6:00 p.m. – Planning Commission Work Session Meeting *(City Offices)*
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 *to be determined*

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:
      
      August 25, 2015 Regular Meeting
      August 25, 2015 Work Session

E. *Action Items*
   
   1. Consideration of Preliminary Site Plan approval for proposed Reeve Office
      Building, Lot 2, Hayward Business Park Subdivision, 5175 S 1500 W Riverdale,
      UT, 84405.

F. *Discretionary Items*

G. *Adjournment*

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

**Certificate of Posting**
The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 4th day of September, 2015 at the Riverdale City Hall Noticing Board and on the City website at http://www.riverdalecity.com/. A copy was also provided to the Standard-examiner on September 4, 2015.

Jackie Manning
Riverdale City Recorder
AGENDA ITEM:  

SUBJECT: Consideration of Meeting Minutes

PETITIONER: City Recorder

ACTION REQUESTED BY PETITIONER: Approve Meeting Minutes from August 25, 2015

INFORMATION:

1. August 25, 2015 Regular Meeting

2. August 25, 2015 Work Session

BACK TO AGENDA
Minutes of the Regular Meeting of the Riverdale City Planning Commission held Tuesday, August 25, 2015, at 6:30 PM, at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: Commissioners: Blair Jones, Chairman
Steve Hilton, Commissioner
Kathy Eskelsen, Commissioner
David Gailey, Commissioner
Michael Roubinet, Commissioner
Cody Hansen, Commissioner
Lori Fleming, Commissioner

City Employees: Mike Eggett, Community Development Director
Jackie Manning, City Recorder

Other Present: There were no members of the public present.

A. Welcome & Roll Call

Chairman Jones welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present. No members of the public were present.

B. Open Communications

Chairman Jones asked for any open communications and there were not any.

C. Presentations and Reports

Community Development Director, Michael Eggett gave a brief update on the Community Development report. He reiterated the upcoming events:

- Advanced Auto Ribbon Cutting 8/28/2015 at 11:00 AM; Grand Opening 8/29/15
- Bravo Arts Academy is open for business. Open House 9/19/15 NOON.
- New Businesses: Roberts Fresh Hair
- There is a 30 thousand square foot space with a building permit, with no tenant as of yet; this unit is located next to At-Home business.
- There is an upcoming conference for Utah League of Cities and Towns 9/16/15 – 9/18/15.

D. Consent Items

Consideration of meeting minutes from:
- June 9, 2015 Regular Meeting
- June 9, 2015 Work Session
- August 11, 2015 Work Session

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

Motion: Commissioner Eskelsen moved to approve the consent items for meeting minutes on June 9, 2015 Work Session and Regular Meeting and August 11, 2015 Work Session Meeting Minutes. Commissioner Gailey seconded the motion.

There was no discussion on the motion.

Call the Question: The motion passed unanimously.

E. Action Items

1. Public hearing regarding consideration of proposed amendments to Title 10, Chapters 16, 21 and 25

Chairman Jones opened a public hearing. Having no members of the public present to comment, the public hearing was closed.

Motion: Commissioner Fleming made a motion to close the public hearing. Commissioner Eskelsen seconded the motion.

There was no discussion regarding this motion.
Call the Question: The motion passed unanimously.

2. Consideration of recommendation to the City Council for amendments to Title 10, Chapters 16, 21 and 25

Mr. Eggett summarized an executive summary that explained:

The information provided, following this executive summary document, reflects areas of the Riverdale City Code that should be considered for amendment in order to comply with and match established Utah State Codes. All proposed changes are in Title 10 of the City Code and are located specifically in Chapters 16 “Signs”, 21 “Subdivisions”, and 25 “Development in All Zones” respectively. Proposed amendments to Title 10, Chapter 16 have been submitted by the City Attorney in order to clarify the political or campaign signs section of this chapter. Proposed amendments to Title 10, Chapters 21 and 25 have been submitted by the City’s Community Development Director in an effort to be in full compliance with Utah State Codes as it relates to the performance improvement warranty time period allowed for developments (along with some other minor language amendment and clean-up). All proposed changes have been reviewed by the City Attorney for clarity, accuracy, and legality checks. When considering amending the City Code, there is a requirement for there to be a scheduled public hearing which is scheduled to be heard during this Planning Commission meeting if desired and has been noticed in accordance with legal requirements.

Mr. Eggett discussed the various proposed changes as seen in the packet. There were no further comments from the Commissioners.

Motion: Commissioner Roubinet made a motion to recommend approval to the City Council of the amendments to Title 10, Chapters 16, 21 and 25. Commissioner Hansen seconded the motion.

There was no discussion on the motion.

Call the Question: The motion passed unanimously.

F. Discretionary Items

Chairman Jones invited discussion regarding any discretionary items. Commissioner Gailey asked Mr. Eggett to pass a message of gratitude to Public Works. He stated there is a stop sign that was knocked over near his home and Public Works responded promptly in assembling a new sign.

G. Adjournment

Motion: There being no further business to come before the Planning Commission, Commissioner Eskelson moved to adjourn the meeting. Commissioner Hilton seconded the motion; all voted in favor.

The meeting adjourned at 6:37 PM.

Blair Jones
Planning Commission Chair

Jackie Manning
City Recorder

Date Approved: September 8, 2015
Minutes of the Work Session of the Riverdale City Planning Commission held Tuesday, August 25, 2015, at 6:00 PM, at the Civic Center in the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: City Council: Blair Jones, Chairman  
Steve Hilton, Commissioner  
Kathy Eskelsen, Commissioner  
David Gailey, Commissioner  
Michael Roubinet, Commissioner  
Cody Hansen, Commissioner  
Lori Fleming, Commissioner  

City Employees: Mike Eggett, Community Development Director  
Jackie Manning, City Recorder  

Others Present: No members of the public were present

Chairman Jones welcomed the Planning Commission members to the Work Session and stated for the record that all were in attendance.

Reports: Chairman Jones turned the time over to Mr. Eggett. Mr. Eggett reminded the Planning Commissioners that anyone wishing to attend the League of Cities and Towns Conference in September, must give him notice by August 27, 2015 by Noon. He offered to resend the information to the Planning Commissioners.

Mr. Eggett invited the Planning Commissioners to attend the ribbon cutting on August 28, 2015 at 11:00 AM for Advanced Auto; it was noted the Grand Opening will be on the following Saturday. Mr. Eggett stated Bravo Arts Academy will do an open house on September 19, 2015, ribbon cutting at 11:30 AM. Roberts Fresh Hair and Wig Making is now open. Horrocks Engineering will be entering one of the brick haven buildings. There are not currently tenants for the site next to At Home. Reeves and Associates are considering moving to Riverdale and there may be a Preliminary Plan Review soon.

Mr. Eggett introduced the new City Recorder, Jackie Manning. The Planning Commissioners introduced themselves.

Consent Items: Chairman Jones asked for any changes or corrections to the meeting minutes for the June 9, 2015 Regular and Work Session Meeting Minutes and the August 11, 2015 Work Session Meeting minutes. There were no corrections requested.

