

Staff Report to the Western Weber Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request: Consideration and action on a request for preliminary plan approval of Sunset Equestrian

Cluster Subdivision.

Type of Decision: Administrative

Agenda Date: Tuesday, September 12, 2017

Owner: Fieldbrook Taylor Partners, LLC

Authorized Representative: Doug Nosler **File Number:** LVS080717

Property Information

Approximate Address: 4075 W 2200 S **Project Area:** 134.58 acres

Zoning: A-1

Existing Land Use: Agricultural Proposed Land Use: Residential

Parcel ID: 15-078-0001, 15-078-0035, 15-078-0110 **Township, Range, Section:** Township 6 North, Range 2 West, Section 28

Adjacent Land Use

North:ResidentialSouth:ResidentialEast:AgriculturalWest:Agricultural

Staff Information

Report Presenter: Steve Burton

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Report Reviewer: RK

Applicable Ordinances

- Title 104, Zones, Chapter 5, Agricultural (A-1) Zone
- Title 106, Subdivisions
- Title 108, Standards, Chapter 3, Cluster Subdivisions

Development History

• The Western Weber Planning Commission reviewed and unanimously endorsed the Sketch Plan on June 13, 2017.

Background

The applicant has submitted a request for preliminary plan approval of Sunset Equestrian Cluster Subdivision, an 8 phase cluster subdivision consisting of 180 building lots, 40 individually owned agriculture parcels and 15 open space common areas. The proposed subdivision is located at approximately 4075 W 2200 S, Ogden, UT and is in the A-1 zone. Public roads will be created with this proposal to provide access to each lot and the design will create connectivity to the surrounding area for future development.

The applicant is requesting a 45.2 percent bonus density based on meeting the purpose and intent of the cluster subdivision chapter, for up to a ten percent bonus density; providing and implementing an approved roadway landscape and design plan, for up to 20 percent bonus density; providing common area that offers easily accessible amenities such as trails, parks, or community gardens, that are open for use by the general public, for up to a 15 percent bonus density; preserving more than 20 acres of agricultural parcels with an open space preservation plan, for up to a 20 percent bonus density. With the 45.2 percent bonus density, the applicant will be able to add an additional 56 lots to the 124 base lots, for an overall density of 180 lots.

The proposal has been reviewed against the current subdivision ordinance, the standards in the A-1 zone, and the cluster subdivision standards. The proposed subdivision, in compliance with the recommended conditions, conforms to the zoning, subdivision, and cluster subdivision requirements including adequate frontage and access along future dedicated county roads, adequate lot width, and lot area. As part of the preliminary plan requirements and approval procedure, the preliminary plan must be presented to the Planning Commission for their review and recommendation. If the Planning Commission's recommendation is not appealed to the County Commission within 15 days of the Planning Commission's recommendation, then the Planning Commission's recommendation shall stand as the County's decision on preliminary approval.

The proposal has been reviewed against certain standards in the Uniform Land Use Code of Weber County, Utah (LUC). The following is staff's evaluation of the request.

Analysis

<u>General Plan:</u> The proposal conforms to the Western Weber General Plan by creating lots for the continuation of single-family residential development that is currently dominant in the area and by encouraging residential cluster style development with a minimum 30% open space.

<u>Zoning:</u> The subject property is located in the Agriculture (A-1) Zone. The purpose of the Agricultural (A-1) zone is identified in the LUC§104-5-1 as:

"The purpose of the A-1 Zone is to designate farm areas, which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment."

Cluster subdivisions, in accordance with the Land Use Code, are permitted in the A-1 Zone.

The proposal has been reviewed against the adopted zoning and subdivision ordinances to ensure that the regulations and standards have been adhered to. The following is a brief synopsis of the review criteria and conformance with the LUC.

<u>Cluster subdivision design and layout standards</u>: The applicant is proposing curb, gutter, and sidewalk along both sides of all proposed streets, according to the submitted preliminary plan (Exhibit A). All lots within the proposed cluster subdivision meet the minimum lot width requirement of 60' per LUC §108-3-7(2)(c). The proposed cluster subdivision meets the open space width requirements of 75' between clusters of lots per LUC §108-3-4(1). The proposal also consists of several clusters of lots, not exceeding 20 lots per cluster as outlined in LUC §108-3-4-2.

The proposed building lot sizes vary from 9,194 square feet to 27,660 square feet. The minimum lot size can be reduced below 15,000 square feet based on meeting the criteria outlined in LUC_§108-3-7 which states:

A lot's minimum area is reduced to 6,000 square feet if:

The lot lies within a cluster subdivision that is adjacent to an undeveloped parcel. A parcel is considered undeveloped if it:

i. Does not contain an existing dwelling; or

ii. Contains an existing dwelling that lies further than 150 feet away from all external boundaries of the proposed or subject cluster subdivision.

The proposed cluster subdivision is adjacent to multiple undeveloped parcels to the east and west of the current parcel's boundaries, meeting the requirement to reduce lot size to 6,000 square feet. All lots within the proposed cluster subdivision meet the area and width requirements.

Open Space Preservation: The proposal consists of 40 individually owned agricultural parcels. The Open Space Preservation Plan (Exhibit C) indicates that ownership of land locked agricultural lots without road access is restricted to individuals who own a residential lot that shares a property line with the landlocked agricultural lot. The ownership standard per LUC §108-3-5 states that "Individually owned preservation parcels of less than ten acres in area may only be owned by an owner of a lot within the same cluster subdivision" shall be memorialized by placing a note on the final plat, explaining the ownership standard. A note on the plat would allow the county to enforce this standard by not approving land use permits for either the residential lots or the agriculture preservation lots if the ownership is not the same. A condition of approval has been added to the staff recommendation to ensure the note is placed on the final plat.

<u>Bonus Density Requirements:</u> The LUC_§108-3-4 states that the minimum preserved open space requirement in the A-1 zone is 30 percent. The LUC_§108-3-8(2) states that the county may grant a bonus density of up to 50 percent if the applicant preserves an open space percentage above the 30 percent requirement. The applicant is proposing to preserve 45.2 percent open space; which will allow up to a 45.2 percent bonus density to be granted. The applicant is proposing to be granted the 45.2 percent bonus density based on a combination of the following, as outlined in LUC §108-3-8:

a.) If a cluster subdivision meets the purpose and intent of the cluster subdivision chapter, up to a ten percent bonus density may be granted.

"The purpose of this chapter is to provide flexible development standards to landowners that are committed to developing safe, attractive, conservation oriented neighborhoods that are thoughtfully designed and arranged in a manner that considers, gives deference to, and ultimately protects natural topography, environmentally sensitive areas, wildlife habitat, and agriculturally productive lands. It is intended to benefit those that create cluster subdivisions by offering an inherent gain in the form of reduced infrastructure costs and the possibility for a substantial increase in residential density in the Western Weber Planning Area. It is equally intended to benefit the residents of Weber County by promoting public welfare through the reduction of long-term infrastructure maintenance costs and the permanent preservation of the county's functional open spaces, picturesque landscapes, and rural character."

b.) If a cluster subdivision provides and implements an approved roadway landscape and design plan that includes, but is not necessarily limited to, vehicle and pedestrian circulation, lighting, and street trees of an appropriate species, size of at least a two-inch caliper, and quantity of not less than eight trees for every 100 feet of road length, up to 20 percent bonus density may be granted.

The applicant has provided a roadway landscape and design plan (Exhibit B) including street lights and street trees of the correct caliper, which will be planted according to §108-3-8 (b).

e.) If a cluster subdivision provides common area that offers easily accessible amenities such as trails, parks, or community gardens, that are open for use by the general public, up to a 15 percent bonus density may be granted.

The applicant has proposed to implement walking and equestrian trails within the common area and agricultural open space parcels throughout the subdivision. The location of the proposed trails is on the preliminary subdivision plans (Exhibit A). The West Central Weber County General Plan indicates that equestrian trails are highly desired in the area. The proposed walking and equestrian trails should comply with the multi-purpose trail cross section shown in the West Central Weber County General Plan (2003 West Central Weber County General Plan: Trails).

g.) If a cluster subdivision preserves an agricultural parcel with an agriculturally based open space preservation plan approved by the planning commission and records an agricultural preservation easement on the parcel, a bonus density may be approved as follows: For a parcel containing at least 20 acres but fewer than 30 acres, up to a 20 percent bonus density may be granted.

More than 20 acres of agricultural parcels will be owned by individuals who own building lots in the subdivision. The applicant has provided an agriculture preservation plan and easement to be granted the 0.2 percent bonus density, not the entire 20 percent.

<u>Natural Hazards Areas:</u> The proposed subdivision is located in Zone X as determined by FEMA to be outside of the 500-year floodplain. The proposed subdivision is not in a Natural Hazards Study area.

<u>Culinary water and sanitary sewage disposal:</u> Will Serve letters have been provided by the Taylor West Weber Water Improvement District and the Central Weber Sewer Improvement District regarding culinary water and sanitary sewer disposal. Hooper Irrigation Company has also provided a Will Serve letter regarding secondary water (see Exhibit C).

<u>Additional design standards and requirements:</u> The proposed cluster subdivision will have 50', 60', and 66' width dedicated county roads extending through the subdivision to the adjacent property to provide future connectivity to the surrounding area.

The applicant has provided a project notification form from the Utah State Department of Environmental Quality Division of Drinking Water as part of the preliminary plan. A capacity assessment letter will be required prior to receiving final approval from the planning commission. A construct permit from the Utah Department of Environmental Quality Division of Drinking Water will be required prior to the subdivision receiving final approval from the County Commission.

As stated in LUC §108-3-9, the applicant, prior to recording a final plat of the cluster subdivision, shall:

- 1. Establish a homeowners association and submit for the county's review the necessary articles of incorporation, bylaws, and declaration of covenants, conditions, and restrictions that provide for:
 - a. Compliance with Utah State Code;
 - b. The reason and purpose for the association's existence;
 - c. Mandatory membership for each lot or home owner and their successors in interest;
 - d. The perpetual nature of the easements related to all dedicated open space parcels;
 - e. Responsibilities related to liability, taxes, and the maintenance of recreational and other infrastructure and facilities;
 - f. Financial obligations and responsibilities, including the ability to adjust the obligations and responsibilities due to change in needs;
 - g. Association enforcement remedies; and
 - h. A notification of the county's ability to enforce the terms of the owner's dedication on the subdivision dedication plat.
- 2. Register the homeowners association with the State of Utah, Department of Commerce.

This requirement has been added to the staff recommendation as a condition of approval.

<u>Review Agencies:</u> A condition of approval has been added to ensure that all conditions of the Review Agencies, including the Surveyor's Office, Engineering Division and the Fire District, will be addressed prior to final plat submittal.

<u>Tax clearance:</u> The 2016 property taxes have been paid in full. The 2017 property taxes will be due in full on November 1, 2017.

<u>Public Notice</u>: A notice has been mailed not less than seven calendar days before preliminary approval 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).

Staff Recommendation

Staff recommends preliminary plan approval of Sunset Equestrian Cluster Subdivision, an 8 phase cluster subdivision consisting of 180 building lots, 40 individually owned agriculture parcels and 15 open space common areas. This recommendation for approval is subject to all review agency requirements and based on the following conditions:

- 1. A capacity assessment letter will be required prior to receiving final approval from the Planning Commission and a construct permit from the Utah Department of Environmental Quality Division of Drinking Water will be required prior to the subdivision receiving final approval from the County Commission.
- 2. The applicant will be required to establish a declaration of covenants, conditions, and restrictions prior to recording a final plat of the cluster subdivision, as stated in LUC §108-3-9.
- 3. A guarantee of Improvements will be required, as outlined in LUC §106-4-3.
- 4. The applicant must label 'Open Space' Parcels as common area to be owned by the homeowners association, as outlined in LUC §108-3-6 (1) (b).
- 5. The applicant must label the individually owned agricultural parcels as agricultural preservation parcels on the final plat, as outlined in LUC §108-3-5(4)(d).
- 6. A note describing the applicable ownership standard for individually owned agricultural parcels shall be placed on the final recorded plat, as outlined in LUC §108-3-5 (2).

