

## HARRISVILLE CITY

363 West Independence • Harrisville, Utah 84404 • (801) 782-4100

PLANNING COMMISSION Chad Holbrook Brenda Nelson Nathan Averill Bill Smith Kevin Shakespeare

### Harrisville City Planning Commission

Harrisville City Offices Wednesday, May 12, 2021 – 7:00 p.m.

**AGENDA** 

Join Zoom Meeting

https://us02web.zoom.us/j/88233703345?pwd=L3Z4RmtoY1dqUURrQ0EvRkIIblhCQT09

Meeting ID: 882 3370 3345 Passcode: 825258

- 1. CALL TO ORDER.
- 2. CONSENT APPROVAL of Planning Commission minutes from April 14, 2021.
- **3. DISCUSSION/ACTION/RECOMMEND** to recommend Final approval of Warren Hollow Subdivision located at approximately 217 East Larsen Lane.
- 4. COMMISSION/STAFF FOLLOW-UP.
- 5. ADJOURN.

#### Certificate of Posting and Notice

I, Jennie Knight, certify that I am the City Recorder of Harrisville City, Utah, and that the foregoing Planning Commission agenda was posted and can be found at City Hall, on the City's website <a href="www.cityofharrisville.com">www.cityofharrisville.com</a>, and at the Utah Public Meeting Notice Website at <a href="http://pmn.utah.gov">http://pmn.utah.gov</a>. Notice of this meeting has also been duly provided as required by law. In accordance with the Americans with Disabilities Act (ADA), the Harrisville City will make reasonable accommodations for participation in the meeting. Please make a request for accommodation with the City Recorder at 801-782-4100, x1000, at least three (3) business days prior to any meeting.

Harrisville City Planning Commission 363 W. Independence Boulevard 7:00 p.m., April 14, 2021 Conducting: Chair Chad Holbrook

Commissioners: Chad Holbrook, Chair Staff: Bill Morris (City Administrator)

Brenda Nelson Glen Gammell (Public Works)
Bill Smith Jennie Knight (City Administrator)
Nathan Averill Ronda Kippen (Planning Consultant)

Kevin Shakespeare

Visitors: Holly Anderton, Marlow Larson, Brent Anderton, Laurence Moyes, Darren Dalley, Joan Brown, Jake Thompson, Rod Thompson, Glenn Williams, Blake Davis, Angie Francom, Scott Smoot, Jordan Stephens, Anna Buckley, Stacy?

#### 1. Call to Order.

Chair Holbrook called the meeting to order.

2. Consent Approval – of Planning Commission minutes from March 10, 2021.

MOTION: Commissioner Averill motioned to approve the minutes of March 10, 2021 as presented. Commissioner Smith seconded the motion. Voting was unanimous.

3. PUBLIC HEARING – The Planning Commission will take public comment on proposed rezone application received from CP-2 (Commercial) and R-1-10 (Residential) to Mixed-Use Commercial Subzone (MU-C) located at approximately 1956 N. Hwy 89.

Bill Morris explained the application received and zoning request for this ordinance. This includes a proposed commercial area on 750 West with connection to 2150 North. Some of the proposed development includes a combination of live and work in the same space where a professional service is maintained on the lower level with living quarters upstairs. Other proposed units on the side and rear for residential and a commercial element on the south side of 2000 North. After the public hearing we can look to address the questions raised tonight. The public comments are on this proposal alone. He reminded Planning Commission we will take notes on the comments received but will not be responding this evening.

Chair Holbrook opened the public hearing to take public comments.

Glen Williams explained he owns 28 acres on 750 West. He is concerned with the proposed south section and the existing two water easements. It currently takes three days for him to water. This area of ground is very small and they need to make sure the flow is adequate. When the city does something, the do not work things out with the stock holders and they end up having to deal with it. He is opposed until there is adequate engineering to deal with the water issues.

Darren Dalley explained right behind the proposed commercial building there is a prescriptive easement. He is on the board for North Ogden Irrigation. He would like this engineered correctly so they will not adversely affect the water users. He is opposed until there is further information.

He also submitted letters from Brenda Tuinei and Marvin Farrell into the record. Jordan Stephens said he moved here recently. He is a teacher and is concerned with this proposal bringing in transient people who live in townhouse. He has two friends working at Majestic Elementary, when they built townhomes near, and they become aged, they see kids coming in and out which is taxing on teachers and other students. If you look at Majestic, test scores have declined. As a community, we need to consider what the teachers are dealing with as well as the students.

T. Chambers has concerns with traffic congestions on 2150 North and Highway 89.

Jeri Knighton said with the number of living/working units, we have vacant business options already. She said we know we need to support the tax base but 24 units seems like a lot of business units and asked what types of businesses will be there. Additional vacant businesses do not add to the value of the property. Some areas are having squatters break in and cause problems.

Chair Holbrook declared the public hearing closed.

4. PUBLIC HEARING – The Planning Commission will take public comment on proposed rezone application received from RE-15 Residential to Mixed-Use Commercial Subzone (MU-C) located at approximately 1371 N. Washington Blvd.

Bill Morris explained the application received and zoning request for this ordinance. He reviewed the proposal. The developer originally brought in another place that showed additional accesses but UDOT governs the access onto Washington Blvd and they have reduced this. This proposal includes 11 acres being put into open space with a commercial pad and townhomes on the south area. The north portion will not connect into 1400 North since they do not own that property. We do not know the specifics on the commercial area but this is more than what was originally proposed. There are residents in the neighborhood requesting single family dwellings along the exterior to buffer the residential area. Something including patio homes might be more acceptable for a transition. Fire code requires two access points but UDOT controls the access to Washington. Another option might be to gate access to the existing development. The proposed roads in the residential area will be maintained by the HOA

Chair Holbrook opened the public hearing to take public comments.

Lynette Kelley said she has a question where the orange building is and whether that is being purchased. She is unaware of that being purchased. The buffer zone, and the family that lives on that corner will be affected the most. She suggested a bigger buffer. On the Mixed-Use Sub zoning, there are more than five units connected and that needs to be addressed. As far as the large rectangles, are those fields? Another question is how many of these will be rentals. If they are having a buffer, they need to make sure this does not turn into a rental area, but keep them owner occupied.

Brent Anderton asked about access on 1400 North or coming into the neighborhood. If three is a south area access, is that coming into the development. Has consideration been given to the fact we live in a desert, has water been addressed? Are the utilities being considered as well as

Pineview for big developments.

Jeri Knighton suggested another option for an entrance to be brough back to the commercial area. Maybe pathways to the park with trails and keeping the road traffic separate. A transition to patio homes or single-family dwellings would be nice. Having too many close dwellings is hard and North Ogden said that is where their police force spends most of their time. She asked for consideration to what that brings to the environment of the area. They can walk around the park at the Main Park. The ball fields are overgrown and there is a small playground to maintain. She would like to make sure the HOA has appropriate working to maintain the quality of the property and polices the area to cover for protection. She would like to avoid traffic to the current development.

Gary Kelley expressed concern about the access road into Plush Nest. 500 drivers would impact the neighbors through to Washington. He likes the open space and he understands they are here to meet on this. Will they be altering this plan? The city has a foot height limit of 30 feet. With three story buildings, these will be 50 feet. He looked on the wetlands inventory, there are several classifications of the wetlands. He would like to make sure the developer gets the proper permits through the Army Corp of Engineers.

Sara Havey expressed concern with the outlet onto Washington and 1400 North. Currently the connection at 1100 North is difficult and this would cause more problems with more accidents and with teenage drivers in this neighborhood. The south west connection with the two access requirements, she would appreciate a gated access. There are 33 small children on one road and another 20 children on a separate road. She likes having access to the commercial on the north and not having that come into the neighborhood at all. They like that their neighborhood is secluded. She realizes these things are needed, and she understands the need, but with minimal impact to existing neighbors. Patio homes and single-family homes on the boarder. She understands the city's interest of the citizens and with several proposals coming in, this was the one that was a compromise. She recognizes with the state requirements put into law; these have to considered to make it the best we can. Come up with a solution that everyone can meet one. She feels the city is really listening.

Mike Braley said the lake on the proposal is unlikely because the stream does not provide that much. He enjoys seeing the mountain, but now he would look on two- or three-story homes. These will be bought and sold and low-income people will move in; crime will increase. With 1100 North going through, tickets have increased. Families walk around, but now there will be more traffic. He opposes this.

Jordan Stephens said he is unaware of the 250 units. He asked if the school could accommodate this. There are currently two bond proposals with Pioneer Elementary being in the big pond pool. Any decision here would be inappropriate unless the bond passes. Pioneer would not be included unless the larger bond passes. They are going to force a small school to absorb a lot of students. Even if the larger bond passes, it is too far out to help. He asked what the benefits are besides affordable housing. Why would the city want to invest in something like this? What would benefit be to the community, because it seems there is very little besides taxes.

Marlow Larson said he has lived here for three years. He came here because it was pleasant and now there are high rises. He will not be able to see the mountains. Someone is money hungry to affect this sanctuary. Now he will not be able to see past that. He cannot believe someone would do that to their community. If they cannot come in from Washington, they should not be allowed. He is disappointed the city would consider this project. There is no access. What would happen if there was a fire? This does not make sense.

Doug Frecker said he lives at the end of 1400 North and he is against this. He would like to see homes in there. They are building these wherever they can fit them. He votes no on density. The golf course will be doing a bunch of these homes, that will put enough stress on things. We have that development going on already.

Joan Brown lives on 1100 North and she thinks this is too many and too high. She moved here because of the mountain views and so did everyone else. To put townhouses and expect everyone to like them. She is concerned they would then develop the wetlands.

Holly Anderton said she agrees with what they are saying. She moved here for the view. The minute she hears something going in she feels like she is living in a ticking time bomb. The minute this goes in, they will be selling. They do not want to subject their kids to this. They love Harrisville and asked Planning Commission to consider all of this.

Angie Francom said she lives on the north end of the city. It has been mentioned by a lot of people in the community would like to see single family homes. High density housing with under quarter acre. With townhomes but a transition to small single-family homes would serve a variety of people with some green space. Accommodating multifamily does not always mean affordable. This is not affordable housing. She would rather see some of the same community and transition down the density.

Eric Bechard said he is concerned with a connection road from the townhomes.

Chris Schofield said he understands the addition of these properties but would like less density. He proposed switching the open space to run along the west side; leaving an open space corridor down to the south side. The property units would be behind the commercial space with access onto Washington.

Jeff Kunz said he build a house and moved up in February. He moved here for the views and the great neighborhood. He sees the need for more affordable housing; he has family being affected by this. He looks at where they are and the water pressure they do not have. This is not going to give this an increase. Traffic is a concern, with opening up neighborhoods. There has been conversation on more single-family homes. He would like to see his view maintained. He moved because of this. He appreciates what the city has to do, but asked for a reduction in density.

Shannon Ford said she chose to move to Harrisville 18 years ago because of the small town feel. By building townhouses, they will take that away. This would turn into Salt Lake, Ogden, or Riverdale. The green space will be in her backyard. She spends a lot of time in her backyard. They do not want a walkway looking into their backyard seeing what they are doing. They spend

a lot of time over at the park; she does not think we need another park. They spend time watching the wildlife and they do not want that to go away. She is opposed to this proposal.

