



OGDEN VALLEY PLANNING COMMISSION

REGULAR PLANNING AGENDA

March 3, 2020

5:00 p.m.

- ***Pledge of Allegiance***
 - ***Roll Call:***
- 1. Approval of the August 6, 2020 and January 7, 2020 meeting minutes**
 - 2. Administrative Items**
 - 2a. CUP# 2020-02: Consideration and action on a conditional use permit application for an accessory apartment located at 4884 E 2800 N, Eden**
 - 2b. CUP# 2020-03 : Consideration and action on a conditional use permit application for snowmaking and ski run Expansion at Nordic Valley Ski Resort**
 - 2c. UVM 122019, AAE 2019-09: Consideration and action on a request for preliminary and final approval of Monastery Cove Phase 2, consisting of nine lots, with a request for alternative access approval**
 - 3. Legislative Items**
 - 3a. Public Hearing: ZTA 2020-1 Discussion and decision regarding a proposal to amend the Weber County Code, Sections 108-16 and to clarify ogden valley outdoor lighting and illuminated sign allowances.**
 - 4. Public Comment for Items not on the Agenda**
 - 5. Planning Director Report**
 - 6. Remarks from Legal Counsel**
 - 7. Adjourn**

The regular meeting will be held in the Weber County Commission Chambers, in the Weber Center, 1st Floor, 2380 Washington Blvd., Ogden, Utah.

Please enter the building through the front door on Washington Blvd. if arriving to the meeting after 5:00 p.m.

A Pre-Meeting will be held at 4:30 p.m. in Commission Chambers Break Out Room. 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

Meeting Procedures

Outline of Meeting Procedures:

- ❖ The Chair will call the meeting to order, read the opening meeting statement, and then introduce the item.
- ❖ The typical order is for consent items, old business, and then any new business.
- ❖ Please respect the right of other participants to see, hear, and fully participate in the proceedings. In this regard, anyone who becomes disruptive, or refuses to follow the outlined procedures, is subject to removal from the meeting.

Role of Staff:

- ❖ Staff will review the staff report, address the approval criteria, and give a recommendation on the application.
- ❖ The Staff recommendation is based on conformance to the general plan and meeting the ordinance approval criteria.

Role of the Applicant:

- ❖ The applicant will outline the nature of the request and present supporting evidence.
- ❖ The applicant will address any questions the Planning Commission may have.

Role of the Planning Commission:

- ❖ To judge applications based upon the ordinance criteria, not emotions.
- ❖ The Planning Commission's decision is based upon making findings consistent with the ordinance criteria.

Public Comment:

- ❖ The meeting will then be open for either public hearing or comment. Persons in support of and in opposition to the application or item for discussion will provide input and comments.
- ❖ The commission may impose time limits for comment to facilitate the business of the Planning Commission.

Planning Commission Action:

- ❖ The Chair will then close the agenda item from any further public comments. Staff is asked if they have further comments or recommendations.
- ❖ A Planning Commissioner makes a motion and second, then the Planning Commission deliberates the issue. The Planning Commission may ask questions for further clarification.
- ❖ The Chair then calls for a vote and announces the decision.

Testifying at Public Meetings and Public

Hearings Address the Decision Makers:

When testifying please step to the podium and state your name and address.

- ❖ Please speak into the microphone as the proceedings are being recorded and will be transcribed to written minutes.
- ❖ All testimony must be directed toward the matter at hand.
- ❖ All questions must be directed to the Planning Commission.
- ❖ The Planning Commission is grateful and appreciative when testimony is pertinent, well organized, and directed specifically to the matter at hand.

Speak to the Point:

- ❖ Do your homework. Obtain the criteria upon which the Planning Commission will base their decision. Know the facts. Don't rely on hearsay and rumor.
- ❖ The application is available for review in the Planning Division office.
- ❖ Speak to the criteria outlined in the ordinances. Don't repeat testimony that has already been given. If you agree with previous testimony, then state that you agree with that testimony.
- ❖ Support your arguments with relevant facts and figures.
- ❖ Data should never be distorted to suit your argument; credibility and accuracy are important assets.
- ❖ State your position and your recommendations.

Handouts:

- ❖ Written statements should be accurate and either typed or neatly hand written with enough copies (10) for the Planning Commission, Staff, and the recorder of the minutes.
- ❖ Handouts and pictures presented as part of the record shall be left with the Planning Commission.

Remember Your Objective:

- ❖ Keep your emotions under control, be polite, and be respectful. It does not do your cause any good to anger, alienate, or antagonize the group you are standing in front of.

¹ This is a subdivision located at approximately (address). It lies within the (Zone), covers (acres), consists of (# Lots), and consists of approximately 1,100 feet of public road improvements. Do you have questions about the outline...if so, I would be happy to answer them? If not, I will turn the time over to Mr. (applicant).

¹ Possibly include personal introduction/information and resume, introduction of other professional contributors, property ownership time or lease situation, visuals (photos, renderings), anticipated impacts and offered mitigation or rationale behind impacts being acceptable, and statement of code compliance.

Minutes of the Ogden Valley Planning Commission meeting August 6, 2019 in the Weber County Commission Chambers, commencing at 5:00 p.m.

Present: John Lewis, Chair; John Howell, Chris Hogge, Shanna Francis, Jeffry Burton, Steve Waldrip

Absent/Excused: Bob Wood

Staff Present: Rick Grover, Planning Director; Charlie Ewert, Principal Planner; Courtlan Erickson, Legal Counsel; Kary Serrano, Secretary

Pledge of Allegiance

Roll Call

WS1: A discussion regarding Street Connectivity Policies. Township + Range consultants, partnered with Wasatch Front Regional Council, will present street connectivity best practices and how they could be applied in Weber County.

Charlie Ewert said the primary reason for this item is to discuss subdivisions and Street Connectivity.

Tim Sullivan, Planning Consultant from Salt Lake City. Mr. Sullivan gave a presentation to the Planning Commissioners. He explained that street connectivity standards require the streets in a new developments have a minimum level of connectivity. This connectivity has several aspects, including how well the streets are connected at intersection; how dense the network is; how well the community can access specific key destinations; and ensuring that the network is connected for all users. He went on with his discussion with information on transportation, safety, infrastructure and growth management, health, Economic vitality and community access. They had a brief discussion about this subject.

WS2: A discussion regarding new medical cannabis permissions in state code and how they may affect the Land Use Code.

Charlie Ewert explained the new State Code requirements to the Planning Commissioners. The discussion revolved around how to best implement it into our County Code. The Planning Commissioners discussed the effect of the use on the Agricultural Zone. The general consensus was that the use is most appropriate in the M-3 and the A-3 Zone.

WS3: A discussion and review regarding subdivision code amendments. No time for discussion.

WS4: A discussion and review regarding the proposed land use table. No time for discussion.

WS5: Adjournment: The meeting was adjourned at 8:00 p.m.

Respectfully Submitted,



**Kary Serrano, Secretary;
Weber County Planning Commission**

Minutes of the Ogden Valley Planning Commission Work Session Meeting for January 7, 2020 in the Weber County Commission Chambers, commencing at 5:00 p.m.

Present: John Lewis, Chair; Bob Wood, John Howell, Chris Hogge, Jeffry Burton, Steve Waldrip

Absent/Excused: Shanna Francis

Staff Present: Rick Grover, Planning Director; Steve Burton, Principal Planner; Courtlan Erickson, Legal Counsel; Angela Martin, Lead Office Specialist

- **Pledge of Allegiance**
- **Roll Call:**

1. Training: New Weber County Project Tracking Software

Steve Burton showed the Planning Commissioners the new Tracking Program. He explained how to use it. The Planning Commissioner had concerns about keeping Project private or open for the public. Steve told them that we are still working out some of the issues, since this is a new Program. The Planning Commission will have another training maybe at the next meeting.

2. Approval of Minutes:

There were no minutes ready to be approved.

