



# Staff Report to the Weber County Commission

Weber County Planning Division

## Synopsis

### Application Information

**Application Request:** Consideration and action on a request for final approval of the Mountains Edge Subdivision, consisting of 4 lots. Each lot gains access to the new section of Skyline Drive via a private access.

**Type of Decision:** Administrative

**Agenda Date:** Tuesday, March 07, 2017

**Applicant:** Scott Waterfall and Brock Loomis

**File Number:** LVD053116

### Property Information

**Approximate Address:** 5134 S. Skyline Drive

**Project Area:** 2.365

**Zoning:** Residential (R-2 and R-1-10)

**Existing Land Use:** Vacant

**Proposed Land Use:** Residential Subdivision

**Parcel ID:** 07-086-0040, 07-086-0039, 07-086-0066

**Township, Range, Section:** T5N, R1W, Section 23

### Adjacent Land Use

<b>North:</b> Residential	<b>South:</b> Residential
<b>East:</b> Residential	<b>West:</b> Residential

### Staff Information

**Report Presenter:** Charles Ewert  
cewert@co.weber.ut.us  
801-399-8763

**Report Reviewer:** RG

## Applicable Ordinances

- Weber County Land Use Code Title 106 (Subdivisions)
- Weber County Land Use Code Title 104 (Zones) Chapter 12 (R-1-10)
- Weber County Land Use Code Title 104 (Zones) Chapter 15 (R-2)

## Background

The applicant is requesting final approval of Mountains Edge Subdivision (4 lots). The property is located in the Two-Family Residential Zone (R-2) and the Single-Family Residential Zone (R-1-10) at approximately 2060 E Ryan Circle. The proposed subdivision is 2.37 acres.

The R-1-10 Zone requires single family dwellings to be on lots with minimum area of 10,000 square feet and a minimum width of 80 feet. The 4 lots will be accessed by a 20 foot private right of way (R.O.W.) with a 16 foot wide asphalt driveway with curb and gutter on each side for a length of 140 feet.

The location of the proposed subdivision and access is on a corner property adjacent to two main roads (Skyline Drive and Combe Road). This segment of Skyline was recently constructed. The intersection of these two roads has a round-about, which will limit the appropriate locations for driveway points of access. The applicant has received approval of an alternative access (File# AE2015-06). The proposed joint access is approximately 150 feet from the intersection. Due to the topography north of Combe Road, the grade of Skyline Drive will be altered to get up the hill. This has caused the intersection also to be elevated above the proposed lots.

The Uintah Highlands Water and Sewer District will provide culinary water and sewer service. A new fire hydrant and other street services will be installed as part of the County road project. Storm water detention for the 4 lots will occur with the landscaping of those properties.

A combine preliminary and final approval was received from the Western Weber Planning Commission on February 9, 2016.

This plat proposal also includes a survey monument improvement agreement (MIA) from the surveyor's office that the Commission will need to approve as well (attached with mylar).

## Analysis

**Zoning:** The subject property is located in the Two-Family Residential Zone (R-2) and the Single-Family Residential Zone (R-1-10). The purpose of these zones are stated in the LUC §104-12-1 and §104-15-1.

*The purpose of the R-1-12, R-1-10 Zone classification is to provide regulated areas for single-family residential use at two different low-density levels.*

*The purpose of the R-2 Zone classification is to accommodate a need for moderate density residential districts incorporating both single-family and two-family dwelling units.*

**Lot area, frontage/width and yard regulations:** The R-2 Zone requires a minimum lot area of 6,000 sqft for a single family dwelling and a minimum lot width of 60 feet. The R-1-10 Zone requires a minimum lot area of 10,000 sqft for a single family dwelling and a minimum lot width of 80 feet.

All lots within this proposed subdivision meet these criteria.

**Culinary Water and Sanitary Waste Water:** Uintah Highlands Water and Sewer District has provided a letter stating that water and sewer services are available for each of these lots. The main water line will not be extended, as only laterals are being installed from the main in Skyline, so a State Construct Permit is not warranted.

**Review Agencies:** All relevant review agencies have signed the plat or offered approval. More information regarding these reviews can be found in the project file on Miradi: <https://miradi.co.weber.ut.us/projects/view/2088>

**Tax Clearance:** There is no outstanding tax payments currently related to these parcels.

**Public Notice:** A notice has been mailed not less than seven calendar days before final approval by the Western Weber Planning Commission to all property owners of record within 500 feet of the subject property regarding the proposed subdivision, per noticing requirements outlined in LUC §106-1-6(b).

## Planning Commission Recommendations

The Planning Commission recommends final approval of the Dixie Land Estates Subdivision. This recommendation is conditioned upon meeting all requirements from county reviewing agencies.

## Exhibits

- A. Mountains Edge Subdivision plat
- B. Construction Drawings
- C. Monument Improvement Agreement

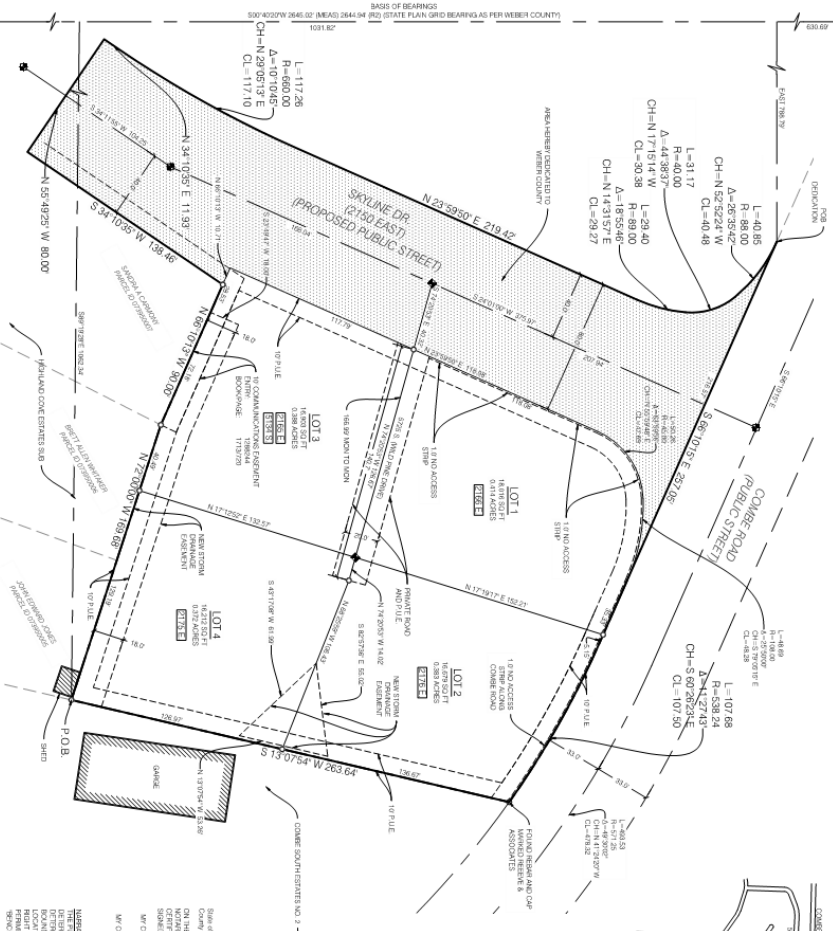




**GRAPHIC SCALE**  
1"=200'

# MOUNTAINS EDGE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEBER COUNTY, UTAH  
DATE: FEBRUARY 2017



**BENCHMARK ENGINEERING & LAND SURVEYING**  
3100 SOUTH 1500 WEST, SUITE 100  
SALT LAKE CITY, UTAH 84119  
PHONE: (801) 487-8800  
WWW.BENCHMARKSURVEYING.COM

**WEBER COUNTY SUPERVISOR**  
HITHERTO, THE SUPERVISOR HAS REVIEWED THE SUBDIVISION MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SUBDIVISION MAP ACT AND THE LOCAL ORDINANCES OF WEBER COUNTY, UTAH. THE SUPERVISOR'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.

**WEBER COUNTY PLANNING COMMISSION ACCEPTANCE**  
THE PLANNING COMMISSION HAS REVIEWED THE SUBDIVISION MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SUBDIVISION MAP ACT AND THE LOCAL ORDINANCES OF WEBER COUNTY, UTAH. THE COMMISSION'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.

**WEBER COUNTY ENGINEER**  
I HEREBY CERTIFY THAT THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SUBDIVISION MAP ACT AND THE LOCAL ORDINANCES OF WEBER COUNTY, UTAH. MY REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.

**WEBER COUNTY COMMISSION ACCEPTANCE**  
THE COMMISSION HAS REVIEWED THE SUBDIVISION MAP AND FOUND IT TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SUBDIVISION MAP ACT AND THE LOCAL ORDINANCES OF WEBER COUNTY, UTAH. THE COMMISSION'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.

**WEBER COUNTY ATTORNEY**  
I HEREBY CERTIFY THAT THE SUBDIVISION MAP IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTAH SUBDIVISION MAP ACT AND THE LOCAL ORDINANCES OF WEBER COUNTY, UTAH. MY REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE MAP AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION THEREON.

