



## Staff Report to the County Commission

Weber County Planning Division

### Synopsis

#### Application Information

**Application Request:** Consideration and action on a request for final approval of Lilac Estates PRUD, consisting of 24 units.  
**Agenda Date:** Tuesday, March 22, 2022  
**Applicant:** Mel Peterson (Authorized Representative) Val Sanders (Owner)  
**File Number:** LVH 091521

#### Property Information

**Approximate Address:** 2900 S 3500 W, Ogden  
**Project Area:** 15.75 Acres  
**Zoning:** A-2  
**Existing Land Use:** Residential/Agricultural  
**Proposed Land Use:** Residential/Agricultural  
**Parcel ID:** 15-087-0013, 15-087-0015  
**Township, Range, Section:** T6N, R2W, Sections 33

#### Adjacent Land Use

**North:** Agricultural/Residential  
**East:** Agricultural  
**South:** Agricultural  
**West:** Agricultural

#### Staff Information

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

### Applicable Land Use Codes

- Title 101 (General Provisions) Chapter 1 (Definitions)
- Title 104 (Zones) Chapter 5 (A-2 Zone)
- Title 106 (Subdivisions) Chapter 1 (General Provisions) Section 5 (Final Plat Requirements)
- Title 108 (Standards) Chapter 5 (Planning Residential Unit Development)

### Development History

4/13/2021 – Western Weber Planning Commission recommended approval of Val Sanders PRUD (CUP2021-01).

6/15/2021 – Weber County Commission approved the conditional use permit for the PRUD.

9/15/2021 – Val Sanders applied for subdivision approval of Lilac Estates PRUD.

10/12/2021 – Lilac Estates Subdivision is granted preliminary subdivision approval from the Planning Commission.

2/8/2022 – Lilac Estates received a positive recommendation from the Planning Commission for final approval. \

3/22/2022 – Final Approval for Lilac Estates was considered by the Planning Commission.

### Background and Summary

The applicant is requesting final approval of Lilac Estates Subdivision consisting of 23 townhome units and a single-family dwelling lot. The proposal includes 15 storage units that are to be used by the families who reside in the

townhomes. Culinary water will be provided by Taylor West Weber Water District and sewer service will be provided by Central Weber Sewer.

This report includes a Subdivision Improvement Agreement with an escrow certificate for \$711,663.28 (see Exhibit B).

The following is an analysis of the project against the county's land-use codes.

## Analysis

**General Plan:** The proposal conforms to the West Central Weber County General Plan by supporting agriculture and encouraging residential development with agricultural open space.

**Zoning:** The subject property is located in the Agricultural A-2 Zone.

The purpose and intent of the A-2 zone are identified in the LUC §104-2 as:

*The A-2 Zone is both an agricultural zone and a low-density rural residential zone. The purpose of the A-2 Zone is to designate moderate-intensity farming areas where agricultural pursuits and the rural environment should be promoted and preserved where possible.*

**Culinary water:** Taylor West Weber Water provided a final letter of feasibility with a list of conditions. One of the conditions is that the developer installs a pressurized irrigation water system following specifications from Hooper Irrigation and that the plat includes a signature block for Taylor West Weber Water District.

**Sanitary Sewage Services:** The annexation of Lilac Estates into the Central Weber Sewer District is complete.

**Lot area, frontage/width and yard regulations:** The purpose and intent of a Planned Residential Unit Development (PRUD) is to "allow for diversification in the relationship of various uses and structures to their sites and to permit more flexibility of such sites and to encourage new and imaginative concepts in the design of neighborhood and housing projects in urbanizing areas."

The proposal includes 23 townhomes. The units are proposed to be multi-level, with a footprint of approximately 1,100 square feet. The units are three bedrooms two and a half bathrooms each.

This proposal also includes one single-family dwelling unit which is the existing home of the owner. The existing unit will be located on approximately 63,000 square feet. The proposed townhomes and single-family units are proposed to be no greater than 35 feet in height, which is the zoning height maximum. The proposed site plan and lot layout were approved by the County Commission during their approval of the conditional use permit on June 15, 2021.

**Additional Design Standards:** A 50% Bonus Density was already awarded the CUP2021-01 approval.

1. A 20 percent bonus was granted for providing a 5-foot pathway along 3500 W, as well as trees and street lights.
2. A 25 percent bonus for preserving 75% open space.
3. A 5 percent bonus for an agricultural parcel with an agricultural-based open space preservation plan.

The agricultural open space will remain privately owned and leased for farming. The common area space surrounding the town-home development will be owned and maintained by the HOA.

**Public Road Infrastructure:** The proposal includes a 5-foot sidewalk along 3500 W. An interior alleyway that is 26 feet wide will provide access to the 23 townhome units. Each unit will have a one-car garage and two paved parking spaces in front of each unit. A snow storage area is shown on the landscaping plan at the north end of the project. There will also be a 26-foot wide drive that leads to the gravel parking area for storage unit staging and access.

**Review Agencies:** The Planning Division has added their remaining requirements as conditions of approval.

## Staff Recommendation

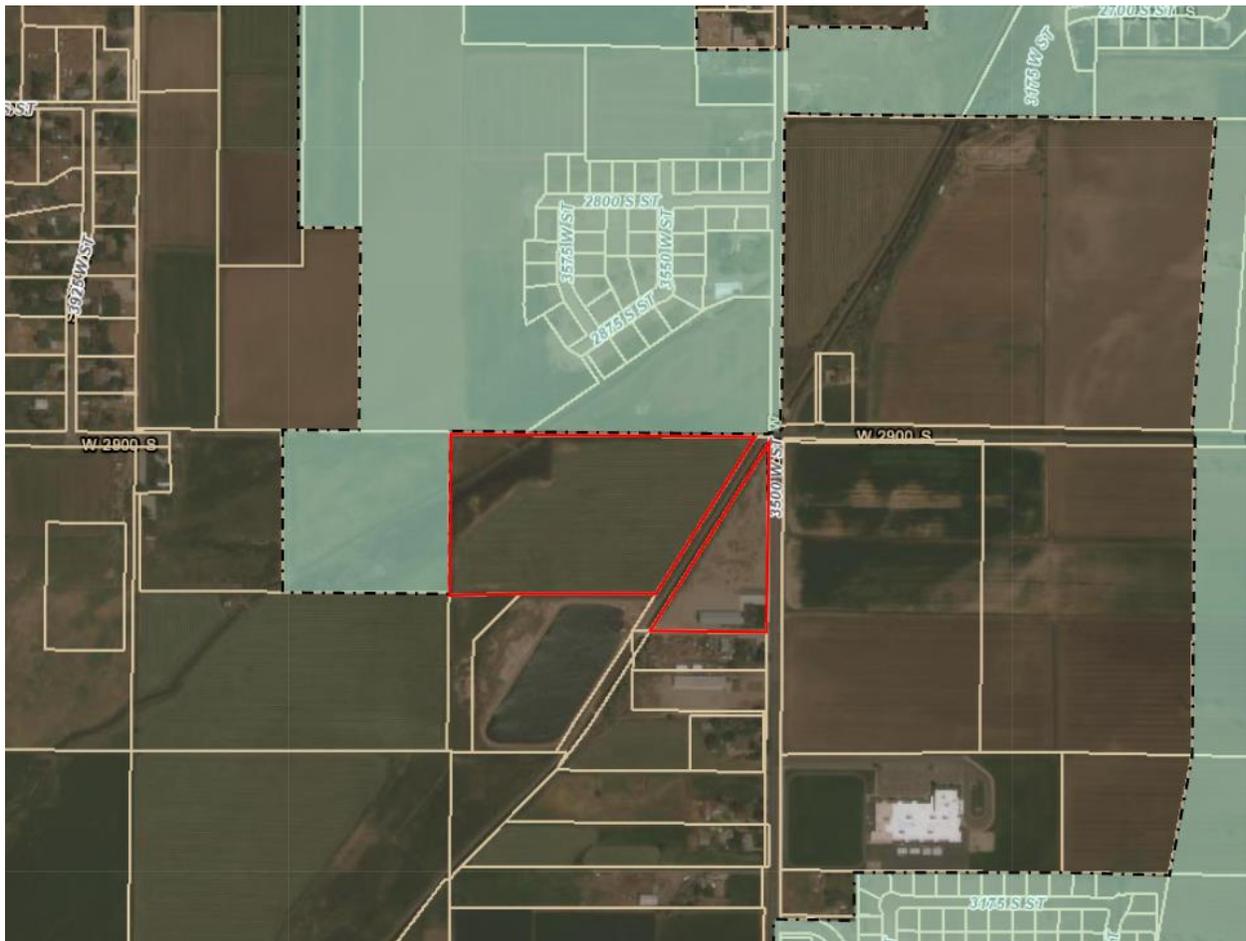
Staff recommends final approval of Lilac Estates PRUD Subdivision consisting of 24 units, and a 10.79-acre open space agricultural parcel. This recommendation is based on the following findings:

1. The proposed subdivision complies with the West Central Weber County General Plan.
2. The proposed subdivision complies with the applicable County codes.

## Exhibits

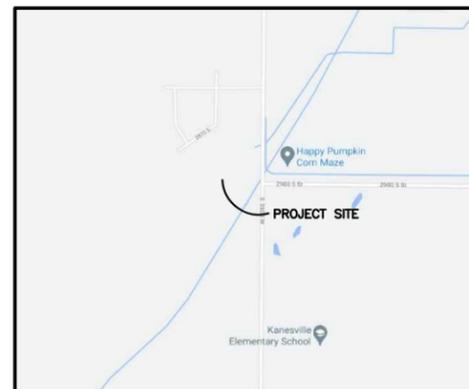
- A. Lilac Estates PRUD Subdivision Plat
- B. Subdivision Improvement Agreement

## Area Map



# LILAC ESTATES PRUD

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY  
WEBER COUNTY, UTAH  
MARCH, 2022



VICINITY MAP  
NOT TO SCALE

### NOTES

- ALL AREA NOT SHOWN AS PRIVATE UNIT, STORAGE UNIT, PRIVATE STREET, LIMITED COMMON AREA, AND AGRICULTURAL PARCEL IS CONSIDERED COMMON AREA.
- ALL COMMON AREA IS CONSIDERED PUBLIC UTILITY EASEMENT.
- ALL TIES TO PRIVATE UNITS ARE PERPENDICULAR TO BOUNDARY.

### BASIS OF BEARINGS

THE BASIS OF BEARINGS IS THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, SHOWN HEREON AS N00°55'26"E.

### NARRATIVE

THE PURPOSE OF THIS PLAT IS TO DIVIDE THE BELOW DESCRIBED PROPERTY INTO PRIVATE UNITS, PRIVATE STREETS, LIMITED COMMON AREA, COMMON AREA, AND AN AGRICULTURAL PARCEL AS SHOWN. THE WEST LINE WAS PLACED ALONG AN EXISTING FENCE AND THE EXTENSION THEREOF. THE LINES ADJACENT TO THE HOOPER IRRIGATION PARCEL WERE PLACED ALONG THE DEED, WHICH MATCHES CLOSELY WITH A FOUND JUB REBAR AND CAP FOR WHICH NO SURVEY WAS FOUND. THE SOUTH LINE ADJACENT TO BL&C RANCH WAS PLACED ALONG THE NORTH LINE OF SAID BL&C RANCH. THE WEST LINE WAS PLACED ALONG THE LESS AND EXCEPTING PORTION FROM THAT WARRANTY DEED RECORDED AS ENTRY # 2824530. THE NORTH LINE WAS PLACED ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SECTION. ALL BOUNDARY CORNERS WERE SET WITH 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES".

