



## OGDEN VALLEY PLANNING COMMISSION

### Ogden Valley Virtual Meeting

June 2, 2020

4:30 p.m.

Join Zoom Meeting

<https://us02web.zoom.us/j/88235414619>

- *Roll Call*
- *Pledge of Allegiance*

#### CONSENT AGENDA

1. CUP 2020-07: Request for approval of a conditional use permit for a public utility substation located at approximately 938 Ogden Canyon.

#### REGULAR AGENDA

1. SPE 2020-02 - Discussion and action on a conceptual sketch plan endorsement request for The Reserve at Crimson Ridge Cluster Subdivision Phases 2 and 3.
2. UVH 101818 - Consideration and action on a request for final approval of Hidden Brook Estates Subdivision, consisting of 9 lots.
3. UVM 122019 - Consideration and action on a request for final approval of Arrowhead Meadow Sub., Phase 1, (formally known as Monstary Cove consisting of nine lots.

#### Adjourn to Work Session

WS1: Discussion regarding a proposed accessory Dwelling Unit Ordinance. *Presenter Tamara Aydelotte*

WS2: Discussion regarding proposed amendment to rezone procedures.

WS3: Discussion regarding the future of the PRUD Ordinance, and possible Master Planned Development Ordinance.

WS4: Discussion about short term rentals in the Ogden Valley and regulatory options.

Adjourn

The regular meeting will be held VIRTUALLY via Zoom Video Conference. Please access this VIRTUAL meeting by navigating to the following weblink in a web browser: Join Zoom Meeting <https://us02web.zoom.us/j/88235414619>

A Pre-Meeting will also be held VIRTUALLY through the same weblink listed above at 4:30 p.m. The agenda for the pre-meeting consists of discussion of the same items listed above, on the agenda for the meeting.

No decisions are made in the pre-meeting, but it is an open, public meeting.

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



## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** Request for approval of a conditional use permit for a public utility substation located at approximately 938 Ogden Canyon.

**Application Type:** Administrative

**File Number:** CUP 2020-07

**Applicant:** Ogden City

**Agenda Date:** Tuesday, June 2, 2020

**Approximate Address:** 938 Ogden Canyon

**Project Area:** 0.50 acres

**Zoning:** F-40

**Existing Land Use:** Public Utility Substation

**Proposed Land Use:** Public Utility Substation

**Parcel ID:** N/A

**Township, Range, Section:** Township 6 North, Range 1 East, Section 16 SE

#### Adjacent Land Use

**North:** Forest, Residential

**East:** Forest

**South:** Forest

**West:** Forest

#### Staff Information

**Report Presenter:** Steve Burton  
[sburton@webercountyutah.gov](mailto:sburton@webercountyutah.gov)  
801-399-8766

**Report Reviewer:** RG

### Applicable Ordinances

- Weber County Land Use Code Title 104 Chapter 9 (F-40 Zone)
- Weber County Land Use Code Title 108 Chapter 4 (Conditional Uses)
- Weber County Land Use Code Title 108 Chapter 10 (Public Utility Substations)
- Weber County Land Use Code Title 108 Chapter 2 (Ogden Valley Architectural, Landscape, and Screening Standards)
- Weber County Land Use Code Title 108 Chapter 1 (Design Review)

### Background and Summary

Ogden City is requesting a conditional use permit approval to replace an existing structure used to divert stream water for culinary treatment and use. The project is located within the Wheeler Creek stream boundaries and will include a CMU block building (12' x 20'), electrical service, and an access road to the site. The proposal has demonstrated that the operation will comply with the applicable regulations, with reasonable conditions imposed.

The application is being processed as an administrative review due to the approval procedures in Uniform Land Use Code of Weber County, Utah (LUC) §108-1-2 which requires the planning commission to review and approve applications for conditional use permits and design reviews.

## Analysis

General Plan: As a conditional use, this operation is allowed in the F-40 Zone. With the establishment of appropriate conditions as determined by the Planning Commission, this operation will not negatively impact any of the goals and policies of the General Plan.

Zoning: The subject property is located within the Forest (F-40) Zone. The purpose of the F-40 Zone can be further described in LUC §104-9 as follows:

- 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 the 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 camp sites.*

The following setbacks apply, as stated in the F-40 zone:

Front: 75 feet

Side: 40 feet

Rear: 30 feet

The proposed structures will be approximately 40 feet to the Wheeler Creek Trail. Under the site development standards for a public utility substation, the proposal may be allowed to be no closer than 10 feet to a front property line that does not directly front on a public street right-of-way. Due to this allowance from the ordinance, the proposed 40 foot setback to the front property line is acceptable. The structure falls well within the minimum side and rear yard setbacks of the F-40 zone.

Conditional Use Review: A review process has been outlined in LUC §108-4-3 to ensure compliance with the applicable ordinances and to mitigate anticipated detrimental effects. Thus far, the applicant has received approval from the County Engineering Division, for the proposal.

The following is an analysis of the proposal reviewed against the conditional use standards:

- (1) *Standards relating to safety for persons and property.* The proposal is not anticipated or expected to negatively impact this property, surrounding properties, or persons. The applicant's narrative explains that the existing trail system will remain intact after construction, which will begin after August 1<sup>st</sup> of 2020. The project is anticipated to be complete by the end of the year.
- (2) *Standards relating to infrastructure, amenities, and services:* The proposal is not anticipated or expected to negatively impact any existing infrastructure, amenities, or services in the area.
- (3) *Standards relating to the environment.* The proposal is not anticipated or expected to negatively impact the environment.
- (4) *Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan.* The proposal is not anticipated to negatively impact the surrounding area, nor is it contrary to the recommendations of the general plan.



**Design Review:** The F-40 zone and the proposed conditional use mandate a design review as outlined in LUC §108-1 to ensure that the general design, layout and appearance of the building remains orderly and harmonious with the surrounding neighborhood. The matters for consideration are as follows:

**Considerations relating to traffic safety and traffic congestion.** The proposal includes a site plan that identifies an access road off of the Wheeler Creek trail. Neither traffic safety hazards nor traffic congestion are anticipated given the minimal site visitations to such substations.

**Considerations relating to landscaping.** The site consists of natural landscaping that meets the requirements outlined in the Architectural, Landscape, and Screening Design Standards (108-2).

**Considerations relating to buildings and site layout.** The building elevations are included as exhibit C. The materials will include split faced CMU brick and metal siding and roof. The colors of the proposed building are required to be muted earth tones to blend in with the natural environment.

## Staff Recommendation

Staff recommends approval of this conditional use application subject to the applicant meeting the review agency requirements and the following conditions:

1. The colors of the proposed building are required to be muted earth tones to blend in with the natural environment.
2. Any outdoor lighting must meet the Ogden Valley Outdoor Lighting Ordinance (108-16).

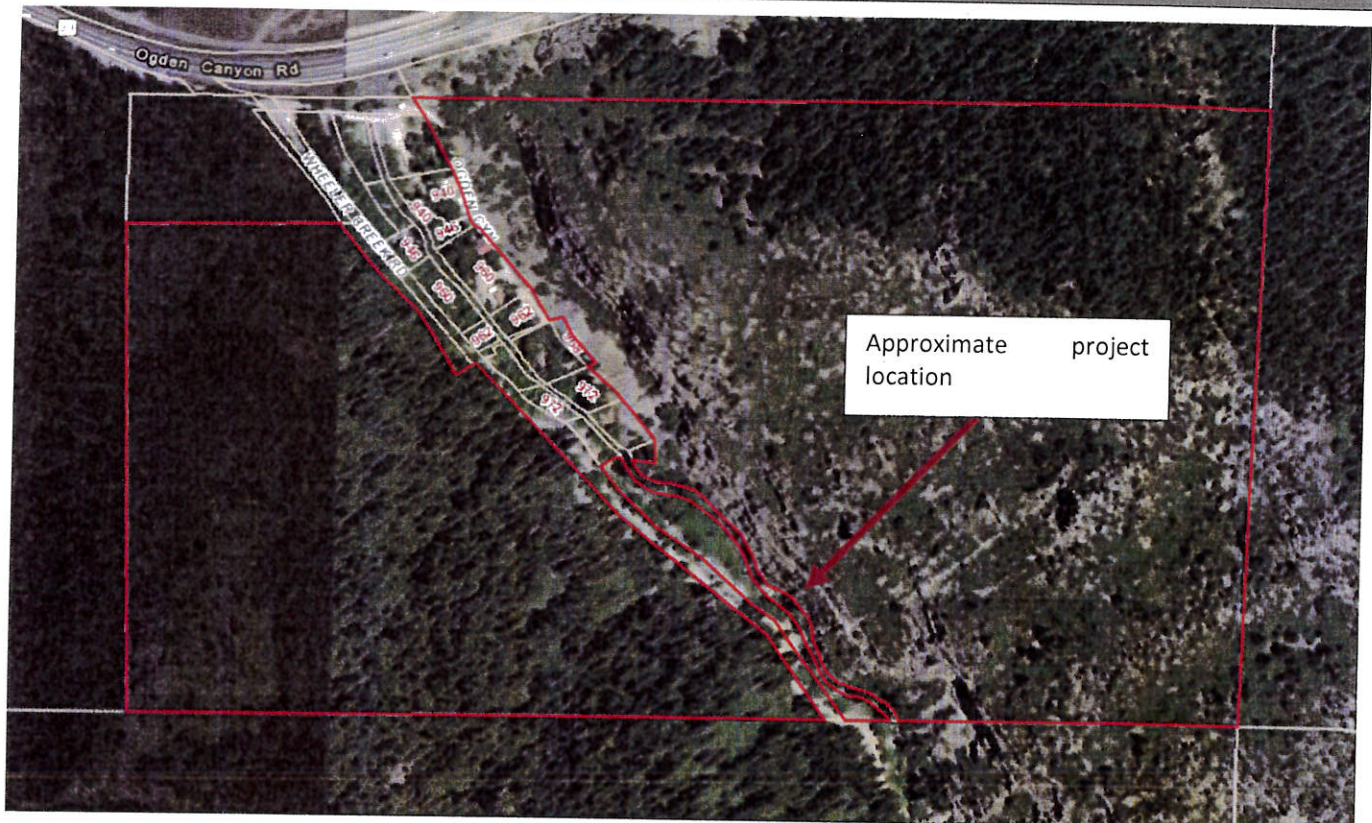
This recommendation is based on the following findings:

- The proposed use is allowed in the F-40 Zone and meets the appropriate site development standards.
- The criteria for issuance of a conditional use permit have been met because mitigation of potential detrimental effects can be accomplished.

