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. Public Comment
   This is an opportunity to address the Planning Commission regarding your concerns or
   ideas. Please try to limit your comments to three minutes. No action will be taken during
   public comment.
C. Presentations and Reports
D. Consent Items
   1. Consideration of Meeting Minutes from:
      March 26, 2019 Work Session
      March 26, 2019 Regular Meeting
E. Action Items
   1. Consideration of recommendation to City Council for approval of Final Site Plan
      and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase
      2, approximately 5187 South 1500 West, Riverdale, Utah 84405; requested by
      Mike Ford.
      Presenter: Mike Eggett, Community Development

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 19TH day of April, 2019 at the following locations: 1) Riverdale City Hall
Noticing Board 2) the City website at http://www.riverdalecity.com/ 3) the Public Notice Website:
http://www.utah.gov/pmn/index.html and 4) A copy was also provided to the Standard-Examiner.
Jackie Manning
Riverdale City Recorder
AGENDA ITEM: D

SUBJECT: Consideration to approve meeting minutes.

PRESENTER: Jackie Manning, City Recorder

INFORMATION:

a. March 26, 2019 Planning Commission Work Session

b. March 26, 2019 Planning Commission Regular Meeting

BACK TO AGENDA
Minutes of the Work Session of the Riverdale City Planning Commission held Tuesday, March 26, 2019 at 6:00 p.m., at the Civic Center in the Administrative Offices, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: Commissioners: Robert Wingfield, Chairman
Steve Hilton, Commissioner
Blair Jones, Commissioner
Kathy Eskelsen, Commissioner
Amy Ann Spiers, Commissioner
Rikard Hermann, Commissioner - arrived at 6:04 p.m.
Wanda Ney, Commissioner

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

The Planning Commission Work Session meeting began at 6:00 p.m. Chairman Wingfield welcomed the Planning Commissioners to the Work Session and stated for the record that all were in attendance, with the exception of Commissioner Hermann who would be joining the meeting shortly.

Presentations and Reports:
Chairman Wingfield turned the time over to Mike Eggett, the Community Development Director, who reported the following:

- La-Z Boy had their grand opening, with this store being their first in Utah.
- Legislative updates/training will be forthcoming.
- Check your emails for training opportunities through the Utah League of Cities and Towns.

Consent Items:
Chairman Wingfield asked for any changes or corrections to the planning commission minutes for the March 12, 2019 work session and regular meeting. There were no requested changes.

Action Items:
Chairman Wingfield invited discussion regarding the first action item, consideration to approve Preliminary Site Plan and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase 2, located approximately 5200 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford. Mr. Eggett summarized the executive summary and invited questions. Mr. Eggett provided a history of the parcel and explained why the amendments were necessary.

There was a brief discussion regarding the elevation and building design.

Mr. Eggett reviewed all the staff comments related to the project, as seen in the packet information, and noted the applicant is aware of all the outstanding items.

There was a discussion regarding parking with an expression of concern for safety given the close proximity of surrounding existing businesses. Mr. Eggett reviewed the zoning ordinance with regards to parking requirements and noted the applicant would meet the parking requirement in accordance with the ordinance.

Mr. Eggett explained the geotech report was received, and noted the error in the city engineer's letter which stated it was missing.

Discretionary Items:
There were no discretionary items for this meeting.

Adjourn:
Having no further business to discuss the Planning Commission adjourned at 6:24 p.m. to convene into their Regular Planning Commission Meeting located in the Council Chambers.
Minutes of the Regular Meeting of the Riverdale City Planning Commission held Tuesday, March 26, 2019, at 6:30 p.m., at the Civic Center, 4600 S Weber River Dr., Riverdale City, Weber County, Utah.

Present: Commissioners: Robert Wingfield, Chairman
Steve Hilton, Commissioner
Blair Jones, Commissioner
Kathy Eskelsen, Commissioner
Amy Ann Spiers, Commissioner
Rikard Hermann, Commissioner
Wanda Ney, Commissioner

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

Visitors: Mike Ford

A. Welcome & Roll Call

The Planning Commission Meeting began at 6:30 p.m. Chairman Wingfield welcomed everyone to the meeting and stated for the record that all members of the Planning Commission were present.

B. Public Comment

Chairman Wingfield asked for any public comments and there were not any.

C. Presentations and Reports

Chairman Wingfield turned the time over to Mike Eggett, in Community Development, who reported the following:
- La-Z Boy had their grand opening, with this store being their first in Utah.
- Legislative updates/training will be forthcoming.
- Check your emails for training opportunities through the Utah League of Cities and Towns.

D. Consent Items

1. Consideration of the Work Session and Regular meeting minutes from the Planning Commission Meeting held on March 12, 2019.

Chairman Wingfield asked for changes or corrections to the above reference minutes to which there were no requested changes.

MOTION: Commissioner Eskelsen moved to approve consent items meeting minutes as written. Commissioner Spiers seconded the motion.

There was no discussion regarding this motion.

CALL THE QUESTION: The motion passed unanimously in favor.

E. Action Items

1. Consideration to approve Preliminary Site Plan and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase 2, located approximately 5200 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford.

Mr. Eggett summarized an executive summary which explained:

Mike Ford, as also represented by Reeve and Associates (project engineer), has applied for a Preliminary Site Plan and Amended Subdivision Plat/Condominium Plat review of a new retail business and warehousing condominium building project located at approximately 5200 South 1500 West, to be known as Riverdale Business Park Phase 2. This parcel is zoned as the Planned Regional Commercial (CP-3) zone and, therefore, would need to go through a development agreement and development plan review process at a later date in this project’s timeline with the City Council. This site plan is being proposed for development on property that is adjacent to a daycare/arts academy, a vacant parcel, across from similar retail business buildings, and across from a professional engineering office. The property is currently owned by Riverdale Business Park, LLC. 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 to provide preliminary
Title 10 Ordinance Guidelines (Code Reference)
This Preliminary Site Plan and Subdivision Plat review is regulated under City Code 10-21 “Subdivisions”, 10-25 “Development in All Zones”, and is affected by City Codes 10-10b “Planned Regional Commercial Zones (CP-3), 10-14 “Regulations Applicable to All Zones”, 10-15 “Parking, Loading Space; Vehicle Traffic and Access”; and 10-16 “Sign Regulations”.

The proposed development parcel is located along 1500 West and west of 5175 South on property currently owned by Riverdale Business Park, LLC. The property is located in a CP-3 zoned area and the requested use of retail business and warehousing is established by approval of a Development Agreement and Plan for all uses in this zone.

Attached with this executive summary is a document entitled “Preliminary Site Plan and Subdivision Amendment Review – Riverdale Business Park Phase 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 Police Chief, the Fire Chief, City Administrator, and contracted City Engineer. The Planning Commission should discuss any concerns raised by these summaries.

The Planning Commission is encouraged to briefly discuss signage plans with the petitioner to better understand how site lighting and 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. Signage information for this site has been provided on the building elevation rendering.

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 make a motion to provide preliminary approval of the Riverdale Business Park Phase 2 site plan and amended/condominium subdivision proposal, approval of the proposed development plat and plan with any requested modifications, or not giving preliminary approval of the proposed development plat and plan. If preliminary approval is provided, then this matter could move forward to a future Final Site Plan and Plat recommendation consideration process with the Planning Commission.

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.

Mr. Eggett reviewed all staff comments, as seen in the packet. It was noted the applicant was made aware of these prior to the meeting.

Mr. Eggett discussed the parking configuration as it relates to the existing zone within the project area for the proposed business subdivision.

Mr. Eggett confirmed the geotech report was received, and noted the error in the city engineer report which reported it as missing.

Mike Ford, the applicant, invited questions. Commissioner Spiers asked about how the additional building would impact the existing parking. Mr. Ford explained each tenant would own their lot. Mr. Eggett asked who would be the person to oversee the parking. Mr. Ford explained the business association president, Bill Griffiths, would be the person to contact regarding existing and future parking issues.

It was clarified each tenant would also have their own individual business license.

MOTION: Commissioner Jones moved to approve the Preliminary Site Plan and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase 2, located approximately 5200 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford, contingent upon the outstanding items, as listed in the staff reports, be addressed and resolved. Commissioner Spiers seconded the motion.

There was no discussion regarding this motion.

ROLL CALL VOTE: Commissioners Wingfield, Jones, Hilton, Spiers, Eskelsen, Hermann, Ney all voted in favor of the motion.

F. Discretionary Items
There were no discretionary items.

G. Adjournment

MOTION: There being no further business to discuss, Commissioner Hilton moved to adjourn the meeting. Commissioner Eskelsen seconded the motion; all voted in favor.

The meeting adjourned at 6:48 p.m.

Date Approved: April 23, 2019
RIVERDALE CITY
PLANNING COMMISSION AGENDA
April 23, 2019

AGENDA ITEM: E1

SUBJECT: Consideration of recommendation to City Council for approval of Final Site Plan and Amended Subdivision/Condominium Plat for Riverdale Business Park Phase 2, approximately 5187 South 1500 West, Riverdale, Utah 84405; requested by Mike Ford.

PRESENTER: Mike Eggett, Community Development Director

ACTION REQUESTED: Recommendation to the City Council

INFORMATION:

a. Executive Summary
b. Planner Review
c. Department Staff Reports
d. City Engineer Review Letter
e. Application
f. City Review Response
g. CC&R's Riverdale Business Park Ph. 2
h. Developers Agreement
i. Amended Plat
j. Condominium Plat
k. Construction Plan

BACK TO AGENDA
Planning Commission  
Executive Summary  

For the Commission meeting on: 04-23-2019  

Petitioner: Mike Ford  
represented by Reeve and Associates  

Summary of Proposed Action  

Mike Ford, as also represented by Reeve and Associates (project engineer), has applied for a Preliminary Site Plan and Amended Subdivision Plat/Condominium Plat review of a new retail business and warehousing condominium building project located at approximately 5187 South 1500 West, to be known as Riverdale Business Park Phase 2. On March 26, 2019, the Planning Commission reviewed the Preliminary Site Plan and Amended Plats for the Riverdale Business Park Phase 2 project and provided the applicant with a Preliminary approval for this project. This parcel is zoned in the Planned Regional Commercial (CP-3) zone and, therefore, will need to go through a development agreement and development plan review process at a later date in this project's timeline with the City Council. This site plan is being proposed for development on property that is adjacent to a daycare/arts academy, a vacant parcel, across from similar retail business buildings, and across from a professional engineering office. The property is currently owned by Riverdale Business Park, LLC. A public hearing is not required to consider this Site Plan proposal. A Design Review Committee approval consideration will be required prior to advancing to a future City Council review. Following the presentation and discussion of the updated final proposal, the Planning Commission may make a motion to recommend City Council approval of the Riverdale Business Park Phase 2 site plan and amended/condominium subdivision proposal, recommend approval of the proposed development plat and plan with any requested modifications, or not recommend City Council approval of the proposed development plat and plan. If final recommendation approval is provided, then this matter could move forward to a future Final Site Plan and Plat approval consideration process with the City Council.