Chair Holbrook declared the public hearing closed.

Bill Morris said as staff, we appreciate the volunteer work of the planning commissioners. He appreciates what they do and often they are the victim of circumstances. With unfunded mandates that the city must deal with.

Chair Holbrook said we will do what they can to bring into the city the appropriate balance with open space and housing. He has lived here for 26 years, he used to see pheasants regularly; he also knows there are more and more people coming north. As a city we can get ahead of the wave, or spend our time trying to catch up.

## 5. DISCUSSION/ACTION/RECOMMEND – to grant Conditional Use Permit for Davis Signs Utah located at 746 N. Harrisville Road for sign manufacturing and installation.

Bill Morris explained application was received from Davis regarding opening a business for sign manufacturing and installation at this location. Harrisville Code required this to be regulated by conditional use permit. Bill reviewed the code regulations. The products cannot be toxic fumes or anything that would cause a detrimental impact.

Blake Davis said they signed a lease with the property owner. This property has previously been used for auto repair. They have cleaned up the property significantly. They are a small simple business which will not have any negative impact on the surrounding community.

Bill Morris said Planning Commissioners are looking to mitigate any adverse impacts. Staff does not anticipate having any adverse impacts but this is bordered by R-1-10 zone which may be bothered by late night noises. Limiting hours of operation and requiring a vent system to filter any fumes should mitigate any unforeseen issues. Blake Davis explained they operate under normal business hours but might start at 7am. They do not have a large staff. Bill Morris asked how late they work. Black Davis replied they end the work day at 6pm. Bill Morris said these are reasonable but said this conditional use will hold them to that. Blake Davis asked to extend the hours to 6am to 6pm. They sometimes have installation trucks that leave early for job sites. They are an electric sign company. They will bring in skilled trade employment to the area. Chair Holbrook asked what the scope of the business entails. Blake Davis explained they are a small family-owned electronic sign business who does banners, building and illuminated signs and decals. They also service broken signs and electronic message centers.

When they checked with North View Fire for compliance, they were interested in them doing some services. The property where this is location used to have some compliance issues. They are hoping to resolve those with their business.

Bill Morris recommended the conditions would be hours of operation and that they abide by the noise, vibration, toxic fumes, and performance standards. Blake Davis said everything they do is inside the building. They are not modifying the building or the parking lot. They are only repainting the interior because of the deteriorating condition. Chair Holbrook asked for any commissioner comments. Commissioner Smith asked if there are any neon lights. Blake Davis said they do not have the ability to service or make neon lights. That is outside the scope of their business.

MOTION: Commissioner Averill motioned to grant the Conditional Use Permit for Davis Signs Utah located at 746 N. Harrisville Road for sign manufacturing and installation with the following conditions: subject to Harrisville Municipal Code §11.20.190 and the hours of operation be set to 6am -6pm. Commissioner Shakespeare seconded the motion. Voting was unanimous.

Bill Morris explained the 10-day appeal period and then Blake Davis can receive the conditional use permit.

## 6. DISCUSSION/ACTION/RECOMMEND – to recommend adoption of Harrisville Ordinance 515; Zoning Map Amendment Ben Lomond View.

Ronda Kippen said she brings forward a positive recommendation for the approval of the Ordinance 515 subject to a corrected landscape plan, developer continues with work committees for commercial area, landscape and fencing design between Highway 89 and Ben Lomond View for a buffer area and a landscaped buffer along the main road. Rezone complies to the 2019 general plan, complies to the city standards, building uses, etc., the master planned development conforms to the MU-LP ordinance, will not be detrimental to or deteriorate the general area or negatively impact surrounding properties.

Further reviews will need to take place at the subdivision level. This plan has been modified from the original 722 units to 664 units across 130.8 acres. The two-story commercial foot print will surround an Amphitheatre in the center which will preserve the open space. The addition of Millennium Park has increased the original open space. Developer will put in flood improvements, parking, and a playground with the park remaining as a public park with six additional parks throughout the rest of the development. The developer has gone through fifteen work committee meetings with staff members and the legislative committee from July to date for negotiations; has redesigned the concept plan to conform to the public feedback received and held two Planning Commission work sessions where they responded to the comments made. This is what the decision tonight is based on. Considerations for the Planning Commission tonight are: does this comply with the 2019 General Plan, with the MU-LP code. Considerations for the rezone include: architectural designs on the site, commercial designs, parking dimensions, setbacks, and open space requirements, etc. The applicant and designer are both available for questions or comments.

Bill Morris said the city appreciates the work from Ronda Kippen over the past year. Most of these documents have been reviewed. The packet for rezone has to be reviewed as an entire packet to meet the criteria of the code and be approved together. It takes a developer a long time to get to this point and also why this is 108 pages. A lot of the legal jargon has been reviewed and the plans have evolved on what is the biggest project for the city. There is also a massive flood plain which takes time to go through the process. Chair Holbrook asked for commissioner comments.

Commissioner Averill said he has no questions and is good to move forward with a positive recommendation. Commissioner Shakespeare said he has no questions as well. Chair Holbrook asked if commissioners had questions from those serving on the work committees. No additional comments were made.

MOTION: Commissioner Shakespeare motioned to forward a positive recommendation to the City Council for the approval of Harrisville Ordinance 515; Zoning Map Amendment Ben Lomond View for approximately 130.80 acres being rezoned by an MDA from 0-1 Zone and A-1 Zone to MU-LP Ben Lomond Zone subject to the following conditions: a corrected Landscape Plan that shows improvements for Park "G" and Millennium Park, the developer will continue to work with the work committee and Planning Commission to receive input for the design of the commercial village which includes the condominiums, landscape and fencing design for the area between Hwy 89 and the Ben Lomond View buffer area as well as the landscaped buffer area along the main road will be submitted for review and approval. This recommendation is based on the following findings: the proposed rezone conforms to the Harrisville General Plan, with the recommended conditions, the proposed MDA complies with the applicable City ordinances, the building uses, roads, street widths, locations, lot area, width, yard, height, and coverage regulations proposed are acceptable as shown on the conceptual site plan, the proposed master planned development is in conformance and meets the purpose ad intent of the MU-LP ordinance, the proposed rezone will not be detrimental to the public health, safety, or welfare, and the proposed rezone will not deteriorate the environment of the general area so as to negatively impact surrounding properties and uses. Commissioner Averill seconded the motion. Voting was unanimous.

#### 7. Commission/Staff Follow-Up.

Bill Morris said staff will keep Planning Commission informed on the other proposed developments. We may form work committee to address the other projects.

#### 8. Adjourn.

Chair Holbrook declared the meeting adjourned at 8:29pm.

Jennie Knight City Recorder Chad Holbrook Chair

#### MEMORANDUM



#### ASSOCIATES CONSULTING ENGINEERS

TO: Harrisville City Planning Commission

FROM: Matthew L. Robertson, P.E.

City Engineer

RE: WARREN HOLLOW SUBDIVISION

**Final Plat Submittal** 

Date: May 6, 2021

Our office has completed a review of the final plat and improvement plans for the Warren Hollow Subdivision located at approximately 217 E Larsen Lane. We have gone through multiple plan reviews with the Developer and their Engineer to address items unique to this property. One change to the plat from the preliminary submittal to this final submittal is the inclusion of the parcel immediately east of this subdivision. This parcel with an existing home was included in the subdivision and split to create a new lot. We have reviewed this change and see no problems with it.

We have found the plans to be in conformance with applicable City standards and all previous comments and recommendations from our office have been addressed. We therefore recommend final approval of the plat and improvement drawings at this time. The following final approval processing items will need to be completed before construction begins:

- 1. Complete a Storm Water Pollution Prevention Plan (SWPPP), file a Notice of Intent (NOI) with the State, and obtain a Stormwater Activity Permit from the City before any construction begins.
- 2. The entire subdivision will need to be annexed into the newly created Four Mile Special Service District for secondary water service. Water shares will need to be turned over to the District and the schedule for the turnout will need to be determined and approved by Western Irrigation.
- 3. Prepare an engineer's estimate for the cost of the public improvements and send it over for review. This estimate needs to be approved before the pre-construction meeting and will be the basis for the developer's agreement and the associated construction guarantee.
- 4. The final set of plans will have a "City Engineer Acceptance" stamp and will be the only set of plans to be used during construction.
- 5. Prior to construction, the Developer and the Contractor must hold a pre-construction meeting with City staff to review construction requirements.

Please let me know if you have any questions.

#### HARRISVILLE CITY SUBDIVISION DEVELOPMENT AGREEMENT

The Parties to this Subdivision Development Agreement ("Agreement") are LYNC Construction, ("Developer") and HARRISVILLE CITY ("City"). The Effective Date of this Agreement will be the date that Final Subdivision Plat ("Plat") approved herein is recorded at the Office of the Weber County Recorder.

#### **RECITALS**

WHEREAS, Utah Code §10-9a-604.5 provides for this Agreement;

**WHEREAS,** the Developer seeks permission to subdivide property within Harrisville City, to be known as Warren Hollow ("Subdivision"), which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Property");

WHEREAS, the City seeks to protect the health, safety, and general welfare of the residents by requiring the completion of various improvements in the Subdivision and thereby to limit the harmful effects of substandard subdivisions, including premature subdivision which leaves property undeveloped and unproductive;

WHEREAS, the purpose of this Agreement is to protect the City from the cost of completing subdivision improvements itself and is not executed for the benefit of material, men, laborers, or others providing work, services or material to the Subdivision or for the benefit of third-parties, purchasers, or others affected by the Subdivision;

WHEREAS, the mutual promises, covenants, and obligations contained in this Agreement are authorized by state law and the City's Municipal Code;

**THEREFORE**, the Parties hereby agree as follows:

#### **DEVELOPER'S OBLIGATIONS**

- **1. Legal Description.** The Subdivision and Property is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.
- 2. Improvements. The Developer shall construct and install, at his own expense, those on-site and off-site subdivision improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference ("the Improvements"). The Developer's obligation to complete the improvements will arise immediately upon Plat approval by the City, will be independent of any obligations of the City contained herein and will not be conditioned on the commencement of construction in the development or sale of any lots or improvements within the development.
- 3. Security. To secure the performance of his obligations hereunder, the Developer will make a Cash Deposit ("Financial Guarantee") to be held in Escrow. The Financial Guarantee shall be established on or prior to the effective date in a form similar to Exhibit "C" attached hereto. The Financial Guarantee is to be in the amount specified in the Improvements completed prior to recording. The Financial Guarantee will be established at \_\_\_\_\_\_\_\_ to be known as ("Escrow Holder"). The Financial Guarantee shall be payable at sight to the City and will bear an expiration date not earlier than two (2)

years after the Effective Date of this Agreement. An Escrow Agreement substantially similar to Exhibit "C" attached hereto and incorporated herein by this reference shall be executed with the Escrow Holder and the Parties. The Financial Guarantee will be payable to the City at any time upon presentation of:

- a. A sight draft drawn on the issuing Escrow Holder in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; or
- b. A request executed by the City Attorney or City Recorder stating that the City is entitled to make a draw or Developer is in default under this Agreement;
- c. A request by the City under this Agreement or for Inspection/Subdivision Fees. Developer hereby authorizes the release of any and all outstanding Inspection/Subdivision Fees as specified in the Exhibit "B".
- **4. Standards.** The Developer will construct the Improvements according to the Public Works Standards and Technical Specifications, municipal code, applicable building or other codes adopted by City, all of which are incorporated herein by this reference.
- **5. 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 City accepts the improvement when completed by the Developer and as requested by the Developer for conditional acceptance and final acceptance as provided in state law.
- **6.** Completion Periods. The Developer shall commence work on the Improvements within one year from the Effective Date ("Commencement Period") and the Improvements, each and every one of them, will be completed within two (2) years from the Effective Date ("Completion Period").
- 7. Compliance. The Developer will comply with all approval requirements, relevant laws, code requirements, standards, specifications, and regulations in effect at the time of Plat approval when fulfilling his obligations under this Agreement. When necessary, to protect public health, the Developer will be subject to laws, ordinances and regulations that become effective after final plat approval. The Developer shall specifically comply as follows:
  - a. Conform to the approved Plat attached in Exhibit "D" incorporated herein by this reference.
    b. Dedicate to the City \_\_\_\_\_\_ shares of the Western Irrigation Company, and water rights
    c. Conform to the Final Approval granted by the Planning Commission and City Council as set forth in the minutes.
  - e. A Conservation Easement is hereby approved for all open space as shown on the Plat to run in perpetuity and as further set forth in this Agreement.

d. Covenants, Conditions & Restriction to be reviewed and approved by the City Attorney.

