to permit actual development of property pursuant to such plan but was reviewed merely to represent how the property could be developed in manner consistent with the planned development provisions. **NO LONGER APPLICABLE***
- 6) *A portion of this conceptual subdivision acceptance and proposed development is outside of the City limits (West Bountiful) has been deemed to be reviewed utilizing the subdivision standards in accordance with the MOU between the Cities and the developer. However, such review is not a guarantee, sanction and/or an approval by West Bountiful. **ACKNOWLEDGED***

PRELIMINARY SUBDIVISION PLAN REVIEW

According to CMC 15.06.010, Planned Unit Development, there are five (5) criteria for reviewing and approving a PUD Subdivision. Below is staff's summary of the review criteria:

Design Standards – the design of the subdivision plat shall be in harmony with the General Plan and design standards recommended by the Planning Commission.

Staff Comments: Since this project is located in an Industrial Very-High (I-VH) Zone and has received a Final Site Plan Approval. **The design layout has been deemed compliant with both the expectations of the General Plan and the applicable I-VH design standards set by the Planning Commission.** The proposed division of the property appears to be consistent with the approved Final Site Plan in May of 2023.

Provisions for Common Open Space - the subdivider is required to provide plans for use and landscaping of open space areas. Additionally, the Planning Commission can place conditions regarding the disposition or reuse of the open if the space is not maintained or abandoned by the owners.

Staff Comments: As part of the original Final Site Plan approval, **the design provides common areas consisting of cross-access drives, parking, and landscaping.** These areas ensure that every future owner of the buildings will remain compliant with the approved Final Site Plan and not render any ownership of a nonconforming situation.

Guarantee of Common Open Space Improvements – The subdivider is required to post an acceptable bond for installation of open space improvements that are to be completed within two (2) years of the posting.

Staff Comments: In order to begin construction after Final Site Plan approval and/or the recording of the Final Subdivision Plat, **the subdivider will be required to sign and post an applicable bond for infrastructure improvements.** However, due to fairly recent state statutes, **subdivisions are not required to post a landscaping bond for private landscaping plans.**

Continuation of Common Open Space - the subdivider is to grant to the City, an "Open Space Easement" on and over the common open space prior to the recording to the final plat.

Staff Comments: The open space easement will need to be depicted on the Final Subdivision Plan submittals.

Maintenance of the Common Open Space – As part of the recording of the Final Subdivision Plat, the subdivider will need to prepare and submit the documents establishing an Owners Association and the relevant Covenants, Conditions, and Restrictions.

Staff Comments: The applicant has provided the required draft documents that will need to be reviewed and deemed acceptable to the City Attorney regarding conformance with applicable law during the Final Subdivision Plat process.

Industrial Very-High Development Standards – CZC 12.35.300

Lot and Parcel Standards	Minimum Required	Actual	Compliance Status
Minimum Area	None		Null
Minimum Frontage	50ft		Complies, as a PUD Subdivision
Minimum Width	50ft		Complies, as a PUD Subdivision

General Requirements for All Subdivisions (CMC 15.05)

LOTS – All subdivisions must create developable and buildable lots. As noted in CMC 15.06.020 and also with the definition of a Lot, as described in 15.01, as follows:

"Lot" means a parcel or tract of land within a subdivision and abutting a public street, which is or may be occupied by one building and the accessory buildings or uses customarily incident thereto, including such open spaces as are arranged and designed to be used in connection with the building according to the zone within which the lot is located.

Consequently, it is the expectation the Zoning Ordinance that site plan development should be approved in a manner that each lot can conform to all the related building, landscaping, parking, and other relevant requirements as an independent site or phase [see CZC 12-21-110(f)]. The applicant has shown that the units (i.e. buildings) will remain in compliance with the zoning development standards, thereby guaranteeing that any subsequent owners of the buildings would not be in possession of a non-conforming situation or dependent upon another building owner for compliance with the Zoning Ordinance.

STREETS, DRAINAGE, AND UTILITY IMPROVEMENTS –

As reviewed in the related Final Site Plan Approval, there are no new public streets being proposed. However, the proposed “access drives” will be constructed to serve the buildings with the development. As to utility services, this has been addressed with the construction drawings for the related Final Site Plan. However, the Subdivision Ordinance requires three public utility easements for the property; a 10ft easement along the street frontage; a 7ft easement along one side; and a 7ft along the rear lot line are required in addition to any interior easements to service the subdivision.

PLANNING STAFF RECOMMENDATION

[PROPOSED MOTION] *“I hereby make a motion for the Planning Commission to **APPROVE** the Preliminary Subdivision Plan for the Centerville Industrial Flex Development, located at approximately 50 South 1250 West, subject to the following conditions:*

- 1) *The subdivider shall submit a Final Subdivision Plat that conforms to the requirements of CMC 15.04.030.*
- 2) *The Final Subdivision Plat shall be prepared in accordance with the City’s Subdivision Plat Format, as deemed acceptable by the City Engineer.*
- 3) *The Final Subdivision Plat shall depict the subdivision layout that conforms to the City approved Final Site Plan in May of 2023.*
- 4) *The Final Subdivision Plat shall address the following:*
 - a. *Provide the required utility easements, as required by ordinance.*
 - b. *Note the required “open space” easement for the common areas.*
 - c. *Provide an updated Preliminary Title Report for review by applicable city staff.*
- 5) *Final Construction Plans may consist of the Construction Drawings for the related Final Site Plan Approval, provided the plans are deemed acceptable by the City Engineer. If not, the applicant shall prepare any needed amendments that are deemed necessary.*
- 6) *A portion of this Preliminary Subdivision Plan Approval and proposed development is outside of the City limits (i.e. West Bountiful) has been deemed to be reviewed utilizing the subdivision standards in accordance with the MOU between the Cities and the developer. However, such review is not a guarantee, sanction and/or an approval by West Bountiful.*

[SUGGESTED REASONS FOR THE ACTION]:

- a) *The Planning Commission finds that a Preliminary Subdivision Plan is consistent with the City Approved Final Site Plan in May of 2023.*
- b) *The Planning Commission finds that the Planned Unit Development (PUD), implements the existing Final Site Plan Approval granted by the City in May of 2023.*
- c) *Therefore, the Planning Commission finds that, with the conditions imposed, the preliminary subdivision plan meets the requirements of CMC 15.06.010 Planned Unit Development.*

CENTERVILLE FLEX CONDOMINIUM
PRELIMINARY PLAT

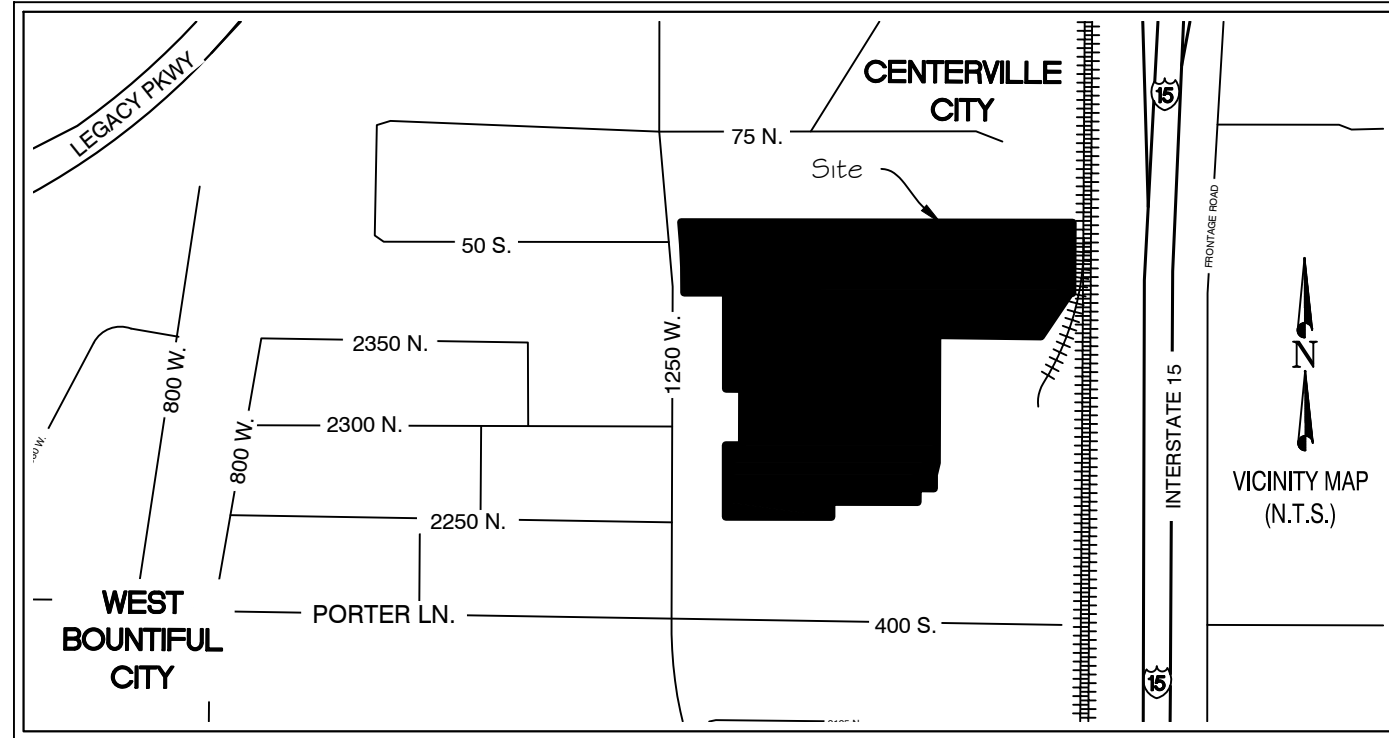
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

PROPERTY
MANAGEMENT X LLC
06-012-0105

Found Witness Corner
to the East Quarter Corner
Section 12, T.2N., R.1W.

(WC to Sec Cor)
S89°54'27"E
102.69'

East Quarter
Section 12, T.2N., R.1W.
(Calculated)



SURVEYOR'S CERTIFICATE

I, BRIAN MITCHELL, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5152617 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act; I further certify that by authority of the owners I have made a survey of the tract of land in accordance with Section 17-23-17 and have verified all measurements and that the description describes the land known as **CENTERVILLE FLEX CONDOMINIUM**. I further certify that this condominium plat is accurate and has been prepared in compliance with the provisions of the Utah Condominium Ownership Act, and that the same has been surveyed and staked on the ground as shown on this map, and that the building dimensions are or will be as shown on this plat.

Signed this ____ day of _____, 2023



BOUNDARY DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the westerly right-of-way line of Utah Transit Authority Commuter Rail shown on that certain Utah Transit Authority Commuter Rail Right-of-Way Survey filed as No. 5910 in the Office of the Davis County Surveyor, which is 111.34 feet S. 89°56'12" W. and 420.01 feet N. 00°05'40" E. along a monument line and 3.93 feet West from the Southeast Corner of said Section 2; thence N. 89°56'12" W. 6.45 feet; thence S. 33°58'38" W. 161.97 feet; thence N. 89°16'52" W. 320.74 feet; thence S. 00°12'44" W. 395.27 feet; thence S. 13°47'20" W. 37.99 feet; thence S. 00°12'44" W. 41.85 feet; thence N. 89°25'16" W. 50.10 feet; thence S. 00°34'44" W. 42.78 feet; thence N. 89°51'46" W. 266.77 feet; thence S. 00°03'48" W. 46.77 feet; thence N. 89°56'12" W. 326.64 feet; thence N. 00°03'48" E. 221.33 feet; thence S. 89°56'12" E. 50.00 feet; thence N. 00°03'48" E. 174.70 feet; thence N. 89°56'12" W. 50.00 feet; thence N. 00°03'48" E. 297.50 feet; thence N. 89°56'12" W. 129.35 feet; thence N. 00°25'40" E. 10.67 feet to a point of tangency with a 1949.86 - foot radius curve to the left, concave westerly; thence Northerly 207.44 feet along the arc of said curve, through a central angle of 06°05'44" (Chord bears N. 02°37'12" W. 207.34 feet); thence S. 89°56'12" E. 1,211.16 feet to said westerly right-of-way line; thence S. 00°13'08" W. 217.78 feet along said westerly right-of-way line to the **Point of Beginning**.

The above described parcel of land contains 737,027 sq. ft. or 16.919 acres, more or less. 3 Lots

The Rotation of this Description to NAD83 State Plane Bearing (Utah North Zone) is 00°19'04" Clockwise.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into Lots, Parcel and Streets, together with easements as set forth to be hereafter known as:

CENTERVILLE FLEX CONDOMINIUM

And do hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and iteration of utility lines and facilities. The undersigned owners also hereby convey any other easements and shown on this plat to the parties indicated and for the purposes shown hereon.

STOKES STEVENSON CENTERVILLE FLEX LLC

By: _____

Print Name: _____

Title: _____

NOTARY ACKNOWLEDGMENT

State of _____)
County of _____)

On this ____ day of _____, in the year 20____, before me, _____ a Notary Public, personally appeared _____ the _____ of STOKES STEVENSON CENTERVILLE FLEX LLC proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing owner's dedication and consent regarding the **CENTERVILLE FLEX CONDOMINIUM**, and was signed by him/her on behalf of said STOKES STEVENSON CENTERVILLE FLEX LLC and acknowledged that he/she/they executed the same.

Commission Number _____

My Commission Expires _____

Signature: _____

Print Name: _____

A Notary Public Commissioned in Utah

CENTERVILLE FLEX CONDOMINIUM

LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

DAVIS COUNTY RECORDER

Recorded # _____
State of Utah, County of Davis, Recorded and filed at the request of

Date: _____ Time: _____ Book: _____ Page: _____

Fee \$ _____ Davis County Recorder

LINE TABLE		
LINE #	LENGTH	BEARING
L1	6.45	N89° 56' 12"W
L2	37.99	S13° 47' 20"W
L3	41.85	S0° 12' 44"W
L4	50.10	N89° 25' 16"W
L5	42.78	S0° 34' 44"W
L6	46.77	S0° 03' 48"W
L7	50.00	S89° 56' 12"E
L8	50.00	N89° 56' 12"W
L9	10.67	N0° 25' 40"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	207.44	1949.86	6°05'44"	N2° 37' 12"W	207.34

SOUTH DAVIS SEWER DISTRICT

Approved and accepted by South Davis Sewer District on
this ____ day of _____, AD 20____.

Approved: _____
Matthew Myers, General Manager

PLANNING COMMISSION

Recommended for approval this ____ day of _____ A.D.
20____ by the Centerville City Planning Commission.

Chairman, Planning Commission

CENTERVILLE CITY ENGINEER

Recommended for approval this ____ day of _____ A.D.
20____.

City Engineer

CITY ATTORNEY

Recommended for approval as to this form this ____ day of _____
A.D. 20____.

City Attorney

CITY COUNCIL APPROVAL

Presented to the Centerville City Council this ____ day of _____ A.D.
20____, at which time this subdivision was approved and accepted.

Attest: City Recorder

Mayor

PREPARED BY:

CIR CIVIL ENGINEERING
+SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

SHEET
1
3

Legend of Symbols
& Abbreviations

- Boundary Line
- Adjacent Parcel Line
- Section Line
- Easement
- Existing Railroad Tracks
- Private Ownership
- Common Area
- Set rebar and cap stamped "CIR"

PLAT NOTES:

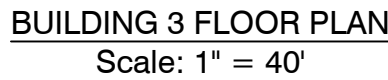
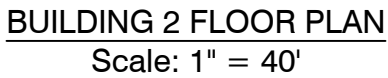
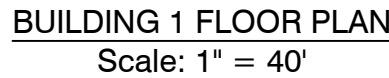
- Benchmark Elevation: 4247.26
Datum is NAVD 88 derived from Utah TurnGPS System.
Witness Corner to the Southeast Corner of Section 12
Township 2 North, Range 1 West.

Building 1=4235.20
Building 2=4238.20
Building 3=4242.20

- Access to Condominiums via 640 West Also 1250 West Street
and Porter Lane (400 South)

OWNER / DEVELOPER:
Stokes Stevenson Centerville Flex LLC
1215 East Wilmington Avenue
Salt Lake City, Utah 84106

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

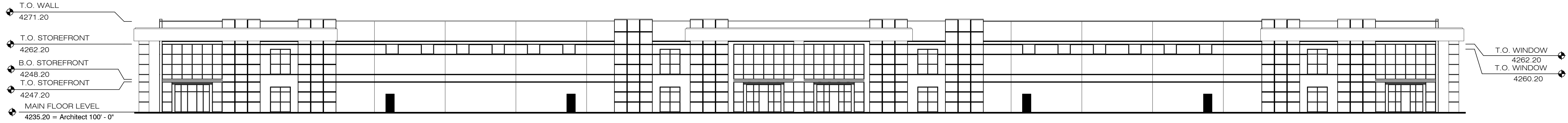


	Boundary Line
	Adjacent Parcel Line
	Section Line
	Easement
	Existing Railroad Tracks
	Private Ownership
	Common Area
	Set rebar and cap stamped "CIR"

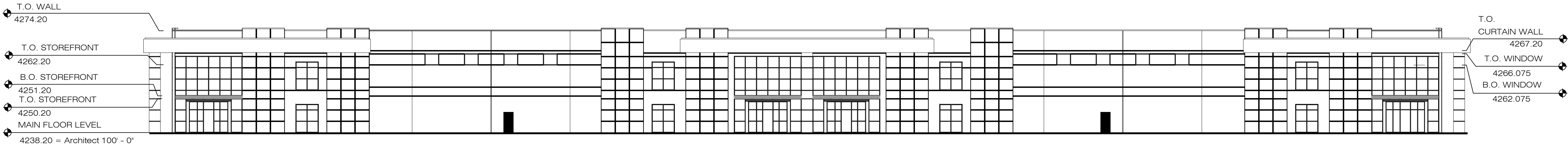


CENTERVILLE FLEX CONDOMINIUM
PRELIMINARY PLAT

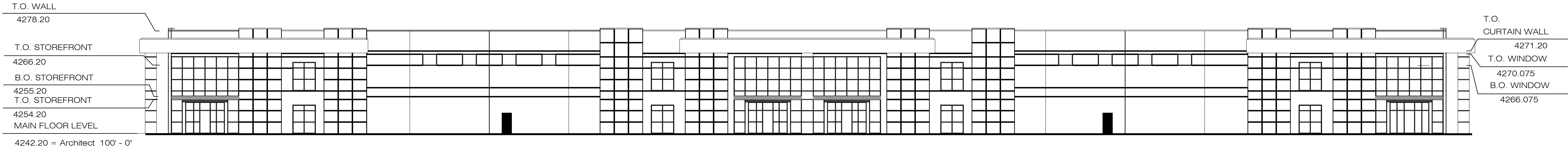
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH



BUILDING 1 NORTH ELEVATION
Scale: 1" = 20'



BUILDING 2 SOUTH ELEVATION
Scale: 1" = 20'



BUILDING 3 EAST ELEVATION
Scale: 1" = 20'

SHEET
3
3

PREPARED BY:
CIR CIVIL ENGINEERING
+SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

DECLARATION OF CONDOMINIUM
FOR
STOKES STEVENSON CENTERVILLE FLEX,
A COMMERCIAL CONDOMINIUM PROJECT

**DECLARATION OF CONDOMINIUM
FOR
STOKES STEVENSON CENTERVILLE FLEX**

A Commercial Condominium Project

THIS DECLARATION OF CONDOMINIUM is made and entered into by Stokes Stevenson Partners, a Utah limited liability company and Stokes Stevenson Centerville Flex, LLC, a Utah limited liability company (collectively, “*Declarant*”), pursuant to the Utah Condominium Ownership Act, as amended.

RECITALS

A. Description of Land. Declarant is the owner of the following described land (“*Land*”) located in Centerville, Davis County, State of Utah, more particularly described on the attached **Exhibit A**.

B. Buildings and Improvements. Declarant desires to incorporate the proposed commercial development on the Land as three building condominium units (each a “*Building*” and collectively, “*Buildings*”) and other improvements, as shown on the Plat (defined below).

C. Plat. Declarant intends to execute, acknowledge, and record in the office of the Davis County Recorder, State of Utah, a plat pertaining to the Project (defined below), entitled “Stokes Stevenson Centerville Flex” which is incorporated in this Declaration by reference (“*Plat*”).

D. Intent and Purpose. Declarant intends by recording this Declaration and the Plat to submit the Land, Buildings, and all other improvements situated in or upon the Land to the provisions of the Act (defined below) as a fee simple commercial condominium project and to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominiums in the Project and the Owners (defined below).

NOW, THEREFORE, Declarant hereby makes the following declarations:

**ARTICLE I
DEFINITIONS**

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

1.2 Act means Title 57, Chapter 8, of the Utah Code Annotated (“Utah Code”) known as the Utah Condominium Ownership Act including any amendments thereto.

1.3 Annual Assessments means assessments described in Section 9.2.

1.4 Association means _____, a Utah non-profit corporation, its successors, and assigns, which will be an association of the Owners within the Project pursuant to § 57-8-3 of the Utah Code.

1.5 Articles mean the Articles of Incorporation prepared and filed for the formation of the Association in accordance with the requirements of applicable laws and regulations of the State of Utah.

1.6 Bylaws mean the written procedures, if any, adopted for the regulation or management of the affairs of the Association which may from time to time be adopted by (or revised by) the Declarant.

1.7 Common Areas means all physical portions of the Project, excepting the Units.

1.8 Common Expense Fund means a common expense fund created or to be created and funded in accordance with the provisions of Article IX of this Declaration.

1.9 Common Expenses means expenses described in Section 9.2.

1.10 Condominium means a single Unit and the undivided interest (expressed as a percentage of the entire ownership interest) in the Common Areas and facilities appurtenant to such Unit, as set forth in the attached Exhibit B.

1.11 Declarant Control Period means, in accordance with and subject to any applicable terms and conditions of the Act, but to the maximum extent allowed by the Act, a period of Declarant control (also referred to as the “period of administrative control” under the Act) over and in connection with the Project so long as Declarant owns or has an interest in any Condominium, Declarant will have the power and authority, among other things, to (i) exercise any and all rights, benefits, interests, powers, authority, privileges, and responsibilities granted or established under this Declaration in favor of Declarant and will include any powers and responsibilities otherwise assigned to the Association by this Declaration or under the Act, and (ii) appoint and remove some or all of the officers, members, and other designated parties under the Association (including, any members of the management committee formed as a part of the Association).

1.12 Design Guidelines mean those certain planning and design guidelines, specifications and standards for the Project as adopted and/or amended by Declarant from time to time, which will be binding on all Owners and Units with respect to the planning, design, construction, maintenance, and other aspects of the Project.

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

1.14 Mortgage means any mortgage, deed of trust or other security instrument by which a Condominium or any part thereof or interest therein is encumbered.

1.15 Mortgagee means (i) any person named as the mortgagee or beneficiary under any Mortgage by which the interest of any Owner is encumbered, or (ii) any successor to the interest of such person under such Mortgage.

1.16 Owner means the person or persons owning, in fee simple, a Condominium, as such ownership is shown by the records of the County Recorder of Davis County, State of Utah.

1.17 Project means the Land, the Buildings, and all improvements submitted by this Declaration and the Plat to the provisions of the Act.

1.18 Property means the Land, the Buildings, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto and all articles of personal property intended for use in connection therewith.

1.19 Rules and Regulations means standards for the occupancy and use of the Common Areas and other portions of the Project, and other matters related to the administration and management of the Project attached as **Exhibit C** and which may be amended from time to time in accordance with the provisions of this Declaration.

1.20 Special Assessments means assessments described in Section 9.3.

1.21 Unit means each Building constructed or to be constructed as shown on the Plat, together with all fixtures and improvements therein contained.

ARTICLE II SUBMISSION AND DIVISION OF PROJECT

2.1 Submission to Condominium. Declarant submits the Property and all other improvements now or later made in or to the Property to the provisions of the Act. All of the foregoing is and will be held, conveyed, hypothecated, encumbered, leased, rented, used and improved as a fee simple, integrated use commercial condominium project to be known as the Stokes Stevenson Centerville Flex, a Commercial Condominium Project. All of the Property is and will be subject to the covenants, conditions, restrictions, uses, limitations, and obligations set forth herein. Each and all of the provisions of this Declaration will be deemed to run with the land and will be a burden and a benefit to the Declarant, the Declarant's successors and assigns, and to any person acquiring, renting, leasing or owning an interest in the real property and improvements comprising the Project, and to their respective heirs, personal representatives, successors and assigns.

2.2 Division into Condominiums. The Project is divided into Condominiums and each Condominium consists of a Unit and an appurtenant undivided interest in the Commons Areas, as shown in the attached Exhibit B.

ARTICLE III BUILDING AND IMPROVEMENTS

3.1 Buildings and Improvements. The Buildings and other improvements constructed or to be constructed in or upon the Land are described on the Plat. The Plat contains the unit number, location and dimensions of each Unit in the Project and all other information necessary to identify each Unit.

3.2 Description of Common Areas. The Plat contains a description of the Common Areas of the Project and the improvements. Declarant reserves the right to record revisions, amendments, restatements or supplements to the Plat, whether one or more, as may be required to cause the Plat to accurately represent the Units, Common Areas, and other parts of the Project as

constructed and existing as of the date of such recordation provided that the change does not materially impair (in Declarant's or the Association's reasonable discretion, as applicable) that Owner's use of its Unit. Any supplement to this Declaration authorized pursuant to this section will be signed by Declarant or the Association, and need not be signed by, nor consented to by, any Owner or Mortgagee (unless required under applicable law).

ARTICLE IV

NATURE AND INCIDENTS OF CONDOMINIUM OWNERSHIP

4.1 Ownership of Common Areas. Except as otherwise provided in this Declaration, any Owner will be entitled to nonexclusive use of the Common Areas in any manner that does not unduly damage or hinder or encroach upon the rights of other Owners and is not contrary to any applicable Rules or Regulations promulgated by the Association. Each Owner will have the right to ingress and egress over, upon and across the Common Areas as necessary for access to each Owner's Unit and to any Common Areas adjacent to each Unit, and all such rights will be appurtenant to and pass with title to each Condominium.

4.2 Inseparability. Title to no part of a Condominium in the Project may be separated from any other part, and each Unit and the undivided interest in the Common Areas appurtenant to each Unit will always be conveyed, devised, encumbered and otherwise affected only as a complete Condominium. Every devise, encumbrance, conveyance or other disposition of a Condominium, or any part thereof, will be construed to be a devise, encumbrance, conveyance or other disposition, respectively, of the entire Condominium, together with all appurtenant rights created by law or by this Declaration. The Common Areas will be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4.3 Separate Mortgages by Owners. Any Mortgage or other encumbrance of any Condominium within the Project will be subordinate to all of the provisions of this Declaration and, in the event of foreclosure of a Mortgage, the provisions of this Declaration will be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

4.4 Separate Taxation. Each Condominium will be deemed to be a parcel and will be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision or of any special improvement district or of any other taxing or assessing authority. The valuation of the Common Areas will be apportioned among the Units in proportion to the undivided interests in the Common Areas appurtenant to such Units. All taxes, assessments and other charges on each respective Condominium will be separately levied against the Owner thereof.

4.5 Mechanics Liens. No labor performed or material furnished for use in connection with any Unit will create any right to file a statement of mechanic's lien against the Unit of any other Owner not expressly consenting to or requesting such labor or material or against any interest in the Common Areas, except the undivided interest in the Common Areas appurtenant to the Unit of the Owner for whom such labor or materials, respectively, will have been performed or furnished.

4.6 Description of Condominium. Every instrument affecting title to a Condominium in the Project may describe a Unit by its identifying number as indicated in this Declaration or as shown on the Plat. Such description will be construed to describe the Unit, together with its appurtenant undivided interest in the Common Areas, and to incorporate all of the rights incident to ownership of a Condominium in the Project and all of the limitations on that ownership.

ARTICLE V GENERAL RESTRICTIONS

5.1 Maintenance of Units. Each Owner will keep the Owner's Unit, including walls, windows, ceilings, floors and fixtures, in a clean and sanitary condition and in good repair. All Units will be continuously maintained by the Owner so as to preserve a well-kept appearance of a first-class industrial park. Each Owner will keep its Unit free from rubbish, debris, fire hazards or any unsanitary, unsightly or offensive condition. Each Owner will be responsible for the exterior maintenance of its Unit. If the Association reasonably determines that the level of maintenance on any Unit is unacceptable, the Association will notify the Owner in writing, and the Owner will have 30 days in which to correct the deficiencies specified in the notice. If, in the Association's opinion, the Owner fails to correct the stated deficiencies within the 30 day period, the Association may order the necessary work performed at the Owner's expense. The cost of which will be assessed to that Owner.

5.2 Use of Office Units. All units in the Project will be used exclusively for commercial, industrial, or retail purposes, as the Association may from time to time determine. No Unit within the Project will be used for any purpose that would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed, applicable requirement of any governmental authority. No Unit may be used for any residential purposes. No noxious or offensive activity will be carried on in or upon any part of the Project, nor will anything be done or placed in or upon any part of the Project which is or may become a nuisance or which may cause unreasonable disturbance or annoyance to Owners generally. No activities may be conducted, nor improvements constructed, in or upon any part of the Project, which are or may become unsafe or hazardous to any person or property. Each Owner will comply with such Rules and Regulations as are adopted by the Declarant or Association, from time to time, for the governance of the Units, the Common Areas, the Project, and all parts thereof, as such Rules and Regulations may from time to time be modified, amended and constructed by the Declarant or Association.

5.3 Leasing. An Owner may, from time to time, lease all or any part or parts of the Owner's Unit; provided, however, that (i) the Owner will promptly notify the Association of each lease in writing, (ii) the Owner will provide to the Association the name of the tenant under each lease and the address of the Owner, and (iii) each lease will include or be deemed to include a covenant on the part of the tenant substantially as follows: "Tenant agrees with the landlord and with and for the benefit of the Association that during the term of this lease, tenant will use and occupy the premises and all parts of the Project in strict compliance with the Declaration, and all Rules and Regulations from time to time adopted by the Association as fully as if tenant were an Owner."

5.4 No Alterations or Obstructions. No Owner will, without the prior written consent of the Declarant or the Association in each specific instance, make or cause to be made any alteration, addition or improvement in or to the Common Areas or any part thereof, or do any act that would impair the structural soundness or integrity of the Buildings or jeopardize the safety of persons or property or impair any easement or hereditament appurtenant to the Project. No Owner will obstruct the Common Areas or any part thereof.

ARTICLE VI ARCHITECTURAL CONTROL

6.1 Architectural Control. Owners must comply with the Design Guidelines for any improvements within the Project. Additionally, no Owner will, without the prior written approval of the Association, undertake upon that Owner's Unit (i) the construction, installation, erection, improvement, or expansion of any Building or other improvements, including utility facilities (including, but not limited to, culinary water, irrigation water, sanitary sewer, storm water drainage, natural gas, electricity), (ii) the voluntary demolition or destruction of any Building or other improvements, (iii) the grading, excavation, filling or similar disturbance of the surface of the land, including, without limitation, changes of grade or drainage pattern, (iv) landscaping, clearing or removal of trees, shrubs or plants, (v) planting or other installation of landscaping, (vi) the construction or placement of any exterior signage, or (vii) any change or alteration of any previously approved improvement, including any change to (a) exterior appearance, color or texture of any Building, or (b) approved landscaping, which approval will not be unreasonably withheld but may be conditioned upon compliance with the Design Guidelines enacted by Declarant or the Association.

ARTICLE VII EASEMENTS

7.1 Easements for Encroachments. If any part of the Common Areas encroaches or will hereafter encroach upon any Unit, an easement for such encroachment and for the maintenance of the same will and does exist. If any part of a Unit encroaches or will hereafter encroach upon the Common Areas, an easement for such encroachment and for the maintenance of the same will and does exist. Such encroachments will not be considered to be encumbrances either on the Common Areas or the Units, as the case may be. Encroachments referred to in this section will include, without limitation, encroachments caused by error in the original construction of the Buildings or any improvements constructed within the Project as shown on the Plat, by error in the Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project, or any part thereof, in accordance with the provisions of this Declaration.

7.2 Drainage, Irrigation, and Public Utility Easement. There is hereby granted to the Association, each Owner, and to the provider of any utility service, a non-exclusive easement to construct, install, operate, service, repair, replace and maintain any and all underground public and private utility lines of any nature. The location of the utilities easement includes: (a) those areas designated on the Plat or by Declarant; and (b) all other areas where existing utility lines may exist, now known or unknown, including the area five feet on either side of existing utility lines. All conveyances of Condominiums within the Project hereafter made, whether by Declarant or

otherwise, will be construed to grant and reserve such reciprocal easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

ARTICLE VIII THE ASSOCIATION

8.1 Membership. Each Owner will be a member of the Association. Membership will begin immediately and automatically upon becoming an Owner and will terminate immediately and automatically upon ceasing to be an Owner.

8.2 Association Powers. The Association may make reasonable Rules and Regulations governing the use of the Units, the Common Areas and all parts of the Project. The Association may, without the vote or consent of the Owners or of any other person, grant or create, on such terms as it deems advisable, utility and similar easements and rights-of-way over, under, across and through the Common Areas. All duties, responsibilities, rights, and powers imposed upon or granted to the “management committee” or to the “manager” under the Act will be the duties, responsibilities, rights, and powers of the Declarant and/or the Association hereunder. The Association may exercise any right, power or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any right or privilege.

8.3 Miscellaneous. The Association may obtain and pay for the services of such personnel and outside services as the Association determines to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. The Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas and other necessary or desirable utility services for the Common Areas. All Units will be separately metered and billed for all utilities, insurance, bonds and other goods and services common to the Units. Neither the Declarant nor the Association is obligated to provide any security for the Project. Each Owner and occupant will be responsible for the security of its own Unit and for the safety of its employees, guests, visitors and invitees.

8.4 Manager. The Project will, at all times, be managed by Manager (which may be the Declarant or an affiliate of Declarant) under the general direction of the Association. The Association, by written contract, may delegate in whole or in part to Manager any of the Association’s duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of Manager retained by the Association will be paid for with funds from the Common Expense Fund.

ARTICLE IX ASSESSMENTS

9.1 Agreement to Pay Assessments. Declarant, for each Condominium owned by it within the Project, and as the owner of the Project, hereby covenants, and each Owner by the acceptance of instruments of conveyance and transfer thereof, will be deemed to covenant and agree with each other and with the Association, to pay to the Association all assessments made by

the Association for the purposes provided in this Declaration. Such assessments will be fixed, established, and collected from time to time as provided in this Article IX.

9.2 Annual Assessments. Annual Assessments will be based upon advance estimates of the Association's cash requirements to provide for payment of all estimated expenses arising out of or connected with maintenance and operation of the Common Areas and/or utility services and other items common to the Units. The estimated expenses may include, among other things, the following: expenses of management; real property taxes and special assessments (unless and until the Condominiums are separately assessed); premiums for all insurance that the Association is required or permitted to maintain; repairs and maintenance; fees for the Declarant or a Manager; utility charges; legal and accounting fees; any deficits remaining from a previous period; creation of reasonable contingency reserve, surplus and/or sinking funds; and any other expenses and liabilities which may be incurred by the Association for the benefit of the Owners, under or by reason of this Declaration. Common Expenses will be apportioned among and assessed to all Owners in proportion to their respective undivided interests in the Common Areas, and all funds received from each assessment will be part of the fund created for such purposes ("Common Expense Fund").

9.3 Special Assessments. In addition to the Annual Assessments authorized by this Article, the Association may, at any time and from time to time, levy Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Project or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration (including, without limitation, Common Expenses); provided, however, that, except as otherwise provided in this Declaration, Special Assessments attributable to the Common Expenses must be approved by the Owners of all Condominiums in the Project. Any amounts assessed pursuant hereto will be apportioned among and assessed to the Owners in the proportions specified in Section 9.2.

9.4 Lien for Assessments. All sums assessed to Owners pursuant to the provisions of this Declaration, together with interest thereon as provided herein, will be secured by a lien on the respective Condominium in favor of the Association. The amount of any Annual or Special Assessment against any Condominium will be the personal obligation of the Owner of the Condominium to the Association. Suit to recover a money judgment for that personal obligation will be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any personal obligation by waiver of the use or enjoyment of any of the Common Areas or by abandonment of its Condominium or by waiving any services or amenities provided for in this Declaration. If there is a lien foreclosure or suit to recover a money judgment for unpaid assessments, the involved Owner will pay the costs and expenses incurred by the Association in connection therewith, including reasonable attorneys' fees.

9.5 Statement of Account. Upon written request of any Owner and payment of a reasonable fee, a Mortgagee, prospective Mortgagee or prospective purchaser of a Condominium, the Association will issue a written statement setting forth the following: the amount of unpaid assessments, if any, with respect to the Condominium; the amount of the current Annual Assessment and the date upon which installments become due; the amount of any current Special Assessment and the date or dates upon which the same or portions thereof become due; and any

credit for advanced payments or prepaid items. Such statement will be conclusive upon the Association in favor of persons who rely thereon in good faith.

9.6 Amendment of Article. After expiration of the Declarant Control Period, this Article IX may not be amended without the consent of 67% of the Owners in a duly recorded instrument.

ARTICLE X MORTGAGEE PROTECTION

10.1 Subordination of Assessment Lien. The lien or claim against a Condominium for unpaid assessments or charges levied by the Association pursuant to this Declaration will be subordinate to a Mortgage affecting such Condominium. A Mortgagee that comes into possession of the Condominium pursuant to a Mortgage or a deed or assignment in lieu of foreclosure will take the same free of such lien or claim for unpaid assessments or charges, but only to the extent of assessments or charges which accrue prior to foreclosure of the Mortgage, exercise of a power of sale available thereunder, or deed or assignment in lieu of foreclosure.

10.2 Prior Written Approval of Mortgagees. Unless all of the first Mortgagees of the individual Condominiums have given their prior written approval, the Association will not be entitled, by act, omission, or otherwise (a) to partition, subdivide, encumber, alter the boundaries of, sell, diminish, or transfer all or any of the Common Areas (except for the granting of easements for utilities and similar purposes consistent with the intended use of the Common Areas); (b) to use hazard insurance proceeds resulting from damage to any part of the Project for purposes other than the repair, replacement, or reconstruction of such improvements; (c) to change the pro rata interests or obligations of any Unit which apply for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for (ii) determining the pro rata share of ownership of each Unit in the Common Areas; (d) to alter the provisions hereof in such a way as to diminish the insurance protection required to be afforded to the parties designed to be protected thereby, or to fail to maintain the insurance coverage described therein; or (e) subject any Condominium to any unreasonable restraints on alienation which would adversely affect title or marketability of a Condominium, or the ability of the Mortgagee to foreclose its mortgage lien and thereafter to sell or lease the mortgaged Condominium.

10.3 Article Supersedes All Others. If another provision or clause of this Declaration deals with the same subject matter as is dealt with in any provision or clause of this Article X, the provision or clause which will result in the greatest protection and security for a Mortgagee will control the rights, obligations, or limits of liability, as the case may be, applicable to the Association.

10.4 No Right to Amend Article. No amendment to this Article X which has the effect of diminishing the rights, protection, or security afforded to Mortgagees will be accomplished or effective unless 67% of the first Mortgagees of the Condominiums have given their prior written approval to such amendments. Any amendment to this Article X will be accomplished by an instrument executed by Declarant or the Association and filed for record in the office of the County Recorder of Davis County, State of Utah.

ARTICLE XI GENERAL PROVISIONS

11.1 Intent and Purpose. The provisions of this Declaration, and any supplements or amendments to this Declaration, will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a commercial condominium project. Failure to enforce any provision, restriction, covenant, or condition contained in this Declaration, or in any supplemental or amended Declaration, will not operate as a waiver of that provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

11.2 Construction. This Declaration will be governed by and construed in accordance with the laws of the State of Utah. The provisions hereof will be in addition and supplemental to the provisions of the Act and all other provisions of applicable law. Each provision will be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof will not affect the validity or enforceability of any other provision. Exhibits attached hereto are incorporated herein by reference.

11.3 Notices and Registration of Mailing Address. Each Owner will register from time to time with the Association the Owner's current mailing address. All notices, demands, and other communications to any Owner as provided for in this Declaration will be in writing and will be sufficient for all purposes if personally delivered or if sent by first class U.S. mail, postage prepaid, addressed to the Owner at its registered mailing address or, if no address has been registered, to the Unit of such Owner. All notices, demands, and other communications to the Association as provided for in this Declaration will be in writing and will be sufficient for all purposes if personally delivered to the Association at its offices, or if sent by first class U.S. mail, postage prepaid, addressed to the Association or to such other address as the Association may hereafter designate by notice to the Owners as herein provided. Any notice, demand, or communication referred to in this Declaration will be deemed to have been given and received when personally delivered or three days after being deposited in the U.S. mail, postage prepaid, and in the form provided for in this section, whichever first occurs.

11.4 Amendment. Except where otherwise specifically provided in this Declaration, this Declaration may be amended with consent of 67% of the Owners; provided, however, during the Declarant Control Period, Declarant must also consent to such amendment. In addition to the rights of Declarant under any provision of this Declaration, Declarant reserves and will have the sole right to (i) amend this Declaration without the vote or consent of any Owner for the purpose of curing any inconsistency between the provisions contained herein, or (ii) amend this Declaration without the vote or consent of any Owner in any manner which does not adversely affect the substantive rights of existing Owners or Mortgagees. The foregoing amendments by Declarant may be made without the joinder or approval of any Owner, Mortgagee or the Association.

11.5 Effective Date. This Declaration will take effect upon recording in the office of the County Recorder of Davis County, State of Utah.

11.6 Agent for Service. The name and address of the person to receive service of process in all cases provided by the Act will be Parsons Behle & Latimer, 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111, Main +1-801-532-1234.

11.7 Limitation on Declarant's and Association's Liability. Neither the Declarant nor the Association will be liable for any failure of utility service (if any) to be obtained and paid for by the Association hereunder, or for injury or damage to any person or property caused by the elements or by another Owner or person in or upon the Project, or resulting from electricity, water, rain, snow, or ice which may leak or flow from outside or from any parts of the Buildings or their drains, pipes, conduits, appliances, or equipment, or from any other place. No diminution or abatement of any assessments under this Declaration will be claimed or allowed for inconvenience or discomfort arising from the making of any repairs or improvements to or maintaining the Project or any part thereof, or from any action taken to comply with the provisions of this Declaration or with the laws, ordinances, regulations, rules, or orders of any governmental authority.

11.8 Owner Obligations. All obligations of an Owner under and by virtue of the provisions contained in this Declaration will continue, notwithstanding that it may be leasing, renting, or selling under contract, its Condominium. An Owner will have no obligation for expenses or other obligations accruing after it conveys such Condominium of record.

11.9 Appointment of Trustee. Shawn Ferrin, an active member of the Utah State Bar, will be appointed as trustee pursuant to Utah Code Ann. § 57-8-10(2)(e). Declarant hereby conveys and warrants pursuant to Utah Code Ann. §§ 57-1-20 and 57-8-45 to Shawn Ferrin, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of assessments under the terms of this Declaration.

11.10 Assignment of Declarant's Rights and Remedies. Any and all of the rights, powers and reservations of Declarant may be assigned by Declarant to any person, corporation, association or other entity which assumes those assigned duties. To be effective, such assignment must be in writing and must be recorded in the office of the county recorder for Davis County. Anything contained elsewhere herein to the contrary notwithstanding, the mere conveyance or transfer of ownership of the Land or any Condominium by Declarant to any person or party, whether by deed or other instrument of conveyance, will in no way convey any right, power, or reservation of Declarant hereunder.

11.11 No Public Right or Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of all or any part of the Property, the Project, or the Common Areas, to the public or for any public use.

11.12 Constructive Notice and Acceptance. Every person who owns, occupies, or acquires any right, title, estate, or interest in or to any Unit, Condominium, and/or other property located on or within the Project will be conclusively deemed to have consented and agreed to every limitation, restriction, reservation, right, easement, condition, obligation, and covenant contained in this Declaration, whether or not any reference thereto is contained in the instrument by which such Owner acquired its interest.

11.13 Disclaimer of Liability.

XI.13.1 General Disclaimer. NOTWITHSTANDING ANYTHING CONTAINED IN THIS DECLARATION OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER

DOCUMENT GOVERNING OR BINDING THE ASSOCIATION, DECLARANT WILL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, THEIR GUESTS, TENANTS, INVITEES, LICENSEES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, OR DESIGNEES, OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

XI.13.1.1 DECLARANT IS NOT EMPOWERED OR ESTABLISHED TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES COMPLIANCE WITH THE LAWS OF THE UNITED STATES, THE STATE OF UTAH, THE COUNTY, THE CITY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

XI.13.1.2 ANY PROVISIONS OF THIS DECLARATION SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND/OR WELFARE WILL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE RECIPIENT OF SUCH ASSESSMENT FUNDS TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

XI.13.1.3 NOTWITHSTANDING ANY DUTY OF DECLARANT TO MAINTAIN AND/OR REPAIR PORTIONS OF THE PROJECT PROPERTY, DECLARANT WILL NOT BE LIABLE TO ANY OWNER (AND/OR SUCH OWNER'S FAMILY), OCCUPANT, OR USER OF ANY PORTION OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, THEIR GUESTS, TENANTS, INVITEES, LICENSEES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, OR DESIGNEES, RELATIVE TO ANY PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR OTHER LIABILITY CAUSED BY ANY LATENT CONDITION OF THE PROJECT. FURTHERMORE, DECLARANT WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR OTHER LIABILITY CAUSED BY DEFECTS IN DESIGN OR WORKMANSHIP, OR ANY OTHER REASON, CONNECTED WITH ANY ADDITIONS, ALTERATIONS, OR IMPROVEMENTS OR OTHER ACTIVITIES DONE BY OR ON BEHALF OF ANY OWNER REGARDLESS OF WHETHER OR NOT ANY SUCH ADDITIONS, ALTERATIONS, IMPROVEMENTS, OR OTHER ACTIVITIES HAVE BEEN APPROVED BY DECLARANT OR OTHERWISE PURSUANT TO THE TERMS OF THIS DECLARATION. DECLARANT WILL NOT BE LIABLE TO ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROJECT INCLUDING, WITHOUT LIMITATION, THEIR GUESTS, TENANTS, INVITEES, LICENSEES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, OR DESIGNEES, RELATIVE TO ANY PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR OTHER LIABILITY ON THE GROUNDS THAT DECLARANT OR THE ASSOCIATION DID NOT OBTAIN OR MAINTAIN INSURANCE (OR CARRY INSURANCE WITH A PARTICULAR DEDUCTIBLE AMOUNT) RELATIVE TO ANY PARTICULAR MATTER WHERE SUCH INSURANCE IS NOT REQUIRED HEREBY OR COULD NOT OBTAIN SUCH INSURANCE AT REASONABLE COSTS OR UPON REASONABLE TERMS. DECLARANT AND THE

ASSOCIATION ALSO WILL NOT BE LIABLE TO ANY OWNER, OCCUPANT, OR USER OF ANY PORTION OF THE PROJECT, INCLUDING, WITHOUT LIMITATION, THEIR GUESTS, TENANTS, INVITEES, LICENSEES, AGENTS, SERVANTS, CONTRACTORS, SUBCONTRACTORS, OR DESIGNEES, RELATIVE TO ANY PROPERTY DAMAGE, PERSONAL INJURY, DEATH OR OTHER LIABILITY RESULTING FROM: SOUND AND/OR VIBRATION TRANSMISSION, INCLUDING, WITHOUT LIMITATION, SOUND AND/OR VIBRATION TRANSMISSION FROM THE PROJECT; AND/OR ODOR TRANSMISSION FROM THE PROJECT.

XI.13.1.4 DECLARANT NOR THE ASSOCIATION WILL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROJECT NOR WILL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO ANY PERSON OR PROPERTY BY REASON OF FAILURE TO PROVIDE SECURITY OR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, INCLUDING, WITHOUT LIMITATION, FIRE AND/OR BURGLAR ALARM, AND/OR PREVENTION AND/OR MITIGATION SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WHATSOEVER.

XI.13.1.5 EACH OWNER, BY VIRTUE OF ACCEPTANCE OF TITLE TO ITS PARCEL AND/OR CONTROL OVER SAME, AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROJECT (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES), WILL BE BOUND BY THIS SECTION AND WILL BE DEEMED AUTOMATICALLY TO HAVE WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS, AND CAUSES OF ACTION AGAINST DECLARANT AND THE ASSOCIATION, THEIR AFFILIATES, AND ALL OF THEIR RESPECTIVE OFFICERS, MANAGERS, AGENTS, EMPLOYEES, SUPPLIERS, AND CONTRACTORS, ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE AFOREMENTIONED PARTIES HAS BEEN DISCLAIMED IN THIS DECLARATION.

XI.13.1.6 ALL RELEASES, DISCLAIMERS OF LIABILITY, INDEMNITIES, AND/OR "HOLD HARMLESS" PROVISIONS SET FORTH IN THIS DECLARATION IN FAVOR OF DECLARANT AND/OR THE ASSOCIATION WILL BE DEEMED ALSO TO INCLUDE: (A) ANY PROJECT MANAGER; (B) THE PARTNERS, MEMBERS, SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, COMMITTEE, AND BOARD OF DIRECTORS MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), AND SUBCONTRACTORS, OF THE DECLARANT AND/OR THE ASSOCIATION; AND (C) THE SUCCESSORS, ASSIGNS, AND AFFILIATES OF ALL OF THE FOREGOING.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

Stokes Stevenson Partners, LLC,
a Utah limited liability company

By: _____
Travis Lish, Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____ 2016, personally appeared before me Travis Lish, who is personally known to me and who duly acknowledged that he is the Manager of Stokes Stevenson Partners, LLC, and that he signed the foregoing Declaration of Condominium, voluntarily for its stated purpose and is duly authorized to do so.

Notary Public

DECLARANT:

Stokes Stevenson Centerville Flex, LLC,
a Utah limited liability company

By: _____
Travis Lish, Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____ 2023, personally appeared before me Travis Lish, who is personally known to me and who duly acknowledged that he is the Manager of Stokes

Stevenson Partners, LLC, and that he signed the foregoing Declaration of Condominium, voluntarily for its stated purpose and is duly authorized to do so.