## Exhibits

- A. Project Narrative
- B. Site Plan
- C. Building Elevations

## Map 1







## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

Application Request: Discussion and action on a conceptual sketch plan endorsement request for The Reserve at Crimson Ridge Cluster Subdivision Phases 2 and 3.

Type of Decision: Administrative

Agenda Date: Tuesday, June 02, 2020

Applicant: Steve Fenton and Kevin Deppe

File Number: [SPE-2019-20SPE 02-2020](#)

Approximate Address: 1250 N 5200 E

Project Area: 136.22 acres

Zoning: Forest Valley (FV-3)

Existing Land Use: Open Space

Proposed Land Use: Residential/ Open Space

Parcel ID: 20-005-0021

Township, Range, Section: T6N, R1E, Section 3

#### Adjacent Land Use

North: Residential

East: [Pineview Reservoir](#)

South: Residential

West: Forest

#### Staff Information

Report Presenter: Felix Lleverino  
fleverino@co.weber.ut.us  
801-399-8767

Report Reviewer: SB

### Applicable Ordinances

- Title 101, Chapter 1 General Provisions, Section 7, Definitions
- Title 104, Chapter 14 Forest Valley Zone (FV-3)
- Title 108, Chapter 3 Cluster Subdivisions

### Summary

This is a request for approval of a conceptual sketch plan for a 40-lot cluster development. The Planning Commission, is acting a advisory committee to provide input on design, efficiency, and open space preservation. Endorsement from the planning commission is only a means to assist in the creation of a complete subdivision application and shall not create any vested right except the right to apply for preliminary subdivision review. This plan includes open space parcels for areas on the hillside and areas buffering the stream corridor. The total project area amounts to 136.22-acres. The stream and stream corridor set-back area encompassed an area of 7.61 acres. The applicant is proposing to preserve 68 percent open space, meeting the required minimum open space preservation for the FV-3 Zone as outlined in LUC §108-3-5. This report includes the vicinity map, the concept plan, a contour map, and the application with narrative. This subdivision will be required to provide some connectivity to adjacent properties, as required by the subdivision code. The road connectivity plan will be reviewed at the time a preliminary subdivision application is submitted.

Commented [B1]: Will you reference what the minimum requirement is?

Area Map









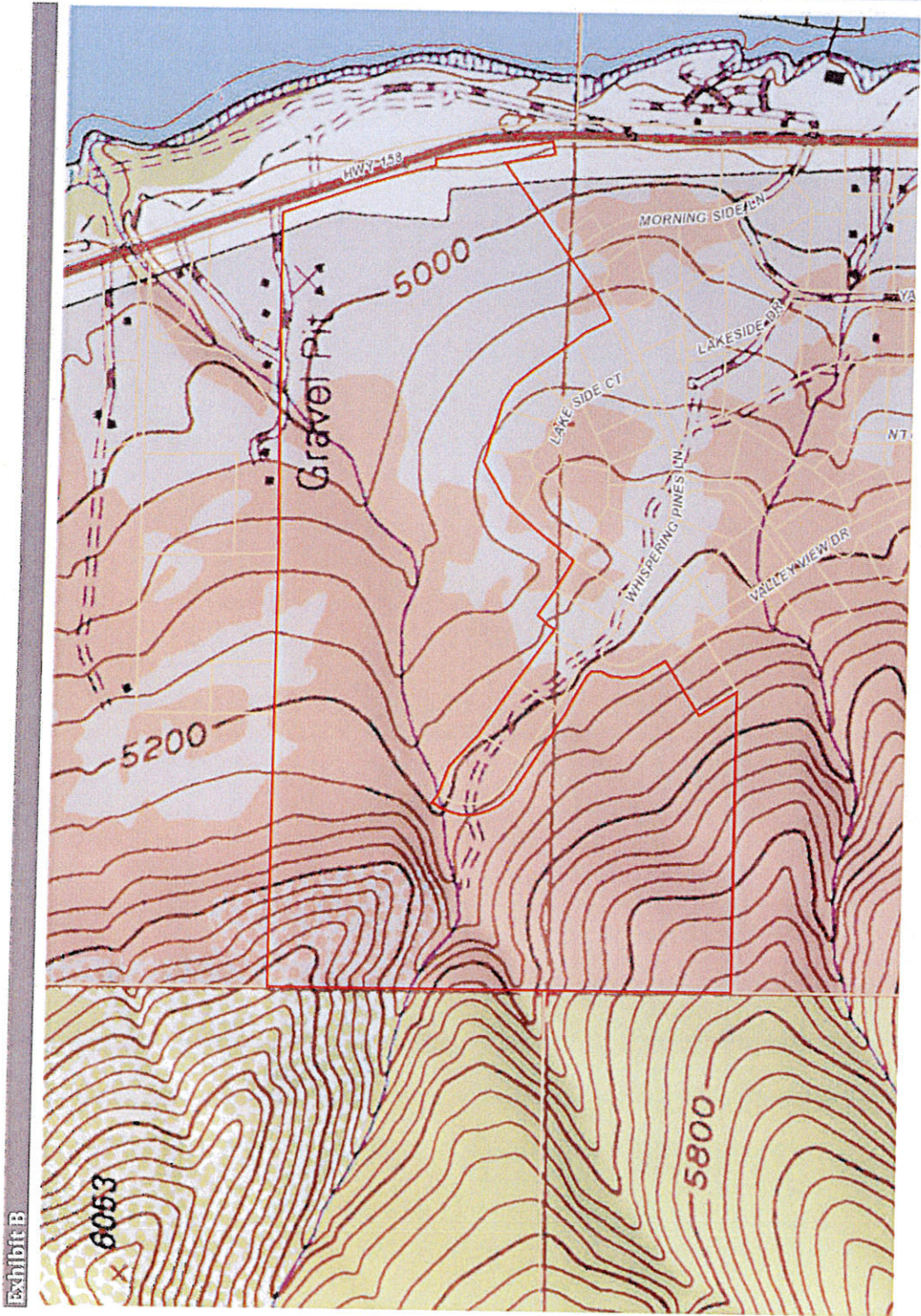
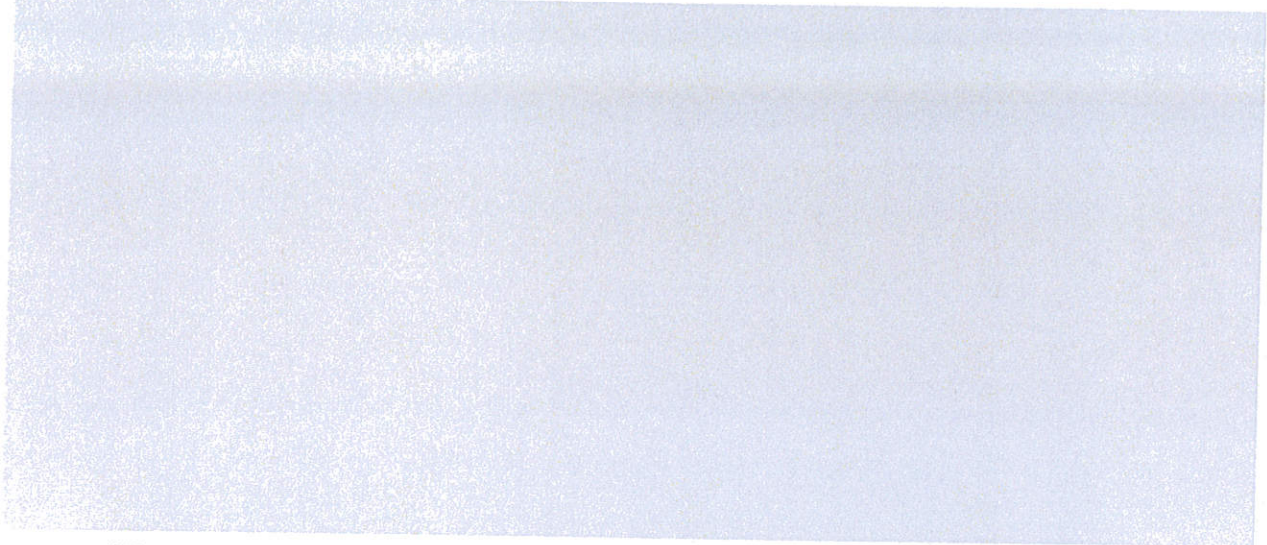
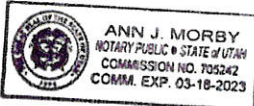
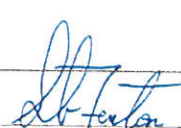