### BOUNDARY DESCRIPTION

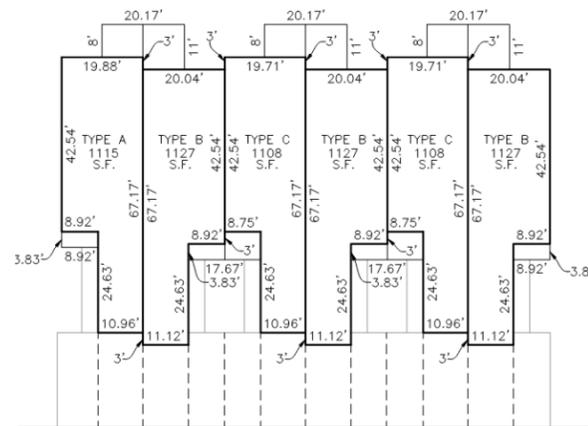
PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 3500 WEST STREET, SAID POINT BEING N89°08'48"W 40.00 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S00°55'26"W ALONG THE WESTERLY RIGHT OF WAY LINE OF 3500 WEST STREET, 824.47 FEET; THENCE N89°04'29"W 541.36 FEET; THENCE N32°48'36"E 194.60 FEET; THENCE N89°08'48"W 487.16 FEET; THENCE N00°51'12"E 475.39 FEET; THENCE S89°27'41"E 23.25 FEET; THENCE N03°06'45"E 183.31 FEET; THENCE S89°08'48"E 896.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 686,191 SQUARE FEET OR 15.753 ACRES MORE OR LESS.

### SITE INFO

PRIVATE ROAD = 16289 S.F. OR 0.374 ACRES  
BUILDINGS/UNITS = 39402 S.F. OR 0.905 ACRES  
STORAGE UNITS = 9450 S.F. OR 0.217 ACRES  
LIMITED COMMON AREA = 3182 S.F. OR 0.073 ACRES  
COMMON AREA = 162531 S.F. OR 3.731 ACRES  
AGRICULTURAL PARCEL = 455345 S.F. OR 10.453 ACRES



TYPICAL UNIT DETAIL  
NOT TO SCALE

**Developer:**  
Val Sanders  
P.O. Box 106  
Roy, UT. 84067  
(801) 710-9043

**WEBER COUNTY PLANNING COMMISSION APPROVAL**  
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE WEBER COUNTY PLANNING COMMISSION.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
CHAIRMAN, WEBER COUNTY PLANNING COMMISSION

**WEBER COUNTY ENGINEER**  
I HEREBY CERTIFY THAT THE REQUIRED PUBLIC IMPROVEMENT STANDARDS AND DRAWINGS FOR THIS SUBDIVISION CONFORM WITH THE COUNTY STANDARDS AND THE AMOUNT OF THE FINANCIAL GUARANTEE IS SUFFICIENT FOR THE INSTALLATION OF THESE IMPROVEMENTS.  
  
\_\_\_\_\_  
WEBER COUNTY ENGINEER

**WEBER COUNTY COMMISSION ACCEPTANCE**  
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT, THE DEDICATION OF STREETS AND OTHER PUBLIC WAYS AND FINANCIAL GUARANTEE OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION, THEREON ARE HEREBY APPROVED AND ACCEPTED BY THE COMMISSIONERS OF WEBER COUNTY, UTAH.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
CHAIRMAN, WEBER COUNTY COMMISSION  
  
\_\_\_\_\_  
ATTEST TITLE

**WEBER COUNTY SURVEYOR**  
I HEREBY CERTIFY THAT THE WEBER COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT AND ALL CONDITIONS FOR APPROVAL BY THIS OFFICE HAVE BEEN SATISFIED. THE APPROVAL OF THIS PLAT BY THE WEBER COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTED THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
WEBER COUNTY SURVEYOR

**WEBER COUNTY ATTORNEY**  
I HAVE EXAMINED THE FINANCIAL GUARANTEE AND OTHER DOCUMENTS ASSOCIATED WITH THIS SUBDIVISION PLAT, AND IN MY OPINION THEY CONFORM WITH THE COUNTY ORDINANCE APPLICABLE THERETO AND NOW IN FORCE AND AFFECT.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
WEBER COUNTY ATTORNEY

**WEBER-MORGAN HEALTH DEPARTMENT**  
I HEREBY CERTIFY THAT THE SOILS, PERCOLATION RATES, AND SITE CONDITIONS FOR THIS SUBDIVISION HAVE BEEN INVESTIGATED BY THIS OFFICE AND ARE APPROVED FOR ON-SITE WASTEWATER DISPOSAL SYSTEMS.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
DIRECTOR, WEBER-MORGAN HEALTH DEPARTMENT

**Weber County Recorder**  
Entry No. \_\_\_\_\_ Fee Paid \_\_\_\_\_  
Filed For Record \_\_\_\_\_  
And Recorded, \_\_\_\_\_  
At \_\_\_\_\_ In Book \_\_\_\_\_  
Of The Official Records, Page \_\_\_\_\_  
Recorded For: \_\_\_\_\_  
  
\_\_\_\_\_  
Weber County Recorder  
\_\_\_\_\_  
Deputy.

**SURVEYOR'S CERTIFICATE**  
I, **TREVOR J. HATCH**, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF **LILAC ESTATES PRUD** IN **WEBER COUNTY**, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE **WEBER COUNTY** RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF **WEBER COUNTY** CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.  
  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
9031945  
UTAH LICENSE NUMBER

**OWNERS DEDICATION AND CERTIFICATION**  
WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO PRIVATE UNITS, PRIVATE STREETS, COMMON AREA, LIMITED COMMON AREA, AND AN AGRICULTURAL PARCEL AS SHOWN ON THE PLAT AND NAME SAID TRACT **LILAC ESTATES PRUD**, AND DEDICATE AND RESERVE UNTO THEMSELVES, THEIR HEIRS, THEIR GRANTEEES AND ASSIGNS, A RIGHT-OF-WAY TO BE USED IN COMMON WITH ALL OTHERS WITHIN SAID SUBDIVISION (AND THOSE ADJOINING SUBDIVISIONS THAT MAY BE SUBDIVIDED BY THE UNDERSIGNED OWNERS, THEIR SUCCESSORS, OR ASSIGNS) ON, OVER AND ACROSS ALL THOSE PORTIONS OR PARTS OF SAID TRACT OF LAND DESIGNATED ON SAID PLAT AS PRIVATE STREETS (PRIVATE RIGHTS-OF-WAY) AS ACCESS TO THE INDIVIDUAL LOTS, TO BE MAINTAINED BY A LOT (UNIT) OWNERS ASSOCIATION WHOSE MEMBERSHIP CONSISTS OF SAID OWNERS, THEIR GRANTEEES, SUCCESSOR, OR ASSIGNS AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PUBLIC UTILITY AND STORM DRAIN EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINE, STORM DRAINAGE FACILITIES, IRRIGATION CANALS OR FOR THE PERPETUAL PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO DO HEREBY DEDICATE ALL COMMON AREA TO THE HOMEOWNERS ASSOCIATION AS PUBLIC UTILITY EASEMENT TO BE OWNED AND MAINTAINED BY THE SAME AND ALSO DO HEREBY DEDICATE TO WEBER COUNTY AN OPEN SPACE PRESERVATION EASEMENT OVER ALL AREAS LABELED AS AGRICULTURAL PARCEL AND ALSO DEDICATE TO THE HOMEOWNERS ASSOCIATION THE TRAIL EASEMENT TO BE OWNED AND MAINTAINED BY THE SAME.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
VAL J & WF JACKI D SANDERS

**ACKNOWLEDGMENT**  
STATE OF UTAH ) ss.  
COUNTY OF \_\_\_\_\_ )  
  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND \_\_\_\_\_) SIGNER(S) OF THE ABOVE OWNER'S DEDICATION AND CERTIFICATION, WHO BEING BY ME DULY SWORN, DID ACKNOWLEDGE TO ME \_\_\_\_\_ SIGNED IT FREELY, VOLUNTARILY, AND FOR THE PURPOSES THEREIN MENTIONED.  
  
\_\_\_\_\_  
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

**ACKNOWLEDGMENT**  
STATE OF UTAH ) ss.  
COUNTY OF \_\_\_\_\_ )  
  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_ (AND \_\_\_\_\_) BEING BY ME DULY SWORN, ACKNOWLEDGED TO ME THEY ARE \_\_\_\_\_ AND \_\_\_\_\_ OF SAID CORPORATION AND THAT THEY SIGNED THE ABOVE OWNER'S DEDICATION AND CERTIFICATION FREELY, VOLUNTARILY, AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES THEREIN MENTIONED.  
  
\_\_\_\_\_  
COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC

**TAYLOR WEST WEBER WATER DISTRICT**  
THIS IS TO CERTIFY THAT THIS SUBDIVISION PLAT WAS DULY APPROVED BY THE TAYLOR WEST WEBER WATER DISTRICT.  
SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
  
\_\_\_\_\_  
TAYLOR WEST WEBER WATER DISTRICT

**Project Info.**  
Surveyor: T. HATCH  
Designer: N. ANDERSON  
Begin Date: 6-30-2021  
Name: LILAC ESTATES  
Number: 3581-03  
Revision: \_\_\_\_\_  
Scale: 1"=50'  
Checked: \_\_\_\_\_

5160 S 1500 W, RIVERDALE, UTAH 84405  
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com

# LILAC ESTATES PRUD

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY  
WEBER COUNTY, UTAH  
MARCH, 2022



EAST QUARTER CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, FOUND WEBER COUNTY SURVEY BRASS CAP MONUMENT MARKED "2018" IN RING AND LID 8" BELOW GROUND

15-087-0011  
VAL J & JACKI D SANDERS  
REMAINDER PARCEL  
NOT APPROVED FOR DEVELOPMENT  
5.845 ACRES

AGRICULTURE PARCEL  
455345 S.F.  
10.453 ACRES

15-087-0028  
HOOPER IRRIGATION COMPANY

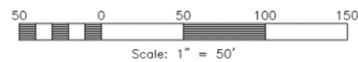
15-316-0001  
WAYNE A & BENETTE L SKOCELAS REVOCABLE LIVING TRUST

**LEGEND**

- = SECTION CORNER
- = SET 5/8" X 24" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = CENTERLINE MONUMENT
- = BOUNDARY LINE
- = LOT LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = ROAD CENTERLINE
- = EXISTING FENCE
- = PRIVATE UNITS
- = LIMITED COMMON AREA

**CURVE TABLE**

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C11	100.00'	56.04'	55.31'	28.77'	N73°17'42"W	32°06'22"



3500 WEST STREET

SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, FOUND WEBER COUNTY SURVEY BRASS CAP MONUMENT MARKED "2016" IN CONCRETE 7" BELOW GROUND

**Weber County Recorder**

Entry No. \_\_\_\_\_ Fee Paid \_\_\_\_\_  
 \_\_\_\_\_ Filed For Record  
 And Recorded, \_\_\_\_\_  
 At \_\_\_\_\_ in Book \_\_\_\_\_  
 Of The Official Records, Page \_\_\_\_\_  
 Recorded For: \_\_\_\_\_  
 \_\_\_\_\_ Weber County Recorder  
 \_\_\_\_\_ Deputy.

**Exhibit B**

**WEBER COUNTY  
IMPROVEMENTS GUARANTEE AGREEMENT**

**THIS AGREEMENT** (herein "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_,

**\*\*\*\*\* PARTIES \*\*\*\*\***

**"APPLICANT":** \_\_\_\_\_

a(n): \_\_\_\_\_ (corporation, limited liability company, partnership, individual).

address: \_\_\_\_\_ city: \_\_\_\_\_ state: \_\_\_ zip: \_\_\_\_\_

telephone: (\_\_\_\_) \_\_\_\_\_, facsimile: (\_\_\_\_) \_\_\_\_\_

**"COUNTY":** Weber County, a political subdivision of the State of Utah,  
2380 Washington BLVD, Ogden, UT 84401,  
(801) 399-8374.

