

# TRANSMITTAL



GREAT BASIN ENGINEERING  
P.O. Box 150048 Ogden, Utah 84415  
Phone (801) 394-4515  
Fax (801) 392-7544

DATE: April 17, 2012  
FROM: Ryan Bingham  
TO: Weber County Engineering Department  
ATTN: Michael Tuttle  
Cc:

RE: **Ski Lake Developments**

## **THE FOLLOWING ARE DELIVERED HEREWITH:**

The Summit at Ski Lake Phase 11  
1 copy Weber County Comments  
1 copy responses to comments  
1 copy revised Temporary Construction Easement (Lot 41)  
1 copy Approval letter from the state for construction of pond  
2 copies stamped/signed improvement drawings

## **THESE ARE TRANSMITTED:**

<input checked="" type="checkbox"/> FOR YOUR REVIEW	<input checked="" type="checkbox"/> AS REQUESTED	<input type="checkbox"/> REJECTED
<input checked="" type="checkbox"/> FOR YOUR COMMENTS	<input type="checkbox"/> REVIEWED AS NOTED	<input type="checkbox"/> OTHER
<input checked="" type="checkbox"/> FOR YOUR USE & ACTION	<input type="checkbox"/> NO EXCEPTIONS TAKEN	

## **COMMENTS/INSTRUCTIONS:**

Please process for final approval.

Sincerely,

Ryan Bingham P.E.

## **Shipping Instructions:**

<input type="checkbox"/> FedEx	<input type="checkbox"/> U.S. Mail	<input checked="" type="checkbox"/> Hand Delivery
<input type="checkbox"/> U.P.S.	Other: Email	

## Engineering

**Project:** [The Summit @ Ski Lake No 11](#)  
**User:** [Michael Tuttle](#)  
**Department:** [Weber County Engineering Division](#)  
**Created:** 2012-04-02 10:43:02  
**Modified:** 2012-04-16 11:37:45

### Notes

I have had a chance to review the plan(s) and have the following comment(s):

1. The list of comments has been revised per the updated plans and the response letter from Great Basin Engineering dated 03/20/2012.
2. The following documents need to be recorded with the plat:
  1. The temporary construction easement for the turn-a-round and the turn-a-round easment.
  2. The storm water detention basin easement and the easement for the pipe to the basin.
  3. The temporary turn-around easement needs to be recorded.
  4. The temporary construction easment for the road on lot 41.
  5. The curb gutter and sidewalk deferral.
  6. Financial Improvement Agreement (See attached file for amount).
1. The survey monument must be paid to the Survey Department. It's not escrowed in the engineering escrow.
3. There is a temporary construction easement shown on the improvement drawings, but I don't believe that I have seen a separate easement for it. This is not the easement that was recorded from phase 9 on the parcel, but for the construction of the road.
4. A dam permit was applied for from the state for the construction of the detention pond, we still need to see the result from that.
5. We need wet stamped/signed copies of the improvement drawings for the file.

I have tried to address all items of concern from the Engineering Department. However, this review does not forego other items of concern that may come to this department's attention during additional reviews or during construction of improvements. If you have any comments or questions concerning this review, feel free to contact me.

### Files

Name	Size	Date Uploaded
<a href="#">Escrow - Summit at Ski Lake 11.pdf</a>	65 KB	2012-04-16 11:35:58

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April 17, 2012

Mr. Michael Tuttle  
Weber County Engineering Division  
mtuttle@co.weber.ut.us

Dear Michael:

Thank you for your review of The Summit @ Ski Lake No 11. We have reviewed and addressed the comments from <https://miradi.co.weber.ut.us/reviews/view/549>. For the sake of clarity I have compiled a list of responses to the items commented on by your review team. They are as follows and correspond to the numbers of your comments:

- 1Q. The list of comments has been revised per the updated plans and the response letter from Great Basin Engineering dated 3/20/2011.
- 1A. The revised list of comments has been reviewed and the comments have been addressed.
- 2Q. The following documents need to be recorded with the plat:
  - 2.1Q. The temporary construction easement for the turn-a-round and the turn-a-round easement.
  - 2.1A. This will be recorded simultaneously with the plat.
  - 2.2Q. The storm water detention basin easement and the easement for the pipe to the basin.
  - 2.2A. This will be recorded simultaneously with the plat.
  - 2.3Q. The temporary turn-around easement needs to be recorded.
  - 2.3A. This will be recorded simultaneously with the plat.
  - 2.4Q. The temporary construction easement for the road on lot 41.
  - 2.4A. This will be recorded simultaneously with the plat.
  - 2.5Q. The curb and gutter and sidewalk deferral.
  - 2.5A. This will be recorded simultaneously with the plat.
  - 2.6Q. Financial Improvement Agreement (See attached file for amount).

2.6A Ray will take care of this with the engineering department.

2.6.1Q The survey monument must be paid to the Survey Department. It's not escrowed in the engineering escrow.

2.6.1A Ray will take care of this with the surveying department.

3Q. There is a temporary construction easement shown on the improvement drawings, but I don't believe that I have seen a separate easement for it. This is not the easement that was recorded from phase 9 on the parcel, but for the construction of the road.

3A. Phase 9 was inadvertently shown on this easement and has now been fixed to refer to Phase 11. See the attached sheets.

4Q. A dam permit will need to be applied for from the state for the construction of the detention pond, we still need to see the result from that.

4A. See the attached approval letter.

5Q. We need wet stamped/signed copies of the improvement drawings for the file.

5A. See Attached signed copies..

Mike, thank you for your time and consideration in these matters. Please feel free to contact me directly regarding these issues.

