



**RIVERDALE CITY PLANNING COMMISSION AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – APRIL 14, 2015**

6:00 p.m. – Work Session (City Council Conference Room)

The purpose of the work session is to review maps, plans, paperwork, etc. No motions or decisions will be considered during this session, which is open to the public.

Planning Commission Work Session Items

- Planning Commission Training:
- Utah QGC principles

- 2012 QGC Annual Report

6:30 p.m. – Planning Commission Meeting (Council Chambers)

A. Welcome & Roll Call

B. Open Communications

(This is an opportunity to address the Planning Commission regarding your concerns or ideas. Please try to limit your comments to three minutes.)

C. Presentations and Reports

D. Consent Items

1. Consideration of meeting minutes from:
 - March 24, 2015 Work Session
 - March 24, 2015 Planning Commission

E. Action Items

1. a. Public hearing to receive and consider public comment on a proposed conditional use permit for a Planned Residential Unit Development at The Crossing at Mitchell Farms at address 785 W. 4450 S.
- b. Consideration of a recommendation for final approval of a subdivision request The Crossing at Mitchell Farms at address 785 W. 4450 S.
- c. Consideration of recommendation for approval of a proposed conditional use permit for a Planned Residential Unit Development at The Crossing at Mitchell Farms at address 785 W. 4450 S.
Petitioner: Forest Creek Construction, LLC
2. Public hearing to receive and consider public comment on proposed Ordinance 865 a flood plain ordinance with FEMA 10-27
Presenter: Michael Eggett, Community Development Director

F. Discretionary Items

G. Adjournment

- The public is invited to attend all Planning Commission meetings.
- In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Recorder at 394-5541 x 1232.
- This agenda has been properly posted and a copy provided to local news media.

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
April 14, 2015**

AGENDA ITEM: **Work Session Items**

SUBJECT: Planning Commission training article:
 Important Skills for Planning Commissioners

PETITIONER: Per Community Development Director desire this item will be
 placed on the agenda as a permanent and regular item.

ACTION REQUESTED BY PETITIONER: Training document review

INFORMATION: [Utah QGC principles](#)

[2012 QGC Annual Report](#)

[BACK TO AGENDA](#)

Utah's Guiding Principles for Quality Growth

The Utah Quality Growth Commission defines quality growth as creating a responsible balance between the protection of natural resources — land, air, and water — and the requisite development of residential, commercial, and industrial land to accommodate our expanding economy and population.

Assumptions:

These assumptions underlie the principles of Quality Growth:

- Utahns value quality of life.
- Growth creates challenges and opportunities.
- State government should not impose requirements on local governments without adequate resources or appropriate incentives.
- Private property and other individual rights will be respected.
- A solution for one community may not apply to all communities.
- Free market forces are important in addressing challenges.

Principles:

These principles should apply to all levels of government as our communities develop. To this end, we offer these principles:

- **Local Responsibility** — Local governments are responsible for planning and land use decisions in their own jurisdictions in coordination and cooperation with other government entities.
- **State Leadership** — The State's role is to provide planning assistance, technical assistance, information and incentives for local governments to coordinate and cooperate in the management of growth.
- **Economic Development** — The State shall promote a healthy statewide economy and quality of life that supports a broad spectrum of opportunity.
- **Efficient Infrastructure Development** — State and local governments and the private sector should cooperate to encourage development that promotes efficient use of infrastructure and water and energy resources.
- **Housing Opportunity** — Housing choices and housing affordability are quality of life priorities and state and local governments should cooperate with the private sector to encourage both.
- **Conservation Ethic** — The public sector, private sector and the individual should cooperate to protect and conserve water, air, critical lands, important agricultural lands, and historical resources.

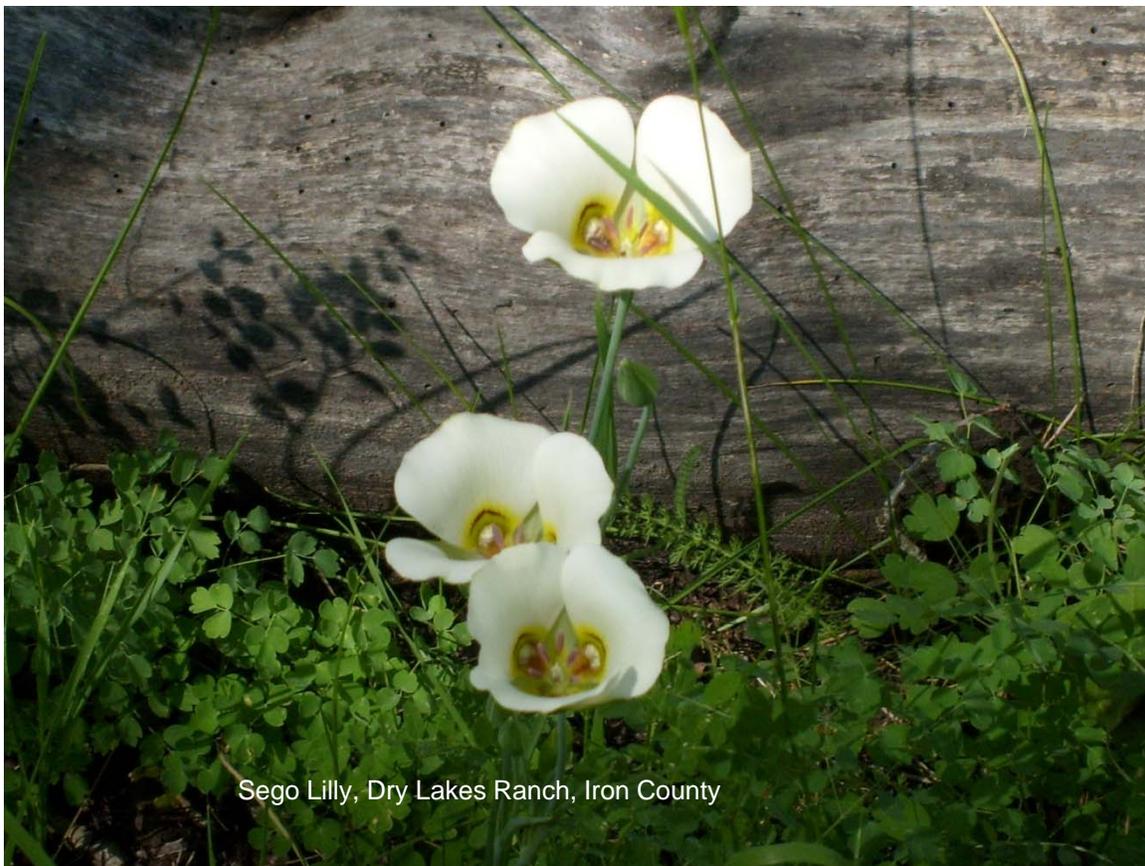
Utah Quality Growth Commission Annual Report

November 14, 2012



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Sego Lilly, Dry Lakes Ranch, Iron County

History of the Quality Growth Commission

The Quality Growth Commission was created in 1999 by the Quality Growth Act. It has three responsibilities:

1. Advise the Governor and the Legislature on Growth issues.
2. Assist Local Governments with Quality Growth Planning
3. Conserve Critical Lands by administering the LeRay McAllister Critical Land Conservation Fund.

2012 marks the thirteenth anniversary of the Quality Growth Commission and the LeRay McAllister Critical Land Conservation Fund.

Quality Growth Commission Membership

David Mansell, Utah Realtors Association, Chair
 Holly Daines, Logan City Council, Vice Chair
 Mike Styler, Utah Department of Natural Resources
 Leonard Blackham, Utah Department of Agriculture and Food
 Soren Simonsen, Salt Lake City Council
 Mike Butwinski, Park City Council
 Sally Elliott, Summit County Council
 Mike Kohler, Wasatch County Council
 Larry Ellertsen, Utah County Commissioner
 Flint Richards, Utah Farm Bureau
 Brent Tanner, Utah Cattlemen's Association
 Roger Wynn, Utah Home Builders Association
 Reed Erickson, Iron County, member at large

Advise and Assist

The Quality Growth Act Utah Code 11-38-202, requires the Commission to report annually to the Political Subdivisions interim Committee on the state of Quality Growth in Utah. This report fulfills that requirement. The first part of this report will address some of the exciting activities related to Quality Growth that are occurring Utah right now.

Local Government Planning Efforts: There are several important local , and regional planning efforts currently underway in Utah.



Utah State Capitol,
 Photo by John Bennett

*The Utah Quality
 Growth Commission
 has 13 members
 representing a
 diverse group of
 interests from
 agriculture, to home
 building to local
 governments. It has
 a state wide focus.*



Wasatch Choice for 2040 HUD Grant: Several years ago, the Wasatch Front Regional Council and the Mountainland Association Governments adopted the Wasatch Choice for 2040. This is a regional community vision that was supported by thousands of Utahns.

In 2011, the US Department of Housing and Urban Development awarded a \$5 million grant to Salt Lake County, WFRC, Mountainland AOG and many other partners to create a consortium to implement the Wasatch Choice for 2040 Vision. This effort includes creating innovative tools to track development costs and do scenarios planning as well as implementing these tools at “Catalytic Sites” to demonstrate their use various situations.

This HUD grant is in its second year, and the tools and demonstration projects should be completed in 2013. For more information about Wasatch Choice for 2040, go here: <http://www.wasatchchoice2040.com>

Unified Transportation Plan: The Unified Transportation Plan is an effort to unify transportation planning across the state. The Utah Department of Transportation, and all of the Metropolitan Planning organizations, Mountainland Association of Governments, Wasatch Front Regional Council, Cache Metropolitan Planning Organization, and Five County Association of Governments have all met together to coordinate transportation planning and funding decisions. This is first time this unified planning approach has been used anywhere in the United States. For more information about the Unified Transportation Plan go here: <http://www.mountainland.org/site/articles/view/1283>

This “Choice” focuses growth in activity centers located on our freeways, rail lines and boulevards. New transportation investments will serve these activity centers, areas of growth, and our region’s special districts – like the airports and the universities.



Killyon Canyon Project, 2009





City Creek Center is the centerpiece of one of the nation's largest mixed-use downtown redevelopment projects. This unique shopping center features a retractable glass roof, a creek that runs through the property, a pedestrian skybridge and over 100 stores and restaurants in a casual, pedestrian-friendly environment.

City Creek Center: The City Creek Center is a mixed use, transit oriented development in downtown Salt Lake City. It is one of the largest transit oriented developments in the United States. It brings together hundreds and apartments and condominiums with offices, and retail shopping opportunities, all located along the light rail line in Salt Lake City.

City Creek has received numerous design awards, both locally and nationally, and is a prime example of how Quality Growth Principles can be implemented in Utah.



Technical Assistance to Local Government

Provide tools to local governments: The Quality Growth Act requires the Commission to provide technical assistance to local governments to assist them with Quality Growth Planning. At one time, the Legislature appropriated funds to the Commission to provide planning grants to assist local governments. In recent years, the Commission has provided this technical assistance in the form of planning tools that local governments can use to assist them in fulfilling their planning responsibilities.

The Commission and GOPB Planning section have created several popular planning tools. These include:

- Rural Character Toolkit
- Land Use Ordinance Library
- Critical Lands Planning Toolkit, and others.

In addition, other state agencies have created tools that can be excellent planning resources. These include the Mapserve.Utah.Gov site which contains a local planning area where local governments can easily access all the geographic information maintained by the state. This information is available in a format that allows a local government to use the data even if they lack GIS capability.

SUPER TOOL

All of these tools are being linked together at a single portal called *SUPER Tool*—State of Utah Planning and Education Resource. If you would like to access SUPER it is available here: www.planning.utah.gov/super. SUPER also includes some innovative tools created by universities in Utah as well as free software programs that allow manipulation of data and graphics

New tools: We are currently working on expanding the SUPER Tool to include a section on Planning for Agriculture, and Planning for Air Quality. These tools should be added to the SUPER Tool in early 2013

First Principle

Local Responsibility: *Local governments are responsible for planning and land use decisions in their own jurisdictions in coordination and cooperation with other government entities.*

Second Principle

State Leadership: *The State's role is to provide planning assistance, technical assistance, information and incentives for local governments to coordinate and cooperate in the management of growth.*

***Principles of Quality Growth
 the Utah Quality Growth Commission***

LeRay McAllister Conservation Program

What is the LeRay McAllister Program? The LeRay McAllister Critical Land Conservation Fund was established by the Utah Quality Growth Act of 1999. It provides grants to local governments, state agencies and non-profit organizations to conserve, or restore, important agricultural lands, wildlife habitat, watershed, recreational lands, and culturally or historically important lands. The fund is administered by the Utah Quality Growth Commission. Staff for the Commission and the fund is provided by the Governors Office of Planning and Budget (GOPB).

What has it done? Since CY 1999 the Commission has approved 92 projects to conserve or restore more than 84,000 acres of Utah's critical lands. In that time, it spent about \$21 million from the LeRay McAllister Fund. This amount was matched by about \$174 million from local, state and Federal governments, and private donations, nearly a 9:1 ratio. These grants have been made in 19 of Utah's 29 counties. For more information about the conservation work of the Utah Quality Growth Commission see Appendix 1, and 2.

The Commission has not received an appropriation to the McAllister Program for the past two years. We are currently evaluating applications for the last of our carry over funds. Without a appropriation in the 2013 Legislature, the Commission will not be able to make any additional conservation grants.

Why do we need the LeRay McAllister Program?

Appendix 1 contains a spreadsheet detailing all of the projects currently completed or approved by the Commission. As you can see from the attached spreadsheet, the McAllister Program funds play a key role in accessing millions of dollars in Federal, Local and Private funding that makes conservation in Utah possible. Without the McAllister Program funds, protecting critical agricultural lands, watersheds, wildlife habitats and providing public access to our critical lands would be far more difficult.



Despain Ranch,
 Utah County

*Without the
 McAllister Program
 funds, protecting
 critical agricultural
 lands, watersheds,
 wildlife habitats
 and providing
 public access to our
 critical lands would
 be far more
 difficult.*

LeRay McAllister Fund One Pager



Summary LeRay McAllister fund Projects, CY 1999 to 2012



Principles of Quality Growth as adopted by the Utah Quality Growth Commission



**RIVERDALE CITY
PLANNING COMMISSION AGENDA
April 14, 2015**

AGENDA ITEM: D

SUBJECT: Consideration of meeting minutes from:
March 24, 2015 Work Session
March 24, 2015 Planning Commission

PETITIONER: City Recorder

ACTION REQUESTED BY PETITIONER: Approve minutes

INFORMATION: See attached minutes as follows:

[March 24, 2015 Work Session](#)

[March 24, 2015 Planning Commission](#)

[BACK TO AGENDA](#)



Minutes of the **Work Session** of the **Riverdale City Planning Commission** held Tuesday, **March 24, 2015** at 6:00 p.m. at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Blair Jones, Chairman
Steve Hilton, Commissioner
Kathy Eskelsen, Commissioner
Michael Roubinet, Commissioner
Cody Hansen, Commissioner

Members Excused: Lori Fleming, Commissioner
David Gailey, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and no members of the public.

Chairman Jones welcomed the Planning Commission members to the work session stating for the record that all were in attendance except for Commissioners Fleming and Gailey, who are excused. Community Development Director Michael Eggett gave a brief update on the Community Development Report informing the Planning Commission that they are invited to the Golden Spike Harley-Davidson ribbon cutting ceremony on April 10, 2015 and a grand opening celebration through April 11, which they are all welcome to attend. He said Bravo Arts Academy is currently framing the second floor of their new preschool and anticipates opening before the fall school year begins. Mr. Eggett said construction on phase two of the Riverdale Business Park has begun and the four units should be completed by the end of May. He said one perspective tenant is proposing a triathlon training facility if he can secure the minimum of eight parking spaces. Mr. Eggett said the Riverdale Fire Station remodel project is also nearly complete. According to Mr. Eggett, a new business is moving into the old Macy's building but he hasn't been authorized to make the announcement of the tenant public yet.

Chairman Jones asked for any changes or corrections to the previous meeting minutes and none were noted.

Chairman Jones said the only action item on the agenda is consideration of preliminary approval of a subdivision request for The Crossing at Mitchell Farms located at address 785 W. 4450 S. He said the land is currently owned by the Mitchell family trust but if the Planning Commission approves the subdivision request the Mitchells will sell the land to the developer Forrest Creek Construction, LLC. Mr. Eggett reviewed the staff reports included in the packet noting that the 50 foot minimum radius cul-de-sac length is acceptable to staff because that is what is allowed in the code for PRUDs of 10 or less. He said staff would like the Planning Commission to consider changing this section of

city code to reflect a minimum of 55 feet the next time the Design Standards and Technical Specifications manual of the city is amended. Mr. Eggett said the fire hydrant issue has been resolved to the satisfaction of staff and this proposed development does fit with the general plan's vision for the area, creating a buffer between residential and commercial in close proximity to the Riverdale Senior Center. He said all highlighted yellow items still need to be resolved and Commissioner Eskelsen asked if there are any items that should prevent the Planning Commission from approving this preliminary request and Mr. Eggett said they could just be noted in the motion. Mr. Eggett said the PRUD will utilize city utilities but the required inlet boxes will be privately maintained by the PRUD's HOA which will be required to submit an annual proforma showing how HOA dues are being used to maintain the PRUD. He said the developer's preliminary site plan shows 10 homes with the 40 percent required stone and brick and the other 60 percent of the homes in stucco or hardboard in earthy colors. Mr. Eggett said City Attorney Steve Brooks has been given a copy of the draft CC&Rs included in the packet and he is still waiting to hear back from Mr. Brooks. He said if the Planning Commission has no major concerns he is recommending a public hearing be set for April 14, 2015. No additional questions or comments were noted.

Chairman Jones asked for any discretionary items and Commissioner Hansen asked about the city's spring street sweeping policy for residents like his grandmother that live at the end of a cul-de-sac where rocks from the winter snowplowing accumulate.

Chairman Jones asked why staff reviews everything on the Community Development Report in the work session and not in the public meeting where anyone in attendance could hear about Riverdale's new developments and Mr. Eggett said he is trying to not be repetitive. There was consensus from the Planning Commission that reviewing the report during the work session allows the commissioners to ask development questions freely but if there are members of the public present the report should also be reviewed by Mr. Eggett in the public meeting to inform the public about new developments.

Chairman Jones asked why the city grinds sidewalks instead of using a cheaper concrete jacking process when the pavement is uneven and Mr. Eggett said public works staff does the work in house to save costs and is using the method they have found to be most effective in maintaining city walkways.

Mr. Eggett said the next time the Planning Commission schedules a public hearing he would like to hold a hearing to consider a flood plain ordinance between FEMA and Riverdale City so that homeowners will be able to continue qualifying for flood insurance. According to Mr. Eggett this is a change requested by FEMA, Riverdale has adopted similar ordinances in the past and FEMA will release new flood plain maps this summer which could benefit some residents as a result of fewer homes being listed in the new map flood plain areas. Commissioner Hilton asked how the new flood plain maps will affect the proposed new Riverdale Park on River Park Drive and Mr. Eggett said much of the new park land is located in the flood plain. Commissioner Hansen asked how this will impact what can be built on the new park land and Mr. Eggett said buildings could still be constructed if the city certifies and elevates the land in compliance with

engineering standards. Mr. Eggett explained that the ordinance language has references to shore lines and coastal areas that aren't applicable in Riverdale, Utah but FEMA wants consistency and has asked that they not be deleted. He asked the Planning Commission to set a public hearing to consider this FEMA flood plain ordinance that will benefit Riverdale residents on April 14, 2015.

There being no further business, the Planning Commission adjourned at 6:24 p.m.

Approved: April 14, 2015

Attest:

Blair Jones, Chairman

Ember Herrick, City Recorder

DRAFT



Minutes of the **Regular Meeting** of the **Riverdale City Planning Commission** held Tuesday, **March 24, 2015 at 6:30 p.m.** at the Riverdale Civic Center, 4600 South Weber River Drive.

Members Present: Blair Jones, Chairman
Steve Hilton, Commissioner
Kathy Eskelsen, Commissioner
Michael Roubinet, Commissioner
Cody Hansen, Commissioner

Members Excused: Lori Fleming, Commissioner
David Gailey, Commissioner

Others Present: Michael Eggett, Community Development Director; Ember Herrick, City Recorder and four members of the public including Ashley Andersen, Lorri Thurgood, Nick Thurgood, and Drew Mitchell.

A. Welcome & Roll Call

Chairman Jones welcomed everyone to the meeting and stated for the record all members of the Planning Commission are present except for Commissioners Fleming and Gailey, who are excused.

B. Presentations and Reports

Community Development Director Michael Eggett gave a brief update on the Community Development Report inviting the public to the Golden Spike Harley-Davidson grand opening celebration April 10 and 11, 2015. He said Bravo Arts Academy is currently framing the second floor of their new preschool and anticipates opening before the fall school year begins. Mr. Eggett said construction on phase two of the Riverdale Business Park has begun and the four units should be completed by the end of May with one perspective tenant proposing a triathlon training facility if he can secure the minimum eight parking spaces. Mr. Eggett said the Riverdale Fire Station remodel project is also nearly complete. According to Mr. Eggett, a new business is moving into the old Macy's building but he hasn't been authorized to make the announcement of the tenant public yet. Mr. Eggett asked for any questions and none were noted.

C. Open Communications

Chairman Jones asked for any open communications and there were none.

D. Consent Items

- 1. Consideration of meeting minutes from:
February 24, 2015 Work Session
February 24, 2015 Planning Commission**

Chairman Jones asked for any changes or corrections to the previous meeting minutes and none were noted.

Motion: Commissioner Eskelsen moved to approve the consent items. Commissioner Roubinet seconded the motion.

There was no discussion on the motion.

Call the Question: The motion passed unanimously.

E. Action Items

**1. a. Consideration of preliminary approval of a subdivision request
The Crossing at Mitchell Farms at address 785 W. 4450 S.**

**b. Discussion of PRUD requirements for a subdivision request The Crossing at
Mitchell Farms at address 785 W. 4450 S. and consideration of setting a
public hearing for April 14, 2015**

Chairman Jones said the only action item on tonight's agenda is consideration of preliminary approval of a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. Mr. Eggett said Forrest Creek Construction is the petitioner who is represented by Lorri Thurgood tonight and the PRUD development follows the Planning Commission's recent decision to rezone the Mitchell Family Trust land from mixed use to R-2, at the petitioner's request. He said if this preliminary request is approved by the Planning Commission the Mitchell Family Trust will sell the land to Forrest Creek Construction to be developed into a 10 unit PRUD for empty nesters with a new road being built to access the housing development. Mr. Eggett said because this development requires an overlay, a public hearing will be required and he reviewed Riverdale City Code 10-21 and 22 which outlines the requirements for PRUDs in Riverdale. He said that the City Engineer's fire hydrant concern has been resolved and he reviewed all outstanding items that must be addressed before a final review of this project including: cover sheet requirements, elevations and signage, and designation on the plan of utility line placement. Mr. Eggett said this land use coincides with Riverdale's General Plan, creating a buffer between a commercial and residential zone and he said the City Engineer is comfortable with this proposal moving forward with the Planning Commission' preliminary approval.

Chairman Jones asked for any questions and Commissioner Hilton asked Ms. Thurgood if her company has any reservations about its ability to resolve the outstanding plan requirements. Ms. Thurgood said Riverdale's preliminary review process has been so thorough that she is confident a final review will be ready for the next Planning Commission meeting on April 14, 2015. Commissioner Eskelsen asked if Riverdale's Fire Chief Roger Bodily has evaluated the side setbacks and she said the five foot distance is very narrow and she has concerns emergency responders won't be able to access the rear of these buildings safety in an emergency situation if homeowners put in side fences. Mr. Eggett said he will bring this concern to Chief Bodily's attention and will report back to the Planning Commission at their next meeting. He said a possible solution might be to prohibit side fences in this PRUD and Ms. Thurgood said the entire development will be fenced and she doesn't have any concerns against a side yard fence ban if Chief Bodily determines it is necessary for safety. Chairman Jones asked what type of fencing is being proposed for the development and Ms. Thurgood said a tan vinyl fence is planned. There were no additional comments or questions noted.

Motion: Commissioner Hilton moved to grant preliminary approval of a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S.
Seconded by Commissioner Hansen.

There was no discussion on the motion.

Call the Question: The motion passed unanimously.

Motion: Commissioner Hilton moved to set a public hearing on April 14, 2015 to receive public comment on a subdivision request The Crossing at Mitchell Farms at address 785 W. 4450 S. Commissioner Eskelsen seconded the motion.

There was no discussion on the motion.

Call the Question: The motion passed unanimously.

Mr. Eggett asked the Planning Commission to also set a public hearing on April 14, 2015 to consider updating a FEMA flood plain ordinance that will benefit Riverdale residents who live in the flood plain and are required to have flood insurance.

Motion: Commissioner Eskelsen moved to set a public hearing on April 14, 2015 to receive and consider public comment on a proposed flood plain ordinance with FEMA. Commissioner Roubinet seconded the motion.

There was no discussion on the motion.

Call the Question: The motion passed unanimously.

F. Discretionary Items

Chairman Jones asked for any discretionary items and none were noted.

G. Adjournment

Motion: There being no further business to come before the Planning Commission, Commissioner Hansen moved to adjourn the meeting. Commissioner Roubinet seconded the motion. The motion passed unanimously. The meeting adjourned at 6:48 p.m.

Approved: April 14, 2015

Attest:

Blair Jones, Chairman

Ember Herrick, City Recorder

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
April 14, 2015**

AGENDA ITEM: E1

- SUBJECT:** 1. a. Public hearing to receive and consider public comment on a proposed conditional use permit for a Planned Residential Unit Development at The Crossing at Mitchell Farms at address 785 W. 4450 S.
- b. Consideration of a recommendation for final approval of a subdivision request The Crossing at Mitchell Farms at address 785 W. 4450 S.
- c. Consideration of recommendation for approval of a proposed conditional use permit for a Planned Residential Unit Development at The Crossing at Mitchell Farms at address 785 W. 4450 S.

PETITIONER: Forest Creek Construction, LLC Represented by Hugh Parke and/or Lorri Thurgood

INFORMATION:

[Notice of Public Hearing and Proof of Publication](#)

[Exec Summ Final Mitchell Farms – PlanComm \[20150414\]](#)

[Mitchell Farms Final Subdiv PC Review - 20150414](#)

[Dept Staff Reports – Mitchell Farms \[20150410\]](#)

[Eng Approval letter – 4-10-2015](#)

[Mitchell Farms – App Res Sub](#)

[Updated Final Plat Dwg - 20150409](#)

[Updated Site Plan Dwg - 20150409](#)

[PC Exec Summ – Final CUP for PRUD – \[20150414\]](#)

[Mitchell Farms Final PRUD Cond Use Review - 20150408](#)

[Mitchell Farms – PRUD Dev App](#)

[The Crossing at Mitchell Farms – PRUD Statements](#)

[Mitchell Farms – Proposed Annual Proforma](#)

[Mitchell Farms – Double Garage Plans](#)

[Mitchell Farms – Triple Garage Plans](#)

[Mitchell Farms CCR’s Complete 20150410](#)

[BACK TO AGENDA](#)



March 26, 2015

Notice of Public Hearing

Riverdale City gives notice that on Tuesday, April 14, 2015, during the regular Planning Commission meeting, which begins at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah the Riverdale Planning Commission will hold public hearings to receive and consider public comment on a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. and on proposed changes to RCC 10-27 amending Riverdale's flood plain ordinance with FEMA. Public comment is invited.

- The public is invited to attend all public meetings.
- In compliance with the Americans with Disabilities Act, persons who have need of special accommodations should contact the City Recorder at 394-5541.

March 26, 2015

TO: Standard Examiner Legal Notices

PUBLIC NOTICE

Riverdale City gives notice that on Tuesday, April 14, 2015, during the regular Planning Commission meeting, which begins at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Riverdale Planning commission will hold public hearings to receive and consider public comment on a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. and on a proposed flood plain ordinance with the Federal Emergency Management Agency. Public comment is invited.

Publish one time on or before April 4, 2015.

PROOF OF PUBLICATION REQUIRED

Please acknowledge receipt of notice by return fax or e-mail to:

eherrick@riverdalecity.com

Ember Herrick

City Recorder

Fax: 801-399-5784

Phone: 801-394-5541 ext 1232

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Affidavits: 1

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AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

PUBLIC NOTICE

Riverdale City gives notice that on **Tuesday, April 14, 2015**, during the regular Planning Commission meeting, which begins at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Riverdale Planning commission will hold public hearings to receive and consider public comment on a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. and on a proposed flood plain ordinance with the Federal Emergency Management Agency. Public comment is invited.

Pub.: April 4, 2015.

571450



Planning Commission Executive Summary

For the Commission meeting on: 04-14-2015

Petitioner: Forest Creek Construction, LLC;
Represented by Hugh Parke and/or Lorri Thurgood

Summary of Proposed Action

Forest Creek Construction, LLC have applied for a Residential Subdivision Site Plan review and approval The Crossing at Mitchell Farms development, a proposed Planned Residential Unit Development (PRUD) subdivision located at approximately 785 West 4450 South in a Residential R-2 zone. The proposed subdivision site plan is before the Planning Commission at this time for final review and consideration of a Commission recommendation for approval. A public hearing is scheduled during this meeting to consider the proposal as a conditional use overlay for the PRUD element of this plan. The discussion of the PRUD conditional use request will follow the final review of the proposed site plan. Following the presentation and discussion of the final site plan proposal, the Planning Commission may make a motion to recommend City Council approval, City Council approval with additional requirements, or no support for City Council approval of the proposed The Crossing at Mitchell Farms PRUD final site plan.

Title 10 Ordinance Guidelines (Code Reference)

This PRUD Development/Residential Subdivision Site Plan review is regulated under City Code 10-21 "Subdivisions", 10-22 "Planned Residential Unit Development", and is affected by City Codes 10-9C "Single Family and Single-Family with Rental Unit Residential Zone (R-2)", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access" and 10-19 "Conditional Uses" (as it relates to the PRUD overlay application; refer to following agenda item, executive summary, and supporting documentation).

The petitioner's properties are currently listed in the County Records under the ownership of the Mitchell Family Trust. These properties are undeveloped and have been maintained as agricultural properties or otherwise unused land for many years. Recently, the City approved the rezoning of a portion of this property from Regional Commercial C-3 to the Single-Family Residential (R-2) zone. At this time, the Mitchell Family is planning to finalize the selling of their property to Forest Creek Construction, LLC if the proposed PRUD development becomes approved by City leadership in the future.

Attached with this executive summary is a supplementary document addressing items on the Preliminary Site Plan application and as directed by 10-21 of the City Code. Also attached, following this executive summary, are comments from the contracted City Engineer, Public Works Department, Fire Department, and Police Department. The Planning Commission should discuss these summaries and any concerns raised by staff.