**\*\*\*\*\* RECITALS \*\*\*\*\***

**WHEREAS**, APPLICANT desires to post the following improvement guarantee(s) (check):

- Off-site improvement guarantee
- On-site improvement guarantee

with the COUNTY for     **Lilac Estates PRUD**      
(description or name of Project)

located at     **Approximately 2900 S 3500 W, Ogden Utah**      
(address of Project)

**WHEREAS**, COUNTY ordinances require APPLICANT to guarantee the construction of certain improvements prior to either the recordation of the above described subdivision plat or the actual issuance of any permit(s) or approval(s) related to the above-described Project; and

**WHEREAS**, the terms of either the subject subdivision plat approval or the issuance of the subject permit(s)/approval(s) require APPLICANT to complete the following improvements, (herein "the Improvements") (check one and complete):

specified in Exhibit     **B**    , attached hereto and incorporated herein by this reference;

- or -

described as follows: \_\_\_\_\_; and

**WHEREAS**, COUNTY will not record the subject subdivision or grant the subject permit(s)/approval(s) until adequate provision has been made to guarantee completion of the Improvements and to warrant the Improvements shall be maintained and remain free from any defects or damage, which improvements and required warranty are estimated to cost the amount set forth herein, and which improvements shall be installed in accordance with the specifications of COUNTY, and inspected by COUNTY;

**NOW THEREFORE**, For good and valuable consideration, the parties agree as follows:

**\*\*\*\*\* TERMS AND CONDITIONS \*\*\*\*\***

1. **PURPOSE FOR AGREEMENT.** The parties hereto expressly acknowledge that the purpose of this Agreement is not only to guarantee the proper completion of the Improvements named herein, but also, among other things, to eliminate and avoid the harmful effects of unauthorized subdivisions and other land developments which may leave property or improvements improperly completed, undeveloped or unproductive.

2. **UNRELATED OBLIGATIONS OF APPLICANT.** The benefits and protection of the Proceeds specified herein shall inure solely to COUNTY and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. COUNTY shall not be liable to claimants or others for obligations of APPLICANT under this Agreement. COUNTY shall further have no liability for payment of any costs or expenses of any party who attempts to make a claim under this Agreement, and shall have under this Agreement no obligation to make payments to, give Notices on behalf of, or otherwise have obligations to any alleged claimants under this Agreement.

3. **AGREEMENT DOCUMENTS.** All data which is used by COUNTY to compute the cost of or otherwise govern the design and installation of the Improvements is hereby made a part of this Agreement, and is incorporated herein by this reference. This Agreement incorporates herein by reference any subject subdivision plat, plan, construction drawing, permit, condition of approval, and any and all other relevant data and specifications required by the Weber County Land Use Code.

4. **COMPLETION DATE.** APPLICANT shall complete the Improvements: (check one and complete)

within a period of   1    Year(s)  Months (check one) from the date this Agreement was entered into;

- or -

as specified in Exhibit \_\_\_\_\_ (Completion Schedule), attached hereto and incorporated herein by this reference.

5. **FEES.** APPLICANT agrees to pay all Fees required by COUNTY for the entire Project prior to the issuance of any subsequent permit or approval within the Project.

6. **SPECIFIC PERFORMANCE.** APPLICANT has entered into this Agreement with COUNTY for the purpose of guaranteeing construction of the Improvements and payment of the Fees. COUNTY shall be entitled to specifically enforce APPLICANT'S obligation under this Agreement to construct and install the Improvements in a manner satisfactory to COUNTY, and to pay the Fees.

7. **APPLICANT'S INDEPENDENT OBLIGATION.** APPLICANT EXPRESSLY ACKNOWLEDGES, UNDERSTANDS AND AGREES that its obligation to complete and warrant the Improvements and pay the Fees and fulfill any other obligation under this Agreement, COUNTY ordinances, or other applicable law is independent of any obligation or responsibility of COUNTY, either express or implied. APPLICANT agrees that its obligation to complete and warrant the Improvements and pay the Fees is not and shall not be conditioned upon the commencement of actual construction work in the subdivision or development or upon the sale of any lots or part of the subdivision or development. APPLICANT further acknowledges (a) that its contractual obligation to complete and warrant the Improvements and pay the Fees pursuant to this

Agreement is independent of any other remedy available to COUNTY to secure proper completion of the Improvements and payment of the Fees; (b) that APPLICANT shall not assert as a defense that COUNTY has remedies against other entities or has other remedies in equity or at law that would otherwise relieve APPLICANT of its duty to perform as outlined in this Agreement or preclude COUNTY from requiring APPLICANT'S performance under this Agreement; (c) that APPLICANT has a legal obligation, independent of this Agreement, to timely complete and pay for the Improvements in full and timely pay the Fees in full; and (d) should APPLICANT Default under this Agreement in any degree, APPLICANT agrees to compensate COUNTY for all costs, including Incidental Costs, related to APPLICANT'S failure to perform its obligation to complete and warrant the Improvements or pay the Fees to the extent that such costs are not adequately covered by the Proceeds ("Proceeds" defined in paragraph 10).

8. **INCIDENTAL COSTS.** "Incidental Costs", as used in this Agreement, shall mean engineering and architect fees, administrative expenses, court costs, attorney's fees (whether incurred by in-house or independent counsel), insurance premiums, mechanic's or materialmen's liens, and any other cost and interest thereon incurred by COUNTY, occasioned by APPLICANT'S Default under this Agreement.

9. **DEFAULT.** "Default," as used in this Agreement, shall mean, in addition to those events previously or subsequently described herein, a party's failure to perform, in a timely manner, any obligation, in whole or in part, required of such party by the terms of this Agreement or required by COUNTY ordinance or other applicable law. In addition, the following shall also be considered Default on the part of APPLICANT: APPLICANT'S abandonment of the Project, as determined by COUNTY; APPLICANT'S insolvency, appointment of a receiver, or filing of a voluntary or involuntary petition in bankruptcy; APPLICANT'S failure to file with COUNTY a renewed Financial Guarantee, as defined in paragraph 10, more than 60 days before a Financial Guarantee will expire, unless APPLICANT'S obligations have been terminated under paragraph 36(b); APPLICANT'S Escrow Repository's or Financial Institution's insolvency, appointment of a receiver, filing of a voluntary or involuntary petition in bankruptcy, or failure to perform under the terms of this agreement; the commencement of a foreclosure proceeding against the Project property; or the Project property being conveyed in lieu of foreclosure.

The occurrence of such shall give the other party or parties the right to pursue any and all remedies available at law, in equity, or otherwise available pursuant to the terms of this Agreement. Only the parties hereto are authorized to determine Default. Default shall not be declared prior to the other party receiving written notice.

10. **GUARANTEE OF IMPROVEMENTS.** APPLICANT hereby files, as an independent guarantee (herein "Financial Guarantee") with COUNTY for the purpose of insuring construction and installation of the Improvements and payment of the Fees, one of the following (check one and complete applicable information):

CASH CERTIFICATE, identified by the following:

Escrow Account: \_\_\_\_\_,

Escrow Account Repository: \_\_\_\_\_,

IRREVOCABLE LETTER OF CREDIT (herein the "Letter of Credit"), identified by the following:

Letter of credit account or number: \_\_\_\_\_,

Financial Institution: \_\_\_\_\_,

The Financial Guarantee shall be in the amount of one hundred ten percent (110%) of the County Engineer's Cost Estimate (see also Exhibit A attached hereto). The Escrow Certificate or Letter of Credit shall be issued in favor of COUNTY to the account of APPLICANT herein, in the amount of

**\$711663.28** (herein the "Proceeds"), and is made a part of this Agreement as Exhibit     C     (Escrow Certificate or Letter of Credit).

11. **PARTIAL RELEASE OF PROCEEDS.** As the Improvements are initially accepted by COUNTY and the Fees are paid, the APPLICANT may submit written request to COUNTY for authorization for a partial release of Proceeds. APPLICANT is only entitled to make a request once every 30 days. The amount of any release shall be determined in the sole discretion of COUNTY. No release shall be authorized by COUNTY until such time as COUNTY has inspected the Improvements and found them to be in compliance with COUNTY standards and verified that the Fees have been paid. Payment of Fees or completion of Improvements, even if verified by COUNTY, shall not entitle APPLICANT to an automatic authorization for a release of the Proceeds. At no time may APPLICANT request a release of funds directly from Escrow Account Repository or Financial Institution.

12. **NOTICE OF DEFECT.** COUNTY will provide timely notice to APPLICANT whenever an inspection reveals that an Improvement does not conform to the standards and specifications shown on the Improvement drawings on file in COUNTY's Engineering and Surveyor's Office or is otherwise defective. The APPLICANT will have 30 days from the issuance of such notice to cure or substantially cure the defect.

13. **FINAL ACCEPTANCE.** Notwithstanding the fact that Proceeds may be released upon partial completion of the Improvements, neither any partial release nor any full release of the Proceeds shall constitute final acceptance of the Improvements by COUNTY. Final acceptance of the Improvements shall be official only upon written notice to APPLICANT from COUNTY expressly acknowledging such and only after APPLICANT provides a policy of title insurance, where appropriate, for the benefit of the County showing that the APPLICANT owns the improvement in fee simple and that there are no liens, encumbrances, or other restrictions on the improvement unacceptable to the County in its reasonable judgment.

14. **WARRANTY OF IMPROVEMENTS.** Following initial acceptance of the Improvements, APPLICANT hereby warrants that the Improvements shall be maintained by APPLICANT and remain free from defects or damage as determined by COUNTY, such that the Improvements continue to meet COUNTY standards for   1   years following said initial acceptance.

15. **RETAINAGE.** APPLICANT expressly agrees that, notwithstanding any partial release of any of the Proceeds, the Proceeds shall not be released below 10% of the estimated cost of the Improvements (herein the "Retainage"), as specified herein, for the timeframe specified in paragraph 14. The Retainage shall be held to insure that the Improvements do not have any latent defects or damage as determined by COUNTY, such that the Improvements do not continue to meet COUNTY standards for the timeframe specified in paragraph 14. Notwithstanding said Retainage, APPLICANT shall be responsible for bringing any substandard, defective, or damaged Improvements to COUNTY standard if the Retainage is inadequate to cover any such Improvements.

16. **APPLICANT INDEMNIFICATION.** APPLICANT agrees to indemnify, defend, and save harmless COUNTY, its elected officials, officers, employees, agents, and volunteers from and against any and all liability which may arise as a result of the installation of the Improvements prior to COUNTY'S initial acceptance of the Improvements as defined herein, and from and against any and all liability which may arise as a result of any Improvements which are found to be defective during the warranty period covered by this Agreement. With respect to APPLICANT'S agreement to defend COUNTY, as set forth above, COUNTY shall have the option to either provide its own defense, with all costs for such being borne by APPLICANT, or require that APPLICANT undertake the defense of COUNTY.

17. **FINAL RELEASE OF PROCEEDS.** In the event the Improvements have been installed to the satisfaction of COUNTY and the Fees have been paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), COUNTY agrees to execute a written release to Escrow Account Repository or Financial Institution of the remaining Proceeds.

18. **DEMAND FOR AND USE OF PROCEEDS.** In the event APPLICANT fails to install Improvements

to the satisfaction of COUNTY, or the Fees are not paid pursuant to this Agreement and COUNTY ordinances within the above stated time period(s), or APPLICANT Defaults on any obligation under this Agreement or COUNTY ordinances, as determined at the sole discretion of COUNTY, COUNTY shall send Notice of APPLICANT'S Default to Escrow Account Repository or Financial Institution with a written demand for the release of Proceeds. COUNTY may, at its sole discretionary option, use and expend all the Proceeds or such lesser amount as may be estimated by COUNTY to be necessary to complete Improvements, pay Fees, and/or reimburse COUNTY for Incidental Costs as required herein.. COUNTY may, at its sole discretionary option, convert the Proceeds to a COUNTY held cash escrow for future satisfactory installation of Improvements.