3. Elections: Chair and Vice Chair for 2020

Commissioner Wood made a motion to keep Commissioner Lewis as the Chair and Commissioner Howell seconded the motion. Commissioners Howell, Hogge, Burton and Waldrip voted aye. Commissioner Hogge made a motion to keep Commissioner Wood as Vice Chair Commissioner Burton Second the motion. Commissioners Howell, Hogge, Burton, Waldrip and Chair Lewis voted aye. (Motion carried)

4. Meeting Schedule: Approval of the 2020 Meeting Schedule

Commissioner Waldrip made a motion to approve the 2020 Meeting Schedule Commissioner Wood seconded the motion. Commissioners Waldrip, Wood, Howell, Hogge, Burton and Chair Lewis voted aye. (Motion carried)

5. Approval of the 2020 Planning Commission Rules of Order

There was a discussion with Planning Commission and Staff and it was decided to discuss it at the next meeting.

6. Public Comment for items not on the Agenda

Commissioner Howell asked what the status was on the Snow Basin Plans. Mr. Grover said that project is on hold for now. Commissioner Burton asked if we had a copy of the Water Study that was done by the State. Staff indicated is on our Web Site and we are working with the State to have it presented to the Ogden Valley

7. Remarks from the Planning Commissioners, There was none

8. Planning Director Report, There was none

9. Remarks from Legal Counsel, There was none

10. Meeting Adjourned: The meeting adjourned at 6:00 pm

Respectfully Submitted,

Angela Martin

Angela Martin, Lead Office Specialist
Weber County Planning Commission



Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a conditional use permit application for an accessory apartment located at 4884 E 2800 N, Eden
Type of Decision:	Administrative
Agenda Date:	Tuesday, March 03, 2020
Applicant:	Landon Hallows
File Number:	CUP# 2020-02

Property Information

Approximate Address:	4884 E 2800 N
Project Area:	0.97 acres
Zoning:	AV-3
Existing Land Use:	Single-family Residential
Proposed Land Use:	Single-family Residential with accessory apartment
Parcel ID:	22-067-0003
Township, Range, Section:	Township 7 North, Range 1 East, Section 27

Adjacent Land Use

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

Staff Information

Report Presenter:	Steve Burton sburton@co.weber.ut.us 801-399-8766
Report Reviewer:	RG

Applicable Ordinances

- Title 101, Chapter 1, General Provisions, Definitions
- Title 104, Chapter 6, Agricultural Valley (AV-3) Zone
- Title 108, Chapter 1 Design Review
- Title 108, Chapter 4 Conditional Uses
- Title 108, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations
- Title 108, Chapter 19 Accessory Apartments

Summary and Background

The applicant is requesting approval of a conditional use permit for an accessory apartment located at 4884 E 2800 N, Eden. The proposal is to turn an existing walk out basement into an accessory apartment to rent out as a dwelling. The proposal complies with the applicable ordinances of the Weber County Land Use Code and has received approvals from all review agencies. The following is an analysis of the proposal reviewed against the applicable ordinances.

Analysis

Zoning: The subject property is located within the agricultural valley (AV-3). The purpose and intent of the AV-3 zone is described as follows:

The purpose of the AV-3 Zone is to designate farm areas, which are likely to undergo a more intensive urban development, to set up guidelines to continue agricultural pursuits, including the keeping of farm animals, and to direct orderly low-density residential development in a continuing rural environment.

LUC 108-19-2 explains the requirements for accessory apartments within zones that allow single family dwellings. Below each criteria an explanation of how this application meets the criteria is provided:

Accessory apartments may be permitted, by conditional use permit, in any zone in which single-family residential dwelling units are allowed, under the following specifications:

- (a) *Relationship to principal use; appearance.* An apartment may be established only accessory to a permitted dwelling. The apartment unit shall have common walls, roof, and/or floors with the principal dwelling. The minimum width shall be 20 feet with the livable floor area of the main home, with an opening from the accessory apartment to the main home, into a common living area of the main home. The opening can be closed off by a door. Basement apartments meet this requirement with the common floor. The stairs which lead to the main floor and open up into the common living space of the main home can be closed off by a door. The accessory apartment opening into a garage or storage is not considered livable space. The outward appearance of the accessory dwelling shall be consistent with the design and character of the principal dwelling in its construction, materials and finish treatment. There shall be no more than one apartment accessory to a permitted dwelling. There shall be no separate address, mailbox or utilities.

The proposed accessory apartment is an existing walkout basement and meets the requirement of “shared common living area” with the common floor of the primary dwelling. The applicant has stated that there will be no separate address, mailbox or utilities.

- (b) *Floor area.* Living area of an accessory apartment shall contain a minimum of 400 square feet and shall not exceed a maximum of 800 square feet; there shall be no more than two bedrooms in such apartments. In no case shall the floor area exceed 25 percent of the gross livable floor area of the total structure.

The floor area of the accessory apartment is 795 square feet, and 25 percent of the livable floor area of the entire home is 796 square feet.

- (c) *Location.* An accessory apartment shall be so located upon a lot to comply with all dimensional requirements of the zoning district for new construction. An apartment located within the perimeter of an existing (by location) nonconforming dwelling, shall not be subject to such requirements. No apartment shall be located in a basement or cellar unless such basements or cellar constitutes a walk-out basement. Additions for the purpose of an accessory apartment shall be made only above or to the side or rear of the principal dwelling.

The proposed accessory apartment is an existing walkout basement which does not require new construction.

- (d) *Access.* An accessory apartment shall have a minimum of one separate external door access from the principal dwelling located on either the side or the rear of the principal dwelling.

Access to the accessory apartment is through an external door at the rear of the principal dwelling.

- (e) *Amenities.* An accessory apartment shall contain separate amenities from the principal dwelling: kitchen facilities, full bath, electric panel with separate disconnect, telephone service.

The proposed accessory apartment contains a bedroom, living area, full bathroom, and kitchen separate from the principal dwelling, as shown on Exhibit B.

- (f) *Parking.* In addition to the two parking spaces required for the principal dwelling, two off-street parking spaces shall be provided for an accessory apartment in a designated location on the premises. Such spaces shall be on an area prepared to accommodate vehicle parking. In the Ogden Valley Destination and Resort Zone, this requirement shall be subject to modification by an approved parking plan pursuant to section 108-8-13.

The proposal includes two off street parking spaces, as shown on the Exhibit C.

Given the demonstrated compliance with the above criteria, the Planning Division anticipates no detrimental effects to the site or surrounding areas, and no additional conditions are recommended.

Review Agencies: The Fire District, Engineering division, and Health Department must give approval of the project before the conditional use permit is issued.

Summary of Planning Commission Considerations

In order for a conditional use to be approved it must meet the requirements of applicable ordinances listed in this staff report, which include the requirements listed in LUC §108-4-4, under "Decision Requirements", which states:

a) A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards of this chapter, or relevant standards or requirements of any other chapter of this Land Use Code. When considering any of the standards, the land use authority shall consider the reasonably anticipated detrimental effects of the proposed use in the context of current conditions and, to the extent supported by law, the policy recommendations of the applicable general plan.

b) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

The Planning Commission will need to determine if the request for an accessory apartment has met the requirements of the applicable Uniform Land Use Code of Weber County. The Planning Commission may impose additional conditions in order to ensure full compliance with the required standards. In making a decision, the Planning Commission should consider the following questions:

- Does the submittal meet the Uniform Land Use Code of Weber County? If no, then what conditions could be added in order to comply?
- Have the "Decision Requirements" and other applicable ordinances been met?

Staff Recommendation

The Planning Division recommends approval of file# CUP 2020-02. This recommendation for approval is subject to all review agency requirements.

This recommendation is based on the following findings:

1. The proposed use, if conditions are imposed, will not be detrimental to public health, safety, or welfare.
2. The proposed use, if conditions are imposed, will comply with applicable County ordinances.
3. The proposed use will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Application and narrative
- B. Building floor plan
- C. Parking plan

Map 1



Weber County Conditional Use Permit Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
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Property Owner Contact Information

Name of Property Owner(s) Landon Hallows		Mailing Address of Property Owner(s) 4884 E 2800 N Eden UT 84310	
Phone 4352012861	Fax		
Email Address (required) landover50@gmail.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) Same		Mailing Address of Authorized Person	
Phone	Fax		
Email Address		Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Property Information

Project Name Accessory Apartment	Total Acreage	Current Zoning
Approximate Address 4884 E 2800 N Eden UT 84310	Land Serial Number(s) 220670003	

Proposed Use Accessory Apartment

Project Narrative Desire to gain conditional use permit for accessory apartment located in the basement of our home.