Notary Public

CENTERVILLE APPROVAL

On this ____ day of _____ 2023, the foregoing Declaration of Condominium for Stokes Stevenson Centerville Flex , a Commercial Condominium Project, consisting of a table of contents, ____ pages of text and Exhibits _____ attached thereto, is hereby given final approval by Centerville by and through the signature of _____.

Attest:

City Recorder

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____ 2023, personally appeared before me _____ and _____, known to me to be the _____ and City Recorder, respectively, of Centerville, a body politic and corporate, who duly acknowledged to me that they executed the within and foregoing instrument in behalf of said municipality pursuant to authority.

Notary Public

EXHIBIT A

(Attached to and forming a part of the Declaration of Condominium for a Commercial Condominium Project)

LEGAL DESCRIPTION OF LAND

PARCEL 1:

BEGINNING AT A POINT WHICH IS NORTH 89°56'12" WEST ALONG THE SECTION LINE 859.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH; AND RUNNING THENCE SOUTH 0°03'48" WEST 273.77 FEET; THENCE NORTH 89°56'12" WEST 326.64 FEET; THENCE NORTH 0°03'48" EAST 221.33 FEET; THENCE SOUTH 89°56'12" EAST 50.00 FEET; THENCE NORTH 0°03'48" EAST 174.70 FEET; THENCE NORTH 89°56'12" WEST 50.00 FEET; THENCE NORTH 0°03'48" EAST 297.50 FEET; THENCE SOUTH 89°56'12" EAST 326.64 FEET; THENCE SOUTH 0°03'48" WEST 419.76 FEET TO THE POINT OF BEGINNING.

Parcel 2:

A parcel of land located in the Northeast quarter of Section 13 and the Southeast quarter of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows: Beginning at a point which is 143.14 feet West and 8.48 chains South and 453.68 feet North 88°54'30" West along the Northerly right-of-way line of Porter Lane and 324.36 feet North 00°34'44" East along a fence line from the Northeast corner of said Section 13, and running thence: North 89°51'46" West 266.77 feet; thence North 00°03'48" East 646.76 feet; thence South 89°56'12" East 738.50 feet; thence South 33°58'38" West 161.97 feet; thence North 89°16'52" West 320.74 feet; thence South 00°12'44" West 395.27 feet; thence South 13°47'20" West 37.99 feet; thence South 00°12'44" West 41.85 feet; thence North 89°25'16" West 50.10 feet; thence South 00°34'44" West 42.78 feet to the point of beginning. Property contains 5.900 acres.

Parcel 3:

Beginning at a point South 89°56'12" East 2531.92 East along the section line (East 38.060 chains record) and North 00°03'48" East 419.76 feet (North 6.36 chains record) from the South Quarter Corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (South line of the Southeast Quarter being South 89°56'12" East 2646.96 feet); and running thence North 00°13'08" East 217.78 feet (North 217.78 record); thence North 89°56'12" West 1211.16 feet (West 1205 feet record) to the East line of a Frontage Road and a point on a 1949.86 foot radius non tangent curve to the right, (radius bears South 84°19'56" West, Chord: South 02°37'12" East 207.34 feet); thence along said Frontage Road the following (2) courses: along the arc of said curve 207.44 feet through a central angle of 06°05'44", and South 00°25'40" West 10.67 feet; thence leaving said Frontage Road South 89°56'12" East 1200.93 feet (East 1199.74 feet record) to the point of beginning. Property contains 6.020 acres.

EXHIBIT B

(Attached to and forming a part of the Declaration of Condominium for a Commercial Condominium Project)

UNITS, UNDIVIDED OWNERSHIP INTERESTS, AND VOTES

Estimated Total Square Feet of Buildings 266,740

Building	Square Feet	Ownership Interest
Building 1	113,321	42.48%
Building 2	95,289	35.72%
Building 3	58,130	21.79%
Total	266,740	100.00%

The above measurements are estimates.

EXHIBIT C

(Attached to and forming a part of the Declaration of Condominium for a Commercial Condominium Project)

RULES AND REGULATIONS

1. No part of the whole of any sidewalks, plaza areas, entrances, loading ramps, passages, vestibules, corridors, or halls of a Building may be obstructed or encumbered by any Owner in violation of the Declaration.
2. Each Unit and its appurtenant limited common area will be kept clean and free of unsightly, offensive, or dangerous objects.
3. No person will cause or permit any unusual or objectionable noises or odors to be produced in or to emanate from any Unit, and no person will do or permit anything to be done that would interfere with the rights, comforts, or convenience of other persons, or would injure any part of the Project or vegetation upon it.
4. No person will remove or alter any water-reducing fixtures installed in a Unit and existing at the time of the original purchase and sale of a Unit from Declarant.
5. Volume of radios, televisions, stereos, and the like will at all times be kept at a sound level that will not disturb others.
6. No Unit will be used for residential purposes.
7. Smoking is permitted in designated smoking areas only outside of a Building, and there will be no smoking of any kind, including, without limitation, electronic cigarettes, e-cigs, vapor pens, etc. in the Building or within 25 feet of any entrance to a Building.
8. No illegal, or offensive activities will be permitted in any Unit or in any other part of the Project. If any Owner or any of its invitees are engaged in any unlawful act in any part of the Project, the Association or any of its agents may request appropriate law enforcement officials to enforce the law.
9. The Association may at any time prohibit any use of any part of the Project, if such use in its opinion would be incompatible with business purposes or would be objectionable to other Owners. In addition, the Association may permit or regulate any use of the Project if the permitted or regulated use, in its opinion, would be compatible with business purposes and would not be objectionable to other Owners.
10. No sign, notice, advertisement, flag, banner, or the like will be inscribed or exposed on or at any window, door, or any part of any Unit in a Building without the prior written consent of the Association.

11. No pole, machine, aerial, curtain, cloth, flag, mop, or other article will be shaken or hung from any window, door, or vestibule, or attached to the exterior of any building or any other part of the Project without the prior written consent of the Association.
12. No exterior shades, awnings, exterior window guards, ventilators, or air conditioning devices will be installed or used in any Building without the prior written consent of the Association.
13. No article will be placed on a windowsill, or other external part of any building without the prior written consent of the Association.
14. Without the advance written consent of the Association, no machinery or equipment, not including household appliances, will be installed or operated in any Unit, and no person will bring into any Building or Unit any inflammables, fireworks, explosives, or the like.
15. Garbage and refuse from each Unit will be deposited in containers provided by the Association in such manner as the Association may direct. Burning of trash or refuse is prohibited.
16. Any damage to any Common Area caused by any person will be paid for by that person or by the occupant or Owner of the Unit with which that person is affiliated.
17. Plumbing and any water apparatus in any building will not be used for any purposes other than those for which they were constructed, nor will any sweepings, rubbish, rags, or any other article be thrown into the same.
18. Unless authorized by the Association, no person will mow any lawn, prune any tree or shrub, replace any window, or otherwise repair or maintain any part of the Common Areas without the prior written consent of the Association.
19. Hallways, stairs, vestibules and sidewalks will not be obstructed or used for any purpose other than for ingress to or egress from a unit.
20. No person will park any vehicle in such a manner as to impede or prevent ready access to the entrance of any Building by any other vehicle or person. Vehicles will be parked only in spaces provided for that purpose. Vehicles parked in other areas may be towed away at the owner's expense.
21. Unless as part of a permitted use or business consented to by the Association, no boat, trailer, camper, inoperable motor vehicle, or motorized vehicle not registered for use on the public highways may be used or parked anywhere on the Project.
22. Parking areas and driveways will be used only for access to parking spaces.
23. No vehicle may be driven in any parking area or driveway at a speed greater than 15 miles per hour.

24. Any authorized agent of the Association may enter any Unit at any reasonable hour of the day in order to repair, inspect, replace, improve, or remedy any condition that, if allowed to persist, would result in damage to any part of any Building or would be objectionable to others.
25. No animals of any kind, including household pets, will be kept or harbored on the Project except with the prior written consent of the Association, which consent may be revoked at any time.
26. The Association may authorize any person to give any consent or permission or make any regulations required or allowed by any of the foregoing Rules and Regulations. Any consent or permission given by the Association or by any of its agents will be revocable at any time.
27. There will be no solicitation by any person anywhere on the Project for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Association, except that the Declarant may engage in marketing the Units.
28. The Association or its authorized agent or agents may impose a fine for willful violation of any of the foregoing Rules and Regulations. The penalty will be commensurate with the offense.
29. The Association reserves the right to amend any of the foregoing and to make additional Rules and Regulations as may in its judgment be required from time to time without the consent of the Owners. Such amended rules and regulations will be binding as all other rules and regulations previously adopted.



SAMUEL J. BRADY

ARCHITECTS

200 E. South Temple
Suite 160
Salt Lake City, Utah 84111
(801) 595-1752
www.sambrady.com

NOTE: THIS DRAWING IS PROVIDED
FOR TENANT APPROVAL OF THE
SPACE NOTED AND IS NOT FOR
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DIMENSIONS COULD VARY.

STOKES STEVENSON
CENTERVILLE FLEX
70 NORTH 1250 WEST,
CENTERVILLE, UTAH

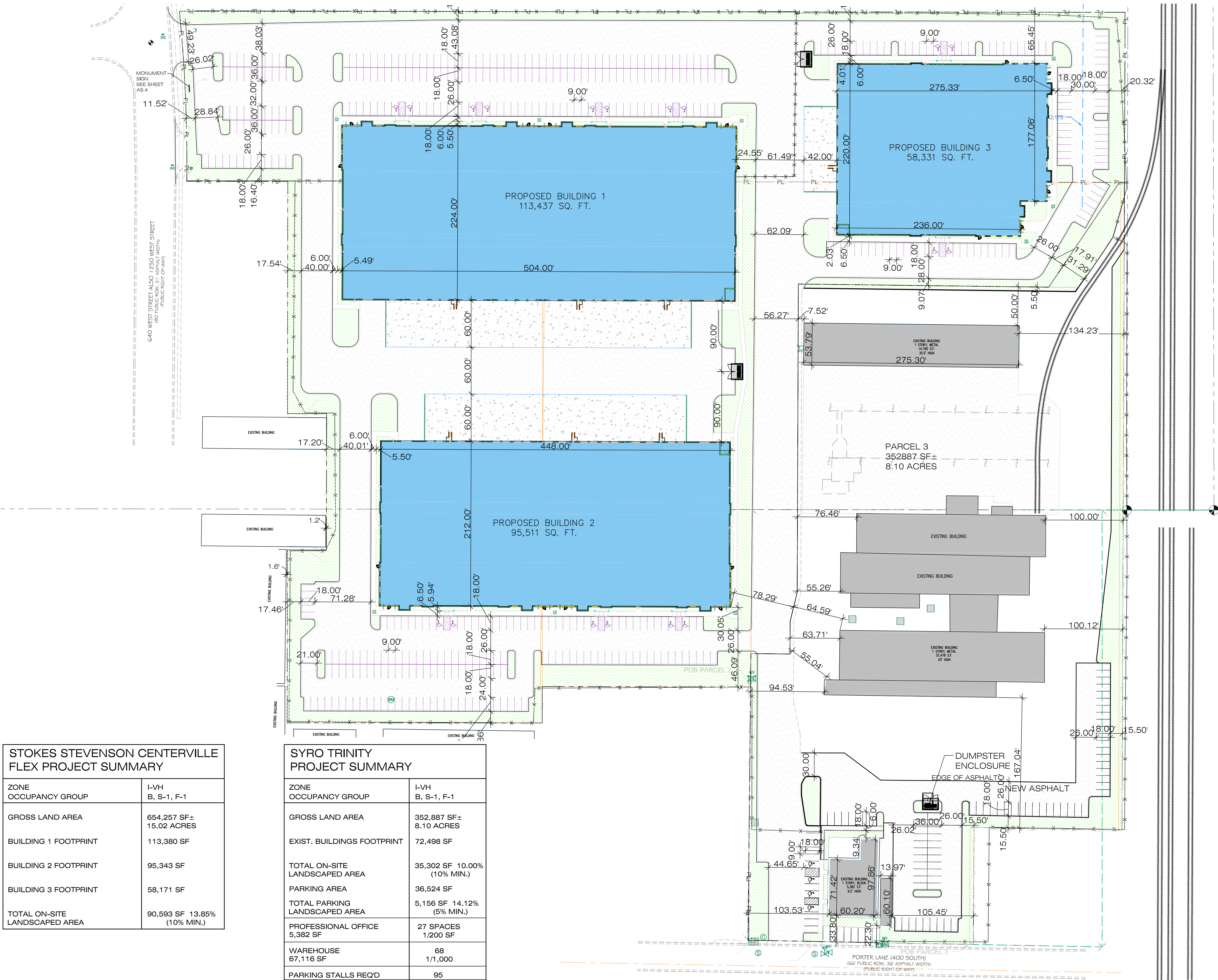
**PROPOSED
BUILDINGS**

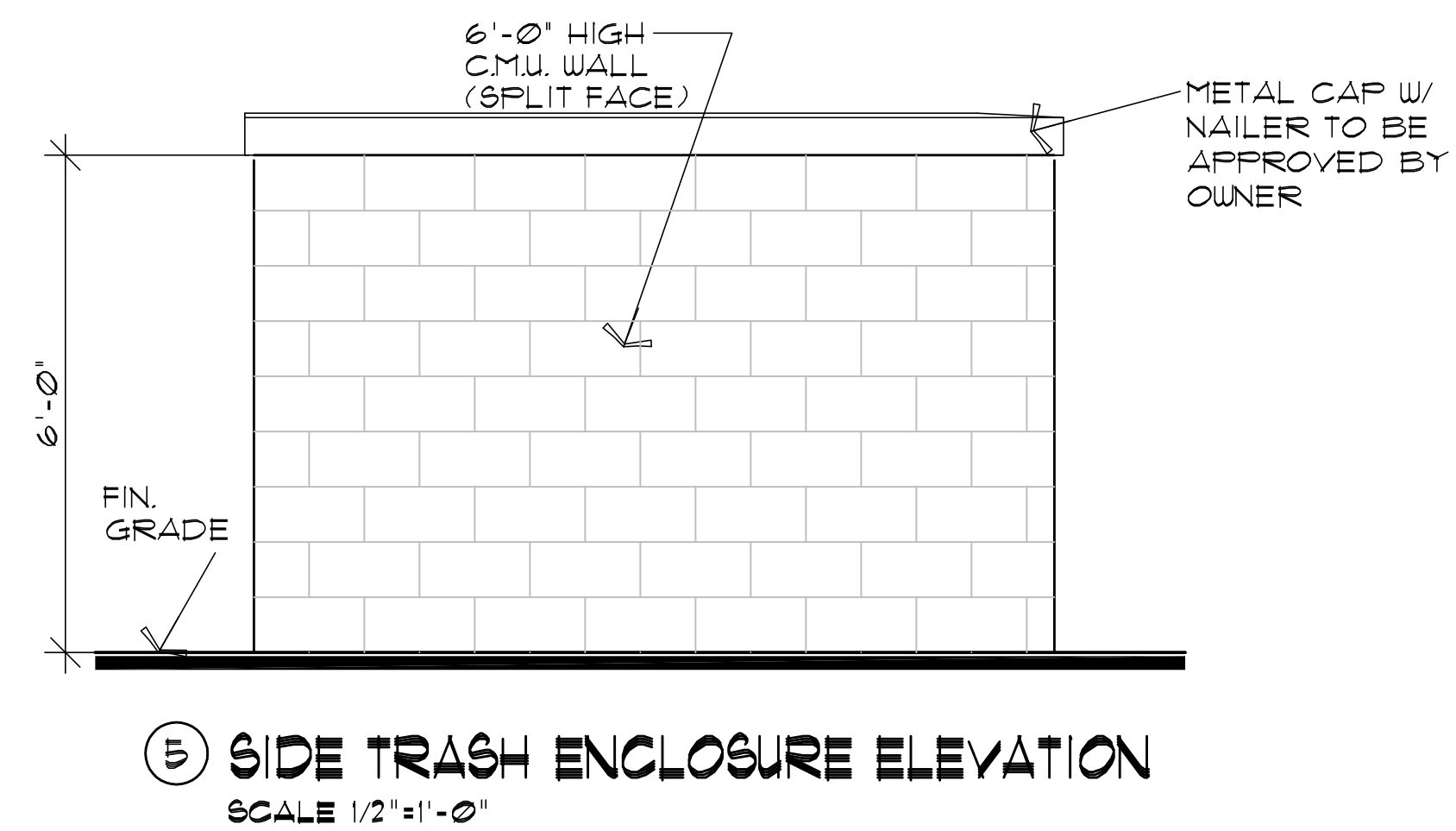
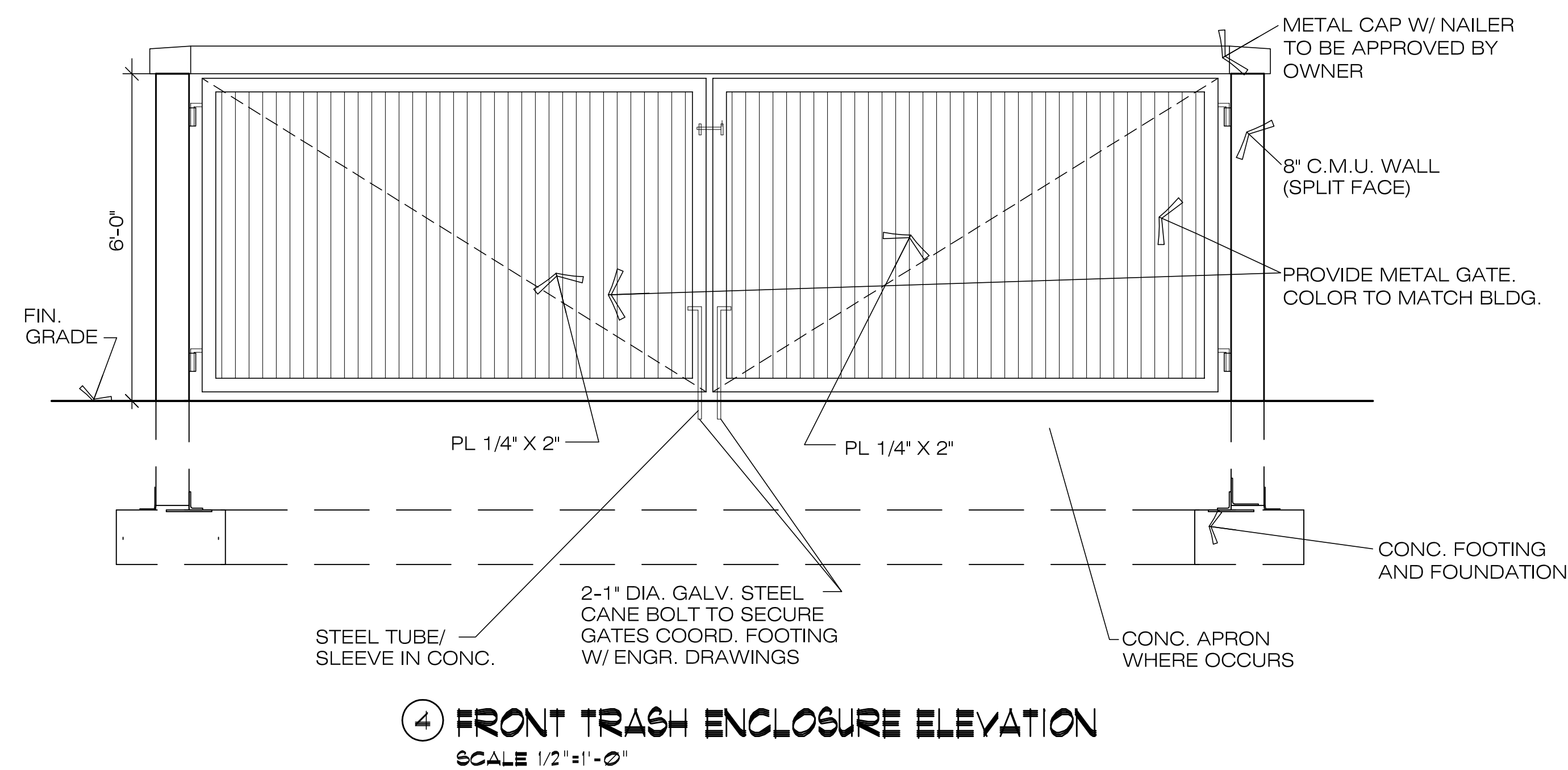
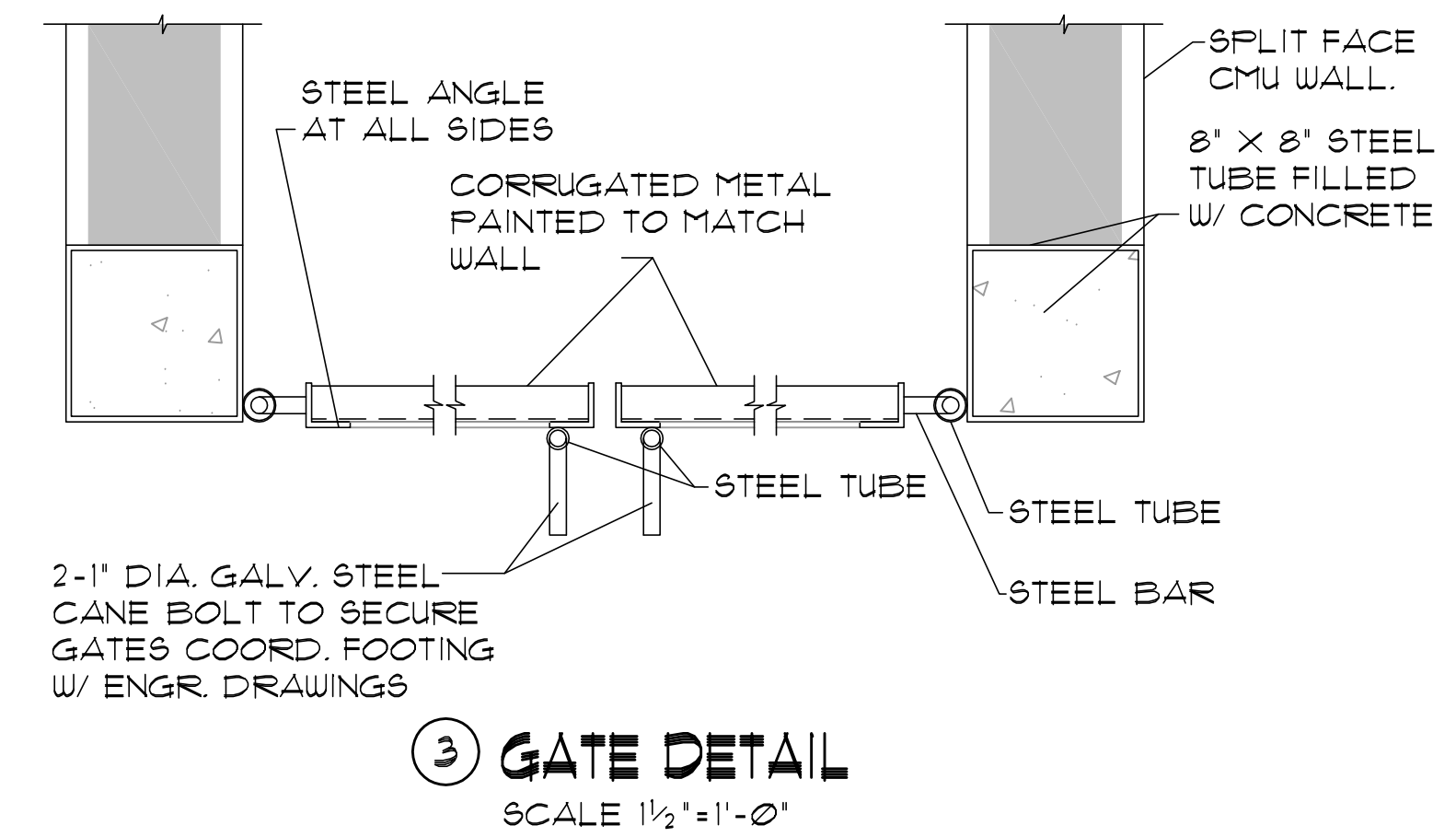
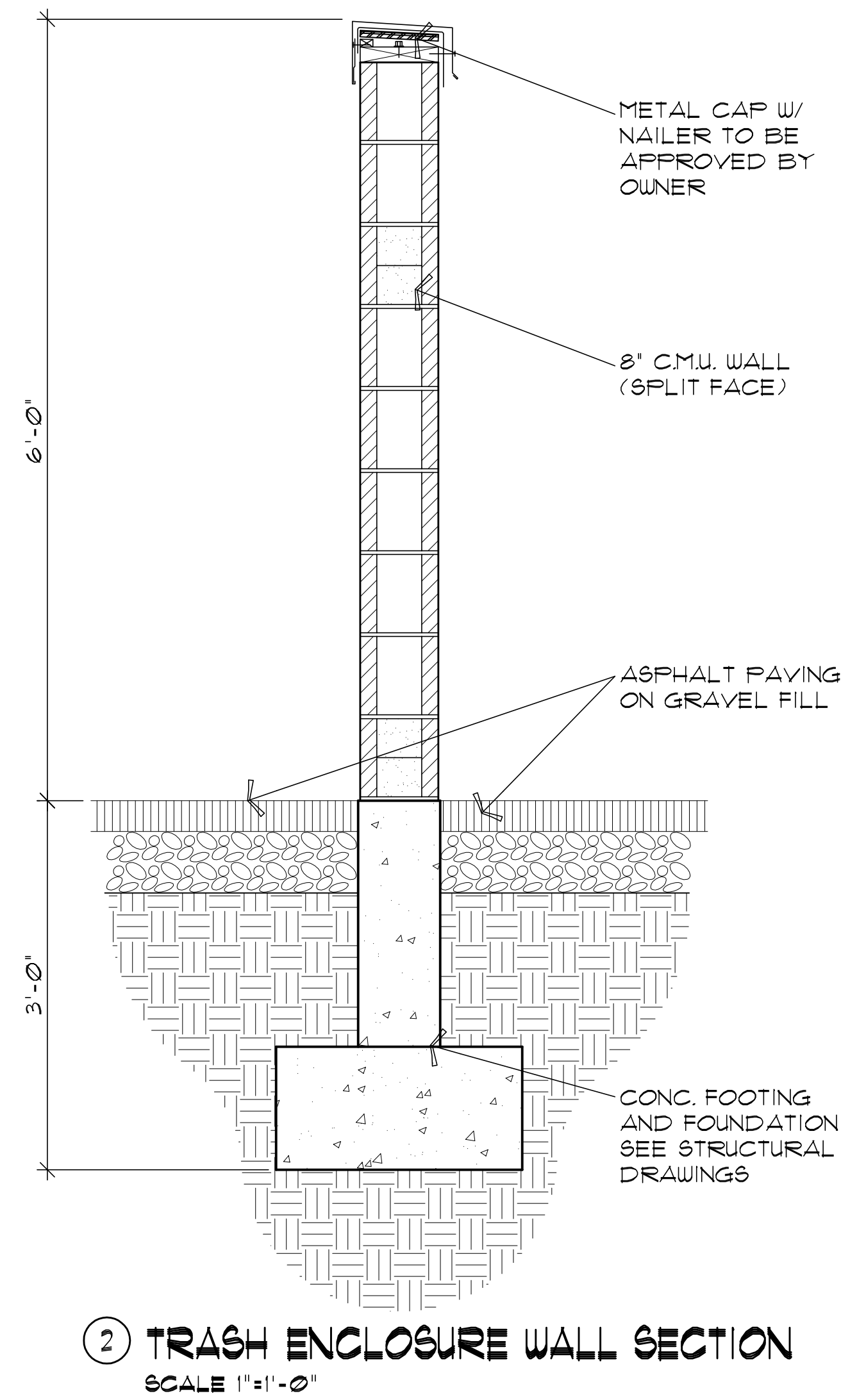
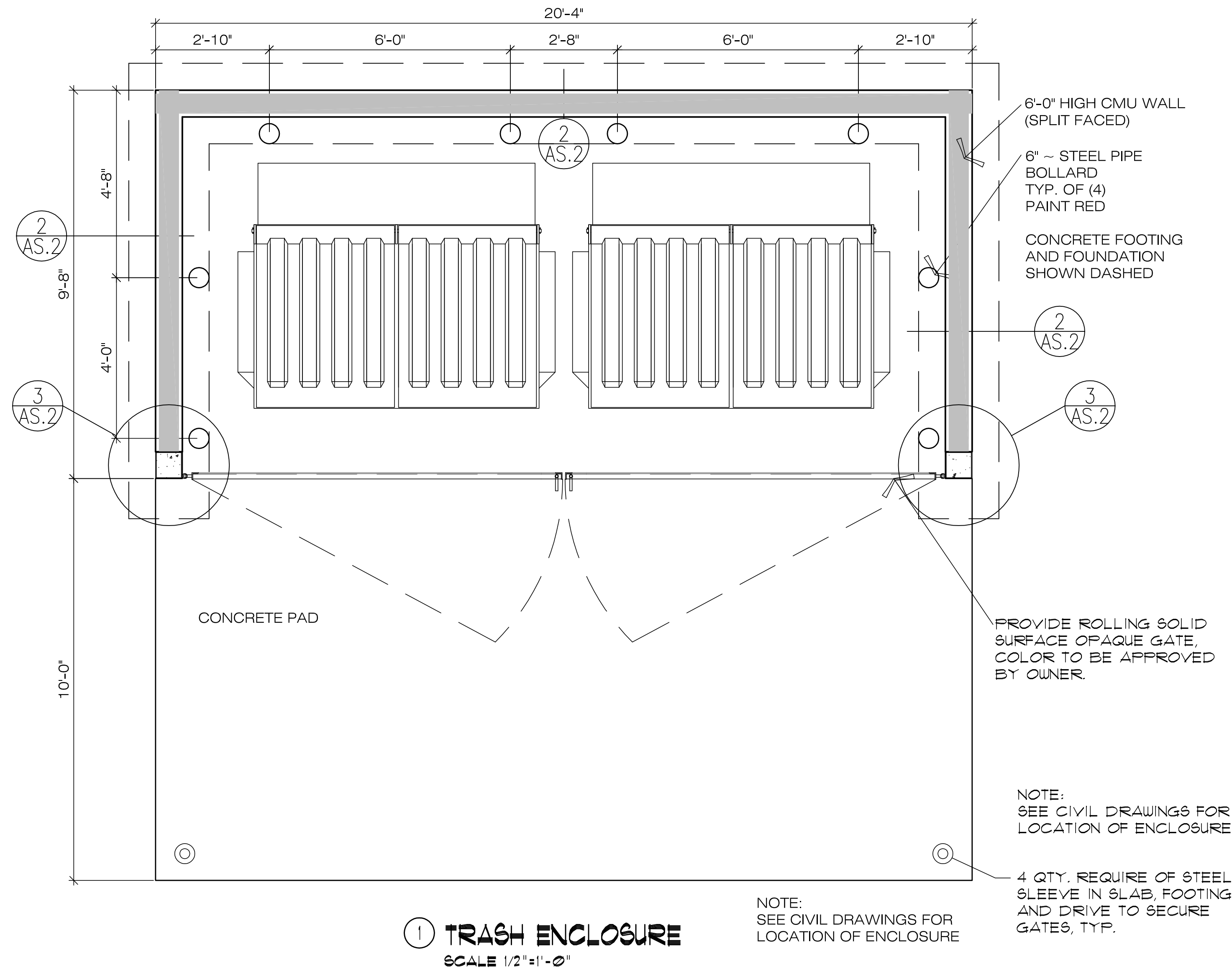
SITE PLAN

SCALE: 1" = 60'-0"
MARCH 31, 2023
2282701SA8.dwg



AS.1





sba

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ARCHITECTS

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STOKES STEVENSON
CENTERVILLE FLEX
70 NORTH 1250 WEST,
CENTERVILLE, UTAH

PROPOSED BUILDINGS

SITE DETAILS

SCALE: AS SHOWN
MARCH 22, 2023
2282701AS2.dwg

AS.2



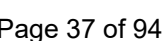
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STOKES STEVENSON
CENTERVILLE FLEX
70 NORTH 1250 WEST,
CENTERVILLE, UTAH

SITE DETAILS

MARCH 22, 2023
2282701AS2.dwg

AS.3





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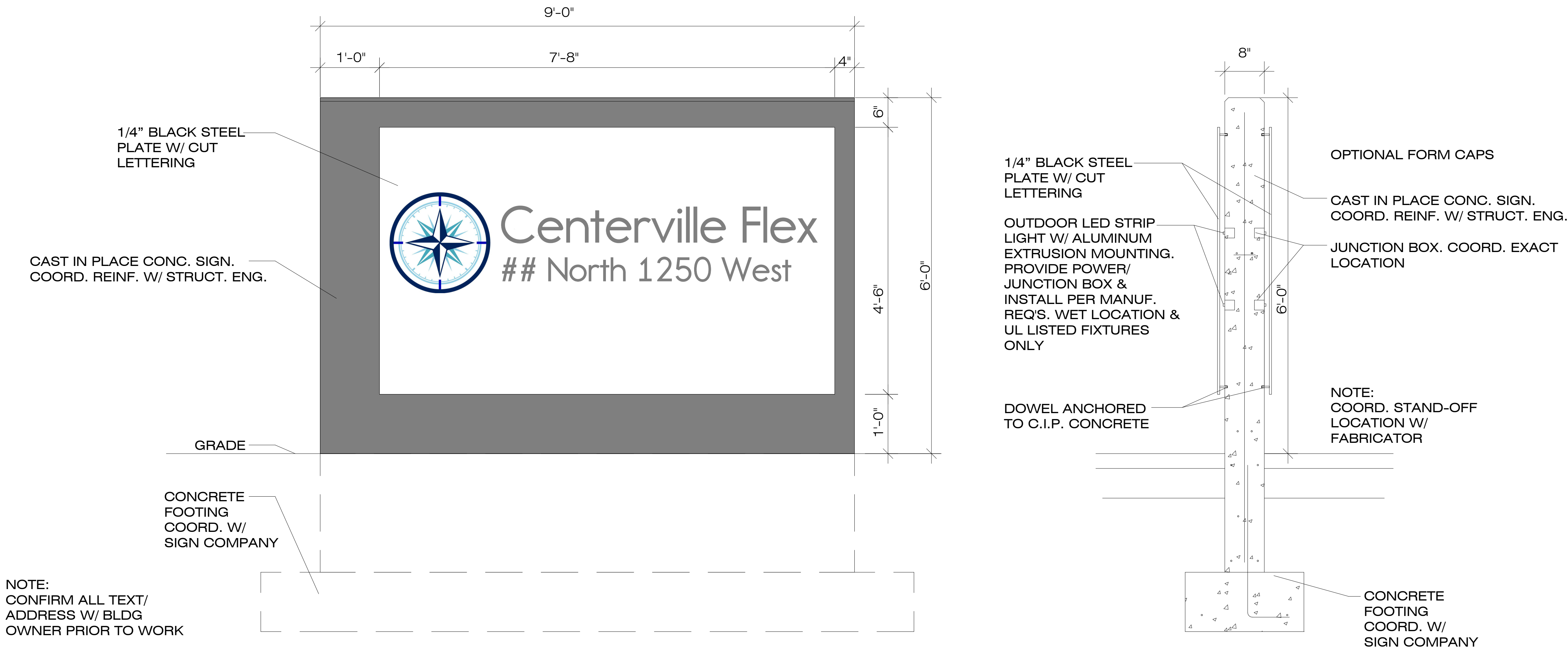
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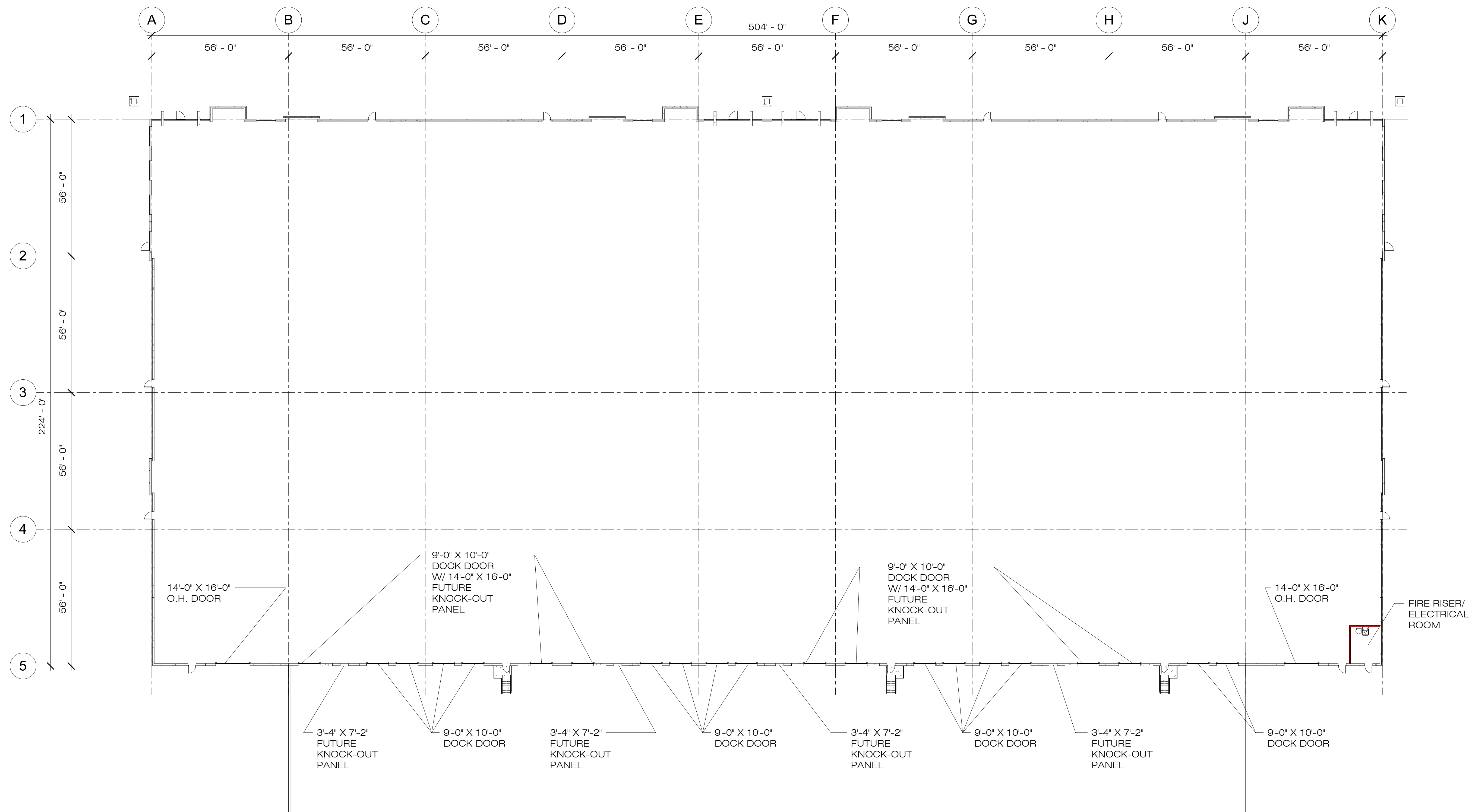
CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

SIGNAGE DETAILS

SCALE: 1" = 1'-0"
MARCH 31, 2023
2282701

AS.4





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CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

**PROPOSED
BUILDING 1**

**MAIN LEVEL
FLOOR PLAN**

SCALE: 3/64" = 1'-0"
MARCH 30, 2023
2282701



A1.1



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CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

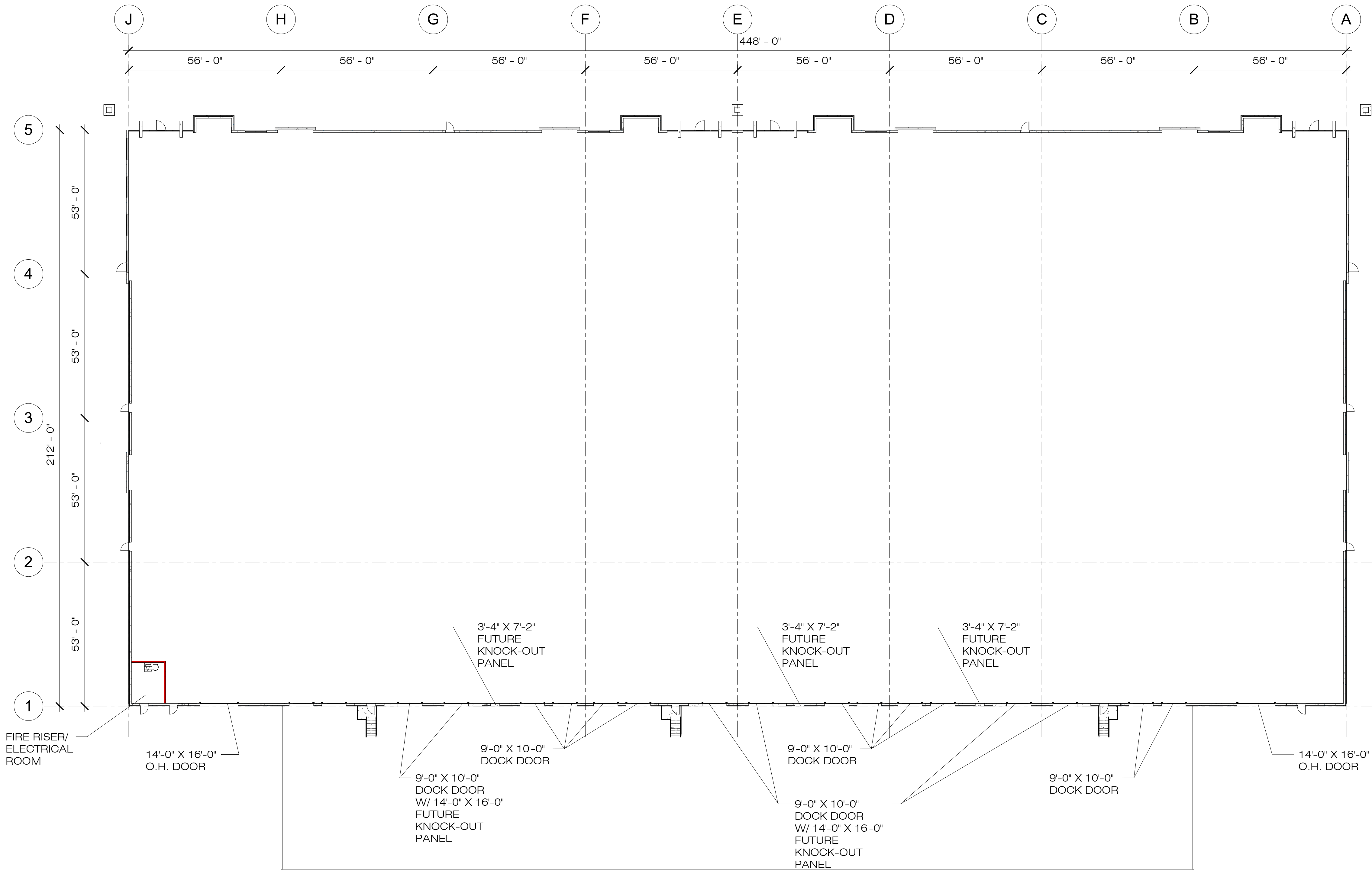
**PROPOSED
BUILDING 2**

**MAIN FLOOR
FLOOR PLAN**

SCALE: 3/64" = 1'-0"
MARCH 30, 2023
2282701



A1.1





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70 NORTH 1250 WEST
CENTERVILLE, UTAH

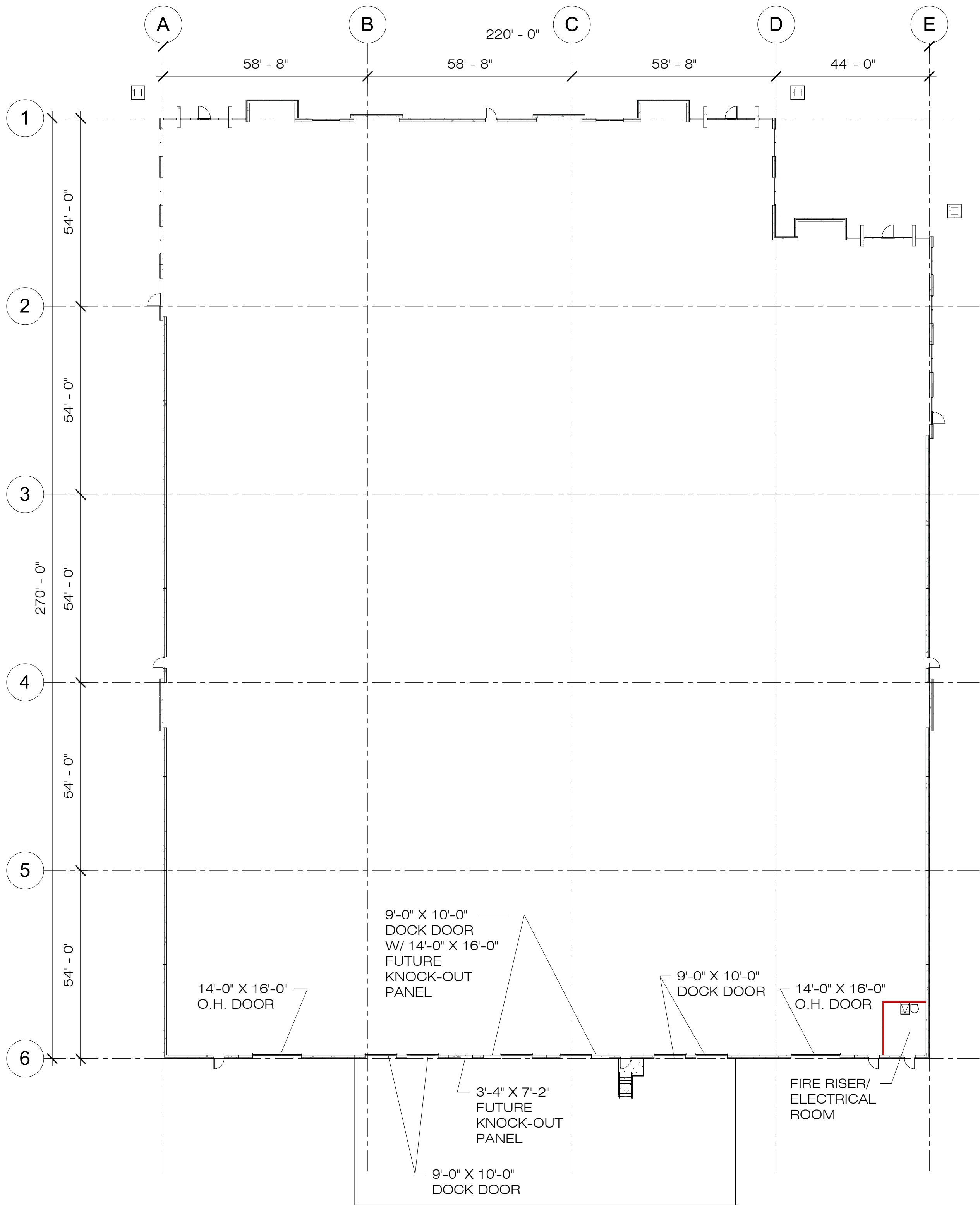
**PROPOSED
BUILDING 3**

**MAIN LEVEL
FLOOR PLAN**

SCALE: 3/64" = 1'-0"
MARCH 30, 2023
2282701

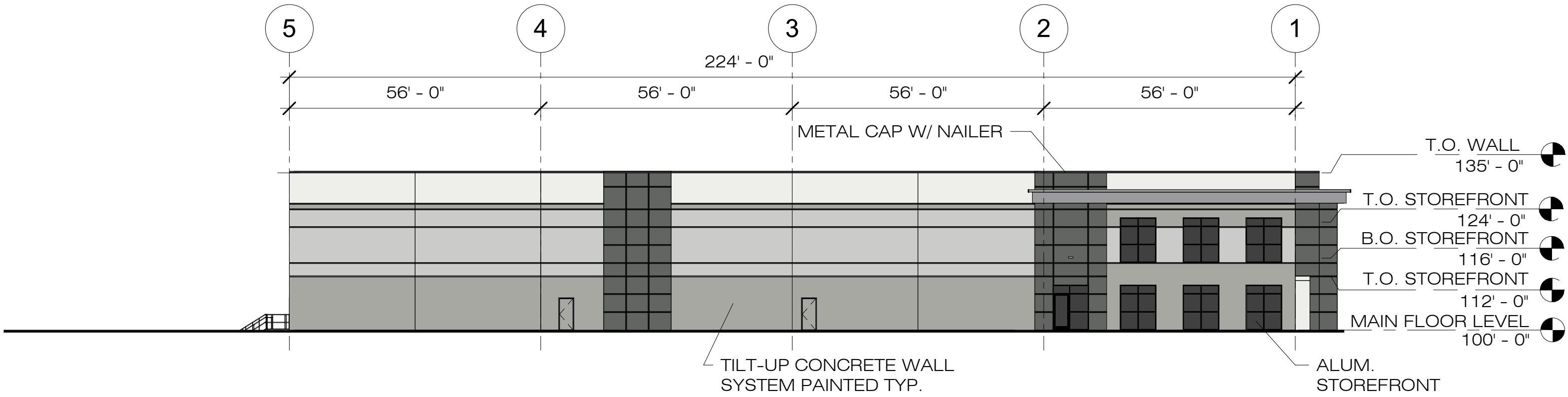


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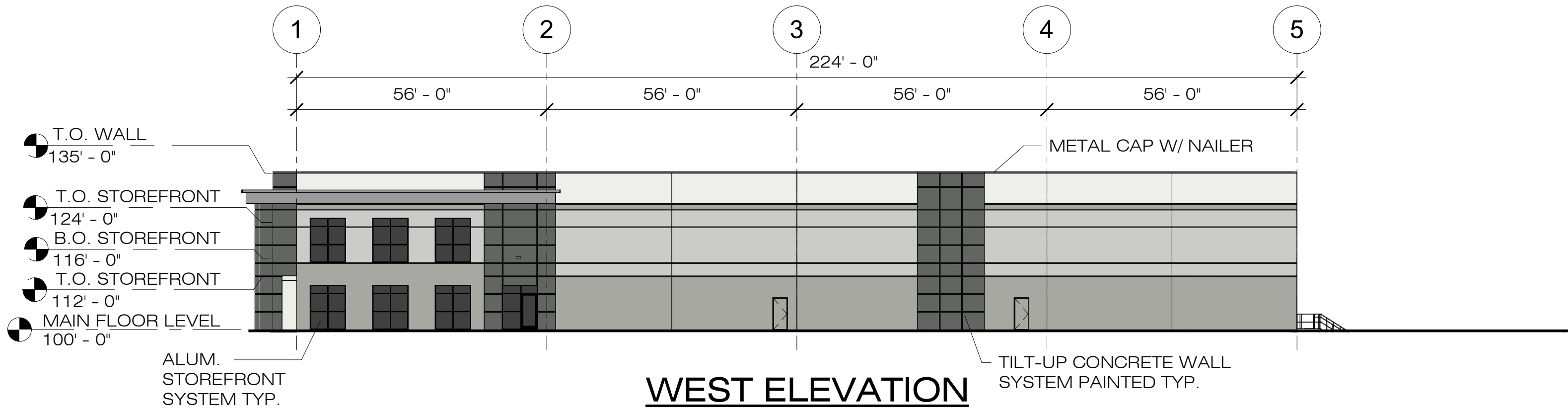


FINISH SCHEDULE		
MATERIAL	MANUFACTURER	COLOR
CONCRETE (PAINTED)	SHERWIN WILLIAMS	SW 7006 EXTRA WHITE
CONCRETE (PAINTED)	SHERWIN WILLIAMS	SW 7064 PASSIVE
CONCRETE (PAINTED)	SHERWIN WILLIAMS	SW 7066 GRAY MATTERS
CONCRETE (PAINTED)	SHERWIN WILLIAMS	SW 7068 GRIZZLE GRAY
METAL CAP/AWNINGS	DREXEL METALS	CHARCOAL GRAY SR.27
ALUMINUM STOREFRONT	KAWNEER	BLACK
EXTERIOR GLASS	GUARDIAN GLASS	SUPERNEUTRAL 68 ON GRAY

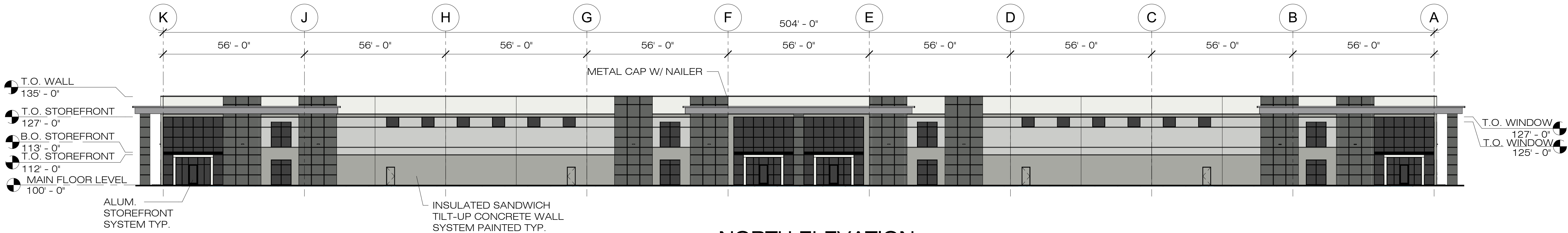
NOTE:
PROVIDE ADDRESS SIGNAGE TO MEETS 2018 IBC 502.1
REQ'S. OF MIN. 6" HIGH AND MIN. .5" WIDE AND SHALL BE
ARABIC NUMBERS OR ALPHABETIC LETTERS AND SHALL BE
CONTRASTING COLOR OF THE BACKGROUND.