Staff encourages the Planning Commission to review this matter, including concerns outlined herein, and then discuss with the petitioner any outstanding concerns associated with this application. Staff would then recommend that the Planning Commission consider making a motion to recommend City Council approval, City Council approval with additional requirements, or no support for City Council approval of the proposed The Crossing at Mitchell Farms PRUD final site plan.

General Plan Guidance (Section Reference)

The General Plan use for this area is currently set as "Mixed Use - Transitional" and "Residential - Low Density" and this proposed project complies with these land uses.

Legal Comments - City Attorney

Steve Brooks, Attorney

Administrative Comments - City Administrator

Rodger Worthen, City
Administrator



Final Subdivision/Site Plan Review – The Crossing at Mitchell Farms PRUD Subdivision Approximately 785 West 4450 South

Completed by Mike Eggett, Community Dev. Director on 4/7-9/2015

Recommendation: City staff recommends that the Planning Commission examine and review items associated with this final subdivision review and make a motion to recommend City Council approval of the final subdivision plans or not recommend approval with appropriate findings. Items of consideration or note have been highlighted in yellow for potential discussion purposes. Should this final subdivision plan receive a positive recommendation from the Planning Commission, the final subdivision review of this plan would be anticipated to be set for the next City Council meeting. Please note that this is a PRUD plan and the PRUD will need to be approved as a conditional use overlay for this project area.

Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting)	February 10, 2015
Date Application Submitted to City:	February 10, 2015
Date Fee Paid:	Paid on February 10, 2015 (see receipt for detail)
Subdivision/Site Plan – Preliminary Requirements	Departmental Review Comments
<i>COVER SHEET</i>	
<u>Title Block</u>	
Project name and address	The Crossing at Mitchell Farms P.U.D., 785 West 4450 South, Riverdale, Utah
Owner’s name, address, and phone number	Forest Creek Construction; 1274 W Jack D Drive #3, Layton, Utah 84041; 801-564-0960
Developer’s name, address, and phone number	Forest Creek Construction; 1274 W Jack D Drive #3, Layton, Utah 84041; 801-564-0960
Approving agency’s name and address: Questar, CenturyLink, Rocky Mountain Power	Signature box identified as “utility approval” with agencies shown (shown on page C-4 design draws)
Consulting Engineer’s name, address, and phone number	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236
Licensed Land Surveyor’s name, address, phone number, signature, and seal	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236; signature and seal shown on large format plat

Date	Yes – April 2, 2015
Revision block with date and initials	Revision block shown with date and initial location
Sheet number and total sheets	Shown
<u>General</u>	
Street names	Yes, shown on drawing
Layouts of lots with lot numbers with U.S.P.O. approved addresses	Yes, Lots 1 to 10 numbered and identified with addresses; PRUD open space parcels identified
Adjacent tract ownership and tax identification numbers	Yes, shown on drawing
Scale (minimum 1"=50' to 1"=10')	Yes, scale is showing within allowed range
North arrow	Yes
Existing easements, structures, and utility lines: Approval to cross, use, or relocate	None shown on drawing; <u>unknown if any of these exist and need to be crossed, used or relocated for the development</u>
Space for notes (3" x 3")	Yes, adequate space available
5' contours	Yes, contour lines shown
Public areas	Sidewalks, right-of-way, curbing, and park strips along roads shown and open space areas identified
<u>Vicinity Map</u>	
Street names	Yes, shown
Site location	Yes, shown
North arrow	Yes, shown
Scale	Not shown on vicinity map, other than note that says "N.T.S." (not to scale)
<i>PLAT SHEET</i>	
<u>Title Block</u>	
Project name and address	The Crossing at Mitchell Farms P.U.D., 785 West 4450 South, Riverdale, Utah
Approving agency's name and address: Questar, CenturyLink, Rocky Mountain Power	Signature box identified as "utility approval" with agencies shown (shown on page C-4 design draws)
Consulting Engineer's name, address, and phone number	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236
Consulting Engineer's stamp, signature, and license expiration date	Surveyor stamp, signature and license expiration date provided on large format plat; Engineer watermark reflected in lower left corner

Date	No date shown on plat; signature date April 2, 2015 and date on cover sheet is April 2, 2015
Names of approving agents with titles, stamps, signatures, and license expiration dates	“Utility approval” box shown on design drawings; <u>name of approving agents, titles, stamps, signatures, and expiration dates not shown on plat</u>
Names of approving departments (Attorney, City Engineer, Planning Commission, Mayor, Recorder)	Signature lines for approving departments shown
<u>Layout</u>	
Street Names	Yes, shown on plat
Layouts of lots with lot numbers	Yes, Lots 1 to 10 numbered and identified with addresses; PRUD open space parcels identified
Bearings and distances for all property lines and section ties	Yes, shown
Boundary and legal description	Yes, shown
Adjacent tract ownership and tax identification numbers	Yes, shown on design drawings
Scale (minimum 1”=50’)	Yes, scale is showing within allowed range
North arrow	Yes
Owner’s dedication certificate for subdivision (Notary Acknowledgement)	Yes, shown
Landscaping (location and type with area calculations)	Calculations shown on land use table of design drawings
Location of exterior lighting devices, signs, and outdoor advertising	New light poles shown and street sign/stop sign location shown, <u>may inquire as to potential placement of any other exterior element (design)</u>
Location of underground tanks, dumpsters, etc	Location of underground retention basins noted in open space areas (design drawings)
<u>Additional Information</u>	
Benchmark	Yes
Basis of bearings	Yes
Legend	Yes, shown
<i>PLAN AND PROFILE SHEETS</i>	
Project name and address	The Crossing at Mitchell Farms P.U.D., 785 West 4450 South, Riverdale, Utah
Approving agency’s name and address	Signature box identified as “utility approval” with agencies shown; (page C-4)
Consulting Engineer’s name, address, and phone number	Hill & Argyle, Inc.; 181 North 200 West, Suite #4, Bountiful, Utah 84010; 801-298-2236
Date	Yes – April 9, 2015

Scale	1"=20', yes shown
Revision block with date and initials	Revision block shown with date and initial location
Sheet number and total sheets	Shown, <u>11 sheets noted but 10 sheets provided</u>
<u>General</u>	
North arrow	Yes, shown
Street names	Yes, shown on drawing
Lot numbers	Yes, Lots 1 to 10 numbered and identified with addresses; PRUD open space parcels identified
Reference to sheets showing adjacent areas	Yes on cover page and page C-4
Center line stationing	Yes, center line identified
Existing natural ground	Yes, identified
<u>New and Existing Buildings</u>	
Height and Size	Height = 23' at peak, Size = 1586 sq. ft. and 1622 sq. ft. plans; refer to attached building drawings; conceptual building footprints shown on final site plan sheet (C-4)
Location, setbacks, and all dimensions	Yes, shown on final site plan page (C-4); conceptual building footprints also shown
Type of construction	Brick, stucco, plank or stone per the PRUD app
Type of occupancy and proposed uses	R-2 Residential homes with PRUD overlay application approval (<u>req's Conditional Use Permit</u>)
Show handicapped access	Handicapped access ramps shown at corners
<u>New and Existing Walls and Fences</u>	
Location, design, and height	Existing fences shown; proposed fencing will be tan vinyl subject to city fencing standards
Materials proposed for construction	Tan vinyl proposed
<u>New and Existing Parking</u>	
Location, area, and layout of off-street parking (size of stalls, regular and handicapped)	Cannot identify exact off-street parking availability, but appear sufficient to meet code req of minimum of 2 spaces per building garages; refer to City 10-15 for more;
<u>New and Existing Ingress and Egress</u>	
Location and size of points of ingress and egress for motor vehicles and internal circulation pattern	Points of lot ingress/egress; <u>driveway locations not identified at this time</u>
<u>New and Existing Streets</u>	

Center lines	Yes, this is shown
Right-of-way lines	Yes, this is shown
Face of curb lines	Yes, this is shown
Centerline slope	Yes, this is shown
Signing and striping	Yes, this is shown on C-5, <u>the symbol numbering needs to be correct to "09" and not "06"</u>
Light poles	Yes, this is shown
Street lights	Yes, this is shown
Street name signs	Yes, this is shown on C-5, <u>the symbol numbering needs to be correct to "09" and not "06"</u>
Stop signs	Yes, this is shown on C-5, <u>the symbol numbering needs to be correct to "09" and not "06"</u>
UDOT approval (if required for project)	Not applicable
Sidewalk (4' side with 4" of road base or 6' side with 6" of road base through the approach)	Yes, this is shown
Planting Strip	Yes, this is shown
<u>New and Existing Storm Drainage</u>	
Top of curb elevations	Yes, this is shown
Slope of gutter (minimum 0.5%)	Yes, this is shown
Manholes	Yes, access points for storm drainage shown
Invert elevations	Yes, shown on C-6; <u>defer to City Engineer for more</u>
Length, size, slope, and type of mains and laterals	Shown on preliminary plat sheet, <u>will need to be installed in conformance to size, type, and slope standard or Riverdale City per note</u>
Location of catch basins (every 500' to 800')	Catch basin and retention basins shown; <u>defer to City Engineer for more</u>
Ditches, location and ownership	None shown in or nearby project
Approval to pipe, reroute or use	Not shown or noted, if approval is necessary
Calculations for retention system	Yes, this is shown in lower left hand corner; <u>defer to City Engineer for more</u>
<u>New and Existing Sanitary Sewers</u>	
Manholes	Yes, this is shown
Invert elevations	Yes, this is shown

Length, size, type, and slope of mains and laterals	Yes, this is shown; <u>will need to be installed in conformance to size, type, and slope standard of Riverdale City as noted</u>
<u>New and Existing Water Lines</u>	
Length, size, type, and slope of mains and laterals	Yes, this is shown; <u>will need to be installed in conformance to size, type, and slope standard of Riverdale City as noted</u>
Location, size, and type of water meters, valves, and fire hydrants	Water meter locations identified; location of connection shown <u>but valves not shown</u> ; location of new fire hydrants shown; <u>will need to be installed in conformance to size, type, and slope standard of Riverdale City as noted</u>
<u>New and Existing Gas Lines</u>	
Size and type	<u>No new and existing gas lines shown</u> ; <u>referenced on the legend on C-2 and maybe none existing</u>
<u>New and Existing Electrical Lines</u>	
Size, location, and type	<u>No new and existing electrical lines shown</u> ; <u>referenced on the legend on C-2 and maybe none existing</u>
Location of power poles	No existing power poles shown if in project area
<u>New and Existing Telephone Lines</u>	
Location of poles, junction boxes, and manholes	<u>No new and existing telephone lines, boxes, or poles shown</u> ; <u>referenced on the legend on C-2 and maybe none existing</u>
<u>New and Existing Cable TV Lines</u>	
Location of lines (if applicable)	<u>Not currently identified, if applicable</u>
<i>DETAILED DRAWINGS</i>	
Cross section of roadway (minimum 8" road base and 3" asphalt)	Yes, this is shown
Cross section of curb and gutter (standard 30" high back)	Yes, this is shown
Gutter inlet box with bicycle safe grate	Yes, this is shown
Cleanout box	Yes, this appears to be shown; <u>defer to City Engineer for more</u>
Thrust blocking	Yes, this is shown
Special energy dissipating or drop manholes	None shown if applicable
<i>ADDITIONAL INFORMATION</i>	
Soils report	Yes, this has been provided; <u>defer to City Engineer</u>

Drainage and runoff calculations	Yes, this is shown in lower left hand corner; <u>defer to City Engineer</u>
Water right transfer documentation	Not provided (not needed for this project)
Copy of protective covenants, codes, and regulations for development	Yes, these have been provided in draft format for final review
8 ½" x 11" copy of plat	Yes, this has been provided
<u>OTHER ITEMS</u>	
Building elevation renderings	Yes, uncolored concept renderings for the elevation have been provided
Zoning compliance	Yes, R-2, <u>contingent upon Conditional Use Permit approval by Planning Commission for Planned Unit Residential Development use on lots</u>
Use compliance	Yes, R-2, <u>contingent upon Conditional Use Permit approval by Planning Commission for Planned Unit Residential Development use on lots</u>
Engineering comments and letter of approval recommendation	Engineering comments, along with Public Works, Fire Department, and Police Department comments have been provided
All Planning Commission and City Staff conditions for approval have been met	In process – currently final recommendation of the subdivision needs to be provided by Planning Commission and CUP for PRUD needs to be supported by the Planning Commission before advancing to review for approval by City Council

DEPARTMENTAL STAFF REPORTS UPDATE – 2/12/2015 through
4/1/2015

From: Roger Bodily – Fire Department
Sent: Wed 4/1/2015 9:22 AM
To: Mike Eggett
Subject: MITCHELL FARMS FENCING

MIKE:

This email is regarding the question of fencing in the Mitchell farms subdivision.

The fire department has no problem with privacy fences being placed between the homes. We do not need to access the rear property with our trucks and therefore, we would use hose lines and hand tools.

The fences do not pose a major concern for us.

If you have any questions, please let me know..

Thanks...

Roger M. Bodily, Fire Chief

Riverdale City Fire Department

4334 S. Parker Drive

Riverdale, Utah 84405

801-436-1284 Office

801-940-2004 Cell

NO NEW COMMENTS PROVIDED FROM PRELIMINARY REVIEW

From: Shawn Douglas
Sent: Wed 3/18/2015 3:25 PM
To: Mike Eggett
Subject: RE: Mitchell Farms

Mike, Scott covered the items I would like to see addressed in his review letter.sd

[Shawn Douglas](#)

[Riverdale City Public Works](#)

[801-394-5541 Ext. 1217](#)

Riverdale City

4600 S. Weber River Drive

Riverdale, UT 84405

NO NEW COMMENTS PROVIDED FROM PRELIMINARY REVIEW

From: Dave Hansen

Sent: Thu 2/12/2015 11:35 AM

To: Mike Eggett

Subject: RE: The Crossing At Mitchell Farm P.U.D.

Wow really small lots. I think they call these California lots. I am a little nervous about the high density. I take it that these are patio homes. Thanks for sharing this with us.

Dave

10 April 2015

Riverdale City
4600 South Weber River Drive
Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director/RDA Deputy Executive Director
Proj: **The Crossing at Mitchell Farms - PUD**
Subj: Plat & Improvement Drawings – Approval Recommendation

Dear Mike,

I have reviewed the recent submittal of the Plat and the Improvement Drawings and find them meeting the Riverdale City Standards. I herewith recommend approval of the Plat and the Improvement Drawings.

General Comment:

1. An **electronic copy** of the completed Plat and Improvement Plan drawings must now be submitted to the Public Work Department via our office for record keeping upon completion and approval of the subdivision drawings.

Should you have any questions feel free to contact our office for clarifications.

Sincerely,

CEC, Civil Engineering Consultants, PLLC.



N. Scott Nelson, P.E.

City Engineer

Cc. Shawn Douglas, Public Works Director
Jeff Woody, Building Official and Inspector



Riverdale City

Community Development
4600 So. Weber River Drive
Riverdale, Utah 84405

RIVERDALE CITY PLANNING COMMISSION APPLICATION FOR RESIDENTIAL SUBDIVISION SITE PLAN APPROVAL

CASE No: 2015-01 DATE SUBMITTED: February 10, 2015

APPLICANT'S NAME: FOREST CREEK CONSTRUCTION, LLC

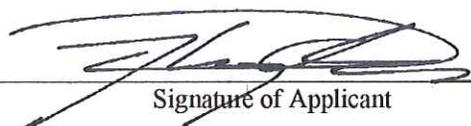
ADDRESS: 392 North 3050 West - Layton, Utah 84041

PHONE: 801 564-0960 TAX I.D. No: 87-0588071

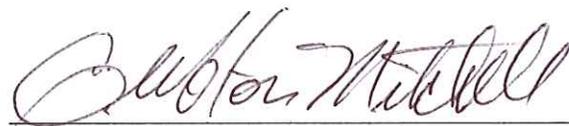
ADDRESS OF SITE: Approx 4450 South 700 West - Riverdale City

APPLICANT'S INTEREST: Subdivide into 10 Building Lots for PRUD

Application is hereby made to the Riverdale City Planning Commission requesting that a residential subdivision consisting of Ten (10) lots be approved on 2.13 Acres of property in the R-2 zone in accordance with the attached site plan.
(number of lots) (sq. ft./acreage)

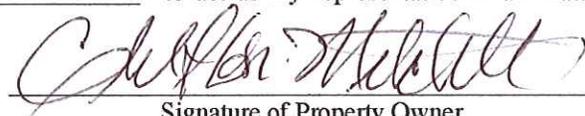


Signature of Applicant



Signature of Property Owner

I authorize Forest Creek County H.I. Parke to act as my representative in all matters relating to this application.



Signature of Property Owner

NOTE: A fee will be charged at the time the site plan is submitted for review - \$100 per lot/unit
Fee: \$ 1000.00 Date paid: Feb. 10, 2015

Planning Commission sets public hearing: Yes No Date of Public Hearing: _____
Planning Commission scheduled to hear this application for site plan approval on:
Date: _____ Decision of Commission: _____
City Council sets public hearing: Yes No Date of Public Hearing: _____
City Council scheduled to hear this application for site plan approval on:
Date: _____ Decision of Council: _____

RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.487961

Feb 10, 2015

FOREST CREEK CONSTRUCTION

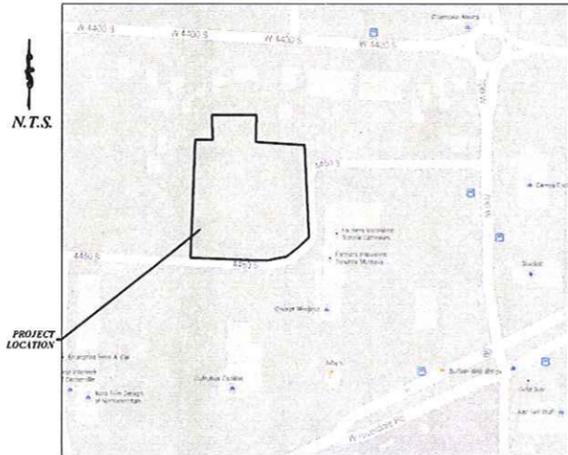
Previous Balance:		.00
MISCELLANEOUS - PRUD APP FEE		500.00
10-34-1500 ZONING & SUB. FEES		
MISCELLANEOUS - SUBDIVISION FEE		1,000.00
10-34-1500 ZONING & SUB. FEES		
<hr/>		
Total:		1,500.00
<hr/>		
CHECK	Check No: 1291	1,500.00
Total Applied:		1,500.00
<hr/>		
Change Tendered:		.00
<hr/>		

Duplicate Copy

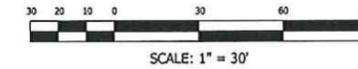
02/10/2015 04:58PM

THE CROSSING AT MITCHELL FARMS P.U.D.

785 WEST 4450 SOUTH
 PARCELS 06-018-0008, 06-018-0009, 06-018-00016, 06-018-0017, 06-018-0018, 06-018-0019
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.B. & M.
 RIVERDALE CITY, WEBER COUNTY, UTAH



LOCATION MAP



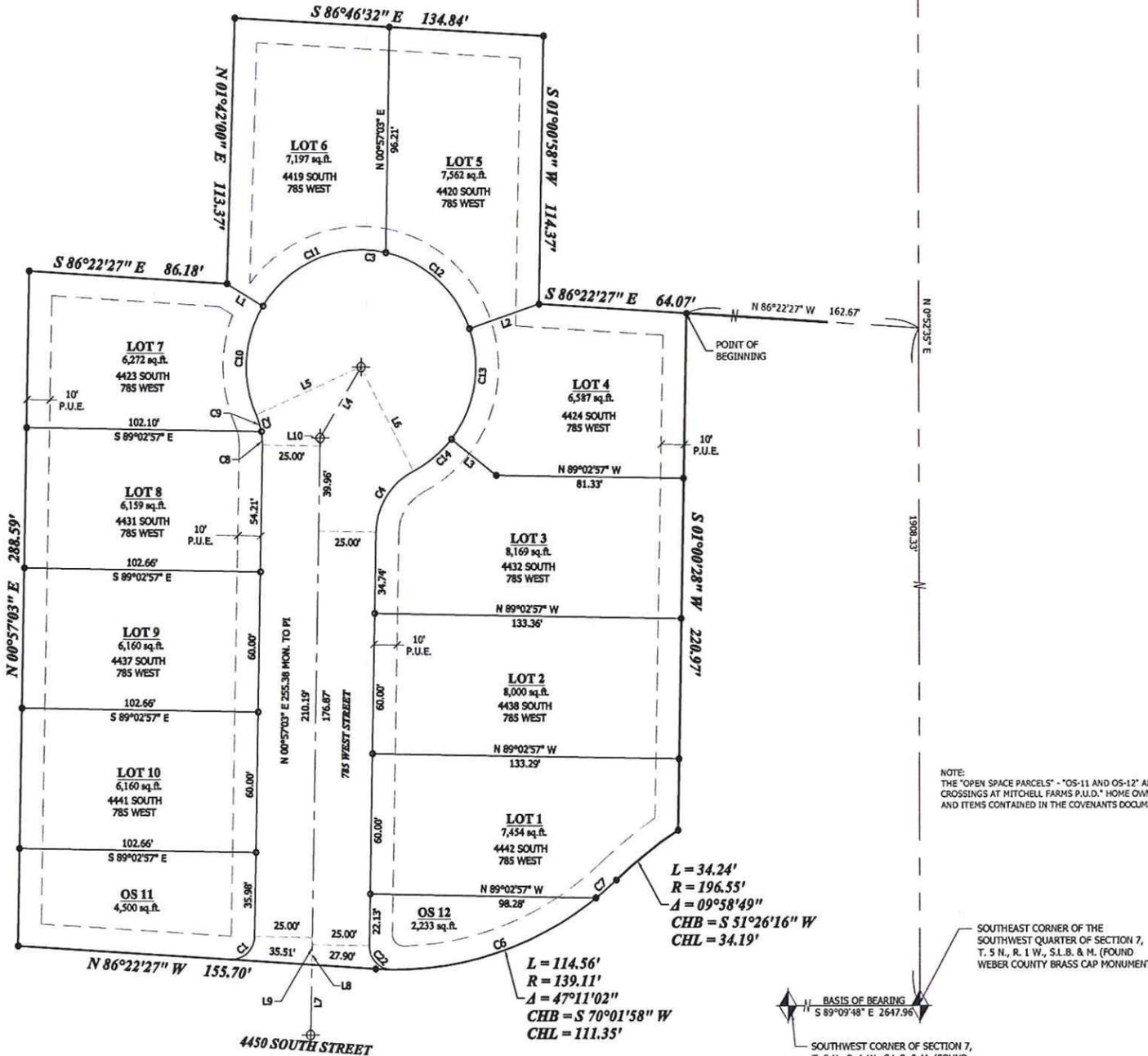
NORTHEAST CORNER OF THE
 SOUTHWEST QUARTER OF SECTION 7,
 T. 5 N., R. 1 W., S.L.B. & M. CALCULATED
 POSITION BASED ON WEBER COUNTY
 BEARING SHEETS)

LINE TABLE

LINE	BEARING	LENGTH
L1	N 58°40'22" W	18.29'
L2	S 70°53'27" W	32.15'
L3	N 51°52'18" W	25.00'
L4	S 30°28'10" W	35.19'
L5	N 62°50'51" E	50.00'
L6	S 19°27'18" E	50.00'
L7	N 00°57'03" E	30.03'
L8	N 00°57'03" E	8.55'
L9	N 00°57'03" E	11.65'
L10	N 00°57'03" E	3.55'

CURVE TABLE

CURVE	RADIUS	LENGTH	Δ	CHB	CHL
C1	10.00'	16.17'	92°40'30"	N 47°17'18" E	14.47'
C2	30.00'	7.41'	14°08'46"	N 17°15'34" W	7.39'
C3	50.00'	62.03'	71°05'07"	S 66°52'12" W	58.13'
C4	30.00'	32.42'	61°54'51"	S 31°54'29" W	30.86'
C5	10.00'	15.76'	90°17'07"	S 44°11'31" E	14.18'
C6	139.11'	95.78'	39°26'58"	N 70°56'27" E	93.90'
C7	139.11'	11.59'	04°46'31"	N 48°49'42" E	11.59'
C8	30.00'	5.83'	11°08'14"	N 04°37'04" W	5.82'
C9	30.00'	7.41'	14°08'46"	N 17°15'34" W	7.39'
C10	50.00'	48.57'	55°39'35"	S 03°29'50" W	46.68'
C11	50.00'	62.03'	71°05'07"	S 66°52'12" W	58.13'
C12	50.00'	51.04'	58°29'09"	N 48°20'41" W	48.85'
C13	50.00'	49.94'	57°13'48"	N 09°30'48" E	47.89'
C14	50.00'	21.59'	24°44'12"	N 50°29'48" E	21.42'
C15	139.11'	7.19'	02°57'34"	S 87°51'17" E	7.18'



NOTE:
 THE "OPEN SPACE PARCELS" - OS-11 AND OS-12 ARE TO BE MAINTAINED BY THE
 CROSSINGS AT MITCHELL FARMS P.U.D. HOME OWNERS ASSOCIATION PER SCHEDULES
 AND ITEMS CONTAINED IN THE COVENANTS DOCUMENTS (CC & R).

SOUTHWEST CORNER OF THE
 SOUTHWEST QUARTER OF SECTION 7,
 T. 5 N., R. 1 W., S.L.B. & M. (FOUND
 WEBER COUNTY BRASS CAP MONUMENT)

BASIS OF BEARING
 S 89°09'48" E 2647.96'

SOUTHWEST CORNER OF SECTION 7,
 T. 5 N., R. 1 W., S.L.B. & M. (FOUND
 U.S.G.S. BRASS CAP MONUMENT)

SURVEYOR'S CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS
 PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE
 AUTHORITY OF THE OWNERS I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND
 SHOWN ON THIS PLAT AND DESCRIBED HERewith AND PURSUANT TO SAID TRACT OF LAND
 HEREAFTER TO BE KNOWN AS THE CROSSING AT MITCHELL FARMS P.U.D., AND THAT THE
 SAME HAS BEEN CORRECTLY SURVEYED AS SHOWN ON THIS PLAT.

DATE _____ UTAH SURVEYOR NO. 166385
 HILL & ARGYLE, INC.
 801 298-2236

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT
 LAKE BASE AND MERIDIAN.
 BEGINNING AT A POINT BEING LOCATED NORTH 0°52'35" EAST 1908.33 FEET ALONG THE EAST LINE
 OF SAID SOUTHWEST QUARTER AND NORTH 86°22'27" WEST 162.67 FEET FROM THE SOUTHEAST
 CORNER OF SAID SOUTHWEST SECTION; RUNNING THENCE SOUTH 1°00'28" WEST 220.97 FEET;
 THENCE ALONG THE ARC OF A 196.55 FOOT RADIUS CURVE TO THE LEFT 34.24 FEET, HAVING A
 CENTRAL ANGLE OF 9°58'49", CHORD BEARS SOUTH 51°26'16" WEST 34.19 FEET; THENCE ALONG
 THE ARC OF A 139.11 FOOT RADIUS CURVE TO THE RIGHT 114.56 FEET, HAVING A CENTRAL ANGLE
 OF 47°11'02", CHORD BEARS SOUTH 70°01'58" WEST 111.35 FEET; THENCE NORTH 86°22'27" WEST
 155.70 FEET; THENCE NORTH 0°57'03" EAST 288.59 FEET; THENCE SOUTH 86°22'27" EAST 86.18 FEET;
 THENCE NORTH 1°42'00" EAST 113.37 FEET; THENCE SOUTH 86°40'32" EAST 134.84 FEET; THENCE
 SOUTH 1°00'58" WEST 114.37 FEET; THENCE SOUTH 86°22'27" EAST 64.07 FEET TO THE POINT OF
 BEGINNING.
 CONTAINING 949,608 SQ. FT. OR 2.18 ACRES

OWNER'S DEDICATION AND CERTIFICATION

WE, THE UNDERSIGNED, OWNERS OF THE HEREON-DESCRIBED TRACT OF LAND, HEREBY SET APART AND
 SUBDIVIDE THE SAME INTO LOTS AND STREETS, AS SHOWN ON THIS PLAT AND NAME SAID TRACT THE
 CROSSING AT MITCHELL FARMS P.U.D., AND HEREBY DEDICATE, GRANT AND CONVEY TO RIVERDALE CITY, UTAH,
 ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS
 PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO RIVERDALE CITY THOSE CERTAIN STRIPS AS
 EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE PURPOSES, AS SHOWN HEREON, THE SAME TO BE USED FOR
 THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE, AS MAY
 BE AUTHORIZED BY RIVERDALE CITY, WITH NO BUILDINGS OF STRUCTURES BEING ERRECTED WITHIN SUCH
 EASEMENTS.

SIGNED THIS _____ DAY OF _____, 20____.
 Forest Creek Construction, LLC

ACKNOWLEDGEMENT

ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED _____ AND
 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, _____, THE SIGNER(S) OF THE ABOVE OWNER'S
 DEDICATION AND CERTIFICATION, WHO, BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO
 ME _____ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSE THEREIN
 MENTIONED.

COMMISSION EXPIRES _____ NOTARY PUBLIC _____

NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO SUBDIVIDE THE PROPERTY. THE CONTROL USED TO
 ESTABLISH THE PROPERTY CORNERS WAS THE EXISTING WEBER COUNTY SURVEY
 MONUMENTATION SURROUNDING SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE
 BASE AND MERIDIAN. THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHWEST
 QUARTER OF SAID SECTION WHICH BEARS SOUTH 89°09'48" EAST, WEBER COUNTY, RAD 83,
 UTAH NORTH, STATE PLANE GRID BEARING.

WEBER COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____
 FILED FOR RECORD AND RECORDED, _____ AT _____
 IN BOOK _____ OF THE OFFICIAL
 RECORDS, PAGE _____
 RECORDED FOR: _____
 WEBER COUNTY RECORDER
 BY: _____ DEPUTY.