Basis for Issuance of Conditional Use Permit

Reasonably anticipated detrimental effects of a proposed conditional use can be substantially mitigated by the proposal or by the imposition of reasonable conditions to achieve compliance with applicable standards. Examples of potential negative impacts are odor, vibration, light, dust, smoke, or noise.

There are no foreseeable detrimental effects caused by having an accessory apartment at our location. Per "Sec. 108-19-2. - Conditional use." of the county code, "Accessory apartments may be permitted, by conditional use permit, in any zone in which single-family residential dwelling units are allowed." The increase in traffic will be negligible and there will be no other impacts due to the accessory apartment.

That the proposed use will comply with the regulations and conditions specified in the Zoning Ordinance and other applicable agency standards for such use.

As stated previously, Weber County Code allows accessory apartments in all zones where single family residential dwelling units are allowed. Further, the apartment meets all requirements and standards as set forth in Chapter 19-Accessory Apartments of the Weber County Code.







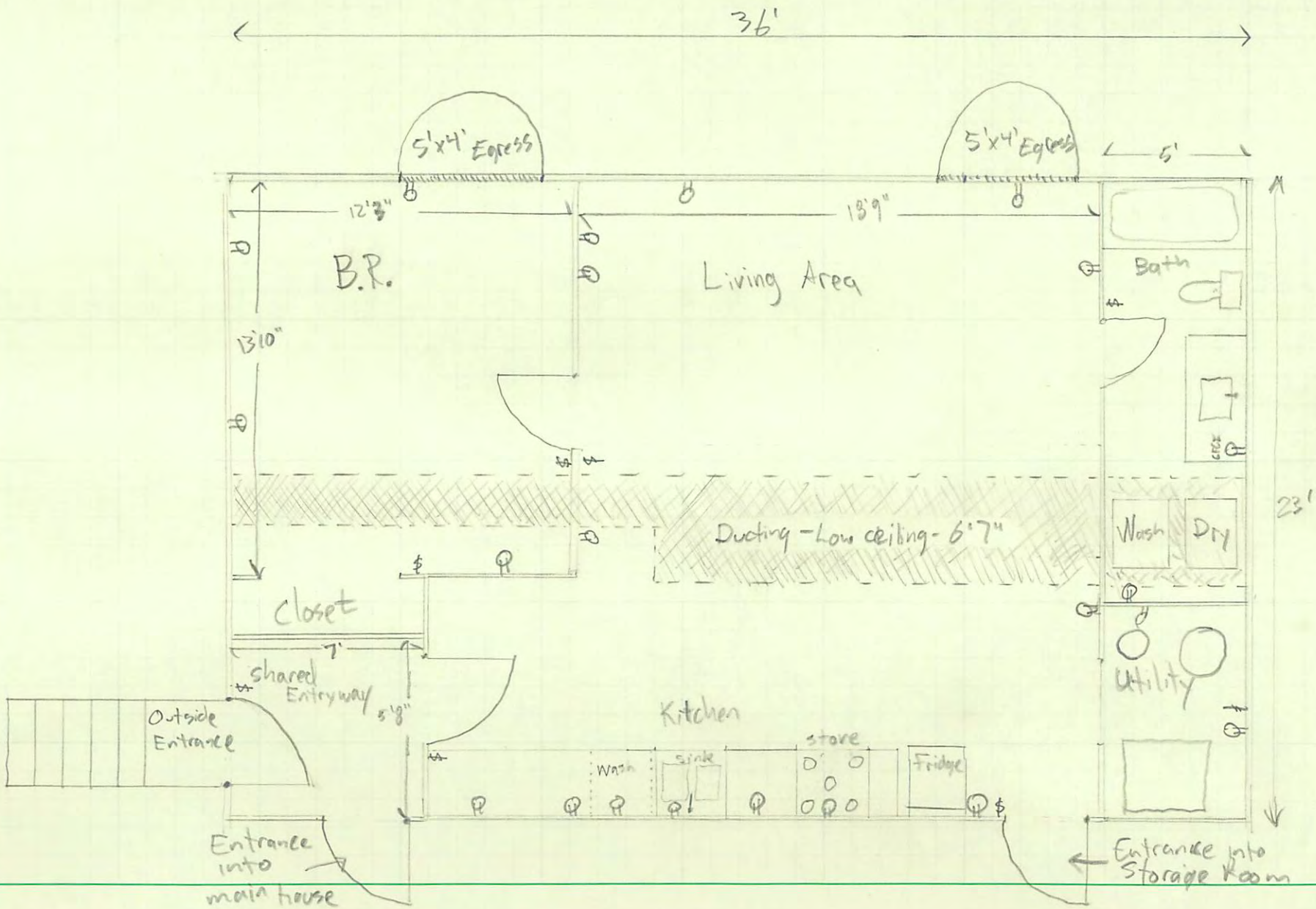


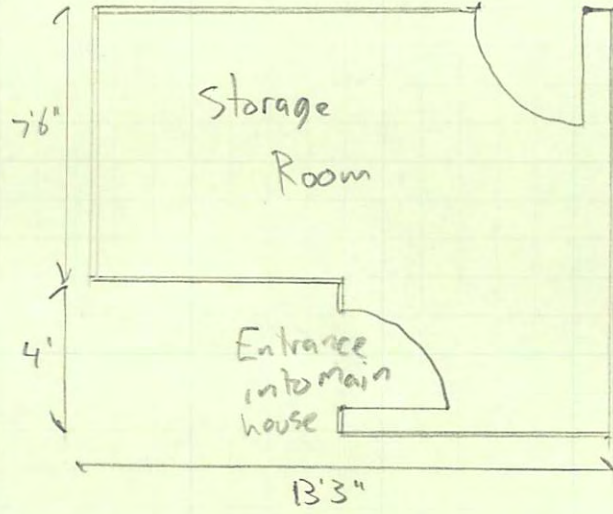


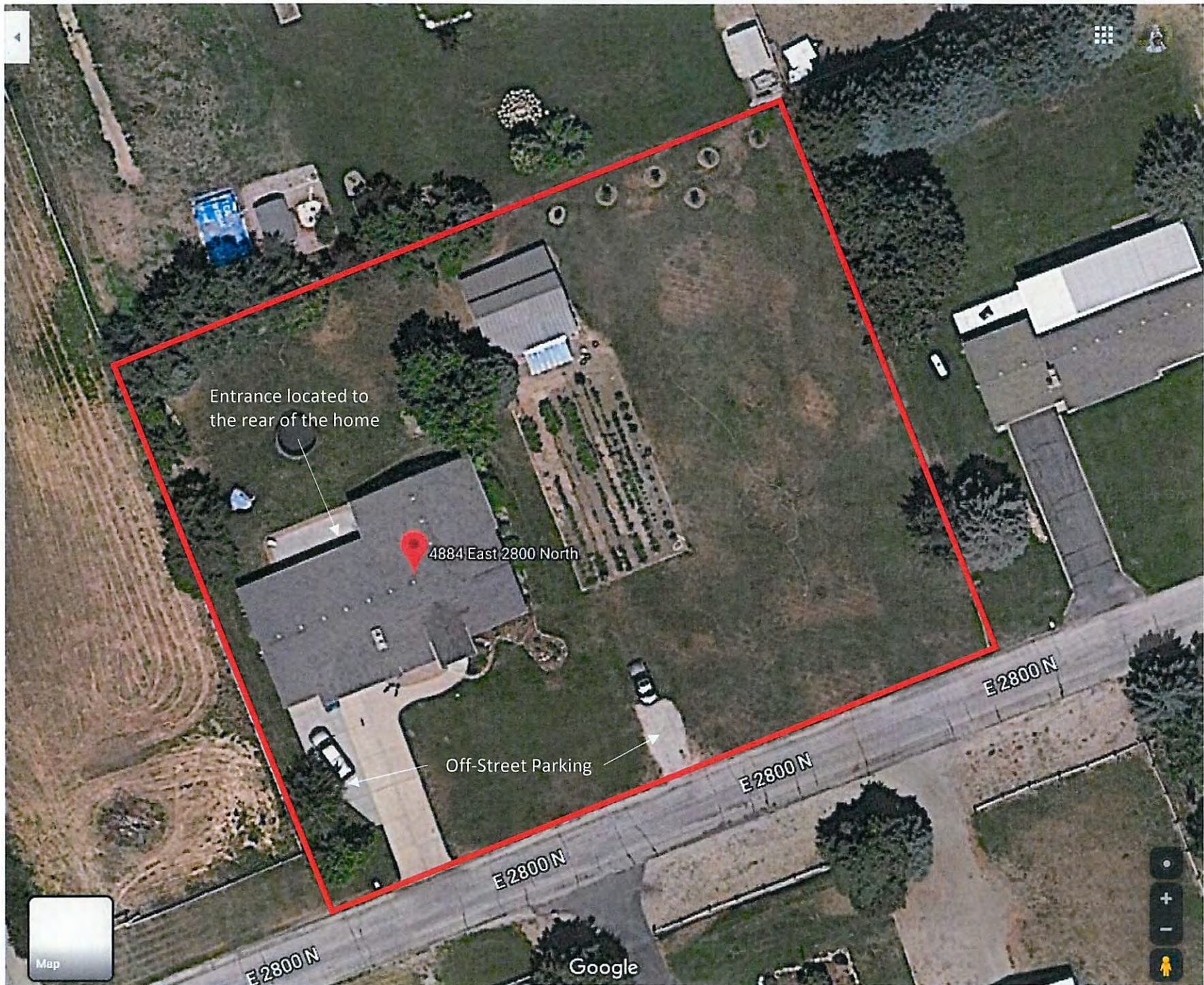
Hallow's
4884 E 2800 N
Eden UT 84316

Accessory Apartment
795 sq ft

Exhibit B









Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a conditional use permit application for snowmaking and ski run expansion at Nordic Valley Ski Resort
Type of Decision:	Administrative
Agenda Date:	Tuesday, March 03, 2020
Applicant:	Skyline Mountain Base, LLC
Authorized Agent:	James Coleman
File Number:	CUP# 2020-03

Property Information

Approximate Address:	3567 Nordic Valley Way
Project Area:	346 acres
Zoning:	Forest Valley (FV-3), Open Space (O-1)
Existing Land Use:	Ski Resort, Vacant
Proposed Land Use:	Ski Resort
Parcel ID:	22-029-0010
Township, Range, Section:	Township 7 North, Range 1 East, Section 32

Adjacent Land Use

North:	Ski Resort	South:	Forest
East:	Residential	West:	Forest

Staff Information

Report Presenter:	Steve Burton sburton@co.weber.ut.us 801-399-8766
Report Reviewer:	RG

Applicable Ordinances

- Title 101, Chapter 1, General Provisions, Definitions
- Title 104, Chapter 14, Forest Valley Zone
- Title 104, Chapter 26, Open Space
- Title 108, Chapter 1 Design Review
- Title 108, Chapter 4 Conditional Uses
- Title 108, Chapter 8 Parking and Loading Space, Vehicle Traffic and Access Regulations
- Title 108, Chapter 16 Ogden Valley Outdoor Lighting

Summary and Background

The applicant is requesting approval of a conditional use permit to expand the snowmaking and ski run operation at Nordic Valley Ski Resort. The proposed expansion includes one new ski lift, 25,700 linear feet of snowmaking line, and 33 acres of snowmaking area with new ski runs as well as new glading areas. The proposed expansion area is on approximately 346 acres to the south of the existing ski resort. This report contains staff's analysis of the proposal against the conditional use standards and other applicable sections of the Weber County Land Use Code.

Analysis

General Plan: The request is in conformance with the Ogden Valley General Plan as it promotes recreational tourism supporting the valley's economic base (page 22, 2016 Ogden Valley General Plan).

Zoning: The subject property is located within the FV-3 and O-1 zones. The purpose and intent of the FV-3 and O-1 zones are described as follows:

The purpose of the Forest Valley Zone, FV-3 is to provide 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.

The open space zone is specifically intended to encourage the preservation of a natural environment in an otherwise urban setting; to hold for future generations open space in which plants and animals can be protected and studied; to inhibit erection of unnecessary buildings on a floodplain, on areas of severe slope, areas of fault line and rock slides; to provide suitable areas for recreation and relaxation, and to alleviate stream pollution.

Ski resorts and private recreation areas are listed as conditional uses within the FV-3 zone. Private recreation areas are listed as a permitted use within the O-1 zone.

The Conditional Use Permit chapter (108-4-1(b)) explains that “The intent of providing conditional use regulations is to provide allowance for additional uses in each zone and give the land use authority flexibility in applying reasonable conditions to effectively manage unique characteristics or detrimental effects of those uses, on a case-by-case basis. Conditions shall be related to the standards of this chapter, or other applicable requirements of this Land Use Code.” The following is a review of the proposal against the conditional use standards outlined in LUC 108-4.

Conditional Use Review:

- *Standards relating to safety for persons and property:* The applicant will be responsible to comply with all state and federal regulations related to the proposed activity in order to ensure the safety of persons and property. A condition of approval has been added to the staff recommendation that the applicant provide a geologic hazards study that addresses geologic hazards and their potential impacts to the proposed use, the site, and surrounding areas. Landslides have recently occurred in the surrounding area and the hazards study would help to address mitigating factors if needed. The applicant will be required to follow recommendations of the hazards report in order to mitigate the harmful impacts of geologic hazards. A second condition of approval has been added that the applicant provide an avalanche mitigation plan prior to receiving the conditional use permit in order to protect users and the residents in the area.
- *Standards relating to infrastructure, amenities, and services:* The proposed expansion is anticipated (by the applicant) to increase visits to the site by 30% over the next several years. The applicant’s narrative anticipates the need for an additional 163 parking spaces, although the current parking lot (462 spaces) is underutilized for most of the ski season. With the additional parking spaces, the applicant is proposing a total parking space count of 625. Staff feels that the proposed amount of parking spaces is sufficient.

The applicant has provided written documentation that the resort used 21.5 acre feet of water for snowmaking in the last year. In regards to the water availability for the proposed expansion, the applicant has stated that they have the rights to 47 acre feet of water through Weber Basin Water Conservancy District, which they claim is sufficient for the proposal.



Figure 1 (Ogden Valley Stream Corridor Map)

- *Standards relating to the environment:* The Weber County Stream Corridor map indicates that a seasonal stream runs through a portion of the expansion area (see figure 1 below). Sec 104-28-2(b)(1)c indicates that structures, accessory structures, roads, or parking areas shall not be developed or located within 50 feet from the high water mark of a natural ephemeral stream. The development of the site will be required to comply with this standard so that the riparian area is maintained and that no erosion occurs.
- *Standards relating to the current qualities and characteristics of the surrounding area and compliance with the intent of the general plan:* The proposed expansion is adjacent to the existing ski areas, forest service property, and an existing residential subdivision. The submitted site plans show that much of the property will remain undeveloped with this proposal, and that some natural buffer will exist between the ski areas and the nearby residences. The proposal complies with the general plan by broadening “the array of outdoor

recreation opportunities available to both residents and visitors” (2016 Ogden Valley General Plan, pg. 45), provided the geologic hazard study recommendations and avalanche mitigation plan are implemented.

Design Review: As part of conditional use review, the proposal has also been reviewed against the design review criteria outlined in LUC 108-1-4. The following is an analysis of the design review criteria:

- *Considerations relating to traffic safety and traffic congestion.* With the increase in parking, the applicant shall ensure that no parking takes place within the front yard setback (30 ft from property line) in the FV-3 zone. Under the parking chapter of the LUC, Sec. 108-8-7(d)(6), “All private parking facilities must be improved with a hard surface such as concrete or asphalt and must be sloped and graded to prevent drainage of stormwater onto adjacent properties.” This requirement has been added to the staff recommendation as a condition of approval.
- *Considerations relating to landscaping.* The site currently maintains the required 20 % landscaping with deciduous trees and other natural landscaping. Staff recommends that the runs that are cleared are re-seeded with a seed blend approved by the Forest Service to help hold the soil in place.
- *Considerations relating to buildings and site layout.* Example images of the lift terminals are included as Exhibit C. The proposed terminals are shown to be more than 100 feet from any property line. The applicant has not proposed outdoor lighting with the proposed expansion. A condition of approval has been added to the staff recommendation that any plans for outdoor lighting be submitted to the Planning Division prior to construction
- *Considerations relating to utility easements, drainage, and other engineering questions.* The applicant will be required to comply with the requirements of the Engineering Division, including providing a stormwater pollution prevention plan prior to issuance of a conditional use permit.
- *Considerations relating to prior development concept plan approval associated with any rezoning agreement, planned commercial or manufacturing rezoning, or planned residential unit development approval.* The property on which the expansion is proposed is not tied to prior approvals given by the county.

