



PLANNING COMMISSION AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE PLANNING COMMISSION WILL HOLD A REGULAR MEETING AT 7:00 PM ON JULY 26, 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 MEETING - Parking Modification Request - Brush and Palette Art Studio - ADMINISTRATIVE DECISION
Mr. Daniel Rasband, has leased a portion of the building (1100 sq. ft.) located at 281 South Main Street. With the City's current parking requirements for the SMSC and the addition of the proposed use, this site is slightly deficient, thus a parking modification is being requested. The applicant's parking modification request includes a shared parking proposal, arguing that the uses will not produce a substantial demand for parking at the same time.
2. PUBLIC HEARING - Conceptual Subdivision, Chase Creek Subdivision at approximately 224 West Chase Lane - ADMINISTRATIVE DECISION
This item was previously tabled at the January 25, 2023, Planning Commission meeting. The applicant has applied for a conceptual subdivision located at approximately 224 West Chase Lane. This application concerns parcels 02-014-0050. The concept plan includes a six-lot, single-family subdivision with a cul-de-sac off Chase Lane.
3. PUBLIC MEETING - Final Subdivision Plat, Centerville Industrial Flex PUD, 50 South 1250 West - ADMINISTRATIVE DECISION
The developer has recently secured 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.
4. PUBLIC HEARING - Conceptual Subdivision, Parrish Creek PUD Subdivision, 1160 North 950

West - ADMINISTRATIVE DECISION

The applicant desires to amend and re-subdivide the property and convert the original lots into a single planned unit development (PUD). This would allow future independent ownership of the proposed two buildings (one existing/one to be constructed) and transform the approved parking, landscaping and storage area into common areas for use of future building owners.

C. COMMUNITY DEVELOPMENT DIRECTORS REPORT

1. Community Development Director's Report
Next Planning Commission Meeting - **August 9, 2023**
Tentative Items:

- *Condition Use Permit for R-H Density Allowance - Pheasant Brook Expansion*
- *Final Site Plan - Miles Bell LC (aka Dave's Complete Auto)*
- *Final Site Plan - Adien Bell LC (former Les Schwab Site)*

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
July 12, 2023 Minutes

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
7/26/2023

Item No. 1.

Title: PUBLIC MEETING - Parking Modification Request - Brush and Palette Art Studio - ADMINISTRATIVE DECISION

Initiated By: Applicant

Staff Representative: Whitney Black, Assistant Planner

SUBJECT:

Mr. Daniel Rasband, has leased a portion of the building (1100 sq. ft.) located at 281 South Main Street. With the City's current parking requirements for the SMSC and the addition of the proposed use, this site is slightly deficient, thus a parking modification is being requested. The applicant's parking modification request includes a shared parking proposal, arguing that the uses will not produce a substantial demand for parking at the same time.

RECOMMENDATION:

CONSIDER APPROVAL WITH CONDITIONS

BACKGROUND:

The applicant, Mr. Daniel Rasband, has leased a portion of the building (1100 sq. ft.) located at 281 South Main Street. He would like to use the space for artistic instruction. His business is named Brush and Palette Art Studio. The others tenants include Pitt Family Dental, Arbuckle Dental, Park Dental, David G. Johnson Endodontics, and Dennis B. Knoles Orthodontics.

The property is located within the Traditional Main Street Subdistrict of the South Main Street Corridor (SMSC) Overlay District. The building was constructed in 1979 and is 4568sqft, with 30 parking spaces. With the City's current parking requirements for the SMSC and the addition of the proposed use, this site is slightly deficient, thus a parking modification is being requested. The applicant's parking modification request includes a shared parking proposal, arguing that the uses will not produce a substantial demand for parking at the same time. A copy of the applicant's complete request is attached to the Planning Commission packet. Staff's analysis of this application is below.

ATTACHMENTS:

1. 7-26-2023 PC Staff Report Parking Modification 281 S Main St STE 7, Brush and Palette Art Studio, Daniel Rasband
2. 6-30-2023 Applicant's Narrative and Evidence

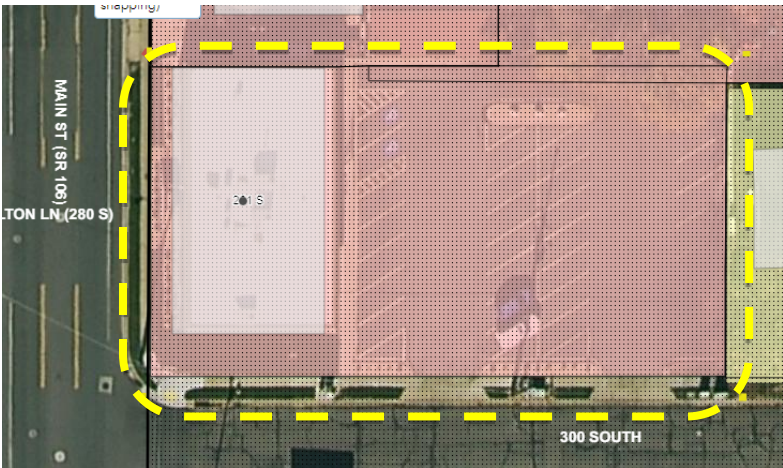
**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801) 292-8232**

**STAFF REPORT
AGENDA: ITEM 1**

PROPERTY OWNER:	THE PAK INVESTMENT CO 281 S MAIN ST
APPLICANT:	DANIEL RASBAND BRUSH AND PALETTE ART STUDIO, LLC
PROPERTY LOCATION:	281 S MAIN STREET
PARCEL SIZE:	0.5 ACRES
ZONING DISTRICT:	COMMERCIAL-MEDIUM, SOUTH MAIN STREET OVERLAY DISTRICT (TRADITIONAL MAIN STREET SUBDISTRICT), AND CENTERVILLE DEUEL CREEK HISTORIC DISTRICT
APPLICATION:	PARKING MODIFICATION
STAFF RECOMMENDATION:	CONSIDER APPROVAL WITH CONDITIONS

Background

The applicant, Mr. Daniel Rasband, has leased a portion of the building (1100 sq. ft.) located at 281 South Main Street. He would like to use the space for artistic instruction. His business is named Brush and Palette Art Studio. The others tenants include Pitt Family Dental, Arbuckle Dental, Park Dental, David G. Johnson Endodontics, and Dennis B. Knoles Orthodontics.



The property is located within the Traditional Main Street Subdistrict of the South Main Street Corridor (SMSC) Overlay District. The building was constructed in 1979 and is approximately 6,300 square feet, with 30 parking spaces. With the City's current parking requirements for the SMSC and the addition of the proposed use, this site is slightly deficient, thus a parking modification is being requested. The applicant's parking modification request includes a shared parking proposal, arguing that the uses will not produce a substantial demand for parking at the same time. A copy of the applicant's complete request is attached to the Planning Commission packet. Staff's analysis of this application is below.

ZONING ORDINANCE REVIEW

APPLICABLE ORDINANCES

12.52.110 Parking Modification Allowed by Planning Commission

12.52.110 (a) Modification Permitted. The number of parking spaces required under CZC 12.52.060 may be modified in accordance with the provisions in this Section. The purpose of such modifications is to avoid creating unnecessary parking areas that will be essentially unused.

In considering a modification, the Planning Commission may require a parking study to be completed as provided in Subsection (e).

12.52.110(b) Mixed Use Development and/or Shared Use Parking.

The Planning Commission may authorize shared use of a parking lot subject to the following conditions:

- 1. The uses sharing the parking lot are unlikely to produce a substantial demand for parking at the same time. The City may require a shared parking study to be completed to justify a conclusion that shared spaces will be used at different times of the day, week, month or year.*
- 2. Required parking spaces reserved for persons with disabilities shall not be reduced.*
- 3. Ongoing shared use of the parking lot is assured by a recorded agreement or easement approved by the City which requires:*
 - A. The parking lot to be continuously available unless an alternative legal parking lot is provided;*
 - B. All spaces to be available without charge;*
 - C. No future building additions, enlargements, or new buildings within whole or part of a shared use site arrangement, which requires additional on-site parking, shall be undertaken unless the original on-site required parking count is provided, or a new parking modification is approved by the City.*

12.48.160(c) Off-Street Parking Space Standards for SMSC

CZC 12.48.310 regarding the SMSC Off-Street Parking Modifications Table shall be used to modify the minimum amount of parking spaces required by CZC 12.52.300 regarding the Off-Street Parking Schedule.

12.48.310 SMSC Off-Street Parking Modifications

<i>Land Use Type</i>	<i>SMSC Subdistricts</i>	
	<i>City Center</i>	<i>All others</i>
<i>Residential Uses</i>	<i>60% of Requirement</i>	<i>75% of Requirement</i>
<i>Public/Civic Uses</i>	<i>50% of Requirement</i>	<i>60% of Requirement</i>
<i>Commercial Uses</i>	<i>40% of Requirement</i>	<i>60% of Requirement</i>

Current Zoning Code Parking Calculations

<i>CZC 12.52.300 Off-Street Parking Schedule</i>	
Personal Instruction Service	.50 per person under maximum occupancy allowed by Fire Code, plus 1 space per employee on highest shift
Medical Service	1 space per 175 sqft, 8 stalls minimum
<i>CZC 12.48.310 SMSC Off-Street Parking Modifications</i>	
Commercial Uses	60% of requirement

Use	Parking Requirement
<i>Current Uses:</i> Medical Services (5,200sqft)	30(.6) = 18
<i>Proposed Use:</i> Personal Instruction Service (Max Occupancy: 73, Number of Employees: 3)	40(.6) = 24

Total Parking Spaces Required for Brush & Palette:	24
Total Parking Spaces Available after other uses:	12
Number of Parking Spaces Deficient/Need to share:	12

STAFF RESPONSE: To prevent excessive parking lot development along Main Street, the Main Street Corridor Overlay Zone has a stipulation that commercial uses only need to supply 60% of the parking requirement. This means that the current uses (all medical services) of the subject property require 18 of the 30 parking spaces available. This would leave the applicant with 12 for his use. Unfortunately, personal instruction service requires 24. The property is deficient by 12 parking spaces for the addition of the proposed use. The applicant is requesting that the Planning Commission approval a shared parking scenario as the current businesses and the proposed business will have varying peak hours. Per tables 1 and 2 of the applicant's submittal it can be determined that although 12 stalls are required,

the actual number of stalls being shared during business hours will be less than 12. The peak hours for the medical service providers are between 7am to 4pm Monday-Thursday. Brush and Palette's peak hours will be between 4pm to 9pm Monday-Friday and all-day Saturday. Staff believes that the sharing scenario could be possible with these specific businesses.

SUMMARY OF APPLICANT'S RESPONSE

The applicant is arguing that the medical services do not operate 24 hours per day. He has also explained that "most of the offices are closed on Friday, and some offices close early on other days of the week, or don't open at all". The applicant has provided a table showing the medical services providers' actual parking, see Table 1 in the submittal. Most of the studio's students will be dropped off by their parents and will not require parking at all. In addition, the applicant has offered to limit the number of students who can register for each class so that parking is available for both the medical service providers and the studio. The studio will operate at minimal capacity when the medical service providers are open and will operate at their peak capacity when all dental offices are closed. According to Table 2 of the applicant's submittal, peak hours would be Monday-Friday 4pm to 9pm, and all-day Saturdays.

PLANNING STAFF RECOMMENDATION

(Suggested Motion) "I hereby make a motion for the Planning Commission to **APPROVE** a parking modification, as follows:

- 1) *The proposed parking modification is for the on-site parking located at 281 South Main Street.*
- 2) *The parking modification is narrowly defined for and limited to the following businesses:*
 - i. *Pitt Family Dental, P.C.*
 - ii. *Arbuckle Dental, P.C.*
 - iii. *Ridge Park Dental South*
 - iv. *David G. Johnson, D.D.S., P.C.*
 - v. *D.B. Knoles DDS, PLLC*
 - vi. *Brush and Palette Art Studio*
- 3) *This parking modification permits the shared use of 12 of the 30 on-site parking spaces.*
- 4) *The uses sharing the parking lot shall not produce a substantial demand for parking at the same time.*
- 5) *Required parking spaces reserved for persons with disabilities shall not be reduced.*
- 6) *The parking lot shall be continuously available unless an alternative legal parking lot is provided.*
- 7) *All parking spaces shall be available without charge.*
- 8) *No future building additions, enlargements, or new buildings within whole or part of a shared use site arrangement, which requires additional on-site parking, shall be undertaken unless the original on-site required parking count is provided, or a new parking modification is approved by the City.*

- 9) *Any changes to the uses, as defined in this parking modification, or any proposed additional uses to the site shall NOT be undertaken, unless additional approvals are obtained from the City.*
- 10) *This parking modification shall become null and void if the conditions of this approval are found to be in violation or the approved uses are altered or abandoned in manner that required additional parking capacity, unless otherwise approved by the City.*
- 11) *The property owner shall sign an “affidavit of acknowledgement” to agree to the terms and conditions of this parking modification and intent to comply with the approval, which shall be returned to the Community Development Department.*
- 12) *This “parking modification” shall not become effective until the affidavit of acknowledgement is submitted, as per Condition 11.*

(Suggested Reasons for Action/Findings)

- a) *The Planning Commission finds that according to CZC 12.52.110(a), Parking Modifications, the Planning Commission may modify the number of parking spaces required.*
- b) *The Planning Commission finds that based on the information provided, the analysis from planning staff, and due to the nature of the current actual uses and the proposed personal instruction service use, the ordinance required calculations are unnecessary at this time.*
- c) *Therefore, the Planning Commission finds that, with the conditions imposed, the parking modification will accommodate the current parking demand for the site.”*



To:
Centerville City
Planning Commission
250 North Main Street
Centerville, Utah, 84014

From:
Daniel Rasband
Partner
Brush and Palette Art Studio LLC

Contact Info:
(801) 368-9899
dan@brushandpalette.studio
281 S Main, Ste 7
Centerville, UT 84014

Submitted:
June 30th, 2023

Parking Modification Request

This document proposes a maximum occupancy reduction allowance and shared parking modification for Brush and Palette Art Studio LLC, located at 281 S Main, Ste 7, Centerville, UT 84014.

Proposal	2
Objective	2
Business Summary	3
The Art Studio Space	4
Municipal Code, Fire Code, and Parking Requirements	5
Fire Marshal Max Occupancy Reduction and Parking Modification	6
CZC 12.52.110 (b)	6
CZC 12.52.110 (c)	7
Signed	9
Appendix	10
Figure 1: Max Occupancy for 281 S Main, Ste 7	10
Table 1: 281 S Main Dental Office Weekday Schedules	11
Table 2: Brush and Palette Art Studio Occupancy and Parking Schedule	12

RECEIVED JUN 30 2023

Proposal

Objective

The objective of this document is to:

1. provide context for this request,
2. request a reduction in the fire marshal maximum occupancy for the Art Studio with a commitment to operate at reduced capacity, and
3. request a parking modification (CZC 12.52.110) to allow the Art Studio to operate during hours where parking is unused by the dentist offices in the building.

The sections are as follows:

- The **Business Summary** explains the services that Brush and Palette Art Studio will provide to establish context for the request.
- The **Art Studio Space** section describes the layout of the 1100 square foot space and how each area within the space will be used in order to provide additional context for how the business will be run and how many people will be in the space at a time.
- The **Municipal Code, Fire Code, and Parking Requirements** section outlines the current requirements for the space leased by the Art Studio at 281 S Main, Ste 7, and how those requirements are preventing the Art Studio from operating.
- The **Fire Marshal Max Occupancy Reduction and Parking Modification** section outlines the request that Brush and Palette Art Studio is making to the Planning Commission and provides justification and an explanation of a possible agreement for both the max occupancy reduction request and the parking modification request.
- The **Signatures** section is signed by both partners of Brush and Palette Art Studio LLC.
- The **Appendix** provides a figure and two tables that provide reference and justification and a plan for the aforementioned requests.

Business Summary

Brush and Palette Art Studio provides education in many different art mediums to students of all ages. It is the aim of the Art Studio to provide ongoing art education to students throughout South Davis County. It also aims to enable these students to achieve high levels of proficiency in a wide range of mediums and techniques including, but not limited to the following:

- Watercolor, oil, and acrylic painting
- Pastel, pencil, and pen drawing
- Digital art using industry-standard software
- Do-it-yourself giclée and sticker printing

We believe that, just as is required for mastery of a musical instrument, receiving regular instruction and consistently practicing are essential for learning to create beautiful and impactful art. Our students will not only learn to produce aesthetically pleasing and creative works of art, they will also be required to submit their works to various art competitions throughout the nation. Other students, if desired, will be able to work with our instructors to prepare for admission into art schools and university-level art programs.

It is our hope and belief that Brush and Palette Art Studio will contribute to the culture of Centerville in a meaningful way, and we know it will provide a type of art education that is completely missing in Centerville and much of Davis County.

The Art Studio Space

As a fledgling business, Brush and Palette Art Studio has leased a small space at 281 S Main, in the same building as the offices of Pitt Family Dental, Arbuckle Dental, Ridge Park Dental, and the shared office of David G. Johnson Endodontics and Dennis B. Knoles Orthodontics. The space is 1100 square feet and consists of the following spaces:

- One open area with eight (8) drafting tables, three (3) large easels, and enough space to move around the two groups of drafting tables.
 - This space will be used by a maximum of 1 instructor and 8 students.
- A front area with a small table and two chairs.
- For digital art education, a separate room with a table and six chairs, printers and other equipment, and a TV.
- An administrative office.
- A small room in the back with a sink for cleaning brushes.
- Three small spaces for storage of cleaning and art supplies.

Municipal Code, Fire Code, and Parking Requirements

Brush and Palette Art Studio is classified as a “Personal instruction service.” Under CZC 12.52.060 and as outlined in CZC 12.52.300 (Off-Street Parking Schedule), the number of parking stalls required for this type of business is “.50 per person under maximum occupancy allowed by Fire Code, plus 1 space per employee on highest employment shift.” In addition, Fire Marshal Cole Fessler from South Davis Metro Fire has specified a max occupancy of Suite 7 to be 73 persons (see Appendix: Figure 1). This results in a requirement of 36.5 parking stalls for the “.50 per person” requirement, and three (3) additional parking spaces for our employees, since we will have a maximum of two (2) instructors and one (1) administrative assistant on premise at a time. This amounts to a total of 40 parking spaces required for this 1100-square foot space.

73 persons x 0.50 per person = 36.5 parking stalls

3 employees on highest employment shift = 3 parking stalls

Total parking stalls (rounded to the nearest stall) = 40

The parking space at 281 S Main, however, includes exactly 30 marked off-street parking stalls. In addition, the dentist offices in the building have their own parking requirements per CZC 12.52.300:

1 space per 175 square feet of gross floor area x 4800 square feet = 27 parking stalls

This means that there are exactly three (3) spaces available to the other 1100 square feet of the building. However, the dentist offices do not operate 24 hours per day. As outlined in Appendix: Table 1, most of the offices are closed on Friday, and some offices close early on other days of the week, or don’t open at all. This means that there are times of the day and certain weekdays where more parking stalls are available.

Fire Marshal Max Occupancy Reduction and Parking Modification

Brush and Palette Art Studio LLC requests a **fire marshal max occupancy reduction allowance** by time of day, as outlined in Appendix: Table 2, under the “Max Occupancy” column. It also requests a **shared parking modification** that grants the Art Studio use of parking stalls when they are not in use by the dentist office in the building, as outlined in Table 2, under the “Stalls Required” column. The following sections outline how this request meets the requirements set forth in CZC 12.52.110.

CZC 12.52.110 (b)

This request meets the criteria set forth in CZC 12.52.110 (b) as follows (code is indicated by a **bold** font face, and how this proposal meets each criterion is in *italics*):

1. **CZC 12.52.110 (b) (1) “The uses sharing the parking lot are unlikely to produce a substantial demand for parking at the same time.”**
 - a. *The Art Studio will limit the number of students who can register for a class each hour during those periods so that parking is available for both the dentist offices and the Art Studio.*
 - b. *Public transportation is available and accessible, especially during the day for adult students.*
 - c. *Most students will be dropped off by their parents and will not require parking at all.*
2. **CZC 12.52.110 (b) (2) “Required parking spaces reserved for persons with disabilities shall not be reduced.”**
 - a. *There will be no change in the number of spaces reserved for persons with disabilities.*
3. **CZC 12.52.110 (b) (3) “Ongoing shared use of the parking lot is assured by a recorded agreement or easement approved by the City which requires: (A) The parking lot to be continuously available unless an alternative legal parking lot is provided; (B) All spaces to be available without charge; (C) No future building additions, enlargements, or new buildings within whole or part of a shared use site arrangement, which requires additional on-site parking, shall be undertaken**

unless the original on-site required parking count is provided, or a new parking modification is approved by the City.

- a. *Brush and Palette Art Studio will assure by a recorded agreement that the criteria defined in CZC 12.52.110 (b) (3) (A), (B), and (C) will all be met.*

CZC 12.52.110 (c)

This request meets the criteria set forth in CZC 12.52.110 (c) as follows:

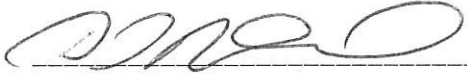
1. CZC 12.52.110 (c) - “Commercial, Office, and Non-Industrial Use Development. The Planning Commission may modify the number of parking spaces required or allowed for commercial and office development after considering the following factors and finding that adequate parking will be provided.”

