

# PLANNING COMMISSION

Tuesday, November 12, 2024, at 7:00 PM Council Chambers at City Hall Building and Online 110 S. Center Street, Santaquin, UT 84655

# **MEETINGS HELD IN PERSON & ONLINE**

The public is invited to participate as outlined below:

- In Person The meeting will be held in the Council Chambers on the Main Floor in the City Hall Building
- YouTube Live Some public meetings will be shown live on the Santaquin City YouTube Channel, which can be found at <a href="https://www.youtube.com/@santaquincity">https://www.youtube.com/@santaquincity</a> or by searching for Santaquin City Channel on YouTube.

# ADA NOTICE

If you are planning to attend this Public Meeting and due to a disability need assistance in understanding or participating in the meeting, please notify the City Office ten or more hours in advance and we will, within reason, provide what assistance may be required.

# AGENDA

WELCOME

# INVOCATION/INSPIRATION THOUGHT

PLEDGE OF ALLEGIANCE

# **ORDER OF AGENDA ITEMS**

# PUBLIC FORUM

# **DISCUSSION & POSSIBLE ACTION**

1. Public Hearing: Scenic Ridge Development Agreement

The Planning Commission will hold a public hearing to receive public input regarding the development agreement for the Scenic Ridge Subdivision.

# 2. Stratton Meadows Preliminary Plan

The Planning Commission will review a preliminary plan for a 37-lot subdivision located at approximately 840 N. 200 E.

# 3. Discussion: Detached Accessory Dwelling Units

The Planning Commission will discuss research and feedback received regarding Detached Accessory Dwelling Units in the City.

# **OTHER BUSINESS**

- 4. 2025 Chair and Vice-Chair Nominations
- 5. 2025 Meeting Schedule
- 6. Meeting Minutes Approval

# **ADJOURNMENT**

# **CERTIFICATE OF MAILING/POSTING**

The undersigned duly appointed City Recorder for the municipality of Santaguin City hereby certifies that a copy of the foregoing Notice and Agenda may be found at www.santaquin.org, in three physical locations (Santaquin City Hall, Zions Bank, Santaquin Post Office), and on the State of Utah's Public Notice Website, https://www.utah.gov/pmn/index.html. A copy of the notice may also be requested by calling (801)754-1904.

BY: Amalie R. Ottley, City Recorder

# MEMO



Item 1.

To: Planning Commission

From: Jason Bond, Assistant City Manager

Date: November 8, 2024

# RE: <u>Scenic Ridge Estates Development Agreement – Zoning Regulation Exceptions</u>

Mayor Dan Olson and Santaquin City staff have worked with Mr. Neil Craig and his team to draft a development agreement for property that he owns which is on the east side of Santaquin City and which has already received partial development approval in a subdivision called Scenic Ridge Estates.

The purpose of this development agreement needing review from the Planning Commission, is because there were some zoning requirements that were specifically discussed, and some exceptions have been negotiated. In order for those exceptions to be valid, a legislative review (formal public hearing, Planning Commission recommendation, and City Council approval) needs to take place.

For purposes of understanding the reason for negotiating exceptions, some benefits to Santaquin City include:

- Approximately 5.19 acres of property (in exchange for 2 acres of currently owned City property) will be dedicated to Santaquin City for the purpose of a debris basin and conveyance channel which design and construction will be funded by the federal government as authorized by the National Resource Conservation Service (NRCS).
- Certain portions of the dedicated acreage will also serve as open space and trails that will connect to the mountains.
- A perpetual easement consisting of approximately 1 acre will be granted to Santaquin City along the existing conveyance channel.

The negotiated exceptions that benefit the owner of the property, and which are only pertinent to the Planning Commission's required review are as follows:

- A minimum lot size zoning regulation would be reduced from 12,000 square feet to 10,841 square feet for one building lot on the west side of an anticipated future extension of 1100 East Street.
- The construction of a 30-foot wide driveway on parcel numbers 32:040:0078 and 32:040:0077 located at the east end of the recently completed 430 south and the intersection of 430 South and 1200 East that is adjacent to the property would satisfy the frontage requirement for construction of a single-family residence on said parcel.
- A minimum width and frontage requirement will be reduced from 100 feet to 60 feet for one residential lot to be located on parcel number 32:040:0080.
- The developer would be allowed to install a private home drinking water booster pump to serve a single-family home on parcel 32:040:0078.
- To assist the developer in construction of adequate water facilities, the City would allow the

water service laterals to be located on the downhill side of the lot, for a maximum of two lots only.

• The dedication and transfer of property to the City would satisfy the developer's open space dedication requirement in the Hillside Overlay Zone.

**Recommended Action:** Hold a public hearing and provide a recommendation to the City Council regarding the Santaquin City Code exceptions that were negotiated in the Scenic Ridge Estates development agreement.

# DEVELOPMENT AGREEMENT FOR SCENIC RIDGE DEVELOPMENT

October 29, 2024

# SANTAQUIN CITY 110 SOUTH CENTER STREET SANTAQUIN, UTAH 84655

#### DEVELOPMENT AGREEMENT FOR SCENIC RIDGE ESTATES

THIS DEVELOPMENT AGREEMENT is made and entered into as of the \_\_\_\_\_ day of

\_\_\_\_\_, 2024, by and between Santaquin City, a Utah municipality and NJC

Development, LLC, a Utah Limited Liability Company ("Developer").

#### RECITALS

A. The capitalized terms used in this Agreement and in these Recitals are defined in Section 1.2, below.

B. Developer owns certain real property located in Santaquin, Utah, more particularly described in Exhibit "A" hereto (the "Property"). Developer desires to develop portions of the Property for residential lots.

C. Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Concept Plan.

D. The Parties acknowledge that development of the Property pursuant to this Agreement may result in significant planning benefits to the City and its residents by, among other things requiring orderly development of the Property and increasing safety and protection of residents based on improvements to be constructed on the Property.

E. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements

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of this Agreement.

F. This Agreement conforms with the intent of the City's General Plan and the Zoning.

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 City and Developer hereby agree to the following:

#### TERMS

#### 1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits "A" - "F" are hereby incorporated into this Agreement.

1.2. **Definitions.** As used in this Agreement, the words and phrases specified below shall have the following meanings:

1.2.1. Act means the Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 *et seq*.

1.2.2. Agreement means this Development Agreement and any amendments thereto, including all of its Exhibits.

1.2.3. Applicant means a person or entity submitting a Development Application.

1.2.4. Buildout means the completion of all of the development on the entire

Project in accordance with the approved plans.

1.2.5. City means Santaquin City, a Utah municipality.

1.2.6. City Consultants means those outside consultants employed by the City in

various specialized disciplines such as traffic, hydrology or drainage for

reviewing certain aspects of the development of the Project.

1.2.7. **City's Future Laws** means the ordinances, policies, standards, and procedures which may be in effect as of a particular time in the future when a Development Application is submitted for all or part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this Agreement.

1.2.8. **City's Vested Laws** means Titles 10 and 11 of the Santaquin City Code in effect as of the date of this Agreement.

1.2.9. **Concept Plan** means the plan for the development of the Property, a copy of which is attached hereto as Exhibit "B".

1.2.10. **Council** means the elected City Council of the City.

1.2.11. **Default** means a material breach of this Agreement as specified herein.

1.2.12. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.13. **Development** means the development of all or part of the Project pursuant to an approved Development Application.

1.2.14. **Development Application** means an application to the City for development of all or part of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.15. **Developer or Owner** means NJC Development, LLC, and its assignees or transferees as permitted by this Agreement.

1.2.16. **Notice** means any notice to or from any Party to this Agreement that is either required or permitted to be given to another party.

1.2.17. **Open Space** shall have the meaning specified in Section 10.08.020 of the Santaquin City Code.

1.2.18. **Outsource or Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this Agreement.

1.2.19. **Party/Parties** means, in the singular, Developer or the City; in the plural Developer and the City.

1.2.20. **Planning Commission** means the City's Planning Commission.

1.2.21. **Project** means the total development to be constructed on the Property pursuant to this Agreement with the associated public and private facilities.

1.2.22. **Property** means the real property proposed for development by Developer more fully described in Exhibit "A".

1.2.23. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.24. **Subdeveloper** means a person or an entity not "related" (as defined by Section 165 of the Internal Revenue Code) to Developer which purchases a portion of the Property for development.

1.2.25. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

1.2.26. Subdivision Application means the application to create a Subdivision.1.2.27. Zoning means the zone for the Property in effect on the effective date of this Agreement.

1.2.28. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this Agreement and includes the City's Vested Laws.

#### 2. Development of the Project.

2.1. **Compliance with the Concept Plan and this Agreement.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this Agreement), the Concept Plan, and this Agreement.

2.2. **Design and Construction Obligations of the City.** The City has sought funding from the federal government for the design and construction of a debris basin and conveyance channel as depicted in Exhibit "F" attached hereto. These property improvements are intended to mitigate the effects of storm run-off. The City shall utilize available federal funding as authorized by the National Resource Conservation Service ("NRCS"), to design and construct the debris basin and conveyance channel as specifically set forth in this Agreement.

2.2.1. In addition to the construction of the improvements described in Section2.6, so long as federal funds are available to improve the debris basin and the conveyance channel, the City shall also accept responsibility for the design and construction of a conveyance channel located on property owned by Developer,

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which property is more particularly described in Exhibit E hereto.

#### 2.3. Lot Size/Parcel Adjustment.

2.3.1. The Parties agree that Developer may seek and City shall permit an exception to current zoning regulations to reduce the minimum lot size from 12,000 square feet to 10,841 square feet, for one building lot located on the west side of an anticipated future extension of 1100 East Street that will be part of the Development Area, as shown on the Concept Plan.

2.3.2. The City will approve the construction of a 30 foot wide driveway on parcel numbers 32:040:0078 and 32:040:0077 located at the east end of the recently completed 430 South and the intersection of 430 South and 1200 East that is adjacent to the property which will satisfy the frontage requirements for construction of a single family residence on said parcel.

2.3.3. The Parties agree that Developer may seek and City shall permit an exception to current zoning regulations to reduce the minimum width and frontage requirement from 100 feet to 60 feet for one residential lot to be located on parcel number 32:040:0080.

#### 2.4. Water Facilities.

2.4.1. Per the studies completed in May and June of 2023 all water service connections "water meters" that have been installed as a part of the currently approved Scenic Ridge Estates subdivision 7-lot subdivision improvements have the city's and thereby the state's required minimum pressure and flow requirements. Developer acknowledges that existing City water facilities may not be adequate to provide sufficient service to the building lots within the

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Development Area as identified in the Santaquin City Water Master Plans and as modeled and verified by the City's engineering firm. Accordingly, Developer will be allowed to install one private home drinking water lift station to permit the construction of one home at a limited elevation/distance above the existing zone 12E pressure boundary.

Developer shall construct a Utah State permitted private booster pump to provide adequate pressure at the future home located on the estate lot (lot/Parcel numbers 32:040:0078 and 32:040:0077). Developer shall obtain the required permits and provide evidence of the same to the City prior to any building permit being issued.

2.4.2. Notwithstanding Sections of the City's existing Standards, 3A.05 Water Service Laterals, and 3.05 Pressure Irrigation Service Connections, to assist Developer in constructing adequate water facilities, the City will allow the water service laterals to be located on the downhill side of the lot, for a maximum of two lots only.

2.4.3. Two points of connection will be required for the water supply to the upper future building lots as identified in section 2.5 Future Building Lots. These connections will be located at the western phase line of 430 south and at the north end of the "dry" line in 1200 East, both of which locations are located within the currently approved Scenic Ridge Estates subdivision 7-lot subdivision improvement plan, or as otherwise agreed by the parties.

2.5. Future Building Lots. This Agreement shall entitle Developer to subdivide the

remaining parcels to allow for Eleven (11) additional lots on the south and east sides of the existing approved Scenic Ridge Estates subdivision (with 7 currently approved lots) and the three acres south and east of the currently existing 1250 East Street as shown in Exhibit "B", so long as said subdivision complies with the current City's Vested Laws and City's Future Laws, Subdivision Regulations and all terms and conditions herein.

#### 2.6. Dedication and Transfer of Property to the City.

2.6.1. Owner shall dedicate and transfer to the City by General Warranty Deed approximately 5.19 acres of the Property more particularly described in Exhibit "C" hereto for the improvements to and maintenance of the existing and any future construction of a storm water conveyance mechanism (i.e. the current storm water channel, or future conveyance channel/piping) and a debris basin through or on the Property for the purpose of collecting, controlling, routing, and conveying upstream storm water, debris flows, etc., and for connecting to the existing or future storm water channels at both the north (downstream) and south (upstream) ends of the Property, and for Open Space purposes.

2.6.1.1. The

property to be dedicated and transferred to the City pursuant to Section 2.6.1 above includes the dedication of approximately 5.19 acres as open space for development of the Property, as described in Exhibit "C" hereto, which is the future debris basin and a portion of the future conveyance channel. In exchange for approximately 2 acres of the aforementioned dedicated and transferred property, the City will transfer to Developer approximately 2 acres of real

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property currently owned by the City and more particularly described in Exhibit "D".

2.6.1.2.

Developer desires to obtain certain tax credit considerations for the donation of property to the City pursuant to this Agreement. For any property owned by Developer that is donated, but not traded to the City, pursuant to Section 2.6.1.1 of this Agreement, the City agrees to acknowledge and sign IRS form 8283 "Noncash Charitable Contributions", Part V "Donee Acknowledgement" for possible Developer tax purposes/benefits. City shall not be responsible for the IRS form 8283 Part IV "Declaration of Appraiser". City will not take part in, or have any responsibility for, determining or agreeing to any appraised amounts shown on IRS form 8283 Part IV "Declaration of Appraiser." City does not determine or issue charitable donation tax credits and therefore is not responsible for determining eligibility or issuing any possible tax credit for donated property identified and agreed to in the Agreement, which shall be the sole responsibility of Developer.

2.6.1.3.

Developer may, in its sole discretion, choose to install a large diameter pipe, in lieu of the City constructing the above identified storm water conveyance mechanism (i.e. channel). In such event, Developer shall pay all costs for the large diameter pipe and any appurtenances, and the City shall pay all costs for installation of said large diameter pipe. In addition to the pipe, Developer will construct and cover the cost of construction of a berm on the east side of the piped

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section of the conveyance channel to satisfy Santaquin City development requirements.

2.6.2. Owner shall grant a perpetual easement to the City in the form set forth in Exhibit "E" hereto, covering approximately 1.0. acre along the existing conveyance channel as depicted in Exhibit "F".

2.6.3. The dedication and transfer of said property described in Sections 2.6.1 and 2.6.2 above shall satisfy Developer's open space dedication requirement set forth in Santaquin City Code Section 10.20.230.E.1. Moreover, Developer shall have no obligation to improve said Open Space as would otherwise be required by Santaquin City Code Section 10.20.230.E.1. Except for the paying for any pipe and appurtenances for piping of any portion of the existing debris channel by Developer, the improvement of the property dedicated or transferred to the City by Developer shall be the responsibility of the City and shall also include designing and constructing the debris basin in the location shown and the conveyance channel or piping of conveyance channel by the Developer and City located within the easement to be dedicated by Developer, as depicted in Exhibit "D". In the event federal funds are not made available to the city, Developer's obligation to meet Santaquin City requirements to mitigate flood impacts shall be satisfied by construction of the berm referenced in section 2.6.1.4 along the east side of the piped section of the conveyance channel, dedication of the property described above and purchase of the pipe referenced in 2.6.1.4.

2.6.4. Timing of Land and Easement Dedication. Developer shall convey the property and the easement described in Subsections 2.6.1 and 2.6.2 of this

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Agreement within 90 days of the execution of this Agreement. Timing of any dedicated or transferred property by the city shall take place concurrently with Developer's conveyance of property and the easement described in 2.6.1 and 2.6.2.

2.6.5. Developer acknowledges and agrees that the dedication of a portion of its property to the City as provided in this Section 2.6 might alter or preclude other potential uses for said property, including potential building lots, but will certainly benefit both the development of the Property and the City, and is central to the Parties' willingness to enter into this Agreement.

2.7. **Trail Improvements.** Notwithstanding anything to the contrary in this Agreement, Developer shall be responsible to construct trail improvements on the western side of the debris basin and conveyance channel, (or pipeline paid for by Developer), as depicted on Exhibit "E", along the identified fault line, or other location to be determined by the Parties. The debris basin and conveyance channel will be constructed by the City. The trail improvements shall comply with Santaquin City Code Section 10.20.230.E.1.

2.8. Limitation and No Guarantee. Developer acknowledges that the development of every aspect of the Concept Plan requires that each Development Application comply with the City's Vested Laws, and with the City's Future Laws to the extent they are specifically applicable as set forth in the agreement. Notwithstanding any contrary provision of this Agreement, the City's entry into this Agreement does not guarantee that the Developer will be able to construct any aspect of the Project until and unless all applicable requirements are met.

#### 3. Public Infrastructure

3.1. **Construction by Developer.** Except as otherwise specifically provided in this Agreement, Developer shall be responsible for all design and construction of all infrastructure improvements as required by Santaquin City Code. Developer shall have the right and the obligation to design, construct, and install, or cause to be designed, constructed and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application pursuant to the City's Vested Laws. For all property transferred from the City to Developer, Developer shall have the right and the obligation to design, construct, and install, or cause to be designed, constructed, and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of design, construct, and install, or cause to be designed, constructed, and installed, all Public Infrastructure reasonably and lawfully required as a condition of approval of each Development Application pursuant to the City's Vested Laws and with the City's Future Laws to the extent they are specifically applicable as set forth in the agreement.

For any property transferred from City to Developer that is not contiguous with Developer's Property, City agrees to diligently pursue all rights-of-way necessary for Developer and public access to said traded property. City agrees to obtain said rights-ofway at its own expense.

3.2. **Bonding.** Unless otherwise provided by Chapter 10-9a of the Utah Code as amended, Applicant shall provide security in conjunction with its application for a building permit for any Public Infrastructure or private infrastructure required by the City, in a form acceptable to the City, as specified in the City's ordinances in effect at the

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time of application. Partial releases of any such required security shall be allowed as work progresses based on the City's laws then in effect.

#### 4. Upsizing/Reimbursements to Developer.

4.1. Upsizing. All Public Infrastructure shall be of sufficient capacity to service the entire Project at Buildout. The City shall not require Developer to upsize any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Developer are made to compensate Developer for the incremental or additive costs of such upsizing. For example, if an upsizing to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Developer for the 10% cost increase. An acceptable financial arrangement for upsizing of improvements means reimbursement agreements, connector agreements, payback agreements, and impact fee credits and reimbursements, as agreed by the Parties. Providing Public Infrastructure with sufficient capacity to serve the entire Project at Buildout is not considered upsizing for purposes of this Agreement, and all associated costs thereof are the sole responsibility of the Developer, and not the responsibility of the City.

#### 5. Vested Rights.

5.1. Vested Rights Granted by Approval of this Agreement. To the maximum extent permissible under the laws of Utah and the United States and at equity, the Parties intend that this Agreement grants Developer all rights to develop the Project in fulfillment of this Agreement, the City's Vested Laws, the Zoning and the Concept Plan except as specifically provided herein. The Parties specifically intend that this Agreement grant to

Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2023).

5.2. Application of City's Future Laws. The City's Future Laws in effect on the date of a completed development application apply to the development to the extent they do not contradict the City's Vested Laws. In the event of a conflict with the City's Vested Laws, the City's Future Laws shall apply in the following circumstances:

5.2.1. <u>Developer Agreement.</u> Those City's Future Laws that Developer has agreed in writing will apply to the Project;

5.2.2. <u>State and Federal Compliance.</u> Those City's Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

5.2.3. <u>Codes.</u> Any City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, fire, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

5.2.4. <u>Taxes</u>. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated;

5.2.5. Fees. Changes to the amounts of fees for the processing of Development

Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

5.2.6. <u>Impact Fees</u>. Impact Fees or modifications thereto which are lawfully adopted, and imposed by the City and which meet all requirements of the U. S. Constitution, Utah Constitution, law and applicable statutes, including but not limited to Utah Code Ann. Section 11-36a-101 (2023) *et seq.*;

6. <u>**Term of Agreement</u>**. This Agreement shall take effect on the date when both Parties have executed the Agreement, and shall expire on December 31, 2039, or at Buildout, whichever is earlier.</u>

#### 7. Processing of Development Applications.

7.1. **Processing of Development Applications.** City Code will govern Processing of Development Applications.

7.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City.

7.3. **Independent Technical Analyses for Development Applications.** If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts

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as part of a Development Application, the City may engage such experts as City Consultants at its own cost.

7.4. **City Denial of a Development Application.** If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this Agreement, the Zoning and/or the City's Vested Laws (or, if applicable, the City's Future Laws). The City shall work with the Applicant in good faith to explain the reasons for the denial.

#### 7.5. City Denials of Development Applications Based on Denials from Non-City

**Agencies.** If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Applicant shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below. Applicant's failure to successfully appeal any such denial shall preclude any action by Applicant against City for City's denial so long as the City did not otherwise cause the Non-City Agency to issue the denial.

#### 7.6. Mediation of Development Application Denials.

7.6.1. <u>Issues Subject to Mediation</u>. Issues resulting from the City's Denial of a Development Application that the parties are not able to resolve shall be mediated.

7.6.2. <u>Mediation Process</u>. If the City and Applicant are unable to resolve a disagreement which is subject to mediation pursuant to Section 7.6.1, the parties shall attempt within thirty (30) calendar days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant

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are unable to agree on a single acceptable mediator, they shall each, within fifteen (15) calendar days, appoint their own representative. These two representatives shall, between them, choose the single mediator. In the alternative, the City and the Applicant may submit the matter to the Office of the Property Rights Ombudsman for mediation at the earliest available time for the Ombudsman, the Applicant, and the City. Applicant and the City shall split the fees of the chosen mediator, each Party paying 50% of the fees. The chosen mediator shall within thirty (30) calendar days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

#### 8. Default.

8.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide written Notice to the other Party.

8.2. Contents of the Notice of Default. The Notice of Default shall:

8.2.1. <u>Specific Claim</u>. Specify the claimed event of Default;

8.2.2. <u>Applicable Provisions.</u> Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;

8.2.3. <u>Materiality.</u> Identify why the Default is claimed to be material; and8.2.4. <u>Cure Period.</u> If appropriate, the City will propose in a Notice to Developer a

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time for Developer to cure the Default which shall be of no less than thirty (30) calendar days duration.

8.3. **Remedies.** As to any uncured Default, the parties shall submit the matter to mediation consistent with the procedures set forth in Section 5.6. If the parties are not able to resolve the Default by mediation, the parties may have the following remedies, except as otherwise specifically limited in this Agreement:

8.3.1. <u>Law and Equity</u>. All rights and remedies available at law and in equity, including, but not limited to, administrative or legal appeals, injunctive relief, and/or specific performance.

8.3.2. <u>Security.</u> The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
8.3.3. <u>Future Approvals.</u> The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Developer, until the Default has been cured.

8.4. **Emergency Defaults.** Notwithstanding anything in this Agreement to the contrary, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 8.3 without the requirements of Section 7.6. The City shall give specific written Notice to Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be provided with a full and fair opportunity to respond to the Notice.

8.5. **Default of Assignee.** A default of any obligations assumed by an assignee of Developer shall not be deemed a default of Developer.

8.6. Authority of City Inspectors. Nothing in this Section 8 shall be construed to limit the ability or authority of City's inspectors to assure compliance with construction standards and practices through the procedures applied generally to construction projects in the City.

9. <u>Notices.</u> All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

#### To the Developer:

Email: Phone:

### To the City:

Santaquin City Attn: City Manager Norm Beagley 110 South Center Street Santaquin, UT 84655 nbeagley@santaquin.org (801) 754-3200

#### With a Copy to:

Brett B. Rich Nielsen & Senior, P.C. P.O. Box 970663 Orem, UT 84097 bbr@ns-law.com (801) 701-7074 9.1. Effectiveness of Notice. Except as otherwise provided in this Agreement, each Notice shall be effective and shall be deemed delivered on the earlier of:

9.1.1. <u>Hand Delivery</u>. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.2. <u>Electronic Delivery</u>. Its actual receipt if delivered electronically by email, provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

9.1.3. <u>Mailing</u>. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this Agreement by giving written Notice to the other party in accordance with the provisions of this Section.

10. <u>Headings</u>. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidences of intent.

11. <u>No Third-Party Rights/No Joint Venture</u>. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer.

Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to, any third parties concerning any improvements to the Property, unless the City has accepted the dedication of such improvements, at which time all rights and responsibilities—except for warranty bond requirements for the dedicated public improvement, shall be the City's.

12. <u>Assignability</u>. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part, respectively, by Developer..

12.1. **Sale of Lots.** Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by Developer.

12.2. **Related Entity.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service in Section 165), or Developer's entry into a joint venture for the development of the Project shall also be deemed to be an "assignment" subject to the above-referenced approval by the City.

12.3. **Notice.** Developer shall give Notice to the City of any proposed assignment within fifteen (15) calendar days after the event has occurred and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

12.4. Partial Assignment. If any proposed assignment is for less than all of Developer's

Page 22 of 44

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 approved partial assignment, Developer shall not be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations herein.

13. **Insurance and Indemnification.** To the fullest extent permitted by law, Owner shall indemnify and hold harmless the City, which for purposes of the section includes its elected and appointed officials, representatives, officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses (including litigation expenses and attorneys' fees), and liabilities arising out of or related to (1) acts, errors or omissions of Owner or its agents, servants, employees, or contractors in performance of this Agreement. Nothing in this section shall be construed to mean that Owner shall defend, indemnify, or hold the City or its elected and appointed officials, representatives, officers, employees, and agents, harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted by the City for maintenance. Prior to any construction on the Property, Owner shall furnish or cause to be furnished to the City duplicate originals or appropriate certificates of insurance as might be required by the City's Vested Laws within the R-12 Residential zone.

13.1. **Hazardous, Toxic, and/or Contaminating Materials.** Owner further agrees to defend and hold the City and its elected and/or appointed boards, officers, agents, employees, and consultants, harmless from any and all claims, liability, costs, fines,

penalties, charges and/or claims of any kind whatsoever relating to the existence and removal of hazardous, toxic and/or contaminating materials on the Property, except where such claims, liability, costs, fines, penalties, charges and/or claims are due to the actions of the City.

14. **<u>Binding Effect</u>**. If Developer sells or conveys portions of the Property to Subdevelopers or related parties, the property so sold and conveyed shall bear the same rights, privileges, configurations, and conformity to the Concept Plan as applicable to such property and be subject to the same limitations and rights of the City as when owned by Developer, and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

15. <u>No Waiver</u>. Failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

16. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the Parties consider and intend that this Agreement shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement shall remain in full force and affect.

17. **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 therefor; acts of nature, governmental restrictions, regulations or controls, 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

Page 24 of 44

period equal to the duration of that prevention, delay or stoppage.

18. <u>**Time is of the Essence.</u>** Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.</u>

19. <u>Applicable Law</u>. This Agreement is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

20. <u>Venue</u>. Any action to enforce this Agreement shall be brought only in the Fourth District Court for the State of Utah, Provo Department.

21. <u>Entire Agreement</u>. This Agreement, including all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all Parties.

22. <u>Mutual Drafting</u>. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement.

23. <u>Recordation and Running with the Land</u>. This Agreement shall be recorded in the chain of title for the Project. This Agreement shall be deemed to run with the land. The data disk of the City's Vested Laws, shall not be recorded in the chain of title. A secure copy of City's Vested Laws shall not be filed with the City Recorder but each party shall have a copy.

24. <u>Authority</u>. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to Resolution No. \_\_\_\_\_\_ adopted by the City on \_\_\_\_\_, 20\_\_\_\_.

(This portion left blank intentionally.)

## SIGNATURE PAGE FOR DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their

respective, duly authorized representatives as of the day and year first herein above written.

### **DEVELOPER**:

Bv: Name: Title: MonageL 10-202 Date:

# STATE OF UTAH ) :ss. COUNTY OF UTAH )

On the 30 day of 0.100 , 2024, personally appeared before me Net 0.101 , who being by me duly sworn, did say that he/she is the Manager of NJC Development, a Utah 11C and that he/she signed the foregoing instrument, which was duly authorized by the company at a lawful meeting held by authority of its operating agreement.

NOTARY PUBLIC



# SIGNATURE PAGE FOR DEVELOPMENT AGREEMENT (CONT.)

CITY: SANTAQUIN CITY

By:	
Name:	
Title: Mayor	
Date:	

Attest: Amalie R. Ottley

City Recorder

#### CITY ACKNOWLEDGMENT

STATE OF UTAH ) :ss.

COUNTY OF UTAH )

On the <u>day of</u>, 2024, personally appeared before me <u>who</u> being by me duly sworn, did say that he is the Mayor of Santaquin City, a political subdivision of the State of Utah, and that he signed said instrument on behalf of the City by authority of its City Council.

NOTARY PUBLIC

# **TABLE OF EXHIBITS**

Exhibit "A"	Legal Description of Property
Exhibit "B"	Concept Plan
Exhibit "C"	Property Deeded to City
Exhibit "D"	Property Deeded to Developer
Exhibit "E"	Form of Conveyance Channel Easement
Exhibit "F"	Debris Basin Site Plan

# EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

#### PARCEL NUMBER 32:040:0077

COM S 62.75 FT & E 2695.07 FT FR SW COR. SEC. 6, T10S, R2E, SLB&M.; N 0 DEG 50' 0" W 422.72 FT; W 1486.78 FT; S 16 DEG 6' 49" E 80.6 FT; S 16 DEG 6' 39" E 56 FT; S 17 DEG 12' 55" E 110.52 FT; S 75 DEG 54' 50" W 100 FT; S 80 DEG 14' 25" W 56.52 FT; S 80 DEG 1' 28" W 114.23 FT; S 5 DEG 59' 48" E 76.49 FT; N 89 DEG 40' 41" W 82.57 FT; N 89 DEG 40' 41 " W 80 FT; N 89 DEG 40' 41" W 87 FT; N 89 DEG 40' 41" W 109 FT; S 11.65 FT; S 88 DEG 40' 0" E 2038.8 FT TO BEG.

AREA 14.273 AC.

LESS AND EXCEPTING THAT WHICH LIES IN SCENIC RIDGE ESTATES PHASE1 RECORDED IN THE UTAH COUNTY RECORDERS OFFICE ENTRY#31745-2024 FORMERLY PARCEL NUMBER 32-040-0042

#### PARCEL NUMBER 32:040:0078

COM N 759.97 FT & E 2656.09 FT FR SW COR. SEC. 6, T10S, R2E, SLB&M.; N 0 DEG 50' 0" W 401.29 FT; W 1055.99 FT; S 21 DEG 49' 56" E 70.08 FT; S 21 DEG 4S' 56" E 125.87 FT; S 21 DEG 49' 56" E 82 FT; S 65 DEG 10' 3" W 115 FT; S 57 DEG 5' 40" W 57.06 FT; S 62 DEG 6' 11" W 82.37 FT; S 62 DEG 6' 11" W 3.69 FT; S 64 DEG 57' 32" W 27.27 FT; S 15 DEG 14' 8" E 18.3 FT; E 1209.08 FT TO BEG.

AREA 9.598 AC.

LESS AND EXCEPTING THAT WHICH LIES IN SCENIC RIDGE ESTATES PHASE1. RECORDED IN THE UTAH COUNTY RECORDERS OFFICE. ENTRY#31745-2024 FORMERLY PARCEL NUMBER 32-040-0045

#### PARCEL NUMBER 32:040:0079

COM N 759.57 FT & E 2656.1 FT FR SW COR. SEC. 6, T10S, R2E, SLB&M.; W 1209.09 FT; S 15 DEG 14' 8" E 63.55 FT; S 15 DEG 14' 8" E 102.72 FT; S 15 DEG 14' 8" E 140.04 FT; S 78 DEG 17' 57" W 136.39 FT; S 78 DEG 17' 57" W 108.26 FT; S 78 DEG 17' 57" W 4 FT; S 76 DEG 45' 7" W 76.46 FT; S 76 DEG 45' 7" W 43.32 FT; S 16 DEG 6' 49" E 27.76 FT; E 1486.78 FT; N 0 DEG 50' 0" W 400.13 FT TO BEG.

AREA 11.215 AC.

LESS AND EXCEPTING THAT WHICH LIES IN SCENIC RIDGE ESTATES PHASE1. RECORDED IN THE UTAH COUNTY RECORDERS OFFICE. ENTRY#31745-2024 FORMERLY PARCEL NUMBER 32-040-0047

#### PARCEL NUMBER 32:040:0080

COM N 1161.22 FT & E 2650.26 FT & W 1055.98 FT FR SW COR. SEC. 6, T10S, R2E, SLB&M.; N 21 DEG 49' 57" W 144.24 FT; ALONG A CURVE TO L (CHORD BEARS: N 42 DEG 49' 36" E 8.43 FT, RADIUS -- 1763.98 FT); N 41 DEG 46' 2" E .27 FT; ALONG A CURVE TO R (CHORD BEARS: N 84 DEG 21' 40" E 24.36 FT, RADIUS -- 18 FT); S 53 DEG 2' 40" E 36.16 FT; N 25 DEG 27' 26" E 63.07 FT; N 13 DEG 32' 48" E 86.11 FT; N 89 DEG 46'36" E 276.49 FT; S 47 DEG 59' 40" E 142.48 FT; N 89 DEG 46' IS" E 612.72 FT; S 0 DEG 0'55 W 169.28 FT; W 1048.71 FT TO BEG.

AREA 4.845 AC.

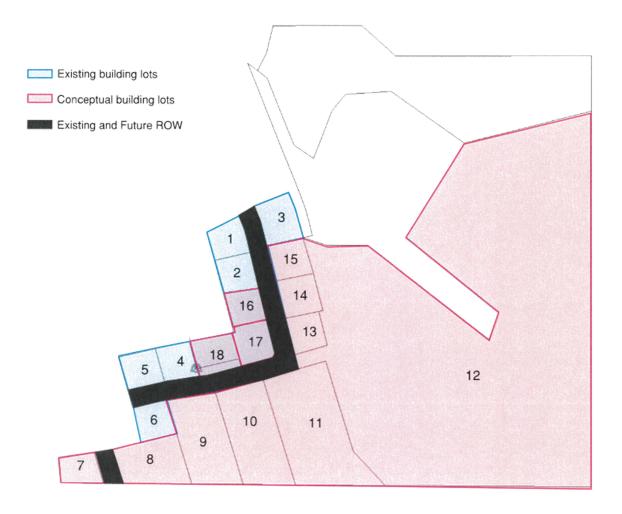
LESS AND EXCEPTING THAT WHICH LIES IN SCENIC RIDGE ESTATES PHASE1. RECORDED IN THE UTAH COUNTY RECORDERS OFFICE. ENTRY#31745-2024 FORMERLY PARCEL NUMBER 32-040-0070.

PARCEL NUMBER 66:991:0007

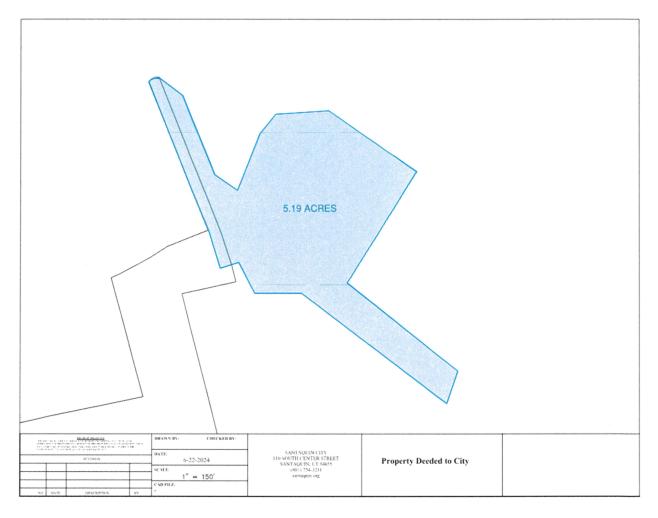
LOT 7, SCENIC RIDGE ESTATES SUBDIVISION PHASE 1

CONTAINING 40,807 S.F. OR 0.94 AC.