**OWNER / DEVELOPER**  
NAME: BROCK LOOMIS  
TELEPHONE: (801) 814-1914  
ADDRESS: 5809 SOUTH SKYLINE DRIVE SOUTH OGDEN UT.  
ACKNOWLEDGMENT

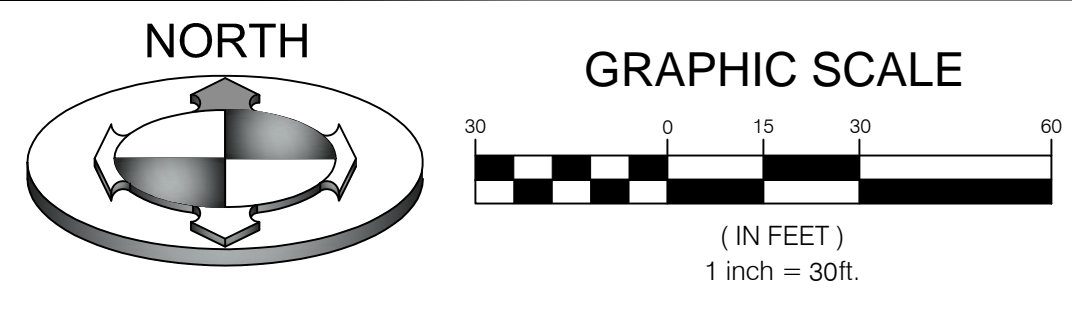
**ACKNOWLEDGMENT**  
I, the undersigned, being of legal age and sound mind, do hereby acknowledge that I am the owner of the above described property and that I have executed this subdivision map for the purposes herein stated. I have read and understand the contents of this map and the laws of the State of Utah relating thereto. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded.

**ACKNOWLEDGMENT**  
I, the undersigned, being of legal age and sound mind, do hereby acknowledge that I am the owner of the above described property and that I have executed this subdivision map for the purposes herein stated. I have read and understand the contents of this map and the laws of the State of Utah relating thereto. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded.



**OWNER'S DEDICATION**  
I, the undersigned, do hereby dedicate to the public the above described property for the purposes herein stated. I have read and understand the contents of this map and the laws of the State of Utah relating thereto. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded. I have signed this map in the presence of the witnesses named herein and in the presence of the county clerk of the county in which this map is recorded.

**FOR REVIEW ONLY**



# MOUNTAINS EDGE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,  
TOWNSHIP 5 NORTH NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEBER COUNTY, UTAH  
DATE: FEBRUARY 2017

## SURVEYOR'S CERTIFICATE

I, BRIAN A. LINAM DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, AND THAT I HOLD CERTIFICATE NO. 7240531. AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT ON THIS PLAT AND THAT THIS PLAT OF MOUNTAINS EDGE SUBDIVISION IN WEBER COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE WEBER COUNTY RECORDERS OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF WEBER COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPILED WITH.

## MOUNTAINS EDGE SUBDIVISION

### BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF HIGHLAND COVE ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT ALSO BEING SOUTH 00°40'20" WEST 1031.82 FEET AND SOUTH 89°19'28" EAST 1062.34 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE NORTHERLY LINE OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) NORTH 72°00'00" WEST 169.68 FEET, 2) NORTH 66°10'13" WEST 90.00 FEET TO THE PROPOSED EAST RIGHT-OF-WAY LINE OF SKYLINE DRIVE; THENCE SOUTH 34°10'35" WEST 138.46 FEET ALONG SAID PROPOSED RIGHT OF WAY AND THE WESTERLY LINE OF SAID SUBDIVISION; THENCE NORTH 55°49'55" WEST 80.00 FEET; THENCE NORTH 34°10'35" EAST 11.93 FEET; THENCE NORTHEASTERLY 117.26 FEET ALONG THE ARC OF A 660.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 29°05'13" EAST 117.10 FEET; THENCE NORTH 23°59'50" EAST 219.42 FEET; THENCE NORTHERLY 29.40 FEET ALONG THE ARC OF A 89.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 14°31'57" EAST 29.27 FEET; THENCE CONTINUING NORTHERLY 31.17 FEET ALONG THE ARC OF A 40.00 FOOT COMPOUND CURVE TO THE LEFT, CHORD BEARS NORTH 17°15'14" WEST 30.38 FEET; THENCE NORTHWESTERLY 40.85 FEET ALONG THE ARC OF A 88.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, CHORD BEARS NORTH 52°52'24" WEST 40.48 FEET; THENCE SOUTH 66°10'15" EAST 257.05 FEET; THENCE 107.68 FEET ALONG THE ARC OF A 538.24 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS SOUTH 60°26'23" EAST 107.50 FEET, TO THE NORTHWEST CORNER OF COMBE SOUTH ESTATES NO. 2 SUBDIVISION, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE SOUTH 13°07'54" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 263.63 FEET TO THE POINT OF BEGINNING.

CONTAINS: 103,015 SQ. FT OR 2.365 ACRES, MORE OR LESS  
4 LOTS

### SKYLINE DEDICATION DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF COMBE ROAD, SAID POINT BEING SOUTH 00°40'20" ALONG THE SECTION LINE 630.69 FEET AND EAST 788.79 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 66°10'15" EAST ALONG SAID SOUTHERLY LINE 216.57 FEET; THENCE WESTERLY 48.69 FEET ALONG THE ARC OF A 108.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 79°05'15" WEST 47.69 FEET; THENCE SOUTHWESTERLY 50.26 FEET ALONG THE ARC OF A 45.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, CHORD BEARS SOUTH 55°59'48" WEST 47.69 FEET; THENCE SOUTH 23°59'50" WEST 235.86 FEET; THENCE SOUTH 66°10'13" EAST 10.71 FEET TO THE NORTHWEST CORNER OF HIGHLAND COVE ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE SOUTH 34°10'35" WEST 138.46 FEET ALONG SAID SUBDIVISION; THENCE NORTH 55°49'55" WEST 80.00 FEET; THENCE NORTH 34°10'35" EAST 11.93 FEET; THENCE NORTHEASTERLY 117.26 FEET ALONG THE ARC OF A 660.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 29°05'13" EAST 117.10 FEET; THENCE NORTH 23°59'50" EAST 219.42 FEET; THENCE NORTHERLY 29.40 FEET ALONG THE ARC OF A 89.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS NORTH 14°31'57" EAST 29.27 FEET; THENCE CONTINUING NORTHERLY 31.17 FEET ALONG THE ARC OF A 40.00 FOOT COMPOUND CURVE TO THE LEFT, CHORD BEARS NORTH 17°15'14" WEST 30.38 FEET; THENCE NORTHWESTERLY 40.85 FEET ALONG THE ARC OF A 88.00 FOOT RADIUS COMPOUND CURVE TO THE LEFT, CHORD BEARS NORTH 52°52'24" WEST 40.48 FEET TO THE POINT OF BEGINNING.

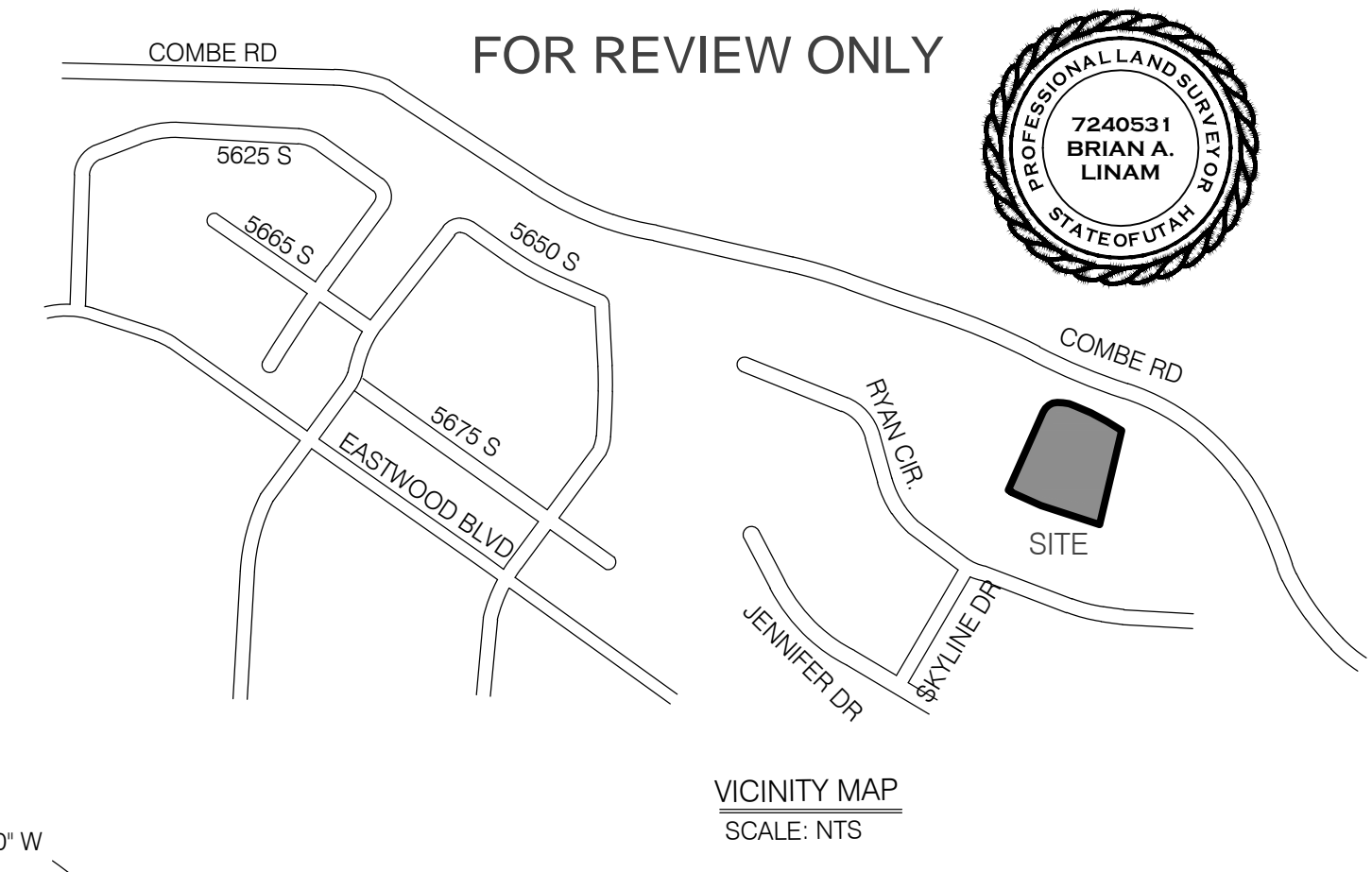
### OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT, MOUNTAINS EDGE SUBDIVISION, AND DO HEREBY DEDICATE, FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND INTENDED FOR PUBLIC USE, AND DO ALSO HEREBY DEDICATE AND RESERVE UNTO THEMSELVES, THEIR HEIRS, THEIR GRANTEEES AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS THAT MAY BE SUBDIVIDED BY THE UNDERSIGNED OWNERS, THEIR SUCCESSORS, OR ASSIGNS) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS (PRIVATE RIGHTS-OF-WAY) AS ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY A LOT (UNIT) OWNERS' ASSOCIATION WHOSE MEMBERSHIP CONSISTS OF SAID OWNERS, THEIR GRANTEEES, SUCCESSORS, OR ASSIGNS, AND ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY, STORM WATER DETENTION PONDS, SEWER EASEMENTS, AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, AND STORM DRAINAGE FACILITIES, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017  
**MOUNTAINS EDGE SUBDIVISION**  
ACKNOWLEDGMENT