This recommendation is based on the following findings:

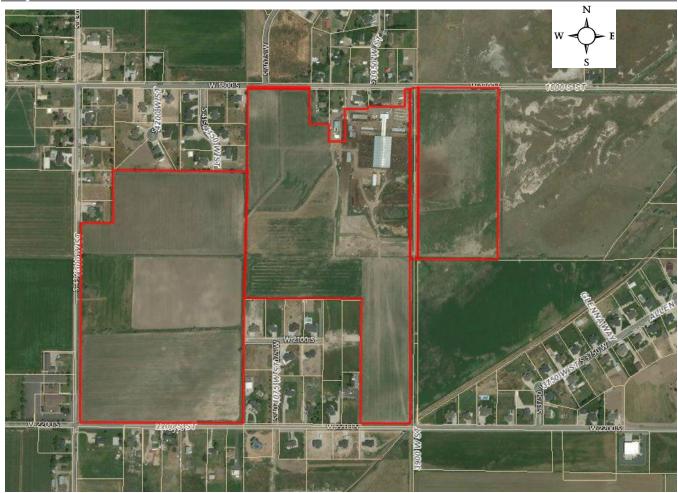
- 1. The proposed subdivision conforms to the Western Weber General Plan.
- 2. With the recommended conditions, the proposed subdivision complies with applicable County ordinances.
- 3. Up to 10 percent bonus density may be granted for meeting the purpose and intent of the cluster subdivision.

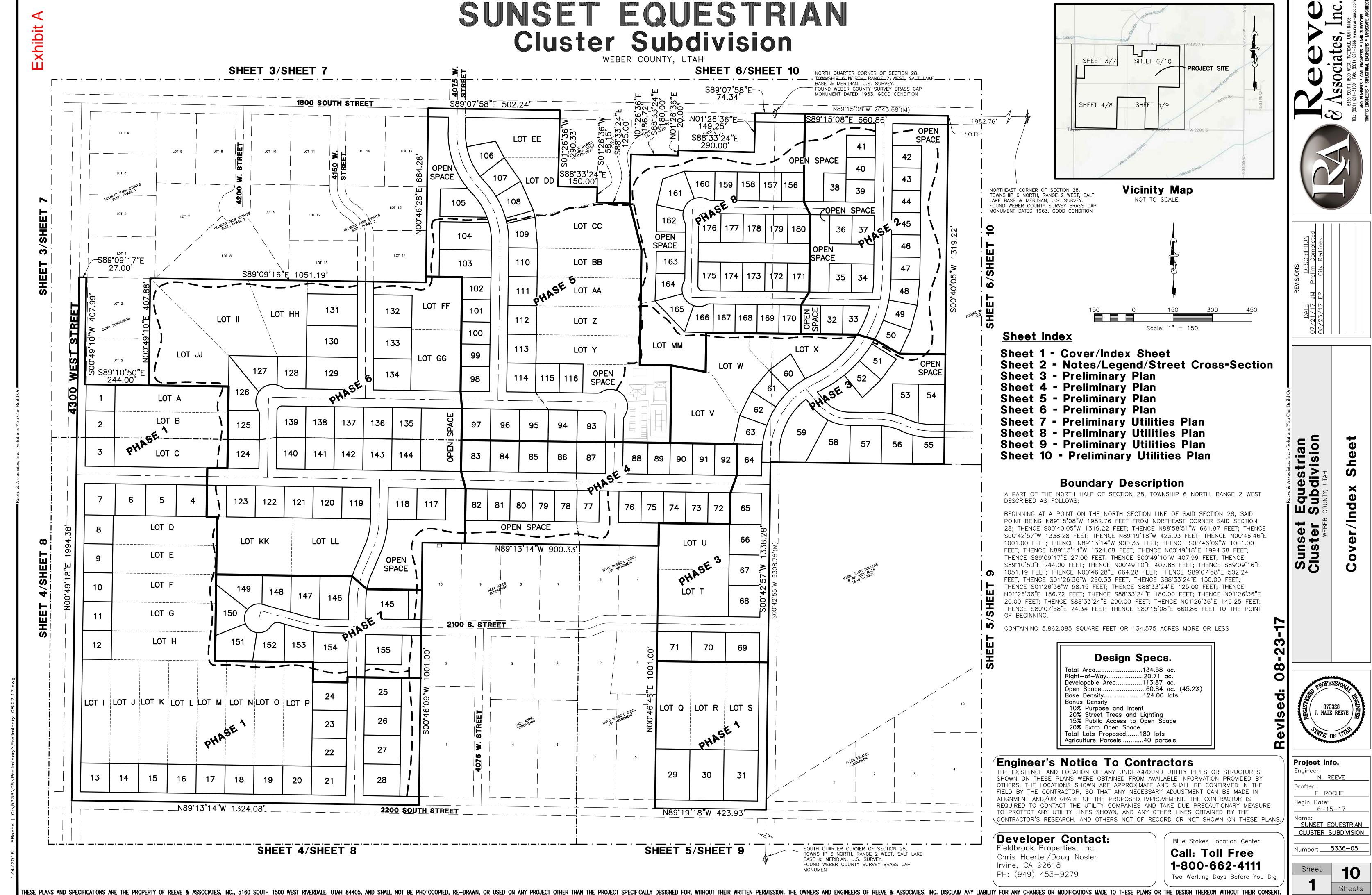
- 4. Up to 20 percent bonus density may be granted based on providing and implementing an approved roadway landscape and design plan.
- 5. Up to a 15 percent bonus density may be granted based on providing common area that offers easily accessible amenities such as trails, parks, or community gardens that are open for use by the general public.
- 6. Up to a 20 percent bonus density may be granted based on preserving more than 20 acres but fewer than 30 acres of agricultural parcels through an agriculture preservation plan and easement.

Exhibits

- A. Proposed preliminary plan
- B. Street landscape and lighting design
- C. Will serve letters

Map 1







Sheets

2. CONTRACTOR TO STRICTLY FOLLOW GEOTECHNICAL RECOMMENDATIONS FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATLON/BACKFILL, SITE GRUBBING, RETAINING WALLS AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH THE PROJECT GEOTECHNICAL ENGINEER.

3. TRAFFIC CONTROL, STRIPING & SIGNAGE TO CONFORM TO CURRENT GOVERNING AGENCIES

TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES

TRANSPORTATION ENGINEER'S MANUAL AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

4. ANY AREA OUTSIDE THE LIMIT OF WORK THAT IS DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO COST TO OWNER.

5. CONSULT ALL OF THE DRAWINGS AND SPECIFICATIONS FOR COORDINATION REQUIREMENTS BEFORE COMMENCING CONSTRUCTION.

6. AT ALL LOCATIONS WHERE EXISTING PAVEMENT ABUTS NEW CONSTRUCTION, THE EDGE OF THE EXISTING PAVEMENT SHALL BE SAWCUT TO A CLEAN, SMOOTH EDGE.
7. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MOST RECENT, ADOPTED

EDITION OF ADA ACCESSIBILITY GUIDELINES.

8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER

DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.

9. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.

10. ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD, INCLUDING OBTAINING REQUIRED INSPECTIONS.
11. ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES

PRIOR TO PROCEEDING WITH CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES.

12. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS

BEFOREHAND.

13. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE

RECOMMENDATIONS SET FORTH BY THE GEOTECHNICAL ENGINEER.

14. CATCH SLOPES SHALL BE GRADED AS SPECIFIED ON GRADING PLANS.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FLAGGING, CAUTION SIGNS, LIGHTS, BARRICADES,

FLAGMEN, AND ALL OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

16. CONTRACTOR SHALL, AT THE TIME OF BIDDING AND THROUGHOUT THE PERIOD OF THE CONTRACT, BE LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.

17. CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY HIMSELF BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS HE MAY PREFER OF THE LOCATIONS OF THE PROPOSED WORK AND OF THE ACTUAL CONDITIONS OF AND AT THE SITE OF WORK. IF, DURING THE COURSE OF HIS EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS WHICH APPEAR TO HIM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT PLANS AND SPECIFICATIONS, HE SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING HIS BID. SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IF AWARDED THE CONTRACT, HE HAS RELIED AND IS RELYING ON HIS OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON HIS OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR, OR A SUPPLEMENT TO, THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL ACKNOWLEDGE THAT HE HAS NOT RELIED SOLELY UPON OWNER- OR ENGINEER-FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING HIS BID.

18. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTOR'S USE DURING CONSTRUCTION.

19. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER, ENGINEER, AND/OR GOVERNING AGENCIES.

20. CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL BEAR ALL EXPENSES FOR

REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY LOSS OR DISTURBANCE.

21. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE

ENGINEER.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE—TESTING AND/OR RE—INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.

23. IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND/OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT. THERE WILL BE NO EXTRA COST DUE TO THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.

24. WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS, SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITH MATERIALS EQUAL TO OR BETTER THAN THE MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

25. CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL—SIZE AS—BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL STRUCTURES AND OTHER FACILITIES. AS—BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE PREPARED AND SUBMITTED BY THE CONTRACTOR. PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER ONE SET OF NEATLY MARKED AS—BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS—BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS—BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

26. WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE HIGHEST QUALITY ARE TO BE USED.

27. CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR. PRICES PROVIDED WITHIN THE CONTRACT DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THE TRUE INTENT AND PURPOSE OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS IN THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES WHICH MAY CREATE, DURING THE CONSTRUCTION PROGRAM, UNUSUAL OR UNSAFE CONDITIONS HAZARDOUS TO PERSONS, PROPERTY AND THE ENVIRONMENT. CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH

RESPECT TO SUCH HAZARDS.

28. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING AND/OR PAVEMENT MARKINGS NECESSARY TO TIE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY WATER

BLASTING.
29. CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A DEPTH OF 4 FEET OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE CONTRACTOR SHALL COMPLY WITH LOCAL, STATE, AND NATIONAL SAFETY CODES, ORDINANCES, OR REQUIREMENTS FOR EXCAVATION AND TRENCHES.