# EXHIBIT B CONCEPT PLAN



**EXHIBIT C Property Dedicated to City** 



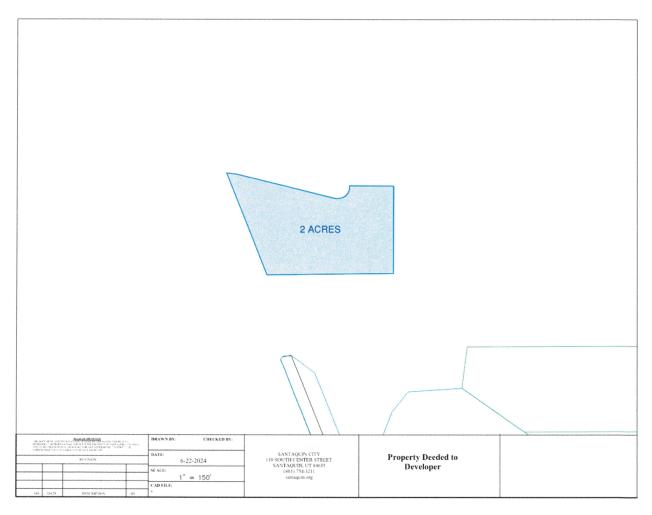
#### **Legal Description:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT 1772.44 FEET SOUTH 89° 40' 47" EAST AND 770.91 FEET NORTH FROM THE SOUTHWEST CORNER OF SECTION 6, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 3 SCENIC RIDGE ESTATES SUBDIVISION PAHSE 1; THENCE NORTH 77° 32' 20" EAST 30.01 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTHERLY ALONG SAID EAST LINE THE FOLLOWING SIX (6)COURSES (1) NORTH 14° 09'41" WEST 42.81 FEET TO THE BEGINNING OF A 672.82 FOOT RADIUS CURVE TO THE LEFT (2) 91.17 FEET (DELTA=7° 45' 49" CHORD BEARS NORTH 18° 02' 36" WEST 91.10 FEET); (3) NORTH 21° 55' 30" WEST 20.28 FEET; (4) NORTH 21° 50' 02" WEST 420.91 FEET; TO A POINT ON AN 18.00 FOOT RADIUS CURVE TO THE RIGHT (5) 2.21 FEET (DELTA=7° 01' 38" CHORD BEARS SOUTH 56° 33' 51" EAST 2.21 FEET; (6) SOUTH 53° 02' 45" EAST 36.16 FEET; THENCE SOUTH 52° 05'34" EAST 37.97 FEET; THENCE SOUTH 21° 48' 05" EAST 224.86 FEET; THENCE SOUTH 55° 33' 08" EAST 74.42 FEET; THENCE NORTH 21° 09' 34" EAST 159.70 FEET; THENCE NORTH 39° 10'39" EAST 67.17 FEET; THENCE NORTH 86° 09' 30" EAST 141.31 FEET; THENCE SOUTH 55° 01' 20" EAST 281.63 FEET; THENCE SOUTH 31° 45' 55" WEST 346.17 FEET; THENCE SOUTH 51° 20' 25" EAST 372.37 FEET; THENCE SOUTH 19° 16' 30" WEST 91.16 FEET; THENCE NORTH 52° 21' 00" WEST 479.34 FEET; THENCE WEST 126.45 FEET; THENCE NORTH 72° 26' 09" WEST 80.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 226,097 S.F. OR 5.19 AC.

EXHIBIT D Property Deeded to Developer



#### **Legal Description:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 10 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS.

Beginning at a point 1117.54 feet South 00° 06' 06' East along the section line and 1538.32 feet East from the West Quarter Corner of Section 6 Township 10 Range 2 East Salt Lake Base and Meridian

Thence, North 21° 51' 17" West for a distance of 290.23 feet to a point on a line; Thence, South 75° 34' 54" East for a distance of 100.16 feet to a point on a line; Thence, South 77° 00' 38" East for a distance of 190.90 feet to the beginning of a non-tangential curve; Said curve turning to the left through an angle of 96° 50' 25", having a radius of 34.90 feet, and whose long chord bears North 50° 40' 00" East for a distance of 52.22 feet to a point of intersection with a non-tangential line; Thence, South 89° 30' 29" East for a distance of 117.14 feet to a point on a line; Thence South 00° 02' 46" East a distance of 230.47 feet; Thence, South 89° 27' 26" West for a distance of 332.70 feet to the point of beginning

 $\pm 2.0 \ acres$ 

#### **Exhibit E** Form of Conveyance Channel Easement

When Recorded Return to: Santaquin City Corporation 110 South Center Street Santaquin, Utah 84655

#### **Conveyance Channel Easement**

NJC Development, LLC, a Utah limited liability company, GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby Grant to Santaquin City Corporation, a municipal corporation organized and existing under the laws of the State of Utah, a perpetual easement with the right to construct, install, inspect, maintain, operate, repair, protect, remove and replace pipelines, access roads, conveyance channel armoring, and other similar facilities and appurtenances related to the conveyance channel, over, across, under, and through the following described real property (the "Conveyance Channel Easement"):

Legal Description:

Containing 20.00 feet to either side of a centerline described as follows

Beginning at a point North 172.69 feet and West 655.49 feet from the South Quarter corner of Section 6 Township 10 Range 2 East Salt Lake Base and Meridian.

Thence 169.70 Feet North 20° 59' 42" West to a point on a line; Thence 364.60 feet North 14° 07' 56" West to a point on a line; Thence 172.25 feet North 17° 16'14" West to the end point.

Any facilities contemplated hereunder shall be maintained, with the right of ingress and egress to and from said Conveyance Channel Easement for the purpose described herein. During temporary periods, the Grantee may use such portion of the property along and adjacent to said Conveyance Channel Easement as may be reasonably necessary in connection with the construction, maintenance, inspection, repair, removal, or replacement of the Conveyance Channel. To the extent practicable, Grantee will give Grantor a minimum one week notice prior to accessing the Conveyance Channel. In the event of an emergency or in the event of other circumstances requiring access to the conveyance without giving one week notice, Grantee will do its best to notify the owner of its need to immediately access the Conveyance Channel.

All construction work of the Conveyance Channel and related facilities in the easement by Grantee shall be done in a good and workmanlike manner and in accordance with Santaguin City Corporation's standards and specifications and shall be done to minimize the impact on the Easement property to the extent reasonably possible. Grantee as a condition to the granting of the easements shall pay damages, restore or replace in kind, at the Grantee's discretion and at Grantee's expense, fences, crops, underground pipes, and other improvements in the event such are damaged by the construction, maintenance, repair, replacement, or removal of the facilities.

The Grantor shall not build or construct, nor permit to be built or constructed, any building, bridge, concrete, paving, or other similar improvement over, across, or under the said Conveyance Channel Easement, nor change the contour thereof, nor install landscaping or apply irrigation water on the easement without written consent of the Grantee. This Conveyance Channel Easement grant shall be binding upon Grantor, its successors and assigns, and shall inure to the benefit of Grantee, its successors and assigns, and may be assigned in whole or in part by the Grantee.

Grantee shall save and hold Grantor harmless from any and all liability for personal injury and property damage resulting from, or in any way connected with, the said Conveyance Channel, or any related facilities or activities conducted or located within the said easement, except to the extent that such liability for personal injuries or property damage is caused by the negligence, intentional act, or wrongdoing of Grantor or Owner, or any representatives or successors thereof.

It is hereby understood that any party securing this Grant on behalf of the Grantee is without authority to make any representations, covenants, or agreements not herein expressed.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand of said Grantor, this 30 day of \_\_\_\_\_\_, 2024.

NJC Development, LLC, a Utah

limited liability company

By: Meil Craig Its: monague

STATE OF UTAH

COUNTY OF UTAH

The

) ss.

)

)

Notary Public AMALIE ROSE OTTLEY Notary Public, State of Utah Commission #732722 My Commission Expires 04/12/2028

Agreed and accepted by:

Santaquin City Corporation

Daniel M. Olson, Mayor

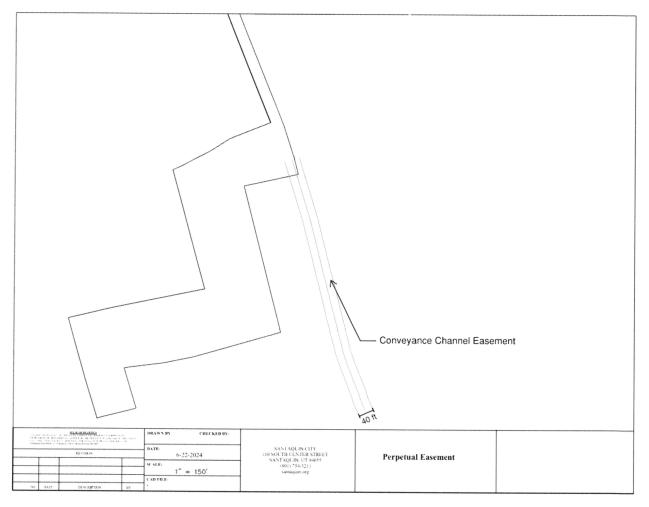
Attest:

Amalie R. Ottley, City Recorder

STATE OF UTAH ) ) ss. COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2024, by Daniel M. Olson, the Mayor of Santaquin, Utah, and signer of the foregoing instrument on behalf of Santaquin City.

Notary Public



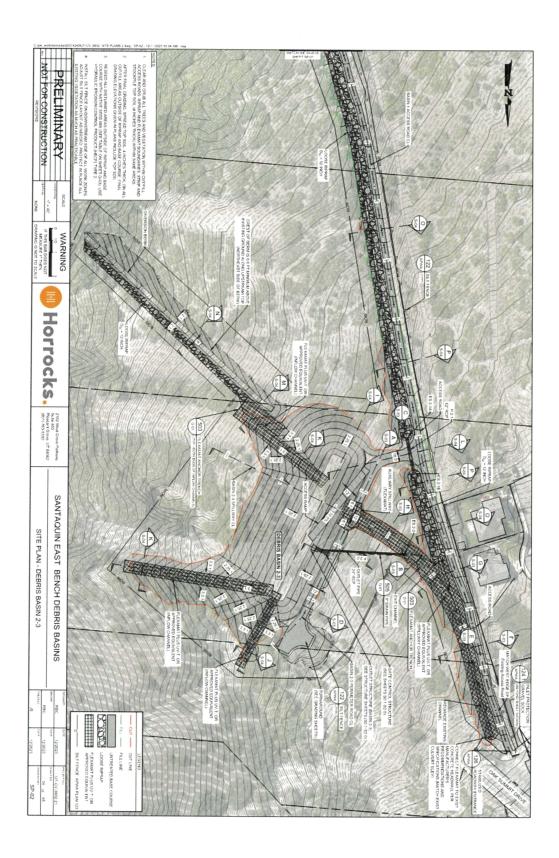
Legal Description:

Containing 20.00 feet to either side of a centerline described as follows

Beginning at a point North 172.69 feet and West 655.49 feet from the South Quarter corner of Section 6 Township 10 Range 2 East Salt Lake Base and Meridian.

Thence 169.70 Feet North 20° 59' 42" West to a point on a line; Thence 364.60 feet North 14° 07' 56" West to a point on a line; Thence 172.25 feet North 17° 16'14" West to the end point.

#### EXHIBIT "F" Debris Basin Site Plan



### MEMORANDUM

To: Planning Commission

From: Aspen Stevenson, Planner

Date: November 12, 2024

#### RE: Stratton Meadows Subdivision Preliminary



Zone: R-10 Size: 11.84 Acres Lots: 37

The Stratton Meadows Subdivision is located at 800 N 200 E. The proposed subdivision is in the R-10 Residential zone, with thirty-seven lots on 11.84 acres. Lots within the R-10 zone must have a minimum lot size of 10,000 square feet and a minimum lot width of 80 feet. Corner lots have a minimum frontage of 95 feet. The proposed lots range from 0.231 acres (10,044 square feet) to 0.292 acres (12,740 square feet), and the lot frontages range from 80.00 feet to 109.62 feet. All requirements in the R-10 zone (SCC 10.20.080) are being met.

On October 22, 2024, the Development Review Committee (DRC) reviewed the preliminary plans for the Stratton Meadows Subdivision and forwarded a favorable recommendation to the Planning Commission, on the condition that redlines be addressed. The applicant has submitted updated plans (attachment 2), with a few minor redlines on the plat that can be fixed with the final plat review. Minor issues include closure edits on a few lots that will not affect the design or layout of the lots, and the mailbox easement needs to be removed.

This review is for the Planning Commission to determine whether the proposed subdivision complies with the Santaquin City Code. The Planning Commission is the land use authority for preliminary subdivision applications.

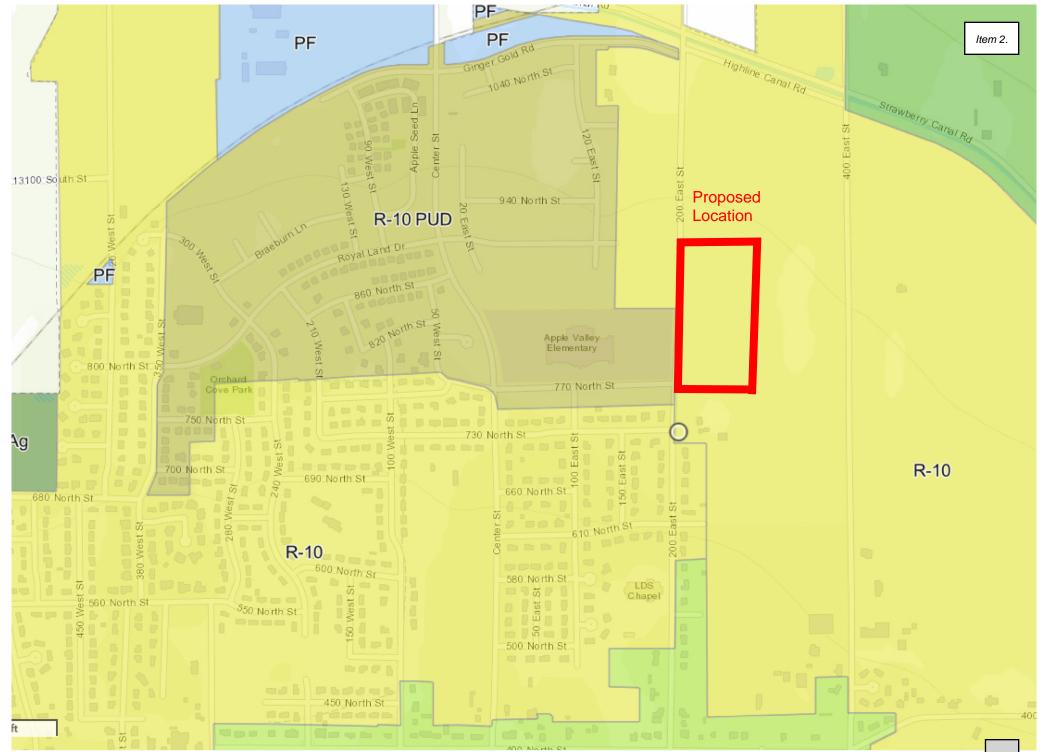
#### **Findings**

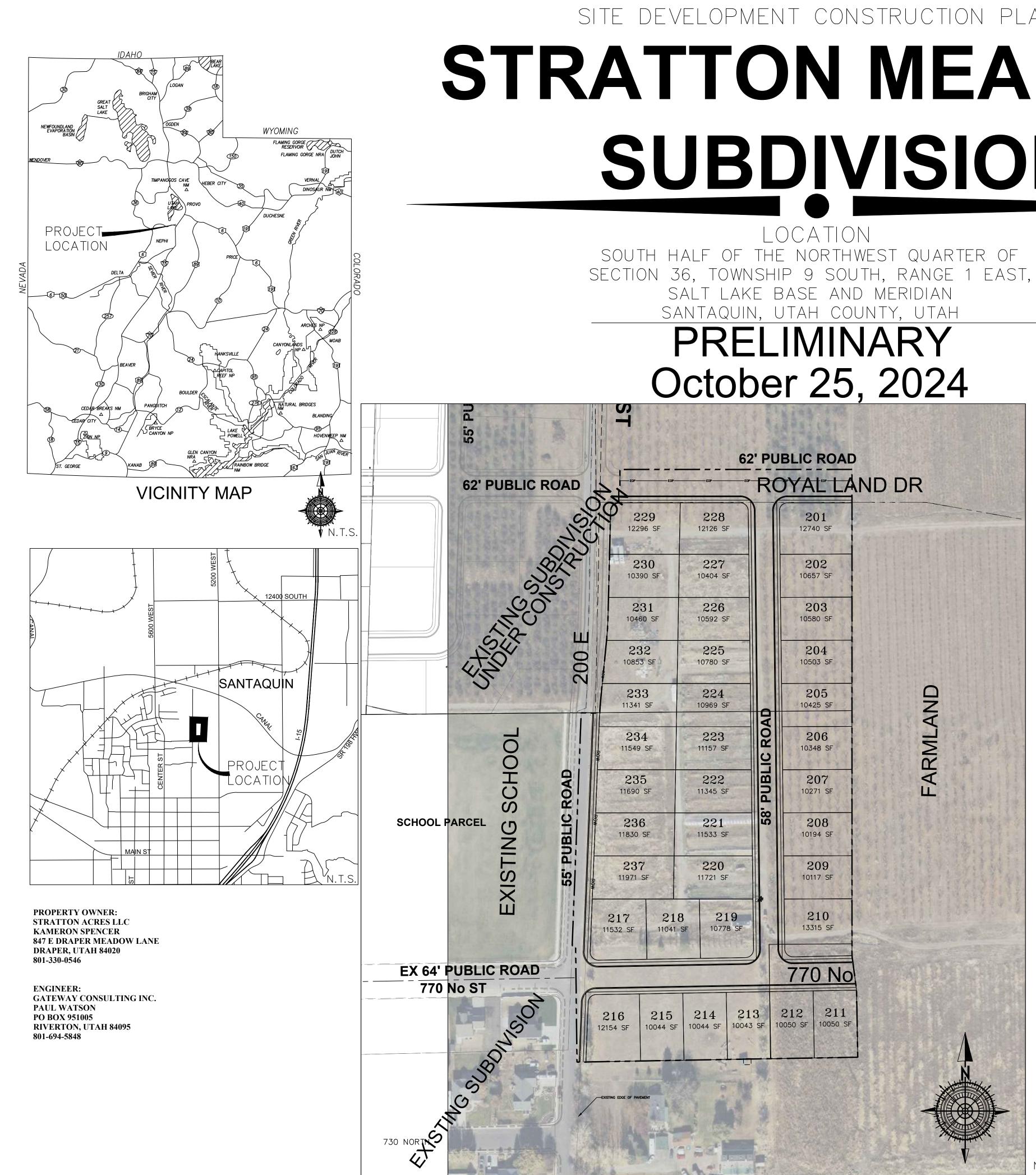
- 1. The subdivision plans meet the requirements of the R-10 Zone (SCC 10.20.080).
- 2. The subdivision plans meet all Engineering and Public Works requirements found in the Santaquin City Standard Specifications and Drawings.
- 3. All applicable requirements in Santaquin City Title 11 (Subdivision Regulations) have been met.
- 4. The subdivision has followed the subdivision review process in SCC 11.20.020 and preliminary plans have received a favorable recommendation from the DRC.

**Recommended Motion:** "Motion to approve the preliminary plans for the Stratton Meadows Subdivision with the following conditions: that the redlines on the plat be addressed at final plat and that the developer submits USPS acknowledgment on the amount and location of the cluster mailboxes before final plans are submitted."

#### **Attachments:**

- 1. Zoning and Location Map
- 2. Preliminary Plans



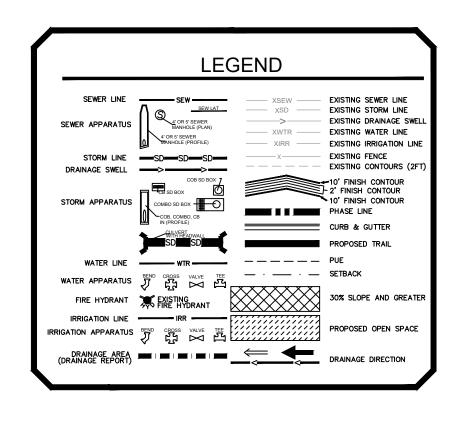


# SITE DEVELOPMENT CONSTRUCTION PLANS **STRATTON MEADOW** SUBDIVISION

NOTE:

The Developer and the General Contractor understand that it is his/her responsibility to ensure that all improvements installed within this development are constructed in full compliance with all State and SANTAQUIN City Codes, Ordinances and Standards. These plans are not all inclusive of all minimum codes, ordinances and standards. This fact does not relieve the Developer or General Contractor from full compliance with all minimum State and Santaquin City Codes, Ordinances and Standards'. NOTE:

All recommendations made in a pertinent geotechnical report/study shall be followed explicitly during construction of buildings and site improvements.



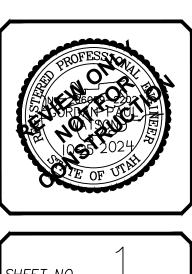
N.T.S.

	REVISIC	NS	
#	DESCRIPTION	DATE	SHEETS AFFECTED

	INDEX OF SHEETS
1	
1	
1A	PROJECT NOTES
	BOUNDARY SURVEY
2	EXISTING CONDITIONS/DEMOLITION PLAN
3	OVERALL SITE PLAN
G1-G2	GRADING SHEETS (1"=30')
U1	CULINARY WATER UTILITY PLAN
U2	SANITARY SEWER UTILITY PLAN
U3	STORM WATER UTILITY PLAN
U4	IRRIGATION UTILITY PLAN
DRAIN	SITE DRAINAGE PLAN
SS1	LIGHTING / SIGNAGE /STRIPING PLAN
PP1	ROYAL LAND DRIVE
PP2	200 EAST STREET
PP3	260 EAST STREET
PP4	800 NORTH STREET
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
ER1-ER2	EROSION CONTROL NOTES AND DETAILS
D1	STREET DETAILS
D2	SANITARY SEWER DETAILS
D3	CULINARY WATER DETAILS
D4	STORM WATER DETAILS
D5	PRESSURIZED IRRIGATION DETAILS
D6	STREET LIGHT AND SIGNAGE DETAILS

ZONE	R-10
LOTS	37
ACREAGE	11.84 ac.
ACREAGE LOTS	8.08 ac.
ACREAGE ROW	3.76 ac.
DENSITY	<b>3.12 lots to the ac.</b>





Item 2.

# **Construction Notes**

shown or not shown. necessary permits. conferences. and OSHA standards. **CITY standards.** painted green. into the curb above. painted blue.

NOTE:

# CONSTRUCTION NOTES

1. All work to be done in conformity to SANTAQUIN CITY standards and specification and as directed by the SANTAQUIN CITY engineer or his representatives. 2. All sewer and water system construction shall be in accordance with SANTAQUIN CITY standards and specifications. Contractor to obtain current standards from the SANTAQUIN CITY.

**3.** Contractor shall contact blue stakes prior to beginning construction, to facilitate the location and identification of existing underground utilities. 4. Contractor responsible for protection of all utilities

5. Contractor shall be responsible to obtain and pay for

6. Contractors shall attend all pre-construction

7. Contractor shall be responsible for all public safety

8. Contractor shall field verify locations and invert elevations of all existing sewer facilities and other utilities prior to building or staking any new sewer lines. 9. Location and installation of gas, power, telephone, and cable lines to be done in accordance with SANTAQUIN CITY standards.

**10.** All culinary water lines shall be per SANTAQUIN 11. Minimum depth for culinary waterlines from the

final grade to the top of the pipe is 4 feet, unless otherwise noted on the plan and profile sheets. 12. Minimum spacing between waterlines and sewer

lines is 10 feet horizontally or 12 inches vertically (in times of crossing the waterline shall be above the sewer line). All other utilities shall be spaced a minimum distance of 12 inches from the waterline.

13. All ductile iron valves, hydrants, and buried fittings shall be wrapped with 8 mil thick polyethylene film tube or sheet. The film shall be held in place by and approved adhesive tape, equal to scotchrap no. 50. All

fittings and valves requiring wrapping shall be wrapped prior to placing concrete thrust blocking. All valves are to be flanged to the adjacent fittings.

14. Sanitary sewer laterals shall extend into each lot 15' and be marked with a 2" by 4" board with the top 12"

**15.** All sewer laterals will be marked with a "S" stamped 16. Culinary water laterals shall extend into each lot 15'

and be marked with a 2" by 4" board with the top 12" **17.** All culinary water laterals will be marked with a

"W" on the curb above. **18.** Contractor to verity as build sewer laterals for

building FF design. Existing sewer lateral to govern.

MISC CONSTRUCTION NOTES

THE CONTRACTOR SHALL CAREFULLY READ ALL OF THE NOTES AND SPECIFICATIONS, THE CONTRACTOR SHALL BE SATISFIED AS TO THEIR TRUE MEANING AND INTENT AND SHALL BE RESPONSIBLE FOR COMPLYING WITH EACH.

#### GENERAL NOTES:

SANTAQUIN CITY STANDARD SPECIFICATIONS, LATEST EDITION, AND ALL AMENDMENTS THERETO UNLESS OTHERWISE STATED. TO DATE, AND THE UTAH PUBLIC WORKS GENERAL CONDITIONS AND STANDARD SPECIFICATIONS FOR CONSTRUCTION IN ITS LATEST EDITION (UPW), THE M.U.T.C.D. MANUAL FOR STRIPING AND LAND DISTURBANCE, AND THE MANUAL FOR EROSION CONTROL, WHERE APPLICABLE.

PRIOR TO PERFORMING ANY WORK, THE CONTRACTOR SHALL CONTACT SANTAQUIN CITY FOR A PRE-CONSTRUCTION CONFERENCE.

MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THAT THE WORK ACKNOWLEDGE THAT THEY HAVE NOT RELIED SOLELY UPON OWNER OR ENGINEER BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE FURNISHED INFORMATION REGARDING SITE CONDITIONS IN PREPARING AND SUBMITTING 2) CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES THEIR BID. OR AMBIGUITIES WHICH MAY EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S INTERPRETATION THEREOF SHALL BE CONCLUSIVE.

4) WHERE THE PLANS OR SPECIFICATIONS DESCRIBE PORTIONS OF THE WORK IN GENERAL TERMS BUT NOT IN COMPLETE DETAIL, IT IS UNDERSTOOD THAT ONLY THE BEST GENERAL PRACTICE IS TO PREVAIL AND THAT ONLY MATERIALS AND WORKMANSHIP OF THE FACILITIES AND TELEPHONE SERVICES AS REQUIRED FOR THE CONTRACTORS USE DURING CONSTRUCTION. OF EXCAVATIONS, OR FORMATION OF "QUICK" CONDITIONS OR "BOILS", DOES NOT OCCUR. FIRST QUALITY ARE TO BE USED.

5) THE CONTRACTOR SHALL BE SKILLED AND REGULARLY ENGAGED IN THE GENERAL 12) THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE CLASS AND TYPE OF WORK CALLED FOR IN THE PROJECT PLANS AND SPECIFICATIONS. WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ENGINEER. THEREFORE, THE OWNER IS RELYING UPON THE EXPERIENCE AND EXPERTISE OF THE CONTRACTOR, IT SHALL BE EXPECTED THAT PRICES PROVIDED WITHIN THE CONTRACT 13) THE CONTRACTOR SHALL EXERCISE DUE CAUTION AND SHALL CAREFULLY PRESERVE DOCUMENTS SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY AND PROPER FOR THE BENCH MARKS, CONTROL POINTS, REFERENCE POINTS AND ALL SURVEY STAKES, AND SHALL DISPOSAL OF WATER FROM CONSTRUCTION DEWATERING ACTIVITIES, IT SHALL BE OBTAINED WORK CONTEMPLATED AND THAT THE WORK BE COMPLETED IN ACCORDANCE WITH THEIR BEAR ALL EXPENSES FOR REPLACEMENT AND/OR ERRORS CAUSED BY THEIR UNNECESSARY BY THE CONTRACTOR PRIOR TO ANY DEWATERING ACTIVITIES. TRUE INTENT AND PURPOSE.

THE CONTRACTOR SHALL BE COMPETENT, KNOWLEDGEABLE AND HAVE SPECIAL SKILLS ON THE NATURE, EXTENT AND INHERENT CONDITIONS OF THE WORK TO BE PERFORMED. 14) THE CONTRACTOR AGREES THAT: CONTRACTOR SHALL ALSO ACKNOWLEDGE THAT THERE ARE CERTAIN PECULIAR AND INHERENT CONDITIONS EXISTENT IN THE CONSTRUCTION OF THE PARTICULAR FACILITIES, WHICH MAY CREATE DURING THE CONSTRUCTION PROGRAM UNUSUAL OR PECULIAR UNSAFE CONDITIONS HAZARDOUS TO PERSONS. PROPERTY AND THE ENVIRONMENT CONTRACTOR SHALL BE AWARE OF SUCH PECULIAR RISKS AND HAVE THE SKILL AND EXPERIENCE TO FORESEE AND TO ADOPT PROTECTIVE MEASURES TO ADEQUATELY AND SAFELY PERFORM THE CONSTRUCTION WORK WITH RESPECT TO SUCH HAZARDS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LICENSES REQUIRED FOR THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS AND CONDITIONS OF ALL PERMITS AND APPROVALS APPLICABLE TO THIS PROJECT. THE CONTRACTOR SHALL ENSURE THAT THE NECESSARY RIGHTS-OF-WAY. EASEMENTS. AND/OR PERMITS ARE SECURED PRIOR TO CONSTRUCTION.

7) CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT WHERE APPLICABLE FOR ANY WORK DONE WITHIN RIGHTS-OF-WAY OR EASEMENTS FROM SANTAQUIN CITY AND UDOT CONTRACTOR SHALL NOTIFY CITY, COUNTY, AND/OR STATE, 24 HOURS IN ADVANCE OF COMMENCING THE WORK, OR AS REQUIRED BY SAID PERMITS.

8) THE CONTRACTOR SHALL, AT THE TIME OF BIDDING, AND THROUGHOUT THE PERIOD OF THE CONTRACT. BE LICENSED IN THE STATE OF UTAH AND SHALL BE BONDABLE FOR AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT BID AND TO DO THE TYPE OF WORK CONTEMPLATED IN THE PLANS AND SPECIFICATIONS. CONTRACTOR SHALL BE SKILLED JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, AND REGULARLY ENGAGED IN THE GENERAL CLASS AND TYPE OF WORK CALLED FOR IN THE PLANS AND SPECIFICATIONS.

THEMSELVES BY PERSONAL EXAMINATION OR BY SUCH OTHER MEANS AS THEY MAY PREFER, ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE DEPTH OF 4' OR MORE. FOR EXCAVATIONS 4 FEET OR MORE IN DEPTH, THE OF THE LOCATION OF THE PROPOSED WORK, AND OF THE ACTUAL CONDITIONS OF AND AT OF THE OWNER OR THE ENGINEER. THE SITE OF WORK.

#### IF. DURING THE COURSE OF THEIR EXAMINATION, A BIDDER FINDS FACTS OR CONDITIONS PLANS AND SPECIFICATIONS, THEY SHALL CONTACT THE ENGINEER FOR ADDITIONAL INFORMATION AND EXPLANATION BEFORE SUBMITTING THEIR BID.

IF AWARDED THE CONTRACT, THEY HAVE RELIED AND ARE RELYING ON THEIR OWN EXAMINATION OF (1) THE SITE OF THE WORK, (2) ACCESS TO THE SITE, AND (3) ALL OTHER PRICE BID FOR ALL PIPE CONSTRUCTION. THE STATIC WATER LEVEL SHALL BE DRAWN DOWN DATA AND MATTERS REQUISITE TO THE FULFILLMENT OF THE WORK AND ON THEIR OWN KNOWLEDGE OF EXISTING FACILITIES ON AND IN THE VICINITY OF THE SITE OF THE WORK TO BE CONSTRUCTED UNDER THIS CONTRACT. THE INFORMATION PROVIDED BY THE OWNER OR THE ENGINEER IS NOT INTENDED TO BE A SUBSTITUTE FOR OR A SUPPLEMENT TO THE INDEPENDENT VERIFICATION BY THE CONTRACTOR TO THE EXTENT SUCH INDEPENDENT INVESTIGATION OF SITE CONDITIONS IS () IT IS INTENDED THAT THESE PLANS AND SPECIFICATIONS REQUIRE ALL LABOR AND DEEMED NECESSARY OR DESIRABLE BY THE CONTRACTOR. CONTRACTOR SHALL

OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.

LOSS OR DISTURBANCE.

- THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH PHASE OF WORK.
- B. THEY SHALL BE RESPONSIBLE TO REMOVE AND DISPOSE OF ALL TRASH. SCRAP
- THEY SHALL BE RESPONSIBLE TO MAINTAIN THE SITE IN A NEAT, SAFE AND

ORDERLY MANNER AT ALL TIMES.

- THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB. FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM THE FINAL PAYMENT.
- THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL,
- UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY DISPOSED OF OFF SITE AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR INCLUDING SAFETY OF ALL PERSONS AND PROPERTY: THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY 9) CONTRACTOR SHALL INSPECT THE SITE OF THE WORK PRIOR TO BIDDING TO SATISFY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK

> 16) DUST TO BE CONTROLLED 24 HOURS PER DAY, 7 DAYS PER WEEK, AS CONDITIONS DICTATE, WITH A WATER TRUCK.

17) CONSTRUCTION STAKING FOR LIMITS OF DISTURBANCE INCLUDING CONSTRUCTION AND SILT FENCES, GRADING, CURB, GUTTER, SIDEWALK, SANITARY SEWER, STORM DRAIN. WATER. AND ELECTROLIERS MAY BE DONE BY AWARDED SURVEYOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER FORTY-EIGHT (48) HOURS IN ADVANCE OF THE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN NEED FOR STAKING. ANY STAKING REQUESTED BY THE CONTRACTOR OR THEIR SUBCONTRACTORS INSTALLATION. THE EXACT LOCATION SHALL BE DETERMINED BY CAREFUL PROBING OR HAND THAT IS ABOVE AND BEYOND STANDARD STAKING NEEDS, WILL BE SUBJECT TO AN EXTRA WORK DIGGING; AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR BACK CHARGE TO THE CONTRACTOR.

18) FOR ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY OR EASEMENTS, THE CONTRACTOR AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO SHALL PRESERVE THE INTEGRITY AND LOCATION OF ANY AND ALL PUBLIC UTILITIES AND THE START OF ACTUAL EXCAVATION. PROVIDE THE NECESSARY CONSTRUCTION TRAFFIC CONTROL. CONTRACTOR SHALL, 5) IN CASES OF HIGH GROUNDWATER, IT SHALL BE THE CONTRACTOR'S RESPONSIBI THROUGH THE ENCROACHMENT PERMIT PROCESS, VERIFY WITH THE NECESSARY REGULATORY TO USE RUBBER GASKET JOINTS ON ALL PRE CAST PIPES. THE COST FOR RUBBER GASKET AGENCIES THE NEED FOR ANY TRAFFIC ROLITING PLAN IF A PLAN IS REQUIRED CONTRACTOR SHALL PROVIDE A PLAN AND RECEIVE PROPER APPROVALS PRIOR TO BEGINNING CONSTRUCTION. JOINTS SHALL BE INCLUDED IN THE UNIT PRICES OF PIPE. 6) THE CONTRACTOR SHALL PROVIDE CLAY DAMS IN UTILITY TRENCHES TO PREVENT 19) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SCHEDULING CHANNELING OF SUBSURFACE WATER, DURING AND AFTER CONSTRUCTION. INSPECTION AND TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL CONSTRUCT CLAY DAMS AT THE TOP OF GRADE BREAKS AND AT THE FOLLOWING INTERVALS: TESTING SHALL CONFORM TO THE REGULATORY AGENCY'S STANDARD SPECIFICATIONS. ALL \* TRENCHES WITH SLOPES < 10% = DAMS AT 500' INTERVALS TESTING AND INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR RE-\* TRENCHES WITH SLOPES > 10% = DAMS AT 100' INTERVALS INSPECTION SHALL BE PAID FOR BY THE CONTRACTOR. 20) IF EXISTING IMPROVEMENTS NEED TO BE DISTURBED AND OR REMOVED FOR THE PROPER PLACEMENT OF IMPROVEMENTS TO BE CONSTRUCTED BY THESE PLANS. THE 7) IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF ADEQUATE

DAMAGE. COST OF REPLACING OR REPAIRING EXISTING IMPROVEMENTS SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEMS REQUIRING REMOVAL AND/OR REPLACEMENT OF EXISTING IMPROVEMENTS. THERE WILL BE NO EXTRA COST DUE THE CONTRACTOR FOR REPLACING OR REPAIRING EXISTING IMPROVEMENTS.