Exhibit B



SPE 02-2020

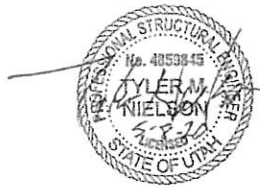
Weber County Cluster Subdivision Sketch Plan Endorsement Application			
Application submittals will be accepted by appointment only, (801) 399-8791, 2380 Washington Blvd, Suite 240, Ogden, UT 84401			
Agenda Date June 2nd 2020	Parcel Number(s) 200050021	Zoning RV-3	Project Acreage 139.22 AC
<b>Applicant Contact Information</b>			
Name of Property Owner or Authorized Representative Steve Fenton and Kevin Deppa		Staff Member Providing Consultation Steve Burton	
Email Address: Crimsonridgeutah.steven@gmail.com Crimsonridgeutah.kevin@gmail.com			
Project Address 1250 North 5200 East, Ogden Valley			
<b>Project Information</b>			
Approximate No. of Lots (Not including Bonus Lots) 40	Approximate Length and Width of Proposed Road Right of Way 5,981 LF, 50' Right of Way		
Approximate No. of Bonus Lots (that may be requested at preliminary phase) 0	Approximate Road Area 190,109 SF (4.36 AC) Road, Right of Way = 310,018 SF (7.11 AC)		
Approximate No. of Total Lots (including Bonus Lots) 40	Approximate Open Space Area 3,611,113 SF (82.90 AC)		
Average Lot Size or Range of Lot Sizes Average lot size = 1.11 Acre, (Lots range from 3.14 to 0.211 Acre)	Existing Adjacent Land Uses (Example from neighborhood, etc.) N: residential S: residential E: US forest service W: USFS		
<b>Applicant Narrative (including plans related to proposed use(s) and improvements within open space parcels)</b>			
<p>Please explain your request.</p> <p>Open space parcels are to be preserved as natural vegetation areas for the upper eastern portion of this development and areas adjacent to the ephemeral stream. The lower portion open space will have underground piping for the sewer drain field and trench field expansion connected to the existing trench field within the existing open space from the initial development. New storm water detention ponds will also be located within open space areas as shown on the plans and as required for storm drainage required volumes. Additional detention pond volume just to the north of the existing detention pond will be expanded to control storm water runoff within Lot 205 and Slt-158). The disturbed land areas requiring the installation of piping and storm drain detention ponds will be reseeded with a native seed mix to re-establish a natural looking appearance. An additional water tank will also be added to the development within the common area. These open space areas will be green spaces for the development. See sheet C1 showing site overall Utility Plan depicting locations.</p>			
 <p>ANN J. MORBY NOTARY PUBLIC • STATE OF UTAH COMMISSION NO. 705242 COMM. EXP. 03-18-2023</p> <p><i>Ann J. Morby</i> 5.8.2020</p>			
 Signature			
I certify that I am signing this application form as the owner or authorized representative of the subject property and that all information submitted is true and correct to the best of my knowledge. Further, I understand and acknowledge that a sketch plan endorsement from the Planning Commission does not constitute a subdivision approval and does not vest or grant entitlements beyond those that currently exist under current zoning.			

Engineering Statements regarding section 106-1-5 Preliminary Plan / Plat Requirements and Approval Procedure:

(8) Road connectivity plan showing how future roads can connect to provide circulation to future neighborhoods.

Currently all properties that border us on the north side have an access from 1450 North. The property on the north that is furthest west has an access further north from SR-158 and the portion that is adjacent to developer's property is very steep and heavily vegetated and is not developable.

(11) Regarding the width and type of the proposed pavement, we are matching the existing pavement width for phase 1 of Crimson Ridge along Whispering Pines Lane with a 50 foot right of way. It was also discussed by the county engineer in the preapplication meeting that due to the steepness of the existing terrain that the 50' right of way section seemed appropriate so that the cuts and fills for the side slopes could be minimized. See sheet PP1 for proposed roadway section and associated plan and profiles. It is proposed that the trail be 9.5' wide to keep the trail within the 50' right of way width.







## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** Consideration and action on a request for final approval of Hidden Brook Estates Subdivision, consisting of 9 lots.  
**Type of Decision:** Administrative  
**Agenda Date:** Tuesday, June 02, 2020  
**Applicant:** Brandon Janis  
**File Number:** UVH101818

#### Property Information

**Approximate Address:** 2050 N Big Sky Drive, Liberty  
**Project Area:** 27.8 acres  
**Zoning:** Forest Valley (FV-3)  
**Existing Land Use:** Forest  
**Proposed Land Use:** Residential Subdivision  
**Parcel ID:** 22-040-0024, 22-040-0023  
**Township, Range, Section:** T7N, R1E, Section 33

#### Adjacent Land Use

<b>North:</b>	Residential	<b>South:</b>	Forest
<b>East:</b>	Forest	<b>West:</b>	Forest

#### Staff Information

**Report Presenter:** Felix Lleverino  
fleverino@co.weber.ut.us  
801-399-8767  
**Report Reviewer:** SB

### Applicable Ordinances

- Title 101 (General Provisions) 1-7 (Definitions)
- Title 104 (Zones) Chapter 14 (Forest Valley 3 Zone)
- Title 104 (Zones) Chapter 28 (Ogden Valley Sensitive Lands Overlay District)
- Title 106 (Subdivisions)
- Title 108 (Standards) Chapter 22 (Natural Hazard Areas)

### Development History

On August 27, 2019 this proposal was granted preliminary approval by the Ogden Valley Planning Commission based on the following conditions:

1. The developer will create a Home Owner's Association in accordance with section 106-2-6 of the land use code.
2. The developer will obtain a written agreement from Big Sky Estates #1 and #2 HOA.
3. A note added to the plat stating that any development of the subdivision must comply with all recommendations outlined in the geologic hazards report. The note will specify the company that prepared the report and will specify the project numbers.

### Background

The applicant is requesting final approval for Hidden Creek Estates, a nine-lot subdivision that will have sole access from 2050 N Street. In order to access this Hidden Brook Estates it is necessary to drive through the Big Sky Subdivision, which was built as mountainous summer home subdivision with private roads. The Big Sky Drive right of way is 50' feet wide with an improved surface that measures roughly 20' wide. The private right-of-way within Hidden Creek is planned to be 50' wide with a 25' improved surface that will provide access to eight of the nine lots and will stub to adjacent property to the East. Lot nine of

Hidden Creek Estates is planned to front on Big Sky Drive. The developer has secured rights to access through Big Sky Estates 1 and 2 via a Settlement Agreement E#2974550. A Maintenance Agreement to keep the stretch of roadway through Big Sky Drive #1 in good repair is signed by the Hidden Brook Developer and the President of Big Sky HOA #1. Hidden Creek is under contract to contribute some funds to the Big Sky HOA #2 for maintenance and future repairs. Subdivisions in mountainous areas are appropriate for private roads. The developer is required to construct the road to a County standard for a private road. The road improvements will extend from the intersection of 2050 North Street and Big Sky Drive to a turnaround area that stubs to the adjacent property to the east.

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**

General Plan: This proposal is in conformity with the Ogden Valley General Plan (OVGP) by encouraging low-density development that preserves open space (see page 21 of the 2016 OVGP).

Zoning: The property is located in the FV-3 Zone. The purpose of this zone is stated in the LUC §104-14-1.

*"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."*

Site Development Standards: The site development standards for the FV-3 zone are as follows:

Minimum lot width: 150 feet

Minimum lot area: 3 acres

Each lot within Hidden Brook Estates conforms to these standards.

Natural Hazards: This proposal includes two separate Geologic Hazard Evaluations that have been prepared by Western Geologic, one that evaluates lots 1-8 that is dated October 4, 2018, and the other that evaluates lot 9 is dated October 8, 2018. Page 12 of the Geologic Hazard Assessment shows a table that was created as a conservative assessment for the entire site and risks that may vary in some areas. Earthquake ground shaking, and Landslides and slope failures have the hazard rating of "High" while problem soils have a hazard rating of "Moderate". For this reason, the geologist has requested that a project geotechnical engineer perform an evaluation and set the parameters as needed. Following the recommendations stated in the Geologic Study, areas within the Qms geologic unit must be shown the plat and a note be placed on the plat stating the further subsurface exploration is required.

Building Site: The encumbrances that exist within the development are the stream corridor and the Qms (landslide) area. The geologic encumbrance within lots 5, 7, and 8 may be overcome by further subsurface exploration.

Flood Zone: This parcel is within an area of minimal flood hazard and determined to be outside the 500-year flood level.

Sensitive Lands: Exhibit C indicates the presence of a natural year-round stream that requires a 75-foot setback from the high water mark. Page 17 of the Geologic Hazard Assessment titled WAJ Enterprises Property Dated October 4<sup>th</sup> 2018 states "No homes or septic systems be located within 30 feet of the landslide area without additional subsurface exploration." The project geologist will make recommendations on what type of study is appropriate.

Culinary Water: Nordic Mountain Water has provided a feasibility correspondence stating that water is available to service this development on the condition that Mr. Janis upgrades the line from the intersection of Panorama Circle and Big Sky Drive to the point of entry to this subdivision (see Exhibit B). A will serve letter will be required prior to final approval being scheduled with the Planning Commission.

Secondary Water: Nordic Mountain Water will provide water for irrigation uses to this development.

Sanitary System: Weber-Morgan Health Department has provided a feasibility letter for all nine lots.

Review Agencies: The Weber County Fire District has approved this proposal with conditions related to fire suppression and turn-around areas for emergency vehicles. Weber County Planning, Engineering and Surveying Departments have submitted reviews that will need to be addressed by a revised subdivision plat, construction drawings, and agreements that the developer will enter into prior to recording the final Mylar.