Best regards,

Ryan Bingham, P.E.,  
Great Basin Engineering  
801-394-4515

December 31, 2010

**The Summit at Ski Lake No. 11  
Temporary Construction Easement – Lot 41**

A part of the Northeast Quarter of Section 24, Township 6 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Northerly right of way line of Via Cortina Drive (Private Drive) said point is also the Southerly right of way line of Via Monaco Drive (Private Drive), which is 2144.74 feet South  $0^{\circ}26'54''$  West along the quarter Section line and 446.39 feet South  $89^{\circ}33'06''$  East from the North quarter corner of said Section 24; running thence along said Southerly right of way line of Via Monaco Drive the following three (3) courses; Northerly along the arc of a 15.00 foot radius curve to the right a distance of 30.05 feet (Central angle equals  $114^{\circ}46'45''$  and long chord bears North  $8^{\circ}55'48''$  West 25.27 feet), Northeasterly along the arc of a 70.00 foot radius curve to the right a distance of 29.67 feet (Central angle equals  $24^{\circ}16'54''$  and long chord bears North  $60^{\circ}36'01''$  East 29.44 feet), and North  $72^{\circ}44'28''$  East 65.00 feet; thence South  $5^{\circ}14'09''$  East 27.67 feet; thence South  $77^{\circ}24'35''$  East 242.58 feet; thence South  $21^{\circ}54'28''$  West 78.47 feet to the said Northerly right of way line of Via Cortina Drive; thence along said right of way line the following three (3) Courses; North  $74^{\circ}15'19''$  West 192.97 feet, Northwesterly along the arc of a 500.00 foot radius curve to the right a distance of 69.25 feet (Central angle equals  $7^{\circ}56'08''$  and long chord bears North  $70^{\circ}17'15''$  West 69.20 feet) and North  $66^{\circ}19'11''$  West 46.87 feet to the point of beginning.

Contains 22,046 sq. ft. or  
0.50611 acre.

WHEN RECORDED, MAIL TO:

Melven E. Smith, Esq.  
Smith Knowles, P.C.  
4723 Harrison Blvd, Suite 200  
Ogden, Utah 84403

## **DECLARATION AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT**

This DECLARATION AND GRANT OF TEMPORARY CONSTRUCTION EASEMENT (the "Easement Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between VALLEY ENTERPRISE INVESTMENT COMPANY, LLC ("Grantor") and WEBER COUNTY, a body politic located in the State of Utah ("Grantee").

### **RECITALS:**

WHEREAS, Grantor owns that certain real property which has commonly been referred to as the proposed Phase 11 of the Summit at Ski Lake (hereinafter "Phase 11") which contains three (3) proposed residential lots, Lots 41, 42-R and 43;

WHEREAS, as a condition precedent to final approval of Phase 11, Weber County is requiring the creation and recordation of a temporary construction easement ("Temporary Construction Easement") to be located upon a portion of Lot 41. The legal description of the Temporary Construction Easement is more particularly described in Exhibit "A", a copy of which is attached hereto and by this reference made a part hereof;

WHEREAS, Grantor desires to grant and Grantee desires to receive a temporary construction easement upon, over, and across the Temporary Construction Easement for the purpose of providing a place for storage of construction materials, including but not limited to, fill dirt and other construction materials, generated from the construction and development of Phase No. 11. The Temporary Construction Easement created herein is intended to expire only after completion of the development of Phase 11, thereby eliminating the need for the Temporary Construction Easement.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom, Grantor and Grantee agree as follows:

### **TERMS**

1. **Grant of Temporary Construction Easement.** Subject to the terms and conditions of this Easement Agreement, Grantor hereby grants and conveys to Grantee, as of the date hereof, a nonexclusive, temporary construction easement over and across the Temporary Construction Easement. Grantee, and all personnel within departments thereof, and any and all successors and assigns of Grantor, shall have full access to the Temporary Construction Easement for the purpose of providing a place for storage of construction materials, including but not limited to, fill dirt and other construction materials, generated from the construction and development of Phase 11. This Temporary Construction Easement shall automatically expire upon completion of all necessary improvements to Phase 11 in accordance with Weber County ordinances.

2. **Exclusive Use of Easement.** Exclusive use of the Temporary Construction Easement is expressly not granted, and the right to use the Easement is expressly reserved by Grantor, so long as any such use does not unreasonably interfere with the nonexclusive right and easement for the uses described herein and granted to Grantee, and so long as Grantee's rights to use and enjoyment of the Easement shall not be adversely affected thereby.

3. **Limited Uses.** The use by the holders of the dominant tenements of the Easement granted herein shall be limited to the uses as are described herein (the "Limited Uses"), which Limited Uses shall be made in such a manner as to least interfere with the use of the servant tenements by the owners thereof.

4. **Binding Effect.** Grantor further acknowledges, confirms and agrees that this Grant of Easement shall inure to the benefit of Grantee, and its successors and assigns, and shall be binding upon Grantor, its successors, heirs and assigns, and shall be deemed and constitute covenants running with the land upon the Temporary Construction Easement described in Exhibit "A". To these ends, Grantor further acknowledges and agrees that the Easement granted herein is not subject to prior liens, restrictions or encumbrances, except general property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Temporary Construction Easement, the lien or indebtedness evidenced by any such liens shall be subordinate to the Easement granted herein.

5. **Waiver.** The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

6. **Miscellaneous.** The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Easement Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party.

7. **Governing Law.** This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Easement Agreement shall be recorded in the records of the County Recorder of Weber County, Utah.

8. **Third-Party Beneficiaries.** Nothing in this Easement Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Easement Agreement.

9. **Modifications.** This Easement Agreement may not be modified except with the consent of Grantor and Grantee, and then only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Weber County, Utah.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2012.

**GRANTOR:**

VALLEY ENTERPRISE INVESTMENT  
COMPANY, LLC

By: \_\_\_\_\_  
Its: Manager/ Authorized Agent

STATE OF UTAH                    )  
  : ss  
COUNTY OF WEBER            )

On the \_\_\_\_ day of \_\_\_\_\_ 2012, Ray Bowden personally appeared before me duly sworn, did say that he is the Manager / Authorized Agent of Valley Enterprise Investment Company, LLC, the entity which executed the foregoing instrument, and that said instrument was signed in behalf of said entity by authority of its members and that the said entity executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:

**GRANTEE:**

WEBER COUNTY, a body politic

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF WEBER            )

On the day \_\_\_\_ of \_\_\_\_\_ 2012, \_\_\_\_\_ personally appeared before me duly sworn, did say that he/she is the \_\_\_\_\_ of Weber County who executed the foregoing instrument, and that said instrument was signed in behalf of said Weber County by authority and that said Weber County executed the same.