State of \_\_\_\_\_ } S.S.  
County of \_\_\_\_\_ }  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ OF THE ABOVE OWNERS DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.  
MY COMMISSION NUMBER: \_\_\_\_\_ NOTARY PUBLIC (PRINT NAME)  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_ COUNTY

**MOUNTAINS EDGE SUBDIVISION**  
LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,  
TOWNSHIP 5 NORTH NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEBER COUNTY, UTAH



### LEGEND

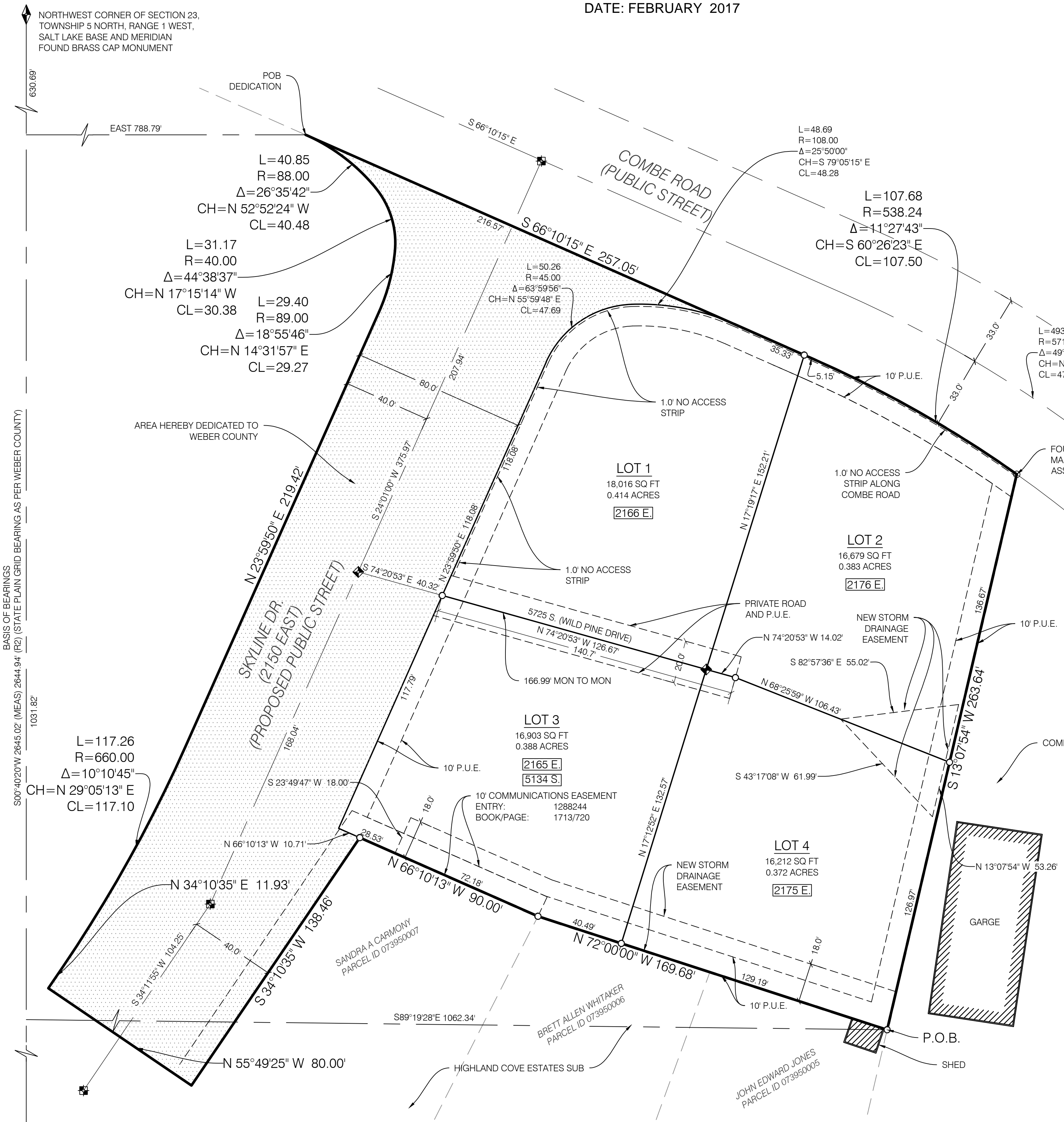
- WEBER COUNTY SECTION CORNER
- BOUNDARY CORNER (SET 1/2 REBAR AND CAP)
- FOUND (SET REBAR AND CAP)
- DEFINITION POINT
- SECTION LINE
- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE EXISTING
- EASEMENT LINE
- RIGHT OF WAY LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- STREET MON. & MONUMENT LINE (FOUND)
- STREET MON. (TO BE CONST.)

**OWNER / DEVELOPER:**  
NAME: BROCK LOOMIS  
TELEPHONE: (801) 814-1914  
ADDRESS: 5809 SOUTH SKYLINE DRIVE SOUTH OGDEN UT.

### ACKNOWLEDGMENT

State of \_\_\_\_\_ } S.S.  
County of \_\_\_\_\_ }  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ OF THE ABOVE OWNERS DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.  
MY COMMISSION NUMBER: \_\_\_\_\_ NOTARY PUBLIC (PRINT NAME)  
MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC RESIDING IN \_\_\_\_\_ COUNTY

**NARRATIVE**  
THE PURPOSE OF THIS PLAT IS TO DIVIDE THE PROPERTY INTO LOTS. THE NORTH LINE WAS DETERMINED BY THE LOCATION OF THE RIGHT OF WAY FOR COMBE ROAD. THE WEST LINE WAS DETERMINED BY THE BOUNDARY OF COMBE SOUTH ESTATES NO. 2 SUBDIVISION. THE SOUTH BOUNDARY LINE WAS DETERMINED BY THE LOCATION OF HIGHLAND ESTATES SUBDIVISION. THE LOCATION OF THE WEST BOUNDARY LINE WAS DETERMINED BY THE LOCATION OF THE PROPOSED RIGHT OF WAY ON SKYLINE DRIVE. THE PROPERTY CORNERS PLACED AT THE LOCATIONS AT THE PERIMETER OF THIS SUBDIVISION ARE MARKED WITH A 5/8" X 24" REBAR WITH A PLASTIC CAP STAMPED "BENCHMARK ENG., OR WITH AS SHOWN HEREON AS FOUND PROPERTY CORNERS.