21) WHENEVER EXISTING FACILITIES ARE REMOVED, DAMAGED, BROKEN, OR CUT IN THE CONNECTION TO THE SEWER MAIN. INSTALLATION OF THE WORK COVERED BY THESE PLANS OR SPECIFICATIONS. SAID FACILITIES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. AFTER PROPER BACKFILLING AND/OR CONSTRUCTION, WITH MATERIALS EQUAL TO OR BETTER THAN THE 9) ALL EXISTING WATER VALVES TO BE OPERATED UNDER THE DIRECTION OF SANTAQUIN CITY PUBLIC WORKS DEPARTMENT PERSONNEL ONLY. MATERIALS USED IN THE ORIGINAL EXISTING FACILITIES. THE FINISHED PRODUCT SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER, THE ENGINEER, AND THE RESPECTIVE REGULATORY AGENCY.

22) THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT TITTINGS AND THRUST BLOCKS. RECORD DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND 11) THE CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST 48 HOURS OTHER FACILITIES. THE AS-BUILTS OF THE ELECTRICAL SYSTEM SHALL INCLUDE THE STREET PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR LIGHT LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH THE REGULATORY AGENCY STANDARD SPECIFICATIONS. CONNECTIONS TO SERVICES, PULLBOXES, AND WIRE SIZES. AS-BUILT RECORD DRAWINGS SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL 12) ALL UNDERGROUND UTILITIES SHALL BE IN PLACE PRIOR TO INSTALLATION OF CURB, IMPROVEMENTS CONSTRUCTED. WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE GUTTER AND STREET PAVING. PREPARED AND SUBMITTED BY THE CONTRACTOR.

PRIOR TO ACCEPTANCE OF THE PROJECT, THE CONTRACTOR SHALL DELIVER TO THE ENGINEER, ONE SET OF NEATLY MARKED AS-BUILT RECORD DRAWINGS SHOWING THE INFORMATION REQUIRED ABOVE. AS-BUILT RECORD DRAWINGS SHALL BE REVIEWED AND THE COMPLETE AS-BUILT RECORD DRAWING SET SHALL BE CURRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO FINAL PROGRESS PAYMENT APPROVAL AND/OR FINAL ACCEPTANCE.

ACCEPTANCE OF THE REGULATORY AGENCY RESPONSIBLE FOR OPERATION AND/OR MOISTURE. MAINTENANCE OF SAID EASEMENTS AND/OR RIGHTS-OF-WAY.

24) BENCHMARK: ELEVATION: 4759.858 DESCRIPTION: NORTHEAST CORN SEC 36, T9S, R1E, SLB&M FOUND 3" BRASS CAP

CLEARING AND GRADING NOTES

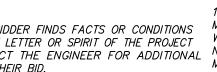
1) CONTRACTOR SHALL PERFORM EARTHWORK IN ACCORDANCE WITH SANTAQUIN CITY STANDARD SPECIFICATIONS, AND THE RECOMMENDED EARTHWORK SPECIFICATIONS FOUND IN THE LATEST REPORT OF GEOTECHNICAL INVESTIGATION.

2) THE EXISTING TOPOGRAPHY SHOWN ON THESE PLANS IS BASED ON A TOPO SURVEY SUPPLIED BY THE OWNER.

5) PRIOR TO FINAL ACCEPTANCE OF THE IMPROVEMENTS BUILT TO THESE PLANS AND 3) THE OWNER SHALL PROVIDE A TEMPORARY EROSION CONTROL PLAN AND OBTAIN ALL ŚPECIFICATIONS THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE PERMITS REQUIRED BY SANTAQUIN CITY CITY, AND THE STATE OF UTAH FOR TEMPORARY EROSION CONTROL. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE OWNER, CITY OF SANTAQUIN, AND POWER CO. TO HAVE THE ELECTRICAL SYSTEM ALL TEMPORARY EROSION CONTROL AND MAINTENANCE, AND SHALL PROVIDE EROSION AND AND ALL STREET LIGHTS ENERGIZED. SEDIMENT CONTROL FORMS TO THE CITY. FOR ADDITIONAL EROSION CONTROL INFORMATION, SEE "EROSION CONTROL/REVEGETATION PLAN" SHEETS AND REPORTS. 6) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL STRIPING

4) SUBSOIL INVESTIGATIONS HAVE BEEN CONDUCTED AT THE SITE OF THE WORK. SOIL INVESTIGATIONS WERE CONDUCTED FOR DESIGN PURPOSES ONLY, AND THE DATA 7) STRIPING AND PAVEMENT MARKINGS SHALL BE IN CONFORMANCE WITH UPW SHOWN IN THE REPORTS ARE FOR SUBSURFACE CONDITIONS FOUND AT THE TIME OF THE SECTIONS 01570 AND 02580. INVESTIGATION. THE OWNER AND ENGINEER DISCLAIM RESPONSIBILITY FOR THE INTERPRETATION BY THE CONTRACTOR OF DATA, SUCH AS PROJECTION OR EXTRAPOLATION, FROM THE TEST HOLES TO OTHER LOCATIONS ON THE SITE OF THE WORK, SOIL BEARING VALUES AND PROFILES, SOIL STABILITY AND THE PRESENCE, LEVEL AND EXTENT OF UNDERGROUND WATER FOR SUBSURFACE CONDITIONS DURING CONSTRUCTION

The Developer and the General Contractor understand that it is his/her responsibility to ensure that all improvements installed within this development are constructed in full compliance with all State and SANTAQUIN City Codes, Ordinances and Standards. These plans are not all inclusive of all minimum codes, ordinances and standards. This fact does not relieve the Developer or General Contractor from full compliance with all minimum State and Santaquin City Codes, Ordinances and Standards'.



AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY MANNER.

PERMITS, RETESTING AND REINSPECTIONS AT THEIR OWN EXPENSE.

**DEWATERING NOTES:** THE CONTRACTOR SHALL FURNISH, INSTALL, OPERATE AND MAINTAIN ALL MACHINERY, APPLIANCES, AND EQUIPMENT TO MAINTAIN ALL EXCAVATIONS FREE FROM WHICH APPEAR TO THEM TO BE IN CONFLICT WITH THE LETTER OR SPIRIT OF THE PROJECT WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL DISPOSE OF THE WATER SO AS NOT TO CAUSE DAMAGE TO PUBLIC OR PRIVATE PROPERTY. OR TO CAUSE A NUISANCE OR MENACE TO THE PUBLIC OR VIOLATE THE LAW. THE DEWATERING SYSTEM SHALL BE INSTALLED AND OPERATED SO THAT THE GROUND WATER LEVEL OUTSIDE THE EXCAVATION 1) ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN STRICT ACCORDANCE WITH THE FOLLOWING: SUBMISSION OF A BID BY THE CONTRACTOR SHALL CONSTITUTE ACKNOWLEDGMENT THAT, IS NOT REDUCED TO THE EXTENT WHICH WOULD CAUSE DAMAGE OR ENDANGER ADJACENT STRUCTURES OR PROPERTY. ALL COST FOR DEWATERING SHALL BE INCLUDED IN THE UNIT OPERATIONS

A MINIMUM OF 1 FOOT BELOW THE BOTTOM OF EXCAVATIONS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL SOILS AND ALLOW THE PLACEMENT OF ANY FILL TO THE SPECIFIED DENSITY. THE CONTRACTOR SHALL HAVE ON HAND, PUMPING EQUIPMENT AND MACHINERY IN GOOD WORKING CONDITION FOR EMERGENCIES AND SHALL HAVE WORKMEN AVAILABLE FOR ITS OPERATION. DEWATERING SYSTEMS SHALL OPERATE CONTINUOUSLY UNTIL BACKFILL HAS BEEN COMPLETED TO 1 FOOT ABOVE THE NORMAL STATIC GROUNDWATER LEVEL.

THE CONTRACTOR SHALL CONTROL SURFACE WATER TO PREVENT ENTRY INTO ÉXCAVATIONS. AT EACH EXCAVATION. A SUFFICIENT NUMBER OF TEMPORARY OBSERVATION WELLS TO CONTINUOUSLY CHECK THE GROUNDWATER LEVEL SHALL BE PROVIDED. 10) THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS, FLAGMEN OR 3) SUMPS SHALL BE AT THE LOW POINT OF EXCAVATION. EXCAVATION SHALL BE GRADED TO DRAIN TO THE SUMPS.

11) THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL WATER, POWER, SANITARY 4) THE CONTROL OF GROUNDWATER SHALL BE SUCH THAT SOFTENING OF THE BOTTOM DEWATERING SYSTEMS SHALL BE DESIGNED AND OPERATED SO AS TO PREVENT REMOVAL OF THE NATURAL SOILS. THE RELEASE OF GROUNDWATER AT ITS STATIC LEVEL SHALL BE PERFORMED IN SUCH A MANNER AS TO MAINTAIN THE UNDISTURBED STATE OF NATURAL FOUNDATIONS SOILS, PREVENT DISTURBANCE OF COMPACTED BACKFILL, AND PREVEN FLOTATION OR MOVEMENT OF STRUCTURES, PIPELINES AND SEWERS. IF A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR

UNDERGROUND UTILITIES:

THE INFORMATION SHOWN ON THE PLANS WITH REGARD TO THE EXISTING UTILITIES AND/OR IMPROVEMENTS WAS DERIVED FROM FIELD INVESTIGATIONS AND/OR RECORD INFORMATION. THE ENGINEER DOES NOT GUARANTEE THESE LOCATIONS TO BE FITHER TRUE OR EXACT. PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY ALL EXISTING IMPROVEMENTS AND TO EXPOSE ALL EXISTING UNDERGROUND UTILITIES RELATED TO THE PROJECT, INCLUDING BUT NOT LIMITED TO, SEWER STORM DRAIN WATER IRRIGATION GAS ELECTRICAL ETC. AND SHALL NOTIFY THE ENGINEER FORTY-EIGHT (48) HOURS IN ADVANCE OF EXPOSING THE UTILITIES. SO THAT THE EXACT LOCATION AND ELEVATION CAN BE VERIFIED AND DOCUMENTED. THE COST ASSOCIATED to perform this work shall be included in either the lump sum clearing cost or in THE VARIOUS ITEMS OF WORK. IF LOCATION AND/OR ELEVATION DIFFERS FROM THAT SHOWN ON THE DESIGN PLANS, PROVISIONS TO ACCOMMODATE NEW LOCATION/ELEVATION MUST BE MADE PRIOR TO CONSTRUCTION.

?) PRIOR TO COMMENCING ANY WORK, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE FACH UTILITY COMPANY LOCATE. IN THE FIFLD. THEIR MAIN AND SERVICE LINES. THE CONTRACTOR SHALL NOTIFY BLUE STAKES AT 1-800-662-4111 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK. THE CONTRACTOR SHALL RECORD THE BLUE STAKES ORDER NUMBER AND FURNISH ORDER NUMBER TO OWNER AND ENGINEER PRIOR TO ANY EXCAVATION. IT WILL THE CONTRACTOR SOLE RESPONSIBILITY TO DIRECTLY CONTACT ANY OTHER UTILITY COMPANIES THAT ARE NOT MEMBERS OF BLUE STAKES. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES SO THAT NO DAMAGE RESULTS TO THEM DURING THE PERFORMANCE OF THIS CONTRACT. ANY REPAIRS NECESSARY TO DAMAGED UTILITIES SHALL BE PAID FOR BY THE CONTRACTOR. THE CONTRACTOR SHALL BE REQUIRED TO COOPERATE WITH OTHER CONTRACTORS AND UTILITY COMPANIES INSTALLING NEW STRUCTURES, UTILITIES AND SERVICE TO THE PROJECT.

3) THE CONTRACTOR SHALL PROVIDE ALL SHORING, BRACING, SLOPING OR OTHER PROVISIONS NECESSARY TO PROTECT WORKMEN FOR ALL AREAS TO BE EXCAVATED TO A CONTRACTOR SHALL COMPLY WITH INDUSTRIAL COMMISSION OF UTAH SAFETY ORDERS SECTION 68 - EXCAVATIONS, AND SECTION 69 - TRENCHES, ALONG WITH ANY LOCAL CODES OR ORDINANCES. ANY EXCAVATION GREATER THAN 10 FEET IN DEPTH REQUIRES A TRENCH BOX.

4) PRIOR TO OPENING AN EXCAVATION, CONTRACTOR SHALL ENDEAVOR TO DETERMINE WHETHER UNDERGROUND INSTALLATIONS; I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE THE EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE

CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING EXISTING IMPROVEMENTS FROM CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL REQUIREMENTS AND RECOMMENDATIONS OF SANTAQUIN CITY FOR H-20 LOAD REQUIREMENTS.

> 8) ALL CONSTRUCTION AND MATERIALS FOR THE SEWER MAIN AND LATERALS MUST COMPLY WITH THE SANTAQUIN CITY DISTRICT. THE UNIT COST OF THE SEWER LATERAL INCLUDES

0) WATER LINES SHALL BE A MINIMUM OF 10' HORIZONTALLY FROM SEWER MAINS. CROSSINGS SHALL MEET STATE HEALTH STANDARDS. CONTRACTOR RESPONSIBLE FOR ALL NECESSARY

#### SURFACE IMPROVEMENTS:

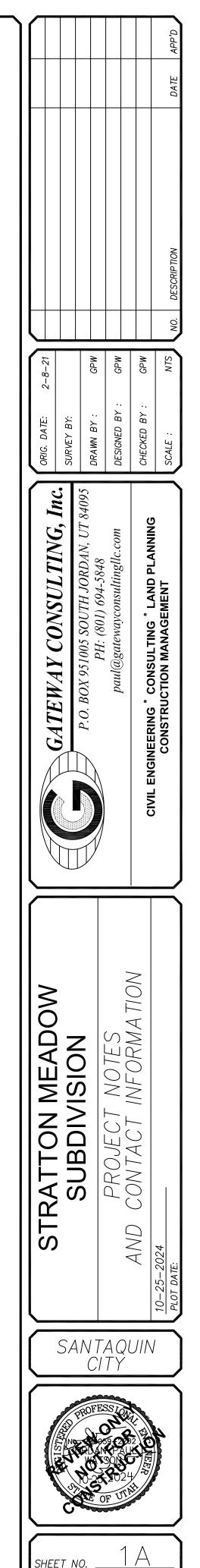
1) SUB GRADE PREPARATION: EARTHWORK FOR ROADWAY SECTIONS SHOULD BE CONDUCTED PER THE LATEST GEOTEC REPORT. ONCE ROADWAY EXCAVATION STARTS, THE SUB GRADE SHOULD BE SCARIFIED AND RECOMPACTED AT THE PROPER MOISTURE CONTENT TO 96 PERCENT RELATIVE DENSITY (STANDARD PROCTOR ASTM D-1557). THE NATIVE SUB GRADE SHOULD BE FIRM AND NON-YIELDING PRIOR TO SUB BASE PLACEMENT. EVERY 23) WORK IN EASEMENTS AND/OR RIGHTS-OF-WAY IS SUBJECT TO THE APPROVAL AND EVERY EFFORT SHOULD BE MADE TO AVOID EXPOSING NATIVE SUB-GRADES TO EXCESS

> ALL MANHOLE RIMS, VALVES AND MONUMENT BOXES, ETC. SHALL BE ADJUSTED TO FINISH GRADE AFTER STREET PAVING, UNLESS OTHERWISE NOTED. IN PAVED AREAS, PROVIDE A 1 FOOT BY 1 FOOT CONCRETE COLLAR . SET CONCRETE COLLAR 3/8 INCH LOWER THAN FINISH GRADE AT OUTER EDGE. PROVIDE CONCRETE COLLAR FOR ALL VALVES AND MONUMENTS PER SANTAQUIN CITY STANDARD SPECIFICATIONS. COST FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICES FOR SAID FACILITIES.

> 3) PAYMENT FOR PAVEMENT WILL BE MADE ONLY FOR AREAS SHOWN ON THE PLANS. REPLACEMENT OF PAVEMENT WHICH IS BROKEN OR CUT DURING THE INSTALLATION OF THE WORK COVERED BY THESE SPECIFICATIONS, AND WHICH LIES OUTSIDE OF SAID AREAS, SHALL BE INCLUDED IN THE CONTRACTOR'S UNIT PRICE FOR PAVEMENT, AND NO ADDITIONAL PAYMENT SHALL BE MADE FOR SUCH WORK

4) INSTALLATION OF STREET LIGHTS SHALL BE IN ACCORDANCE WITH SANTAQUIN CITY DEVELOPMENT GUIDELINES.

AND/OR PAVEMENT MARKINGS NECESSARY TO THE EXISTING STRIPING INTO FUTURE STRIPING. METHOD OF REMOVAL SHALL BE BY GRINDING OR SANDBLASTING.



#### LEGAL DESCRIPTIONS PARCEL 1:

Commencing 17.76 chains East of the Southwest corner of the Northwest quarter of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence East 5.98 chains; thence North 13.59 chains; thence East 25 links; thence North 6.45 chains to a point 20 chains North of the South line of said Northwest quarter; thence West 5.78 chains; thence South 6.45 chains; thence West 50 links; thence South 13.59 chains to the beginning.

ALSO that portion of land acquired by Boundary Line Agreement recorded March 19, 2007 as Entry No. 39584:2007.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point located North 89°32'33" East along the quarter section line 1,136.25 feet from the West quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 01°41'33" East 17.18 feet; thence along the arc of a 790.00 foot radius curve (radius bears North 14°48'36" East) 80.27 feet through a central angle of 05°49'18" (Chord: South 78°06'03" East 80.23 feet) to said quarter section line; thence South 89°32'33" West along said quarter section line 79.02 feet to the point of beginning.

ALSO LESS AND EXCEPTING that portion of land deeded to Kenyon L. Farley and Irene Farley aka Irene L. Farley by Boundary Line Agreement recorded March 19, 2007 as Entry No. 39584:2007.

#### PARCEL 2:

Commencing North 1323.92 feet and East 1184.66 feet from the West guarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 423.05 feet; thence West 22.17 feet; thence North 01°41'33" East 21.06 feet; thence North 00°13'13" West 402 feet; thence East 23.09 feet to the beginning.

#### PARCEL 3:

Commencing 9.20 chains West of the Southeast Corner of the Northwest Quarter of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 6.72 chains; thence West 8.04 chains; thence North 6.72 chains; thence East 1.07 chains; thence North 16.99 chains; thence East 25 links; thence North 1.47 chains; thence East 6.72 chains; thence South 18.46 chains to beginning.

#### LESS AND EXCEPTING the following:

Beginning at the intersection of the North boundary line of Plat "B", Alpine View Subdivision and the Easterly right-of-way line of Center Street (a 99' wide public road) as dedicated on Plat "E", The Orchards Subdivision official plat. Said intersection lies 2,050.41 feet N. 00°16'52" W. along the section line and 407.76 feet East of the Southwest corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence N. 00°12'34" E. 123.48 feet along said right-of-way, thence continuing along said right-of-way along a curve turning to the left with an arc length of 538.70 feet, a radius of 1,054.00 feet and a chord bearing and distance of N. 14°25'59" W. 532.85 feet to the ¼ section line, thence N. 89°32'36" E. 1,257.59 feet along the ¼ section line, thence S. 02°13'39" W. 626.31 feet to the Northeast corner of said Plat "B", Alpine View Subdivision, thence S. 88°46'00" W. 1,101.10 feet along said subdivision to the point of beginning.

#### ALSO LESS AND EXCEPTING the following:

Beginning at a point that lies S 00°20'15" E 1371.20 feet along the Quarter Section Line and 27.63 feet West from the North Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian, thence S. 00°33'21" E. 156.60 feet along the West line of a Warranty Deed as recorded in the Utah County Recorder's office as Entry Number 56278, thence N. 89°24'42" E. 10.35 feet along the South line of said Warranty Deed to the West line of 5200 West Street, thence along said West line of said 5200 West Street the following 2 courses (1) S. 00°24'57" E. 500.88 feet, (2) S. 00°19'44" E. 155.45 feet, thence S. 89°40'02" W. 181.50 feet, thence S. 00°19'44" E. 127.73 feet, thence N. 80°00'00" W. 274.06 feet, thence West 613.10 feet to the Southeast corner of a Quit Claim Deed as recorded in the Utah County Recorder's Office as Entry Number 93946:2017, thence N. 00°27'24" W. 506.49 feet along the East line of said Quit Claim Deed, thence N. 89°32'36" E. 33.00 feet to the East line of a 2 rod street as platted in Map 34-E (a Subdivision of the West half of said Section 36 filed June 3, 1908 in the office of the Utah County Recorder), thence N. 00°27'24" W. 551.60 feet along said East line, thence N. 89°32'36" E. 49.50 feet along Lot 3 of said Subdivision, thence N. 00°27'24" W. 203.58 feet along Lot 3 of said Subdivision to the South Line of Strawberry High-line Canal Easement, thence S. 69°35'24" E. 16.70 feet along said South line to the Northeast Corner of a less and excepting parcel of land as recorded in the Utah County Recorder's Office as Entry Number 55820:2008, thence S. 00°33'00" E. 4.67 feet along the West line of said Parcel of Land, thence S. 69°32'40" E. 1023.79 feet to the point of beginning.

File Number: 155143-RCM

1.-15. {Not a survey matter}

16. Easement Agreement in favor of Qwest Corporation d/b/a CenturyLink QC, its successors, assigns, lessees, licensees, agents and affiliates to construct, operate, maintain, repair, expand, replace and remove a communication system and incidental purposes, by instrument recorded October 7, 2020, as Entry No. 156593:2020. {Does not affect Subject Property as shown hereon}

### NARRATIVE

The purpose of this survey is to show the relationship of Survey Parcel with surrounding parcels and improvements, as well as to provide those named in the Surveyors Certificate a ALTA/NSPS survey for their use in evaluating the site.

This Survey does not guarantee title to line, nor is it proof of ownership, nor is it a legal instrument of conveyance. Furthermore, any survey markers set in conjunction with this survey are not intended to represent evidence of ownership of the subject property or its ad joiners. The general intent of this survey is to portray where possible the record title lines of the subject property and to show their relationship to any evidence of use and/or possession.

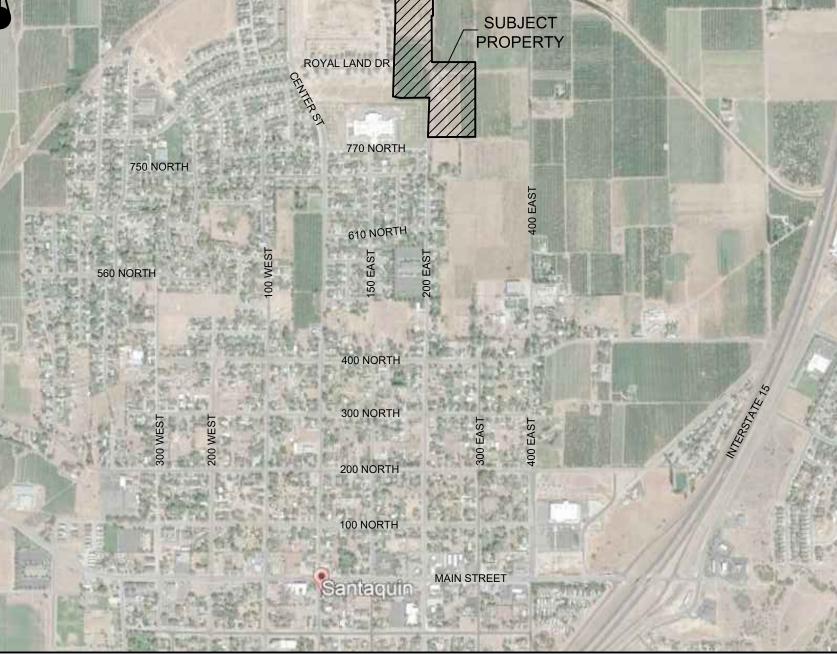
This survey represents opinions based on facts and evidence. As the evidence changes or if new evidence is discovered or recovered, then the surveyor reserves the right to modify or alter his opinions pertaining to this survey according to this new evidence.

Basis of Bearing is North 89°32'33" East between the East Quarter corner and the West Quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian as shown hereon.

Beginning at the southeast corner of Lot 209 of The Orchards Plat G-1, Entry Number 102759:2019, Map Number 16746; said point being North 89°32'33" East, along the section line, 1146.15 feet and North, 317.94 feet from the West Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; said West Quarter Corner of Section 36 being South 89°32'33" West, along the section line, 5292.30 feet from the East Quarter Corner of said Section 36; and running thence along the easterly boundary line of said The Orchards Plat G-1 the following two (2) calls; 1) North 01°38'35" E, 595.10 feet; 2) North 00°13'13" West, 139.06 feet to a point at the southeast corner of the Apple Hollow at The Orchards Plat A-11, Entry Number 12754:2019, Map Number 16860; thence North 00°13'13" West, along the easterly boundary line of said Apple Hollow at The Orchards Plat A-11, 258.32 feet: thence East, 411.19 feet: thence South 00°27'27" East, 409.77 feet: thence South 89°32'33" West, 16.49 feet; thence South 00°27'27" East, 506.49 feet; thence East, 475.18 feet; thence South 00°00'03" East, 819.47 feet; thence South 89°37'56" West, 519.60 feet; thence North 02°13'39" East, 432.44 feet to a point the quarter section line; thence South 89°32'33" West, along said quarter section line, 320.88 feet to a point on a non-tanget 790.00 foot radius curve to the right; thence 79.47 feet along said curve through a central angle of 05°45'50" (chord bears North 78°07'37" West, 79.44 feet) to a point on the easterly boundary line of The Orchards Plat G-4, Entry Number 131982:2021, Map Number 17824; thence North 01°38'35" East, along said easterly boundary line, 301.17 feet to the point of beginning.

Contains: 21.69 Acres

Robert Law PLS# 9679988



VICINITY MAP (NOT TO SCALE)

### **REFERENCE DOCUMENTS**

CHERRY ORCHARD ESTATES PLAT-G ENTRY: 16468:2001 MAP #8952

THE ORCHARDS PLAT "G-4" ENTRY: 131982:2021 MAP #17824

APPLE VALLEY PLAT A ENTRY: 46147:2018 MAP #16048

#### BENCHMARK

EAST 1/4 CORNER SECTION 36, TOWNSHIP 9 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN NAD83 ELEVATION=4793.24

### LOCATION

LOCATED IN PORTIONS OF THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.

FLOOD ZONE PARCELS LIE WITHIN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD COMMUNITY-PANEL NUMBER 49049C0975F,

EFFECTIVE DATE: JUNE 19, 2020

Cottonwood Title Insurance Agency Commitment Date: August 18, 2022 at 7:30AM

NOTE: The legal description therein appears to contain an error.

17. Rights of the public, and others entitled thereto, to use for street and incidental purposes any portion of the Land lying within 200 East Street. {Affects Subject Property as shown hereon}

18.-22. {Not a survey matter}

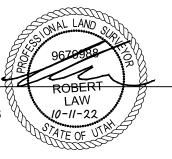
This survey shows all easements of record as disclosed by the title report as shown hereon. The surveyor has made no independent search for record easements or encumbrances. This survey depicts all observable improvements or other indications of easements and utilities. Utilities shown hereon are based on a combination of visual inspection by survey crews and drawings provided by local utility companies during the course of the survey. It is the contractors responsibility to seek blue stake information and verify utility locations prior to any excavation.

#### SURVEY DESCRIPTION

#### SURVEYORS CERTIFICATE

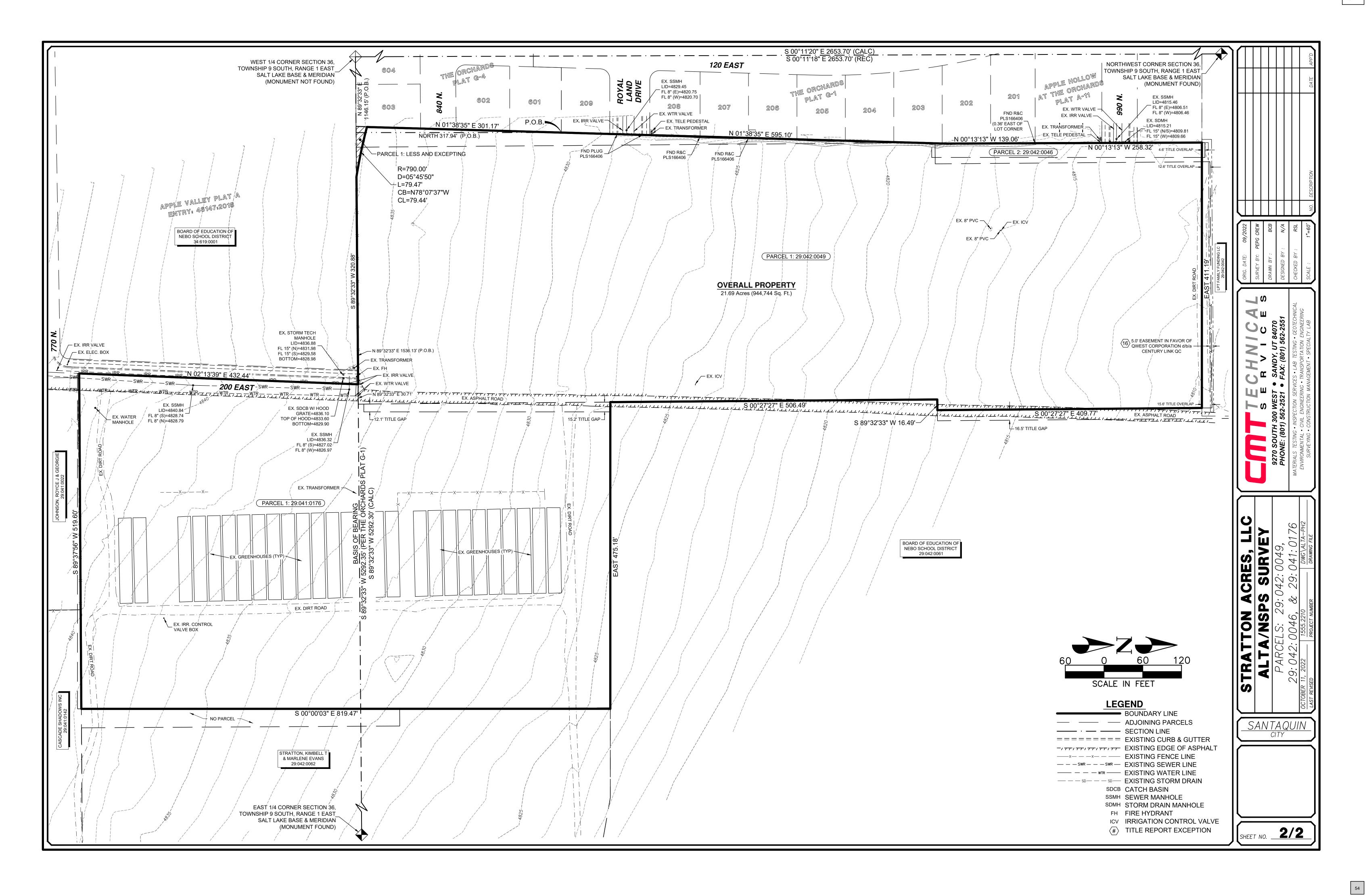
To: Stratton Acres, LLC, a Utah limited liability company, Old Republic National Title Insurance Company, and Cottonwood Title Insurance Agency

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS. The field work was completed on: September 23, 2022.



10-11-2022	
Date:	

							TION DATE APP'D
	M	B	4		27		0. NO. DESCRIPTION
ORIG. DATE: 09/2022	SURVEY BY: PEPG CREW	DRAWN BY : BCB	DESIGNED BY : N/A		CHECKED BY : RSL		SCALE : 1 = 60
VUINHUIL			92/0 SOUTH 300 WEST • SANDY, UT 840/0 PHONE: (801) 562-2521 • FAX: (801) 562-2551		MATERIALS TESTING • INSPECTION SERVICES • LAB TESTING • GEOTECHNICAL	ENVIRONMENTAL • CIVIL ENGINEERING • IRANSPORTATION ENGINEERING	SURVEYING • CONSIRUCTION MANAGEMENT • SPECIALTY LAB
STRATTON ACRES, LLC	AITA/NEDE CIIDVEV	ALIA/NOLO OUNTEI	PARCELS: 29:042:0049,		<i>+Z:UU40, &amp; Z9:U</i>	OCTOBER 11, 2022   1555.2210   DWG\ALTA-PH2	LAST REVISED PROJECT NUMBER DRAWING FILE
	 [] []	V 7 c	- <b>A</b> ( 2179	<u>2</u> (	JII		TAR



LOT ADDRESS	
201 274 E ROYAL LAND DR or 906 N 260 E	
202 892 NORTH 260 EAST	
203 874 NORTH 260 EAST	
204 868 NORTH 260 EAST	
205 856 NORTH 260 EAST	
206 846 NORTH 260 EAST	
207 834 NORTH 260 EAST	
208 822 NORTH 260 EAST	
209 812 NORTH 260 EAST	
210 792 NORTH 260 EAST or 287 EAST 770 NORTH	
211 292 EAST 770 NORTH	
212 280 EAST 770 NORTH	
213 264 EAST 770 NORTH	
214 240 EAST 770 NORTH	
215 228 EAST 770 NORTH	
216 212 EAST 770 NORTH	
217 219 EAST 770 NORTH or 798 NORTH 200 EAST	
218 231 EAST 770 NORTH	
219 243 EAST 770 NORTH or 793 NORTH 260 EAST	
220 811 NORTH 260 EAST	
221 823 NORTH 260 EAST	
222 835 NORTH 260 EAST	
223 847 NORTH 260 EAST	
224 857 NORTH 260 EAST	
225 869 NORTH 260 EAST	
226 875 NORTH 260 EAST	
227 893 NORTH 260 EAST	
228 907 NORTH 260 EAST or 242 EAST ROYAL LAND DR	
229 222 EAST ROYAL LAND DR or 908 NORTH 200 EAST	
230 894 NORTH 200 EAST	
231 876 NORTH 200 EAST	
232 870 NORTH 200 EAST	
233 858 NORTH 200 EAST	
234 848 NORTH 200 EAST	
235 836 NORTH 200 EAST	
236 824 NORTH 200 EAST	
237 816 NORTH 200 EAST	

NOTES:

- TYPE II MONUMENT (ALUMINUM CAN AND REBAR) TO BE SET. #5 REBAR & CAP TO BE SET AT ALL LOT CORNÈRS. NAIL AND BRASS WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
- NDCBU NEIGHBORHOOD DELIVERY BOX UNIT. ALTHOUGH CORNER VISIBILITY AREAS DO NOT IMPACT THE PROPOSED STRUCTURE SETBACKS ON CORNER LOTS, THE DRIVEWAY LOCATIONS MUST BE OUT OF THE CLEAR VIEW AREAS, WHICH MAY IMPACT HOME ORIENTATION.
- AGRICULTURE PROTECTION AREA THIS PROPERTY IS LOCATED IN THE VICINITY OF AN ESTABLISHED AGRICULTURE PROTECTION AREA IN WHICH NORMAL AGRICULTURAL USES AND ACTIVITIES HAVE BEEN AFFORDED THE HIGHEST PRIORITY USE STATUS. IT CAN BE ANTICIPATED THAT SUCH AGRICULTURAL USES AND ACTIVITIES MAY NOW OR IN THE FUTURE BE CONDUCTED ON PROPERTY INCLUDED IN THE AGRICULTURE PROTECTION AREA. THE USE AND ENJOYMENT OF THIS PROPERTY IS EXPRESSLY CONDITIONED ON ACCEPTANCE OF ANY ANNOYANCE OR INCONVENIENCE WHICH MAY RESULT FROM SUCH NORMAL AGRICULTURAL USES AND ACTIVITIES.

