



NIBLEY CITY COUNCIL MEETING AGENDA  
Thursday, October 5, 2017 – 6:30 p.m.  
Nibley City Hall 455 West 3200 South, Nibley, Utah

1. Opening Ceremonies (Councilman Jacobsen)
2. Call to Order and Roll Call (Chair)
3. Approval of Minutes and Agenda (Chair)
4. Public Comment Period<sup>1</sup> (Chair)
  
5. Discussion and consideration of a final plat and development agreement for Sunrise Meadows, Phase 8, located at approximately 2400 S 1000 W (Applicant: Sherwood Hirschi)
  
6. Council and Staff Reports

**Adjourn Meeting**

*IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE, PLEASE CALL (435) 752-0431 AS SOON AS POSSIBLE BEFORE THE MEETING.*

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<sup>1</sup> *Public input is welcomed at all City Council Meetings. 15 minutes have been allotted to receive verbal public comment. Verbal comments shall be limited to 3 minutes per person. A sign-up sheet is available at the entrance to the Council Chambers starting 15 minutes prior to each council meeting and at the rostrum for the duration of the public comment period. Commenters shall identify themselves by name and address on the comment form and verbally for inclusion in the record. Comment will be taken in the order shown on the sign-up sheet. Written comment will also be accepted and entered into the record for the meeting if received prior to the conclusion of the meeting. Comments determined by the presiding officer to be in violation of Council meeting rules shall be ruled out of order.*



**Nibley City Council  
Agenda Report for  
October 5, 2017**

**Agenda Item # 5**

<b>Description</b>	Discussion and consideration of a final plat and development agreement for Sunrise Meadows, Phase 8, located at approximately 2400 S 1000 W (Applicant: Sherwood Hirschi)
<b>Department</b>	Planning
<b>Presenter</b>	David Zook, City Manager
<b>Applicant</b>	Sherwood Hirschi
<b>Findings</b>	<p>The plat meets the requirements set forth in Nibley City’s subdivision code. City staff has reviewed state law 10-9a-508 to determine if the developer has provided a “roughly proportionate” amount of improvements to Meadow Lane for the development. Staff has concluded that the developer would be required to pay \$5,033.00 to the City to fulfill his portion.</p> <p>The Developer does not need to go through preliminary plat process because when the original preliminary plat was approved, Nibley City Code allowed the different phases to come in as final plat.</p> <p>The developer has not turned over an official ground water report, but has noted that no homes can be built below 6” above the average curb height in front of the home and there cannot be any basements. This was done because of high ground water in the area.</p>
<b>Financial Impact</b>	There are several costs associated with new development and the higher impact that it puts on City infrastructure. However, these costs are offset by impact fees, other development fees, increased property taxes and utility fees.
<b>Recommendation</b>	Approve the final plat and Development Agreement.
<b>Reviewed By</b>	Mayor, City Manager, Public Works Director, City Planner, City Engineer, City Building Inspector, City Attorney and Utah Property Rights Ombudsman

## Background

This item was first heard by the City Council on September 7, 2017. At that meeting, the applicant's representative presented a question about the amount due to Nibley City from the Applicant for road construction costs. The City Council gave staff direction to meet with the applicant to try to resolve the questions. That meeting has taken place and the applicant and staff have come to an agreement about the amount due, as reflected in the updated development agreement.

Sunrise Meadows Subdivision Phase 8 is the last phase of the Sunrise Meadows Subdivision. Sunrise Meadows preliminary plat was first brought to the Council in 2003. It is now before the Council for approval of the final plat for its 8<sup>th</sup> and final phase.

	Zoned R-2	Sunrise Meadows Phase 8
Min Lot Size	12,000	12,006
Average Lot Size	14,000	Subdivision on whole complies
Frontage	100 ft.	All lots comply
Side Yard Setback	10/25 ft.	All lots comply
Read Yard Setbacks	25 ft.	All lots comply

## Staff and Engineering Review

Nibley City staff and engineer have reviewed the plat and the construction drawings to ensure compliance. The first plat that was turned in had some issues which staff identified and returned to the developer. All corrections have been made on the plat and the plat now complies with Nibley City Code 11-4-2. Nibley City's engineer has reviewed the construction drawing and has found no major issue or concern.