HILL & ARGYLE, Inc.
 Engineering and Surveying
 181 North 200 West, Suite #4, Bountiful, Utah 84010
 (801) 298-2236 Phone, (801) 298-5983 Fax
 14-387 PLAT 4/08/15

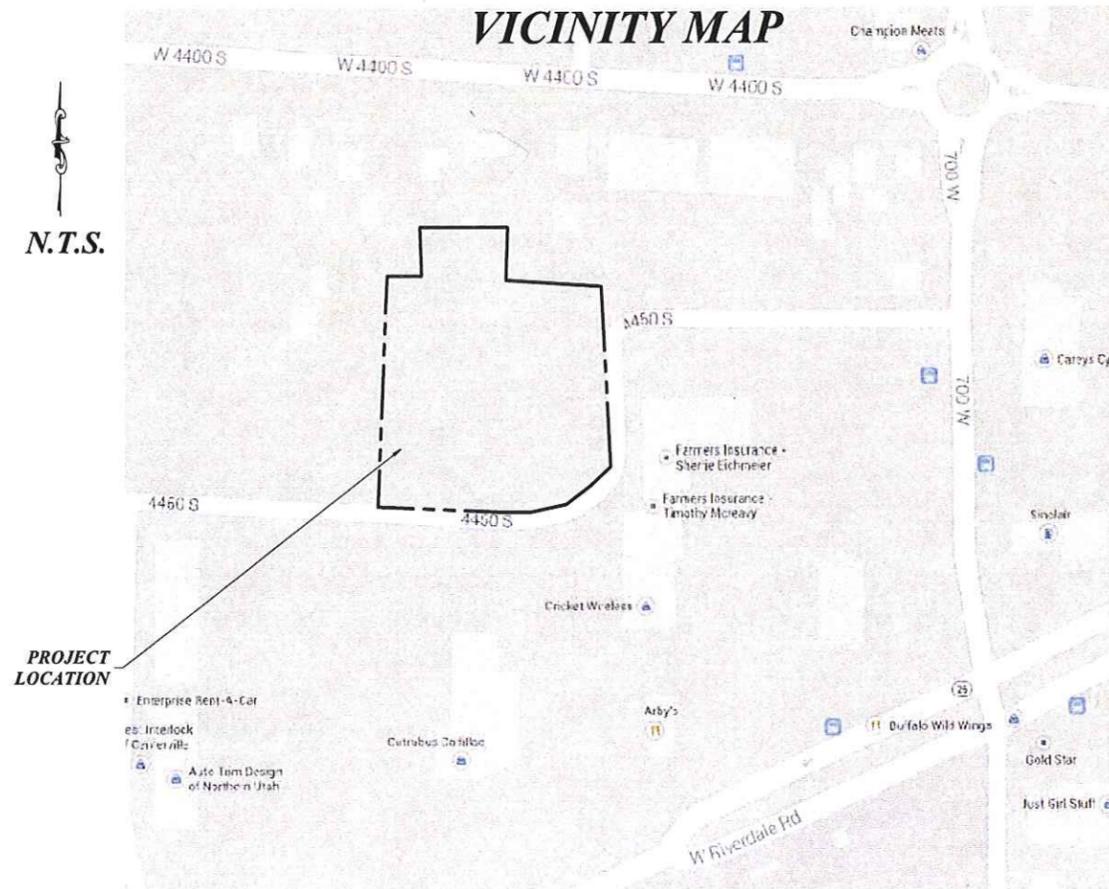
RIVERDALE CITY COUNCIL ACCEPTANCE
 THIS IS TO CERTIFY THAT THIS PLAT AND DEDICATION OF THIS PLAT, ALONG WITH THE DEDICATION OF ALL
 STREETS, EASEMENTS AND PUBLIC IMPROVEMENT GUARANTEE WERE DULY APPROVED AND ACCEPTED BY THE
 CITY COUNCIL OF RIVERDALE CITY, THIS _____ DAY OF _____, 20____.
 _____ TITLE _____
 MAYOR, RIVERDALE CITY ATTEST

RIVERDALE CITY ENGINEER
 I HEREBY CERTIFY THAT THIS PLAT HAS BEEN REVIEWED AND IN MY
 OPINION IS IN ACCORDANCE WITH APPLICABLE RIVERDALE CITY
 STANDARDS. SIGNED THIS _____ DAY OF _____, 20____.
 _____ SIGNATURE

RIVERDALE CITY ATTORNEY
 I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE
 STATUTES AND ORDINANCES PREREQUISITE TO APPROVAL BY THE
 ATTORNEY OF THE FOREGOING PLAT DEDICATION HAVE BEEN
 COMPLIED WITH. DATED THIS _____ DAY OF _____,
 20____.
 _____ SIGNATURE

RIVERDALE CITY PLANNING COMMISSION APPROVAL
 THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE
 RIVERDALE CITY PLANNING COMMISSION ON THE _____ DAY OF _____,
 20____.
 _____ CHAIRMAN, RIVERDALE CITY PLANNING COMMISSION

THE CROSSING AT MITCHELL FARMS P.U.D.
785 WEST 4450 SOUTH
PARCELS 06-018-0008, 06-018-0009, 06-018-00016, 06-018-0017, 06-018-0018, 06-018-0019
LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.B.&M.
RIVERDALE CITY, WEBER COUNTY, UTAH



GENERAL NOTES

- 1) ALL WORK WITHIN A PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.
- 2) ALL UTILITY WORK SHALL CONFORM TO THE UTILITY OWNER'S STANDARDS & SPECIFICATIONS.
- 3) THESE PLANS DO NOT INCLUDE DESIGN OF DRY UTILITIES. THESE PLANS MAY CALL FOR RELOCATION, AND/OR REMOVAL AND/OR CONSTRUCTION OF DRY UTILITIES, BUT ARE NOT OFFICIAL DRAWINGS FOR SUCH. DESIGN AND COORDINATION OF DRY UTILITIES IS BY OTHERS.
- 4) THE CONTRACTOR SHALL COORDINATE AND OBTAIN ANY PERMITS REQUIRED FOR THE WORK SHOWN HEREON.
- 5) THE LOCATION AND ELEVATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS A BEST ESTIMATE BASED ON UTILITY COMPANY RECORDS, BLUESTAKES, AND FIELD MEASUREMENTS OF READILY OBSERVABLE ABOVE-GROUND FEATURES. AS SUCH, THIS INFORMATION MAY NOT BE COMPLETE, UP-TO-DATE, OR ACCURATE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO STOP WORK AND NOTIFY THE ENGINEER IF CONFLICTING INFORMATION IS FOUND IN THE FIELD.
- 6) THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION AND ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES PRIOR TO STAKING AND CONSTRUCTION.
- 7) CALL BLUESTAKES AT LEAST 48 HOURS PRIOR TO DIGGING. DO NOT PROCEED UNTIL BLUESTAKES ARE MARKED.
- 8) IT SHALL BE THE CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO MEET ALL APPLICABLE HEALTH AND SAFETY REGULATIONS, AND SHALL ASSUME SOLE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING CONSTRUCTION OF THIS PROJECT, SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC IS PROTECTED.

DRAWING INDEX

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C-1	NOTES AND LEGEND
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C-8	BEST MANAGEMENT PRACTICES
C-9	BEST MANAGEMENT PRACTICES
TOTAL SHEETS	10

SHEET	C-0	DRAWN BY: LHM DATE 02 APR 2015
SHEET NAME	COVER	APPROVED: STA DATE 02 APR 2015
PROJECT	14-387	
DWG: CONST SET 4-1-15.dwg		

GENERAL NOTES	
1.	ALL IMPROVEMENTS SHALL COMPLY WITH THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY. CONTACT THE PUBLIC WORKS OFFICE BEFORE BEGINNING.
2.	CONTRACTOR TO FIELD VERIFY LOCATION, SIZE, AND AVAILABILITY OF EXISTING UTILITIES. UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE. SEE UTILITY NOTE 3.
3.	ALL DIMENSIONS ARE IN FOOT UNITS AND ARE TO THE TOP BACK OF CURB UNLESS SHOWN OR NOTED OTHERWISE.
4.	PROVIDE HANDICAP RAMPS AT ENDS OF WALKWAYS. END 0.1' ABOVE FLOWLINE OF CURB.
5.	CURB AND GUTTER SHALL BE AS PER APWA STD DWG NO 205 TYPE A.
6.	UTILITY INFORMATION INDICATED ON DRAWING IS BASED UPON VISUAL OBSERVATION OR INFORMATION FURNISHED BY MUNICIPAL AUTHORITIES WHICH MAY NOT BE VALID. LATERAL LOCATIONS AND ELEVATIONS ARE ASSUMED. SEE UTILITY NOTE 3.
7.	ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A QUALIFIED SOILS ENGINEER WHO SHALL VERIFY THAT ALL FILL HAS BEEN PLACED IN ACCORDANCE WITH PROVISIONS IN CURRENT INTERNATIONAL BUILDING CODE.
8.	COMPACTION TEST REPORTS SHALL BE MADE AVAILABLE TO THE ENGINEER WITHIN 24 HOURS OF A REQUEST. FINAL REPORTS AS SPECIFIED IN CURRENT INTERNATIONAL BUILDING CODE SHALL BE SUBMITTED TO THE ENGINEER WITHIN TEN DAYS AFTER COMPLETION OF GRADING.
9.	ALL STORM DRAIN PIPE SHALL BE INSTALLED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS AND THE LOCAL GOVERNING MUNICIPALITY'S STANDARDS AND SPECIFICATIONS.
10.	STORM DRAIN PIPE OPTIONS SHALL CONSIST IF THE FOLLOWING MATERIALS. 1. PVC PIPE, ASTM D3034, SDR 35, BELL & SPIGOT TYPE. 2. RCP PIPE, ASTM C507, BELL & SPIGOT TYPE. 3. HIGH DENSITY CORRUGATED POLYETHYLENE SMOOTH INTERIOR PIPE, ASTM D3350 WITH WATER TIGHT JOINTS.
11.	THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CHECK CONDITIONS AT THE SITE BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
12.	TYPICAL DETAILS SHALL APPLY IN GENERAL CONSTRUCTION UNLESS SPECIFICALLY DETAILED. WHERE NO DETAILS ARE GIVEN, CONSTRUCTION WILL BE AS FOR SIMILAR WORK. DO NOT SCALE DRAWINGS.
13.	ANY OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK INVOLVED.
14.	PIPE BEDDING SHALL BE 3/8" MAXIMUM AGGREGATE. USE 3/4" MAXIMUM SIZE ROAD BASE FOR BACKFILL MATERIAL. COMPACT TO 95% STANDARD PROCTOR DENSITY. MAXIMUM LIFT 8 INCHES.
15.	CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC AND OSHA STANDARDS.
16.	ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTAH CHAPTER (APWA) MANUAL OF STANDARD SPECIFICATIONS 2007 EDITION WITH ALL PERTINENT SUPPLEMENTS AND AMENDMENTS AND THE MANUAL OF STANDARD PLANS 2007 EDITION. SAID STANDARD SPECIFICATIONS AND PLANS SHALL BE THE REQUIREMENTS.
17.	IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THE WORK TO BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORITY FROM THE OWNER AND/OR ENGINEER.
18.	THE 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 REINSPECTION SHALL BE PAID FOR BY THE CONTRACTOR.
19.	THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL, ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. 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.
20.	PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO 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.

SEQUENCE OF CONSTRUCTION	
1.	CONSTRUCTION EXIT IS TO BE CONSTRUCTED AT TIME OF ENTRY TO SITE.
2.	CLEAR AND GRUB AREAS FOR SEDIMENT MEASURES.
3.	INSTALL SILT FENCES.
4.	COMPLETE CLEARING OF SITE AND BEGIN ROUGH GRADING.
5.	FILL AREAS SHALL BE FILLED IN 12 INCH MAXIMUM LIFTS AND COMPACTED TO AT LEAST 95% MAXIMUM DENSITY.
6.	DRAINAGE WILL BE CONTROLLED AND GROUND SLOPED SO AS TO DIRECT RUNOFF TO SEDIMENT CONTROLLED INLETS.
7.	INSTALL REMAINDER OF STORM DRAIN.
8.	INSTALL UTILITY LINES, WATER, ETC.
9.	INSTALL CURBS, WALKS, ETC., AND STABILIZE ALL DISTURBED AREAS.
10.	INSTALL BASE COURSE.
11.	REMOVE SEDIMENT CONTROL MEASURES, CLEAN OUT TEMPORARY SEDIMENTATION BASINS AND REGRADE, CLEAN OUT SEDIMENT TRAPS AND CONVERT THEM TO STORM WATER MANAGEMENT STRUCTURES.
12.	PAVE SITE.
13.	OWNER TO BE RESPONSIBLE TO CHECK CLEAN OUT INLET BOXES FOR SEDIMENT AND OIL AND CLEAN AS NECESSARY

UTILITY NOTES	
1.	ALL SERVICE LATERALS SHALL BE EXTENDED 2 FEET PAST THE 10 FOOT P.U.E.
2.	ALL CONSTRUCTION SHALL COMPLY WITH LOCAL GOVERNING MUNICIPALITY DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS
3.	LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE LOCATIONS. CONTRACTOR IS TO FIELD VERIFY CONNECTION POINTS WITH EXISTING UTILITIES, INCLUDING LOCATIONS AND INVERT ELEVATIONS OF ALL EXISTING STRUCTURES OR PIPES, BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITIES. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO REMAIN.
4.	CONTRACTOR IS RESPONSIBLE TO EXPOSE ALL UTILITY SERVICES STUBBED INTO PROJECT PROPERTY AND GIVE HILL & ARGYLE, INC. 48 HOURS PRIOR NOTICE SO HILL & ARGYLE CAN VERIFY DEPTHS AND INVERT ELEVATIONS TO DETERMINE IF CONFLICTS EXIST. ALSO ANY EXISTING UTILITIES THAT RUN ACROSS PROJECT PROPERTY WHICH MAY CAUSE POTENTIAL CONFLICT NEED TO BE EXPOSED AND LOCATED BOTH HORIZONTALLY AND VERTICALLY. CONTRACTOR PROCEEDS AT OWN RISK IF HILL & ARGYLE IS NOT NOTIFIED TO FIELD VERIFY THE ABOVE MENTIONED UTILITIES.
5.	CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL DRAWINGS WHERE APPLICABLE.
6.	NO GROUNDWATER OR DEBRIS TO BE ALLOWED TO ENTER THE NEW PIPE DURING CONSTRUCTION. THE OPEN END OF ALL PIPES IS TO BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAYS WORK.
7.	IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS FOR H-20 LOAD REQUIREMENTS.
8.	ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.
9.	ALL SEWER LINES AND LATERALS ARE TO BE ASTM D-3034, SDR 35 PVC PIPE. ALL LATERALS ARE TO BE TYPE K COPPER FROM THE MAIN TO THE METER.
10.	SEWER LATERALS WILL BE INSTALLED AT A UNIFORM SLOPE OF NOT LESS THAN 2% GRADE AND THEY SHALL HAVE A MINIMUM OF 4 FEET OF COVER, UNLESS OTHERWISE NOTED.
11.	ALL NEW CULINARY AND IRRIGATION WATER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.
12.	WATER LINES TO BE PVC C-900 DR-18. WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS. (MECHANICAL JOINTS REQUIRED WHEN LESS THAN 18" VERTICAL OR 10' HORIZONTAL SEPARATION FROM SEWER LINES.)
13.	ALL WATER LINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 3/4" MINIMUM UNLESS OTHERWISE NOTED.
14.	WATER SERVICE LATERALS TO INCLUDE ALL BRASS SADDLE; CORP. STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUTOFF VALVE IN BOX NEAR BUILDING EDGE.
15.	ALL WATER LINES SHALL BE A MINIMUM 48" BELOW FINISH GROUND TO TOP OF PIPE. ALL VALVE BOXES AND MANHOLES SHALL BE RAISED OR LOWERED TO FINISH GRADE AND SHALL INCLUDE A CONCRETE COLLAR IN PAVED AREAS.
16.	CONTRACTOR TO NOTIFY PUBLIC UTILITIES FOR CHLORINE TEST PRIOR TO FLUSHING LINES, CHLORINE LEFT IN PIPE 24 HOURS MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION, FLUSHING, PRESSURE TESTING, BACTERIA TESTING, ETC. TO BE COORDINATED WITH LOCAL GOVERNING MUNICIPALITY. ALL TESTS TO BE IN ACCORDANCE WITH AWWA STANDARDS.
17.	BOTTOM FLANGE OF FIRE HYDRANTS TO BE SET TO APPROXIMATELY 4" INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 6" LINE VALVE, AND HYDRANT COMPLETE TO MEET CITY STANDARDS.
18.	ALL NEW STORM DRAIN/LAND DRAIN CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.
19.	ALL STORM WATER CONVEYANCE PIPING TO BE RCP - CLASS 3 OR EQUAL, UNLESS OTHERWISE NOTED.
20.	CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO QUESTAR GAS FOR DESIGN OF GAS SERVICE TO BUILDINGS/LOTS. CONTRACTOR TO COORDINATE WITH QUESTAR GAS FOR CONTRACTOR LIMITS OF WORK VERSUS QUESTAR GAS LIMITS.
21.	ALL GAS LINE TAPS TO BE HDPE WITH COPPER TRACER WIRE AND DETECTA TAPE. TERMINATE TRACER WIRE AT APPROVED LOCATIONS.
22.	ALL GAS LINE TAPS, VALVES AND CAPS TO BE FUSED USING ELECTRO-FUSION TECHNOLOGY.
23.	ALL ELECTRICAL CONDUITS/LINES TO BE PVC SCH 40 OR BETTER.
24.	ALL PHONE AND TV CONDUITS TO BE PVC SCH 40 OR BETTER.
25.	CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO COMCAST FOR DESIGN OF CABLE TV SERVICE TO BUILDINGS/LOTS. CONTRACTOR TO COORDINATE WITH COMCAST FOR CONTRACTOR LIMITS OF WORK VERSUS COMCAST LIMITS.
26.	CONTRACTOR IS TO COORDINATE LOCATIONS OF NEW TELEPHONE SERVICE TO NEW BUILDINGS OR LOTS WITH QWEST. A PVC CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE IS REQUIRED FOR SERVICE THROUGH PROPERTY. COORDINATE SIZES AND LOCATION WITH QWEST.
27.	ALL UTILITIES ARE TO BE INSTALLED IN ACCORDANCE WITH THE CORRESPONDING AGENCY/DISTRICT STANDARDS AND SPECIFICATIONS: WATER - RIVERDALE CITY PUBLIC WORKS SEWER - RIVERDALE CITY PUBLIC WORKS STORM DRAIN/GROUNDWATER - RIVERDALE CITY PUBLIC WORKS ELECTRICAL - ROCKY MOUNTAIN POWER TELEPHONE - QWEST NATURAL GAS - QUESTAR

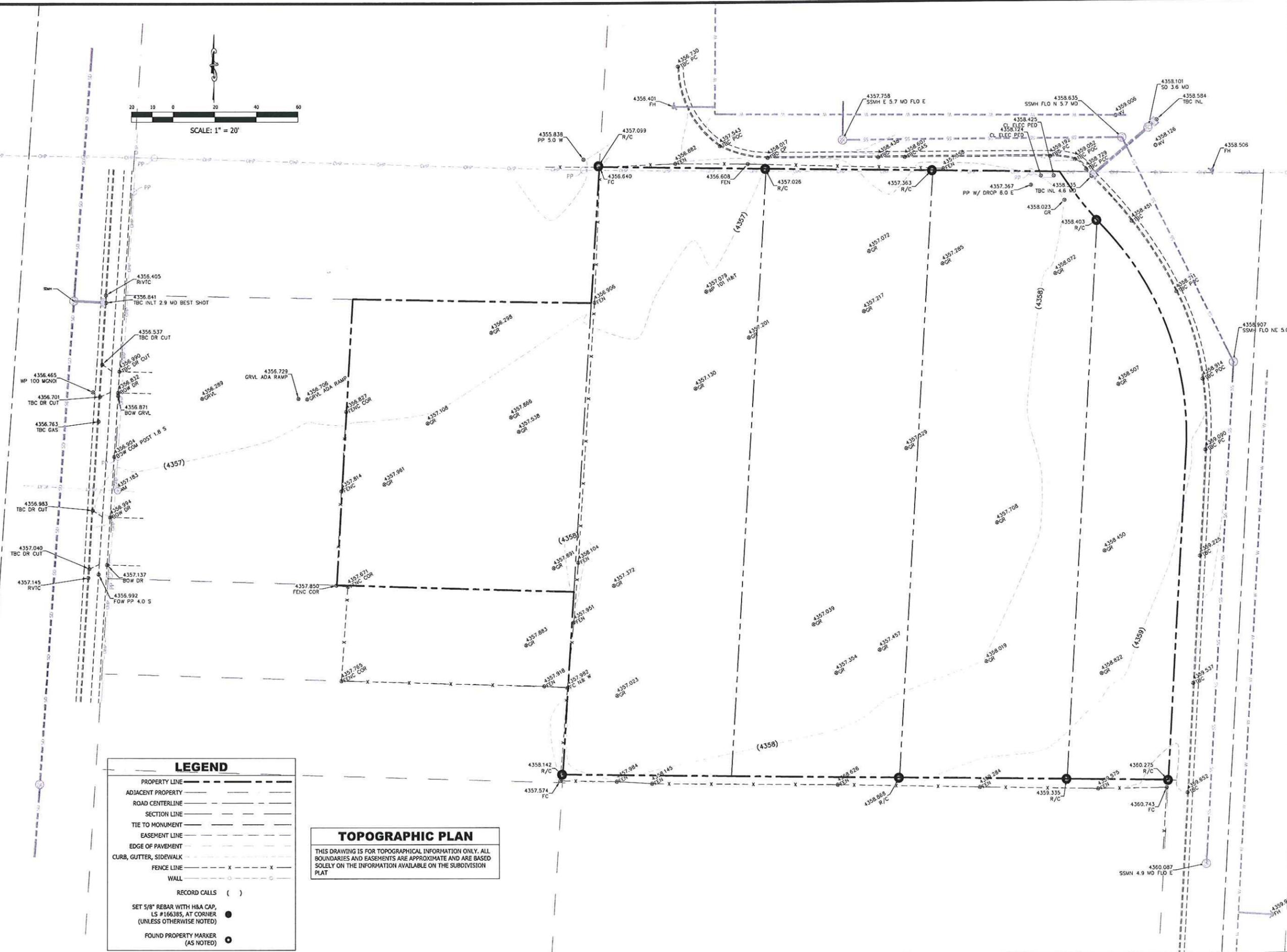
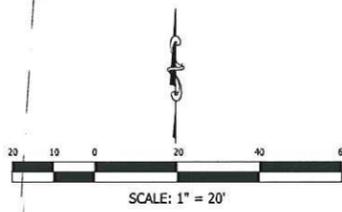
GRADING NOTES	
1.	SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING IT WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT. ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER BUILDING FOUNDATION WHERE IT SHALL BE 95% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM. CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
2.	THE CONTRACTOR IS TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THE PROJECT. SPECIFIC DETAILS SHOWN SHALL BE USED IN COMBINATION WITH OTHER ACCEPTED LOCAL PRACTICES.
3.	EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.
4.	IF AT ANY TIME DURING CONSTRUCTION ANY UNFAVORABLE GEOLOGICAL CONDITIONS ARE ENCOUNTERED, WORK IN THAT AREA WILL STOP UNTIL APPROVED CORRECTIVE MEASURES ARE OBTAINED FROM THE ENGINEER.
5.	THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING HIS OWN ESTIMATE OF EARTHWORK QUANTITIES.
6.	WHERE NEW CURB AND GUTTER IS BEING CONSTRUCTED ADJACENT TO EXISTING ASPHALT OR CONCRETE PAVEMENT, THE FOLLOWING SHALL APPLY: PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE A LICENSED SURVEYOR VERIFY THE GRADE AND CROSS SLOPE OF THE CURB AND GUTTER FORMS. THE CONTRACTOR SHALL SUBMIT THE SLOPE AND GRADES TO THE ENGINEER FOR APPROVAL PRIOR TO THE PLACEMENT OF CONCRETE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY SECTION WHICH DOES NOT CONFORM TO THE DESIGN OR TYPICAL CROSS SECTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CURB AND GUTTER POURS WITHOUT THE APPROVAL OF THE ENGINEER.
7.	SOIL LIFTS SHALL NOT EXCEED 12".

EROSION CONTROL	
1.	ALL EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE CONSTRUCTED AND MAINTAINED IN ACCORDANCE WITH THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY.
2.	ALL SEDIMENT CONTROL MEASURES TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE.
3.	DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO INSURE INTENDED PURPOSE IS ACCOMPLISHED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SEDIMENT LEAVING THE PROPERTY. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
4.	ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS WILL BE PROTECTED TO PREVENT TRACKING OF MUD ONTO PUBLIC WAYS.
5.	ALL SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAINAGE SYSTEM THROUGH THE USE OF SANDBAGS, STRAW BALES, SILT FENCES, GRAVEL, BOARDS, AND OTHER APPLICABLE METHODS.
6.	ALL DISTURBED AREAS OUTSIDE OF ROADWAYS, PARKING LOTS, SIDEWALKS AND OR BUILDING FOOTPRINTS SHALL BE SEEDED, SODDED AND/OR MULCHED.
7.	IF SITE IS READY TO RECEIVE FINAL COVER DURING THE NON-PLANTING SEASON, THEN IT SHALL BE PROTECTED BY MULCHING. THE MULCH WILL REMAIN UNTIL THE NEXT PLANTING SEASON AS DEFINED BY THE LOCAL GOVERNING MUNICIPALITY.
8.	RE-VEGETATE ALL DENUDEED AREAS AS PER THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY.
9.	THE CONTRACTOR AGREES THAT: A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK. B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH, SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER. C. THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND ORDERLY MANNER AT ALL TIMES. D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM FINAL PAYMENT. E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL, PERMITS, RETESTING AND REINSPECTION AT THEIR OWN EXPENSE. F. UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE. G. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAG-MEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

LEGEND	
	SECTION CORNER
	MONUMENT
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	DOWNWARD GRADE
	EXISTING INDEX CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED CONTOUR
	PROPOSED MINOR CONTOUR
	LOT OR BOUNDARY LINE
	PUBLIC UTILITY EASEMENT
	BUILDABLE AREA SETBACK
	CENTER LINE OF ROAD
	EXISTING FENCE
	PROPOSED FENCE
	EXISTING BUILDING
	PROPOSED BUILDING
	EXISTING ASPHALT
	PROPOSED ASPHALT
	EXISTING CONCRETE
	PROPOSED CONCRETE
	EXISTING CURB & GUTTER
	PROPOSED CURB & GUTTER
	EXISTING ADA PARKING
	STREET LIGHT
	LIGHT POLE
	POWER POLE
	TELEPHONE POLE
	UTILITY POLE
	STREET SIGN
	ROCK WALL
	EXISTING WATER LINE
	PROPOSED WATER LINE
	EXISTING FIRE PROTECTION
	PROPOSED FIRE PROTECTION
	WATER MANHOLE
	WATER METER
	FIRE HYDRANT
	BLOWOFF
	VALVE
	TEE
	ELBOW
	REDUCER
	EXISTING IRRIGATION LINE
	PROPOSED IRRIGATION LINE
	IRRIGATION MANHOLE
	IRRIGATION METER
	BLOWOFF
	VALVE
	TEE
	ELBOW
	REDUCER
	EXISTING SEWER LINE
	PROPOSED SEWER LINE
	SEWER MANHOLE
	EXISTING LAND DRAIN
	PROPOSED LAND DRAIN
	LAND DRAIN MANHOLE
	EXISTING STORM DRAIN
	PROPOSED STORM DRAIN
	STORM DRAIN MANHOLE
	CATCH BASIN
	CURB INLET
	EXISTING FIBER OPTIC
	PROPOSED FIBER OPTIC
	EXISTING NATURAL GAS
	PROPOSED NATURAL GAS
	EXISTING POWER
	PROPOSED POWER
	EXISTING OVERHEAD POWER
	PROPOSED OVERHEAD POWER
	EXISTING UNDERGROUND POWER
	PROPOSED UNDERGROUND POWER
	EXISTING TELEPHONE
	PROPOSED TELEPHONE

LEGEND	
	EXISTING SEWER LINE
	PROPOSED SEWER LINE
	SEWER MANHOLE
	EXISTING LAND DRAIN
	PROPOSED LAND DRAIN
	LAND DRAIN MANHOLE
	EXISTING STORM DRAIN
	PROPOSED STORM DRAIN
	STORM DRAIN MANHOLE
	CATCH BASIN
	CURB INLET
	EXISTING FIBER OPTIC
	PROPOSED FIBER OPTIC
	EXISTING NATURAL GAS
	PROPOSED NATURAL GAS
	EXISTING POWER
	PROPOSED POWER
	EXISTING OVERHEAD POWER
	PROPOSED OVERHEAD POWER
	EXISTING UNDERGROUND POWER
	PROPOSED UNDERGROUND POWER
	EXISTING TELEPHONE
	PROPOSED TELEPHONE

ABBREVIATIONS	
DIAMETER	Ø
DEGREES	°
MINUTES, FEET	'
SECONDS, INCHES	"
ALGEBRAIC DIFFERENCE	AD
AMERICAN DISABILITIES ACT	ADA
CORRUGATED BLACK PLASTIC PIPE	ADCS
ARCHITECT, ARCHITECTURAL	ARCH
BAR & CAP	B&C
BOUNDARY LINE AGREEMENT	BLA
BUILDING	BLD
BENCHMARK	BM
BOUNDARY	BND
BACK OF WALK	BOW
BEARING	BRG
BUTTERFLY VALVE	BV
BEGIN VERTICAL CURVE	BVC
BEGIN VERTICAL CURVE ELEVATION	BVCE
BEGIN VERTICAL CURVE STATION	BVCS
CURB AND GUTTER	CB
CATCH BASIN	CB
CHORD	CH
CHORD BEARING	CHB
CAST IRON	CI
CAST IN PLACE	CIP
CENTERLINE	CL
CORRUGATED METAL PIPE	CMP
CLEANOUT	CO
COMMUNICATIONS	COMH
CONCRETE	CON
CONSTRUCTION	CONST
CULINARY	CUL
CULINARY WATER	CW
CULINARY WATERLINE	CWL
DEMOLITION	DEMO
DUCTILE IRON	DI
DIAMETER	DIAM
DISTANCE	DIST
EAST, ELECTRICITY, ELECTRICAL	E
EASEMENT	EASE
EXISTING GRADE	EG
ELBOW	EL
ELECTRICAL	ELEC
ELEVATION	ELEV
EDGE OF ASPHALT	EOA
END VERTICAL CURVE	EVC
END VERTICAL CURVE ELEVATION	EVCES
END VERTICAL CURVE STATION	EVCES
EXISTING	EX
FINISH FLOOR ELEVATION	FFE
FINISH GRADE	FG
FIRE HYDRANT	FH
FLOWLINE	FL
FOUNDATION	FND
FIRE PROTECTION	FP
FOOTING	FTG
GAS, NATURAL GAS	G
GRADE BREAK	GB
GATE VALVE	GV
HIGH-DENSITY POLYETHYLENE PIPE	HDPE
HIGH POINT	HP
HIGH POINT ELEVATION	HPE
HIGH POINT STATION	HPS
INSIDE DIAMETER	ID
INVERT ELEVATION	IE
INVERT	INV
IRRIGATION	IRR
IRRIGATION MANHOLE	IRRMH
RADIUS OF CURVATURE	K
LENGTH	L
LATERAL SERVICE	LAT
LAND DRAIN	LD
LAND DRAIN MANHOLE	LDHM
LAND FINISH	LF
LIP OF GUTTER	LG
LOW POINT	LP
LOW POINT ELEVATION	LPE
LOW POINT STATION	LPS
MEASURE DOWN	MD
MECHANICAL	MECH
MANHOLE	MH
MONUMENT	MON
NORTH	N
NORTHEAST	NE
NATURAL GRADE	NG
NON-RADIAL	NR
NORTHWEST	NW
ON CENTER	OC
OUTSIDE DIAMETER	OD
OVERHEAD POWER	OHP
POINT OF CURVATURE	PC
PORTLAND CEMENT CEMENT	PL
POINT OF INFLECTION	PI
PROPERTY LINE	PL
PROPERTY	PROP
POINT OF TANGENCY	PT
PUBLIC UTILITY EASEMENT	PUE
PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT	PUE&D
POINT OF VERTICAL INFLECTION	PVI
RADIUS	R
REBAR & CAP	RC
ROADWAY CENTERLINE	RCL
REINFORCED CONCRETE PIPE	RCP
RIGHT OF WAY	ROW
SOUTH	S
STORM DRAIN	SD
STORM DRAIN CATCH BASIN	SDCB
STORM DRAIN CLEANOUT	SDCO
STORM DRAIN MANHOLE	SDMH
SOUTHEAST	SE
SECONDARY	SEC
SECTION	SEC
SALT LAKE BASE & MERIDIAN	SLB&M
SPECIFICATION	SPEC
SPECIFICATIONS	SPECS
STEEL PIPE	SP
SANITARY SEWER	SS
SANITARY SEWER CLEANOUT	SSCO
SANITARY SEWER MANHOLE	SSMH
STANDARD	STD
STANDARDS	STDS
SECONDARY WATER	SW
SOUTHWEST	SW
SECONDARY WATERLINE	SWL
TANGENT	TAN</



LEGEND

PROPERTY LINE	---
ADJACENT PROPERTY	---
ROAD CENTERLINE	---
SECTION LINE	---
TIE TO MONUMENT	---
EASEMENT LINE	---
EDGE OF PAVEMENT	---
CURB, GUTTER, SIDEWALK	---
FENCE LINE	-x-x-x-
WALL	o-o-o-o-

RECORD CALLS ()

SET 5/8" REBAR WITH H&A CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED) ●

FOUND PROPERTY MARKER (AS NOTED) ○

TOPOGRAPHIC PLAN

THIS DRAWING IS FOR TOPOGRAPHICAL INFORMATION ONLY. ALL BOUNDARIES AND EASEMENTS ARE APPROXIMATE AND ARE BASED SOLELY ON THE INFORMATION AVAILABLE ON THE SUBDIVISION PLAT

HILL & ARGYLE, Inc.
Engineering and Surveying

H&A

181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-3983 Fax

THE CROSSING AT MITCHELL FARMS P.U.D.

