

**MINUTES OF THE HUNTSVILLE TOWN  
PLANNING COMMISSION MEETING**

**MEETING DATE:** August 25<sup>th</sup>, 2022  
**PLACE:** Electronic Zoom Meeting with anchor location at Huntsville Library  
 131 S 7400 E, Huntsville Utah  
**TIME:** 6:30 p.m.

NAME	TITLE	STATUS
Doug Allen	Planning Commission Chair	Present
Liz Poulter	Planning Commissioner	Present
Steve Songer	Planning Commissioner	Present
Jeff Larsen	Planning Commissioner	Excused
Allen Endicott	Planning Commissioner	Present
Suzanne Ferre	Alt. Planning Commissioner	Present
Sandy Hunter	TC Liaison	Present
Shannon Smith	Town Clerk	Present
Bill Morris	Town Attorney	Present

**Citizens: Artie Powell, Beckki Endicott, Bill Morris, Lawrence Taylor, Jared Anderson, Todd Meyers, Tony Hill, Nate Reeve, Brian Nicholson, Valin Miranker, Katlin Poulter, Joshua Peel, Rex Harris, Michelle Robinson, David Robinson, Michelle White, Justin Blair, Mountain Luxury, Jeff and Cassie Allen**

1-Roll call: Chairman Allen welcomed all who are attending the meeting.

2-Approval of Minutes for Planning Commission Meeting for July 28th, 2022.  
 (See Attachment #1)

**PCM Poulter motioned to approve the amended minutes from July 28th, 2022.** PCM Endicott seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

3-Presentation regarding Public Hearing (See Attachment #2)

Bill Morris presented information on Ordinance 2022-8-25: Development agreement for CW Lands. Mr. Morris reviewed the conditions CW Lands had to abide by. The following codes were referenced as applicable, 15.6, Title 25, title 15.15.

Mr. Morris stated that if approval was granted by the Planning Commission it should be with the stipulations/requirements listed in the staff report provided.

Mr. Morris reviewed the Development agreement with the Planning Commission. Some of the important topics that Mr. Morris reviewed are as follows; The sewer system, 317-4, is currently in process and will go to Weber County for approval. The Wetlands issue, a federal issue, is governed by the Army Corps. The agreement states that CW Lands will abide by all direction given by the Army Corps and the Town will be harmless where this is concerned.

Jared Anderson next addressed the final plat subdivision. Mr. Anderson referred to his final review #2 as well as the staff report. Mr. Anderson commented that the design engineer, Reeves, has completed all the requests on the design drawings. Next the cost estimate is to be given and bonds are put in place based on the cost estimates. Then the developer can start selling lots, the Town's assurance is that if the developer backs out then the bond money can be used to complete the subdivision.

Mr. Anderson also commented on the Wetland delineation, .08 will be disturbed. Which is under the requirement of 1/10<sup>th</sup> if an acre. In his experience Mr. Anderson, said these cases tend to move through approval more easily. Mr. Anderson has nothing further to review with the design drawings. It was also commented that the stream alteration permit has been approved, which was worked through with Army Corps.

Chairman Allen questioned about the building envelopes on the subdivision. Mr. Anderson stated that CW Lands does have designated building envelopes for all lots, these areas are clear of any wetland or stream alteration areas. Mr. Anderson has reviewed this and is comfortable with the plat as submitted. The developer has also put out the information on the sewer pressure system that each Lot owner will need to be aware of. This information is in three places, the plat, the construction plans and design guidelines for the HOA. Each person will be aware of this situation when purchasing a lot.

PCM Poulter questioned the items listed as pending in Mr. Anderson's report. Some of these approvals have since been submitted, i.e Fire approval. The more important items still needed are Army Corps approval, and sewer approval by Weber Morgan. Mr. Anderson commented that the Bond number decided upon was 1.9 million dollars.

CW Lands was represented by Todd Meyers, Nate Reeve, Tony Hill and Brian Nicholson. Mr. Meyers commented that CW Lands will have design guidelines that all homeowners will need to follow. Mr. Meyers discussed the sewer system; upon review of Weber Health dept it was decided that a sewer system (vs septic) was needed for a few of the lots. CW Lands made the decision to include all lots on a sewer system and slightly reduce their number of lots.

Mr. Meyers commented on the design review process with the HOA. It includes a pre-construction meeting where any building will be staked in order to ensure that no wetland areas are built upon.

PCM Songer questioned what the area that holds the community sewer system will look like. Mr. Meyers commented that it will be landscaped and look like the rest of the open space maintained by the HOA. It is not to be an open pond.

Rex Harris asked to comment, he said that his boss at UDOT requested that he attend to speak and or answer questions on behalf of UDOT. Also, to include the round-a-bout on the corner of Highway 39, as this area affects the Sage subdivision in discussion.

**PCM Poulter motioned to close regular meeting and open public hearing.** PCM Endicott seconded the motion. All Vote Aye. Motion passes. Votes are reflected below

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

PUBLIC HEARING

Ordinance 2022-8-25: Development Agreement for CW Lands

And

Final Plat Subdivision for CW Lands/Sage Development

Chairman read aloud a letter from Weber County regarding the CW Lands Subdivision.

Katlin Poulter- Expressed concerns with the Wetland delineation and the alterations made to the area. She also raised the issue about wildlife in the area under question.

David Robinson- Questioned whether this subdivision sets a precedent for greater expansion of the town. And if the town was interested in further expansion.

Joshua Peel- Raised the issue of the flag lots in the Sage subdivision plat.

Rex Harris- Asked to review comments he made on the public hearing on the annexation of the property in discussion. Rex also commented that the cul-de-sac looked to be in violation of town code for the maximum allowable length of a one-way street.

**PCM Poulter motioned to close public meeting and re-open regular meeting.** PCM Songer seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

Resume Planning Commission Meeting

Chairman Allen asked for responses from either Mr. Morris or Mr. Anderson on Public comments that were relative to their expertise.

Mr. Anderson addressed a few of the public comments, specifically the issue of the length of the road. He stated he would look into that issue.

Mr. Meyer’s also commented on the cul-de-sac issue. He states that UDOT was in support of the updated cul-de-sac plan and Mr. Meyers commented that it also helps lessen the impact to the wetlands and with Army Corps. CW Lands has worked with the fire dept on the cul-de-sac design that was agreeable to both parties.

Rex Harris commented on the UDOT point of view, that UDOT prefers that there is not a connection to its roads. But if necessary, UDOT will work with the town and/or the developer with the road planning.

PCM Endicott asked about the letter from Weber County, if they were requirements or just recommendations. Mr. Morris reviewed the letter and commented that they are recommendations from the county. Mr. Morris also commented that this development agreement is adopted in Ordinance form and becomes part of the town code.

TCM Hunter reviewed the road issue and the process it went from a gated through street to the cul-de-sac as it is presented currently.

PCM Poulter questioned the dirt added to the property in discussion. Mr. Meyers commented that the dirt was added to the property in non-wetland areas for future landscaping purposes.

Chairman Allen referred to Mr. Anderson’s report, #6 Huntsville water works approval. Chairman Allen commented that when the fill dirt was added a few months ago to the property it covered a seasonal stream. He stated that 2 irrigation companies rely on that stream to drain their systems. Mr. Meyers spoke to this; he stated that there is a culvert under the road by the Chevron station and CW Lands will pipe it and put it into an easement. Mr. Reeves confirmed that plan, stating it has been evaluated for grade and flow and it has been approved by Rex.

Chairman Allen stated he discussed the culvert under the road with Mr. Grover at Weber County. Chairman Allen is concerned about this issue. Mr. Reeve spoke to this issue stating that it is not uncommon for streams and spring activity to change as development occurs. CW Lands are



working with Rex to show the same amount of water can move from point A to B. Chairman Allen was concerned that the sight of the proposed community sewer was located by the stream he previously commented on.

Mr. Anderson commented that he had Gary Probasco look over the piping plans and Mr. Probasco did approve them

PCM Endicott requested a quick break, a 5-minute recess was agreed upon.

4-Discussion and/or action for recommendation on Ordinance 2022-8-25: Development Agreement for CW Lands and Final Plat Subdivision for CW Lands/Sage Development

Chairman Allen asked for thoughts from the Commission. PCM Endicott referred to the staff report section under recommendations. PCM Endicott stated that he would recommend approval with the listed recommendations. PCM Ferre and PCM Songer agreed with PCM Endicott to move forward. PCM Poulter agreed and also stressed the importance for the Army Corps approval, she added the approval of the County engineer for the drain under the road.

**PMC Endicott motioned to recommend approval of Ordinance 2022-8-25: Development Agreement for CW Lands and Final Plat Subdivision for CW Lands/Sage Development, with the stipulations listed as 1-4 in the staff report presented, with the addition of a review and approval from Weber County engineering on the drain/culvert under highway 39.** PCM Songer seconded the motion. Roll call vote. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Suzanne Ferre Commissioner Allen Endicott
NAYS:	

5-Discussion and/or action on Land Use Permit John Falls New build; House and Outbuilding, 374 S 7300 E, Parcel # 240110051 (See Attachment #3)

Artie Powell was here to represent Mr. Falls. The address came under question as it is incorrect on the county website. It will be adjusted and corrected as soon as the parcels in question are consolidated. The site plan has been changed and therefor back before the Planning Commission for approval. Mr. Powell stated that the porch off the outbuilding was previously in the set back and has now been removed.

The Falls also added a guest wing where the current cabin now sits. PCM Endicott questioned the removal of the Cabin as previously discussed, it was to be moved to a nearby lot. Mr. Powell commented that has changed and they still plan on removing the cabin but selling it instead of relocating it themselves.

PCM Songer questioned where the alley was in relation to the site plan. Mr. Powell referenced the GIS Map, he stated that the corner of the house did actually protrude about 2 feet into the alleyway. The gate in the alleyway was mentioned. PCM Songer believes that gate was installed illegally. Mr. Powel disputes that. PMC Songer suggested this item be tabled as it is his understanding that the town cannot legally give or sell property. He also stated he believes the town cannot give prescriptive use to a private person of a public way. PCM Songer commented that since there is a discrepancy with this topic, the item needs to be further looked into and discussed. Mr. Powell disagreed that that the town could not sell property.

Shannon questioned the site plan as submitted with the setbacks. It was unclear on the site plan submitted where the property owned by Mr. Fall was in relation to the Town Alleyway. It was requested that a more precise site plan be submitted with all setbacks actually shown from any neighboring land. As well as neighboring properties accurately labeled.

**PCM Songer motioned to table the Land Use Permit John Falls New build; House and Outbuilding, 374 S 7300 E, Parcel # 240110051.** PCM Endicott seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

6) Discussion and/or action on Land use Permit for Robinson Barn expansion and Girl Cave, 7130 E 200 S, Parcel #240150009 (See Attachment #4)

Mr. and Mrs. Robinson were present to speak on behalf of their project. They are looking to expand their barn and re-do a pre-existing outbuilding. The Barn currently has electricity, and the outbuilding has plumbing and electricity. PCM Songer commented that he sees no issue with the plan but it was agreed that the Robinson's need to present better plans with more accurately measured setbacks. The PC commented no living quarters.

Setbacks were discussed, Mr. Robinson stated they recently had their property surveyed and the current barn is 3 feet off the alleyway.

**PCM Songer motioned to table the Land Use Permit for Robinson Barn expansion and Girl Cave, 7130 E 200 S, Parcel #240150009.** PCM Poulter seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

7- ) Discussion and/or action Land Use Permit for Starling Barn, 280 S 7500 E, Parcel # 240100014 (See Attachment #5)

Justin was present to discuss this property on behalf of the Starling's. This property was recently sold by Bill White who had a Land Use Permit for a similar barn. Dimensions of the barn were stated to be 32x64 feet, with a height just under 35feet. Justin stated that the barn will be for storage. The coverage was calculated to be within limits.

**PCM Songer motioned to approve the Land Use Permit Starling Barn, 280 S 7500 E, Parcel # 240100014.** PCM Ferree seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

8-Discussion and/or action on Land Use Permit for Larry Taylor Preservation of Existing Brick Garage and Addition, 6813 E 100 S, Parcel #240170039. (See Attachment #6)

Lawrence Taylor was present to speak on his behalf. Mr. Taylor explained the scope of his project and what they wish to accomplish. He is looking to preserve most of the structure but update it and slightly expand. The building currently has plumbing. They are presenting this project with the ask that since the North side of the building does not meet the required 10 foot setback that they may be allowed to expand the Northside of the building as it is an historical building.

15.15.4, 15-1 were codes sighted by Mr. Taylor that he believes allow exceptions for historical structures. PCM Songer commented that he believes that Mr. Taylor has a case for what he is requesting, but that the Planning Commission does not have the authority to grant it, and it might have to be passed to the Appeals board. TCM Hunter referenced 15.17.3 b as the reason why the PC cannot approve this request as presented. Mr. Taylor stated that the North side of the building is 5 1/2 to 6 feet off the property line.

Mr. Mendoza was present to speak on Mr. Taylor's project, who is a planner and consultant. Mr. Mendoza cited the code and the conditional use table, regarding the preservation of a historical structure.

**PCM Endicott motioned to approve the Land Use Permit for Larry Taylor Preservation of Existing Brick Garage and Addition subject to the setback requirements, 6813 E 100 S, Parcel #240170039.** PCM Songer seconded the motion. All Votes Aye. Motions passes. Votes are reflected below.

VOTES:	
AYES:	Chairman Doug Allen Commissioner Liz Poulter Commissioner Steve Songer Commissioner Allen Endicott Commissioner Suzanne Ferre
NAYS:	

9- Sandy's TC Updates- Skipped due to timing issues

12-Public Comment. Skipped to do timing issues

13-Chairman's Remarks. Chairman Allen thanked all for the discussion.

14-Motion to adjourn.

**PCM Endicott made a motion to adjourn the meeting.** PCM Ferre seconded the motion. All votes Aye. Motion Passes.

**Meeting is adjourned at 8:58 p.m.**

  
\_\_\_\_\_  
Shannon Smith, Clerk

**MINUTES OF THE HUNTSVILLE TOWN  
PLANNING COMMISSION MEETING**

**MEETING DATE:** July, 28<sup>th</sup> 2022  
**PLACE:** Electronic Zoom Meeting with anchor location at Huntsville Library  
 131 S 7400 E, Huntsville Utah  
**TIME:** 6:00 p.m.

NAME	TITLE	STATUS
Doug Allen	Planning Commission Chair	Excused
Liz Poulter	Planning Commissioner	Present
Steve Songer	Planning Commissioner	Present
Jeff Larsen	Planning Commissioner	Present
Allen Endicott	Planning Commissioner	Present
Suzanne Ferree	Alt. Planning Commissioner	Present
Sandy Hunter	TC Liaison	Present
Shannon Smith	Town Clerk	Present
Bill Morris	Town Attorney	Excused

**Citizens: Ron Gault, Bruce Ahlstrom, Arite Powell**

1-Roll call: Chairman Allen welcomed all who are attending the meeting.

PCM Poulter motioned to move item 6) Discussion and/or Annexation Policy Plan and Map on the agenda up. PCM Endicott Seconded the motion. All votes Aye. Motions passes. Vote reflected below.

VOTES:	
AYES:	Commissioner Liz Poulter Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen Commissioner Allen Endicott
NAYS:	

2- Discussion and/or action on Annexation Policy Plan and Map/ General Plan (Attachment #1)

Ron Gault spoke on behalf of the Annexation Policy Plan and Map. The map was discussed as what is currently in the plan and what are is proposed to add to the Map. Ron based this area on where the water company could more feasibly get water to. Ron's suggestion is that the Town include the area at highway 39 and Trappers loop intersection in it's plan. This was Ron's suggestion because Snow Basin owns that land and has been talking about developing that area. If that happens the Town might want to consider annexing this land in the future. It is a possibility that the town might want to include more area here but there would need to be modifications in the water system to pump water up the hill. This would be associated with an impact fee to help cover these costs.



PCM Larsen questioned whether the Town could annex property without the property owner requesting annexation. TCM Anderson stated that it is possible but more difficult. TCM Hunter commented that the Town is interested in expanding the map due to the possibility of the Ogden Valley incorporating. If the greater Ogden Valley incorporated the Town would have first rights to only the land in its annexation map.

TCM Hunter questioned the boundary of this map on the East end. Ron stated that it is the road that goes up to the water plant. PCM Songer questioned that the con would be putting a greater annexation are in the plan. Ron commented that the only con he could think of would be if the Town annexed a greater amount of land and the population grew above a certain number the Town would have to change its governmental body and process. That would be a choice the Town would have to make. The town is obligated to provide water to any area it does annex.

The boundary is currently drawn to about 8600 E, just a few blocks down from the monastery. There were questions if it should be extended to monastery. The boundary would need to stop at Anderson cove as that is forest service land.

TCM Anderson stated most important property he believed to include would be commercial. This way there would not be a large impact on town population, but the tax benefit would be a positive financial gain for the Town. Anderson agreed with the map as drawn.

The area around the green waste landfill was discussed. PCM Endicott spoke in favor of TCM Anderson's comments on including commercial property but limiting residential areas. TCM Hunter also concurred. Hunter stated that she does not feel the map needs to go further East, but it good as Ron has proposed. *Kevin*

It was agreed that a better map needs to be found. PCM Larsen stated that the boundary on the west? should go to the cul-de-sac just past Trappers Loop, to include the parcels on either side of Trappers. PCM Larsen recommended the following guidelines for map boundary's, The east bounty, left as is, North as is, South, follow to Trappers loop and up to include the 4 parcels on either side of Trappers (as the farthest west point).

**PCM Poulter motions to recommend approval of the map Ron has presented, to adjust to go up Trappers loop road, highway 167, to include ethe 2 snow basin parcels and that 2 parcels on the east side of the cul-de -sac. West of 167 to 7000 E.** Motion seconded by PCM Songer. All Votes Aye. Motion Passes. Votes reflected below.

VOTES:	
AYES:	Commissioner Liz Poulter Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen Commissioner Allen Endicott
NAYS:	

General Plan update: The new annexation map will be included here. Ron discussed transferring development rights. It was his understanding that the Town was not interested in this. Ron made a statement to this in the General Plan. Ron also made a comment on the 2 commercial lots currently under contract.

2-Approval of Minutes for Planning Commission Meeting 4-22-21. (Attachment #2)

**PCM Poulter motioned to approve the amended minutes from June 23<sup>rd</sup>, 2022.** PCM Endicott seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Liz Poulter Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen Commissioner Allen Endicott
NAYS:	

3-Discussion and/or action on Land Use Permit for Bean new home build and outdoor dining area (Attachment #3)

Shannon presented a letter signed by Town inspector, Sean Lambert, stating that the height of the Bean Home does fit within town code. The code on height was reviewed.

The issue of coverage was reviewed, it was discussed in last months meeting that the coverage was well under the allotted 35%.

**PCM Endicott motioned to the Land Use permit for Bean Home and covered outdoor dining area, contingent on the coverage being at or below the 35%, per town code.** PCM Songer seconded the motion. All votes Aye. Motion passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Liz Poulter Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen Commissioner Allen Endicott
NAYS:	

4-Discussion and/or action on Land Use Permit for Phil Winston Pole Barn. (Attachment #4)

Setbacks were discussed and deemed appropriate.

PMC Poulter motioned to the Land Use Permit for Phil Winston Pole Barn. PCM Endicott seconded the motion. All Votes Aye. Motion Passes. Votes are reflected below.

VOTES:	
AYES:	Commissioner Liz Poulter Commissioner Sandy Hunter Commissioner Steve Songer Commissioner Jeff Larsen Commissioner Allen Endicott
NAYS:	

6-Sandy's TC Updates

*Bill & Mich.*

TCM Hunter updated on the Wangsgard subdivision. It was agreed that if the Wangsgard's dedicate their parcel # 200100022 as a Town alley then this alleyway can be considered frontage for the lot being subdivided.

The road into the Sage development has changed to a cul-de-sac, not a through street. This plan has been approved by the Fire Marshall. CW Lands is also currently working with the Town on the development agreement. The A3 Zone will need to be approved before the development agreement.

The Town received a letter from Tom Freeman's attorney. This letter is requesting the appeals authority review this property in question and deem it buildable. The letter sighted that if a lot was existing before 1992 it is buildable. But these two lots were not a part of Huntsville in 1992, they were annexed into town in 2014. A map was presented with the letter, but the accuracy of the map is in question.

12-Public Comment. There were none.

13-Chairman's Remarks. PCM Larsen thanked all for the discussion.

14-Motion to adjourn.

**PCM Larsen made a motion to adjourn the meeting.** PCM Songer seconded the motion. All votes Aye. Motion Passes.

**Meeting is adjourned at 8:26 p.m.**

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Shannon Smith, Clerk



## **Public Hearing Agenda**

- 1) Public Hearing for Ordinance 2022-8-25: Development Agreement for CW Lands and Final Plat Subdivision for CW Lands/ Sage Development
- 2) Presentation by Bill Morris on Ordinance 2022-8-25 (10 min)
- 3) Presentation by Jared Anderson on Final Plat Subdivision (10 min)
- 4) Presentation by CW Lands (10 min)
- 5) Motion to open Public Hearing
- 6) Public Comment (15 min)
- 7) Opportunity for Mr. Morris/ Mr. Anderson or CW Lands to Respond (10 min)
- 8) Close Public Hearing
- 9) Planning commission discussion and action (20 min)

**STAFF REPORT TO PLANNING COMMISSION**

**August 25, 2022  
Subdivision - Sage**

**Findings of Fact:**

1. Property is zoned A-3
2. The property is 73 acres and requires a sewer system and wetlands delineation.
3. Developer proposes a twenty (20) lot residential subdivision.
4. Preliminary approval from the Town Council was given November 18, 2021.

**Standards for Review:**

1. Title 15.6 provides for site development in the A-3 Zone.
2. Title 25 of the Municipal Code governs Subdivisions.
3. Title 15.15 governs Sensitive Lands.
4. The provisions of the Development Agreement will govern other aspects of the Subdivision.

**Documentation Provided to Huntsville Town:**

- 1 Subdivision Application, Annexation Agreement, and water connection fees paid.
- 2 Proposed Final Subdivision Plat.
- 4 Memorandum from the Town Engineer, Jared Andersen.
5. Approval from Weber Fire District for subdivision and street design.
6. Aquatic Resource Delineation Report from Martin & Nicholson.
7. Stream Alteration Permit from Utah Department of Natural Resources.
8. Geotechnical Engineering Study from CMT Engineering.
9. Application for permit to Army Corps of Engineers.
10. Commitment to serve letters from affected entities and utilities.
11. Sewer Agreement approved by the Town Council for in accordance with Utah Rule 317.

**Documentation Town Needs for Final Plat Approval:**

1. Final delineation approval from the Army Corps of Engineers.
2. Approval from Weber-Morgan Health for sewer system design under Utah Rule 317.

All of Steve

**Requirements for Final Plat and Development Agreement Approval:**

1. Compliance with the Town Engineer and any effected agency requirements.
2. Approval of the Development Agreement and Bond for public improvements.
3. Final delineation approval from the Army Corps of Engineers.
4. Approval from Weber-Morgan Health for sewer system design under Utah Rule 317.

Motion to repon  
Approval of  
one's Final Plat  
w/ the filing stipulation  
1-4 on staff return  
with add. 5th - County Eng

**Staff Recommendations:**

Staff recommends approval subject to the requirements outlined above in this Staff Report.

5 County Eng. for Drain  
Approvals

**Required Action:**

**Motion to Approve** (Example: I move to recommend Approval of Final Plat and Ordinance 2022-8-25 adopting the development agreement between Huntsville Town and CW Lands for Sage Development subject to the requirements outlined in the Staff Report dated August 25, 2022 (and other conditions as outlined by the planning commission).

review  
approve  
what

**Motion to Deny** (Example: I move to recommend Denial of Final Plat and Ordinance 2022-8-25 adopting the development agreement between Huntsville Town and CW Lands for Sage Development (please provide findings and reasons to support denial as determined by the planning commission).

**Motion to Table** (Example: I move to Table the Final Plat and Ordinance 2022-8-25 adopting the development agreement between Huntsville Town CW Lands for Sage Development, (list reasons for tabling, State date tabled to and requirements for reappearance).

roll call  
Agar

PC meeting 8.25.2022  
Attachment #2

**HUNTSVILLE TOWN  
ORDINANCE 2022-8-25**

**SAGE DEVELOPMENT AGREEMENT AND SUBDIVISION PLAT**

**AN ORDINANCE OF HUNTSVILLE TOWN, UTAH, ADOPTING A  
DEVELOPMENT AGREEMENT AND FINAL SUBDIVISION PLAT FOR  
THE SAGE PROJECT.**

**WHEREAS**, Huntsville Town (hereafter referred to as "Town") is a municipal corporation, duly organized and existing under the laws of the State of Utah;

**WHEREAS**, Title 10, Chapter 9a of the *Utah Code Annotated* provides the process of subdivision and development including the adoption of a development agreement;

**WHEREAS**, the Town received a subdivision application from CW Lands to subdivide certain real property as outlined in an Annexation Agreement previously entered by the Parties;

**WHEREAS**, the Parties have negotiated the Development Agreement over the course of the last year and now desire to enter said Development Agreement and approve the Final Subdivision Plat;

**WHEREAS**, the Planning Commission held a public hearing on the Development Agreement and Final Subdivision Plat at its meeting on August 25, 2022, and subsequently gave its recommendation to adopt this Ordinance and approve the Final Subdivision Plat on this day, the \_\_\_\_ of \_\_\_\_\_, 2022;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of Huntsville Town, Weber County, State of Utah, as follows:

**Section 1. Findings.**

The Town Council hereby finds as follows:

1. That this application for Subdivision was duly filed by CW Lands.
2. That the Town and CW Lands have negotiated a Development Agreement which is attached hereto and incorporated herein by this reference.
3. The Development Agreement includes the applicable provisions of the Annexation Agreement.
4. That all notices have be properly posted or otherwise given.
5. That the Planning Commission held its public hearing and gave its recommendation to the Town Council.
6. That the Town Council is the Legislative Body of the Town with authority to approve the Development Agreement.

**Section 2. Development Agreement Approved.**

The Development Agreement attached hereto as Exhibit "A" and incorporated herein by this reference is hereby adopted and approved. The Town Council hereby authorizes the Mayor to correct any remaining grammatical or typographical errors, finalize the Development Agreement, and execute the same.