## Roads and other Improvements

The developer is constructing a road that goes through his development that meets Nibley City Design Standards. The developer will also construct half of 1000 W (33') which complies with Nibley City's Transportation Master Plan.

Nibley City staff has been working with the developer and the Utah Property Right's Ombudsman about what the City can exact for Meadow Lane. Staff has determined that the developer needs to pay an additional \$10,000.00 to the City to fulfill the condition in Utah State Land Use and Development Act for providing an exactment "roughly proportionate, both in nature and extent, to the impact" (10-9a-508) of his development for improvement for Nibley Meadows. The developer has provided approximately 27,700 sq. ft. of improvements for a 40 cross-section from 2600 S to 2500 S. Then about 85,644 sq. ft. of improvements, which is the full 80 ft. cross-section from 2500 S to just past Nibley Park Ave (2450 S), and then the developer has dedicated the remainder of Meadow Lane from 2450 S to the North boundary of the development. The value of which is approximately the value if they would have provided and improved a 66' cross-section to match their impact except for an additional \$10,000.00. The City acknowledges this impact within the development agreement.

### **Stormwater Improvements**

Stormwater will be captured and carried to Meadow Lane and will empty into the Sunrise Stormwater Basins. They have provided the easement for the stormwater pipe on lot 33 along the property line. Staff has requested that this easement be changed from a 15' to a 20'. The developer will be required to pay a fee per-lot for the stormwater system and is in the development agreement.

### **Tree Planting Plan**

The developer has submitted a tree planting plan that complies with Nibley City Code 7-6 and will be attached to the final development agreement approved by the City Council. Trees have been selected from the City-approved, street-tree plant list (found in City Council Resolution 11-11 Tree Care Plan). The City arborist has been sent the plan and is reviewing it.

### **Development Agreement**

The City has written and sent the developer the development agreement. The development agreement is a standard agreement. A couple of sections that are unique are as follows:

Section 3: The developer will not need to provide any additional water shares for this subdivision because all water shares were provided for the whole development on 2/2/2007.

Section 4: For the Sunrise Detention Basins, it was calculated that the cost per-home to construct the basin and all other infrastructure would be \$2,500.00. Because the developer is constructing \$6,000.00 worth of stormwater infrastructure, they will receive a discount on the total bill, bringing the total amount due to the City \$24,000.00.

Section 7: This section outlines the City's acknowledgment that the Developer has provided improvements and land along 1200 W and Meadow Lane proportionate with their impact and concluded that the developer will need to pay \$5,033.00 to fulfill their roughly proportionate amount which they would owe.

The construction drawings appear to be in order.

The plat meets the requirements set forth in Nibley City's subdivision code.

The developer has not turned over an official ground water report, but has noted that no homes can be built below 6" above the average curb height in front of the home and there cannot be any basements. This was done because of high ground water in the area.

The Planning Commission gave Sunrise Meadows Final Plat a recommendation for approval on August 23, 2017