- a. *This is a commercial use space, and the following factors contribute to a conclusion that adequate parking will be provided:*
- b. **CZC 12.52.110 (c) (1) - “Total number of spaces that would otherwise be required for each individual establishment in the development”**
 - i. *As outlined in Table 2, the number of parking spaces required during each part of the day is accounted for, and the available parking for the dentist offices will not be affected.*
- c. **CZC 12.52.110 (c) (2) - “Hours of operation for each business establishment located in the development, including peak business hours”**
 - i. *The schedule laid out in Table 2 shows that Brush and Palette Art Studio will only operate at a capacity that is commensurate with the hours and days that the dental offices are operating or not.*
- d. **CZC 12.52.110 (c) (3) - “Estimated trade-off between businesses which are open when others are closed”**
 - i. *Table 1 shows the schedule of the four (4) other offices during the week. Brush and Palette Art Studio will operate at a minimal capacity when all dental offices are open, and will operate at its peak capacity when all dental offices are closed.*
- e. **CZC 12.52.110 (c) (4) - “Availability of on-street or shared parking”**

- i. *On-street parking is abundant in the surrounding areas. However, we have been informed that residents in the nearby neighborhoods have complained about on-street parking. As such, the schedule in Table 2 does not require on-street parking in excess of what is currently being used.*
- f. **CZC 12.52.110 (c) (5) - “Transportation alternatives, including proximity to transit stations”**
 - i. *There are bus stops in close proximity to the building at 281 S Main, which makes traveling to and from the building convenient from many areas in Davis County and even downtown Salt Lake City. Bus lines 470 and 455 provide convenient access throughout the area.*
- g. **CZC 12.52.110 (c) (6) - “Car or van pooling programs available to users of the development”**
 - i. *Many students will come with siblings, which will require fewer parking spaces; however, the schedule outlined in Table 2 does not rely on this assumption.*
- h. **CZC 12.52.110 (c) (7) - “The total number of on-site required parking shall not be reduced by more than 30% of the original parking requirement”**
 - i. *If the “original parking requirement” is assumed to be based on the adjusted max occupancy reduction allowance agreed to by the Planning Commission and Brush and Palette Art Studio, then the reduction of the original parking requirement will be 0% in all cases.*

Signed

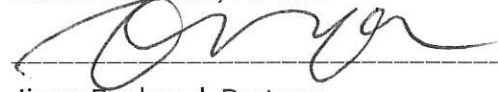
Brush and Palette Art Studio



Daniel Rasband, Partner

6/30/2023

Date



Jieun Rasband, Partner

6/30/2023

Date

Appendix

Figure 1: Max Occupancy for 281 S Main, Ste 7

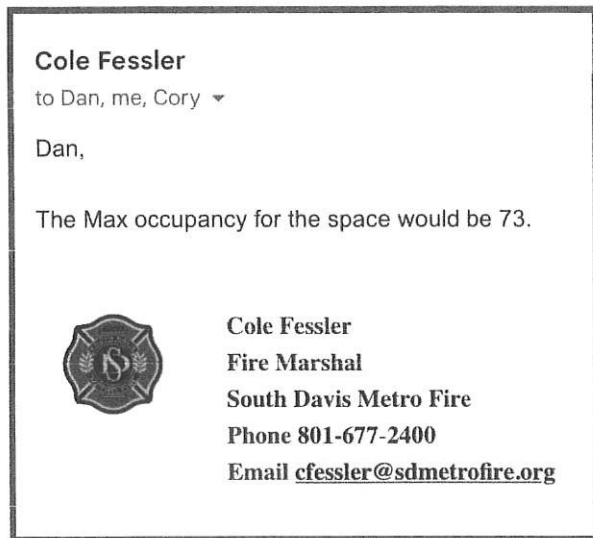


Figure 1: Max Occupancy for 281 S Main, Ste 7, Centerville, UT 84014

Table 1: 281 S Main Dental Office Weekday Schedules

		Dentist Office					
Weekday	Times	Pitt Family Dental (1800 sq. ft.)	Arbuckle Dental (1800 sq. ft.)	Ridge Park Dental (800 sq. ft.)	Johnson & Knoles (800 sq. ft.)	Stalls Used	Stalls Available
Monday	7am-4pm	OPEN	OPEN	OPEN	OPEN	28	2
	4pm-5pm	OPEN	OPEN	CLOSED	OPEN	24	6
	5pm-9pm	CLOSED	CLOSED	CLOSED	CLOSED	0	30
Tuesday	7am-5pm	OPEN	OPEN	CLOSED	CLOSED	20	10
	5pm-9pm	CLOSED	CLOSED	CLOSED	CLOSED	0	30
Wednesday	7am-4pm	OPEN	OPEN	OPEN	OPEN	28	2
	4pm-5pm	OPEN	OPEN	CLOSED	OPEN	24	6
	5pm-9pm	CLOSED	CLOSED	CLOSED	CLOSED	0	30
Thursday	7am-4pm	OPEN	OPEN	OPEN	CLOSED	24	6
	4pm-5pm	OPEN	OPEN	CLOSED	CLOSED	20	10
	5pm-9pm	CLOSED	CLOSED	CLOSED	CLOSED	0	30
Friday	7am-4pm	CLOSED	CLOSED	OPEN	CLOSED	8	26
	4pm-9pm	CLOSED	CLOSED	CLOSED	CLOSED	0	30
Saturday	ALL DAY	CLOSED	CLOSED	CLOSED	CLOSED	0	30

Table 1: 281 S Main Dental Office Weekday Schedules, with required parking stalls, based on the calculation of 1 parking stall per 175 sq. ft. of space and when the offices are open. Three of the four offices are closed all day on Friday, Ridge Park Dental closes at 4pm on days that it is open, and the combined office of Drs. Johnson and Knowles is only open on Monday and Wednesday. None of the offices are open on Saturday.

Table 2: Brush and Palette Art Studio Occupancy and Parking Schedule

Weekday	Times	Stalls Available	Max Employees	Max Students	Max Occupancy	Stalls Required	Stalls Remaining
Monday	7am-4pm	2	2	0	2	2	0
	4pm-5pm	6	2	6	8	6	0
	5pm-9pm	30	3	12	15	11	19
Tuesday	7am-5pm	10	2	4	6	5	5
	5pm-9pm	30	3	12	15	11	19
Wednesday	7am-4pm	2	2	0	2	2	0
	4pm-5pm	6	2	6	8	6	0
	5pm-9pm	30	3	12	15	11	19
Thursday	7am-4pm	6	2	5	7	6	0
	4pm-5pm	10	2	10	12	8	2
	5pm-9pm	30	3	12	15	11	19
Friday	7am-4pm	26	3	12	15	11	15
	4pm-9pm	30	3	12	15	11	19
Saturday	10am-4pm	30	3	12	15	11	19

Table 2: Brush and Palette Art Studio Occupancy and Parking Schedule. “Stalls Available” shows the number of stalls available per the operating times of the dentist offices. “Max Employees” is the maximum number of employees that will be on premise during a particular time slot. “Max Students” indicates the maximum number of students that will be attending a class during a time slot. “Max Occupancy” is the combined total of employees and students on premise at a time. “Stalls Required” is the number of parking spaces required by code for the number of employees and the maximum occupancy that the Art Studio commits to. Finally, “Stalls Remaining” is the “Stalls Available” minus the “Stalls Required” and represents the estimated number of off-street parking spaces available at any given time during the time slot.

**PLANNING
COMMISSION**

Staff Report
7/26/2023

Item No. 2.

Title: PUBLIC HEARING - Conceptual Subdivision, Chase Creek Subdivision at approximately 224 West Chase Lane - ADMINISTRATIVE DECISION

Initiated By: Applicant

Staff Representative: Whitney Black, Assistant Planner

SUBJECT:

This item was previously tabled at the January 25, 2023, Planning Commission meeting. The applicant has applied for a conceptual subdivision located at approximately 224 West Chase Lane. This application concerns parcels 02-014-0050. The concept plan includes a six-lot, single-family subdivision with a cul-de-sac off Chase Lane.

RECOMMENDATION:

The Planning Staff is recommending that the Planning Commission consider acceptance of the Conceptual Subdivision Plan and allow the applicant to proceed to the Preliminary Subdivision Submittal stage.

BACKGROUND:

This item was previously tabled at the January 25, 2023, Planning Commission meeting. On behalf of the property owner, the applicant has applied for a conceptual subdivision located at approximately 224 West Chase Lane. This application concerns parcels 02-014-0050. The concept plan includes a six-lot, single-family subdivision with a cul-de-sac off Chase Lane.

ATTACHMENTS:

1. 7-26-2023 PC Staff Report TABLED Conceptual Subdivision Chase Creek
2. Chase Creek Plan Set 7-10-23
3. Chase Creek Survey
4. Chase Creek 404 Permit Application
5. Chase Creek 404 Response Letter
6. Chase Creek Owner Affidavit
7. Chase Creek Percolation Test Results

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

**STAFF REPORT
AGENDA: ITEM 2**

PROPERTY OWNER: KEVIN MORTENSEN
APPLICANT: PAUL FESER WITH S.E. SCIENCE
PROPERTY LOCATION: APPORXIMATELY 224 W CHASE LANE
PARCEL SIZE: **2.1 ACRES**
ZONING DISTRICT: RESIDENTIAL-LOW
APPLICATION: CONCEPTUAL SUBDIVISION – *Previously Tabled*

BACKGROUND

This item was previously tabled at the January 25, 2023, Planning Commission meeting. New comments and information are indicated in red.

On behalf of the property owner, the applicant has applied for a conceptual subdivision located at approximately 224 West Chase Lane. This application concerns parcels 02-014-0050. The concept plan **includes a six lot**, single-family subdivision with a cul-de-sac off Chase Lane.



On September 14, 2022, the Planning Commission recommended to the City Council the rezoning of this property from the Agricultural-Low Zone to the Residential-Low Zone. Using Ordinance No. 2022-20, the City Council approved the rezone on October 4, 2022. The current use of the property is residential with accessory agricultural uses. There is a single-family home, several accessory buildings, horses, and a garden on the property.

CODE REQUIREMENTS REVIEW & ANALYSIS

CONCEPTUAL SUBDIVISION REVIEW – CMC 15.02

Conceptual Review Expectations

The Conceptual Subdivision review process is meant to give the applicant an opportunity to receive guidance from the Planning Commission and City Staff regarding the requirements and constraints of the proposed project. This is a requirement of all subdividers. The acceptance of a conceptual subdivision application does not constitute an approval or disapproval of the proposed subdivision. (CMC 15.02.050(c))

General Plan (CMC 12.480.5)

The subject properties are located within the Northwest Neighborhood of the City’s General Plan. A primary issue discussed for this area is described as, “future land-uses and transitions between different land uses.” The current primary use in the area is low-density, single-family homes. This plan would be consistent and compatible with that use.

Residential-Low Zone Development Standards

Development Standard	Minimum Required	Actual	Compliance Status
Minimum Area	None	8,000 to 31,195 sqft	Null
Minimum Frontage	40ft	40ft and greater	Yes
Minimum Width (Measured at the front yard setback)	60ft (interior lot) 70ft (corner lot)	60ft and greater 91ft	Yes
Front Setback	25ft	25ft	Yes
Rear Setback	20ft	20ft	Yes
Interior Side Setback	8ft Minimum total width of both side yards; 18ft	All interior lots have an 8ft and 10ft side setback	Yes
Street Side Yard Setback	20ft	Lot 6 has at least a 20ft side yard setback	Yes

Buildable Area	2,000sqft	Area indicated, but the square footage is not given	Likely
Buildable Area Ratio	Between 2:1 and 1:2	Not Shown	Likely

Please note that many of the lots do not currently meet the minimum lot width requirement. This will need to be addressed on the preliminary application. Of particular concern is the lot width on Lot #1 along Chase Lane. It is unlikely that at the 20ft setback this lot would have a width of 60ft at the required building line (i.e., Setback). Staff would recommend considering creating a lot line between the retention pond and Lot #1, resulting in an interior lot rather than a corner lot. While this would create a remnant parcel it is the most code compliant solution to the lot width issue. No matter how this issue is addressed, the applicant needs to consider creating a Homeowners' Association for the purpose of maintaining the retention pond and any other communal areas.

The applicant has redrawn the subdivision to include six lots instead of the originally proposed nine. All six lots meet the minimum lot width requirements set by ordinance. The applicant has also taken the planning staff's suggestion and created a lot line between the retention pond and Lot #1. This resulted in Lot #1 becoming an interior lot rather than a corner lot, eliminating its need for a 60ft width at the side yard setback of 20ft.

General Requirements for All Subdivisions (CMC 15.05)

LOTS –

All subdivisions must create developable and buildable lots. While this subdivision does create such lots, some of their lot lines are severely skewed. According to the subdivision ordinance,

“The side lines of all lots, so far as possible, shall be at right angles to the street which the lots face, or approximately radial to the center of curves, if such street is curved. Side lines of lots shall be approximately radial to the center of a cul de sac on which the lots face. The Planning Commission may recommend to the City Council exceptions to this requirement. Upon a showing of good cause, the City Council may allow exceptions to this requirement.” (15.05.020(d))

The elimination of three of the originally proposed lots and the new layout of the subdivision has fixed the severely skewed lot lines that were a concern.

STREETS, DRAINAGE, AND UTILITY IMPROVEMENTS -

The applicant has submitted a conceptual utility plan. The developer will need to submit utility provider letters from all utility companies and fire department. In addition to the regular utility

and drainage requirements, the applicant will also need to obtain a 404 Permit through the State and approval from the County for the water channel running through and around the property.

This development will require utility easements. City Code requires three public utility easements on each lot: a 10ft easement along the street frontage and a 7ft easement along one side and the rear.

The applicant has submitted several utility provider letters. The three public utility easements have been added to each lot. A 15' stream/drainage easement conveyed to Davis County has also been added for the preservation of Barnard Creek. The applicant has applied for a 404 Permit through the State and has been in contact with Davis County officials concerning the water channel, but as of the date of this report has not received approval.

PLANNING COMMISSION DIRECTIVES FROM JANUARY 25, 2023, TABLING

Directive	Comments	Compliance Status
Depict/correct the lot width on Lots 1-8 such that they comply with City ordinances, including addressing this matter more particularly on Lot 1.	The plan has been changed to depict 6 lots instead of 9. The lot width has been added and the concerns with Lot #1 have been addressed.	
Depict the Buildable Area for each lot, proving a minimum of 2,000 square feet meeting the Buildable Ratio of the Zoning Ordinance.	The Buildable Area for each lot has been depicted and seems to exceed the 2,000sqft minimum.	
Depict three public utility easements on each lot with an easement along the street frontage of each lot measuring 10 feet and an easement along a side and rear yard on each lot measuring a minimum of 7 feet.	The three easements have been added to each lot.	
Depict adequate fire protection including any existing or new fire hydrants as required by the Fire Marshal.	A fire hydrant has been indicated on the utility plan.	
The applicant shall provide a utility provider sheet/letter indicating all utility providers can service each lot.	The utility provider letters have been submitted.	
The applicant shall address how the retention pond will be maintained, including consideration of an HOA.	Applicant response: "The retention pond will be maintained by the owner / HOA of that parcel pursuant to the Stormwater Facilities Maintenance Agreement with Centerville City. We assume whatever landscaping is installed at the retention pond will be maintained by a landscape company. If it is grass it will be mowed."	
The applicant shall obtain a 404 Permit from the U.S. Army Corps of Engineers, the Utah State's Engineer's Office, and an approval from Davis County.	The applicant has applied for a 404 Permit from the Army Corp and State Engineer's Office. They have also been in discussions with Davis County. As of the date of this report nothing has been approved.	

The applicant shall attempt to realign the lot lines to be more in compliance with <i>CMC 15.05.020(d)</i> . If such attempt is unsuccessful applicant shall provide a narrative explanation of why there is need for an exception.	The applicant has successfully attempted to realign the lot lines to be more in compliance with <i>CMC 15.05.020(d)</i> .	
The applicant shall re-align the lot lines to comply with <i>CMC 15.05.020(d)</i> . The applicant may ask for an exception and provide a narrative explanation in support thereof, however, such an exception is subject to the discretion afforded under City Ordinance.	The applicant has successfully realigned the lot lines to comply with <i>CMC 15.05.020(d)</i> .	

PLANNING STAFF RECOMMENDATIONS

Staff believes that the proposed subdivision has the potential to meet or satisfy the City's Subdivision regulations. The Planning Commission should consider acceptance of the Conceptual Subdivision Plan and allow the applicant to proceed to the Preliminary Subdivision Submittal stage.

The only item not completed from the Planning Commission's directives is obtaining the 404 permit. The permit has been applied for but has not received approval yet. Based on that information staff would recommend making the approval of a 404 permit a condition for the Preliminary Subdivision application.

SUGGESTED MOTION: *"I hereby make a motion for the Planning Commission to ACCEPT the conceptual subdivision plan for the Chase Creek Subdivision located at approximately 224 West Chase Lane, with the following conditions and directives:*

1. *The applicant shall apply for a Preliminary Subdivision Plat that conforms to the requirements of CMC 15.03.030.*
2. *The applicant shall obtain a 404 Permit from the U.S. Army Corps of Engineers, the Utah State's Engineer's Office, and an approval from Davis County.*

Suggested Reason for the Action (Findings)

- a. *The Conceptual Subdivision plan appears to be consistent with the applicable Neighborhood Plan as described in CMC 12.480.5.*
- b. *The proposed subdivision plan appears to likely be able to satisfy the Development Standards provided in CZC 12.32.300.*
- c. *The applicable review standards of CMC 15.02 have been reviewed and directives established to allow the proposal to proceed to a preliminary subdivision plan submittal.*

224 WEST CHASE LANE, LOCATED WITHIN, DAVIS COUNTY, UTAH.
A PART OF THE S.E AND THE S.W. 1/4 SEC. 6, T. 2 N., R. 1. E. S.L.B.&M.

[illegible]

ENGINEERED & DEVELOPED BY:
SPINNAKER LAND LLC
1001 S ARBOR WAY
LAYTON, UT 84041

CONTACT LIST

<u>ENTITY</u>	<u>CONTACT</u>	<u>PHONE</u>
CENTERVILLE CITY		
PUBLIC WORKS DIRECTOR	MIKE CARLSON	801-292-8232
COMMUNITY DEVELOPMENT DIRECTOR	CORY SNYDER	801-292-8232
ROCKY MTN. POWER	JOEL SIMMONS	801-576-6222
DOMINION ENERGY	DEANNA HOPKINS	801-234-3956
CENTURY LINK	TERESA HINTON	801-974-8181
COMCAST	JEFF HOUSTON	435-224-2356
SPINNAKER LAND LLC	PAUL FESER	801-433-2498

DRAWING INDEX

[illegible]

CONSTRUCTION NOTES

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY STANDARDS, MATERIALS AND CONSTRUCTION NOT COVERED IN SAID STANDARD SHALL COMPLY WITH PUBLISHED REQUIREMENTS OF THE UTAH CHAPTER OF THE APWA. CONTRACTOR SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS IN PUBLIC RIGHT OF WAY AND TRAFFIC CONTROL. CONTRACTOR SHALL COMPLY WITH CITY STANDARDS AND SPECIFICATIONS IN LATEST EDITION, SEE SEWER AND WATERLINE NOTES FOR ADDITIONAL REQUIREMENTS. CONTRACTOR TO OBTAIN CURRENT OF SAID STANDARDS. IN ALL CASES, IN THE PUBLIC RIGHT OF WAY, THE CITY STANDARDS GOVERN; THEN UTAH APWA STANDARDS; THEN CONSTRUCTION DRAWINGS AND SPECIFICATIONS.
2. CONTRACTOR RESPONSIBLE FOR PROTECTION OF ALL UTILITIES SHOWN OR NOT SHOWN, CALL "BLUE STAKES" BEFORE DIGGING.
3. CONTRACTORS SHALL ATTEND ALL PRE-CONSTRUCTION CONFERENCES AND ABIDE BY DIRECTIVES AND DECISIONS MADE THEREIN.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC SAFETY AND OSHA STANDARDS.
5. LOCATION AND INSTALLATION OF GAS, POWER, TELEPHONE, AND CABLE LINES TO BE DONE IN ACCORDANCE WITH EACH AGENCY'S GUIDELINES, LATEST EDITION.
6. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. HEDICAR RAMPS AS SHOWN IN THE CONSTRUCTION SET SHALL BE ADA PER CITY STDS.
8. CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS FOR WORK.
9. CONTRACTOR IS RESPONSIBLE TO KEEP A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT ON SITE BEFORE BEGINNING CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THESE STATE REQUIRED DOCUMENTS.
11. WHEN INSTALLING PROPOSED UTILITIES, CONTRACTOR TO IDENTIFY POTENTIAL CONFLICTS BETWEEN STORM DRAIN AND WATERLINES.
12. WHEREVER PROPOSED IMPROVEMENTS MEET EXISTING IMPROVEMENTS CONTRACTOR TO SAWCUT EXISTING ASPHALT FOR MATCH.
13. CONTRACTOR TO FOLLOW ALL RECOMMENDATIONS GIVEN IN A SOILS REPORT.
14. ALL RETAINING WALL SLOPES TO BE REVEGETATED PER CITY ORDINANCE

WATERLINE NOTES:

1. THE INTERNATIONAL FIRE CODE WILL BE USED TO REVIEW FOR COMPLIANCE, PLANS, DEVELOPMENT AND CONSTRUCTION WILL BE REQUIRED TO COMPLY WITH FIRE ACCESS, FIRE LIFE SAFETY SYSTEMS, WATER AVAILABILITY, HYDRANT SPACING AND ALL OTHER NECESSARY BUILDING, FIRE AND CITY CODES AND ORDINANCES TO MOVE FORWARD, PLANS ARE BEING REVIEWED TO MEET CODE. IT IS THE DEVELOPERS RESPONSIBILITY TO WORK WITH ALL UTILITIES IN MEETING THEIR REQUIREMENTS AND STANDARDS.
2. WATERSIDE WATER SYSTEMS TO BE CONSTRUCTED PER CITY STANDARDS AND SPECIFICATIONS.
3. CULINARY WATERLINES TO BE C900 PVC OR CLASS 52 D.I.P., UNLESS CALLED OUT DIFFERENTLY ON STDs OR CONSTRUCTION PLANS.
4. ALL WATERLINES SHALL BE 48" BELOW FINISHED GRADE TO TOP OF PIPE AND AVOID HIGH POINTS ON THE WATERLINE.
5. ALL VALVE COVERS TO BE RAISED OR LOWERED TO FINISHED GRADE.
6. CONTRACTOR TO NOTIFY CITY INSPECTORS FOR CHLORINE TEST PRIOR TO FLUSHING LINES, CHLORINE TESTING TO BE DONE IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
7. CONTRACTOR TO ADJUST DEPTH OF WATERLINE PER CITY STDs, TO CLEAR STORM DRAIN, SEWER LINES, OR OTHER UTILITIES PER CITY STD. SUCH LOOPS SHOULD BE MADE PER CITY STDs, BY ADJUSTING GRADES GRADUALLY WITHOUT BENDS WHERE POSSIBLE. IF FITTINGS ARE NEEDED THEN THE LOOP SHALL COMPLY WITH STANDARD DETAIL FOR WATERLINE LOOPS. CONTRACTOR SHALL CONTACT A CITY INSPECTOR IN ALL CASES AND INSPECTOR HAS FINAL SAY IF LINES ARE LOOPED OR ROPED.
8. FILL MATERIAL BENEATH THE WATERLINE SHALL BE COMPACTED AS REQUIRED BY CITY STANDARDS.
9. COMPACTION TESTS SHALL BE PERFORMED AT REGULAR INTERVALS PER CITY STANDARDS AND SUBMITTED TO CITY INSPECTOR.
10. (RP2) REDUCED PRESSURE ZONE BACKFLOW PREVENTER IS REQUIRED FOR OUTDOOR WATERING CONNECTION, PER MANUFACTURERS. CONTRACTOR TO REFER TO LANDSCAPING PLAN FOR ALL IRRIGATION SYSTEM LATERALS.
11. MAINTAIN 18" CLEAR OF UTILITY CROSSING AND LOOP WATERLINE.
12. INSTALL ISOLATION AND SHUTOFF VALVES ADJACENT TO THE MAIN W/ MJ OR FL FITTINGS.