30. ALL EXISTING GATES AND FENCES TO REMAIN UNLESS OTHERWISE NOTED ON PLANS. PROTECT ALL GATES AND FENCES FROM DAMAGE

# C1	RADIUS 333.00'	ARC LENGTH 231.83'	CHD LENGTH 227.18'	TANGENT 120.84'	CHD BEARING N19°04'38"W	DELTA 39°53'19"
C2	333.00	26.20'	26.19	13.11	N41°16'31"W	4°30'28"
C3	300.00'	232.46'	226.69'	122.42	N21°19'52"W	44°23'48"
C4 C5	267.00'	55.10' 125.33'	55.00' 124.19'	27.65'	N05°02'42"W	11°49'28" 26°53'44"
C6	267.00' 267.00'	26.45	26.44	63.84 ['] 13.24 [']	N24°24'18"W N40°41'28"W	5°40'36"
C7	333.00'	70.19	70.06	35.23	N37°29'26"W	12°04'39"
	333.00'	91.73'	91.44'	46.16	N23°33'35"W	15°47'02"
	333.00' 333.00'	20.00' 75.84'	20.00' 75.67'	10.00' 38.08'	N13°56'50"W N05°42'07"W	3°26'30" 13°02'55"
	300.00	232.22'	226.47	122.28	S21°21'13"E	44°21'06"
	267.00	106.69'	105.98'	54.07	S32°04'54"E	22°53'42"
C13	267.00' 267.00'	21.18' 78.81'	21.18' 78.52'	10.60' 39.69'	S18°21'42"E N07°38'00"W	4°32'43" 16°54'40"
C15	30.00'	17.09'	16.86'	8.78	N72°51'34"W	32°38'13"
	65.00'	22.08'	21.98'	11.15'	N66°16'28"W	19°28'01"
C17 C18	65.00' 65.00'	79.21' 74.85'	74.40' 70.79'	45.37' 42.20'	N69°04'48"E N01°10'36"E	69°49'27" 65°58'58"
C19	30.00'	17.09'	16.86'	8.78	N15°29'46"W	32°38'13"
C20	20.00'	31.42'	28.28'	20.00'	S45°49'20"W	90°00'00"
	267.00' 300.00'	103.84' 116.67'	103.19' 115.94'	52.58' 59.08'	S11°57'50"W S11°57'50"W	22°16'59" 22°16'59" 22°16'59"
C23	333.00'	129.51	128.69	65.58	S11°57'50"W	22°16'59"
C24	267.00'	60.62'	60.49'	30.44	S16°36'02"W	13°00′34″
	267.00' 300.00'	43.22' 116.67'	43.17' 115.94'	21.66' 59.08'	N05°27'33"E S11°57'50"W	9°16'25" 22°16'59"
	333.00'	37.39'	37.37	18.71	N19°53'20"E	6°25'58"
C28	333.00'	92.12'	91.83'	46.36'	N08°44'51"E	15°51'01"
	275.00' 275.00'	25.96' 45.06'	25.95 ['] 45.01 [']	12.99' 22.58'	S86°30'57"E S79°07'03"E	5°24'34" 9°23'16"
C31	55.00'	3.09	3.09'	1.54	S76°01'56"E	3°13'02"
C32	55.00'	61.50'	58.34'	34.41	S70°19'39"W	64°03'49"
C33 C34	55.00' 55.00'	57.56' 57.56'	54.97' 54.97'	31.73' 31.73'	N08°18'53"E S51°38'51"E	59°57'44" 59°57'44"
C35	55.00	63.06	59.66	35.51	S65°31'35"W	65°41'25"
C36	30.00'	38.17'	35.65'	22.16'	S69°07'44"W	72°53'43"
C37 C38	325.00' 325.00'	35.99' 47.94'	35.97' 47.90'	18.01' 24.02'	S77°35'45"E N84°59'40"W	6°20'41" 8°27'08"
C39	20.00'	31.42'	28.28'	20.00'	S44°10'40"E	90°00'00"
C40	30.00'	17.09'	16.86	8.78'	N74°30'14"E	32°38'13"
C41 C42	65.00' 30.00'	176.15' 17.09'	126.99' 16.86'	296.55' 8.78'	N44°10'40"W N17°08'26"E	155°16'26' 32°38'13"
C43	332.00'	33.47'	33 15'	16.75	S03°36'13"W	5°46'31"
C44	332.00' 332.00'	75.19' 77.99'	75.03' 77.82' 77.82' 77.81' 26.71'	37.76' 39.18'	S12°58'46"W S26°11'51"W	12°58'35" 13°27'37"
	332.00	77.99 78.00'	77.82	39.18	N39°39'30"E	13°27'40"
C47	332.00'	77.99	77.81	39.18'	N53°07'07"E	13°27'35"
C48 C49	332.00' 299.00'	26.72' 332.65'	26./1° 315.76'	13.37' 185.91'	N62°09'14"E N32°35'15"E	4°36'39" 63°44'37"
C50	266.00	238.01	315.76' 230.15'	127.64'	S26°20'57"W	51°16'00"
C51	175.00	66.34'	65.94' 82.23'	33.57	S26°20'57"W S51°17'41"E	21°43'10"
	175.00' 150.00'	83.01' 128.01'	124.16	42.30' 68.20'	N75°44'35"W N64°53'01"W	27°10'39" 48°53'49"
C54	225.00'	16.68'	16.67	9 3/1'	S87°12'30"E	4°14'49"
	226.00'	94.58' 47.22' 67.41'	93.89' 47.16' 67.24'	47.99'	N77°20'34"W	23°58'43"
C56 C57	275.00' 275.00'	67.41	67.24	33.88	N70°16'21"W N82°12'51"W	9°50'18" 14°02'42"
C58	250.00'	104.21	103.46	47.99' 23.67' 33.88' 52.87' 24.21' 22.85' 29.99'	S77°17'42"E	23°53'00"
C59	225.00 [°] 225.00 [°]	48.24' 45.55'	48.14' 45.48'	24.21'	N83°05'42"W S71°09'12"E	12°17'00" 11°36'00"
C61	275.00°	59.74	59.62	29.99	S71°34'36"E	12°26'48"
C62	275.00'	55.35'	55.26'	\(\alpha \) \(\tag{1.7} \)	S83°33'58"E	12°26'48" 11°31'55"
	125.00' 483.00'	106.68' 121.95'	103.47'	56.83' 61.30'	S64°53'01"E S58°06'22"W	48°53'49" 14°27'58"
	483.00	80.03	121.62' 79.94'	40.11	S46°07'34"W	9°29'38"
C66	483.00'	80.03'	79.94	40.11	N36°37'57"E	9°29'35"
	483.00' 483.00'	19.21' 80.82'	19.21' 80.73'	9.61' 40.51'	N30°44'47"E S24°48'48"W	2°16'44" 9°35'15"
	483.00	80.03'	79.94'	40.11	S15°16'22"W	9°29'36"
C70	483.00'	80.03'	79.94	40.11	N05°46'46"E	9°29'36"
	483.00° 450.00°	2.89' 500.85'	2.89' 475.39'	1.45' 279.93'	S00°51'40"W N32°34'28"E	0°20'34" 63°46'11"
	417.00	237.49'	234.30	122.06	S48°08'37"W	32°37'53"
C74	417.00	119.83	119.42	60.33	S23°35'44"W	16°27'52"
C75 C76	417.00' 30.00'	55.80' 13.89'	55.76' 13.76'	27.94' 7.07'	S04°31'23"W N77°25'37"E	7°40'00" 26°31'31"
C77	65.00	50.77'	49.49'	26.76	N86°32'27"E	44°45'10"
C78	65.00'	63.92'	61.37	34.81	S42°54'42"E	56°20'33"
C79 C80	65.00' 30.00'	47.60' 13.89'	46.54' 13.76'	24.92' 7.07'	N06°14'14"E S13°57'09"W	41°57'20" 26°31'31"
C81	20.00'	31.42'	28.28'	20.00'	N44°18'37"W	90°00'00"
C82	30.00'	13.89'	13.76'	7.07	N12°34'23"W	26°31'31"
C83	65.00' 65.00'	43.75' 65.00'	42.93' 62.33'	22.74 ['] 35.51 [']	S06°33'16"E N41°22'28"E	38°33'44" 57°17'45"
		55.00	UZ.UU.	1 00.01		478447747
C84 C85	65.00'	53.54'	52.04	28.39'	N86°22'53"W	47°11'34"
C84	65.00' 30.00' 20.00'	53.54' 13.89' 31.42'	52.04' 13.76' 28.28'	28.39 7.07' 20.00'	N86 22 53 W S76 02 51 E N45 41 23 E	4/11 34 26°31'31" 90°00'00"

Construction Notes:

	PVC 8" SS PVC 10" SS	Slope = 0.40% MIN. Slope = 0.30% MIN.
2. 3.	RCP 15" SD RCP 18" SD RCP 21" SD RCP 24" SD	Slope = 0.32% MIN. Slope = 0.26% MIN. Slope = 0.21% MIN. Slope = 0.17% MIN.
5.	RCP 27" SD RCP 30" SD	Slope = 0.17% MIN. Slope = 0.15% MIN. Slope = 0.13% MIN.

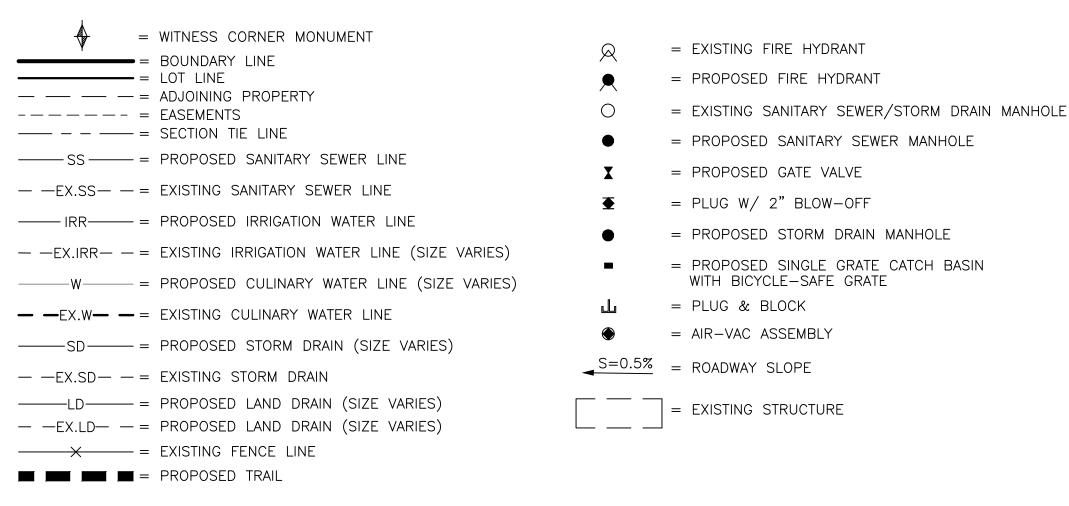
Drainage Notes:

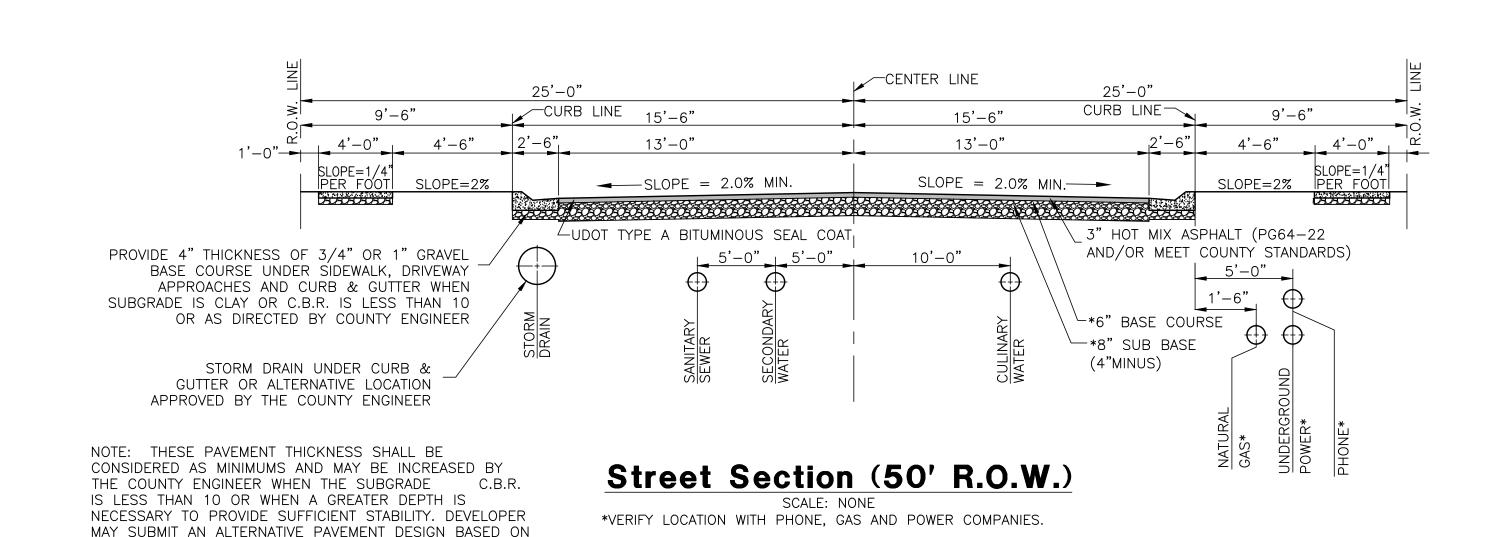
Detention Basin #1:		
Watershed Area	134.58	AC.
Required Volume	294,902	Cu. ft.
Provided Volume	298,340	Cu. ft.