# SUNRISE MEADOWS SUBDIVISION PHASE 8

## PART OF SE 1/4 SEC 17, T11N, R1E, S14M

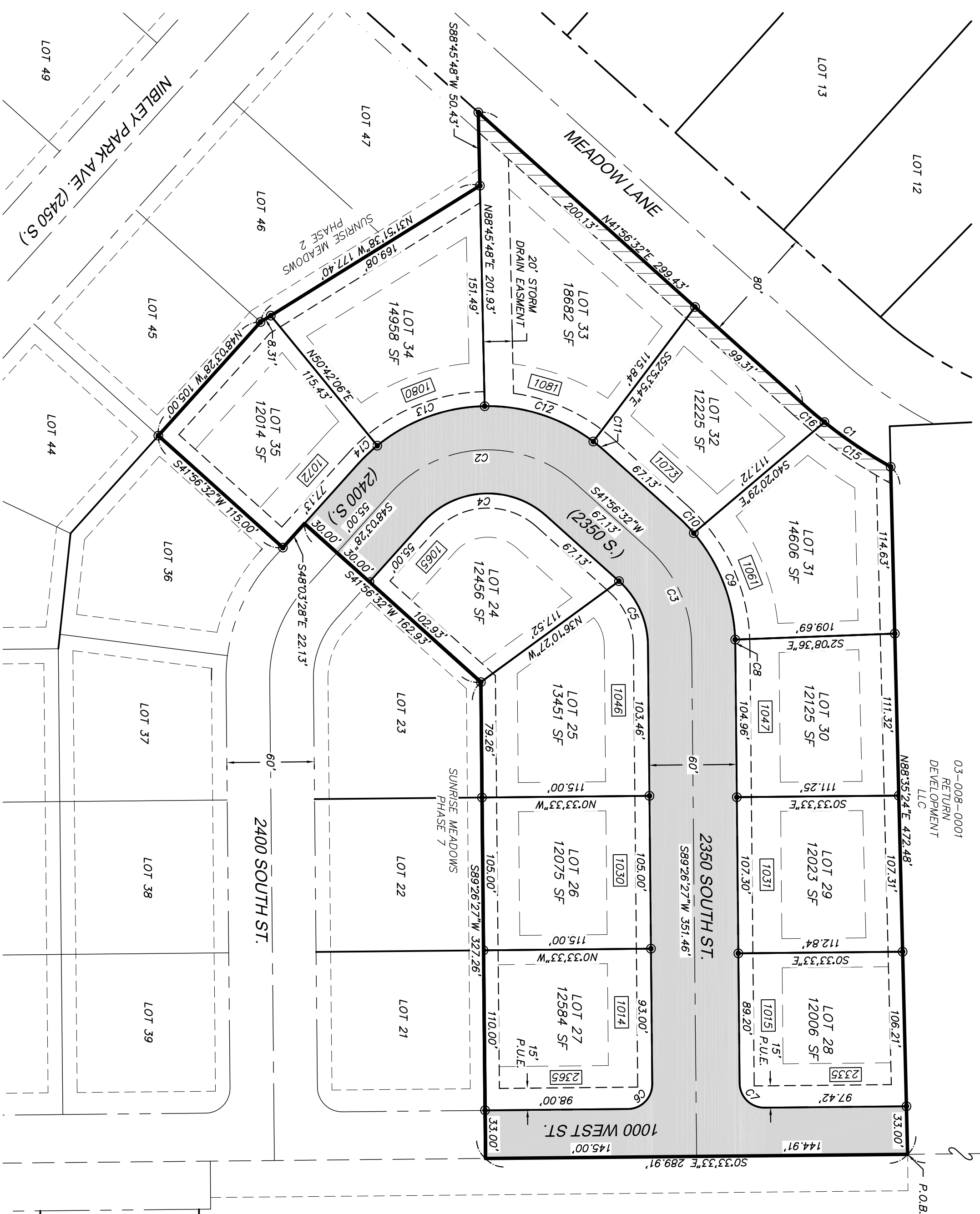
### NIBLEY CITY, CACHE COUNTY, UTAH

CENTER-EAST 1/16 CORNER  
SEC 17, T11N, R1E, S14M

EAST 1/4 CORNER  
SEC 17, T11N, R1E, S14M

5894440' W 1324.79'

5033333' E 852.33'