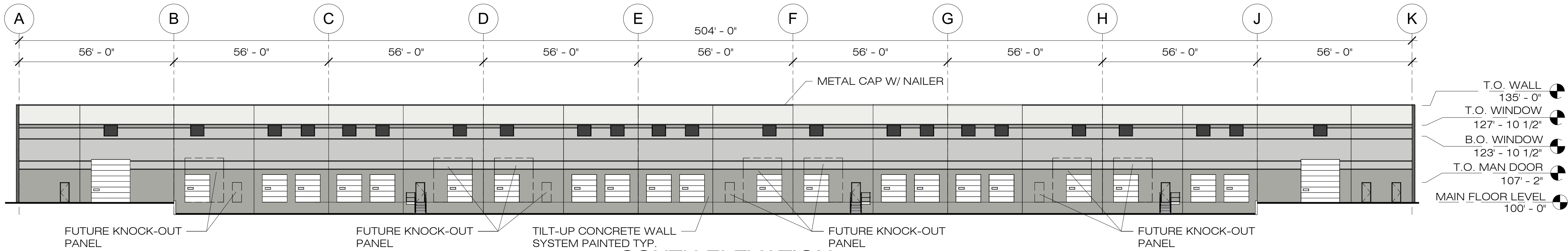
EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

sba

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CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

PROPOSED
BUILDING 1

EXTERIOR
ELEVATIONS

SCALE: 3/64" = 1'-0"
MARCH 30, 2023
2282701

A3.1



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70 NORTH 1250 WEST
CENTERVILLE, UTAH

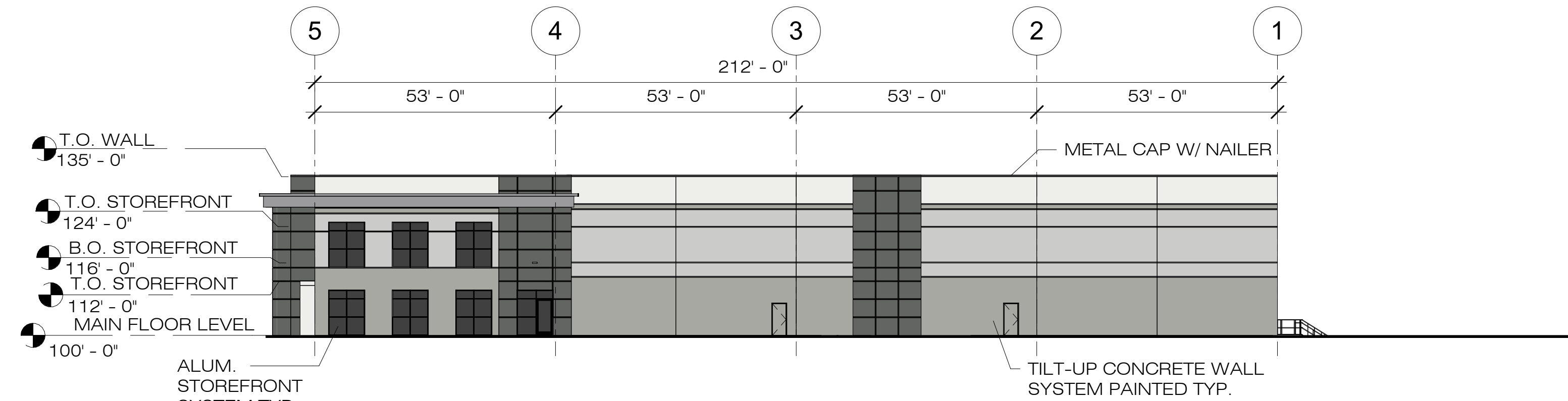
**PROPOSED
BUILDING 2**

**EXTERIOR
ELEVATIONS**

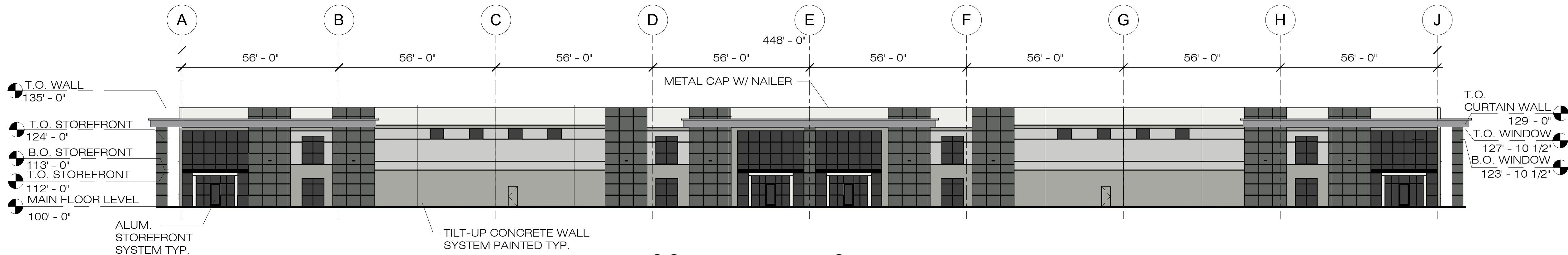
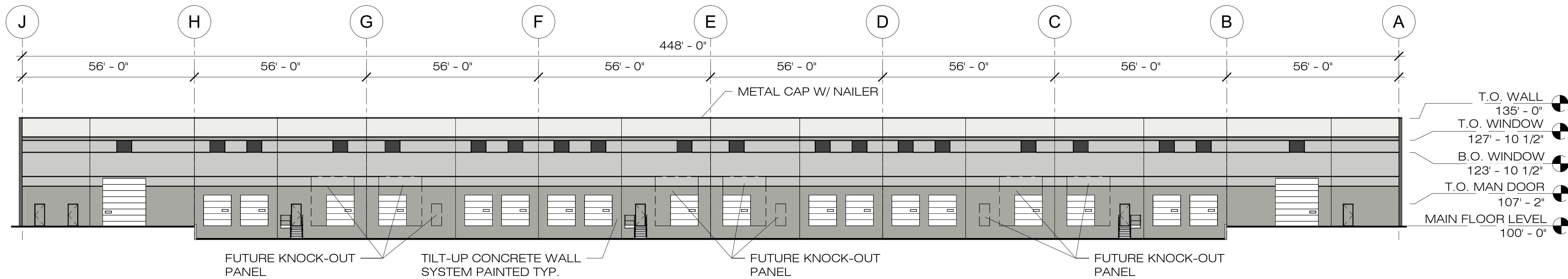
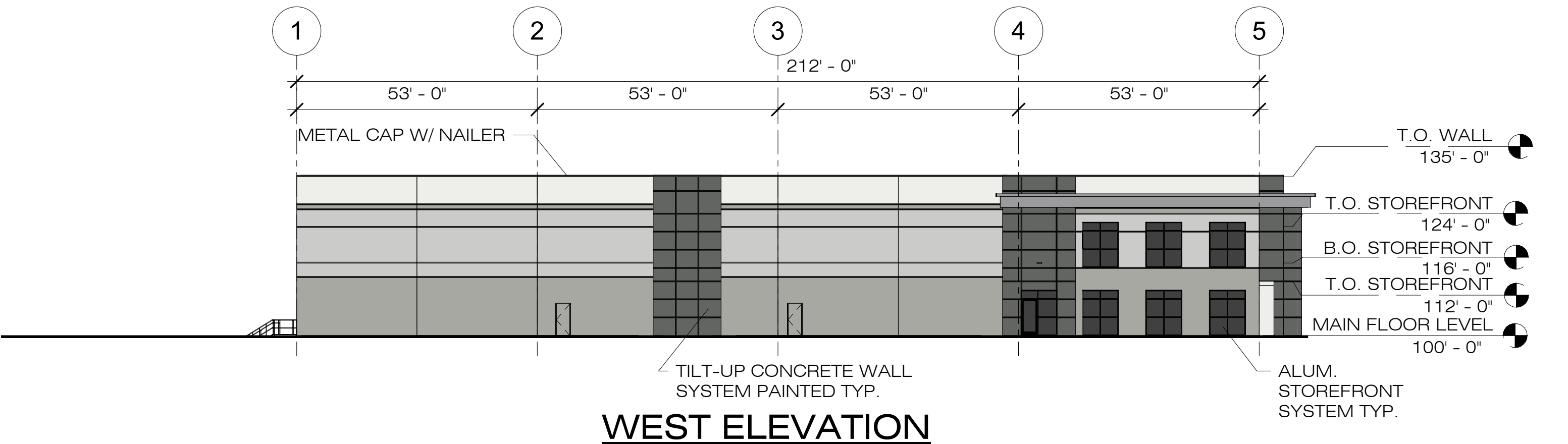
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A3.1

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FINISH SCHEDULE		
MATERIAL	MANUFACTURER	COLOR
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ALUMINUM STOREFRONT	KAWNEER	BLACK
EXTERIOR GLASS	GUARDIAN GLASS	SUPERNEUTRAL 68 ON GRAY





SAMUEL J. BRADY

ARCHITECTS

200 E. South Temple
Suite 160
Salt Lake City, Utah 84111
(801) 595-1752
www.sambrady.com

NOTE: THIS DRAWING IS PROVIDED FOR OWNER/TENANT APPROVAL OF THE SPACE NOTED AND IS NOT FOR CONSTRUCTION. ACTUAL SITE DIMENSIONS COULD VARY.

CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

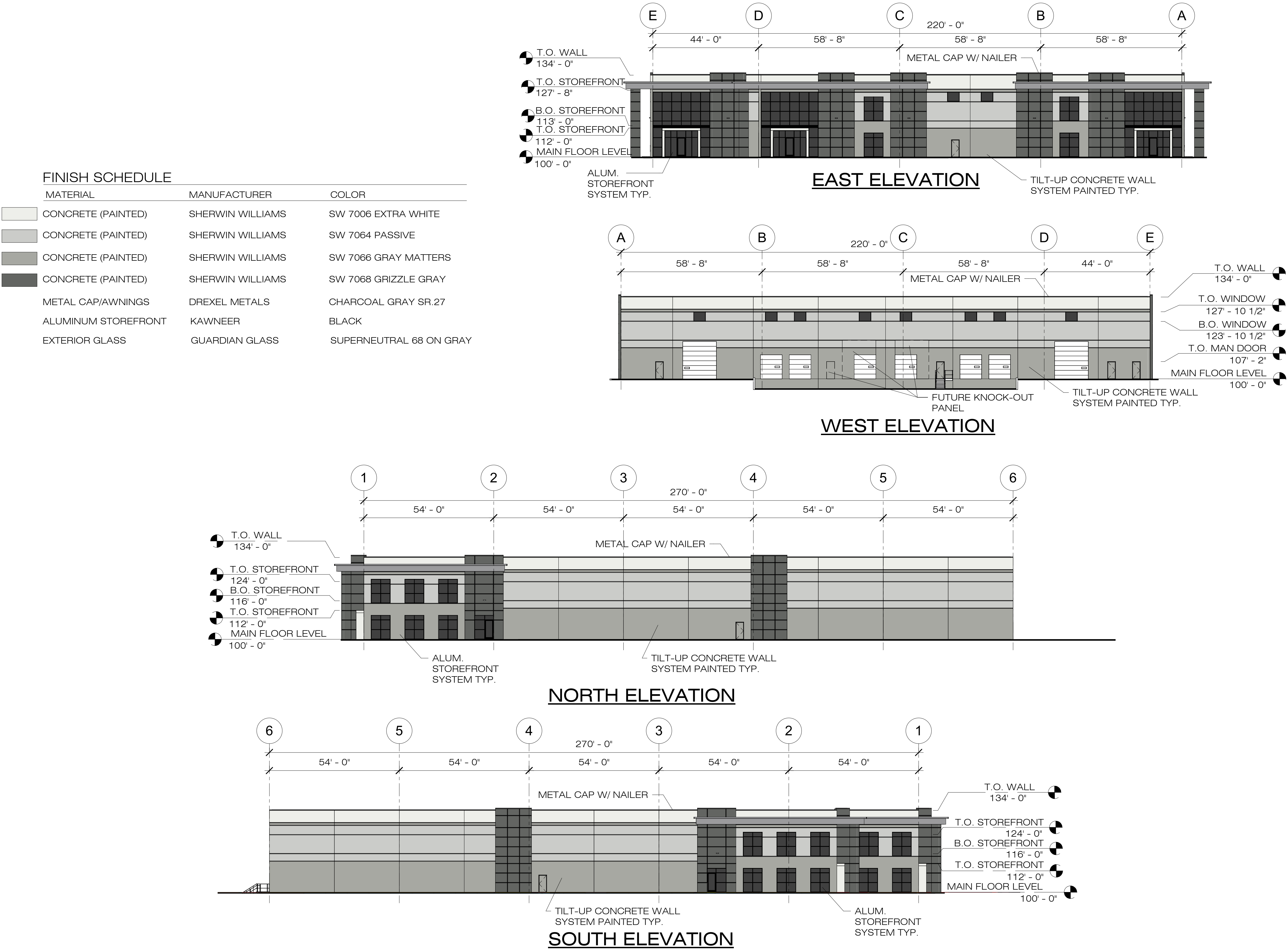
**PROPOSED
BUILDING 3**

**EXTERIOR
ELEVATIONS**

SCALE: 3/64" = 1'-0"
MARCH 30, 2023
2282701

A3.1

NOTE:
PROVIDE ADDRESS SIGNAGE TO MEETS 2018 IBC 502.1
REQ'S. OF MIN. 6" HIGH AND MIN. .5" WIDE AND SHALL BE
ARABIC NUMBERS OR ALPHABETIC LETTERS AND SHALL BE
CONTRASTING COLOR OF THE BACKGROUND.





sba

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CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

RENDERINGS

SCALE:

MARCH 16, 2023
2282701

A3.2



sba

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CENTERVILLE FLEX
70 NORTH 1250 WEST
CENTERVILLE, UTAH

RENDERINGS

SCALE:

MARCH 16, 2023
2282701

A3.3

LANDSCAPE PLAN SPECIFICATIONS

- PART I - GENERAL
- 1.1 SUMMARY
- A. This section includes landscape procedures for the Project including all labor, materials, and installation necessary, but not limited to, the following:
1. Site Conditions
 2. Guarantees
 3. Maintenance
 4. Soil Amendments
 5. Fine Grading
 6. Landscape Edging
 7. Furnish and Installing Plant
 8. Turf Planting
 9. Weed Barrier
- 1.2 SITE CONDITIONS
- A. Examination: Before submitting a Bid, each Contractor shall carefully examine the Contract Documents; shall visit the site of the Work; shall fully inform themselves as to all existing conditions and limitations; and shall include in the Bid the cost of all items required by the Contract Documents are at a variance with the applicable laws, building codes, rules, regulations, or contain obvious erroneous or uncoordinated information, the Contractor shall promptly notify the Project Representative and the necessary changes shall be accomplished by Addendum.
- B. Protection: Contractor to conduct the Work in such a manner to protect all existing underground utilities or structures. Contractor to repair or replace any damaged utility or structure using identical materials to match existing at no expense to the Owner.
- C. Irrigation System: Do not begin planting until the irrigation system is completely installed, is adjusted for full coverage and is completely operational.
- 1.3 PERMITS
- A. Blue Stake / Dig Line: When digging is required, "Blue Stake" or "Dig Line" the work site and identify the approximate location of all known underground utilities or structures.
- 1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY
- A. Unauthorized substitutions will not be accepted. If proof is submitted that specific plants or plant sizes are unobtainable, written substitution requests will be considered for the nearest equivalent plant or size. All substitution requests must be made in writing and preferably before the bid due date.
- 1.5 FINAL INSPECTION
- A. All plants will be inspected at the time of Final Inspection prior to receiving a Landscape Substantial Completion for conformance to specified planting procedures, and for general appearance and vitality. Any plant not approved by the Project Representative will be rejected and replaced immediately.
- 1.6 LANDSCAPE SUBSTANTIAL COMPLETION
- A. A Substantial Completion Certificate will only be issued by the Project Representative for "landscape and irrigation" in their entirety. Substantial Completion will not be proportioned to be designated areas of a project.
- 1.7 MAINTENANCE
- A. Plant Material: The Contractor is responsible to maintain all planted materials in a healthy and growing condition for 30 days after receiving a Landscape Substantial Completion at which time the Guarantee period commences. This maintenance is to include mowing, weeding, cultivating, fertilizing, monitoring water schedules, controlling insects and diseases, re-graying and staking, and all other operations of care necessary for the promotion of root growth and plant life so that all plants are in a condition satisfactory at the end of the guarantee period. The Contractor shall be held responsible for failure to monitor watering operations and shall replace any and all plant material that is lost due to improper application of water.
- 1.8 GUARANTEE
- A. Guarantee: A guarantee period of one year shall begin from end of maintenance period and final acceptance for trees, shrubs, and ground covers. All plants shall grow and be healthy for the guarantee period and trees shall live and grow in acceptable upright position. Any plant not alive, in poor health, or in poor condition at the end of the guarantee period will be replaced immediately. Any plant will only need to be replaced once during the guarantee period. Contractor to provide documentation showing where each plant to be replaced is located. Any outside factors, such as vandalism or lack of maintenance on the part of the Owner, shall not be part of the guarantee.

- PART II - PRODUCTS
- 2.1 LANDSCAPE MATERIALS
- A. Tree Staking: All trees shall be staked for one year warranty period. All trees not plumb shall be replaced. Staked trees shall use vinyl tree ties and tree stakes two (2) inch by two (2) by eight (8) foot common pine stakes used as shown on the details.
- B. Tree Wrap: Tree wrap is not to be used.
- C. Mulch/Rock/See Plans. All planter beds to receive a minimum 3" layer for trees, shrubs, and perennials and 1" for groundcovers.
- D. Weed Barrier: DeWitt 5 oz. weed barrier fabric. Manufactured by DeWitt Company, dewittcompany.com or approved equal.
- E. Tree, Shrub, and Grass Backfill Mixture: Backfill mixture to be 75% native soil and 25% topsoil, thoroughly mixed together prior to placement.
- F. Topsoil: Required for turf areas, planter beds and Backfill Mixture. Acceptable topsoil shall meet the following standards:
- a. pH: 5.5-7.5
 - b. EC (electrical conductivity): < 2.0 mmhos per centimeter
 - c. SAR (sodium absorption ratio): < 3.0
 - d. % OM (percent organic matter): >1%
 - e. Texture (particle size per USDA soil classification): Sand <70%; Clay < 30%; Silt < 70%; Stone fragments (gravel or any soil particle greater than two (2) mm in size) < 5% by volume.
- G. Turf Sod: All sod shall be 18 month old as specified on plans (or approved equal) that has been cut fresh the morning of installation. Only sod that has been grown on a commercial soil farm shall be used. Only use sod from a single source.
- H. Landscape Curb Edging: six (6) inches by four (4) inches extruded concrete curb made up of the following materials:
- a. Washed mortar sand free of organic material.
 - b. Portland Cement (see concrete spec. below for type)
 - c. Reinforced fiber - Specifically produced for compatibility with aggressive alkaline environment of Portland cement-based composites.
 - d. Only potable water for mixing.
- I. Landscape Metal Edging: 5.5" steel edging with 18" dowels into the ground for stabilization.

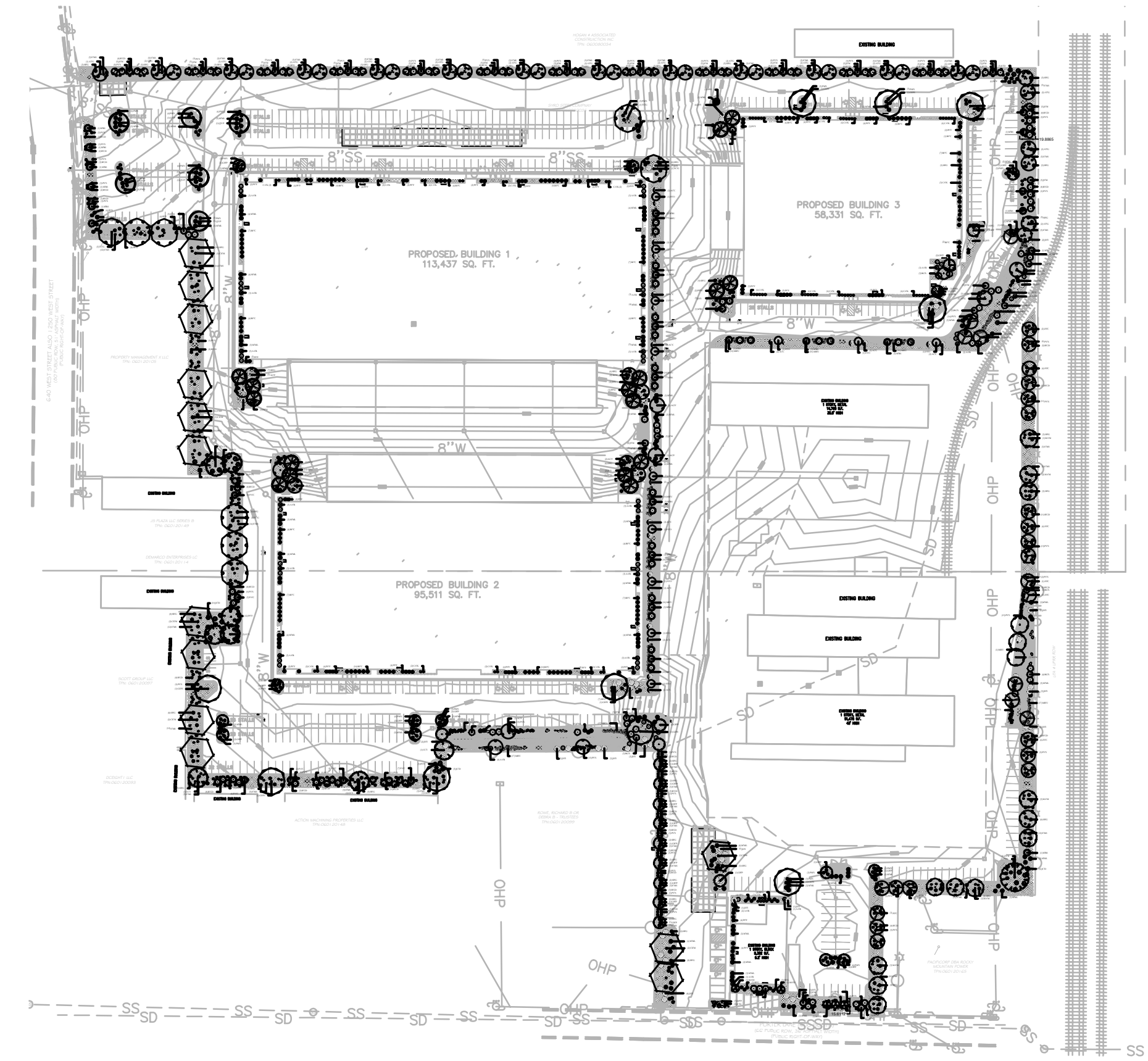
- PART III - EXECUTION
- 3.1 GRADING
- A. Topsoil Preparation: Grade planting areas according to the grading plan. Eliminate uneven areas and low spots. Provide for proper grading and drainage.
- B. Topsoil Placement: Slope surfaced away from building at two (2) percent slope with no pockets of standing water. Establish finish grades of one (1) inches for planters below grade of adjacent paved surfaced. Provide neat, smooth, and uniform finish grades. Remove surplus sub-soil and topsoil from the site.
- C. Compaction: compaction under hard surface areas (asphalt paths and concrete surfaces) shall be ninety-five (95) percent. Compaction under planting areas shall be between eighty-five (85) and ninety (90) percent.
- 3.2 TURF GRADING
- A. The surface on which the sod is to be laid shall be firm and free from footprints, depressions, or undulations of any kind. The surface shall be free of all materials larger than 1/2" in diameter.
- B. The finish grade of the topsoil adjacent to all sidewalks, mow-strips, etc. prior to the laying of sod, shall be set such that the crown of the grass shall be at the same level as the adjacent concrete or hard surface. No exceptions.
- 3.3 PLANTING OPERATIONS
- A. Review the exact locations of all trees and shrubs with the Project Representative for approval prior to the digging of any holes. Prepare all holes according to the details on the drawings.
- B. Water plants immediately upon arrival at the site. Maintain in moist condition until planted.
- C. Before planting, locate all underground utilities prior to digging. Do not place plants on or near utility lines.
- D. The tree planting hole should be the same depth as the root ball, and two times the diameter of the root ball.
- E. Trees must be placed on undisturbed soil at the bottom of the planting hole.
- F. The tree hole depth shall be determined so that the tree may be set slightly high of finish grade, 1" to 2" above the base of the trunk flare, using the top of the root ball as a guide.
- G. Plant immediately after removal of container for container plants.

- H. Set tree on soil and remove all burlap, wire baskets, twine, wrappings, etc. before beginning and backfilling operations. Do not use planting stock if the ball is cracked or broken before or during planting operation.
- I. Apply vitamin B-1 root stimulator at the rate of one (1) tablespoon per gallon.
- J. Upon completion of backfilling operation, thoroughly water tree to completely settle the soil and fill any voids that may have occurred. Use a watering hose, not the area irrigation system. If additional prepared topsoil mixture needs to be added. It should be a coarser mix as required to establish finish grade as indicated on the drawings.
- K. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches. All cuts, scars, and bruises shall be properly treated according to the direction of the Project Representative. Proper pruning techniques shall be used. Do not leave stubs and do not cut the leader branch. Improper pruning shall be cause for rejection of the plant material.
- L. Prepare a watering circle of 2' diameter around the trunk. For conifers, extend the watering well to the drip line of the tree canopy. Place mulch around the planted trees.
4. TURF - SOD LAYING
- A. Top Soil Amendments: Prior to laying sod, commercial fertilizer shall be applied and incorporated into the upper four (4) inches of the topsoil at a rate of four pounds of nitrogen per one thousand (1,000) square feet. Adjust fertilization mixture and rate of application as needed to meet recommendations given by topsoil analysis.
- B. Fertilization: Three weeks after sod placement fertilize the turf at a rate of 1/2 pound of nitrogen per 1000 square feet. Use fertilizer specified above. Adjust fertilization mixture and rates to meet recommendations given by topsoil analysis.
- C. Sod Availability and Condition: Sod is to be delivered to the site in good condition. It is to be inspected upon arrival and installed within 24 hours. Sod is to be moist and cool to ensure that decomposition has not begun and is to be free of pests, diseases, or blight. The Contractor shall satisfy himself as to the existing conditions prior to any construction. The Contractor shall be fully responsible for furnishing and laying all sod required on the plans. He shall furnish new sod as specified above and lay it so as to completely satisfy the intent and meaning of the plans and specification at no extra cost to the owner. In the case of any discrepancy in the amount of sod to be removed or amount to be used, it shall be the Contractor's responsibility to report such to the Project Representative prior to commencing the work.
- D. Sod Laying: The surface upon which the new sod to be laid will be prepared as specified in the detail and be lightly watered before laying. Areas where sod is to be laid shall be cut trimmed, or shaped to receive full width sod (minimum twelve (12) inches). No partial strip or pieces will be accepted.
- E. Sod shall be tamped lightly as each piece is set to ensure that good contact is made between edges and also the ground. If voids or holes are discovered, the sod piece(s) is (are) to be raised and topsoil is to be used to fill in the areas until level. Sod laid on any sloped areas shall be anchored with wooden dowels or other materials which are accepted by the grass sod industry.
- F. Sod shall be rolled with a roller that is at least 50% full immediately after installation to ensure the full contact with soil is made.
- G. Apply water directly after laying sod. Rainfall is not acceptable.
- H. Watering of the sod shall be the complete responsibility of the Contractor by whatever means necessary to establish the sod in an acceptable manner to the end of the Maintenance period. If an irrigation system is in place on the site, but for whatever reason, water is not available in the system. It is the responsibility of the Contractor to water the sod by whatever means, until the sod is accepted by the Project Representative.
- I. Protection of the newly laid sod shall be the complete responsibility of the Contractor. The Contractor shall provide acceptable visual barriers, to include barricades set appropriate distances with stumps or tapes between barriers, as an indication of new work. The Contractor is to restore any damaged areas caused by others (including vehicular traffic), erosion, etc, until such time as the lawn is accepted by the Owner.
- J. All sod that has not been laid within 24 hours shall be deemed unacceptable and will be removed from the site.
- 3.5 WEED BARRIER
- A. For the health of the soil and the microorganisms, weed barrier is not recommended. If use is required or requested, do not place in annual or grass areas.
- B. Cut weed barrier back to the edge of the plant rootball.
- C. Overlap rows of fabric min. 6"
- D. Stable fabric edges and overlaps to ground.
- END OF SECTION

LANDSCAPE NOTES

- INSTALLATION
1. LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
 2. DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
 3. ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
 4. SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.
 5. SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MATCHING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL (MIXED PRIOR TO SPREADING WITH 2-3" OF QUALITY COMPOST) CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
 6. SOD FOR NEW LAWN AREAS SHALL BE A DROUGHT TOLERANT VARIETY. FINE LEVEL ALL AREAS PRIOR TO LAYING SOD.
 7. EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6" TREE RING OF THE SAME EDGING.
 8. IF REQUIRED BY CITY OR OWNER SPECIFIED, DeWitt 5 OZ WEED BARRIER FABRIC TO BE INSTALLED IN ALL PLANTER AREAS EXCEPT UNDER ANNUAL PLANTING AREAS AS SHOWN ON PLAN. WEED BARRIER SHALL BE CUT BACK FROM EACH PLANT TO THE DIAMETER OF THE ROOTBALL.
 9. ROCK MULCH (INORGANIC MULCH) TO BE APPLIED AT THE FOLLOWING DEPTHS: 3" IN ALL TREE, SHRUB, AND PERENNIAL PLANTER AREAS; ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL (ORGANIC MULCH). NO MULCH SHALL BE PLACED WITHIN 12" OF BASE OF TREE AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS.
 10. A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANTER AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT EDGE OF ROOTBALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.
 11. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE, AND MAINTENANCE.
- INSTALLER RESPONSIBILITIES AND LIABILITIES
1. THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
 2. LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

- GRADING AND DRAINAGE REQUIREMENTS
1. AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
 2. AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
 3. A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
 4. LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BERMS, AND SWALES.
 5. LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE
 6. DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL, WHICHEVER DISTANCE IS GREATER



SITE MATERIALS LEGEND

SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1" MINUS GREY CRUSHED ROCK. SUBMIT TO LANDSCAPE ARCHITECT FOR FINAL APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5 OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	120,713 sf
	2-4" GREY CRUSHED ROCK. SUBMIT TO LANDSCAPE ARCHITECT FOR FINAL APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 6-8" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 5 OZ WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	7,303 sf
SYMBOL	LANDSCAPE DESCRIPTION	QTY
	BOULDERS - DECORATIVE	148

SITE REQUIREMENT CALCULATIONS

STREET FRONTAGE	REQUIRED:	PROVIDED:
115 1 TREE / 25 FT (976 LN FT)	39	39
PORTER LANE /400 SOUTH	REQUIRED:	PROVIDED:
1 TREE / 25 FT (193 LN FT)	8	8
950 WEST STREET	REQUIRED	PROVIDED
1 TREE / 25 FT (140 LN FT)	6	6
TREE COUNT:	REQUIRED:	PROVIDED:
1 TREE / 500 SQ.FT. INTERNAL LANDSCAPING 110,777 SF LANDSCAPED AREA	222	222
PROVIDED FOR PERIMETER AND INTERNAL LANDSCAPING SHALL BE 50%--PROVIDED. BUFFER LANDSCAPING BETWEEN RESIDENTIAL AND NON-RESIDENTIAL DEVELOPMENT SHALL BE 50%. --PROVIDED. LANDSCAPE AT BUILDING FRONTAGE/FOUNDATION 50% --PROVIDED. INTERIOR PARKING LOT LANDSCAPING 5% --PROVIDED. INTERIOR PARKING LOT TREES AND SHRUBS 1 TREE/2 SHRUBS FOR EVERY 6 STALLS --PROVIDED.		

PLANT LEGEND

CONIFERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	PAC	27	Picea abies 'Cupressina' TM Columnar Norway Spruce	B & B		5'-6'
	PPH	16	Picea pungens 'Hoopsii' Hoopsi Blue Spruce	B & B		5'-6'
DECIDUOUS TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE
	AGF	13	Acer griseum 'JFS KW8AGRI' TM Fireburst Paperbark Maple	B & B	2" Cal	
	ATG	33	Acer tataricum 'Gar/Ann' Hot Wings Tatarian Maple	B & B		Multi-trunked
	CXM	13	Celtis x 'Magnifica' Magnifica Hackberry		2" Cal	2" Cal
	CCG	8	Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B	2" Cal	
	FSSO	12	Fagus sylvatica 'Red Obelisk' Red Obelisk European Beech	B & B	2" Cal	
	GBFP	30	Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B	2" Cal	
	GDFE	10	Gymnocladus dioica 'Espresso' Kentucky Coffeetree	B & B	2" Cal	
	MAM	15	Maackia amurensis 'JFS-Schieertel' TM MacNificent Maackia	B & B	2" Cal	
	MRS	50	Malus x 'Raspberry Spear' Raspberry Spear Crabapple	B & B	2" Cal	
	MAD	5	Malus x adstringens 'Dunrolo' Gladstone™ Crabapple	B & B	2" Cal	
	QUP	6	Quercus macrocarpa 'Urban Pinnacle' Urban Pinnacle Oak	B & B	2" Cal	
	TCG	8	Tilia cordata 'Greenspire' Greenspire Littleleaf Linden	B & B	2" Cal	
	ZSW	1	Zelkova serrata 'Wireless' Wireless Zelkova	B & B	2" Cal	
	ZSC	28	Zelkova serrata 'JFS-KWI' TM City Sprite Zelkova	B & B	2" Cal	

SUGGESTED SHRUB LIST

DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	AAR	64	Amelanchier alnifolia 'Regent' Regent Serviceberry	5 gal
	PEF	123	Potentilla fruticosa 'Fargo' Dakota Sunspot TM Fargo Yellow Shrubby Cinquifol	5 gal
	RFC	108	Rhamnus frangula 'Columnaris' Tall Hedge Backhorn	5 gal
	RGFL	22	Rhus aromatica 'Gro-Low' Gro-Low Sumac	5 gal
	SBG	326	Spiraea betulifolia 'Tor Gold' TM Glow Girl Birchleaf Spirea	5 gal
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	ACC	24	Acrostaphylos x coloradensis 'Chieftain' Chieftain Manzanita	5 gal
	HPP	7	Hesperaloe parviflora 'Perpa' TM Brakelights Red Yucca	5 gal
	JCD	34	Juniperus chinensis 'Daub's Frosted' Daub's Frosted Juniper	5 gal
	JHT	79	Juniperus horizontalis 'Monber' TM Icee Blue Juniper	5 gal
	JSM	99	Juniperus scopulorum 'Moonglow' Moonglow Juniper	10 gal
	PMS	82	Pinus mugo 'Slowmound' Slowmound Mugo Pine	5 gal
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CAK	80	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal
	MMI	200	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	1 gal
	MIRU	198	Muhlenbergia reverei 'PUND01S' TM Undaunted Ruby Maltie	1 gal
	PVS	407	Panicum virgatum 'Shenandoah' Shenandoah Switch Grass	1 gal
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	FMS	264	Echinacea purpurea 'Magnus Superior' Magnus Superior Coneflower	1 gal
ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	RCD	279	Rosa x 'Meidiflora' TM Coral Drift Groundcover Rose	5 gal

ISSUE DATE

4/03/2023

PROJECT NUMBER

UT22171

PLAN INFORMATION

NO. REVISION DATE

1	XXXX	XX-XX-XX
2		
3		
4		
5		
6		
7		

PROJECT INFORMATION

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

GRAPHIC SCALE: 1" = 150'

0' 75' 150' 300' 600'

DEVELOPER / PROPERTY OWNER / CLIENT

CIR
ATT: SCOTT THORSEN
801-949-6296
SCOTT@CIRENGINEERING.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP

LICENSE STAMP

DESIGNED LANDSCAPE ARCHITECT
EPAW
ANSWORTH
#128421-6301
04/03/2023
UTAH

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/3/2023

LANDSCAPE ARCHITECT / PLANNER

PKJ DESIGN GROUP

DESIGN GROUP
Landscape Architecture • Planning & Visualization

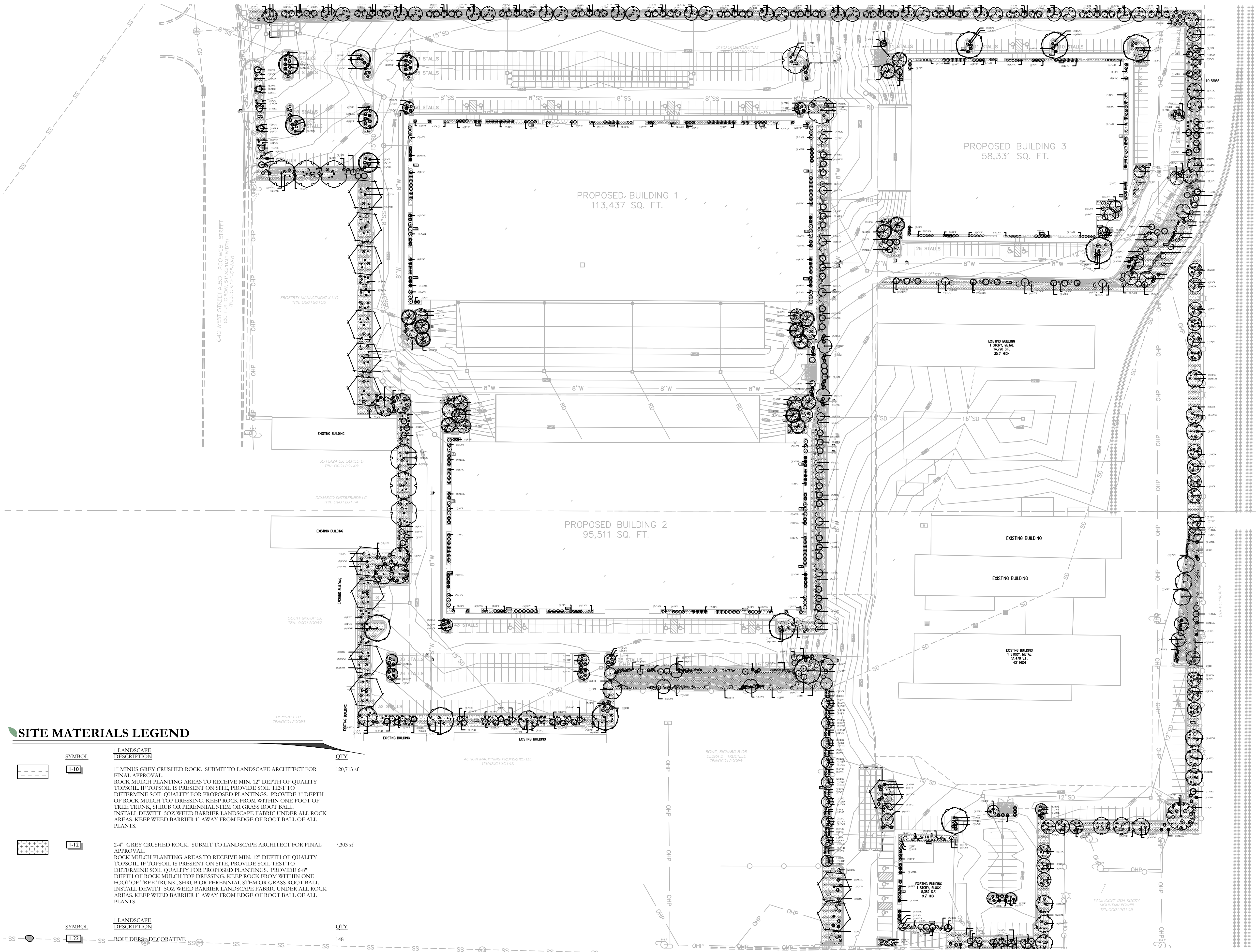
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

LANDSCAPE PLAN COVER

PRELIMINARY PLANS NOT FOR CONSTRUCTION

LP-100

Page 47 of 94



SITE MATERIALS LEGEND		
SYMBOL	LANDSCAPE DESCRIPTION	QTY
	1" MINUS GREY CRUSHED ROCK. SUBMIT TO LANDSCAPE ARCHITECT FOR FINAL APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 50Z WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	120,713 sf
	2.4" GREY CRUSHED ROCK. SUBMIT TO LANDSCAPE ARCHITECT FOR FINAL APPROVAL. ROCK MULCH PLANTING AREAS TO RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 6.8" DEPTH OF ROCK MULCH TOP DRESSING. KEEP ROCK FROM WITHIN ONE FOOT OF TREE TRUNK, SHRUB OR PERENNIAL STEM OR GRASS ROOT BALL. INSTALL DEWITT 50Z WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1' AWAY FROM EDGE OF ROOT BALL OF ALL PLANTS.	7,305 sf
SYMBOL	LANDSCAPE DESCRIPTION	QTY
	BOULDERS-DECORATIVE	148

PLANT LEGEND					
CONIFERS		CODE	QTY	BOTANICAL / COMMON NAME	CONT
	PAC	27		Picea abies 'Cupressina' Columnar Norway Spruce	B & B
	PPH	16		Picea pungens 'Hoopsii' Hoopsii Blue Spruce	B & B
DECIDUOUS TREES		CODE	QTY	BOTANICAL / COMMON NAME	CONT
	AGF	13		Acer griseum 'JFS KWRAGRI' TM Fireburst Paperbark Maple	B & B
	ATG	33		Acer tataricum 'GazAnn' Hot Wings Tatarian Maple	B & B
	CXM	13		Celtis x 'Magnifica' Magnifica Hackberry	2" Cal
	CCT	8		Crataegus crus-gali inermis Thornless Cockspur Hawthorn	B & B
	FSO	12		Fagus sylvatica 'Red Obelisk' Red Obelisk European Beech	B & B
	GBP	30		Ginkgo biloba 'Princeton Sentry' Princeton Sentry Ginkgo	B & B
	GDPE	10		Gymnocladus dioica 'Espresso' Kentucky Coffee tree	B & B
	MAM	15		Maackia amurensis 'JFS-Schictell' TM Maackia	B & B
	MRS	50		Malus x 'Raspberry Spear' Raspberry Spear Crabapple	B & B
	MAD	5		Malus x adstringens 'Dorles' Gladiator™ Crabapple	B & B
	QUP	6		Quercus macrocarpa 'Urban Pinnacle' Urban Pinnacle Oak	B & B
	TCG	8		Tilia cordata 'Greenspire' Greenspire Littleleaf Linden	B & B
	ZSW	1		Zelkova serrata 'Wireless' Wireless Zelkova	B & B
	ZSC	28		Zelkova serrata 'JFS-KW1' TM City Scape Zelkova	B & B

SUGGESTED SHRUB LIST				
DECIDUOUS SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	AAR	64	Amelanchier alnifolia 'Regent' Regent Serviceberry	5 gal
	PFF	123	Potentilla fruticosa 'Fargo' Dakota Sunspot TM Fargo Yellow Shrubby Cinquefoil	5 gal
	RFC	108	Rhamnus frangula 'Columnaris' Tall Hedge Buckthorn	5 gal
	RGL	22	Rhus aromatica 'Gro-Low' Gro-Low Sumac	5 gal
	SPG	326	Spiraea betulifolia 'Tor Gold' TM Glow Girl Birchleaf Spirea	5 gal
EVERGREEN SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	ACC	24	Arctostaphylos x coloradoensis 'Chieftain' Chieftain Manzanita	5 gal
	HPP	7	Hesperaloe parviflora 'Perpa' TM Brakelights Red Yucca	5 gal
	JCD	34	Juniperus chinensis 'Daub's Frosted' Daub's Frosted Juniper	5 gal
	JHF	79	Juniperus horizontalis 'Monber' TM Icee Blue Juniper	5 gal
	JSM	99	Juniperus scopulorum 'Moon glow' Moon glow Juniper	10 gal
	PMS	82	Pinus mugo 'Stovmound' Stovmound Mugo Pine	5 gal
GRASSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	CAK	80	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	1 gal
	MML	200	Miscanthus sinensis 'Morning Light' Morning Light Maiden Grass	1 gal
	MRU	198	Muhlenbergia reverchonii 'PUND01S' TM Undaunted Ruby Muhly	1 gal
	PVS	407	Panicum virgatum 'Shenandoah' Shenandoah Switch Grass	1 gal
PERENNIALS	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	EMS	264	Echinacea purpurea 'Magnus Superior' Magnus Superior Coneflower	1 gal
ROSES	CODE	QTY	BOTANICAL / COMMON NAME	CONT
	RCD	279	Rosa x 'Madiford' TM Coral Drift Groundcover Rose	5 gal

ISSUE DATE

3/22/2023

PROJECT NUMBER

UT22171

PLAN INFORMATION

PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER / CLIENT

CIR
ATT: SCOTT THORSEN
801-949-6296
SCOTT@CIRENGINEERING.COM

LANDSCAPE ARCHITECT / PLANNER

LICENSE STAMP

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: JMA
PLOT DATE: 4/3/2023

NO.