The applicant has also provided an anticipated phasing plan (**Exhibit B**) spanning three years. The first phase will include the new ski lift and trails A01, A03, A07, A11, A12, A14, A19, A20, as well as snowmaking areas A12, A19, A20. The second phase will include trails A02, A04, A05, A08, A13, A15, A16, A17, A18, and snowmaking areas A01 and A11. The third phase will include trails A06, A09, A10, and snowmaking area A03 and A07.

Review Agencies: The conditional use permit will not be issued until all review agencies including the Weber Fire District, Weber Morgan Health Department approve of the project. The County Engineering Division has given a conditional approval of this project.

Summary of Planning Commission Considerations

In order for a conditional use to be approved it must meet the requirements of applicable ordinances listed in this staff report, which include the requirements listed in LUC §108-4-4, under “Decision Requirements”, which states:

a) A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to substantially mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with the standards of this chapter, or relevant standards or requirements of any other chapter of this Land Use Code. When considering any of the standards, the land use authority shall consider the reasonably anticipated detrimental effects of the proposed use in the context of current conditions and, to the extent supported by law, the policy recommendations of the applicable general plan.

b) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

The Planning Commission will need to determine if the request for a snowmaking and ski run expansion has met the requirements of the applicable Uniform Land Use Code of Weber County. The Planning Commission may impose additional conditions in order to ensure full compliance with the required standards. In making a decision, the Planning Commission should consider the following questions:

- Does the submittal meet the Uniform Land Use Code of Weber County? If no, then what conditions could be added in order to comply?
- Have the "Decision Requirements" and other applicable ordinances been met?

Staff Recommendation

The Planning Division recommends approval of file# CUP 2020-03. This recommendation for approval is subject to all review agency requirements and with the following conditions:

1. Prior to receiving a conditional use permit, the applicant shall provide a geologic hazards study that addresses geologic hazards and their potential impacts to the proposed use, the site, and surrounding areas. The applicant will be required to follow recommendations of the hazards report in order to mitigate the harmful impacts of geologic hazards.
2. Prior to receiving a conditional use permit, the applicant shall provide an avalanche mitigation plan to be reviewed and approved by the review agencies.
3. Structures, accessory structures, roads, or parking areas shall not be developed or located within 50 feet from the high water mark of the natural ephemeral stream located on the property.
4. All private parking facilities must be improved with a hard surface such as concrete or asphalt and must be sloped and graded to prevent drainage of stormwater onto adjacent properties. Sec. 108-8-7(d)(6).
5. Any plans for outdoor lighting must be submitted to the Planning Division for review and approval prior to construction.
6. New runs that are cleared must be re-seeded with a seed mix approved by the forest service to help hold the soil in place. Re-seeded areas must be clear of noxious weeds.

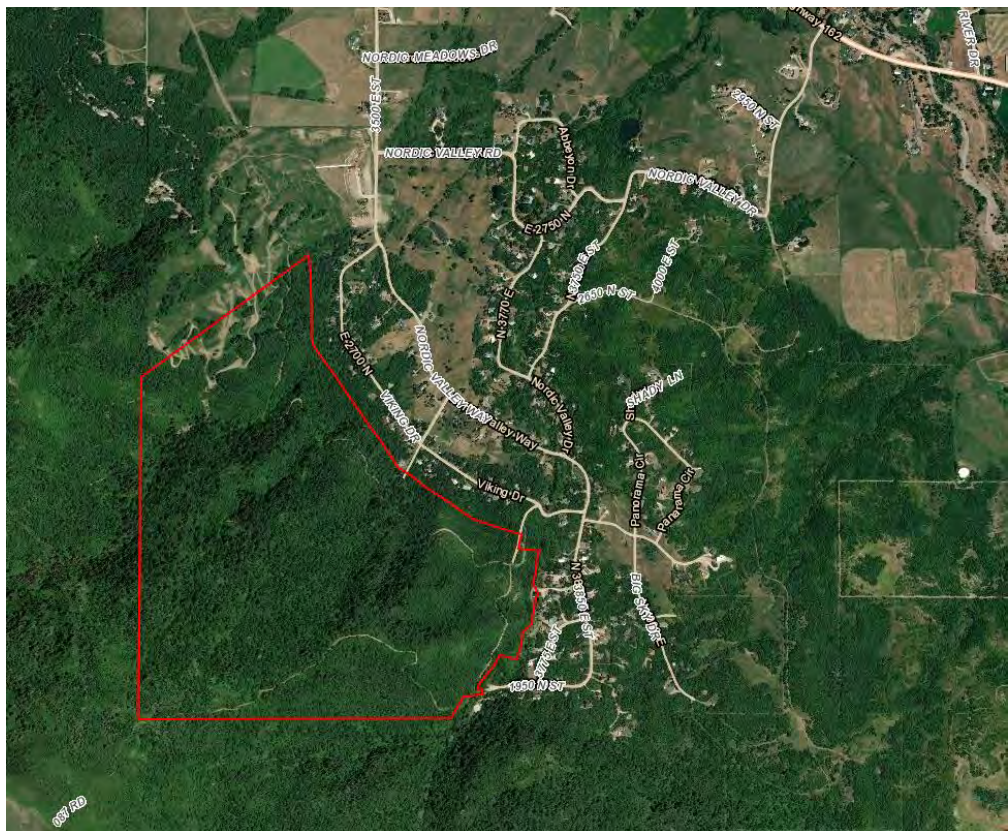
This recommendation is based on the following findings:

1. The proposed use conforms to the Ogden Valley General Plan.
2. The proposed use, if conditions are imposed, will not be detrimental to public health, safety, or welfare.
3. The proposed use, if conditions are imposed, will comply with applicable County ordinances.
4. The proposed use will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses.

Exhibits

- A. Application and narrative
- B. Site Plan
- C. Lift terminal images

Map 1



Weber County Conditional Use Permit Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed	Fees (Office Use)	Receipt Number (Office Use)	File Number (Office Use)
Property Owner Contact Information			
Name of Property Owner(s) Skyline Mountain Base, LLC		Mailing Address of Property Owner(s) PO Box 689 Eden, UT 84310	
Phone 801-917-7654	Fax		
Email Address laurent.jouffray@gmail.com		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Mail	
Authorized Representative Contact Information			
Name of Person Authorized to Represent the Property Owner(s) James H. Coleman, Manager of NV Recreation LP "Tenant"		Mailing Address of Authorized Person PO Box 17000 Durango, CO 81302	
Phone 970-426-7242	Fax		
Email Address james@mcp.ski		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	
Property Information			
Project Name Lift 5 & Snowmaking Expansion Project		Total Acreage	Current Zoning
Approximate Address 3567 Nordic Valley Way Eden, UT 84310		Land Serial Number(s) 22-029-0010	
Proposed Use Ski Resort			
Project Narrative Nordic Valley would like to expand its snowmaking and lift network to include an additional aerial lift (Lift 5) and snowmaking coverage that will allow guests to access more moderate terrain on the eastern portion of the mountain. The proposed snowmaking expansion would include a 28,000 L.F. line that would allow coverage of up to 50 additional acres (see map exhibit attached).			

Basis for Issuance of Conditional Use Permit

That the proposed use of the particular location is necessary or desirable to provide a service or facility which will contribute to the general well being of the community:

Through this project, the expansion of the Nordic Valley lift and terrain network will not only allow Nordic Valley to meet and increase its lift service demands, but also more efficiently balance its current uphill lift and downhill trail volumes...which will reflect favorably on the overall guest experience. And, with the addition of snowmaking coverage as depicted on the attached map, Nordic Valley will be able to minimize the impact of low natural snow falls and offer a more consistent product to its customers.