**Section 3. Final Subdivision Plat Approval.**

The Final Subdivision Plat attached hereto as Exhibit "B" and incorporated herein by this reference is hereby approved and adopted, the same shall be finalized and executed as may be required by Weber County prior to recording.

**Section 6. Effective Date.**

This Ordinance is effective immediately on adoption and posting.

**ADOPTED AND PASSED** by the Town Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

Municipal Roll Call Vote:

VOTES:	AYES	NAYS	EXCUSED	RECUSED
Mayor Richard Sorensen				
CM Bruce Ahlstrom				
CM Kevin Anderson				
CM Sandy Hunter				
CM Artie Powell				

\_\_\_\_\_  
**RICHARD L. SORENSEN**, Mayor

**ATTEST:**

\_\_\_\_\_  
**BECKKI ENDICOTT**, Town Clerk

**RECORDED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**POSTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CERTIFICATE OF PASSAGE AND POSTING**

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the Town Clerk of Huntsville Town, hereby certify that foregoing Ordinance was duly passed and published, or posted on the above-

referenced dates at the following locations: 1) Town Hall, 2) Huntsville Town Post Office, 3) [www.huntsvilletown.com](http://www.huntsvilletown.com) 4) [www.pmn.gov](http://www.pmn.gov)

\_\_\_\_\_  
Beckki Endicott, Town Clerk

DATE: \_\_\_\_\_

WHEN RECORDED, RETURN TO:  
CW The Sage, LLC  
Attn: Legal Department  
1222 W. Legacy Crossing Blvd., Ste. 6  
Centerville, UT 84014

Affecting Parcel No(s): 24-019-0001; 24-019-0023; 21-026-0040 through 0041; and  
24-019-0011 through 0013

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### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into as of the Effective Date (defined on the top of the first signature page below), by and between Huntsville Town, a municipal corporation of the State of Utah (“**Town**”) and CW The Sage, LLC, a Utah limited liability company, or its permitted assigns (“**Developer**”). Town and Developer may be referred to herein individually as a “**Party**” or collectively, as the “**Parties**”.

### RECITALS

A. Developer is the owner of approximately seventy-three (73) acres of real property located in the Town, as is more particularly described on Exhibit “A”, attached hereto and incorporated herein by reference (the “**Property**”).

B. The Property was annexed into the Town pursuant to that certain *Annexation Agreement for Property Located at Huntsville Town, Weber County, Utah*, dated effective August 5, 2021, and recorded in the office of the Weber County Recorder on October 22, 2021 as Entry Number 3192269 (the “**Annexation Agreement**”) and is currently zoned Agricultural Zone A-3 (the “**A-3 Zone**”) under the Town’s existing zoning ordinances. Developer desires to develop upon the Property a maximum of twenty (20) three-acre minimum single-family lots (“**Project**”) consistent with the Agricultural Zone A-3 zoning ordinance and the Annexation Agreement.

C. Developer or its assignee shall design, develop, and construct common improvements within the Project in accordance with (i) applicable laws, rules, ordinance, and regulations, including the Town’s zoning ordinance in effect on the date on which this Agreement is approved by the Huntsville Town Council, and (ii) the terms and provisions of the Annexation Agreement.

D. The Town has the authority to enter into this Agreement pursuant to Utah Code Ann. (“**Utah Code**”) Section 10-9a-102(2) and relevant provisions of the zoning ordinance, and the Town desires to enter into this Agreement with the Developer for the purpose of establishing specific rights and obligations, in addition to those already vested in the Property through the Agricultural Zone A-3 zoning ordinance, Annexation Agreement, or otherwise, of the Town and the Developer with respect to the Project in accordance with the terms and conditions of this Agreement.

E. The Parties intend to be bound by the terms of this Agreement as set forth in Utah Code §10-9a-\_\_\_\_\_

### AGREEMENT



NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. **Purpose.** The purpose of this Agreement is for the subdivision and development of land as legally described in Exhibit "A" and referred to as the "**Subdivision**" to be developed according to the terms of this Agreement.

3. **Zoning.** The Property shall be developed in accordance with the requirements of (i) the Annexation Agreement; (ii) the A-3 Zone and the Town Code and all other applicable land use regulations, standards, and specifications of the Town in effect as of the Effective Date of this Agreement ("**Town Land Use Regulations**"); and (iii) this Agreement. The Parties understand and intend that this Agreement is a "development agreement" within the meaning of, and entered into pursuant to the terms of, Utah Code §10-9a-102(2). Notwithstanding this Agreement, the Parties remain subject to the approval and permit process, specifically related to subdivisions and building permits as provided in the Town Land Use Regulation, and any other applicable ordinances of the Town, and applicable state and federal law.

4. **Governing Standards and Guidelines.**

a. **Generally.** Subject to any deviations or modifications herein, the: (i) terms and provisions of the Annexation Agreement; and (ii) the Town A-3 Zone, and (iii) all other Town ordinances and regulations, including without limitation its Land Use Regulations, (collectively, the "**Governing Standards and Guidelines**"). All Developer submittals must comply with the Governing Standards and Guidelines. Any standards not addressed in this Agreement shall follow Governing Standards and Guidelines.

b. **Density.** The overall density for the Project shall not exceed twenty (20) residential dwelling units (the "**Maximum Lots**"). However, Developer may be further limited from developing the Maximum Lots by wetlands, topography, changes to highways, eminent domain acquisitions, the sale of any interests in the Property, including without limitation, under threat of eminent domain acquisition, or other limiting factors unrelated to this Agreement. Based upon current plans of the Utah Department of Transportation ("**UDOT**") for the Project widening S.R. 39 at 100 South Street, all lot size standards are anticipated to conform to the UDOT widening Project under UDOT's current plans. If UDOT takes additional property from a lot making it non-conforming and the Developer owns said lot, then UDOT is presumed to have taken the value of the lot and the subdivision is reduced by that lot. In the event the owner of the lot has filed an application for a building permit it is vested under state law and any taking by UDOT that reduced the lot size below the standard shall render the lot a legal non-confirming lot.

c. **Right-of-Way.** The sixty-six foot (66') wide and approximately two thousand four hundred fifty foot (2,450') long public right-of-way located within the development, and graphically depicted on the Concept Plan, shall be constructed and comply strictly with all requirements imposed by the office of the Weber County Fire Marshall, including without limitation those attached hereto as Exhibit "B", Town Land Use Regulations, Governing Standards and Guidelines (the "**Right-of-Way**"). Notwithstanding the terms and provisions contained in the Annexation Agreement, the Parties agree that the Right-of-Way shall be open to the public and no gates across the Right-of-Way shall be permitted. Additionally, the Association (as defined below) shall be responsible for the ongoing maintenance, repair, and general upkeep of the Right-of-Way including, without limitation, snow removal. No vehicle parking where posted "No Parking" by the

proper sign. In the event the homeowners' association fails to maintain the Right-of-Way to Governing Standards and Guidelines, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the Homeowners' Association ("**Association**") fails to timely remedy the identified deficiencies to Governing Standards and Guidelines, then, upon expiration of the applicable cure period, the Town may, pursuant to Section 7 below, create a special service district (as defined in Utah Code §17D-1-102(11), or successor statute, to fund maintenance of the Right-of-Way, at which point the Town shall be charged with all ongoing maintenance, repair, and general upkeep of the Right-of-Way including, without limitation, snow removal.

d. **Violations**. In addition to fines allowed under state law or the municipal code, where the Association is in violation of this Agreement or other agreement with the Town, then the Association may be fined by the Town, after a thirty (30) day cure period commencing upon written notice from the Town: i) \$500 for the first uncured offense and, ii) \$1,000 for the second uncured offense. The Town may also record a Certificate of Non-compliance on the Association common property area until cured.

e. **Pedestrian Trail and Landscaping**. Developer shall install a pedestrian sidewalk/trail as well as landscaping improvements along 500 South on the North side of the Right-of-Way (collectively, the "**Pedestrian Trail**"). The Pedestrian Trail shall be constructed pursuant to Developer's construction drawings and design standards and specifications approved by the Town. Bicycle access is also permitted on the Pedestrian Trail.

f. **Culinary Water**. Culinary water shall be provided by the Town and the Developer has already paid the agreed connection fees in accordance with the applicable Annexation Agreement. Developer shall construct the culinary water facilities to the Governing Standards and Guidelines as reasonably determined by the Town Engineer. Meters and installations costs shall also be paid by the lot owner at the time each building permit is issued.

g. **Secondary Water**. The Project is located within the service boundary of the Huntsville Irrigation Water Company (the "**Water Company**"). As such, Developer and the Water Company will finalize plans for Developer to connect to the Water Company's system for secondary water service. The Developer acknowledges that it and the Association shall not be entitled to connect to the Town's secondary water system nor shall Developer and the Association be obligated to pay any costs, fees, expenses, or other liabilities associated with the Town's secondary water system as a condition of development of the Project. Developer and the Association shall have no right to use culinary water for secondary or irrigation purposes.

h. **Sanitary Sewer**. The Weber-Morgan Health Department has required a sewer system in accordance with Utah Rule 317-4. The Developer is required to construct the required sewer system in accordance with Utah Rule 317-4 as applied by the Weber-Morgan Health Department. The Association is responsible for all operation, maintenance, repair, and replacement for the sewer system. The Town and Developer shall enter a Sewer Maintenance Agreement making the Association fully responsible for the sewer system and outlining responsibilities of the Parties.

i. **Wetlands**. All applicable regulations of the Army Corps of Engineers shall be followed with regards to the Project and preserved with a mutually approved Conservation Easement to be submitted as part of subdivision approval holding the Town harmless for the same. The Developer does not anticipate any changes to the current boundaries shown on the Final Plat of the wetlands delineated as already inspected by the U.S. Army Corps of Engineers. The Developer agrees to indemnify the Town and any lot owner from any liability arising from approval of the Final Plat.



j. **Flag Lots.** As part of the development, Developer will construct the shared driveway portion of the flag lots in accordance with the approved Improvement plans. For the length of the flag, the shared driveway shall be a minimum of twenty-six feet (26') wide.

5. **Authorized Development Activities.** Upon execution of this Agreement, the following activities related to the Project and development of the Property shall be authorized:

a. **Improvement Plans.** The Town Engineer shall review and return comment on each improvement drawing within thirty (30) days of receipt.

b. **Final Plat.** The Developer submitted the Final Plat to the Town on or about \_\_\_\_\_ and the Final Plat has been reviewed by the Town Engineer who has issued a Memorandum consisting of items to be addressed, and such items shall be resolved before signing and recording of the Final Plat.

6. **Vested Rights and Reserved Legislative Powers.**

a. **Vested Rights.** Developer may develop the Project in accordance with the provisions of the Governing Standards and Guidelines and approvals to the full extent permitted under the laws of the Town, the State of Utah and the United States, (collectively, the "**Vested Rights**"). The scope of any "vested rights" is subject to Utah Code §10-9a-509 and Utah's applicable common law.

b. **Reserved Legislative Powers.** Pursuant to Utah Code §10-9a-532(2)(a), this Agreement is not intended to, and does not (i) limit the Town's authority in the future to enact a land use regulation; or take any action allowed under Utah Code §10-8-84. Neither does this Agreement require the Town municipality to change the zoning designation of an area of land within the municipality in the future; or contain a term that conflicts with, or is different from a standard set forth in an existing land use regulation that governs the area subject to this Agreement with the same procedures for enacting a land use regulation under Utah Code §10-9a-502, including a review and recommendation from the planning commission and a public hearing. is different from, a standard set forth in an existing land use regulation that governs the area subject to this Agreement, unless the legislative body approves this Agreement in accordance with the same procedures for enacting a land use regulation under Utah Code §10-9a-502, including a review and re commendation from the planning commission and a public hearing. Notwithstanding this Section 6(b), the Project shall be limited to one (1) single-family home and any and all other structures or improvements allowed in accordance with the Governing Standards and Guidelines.

c. **Applications and Legislative Powers.** The Town shall process each application of the Developer consistent with the Governing Standards and Guidelines and applicable ordinances and statutes.

d. **Indemnification.** Developer shall, at all times, protect, indemnify, save harmless and defend the Town and its agents, employees, officers, and elected officials from and against any and all claims, demands, judgments, expense, and all other damages of every kind and nature made, rendered, or incurred by or in behalf of any person or persons whomsoever, including the Parties hereto and their employees, which may arise out of any act or failure to act, work or other activity related in any way to the failure to completely adhere to the Governing Standards and Guidelines, by Developer, Developer's agents, employees, subcontractors, or suppliers in the performance and execution of the work/development contemplated by this Agreement. Nothing in this provision shall be deemed to limit or impair Developer's rights or claims for contribution, indemnification, or

relief against Developer's contractors, subcontractors, or suppliers. Unless otherwise provided by this Agreement, Developer shall not be required to indemnify, hold harmless, or defend the Town from any claims or liabilities caused by, or resulting from, any negligent actions or failures to act by the Town or its agents, employees, officers, or contractors.

e. **Referendum.** In the event of a referendum for the approval of this Agreement, and if the Town in its sole discretion, subsequent to the approval of this Agreement, elects to defend against a referendum (including a referendum or similar ballot measure), the Developer shall reimburse the Town for any applicable attorney's fees, court costs, and any related costs of defending against the referendum so long as such defense is undertaken with counsel acceptable to and approved in writing by Developer. The Developer's obligation to indemnify the Town during any defense of a referendum shall be reimbursed within ten (10) business days of the Town providing written notice to Developer of the Town's receipt of a periodic or final invoice, a judgment, a settlement, or other obligation by the Town, which written notice shall include support satisfactory to Developer that the Town has actually incurred and paid the identified reimbursement costs. Developer's obligation to indemnify against the actual incurred and paid costs of defense shall exist if, and only if, such defense is undertaken with counsel acceptable to and approved in writing by Developer, regardless of the outcome of the referendum or decisions to modify or withdraw the approval.

7. **Special Assessment Areas or Limited Purpose Government Entities.** Subject to Section 4(c) above, the Town, in its sole discretion, may create a special service district pursuant to Utah Code §17D-1-101, et seq., or successor statute, to fund maintenance of the public Improvements following the Town's final acceptance of the same.

8. **Town Obligations.**

a. **Approval.** The Town Council grants approval of this Agreement and Final Plat as a legislative function and in accordance with Paragraphs 5 and 6.

b. **Improvements.** The Developer shall submit a list of itemized improvements and cost estimate to the Town Engineer who may approve, modify, or deny each itemized improvement and cost as is reasonable under the circumstances. The Town Engineer has have thirty (30) days from receipt to review the list of itemized improvements. Upon approval by the Town Engineer of the list of itemized improvements, along with the cost estimate shall become the official list of Subdivision Improvements ("**Improvements**") and the list of improvements and costs is referred to as the "**Engineer's Cost Estimate**". The Engineer's Cost Estimate shall be the basis for the estimated total cost of the Improvements plus a ten (10) percent contingency to account for the "**Improvements**" related to this Subdivision. The Town Engineer may include any fees owed to Town related to the Subdivision as part of the Engineer's Cost Estimate, including but not limited to planning, inspection, and engineering fees that the Town will incur during the construction of the Subdivision through final acceptance of the Improvements. The Engineer's Cost Estimate shall be attached as Exhibit "C" and incorporated herein. Developer is responsible for the actual costs, including any overages, on the Project. The Developer shall provide the Town as surety bond by a minimum "A" rated bond agency.

c. **Acceptance.** The Town may, in its reasonable discretion, accept Improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, if the Improvements meet Governing Standards and Guidelines applicable to the Project at the time of acceptance through the subdivision dedication process;

provided, however, Town's acceptance of all applicable Improvements shall not be unreasonably withheld, conditioned, or delayed. Subject to any provision herein to the contrary, following such approval and acceptance by the Town, the Town shall be solely responsible for all accepted Improvements pursuant to the Governing Standards and Guidelines.

d. **Dedication.** Except for septic systems, secondary water systems, and any other Improvement not maintained by the Town, the Improvements constructed as part of this Project shall be dedicated to the Town at final acceptance.

9. **Developer Obligations.** In addition to all other duties and obligations of the Developer required by this Agreement and the Governing Standards and Guidelines, Developer shall have the following obligations.

a. **Dedication of Improvements.** Developer shall dedicate to the Town free of any interest all Improvements. Developer shall also dedicate all roadways, easements, and other interests as shown on the Final Plat to the Town.

b. **Town Fees.** The property owner of each lot shall pay all duly imposed applicable fees owned to the Town, or other agency, for issuance of the building permit. c. **Construction Mitigation.** Developer shall submit to a pre-construction meeting with the Town and other affected entities as needed. The Developer will following reasonable mitigation measures to mitigate the impact of construction within the Project on adjoining parcels. Owner shall also adhere to the usual and customary construction impact mitigation measures required by the Town, including the SWPPP requirements as mandated by the State of Utah, as such may be amended from time to time. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included with as part of the construction drawings

i. Limit of disturbance, vegetation protection, and the re-vegetation plan for all construction, including construction of public improvements;

ii. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed;

iii. Construction traffic routing plan to minimize traffic impacts as approved by Town.

iv. Developer shall comply with all restoration landscaping requirements required by the U.S. Army Corps of Engineers and as may be specified in the Governing Standards and Guidelines.

v. Developer shall design and engineer all subdivision Improvements in compliance with applicable standards.

10. **Default.** An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder when due and the defaulting Party has not performed the delinquent obligations within ninety (90) days following delivery to the delinquent Party of written notice of such delinquency. Notwithstanding the foregoing, if the default cannot reasonably be cured within that 90-day period, a Party shall not be in default so long as that Party commences to cure the default within that 90-day period and diligently continues such cure in good faith until complete. Prior to either Party exercising any default remedies set forth in Section 10(a), the non-defaulting

Party hereby agrees to meet and confer with the defaulting Party to explore and determine, in good faith, a mutually acceptable resolution to cure the default or an acceptable plan to cure the default in the future.

a. **Remedies.** Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all of the following rights and remedies against the defaulting Party:

1. All rights and remedies available at law and in equity, including injunctive relief, specific performance, and termination, including attorney's fees to the prevailing Party.

2. The right to withhold all further approvals, licenses, permits, or other rights associated with the Project or development activity pertaining to the defaulting Party as described in this Agreement until such default has been cured.

3. The right to draw upon any security posted or provided in connection with the Property or Project by the defaulting Party.

The rights and remedies set forth herein shall be cumulative.

11. **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below:

To the Developer: CW Land Co., LLC  
Attn: Colin Wright  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, Utah 84014  
[colin@cw.land](mailto:colin@cw.land)

With a copy to: CW Development Group, LLC  
Attn: Tony Hill  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, Utah 84014  
[tony@cw.land](mailto:tony@cw.land)

To the Town: Beckki Endicott, Town Clerk  
PO Box 267  
Huntsville, Utah 84317  
[bendicott@huntsvilletown.com](mailto:bendicott@huntsvilletown.com)

12. **Payment of Fees.**

a. **General Requirement of Payment of Fees and Costs.** Developer and/or an assignee shall pay to the Town all fees in amounts and at times specified in the Governing Standards and Guidelines. In order to facilitate the Town's third-party engineer to timely review the Improvement plans, the Town shall send to Developer an invoice identifying a retainer payment equal to Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) (the "**Retainer**"), which amount Developer shall pay to the Town within ten (10) business days of receipt. Thereafter, the Town agrees to solely use the Retainer to pay its third-party engineer for costs arising from its review of the Improvement plans.

b. **Reimbursement for “Upsizing”**. The Town shall not require Developer to “upsized” any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless the Town agrees to compensate Developer for the pro rata costs incurred as a result of such upsizing. Compensation to Developer for any “upsizing” of the public improvements shall be agreed to by Developer and the Town as a part of a customary reimbursement agreement which may be entered into by such Parties.

13. **Security**.

a. **Bonding**. With respect to development of the Project, the Parties agree that the only required bonding for the Project shall be governed by this Section 13(a). Additionally, the Parties agree and acknowledge that, following approval of the Improvement, Developer is expressly authorized to post a surety bond issued by a reputable company and approved by the Town Attorney (the “**Bond**”) to satisfy all bonding requirements for the Project. Developer’s Bond obligations shall be as follows:

i. **Ten Percent (10%) Bond**. Upon approval of the Improvement Plans and the Engineer’s Cost Estimate, which review and approval shall not be unreasonably withheld, conditioned, or delayed, and prior to the Developer commencing any Improvements (as identified in the Improvement plans) within the Project, Developer shall post a Bond equal to ten percent (10%) of the Engineer’s Cost Estimate (the “**10% Bond**”), and

ii. **Plat Recordation**. At recordation of the final plat, Developer shall replace the 10% Bond with a new Bond equal to the amount of the incomplete Improvements (as identified in the Improvement plans) for the Project.

b. **Warranty**. The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of one (1) year from the date that the Town accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance as provided by law.

14. **General Terms and Conditions**.

a. **Headings**. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. **Binding Effect**. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors, and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a “**successor**” includes a Party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such Party’s submission of land use applications to the Town relating to the Property or the Project.

c. **Non-Liability of Town Officials and Employees**. No officer, representative, consultant, attorney, agent, or employee of the Town shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the Town, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. **Third Party Rights**. Except for the Developer, the Town, and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express

intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the Town has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the Town has accepted the dedication of such improvements

e. **Further Documentation.** This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering, and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

f. **Relationship of Parties.** This Agreement does not create any joint venture, partnership, undertaking, business arrangement, or fiduciary relationship between the Town and the Developer.

g. **Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to and shall be deemed to run with the land and individual parcels and shall be binding on and shall benefit all successors in the ownership of any portion of the Property. No later than ten (10) days after the Town enters into this Agreement, the Town shall cause the same to be recorded in the office of the Weber County Recorder.

h. **Performance.** Each Party, person, and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of the final plat, certificates of occupancy or other approvals associated therewith.

i. **Applicable Law.** This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. **Construction.** This Agreement has been reviewed and revised by legal counsel for both Town and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

k. **Consents and Approvals.** Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the Town shall be given or withheld by the Town in compliance with this Agreement and the Town Ordinances.

l. **Approval and Authority to Execute.** Each of the Parties represents and warrants as of the Effective Date this Agreement, that each has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. **Estoppel Certificate.** If no default has occurred in the provisions of this Agreement and upon ten (10) days prior written request by Developer or an assignee, the Town will execute an estoppel certificate to any third party, certifying that Developer (or an assignee) at that time is not in default of the terms of this Agreement.

n. **Termination.**

i. Notwithstanding anything in this Agreement to the contrary, the term of this Agreement shall be until ten (10) years after this Agreement is recorded (unless earlier terminated or modified by written amendment as set forth below). The Term may be extended by mutual agreement of the Parties for up to two (2) periods of five (5) years each, which extensions shall be granted if Developer has not been notified by Town of any default hereunder, or if any noticed default is in the process of being cured as provided for herein. However, the provisions that apply to the Association shall continue in perpetuity.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, the obligations of the Town and the defaulting Party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

15. **Assignability.** The rights and responsibilities of Developer under this Agreement may not be assigned in whole or in part by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned, or delayed. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

16. **Sale or Conveyance.** If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, requirements, and density as applicable to such parcel and be subject to the same limitations and rights of the Town as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the Town except as otherwise provided herein.

17. **No Waiver.** Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

18. **Severability.** If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

19. **Force Majeure.** Any prevention, delay, or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment, or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations, or controls; pandemics or epidemics; judicial orders; enemy or hostile government actions; wars, civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

20. **Integration.** This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter hereof; provided, however, that the zoning ordinance and the Town Master Plan shall govern the procedures and standards for approval of each subdivision and public improvement.

21. **Remedies/Costs of Enforcement.** Either Party hereto may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement. In the event of an Event of Default by Developer or in the event of a default hereunder by the Town, that Party shall be liable for all reasonable costs and expenses incurred by the other Parties enforcing the provisions of this Agreement, whether or not legal action is instituted.

22. **Amendment.** This Agreement may be amended only in writing signed by the Parties hereto. All amendments to this Agreement shall be considered by the Town Council if and as applicable in accordance with the requirements and procedures set forth in the zoning ordinance. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit, or other portion of the Project.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”).

TOWN:

HUNTSVILLE TOWN

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH            )  
                                  §  
COUNTY OF WEBER        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Development Agreement on behalf of Huntsville Town, and who duly acknowledged to me that she / he executed the same for the purposes therein stated.

\_\_\_\_\_  
(Notary Public)

(Seal)

[Developer Signature and Acknowledgement Page Follows]



**EXHIBIT "A"**

Legal Description of the Property

PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

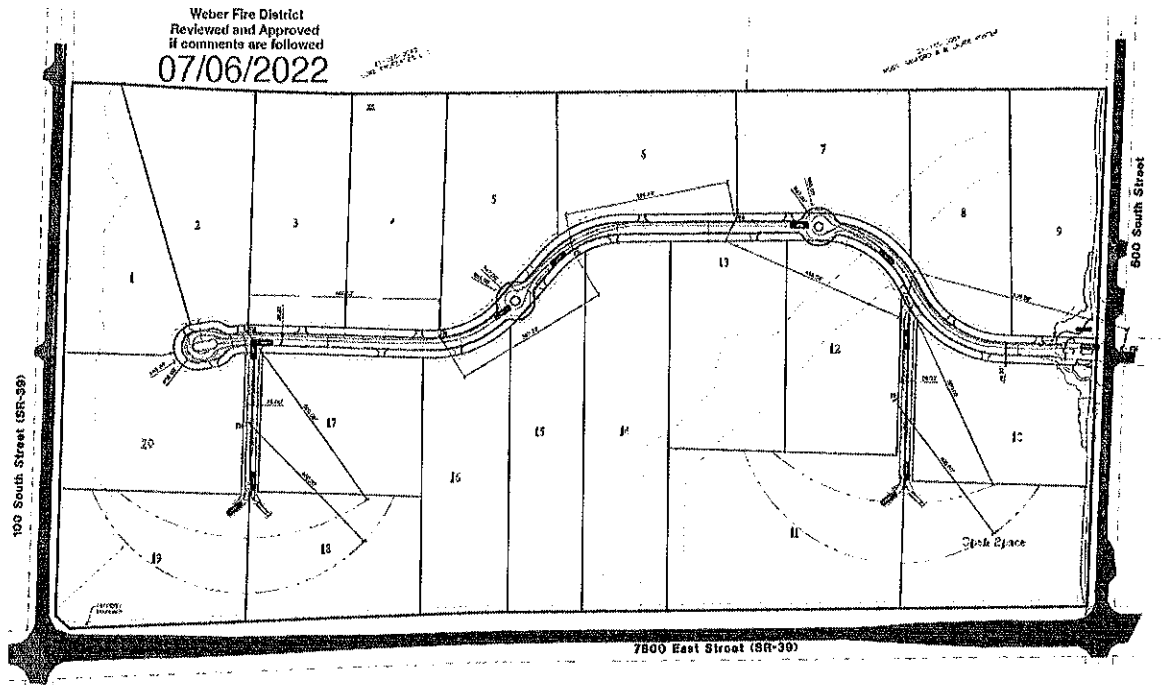
BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET AND THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 39, SAID POINT BEING NORTH 2148.19 FEET AND WEST 592.15 FEET FROM A FOUND WITNESS CORNER TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE ALONG THE EASTERLY RIGHT OF WAY LINE OF HIGHWAY 39 THE FOLLOWING TWO (2) COURSES: (1) N01°06'54"W 1453.03 FEET; AND (2) N02°42'54"W 1009.43 FEET; THENCE N39°56'32"E 45.65 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S88°46'33"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 1279.69 FEET TO AN EXISTING FENCE; THENCE ALONG SAID EXISTING FENCE THE FOLLOWING FIVE (5) COURSES: (1) S01°12'05"W 120.70 FEET; (2) S02°49'41"W 203.53 FEET; (3) S01°36'49"W 319.23 FEET; (4) S01°00'32"E 985.88 FEET; AND (5) S00°53'49"E 873.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 500 SOUTH STREET; THENCE N88°28'15"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1242.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 72.021 ACRES MORE OR LESS.