19. **INADEQUATE PROCEEDS.** If the Proceeds are inadequate to pay the cost of the completion of the Improvements according to COUNTY standards or to pay the Fees or to compensate for Incidental Costs, for whatever reason, including previous reductions, APPLICANT shall be responsible for the deficiency independent of the Financial Guarantee. Additionally, no further approvals, permits or business licenses shall be issued, and any existing approvals, permits or business licenses applicable to the location of the Improvements may be immediately suspended or revoked by COUNTY'S Community and Economic Development Director until the Improvements are completed and the Fees are paid, or, until a new guarantee acceptable to the COUNTY has been executed to insure completion of the remaining Improvements and payment of the Fees. Furthermore, the cost of completion of the Improvements shall include reimbursement to COUNTY for all costs including, but not limited to, construction costs and any Incidental Costs incurred by COUNTY in completing the Improvements or collecting the Proceeds.

20. **ACCESS TO PROPERTY.** Should COUNTY elect to use the Proceeds to complete the Improvements, APPLICANT herein expressly grants to COUNTY and any contractor or other agent hired by COUNTY the right of access to the Project property to complete the Improvements.

21. **IMPROVEMENT STANDARDS.** Improvements shall be done according to the specifications and requirements of the COUNTY. All work shall be subject to the inspection of COUNTY. Any questions as to conformity with COUNTY specifications or standards, technical sufficiency of the work, quality, and serviceability shall be decided by the County Engineer. The County Engineer's decision shall be final and conclusive.

22. **SUBSTANDARD IMPROVEMENTS.** Should any Improvements prove to be substandard or defective within the timeframe specified in paragraph 14, COUNTY shall notify APPLICANT in writing of such substandard or defective Improvements. APPLICANT shall then have 15 days from Notice from the COUNTY in which to commence repair of the Improvements, and a reasonable amount of time, as determined by COUNTY, which shall be specified in the Notice, to complete repair of the Improvements. Should APPLICANT fail to either commence repair of the Improvements or complete repair of the Improvements within the required time periods, COUNTY may exercise its option to remedy the defects and demand payment for such from APPLICANT, should the Proceeds be insufficient to cover the costs incurred by COUNTY.

23. **INSURANCE.** Should COUNTY elect to install, complete, or remedy any defect or damage in the Improvements, APPLICANT shall be responsible for the payment of the premium for an insurance policy covering any liability, damage, loss, judgment, or injury to any person or property, including, but not limited to, damage to APPLICANT or its property as a result of the work of any contractor or agent hired by COUNTY to complete or remedy the Improvements. The minimum dollar amount and the scope of coverage of the insurance policy shall be determined and set by COUNTY. APPLICANT shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents for any liability which exceeds the insurance policy limit. COUNTY, at its option, may collect and expend the Proceeds to make the premium payments should APPLICANT fail to pay said premium. No permit, approval or business license shall be issued by COUNTY, and any existing permit, approval, or business license shall be suspended until said premium is initially paid and a bond is in place to cover subsequent payments.

24. **NOTICE.** Notice to any party herein shall be mailed or delivered to the address shown in this Agreement. The date Notice is received at the address shown in this Agreement shall be the date of actual

Notice, however accomplished.

25. **MECHANIC/MATERIAL LIENS.** Should COUNTY elect to complete or remedy the Improvements, APPLICANT shall indemnify, defend, and hold harmless COUNTY from and against any liability which exceeds the Proceeds for the payment of any labor or material liens as a result of any work of any contractor (including subcontractors and materialmen of any such contractor or agent) hired by COUNTY or which may arise due to either a defect in or failure of this Agreement or insufficient Proceeds to cover such costs.

26. **WAIVER.** The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a Default thereof shall not constitute a waiver of any such Default or any other covenant, agreement, term, or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring Default.

27. **ATTORNEY'S FEES.** In the event there is a Default under this Agreement and it becomes reasonably necessary for any party to employ the services of an attorney in connection therewith, either with or without litigation, on appeal or otherwise, the losing party to the controversy shall pay to the successful party reasonable attorney's fees incurred by such party, and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

28. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement. In case either party shall Default on its obligations at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

29. **GOVERNING LAW.** This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah. This Agreement shall be further governed by COUNTY ordinances in effect at the time of the execution of this Agreement. However, the parties expressly acknowledge that any subdivision or other development regulations enacted after the execution of this Agreement, which are reasonably necessary to protect the health, safety, and welfare of the residents of COUNTY, shall also apply to the subdivision or development which is the subject of this Agreement.

30. **SUCCESSORS.** "APPLICANT" and "COUNTY," as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, or assigns of APPLICANT and COUNTY respectively.

31. **INDUCEMENT.** The making and execution of this Agreement has been induced by no representations, statements, warranties, or agreements other than those herein expressed.

32. **INTEGRATION.** This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter herein.

33. **MODIFICATION.** Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

34. **CAPTIONS.** The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

35. **SEVERABILITY.** If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

36. **TERMINATION.**

(a) APPLICANT cannot unilaterally terminate its obligations under this Agreement.

(b) If, under the terms of this Agreement, COUNTY releases the full amount of the Proceeds or demands and receives the full remaining amount of the Proceeds, then APPLICANT'S obligations

under paragraphs 4 and 10 shall terminate.

- (c) All rights and obligations in this Agreement that are not terminated under sub-paragraph (b) shall survive until all applicable statutes of limitations have run with respect to the types of claims that may be associated with those rights and obligations.
- (d) The entire Agreement shall terminate when all applicable statutes of limitations have run or when the parties jointly execute an agreement to terminate this Agreement.

37. **CONFLICT.** Any conflict between this Agreement and its exhibits or any other document shall be interpreted against the exhibit or other document and in favor of statements made in the numbered paragraphs of this Agreement.

**WHEREUPON**, the parties hereto have set their hands the day and year first above written.

**“APPLICANT”**

By: \_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Applicant Signature Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature must be notarized on following pages.)

**“COUNTY”**

By: \_\_\_\_\_  
Commission Chair Date

**ATTEST:** \_\_\_\_\_  
County Clerk Date:

**APPROVED AS TO CONTENT:**

By \_\_\_\_\_  
Planning Division Director Date

By \_\_\_\_\_  
County Engineer Date

By \_\_\_\_\_  
County Treasurer Date





## Exhibit A: County Engineer-Approved Cost Estimate

RE:	Lilac Estates Val Sanders		Escrow	Completed	Remaining
<b>Culinary Water</b>					
	6" Fire Hydrant W/Acc Valve	1 EA \$	4,500.00 \$	4,500.00	\$ 4,500.00
	Service Laterals	23 EA \$	1,680.00 \$	38,640.00	\$ 38,640.00
	8" Gate Valve	3 EA \$	1,740.00 \$	5,220.00	\$ 5,220.00
	Connect to Existing	2 EA \$	3,250.00 \$	6,500.00	\$ 6,500.00
	Valve Collars	3 EA \$	400.00 \$	1,200.00	\$ 1,200.00
	Test & Chorinate	1 LS \$	3,500.00 \$	3,500.00	\$ 3,500.00
	8" PVC Pipe & Fittings	651 LF \$	32.00 \$	20,832.00	\$ 20,832.00
	Engineerined Trench Fill	289 CY \$	8.50 \$	2,456.50	\$ 2,456.50
	<b>Total</b>		\$ 82,848.50	\$ -	\$ 82,848.50
<b>Sanitary Sewer</b>					
	8" PVC SDR 35 Sewer Line	436 LF \$	35.00 \$	15,260.00 \$	- \$ 15,260.00
	Engineered Trench Fill	285 CY \$	8.50 \$	2,422.50 \$	- \$ 2,422.50
	4" Lateral Lines and Connections	23 EA \$	514.00 \$	11,822.00 \$	- \$ 11,822.00
	Install 4' MH w/concrete collar	2 EA \$	2,556.00 \$	5,112.00 \$	- \$ 5,112.00
	Install 5' MH	1 EA \$	3,979.34 \$	3,979.34 \$	- \$ 3,979.34
	Import	1514 TN \$	16.18 \$	24,496.52 \$	- \$ 24,496.52
	<b>Total</b>		\$ 63,092.36	\$ -	\$ 63,092.36
<b>Storm Drain</b>					
	18" HDPE Pipe	11 LF \$	50.00 \$	550.00	\$ 550.00
	12" HDPE Pipe	129 LF \$	42.00 \$	5,418.00	\$ 5,418.00
	6" HDPE Pipe	332 LF \$	21.00 \$	6,972.00	\$ 6,972.00
	Engineered Trench Fill	157 CY \$	8.50 \$	1,334.50	\$ 1,334.50
	4X4 Catch Basin w/Grate	4 EA \$	2,890.00 \$	11,560.00	\$ 11,560.00
	Control Box	1 EA \$	6,000.00 \$	6,000.00	\$ 6,000.00
	Connection to Existing	1 LF \$	3,500.00 \$	3,500.00	\$ 3,500.00
	Excavation of Detention Pond	1 LS \$	6,500.00 \$	6,500.00	\$ 6,500.00
	<b>Total</b>		\$ 41,834.50	\$ -	\$ 41,834.50

<b>Secondary Water</b>					
Single Service Connection	1 EA	\$ 1,650.00	\$ 1,650.00	\$ -	\$ 1,650.00
<b>Total</b>			\$ 1,650.00	\$ -	\$ 1,650.00
<b>Street Improvements</b>					
2' Flat Curb	464 LF	\$ 20.25	\$ 9,396.00	\$ -	\$ 9,396.00
2.5" Wide Curb and Gutter	56 LF	\$ 22.50	\$ 1,260.00	\$ -	\$ 1,260.00
Std 4' Sidewalk	667 LF	\$ 23.50	\$ 15,674.50	\$ -	\$ 15,674.50
6.5' Sidewalk	721 LF	\$ 38.25	\$ 27,578.25	\$ -	\$ 27,578.25
9" Gravel Base and 3" Asphalt	1418 SY	\$ 27.00	\$ 38,286.00	\$ -	\$ 38,286.00
6" Aggregate Base and 6" Concrete Dr.	1289 SY	\$ 41.50	\$ 53,493.50	\$ -	\$ 53,493.50
9" Compacted Road Base	2735 SY	\$ 24.00	\$ 65,640.00	\$ -	\$ 65,640.00
Asphalt Chip and Seal	1 LS	\$ 400.00	\$ 400.00	\$ -	\$ 400.00
Saw Cutting	136 LF	\$ 1.95	\$ 265.20	\$ -	\$ 265.20
Removal of Existing C&G	30 LF	\$ 12.50	\$ 375.00	\$ -	\$ 375.00
Removal of Existing Asphalt	266 SY	\$ 5.25	\$ 1,396.50	\$ -	\$ 1,396.50
2' Wide Cross Gutter	409 LF	\$ 18.50	\$ 7,566.50	\$ -	\$ 7,566.50
Drainage Ditch	250 LF	\$ 5.00	\$ 1,250.00	\$ -	\$ 1,250.00
<b>Total</b>			\$ 222,581.45	\$ -	\$ 222,581.45
<b>Landscaping</b>					
Sprinkling System Zones Grass	13 EA	\$ 1,100.00	\$ 14,300.00	\$ -	\$ 14,300.00
Sprinkling System Zones Drip	4 EA	\$ 935.00	\$ 3,740.00	\$ -	\$ 3,740.00
Top Soil Grass Area	408 EA	\$ 50.50	\$ 20,604.00	\$ -	\$ 20,604.00
Sod and Install	45500 SF	\$ 0.67	\$ 30,485.00	\$ -	\$ 30,485.00
6X6 Mowstrip Curbing	548 LF	\$ 6.40	\$ 3,507.20	\$ -	\$ 3,507.20
5oz Weedguard	5275 SF	\$ 0.36	\$ 1,899.00	\$ -	\$ 1,899.00
Mulch and Spread Planted Areas	50 SF	\$ 76.50	\$ 3,825.00	\$ -	\$ 3,825.00
Planting Schedule	1 Sf	\$ 28,760.11	\$ 28,760.11	\$ -	\$ 28,760.11
1" Minus Gravel	600 SF	\$ 48.90	\$ 29,340.00	\$ -	\$ 29,340.00
<b>Total</b>			\$ 136,460.31	\$ -	\$ 136,460.31
<b>Misc.</b>					
Street Signs	6 EA	\$ 320.00	\$ 1,920.00	\$ -	\$ 1,920.00
Street Lights	1 EA	\$ 9,750.00	\$ 9,750.00	\$ -	\$ 9,750.00
6' Chainlink Fence	747 LF	\$ 14.50	\$ 10,831.50	\$ -	\$ 10,831.50
ADA Ramps	5 EA	\$ 1,450.00	\$ 7,250.00	\$ -	\$ 7,250.00
SWPPP	1 LS	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 6,500.00
Fence	1 LS	\$ 37,490.00	\$ 37,490.00	\$ -	\$ 37,490.00
Tot Lot	1 LS	\$ 17,258.00	\$ 17,258.00	\$ -	\$ 17,258.00
Mailbox	1 LS	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
Dumpster Enclosure	1 LS	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
<b>Total</b>			\$ 98,499.50	\$ -	\$ 98,499.50
<b>Subtotal</b>			\$ 646,966.62	\$ -	\$ 646,966.62
<b>10% Contingency</b>			\$ 64,696.66	\$ -	\$ 64,696.66
<b>Total</b>			\$ 711,663.28	\$ -	\$ 711,663.28
<b>Grand Total</b>			\$ 711,663.28	\$ -	\$ 711,663.28