## **Staff Recommendation**

Staff recommends preliminary approval of Hidden Brook Estates Subdivision, consisting of 9 lots. This recommendation is based on the following conditions:

1. The developer will create a Home Owner's Association in accordance with section 106-2-6 of the land use code.
2. A note shall be added to the plat stating:
  - That all reports are available for public review,
  - The company name, date and project numbers, and
  - That further studies are needed for Qms landslide areas.
3. Prior to going before the County Commission, all improvements shall be complete or an escrow account created for the remaining improvements.

This recommendation is based on the following findings:

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

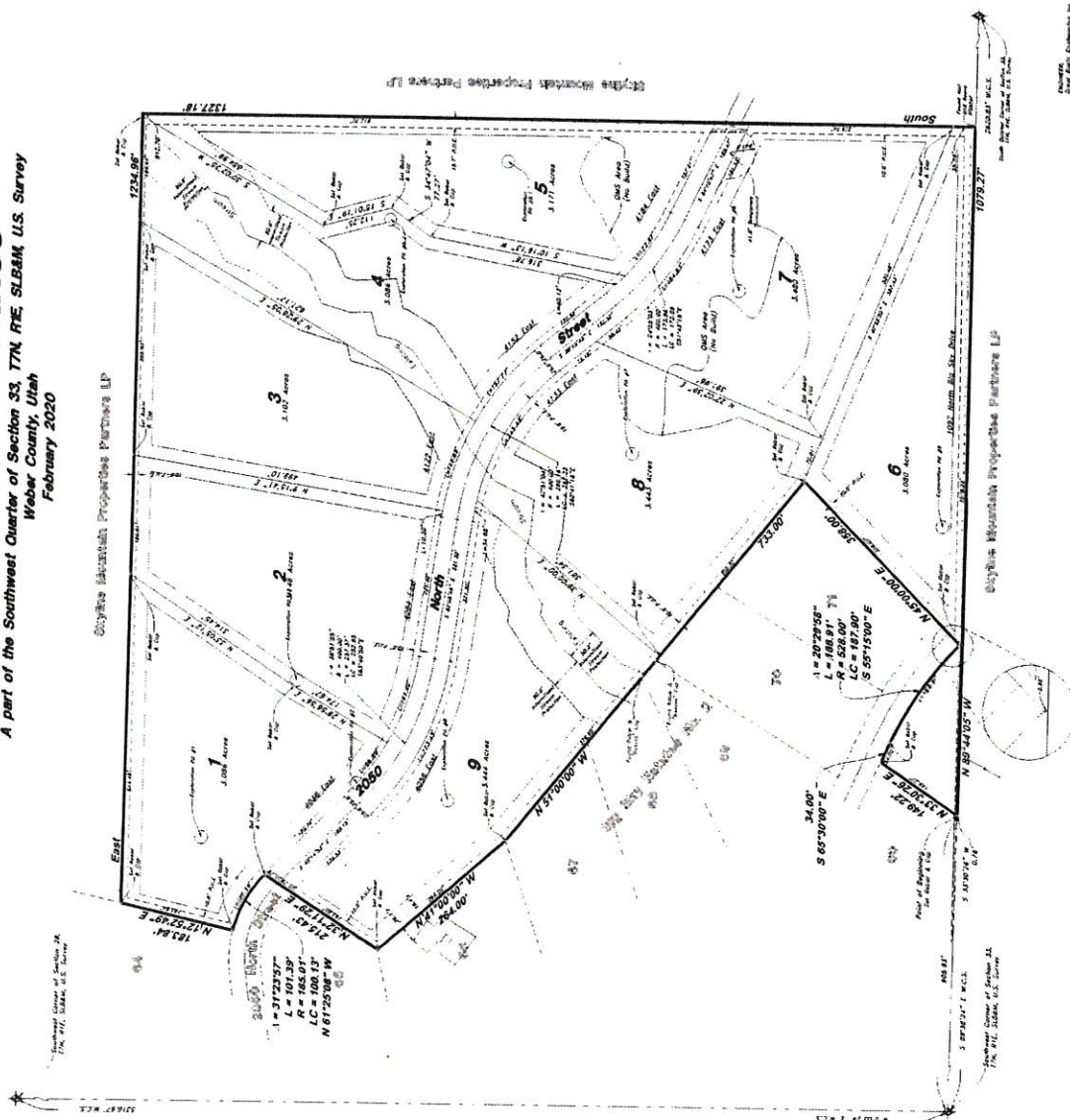
## **Exhibits**

- A. Hidden Creek Estates Subdivision Plat
- B. Maintenance Agreement
- C. Map showing adjacent developments





A part of the Southwest Quarter of Section 33, T7N, R7E, SLB&M, U.S. Survey  
Weber County, Utah  
February 2020



**Legend**

- ➊ Monument to be set
- ➋ Found Centennial Monument
- ➌ Rail Road Line
- ➍ Non-Railroad Line
- ➎ Public Utility Easement
- ➏ 1882 Easement
- ➐ Fence
- ➑ Buildable Area
- ➒ Set back 5' Tack
- ➓ Set back 10' to Eave
- ➔ Extension of Property
- ➕ Set 3/8" x 24" long
- ➖ Anchor & Cap w/ Lath

## NOTES

1. 10' wide Public Utility Easement as indicated by dashed lines, except as otherwise shown.
2. Stream Protection Easement is 50.0' wide of the Centerline of the Stream, as determined and witnessed on the ground.
3. Developer and Contractor to follow recommendations outlined in Geotechnical Surveyed by Childrens Geotechnical.
4. No building shall be permitted within the 50' Stream Easement.

[illegible]

1. <https://www.youtube.com/watch?v=7272309>



Agreement  
Between Big Sky #1 Improvement Association  
And  
Hidden Brook Estates

Part 1 The Parties

**The Parties**

This agreement is between the Big Sky #1 Improvement Association, a nonprofit corporation pursuant to the Utah Revised Nonprofit Corporation Act (hereby known as the OWNER) and Hidden Brook Estates Homeowners' Association (hereby known as the USER). Contact information is as follows:

OWNER: Cheryl D. Allen, President of Big Sky #1 Improvement Association, P.O. Box 960, Eden, UT 84310

USER: Brandon Janis, General Manager of Nordic Valley Partners, LLC, 562 S 1100 W, Farmington, UT 84025

**Purpose of Agreement**

The purpose of this agreement to ensure the private roadway stretch of Big Sky Road from the county road to edge of property line of Lot 39 (see Attachment 1) remains at the state of repair/usability (or better) as it is as of the date of this contract for the common use of the parties and that USER pays an equitable share for maintenance/upkeep and improvements.

**Part 2 Defining the Terms**

**Dates of Agreement:**

This agreement begins as of the date of signature and continues for 200 years and is renewed at 10-year intervals thereafter. This agreement may be amended by mutual agreement of the parties.

**Termination Provision**

Should the USER no longer need use of the OWNER's road for whatever reason, the USER may terminate this agreement with 10 days written notice to the OWNER, however no USER payments shall be reimbursed.

**Performance of the Parties**

The OWNER:

The OWNER agrees to allow the USER open and unobstructed access to the private roadway shown on Attachment 1. As a part of this access the OWNER will contract with all 3rd parties necessary for road maintenance and snow removal.

The USER:

**Road Maintenance**

The USER's lots shall pay the same yearly road maintenance fee assessed to the OWNER's lots. The 2019 road maintenance fee was \$10/mo. for the OWNER's lots, so the 2020 road maintenance fee will be \$10/month for each lot to start, for the USER. Should the rate be raised in later years, the USER's share will be raised accordingly.

**Snow Removal**

The USER's lots shall pay the same snow removal fee assessed to the OWNER's lots in the same manner. The OWNER's lots 2019/20 snow removal fee was \$0 for empty lots, \$100 for lots with buildings on them (but not accessed more than a couple of times a winter), and all others \$250. Until building starts the USER will pay nothing for snow removal. Once ground is broken and access is required, the snow removal fees will be assessed. Should the rate be raised in later years, the USER's share will be raised accordingly.

**Damage**

The USER shall accept responsibility for all damage to the roadway due to any and all construction by any USER lot owner. The OWNER shall be entitled to make a claim against the USER and the individual USER lot owner.

**Indemnification**

The USER shall indemnify and hold the OWNER, its Association board of directors and all lot owners harmless from and against all claims, losses, costs and damages, including but not limited to attorneys' fees, pertaining to the use of the OWNER's roadway, property and improvements by User, including personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom. This indemnification agreement is binding on the USER, and all of its Lot owners to the fullest extent permitted by law, regardless of whether any or all of the persons and entities indemnified hereunder are responsible in part for the claims, damages, losses or expenses for which the USER or its Contractors is obligated to provide indemnification. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons and entities described herein with respect to indemnity.

**Insurance**

The USER shall obtain and maintain a \$1M liability insurance policy to cover all liability for use of the OWNER's roadway and name the OWNER as an insured and provide it with a copy of the policy with notice of renewal and cancellation given to OWNER directly by the insurance company.

**Additional Condition**

The USER shall pay for 1/3 cost to "chip seal" roadway (depicted in Attachment 1). This requirement begins immediately on signature of this agreement and runs for the life of the agreement. The expected life of a "chip seal" is 8-10 years and the "chip seal" will use the Public Works Standards and Technical Specification for Weber County, UT, Section 1.3. as a guide for the work.

### Part 3 Breach of Contract

#### What constitutes breach

For OWNER: Failure to allow USER open and unobstructed access to the private roadway, unless USER is in default of this agreement.