SEWER NOTES:

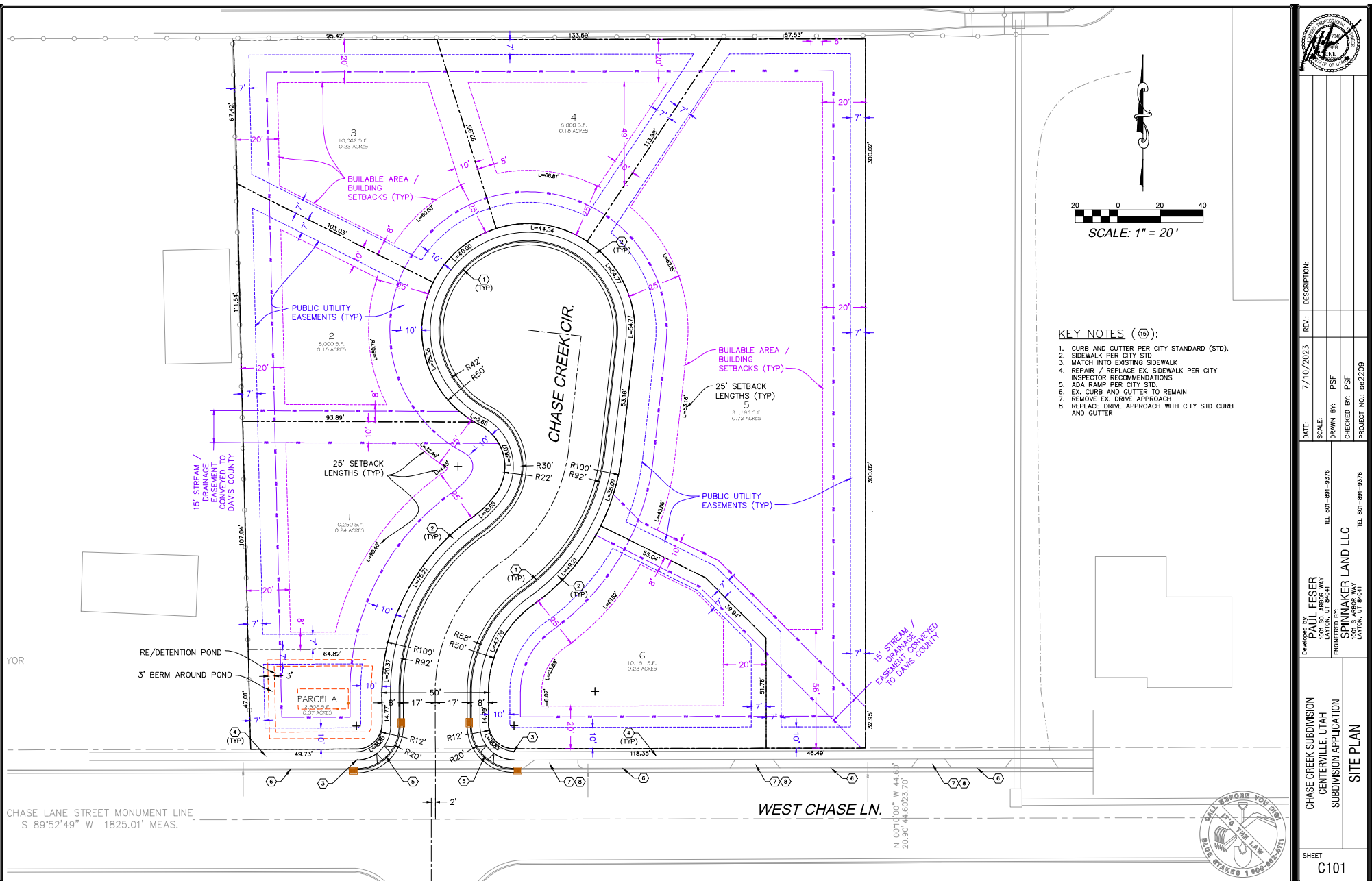
- SEWER LINES**
1. ALL SANITARY SEWER CONSTRUCTION AND MATERIALS SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS.
 2. ALL MANHOLE LIDS TO BE RAISED OR LOWERED TO FINISHED GRADE PER CITY STD'S AND SPECIFICATIONS.
 3. ALL GRAVITY FLOW SEWER TO BE SDR-35 PVC PIPE.
 4. ALL SEWER TO BE BACKFILLED WITH CITY STD APPROVED SELECT BACKFILL, AND COMPACTED PER CITY STANDARDS AND SPECIFICATIONS.
 5. CONTRACTOR SHALL VERIFY ALL EXISTING LOCATIONS AND INVERT ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES BEFORE STAKING OR CONSTRUCTING ANY NEW SEWER LINES.
 6. A MINIMUM OF FOUR (4) FEET OF COVER WILL BE REQUIRED OVER ALL SEWER LINES.
 7. LATERAL CONNECTIONS TO BUILDINGS TO BE PER CITY STD'S AND CLEANOUTS SHALL BE INSTALLED WITHIN 5' OF BUILDING FACE.

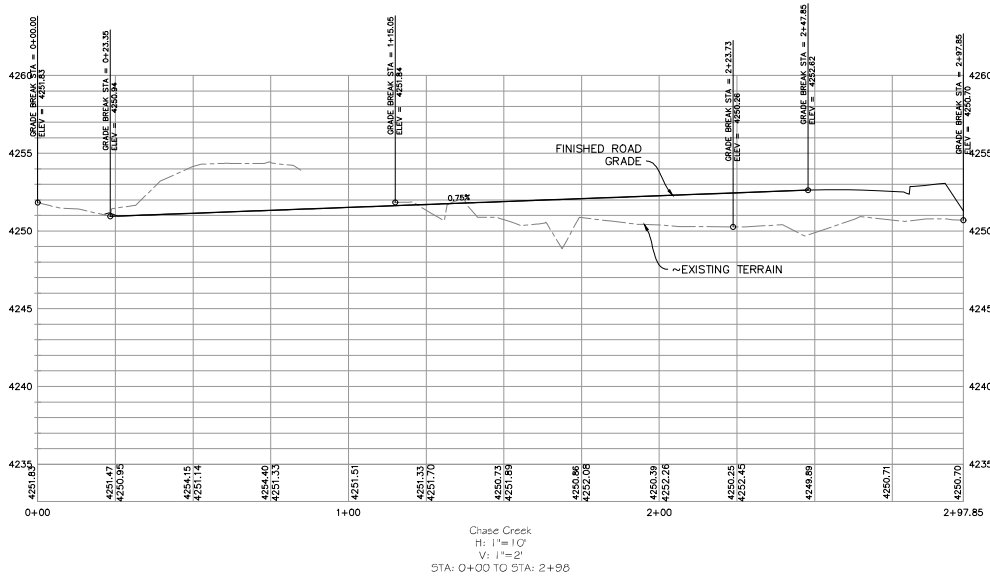
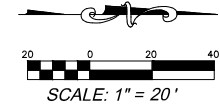
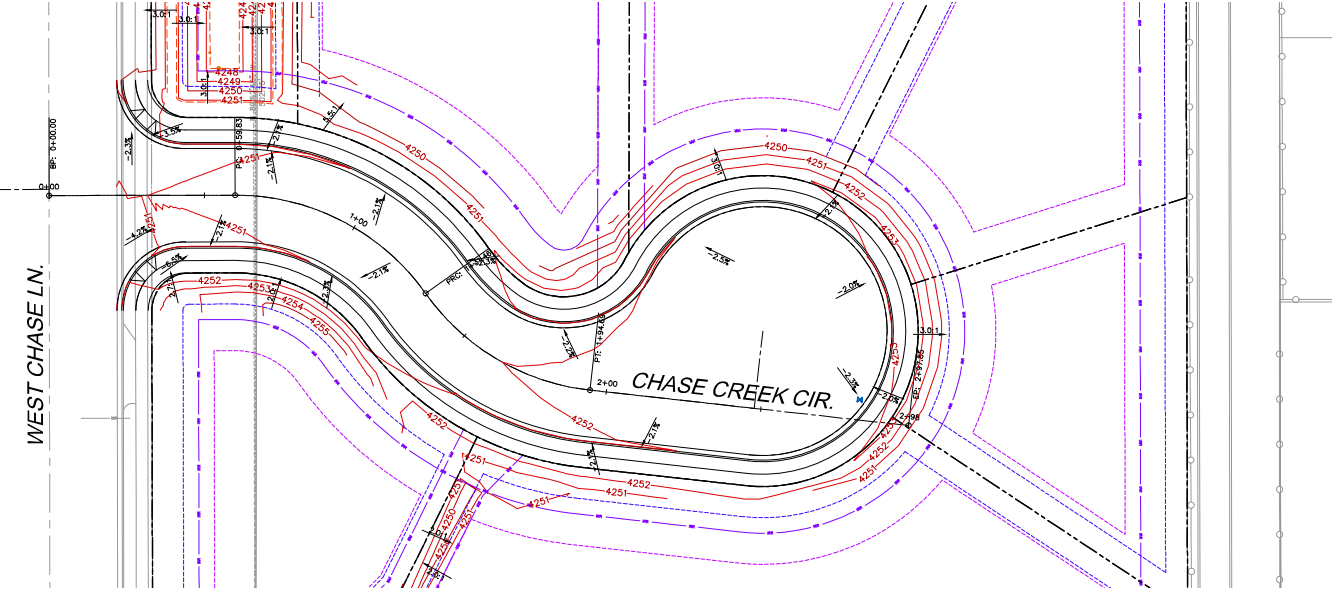
STORM DRAIN NOTES:

1. ALL STORM DRAIN PER CITY STDS.
2. PIPE TO BE ADS N-12 AND RCP IN PUBLIC R.O.W., UNLESS OTHERWISE NOTED.
3. ALL STORM DRAIN JOINTS ARE TO BE RATED TO 20 PSI.
4. ALL PARKING AREAS TO OUTFALL INTO A CATCH BASIN OR SIMILAR APPROVED OIL/DEBRIS STOP
5. WATER TIGHT JOINTS REQUIRED FOR STORM DRAIN PIPES
6. ALL ROOF DRAINS CAN OUTFALL DIRECTLY INTO STORM DRAIN SYSTEM WITH A CLEANOUT WITHIN 5' OF BUILDING AND EITHER DIRECT CONNECTION TO A STORM BOX OR A ROSE-ON CONNECTION TO THE MAIN
7. ALL STORM STRUCTURES INCLUDING MANHOLES, CATCH BASINS, AND SO FORTH TO BE TRAFFIC RATED AND SHALL BE ADEQUATELY SIZED TO ACCOMMODATE THE INCOMING AND OUTGOING PIPES.

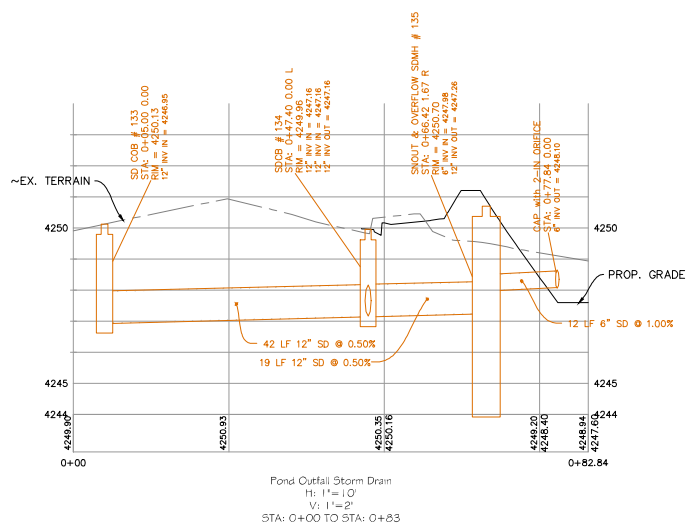


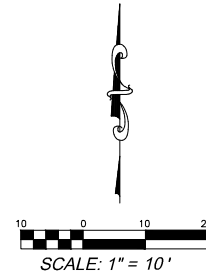
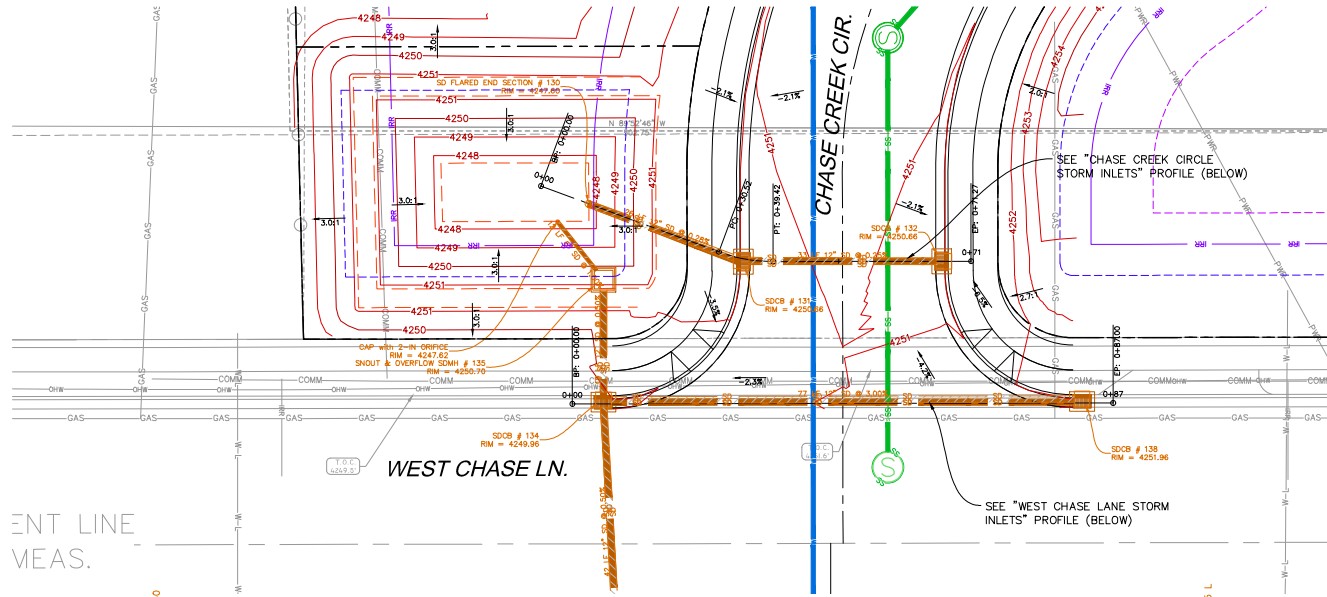
P:\Vec2209_Moremen\Draw\330710a Chase Creek.dwg Jul 10, 2023 -- 11:59am



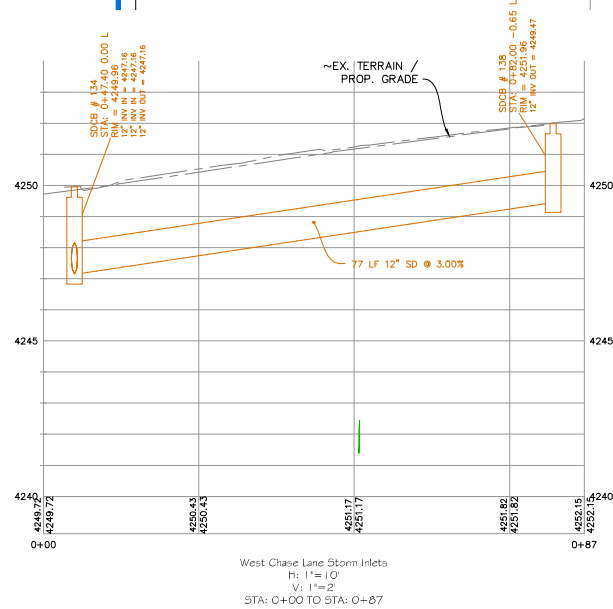
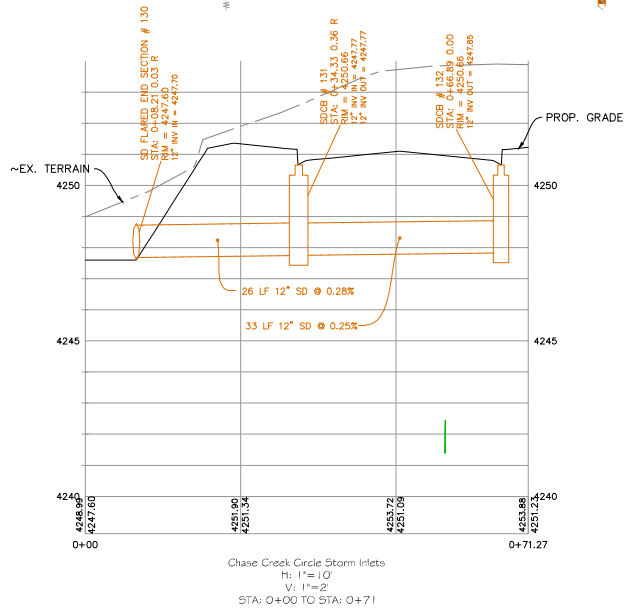


DATE: 7/10/2023	REV: 1	DESCRIPTION:
SCALE:	DRAWN BY: PSF	CHECKED BY: PSF
PROJECT NO.: 842209		
CHASE CREEK SUBDIVISION CENTERVILLE, UTAH SUBDIVISION APPLICATION ROADWAY PLAN AND PROFILE	DESIGNED BY: PAUL FESER 1001 S. JARVIS WAY SPRINKLER LAND LLC 1001 S. JARVIS WAY CANYON, UT 84015	TEL: 801-891-9376 TEL: 801-891-9376
SHEET C201		

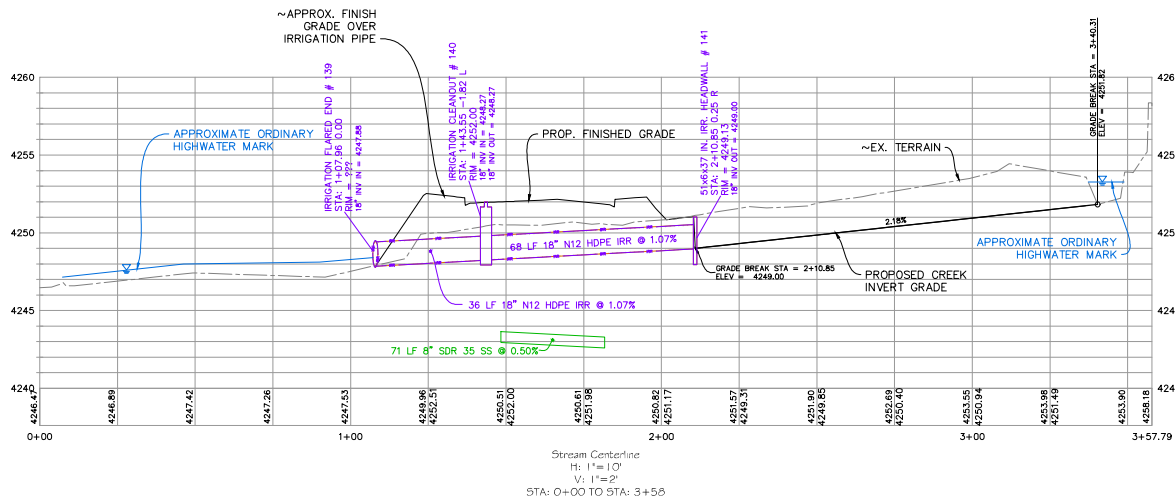
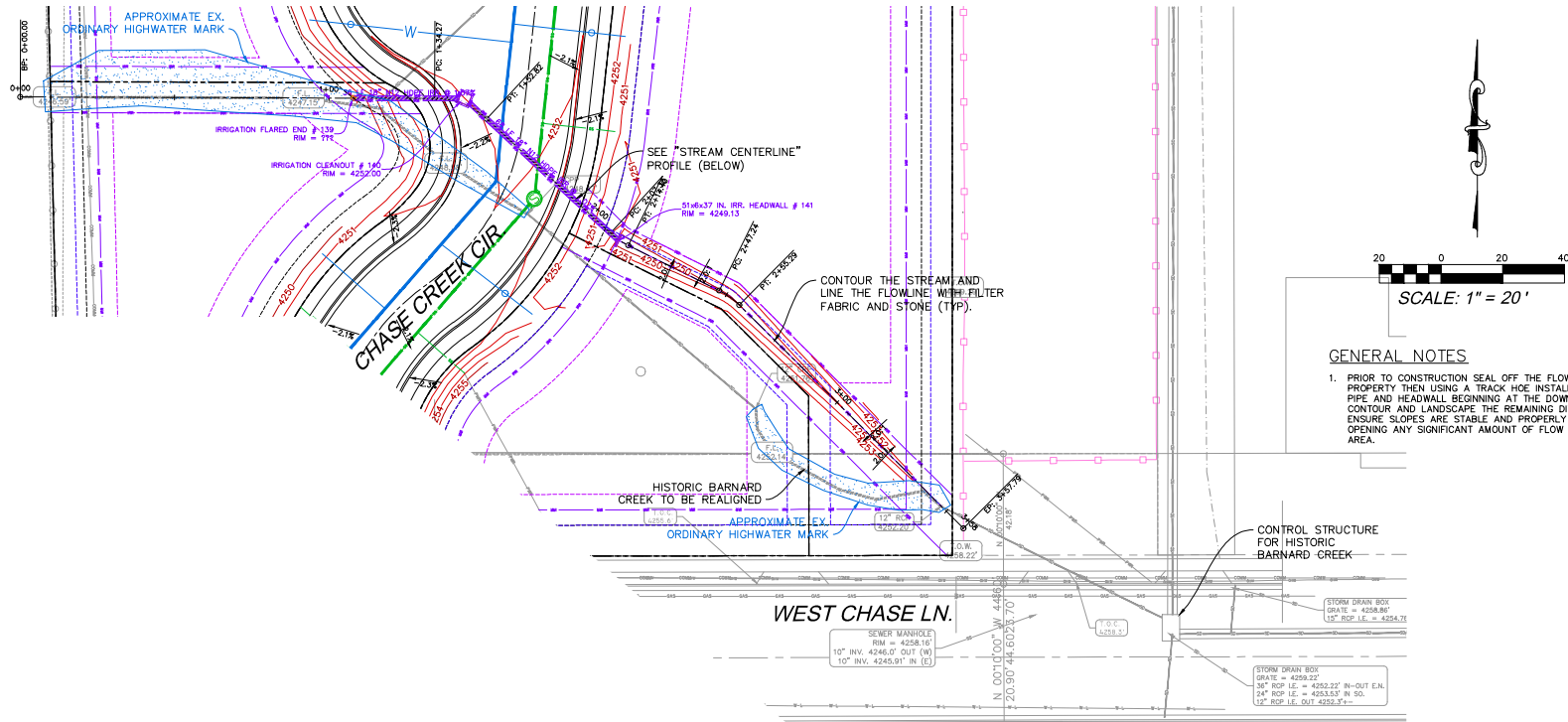
Page 32 of 102



ENT LINE
MEAS.