#### **ROCKY MOUNTAIN POWER**

1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN. 2. PURSUANT TO UTAH CODE ANN. 17-27a-603(4)(c)(ii) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PUE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS AND APPROXIMATES THE LOCATION OF THE PUBLIC UTILITY EASEMENTS, BUT DOES NOT WARRANT THEIR PRECISE LOCATION. ROCKY MOUNTAIN POWER MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT AFFECT ANY RIGHT THAT ROCKY MOUNTAIN POWER HAS UNDER:

- a. A RECORDED EASEMENT OR RIGHT-OF-WAY b. THE LAW APPLICABLE TO PRESCRIPTIVE RIGHTS c. TITLE 54, CHAPTER 8a, DAMAGE TO
- UNDERGROUND UTILITY FACILITIES OR d. ANY OTHER PROVISION OF LAW

Approved this \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_

ROCKY MOUNTAIN POWER

#### DOMINION ENERGY QUESTAR CORPORATION

DOMINION ENERGY QUESTAR CORPORATION APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS, DOMINION ENERGY QUESTAR CORPORATION MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ABROGATION OR WAIVER OF ANY OTHER EXISTING RIGHTS, OBLIGATIONS OR LIABILITIES PROVIDE BY LAW OR EQUITY. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGEMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT DOMINION ENERGY QUESTAR CORPORATION'S RIGHT-OF-WAY DEPARTMENT AT 800-366-8532. Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ QUESTAR GAS COMPANY

### **CENTRACOM ACCEPTANCE**

APPROVED THIS CENTRACOM COMPANY

\_\_\_\_\_DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_

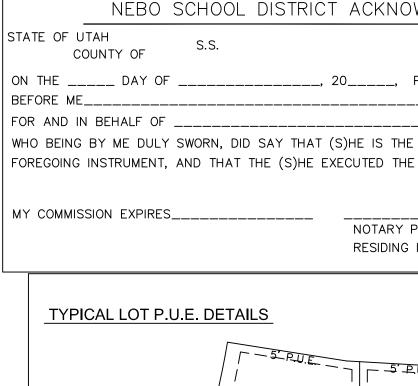
## **CENTURY LINK ACCEPTANCE**

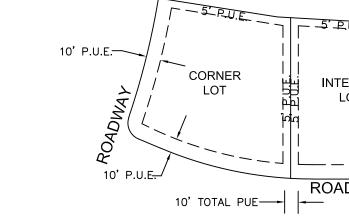
BY-\_\_\_\_\_ TITLE\_\_\_\_\_\_

\_\_\_\_\_DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_ APPROVED THIS \_ CENTURY LINK COMPANY

BY-\_\_\_\_\_ TITLE\_\_\_\_

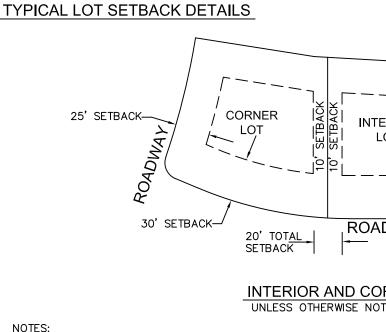






INTERIOR AND COR UNLESS OTHERWISE NO

NOTES: 1) 10 FEET PUE FRONT AND STREET SIDES. 2) 5 FEET PUE REAR AND 5' PUE SIDE LOT LINES.

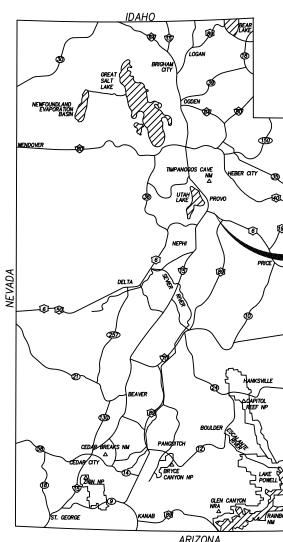


1) 30FT FRONT SETBACK 2) 25FT REAR SETBACK 3) 10FT SIDE LOT SETBACK

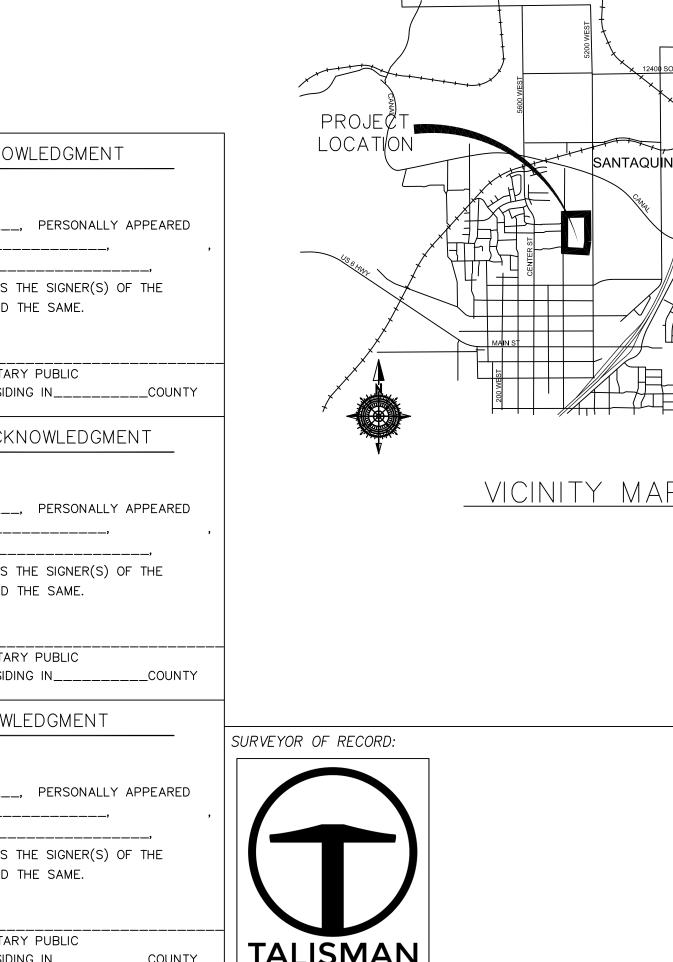
# STRATTON MEADOW SUBDIVISION

PROJECT LOCATED IN THE SOUTH HALF OR THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 9 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN SANTAQUIN CITY, UTAH COUNTY, UTAH

# PRELIMINARY PLAT



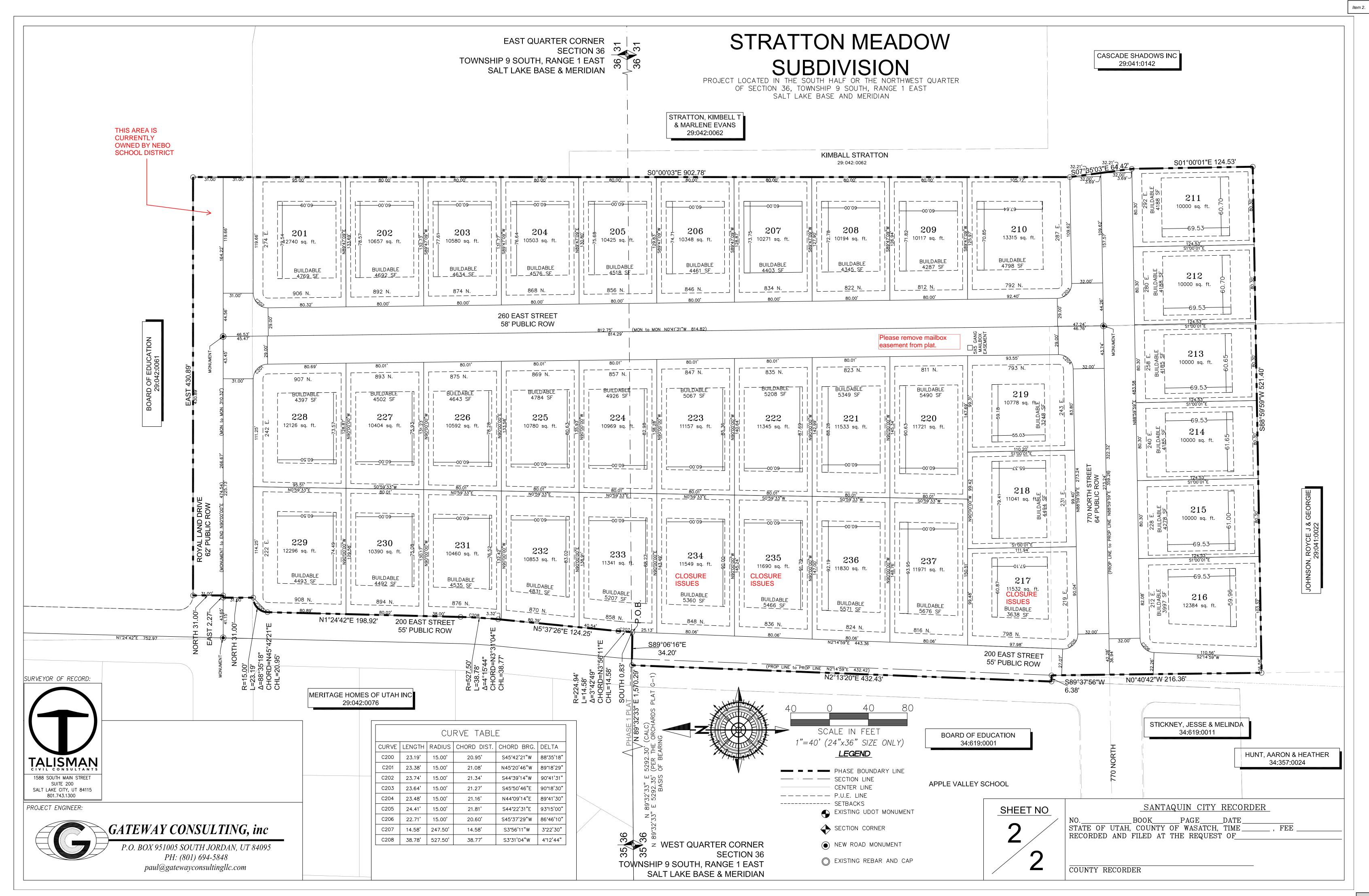
VICINITY MAP

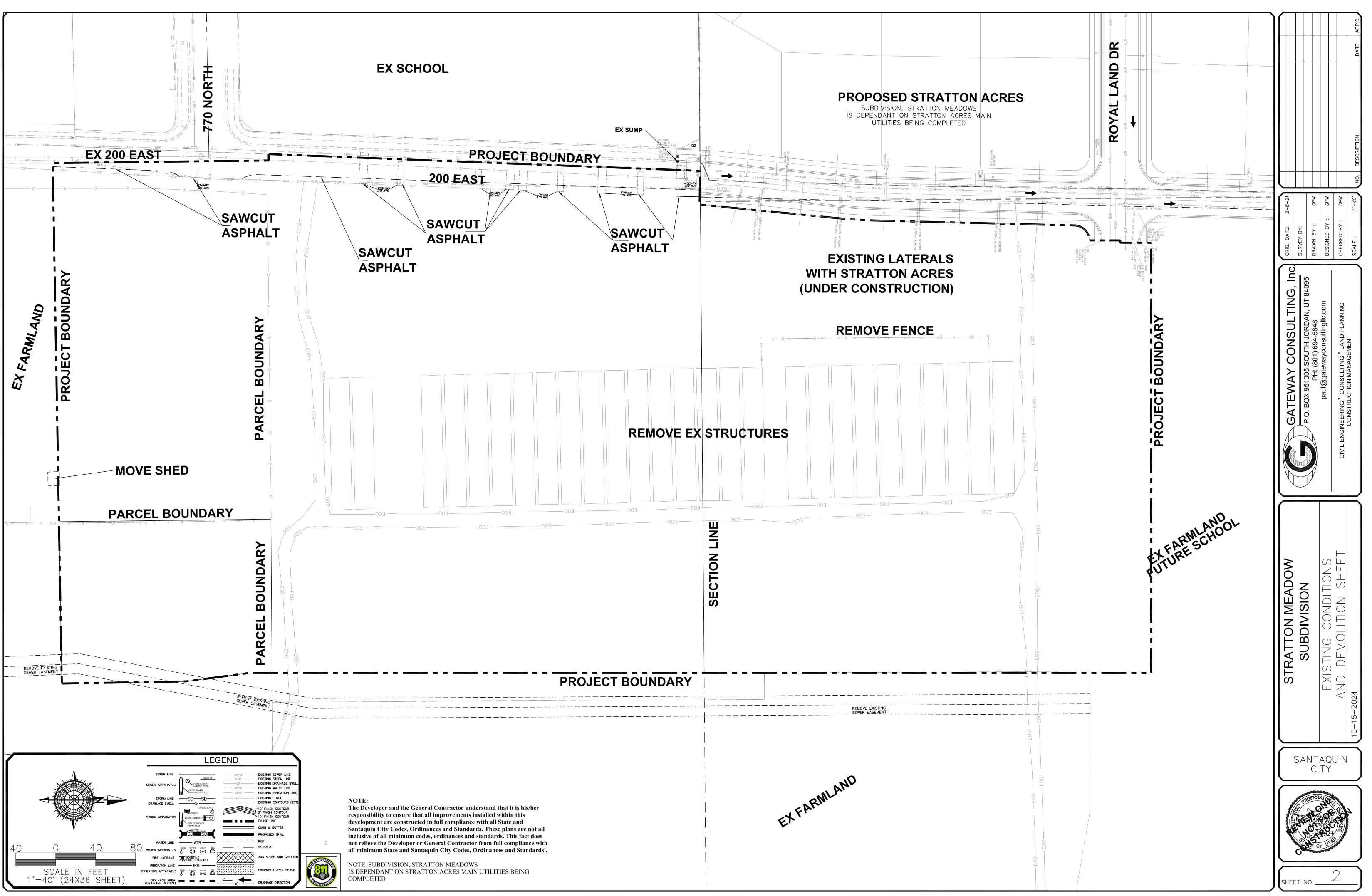


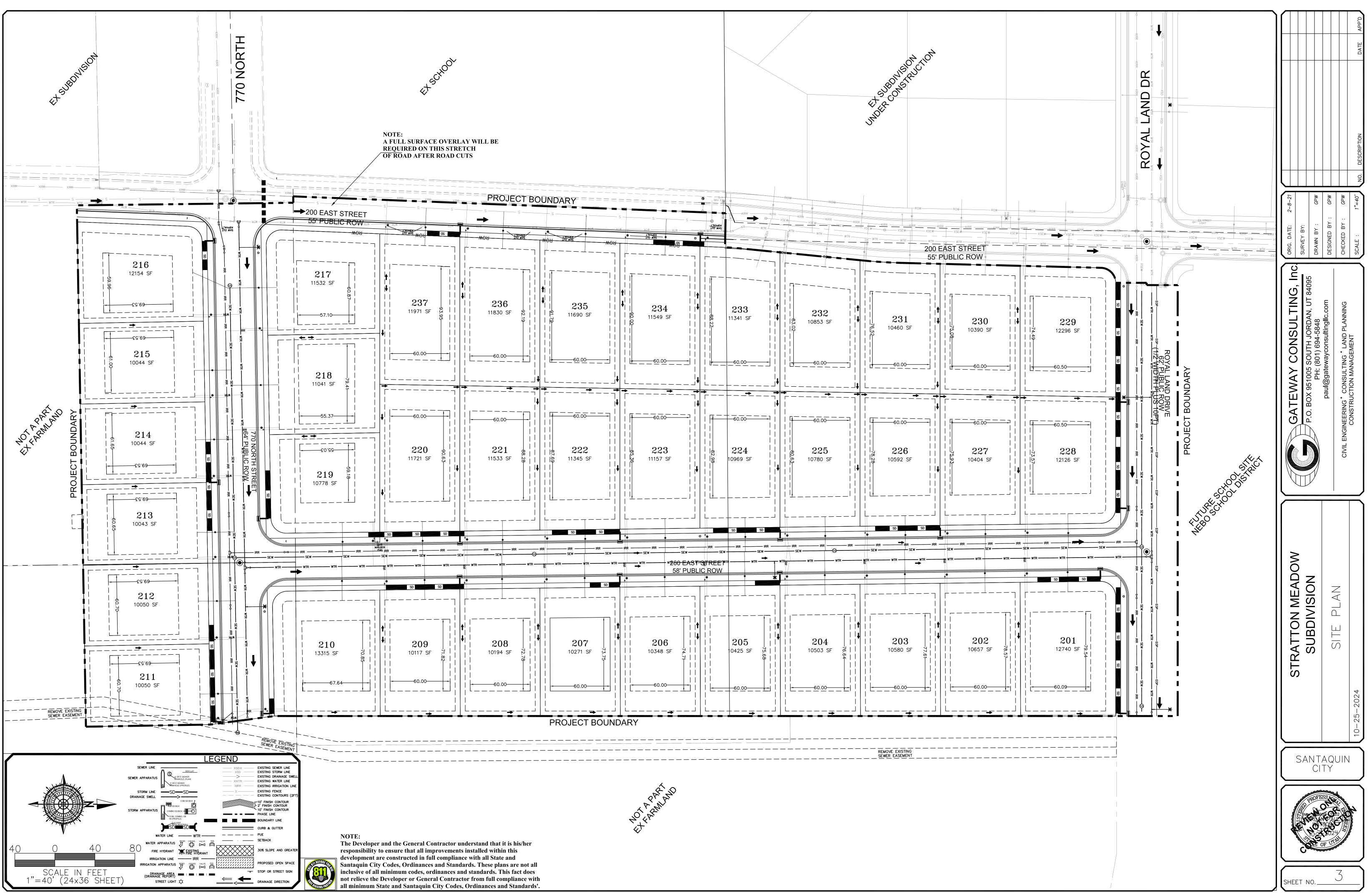
	ROYCE J JOHNSON ACKNOWLEDGMENT	LUCATION
	STATE OF UTAH COUNTY OF S.S.	
	ON THE DAY OF, 20, PERSONALLY APPEARED         BEFORE ME, , , , , , , , , , , , , , , , ,	
WLEDGMENT	FOR AND IN BEHALF OF, WHO BEING BY ME DULY SWORN, DID SAY THAT (S)HE IS THE SIGNER(S) OF THE FOREGOING INSTRUMENT, AND THAT THE (S)HE EXECUTED THE SAME.	
PERSONALLY APPEARED	MY COMMISSION EXPIRES NOTARY PUBLIC RESIDING INCOUNTY	
, ,		
SIGNER(S) OF THE SAME.	CASCADE SHADOWS INC. ACKNOWLEDGMENT STATE OF UTAH COUNTY OF S.S.	$\mathbf{V}$
	ON THE DAY OF, 20, PERSONALLY APPEARED BEFORE ME, ,	
PUBLIC INCOUNTY	FOR AND IN BEHALF OF, WHO BEING BY ME DULY SWORN, DID SAY THAT (S)HE IS THE SIGNER(S) OF THE FOREGOING INSTRUMENT, AND THAT THE (S)HE EXECUTED THE SAME.	
.U.E	MY COMMISSION EXPIRES	
ERIOR H OT H OT H	SCHOOL BOARD ACKNOWLEDGMENT STATE OF UTAH COUNTY OF S.S.	SURVEYOR OF RECORD:
	ON THE DAY OF, 20, PERSONALLY APPEARED BEFORE ME, ,	
DWAY ( 10' FRONT P.U.E.	FOR AND IN BEHALF OF, WHO BEING BY ME DULY SWORN, DID SAY THAT (S)HE IS THE SIGNER(S) OF THE FOREGOING INSTRUMENT, AND THAT THE (S)HE EXECUTED THE SAME.	
RNER LOTS TED ON PLAT	MY COMMISSION EXPIRES	
NOT TO SCALE	STRATTON ACRES LLC LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	1588 SOUTH MAIN STREET SUITE 200 SALT LAKE CITY, UT 84115 801.743.1300
1	COUNTY OF S.S. On theday ofA.D., 20personally appeared before me, the undersigned Notary Public, in and for said County of	PROJECT ENGINEER:
ERIOR LADIE 25' SETBACK	in said State of Utah,who after being duly sworn acknowledged to me that a Limited Liability Company ( ), that He signed the owners dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein	P.O. BOX 951005 SOUT PH: (801)
	MY COMMISSION EXPIRES	paul@gatewayco.
DWAY	UTAH COUNTY RECORDER	COUNTY RI
RNER LOTS TED ON PLAT	NOBOOKPAGEDATE STATE OF UTAH, COUNTY OF WASATCH, TIME RECORDED AND FILED AT THE REQUEST OF	
NOT TO SCALE	COUNTY RECORDER	

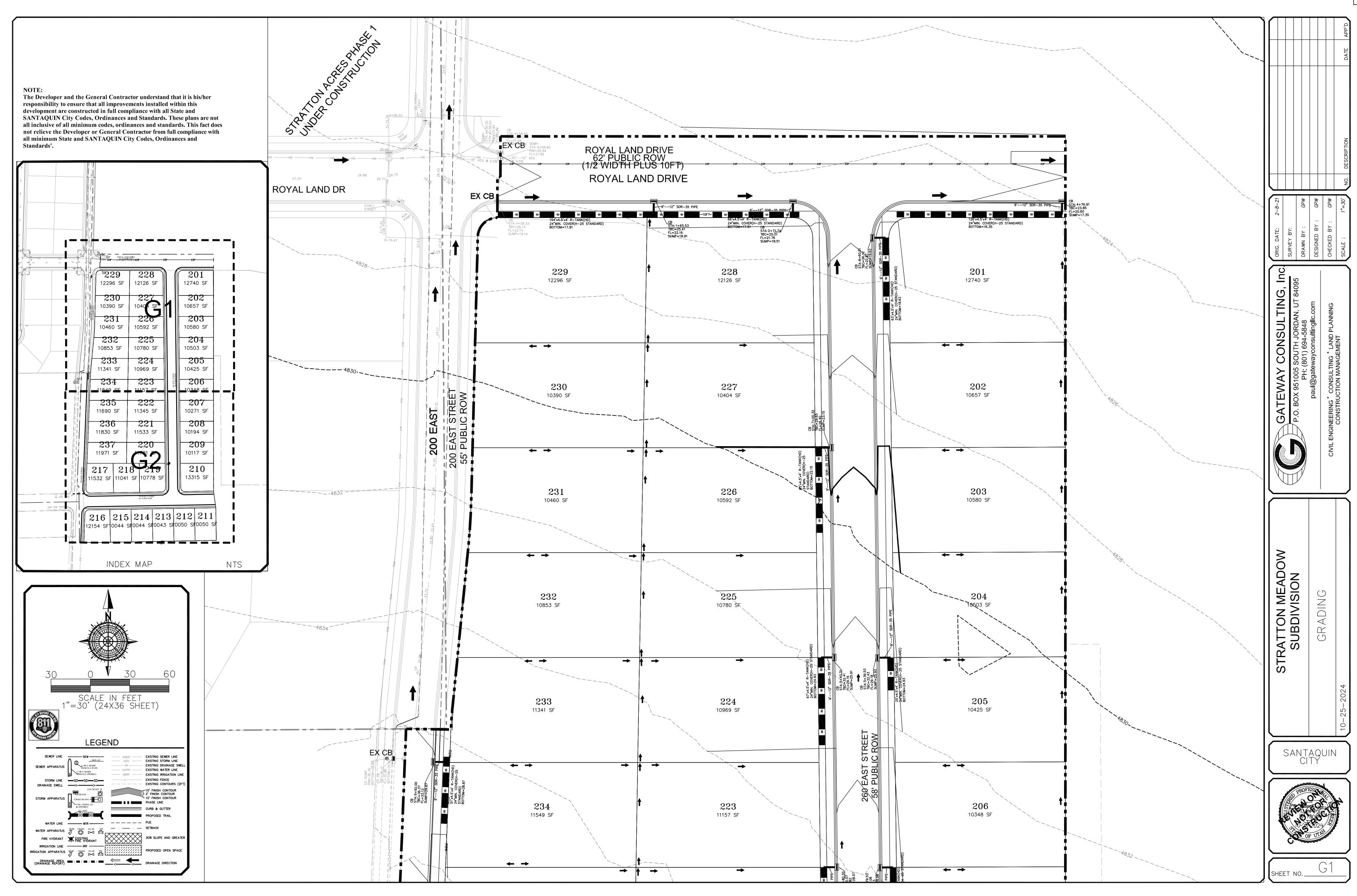
#### SURVEYOR'S CERTIFICATE ROBERT LAW, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR WITH TALISMAN CIVIL CONSULTANTS AND THAT I HOLD LICENSE NO. 9679988 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58. CHAPTER 22. PROFESSIONAL LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY BY UTHORITY OF THE OWNER(S), I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBÉD BELOW IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MING GORGE MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THE PLAT IS STRATTON MEADOW SUBDIVISION, SANTAQUIN, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE SALT LAKE COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND. BOUNDARY DESCRIPTION Beginning at a point that is North 89°32'33" East, 1570.29 feet and South 0.83 feet from the West Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian and commencing in a northern direction along a 224.94-foot radius curve to the right, thence along the arc of said curve 14.58 feet through a central angle of 3°42'49" (chord bears North 3°56'11" East, 14.58 feet); thence North 5°37'26" East, 124.25 feet to a point on 527.50-foot curve to the left; thence along the arc of said curve 38.78 feet through a central angle on a 4°15'44" (chord bears North 3°31'04" East, 38.77 feet); thence North 1°24'42" East, 198.92 feet to a point on a 15.00-foot radius curve to the right; thence along the arc of said curve 23.19 feet through a central angle of 88°35'18" (chord bears North 45°42'21" East, 20.95 feet); thence North 31.00 feet; thence East 2.27 feet; thence North 31.00 feet; thence East, 430.89 feet; thence South 0°00'03" East, 902.78 feet; thence South 7°35'03" East, 64.42 feet; thence South 1°00'01" East, 124.53 feet; thence South 88°59'59" West, 521.40 feet; thence North 0°40'42" West, 216.36 feet; thence South 89°37'56" West, 6.38 feet; thence North 2°13'20" East, 432.43 feet: Thence South PRELIMINARY PLAY DATE: OWNER'S DEDICATION AND CONSENT TO RECORD KNOW ALL MEN BY THESE PRESENTS, THAT ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THE MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS BLOCKS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS, AND OTHER PUBLIC AREAS AS INDICATED HERON FOR THE PERPETUAL USE OF THE PUBLIC. IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_\_ BOARD OF EDUCATION NEBO SCHOOL DISTRICT MAP ROYCE J JOHNSON STRATTON ACRES LLC CASCADE SHADOWS INC. KIMBALL STRATTON (MANAGER) ANDY FLAMM (MANAGER) STRATTON MEADOW SUBDIVISION A SINGLE FAMILY PROJECT LOCATED IN THE SOUTH HALF OF SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 5 EAST SALT LAKE BASE AND MERIDIAN. ACCEPTANCE BY LEGISLATIVE BODY THE CITY COUNCIL OF SANTAQUIN, COUNTY OF UTAH, HEARBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_. APPROVED BY MAYOR APPROVED ATTEST CITY ENGINEER CLERK-RECORDER (SEE SEAL BELOW) (SEE SEAL BELOW) SULTING, inc PLANNING COMMISSION APPROVAL APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_ BY THE SANTAQUIN CITY PLANNING COMMISSION. TH JORDAN, UT 84095 694-5848 CHAIRPERSON, PLANNING COMMISSION DATE onsultingllc.com DIRECTOR, SECRETARY DATE SURVEYORS SEAL CITY ENGINEER SEAL ECORDER SEAL CITY CLERK SEAL SHEET NO

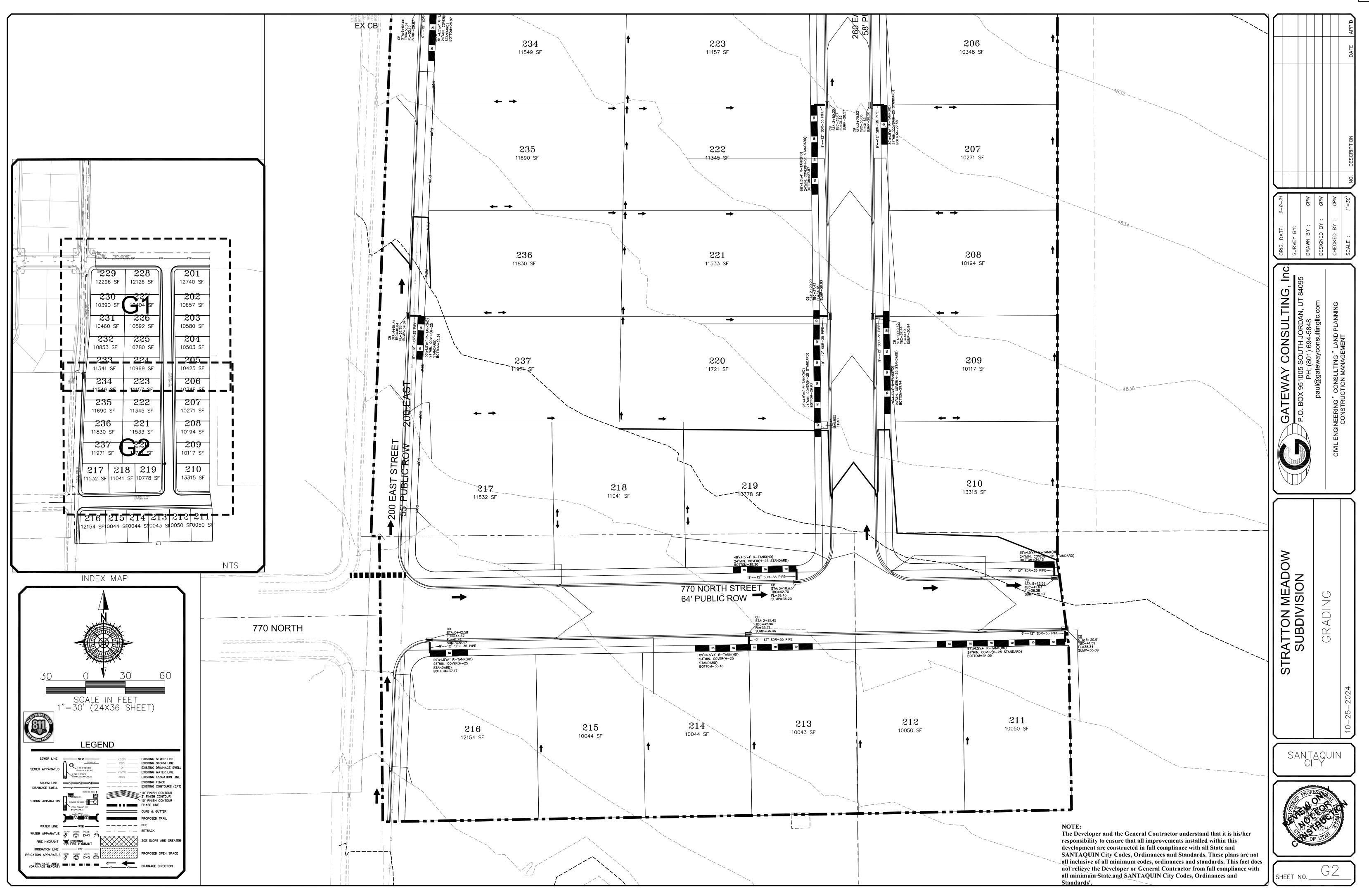
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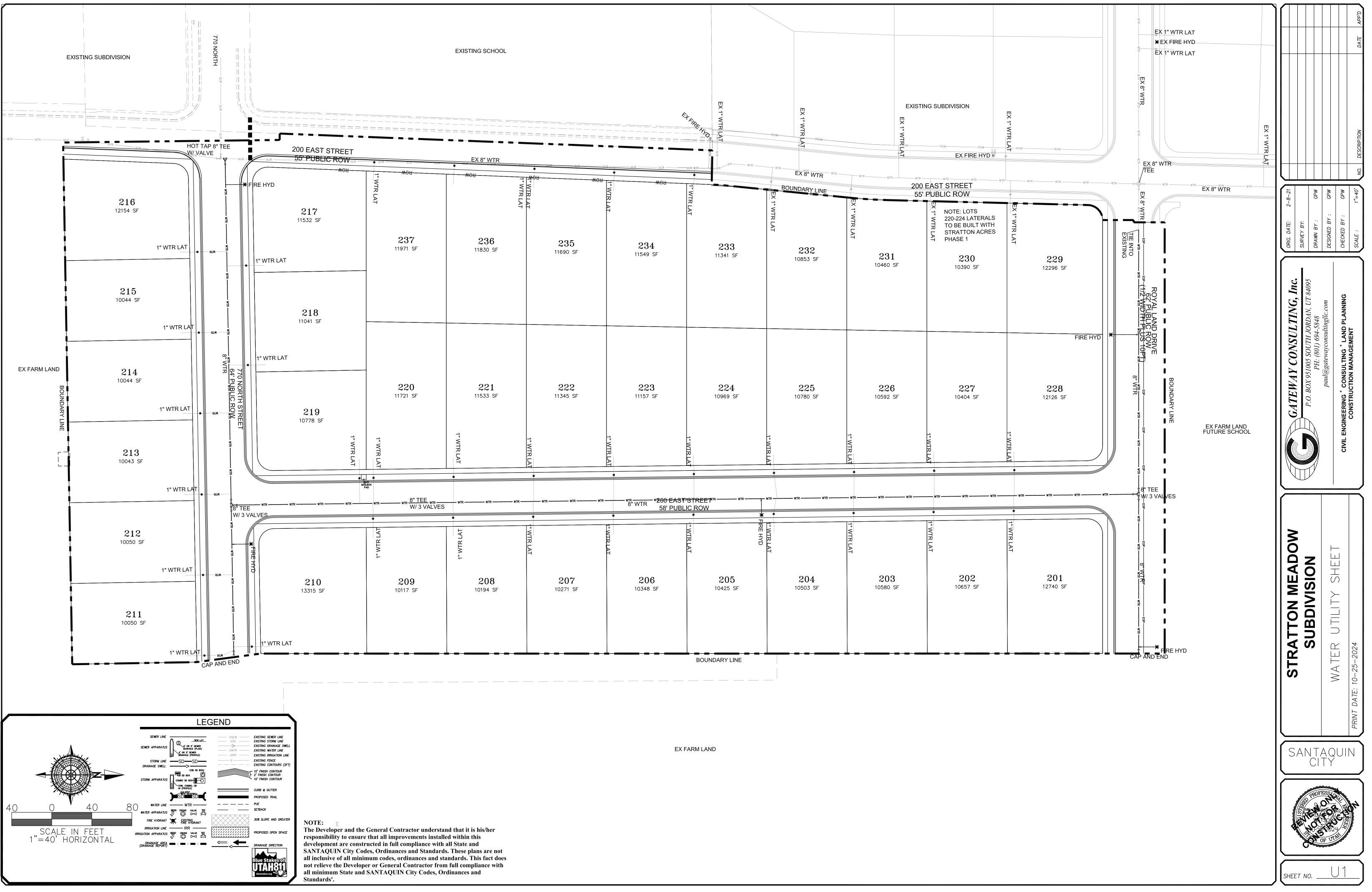