**NOTE**  
RETENTION PONDS WILL NEED TO REMAIN THROUGHOUT FUTURE LOT DEVELOPMENT

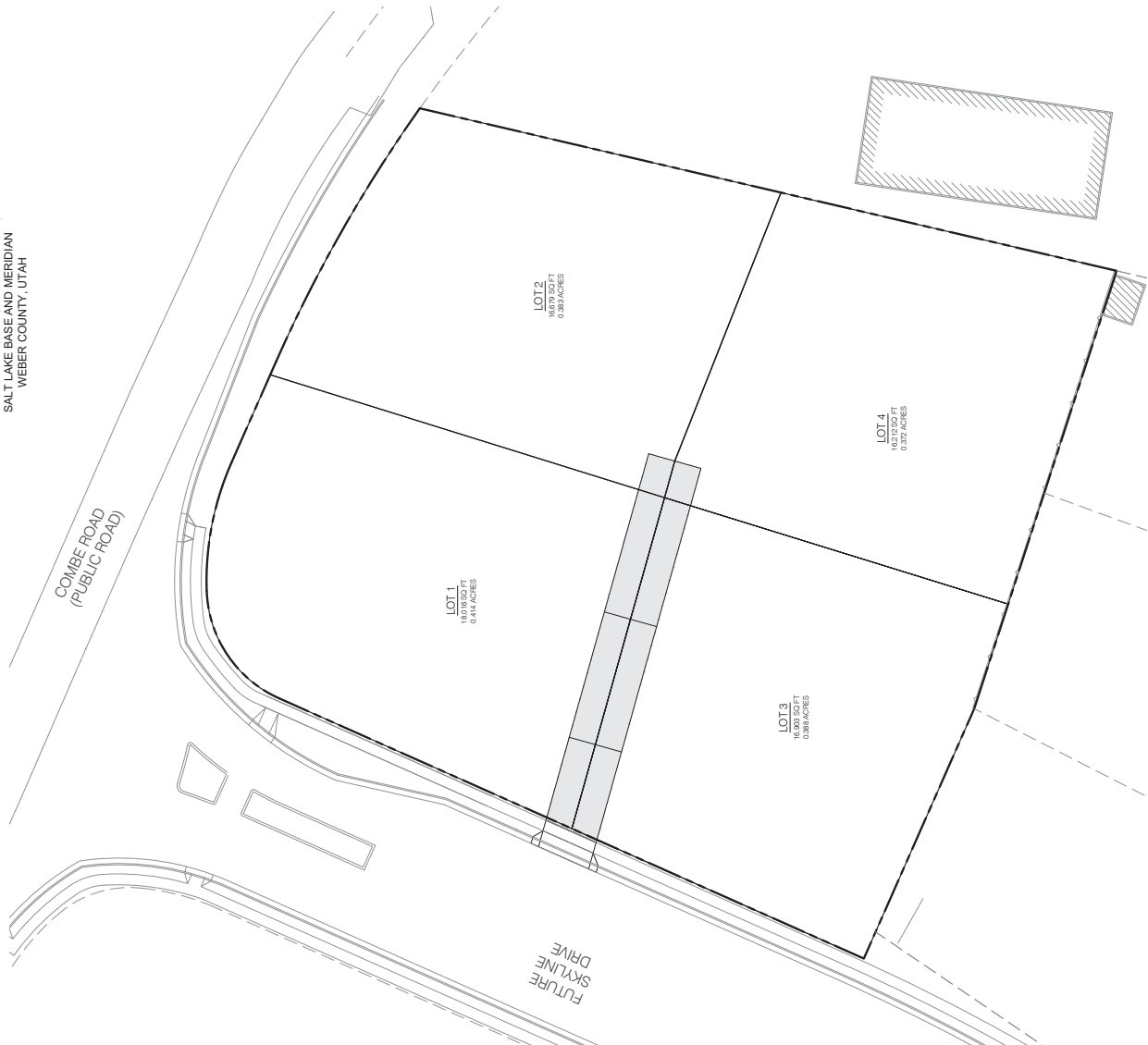
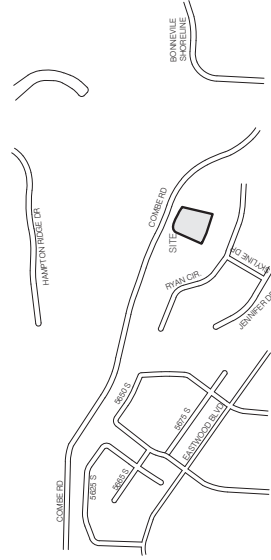
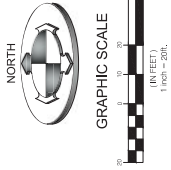
<p><b>WEBER COUNTY SURVEYOR</b> I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS OF RECORD IN COUNTY OFFICES. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH. SIGNED THIS _____ DAY OF _____, 2016</p> <p>_____ SIGNATURE</p>	<p><b>WEBER COUNTY PLANNING COMMISSION ACCEPTANCE</b> THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION ON THE _____ DAY OF _____, 2016</p> <p>_____ CHAIRMAN, WEBER COUNTY PLANNING COMMISSION</p>	<p><b>WEBER COUNTY ENGINEER</b> I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS. SIGNED THIS _____ DAY OF _____, 2016</p> <p>_____ SIGNATURE</p>	<p><b>WEBER COUNTY COMMISSION ACCEPTANCE</b> THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WORKS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH THIS _____ DAY OF _____, 2016</p> <p>_____ CHAIRMAN, WEBER COUNTY COMMISSION</p>	<p><b>WEBER COUNTY ATTORNEY</b> I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND EFFECT. SIGNED THIS _____ DAY OF _____, 2016</p> <p>_____ SIGNATURE</p>	<p><b>WEBER COUNTY RECORDER</b> ENTRY NO. _____ FEE PAID _____ FILED FOR RECORD AND RECORDED _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____ RECORDED FOR: _____</p> <p>_____ WEBER COUNTY RECORDER</p> <p>_____ DEPUTY</p>
--	---	---	--	--	--

**BENCHMARK ENGINEERING & LAND SURVEYING**  
9130 SOUTH STATE STREET SUITE #100  
SANDY, UTAH 84070 (801) 542-7192  
www.benchmarkcivil.com



# MOUNTAINS EDGE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 23,  
TOWNSHIP 5 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN,  
WEBER COUNTY, UTAH



**DEVELOPER: BROCK LOOMIS**  
**ADDRESS: 5809 SKYLINE DRIVE**  
**SOUTH OGDEN, UT 84403**  
**TELEPHONE: 801-814-1914**  
**EMAIL: brock@benchmarkcivil.com**

**ENGINEER: BENCHMARK ENGINEERING & LAND SURVEYING**  
**CONTACT: BROCK LOOMIS**  
**ADDRESS: 9130 SOUTH STATE STREET, SUITE 101**  
**SANDY, UT 84070**  
**TELEPHONE: 801-814-1914**  
**EMAIL: brock@benchmarkcivil.com**

**SURVEYOR: BENCHMARK ENGINEERING & LAND SURVEYING**  
**CONTACT: KAGAN DIXON**  
**ADDRESS: 9130 SOUTH STATE STREET, SUITE 101**  
**SANDY, UT 84070**  
**TELEPHONE: 801-542-7192**  
**EMAIL: kagan@benchmarkcivil.com**

## DRAWING INDEX

- COVER SHEET
- GENERAL NOTES, LEGEND & ABBREVIATIONS
- SITE PLAN
- UTILITY PLAN
- GRADING AND DRAINAGE PLAN
- EROSION CONTROL PLAN
- SWPP NOTES
- BMP DETAILS
- BMP DETAILS
- DETAILS & NOTES

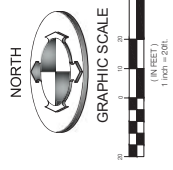


**BENCHMARK ENGINEERING & LAND SURVEYING**  
 9130 SOUTH STATE STREET, SUITE # 100  
 SANDY, UT 84070  
 WWW.BENCHMARKCIVIL.COM

MOUNTAINS EDGE SUBDIVISION WEBER COUNTY, UTAH		DATE: 10/14/16		DRAWING NO: 1512208	
TITLE	DATE	DESCRIPTION	BY	CHECKED	DATE
COVER					