Action Items: Chairman Jones invited comments regarding the action items. Mr. Eggett noted that all state requirements have been met for the public hearing, and noted for the record was properly noticed in the local newspaper. Mr. Eggett stated as requested in the last work session meeting the City Attorney included his comments regarding the changes to the sign ordinance and subdivision changes. The comments provided by the City Attorney, in regards to the signing ordinance, are due in part by the election procedures changes. With the by mail ballot option, deadlines have changed for elections, which have caused necessary changes to the ordinance. The changes pertaining to the subdivision are in an attempt to become more aligned with state code.

Discretionary Items: Chairman Jones asked if there were any discretionary items. Commissioner Fleming stated the business, Birch’s Tree is having a difficulty finding a location for their seasonal business. It is speculated that Home Depot has a non-compete agreement which requires a certain distance be maintained between similar businesses. The owner of Birch’s Trees has approached Commissioner Fleming about the possibility of selling the trees directly from her home. She specifically inquired about the signage possibilities. She is located near the Classic Waterslide in Riverdale City and wanted to have a temporary sign attached to or near the Classic Waterslide sign. The business owner will advertise through social media, but is concerned about how abrupt the turn to Classic Waterslide is. Mr. Eggett stated there may be some difficulty having any signage along Riverdale Road, as it is a UDOT (Utah Department of Transportation) owned road and they are particular as to what signage is allowed. There may be some issues with the current city ordinance pertaining to temporary signage as well. Mr. Eggett stated the Classic Waterslide sign is on private property and would need to get permission from the property owners before placing any temporary sign.

Commissioner Fleming has been asked by several residents why the land next to the Weber River is not sought for commercial development. She provided the example of the San Antonio River Walk located in Texas. Mr. Eggett explained FEMA guidelines would be enforced in that area, so business developers would have additional requirements and obstacles they would need to overcome before development could occur. These obstacles can become expensive, which may be the reason that location is not pursued.

There was discussion regarding park development to help drive new businesses to the area. Mr. Eggett explained with the JUB grant application currently being pursued, the City is waiting to see if any funds will be granted before planning any park projects, as this could greatly impact the development. He stated there is an upcoming meeting
JUB on Thursday and he is hopeful Riverdale City will receive funds from the grant.

**Adjourn:** Having no further business to discuss the Planning Commission adjourned at 6:20 PM to convene into their Regular Planning Commission Meeting located in the Council Chambers.
AGENDA ITEM: E

SUBJECT: Consideration of Preliminary Site Plan approval for proposed Reeve Office Building, Lot 2, Hayward Business Park Subdivision, 5175 S 1500 W Riverdale, UT 84405.

PETITIONER: Mike Eggett, Community Development Director.

ACTION REQUESTED: Staff would encourage the Planning Commission to review this matter and then discuss with the petitioner concerns raised by staff and/or the Planning Commission. Staff would then recommend that the Planning Commission may make a motion giving preliminary approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested modifications, or not giving preliminary approval of the Reeve Office Building site plan. If preliminary approval was provided, then this matter could move forward to a future Final Site Plan review process with the Planning Commission.

INFORMATION:
- Executive Summary
- PC Preliminary Site Plan Review
- Engineer Review Letter
- Department Staff Reports
- Application
- Preliminary Drawings
- Development Agreement

BACK TO AGENDA
Reeve and Associates, Inc., as represented by Nate Reeve, have applied for a Preliminary Site Plan review of the Reeve Office Building as a proposed professional office building development located at approximately 5175 South 1500 West in a Planned Regional Commercial (CP-3) zone. This site plan is being proposed for development on Lot 2 of the previously approved Hayward Subdivision. A public hearing is not required to consider this Site Plan proposal. Following the presentation and discussion of the proposal, the Planning Commission may make a motion giving preliminary approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested modifications, or not giving preliminary approval of the Reeve Office Building site plan. If preliminary approval was provided, then this matter could move forward to a future Final Site Plan review process with the Planning Commission.

**Title 10 Ordinance Guidelines (Code Reference)**

This Preliminary Site Plan review is regulated under City Code 10-21 "Subdivisions" and 10-25 "Development in All Zones", and is affected by City Codes 10-10B "Planned Commercial Zones (CP-1, CP-2, CP-3)", 10-13F "Special Use Districts - Hillside", 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access", 10-16 "Sign Regulations", and uses listed in 10-10A-4 "Commercial Zones (C-1, C-2, C-3)", which are all deemed conditional uses in Planned Commercial Zones (the conditional uses may be granted following City Council review and potential approval of the Development Agreement).

The proposed development parcel was previously established and subdivided in 2007-08 as Hayward Business Park, Lot 2. Since that time, the original applicant was not able to complete the original project intended for this site. Mike Ford has since purchased this property and Reeve and Associates, Inc. has interest in developing Lot 2 for professional office use. The property is in a CP-3 zone which requires the developer of the site to participate in a development plan discussion with the City. Under City Code 10-10B-2, it states that the development plan should include an outline of uses indicated to be allowed in the CP-3 zone as part of the development plan approval. The developer has provided a draft development agreement that does list the intended uses for the proposed building spaces.

Attached with this executive summary is a document entitled "Preliminary Site Plan Review – Reeve Office Building (Hayward Subdivision Lot #2)"; this is a supplementary document addressing items on the Preliminary Site Plan application document. Also attached, following this executive summary, are comments from the Public Works Director, the Fire Chief, the Police Lieutenant, and contracted City Engineer. The Planning Commission should discuss any concerns raised by these summaries.

The Planning Commission and the applicant need to be sensitive to the fact that this is a CP-3 zone and per 10-10B-6 of the City Code, this development needs to have an acceptable relationship to, and further the purposes of, the overall plan for this area of the City (i.e. aesthetic relationship to already existing buildings, maintenance of facilities, etc).

Building elevation has not been provided at this time, however many details regarding this structure have been provided in the attached "Preliminary Site Plan Review" document and on the project drawings cover
The applicant has indicated that a building elevation drawing (showing in more detail the height, building materials, and overall aesthetic nature of the proposed structure) will be forthcoming. A building elevation drawing is key in determining architectural and aesthetic compatibility to other buildings and uses within this CP-3 zone area.

The Planning Commission is encouraged to briefly discuss signage plans with the petitioner to better understand how signage will work in this area: signage is regulated per City Code 10-16 (specifically section 8.(b.) for Commercial Districts); the applicant should be directed to adhere to this Code when contemplating signage.

Staff would encourage the Planning Commission to review this matter and then discuss with the petitioner concerns raised by staff and/or the Planning Commission. Staff would then recommend that the Planning Commission may make a motion giving preliminary approval of the Reeve Office Building site plan proposal, approval of the proposed site plan with any requested modifications, or not giving preliminary approval of the Reeve Office Building site plan. If preliminary approval was provided, then this matter could move forward to a future Final Site Plan review process with the Planning Commission.

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**General Plan Guidance (Section Reference)**

The General Plan use for this area is currently set as "Commercial/Office/Business Park" and this proposed project would comply with this land use.