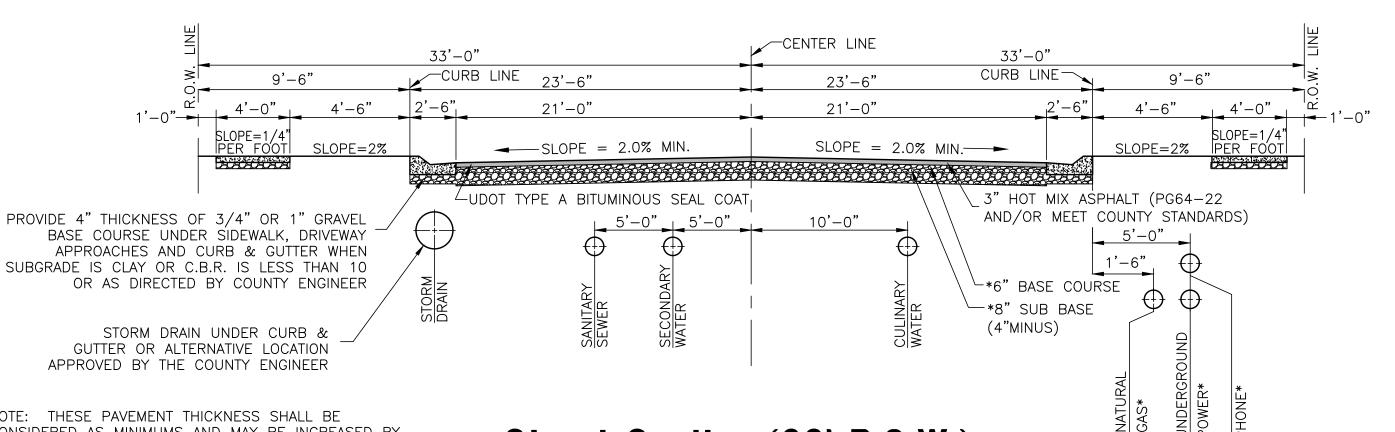
Control boxes will limit discharge at

historical rate of 0.1 cfs/acre.

Legend







NOTE: THESE PAVEMENT THICKNESS SHALL BE
CONSIDERED AS MINIMUMS AND MAY BE INCREASED BY
THE COUNTY ENGINEER WHEN THE SUBGRADE C.B.R.
IS LESS THAN 10 OR WHEN A GREATER DEPTH IS
NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER
MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON
A SOILS ANALYSIS FOR APPROVAL BY THE COUNTY
ENGINEER. COMPACTION TESTS ON BOTH SUB-BASE AND
BASE COURSES WILL BE REQUIRED.

A SOILS ANALYSIS FOR APPROVAL BY THE COUNTY

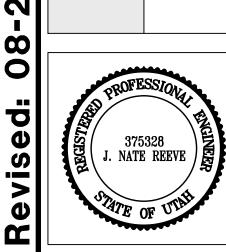
BASE COURSES WILL BE REQUIRED.

ENGINEER. COMPACTION TESTS ON BOTH SUB-BASE AND

Street Section (66' R.O.W.)

*VERIFY LOCATION WITH PHONE, GAS AND POWER COMPANIES.

Revised: 08-23-17



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Project Info.

Engineer:

N. REEVE

Drafter:

E. ROCHE

Begin Date:

6-15-17

Name:

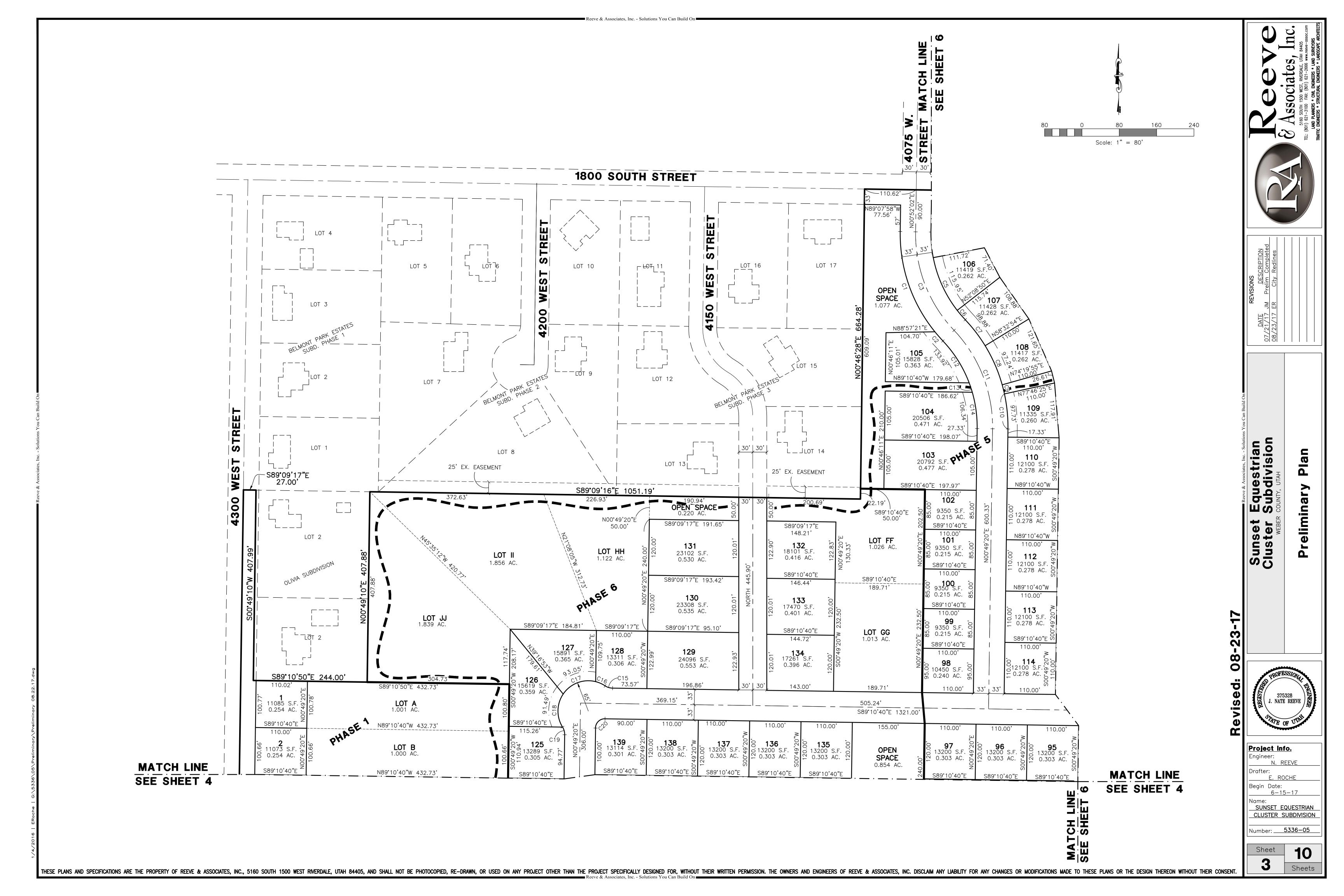
SUNSET EQUESTRIAN

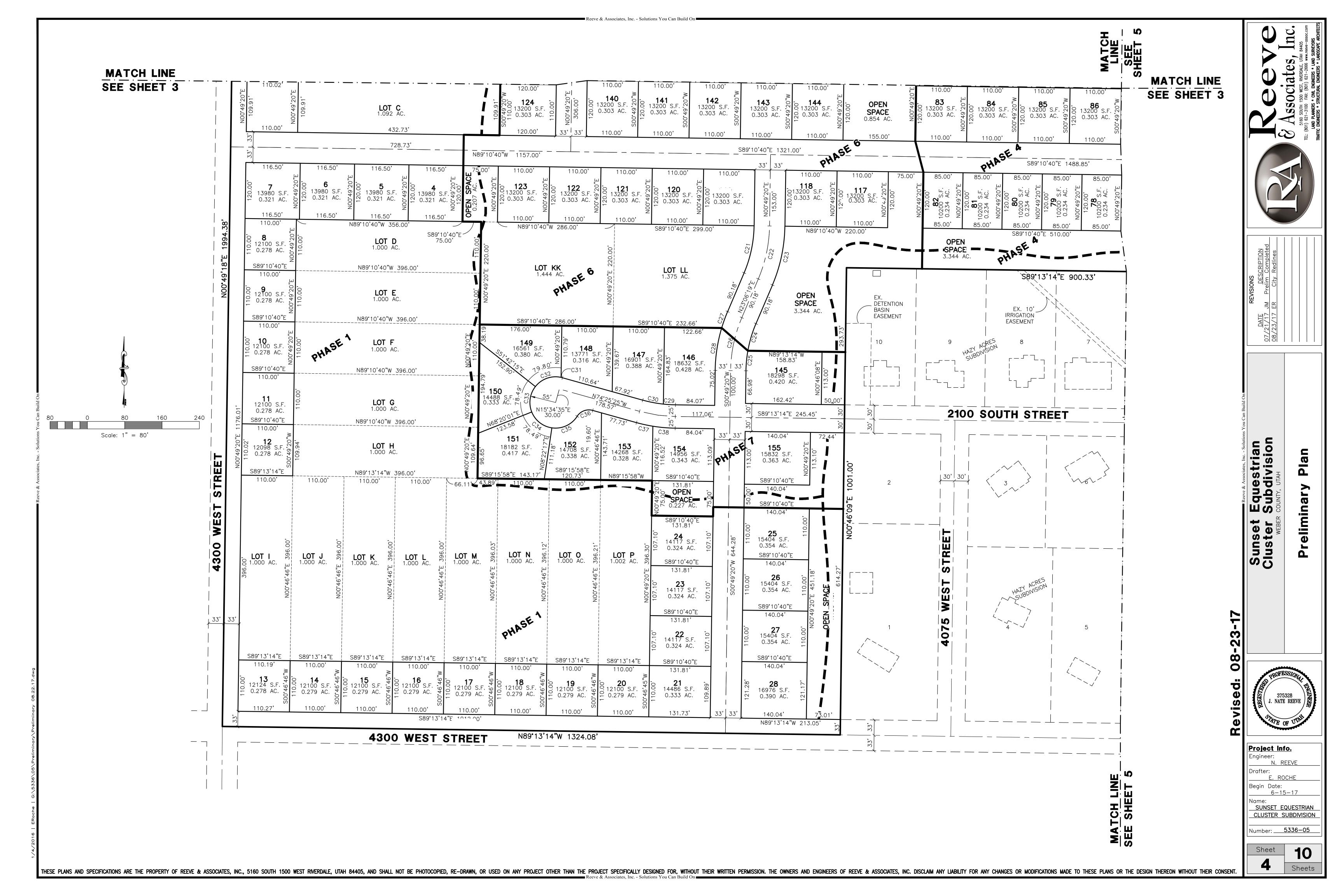
CLUSTER SUBDIVISION

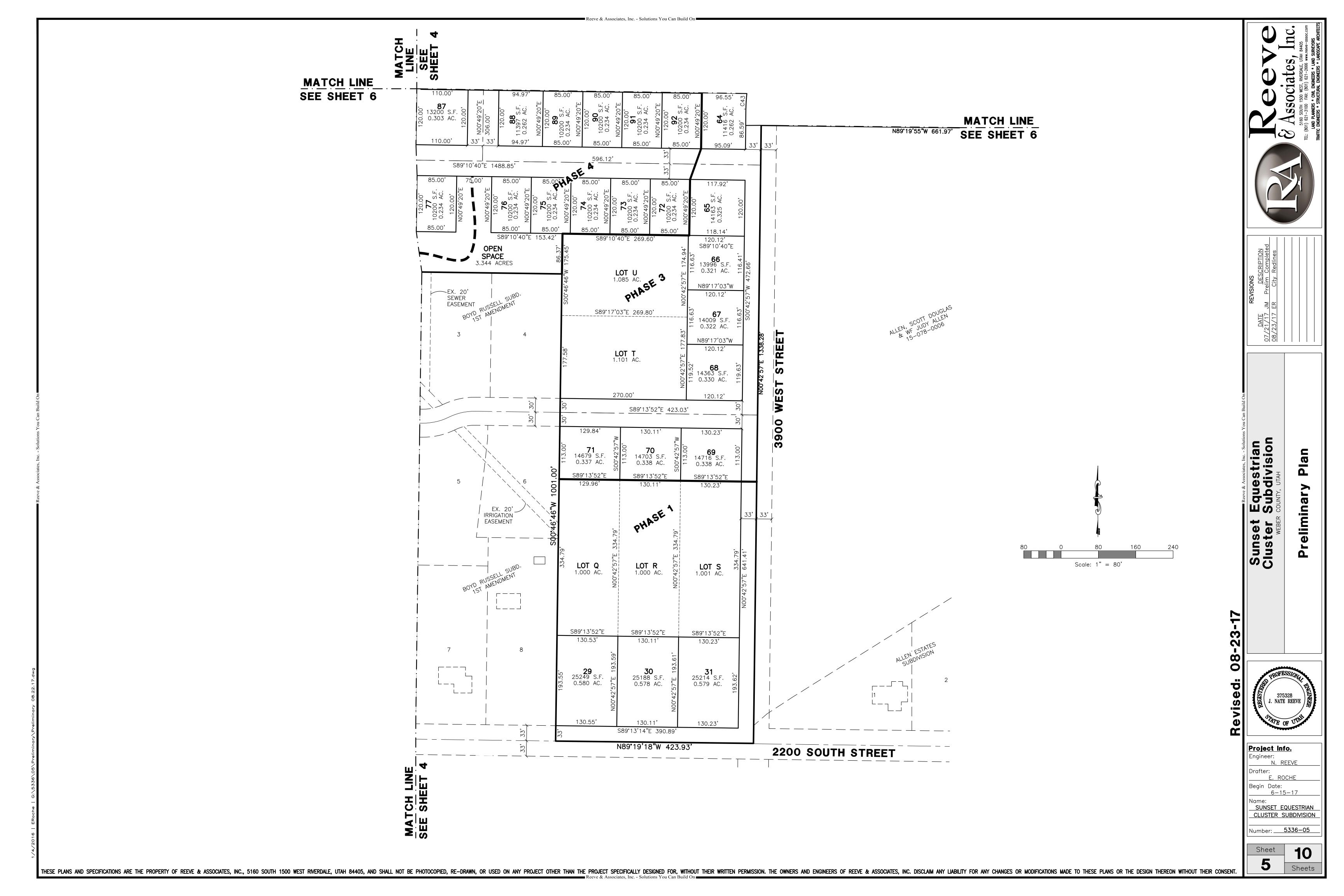
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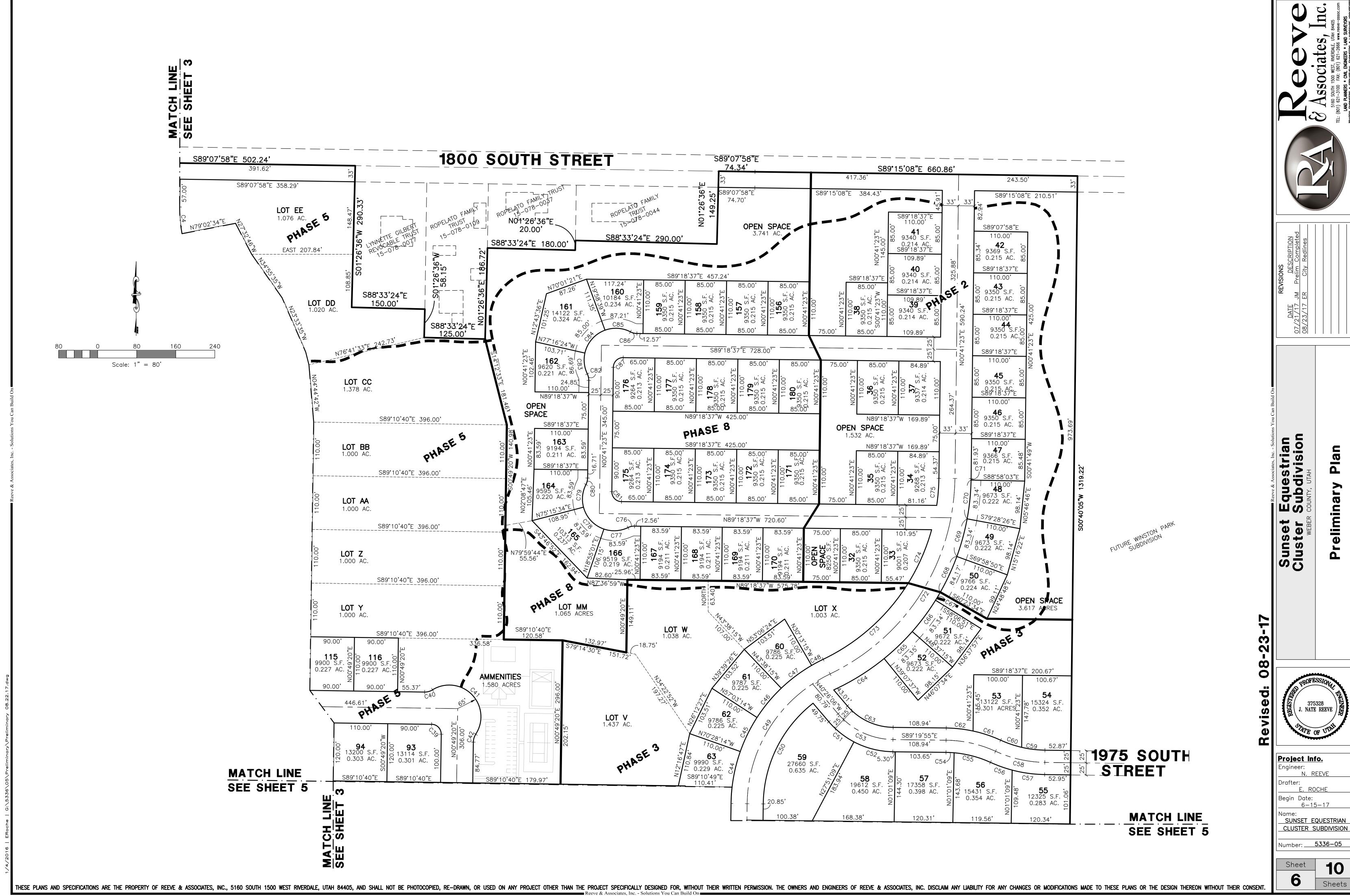
Sheet 10
Sheets