## EXHIBIT "B"

### Weber County Fire Marshall Right-of-Way Requirements

See image below showing Weber County Fire Marshall's approval if the requirements established on that certain *Plan Review*, reviewed by David Reed, Fire Marshal, dated July 6, 2022, for the Sage Subdivision are followed. Although not attached to this Agreement, the Plan Review is expressly included and made a part of this Agreement by this reference.



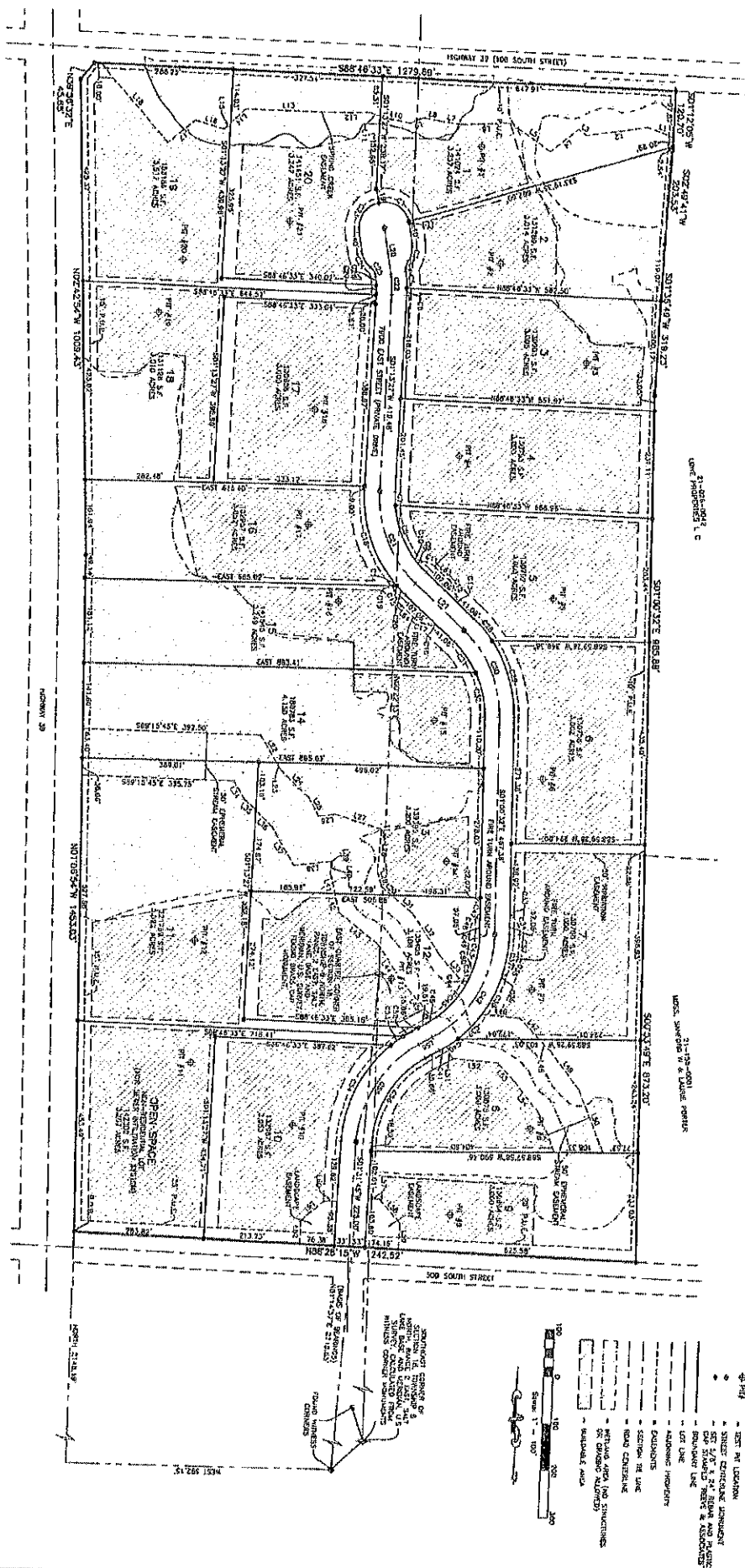
**EXHIBIT "C"**


Engineer's Costs Estimate

[TO BE PROVIDED BY TOWN ENGINEER]

PART OF THE EAST HALF OF SECTION 18 AND THE WEST HALF OF SECTION 17, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY  
 HUNTSVILLE TOWN, WEBER COUNTY, UTAH  
 JUNE, 2022

**SAGE**



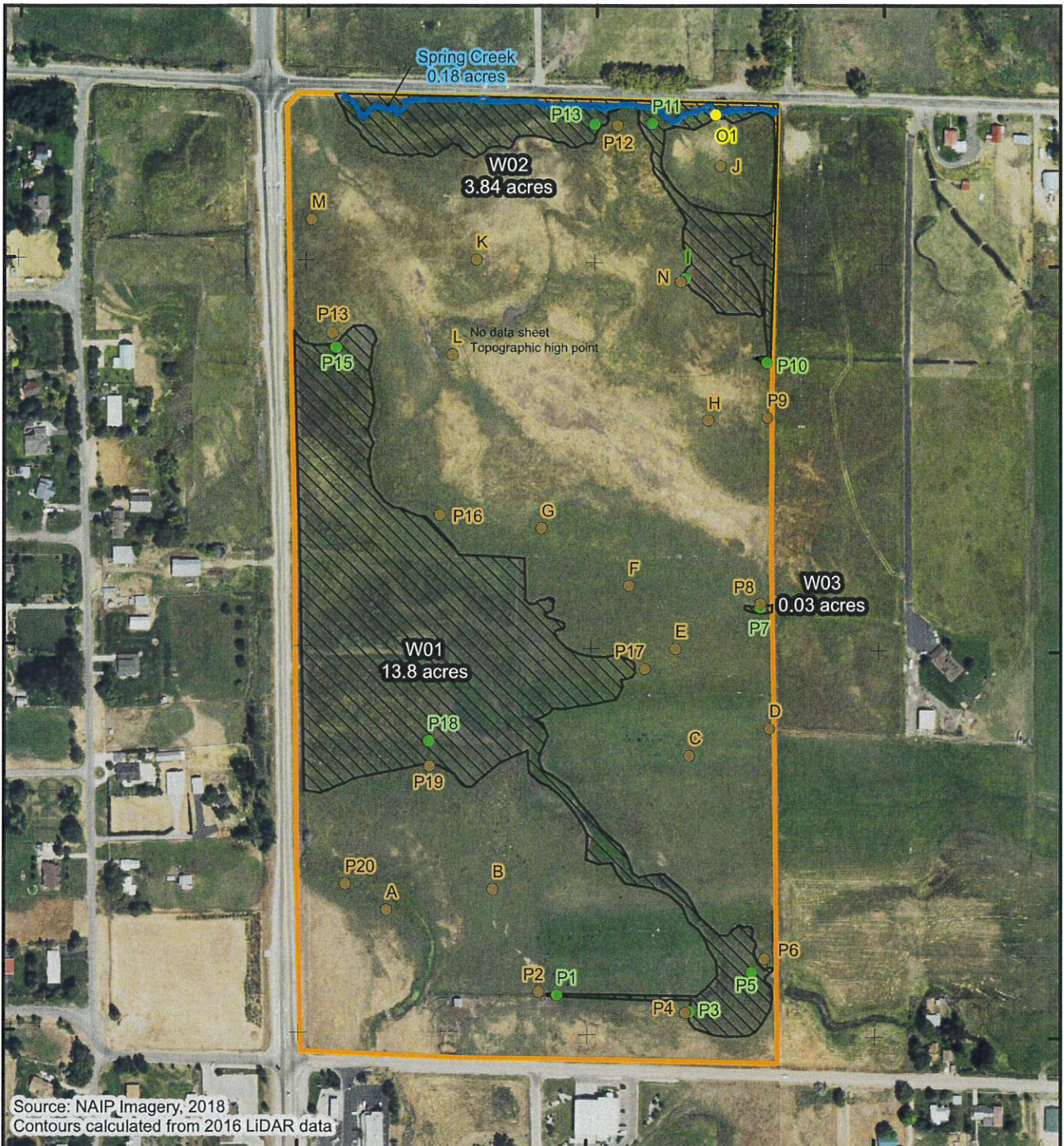


**Reeve & Associates, Inc.**  
 1000 W. 1000 S. SUITE 1000  
 SALT LAKE CITY, UT 84119

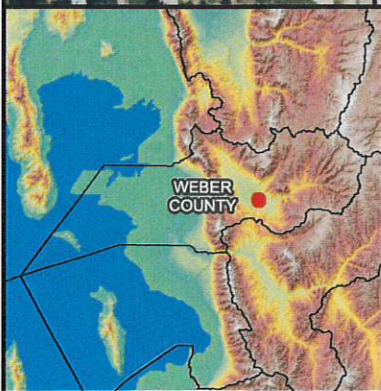
<b>PROJECT DATA</b>	<b>WEBER COUNTY RECORDS</b>
Project Name: SAGE	Utility Name: 144" R/W
Client: SAGE	Project No: 144" R/W
Survey Date: 2022	Record No: 144" R/W
Surveyor: SAGE	Record Date: 144" R/W
Checked: SAGE	Record Status: 144" R/W
Approved: SAGE	Record Location: 144" R/W

*10/ Building Envelope*



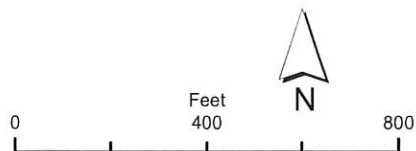


Source: NAIP Imagery, 2018  
 Contours calculated from 2016 LiDAR data



- Survey Area (73.4 acres)
- Data Point
  - Observation
  - Upland
  - Wetland
- PEM
- R5

Delineation field work completed 10/28/2020 & 10/01/2021



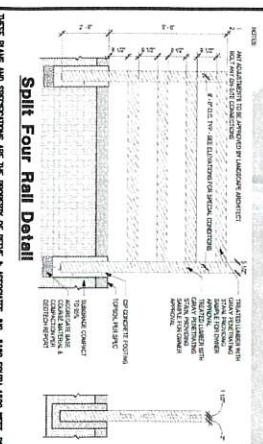
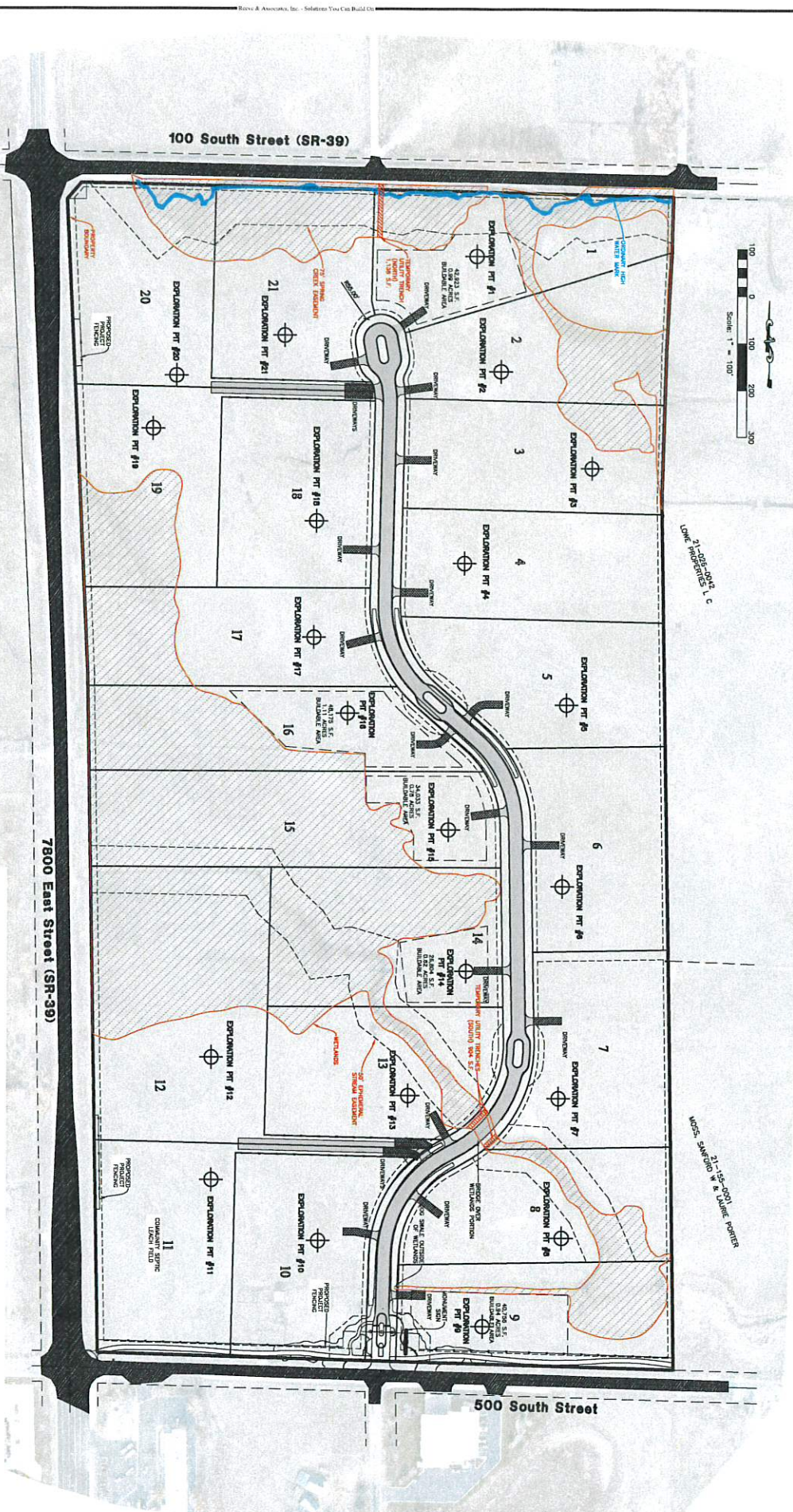
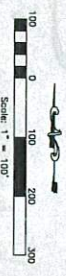
### Sage Huntsville 73

Figure 2

Revised Wetland  
 Delineation Map  
 October 18, 2021



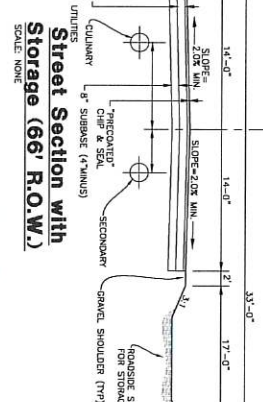




- NOTES:**
1. CONTRACTOR TO PROVIDE 4 RAIL TRACK WITH SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION FOR OWNER'S APPROVAL.
  2. CONTRACTOR TO PROVIDE 4 RAIL TRACK WITH SPECIFICATIONS FOR APPROVAL PRIOR TO INSTALLATION FOR OWNER'S APPROVAL.

- Legend**
- WETLANDS
  - ORDINARY HIGH WATER MARK
  - PROPOSED LANDSCAPING FEATURES
  - WEIR NORMAL HEIGHT DEPARTMENT EXPLOSION PT

- IMPACTED WETLANDS AREAS:**
- TEMPORARY WETLANDS (NORTH): 1,138 S.F.
  - TEMPORARY WETLANDS (SOUTH): 204 S.F.
  - PERMANENT WETLANDS (NORTH): 204 S.F.
  - PERMANENT WETLANDS (SOUTH): 204 S.F.



**811** **Keep your holes. Call before you dig.**

Project No.	2758-01
Engineer	REX, P.E.
Designer	G. GIBBSLEY
Revised	08/16/2021
Name	SR-39
Scale	AS SHOWN
Number	1
Total Sheets	1

**Sage Huntsville 73 Final Layout - WOUS Avoidance & Minimization**  
 HUNTSVILLE TOWN, WEBER COUNTY, UTAH

**Wetland Impact Exhibit**

DATE	DESCRIPTION
11-01-21	CK Wetland Delineation
11-04-21	CK Wetland Updates
12-08-21	CK Review Comments
03-15-22	CK Bridge Abutment

**RA** **Reeve & Associates, Inc.**

3160 SOUTH 100 WEST, PARKDALE, UTAH 84050  
 TEL: (801) 821-2100 WWW.REEVE-ASSOCIATES.COM  
 LANE HARRIS • JIM HICKS • JIM SHANKS  
 CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS



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Date: June 15, 2022  
To: Mayor Richard Sorensen, Beckki Endicott, Huntsville Town Planning Commission  
From: Jared Andersen  
Subject: Final Plan Review #1

---

**Final Plan Subdivision Review – 6/15/22**

In accordance with Subdivision Ordinance 15.25.1.7 – 15.25.1.11.

Please provide the following:

15.25.1.8 B. 13a. – Verify all boundary corners have been placed.

15.25.1.9 A. – Provide copy of utility contracts with electric company, gas company, data service provider to the subdivision.

Comments:

Final Plat

1. Label road as Public Road if road is to be public.
2. Recommend Building envelope be shown for each lot on the plat.
3. Surveyors Certificate needs to be signed and dated by Professional Surveyor.

Sheet 2

1. UDOT Detail not needed.

Sheet 3

1. Utility Easement for Storm Drain needed from ROW to approximately Sta. 1+50.
2. Utility Easement needed for water line from ROW of proposed road to ROW of SR-39.
3. Define PSS Linework.

4. If PSS is pressure sewer line, who will maintain line, pumps, septic tank, leach field and where is this defined. Please provide.
5. Provide Flag Lot Driveway detail
6. If this road is a public road, show culverts under each driveway.
7. There appears to be an extra lateral to lot 20.
8. Add details for thrust blocks with calculations.
9. Provide detail for air vac on secondary water line.
10. Add details for air vac on culinary water line.
11. Call out all 8" water line valves.
12. Show 45 on culinary water at station 0+10 to level out before valve.
13. Add details for culinary water valve.
14. Provide detail for water service connection.
15. Provide detail for Fire Hydrant.
16. Provide culinary water line trench detail.
17. Provide detail for PPS trench.
18. Provide detail for sewer lateral detail for each lot.
19. Call out how the PPS line will terminate.
20. Provide detail for low pressure pump for each lot (assuming this will be used)
21. Provide detail for Storm Drain Line trench.
22. Provide detail for Storm Drain catch basin.
23. It appears there are two secondary water meters for lot 21.
24. Show storm water calculations for Station 7+08 to end of cul-de-sac.
25. Driveway for Lot 19 and 20 quite steep. Show initial grading of lot at percent approved by fire.

#### Sheet 4

1. Show culinary water meter for lot 15.

#### Sheet 5

1. Add note: Contractor to verify elevation and location of existing water line in 500 South prior to construction. Contractor to verify with Huntsville Water if any changes need to be made for design prior to construction.
2. No water lateral needed for lot 11.
3. Verify coverage between bottom of swale and top of 36" pipe at station 21+40 +/-.
4. Where does storm water go at station 24+17.
5. Show detail of approach. Curb, raised island, etc..

#### Sheet 7

1. Lot labeled Open Space is labeled 11-R on plat. Please clarify
2. Define utility easement and how that will work for sewer (for example entire lot easement)
3. Recommend LID not be included in Storm Water calculations considering high water table.

4. Provide detail for path running along 500 South the distance of the project.

Sheet 9

1. Provide easement for Large Underground Wastewater Disposal System and PPS leading to system.
2. Provide design for Large Underground Wastewater Disposal System.

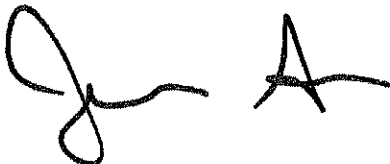
#### General Comment

1. Provide approval of final design and final approval letter from Weber Fire District.
2. Provide approval of final design and final approval letter from Weber Morgan Health Department.
3. Provide approval of final design and final approval letter from Army Corp.
4. Provide approval of final design and final approval letter from Secondary Water Company.
5. Development Agreement (DA) says public road, plat says private. Update Plat or DA.
6. Provide Cost Estimate for financial guarantee.
7. Per 15.25.1.9 B As-built Plans shall be required prior to Huntsville Town Council acceptance for maintenance of roads. Upon the developer's completion of the construction of roads and utility lines, the developer's Engineer shall prepare and submit As-built Plans for all improvements for the approval of the Huntsville Town Engineer and the acceptance of roads for maintenance by Huntsville Town at which time the financial guarantee can be released.
8. Please review and agree with 15.25.1.10 A – 15.25.1.10 B.
9. Provide letter from Secondary Water Company approving design of drawings.
10. Provide Geotechnical report for public road.
11. Numbered lots on sheets 6-10 do not match lots on sheets 3-5.
12. How is air being addressed in pressure lines at station 19+10.

Comments and ordinance requirements are based on existing documents received. Future comments could be added once full set of final plans are received.

Please provide response to each comment.

I do not recommend final approval until all comments have been addressed.



Jared Andersen, P.E.  
Huntsville Town Engineer  
Sunrise Engineering  
jandersen@sunrise-eng.com

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**Date:** August 12, 2022  
**To:** Mayor Richard Sorensen, Beckki Endicott, Huntsville Town Planning Commission  
**From:** Jared Andersen  
**Subject:** Final Plan Review #2

---

**Final Plan Subdivision Review – 8/12/22**

In accordance with Subdivision Ordinance 15.25.1.7 – 15.25.1.11.

Please provide the following:

15.25.1.8 B. 13a. – Verify all boundary corners have been placed.

15.25.1.9 A. – Provide copy of utility contracts with electric company, gas company, data service provider to the subdivision.

Comments:

Final Plat – drawings received 8/3/2022 via email

1. Surveyors Certificate needs to be signed and dated by Professional Surveyor.

Improvement Plans – Revision #17 6/28/22

Sheet 2

1. Add contact information for the following entities:
  - a. Weber Morgan Health Department
  - b. Fire District
  - c. Huntsville Water Works
  - d. Huntsville Secondary Irrigation
  - e. Huntsville Water
  - f. Army CORP

2. Add the following note, 'Contractor shall not disturb any delineated wetlands as shown on the drawings with exception of the approved disruption by Army CORP.
3. Add note to how drainage swale will be seeded.

#### Sheet 3

1. Add Water Meter detail.
2. Change note 1 to read, 'All construction is to conform to the standard drawings and specifications of APWA unless otherwise noted.'
3. Provide Detail for Catch Basin at 3+10, or remove if not needed.
4. Show how storm water will Catch Basin at 3+10, or remove if not needed.
5. Show secondary water lateral to Lot 1.

#### Sheet 4

1. Show high point of culinary and secondary lines at location of air vacs.
2. Provide/Define L.S. Plans.

#### Sheet 5

1. Consider grading Access detail where slope goes from high(middle of access) to low(edge of road).

#### Sheet 7

1. Check elevations of 36" SD Pipe.
2. 18" HPDE IRR line between box #2 and #3 needs to be within easement.

#### Sheet 14

Verify/show correct finish grade over field area 1 and field area 2. Per detail, max is 10", min 6".

#### General Comment

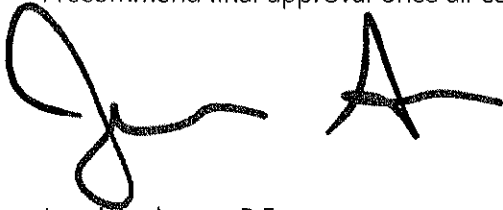
1. Cost Estimate
  - a. Verify and adjust unit prices to current values
    - i. Submit recent bid tab to verify unit prices
  - b. Culinary Water
    - i. Add cost for water meters
    - ii. Add another air vac assembly
    - iii. Subtract connect to existing
    - iv. Verify number of gate valves
    - v. Verify length of waterline to includes lines in driveways
  - c. Secondary Water

- i. Add air vac assembly
  - d. Storm Drain
    - i. Verify length of 12" HDPE
  - e. Street Improvements
    - i. Show following items as separate bid items, Asphalt, Roadbase, Subbase
    - ii. Add estimate for excavation/fill under road section
  - f. Miscellaneous
    - i. Add amount for landscape for swale and entry way
    - ii. Add cost for street sign
- 2. How will homeowners know to install sewer lateral detail on sheet 15?
- 3. Provide approval of final design and final approval letter from Weber Fire District.
- 4. Provide approval of final design and final approval letter from Weber Morgan Health Department.
- 5. Provide approval of final design and final approval letter from Army Corp.
- 6. Provide approval of final design and final approval letter from Huntsville Water Works Company.
- 7. Provide approval of final design and final approval letter from Huntsville Water(Culinary).
- 8. With submittal of final plat, escrow/bond required with approved cost estimate.
- 9. Per 15.25.1.9 B As-built Plans shall be required prior to Huntsville Town Council acceptance for maintenance of roads. Upon the developer's completion of the construction of roads and utility lines, the developer's Engineer shall prepare and submit As-built Plans for all improvements for the approval of the Huntsville Town Engineer and the acceptance of roads for maintenance by Huntsville Town at which time the financial guarantee can be released.
- 10. Please review and agree with 15.25.1.10 A – 15.25.1.10 B.