- **8. Dedication.** The Developer will dedicate to the City or other applicable agency as designated by the City the Improvements listed on Exhibit "B" attached hereto and incorporated herein by this reference pursuant to the procedure described below. The Developer shall dedicate to the City adequate secondary water in the form of bona fide water rights/shares equal to or exceeding 4.0 acre feet, per acre, for the gross area of the Subdivision.
- **9. Annexation.** The Developer hereby requests and consents to annexation into the Four-Mile Special Service District in order to obtain the required secondary water service and related service provided by the Four-Mile Special Service District. The Developer hereby consents to annexation into

any other special district providing service to the Subdivision. Each subsequent purchaser, prospective purchaser, transferee, assignee, heir, or any other type of owner (collectively the "Owners") of any or all lot or lots (collectively the "Lots") hereby consents and agrees not contest, protest, or otherwise object to annexation into the Four-Mile Special Service District, any future special assessment area, or any other special district serving the Subdivision. Owners in the Subdivision hereby and forever acknowledge and accept that such are subject to taxes, assessments, and monthly user fees as imposed by any special district, specifically including the Four-Mile Special Service District.

#### CITY'S OBLIGATIONS

- 10. Plat Approval. The City will grant Final Subdivision Plat ("Plat") approved for the Plat that is substantially similar to the Plat attached in Exhibit "D" and incorporated herein. Approval of the Plat and this Subdivision is subject to the applicable state laws and local ordinances in effect at the time of Plat approval.
- 11. Common Area and Open Space. Any Open Space or Common Area shall be dedicated to the City on the Plat may be held by the City in a Perpetual Conservation Easement at the sole discretion of the City. The City may also preserve the natural resources, aesthetics, and effectively manage wetlands, natural habitat, storm water, and secondary water of the benefit of the entire community and for the benefit of wildlife. Owners hereby acknowledge and accept that any Open Space dedicated to the City in the Subdivision as shown on the Plat may also be used for agriculture, future park area, recreation, trails, cemetery, or similar open space uses that protect the openness of the property. Owners hereby acknowledge and agree that no Owners shall use any of the Open Space for individual use, personal use, off-highway vehicle use, unauthorized camping, storage, parking, littering, dumping of any kind, or other unauthorized use or activity that may subsequently be imposed by the City at the risk of being cited for trespassing. Owners hereby acknowledge, agree, and consent that agriculture, farming operation, fire and burning, storm water, flood control, wildlife habitat, and other similar or related activities may occur on any and all Open Space at any time and at all hours of the day or night causing noise, odor, lights, or other conduct that may be disruptive, disturbing, or interfere with the use and enjoyment of Owners property and that Owners shall have no objection to nor complaint of such occurring. City, at its sole discretion, may expand and develop agriculture, gardening, recreation, restrooms, parking areas, public buildings and facilities, trails, parks, cemetery, wildlife habitat, vegetation, and similar uses. City may also at its sole discretion implement conservation measures, nature programs, storm water facilities and structures, flood control, secondary water facilities and structures, or similar activities at any time. City may assign a separate written Conservation Easement to a land trust or third-party entity to administer and/or maintain. The Owner of each Lot hereby acknowledges, agrees, and understands that under some circumstances the Subdivision may create an Home Owners Association (HOA) which may operate and maintain Open Space or Common Area subject to a separate agreement.

#### 12. Subdivision Facilities.

- a) Special District. The Subdivision is part of a Special Service District ("Special District") that provides, among other things, secondary irrigation water system for the Subdivision. Upon availability, the Special District will provide secondary irrigation to each Lot owner who shall pay a monthly utility fee. Lot owners in the Subdivision hereby acknowledge and accept that such are subject to taxes, assessments, connection fees, monthly user fees, utility fees, and other fees as may be imposed by the Special District, any other special district, or an affected entity where the Subdivision is located.
- b) Irrigation. Each Owner in the Subdivision also acknowledges and understands that the secondary water system and its water may contain debris, material, moss, bromides, or other aquatic life forms. Each Owner in the Subdivision acknowledges that and understands that water from the secondary water system

may contain iron and other elements, may stain surfaces and materials including brick and concrete, is not fit for human consumption, is not fit for animal consumption or use, is not fit for any use but irrigation, and irrigation water may periodically be treated with chemicals. Each Owner in the Subdivision hereby acknowledges and holds harmless any applicable irrigation company that provides secondary water, the Special District, and the City for any loss, damage, injury, clog, aquatic life, drowning, debris, staining, drought, power failure, water shortage, malfunction, inconvenience, or any other service interruption of any kind resulting from the operation of the secondary water system. Each Owner is required to install, operate, and maintain irrigation system including a secondary water filtration system on each Lot at Owners' expense. Owner is solely responsible to direct or adjust Owner's irrigation system so as not to spray or discharge secondary water on any material, structure, or other object where staining or damage as a result of the secondary water may occur. It is understood by each Owner that secondary water is a valuable resource and each Owner agrees not to waste secondary water or use it beyond the Lot for where secondary water is intended. Further, each Owner acknowledges and agrees to abide by any drought restrictions imposed by the state or local government, including any water rationing or related water conservation measures.

- c) Facilities. The Owner of any Lot acknowledges and understands that there is no public or resident access permitted to any storm water facility, irrigation facility, utility, service line, or any related facility of any kind, and that violators may be cited for trespassing or otherwise.
- 13. Inspection and Certification. The City will inspect the Improvements as they are being constructed and, if acceptable to the City Engineer, certify such improvement as being in compliance with the standards and specifications of the City. Such inspection and certification, if appropriate, will occur within a reasonable time of notice by the Developer that he desires to have the City inspect an improvement. Before obtaining certification of any such improvement, the Developer will present to the City valid lien waivers from all persons providing materials or performing work on the improvement for which certification is sought. Certification by the City Engineer does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of defects in or failure of any improvement that is detected or which occurs following such certification.
- 14. Notice of Defect. The City will provide timely notice to the Developer whenever inspection reveals that an Improvement does not conform to the standards and specifications shown on the approved subdivision improvement drawings on file in the Harrisville City Engineering and Surveyor's Office or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to cure or substantially cure the defect. The City may not declare a default under this Agreement during the thirty (30) day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect. The Developer will have no right to cure defects in or failure of any improvement found to exist or occurring after the City accepts dedication of the Improvement(s).
- 15. Acceptance of Dedication. The City or other applicable agency will accept the dedication of any validly certified Improvement within thirty (30) days of the Developer's offer to dedicate the Improvement. The City's or agency's acceptance of dedication is expressly conditioned on the presentation by the Developer of a policy of title insurance, where appropriate, for the benefit of the City showing that the Developer owns the Improvement in fee simple and that there are no liens, incumbrances, or other restrictions on the improvement unacceptable to the City in its reasonable judgment. Acceptance of the dedication of any improvement does not constitute a waiver by the City of the right to draw funds under the Financial Guarantee on account of any defect in or failure of the Improvement that is detected or which occurs after the acceptance of the dedication. The Improvements must be offered to the City in no more than one (1) dedication per month.

- 16. Reduction of Security: After the acceptance of any Improvement, the amount which the City is entitled to draw on the Financial Guarantee may be reduced by an amount equal to ninety (90) percent of the estimated cost of the Improvement as shown on Exhibit "B". At the request of the Developer, the City will execute a Certificate of Release verifying the acceptance of the Improvement and waiving its right to draw on the Financial Guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such a certificate. Upon the acceptance of all of the Improvements, the balance that may be drawn under the credit will be available to the City for 90 days after ration of the Warranty Period.
- 17. Use of Proceeds. The City will use funds drawn under the Financial Guarantee only for the purposes of completing the Improvements or correcting defects in or failures of the Improvements.

#### OTHER PROVISIONS

- 18. Events of Default. The City may not declare a default until written notice has been given to the Developer. The following conditions, occurrences, or actions will constitute a default by the Developer during the Construction Period:
  - a. Developer's failure to commence construction of the Improvements within one (1) year of executing this Agreement.
  - b. Developer's failure to complete construction of the Improvements within two (2) years of executing this Agreement.
  - c. Developer's failure to cure defective construction of any Improvement within applicable cure period.
  - d. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer.
  - e. Foreclosure of any lien against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure.
- 19. Measure of Damages. The measure of damages for breach of this Agreement will be the reasonable cost of completing the Improvements. For Improvements upon which construction has not begun, the estimated cost of the Improvements as shown on Exhibit "B" will be prima facie evidence of the minimum cost of completion. However, neither that amount or the amount of the Financial Guarantee establishes the maximum amount of the Developer's liability. The City will be entitled to complete all unfinished Improvements at the time of default regardless of the extent to which development has taken place in the Subdivision or whether Development ever commenced.
- **20. City's Rights Upon Default.** When any event of default occurs, the City may draw on the Financial Guarantee to the extent of the face amount of the credit less ninety (90) percent of the estimated cost (as shown on Exhibit "B") of all Improvements theretofore accepted by the City. The City will have the right to complete Improvements itself or contract with a third party for completion, and the Developer hereby grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such improvements. Alternatively, the City may assign the proceeds of the Financial Guarantee to a subsequent developer (or a lender) who has acquired the Subdivision by purchase, foreclosure, or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements. In addition, the City also may suspend final plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey lots or homes within the Subdivision without the express written approval of the City or until the Improvements are completed and by the City. These remedies are cumulative in nature except that during

the Warranty Period, the City's only remedy will be to draw funds under the Financial Guarantee. The City may file a Certificate of non-compliance on the Subdivision with applicable fines set forth in code, or pursue other remedies at law or equity.