For USER: Failure to pay road maintenance fees and snow removal fees as assessed by OWNER within one calendar month after due date. Failure to pay for damage to private roadway by any USER lot owner, within a timeframe agreed on by OWNER. Failure to contract and pay for "chip seal" within the required time period to the Public Works Standards and Technical Specification for Weber County, UT, Section 1.3.

#### Enforcement

This agreement shall benefit and burden all lot owners of USER. OWNER has the right to seek enforcement against USER and/or any USER lot owners. This agreement will be recorded and run with title for all USER lot owners. If the USER is dissolved or insolvent the burdens of this agreement shall be distributed jointly and severally against all USER lot owners.

#### Exception:

Force Majeure. Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the non performing Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

#### Remedies for Breach

In the event a dispute arises the aggrieved party may only sue for the actual amount of the disputed issue plus the attorney's fees and court costs. If OWNER has to expend funds to rectify damage done by the USER, USER shall pay interest at the rate of 10% per annum on the required funds until USER pays the required funds. Neither party shall be entitled to consequential damages due to a default. Should the USER not pay road maintenance fees, snow removal fees, damages, or to "chip seal" the OWNER could sue for the exact amount of monies owed, plus attorney's fees and court costs. But, not for "damages" caused by User not complying with terms of agreement. If USER fails to pay for any money damages the OWNER may file a lien against the USER and any Lot Owner who is deemed in default.



How Disputes will be resolved

This agreement falls under Utah Code, Title 15. All disputes shall be required to use alternate dispute resolution using Rule 101 before suing in court.

In Witness Whereof, the parties have caused this Road Maintenance Agreement to be executed by their duly authorized representatives.

**Big Sky #1 Improvement Association**

By: CP Allen

Date: Apr 24 2020

Name: Cheryl Allen

Title: President

Address: P.O. Box 960, Eden, UT 84310

**Hidden Brook Estates Homeowners' Association**

By: Brandon Janis

Date: Apr 24 2020

Name: Brandon Janis

Title: General Manager

Address: 562 South 1100 West, Farmington, UT 84025

22 23 24  
PART OF THE WEST 1/2 SEC. 33 T7N. R1E. S1B4M U.S. SURVEY  
IN WEBER COUNTY, UTAH  
(SUMMER HOME SUBDIVISION)  
JUNE 1965

How can we

Note: All streets are private streets  
not public thoroughfares.

NOTE: All easements 17' wide for public utilities, 20' wide for natural drainage channels.

Scale  $r = 100$ 

**—Notes to Purchasers of Summer Home Publications:**—  
This advertisement has been approved in accordance with the Summer Home Publications provisions of the Federal Trade Commission of "Better Buying" which places the responsibility for the purchase of a product upon the seller and not upon the buyer's agent and requires a national system to each of the state in the advertisement.

458811 178857

FILED AND RETURNED FOR  
Helen A. H. H. H. Co.  
NOV 14 AM 9:41  
Box 15, Plains, Mo.  
RUTH EAMES OLSEN  
WATER COURT WASHINGTON  
D.C. 20540

SHEET 2 of 2

15-15

15 - 15

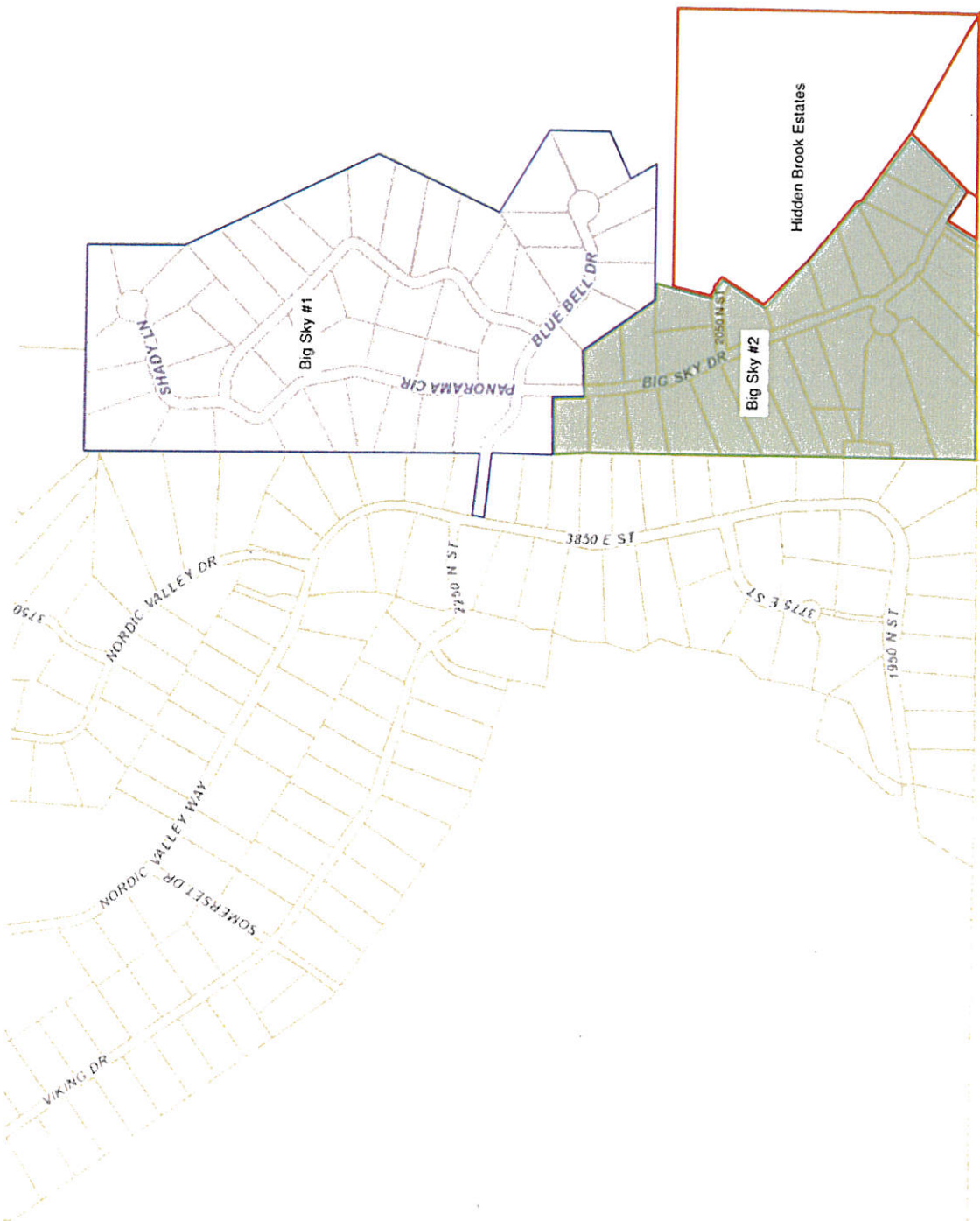
CP all

Apr 24 2020

Brandon Janis

Apr 24 2020











## Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** Consideration and action on a request for final approval of Arrowhead Meadow Subdivision Phase 1, formerly known as Monastery Cove Phase 2, consisting of nine lots.

**Type of Decision:** Administrative

**Agenda Date:** Tuesday, June 02, 2020

**Applicant:** Curtis Hyde

**File Number:** UVM 122019, AAE 2019-09

#### Property Information

**Approximate Address:** 9400 E Artist Way

**Project Area:** 33.24

**Zoning:** Forest Valley (FV-3)

**Existing Land Use:** Grassland

**Proposed Land Use:** Residential Subdivision

**Parcel ID:** 21-037-0014, 21-037-0032

**Township, Range, Section:** T6N, R2E, Section 28

#### Adjacent Land Use

**North:** Residential

**East:** Grassland

**South:** Grassland

**West:** Grassland

#### Staff Information

**Report Presenter:** Felix Lleverino  
flleverino@co.weber.ut.us  
801-399-8767

**Report Reviewer:** SB

### Applicable Ordinances

- Title 101 (General Provisions) 1-7 (Definitions)
- Title 104 (Zones) Chapter 14 (Forest Valley 3 Zone)
- Title 104 (Zones) Chapter 28 (Ogden Valley Sensitive Lands Overlay District)
- Title 106 (Subdivisions)
- Title 108 (Standards) Chapter 22 (Natural Hazard Areas)
- Title 108 (Standards) Chapter 7 (Supplementary and Qualifying Regulations) Section 31 (Access to a lot/parcel using a private right-of-way or access easement)

### Development History

On April 28<sup>th</sup> 2020 this subdivision and alternative access proposal was presented before the Planning Commission with a request for preliminary subdivision and alternative access approval. On that day the proposal was approved.

### Background

The applicant is requesting final approval of Arrowhead Meadow Subdivision Phase 1 that is located at approximately 9400 E Artist way. The public right-of-way and subdivision improvements, built to County standards, will extend in a westerly direction and have two cult d sacs. Seven lots will front directly on the public right-of-way while the remaining two lots will have access via a private drive. A retention basin for all stormwater management will be placed between lots 201 and 202. The private drives will be built to all applicable design and safety standards found in sections 108-7-29, 108-7-30.

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

General Plan: This proposal is in conformity with the Ogden Valley General Plan (OVGP) by encouraging low-density development (see page 21 of the OVGP).

Zoning: The property is located in the FV-3 Zone. The purpose of this zone is stated in the LUC §104-14-1.

*"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."*

Drinking-Water Source Protection Zone: Each operating well location with its associated 100' radius well protection area is depicted on the plat pursuant to LUC 106-1-5 (a)(6).