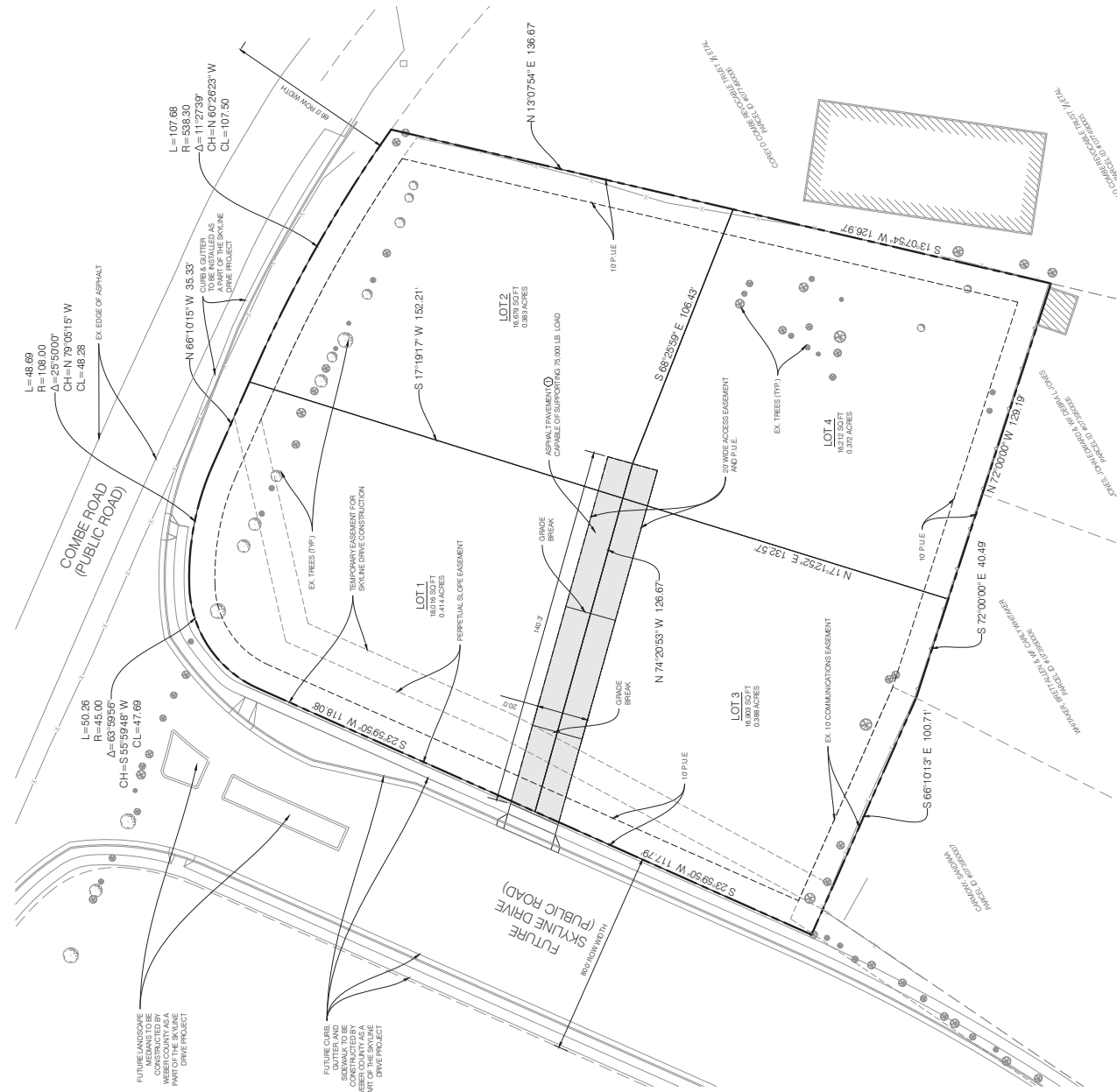
CONSTRUCTION KEY NOTES REFERENCE

NO.	DESCRIPTION	DETAIL
1	ASPHALT PAVEMENT WITH GRANULAR BASE	#CD071

AREA TABLE

PARTICULARS	S.F.	%
BUILDING*	10,000	14.8
HARDSCAPE**	4,414	6.5
LANDSCAPE	50,386	73.7
TOTAL	64,800	100

\*ASSUMED 2300 SQ. FT. PER HOME  
\*\*ASSUMED 400 SQ. FT. PER DRIVEWAY



FUTURE CURB AND SIDEWALK TO BE CONSTRUCTED BY MEDANS TO BE PART OF THE SKYLINE DRIVE PROJECT

FUTURE CURB AND SIDEWALK TO BE CONSTRUCTED BY MEDANS TO BE PART OF THE SKYLINE DRIVE PROJECT

NOTES:  
ALL WORK WITHIN PUBLIC ROADS TO BE DONE IN ACCORDANCE WITH UTAH COUNTY STANDARDS AND SPECIFICATIONS

CALL BEFORE YOU DIG  
IT'S FREE & IT'S THE LAW  
BLUE STAKES OF UTAH  
UTILITY NOTIFICATION CENTER  
1-800-486-4111  
www.b4usa.com

SCALE MEASURES - MATCH FULL SIZE SHEETS  
ADJUST ACCORDINGLY FOR REDUCED SIZE SHEETS

DATE: 02/22/2016  
DRAWN BY: JURY  
CHECKED BY: BDL  
PROJECT: BUSINESS PARK WEBER COUNTY COMMENTS



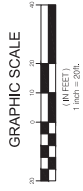
BENCHMARK  
LAND SURVEYING & ENGINEERING  
www.benchmarkcivil.com  
1920 SOUTH STATE STREET SUITE #100  
SANDY, UTAH 84070 (801) 424-2192

MOUNTAINS EDGE SUBDIVISION  
2060 EAST RYAN CIRCLE  
WEBER COUNTY, UTAH

SITE PLAN  
1512209  
CSP.01  
3 OF 8



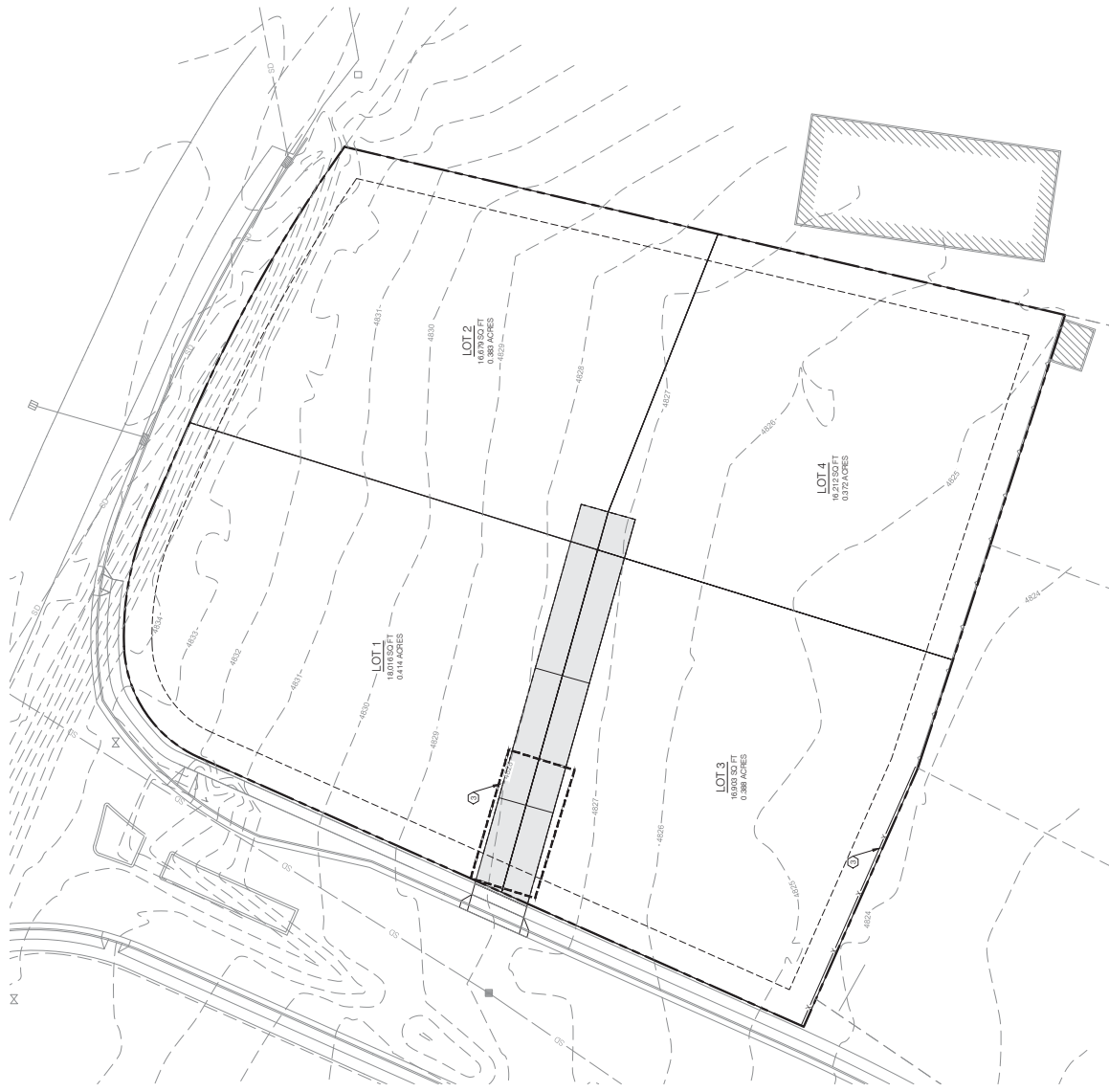




**SUPPLIER NOTES REFERENCE**

FOR ALL MATERIALS, THE SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES. THE SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES. THE SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AND STATE AGENCIES.