REVISION

DATE

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811

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0'

30'

60'

120'

240'

GRAPHIC SCALE: 1" = 60'

TRINITY

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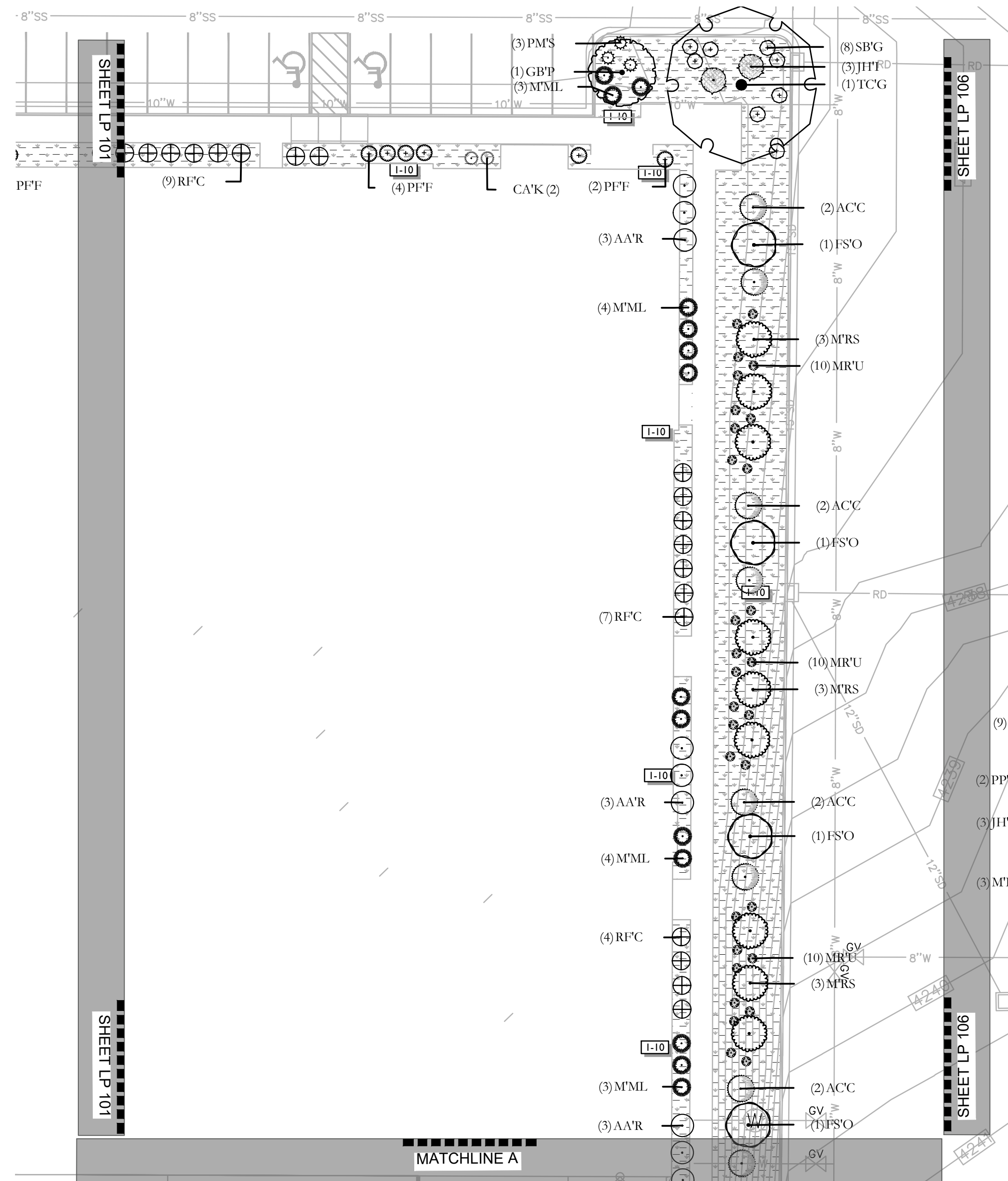
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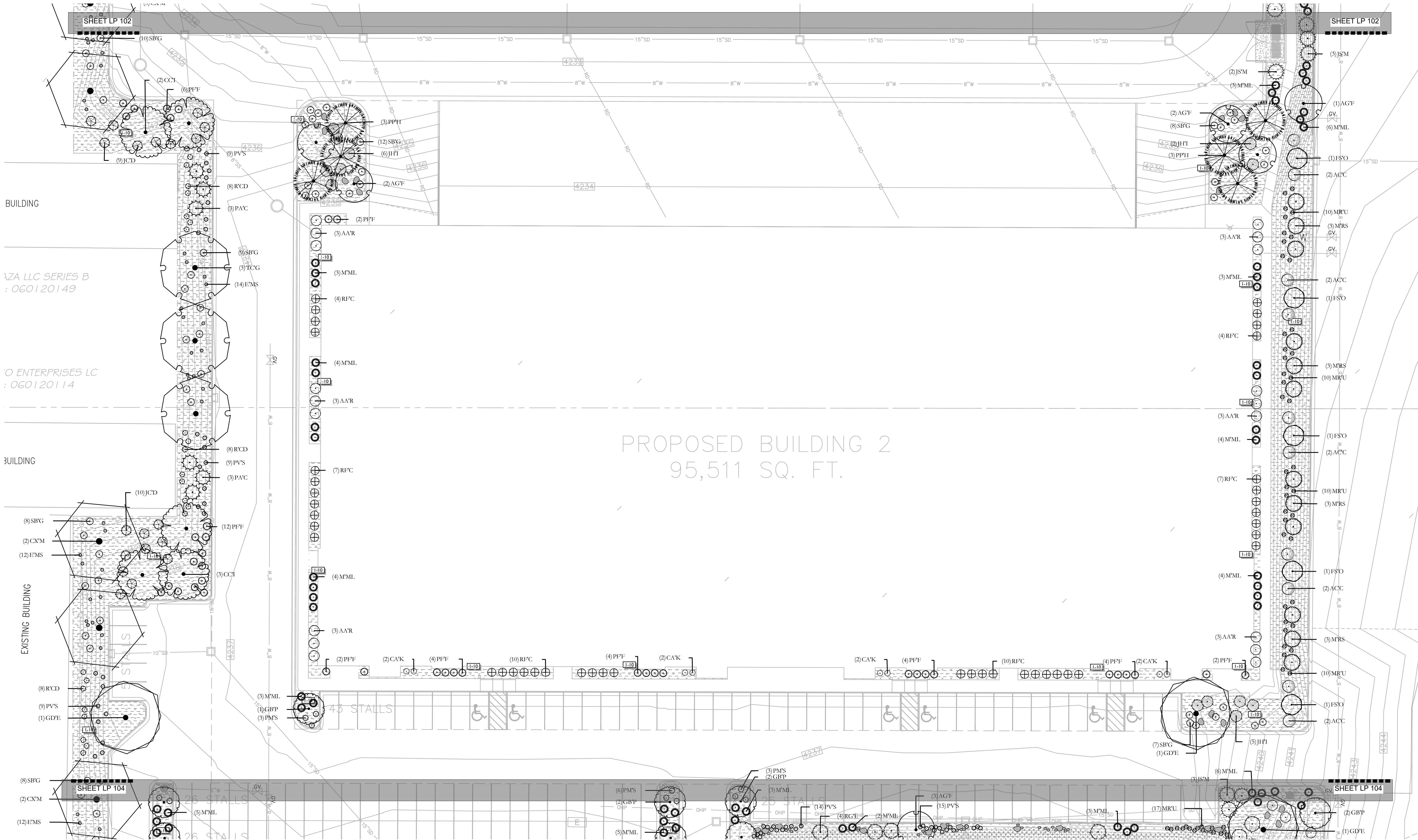
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ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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GRAPHIC SCALE: 1" = 20'

0' 10' 20' 40' 80'

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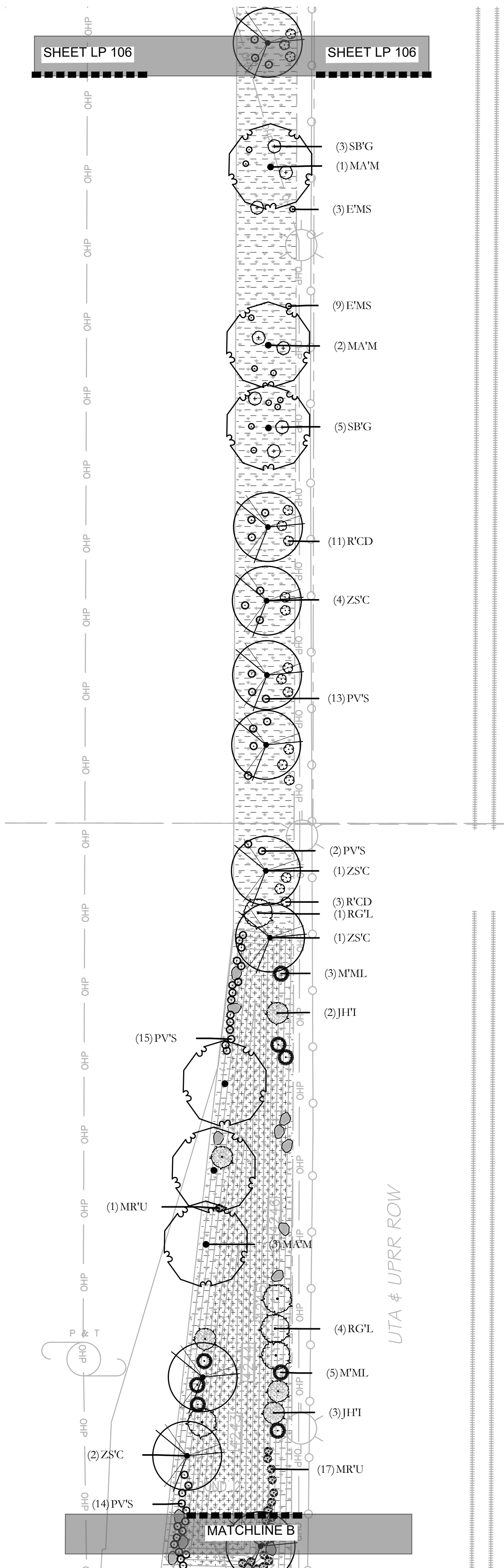
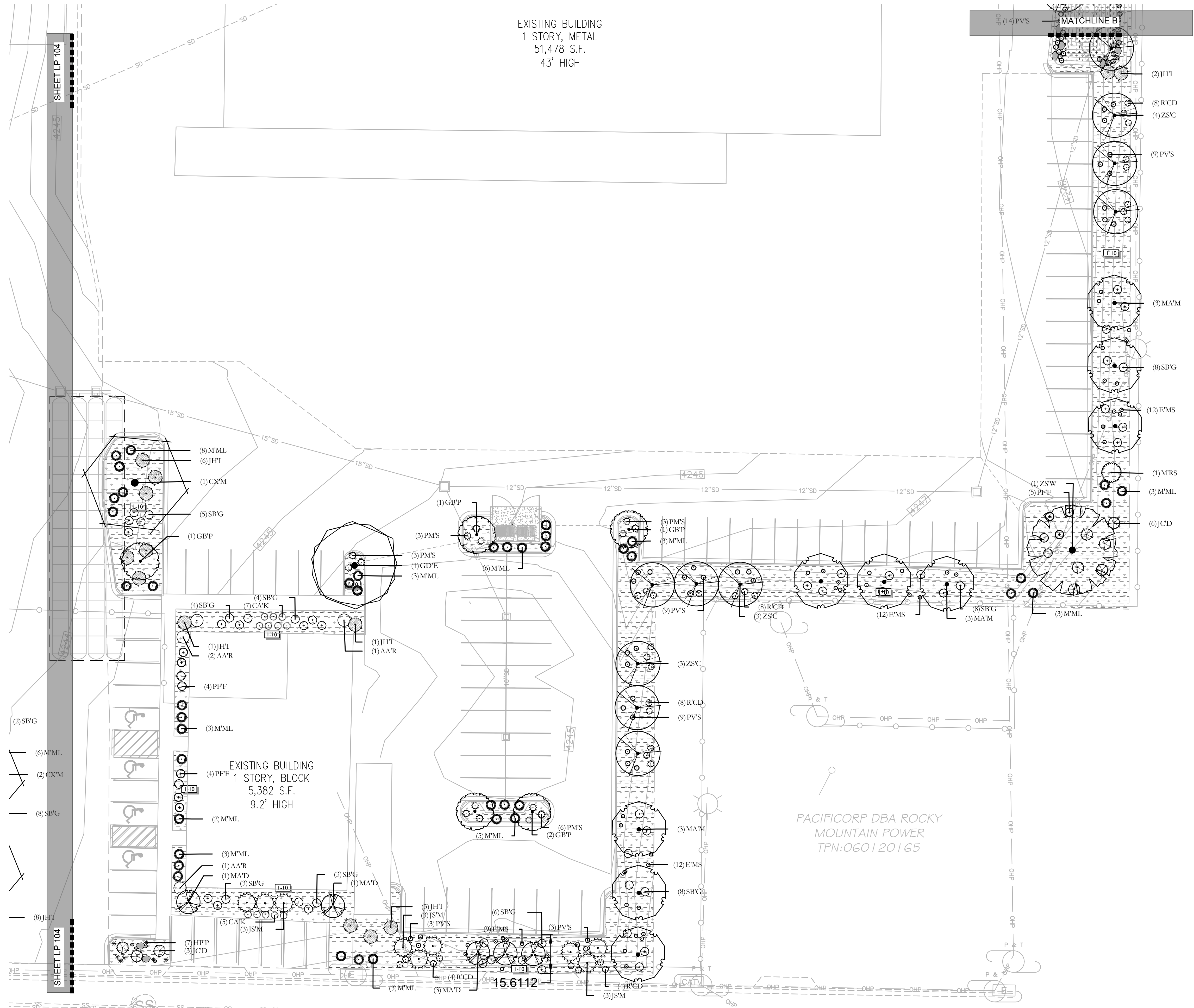
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EXISTING BUILDING
1 STORY, METAL
51,478 S.F.
43' HIGH



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0'

10'

20'

40'

80'

GRAPHIC SCALE: 1" = 20'

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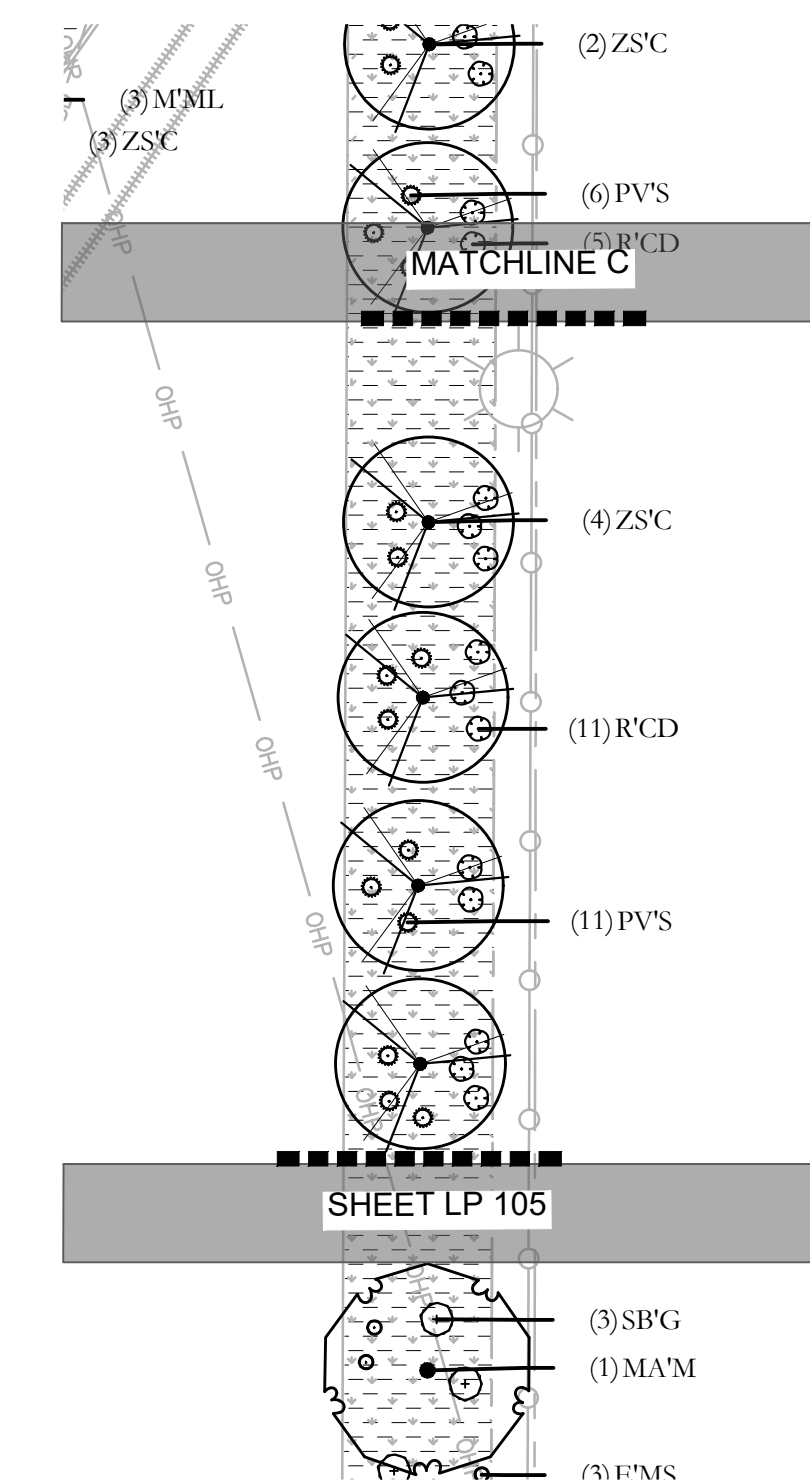
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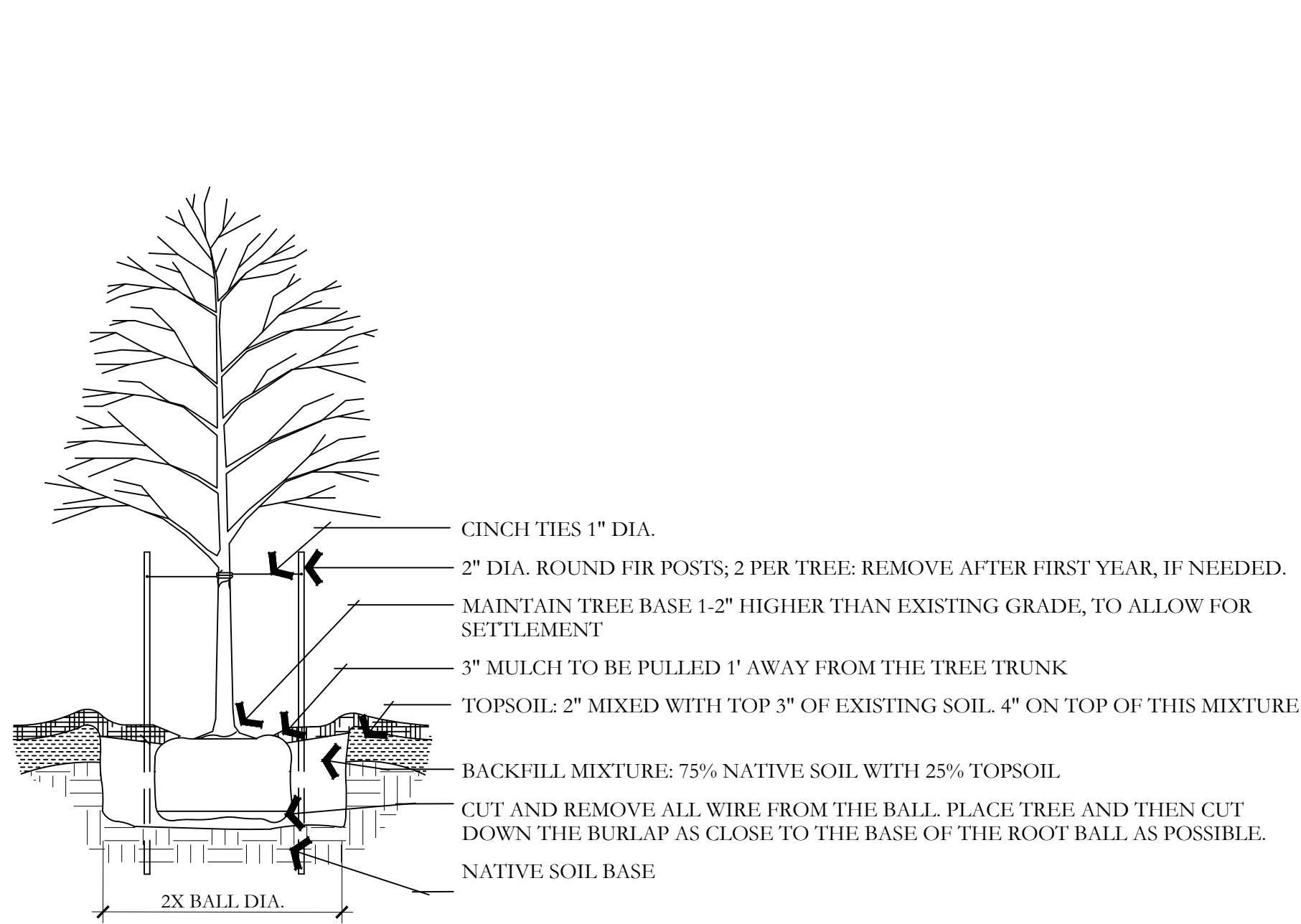
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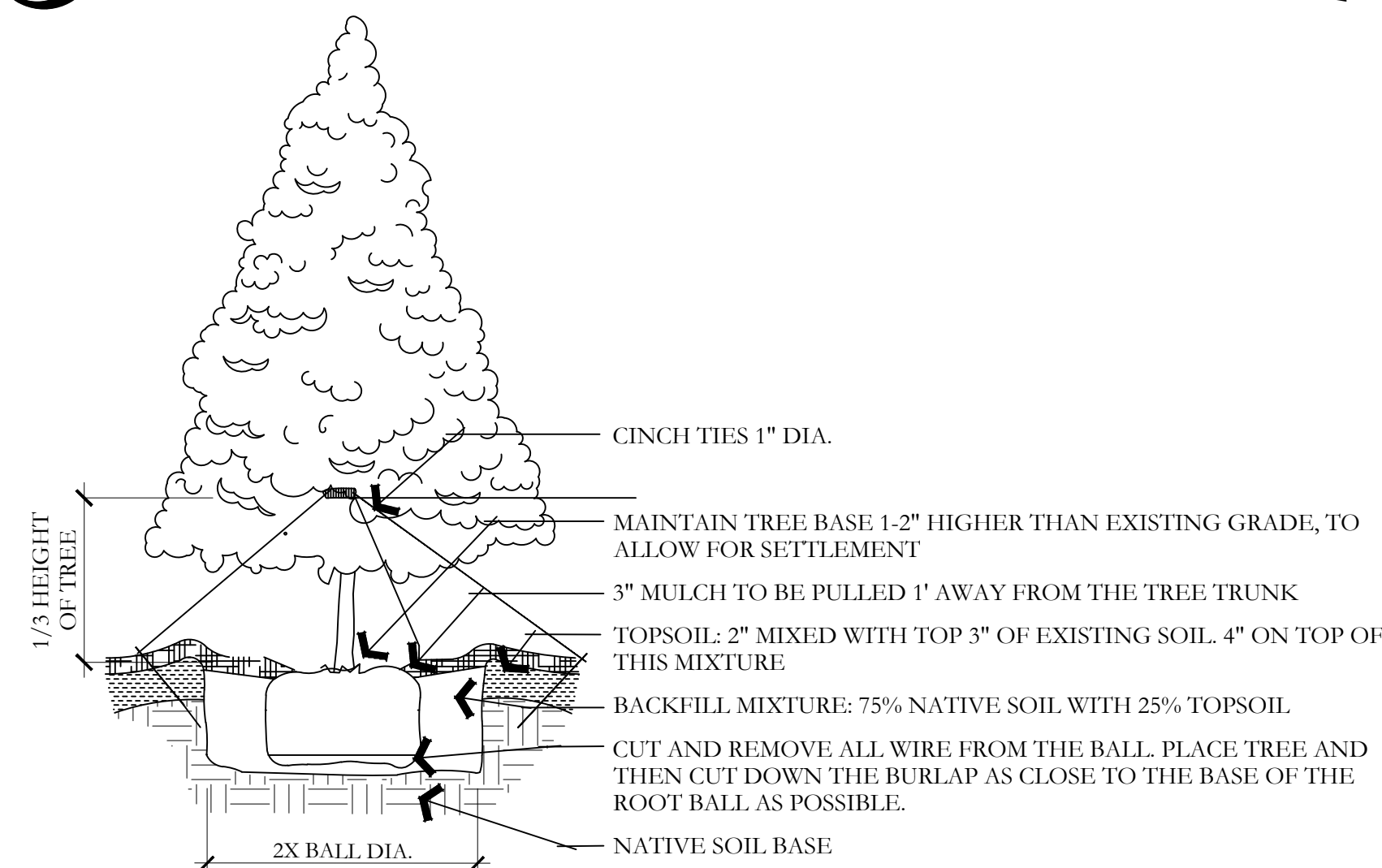
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LP-105

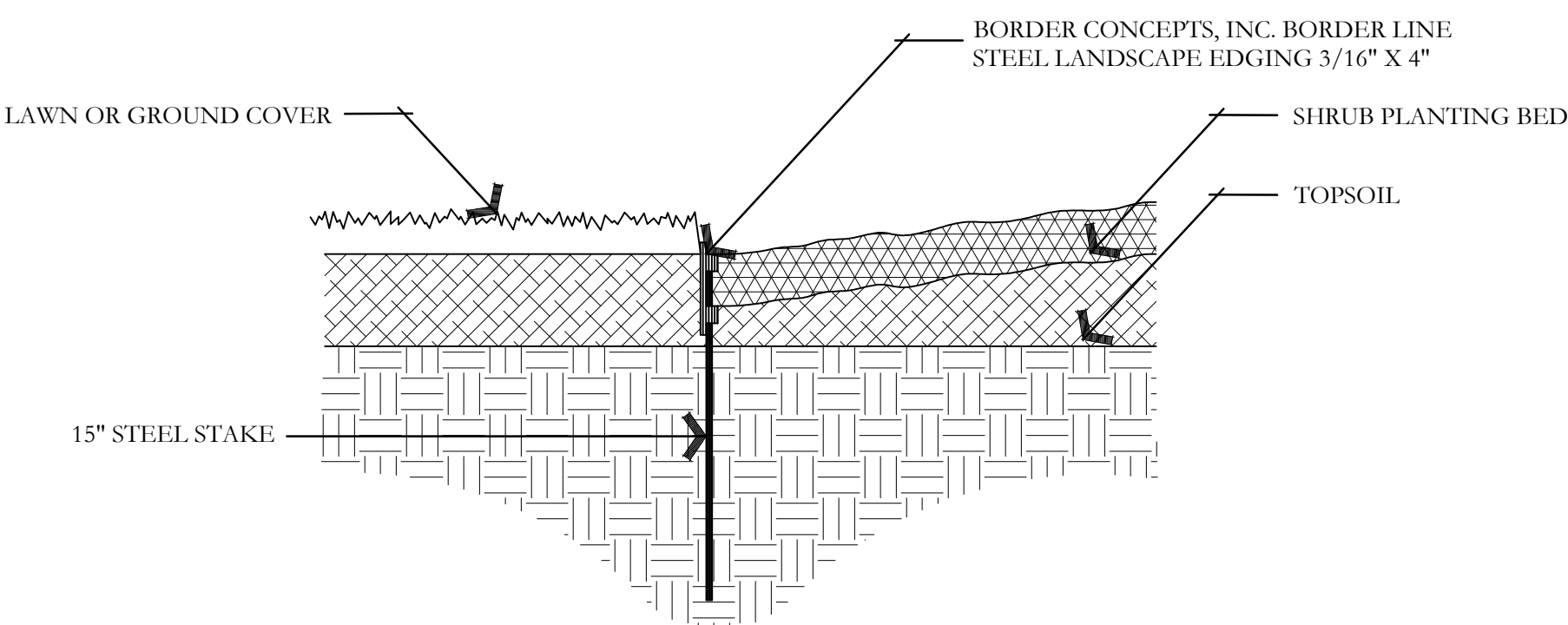
Page 54 of 94



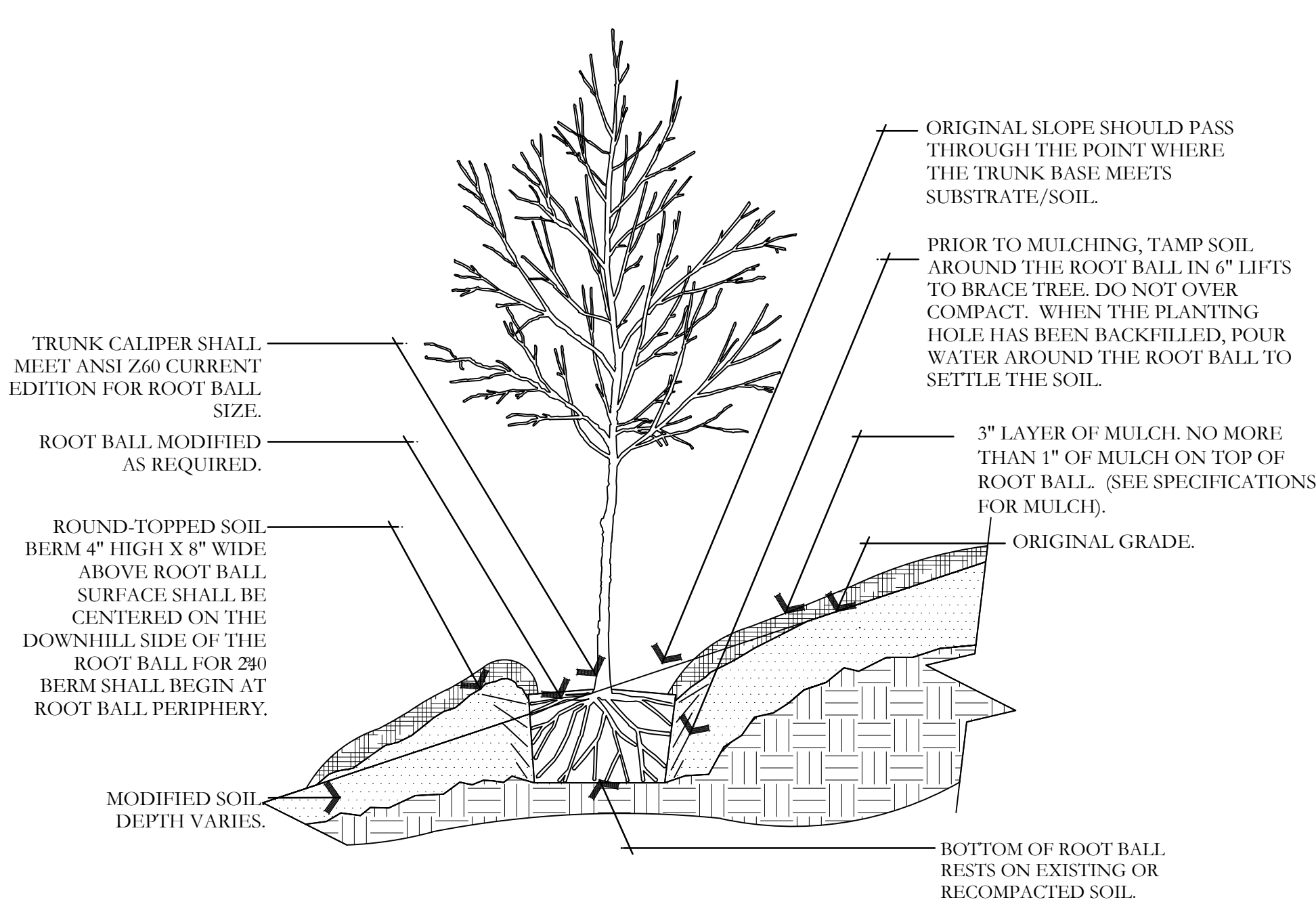
A DECIDUOUS TREE PLANTING
NOT TO SCALE



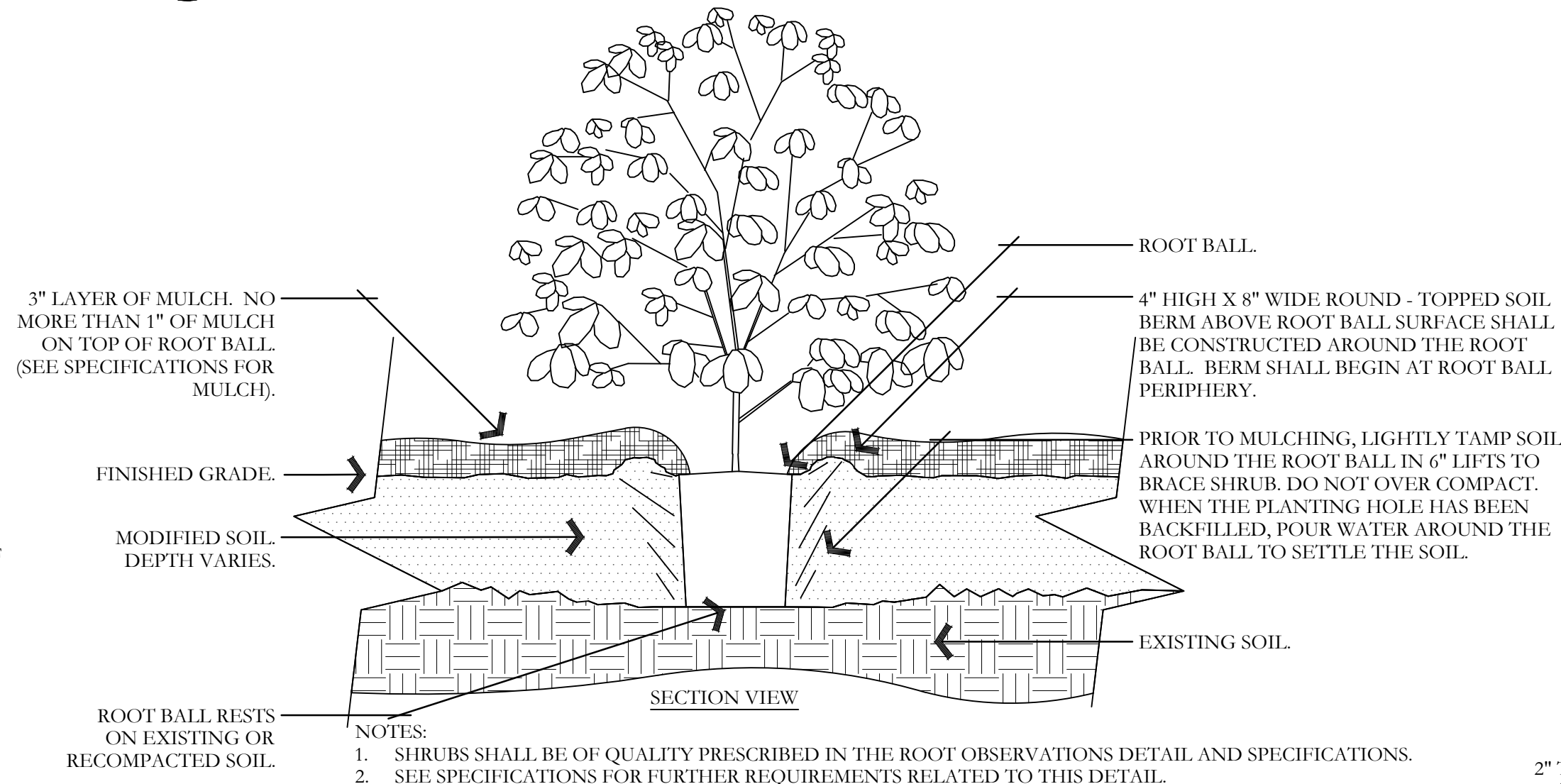
D EVERGREEN TREE PLANTING
NOT TO SCALE



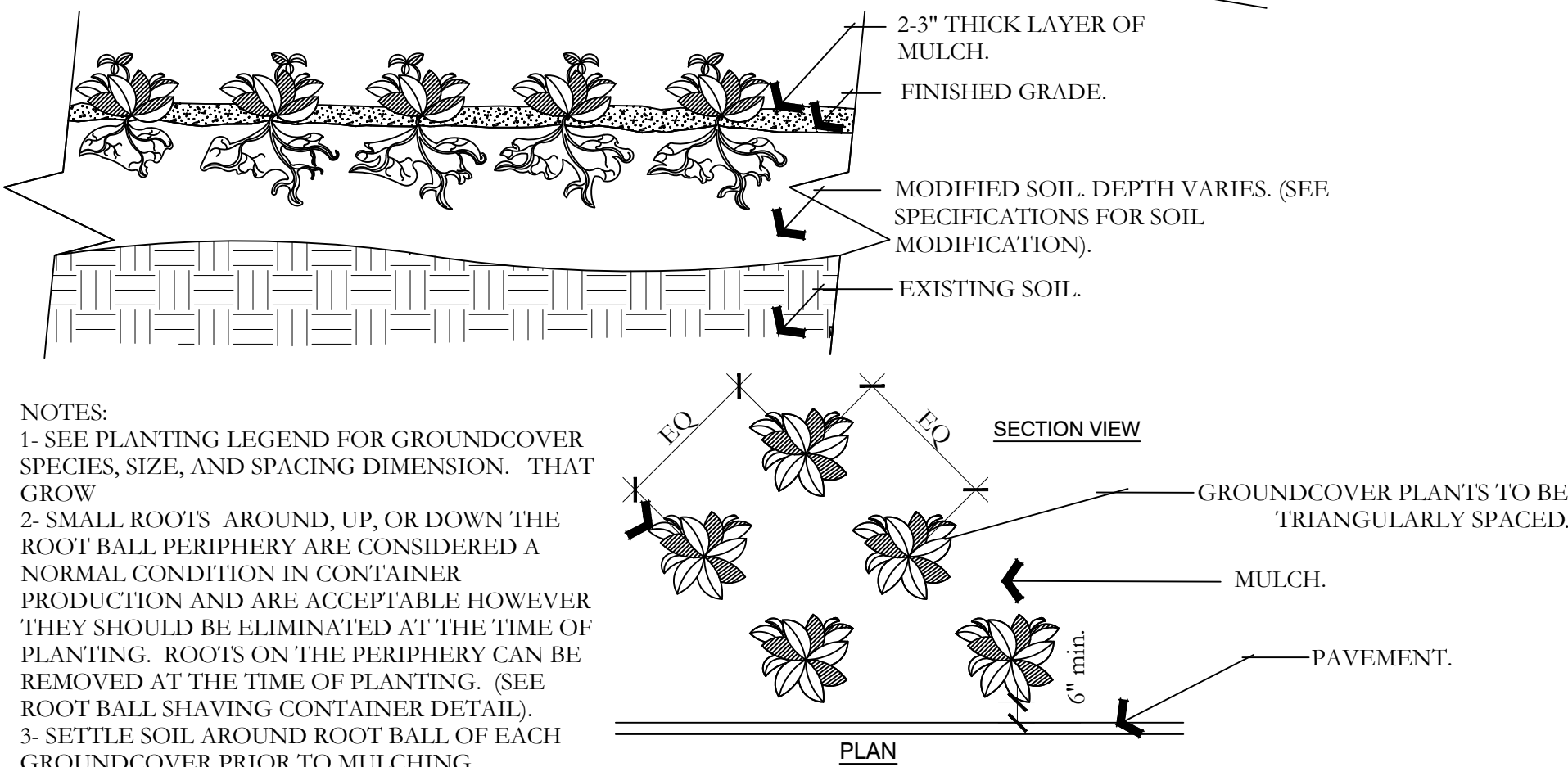
G METAL EDGING DETAIL
NOT TO SCALE



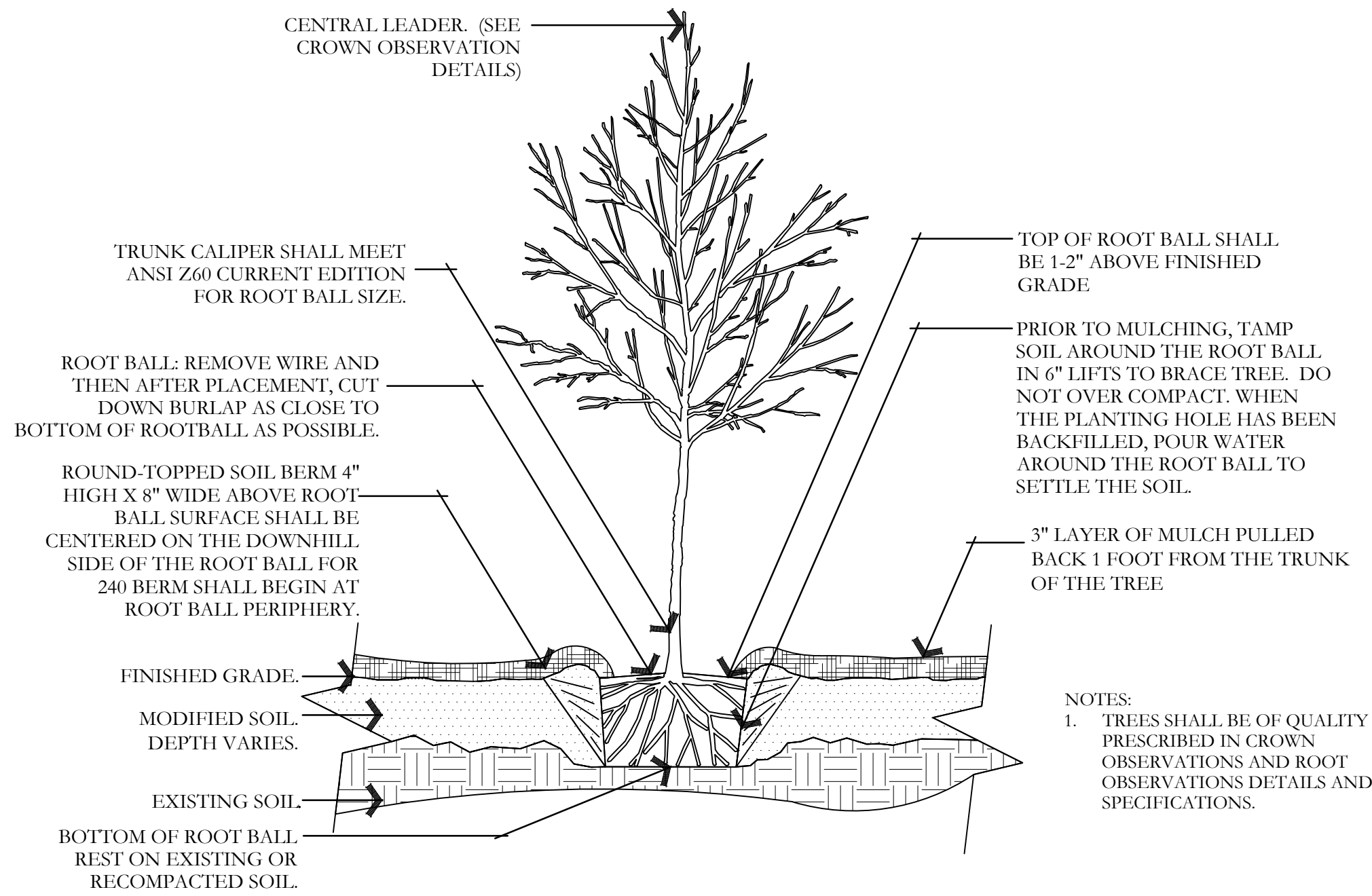
B TREE ON SLOPE 5% (20:1) TO 50% (2:1)
NOT TO SCALE



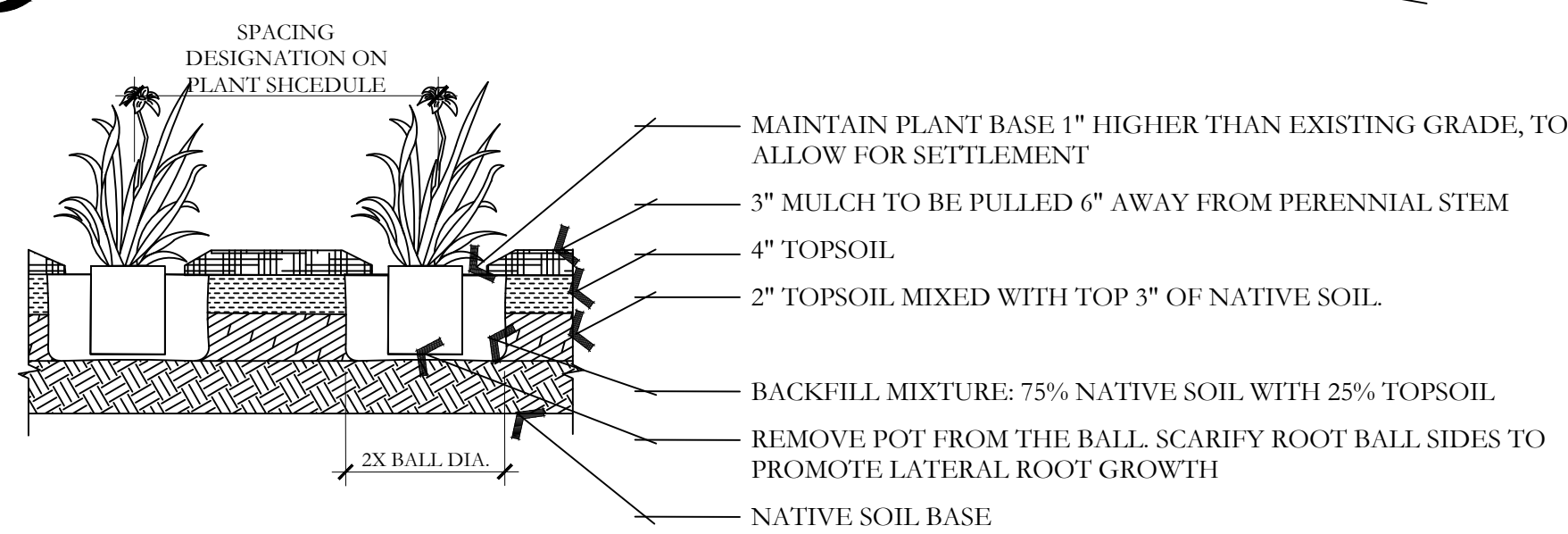
E SHRUB - MODIFIED SOIL
NOT TO SCALE



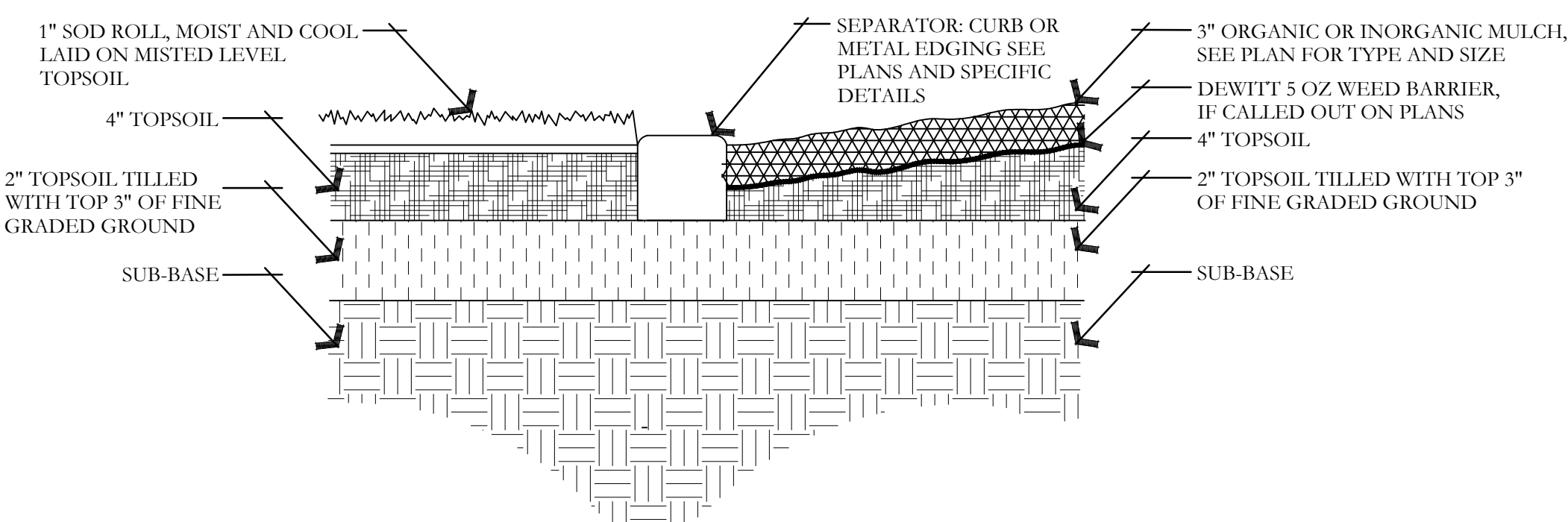
H PERENNIAL/GROUNDCOVER PLANTING
NOT TO SCALE



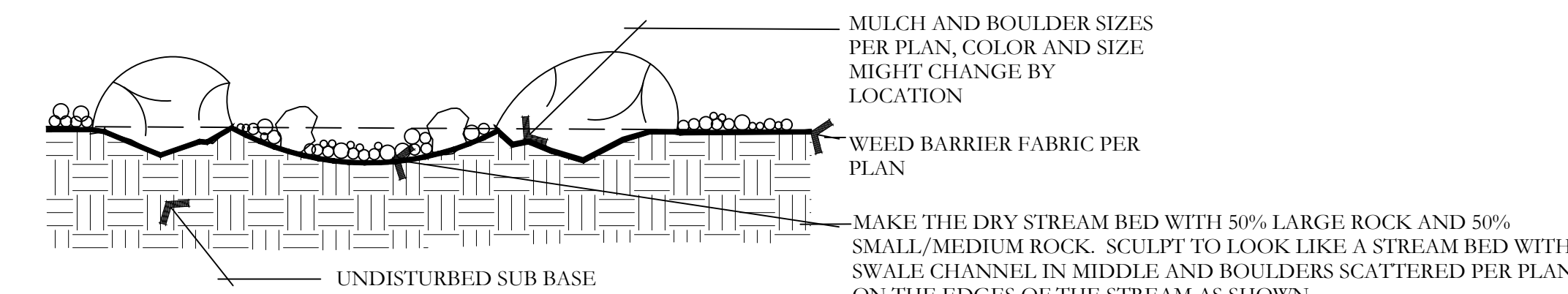
C TREE W/ BERM (EXISTING SOIL MODIFIED)
NOT TO SCALE



F PERENNIAL PLANTING
NOT TO SCALE



I SOD LAYING/MULCH DETAIL
NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL
NOT TO SCALE

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TRINITY CENTERVILLE, UTAH

IRRIGATION PLAN SPECIFICATIONS

IRRIGATION SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

Work to be done includes all labor, materials, equipment and services required to complete the Project irrigation system as indicated on the Construction Drawings, and as specified herein. Includes but is not limited to: Furnishing and installing underground and above ground sprinkler system complete with any accessories necessary for proper function and operation of the system. All plant material on the Project shall be irrigated. Remove and dispose of any existing sprinkler system components which are disturbed during the construction process and are not to be saved. Restoration of any altered or damaged existing landscape to original state and condition.

1.2 SYSTEM DESCRIPTION

A.Design of irrigation components: Locations of irrigation components on Construction Drawings may be approximate. Piping, sleeving and/or other components shown on Construction drawings may be shown schematically for graphic clarity and demonstration of component groupings and separations. All irrigation components shall be placed in landscaped areas, with the exception of pipe and wire in sleeving under landscapes. Actual routing of pipe, wire or other components may be altered due to site conditions not accounted for in the design process.