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**Legal Comments - City Attorney**

____________________
Steve Brooks, Attorney

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**Administrative Comments - City Administrator**

____________________
Rodger Worthen, City Administrator
Preliminary Site Plan Review – Reeve Office Building (Hayward Subdivision Lot #2), 5175 South 1500 West

Completed by Mike Eggett, Community Dev. Director on 8/31/2015

Recommendation: City staff recommends that the Planning Commission examine and review items associated with this proposed preliminary site plan review. Items of consideration or note have been highlighted in yellow for potential discussion purposes. City staff recommends that the Planning Commission act accordingly to provide preliminary site plan approval or not provide approval for the proposed Reeve Office Building site plan with any additional comments or concerns to be addressed by the developer.

| Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting) | August 25, 2015 |
| Date Application Submitted to City: | August 25, 2015 |
| Date Fee Paid: | Paid on August 26, 2015 (see receipt for detail) |

<table>
<thead>
<tr>
<th>Site Plan – Preliminary Requirements</th>
<th>Departmental Review Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>COVER SHEET</td>
<td>Provided</td>
</tr>
<tr>
<td>Title Block</td>
<td></td>
</tr>
<tr>
<td>Project name and address</td>
<td>Project name and address location shown; lot address to be determined by staff</td>
</tr>
<tr>
<td>Property Owner’s name, address, and phone number</td>
<td>Mike Ford, 620 East 1700 South, Clearfield, Utah 84015, 801-644-5100</td>
</tr>
<tr>
<td>Developer’s name, address, and phone number</td>
<td>Reeve &amp; Associates, Inc. – Nate Reeve, 920 Chambers Street, Suite 14, Ogden, Utah 84403, 801-621-3100</td>
</tr>
<tr>
<td>Approving agency’s name and address: Utility companies if applicable</td>
<td>Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405; Blue Stakes Location number is on permit; no utility companies appear to be directly affected</td>
</tr>
<tr>
<td>Consulting Engineer’s name, address, and phone number</td>
<td>J. Nate Reeve, P.E. (Reeve &amp; Assoc), 920 Chambers St, Suite 14, Ogden, Utah 84403, 801-621-3100</td>
</tr>
<tr>
<td>Licensed Land Surveyor’s name, address, phone number, signature, and seal</td>
<td>Reeve &amp; Associates, Inc/individual surveyor not identified; Address &amp; phone number same above; seal showing for Nate Reeve, signatures not shown</td>
</tr>
<tr>
<td>Date</td>
<td>Yes – August 13, 2015</td>
</tr>
<tr>
<td><strong>Revision block with date and initials</strong></td>
<td>Revision block shown</td>
</tr>
<tr>
<td><strong>Sheet number and total sheets</strong></td>
<td>Shown (10 total sheets)</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street names</strong></td>
<td>Shown – 1500 West 5175 South</td>
</tr>
<tr>
<td><strong>Layouts of lots with lot numbers</strong></td>
<td>Yes, shown as Hayward Lot #2</td>
</tr>
<tr>
<td><strong>Adjacent tract ownership and tax identification numbers</strong></td>
<td>Tract ownership names and tax ID shown</td>
</tr>
<tr>
<td><strong>Scale (minimum 1”=50’ to 1”=10’)</strong></td>
<td>Yes, scale is showing within allowed range</td>
</tr>
<tr>
<td><strong>North arrow</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Existing easements, structures, and utility lines:</strong> Approval to cross, use, or relocate</td>
<td>Yes, shown and identified in packet</td>
</tr>
<tr>
<td><strong>Space for notes</strong></td>
<td>Yes, notes and legend sheet provided as sheet 2</td>
</tr>
<tr>
<td><strong>Contours</strong></td>
<td>Yes, shown on sheets 3, 5, and 8</td>
</tr>
<tr>
<td><strong>Public areas</strong></td>
<td>Sidewalks, park strips shown and identified on sheet 4</td>
</tr>
<tr>
<td><strong>Vicinity Map</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street names</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Site location</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>North arrow</strong></td>
<td>Yes</td>
</tr>
<tr>
<td><strong>Scale</strong></td>
<td>Note of “Not to Scale”</td>
</tr>
<tr>
<td><strong>PLAT SHEET</strong></td>
<td>Lot 2 was previously subdivided, no new platting necessary for this project (use cover sheet)</td>
</tr>
<tr>
<td><strong>Title Block</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project name and address</strong></td>
<td>Project name and address location shown; lot address to be determined by staff</td>
</tr>
<tr>
<td><strong>Approving Agency’s name and address</strong></td>
<td>Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405</td>
</tr>
<tr>
<td><strong>Consulting Engineer’s name, address, and phone number</strong></td>
<td>J. Nate Reeve (Reeves &amp; Assoc), 920 Chambers St, Suite 14, Ogden ,Utah 84403, 801-621-3100</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>Yes – August 13, 2015</td>
</tr>
<tr>
<td><strong>Names of approving agents with titles, stamps, signatures, and license expiration dates</strong></td>
<td>Names of approving agents, titles, stamps, signatures, and expiration dates anticipated as applicable to proposal</td>
</tr>
<tr>
<td><strong>Names of approving departments (Attorney, Planning Commission, Mayor, Recorder)</strong></td>
<td>Not applicable</td>
</tr>
<tr>
<td>Item</td>
<td>Status</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Consulting Engineer’s stamp, signature, and license expiration date</td>
<td>Yes – Engineer agency’s logo and contact information showing, <em>signatures not shown</em></td>
</tr>
<tr>
<td>Layout</td>
<td>*<strong>Street Names</strong>  Shown – 1500 West 5175 South</td>
</tr>
<tr>
<td>Layout</td>
<td>*<strong>Layouts of lots with lot numbers</strong>  Yes, shown as Hayward Lot #2</td>
</tr>
<tr>
<td>Bearings and distances for all property lines and section ties</td>
<td>Defer to City Engineer review</td>
</tr>
<tr>
<td>Legal description</td>
<td>Defer to City Engineer review</td>
</tr>
<tr>
<td>Adjacent tract ownership and tax identification numbers</td>
<td>Tract ownership names and tax ID shown</td>
</tr>
<tr>
<td>Scale (minimum 1”=50’)</td>
<td>Yes, scale is showing</td>
</tr>
<tr>
<td>North arrow</td>
<td>Yes</td>
</tr>
<tr>
<td>Owner’s dedication certificate for subdivision (Notary Acknowledgement)</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Landscaping (location and type with area calculations)</td>
<td>Yes, provided on Sheet 1 and detailed on Sheet 10</td>
</tr>
<tr>
<td>Location of exterior lighting devices, signs, and outdoor advertising</td>
