

# WEBER COUNTY PLANNING DIVISION

# Administrative Review Meeting Agenda

December 27, 2018 4:00 - 5:00 p.m.

- UVS113018: Consideration and action on a request for final plat approval of Summit Nests-PRUD Amendment 3, amending Lot 15R located at 7926 E Heartwood Drive in Eden, in the 4186 N 3175 W in Ogden, in the Ogden Valley Destination and Recreation Resort (DRR-1) Zone. (Powder Gals LLC, Applicant) Steve Burton, Presenter
- 2. UVO120518: Consideration and action on a request for approval of Old Snowbasin Ranch Subdivision, a two lot subdivision, located at 6045 East Old Snowbasin Road in Eden, in the Forest Valley 3 (FV-3) and Forest 5 (F-5) Zones. (Douglas Dance, Agent) Felix Lleverino, Presenter
- 3. UVH071318: Consideration and action on a request for approval of Highlands at Wolf Creek Phase 8 1st Amendment, consisting of one lot designated as Common Area A located at 3639 Pineview Court in Eden, in the Residential Estates -15 (RE-15) Zone. (Miranda Menzies, Applicant) Tammy Aydelotte, Presenter
- 4. Adjournment





In compliance with the American with Disabilities Act, persons needing auxiliary services for these meetings should call the Weber County Planning Commission at 801-399-8791

The meeting will be held in the Weber County, Breakout Room, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah unless otherwise posted



# Staff Report for Administrative Approval

Weber County Planning Division

# Synopsis

Application Information

Consideration and action for final plat approval of Summit Eden Ridge Nests-PRUD Amendment **Application Request:** 

3, amending lot 15R.

Agenda Date:

Thursday, December 27, 2018

Applicant:

Powder Gals LLC

File Number:

UVS113018

**Property Information** 

Approximate Address:

7926 E Heartwood Drive, Eden

Project Area:

1,293 square feet

Zoning:

Ogden Valley Destination and Recreation Resort Zone (DRR-1)

**Existing Land Use:** 

Ski Resort

Proposed Land Use:

Resort Development

Parcel ID:

16-111-0015

Township, Range, Section: T7N, R2E, Section 5

Adjacent Land Use

Ski Resort North:

South:

Ski Resort

Ski Resort East:

West:

Ski Resort

**Staff Information** 

**Report Presenter:** 

Steve Burton

sburton@co.weber.ut.us

801-399-8768

Report Reviewer:

RK

# Applicable Ordinances

Title 101, Chapter 1, General Provisions, Section 7, Definitions

Title 104, Chapter 29 Ogden Valley Destination and Recreation Resort Zone (DRR-1)

Title 104, Zones, Chapter 28, Ogden Valley Sensitive Lands Overlay Districts

Title 106, Subdivisions, Chapter 1-8 as applicable

Title 108. Hillside Development Review Procedures and Standards

Title 108, Natural Hazards Areas

# **Development History**

Summit Eden Ridge Nests- PRUD was recorded on January 23, 2014.

- Summit Eden Ridge Nests- PRUD Amendment 1 was recorded on February 18, 2016.
- Summit Eden Ridge Nests- PRUD Amendment 2 was recorded on September 16, 2016.

# Background and Summary

The Planning Division recommends final approval of Summit Eden Ridge Nests- PRUD Amendment 3. The proposed amendment will shift lot 15R to the north approximately three feet and east approximately eight inches. The applicant is proposing the lot shift to preserve a large tree, as show on the site plan (Exhibit A). The proposed plat amendment will not increase lot size.

The Uniform Land Use Code of Weber County (LUC) §101-1-7 identifies a subdivision amendment as a "Small Subdivision" and can be administratively approved by the Planning Director as long as the amendment consists of five or fewer lots. The proposed subdivision amendment and lot configuration is in conformance with the current zoning and the Zoning Development Agreement Master Plan as well as the applicable subdivision requirements as required in the LUC.

# Analysis

<u>General Plan:</u> The proposal conforms to the Ogden Valley General Plan by maintaining the existing density provided by the current zoning and existing approvals (2016 Ogden Valley General Plan, Land Use Principle 1.1).

Zoning: The subject property is located in the Ogden Valley Destination and Recreation Resort Zone more particularly described as the DRR-1 zone. The purpose and intent of the DRR-1 zone is identified in the LUC §104-29-1 as:

"The purpose of this chapter is to provide flexible development standards to resorts that are dedicated to preserving open space and creating extraordinary recreational resort experiences while promoting the goals and objectives of the Ogden Valley general plan. It is intended to benefit the residents of the county and the resorts through its ability to preserve the valley's rural character, by utilizing a mechanism that allows landowners to voluntarily transfer development rights to areas that are more suitable for growth when compared to sensitive land areas such as wildlife habitats, hazardous hillsides or prime agricultural parcels. Resorts that lie within an approved destination and recreation resort zone shall, by and large, enhance and diversify quality public recreational opportunities, contribute to the surrounding community's well-being and overall, instill a sense of stewardship for the land."

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the standards in the DRR-1 zone in LUC §104-29 and the approved Zoning Development Agreement Conceptual Layout to ensure that the regulations and standards have been adhered to. The proposed subdivision is in conformance with county code and the approved conceptual plans that are part of the adopted Zoning Development Agreement. As part of the approved PRUD, the entirety of each lot is considered the buildable area.

<u>Natural Hazards Areas:</u> As part of an approved hillside review for this lot (HSR-2016-17) the applicant has provided a geologic hazards report performed by IGES (Project No. 01628-008, dated July 15, 2016). All construction must comply with the recommendations of the report.

<u>Culinary water and sanitary sewage disposal:</u> Culinary water and sewer service are provided by Powder Mountain Water and Sewer Improvement District based on a will serve letter that has been submitted for an additional 313 units in the Summit at Powder Mountain development.

<u>Review Agencies:</u> The Weber County Engineering Division, the Weber County Surveyor's Office and Weber Fire District have reviewed the proposal. Prior to the subdivision being released for Mylar, all review agencies comments will need to be addressed.

<u>Public Notice:</u> The required noticing for the final subdivision plat approval has been mailed to all property owners of record within 500 feet of the subject property regarding the proposed subdivision per noticing requirements outlined in LUC §106-1-6(b).

## Staff Recommendation

Staff recommends final approval of Summit Eden Ridge Nests- PRUD Amendment 3, amending lot 15-R. This recommendation for approval is subject to all applicable review agency requirements and is based on the following conditions:

- 1. The plat must be recorded in Cache County, as the property lies within the Cache County border.
- 2. A "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of any geotechnical and geological recommendations for future property owners.

This recommendation is based on the following findings:

- 1. The proposed subdivision amendment conforms to the Ogden Valley General Plan.
- 2. With the recommended conditions, the proposed subdivision amendment complies with all previous approvals and the applicable County ordinances.