Exhibit B: County Engineer-Approved Construction Drawings

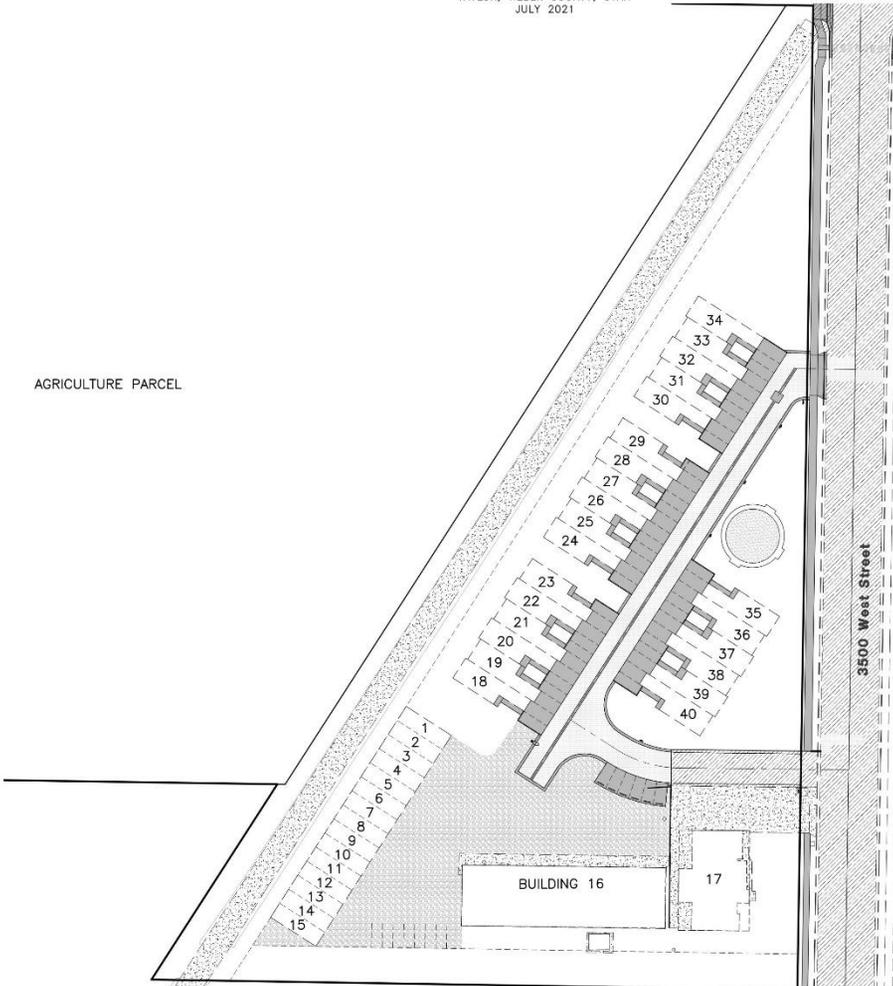
**Project Narrative/Notes/Revisions**

1. 2021/07/07 CK - COMPLETED DESIGN FOR CLIENT & CITY REVIEW.
2. 2021/08/25 CK - UPDATED STORAGE UNIT BUILDING SIZE & LOCATION.
3. 2021/09/07 CK - LOT NUMBERING.
4. 2021/10/28 CK - DRIVE APPROACH UPDATES.
5. 2021/12/07 CK - PEDESTRIAN CROSSING & CITY COMMENT UPDATES.
6. 2021/12/22 CK - IRRIGATION COMMENTS.

# Lilac Estates Improvement Plans

TAYLOR, WEBER COUNTY, UTAH  
JULY 2021

AGRICULTURE PARCEL



SITE DATA	
PARKING:	58 STALLS PROVIDED
PANCEL AREA:	230,845 S.F. (5.22 ACRES)
BUILDING AREA:	50,000 S.F.
PAVED AREA:	38,400 S.F. (0.88 ACRES)
GRAVEL AREA:	27,400 S.F. (0.62 ACRES)
LANDSCAPE AREA:	115,645 S.F. (2.65 ACRES)
LE TOTAL:	46,500

- Sheet Index**
- Sheet 1 - Cover/Index Sheet
  - Sheet 2 - Notes/Legend/Street Cross-Section
  - Sheet 3 - Existing Site & Demolition Plan
  - Sheet 4 - Site Plan
  - Sheet 5 - Grading & Drainage Plan
  - Sheet 6 - Utility Plan
  - Sheet 7 - Civil Details
  - Sheet 8 - Storm Water Pollution Prevention Plan Exhibit
  - Sheet 9 - Storm Water Pollution Prevention Plan Details
  - Sheet 10 - Landscape Plan

**Engineer's Notice To Contractors**

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY LINES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY OTHERS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE DUE PRECAUTIONARY MEASURE TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES OBTAINED BY THE CONTRACTOR'S RESEARCH, AND OTHERS NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

**Surveyor:**  
Trevor Hitch  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverside, Utah, 84405  
PH: (801) 621-3100



**Developer Contact:**  
Val Sanders  
P.O. Box 109  
Roy, UT, 84067  
(801) 710-9243

**Project Contact:**  
Jeremy Droger  
Reeve & Associates, Inc.  
5160 South 1500 West  
Riverside, Utah, 84405  
PH: (801) 621-3100



REVISIONS	DATE	BY	DESCRIPTION
01	07/07/21	CK	ISSUE FOR PERMITS
02	08/25/21	CK	UPDATE STORAGE UNIT BUILDING SIZE & LOCATION
03	09/07/21	CK	LOT NUMBERING
04	10/28/21	CK	DRIVE APPROACH UPDATES
05	12/07/21	CK	PEDESTRIAN CROSSING & CITY COMMENT UPDATES
06	12/22/21	CK	IRRIGATION COMMENTS

**Lilac Estates**  
TAYLOR, WEBER COUNTY, UTAH  
**Cover/Index Sheet**



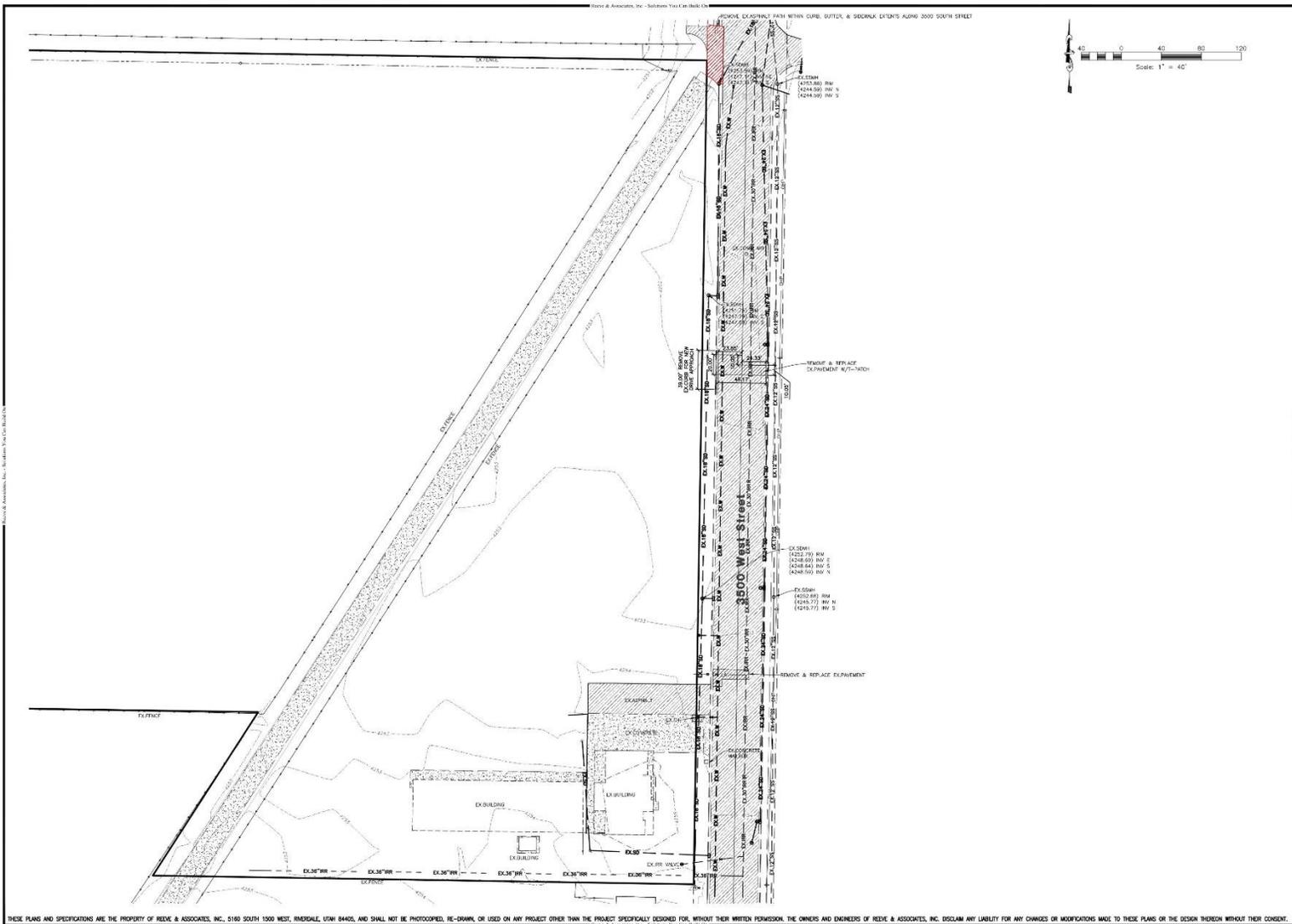
**Project Info:**  
Engineer: JULIE A. DRAPER, P.E.  
Drafted: C. KINGSLEY  
Begin Date: JUNE 2021  
Name: LILAC ESTATES

Number: 3581-03

**1**  
10 Total Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST, RIVERSIDE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREOF WITHOUT THEIR CONSENT.





THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5180 SOUTH 1300 WEST, RIVERDALE, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



**Reeve & Associates, Inc.**  
1000 WEST 1300 SOUTH, RIVERDALE, UTAH 84403  
 (801) 438-1000

---

**Lilac Estates**  
 TAYLOR, WEBER COUNTY, UTAH

**Existing Site & Demolition Plan**

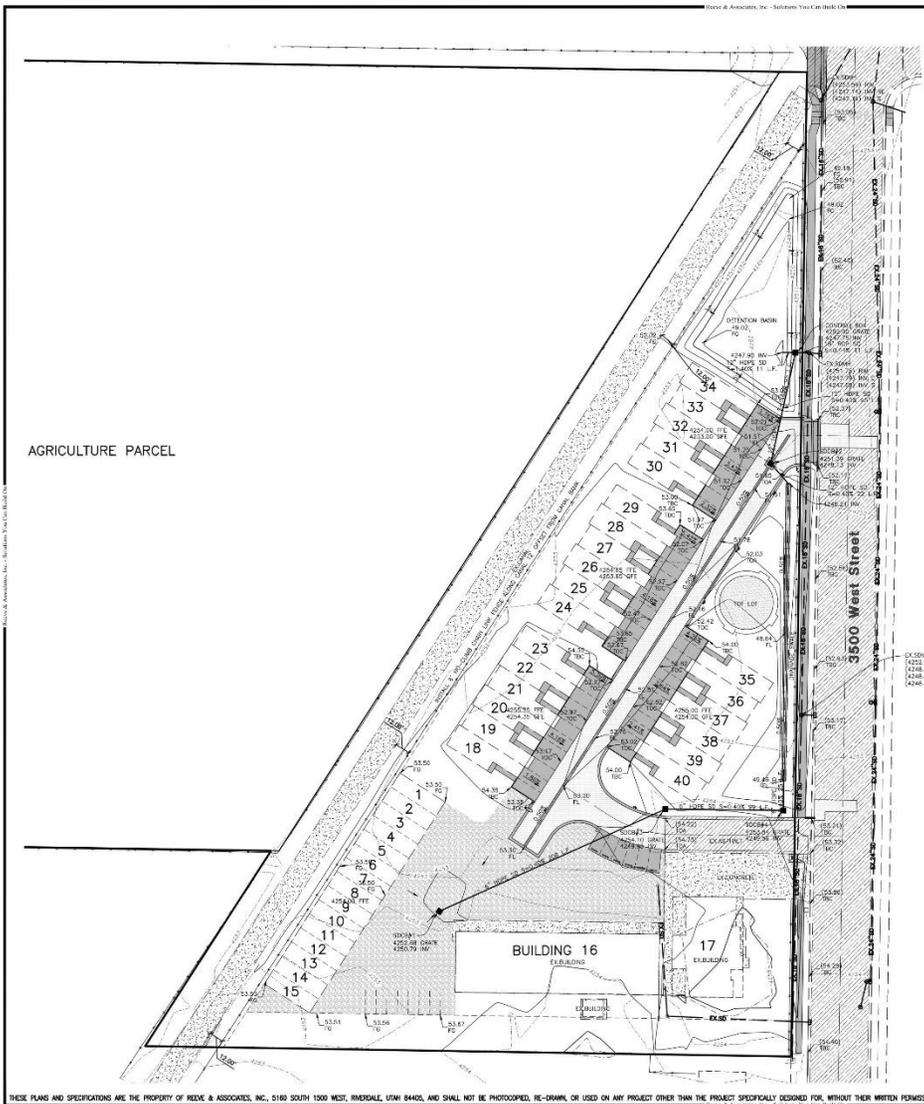
---



**Project Info.**  
 Engineer: JUSTIN A. DRANSFIELD, P.E.  
 Drafter: K. KINGSLEY  
 Begin Date: AUG. 2021  
 Name: LILAC ESTATES  
 Number: 35681-03

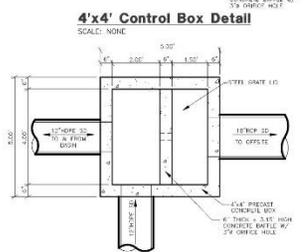
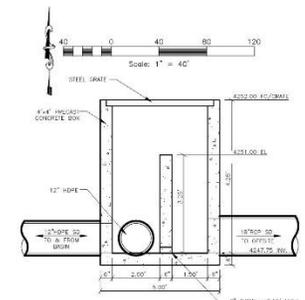
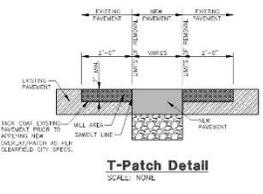
---

**3**  
 Total Sheets



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5180 SOUTH 1300 WEST, MIDVALE, UTAH 84045, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

ELEV	AREA (sq. ft.)	DEPTH (ft)	CONIC. INC. VOL (cu. ft.)	CONIC. TOTAL VOL (cu. ft.)	
4,248.00	69	N/A	N/A	0	
4,249.00	5,208	1.00	1991	1991	
4,250.00	7,746	1.00	6494	8475	
4,251.00	9,755	1.00	8731	17207	HIGHWATER
4,252.00	12,232	1.00	12970	29177	FULLFLOW



**4'x4' Control Box Plan**  
SCALE: NONE

**Storm Runoff Calculations**  
Bardens Property 270021-01

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Terrain. Data was obtained from the NOAA Atlas 14 database. Calculations have been completed for the 100-yr 24-hr storm event. Storm water runoff has been calculated for a fully developed site and limited to a maximum of 0.5 cfs/acre.

The calculations are as follows:

**Drainage Area:**  
 Total Area = 4.88 acre-ft    378,347 sq ft  
 Runoff Coefficients:  
 Roof = 0.90    C=0.9  
 Pavement = 0.80    C=0.8  
 Weighted Runoff Coefficient = 0.80    C=0.8

**LD Retention:**  
 10" Precipitable Retention Event = 0.45 in  
 Is the size of retention for LE? = No  
 Specific Retention = 0.45  
 NRCS Soil Group = C-2  
 In. Equivalent = 0.81 x 102 = 83.62  
 R = 0.36  
 V<sub>ret</sub> = 2467 cu ft

**Volume of Run-off for 100-year Storm Event:**

Area (ac)	Rate (in/hr)	Vol (cu ft)	Vol (cfs)	Diff. (cfs)
0	0.00	0.00	0.00	0
0	0.00	0.00	0.00	149
0	0.00	0.00	0.00	297
0	0.00	0.00	0.00	445
0	0.00	0.00	0.00	593
0	0.00	0.00	0.00	741
0	0.00	0.00	0.00	889
0	0.00	0.00	0.00	1037
0	0.00	0.00	0.00	1185
0	0.00	0.00	0.00	1333
0	0.00	0.00	0.00	1481
0	0.00	0.00	0.00	1629
0	0.00	0.00	0.00	1777
0	0.00	0.00	0.00	1925
0	0.00	0.00	0.00	2073
0	0.00	0.00	0.00	2221
0	0.00	0.00	0.00	2369
0	0.00	0.00	0.00	2517
0	0.00	0.00	0.00	2665
0	0.00	0.00	0.00	2813
0	0.00	0.00	0.00	2961
0	0.00	0.00	0.00	3109
0	0.00	0.00	0.00	3257
0	0.00	0.00	0.00	3405
0	0.00	0.00	0.00	3553
0	0.00	0.00	0.00	3701
0	0.00	0.00	0.00	3849
0	0.00	0.00	0.00	3997
0	0.00	0.00	0.00	4145
0	0.00	0.00	0.00	4293
0	0.00	0.00	0.00	4441
0	0.00	0.00	0.00	4589
0	0.00	0.00	0.00	4737
0	0.00	0.00	0.00	4885
0	0.00	0.00	0.00	5033
0	0.00	0.00	0.00	5181
0	0.00	0.00	0.00	5329
0	0.00	0.00	0.00	5477
0	0.00	0.00	0.00	5625
0	0.00	0.00	0.00	5773
0	0.00	0.00	0.00	5921
0	0.00	0.00	0.00	6069
0	0.00	0.00	0.00	6217
0	0.00	0.00	0.00	6365
0	0.00	0.00	0.00	6513
0	0.00	0.00	0.00	6661
0	0.00	0.00	0.00	6809
0	0.00	0.00	0.00	6957
0	0.00	0.00	0.00	7105
0	0.00	0.00	0.00	7253
0	0.00	0.00	0.00	7401
0	0.00	0.00	0.00	7549
0	0.00	0.00	0.00	7697
0	0.00	0.00	0.00	7845
0	0.00	0.00	0.00	7993
0	0.00	0.00	0.00	8141
0	0.00	0.00	0.00	8289
0	0.00	0.00	0.00	8437
0	0.00	0.00	0.00	8585
0	0.00	0.00	0.00	8733
0	0.00	0.00	0.00	8881
0	0.00	0.00	0.00	9029
0	0.00	0.00	0.00	9177
0	0.00	0.00	0.00	9325
0	0.00	0.00	0.00	9473
0	0.00	0.00	0.00	9621
0	0.00	0.00	0.00	9769
0	0.00	0.00	0.00	9917
0	0.00	0.00	0.00	10065
0	0.00	0.00	0.00	10213
0	0.00	0.00	0.00	10361
0	0.00	0.00	0.00	10509
0	0.00	0.00	0.00	10657
0	0.00	0.00	0.00	10805
0	0.00	0.00	0.00	10953
0	0.00	0.00	0.00	11101
0	0.00	0.00	0.00	11249
0	0.00	0.00	0.00	11397
0	0.00	0.00	0.00	11545
0	0.00	0.00	0.00	11693
0	0.00	0.00	0.00	11841
0	0.00	0.00	0.00	11989
0	0.00	0.00	0.00	12137
0	0.00	0.00	0.00	12285
0	0.00	0.00	0.00	12433
0	0.00	0.00	0.00	12581
0	0.00	0.00	0.00	12729
0	0.00	0.00	0.00	12877
0	0.00	0.00	0.00	13025
0	0.00	0.00	0.00	13173
0	0.00	0.00	0.00	13321

**Office Sizing:**  
 Class: G = 0.50 cfs  
 S<sub>1</sub> = 84.4 sq ft  
 H = 4.15 ft  
 C<sub>d</sub> = 0.62  
 R = SCRT(100)(7.94)(4)(0.50)<sup>2</sup>  
 H = 0.71 feet  
 D = 3.00 inches  
 A = 7.05 inches<sup>2</sup>  
 C<sub>1000</sub> 61/3

**SUMMARY:**  
 The required 100-yr storage volume is 15,838 cubic feet  
 The required LD Retention volume is 3.8 inches  
 Office size is