4450 SOUTH
PARCELS 06-018-0008, 06-018-0009, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019
LOCATED IN THE SW 1/4 OF SECTION 7, T.3N., R.1M., S.L.B.&M.
RIVERDALE CITY, WEBER COUNTY, UTAH

DRAWN BY	LMH	DATE	02 APR 2015
APPROVED	STA	DATE	02 APR 2015
REV	BY	DATE	

SHEET C-3

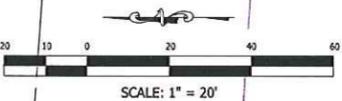
SHEET NAME TOPOGRAPHIC PLAN

DRAWING NAME CONST SET 4-1-15.dwg

PROJECT NO. 14-387

THE CROSSING AT MITCHELL FARMS P.U.D.

785 WEST 4450 SOUTH
 PARCELS 06-018-0008, 06-018-0009, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.B.&M.
 RIVERDALE CITY, WEBER COUNTY, UTAH



NOTE

- ALL DETERIORATED, DAMAGED OR MISSING SURFACE IMPROVEMENTS SURROUNDING THE PERIMETER OF THE SUBDIVISION DEVELOPMENT WILL NEED TO BE REPLACED OR INSTALLED, I.E., CURB AND GUTTER, SIDEWALK, LANDSCAPING PARK STRIP IMPROVEMENTS, STREET LIGHTS, FENCING, ETC.
- THE CONSTRUCTION OF THE WATERLINES WILL REQUIRE RESTRAINED JOINT CONNECTIONS ON BENDS GREATER THAN 15 DEGREES. THE WATERLINES ARE TO BE C-900, DR-18 PVC. THE WATER LATERALS ARE TO BE TYPE "K" COPPER. ALL WATERLINES MUST BE MARKED UNDERGROUND WITH MARKING TAPE AND LOCATION WIRE.
- PLACEMENT OF FILL MATERIAL SHALL NOT EXCEED 12" LIFT DEPTHS, WITH COMPACTION TESTING ON EACH LIFT. IMPORT MATERIAL WILL NEED TO BE SANDY ANGULAR GRAVELS - FREE DRAINING PER THE GEOTECHNICAL REPORT.
- SANITARY SEWER PIPING SHALL BE ASTM D-3034 SDR 35 PVC.

NORTHEAST CORNER OF THE
 SOUTHWEST QUARTER OF SECTION 7,
 T. 5 N., R. 1 W., S.L.B. & M. CALCULATED
 POSITION BASED ON WEBER COUNTY
 BEARING SHEETS)

SOUTHWEST CORNER OF THE
 SOUTHWEST QUARTER OF SECTION 7,
 T. 5 N., R. 1 W., S.L.B. & M. (FOUND
 U.S.G.S. BRASS CAP MONUMENT)

OWNER:
H & P INVESTMENTS
 06-015-0046

EX. SDCB 02
 RIM: 4358.58
 FL OUT: 4354.52 SDO1

L = 34.24'
R = 196.55'
Δ = 09°58'49"
CHB = S 51°26'16" W
CHL = 34.19'

L = 114.56'
R = 139.11'
Δ = 47°11'02"
CHB = S 70°01'58" W
CHL = 111.35'

OWNER:
**WILLIAM K TAYLOR & WF
 PAULA Q**
 06-018-0007

OWNER:
JUDY ROSKELLY
 06-018-0015

OWNER:
**DREW H. WILLIS &
 LORI MITCHELL**
 06-018-0004

OWNER:
**RYAN CLAUSS &
 CASSIE CLAUSS**
 06-018-0014

OWNER:
**JOHN L. WRIGHT & WF
 CHRISTINE W**
 06-018-0001

LOT 4
 0.150 ACRES
 6,587 SQ.FT.
 4424 SOUTH
 785 WEST

LOT 3
 0.188 ACRES
 8,169 SQ.FT.
 4432 SOUTH
 785 WEST

LOT 2
 0.184 ACRES
 8,000 SQ.FT.
 4438 SOUTH
 785 WEST

LOT 1
 0.171 ACRES
 7,454 SQ.FT.
 4442 SOUTH
 785 WEST

LOT 5
 0.173 ACRES
 7,562 SQ.FT.
 4420 SOUTH
 785 WEST

LOT 6
 0.166 ACRES
 7,197 SQ.FT.
 4419 SOUTH
 785 WEST

LOT 7
 0.145 ACRES
 6,272 SQ.FT.
 4423 SOUTH
 785 WEST

LOT 8
 0.141 ACRES
 6,159 SQ.FT.
 4431 SOUTH
 785 WEST

LOT 9
 0.141 ACRES
 6,160 SQ.FT.
 4437 SOUTH
 785 WEST

LOT 10
 0.141 ACRES
 6,160 SQ.FT.
 4441 SOUTH
 785 WEST

PARCEL A
 0.051 ACRES
 2,233 SQ.FT.
OPEN SPACE

PARCEL B
 0.103 ACRES
 4,500 SQ.FT.
OPEN SPACE

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.
 BEGINNING AT A POINT BEING LOCATED NORTH 0°52'35" EAST 1908.33 FEET ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER AND NORTH 86°22'27" WEST 162.67 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTHWEST SECTION; RUNNING THENCE SOUTH 1°00'28" WEST 220.97 FEET; THENCE ALONG THE ARC OF A 196.55 FOOT RADIUS CURVE TO THE LEFT 34.24 FEET, HAVING A CENTRAL ANGLE OF 9°58'49"; CHORD BEARS SOUTH 51°26'16" WEST 34.19 FEET; THENCE ALONG THE ARC OF A 139.11 FOOT RADIUS CURVE TO THE RIGHT 114.56 FEET, HAVING A CENTRAL ANGLE OF 47°11'02"; CHORD BEARS SOUTH 70°01'58" WEST 111.35 FEET; THENCE NORTH 86°22'27" WEST 155.70 FEET; THENCE NORTH 0°57'03" EAST 288.59 FEET; THENCE SOUTH 86°22'27" EAST 86.18 FEET; THENCE NORTH 1°42'00" EAST 113.37 FEET; THENCE SOUTH 86°46'32" EAST 134.84 FEET; THENCE SOUTH 1°00'58" WEST 114.37 FEET; THENCE SOUTH 86°22'27" EAST 64.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 949,608 SQ. FT. OR 2.18 ACRES

DEVELOPER

FOREST CREEK CONSTRUCTION
 1274 W JACK D DRIVE #3
 LAYTON, UTAH 84041
 801-564-0960

LAND USE TABLE

	SQ. FT.	ACRES	%
ROADWAY	15,537	0.36	16.4%
BUILDINGS AND DRIVEWAY	29,400	0.67	30.9%
LANDSCAPE	50,081	1.15	52.7%
TOTAL AREA	95,018	2.18	100.0%

UTILITY APPROVAL

QUESTAR GAS: _____ DATE: _____
 2974 WASHINGTON BLVD. OGDEN, UTAH (801-621-3262)
 CENTURYLINK: _____ DATE: _____
 5291 S. 1900 W., ROY, UTAH (801-752-0960)
 ROCKY MOUNTAIN POWER: _____ DATE: _____
 (1-866-870-3419)

4400 SOUTH

4450 SOUTH STREET

785 WEST STREET

VICINITY MAP



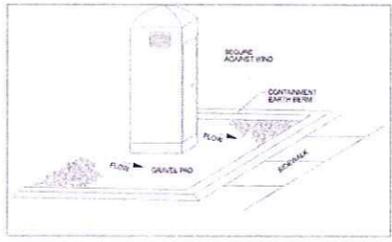
HILL & ARGYLE, Inc.
 Engineering and Surveying
 181 North 200 West, Suite #4, Bountiful, Utah 84010
 (801) 296-2236 Phone, (801) 296-5963 Fax

THE CROSSING AT MITCHELL FARMS P.U.D.
 785 WEST 4450 SOUTH
 PARCELS 06-018-0008, 06-018-0009, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019
 LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.B.&M.
 RIVERDALE CITY, WEBER COUNTY, UTAH

DATE	BY	DATE	BY
02 APR 2015		02 APR 2015	
02 APR 2015		02 APR 2015	

SHEET C-4
 SHEET NAME SITE PLAN
 DRAWING NAME CONST SET 4-1-15.dwg
 PROJECT NO. 14-387

BMP: Portable Toilets PT
Construction



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:

- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (6" tall by 6" wide), control for spill/protection leak.

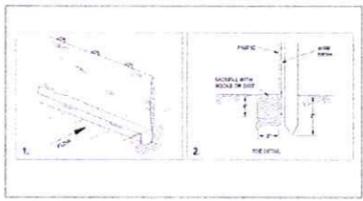
LIMITATIONS:

- No limitations.

MAINTENANCE:

- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

BMP: Silt Fence SF
Construction



DESCRIPTION:
A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.

Application:

- Perimeter control: place barrier at down-gradient limits of disturbance
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier at top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:

- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately up-gradient of posts.
- Secure wire mesh (14 gauge min. with 6-inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

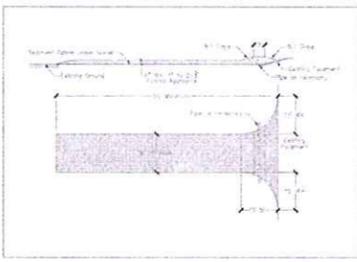
LIMITATIONS:

- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum up-gradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:

- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged areas of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches 1/2 the height of the fence.

BMP: Stabilized Construction Entrance SCE
Construction



DESCRIPTION:
A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface.

APPLICATION:
At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:

- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months).
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.

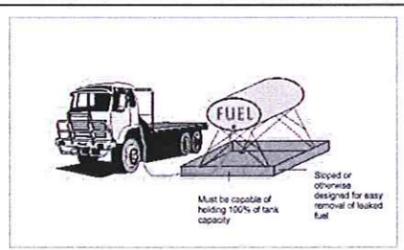
LIMITATIONS:

- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.

MAINTENANCE:

- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

BMP: Vehicle And Equipment Fueling VEF
Construction



DESCRIPTION:
Prevent fuel spills and leaks, and reduce their impacts to storm water by using off-site facilities, fueling in designated areas only, enclosing or covering stored fuel, implementing spill controls, and training employees and subcontractors.

INSTALLATION/APPLICATION:

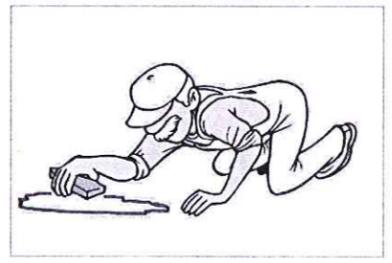
- Use off-site fueling stations as much as possible. Fueling vehicles and equipment outdoors or in areas where fuel may spill/leak onto paved surfaces or into drainage pathways can pollute storm water. If you fuel a large number of vehicles or pieces of equipment, consider using an off-site fueling station. These areas are better equipped to handle fuel and spills properly. Performing this work off-site can also be economical by eliminating the need for a separate fueling area at your site.
- If fueling must occur on-site, use designated areas, located away from drainage courses, to prevent the runoff of storm water and the runoff of spills. Discourage "topping-off" of fuel tanks.
- Always use secondary containment, such as a drain pan or drop cloth, when fueling to catch spills/leaks. Place a stockpile of spill cleanup materials where it will be readily accessible. Use adsorbent materials on small spills rather than hosing down or burying the spill. Remove the adsorbent materials promptly and dispose of properly.
- Carry out all Federal and State requirements regarding stationary above ground storage tanks. (40 CFR Sub. J) Avoid mobile fueling of mobile construction equipment around the site, rather, transport the equipment to designated fueling areas. With the exception of tracked equipment such as bulldozers and perhaps forklifts, most vehicles should be able to travel to a designated area with little lost time. Train employees and subcontractors in proper fueling and cleanup procedures.

LIMITATIONS:
Sending vehicles/equipment off-site should be done in conjunction with Stabilized Construction Entrance.

MAINTENANCE:

- Keep ample supplies of spill cleanup materials on-site.
- Inspect fueling areas and storage tanks on a regular schedule.

BMP: Spill Clean-Up SCU
Construction



DESCRIPTION:
Practices to clean-up leakage/spillage of on-site materials that may be harmful to receiving waters.

APPLICATION:
All sites

GENERAL:

- Store controlled materials within a storage area.
- Educate personnel on prevention and clean-up techniques.
- Designate an Emergency Coordinator responsible for employing preventative practices and for providing spill response.
- Maintain a supply of clean-up equipment on-site and post a list of local response agencies with phone numbers.

METHODS:

- Clean-up spills/leaks immediately and remediate cause.
- Use as little water as possible. NEVER HOSE DOWN OR BURY SPILL CONTAMINATED MATERIAL.
- Use rags or absorbent material for clean-up. Excavate contaminated soils. Dispose of clean-up material and soil as hazardous waste.
- Document all spills with date, location, substance, volume, actions taken and other pertinent data.
- Contact the Salt Lake County Health Department (313-6700) for any spill of reportable quantity.

BMP: Street Sweeping SS
Construction



DESCRIPTION:
Reduce the discharges of pollutants to stormwater from street surfaces by conducting street cleaning on a regular basis.

APPROACH:

- Prioritize cleaning to use the most sophisticated sweepers, at the highest frequency, and in areas with the highest pollutant loading.
- Restrict street parking prior to and during sweeping.
- Increase sweeping frequency just before the rainy season.
- Proper maintenance and operation of sweepers greatly increase their efficiency.
- Keep accurate operation logs to track programs.
- Sweepers effective at removing smaller particles (less than 10 microns) may generate dust that would lead to concerns over worker and public safety.
- Equipment selection can be key for this particular BMP. There are two types used, the mechanical broom sweepers (more effective at picking up large debris and cleaning wet streets), and the vacuum sweepers (more effective at removing fine particles and associated heavy metals). Many communities find it useful to have a compliment of both types in their fleet.

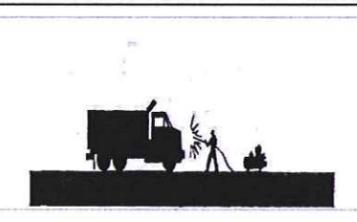
LIMITATIONS:

- Conventional sweepers are not able to remove oil and grease.
- Mechanical sweepers are not effective at removing finer sediments.
- Effectiveness may also be limited by street conditions, traffic congestion, presence of construction projects, climatic conditions and condition of curbs.

MAINTENANCE:

- Replace worn parts as necessary.
- Install main and gutter brooms of the appropriate weight.

BMP: Vehicle And Equipment Cleaning VEC
Construction



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from vehicle and equipment cleaning by washing in designated, contained areas only, eliminating discharges to the storm drain by infiltrating or recycling the wash water, and/or training employees and subcontractors.

INSTALLATION/APPLICATION:

- Use designated, bermed wash areas to prevent wash water contact with storm water, creeks, rivers, and other water bodies. The wash area can be sloped for wash water collection and subsequent infiltration into the ground.
- Use as little water as possible to avoid having to install erosion and sediment controls for the wash area. Use phosphate-free biodegradable soaps. Educate employees and subcontractors on pollution prevention measures. Do not permit steam cleaning on-site. Steam cleaning can generate significant pollutant concentrations.

LIMITATIONS:

- Even phosphate-free, biodegradable soaps have been shown to be toxic to fish before the soap degrades.
- Sending vehicles/equipment off-site should be done in conjunction with Stabilized Construction Entrance.

MAINTENANCE:

- Minimal, some berm repair may be necessary.

HILL & ARGYLE, Inc.
Engineering and Surveying

H A

REGISTERED PROFESSIONAL ENGINEER
4/09/15
No. 189586
SCOTT T. ARGYLE
STATE OF UTAH

181 North 100 West, Suite #1, Bowdoin, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax

BEST MANAGEMENT PRACTICES

THE CROSSING AT MITCHELL FARMS P.U.D.

4450 SOUTH
PARCELS 06-018-0008, 06-018-0009, 06-018-0016, 06-018-0017, 06-018-0018, 06-018-0019
LOCATED IN THE SW 1/4 OF SECTION 7, T.5N., R.1W., S.L.R.&M.
RIVERDALE CITY, WEBER COUNTY, UTAH

DRAWN BY	LKH	DATE	02 APR 2015
APPROVED	STA	DATE	02 APR 2015
REV.	BY	DATE	
SHEET			
C-10			
SHEET NAME			
BEST MANAGEMENT			
DRAWING NAME			
CONST SET 4-1-15.dwg			
PROJECT NO.			
14-387			



Planning Commission Executive Summary

For the Commission meeting on: 4-14-2015

Petitioner: Forest Creek Construction, LLC
Represented by Hugh Parke and/or Lorri Thurgood

Summary of Proposed Action

As outlined in Title 10 Chapter 22 of the Riverdale City Code, a Planned Residential Unit Development request is a conditional use master planned overlay request where "the regulations of the underlying zone ... may be negotiated and modified to allow flexibility and initiative in site and building design and location, in accordance with an approved PRUD plan and the requirements of this chapter." Forest Creek Construction, LLC have submitted a Planned Residential Unit Development Application as a conditional use permit request to establish a PRUD master plan overlay on R-2 zoned property located at 785 West 4450 South. Per this chapter of the City Code, a public hearing is required for this application approval. Following the public hearing and discussion of the conditional use request for PRUD overlay of this property, the Planning Commission may make a motion to recommend City Council approval, City Council approval with additional requirements, or no support for City Council approval of the proposed The Crossing at Mitchell Farms PRUD conditional use overlay request.

Title 10 Ordinance Guidelines (Code Reference)

This Planned Residential Unit Development Conditional Use Permit request is regulated under City Code 10-22 "Planned Residential Unit Development (PRUD)" and is affected by City Code 10-9C "Single-Family and Single-Family with Rental Unit Residential Zone (R-2)", 10-19 "Conditional Uses", and 10-21 "Subdivisions".

Community Development staff has been in conversation with the applicant team and has reviewed the applicable City Codes and requirements of this type of development application with them. As a result, the applicants have submitted a set of documents addressing the requirements and items outlined in City Code 10-22; these documents are included following this executive summary document. There is also a staff review document outlining how the requirements of City Code 10-22 have been fulfilled or responded to by the applicants.

Any concerns associated with this request are noted in the attached documentation. This PRUD request would provide a sufficient and applicable transitional use between the existing commercial and residential development adjacent to this proposed development site. Additionally, this development request is intended to provide for "empty nest" families and has close proximity to the City Senior Center and its programs. This PRUD request should be discussed following review of the proposed preliminary approval of The Crossing at Mitchell Farms subdivision by the applicant (see previous consideration item).

Staff would encourage the Planning Commission to review this matter and then discuss these matters with the petitioner. Staff would recommend that the Planning Commission, should they feel comfortable with the provided proposed PRUD information, consider providing a motion to recommend City Council approval, City Council approval with additional requirements, or no support for City Council approval of the proposed The Crossing at Mitchell Farms PRUD conditional use overlay request with the appropriate findings of fact.

General Plan Guidance (Section Reference)

The General Plan use for this area is currently set as "Mixed Use - Transitional" and "Residential - Low Density" and this proposed project complies with these land uses.

Legal Comments - City Attorney

Steve Brooks, Attorney

Administrative Comments - City Administrator

Rodger Worthen, City
Administrator



Planned Residential Unit Development Requirements Review – The Crossing at Mitchell Farms PRUD Subdivision Approximately 785 West 4450 South

Completed by Mike Eggett, Community Dev. Director on 3/19/2015 and updated on 4/8/2015

Recommendation: City staff recommends that the Planning Commission examine and review items associated with this PRUD requirements review and then (following the public hearing) make a recommendation to City Council to approve or not approve the PRUD conditional use overlay for The Crossing at Mitchell Farms. Items of concern have been highlighted in yellow; underlined items have been identified for potential discussion purposes.

Planned Residential Unit Development Requirements per RCC 10-22	Departmental Review Comments
Time limit for completion of development	No time limit or requirement established
Description of property	2.18 acres of land located at 785 West 4450 South
Amenities in project area	Park area and maintainable open space
Proposed density for project area	4.7 units per acre
Construction requirements	Refer to proposed subdivision drawings and accompanying staff reports
Provide a completed geotechnical and soils report	Completed by Geostrata and submitted
Traffic study, as required by city engineer and public works director when scope, location and density of development or other deem necessary	No traffic study has been requested or required by staff at this time
Sensitive land study (wetlands)	Land not delineated as wetlands by Army Corp of Engineers. No concerns noted by Geostrata.
Setbacks of dwellings within PRUD	Refer to proposed subdivision drawings and accompanying staff reports
Minimum of fifty percent (50%) of development shall be open green space/landscaping and subject to defined landscape plan	52.7% of development will be open green space/landscaping; a statement regarding landscape plan is provided
Fencing/screening of development	Exterior fencing of subdivision anticipated as well as internal fencing between lots – tan vinyl fence
Usable open green space	Identified on the proposed subdivision drawings
Parking – minimum of two exterior parking spaces required; visitor parking may be evaluated	Refer to parking statement provided; <u>Planning Commission may discuss if concerns exist</u>

Square footage (lots and homes)	Identified on proposed subdivision drawings and building design drawings
Parking area, enclosed or open	Dwelling units will have garages for parking and driveways; curbside parking will be available
Exterior coverings – minimum 40% brick or rock, painting of exterior building element prohibited	Refer to building design drawings, reflective of meeting 40% brick or rock requirement
Provide information and identify why this property is suitable for a PRUD development	Refer to first paragraph of statement sheet provided
Provide ability to financially carry out proposed project in time limit established	Refer to “Financial Funding for The Crossing at Mitchell Farms” on statement sheet provided
Provide escrow for all city improvements	Preliminary engineer’s cost estimate has been provided and is in review to establish escrow if project is approved
Provide independent finance person or company who will be responsible for association dues assessed for maintenance and improvements to common areas	Refer to “PRUD Independent Management” on statement sheet provided
All PRUD’s will be licensed yearly by city with PRUD balance sheet and income statement provided with yearly application	Refer to “Business License” on statement sheet provided and submitted proposed “Annual Proforma” document; <u>if concerns exist may discuss requirement to submit updated info annually</u>
Phasing scheduling and timing for all features, dedications, and improvements in project	There will only be one phase in this project; refer to statement sheet provided for more
Other conditions, terms, restrictions, and requirements as stipulated during review or following public hearing process	No additional conditions, terms, restrictions, and requirements to note at this time; public hearing anticipated in future PC meeting
Site development standards and sign regulations shall be determined by approval of site plan	Refer to proposed subdivision drawings; <u>no signage designs were submitted but referenced on PRUD statements sheet for laser etched stone sign</u>
Open space preservation, maintenance, and ownership function	Refer to “Landscaping” on statement sheet provided to review these items; anticipate that properties will be maintained by HOA per CC&R’s
Subdivision regulations (as found in Chapter 21 of this title) is to be applied to development	Chapter 21 of Title 10 was used in designed the proposed subdivision drawings
Area shall be adaptable to unit type development and not contain physical barrier that could impair unit cohesiveness	This requirement is being followed within the proposed subdivision design drawings
Accessory amenity uses, ownership, operational characteristics and physical design are to city’s satisfaction and developer to ensure necessary maintenance of amenity	The amenity provided in proposed development is HOA owned open green space/park areas; anticipate that properties will be maintained by the HOA per CC&R’s
No changes or alterations to approved development plans or uses made without approval of community development director or, upon direction from director, approval by Planning Commission and Council	This is understood by applicant of the proposed PRUD development

<p>A public hearing is required to receive public input regarding the property use as a PRUD with a Planning Commission recommendation forwarded to City Council following public hearing</p>	<p><u>A public hearing is scheduled for this item on April 14, 2015, prior to considering a recommendation from Planning Commission to City Council</u></p>
<p>Compliance with zone regulations and other provisions of title 10 in requiring adequate standards shall be observed</p>	<p>This is understood by applicant of the proposed PRUD development</p>



PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION

Date Submitted: February 10, 2015

Applicant's Name: FOREST CREEK CONSTRUCTION, LLC

Applicant's Address: 392 North 3050 West - Layton, Utah 84041

Phone Number(s): 801 564-0960

Builder's Name: FOREST CREEK CONSTRUCTION

Builder's Address: 392 North 3050 West - Layton, Utah 84041

Phone Number(s): 801 564-0960

Property Owner: Mitchell Family Family

Owner's Address: 248 West 5450 South - Ogden, Utah 84405

Phone Number(s): _____

Address of Site: Approx. 4450 South 700 West - Riverdale, Utah

Zone: R-2 Adjacent zone(s): R-2 & C-3 Acreage: 2.13

Type of Association: _____ Condominium: _____ Homeowner: X

Number of Dwellings: 10 Square Footage: 1550-1750

Stories: One Number of Buildings: 10

Type of Construction: Brick, Stucco, Plank or Stone

Off-Street Parking: Covered: _____ Open: X

Set back on periphery: 25' Width of internal road(s): 50'

Type of external lighting (other than dwellings): Street Lights & Yard Pole Light on each Lot

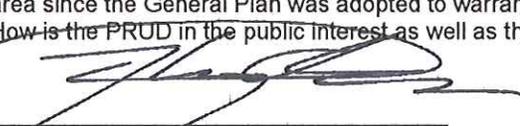
Type of screening or fencing on perimeter: Vinyl Fencing

Date work starts: TBD Upon Approval Building Permit No.: TBD

Approximate Completion Date: _____

Answer the following questions with specifics on a separate sheet. This information will be forwarded to the Planning Commission members for review.

- A. Why should the PRUD application be granted?
- B. How is the proposed PRUD in harmony with the City General Plan for this area?
- C. If the proposed PRUD is not in harmony, what conditions and circumstances have taken place in the general area since the General Plan was adopted to warrant such a change?
- D. ~~How is the PRUD in the public interest as well as the applicant's desire?~~

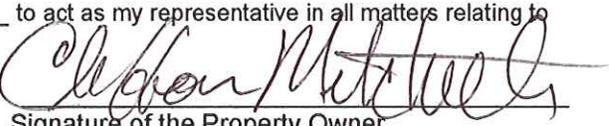


 Signature of Applicant



 Signature of the Property Owner

I authorize Forest Creek Const H.T. Parke
 this application.

to act as my representative in all matters relating to


 Signature of the Property Owner

The Crossing AT Mitchell Farms

DENSITY CALCULATION: 4.7/Acre

The Crossing at Mitchell Farms is ideal for a PRUD for a number of reasons. It is a perfect transition and buffer between the commercial property to the southeast of the proposed project and the townhomes to the north. The location is ideal for the market segment targeted by the project with the close proximity to the many businesses and Senior Center in Riverdale City.

BUSINESS LICENSE: It is understood by the developer and will be conveyed when the HOA is transferred to the Homeowners that a yearly business licensed is required by Riverdale City for the Homeowners Association.

TRAFFIC STUDY: Due to the fact that there are only 10 proposed lots in the PRUD a traffic study did not seem necessary. It would be important to note that 4450 South has very little traffic for the size of this road and we feel that *The Crossing at Mitchell Farms* will not add significant traffic to this road or the surrounding area.

SENSITIVE LANDS: The acreage is not sensitive wetlands and has not been delineated as such by the Army Corp of Engineers. Please see soils report supplied by GeoStrata.

LANDSCAPING: Each of the home will be landscaped front and backyard with mostly grass, with deciduous and evergreen bushes in the front of the homes next to the foundation and at least one tree in the front yards. Percentages of hard surface and landscaping are noted on plat.

The two parcels of Common Area will be grass and will be private and for the residents of the project and will be owned by the Homeowner's Association.

PARKING: Each home will have at least a two car garage, a couple of the home can be three car garages for parking. The driveways will allow for an additional two spaces for visitors to the residences as well as the on street parking as allowed and governed in the CC&R's.

PHASING OF PROJECT: *The Crossing At Mitchell Farms* will be completed in one phase.

PRUD INDEPENDENT MANAGEMENT: We will be reviewing bids from a number of independent HOA Management Companies. Two currently under consideration are the ***HOA Management of Utah;*** and ***Deseret Edge Property Management, LLC.*** When a final determination has been made by the Developers we will advise the City as to which Company has been awarded the contract.