Comments and ordinance requirements are based on existing documents received. Future comments could be added once full set of final plans are received.

Please provide response to each comment.

I recommend final approval once all comments have been addressed.



Jared Andersen, P.E.  
Huntsville Town Engineer  
Sunrise Engineering  
jandersen@sunrise-eng.com



## Weber County

Weber County Planning Division  
webercountyutah.gov/planning/  
2380 Washington Blvd., Suite 240  
Ogden, Utah 84401-1473  
Voice: (801) 399-8791  
Fax: (801) 399-8862

Shannon Smith  
Huntsville Town Clerk

RE: Notice of Public Hearing for final subdivision plat approval and Ordinance 2022-8-25

Dear Shannon,

Weber County has received your notice of public hearing regarding the Sage development owned by the CW Land group. The County Planning Division has met with the County Commissioners regarding this proposal and have the following comments that we wish to be implemented with this proposal:

1. At the North West corner of the development, sufficient area should be reserved to allow the UDOT roundabout that will be located there in the near future. Please work with UDOT to understand the limits of their roundabout on this development.
2. The cul-de-sac should not be allowed to be a private drive and it should be changed to connect 7900 E all the way through to Highway 39. This would provide public street connectivity and more accessibility for fire and emergency services to this area.
3. There should be a public street that connects to the property to the east to allow for connectivity.
4. The buildable area proposed on the plat appears to allow buildings up to 10 feet from the front and rear lot lines. Consideration should be made to the city's building setback requirements.
5. Please consider pedestrian and trail connectivity as part of this development.

We appreciate the opportunity to provide comment and hope that these comments are well received and implemented.

Sincerely,



---

Rick Grover

Weber County Planning Director



## Shannon Smith

---

**From:** Beckki Endicott <bendicott@huntsvilletown.com>  
**Sent:** Monday, August 22, 2022 1:05 PM  
**To:** Shannon Smith  
**Subject:** FW: Town Wetland Regulations

**From:** Beckki Endicott  
**Sent:** Monday, August 1, 2022 4:18 PM  
**To:** Shannon Smith <:ssmith@huntsvilletown.com>  
**Subject:** FW: Town Wetland Regulations

**From:** Todd Meyers <[todd@cw.land](mailto:todd@cw.land)>  
**Sent:** Thursday, July 28, 2022 3:17 PM  
**To:** Richard Sorensen <[rsorensen@huntsvilletown.com](mailto:rsorensen@huntsvilletown.com)>  
**Cc:** Beckki Endicott <[bendicott@huntsvilletown.com](mailto:bendicott@huntsvilletown.com)>; Jared Andersen <[jandersen@sunrise-eng.com](mailto:jandersen@sunrise-eng.com)>  
**Subject:** FW: Town Wetland Regulations

Good afternoon Mayor,

CW Land is requesting that the Sage final plat be place on the August 25<sup>th</sup> Planning Commission agenda and the September 1<sup>st</sup> Town Council agenda.

Regarding the wetlands we feel that we are in compliance with both the Annexation Agreement and the Town Code for subdividing the property. The Army Corp does not require their approval prior to Town approving the subdivision, see below e-mail from Jason Gipson. The Army Corp approval is required prior to construction with in the wetlands.

### **Town Code Title 15 addresses wetlands in couple places:**

15.13 Floodplain Zone FP – This overlay is placed over existing zoning on properties within the floodplain. **This regulation does not apply to the Sage property because it is not in the flood zone.**

### 15.15 Sensitive Lands

15.15.2 (C) Boundary Delineation: Wetland boundaries are determined on a case-by-case basis by the United States Army Corps of Engineers. Areas that may be suspected of containing wetlands shall be addressed in a written Army Corps of Engineers Statement provided by the applicant. Fees, costs and expenses, if any, for analysis and delineation are borne by the applicant. Delineation of wetlands shall be subject to the approval of the United States Army Corps of Engineers.

**Martin & Nicholson Environmental Consultants has prepared and submitted the wetland delineation to the Army Corp. Following the submittal the Corp has walked the wetlands and taken soils sample to verify the report.**

15.15.2 (D) Setbacks. All natural stream and river corridors are significant. The area within a setback shall be undisturbed; however, it may be developed as a trail or public pathway. The high water mark is as determined by the Huntsville Town Engineer. Setbacks are determined to be as follows:

1. Structures, buildings, accessory structures and parking areas shall not be developed within 75 feet on both sides of year round streams, as determined from the high water mark of any stream. Leach fields shall not be developed within 100 feet on both sides of year round streams, as determined from the high water mark of any stream.
2. Structures, buildings, accessory structures, wastewater septic fields and parking areas shall not be developed within 100 feet on both sides of the South Fork and Middle Fork of the Ogden River as delineated from the high water mark of the water course.
3. Exceptions: Bridges or stream alterations shall be approved by Corps of Engineers and Utah Department of Water Resources, Division of Water Quality.
4. Ephemeral Streams: Development shall not be permitted within 50 feet of the channel of a natural ephemeral stream, as defined by its ordinary high water mark.

**The plat includes a 75 ft no build easement along the Spring Creek**

**The also includes a 50 ft ephemeral stream easements along the season stream towards the southern portion of the property.**

15.15.2 (E) Runoff Control. All development projects adjacent to wetlands and streams shall provide appropriate temporary runoff controls during construction phases, and permanent runoff control to minimize sediment and other contaminants from flowing into wetlands and streams, to the maximum extent feasible, as approved by the Huntsville Town Engineer.

**Storm Water Pollution Prevention Plan was submitted as part of the improvement plans. We will contract with a licensed third party company to ensure that the plan is being followed during construction.**

- 15.15.2 (F) Stream flow. A Development Proposal shall be reviewed by the Army Corps of Engineers, State Division of Water Resources, and State Division of Wildlife Resources, and shall not cause any of the following:
1. Reduction of the flow in a natural stream below the minimum flow, as determined by the State Division of Water Resources;
  2. Further reduction in the flow of a natural stream if the flow in that stream is already below the minimum flow;

**The State of Utah has approved the plans and the Army Corp is currently reviewing the plans for the cross of the season stream on the southern portion of the property. The Spring Creek will not be effected by the project.**

The Annexation Agreement requires a delineation to be submitted to the Army Corp and their approval as required during each phase of the project development.

4.5.5 The Developer agrees to preserve the maximum amount of the wetland acreage possible as set for in the wetland delineation to be completed and provided to the Town and as may otherwise be directed by the US Army Corp of Engineers approval of the Development.

**To satisfy this requirement we have done the following:**

- **The project has been redesigned to reduce the wetland impact to .052 acres for the street crossing and .027 for trees and fence post for a total of .079 acres of wetland disturbance.**
- **The Town has received the wetland delineation and the revised subdivision plat.**
- **As stated below e-mail the Army Corp does not require that the delineation be verified prior to the Town taking action on the final plat.**



**Todd Meyers**

Land Project Manager

C.801.520.4072

[www.cwgroup.com](http://www.cwgroup.com)

**From:** Gipson, Jason A CIV USARMY CESPCK (USA) <[Jason.A.Gipson@usace.army.mil](mailto:Jason.A.Gipson@usace.army.mil)>  
**Sent:** Tuesday, July 12, 2022 11:36 AM  
**To:** Todd Meyers <[todd@cw.land](mailto:todd@cw.land)>  
**Cc:** Fresard, Nicole D CIV USARMY CESPCK (USA) <[Nicole.D.Fresard@usace.army.mil](mailto:Nicole.D.Fresard@usace.army.mil)>  
**Subject:** RE: Sage (Huntsville)

Todd,

Answers to your questions are below.

1. No. A delineation does not need to be verified prior to the local governments completing any of their actions/authorizations. This email should suffice for the City.
2. Yes. Installing the utility lines in wetlands requires Army Corps approval.

Jason Gipson  
Chief, Nevada/Utah Regulatory Section  
533 West 2600 South, Suite 150  
Bountiful, Utah 84010

Office: 801-295-8380 ext. 8314  
Cell: 801-725-1275

Tell us how we are doing:

<https://regulatory.ops.usace.army.mil/customer-service-survey/>

---

**From:** Todd Meyers <[todd@cw.land](mailto:todd@cw.land)>  
**Sent:** Monday, July 11, 2022 3:01 PM  
**To:** Gipson, Jason A CIV USARMY CESPCK (USA) <[Jason.A.Gipson@usace.army.mil](mailto:Jason.A.Gipson@usace.army.mil)>  
**Cc:** Fresard, Nicole D CIV USARMY CESPCK (USA) <[Nicole.D.Fresard@usace.army.mil](mailto:Nicole.D.Fresard@usace.army.mil)>  
**Subject:** [URL Verdict: Neutral][Non-DoD Source] RE: Sage (Huntsville)

Good afternoon Jason and Nicole,

Can you help me with answers the below questions.

I have two questions:

- 1) Does the Army Corp require approval of the delineation prior to the Town approval of the subdivision plat? If not, can you provide a letter stating that?
- 2) Is Army Corp approval required to install underground utilities in areas designated as wetlands by our Wetland Consultant?

Todd Meyers  
801-520-4072



2023 West 1300 North  
Farr West Utah, 84404

## PLAN REVIEW

**Date:** July 6, 2022

**Project Name:** Sage Subdivision

**Project Address:** 500 S 7926 E, Huntsville

**Contractor/Contact:** Todd Meyers, 801.520.4072

**Fee(s):**

Property Type	Schedule Rates	Rate/1000 Sq Ft	Square Feet or Number of Res. Units	Total
Type	Rate		Sq Ft or # of Units	Total
Plan Review	Residential		20 Lots	\$50.00
Impact Fee	Residential	\$315.00		
			<b>Total Due</b>	<b>\$50.00</b>

### Fee Notice:

Weber Fire District has various fees associated with plan reviews, and inspections. Please be prepared to make payments at the time when you pick up your approved plans. Impact Fees are due prior to taking out a building permit. Contact our offices at 801-782-3580 to arrange payments.

**Status: APPROVED WITH CONDITIONS**

**A Written Response Is Required. Please address each item.**

Items **HIGHLIGHTED** in yellow are items that must be specifically addressed by the responsible design professional.

*BOTH SPECIFIC AND GENERAL COMMENTS MUST BE READ AND ADHERED TO.*

### Specific Comments:

#### Water Supply:

S1. Water Supply Analysis Required: Prior to any construction being done, a water supply analysis shall be completed and submitted by an engineering firm or a fire protection engineer. This water supply analysis must include:

- a. Building Construction Type
- b. Available Water for fire-fighting purposes
  - i. Static Flow Rates
  - ii. Residual Flow Rates
  - iii. Flowing GPM
  - iv. Duration of flowing GPM available.
- c. Statement of conformance/non-conformance to 2018 International Fire

---

Chief, Paul Sullivan - Deputy Chief, Britt Clark - Fire Marshal, David Reed



2023 West 1300 North  
Farr West Utah, 84404

Code section 507 and Appendix B as adopted by Weber Fire District (See Resolution 04-2014 at <http://weberfiredistrict.com/services/fire-prevention>).

- d. If deficiency exists, proposed method to obtain conformance with adopted codes and Resolution 04-2014.
- S2. Fire Flow: Fire flow for the residential subdivision shall be 1500 GPM.
- S3. Fire Hydrant(s): Installed per plans spacing to not exceed 500' and each home to have a fire hydrant within 400' as the hose lays.
- S4. All required fire hydrants and water systems shall be installed, approved and fully functional and on, prior to any combustible construction (IFC section 507.1 and 3312).

Fire Detection and Suppression Systems:

S5. Fire Suppression Systems: As per the Utah Fire Code Act, "R" occupancies built in accordance with the International Residential Code may require fire suppression systems if any of the following apply:

**R Occupancy Built Under IRC Requirements**

Structure is in Urban-Wildland Interface Area	May Require Fire Suppression
Public Water Distribution System with Hydrants Does Not Exist	May Require Fire Suppression
Single Access Road with Grade Greater Than 10% For More Than 500 Linear Feet	May Require Fire Suppression
Structure Is Larger Than 10,000 Square Feet (Total Floor Area of All Floor Levels Within Exterior Walls of Dwelling Unit)	Will Require Fire Suppression
Structure Is Larger Than Double the Average Size of the non-sprinklered Homes in The Subdivision (Total Floor Area Of All Floor Levels Within Exterior Walls Of Dwelling Unit).	May Require Fire Suppression
Dwelling unit in area of single access with greater than 30 dwelling units.	Will Require Fire Suppression System

*Weber Fire District strongly encourages the builder/owner to provide a fire suppression system to protect the lives and property of the occupants. These systems have been proven to provide effective lifesaving functions. For more information, please contact the Fire Prevention Division at 801-782-3580.*

S6. SEPARATE SUBMITTAL NOTICE: Fire suppression systems and fire alarm systems require a separate submittal. A permit shall be applied for before any installation of either fire suppression system or fire alarm system. The permit shall be on the job site and be available for review by any inspector. The APPROVED STAMPED set of plans shall also be on the job site and available for review by any inspector. If there is no permit and/or approved stamped plans on the job site, there will be a Stop Work Order issued until both are on the job site. Submit plans at Weber Fire District, 2023 W. 1300 N. Farr West. (See IFC



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section 901.2 and 907.1.1).

- S7. Electronic Supervision and Alarms: Fire suppression system shall be electronically monitored. Monitoring shall include Valves; pumps; tanks; water levels and temperatures; critical air pressures; waterflow. Monitoring shall be electrically supervised by a *listed* fire alarm control unit (See IFC 903.4).
- S8. Exterior Notification Device: There shall be a weatherproof horn/strobe device located on the street side of the building or above the FDC as approved by the Fire Prevention Division (coordinate with fire inspector regarding location). Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. (See IFC 903.4.2)

#### Fire Department Access:

- S9. Provide a temporary address marker at the building site during construction. The address numbers, whether on the building or the sign, shall be legible font. (See IFC 505.1) (See IFC 505.1).
- S10. Fire access roads for this project shall be completed and approved prior to any combustibile construction. Temporary roads shall meet the same requirements for height, width, and imposed loads as permanent roads (See IFC section 503.2.3; 3310; and D102.1).
- S11. Fire Access to buildings and facilities: Fire access roads are required for all facilities, buildings, or portions of buildings. Access roads shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route. (See IFC 503.1)
- S12. Flag Lot Access and hydrant(s): Flag lots pose difficulties for the fire department for both access and water supply. As such they shall comply with:
- a. Access: Flag lots must meet the access requirements for "Fire Access via Driveways".
  - b. Hydrant(s): Hydrants shall be provided within 600 feet of the home (measured as the fire vehicle would drive- IFC 507.5.1- Exception 1).
    - i. Where waterlines capable of supporting a hydrant are available to connect to, a hydrant shall be provided within 600 feet of the building (measured as the fire vehicle would drive).
    - ii. In cases where a hydrant cannot be provided due to a lack of supporting waterlines, the owner/developer may propose to provide the home with a residential fire suppression system. The owner/developer shall request this exception in writing. The request is subject to review and approval by the Fire Marshal. (See IFC 507.5.1- Exception 1 & 2).
- S13. Fire Access via Driveways: Driveways serving no more than 5 residences shall have a minimum clear width of 16 feet with a minimum of 12 feet of drive-able surface (measured from face of curb to face of curb) and a vertical clearance of 13 foot 6 inches and shall support a 75,000-pound load. Driveways more than 150 feet shall be provided with turnarounds. Driveways exceeding 200 feet in length and less than 20 feet in width shall be provided with turnouts in addition to turnarounds. (See driveways- 2006 Wildland Urban Interface Code used as a





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reference for residential driveway requirements exceeding 150 feet in length).  
Roads and driveways shall also comply with City/County standards as applicable.  
*In cases of differing requirements, contact the Fire Marshal for clarification.*

**S14. Gates:**

- a. Knox key switches are required for any electronic/electric gate. These may be ordered at [www.knoxbox.com](http://www.knoxbox.com). Please select WEBER FIRE DISTRICT as your jurisdiction. (See IFC 503.6)
- b. Knox padlock is required for any manually operated mechanical gate. These may be ordered at [www.knoxbox.com](http://www.knoxbox.com). Please select WEBER FIRE DISTRICT as your jurisdiction. (See IFC 503.6)

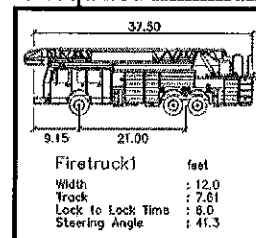
**Building Comments:**

S15. There shall be an address on the building or on a sign visible from the street. If the address is on a sign-monument the sign-monument shall meet the requirements of the appropriate city/county planning department. The address numbers, whether on the building or the sign, shall be Arabic font with a minimum of 4" (four inches) in height with a .5" (half inch) stroke and be in contrasting colors from the background. All suites shall have number/letter designation on the doors meeting the same size requirements and contrasting color. (See IFC 505.1)

**General Comments:**

- G1. Fire Access roads to any property shall have a minimum clear width of 20 feet (face of curb to face of curb) and a vertical clearance of 13 foot 6 inches and shall be capable of supporting a 75,000-pound load. Roads that are less than 26 feet in width shall be posted with "NO PARKING FIRE LANE" on both sides of the roadway. Roads more than 26 but less than 32 feet in width shall be posted on one side of the roadway. (Roadways and signage shall comply with appendix D of the 2018 International Fire Code as adopted by Weber Fire District).
- G2. Roads shall have a maximum grade of 10% unless specifically approved. Approval requires both the Fire Marshal's approval and Weber County Engineering approval (See IFC section 503.2.7; D103.2; and Weber County ordinances).
- G3. Radius on all corners shall be a minimum of 28'-0". Roads and driveways shall also comply with City/County standards as applicable. *In cases of differing requirements, contact the Fire Marshal for clarification.*
- G4. Roundabouts: Roundabouts in roadways shall maintain the required minimum width of 20 feet. Wider roadways may be required to provide turning radius for fire apparatus. An auto-turn model shall be completed and submitted for review. The following vehicle information shall be used for this purpose:

- a. Width: 12.0 Ft
- b. Track: 7.61
- c. Lock to Lock Time: 6.0
- d. Steering Angle: 41.3





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- G5. Dead end fire apparatus access roads more than 150 feet in length shall be provided with an approved area for turning around fire apparatus constructed with the same requirements as the roads (See IFC section D103.4)
- G6. For subdivisions with more than 30 single family residences, a second fire apparatus access road required. Access roads shall be placed a distance apart equal to not less than one-half the length of the maximum overall diagonal dimension of the development area/property to be served (See IFC section D106).
- G7. Roads and bridges shall be designed, constructed, and maintained to support an imposed load of 75,000 lbs. (See IFC section D102.1)
- G8. All roads shall be designed, constructed, surfaced, and maintained to provide an all-weather driving surface. All weather surfaces may include road-base material however, the roadway must be maintained open and accessible year-round (See IFC section 503.2.3 and D102.1).
- G9. Cul-de-sacs shall be a minimum of 96 feet in diameter, from the face of curb to the face of curb, or there shall be another type of turn around provided. Any islands inside the cul-de-sac shall be such that they do not interfere with the turning capacity of a fire apparatus. (See IFC D103.4)
- G10. Fire Prevention During Construction: The owner shall designate a person to be the fire prevention program superintendent who shall be responsible for the fire prevention program and ensure that it is carried out through completion of the project. Where guard service is provided, the superintendent shall be responsible for the guard service. The fire prevention program superintendent shall develop and maintain an approved pre-fire plan. The fire chief and the fire code official shall be notified of changes affecting the utilization of information contained in such pre-fire plans. (see IFC 3308)

This review was completed using the currently adopted Utah State Fire Code (International Fire Code) and any applicable local resolutions or ordinances.

Every effort has been made to provide a complete and thorough review of these plans. This review DOES NOT relieve the owner, contractor and/or developer from compliance with all applicable codes, and standards.

Any change or revision of this plan will render this review void and will require submittal of the new, or revised, layout for fire department review. If you have any questions, please contact me at 801-782-3580.

Reviewed By:  
David Reed, Fire Marshal  
Weber Fire District  
801-782-3580

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Chief, Paul Sullivan - Deputy Chief, Britt Clark - Fire Marshal, David Reed

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# U.S. Army Corps of Engineers South Pacific Division



## Nationwide Permit Pre-Construction Notification (PCN)

This form integrates requirements of the U.S. Army Corps of Engineers (Corps) Nationwide Permit Program within the South Pacific Division (SPD). Boxes 1-10 must be completed to include all information required by General Condition 32. Box 11 (or other sufficient information to show compliance with all General Conditions) must be completed for activities in Arizona, California, Nevada, and Utah, and is recommended for activities in Colorado and New Mexico. If additional space is needed, please provide as a separate attachment. Please refer to the *Instructions for the South Pacific Division Nationwide Permit Pre-Construction Notification (PCN)* (Instructions) for instructions for completing the PCN, as well as additional information on the attachments and tables included with this PCN that may be used.

### 0. To be filled by the Corps

Application Number:	Date Received:	Date Complete:
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### 1. Prospective Permittee and Agent Name and Addresses (see Instructions)

#### a. Prospective Permittee

First - Mr. Todd Middle - \_\_\_\_\_ Last - Meyers  
 Company - CW Land Email Address - Todd@cw.land  
 Address - 1222 W. Legacy Crossing Blvd, Suite 6 City - Centerville State - UT Zip - 84014  
 Phone (Residence/Mobile) - (801) 520-4072 Phone (Business) - (801) 520-4072

#### b. Agent (if applicable)

First - Mr. Brian Middle - \_\_\_\_\_ Last - Nicholson  
 Company - Martin & Nicholson Envi Consultants Email Address - Brian@mnenvironmental.com  
 Address - 935 Williamstown Court City - Park City State - UT Zip - 84098  
 Phone (Residence/Mobile) - (801) 703-0982 Phone (Business) - (801) 703-0982

c. **Statement of Authorization:** I hereby authorize Brian Nicholson, to act in my behalf as my agent for the proposed activity. (Optional, see instructions)

\_\_\_\_\_  
Signature of Applicant

06/14/2022

\_\_\_\_\_  
Date

## 2. Name and Location of the Proposed Activity (see Instructions)

The proposed work would involve multiple-single and complete projects. See attachment for the information required in Boxes 2 through 10, and 11, if applicable.

**a. Project Name or Title:**

Huntsville 73 - Sage Development

**b. County, State:**

Weber, UT

**c. Name of Waterbody:** Spring Creek, Pineview Reservoir

**d. Coordinates:**

Unknown (please provide other location descriptions below)

Latitude - 41.2576646

Longitude - -111.75990

**e. Other Location Description (optional, see instructions):**

The 73-acre project area is located on the east side of 7800 East in Huntsville, Utah in Section 17 Township 6 North, Range 2 East, and is found on the Huntsville (2017) U.S. Geological Survey 7.5-minute quadrangle

**f. Driving Directions to the site (optional, see instructions):**

To access the survey area, travel north on I-15 to SR 39. Travel east up Ogden Canyon past Pineview Reservoir until SR 39 turns north. The survey area is east of 7800 East between 100 South and 500 South.

## 3. Specific NWP(s) you want to use to authorize the proposed activity (see Instructions)

NWP 14. Linear Transportation Projects (2021).

## 4. Description of the Proposed Activity (see Instructions)

**a. Complete description of the Proposed Activity:**

See description in Appendix A.

**b. Purpose of the Proposed Activity:**

See description in Appendix A.



c. Direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands and other waters of the U.S. expected to result from the NWP(s) activity:

See description in Appendix A.

d. Description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity:

The applicant has implemented the following mitigation measures to reduce adverse effects. 1. installation of a culvert at the southern crossing to maintain hydrologic connectivity within wetlands, 2. configuration of lots to avoid wetlands yet still provide a buildable area, 3. reduction in width of access road to minimum required for emergency vehicles, 4. reduction of standard 100-ft municipal right of way to 66 feet, 4. alignment of road to avoid wetlands to the extent practicable and only at crossing location, and 5. integration of Huntsville Town stream buffer in estimates of developable area. Avoided wetlands will be recorded on the plat map and managed by the Home Owners Association. See Covenants, Conditions, and Restrictions in Appendix A.

e. Any other NWP(s), Regional/Programmatic General Permit(s) or Individual Permit(s) used or intended to be used to authorize any part of the proposed activity or any related activity:

Since this activity includes construction of a road and installation of utilities it could be eligible for NWP 29.

f. Have sketches been provided containing sufficient detail to provide an illustrative description of the proposed activity?

Yes, Attached  No

N/A; The activity is located in the Los Angeles District boundaries of Arizona and California, See Attachment 1

N/A, The activity is located in the San Francisco District boundaries of California, See Attachment 2

N/A, The activity is located in the Sacramento District boundaries of California, Nevada, or Utah, See Attachment 3

### 5. Aquatic Resource Delineation (see Instructions)

a. Has a delineation of aquatic resources been conducted in accordance with the current method required by the Corps?  Yes  No

If yes, please attach a copy of the delineation

Note: If no, your PCN is not complete. In accordance with General Condition 32, you may request the Corps delineate the special aquatic sites and other waters on the project site, but there may be a delay. In addition, the PCN will not be considered complete until the delineation has either been submitted to or completed by the Corps, as appropriate.

b. If a delineation has been submitted, would you like the Corps to conduct a jurisdictional determination (preliminary or approved)?  Yes  No

If yes, please complete, sign and return the attached *Appendix 1 – Request for Corps Jurisdictional Determination (JD)* sheet or provide a separate attachment with the information identified in Appendix 1.

**6. Compensatory Mitigation (see Instructions)**

a. Will the proposed activity result in the loss of greater than 1/10-acre of wetlands?  Yes  No

If yes, describe how you propose to compensate for the loss of each type of wetland:

Permanent wetland impacts equal 3,449 sq ft (0.08acre) of which 1,176 sq ft are due to landscaping, fencing and tree planting. Landscaping will not result in the actual loss of wetlands. See design sketches in Appendix B.