B.Construction requirements: Actual placement may vary as required to achieve a minimum of 100% coverage without overspray onto landscape, buildings or other features.

C.Layout of Irrigation Components: During layout and staking, consult with Owner Approved Representative (hereafter referred to as OAR) to verify proper placement of irrigation components, and to provide Contractor recommendations for changes where revisions may be advisable. Small or minor adjustments to system layout are permissible to avoid existing field obstructions such as utility boxes or street light poles. Contractor shall place remote control valves in groups as practical to economize on quantity of manifold isolation valves. Quick coupler valves shall be placed with manifold groups and protected by manifold isolation valves. Quick coupler valves are shown on Construction Documents in approximate locations.

1.3 DEFINITIONS

A.Water Supply: Secondary water piping and components, furnished and installed by others to provide irrigation water to this Project, including, but not limited to, filter, saddles, nipples, spools, shut off valves, corporation stop valves, water meters, pressure regulation valves, and piping upstream of (or prior to) the Point of Connection.

B.Point of Connection: Location where the Contractor shall tie into the water supply. May require filter, saddle, nipples, spools, isolation valves or Stop and Waste valve for landscape irrigation needs and use.

C.Main Line Piping: Pressurized piping downstream of the Point of Connection to provide water to remote control valves and quick couplers. Normally under constant pressure.

D. Lateral Line Piping: Circuit piping downstream of remote control valves to provide water to sprinkler heads, drip systems or bubblers.

1.4 REFERENCES

A.The following standards will apply to the work of this Section:

- ASTM-American Society for Testing and Materials
- IA - The Irrigation Association: Main BMP Document, Landscape Irrigation Scheduling and Water Management Document.

1.5 SUBMITTALS

A.At least thirty (30) days prior to ordering of any materials, the Contractor shall provide manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system. Submittals shall be in three ring binders or other similar bound form. Provide five copies of submittals to OAR for distribution. Place cover or index sheet indicating order in submittal document. No material shall be ordered, delivered or any work preceded in the field until the required submittals have been reviewed in its entirety and stamped approved. Delivered material shall match the approved samples.

B.Operation and Maintenance Manual:

- At least thirty (30) days prior to final inspection, the Contractor shall provide Operation and Maintenance manual to OAR, containing:
 - Manufacturer catalog cut sheet and current printed specifications for each element or component of the irrigation system.
 - Parts list for each operating element of the system
 - Manufacturer printed literature on operation and maintenance of operating elements of the system.
 - Section listing instructions for overall system operation and maintenance. Include directions for Spring Start-up and Winterization.
- Project Record Copy
 - Maintain at project site one copy of all project documents clearly marked "Project Record Copy". Mark any deviation in material installation on Construction drawings. Maintain and update drawing at least weekly. Project Record Copy to be available to OAR on demand.
 - Completed Project As-Built Drawings

- Prior to final inspection, prepare and submit to OAR accurate as-built drawings
- Show detail and dimension changes made during installation. Show significant details and dimensions that were not shown in original Contract Documents.
- Field dimension locations of sleeving, points of connection, main line piping, wiring runs not contained in main line pipe trenches, valves and valve boxes, quick coupler valves.
- Dimensions are to be taken from permanent constructioned surfaces, features, or finished edges located at or above finished grade.
- Controller May: upon completion of system, place in each controller a color coded copy of the area that controller services: indicating zone number, type of plant material and location on project that zone services. Laminated map with heat shrink clear plastic.

1.6 QUALITY ASSURANCE

A.Acceptance: Do not install work in this section prior to acceptance by OAR.

B.Regulatory Requirements: All work and materials shall be according to any and all rules, regulations or codes, whether they are State or Local laws and ordinances. Contract documents, drawings or specifications may not be construed or interpreted to permit work or materials not conforming to the above codes.

C.Adequate Water Supply: Water supply to this Project exists, installed by others. Connections to these supply lines shall be by this Contractor. Verify that proper connection is available to supply line and is of adequate size. Verify that secondary connection components may be installed if necessary. Perform static pressure test prior to commencement of work. Notify OAR in writing of problems encountered prior to proceeding.

D. Workmanship and Materials:

- It is the intent of this specification that all material herein specified and shown on the construction documents shall be of the highest quality available and meeting the requirements specified.
- All work shall be performed in accordance with the best standards of practice relating to the trade.

E.Contract Qualifications:

- Contractor shall provide document or resume including at least the following items:
 - That Contractor has been installing sprinklers on commercial projects for five previous consecutive years.
 - Contractor is licensed to perform Landscape and Irrigation construction in the State of this Project.
 - Contractor is bondable for the work to be performed.
- References of five projects of similar size and scope completed within the last five years. Three of the projects listed shall be local.
- Listing of suppliers where materials will be obtained for use on this Project.
- Project site Foreman or Supervisor has at least five consecutive years of commercial irrigation installation experience.

This person shall be a current Certified Irrigation Contractor in good standing as set forth by the Irrigation Association. This person shall be on Project site at least 75% of each working day.

vii. Evidence that Contractor currently employs workers in sufficient quantities to complete Project within time limits that are established by the Contract.

viii. All General laborers or workers on the Project shall be previously trained and familiar with sprinkler installation and have a minimum of one-year experience. Those workers performing tasks related to PVC pipe shall have certificates designated below.

1.7 DELIVERY-STORAGE-HANDLING

A.During delivery, installation and storage of materials for Project, all materials shall be protected from contamination, damage, vandalism, and prolonged exposure to sunlight. All material stored at Project site shall be neatly organized in a compact arrangement and storage shall not disrupt Project Owner or other trades on Project site. All material to be installed shall be handled by Contractor with care to avoid breakage or damage. Damaged materials attributed to Contractor shall be replaced with new at Contractor's expense.

1.8 SEQUENCING

A.Perform site survey, research utility records, contact utility location services. The Contractor shall familiarize himself with all hazards and utilities prior to work commencement. Install sleeving prior to installation of concrete, paving or other permanent site elements. Irrigation system Point of Connection components, backflow prevention and pressure regulation devices shall be installed and operational prior to all downstream components. All main lines shall be thoroughly flushed of all debris prior to installation of any sprinkler heads.

1.9 WARRANTY

A.Contractors shall provide one year Warranty. Warranty shall cover all materials, workmanship and labor. Warranty shall include filling and/or repairing depressions or replacing turf or other plantings due to settlement of irrigation trenches or irrigation system elements. Valve boxes, sprinklers or other components settled from original finish grade shall be restored to proper grade. Irrigation system shall have been adjusted to provide proper, adequate coverage of irrigated areas.

1.10 OWNER'S INSTRUCTION

A.After system is installed, inspected, and approved, instruct Owner's Representatives in complete operation and maintenance procedures. Coordinate instruction with references to previously submitted Operation and Maintenance Manual.

1.11 MAINTENANCE:

- Furnish the following items to Owner's Representative:
 - Two quick coupler keys with hose swives.
 - One of each type or size of quick coupler valve and remote control valve. Five percent of total quantities used of each sprinkler and sprinkler nozzle.
- Provide the following services:
 - Winterize entire irrigation system installed under this contract. Winterize by "blow-out" method using compressed air. Compressor shall be capable of minimum of 175 CFM. This operation shall occur at the end of first growing season after need for plant irrigation but prior to freezing. Compressor shall be capable of evacuating system of all water pressure regulation devices. Compressor shall be regulated to not more than 60 PSI. Start up system the following spring after danger of freezing has passed. Contractor shall train Owner's Representative in proper start-up and winterization procedure.

PART 2 - PRODUCTS

2.1 GENERAL NOTES

A.Contractors shall provide materials to be used on this Project. Contractor shall not remove any material purchased for this Project from the Project Site, nor mix Project materials with other Contractor owned materials. Owner retains right to purchase and provide project material.

2.2 POINT OF CONNECTION

A.The Contractor shall connect onto existing irrigation or water main line as needed for Point(s) of Connection. Contractor shall install new main line as indicated.

2.3 CONNECTION ASSEMBLY

A.Secondary water shall be used on this Project. Install filter and RPZ as needed.

2.4 CONTROL SYSTEM

- Power supply to the irrigation controller shall be provided for by this Contractor.
- Controller shall be as specified in the drawings. Controller shall be surge protected.
 - Installation of wall-mount/ground pedestal timer controllers: Irrigation contractor shall be responsible for this task. Power configuration for wall-mount/ground pedestal timer controllers shall be 120 VAC unless otherwise noted.
 - Locate Controller(s) in general location shown on Construction drawings. Coordinate power supply and breaker allocation with electrical contractor. Contractor shall be responsible for all power connections to Controllers, whether they are wall mount or pedestal mount. Contractor shall coordinate with electrical or other Project trades as needed to facilitate installation of power to controllers.
- Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire construction shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.
 - A minimum of 24" of additional wire shall be left at each valve, each splice box and at each controller.
 - Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare/extra wire (3 ft.) shall be looped within each valve box of the grouping it is to service.
- RCV wire splicing connectors shall be 3M brand DBY or DBR. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no control valves shall be stamped "WIRE SPLICE" or "WS" on box lid.

C.Wires connecting the remote control valves to the irrigation controller are single conductors, type PE. Wire construction shall incorporate a solid copper conductor and polyethylene (PE) insulation with a minimum thickness of 0.045 inches. The wires shall be UL listed for direct burial in irrigation systems and be rated at a minimum of 30 VAC. Paige Electric Co., LP specification number P7079D.

- A minimum of 24" of additional wire shall be left at each valve, each splice box and at each controller.
- Common wire shall be white in color, 12 gauge. Control wire shall be red in color, 14 gauge. Spare/extra wire (3 ft.) shall be looped within each valve box of the grouping it is to service.

D. RCV wire splicing connectors shall be 3M brand DBY or DBR. Wire splicing between controller and valves shall be avoided if at all possible. Any wire splices shall be contained within a valve box. Splices within a valve box that contains no control valves shall be stamped "WIRE SPLICE" or "WS" on box lid.

2.5 SLEEVING

A.Contractors shall be responsible to protect existing underground utilities and components. Sleeving minimum size shall be 2". Sleeving 2" through 4" in size shall be S/40 PVC solvent weld. Sleeving 6" and larger shall be CI 200 PVC gasketed. Sleeve diameter shall be at least two times the diameter of the pipe within the sleeve. Sleeves shall be extended 6" minimum beyond wall or edge of pavement. Wire or cable shall not be installed in the same sleeve as piping, but shall be installed in separate sleeves. Sleeve ends on sleeve sizes 4" and larger shall be capped with integral corresponding sized PVC slip cap, pressure fit, until used, to prevent contamination. Sleeves shall be installed at appropriate depths for main line pipe or lateral pipe.

2.6 MAIN LINE PIPE

- All main line pipe 4" and larger shall be Class 200 gasketed bell end. All main line pipe 3" in size and smaller shall be Schedule 40 PVC solvent weld bell end.
 - Maximum flows allowed through main line pipe shall be:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM
 - Main line pipe shall be buried with 24" cover

2.7 MAIN LINE FITTINGS

A.All main line fittings 3" and larger shall be gasketed ductile iron material. All ductile iron fittings having change of

direction shall have proper concrete thrust block installed. All main line fittings smaller than 3" in size shall be Schedule 80 PVC.

2.8 ISOLATION VALVES

A.Isolation valves 3" and larger shall be Waterous brand model 2500 cast iron gate valve, resilient wedge, push on type, with 2" square operating nut. Place sleeve of 6" or larger pipe over top of valve vertically and then extend to grade. Place 10" round valve box over sleeve at grade.

B.Isolation valves 2-1/2" and smaller shall be Apollo brand 70 series brass ball valves, contained in a Carson Standard size valve box. Valves shall be installed with S/80 PVC TOE Nipples on both sides of the valve. Valve shall be placed so that the handle is vertical toward the top of the valve box in the "off" position.

2.9 MANIFOLDS

A.Action Manifold fittings shall be used to create unions on both sides of each control valve, allowing the valve to be removed from the box without cutting piping. Valves shall be located in boxes with ample space surrounding them to allow access for maintenance and repair. Where practical, group remote control valves in close proximity, and protect each grouping with a manifold isolation valve as shown in details. Manifold Main Line (or Sub-Main Line) and all manifold components and isolation valves shall be at least as large as the largest diameter lateral served by the respective manifold.

2.10 REMOTE CONTROL VALVES

A.Remote control valves shall be as specified on the drawings. Remote control valves shall be located separately and individually in separate control boxes.

2.11 MANUAL CONTROL VALVES

A.Quick coupler valve shall be attached to the manifold sub-main line using a Lasco G178212 swing joint assembly with snap-lock outlet and brass stabilizer elbow. Quick coupler valve shall be placed within a Carson 10" round valve box. Top of quick coupler valve cover shall allow for complete installation of valve box lid, but also allow for insertion and operation of key. Base of quick coupler valve and top of quick coupler swing joint shall be encased in 3/4" gravel. Contractor shall not place quick coupler valves further than 200 feet apart, to allow for spot watering or supplemental irrigation of new plant material. Quick coupler valve at POC shall not be eliminated or relocated.

2.12 LATERAL LINE PIPE

A.All lateral piping shall be Schedule 40 PVC, solvent weld, and bell end. Lateral pipe shall be buried with 12-18" of cover typically. Lateral pipe shall be 3/4", 1", 1 1/4", 1 1/2" or 2" in size as indicated on Construction Drawings.

2.13 LATERAL LINE FITTINGS

A.All lateral line fittings shall be S/40 PVC.

2.14 SPRAY SPRINKLERS

A.Spray head sprinklers shall be as specified on the drawings. Nozzles shall be as specified on the drawings.

2.15 VALVE BOXES

A. Rainbird valve boxes shall be used on this project. Sizes are as directed in these Specifications, detail sheets or plan sheets. Valve boxes shall be centered over the control valve or element they cover. Valve box shall be sized large enough to allow ample room for services access, removal or replacement of valve or element. Valve box shall be set to flush to finish grade of topsoil or harked areas. Contractor shall provide extensions or stack additional valve boxes as necessary to bring valve box pit to proper grade.

2.16 IMPORT BACKFILL

A.All main line pipe, lateral line pipe and other irrigation elements shall be bedded and backfilled with clean soil, free of rocks 1" and larger. Contractor shall furnish and install additional backfill material as necessary due to rocky conditions. Trenches and other elements shall be compacted and/or water sealed to eliminate settling. Debris from trenching operations unusable for fill shall be removed from project and disposed of properly by Contractor.

2.17 OTHER PRODUCTS

A.Substitution of equivalent products is subject to the OAR's approval and must be designated as accepted in writing.

- The Contractor shall provide materials to make the system complete and operational.

PART 3 - EXECUTION

3.1 PREPARATION

A.Contractors shall repair or replace work damaged by irrigation system installation. If damaged work is new, repair or replacement shall be performed by the original installer of that work. The existing landscape of this Project shall remain in place. Contractor shall protect and work around existing plant material. Coordination of trench and valve locations shall be laid out for the OAR prior to any excavation occurring. Plant material deemed damaged by the OAR shall be replaced with new plant material at Contractor's expense. Contractor shall not cut existing tree roots larger than 2" to install this Project. Route pipe, wire and irrigation elements around tree canopy drip line to minimize damage to tree roots. Contractor shall have no part of existing system used by other portions of site landscape without water for more than 24 hours at a time.

3.2 TRENCHING AND BACKFILLING

A.Pulling of pipe shall not be permitted on this project. Over excavate trenches both in width and depth. Ensure base of trench is rock or debris free to protect pipe and wire. Grade trench base to ensure flat, even support of piping. Backfill with clean soil or import material. Contractor shall backfill no less than 2" around entire pipe with clean, rock free fill. Main line piping and fittings shall not be backfilled until OAR has inspected and pipe has passed pressure testing. Perform balance of backfill operation to eliminate any settling.

3.3 SLEEVING

A.Sleeve all piping and wiring that pass under paving or landscape features. Wiring shall be placed in separate sleeving from piping. Sleeves shall be positioned relative to structures or obstructions to allow for pipe or wire within to be removed if necessary.

3.4 GRADES AND DRAINAGE

A.Place irrigation pipe and other elements at uniform grades. Winterization shall be by evacuation with compressed air. Automatic drains shall not be installed on this Project. Manual drains shall only be installed at POC where designated on Construction Drawings.

3.5 PVC PIPE

A.Install pipe to allow for expansion and contraction as recommended by pipe manufacturer.

B.Install main line pipes with 18" of cover, lateral line pipes with 12" of cover.

C.Drawings show diagrammatic or conceptual location of piping. Contractor shall install piping to minimize change of direction, avoid placement under large trees or large shrubs, avoid placement under landscape features.

D. Plastic pipe shall be cut squarely. Burrs shall be removed. Spigot ends of pipes 3" and larger shall be beveled.

E.Pipe shall not be glued unless ambient temperature is at least 50 degrees F. Pipe shall not be glued in rainy conditions unless properly tented. All solvent weld joints shall be assembled using IPS 711 glue and P70 primer according to manufacturer's specification, no exceptions. All workers performing glue operations shall provide evidence of certification. Glued main line pipe shall cure a minimum of 24 hours prior to being energized. Lateral lines shall cure a minimum of 2 hours prior to being energized and shall not remain under constant pressure unless cured for 24 hours.

F.Appropriate thrust blocking shall be performed on fittings 3" and larger. All threaded joints shall be wrapped with Teflon tape or paste unless directed by product manufacturer or sealing by o-ring.

3.6 CONTROLLERS

A.All grounding for pedestal controllers shall be as directed by controller manufacturer and ASIC guidelines, not to exceed a resistance reading of 5 OHMs.

B. Locate controllers in protected, inconspicuous places, when possible. Coordinate location of pedestal controllers with Landscape Architect to minimize visibility.

C.Coordinate location of wall mount controllers with building or electrical Contractor to facilitate electrical service and future maintenance needs. Wall mount shall be securely fastened to surface. If exterior mounted, wall mount controllers shall have electrical service wire and field control wire in separate, appropriate sized weatherproof electrical conduit, PVC pipe shall not be used.

D. Wiring under landscape surfaces shall be placed continuously in conduit. Contractor shall be responsible to coordinate sleeving needs for conduit or sweeps elbows from exterior to interior of building.

E.Pedestal controllers shall be placed upon VTI-Strong Box Quick Pad as per manufacturer's recommendations. Controllers shall be oriented such that Owner's Representative maintenance personnel may access easily and perform field system tests efficiently.

F.Place Standard valve box at base of controller or nearby to allow for three to five feet of slack field control wire to be placed at each controller. This Contractor shall provide conduit access if needed for Electrical Contractor. Electrical supply and installation, as well as hook-up to controller shall be by this Contractor.

3.7 VALVES

A.Isolation valves, remote control valves, and quick coupler valves shall be installed according to manufacturer recommendation and Contract Specifications and Details.

B.Valve boxes shall be set over valves so that all parts of the valve can be reached for service.

C.Valve box and lid shall be set to be flush with finished grade. Only one remote control valve may be installed in a valve box. Place a minimum of 4" of 3/4" washed gravel beneath valve box for drainage. Bottom of remote control valve shall be a minimum of 2" above gravel.

3.8 SPRINKLER HEADS

A.No sprinkler shall be located closer than 6" to walls, fences, or buildings.

B.Heads adjacent to walks, curbs, or paths shall be located at grade and 2" away from hardscape.

C.Control valves shall be opened. Then fully flush lateral line pipe and swing joints prior to installation of sprinklers.

D. Spray heads shall be installed and flushed again prior to installation of nozzles.

E.Contractors shall be responsible for adjustment if necessary due to grade changes during landscape construction.

3.9 FIELD QUALITY CONTROL

A.Main line pipes shall not be backfilled or accepted until the system has been tested for 2 hours at 100 psi.

B.Main line pressure test shall include all pipe and components from the point of connection to the upstream side of remote control valves. Test shall include all manifold components under constant pressure. Piping may be tested in sections that can be isolated.

C.Contractors shall provide pressurized water pump to increase or boost pressure where existing static pressure is less than 100 psi.

D. Schedule testing with OAR 48 hours in advance for approval.

E.Leaks or defects shall promptly be repaired or rectified at the Contractors expense and retested until able to pass testing.

F.Grounding resistance at pedestal controller shall also be tested and shall not exceed 5 OHMs.

3.10 ADJUSTMENT

A.Sprinkler heads shall be adjusted to proper height when installed. Changes in grade or adjustment of head height after installation shall be considered a part of the original contract and at Contractor's expense.

B.Adjust all sprinkler heads for arc, radius, proper trim and distribution to cover all landscaped areas that are to be irrigated.

C.Adjust sprinklers so they do not water buildings, structures, or other hardscape features.

D. Adjust run times of station to meet needs of plant material the station services.

3.11 CLEANING

A.Contractors shall be responsible for cleanliness of jobsite. Work areas shall be swept cleanly and picked up daily.

B.Open trenches or hazards shall be protected with yellow caution tape.

C.Contractors is responsible for removal and disposal of offsite trash and debris generated as a result of this Project.

D. OAR shall perform periodic as well as a final cleanliness inspection.

E.Contractors shall leave Project in at least a "broom clean" condition.

END OF SECTION

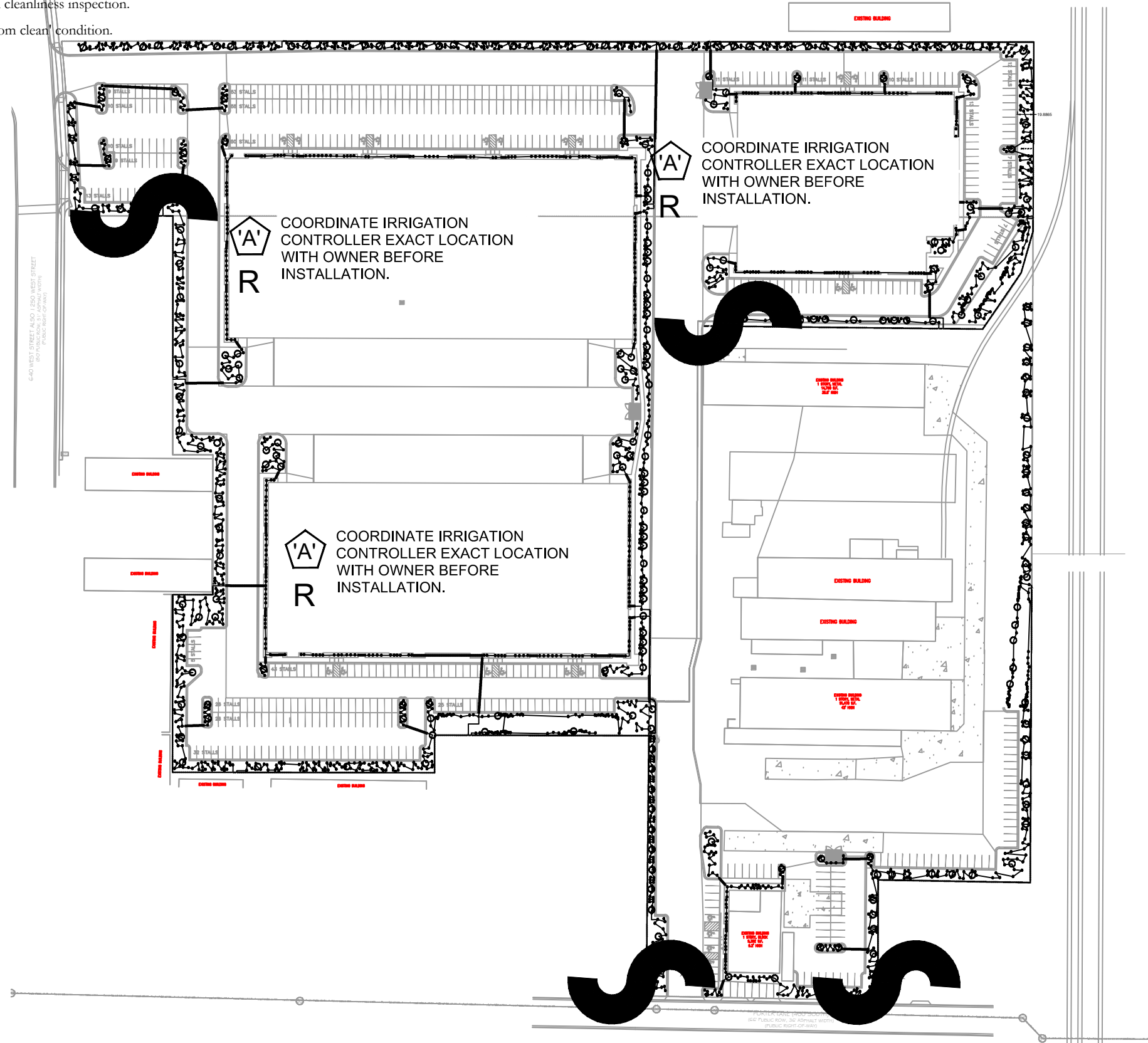
90 Day Establishment Period Irrigation Schedule (April, May, June)									
Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure	
Turf	15 min	15 min	15 min	15 min	15 min	15 min	15 min	30 psi	
Shrubs	25 min	0	25 min	0	25 min	0	25 min	40 psi	

Note: Begin irrigation 4:00 am, only 1 cycle per day.

Regular Irrigation Schedule (see Seasonal Differential Chart)									
Type	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Operating Pressure	
Turf	15 min	15 min		15 min		15 min		30 psi	
Shrubs	Shrubs	45 min		45 min		45 min		40 psi	

Note: Begin irrigation 4:00 am, only 1 cycle per day.

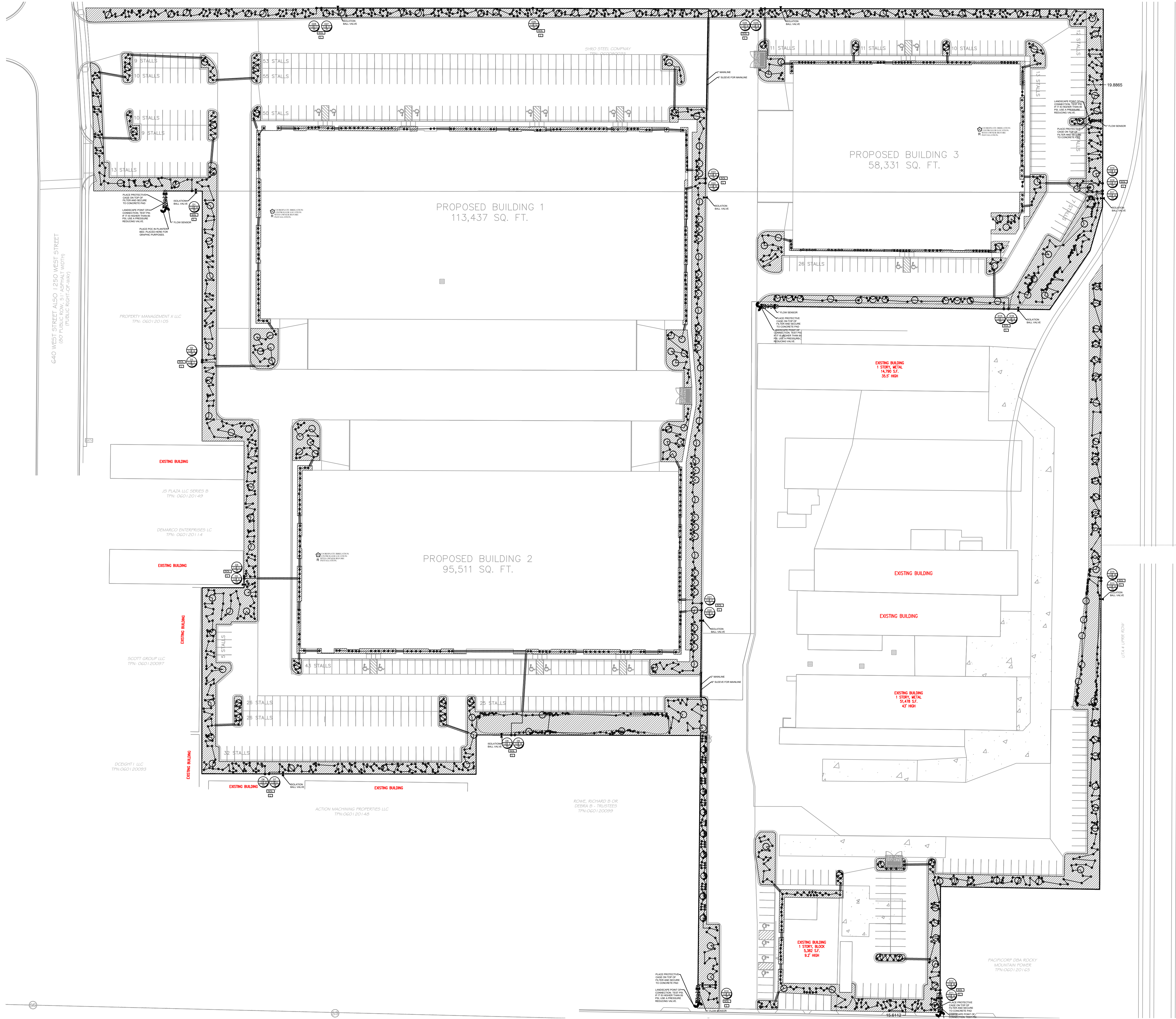
Seasonal Differential		April	May	June	July	August	Sept	October
Turf	10 min	10 min	15 min	15 min	15 min	10 min	10 min	
Shrubs	30 min	30 min	45 min	45 min	45 min	30 min	30 min	



2" MAINLINE ROUTING ,CONTROLLER AND P.O.C. LOCATION OVERVIEW

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
3/22/2023	UT22171	 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org	 TRINITY 950W. 400 S CENTERVILLE, UTAH	CIR ATT: SCOTT THORSEN 801-949-6296 SCOTT@CIRENGINEERING.COM	 PKJ DESIGN GROUP Landscape Architecture • Planning & Visualization		PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/3/2023
NO.	REVISION	DATE					
1	XXXX	XX-XX-XX					
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IR-100



IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 5-SERIES @ 30 PSI
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 8-U-SERIES @ 30 PSI
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 10-U-SERIES @ 30 PSI
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 12-U-SERIES @ 30 PSI
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 15-U-SERIES @ 30 PSI
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 15 SST @ 30 PSI
◆	RAINBIRD RD04-S-PRS POP UP SPRAY 15 EST @ 30 PSI
◆	RAINBIRD 5000 SERIES MPR NOZZLES @ 45 PSI
◆	RAINBIRD 8005 SERIES Q#8-6.6 GPM, H#14-12.6 GPM, F#26-24.3 GPM NOZZLES @ 55 PSI
S	POINT OF CONNECTION (SECONDARY WATER) SEE PLAN FOR SIZE
A	CONTROLLER: RAINBIRD LX-IVMPO WITH COMMUNICATION CARTRIDGE (4G/ETHERNET), CONTRACTOR TO ADJUST LOCATION WITH OWNER PRIOR TO CONSTRUCTION.
R	RAINBIRD WR2-RC WIRELESS RAIN SHUT OFF DEVICE
X	ISOLATION BALL VALVE - LINE SIZED INSTALL PER MANUFACTURER'S SPEC.
M	2" T SUPER AMIAD PLASTIC FILTER W/ BRUSHAWAY ASSEMBLY - INSTALL PER MANUFACTURE'S RECOMMENDATIONS (130 MICRON)
F	MASTER VALVE
Q	FLOW SENSOR-SIZE FLOW SENSOR ACCORDING TO MINIMUM GPM ZONE ON SYSTEM TO MAKE SURE THAT THE FLOW SENSOR IS CAPTURING FLOW. (USE SIZING CHARTS)
Q	QUICK COUPLER- RAINBIRD 44LRC INSTALL PER MANUFACTURER'S SPEC.
SOL	SMART VALVE IVMSOL INSTALL PER MANUFACTURER'S SPEC.
L	LIGHTNING ARRESTER INSTALL PER MANUFACTURER'S SPEC. (EVERY 500 FT., OR 15 IVM DEVICES MAXIMUM)
+	REMOTE CONTROL VALVE: RAINBIRD IVMSOL AUTOMATIC CONTROL VALVE (SIZE AS NOTED ON PLAN- USE JUMBO BOX-PURPLE LID) PLACE YELLOW TAGS ON ALL VALVES AND LABEL.
+	DRIP CONTROL ZONE: KIT: RAINBIRD XCZ100IVM- FLOW INDICATING BASKET FILTER-(PER PLAN)-PRBR-COM MED FLOW (SIZE AS NOTED ON PLAN)
-----	MAINLINE: SCHEDULE 40 PVC WITH SCHEDULE 80 FITTINGS, 2" DIAMETER 24" MIN. COVER
-----	LATERAL LINE: SCHEDULE 40 PVC WITH SCH. 40 FITTINGS. PIPE SIZING: I=2", II=1", III=1 1/2". SEE PIPE SIZING CHART BELOW FOR LARGER SIZES.
-----	DRIP RWS-S-B-1401 (ROOT WATERING SYSTEM PROVIDE 2 TO EACH TREE)
-----	DRIP LINE: RAINBIRD XFS-CV-09-18 OR EQUIVALENT
-----	CLASS 200 SLEEVE PER PLAN
NO SYMBOL	WIRE CHASE, SIZE TO BE TWICE THE DIAMETER OF THE WIRE BUNDLE WITHIN. 1-1/4" DIAMETER MINIMUM 14 GAUGE SOLID COPPER SINGLE STRAND CONTROL WIRE. INSTALL PER MANUFACTURER'S SPEC. PROVIDE 2 WIRE LOOP SYSTEM. ONLY WIRE FROM POC TO CONTROLLER IS DEPICTED ON PLANS. CONTRACTOR TO INSTALL WIRE IN CONDUIT FROM POC TO ALL VALVES. THE WIRE TO VALVES IS NOT SHOWN ON PLAN

DRIP ZONE

TYPE	PART NUMBER	EMITTER FLOW
XFS DRIP LINE	XFS-CV-09-18	9 GPH
SHRUBS-DRIP LINE: RAINBIRD XFS-CV-09-18 OR EQUIVALENT		*EACH ZONE NOT TO EXCEED 20 GPM
TREES-DRIP LINE: RAINBIRD XFS-CV-09-18 OR EQUIVALENT		*EACH ZONE NOT TO EXCEED 20 GPM
*ONLY WATER PLANT SPECIFICALLY. DO NOT WATER ROCK AREA WITH NO PLANTS		
SEE DETAILS FOR SHRUB AND TREE DRIPLINE CONFIGURATION		

IRRIGATION NOTES

- BEFORE WORK IS TO COMMENCE, BLUE STAKES/DIG LINE IS TO BE CALLED AND NOTIFIED. IF ANY DAMAGE TO UTILITIES HAPPEN DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR IT AT THEIR EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
- CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
- INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A SECONDARY SYSTEM. IF IT IS NOT CONNECTED TO SECONDARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A CULINARY SYSTEM AND REQUIRED COMPONENTS. A FUNCTIONING AMIAD FILTER IS TO BE USED AT THE POINT OF CONNECTION.
- VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO SECONDARY WATER AND SHOULD BE NOTED AS SUCH. THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO SECONDARY WATER USE. PURPLE VALVE BOXES FOR SECONDARY WATER SYSTEMS.
- ON OCCASION AND FOR GRAPHIC PURPOSES ONLY, THE IRRIGATION SYSTEM MIGHT BE SHOWN IN HARDSCAPE AREAS. THIS IRRIGATION IS TO BE PLACED IN LANDSCAPED AREAS ON THE PROPERTY SITE.
- CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS. THIS INCLUDES PIPE TO BE SCHEDULE 40 PVC OR BETTER. NO POLY PIPE IS TO BE USED. FITTINGS UP TO 1-1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1-1/2" SHALL BE SCHEDULE 80 OR BETTER. CONTRACTOR IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION.
- MAIN LINES SHALL BE A MINIMUM OF 24" DEEP AND LATERAL LINES A MINIMUM OF 12" DEEP. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
- NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
- TO AVOID PIPE DAMAGE, ADJUST LOCATION OF PIPE TO NOT BE DIRECTLY UNDER PLANT MATERIALS. VALVE BOXES ARE PREFERRED TO BE IN PLANTER BEDS INSTEAD OF THE LAWN. SYSTEM IS TO BE WINTERIZED IN THE LATE FALL.
- PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
- DRIP IRRIGATION TO BE INSTALLED PER DETAILS. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS. TUBING SHOULD REST TOWARD OUTER EDGE OF ROOTBALL AND NOT AGAINST TRUNK OR PLANT.
- A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
- INSTALL SLEEVES FOR ALL PIPES AND WIRE CONDUIT THAT ARE PLACED UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE BEING PLACED INTERNALLY. WIRE CONDUIT SHALL BE INSTALLED IN CLASS 200 PIPE. AT ANY DIRECTIONAL CHANGE THAT OCCURS, A JUNCTION BOX IS TO BE PLACED.
- CONDUITS CAN NOT BE SHARED BY WATER AND ELECTRICAL LINES. ALL WIRE TO BE PUT IN PVC CONDUIT. ALL WIRE CONNECTIONS TO BE PLACED IN A VALVE BOX. ALL WIRE AND WIRE CONNECTORS WITH AT LEAST 7' OF EXTRA WIRE. PROVIDE PLENTY OF EXTRA WIRE AT EVERY DIRECTIONAL CHANGE. INSULATED 14 GAUGE COPPER TO BE USED FOR ALL CONTROL WIRES AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
- CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
- DUCT TAPE ALL SLEEVES TO PREVENT SOIL OR OTHER DEBRIS ENTERING PIPE. IDENTIFY ALL SLEEVES BY WOOD OR PVC STAKES AND SPRAY PAINT WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
- TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES.
- LOCATE SPRAY HEADS NO CLOSER THAN 6" FROM WALLS, FENCES OR BUILDINGS AND 2" AWAY FROM WALKS, PATHS OR CURBS.
- PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
- CONTRACTOR TO CONSULT WITH OWNER ON EXACT LOCATION OF CONTROLLER. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR AND OWNER FOR THE FOLLOWING: INSTALL ALL PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH THE CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
- LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

VALVE ID TAG	
CONTROLLER NUMBER, VALVE NUMBER	A1
GALLONS PER MINUTE	1.0 18
NOTE:	55
VALVE SIZE	
PSI AT LAST HEAD IN ZONE	

ISSUE DATE
3/22/2023

PROJECT NUMBER
UT22171

PLAN INFORMATION

PROJECT INFORMATION

DEVELOPER / PROPERTY OWNER / CLIENT
CIR
ATT: SCOTT THORSEN
801-949-6296
SCOTT@CIRENGINEERING.COM

LANDSCAPE ARCHITECT / PLANNER
PKJ DESIGN GROUP

LICENSE STAMP
JTA
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JMA
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DRAWING INFO
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DRAWN: ACP
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PLOT DATE: 4/3/2023

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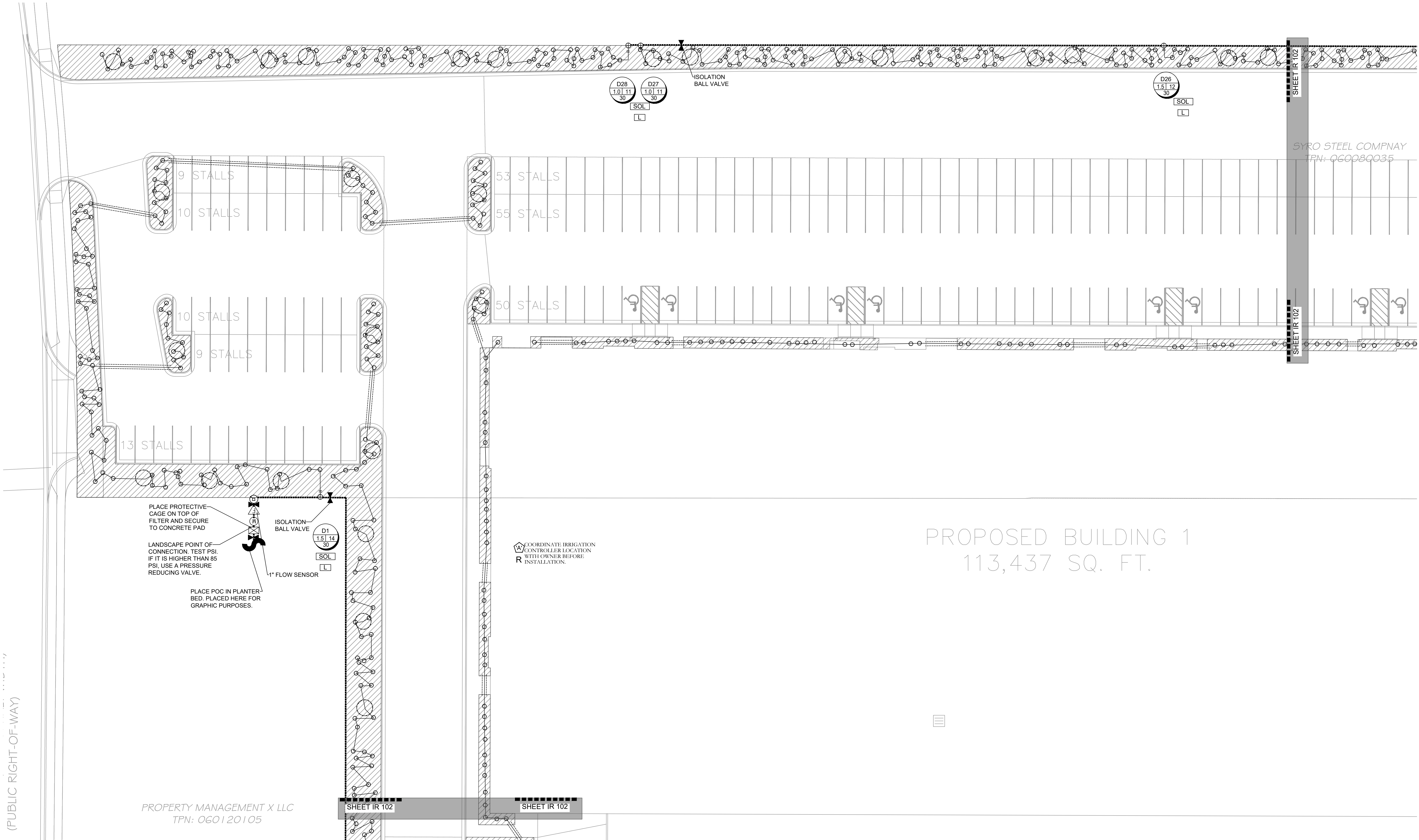
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GRAPHIC SCALE: 1" = 60'

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CENTERVILLE, UTAH

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0'

10'

20'

40'

80'

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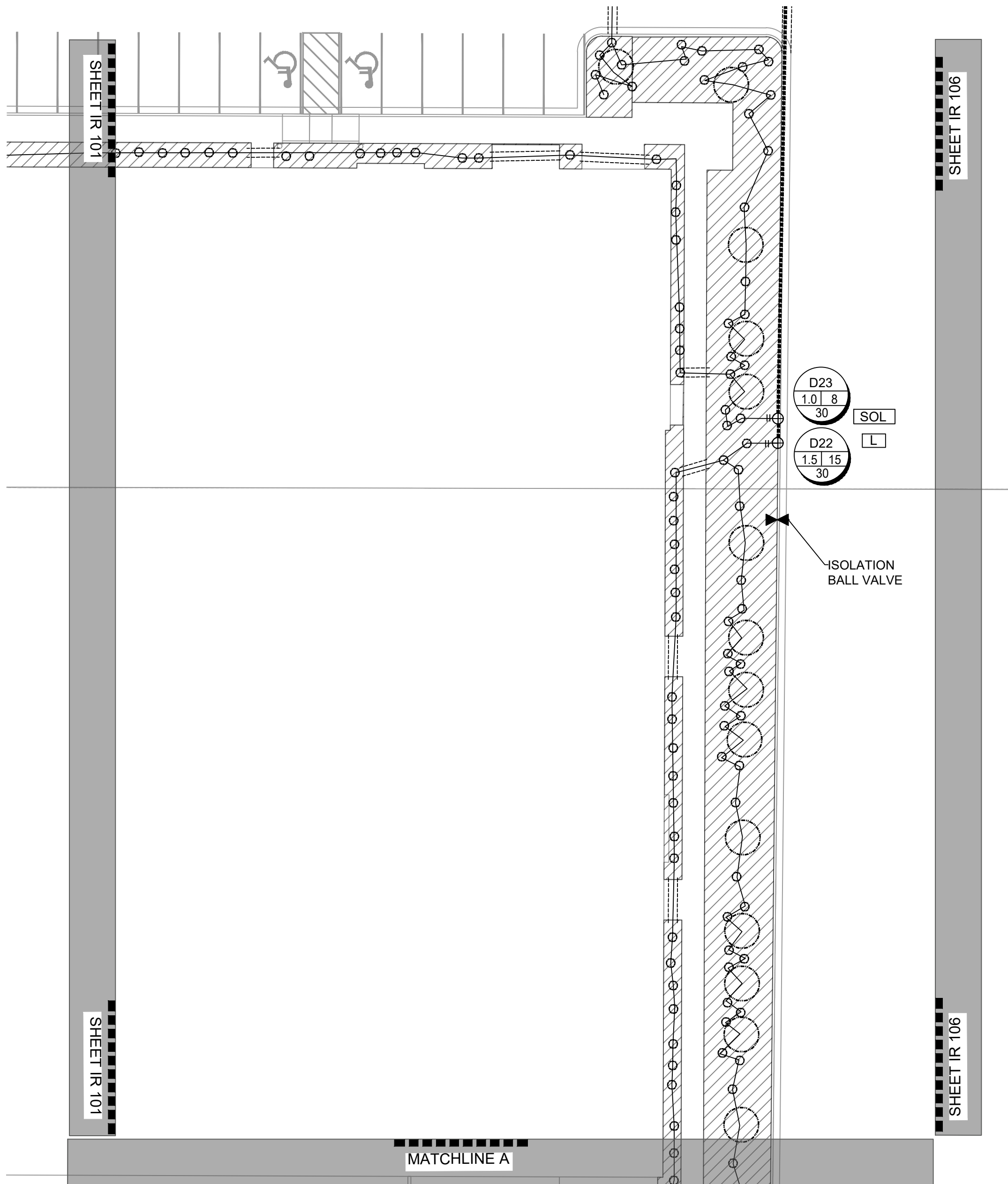
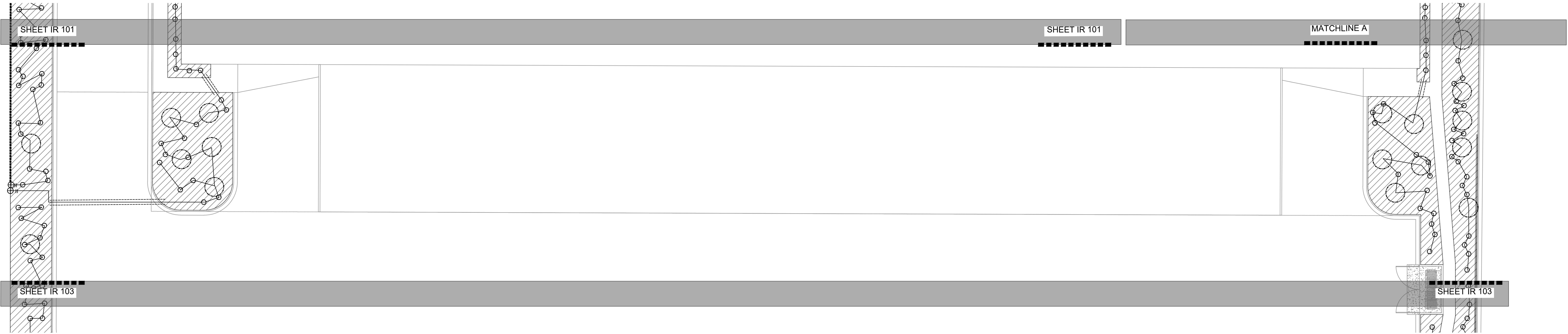
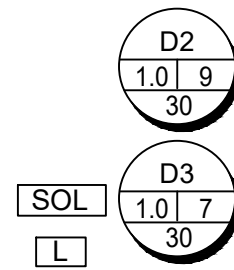
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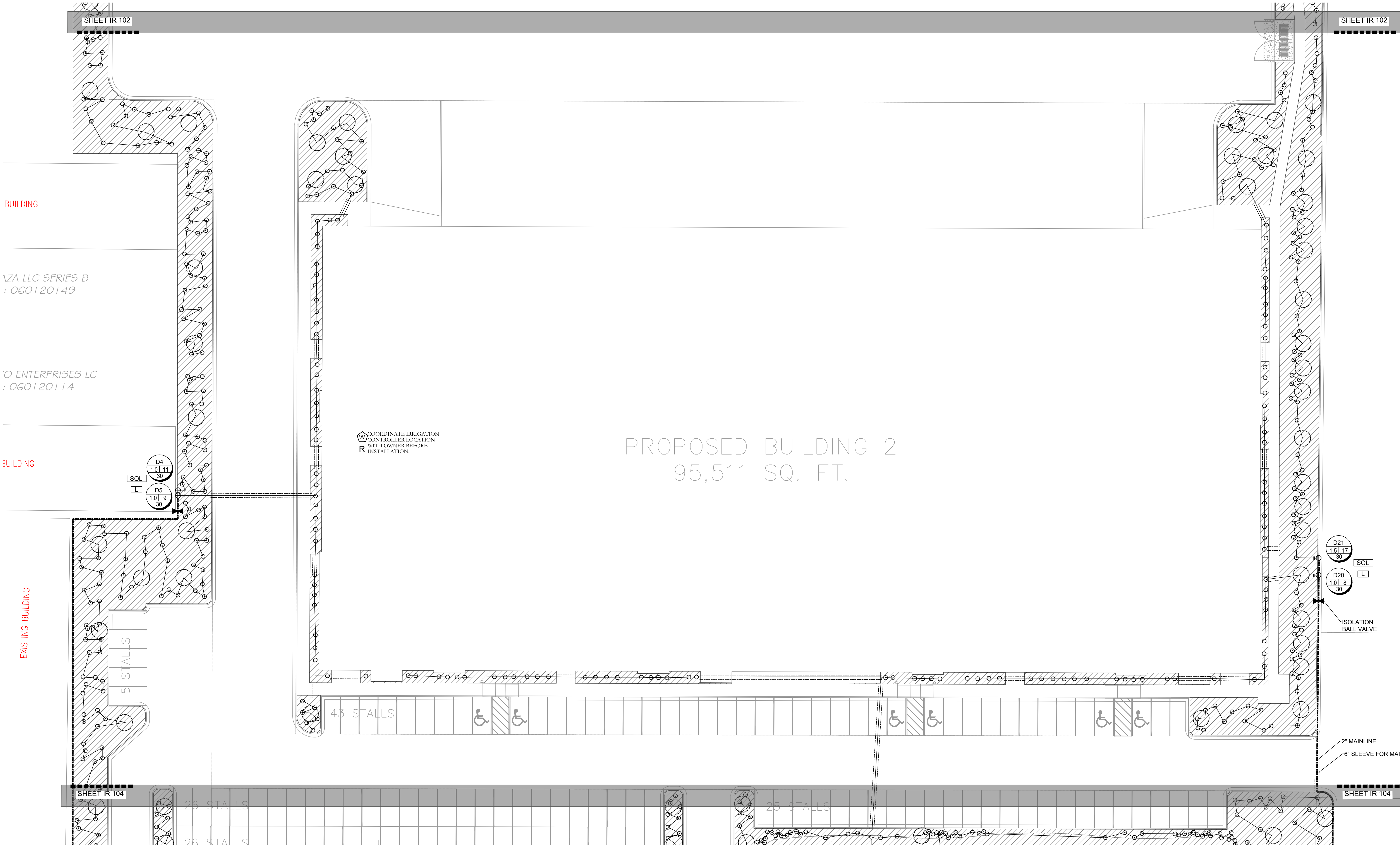
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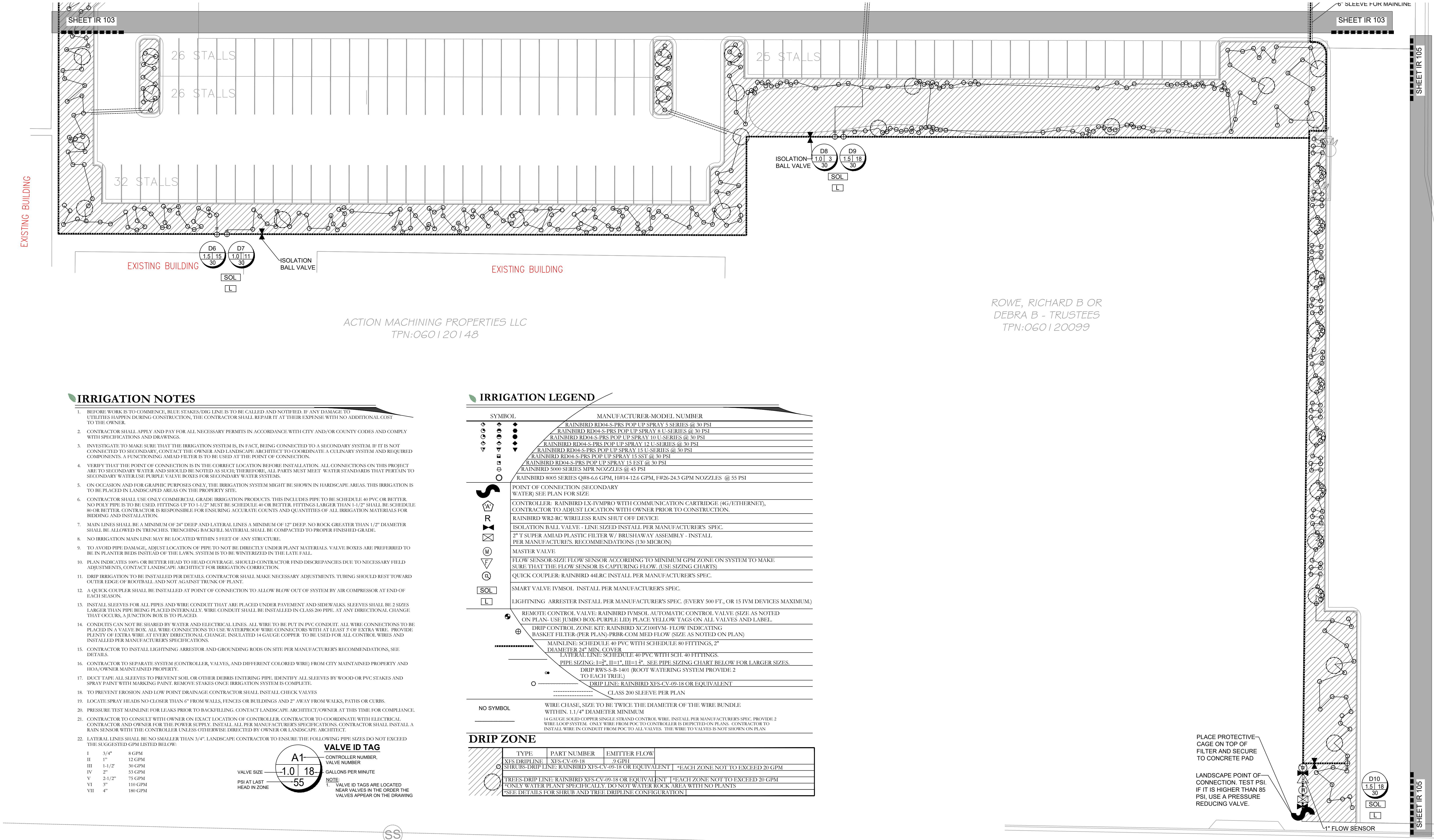
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ISSUE DATE		PROJECT NUMBER		PLAN INFORMATION		PROJECT INFORMATION		DEVELOPER / PROPERTY OWNER / CLIENT		LANDSCAPE ARCHITECT / PLANNER		LICENSE STAMP		DRAWING INFO	
3/22/2023		UT22171						CIR ATT: SCOTT THORSEN 801-949-6296 SCOTT@CIRENGINEERING.COM		PKJ DESIGN GROUP				PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/3/2023	
NO. REVISION		DATE		BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org		TRINITY 950W. 400 S CENTERVILLE, UTAH				DESIGN GROUP Landscape Architecture Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		IRRIGATION PLAN PERMIT SET		IR-103	
1 XXXX		XX-XX-XX													
2															
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IRRIGATION NOTES