That such use will not, under the circumstances of the particular case and the conditions imposed, be detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community, but will be compatible with and complimentary to the existing surrounding uses, buildings and structures when considering traffic generation, parking, building design and location, landscaping and signs:

The proposed project will allow for an improved guest experience for the surrounding communities and will compliment and improve the existing ski operations at Nordic Valley.

That the proposed use will comply with the regulations and conditions specified in this Ordinance for such use:

The proposed project will comply with the regulations and conditions of the applicable ordinances for this site, including General Provisions, Zoning and Conditional Use Permit. Nordic Valley currently holds a conditional use permit with Weber County and is submitting this proposal as an amendment to the existing CUP. This improvement project fits well within the scope of normal ski resort activity.

That the proposed use conforms to the goals, policies and governing principles and land use of the General Plan for Weber County:

This project fits within the Weber County General Plan to pursue recreational development opportunities with existing and future recreation resorts in the Ogden Valley planning area.

Provide documentation that explains how much water is needed to supply the snowmaking expansion.

This year Nordic Valley used about 7 million gallons of water for snowmaking or about 21.5 acre feet. This covers 31 acres of snowmaking. With this expansion we will be adding 33 acres of snowmaking, doubling to 64 acres. Based on our current usage this would require 14.5 million gallons or about 45 acre feet of water which is within our current rights of 47 acre feet. We will stay within our water rights by monitoring our water usage and when lack of snow requires more water we will actively manage the amount of water we use per acre and reduce the number of trails with snowmaking.

Provide proof of sufficient water.

Nordic Valley Recreation currently has rights to 47 acre feet of water. These rights come from 2 separate leases. The first lease is with our partners Skyline Mountain Base via Weber Basin Water Conservancy District, contract 41103 for 37 acre feet. The second is a lease with Nordic Valley Land Associates for 10 acre feet of water via change application a32145. The 47 acre feet of consumptive use is more than sufficient. Please see the attached map that shows where snow will be made with our existing water rights.

Explain how much parking will be needed to accommodate the increase in guests/employees.

Currently Nordic Valley parks roughly 462 cars on our peak days with no parking staff. By adding a dedicated parking team and improving our snow removal process we will be able to increase our car count by roughly 35% for a total of 625 cars with no infrastructure changes. This aligns nicely as we believe the new lift and additional terrain will increase visits by 30% over the next several years. It is important to note that the peak days are only a few weekends and holidays. A majority of the time our parking lots are underutilized. With the new lift and online dynamic pricing we will aggressively target weekday skiers to better utilize our parking lots and other facilities while slowing the growth on our peak days.

Please include the anticipated number of employees.

It is anticipated that Nordic Valley will have to hire an additional 10 employees, at a minimum, in response to the new lift and terrain. These will be Lift Operators, Ski Patrol, Parking, and Snowmaking employees. There will be many more employees hired over the summer months for the trail, lift and snowmaking implementation.

Provide a phasing plan (a site plan that shows the general area of each phase).

Year 1:

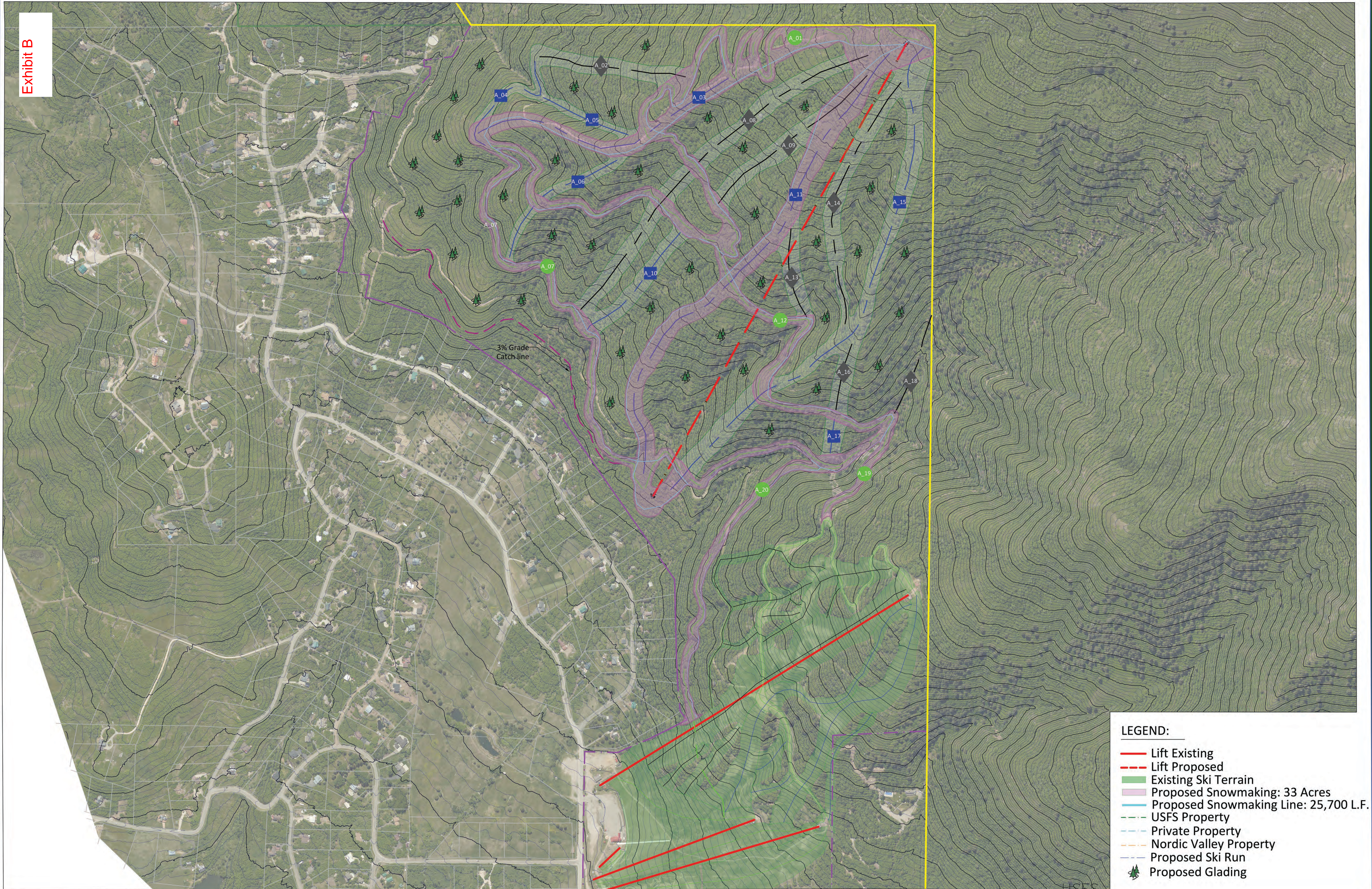
- New Lift
- Trails A01, A03, A07, A11, A12, A14, A19, A20
- Snowmaking A12, A19, A20

Year 2:

- Trails A02, A04, A05, A08, A13, A15, A16, A17, A18
- Snowmaking A01, A11

Year 3:

- Trails A06, A09, A10
- Snowmaking A03, A07









Staff Report to the Ogden Valley Planning Commission

Weber County Planning Division

Synopsis

Application Information

Application Request:	Consideration and action on a request for preliminary and final approval of Monastery Cove Phase 2, consisting of nine lots, with a request for alternative access approval.
Type of Decision	Administrative
Agenda Date:	Tuesday, March 03, 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	South:	Grassland
East:	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)

Background

The applicant is requesting preliminary and final approval of phase 2 of Monastery Cove Subdivision that will have its sole access from Artist Way. The public right-of-way extended from Artist Way will be 60 feet wide. During staff's review, a right-of-way connection to 9400 East was considered, however, due to the road (9400 E) being private and there not being sufficient width at this time, the planning staff is not requiring a road connection to 9400 East. However, at its discretion, the Planning Commission may require a dedicated right-of-way to extend to the adjacent property (LUC 106-2-1).