<td>Street light currently placed on south corner of 1500 W 5175 S, refer to drawings for more; location of exterior signs shown on Sheet 4; <strong>no other exterior lighting devices showing (if planned)</strong></td>
</tr>
<tr>
<td>Location of underground tanks, dumpsters, etc</td>
<td>No underground tanks appear to be needed; dumpster location is shown (dumpster enclosure provided in east end of parking lot)</td>
</tr>
<tr>
<td>Additional Information</td>
<td></td>
</tr>
<tr>
<td>Benchmark</td>
<td>Shown</td>
</tr>
<tr>
<td>Basis of bearings</td>
<td>Shown</td>
</tr>
<tr>
<td>Legend</td>
<td>Not applicable</td>
</tr>
<tr>
<td><strong>PLAN AND PROFILE SHEETS</strong></td>
<td>Provided</td>
</tr>
<tr>
<td>Title Block</td>
<td></td>
</tr>
<tr>
<td>Project name and address</td>
<td>Project name and address location shown</td>
</tr>
<tr>
<td>Approving Agency’s name and address</td>
<td>Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405</td>
</tr>
<tr>
<td>Consulting Engineer’s name, address, and phone number</td>
<td>J. Nate Reeve (Reeves &amp; Assoc), 920 Chambers St, Suite 14, Ogden, Utah 84403, 801-621-3100</td>
</tr>
<tr>
<td>Date</td>
<td>Yes – August 13, 2015</td>
</tr>
<tr>
<td>Scale</td>
<td>Yes, scale is showing within allowed range</td>
</tr>
<tr>
<td>Revision block with date and initials</td>
<td>Revision block shown</td>
</tr>
<tr>
<td>Sheet number and total sheets</td>
<td>Shown (10 total sheets)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td>North arrow</td>
<td>Yes</td>
</tr>
<tr>
<td>Street names</td>
<td>Shown – 1500 West 5175 South</td>
</tr>
<tr>
<td>Lot numbers</td>
<td>Yes, shown as Hayward Lot #2</td>
</tr>
<tr>
<td>Reference to sheets showing adjacent areas</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Center line stationing</td>
<td>Shown on plans</td>
</tr>
<tr>
<td>Existing natural ground</td>
<td>Shown on sheet 3</td>
</tr>
<tr>
<td><strong>Signage</strong></td>
<td>Building signage shown on Sheet 4, must still comply with sign ordinance regulations; may inquire regarding future signage intent</td>
</tr>
<tr>
<td>Height</td>
<td><em>Not available</em></td>
</tr>
<tr>
<td>Size</td>
<td><em>Not available</em></td>
</tr>
<tr>
<td>Locations</td>
<td>Building sign location shown on Sheet 4, monument/post sign location shown on Sheet 4</td>
</tr>
<tr>
<td>Colors</td>
<td><em>Not available</em></td>
</tr>
<tr>
<td>Lighting</td>
<td><em>Not available</em></td>
</tr>
<tr>
<td><strong>New and Existing Buildings</strong></td>
<td></td>
</tr>
<tr>
<td>Height and Size</td>
<td>New building - Height = 38'; <em>no elevation image provided</em>; Building size = approx. 6,528 sq. ft.; Existing fences and utility structures shown on Sheet 3</td>
</tr>
<tr>
<td>Location, setbacks, and all dimensions</td>
<td>Yes, shown on proposed site plan (Sheet 4); front setback - minimum 20 feet at nearest point; rear setback – minimum 10.8 feet at nearest point; west side setback – minimum 66.45 feet at nearest point; east side setback – minimum 242.15 feet at nearest point; <em>building dimensions/architectural renderings not provided</em></td>
</tr>
<tr>
<td>Type of construction</td>
<td>Wood framed building; <em>unsure of exterior materials</em></td>
</tr>
<tr>
<td>Type of occupancy and proposed uses</td>
<td>Professional Office Building as listed in proposed Development Agreement</td>
</tr>
<tr>
<td>Show handicapped access</td>
<td>ADA accessible ramp and access areas shown and handicapped parking stall shown</td>
</tr>
<tr>
<td><strong>New and Existing Landscaping &amp; Percentage</strong></td>
<td>44.33% of site</td>
</tr>
<tr>
<td>Number of trees</td>
<td>10 trees, 182 shrubs, 60 perennials shown</td>
</tr>
<tr>
<td>Landscape plan showing all planting, hardscaping, berming, and watering</td>
<td>Planting, hardscaping shown; gentle berming along the road, as required in 10-14-12 (B.)(2.) shown; irrigation plan not identified as noted Eng Review</td>
</tr>
<tr>
<td>Xeriscaping alternatives being considered</td>
<td>Yes, xeriscaping seems to be applied in the gravel mulch areas of building as well as some of the plantings; for more, inquire of the developer</td>
</tr>
<tr>
<td>New and Existing Walls and Fences</td>
<td></td>
</tr>
<tr>
<td>Location, design, and height</td>
<td>Location and height of fence placement meets all requirements of City Code; 6’ new vinyl privacy fences will be installed</td>
</tr>
<tr>
<td>Materials proposed for construction</td>
<td>External fence will be 6’ vinyl</td>
</tr>
<tr>
<td>New and Existing Parking</td>
<td></td>
</tr>
<tr>
<td>Location, area, and layout of off-street parking (size of stalls, regular and handicapped)</td>
<td>44 stalls are provided and shown; handicapped parking space provided and shown; size meets city requirements; per code adequate parking for use</td>
</tr>
<tr>
<td>Location of employees’ parking, customer parking, and handicapped parking</td>
<td>Established as shown in drawings</td>
</tr>
<tr>
<td>Internal circulation pattern</td>
<td>Not currently shown</td>
</tr>
<tr>
<td>New and Existing Ingress and Egress</td>
<td></td>
</tr>
<tr>
<td>Location and size of points of ingress and egress for motor vehicles and internal use</td>
<td>Yes, shown at 24’ wide</td>
</tr>
<tr>
<td>Circulation pattern</td>
<td>Not currently shown (as applicable)</td>
</tr>
<tr>
<td>New and Existing Streets</td>
<td></td>
</tr>
<tr>
<td>All access points</td>
<td>Yes, this is shown</td>
</tr>
<tr>
<td>Center lines</td>
<td>Yes, this is shown</td>
</tr>
<tr>
<td>Right-of-way lines</td>
<td>Yes, shown on plans, not identified as r-o-w</td>
</tr>
<tr>
<td>Face of curb lines</td>
<td>Yes, this is shown</td>
</tr>
<tr>
<td>Centerline slope</td>
<td>Shown on drawings and established per previous road development</td>
</tr>
<tr>
<td>Signing and striping</td>
<td>Signing installation should be coordinated with public works dept and paid for by applicant; roadway striping should be coordinated with public works if applicable;</td>
</tr>
<tr>
<td>Light poles</td>
<td>Street light currently exists on south corner of 1500 W 5175 S; not showing proposed light poles in parking lot or elsewhere on site</td>
</tr>
<tr>
<td>Street lights</td>
<td>Yes, existing street light location shown and identified; no new street lighting proposed</td>
</tr>
<tr>
<td>Street name signs</td>
<td>Signing installation should be coordinated with public works dept and paid for by applicant;</td>
</tr>
<tr>
<td>Stop signs</td>
<td>Signing installation should be coordinated with public works dept and paid for by applicant;</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>UDOT approval (if required for project)</td>
<td>Not applicable for this application</td>
</tr>
<tr>
<td>Sidewalk (4’ side with 4” of road base or 6’ side with 6” of road base through the approach)</td>