- 21. **Indemnification and Improvements.** The Developer and Owners of any or all Lots in the Subdivision in the hereby expressly agree to forever indemnify and hold the City harmless from and against all claims, costs, and liability of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance of work at the development site and elsewhere pursuant to this Agreement. Such Owners further forever agree to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work or any Improvements pursuant to this Agreement or development, maintenance, and operation of the Subdivision. The Owners of any or all Lots in the Subdivision in the hereby expressly acknowledge and hold City and Developer harmless for the Secondary Water System (the "System") as provided in the Improvements which supplied by one or more third party irrigation companies or entities and is subject to drought, rationing, regulations, and strict conservation measures and agree to conform to such. Owners also acknowledge and hold City and Developer harmless for any third-party negligence, service interruption, power failure, water shortage, drowning, misuse, water staining or discoloration, or any other use or service limitation relating to the System, failure to provide timely service, or otherwise. Owners also acknowledge and hold City and Developer harmless for any chemical treatment or service to the secondary water system and are hereby given notice not to consume, drink, or use secondary water for any purpose other than outdoor irrigation, including not allowing any animals or pets to use or consume secondary water. Also, said System may contain bryozoan or bryozoan colonies, mollusks, crustaceans, moss, algae, debris, or foreign objects that require Owners to provide continuous maintenance and upkeep, winterization measures, and specialized operation or handling. System Owners also acknowledge and hold City and Developer harmless for the operation of the pressurized sewer system and agree to operate and maintain such sewer pumps, where installed the individual sewer pumps are installed, according to manufacturer specifications. Owners also acknowledge that the individual sewer pumps are the property and responsibility of the Owners of each Lot and not the City or Developer.
- **22. Employment.** The Developer is not an agent or employee of the City.
- 23. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both City and Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.
- **24. Amendment or Modification.** The parties to this Agreement may amend or modify this Agreement only by written instrument executed by the City and by the Developer, or authorized agent. Such amendment or modification will be properly notarized before it may be effective.
- 25. Attorney's Fees. Should either party be required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs in their entirety.

- **26. Vested Rights.** The City does not warrant by this Agreement that the Developer is or is not entitled to any other approval(s), permits, or licenses required by the City or has vested right to such, before the Developer is entitled to commence development of the Subdivision or to transfer ownership of property in the Subdivision.
- 27. Third Party Rights. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the City does not exercise its rights within sixty (60) days following knowledge of an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City to exercise its rights.
- **28. Scope.** This Agreement constitutes the entire agreement between the Parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.
- **29. Time.** For the purpose of computing the Commencement Period, Abandonment, and Completion Periods, and time periods for City action, such times in which civil disaster, acts of God, or extreme weather conditions occur or exist will not be included if such times prevent the Developer or City from performing his/its obligations under the Agreement.
- **30. Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
- 31. Benefits. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonable withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also bind the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will release the Developer's Financial Guarantee if it accepts new security from another developer or lender who obtains the Property. However, no act of the City will constitute a release of the original Developer from this liability under this Agreement.
- **32. Notice.** Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

a.	Developer: _					
b.	City: Harris	ville City, 36	3 West Inde	pendence Blvd.	Harrisville.	UT 84404

- **33. Recordation.** Either Developer or City may record a copy of this Agreement at any time in the Recorder's Office of Weber County, Utah.
- **34. Immunity.** Nothing contained in this Agreement constitutes a waiver of any of the City's immunity under any applicable state law or otherwise.

commenced by either party to this Agreement whether arising out of or relating to the Agreement or Financial Guarantee will be deemed proper only if such action is commenced in Second District Court of and for Weber County. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state of federal. FOR DEVELOPER: , Developer, Date Managing Member/Authorized Agent CORPORATE ACKNOWLEDGMENT State of Utah ) ss: County of Weber 2020, personally appeared before me Managing Member/Authorized Agent of the , duly sworn, and the signer of the within instrument, who duly acknowledged to me that he executed the same in his authorized capacity. Notary Public FOR HARRISVILLE CITY: Mayor Date **ATTEST:** City Recorder APPROVED AS TO FORM: City Attorney CITY ACKNOWLEDGMENT State of Utah ) ss: County of Weber

)

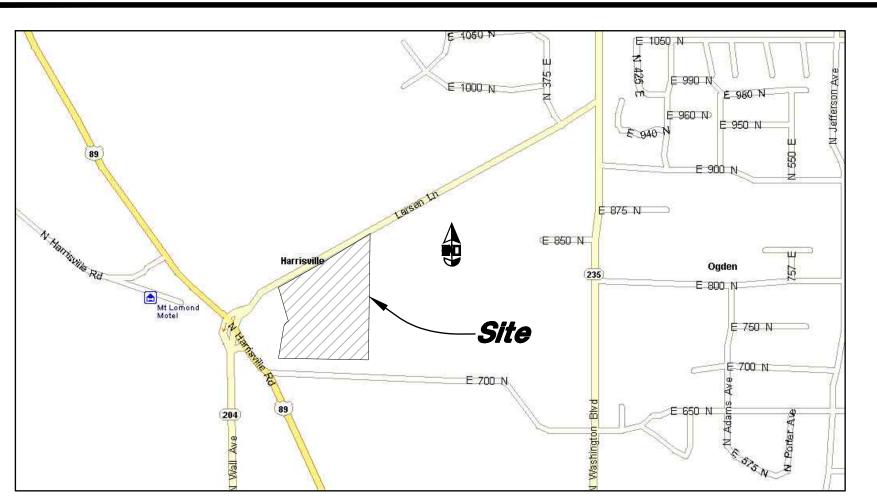
Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action

35.

On the d	ay of 20, personally appeared before me MICHELLE TAIT, Mayor,						
duly sworn, and the signer of the foregoing instrument, who duly acknowledged to me that he executed							
the same in his authorized capacity.							
Notary Public							
SCHEDULE OF EXHIBITS							
Exhibit A:	Property Boundary Description to Be Subdivided						
Exhibit B:	Required On-site and Off-site Subdivision Improvements (Engineer's Cost Estimate)						
Exhibit C:	Financial Guarantee (Escrow Agreement)						

Exhibit D:

Final Subdivision Plat



VICINITY MAP (Not to Scale)

1. Contractor to shape Bottom of Pond to ensure positive drainage to irrigation 2. Compact Fill Material to be 95% Max Density.

3. Pond to be clay lined and covered in 6" minor cobble and weed barrier

## **GENERAL NOTES:**

**POND GRADING NOTES:** 

1. All construction must meet or exceed Harrisville City Standards and

2. All Culinary water lines and services to meet or exceed Bona Vista water

3. Verify the Depth & Location of all utility crossings & connections prior to their

4. Contractor is responsible for Looping Culinary and Secondary Waterlines to Maintain depth of cover and separation between gravity fed utility lines.

5. Saw Cut existing Asphalt to expose a smooth clean edge and a minimum 1 foot of undisturbed road base from under existing asphalt.

6.  $\frac{3}{4}$ " Culinary Water Laterals to be installed as shown on drawing, and extended 15.0 feet beyond property line. 7. 4" Sanitary Sewer Laterals to be installed on the lower end of lot and

Extended 10.0' beyond right-of-way line.

8. Field verify size & type of exist. utilities prior to construction of laterals. 9. Field verify and adjust curb to maintain a minimum of 1.5% and a maximum

of 4.0% cross slope or overlay existing asphalt to ensure proper drainage. 10. Import fill required for trenches within the Right of Way unless on site

material is approved by City Engineer with proper testing. 11. All work on Culinary Water System needs to be to Bona Vista Water Standards.

12. All Water Laterals to be  $\frac{3}{4}$ " diameter.

## GENERAL UTILITY NOTES:

1. Coordinate all utility connections to building with plumbing plans and building

2. Verify depth and location of all existing utilities prior to constructing any new utility lines. Notify Civil Engineer of any discrepancies or conflicts prior to any

3. All catch basin and inlet box grates are to be bicycle proof. 4. All inlet boxes located in curb and gutter are to be placed parallel to the curb and gutter and set under the frame and grate. Improperly placed boxes will be removed and replaced at no additional cost to the owner. Precast or cast in place boxes are acceptable.

5. Refer to the site electrical plan for details and locations of electrical lines, transformers and light poles.

6. Gas lines, telephone lines, and cable TV lines are not a part of these plans unless otherwise noted. 7. Water meters are to be installed per Bona Vista standards and specifications. It will be the contractor's responsibility to install all items required.

8. Water lines, valves, fire hydrants, fittings etc. are to be constructed as shown, and as to Bona Vista Standards. Contractor is responsible to construct any vertical adjustments necessary to clear sewer, storm drain or other utilities as necessary including valve boxes and hydrant spools to proper grade.

9. Field verify all existing and/or proposed Roof Drain/Roof Drain down spout connections to Storm Water System with Civil, Plumbing & Architectural plans. Notify Engineer of any discrepancies.

10. All gravity flow utility lines shall be installed prior to any pressurized utilities unless written permission is obtained from the engineer of record before construction begins.

## UTILITY PIPING MATERIALS:

All piping to be installed per manufacturers recommendations. Refer to project specifications for more detailed information regarding materials,

## CULINARY SERVICE LATERALS

1. 3/4" diameter pipe - copper tube ASTM B, Type K, Soft Temper

## WATER MAIN LINES AND FIRE LINES

1. Pipe material as shown on utility plan view or to meet Bona Vista standards Culinary Lines shall be C-900 Blue Pipe DR-18 and Secondary Lines shall be Purple Pipe C-900 DR-18.

## SANITARY SEWER LINES

1. All sewer piping to be Polyvinyl Chloride (PVC) sewer pipe Green, ASTM D 3034, Type PSM, SDR 35

## STORM DRAIN LINES

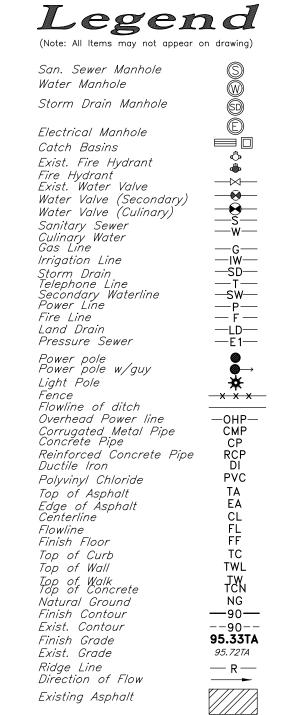
1. 15" to 21" pipes — Reinforced Concrete Pipe, ASTM C76, Class III up to 13'

2. 24" pipes or larger — Reinforced Concrete Pipe, ASTM C76, Class III up to 13' of cover, Class IV for 13' to 21' of cover, Class V for 21' to 32' of cover, and Special Design for cover greater than 32 feet.



#5

Warren Hollow on Larsen Lane



New Asphalt

Concrete

Heavy Duty Asphalt



PRIVATE ENGINEER'S NOTICE TO CONTRACTORS The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property: that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

Parcel A

See Sheet 4

CAUTION NOTICE TO CONTRACTOR The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans are based on records of the various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the propose improvements shown on the plans.

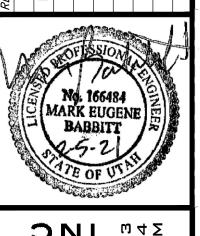
18

A Brass Cap Monument located <u>in the</u> Intersection of North Harrisville Road and 700 North Street with an Elevation of 4280.27.