Natural Hazards: Western Geologic, has prepared a Geologic Hazard Reconnaissance dated October 3, 2019. The geologic reconnaissance was conducted for potential home sites shown in Exhibit D. The hazards and their associated risk level are as follows:

Earthquake Ground Shaking – High  
Stream Flooding – Medium  
Shallow Groundwater – Medium

The Conclusions and Recommendations pages of the geologic reconnaissance are included in this staff report as Exhibit D.

Flood Zone: This parcel and the lands surrounding it are within an area of minimal flood hazard and determined to be outside the 500-year flood level.

Sensitive Lands: Weber County Sensitive Lands Map indicates the presence of a natural ephemeral stream that will be crossed during the construction of the public road. A Stream Alteration Permit must be obtained from the State before building the stream crossing. See Exhibit A for the dedication plat that shows the stream centerline and the stream corridor setback.

Secondary and Culinary Water: The owner has petitioned Weber Basin Water District, and the district has approved water allotments that may be used for both irrigation and culinary purposes.

Operational Wells: Lot number 207 and 209 contain functioning wells. Wells for other lots will be required prior to the construction of single-family dwellings. As required by the subdivision code, the owner of record of the proposed subdivision property shall record a covenant to run with the land which advises the new lot owner of the requirements to be fulfilled before a building permit can be obtained. This shall include but not be limited to:

- a. That a well permit must be obtained;
- b. The time it may take to obtain the permit;
- c. The well must be drilled;
- d. Water quality to be satisfactory; and
- e. Water quantity to be sufficient as required by the Weber County Health Department, before a building permit can be obtained.

The requirement to record the well covenant has been made a condition of final approval.

Sanitary System: Weber-Morgan Health Department has provided feasibility letters for nine lots within phase 2 that are within the range of acceptability for utilization septic system. For information regarding the specific type of system for each lot see Exhibit C. Water table monitoring is underway at this time for two additional lots within the "Remainder Parcel Not Approved for Development parcel" # 210370014.

Alternative Access requirements: The applicant shall ensure that all design, safety, and lot standards are met for the private access roads, as outlined in LUC §108-7-29(1), (2), (3). The private access drives will be inspected for compliance with the alternative access standards prior to certificate of occupancy for any dwellings.

Review Agencies: A complete set of construction drawings is currently under review by the County Engineer. Weber County Fire District will require that all homes within this development install sprinkler fire suppression systems which alleviate the need to install a fire hydrant and provide a secondary ingress/egress. Weber County Surveyor has issued final plat approval conditioned upon meeting a final five requirements one of which is to enter into a Monument Improvement Agreement. The Weber-Morgan Health Department has issued a septic feasibility letter with the understanding that each lot's water source is from private wells.



## **Staff Recommendation**

Staff recommends final approval of Arrowhead Meadow Subdivision Phase 1, consisting of nine lots, based on the following conditions:

1. Construction of the alternative accesses shall follow all safety, design, and lot requirements of LUC 108-7-29 through 108-7-32.
2. Prior to final approval from the County Commission, all subdivision improvements must be installed or escrowed for.
3. At the time of subdivision recording, the developer shall record a covenant, which advises the new lot owner of the requirements related to the placement of a well.
4. At the time of subdivision recording, the owner shall enter into a Building On A Private Right Of Way/Access Easement Equitable Servitude And Covenant.
5. A Stream Alteration Permit shall be obtained for the stream crossing.

The following findings are the basis for staff's recommendation:

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

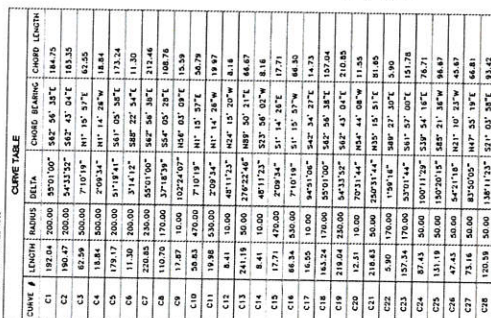
## **Exhibits**

- A. Arrowhead Meadow Subdivision Phase 1 Plat
- B. Weber Basin Water Allocation Letter
- C. Septic Feasibility Letters for 9 lots (Phase 2)
- D. Geologic Reconnaissance select pages
- E. Petitions to Weber Basin for the allotment of water





LOCATED IN THE NORTHEAST QUARTER OF SECTION 28,  
TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN,  
WEBER COUNTY, UTAH  
FEBRUARY 2020



WEBER COUNTY PLANNING  
COMMISSION APPROVAL

THIS IS TO CERTIFY THAT THE  
SUBJECTS AND MAPS ATTACHED BY  
THIS RESOLUTION ARE IN ACCORD  
WITH THE COMMISSION'S  
RECOMMENDATION.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

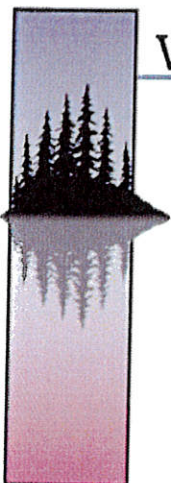
\_\_\_\_\_  
Chairman, Weber County Planning Commission

\_\_\_\_\_  
Secretary, Weber County Planning Commission

ATTEST:

\_\_\_\_\_  
Clerk, Weber County Planning Commission





## WEBER BASIN WATER CONSERVANCY DISTRICT

2837 East Highway 193 • Layton, Utah 84040 • Phone (801) 771-1677 • (SLC) 359-4494 • Fax (801) 544-0103

To: Curtis Hyde  
From: Kendall Searle  
Date: December 30, 2019  
Subject: Water Allocation

As per our phone conversation earlier today, Weber County parcel 21-037-0014 does have an allotment of 26.0 acre-feet of replacement water with Weber Basin Water Conservancy District. The 26.0 acre-feet of replacement water is secured to the property and will remain with the land when sold. This water will be divided up between new tax ID numbers if the parcel is divided in the future.

Weber Basin Water Conservancy District appreciates your cooperation. The District looks forward to working with you in the future.

Thank you

BRIAN W. BENNION, M.P.A., L.E.H.S.  
Health Officer/Executive Director

April 28, 2020



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

RE: Preliminary Subdivision Determination (revised 4/28/2020)  
Monastery Cover Phase 2, 9 buildable lots  
Parcel #21-037-0014 & 21-037-0032  
Soil log #1864

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 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.

#### DESIGN REQUIREMENTS

Lot 201 & 202: Documented ground water tables not to exceed 42 inches. Due to the gravelly loamy sand, single grain structure soil horizon beginning at 24 inches below grade with a percolation rate lower than 5 minutes per inch the property falls within the range of acceptability for the utilization of a Wisconsin Mound Treatment System. Maximum trench depth is limited to 0 inches. The absorption system is to be designed using a maximum loading rate of 0.45 gal/sq. ft. /day as required for a sandy loam, granular structure soil horizon.

Lot 203, 204, 205, 206, 207 & 209: Documented ground water tables not to exceed 42 inches, fall within the range of acceptability for the utilization of an At-Grade Wastewater Disposal System as a means of wastewater disposal. Maximum trench depth is limited to 0 inches. The absorption system is to be designed using a maximum loading rate of 0.70 gal/sq. ft. /day as required for a sandy loam, granular structure soil horizon with documented percolation rate between 5- 15 minute per inch.

#### Lot 208:

Documented ground water tables not to exceed 55 inches, fall within the range of acceptability for the utilization of a Conventional Wastewater Disposal System as a means of wastewater disposal. Maximum trench depth is limited to 24 inches. The absorption system is to be designed using a maximum loading rate of 0.55 gal/sq. ft. /day as required for a silty clay loam, prismatic structure soil horizon with a documented percolation rate of 34 minute per inch. The location of the absorption field is restricted to the area of soil exploration pit #1, located at UTM Zone 12 Nad 83 439440E 4564344N. The original and replacement absorption field must be designed outside of the area believe to have high ground water. A map of this area is available upon request.


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](http://www.webermorganhealth.org)

**Rock Fall**

No significant bedrock outcrops were observed at the site or in higher slopes that could present a source area for rock fall clasts. We therefore rate the hazard from rock falls to the Project as low.

**Problem Soil and Rock**

The U.S. Department of Agriculture Natural Resources Conservation Service (<https://websoilsurvey.nrcs.usda.gov/app/>) maps the soil in the area of proposed home sites 1 and 2 as "Yeates Hollow very stony loam, 10 to 30 percent slopes." This soil is described as a mountainside, bench and alluvial-fan soil formed in alluvium and/or colluvium overlying weathered conglomerate. The typical profile reportedly consists of an A horizon formed in very stony loam to a depth of 10 inches, a B horizon formed in very gravelly loam and very gravelly clay loam from 10 to 55 inches, and bedrock below 55 inches. Proposed home site 3 is in an area mapped as "Fluvaquentic Haploborolls-Fluventic Haploxerolls complex, 1 to 6 percent slopes." This soil is described as a floodplain and stream-terrace soil formed in alluvium. The soil profile reportedly varies. Weber County hazard mapping does not show any areas of potential expansive soil or rock at the Project. Given all the above, we rate the risk from problem soil as low. Evaluation of and recommendations regarding soil foundation conditions should be conducted and provided as needed in site-specific geotechnical investigations once development plans have been formalized.

**CONCLUSIONS AND RECOMMENDATIONS**

Earthquake ground shaking is the only geologic hazard identified as posing a high relative risk to the Project. This hazard is a regional hazard common in all Wasatch Front areas. Stream flooding and shallow groundwater also pose a moderate (equivocal) risk.