Reeve & Associates, Inc. - Solutions You Can Build On



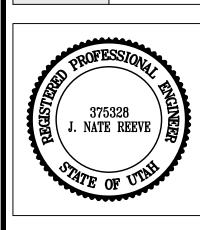


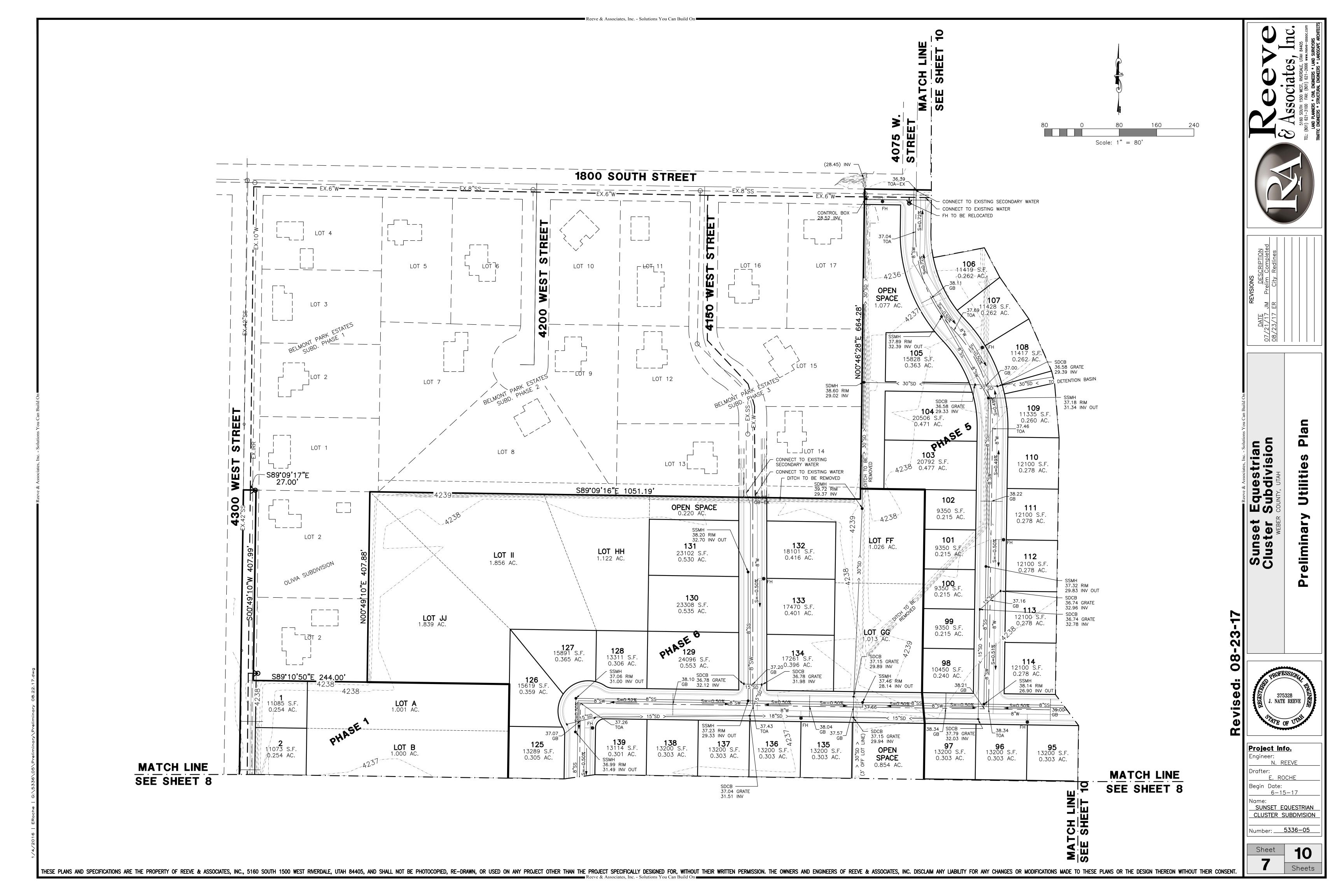


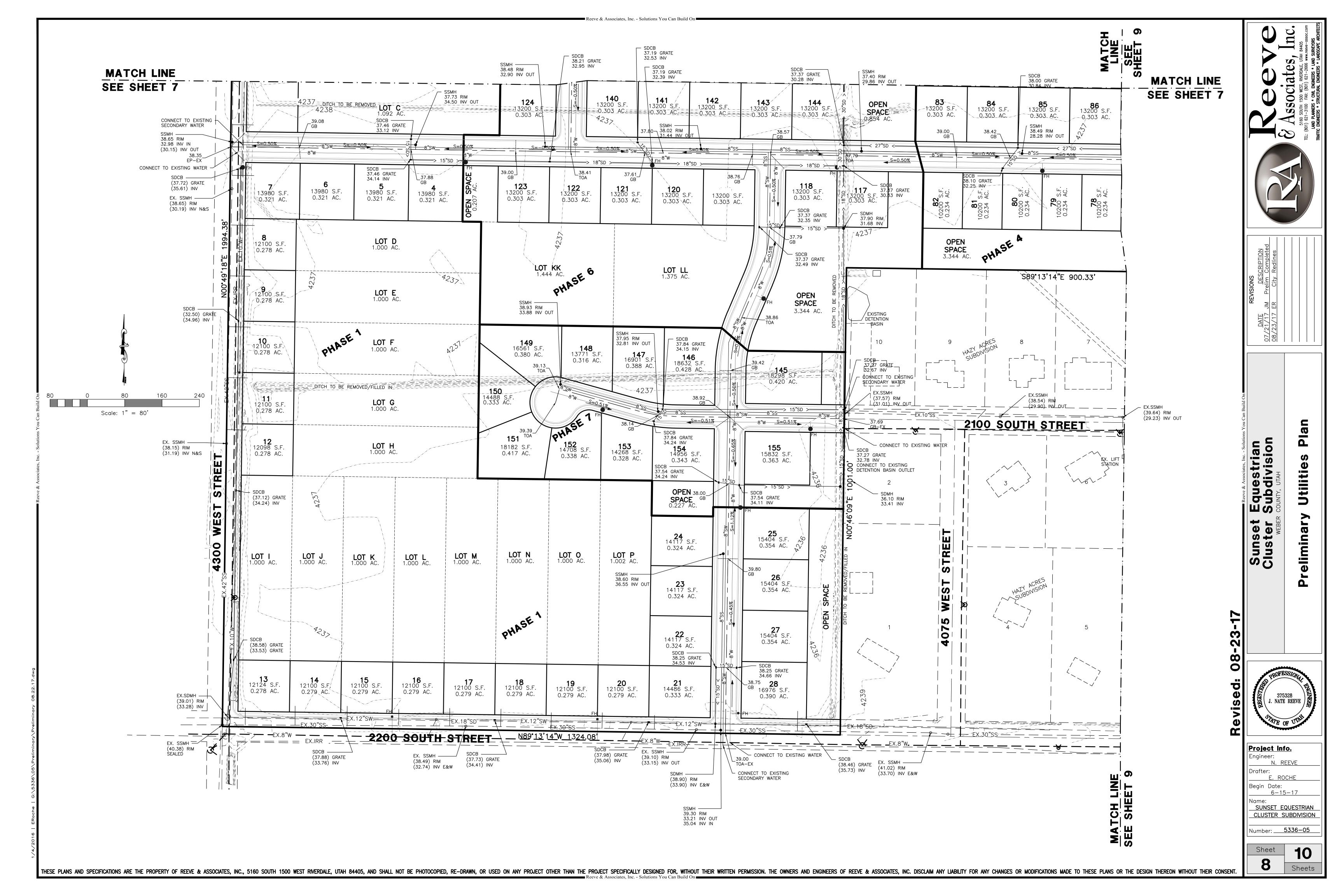


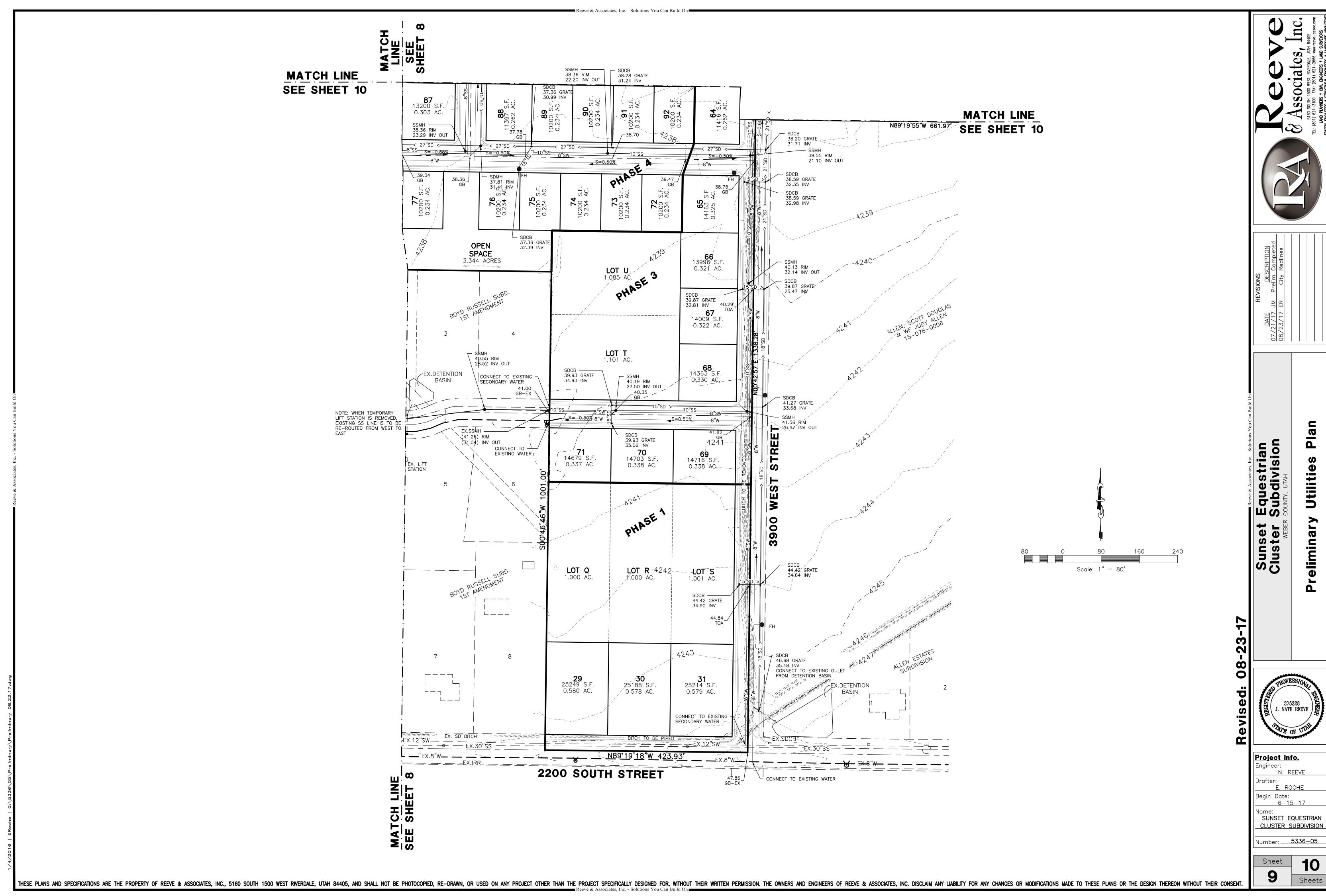
Reeve & Associates, Inc. - Solutions You Can Build (