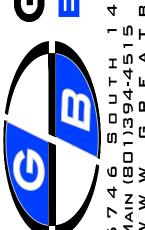
BENCHMARK

See Sheet 3

13



21



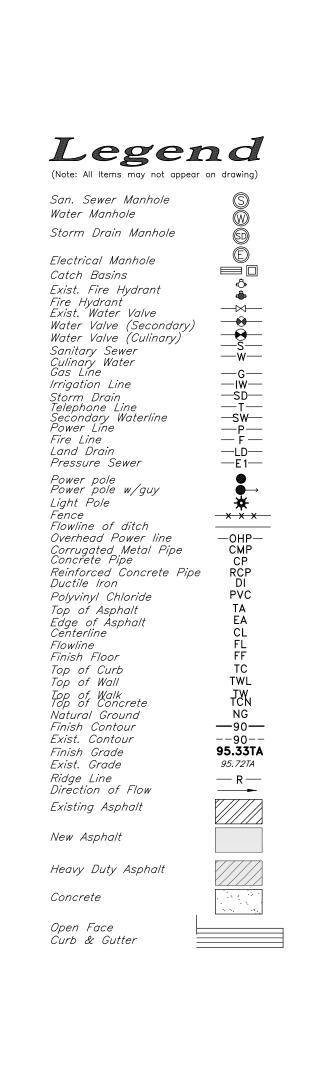
Feb 05, 2021

Call before you Dig

Avoid cutting underground utility lines. It's costly.

Sheet

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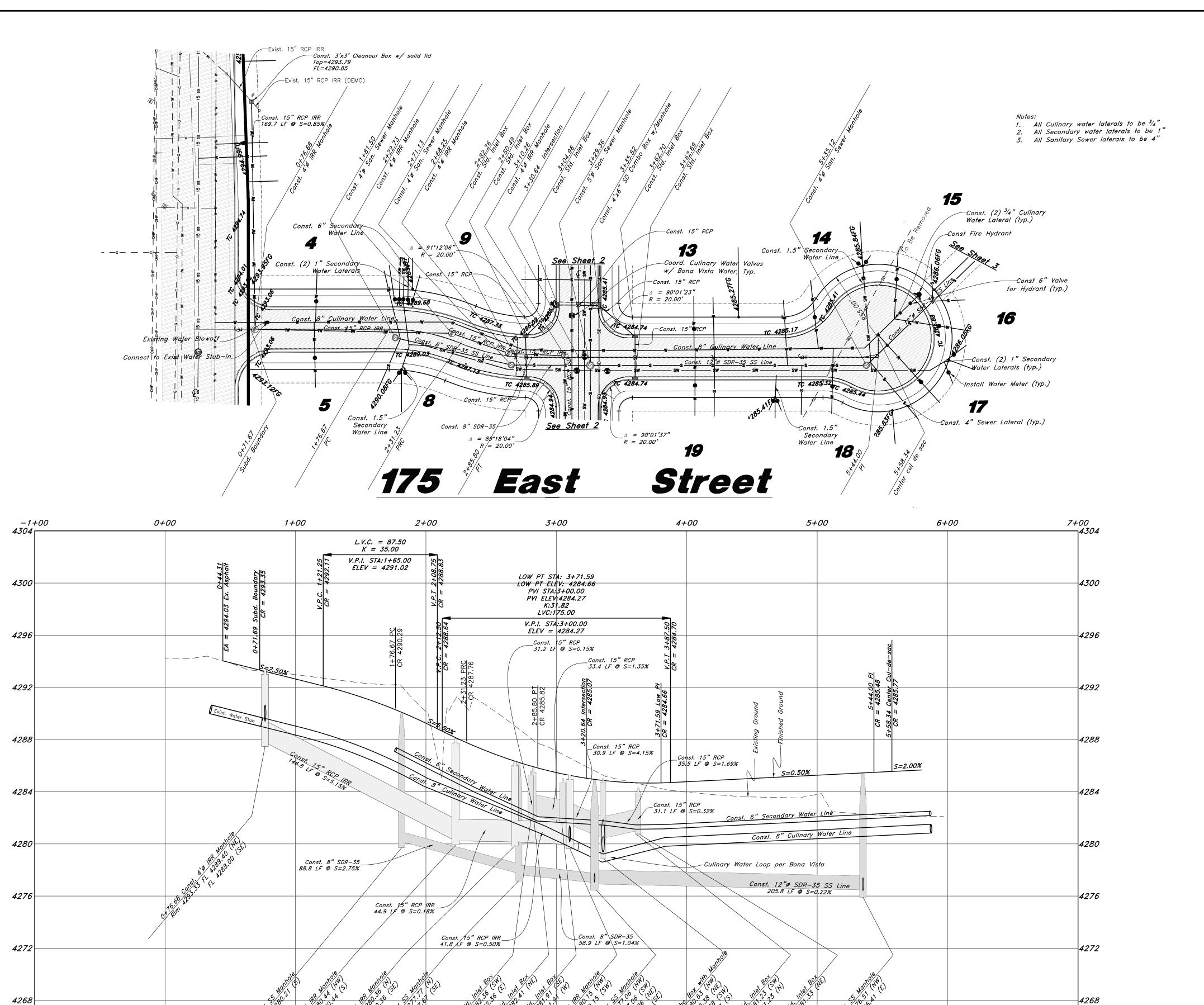


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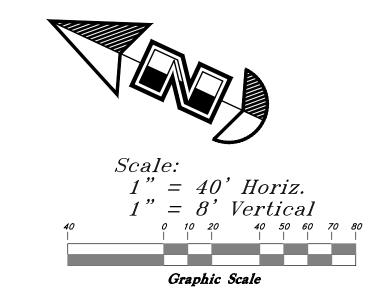
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*3+00* 



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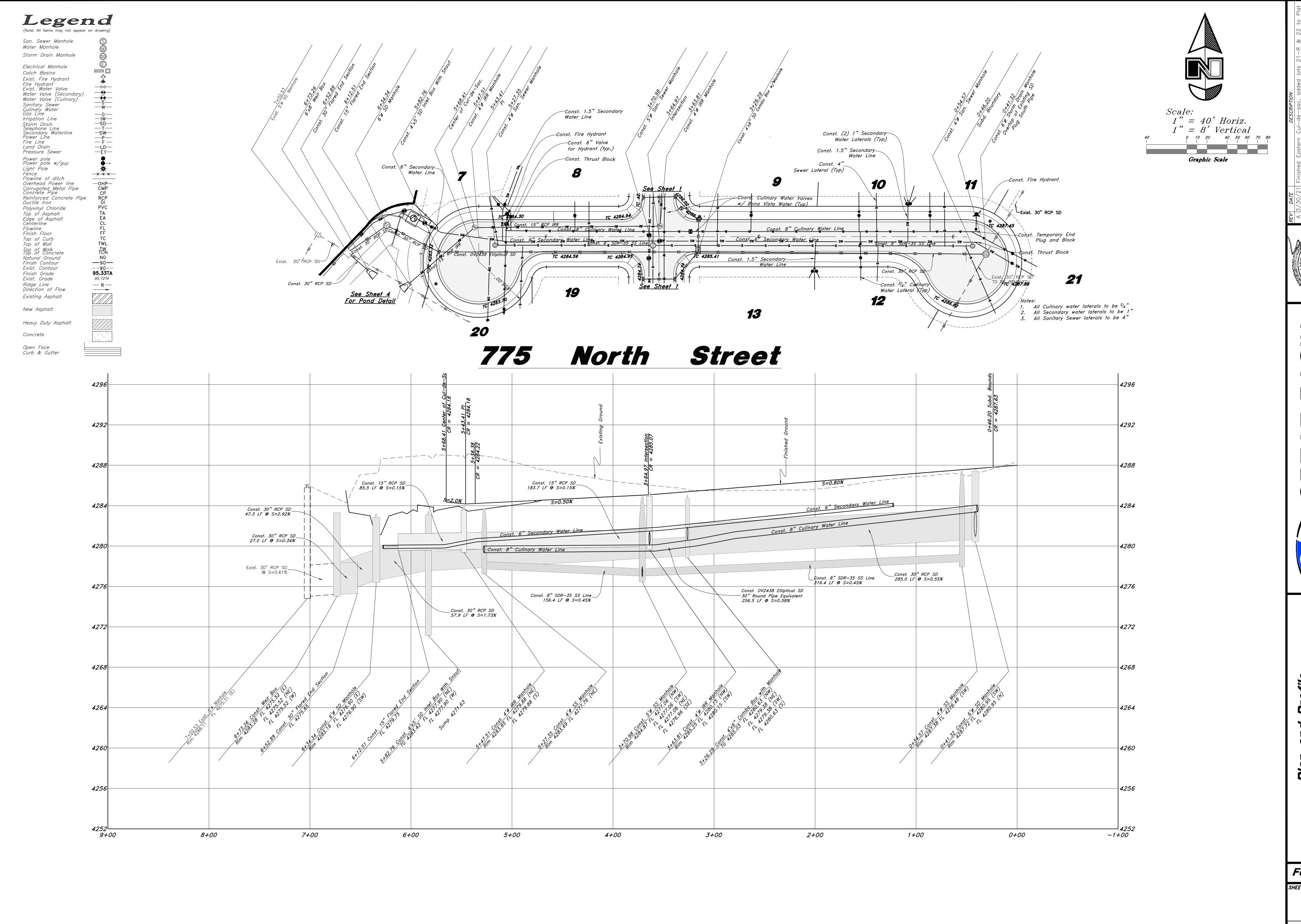
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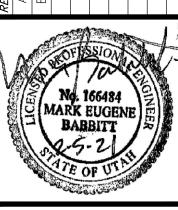
**3ΝΙ** -42

Feb 05, 2021





2/30/21 Finished Eastern Cul—de—sac, added lots 21—R & 22 t. 5/6/21 Engineering Redlines, Looping Culinary Water and Touch-