<td>Yes, shown as a 4’; 4” road base placement defined on sheet 7 and 6’ to 6” through approach</td>
</tr>
<tr>
<td>Planting Strip</td>
<td>Yes, shown as 4.5’</td>
</tr>
<tr>
<td>New and Existing Storm Drainage</td>
<td></td>
</tr>
<tr>
<td>Top of curb elevations</td>
<td>Shown on Sheet 5 and detail drawing on Sheet 7</td>
</tr>
<tr>
<td>Slope of gutter</td>
<td>Shown on Sheet 5 and detail drawing on Sheet 7</td>
</tr>
<tr>
<td>Manholes</td>
<td>Shown as already existing on multiple sheets</td>
</tr>
<tr>
<td>Invert elevations</td>
<td>Shown on multiple sheets, defer to City Engineer</td>
</tr>
<tr>
<td>Length, size, slope, and type of mains and laterals</td>
<td>Shown on multiple sheets, defer to City Engineer</td>
</tr>
<tr>
<td>Location of catch basins</td>
<td>Shown on multiple sheets of plans</td>
</tr>
<tr>
<td>Ditches, location and ownership</td>
<td>No ditches or waterways of note shown</td>
</tr>
<tr>
<td>Approval to pipe, reroute or use</td>
<td>Other than future City approval, no other approval required, defer to City Engineer</td>
</tr>
<tr>
<td>Calculations for retention system</td>
<td>Shown on grading plan (Sheet 5)</td>
</tr>
<tr>
<td>Method of storm water clean-up</td>
<td>Shown on sheet 8 and 9 (Storm Water Pollution Prevention Plan Exhibit and Plan Details)</td>
</tr>
<tr>
<td>New and Existing Sanitary Sewers</td>
<td></td>
</tr>
<tr>
<td>Manholes</td>
<td>Shown on multiple sheets of plans</td>
</tr>
<tr>
<td>Invert elevations</td>
<td>Shown on multiple sheets, defer to City Engineer</td>
</tr>
<tr>
<td>Length, size, type, and slope of mains and laterals</td>
<td>Shown on multiple sheets, defer to City Engineer</td>
</tr>
<tr>
<td>New and Existing Water Lines</td>
<td></td>
</tr>
<tr>
<td>Length, size, type, and slope of mains and laterals</td>
<td>Shown on multiple sheets, defer to City Engineer</td>
</tr>
<tr>
<td>Location, size, and type of water meters, valves, and fire hydrants</td>
<td>Water meter locations shown, size of water meters not identified; type per public works. Location of new and existing valves shown. Two existing fire hydrants shown, no new hydrants proposed</td>
</tr>
<tr>
<td>New and Existing Gas Lines</td>
<td></td>
</tr>
<tr>
<td>Size and type</td>
<td>Existing gas lines shown, size and type not shown; new gas lines, size and type not shown</td>
</tr>
<tr>
<td>New and Existing Electrical Lines</td>
<td></td>
</tr>
<tr>
<td><strong>Size, location, and type</strong></td>
<td>Existing power box locations shown; existing power lines shown, size and type not shown; <strong>new electrical lines location, size and type not shown</strong></td>
</tr>
<tr>
<td>----------------------------</td>
<td>--------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Location of power poles</strong></td>
<td>None identified or showing on plans, if any exist</td>
</tr>
<tr>
<td><strong>New and Existing Telephone Lines</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Location of poles, junction boxes, and manholes</strong></td>
<td>Existing location of telephone boxes shown, poles and associated manholes not shown if applicable</td>
</tr>
<tr>
<td><strong>New and Existing Cable TV Lines</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Location of lines (if applicable)</strong></td>
<td>Cable TV lines not shown and may not be applicable</td>
</tr>
<tr>
<td><strong>DETAILED DRAWINGS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Cross section of roadway (minimum 8” road base and 3” asphalt)</strong></td>
<td>Shown on Sheet 7 (Civil Details) with 9” road base and 3” asphalt</td>
</tr>
<tr>
<td><strong>Cross section of curb and gutter (standard 30” high back)</strong></td>
<td>Shown on Sheet 7 (Civil Details), defer to City Engineer</td>
</tr>
<tr>
<td><strong>Gutter inlet box with bicycle safe grate</strong></td>
<td>Shown on Sheet 5 (Grading Plan), Sheet 6 (Utility Plan), and Sheet 7 (Civil Details); defer to City Engineer</td>
</tr>
<tr>
<td><strong>Cleanout box</strong></td>
<td>Shown on Sheet 5 (Grading Plan), Sheet 6 (Utility Plan), and Sheet 7 (Civil Details); defer to City Engineer</td>
</tr>
<tr>
<td><strong>Thrust blocking</strong></td>
<td>Shown on Sheet 7 (Civil Details); defer to City Engineer</td>
</tr>
<tr>
<td><strong>Special energy dissipating or drop manholes</strong></td>
<td>None showing and may not be applicable</td>
</tr>
<tr>
<td><strong>ADDITIONAL INFORMATION</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Soils report</strong></td>
<td>Geotechnical provided for project on July 23, 2007 as part of subdivision review at the time; no new soils reports have been provided; old report has been provided</td>
</tr>
<tr>
<td><strong>Drainage and runoff calculations</strong></td>
<td>Yes, shown on sheet 5 (Grading Plan)</td>
</tr>
<tr>
<td><strong>Water right transfer documentation</strong></td>
<td>Review with Public Works if needed</td>
</tr>
<tr>
<td><strong>Copy of protective covenants, codes, and regulations for development</strong></td>
<td>None provided or anticipated with this project; proposed development agreement submitted</td>
</tr>
<tr>
<td><strong>Eight (8) total 11” X 17” copies of plan drawings, one large full set of plan drawings, and one digital full set copy of plan drawings</strong></td>
<td>Yes, provided as requested;</td>
</tr>
<tr>
<td><strong>Building elevation renderings</strong></td>
<td>None provided for review purposes</td>
</tr>
<tr>
<td><strong>Corp of Engineers approval (if required)</strong></td>
<td>Not applicable or required</td>
</tr>
<tr>
<td>Category</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Zoning compliance</td>
<td>Yes, CP-3, <strong>subject to approval of a Development Plan and Development Agreement document listing approved commercial uses within this development</strong>; Development Agreement draft has been submitted for review</td>
</tr>
<tr>
<td>RDA compliance (if applicable)</td>
<td>Not applicable in this matter</td>
</tr>
<tr>
<td>Use compliance</td>
<td>Yes, C-3 uses anticipated for this development; all approved uses, per CP-3 zoning language approval and development agreement approval</td>
</tr>
<tr>
<td>Engineering comments and letter of approval recommendation</td>
<td>Engineering comments, along with Public Works and Fire Department comments have been provided</td>
</tr>
<tr>
<td>Traffic study</td>
<td>Not currently provided; likely not needed to provide any analysis unless otherwise requested</td>
</tr>
<tr>
<td>All Planning Commission and City Staff conditions for approval have been met</td>
<td><strong>Currently being reviewed by Planning Commission</strong></td>
</tr>
</tbody>
</table>
27 August 2015