\_\_\_\_\_  
Notary Public  
Residing at:



## Exhibit "A"

A PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE (PRIVATE DRIVE) SAID POINT IS ALSO THE SOUTHERLY RIGHT OF WAY LINE OF VIA MONACO DRIVE (PRIVATE DRIVE), WHICH IS 2144.74 FEET SOUTH 0°26'54" WEST ALONG THE QUARTER SECTION LINE AND 446.39 FEET SOUTH 89°33'06" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 24; RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF VIA MONACO DRIVE THE FOLLOWING THREE (3) COURSES; NORTHERLY ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.05 FEET (CENTRAL ANGLE EQUALS 114°46'45" AND LONG CHORD BEARS NORTH 8°55'48" WEST 25.27 FEET), NORTHEASTERLY ALONG THE ARC OF A 70.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 29.67 FEET (CENTRAL ANGLE EQUALS 24°16'44" AND LONG CHORD BEARS NORTH 60°36'01" EAST 29.44 FEET), AND NORTH 72°44'28" EAST 65.00 FEET; THENCE SOUTH 5°14'09" EAST 27.67 FEET; THENCE SOUTH 77°24'35" EAST 242.58 FEET; THENCE SOUTH 21°54'28" WEST 78.47 FEET TO THE SAID NORTHERLY RIGHT OF WAY LINE OF VIA CORTINA DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; NORTH 74°15'19" WEST 192.97 FEET, NORTHWESTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 69.25 FEET (CENTRAL ANGLE EQUALS 7°56'08" AND LONG CHORD BEARS NORTH 70°17'45" WEST 69.20 FEET) AND NORTH 66°19'41" WEST 46.87 FEET TO THE POINT OF BEGINNING.

Contains 22,046 sq. ft. or  
0.50611 acre

Part of Tax ID # 20-036-0040



GARY R. HERBERT  
Governor

GREG BELL  
Lieutenant Governor

# State of Utah

## DEPARTMENT OF NATURAL RESOURCES

MICHAEL R. STYLER  
Executive Director

### Division of Water Rights

Kent L. Jones, P.E.  
State Engineer/Division Director

## ORDER OF THE STATE ENGINEER

### ORDER GRANTING PERMIT TO CONSTRUCT, ENLARGE, REPAIR, ALTER, REMOVE OR ABANDON A DAM

Application No. UT53660 submitted in the name of Ray Bowden, applicant, to construct a dam without submission of formal plans is hereby approved.

The statutory process and criteria for evaluation of this application are described at UTAH CODE ANN. § 73-5a-202 through -205. The State Engineer has determined that this application meets the necessary legal criteria for approval based upon the following Findings of Fact and reasoning set forth in the Discussion. The applicant is hereby authorized to conduct the work detailed in the application and supporting documentation, as described in this **Order**. Any modification may require additional authorization and/or application resubmittal.

### FINDINGS OF FACT

1. The proposed dam will impound 0.23 acre-feet of water.
2. The structure is used for flood control purposes and does not have a gate.

### DISCUSSION

1. It is the opinion of the State Engineer that the proposed dam does not constitute a threat to human life if it fails.
2. The proposed downstream slope of 1.5 horizontal to 1 vertical is quite steep and the proposed crest width of 5 feet is quite narrow. These design features should be evaluated and modified as needed for stability purposes.

### ORDER

The applicant is ORDERED to abide by the terms and conditions of Application No. UT53660 as follows:

1. Authorization is hereby granted to construct the proposed dam as detailed in the application and supporting documents. The structure is for flood control purposes and does not have storage water rights. The outlet conduit may not be equipped with a gate or valve that can restrain the flow of water beyond that of the orifice plate shown.
2. All design and construction activities undertaken shall be commensurate with state-of-the-art standards.



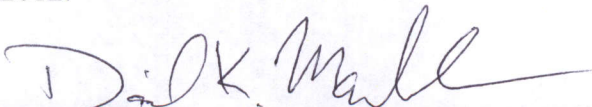


3. Identification of the inspector and the contractor for the project shall be submitted to this office prior to the beginning of any construction.
4. All inspectors' journals and results of material testing performed during construction shall be submitted to this office.
5. If historical resources such as human remains (skeletons), prehistoric arrowheads/spear points, waste flakes from stone tool production, pottery, ancient fire pits, historical building foundations/remains, artifacts (glass, ceramic, metal, etc.) are found during construction, call the Utah Division of State History at (801) 533-3555.
6. Approval will be voided if construction has not begun within 1 year of the date of this Order.

Your contact with this office, should you need it, is with the Dam Safety Office. The telephone number is 801-538-7376.

This **Order** is subject to the provisions of UTAH ADMIN. CODE R. 655-6-17 of the Division of Water Rights and to UTAH CODE ANN. §§ 63-46b-13 and 73-3-14, which provide for filing either a Request for Reconsideration with the State Engineer or an appeal with the appropriate District Court. A Request for Reconsideration must be filed with the State Engineer within 20 days of the date of this **Order**. However, a Request for Reconsideration is not a prerequisite to filing a court appeal. A court appeal must be filed within 30 days after the date of this **Order**, or if a Request for Reconsideration has been filed, within 30 days after the date the Request for Reconsideration is denied. A Request for Reconsideration is considered denied when no action is taken within 20 days after the Request is filed.

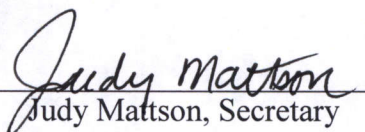
Dated this 27 day of January, 2012.