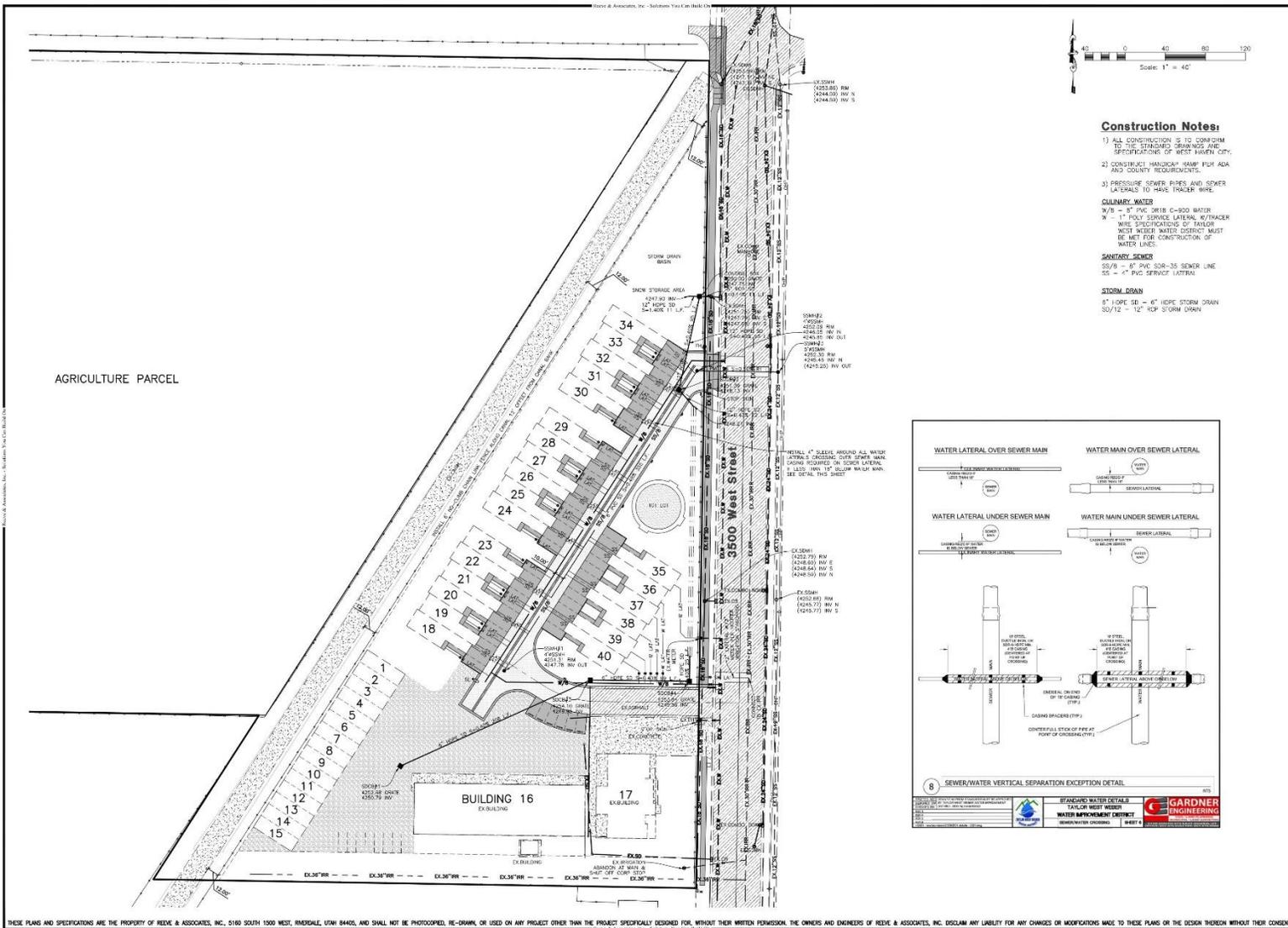


REVISIONS  
 DATE: 02/27/2021  
 BY: JLM/ML  
 CHECKED: JLM/ML  
 APPROVED: JLM/ML  
 PROJECT: 3581-03

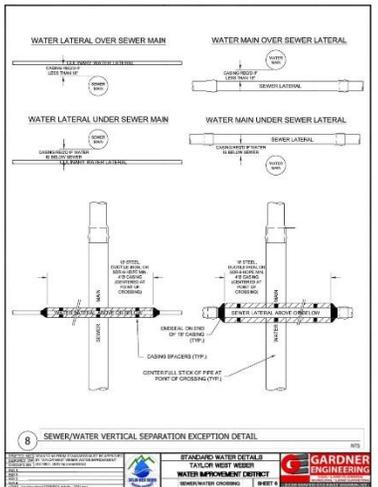
**Lilac Estates**  
 TAYLOR, WEBER COUNTY, UTAH  
**Grading & Drainage Plan**



**Project Info:**  
 Engineer: J. L. KINGSLEY  
 Begin Date: JUNE, 2021  
 Name: LILAC ESTATES  
 Number: 3581-03



- Construction Notes:**
- 1) ALL CONSTRUCTION IS TO CONFORM TO THE STANDARD DRAWINGS AND SPECIFICATIONS OF WEST WYOMING AND COUNTY REQUIREMENTS.
  - 2) CONSTRUCT HANDICAP RAMP PER ADA AND COUNTY REQUIREMENTS.
  - 3) PRESSURE SEWER PIPES AND SEWER LATERALS TO HAVE TRACER WIRE.
- CULINARY WATER**  
 3/4" = 2" PVC DR18 C-900 WATER  
 W = 1" POLY SERVICE LATERAL W/TRACER  
 WHILE SPECIFICATING OF TENDER WEST WYOMING WATER DISTRICT MUST BE MET FOR CONSTRUCTION OF WATER LINES.
- SANITARY SEWER**  
 S2/S4 = 8" PVC S200-30 SEWER LINE  
 S2 = 4" PVC SERVICE LATERAL
- STORM DRAIN**  
 S1/10P/SB = 4" HDPE STORM DRAIN  
 S2/12 = 12" RCP STORM DRAIN



REGIONS  
 ALA, AR, AZ, CA, CO, CT, DC, FL, GA, HI, IL, IN, IA, KS, KY, LA, MA, MD, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, VA, VT, WA, WI, WY

**Lilac Estates**  
 TAYLOR, WYOMING COUNTY, WY  
**Utility Plan**



**Project Info.**  
 Engineer: JAMES A. KINGSLEY, P.E.  
 Drafter: C. KINGSLEY  
 Begin Date: JUNE, 2021  
 Name: LILAC ESTATES  
 Number: 3581-03

**6**  
 10 Total Sheets

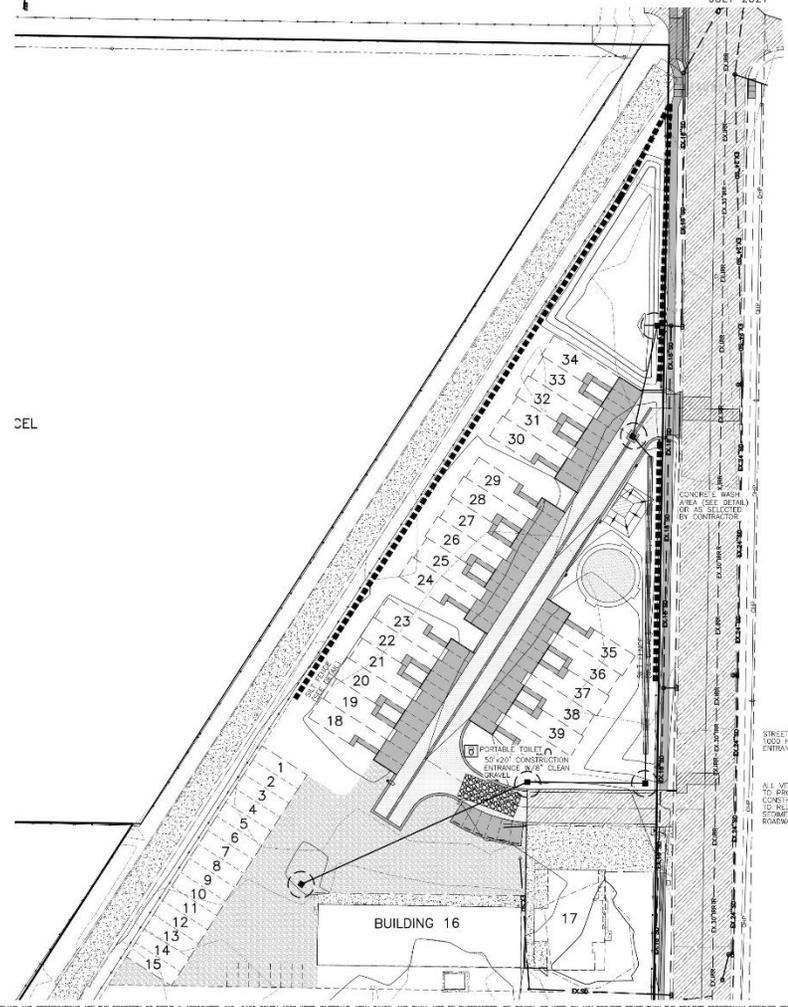
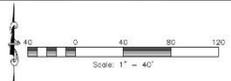
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5180 SOUTH 1300 WEST, INDEPENDENCE, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



# Lilac Estates

## Storm Water Pollution Prevention Plan Exhibit

TAYLOR, WEBER COUNTY, UTAH  
JULY 2021



- PORTABLE TOILET
- INLET PROTECTION (TYP. SEE DETAIL)
- SILT FENCE (SEE DETAIL)

STREETS TO BE SWEEPED WITHIN 1000 FEET OF CONSTRUCTION ENTRANCE ONLY IF NECESSARY

ALL VEHICLES ENTERING SITE TO BE PROTECTED THROUGH CONSTRUCTION ENTRANCE TO PREVENT TRACKING OF MUD AND DEBRIS ONTO ROADWAYS

PORTABLE TOILET 50' x 20' CONSTRUCTION ENTRANCE 30" SLEW

CONCRETE PAVEMENT AREA (SEE DETAIL) OR AS SELECTED BY CONTRACTOR

Construction Activity Schedule	
PROJECT LOCATION:	TAYLOR CITY, WEBER COUNTY, UTAH
PROJECT BEGINNING DATE:	JULY 2021
PM'S ESTIMATED DATE:	JULY 2021
STORM WATER MANAGEMENT CONTACT / INSPECTOR:	CHRISTOPHER SANDERS (801) 710-5043
SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER:	

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REED & ASSOCIATES, INC., 5180 SOUTH 1300 WEST, RIVERDALE, UTAH 84403, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR. WITHOUT THEIR WRITTEN PERMISSION, THE OWNERS AND ENGINEERS OF REED & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.



**REED & ASSOCIATES, INC.**  
 5180 SOUTH 1300 WEST  
 RIVERDALE, UTAH 84403  
 (801) 710-5043  
 WWW.REED-AND-ASSOCIATES.COM

**Lilac Estates**  
 TAYLOR, WEBER COUNTY, UTAH  
**Storm Water Pollution Prevention Plan Exhibit**



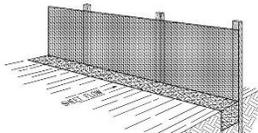
**Project Info.**  
 Engineer: JUSLUF A. DRISFEL, P.E.  
 Drafter: K. KINGSLEY  
 Begin Date: JULY 2021  
 Name: LILAC ESTATES