- 1. BEFORE WORK IS TO COMMENCE, BLUE STAKES/DIG LINE IS TO BE CALLED AND NOTIFIED. IF ANY DAMAGE TO UTILITIES HAPPEN DURING CONSTRUCTION, THE CONTRACTOR SHALL REPAIR IT AT THEIR EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
- 2. CONTRACTOR SHALL APPLY AND PAY FOR ALL NECESSARY PERMITS IN ACCORDANCE WITH CITY AND/OR COUNTY CODES AND COMPLY WITH SPECIFICATIONS AND DRAWINGS.
- 3. INVESTIGATE TO MAKE SURE THAT THE IRRIGATION SYSTEM IS, IN FACT, BEING CONNECTED TO A SECONDARY SYSTEM. IF IT IS NOT CONNECTED TO SECONDARY, CONTACT THE OWNER AND LANDSCAPE ARCHITECT TO COORDINATE A CULINARY SYSTEM AND REQUIRED COMPONENTS. A FUNCTIONING AMIAD FILTER IS TO BE USED AT THE POINT OF CONNECTION.
- 4. VERIFY THAT THE POINT OF CONNECTION IS IN THE CORRECT LOCATION BEFORE INSTALLATION. ALL CONNECTIONS ON THIS PROJECT ARE TO SECONDARY WATER AND SHOULD BE NOTED AS SUCH; THEREFORE, ALL PARTS MUST MEET WATER STANDARDS THAT PERTAIN TO SECONDARY WATER. USE PURPLE VALVE BOXES FOR SECONDARY WATER SYSTEMS.
- 5. ON OCCASION AND FOR GRAPHIC PURPOSES ONLY, THE IRRIGATION SYSTEM MIGHT BE SHOWN IN HARDSCAPE AREAS. THIS IRRIGATION IS TO BE PLACED IN LANDSCAPED AREAS ON THE PROPERTY SITE.
- 6. CONTRACTOR SHALL USE ONLY COMMERCIAL GRADE IRRIGATION PRODUCTS. THIS INCLUDES PIPE TO BE SCHEDULE 40 PVC OR BETTER. NO POLY PIPE IS TO BE USED. FITTINGS UP TO 1-1/2" MUST BE SCHEDULE 40 OR BETTER. FITTINGS LARGER THAN 1-1/2" SHALL BE SCHEDULE 80 OR BETTER. CONTRACTOR IS RESPONSIBLE FOR ENSURING ACCURATE COUNTS AND QUANTITIES OF ALL IRRIGATION MATERIALS FOR BIDDING AND INSTALLATION.
- 7. MAIN LINES SHALL BE A MINIMUM OF 24" DEEP AND LATERAL LINES A MINIMUM OF 12" DEEP. NO ROCK GREATER THAN 1/2" DIAMETER SHALL BE ALLOWED IN TRENCHES. TRENCHING BACKFILL MATERIAL SHALL BE COMPACTED TO PROPER FINISHED GRADE.
- 8. NO IRRIGATION MAIN LINE MAY BE LOCATED WITHIN 5 FEET OF ANY STRUCTURE.
- 9. TO AVOID PIPE DAMAGE, ADJUST LOCATION OF PIPE TO NOT BE DIRECTLY UNDER PLANT MATERIALS. VALVE BOXES ARE PREFERRED TO BE IN PLANTER BEDS INSTEAD OF THE LAWN. SYSTEM IS TO BE WINTERIZED IN THE LATE FALL.
- 10. PLAN INDICATES 100% OR BETTER HEAD TO HEAD COVERAGE. SHOULD CONTRACTOR FIND DISCREPANCIES DUE TO NECESSARY FIELD ADJUSTMENTS, CONTACT LANDSCAPE ARCHITECT FOR IRRIGATION CORRECTION.
- 11. DRIP IRRIGATION TO BE INSTALLED PER DETAILS. CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS. TUBING SHOULD REST TOWARD OUTER EDGE OF ROOTBALL, AND NOT AGAINST TRUNK OF PLANT.
- 12. A QUICK COUPLER SHALL BE INSTALLED AT POINT OF CONNECTION TO ALLOW BLOW OUT OF SYSTEM BY AIR COMPRESSOR AT END OF EACH SEASON.
- 13. INSTALL SLEEVES FOR ALL PIPES AND WIRE CONDUIT THAT ARE PLACED UNDER PAVEMENT AND SIDEWALKS. SLEEVES SHALL BE 2 SIZES LARGER THAN PIPE BEING PLACED INTERNALLY. WIRE CONDUIT SHALL BE INSTALLED IN CLASS 200 PIPE. AT ANY DIRECTIONAL CHANGE THAT OCCURS, A JUNCTION BOX IS TO BE PLACED.
- 14. CONDUITS CAN NOT BE SHARED BY WATER AND ELECTRICAL LINES. ALL WIRE TO BE PUT IN PVC CONDUIT. ALL WIRE CONNECTIONS TO BE PLACED IN A VALVE BOX. ALL WIRE CONNECTIONS TO USE WATERPROOF WIRE CONNECTORS WITH AT LEAST 3' OF EXTRA WIRE. PROVIDE PLENTY OF EXTRA WIRE AT EVERY DIRECTIONAL CHANGE. INSULATED 14 GAUGE COPPER TO BE USED FOR ALL CONTROL WIRES AND INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- 15. CONTRACTOR TO INSTALL LIGHTNING ARRESTOR AND GROUNDING RODS ON SITE PER MANUFACTURER'S RECOMMENDATIONS, SEE DETAILS.
- 16. CONTRACTOR TO SEPARATE SYSTEM (CONTROLLER, VALVES, AND DIFFERENT COLORED WIRE) FROM CITY MAINTAINED PROPERTY AND HOA/OWNER MAINTAINED PROPERTY.
- 17. DUCT TAPE ALL SLEEVES TO PREVENT SOIL OR OTHER DEBRIS ENTERING PIPE. IDENTIFY ALL SLEEVES BY WOOD OR PVC STAKES AND SPRAY PAINT WITH MARKING PAINT. REMOVE STAKES ONCE IRRIGATION SYSTEM IS COMPLETE.
- 18. TO PREVENT EROSION AND LOW POINT DRAINAGE CONTRACTOR SHALL INSTALL CHECK VALVES.
- 19. LOCATE SPRAY HEADS NO CLOSER THAN 6" FROM WALLS, FENCES OR BUILDINGS AND 2" AWAY FROM WALKS, PATHS OR CURBS.
- 20. PRESSURE TEST MAINLINE FOR LEAKS PRIOR TO BACKFILLING. CONTACT LANDSCAPE ARCHITECT/OWNER AT THIS TIME FOR COMPLIANCE.
- 21. CONTRACTOR TO CONSULT WITH OWNER ON EXACT LOCATION OF CONTROLLER. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR AND OWNER FOR THE POWER SUPPLY. INSTALL ALL PER MANUFACTURER'S SPECIFICATIONS. CONTRACTOR SHALL INSTALL A RAIN SENSOR WITH THE CONTROLLER UNLESS OTHERWISE DIRECTED BY OWNER OR LANDSCAPE ARCHITECT.
- 22. LATERAL LINES SHALL BE NO SMALLER THAN 3/4". LANDSCAPE CONTRACTOR TO ENSURE THE FOLLOWING PIPE SIZES DO NOT EXCEED THE SUGGESTED GPM LISTED BELOW:

VALVE ID TAG

A1	1.0 18	55
----	----------	----

VALVE SIZE: PSI AT LAST HEAD IN ZONE

NOTE: 1. VALVE ID TAGS ARE LOCATED NEAR VALVES IN THE ORDER THE VALVES APPEAR ON THE DRAWING

IRRIGATION LEGEND

SYMBOL	MANUFACTURER-MODEL NUMBER
●	RAINBIRD RD04-S-PRS POP UP SPRAY 5 SERIES @ 30 PSI
●	RAINBIRD RD04-S-PRS POP UP SPRAY 8 U-SERIES @ 30 PSI
●	RAINBIRD RD04-S-PRS POP UP SPRAY 10 U-SERIES @ 30 PSI
●	RAINBIRD RD04-S-PRS POP UP SPRAY 12 U-SERIES @ 30 PSI
●	RAINBIRD RD04-S-PRS POP UP SPRAY 15 U-SERIES @ 30 PSI
●	RAINBIRD RD04-S-PRS POP UP SPRAY 15 SST @ 30 PSI
●	RAINBIRD RD04-S-PRS POP UP SPRAY 15 SST @ 30 PSI
●	RAINBIRD 5000 SERIES MPR NOZZLES @ 45 PSI
●	RAINBIRD 8005 SERIES Q#8-6.6 GPM, H#14-12.6 GPM, F#26-24.3 GPM NOZZLES @ 55 PSI
○	POINT OF CONNECTION (SECONDARY WATER) SEE PLAN FOR SIZE
⊕	CONTROLLER: RAINBIRD LX-IVMPRO WITH COMMUNICATION CARTRIDGE (4G/ETHERNET), CONTRACTOR TO ADJUST LOCATION WITH OWNER PRIOR TO CONSTRUCTION.
⊕	RAINBIRD WR2-RC WIRELESS RAIN SHUT OFF DEVICE
⊕	ISOLATION BALL VALVE - LINE SIZED INSTALL PER MANUFACTURER'S SPEC.
⊕	2" T SUPER AMIAD PLASTIC FILTER W/ BRUSHAWAY ASSEMBLY - INSTALL PER MANUFACTURER'S RECOMMENDATIONS (130 MICRON)
⊕	MASTER VALVE
⊕	FLOW SENSOR-SIZE FLOW SENSOR ACCORDING TO MINIMUM GPM ZONE ON SYSTEM TO MAKE SURE THAT THE FLOW SENSOR IS CAPTURING FLOW. (USE SIZING CHARTS)
⊕	QUICK COUPLER: RAINBIRD 44LRC INSTALL PER MANUFACTURER'S SPEC.
⊕	SMART VALVE IVMSOL. INSTALL PER MANUFACTURER'S SPEC.
⊕	LIGHTNING ARRESTER INSTALL PER MANUFACTURER'S SPEC. (EVERY 500 FT., OR 15 IVM DEVICES MAXIMUM.)
⊕	REMOTE CONTROL VALVE: RAINBIRD IVMSOL AUTOMATIC CONTROL VALVE (SIZE AS NOTED ON PLAN- USE JUMBO BOX-PURPLE LID) PLACE YELLOW TAGS ON ALL VALVES AND LABEL.
⊕	DRIP CONTROL ZONE KIT: RAINBIRD XGZ100IVM- FLOW INDICATING BASKET FILTER-(PER PLAN)-PRBR-COM MED FLOW (SIZE AS NOTED ON PLAN)
⊕	MAINLINE: SCHEDULE 40 PVC WITH SCHEDULE 80 FITTINGS, 2" DIAMETER 24" MIN. COVER
⊕	LATERAL LINE: SCHEDULE 40 PVC WITH SCHEDULE 40 FITTINGS.
⊕	PIPE SIZING: I=1", II=1", III=1 1/2". SEE PIPE SIZING CHART BELOW FOR LARGER SIZES.
⊕	DRIP RWS-S-B-1401 (ROOT WATERING SYSTEM PROVIDE 2 TO EACH TREE.)
⊕	DRIP LINE: RAINBIRD XFS-CV-09-18 OR EQUIVALENT
⊕	CLASS 200 SLEEVE PER PLAN
NO SYMBOL	WIRE CHASE, SIZE TO BE TWICE THE DIAMETER OF THE WIRE BUNDLE WITHIN. 1 1/4" DIAMETER MINIMUM
⊕	14 GAUGE SOLID COPPER SINGLE STRAND CONTROL WIRE. INSTALL PER MANUFACTURER'S SPEC. PROVIDE 2 WIRE LOOP SYSTEM. ONLY WIRE FROM POC TO CONTROLLER IS DEPICTED ON PLANS. CONTRACTOR TO INSTALL WIRE IN CONDUIT FROM POC TO ALL VALVES. THE WIRE TO VALVES IS NOT SHOWN ON PLAN

DRIP ZONE

TYPE	PART NUMBER	EMITTER FLOW
XFS DRIPLINE	XFS-CV-09-18	9 GPH
SHRUBS-DRIP LINE	RAINBIRD XFS-CV-09-18 OR EQUIVALENT	*EACH ZONE NOT TO EXCEED 20 GPM
TREES-DRIP LINE	RAINBIRD XFS-CV-09-18 OR EQUIVALENT	*EACH ZONE NOT TO EXCEED 20 GPM
*ONLY WATER PLANT SPECIFICALLY. DO NOT WATER ROCK AREA WITH NO PLANTS		
*SEE DETAILS FOR SHRUB AND TREE DRIPLINE CONFIGURATION		

PLACE PROTECTIVE CAGE ON TOP OF FILTER AND SECURE TO CONCRETE PAD

LANDSCAPE POINT OF CONNECTION. TEST PSI. IF IT IS HIGHER THAN 85 PSI, USE A PRESSURE REDUCING VALVE.

ISSUE DATE

3/22/2023

PROJECT NUMBER

UT22171

PLAN INFORMATION

811

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

PROJECT INFORMATION

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950W. 400 S

CENTERVILLE, UTAH

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SCOTT@CIRENGINEERING.COM

LANDSCAPE ARCHITECT / PLANNER

PKJ

DESIGN GROUP

Landscape Architecture • Planning & Visualization

LICENSE STAMP

PROFESSIONAL LANDSCAPE ARCHITECT

KEVIN ANGEWIRTH

8128121-5301

04/03/2023

STATE OF UTAH

DRAWING INFO

PM: JTA

DRAWN: ACP

CHECKED: JMA

PLOT DATE: 4/3/2023

IRRIGATION PLAN

PERMIT SET

IR-104

3450 N. TRIUMPH BLVD. SUITE 102

LEHI, UTAH 84043 (801) 753-5644

www.pkjdesigngroup.com

NO. REVISION DATE

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GRAPHIC SCALE: 1" = 20'

0'

10'

20'

40'

80'

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EXISTING BUILDING
1 STORY, METAL
51,478 S.F.
43' HIGH

EXISTING BUILDING
1 STORY, BLOCK
5,382 S.F.
9.2' HIGH

PACIFICORP DBA ROCKY
MOUNTAIN POWER
TPN:060120165

D12
1.5 18
30
SOL
D11
1.5 14
30
L

PLACE PROTECTIVE
CAGE ON TOP OF
FILTER AND SECURE
TO CONCRETE PAD
LANDSCAPE POINT OF
CONNECTION- TEST PSI:
IF IT IS HIGHER THAN 85
PSI, USE A PRESSURE
REDUCING VALVE

D14
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30
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D13
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L
ISOLATION
BALL VALVE

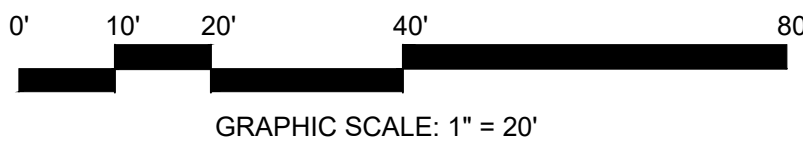
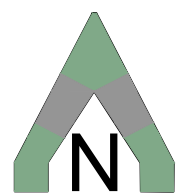
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ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
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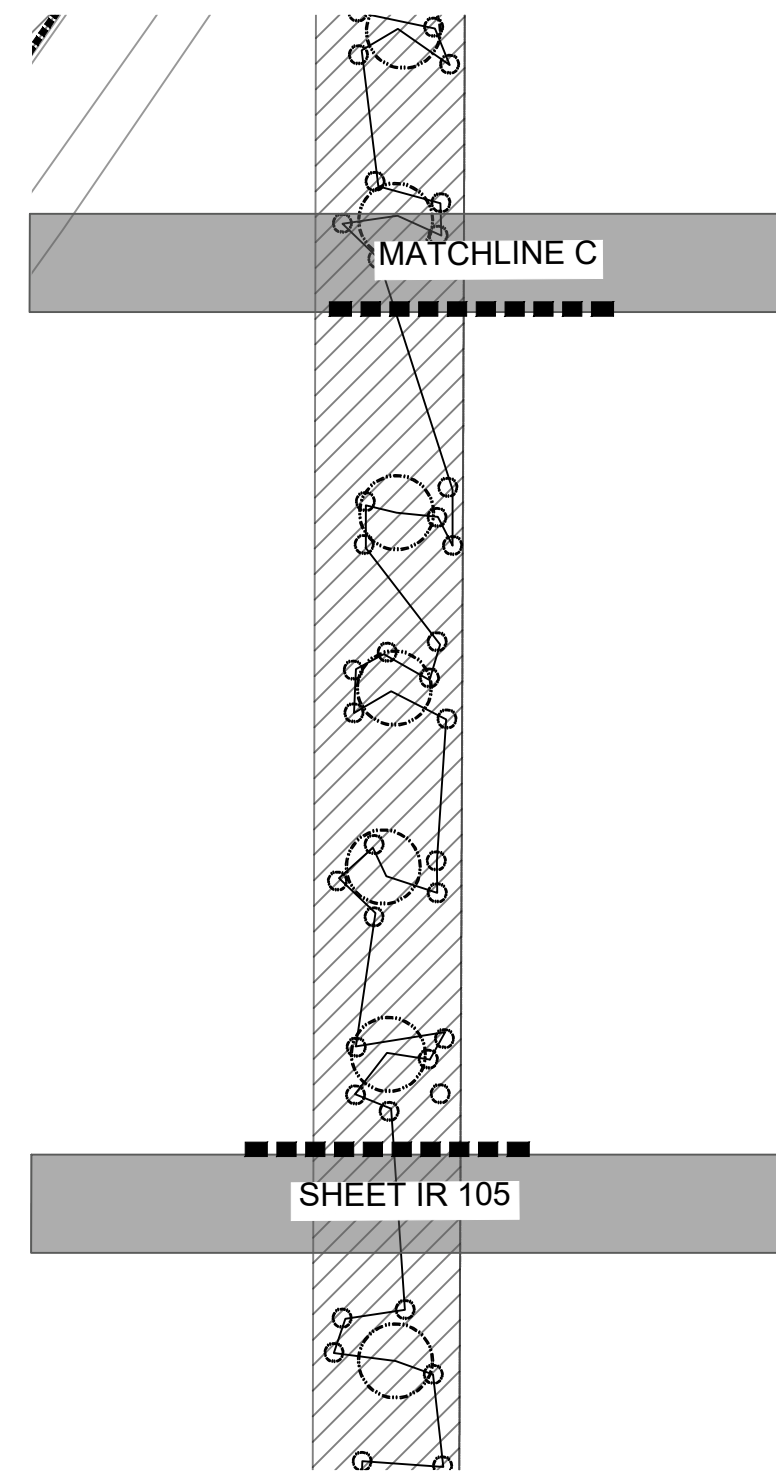
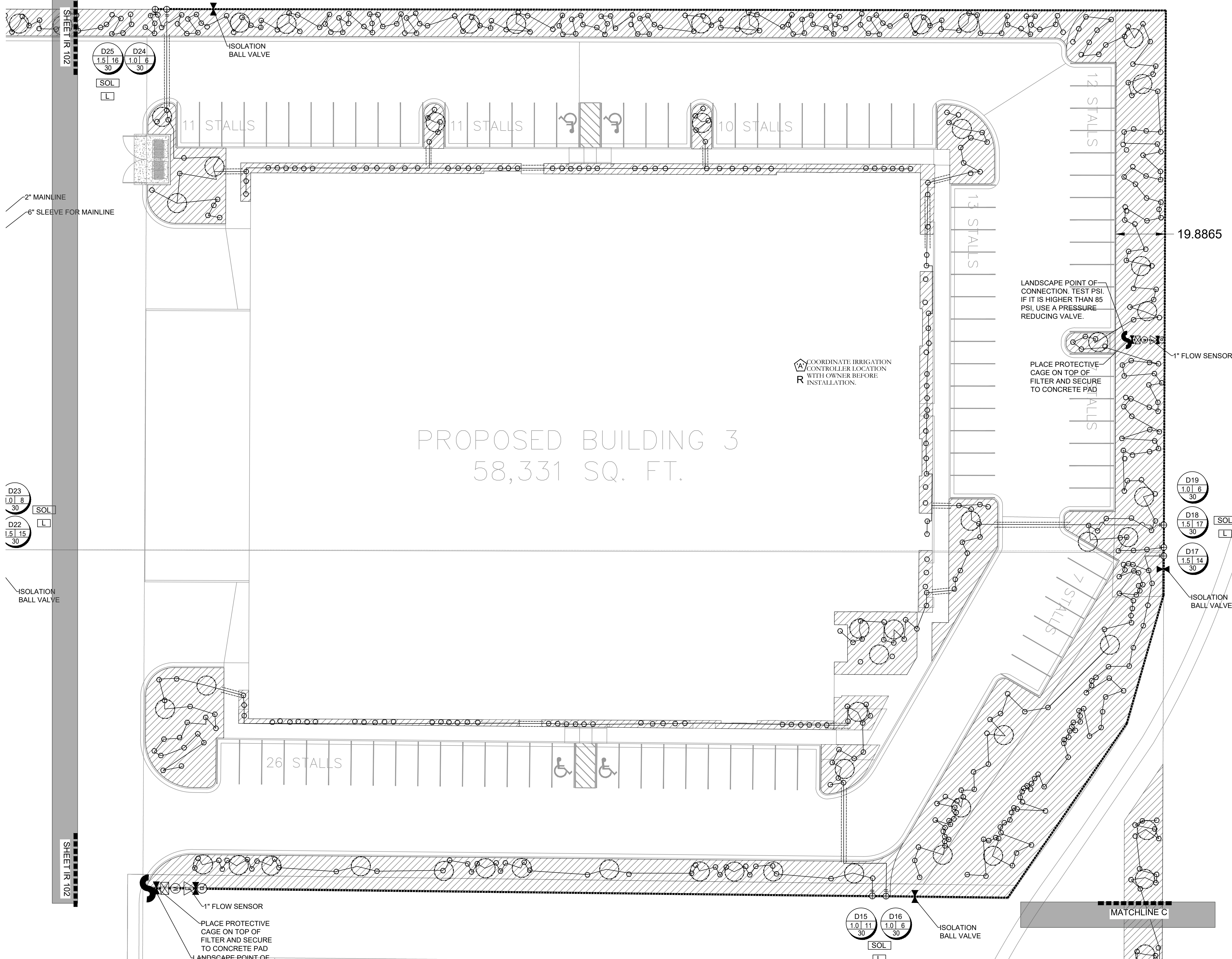
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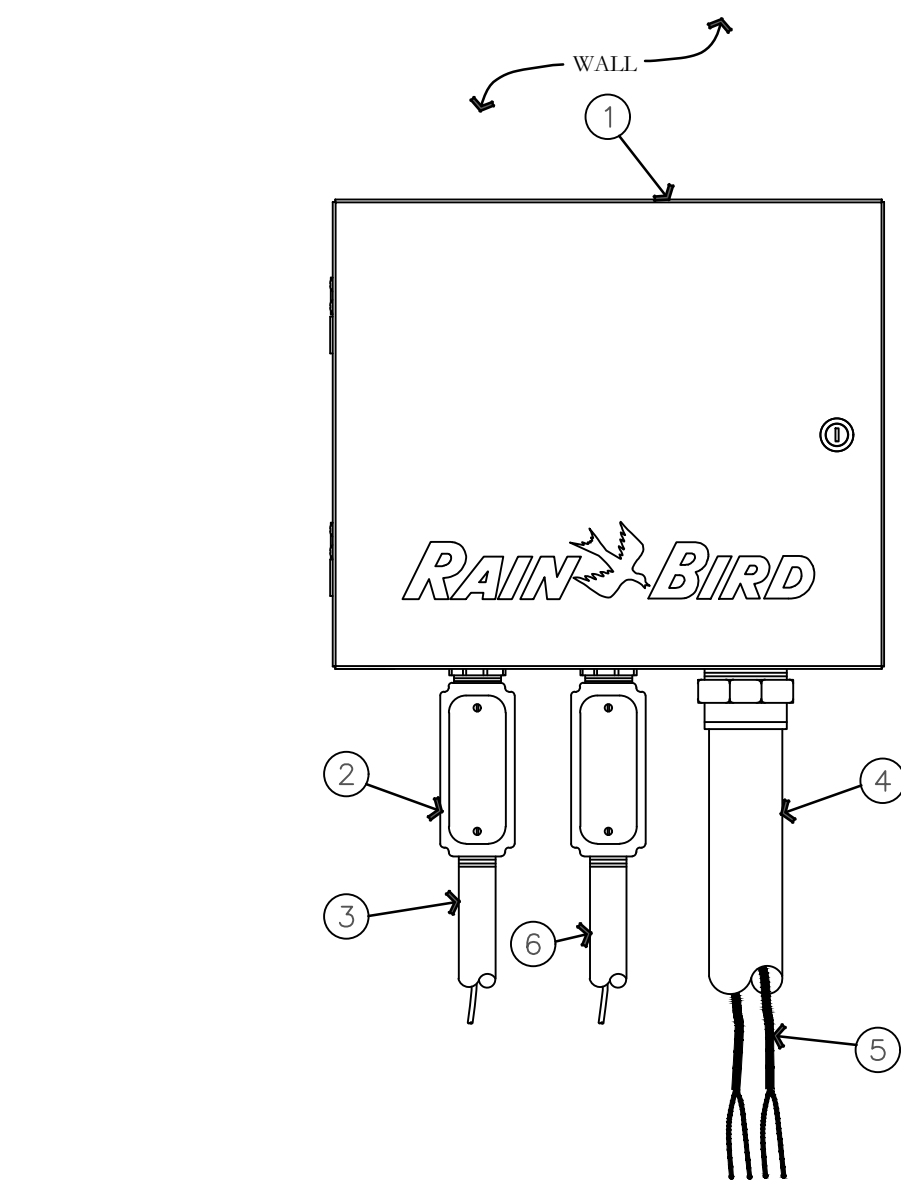
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PLOT DATE: 4/3/2023

IR-105



ISSUE DATE 3/22/2023		PROJECT NUMBER UT22171		PLAN INFORMATION		PROJECT INFORMATION		DEVELOPER / PROPERTY OWNER / CLIENT CIR ATT: SCOTT THORSEN 801-949-6296 SCOTT@CIRENGINEERING.COM		LANDSCAPE ARCHITECT / PLANNER PKJ DESIGN GROUP		LICENSE STAMP 		DRAWING INFO PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/3/2023	
NO. REVISION 1 XXXX 2 3 4 5 6 7		DATE XX-XX-XX		811 BLUE STAKES OF UTAH UTILITY NOTIFICATION CENTER, INC. 1-800-662-4111 www.bluestakes.org				TRINITY 950W. 400 S CENTERVILLE, UTAH		COPYRIGHT: PKJ DESIGN GROUP THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF PKJ DESIGN GROUP. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.				IR-106	
						GRAPHIC SCALE: 1" = 20'				3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 753-5644 www.pkjdesigngroup.com		IR-106		Page 63 of 94	

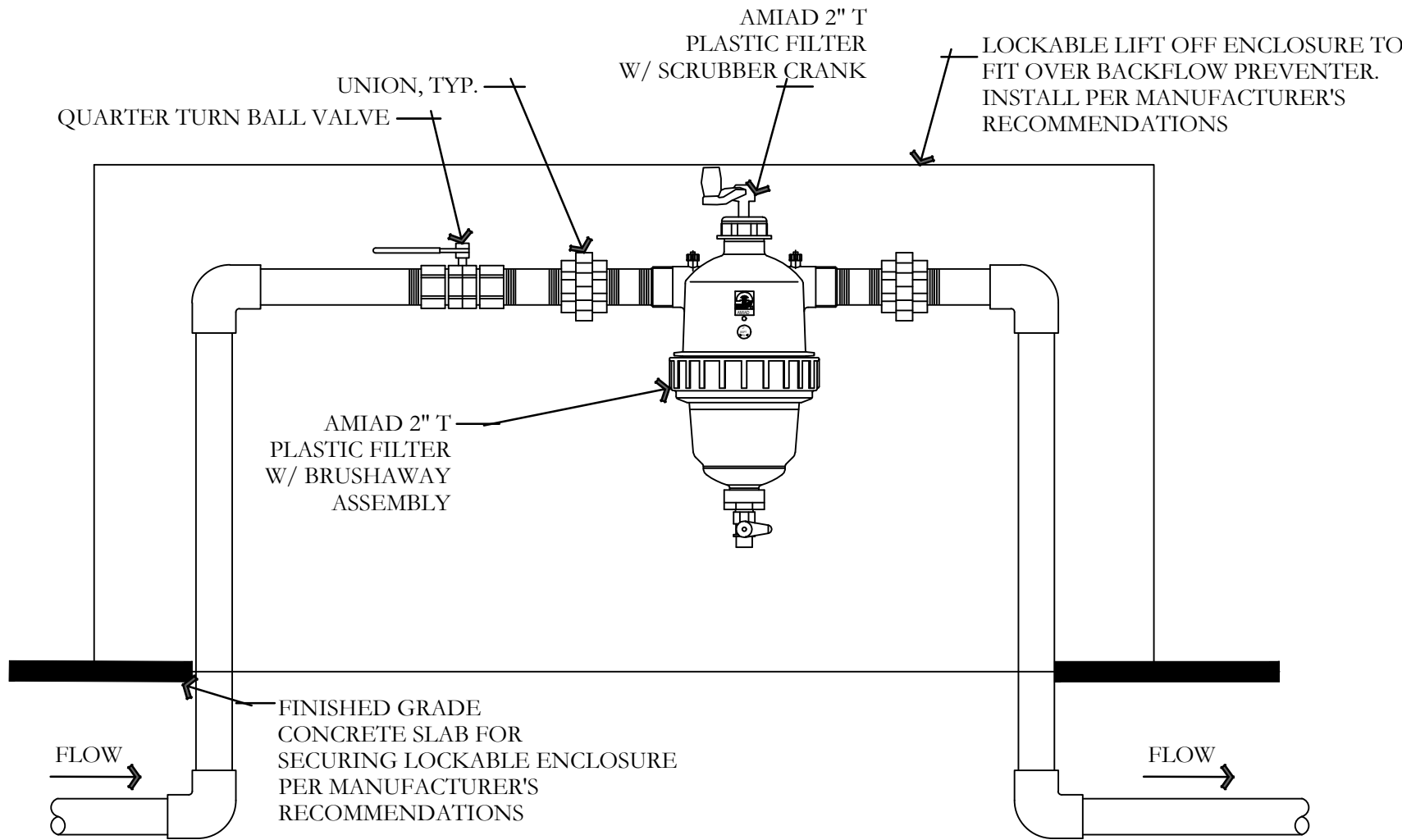


- 1 TWO-WIRE CONTROLLER: RAIN BIRD ESP-LXIVM/PRO IN LXMM METAL CABINET WITH OUTSIDE WALL MOUNT. INSTALL CONTROLLER AND CABINET ON WALL PER MANUFACTURER'S RECOMMENDATIONS.
- 2 JUNCTION BOX
- 3 1-INCH CONDUIT AND FITTINGS FOR POWER SUPPLY WIRE.
- 4 2-INCH CONDUIT AND FITTINGS FOR TWO-WIRE CABLE.
- 5 MAXICABLE TWO-WIRE PATH TO FIELD DEVICES, USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
- 6 1-INCH CONDUIT AND FITTINGS FOR GROUND WIRE. ONLY FOR OUTDOOR INSTALLATIONS.

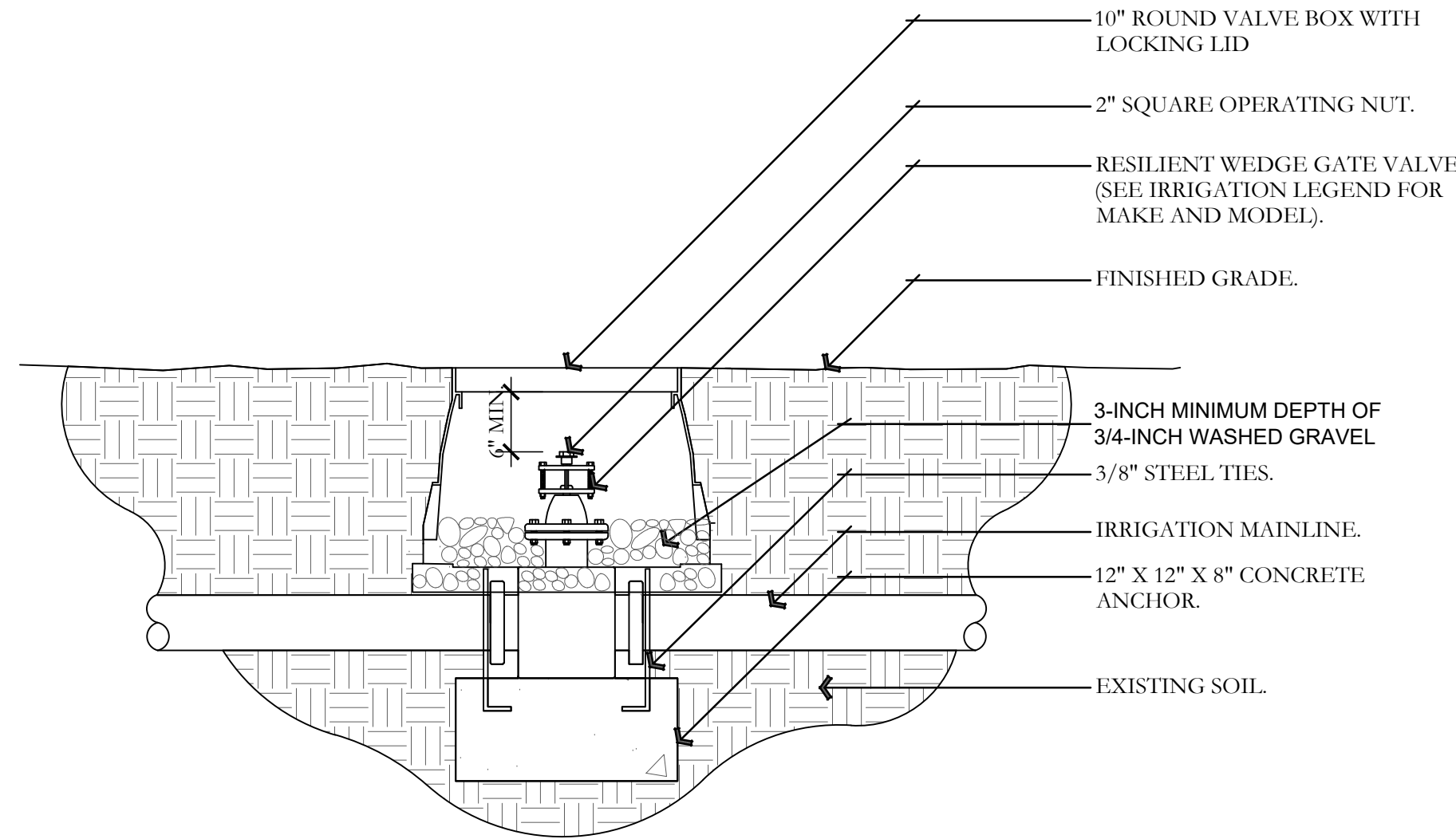
NOTES:
1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS: THE LXIVM WITH 60 STATIONS AND THE LXIVM-PRO WITH 240 STATIONS. REFER TO THE CHART BELOW FOR DIFFERENCES BETWEEN THE TWO MODELS.
2. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS. IF CONTROLLER IS MOUNTED INDOORS, USE POWER SUPPLY GROUND.

KEY SPECIFICATIONS

FEATURE	MODEL	MAX PROGRAMS	MAX STATIONS	MAX SIMULATIONS	MASTER VALVES	FLOW SENSORS	WEATHER SENSORS
	LX-IVM	10	60	8	5	5	4
	LX-IVM PRO	40	240	16	10	10	8

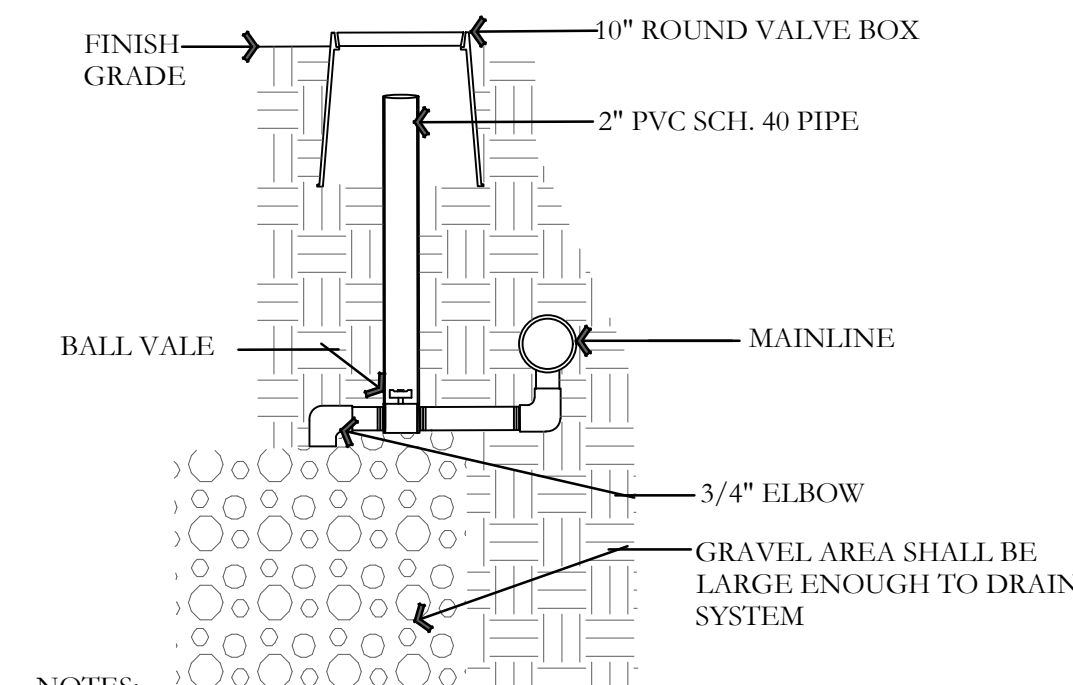


B 2" PLASTIC FILTER W/ BRUSHAWAY ASSEMBLY
NOT TO SCALE



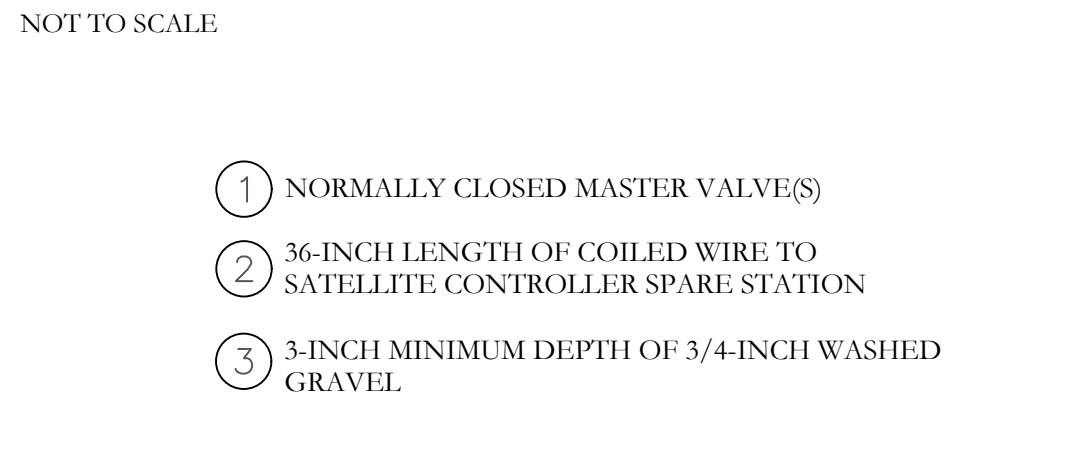
- NOTES:
1. INSTALL GATE VALVE PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
2. VALVE BOX SHALL BE WRAPPED WITH MINIMUM 3 MIL THICK PLASTIC AND SECURE IT TO VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. VALVE BOX SHALL BE LOCATED IN PLANTING AREA.