# Administrative Approval

Administrative final approval of Summit Eden Ridge Nests- PRUD Amendment 3 is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

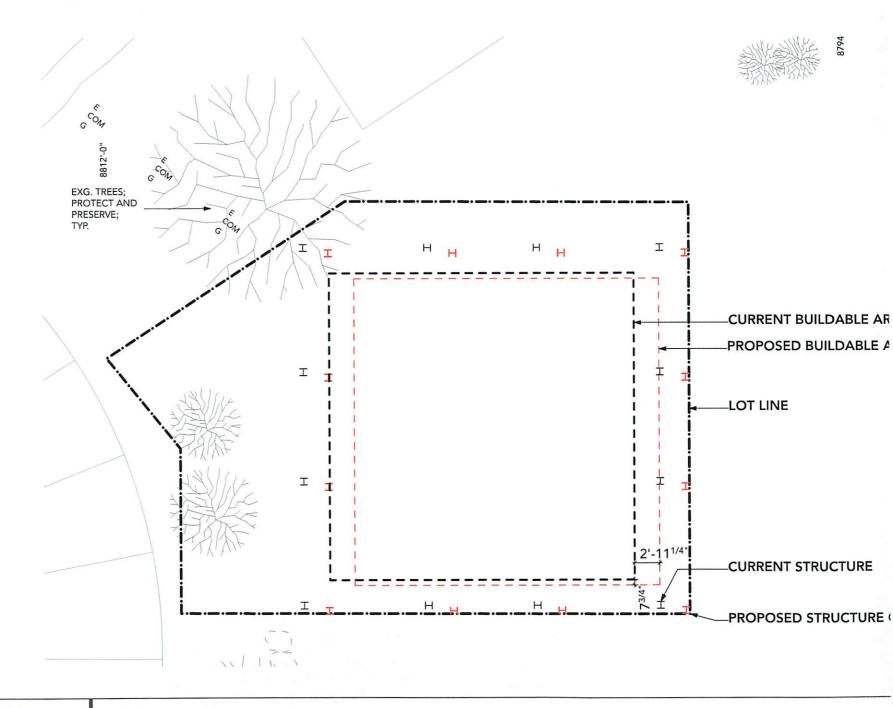
Date of Administrative Approval:	
Rick Grover	
Weber County Planning Director	

# Exhibits

- A. Site plan showing lot shift
- B. Proposed Summit Eden Ridge Nests- PRUD Amendment 3
- C. Recorded Summit Eden Ridge Nests- PRUD

# **Location Map 1**





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#### SUMMIT EDEN RIDGE NESTS PRUD AMENDMENT 3.

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BY- SMIG INVESTMENTS, LLC, A DELAHARE LIMITED LIABILITY COMPANY 174. 4/2 E MEMBER

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# SUMMIT EDEN RIDGE NESTS-PRUD AMENDMENT 3

AMENDING LOT 15R

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POWDER GALS, LLC 6 BEACH ROAD #593 TIBURN, CA 94920

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# Staff Report to the Weber County Planning Division

Weber County Planning Division

## Synopsis

**Application Information** 

Application Request: Consideration and action on a request for approval of Old Snowbasin Ranch Subdivision, a

two-lot subdivision.

Agenda Date: Thursday, December 27, 2018

Applicant: Douglas Dance, Authorized Representative

File Number: UVO 120518

**Property Information** 

Approximate Address: 6045 East Old Snowbasin Road

Project Area: 55.37 Acres

Zoning: Forest Valley 3 (FV-3), Forest 5 (F-5)

Existing Land Use: Vacant
Proposed Land Use: Residential

Parcel ID: 20-035-0021, 20-35-0059, 20-040-0005, 20-040-0006

Township, Range, Section: T6N, R1E, Sections 23, 26

**Adjacent Land Use** 

North: Forest/Residential South: Forest
East: Forest West: Forest

**Staff Information** 

Report Presenter: Felix Lleverino

flleverino@co.weber.ut.us

801-399-8767

Report Reviewer: RG

# **Applicable Land Use Codes**

- Title 101 (General Provisions) Chapter 1 (Definitions)
- Title 104 (Zones) Chapter 9 (Forest Zone, F-5)
- Title 104 (Zones) Chapter 14 (Forest Valley, FV-3)
- Title 104 (Zones) Chapter 28 (Ogden Valley Sensitive Lands Overlay District)
- Title 106 (Subdivisions) Chapter 1 (General Provisions) Section 8 (Final Plat Requirements)
- Title 108 (Standards) Chapter 14 (Hillside Development Review Procedure and Standards)
- Title 108 (Standards) Chapter 18 (Drinking Water Source Protection)
- Title 108 (Standards) Chapter 22 (Natural Hazard Areas)

## Development History

Alternative Access approval was granted on February 27, 2018, during an Ogden Valley Planning Commission meeting. The applicant has shown that the private access road will meet all the criteria for access by private right of way. The report is available at the Weber County Planning Office under file number AAE 2018-01.

## Background and Summary

The applicant is requesting approval of a two-lot subdivision that will gain access from Old Snowbasin Road and will utilize an 18-foot private right-of-way. The private right-of-way will branch off and extend from an existing private drive that currently serves one home. The access road length, from Old Snowbasin Road, is approximately 1,402 feet.

Each lot will have its own culinary water well and septic system. This proposal is located at approximately 5731 East Old Snowbasin Road.

As part of the approval process, the proposal has been reviewed against the current Weber County Land Use Code (LUC), and the standards of the FV-3 zone found in LUC §104-14. The following section is a brief analysis of this project against current land use regulations.

# **Analysis**

<u>General Plan</u>: This proposal is in conformity with Ogden Valley General Plan (OVGP) by encouraging low-density development that preserves open space (see page 21 of the OVGP).

<u>Zoning</u>: The property is split into two zones, the F-5, and the FV-3 Zone. The purpose of this zone is stated in the LUC §104-9-1 and §104-14-1.

- "(a) The intent of the forest zones is to protect and preserve the natural environment of those areas of the county that are characterized by mountainous, forest or naturalistic land, and to permit development compatible to the preservation of these areas.
- (b) The objectives in establishing the forest zones are:
  - (1) To promote the use of the land for forest, fish, and wildlife and to facilitate the conservation of natural resources, vegetation, and attractions;
  - (2) To reduce the hazards of flood and fire;
  - (3) To prevent sanitation and pollution problems and protect the watershed;
  - (4) To provide areas for private and public recreation and recreation resorts; and
  - (5) To provide areas for homes, summer homes, and summer campsites."

"The purpose of the Forest Valley Zone, FV-3 is to provide an area for residential development in a forest setting at a low density, as well as to protect as much as possible the naturalistic environment of the development."

<u>Small Subdivision</u>: "The Planning Director is delegated administrative authority to approve small subdivisions if in his discretion there are no conditions which warrant its submittal to the planning commission LUC §106-1-8 (f))." This proposal qualifies as a small subdivision consisting of three or fewer lots for which no new streets are being created or realigned.

<u>Drinking Water Source Protection Zone</u>: This proposal is located within a Drinking Water Source Protection Zone #3. The prohibited uses within these zones may be found in LUC §108-18-6. The vacant forest land will also be used as residential property. Residential uses and septic systems are permitted in Zone 3 areas.

<u>Natural Hazards:</u> The proposed subdivision is located in a Zone "X" as determined by FEMA to be an area of minimal flood hazard and in a Zone "D" as determined by FEMA to be an area of undetermined flood hazards. Areas designated as Zone "D" are typically areas in which no analysis of flood hazards has been conducted.