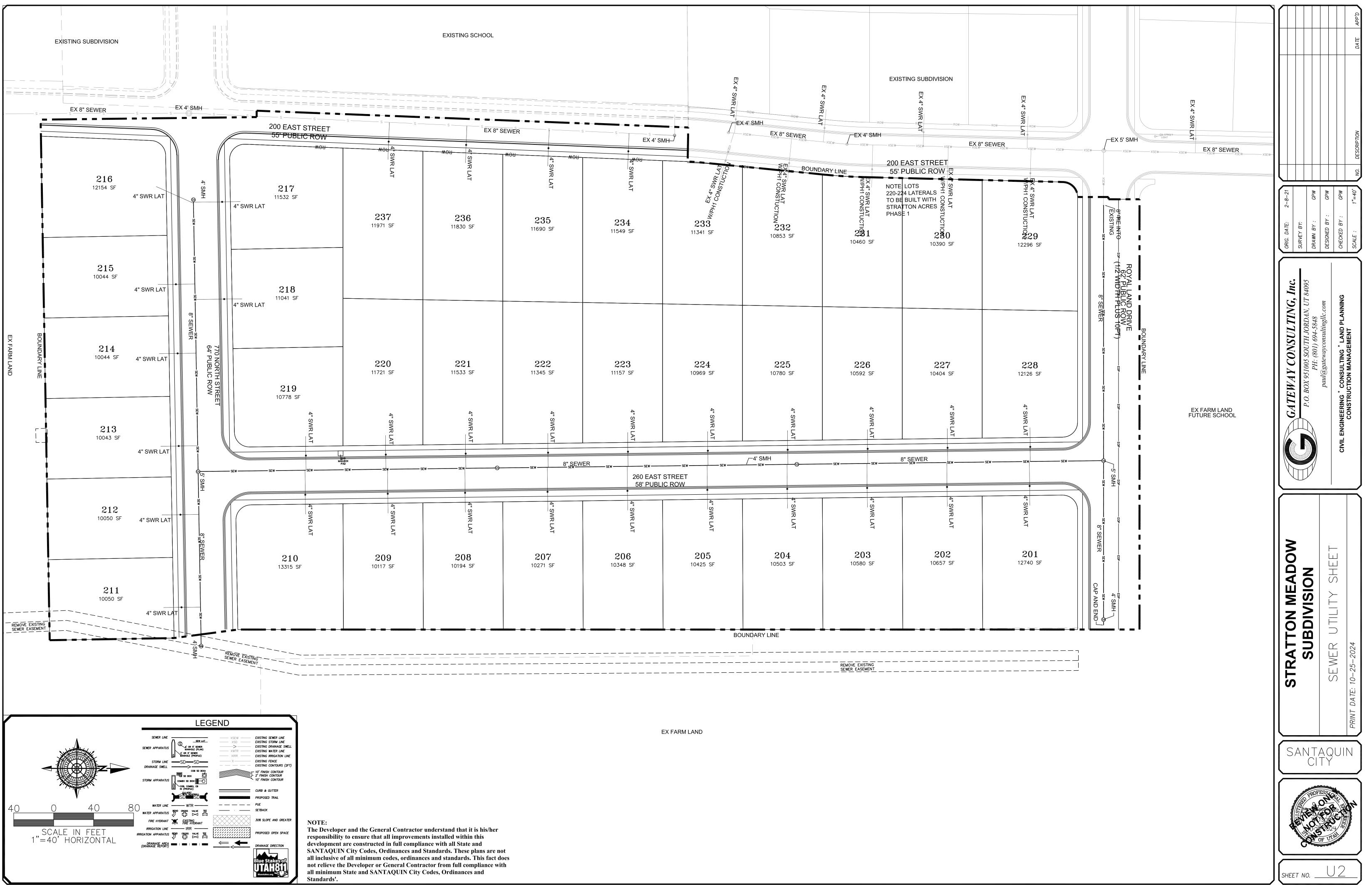


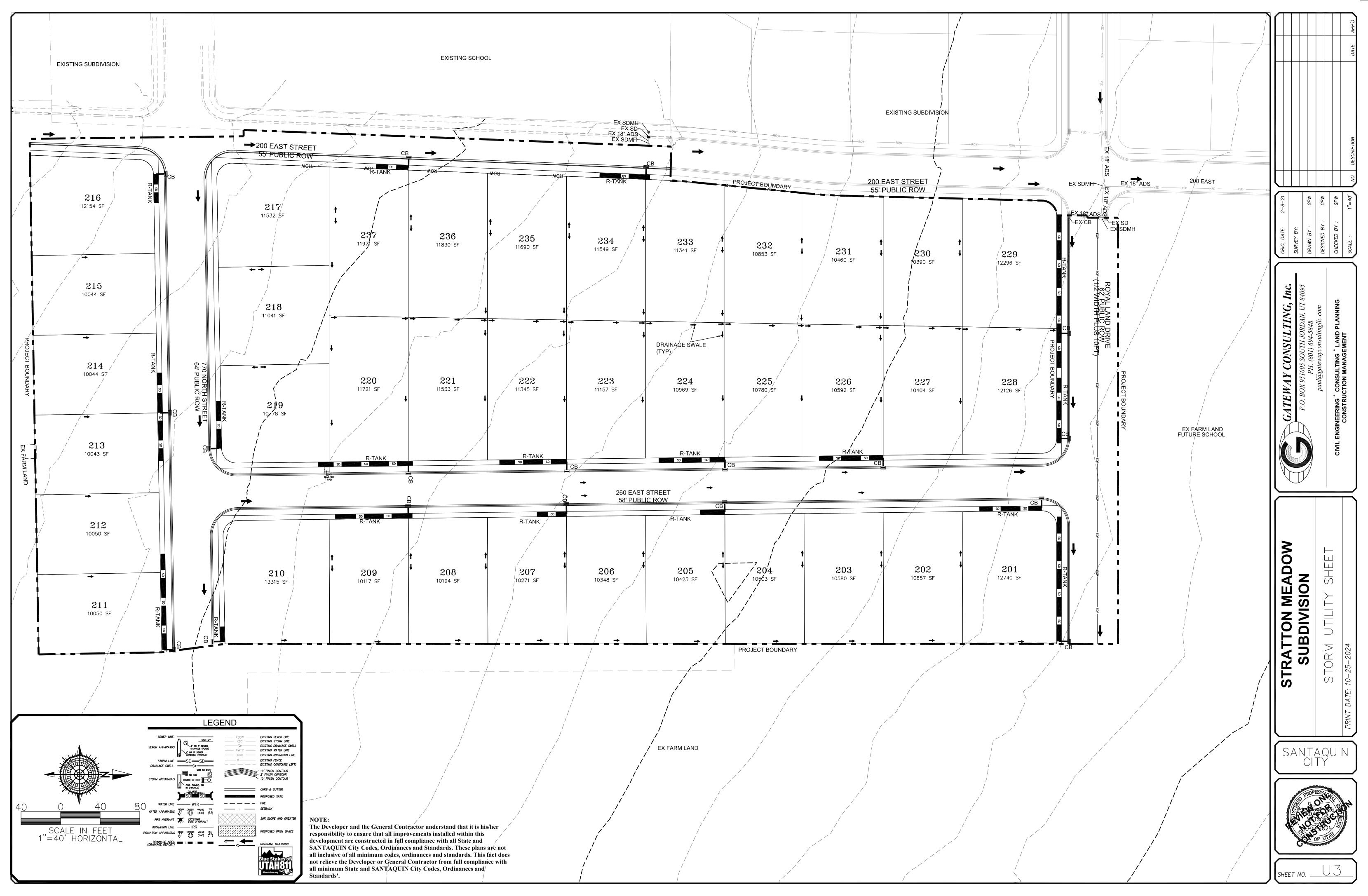


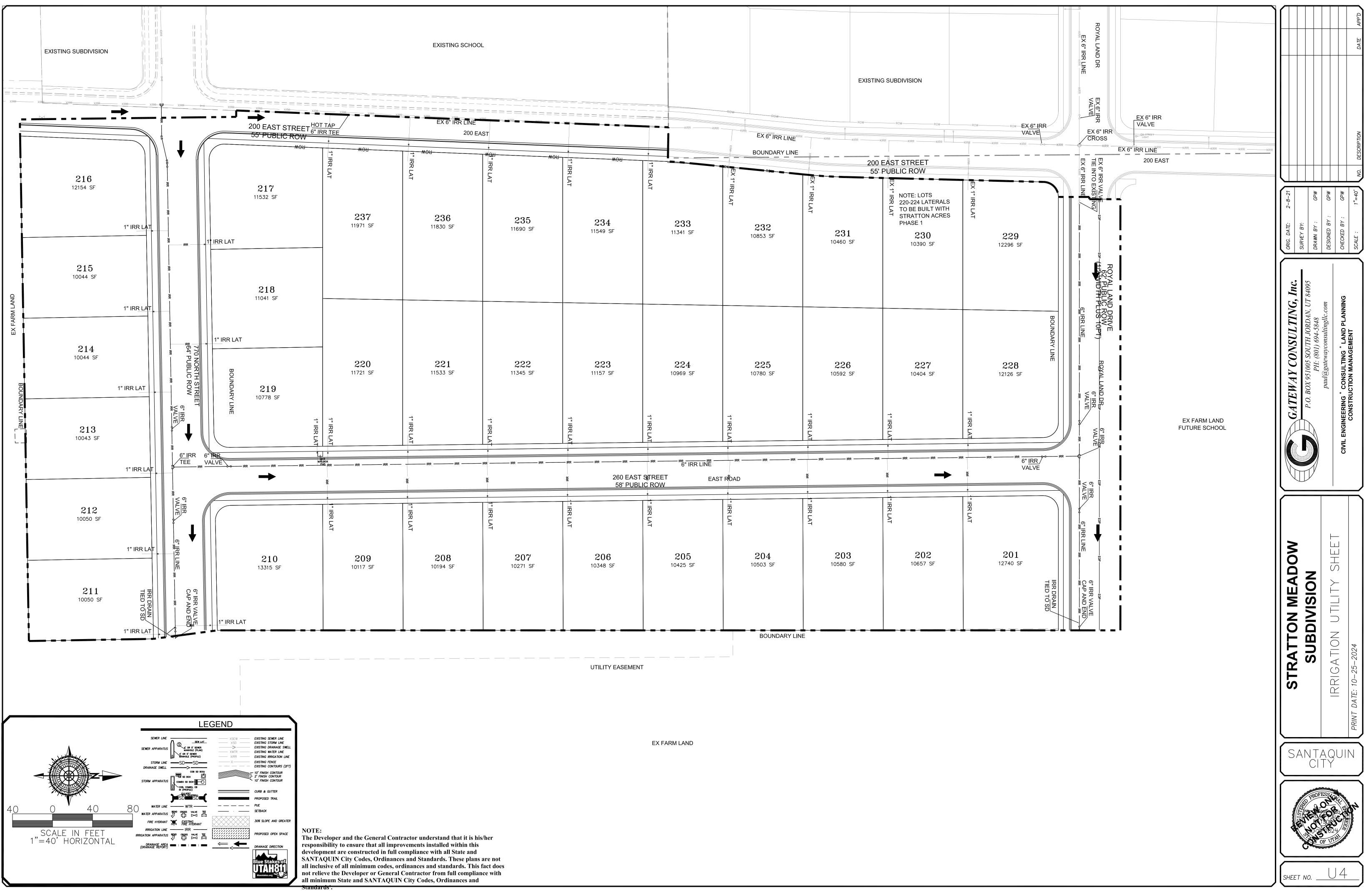


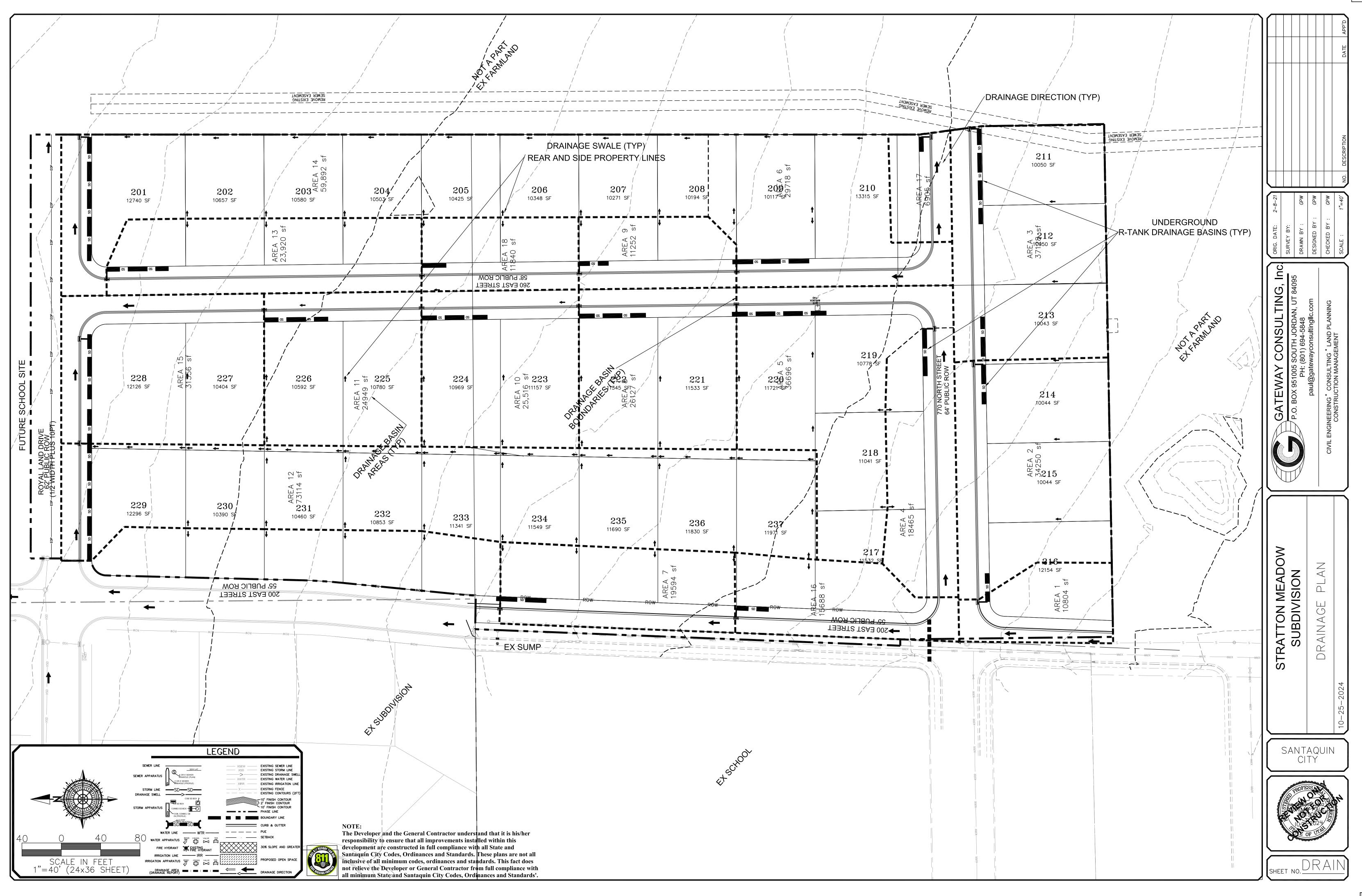




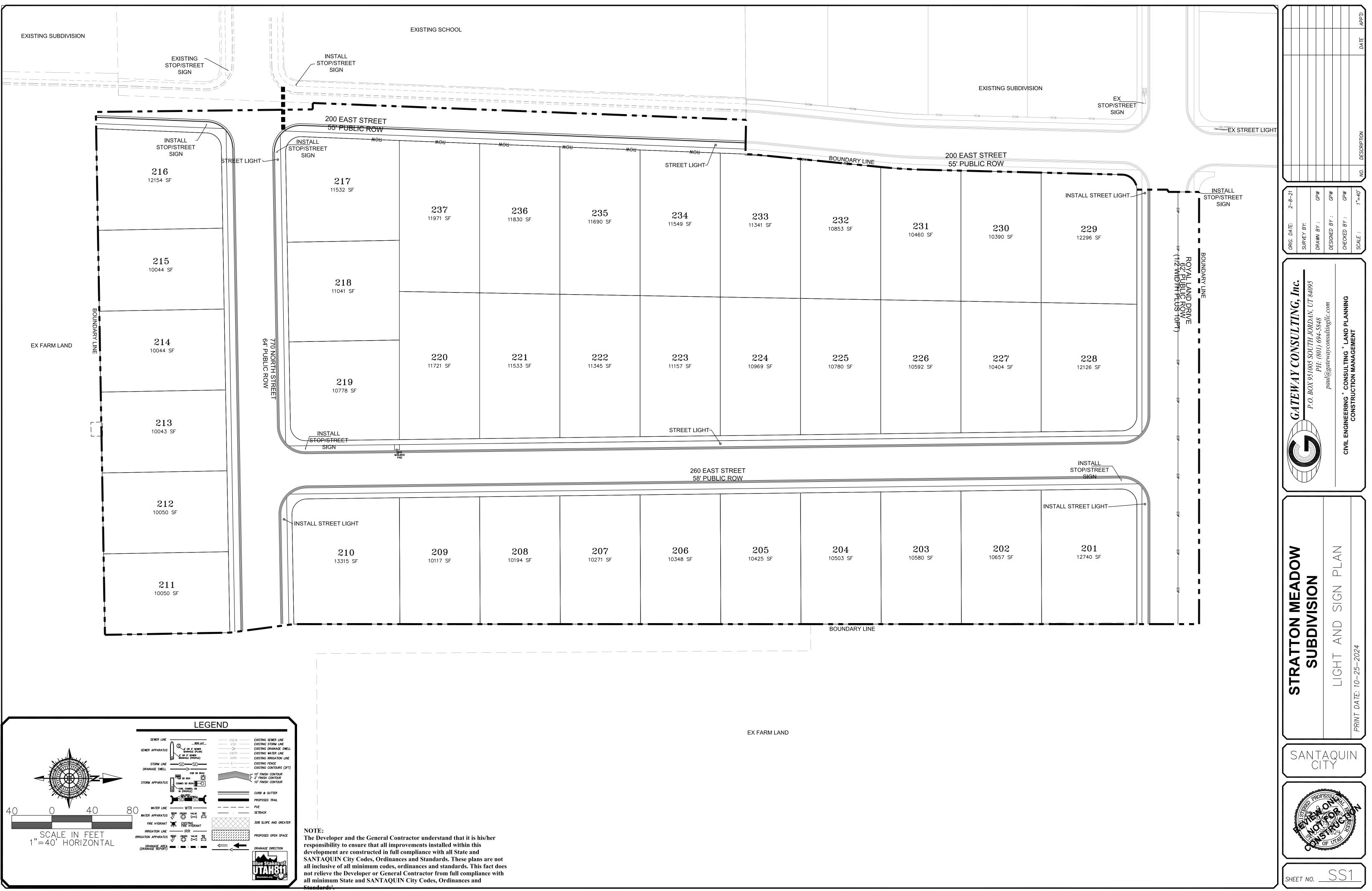




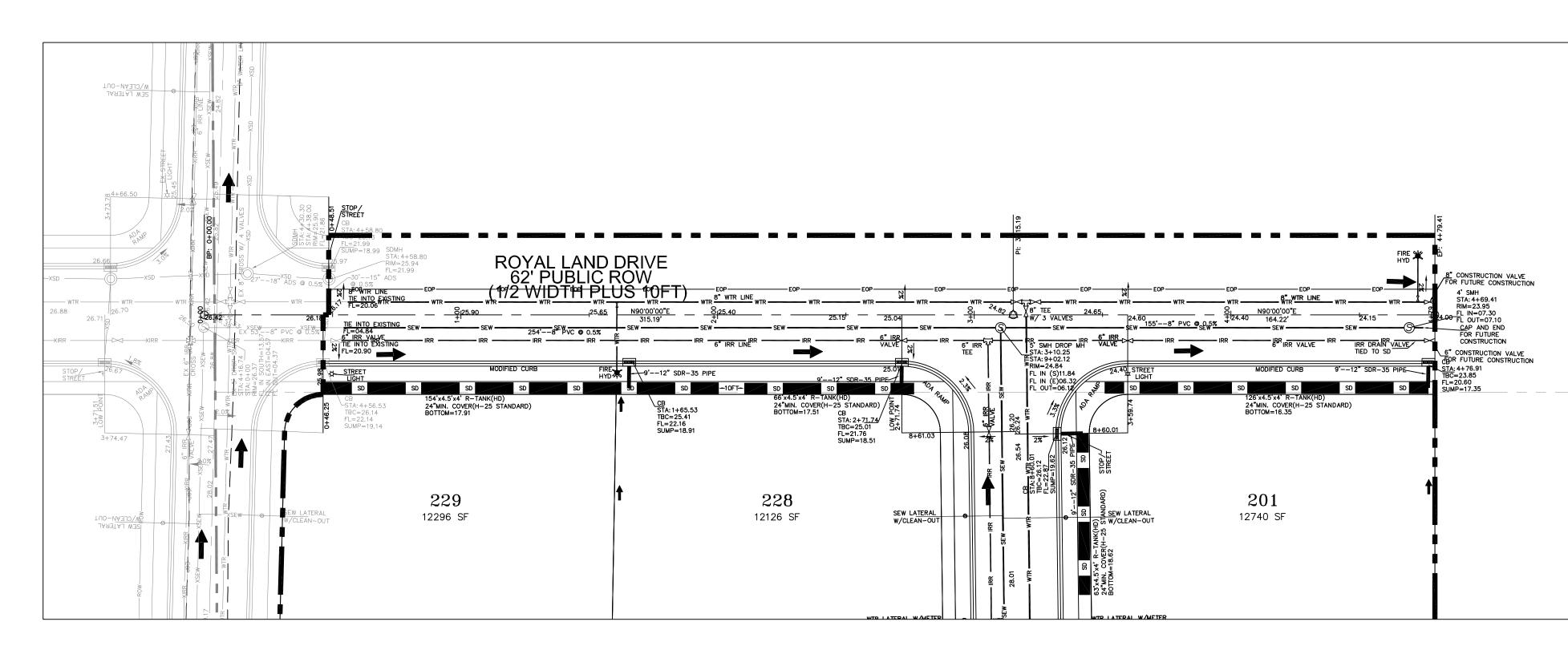


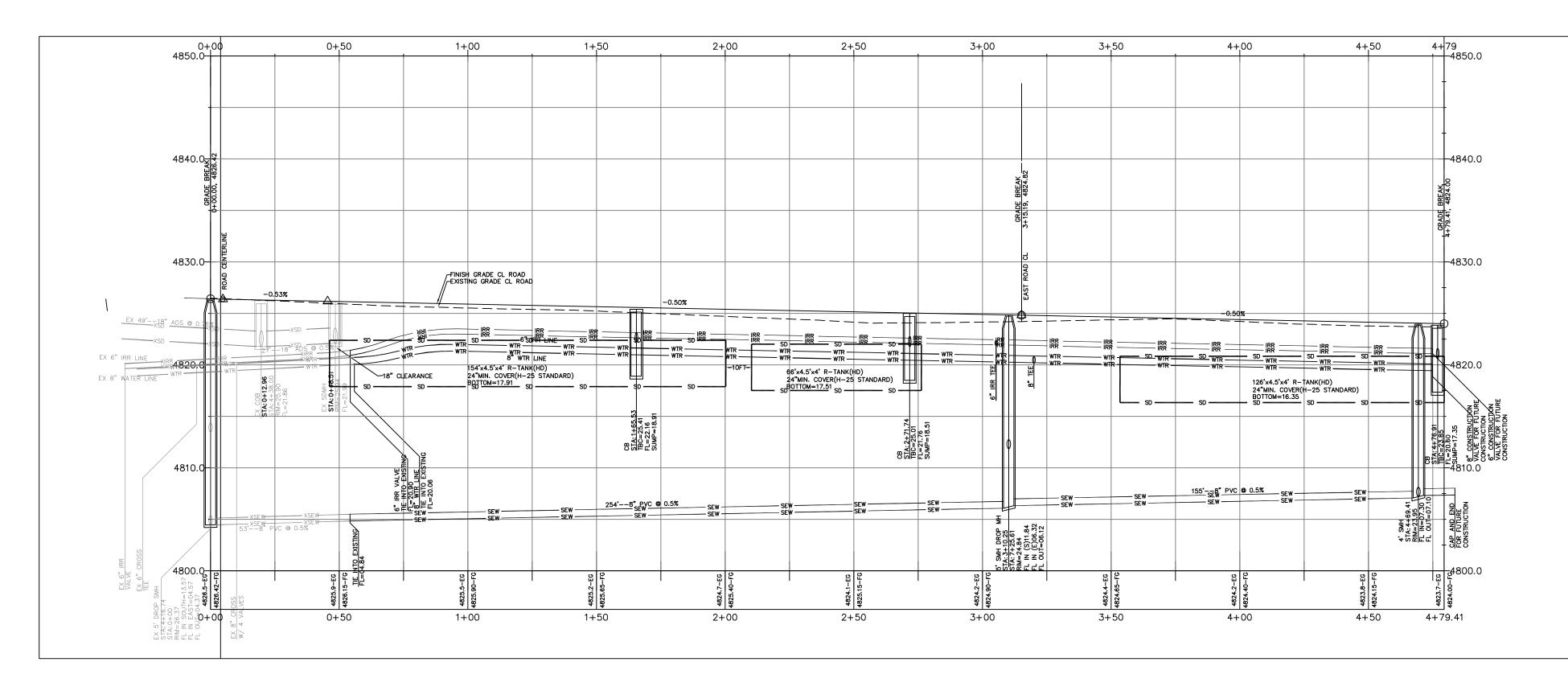


ltem 2.



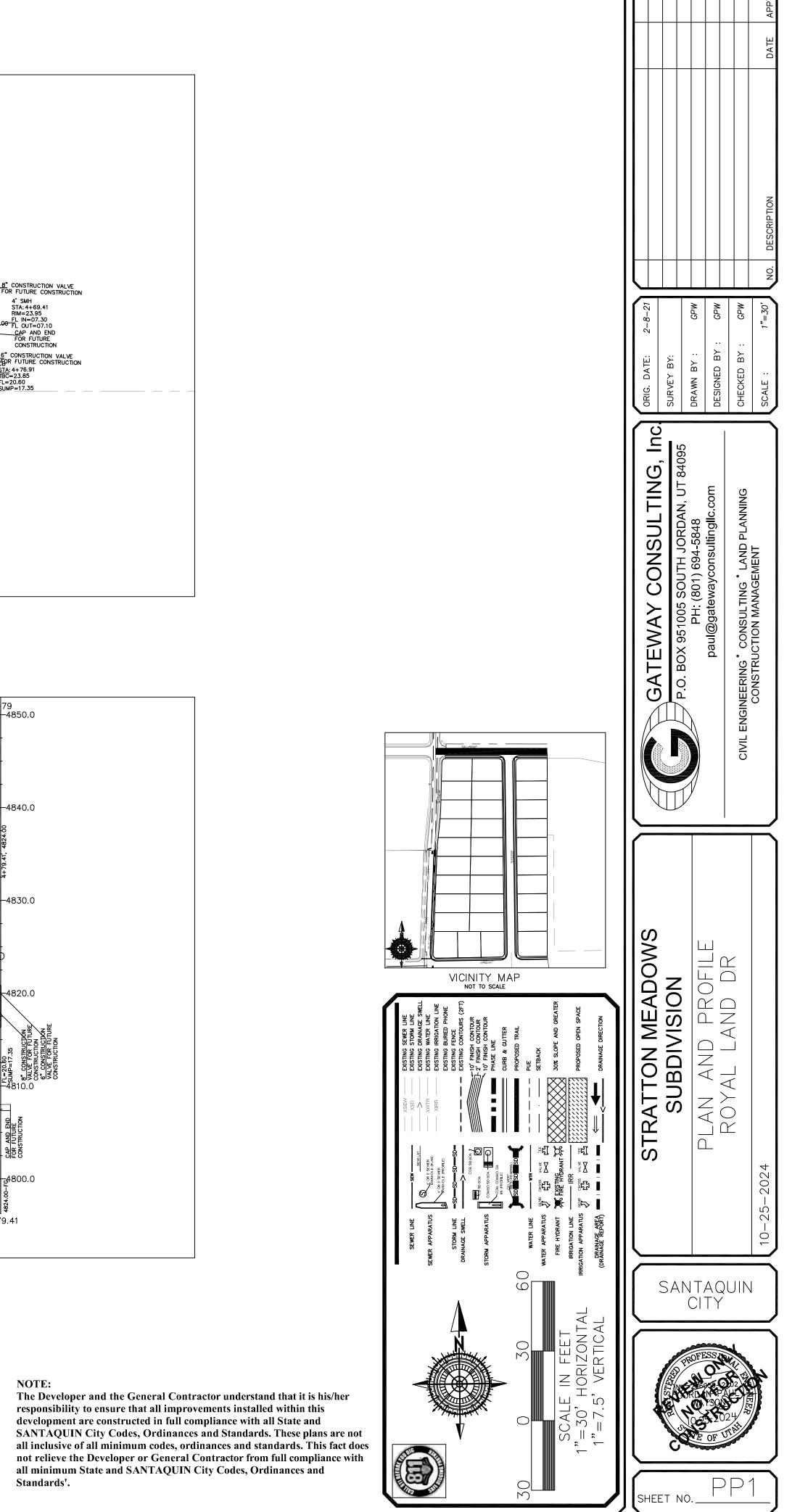
<b>208</b> 10194 SF	<b>207</b> 10271 SF	<b>206</b> 10348 SF	<b>205</b> 10425 SF	<b>204</b> 10503 SF	203 10580 SF	
				BOUNDARY LINE		

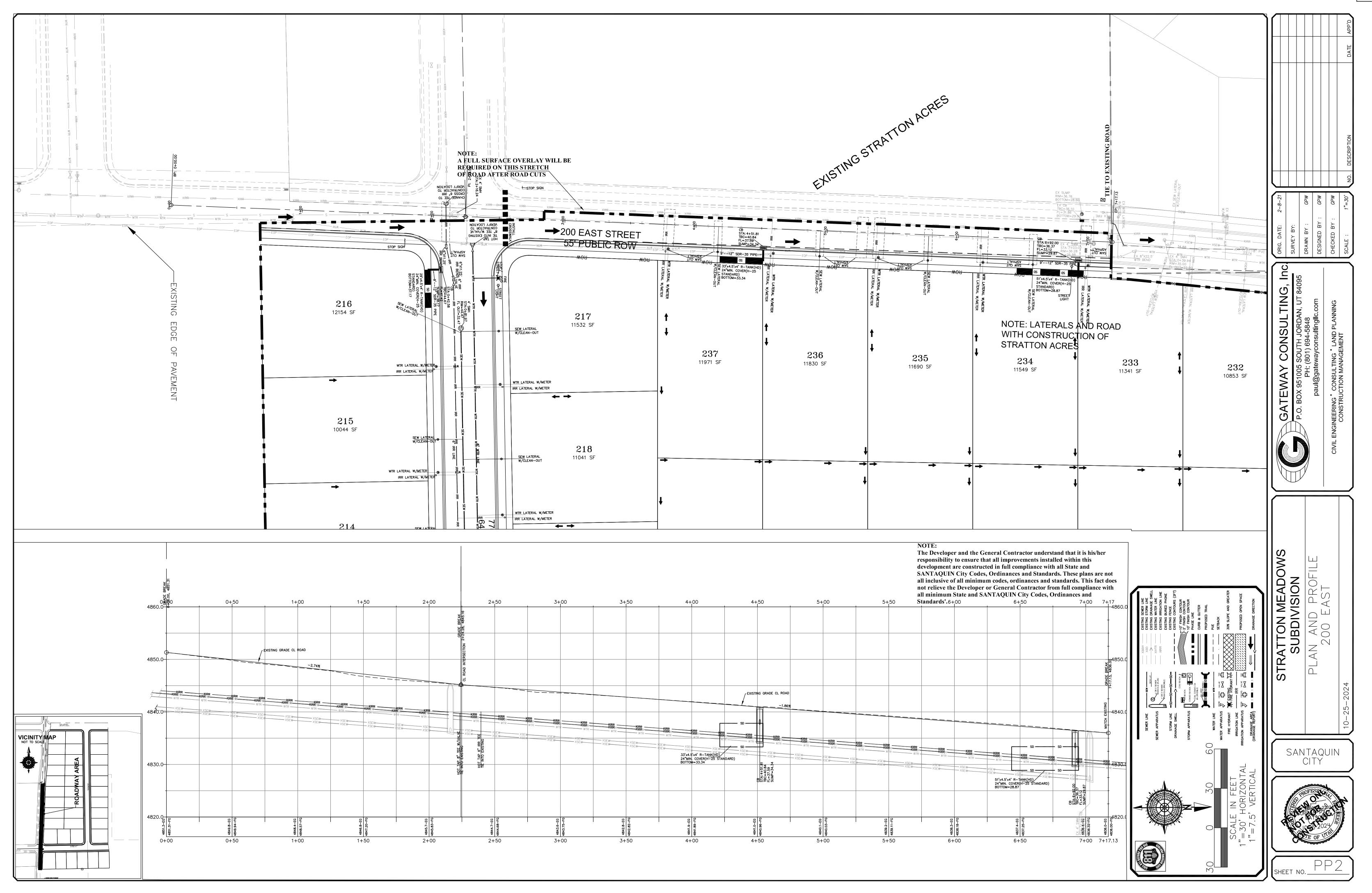




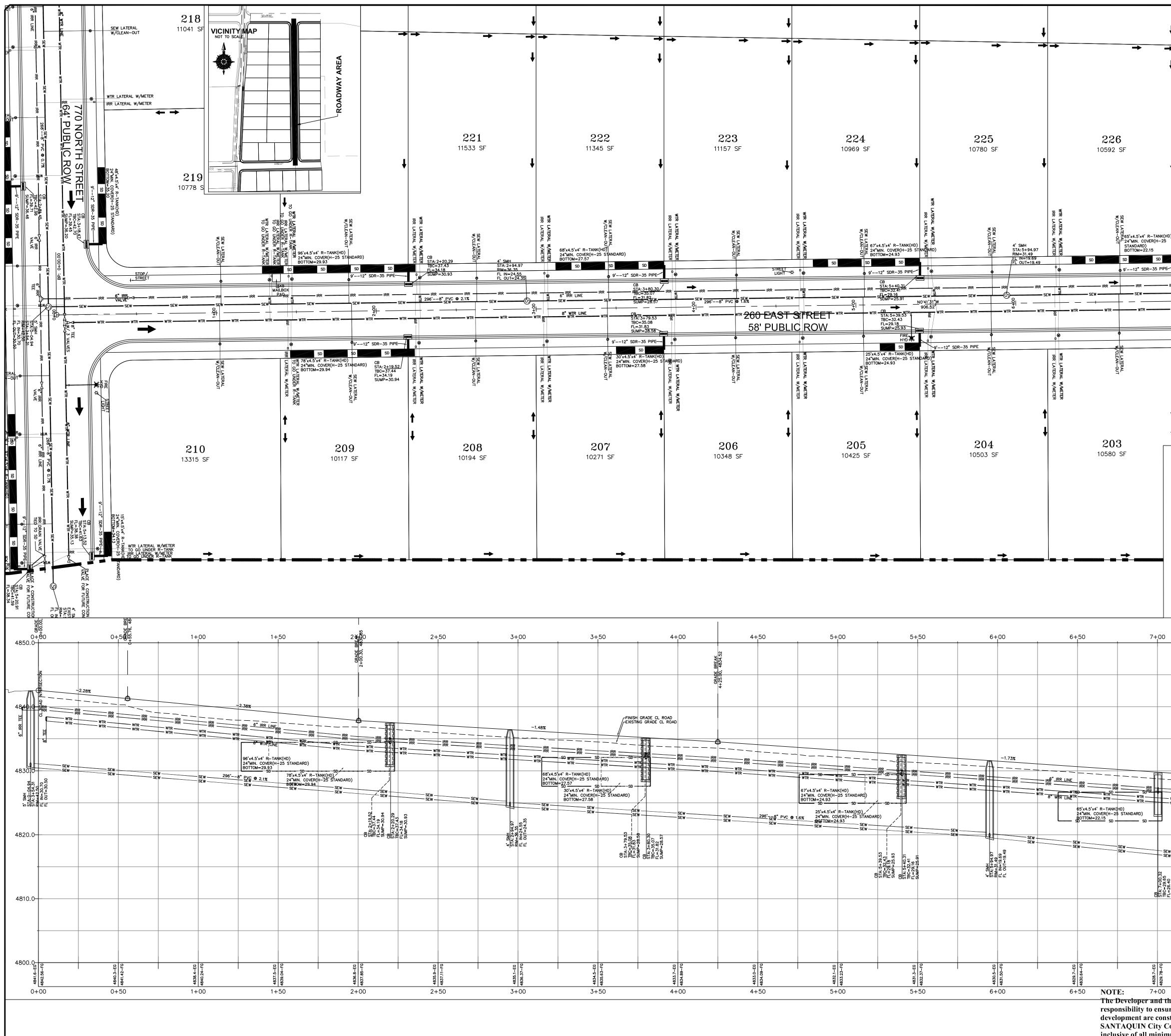
NOTE: Standards'.