CURVE	LENGTH	RADIUS	Δ	CH. BEARING	CHORD
C1	74.61'	340.00'	1234.23°	N53°09'20"E	74.46'
C2	141.37'	90.00'	90°00'00"	S30°32'08"E	121.28'
C3	74.61'	90.00'	4729.56°	S85°41'30"W	78.48'
C4	94.25'	60.00'	90°00'00"	S30°32'08"E	84.88'
C5	49.74'	60.00'	4729.56°	S85°41'30"W	48.33'
C6	26.70'	17.00'	90°00'00"	N45°33'33"W	24.04'
C7	88.70'	17.00'	90°00'00"	N44°28'27"E	24.04'
C8	3.32'	120.00'	135.03°	S89°39'56"W	3.32'
C9	80.00'	120.00'	391°53'	S88°45'28"W	78.53'
C10	16.16'	120.00'	742.99°	S43°48'01"W	16.15'
C11	10.14'	120.00'	450.29°	S39°31'19"W	10.13'
C12	79.94'	120.00'	391°04'	S18°01'05"W	78.47'
C13	80.07'	120.00'	391°36'	S20°05'55"E	78.60'
C14	18.35'	120.00'	8°49'35"	S43°40'41"E	18.33'
C15	54.96'	340.00'	915°41'	N33°59'59"E	54.90'
C16	19.65'	340.00'	378.42°	N40°17'11"E	19.65'

### NOTES & RESTRICTIONS

- LOTS 31, 32, AND 33 ARE NOT ALLOWED TO HAVE A DRIVEWAY ACCESS ONTO MEADOW LANE.
- LOT 33 IS SUBJECT TO A 20'-FT WIDE STORM DRAIN PIPELINE EASEMENT. NO SEWERAGE STRUCTURES MAY BE BUILT WITHIN THIS EASEMENT.
- NO SEWERAGE STRUCTURES MAY BE BUILT WITHIN THIS EASEMENT. EASEMENTS ARE TO BE USED FOR LANDSCAPING PLANT MATERIALS ONLY. FENCES ARE NOT ALLOWED WITHIN THESE EASEMENTS OR WITHIN 10 FEET OF MEADOW LANE. LANDSCAPE EASEMENTS ARE ALSO DEDICATED AS PUBLIC UTILITY EASEMENTS.
- THIS PROPERTY IS LOCATED IN THE VICINITY OF PROPERTY THAT IS USED FOR AGRICULTURAL PURPOSES. IT MAY BE ANTICIPATED THAT SUCH AGRICULTURAL USERS AND ACTIVITIES MAY OR MAY NOT IN THE FUTURE BE CONDUCTED IN THIS AREA AND THAT SUCH USES ARE PROHIBITED BY THE ZONING ORDINANCES OF THE CITY OF NIBLEY. MUST BE SOUND AGRICULTURAL PRACTICES AND NOT BEAR A DIRECT THREAT TO THE PUBLIC HEALTH AND SAFETY.
- AREAS IN NIBLEY CITY HAVE GROUNDWATER PROBLEMS DUE TO THE VARYING DEPTHS OF A FLUCTUATING WATER TABLE. THE CITY'S APPROVAL OF A BUILDING PERMIT OR CONSTRUCTION PLANS DOES NOT CONSTITUTE A REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION OR LOCATION WILL SOLVE SUBSURFACE OR GROUNDWATER PROBLEMS. IN ADDITION, CONCERNS FOR BUILDING ELEVATION AND/OR GRADING AND DRAINAGE ARE DUE TO EACH BUILDING LOT AND SITE RESPONSIBILITY FOR THESE STATED CONCERNS, THE OWNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING SITE REMAINS SOLELY WITH THE BUILDING PERMIT APPLICANT, PROPERTY OWNER AND/OR CONTRACTOR. NIBLEY CITY IS NOT RESPONSIBLE FOR ANY SUBSURFACE OR GROUNDWATER PROBLEMS WHICH MAY OCCUR, NOR FOR OTHER SUCH CONCERNS, INCLUDING, BUT NOT LIMITED TO, BUILDING LOCATION AND/OR ELEVATION, SITE GRADING AND DRAINAGE.
- THE FINISH FLOOR OF EACH HOUSE TO BE CONSTRUCTED WITHIN THIS SUBDIVISION SHALL BE AT AN ELEVATION OF 6-INCHES HIGHER THAN THE AVERAGE CURB HEIGHT IN FRONT OF THE HOUSE OR HIGHER. NO BASEMENTS ARE ALLOWED ON ANY LOT.
- THIS PLAT CONVEYS TO THE OWNER(S) OF THE PROPERTY AND UTILITY FACILITIES PUBLIC UTILITY EASEMENT WITH ALL NECESSARY RIGHTS AND DUTIES DESCRIBED THEREIN.
- PLANS PURSUANT TO UTAH CODE ANN. § 17-27-603(4)(c) ROCKY MOUNTAIN POWER ACCEPTS DELIVERY OF THE PLATE AS DESCRIBED IN THIS PLAT AND APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF APPROXIMATING THE LOCATION OF THE PUBLIC UTILITY EASEMENTS AND 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 OVER:

- (i) ANY REPRODUCIBLE OR PREScriptive RIGHTS
- (ii) TITLE 54 CHAPTER 50, DAMAGE TO UNDERGROUND FACILITIES OR
- (iii) ANY OTHER PROVISION OF LAW.

### SURVEY CERTIFICATE

I, STEVEN G. EARL, A REGISTERED LAND SURVEYOR, HOLD CERTIFICATE NO. 318575-2201, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT, WHICH IS ACCURATELY DESCRIBED THEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS SUNRISE MEADOWS SUBDIVISION PHASE 8, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

### LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, LOCATED IN THE CITY OF NIBLEY, COUNTY OF CACHE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE S89°44'40"W 1324.79 FEET ALONG THE LATITUDINAL MID-SECTION LINE TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION; THENCE S03°33'33"E 852.33 FEET ALONG THE EAST SIXTEENTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; ALONG SAID SIXTEENTH LINE TO THE POINT OF BEGINNING; THENCE S03°33'33"E 289.43 FEET ALONG SAID SOUTHEASTERLY LINE OF MEADOW LANE TO THE NORTHWEST CORNER OF SUNRISE MEADOWS PHASE 7; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PHASE 7 THE FOLLOWING FOUR COURSES:

- S89°26'27"W 327.26 FEET;
  - S41°56'32"W 162.93 FEET;
  - S48°03'28"E 22.13 FEET;
  - S41°56'32"W 115.00 FEET TO THE EASTERMOST CORNER OF LOT 49 OF SUNRISE MEADOWS PHASE 2;
- THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PHASE 2 THE FOLLOWING THREE COURSES:
- N48°03'28"W 105.00 FEET;
  - N31°51'38"W 177.40 FEET;
  - S88°45'48"W 50.43 FEET TO THE SOUTHEASTERLY LINE OF MEADOW LANE.
- THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES:
- S89°45'48"W 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 340.00 FEET AND A LONG CHORD OF 74.46 FEET BEARING N33°19'20"E;
  - NORTHEASTERLY 74.61 FEET ALONG SAID CURVE;
- THENCE N88°35'24"E 472.48 FEET TO THE POINT OF BEGINNING, CONTAINING 4.78 ACRES, MORE OR LESS.

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE-DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS SUNRISE MEADOWS SUBDIVISION PHASE 8, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND DO WARRANT, DEFEND, AND SAVE THE MUNICIPALITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE MONUMENTAL DISCONTINUATION AND MAINTENANCE OF THE STREETS BY THE MUNICIPALITY OR ANY OTHER AUTHORITY. WE HEREBY SHOW, WITH THE SAME WARRANTY AS GIVEN FOR OTHER DEDICATED PROPERTY:

IN WITNESS WHEREOF I HAVE HEREBY SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2017.