  
\_\_\_\_\_  
David K. Marble, P.E. / Assistant State Engineer

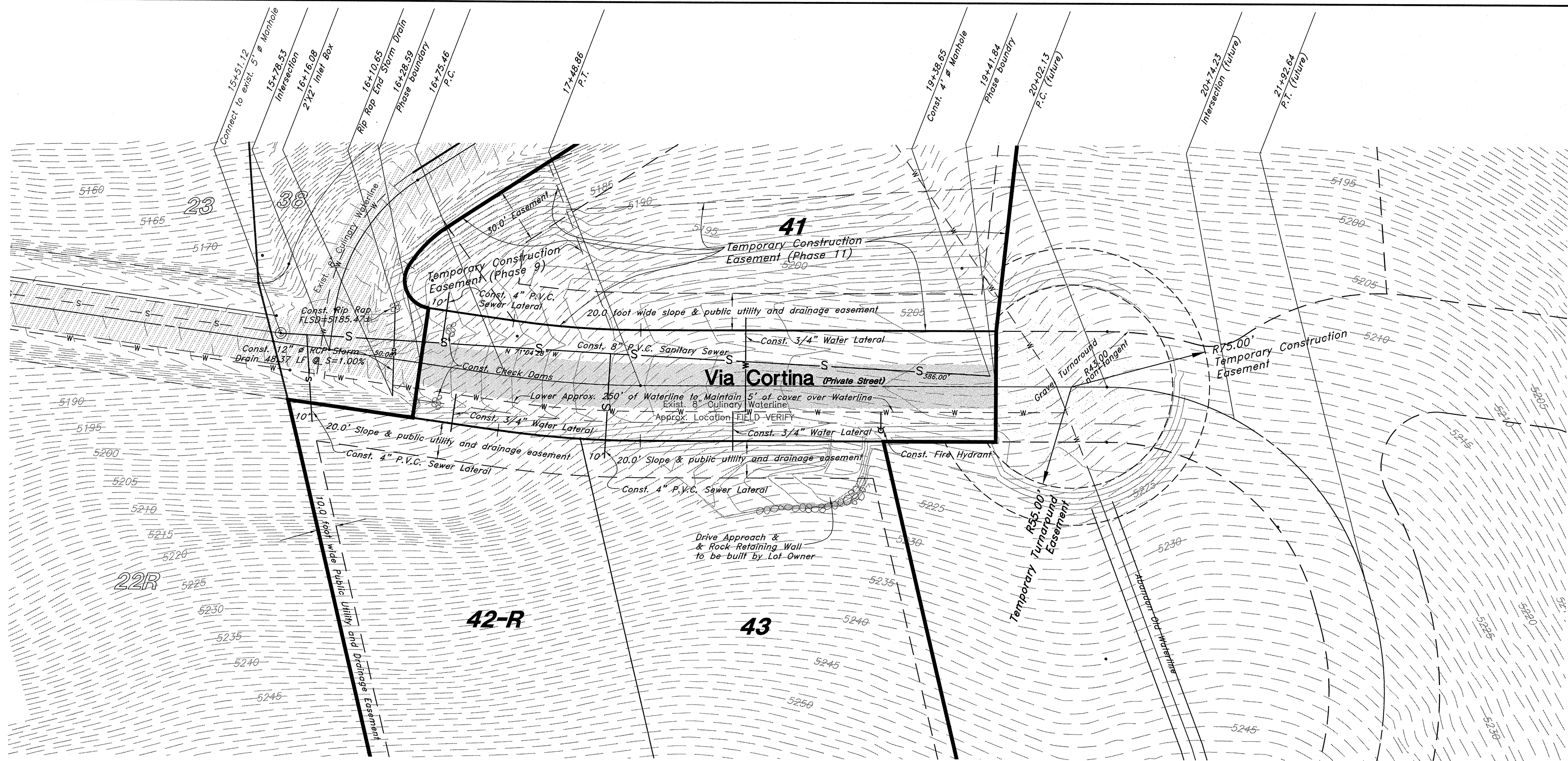
Mailed a copy of the foregoing Order this 27 day of January 2012:

RAY BOWDEN  
5393 E 6850 NORTH  
EDEN UT 84310

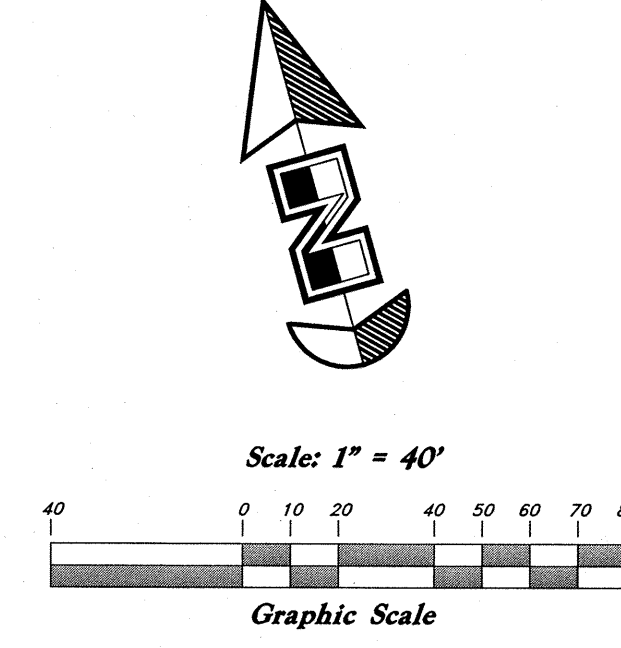
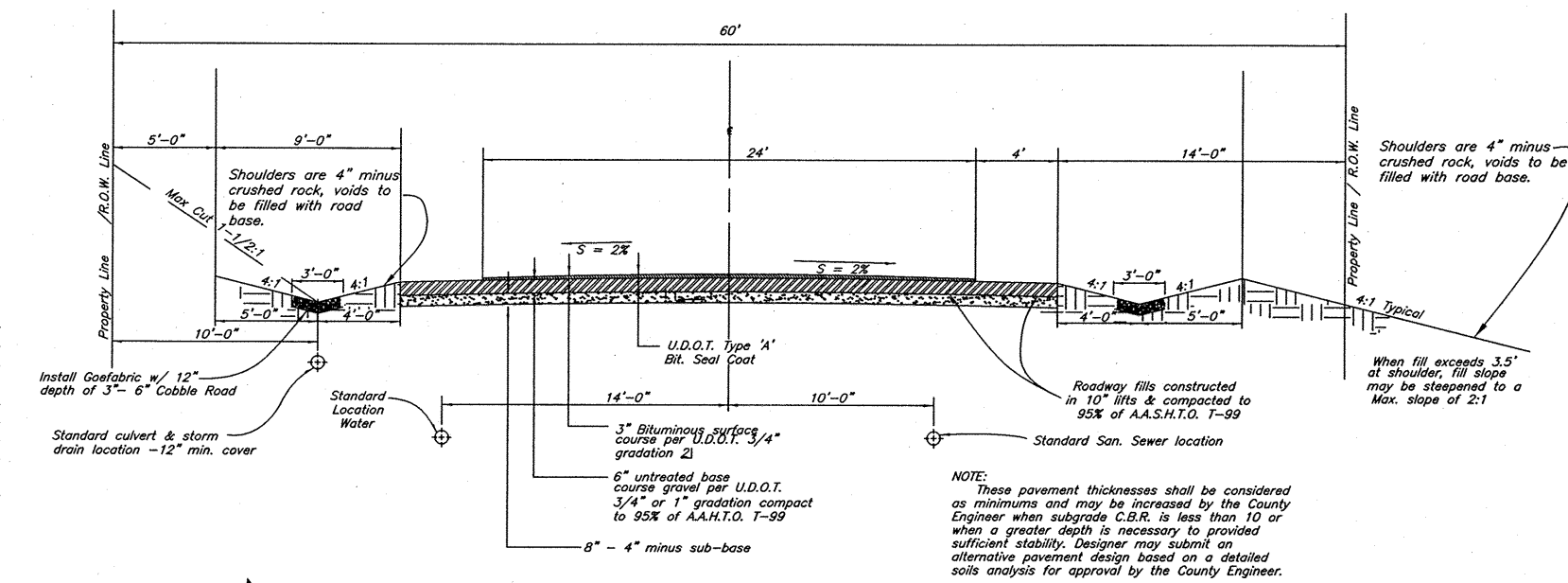
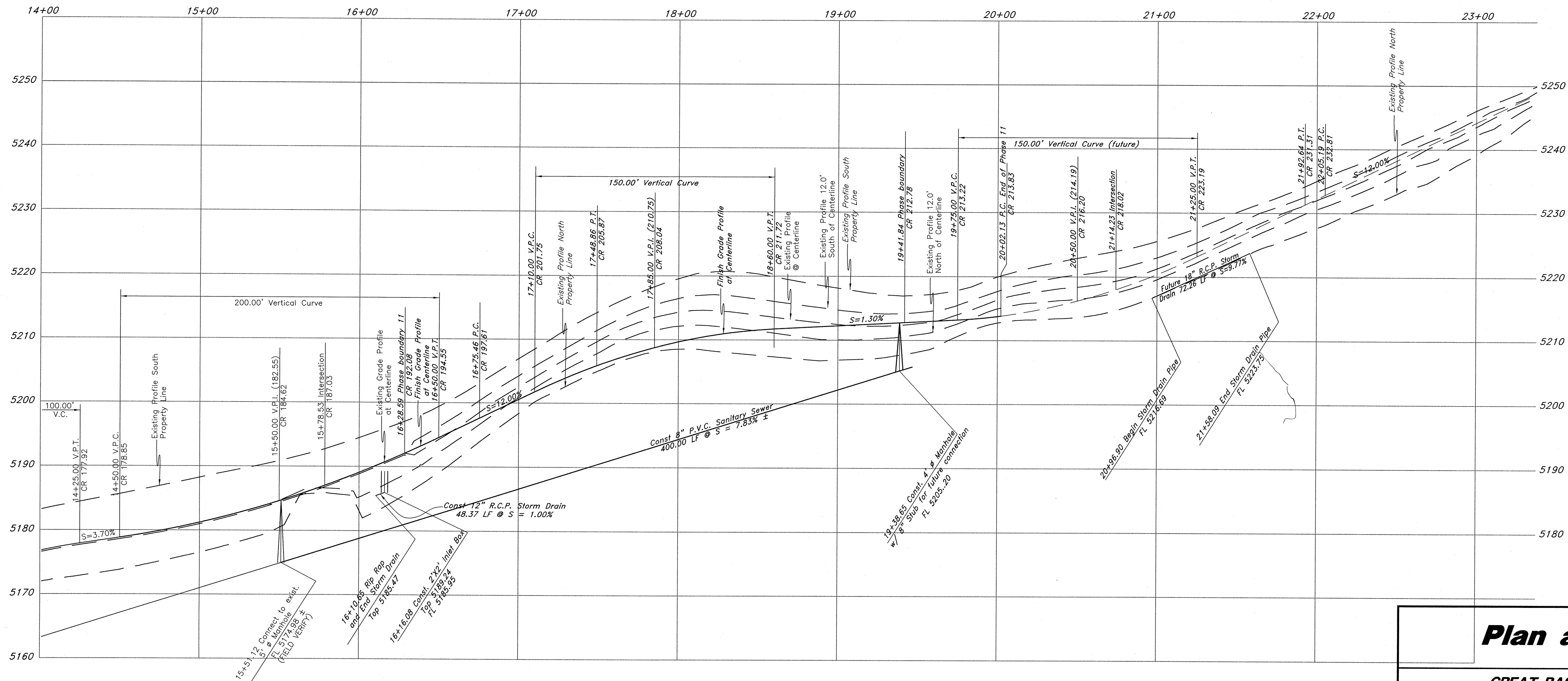
Ross Hansen – Regional Engineer