CHASE CREEK SUBDIVISION CENTERVILLE - UTAH SUBDIVISION APPLICATION DRAINAGE PLAN AND PROFILES	DATE:	7/10/2023	REV:	DESCRIPTION:
	SCALE:			
	DRAWN BY:	PSF		
	CHECKED BY:	PSF		
DRIVEN BY: PAUL FESER 1001 S. JARVIS WAY CANYON, UT 84015 ENGINEERED BY: SPRINKLER LAND LLC 1001 S. JARVIS WAY CANYON, UT 84015	PROJECT NO.:	842209		
SHEET G202				



CHASE CREEK SUBDIVISION CENTERVILLE, UTAH SUBDIVISION APPLICATION	DRAINAGE PLAN AND PROFILES	DATE: 7/10/2023 SCALE: 1" = 20' DRAWN BY: PSF CHECKED BY: PSF PROJECT NO.: 842209	REVISIONS	DESCRIPTION

SHEET G203

STORM WATER POLLUTION PREVENTION PLAN SPECIFIC NOTES

1. THIS STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WAS DEVELOPED AT THE REQUEST OF THE OWNER FOR THE CONSTRUCTION OF A SUBDIVISION IN THE CITY. THIS PLAN IDENTIFIES POTENTIAL SOURCES OF POLLUTANTS OF STORM WATER, PRESENTS POLLUTION CONTROL MEASURES, AND ASSISTS IN INSURING IMPLEMENTATION AND MAINTENANCE OF THE BEST MANAGEMENT PRACTICES (BMP'S) INDICATED HEREIN.
2. A NOTICE OF INTENT WILL BE FILED WITH THE STATE OF UTAH WATER RESOURCES CONTROL BOARD BY THE OPERATOR SO THAT THIS CONSTRUCTION PROJECT MAY BE COVERED UNDER THE STATE GENERAL PERMIT. THE PERMIT IS NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.
3. IN THE EVENT OF A CHANGE IN OWNERSHIP, A NEW NOTICE OF INTENT SHALL BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD.
4. IN THE EVENT OF A RELEASE OF A REPORTABLE QUANTITY OF A POLLUTANT, THE CONTRACTOR SHALL ADVISE THE OWNER TO NOTIFY THE NATIONAL RESPONSE CENTER, CITY, AND SPINNAKER LAND LLC. IF NECESSARY, THIS POLLUTION PREVENTION PLAN SHOULD BE REVISED TO REFLECT THE CHANGE IN CONDITIONS OF THE CONSTRUCTION ACTIVITY. A REPORTABLE QUANTITY IS ESTABLISHED BY CODE 40 OF FEDERAL REGULATION (CFR) 117.3 OR 40 CFR 302.4.
5. ALL CONTRACTORS AND THEIR PERSONNEL, WHOSE WORK CAN CONTRIBUTE TO OR CAUSE POLLUTION OF STORM WATER SHOULD BE MADE FAMILIAR WITH THIS POLLUTION PREVENTION PLAN. ADEQUATE TRAINING FOR IMPLEMENTATION OF THE MEASURES PRESENTED HEREIN SHALL BE PROVIDED TO THE CONTRACTORS AND THEIR PERSONNEL.
6. CHANGES IN CONSTRUCTION OR IN CONDITIONS WHICH ARE NOT COVERED BY THIS PLAN SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNERS AND SPINNAKER ENGINEERING SCIENCE, LLC. IF NECESSARY, THIS POLLUTION PREVENTION PLAN WILL BE REVISED TO REFLECT THE CHANGES IN CONSTRUCTION OR IN CONDITIONS.
7. ALL PREVENTION AND CLEAN UP MEASURES SHOULD BE CONDUCTED IN ACCORDANCE WITH CITY ORDINANCES, AS WELL AS STATE AND FEDERAL REGULATIONS. WASTE MATERIALS SHOULD BE DISPOSED OF IN A LEGAL MANNER. ALL DISCHARGES OF STORM WATER MUST COMPLY WITH THE LAWFUL REQUIREMENTS OF THE CITY AND OTHER AGENCY AGENCIES REGARDING THE DISCHARGES OF STORM WATER TO STORM DRAINS.
8. THIS PLAN DOES NOT COVER THE REMOVAL OF HAZARDOUS OR TOXIC WASTE. IN THE EVENT OF A DISCHARGE OR RELEASE OF A REPORTABLE QUANTITY OF TOXIC WASTE, WORK SHOULD BE STOPPED UNTIL THE SPILL CAN BE ASSESSED AND A MITIGATION REPORT PREPARED BY A QUALIFIED ENVIRONMENTAL CONSULTANT, AND IF NECESSARY, REVIEW BY THE CITY AND ANY OTHER AGENCY HAVING JURISDICTION.
9. THIS SWPPP SHALL BE MADE AVAILABLE TO THE PUBLIC UNDER SECTION 308(B) OF THE CLEAN WATER ACT. UPON REQUEST BY MEMBERS OF THE PUBLIC, THE DISCHARGER SHALL MAKE AVAILABLE FOR REVIEW A COPY OF THIS SWPPP EITHER TO THE UTAH STATE DEPARTMENT OF ENVIRONMENTAL QUALITY OR DIRECTLY TO THE REQUESTER. THIS SWPPP MUST BE KEPT ON THE SITE DURING CONSTRUCTION ACTIVITY AND MADE AVAILABLE UPON REQUEST OF A REPRESENTATIVE OF THE UTAH STATE DEPARTMENT OF ENVIRONMENTAL QUALITY AND/OR THE LOCAL AGENCY.
10. CONTACTS

OWNER	
TBD	
QUAL. ENGINEER	
SPINNAKER LAND LLC	PAUL FESER, P.E.
1001 ARBOR WAY	801-891-9376
LAYTON, UT 84041	
CONTRACTOR/DISCHARGER	
TBD	
GOVERNMENT	
CITY OF CENTERVILLE	
STATE OF UTAH	ENVIRONMENTAL
DEPARTMENT OF ENVIRONMENTAL QUALITY	ENGINEER
DIVISION OF WATER QUALITY	
US EPA, DENVER, CO	REGION VII
US EPA, NATIONAL	202-476-9518
US EPA, WASHINGTON, DC	800-759-4372
11. REFERENCES
 - 11.1. GRADING AND DRAINAGE PLAN PER SPINNAKER ENGINEERING SCIENCE, LLC.
 - 11.2. EROSION CONTROL PLAN PER SPINNAKER ENGINEERING SCIENCE, LLC. SHEETS 0400-G401
 - 11.3. THE PROPOSED CONSTRUCTION ACTIVITY IS CONSTRUCTION OF ROADWAY
 - 11.4. A PRIVATE ON-SITE STORM DRAIN SYSTEM COLLECTS ALL THE WATER ON THE SITE AND DIRECTS IT TO A PUBLIC STORM WATER SYSTEM.
 - 11.5. THE EXISTING SOILS ARE UNKNOWN.
 - 11.6. THE TOTAL AREA OF THE SITE TO BE DISTURBED IS 3 ACRES.
 - 11.7. AFTER CONSTRUCTION THE ESTIMATED RUNOFF COEFFICIENT IS APPROXIMATELY 0.6. PRE CONSTRUCTION RUNOFF COEFFICIENT IS APPROXIMATELY 0.4.
 - 11.8. PERMANENT STABILIZATION WILL BE ACHIEVED BY LANDSCAPING ALL AREAS NOT TO RECEIVE ASPHALT, WALKS, OR BUILDINGS. LANDSCAPE AREAS WILL CONSIST OF SOD, ROCK, BARK MULCH, OR OTHER APPROVED GROUND COVER.
 - 11.9. THE SEQUENCE OF ACTIVITIES WILL BE DEMOLITION, UNDERGROUND UTILITIES, GRADING, BUILDING CONSTRUCTION, CONCRETE, PAVING AND LANDSCAPING.
 - 11.10. RECEIVING WATER ARE THE JORDAN RIVER AND THE GREAT SALT LAKE.
 - 11.11. CONTRACTOR MUST OBTAIN A UPDES PERMIT FROM STATE PRIOR TO ANY CONSTRUCTION ACTIVITY INCLUDING SITE GRADING.

STORM WATER POLLUTION PREVENTION PLAN GENERAL NOTES

1. PROHIBITION ON MOST NON-STORM WATER DISCHARGES: ONLY STORM WATER FROM THE PROJECT SHALL BE ALLOWED TO FLOW INTO THE ON-SITE STORM DRAIN SYSTEM. CLEAN, NON-CHLORINATED WATER FROM THE FLUSHING OF FIRE HYDRANTS, WATER MAINS, AND STORM DRAINS MAY BE DISCHARGED TO THE STORM DRAIN PROVIDED IT IS NOT ALLOWED TO COLLECT DIRT, DEBRIS, AND TRASH WHILE FLOWING TO A STORM DRAIN INLET.
2. SOURCES OF STORM WATER POLLUTANTS: STORM WATER POLLUTANTS INCLUDE SOIL SEDIMENT AND NUTRIENTS, OIL, GREASE, TOXIC POLLUTANTS, AND HEAVY METALS. SOURCES OF STORM WATER POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO SOIL EROSION BY WATER AND/OR WIND; CLEARING OF VEGETATION; GRADING; VEHICLE AND EQUIPMENT REFUELING AND MAINTENANCE; WASHING OF CONCRETE TRUCKS, MIXERS, AND HANDLING EQUIPMENT; PAINTS, SOLVENTS AND ADHESIVES; AND LANDSCAPING WORK.
3. EROSION AND SEDIMENT CONTROLS:
 - 3.1. EXPOSED STOCKPILES OF SOILS ARE TO BE INSPECTED REGULARLY. STOCKPILES ARE TO BE WATERED TO CONTROL DUST. STOCKPILES ARE TO BE LOCATED IN AREAS WHERE BMP'S ARE BEING PRACTICED.
 - 3.2. IN LANDSCAPING AREAS WHERE THE VEGETATION HAS NOT ESTABLISHED GROWTH AND TAKEN HOLD, CONSTRUCTION SANDBAG OR DIRT BERMS AROUND THEIR PERIMETER TO INSURE THAT WATER WILL BE CONTAINED INSIDE THE LANDSCAPING AREA AND THAT IT WILL NOT BE CONVEYED TO A STORM DRAIN INLET.
 - 3.3. RE-VEGETATE AREAS WHERE LANDSCAPING HAS DIED OR NOT TAKEN HOLD.
 - 3.4. DIVERT STORM WATER RUNOFF AROUND DISTURBED SOILS WITH BERMS OR DIRT SWALES.
4. OTHER CONTROLS:
 - 4.1. WASTE DISPOSAL
 - 4.1.1. KEEP WASTE DISPOSAL CONTAINERS COVERED.
 - 4.1.2. PROVIDE FOR THE WEEKLY (OR MORE FREQUENT, IF NECESSARY) DISPOSAL OF WASTE CONTAINERS.
 - 4.2. SWEEPING OF SITE
 - 4.2.1. PROVIDE WEEKLY SWEEPING BY HAND OR MECHANICAL MEANS TO KEEP THE PAVED AREAS OF THE SITE FREE OF DUST, DIRT, AND DEBRIS.
 - 4.2.2. DISPOSE OF ACCUMULATED DIRT IN WASTE CONTAINERS OR HAUL IT OFF THE SITE TO A LANDFILL.
 - 4.3. SANITARY/SEPTIC DISPOSAL: PORTABLE TOILETS AND OTHER SANITARY FACILITIES SHALL BE STAKED DOWN, SERVICED WEEKLY AND PUMPED CLEAN BY A WASTE DISPOSAL COMPANY. NO TOXIC OR HAZARDOUS WASTE SHALL BE DISPOSED IN A PORTABLE TOILET OR IN THE ON-SITE SANITARY SEWER.
 - 4.4. SPILLS
 - 4.4.1. STORE ADEQUATE ABSORBENT MATERIALS, RAGS, BROOMS, SHOVELS, AND WASTE CONTAINERS ON THE SITE TO CLEAN-UP SPILLS OF MATERIALS SUCH AS FUEL, PAINT, SOLVENTS, OR CLEANERS. CLEAN UP MINOR SPILLS IMMEDIATELY.
 - 4.4.2. FOR REPORTABLE QUANTITY OF HAZARDOUS OR TOXIC SUBSTANCES, SECURE THE SERVICES OF QUALIFIED PERSONNEL FOR CLEAN-UP AND DISPOSAL.
 - 4.5. CONTROL OF ALLOWABLE NON-STORM WATER DISCHARGES: LANDSCAPING IRRIGATION, EROSION CONTROL MEASURES, PIPE FLUSHING AND TESTING, AND PAVEMENT WASHING ARE ALLOWED IF THEY CANNOT FEASIBLY BE ELIMINATED, COMPLY WITH THIS PLAN. DO NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF WATER QUALITY STANDARDS, AND ARE NOT REQUIRED TO BE PERMITTED BY THE LOCAL REGIONAL WATER QUALITY CONTROL BOARD.
 - 4.6. VEHICLES AND EQUIPMENT
 - 4.6.1. FIX LEAKS OF FUEL, OIL, AND OTHER SUBSTANCES IMMEDIATELY.
 - 4.6.2. PERFORM REFUELING AND SERVICE OF VEHICLES OR EQUIPMENT OFF-SITE WHEN POSSIBLE. IF REFUELING OR SERVICE EQUIPMENT IS PERFORMED ON-SITE, THEN PROVIDE AN IMPERVIOUS, CONTAINED AREAS WHERE ANY SPILLS CAN BE CONTAINED WITHOUT FLOWING TO A STORM WATER INLET OR INTO THE GROUND.
 - 4.6.3. USE DRIP PANS TO CATCH LEAKS AND SMALL SPILLS.
 - 4.7. CONCRETE TRUCKS, MIXERS, AND HANDLING EQUIPMENT:
 - 4.7.1. DO NOT DISPOSE OF WASHOUT FROM THE WASHING OF CONCRETE TRUCKS, MIXERS, AND HANDLING EQUIPMENT WHERE IT WILL FLOW INTO A STORM WATER INLET OR INTO A PUBLIC STREET.
 - 4.7.2. PROVIDE A HOLDING TANK TO RECEIVE ANY WASHOUT FROM CONCRETE EQUIPMENT. DISPOSAL OF TANK CONTENTS SHOULD BE CONDUCTED BY A WASTE HANDLING FIRM.
 - 4.7.3. PROVIDE A DESIGNATED AREA FOR WASHING ANY VEHICLES OR EQUIPMENT. DRAINAGE FROM THIS AREA SHOULD FLOW TO THE HOLDING TANK.
 - 4.8. LANDSCAPING OPERATIONS:
 - 4.8.1. USE ONLY THE MINIMUM AMOUNT OF LANDSCAPING FERTILIZERS, NUTRIENTS, AND OTHER CHEMICALS THAT ARE NEEDED.
 - 4.8.2. DO NOT OVER WATER FERTILIZED OR TREATED LANDSCAPE AREAS. MINIMIZE RUNOFF OF IRRIGATION WATER FROM LANDSCAPING.
 - 4.9. STORM WATER INLETS: KEEP ALL ON-SITE STORM WATER INLETS CLEAN AND FREE OF DIRT AND DEBRIS. IN THE EVENT THAT SEDIMENT AND DEBRIS MAY FLOW TO AN INLET, PROVIDE AN 18-INCH (MINIMUM) STRAW BARRIER AROUND THE INLET TO TRAP THE DIRT AND DEBRIS AND ALLOW ONLY CLEAN STORM WATER TO ENTER THE INLET.
 - 4.10. MUD TRACKING AND DUST CONTROL
 - 4.10.1. CONTRACTOR TO PROVIDE A STABILIZED CONSTRUCTION ENTRANCE FOR THE PROJECT. THE ENTRANCE SHALL INCLUDE A MINIMUM OF 8" THICK DRAIN ROCK (2'-3') OVER A GEOTEXTILE FABRIC. THE ENTRANCE SHALL BE A MINIMUM OF 24 FEET WIDE AND 50 FEET LONG.
 - 4.10.2. IN THE GRAVEL ENTRANCE DOES NOT REMOVE ALL MUD FROM BEING TRACKED ONTO THE PUBLIC ROAD, THE CONTRACTOR SHALL HAVE A MEANS OF WATER FOR WASHDOWN PLACED AT EACH CONSTRUCTION ENTRANCE. CONTRACTOR SHALL THEN WASHDOWN TRUCKS PRIOR TO ENTRANCE ONTO PUBLIC ROADS.

DEFINITIONS

1. "BEST MANAGEMENT PRACTICES" (BMP'S) MEANS SCHEDULES OF ACTIVITIES, PROHIBITIONS OF PRACTICES, MAINTENANCE PROCEDURES, AND OTHER MANAGEMENT PRACTICES TO PREVENT OR REDUCE THE POLLUTION OF WATERS OF THE UNITED STATES. BMP'S ALSO INCLUDE TREATMENT REQUIREMENTS, OPERATING PROCEDURES, AND PRACTICES TO CONTROL SITE EROSION, SPILLAGE OR LEAKS, WASTE DISPOSAL, OR DRAINAGE FROM RAW MATERIALS STORAGE.
2. "CLEAN WATER ACT" (CWA) MEANS THE FEDERAL WATER POLLUTION CONTROL ACT ENACTED BY PUBLIC LAW 92-500 AS AMENDED BY PUBLIC LAWS 95-217, 95-576, 96-483, AND 97-111; 33 USC 1251 ET SEQ.
3. "CONSTRUCTION SITE" IS THE LOCATION OF THE CONSTRUCTION ACTIVITY.
4. "NON-STORM WATER DISCHARGE" MEANS ANY DISCHARGE TO STORM DRAIN SYSTEMS THAT IS NOT COMPOSED ENTIRELY OF STORM WATER EXCEPT DISCHARGE PURSUANT TO AN NPDES PERMIT AND DISCHARGES RESULTING FROM FIRE FIGHTING ACTIVITIES.
5. "SIGNIFICANT MATERIALS" INCLUDES, BUT IS NOT LIMITED TO RAW MATERIALS; FUELS; MATERIALS SUCH AS SOLVENTS, DETERGENTS, AND PLASTIC PELLETS; FINISHED MATERIALS SUCH AS METALLIC PRODUCTS; RAW MATERIALS USED IN FOOD PROCESSING OR PRODUCTION HAZARDOUS SUBSTANCES DESIGNATED UNDER SECTION 101(14) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA); ANY CHEMICAL THE FACILITY IS REQUIRED TO REPORT PURSUANT TO SECTION 313 OF TITLE III OF SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT (SARA); FERTILIZERS; PESTICIDES; AND WASTE PRODUCTS SUCH AS ASHES, SLAG, AND SLUDGE THAT HAVE THE POTENTIAL TO BE RELEASED WITH STORM WATER DISCHARGES.
6. "SIGNIFICANT QUANTITIES" IS THE VOLUME, CONCENTRATIONS, OR MASS OF A POLLUTANT IN STORM WATER DISCHARGE THAT CAN CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR NUISANCE; ADVERSELY IMPACT HUMAN HEALTH OR THE ENVIRONMENT; AND CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY APPLICABLE WATER QUALITY STANDARDS FOR THE RECEIVING WATER.
7. "STORM WATER" MEANS STORM WATER RUNOFF, SNOW MELT RUNOFF, SURFACE RUNOFF AND DRAINAGE. IT EXCLUDED INFILTRATION AND RUNOFF FROM AGRICULTURAL LAND.
8. "POLLUTION" MEANS THE MAN-MADE OR MAN-INDUCED ALTERATION OF THE CHEMICAL, PHYSICAL, BIOLOGICAL, AND RADIOLOGICAL INTEGRITY OF WATER (CLEAN WATER ACT SECTION 502(9)).
9. "CONTAMINATION" MEANS AN IMPAIRMENT OF THE QUALITY OF THE WATER OF THE STATE BY WASTE TO A DEGREE WHICH CREATES A HAZARD TO THE PUBLIC HEALTH THROUGH POISONING OR THROUGH THE SPREAD OF DISEASE... INCLUDING ANY EQUIVALENT EFFECT RESULTING FROM THE DISPOSAL OF WASTE, WHETHER OR NOT WATERS OF THE STATE ARE AFFECTED.
10. "NUISANCE" MEANS ANYTHING WHICH MEETS ALL OF THE FOLLOWING REQUIREMENTS: (1) IS INJURIOUS TO HEALTH, OR IS INDECENT OR OFFENSIVE TO THE SENSES, OR AN OBSTRUCTION TO THE FREE USE OF PROPERTY, SO AS TO INTERFERE WITH THE COMFORTABLE ENJOYMENT OF LIFE AND PROPERTY; (2) AFFECTS AT THE SAME TIME AN ENTIRE COMMUNITY OR NEIGHBORHOOD, OR ANY CONSIDERABLE NUMBER OF PERSONS. ALTHOUGH THE EXTENT OF THE ANNOYANCE OR DAMAGE INFLICTED UPON INDIVIDUALS MAY BE UNEQUAL; (2) OCCURS DURING OR AS A RESULT OF THE TREATMENT OR DISPOSAL OF WASTES.
11. "LOCAL AGENCY" MEANS ANY AGENCY THAT IS INVOLVED WITH REVIEW, APPROVAL, OR OVERSIGHT OF THE CONSTRUCTION SITES' CONSTRUCTION ACTIVITY, EROSION AND SEDIMENT CONTROLS, OR STORM WATER DISCHARGE.