A geologic reconnaissance has been performed by GCS dated September 12, 2016, identified as File# 2016.11 Prop. Page 5 of the geologic reconnaissance states that Qms, Qmc, Qmso, Qmso (Tn) and Qmso? (Tn) areas should be considered unstable for future land use considerations. Page 7 of the report states that because the entire site is underlain with Norwood Formation, that is known for having poor stability, it is recommended that appropriate geological/geotechnical studies should be conducted before the structural improvements are made in those areas. Page 9 of the geologic reconnaissance states that both lots that make up this proposal should undergo the requirements of the Weber County Hillside Development Review Procedures and Standards. It also recommends that steep slopes indicated in Figure 5 should be avoided with respect to structural and/or grading improvements or disturbances.

Upon recording the final subdivision Mylar a separate "Natural Hazards Disclosure" document will be required to be recorded to provide adequate notice of the geotechnical and geological recommendations to future property owners. A condition of approval has been added to staff's recommendations to ensure that adequate notification is provided for future property owners regarding further development is noted on the subdivision Mylar.

<u>Irrigation and Domestic Water</u>: Weber Basin Water Conservancy District has granted an allotment of 3-acre-foot of water per year for both lots within this development. The developer has chosen to record a covenant for each lot that will notify lot buyers that well permits from the Weber-Morgan Health Department and the State Department of Natural Resources Division of Water Rights are required before a building permit can be obtained pursuant to LUC §106-4-2.

<u>Sanitary System</u>: Weber-Morgan Health Department has provided feasibility letters stating that lot 1 has been previously approved for the placement of a septic system (see exhibit D). The Health Department has also provided a letter stating that the water tables and percolation rates within Lot 2 of this proposal are within the range of acceptability for utilization of a packed be media system followed by a drip irrigation system (see Exhibit D).

<u>Review Agencies</u>: The Weber County Fire District has not posted a review for this proposal, however, a condition of approved is that the Fire District's requirements shall be met. Weber County Planning Division and Weber County Engineering Department have submitted reviews that will be addressed by a revised subdivision plat.

Public Notice: Noticing was provided to all property owners of record within 500 feet of the subject property.

# Staff Recommendation

Staff recommends final plat approval of Old Snowbasin Ranch Subdivision, consisting of 2 lots. This recommendation is based on the following conditions:

- 1. Prior to recording the final Mylar, all applicable Weber County reviewing agency requirements shall be met.
- 2. The developer shall record a covenant for each lot that will notify lot buyers that well permits from the Weber-Morgan Health Department and the State Department of Natural Resources Division of Water Rights are required before a building permit can be obtained.
- 3. Pursuant to the Geologist recommendations, each lot should undergo the Hillside Development Review Procedures and Standards found in Weber County Land Use Code § 108-14 (see page 9 of the geologic reconnaissance).

This recommendation is based on the following findings:

- 1. The proposed subdivision conforms to the Ogden Valley General Plan.
- The proposed subdivision complies with the applicable County codes.

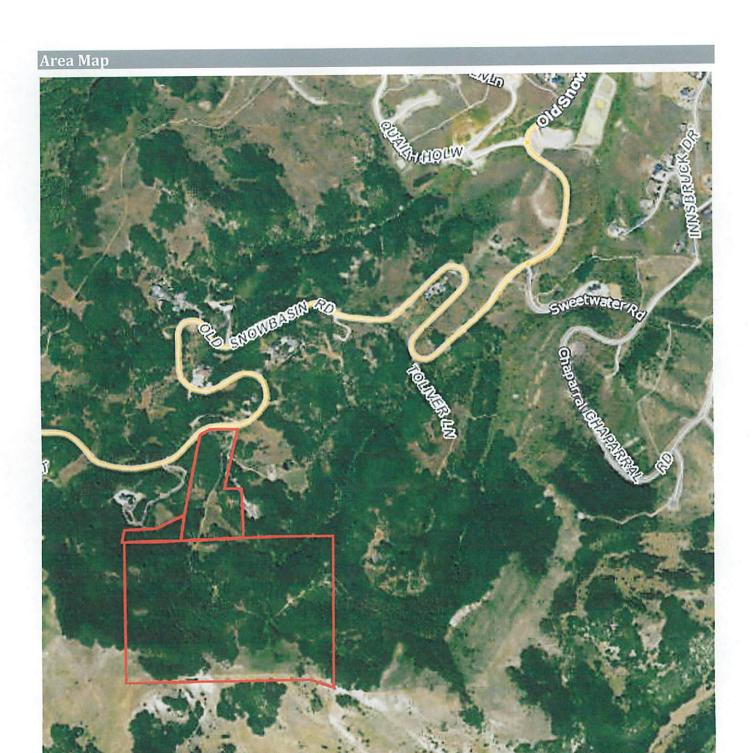
# Administrative Approval

Administrative final approval of Old Snowbasin Ranch Subdivision, consisting of 2 lots, is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval:	
Rick Grover	
Weber County Planning Director	

## **Exhibits**

- A. Old Snowbasin Ranch Subdivision Plat
- B. Slope Analysis
- C. Current Recorders Plat
- D. Health Department feasibility letter for lots 1 and 2
- E. Weber Basin Water Conservancy District well approval water allotment

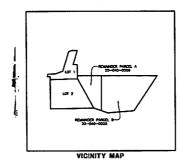






# **Old Snow Basin Ranch**

PART OF THE SOUTHWEST QUARTER OF SECTION 23, AND ALSO PART OF THE NORTH HALF OF SECTION 26. TOWNSHIP 6 HORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY MEBER COUNTY, UTAH APPIL, 2018