By:   
Judy Mattson, Secretary





**Via Cortina**  
60' wide Right of Way

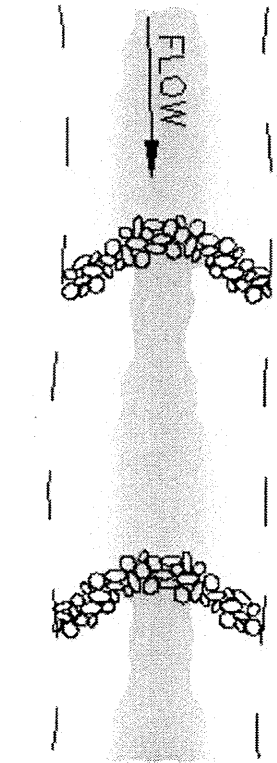


**Erosion Control Notes :**

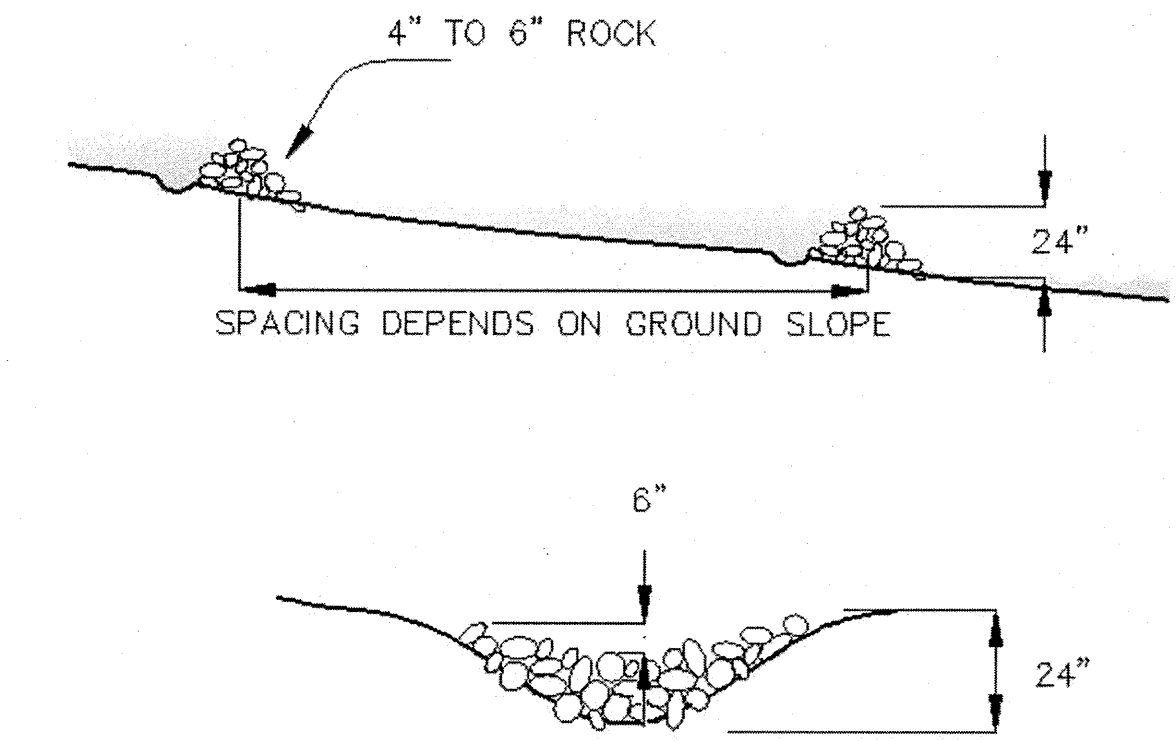
1. Sandbags will be placed at discharge locations to contain and divert storm water through straw bales.
2. An earthen berm 6" high will be constructed to contain the storm water and divert it to discharge areas.
3. Storm water will be discharged into an existing drainage system. Existing Lines shall be inspected prior to Certificate of Occupancy and cleaned if necessary.
4. The Storm Water Prevention Plan shall conform to all State Division of Environmental Protection Regulations.