NO.	DATE	DESCRIPTION
1	02/22/2016	ISSUED FOR PERMITS
2	03/15/2016	REVISED PER COMMENTS
3	04/01/2016	REVISED PER COMMENTS
4	04/15/2016	REVISED PER COMMENTS
5	04/30/2016	REVISED PER COMMENTS
6	05/15/2016	REVISED PER COMMENTS
7	05/30/2016	REVISED PER COMMENTS
8	06/15/2016	REVISED PER COMMENTS
9	06/30/2016	REVISED PER COMMENTS
10	07/15/2016	REVISED PER COMMENTS
11	07/30/2016	REVISED PER COMMENTS
12	08/15/2016	REVISED PER COMMENTS
13	08/30/2016	REVISED PER COMMENTS
14	09/15/2016	REVISED PER COMMENTS
15	09/30/2016	REVISED PER COMMENTS
16	10/15/2016	REVISED PER COMMENTS
17	10/30/2016	REVISED PER COMMENTS
18	11/15/2016	REVISED PER COMMENTS
19	11/30/2016	REVISED PER COMMENTS
20	12/15/2016	REVISED PER COMMENTS
21	12/30/2016	REVISED PER COMMENTS
22	01/15/2017	REVISED PER COMMENTS
23	01/30/2017	REVISED PER COMMENTS
24	02/15/2017	REVISED PER COMMENTS
25	02/28/2017	REVISED PER COMMENTS



NO.	DATE	DESCRIPTION
1	02/22/2016	ISSUED FOR PERMITS
2	03/15/2016	REVISED PER COMMENTS
3	04/01/2016	REVISED PER COMMENTS
4	04/15/2016	REVISED PER COMMENTS
5	04/30/2016	REVISED PER COMMENTS
6	05/15/2016	REVISED PER COMMENTS
7	05/30/2016	REVISED PER COMMENTS
8	06/15/2016	REVISED PER COMMENTS
9	06/30/2016	REVISED PER COMMENTS
10	07/15/2016	REVISED PER COMMENTS
11	07/30/2016	REVISED PER COMMENTS
12	08/15/2016	REVISED PER COMMENTS
13	08/30/2016	REVISED PER COMMENTS
14	09/15/2016	REVISED PER COMMENTS
15	09/30/2016	REVISED PER COMMENTS
16	10/15/2016	REVISED PER COMMENTS
17	10/30/2016	REVISED PER COMMENTS
18	11/15/2016	REVISED PER COMMENTS
19	11/30/2016	REVISED PER COMMENTS
20	12/15/2016	REVISED PER COMMENTS
21	12/30/2016	REVISED PER COMMENTS
22	01/15/2017	REVISED PER COMMENTS
23	01/30/2017	REVISED PER COMMENTS
24	02/15/2017	REVISED PER COMMENTS
25	02/28/2017	REVISED PER COMMENTS



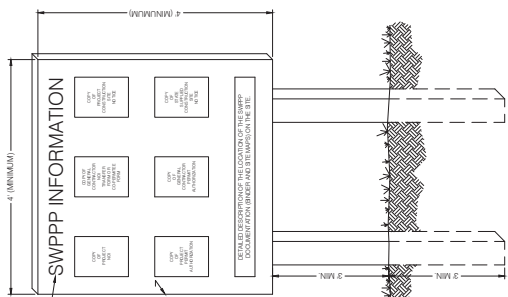
**BENCHMARK CIVIL**  
**BENCHMARK ENGINEERING & LAND SURVEYING**  
 9120 SOUTH STATE STREET SUITE #100  
 SANDY, UTAH 84070 (801) 424-2192  
 www.benchmarkcivil.com

**MOUNTAINS EDGE SUBDIVISION**  
 2060 EAST RYAN CIRCLE  
 WEBER COUNTY, UTAH

151220916  
**EROSION CONTROL PLAN**  
 CEP.01  
 6 OF 8

**CALL BEFORE YOU DIG**  
 IT'S FREE & IT'S THE LAW  
 BLUE STAKES OF UTAH  
 UTILITY NOTIFICATION CENTER  
 1-800-486-4111  
 www.bstakessurvey.com



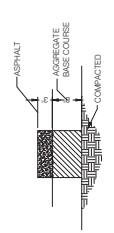


SWPPP INFORMATION SIGN MUST BE CONSTRUCTED OF A RIGID MATERIAL SUCH AS WOOD OR OUTLETTED CONCRETE. SIGN MUST BE CONSTRUCTED IN A MANNER TO PROTECT DOCUMENTS FROM DAMAGE DUE TO WIND OR MOISTURE, ETC.)

- NOTES:
- 1) THE SWPPP INFORMATION SIGN MUST BE LOCATED NEAR THE CONSTRUCTION EXIT OF THE SITE, SUCH THAT IT IS ACCESSIBLE AND VIEWABLE BY THE GENERAL PUBLIC, BUT NOT OBSTRUCTING VIEWS AS TO CAUSE A SAFETY HAZARD.
  - 2) ALL PERIOD DOCUMENTS MUST BE MAINTAINED IN A CLEARLY READABLE CONDITION AT ALL TIMES THROUGHOUT CONSTRUCTION AND UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED FOR THE PERMIT.
  - 3) CONTRACTOR SHALL POST OTHER STORM WATER AND/OR EROSION AND SEDIMENT CONTROL RELATED PERMITS ON THE SIGN AS REQUIRED BY THE GOVERNING AGENCY.
  - 4) SIGN SHALL BE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY AND EASEMENTS UNLESS APPROVED BY THE GOVERNING AGENCY.
  - 5) CONTRACTOR IS RESPONSIBLE FOR ENSURING STABILITY OF THE SWPPP INFORMATION SIGN.

**SWPPP INFORMATION SIGN**  
SCALE: N.T.S.

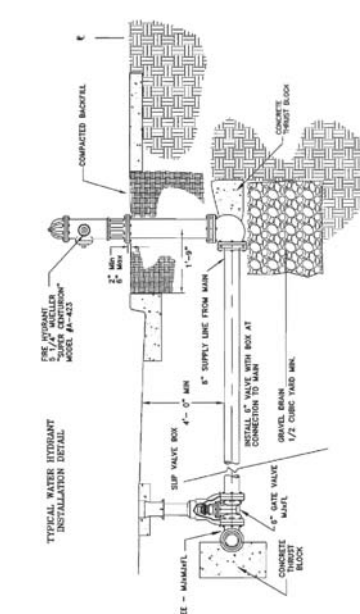
1



STANDARD DUTY PAVEMENT

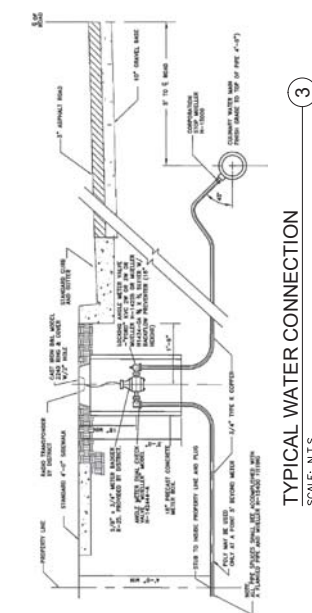
**PAVEMENT SECTIONS**  
SCALE: N.T.S.

4



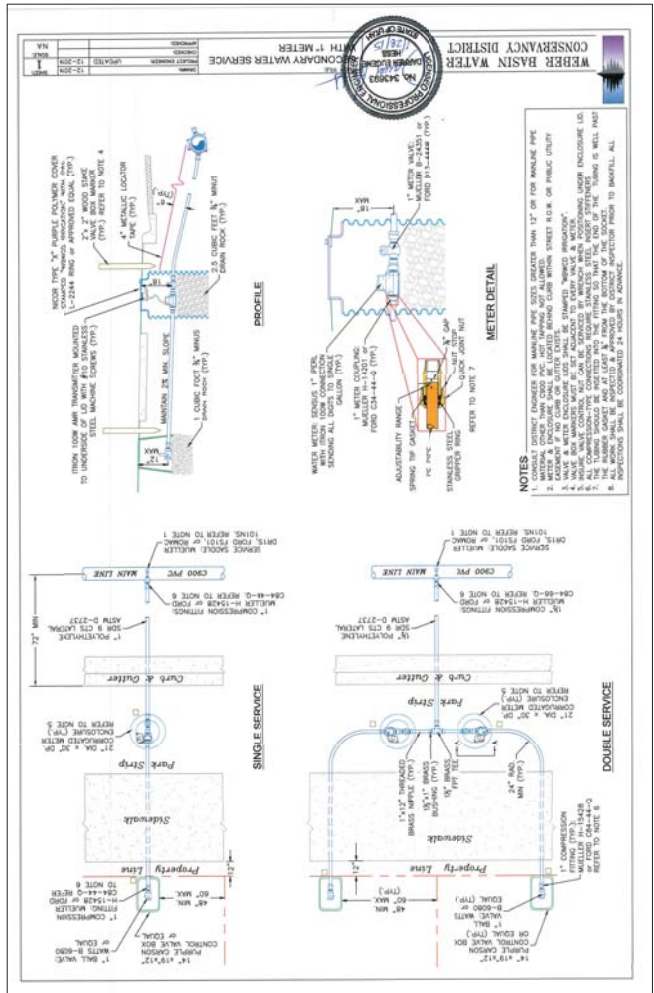
**TYPICAL FIRE HYDRANT CONNECTION**  
SCALE: N.T.S.