Title 10 Ordinance Guidelines (Code Reference)  

This Preliminary Site Plan and Subdivision Plat review is regulated under City Code 10-21 "Subdivisions", 10-25 "Development in All Zones", and is affected by City Codes 10-10b "Planned Regional Commercial Zones (CP-3), 10-14 "Regulations Applicable to All Zones", 10-15 "Parking, Loading Space; Vehicle Traffic and Access", and 10-16 "Sign Regulations".

The proposed development parcel is located along 1500 West and west of 5175 South on property currently owned by Riverdale Business Park, LLC. The property is located in a CP-3 zoned area and the requested use of retail business and warehousing is established by approval of a Development Agreement and Plan for all uses in this zone.

Attached with this executive summary is a document entitled "Preliminary Site Plan and Subdivision Amendment Review - Riverdale Business Park Phase 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 Police Chief, the Fire Chief, City Administrator, and contracted City Engineer. The Planning Commission should discuss any concerns raised by these summaries.
The Planning Commission is encouraged to briefly discuss signage plans with the petitioner to better understand how site lighting and 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. Signage information for this site has been provided on the building elevation rendering.

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 make a motion to recommend City Council approval of the Riverdale Business Park Phase 2 site plan and amended/condominium subdivision proposal, recommend approval of the proposed development plat and plan with any requested modifications, or not recommend City Council approval of the proposed development plat and plan. If final recommendation approval is provided, then this matter could move forward to a future Final Site Plan and Plat approval consideration process with the City Council.

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.

Legal Comments - City Attorney

Steve Brooks, Attorney

Administrative Comments - City Administrator

Rodger Worthen, City Administrator
**Final Site Plan and Subdivision Amendment Review – Riverdale Business Park Phase 2 (Hayward Business Park Subdiv 1st Amendment/Riverdale Business Park Condominiums Phase 2), 5200 South 1500 West**

*Completed by Mike Eggett, Community Dev. Director on 3/20/2019 and 4/17/2019*

**Recommendation:** City staff recommends that the Planning Commission examine and review items associated with this proposed final site plan review. Items of consideration or note (if any) have been highlighted in yellow for potential discussion purposes. City staff recommends that the Planning Commission act accordingly to approve the final site plan or not approve the proposed Riverdale Business Park Phase 2 Site Plan and Subdivision Amendment with any additional comments, requirements or concerns to be addressed by the developer.

| Date Plan Submitted to City: (Must be at least two weeks prior to Planning Commission meeting) | March 11, 2019, updated on April 4 and 16, 2019 |
| Date Application Submitted to City: | March 11, 2019 |
| Date Fee Paid: | Paid on Mar. 11, 2019 (see receipt for detail) |

<table>
<thead>
<tr>
<th><strong>Site Plan – Preliminary Requirements</strong></th>
<th><strong>Departmental Review Comments</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>COVER SHEET</strong></td>
<td>Provided</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 shown</td>
</tr>
<tr>
<td><strong>Property Owner’s/Developer’s name, address, and phone number</strong></td>
<td>Shown on cover page and application: Mike Ford, 620 East 1700 South, Clearfield, Utah 84015, 801-644-5100</td>
</tr>
<tr>
<td><strong>Approving agency’s name and address: Utility companies if applicable</strong></td>
<td>Approving agency’s name and address shown on drawings; still needs to be shown on the plats: Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405; other utility agencies affected not identified in submittal, if applicable</td>
</tr>
<tr>
<td><strong>Consulting Engineer’s name, address, and phone number</strong></td>
<td>Reeve &amp; Associates, 5160 South 1500 West, Riverdale, Utah 84405, 801-621-3100</td>
</tr>
<tr>
<td><strong>Licensed Land Surveyor’s name, address, phone number, signature, and seal</strong></td>
<td>Reeve &amp; Associates, 5160 South 1500 West, Riverdale, Utah 84405, 801-621-3100; seal shown and signature anticipated</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>Yes – Feb 14, 2019 and Mar 6, 2019</td>
</tr>
<tr>
<td>---</td>
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</tr>
<tr>
<td><strong>Revision block with date and initials</strong></td>
<td>Revision block shown; comments started</td>
</tr>
<tr>
<td><strong>Sheet number and total sheets</strong></td>
<td>Shown (15 total sheets: Amended plat, Condos plat, Sheets 1-11, and L1-L2)</td>
</tr>
<tr>
<td><strong>General</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Street names</strong></td>
<td>Shown – 1500 West and 5175 South</td>
</tr>
<tr>
<td><strong>Layouts of lots with lot numbers</strong></td>
<td>Yes, shown; two lots shown, 6 condo lots shown</td>
</tr>
<tr>
<td><strong>Adjacent tract ownership and tax identification numbers</strong></td>
<td>Tract ownership names and tax ID shown on plats</td>
</tr>
<tr>
<td><strong>Scale (minimum 1”=50’ to 1”=10’)</strong></td>
<td>Yes, scale is shown</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>Existing easements, structures, utility lines shown on sheet 3 and in packet; unknown if approvals provided to cross, use, relocate</td>
</tr>
<tr>
<td><strong>Space for notes</strong></td>
<td>Yes, notes space and legend space provided</td>
</tr>
<tr>
<td><strong>Contours</strong></td>
<td>Yes, shown on multiple sheets</td>
</tr>
<tr>
<td><strong>Public areas</strong></td>
<td>Existing and planned sidewalks and curb/gutter shown on multiple sheets</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>Layout</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PLAT SHEET</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Title Block</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Project name and address</strong></td>
<td>Subdivision projects name and address shown</td>
</tr>
<tr>
<td><strong>Approving Agency’s name and address</strong></td>
<td>Name and address shown on drawings; needs to be shown on the plats: 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>Reeve &amp; Associates, 5160 South 1500 West, Riverdale, Utah 84405, 801-621-3100</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>Yes – Feb 14, 2019 and Mar 6, 2019</td>
</tr>
<tr>
<td><strong>Names of approving agents with titles, stamps, signatures, and license expiration dates</strong></td>
<td>Not shown but may not be applicable</td>
</tr>
<tr>
<td>Names of approving departments (Attorney, Planning Commission, Mayor, Recorder)</td>
<td>Yes, this is shown</td>
</tr>
<tr>
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</tr>
<tr>
<td>Consulting Engineer’s/Surveyor’s stamp, signature, and license expiration date</td>
<td>Consulting engineer’s seal and license number shown; signature and expiration date anticipated</td>
</tr>
<tr>
<td><strong>Layout</strong></td>
<td></td>
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<tr>
<td>Street Names</td>
<td>Shown – 1500 West and 5175 South</td>
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<tr>
<td>Layouts of lots with lot numbers</td>
<td>Yes, shown; two lots shown, 6 condo lots shown</td>
</tr>
<tr>
<td>Bearings and distances for all property lines and section ties</td>
<td>Shown, where applicable; defer to City Engineer review</td>
</tr>
<tr>
<td>Legal description</td>
<td>Provided on both plat documents</td>
</tr>
<tr>
<td>Adjacent tract ownership and tax identification numbers</td>
<td>Tract ownership names and tax ID shown on plats</td>
</tr>
<tr>
<td>Scale (minimum 1”=50’)</td>
<td>Yes, scale is shown</td>
</tr>
<tr>
<td>North arrow</td>
<td>Yes</td>
</tr>
<tr>
<td>Owner’s dedication certificate for subdivision (Notary Acknowledgement)</td>
<td>Yes, shown on both plats</td>
</tr>
<tr>
<td>Landscaping (location and type with area calculations)</td>
<td>Yes, provided on sheets L1-L2</td>
</tr>
<tr>
<td>Location of exterior lighting devices, signs, and outdoor advertising</td>
<td>Location of existing and proposed lighting shown, new signage shown, and location of existing and new power equipment shown (where applicable);</td>
</tr>
<tr>
<td>Location of underground tanks, dumpsters, etc</td>
<td>Underground storm water chambers location identified on sheets 5-6 and details on sheets 7-8, no other tanks present on site; dumpster and dumpster enclosure location shown in packet and detail on sheet 7</td>
</tr>
<tr>
<td><strong>Additional Information</strong></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>Shown</td>
</tr>
<tr>
<td><strong>PLAN AND PROFILE SHEETS</strong></td>
<td>Site plan and profile sheets provided</td>
</tr>
<tr>
<td><strong>Title Block</strong></td>
<td></td>
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<td>Project name and address</td>
<td>Project name and address shown</td>
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<td>Approving Agency’s name and address</td>
<td>Name and address shown on drawings; needs to be shown on the plats: Riverdale City, 4600 So. Weber River Drive, Riverdale, Utah 84405</td>
</tr>
<tr>
<td>Consulting Engineer’s name, address, and phone number</td>
<td>Reeve &amp; Associates, 5160 South 1500 West, Riverdale, Utah 84405, 801-621-3100</td>
</tr>
<tr>
<td><strong>Date</strong></td>
<td>Yes – February 2019</td>
</tr>
<tr>
<td><strong>Scale</strong></td>
<td>Yes, scale is shown</td>
</tr>
<tr>
<td><strong>Revision block with date and initials</strong></td>
<td>Revision block shown; comments started</td>
</tr>
<tr>
<td><strong>Sheet number and total sheets</strong></td>
<td>Shown (15 total sheets: Amended plat, Condos plat, Sheets 1-11, and L1-L2)</td>
</tr>
</tbody>
</table>