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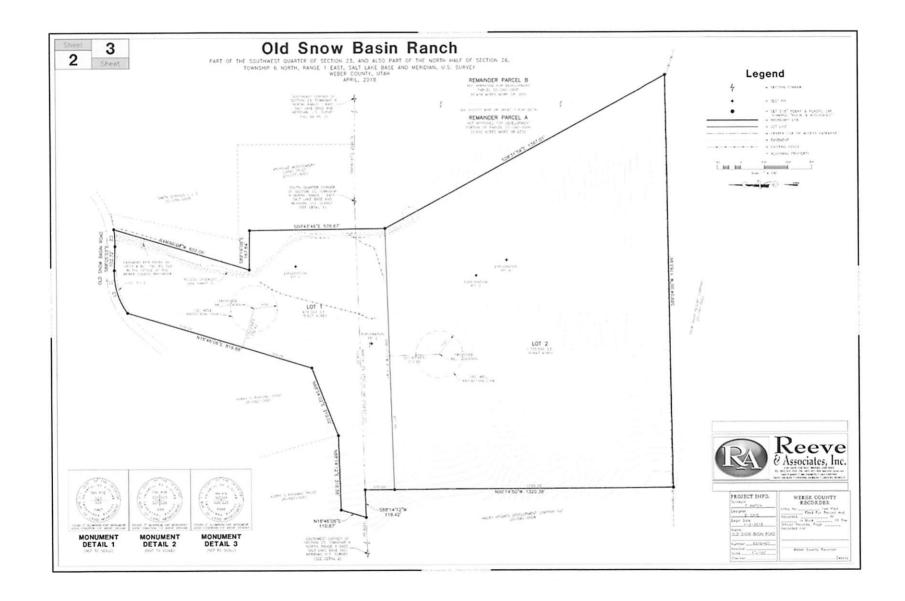
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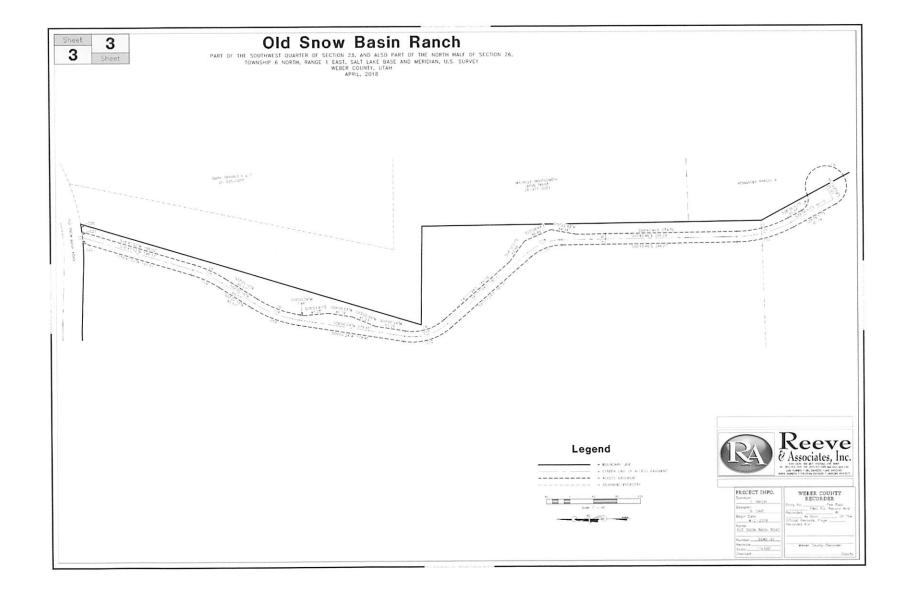
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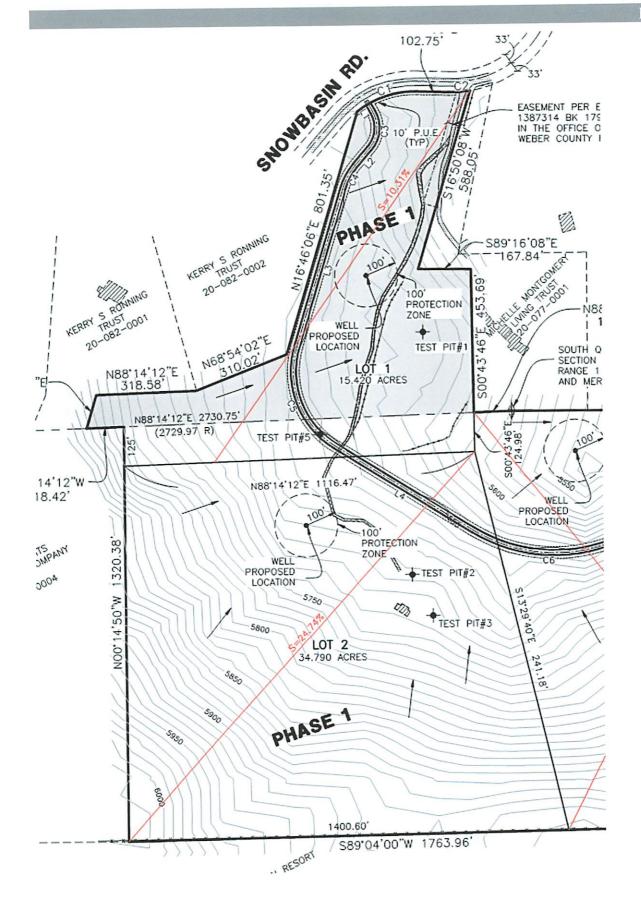
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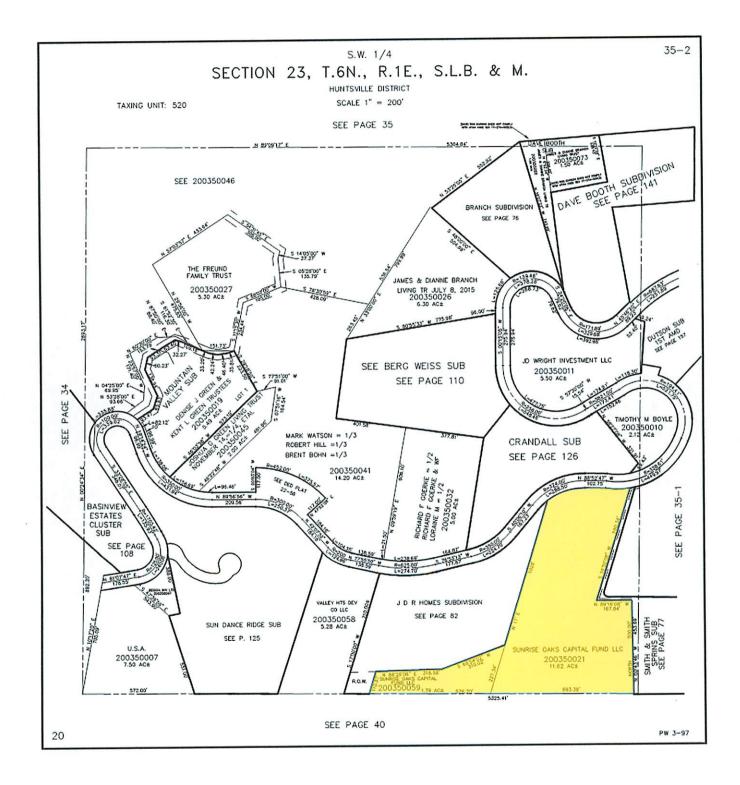
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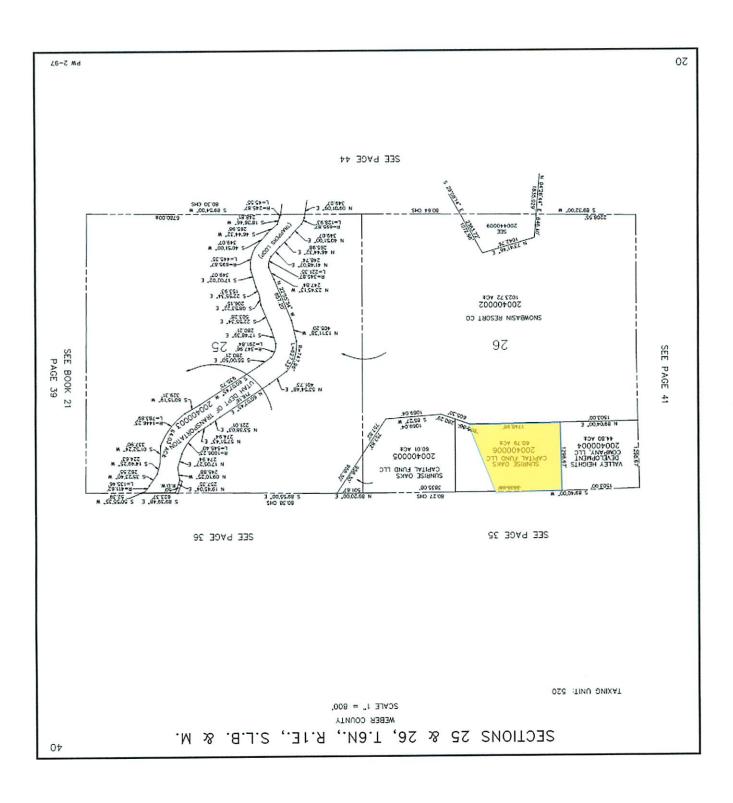
DEVELOPER INFO.