CERTIFICATION

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS TO THE BEST OF MY KNOWLEDGE AND BELIEVE, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY FOR FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

OPERATOR NAME _____ DATE _____

OPERATOR NAME _____ DATE _____



DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

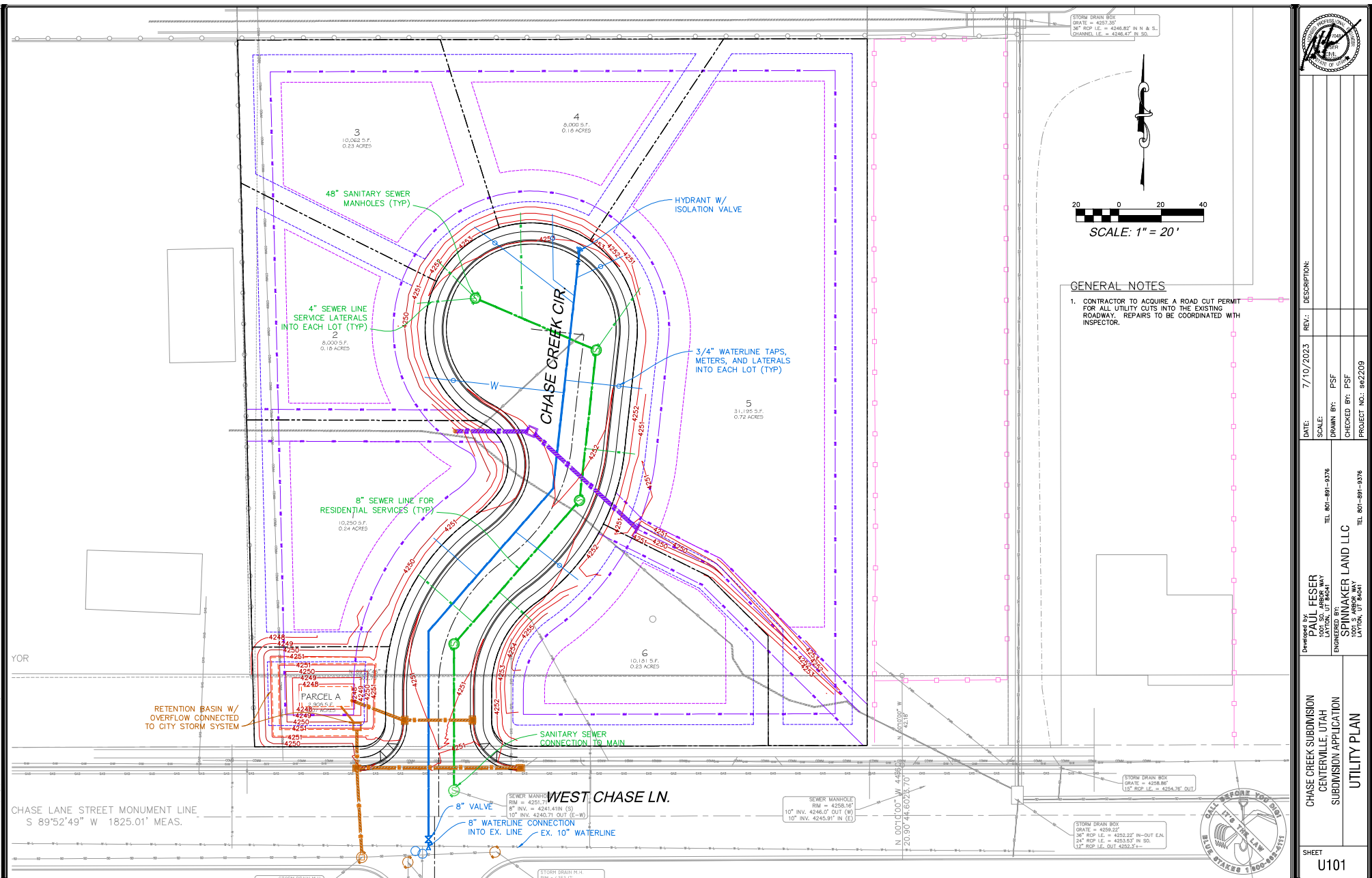
DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

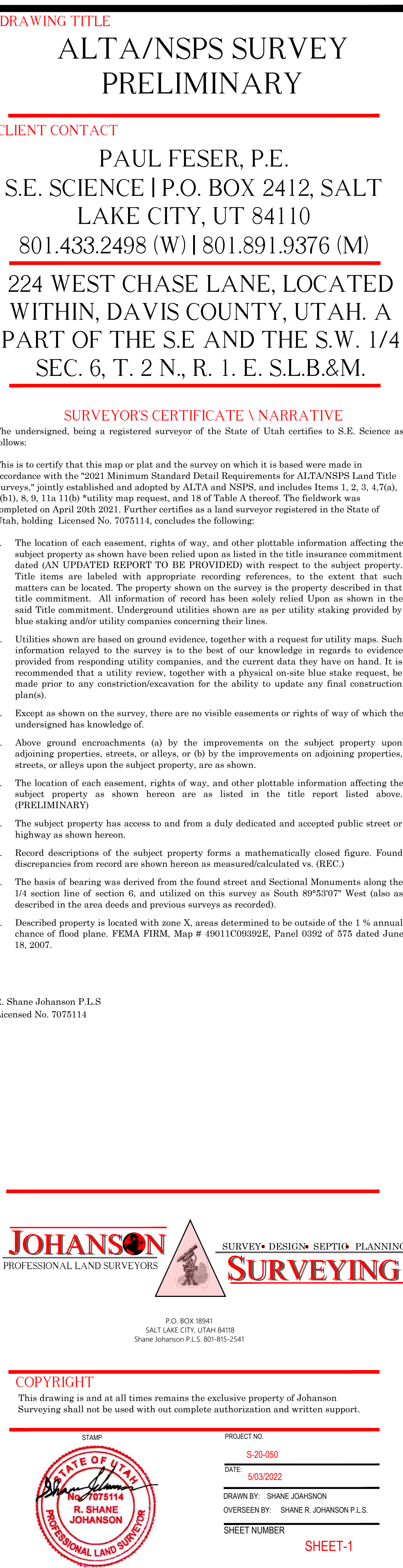
DATE: 7/10/2023 REV: PSF

DATE: 7/10/2023 REV: PSF

DATE: 7/10/



DATE	7/10/2023	REV.		DESCRIPTION
DRAWN BY	PSF	CHECKED BY	PSF	
PROJECT NO.	942209			
DESIGNED BY	PAUL FESER	SCALE		
ENGINEERED BY	PAUL FESER			
UTILITY PLAN				
CHASE CREEK SUBDIVISION CENTERVILLE, UTAH SUBDIVISION APPLICATION				
SPINNAKER LAND LLC				
1001 S ARBOR WAY				
UTAH, 84101				
TEL. 801-891-9376				
TEL. 801-891-9376				
SHEET	U101			



JOINT PERMIT APPLICATION FORM

AKA STREAM ALTERATION APPLICATION

The Joint Permit Application Form is applicable to all projects that propose to alter the bed and/or banks of a natural stream in the State of Utah and is used to facilitate review of projects for compliance with Section 73-3-29 of the Utah Code and Administrative Rule R655-13 by the State Engineer's Office (SEO).

Although not a formal application of the U.S. Army Corps of Engineers (Corps), the information requested on the Joint Permit Application Form is used by the Corps to determine if the project meets the terms and conditions of Programmatic General Permit 10 (PGP-10), Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act.

Following submission of the application form and review by the SEO, the Corps, other relevant government agencies and the general public, the SEO and the Corps will determine if the project meets the approval criteria provided in Section 73-3-29 and PGP-10. Should the proposal meet all these approval criteria, a Joint Permit/Order of the State Engineer will be issued for the proposed project. A State Only Permit/Order of the State Engineer may be issued if the project does not meet the approval criteria of PGP-10 and the applicant will be referred to the Corps for alternative permitting if applicable.

Full text of Section 73-3-29, R655-13 and PGP-10 can be found at the following links:

73-3-29	https://le.utah.gov/solrsearch.jsp?ktype=Code&request=73-3-29
R655-13	https://rules.utah.gov/publicat/code/r655/r655-013.htm
PGP-10	https://www.waterrights.utah.gov/strmalt/whitepapers/20160222_PGP10.pdf

SOME NOTES ON COMPLETING THE JOINT PERMIT APPLICATION FORM

Although most information requested on the application form is self-explanatory, the following may be useful in completing the form.

Applicant: The applicant is the person, agency, or other organization that will be responsible for the work and meeting all conditions of an approved application. Therefore, contractors or consultants should not be listed within the applicant fields.

Authorized agent: If a consultant or contractor or other individual besides the applicant has been retained to either design or conduct the actual stream alteration project and will act as a primary contact person for the SEO, please enter the name of that person. If the applicant is to act as his or her own agent, leave these fields blank.

Stream to be altered: the name of the stream, river, or creek that is to be altered. If the project will not physically alter the channel of a natural stream, but only occurs adjacent to it, enter the name of the watercourse anyway. If the project will alter more than one watercourse, please fill out separate applications for each watercourse.

Latitude and longitude: These are the coordinates of the proposed project. Few (if any) proposals are constrained at a point so please enter the approximate center point of the proposed stream alteration. Latitude and longitude coordinates can be found using the SOE map server utility at:

<https://maps.waterrights.utah.gov/EsriMap/map.asp?layersToAdd=StreamAlteration>

Waters of the U.S.: This includes all areas located below the ordinary high water mark (OHW) of the channel. The ordinary high water mark is the line on the bank established by fluctuations of water and indicated by physical characteristics such as shelving, destruction of terrestrial vegetation, presence of litter or debris, or changes in the character of soil. OHW is considered analogous to bank full discharge or average seasonal high flow. The flow corresponding to the elevation of the water surface, in a natural stream, where overflowing onto the floodplain normally begins. In urbanized streams this is often lower than the top of bank.

This page may be discarded prior to application form submission.

Stream Alterations

Restoration Activities: Restoration is the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purposes of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation. Reestablishment is the manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions. Rehabilitation is the manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions of a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function but does not result in a gain in aquatic resource area.

Placement of fill material in waters of the U.S.: This section of the application form is critical for review by the Corps. As noted in the application, examples of fill material include, but are not limited to: rock, sand, soil, clay, plastics, construction debris, wood chips, and materials used to create any structure or infrastructure in the waters of the U.S. Fill not only includes material introduced to the stream, but also material relocated from the stream. For example, if a utility was to be installed via open trench and the trench backfilled with the excavated material, that material should be counted as fill.

Plan-view drawing: Plan-view drawings should be accurately scaled and contain enough information that the nature and extent of the project is easily understandable. All drawings should show the proposed work with respect to the channel being altered. Depending on the nature of the project, before and after plan-view drawings may need to be provided. An example plan-view drawing is shown in Figure 1.

Cross-sectional drawing: Cross-sectional view drawings should be accurately scaled and contain enough information that the nature and extent of the project is easily understandable. All drawings should show the proposed work with respect to the channel being altered. Cross-sectional drawings must also show the location of the OHW mark. Depending on the nature of the project, before and after cross-sectional view drawings may need to be provided. An example of a cross-sectional drawing is shown in Figure 2.

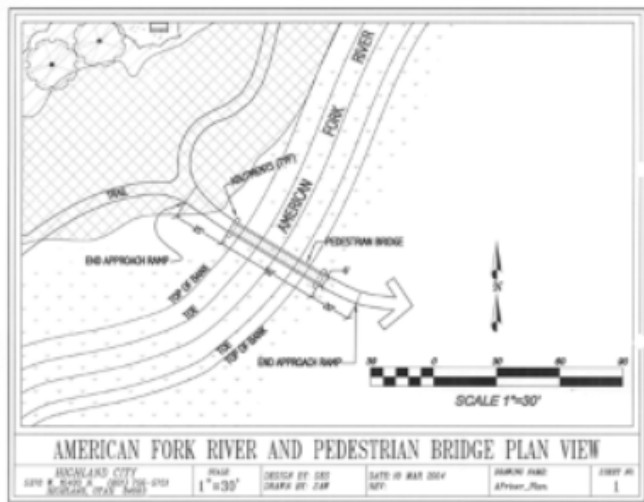


Figure 1. Plan-view drawing

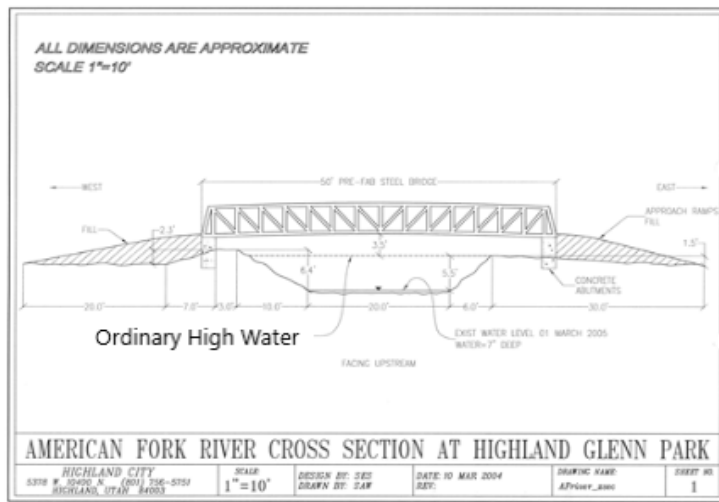


Figure 2. Cross-sectional drawing

CONTACT INFORMATION

For more information regarding the Joint Permit/Stream Alteration Application Form or questions regarding the Stream Alteration Program, please contact the Division of Water Rights at 801-538-7240 or visit the Division's website at: waterrights.utah.gov.

JOINT PERMIT APPLICATION FORM

U.S ARMY CORPS OF ENGINEERS – FOR SECTIONS 404 AND 10

UTAH STATE ENGINEER’S OFFICE – FOR SECTION 73-3-29 OF THE UTAH CODE

Application Number _____ / _____
 (assigned by): _____ Corps _____ State Engineer

APPLICANT INFORMATION		
Applicant name (Last, First, M.I.) Mortensen, Kevin	Applicant telephone number (801) 580-4455	Applicant email kmortensen@mwred.com
Applicant address (street, RFD, box, number, city, state, zip) 223 West 1125 North, Centerville, UT 84014		
AUTHORIZED AGENT INFORMATION (if any)		
Authorized agent name Feser, Paul	Authorized agent telephone number (801) 891-9376	Authorized agent email paul@spinnaker-land.com
Authorized agent address (street, RFD, box, number, city, state, zip) 1001 S Arbor Way, Layton, UT 84041		
PROJECT LOCATION AND STREAM INFORMATION		
Name of stream to be altered Barnard Creek	Latitude (in decimal degrees) 40.9296 Longitude (in decimal degrees) 111.8830	County Davis County
Project location or address 224 West Chase Lane, Centerville, Utah 84014		Characteristic water flow of stream to be altered ☒ Water flow year-round (perennial) ☐ Water flow during part of the year (intermittent) ☐ Water flow only during/immediately following rain (ephemeral)
PROJECT INFORMATION		
Final scope of work. Brief description of project including construction methods, equipment, etc. to be employed to complete the work. Barnard Creek has been piped to a V-Ditch to the north of this property years ago. The ditch in question for this permit is a historic stream channel and is completely controlled. Prior to construction seal off the flow through this property then using a track hoe install the new irrigation pipe beginning at the downstream side. Then contour and landscape the remaining ditch to the current outfall. Ensure slopes are stable and properly vegetated before opening any significant amount of flow back through this area.		
Will the work result in the relocation, straightening, piping or a rearranging a natural stream channel? ☒ Yes ☐ No		
Purpose (justification) of project. This segment of the historic Barnard Creek is generally not for runoff and maintains a minimal aesthetic flow for the few properties it flows through before connecting back into the V-Ditch. The purpose behind this project is to re-align the creek along future property lines and then under a future roadway to the adjacent property. There is essentially no work to be performed in the stream below the ordinary highwater mark as this work will be done in a dry bed.		
Is this a single and complete project? * ☒ Yes ☐ No If no, please describe the larger project or other related activities?		
* A single and complete is the total project proposed or accomplished by the applicant. Single and complete projects may not be “piecemealed” to avoid the limits in this PGP authorization.		

PLACEMENT OF FILL MATERIAL IN WATERS OF THE U.S.	
Will fill* material be placed in the stream for the construction of the project? ☐ Yes ☒ No	
Linear feet of stream that will be impacted below ordinary high mark water** elevation.	n/a - all work to be performed in a dry bed
Acreage or square footage of stream affected by the project.	0.15 acres
Source and type of fill material	n/a
* Examples of fill material include, but are not limited to: rock, sand, soil, clay, plastics, construction debris, wood chips, and materials used to create any structure or infrastructure in the waters of the U.S. ** The ordinary high water mark is the line on the bank established by fluctuations of water and indicated by physical characteristics such as shelving, destruction of terrestrial vegetation, presence of litter or debris, or changes in the character of soil. (see Figure 2 on page 2 for clarification).	
ADDITIONAL PROJECT INFORMATION	
What steps were taken to avoid and minimize impacts (i.e. avoid unnecessary impacts, minimize unavoidable impacts) to the stream? Indicate best management practices (ex. silt fencing) to be utilized during construction activities to avoid and minimize impacts to the stream. Performing essentially 100% of the construction in a dry riverbed is the most predominant BMP aspect of the project. This allows for the installation of pipe, boxes, contouring, and establishment of vegetation with negligible downstream impact.	
Describe any proposed mitigation to offset impacts to the stream channel. The future use of this project will have less exposed stream channel and thus less opportunity for erosion.	
Describe dewatering method if working in wetted channel/live water (provide drawing/sketch if necessary). The dewatering method is to turn of the water at the "CONTROL STRUCTURE FOR HISTORIC BARNARD CREEK" shown on sheet G203.	
Alternatives (other ways to accomplish project purpose). Hard pipe the entire project or leave it open channel on either side of the future road. This proposed solution is a blend of both options.	
Cultural resource impacts Are you aware of any cultural resources or any historic properties that will be impacted by the proposed project? ☐ Yes ☒ No If Yes, please explain.	
Has a cultural resource survey been conducted on the property where the proposed project is to occur? ☐ Yes ☒ No If Yes, please briefly explain the survey results.	
Threatened and Endangered Species impacts Are there Federally-listed Threatened and/or Endangered Species in the project area? ☐ Yes ☒ No Have surveys for Threatened and/or Endangered Species been conducted on the property where the proposed project is to occur? ☐ Yes ☒ No	
List other authorizations required by Federal, state, or local governments (i.e. National Flood Insurance Program), and the status of those authorizations.	
Federal Involvement: Is there a federal agency involved in this project (lease, right-of-way, funding, additional authorizations)? ☐ Yes ☒ No	
Estimated starting date of project 10/15/2023	Estimated completion date of project 11/15/2023

Please complete the following checklist

Failure to indicate that all pertinent information has been submitted will result in your application being returned.

- ☒ Appropriate application processing fee payment (see fee schedule below).
- ☒ A clear site location map with enough detail to easily find the site, a recent aerial/satellite image of the site, and a USGS topography map (7.5 minute quadrangle map is recommended).
- ☒ Plan view and cross-sectional drawings showing all work requiring a permit, including fills, structures, borrow sites, staging areas and storage areas. **The drawings must clearly demarcate the ordinary high water mark of the waters of the U.S. to be impacted and clearly illustrate where fill will be placed below the ordinary high water mark.** Professional drawings are not required; however, drawings must be scaled or indicate dimensions of the work to be completed.
- ☒ A restoration plan for any areas temporarily disturbed during work, including re-contouring, revegetation with appropriate native plants and maintenance and monitoring to ensure success for the restored area.
- ☒ Ground photographs taken from various locations of the proposed disturbance area.
- ☐ Please check the box if the proposed project involves bank stabilization or protection. If so, please complete the following:
 - ☐ A description of the need for the work, including the cause of the erosion and the threat posed to structures, infrastructure, and/or public safety.
 - ☐ A narrative demonstrating the proposed activity incorporates the least damaging bank protection methods. These methods include, but are not limited to, the use of bioengineering, biotechnical design, root wads, large woody debris, native plantings, and beach nourishment in certain circumstances. If rock must be used due to site erosion conditions, explain how the bank stabilization structure incorporates elements beneficial to aquatic organisms.
 - ☐ A planting plan which involves the use of native riparian plants, unless the applicant demonstrates it is not appropriate or not practicable.

Application is hereby made for a permit or permits to authorize the activities described herein. I certify that I am familiar with the information contained in the application, and that to the best of my knowledge and belief, such information is true, complete and accurate. I further certify that I possess the authority to undertake the proposed activities or am acting as the duly authorized agent of the applicant which is a (check one of the following) commercial ☐, non-commercial ☒, or governmental ☐ entity.

Signature of applicant _____ Date: _____
I hereby certify that Kevin Mortensen is acting as my agent on this project.

Filing Instructions

Application supplements should be submitted on paper no larger than 11 x 17 inches or alternatively as PDF format electronic files. If more than one watercourse is to be altered as a result of the project, a separate application must be submitted for each watercourse. Application fees must be received by the Division of Water Rights at the time of application submission and must be either hand delivered or submitted through standard mail to the address below, or submitted online with a credit card payment. For online submittal with credit card payment, after completing, printing, signing and scanning the PDF form, the completed form must be uploaded on the online stream alt submittal page, which can be found at <https://waterrights.utah.gov/strmalt/onlineStreamAltSubmittal.asp>. The online submittal process is not complete until the credit card payment is confirmed.

Utah Division of Water Rights
1594 W. North Temple, Suite 220
Salt Lake City, UT 84114-6300

Application Processing Fees

Application fees are based on the type of entity applying for the proposed stream alteration project.

Commercial Entities:	\$2000.00	per application processed.
Non-Commercial Entities:	\$100.00	per application processed.
Governmental Entities:	\$500.00	per application processed.

Stream Alterations

1001 Arbor Way,
Layton, UT 84041

June 8, 2023

Daren Rasmussen
Utah Division of Water Rights
1594 West North Temple, Suite 220
P.O. Box 146300
Salt Lake City, UT 84114-6300

Re: Historic Barnard Creek
Joint Permit Application for a Stream Alteration

Dear Mr. Rasmussen:

As an attachment to a 404 Joint Permit Application between Utah State Engineer's office and US Army Corps of Engineers in this letter the application checklist items are discussed.