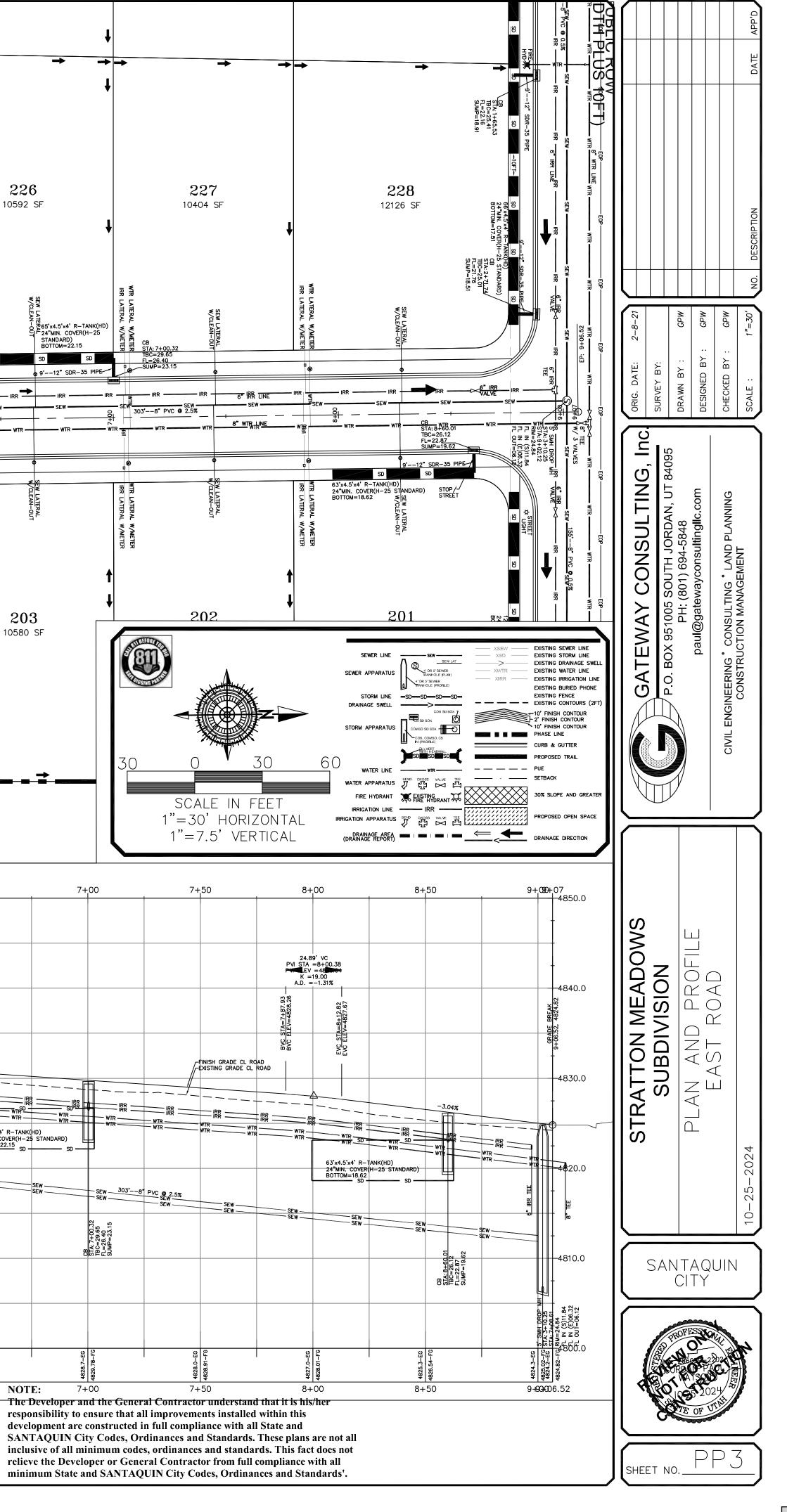


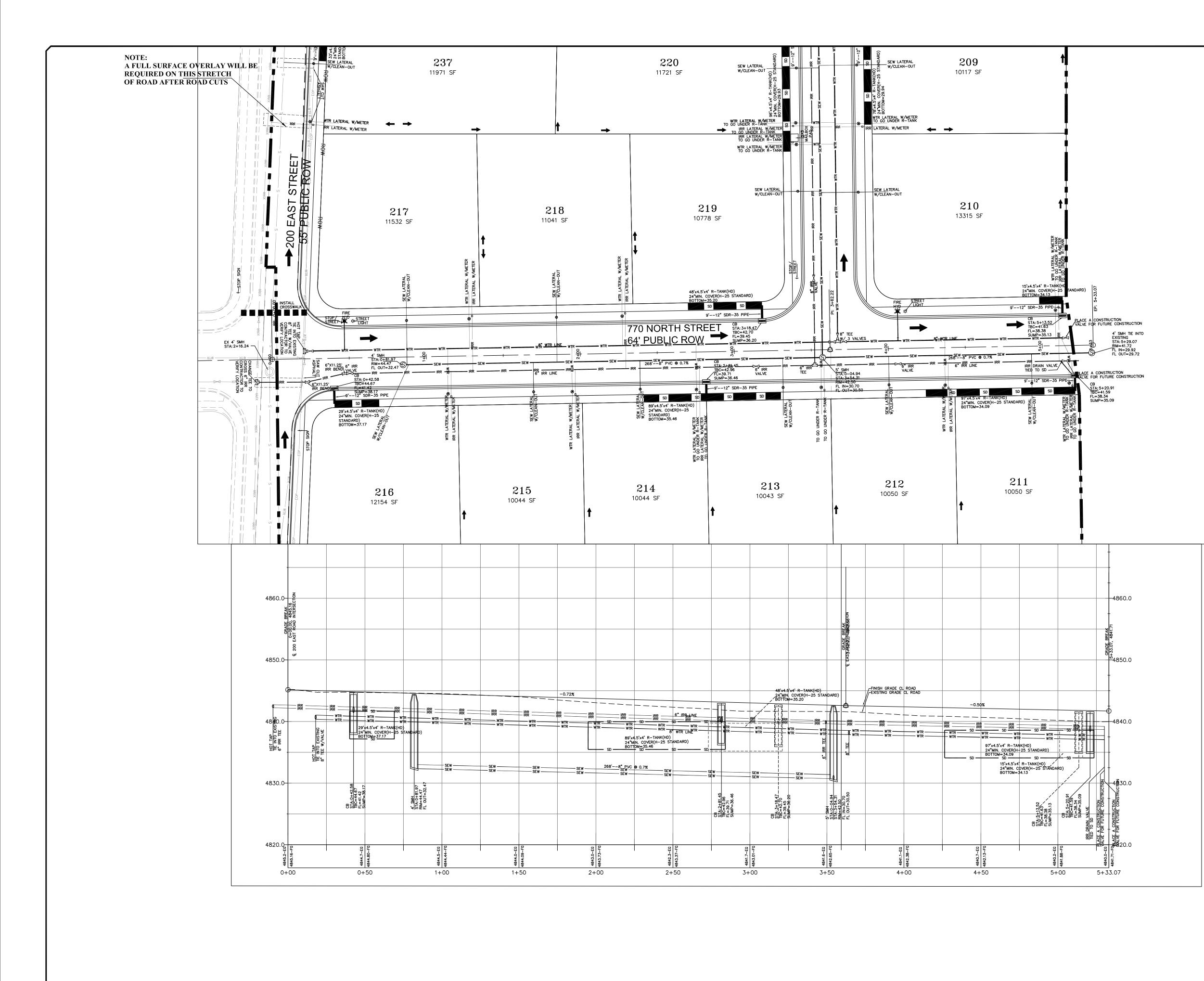




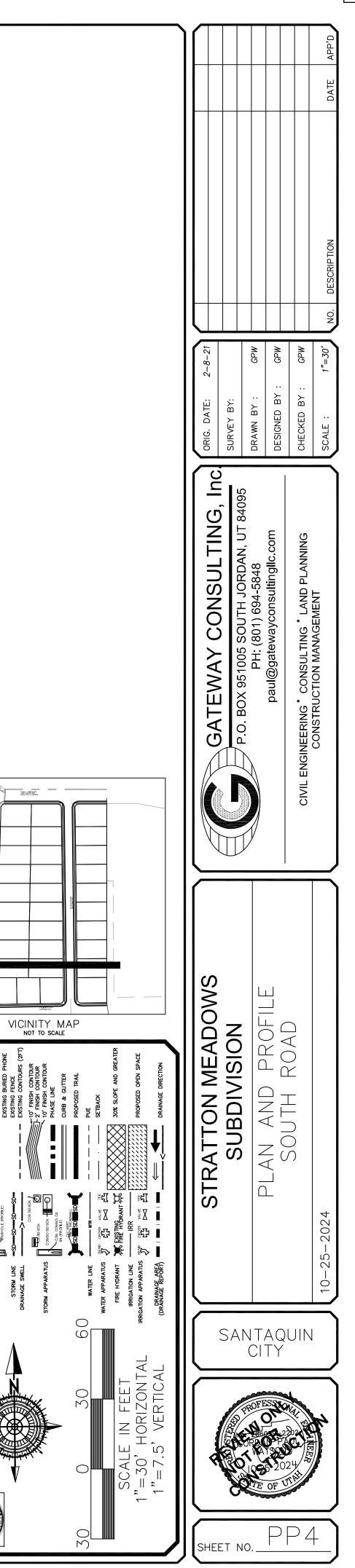


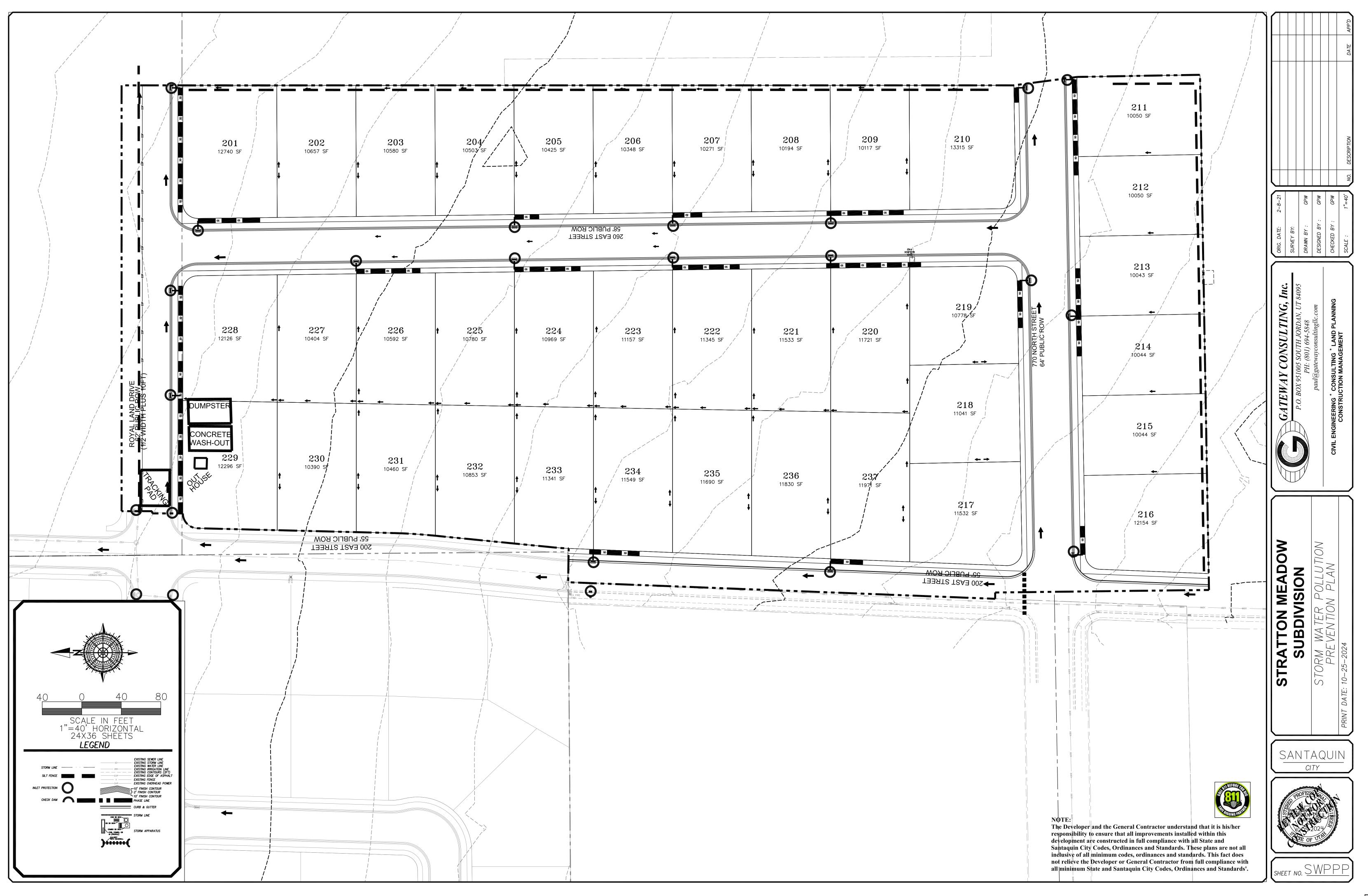






NOTE: The Developer and the General Contractor understand that it is his/her responsibility to ensure that all improvements installed within this development are constructed in full compliance with all State and SANTAQUIN City Codes, Ordinances and Standards. These plans are not all inclusive of all minimum codes, ordinances and standards. This fact does not relieve the Developer or General Contractor from full compliance with all minimum State and SANTAQUIN City Codes, Ordinances and Standards'.





<u>GENERAL EROSION CONTROL NOTES</u>

DURING CONSTRUCTION

GENERAL EROSION CONTROL NOTES: 1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF, THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.

2. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORESEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE SANTAQUIN CITY PUBLIC WORKS DEPARTMENT MAY REQUIRE ADDITIONAL CONTROL DEVISES UPON INSPECTION OF PROPOSED FACILITIES.

3. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING THE STREETS CLEAN AND FREE FROM DEBRIS FROM TRAFFIC FROM THE SITE.

4. ALL STORM DRAIN FACILITIES ON SITE AND ADJACENT TO THE SITE NEED TO BE PROTECTED FROM SITE RUNOFF. INLET PROTECTION DEVICES SHALL BE INSTALLED IMMEDIATELY UPON INDIVIDUAL INLETS BECOMING FUNCTIONAL.

5. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED, SEEDED WITH NATIVE VEGETATION, OR LANDSCAPED. REFER TO LANDSCAPE PLANS FOR SEED MIX. AND PLANTING SPECIFICATIONS.

6. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING ARE IN PLACE. EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATIONS. EROSION CONTROL IN PROPOSED PAVEMENT AREAS SHALL REMAIN N PLACE UNTIL PAVEMENT IS COMPLETE. 7. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLES WILL ENTER OR EXIT THE SITE. CONTROL FACILITIES WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY AND REMOVED WHEN THE SITE IS PAVED.

8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE.

9. BLOWING DUST MUST BE CONTROLLED AT ALL TIMES. INSTALLATION OF A SILT SCREEN AND SITE WATERING SHALL BE USED TO CONTROL DUST, THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE. DEVELOPMENT OF THE PROJECT.

11. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

12. ALL MEASURES CONTAINED IN THIS PLAN MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL FINAL STABILIZATION OF THE SITE, ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A RAINFALL EVENT. ANY NEEDED CLEANING AND REPAIRS NEED TO BE DONE IMMEDIATELY UPON DISCOVERY.

13. ALL UTILITY LINES SHALL BE CLEANED OF DIRT AND DEBRIS PRIOR TO BEING PUT IN TO SERVICE. DOWNGRADE LINES MUST BE PROTECTED FROM WASH-WATER DURING THE CLEANING TO AVOID CONTAMINATION AND COMPROMISING OUTFALL CLEANLINESS.

ADDITIONAL EROSION CONTROL NOTES POST CONSTRUCTION

1. THE CUT SLOPES ARE PROGRAMMED AS SHOWN. TOPS OF 3:1 & 2:1 CUTS THAT OCCUR IN TOP SOIL WILL BE ROUNDED TO BLEND INTO NATURAL TERRAIN.

2. EXCAVATED MATERIAL TO BE STOCKPILED IN AREAS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR, COUNTY REVIEW ENGINEER AND COUNTY INSPECTOR.

3. CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITY TO AREAS WITHIN THE FLAGGED LIMITS OF DISTURBANCE AND AS SHOWN ON THE PLANS AND WITHIN FIELD DESIGNATED STORAGE, STAGING ACCESS. CONSTRUCTION AND MATERIAL WASTE AREAS AS APPROVED BY THE CITY ENGINEER.

4. CONTRACTOR SHALL ABIDE BY EROSION CONTROL REQUIREMENTS AS SET FORTH HEREIN.

5. ORGANIC MATERIALS WILL BE SEPARATED, REMOVED FROM THE ROAD BEDS AND STOCKPILED IN LOCATIONS TO BE DETERMINED IN THE FIELD BY THE ENGINEER, CONTRACTOR AND COUNTY INSPECTOR. NO ORGANIC MATERIAL WILL BE PLACED IN THE STRUCTURAL FILLS AREA.

6. AFTER CLEARING AND GRUBBING OPERATIONS, TOPSOIL IS TO BE STOCKPILED IN AREAS TO BE DETERMINED IN FIELD BY THE ENGINEER, CONTRACTOR, COUNTY REVIEW ENGINEER AND COUNTY INSPECTOR. NO ORGANIC MATERIAL OR ROCK LARGER THAN 24" WILL BE PLACED IN ROADWAY FILLS. 12" MINUS IN TOP 1' OF ROADWAY.

7. NO BRUSH OR TOPSOIL SHALL BE STOCKPILED WITHIN THE ROADWAY RIGHT OF WAYS.

8. ALL FILL SLOPES WILL BE GRADED AS SHOWN OR AS DETERMINED BY A GEOTECHNICAL ENGINEER. COMPACTION OF EMBANKMENT FILLS WILL BE CONSTRUCTED TO SANTAQUIN CITY ROADWAY STANDARDS. FILL AREAS SHALL BE CLEARED, GRUBBED, STRIPPED OF SOIL AND SCARIFIED PRIOR TO PLACEMENT OF SUITABLE EMBANKMENT MATERIAL.

9. ALL DISTURBED AREAS WILL BE REVEGETATED ACCORDING TO REVEGETATION / EROSION CONTROL NOTES WITH A GRASS MIXTURE AS FOLLOWS APPLIED AT A MINIMUM RATE OF 50 LBS. PLS (PURE LIVE SEED PER ACRE WITH MIX)

NATIVE GRA	ASSES
% Pure	Grass Type
20.00	Hard fescue
15.00	Pubescent wheat grass
15.00	Orchard grass (sod forming)
15.00	smooth brom grass
20.00	Stream bank wheat grass (sod forming)
15.00	Western wheat grass
	-

TOPSOIL SHALL BE PLACED TO A DEPTH OF 6" ON ALL CUT AND FILL SLOPES 3:1 OR FLATTER. REVEGETATION AREAS WILL BE SEEDED AND MULCHED AS SOON AS POSSIBLE AFTER CONSTRUCTION COMPLETION.

10. SILT FENCING WILL BE HELD IN PLACE WITH 2 X 2 STAKES AND WILL BE PLACED ON THE DOWNHILL SIDES OF ALL DISTURBED AREAS AND AREAS USED FOR STOCKPILING AND TRENCHED INTO GROUND.

11. THE SILT FENCING SHALL BE INSTALLED BEFORE CLEARING AND GRUBBING AT THE TOE OF THE DISTURBED DOWNHILL SLOPE. NO GRUBBED AREA SHALL BE WITHOUT SILT FENCE PROTECTION FOR LONGER THAN 24 HOURS. THE SILT FENCE SHALL BE MONITORED AND REPLACED IF NECESSARY.

12. ALL SITE DRAINAGE SHALL BE ADEQUATELY PROVIDED FOR DURING CONSTRUCTION.

13. NATURAL VEGETATION WILL BE PRESERVED AND PROTECTED AS MUCH AS POSSIBLE AND VEGETATION REMOVAL WILL BE MINIMIZED.

14. DRAINAGE WAYS AND OUTLETS WILL BE PROTECTED FROM INCREASED FLOWS AND EROSION.

15. THE CONTRACTOR SHALL NOTIFY ALL OWNERS OF UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, TELEPHONE, ELECTRICAL, NATURAL GAS AND CABLE TELEVISION, OF THE PROPOSED CONSTRUCTION WITHIN THE UTILITIES AREA OF OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR MEETING WITH AND COORDINATING CONSTRUCTION ACTIVITIES WITH THOSE OF THE UTILITY COMPANIES INVOLVED WITH FIELD LOCATION OF ALL EXISTING UTILITIES WITHIN THE AREA OF OPERATIONS. SHOULD THE CONTRACTOR EXPERIENCE A FAILURE BY THE UTILITY COMPANIES TO COMPLY WITH THEIR RESPONSIBILITY OF RELOCATING OR ADJUSTING THEIR FACILITIES, IF ANY, THE OWNER MUST BE NOTIFIED IN WRITING. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

16. THE CONTRACTOR SHALL FOLLOW AS APPLICABLE, UNLESS STANDARDS HAVE BEEN WAIVED OR MODIFIED:

- UNIFORM BUILDING CODE, 1997 EDITION, APPENDIX CHAPTER A33, EXCAVATING AND GRADING - UNIFORM FIRE CODE

17. FINISH GRADES ARE AT ROADWAY CENTERLINE, UNLESS OTHERWISE SPECIFICALLY NOTED.

18. NATIVE MATERIAL CAN BE CRUSHED AND PROCESSED ON SITE FOR ROAD BASE MATERIAL.

19. TEMP. DEBRIS PILES WILL BE LOCATED EVERY 200' AS NEEDED.

20. ALL ROADWAYS, TRENCHES, DETENTION PONDS AND/OR EXCAVATIONS OF ANY KIND REQUIRING FILL MATERIAL WILL BE INSPECTED AND APPROVED BY THE OWNERS QUALITY CONTROL FIRM PRIOR TO THE PLACEMENT OF ANY FILL MATERIAL.

21. ALL FILL OR BACK FILL, WHETHER IMPORT OR NATIVE SOILS, WILL BE TESTED FOR DENSITY, MOISTURE AND BEARING AT REGULAR INTERVALS THROUGH THE COURSE OF THE FILL PLACEMENT. ALL FILLS WILL BE PLACED IN LIFTS AS PER THE PLANS AND SANTAQUIN CITY SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE TO NOTIFY THE THE GEOTECH 24 HOURS IN ADVANCE OF SCHEDULED FILL PLACEMENT.

22. IN THE EVENT OF DISCREPANCIES BETWEEN BID DOCUMENTS AND EXISTING ONSITE CONDITIONS, CONTRACTOR WILL 1) IMMEDIATELY HALT WORK ACTIVITY AND NOTIFY DESIGN ENGINEER OF ANY SUCH DISCREPANCIES 2) UPON RESOLUTION OF DISCREPANCIES, CONTRACTOR WILL SUBMIT COST OF CHANGED CONDITION, IF ANY. 3) PROCEED WITH WORK AFTER RECEIPT OF WRITTEN NOTICE TO COMMENCE WORK.

23. CONTRACTOR WILL, PRIOR TO INSTALLATION PREPARE AND SUBMIT PRODUCT DATA AND DETAILS FOR MATERIAL USED IN CONJUNCTION WITH THIS PRODUCT IE. OVERFLOW STRUCTURES, DRAINAGE PIPE, FILTER FABRICS, EROSION BLANKETS, GROUT, GUARDRAILS, ROAD SIGNS, ETC.

24. CUT AND FILL SLOPES MATTING TO BE SEEDED AND TOPSOILED PRIOR TO PLACEMENT OF EROSION BLANKETS.

25. STAPLE PATTERNS ON EROSION MATS PER SUPPLIERS SPECS

EROSION CONTROL BLANKET - ALL REQUIRED GRADING AND SEEDING IN AREAS TO RECEIVE EROSION CONTROL BLANKET SHOULD BE COMPLETED AND APPROVED BEFORE PLACING THE PRODUCT. APPLY THE BLANKET WITHIN 24 HOURS AFTER SEEDING OR BEFORE PRECIPITATION FALLS. IF THE BLANKET IS NOT INSTALLED AND A PRECIPITATION EVENT OCCURS, CREATING SOIL EROSION, REPLACE ERODED MATERIAL, REWORK THE SOIL, AND RESEED BEFORE INSTALLING THE BLANKET. INSTALL THE EROSION CONTROL BLANKET OR CHANNEL LINER STRICTLY FOLLOWING MANUFACTURER'S SPECIFICATIONS. ALLOW THE BLANKET OR LINER TO LAY LOOSELY ON THE SOIL TO ACHIEVE MAXIMUM SOIL CONTACT. REMOVE ROOTS, BRANCHES, OR OTHER LOOSE OBJECTS THAT CAUSE THE BLANKET OR CHANNEL LINER TO "TENT". PLACE ROOTS AND BRANCHES ON AREAS ALREADY BLANKETED. DO NOT STRETCH THE BLANKET DURING INSTALLATION. STAPLE THE BLANKET OR LINER USING MANUFACTURER'S SPECIFICATIONS. STAPLE REQUIREMENTS VARY ACCORDING TO THE STEEPNESS AND LENGTH OF THE SLOPE. PLACE ADDITIONAL STAPLES IN AREAS SUCH AS: SWALES, BASE OF HUMPS, AGAINST ROCK OUTCROPS AND AS REQUIRED TO ACHIEVE MAXIMUM CONTACT BETWEEN THE BLANKET AND THE SOIL.

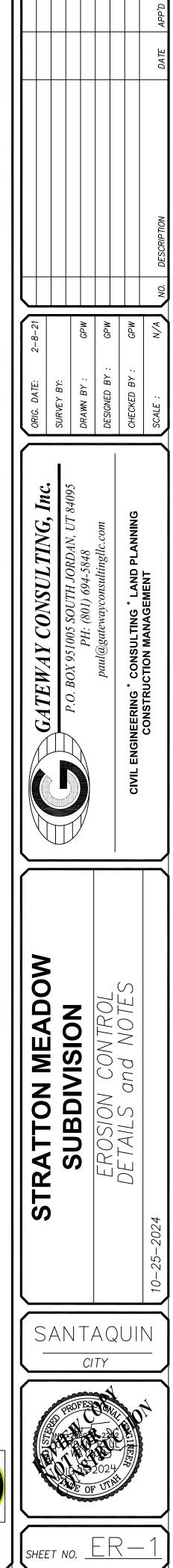
TOPSOIL - PLACE TOPSOIL JUST BEFORE SEEDING TO ELIMINATE COMPETITION FROM WEEDS, COORDINATE TOPSOIL PLACEMENT WITH THE SEEDING WINDOW.

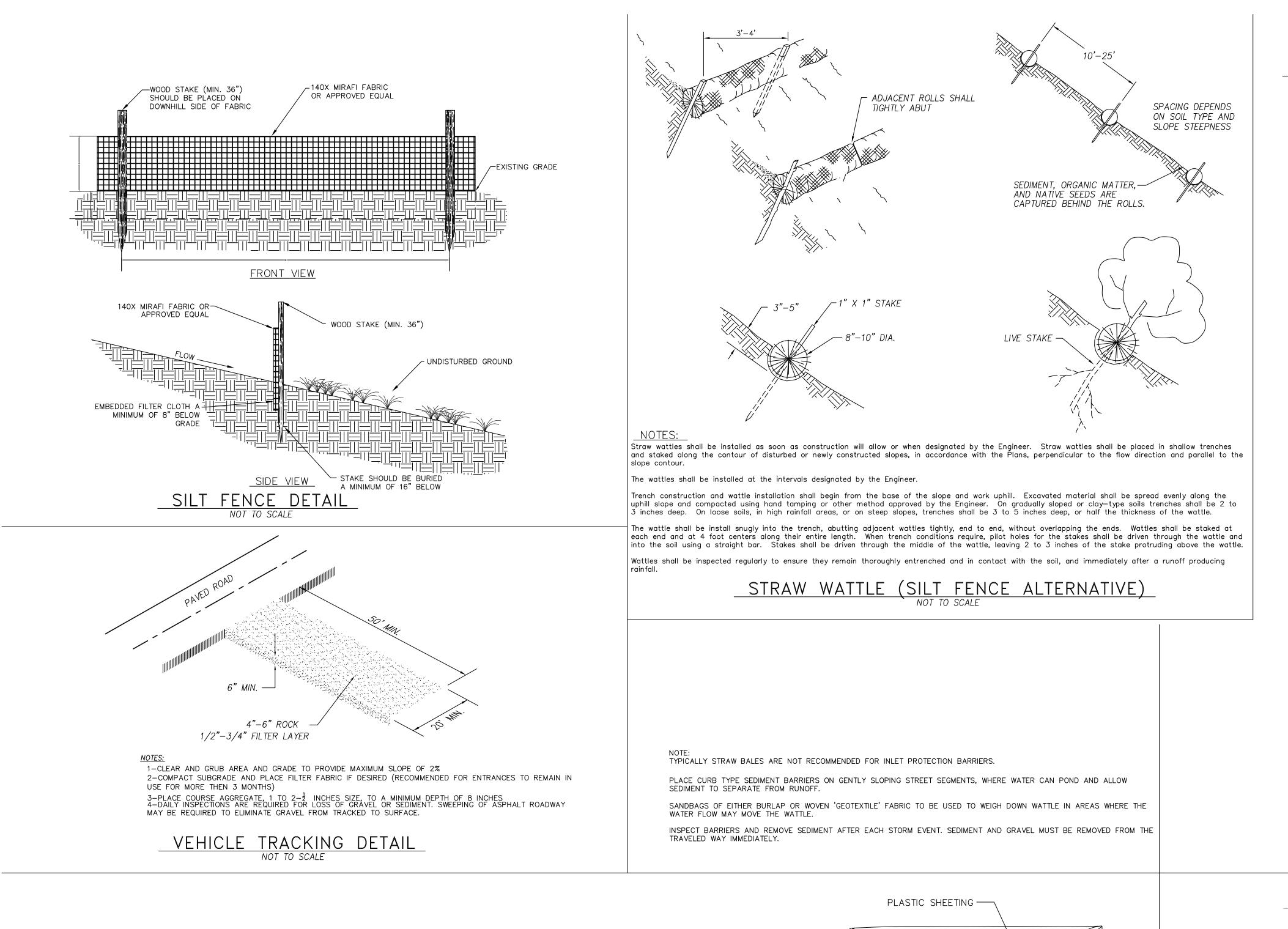
SEEDING WINDOW - COMPLETE ALL GENERAL DISTURBED AREA SEEDING WITHIN THE APPROPRIATE SEEDING WINDOW. IF THE SEEDING IS NOT COMPLETED WITHIN THE GIVEN WINDOW, POSTPONE SEEDING UNTIL THE FOLLOWING YEAR. UNDER CERTAIN CONDITIONS, AN EXCEPTION TO THIS WINDOW MAY BE OBTAINED THROUGH THE REGION LANDSCAPE ARCHITECT. THE ENGINEER APPROVES EXCEPTIONS.

ELEVATION SEPT. 15 TO DEC. 4000 TO 6000 FT ABOVE 6000 FT

SEPT. 1 TO NOV 15

SEEDING WINDOW

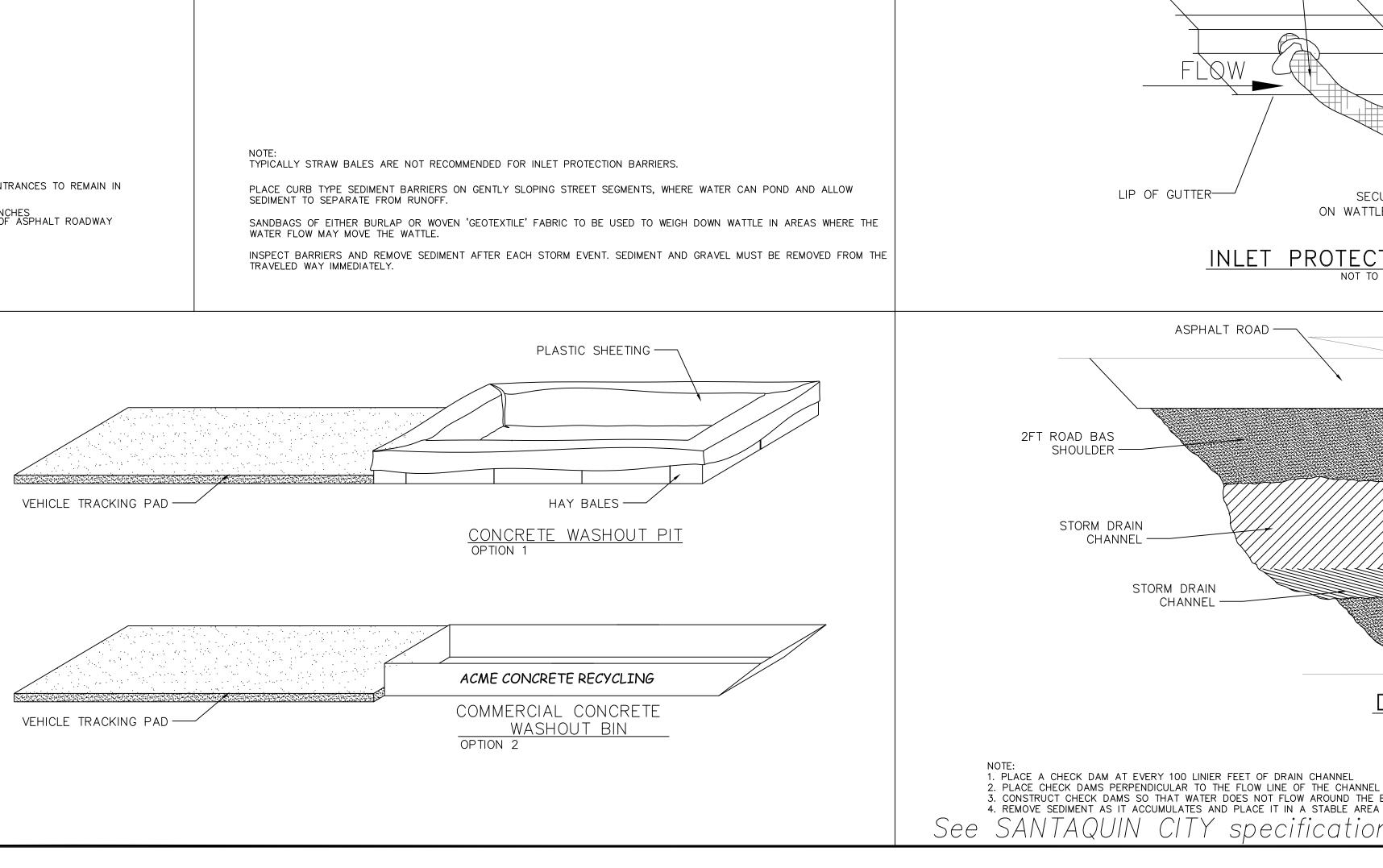


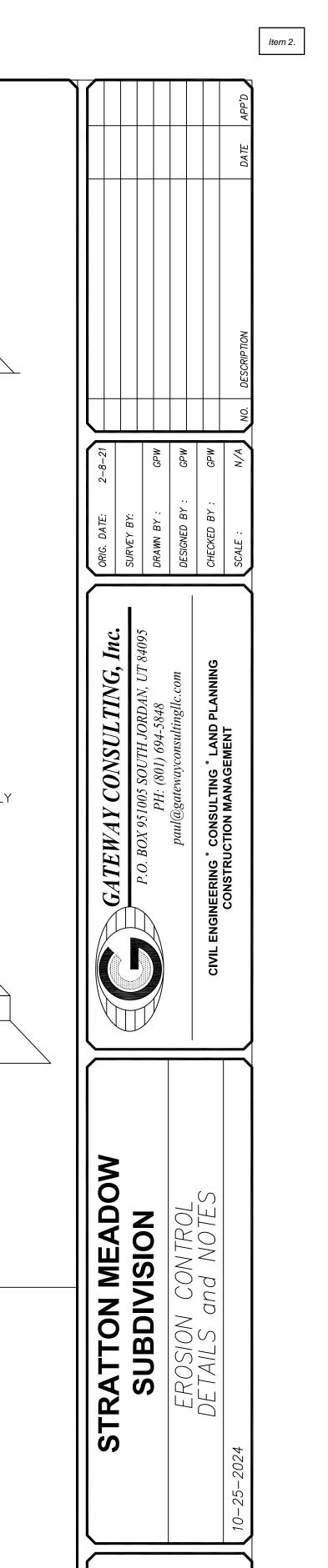


- <u>BMP</u>
- 1-AVOID MIXING EXCESS AMOUNTS OF FRESH CONCRETE OR CEMENT ON SITE. 2-PERFORM CONCRETE TRUCK WASHOUT OFF SITE OR IN DESIGNATED AREA
- 3-DO NOT WASHOUT CONCRETE TRUCKS INTO STORM DRAIN, OPEN DITCHES, STREETS OR STREAMS 4-LOCATE ONSITE WASHOUT AREA MORE THEN 50 FT AWAY FROM NEAREST STORM INLET. 5-WASHOUT CONCRETE WASTE INTO WASHOUT PIT OR COMMERCIAL WASHOUT BIN ONLY.
- USE OF CONCRETE WASHOUT
- 1-IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE CONCRETE WASHOUT AREA.
- 2-WASHOUT CONCRETE WASTE INTO PIT OR CONTAINER WHERE IT CAN SET AND LATER BE BROKEN UP AND DISPOSED OF PROPERLY 3-NO WASTE OR LITTER IS TO BE PERMITTED TO ACCUMULATE IN THE WASHOUT AREA. AREA SHOULD BE CLEAN
- AT THE END OF EACH WORK DAY.