ENOTE

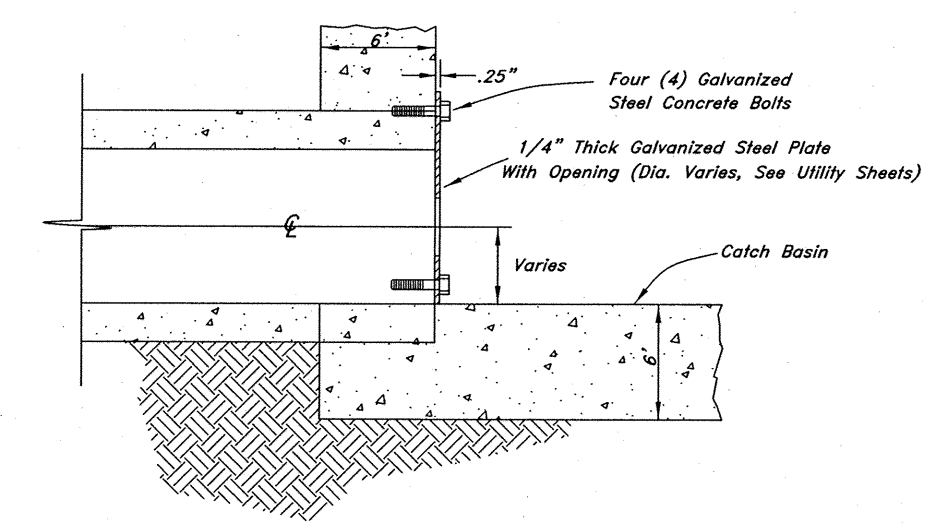
**PLAN VIEW**



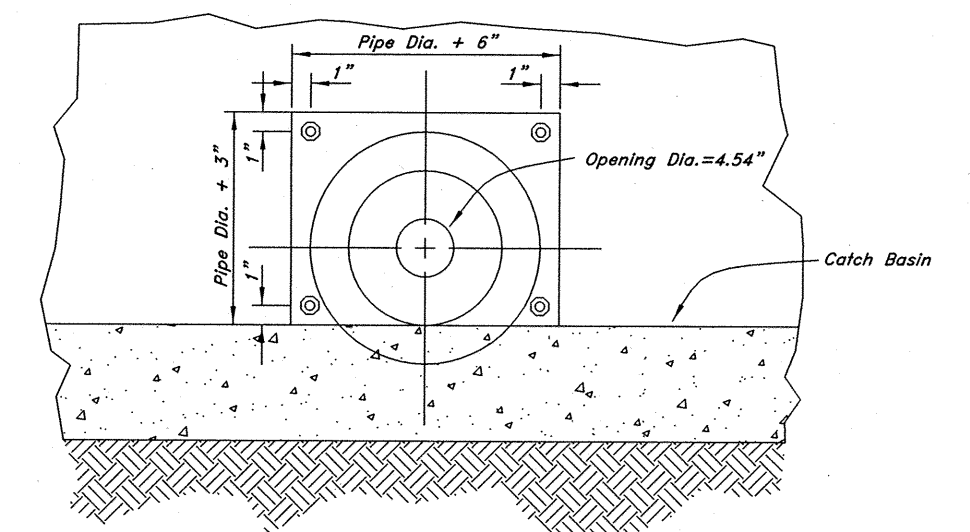
**CROSS SECTIONS**



**Check Dam Detail**



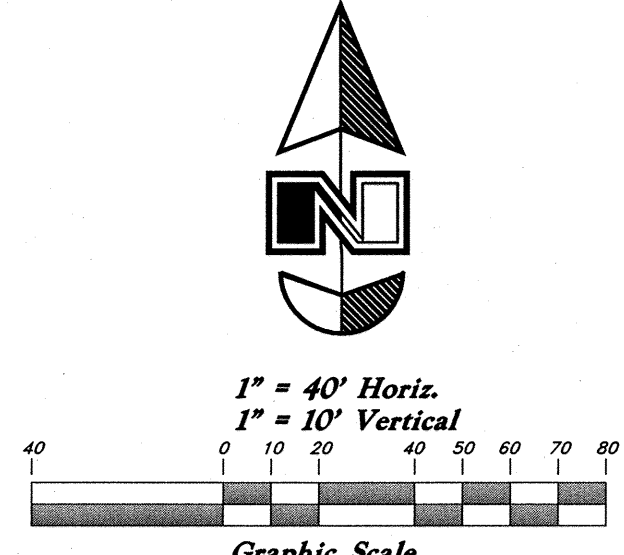
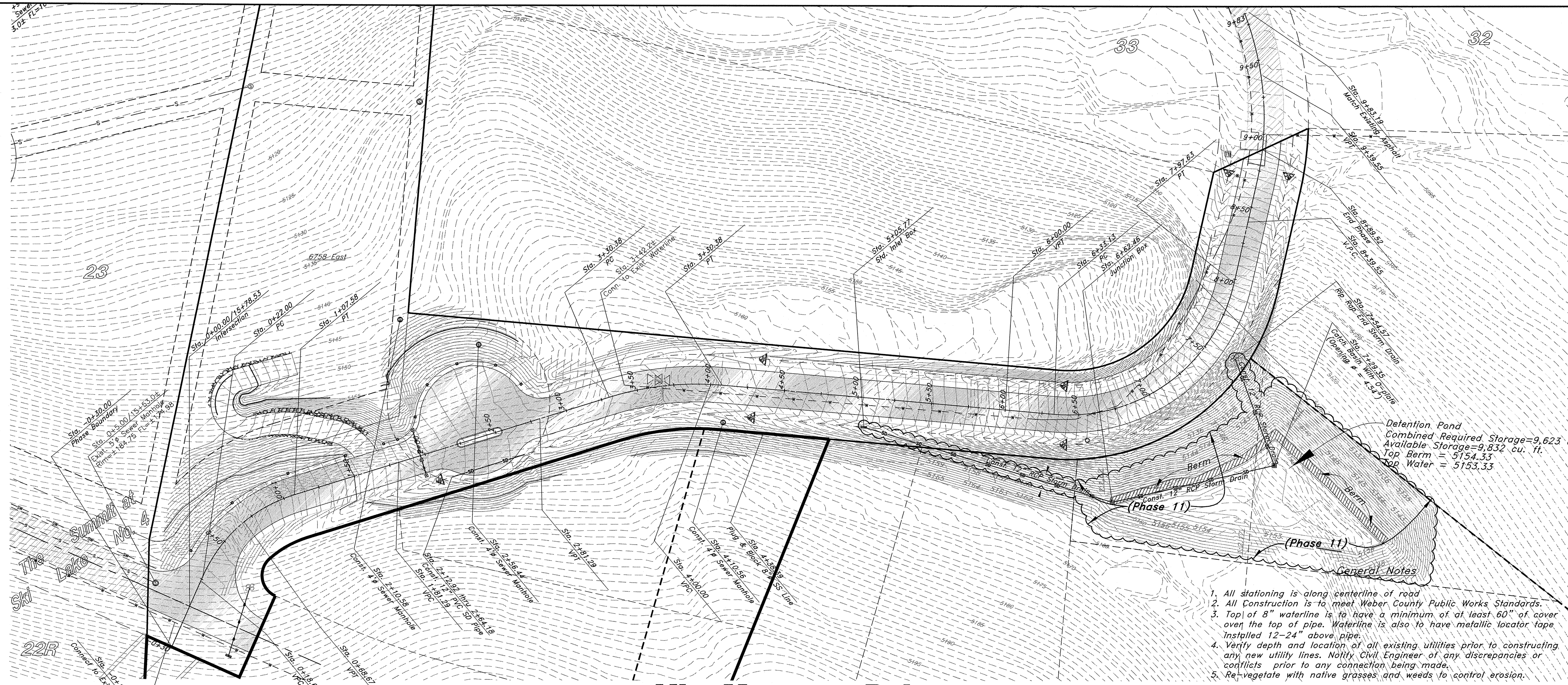
**Orifice Plate Detail**