October 5, 2018

Mountain Luxury 2640 N Hwy 162 Suite 3 Eden, UT 84310

RE:

Old Snow Basin Ranch Proposed Subdivision

Wastewater Site and Soils Evaluation #14682 (revised) 5715 N Old Snowbasin Road, Huntsville, UT 84050

Parcel #20-035-0021, 20-035-0059, 20-040-0005, & 20-040-0006

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on June 12, 2018 The exploration pit is located on the enclosed plat developed during the site evaluation along with the assigned numerical code for each exploration pit. The soil horizons, required percolation depths, actual and anticipated maximum ground water tables have been logged as follows:

Exploration Pit #Lot 3 (UTM Zone 12 Nad 83 432574E 4564975N)

loam, granular structure, no mottles (0.5 gpd/sq ft) 0-19"

silt clay loam, granular structure, many mottles red at 31" grey and red at 35" and below, (0.4 19-40"

gpd/sq ft)(e)(h)-Resulting percolation test results 120 minute per inch @ 30 inches

gravely clay loam, weakly blocky structure, 50% fine to medium gravel, many mottles (0.4 40-95"

gpd/sq ft)(e)(h)-Resulting percolation test results 116minute per inch @ 48 inches

Exploration Pit # Lot 4 (UTM Zone 12 Nad 83 0432817E 4564971N)

0 - 17"

loam, granular structure, no mottles (0.5 gpd/sq ft)

clay loam (near loam), blocky structure, no mottles, (0.4 gpd/sq ft)(e)(h) -Resulting 17-75"

percolation test results 13 minute per inch @ 30 inches

Exploration Pit #Lot 5 (UTM Zone 12 Nad 83 0432968E 4564954N)

0 - 28"

loam, granular structure, no mottles (0.5 gpd/sq ft)

28-95"

clay loam (near loam), blocky structure, no mottles, (0.4 gpd/sq ft)(e)(h) -Resulting

percolation test results 10 minute per inch @48 inches

Exploration pits should be backfilled immediately upon completion of percolation testing to prevent a hazardous environment that may cause death or injury to people or animals.

For determination of feasibility for the proposed Old Snow Basin Ranch Subdivision Phase 1 and Phase 2, including five total lots, monitoring of the maximum ground water table is required in the area of the permissible soils. One group of three monitoring wells is required per lot for the proposed lots 2-5. Lot 1 was previously determined to be feasible. Please complete the enclosed application for maximum ground water table monitoring and return it along with the appropriate fees. The wells should be constructed in accordance with the enclosed diagram in order to provide the most accurate water table readings possible.

If you have any further questions, contact this office at your convenience.

Sincerely,

Summer Day, LEHS III, Program Manager

Environmental Health Division

801-399-7160

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org





November 8, 2018

Weber County Planning Commission 2380 Washington Blvd. Ogden, UT 84401

Old Snow Basin Ranch Proposed Subdivision, Lot 2 only RE

5715 N Old Snowbasin Road, Huntsville, UT 84050

Parcel #20-040-0006 Soil Log 14682

### Gentlemen:

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by a private well. The placement of the well is critical so as to provide the required 100 foot protection zone. The well will need to be dug, tested and the water supply approved prior to issuance of a wastewater disposal permit.

An evaluation of the site and soils at the above-referenced address was completed by staff of this office on November 16, 2018. The exploration pit (s) is located at the referenced GPS coordinate and datum. The soil texture and structure, as classified using the USDA system, are as follows:

Exploration Pit #TP lot 1 (UTM Zone 12T, Nad 83, 432307E 4564996N)
0-16" loam, granular, high organic content, no mottling

loam, granular, high organic content, no mottling loam (near clay loam), well defined blocky structure, no mottling 16-38"

38-44" clay loam, blocky structure, some mottling

sandy clay loam, massive structure, mottling not determined, matrix is white, layer may not be horizontally contiguous and is likely found in isolated pockets 44-66"

66-77" clay loam, massive structure

## DESIGN REQUIREMENTS

Lot 2: Documented ground water tables not to exceed 36 inches, fall within the range of acceptability for the utilization of a Packed Bed Media Pretreatment System followed by a drip irrigation disposal system with a maximum depth of 6 inches below original grade as a means of wastewater disposal. The absorption system is to be designed using a maximum loading rate of 0.4 gal/sq. ft. /day as required for a loam (near clay loam), blocky structure soil horizon.

The determination of the system type has been based on the depth of which mottling has been identified thus defining the depth of anticipated ground water. The soil layers located at a depth of 38 inches and below observed during the soil evaluation are high clay, slow moving soil types anticipated to exceed the permissible limit for a onsite wastewater treatment system. The Packed Bed Media pretreatment system followed by a shallow drip irrigation system is permissible with a minimum of 36 inches of suitable soils and a maximum separation distance of 12 inches between bottom of trench or drip line and anticipated ground water.

Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

The following items are required for a formal subdivision review; application, receipt of the appropriate fee, and a full sized copy of the subdivision plats showing the location of exploration pits and percolation tests as well as the documented soil horizons and percolation rates. A subdivision review will not occur until all items are submitted. Mylars submitted for signature without this information will be returned

Each on-site individual wastewater disposal system must be installed in accordance with R317-4, Utah Administrative Code, Individual Wastewater Disposal Systems and Weber-Morgan District Health Department Rules. Final approval will be given only after an on-site inspection of the completed project and prior to the accomplishment of any backfilling.

Please be advised that the conditions of this letter are valid for a period of 18 months. At that time the site will be re-evaluated in relation to rules in effect at that time.

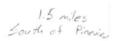
Sincerely,

Summer Day, LEHS Environmental Health Division

801-399-7160

EDUCATE | ENGAGE | EMPOWER

phone: 801-399-7100 | fax: 801-399-7110 | 477 23rd Street, Ogden, UT 84401 | www.webermorganhealth.org



Account No. 71059

Replacement Contract/District 3

### PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE ALLOTMENT OF WATER

Sunrise Oaks Capital Fund LLC (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 3.00 acre-feet of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 23 & 26, Township 6N, Range 1E, Acres 134.21

Tax I.D. No.(s): 20-035-0021, 20-035-0059, 20-040-0005 & 20-040-0006

Description of Lands:

# See Attached "Exhibit A"

APPROVAL BY DISTRICT. In the event that the District grants this petition
by executing the Order on Petition, attached hereto, this instrument shall be a contract between the
Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall
be effective on the date upon which the District enters the Order on Petition.

OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$455.91 per acre-foot of water. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the

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year following the year for which the estimate was made.