**General**

| **North arrow** | Yes |
| **Street names** | Shown – 1500 West and 5175 South |
| **Lot numbers** | Yes, shown; one lot shown |
| **Reference to sheets showing adjacent areas** | Shown where applicable |
| **Center line stationing** | Shown on plans |
| **Existing natural ground** | Shown on sheet 3 |

**Signage**

Building signage concepts have been provided; may inquire more regarding future signage intent if desired

| **Height** | Not provided |
| **Size** | Not provided |
| **Locations** | Not provided |
| **Colors** | Not provided |
| **Lighting** | Not provided |

**New and Existing Buildings**

<p>| <strong>Height and Size</strong> | New building - Height = 16 ft to eave, unknown total height; Building size = 10780 sf; No previous buildings established on new bldg lot |
| <strong>Location, setbacks, and all dimensions</strong> | Yes, shown on proposed site plan (Sheet 4); approximates: front setback – minimum 63.7 feet at nearest point; rear setback – minimum 60.9 feet at nearest point; south side setback – minimum 14.3 feet at nearest point; north side setback – minimum 10.2 feet at nearest point |
| <strong>Type of construction</strong> | Materials for structure, texture, color appearance shown on sheet 11; <strong>DRC will be needed for this site plan prior to going to City Council</strong>; may discuss materials plans with developer |
| <strong>Type of occupancy and proposed uses</strong> | Retail business buildings and warehousing |</p>
<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Show handicapped access</td>
<td>ADA accessible ramp and access areas shown and handicapped parking stalls shown</td>
</tr>
<tr>
<td>New and Existing Landscaping &amp; Percentage</td>
<td>Percentage of landscaping provided for site is 45.7% exceeds requirement of 20% or more landscaping coverage per City Code 10-14-12(B.)(2.)</td>
</tr>
<tr>
<td>Number of trees</td>
<td>7 trees shown; trees per City Code 10-14-12(B.)(2.)(e.), set at less than 33.3% per each variety</td>
</tr>
<tr>
<td>Landscape plan showing all planting, hardscaping, berming, and watering</td>
<td>Planting, hardscaping shown; gentle berming locations, as required in 10-14-12 (B.)(2.), identified in landscaping plan; irrigation plan identified on L2</td>
</tr>
<tr>
<td>Xeriscaping alternatives being considered</td>
<td>Yes, xeriscaping seems to be applied in the rock mulch areas of landscape plan; for more, inquire of the developer</td>
</tr>
<tr>
<td>New and Existing Walls and Fences</td>
<td>No existing fences on site; no new fences appear to be planned for site</td>
</tr>
<tr>
<td>Location, design, and height</td>
<td>No existing fences on site; no new fences appear to be planned for site</td>
</tr>
<tr>
<td>Materials proposed for construction</td>
<td>No new fences planned for site</td>
</tr>
<tr>
<td>New and Existing Parking</td>
<td>16 dedicated stalls are provided and shown; handicapped parking space provided and shown; size meets city requirements; per code adequate parking for use concepts</td>
</tr>
<tr>
<td>Location of employees' parking, customer parking, and handicapped parking</td>
<td>Established as shown in drawings; employee parking and customer parking appear shared</td>
</tr>
<tr>
<td>Internal circulation pattern</td>
<td>Parking area circulation shown</td>
</tr>
<tr>
<td>New and Existing Ingress and Egress</td>
<td>Yes, shown</td>
</tr>
<tr>
<td>Location and size of points of ingress and egress for motor vehicles and internal use</td>
<td>Yes, access and circulation shown with arrows; inquire more if desired</td>
</tr>
<tr>
<td>Circulation pattern</td>
<td>Yes, access and circulation shown with arrows; inquire more if desired</td>
</tr>
<tr>
<td>New and Existing Streets</td>
<td>All access points 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>Shown, “right-of-way” areas need to be labeled as such on drawings</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>Item</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</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>Location of existing light poles shown; no new light poles proposed</td>
</tr>
<tr>
<td>Street lights</td>
<td>Yes, location of existing street light poles shown; power equipment location shown; no newly proposed street light poles or devices planned</td>
</tr>
<tr>
<td>Street name signs</td>
<td>Location of existing street name signs on site not applicable</td>
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<tr>
<td>Stop signs</td>
<td>Internal stop signs location not shown (if applicable)</td>
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<td>UDOT approval (if required for project)</td>
<td>No UDOT approval required</td>
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<td>Sidewalk (4’ side with 4” of road base or 6’ side with 6” of road base through the approach)</td>
<td>Yes, shown and defined on sheet 7 detail and throughout plans</td>
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<tr>
<td>Planting Strip</td>
<td>Shown along 1500 West</td>
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<tr>
<td>New and Existing Storm Drainage</td>
<td></td>
</tr>
<tr>
<td>Top of curb elevations</td>
<td>Shown on sheet 5, in detail on sheet 7</td>
</tr>
<tr>
<td>Slope of gutter</td>
<td>Shown on sheet 5, in detail on sheet 7</td>
</tr>
<tr>
<td>Manholes</td>
<td>Existing shown on multiple sheets; new shown on multiple sheets;</td>
</tr>
<tr>
<td>Invert elevations</td>
<td>Shown on sheet 5, in detail on sheet 7, defer to City Engineer</td>
</tr>
<tr>
<td>Length, size, slope, and type of mains and laterals</td>
<td>Shown on multiple sheets, in detail on sheet 7, defer to City Engineer</td>
</tr>
<tr>
<td>Location of catch basins</td>
<td>Shown on multiple sheets, in detail on sheet 7</td>
</tr>
<tr>
<td>Ditches, location and ownership</td>
<td>No ditches or waterways shown or anticipated</td>
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<tr>
<td>Approval to pipe, reroute or use</td>
<td>Other than future City approval, unknown if other approval required, defer to City Engineer</td>
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<tr>
<td>Calculations for retention system</td>
<td>Shown on sheet 7</td>
</tr>
<tr>
<td>Method of storm water clean-up</td>
<td>Shown on sheets 8, 9, and 10</td>
</tr>
<tr>
<td>New and Existing Sanitary Sewers</td>
<td></td>
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<tr>
<td>Manholes</td>
<td>Existing shown on multiple sheets; new shown on multiple sheets;</td>
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<tr>
<td>Invert elevations</td>
<td>Shown on sheet 5, in detail on sheet 7, defer to City Engineer</td>
</tr>
<tr>
<td>Length, size, type, and slope of mains and laterals</td>
<td>Shown on multiple sheets, in detail on sheet 7, defer to City Engineer</td>
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<tr>
<td>New and Existing Water Lines</td>
<td></td>
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<tr>
<td>Description</td>
<td>Details</td>
</tr>
<tr>
<td>----------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Length, size, type, and slope of mains and laterals</td>
<td>Shown on multiple sheets, in detail on sheet 7, defer to City Engineer</td>
</tr>
<tr>
<td>Location, size, and type of water meters, valves, and fire hydrants</td>
<td>Shown on sheet 6, 3/4” water meter identified, type per public works; Location of new and existing valves shown on sheet 5; Existing fire hydrants not shown on site (where applicable), 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 and new gas lines location, size, and type shown</td>
</tr>
<tr>
<td>New and Existing Electrical Lines</td>
<td></td>
</tr>
<tr>
<td>Size, location, and type</td>
<td>Existing power junction box location shown; existing power lines locations shown, new power lines locations, size, and type shown</td>
</tr>
<tr>
<td>Location of power poles</td>
<td>Existing power poles and overhead lines location shown on multiple sheets; no new power poles planned</td>
</tr>
<tr>
<td>New and Existing Telephone Lines</td>
<td></td>
</tr>
<tr>
<td>Location of poles, junction boxes, and manholes</td>
<td>Existing location of telephone boxes and new telephone utility line shown, poles and associated manholes shown (where applicable)</td>
</tr>
<tr>
<td>New and Existing Cable TV Lines</td>
<td></td>
</tr>
<tr>
<td>Location of lines (if applicable)</td>
<td>Cable TV lines shown (where applicable)</td>
</tr>
<tr>
<td>DETAILED DRAWINGS</td>
<td></td>
</tr>
<tr>
<td>Cross section of roadway (minimum 8” road base and 3” asphalt)</td>
<td>Refer to sheet 7 for roadway cross section connection to curb, gutter, and sidewalk areas</td>
</tr>
<tr>
<td>Cross section of curb and gutter (standard 30” high back)</td>
<td>Shown on sheet 7, defer to City Engineer</td>
</tr>
<tr>
<td>Gutter inlet box with bicycle safe grate</td>
<td>Detail shown on sheet 7, locations identified on multiple sheets; identified as bicycle safe grates on gutter inlet boxes; defer to City Engineer</td>
</tr>
<tr>
<td>Cleanout box</td>
<td>Detail shown on sheet 7, locations identified on multiple sheets; defer to City Engineer</td>
</tr>
<tr>
<td>Thrust blocking</td>
<td>Detail shown on sheet 7; defer to City Engineer</td>
</tr>
<tr>
<td>Special energy dissipating or drop manholes</td>
<td>None showing and may not be applicable; defer to City Engineer</td>
</tr>
<tr>
<td>ADDITIONAL INFORMATION</td>
<td></td>
</tr>
<tr>
<td>Soils report</td>
<td>Geotechnical report has been provided as completed by Y2 Geotechnical, P.C. on July 23, 2007 for this site</td>
</tr>
<tr>
<td>Drainage and runoff calculations</td>
<td>Shown on sheet 7</td>
</tr>
<tr>
<td>Item</td>
<td>Status</td>
</tr>
<tr>
<td>---------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Water right transfer documentation</td>
<td>Review with Public Works if needed</td>
</tr>
<tr>
<td>Copy of protective covenants, codes, and regulations for development</td>
<td>Business Owners Association documents are likely anticipated for this project; have not received yet</td>
</tr>
<tr>
<td>Three (3) total 11” X 17” copies of plan drawings, one large full set of plan drawings, and one digital full set copy of plan drawings</td>
<td>Yes, provided as requested</td>
</tr>
<tr>
<td>Building elevation renderings</td>
<td>Provided as sheet 11</td>
</tr>
<tr>
<td>Corp of Engineers approval (if required)</td>
<td>Project outside of potential impacted floodway areas</td>
</tr>
<tr>
<td>Corp of Engineers approval (if required)</td>
<td>Project outside of potential impacted floodway areas</td>
</tr>
<tr>
<td>Corp of Engineers approval (if required)</td>
<td>Project outside of potential impacted floodway areas</td>
</tr>
<tr>
<td>Corp of Engineers approval (if required)</td>
<td>Project outside of potential impacted floodway areas</td>
</tr>
<tr>
<td>Zoning compliance</td>
<td>Yes, Planned Regional Commercial (CP-3) meets intended uses for site design with development agreement and plan approval for land use from City Council; development agreement anticipated for future review</td>
</tr>
<tr>
<td>RDA compliance (if applicable)</td>
<td>Not applicable in this matter</td>
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<tr>
<td>Use compliance</td>
<td>Yes, with understanding that Planned Regional Commercial (CP-3) development plan and agreement approval is needed for this development request</td>
</tr>
<tr>
<td>Engineering comments and letter of approval recommendation</td>
<td>Engineering comments, along with Public Works, Police Department, Fire Department, and City Administrator provided</td>
</tr>
<tr>
<td>Traffic study</td>
<td>Not currently required</td>
</tr>
<tr>
<td>All Planning Commission and City Staff conditions for approval have been met</td>
<td>Currently Final Submission approval consideration being reviewed by Planning Commission</td>
</tr>
</tbody>
</table>
DEPARTMENTAL STAFF REPORTS – 3/18/2019 to 4/17/2019