The checklist items / responses:

☐ A clear site location map with enough detail to easily find the site, a recent aerial/satellite image of the site, and a USGS topography map (7.5 minute quadrangle map is recommended). [Response:](#)

Fig. 1 USGS Road Map

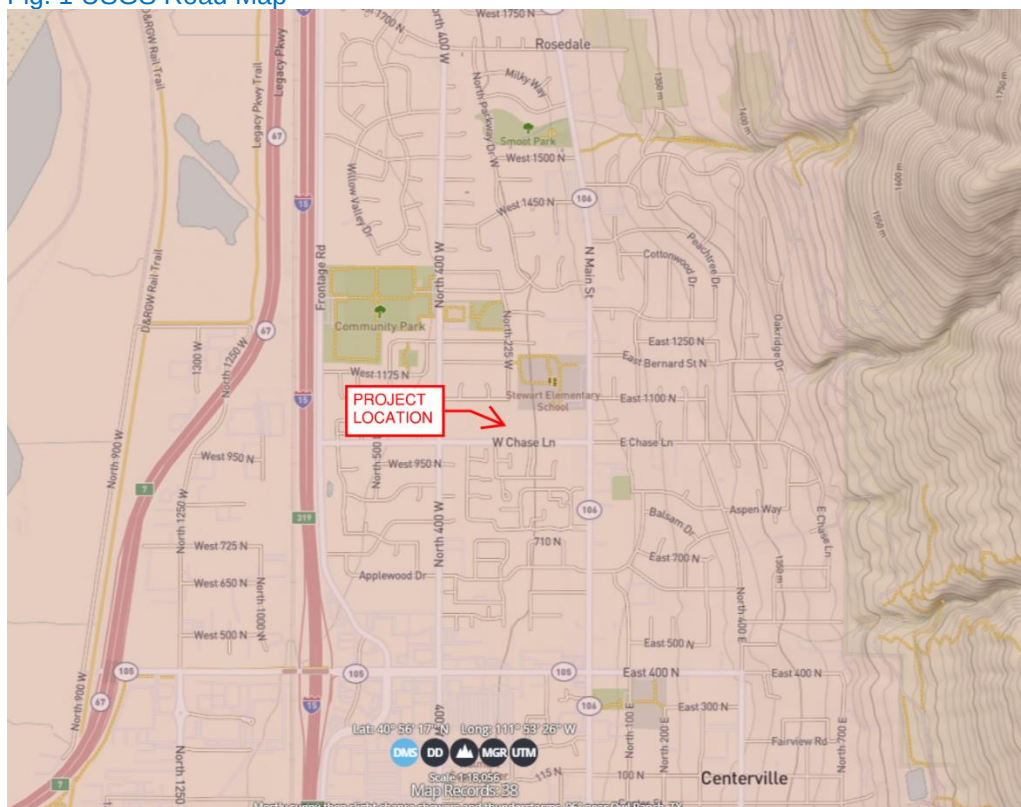
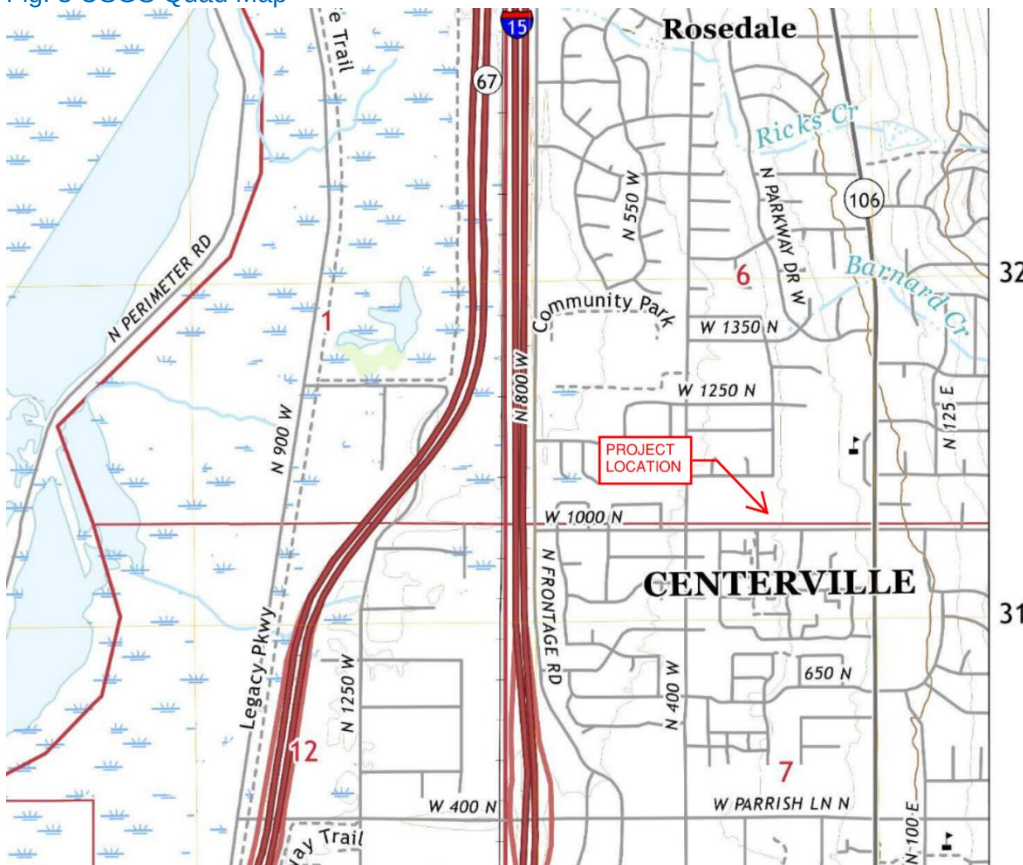


Fig. 2 Aerial Map



Fig. 3 USGS Quad Map



□ Plan view and cross-sectional drawings showing all work requiring a permit, including fills, structures, borrow sites, staging areas and storage areas. The drawings must clearly demarcate the ordinary high water mark of the waters of the U.S. to be impacted and clearly illustrate where fill will be placed below the ordinary high water mark. Professional drawings are not required; however, drawings must be scaled

or indicate dimensions of the work to be completed. [Response: See the attached sheets G101, G203, and G301.](#)

☐ A restoration plan for any areas temporarily disturbed during work, including re-contouring, revegetation with appropriate native plants and maintenance and monitoring to ensure success for the restored area.

[Response: As this area has a controlled release and the water will be turned off during construction it is expected the vegetation to be mostly restored before it sees water. The use of organic soil adjacent to the rock bottom shouldn't be a problem. General Note on sheet G203 "...CONTOUR AND LANDSCAPE THE REMAINING DITCH TO THE SOURCE. ENSURE SLOPES ARE STABLE AND PROPERLY VEGETATED BEFORE OPENING ANY SIGNIFICANT AMOUNT OF FLOW BACK THROUGH THIS AREA."](#)

☐ Ground photographs taken from various locations of the proposed disturbance area. [Response: See sheet G301 for the orientation of each photo...](#)









☐ Please check the box if the proposed project involves bank stabilization or protection. If so, please complete the following: **Response:** No bank stabilization and instead it is expected that it will be fully vegetated.

Project Information:

☐ Final scope of work. Brief description of project including construction methods, equipment, etc. to be employed to complete the work. **Response:** Barnard Creek has been piped to a V-Ditch to the north of this property years ago. The ditch in question for this permit is a historic stream channel and is completely controlled. Prior to construction seal off the flow through this property then using a track hoe install the new irrigation pipe beginning at the downstream side. Then contour and landscape the remaining ditch to the current outfall. Ensure slopes are stable and properly vegetated before opening any significant amount of flow back through this area. There is essentially no work to be performed in the stream below the ordinary highwater mark as this work will be done in a dry bed.

☐ Purpose (justification) of project.. **Response:** This segment of the historic Barnard Creek is generally not for runoff and maintains a minimal aesthetic flow for the few properties it flows through before connecting back into the V-Ditch. The purpose behind this project is to re-align the creek along future property lines and then under a future roadway to the adjacent property.

☐ Is this a single and complete project? **Response:** Yes.

☐ What steps were taken to avoid and minimize impacts (i.e. avoid unnecessary impacts, minimize unavoidable impacts) to the stream? Indicate best management practices (ex. silt fencing) to be utilized during construction activities to avoid and minimize impacts to the stream. **Response:** Performing essentially 100% of the construction in a dry riverbed is the most predominant BMP aspect of the project. This allows for the installation of pipe, boxes, contouring, and establishment of vegetation with negligible downstream impact.

☐ Describe any proposed mitigation to offset impacts to the stream channel. **Response:** The future use of this project will have less exposed stream channel and thus less opportunity for erosion.

☐ Describe dewatering method if working in wetted channel/live water (provide drawing/sketch if necessary). [Response: The dewatering method is to turn of the water at the "CONTROL STRUCTURE FOR HISTORIC BARNARD CREEK" shown on sheet G203.](#)

☐ Alternatives (other ways to accomplish project purpose). [Response: Hard pipe the entire project or leave it open channel on either side of the future road. This proposed solution is a blend of both options.](#)

☐ List other authorizations required by Federal, state, or local governments (i.e. National Flood Insurance Program), and the status of those authorizations. [Response: There are no other permits required for this project.](#)

Thank you for your assistance and we look forward to your input and feedback,

Best regards,

Paul Feser, P.E.

AFFIDAVIT

PROPERTY OWNER

STATE OF Utah

COUNTY OF Davis

}
}ss
}

I (We), 224 Chase Creek, LLC, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my knowledge. I also acknowledge that I have received written instructions regarding the process for which I am applying and the Centerville City Planning Staff have indicated they are available to assist me in making this application.

224 Chase Creek, LLC

(Property Owner)

[Signature]
(Property Owner)
Manager

Subscribed and sworn to me this 8th day of June, 20 22.



[Signature]
(Notary Public)

Residing in Murray, Utah

My Commission Expires 2/24/2025

AGENT AUTHORIZATION

I (we), 224 Chase Creek, LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Paul Feser, P.E. to represent me (us) regarding the attached application to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

224 Chase Creek, LLC

(Property Owner)

[Signature]
(Property Owner)
Manager

Dated this 8 day of June, 20 22, personally appeared before me _____, the signer(s) of the above agent authorization who duly acknowledged to me that they executed the same.



[Signature]
(Notary Public)

Residing in Murray, Utah

My Commission Expires 2/24/2025



March 6, 2023

Kevin Mortensen
223 West 1125 North
Centerville, Utah 84014

Email: kmortensen@mwred.com

Subject: Percolation Test Results
Chase Creek Subdivision
224 West Chase Lane
Centerville, Utah
Project No. 1230135

Dear Mr. Mortensen:

Applied Geotech (AGEC) was requested perform a percolation test for the Chase Creek subdivision that is planned to be constructed at 224 West Chase Lane in Centerville, Utah.

We are currently performing a geotechnical investigation for the project and will present our findings and recommendations in a report when complete. This letter provides information regarding a percolation test conducted for the project.

PROPOSED CONSTRUCTION

We understand that a detention pond is planned to be constructed in the southwest area of the proposed subdivision. The size and depth of the pond have not been determined.

PERCOLATION TEST

A percolation test was conducted in the area of the proposed detention pond on March 3 and 4, 2023.

The percolation test was conducted near Test Pit TP-4 (see attached figure). The subsurface soil encountered in Test Pit TP-4 consists of approximately 1 foot of topsoil overlying lean clay that extends to a depth of approximately 3 feet. Clayey sand was encountered below the clay and

extends to a depth of approximately 6 feet. Lean clay was encountered below the clayey sand and extends the full depth of the test pit, approximately 10 feet.

The subsurface water level at the time of excavation was estimated to be at a depth of approximately 4 feet.

The percolation test was conducted at a depth of approximately 1½ feet below the ground surface. The test was conducted by excavating a test hole approximately 8 to 9 inches in diameter and 11 inches deep. The test hole was filled with water and allowed to soak overnight (approximately 23 hours). The test was performed by adding water to the test hole and then measuring the water drop over time. The test was repeated until a relatively consistent water drop was measured. Results of the percolation test indicate a percolation rate of 10 minutes per inch.

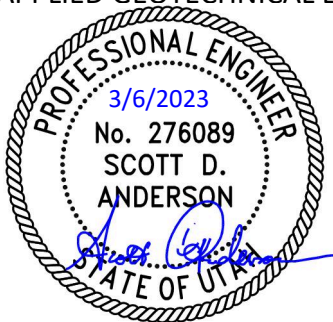
LIMITATIONS

This letter has been prepared in accordance with generally accepted geotechnical engineering practices in the area for the use of the client. The information included in the letter is based on our observations at the site and results of a percolation test performed as described above. Variations in the percolation rate and subsurface conditions may not become evident until additional exploration or testing is performed. If the subsurface conditions or proposed construction is significantly different from what is described in this letter, we should be notified to reevaluate the recommendations given.

If you have any questions or if we can be of further service, please call.

Sincerely,

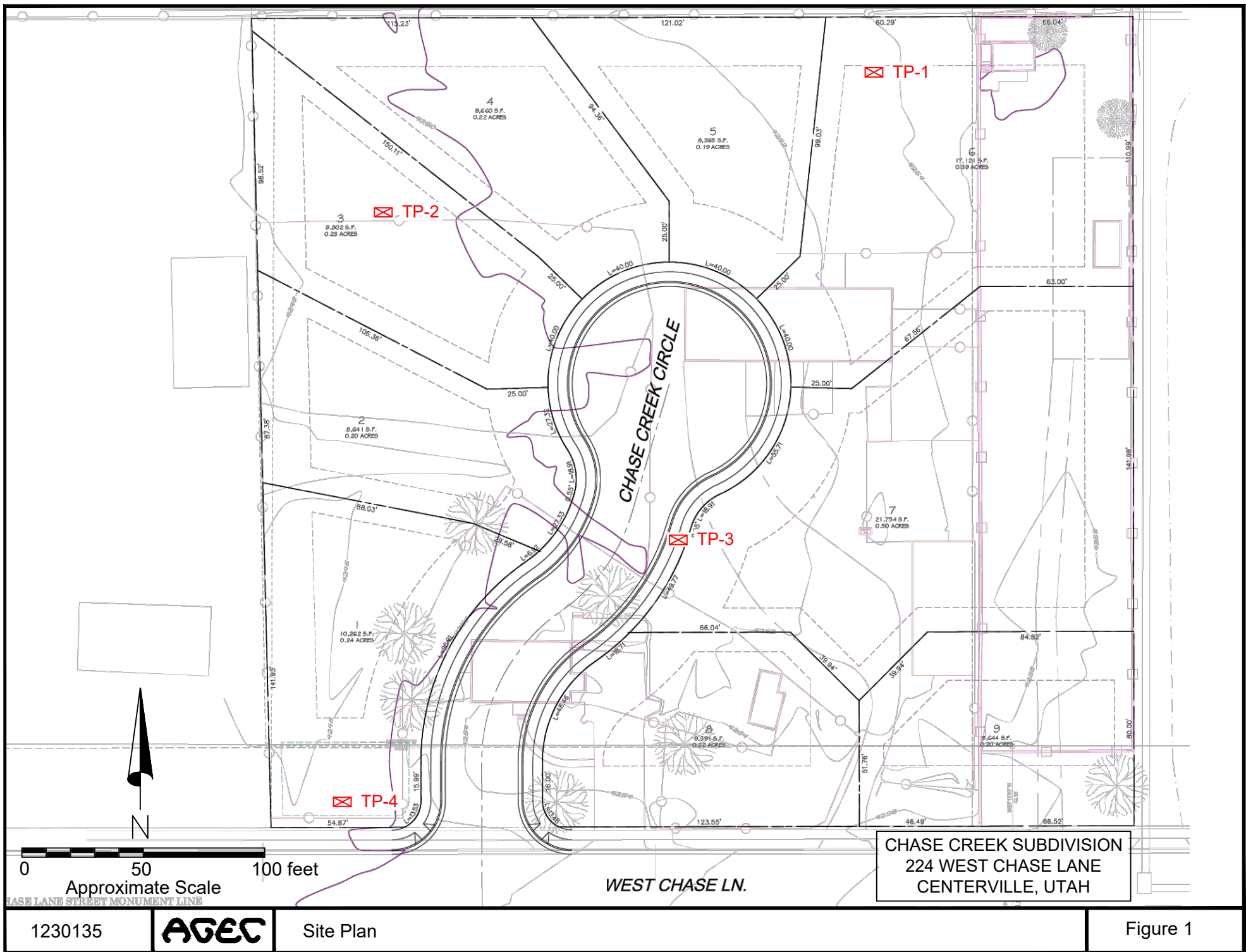
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



Scott D. Anderson, P.E.

Reviewed by DRH, P.E., P.G.

SDA/rs
Enclosure



**PLANNING
COMMISSION**

Staff Report
7/26/2023

Item No. 3.

Title: PUBLIC MEETING - Final Subdivision Plat, Centerville Industrial Flex PUD, 50 South 1250 West - ADMINISTRATIVE DECISION

Initiated By: Applicant

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

The developer has recently secured 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. 07-26-2023 PC Staff Report Final Subdivision Submittal, Stokes-Stevenson Industrial Flex
2. Centerville Flex_Condo_Updated
3. Centerville Flex_ALTA
4. Dec of Condo - Centerville Flex - 6.29.23

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

**STAFF REPORT
AGENDA: ITEM 3**

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: FINAL SUBDIVISION APPROVAL

RECOMMENDATION: CONSIDER RECOMENDING APPROVAL OF FINAL
SUBDIVISION TO THE CITY COUNCIL

BACKGROUND

The developer has recently secured 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, 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 PRELIMINARY SUBDIVISION APPROVAL

On June 14, 2023, the Planning Commission approved 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. **Completed**
- 2) The Final Subdivision Plat shall be prepared in accordance with the City's Subdivision Plat Format, as deemed acceptable by the City Engineer. **Underway**
- 3) The Final Subdivision Plat shall depict the subdivision layout that conforms to the City approved Final Site Plan in May of 2023. **Conforms**
- 4) The Final Subdivision Plat shall address the following:
 - a. Provide the required utility easements, as required by ordinance. **Confirmation needed from City Engineer**
 - b. Note the required "open space" easement for the common areas. **Not Noted**
 - c. Provide an updated Preliminary Title Report for review by applicable city staff **Not Submitted**

Staff Comments: A plat note indicates that roads are for public use. However, the internal roads are for cross-access and not intended for general public use. The language may need to be edited.
- 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. **Underway**
- 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. **City Council Tentatively Approved an Interlocal Agreement with West Bountiful on July 18, 2023**

FINAL SUBDIVISION PLAN REVIEW

According to CMC 15.04.050, "The Planning Commission shall review the final plat to determine whether the final plat conforms with the preliminary plat, with all changes requested, and with all requirements imposed as conditions of acceptance... If the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City, it shall recommend approval of the final plat to the City Council."

PLANNING STAFF RECOMMENDATION

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

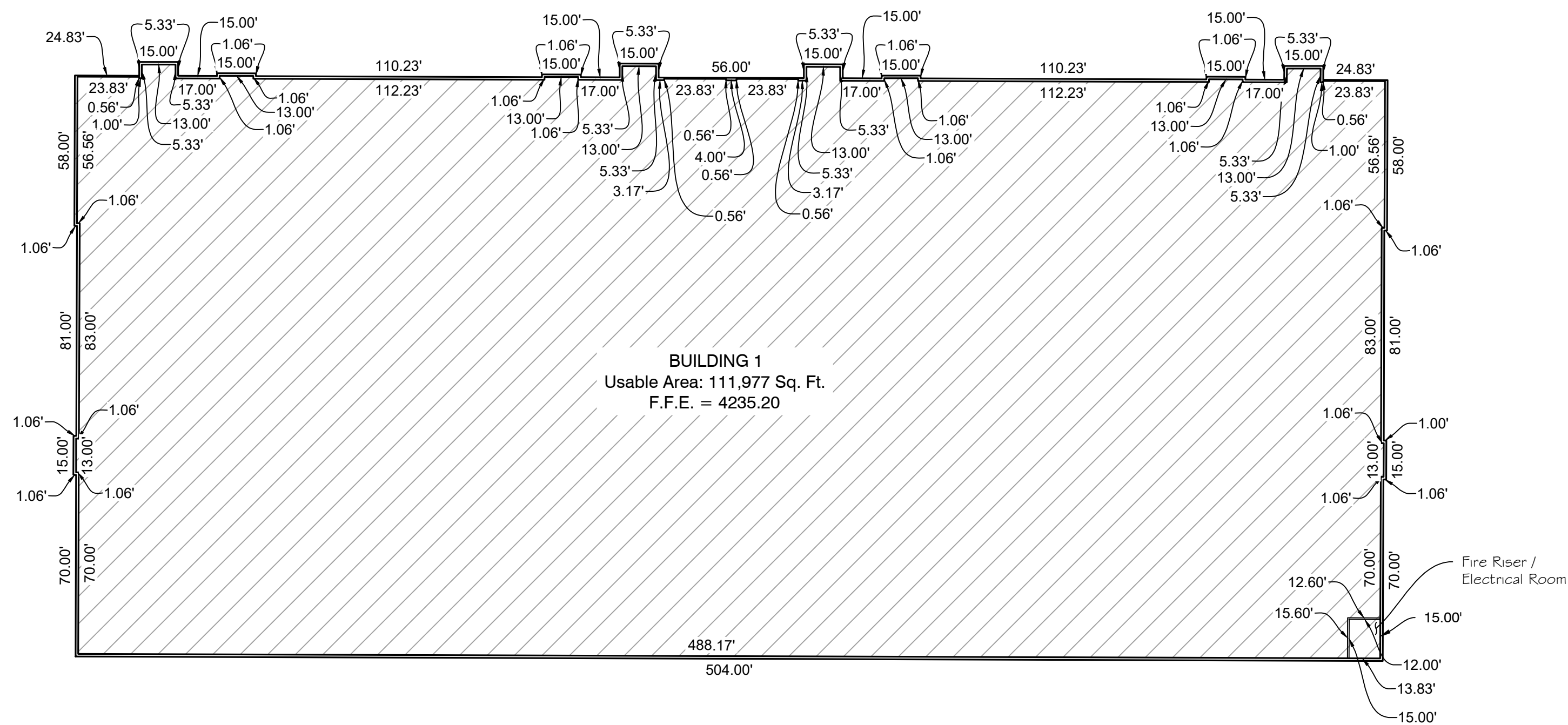
- 1) The Final Subdivision Plat shall be reviewed and approved by the City Engineer in accordance with the City's Subdivision Plat Format
- 2) The Final Subdivision Plat shall be reviewed by applicable staff for compliance with following:
 - a. Provision of the required utility easements, as required by ordinance.
 - b. Note the required "open space" easement for the common areas.