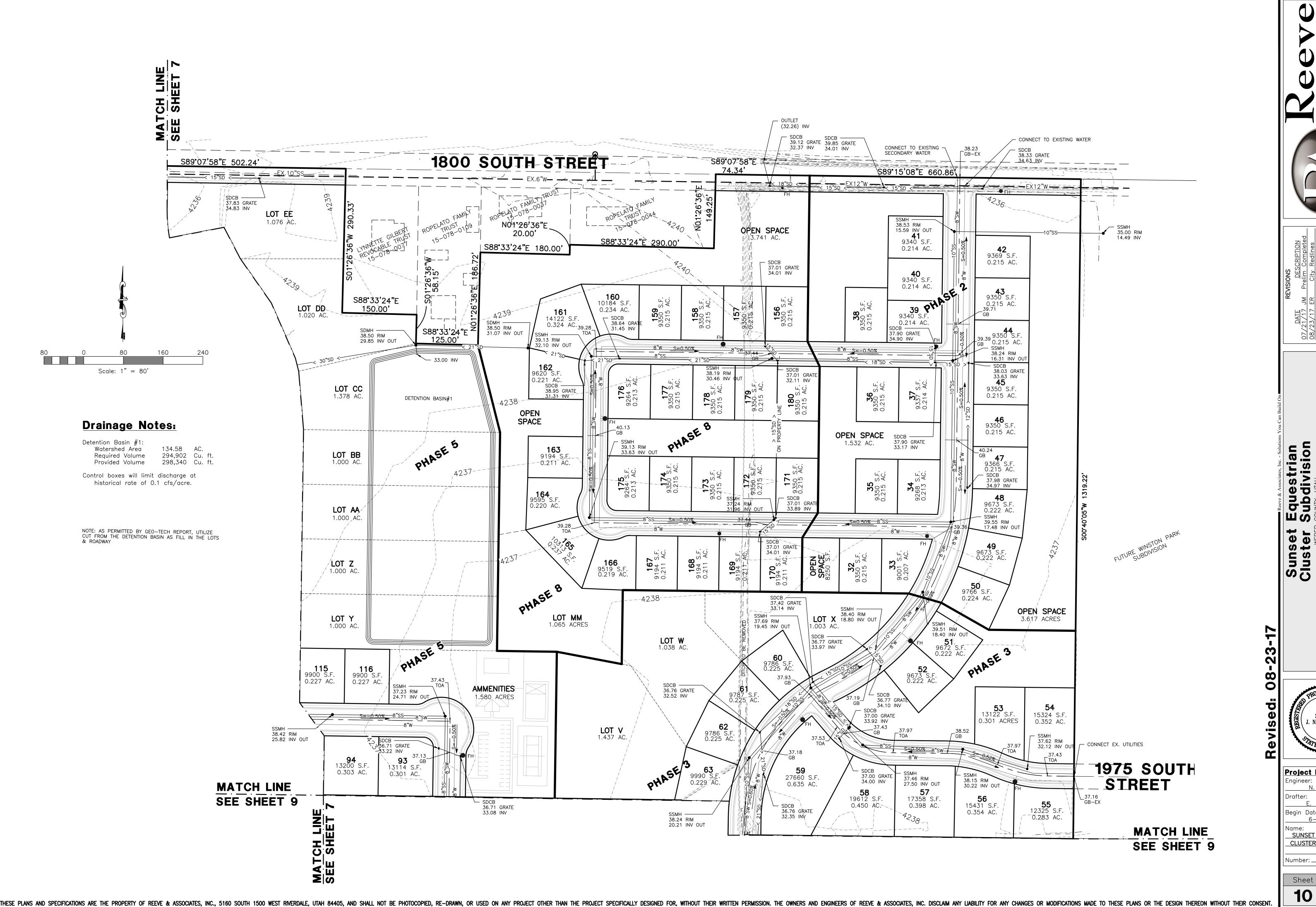








SUNSET EQUESTRIAN CLUSTER SUBDIVISION



■ Reeve & Associates, Inc. - Solutions You Can Build On



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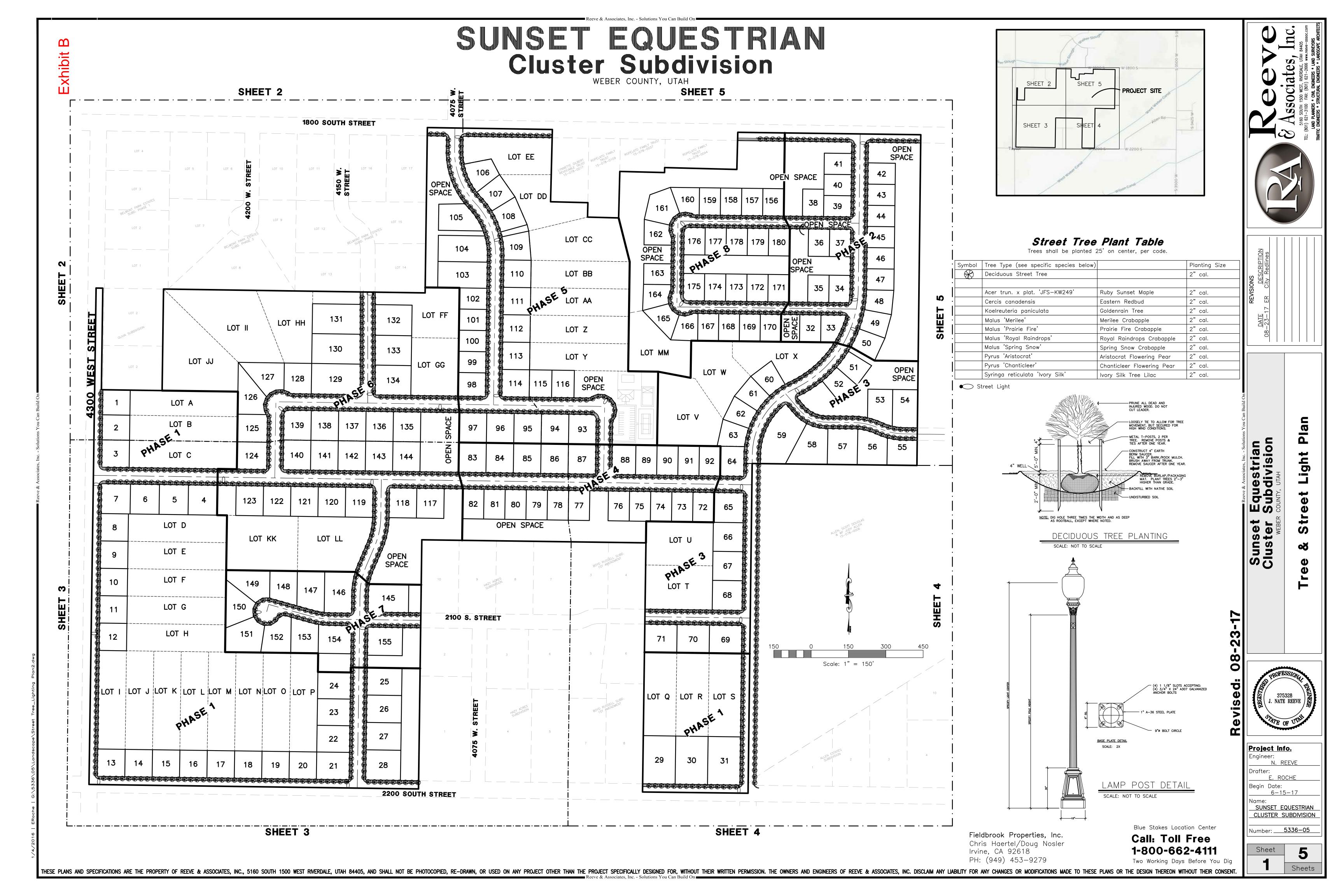
375328 I. NATE REEVE

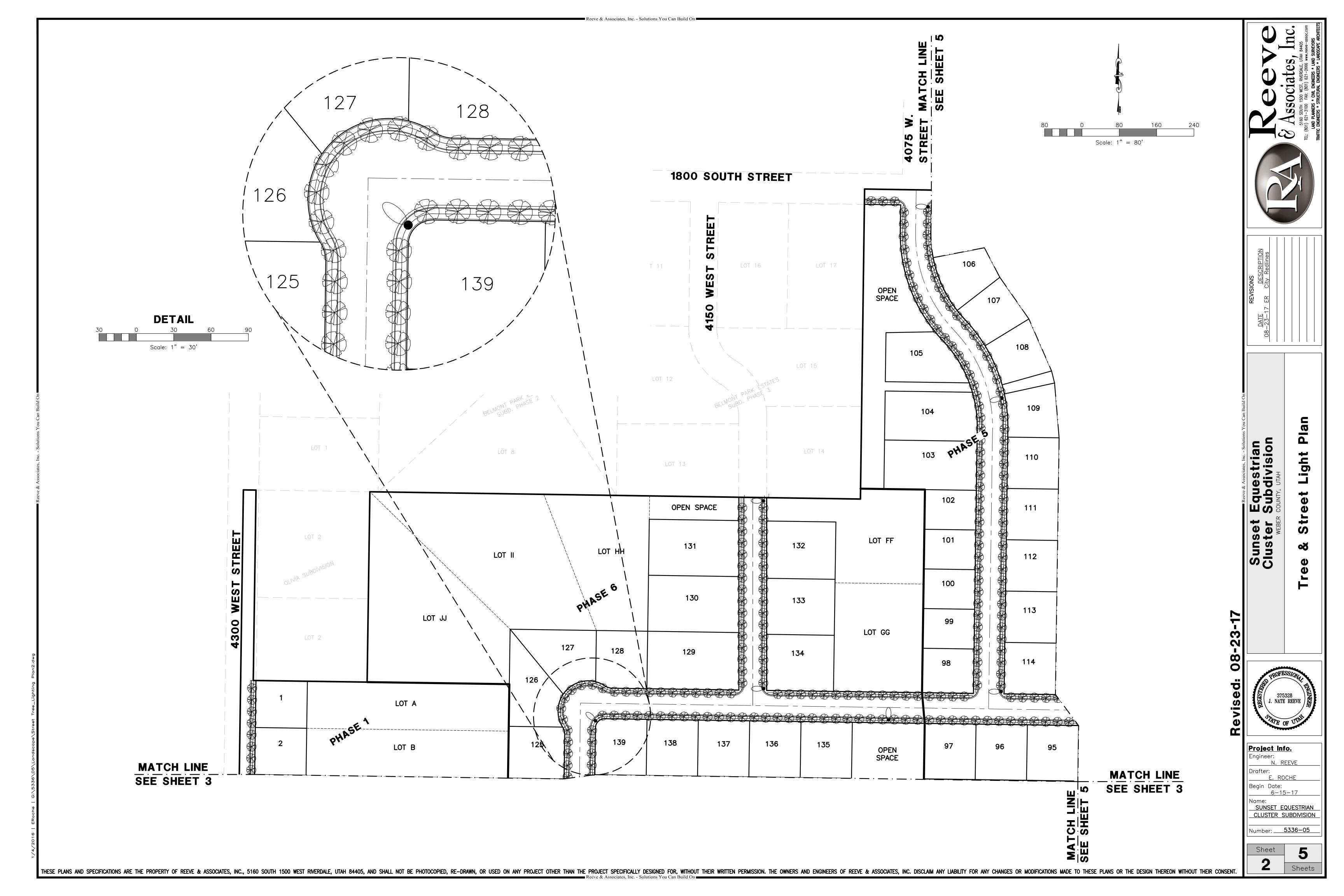
Project Info. N. REEVE Drafter: E. ROCHE

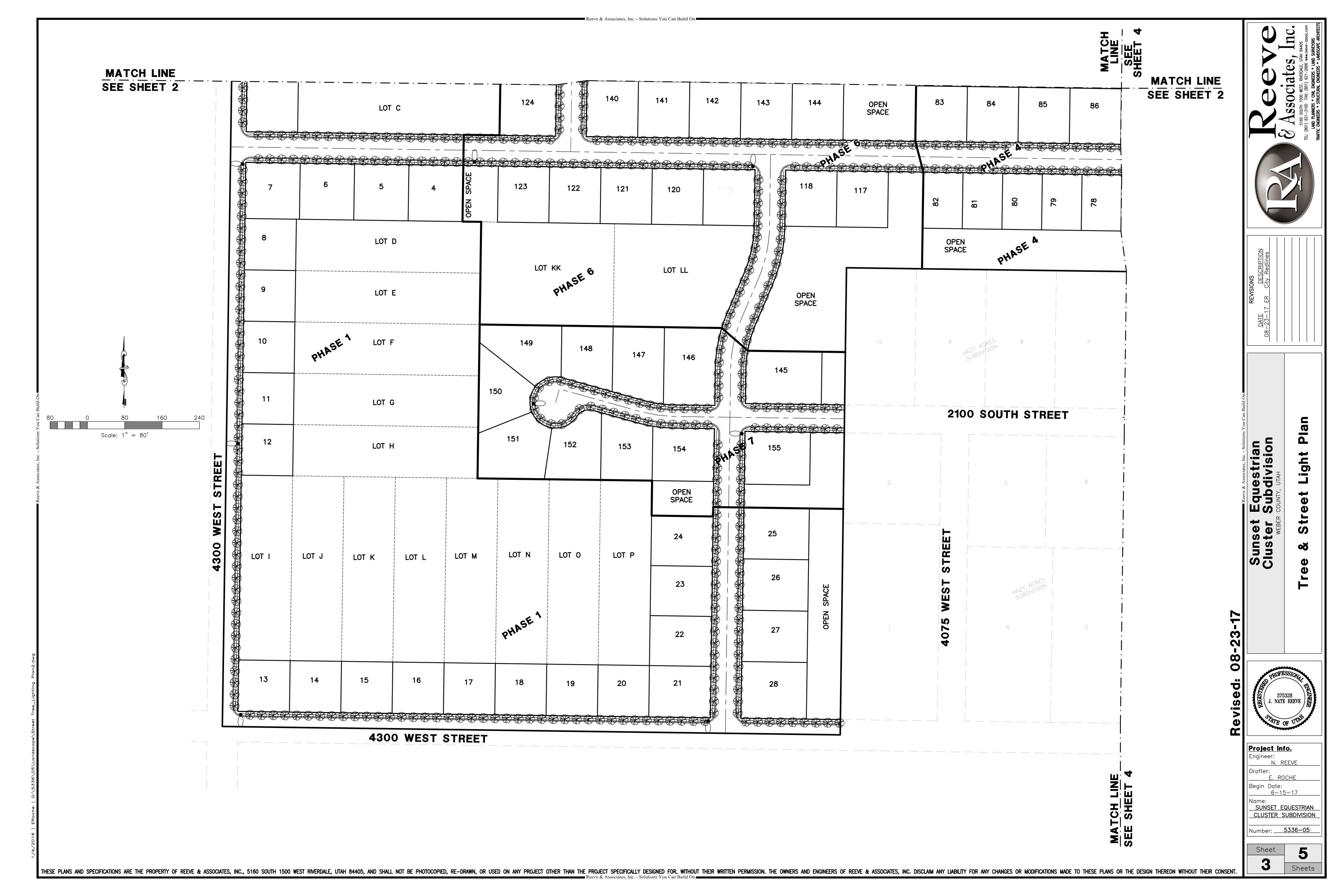
Begin Date: 6-15-17 SUNSET EQUESTRIAN **CLUSTER SUBDIVISION**