From: Shawn Douglas
Sent: Wed 4/17/2019 3:34 PM
To: Mike Eggett
Subject: Riverdale Business Park Phase 2

Mike,

I have attached my review comments. Could you also make sure we get a full size set of the revised drawings, they have only sent electronic copies. Thanks

**Riverdale Business Park Phase 2 Plan Review**

Storm Water

1-Drainage system operation and maintenance plan BMPS approved and recorded with plat.

2-Bravos ownership and maintenance of the existing storm water system and Stormceptor recorded on plat for Bravo.

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

---

From: Scott Brenkman
Sent: Mon 3/18/2019 9:04 AM
To: Mike Eggett
Subject: RE: Riverdale Business Park Phase 2 Subdivision Amend and Site Plan Proposal - Preliminary Review

No concerns for me.

Thanks,

Chief Scott Brenkman
Riverdale Police Department
4580 S. Weber River Dr.
Riverdale, UT 84405
(801)394-6616
sbrenkman@riverdalecity.com
From: Jared Sholly
Sent: Thu 4/11/2019 11:58 AM
To: Mike Eggett
CC: Jared Sholly
Subject: RE: Review Comments needed - Riverdale Business Park Ph 2

I have no concerns

Jared Sholly
Fire Chief
Riverdale City Fire Department
Cell: 801-628-6562
Office: 801-394-7481

From: Rodger Worthen
Sent: Thu 4/11/2019 10:24 AM
To: Mike Eggett
Subject: RE: Review Comments needed - Riverdale Business Park Ph 2

Mike-

I have no concerns with development proposal. The lot line adjustment is complete on the applicant’s part and management of the storm water I will be compliance with state mandates. I am fine with this project moving forward.

Thank you-

Rodger Worthen, MPA/AICP
City Administrator
4600 So. Weber River Drive
Riverdale, UT 84405
Office: 801-394-5541, ext.1233
www.riverdalecity.com
15 April 2019

Riverdale City
4600 South Weber River Drive
Riverdale, Utah 84405

Attn: Mike Eggert, Community Development Director/RDA Deputy Executive Director
Proj: Hayward Business Park Subdivision 1st Amendment and Riverdale Business Park Condominiums Phase 2
Subj: Improvement Drawings Review #2

Dear Mike,

I have completed my review of the above referenced subdivision and submit the following comments for your consideration:

Please request the Developer or his Engineer, submit a response letter with their re-submittal of drawings answering all Engineering review comments contained herein.

General Comments:

1. An electronic copy of the Plat and the Final Improvement Drawings along with Details must be submitted to the Public Work Department for record keeping via our office, upon design completion and prior to approval of the final drawings from our office.

Plat Drawing For both: The Hayward Business Park Subdivision 1st Amendment and Riverdale Business Park Condominiums Phase 2

1. An approval signature block needs to be created at the bottom of the document for the “City Engineer” to sign the final mylar plat document. The language for the “Riverdale City Engineer” approval/compliance signature block shall be written to match the following:

I hereby certify that the “Office of the City Engineer” has examined the foregoing Plat and in our opinion the information conveyed herewith, complies with the Public Works Standards and Specifications of Riverdale City.
1. A “Geotechnical Report” needs to be submitted for review.
   - The “Pavement” design for asphalt & roadbase materials for the parking lot and driveway needs to be indicated in the report and placed on the drawings.

2. The Storm Water calculations for a 100-year event, 24-hour storm will need to be checked for a 90-minute storm interval which appears to be the “Peak run-off” amount.

   **The following storm water requirements apply:**

   - Required Detention = 2,885 cubic feet. (minimum)
   - Orifice Diameter = 1.78 inches. (maximum)
   - The following storm water piping configuration will need to be followed (please revise the submitted storm water collection plans):

     All on-site storm water must be collected and then first treated through filtering manhole(s), i.e., a “storm-ceptor or bay-saver” manholes, then discharged into the “Isolator Row” storage cell and then through the remaining storage cells; after entering into the main underground storage cells the storm water must be metered through the “Orifice Outlet Structure” then discharged into the Riverdale storm water piping system.

   - The “Orifice Structure Box” needs to be modified and enlarged to provide that a maintenance worker does not have to reach underwater to resolve any blockage to the orifice. The orifice structure box will need to be large enough for a maintenance person to safely enter and work. The box shown would require entrance through an inlet grate which is not acceptable. Also shown on the plans is a collection inlet curb & gutter box which directly routes the storm water into the underground storage cells and bypasses the isolator row and the filtering manhole. The submitted storm water system will need to be revised.

   **The neighboring storm water system will be required to:**

   - The existing “storm-ceptor” and orifice manhole structure constructed with the neighboring open detention basin will be required to remain (relocation is approved) and to be separate from the new proposed storm water system.

   - The existing open basin will be allowed to be modified. The design engineer must survey and verify to the Riverdale City Public Works Director that the storm water volume required prior, for detention, has been replaced/accomplished upon construction completion.

3. The existing 4” sanitary sewer lateral shown in the roadway will need to be upsized and or replaced to meet the proposed 6” sewer lateral from the new development with the pipe slopes and horizontal alignment matching.
4. The location and a detail drawing of the irrigation “RPZ” valving connection to the City culinary water system needs to be shown along with a separate connection for the water supply.

If you have any questions feel free to contact our office.

Sincerely,

CEC, Civil Engineering Consultants, PLLC.

N. Scott Nelson, PE.
City Engineer

Cc. Shawn Douglas, Public Work Director
Jeff Woody, Building Official
RIVERDALE CITY PLANNING COMMISSION
APPLICATION FOR COMMERCIAL SUBDIVISION SITE PLAN APPROVAL

CASE No: 2019-02  DATE SUBMITTED: 3-11-19

APPLICANT'S NAME: Mike Ford Riverdale Business Park Ph 2

ADDRESS: On File

PHONE: On File  TAX I.D. No:

ADDRESS OF SITE: 5165 S 1500 W

APPLICANT'S INTEREST: Business Buildings

Application is hereby made to the Riverdale City Planning Commission requesting that a commercial subdivision consisting of 6 lots be approved on 180 of property in the CP3 zone in accordance with the attached site plan.

__________________________  __________________________
Signature of Applicant       Signature of Property Owner

I authorize __________________________ 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 - $50 per lot/unit. Fee: $300.00  Date paid: 3-11-2019

Planning Commission set public hearing: Yes ☐ No ☑  Date of Public Hearing: N/A

Planning Commission scheduled to hear this application for site plan approval on:
Date: 3/12/2019  Decision of Commission: Prelim Approval

City Council scheduled to hear this application for site plan approval on:
Date:  ☐  Decision of Council:

Riverdale City, Community Development – 4600 South Weber River Drive, Riverdale, Utah
801-436-1240
MIKE FORD

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tr>
<td>Previous Balance:</td>
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<tr>
<td>BUILDING PERMITS - PLAN/DEV REV: CASE #2019-02</td>
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<td>10-32-2200 BUILDING PLAN/DEV FEES</td>
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<tr>
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<td><strong>Total Applied:</strong></td>
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Duplicate Copy

03/11/2019 4:01 PM
April 4, 2019

Mike Eggert, MPA
Community Development Director
4600 So. Weber River Drive
Riverdale, UT 84405

RE: Riverdale Business Park Ph 2

Mr. Eggert,

The following is a response to the comments dated March 20, 2019 in a memo to the Riverdale City Planning Commission.

Mike Eggert

- The address for the project has been established by staff as 5187 S 1500 W.
- The plat and drawings have been updated to show Riverdale City, 4600 So Weber River Drive, Riverdale, Utah 84405.
- We have identified the location of the existing streetlight on the southeast corner of the intersection of 1500 W and 5175 S. An existing power transformer is shown on sheet 3 as well, no new electrical equipment is anticipated for this project.
- The site data table has been updated to reflect the building square footage of 10,780 sf. Exterior building dimensions are shown on the plat.
- The landscaping plan has been updated to show 7 trees planted on site with a variety of species to not to exceed 33.3% of the total number of trees planted.
- A centerline for the 1500 West and 5175 South right of way lines has been shown on the plat with the width of the right of way identified.
- The location of the existing gas line and proposed service lateral are shown on the plans.
- The location of the proposed power laterals is shown on the plans.
- The location of the existing telephone and Cable TV are shown on the plans.
- Business Owners Association documents will be provided by the owner.