- c. Any needed language changes regarding the term “public roads” to reflect the needed cross-access needs of the subdivision.*
- 3) Provide an updated Preliminary Title Report for review by applicable city staff.*
- 4) Final Subdivision Construction Plans may consist of the Construction Drawings for the related Final Site Plan Approval, as deemed acceptable by the City Engineer.*

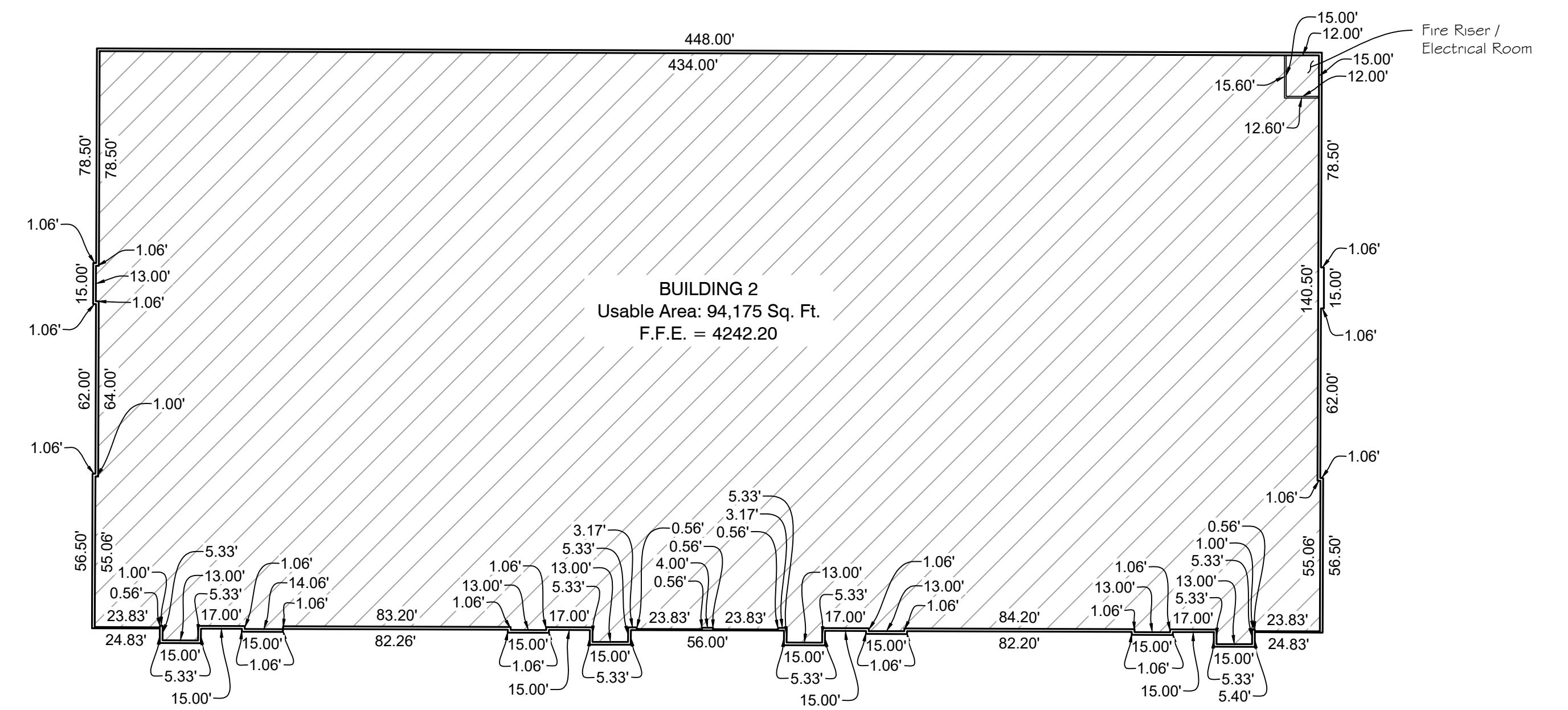
[SUGGESTED REASONS FOR THE ACTION]:

- a) The Planning Commission finds that a Final Subdivision Plan, with the conditions imposed, is consistent with the City Approved Final Site Plan in May of 2023 and Preliminary Subdivision Approval, of June 14, 2023.*
- b) The Planning Commission finds that the Planned Unit Development (PUD), implements the related Final Site Plan Approval granted by the City in May of 2023.*
- c) Therefore, the Planning Commission finds that, with the conditions imposed, the Final subdivision plan meets the requirements of CMC 15.06.010 Planned Unit Development and CMC 15. 04.050 Final Subdivision.*

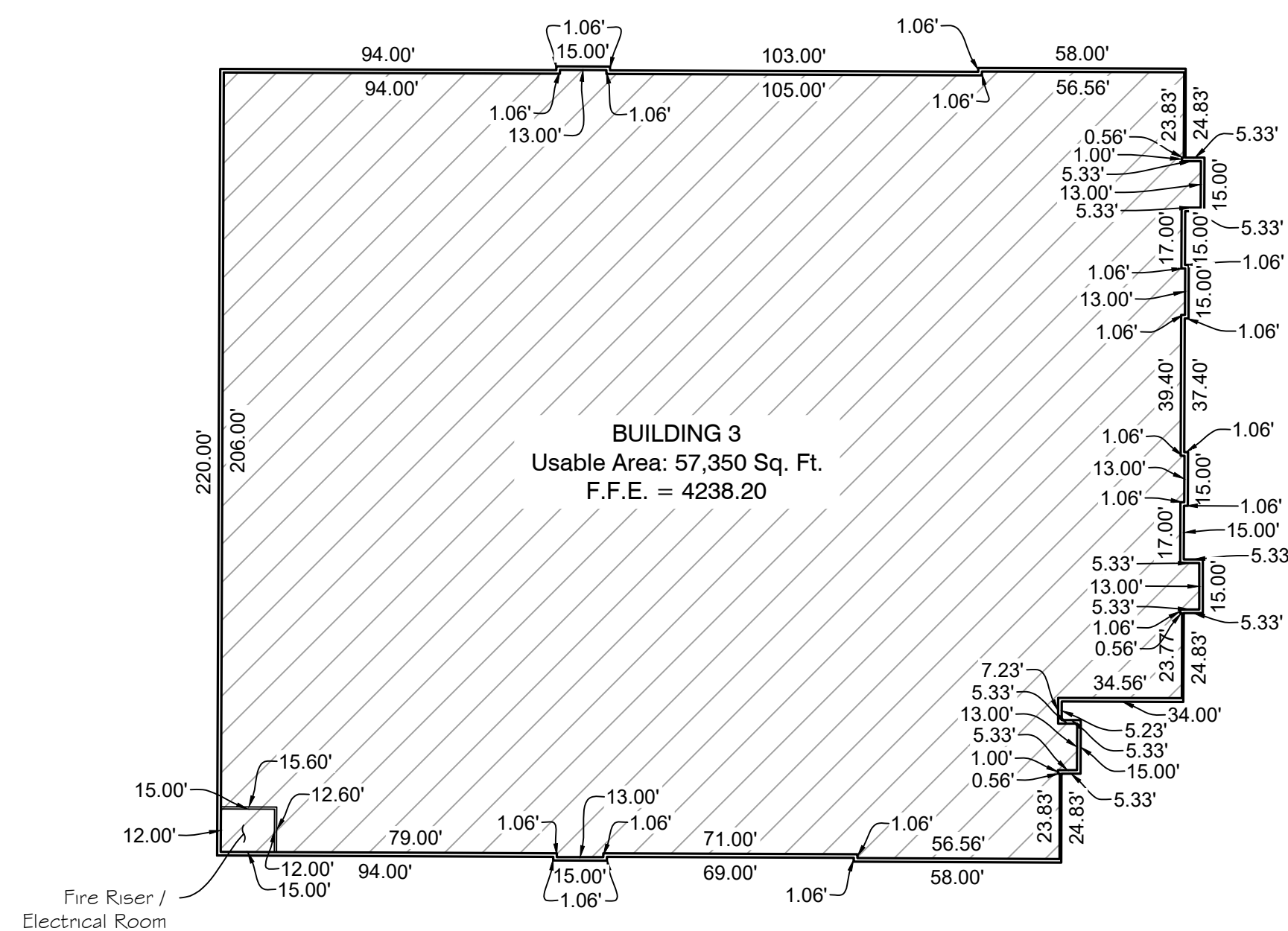
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
JULY 2023



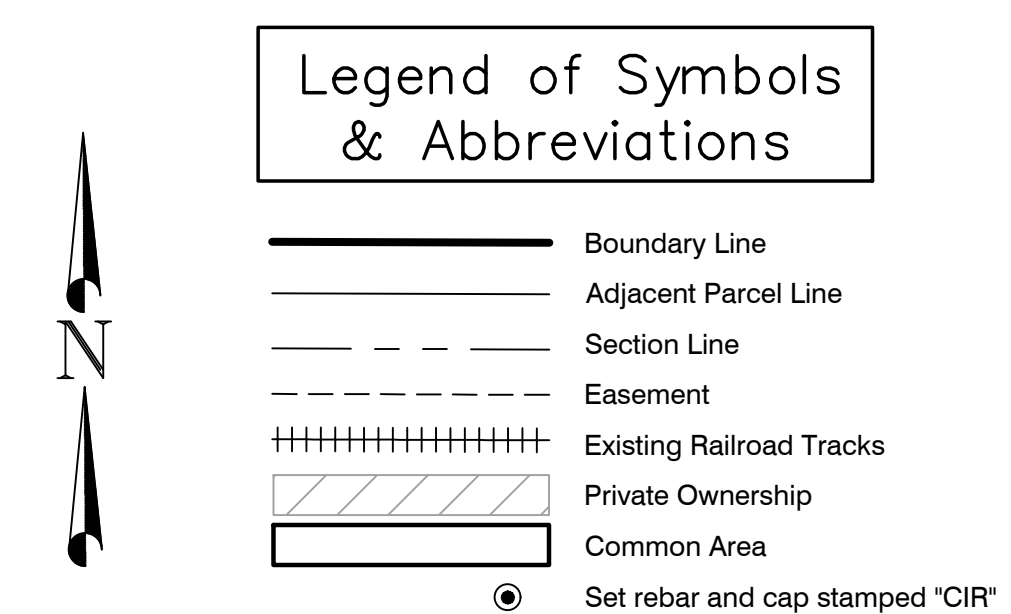
BUILDING 1 FLOOR PLAN
Scale: 1" = 40'



BUILDING 2 FLOOR PLAN
Scale: 1" = 40'

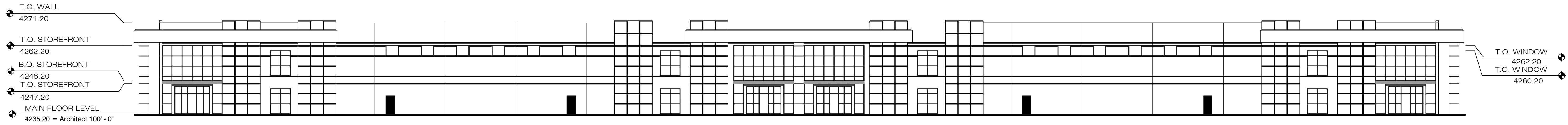


BUILDING 3 FLOOR PLAN
Scale: 1" = 40'

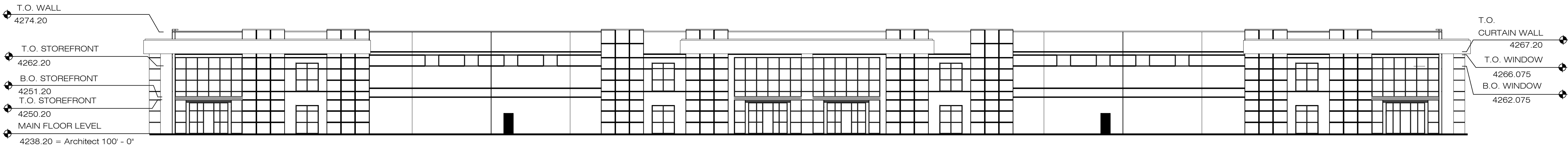


SHEET
2
3

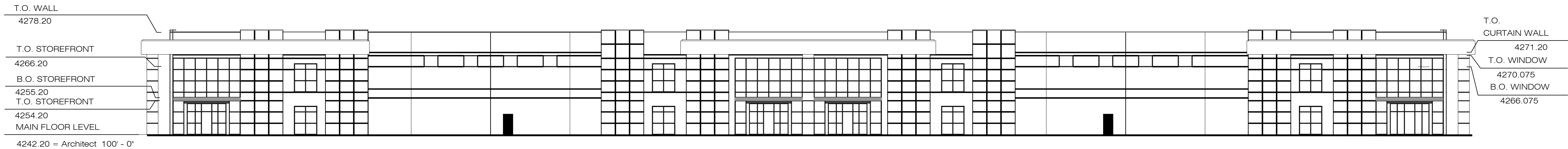
CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
JULY 2023



BUILDING 1 NORTH ELEVATION
Scale: 1" = 20'



BUILDING 2 SOUTH ELEVATION
Scale: 1" = 20'

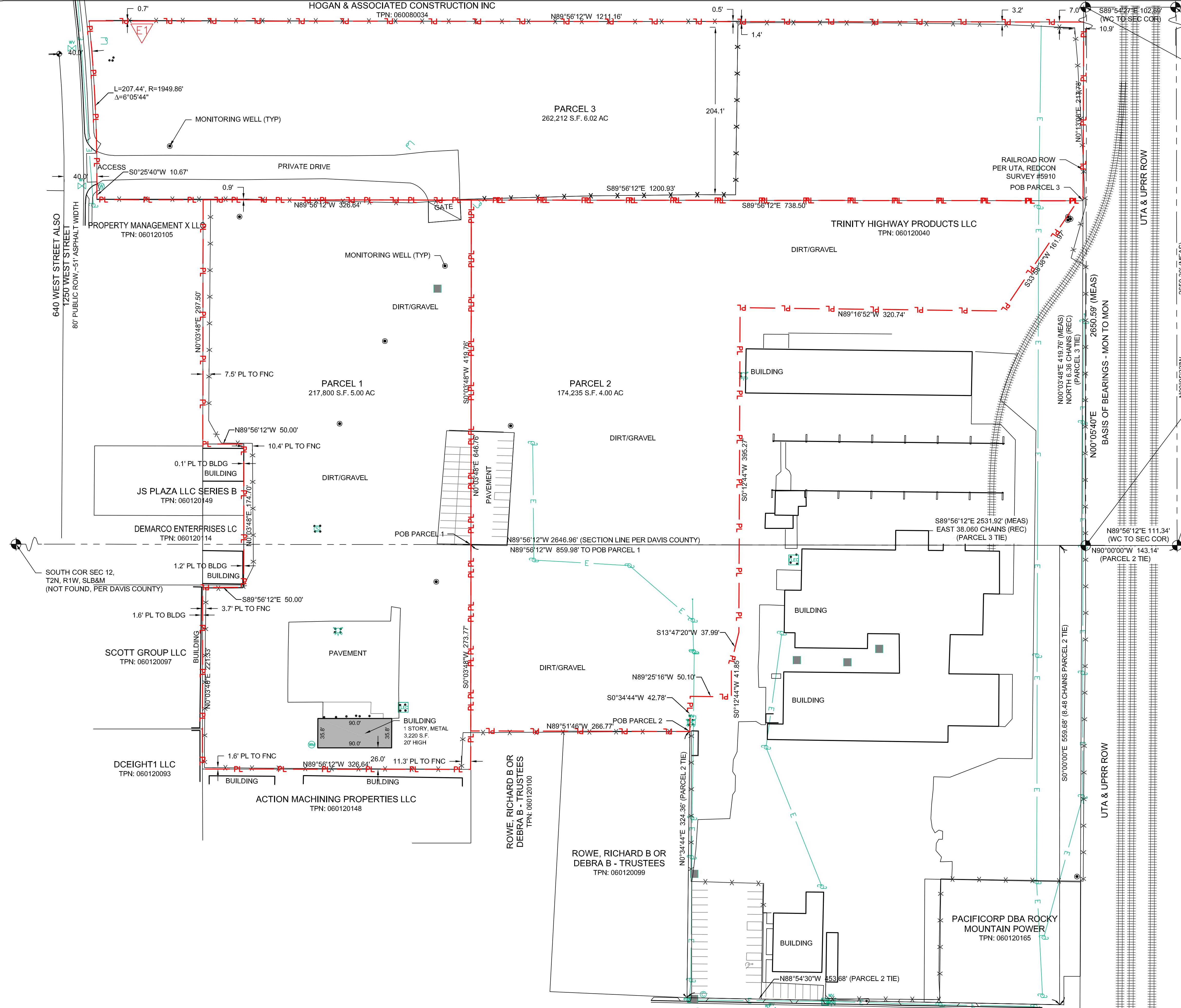


BUILDING 3 EAST ELEVATION
Scale: 1" = 20'

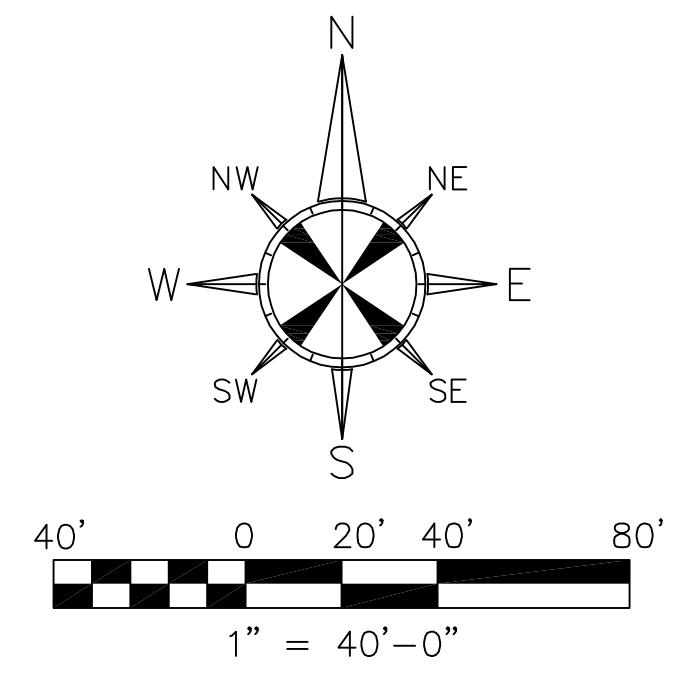
SHEET
3
3

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



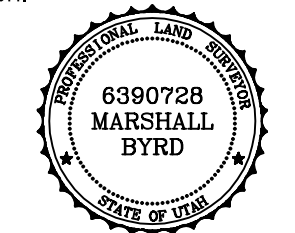
WATER VALVE
WATER METER
SEWER MANHOLE
STORM DRAIN MANHOLE
FIRE HYDRANT
CATCH BASIN
ELECTRIC BOX
TELEPHONE PEDESTAL
STREET LIGHT
OHE OVERHEAD ELECTRIC
PL PROPERTY LINE
EASEMENT LINE
FENCE LINE
SIGN



LEGEND

SURVEYOR'S CERTIFICATE

I, Marshall D. Byrd, depose and say that I am a registered Land Surveyor as prescribed by Utah State Law and that I hold certificate No. 6390728. I further state that the property described hereon was surveyed under my direct supervision and the results of that survey are depicted hereon.



NARRATIVE

The purpose of this survey is to define on the ground the hereon described tracts of land and to redescribe the tracts to eliminate mathematical gaps or overlaps.

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 0°34'44" EAST ALONG A FENCE LINE FROM THE NORTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 89°51'46" WEST 266.77 FEET; THENCE NORTH 0°03'48" EAST 646.76 FEET; THENCE SOUTH 89°51'46" EAST 734.73 FEET; THENCE SOUTH 33°58'38" WEST 161.16 FEET; THENCE NORTH 89°16'52" WEST 320.74 FEET; THENCE SOUTH 0°12'44" WEST 395.27 FEET; THENCE SOUTH 13°47'20" WEST 37.99 FEET; THENCE SOUTH 0°12'44" WEST 41.85 FEET; THENCE NORTH 89°25'16" WEST 50.10 FEET TO A FENCE LINE; THENCE SOUTH 0°03'44" WEST 42.78 FEET ALONG SAID FENCE LINE TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S LAND AT A POINT 38.060 CHAINS, MORE OR LESS, EAST AND 6.36 CHAINS, MORE OR LESS, NORTH FROM THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG THE EAST LINE OF GRANTOR'S LAND NORTH 217.78 FEET; THENCE WEST 1205 FEET, MORE OR LESS, TO THE EASTERLY LINE OF A FRONTAGE ROAD; THENCE ALONG SAID EASTERLY LINE AND ALONG THE ARC OF A 1949.86 FOOT RADIUS CURVE 216.78 FEET, MORE OR LESS, TO A POINT NORTH 0°23'30" EAST 1.0 FEET FROM THE SOUTH LINE OF GRANTOR'S LAND; THENCE SOUTH 0°23'30" WEST 1.0 FEET TO THE SOUTH LINE OF GRANTOR'S LAND; THENCE ALONG SAID SOUTH LINE EAST 1199.74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

AS SURVEYED 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 0°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 0°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 0°12'44" West 395.27 feet; thence South 13°47'20" West 37.99 feet; thence South 0°12'44" West 41.85 feet; thence North 89°25'16" West 50.10 feet; thence South 0°34'44" West 42.78 feet to the point of beginning. Property contains 5.900 acres.

Rotate the above bearings clockwise by 0°19'04" to NAD83 State Plane, Utah North Zone.

AS SURVEYED 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 0°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 0°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 08°05'44", and South 0°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.

Rotate the above bearings clockwise by 0°19'04" to NAD83 State Plane, Utah North Zone.

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.

R E C I T A L S

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.

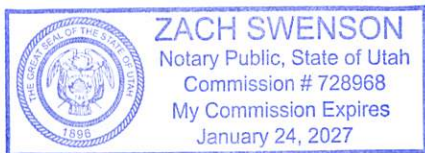
DECLARANT:

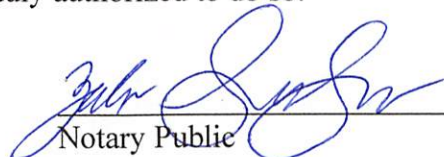
Stokes Stevenson Partners, LLC,
a Utah limited liability company

By: 
Travis Lish, Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 26th day of June 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

DECLARANT:

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

By: 
Travis Lish, Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the 26th day of June 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.