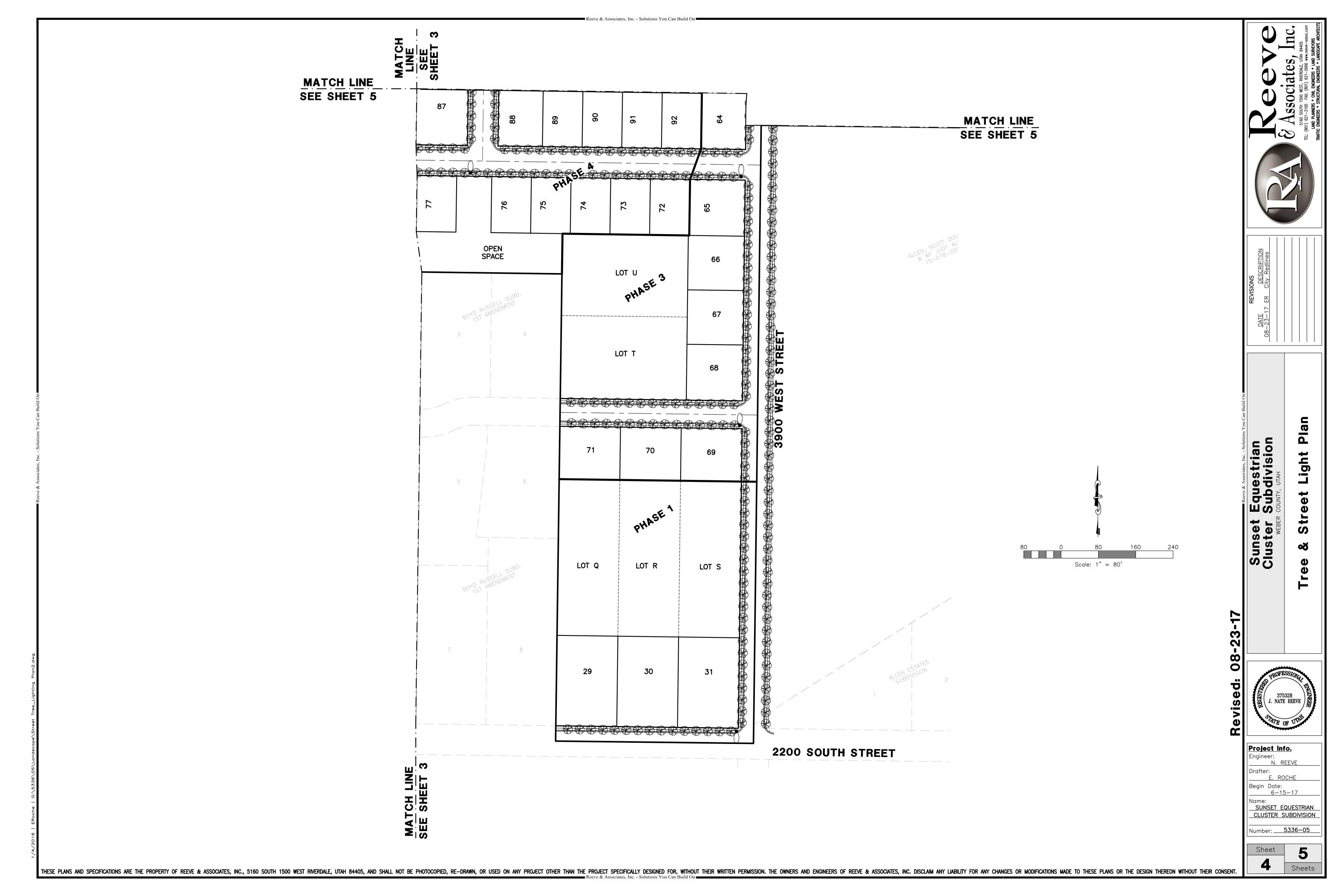
Number: 5336-05

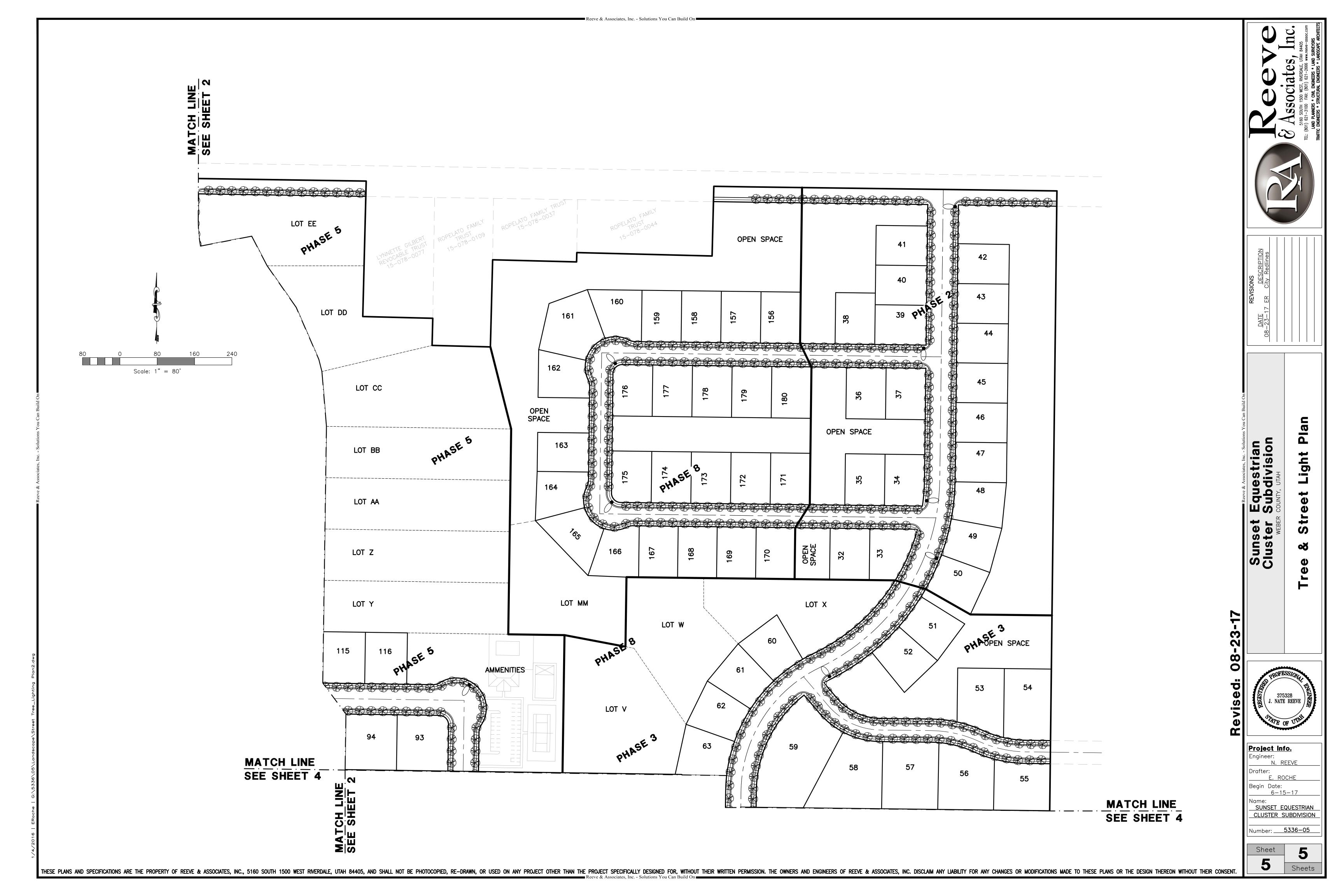
10 Sheet Sheets











TAYLOR WEST WEBER WATER IMPROVEMENT DISTRICT

2815 West 3300 South West Haven Utah 84401

July 27 2017

To: Doug Nosler

Subject: Sunset Equestrian Cluster Subdivision

Taylor West Weber Water District will serve culinary water to This subdivision of approx. 180 lots upon meeting our requirements.

Plan review fee of \$25.00 per lot

Water right fees of \$4363.00 per lot (or current fee at the time of payment). Fees must be paid before final approval will be given.

This is culinary water only secondary must be supplied by others.

All piping for subdivision will be done to water District specifications

Val Surrage

Manager

Taylor West Weber Water District

July 18, 2017

Weber County Planning Commission 2380 Washington Blvd.
Ogden, Utah 84401-1473

Reference: Sunset Equestrian - Cluster Subdivision

4000 West 2200 South (approximately)

Will Serve Letter

Planning Commission:

We have been asked review the possibility of providing sanitary sewer service for a 180 Lot Sunset Equestrian – Cluster Subdivision located at approximately 4000 West 2200 South in Weber County. The Central Weber Sewer Improvement District (District) can accept the sanitary sewer discharge from this location. We add the following conditions that must be met prior to any connections being made.

- The District does have a gravity flow sanitary sewer line at this location on 2200 South. We
 have the capacity to accept and treat the wastewater from this subdivision. Details of the
 connection to the District's line must be submitted to the District, reviewed and approved
 prior to any connection being made to the District's line.
- 2. The entire parcel of property to be served will need to be annexed into the District prior to any connection to the District's line. Annexation requirements and an annexation petition are available from the District's Office.
- 3. Impact Fees must be paid prior to any connection to the sanitary sewer. As of this date the District's sanitary sewer impact fee is \$2333 per equivalent residential unit (ERU).
- 4. The District must be notified for inspection if at any time connections are being made to the District's sanitary sewer lines. The District will NOT install, own and/or maintain any of the sanitary sewer lines being extended to serve this property.

Weber County Planning Commission July 18, 2017 Page -2-

5. The connection of any sump pumps (or similar type pumps) to the sanitary sewer system is prohibited during or after construction. Central Weber's Wastewater Control Rules and Regulations state:

Prohibited Discharge into Sanitary Sewer. No person shall discharge or cause or make a connection which would allowed to be discharged any storm water, surface water, groundwater, roof water runoff or subsurface drainage to any sanitary sewer.

If you have further questions or need additional information please do not hesitate to contact us.

Sincerely,

CENTRAL WEBER SEWER IMPROVEMENT DISTRICT

Lance L. Wood, P. E.

General Manager

cc: Chad Meyerhoffer, Weber County Engineering

Fanue Fulond

Doug Nosler

Weber County Planning Commission 2380 Washington Blvd, #240 Ogden, Utah 84401

RE: AVAILABILITY LETTER - Sunset Equestrian

The development is located at approximately 1800 South 4000 West in Taylor, Utah consisting of 180 residential lots and 53 open space lots.

This letter is <u>ONLY</u> to state that the above named project is in the boundaries of the Hooper Irrigation Company and pressurized irrigation water will ONLY be available under the following conditions:

- * The subdivision utility plan is reviewed and approved by Hooper Irrigation.
- * Plan Review fees are paid to Hooper Irrigation.
- * Proof of Water Shares is signed over to Hooper Irrigation Company.
- * Access Fees are paid.

The non- refundable fee for the plan review is \$300 plus \$55 per lot and a \$200 application fee. We consider this fee to be minimal and it covers the cost of review by the administration, inspectors, and the Engineer. Only the phase in consideration is guaranteed service, and the plan review is good only for a period of one year from the date of the will serve letter, if not constructed.

Furthermore, Hooper Irrigation's responsibility is to provide flow and pressure to the development. The Developer and his Engineer are responsible to provide proper flow and pressure throughout the development. This may require some over-sizing within the development, as determined by Hooper Irrigation.

This letter is the first of two letters that will be issued for this development. Following the acceptance of the above conditions, Hooper Irrigation will issue the "Will Serve" letter.

If you have any questions please call 801-985-8429.

Sincerely,

Michelle Pinkston Office Manager