Shawn Douglas

Storm Water

1. A Drainage system operation and Maintenance plan BMPS will be provided.
2. The storm water detention system will have an impermeable membrane liner around the system, this will remove it from the storm water injection well classification. The stormwater will be treated with the existing storm captor.
3. The flows from the storm drain detention systems are low enough an independent storm drain connection is not required. The existing shared storm drain connection is sized for both properties to utilize.
4. A restroom has been shown on the SWPPP with a note for contractor to select the location.
5. The total area of disturbance on the project is less than 1 acre, a NOI will be filed if required.
6. A note has been added to sheet 5 for the engineer to verify and certify the size of the detention basin.
7. The detention basin is not a storm water injection well, a state permit is not required.
8. A lot line adjustment has been provided.

**Streets**
1. The provided parking is based on code requirements for the number of spaces.

**Water**
1. Water meters are shown in the park strip.
2. A detail is provided for a manifold for the meter boxes.
3. The existing waterline size is shown on the plans.
4. The existing waterline size is adequate for the proposed development.

**Sewer**
1. The size of the existing sewer lateral has been verified and is noted on the plans, the size is adequate for the proposed development.

**Other**
1. A note has been added for all construction and material to meet Riverdale City Standards
2. A note has been added requiring all missing, nonfunctioning, or damaged surface improvements to be replaced.
Civil Engineering Consultants, LLC.

General Comments:

1. An **electronic copy** of the Plat and the Final Improvement Drawings along with Details must be submitted to the Public Work Department for record keeping via our office, upon design completion and prior to approval of the final drawings from our office.

   An electronic copy of the Plat and Final Improvement Drawings will be provided.

**Plat Drawing**

1. The two Lots (101 & 102) will need to have “addresses” assigned.
   The addresses have been assigned and are shown on the plat and plans.

2. Upon engineering approval, the approval date will need to be updated at the top of the drawing.
   Noted.

3. On the various drawings (Plat, the Site Plans and Improvement Plans) the bearings and distances around the perimeter are all different. Corrections required.
   Plans have been updated to be consistent with the plat.

4. The drainage easement on Lot #102 should also include a sanitary sewer easement for the piping and facilities from Lot #101.
   The appropriate utility easements have been shown on the plat.

**Improvement Drawings**

1. The following “Note” will need to be added to the Improvement Drawings:
   - All deteriorated, damaged or missing surface improvements surrounding the perimeter of the development will need to be replaced or installed, i.e., curb and gutter, sidewalk, landscaping park strip improvements, street lights, fencing, etc.
     Note has been added to sheet 3.

2. A “Geotechnical Report” needs to be submitted for review.
   - The “Pavement” design for asphalt & roadbase materials for the parking lot and driveway needs to be indicated in the report and placed on the drawings.
     A copy of the Geotech Report will be included.

3. The Storm Water calculations for a 100-year event, 24-hour storm will need to be checked for a 90-minute storm interval which appears to be the “Peak run-off” amount.
   The peak runoff was evaluated for a 90-minute storm interval, the peak run-off occurs
during the 60-min storm interval at with a required detention volume of 2,422 cubic feet, this is based on the NOAA Atlas 14, point precipitation frequency estimates for this site. The 90-minute interval intensity is estimated from the PF curve provided by NOAA Atlas 14.

The following storm water requirements apply:

- Required Detention = 2,885 cubic feet. (minimum)
- Orifice Diameter = 2.0 inches. (maximum)
  Required Detention= 2,443 cubic feet
  Orifice Diameter = 1.78 inches

- The cross-section, of the underground detention basin will need to be adjusted and submitted for review.
  Sheet 8 provides standard cross sections for the Storm-Tech System.
- All on-site storm water must be collected and then first treated through filtering manhole(s), i.e., a “storm-ceptor or bay-saver” manholes, then discharged into the “Isolator” storage cell and then through the remaining storage cells; after entering into the main underground storage cells the storm water must be metered through the “Orifice Outlet Structure” then discharged into the Riverdale storm water piping system. The detention system will be lined with an impermeable fabric, the isolator row is designed to remove sediment prior to being discharged from the detention area. Stormwater will be further treated through the existing storm captor prior to being discharged into the stormdrain system.
- A note needs to be placed on the “Drainage Plans and Grading Plans” that upon completion of the underground detention basin the design engineer must survey and verify to the Riverdale City Public Works Director that the volume required for detention has been accomplished. The required note has been added.
- The “Orifice Structure Box” needs to be modified to provide that a maintenance worker does not have to reach underwater to resolve any blockage to the orifice. The orifice structure box will need to be large enough for a maintenance person to safely enter and work. The Orifice Structure Box/Combo Box Detail provides access to both sides of the baffle wall, either access the from the grate or the manhole access.

The neighboring storm water system will be required to:

- The existing “storm-ceptor” and orifice manhole structure constructed with the neighboring open detention basin will be required to remain. The existing storm-ceptor and orifice manhole structure are remaining in
place, an easement will be recorded to provide access to the structures.

- The existing open basin will be allowed to be modified. The new basin design must be submitted with cross-sections for review with the new rock retaining wall. The design engineer must survey and verify to the Riverdale City Public Works Director that the volume required prior, for detention has been replaced/accomplished upon construction completion.
  A cross-section has been provided.

4. Cross-section drawings of the design must be included in the drawings for all retaining walls, the sheet numbers need to be adjusted.
  A typical cross section for the retaining wall behind the building is shown on sheet 7.

5. Cross-section drawings of the design must be included in the drawings of all drainage swells, the sheet numbers need to be adjusted.
  A swale detail has been added.

6. Sanitary sewer manholes should be installed at the North & South ends of the parking lot sewer collection system since the development will become a Business Park Condominium.
  Manholes have been added to the sewer collection system.

7. The width of the parking, handicap parking stalls and striping should be detailed on the drawings along with the striping of the driveway lanes at the entrance. The width of the improvements is also needed to be shown on the drawings.
  A detail has been added for the accessible parking.

8. The location and a detail of the irrigation “double check” valving connection to the City culinary water system needs to be shown along with a separate connection for the water supply.
  A separate connection has been provided for the irrigation system.

9. The dumpster should have a 10’ x 15’ x 6” concrete support pad at the front of the fencing to support the wheel loads of the truck when dumping – to avoid compression ruts. The owner has not experienced compression ruts at similar sites and does not want to add this support pad in front of the dumpster.

Please let us know if you have any further questions.
Sincerely,

Jeremy Draper, PE
Development Manager
jdraper@reeve-assoc.com
CONDOMINIUM DECLARATION CONTAINING COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS

FOR

Riverdale Business Park Phase 2

April 16, 2019

BY: Riverdale Business Park LLC
INTENT OF DECLARATION

By this Condominium Declaration, Riverdale Business Park LLC hereby expresses its intent to create a project which is subject to the ordinances, statutes, and requirements of Riverdale City, Weber County, Utah Condominium Ownership Act, and all other applicable portions of the Utah State Code. Such project shall be located in the Riverdale Business Park Phase 2 subdivision as further specified herein. Hereby created from such property is a Condominium to be known as "Riverdale Business Park Phase 2." The commercial condominium units within the Riverdale Business Park Phase 2 shall herein be referred to as “Units" and owners of the Units shall be referred to herein as “Unit Owners.” Common areas within the Riverdale Business Park Phase 2, as defined below, shall be referred to herein as “Common Areas.”

DECLARATION OF CONDOMINIUM PROJECT

A. PURPOSE OF DECLARATION

This Declaration, together with documents attached hereto and referenced herein, states covenants; conditions; restrictions; and reservations intended to effect a common plan for the condominium development of the Riverdale Business Park Phase 2 mutually beneficial to all of the described Units. The covenants, conditions, restrictions, and reservations are binding upon the entire Property and upon each such Unit as a parcel of realty, and upon each Unit Owner and their heirs; personal representatives; tenants; licensees; successors; and assigns, through all successive transfers of any part of the Riverdale Business Park Phase 2, irrespective of whether specifically referred to in deeds; contracts; or security instruments, or of any forfeitures; foreclosures; or sales instated for nonpayment of government tax, levy, or assessment of any kind.

B. DEFINITIONS

Terms not otherwise defined herein or on the Record of Survey Map as the same may be amended from time to time, shall have the meanings specified in the Utah Condominium Ownership Act.

Each Unit shall consist of:

1. The space contiguous to the undecorated interior surfaces of common bearing walls, ceilings, and floors, and the walls within a Unit;
2. Any finishing materials applied or affixed to the interior surfaces of the condominium common walls; floors; and ceilings, including, without limitation, paint; lacquer; varnish; wallpaper; title; and paneling;
3. Non-supporting interior walls;
4. Windows and doors in the perimeter walls, whether located within the bounds of a Unit or not, not including any space occupied thereby to the extent located outside the bounds of a Unit;

5. Air conditioning and heating equipment and ducts and any other similar items which serve only a single Unit, whether located within the bounds of a Unit or not, shall be owned separately and solely by the Unit Owner serviced by the air conditioning and heating equipment;

Common Areas shall be as defined in the Act and includes landscaped grounds, private streets, buildings, parking lots, walkways, and uncovered parking spaces for Unit Owners; their employees; business guests; and invitees. A small portion of limited common area shall exist in front of each Unit in the form of a reserved parking area and pull up area in front of the large, roll-up doors associated with each Unit. The Common Areas of the Riverdale Business Park Phase 2 will include all driveway areas, landscaped areas, and open spaces on the property. The Common Areas of the Riverdale Business Park Phase 2 also include the roofs, foundations, columns, walls, and all other structural parts of the buildings, to the boundaries of the Units. In addition, the Common Areas of the Riverdale Business Park Phase 2 include the perimeter fencing and all other parts of the property necessary or convenient to its existence; maintenance; and safety, or normally in common use. A diagram of the Riverdale Business Park Phase 2 is set forth on Exhibit C.

C. LEGAL DESCRIPTION OF THE RIVERDALE BUSINESS PARK

The Riverdale Business Park includes the following property:

- Lot 102 5187 S 1500 W Riverdale, UT 84405

D. LEGAL DESCRIPTION OF EACH UNIT IN THE RIVERDALE BUSINESS PARK Phase 2

The legal description of each individual unit for the Riverdale Business Park is set forth in Exhibit “A”, attached hereto and incorporated into this Declaration by reference.