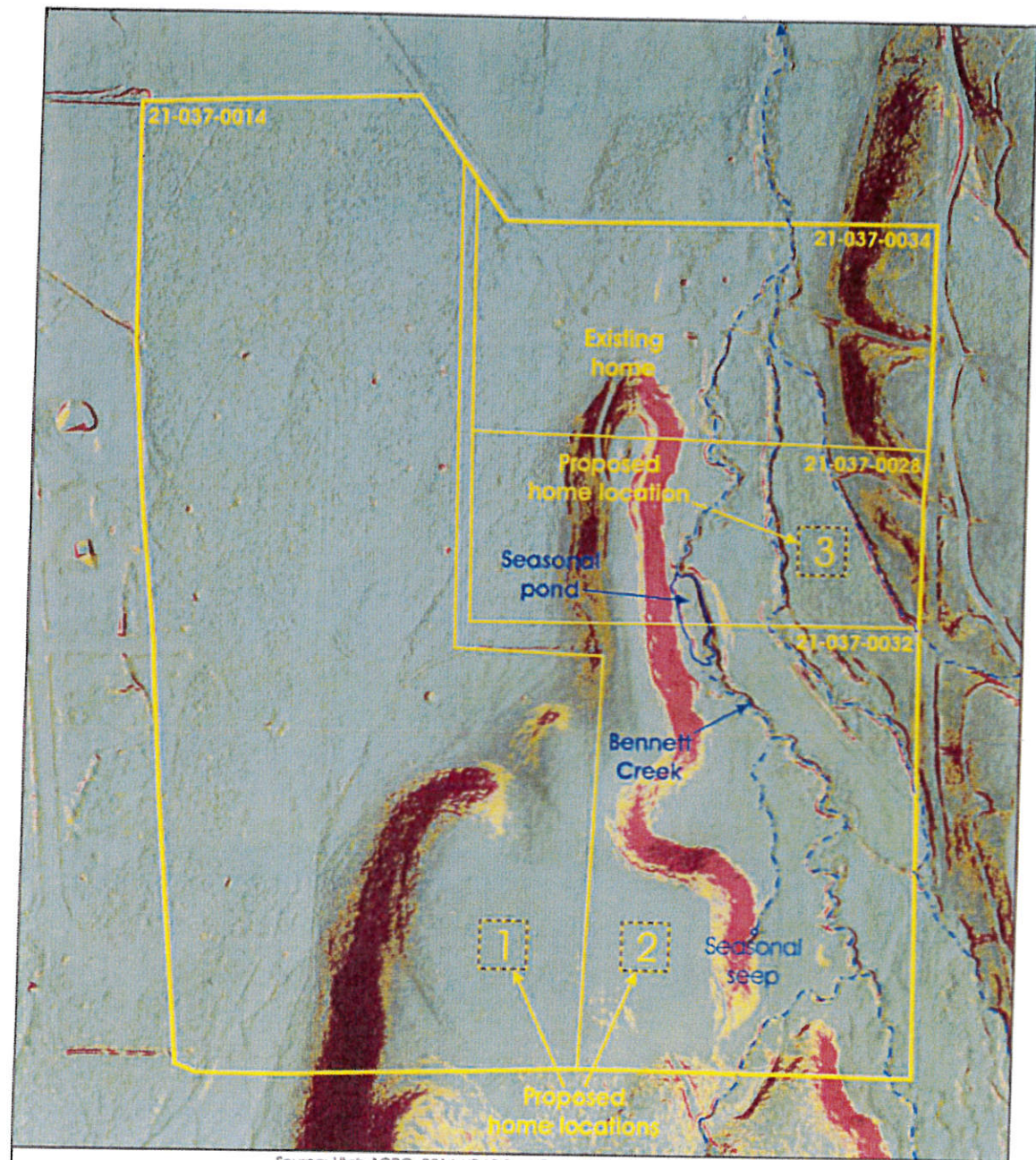
We recommend the following:

- **Seismic Design** – All habitable structures developed at the property should be designed and constructed to current seismic building codes to reduce the risk of damage, injury, or loss of life from earthquake ground shaking.
- **Geotechnical Investigation** – Site-specific geotechnical investigations should be conducted prior to construction to assess soil foundation conditions. No substantial slope cuts should be made in the slopes at the site without prior geotechnical analyses.
- **Site Hydrology** – Surface drainage and the potential for seasonal stream flooding should be addressed with regard to the proposed home sites in accordance with all Weber County requirements. The proposed homes will also require foundation drainage systems to ensure proper subsurface drainage. We recommend the designs be provided or reviewed (and approved) by a licensed geotechnical engineer.

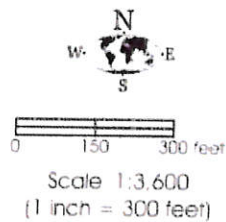
over →



- **Report Availability** – This report and any subsequent reports regarding geologic conditions at the property should be made available to the architect and building contractor, as well as real estate agents and potential buyers in the event of a future sale. The report should be referenced for information on technical data only as interpreted from observations and not as a warranty of conditions throughout the site. The report should be submitted in its entirety, or referenced appropriately, as part of any document submittal to a government agency responsible for planning decisions or geologic review. Incomplete submittals void the professional seals and signatures we provide herein. Although this report and the data herein are the property of the client, the report format is the intellectual property of the authors and should not be copied, used, or modified without their express permission.



Source: Utah AGRC, 2016 LIDAR Bare Earth DEM, 50 cm resolution;  
slope gradients <20% shaded in green, 20-30% in yellow, and >30% in red.



## LIDAR ANALYSIS

### GEOLOGIC HAZARDS RECONNAISSANCE

Eden Development Group Land  
About 9379 East 1800 South  
Huntsville, Weber County, Utah

FIGURE 3C



6



\*W2152454\*

Account # 04113
 ER 2152454 PG 1 OF 5  
 DG08 CROFTS, WEBER COUNTY RECOVER  
 03-JAN-06 254 PH FEE \$.00 BEP SOC  
 REC FOR: WEBER BASIN WATER CONSERV DIST  
 Contract D-3

&amp;

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

B&H Investment Properties LLC herein "Petitioner"),  
hereby applies to the Weber Basin Water Conservancy District, (herein "District"), for the allotment  
of the beneficial use of 26.0 acre-feet of untreated water annually, for irrigation and domestic  
purposes, on land situated in Weber County, Utah, legally described as follows:

Section 28, Township 6N, Range 2E, Acres           

Tax I.D. No 21-037-0014

SEE ATTACHED "EXHIBIT A"

1. In consideration of such allotment and upon condition that this petition is granted by the District, Petitioner agrees as follows:

a. To pay for the right to use the allotted water an amount annually to be fixed from time to time by the District's Board of Directors, which amount initially shall be the sum of \$ 15.00 per 1.0 acre-foot.

b. To pay an additional amount, per acre foot, annually to be fixed by the District's Board of Directors for operation, maintenance or other charges.

The amount so fixed shall be paid whether or not the Petitioner actually takes and uses the water allotted.

The amounts so fixed shall be a tax lien upon the above-described land and the Petitioner shall be bound by the provisions of the Water Conservancy Act of Utah and the rules and regulations of the District's Board of Directors. Nothing contained herein shall be construed to exempt the Petitioner from paying the taxes levied pursuant to Sections 17A-2-1426 and 17A-2-1427, Utah Code Annotated 1990, as amended.

2. 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 or spring for irrigation and domestic purposes at a point located on the land hereinabove described, and for no other use of purpose.



3. 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 without first receiving an approved exchange application from the Utah State Engineer. It is the responsibility of the Petitioner to obtain such approved exchange application.

4. 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 \_\_\_\_\_ reservoir.

5. 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.

6. 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 treated and untreated water for municipal, domestic and industrial use shall have first priority.

7. The Petitioner shall construct, operate and maintain, without cost to the District, the well or spring 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 or spring.

8. 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.

9. 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.

10. Petitioner recognizes that in addition to the tax lien referred to in paragraph 1 above, the above-described land is presently encumbered by a lien created by District Contract No. 69312.45074 in the name of Gibbs Smith, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of n/a % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the indebtedness represented by the contract lien and accrued interest is not fully discharged on or before n/a, District may cancel this

contract, retain both its contract lien and tax lien and inform the State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

11. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto but as long as payments are required under Articles 1 (a) and (b) above neither this contract or any assignment or transfer of this contract or any part thereof or interest therein shall be valid until approved by the District's Board of Directors.

12. The reuse of water delivered pursuant to this contract shall not be 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 Weber Basin Water Conservancy District for the use and benefit of the Weber Basin Project.

Dated this 7 day of October, 2005.

[Signature]  
[Signature]  
 Petitioners and Owners of Land  
 above-described

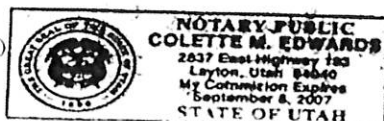
B&H Investment Properties LLC  
110 West 1700 North  
Centerville, UT 84014  
 Address

STATE OF Utah )  
 : ss.  
 COUNTY OF Davis )

On the 7<sup>th</sup> day of October, 2005 personally appeared  
 before me Steven L. Ferlito Notary Public the signer(s) of the above instrument,  
 who duly acknowledged to me that he executed the same.

[Signature]  
 NOTARY PUBLIC

(SEAL)



ORDER ON PETITION

DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of B&H Investment Properties LLC, be granted and an allotment of 26.0 acre-feet 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 4 day of November, 2005.