DASSET 1392-7544

**GTR**SOUTH 1475 EAST

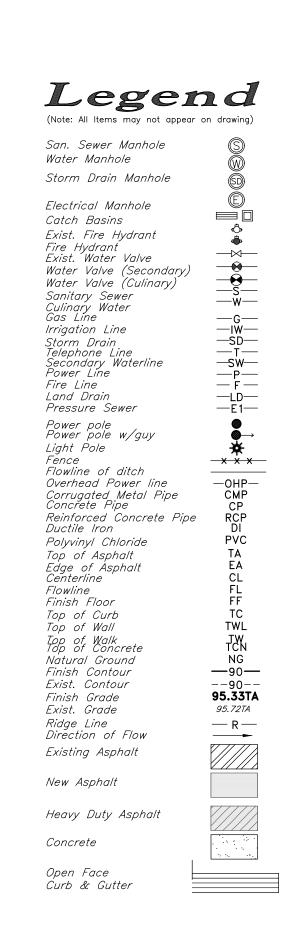
SOUTH 1475 EAST

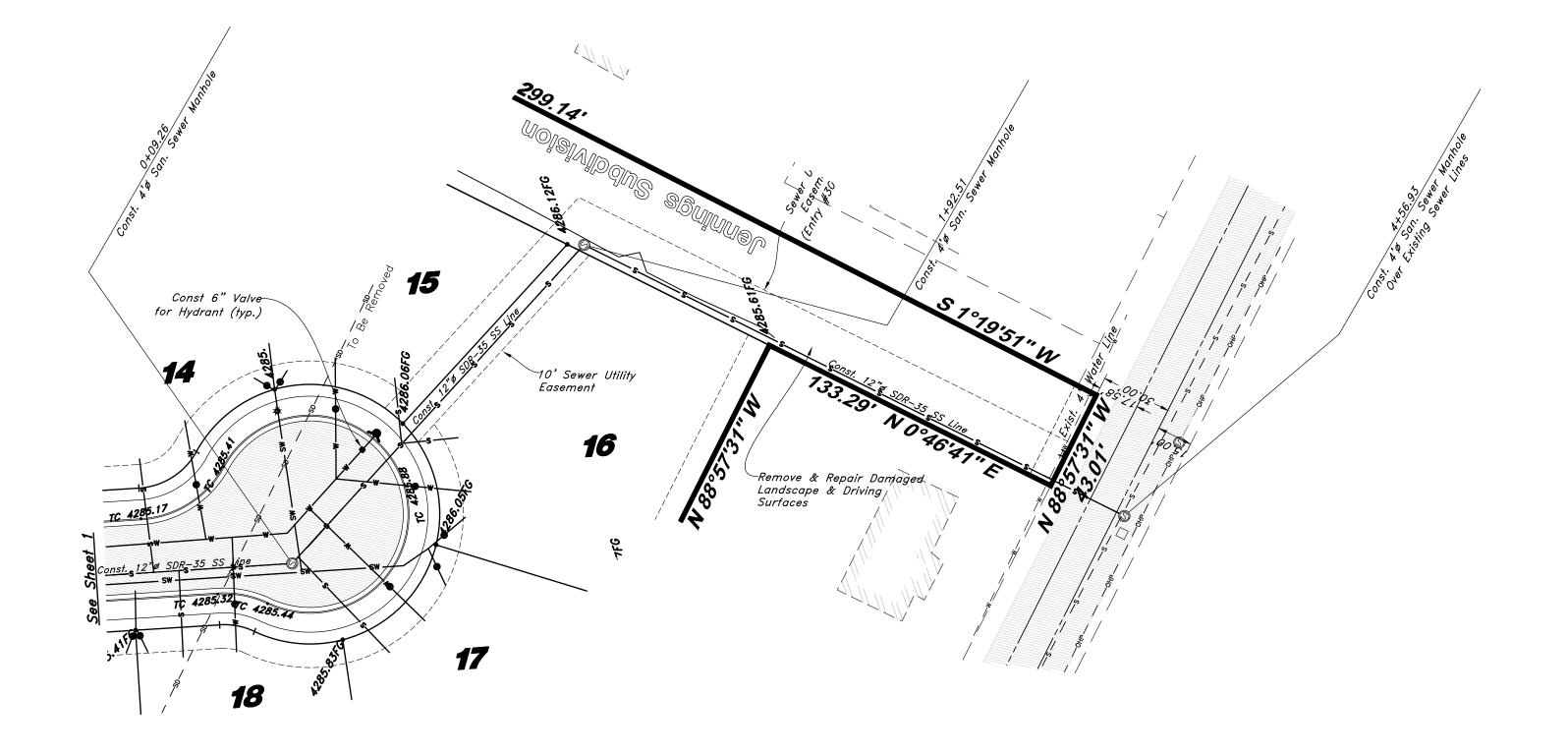
SOUTH 1475 EAST

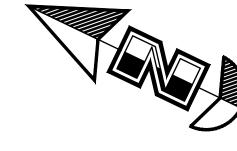
Ollow Subdivision

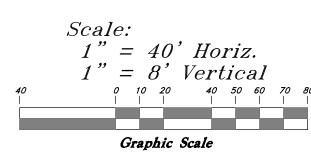
Warrer

Feb 05, 2021

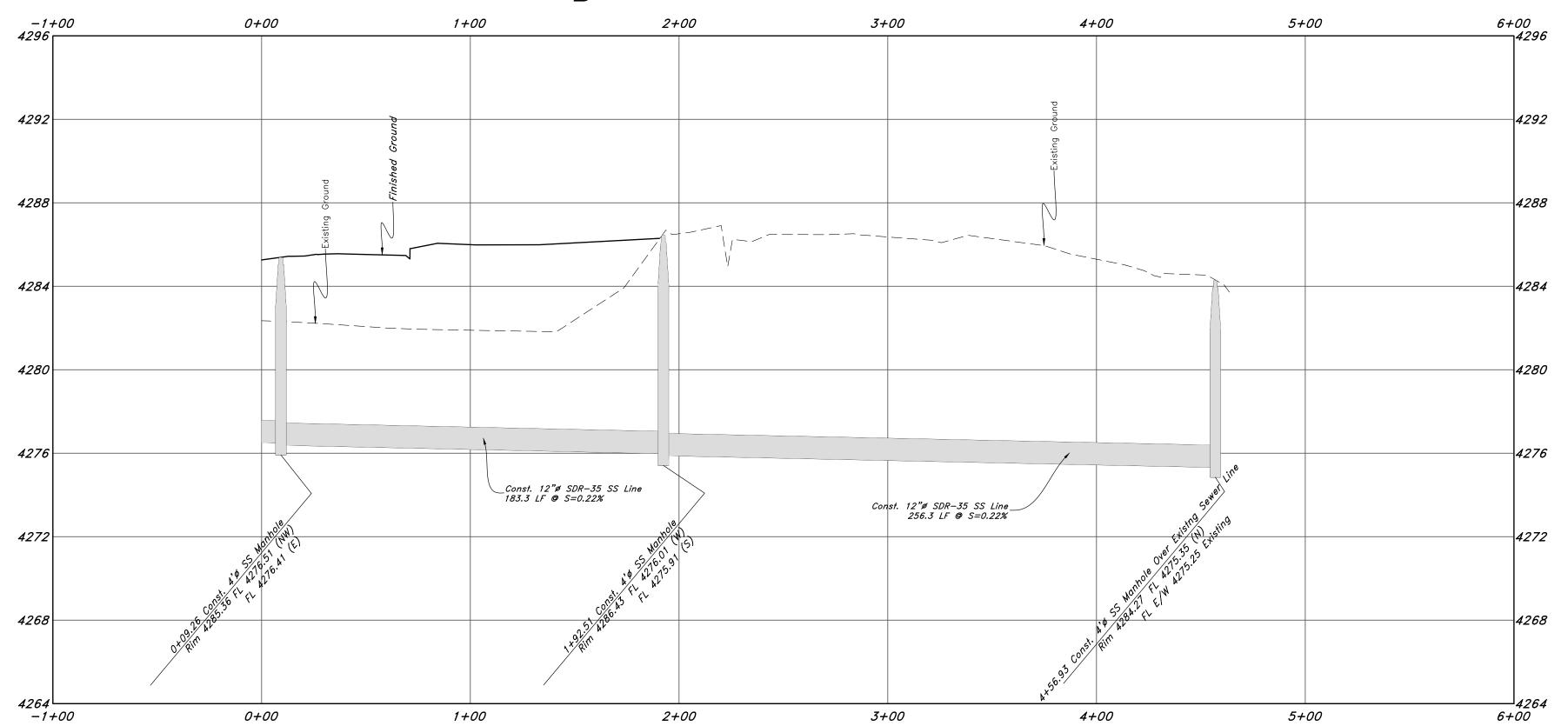


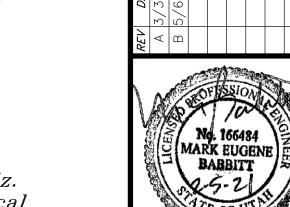






# Sanitary Sewer Outfall to 700 N.





PABILIA B 4 4 0 3 XX (801)392-7544 M 0 0 0 0 N 1 R

5746 SOUTH 1475 MAIN (801)394-4515 S.L. W W W G R E A T B A

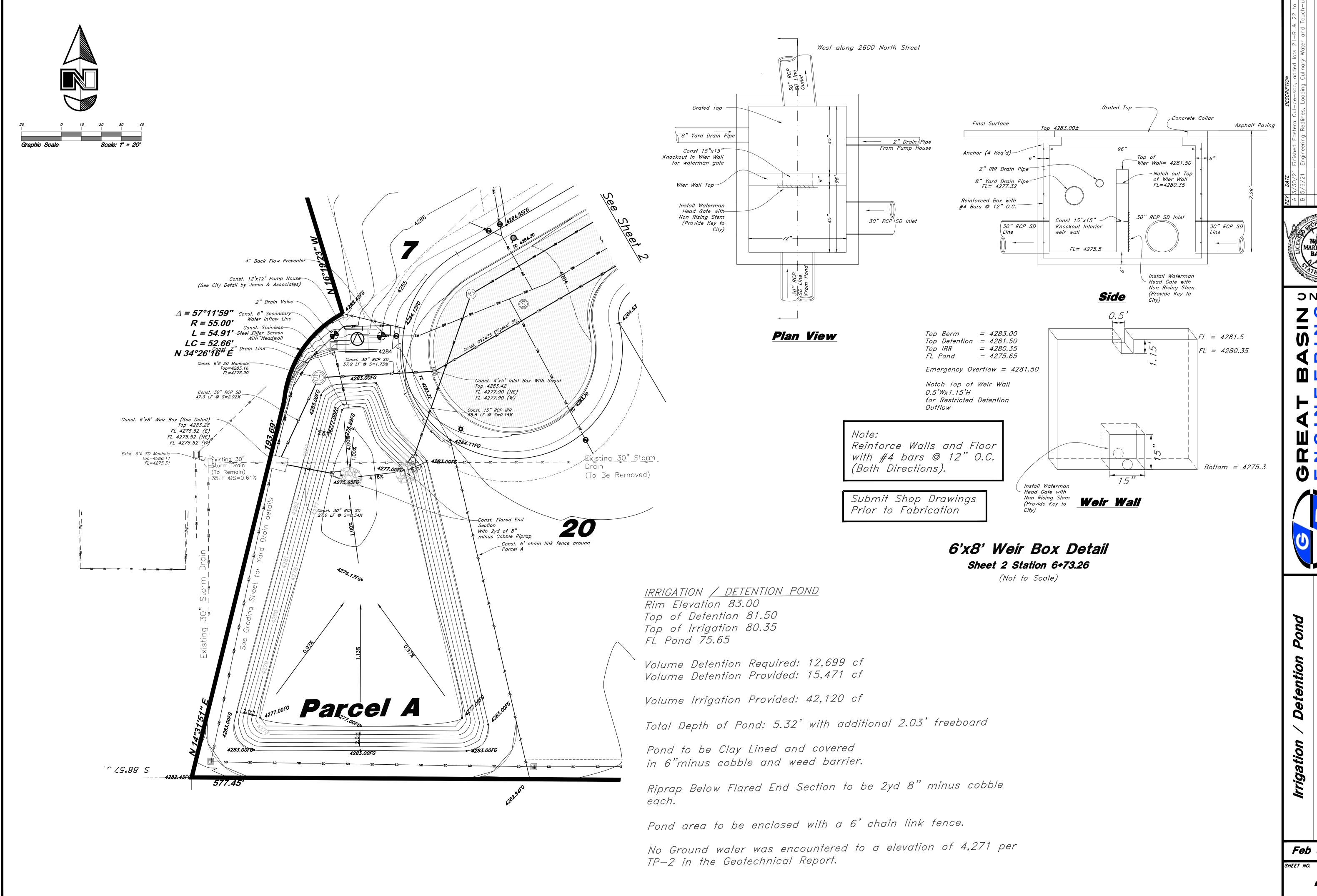
Collow Subdivision

C: 200 East Larsen Lane

S City, Weber County, Utah

Feb 05, 2021





**3**ΝΙ -42

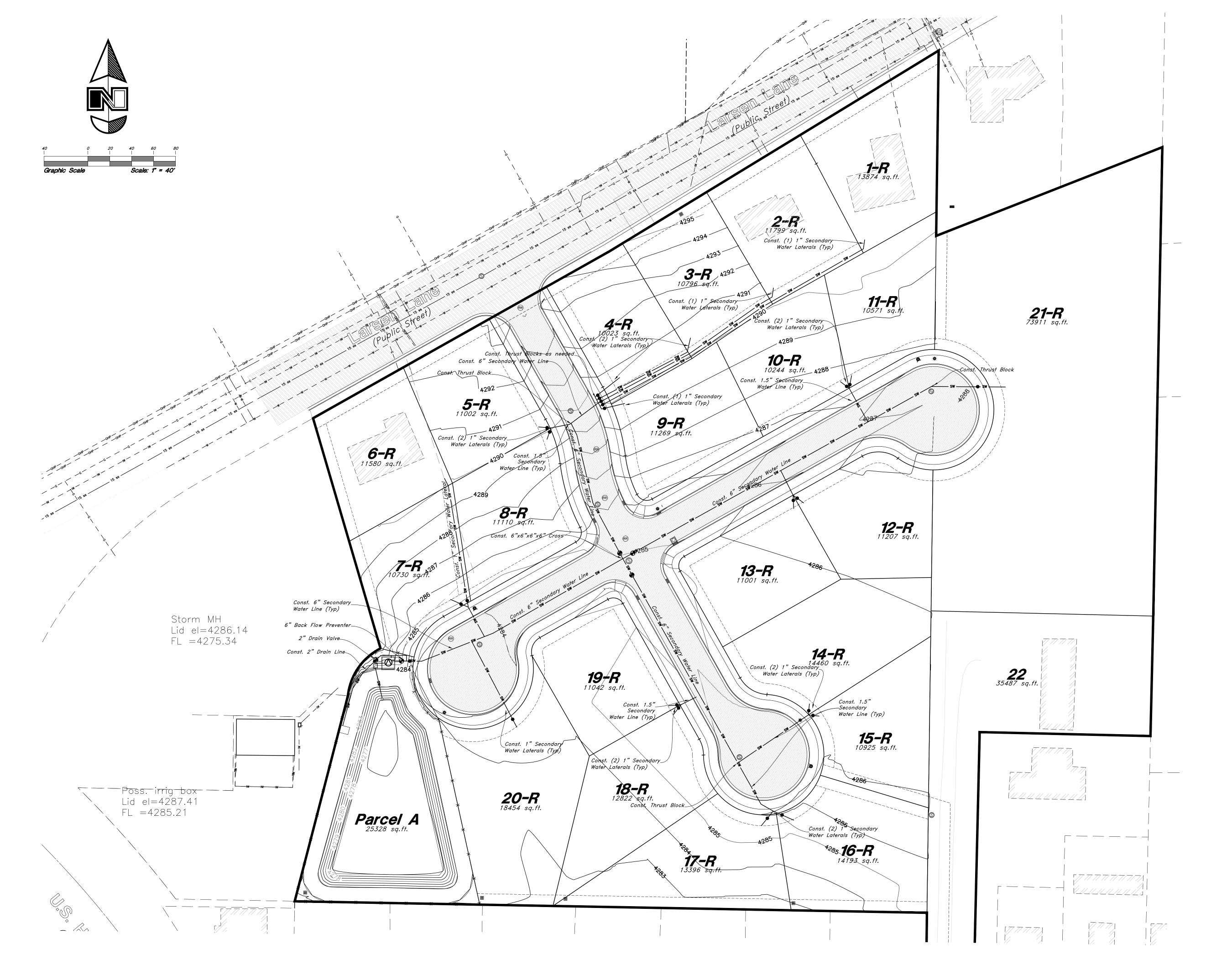
Feb 5, 2021



Ng. 166484 MARK EUGENE **ΟΝΙ** ε 4 Σ

Subdivision Hollow

Feb 5, 2021



Legend
(Note: All Items may not appear on drawing)

San. Sewer Manhole Water Manhole Storm Drain Manhole Electrical Manhole Catch Basins Exist. Fire Hydrant

Exist. Fire Hydrant
Fire Hydrant
Fire Hydrant
Exist. Water Valve
Water Valve
Sanitary Sewer
Culinary Water
Gas Line
Irrigation Line
Storm Drain
Telephone Line
Secondary Waterline
Power Line
Fire Line
Land Drain
Pressure Sewer

Power pole
Power pole w/guy
Light Pole
Fence
Flowline of ditch
Overhead Power line
Corrugated Metal Pipe
Concrete Pipe
Reinforced Concrete Pipe
Ductile Iron

Ductile Iron
Polyvinyl Chloride
Top of Asphalt
Edge of Asphalt
Centerline
Flowline