E. PERCENTAGE OWNERSHIP INTEREST IN THE COMMON AREA FOR TAXES AND LIABILITY

The percentage ownership of each Unit Owner will be 1/6th.

F. PHYSICAL DESCRIPTION OF THE RIVERDALE BUSINESS PARK Phase 2

The Riverdale Business Park Phase 2 will consist of one (1) building. Total units will include units 1-3, with approximately 1784 square feet each and units 4-6 with approximately 1632 square feet each. Each unit is equipped with electricity, gas, water
service and sewer service. Principal construction materials will be wood. The Riverdale Business Park Phase 2 will also include common areas.

G. STATEMENT OF PURPOSE OF RIVERDALE BUSINESS PARK PHASE 2 AND RESTRICTIONS

The Riverdale Business Park Phase 2 provides Unit Owners with commercial space which may be used in accordance with the By-Laws of the Riverdale Business Park Phase 2 Condos Owners' Association. Restrictions on the Property are set forth in the By-Laws of the Riverdale Business Park Phase 2 Condos Owners' Association (referred to herein as “The Owners' Association”).

The Units and Common Areas in this Condominium may be used only such for commercial uses and purposes authorized in the By-Laws of the Owners’ Association, so long as any and all such purposes are consistent with all other applicable laws, ordinances, and regulations of any governmental authority with jurisdiction.

No residential uses of any sort are permitted on the Property.

H. MANAGEMENT OF THE PROPERTY

The property shall be managed by the Owners’ Association, in accordance with the By-Laws, which are attached hereto. The Owners' Association shall have the power to enforce the provisions of this Declaration and the By-Laws of the Owners' Association and to take all steps necessary to ensure compliance and effectiveness of this Declaration and the By-Laws of the Owners' Association. The Owners’ Association shall, through its Board of Managers, have all powers available to condominium associations under the Condominium Act, including the power to assign its right to future income (including the right to receive common expense assessments), provided that such assignment is approved by a majority of the voting power of the membership of the Owners' Association. Such powers are set forth with particularity in the By-Laws of the Owners' Association.

I. AMENDMENTS TO DECLARATION

Amendments to this Declaration shall be made by an instrument in writing entitled "Amendment to Declaration," which sets forth the entire amendment. Any proposed amendment must be approved by a majority of the Owners' Association Board of Managers prior to a vote by the Unit Owners.
Once a majority of the Board of Managers have approved the amendment, the proposed amendment(s) may be adopted only at a meeting of the Unit Owners if at least fifty percent (50%) of the votes in the Owners’ Association are cast for such amendment, or without any meeting if all Unit Owners have been duly notified and Unit Owners holding at least fifty percent (50%) of the votes in the Owners’ Association agree in writing to such amendment.

Every amendment to the Declaration must be recorded with the County and is effective only upon recording.

**J. MAINTENANCE OF UNITS**

Each Unit Owner, at his or her own expense, shall keep the interior of his/her Unit and its appurtenances and equipment (including the air conditioning and heating systems, lights, and light fixtures) in good order; condition; and repair, and in a clean and sanitary condition and shall do all redecoration and painting which may, at any time, be necessary to maintain a good appearance for his Unit.

Except to the extent the Owners’ Association is protected by insurance against such injury, the Unit Owner shall repair all injury or damage to the Unit or Riverdale Business Park caused by the act or negligence of any lessee or any member of the Unit Owner’s family or the family of any lessee or sub-lessee and all such repairs, decorating, and painting shall be of a quality and kind equal to the original work.

In addition to decorating and keeping the interior of the Unit in good repair, the Unit Owner shall be responsible for the maintenance and/or replacement of any plumbing fixtures and other fixtures that may be in, or connected with, the Unit (including, but not limited to fixtures; pipes; ducts; and apparatus connected to the Unit’s air conditioning and heating systems and interior light bulbs and light.) The Owners’ Association shall only be responsible to replace air conditioning and heating equipment if such systems are damaged by an event that is covered by the Owners’ Association's insurance coverage. In connection with the foregoing responsibilities of Unit Owners, the Owners’ Association shall give written notice to the affected owner of the Unit stating specifically that which is required and setting a time within which to complete the same. If the Unit Owner disagrees with said requirements or any part thereof, he/she shall have ten (10) days from the date of the notice within which to object thereto, in writing, mailed or delivered to the Owners’ Association. Otherwise, he/she shall comply with such request. In the event of objection aforesaid, the Owners’ Association shall set the matter for hearing for no less than ten (10) days of said objection.

**K. TAXES**

Under Section 57-8-27, *Utah Code Annotated*, 1953, as amended, each Unit and its percentage of undivided interest in the Common Areas and facilities in the Riverdale Business Park are subject to separate assessments and taxation by each assessing unit and the special district for all types of taxes authorized by law and that, as a result
thereof, no taxes will be assessed or payable against the Riverdale Business Park as such. Each Unit Owner will, accordingly, pay and discharge any and all taxes which may be assessed against him and his percentage of undivided interest in the Common Areas and facilities.

L. ASSESSMENTS

Covenant to Pay Proportionate Share of Common Expenses. Each Unit Owner, by the acceptance of a deed or other document of conveyance to a Unit, whether or not it be so expressed in deed or document, shall be deemed to covenant and agree with each other to pay to the Owners' Association his/her share of the Common Expenses and any assessments established by the Owners' Association for the purposes provided in this Declaration. Such assessments shall be fixed, established, and collected from time to time in the manner provided hereunder.

Basis. The Common Expenses shall be based upon advance estimates of cash requirements by the Owners' Association to provide for the payment of all estimated expenses growing out of, or connected with, the maintenance and operation of the Common Areas or furnishing utility services to the Units. Said estimates may include, among other things, expenses of management; maintenance; taxes and special assessments levied by governmental authorities; premiums for all insurance which the Owners' Association is required or permitted to maintain pursuant hereto; common utilities; lighting; power; parking lots' building maintenance and repair; water charges; trash collection; sewer service charges, repairs, and maintenance; wages and benefits for maintenance employees; legal and accounting fees; any deficit remaining from a previous period; the creation of a reasonable contingency reserve; surplus and/or capital fund; and any other expenses and liabilities which may be incurred by the Owners' Association for the benefit of the Unit Owners under, or by reason of, this Declaration.

Apportionment. Common Expenses shall be apportioned among all Unit Owners in the percentages provided in Exhibit "D" attached.

Payment. Each assessment shall be due and payable in $100 monthly installments on the first (1st) day of each and every month and no separate notices of such monthly installments shall be required. Payments received after the fifteenth (15th) day of the month in which they are due shall be assessed a late fee of 10% per month on the outstanding balance.

Reserve accounts. The Owners' Association shall establish and maintain a reserve account to pay for unexpected emergencies and to fund capital improvements. The reserve account may be funded out of regular assessments or from a special assessment, if needed.

Capital improvement table. The Owners' Association shall establish and update, at least annually, a Capital Improvement Table which shall list each major capital improvement in the Riverdale Business Park (e.g. roofs, roads, sidewalks, etc.) and the
Other assessments. In addition to the annual assessments authorized hereunder, the Owners’ Association may levy, in any calendar year:

Special Assessment. A special assessment, payable over such a period as the Owners’ Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction; unexpected repair; or replacement of the Riverdale Business Park or any part thereof, or for any other unanticipated expense incurred, or to be incurred, as provided in this Declaration. Any amounts assessed pursuant hereto shall be assessed to Unit Owners in the percentages provided in Exhibit “B”.

22.7.2 Individual Assessments. An Individual Assessment may be levied by the Owners’ Association against a Unit and its owner as a charge or to reimburse the Owners’ Association for costs incurred in enforcing this Declaration, the By-Laws, or The Owners’ Association Rules.

Liens. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the owner in the property, and:

Priority. Such lien shall be superior to all other liens and encumbrances on such Unit except only for (a) valid tax and special assessment liens on the Unit in favor of any governmental assessing authority; and (b) encumbrances on the interest or the Unit Owner recorded prior to the date notice of the lien provided for herein is recorded, which By-Law would be a lien prior to subsequently recorded encumbrances. All other lienors acquiring liens on any Unit after this Declaration shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

Notice of Lien. To evidence a lien or sums assessed pursuant to this section, the Owners’ Association or its designee may prepare a written notice of lien setting forth the amount of the debt and Additional Charges due; the name and address of the Unit Owner; and a description of the Unit. Such a notice shall be signed by a representative or agent of the Owners’ Association and shall be recorded in the Office of the County Recorder of Weber County, Utah. No notice of lien shall be recorded until there is an unpaid debt.

Foreclosure. Such lien may be enforced by judicial or non-judicial foreclosure by the Owners’ Association in the same manner in which mortgages and trust deeds on real property may be foreclosed in Utah. In any such foreclosure, the Unit Owner shall be required to pay the costs and expenses of such proceeding the costs and expenses of filling the notice of lien and all reasonable attorneys’ fees. All such costs, expenses, and fees shall be secured by the lien being foreclosed. The lien shall also secure and the Unit Owner shall also be required to pay to the Owners’ Association any assessments against the Unit which shall become due during the period of foreclosure. The Owners’ Association shall have the right and power to bid an amount, equal to its
then existing lien, at the foreclosure sale or other legal sale and to acquire; hold; convey; lease; rent; encumber; use; and otherwise deal with, the same as the Unit Owner thereof. In any foreclosure or sale, the owner shall pay the costs and expenses of such proceedings including, but not limited to, the cost of a foreclosure report; reasonable attorneys’ fees; and a reasonable rental for the Unit during the pendency of the foreclosure action. The Owners’ Association in the foreclosure action may require the appointment of a receiver to collect the rental, without regard to the value of the mortgage security. The Board may bid for the Unit at foreclosure or other sale and hold, lease, mortgage, or convey the same. If the Owners’ Association elects to foreclose the lien in the same manner as foreclosures of deeds of trust, the Unit Owner, by accepting a deed to the Unit, hereby irrevocably appoints the attorney of the Association, provided he/she is a member of the Utah State Bar, as Trustee; and hereby confers upon said Trustee the power of sale set forth with particularity in Utah Code Annotated, Section 57-1-23 (1953), as amended. In addition, the Unit Owner transfers in trust to said Trustee all of his right, title, and interest in, and to, the real property for the purpose of securing his performance of the obligations set forth herein.