**Plan and Profile**

**The Summit at Ski Lake Phase 11**  
A part of the Southwest 1/4 of Section 13, a part of the Northeast 1/4 of Section 23, and a part of the Northwest 1/4 of Section 24, T6N, R1E, SL&M, U.S. Survey





**Legend**

(Note: All items may not appear on drawing)

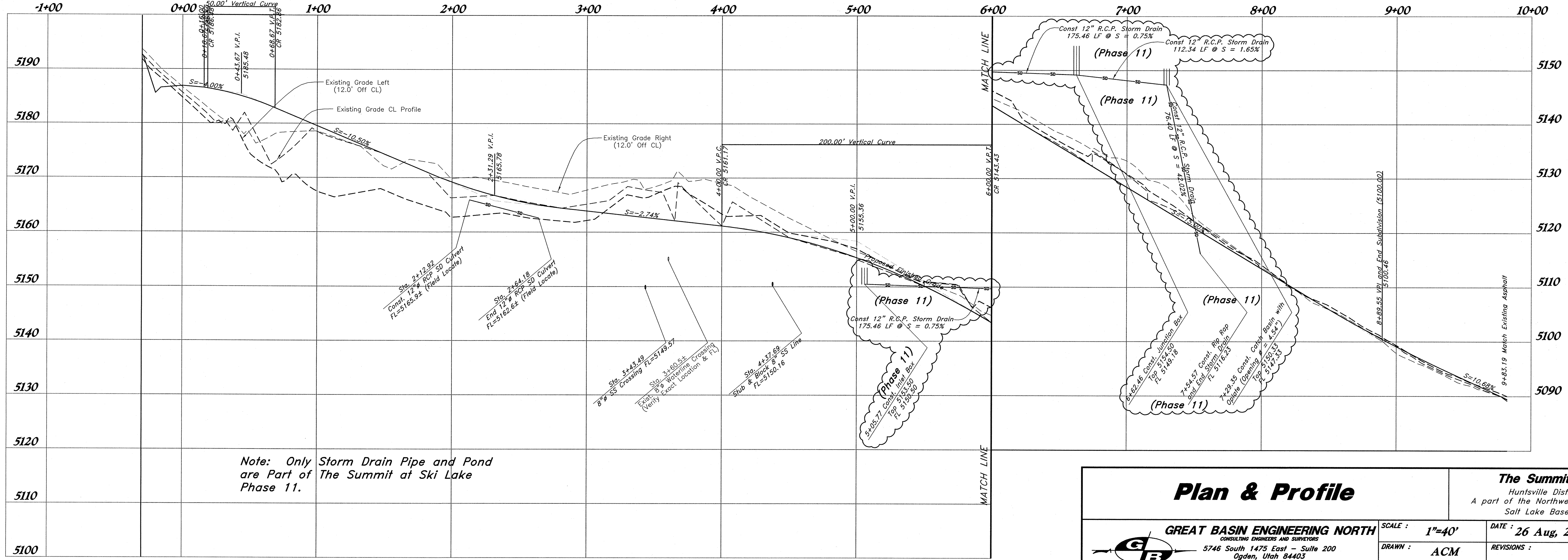
- San. Sewer Manhole
- Storm Drain Manhole
- Catch Basins
- Exist. Fire Hydrant
- Fire Hydrant
- Exist. Water Valve
- Water Valve
- Sanitary Sewer
- Culinary Water
- Gas Line
- Irrigation Line
- Storm Drain
- Telephone Line
- Secondary Waterline
- Power Line
- Fire Line
- Land Drain
- Power pole
- Power pole w/guy
- Light Pole
- Fence
- Flowline of ditch
- Overhead Power line
- Corrugated Metal Pipe
- Concrete Pipe
- Ductile Iron
- Polyvinyl Chloride
- Top of Asphalt
- Edge of Asphalt
- Centerline
- Flowline
- Top of Curb
- Finish Floor
- Finish Grade
- Top of Wall
- Top of Walk
- Top of Concrete
- Finish Contour
- Exist. Contour
- Finish Grade
- Exist. Grade
- Ridge Line
- Direction of Flow
- Monument
- Section Corner
- Rebar & Cap
- Existing Asphalt
- New Asphalt

- All stationing is along centerline of road
- All construction is to meet Weber County Public Works Standards.
- Top of 8" waterline is to have a minimum of at least 60" of cover over the top of pipe. Waterline is also to have metallic locator tape installed 12-24" above pipe.
- Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any connection being made.
- Re-vegetate with native grasses and weeds to control erosion.

**CAUTION**  
The location and/or elevation of existing utilities as shown on these plans is based on records of the various utility companies and, where possible, measurement taken from the field. The information is not to be relied on as being exact or complete.

**Via Monaco Drive**

60' wide Private Drive



**Plan & Profile**

**The Summit @ Ski Lake No. 11**  
Huntsville District, Weber County, Utah  
A part of the Northwest 1/4 of Section 24, T6N, R1E,  
Salt Lake Base & Meridian, U.S. Survey

**GREAT BASIN ENGINEERING NORTH**  
CONSULTING ENGINEERS AND SURVEYORS  
5746 South 1475 East - Suite 200  
Ogden, Utah 84403  
P.O. Box 150048, Ogden, Utah 84415  
Ogden (801)324-4515 Salt Lake City (801)521-0222 Fax (801)324-7544

SCALE: 1"=40'  
DATE: 26 Aug, 2010  
DRAWN: ACM  
REVISIONS:  
96N120V9S3

DRWG. NO.  
2  
of 2