2



**TYPICAL WATER CONNECTION**  
SCALE: N.T.S.

3



**SECONDARY WATER SERVICE WITH 1\"/>**

(NOT TO SCALE)

1

NO.	DATE	DESCRIPTION
1	02/20/2016	CONCEPT BDL
2	03/09/2016	REVISED PER WEBER COUNTY COMMENTS



**BENCHMARK ENGINEERING & SURVEYING**  
www.benchmark.com  
BENCHMANK  
CIVIL  
LAND SURVEYING &  
ENGINEERING  
1820 SOUTH STATE STREET SUITE 100  
SANDY, UTAH 84070 (801) 842-7192

**MOUNTAINS EDGE SUBDIVISION**  
2000 EAST RYAN CIRCLE  
WEBER COUNTY, UTAH

15122089  
DETAILS AND NOTES

CDD-01  
8 OF 8



When Recorded Return To:  
**BROCK LOOMIS**  
**5809 South Skyline Dr**  
**South Ogden, Ut 84403**

**WEBER COUNTY SURVEY  
MONUMENTATION IMPROVEMENT  
AGREEMENT**

1. **Parties:** The parties to the Survey Monumentation Improvement Agreement (“the Agreement”) are **BROCK LOOMIS** (“the Developer”) and the Weber County Surveyor (“the County Surveyor”).
2. **Effective Date:** The Effective Date of the Agreement will be the date that the County Surveyor or his Authorized Agent signs this agreement or other dates as specified herein.

**RECITAL**

**WHEREAS**, the Developer seeks permission to subdivide property within the area of Weber County, to be known as MOUNTAINS EDGE SUBDIVISION (“the Subdivision”), which property is shown and described on the submitted plat maps for review by the County Surveyor, and upon final approval of the Subdivision by the County Commission the final approved subdivision plat shall be made a part hereof and incorporated herein (the “Plat”); and

**WHEREAS**, the County seeks to protect the health, safety and general welfare of the residents of Weber County by requiring the completion of adequate monumentation of the Subdivision and thereby limiting the harmful effects and eventual loss or obliteration of public and private property lines as dedicated and/or established by the recording of the Plat; and

**WHEREAS**, the purpose of this Agreement is to protect the County from the cost of completing subdivision monumentation improvements and is not executed for the benefit of material, men, laborers, surveyors or others providing work, services or material to the Subdivision or for the benefit of lot or home buyers in the Subdivision; and

**WHEREAS**, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the County’s Subdivision Ordinance 106-4-1;

**THEREFORE**, the Parties hereby agree as follows:

**DEVELOPER’S OBLIGATIONS**

3. **Improvements:** The Developer will construct and install, at his own expense, those on-site and off-site subdivision monuments or improvements as shown on the final approved subdivision plat and/or as specifically required by the County Surveyor (“the Improvements”). The Developer’s obligation to complete the Improvements will arise upon final plat approval by the Weber County Commission, will be independent of any obligations of the County contained



herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.

4. **Security:** To secure the performance of their obligations hereunder, the Developer shall comply with County Ordinance 106-4-3-(f) by depositing with the County Surveyor, on or prior to the date which the County Surveyor signs and seals his approval block on the subdivision plat, an amount, **payable by check or cash**, to the County Surveyor equal to the estimated cost(s) as contained in the Subdivision Monumentation Letter (“the Letter”) which Letter is prepared during the County Surveyor’s subdivision review process and prior to the deposit requirement. All terms or conditions of that letter are incorporated herein and made part hereof.

5. **Standards:** The Developer shall cause the Developer’s surveyor to construct the Improvement(s) according to county monument standards as approved and adopted by the County Surveyor which standards are incorporated herein by this reference and/or as special circumstances may require a variation to the standard. Any variations must be approved by the County Surveyor. A copy of the monument construction standards are available at the County Surveyor’s Office.

6. **Warranty:** The Developer warrants that all required Improvement(s) will be free from defects for a period of one year from the date that the County Surveyor accepts the Improvement(s) by issuing the Certificate of Escrow Fund Release and by recording the Easement for monumentation.

7. **Completion Periods:** The Developer shall cause the Developer’s surveyor to complete the installation of all required Improvement(s) within a one year time period, after the asphalt is installed. Should the Developer fail to install the asphalt within 2 years from the date of final approval by the County Commission the County Surveyor may declare the escrow in default. It shall be the Developer’s responsibility, once the Improvement(s) are ready for inspection, to notify the County Surveyor and make a request for an inspection of the Improvements. Once the Improvements have been accepted by the County Surveyor it shall be the responsibility of the Developer, within 90 days of the County Surveyor’s notice of acceptance, to make a written request for reimbursement of the available Escrow deposit. Should the written request for reimbursement fail to be made within the 90 days or the County Surveyor’s notice of acceptance the Developer shall be deemed to be in default and the entire Escrow deposit and Checking fees shall be forfeited to the County Surveyor and shall be deposited in the Public Land Corner Preservation Fund in accordance with UCA 17-23-19.

8. **Compliance with Law:** The Developer will comply with all relevant laws, ordinances, and regulations in effect at the time of recording the final subdivision plat with the County Recorder. When necessary to protect public’s health, safety, and general welfare the Developer will be subject to laws, ordinances and regulations that become effective after said recording of the final subdivision plat and before the completion and acceptance of the work.

9. **Relinquishment and granting of a Perpetual Easement:** The Developer hereby Agrees to execute a Perpetual Easement granting the County Surveyor the right to access,

\_\_\_\_\_  
Initials

inspect, repair, replace, maintain, alter or adjust the Improvements that are the subject of this agreement. The Developer also agrees to execute a Perpetual Easement granting the right to access, inspect, repair, replace, maintain, alter or adjust county or government monuments that may exist on or near this development as required by the county surveyor. Furthermore, the Developer agrees to grant to the County Surveyor, his successors, assigns, agents, contractors, and employees a nonexclusive right and Perpetual Easement to enter the Property to conduct future surveying activities as may be required by the County Surveyor. The granting of the Perpetual Easements will be effective upon recording of the easements with the county recorder.

### COUNTY SURVEYOR'S OBLIGATIONS

10. **Plat Approval:** The County Surveyor or his authorized agent shall affix his signature and seal to the subdivision plat when all the plat requirements, survey requirements and conditions of this Agreement have, in the judgment of the County Surveyor, been satisfactorily completed.

11. **Inspection and Certification:** Upon notification by the Developer as required in paragraph 7 above, the County Surveyor will inspect the Improvements. If acceptable to the County Surveyor, he shall authorize a release of the available Escrow deposit (which deposit does not include the checking fee).

12. **Notice of Defect:** The County Surveyor will provide timely notice to the Developer or Developers Surveyor whenever inspection reveals that an Improvement does not conform to the standards and specifications required by this Agreement. The Developer will have 30 days from the issuance of such notice to cure or substantially cure the defect. The County Surveyor may not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear the Developer does not intend to cure the defect. The Developer will have no obligation to cure defects in or failure of any Improvement found to exist or occurring after the warranty period. Should it become necessary for the Developer to need more time to fully complete the monument installation, the Developer may make a written request for an extension of time on a form provided by the County Surveyor.

13. **Acceptance of Improvements:** The County Surveyor shall accept the Relinquishment and Perpetual Easement (see paragraph 9 above) of any validly accepted Improvement(s) which acceptance will be evidenced by the issuance of the Certificate of Escrow Fund Release and Easement Acceptance letter. The County Surveyors acceptance of the Improvement(s) is conditioned on the presentation by the Developer of adequate documentation that the Improvement(s) are owned by the Developer free of any liens, encumbrances, or other restrictions on the Improvement(s) unacceptable to the County Surveyor in his reasonable judgment. Acceptance of the Relinquishment and Perpetual Easement of any Improvement does not constitute a waiver of the County Surveyor to draw funds from the Escrow fund retainer on account of any defect in or failure of the Improvement(s) that is detected within one year after the date of the release of Escrow funds. Additionally, acceptance of the Improvements(s) is also based on proper execution of and recording of the Perpetual Easement document.

14. **Reduction of Security:** After the acceptance of any Improvement, the amount which the County Surveyor is entitled to draw on the Escrow deposit may be reduced by an amount equal to 90% of the available Escrow on deposit. At the request of the Developer, the County Surveyor will execute a certificate of release verifying the acceptance of the Improvement(s) and waiving its right to draw on the Escrow to the extent of such amount specified in the certificate. A Developer in default under this Agreement will have no right to such a certificate. Upon the Acceptance of all of the Improvements, the balance that may be drawn under the Escrow will be available to the County Surveyor for 90 days after expiration of the Warranty Period. After said 90 days any Escrow on deposit which has not been requested in accordance with paragraph 7 above shall be deemed forfeited and become the property of the County Surveyor to be deposited in the Public Land Corner Preservation Fund in accordance with UCA 17-23-19.

15. **Use of Proceeds:** All default deposits, forfeitures, fees or penalties shall be deposited in the Public Land Corner Preservation Fund as authorized by UCA 17-23-19.

16. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Construction Period:

- a. Developer's failure to commence construction of the street monument Improvements subsequent to the installation of the asphalt in accordance with the terms of paragraph 7 above;
- b. Developer's failure to complete construction of the Improvements within one year of the installation of the asphalt in accordance with the terms of paragraph 7 above;
- c. Developer's failure to cure the defective construction of any Improvement within the applicable cure period;
- d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer;
- e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.

The County Surveyor may not declare a default until written notice has been issued to the Developer.