WEBER BASIN WATER CONSERVANCY  
DISTRICT

By Jewel Lee Kenley  
Chairman, Board of Trustees  
Jewel Lee Kenley

ATTEST:

Tage I. Flint  
Secretary  
Tage I. Flint

(SEAL)





EXHIBIT MA"

E) 2152454 PG 5 OF 5

Part of the North half of Section 28, Township 6 North, Range 2, East, Salt Lake Base and Meridian, Beginning at the Northeast Corner of Lot 8 of MONASTERY COVE SUBDIVISION PHASE 1, said point being South 89D33'27" East 918.89 feet along the Section line and South 691.57 feet from the North Quarter Corner of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian (Basis of bearing: North 89D33'10" West from the North Quarter Corner of Section 28 to the Northwest Corner of Section 28) thence South BSDA'SS" East, 601.92 feet along South Boundary of Susan Short Property; thence South 37D52'13" East 151.13 feet along the Southwest boundary of Tim Ford Right of Way, thence South 00D09'27" East 1000.75 feet along West boundary of Tim Ford Property; thence North 87D43'120" East 255.31 feet along said boundary of Tim Ford property; thence South 00D40'17" East 855.86 feet along West boundary of Tim Ford property; thence North 89D10'54" West 802.22 feet along North Boundary of FALCON CREST SUBDIVISION, thence North 05D31'41" West 1472.85 feet along East boundary of MONASTERY COVE SUBDIVISION PHASE 1; thence North 02D08'23" West 495.96 feet along East boundary of MONASTERY COVE SUBDIVISION PHASE 1; to the point of beginning.

(Being the Proposed MONASTERY COVE SUBDIVISION PHASE 2)

#21-037-0014

*[Signature]*

(Property Address: 9300 East 2075 South, Huntsville, Utah, 84037)



\*W2997972\*

EH 2997972 PG 1 OF 9  
LEANN H KILTS, WEBER COUNTY RECORDER  
19-AUG-19 327 PH FEE \$ 0.00 DEP DC  
RFC FDR: WEBER BASIN WATER CONSERV DIST

Account No. 18428

Replacement Contract/Project Untreated

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

Eden Development Group LLC (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 25.00 acre-feet of untreated replacement water annually, for irrigation and domestic purposes, on land situated in Weber County, Utah, legally described as follows:

Section 28, Township 6N, Range 2E, Acres       

Tax I.D. No.(s): 21-037-0034, 21-037-0028 & 21-037-0032

Description of Lands:

**See Attached "Exhibit A"**

1. 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.

2. 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 \$3,143.25. 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 year following the year

*DLK*

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 devices. 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.

(e) Petitioner recognizes that in addition to the tax lien referred to in paragraph 2 above, the above-described land is presently encumbered by a lien created by District Contract No. 22815 & 22819 in the name of Tim & Cindy Ford, hereinafter the "contract lien." There is presently an outstanding balance owed the District of \$0.00, which petitioner hereby assumes and agrees to discharge. The unpaid balance of the contract lien shall be assessed simple interest at the rate of 18 % per annum. Petitioner recognizes that the unpaid balance of the contract lien together with the accrued interest shall remain a lien upon the land until discharged. The parties agree further that in the event the indebtedness represented by the contract lien and accrued interest is not fully discharged on or before n/a, District may cancel this contract, retain both its contract lien and tax lien and inform the State Engineer of the cancellation and request that the corresponding exchange application be invalidated. The District may also elect to foreclose its contract lien against the land.

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.

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.

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.

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 bankruptcy 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 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.

31. **CONTRACT ASSESSMENTS:** This Petition is governed by the provisions of Utah Code Section 17B-2a-1007, titled "Contract Assessments," together with the rules and regulations of the District's board of trustees relating to contract assessments.

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SIGN  
HERE

Petitioners and Owners of Land above-described

Eden Development Group LLC

c/o: Curtis Hyde

182 W 5450 S

Ogden, UT 84405

Address

curtishvdel@gmail.com

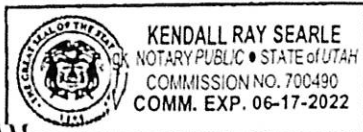
Email Address

801-540-8505

Phone Number

STATE OF Utah )  
 ) SS.  
COUNTY OF Davis

On the 15 day of Vtfl, 20 M, before me, Yendall Seade a notary  
public, personally appeared Curtis Juats, proved on the basis of  
satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and  
acknowledged (he/she/they) executed the same.



(SEAM

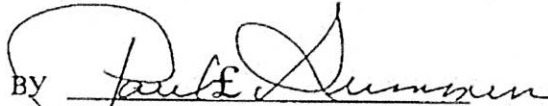
[Signature]  
NOTARY PUBLIC SIGNATURE

ORDER ON PETITION

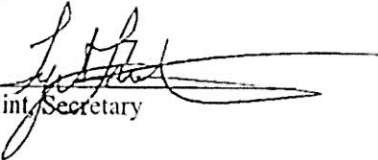
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Eden Development Group LLC be granted and an allotment of 25.00 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set forth.

DATED this I day of August, 2019.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY   
Pam C. Summers, President

ATTEST:

  
Tagerh Flint, Secretary





## EXHIBIT A

Parcel # 21-037-0028 :PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH,RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING IS NORTH 89D52'10" WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION AS MONUMENTED WITH WEBER COUNTY SURVEYOR'S BRASS CAPS (DATED 1989). BEGINNING AT A POINT THAT IS NORTH 89D52'10" WEST 1580.76 FEET ALONG NORTH LINE OF SAID QUARTER SECTION AND SOUTH 38D10'56" EAST (SOUTH 38D42' EAST) 1084.43 FEET ALONG THE EASTERLY SIDE OF AN EXISTING 33.00 FOOT WIDE RIGHT OF WAY, AND SOUTH 38D10'56" EAST 72.42 FEET TO A FENCE ON THE SOUTHSIDE OF WALLWORK PROPERTY, AND NORTH 87D24'37" EAST (NORTH 85D55'49" EAST) 863.95 FEET TO THE FENCE CORNER, AND SOUTH 0D35'09" EAST 270.37 FEET AND SOUTH 0D40'22" WEST 148.70 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, RUNNING THENCE ALONG FENCE DESCRIBED AS FOLLOWS, SOUTH 0D40'22" WEST 225 FEET, SOUTH 2D55'33" EAST 155.50 FEET AND SOUTH 0D39'39" EAST 70.64 FEET, THENCE SOUTH 87D24'37" WEST 950.20 FEET, THENCE NORTH 0D28'10" WEST 451.15 FEET; THENCE NORTH 87D24'37" EAST 947.80 FEET TO THE POINT OF BEGINNING

Parcel # 21-037-0032: PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH,RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING IS NORTH 89D52'10" WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION AS MONUMENTED WITH WEBER COUNTY SURVEYOR'S BRASS CAPS (DATED 1989). BEGINNING AT A POINT WHICH BEARS NORTH 89D52'10" WEST 1580.76 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION, SOUTH 38D10'56" EAST (SOUTH 38D42' EAST) 1084.43 FEET ALONG THE EASTERLY SIDE OF AN EXISTING 33 FOOT WIDE RIGHT OF WAY AND SOUTH 89D50'04" WEST 41.89 FEET FROM THE NORTHEAST CORNER OF SAID SECTION, AS MONUMENTED, AND RUNNING THENCE NORTH 38D10'56" WEST 49.04 FEET ALONG THE WESTERLY SIDE OF SAID RIGHT OF WAY, THENCE SOUTH 0D28'10" EAST 1000.61 FEET, THENCE NORTH 87D24'37" EAST 255.29 FEET, THENCE SOUTH 0D59'00" EAST 855.86 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE SOUTH 89D29'35" EAST 725.20 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION, THENCE NORTH 0D59'08" WEST 925.06 FEET TO AND ALONG AN EXISTING FENCE LINE, THENCE SOUTH 87D24'37" WEST 950.20 FEET, THENCE NORTH 0D28'10" WEST 930.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 15.9 ACRES, MORE OR LESS.

Parcel # 21-037-0034: PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH,RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARING IS NORTH 89D52'10" WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION AS MONUMENTED WITH WEBER COUNTY SURVEYOR'S BRASS CAP (DATED 1989), BEGINNING AT A POINT THAT IS NORTH 89D52'10" WEST 1580.76 FEET ALONG THE NORTH LINE OF SAID QUARTER SECTION AND SOUTH 38D10'56" EAST (SOUTH 38D42' EAST) 1084.43 FEET ALONG THE EASTERLY SIDE OF AN EXISTING 33.00 FOOT WIDE RIGHT OF WAY, AND RUNNING THENCE SOUTH 38D10'56" EAST 72.42 FEET TO THE FENCE ON THE SOUTH SIDE OF WALLWORK PROPERTY, THENCE NORTH 87D24'37" EAST (NORTH 85D55'49" EAST) 863.95 FEET TO THE FENCE CORNER, THENCE ALONG FENCE DESCRIBED AS FOLLOWS: SOUTH 0D35'09" EAST 270.37 FEET, THENCE SOUTH 0D40'22" WEST 148.70 FEET, THENCE SOUTH 87D24'37" WEST 947.80 FEET, THENCE NORTH 0D28'10" WEST 479.53 FEET, THENCE NORTH 89D50'04" EAST 41.89 FEET TO THE POINT OF BEGINNING. POINT OF BEGINNING IS FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION, SUBJECT TO A RIGHT OF WAY: BEGINNING AT A POINT WHICH IS SOUTH 89D19' WEST 1564.19 FEET FROM THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 38D42' EAST 1130.98 FEET; THENCE SOUTH 89D19' WEST 41.89 FEET; THENCE NORTH 38D42' WEST 1130.89 FEET TO THE SOUTH LINE OF COUNTY ROAD, THENCE NORTH 89D19' EAST 41.89 FEET TO BEGINNING.