Riverdale City
4600 South Weber River Drive
Riverdale, Utah 84405

Attn: Mike Eggett, Community Development Director
Proj: Reeve Office Building
Subj: Improvement Plans and Storm Water Calculations Review

Dear Mike,

I have reviewed the “Improvement Drawings” and the “Storm Water Calculations” for the above referenced project and have the following comments which need to be addressed:

- The Storm Water Calculations submitted will need to be revised and recalculated based upon a 100 year, 24 hour storm event.
- The on-site storm water system will need to include a storm water cleaning facility manhole which is capable of removing sediments, debris and oils from the storm water discharged from the site. (“Stormceptor” or similar approved equal).
- A suggested “Maintenance Schedule” will need to be prepared for the storm water cleaning-treatment facilities. The Maintenance Schedule should be placed on the Improvement Drawings.
- All culinary water service lateral pipelines and sanitary sewer laterals which are presently stubbed into the property must be removed (disconnected) at the appropriate main pipelines in 5175 South Street.
- The culinary water meter lid will need to be furnished with a hole in the lid that will accept an electronic/remote reading unit.
- The irrigation water system design for the site and for the landscaping will need to be submitted, including and design for the backflow devices and system.
- A handicap ramp is required at the corner of 5175 South / 1500 West intersection.

If you have, any questions feel free to contact our office at 866-0550.

Sincerely,

CEC, Civil Engineering Consultants, PLLC.

N. Scott Nelson, PE.
City Engineer

Cc. Shawn Douglas, Public Work Director
From: Shawn Douglas  
Sent: Friday, August 28, 2015 10:55 AM  
To: Mike Eggett  
Subject: Reeve  

Mike, I reviewed the Reeve development with Scott and my concerns are noted on his review letter. We are meeting with Nate on Tuesday to review the plans. sd  

Shawn Douglas  
Public Works Director  
801/394/5541 ext.1217  
Sdouglas@rivedalecity.com  

From: Matt Hennessy  
Sent: Wednesday, September 2, 2015 12:05 PM  
To: Mike Eggett  
Cc: Randy Koger  
Subject: RE: Reeve Office Building  

Unless Inspector/Marshal Koger can see something I am missing then I have no concerns or comments regarding this proposal and would see no problem with the green light on this project. Thanks.  

Matthew Hennessy  
Training Officer  
Riverdale Fire Department  
Office: 801-394-7481  
Cell: 801-791-6402  

From: Scott Brenkman (Police Lieutenant)  
Sent: Wednesday, September 2, 2015 4:25 PM  
To: Mike Eggett  
Subject: RE: Reeve Office Building  

I have been in training all day so I haven’t had a ton of time to go through the plans thoroughly before the deadline tonight, but from what I can see I do not have any concerns with the plans.  

Thanks, Scott
RIVERDALE CITY PLANNING COMMISSION
APPLICATION FOR COMMERCIAL OR MANUFACTURING SITE PLAN APPROVAL

CASE NO: 2015-03 DATE SUBMITTED: 8-25-2015

APPLICANT'S NAME: REEVES AND ASSOCIATES, INC. C/O NATE REEVES

ADDRESS: 920 CHAMBERS STREET, STE. 14, OGDEN, UT. 84403

PHONE: 801-621-3100 TAX ID NO: [Redacted]

ADDRESS OF SITE: 1350 W. 515 S.

APPLICANT'S INTEREST: OWNER / DEVELOPER

Application is hereby made to the Riverdale City Planning Commission requesting that the following permitted use, be approved on 0.91 AC. of property in the CP-3 zone in accordance with the attached site plan.

[Signatures]

Signature of Applicant

Signature of Property Owner

I authorize [Nate Reeves] to act as my representative in all matters relating to this application.

[Signature]

Signature of Property Owner

NOTE: A fee will be charged at the time the site plan is submitted for review - $200 per acre or portion of

Fee: $182.00 Date paid: 8-26-2015 date processed

Planning Commission set 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 set public hearing: Yes □ No □ Date of Public Hearing:

City Council scheduled to hear this application for site plan approval on:

Date: Decision of Council:
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>0.00</td>
</tr>
<tr>
<td>BUILDING PERMITS - PLAN/DEV REV</td>
<td>182.00</td>
</tr>
<tr>
<td>10-32-2200 BUILDING PLAN/DEV FEES</td>
<td>182.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>182.00</strong></td>
</tr>
<tr>
<td>CHECK</td>
<td></td>
</tr>
<tr>
<td>Check No: 25811</td>
<td>182.00</td>
</tr>
<tr>
<td><strong>Total Applied</strong></td>
<td><strong>182.00</strong></td>
</tr>
<tr>
<td>Change Tendered</td>
<td>0.00</td>
</tr>
</tbody>
</table>

08/26/2015 06:35AM
REEVE OFFICE BUILDING
Lot 2, Hayward Business Park Subdivision
Site Plans
RIVERTALE CITY, WEIR COUNTY, UTAH
AUGUST 2013

PROPOSED BUILDING
6,528 S.F.

Site Information

Sheets
Sheet 1 - Cover/Index Sheet
Sheet 2 - Notes & Legend Sheet
Sheet 3 - Existing Site Plan
Sheet 4 - Proposed Site Plan
Sheet 5 - Grading Plan
Sheet 6 - Utility Plan
Sheet 7 - Storm Water Pollution Prevention Plan Exhibit
Sheet 8 - Storm Water Pollution Prevention Plan Details
Sheet 9 - Landscape Plan

Lot Size:
Lot #54
21,520 sq. ft.

Lot #57
21,520 sq. ft.

Scale: 1" = 100'

Engineer's Notes to Contractors

Approving Agency

Developer's Notes

09-301-0003
COMMERCIAL REAL ESTATE INVESTMENT CO.

These plans are general representations of the property of Reeve Associates, Inc. and should not be relied upon as a substitute for an on-site inspection. They are subject to change without notice. No warranty is given as to the accuracy, sufficiency or completeness of the plans or related information shown. The use of these plans in any manner, except for auxiliary purposes, is prohibited. The plans are the property of Reeve Associates, Inc. and are intended solely for use by the developer and its agents and contractors. Copying or distributing any part of these plans is prohibited without the written consent of Reeve Associates, Inc.
DEVELOPMENT AGREEMENT
REEVE OFFICE LLC
LOCATED AT 1444 WEST 5175 SOUTH
RIVERDALE CITY, UTAH

This Development Agreement is entered into as of this ____ day of September, 2015, by and between NATE REEVE, as the developer of a project known as “REEVE & ASSOCIATES, INC OFFICE (old HAYWARD BUSINESS PARK LOT 2)” (the “Project”), located at 1444 West 5175 South in the City of Riverdale, a municipality and political subdivision of the State of Utah, by and through its City Council (the “City”).

RECITALS:

A. Nate Reeve is the developer of approximately 0.91 acres of real property located in the City of Riverdale, Weber County, Utah, known as the “REEVE & ASSOCIATES, INC OFFICE (old HAYWARD BUSINESS PARK LOT 2).” The property consists of approximately 0.91 acres, the legal descriptions and map are attached as Exhibit A, parcels of which are zoned CP-3.