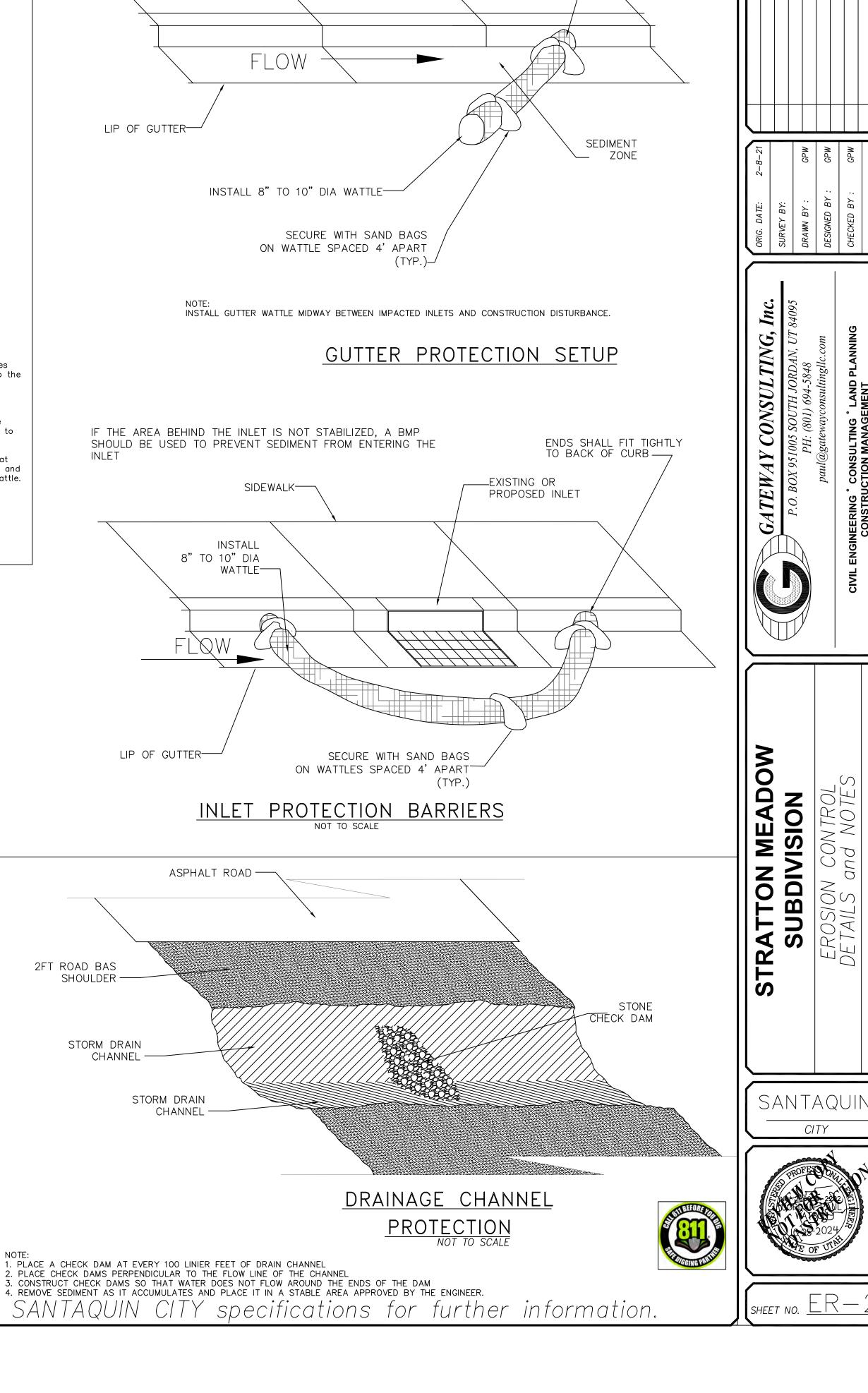
4-INSTALL PROPER WASTE WATER PROTECTION AT ALL EFFECTED DOWNHILL STORM DRAINS AND INLETS 5-INSTALL A VEHICLE TRACKING PAD TO PROTECT THE STREETS FROM MUD AND OTHER DEBRIS FROM TRUCKS. MAKE SURE ALL TRUCKS ARE CLEAR OF MUD AND ROCK THAT CAN FALL FROM TRUCK WHILE TRAVELING ON STREETS.

# CONCRETE WASHOUT AREA





73



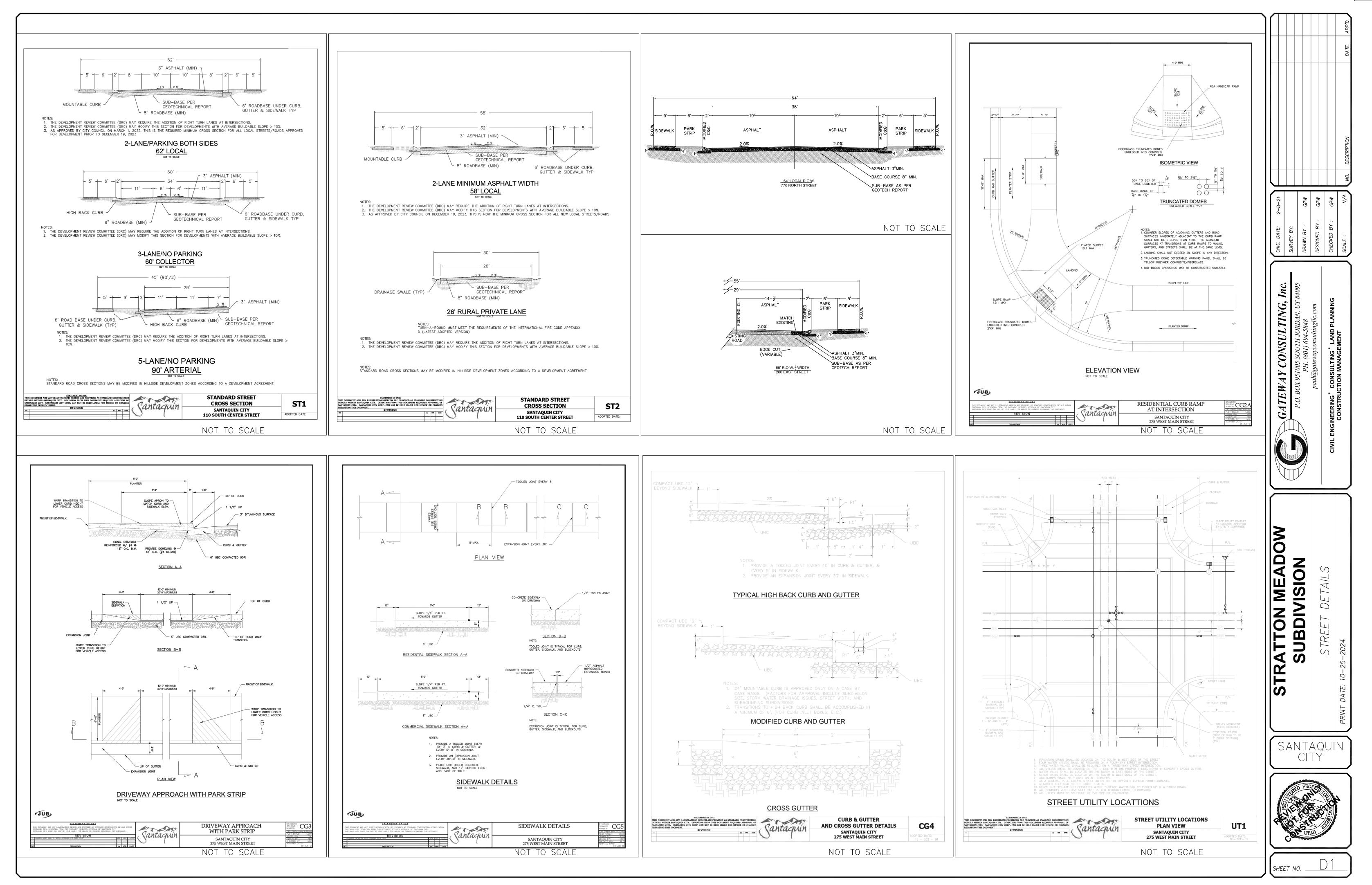
END SHALL FIT TIGHTLY \_

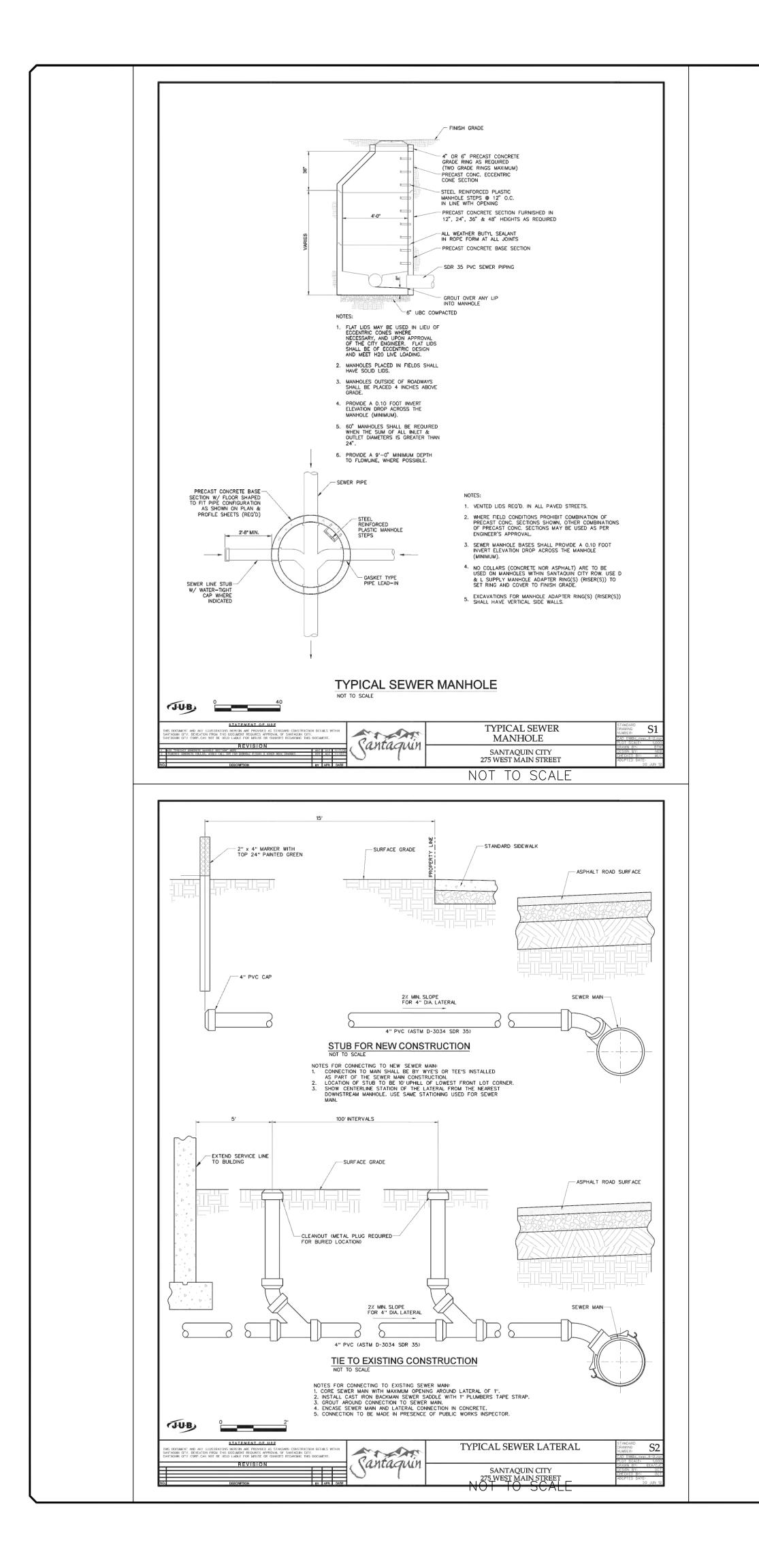
TO BACK OF CURB

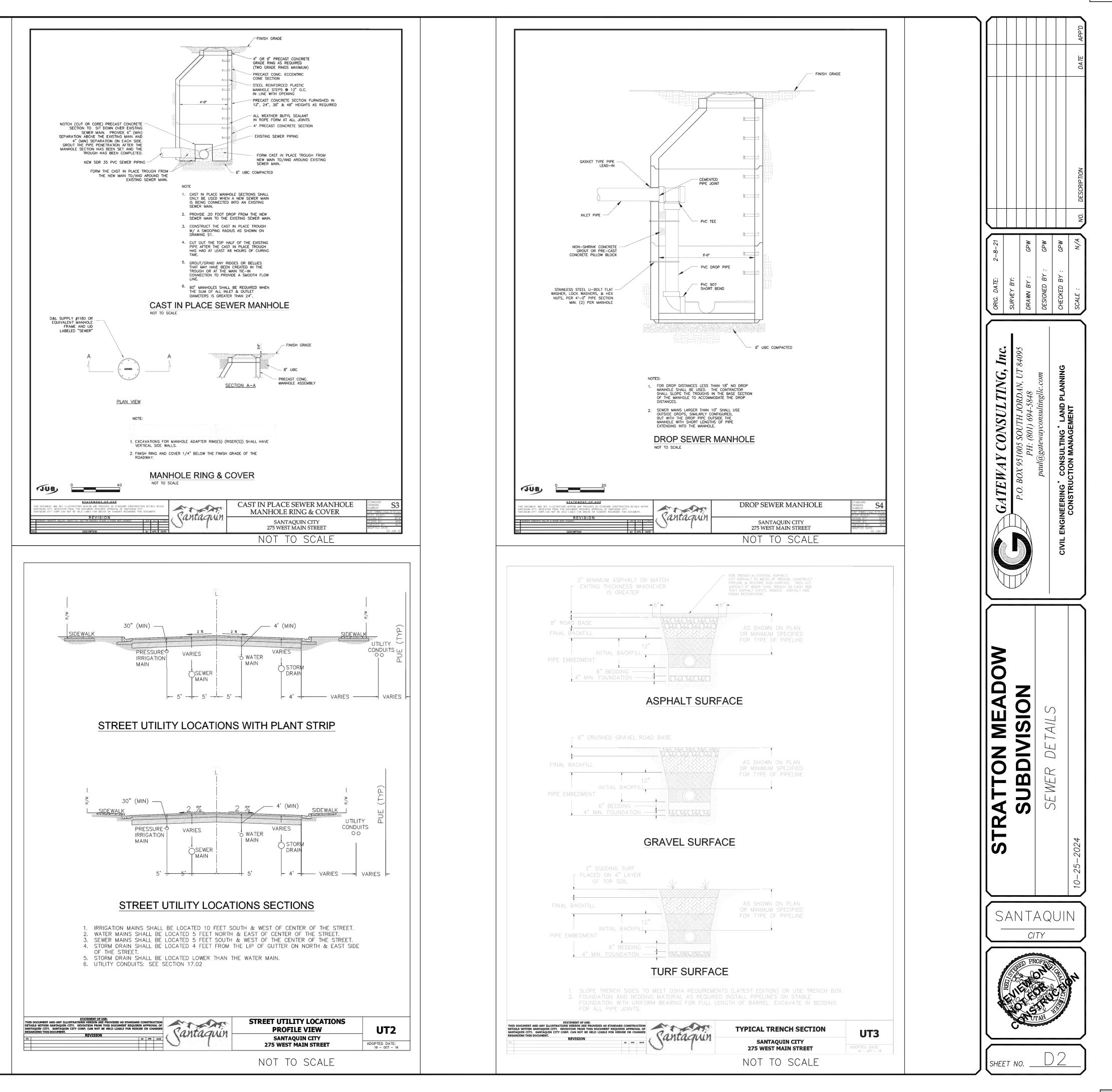
SIDEWALK ·

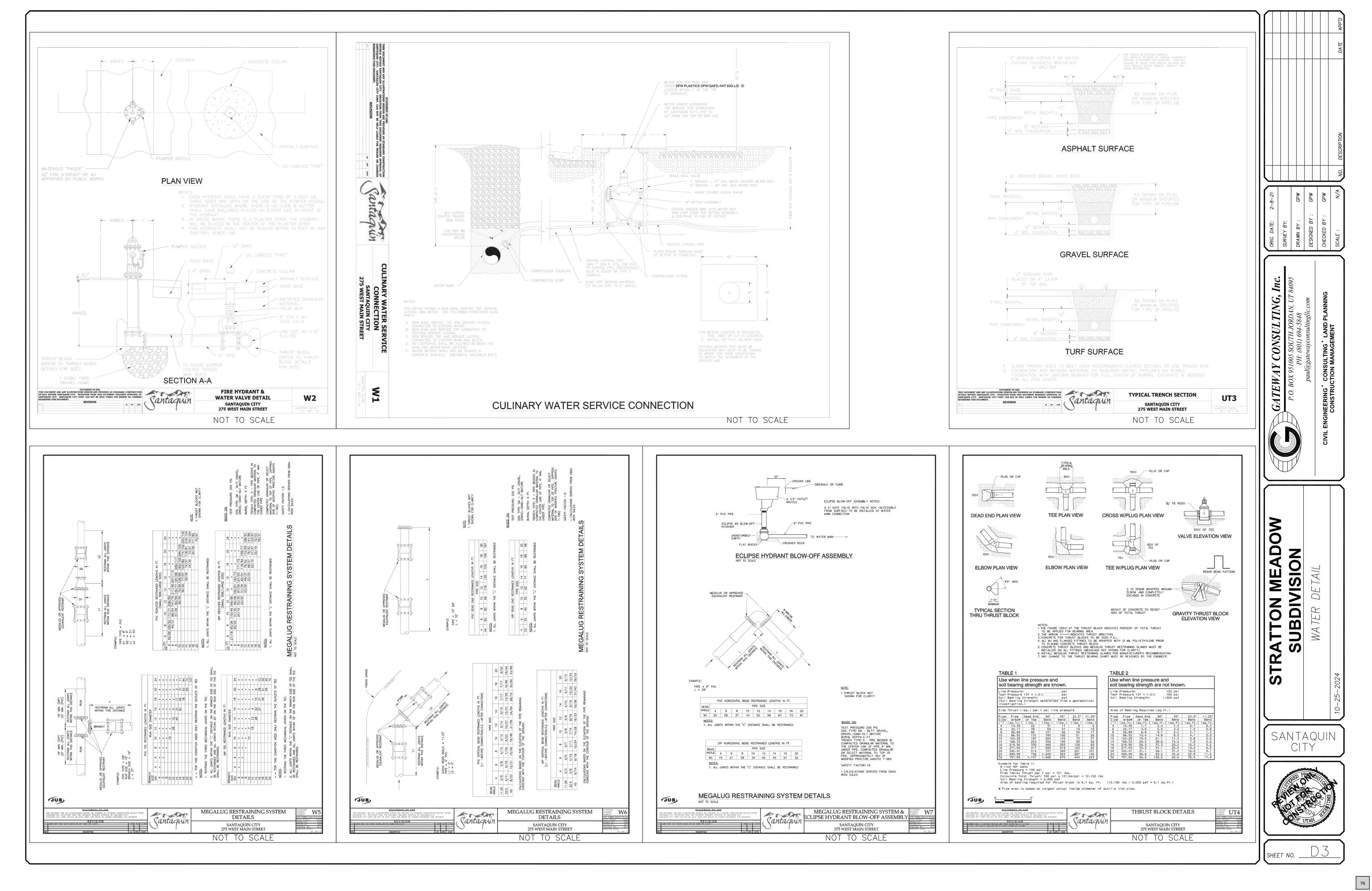
LIP OF GUTTER

INLET









## **DESIGN CONSIDERATIONS**

Many factors will influence the design of the R-Tank system. While this list is not intended to be all-inclusive,

the following design considerations are worth highlighting:

### 1. PRE-TREATMENT

Removing pollutants from runoff before they enter an underground detention system is the smart way to design and build a system. Trash Guard Plus<sup>\*</sup> is a great tool for this. Be sure the system you select will remove heavy sediments, gross pollutants (trash) and biodegradable debris.

#### 2. BACKFILL MATERIALS

Backfill materials should be angular stone (<1.5" in diameter) or soil (GW, GP SW or SP per the Unified Soil Classification System). Material must be free from lumps, debris and sharp objects that could cut the geotextile. See the R-Tank narrative specification for additional information.

#### **3. RUNOFF REDUCTION**

Most designs incorporate an outlet to drain the system at a controlled rate and/or an overflow to prevent flooding in extreme events. Any infiltration that can be achieved on the site should also be taken advantage of. Consider raising the invert of your outlet or creating a sump to capture and infiltrate the water quality volume whenever possible.

#### 4. WATER TABLE

While installing R-Tank below the water table is manageable, a stable base must be created to support the system. Ground water can be allowed to enter and drain from the system, or a liner can be used to prevent ground water from entering the system if measures are taken to prevent the system from floating.

#### 5. CONSTRUCTION LOADS

Construction loads are often the heaviest loads the system will experience. Care must be taken during backfilling and compaction, and post-installation construction traffic should be routed around the system.

#### 6. LATERAL LOADS

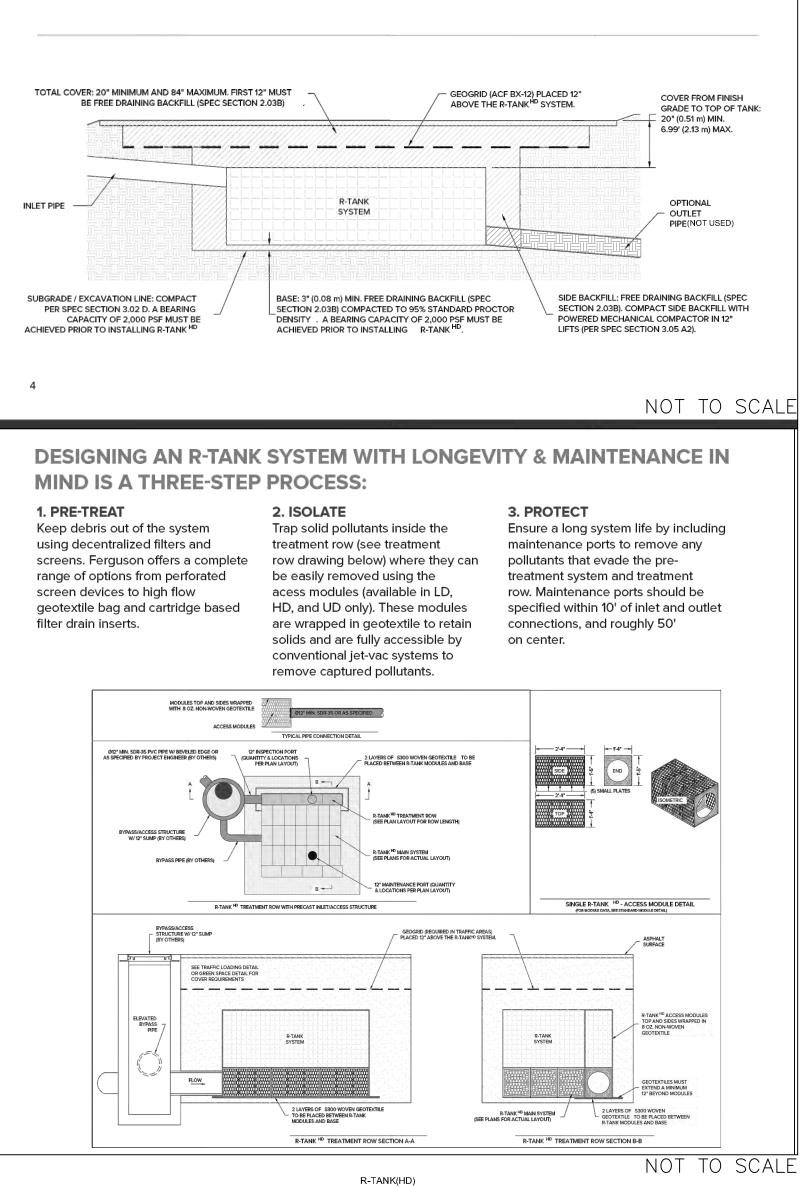
As systems get deeper, the loads acting on the sides of the tank increase. While vertical loads often control the design, lateral loads should also be considered.

#### 7. R-TANK MODULES

Selecting the right module for your application is critical. See page 3 and the specs on the back of this brochure for details. Our team is also here to help!

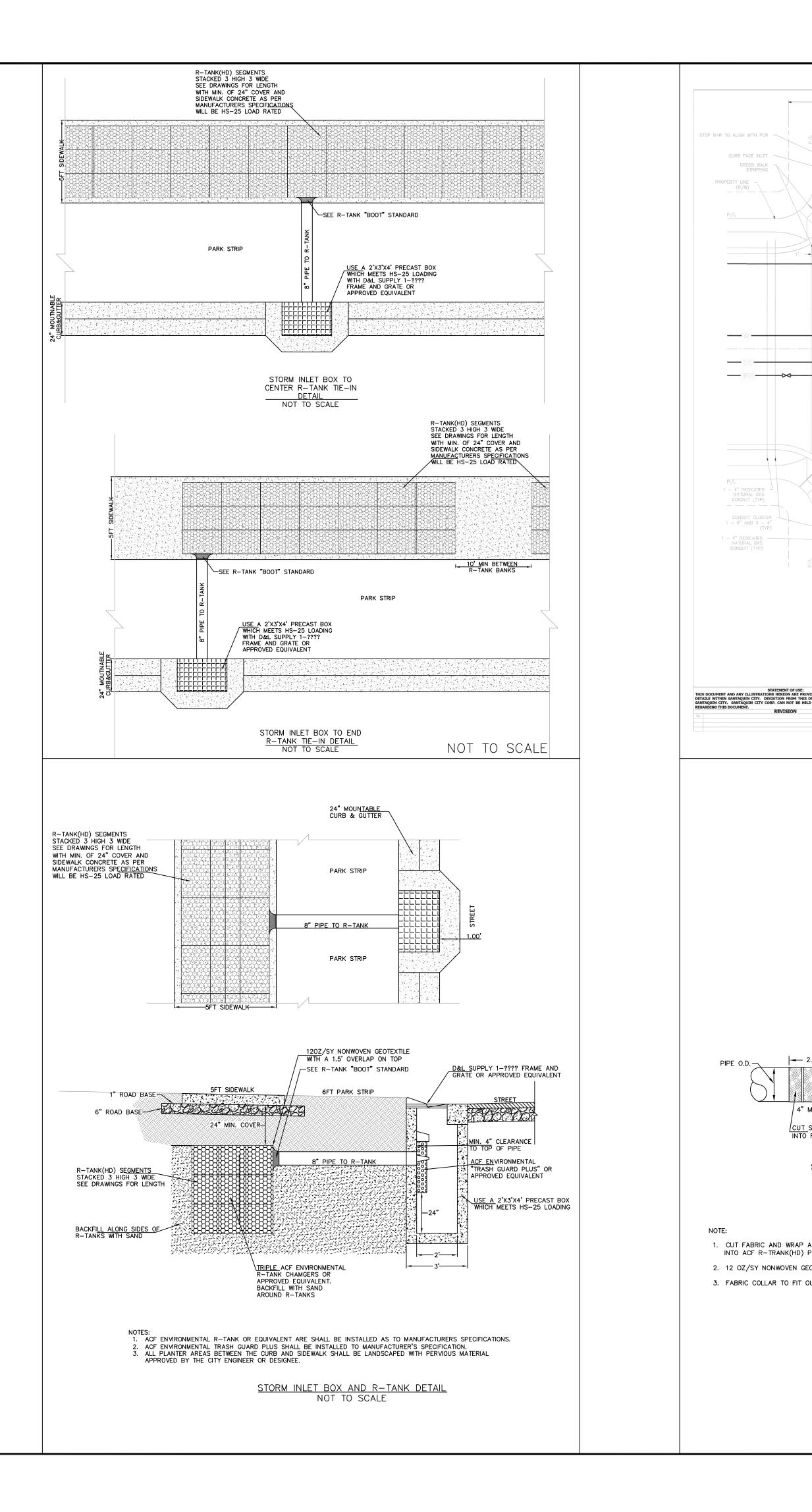
#### 8. LOAD MODELING

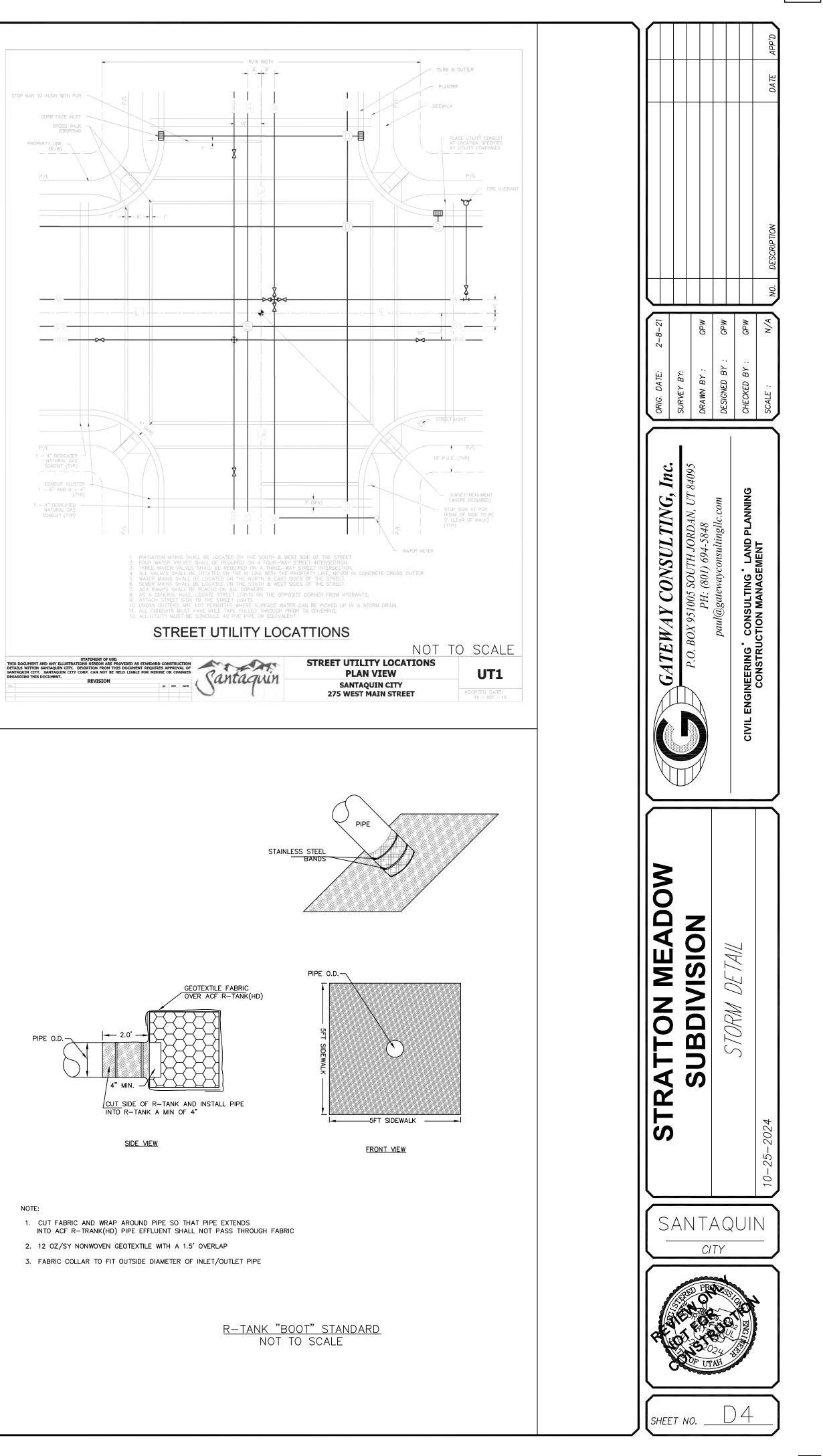
A safety factor of >1.75 is required when designing an R-Tank System using the AASHTO LRFD Bridge Design Specifications. It is also necessary to run your own loading model with site specific requirements.