Release of Lien. A release of lien shall be executed by the Owners’ Association and recorded in the office of the County Recorder of Weber County, Utah, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Duty to pay independent. No reduction or abatement of an Unit Owner’s share of the Common Expenses or any Assessment shall be claimed or allowed by reason of any alleged failure of the Owners’ Association or Board to take some action or perform some function required to be taken or performed by the Owners’ Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Owners’ Association, or from any action taken to comply with any law; ordinance; or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each Owner.

Remedies. Suit to recover a money judgment for such personal obligation shall be maintainable by the Owners’ Association without foreclosing or waiving the lien securing the same.

M. SIGNAGE

Building Identification. One outdoor monument sign may be constructed and maintained as Common Areas. The signs shall identify Unit Owners or tenants. The Owners’ Association shall determine the location, size, type and appearance of all signs and shall maintain the signs as a Common Expense, excepting, any individual portions of a sign that identify a specific Unit Owner or tenant shall be maintained, replaced, and repaired at the expense of the Unit Owner. Signs located on a building identifying the occupant/business located therein shall be installed by the Unit Owner and maintained, repaired, and replaced by the Unit Owner.

Rules regarding Signs. The Board of Managers of the Owners’ Association may enact
rules consistent with City Ordinances and the Declaration regarding the maintenance, size, style, material, color, type and location of all signs located in the common area or placed on the designated area of each unit and building. No banner signs shall be permitted. No signs shall be installed anywhere in the Riverdale Business Park that are, in the sole judgment and discretion of the Board of Managers, inconsistent with the appearance and reputation of a first class office building as judged by the size, style, material, color, type and location of the sign relative to the existing signs in the project.

Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, which can be placed immediately outside the front entrance of the condominium unit, no advertising signs; billboards; or real estate signs shall be erected.

N. TERMINATION OF CONDOMINIUM STATUS

The Unit Owners may elect to terminate the Condominium status of the Riverdale Business Park only in accordance with Utah Code and City Ordinance, with the requisite approval of such owners; mortgagees; and other lien-holders, as is required by law.

DATED this _______ day of June, 2019

RIVERDALE BUSINESS PARK LLC

By: ________________________
Its: ________________________

SUBSCRIBED AND SWORN to before me this ___ day of June, 2019.

________________________________________
Notary Public & Seal
EXHIBIT A: Legal Description of Each Unit

EXHIBIT B: Percentage Ownership Interest in Common Areas

EXHIBIT C: Survey of the surface of the ground included within the Riverdale Business Park Phase 2, which identifies diagrammatic floor plans.

EXHIBIT D: By-Laws of Riverdale Business Park Owners’ Association
SECTION I: ASSOCIATION MEMBERSHIP

1. **Members:** All owners of units within the Riverdale Business Park Phase 2 Condos project are members of the Riverdale Business Park Phase 2 Condos Owners’ Association. All members of the Owners’ Association may vote for and are eligible to be members of the Owner’s Association of the Owners’ Association. Votes are apportioned on a per unit basis, with each unit as set forth in the Condominium Declaration receiving one vote, whether or not the unit has been constructed. Until the final phase of construction is complete and all units have been sold, all members of the Owners’ Association agree to allow Riverdale Business Park to make their vote by proxy. Each member agrees to abide by the vote made by Riverdale Business Park Phase 2.

2. **Annual Condo Association Meeting:** The membership shall elect an Owners’ Association Board of Managers at the annual meeting to be held in the community or at such other location as designated by the President of the Owners’ Association. The membership and Board of Managers shall be notified not less than 15 days before the date of the annual meeting. Notice shall be given by posting the scheduled date, time, and place of the meeting and by mailing to each owner. The annual meeting shall be open to the public.

3. **Regular Board Meetings:** The Owners’ Association Board of Managers will meet regularly on an annual basis. These meetings shall be open to the public and shall be noticed by posting the scheduled date, time, and place of the meeting.

4. **Special Meetings:** Special meetings of the membership may be called by or at the request of the Owner’s Association or by a petition of ten percent of the registered members. These meetings shall be public and shall be publicly noticed at least 15 days in advance by the posting of the date, time, place and purpose of the meeting, and by mailing to each owner. The members may not address any matter, which is not stated in the notice as the purpose of the meeting.

5. **Quorum:** Three members of the Owners’ Association Board constitute a quorum for the transaction of business at any meeting of the Owner’s Association; affirmative votes are required for any action taken by the Owner’s Association.

SECTION II: BOARD OF MANAGERS

**Owners’ Association Managers:** The number of Managers shall be three or all of the members if there are less than three members. Managers shall be members of the Owners’ Association and shall act on good faith charge of the members of the Owners’ Association.

6. **Term of Office:** The term of office for each Manager shall be for three years from the time of his or her election at the annual meeting until his or her successor has been elected and qualified. All officers are elected by and from the Managers for one year terms. The terms of at least one third (1/3) of the members of the Owner’s Association shall expire annually. To allow for the terms of the initial managers to be staged, the first manager’s term shall expire after one year and the second manager’s term shall expire after two years.
7. **Vacancies**: Except as otherwise provided, any vacancies occurring in the Owners’ Association Board of Managers, whether by resignation or removal, shall be filled by the majority vote of the remaining Managers. In the event of the simultaneous resignation and/or removal of two or more Managers, the membership shall hold new elections to fill those vacant positions on the Owner’s Association. Those Managers so elected will serve for the remaining portion of the unexpired term.

8. **Removal of Managers**: Any Manager may be removed by a majority of the members who vote on the issue providing that just cause has been established and whenever, in their judgment, the best interests of the Owners’ Association would be served by doing so.

9. **Authority**: The Owner’s Association, for the benefit of the Condominium and the Owners, shall enforce the provisions of the Condominium Instruments and shall have all powers and authority granted to the Owner’s Association or the Association under the Condominium Act and the Condominium Declaration which are not expressly subject to the approval of the Unit Owners.

**SECTION III: OWNERS' ASSOCIATION AND ELECTION VOTING RULES**

10. **Owners’ Association Election Notice**: A notice of vacancies for expired terms of office for Board of Managers and a notice that an election shall be held shall be prepared and posted by the Secretary. The notice shall be sent to all members.

11. **Prior to Completion by the Developer**: Prior to the completion of the Riverdale Business Park Phase 2 by the developer, the developer shall nominate and select all of the managers/ after completion of the Riverdale Business Park Phase 2 by the developer, managers shall be nominated and selected as described below.

12. **Nominations**: Nominations for the Owner’s Association of Managers shall be open nomination from the floor at the annual membership meeting.

13. **Voting Procedures**: Voting procedures are as follows:

   a. The Secretary shall check for the member’s name on the Master List of members. If the member’s name appears on the master membership list/ that person is deemed qualified to vote. If a unit or units are owned by an entity, then the entity shall designate one individual with authority to vote on behalf of such entity.

   b. Voters shall write, in pen/ the name of their chosen nominee on a piece of paper. After the ballot is marked, the voter will fold it and it will be collected by the Secretary.

   c. The ballots shall be publicly tallied by the Secretary and recorded by the Treasurer. Nominees receiving the greatest number of the votes cast shall be considered elected.
SECTION IV: OFFICERS

14. **Selection of Officers:** The Owner’s Association of Managers shall elect from among themselves the following officers: President, Secretary and Treasurer, Officer at-large. This shall be the first order of business of the first meeting of the Owner’s Association of Managers following the elections of Managers at the annual meeting.

15. **President:** The President is the principal executive office of the Owners’ Association and shall, in general, supervise and control all of the business and affairs of the Owners’ Association. He/She shall preside at all meetings of the Owner’s Association of Managers. He/She shall sign contracts or other instruments, which the Owner’s Association of Managers has authorized to be executed.

16. **Secretary:** The Secretary shall keep the minutes of all meetings of the Owner’s Association of Managers and of the unit owners and shall, in general, perform all the duties incident to the office of secretary.

17. **Treasurer:** The Treasurer shall keep the financial records and books of account. The Treasurer shall manage and deposit all funds of the Owners’ Association as directed by the Owner’s Association of Managers and shall be responsible to disburse funds for all Owners’ Association obligations.

18. **Officer at-large:** The Officer at-large shall act in the absence or inability or refusal to act of one of the other officers of the Owner’s Association. When so acting the Officer at-large will have all the powers of and be subject to all the restrictions upon such officer. The Officer at-large may not act in the absence or inability or refusal to act of more than one officer at a time.

SECTION V: CHECKS, DEPOSITS, AND FUNDS

19. **Contracts:** The Owner’s Association of Managers, at the direction of the membership, may authorize any officer or officers, agent or agents of the Owners’ Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Owners’ Association, and such authority may be general or confined to specific instances as authorized by the Owner’s Association of Managers.

20. **Checks, Draft Signing Authority:** All checks, drafts, or orders for payment of money, notes or other evidence of indebtedness issued in the name of the Owners’ Association and in such a manner as shall be determined from time to time by the Owner’s Association of Managers, shall be signed by the Treasurer and shall be countersigned by the President.

21. **Deposits:** All funds of the Owners’ Association shall be deposited from time to time to the credit of the Owners’ Association in such banks, trust companies, or other depositories as the Owner’s Association of Managers may select.
22. **Dues**: Dues may be assessed by the Owner’s Association of Managers in an amount to be sufficient to provide for all maintenance, repair, and replacement of common elements and payment of any obligations of the Owners' Association pursuant to the annual budget.

23. **Annual Budget**: Prior to the annual meeting of the members the Owner’s Association shall prepare an estimated annual budget.

24. **Assessments**: The Owner’s Association shall mail to each owner an assessment notice prior to the annual meeting of the members and such assessment shall be paid in full on or before the annual meeting. Each owner shall pay an initial assessment upon closing. The initial assessment shall be TBD. Annual assessments will be due thereafter in the amount of TBD per year due June 1 of each calendar year. No fees or assessments of the Owners’ Association may be increased unless a majority of all members of the Owners’ Association vote in favor of such increase.