B. Nate Reeve is willing to design and develop the Project in a manner that is in harmony with, and intended to promote, the long-range policies; goals; and objectives of the City’s general plan, zoning and development regulations, as more fully set forth below.

C. The City, acting pursuant to its authority under Utah Code Annotated, § 10-9a-101, et seq., and in furtherance of its land use policies; goals; objectives; ordinances; resolutions; and regulations, has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms as more fully set forth below, REEVE OFFICE LLC and the City hereby agree as follows:

1. Approval of Overall Development Plan for Project.

1.1 Property Affected by This Agreement. It is the intention and understanding of the parties that the development will comply with all requirements of zoning. The legal description of the Property contained within the Project boundaries is Hayward Business Park Lot 2. No additional property may be added to this description for purposes of this Agreement, except by written amendment to this Agreement executed and approved by the parties hereto. In the event that circumstances change, the parties may agreed to a deviation of the planned use and projected future phase site plans in a written amendment to this Agreement executed and approved by the parties hereto, with approval not unreasonably withheld.

1.2 Planned Uses. The planned uses in the Project, which have been approved as a part of the final site plan, include the following. All uses which are
substantially similar or incidental to those listed below shall be considered approved planned uses.

a. Professional office;
b. General sales warehouse and distribution;
c. Air conditioning, sales and service and similar uses;
d. Antique, import, or souvenir shop;
e. Archery Shop and range, provided conducted within completely enclosed building;
f. Bicycle Sales and service;
g. Gymnasium;
h. Store, excluding sale or repair of motor vehicle, motorboats, or motors;
i. Automobile parts sales;
j. Bakery: manufacture of goods sent to other locations;
k. Blueprinting or Photostatting;
l. Building material sales;
m. Candy: Manufacture or warehouse of surplus;
n. Carpet Sales: including warehousing of surplus;
o. Laboratory, dental, or medical;
p. Data processing service and supplies;
q. Detective agency or security;
r. Electrical and heating appliances and fixture sales and service;
s. Electronic equipment sales and service;
t. Employment agency;
u. Express and transfer parcel service: store and warehouse;
v. Food service: catering operation and warehouse;
w. Glass sales and service for home and auto;
x. Household appliance sales and incidental service;
y. Household cleaning and repair;
z. Insurance Agency;

aa. Janitor service and supply;
bb. Locksmith;
c. Office machines/supplies sales and service;
dd. Pest control and extermination;

ee. Photo Studio;
ff. Printing, publishing, or reproduction sales and service;

 gg. Taxidermist;

hh. HVAC equipment sales, service, and warehousing;

ii. Plumbing equipment;

jj. General construction-related businesses;
kk. Internet sales; all other uses not listed, but allowed within zone;
ll. Indoor shooting range.

2. Reserved, Not used.
3. The Developer represents to the City that the Plat for this proposed Development complies with all City, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances; zoning ordinances; and environmental regulations. This has been reviewed and approved by the City.

4. **Specific Architectural and Design Standards.** The Project shall comply with the specific architectural and design standards set forth below, in addition to the other applicable ordinances and regulations of Riverdale City.

   4.1.1 **Landscaping Requirements.** Landscaping requirements shall include landscaping located on “REEVE & ASSOCIATES, INC OFFICE (old HAYWARD BUSINESS PARK LOT 2)

   4.1.2 Approval shall include the approved landscaping as shown, which is attached hereto and incorporated by this reference. Enlarged copies will be on file with the City. This plan includes the following information:
   - Landscape Area: 20% Business/Commercial Areas within (including public right-of-ways; landscape to include all green planting; decorative hardscape; and xeriscape.

   4.1.3 **Final Landscaping Plan.** The final landscaping plan shall be submitted for review and approval and shall include the following terms and conditions:
   - a. The total area under development;
   - b. Designed by a registered Landscape Architect;
   - c. A list of plants and trees and their size and location.

4.2 **Architectural Standards.** The Project shall comply with the architectural standards, which are intended to ensure that the front, side, and rear exterior treatment of the buildings shall be as generally depicted on the enlarged exhibits on file with the City.

4.3 **Parking.** The Project shall comply with the proposed parking on the site plan and which shall be depicted on the final engineering and building plans.

4.4 reserved not used.

4.5 **Signs.** The Developer represents to the City that all signage for this proposed Development complies with all City, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances; zoning ordinances; jurisdictional codes; and environmental regulations. The City shall be responsible for enforcing said ordinances.

4.6 **Utilities.** Plans for water, sewer, streets, and storm drainage shall be reviewed and approved by the Design Review Committee. All utilities,
including drainage systems; sewer; gas and water lines; electrical; telephone and communication wires and related equipment; irrigation ditches and/or pipes, shall, where possible, be installed and maintained underground. Developer shall, at developer’s expense, prepare; grant; and deliver to the City, any and all necessary utility easements for any and all city owned utilities.

4.7 **Equipment.**

a. Mechanical equipment (including, but not limited to components of plumbing, processing, heating, cooling, and ventilating systems) shall be appropriately screened when possible, as depicted on the approved site plan and related exhibits referenced herein, or as otherwise approved by the Design Review Committee.

b. Any necessary exterior components of such mechanical equipment shall be approved by the Design Review Committee and integrated to the extent reasonably possible as part of the architectural design features and colors.

c. Equipment, mechanical devices, electric transformers, utility pads, cable television and telephone boxes shall be appropriately screened, where possible, by vegetation, walls, fences, or otherwise enclosed in a manner harmonious with the overall architectural theme and character of the Project.

4.8 **Additional Use Restrictions.** The property shall not be used in such a manner as to create a nuisance to any adjacent sites such as, but not limited to, vibration; sound; electro-mechanical disturbance and radiation; air or water pollution; dust; emissions of noxious matter; or placement, dumping or blowing refuse, paper or other garbage.

a. The Developer shall provide adequate sound attenuation, in accordance with the requirements of the Design Review Committee.

b. Outside speakers, pagers and sound or music systems of any kind or nature whatsoever are strictly prohibited unless the sounds are inaudible from any residential zone.

c. No vending machines or newspaper racks will be permitted outside of the building overhang area.

d. Lighting may not spill over to nearby residential areas and LED lights that use less energy are encouraged. These will include both shielded and directed lighting.

e. The Developer and/or business owner is responsible for the perpetual maintenance of the common area landscaping, open space areas and common areas of the Plat and will provide that all landscaping (trees, plants, sod, etc.) within the Plat shall be maintained and remain alive and in good quality, and disease-free.
4.9 **Substructures, Storage/Refuse Collections, Flags and Flag Poles, Etc.**
   a. All outdoor storage shall be visually screened from access streets, freeways, and adjacent property.
   b. Refuse removal, trash collection, and lot sweeping shall occur between the hours of 7:00 a.m. and 10:00 p.m.

5. **Vested Rights and Reserved Legislative Powers.**

5.1 **Vested Rights.** Subject to the provisions of this Agreement, Mike Ford shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, subject to compliance with the other applicable ordinances and regulations of Riverdale City.