C GATE VALVE AND ANCHOR DETAIL
NOT TO SCALE



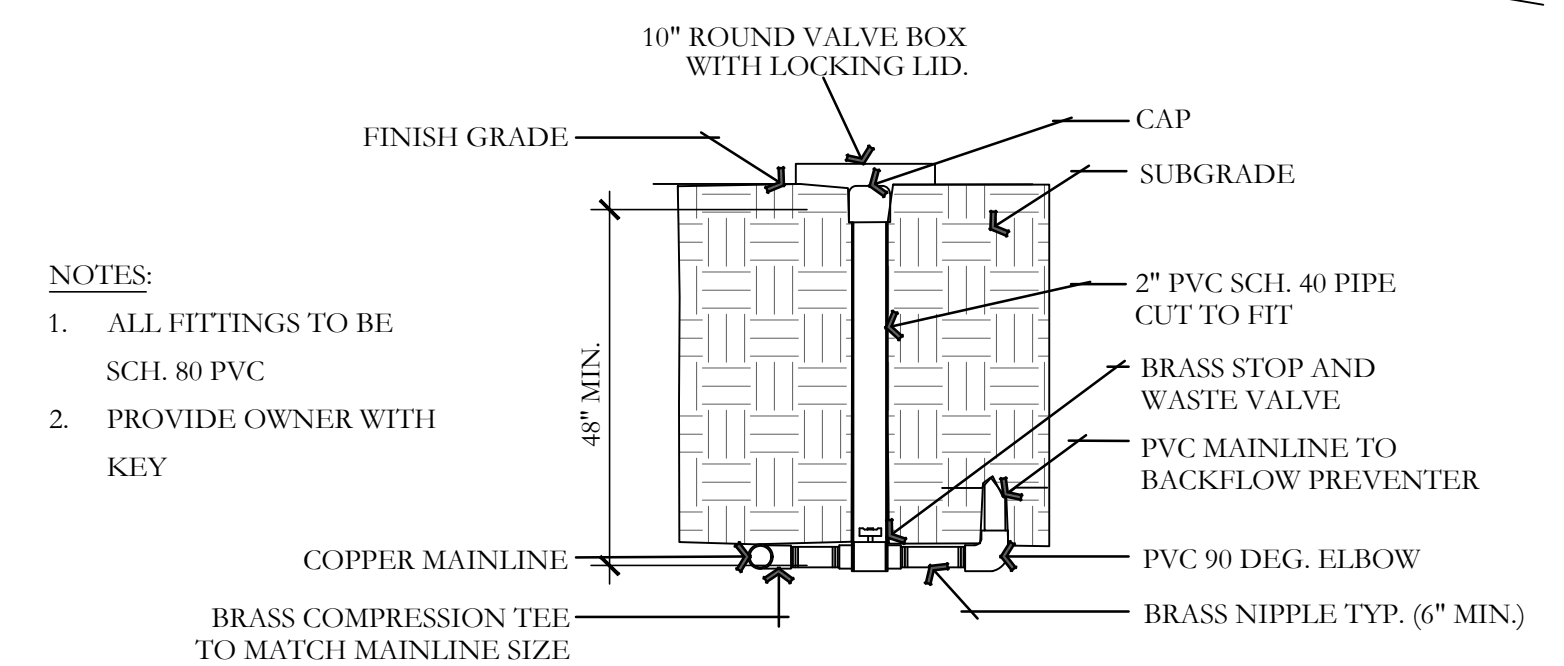
- NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

D TYPICAL SLEEVING DETAIL
NOT TO SCALE



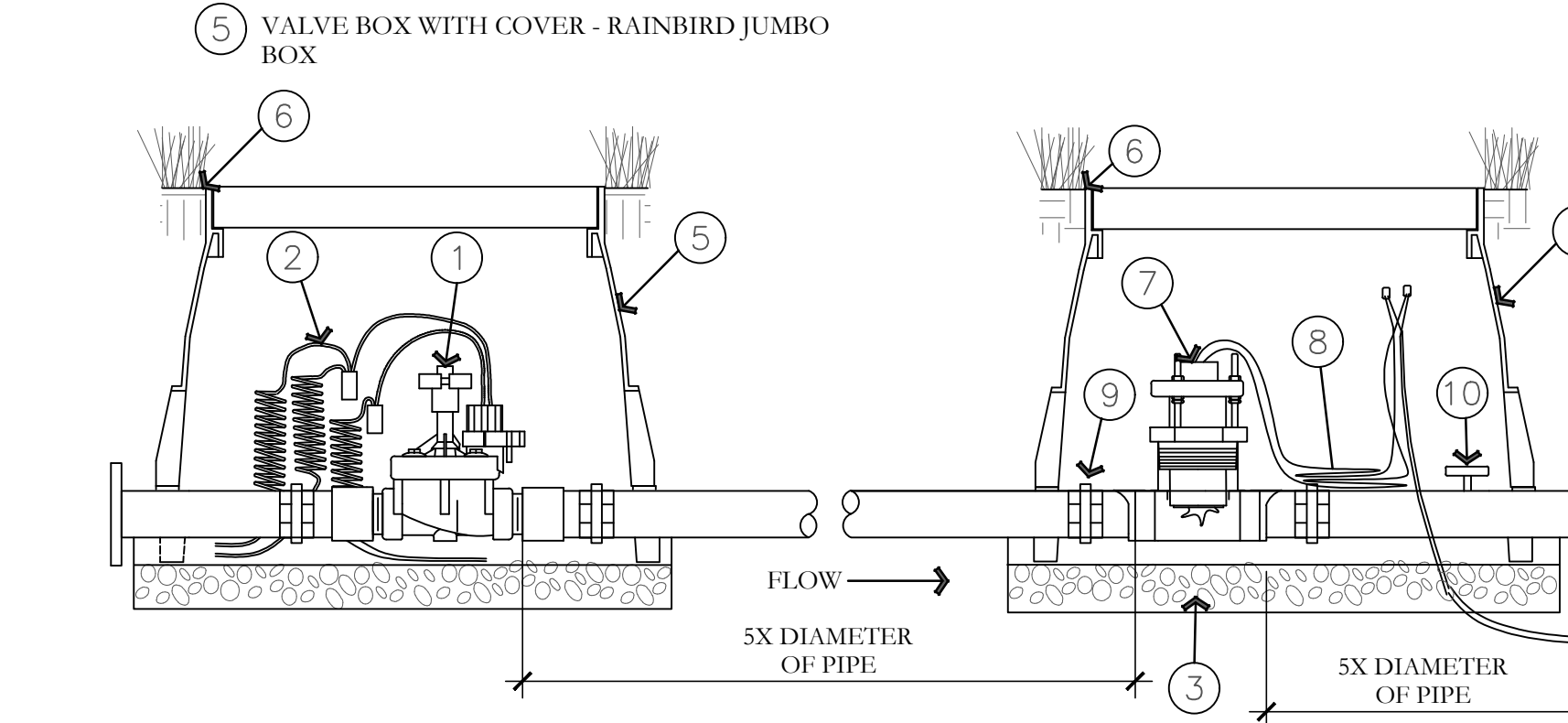
- NOTES:
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
2. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
3. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
4. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

E IRRIGATION TRENCHING DETAIL
NOT TO SCALE



- NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

F MANUAL DRAIN DETAIL
NOT TO SCALE

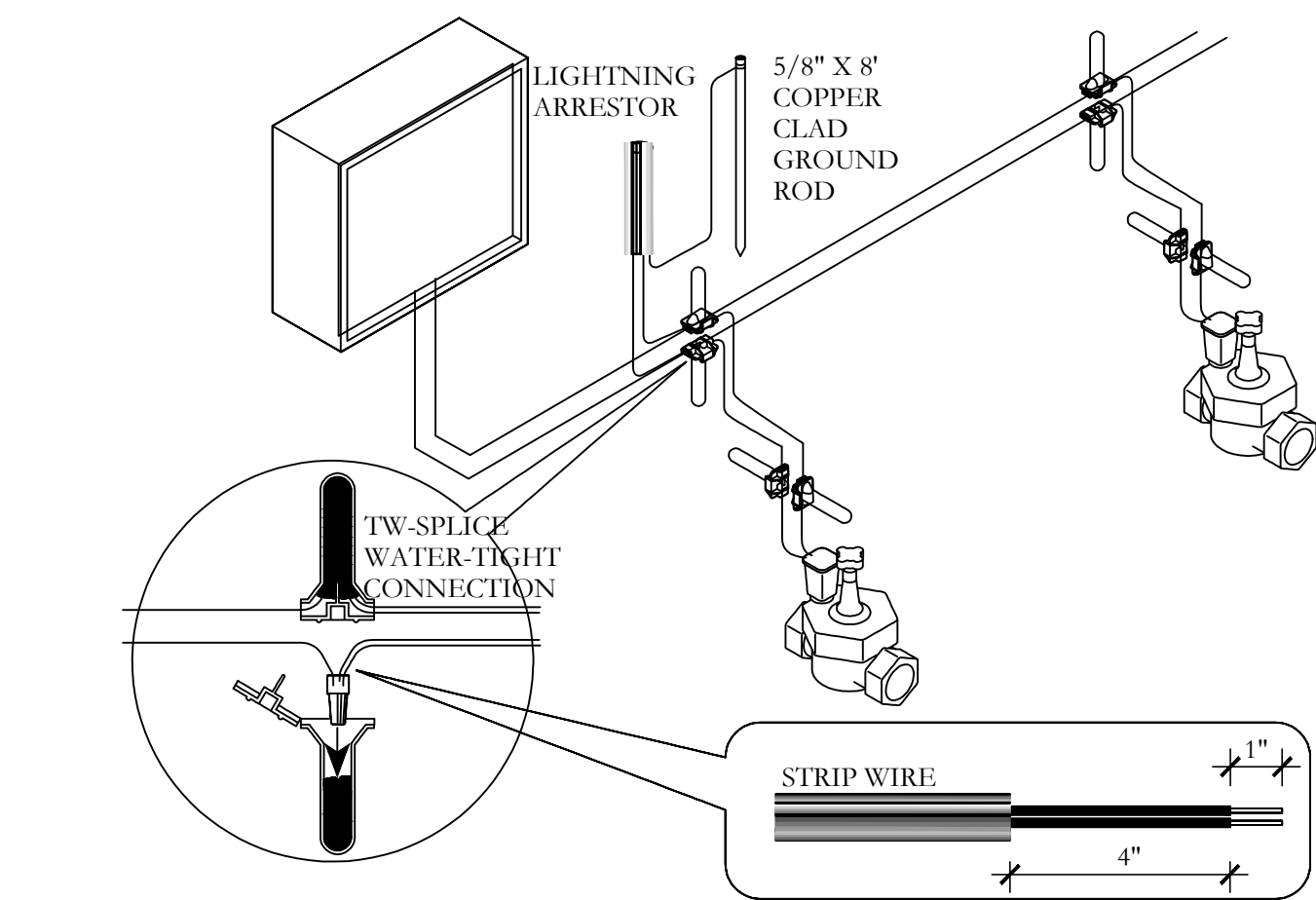


- NOTES:
1. ALL THREADED CONNECTIONS SHALL BE INSTALLED USING TEFLON TAPE.
2. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. ALL QUICK COUPLERS SHALL BE INSTALLED A MINIMUM OF 18" OFF OF THE MAINLINE.
4. VALVE BOXES SHALL BE LOCATED IN PLANTING AREAS.

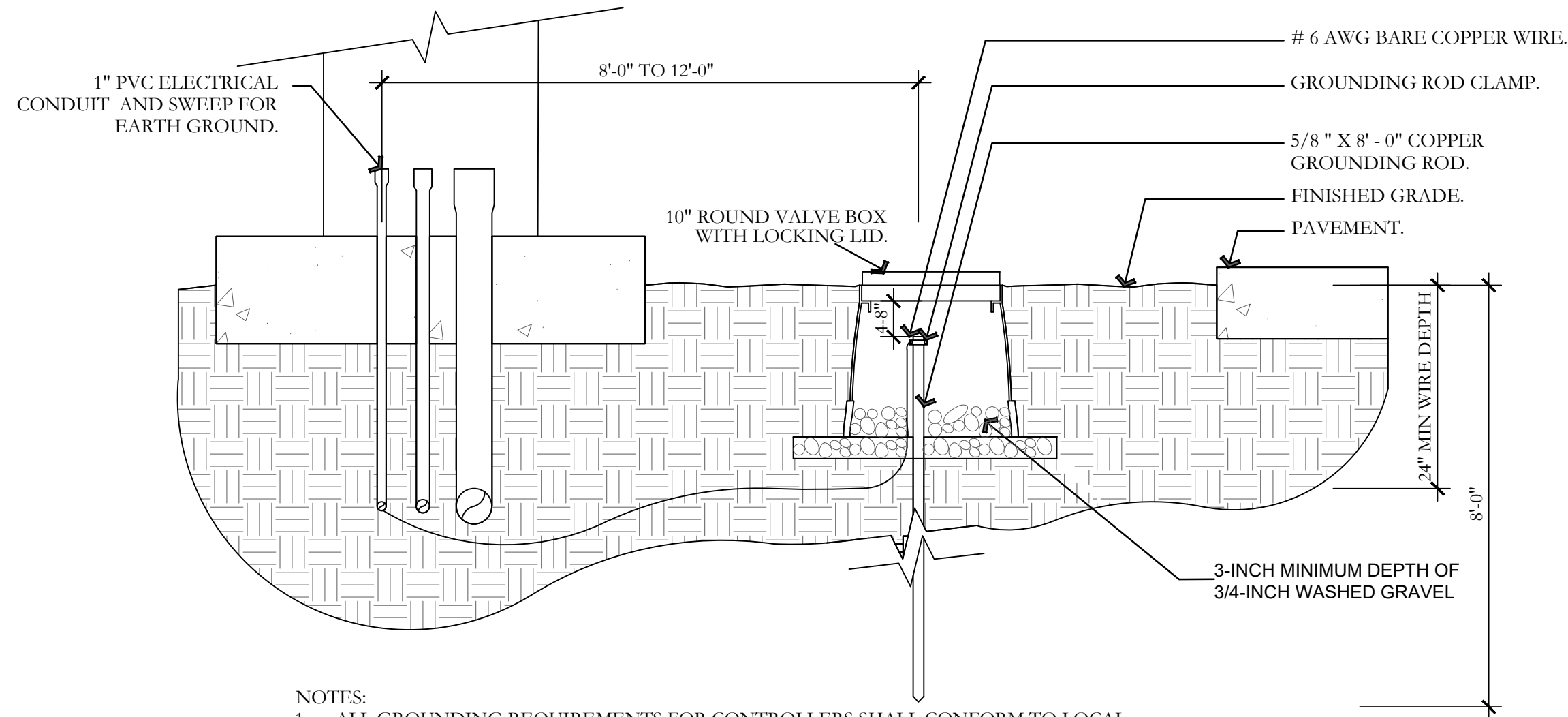
G QUICK COUPLER DETAIL
NOT TO SCALE

H STOP AND WASTE VALVE ASSEMBLY DETAIL
NOT TO SCALE

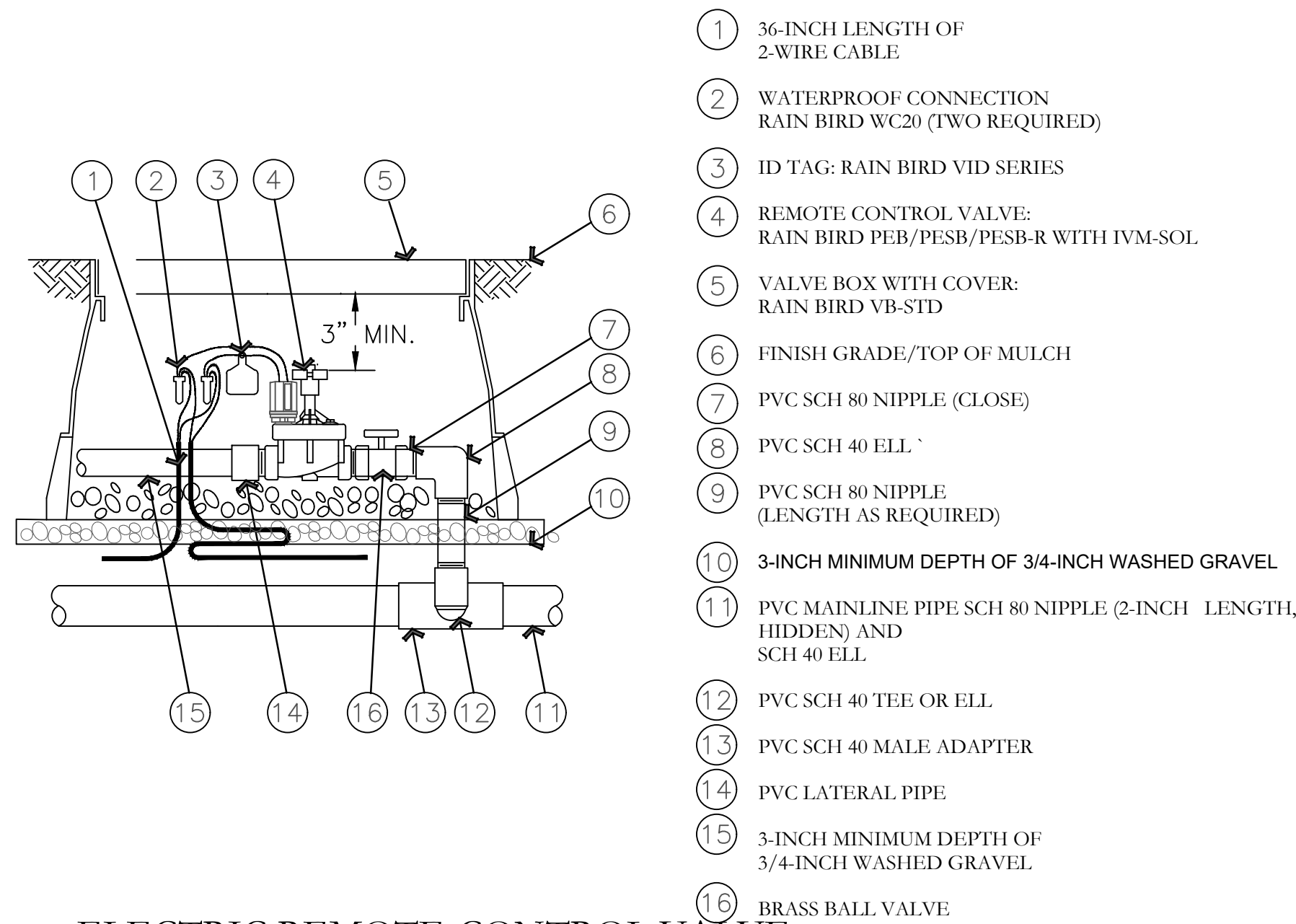
I MASTER VALVE AND FLOW SENSOR DETAIL
NOT TO SCALE



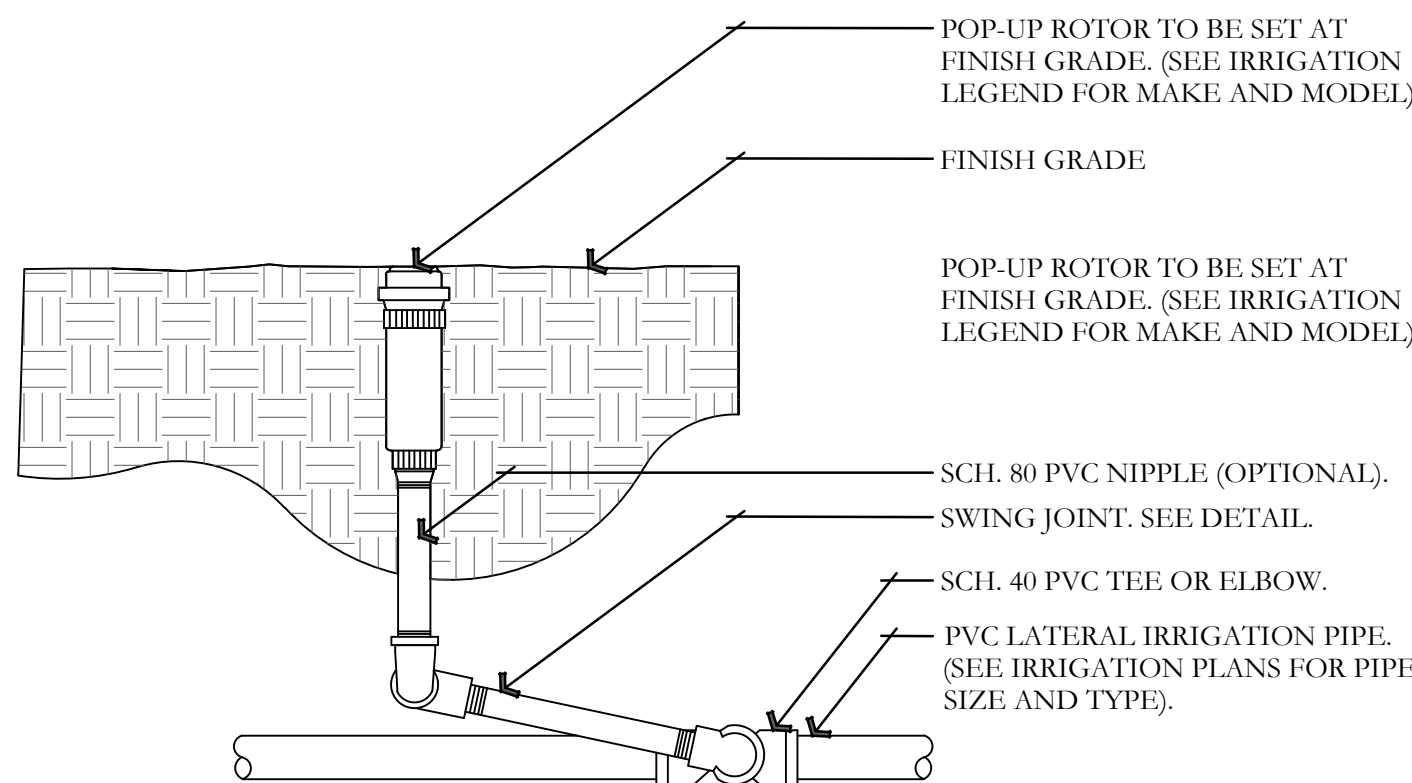
J 2-WIRE CONNECTION DETAIL
NOT TO SCALE



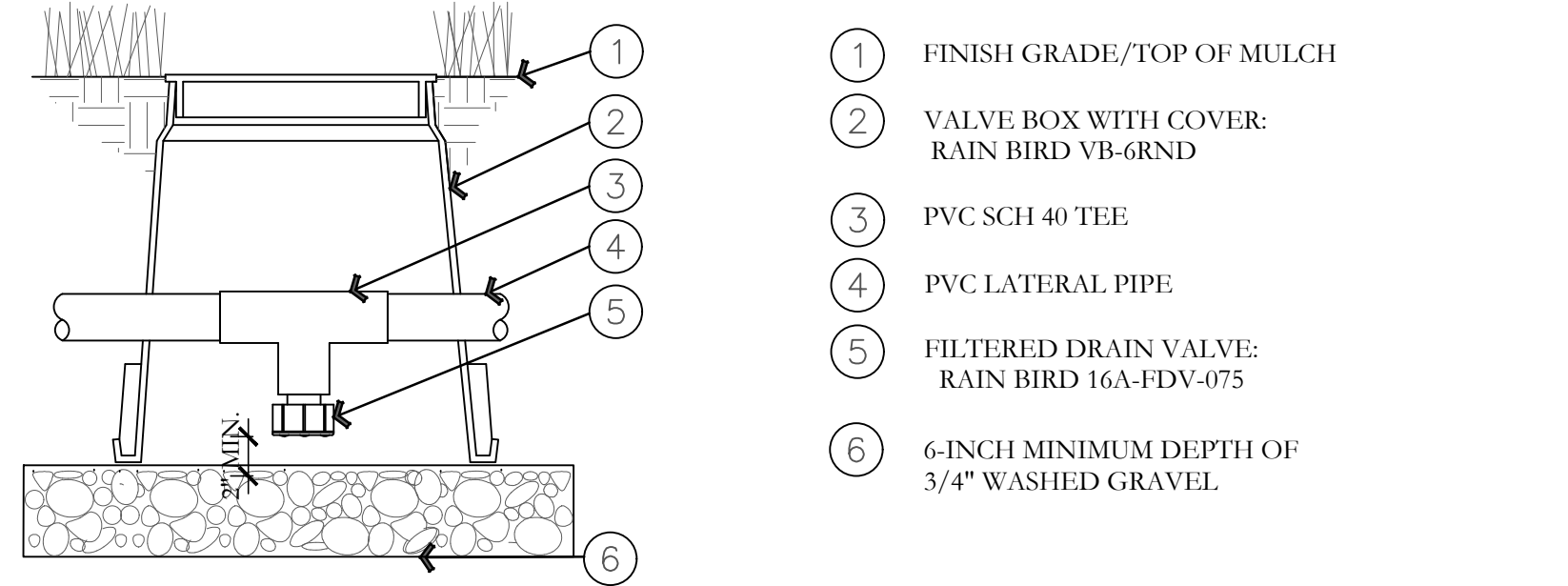
K GROUNDING ROD DETAIL
NOT TO SCALE



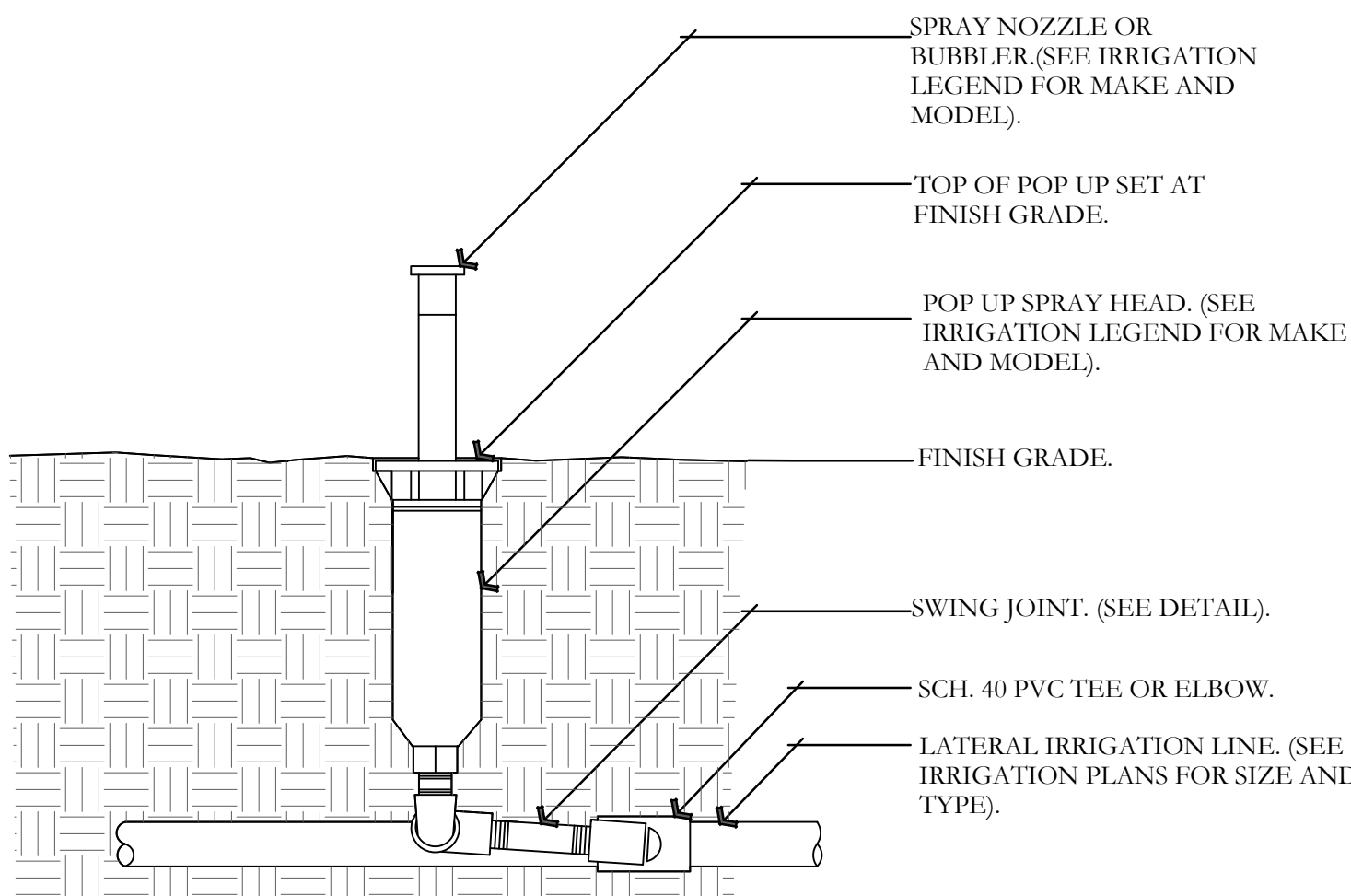
M ELECTRIC REMOTE-CONTROL VALVE
PEB OR PESB SERIES WITH IVM-SOL
NOT TO SCALE



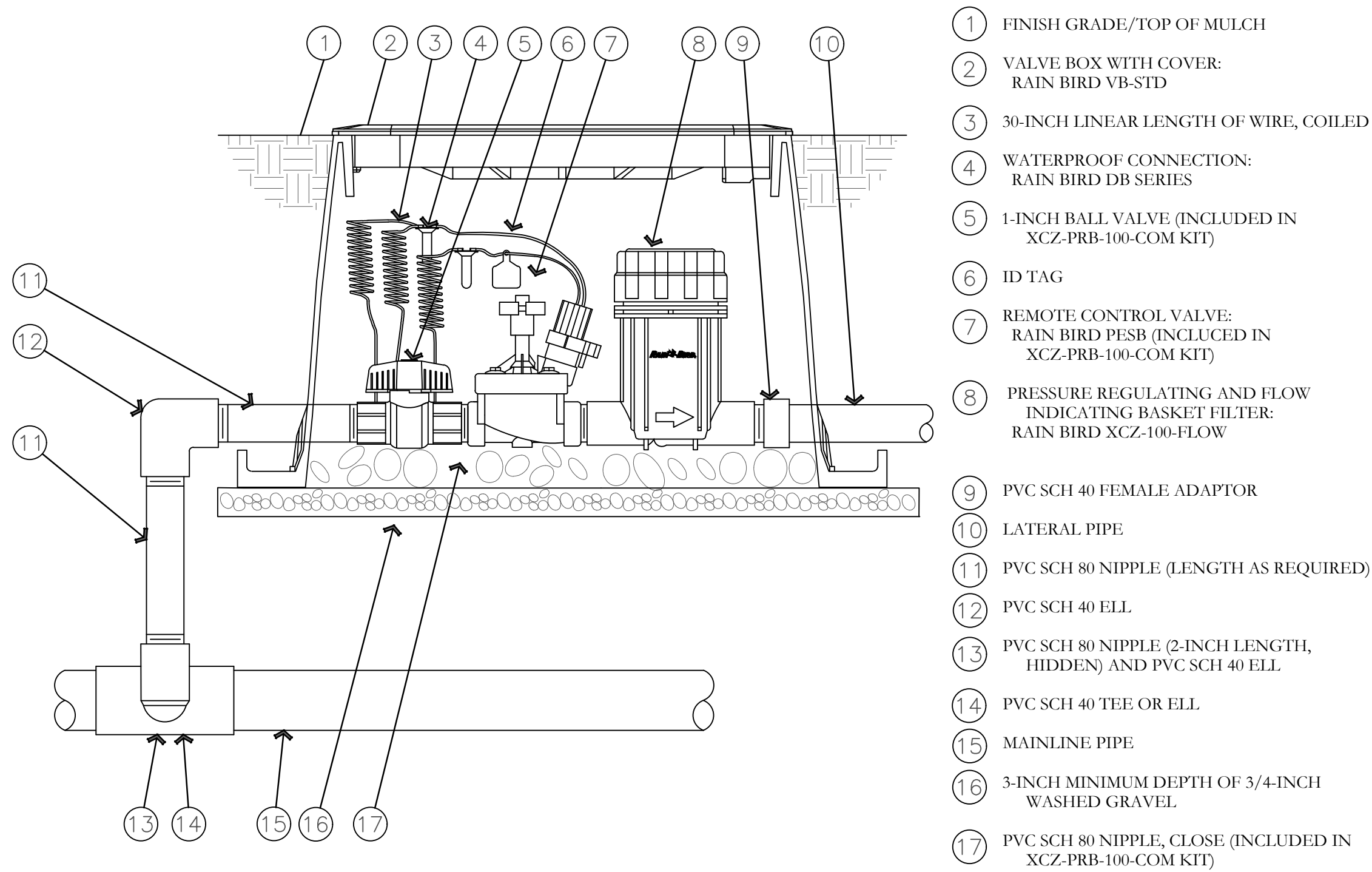
N ROTOR HEAD DETAIL
NOT TO SCALE



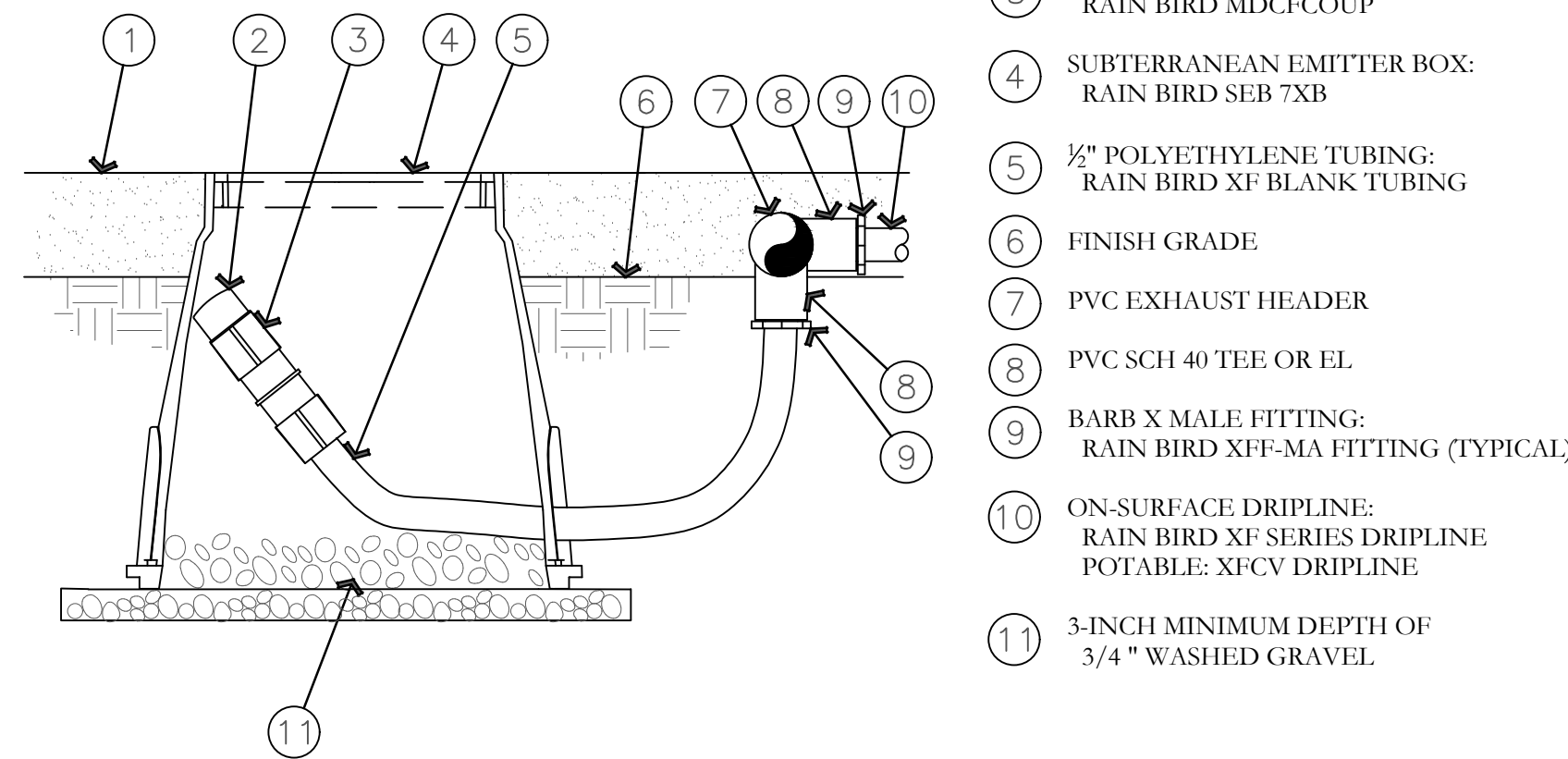
L MANUAL LINE DRAIN VALVE DETAIL
NOT TO SCALE



O POP UP-SPRAY HEAD DETAIL
NOT TO SCALE

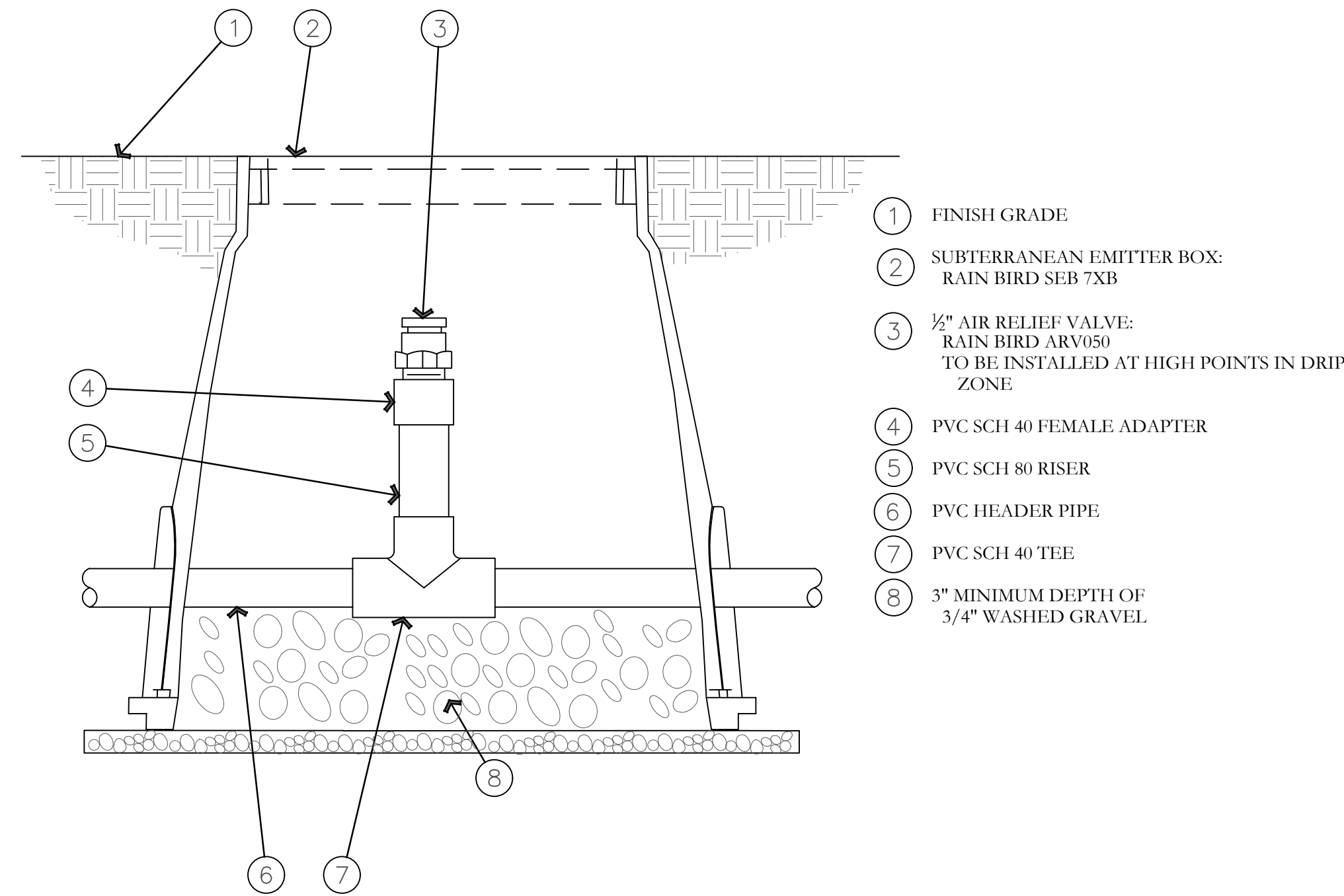


P DRIP CONTROL ZONE KIT DETAIL
NOT TO SCALE

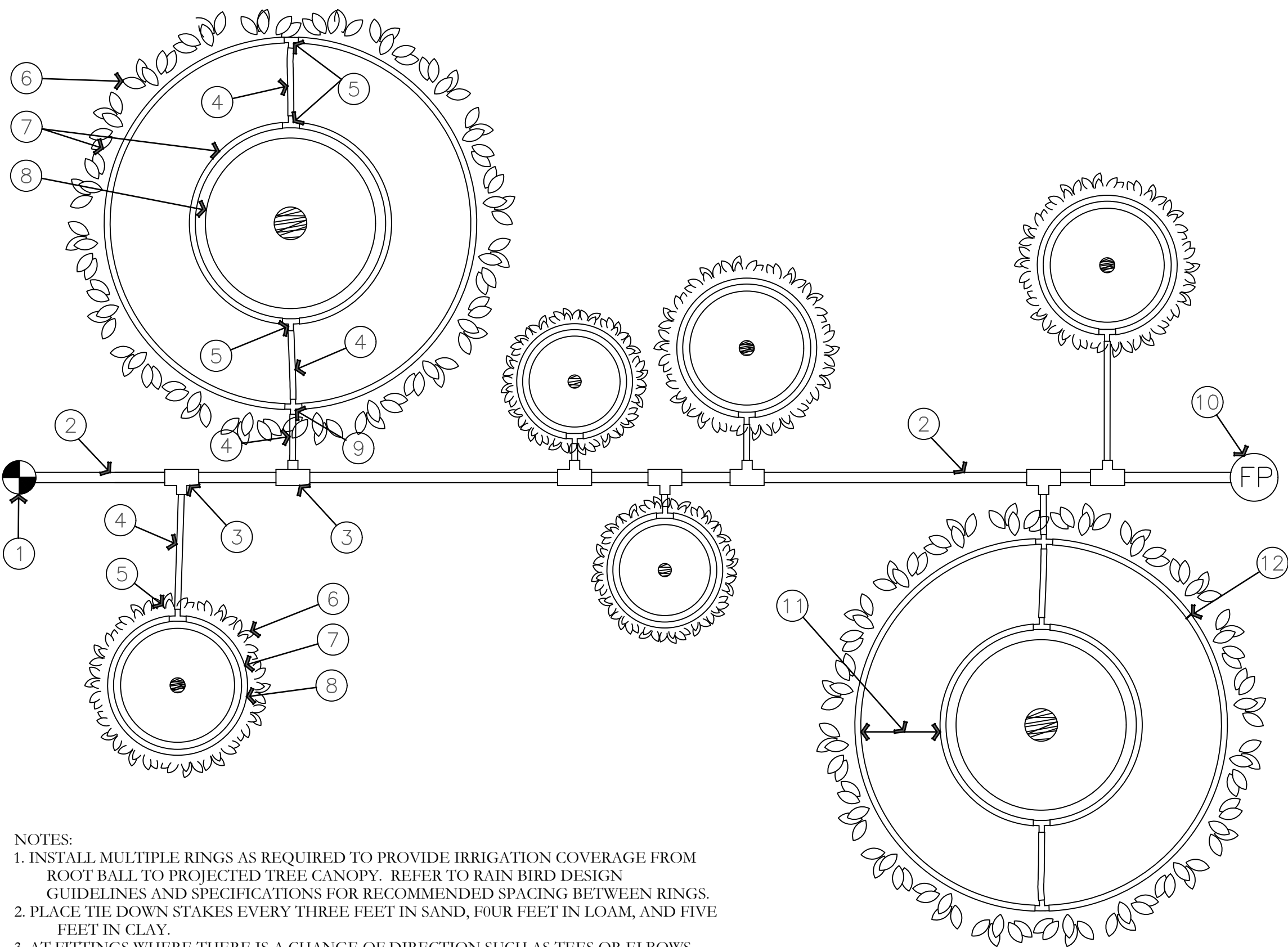


NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

Q ON-SURFACE DRIPLINE FLUSH POINT DETAIL
NOT TO SCALE



R AIR RELIEF VALVE DETAIL
NOT TO SCALE



NOTES:
1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE/SHRUB CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

S ON-SURFACE DRIPLINE TREE/SHRUB DETAIL
NOT TO SCALE

- RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMMODATE LATERAL FLOW DEMAND)
- PVC DRIP LATERAL PIPE
- PVC SCH 40 TEE OR EL (TYPICAL)
- 1/2" POLYETHYLENE TUBING: RAIN BIRD XF SERIES- S FOR COPPER SHIELD (TYPICAL)
- BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
- PROJECTED CANOPY LINE OF TREE OR SHRUB (TYPICAL)
- ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XF-CV SERIES PLACE AS SHOWN (LENGTH AS REQUIRED, TYPICAL)
- ROOT BALL (TYPICAL)
- BARB X BARB INSERT CROSS: RAIN BIRD XFD-CROSS (TYPICAL)
- DRIPLINE FLUSH POINT (SEE RAIN BIRD DETAIL: "XF-CV DRIPLINE FLUSH POINT WITH BALL VALVE")
- SPACING PER SPECIFICATION
- TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (QUANTITY AS REQUIRED, SEE NOTES 2-3 BELOW)

ISSUE DATE		PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
3/22/2023		UT22171			CIR ATT: SCOTT THORSEN 801-949-6296 SCOTT@CIRENGINEERING.COM			PM: JTA DRAWN: ACP CHECKED: JMA PLOT DATE: 4/3/2023
NO.	REVISION	DATE						
1	XXXX	XX-XX-XX						
2								
3								
4								
5								
6								
7								

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LEHI, UTAH 84043 (801) 753-5644
www.pkjdesigngroup.com

IRRIGATION DETAILS
PRELIMINARY - NOT FOR CONSTRUCTION
IR-503

**PLANNING
COMMISSION**

Staff Report
6/14/2023

Item No. 2.

Title: Training Session - General Plan

Initiated By: Whitney Black, Assistant Planner

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Receive land use training from the City Attorney regarding General Plans, including discussion of applicable provisions of State law

RECOMMENDATION:

Discuss introductory concepts and applicable State statutes regarding General Plans.

BACKGROUND:

The City Attorney will provide training and discussion regarding General Plans. Attached is a copy of Chapter 4 of the Utah Land Use and Development and Management Act (LUDMA) regarding General Plans. We will also discuss Chapter 4 of the Utah Land Use Institute book Ground Rules: Your Handbook to Utah Land Use Regulation. Some of you already have this book. For newer members, we will try to arrange to get you a copy of this helpful handbook.

ATTACHMENTS:

1. Utah Code 10-9a-401 - General Plans

Part 4

General Plan

10-9a-401 General plan required -- Content.

- (1) To accomplish the purposes of this chapter, a municipality shall prepare and adopt a comprehensive, long-range general plan for:
 - (a) present and future needs of the municipality; and
 - (b) growth and development of all or any part of the land within the municipality.
- (2) The general plan may provide for:
 - (a) health, general welfare, safety, energy conservation, transportation, prosperity, civic activities, aesthetics, and recreational, educational, and cultural opportunities;
 - (b) the reduction of the waste of physical, financial, or human resources that result from either excessive congestion or excessive scattering of population;
 - (c) the efficient and economical use, conservation, and production of the supply of:
 - (i) food and water; and
 - (ii) drainage, sanitary, and other facilities and resources;
 - (d) the use of energy conservation and solar and renewable energy resources;
 - (e) the protection of urban development;
 - (f) if the municipality is a town, the protection or promotion of moderate income housing;
 - (g) the protection and promotion of air quality;
 - (h) historic preservation;
 - (i) identifying future uses of land that are likely to require an expansion or significant modification of services or facilities provided by an affected entity; and
 - (j) an official map.
- (3)
 - (a) The general plan of a specified municipality, as defined in Section 10-9a-408, shall include a moderate income housing element that meets the requirements of Subsection 10-9a-403(2)(a)(iii).
 - (b)
 - (i) This Subsection (3)(b) applies to a municipality that is not a specified municipality as of January 1, 2023.
 - (ii) As of January 1, if a municipality described in Subsection (3)(b)(i) changes from one class to another or grows in population to qualify as a specified municipality as defined in Section 10-9a-408, the municipality shall amend the municipality's general plan to comply with Subsection (3)(a) on or before August 1 of the first calendar year beginning on January 1 in which the municipality qualifies as a specified municipality.
- (4) Subject to Subsection 10-9a-403(2), the municipality may determine the comprehensiveness, extent, and format of the general plan.

Amended by Chapter 88, 2023 General Session

10-9a-402 Information and technical assistance from the state.

Each state official, department, and agency shall:

- (1) promptly deliver any data and information requested by a municipality unless the disclosure is prohibited by Title 63G, Chapter 2, Government Records Access and Management Act; and
- (2) furnish any other technical assistance and advice that they have available to the municipality without additional cost to the municipality.

Amended by Chapter 382, 2008 General Session

10-9a-403 General plan preparation.