- (b) The amount so fixed shall be paid whether or not the Petitioner actually takes or uses the water allotted.
- (c) The first payment of the amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the rules and regulations of the District's Board of Trustees. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied.
- (d) Notwithstanding any of the forgoing, the District shall be entitled to change the charging structure of this Contract, including the amounts charged under this Contract, as determined from time to time by the District's Board of Trustees. The District may, in its sole and absolute discretion, change the billing structure outlined herein, including but not limited to changing that billing structure so that the Petitioner is billed based on the amounts of water used ("bill for use"), such that the District may choose to charge by the unit or gallon delivered or used, and may institute tiers that provide for increasing charges for each such unit based on the total use. As outlined in this Contract, Petitioner is obligated to install appropriate metering and measuring devises. Petitioner agrees that any such meter will satisfy all requirements of the District and will properly measure water usage, which measurement may be used by the District in determining any overuse, as outlined below, and in determining the appropriate charge under any bill for use payment structure adopted by the District under this paragraph.
- 3. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this Contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at a rate of 18% APR.
- 4. REMEDIES IN CASE OF DEFAULT: If the Petitioner shall fail to make any payment due hereunder on or before the due date, or in the event that the petitioner shall violate any of the terms of this Contract, the District may refuse the delivery of water, or upon written notice to Petitioner, cancel this Contract in its entirety, but either or both of these remedies are not exclusive. The District may exercise any other remedy given by this Contract or by law to enforce collection of any payment due hereunder.
- 5. USE OF WATER. The use of the water allotted hereby shall be solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by means of a well for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use or purpose.
- 6. OVERUSE. The amount of water to which the Petitioner is entitled annually shall not exceed the allotted amount as described above. In the event that Petitioner receives water in excess of the allotted amount in any given year, whether intentionally or unintentionally, the Petitioner will be billed for the excess water at a rate or rates fixed from time to time by the Board of Trustees of the District. Payment for use of water in excess of the allotted amount shall be paid within 30 days from notification by the District. Failure to make payment in full by the due date will result in the total amount being levied as a tax lien in future years, and, at the District's sole discretion, in the discontinuation of service until payment in full is received by the District.

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- 7. UTAH STATE ENGINEER. Petitioner's use of the water hereby allotted as replacement water shall be subject to such rules and regulations as the Utah State Engineer may from time to time prescribe. The Petitioner shall not use the allotted water in any way, and the District will not be obligated to deliver water to the Petitioner as herein provided, until Petitioner first receives an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.
- 8. DELIVERY OF WATER. Delivery of the water hereby allotted by the District shall be as directed by the Utah State Engineer or his representative at the outlet works of Pineview Reservoir. The District shall have no obligation to provide works or facilities of any type to conduct the water hereby allotted from its point of delivery to its ultimate place of use.
- 9. WATER SHORTAGE. In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall arise against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom to Petitioner and the payments to the District provided for herein shall not be abated or reduced because of any such shortage or damage. During periods of water shortage, allocations of drinking water for municipal and domestic use and treated and untreated water for industrial use shall have first priority.
- 10. WATER CONSERVATION. The Petitioner shall, at a minimum, take the following actions to conserve and protect water: (i) keep water use within the District's conservation goals (ii) follow all applicable water use restrictions for landscape watering; (iii) follow all applicable landscape ordinances.
- 11. FACILITIES. The Petitioner shall construct, operate and maintain, without cost to the district, the well and appurtenant facilities necessary to secure and accurately measure Petitioner's water supply. The metering or other measuring device installed by Petitioner shall be satisfactory to the Utah State Engineer. The District has no responsibility for the quality or quantity of water that Petitioner is able to secure through the source of Petitioner's well.
- 12. BENEFICIAL USE. The basis, the measure and the limit of the right of the Petitioner in the use of water shall rest perpetually in the beneficial application thereof, and the Petitioner agrees to put the water allotted Petitioner hereby to beneficial use in accordance with law. The Petitioner shall have no right to hold over or accumulate water from year to year, nor to sell or rent the water.
- 13. ACCOUNTING AND WATER SUPPLY RECORDS. The Petitioner shall maintain a set of books and records, satisfactory to the District, which shall keep and furnish suitable records of water supply and the disposition thereof. The Petitioner agrees to provide the above information and documentation to the District upon request, and within 30 days of any such request.
- 14. COMPLIANCE WITH LAW. The Petitioner agrees to fully comply with all applicable federal laws, orders and regulations and the laws of the State of Utah, all as administered by appropriate authorities, concerning the pollution of streams, reservoirs, ground water or water courses with respect to thermal pollution or the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, mineral salts, or other pollutants.

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- 15. INDEMNIFICATION. Petitioner agrees to indemnify, protect, and save and hold the District harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) resulting from any claim for any rights under the Contract or from the non-fulfillment of any covenant or agreement on the part of Petitioner under or relating to this instrument, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.
- 16. NUMBER AND JOINT LIABILITY. In this instrument, the singular number includes the plural and the plural number includes the singular. If this instrument is executed by more than one person, firm, partnership or corporation, the obligations of each such person, firm, partnership or corporation hereunder shall be joint and several.
- 17. NO THIRD-PARTY BENEFICIARIES. Nothing herein shall be interpreted or construed to confer any right or remedy upon, or any duty, standard of care, liability or inference of liability to or with reference to, any person other than the District and the Petitioner and their respective successors and permitted assigns.
- 18. GOVERNING LAW; JURISDICTION. This instrument shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Utah. Petitioner submits to the jurisdiction of the Second Judicial District Court of the State of Utah in any action or proceeding arising out of or relating to this instrument and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Petitioner waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of the District with respect thereto.
- 19. INTERPRETATION. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this instrument. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
- 20. WAIVER. No failure or delay in exercising any right, power or privilege under this instrument, whether intentional or not, shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of a right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

**71059** 1/3//018 4/9

- 21. SUCCESSION AND ASSIGNMENT. The Contract shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. Petitioner may not assign the Contract or any of its rights, interests, or obligations thereunder without the prior written approval of the District.
- 22. FURTHER ACTS. The parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act which may be necessary or proper to carry out the purposes of the Contract.
- 23. INCORPORATION OF RECITALS. The recitals set forth in this instrument are incorporated herein by reference and made a part hereof.
- 24. INTEGRATION. This instrument sets forth the entire understanding of the parties with respect to the subject matter hereof, and all prior negotiations, correspondence, proposals, discussions, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a party, shall be deemed to be merged in and superseded by this instrument and shall be of no further force or effect. There are no representations, warranties, or agreements, whether express or implied, or oral or written, with respect to the subject matter hereof, except as set forth herein, and no party has relied upon any representation, promise, assurance, covenant, omission or agreement not included in the terms hereof in making the decision to enter into this instrument. This instrument may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements among or between the parties.
- 25. AMENDMENTS. This instrument may not be modified, amended or changed by any oral agreement, either express or implied. No amendment, modification or change in this instrument shall be valid or binding unless reduced to writing and signed by both the District and the Petitioner. The provisions of this and the immediately preceding sentence themselves may not be amended or modified, either orally or by conduct, either express or implied, and it is the declared intention of the parties that no provisions of this instrument, including said two sentences, shall be modifiable in any way or manner whatsoever other than through a written document signed by both the District and the Petitioner.
- 26. EXPENSES OF ENFORCEMENT. In any proceeding to enforce, interpret, rescind or terminate this instrument or in pursuing any remedy provided hereunder or by applicable law, the prevailing party shall be entitled to recover from the other party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptey proceeding. For purposes of hereof, the term "prevailing party" shall include, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.
- 27. EFFECTIVE DATE. This Contract shall become effective upon approval hereof by the District, as indicated by its endorsement herein below.
  - 28. REUSE. The reuse of water delivered pursuant to this contract shall not be

**71059** 1/2/7018

allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the District.