25. **Lien**: The Owner’s Association of Managers shall have the authority, pursuant to Utah Code to assess and record liens against the real property of the members of the Owners' Association for any unpaid general or special assessments. The Owners’ Association has a lien for any unpaid Assessments levied against a Unit from the time the Assessment is due. Each and every Unit Owner of any Unit in the Condominium, by virtue of its acquisition by any means of title to such Unit, shall take such title subject to the Association's lien for Assessments.

26. **Books and Records**: The Owners’ Association shall keep correct and complete records of financial transactions and accounts, and shall also keep minutes of the proceedings of its Board of Managers. All books and records of the Owners' Association may be inspected by any member, or his/her agent or attorney, for any purpose at any reasonable time.

27. **Statement of Account**: Upon ten (10) days' notice to the Owner’s Association of Managers and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

**SECTION VI: MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS**

28. Common Areas of the Riverdale Business Park shall be maintained in a clean and safe fashion. The Owner’s Association shall undertake, or authorize any repairs, maintenance, or replacement of Common Areas as is necessary for the Riverdale Business Park Phase 2 to have a clean and safe appearance.
29. The Owner’s Association of Managers shall have the authority to hire and/or fire any personnel necessary for the maintenance, repair and replacement of common areas.

30. The Owner’s Association and its agents or employees may enter any Unit or Common Area when necessary in connection with any maintenance, landscaping, or construction for which the Owner’s Association is responsible, or in the event of a bona fide emergency. Except in the case of an emergency, reasonable advance notice shall be given to the Unit Owner, and if applicable, to any lawful tenant or subtenant in the Unit. If any repairs or maintenance were necessitated by or for a specific Unit or its Owners or lawful occupants, or requested by its Owners, the costs thereof shall be specially assessed to such Unit.

SECTION VII: RESTRICTIONS AND REQUIREMENTS

31. The following restrictions are designed to prevent unreasonable interference with the use of units and the common areas by the unit owners.

a. Noise levels: A reasonable noise level must be maintained at all times. This restriction applies to machinery, automobiles, equipment, music, or any other item.

b. Dust and Contaminates: Owners may use their units as shops; however, owners may not use their units in such a way that hazardous dust or fumes are created. It is expected that such restricted dust would be created by activities such as sanding or painting.

c. Storage Restrictions: Storage of toxic, flammable or explosive materials in the units is strictly forbidden.

d. Parking: Owners may not park their vehicles or equipment in such a manner as to interfere with the entrance to another unit. An owner is not allowed to park any vehicles outside of their unit, except for when such owner is visiting his unit.

e. Storage Outside of Unit: No owner shall store any vehicles, equipment, or other items outside of their unit. Owners shall be responsible to clean any garbage or debris that leaves their unit. Common Areas are to be kept clean at all times.

f. Offensive or Illegal Activity: No offensive or illegal activity shall be carried on in any Unit or Common Area, nor shall anything be done therein which is or may become a nuisance or an unreasonable source of annoyance to other Owners or other lawful occupants of the Property, nor shall any activity which may in any way create a nuisance or public health or safety hazard, or obstruct or interfere with the rights of other Owners or occupants of the Property, or which could interfere with or prevent the normal operation, maintenance, use, enjoyment, alteration or further development of the Property.

g. Unit Rentals: An owner may rent his or her unit so long as the renter agrees to be bound by this Declaration, the By-Laws of the Riverdale Business Park Phase 2 Condo’s Owners Association, and any applicable CC&Rs. The owner will remain responsible for the association dues. Renters must sign an agreement stating that they understand all of the applicable documents and agree to be bound by such.

h. Business Use: A business may store inventory and supplies in its unit(s).

i. Other Uses: Any use of a unit or the common area, which unreasonably interferes with an owners’

j. Residential: No residential uses of any sort are permitted on the Property.
k. **Hazardous Substances:** No person shall maintain or store on the Property any substance which is combustible, a health hazard, toxic, or corrosive, or otherwise hazardous as identified on the Material Safety Data Sheet provided by the manufacturer of such substance.

**SECTION VI: RULES FOR COMMON AREAS**

32. **Exterior:** Parking of Owners’ Vehicles Each Unit owner shall have one reserved parking place immediately in front of their Unit’s roll up door. No vehicles, including trailers and recreational vehicles may be stored for longer than 24 hours in the exterior parking area of the Property.

33. The Owner’s Association of Managers, at any meeting of the Owner’s Association of Managers, may adopt administrative rules and regulations governing the operation and use of the common elements. Any administrative rules and regulations, adopted by the Owner’s Association of Managers shall be provided to each owner and recorded with the county. The adopted rules and regulations may be rescinded by a majority vote of the unit owners at the annual meeting.

**SECTION VI: ENFORCEMENT**

34. **Enforcement:** The Owner’s Association of Managers may take any steps as reasonable to ensure enforcement of these restrictions. The Owner’s Association of Managers may appoint an enforcement officer who is responsible for identifying and reporting violations to the Owner’s Association of Managers.

35. **Special Assessments for Enforcement:** The Owner’s Association of Managers may make a special assessment for the costs of any enforcement action taken by the Owner’s Association including the costs of remedying the violation, any attorney fees, and any other costs or expenses incurred as a result of a violation of these bylaws, the Condominium Declaration, or any applicable statute or regulation.

**SECTION V: I AMENDMENT TO BYLAWS**

36. **Amendments:** The bylaws may be amended by an affirmative vote of fifty percent of the members voting at an annual meeting. The text of the proposed amendment must be included in the public notice announcing the time, date and place of the annual meeting. The amendment shall be binding upon every owner and every condominium whether the burdens thereon are increased or decreased thereby, and whether or not the owner of each and every condominium consents thereto.

37. **Statutory Requirements:** Each of the particular provisions set forth in Utah Code shall be contained in and remain in any amendment to the Bylaws. Any provisions set forth in these bylaws which are or may be contrary to Utah Code shall be severable and shall not affect validity of the remaining provisions of these bylaws.
This is to certify that the above bylaws were adopted by the Owner’s Association of Managers at a meeting on the

_____ day of April 17, 2019.

________________________
President

________________________
Secretary
DEVELOPMENT AGREEMENT
RIVERDALE BUSINESS PARK
LOCATED AT 5187 SOUTH AND 1500 WEST
RIVERDALE CITY, UTAH

This Development Agreement is entered into as of this __ day of May, 2019 by and between MIKE FORD as the developer of a project known as “RIVERDALE BUSINESS PARK PHASE 2” (the “Project”), located at 5187 South 1500 West 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. Riverdale Business Park LLC is the developer of approximately .80 acres of real property located in the City of Riverdale, Weber County, Utah, known as the “RIVERDALE BUSINESS PARK PHASE 2” The property consists of approximately .80 acres, the legal descriptions and map are attached as Exhibit A, parcels of which are zoned CP-3.

B. Riverdale Business Park LLC 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, Riverdale Business Park 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 3. 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 agree 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. Air conditioning, sales and service and similar uses;
b. General Sales warehouse and distribution;
c. Antique, import, or souvenir shop;
d. Archery Shop and range, provided conducted within completely enclosed building;
e. Bicycle Sales and service;
f. Gymnasium;
g. Store, excluding sale or repair of motor vehicle, motorboats or motors;
h. Automobile parts sales;
i. Bakery: manufacture of goods sent to other locations;
j. Blueprinting or Photostatting;
k. Building material sales;
l. Candy: Manufacture or warehouse of surplus;
m. Carpet Sales: including warehousing of surplus;
n. Laboratory, dental, or medical;
o. Data processing service and supplies;
p. Detective agency or security;
q. Electrical and heating appliances and fixture sales and service;
r. Electronic equipment sales and service;
s. Employment agency;
t. Express and transfer parcel service: store and warehouse;
u. Food service: catering operation and warehouse;
v. Glass sales and service for home and auto;
w. Household appliance sales and incidental service;
x. Household cleaning and repair;
y. Insurance Agency;
z. Janitor service and supply;
aa. Locksmith;
bb. Office machines/supplies sales and service;
c. Pest control and extermination;
cc. Photo Studio;
d. Printing, publishing, or reproduction sales and service;
ff. Taxidermist;
g. HVAC equipment sales, service, and warehousing.

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.
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 in the areas adjacent to 1500 West and 5175 South.

4.1.2 Approval shall include the conceptual 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; & 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 depicted on the enlarged colored 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.

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 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; lighting impacts; building dilapidation; signage dilapidation; overgrown/unsightly landscaping; 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 owners’ association 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.

f. The Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship.

g. The Developer will cause a business owners’ association to be established for the control and maintenance of any common private areas of the Plat. Upon sale of any of the said properties, Developer will require that the new purchasing owner contracts with the business owners’ association, through their CC&R’s, to be
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. This screen shall be architecturally compatible with the buildings.

b. No outdoor storage shall be permitted between a street and the building line. No outdoor storage shall be located within 100 feet of any residential use.

c. 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, RIVERDALE BUSINESS PARK LLC 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 RIVERDALE BUSINESS PARK LLC 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

responsible for the perpetual maintenance of the building, landscaping, and signs.
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 RIVERDALE BUSINESS PARK LLC 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 can 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 RIVERDALE BUSINESS PARK LLC. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully improved, partially improved, or unimproved land by RIVERDALE BUSINESS PARK LLC prior to construction of building improvement on the parcels, with RIVERDALE BUSINESS PARK LLC 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 shall 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 business owners’ association 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. 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. Provide 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.

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. 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 twenty-four (24) hours of notification by the City, the City shall clean-up said dirt and debris and Developer 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) day 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 with the same formality as the vote approving this
agreement, no officer, official or agent of City has the power to amend, modify or later 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 rehearings, 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: Riverdale Business Park LLC  
% Mike Ford  
620 E 1700 S  
Clearfield, Utah 84015

10.8 Effectiveness of Notice. 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.
RIVERDALE BUSINESS PARK LLC

By ______________________________
Its _____________________

RIVERDALE CITY

Attest:

_____________________________________

By

City Recorder

Mayor
EXHIBIT A

(Attached Maps)