Note: for the loss of less than 1/10 acre of wetlands, or if no compensatory mitigation is proposed, the Corps may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

b. Will the proposed activity result in the loss of streams or other open waters of the U.S.?  Yes  No

If yes, provide a description of any proposed compensatory mitigation for the loss of each type of stream or other open water:

Note: if no compensatory mitigation is proposed, the Corps may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in no more than minimal adverse environmental effects.

**7. Endangered Species Act (ESA) Compliance (see Instructions)**

a. For non-Federal permittees (if Federal permittee, check N/A and skip to 7(d)):  N/A

(1) Is there any Federally-listed endangered or threatened species or critical habitat that might be affected or is in the vicinity of the activity?  Yes  No

(2) Is the activity located in designated critical habitat for Federally-listed endangered or threatened species?  Yes  No

If yes to either (1) or (2), include the name(s) of those endangered or threatened species that might be affected by the proposed activity or might utilize the designated critical habitat that might be affected by the proposed activity:

- |                    |    |
|--------------------|----|
| 1. See Appendix C. | 2. |
| 3.                 | 4. |
| 5.                 | 6. |

If no to both (1) and (2), proceed to Box 8.

Note: If yes to either (1) or (2), note per General Condition 18(c), you shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.



b. Has information sufficient to initiate consultation with the U.S. Fish and Wildlife Service/National Marine Fisheries Service for compliance with Section 7 of the ESA been prepared?  Yes  No

If yes, please attach a copy of the information.

c. Additional information you wish to provide regarding compliance with the ESA, if applicable:

Martin & Nicholson Environmental Consultants conducted Ute Ladies'-tresses (*Spiranthes diluvialis*) surveys within suitable habitat during the flowering season in August 2021. No Ute Ladies'-tresses populations were observed.

d. For Federal permittees, you must provide documentation demonstrating compliance with ESA as a separate attachment.

### 8. Historic Properties (see Instructions)

a. For non-Federal permittees (if Federal permittee, check N/A and skip to 7(d)):  N/A

(1) Is there a known historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places that the NWP may have the potential to affect?  Yes  No

If yes to (1), state which historic property may have the potential to be affected by the proposed activity:

1. See attached cultural resource report in Appendix D.
- 2.
- 3.
- 4.
- 5.
- 6.

OR

A vicinity map indicating the location of the historic property is enclosed

(2) If no to (1), describe the potential for the proposed work to affect a previously unidentified historic property:

See attached cultural resource report in Appendix D.

Note: If yes to (1), note per General Condition 20(c), you shall not begin the activity until notified by the Corps that the activity has no potential to cause effects or that consultation under Section 106 of the National Historic Preservation Act (NHPA) has been completed.

b. Has information sufficient to initiate consultation with the State Historic Preservation Officer/Tribal Preservation Officer for compliance with Section 106 of the National Historic Preservation Act (NHPA) been prepared?

Yes  No

If yes, please attach a copy of the information.

c. Additional information you wish to provide regarding compliance with the NHPA, if applicable:

See attached cultural resource report in Appendix D.

d. For Federal permittees, you must provide documentation demonstrating compliance with NHPA in a separate attachment.



**9. National Wild and Scenic Rivers (see Instructions)**

**a. Will the proposed activity(s) occur in a component of the National Wild and Scenic River System or a river officially designated by Congress as a "Study River" for possible inclusion in the system while the river is in an official study status?**

Yes, in a component of a National Wild and Scenic River System;  Yes, in a "study" river  No

If yes, identify the Wild and Scenic River or the "study river"

Note: per General Condition 16(b), you shall not begin the NWP activity until notified by the Corps that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status. If you have received written notification from the Federal agency, please attach the correspondence.

**10. Section 408 Permissions (see Instructions)**

**a. Will the NWP also require permissions from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a Corps federally authorized Civil Works project?**  Yes  No

If yes, have you received Section 408 permission to alter, occupy, or use the Corps project?  Yes  No

If yes, please attach the Section 408 permission

If yes, note per General Condition 31, an activity that requires Section 408 permission is not authorized by NWP until the Corps issues the Section 408 permission to alter, occupy, or use the Corps project, and the Corps issues a written NWP verification.

**11. Compliance with NWP General Conditions (see Instructions)**

Check	General Condition	Rationale for Compliance with General Condition
<input checked="" type="checkbox"/>	1. Navigation	There is no navigation associated with the waters of the U.S. affected by the proposed activity.
<input checked="" type="checkbox"/>	2. Aquatic Life Movements	Any impacts to aquatic life movements have been avoided by installation of a culvert at the southern crossing.
<input checked="" type="checkbox"/>	3. Spawning Areas	There are no known spawning areas associated with the waters of the U.S. affected by the proposed activity.
<input checked="" type="checkbox"/>	4. Migratory Bird Breeding Areas	There are no rookeries or roosting areas impacted by fill activities. Of the 17.85 acres of stream channel and wetlands within the project area, 0.09 of permanent wetland loss is approximately is approximately 0.5%. 99.5% of potential breeding area will be avoided.
<input checked="" type="checkbox"/>	5. Shellfish Beds	NA
<input checked="" type="checkbox"/>	6. Suitable Material	Fill material for road will be native, clean material.

<input checked="" type="checkbox"/>	7. Water Supply Intakes	NA
<input checked="" type="checkbox"/>	8. Adverse Effects from Impoundments	NA
<input checked="" type="checkbox"/>	9. Management of Water Flows	NA
<input checked="" type="checkbox"/>	10. Fills Within 100-Year Floodplains	As illustrated in Appendix E, the project area falls outside of mapped FEMA 100-year floodplains.
<input checked="" type="checkbox"/>	11. Equipment	Equipment used to construct the bridge and access road and install utilities includes a grader, excavator, backhoe, bulldozer, trencher, paver, wheel tractor scraper and dump track.
<input checked="" type="checkbox"/>	12. Soil Erosion and Sediment Controls	Silt fence and straw waddle will be installed around waters of the U.S. to prevent erosion and sedimentation. Also, an environmental fence will be installed to clearly denote the boundary of the avoided area.

<input checked="" type="checkbox"/>	13. Removal of Temporary Fills	All temporary fill, i.e., those associated with installation of utilities and coffer dam, will be removed.
<input checked="" type="checkbox"/>	14. Proper Maintenance	Disturbed areas will be treated for invasive weeds by a licensed professional.
<input checked="" type="checkbox"/>	15. Single and Complete Project	This is a single and complete project.
<input checked="" type="checkbox"/>	16. Wild and Scenic Rivers	NA
<input checked="" type="checkbox"/>	17. Tribal Rights	NA
<input checked="" type="checkbox"/>	18. Endangered Species	See Box 7 above.
<input checked="" type="checkbox"/>	19. Migratory Bird and Bald and Golden Eagle Permits	See habitat assessment table associated with Box 7 above in Appendix C.  No Bald or Golden Eagle permits are required.



<input checked="" type="checkbox"/>	20. Historic Properties	See Box 8 above.
<input checked="" type="checkbox"/>	21. Discovery of Previously Unknown Remains and Artifacts	See attached Cultural Resource Report in Appendix D.
<input checked="" type="checkbox"/>	22. Designated Critical Resource Waters	NA
<input checked="" type="checkbox"/>	23. Mitigation	See Boxes 4(d) and 6 above.
<input checked="" type="checkbox"/>	24. Safety of Impoundment Structures	NA
<input checked="" type="checkbox"/>	25. Water Quality, including status of Section 401 Water Quality Certification	NWP 14 (2021) - This NWP is certified by the Utah Division of Water Quality subject to conditions.
<input checked="" type="checkbox"/>	26. Coastal Zone Management, including status of CZM Consistency Certification from the State of California (for projects in or affecting the Coastal Zone)	NA

<input checked="" type="checkbox"/>	27. Regional and Case-by-Case Conditions	See attached for Utah
<input checked="" type="checkbox"/>	28. Use of Multiple Nationwide Permits	NA
<input checked="" type="checkbox"/>	29. Transfer of Nationwide Permit Verifications	The NWP Certification will not be transferred.
<input checked="" type="checkbox"/>	30. Compliance Certification	The applicant will submit a Compliance Certification upon completion.
<input checked="" type="checkbox"/>	31. Activities Affecting Structures or Works Built by the United States	See Box 10 above.
<input checked="" type="checkbox"/>	32. Pre-Construction Notification	Submitted



### Attachment 3: Additional PCN Requirements for Sacramento District Boundaries of California, Nevada, and Utah

This attachment contains additional information required to be submitted with the PCN for proposed activities within the Sacramento District Boundaries of California, Nevada, and Utah. You must submit the completed attachment, or other attachment containing the required information, for a complete PCN per Sacramento District Regional Condition B(1). For multiple single and complete projects, provide the information identified below for each single and complete project. If additional space is needed, provide as an attachment to the form, and please reference each section accordingly.

#### 1. Form of PCN (Regional Condition B(1))

Have you submitted a completed South Pacific Division PCN Checklist or an application form (ENG Form 4345) with an attachment providing information on compliance with all of the General and Regional Conditions?

Yes, see attached  No

Note: If you check no, your PCN will be considered incomplete.

#### 2. Avoidance and Minimization (Regional Condition B(1)(a))

Written statement describing how the activity has been designed to avoid and minimize adverse effects, both temporary and permanent, to waters of the U.S.:

The applicant has implemented the following mitigation measures to reduce adverse effects. 1. installation of a culvert at the southern crossing to maintain hydrologic connectivity within wetlands, 2. configuration of lots to avoid wetlands yet still provide a buildable area, 3. reduction in width of access road to minimum required for emergency vehicles, 4. reduction of standard 100-ft municipal right of way to 66 feet, 4. alignment of road to avoid wetlands to the extent practicable and only at crossing location, and 5. integration of Huntsville Town stream buffer in estimates of developable area. Avoided wetlands will be recorded on the plat map and managed by the Home Owners Association. See Covenants, Conditions, and Restrictions in Appendix A.

#### 3. Drawings (Regional Condition B(1)(b))

The following drawings are enclosed:

Plan-View drawing clearly depicting the location, size and dimensions of the proposed activity, as well as the location of delineated waters of the U.S. on the site

Cross-Section view drawings clearly depicting the location, size and dimensions of the proposed activity, as well as the location of delineated waters of the U.S. on the Site

The plan-view and cross-section view drawings contain the following

Title block:  Yes  No

Legend and scale:  Yes  No

Amount (in cubic yards) of fill in Corps jurisdiction (including permanent and temporary fills/structures):  Yes  No

Area (in acres) of fill in Corps jurisdiction (including permanent and temporary fill structures):  Yes  No

The ordinary high water mark (non-tidal waters) or mean high water mark and high tide line (tidal waters) shown in feet based on National Geodetic Vertical Datum (NGVD) or other appropriate reference elevation:  Yes  No

Do all drawings follow the South Pacific Division February 2016, *Updated Map and Drawing Standards for the South Pacific Division Regulatory Program*, or most recent update?  Yes  No

If no, describe why this requirement is proposed to be waived):



#### 4. Photographs (Regional Condition B(1)(c))

Have you enclosed numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the site, and all waters of the U.S. proposed to be avoided on and immediately adjacent to the project site?

Yes  No  N/A (describe why): Photos are included in the delineation report.

Is the compass angle and position of each photograph identified on the plan-view drawing(s) identified in Box 3?

Yes  No  N/A (describe why): Photograph captions include sampling point and cardinal direction for reference.

#### 5. Delineation of Aquatic Resource (Regional Condition B(1)(d))

Have you enclosed a delineation of aquatic resources completed in accordance with the Sacramento District's Minimum Standards for Acceptance of Aquatic Resources Delineation Reports, or updated standards adopted by the Sacramento District?

Yes  No  N/A

If no, describe why this requirement is proposed to be waived:

#### 6. Best Management Practices (BMPs) (Regional Condition B(1)(e))

Describe all proposed BMPs and highly visible markers proposed to be used during construction of the proposed activity, as required by Regional Conditions C(3) and C(4). If no BMPs and/or highly visible markers are proposed, describe why their use is not practicable or necessary:

Best Management Practices will be employed to reduce any adverse impact. Straw waddle and silt fencing with highly visible markers will be deployed around avoided wetlands to provide additional protection from erosion and sedimentation and to identify "no work" zones. Construction and installation activities will be conducted from uplands to the extent practicable. Any work conducted from wetlands will be done on protective mats.

#### 7. Temporary Access and Construction (Regional Condition B(1)(f))

The proposed activity would not result in the placement of dredged or fill material into waters of the U.S. for temporary access and construction. (Skip to Box 8)

a. The reasons why avoidance of temporary fill in waters of the U.S. is not practicable:

Waters of the U.S. cross the project area from east to west and the utilities run north to south under and parallel to the proposed access road. The utilities must cross the WOUS. Boring is being considered as an option under the southern crossing but open trenching is currently the planned method for installation.

b. Description of the proposed temporary fill, including the type and amount (in cubic yards) of material to be placed and length of time temporary fill is estimated to remain in place):

Temporary fill is associated with open cut installation of utilities. Two potential alignments are illustrated on the design sheet although only one is needed and the eastern alignment is currently preferred pending final alignment recommendations from Dominion Energy. Fill is native soil from the utility trench. The maximum volume is 4,000 cubic feet assuming 800 sq ft area and 5-foot deep trench. Based on the reach of the machine, side casting will be placed in uplands when practicable. However installation of utilities across Spring Creek might require temporary sidecasting in abutting wetlands. Material will be stored for no more than 2 days. Wetland disturbance caused by heavy equipment moving in and out of the wetlands will be avoided through use of protective mats.



c. The area (in acres) of waters of the U.S. and for drainages (e.g. natural or relocated streams, creeks, rivers), the length (in linear feet) where the temporary fill is proposed to be placed:

Northern crossing - no more than 350 sq ft. Length 35 feet X 10 foot storage area on south side of Spring Creek.

Southing crossing - No temporary fill is expected that would fall outside the area that will be covered by the proposed access road.

d. Proposed plan for restoration of the temporary fill area to pre-project contours and conditions, including a plan for the re-vegetation of the temporary fill area, if vegetation would be removed or destroyed by the proposed temporary fill (If a separate plan has been developed, reference and attach):

Wetland turf will removed and stored for reuse. Soil will be backfilled in the trench with heavy equipment. Any extra soil will be hand raked back into the trench. Wetland turf will be placed on top of backfilled trench. Clay plugs will be installed at the wetland edge of the utility trench to prevent dewatering.

### 8. Dewatering Activities (Regional Condition B(1)(g))

The proposed activity would not result in dewatering activities that propose structures or fill in waters of the U.S. that require authorization from the Corps. (skip to Box 9)

Note that any temporary fills in waters of the U.S. associated with dewatering activities must be discussed in Box 7.

a. The proposed method for dewatering (If a separate plan has been developed, reference and attach):

The applicant or its contractor will construct a low head coffer dam using interlocking corrugated metal panels upstream of the bridge location so that water can be pumped around the construction area during installation utilities. Depending on depth to groundwater during utility installation dewatering of the utility trenches with a pump may be required. Before being discharged into the perennial channel, water from dewatering process will pass through a silt bag to maintain turbidity standards.

b. The equipment that would be used to conduct dewatering activities (If a separate plan has been developed, reference and attach):

Coffer dam and pumps.

c. The length of time the area is proposed to be dewatered (If a separate plan has been developed, reference and attach):

No more than 1 week.

d. The area (in acres) and length (in linear feet) in waters of the U.S. of the structure and/or fill (If a separate plan has been developed, reference and attach):

The coffer dam will be approximately 110 feet long and consist of metal panels and supports. Assuming the coffer dam is no more than 1 foot thick the footprint is 0.0025 acre.

e. The method for removal of the structures and/or fill (If a separate plan has been developed, reference and attach):

Once utilities are installed the coffer dam will be removed. Any structures, e.g., metal posts, used to support the metal panels will be removed.

f. The method for restoration of the waters of the U.S. affected by the structure or fill following construction (If a separate plan has been developed, reference and attach):

The area of the coffer dam and any sediment that collects behind it will be removed to pre-construction elevations using heavy equipment if appropriate or by hand using rakes and shovels. Any disturbed areas will be reseeded using the wetland seed mix in Appendix B.

**9. New or Replacement Linear Transportation Crossings (Regional Condition B(1)(h))**

- The proposed activity would not result in the construction of a linear transportation crossing. (skip to Box 11)
- The proposed linear transportation crossing would not alter the pre-construction course, condition, capacity and location of open waters. Information to support this can be found in the South Pacific Division PCN form, attachments, and drawings. (Skip to Box 10)

Justification that the proposed activity would result in a net increase in aquatic resource functions and services:

NA

**10. Replacement Linear Transportation Crossings (Regional Condition B(1)(i))**

- The proposed activity would not result in the construction of a replacement linear transportation crossing. (skip to Box 11)
- The proposed replacement linear transportation crossing would not result in a reduction in the pre-construction bankfull width and depth of open waters of the U.S. at the crossing, as compared to the upstream and downstream open waters. Information to support this can be found in the South Pacific Division PCN form, attachments, and drawings. (Skip to Box 11)

a. Information on why it is not practicable to approximate the pre-construction bankfull width of the upstream and downstream open waters:

NA

b. Justification that the proposed reduction in the pre-construction bankfull width would result in a net increase in aquatic resource functions and services:

NA



**11. Waiver of linear foot limitations (Regional Condition B(1)(j))**

(for NWPs 13, 21, 29, 39, 40, 42, 43, 44, 50, 51, 52, and 54)

The proposed activity would not require a waiver of the linear foot limitations for NWPs 13, 21, 29, 39, 40, 42, 43, 44, 50, 51, 52, or 54. (skip to Box 12)

a. **A narrative description of the stream** (including known information on: volume and duration of flow; the approximate length, width, and depth of the waterbody and characteristics observed associated with an Ordinary High Water Mark (e.g. bed and bank, wrack line or scour marks); a description of the adjacent vegetation community and a statement regarding the wetland status of the adjacent areas (i.e. wetland, non-wetland); surrounding land use; water quality; issues related to cumulative impacts in the watershed, and; any other relevant information):

b. **Analysis of the proposed impacts to the waterbody, in accordance with General Condition 32 and Regional Condition B(1):**

c. **Measures taken to avoid and minimize losses to waters of the U.S., including other methods of constructing the proposed activity(s):**

d. **A compensatory mitigation plan describing how the unavoidable losses are proposed to be offset, in accordance with 33 CFR 332:**

**12. NWP 23 Activities (Regional Condition B(1)(k))**

The activity is not proposed under NWP 23. (skip to Box 13)

The following are enclosed:

- A copy of the signed Categorical Exclusion Document.
- A copy of the final agency determination for compliance with Section 7 of the Endangered Species Act, in accordance with General Condition 18.
- A copy of the final agency determination for compliance with Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act, in accordance with Regional Condition B(12)
- A copy of the final agency determination for compliance with Section 106 of the National Historic Preservation Act, in accordance with General Condition 20.

**13. NWP 27 Activities (Regional Condition B(1)(l))**

The activity is not proposed under NWP 27. (skip to Box 14)

Justification that the proposed activity would result in a net increase in aquatic resource functions and services:

**14. NWP 29 or 39 Activities (Regional Condition B(1)(m))**

The activity is not proposed under NWP 29 or 39. (skip to Box 15)

The activity is proposed under NWP 29 or 39, but does not propose channelization or relocation of perennial or intermittent drainages. (skip to Box 15)

Justification that the proposed activity would result in a net increase in aquatic resource functions and services:

**15. Construction Activities in Standing or Flowing Waters (Regional Condition B(1)(n))**

The activity does not propose construction in standing or flowing waters, as construction would occur when the area is naturally dewatered. (skip to Box 16)

The activity does not propose construction in standing or flowing waters, as the area would be dewatered as identified in Box 8. (skip to Box 16)

Information on why it is not practicable to conduct construction activities when the area is dewatered naturally or through an approved dewatering plan:

Construction will occur from upland work areas during low water. However as described in Box 8, there is potential for dewatering activities.

**16. New Bank Stabilization Activities (Regional Condition B(1)(o))**

The activity does not propose the construction of new bank stabilization. (Skip to Box 17)

The proposed new bank stabilization would involve the sole use of native vegetation or other bioengineered design techniques. Information to support this can be found in the South Pacific Division PCN form, attachments, and drawings. (Skip to Box 17)

Information on why the sole use of vegetated techniques to accomplish the bank stabilization activity is not practicable:



**17. Critical Habitat for Federally-listed Threatened and/or Endangered Fish Species (Regional Condition B(1)(p))**

N/A. The proposed activity is located in Nevada (including the Lake Tahoe Basin in California) or Utah. (skip to Regional Condition list for the appropriate state)

The proposed activity is located in California (excluding the Lake Tahoe Basin), but is not located in critical habitat for Federally-listed threatened and/or endangered fish species. Information to support this can be found in the South Pacific Division PCN form, attachments, and drawings. (skip to Regional Condition list for California)

The proposed activity is located in critical habitat for Federally-listed threatened and/or endangered fish species, but would not result in a reduction or alteration in the quality and availability of the Physical and Biological Features (also known as Essential Features or Primary Constituent Elements) because:

The proposed activity is located in critical habitat for Federally-listed threatened and/or endangered fish species, and would result in a reduction or alteration in the quality and availability of the Physical and Biological Features (also known as Essential Features or Primary Constituent Elements). See Boxes 17(a) and (b).

a. The reasons why it is not practicable to avoid the reduction or alteration in the quality and availability of the Physical and Biological Features of the designated critical habitat:

b. Information demonstrating that the reduction or alteration in the quality and availability of the Physical and Biological Features of the designated critical habitat will have no more than minimal individual or cumulative adverse effects:

**18. Essential Fish Habitat (EFH) (Regional Condition B(2)(e))**

N/A. The proposed activity will not occur in areas designated as EFH located in Nevada (including the Lake Tahoe Basin in California) or Utah. (skip to Regional Condition list for the appropriate state)

The proposed activity will occur in areas designated as EFH and an EFH assessment and extent of proposed impacts to EFH is enclosed.

## Compliance with Sacramento District Regional Conditions for Utah

This checklist is intended to assist prospective permittees with documenting compliance with all Sacramento District Regional Conditions, as required by Regional Condition B(1). This checklist does not include the full text of each regional condition. Please refer to the *Final Sacramento District Nationwide Permit Regional Conditions for Utah* (<http://www.spk.usace.army.mil/Missions/Regulatory/Permitting/Nationwide-Permits/>) when completing this checklist.

Please check the box to indicate you have read and have/will comply with the Regional Condition and provide a rationale on how you have/will comply with the Regional Condition.

Check	Regional Condition	Rationale for Compliance
X	<b>A(1). <u>All NWP's except 3, 6, 20, 27, 32, and 38:</u></b> Revoked for activities in histosols, fens, bogs, peatlands, and in wetlands contiguous with fens.	There are no wetlands as described
X	<b>B(1). <u>Additional PCN Requirements:</u></b>	See Boxes 1 through 1(p)
X	<b>B(2). <u>PCN Requirements:</u></b> PCN must be submitted for: <ul style="list-style-type: none"> <li><input type="checkbox"/> All discharges below the OHWM of the Great Salt Lake in areas containing bioherms</li> <li><input type="checkbox"/> New or replacement linear transportation crossings where the pre-construction bankfull width of waters of the U.S. at the crossing would be reduced.</li> <li><input type="checkbox"/> Activities within 100 feet of a known natural spring.</li> <li><input type="checkbox"/> Activities in waters of the U.S. on Tribal lands.</li> <li><input type="checkbox"/> Activities proposing in-stream grouted outfall structures or grouting of stream bottoms..</li> </ul>	NA
X	<b>B(3). <u>Utility Line Activities:</u></b> PCN shall be submitted when a utility line: <ul style="list-style-type: none"> <li><input type="checkbox"/> Results in a loss of greater than 100 linear feet of perennial, intermittent, or ephemeral drainages/open waters of the U.S.</li> <li><input type="checkbox"/> Does not involve restoration of trenches to pre-project contours and conditions within 20 days.</li> <li><input type="checkbox"/> Involves discharge of excess material from trench into waters of the U.S.</li> </ul>	NA
X	<b>B(4). <u>New Bank Stabilization.</u></b> New bank stabilization activities shall: <ul style="list-style-type: none"> <li><input type="checkbox"/> Use native vegetation, bioengineering design techniques, or a combination, unless specifically determined to be not practicable by the Corps.</li> </ul> <b>PCN will be submitted when new bank stabilization:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Involves any hard-armoring or the placement of any non-vegetated or non-bioengineered technique in waters of the U.S.</li> </ul>	NA
X	<b>B(5). <u>NWP 3, 6, 20, and 27:</u></b> A PCN shall be submitted for activities in histosols, fens, bogs, peatlands, and in wetlands contiguous with fens.	NA
X	<b>B(6). <u>NWP 23:</u></b> A PCN shall be submitted for all activities.	NA



Check	Regional Condition	Rationale for Compliance
X	<p><b>B(7). <u>NWP 27</u>:</b> PCN shall be submitted for all activities. The following applies:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Facilities for controlling stormwater runoff, construction of water parks, and the use of grout or concrete for in-stream structures are not authorized.</li> <li><input type="checkbox"/> For stream restoration, post-project stream sinuosity shall be appropriate and equal to or greater than pre-project sinuosity.</li> <li><input type="checkbox"/> Structures shall allow the passage of aquatic organisms, recreational water craft, or other navigational structures, unless waived.</li> </ul>	NA
X	<p><b>B(8). <u>NWP 29 and 39</u>,</b> Channelization or relocation of perennial or intermittent drainages is not authorized unless the Corps determines the channelization or relocation would result in a net increase in aquatic resource functions and services. This Regional Condition does not apply to certain ditches.</p>	NA
X	<p><b>B(9). <u>NWP 46</u>,</b> Discharge shall not cause the loss of greater than 0.5 acre or 300 linear feet of waters of the U.S., unless specifically waived in writing by the Corps.</p>	NA
X	<p><b>B(10). <u>Linear Transportation Crossings</u>.</b> The following criteria apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For Federally-listed fish species, span the stream or river or use bottomless arch culvert.</li> <li><input checked="" type="checkbox"/> Shall be constructed to maintain pre-construction course, condition, capacity and location of open waters unless the activity would result in a net increase in aquatic resource functions and services.</li> <li><input type="checkbox"/> Replacement linear transportation crossings shall be designed to approximate the bankfull width and depth of upstream and downstream open waters, unless determined to be not practicable by the Corps.</li> </ul>	Applicant will install a culvert to maintain pre-construction flows.
X	<p><b>B(11). <u>Standing or Flowing Water</u>:</b> Unless determined to be not practicable by the Corps, no construction activities shall occur within standing or flowing waters. Must allow inspection of activity(s).</p>	Construction activities will be conducted from uplands and during low water. Dewatering as described in Box 8 might be required. The applicant will allow inspection of activities.
X	<p><b>B(12). <u>Lead Federal Agency</u>:</b> Must submit documentation for compliance with Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act, and National Historic Preservation Act.</p>	NA
X	<p><b>C(1). <u>Recordation</u>.</b> Permittee will record NWP verification for areas required to be preserved as a special condition or where boat ramps, docks, marinas, piers, or permanently moored vessels will be constructed or placed in or adjacent to navigable waters.</p>	NA



Check	Regional Condition	Rationale for Compliance
X	<p><b>C(2). <u>Compensatory Mitigation:</u></b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> For permittee responsible compensatory mitigation, develop and submit a final comprehensive mitigation and monitoring plan for approval prior to commencement of construction activities in waters of the U.S.</li> <li><input type="checkbox"/> Complete the construction of compensatory mitigation before or concurrent with construction of authorized activity and submit proof of purchase of mitigation bank or in-lieu fee program credits prior to commencement of construction of the authorized activity.</li> </ul>	No compensatory mitigation is proposed for projects <0.1 acre.
X	<p><b>C(3). <u>Best Management Practices (BMPs):</u></b> Unless determined to be not practicable or appropriate by Corps, permittee shall employ and maintain construction BMPs.</p>	Best management practices will be applied as described above.
X	<p><b>C(4). <u>Highly Visible Markers:</u></b> Unless determined to be not practicable or appropriate by Corps, permittee shall clearly identify the limits of the authorized activity with highly visible markers. The permittee is prohibited from any activity that impacts waters of the U.S. outside of the permit limits.</p>	High visibility markers will be used to identify "no-work" areas as described above.
X	<p><b>C(5). <u>Temporary Access and Construction:</u></b> For temporary fill within waters of the U.S., the permittee shall:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Use spawning quality gravel where appropriate, as determined by the Corps.</li> <li><input type="checkbox"/> Install a horizontal marker to delineate the existing bottom elevation of waters of the U.S.</li> <li><input type="checkbox"/> Remove all temporary fill and restore the area to pre-project contours and conditions within 30 days following completion of construction activities in waters of the U.S.</li> </ul>	Temporary access and construction are restricted to uplands within the project area. Any work conducted from wetlands will be done from mats to minimize disturbance.
X	<p><b>C(6). <u>Utility Line Activities:</u></b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Permittee shall ensure utility line does not result in draining waters of the U.S.</li> <li><input checked="" type="checkbox"/> Unless determined not practicable or appropriate by the Corps, permittee shall dispose of excess material from utility line trench in an upland location.</li> </ul>	Clay plugs will be used within utility trenches to avoid draining WOUS. Any excess material will be placed in uplands.
X	<p><b>C(7). <u>Contractor Compliance:</u></b> Permittee is responsible for all work and ensuring contractors and workers are aware of and adhere to terms and conditions of the authorization. The permittee shall ensure a copy of the authorization and drawings are available at the site.</p>	The applicant will comply with C(7)
X	<p><b>C(8). <u>Site Inspection:</u></b> Permittee shall allow Corps representatives to inspect authorized activity and any avoidance, preservation, and/or compensatory mitigation areas at any time deemed necessary.</p>	The applicant authorizes site inspections by USACE personnel.