17. **Measure of Damages:** The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the amount of Escrow funds on deposit with the County Surveyor will be prima facie evidence of the minimum cost of construction; however, neither that amount or the amount of the Escrow establishes the maximum amount of the developer's liability which may include but not limited to survey costs, as established by the County Surveyor, to retrace and locate the position of the unfinished Improvements. The County Surveyor will be entitled to complete all Improvements at the time of default regardless of the extent to which Improvement(s) have been installed or whether installation ever commenced. **No partial release of funds will be authorized for any partial completion of the Improvements.**

18. **County Surveyor's Rights Upon Default:** When any event of default occurs, the County Surveyor may draw the full amount of the Escrow and Checking fees for each and all Improvements. The County Surveyor will have the right to complete Improvements himself or contract with a third party for completion and utilize any escrow funds available to compensate for the installation. Alternatively, the County Surveyor may assign the proceeds of the Escrow

to a subsequent developer who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the County Surveyor if and only if the subsequent developer agrees in writing to complete the unfinished Improvements. In addition, the County may suspend final plat approval. These remedies are cumulative in nature except that during the Warranty Period, should the defects fail to be cured within 30 days of notice, the County's remedy is the same as outlined in paragraph 17 above and will be to draw funds under the Escrow deposit retainer.

19. **Indemnification:** The Developer hereby expressly agrees to indemnify and hold the County Surveyor harmless from and against all claims, costs and liability of every kind and nature, for the injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to the Agreement. The Developer further agrees to aid and defend the County in the event that the County is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer. The Developer is not an agent or employee of the County.

20. **No Waiver:** No Waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to the Agreement signed by both County Surveyor and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The County's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

21. **Amendment or Modification:** The parties to the Agreement may amend or modify this Agreement only by written instrument executed by the County Surveyor and by the Developer or his authorized agent. Such amendment or modification will be properly notarized before it may be effective.

22. **Attorney's Fees:** Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

23. **Vested Rights:** The County does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the County, if any, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.

24. **Third Party Rights:** No person or entity who or which is not a party to the Agreement will have any right of action under this Agreement, except that if the County does not exercise its rights within 60 days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the County to exercise its rights.

25. **Scope:** This Agreement constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be

binding on the parties.

26. **Time:** For the purpose of computing the Commencement, Abandonment, and Completion Periods, and time periods for County action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or County from performing his/its obligations under the Agreement.

27. **Severability:** If any part, term or provision of the Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

28. **Benefits:** The benefits of the Agreement to the Developer are personal and may not be assigned without the express written approval of the County Surveyor. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the County to assign its rights under this Agreement. The county will release the original developers Escrow to the Developer if it accepts new security from any developer who obtains the Property. However, no act of the County will constitute a release of the original developer from this liability under this Agreement.

29. **Notice:** Any notice of default required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

If to Developer (Attn)

**BROCK LOOMIS**  
**5809 South Skyline Dr**  
**South Ogden, Ut 84403**

If to County

Attn: County Surveyor  
Weber Center Surveyor's Office  
2380 Washington Blvd. Ste 370  
Ogden, Utah 84401

30. **Recordation:** It is the intent of the Parties that this Agreement encumber only the property shown on the final plat as approved by the County Commission and as recorded with the County Recorder. Either Developer or County may record a copy of this Agreement in the County Recorder's Office of Weber County, Utah by attaching a legal description of the subdivision property being encumbered herein and included as "EXHIBIT 'A' - Description of Property Being Subdivided". The attached description(s) may be subject to change, correction, or alteration during the review process and prior to the County Surveyor's signature and seal being affixed to the final plat. It is the intent of this Agreement that the land being affected by this Agreement is to conform with the description of the final subdivision plat as approved by the County Commission and properly recorded.

31. **Immunity:** Nothing contained in this agreement constitutes a waiver of the Countys

sovereign immunity under any applicable state law.

32. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement will be deemed to be proper only if such action is commenced in District Court for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

**EXHIBIT 'A' - Description of Property Being Subdivided.**

## MOUNTAINS EDGE SUBDIVISION

---

### BOUNDARY DESCRIPTION

---

BEGINNING AT THE NORTHEAST CORNER OF HIGHLAND COVE ESTATES SUBDIVISION, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER, SAID POINT ALSO BEING SOUTH 00°40'20" WEST 1031.82 FEET AND SOUTH 89°19'28" EAST 1062.34 FEET FROM THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, 1) NORTH 72°00'00" WEST 169.68 FEET, 2) NORTH 66°10'13" WEST 100.71 FEET TO THE PROPOSED EAST RIGHT-OF-WAY LINE OF SKYLINE DRIVE; THENCE NORTH 23°59'50" EAST 235.86 FEET TO THE POINT OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 50.26 FEET THROUGH A CENTRAL ANGLE OF 63°59'56" (CHORD BEARS NORTH 55°59'48" EAST 47.69 FEET) TO THE POINT OF A 108.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 48.69 FEET THROUGH A CENTRAL ANGLE OF 25°50'00" (CHORD BEARS SOUTH 79°05'15" EAST A DISTANCE OF 48.28 FEET; THENCE SOUTH 66°10'15" EAST 40.48 FEET TO THE POINT OF A 538.24 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 107.68 FEET THROUGH A CENTRAL ANGLE OF 11°27'43" (CHORD BEARS 60°26'23" EAST 107.50 FEET) TO THE NORTHWEST CORNER OF COMBE SOUTH ESTATES NO. 2 SUBDIVISION, ON FILE WITH THE OFFICE OF THE WEBER COUNTY RECORDER; THENCE SOUTH 13°07'54" WEST ALONG THE WEST LINE OF SAID SUBDIVISION A DISTANCE OF 263.63 FEET TO THE POINT OF BEGINNING.



\_\_\_\_\_  
(Type capacity or Name of each signatory) \_\_\_\_\_  
\_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

State of Utah )  
                  SS  
County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_ personally appeared  
before me \_\_\_\_\_ the signer(s) of the within instrument,  
who duly acknowledged to me that he/she executed the same.

Notary Public  
Residing at: \_\_\_\_\_, Utah

\*\*\*\*\*

CORPORATE ACKNOWLEDGMENT

State of Utah )  
                  SS  
County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_ personally appeared  
before me \_\_\_\_\_duly sworn, did say that he/she is the  
of \_\_\_\_\_, the corporation which executed the foregoing instrument, and  
that said instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors  
that the said corporation executed the same.

Notary Public  
Residing at: \_\_\_\_\_, Utah

The foregoing being hereby approved at a regular meeting of the Weber County Commission on



\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Kerry Gibson, Chair

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk / Auditor

When Recorded return to:  
**BROCK LOOMIS**  
5809 South Skyline Dr  
South Ogden, Ut 84403

## **PERPETUAL EASEMENT & QUIT CLAIM DEED**

BROCK LOOMIS, **Grantor**, hereby, **quit claim, grant, and convey** to the Weber County Surveyor, his successors, assigns, and agents, (collectively the “County Surveyor”), **Grantee**, certain and specific street monuments as shown and identified on the final plat of the Subdivision described below. The recording of this Perpetual Easement & Quit Claim Deed constitutes evidence of the fulfillment of a Weber County Survey Monument Improvement Agreement, excepting the one year warranty period provisions of that agreement, which agreement has been recorded as Entry number \_\_\_\_\_ in the records of the Weber County Recorder.

**Furthermore**, the Grantor, hereby, **grants and conveys** to the County Surveyor a Perpetual Easement and right of way over, under, across, or through the Subdivision as described below, the right to access, inspect, repair, replace, maintain, alter, or adjust said street monuments and county or other government survey monuments that may exist on or near this Subdivision as may be required or necessary by the County Surveyor whether or not the monuments are expressly shown or noted on the Plat.

**Furthermore**, the Grantor, hereby, **grants and conveys** to the County Surveyor a nonexclusive right and Perpetual Easement on the Subdivision described hereon, reasonable access to enter and access any and all survey monumentation to conduct future surveying activities as may be required or necessary to conduct the business of the County Surveyor. Where utility easements are created on the Subdivision Plat and they can be utilized by the County Surveyor as access to survey monumentation this grant and conveyance is limited to the dedicated easements. In the event that access to survey monumentation cannot be made by use of the dedicated easements the County Surveyor is herein granted reasonable access to conduct the business of the office. When accessing survey monumentation the Grantee will make reasonable efforts to minimize the effect of entry upon the property.

**Furthermore**, this Perpetual Easement & Quit Claim shall run with the Subdivision and are binding on the Grantor, his successors, heirs, assigns, and agents, in perpetuity. This Perpetual Easement & Quit Claim Deed is not valid without the signature and seal of the County Surveyor or designated agent (Grantee).

### **DESCRIPTION:**

All of the MOUNTAINS EDGE SUBDIVISION

\_\_\_\_\_  
(Type capacity or Name of each signatory)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

State of Utah )  
                  SS  
County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_ personally  
appeared before me \_\_\_\_\_ the signer(s) of the  
within instrument, who duly acknowledged to me that he/she executed the same.

Notary Public  
Residing at: \_\_\_\_\_, Utah

\*\*\*\*\*

CORPORATE ACKNOWLEDGMENT

State of Utah )  
                  SS  
County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_ personally  
appeared before me \_\_\_\_\_ duly sworn, did say  
that he/she is the \_\_\_\_\_ of  
\_\_\_\_\_, the corporation which executed the foregoing  
instrument, and that said instrument was signed in behalf of said corporation by authority of a Resolution  
of its Board of Directors that the said corporation executed the same.

Notary Public  
Residing at: \_\_\_\_\_, Utah