In conjunction with the request for subdivision approval, the applicant is requesting approval of an alternative access to connect lot 208 to the rest of the development. The alternative access option was created as a means for landowners to provide access over, and across areas that restrict the construction of a standard County 66-foot right-of-way. Alternative access applications should be approved as long as the design standards can be implemented, and the application meets the criteria in LUC §108-7-31(1)(c) which states:

Based on substantial evidence, it shall be shown that it is unfeasible or impractical to extend a street to serve such a lot/parcel. Financial adversity shall not be considered; however, circumstances that may support an approval of a private

right-of-way/access easement as access to a lot/parcel may include but not be limited to unusual soil, topographic, or property boundary conditions.

See **Exhibit E** for the narrative describing site conditions that would justify approval of an Alternative Access. Also, see Exhibit E for the construction plan indicating compliance with safety, design, and lot standards.

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 G. 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 F.

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. The dedication plat 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 as shown in Exhibit G.

Operational Wells: Lot number 207 and 209 contain functioning wells. The owner has provided a Well Driller Report attached as Exhibit B.

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 D. 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: If this proposal is approved, the applicant will be required to 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 narrative describing circumstances that meet the criteria to create two alternative accesses that will provide access to lots that would otherwise require a dedicated right of way is attached as **Exhibit E**.

Block Length: Section (106-2-3 Blocks) requires, generally, that the formation of blocks shall be between 500 and 1300 feet. “Blocks over 800 feet in length may, at the discretion of the planning commission, be provided with a dedicated walkway through the block at approximately the center of the block. Such a walkway shall be not less than six feet in width.”

Relation to Adjoining Street System: Section (106-2-1 a) “The arrangement of streets in new subdivisions shall make provision for the continuation of the existing streets in adjoining areas (or their proper protection where adjoining land is not subdivided) insofar as such may be deemed necessary by the planning commission for public requirements. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their own land and seek to provide for convenient access to it.”

Improvements Required: Under LUC 106-4-2 (a)(3)“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:”

1. That a well permit must be obtained;
2. The time it may take to obtain the permit;
3. The well must be drilled;
4. Water quality to be satisfactory; and
5. Water quantity to be sufficient as required by the Weber County Health Department before a building permit can be obtained.

If well permits cannot be obtained, the lot will no longer be deemed a buildable lot.

The staff has included as a condition of approval that a covenant to run with the land shall be recorded which advises new lot owners of the well requirements before a building permit can be obtained.

Review Agencies: The Engineering Department requires that the public roads and private accesses be constructed in conformity with all applicable design and safety standards. 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 will require an easement agreement for the alternative access colored green in Exhibit E.

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

Staff Recommendation

Staff recommends preliminary and final approval of Monastery Cove Phase 2, consisting of nine lots, with a request for alternative access approval based on the following conditions:

1. The culvert sizing calculations for the seasonal drainage crossing shall be submitted to Weber County Engineering.
2. Construction of the alternative accesses shall follow all safety, design, and lot requirements of LUC 108-7-29 through 108-7-32.
3. Prior to final approval from the County Commission, all subdivision improvements must be installed or escrowed for.
4. 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.
5. 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.

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. Monastery Cove Phase 2 Plat
- B. Well driller report
- C. Weber Basin Water Allocation Letter
- D. Septic Feasibility Letters for 9 lots (Phase 2)
- E. **Alternative access narrative**
- F. Geologic Reconnaissance select pages
- G. Petitions to Weber Basin for the allotment of water



WELL DRILLER'S REPORT

State of Utah
Division of Water Rights

For additional space, use "Additional Well Data Form" and attach

RECEIVED
SEP 19 2006
WATER RIGHTS
SALT LAKE

Well Identification

Exchange Application: E4717 (35-11997)

WIN: 35658

Owner

Note any changes

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

Contact Person/Engineer: _____

Well Location

Note any changes

N 233 W 1366 from the E4 corner of section 28, Township 6N, Range 2E, SL B&M

Location Description: (address, proximity to buildings, landmarks, ground elevation, local well #)

Drillers Activity

Start Date: MAY-11-2006

Completion Date: SEPTEMBER-2-2006

Check all that apply: ☒ New ☐ Repair ☐ Deepen ☐ Clean ☐ Replace ☐ Public Nature of Use: _____

If a replacement well, provide location of new well. _____ feet north/south and _____ feet east/west of the existing well.

DEPTH (feet) FROM	TO	BOREHOLE DIAMETER (in)	DRILLING METHOD	DRILLING FLUID
0'	30'	12" INCH	CABLE TOOL	WATER
0'	170'	10" INCH	CABLE TOOL	WATER
0'	391'	8" INCH	CABLE TOOL	WATER

Well Log

DEPTH (feet) FROM	TO	WATER	P R O B E	UNCONSOLIDATED						ROCK TYPE	COLOR	DESCRIPTION AND REMARKS (e.g., relative %, grain size, sorting, angularity, bedding, grain composition density, plasticity, shape, cementation, consistency, water bearing, order, fracturing, mineralogy, texture, degree of weathering, hardness, water quality, etc.)
				C L A Y	S A N D	G R A V E L	C O B B L E S	B O U L D E R	O T H E R			
0'	2'								X		BLACK	TOP SOIL
2'	26'						X	X	X		BROWN	LARGE COBBLES, BOULDERS
26'	104'			X		X	X	X			BROWN	LARGE COBBLES, BOULDERS
104'	109'			X		X	X	X			BROWN	LARGE COBBLES, BOULDERS
109'	115'			X							BROWN	
115'	191'			X		X	X	X			BROWN	LARGE COBBLES, BOULDERS
191'	210'			X		X	X	X			BROWN	SANDY CLAY, GRAVEL
210'	234'			X		X	X				BROWN	SANDY CLAY, COBBLES
234'	271'			X		X	X				BROWN	SANDY CLAY, BOULDERS
271'	278'								X		BROWN	SHALE SHELF

Static Water Level

Date AUGUST-23-2006 Water Level 24' feet Flowing? ☐ Yes ☒ No

Method of Water Level Measurement PROBE If Flowing, Capped Pressure _____ PSI

Point to Which Water Level Measurement was Referenced GROUND Elevation _____

Height of Water Level reference point above ground surface _____ feet Temperature _____ degrees ☐ C ☐ F

Well Log

Page 2 of 2

Exchange Application: E4717 (35-11997)

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

Contact Person/Engineer:

N 233 W 1366 from the E4 corner of section 28, Township 6N, Range 2E, SL B&M

[illegible]

Page 7 of 31

Construction Information

DEPTH (feet)		CASING			DEPTH (feet)		<input type="checkbox"/> SCREEN	<input checked="" type="checkbox"/> PERFORATIONS	<input checked="" type="checkbox"/> OPEN BOTTOM
FROM	TO	CASING TYPE AND MATERIAL GRADE	WALL THICK (in)	NOMINAL DIAM. (in)	FROM	TO	SCREEN SLOT SIZE OR PERF SIZE (in)	SCREEN DIAM. OR PERF LENGTH (in)	SCREEN TYPE OR NUMBER PERF (per round/interval)
0'	30'	STEEL	.375	12" inch	376'	386'	6"	1/4	9 perforations total
0'	170'	STEEL	.365	10" inch					
0'	391'	STEEL	.250	8" INCH	SHOTS-	207'-208'-213'-214'			
						247'-248'-253'-254'			

Well Head Configuration: WELDED CAPAccess Port Provided? ☐ Yes ☒ NoCasing Joint Type: WELDEDPerforator Used: TORCH CUT-SHOTSWas a Surface Seal Installed? ☐ Yes ☒ No

Depth of Surface Seal: _____ feet

Drive Shoe? ☒ Yes ☐ No

Surface Seal Material Placement Method: _____

Was a temporary surface casing used? ☒ Yes ☐ No If yes, depth of casing: 30' feet diameter: 12" inches

DEPTH (feet)		SURFACE SEAL / INTERVAL SEAL / FILTER PACK / PACKER INFORMATION		
FROM	TO	SEAL MATERIAL, FILTER PACK and PACKER TYPE and DESCRIPTION	Quantity of Material Used (if applicable)	GROUT DENSITY (lbs./gal., # bag mix, gal./sack etc.)
		USED DYNAMITE AT 271'-278'-315'-321'		

Well Development and Well Yield Test Information

DATE	METHOD	YIELD	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		
8-25-06	PUMP TEST	15	X		370'	44 HOURS

Pump (Permanent)Pump Description: JACUZZIHorsepower: 7 1/2 Pump Intake Depth: 374' feetApproximate Maximum Pumping Rate: 40 GPMWell Disinfected upon Completion? ☐ Yes ☒ No**Comments**

Description of construction activity, additional materials used, problems encountered, extraordinary Circumstances, abandonment procedures. Use additional well data form for more space.