Check	Regional Condition	Rationale for Compliance
<input checked="" type="checkbox"/>	<p><b>C(9). <u>Compliance Certification:</u></b> Permittee shall submit:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> As-built drawings;</li> <li><input checked="" type="checkbox"/> Numbered and dated post-construction photographs;</li> <li><input checked="" type="checkbox"/> Description and photo-documentation of all BMPs;</li> <li><input checked="" type="checkbox"/> For temporary fills in waters of the U.S., a description and photo-documentation of all restored waters of the U.S.</li> </ul>	<p>The applicant will provide compliance certification upon completion.</p>

# Huntsville Town

## Subdivision Application

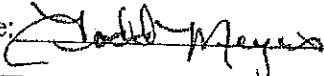
Applicant Name: CW LAND

Applicant Mailing Address: 1222 LEGACY CROSSING, CENTERVILLE, UTAH 84014

Email: todd@cw.land

Phone: 801-520-4072

Brief Description of Proposed Subdivision: 21 LOT SUBDIVISION FOR SINGLE FAMILY HOMES ON 3+ ACR LOTS.

Applicant Signature: 

Date: 9/16/21

### Parcel Owner's Permission for Subdivision Application

*The undersigned authorize this application for subdivision:*

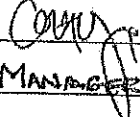
Parcel Number(s): 240190001, 210210040, 240190023, 240190011, 210260041, 240190012, 240190015

Parcel(s) Owner Name: CW THE SAGE LLC

Parcel(s) Owner Mailing Address: 1222 LEGACY CROSSING, CENTERVILLE, UT 84014

Email: COLIN@CW.LAND

Phone: \_\_\_\_\_

Parcel Owner Signature: 

Date: 9/16/21

Title (Authorized Agent): MANAGER

*The undersigned authorize this application for subdivision:*

Parcel Number(s): \_\_\_\_\_

Parcel(s) Owner Name: \_\_\_\_\_

Parcel(s) Owner Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Parcel Owner Signature: \_\_\_\_\_

Date: \_\_\_\_\_

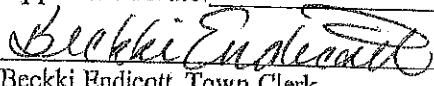
Title (Authorized Agent): \_\_\_\_\_

*(For Additional Parcel Owners Use Attached Sheet)*

### For Town Use:

Application Date: 9/16/2021

Fees Paid: \$ 1,275

  
Beckki Endicott, Town Clerk

Huntsville Town Planning Commission - Subdivision Preliminary Plan

- Recommended for Approval
- Recommended for Conditional Approval
- Recommended for Rejection
- Deferred

Chair Signature: [Signature] Date: 9-23-21

Notes/Conditions: Incomplete application, missing information

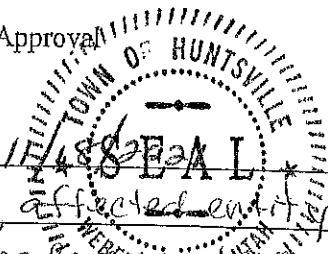
Huntsville Town Council - Subdivision Preliminary Plan

- Approved
- Conditional Approval
- Rejected
- Deferred

Mayor Signature: [Signature] Date: 11/18/2021

Notes/Conditions: Subject to Staff agency comments, affected entity comments, compliance w/ code requirements, final drawings showing items stated in the preliminary review dated 9/22/21

ATTEST: [Signature] Date: 11/18/2021  
Beckki Endicott, Town Recorder



Huntsville Town Planning Commission - Final Plat

- Recommended for Approval
- Recommended for Conditional Approval
- Recommended for Rejection
- Deferred

Chair Signature: [Signature] Date: 8-25-2022

Notes/Conditions: See Notes from Staff report and added condition - please refer to meeting minutes from 8-25-2022

Huntsville Town Council - Final Plat

- Approved
- Conditional Approval
- Rejected
- Deferred

Mayor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notes/Conditions: \_\_\_\_\_

ATTEST: \_\_\_\_\_ Date: \_\_\_\_\_  
Beckki Endicott, Town Recorder



Huntsville Town Engineer -- Final Plat & Final Improvement Plan

- Approved  Conditional Approval  
 Rejected  Deferred

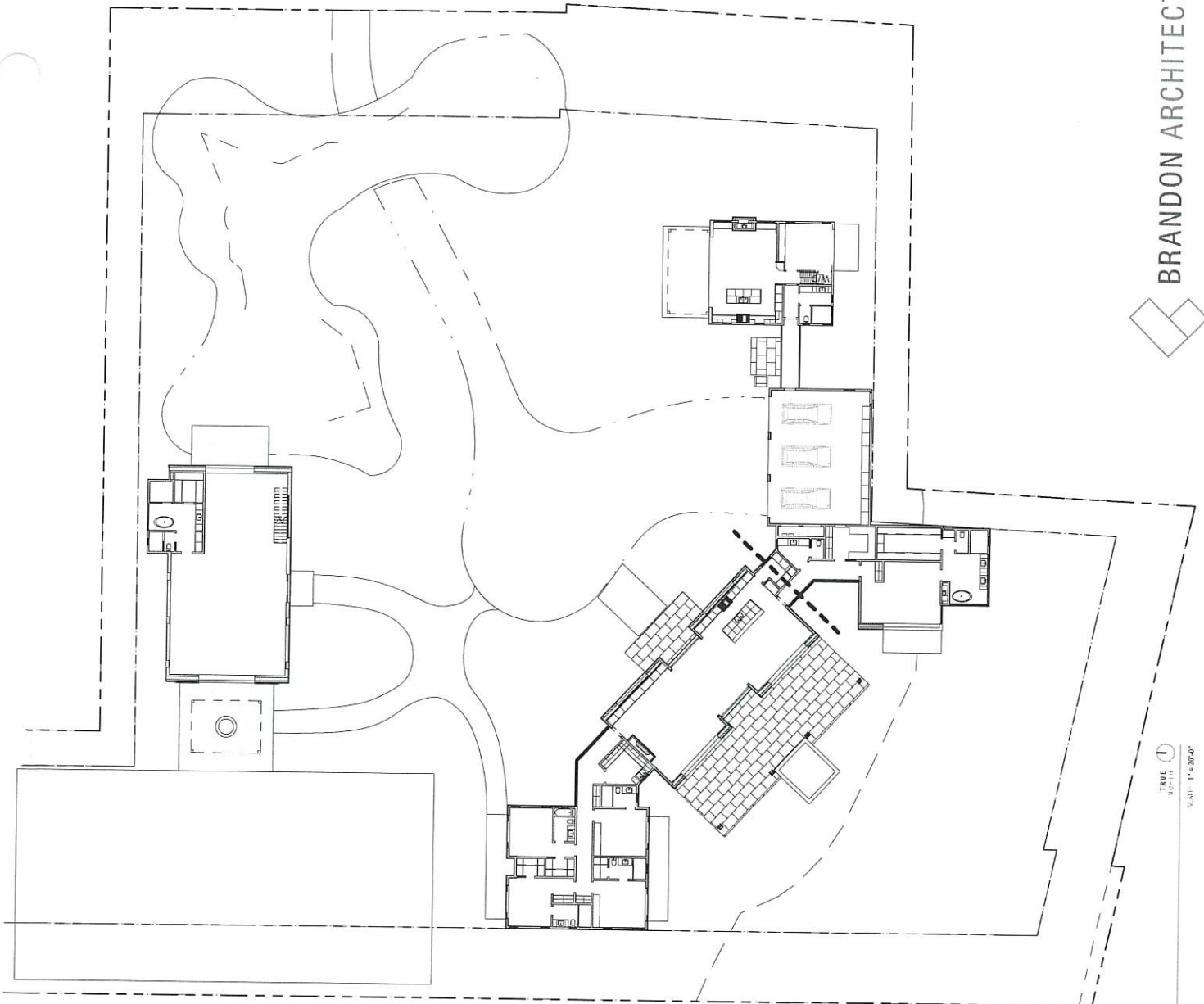
Town Engineer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notes/Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submission Requirements & Process:**

- Completed & Signed Application Form
- Payment of Application Fee to Huntsville Town
- Subdivision Preliminary Plan** requirements (see Titles 15.25.1 for all requirements):
  - Submit eight (8) copies of the Subdivision Preliminary Plan that includes the following:
    - Drawn to a scale no smaller than 100 feet to an inch.
    - The proposed named of the subdivision.
    - Sufficient information to accurately locate the proposed subdivision, including section corner ties.
    - The name(s) and address(es) of the subdivider, the licensed engineer (if required), and licensed land surveyor.
    - Land ownership of adjacent parcels to the proposed subdivision.
    - The boundary lines of the existing parcel(s) with bearings and distances.
    - The location of existing streets, water courses, irrigation ditches and structures, exceptional topography, easements and buildings within or immediately adjacent to the parcels being subdivided.
    - Existing and proposed septic systems, storm drains, water supply mains, water wells, land drains, and culverts within the parcel and immediately adjacent thereto.
    - North-pointing arrow, scale, and date of drawing creation.
  - A written Statement of Feasibility from the Weber County Health Department or Utah Division of Water Quality which states recommendations regarding sanitary sewage disposal.
  - The Subdivision Application and Subdivision Preliminary Plan must be reviewed by the Huntsville Planning Commission and approved by the Huntsville Town Council.
  - Approval the Subdivision Preliminary Plan by the Huntsville Town Council is valid for eighteen (18) months from the date of approval.
- Final Plat** requirements (see Titles 15.25.1.8 for all requirements):
  - Submit four (4) copies of the Final Plat that includes all requirements outlined in Title 15.25.1.8.
  - A Letter of Certification by the subdivider's registered Land Surveyor, indicating that all lots meet the requirements of the Huntsville Town Land Use regulations.
  - The Final Plat must be recorded within eighteen (18) months from the date of approval of the Subdivision Preliminary Plan by the Town Council otherwise the subdivision application is considered void. A Subdivision Application that is considered void will require a new application with the accompanying appropriate fees.
- Final Improvement Plan** requirements (see Titles 15.25.1.9 for all requirements):
  - Submit a complete set of Final Improvement Plans to the Huntsville Town Engineer stamped by a Utah Licensed Professional Engineer that includes all requirements outlined in Title 15.25.1.9.
  - Provide copies of utility contracts with applicable companies such as electric, gas, and telephone services.

PC Meeting 8.25.22  
Attachment #3



BRANDON ARCHITECTS

TABLE 1  
00-111  
SCALE: 1" = 30'-0"

FALLS RETREAT | ARCHITECTURAL SITE PLAN

DATE: 7/20/22  
DRAWN BY: B. BRYAN





**BRANDION ARCHITECTS**  
 11516 W. 10TH AVENUE, SUITE 101  
 DENVER, COLORADO 80202  
 WWW.BRANDIONARCHITECTS.COM

**PROJECT NAME:**  
**PROJECT DATE:**  
**TEAM:**  
**PROJECT LOCATION:**

**FALLS RETREAT**

**PROJECT ADDRESS:**  
 3415 W. 10TH  
 DENVER, CO 80202

**OWNER:**  
 BRANDION ARCHITECTS

**DATE:**  
 10/27/2022

**REVISIONS:**

**EXTERIOR ELEVATIONS**

**A-4.1**

**BRANDION ARCHITECTS**  
 11516 W. 10TH AVENUE, SUITE 101  
 DENVER, COLORADO 80202  
 WWW.BRANDIONARCHITECTS.COM

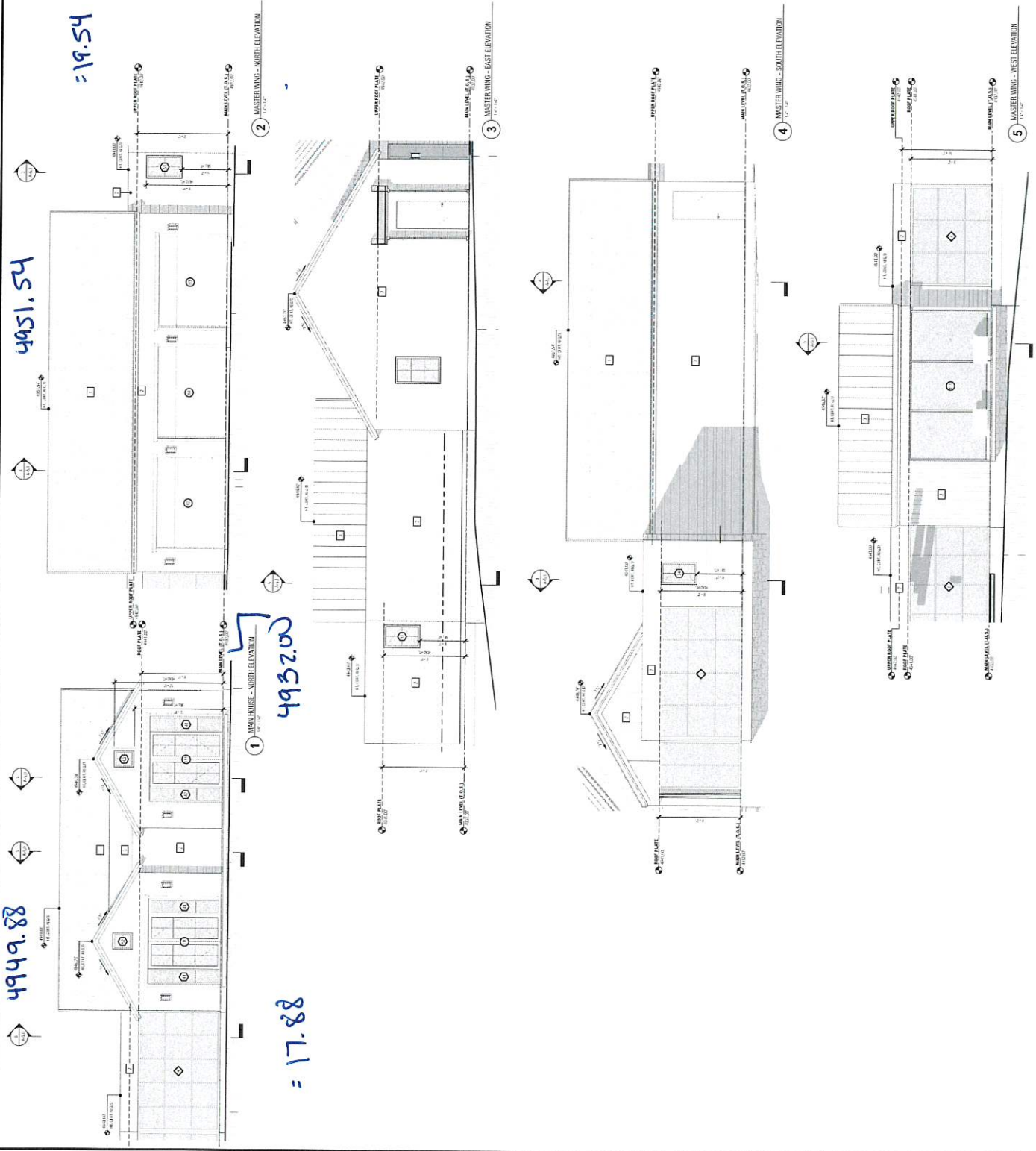
**PROJECT NAME:**  
**PROJECT DATE:**  
**TEAM:**  
**PROJECT LOCATION:**

**DATE:**  
**REVISIONS:**

**GENERAL NOTES:**

**EXTERIOR ELEVATIONS**

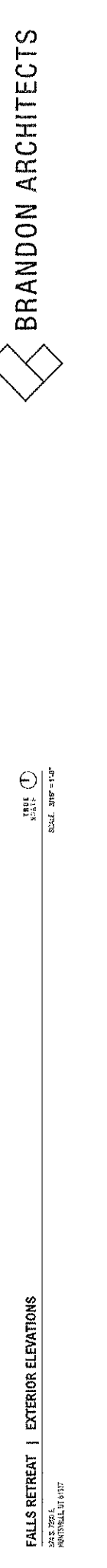
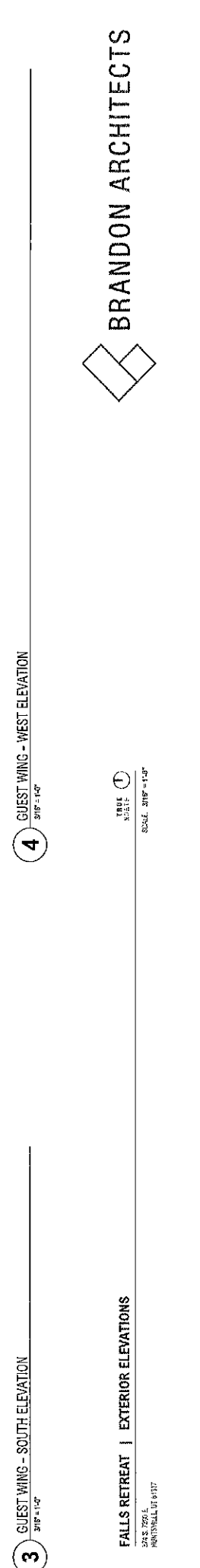
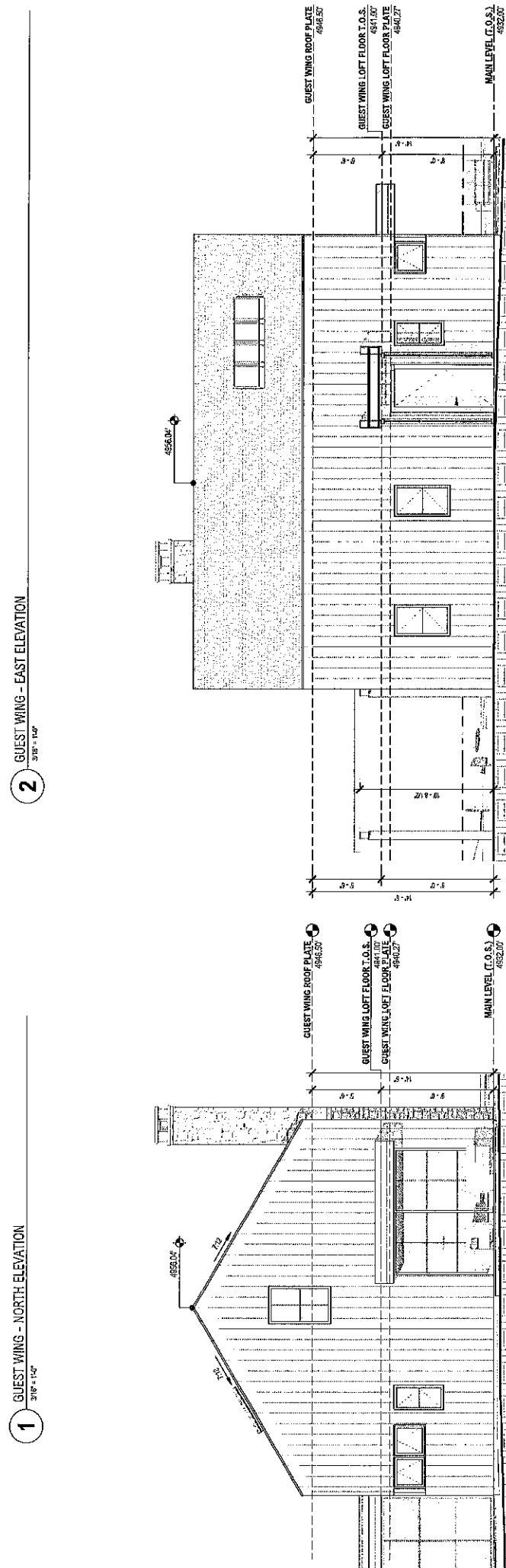
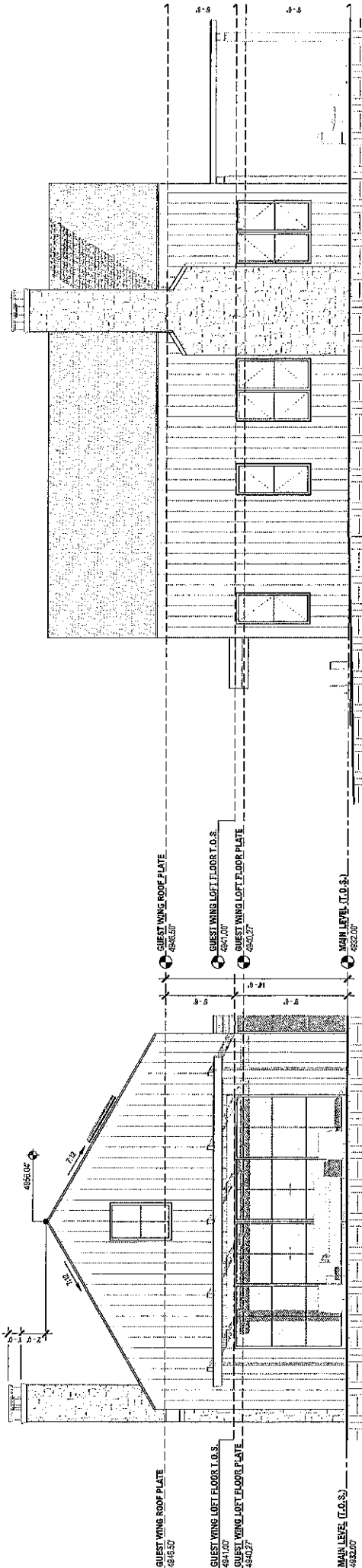
**A-4.1**