FINANCIAL FUNDING FOR THE CROSSING AT MITCHELL FARMS: The project will be funded by private capital supplied by Mark Newman of Salt Lake City. The Escrow for Riverdale City will be funded by the same.

SIGNAGE: It is anticipated that *The Crossing At Mitchell Farms* will have a stone sign (approx.. 5'x3') with ***The Crossing*** etched into it. The sign will be located on Parcel B (OS 11) at the entrance. It will be in compliance with all of Riverdale City Codes regarding signs. An artist rendering of the sign will also be provide to and approved by Riverdale City Staff prior to ordering and installation.

**RIVERDALE CITY PLANNED RESIDENTIAL UNIT DEVELOPMENT APPLICATION
ADDENDUM**

A. WHY SHOULD THE PRUD APPLICATION BE GRANTED?

THE CROSSING AT MITCHELL FARMS PRUD is an excellent use for the Mitchell property. The lots are reasonable in size affording easy maintenance while still maintaining an open environment.

B. HOW IS THE PROPOSED PRUD IN HARMONY WITH THE CITY GENERAL PLAN FOR THIS AREA?

THE CROSSING AT MITCHELL FARMS PRUD would be in harmony with the General Plan.

C. IF THE PROPOSED PRUD IS NOT IN HARMONY, WHAT CONDITIONS AND CIRCUMSTANCES HAVE TAKEN PLACE IN THE GENERAL AREA SINCE THE GENERAL PLAN WAS ADOPTED TO WARRANT SUCH A CHANGE?

N/A

D. HOW IS THE PRUD IN THE PUBLIC INTEREST AS WELL AS THE APPLICANT'S DESIRE.

THE CROSSING AT MITCHELL FARMS will further accentuate the mixed-use buffer zone between other homes on the north and the current businesses to the south of said property.

SIGNATURE OF APPLICANT: _____



RIVERDALE CITY CORPORATION
4600 SOUTH WEBER RIVER DRIVE
RIVERDALE UT 84405

394-5541

Receipt No: 15.487961

Feb 10, 2015

FOREST CREEK CONSTRUCTION

Previous Balance:		.00
MISCELLANEOUS - PRUD APP FEE		500.00
10-34-1500 ZONING & SUB. FEES		
MISCELLANEOUS - SUBDIVISION FEE		1,000.00
10-34-1500 ZONING & SUB. FEES		
<hr/>		
Total:		1,500.00
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CHECK	Check No: 1291	1,500.00
Total Applied:		1,500.00
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Change Tendered:		.00
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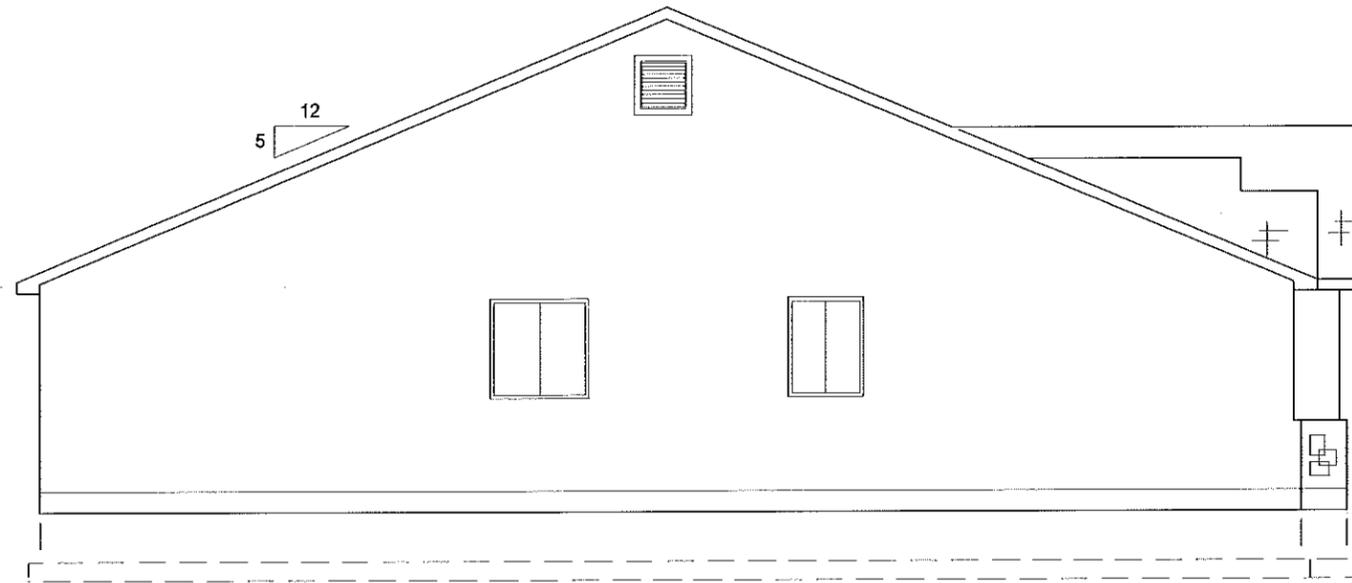
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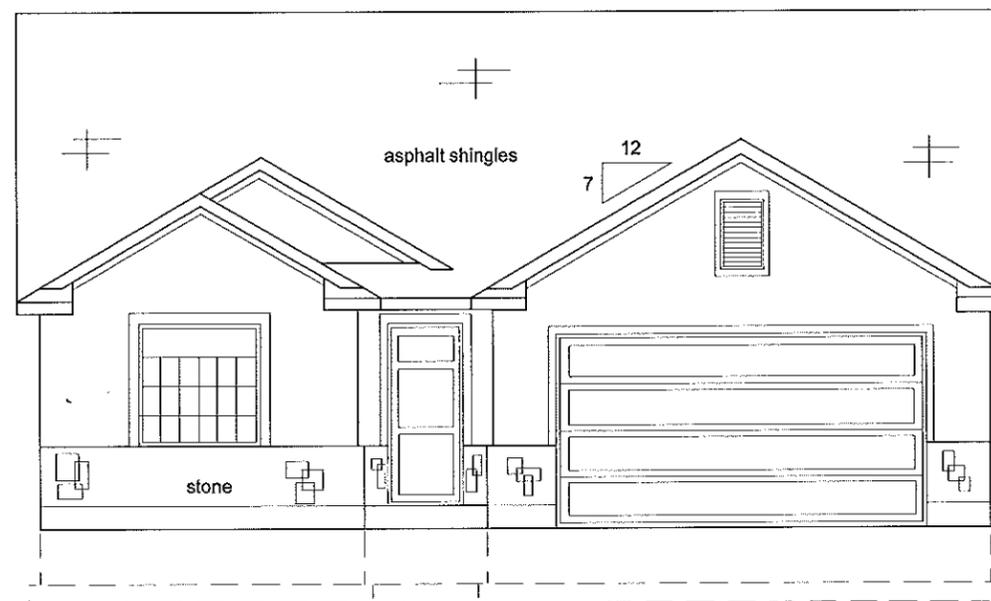
The Crossing At Mitchell Farms

ANNUAL PROFORMA (Proposed)

ITEM	FEEES	EXPENSES
HOA Fees - \$75.00/Month	\$9,000.00	
Property Taxes - Common Area		\$250.00
Insurance		\$500.00
Riverdale Water - Common Area		\$150.00
Electricity - Landscape Lights Common Area		\$120.00
Landscape Maintenance - Common Area		\$420.00
Landscape Maintenance - Homes 15.00/Week For 7 Months		\$4,200.00
Snow Removal - Sidewalks & Driveways		\$1,500.00
Legal Expenses		\$100.00
Accounting Expenses		\$300.00
Office Supplies		\$100.00
Postage		\$50.00
Contingency/Misc.		<u>\$1,310.00</u>
TOTAL	\$9,000.00	\$9,000.00



Height 23' @ Peak
 40% Brick or Stone
 Balance in Stucco or Hardiplank
 Earth Tones



provide roof and soffit vents to comply with IRC R806

stairs more than 30" above grade shall have guardrails 36" high on open sides- IRC R316.1 and 316.2

window wells required for emergency escape and rescue with a minimum horizontal net area of 9 sq ft

The Crossing at Mitchell
 Farms- PUD
 1622 double garage
 Riverdale City UT

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 layton ut 84040
 801-541-4797

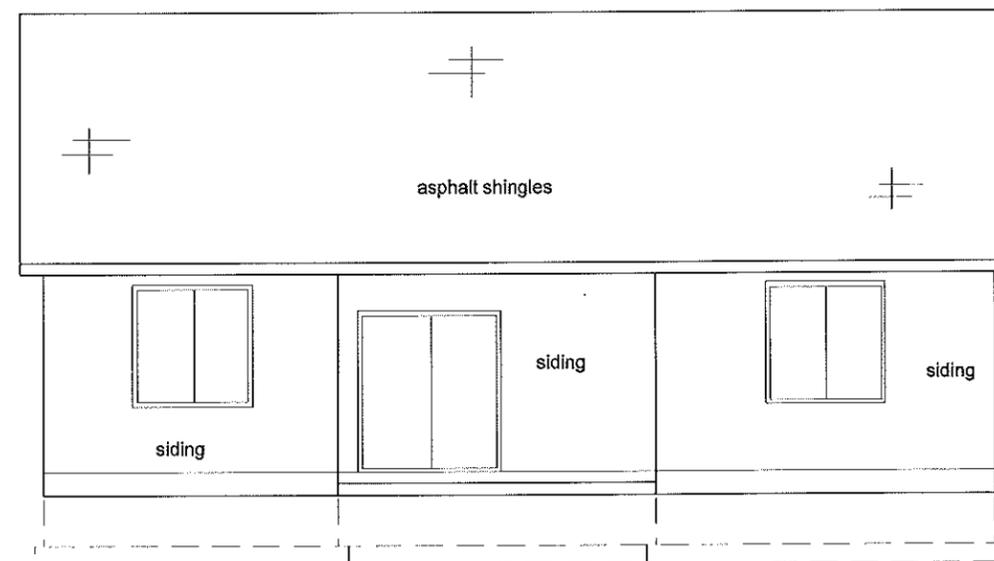
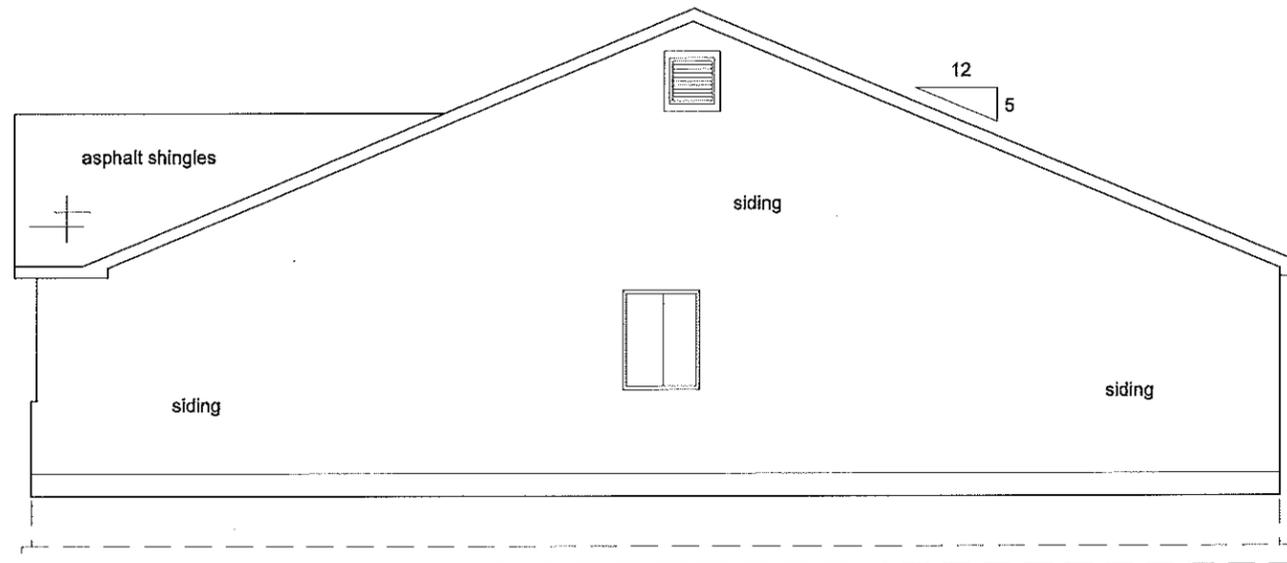
governing code
 2012 IRC

elevations

scale
 1/8"=1'-0

date
 february 2015

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 1



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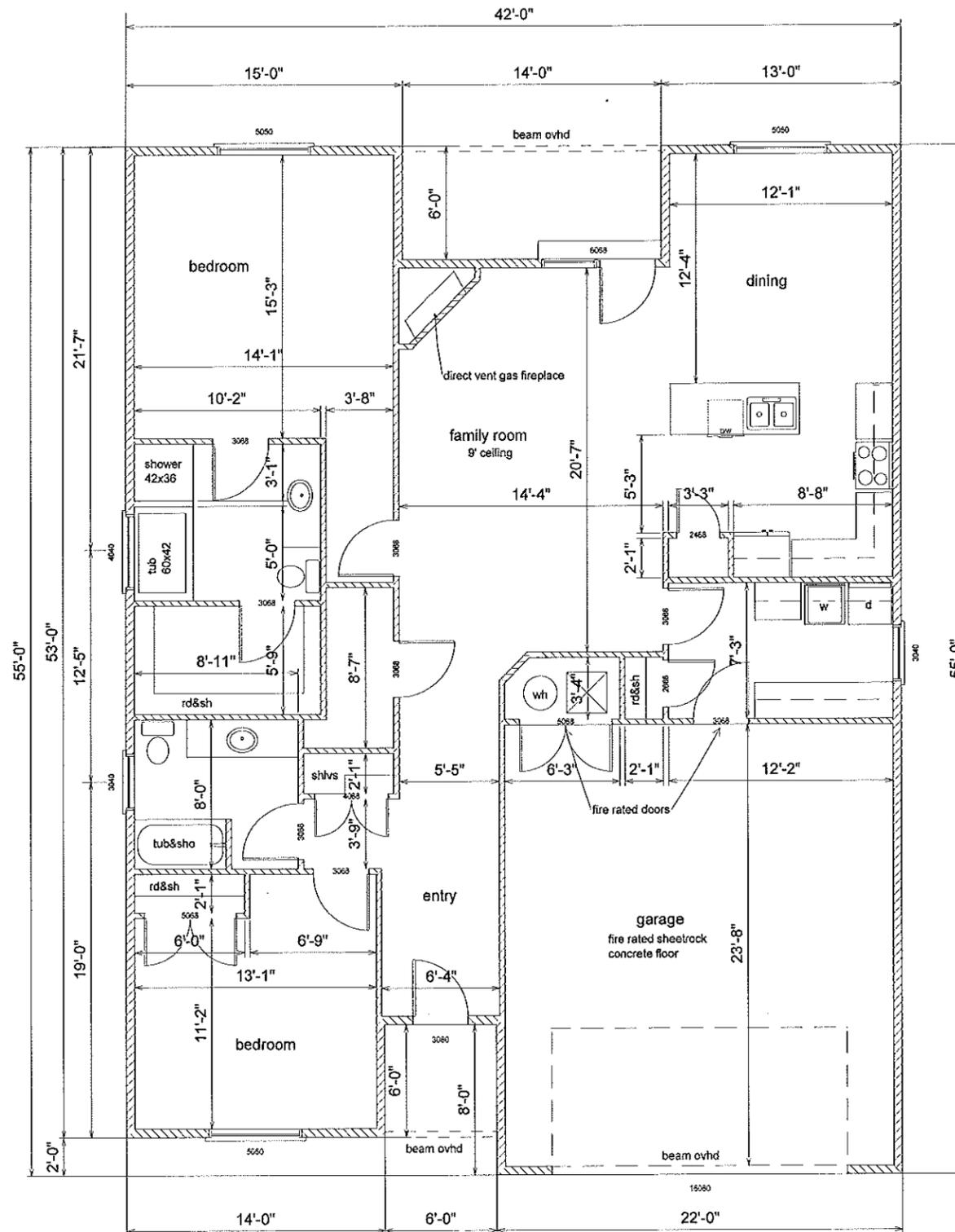
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date
february 2015

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2

all habitable rooms shall be provided with natural light by means of exterior glazed openings with an area not less than 8% of the floor area of such rooms and natural ventilation not less than 4% IRC303.1

glazing adjacent to a door where the nearest vertical edge is within a 24" arc of the door in a closed position and whose bottom edge is less than 60" above the floor shall be glazed in accordance with IRC 308.4



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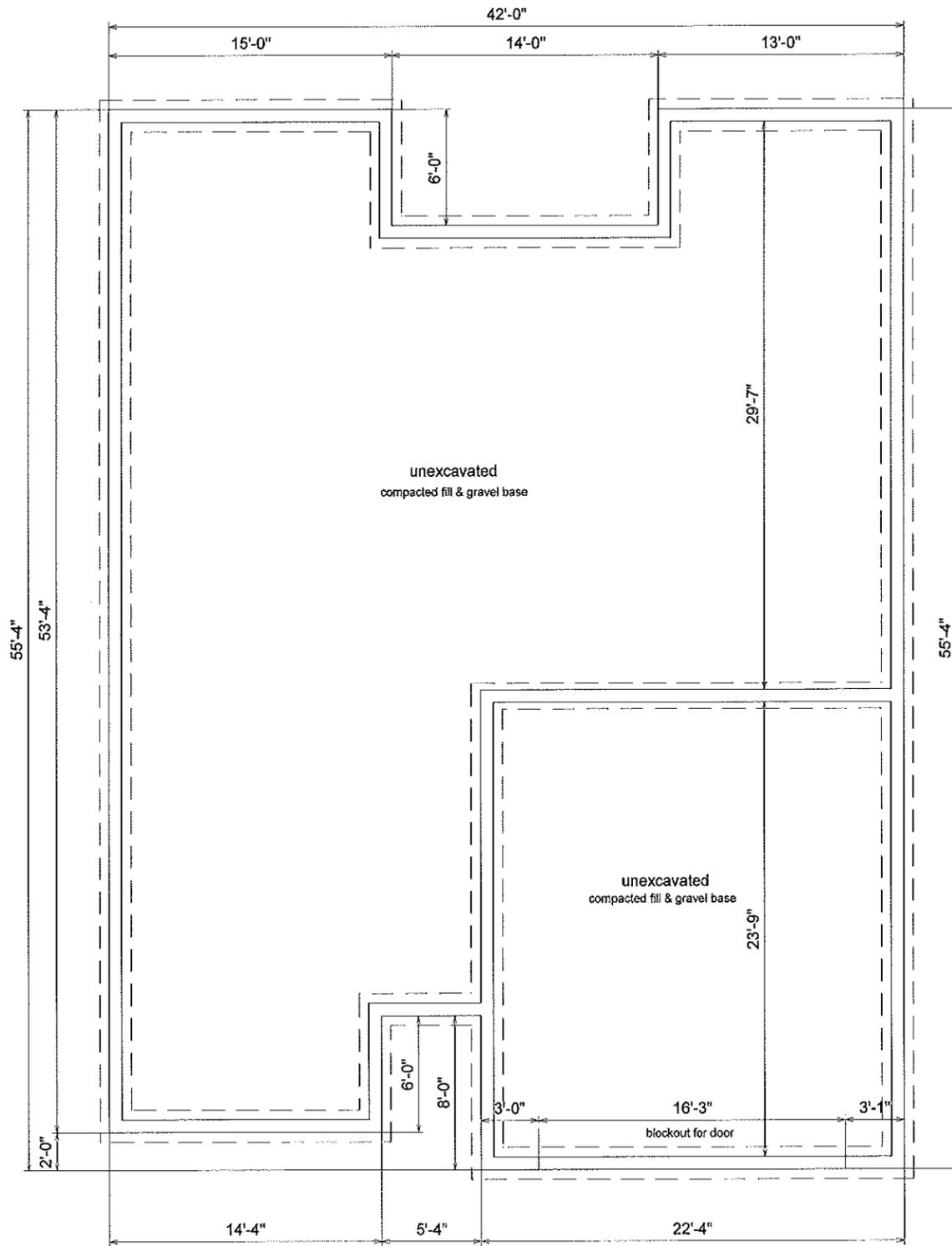
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2012 IRC

main floor
1622 sq ft

scale
1/8"=1'-0

date
february 2015

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scale
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date
 february 2015

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design build plumbing, heating and electrical systems using licensed contractors

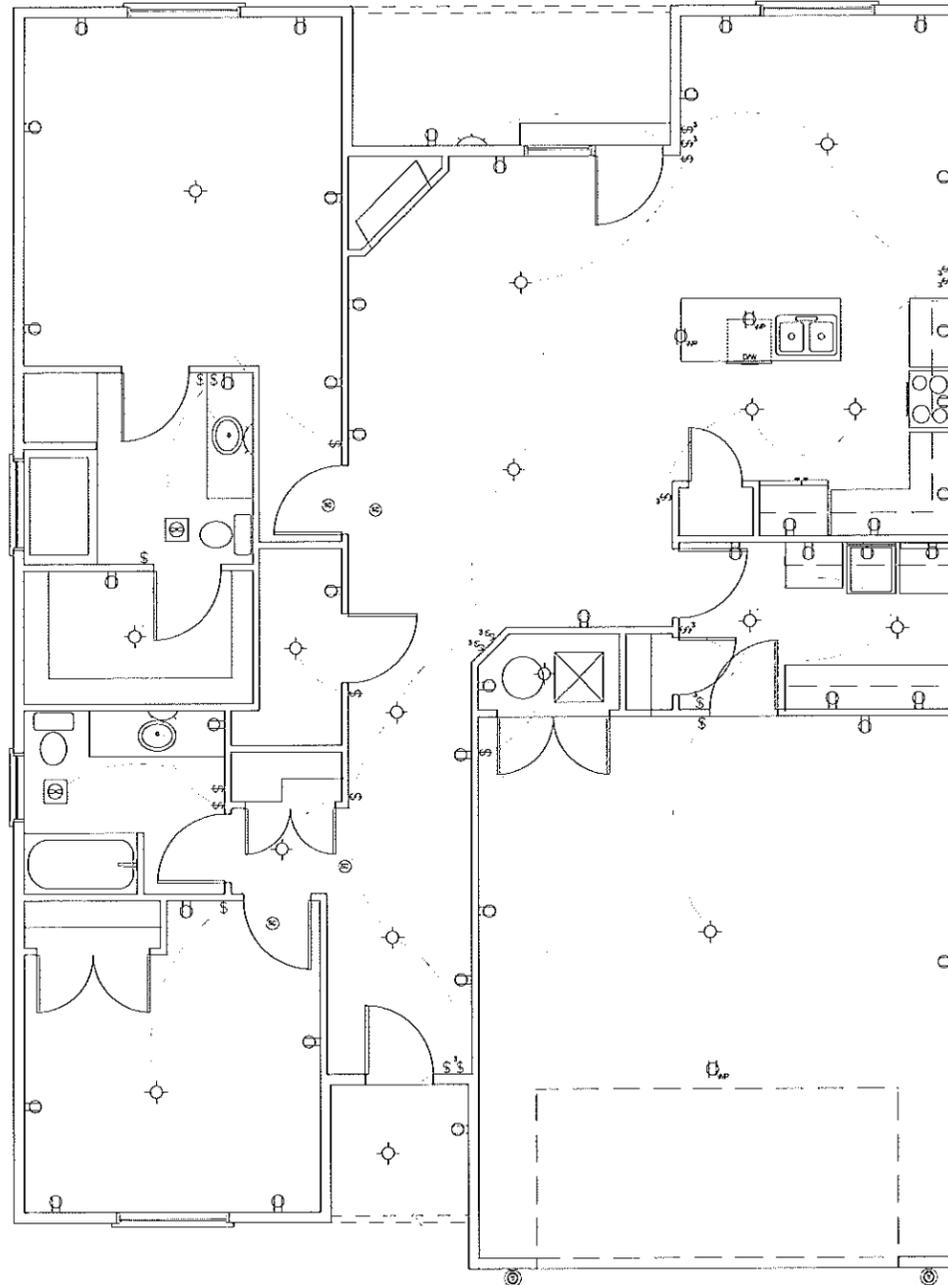
provide gfcı outlets in bathrooms, garage, kitchen, jetted tub and exterior locations

provide outdoor combustion air for fireplace and furnace- insulate floor joists for combustion air chase

seismic anchor water heater USA 502.6

provide drain under washer and vent dryer to outside

bedroom outlets to be arc-fault circuit protectors
NEC 2002 210-12B



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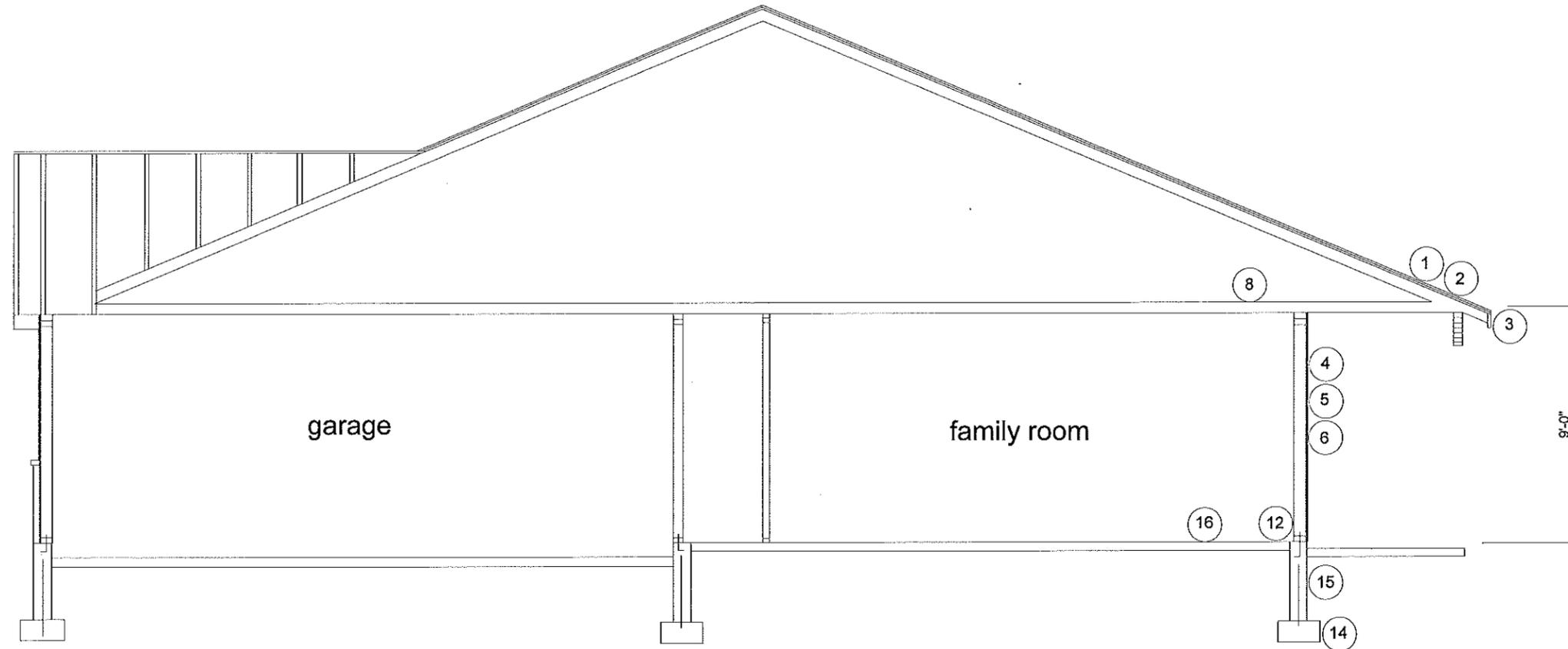
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electrical

scale
1/8"=1'-0

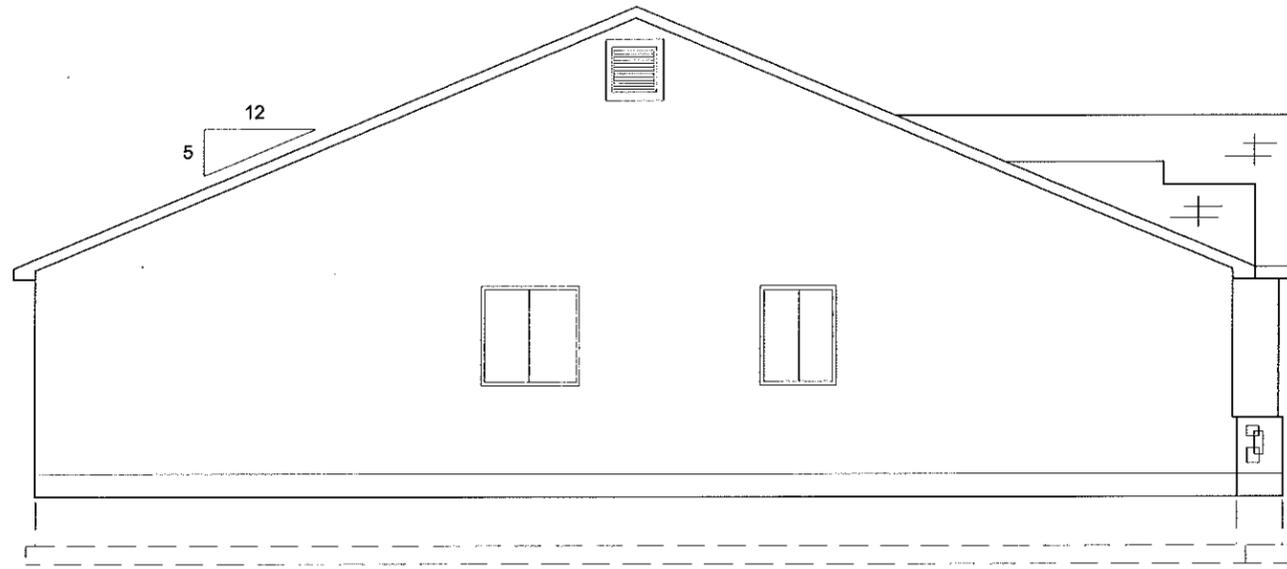
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framing section- 3/16"=1'-0

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| <ol style="list-style-type: none"> 1. truss roof system- see engineering details- stick frame as noted 2. 7/16" wafer board sheathing with clips, 2 layers 15# felt and asphalt shingles- water shield to 24" inside wall line 3. 2x4 or 2x6 backer with aluminum fascia and soffitt system 4. 7/16" wafer board exterior sheathing- nail per engineers details 5. 2x4- 16" o/c or 2x6- 24" o/c construction grade wall studs 6. exterior siding as noted on the elevations 7. R13 (2x4) or R19 (2x6) fiberglass wall insulation 8. R-38 fiberglass attic insulation 9. 3/4" T&G OSB flooring- glued and nailed | <ol style="list-style-type: none"> 10. wood I joist floor system- see engineers details 11. brick or stone veneer with 22 ga ties 16" o/c & #9 wire in bed joints 12. treated sill plate attached to foundation with anchor bolts 13. corrosion resistant flashing with 1/2" drip leg extended past side of foundation 14. concrete footing with vertical and horizontal rebar 15. concrete foundation with vertical and horizontal rebar 16. 4" concrete floor slab with compacted fill & gravel base |
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Height 23' @ Peak