PUMP TESTED WELL @ 15 GPM FOR 20 HOURS, OPENED VALVA TO 17.50GPM FOR 35 MINUTES, DRAW DOWN FROM 329' TO 367'. LEVELED OFF AT 370' @ 15 GPM FOR 24 HOURS. WELL DRILLED VERY HARD FROM START TO FINISH.

Well Driller Statement

This well was drilled and constructed under my supervision, according to applicable rules and regulations, and this report is complete and correct to the best of my knowledge and belief.

Name SUTTON DRILLINGLicense No. 654

Signature

Robert L Sutton

Date

9-14-06



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

December 20, 2019



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

RE: Preliminary Subdivision **Determination**
Monastery Cover Phase 2, 8 buildable lots
Parcel #21-037-0014
Soil log #1864

Gentlemen:

The soil and percolation information for the above-referenced lot have been reviewed. Culinary water will be provided by Huntsville Water Improvement District, an approved water system. **A letter from the water supplier is required prior to issuance of a 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 a Conventional Wastewater Disposal System as a means of wastewater disposal. Maximum trench depth is limited to 18 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.

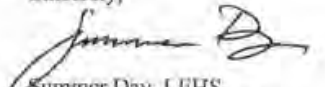
Plans for the construction of any wastewater disposal system are to be prepared by a Utah State certified individual and submitted to this office for review prior to the issuance of a Wastewater Disposal permit.

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

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



October 31, 2019

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

RE: Curtis Hyde Property
9379 E 1800 S, Huntsville
Parcel #21-037-0032
Soil log #14902

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.

DESIGN REQUIREMENTS

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.

Absorption Area Restriction:

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 shown on the attached map as requiring water table monitoring. It must also maintain a 100 foot separation from an area believed to have high ground water.

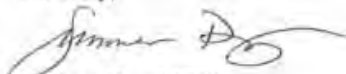
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Sincerely,


Summer Day, LEHS
Environmental Health Division
801-399-7160

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

Alternative access design and narrative

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.

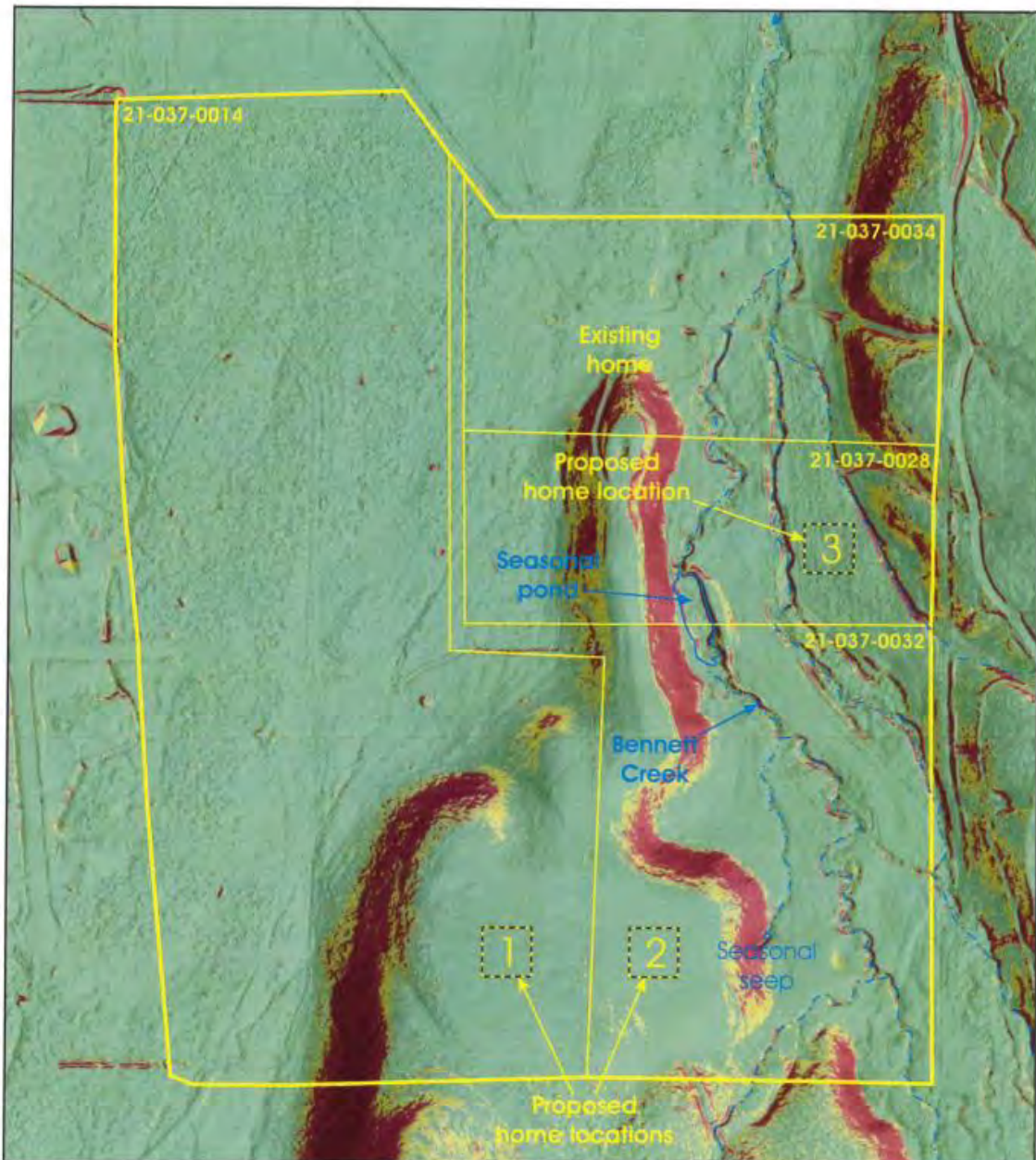
CONCLUSIONS AND RECOMMENDATIONS

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.

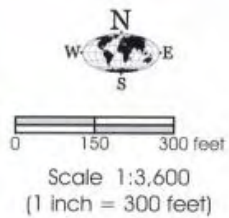
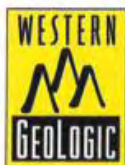
We recommend the following:

- **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.

- 
- **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

E# 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

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

E&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

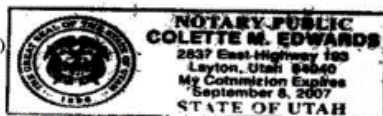
B&H Investment Properties LLC
110 West 1700 North
Centerville, UT 84014
 Address

STATE OF Utah)
 : ss.
 COUNTY OF Davis)

On the 7th 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



(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

OK

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, 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.

Bf#

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, Yenda J 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

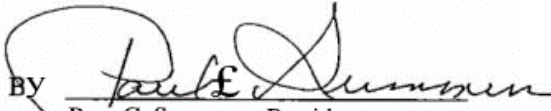
K R Seade
NOTARY PUBLIC SIGNATURE

ORDER ON PETITION

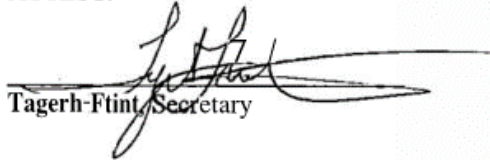
DUE NOTICE having been given and hearing had, IT IS ORDERED that the foregoing petition of Eden Development Group LLC be granted and an allotment of 25.00 acre-feet of water is hereby made to the lands therein described, upon the terms, at the rates, and payable in the manner as in said petition set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

DATED this 1 day of August, 2019.

WEBER BASIN WATER CONSERVANCY DISTRICT

BY 
Pam C. Summers, President

ATTEST:


Tagerh-Flint, Secretary



-7/15/2019

8/9.

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 SOUTHLINE OF COUNTY ROAD, THENCE NORTH 89D19' EAST 41.89 FEET TO BEGINNING.