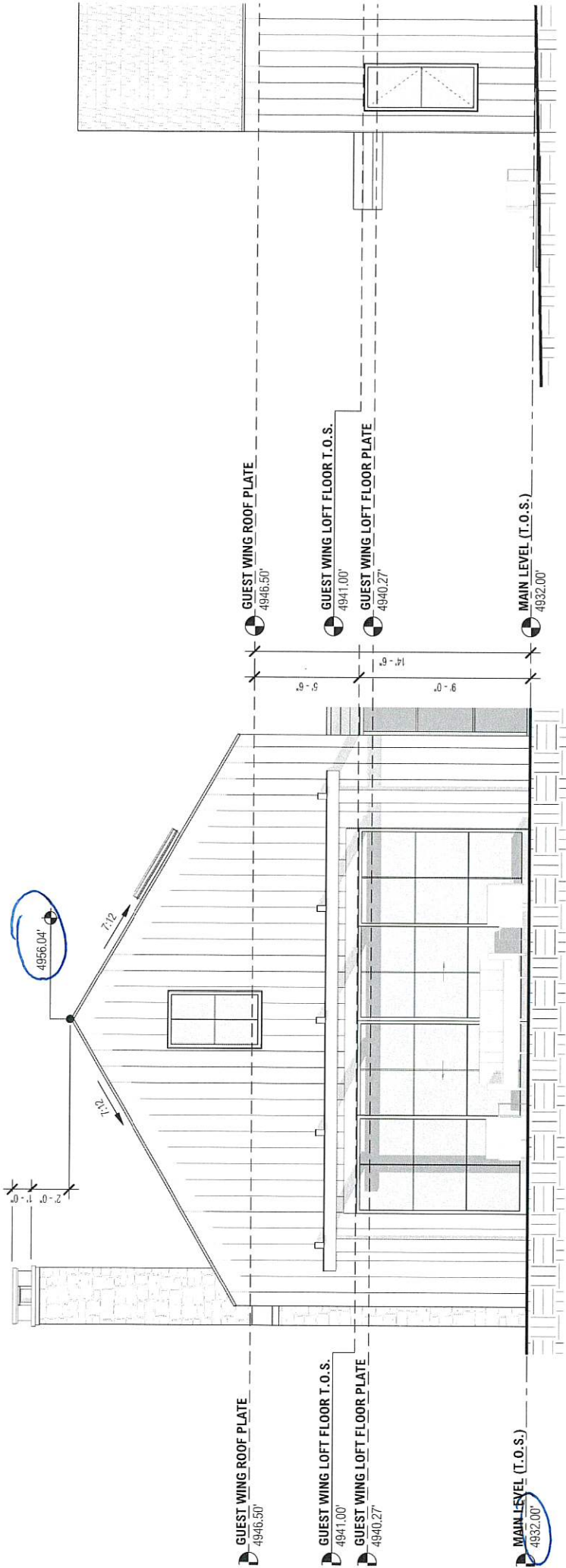


**A MATERIAL SPECIFICATIONS**

**B GENERAL NOTES**

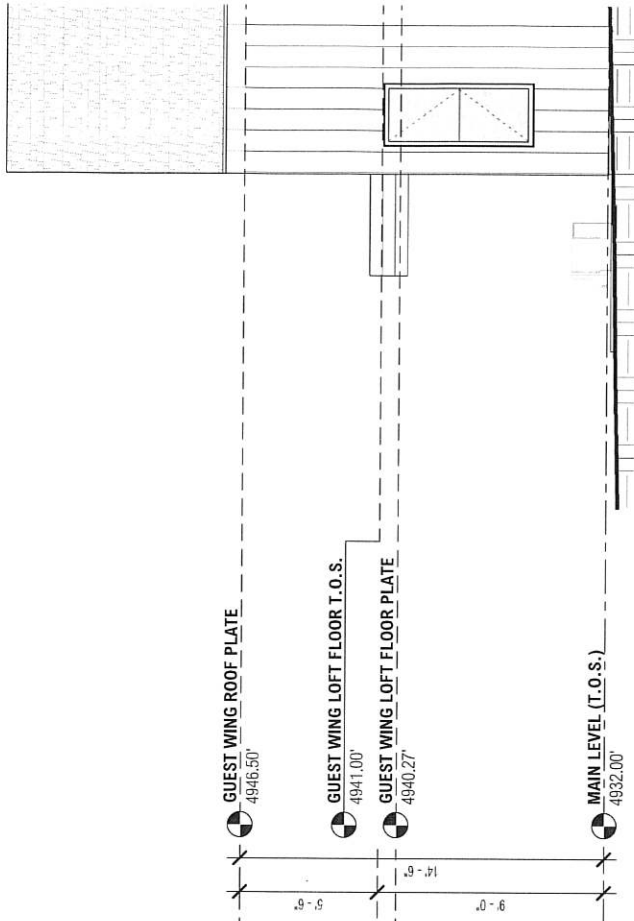
**C KEYNOTES**



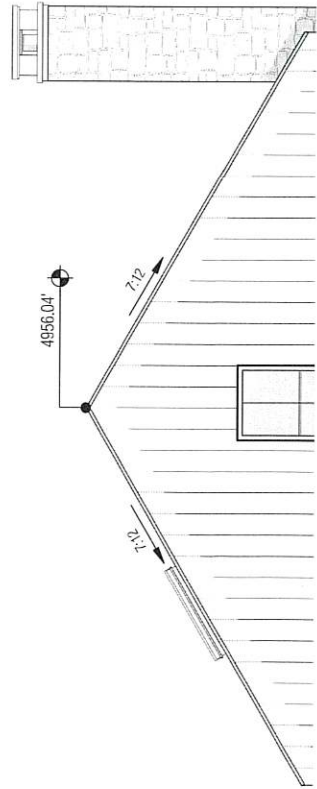


**1** GUEST WING - NORTH ELEVATION  
3/16" = 1'-0"

4956.04 - 4932.00 = 24.04 ft



**2** GUEST WING - EAST ELEVATION  
3/16" = 1'-0"



GUEST WING DONE BY DATE



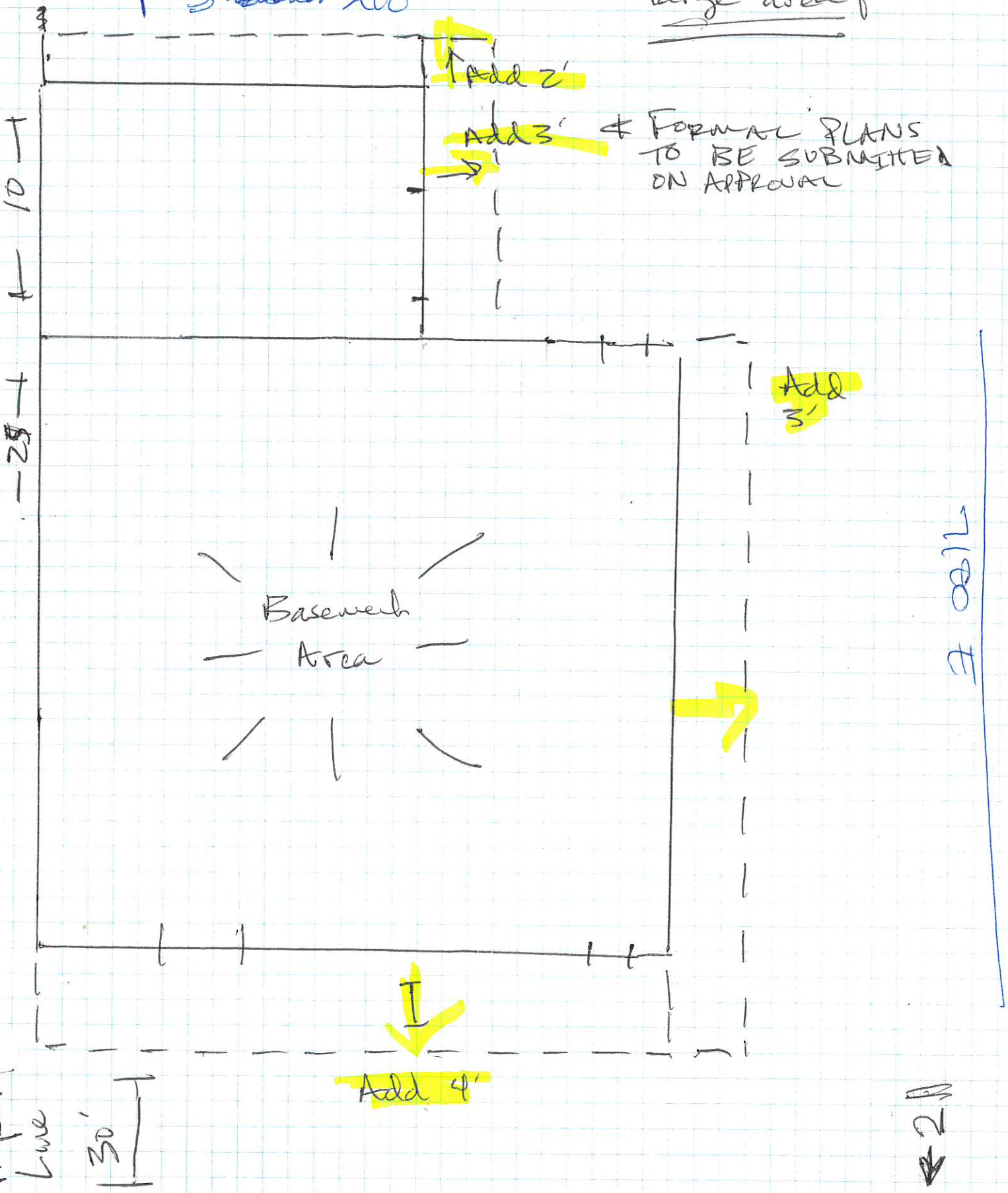
DAVID & MICHELLE ROBINSON  
7130 E 200 S Huntsville

PC meeting 8.25.22  
Attachment #4  
801-710-2705

Proposed addition to Barn

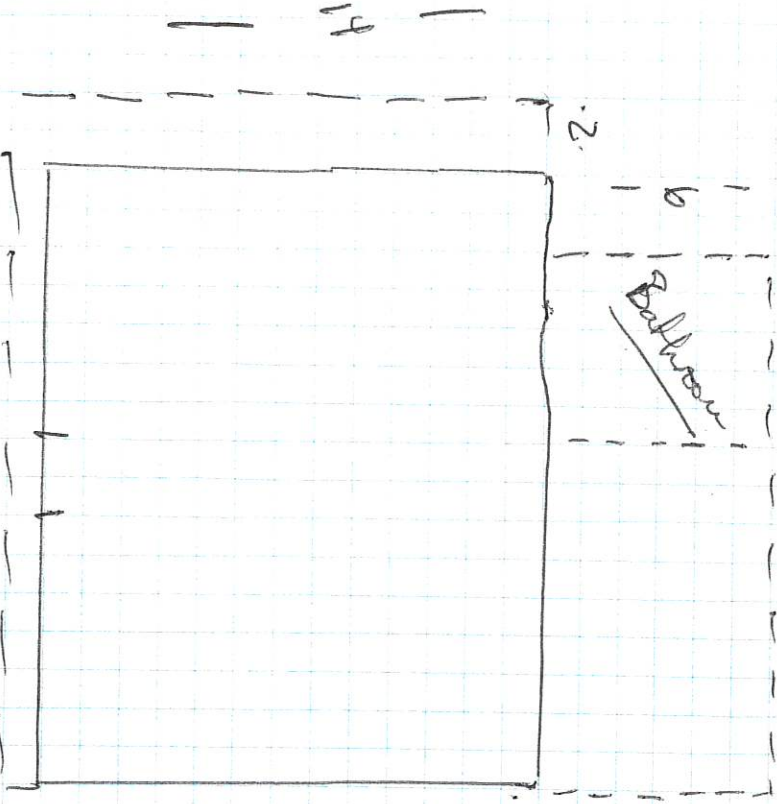
\*Add Basement in  
large area

↑ S ~~200~~ 200





7100 E



PROPERTY  
LINE DIVER

30'

14

200 S

Proposed

ROBINSON 801-710-2705

Gym & Girl Cave

\* Considering

Current Structure 16x13

PC meeting 8.25.22  
 AH: # 5

# STARLING BARN

280 SOUTH 1500 EAST, HUNTSVILLE UTAH

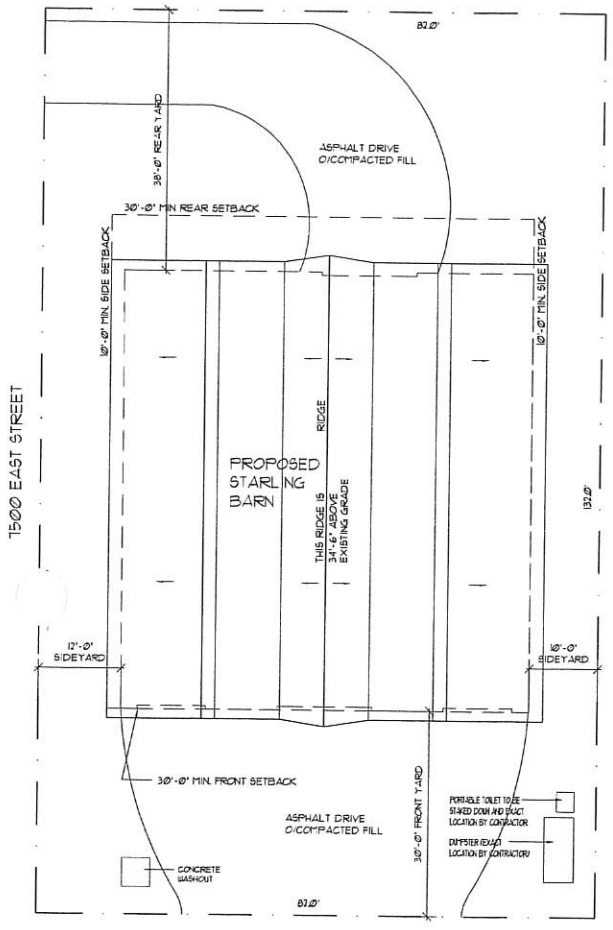
### DRAWING SCHEDULE

S1	SITE PLAN, DRAWING SCHEDULE AND GENERAL NOTES
F1	FOOTING, FOUNDATION PLAN & NOTES & SCHEDULES
F2	MAIN FLOOR PLAN
F3	UPPER STORAGE FLOOR PLAN
L4	EXTERIOR ELEVATIONS
F5	EXTERIOR ELEVATIONS
S6	FLOOR FRAMING PLANS, BEAM SCHEDULES & NOTES
S7	ROOF FRAMING PLANS & TRUSS TYPES
S8	FRAMING SECTIONS
S9	FRAMING SECTIONS
E10	MAIN FLOOR ELECTRICAL PLANS & NOTES
E11	UPPER ELECTRICAL PLAN & NOTES
S-000	STRUCTURAL NOTES
S-001	STRUCTURAL NOTES
S-500	STRUCTURAL DETAILS & NOTES
S-501	STRUCTURAL DETAILS & NOTES

**FREEDOM DESIGN**

ARCHITECTURAL  
 PLANNING & DESIGN

1564 South 800 West  
 Woods Cross Utah  
 Phone (313) 246-6746  
 Fax (313) 246-6741



1500 EAST STREET

300 SOUTH STREET

280 SOUTH 1500 EAST  
 HUNTSVILLE UTAH

**SITE PLAN**

SCALE: 1"=20'-0"

**NOTES**

GRAVEL BAGS TO BE PLACED AND TAMPED AROUND ANY EXISTING DRAIN INLET ADJACENT TO OR IMMEDIATELY ADJACENT FROM THE DURING CONSTRUCTION

BERS OR SINKS MAY BE REQUIRED ALONG PROPERTY LINES TO PREVENT STORM WATER FLOW OVER ADJACENT LOTS. FINAL GRADING SHALL BE DONE WITH ADJACENT LOTS

ALIGNED CONCRETE WASHOUT AREA MUST BE PROVIDED AT THE END OF CONCRETE WORK WASHOUT AND THE FOUNDATION ON GROUND IS PROHIBITED

STREET CURB AND GUTTER SHALL BE REPAIRED AND CLEARED OF DIRT/FLUD AT THE END OF EVERY DAY

SHORT BEER MEN TO BE PROTECTED BY GRAVEL OR FLOW BUNDLE

REMOVE GRAVEL DRIVE APPROX 10 FEET FROM BEING REPAIRED ON PUBLIC ROAD

ALL STORM WATER FLOW SHALL BE KEPT OFF DURING CONSTRUCTION UNTIL FINAL LANDSCAPING IS DONE

### GENERAL NOTES

**A. EXCAVATION, BACK FILL, GRADING & DAMPROOFING**

- All excavations for footings shall be to natural undisturbed soil.
- All back filling shall be done with granular free draining material. Existing site material may be used so long as existing soils are free from clay soils and any construction debris. Compact all back fill material in 10" lifts to 95% of maximum soil density.
- Final grading shall be done so as to provide positive drainage away from all building foundations. A minimum slope of 6" per 10'-0" and shall be maintained with a 1% slope thereafter to approved drainage areas.
- All sumpwater downspouts shall be piped away from the home to an approved drainage area. No rainwater shall drain in window wells, or rock light wells.
- If any ground water is encountered during excavation, a qualified soils Engineer shall be retained to make an on-site assessment of the situation.
- Footings shall be placed around all exterior footings and gravity fast to an approved drainage area.

**B. WINDOWS**

- All windows in rooms used for sleeping shall have sills not more than 44" above the floor with an operable opening of not less than 5.7 square feet. The height of the window shall not be less than 24" with a net clear width of not less than 20". Exception: grade floor openings shall have a net clear opening of 8.0 sq. ft.
- Habitable rooms require 8% of floor area to be glazing with 1/2 of that glazing to be operable.
- All windows to be double pane installed glazing of 3/8" double strength "B" grade glass minimum.

**C. VENTILATION**

- Natural ventilation shall be provided to every habitable room with equal to 4% of floor area with operable windows which will provide (35) fresh air changes per hour.
- No gas connections allowed in any rooms used for sleeping or in any corridors leading to or through any sleeping room.
- Ventilation shall be provided into all crawl spaces by means of screened vents measuring not less than 1" x 14" spaced not more than 25" apart, and placed so as to provide cross ventilation.
- Provide (2) combustion air ducts to furnace rooms (1) placed at 18" above floor and (1) placed at 18" below the ceiling with an area of not less than (1) square inch per 1000 BTU input.
- Provide attic ventilation equal to 1/60 of the area of the space ventilated.
- Mechanical ventilation may be provided in habitable rooms, where not required for emergency escape system will be sole to provide (20) fresh air changes per hour.

**D. FIRE PROTECTION & WARNING**

- Provide 1/2" type "X" gyp. bnd. on all supporting walls and ceilings of the garage adjacent to living areas. Nail all 5/8" type "X" gyp. bnd. at 6" o.c. (One hour fire rated) area used for storage. Fire block walls at all stair stringers.
- Doors leading from the garage into the house shall be solid core wood or honeycomb retail doors not less than 1 1/2" thick.
- Smoke detectors are required in all hallways leading to sleeping rooms, sleeping rooms, unfinished areas, with a minimum of (1) one each story. Wire all smoke detectors to sound simultaneously. Smoke detectors must have battery back-up.
- A minimum of 30" shall be provided above all ranged, grills, or cook tops to combustibles.

**E. HANDRAILS & GUARDRAILS**

- Handrails are required at all stairways having (2) or more risers.
- Handrails shall be placed not less than 2'-0" above stair nosing and not more than 3'-2" above stair nosing.
- Handrail gap size shall have a circular cross section of 1 1/2" minimum - 2 1/2" max. Edges shall have a minimum radius of 1/4". Handrails may project 4 1/2" into the stairway on both sides. Continuous handrails shall be permitted to be interrupted by a small joint at a turn and the use of a volute turn or starting easing shall be allowed on loose, tread.
- Guardrails are required at all balconies or decks or floor levels more than 30" apart.
- Balusters for guardrails shall be spaced such that a 4" diameter sphere shall not pass through.
- When a guardrail is combined with a handrail on all open sides of stairs, guardrail may be built to handrail height.

THESE PLANS ARE RELEASED FOR:

LOT: \_\_\_\_\_ CITY: \_\_\_\_\_

OWNER: \_\_\_\_\_

BAILER (OPT): \_\_\_\_\_

ANY OTHER USE OF THESE PLANS IS PROHIBITED. THESE PLANS WILL BE REPRODUCED AT THE RISK OF THE USER. FREEDOM DESIGN AND FREEDOM DESIGN ARE PROPERTY OF FREEDOM DESIGN BY CONTRACT.

**SITE PLAN & DRAWING SCHEDULE**

**STARLING BARN**

STORAGE BARN

COPYRIGHT 2022 BY FREEDOM DESIGN

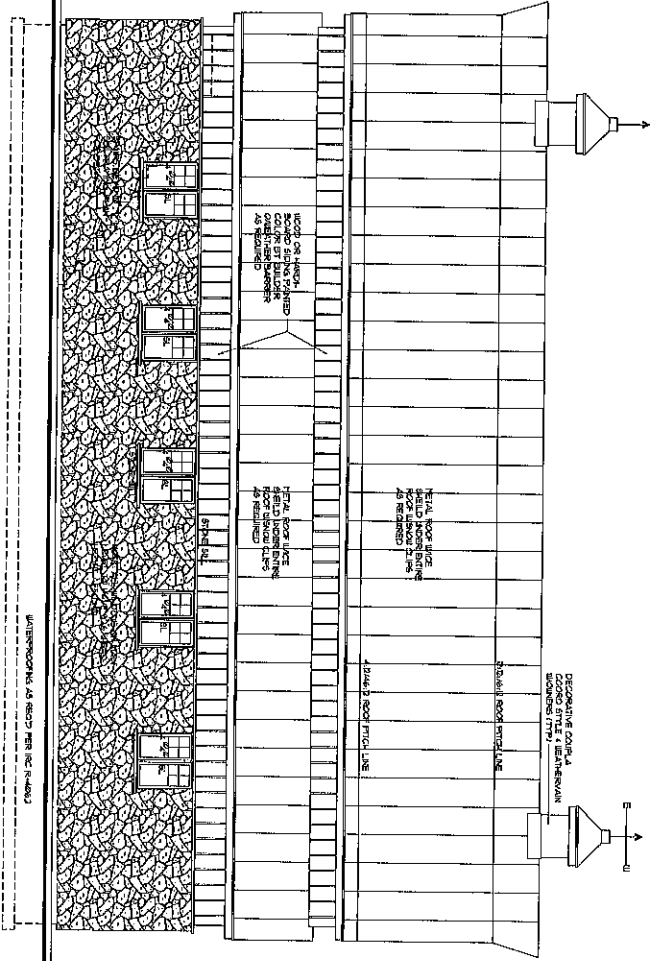
NOTE: THESE PLANS HAVE BEEN RELEASED FOR THE ABOVE DESCRIBED LOT ONLY. ANY REPRODUCTION OF THESE PLANS CAN RESULT IN PROSECUTION BY FREEDOM DESIGN, LLC.

RELEASE DATE: 8/23/22

REVISIONS:

DATE: \_\_\_\_\_

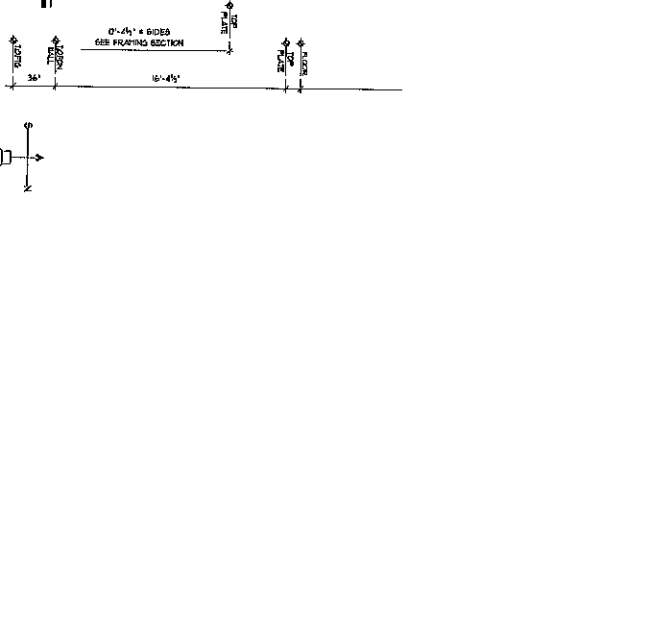
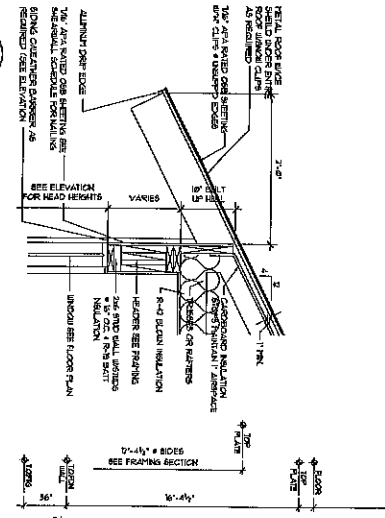
SHEET NO. 01



WEST ELEVATION  
SCALE 1/4" = 1'-0"

**NOTES:**  
 1. ROOFING OR SUBSEQUENT INSULATION IN ROOF SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND APPROVED MATERIALS LISTED IN THE SPECIFICATIONS. THE SPECIFICATIONS SHALL BE THE BASIS FOR THE SELECTION OF MATERIALS AND METHODS OF CONSTRUCTION.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. FINISHES SHALL BE AS SHOWN.  
 4. ALL MATERIALS SHALL BE OF THE BEST QUALITY AVAILABLE.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL FEATURES.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORICAL FEATURES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL CULTURAL FEATURES.

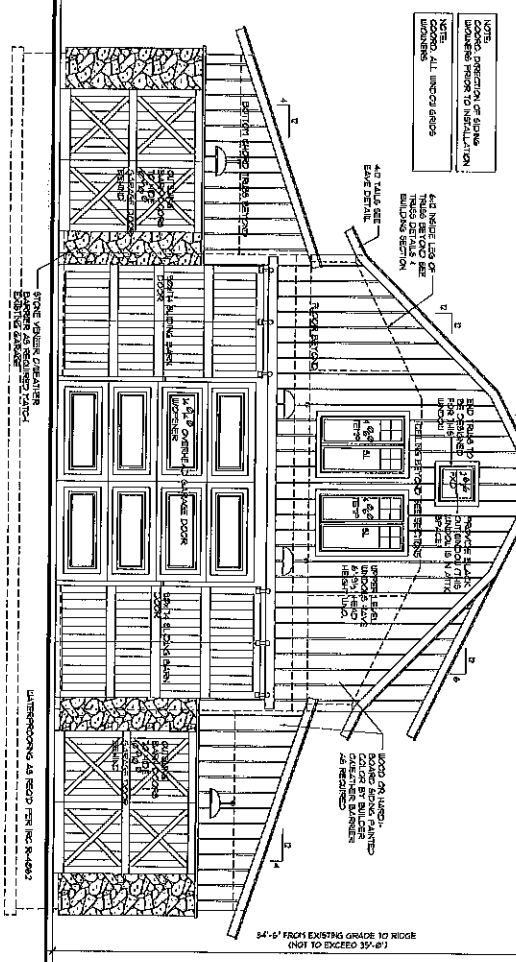
A SAVE DETAIL  
SCALE 1/4" = 1'-0"



SOUTH ELEVATION  
SCALE 1/4" = 1'-0"

**NOTES:**  
 1. ROOFING OR SUBSEQUENT INSULATION IN ROOF SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND APPROVED MATERIALS LISTED IN THE SPECIFICATIONS. THE SPECIFICATIONS SHALL BE THE BASIS FOR THE SELECTION OF MATERIALS AND METHODS OF CONSTRUCTION.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
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B SOUTH ELEVATION  
SCALE 1/4" = 1'-0"



<p>EXTERIOR ELEVATIONS</p> <p><b>STABLE BARN</b></p> <p>STORAGE BARN</p> <p>COPYRIGHT 2012 BY FREEDOM DESIGN</p>		<p>THESE PLANS ARE RELEASED FOR USE BY THE ARCHITECTURAL BUILDER (BY) ONLY.</p> <p>ANY OTHER USE OF THESE PLANS IS STRICTLY PROHIBITED AND WILL BE PROSECUTED. PLEASE NOTIFY FREEDOM DESIGN OF ANY REUSE OF THESE PLANS OR DRAWINGS AS THEY ARE THE PROPERTY OF FREEDOM DESIGN BY COPYRIGHT.</p>
<p>DATE: 10/12/12</p> <p>SCALE: 1/4" = 1'-0"</p> <p>PROJECT: STABLE BARN</p> <p>CLIENT: [REDACTED]</p> <p>ARCHITECT: FREEDOM DESIGN</p>	<p>14</p>	<p>14</p>



PC meeting 8.25.22  
Att: 6

To: Huntsville Town Planning Commission

From: Lawrence W.D. Taylor  
6813 East 100 South, Huntsville, UTAH 84317

Re: Preservation of Existing Brick Garage and Related Additions

This letter and related attachments have been prepared to pose a conceptual question to the commission regarding a proposal to modestly increase a pre-existing non-complying condition, as part of the preservation and renovation of an historic building, prior to undertaking full engineering and architectural planning in preparation for a full formal presentation to this Commission.