29. NOTICE. Any notice herein required to be given to the Petitioner shall be sufficiently given if sent by mail addressed to the Petitioner at the address listed below, or if sent by electronic mail addressed to the Petitioner at the email address listed below, if any such email address is listed, or through public notice, and to the District office if delivered to 2837 East Highway 193, Layton, Utah 84040.

30. AUTHORIZED EXECUTION. The individuals signing below each represent and warrant (i) that they are authorized to execute this instrument for and on behalf of the party for whom they are signing; (ii) that such party shall be bound in all respects hereby; and (iii) that such execution presents no conflict with any other agreement of such party.

**71059**: 1/3/2018



Sunrise Oaks Capital Fund LL c/o Bob Hughes
438 East 200 South

Salt Lake City, UT 84111

Address

ddance@outlook.com

Email Address

801-787-9696

Phone Number

STATE OF Value ) : ss. COUNTY OF Dawls )

On the  $26^{t/2}$  day of 36, 2017, personally appeared before me

the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.



Mary Pellico

(SEAL)

# ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of <u>Sunrise Oaks Capital Fund LLC</u> be granted and an allotment of <u>3.00</u> acrefect of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this 25 day of January, 2018.

WEBER BASIN WATER CONSERVANCY DISTRICT

Kyle R. Stephens, President

ATTEST:

Tage I. Flint Secretary

(SEAL)



71059-1/3/2018

### **EXHIBIT A**

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH,RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNINGAT A POINT 2683.10 FEET SOUTH 88D28'06" WEST ALONG SECTIONLINE AND NORTH 1D31'54" WEST 500 FEET AND SOUTH 88D28'06" WEST 167.84 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 23, RUNNING THENCE NORTH 88D28'06" EAST 167.84 FEET; THENCE SOUTH1D31'54" EAST 500 FEET; THENCE SOUTH 88D28'06" WEST ALONGSOUTH LINE 693.39 FEET THENCE NORTH 17D EAST 1028 FEET TO THESOUTH LINE OF ROAD; THENCE FASTERLY ALONG SAID ROAD TO APOINT NORTH 16D02' EAST 590.3 FEET, MORE OR LESS, FROM THEPOINT OF BEGINNING; THENCE S 16D02' WEST 590.03 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE I EAST, SALT LAKE MERIDIAN, U S SURVEY: BEGINNING ATA POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER WHICHIS SOUTH 88D28'06" WEST ALONG THE SECTION LINE 3953.19FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 23; RUNNINGTHENCE NORTH 88D28'06" EAST 576.70 FEET; THENCE NORTH 17D EAST227.34 FEET, THENCE SOUTH 69D07'56" WEST 312.683 FEET, THENCESOUTH 88D28'06" WEST 318.58 FEET, THENCE SOUTH 17D WEST 110.87FEET TO THIE POINT OF BEGINNING. TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVERTHE FOLLOWING DESCRIBED PARCEL: A PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 NORTH, RANGE I EAST, SALTLAKE MERIDIAN, U S SURVEY: BEGINNING AT A POINT WHICH ISSOUTH 88D28'06" WEST ALONG THE SECTION LINE 4076.49 FEETFROM THE SOUTHEAST CORNER OF SAID SECTION 23; RUNNING THENCENORTH 88D28'06" EAST ALONG SAID SECTION LINE 123.3 FEET; THENCE NORTH 17D EAST 110.87 FEET; THENCE SOUTH 88D28'06" WEST 123.3 FEET, MORE OR LESS, TO THE WEST LINE THEREOF; THENCE SOUTH 17D 110.87 FEET TO THE POINT OF BEGINNING. (ENTRY #1390395 BOOK 1793 PAGE 2054)

PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH 1/20F SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE& MERIDIAN, US SURVEY! BEGINNING AT THE NORTHEAST CORNER OFSAID SECTION 26 AND RUNNING THENCE NORTH 89D20' EAST ALONGSECTION LINE 501.87 FEET, THENCE SOUTH 33D39' WEST 958.30 FEETTO THE SECTION LINE COMMON TO SAID SECTIONS 25 AND 26, THENCESOUTH 33D39' WEST 757.82 FEET, THENCE SOUTH 85D27' WEST1069.04 FEET, THENCE NORTH 70D44' WEST 280.29 FEET, THENCENORTH 1404.7 FEET, MORE OR LESS, TO THE NORTH SECTION LINE OFSAID SECTION 26, THENCE NORTH 89D40' EAST 1779.29 FEET, MOREOR LESS, TO THE POINT OF BEGINNING. TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ONTO ANDOVER THE PROPERTY INCLUDING AN EXCLUSIVE RIGHT OF WAY FORINGRESS AND EGRESS TO AND FROM THE OLD SNOW BASIN ROAD AND ALLAPPLICABLE WATER AND MINERAL RIGHTS AND SHARES. (E# 2525083)

PART OF THE NORTHWEST QUARTER OF SECTION 25 AND THE NORTH Parcel Number 20-040-0006: 1/20F SECTION 26, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE& MERIDIAN, US SURVEY: BEGINNING 1503 FEET EAST OF THENORTHWEST CORNER OF SAID NORTH 1/2 OF SECTION 26, AND RUNNINGTHENCE NORTH 89D20' EAST ALONG THE SECTION LINE 3835.08 FEETTO SECTION CORNER COMMON TO SECTION 23,24,25 AND 26 THENCENORTH 89D20' EAST ALONG SECTION LINE 501.87 FEET, THENCE SOUTH33D39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAIDSECTIONS 25 AND 26, THENCE SOUTH 33D39' WEST 757.82 FEET, THENCE SOUTH 85D27' WEST 1069.04 FEET, THENCE NORTH 70D44'WEST 605.30 FEET, THENCE SOUTH 89D04' WEST 1748.98 FEET,THENCE NORTH 1298.67 FEET TO BEGINNING, EXCEPT THE FOLLOWING: PART OF THE NORTHWEST QUARTER OFSECTION 25 AND THE NORTH 1/2 OF SECTION 26, TOWNSHIP 6 NORTH, RANGE I EAST, SALT LAKE BASE & MERIDIAN, US SURVEYI BEGINNINGAT THE NORTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCENORTH 89D20' EAST ALONG SECTION LINE 501.87 FEET, THENCE SOUTH33D39' WEST 958.30 FEET TO THE SECTION LINE COMMON TO SAIDSECTIONS 25 AND 26, THENCE SOUTH 33D39' WEST 757.82 FEET, THENCE SOUTH 85D27' WEST 1069.04 FEET, THENCE NORTH 70D44'WEST 280.29 FEET, THENCE NORTH 1404.7 FEET, MORE OR LESS, TOTHE NORTH SECTION LINE OF SAID SECTION 26, THENCE NORTH 89D40'EAST 1779.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, TOGETHER WITH ALL RIGHTS OF INGRESS AND EGRESS ONTO ANDOVER THE PROPERTY INCLUDING AN EXCLUSIVE RIGHT OF WAY FORINGRESS AND EGRESS TO AND FROM THE OLD SNOW BASIN ROAD AND ALLAPPLICABLE WATER AND MINERAL RIGHTS AND SHARES. (E# 2525083)

**71059**: 1/3/2018 9/9



# Staff Report for Administrative Approval

Weber County Planning Division

## Synopsis

**Application Information** 

Application Request: Consideration and action for final plat approval of Highlands at Wolf Creek Phase 8 1st

Amendment, consisting of one lot designated as Common Area A.