- (1)
 - (a) The planning commission shall provide notice, as provided in Section 10-9a-203, of the planning commission's intent to make a recommendation to the municipal legislative body for a general plan or a comprehensive general plan amendment when the planning commission initiates the process of preparing the planning commission's recommendation.
 - (b) The planning commission shall make and recommend to the legislative body a proposed general plan for the area within the municipality.
 - (c) The plan may include areas outside the boundaries of the municipality if, in the planning commission's judgment, those areas are related to the planning of the municipality's territory.
 - (d) Except as otherwise provided by law or with respect to a municipality's power of eminent domain, when the plan of a municipality involves territory outside the boundaries of the municipality, the municipality may not take action affecting that territory without the concurrence of the county or other municipalities affected.
- (2)
 - (a) At a minimum, the proposed general plan, with the accompanying maps, charts, and descriptive and explanatory matter, shall include the planning commission's recommendations for the following plan elements:
 - (i) a land use element that:
 - (A) designates the long-term goals and the proposed extent, general distribution, and location of land for housing for residents of various income levels, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land as appropriate;
 - (B) includes a statement of the projections for and standards of population density and building intensity recommended for the various land use categories covered by the plan;
 - (C) except for a city of the fifth class or a town, is coordinated to integrate the land use element with the water use and preservation element; and
 - (D) except for a city of the fifth class or a town, accounts for the effect of land use categories and land uses on water demand;
 - (ii) a transportation and traffic circulation element that:
 - (A) provides the general location and extent of existing and proposed freeways, arterial and collector streets, public transit, active transportation facilities, and other modes of transportation that the planning commission considers appropriate;
 - (B) for a municipality that has access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development around major transit investment corridors to maintain and improve the connections between housing, employment, education, recreation, and commerce;
 - (C) for a municipality that does not have access to a major transit investment corridor, addresses the municipality's plan for residential and commercial development in areas that will maintain and improve the connections between housing, transportation, employment, education, recreation, and commerce; and
 - (D) correlates with the population projections, the employment projections, and the proposed land use element of the general plan;
 - (iii) a moderate income housing element that:

- (A) provides a realistic opportunity to meet the need for additional moderate income housing within the municipality during the next five years;
- (B) for a town, may include a recommendation to implement three or more of the moderate income housing strategies described in Subsection (2)(b)(iii);
- (C) for a specified municipality, as defined in Section 10-9a-408, that does not have a fixed guideway public transit station, shall include a recommendation to implement three or more of the moderate income housing strategies described in Subsection (2)(b)(iii);
- (D) for a specified municipality, as defined in Section 10-9a-408, that has a fixed guideway public transit station, shall include a recommendation to implement five or more of the moderate income housing strategies described in Subsection (2)(b)(iii), of which one shall be the moderate income housing strategy described in Subsection (2)(b)(iii)(V), and one shall be a moderate income housing strategy described in Subsection (2)(b)(iii)(G), (H), or (Q); and
- (E) for a specified municipality, as defined in Section 10-9a-408, shall include an implementation plan as provided in Subsection (2)(c); and
- (iv) except for a city of the fifth class or a town, a water use and preservation element that addresses:
 - (A) the effect of permitted development or patterns of development on water demand and water infrastructure;
 - (B) methods of reducing water demand and per capita consumption for future development;
 - (C) methods of reducing water demand and per capita consumption for existing development; and
 - (D) opportunities for the municipality to modify the municipality's operations to eliminate practices or conditions that waste water.
- (b) In drafting the moderate income housing element, the planning commission:
 - (i) shall consider the Legislature's determination that municipalities shall facilitate a reasonable opportunity for a variety of housing, including moderate income housing:
 - (A) to meet the needs of people of various income levels living, working, or desiring to live or work in the community; and
 - (B) to allow people with various incomes to benefit from and fully participate in all aspects of neighborhood and community life;
 - (ii) for a town, may include, and for a specified municipality as defined in Section 10-9a-408, shall include, an analysis of how the municipality will provide a realistic opportunity for the development of moderate income housing within the next five years;
 - (iii) for a town, may include, and for a specified municipality as defined in Section 10-9a-408, shall include a recommendation to implement the required number of any of the following moderate income housing strategies as specified in Subsection (2)(a)(iii):
 - (A) rezone for densities necessary to facilitate the production of moderate income housing;
 - (B) demonstrate investment in the rehabilitation or expansion of infrastructure that facilitates the construction of moderate income housing;
 - (C) demonstrate investment in the rehabilitation of existing uninhabitable housing stock into moderate income housing;
 - (D) identify and utilize general fund subsidies or other sources of revenue to waive construction related fees that are otherwise generally imposed by the municipality for the construction or rehabilitation of moderate income housing;
 - (E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones;

- (F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers;
- (G) amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors;
- (H) amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities;
- (I) amend land use regulations to allow for single room occupancy developments;
- (J) implement zoning incentives for moderate income units in new developments;
- (K) preserve existing and new moderate income housing and subsidized units by utilizing a landlord incentive program, providing for deed restricted units through a grant program, or, notwithstanding Section 10-9a-535, establishing a housing loss mitigation fund;
- (L) reduce, waive, or eliminate impact fees related to moderate income housing;
- (M) demonstrate creation of, or participation in, a community land trust program for moderate income housing;
- (N) implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- (O) apply for or partner with an entity that applies for state or federal funds or tax incentives to promote the construction of moderate income housing, an entity that applies for programs offered by the Utah Housing Corporation within that agency's funding capacity, an entity that applies for affordable housing programs administered by the Department of Workforce Services, an entity that applies for affordable housing programs administered by an association of governments established by an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, an entity that applies for services provided by a public housing authority to preserve and create moderate income housing, or any other entity that applies for programs or services that promote the construction or preservation of moderate income housing;
- (P) demonstrate utilization of a moderate income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing;
- (Q) create a housing and transit reinvestment zone pursuant to Title 63N, Chapter 3, Part 6, Housing and Transit Reinvestment Zone Act;
- (R) eliminate impact fees for any accessory dwelling unit that is not an internal accessory dwelling unit as defined in Section 10-9a-530;
- (S) create a program to transfer development rights for moderate income housing;
- (T) ratify a joint acquisition agreement with another local political subdivision for the purpose of combining resources to acquire property for moderate income housing;
- (U) develop a moderate income housing project for residents who are disabled or 55 years old or older;
- (V) develop and adopt a station area plan in accordance with Section 10-9a-403.1;
- (W) create or allow for, and reduce regulations related to, multifamily residential dwellings compatible in scale and form with detached single-family residential dwellings and located in walkable communities within residential or mixed-use zones; and
- (X) demonstrate implementation of any other program or strategy to address the housing needs of residents of the municipality who earn less than 80% of the area median

- income, including the dedication of a local funding source to moderate income housing or the adoption of a land use ordinance that requires 10% or more of new residential development in a residential zone be dedicated to moderate income housing; and
- (iv) shall identify each moderate income housing strategy recommended to the legislative body for implementation by restating the exact language used to describe the strategy in Subsection (2)(b)(iii).
- (c)
- (i) In drafting the implementation plan portion of the moderate income housing element as described in Subsection (2)(a)(iii)(C), the planning commission shall recommend to the legislative body the establishment of a five-year timeline for implementing each of the moderate income housing strategies selected by the municipality for implementation.
- (ii) The timeline described in Subsection (2)(c)(i) shall:
- (A) identify specific measures and benchmarks for implementing each moderate income housing strategy selected by the municipality, whether one-time or ongoing; and
- (B) provide flexibility for the municipality to make adjustments as needed.
- (d) In drafting the land use element, the planning commission shall:
- (i) identify and consider each agriculture protection area within the municipality;
- (ii) avoid proposing a use of land within an agriculture protection area that is inconsistent with or detrimental to the use of the land for agriculture; and
- (iii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.
- (e) In drafting the transportation and traffic circulation element, the planning commission shall:
- (i)
- (A) consider and coordinate with the regional transportation plan developed by the municipality's region's metropolitan planning organization, if the municipality is within the boundaries of a metropolitan planning organization; or
- (B) consider and coordinate with the long-range transportation plan developed by the Department of Transportation, if the municipality is not within the boundaries of a metropolitan planning organization; and
- (ii) consider and coordinate with any station area plans adopted by the municipality if required under Section 10-9a-403.1.
- (f) In drafting the water use and preservation element, the planning commission:
- (i) shall consider:
- (A) applicable regional water conservation goals recommended by the Division of Water Resources; and
- (B) if Section 73-10-32 requires the municipality to adopt a water conservation plan pursuant to Section 73-10-32, the municipality's water conservation plan;
- (ii) shall include a recommendation for:
- (A) water conservation policies to be determined by the municipality; and
- (B) landscaping options within a public street for current and future development that do not require the use of lawn or turf in a parkstrip;
- (iii) shall review the municipality's land use ordinances and include a recommendation for changes to an ordinance that promotes the inefficient use of water;
- (iv) shall consider principles of sustainable landscaping, including the:
- (A) reduction or limitation of the use of lawn or turf;
- (B) promotion of site-specific landscape design that decreases stormwater runoff or runoff of water used for irrigation;

- (C) preservation and use of healthy trees that have a reasonable water requirement or are resistant to dry soil conditions;
- (D) elimination or regulation of ponds, pools, and other features that promote unnecessary water evaporation;
- (E) reduction of yard waste; and
- (F) use of an irrigation system, including drip irrigation, best adapted to provide the optimal amount of water to the plants being irrigated;
- (v) shall consult with the public water system or systems serving the municipality with drinking water regarding how implementation of the land use element and water use and preservation element may affect:
 - (A) water supply planning, including drinking water source and storage capacity consistent with Section 19-4-114; and
 - (B) water distribution planning, including master plans, infrastructure asset management programs and plans, infrastructure replacement plans, and impact fee facilities plans;
- (vi) shall consult with the Division of Water Resources for information and technical resources regarding regional water conservation goals, including how implementation of the land use element and the water use and preservation element may affect the Great Salt Lake;
- (vii) may include recommendations for additional water demand reduction strategies, including:
 - (A) creating a water budget associated with a particular type of development;
 - (B) adopting new or modified lot size, configuration, and landscaping standards that will reduce water demand for new single family development;
 - (C) providing one or more water reduction incentives for existing development such as modification of existing landscapes and irrigation systems and installation of water fixtures or systems that minimize water demand;
 - (D) discouraging incentives for economic development activities that do not adequately account for water use or do not include strategies for reducing water demand; and
 - (E) adopting water concurrency standards requiring that adequate water supplies and facilities are or will be in place for new development; and
- (viii) for a town, may include, and for another municipality, shall include, a recommendation for low water use landscaping standards for a new:
 - (A) commercial, industrial, or institutional development;
 - (B) common interest community, as defined in Section 57-25-102; or
 - (C) multifamily housing project.
- (3) The proposed general plan may include:
 - (a) an environmental element that addresses:
 - (i) the protection, conservation, development, and use of natural resources, including the quality of:
 - (A) air;
 - (B) forests;
 - (C) soils;
 - (D) rivers;
 - (E) groundwater and other waters;
 - (F) harbors;
 - (G) fisheries;
 - (H) wildlife;
 - (I) minerals; and
 - (J) other natural resources; and
 - (ii)

- (A) the reclamation of land, flood control, prevention and control of the pollution of streams and other waters;
- (B) the regulation of the use of land on hillsides, stream channels and other environmentally sensitive areas;
- (C) the prevention, control, and correction of the erosion of soils;
- (D) the preservation and enhancement of watersheds and wetlands; and
- (E) the mapping of known geologic hazards;
- (b) a public services and facilities element showing general plans for sewage, water, waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them, police and fire protection, and other public services;
- (c) a rehabilitation, redevelopment, and conservation element consisting of plans and programs for:
 - (i) historic preservation;
 - (ii) the diminution or elimination of a development impediment as defined in Section 17C-1-102; and
 - (iii) redevelopment of land, including housing sites, business and industrial sites, and public building sites;
- (d) an economic element composed of appropriate studies and forecasts, as well as an economic development plan, which may include review of existing and projected municipal revenue and expenditures, revenue sources, identification of basic and secondary industry, primary and secondary market areas, employment, and retail sales activity;
- (e) recommendations for implementing all or any portion of the general plan, including the adoption of land and water use ordinances, capital improvement plans, community development and promotion, and any other appropriate action;
- (f) provisions addressing any of the matters listed in Subsection 10-9a-401(2) or (3); and
- (g) any other element the municipality considers appropriate.

Amended by Chapter 88, 2023 General Session

Amended by Chapter 219, 2023 General Session

Amended by Chapter 238, 2023 General Session

10-9a-403.1 Station area plan requirements -- Contents -- Review and certification by applicable metropolitan planning organization.

(1) As used in this section:

- (a) "Applicable metropolitan planning organization" means the metropolitan planning organization that has jurisdiction over the area in which a fixed guideway public transit station is located.
- (b) "Applicable public transit district" means the public transit district, as defined in Section 17B-2a-802, of which a fixed guideway public transit station is included.
- (c) "Existing fixed guideway public transit station" means a fixed guideway public transit station for which construction begins before June 1, 2022.
- (d) "Fixed guideway" means the same as that term is defined in Section 59-12-102.
- (e) "Metropolitan planning organization" means an organization established under 23 U.S.C. Sec. 134.
- (f) "New fixed guideway public transit station" means a fixed guideway public transit station for which construction begins on or after June 1, 2022.
- (g) "Qualifying land use petition" means a petition:
 - (i) that involves land located within a station area for an existing public transit station that provides rail services;

- (ii) that involves land located within a station area for which the municipality has not yet satisfied the requirements of Subsection (2)(a);
 - (iii) that proposes the development of an area greater than five contiguous acres, with no less than 51% of the acreage within the station area;
 - (iv) that would require the municipality to amend the municipality's general plan or change a zoning designation for the land use application to be approved;
 - (v) that would require a higher density than the density currently allowed by the municipality;
 - (vi) that proposes the construction of new residential units, at least 10% of which are dedicated to moderate income housing; and
 - (vii) for which the land use applicant requests the municipality to initiate the process of satisfying the requirements of Subsection (2)(a) for the station area in which the development is proposed, subject to Subsection (3)(d).
- (h)
- (i) "Station area" means:
 - (A) for a fixed guideway public transit station that provides rail services, the area within a one-half mile radius of the center of the fixed guideway public transit station platform; or
 - (B) for a fixed guideway public transit station that provides bus services only, the area within a one-fourth mile radius of the center of the fixed guideway public transit station platform.
 - (ii) "Station area" includes any parcel bisected by the radius limitation described in Subsection (1)(h)(i)(A) or (B).
- (i) "Station area plan" means a plan that:
- (i) establishes a vision, and the actions needed to implement that vision, for the development of land within a station area; and
 - (ii) is developed and adopted in accordance with this section.
- (2)
- (a) Subject to the requirements of this section, a municipality that has a fixed guideway public transit station located within the municipality's boundaries shall, for the station area:
 - (i) develop and adopt a station area plan; and
 - (ii) adopt any appropriate land use regulations to implement the station area plan.
 - (b) The requirements of Subsection (2)(a) shall be considered satisfied if:
 - (i)
 - (A) the municipality has already adopted plans or ordinances, approved land use applications, approved agreements or financing, or investments have been made, before June 1, 2022, that substantially promote each of the objectives in Subsection (7)(a) within the station area, and can demonstrate that such plans, ordinances, approved land use applications, approved agreements or financing, or investments are still relevant to making meaningful progress towards achieving such objectives; and
 - (B) the municipality adopts a resolution finding that the objectives of Subsection (7)(a) have been substantially promoted.
 - (ii)
 - (A) the municipality has determined that conditions exist that make satisfying a portion or all of the requirements of Subsection (2)(a) for a station area impracticable, including conditions that relate to existing development, entitlements, land ownership, land uses that make opportunities for new development and long-term redevelopment infeasible, environmental limitations, market readiness, development impediment conditions, or other similar conditions; and
 - (B) the municipality adopts a resolution describing the conditions that exist to make satisfying the requirements of Subsection (2)(a) impracticable.

- (c) To the extent that previous actions by a municipality do not satisfy the requirements of Subsection (2)(a) for a station area, the municipality shall take the actions necessary to satisfy those requirements.

(3)

- (a) A municipality that has a new fixed guideway public transit station located within the municipality's boundaries shall satisfy the requirements of Subsection (2)(a) for the station area surrounding the new fixed guideway public transit station before the new fixed guideway public transit station begins transit services.
- (b) Except as provided in Subsections (3)(c) and (d), a municipality that has an existing fixed guideway public transit station located within the municipality's boundaries shall satisfy the requirements of Subsection (2)(a) for the station area surrounding the existing fixed guideway public transit station on or before December 31, 2025.
- (c) If a municipality has more than four existing fixed guideway public transit stations located within the municipality's boundaries, the municipality shall:
 - (i) on or before December 31, 2025, satisfy the requirements of Subsection (2)(a) for four or more station areas located within the municipality; and
 - (ii) on or before December 31 of each year thereafter, satisfy the requirements of Subsection (2)(a) for no less than two station areas located within the municipality until the municipality has satisfied the requirements of Subsection (2)(a) for each station area located within the municipality.

(d)

- (i) Subject to Subsection (3)(d)(ii):
 - (A) if a municipality receives a complete qualifying land use petition on or before July 1, 2022, the municipality shall satisfy the requirements of Subsection (2)(a) for the station area in which the development is proposed on or before July 1, 2023; and
 - (B) if a municipality receives a complete qualifying land use petition after July 1, 2022, the municipality shall satisfy the requirements of Subsection (2)(a) for the station area in which the development is proposed within a 12-month period beginning on the first day of the month immediately following the month in which the qualifying land use petition is submitted to the municipality, and shall notify the applicable metropolitan planning organization of the receipt of the qualified land use petition within 45 days of the date of receipt.

(ii)

- (A) A municipality is not required to satisfy the requirements of Subsection (2)(a) for more than two station areas under Subsection (3)(d)(i) within any 12-month period.
- (B) If a municipality receives more than two complete qualifying land use petitions on or before July 1, 2022, the municipality shall select two station areas for which the municipality will satisfy the requirements of Subsection (2)(a) in accordance with Subsection (3)(d)(i)(A).
- (iii) A municipality shall process on a first priority basis a land use application, including an application for a building permit, if:
 - (A) the land use application is for a residential use within a station area for which the municipality has not satisfied the requirements of Subsection (2)(a); and
 - (B) the municipality would be required to change a zoning designation for the land use application to be approved.
- (e) Notwithstanding Subsections (3)(a) through (d), the time period for satisfying the requirements of Subsection (2)(a) for a station area may be extended once for a period of 12 months if:

- (i) the municipality demonstrates to the applicable metropolitan planning organization that conditions exist that make satisfying the requirements of Subsection (2)(a) within the required time period infeasible, despite the municipality's good faith efforts; and
 - (ii) the applicable metropolitan planning organization certifies to the municipality in writing that the municipality satisfied the demonstration in Subsection (3)(e)(i).
- (4)
 - (a) Except as provided in Subsection (4)(b), if a station area is included within the boundaries of more than one municipality, each municipality with jurisdiction over the station area shall satisfy the requirements of Subsection (2)(a) for the portion of the station area over which the municipality has jurisdiction.
 - (b) Two or more municipalities with jurisdiction over a station area may coordinate to develop a shared station area plan for the entire station area.
- (5) A municipality that has more than one fixed guideway public transit station located within the municipality may, through an integrated process, develop station area plans for multiple station areas if the station areas are within close proximity of each other.
- (6)
 - (a) A municipality that is required to develop and adopt a station area plan under this section may request technical assistance from the applicable metropolitan planning organization.
 - (b) An applicable metropolitan planning organization that receives funds from the Governor's Office of Economic Opportunity under Section 63N-3-113 shall, when utilizing the funds, give priority consideration to requests for technical assistance for station area plans required under Subsection (3)(d).
- (7)
 - (a) A station area plan shall promote the following objectives within the station area:
 - (i) increasing the availability and affordability of housing, including moderate income housing;
 - (ii) promoting sustainable environmental conditions;
 - (iii) enhancing access to opportunities; and
 - (iv) increasing transportation choices and connections.
 - (b)
 - (i) To promote the objective described in Subsection (7)(a)(i), a municipality may consider implementing the following actions:
 - (A) aligning the station area plan with the moderate income housing element of the municipality's general plan;
 - (B) providing for densities necessary to facilitate the development of moderate income housing;
 - (C) providing for affordable costs of living in connection with housing, transportation, and parking; or
 - (D) any other similar action that promotes the objective described in Subsection (7)(a)(i).
 - (ii) To promote the objective described in Subsection (7)(a)(ii), a municipality may consider implementing the following actions:
 - (A) conserving water resources through efficient land use;
 - (B) improving air quality by reducing fuel consumption and motor vehicle trips;
 - (C) establishing parks, open spaces, and recreational opportunities; or
 - (D) any other similar action that promotes the objective described in Subsection (7)(a)(ii).
 - (iii) To promote the objective described in Subsection (7)(a)(iii), a municipality may consider the following actions:
 - (A) maintaining and improving the connections between housing, transit, employment, education, recreation, and commerce;

- (B) encouraging mixed-use development;
- (C) enabling employment and educational opportunities within the station area;
- (D) encouraging and promoting enhanced broadband connectivity; or
- (E) any other similar action that promotes the objective described in Subsection (7)(a)(iii).
- (iv) To promote the objective described in Subsection (7)(a)(iv), a municipality may consider the following:
 - (A) supporting investment in infrastructure for all modes of transportation;
 - (B) increasing utilization of public transit;
 - (C) encouraging safe streets through the designation of pedestrian walkways and bicycle lanes;
 - (D) encouraging manageable and reliable traffic conditions;
 - (E) aligning the station area plan with the regional transportation plan of the applicable metropolitan planning organization; or
 - (F) any other similar action that promotes the objective described in Subsection (7)(a)(iv).
- (8) A station area plan shall include the following components:
 - (a) a station area vision that:
 - (i) is consistent with Subsection (7); and
 - (ii) describes the following:
 - (A) opportunities for the development of land within the station area under existing conditions;
 - (B) constraints on the development of land within the station area under existing conditions;
 - (C) the municipality's objectives for the transportation system within the station area and the future transportation system that meets those objectives;
 - (D) the municipality's objectives for land uses within the station area and the future land uses that meet those objectives;
 - (E) the municipality's objectives for public and open spaces within the station area and the future public and open spaces that meet those objectives; and
 - (F) the municipality's objectives for the development of land within the station area and the future development standards that meet those objectives;
 - (b) a map that depicts:
 - (i) the station area;
 - (ii) the area within the station area to which the station area plan applies, provided that the station area plan may apply to areas outside the station area, and the station area plan is not required to apply to the entire station area; and
 - (iii) the area where each action is needed to implement the station area plan;
 - (c) an implementation plan that identifies and describes each action needed within the next five years to implement the station area plan, and the party responsible for taking each action, including any actions to:
 - (i) modify land use regulations;
 - (ii) make infrastructure improvements;
 - (iii) modify deeds or other relevant legal documents;
 - (iv) secure funding or develop funding strategies;
 - (v) establish design standards for development within the station area; or
 - (vi) provide environmental remediation;
 - (d) a statement that explains how the station area plan promotes the objectives described in Subsection (7)(a); and
 - (e) as an alternative or supplement to the requirements of Subsection (7) or this Subsection (8), and for purposes of Subsection (2)(b)(ii), a statement that describes any conditions that would make the following impracticable:

- (i) promoting the objectives described in Subsection (7)(a); or
 - (ii) satisfying the requirements of this Subsection (8).
- (9) A municipality shall develop a station area plan with the involvement of all relevant stakeholders that have an interest in the station area through public outreach and community engagement, including:
 - (a) other impacted communities;
 - (b) the applicable public transit district;
 - (c) the applicable metropolitan planning organization;
 - (d) the Department of Transportation;
 - (e) owners of property within the station area; and
 - (f) the municipality's residents and business owners.
- (10)
 - (a) A municipality that is required to develop and adopt a station area plan for a station area under this section shall submit to the applicable metropolitan planning organization and the applicable public transit district documentation evidencing that the municipality has satisfied the requirement of Subsection (2)(a)(i) for the station area, including:
 - (i) a station area plan; or
 - (ii) a resolution adopted under Subsection (2)(b)(i) or (ii).
 - (b) The applicable metropolitan planning organization, in consultation with the applicable public transit district, shall:
 - (i) review the documentation submitted under Subsection (10)(a) to determine the municipality's compliance with this section; and
 - (ii) provide written certification to the municipality if the applicable metropolitan planning organization determines that the municipality has satisfied the requirement of Subsection (2)(a)(i) for the station area.
 - (c) The municipality shall include the certification described in Subsection (10)(b)(ii) in the municipality's report to the Department of Workforce Services under Section 10-9a-408.

Amended by Chapter 219, 2023 General Session

10-9a-404 Public hearing by planning commission on proposed general plan or amendment -- Notice -- Revisions to general plan or amendment -- Adoption or rejection by legislative body.

- (1)
 - (a) After completing the planning commission's recommendation for a proposed general plan, or proposal to amend the general plan, the planning commission shall schedule and hold a public hearing on the proposed plan or amendment.
 - (b) The planning commission shall provide notice of the public hearing, as required by Section 10-9a-204.
 - (c) After the public hearing, the planning commission may modify the proposed general plan or amendment.
- (2) The planning commission shall forward the proposed general plan or amendment to the legislative body.
- (3)
 - (a) The legislative body may adopt, reject, or make any revisions to the proposed general plan or amendment that the legislative body considers appropriate.

- (b) If the municipal legislative body rejects the proposed general plan or amendment, the legislative body may provide suggestions to the planning commission for the planning commission's review and recommendation.
- (4) The legislative body shall adopt:
 - (a) a land use element as provided in Subsection 10-9a-403(2)(a)(i);
 - (b) a transportation and traffic circulation element as provided in Subsection 10-9a-403(2)(a)(ii);
 - (c) for a specified municipality as defined in Section 10-9a-408, a moderate income housing element as provided in Subsection 10-9a-403(2)(a)(iii); and
 - (d) except for a city of the fifth class or a town, on or before December 31, 2025, a water use and preservation element as provided in Subsection 10-9a-403(2)(a)(iv).

Amended by Chapter 282, 2022 General Session

Amended by Chapter 406, 2022 General Session

10-9a-405 Effect of general plan.

Except as provided in Section 10-9a-406, the general plan is an advisory guide for land use decisions, the impact of which shall be determined by ordinance.

Enacted by Chapter 254, 2005 General Session

10-9a-406 Public uses to conform to general plan.

After the legislative body has adopted a general plan, no street, park, or other public way, ground, place, or space, no publicly owned building or structure, and no public utility, whether publicly or privately owned, may be constructed or authorized until and unless it conforms to the current general plan.

Renumbered and Amended by Chapter 254, 2005 General Session

10-9a-407 Effect of official maps.

- (1) Municipalities may adopt an official map.
- (2)
 - (a) An official map does not:
 - (i) require a landowner to dedicate and construct a street as a condition of development approval, except under circumstances provided in Subsection (2)(b)(iii); or
 - (ii) require a municipality to immediately acquire property it has designated for eventual use as a public street.
 - (b) This section does not prohibit a municipality from:
 - (i) recommending that an applicant consider and accommodate the location of the proposed streets in the planning of a development proposal in a manner that is consistent with Section 10-9a-508;
 - (ii) acquiring the property through purchase, gift, voluntary dedication, or eminent domain; or
 - (iii) requiring the dedication and improvement of a street if the street is found necessary by the municipality because of a proposed development and if the dedication and improvement are consistent with Section 10-9a-508.

Renumbered and Amended by Chapter 254, 2005 General Session

10-9a-408 Moderate income housing report -- Contents -- Prioritization for funds or projects -- Ineligibility for funds after noncompliance -- Civil actions.

(1) As used in this section:

- (a) "Division" means the Housing and Community Development Division within the Department of Workforce Services.
- (b) "Implementation plan" means the implementation plan adopted as part of the moderate income housing element of a specified municipality's general plan as provided in Subsection 10-9a-403(2)(c).
- (c) "Initial report" or "initial moderate income housing report" means the one-time report described in Subsection (2).
- (d) "Moderate income housing strategy" means a strategy described in Subsection 10-9a-403(2)(b)(iii).
- (e) "Report" means an initial report or a subsequent progress report.
- (f) "Specified municipality" means:
 - (i) a city of the first, second, third, or fourth class;
 - (ii) a city of the fifth class with a population of 5,000 or more, if the city is located within a county of the first, second, or third class; or
 - (iii) a metro township with a population of 5,000 or more.
- (g) "Subsequent progress report" means the annual report described in Subsection (3).

(2)

- (a) The legislative body of a specified municipality shall submit an initial report to the division.
- (b)
 - (i) This Subsection (2)(b) applies to a municipality that is not a specified municipality as of January 1, 2023.
 - (ii) As of January 1, if a municipality described in Subsection (2)(b)(i) changes from one class to another or grows in population to qualify as a specified municipality, the municipality shall submit an initial plan to the division on or before August 1 of the first calendar year beginning on January 1 in which the municipality qualifies as a specified municipality.
- (c) The initial report shall:
 - (i) identify each moderate income housing strategy selected by the specified municipality for continued, ongoing, or one-time implementation, restating the exact language used to describe the moderate income housing strategy in Subsection 10-9a-403(2)(b)(iii); and
 - (ii) include an implementation plan.

(3)

- (a) After the division approves a specified municipality's initial report under this section, the specified municipality shall, as an administrative act, annually submit to the division a subsequent progress report on or before August 1 of each year after the year in which the specified municipality is required to submit the initial report.
- (b) The subsequent progress report shall include:
 - (i) subject to Subsection (3)(c), a description of each action, whether one-time or ongoing, taken by the specified municipality during the previous 12-month period to implement the moderate income housing strategies identified in the initial report for implementation;
 - (ii) a description of each land use regulation or land use decision made by the specified municipality during the previous 12-month period to implement the moderate income housing strategies, including an explanation of how the land use regulation or land use decision supports the specified municipality's efforts to implement the moderate income housing strategies;

- (iii) a description of any barriers encountered by the specified municipality in the previous 12-month period in implementing the moderate income housing strategies;
 - (iv) information regarding the number of internal and external or detached accessory dwelling units located within the specified municipality for which the specified municipality:
 - (A) issued a building permit to construct; or
 - (B) issued a business license or comparable license or permit to rent;
 - (v) a description of how the market has responded to the selected moderate income housing strategies, including the number of entitled moderate income housing units or other relevant data; and
 - (vi) any recommendations on how the state can support the specified municipality in implementing the moderate income housing strategies.
- (c) For purposes of describing actions taken by a specified municipality under Subsection (3)(b)(i), the specified municipality may include an ongoing action taken by the specified municipality prior to the 12-month reporting period applicable to the subsequent progress report if the specified municipality:
 - (i) has already adopted an ordinance, approved a land use application, made an investment, or approved an agreement or financing that substantially promotes the implementation of a moderate income housing strategy identified in the initial report; and
 - (ii) demonstrates in the subsequent progress report that the action taken under Subsection (3)(c)(i) is relevant to making meaningful progress towards the specified municipality's implementation plan.
- (d) A specified municipality's report shall be in a form:
 - (i) approved by the division; and
 - (ii) made available by the division on or before May 1 of the year in which the report is required.
- (4) Within 90 days after the day on which the division receives a specified municipality's report, the division shall:
 - (a) post the report on the division's website;
 - (b) send a copy of the report to the Department of Transportation, the Governor's Office of Planning and Budget, the association of governments in which the specified municipality is located, and, if the specified municipality is located within the boundaries of a metropolitan planning organization, the appropriate metropolitan planning organization; and
 - (c) subject to Subsection (5), review the report to determine compliance with this section.
- (5)
 - (a) An initial report does not comply with this section unless the report:
 - (i) includes the information required under Subsection (2)(c);
 - (ii) demonstrates to the division that the specified municipality made plans to implement:
 - (A) three or more moderate income housing strategies if the specified municipality does not have a fixed guideway public transit station; or
 - (B) subject to Subsection 10-9a-403(2)(b)(iv), five or more moderate income housing strategies if the specified municipality has a fixed guideway public transit station; and
 - (iii) is in a form approved by the division.
 - (b) A subsequent progress report does not comply with this section unless the report:
 - (i) demonstrates to the division that the specified municipality made plans to implement:
 - (A) three or more moderate income housing strategies if the specified municipality does not have a fixed guideway public transit station; or
 - (B) subject to the requirements of Subsection 10-9a-403(2)(a)(iii)(D), five or more moderate income housing strategies if the specified municipality has a fixed guideway public transit station;

- (ii) is in a form approved by the division; and
- (iii) provides sufficient information for the division to:
 - (A) assess the specified municipality's progress in implementing the moderate income housing strategies;
 - (B) monitor compliance with the specified municipality's implementation plan;
 - (C) identify a clear correlation between the specified municipality's land use regulations and land use decisions and the specified municipality's efforts to implement the moderate income housing strategies;
 - (D) identify how the market has responded to the specified municipality's selected moderate income housing strategies; and
 - (E) identify any barriers encountered by the specified municipality in implementing the selected moderate income housing strategies.
- (6)
 - (a) A specified municipality qualifies for priority consideration under this Subsection (6) if the specified municipality's report:
 - (i) complies with this section; and
 - (ii) demonstrates to the division that the specified municipality made plans to implement:
 - (A) five or more moderate income housing strategies if the specified municipality does not have a fixed guideway public transit station; or
 - (B) six or more moderate income housing strategies if the specified municipality has a fixed guideway public transit station.
 - (b) The Transportation Commission may, in accordance with Subsection 72-1-304(3)(c), give priority consideration to transportation projects located within the boundaries of a specified municipality described in Subsection (6)(a) until the Department of Transportation receives notice from the division under Subsection (6)(e).
 - (c) Upon determining that a specified municipality qualifies for priority consideration under this Subsection (6), the division shall send a notice of prioritization to the legislative body of the specified municipality and the Department of Transportation.
 - (d) The notice described in Subsection (6)(c) shall:
 - (i) name the specified municipality that qualifies for priority consideration;
 - (ii) describe the funds or projects for which the specified municipality qualifies to receive priority consideration; and
 - (iii) state the basis for the division's determination that the specified municipality qualifies for priority consideration.
 - (e) The division shall notify the legislative body of a specified municipality and the Department of Transportation in writing if the division determines that the specified municipality no longer qualifies for priority consideration under this Subsection (6).
- (7)
 - (a) If the division, after reviewing a specified municipality's report, determines that the report does not comply with this section, the division shall send a notice of noncompliance to the legislative body of the specified municipality.
 - (b) A specified municipality that receives a notice of noncompliance may:
 - (i) cure each deficiency in the report within 90 days after the day on which the notice of noncompliance is sent; or
 - (ii) request an appeal of the division's determination of noncompliance within 10 days after the day on which the notice of noncompliance is sent.
 - (c) The notice described in Subsection (7)(a) shall:
 - (i) describe each deficiency in the report and the actions needed to cure each deficiency;

- (ii) state that the specified municipality has an opportunity to:
 - (A) submit to the division a corrected report that cures each deficiency in the report within 90 days after the day on which the notice of compliance is sent; or
 - (B) submit to the division a request for an appeal of the division's determination of noncompliance within 10 days after the day on which the notice of noncompliance is sent; and
- (iii) state that failure to take action under Subsection (7)(c)(ii) will result in the specified municipality's ineligibility for funds under Subsection (9).
- (d) For purposes of curing the deficiencies in a report under this Subsection (7), if the action needed to cure the deficiency as described by the division requires the specified municipality to make a legislative change, the specified municipality may cure the deficiency by making that legislative change within the 90-day cure period.
- (e)
 - (i) If a specified municipality submits to the division a corrected report in accordance with Subsection (7)(b)(i) and the division determines that the corrected report does not comply with this section, the division shall send a second notice of noncompliance to the legislative body of the specified municipality within 30 days after the day on which the corrected report is submitted.
 - (ii) A specified municipality that receives a second notice of noncompliance may submit to the division a request for an appeal of the division's determination of noncompliance within 10 days after the day on which the second notice of noncompliance is sent.
 - (iii) The notice described in Subsection (7)(e)(i) shall:
 - (A) state that the specified municipality has an opportunity to submit to the division a request for an appeal of the division's determination of noncompliance within 10 days after the day on which the second notice of noncompliance is sent; and
 - (B) state that failure to take action under Subsection (7)(e)(iii)(A) will result in the specified municipality's ineligibility for funds under Subsection (9).
- (8)
 - (a) A specified municipality that receives a notice of noncompliance under Subsection (7)(a) or (7)(e)(i) may request an appeal of the division's determination of noncompliance within 10 days after the day on which the notice of noncompliance is sent.
 - (b) Within 90 days after the day on which the division receives a request for an appeal, an appeal board consisting of the following three members shall review and issue a written decision on the appeal:
 - (i) one individual appointed by the Utah League of Cities and Towns;
 - (ii) one individual appointed by the Utah Homebuilders Association; and
 - (iii) one individual appointed by the presiding member of the association of governments, established pursuant to an interlocal agreement under Title 11, Chapter 13, Interlocal Cooperation Act, of which the specified municipality is a member.
 - (c) The written decision of the appeal board shall either uphold or reverse the division's determination of noncompliance.
 - (d) The appeal board's written decision on the appeal is final.
- (9)
 - (a) A specified municipality is ineligible for funds under this Subsection (9) if:
 - (i) the specified municipality fails to submit a report to the division;
 - (ii) after submitting a report to the division, the division determines that the report does not comply with this section and the specified municipality fails to:

- (A) cure each deficiency in the report within 90 days after the day on which the notice of noncompliance is sent; or
- (B) request an appeal of the division's determination of noncompliance within 10 days after the day on which the notice of noncompliance is sent;
- (iii) after submitting to the division a corrected report to cure the deficiencies in a previously-submitted report, the division determines that the corrected report does not comply with this section and the specified municipality fails to request an appeal of the division's determination of noncompliance within 10 days after the day on which the second notice of noncompliance is sent; or
- (iv) after submitting a request for an appeal under Subsection (8), the appeal board issues a written decision upholding the division's determination of noncompliance.
- (b) The following apply to a specified municipality described in Subsection (9)(a) until the division provides notice under Subsection (9)(e):
 - (i) the executive director of the Department of Transportation may not program funds from the Transportation Investment Fund of 2005, including the Transit Transportation Investment Fund, to projects located within the boundaries of the specified municipality in accordance with Subsection 72-2-124(5);
 - (ii) beginning with a report submitted in 2024, the specified municipality shall pay a fee to the Olene Walker Housing Loan Fund in the amount of \$250 per day that the specified municipality:
 - (A) fails to submit the report to the division in accordance with this section, beginning the day after the day on which the report was due; or
 - (B) fails to cure the deficiencies in the report, beginning the day after the day by which the cure was required to occur as described in the notice of noncompliance under Subsection (7); and
 - (iii) beginning with the report submitted in 2025, the specified municipality shall pay a fee to the Olene Walker Housing Loan Fund in the amount of \$500 per day that the specified municipality, in a consecutive year:
 - (A) fails to submit the report to the division in accordance with this section, beginning the day after the day on which the report was due; or
 - (B) fails to cure the deficiencies in the report, beginning the day after the day by which the cure was required to occur as described in the notice of noncompliance under Subsection (6).
- (c) Upon determining that a specified municipality is ineligible for funds under this Subsection (9), and is required to pay a fee under Subsection (9)(b), if applicable, the division shall send a notice of ineligibility to the legislative body of the specified municipality, the Department of Transportation, the State Tax Commission and the Governor's Office of Planning and Budget.
- (d) The notice described in Subsection (9)(c) shall:
 - (i) name the specified municipality that is ineligible for funds;
 - (ii) describe the funds for which the specified municipality is ineligible to receive;
 - (iii) describe the fee the specified municipality is required to pay under Subsection (9)(b), if applicable, and
 - (iv) state the basis for the division's determination that the specified municipality is ineligible for funds.
- (e) The division shall notify the legislative body of a specified municipality and the Department of Transportation in writing if the division determines that the provisions of this Subsection (9) no longer apply to the specified municipality.

- (f) The division may not determine that a specified municipality that is required to pay a fee under Subsection (9)(b) is in compliance with the reporting requirements of this section until the specified municipality pays all outstanding fees required under Subsection (9)(b) to the Olene Walker Housing Loan Fund, created under Title 35A, Chapter 8, Part 5, Olene Walker Housing Loan Fund.
- (10) In a civil action seeking enforcement or claiming a violation of this section or of Subsection 10-9a-404(4)(c), a plaintiff may not recover damages but may be awarded only injunctive or other equitable relief.

Amended by Chapter 88, 2023 General Session, (Coordination Clause)

Amended by Chapter 88, 2023 General Session

Amended by Chapter 501, 2023 General Session

Amended by Chapter 529, 2023 General Session

**PLANNING
COMMISSION**

Staff Report
6/14/2023

Item No. 1.

Title: Community Development Director's Report

Initiated By: Planning Commission

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

Next Planning Commission Meeting - **June 24, 2023**

Tentative Items:

- Conceptual Site Plan, Multi-family Expansion - Pheasant Brook Development
- Rezone, Planned Development Overlay Request - Jesen Family Subdivision
- Conceptual Subdivision, Jensen Family Subdivision

Request for Ad-hoc Selection Committee Appointments - 2 Commissioners for General Plan Request for Proposals Review

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:



CENTERVILLE
city

PLANNING COMMISSION

Staff Report
6/14/2023

Item No. 1.

Title: Minutes Review and Approval

Initiated By:

Staff Representative:

SUBJECT:

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 5-24-23 PC Minutes

1 **PLANNING COMMISSION MINUTES OF MEETING**

2 **Wednesday, May 24, 2023**

3 **7:00 p.m.**

4
5 A quorum being present at City Hall, 250 North Main Street, Centerville, Utah, the
6 meeting of the Centerville City Planning Commission was called to order at 7:00 p.m.

7
8 **MEMBERS PRESENT**

9 Shawn Hoth

10 Matt Larsen, Vice Chair

11 Tyler Moss

12 LaRae Patterson

13 Heidi Shegrud, Chair

14
15 **MEMBERS ABSENT**

16 Kevin Daly

17 Mason Kjar

18
19 **STAFF PRESENT**

20 Cory Snyder, Community Development Director

21 Lisa Romney, City Attorney

22 Whitney Black, Assistant Planner

23
24 **VISITORS**

25 Sam Nelson, Stokes Stevenson

26 Chad Morris, South Davis Home Rentals, LLC

27
28 **LEGISLATIVE PRAYER OR THOUGHT** Commissioner Moss

29
30 New Planning Commissioner LaRae Patterson introduced herself, and said serving on
31 the Planning Commission felt right.

32
33 **PLEDGE OF ALLEGIANCE**

34
35 City Attorney Lisa Romney explained that legislative decisions were decisions made by
36 the City Council to set policy, and administrative decisions were decisions that implemented
37 policy.

38
39 **FINAL SITE PLAN, CENTERVILLE INDUSTRIAL FLEX DEVELOPMENT**

40
41 Community Development Director Cory Snyder explained the proposed Final Site Plan
42 for industrial flex development of three buildings on approximately 16.85 acres of land, a portion
43 of which was located within Centerville generally at 1200 West 50 South, was interdependent
44 with the adjoining Trinity Development Final Site Plan, which was acknowledged in proposed
45 conditions for approval.

46
47 Sam Nelson with Stokes Stevenson expressed appreciation to staff for helping make
48 sure conditions were met. The Planning Commission and staff discussed the proposed Final
49 Site Plan. Mr. Snyder answered questions about building height and road width. Chair Shegrud
50 commented that the landscaping plan looked good.

51
52 Commissioner Hoth **moved** to approve the Final Site Plan for the proposed Centerville
53 Industrial Flex Development located generally at 1200 West 50 South with the following
54 conditions and reasons for action. Commissioner Larsen seconded the motion, which passed by
55 unanimous vote (5-0).

Conditions:

1. This Final Site Plan Approval is restricted to the development of the property, as submitted to the City with the Final Site Plan Application, or as amended by this approval.
2. This Final Site Plan may be amended in the future in accordance with the City's Administrative Approval processes.
3. The Final Site Plan shall be altered in a manner to address the following:
 - a. The maximum building height shall be limited to 35 feet, subject to the height exceptions allowed by the Zoning Ordinance of CZC 12.55.120.
 - b. All two-way parking lot drive aisles shall be corrected to have at least a minimum width of 25 feet.
 - c. The maximum height for parking lot pole lighting shall not exceed 25 feet.
 - d. The Final Site Plan shall further address the screening of roof equipment and/or ground equipment, as per CZC 12.51.110.
 - e. Utility service easements will need to be identified and accepted by the prevailing city or agency providing needed utility services.
 - f. Provide the needed cross-access through an appropriate recordable agreement, as deemed acceptable by the City Engineer and Attorney.
 - g. All alterations listed in this section shall be reviewed and approved by the Zoning Administrator, as part of the issuance of any project construction permit.
 - h. Any dispute regarding compliance with these listed items shall be returned to the Centerville City Planning Commission for resolution.
4. The Final Site Plan is conditionally approved assuming the use of the property is industrial flex development consisting of unidentified general manufacturing uses which would require 447 parking stalls. If all the building users employ a substantial number of actual employees, the parking count (highest shift) may change and/or not comply, which may require additional parking subject to a Site Plan Amendment Approval process.
5. All site and wall signage are required to obtain a separate permit and must be reviewed by staff for approval at the time a sign permit application is submitted, which shall comply with CZC 12-54.
6. Where deemed applicable by the City Engineer, all public street improvements shall be repaired, upgraded, or provided where missing, as required by CZC 12.55.190.
7. The Final Site Plan Approval shall remain subject to the City Engineer's review and approval of the improvement construction drawings or applicable needed alterations, including any applicable public improvements and public landscaping bonding, as deemed applicable by the City Engineer in accordance with City ordinances.
8. This Final Site Plan Approval is conditioned upon the required site remedies regarding the existing nonconformity status of the original Trinity operations and site (see CZC 12.21.080). Due to the past spatial extent of this existing use, the Centerville Flex property is also being considered as a "development phase," in accordance with CZC 12.110(f). Therefore, this approval is contingent on the parallel approval of the Trinity Site, which shall require both properties to be developed simultaneously, with regards to the jointly integrated construction of needed utilities and services.
9. A portion of this Final Site Plan and its proposed development is outside of the City limits of Centerville (i.e., West Bountiful) and has been reviewed utilizing the Centerville City I-VH standards in accordance with the MOU between the cities and the developer. However, this final site plan approval is not a guarantee, sanction and/or to be deemed a final approval by West Bountiful.
10. Due to the nature of this proposed development being located in multiple municipal jurisdictions, this Final Site Plan Approval shall NOT become effective or valid until

both Centerville City and West Bountiful City have entered into an interlocal agreement between them regarding the provision of services and other applicable joint municipal issue regarding the project.

11. In accordance with CZC 12.21.110(c)(3), when site plan approval is required, no building permit for the construction of any building, structure, or other improvement to the site shall be issued prior to approval of the required plan. No clearing, grubbing, grading, drainage work, parking lot construction or other site improvement shall be undertaken prior to obtaining the required Final Site Plan approvals from both Centerville City and West Bountiful City.
12. If an interlocal agreement is not obtained between these cities, then this Final Site Plan may be amended to remove and reconfigure the site to eliminate property outside of Centerville City, in accordance with submitted Amended Site Plan Application, which shall return to the Centerville City Planning Commission for review and approval or shall become null and void.
13. This Final Site Plan Approval shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within one year or not substantially completed within two years from the date of Final Site Plan Approval.

Reasons for action:

- a. The Planning Commission finds that after considering the goals and objectives of the West Centerville Neighborhood Plan, as also reviewed in the related staff reports, the Final Site Plan can be deemed consistent with the City's General Plan.
- b. The Planning Commission finds after considering the applicable development standards of the I-VH Zone, the proposed Final Site Plan with the conditions imposed does comply with the expected Zoning and applicable municipal code standards, as also reviewed in the related Staff Reports of February 22, 2023 and May 24, 2023.
- c. Therefore, the Planning Commission finds that Final Site Plan Approval, with the conditions imposed, is warranted for the proposed development of the properties.

AMENDED FINAL SITE PLAN, TRINITY DEVELOPMENT

The Planning Commission reviewed site improvements included in the request for Final Site Plan Amended approval for the Trinity Development Site. Mr. Snyder answered questions about outdoor storage.

Commissioner Larsen made a **motion** to approve the Amended Final Site Plan for the proposed Trinity Facility Site, located generally at 1200 West 50 South, with the following conditions and reasons for action. Commissioner Hoth seconded the motion, which passed by unanimous vote (5-0).

Conditions:

1. This Amended Final Site Plan Approval is restricted to the development of the property, as submitted to the City with the Final Site Plan Application, or as amended by this approval.
2. This Amended Final Site Plan may be amended in the future in accordance with the City's Administrative Approval processes.
3. The Amended Final Site Plan shall be altered in a manner to address the following:
 - a. All two-way parking lot drive aisles shall be corrected to have at least a minimum width of 25 feet and one-way drive aisles to a minimum of 17 feet.

- b. The Amended Final Site Plan shall further address the screening of outdoor storage and/or ground equipment, as per CZC 12.51.110.
 - c. Utility service easements will need to be identified and accepted by the prevailing city or agency providing needed utility services.
 - d. Provide the needed cross-access through an appropriate recordable agreement, as deemed acceptable by the City Engineer and Attorney.
 - e. All alterations listed in this section shall be reviewed and approved by the Zoning Administrator, as part of the issuance of any project construction permit.
 - f. Any dispute regarding compliance with these listed items shall be returned to the Centerville City Planning Commission for resolution.
4. The Amended Final Site Plan is conditionally approved assuming the use of the property is for general manufacturing, which requires 95 parking stalls.
5. All site and wall signage are required to obtain a separate permit and must be reviewed by staff for approval at the time a sign permit application is submitted, which shall comply with CZC 12-54.
6. Where deemed applicable by the City Engineer, all public street improvements shall be repaired, upgraded, or provided where missing, as required by CZC 12.55.190.
7. The Amended Final Site Plan Approval shall remain subject to the City Engineer's review and approval of the improvement construction drawings or applicable needed alterations, including any applicable public improvements and public landscaping bonding, as deemed applicable by the City Engineer in accordance with City ordinances.
8. This Amended Final Site Plan approval is conditioned upon the required site remedies regarding the existing nonconformity status of the original Trinity operations and site (see CZC 12.21.080). Due to the past spatial extent of this existing use, the Centerville Flex property is also being considered as a "development phase," in accordance with CZC 12.110(f). Therefore, this approval is contingent on the parallel approval of the Centerville Flex Development, which shall require both properties to be developed simultaneously, with regards to the jointly integrated construction of needed utilities and services.
9. A portion of this Amended Final Site Plan and its proposed development is outside of the City limits of Centerville (i.e., West Bountiful) and has been reviewed utilizing the Centerville City I-VH standards in accordance with the MOU between the cities and the developer. However, this final site plan approval is not a guarantee, sanction and/or to be deemed a final approval by West Bountiful.
10. Due to the nature of this proposed development being located in multiple municipal jurisdictions, this Amended Final Site Plan Approval shall NOT become effective or valid until both Centerville City and West Bountiful City have entered into an interlocal agreement between them regarding the provision of services and other applicable joint municipal issue regarding the project.
11. In accordance with CZC 12.21.110(c)(3), when site plan approval is required, no building permit for the construction of any building, structure, or other improvement to the site shall be issued prior to approval of the required plan. No clearing, grubbing, grading, drainage work, parking lot construction or other site improvement shall be undertaken prior to obtaining the required Amended Final Site Plan approvals from both Centerville City and West Bountiful City.
12. If an interlocal agreement is not obtained between these cities, then this Amended Final Site Plan may be amended to remove and reconfigure the site to eliminate property outside of Centerville City, in accordance with submitted Amended Site Plan Application, which shall return to the Centerville City Planning Commission for review and approval or shall become null and void.
13. This Amended Final Site Plan Approval shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval

is not commenced within one year or not substantially completed within two years from the date of final site plan approval.

Reasons for action:

- a. The Planning Commission finds that after considering the goals and objectives of the West Centerville Neighborhood Plan, as also reviewed in the related staff reports, the Amended Final Site Plan can be deemed consistent with the City's General Plan.
- b. The Planning Commission finds after considering the applicable development standards of the I-VH Zone, the proposed Amended Final Site Plan with the conditions imposed does comply with the expected Zoning and applicable municipal code standards, as also reviewed in the related Staff Reports of February 22, 2023 and May 24, 2023.
- c. Therefore, the Planning Commission finds that Amended Final Site Plan Approval, with the conditions imposed, is warranted for the proposed development of the properties.

FINAL SUBDIVISION PLAT, CANYON POINT DEVELOPMENT

Mr. Snyder explained the subject property at approximately 347 North 400 East was zoned for multi-family, and the applicant desired to develop a multi-family and single-family mixed-residential project. It was proposed the dwellings in the development be platted as a planned unit development (PUD) subdivision to allow for dwelling units to be individually sold. Mr. Snyder said staff recommended Final Subdivision Approval.

Chad Morris, applicant, answered questions about detention. Mr. Morris said he would reach out to UTA regarding an existing bus stop.

Commissioner Moss made a **motion** for the Planning Commission to recommend approval of the Final Subdivision Plan for Canyon Point in Centerville Development, located at approximately 347 North 400 East, subject to the following conditions and with the following reasons for action. Commissioner Larsen seconded the motion, which passed by unanimous vote (5-0).

Conditions:

1. The Final Subdivision Plat shall be corrected to include the required "open space" notation on the subdivision plat.
2. City Engineer verification for correct provision of public utility easements.
3. City Attorney review and acceptance of the documents establishing a Homeowners Association and the relevant Covenants, Conditions, and Restrictions.
4. City Attorney review and acceptance of the Preliminary Title Report and correctness of the related subdivision plat elements.

Reasons for action:

- a. The Planning Commission finds that a Final Subdivision Plat, with the conditions imposed, is consistent with the City Approved Final Site Plan of July 13, 2022.
- b. The Planning Commission finds that, with the conditions imposed, the final subdivision plat meets the requirements of CMC 15.06.010 Planned Unit Development.
- c. The Planning Commission finds that the Final Subdivision Plat is adequately prepared for review by the City Council, as per CMC 15.04.050.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

The Planning Commission was scheduled to meet next on June 14, 2023.

MINUTES REVIEW AND APPROVAL

Minutes of the April 12, 2023 Planning Commission Meeting were reviewed. Chair Shegrud **moved** to approve the minutes. Commissioner Moss seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

At 8:15 p.m., Commissioner Moss **moved** to adjourn the meeting. Commissioner Larsen seconded the motion, which passed by unanimous vote (5-0).

Jennifer Robison, City Recorder

Date Approved