40% Brick or Stone

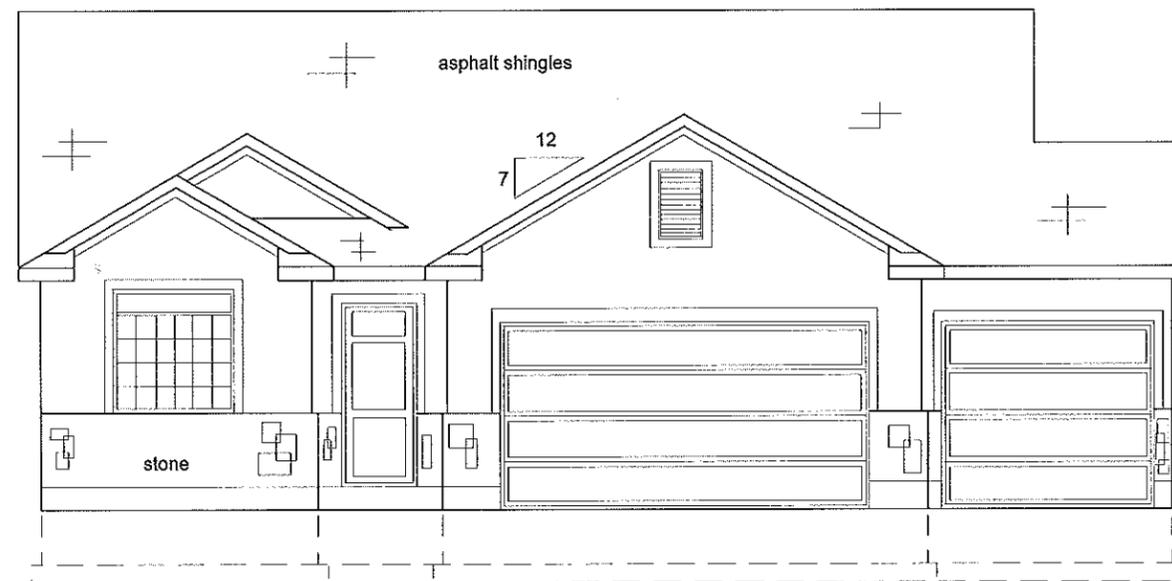
Balance in Stucco or HardiPlank

Exteriors will be in the
Earth tones

provide roof and soffit vents to
comply with IRC R806

stairs more than 30" above grade
shall have guardrails 36" high on
open sides- IRC R316.1 and 316.2

window wells required for
emergency escape and rescue with
a minimum horizontal net area of 9
sq ft



The Crossing at Mitchell
Farms- PUD
1586 triple garage
Riverdale City UT

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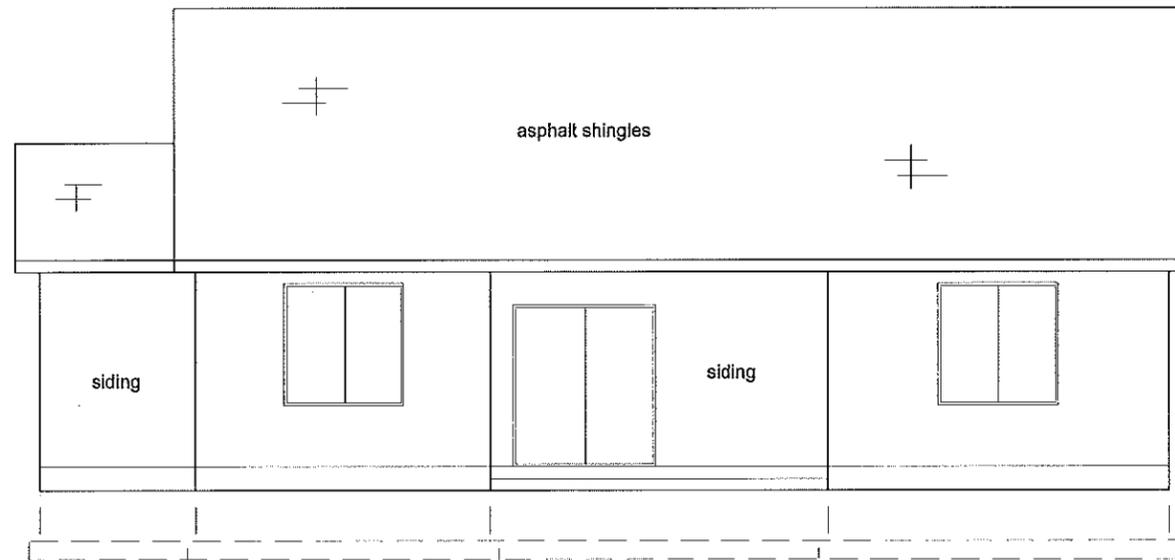
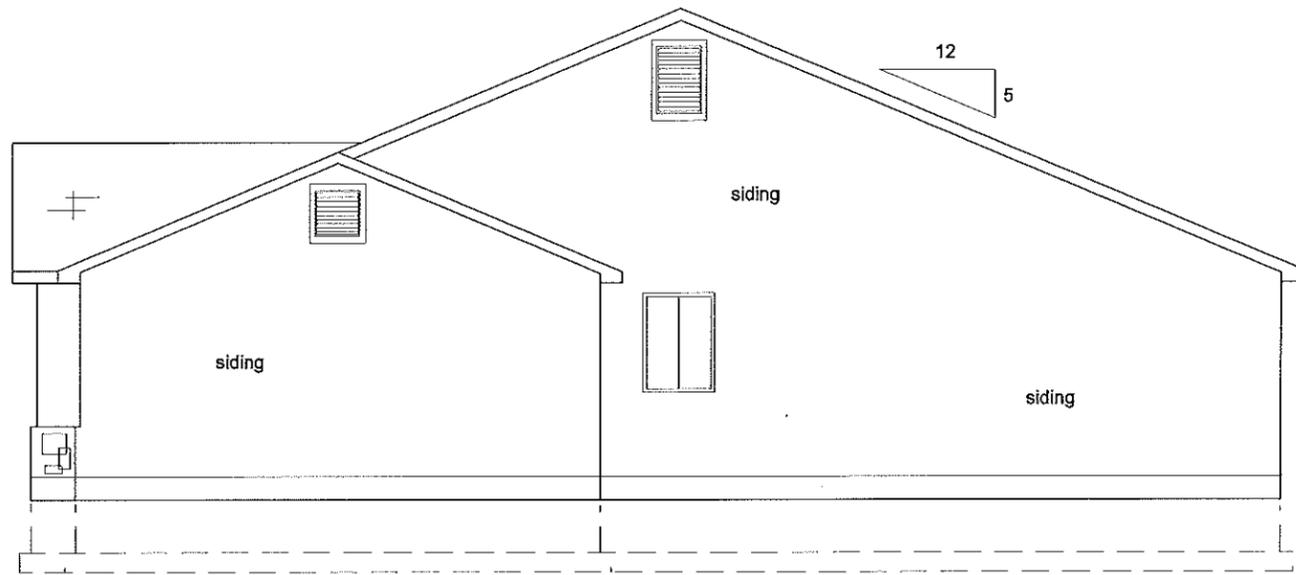
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elevations

scale
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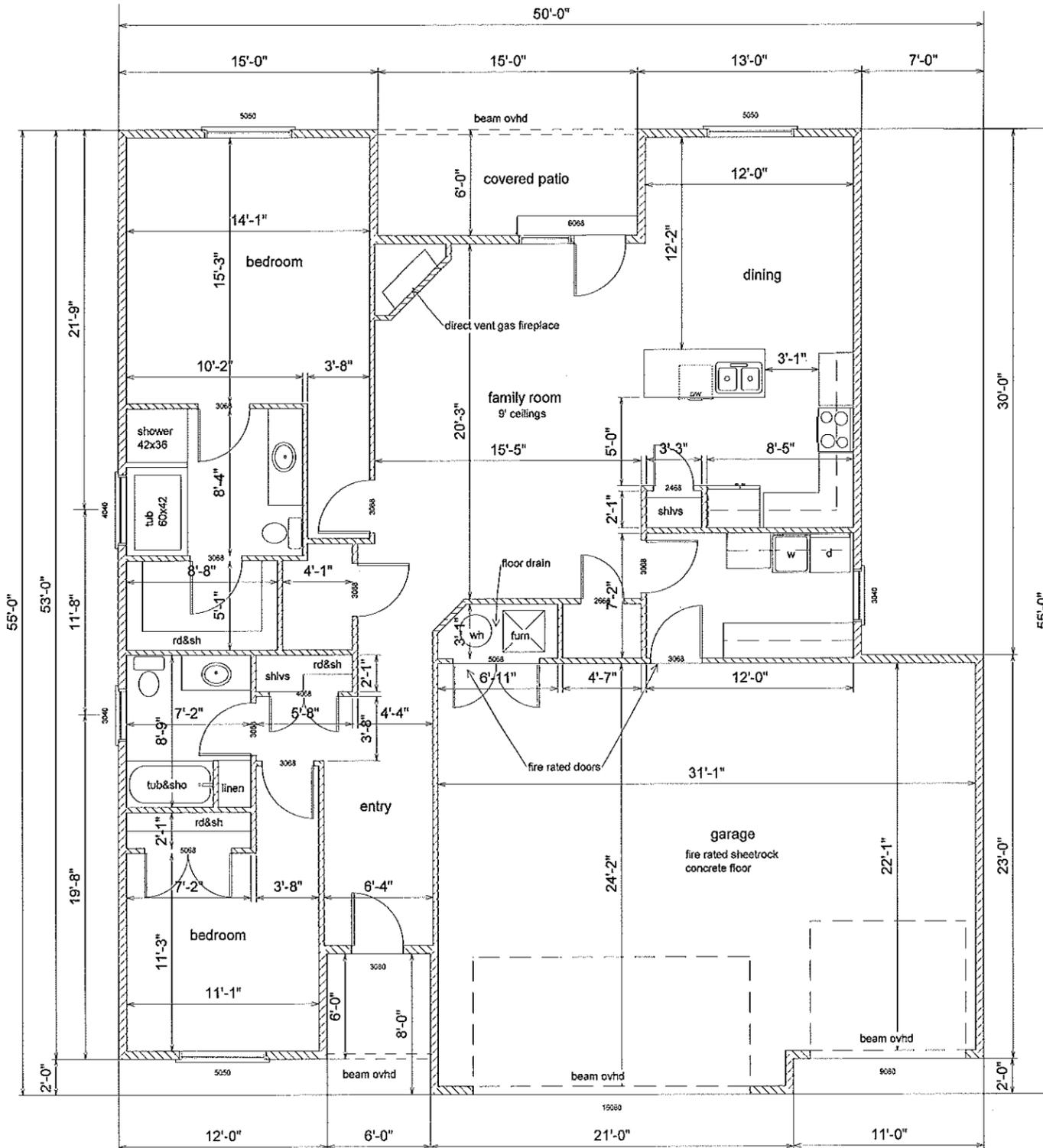
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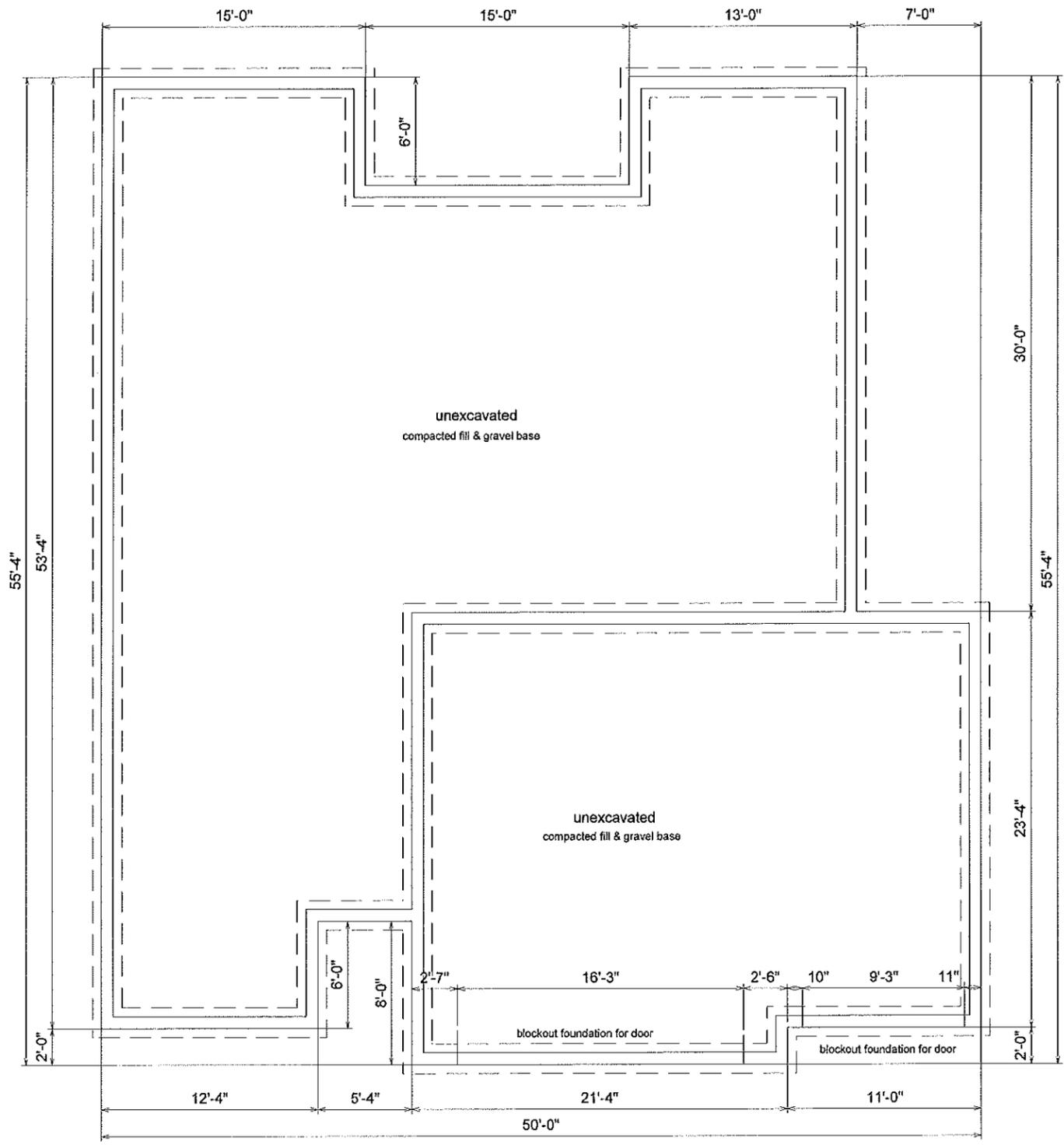
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main floor
 1586 sq ft

scale
 1/8"=1'-0"

date
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page
 3



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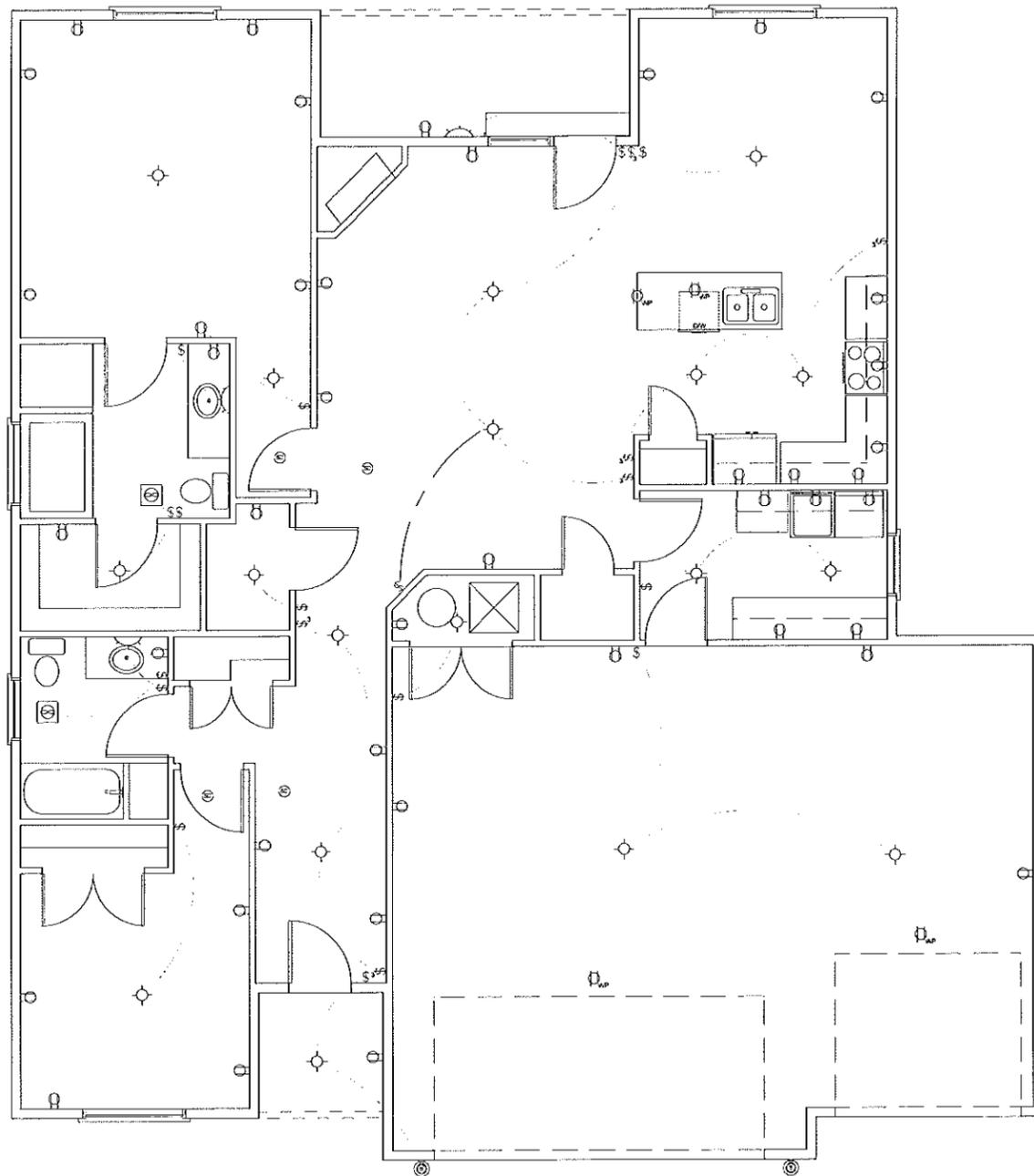
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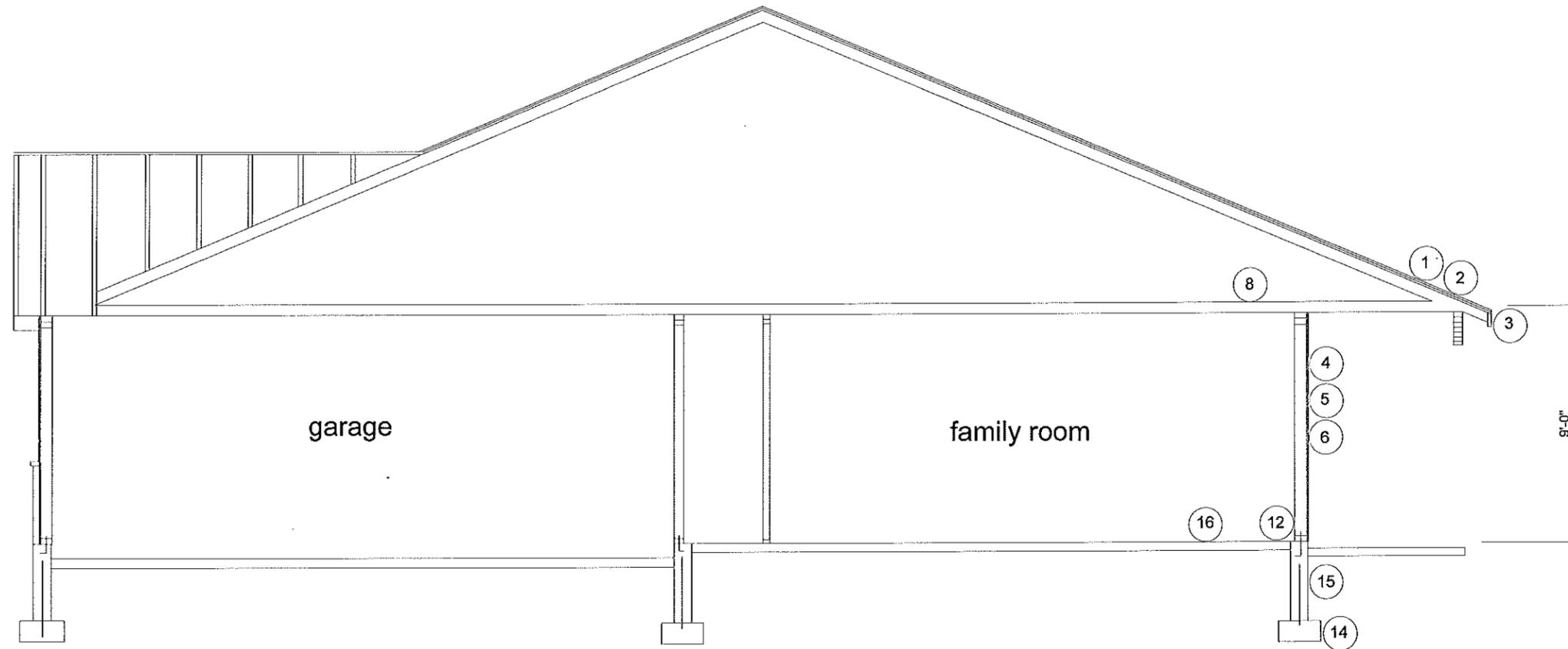
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5



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governing code
2012 IRC

framing details

scale
as noted

date
february 2015

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6

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF**

THE CROSSING AT MITCHELL FARMS, P.R.U.D.

A PLANNED RESIDENTIAL UNIT DEVELOPMENT

PRELIMINARY

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION OF
THE CROSSING AT MITCHELL FARMS, P.R.U.D
A PLANNED RESIDENTIAL UNIT DEVELOPMENT**

THIS DECLARATION is made and executed this _____ day of _____, 2015 by **Forest Creek Construction, LLC**, a Utah Limited Liability Company, (the “Declarant”)

RECITALS

ARTICLE 1 Declarant is the record owner of that certain tract of land (“The Property”) in the city of Riverdale, County of Weber, State of Utah, which is more particularly described in Exhibit attached hereto and by this reference made a part hereof. Declarant desires to create on said Property a residential development with landscaped Common Areas.

ARTICLE 2 Declarant desires to provide for preservation of the values and amenities of the Property and for maintenance of the Common Area in the official records of Weber County, State of Utah

ARTICLE 3 Declarant has deemed it desirable, for the efficient preservation of the values and amenities of the Property, to create an entity, which possesses the powers to maintain and administer the Common Areas and collect and disburse the assessments and charges provided for in the Declaration and otherwise administer and enforce the provisions of the Declaration. For such purposes, Declarant has caused to be incorporated under the laws of the State of Utah, as a nonprofit corporation, ***THE CROSSING AT MITCHELL FARMS HOME OWNERS ASSOCIATION (THE ASSOCIATION’)***

NOW, THEREFORE, for the foregoing purposes, the Declarant declares that the Property shall be subject to this Declaration and that the Property is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I – DEFINITIONS

When used in this Declaration (including in that portion hereof headed (“Recitals”) the following terms shall have them meaning indicated:

- 1.1** Association shall mean The Association shall mean **THE CROSSING AT MITCHELL FARMS ASSOCIATION**, a Utah nonprofit corporation.
- 1.2** Board shall mean the Board of Trustees of the Association.

- 1.3 Common Areas shall mean all property owned or designated on the recorded plat as being intended ultimately to be owned by the Association for the common use and enjoyment of the Owners, together with all improvements thereon and all easements appurtenant thereto.
- 1.4 Declaration shall mean this Declaration of Covenant, Conditions and Restrictions of The Crossing Of Mitchell Farms P.R.U.D., a Planned Development.
- 1.5 Design Committee shall mean the Design Committee established by and referred to in this Declaration.
- 1.6 Living Unit shall mean a structure, which is designed and intended for use and occupancy as a Single-Family residence, together with all improvements located on the same Residential Lot and used in conjunction with such residence.
- 1.7 Managing Agent shall mean any person or entity appointed or employed as Managing Agent pursuant to Section 4.1 of Article IV of this Declaration
- 1.8 Mortgage shall mean any mortgage, deed of trust, or trust deed or the act of encumbering any property by mortgage, deed of trust or trust deed; and mortgagee shall mean any mortgagee of a mortgage and any trustee or beneficiary of a deed of trust or trust deed.
- 1.9 Owner shall mean any person who is the owner of record (as reflected by the records in the office of the County Recorder of Weber County, Utah) of a fee or undivided fee interest in any Residential Lot, including contract sellers, but not including purchasers under contract until such contract is fully performed and legal title is conveyed of record. Notwithstanding any applicable theory relating to mortgages, no mortgagee shall be an Owner unless such party acquires fee title pursuant to foreclosure or sale or conveyance in lieu thereof. Declarant shall be an Owner with respect to each Residential Lot owned by it.
- 1.10 Property shall mean the Property described in Exhibit "A" attached hereto, which includes all land covered by this Declaration, including Common Areas.
- 1.11 Residential Lot shall mean and refer to any one of the ten (10) lots of land within the boundary of the Property as shown upon and designated on the Plat.
- 1.12 Plat shall mean and refer to the plat of **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, prepared and certified by

_____, a licensed professional engineer, executed and acknowledged by Declarant on _____, 2015, which is being recorded in the official records of Weber County, Utah, shortly before the recording of this Declaration, a copy of which is attached hereto as Exhibit "B".

- 1.13 Member shall mean and refer to every person who holds membership in the Association.
- 1.14 Declarant shall mean Forest Creek Construction, LLC, and its successors and assigns.
- 1.15 Single Family shall mean up to three (3) living beings if there are two (2) bedrooms in the Living Unit or four (4) living beings if there are three (3) bedrooms in the Living Unit, regardless of whether such living beings are related by marriage, adoption, or natural decent or not. Due to the limited size of the Living units and for safety reasons, Owners may have no more than one (1) Single Family residing in a Living Unit, in accordance with the size of the Living Unit as outlined above.

ARTICLE II – SUBMISSION AND DIVISION OF PROJECT

- 2.1 **SUBMISSION.** The property which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property situated in Weber County, State of Utah, described in Exhibit "A" attached hereto and by this reference made a part hereof. The Property is being subdivided into **ten (10) Lots**, identified as **Lots 1 thru 10, THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT, AS IDENTIFIED IN THE PLAT.**
- 2.2 **DIVISION INTO LOTS AND COMMON AREAS.** The Property is hereby divided into Ten (10) Lots, and consisting of a fee simple interest in a portion of the Property as set forth in the Plat. All portions of the Property not designated as Lots and excluding City rights-of-way and City utilities, shall constitute the Common Area, which shall be owned by the Association for the benefit of all Owners in accordance with the provisions of this Declaration.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

- 3.1 **MEMBERSHIP:** Every Owner upon acquiring title in a residential Lot shall automatically become a member of the Association and shall remain a member thereof until such time as his/her ownership of such Residential Lot ceases for any reason, at which time his/her membership in the Association with respect to such Residential Lot shall automatically cease and the successor Owner shall become a Member. Membership in the Association shall be mandatory and shall be appurtenant to and may not be separated from the ownership of a Residential Lot.

3.2 VOTING RIGHTS: The Association shall have the following described two classes of voting membership:

Class A. Class A members shall be all Owners, but excluding the Declarant until the Class B Membership ceases. Class A members shall be entitled to one vote for each Residential Lot in which the interest required for membership in the Association is held.

Class B. Declarant shall be the sole Class B Member, entitled to five (5) votes for each residential lot, which it owns. The Class B membership shall automatically cease and be converted to Class A membership upon the commencement of one of the following occurs:

- (a) When the total number of votes held by all Class A Members equals the total number of votes held by the Class B Member(s).
- (b) December 31, 20____.

3.3 MULTIPLE OWNERSHIP INTERESTS: In the event there is more than one Owner of a particular Residential Unit, the vote relating to such Residential Unit shall be exercised as such Owners may determine among themselves, but in no event shall more than one Class A vote be cast with respect to any Residential Unit A vote cast at any Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the Residential Unit concerned unless an objection is made at the meeting by another Owner of the same Residential Unit, in which even a majority in interest of the co-owners as shown on the record of ownership maintained by the Association shall be entitle to cast the vote.

3.4 RECORD OF OWNERSHIP: every Owner shall promptly cause to be duly filed of record the conveyance document to him/her of his/her Residential Unit and shall file a copy of such conveyance document with the secretary of the Association, who shall maintain a record of ownership of the Residential Units. Any Owner who mortgages his Residential Unit or any interest there in by a Mortgage which had priority over the lien of any assessment provided herein shall notify the secretary of the Association of the name and address of the mortgagee and also for the release of such Mortgage; and the secretary of the Association shall maintain all such information in the record of ownership.

ARTICLE IV - OPERATION AND MAINTENANCE

4.1 DUTIES OF THE ASSOCIATION: Without limiting any other duties which may be imposed upon the Association by its Articles of Incorporation or this Declaration, the Association shall have the obligations and duties to do and perform each and

every one of the following for the benefit of the Owner and the maintenance and improvement of the property.

(a) The Association hereby agrees to the following with regards to the Storm Basin:

1. The Storm Water Retention Basin will be planted with lawn sod
2. Storm Water piping from the curb and gutter inlet boxes to the Retention Basin will remain in the ownership of the "Home Owners Association with the Operation and Maintenance by the "Home Owners Association."
3. The Retention Basin will remain in the Ownership of the "Home Owners Association with the Operation and Maintenance by the "Home Owners Association."
4. One Foot (1) of Free Board is required on the Building Lot side of each pond.