**Background:** Approximately 6 years ago my wife and I purchased the home at 6813 East 100 South in Huntsville, which was the former residence of Harold and Opal Probasco. Built primarily of brick in approximately 1904, the home had been owned by the Probascos for approximately 60 years. Since our purchase, we have restored and renovated the home with a desire to maintain the home's historic design and context, as well as to strengthen and preserve the existing structure.

**Proposal:** We would now like to focus on the preservation and renovation of the existing brick garage/workshop and related additions.

Built in approximately 1900, we believe that the central brick core of the existing building is among the older buildings in town. The building is flanked by two more modern additions which, combined, serve as a garage, workshop space and bathroom on the north and east sides of the building. These additions were permitted and built in 1979. There is also an unheated covered storage area on the south side of the building. In speaking with a resident who grew up in the home, we believe that the core brick building served as the residence for the (then) owner while the larger current home was being built. The septic system for the building was upgraded and permitted in conjunction with our recent home renovations and the relocation of the overall septic system for the property. Although fully permitted in 1979, portions of the existing additions on garage/workshop do not comply with current setbacks, according to our most recent survey, as the north wall is too close to the property line.

In the following pages, we have attached the building permits from 1979. Attached to the email that contains this letter are recent photos of both the home and the garage/shop building, a copy of the recent survey and conceptual drawings of the garage/workshop as we envision it.

Our objectives are to preserve, repair and maintain the garage/workshop structure, featuring the brick building as the central core to an historical monitor-style barn/outbuilding. This



would include preserving the existing brick structure by reinforcing the foundation and the walls as necessary, repairing the brick where it has weathered and worn away in various spots and replacing the existing roof. In addition, while maintaining the existing historical character, it is our intent to strengthen and modernize the existing additions by replacing them with new construction as well as to modestly increase the building's footprint on 2 sides.

The first change in the building footprint is to extend, enclose and heat the covered storage area on the south side of the building towards the south in order to match the size and shape of the addition on the north side, increasing its width from approximately 7.1 feet to 15.2 feet. (Note that the conceptual drawings show a few extra inches in the width of the side additions which will be corrected in the final drawings.) We believe that this addition falls well within the current required setbacks and other requirements. We believe that this change is permitted under the code under 15.17.3 - B, indicating enlargements must comply with all the regulations in the zone. We anticipate that the existing log cabin structure (which is not shown the survey but appears in the photos) will be relocated.

The second change in the building footprint would be to extend the eastern wall of the building further east by at least approximately 3 feet. The extension would not be closer to the northern property line than the existing structure. The extension would increase the symmetry of the building's footprint while providing slightly more usable interior space, importantly including an ability to park two vehicles end to end. Given current front setbacks of 30 feet, a portion of this extension would not conform to current setbacks. As an integral part of this project to repair, maintain and preserve this historical structure we believe this modest extension should be allowed under several sections of the code. Because the historic preservation use is available under the code in the use table, we believe this intentionally allows the Commission discretion with respect to preservation projects including appropriate additions. We also believe that any perceived impacts are mitigated by the presence of the existing more modern structures and the modest nature of the extension as well as other limits the Commission may impose.

15.15.4 It is the policy of Huntsville Town to promote any sites and structures determined to have historical or archeological significance....

#### Table 15-1 Acceptable Uses By Zone

Historic structures, preservation of, including related accessory uses allowed as a conditional use

We appreciate your consideration and look forward to discussing details in person at the upcoming meeting and submitting a full, detailed application for your final decision in the near future.

NO. 152A COUNTY WEBER CODE NO. 152A

NAME LEAD-6003 ADDRESS 6813 E 104 St CITY HANDSVILLE STATE UTAH

DIAGRAMED BY 1002 COMPUTED BY 1002 REVIEWED BY \_\_\_\_\_ AUDIT BY \_\_\_\_\_

Floor	Wall	Roof	Size	Area	Factor	Cost	Year Built	Effective Age	Depreciation Schedule (Light/Heavy)	Column	Depreciation Factor	Depreciated Value
			X X									
			14 16	224	500	1120	1928		1-4		180	202
			54	2538	10.22	26440	1900		1-4		1180	4687
			56	540	500	2700	1979		1-3		695	1876
			12 14	168	500	840	1978		1-4		1695	584
7349												



# BUILDING PERMIT APPLICATION

DO NOT PERMIT WHEN STAMPED

6-13-79  
 Proposed Use of Structure  
**GARAGE**  
 Bldg. Address  
**16813 E 14th ST HUNTSVILLE UT**  
 Address Certificate No. Assessors Parcel No.

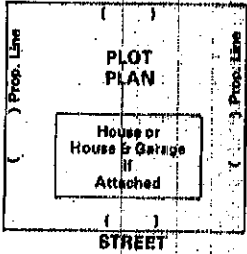
Lot # Block Subd. Name & Number  
 Property Location  If metes and bounds see instructions  
 Total Property Area - In Acres or Sq. Ft. Total Bldg. Site Area Used  
**(2) TWO ACRES**  
 Owner of Property Phone  
**MAURO E. PROZAKO 7453346**  
 Address City  
**16813 E 14th ST. HUNTSVILLE UT**  
 Business Name Address Business Lic. No.

Architect or Engineer  
**36 X 12 + 10** Phone  
**36 X 15**  
 General Contractor  
**SELF** Phone  
 Business Address State Lic. No. City/Co. Lic. No.

Electrical Contractor  
 Address City/Co. Lic. No.  
 Plumbing Contractor  
**Att to Bud** Phone  
 Business Address City/Co. Lic. No.  
 Mechanical Contractor  
 Address City/Co. Lic. No.

Previous Use of Land or Structure  
 Dwelling Units Now on Lot  
**(ONE)**  
 Accessory Bldgs. Now on Lot  
**(THREE)**  
 Type of Improvement/Kind of Const.  
 Sign  Build  Remodel  Addition  
 Repair  Move  Convert Use  Demolish  
 No. of off-street parking spaces: Covered \_\_\_\_\_ Uncovered \_\_\_\_\_

Sub-check Zone Zone Approved By  
 Approved Date Sub-Ck. By  
 setbacks in Feet  
 Front Side Side Rear  
 Indicate Street if Corner Lot  
 Indicate North  
**STREET**



Receipt No. Date Issued Permit Number

## BUILDING FEE SCHEDULE

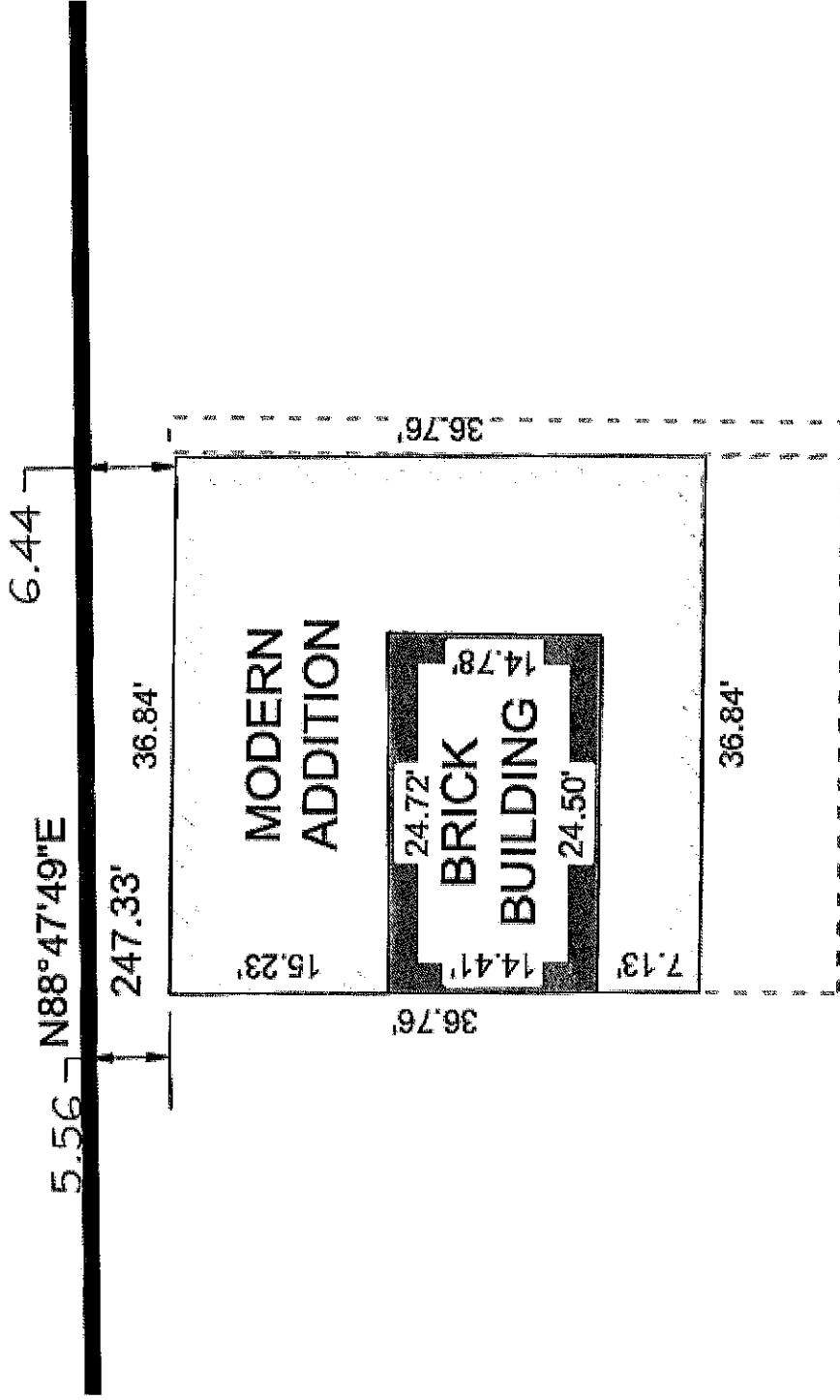
Square Ft. of Building <input type="checkbox"/> Rough Basement <input type="checkbox"/> Finish Basement	Valuation 740	Building Fees
Carport sq. ft.		Plan Check Fees
Garage sq. ft.		Electrical Fees
Other		Plumbing Fees
Type of Bldg.		Mechanical Fees
No. of Dwellings	No. of Bldgs.	Water
	No. of Stories	Sewer
Occ. Group		Storm Sewer
Type of Construction <input type="checkbox"/> Frame <input type="checkbox"/> Brick Ver. <input type="checkbox"/> Brick <input type="checkbox"/> Block <input type="checkbox"/> Concrete <input type="checkbox"/> Steel		Moving or Demo.
Max. Occ. Load		Temporary Conn.
Fire Zone		Reinspection
Fire Sprinklers Req. <input type="checkbox"/> Yes <input type="checkbox"/> No		Other
Building Inspector Signature		Other
Comments		
Plan Chk. OK by		
Special Approvals	Required	Received
Board of Adjustment		Not Req.
Health Dept.		
Fire Dept.		
Soil Report		
Water or Well Permit		
Traffic Engineer		
Flood Control		
Sewer or Septic Tank		
City Engineer (off site)		
Gas		
Comments:		

Land Use Cert.  
 Electrical Dept.  
 HiBack C.G. & S.  
 Other  
 Bond Required  Yes  No Amount \_\_\_\_\_  
 Signature of Approval  
 This permit becomes null and void if work or construction authorized is not commenced within 120 days or if construction or work is suspended or discontinued for a period of 120 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury.

Signature of Contractor or Authorized Agent  
**Mauro E. Prozako** Date  
**6-13-79**  
 Signature of Owner (if owner)  
 Date  
 Census Tract Traffic Zone Coordinate Ident. No.

New S.L.U. Code No. Old S.L.U. Code No.  
 Certificate of Occupancy

(NOTE: 24 hours notice is required for all inspections.)



LOT 5  
 LAWRENCE TAYLOR  
 PARCEL NO.240170039  
 CONTAINING: 0.75 ACRES



DATE	DESCRIPTION
1/23	

SCALE	DATE	DESCRIPTION
1" = 20'	1/23	

RECORD OF SURVEY FOR LAWRENCE TAYLOR  
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 13,  
 TOWNSHIP 6 NORTH, RANGE 1 EAST, S. 1 B. AND M.

**GARDNER ENGINEERING**  
 CIVIL, LAND PLANNING  
 MUNICIPAL, LAND SURVEYING  
 5150 SOUTH HUNTSVILLE AVENUE  
 OFFICE 801.476.0202 FAX: 801.476.0066

1  
 S1  
 KURT H. WHITNEY, PLS. NO. 822728

**LOT 4**  
**BOUNDARY DESCRIPTION**  
 ALL OF LOT 4, BLOCK 24, PLAT "A" HUNTSVILLE SURVEY, BEING LOTS 4 AND 5, BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, S. 1 B. AND M. AND EASTERN RIGHT-OF-WAY LINE OF 600 EAST STREET BEING LOCATED SOUTH 75°07'50" WEST 194.94 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING THE POINT OF BEGINNING, THENCE SOUTH 75°07'50" WEST 194.94 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE SOUTH 84°24'47" WEST 247.24 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 17°21'17" WEST 131.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

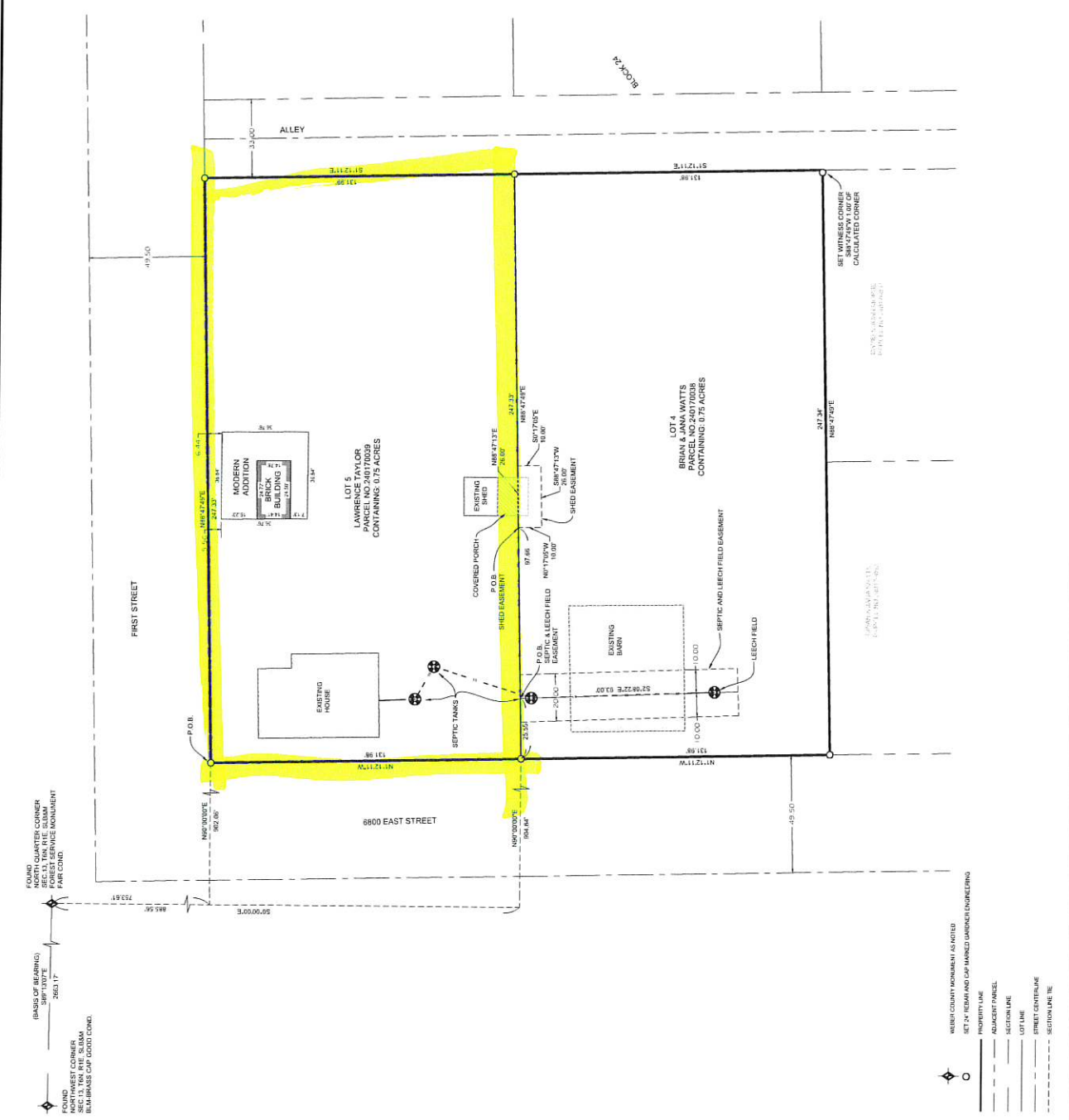
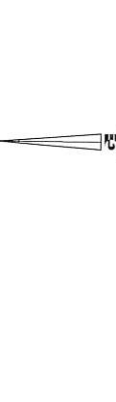
**LOT 5**  
**BOUNDARY DESCRIPTION**  
 ALL OF LOT 5, BEING 0.75 ACRES, BEING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, S. 1 B. AND M. AND EASTERN RIGHT-OF-WAY LINE OF 600 EAST STREET BEING LOCATED SOUTH 75°07'50" WEST 194.94 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING THE POINT OF BEGINNING, THENCE SOUTH 17°21'17" WEST 131.98 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE SOUTH 84°24'47" WEST 247.24 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 17°21'17" WEST 131.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

**SEPTIC AND LEECH FIELD EASEMENT**  
 A 10'00' WIDE SEPTIC AND LEECH FIELD EASEMENT LOCATED IN LOT 4, BLOCK 24, PLAT "A" HUNTSVILLE SURVEY, BEING LOTS 4 AND 5, BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, S. 1 B. AND M. AND EASTERN RIGHT-OF-WAY LINE OF 600 EAST STREET BEING LOCATED SOUTH 75°07'50" WEST 194.94 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING THE POINT OF BEGINNING, THENCE SOUTH 17°21'17" WEST 131.98 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE SOUTH 84°24'47" WEST 247.24 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 17°21'17" WEST 131.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

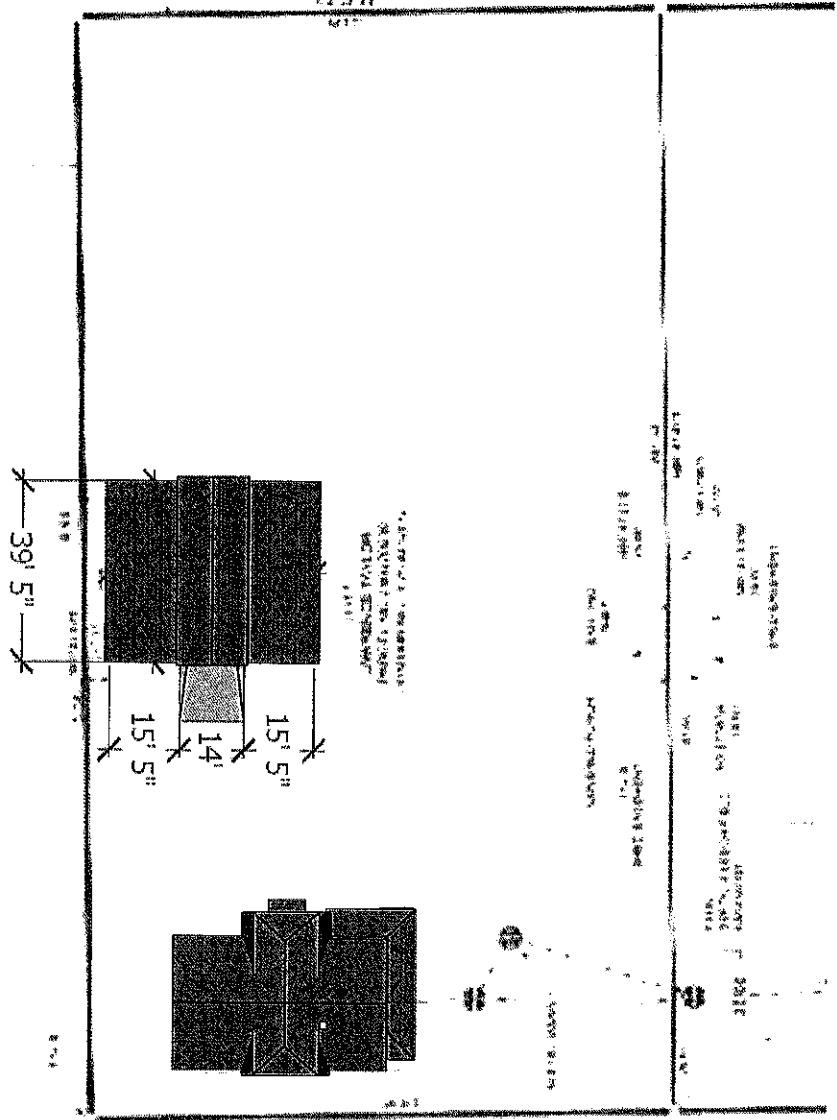
**SHED ENCROACHMENT EASEMENT**  
 A 10'00' WIDE SHED ENCROACHMENT EASEMENT LOCATED IN LOT 4, BLOCK 24, PLAT "A" HUNTSVILLE SURVEY, BEING LOTS 4 AND 5, BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, S. 1 B. AND M. AND EASTERN RIGHT-OF-WAY LINE OF 600 EAST STREET BEING LOCATED SOUTH 75°07'50" WEST 194.94 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING THE POINT OF BEGINNING, THENCE SOUTH 17°21'17" WEST 131.98 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE SOUTH 84°24'47" WEST 247.24 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 17°21'17" WEST 131.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

**NARRATIVE:**  
 THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE BOUNDARY OF THE LOTS AS SHOWN AND TO ESTABLISH THE BOUNDARY OF THE SEPTIC AND LEECH FIELD EASEMENT AND SHED ENCROACHMENT EASEMENT. THE SURVEY WAS CONDUCTED BY THE ENGINEER USING THE FOLLOWING MONUMENTATION AS SHOWN ON THIS RECORD OF SURVEY: A 10'00' WIDE SEPTIC AND LEECH FIELD EASEMENT LOCATED IN LOT 4, BLOCK 24, PLAT "A" HUNTSVILLE SURVEY, BEING LOTS 4 AND 5, BEING THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 1 EAST, S. 1 B. AND M. AND EASTERN RIGHT-OF-WAY LINE OF 600 EAST STREET BEING LOCATED SOUTH 75°07'50" WEST 194.94 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 13, BEING THE POINT OF BEGINNING, THENCE SOUTH 17°21'17" WEST 131.98 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE SOUTH 84°24'47" WEST 247.24 FEET TO THE EASTERN RIGHT-OF-WAY LINE OF SAID STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 17°21'17" WEST 131.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.75 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE**  
 I, KURT H. WHITNEY, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 822728 IN ACCORDANCE WITH UTAH LAWS 83-2-2, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, FURTHER CERTIFY THAT I AM THE ENGINEER OF RECORD FOR THIS SURVEY AND THAT I HAVE PERSONALLY CONDUCTED THIS SURVEY AND THAT I HAVE PERSONALLY REVIEWED THIS RECORD OF SURVEY AND THAT I HAVE PERSONALLY REVIEWED THE INFORMATION SHOWN HEREON AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE INFORMATION SHOWN HEREON IS SUFFICIENT TO ACCURATELY SHOW THE BOUNDARY OF THE LOTS AS SHOWN AND THE BOUNDARY OF THE SEPTIC AND LEECH FIELD EASEMENT AND SHED ENCROACHMENT EASEMENT.



WEST COAST COUNTY RECORDS, AS NOTED  
 SET 24' REAR AND CAP MARKED GARDNER ENGINEERING  
 PROPERTY LINE  
 ADJACENT PARCEL  
 SECTION LINE  
 LOT LINE  
 STREET CENTERLINE  
 SECTION LINE, E.



SECTIONAL ELEVATION  
 OF THE BUILDING  
 AS SHOWN IN THE  
 ARCHITECTURAL  
 PLAN

SECTIONAL ELEVATION  
 OF THE BUILDING  
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 ARCHITECTURAL  
 PLAN

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SECTIONAL ELEVATION  
 OF THE BUILDING  
 AS SHOWN IN THE  
 ARCHITECTURAL  
 PLAN

The south wing (right side) is a copy of the North (left side) existing wing. This gives us a symmetrical Monitor barn profile of a center structure with forbays.