Number: 3581-03

8  
 10 Total Sheets

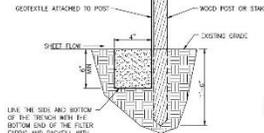
**Notes:**

- Describe all BMP's to protect storm water inlets. All storm water inlets to be protected by silt fence barriers, or gravel bags (see detail).
- Describe BMP's to eliminate/reduce contamination of storm water from:
  - Equipment / building / concrete wash areas: To be performed in designated areas only and surrounded with silt fence barriers.
  - Soil contaminated by soil amendments: If any contaminants are found or generated, contact environmental engineer and contacts listed.
  - Areas of contaminated soil: If any contaminants are found or generated, contact environmental engineer and contacts listed.
  - Fueling area: To be performed in designated areas only and surrounded with silt fence.
  - Vehicle maintenance areas: To be performed in designated areas only and surrounded with silt fence.
  - Vehicle parking areas: To be performed in designated areas only and surrounded with silt fence.
  - Equipment storage areas: To be performed in designated areas only and surrounded with silt fence.
  - Materials storage areas: To be performed in designated areas only and surrounded with silt fence.
  - Waste containment areas: To be performed in designated areas only and surrounded with silt fence.
  - Service areas: To be performed in designated areas only and surrounded with silt fence.
- BMP's for wind erosion: Stockpiles and site as needed to be watered regularly to eliminate / control wind erosion.
- Construction Vehicles and Equipment:
  - Maintenance:
    - Maintain all construction equipment to prevent oil or other fluid leaks.
    - Keep vehicles and equipment clean, prevent excessive build-up of oil and grease.
    - Regularly inspect on-site vehicles and equipment for leaks, and repair immediately.
  - Clean incoming vehicles and equipment (including delivery trucks, crew employees and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment or site.
    - Wipe and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, hydraulic, and transmission fluids.
  - Fueling:
    - If fueling must occur on-site, use designated areas away from drainage.
    - Locate on-site fuel storage tanks within a bermed area designed to hold the tank volume.
    - Cover refueling area with an impervious material and install in a manner to ensure that any spills will be contained in the refueling area (i.e. catch spills or leaks when removing or changing fluids).
  - Washing:
    - Use as little water as possible to avoid installing erosion and sediment controls for the wash area.
    - If washing must occur on-site, use designated, bermed wash areas to prevent waste water discharge into storm water, creeks, rivers, and other water bodies.
    - Use phosphate free, biodegradable soaps.
    - Do not permit silt from cleaning on-site.
- Spill Prevention and Control:
  - Minor Spills:
    - Minor spills are those which are likely to be controlled by an site personnel. After contacting local emergency response agencies, the following actions should occur upon discovery of a minor spill:
      - Determine the extent of the spill.
      - If the spill occurs on paved or impervious surfaces, clean up using "dry" methods (i.e. absorbent materials, cat litter, sand / or rag).
      - If the spill occurs on dirt areas, immediately contain the spill by constructing an earth dike. Dig up and properly dispose of contaminated soil.
      - If the spill occurs during rain, cover the impacted area to avoid runoff.
      - Record all steps taken to report and contain spill.
  - Major Spills:
    - On-site personnel should not attempt to control major spills until the appropriate and qualified emergency response team has arrived at the site. For spills of federal reportable quantities, also notify the National Response Center at (800) 424-8802. A written report should be sent to all notified authorities. Failure to report major spills can result in significant fines and penalties.
- Post Runoff / Erosion Control:
  - Maintain good housekeeping practices.
  - Exclude or cover building material storage areas.
  - Properly store materials such as paints and solvents.
  - Store any soil wet materials under cover, away from drainage areas.
  - Avoid mixing excess amounts of fresh concrete or cement 24-hrs.
  - Perform washout of concrete trucks within or adjacent to site only.
  - Do not wash out concrete trucks into storm drains, open ditches, streets or streams.
  - Do not place material or debris into streams, gullies or catch basins that stop or reduce the flow of runoff water.
  - All siltic streets and storm drain facilities shall be maintained free of building materials, mud and debris caused by grading or construction operations. Streets will be swept which 1000' of construction entrance daily, if necessary.
  - Install silt fence around all sites contained within the development and all others that receive runoff from the development.
- Erosion Control Plan Notes:
  - The contractor will designate an emergency contact that can be reached 24 hours a day 7 days a week.
  - A stand-by crew for emergency work shall be available at all times during potential rain or snow runoff events.
  - Necessary materials shall be available on site and stockpiled at convenient locations to facilitate rapid construction of emergency devices when rain or runoff is eminent.
  - Erosion control devices shown on the plans and approved for the project may not be removed without approval of the engineer of record. If devices are removed, no work may continue that have the potential of erosion without consulting the engineer of record. If deemed necessary, erosion control should be reinstalled before this work begins.
  - Graded areas adjacent to fill slopes located at the site perimeter must drain away from the top of the slope at the conclusion of each working day. This should be confirmed by survey or other means acceptable to the engineer of record.
  - All silt and debris shall be removed from all devices within 24 hours after each rain or runoff event.
  - Except as otherwise approved by the inspector, all removable protective devices shown shall be in place at the end of each working day and through weekends until removal of the system is approved.
  - All loose soil and debris, which may create a potential hazard to adjacent property, shall be removed from the site as directed by the engineer of record or the governing agency.
  - The placement of additional devices to reduce erosion within the site is left to the discretion of the engineer of record.
  - Destabilizing basins may not be removed or made inoperable without the approval of the engineer of record and the governing agency.
  - Erosion control devices will be modified as need as the project progresses and plans of these changes submitted for approval by the engineer of record and the governing agency.
- Conduct a minimum of one inspection of the erosion and sediment controls every two weeks. Maintain documentation on site.
  - Part III.4 of general permit (UR000000) identifies the minimum inspection requirements.
  - Part III.6 identifies the minimum inspection report requirements.
  - Failure to complete and/or document storm water inspections is a violation of part III.3.4 of Utah General Permit UTR 300000.



**Perspective View**

Figure 2



**Section**

**INSTALLATION**

The silt fence should be installed prior to major soil disturbances in the drainage area. The fence should be placed across the slope along a line of uniform elevation wherever flow of sediment is anticipated. Table 1 shows generally recommended maximum slope lengths (slope spacing between fences) at various site grades for most all fence applications.

TABLE 1 Recommended Maximum Slope Lengths for Silt Fence (Richardson & McElreath, 1991)		
Slope Steepness	Max. Slope Length (ft)	Max. Slope Length (m)
<2%	25.0m (82ft)	25.0m (82ft)
2-10%	15.2m (50ft)	15.2m (50ft)
10-20%	7.6m (25ft)	7.6m (25ft)
>20%	4.3m (14ft)	4.3m (14ft)

**PRE-FABRICATED SILT FENCE ROLLS**

Rolls are a maximum 15.2m x 15.2m (50'x50') length at the desired location. Unroll the silt fence, positioning the post against the downstream wall of the trench. Support stakes at all ends should be placed by nesting the end post of one fence into the other fence flange. The end posts, relate each post until the geotextile is properly completely around the post, then fold the end posts to create a tight seal as shown in Figure 1.

Drive posts into the ground until the required fence height and/or storage depth is achieved.

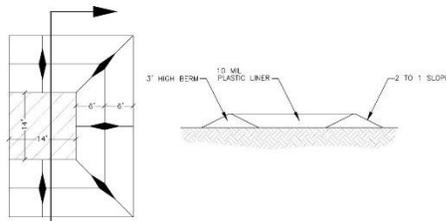
Posts may be used geotextile at the bottom of the trench in the upstream trench end board with natural rolls. Temporarily backfill to provide good compaction and anchorage. Figure 2 illustrates a typical silt fence installation and anchor trench placement.

**FIELD ASSEMBLY:**

Rolls are a maximum 15.2m x 15.2m (50'x50') length at the desired location. Drive support posts, or steel posts with fastening projections, against the downstream wall of the trench. Maximum post spacing should be 2.4-3.0m (8-10'). Post spacing

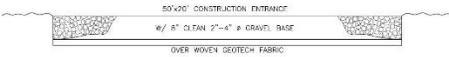
**Silt Fence Detail**

SCALE: NONE

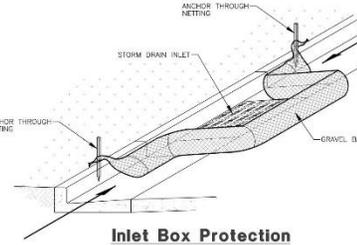


**Concrete Washout Area w/ 10 mil Plastic Liner**

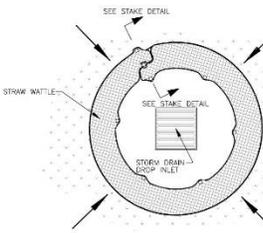
SCALE: NONE



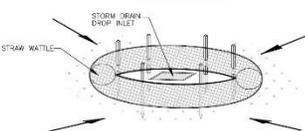
**Cross Section 50' x 20' Construction Entrance**



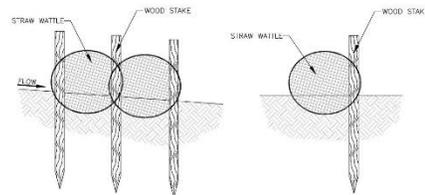
**Inlet Box Protection**



**Plan View**



**Drop Inlet Protection**



**Stake Detail**



**REGIONS**  
 ALA, ARIZ, ARK, CALIF, COLO, CT, DC, FL, GA, HI, ILL, IN, IA, KS, KY, LA, MD, MA, MI, MN, MO, MS, MT, NE, NH, NJ, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, VA, VT, WA, WI, WY

**Lilac Estates**  
 TAYLOR, REBER COUNTY, IOWA  
**Storm Water Pollution Prevention Plan Details**



**Project Info.**  
 Engineer: JULIE A. DRIMBLE, P.E.  
 Drafter: C. KINGSLEY  
 Begin Date: JUNE, 2021  
 Name: LILAC ESTATES  
 Number: 3581-03



Exhibit C: Reserved for Escrow Certificate or Letter of Credit

**ESCROW CERTIFICATE**

TO WEBER COUNTY, UTAH:

The undersigned Escrow Agent does hereby certify that it has in its possession and custody, cash in the sum of \$711,663.28 which said sum said Escrow Agent is holding in escrow to guarantee the installation and completion, according to Ordinance, of all on and off-site improvements, as specified in Exhibit "B" on the following described tracts of land in Weber County, Utah to wit:

**Parcel # 15-087-0015**

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY: COMMENCING AT A POINT NORTH 1830.82 FEET AND WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 33; THENCE WEST 555.74 FEET TO THE SOUTHEAST RIGHT OF WAY FENCE OF THE NEW HOOPER CANAL; THENCE NORTHEAST ALONG SAID RIGHT OF WAY FENCE 954.37 FEET TO A POINT 775.88 FEET NORTH OF THE POINT OF BEGINNING, THENCE SOUTH 775.88 FEET TO THE POINT OF BEGINNING, CONTAINING 4.95 ACRES. SUBJECT TO: AN EASEMENT FOR ACCESS, UTILITIES, AND MAINTENANCE BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT BEING SOUTH 00D55'26" WEST 794.51 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 33 THENCE AS FOLLOWS: SOUTH 00D55'26" WEST 30.00 FEET TO AN EXTENSION OF THE NORTH LINE OF B L & C RANCH ESTATES, THENCE NORTH 89D04'34" WEST 581.36 FEET ALONG SAID NORTH LINE TO THE WESTERLY EASEMENT LINE OF THE HOOPER CANAL; THENCE NORTH 32D48'44" EAST 35.33 FEET; THENCE SOUTH 89D04'34" EAST 562.70 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING: A PARCEL OF LAND IN FEE FOR THE WIDENING OF EXISTING WEBER COUNTY 3500 WEST STREET BEING PART OF AN ENTIRE TRACT SITUATE IN THE NORTHEAST 1/4 SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID ENTIRE TRACT WHICH POINT IS 1830.82 FEET NORTH AND 33.00 FEET WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 33 AND RUNNING THENCE WEST 7.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY DISTANT WESTERLY FROM THE RIGHT OF WAY CONTROL LINE OF SAID 3500 WEST STREET, OPPOSITE APPROXIMATE ENGINEER'S STATION 54+79.31, THENCE NORTH 808.01 FEET PARALLEL WITH SAID RIGHT OF WAY CONTROL LINE TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT THENCE NORTH 89D55'46" EAST 7.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF 3500 WEST STREET, THENCE SOUTH 808.02 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 5656 SQUARE FEET IN AREA OR 0.130 ACRE. (NOTE: ROTATE ABOVE BEARINGS 00D55'26" CLOCKWISE TO EQUAL PROJECT BEARINGS) E# 2767451 [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

In the event the funds so provided herein do not pay for and complete in full all of the specified improvements set forth in Exhibit "B" and as contemplated herein, then and in that event, subdivider/developer agrees to forthwith pay to Weber County all additional amounts necessary to so complete such improvements.

Said Escrow Agent hereby covenants and agrees that it will not release said funds to any person, firm or corporation (other than as is hereinafter provided) without the express written consent and direction from said Weber County, Utah, and that if said improvements are not satisfactorily installed and completed according to Ordinance within one month short of two years from the date hereof, that the said Escrow Agent will upon demand deliver said funds to said Weber County, Utah for the sole purpose of making and/or completing all of said improvements, with said County to return to the said Escrow Agent any and all funds which may prove to be in excess of the actual cost to the County to make and/or complete said improvements.

It is understood that the County may, at its sole option, extend said period of two years for such completion of such improvements upon request of the Escrow Agent or the Subdivider, if the County Commission determines that such extension is proper.

It is further understood and agreed that all matters concerning this agreement shall be subject to the pertinent provisions of the ordinances of Weber County, Utah.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Escrow Agent

\_\_\_\_\_  
Signature

Title: \_\_\_\_\_

State of Utah )  
                  ) ss:  
County of Weber )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ appeared  
before me

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

\_\_\_\_\_  
Notary Public  
Residing at:

\*\*\*\*\*  
APPROVED AS TO FORM:

\_\_\_\_\_  
Weber County Attorney

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Chairperson, Weber County Commission

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Weber County Clerk