Type of Decision: Administrative

Agenda Date: Thursday, December 27, 2018

Applicant: Miranda Menzies – Highlands at Wolf Creek Home Owners Association

File Number: UVH071318

**Property Information** 

Approximate Address: 3639 Pineview Court, Eden

Project Area: 5.48 acres

**Zoning:** Ogden Valley Residential Estates Zone (RE-15)

Existing Land Use: Vacant

Proposed Land Use: Common Area for an existing subdivision

Parcel ID: 22-020-0036

Township, Range, Section: T7N, R1E, Section 23 S

Adjacent Land Use

North: Residential South: Residential East: Vacant West: Residential

**Staff Information** 

Report Presenter: Tammy Aydelotte

taydelotte@co.weber.ut.us

801-399-8794

Report Reviewer: RK

# Applicable Ordinances

Title 106, Subdivisions, Chapter 1-8 as applicable

## **Development History**

- Highlands at Wolf Creek Phase 8 was recorded 12/20/2005.
- Application for Highlands at Wolf Creek Phase 8 1st Amendment was submitted 7/13/2018

## **Background and Summary**

The Planning Division recommends final approval of Highlands at Wolf Creek Phase 8 1<sup>st</sup> Amendment 8, including a common area parcel for Phase 8.

The Uniform Land Use Code of Weber County (LUC) §101-1-7 identifies a subdivision amendment as a "Small Subdivision" and can be administratively approved by the Planning Director as long as the amendment consists of five or fewer lots. The proposed subdivision amendment and lot configuration is in conformance with the current zoning and the Zoning Development Agreement Master Plan as well as the applicable subdivision requirements as required in the LUC.

## Analysis

<u>General Plan:</u> The proposal conforms to the Ogden Valley General Plan by encouraging development within the existing resort-related commercial areas.

<u>Zoning:</u> The subject property is located in the Ogden Valley Residential Estates Zone more particularly described as the RE-15 zone. The purpose and intent of the RE-15 zone is identified in the LUC §104-29-1 as:

"The major purpose of the RE-15 and RE-20 Zones is to provide and protect residential development at a low density in a semi-agricultural or rural environment. It is also to provide for certain rural amenities on larger minimum lots, in conjunction with the primary residential nature of the zone."

As part of the subdivision process, the proposal has been reviewed against the current subdivision ordinance in LUC §106, the standards in the RE-15 zone in LUC §104-3 and the approved 2015 Zoning Development Agreement Conceptual Layout to ensure that the regulations and standards have been adhered to. The proposed subdivision is in conformance with county code and the approved conceptual plans that are part of the adopted Zoning Development Agreement. As this amendment is merely adding common area to an existing subdivision, development standards do not apply.

<u>Natural Hazards Areas:</u> The proposed subdivision is located in a Zone "X" as determined by FEMA to be within the 500-year floodplain. Areas designated as Zone "X" are typically areas in which no analysis of flood hazards have been conducted.

<u>Culinary water and sanitary sewage disposal:</u> The purpose of this amendment is to add common area to an existing subdivision, there are no requirements at this time.

<u>Review Agencies:</u> The Weber County Engineering Division, the Weber County Surveyor's Office and Weber Fire District have reviewed and approved the proposal.

Tax clearance: The 2018 property taxes have been paid in full.

<u>Public Notice</u>: The required noticing for the final subdivision plat approval has been mailed to all property owners of record within 500 feet of the subject property regarding the proposed subdivision per noticing requirements outlined in LUC §106-1-6(b).

### Staff Recommendation

Staff recommends final approval of the Highlands at Wolf Creek Phase 8 1<sup>st</sup> Amendment, adding Common Area A to Highlands at Wolf Creek Phase 8 subdivision.

This recommendation for approval is subject to all applicable review agency requirements.

This recommendation is based on the following findings:

- 1. The proposed subdivision amendment conforms to the Ogden Valley General Plan.
- 2. With the recommended conditions, the proposed subdivision amendment complies with all previous approvals and the applicable County ordinances.

# Administrative Approval

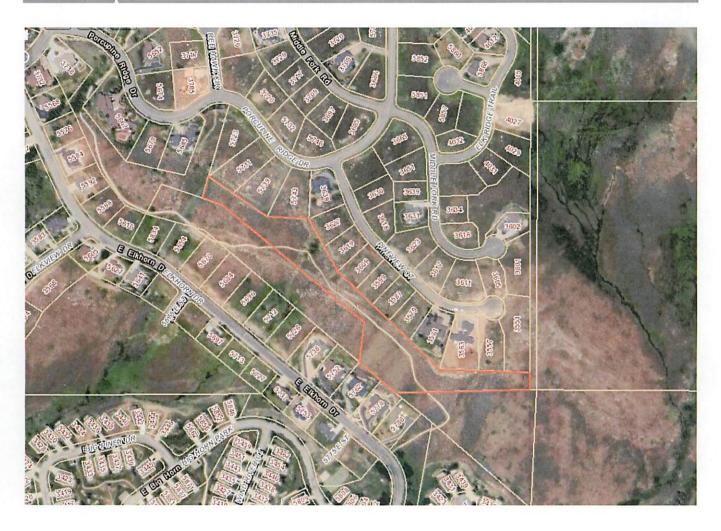
Administrative final approval of Summit Eden Phase 1C Amendment 8 is hereby granted based upon its compliance with the Weber County Land Use Code. This approval is subject to the requirements of applicable review agencies and the conditions of approval listed in this staff report.

Date of Administrative Approval:	
Rick Grover	
Weber County Planning Director	

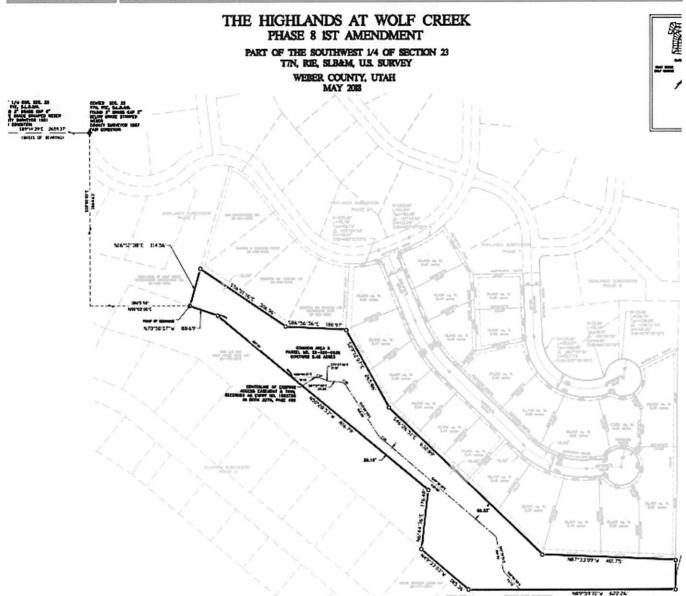
# **Exhibits**

- A. Proposed Highlands at Wolf Creek Phase 8 1st Amendment
- B. Recorded Highlands at Wolf Creek Phase 8 Subdivision Plat

# **Location Map 1**



# Exhibit A – Proposed Amendment



# Exhibit B -Highlands at Wolf Creek Phase 8