**PLANNING
COMMISSION**

Staff Report
7/26/2023

Item No. 4.

Title: PUBLIC HEARING - Conceptual Subdivision, Parrish Creek PUD Subdivision, 1160 North 950 West - ADMINISTRATIVE DECISION

Initiated By: Applicant

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

The applicant desires to amend and re-subdivide the property and convert the original lots into a single planned unit development (PUD). This would allow future independent ownership of the proposed two buildings (one existing/one to be constructed) and transform the approved parking, landscaping and storage area into common areas for use of future building owners.

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 07-26-2023 PC Staff Report Conceptual Subdivision Acceptance, Parrish Creek Subdivision-Amended to PUD
2. Parrish Creek Conceptual PUD Submittal

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

**STAFF REPORT
AGENDA: ITEM 4**

PROPERTY OWNER: RIMINI PROPERTIES

**AGENT: TOM STUART CONSTRUCTION
c/o CHAD RANDAL
259 S RIVERBEND WAY
NORTH SALT LAKE, UT 84054
(chadr@tomstuart.com)**

**PROPERTY: 1160 NORTH 950 WEST
PARRISH CREEK BUSINESS PARK LOTS 1,3, AND 4**

**ZONING: INDUSTRIAL HIGH/PLANNED DEVELOPMENT
(I-H/PD)**

**APPLICATION: CONCEPTUAL SUBDIVISION – RESUBDIVIDING
OF LOTS 1,3, AND 4 TO A PLANNED UNIT
DEVELOPMENT (PUD) SUBDIVISION**

**RECOMMENDATION: CONSIDER CONCEPUTAL ACCEPTANCE
OF THE PROPOSED PUD RE-SUDIVISION**

BACKGROUND

As the Planning Commission may remember, in August of 2022, the applicant was granted approval to amend their existing Planned Development Overlay project. Then on September 14, 2022, the desired development layout changes were deemed adequate when a Final Site Plan Approval from the Planning Commission was granted. Originally, in Condition 2 of the approval, it was anticipated that the three (3) lots would simply be combined into a single parcel.

However, the applicant desires now to amend and re-subdivide the property and convert the original lots into a single planned unit development (PUD). This would allow future independent ownership of the proposed two buildings (one existing/one to be constructed) and transform the approved parking, landscaping and storage area into common areas for use of the future building owners.

PREVIOUS FINAL SITE PLAN APPROVAL

On September 14, 2022, the Centerville Planning Commission voted to approve the submitted Final Site Plan for the Parrish Creek Subdivision, Lots 1, 3, and 4, subject to the following conditions [as allowed by CZC 12.21.110(f)(3)]:

1. *This Final Site Plan Approval is subject to submitted site plan, building elevation plan, and landscape plan, as presented to the Planning Commission on September 14, 2022, or as altered by this approval or that may be amended in accordance with City Ordinances in the future.*
2. *A Subdivision Plat Amendment petition shall be submitted in accordance with CMC 15.09.020, Plat Amendments, which shall be secured with a City Council review and approval and also recorded prior to issuance of a building permit for the new building.*
3. *The Applicant shall submit the construction plans for the relocation/alteration of site improvements that are deemed required. Such construction plans shall be deemed acceptable to the City Engineer.*
4. *The Final Site Plan shall be altered/modified and resubmitted, as follows:*
 - a. *Address the dumpster enclosure design materials, which must be compatible with the design of the Main Building.*
 - b. *Address the use and placement location for allowable monument signs, if desired.*
 - c. *Confirm compliance with the screening requirements (as viewed from a public street) of all roof top and ground-mounted utility equipment.*
 - d. *Address the use of outdoor lighting and the required shielding for outdoor lighting fixtures.*
5. *The Applicant shall submit the following Utility Provider Letters to ensure adequate services can be provided:*
 - *South Davis Sewer District*
 - *Dominion Energy*
 - *Pacific Corp*
6. *All Final Site Plan alterations/modifications related to the approval conditions shall be reviewed and deemed in compliance by the Zoning Administrator, as part of the issuance of any related construction permits.*

7. *Any dispute that arises regarding compliance with the Final Site Plan approval by the Zoning Administrator shall be re-submitted to the Planning Commission for further review and decision.*

CONCEPTUAL SUBDIVISION REVIEW – CMC 15.02

The Conceptual Subdivision review process is meant to give the applicant an opportunity to receive guidance from the Planning Commission and City Staff regarding the requirements and constraints of the proposed project. This is a requirement of all subdividers. The acceptance of a conceptual subdivision application does not constitute an approval or disapproval of the proposed subdivision. [CMC 15.02.050(c)].

CMC 5.06.010 Planned Unit Development - *"Planned Development" means a development designed and approved pursuant to CZC 12.41 (Planned Development Overlay Zone), or any multi-family dwelling project or development that has been approved by the City in accordance with any applicable design standards.*" The following are summaries of the expected standards for approval planned developments:

- *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) 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-H/PD design standards*, as previously reviewed by the Planning Commission. The proposed division of the property appears to be consistent with the approved Final Site Plan.

- *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 both parking and passive open space amenities that support the compliance with the I-H/PD development standards.*

- *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 would be required to sign and post*

a bond for both infrastructure improvements. However, recent changes to state subdivision statutes, cities can no longer require posting of bonds for private improvements, such as landscaping. Therefore, a public improvement bond will only be posted with the City.

- *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. This easement is not for public use, but to ensure the perpetual use for parking and landscaping in compliance with the I-H/PD development standards.

Staff Comments: The granting of the open space easement will need to be depicted on the Preliminary and 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: These draft documents will need to be submitted with the Preliminary Subdivision Plat to be reviewed and deemed acceptable to the City Attorney regarding conformance with applicable law. This would ensure that any and all owners of the buildings would remain compliant with the original site plan approval for the property.

Industrial High Development Standards – CZC 12.35.300

Lot and Parcel Standards	Minimum Required	Actual	Compliance Status
Minimum Area	None	NA	Null
Minimum Frontage	50ft	415.14 feet	YES
Minimum Width	50ft	415.14 feet	YES

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 approved zoning site plan development standards, thereby guaranteeing that any subsequent owner of the building sites 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 during Final Site Plan Approval, there are no new public streets being proposed. As to utility services and drainage, these matters were also addressed with the previous Final Site Plan Approval. Nonetheless, the utility service lines will need to be located in approved “public utility easements,” to be dedicated final subdivision plats, as deemed appropriate by the City Engineer.

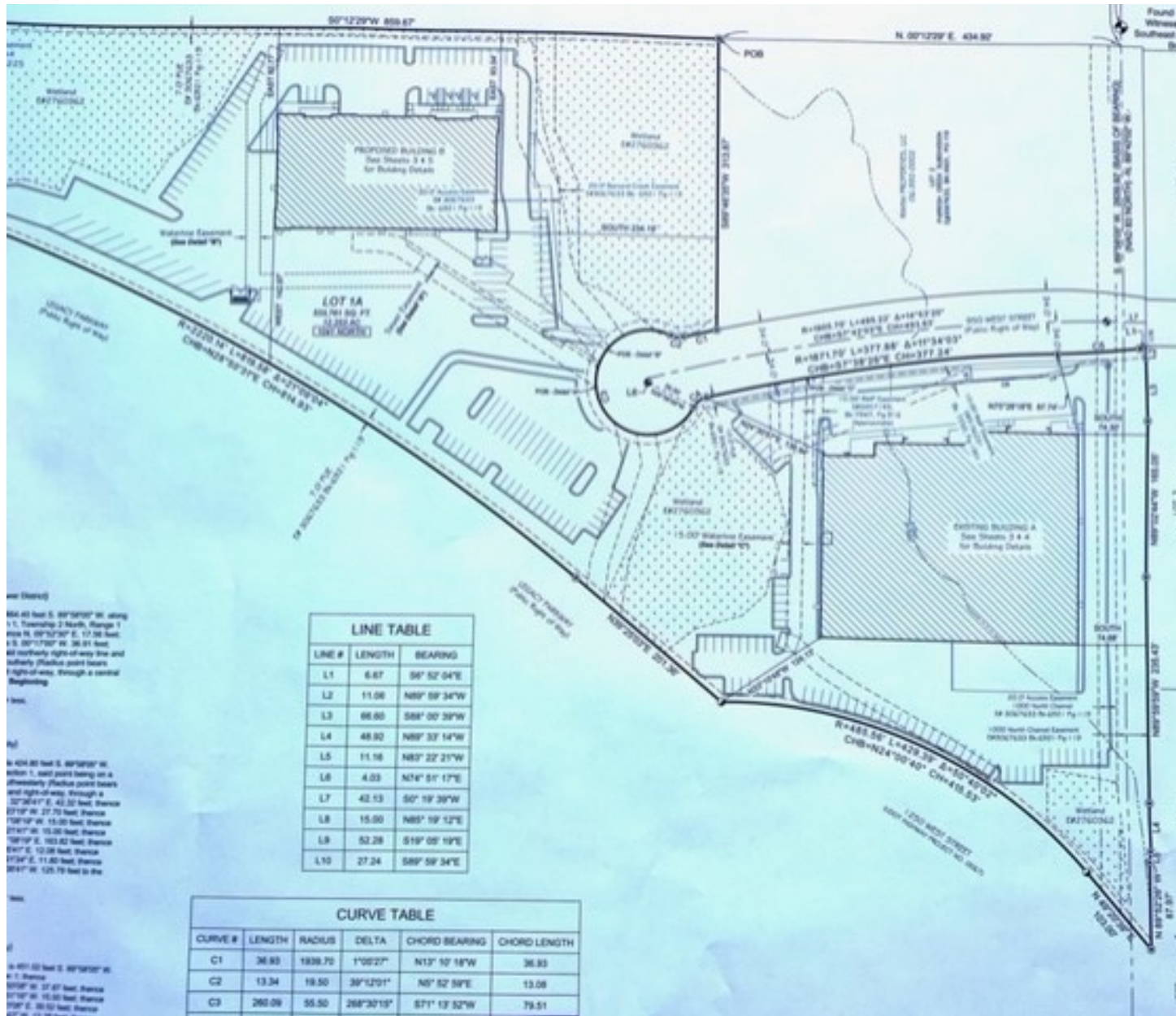
PLANNING STAFF RECOMMENDATION

[SUGGESTED MOTION]: “I hereby make a motion for the Planning Commission to **ACCEPT** the Conceptual Subdivision Plan for the Parrish Creek Business Park, subject to the following directives:

- 1) *The applicant shall prepare and submit a Preliminary Subdivision Plan that conforms to the requirements of CMC 15.03.030.*
- 2) *The preliminary subdivision plans shall depict the required easements for overall parcel, as deemed applicable by the City Engineer.*
- 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.*
- 4) *The preliminary subdivision plans and subdivision layout shall be subject to consistency with the applicable Final Site Plan Approval for the proposed development.*

[SUGGESTED REASONS FOR THE ACTION]:

- a) *The Planning Commission finds that a Conceptual Subdivision Plan is a planned development request and is dependent upon approval of the related Final Site Plan, thereby guaranteeing that any subsequent owner of the lots would not be in possession of a non-conforming situation or dependent upon another lot owner for compliance with the Zoning Ordinance.*
- b) *The Planning Commission finds that, with the applied directives, the proposed conceptual subdivision plan would likely meet the requirements of CMC 15.06.010 Planned Unit Development.*



**PLANNING
COMMISSION**

Staff Report
7/26/2023

Item No. 1.

Title: Community Development Director's Report

Initiated By:

Staff Representative:

SUBJECT:

Next Planning Commission Meeting - **August 9, 2023**

Tentative Items:

- *Condition Use Permit for R-H Density Allowance - Pheasant Brook Expansion*
- *Final Site Plan - Miles Bell LC (aka Dave's Complete Auto)*
- *Final Site Plan - Adien Bell LC (former Les Schwab Site)*

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:



CENTERVILLE
city

PLANNING COMMISSION

Staff Report
7/26/2023

Item No. 1.

Title: Minutes Review and Approval

Initiated By:

Staff Representative:

SUBJECT:

July 12, 2023 Minutes

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 7-12-23 PC minutes

PLANNING COMMISSION MINUTES OF MEETING
Wednesday, July 12, 2023
7:00 p.m.

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

MEMBERS PRESENT

Shawn Hoth
Mason Kjar (arrived at 7:11 p.m.)
Matt Larsen, Vice Chair
Tyler Moss
LaRae Patterson
Heidi Shegrud, Chair

STAFF PRESENT

Cory Snyder, Community Development Director
Lisa Romney, City Attorney
Whittney Black, Assistant Planner

VISITORS

Austin Sharp, Top Gear Motors LLC
Dave Bell

PLEDGE OF ALLEGIANCE

PUBLIC HEARING – CONDITIONAL USE PERMIT FOR VEHICLE RENTAL OR SALE, USED LIMITED – TOP GEAR MOTORS LLC

Assistant Planner Whittney Black explained that the applicant was seeking approval of a used car dealership located at 1052 West 500 North Suite 30. The dealership would be focused on used car sales and vinyl wrapping. In the Industrial-High (I-H) Zone, a Conditional Use Permit was required to operate a vehicle dealership. Ms. Black said the business was planning on displaying between 8 and 15 cars, and serving customers by appointment only.

Ms. Black explained that a total of 39 parking spaces would be required by Code on the site for the current uses and the proposed use, but the site had a total of 37 parking spaces. Based on the parking information, Ms. Black said staff recommended the Planning Commission deny the application, or table the application to allow time for the applicant to address the insufficient parking. Community Development Director Cory Snyder said if the application were tabled, the applicant could perform a parking study and potentially submit an application for a parking modification.

Commissioner Kjar arrived at 7:11 p.m.

Austin Sharp with Top Gear Motors LLC, applicant, said 15 cars was the maximum intended for display between both inside and outside space. He said he anticipated displaying four or five vehicles inside depending on vehicle size. Mr. Sharp explained that at that point vehicles would be towed to the lot one at a time. He said he would be amenable to starting with fewer display vehicles if necessary.

Chair Shegrud opened a public hearing at 7:18 p.m., and closed the public hearing seeing no one come forward to speak.

1 Chair Shegrud said she believed it was important to support small business owners, and
2 expressed interest in helping the applicant find a way to move forward. Mr. Snyder said there
3 were two issues for the applicant to solve for the parking modification scenario: the number of
4 parking spaces needed for the use, and whether or not space for at least three display stalls
5 was available in the warehouse area. The possibility of shared parking would be addressed in
6 the parking modification process. Planning Commissioners discussed tabling the application.

7
8 Commissioner Larsen **moved** for the Planning Commission to TABLE a Conditional Use
9 Permit for Top Gear Motor LLC located at 1052 West 500 North Suite 30 until such time as the
10 applicant had adequately addressed the matter of insufficient parking in accordance with CZC
11 12.52.300 for the use as well as all users/tenant spaces on the site, and suggested the
12 applicant explore the possibility of a parking modification per CZC 12.52.110, inside display
13 spaces, and/or fewer display spaces overall. Chair Shegrud seconded the motion, which passed
14 by unanimous vote (6-0).

15
16 **PUBLIC HEARING - CONCEPTUAL SITE PLAN (AMENDED), 335 SOUTH**
17 **FRONTAGE ROAD, MILES BELL LC and PUBLIC HEARING - CONCEPTUAL SITE PLAN**
18 **(AMENDED), 285 SOUTH FRONTAGE ROAD, AIDEN BELL LC**
19

20 Chair Shegrud said the Conceptual Site Plan applications for the two adjacent properties
21 (separate agenda items) would be discussed together. Mr. Snyder explained that the applicant,
22 owner of Dave's Complete Auto, had obtained the neighboring property to the north (former Les
23 Schwab site), and desired to create an interconnection with the sites remaining independent.
24 Mr. Snyder said planned internal access drives (east and west side of properties) met minimum
25 width requirements. The City Engineer would need to sign off on the storm drain system
26 beneath the access drives. The applicant desired to connect the two sites on the west side with
27 an eight-foot decorative concrete masonry wall. In the Commercial Very-High (C-VH) Zone,
28 supplementary development standards allowed up to ten feet in fencing height at the Planning
29 Commission's discretion.

30
31 Mr. Snyder said the applicant's submittal did not address parking, but said he believed
32 there was space for the applicant to make adjustments to stay within the original parking count.
33 He said he was comfortable recommending approval of the Conceptual Site Plan with
34 suggested conditions. Dave Bell, applicant, explained plans for fencing and vehicle drop-off.

35
36 Chair Shegrud opened a public hearing for the 335 South Frontage Road property at
37 7:43 p.m., and closed the public hearing seeing no one come forward to comment. Responding
38 to a question from Commissioner Patterson, Mr. Bell said he was unsure about plans for
39 signage at that point. Mr. Bell said he would consider a ten-foot wall on the west side of the
40 properties for security purposes if the Planning Commission were amenable to another two feet.
41 He said his intention was for the two sites to remain separate parcels. Commissioner Kjar asked
42 that the documents submitted for final site plan approval address what would happen regarding
43 internal access if ownership or use of the parcels changed in the future.

44
45 The Planning Commission discussed eight versus ten-foot walls. Mr. Snyder expressed
46 the opinion that a ten-foot wall, if engineered correctly, could give a better "building look" rather
47 than "fence look" in tying the two buildings together.

48
49 Commissioner Kjar suggested language for a condition to provide an option for up to a
50 ten-foot fence with supporting rationale. Commissioner Hoth **moved** to ACCEPT the Conceptual
51 Site Plan for the proposed changes to site of Dave's Complete Auto, located at 335 South
52 Frontage Road, with the following directives and reasons for action. Chair Shegrud seconded
53 the motion, which passed by unanimous vote (6-0).
54

Directives:

1. The applicant shall submit a final site plan application meeting the standards found in CZC 12.21.110.e of the Zoning Ordinance.
2. The Final Site Plan shall be substantially consistent with this Conceptual Site Plan submittal and related acceptance, which includes the following:
 - a. Create two interconnecting access drives – one in front (west) and another in the back (east).
 - b. Connect the two buildings with an 8-foot precast concrete style fence (west) and a secure chain-link style fence (east side of adjoining site) to create a common storage/parking area.
 - i. If the applicant chooses, up to a 10-foot fence (west) could be proposed at final site plan submittal with supporting engineering rationale.
 - c. Make several minor landscaping changes, as necessary to accomplish these interconnections.
 - d. Installation of required Public Improvements (e.g., public sidewalk), as outlined in the Delayed Improvements Agreement with the City.
3. The final site plan submittal shall also address the following:
 - a. Provide one (1) additional parking stall to replace the stall that is being eliminated in order to maintain original nonconforming parking stall count.
 - b. Submit final construction plans for the public improvements and related modified storm water management system plan to be deemed acceptable by the City Engineer.
 - c. Prepare and submit the draft cross-access agreement for the proposed access drives and security fencing between this property and the site adjacent to the north (i.e., former Les Schwab site).
 - d. Submit for and receive from the City any related Building Permits for the proposed development.

Reasons for action:

- a) The Planning Commission finds that a conceptual site plan is not intended to permit actual development of property pursuant to such plan but is to be prepared and reviewed merely to represent how the property could be developed in accordance with applicable regulations.
- b) The Planning Commission finds that, with the stated directives, the applicant is equipped sufficiently to proceed with a submittal of a Final Site Plan Application.
- c) The Planning Commission finds that the existing site, with the directives listed, would not increase the degree of non-conformities with regard to site landscaping, screening, or other issues, as described in CZC 12.22.080 of the Zoning Ordinance.
- d) The Planning Commission finds that the proposed fence is for security purposes and its design is aesthetically compatible with the existing buildings that are being connected to create the desired security area.

Chair Shegrud opened a public hearing for the 285 South Frontage Road property at 8:06 p.m., and closed the public hearing seeing no one come forward.

Commissioner Kjar **moved** to ACCEPT the Conceptual Site Plan for the proposed changes to site of Dave's Complete Auto, located at 285 South Frontage Road (former Les Schwab site), with the following directives and reasons for action. Commissioner Hoth seconded the motion, which passed by unanimous vote (6-0).

Directives:

1. The applicant shall submit a final site plan application meeting the standards found in CZC 12.21.110.e of the Zoning Ordinance.
2. The Final Site Plan shall be substantially consistent with this Conceptual Site Plan submittal and related acceptance, which includes the following:
 - a. Create two interconnecting access drives – one in front (west) and another in the back (east).
 - b. Connect the two buildings with an 8-foot precast concrete style fence (west) and a secure open style fence (east side of this site) to create a common storage/parking area.
 - i. If the applicant chooses, up to a 10-foot fence (west) could be proposed at final site plan submittal with supporting engineering rationale.
 - c. Make several minor landscaping changes, as necessary to accomplish these interconnections.
3. The final site plan submittal shall also address the following:
 - a. Provide four (4) additional parking stalls to replace the four (4) stalls that are being eliminated in order to maintain original nonconforming parking stall count.
 - b. Submit final construction plans for the related modified storm water management system plan to be deemed acceptable by the City Engineer.
 - c. Prepare and submit the draft cross-access agreement for the proposed access drives and security fencing between this property to the south (existing Dave's Complete Auto site).
 - d. Submit for and receive from the City any related Building Permits for the proposed development.

Reasons for action:

- a) The Planning Commission finds that a conceptual site plan is not intended to permit actual development of property pursuant to such plan but is to be prepared and reviewed merely to represent how the property could be developed in accordance with applicable regulations.
- b) The Planning Commission finds that, with the stated directives, the applicant is equipped sufficiently to proceed with a submittal of a Final Site Plan Application.
- c) The Planning Commission finds that the existing site, with the directives listed, would not increase the degree of non-conformities with regard to site landscaping, screening, or other issues, as described in CZC 12.22.080 of the Zoning Ordinance.
- d) The Planning Commission finds that the proposed fence is for security purposes and its design is aesthetically compatible with the existing buildings that are being connected to create the desired security area.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

Commissioner Kjar shared a thought about population growth and the growing need for housing along the Wasatch Front with the Planning Commission. The Planning Commission was scheduled to meet next on July 26, 2023.

MINUTES REVIEW AND APPROVAL

Minutes of the June 28, 2023 Planning Commission Meeting were reviewed. Chair Shegrud **moved** to approve the minutes. Commissioner Larsen seconded the motion, which passed by unanimous vote (6-0).

ADJOURNMENT

At 8:19 p.m., Commissioner Hoth **moved** to adjourn. Commissioner Moss seconded the motion, which passed by unanimous vote (6-0).

Jennifer Robison, City Recorder

Date Approved