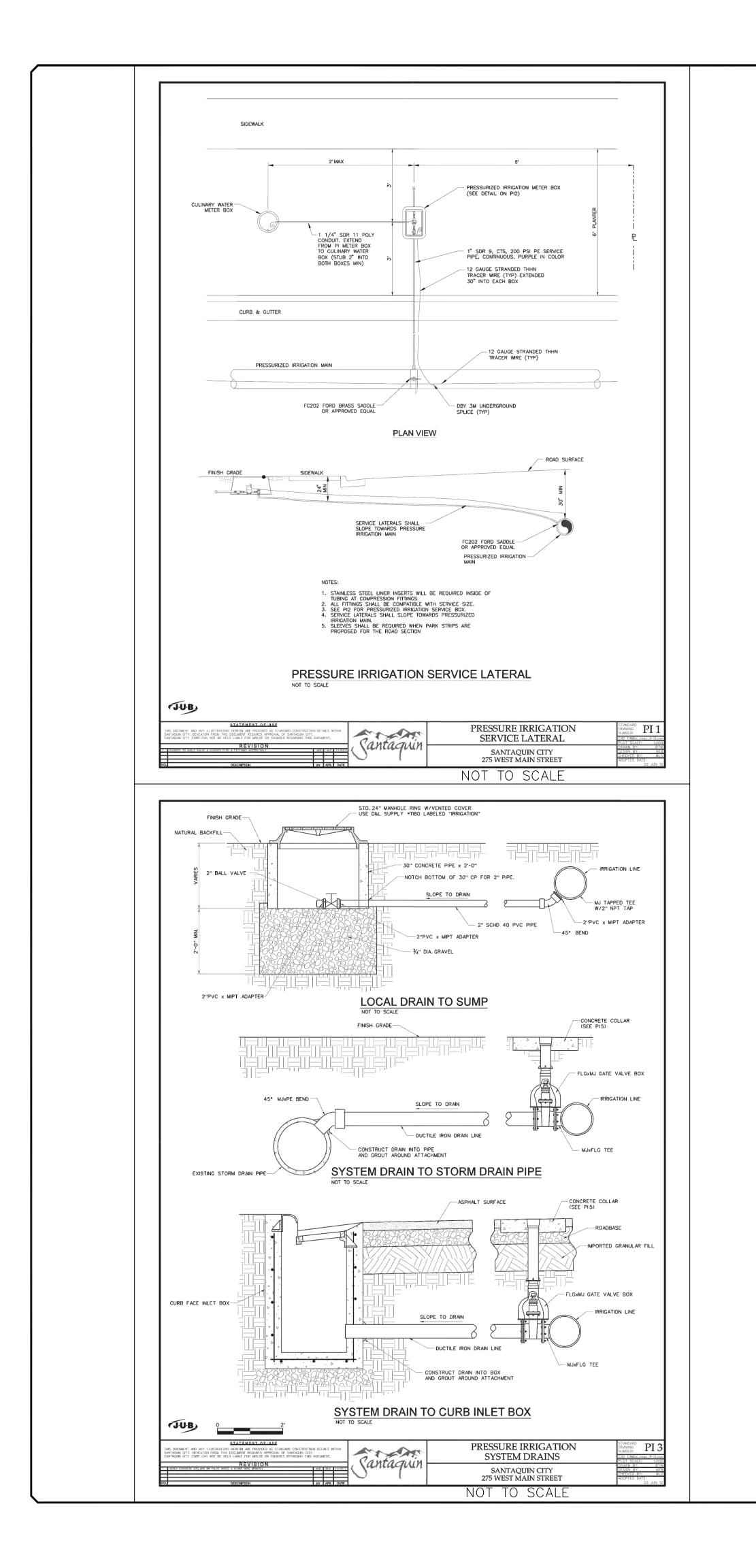


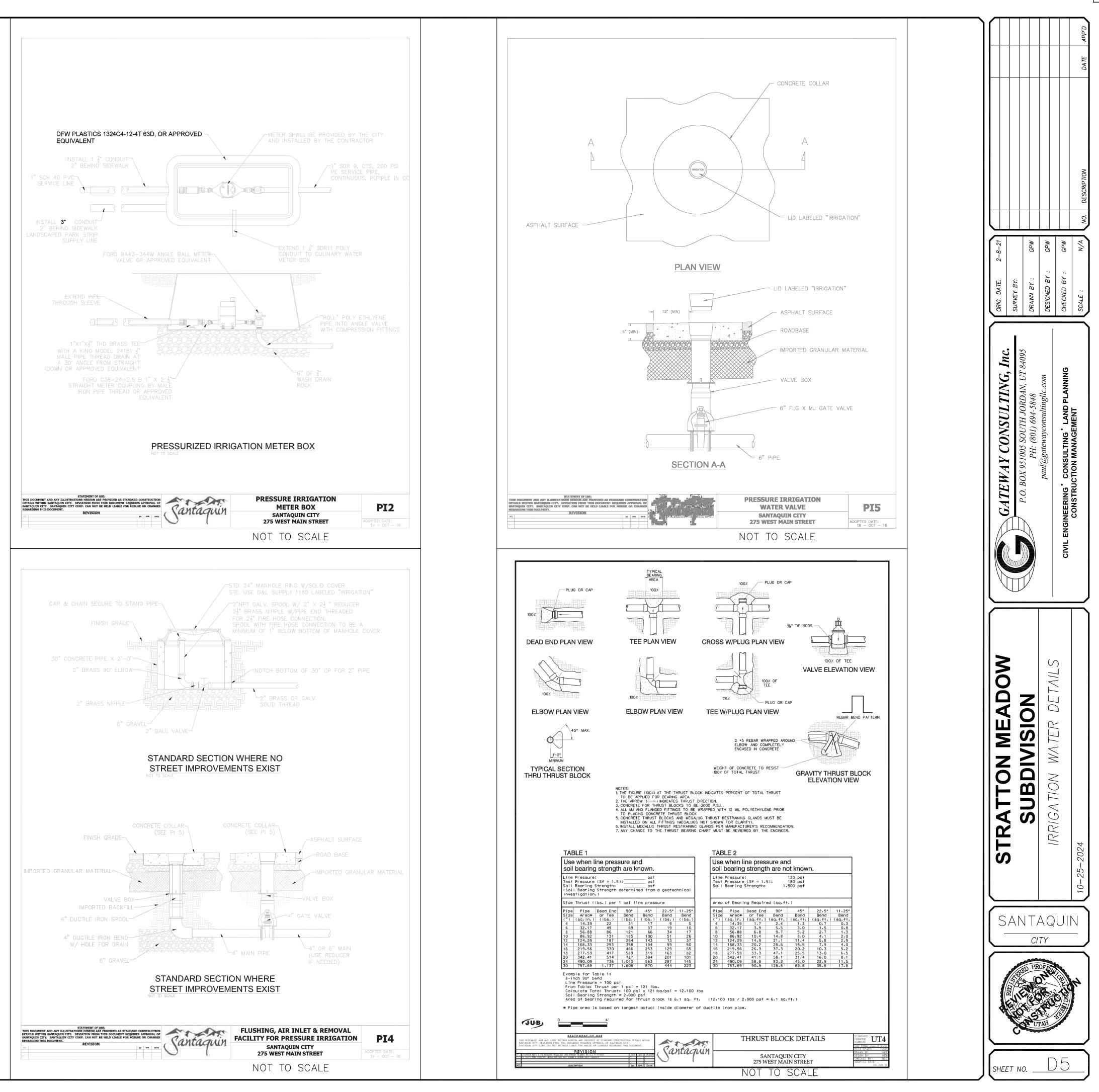
#### 24"MIN. COV<u>ER</u> (HS-25 STANDARD)

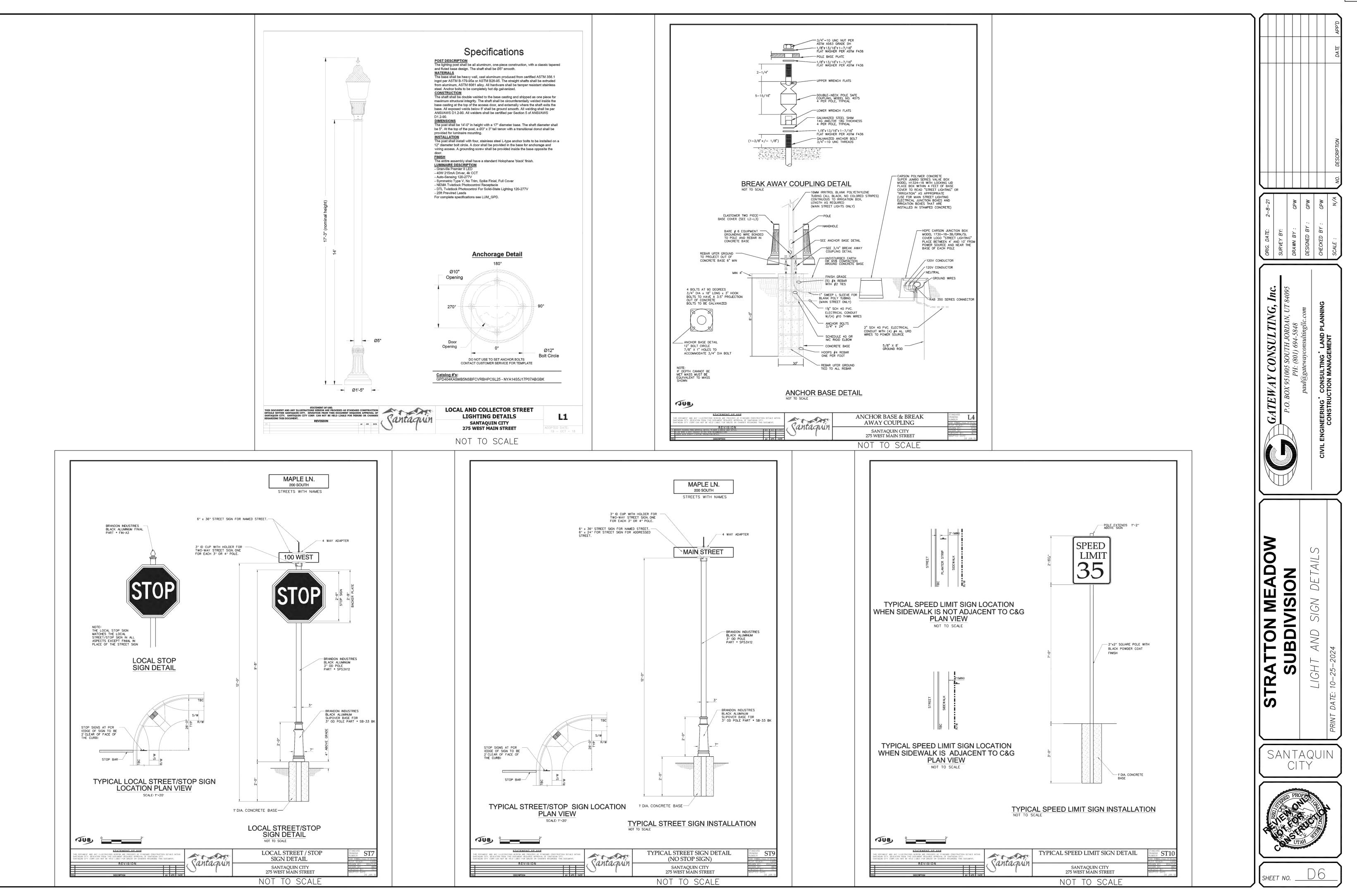
SPECIFICATIONS						
		LD	HD	SD	UD	XD
Item	Description	Value	Value	Value	Value	Value
Vold Area	Volume available for water storage	95%	95%	95%	95%	90%
Surface Area Void	% of exterior available for infiltration	90%	90%	90%	90%	90%
Compressive Strength	ASTM D 2412/ASTM F 2318	30.0 psi	33.4 psi	42.9 psi	134.2 psi	320 psi
Unit Weight	Weight of plastic per cubic foot of tank	3.29 lbs/cf	3.62 lbs/cf	3.96 lbs/cf	4.33 lbs/cf	7.55 lbs/cf
Rib Thickness	Thickness of load-bearing members	0.18"	0.18"	0.18"	-	-
Service Temperature	Safe temperature range for use	-14-167° F	-14-167° F	-14-167° F	-14-167° F	-14-167° F
Recycled Content	Use of recycled polypropylene	100%	100%	100%	100%	100%
Minimum Cover	Cover required for H5-20 loading	Not traffic rated	20"	18"	12"-14"	6"
	Cover required for (HS-25) loading	Not traffic rated	24"	18"	15"-17"	6"
Maximum Cover	Maximum allowable cover depth	36"	6.99'	9.99'	5.0'	16.7'















### Santaquin City Planning Commission By-laws and Rules of Procedure

#### A. ORGANIZATION

#### 1. Appointment of the Chair and Deputy Chair.

- a. At one of the last regularly scheduled meetings of each year, the Commission shall have an agenda time to appoint a new Chair and Deputy Chair for the next calendar year. Appointees shall assume their duties as of the first regularly scheduled meeting in January.
- b. Appointment of the Chair and Deputy Chair shall be done separately through open nomination for appointment from any Commissioner. If only one Commissioner is nominated for appointment for either position, an approval vote of the Commission shall determine the appointment. If more than one Commissioner is nominated for either appointment, a simple majority of the Commissioners present during a silent vote shall determine the appointee. Any Commissioner may serve more than one term and/or in both appointed positions if properly nominated and appointed.

#### 2. Duties of the Chair.

- a. To review and approve agendas prior to Commission meetings;
- b. To call meetings of the Commission to order on the day and time scheduled and proceed with the order of business;
- c. To receive and submit, in the proper manner, all motions, recommendations, and propositions presented by the Commissioners;
- d. To put to vote all issues and items which are properly moved upon, or necessarily arise in the course of the proceedings and to announce the result of any such actions taken;
- e. To inform the Commission, when necessary, on any point of order or practice. In the course of discharge of this duty, the Chair shall have the right to call upon legal counsel or staff for advice;
- f. To authenticate by signature all of the acts, findings, orders, and proceedings of the Commission;

- g. To maintain order at all meetings of the Commission including the maintenance of a respectful, orderly, appropriate, and professional atmosphere;
- h. To move the agenda along, reduce redundancy by limiting time allowed for comment, whenever possible, set guidelines for public input, and reference handouts and procedures during meetings;
- i. Recognize speakers and Commissioners prior to receiving comments and presentations;
- j. Ensure the legal due process to all items and people involved in each item of each meeting agenda; and
- k. Facilitate the elimination of any and all public clamor during meetings.
- 3. <u>Duties of the Deputy Chair</u>. The Deputy Chair shall have and perform all of the duties and functions of the Chair in the absence of the Chair.
- 4. <u>Temporary Chair.</u>
  - a. In the event of the absence or disability of the Chair and Deputy Chair, and with a proper quorum present, a temporary Chair shall be appointed to conduct business prior to any agenda item to serve as the temporary Chair until the return of the either the Chair or Deputy Chair.
  - b. The temporary Chair shall be nominated and appointed in the same manner as the regular nomination and appointment of the Chair.
  - 5. Quorum. The number of Commissioners necessary to constitute a quorum is four (4) or more. No action of the Commission shall be official or have any effect except when a quorum of the Commissioners are present. While Santaquin City encourages the physical attendance of all of its Commissioners at the meeting anchor location, there is, from time to time, a need for Commissioners to connect to meetings via electronic means. Acceptable means of electronic connection include telephone, computer, satellite, or wireless communications. At a minimum, one Commissioner must be physically in attendance at the meeting anchor site. Commissioners must give notice to the Commission secretary forty-eight (48) hours in advance of the meeting as to what electronic means they intend to utilize to attend the meeting. The Commission secretary must give proper public notice of the meeting twenty-four (24) hours in advance which shall include the name and connection method of all Commissioners who intend to connect electronically to the meeting. Once four (4) or more Commissioners are in attendance at the meeting, either physically or electronically, the Commission is considered to be in full quorum.
  - 6. <u>Placing Items on the Agenda.</u> A request for an item to be on a Commission meeting agenda may be initiated by the Chair, three Commissioners, the staff

with the support of the Chair, the Mayor, the City Council, or an applicant that has submitted a complete application.

#### **B.** MEETINGS

- 1. <u>Meeting Schedule.</u>
  - a. At one of the last regularly scheduled meetings of each year, the Commission shall have an agenda item to determine the General Meeting schedule for the following calendar year. Meetings of the Commission are typically held on the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of each month, with the exception of those meetings rescheduled or cancelled, are to begin promptly at 7:00 p.m., and are to be held in the City Council Chambers of Santaquin City Hall. Alteration to the time of day or place a meeting is to be held may be made through special notice and advertisement of the meeting which states the specific alteration(s).
  - b. The determination of the General Meeting Schedule shall take into consideration the dates for which meetings will be scheduled, conflict with City observed holidays, and the possibility of special meetings or the cancellation of meetings to avoid conflicts.
  - c. Following determination of a General Meeting Schedule, the Commission shall approve the schedule through the proper approval process. Following approval, the adopted meeting schedule shall be posted by the Commission Secretary in the Community Development Department, distributed to each Commissioner, and advertised in a newspaper of general circulation throughout the City.
  - d. Open Meetings. Every meeting of the Commission is to be open to the public and conducted in accordance to the Utah State Open and Public Meetings Act (U.C.A. 52-4-1 et. Seq.).
- 2. <u>General Order of Business</u>. The business of the Commission at its meetings shall generally be conducted in accordance with the following order, unless otherwise specified
  - Roll Call
  - Pledge of Allegiance
  - Invocation/Inspirational Thought
  - Public Forum
  - Agenda Items and Public Hearings
  - General Plan and Amendments
  - Conditional Use Permit Applications
  - Rezoning Applications
  - Annexation Applications
  - Subdivision Applications
  - Site Plan Review

- Code Amendments
- Commission New Business
- Minutes
- Reports of Officials and Staff
- Discussion Items
- Adjournment
- 3. <u>Public Forum.</u> This portion of the Commission agenda is designed to allow members of the general public to address the Commission regarding issues which are not listed on the posted agenda and shall adhere to the following parameters:
  - a. Time Limit. This portion of the agenda should not last more than approximately 30 minutes combined for all speakers. Speakers should limit their comments, under the jurisdiction of the Chair, to approximately two minutes. Speakers declaring their representation of a group of the general public present may be allotted an extended amount of time to address the Commission, at the discretion of the Chair, so long as the extension does not limit the ability or time for other members of the general public to address the Commission.
  - b. Speaker Sign-In. All persons wishing to be heard shall place their name onto the designated sign-in sheet at the entrance to the meeting. The Commission Chair shall review the sign-in sheet and call each individual to the speaker's podium to address the Commission. If no names appear on the sign-in sheet, it shall be to the discretion of the Chair to discontinue the public forum portion of the meeting or allow members of the general public present but no signed-in to address the Commission.
  - c. Speakers to be Heard. Speakers wishing to be heard shall make their comments from the speaker's podium within the City Council chambers, or other locations of the meeting, with the exclusion of recognized exceptions due to a disability of the speaker. All comments shall be directed towards the Commission and should be made in a respectful and concise manner.
  - d. Written Comments. Members of the general public may, and are encouraged to submit written comments relating to any item of City business to the Community Development Department, prior to the close of business on the day of a Commission meeting, and said comments may be read and distributed to the Commission for their review. The Commission may conduct discussion as deemed appropriate regarding any comments submitted.
  - e. Repetitious Comments. Members of the general public addressing the Commission shall not present the same, or substantially same items or arguments to those provided by other members of the general public. Once an item has been heard by the Commission and determined to necessitate an action or necessitate no action the same, or substantially

same, item may not be presented by the same member of the general public or any other.

- 4. <u>Procedure of Consideration of Agenda Items.</u> The following procedure will normally be observed for all agenda items, however, it may be rearranged at the discretion of the Chair for an individual item, for the expeditious conduct of business:
  - a. Introduction of the item by the Chair;
  - b. Staff presentation and recommendation;
  - c. Presentation of the proposal by the applicant(s);
  - d. Public Hearing to be conducted according to paragraph B5 below.
  - e. Commission discussion. The discussion shall be confined to the Commission unless any Commissioner requests specific additional information from staff, the applicant(s), or a member of the general public present who is or may be directly involved or impacted by the issue under consideration; and
  - f. Motion and Vote. The Chair may outline the possible actions of approval, approval with conditions, tabling, or denial prior to entertaining a motion. Voting shall be in accordance with section F below.
- 5. Public Hearings.
  - a. <u>Procedure</u>
    - 1. Opening of the public hearing by the Chair.
    - 2. Testimony by citizens present to discuss the item through comment or testimony of facts or arguments;
    - 3. Rebuttal and concluding comments by the applicant; as the burden of proof rests with the applicant and is therefore given an opportunity to provide closing comments and testimony;
    - 4. Closure of the public hearing by the Chair.
  - b. <u>Public Comment During Public Hearings</u>. Comments, testimony, and presentations from the public shall be respectful, pertinent, relevant, concise, and confined within a two-minute timeframe. A spokesman for a group of citizens wishing to make similar comments regarding the agenda item should be allowed a reasonable amount of additional time. Public comments should be non-repetitious. The Commission Chair shall have the ability to discontinue the receipt of public comment at his/her discretion if the commentary and testimony becomes repetitious,

disrespectful, rude, or otherwise rowdy. All public comment shall be directed toward the Commission and may only be received in writing or from the speaker's podium, with the exclusion of recognized exceptions due to a disability of the speaker, within the location of the meeting. Public comment not originated from the podium shall not be accepted or considered by the Commission.

- c. <u>Commission Action</u>. No Commission action shall be taken in a formal public hearing. Comments from the public shall be received and weighted but not responded to by the Commission during the public hearing.
- 6. <u>Continuance of Agenda Items</u>. Review of any agenda item being held or noticed to be held by the Commission at any meeting of the Commission may, by order or notice of continuance, be continued or re-continued to any subsequent meeting.
- 7. <u>Adjournment.</u> No Commission meeting shall be permitted to extend past 10:00 p.m. unless a unanimous vote of the Commissioners present determines an extension of the meeting past 10:00 p.m. With such a vote, the motion for extension shall include a specific amount of time for the extension of the meeting and a determination of which remaining agenda items are to be considered in the extension. Remaining agenda items for any meeting not extended past 10:00 p.m., or otherwise not fully addressed within the extended time, shall have a motion for continuance made upon them, either to the next regularly scheduled meeting or to a specially called meeting, prior to the meeting's adjournment. No item on a noticed agenda shall be left without action being taken regarding that item, through formal action or continuance, prior to the adjournment of any meeting.

#### C. RIGHTS AND DUTIES OF THE COMMISSIONERS.

- 1. <u>Meeting Attendance</u>. Every Commissioner shall attend each meeting of the Commission unless excused or unable to attend due to extenuating circumstances. Any Commissioner expecting to be absent from a meeting of the Commission shall notify the Community Development Department and/or the Chair.
- 2. <u>Conflict of Interest.</u>
- a. If any Commissioner has a conflict of interest with an item on an agenda, the Commissioner shall declare the conflict before any testimony for that item is heard. The Commissioner may then choose to step down from the Commission table and withdraw from discussion and voting on the agenda item. Following action by the Commission on the agenda item, the Commissioner may return to the Commission table and resume his/her duties as a Commissioner. In the event the commissioner declines his/her option to step down after declaring a conflict of interest, the Chair shall ask if any Commissioner wishes to request a vote on the conflict.
  - (1) If a request is made, the Commissioner making the request shall detail his/her request including any request to have the Commissioners step

down and/or withdraw from discussion or voting. The remaining Commissioners, other than the Commissioner declaring the conflict of interest, shall vote as to the request. A simple majority of the remaining Commissioners voting in favor of the request shall approve the request. The Commissioner declaring the conflict of interest shall then comply with the approved request. If an approval is not achieved, the Commissioner declaring a conflict of interest may proceed under his/her own recognizance.

- (2) If no such request is made, the Commissioner declaring a conflict of interest may proceed under his/her own recognizance.
- b. Any Commissioner who feels he/she, or another Commissioner, may have an actual, apparent, or reasonably foreseeable conflict of interest shall declare such feelings. Such declarations shall be determined and handled as in Section C-2-a herein.
- c. No Commissioner with an actual, or possible, conflict of interest shall, at any time before, during, or after the meeting, attempt to use his/her influence with another Commissioner with regard to the agenda item in question.
- d. Conflicts of interest are determined to be any personal, familial, or financial tie between the Commissioner and the applicant or the item of any manner of business.
- e. A Commissioner may appear before the Commission through his/her employment or as an advocate or agent for a proponent, or as the applicant, only after declaring his/her conflict of interest and stepping down from the Commission table.
- f. A Commissioner shall not sell or offer to sell services, or solicit prospective clients or employment, by starting an ability to influence Commission decisions or on the basis of being a Commissioner.
- g. A Commissioner must not use the power of his/her appointed office as a Commissioner to seek or obtain any special advantage.
- 3. <u>Not to Vote Unless Present.</u> No Commissioner shall be permitted to vote on any question, matter of business, or agenda item unless the Commissioner is present at the meeting in which the vote is taken and the result is announced regarding the issue. No Commissioner shall give his/her proxy to any other person to vote on any issue.
- 4. <u>Special Meetings.</u> A Special meeting may be requested by any Commissioner to hear matters of Commission business. It shall be at the discretion of the Chair to grant or deny such a request and schedule such a meeting, as necessary.
- 5. <u>Quorum.</u> A simple majority of the total of the Commissioners present shall constitute a quorum for the transaction of business. Any Commissioner choosing to abstain from a vote on an agenda item shall be included when in consideration of a quorum. Any

Commissioner disqualified under the terms of a conflict of interest shall not be included when considering the presence of a quorum. When a conflict of interest results in a lack of Commissioners present to approve a motion, the issue, at the discretion of the Chair, may be heard by the Commission but may not have action taken upon it until an adequate amount of Commissioners can be present to properly vote on the issue.

- 6. <u>Lack of a Quorum.</u> No matters of business shall be heard, unless caused by a conflict of interest disqualification, unless a proper quorum is present. In the event a quorum is not present for a scheduled meeting of the Commission, the meeting shall be canceled, only after a reasonable allowance of time for a quorum to arrive through a motion for adjournment. No second shall be required for such motion. In such an event, a proper quorum shall ratify the motion to adjourn due to lack of quorum before any matters of business are heard at the next scheduled Commission meeting.
- 7. <u>Commissioner Decorum.</u>
  - a. <u>Appearance</u>. Commissioners in attendance at each meeting shall portray an appropriate appearance as a representative of Santaquin City to conduct the meeting in a serious, respectful, and sincere manner.
  - b. <u>Actions</u>. At no time shall any Commissioner make any comments, gestures, or other similar actions which is or can be portrayed to be demeaning, insulting, or disrespectful of the other Commissioners, staff, applicant(s), or any member of the general public.

#### D. ORDER AND DECORUM.

- 1. <u>General Decorum.</u> The atmosphere of a Commission meeting shall be conducted with the utmost respect for and by all parties. All those in attendance shall conduct themselves in a courteous, mindful, professional, sincere, and appropriate manner for the nature of the proceedings. Things and actions such as booing, hissing, cheering, clapping, throwing objects, obscene gestures, harassing comments, or other similar or obnoxious behavior shall not be tolerated.
- 2. <u>Public Clamor</u>. Public Clamor shall not be allowed in any meeting of the Planning Commission, nor during any portion of any meeting.
- 3. <u>Due Process.</u> The Commission Chair shall conduct each meeting in such a manner so as to afford due process throughout the proceedings.
- 4. <u>Chair's Authority.</u> It shall be the authority and discretion of the Commission Chair to order the removal of any individual member of the general public present at a Commission meeting, groups of the general public, or the removal of the general public present in its entirety, for the duration of the discussion and consideration regarding any single agenda item, or for the remainder of the meeting, if said person or groups of people become rude, disrespectful, disruptive, or otherwise rowdy towards the Commission, any single Commissioner, staff, the applicant, or other members of the general public.

5. <u>Chair's Adjournment.</u> In the event of refusal to leave the meeting by any member of the general public under the authority granted under Section D-4 herein, it shall be the authority and discretion of the Commission Chair to promptly adjourn any meeting of the Commission when said meeting becomes out of hand, unruly, overly disruptive, or otherwise inhibitive to the conduct of the City's business until such time as business can be conducted in an appropriate manner.

#### E. MOTIONS.

- 1. <u>Making a Motion</u>. Any Commissioner, including the Chair, may make or second any motion.
- 2. <u>Findings.</u> Motions for approval, denial, or approval with conditions should state reasons, issues, and facts leading to the motion within the motion.
- 3. <u>Motions Repeated</u>. Motions may be repeated for clarification, further understanding, or consideration at the request of any Commissioner, or by staff for the purpose of clarification for the official record.
- 4. <u>Legal Counsel.</u> Any Commissioner may request legal advice from the City legal counsel in the preparation, discussion, and/or deliberation of any motion.
- 5. <u>Second Required.</u> Each motion of the Commission must be seconded with the exception of a motion to adjourn the Commission meeting.
- 6. <u>Withdrawing a Motion</u>. After a motion has been stated, the motion resides in the possession of the Commission but may be withdrawn by the author of the motion at any time prior to the motion being put to vote. Withdrawal of a second shall become automatic with the withdrawal of the motion.
- 7. <u>Motion to Table.</u> A motion to table an agenda item shall be accompanied by the reasoning and rationale for the tabling, such as further study or pending further information or review, and whenever possible, a specific date for which the issue would be reheard.
- 8. <u>Amending Motions.</u> When a motion is pending before the Commission, any Commissioner may suggest a motion amendment to the author of the motion at any time prior to the motion being put to vote. The amendment must be accepted by the author of the motion and the author of the second in order to amend a motion. Amendments to an amended motion shall be handled in the same manner.
- 9. <u>Reconsideration of Motions.</u> Any Commissioner who voted in favor of any approved motion may offer a motion to reconsider the motion at any time during the meeting in which the vote took place or during the review of the minutes of the meeting in which the vote took place. A motion to reconsider must pass an approval vote in order to reconsider the action taken. If reconsideration finds that the previously approved motion should stand, no formal vote shall be necessary. If the former motion is to be amended or made void, the reconsideration motion shall be put to a formal vote of the Commission.

- 10. <u>Motion to Recess.</u> Any Commissioner may offer a motion for recess, and have said motion considered and voted upon, at any point during a Commission meeting. Any such motion shall contain a specific time to reconvene the meeting. No such recess shall be made for a period of time greater than one hour.
- 11. <u>Dead Motions and New Motions.</u> In the event that a seconded motion does not carry due to the lack of an adequate sustaining vote, the motion is determined to be dead and the discussion and consideration of the agenda item shall continue until another motion and second are offered and approved.
- 12. <u>Motion to Adjourn</u>. A motion to adjourn shall be required to conclude every Planning Commission meeting, following the addressing of each item on the agenda for that specific meeting. No second shall be required for a motion to adjourn so long as the Chair declares the meeting closed.

#### F. VOTING.

- 1. <u>Changing a Vote.</u> No Commissioner shall be permitted to change his/her vote once the Chair has declared the result of the decision.
- 2. <u>Abstention.</u> Any Commissioner may choose to abstain from voting on any agenda item if the Commissioner perceives a personal legal implication or otherconflict. Commissioners wishing to abstain may remain at the Commission table and participate in the discussion. Reasoning for abstention is not required to be revealed prior to the vote being taken, but must be disclosed as a part of the Commissioner's vote for abstention in order to ensure that no conflict of interest has occurred. Without limitation, Commissioners may abstain from voting to approve the Commission minutes for any Commission meeting at which that Commissioner was not present.
- 3. <u>Process of Voting.</u> Any agenda item requiring a vote of the Commission to determine a decision or a recommendation, with the exception of those items requiring a roll call vote, shall be conducted follow the Chair's recognition of a motion and a second regarding the agenda item and the allowance for Commission discussion, by:
  - a. The Chair's request for "All those in favor of the motion regarding...";
  - b. The simultaneous vocalization of "Aye" by the Commissioners voting in favor of the motion;
  - c. The Chair's request for "All those opposed to the motion regarding...";
  - d. The simultaneous vocalization of "Nay" by the Commissioners voting in opposition to the motion;
  - e. the Chair's request for "All those wishing to abstain from voting on the motion regarding...";
  - f. The simultaneous vocalization of "Abstain" by the Commissioners wishing to abstain from voting on the motion; and

- g. The Chair's declaration of the voting results.
- 4. <u>Unanimous or Total Votes.</u> At any time during the voting procedure, described in Section F-3 herein, that a unanimous vote occurs or all Commissioners declare their vote prior to the completion of the process in its entirety, the Chair may immediately supersede the procedure, declare the result of the vote, and proceed with the remainder of the agenda.
- 5. <u>Roll Call Vote.</u> A roll call vote shall be held to vote on motions made regarding:
  - a. The approval of an agenda item where the Commission is the designated approving body;
  - b. Recommendations to the City Council regarding ordinances, amendments to the City Code, adoption or amendment of the General Plan, or the adoption or amendment of any City master plan; or
  - c. The adoption of any Commission resolution.
- 6. <u>Conducting a Roll Call Vote.</u> When a roll call vote is necessary, the Planning Commission Chair shall, following a motion, second, and Commission discussion, request a vote individually from each Commissioner present. Each Commissioner shall, when called upon, declare their vote orally by stating "Aye" if voting in favor of the motion being considered. "Nay" if voting in opposition of the motion being considered. "Nay" if voting in opposition of the motion being considered, or "I abstain from voting due to ..." When a roll call vote is necessary, each Commissioner's vote shall be recorded individually in the official minutes of the meeting.

#### G. SUSPENSION OF RULES.

- 1. <u>Non-Exclusive Rules.</u> The rules set forth are not exclusive and do not limit the inherent power or general legal authority of the Commission, or its Chairperson, to govern the conduct of Commission meetings as may be considered appropriate from time to time or in particular circumstances for the purposes of orderly and effective conduct of the affairs of the City.
- 2. Amendment and adoption of Commission by-laws to supersede those contained herein shall follow the same procedure as the adoption of these by-laws. A motion may be made by any Commissioner to review the by-laws for amendment at any time following their inception. A sustaining vote shall be required to open the review of the by-laws for amendment.
- 3. The adoption of these by-laws, and any successors, shall be done only after the publication of a notice of review and adoption of these by-laws in a newspaper of general circulation within the City at least 14 days prior to the meeting in which the adoption will be considered.

4. The general public shall have the opportunity to review and comment upon these by-laws prior to the adoption by the Commission.

#### H. **RECORDING OF BY-LAWS.**

These by-laws, and all subsequent amendments, shall be recorded by the City Recorder 1. and copies of which shall be distributed to each Commissioner and the Community Development Department.

Approved by the Santaquin City Planning Commission this 12th day of November, 2019

Trevor Wood, Planning Commission Chair

Attest: Kira Petersen, Deputy Recorden

Approved by the Santaquin City Council this 17th day of December, 2019

Kirk Hunsaker, Mayor

Attest:

Aaron K. Shirley, City Recorder



# Planning Commission 2025 Regular Meeting Schedule

Month	1 <sup>st</sup> Meeting	2 <sup>nd</sup> Meeting
January	Tuesday, January 14	Tuesday, January 28
February	Tuesday, February 11	Tuesday, February 25
March	Tuesday, March 11	Tuesday, March 25
April	Tuesday, April 8	Tuesday, April 22
May	Tuesday, May 13	Tuesday, May 27
June	Tuesday, June 10	Tuesday, June 24
July	Tuesday, July 8	Tuesday, July 22
August	Tuesday, August 12	Tuesday, August 26
September	Tuesday, September 9	Tuesday, September 23
October	Tuesday, October 14	Tuesday, October 28
November	Tuesday, November 11	No Meeting (Thanksgiving)
December	Tuesday, December 9	No Meeting (Christmas)



Item 6.

**Planning Commission Members in Attendance:** Commissioners Trevor Wood, Michael Romero, BreAnna Nixon, Mike Weight, Ladawn Moak, and Jessica Tolman.

Commissioner Drew Hoffman was excused from the meeting.

**Others in Attendance:** Senior Planner Ryan Harris, Planner Aspen Stevenson, City Council Member Jeff Siddoway, and Recorder Amalie Ottley.

No members of the public attended the meeting.

Commission Chair Wood called the meeting to order at 7:00 p.m.

#### INVOCATION/INSPIRATIONAL THOUGHT

Commissioner Nixon offered an inspirational thought.

#### PLEDGE OF ALLEGIANCE

Commissioner Romero led the Pledge of Allegiance.

#### PUBLIC FORUM

Commission Chair Wood opened the Public Forum at 7:02 p.m.

No members of the public wished to address the Planning Commission in the Public Forum.

Commission Chair Wood closed the Public Forum at 7:02 p.m.

#### **DISCUSSION & POSSIBLE ACTION ITEMS:**

#### 1. Public Hearing: Cul-De-Sac Length Code Amendment

Senior Planner Ryan Harris introduced the proposed code amendment updating language related to culde-sac lengths to match the requirements in the Santaquin City Standards, Specifications, and Drawings. Santaquin City Code (SCC) 11.24.020 states that a cul-de-sac cannot be any larger than 250 ft., but the City's Standards and Specifications allow a cul-de-sac to be 500' in length

Commission Chair Wood opened the Public Hearing at 7:04 p.m.

No members of the public wished to address the Planning Commission in the Public Forum.

Commission Chair Wood closed the Public Hearing at 7:04 p.m.

Commission Nixon inquired if the proposed amendment applies to roads with hammer head dead ends as well as cul-de-sacs. Senior Planner Harris indicated that the language applies only to cul-de-sacs per the design requirements listed in the City Code and fire code requirements. The members of the Planning Commission agreed that the proposed amendment was straightforward.

Commissioner Romero made a motion to recommend approval of the proposed code amendment to allow the maximum length of a cul-de-sac to be 500' in length. Commissioner Moak seconded the motion.

Santaquin City Planning Commission October 22, 2024 Item 6.

Commissioner Hoffman	Absent
Commissioner Moak	Yes
Commissioner Nixon	Yes
Commissioner Romero	Yes
Commissioner Tolman	Yes
Commissioner Weight	Yes
Commissioner Wood	Yes

The motion passed.

2. Public Hearing: Plat Amendment, Lot Line Adjustment, and Parcel Line Adjustment Process Update Planner Aspen Stevenson introduced the proposed amendment updating code for parking aisle widths from 24 feet to 26 feet to meet fire requirements. The parking aisle widths and figures can be found in Santaquin Code 10-48 Parking and Circulation standards. Senior Planner Harris indicated that per the fire code, the City has enforced the larger parking aisle widths for the last two years. The purpose of the code update is to bring the City Code in line with the existing Fire Code requirements.

Commission Chair Wood opened the Public Hearing at 7:09 p.m.

No members of the public wished to address the Planning Commission in the Public Forum.

Commission Chair Wood closed the Public Hearing at 7:09 p.m.

Commissioners agreed again that the proposed code update is straightforward.

Commissioner Tolman made a motion to recommend approval of the proposed code amendment, which updates parking aisle widths to 26 feet. Commissioner Weight seconded the motion.

Absent
Yes

The motion passed.

#### OTHER BUSINESS

#### 4. Meeting Minutes Approval

Commissioner Romero made a motion to approve the September 24, 2024 Meeting Minutes. Commissioner Weight seconded the motion.

Commissioner Hoffman	Absent
Commissioner Moak	Yes
Commissioner Nixon	Yes
Commissioner Romero	Yes
Commissioner Tolman	Yes

Commissioner WeightYesCommissioner WoodYes

The motion passed.

Senior Planner Harris discussed items that are anticipated to be on the next Planning Commission meeting.

#### ADJOURNMENT

Commissioner Nixon made a motion to adjourn the meeting.

The meeting was adjourned at 7:20 p.m.

City Recorder – Amalie R. Ottley

Planning Commission Chair – Trevor Wood