5.2 **Reserved Legislative Powers.** Nothing in this Agreement shall limit the City’s future exercise of its police power in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Mike Ford under this Agreement based upon policies; facts; and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

6. **Design Review Committee.**

6.1 The Design Review Committee shall meet on an as-needed basis to review final engineering and building plans for the Project. The Design Review Committee is authorized to grant building permit approval if the final engineering and building plans are in compliance with the provisions of this Agreement. In the event of a dispute between the Design Review Committee and the Developer, the issue(s) in dispute shall be submitted for a decision to the City Council. The Design Review Committee must review all aspects of the Project to ensure that it meets the plans approved by the Planning Commission and City Council. The Developer shall pay for any additional professional review of the projects as necessary.

6.2 **Design Review Committed Membership and Organization.** Unless otherwise listed by code, the Design Review Committee shall be:
   a. Mayor (or his designee);
   b. City Administrator;
   c. Building & Zoning Official;
d. City Planner;
e. Planning Commission Chairman (or his designee);
f. Community Development Director; and

g. Public Works Director.

The mayor or in his absence, the City Administrator, shall serve as Chairman of the Design Review Committee. The City Building Official shall ensure developer compliance with all decisions of the Design Review Committee. The Design Review Committee may consult with other City staff and retain the services of other consultants (such as an architect, landscape architect, or traffic engineer) as necessary to review technical compliance with the provisions of this Agreement.

7. Successors and Assigns.

7.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Mike Ford in the ownership or development of any portion of the Project.

7.2 Assignment. Neither this Agreement nor any of the provisions, terms, or conditions hereof may be assigned to any other party, individual, or entity without assigning the rights, as well as the responsibilities, under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to Riverdale City and the prior written consent of the City may also be evidenced by letter from the City to Mike Ford. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully improved, partially improved, or unimproved land by Mike Ford prior to construction of building improvement on the parcels, with Mike Ford retaining all rights and responsibilities under this Agreement. Upon completion of the development project, as defined herein, Developer shall not be required to seek approval for alienation of the project.

8. General Terms and Conditions.

8.1 Term of Agreement. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption by the City Council, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.

8.2 Agreement to Run With The Land. This Agreement may be recorded in the office of the Weber County Recorder against the Property and is intended to, and shall be, deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.
8.3 **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest, while providing reasonable assurances of continuing vested development rights.

8.4 **State and Federal Law.** The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

8.5 **Relationship of Parties and No Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto, nor any rights or benefits to third parties.

8.6 **Laws of General Applicability.** Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other laws of Riverdale City.

8.7 **Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

8.8 **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

9. **Miscellaneous provisions.**

9.1 **City Storm-Water Management Plan.** To the extent allowable under the applicable Development Regulations, stormwater entering the subject Development will be collected and transported into the existing public drainage system in accordance with those standards and conditions approved and accepted by the City.

9.1.1 **Maintenance Agreement.** The Developer and/or current business owner must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property
owner and all subsequent property owners. The maintenance agreement shall:

a. Assign responsibility for the maintenance and repair of the stormwater facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.

b. Provide for a periodic inspection by the property owner for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the State of Utah who will submit a sealed report of the inspection to the public works department every five (5) years. It shall also grant permission to the City to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.

c. Provided that the minimum maintenance and repair needs include, but are not limited to, the removal of silt; litter; and other debris, the cutting of grass; grass cutting and vegetation removal; and the replacement of landscape vegetation in detention and retention basins and inlets and drainage pipes and any other stormwater facilities. It shall also provide that the owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the maintenance plan.

d. Provide that the maintenance needs must be addressed in a timely manner, on a schedule to be determined by the public works department and homeowners’ association.

e. Provide that if the property is not maintained or repaired within the prescribed schedule, the public works department shall have the maintenance and repair done at its expense and bill the same to the property owner(s). The maintenance agreement shall also provide that the public works department cost of performing the maintenance shall be a lien against the property.

f. The City shall have the discretion to accept the dedication of any existing or future stormwater management facility, provided such facility meets the requirements of this chapter, and includes adequate and perpetual access and sufficient areas, by easements or otherwise, for inspection and regular maintenance. Any stormwater facility accepted by the municipality must also meet the municipality’s construction standards and any other standards
and specifications that apply to the particular stormwater facility in question.

9.2. Development Site Clean Up. The Developer shall promptly clean up any and all dirt and debris deposited on public streets or public property as a result of construction activity on the Plat. If Developer fails to clean up such dirt and debris within forty-eight (48) hours of notification by the City, the City shall clean up said dirt and debris and agrees to pay the City’s costs of such cleanup within thirty (30) days of billing.

10. Default.

10.1. Events of Default.

10.1.1. Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default (“Default”) under this Agreement:

   a. A warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;

   b. A determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;

   c. Any other act or omission, either by City or Developer, which (i) violates the terms of this Agreement, or (ii) materially interferes with the intent and objectives of this Agreement.

10.2. Procedure Upon Default.

10.2.1. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the default. After proper notice and expiration of said thirty (30) days or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Section 8.10.

10.2.2. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or
materials or reasonable substitutes therefore, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform an obligation under this Agreement, shall excuse the performance of such obligation by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

10.3. **Breach of Agreement.** Following the occurrence of a Default by Developer, after the expiration of all application notice and cure periods set forth above, City may declare Developer to be in breach of this Agreement and City (i) may elect to withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until Developer has cured such Default. In addition to such remedies, either City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

10.4. **Enforcement.** The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance, or by withholding building permits or any other lawful means. In the event Developer violates the rules, policies, regulations or ordinances of City applicable to the Property or otherwise violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, upon given thirty (30) days written notice to Developer specifying the nature of the alleged violation and, when appropriate, the manner in which said violation must be satisfactorily cured (or such longer period as may be reasonably required by Developer, so long as Developer has commenced the cure of such violation within such thirty (30) day period and has thereafter diligently proceeded to cure such default), take such actions as shall be deemed appropriate under law until such violations have been rectified by Developer, including the withholding of building permits. City shall be free from any liability arising out of the proper exercise of its rights under this paragraph.

10.5. **No Waiver.** Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken from the same formality as the vote approving this agreement, no officer, official or agent of City has the power to amend, or
later modify this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

10.6. **Attorney’s Fees.** Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency; bankruptcy; arbitration; declaratory relief; or other litigation, including appeals or rehearsings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorney’s fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

10.7. **Notices.**

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

If to the City:  
Riverdale City Council  
4600 South Weber Drive  
Riverdale, Utah 84405  
Fax No.: (801) 399-5784

With a copy to:  
Riverdale City Attorney  
4600 South Weber Drive  
Riverdale, Utah 84405  
Fax No.: (801) 399-5784

If to Developer:  
REEVE OFFICE LLC  
c/o Nate Reeve  
2319 E 7975 S  
South Weber, UT 84405

10.8. **Effectiveness of Notices.** Any notices sent by certified mail shall be effective on the date on which such notice is sent. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

10.9. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.
DATED as of the day and year first written above.

REEVE OFFICE LLC

By ________________________________

It’s ______________________

RIVERDALE CITY

Attest:

__________________________________

By

______________________________
City Recorder

______________________________
Mayor