Finish Floor
Top of Curb
Top of Walk
Top of Walk
Top of Concrete
Natural Ground
Finish Contour
Exist. Contour
Finish Grade
Exist. Grade
Ridge Line
Direction of Flow

Existing Asphalt New Asphalt

Heavy Duty Asphalt Concrete

Open Face Curb & Gutter

OHP— CMP CP RCP

TWL TCN NG —90—

--90--**95.33TA** *95.72TA* 

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Ng. 166484 MARK EUGENE

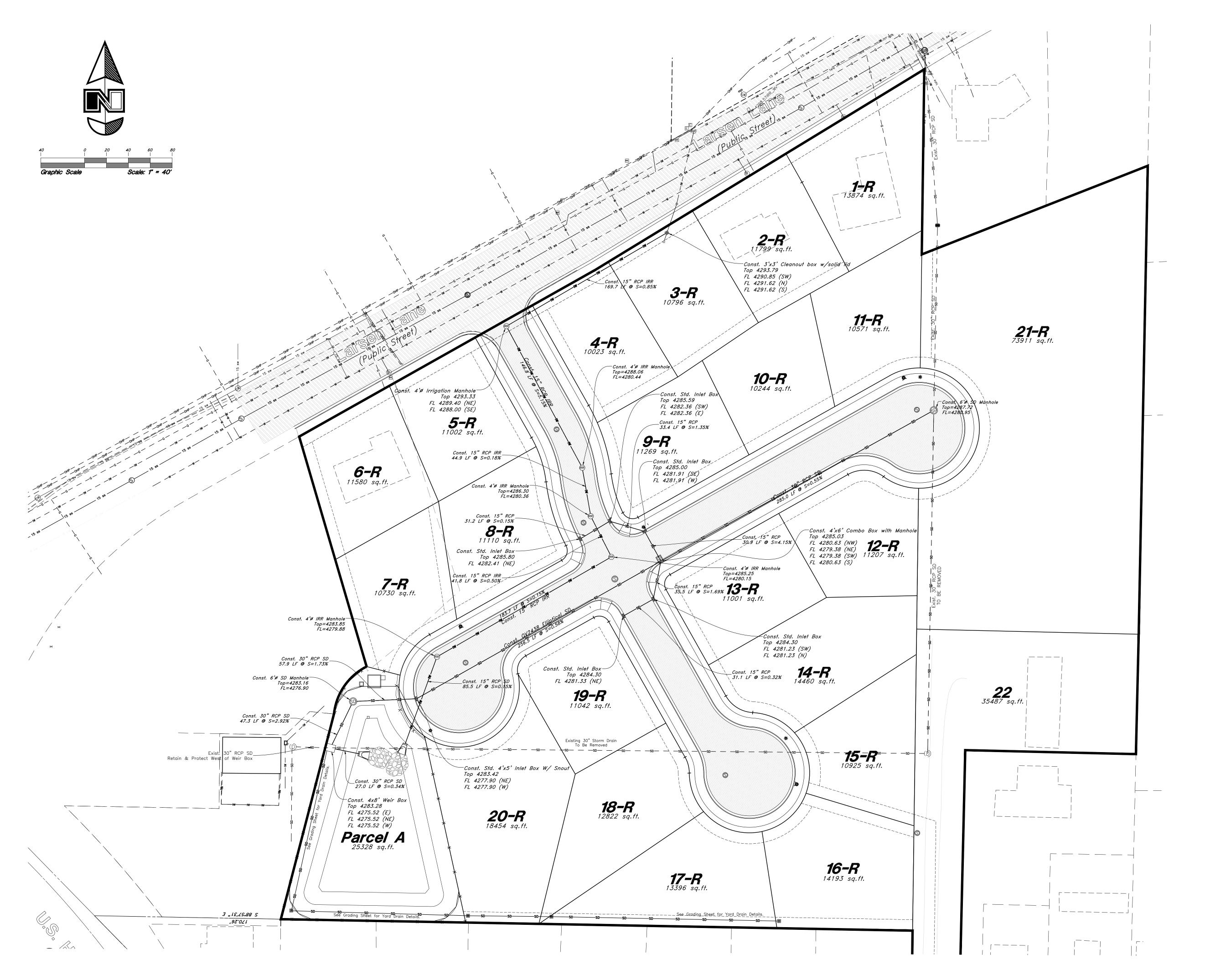
**ΟΝΙ** -4Σ

Subdivision

Water Hollow Secondary

Feb 5, 2021





Legend
(Note: All Items may not appear on drawing)

San. Sewer Manhole Water Manhole Storm Drain Manhole

Electrical Manhole Catch Basins Catch Basins
Exist. Fire Hydrant
Fire Hydrant
Exist. Water Valve
Water Valve
Sanitary Sewer
Culinary Water
Gas Line
Irrigation Line
Storm Drain
Telephone Line
Secondary Waterline
Power Line
Fire Line
Land Drain
Pressure Sewer

\_<del>x x x</del>\_

OHP— CMP CP RCP

TWL TCN NG —90— --90--**95.33TA** *95.72TA* 

\_\_R\_\_

Pressure Sewer

Power pole
Power pole w/guy

Light Pole
Fence
Flowline of ditch
Overhead Power line
Corrugated Metal Pipe
Concrete Pipe
Reinforced Concrete Pipe
Ductile Iron
Polyvinyl Chloride
Top of Asphalt
Edge of Asphalt
Centerline
Flowline
Finish Floor
Top of Curb
Top of Walk
Lop of Walk

Top of Wallk
Top of Walk
Top of Concrete
Natural Ground
Finish Contour
Exist. Contour
Finish Grade
Exist. Grade
Ridge Line
Direction of Flow Existing Asphalt New Asphalt