(b) The Association here by agrees to the following Maintenance and Schedule with regards to the Storm Basin:

ACTIVITY:	SCHEDULE:
NOTE EROSION OF POND BANKS OR BOTTOM	Semi-Annual Inspection
INSPECT FOR DAMAGE TO EMBANKMENTS MONITOR FOR SEDIMENT ACCUMULATION EXAMINE TO ENSURE THAT INLET AND OUTLET PIPES ARE FREE OF DEBRIS & OPERATIONAL	Annual Inspection
REPAIR UNDERCUT OR ERODED AREAS MOW SIDE SLOPES MANANGE PESTICIDE AND NUTRIENTS REMOVE LITTER AND DEBRIS	Standard Maintenance
SEED OR SOD TO RESTORE DEAD OR DAMAGED AREAS	As Needed
REMOVE SEDIMENT FROM FOREBAY	5-7 Year Maintenance
MONITOR SEDIMENT ACCUMULATIONS, AND REMOVE WHEN POND VOLUME HAS BEEN REDUCED BY 5%	10-20 Year Maintenance

(c) The Association shall accept all record owners as members of the Association.

- (d) The Association shall accept title to all Common Areas conveyed to it by the Declarant.
- (e) The Association shall provide and be responsible for the management, control, operation, care, maintenance, repair, replacement, and upkeep of the Common Areas, including snow removal, and shall keep the same in good, clean, attractive, safe and sanitary condition, unless, until and except to the extent that such responsibility is transferred to and accepted by some other authority, public agency, or utility, and such transfer is agreed to by Member =s holding at least two-thirds 92/3) of the votes of each class of membership of the Association.
- (f) The Association shall responsible for the management, control, operation, maintenance, repair, replacement, and upkeep of the landscaping located in the front of each Living Unit and in the open space common areas. Should an Owner desire to change the landscaping they much first seek approval from the Design Committee as described in Article VIII below. Should the Owner be allowed to change the landscaping, the Owner will be responsible for the management, control, operation, maintenance, repair, replacement, and upkeep of said landscaping.
- (g) The association shall have the power and authority to hire a responsible corporation, partnership, firm, person or other entity to maintain he grounds that are the responsibility, as required by this Declaration, for so long as the said Owners fail to maintain the same. The cost to maintain a Lot for an Owner, whether the maintenance is voluntary or involuntary on the part of the Owner, shall be charged to the Owner and shall be included in the assessment to the Owner as provided in Article V below.
- (h) To the extent not assessed to or paid by the Owners directly, the Association shall pay all real property taxes and assessments, levied upon any portion of the Common Areas, provided that the Association shall have the right to contest or compromise any such taxes or assessments.
- (i) The Association shall obtain and maintain in force the policies of insurance required by Article IX of this Declaration
- (j) The Association shall at all times employ a responsible corporation, partnership, firm, person or other entity as the Managing Agent to manage and control the Common Areas, subject at all times to direction by the Board, with such administrative functions and powers as shall be delegated to the Managing Agent by the Board. The compensation of the Managing Agent shall be such as shall be

specified by the Board. Any agreement appointing a Managing Agent shall be terminable by the Board with cause upon thirty (30) days written notice thereof and at any time without cause or payment of a termination fee upon ninety (90) days written notice thereof, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one year periods. Any Managing Agent shall be an independent contractor and not an agent or employee of the Association.

- (k) The Association shall submit a copy each year of any annual report(s) required under the Utah Revised Nonprofit Corporation Act to Riverdale City and shall be required to complete annual licensing requirements with Riverdale City.

4.2 POWERS AND AUTHORITY OF THE ASSOCIATION: The Association shall have all the powers set forth in its Articles of Incorporation, together with its general powers as a nonprofit corporation, and the power to do any and all things which may be authorized, required or permitted to be done by the Association under and by virtue of this Declaration, including the power to levy and collect assessments as hereinafter provided. Without in any way limiting the generality of the foregoing, the Association shall have the following powers:

- (a) The Association shall have the power and authority at any time and from time to time and without liability to any Owner for trespass, damage or otherwise, to enter upon any Residential Lot for the purpose of maintaining and repairing such Residential Lot or any improvement thereon if for any reason the Owner fails to maintain and repair such Residential Lot or improvement, or for the purpose of removing any improvement constructed, reconstructed, refinished, altered or maintained upon such residential Lot in violation of Articles VII or VIII of this Declaration. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or in the name and behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or any rules and regulations promulgated by the Board, or to enforce by mandatory injunctions otherwise all of the provisions of this Declaration and such rules and regulations.
- (b) In fulfilling any of its duties under this Declaration, including its duties for the maintenance, repair, operation or administration of the Common Areas and Residential Lot (to the extent required herein or necessitated by the failure of the Owners of such Residential Lots) or in exercising any of its rights to construct improvements or other work upon any of the Common Areas, and provided that any contract for good or services having a term of more than one (1) year shall state that it may be terminated by

either party at the end of the first year or at anytime thereafter upon not less than ninety (90) days' written notice, the Association shall have the power and authority (i) to pay and discharge any and all liens placed upon any Common Areas on account of any work done or performed by the Association in the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration and (ii) to obtain, contract and pay for, or otherwise provide for:

1. Construction, maintenance, repair and landscaping of the Common Areas, including all surface run-off, drainage and detention facilities, on such terms and conditions as the Board shall deem appropriate;
2. Such insurance policies or bonds as the Board may deem appropriate for the protection or benefit of Declarant, the Association, the members of the Board, the member of the Design Committee and the Owners;
3. Such utility services, including (without limitations) culinary water, secondary water, sewer, trash removal, electrical, telephone and gas services, as the Board may from time to time deem desirable;
4. The services of architects, engineers, attorneys and certified public accountants and such other professional or nonprofessional services as the Board may deem desirable;
5. Fire, police and such other protection services as the Board may deem desirable for the benefit of the Owners or any of the Property;
6. Such materials, supplies, furniture, equipment, services and labor as the Board may deem necessary; and

(c) The Board may delegate to a Managing Agent any of its powers under this Declaration; provided, however, that the board cannot delegate to such Managing Agent the power to execute any contract binding on the Association for a sum in excess of \$5,000 nor the power to sell, convey, mortgage or encumber any Common Areas.

(d) Upon thirty (30) days prior written notice to the Owner, the Association shall have the power and authority to hire a responsible corporation, partnership, firm, person or their entity to maintain an Owner's Lot(s) should the Owner thereof fail to properly maintain he same. The cost to maintain a Lot for an Owner shall be charged to the Owner and may be included in the next scheduled monthly assessment to the Owner.

4.3 ASSOCIATION RULES: The Board from time to time and subject to the provisions of this Declaration may adopt, amend, repeal and enforce rules and regulations governing, among other thins, (a) the use and maintenance of the Common Areas;

(b) the use of any utility facilities owned by the Association; (c) the collection and disposal of refuse; (d) the maintenance of animals on the Property; and (e) other matters concerning the use and enjoyment of the Property and the conduct of residents.

4.4 LIMITATION OF LIABILITY: No member of the Board acting in good faith shall be personally liable to any Owner, guest, lessee or any other person for any error or omission of the Association, its representatives and employees, the Board, the Design Committee or the Managing Agent.

ARTICLE V – ASSESSMENTS

5.1 PERSONAL OBLIGATION AND LIEN: Each Owner shall, by acquiring or in any way becoming vested with his/her interest in a Residential Lot, be deemed to Covenant and agree to pay to the Association the monthly and special assessments described in this Article, together with late payment fees, interest and costs of collection, if and when applicable. All such amounts shall be, constitute and remain:)a) a charge and continuing lien upon the Residential Lot with respect to which such assessment is made until full paid; and)b) the personal, joint and several obligation of the Owner or Owners of such Lot at the time the assessment fails due. No Owner may exempt himself or his Residential Lot from liability for payment of assessments by waiver of his rights in the Common Areas or by abandonment of his Residential Lot. In a voluntary conveyance of a Residential lot, the grantee shall be jointly and severally liable with the grantor for all unpaid monthly and special assessments, late payments fees, interest , and costs of collection which shall be a charge on the Residential Lot at the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.

5.2 PURPOSE OF ASSESSMENTS: Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property. The use made by the Association of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Area; maintenance, repair, and improvements of the Common Areas; management and supervision of the Common Areas; establishing and funding of a reserve to cover major repair or replacement of improvements with the Common Areas; and any expense necessary or desirable to enable the Association to perform or fulfill its obligations, functions or purposes under this declaration or its Articles of Incorporation. The Association shall maintain an adequate reserve fund or funds for maintenance, repairs and replacement of those elements of the Common Areas that must be maintained, repairs or replaced on a periodic basis.

5.3 MONTHLY ASSESSMENTS: The Board shall from time to time and in its discretion set the amount of the monthly assessment in an amount reasonably estimated by the Board to be sufficient to meet the obligations imposed by this Declaration and on the basis specified in Section 5.7 below.

5.4 SPECIAL ASSESSMENTS: From and after the date set under Section 5.8 of this Article, the Association may levy special assessments for the purpose of defraying, in whole or in part: (a) any expense or expenses not reasonably capable of being fully paid with the funds generated by monthly assessments; or (b) the cost of any construction, reconstruction, or unexpectedly required repairs or replacement of the Common Areas. Any such special assessment must be assented to by a majority of the votes of the membership which Owners present in person or represents by proxy are entitled to cast at a meeting duly called for that purpose. Written notice setting for the purpose of such meeting shall be sent to all Owners at least ten (10) but not more than thirty (30) days prior to the meeting date.

5.5 QUORUM REQUIREMENTS: The quorum at any meeting required for any action authorized by Section 5.4 above shall be as follows: At the first meeting called, the presence of Owners or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth in Section 5.4) at which a quorum shall be one-half of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

5.6 SPECIAL ASSESSMENT ON SPECIFIC RESIDENTIAL LOTS: In addition to the monthly assessment and any special assessment authorized pursuant to Section 5.4 above; the Board may levy at any time special assessments (a) on every Residential Lot especially benefited by any improvement to adjacent sidewalks, planting areas or other portions of the Common Areas made on the written request of the Owner of the Residential Lot to be charged, (b) on every Residential Lot or the Owner or occupant of which shall cause any damage to the Common Areas necessitating any expense for maintenance or repair work performed, or enforcement action taken, pursuant to Section 4.2 (a) of Article IV or other provisions of this Declaration. The aggregate amount of any such special assessments shall be determined by the cost of such improvements, repairs, maintenance or enforcement action, including all overhead and administrative costs, and shall be allocated among the affected Residential Lots according to the special benefit or cause of damage or maintenance or repair work or enforcement action, as the case may be, and such assessment may be made in advance of the performance of work. If a special benefit arises from any improvement which is part of the general maintenance obligations of the Association. It shall not give rise to a special assessment against the Residential Lots benefited.

5.7 UNIFORM RATE OF ASSESSMENT: All monthly and special assessments authorized by Section 5.3 or 5.4 above shall be fixed at a uniform rate for all Residential Lots; provided, however, that until a Residential Lot has been both fully improved with a Living Unit and occupied for the first time for residential purposes, the monthly assessment applicable to such Residential Lot shall be ten percent (10%) of the monthly assessment which would otherwise apply to such Residential

Lot. No amendment of this Declaration changing the allocation ratio of such assessments shall be valid without the consent of the Owners of all Residential Lots adversely affected.

5.8 Monthly Assessment Due Dates: The monthly assessments provided for herein shall commence as to all Residential Lots as of the second month following fifteen (15) days prior to such commencement date and at least fifteen (15) days prior to the effective date of any change in the amount of monthly assessments, the Associate shall give each Owner written notice of the amount and first due date of the assessment concerned.

5.9 CERTIFICATE REGARDING PAYMENT: Upon the request of any Owner or prospective purchaser or encumbrance of a Residential Lot and upon the payment of reasonable fee to the Association to cover administrative costs, the Association shall issue a certificate stating whether or not payment of all assessments respecting such Residential Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who rely thereon in good faith.

5.10 EFFECT OF NONPAYMENT – REMEDIES: Any assessment not paid when due shall, together with interest and costs of collection, be, constitute, and remain a continuing lien on the affected Residential Lot. If any assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the due date at the rate of one and one-half percent (1-1/2%) per month; and the Association may bring an action against the Owner who is personally liable or may foreclose its lien against the Residential Lot, or both. Any judgment obtained by the Associate in connection with the collection of delinquent assessments and related charges shall include reasonable attorney's fees, court costs and every other expense incurred by the Association in enforcing its rights.

5.11 SUBORDINATION OF LIEN TO MORTGAGES: The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage to a bank, savings and loan association, insurance company or other institutional lender; and the holder of any such first Mortgage or purchaser who comes into possession of a Residential Lot by virtue of the foreclosure of such Mortgage or the exercise of a power of sale under such mortgage, or by deed in lieu of foreclosure, shall take free of such assessment lien as to any assessment which accrues or becomes due prior to the time such holder or purchaser takes possession of such Residential Lot; provided, that to the extent there are any proceeds of the sale on foreclosure of such Mortgage or by exercise and such power of sale in excess of all amounts necessary to satisfy all indebtedness secured by and owed to the holder of such Mortgage, the lien shall apply to such excess. No sale or transfer shall relieve any resident Lot from the lien of any assessment thereafter becoming due.

ARTICLE VI – PROPERTY RIGHTS AND CONVEYANCES

6.1 EASEMENT CONCERNING COMMON AREAS: Each Owner shall have a nonexclusive right and easement of use and enjoyment in and to the Common Areas. Such right and easement shall be appurtenant to and shall pass with title to each Residential Lot and in no event shall be separated therefrom. Any Owner may delegate the right and easement of use and enjoyment described herein to any family member, household guest, tenant lessee, contract purchaser, or other person who resides on such owner's Residential Lot. Notwithstanding the foregoing, no Owner shall have any right or interest in any easements forming a portion of the Common Areas except for the necessary parking, access, communication, utility, drainage and sewer purposes for which such easement are intended for use in common with others.

6.2 FORM OF CONVEYING LEASES: Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Residential Lot shall describe the interest or estate involved substantially as follows:

Lot No. _____ of **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, according to the Plat thereof recorded in Book _____, Page _____, of the Official Records of Weber County, which Lot is contained with **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, identified in the "Declaration of Covenants, Conditions, and Restrictions of **THE CROSSING AT MITCHELL FARMS, P.R.U.D., A PLANNED RESIDENTIAL UNIT DEVELOPMENT**, recorded in Book _____ at Page _____. SUBJECT TO the covenants, conditions, restrictions, easements, charges and liens provided for in said Declaration of Covenants, Conditions and Restriction.

Whether or not the description employed in any such instrument is in the above-specified form, however, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Residential Lot. Any lease of a Residential Lot shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-laws of the Association and that any failure by the lessee to comply with the terms of such documents shall be a default under the Lease.

6.3 TRANSFER OF TITLE TO COMMON AREAS: Declarant shall convey to the Association title to the various Common Areas free and clear of all liens (other than the lien of current general taxes and the lien of any non delinquent assessments, charges or taxes, imposed by governmental or quasi-government authorities), as each such Common Area is substantially completed.

6.4 LIMITATION ON EASEMENT: An Owner's right and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

- (a) The right of the Association to govern by rules and regulations the use of the Common Areas for the Owners so as to provide for the enjoyment of the Common Areas by every Owner in a manner consistent with the

preservation of quiet enjoyment of the Residential Lots by every Owner, including the right of the Association to impose reasonable limitations on the number of guests per Owner who at any given time are permitted to use the Common Areas;

(b) The right of the Association to suspend an Owner's right to the use of any amenities included in the Common Areas for any period during which an assessment on such Owner's Residential Lot remains unpaid and for a period not exceeding ninety (90) days for any infraction by such Owner of the provisions of this Declaration or of any rule or regulation promulgated by the Board;

(c) The right of Weber County and Riverdale City, and any other governmental or quasi-governmental body having jurisdiction over the Property over the Property, to enjoy access and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the Common Areas for the purpose of providing police and fire protection, transporting school children, and providing any other government or municipal service, and

(d) The right of the Association to dedicate or transfer any part of the Common Areas to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association, provided that such dedication or transfer must first be assented to in writing by (1) all holders of first mortgages secured by residential Lots, and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owner by Declarant). No such dedication or transfer, however, may take place without the Association first receiving written approval from Riverdale City pursuant to all applicable state and city laws, rules and ordinances in effect at the time of such proposed dedication or transfer.

6.5 RESERVATION OF ACCESS AND UTILITY EASEMENTS: Declarant reserves easements for access, electrical, gas, communications, cable television and other utility purposes and for sewer, drainage and water facilities, (whether servicing the Property or other premises or both) over, under, along, across and through the Property, together with the right to grant to Riverdale City and Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association, easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions required by the grantee thereof for such easement rights, provided, however, that such easement rights must be exercised in such manner as not to interfere unreasonably with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the Association; and in connection with the installation, maintenance or repair or any facilities as provided for in any such easements, the Property shall be promptly restored by and at the expense of the

person owning and exercising such easement right to the approximate condition of the Property immediately prior to the exercise thereof.

6.6 EASEMENTS FOR ENCROACHMENTS: If any part of the Common Areas as improved by Declarant now or hereafter encroaches upon any Residential Lot or if any structure constructed by Declarant on any Residential Lot now or hereafter encroaches upon any other Residential Lot or upon any portion of the Common Areas, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. If any structure on any Residential Lot shall be partially or totally destroyed and then rebuilt in a manner intended to duplicate the structure so destroyed, minor encroachment of such structure upon any other Residential Lot or upon any portion of the Common Areas due to such reconstruction shall be permitted; and valid easements for such encroachments and the maintenance thereof, so long as they continue, shall exist.

6.7 Easements for Construction and Development Activities: Declarant reserves easements and rights of ingress and egress over, under, along, across and through the Property and the right to make such noise, dust and other disturbance as may be reasonable incident to or necessary for the (a) construction of Living Units on Residential Lots, (b) improvement of the Common Areas and construction, installation and maintenance thereon of access roads, walkways, building, structures, landscaping, and other facilities designed for the use and enjoyment of some or all of the Owners, and (c) construction, installation and maintenance on lands within, adjacent to, or serving the Property of walkways, and other facilities, planned for dedicating to appropriate governmental authorities. The reservations contained in this paragraph shall expire twenty (20) years after the date on which this Declaration was first filed for the record in the Office of the County Recorder of Weber County, Utah.

6.8 GRANT OF EASEMENT TO RIVERDALE CITY: Declarant hereby dedicates, grants, and conveys to Riverdale City a perpetual right-of-way and easement over, upon and under the lands designated on the Plat as Common Area and easements for Public Utility and drainage purposes as indicated on the Plat, the same to be used for the installation, maintenance and operation of public utility service lines and storm drainage facilities, the same to be maintained and managed by the Association.

6.9 EASEMENT FOR ACCESS FOR MAINTENANCE, REPAIRS AND UPKEEP: Declarant reserves perpetual easements for access over, under, along, across and through that portion of each Residential Lot which immediately abuts the Living Unit located on any neighborhood Residential Lot (hereinafter referred to as the "Easement Lot"), said easement being ten (10) feet in width and the length thereof being equal to the entire length of the specific side property line of said Easement Lot abutting the Living Unit on any neighboring Residential Lot, together with the right to grant to Riverdale City and Weber County, or any other appropriate governmental agency or to any public utility or other corporation or association or applicable Owner of

Residential Lot adjacent to an Easement Lot easements for such purposes over, under, across, along and through the Property upon the usual terms and conditions require by the grantee there of such easement rights for maintenance, Repairs and Upkeep of any structure so situated, provided, however, that such easement right must be exercised in such a manner as not to interfere unreasonable with the use of the Property by the Owners and the Association and those claiming by, through or under the Owners or the association and in connection with the installation, maintenance, or repair of any facilities or structures as provided for in any of such easements, the Property shall be promptly restored by and at the expense of the person owning the exercising such easement rights to the approximate condition of the Property immediately prior to the exercise thereof.

ARTICLE VII – LAND USE RESTRICTIONS AND OBLIGATIONS

7.1 GENERAL RESTRICTIONS AND REQUIREMENTS:

(a) No improvement, excavation, fill or other work (including the installation of any wall or fence) which in any way alters any Residential Lot from its natural or improved state existing on the date such Residential Lot is first conveyed by Declarant to a purchaser shall be made or done except upon strict compliance with the provisions of this Article VII and the provisions of Article VIII.

(b) Residential Lots shall be used only for single-family residential purposes, and no more than one Living Unit shall be constructed on any Residential Lot. The facilities and improvements constitution part of the Common Areas shall be used only for the purposes and uses for which they are designed. Common areas shall be used only for natural recreational uses which do not injure or scar the Common Areas or the vegetation thereof, increase the cost of the maintenance thereof or cause unreasonable embarrassment, disturbance or annoyance to Owners in their enjoyment of their Residential Lots, and Living Units or the Common Areas.

(c) Business, professions or trades may be operated or maintained in a Residential Lot subject to the prior written approval of the Board, which approval shall not be unreasonably withheld, subject to the following limitations: (i) any such business, profession or trade may not require heavy equipment or create a nuisance within the Project, (ii) may not noticeably increase the traffic flow to the project, (iii) may not be observable from outside the Residential Lot, and (iv) may only be carried on following approval from Riverdale City pursuant to all applicable state and city laws, rules and ordinances in effect at the time any such use is requested. Specifically, it is contemplated that certain business, professions or trade which rely heavily on the Internet and other similar types of technological advance may be operated or maintained within a Residential Lot, subject to the foregoing limitations and all other limitations of this Declaration.

(d) No noxious or offensive activity shall be carried on upon any Residential Lot, nor shall anything be done or placed thereon which may be or become a nuisance, or

cause unreasonable embarrassment, disturbance, or annoyance to other Owners in the enjoyment of their Residential Lots, and Living Units or the Common Areas. Without limiting the foregoing, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively to protect the security of the Residential Lot and Living Unit thereon, shall be placed or used upon any Residential Lot without the prior written approval of the Design Committee.

(e) No furniture, fixtures, appliances or other goods and chattels shall be stored in such a manner as to be visible from neighboring Residential Lots, streets or Common Areas.

(f) Each Residential Lot, and all improvements located thereon, shall be maintained by the Owner thereof, in good condition and repair, and in such a manner as not to create a fire hazard, all at the Owner's expense.

(g) All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible for neighboring Residential Lots, streets or Common Areas. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with applicable laws and the rules and regulations of the Board.

(h) No Residential Lot shall be subdivided.

(i) All improvements shall be constructed in accordance with applicable building line and setback provisions of zoning ordinances.

(j) All structures constructed on any Residential Lot shall be constructed with new materials unless otherwise permitted by the Design Committee; and no used structures shall be relocated or placed on any Residential Lot.

(k) No Structure or improvement having a height of more than one (1) story shall be constructed on any Residential Lot; provided, however, that the height of a structure or improvement may exceed one (1) story if permitted by law and if the Design Committee determines that the proposed height is compatible with the physical site involved and adjoining properties.

(l) Living Units on all Residential Lots shall measure a minimum of 1500 square feet, excluding any garage space.

(m) Living Units on all Residential Lots shall have a minimum of a two (2) car attached garage.

(n) Vehicles shall not be parked upon any of the streets or streets within the Property unless prior written approval is received from the Board or as allowed by law. Furthermore, not more than one (1) car may be parked on any driveway on any Residential Lot. All other vehicles shall be parked in a garage located on a

Residential Lot. No Recreational Vehicles, including Motor Homes, ATVs, Snowmobiles and the like, may be parked on any street located within the Property or in the driveway of any Residential Lot.

(o) Aluminum, vinyl and or steel siding shall only be used in soffit and fascia areas of Living Units constructed upon Residential Lots.

(p) The exterior covering of all Living Units shall be of brick or native stone and stucco, as determined by the Declarant. Once a Residential Unit is constructed, no Owner shall change or alter the exterior coverings of the Unit unless prior written approval is obtained from the Design Committee.

(q) No Living Unit shall be permitted to remain incomplete for a period in excess of one (1) from the date of commencement of construction unless any delays are approved by the Design Committee.

(r) No accessory building shall be constructed on any Residential Lot unless specifically allowed by architectural standards approved prior by the Design Committee. In the absence of any architectural standards, no such accessory building shall be allowed.

(s) No exterior lighting of any sort shall be installed or maintained on a Residential Lot if the light source shines directly into a neighboring residence.

(t) No Living Unit shall be occupied until the same is substantially completed in accordance with the plans of the Unit type.

(u) No Owner of any Residential Lot, except Declarant, shall build or permit the building thereon of any structure that is to be used as a model or exhibit unless a permit to do so is first granted by the Design Committee.

(v) No improvement which suffers partial or total destruction shall be allowed to remain on any Residential Lot in such a state for more than three (3) months after the date of such destruction.

(w) No outside toilet, other than self-contained portable toilet units used during construction, shall be placed or constructed on any Residential Lot or the Common Areas. All plumbing fixtures, dishwashers, garbage disposals, toilets and sewage disposal systems shall be connected to a sewage system.

(x) No fuel tanks or similar storage facilities shall be constructed or used on any Residential Lot or in the Common areas.

(y) No exterior antenna or satellite dish or any sort shall be installed or maintained on any Residential Lot except of a height, size and type approved by the Design

Committee. No activity shall be conducted within the Property, which interferes with television or radio reception.

(z) No Outside clotheslines and other outside clothes drying or airing facilities shall be maintained on any Residential Lot unless the same is maintained within a fenced enclosure and not visible from the streets.

(aa) No drilling (except for a water well expressly permitted), refining, quarrying or mining operations of any kind shall be permitted upon any Residential Lot or the Common Areas, and no derrick, structure, pump or equipment designed for use in any such activity shall be erected, maintained or permitted on any Residential Lot or the Common Areas. There shall be no water well developed on any Residential Lot by the Owner thereof unless (i) a permit is first obtained from the Board and (ii) the Board first approves the location and facilities used in connection with such well.

(bb) There shall be no blasting or discharge of explosives upon any Residential Lot or the Common Areas except as permitted by the Board, provided that this provision shall in no way limit or restrict Declarant in its activities in connection with and during the development and sale of Residential Lots.

(cc) No signs whatsoever shall be erected or maintained upon any Residential Lot, except:

Such signs as may be required by legal proceedings,

Such signs as Declarant may erect or maintain on a Residential Lot prior to sale and conveyance,

One "For Sale" or "For Rent" sign having a maximum face area of eight (8) square feet and a maximum height of six (6) feet and referring only to the premises on which it is situated.

(dd) Except to the extent used by Declarant in connection with and during the development and sale of Residential Lots, no mobile home or similar facility shall be placed upon any Residential Lot, the Common Areas, or adjoining public streets except for temporary storage in strict accordance with the rules and regulations of the Board. No stripped down, wrecked or junk motor vehicles shall be kept, parked, stored or maintained on any Residential Lot, Common Areas, or streets. No large commercial vehicle, motor home, camping trailer, snowmobile trailer, or the like, shall be parked on any Residential Lot, streets, or Common Areas except as prior approved by the Board.

(ee) Maintenance of any animals on any Residential Lot shall be subject to the following restrictions and limitations:

1. No livestock of any kind, including, but not limited to, pigs, cows, goats, sheep, horses, etc. may be kept or maintained on any Residential Lot.
2. No dangerous or nuisance animals, as defined by the Board, may be maintained or kept on any Residential Lot.
3. The area of any Residential Lot occupied by an animal shall be properly Maintained so as not to create an noxious or offensive odors or conditions which is or ma become a nuisance or may cause disturbance or annoyance to other Owners in the Project.
4. No animals shall be permitted on the Common Areas except when accompanied by and under the control of the persons to whom they belong
5. The use and control of any animals shall be subject to further control by rules and regulations promulgated by the Board.

(ff) Subject to further control by rules and regulations promulgated by the Board, only one generally recognized house pet weighing twenty-five (25) pounds or less shall be kept on any Lot. House pets shall be permitted on the Common Areas when accompanied by and under the control of the person to whom they belong. No animals of any kind shall be raised for commercial purposes unless prior written approval is obtained from the Board.

(gg) There shall be no exterior fires, except fires started and controlled by the Association incidental to the maintenance and preservation of any portion or the Property and barbecue and incinerator fires contained within facilities or receptacle designed for such purposes. No Owner shall cause or permit any condition which creates a fire hazard, creates a nuisance, or is in violation of any fire prevention regulations.

(hh) There shall be no camping upon any Residential Lot or Common Areas except as permitted by the Board by written license.

(ii) No Owner or guest shall park any vehicle or cause any obstruction in front of a driveway.

7.2 EXEMPTION OF DECLARANT: Notwithstanding the provisions of Section 7.2, the Declarant shall have the right to use any Residential Lot or Living Unit owner by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any construction, marketing, sales, management, promotional or other activities designed to accomplish or facilitate improvement of the Common Areas or improvement and sale of all Residential Lot owned by Declarant.

7.3 ENFORCEMENT OF LAND USE RESTRICTIONS: The following persons shall possess the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration:

- (a) Declarant, so long as it has any interest in any of the Property or Residential Lots;
- (b) Any Owner; or
- (c) The Association;
- (d) The Design Committee, specifically, shall possess only the rights and responsibilities of review and approval outlined in this Declaration and shall not possess the right to exercise or seek any remedy at law or in equity to enforce strict compliance with this Declaration.
- (e) The individual members of the Design Committee may possess such right of enforcement only in the event they are also one of the parties specified in paragraphs 7.3(a), (b) or (c) above possessing such right, but not in their capacity as a Design Committee member.

The prevailing party in an action for the enforcement of any provisions of this Declaration shall be entitled to collect court costs and reasonable attorney's fees.

7.4 CONDITIONAL NOTES ON PLAT: Neither the Association nor any Owner of a Residential Lot shall have the authority to waive or alter the conditions or requirements set out as notes on the Plat.

ARTICLE VIII - ARCHITECTURAL CONTROL

8.1 ORGANIZATION OF THE DESIGN COMMITTEE: There shall be a Design Committee consisting of not fewer than three (3) members. The members of the Design Committee need not be Owners. Declarant shall have the right to appoint, remove and increase the number of members of the Design Committee; provided that such right shall vest in the Board upon the expiration of any continuous period of eighteen (18) months during which Declarant at all times owns less than ten percent (10%) of the Residential Lots then covered by this Declaration. Declarant may voluntarily relinquish control of the Design Committee to the Board at any time. Whenever the Design Committee consists of more than three (3) members, it may designate subcommittees, each consisting of at least three (3) members. Unless authorized by the Board, the members of the Design Committee shall not receive any compensation, but all members shall be entitled to reimbursement from the Association for reasonable expenses incurred in the performance of any Design Committee function.

8.2 ACTIONS REQUIRING APPROVAL: No fence, wall Living Unit, accessory or additions to a Living Unit, or landscaping or together improvement of a Residential Lot shall be constructed or performed, nor shall any alteration of any structure on any Residential Lot including a change in exterior color, be made, unless complete plans and specifications showing the nature, color, kind, shape, height, materials and location of the same shall first be submitted to and approved by the Design Committee.

8.3 STANDARD OF DESIGN REVIEW: Before granting any approval of plans and specifications, the Design Committee shall determine to its reasonable satisfaction that such plans and specifications (a) conform to all architectural standards contained in this Declaration and all further architectural standards promulgated from time to time by the Board and (b) provide for a structure, alteration landscaping or other improvements in harmony as to external design and location with surrounding structures and topography.

8.4 DESIGN COMMITTEE RULES AND ARCHITECTURAL STANDARDS: The Board may, upon recommendation from the Design Committee, adopt and file as a matter of public record reasonable rules related to the efficient review of plans and specifications including requirements as to the number of sets of plans and specifications to be submitted, the fixing of a review or variance request fee not exceeding Fifty Dollars (\$50.00) per review or variance request, the details to be shown on plans and specifications, and design guidelines consistent with this Declaration and covering such matters as setbacks, height limitations, restrictions on minimum or maximum size and quality of structures.

8.5 APPROVAL PROCEDURE: The Design Committee and any subcommittees thereof shall meet from time to time as necessary to perform the duties of the Design Committee. The Vote or written consent of a majority of the Design Committee or any authorized subcommittee shall constitute the act of the Design Committee. Any plans and specifications submitted to the Design Committee shall be approved or disapproved within thirty (30) days after receipt by the Design Committee. If the Design Committee fails to take action within such period, the plans and specifications shall be deemed to be approved as submitted.

8.6 VARIANCE PROCEDURE: If plans and specifications submitted to the Design Committee are disapproved because such plans and specifications are not in conformity with applicable architectural standards, the party or parties making such submission may submit a request for variance to the Design Committee, which shall make a written recommendation of approval or disapproval of the requested variance to the Board. The Board shall approve or disapprove the request for variance in writing. If the Board fails to approve or disapprove a request for variance within sixty (60) days after such request is submitted to the Design Committee, such request shall be deemed to be denied.

8.7 NON-WAIVER: The approval by the Design Committee of any plans and specifications for any work done or proposed shall not constitute a waiver of any right of the Design Committee to disapprove any similar plans and specifications.

8.8 COMPLETION OF CONSTRUCTION: Once begun, any improvements, construction, landscaping or alterations approved by the Design Committee shall be diligently prosecuted to completion in strict accordance with the plans and specifications approved by the Design Committee.

8.9 EXEMPTION OF DECLARANT: The provisions of this Article shall not apply to any improvement, construction, landscaping or alteration made or performed by Declarant on any Residential Lot or portions of the Common Areas at any time during the twenty (20) year period following the date on which this Declaration is filed for record in the office of the County Recorder of Weber County, Utah.

8.10 ESTOPPEL CERTIFICATE: Within thirty (30) days after written demand therefor is delivered to the Design Committee by any Owner and upon payment therewith to the Association of a reasonable fee from time to time to be fixed by the Board, the Design Committee shall issue an estoppel certificate in recordable form executed by any two of its members, certifying with respect to any Residential Lot of such Owner that as of the date thereof either (a) all improvements and other work made or done upon or within such Residential Lot by the Owner, or otherwise, comply with this Declaration, or (b) such improvements or work do not so comply, in which event the certificate shall also (i) identify the nonconforming improvements or work, and (ii) set forth the nature of such noncompliance. Any mortgagee or purchaser from the Owner shall be entitled to rely on such certificate with respect to the matters therein set forth.

8.11 DISCLAIMER OF LIABILITY: Neither the Design Committee, nor any member thereof acting in good faith shall be liable to the Association to any Owner for any damage, loss, or prejudice suffered or claimed on account of (a) the approval or rejection of, or the failure to approve or reject, any plans, drawings and pursuant to approved plans, drawings and specifications, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any of the Property, or (d) any engineering or other defect in approved plans and specifications.

ARTICLE IX - INSURANCE

9.1 LIABILITY INSURANCE: The Board shall procure and maintain from a company or companies holding a rating of "AA" or better from Best's Insurance Reports a policy or policies (herein called "the Policy") of Public Liability Insurance to insure the Association, the board and the Managing Agent and employees of the Association against claims for bodily injury and property damage arising out of the conditions of the Common Areas or activities thereon under a Comprehensive General Liability form. Such insurance shall be for such limits as the Board may

decide, but not less than those limits customarily carried by properties of comparable character and usage in the County of Weber nor less than \$1,000,000 for personal injury and property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owner and hired automobiles, liability for property of others and such other risks as shall customarily be covered with respect to property similar in construction, location and use. The policy shall contain a "Severability of Interest" endorsement, which shall preclude the insurer from denying the claims of any Owner because negligent acts of the Association or other Owners and a cross-liability endorsement pursuant to which the rights of the named insured as between themselves are not prejudiced. The Policy shall provide that the Policy may not be cancelled by the insurer unless it gives at least thirty (30) days prior written notice thereof to the Board and every other person in interest who shall have requested in writing such notice of the insurer. Any such coverage procured by the Board shall be without prejudice to the right of the Owners to insure their personal liability for their own benefit to their own expense.

9.2 ADDITIONAL INSURANCE: FURTHER GENERAL REQUIREMENTS: The Board may also procure insurance which shall insure the Common Areas and the Association, the Board, the Managing Agent or the Owners and other against such additional risks as the Board may deem advisable. Insurance procured and maintained by the Board shall not require contribution from insurance held by any of the Owners or their mortgagees. Each policy of insurance obtained by the Board shall, if reasonably possible, provide: (a) a waiver of the insurer's rights of subrogation against the Association, the Owners and their respective directors, officers, agents, employees, invitees and tenants; (b) that it cannot be cancelled, suspended or invalidated, due to the conduct of any particular Owner or Owners; (c) that it cannot be cancelled, suspended, or invalidated due to the conduct of the Association or any directors, officer, agent, or employee of the Association without a prior written demand that the defect can be cured and (d) that any "no other insurance" clause therein shall not apply with respect to insurance maintained individually by any of the Owners.

9.3 REVIEW OF INSURANCE: The Board shall periodically, and whenever requested by twenty percent (20%) or more of the Owners, review the adequacy of the Association's insurance program and shall report in writing the conclusions and actions taken on such review to the Owner of each residential Lot and to the holder of any mortgage on any Residential Lot who shall have requested a copy of such report. Copies of every policy of insurance procured by the Board shall be available for inspection by any Owner.

9.4 RESIDENTIAL LOTS NOT INSURED BY ASSOCIATION: The Association shall have no duty or responsibility to procure or maintain any fire, liability, extended coverage or other insurance covering any Residential Lot and Acts and events thereon.

9.5 OWNERS INSURANCE: Each Owner of a Lot, except the Declarant, shall be required at his own cost and expense to obtain and at all times maintain in full force

and effect a policy or policies of fire and casualty insurance, with extended coverage endorsement, insuring the Living Unit and garage located on such Owner's Lot in an amount equal to its full insurable replacement value. Each Owner shall provide the Association with a copy of each policy of insurance or a certificate issued by the insurance company to evidence such insurance and each such policy shall provide that it will not be cancelled or terminated by the insurance company without giving the Association at least ten (10) days advance written notice of such cancellation or termination. Such policy or policies shall waive the insurance company's right of subrogation against the Association, the Owners, the Manager, if any, and the servants, agents and guest of any of them, if such insurance can be obtained in the normal practice without additional premium charge for waiver of subrogation rights. Such policy may include a standard, non-contributory mortgagee clause or endorsement in favor of any Mortgagee who holds a Mortgage covering all or any part of the Lot. Except as otherwise required by an applicable Mortgage, the proceeds of any such insurance shall be applied to the extent necessary to repair or replace any damage or destruction by fire or other casualty. In the event that any Owner fails to obtain and maintain the insurance required by this Section, or to provide the Association with suitable evidence of such insurance, the Association shall have the right, but without any obligation, to obtain such insurance on behalf of such Owner, and the Owner shall be obligated to immediately reimburse the Association for the costs thereof. The Owner's obligation to reimburse the Association or the cost of any such insurance shall be secured by a lien upon the Owner's Lot as provided in this Declaration with respect to Monthly and Special Assessments.

ARTICLE X - CONDEMNATION

10.1 If at any time or times the Common Areas or any part thereof shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be payable to the Board and shall be used promptly by the Board to the extent necessary for restoring or replacing any improvements on the remainder of the Common Areas. Upon completion of such work and payment in full therefor, any proceeds of condemnation then or thereafter in the hands of the Board which are proceeds for the taking of any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any portion of the Common Areas shall be disposed of in such manner as the Board shall reasonably determine; provided, however, that in the event of a taking in which any Residential Lot is eliminated, the Board shall disburse the portion of the proceeds of the condemnation award allocable to the interest of the Owner of such Residential Lot in the Association and the Common Areas to such Owner and any first mortgagee of such Residential Lot, as their interests shall appear, after deducting the proportionate share of said Residential Lot in the cost of debris removal.

ARTICLE XI - RIGHTS OF FIRST MORTGAGEES

Notwithstanding any other provisions of this Declaration, the following provisions concerning the right of first mortgagees shall be in effect:

11.1 PRESERVATION OF REGULATORY STRUCTURE AND INSURANCE: Unless the Owners of at least seventy-five, (75%) of the Residential Lots (not including residential Lots owned by Declarant) and such Owners' first mortgagees, if any, shall have given their prior written approval, the Association shall not be entitled:

by act or omission to change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Living Units, the exterior maintenance of Living Units, the maintenance of common fences and driveways, or the upkeep of lawns and planting on the Property.

to fail to maintain insurance as required by Article IX. This Section 11.1 may be amended as provided in Section 12.2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

11.2 PRESERVATION OF COMMON AREA: Change in Method of Assessment. Unless the Association shall receive the prior written approval of (1) all first mortgagees of Residential Lots and (2) the Owners of at least seventy-five percent (75%) of the Residential Lots (not including Residential Lots owned by Declarant), the Association shall not be entitled:

(a) by act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas, except to grant easements for utilities and similar or related purposes, as reserved in Article VI hereof; or

(b) to change the ratio or method of determining the obligations, assessments, dues or other charges which may be levied against a Residential Lot or the Owner thereof.

This Section 11.2 may be amended as provided in Section 12.2 of Article XII hereof, except that such amendment must be approved by a vote otherwise sufficient to authorize action under this subsection prior to such amendment.

11.3: WRITTEN CONSENT DEEMED APPROVED: If an Owner or a mortgagee fails to approve or disapprove a request made pursuant to this Article XI, or any other Article in this Declaration within sixty (60) days after such request is mailed by certified mail, return receipt requested, the request shall be deemed to be approved from such Owner or mortgagee.

11.4: NOTICE OF MATTERS AFFECTING SECURITY: The Board shall give written notice to any first mortgagee of a Residential Lot requesting such notice whenever:

there is any default by the Owner of the Residential Lot subject to the first mortgage in performance of any obligation under this Declaration or the Articles or Bylaws of the Association which is not cured within sixty (60) days after default occurs; or

damage to the Common Areas from any one occurrence exceeds Ten Thousand Dollars, (\$10,000.00) or

any of the following matters come up for consideration or effectuation by the Association;

(1) abandonment or termination of the Planned Development established by this Declaration;

(2) material amendment of the Declaration or the Articles or Bylaws of the Association; or

(3) any decision to terminate professional management of the Common Areas and assume self-management by the Owners.

11.5 NOTICE OF MEETINGS: The Board shall give to any first mortgagee of a Residential Lot requesting the same, notice of all meetings of the Association; and such first mortgagees shall have the right to designate in writing a representative to attend all such meetings.

11.6 RIGHT TO EXAMINE ASSOCIATION RECORDS: Any first mortgagee shall have the same right to inspect the books and records of the Association and receive financial statements as the Owner of the Residential Lot securing the mortgage; provided, that the foregoing shall not be deemed to impose upon the Association any obligation to cause its financial statements to be audited.

11.7 RIGHT TO PAY TAXES AND CHARGES: First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any portion of the Common Areas and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Areas; and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Declarant, for the Association as owner of the Common Area, hereby covenants and the Association by acceptance of the conveyance of the Common Areas, whether or not it shall be so expressed in such conveyance, is deemed to covenant and agree to make such reimbursement.

11.8 EXEMPTION FROM ANY FIRST RIGHT OF REFUSAL: Any first mortgagee who obtains title to the Residential Lot subject to the first mortgage pursuant to the

remedies provided in the first mortgage, or by foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or by sale pursuant to say power of sale shall be exempt from any "right of first refusal" which would otherwise affect the Residential Lot.

ARTICLE XII - MISCELLANEOUS

12.1 NOTICES: Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if delivered or mailed, postage prepaid, to the person named as the Owner, at the latest address for such person as reflected in the records of the Association at the time of delivery or mailing. Each owner is responsible for keeping their address updated with the Association for accurate recordkeeping. Any notice required or permitted to be given to the Association may be given by delivering or mailing the same to the managing Agent or the President of the Associations. Any notice required or permitted to be given to the Design Committee may be given by delivering or mailing the same to Managing Agent or any member of the Design Committee.

12.2 AMENDMENT: Except as provided in Section 5.7 of Article V and Article XI, this Declaration may be amended by:

- (a) the affirmative vote of a simple majority of the Owners, and
- (b) the written consent of Declarant, if such amendment is adopted at a time when Declarant holds Class B membership in the Association, and
- (c) the written consent of Riverdale City, and
- (e) the filing of an instrument for record in the office of the County Recorder of Weber County, Utah, executed by any two officers of the Association and certifying that such amendment has been duly adopted by the affirmative vote of a majority of the Owners, has the written consent of Riverdale City, and, if required, has the written consent of Declarant.

12.3 CONSENT IN LIEU OF VOTE: In any case in which this Declaration requires for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the Owners, whether present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from Owners entitled to cast at least the stated percentage of all membership votes outstanding in connection with the class of membership concerned. The following additional provisions shall govern any application of this Section 12:3:

- (a) All necessary consents must be obtained prior to the expiration of ninety (90) days after the first consent is given by any Owner.

(b) The total number of votes required for the applicable authorization or approval shall be determined as of the date on which the last consent is signed.

(c) Except as provided in the following sentence any change in ownership of a Residential Lot which occurs after consent has been obtained from the Owner thereof shall not be considered or taken into account for any purpose. A change in ownership which would increase the total number of Class A votes outstanding shall, however, be effective in that regard and shall entitle the new Owner to give or withhold his consent.

(d) Unless the consent of all Owners whose memberships are appurtenant to the same Residential Lot are secured, the consent of none of such Owners shall be effective.

12.4 DECLARANT'S RIGHT ASSIGNABLE: All of any portion of the right of Declarant under this Declaration or in any way relating to the Property may be assigned.

12.5 INTERPRETATION: The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provisions herein construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include both other genders. The invalidity or enforceability of the remainder hereof, which shall remain in full force and effect. The laws of the State of Utah shall govern the validity, construction and enforcement of this Declaration.

12.6 COVENANT TO RUN WITH LAND: This Declaration and all the provisions hereof shall constitute covenant to run with the land or equitable servitudes, as the case may be, and shall be binding upon and all inure to the benefit of Declarant, the Owners, all parties who hereafter acquire any interest in a Residential Lot, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. Each Owner or occupant of a Residential Lot or Living Unit shall comply with, and all interests in all residential Lots or in the Common Areas shall be subject to the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, and determinations contemplated by this Declaration. By acquiring any interest in a Residential Lot or in the Common Areas, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

12.7 DURATION: The covenants and restrictions of this Declaration shall remain in effect until twenty (20) years from the date this Declaration was first filed in the office of the County Recorder of Weber County, Utah after which time they shall be automatically extended for successive periods of ten (10) years each unless terminated by and instrument filed in the office of the County Recorder, executed by any two (2) officers of the Association, certifying that the Owners of at least seventy-

five percent (75%) of the Residential Lots and their first mortgagees, if any, voted in favor of such termination. If any of the privileges, covenants, or right created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision and (b) the rule restricting restraints on alienation.

12.8 EFFECTIVE DATE: This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Weber County, Utah.

PRELIMINARY

Declarant

FOREST CONSTRUCTION, LLC

By:

Its:

STATE OF UTAH

COUNTY OF

On the _____ day of _____, 2015, personally appeared before me

_____, who being by duly sworn did say that they are the Member of FOREST CREEK CONSTRUCTION, LLC and that the within the foregoing instrument was signed in behalf of said limited liability company and

_____, acknowledged to me that they executed the same.

NOTARY PUBLIC

PRELIMINARY

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
February 24, 2015**

AGENDA ITEM: E2

SUBJECT: Public hearing to receive and consider public comment on proposed Ordinance 865 a flood plain ordinance with FEMA 10-27

PETITIONER: Community Development

INFORMATION: [Executive Summary](#)

[RCC 10-27 Flood Damage Prevent PC Update](#)

[Notice of Public Hearing and Proof of Publication](#)

[BACK TO AGENDA](#)



Planning Commission Executive Summary

For the Commission meeting on: 4-14-2015

Petitioner: Riverdale City at the request of the
Utah State Floodplain Manager on behalf of FEMA

Summary of Proposed Action

The Utah State Floodplain Manager, John Crofts, has contacted Riverdale City requesting that we update the Flood Damage Prevention section (Title 10, Chapter 27) of the Riverdale City Code. This is being requested because FEMA is updating the Flood Insurance Rate Map (FIRM) to reflect current circumstances along waterways, rivers, and other significant floodways. The new FIRM is anticipated to go into effect at the end of June of this year. Federal programs referenced within the Flood Damage Prevention section of the Riverdale City Code can have significant impacts on homeowners'/business owners' insurance plans and the ability for property owners to build and modify structures within designated floodplains. There are significant consequences that can occur within a jurisdiction for not having a current ordinance that incorporate these federal programs.

As a result of this discussion, City staff was provided with a template of updated Flood Damage Prevention from John Crofts in order to amend the language found within this section of City Code. An amended ordinance has been prepared by City staff and has been reviewed and approved by John Crofts and the regional FEMA coordinator for your consideration in this meeting.

In order to move forward with any recommended City Code change, the City is required to hold a public hearing that has been advertised in accordance with State laws. The notice for the public hearing in this meeting has been fulfilled in accordance with State laws.

Following this executive summary are the proposed language revisions (and public hearing notice information) to the "Flood Damage Prevention" section (10-27) within the Riverdale City Code. This language has been available to the public for an extended period of time.

At the conclusion of the public hearing and discussion in this matter, the Planning Commission may make a motion to recommend City Council approval of the proposed code amendments as it relates to Title 10, Chapter 27 "Flood Damage Prevention" in the City Code, approval of the proposed language with any additional amendments, or not approve the proposed language changes.

Ordinance Guidelines (Code Reference)

The City ordinances associated with the proposed language changes are found in the City Code within Title 10, Chapter 27 "Flood Damage Prevention", wherein the entire chapter was overhauled and significant sections within were modified, updated, or changed.

General Plan Guidance (Section Reference)

The General Plan is not applicable for guidance purposes in this matter.

Legal Comments - City Attorney



Steve Brooks, Attorney

Administrative Comments - City Administrator

Rodger Worthen, City
Administrator

RIVERDALE CITY CODE

TITLE 10, CHAPTER 27

FLOOD DAMAGE PREVENTION

10-27-1: STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE AND METHODS

A. STATUTORY AUTHORIZATION:

The Legislature of the State of Utah has in Utah Code Unannotated 10-3-701 delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore the state of Utah does or has delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, Riverdale City does ordain as follows:

B. FINDINGS OF FACT:

1. The flood hazard areas of Riverdale City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
2. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed, or otherwise protected from flood damage.

C. STATEMENT OF PURPOSE:

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
4. Minimize prolonged business interruptions;
5. Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
7. Insure that potential buyers are notified that property is in a flood area.

D. METHODS OF REDUCING FLOOD LOSSES:

In order to accomplish its purposes, this ordinance uses the following methods:

1. Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
4. Control filling, grading, dredging and other development which may increase flood damage;
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

10-27-2: DEFINITIONS

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING - means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD - means the flood having a one percent (1%) chance of being equaled or exceeded in any given year.

BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT - means any man-made change in improved and unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

ELEVATED BUILDING - means a non-basement building

1. built, in the case of a building in Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water; and
2. adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99,

AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted herein.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - Means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING - means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters; and/or
2. the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power.

The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM - means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FUNCTIONALLY DEPENDENT USE - means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a. by an approved state program as determined by the Secretary of the Interior or;
 - b. directly by the Secretary of the Interior in states without approved programs.

LEVEE - means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM - means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM city program or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by the city and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. built on a single chassis;
2. four hundred (400) square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable by a light duty truck; and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

START OF CONSTRUCTION - includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, which is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty percent (50%) of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
2. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - is a grant of relief to a person from the requirement of this chapter when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.).

VIOLATION - means the failure of a structure or other development to be fully compliant with the city's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by National Flood Insurance Program regulations, as found in Sections 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5), is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

10-27-3: GENERAL PROVISIONS

A. LANDS TO WHICH THIS ORDINANCE APPLIES:

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Riverdale City.

B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD:

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for the City of Riverdale, Utah," dated June 2, 2015, with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto, are hereby adopted by reference and declared to be a part of this chapter. Riverdale City automatically adopts effective FEMA Flood Insurance Studies (FIS), and automatically adopts effective FEMA Flood Insurance Rate Maps.

C. ESTABLISHMENT OF DEVELOPMENT PERMIT:

A development permit shall be required to ensure conformance with the provisions of this chapter.

D. COMPLIANCE:

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

E. ABROGATION AND GREATER RESTRICTIONS:

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another section or chapter of this code, or an easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

F. INTERPRETATION:

In the interpretation and application of this chapter, all provisions shall be:

1. considered as minimum requirements;
2. liberally construed in favor of the city council; and
3. deemed neither to limit nor repeal any other powers granted under State statutes.

G. WARNING AND DISCLAIMER OR LIABILITY:

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas

will be free from flooding or flood damages. This ordinance shall not create liability on the part of the city or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

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10-27-4: ADMINISTRATION

A. DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR:

The city community development director is hereby appointed Floodplain Administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

B. DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR:

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

1. Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
2. Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
3. Review, approve or deny all applications for development permits required by adoption of this ordinance.
4. Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
5. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
6. Notify, in riverine situations, adjacent communities and the State Coordinating Agency, which is the Utah Floodplain Administrator, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
7. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
8. When base flood elevation data has not been provided in accordance with city code 10-27-3B, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of city code 10-27-5.
9. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with

all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

10. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community first applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

C. PERMIT PROCEDURES:

1. Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - a. Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - b. Elevation in relation to mean sea level to which any nonresidential structure shall be flood-proofed;
 - c. A certificate from a registered professional engineer or architect that the nonresidential flood-proofed structure shall meet the flood-proofing criteria of 10-27-5B(2);
 - d. Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
 - e. Maintain a record of all such information in accordance with 10-27-4B(1).
2. Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this chapter and the following relevant factors:
 - a. The danger to life and property due to flooding or erosion damage;
 - b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - c. The danger that materials may be swept onto other lands to the injury of others;
 - d. The compatibility of the proposed use with existing and anticipated development;
 - e. The safety of access to the property in times of flood for ordinary and emergency vehicles;

- f. The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- h. The necessity to the facility of a waterfront location, where applicable;
- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
- j. The relationship of the proposed use to the comprehensive plan for that area.

D. VARIANCE PROCEDURES:

Any requests for variances from the requirements of this chapter will be subject to the following procedures:

1. The Riverdale City Appeal Authority shall hear and render judgment on requests for variances from the requirements of this chapter.
2. The Appeal Authority shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by Riverdale City in the enforcement or administration of this chapter.
3. Any person or persons aggrieved by the decision of the Appeal Officer may appeal such decision in the courts of competent jurisdiction.
4. The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
5. Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this chapter.
6. Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in 10-27-4C(2) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
7. Upon consideration of the factors noted above and the intent of this chapter, the Appeal Authority may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (see 10-27-1C).
8. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

9. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

10. Prerequisites for granting variances:

a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b. Variances shall only be issued upon:

1) showing a good and sufficient cause;

2) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

3) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

c. Any application to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

a. the criteria outlined in 10-27-4D(1.-9.) are met, and

b. the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

10-27-5: PROVISIONS FOR FLOOD HAZARD REDUCTION

A. GENERAL STANDARDS:

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

1. All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
2. All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
3. All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
4. All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
5. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
6. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the systems into flood waters; and
7. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

B. SPECIFIC STANDARDS:

In all areas of special flood hazards where base flood elevation data has been provided as set forth in 10-27-3B, 10-27-4B(8), or 10-27-5C(3), the following provisions are required:

1. **Residential Construction** – new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to or above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in 10-27-4C(1)(a.), is satisfied.
2. **Nonresidential Construction** – new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to or above the base flood level or together, with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural

components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are flood-proofed shall be maintained by the Floodplain Administrator.

3. **Enclosures** – new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- a. A minimum of two (2) openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided;
- b. The bottom of all openings shall be no higher than one foot (1') above grade; and
- c. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes** –

- a. Require that all manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b. Require that manufactured homes that are placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to or above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of 10-27-5B(4) be elevated so that either:

- 1) the lowest floor of the manufactured home is at or above the base flood elevation;
or
 - 2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty six inches (36") in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
5. **Recreational Vehicles** – Require that recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:
- a. be on the site for fewer than one hundred eighty (180) consecutive days;
 - b. be fully licensed and ready for highway use; or
 - c. meet the permit requirements of 10-27-4C(1), and the elevation and anchoring requirements for "manufactured homes" in 10-27-5B(4). A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

C. STANDARDS FOR SUBDIVISION PROPOSALS:

1. All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with 10-27-1B, C, and D of this chapter.
2. All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of 10-27-3C, 10-27-4C, and the provisions of 10-27-5 in this chapter.
3. Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which are greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to 10-27-3B or 10-27-4B(8) of this ordinance.
4. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
5. All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

D. STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES):

Located within the areas of special flood hazard established in 10-27-3B, are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one (1') to three feet (3') where a clearly defined channel does not exist and where the path of flooding is

unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

1. All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet (2') if no depth number is specified).
2. All new construction and substantial improvements of non-residential structures:
 - a. have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet (2') if no depth number is specified), or;
 - b. together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads of effects of buoyancy.
3. A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in 10-27-4C(1)a., are satisfied.
4. Require within Zones AH or AO adequate drainage paths around structures on slopes, to guide flood waters around and away from proposed structures.

E. FLOODWAYS:

Floodways – located within areas of special flood hazard established in 10-27-3B are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

1. Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway *unless* it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
2. If 10-27-5E(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of 10-27-5.
3. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

10-27-6: PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$1,000 or imprisoned for not more than 30 days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Riverdale City from taking such other lawful action as is necessary to prevent or remedy any violation.

DRAFT

CERTIFICATION

It is hereby found and declared by the City of Riverdale, Utah that severe flooding has occurred in the past within its jurisdiction and will certainly occur within the future; that flooding is likely to result in infliction of serious personal injury or death, and is likely to result in substantial injury or destruction of property within its jurisdiction; in order to effectively comply with minimum standards for coverage under the National Flood Insurance Program, and in order to effectively remedy the situation described herein, it is necessary that this ordinance become effective immediately.

Therefore, an emergency is hereby declared to exist, and this ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be in full force and effect from and after its passage and approval.

APPROVED; _____
(Mayor, Riverdale City)

PASSED: _____

I, the undersigned, _____, do hereby certify that the above is a true and correct copy of an ordinance duly adopted by the City of Riverdale, Utah, at a regular meeting duly convened on _____
(date)

(City Recorder)

(SEAL)

PENALTY CLAUSE

In accordance with Section 59.2(b) of CFR 44, Chapter 1, of the National Flood Insurance Program (NFIP) regulation, to qualify for the sale of federally-subsidized flood insurance, a community must adopt floodplain management regulations that meet or exceed the minimum standards of Section 60. These regulations must include effective enforcement provisions.

In accordance with Section 60.1(b) of CFR 44, Chapter 1, of the NFIP regulations, "These regulations must be legally-enforceable, applied uniformly throughout the community to all privately and publicly owned land within flood-prone (i.e. mudflow) or flood-related erosion areas, and the community must provide that the regulations take precedence over less restrictive conflicting local laws, ordinances or codes."

THEREFORE: The following is *suggested wording* for a penalty clause to be included and adopted with your Flood Damage Prevention Ordinance. Wording should be modified as necessary to reflect specific local/state statutory provisions.

PENALTIES FOR NONCOMPLIANCE

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than _____ or imprisoned for not more than _____ days, or both, for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent Riverdale City from taking such other lawful action as is necessary to prevent or remedy any violation.



March 26, 2015

Notice of Public Hearing

Riverdale City gives notice that on Tuesday, April 14, 2015, during the regular Planning Commission meeting, which begins at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah the Riverdale Planning Commission will hold public hearings to receive and consider public comment on a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. and on proposed changes to RCC 10-27 amending Riverdale's flood plain ordinance with FEMA. Public comment is invited.

- The public is invited to attend all public meetings.
- In compliance with the Americans with Disabilities Act, persons who have need of special accommodations should contact the City Recorder at 394-5541.

March 26, 2015

TO: Standard Examiner Legal Notices

PUBLIC NOTICE

Riverdale City gives notice that on Tuesday, April 14, 2015, during the regular Planning Commission meeting, which begins at 6:30 p.m., at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Riverdale Planning commission will hold public hearings to receive and consider public comment on a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. and on a proposed flood plain ordinance with the Federal Emergency Management Agency. Public comment is invited.

Publish one time on or before April 4, 2015.

PROOF OF PUBLICATION REQUIRED

Please acknowledge receipt of notice by return fax or e-mail to:

eherrick@riverdalecity.com

Ember Herrick

City Recorder

Fax: 801-399-5784

Phone: 801-394-5541 ext 1232

STANDARD EXAMINER
OGDEN PUBLISHING CORP
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RIVERDALE UT 84405-3782

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Times Ord: 1 Times Run: ***
LEGL 1.00 X 1.50 Words: 88
Total LEGL 1.50
Class: 30090 LEGALS
Rate: LEGLS Cost: 54.25
Affidavits: 1

Contact: EMBER HERRICK
Phone: (801)394-5541ext
Fax#: (801)399-5784ext
Email: @riverdalecity.com
Agency:

Ad Descrpt: HEARING 4/4/2015
Given by: EMAIL EMBER HERRICK
Created: vchri 03/30/15 10:36
Last Changed: vchri 03/30/15 10:41

COMMENTS:

emailed proof 3/30 VC

PUB	ZONE	ED	TP	START	INS	STOP	SMTWTFS
SE	A		97 S	04/04			

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

PUBLIC NOTICE

Riverdale City gives notice that on Tuesday, April 14, 2015, during the regular Planning Commission meeting, which begins at 6:30 p.m. at the Riverdale City Civic Center, 4600 South Weber River Drive, Riverdale, Utah, the Riverdale Planning Commission will hold public hearings to receive and consider public comment on a subdivision request for The Crossing at Mitchell Farms at address 785 W. 4450 S. and on a proposed flood plain ordinance with the Federal Emergency Management Agency. Public comment is invited.

Pub: April 4, 2015.

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