Heavy Duty Asphalt Concrete

Open Face Curb & Gutter

**3ΝΙ** -42

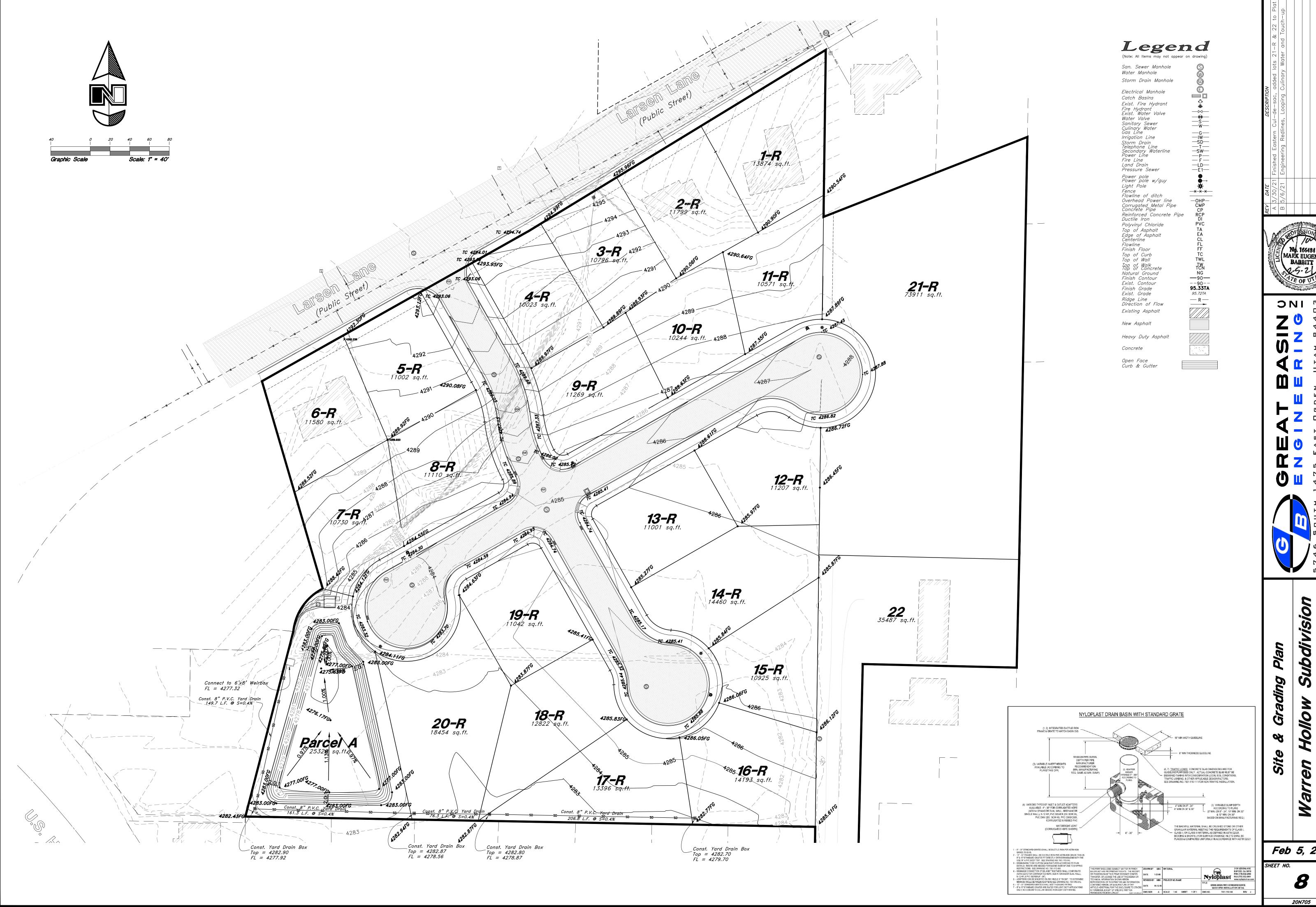
Subdivision NON

Warre

Feb 5, 2021

Storm



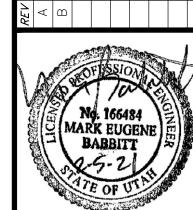


**DNI** 642

Subdivisio Hollow

Feb 5, 2021

8



N, UTAH 84403 FAX (801)392-7544 EERING.COM

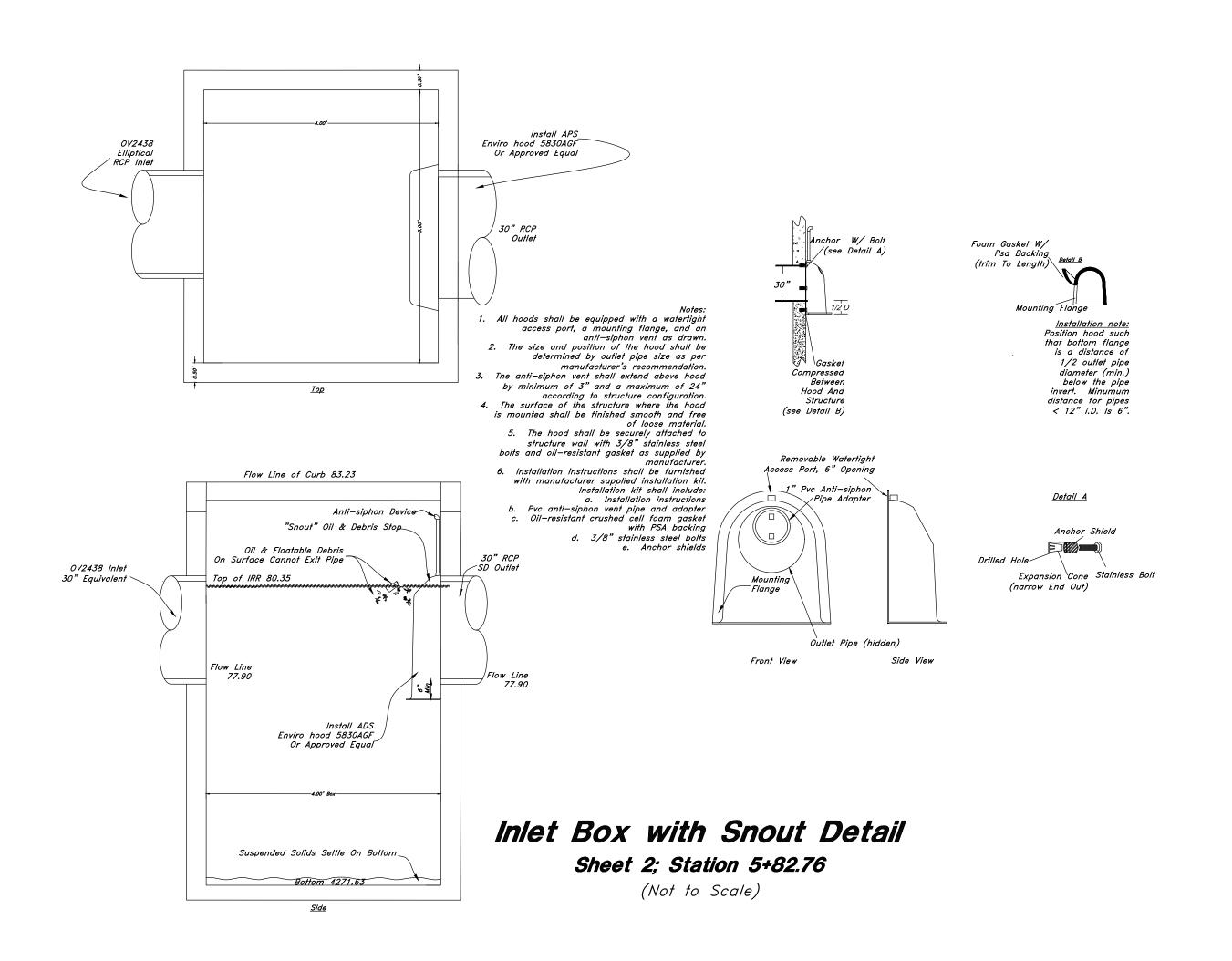
Street Improvements

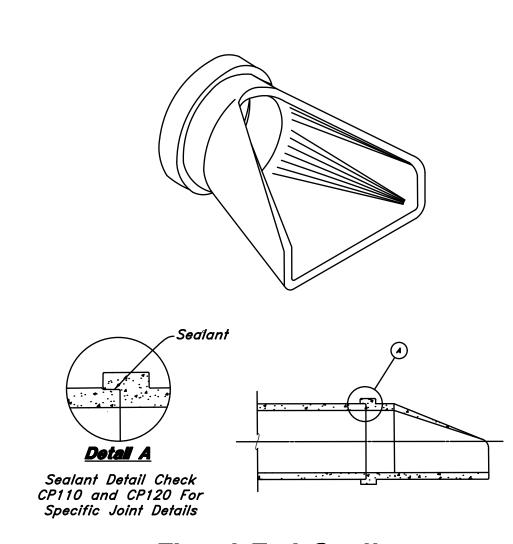
ren Hollow Subdivision

Approx: 200 East Larsen Lane
Harrisville Ctiy, Weber County, Utah
Int of Section 8, T6N. R1W, SLB&M, U.S. Survey

Feb 5, 2021

7 NO.





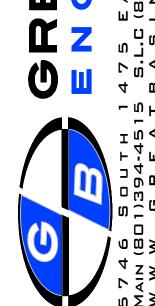
and granular fill brought in per Geotech report.

Flared End Section
(Not to Scale)

Feb 05, 2021
SHEET NO.

20N705

EN, UTAH 84403 ZZ FAX (801)392-7544



Details

| Ollow Subdivision | 200 East Larsen Lane | 1946



## Bona Vista Water Improvement District

2020 West 1300 North, Farr West, Utah 84404 Phone (801) 621-0474 Fax (801) 621-0475

February 10, 2021

Harrisville Planning Commission 363 West Independence Boulevard Harrisville, UT 84404

RE: WILL SERVE LETTER - Warren Hollow

The development is located at 175 East Larsen Lane approximately and consists of 20 lots.

The Bona Vista Water Improvement District does have culinary water available for the above mentioned project located at the above address.

This letter states that the above named project is in the boundaries of the Bona Vista Water Improvement District. The plan review fee has been paid and formal application has been made to the District.

The subdivision utility plans have been reviewed by the District and changes, if any, have been made and corrected. The plans have been approved for the above subdivision. Only the phase in consideration is guaranteed service and the plan review is good only for a period of one year from the date of this letter, if not constructed.

Bona Vista Water Improvement District's specifications are available at the District office or online at www.bonavistawater.com.

This subdivision, like all other subdivisions, must have a secondary water system for all outside irrigation usage. Prior to the District accepting connection fees, the owner or developer must furnish proof of secondary water.

If you have any questions, please feel free to call me. I can be reached at 801-621-0474 ext. 207, Monday through Friday, 9am - 5pm.

Sincerely,

Matt Fox

Assistant Manager

## NORTH VIEW FIRE DISTRICT

315 East 2550 North North Ogden, UT 84414 Phone: 782-8159

Fax: 782-3532

February 8, 2020

RE: Warren Hollow Subdivision

As the Authority Having Jurisdiction (AHJ), I have reviewed the site plans for the Warren Hollow Subdivision located at approximately 175 East Larsen Lane, Harrisville UT. Based on the International Fire Code 2018 edition, the following designs to the plans are acceptable:

- 1. The location of the fire hydrants is acceptable as shown on the plans.
- 2. Fire Department Access is adequate as designed.

Every effort has been made to provide a complete and thorough review of these plans. However, nothing in this review is intended to relieve the owner, contractor and/or developer from compliance with any and 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.

Ryan Barker Fire Marshal

North View Fire District