NIBLEY SUNRISE MEADOWS, LLC  
BY: \_\_\_\_\_  
SHERWOOD HIRSCH, MANAGING MEMBER

### ACKNOWLEDGMENT

STATE OF UTAH § \_\_\_\_\_  
COUNTY OF CACHE  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 2017, BEFORE ME \_\_\_\_\_, PERSONALLY APPEARED SHERWOOD HIRSCH, MANAGING MEMBER OF NIBLEY SUNRISE MEADOWS, LLC, PROVIDED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.

NOTARY PUBLIC SIGNATURE: \_\_\_\_\_  
NOTARY PUBLIC FULL NAME: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_  
A NOTARY PUBLIC COMMISSIONED IN UTAH

### UTILITY COMPANY APPROVALS

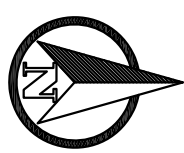
THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED

DOMINION ENERGY \_\_\_\_\_ DATE \_\_\_\_\_  
ROCKY MOUNTAIN POWER \_\_\_\_\_ DATE \_\_\_\_\_  
CENTURY LINK COMMUNICATIONS \_\_\_\_\_ DATE \_\_\_\_\_  
COMCAST CORPORATION \_\_\_\_\_ DATE \_\_\_\_\_

### MAYOR'S APPROVAL AND ACCEPTANCE

PRESENTED TO THE NIBLEY CITY MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

MAYOR \_\_\_\_\_



**SURVEY NARRATIVE**  
THIS SURVEY WAS ORDERED BY SHERWOOD HIRSCH FOR THE PURPOSE OF CREATING RESIDENTIAL BUILDING LOTS. A PREVIOUS SURVEY DONE BY TIM GIBBONS FOR CLAIR WEBB WAS RETRACTED AND ACCEPTED. THE BASIS OF BEARINGS USED WAS GEODETIC, BASED ON NGS-84, NORTH BEING PROJECTED FROM THE NIBLEY GPS MONUMENT SET BY THE COUNTY SURVEYOR IN 1998. NUMBER 5 REBARS WITH CAPS STAMPED STEVEN C EARL PLUS 318575, WERE SET AT ALL REAR LOT CORNERS. EXPANSION WALLS WITH WATERSHEDS ARE TO BE SET AT THE INTERSECTION OF THE CURB AND THE PROLONGATION OF THE SIDE LOT LINES AFTER CONSTRUCTION.

**OWNER/SUBDIVIDER**  
NIBLEY SUNRISE MEADOWS, LLC  
Attn: Sherwood Hirsch  
2350 N Main St, Suite 1  
North Lagan, UT 84341

**COUNTY RECORDER'S NO.** \_\_\_\_\_  
STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_ TIME \_\_\_\_\_ FEE \_\_\_\_\_  
ABSTRACTED \_\_\_\_\_

INDEX FILED IN: FILE OF PLATS \_\_\_\_\_  
MICHAEL GLEED, COUNTY RECORDER

**APPROVAL AS TO FORM**  
APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
CITY ATTORNEY \_\_\_\_\_

**ENGINEER'S CERTIFICATE**  
I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE, AND THE CITY ORDINANCE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
CITY ENGINEER \_\_\_\_\_

**PLANNING COMMISSION APPROVAL AND ACCEPTANCE**  
PRESENTED TO THE NIBLEY CITY PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AT WHICH TIME THIS SUBDIVISION WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.  
PLANNING COMMISSION CHAIRMAN \_\_\_\_\_



FINAL PLAT

SUNRISE MEADOWS SUBDIVISION PHASE 8



Castle & Landmark  
Engineers  
Surveyors  
Planners

95 Golf Course Rd.  
Suite 10121  
Laguna, UT 84301  
801.313.0999

DATE: 17 AUGUST 2017  
SCALE: 1" = 60'  
CALCULATIONS BY: S. EARL  
CHECKED BY: L. ANDERSON  
APPROVED BY: S. EARL

PROJECT NUMBER: 842-1601  
SHEET: 1 of 1

**NIBLEY CITY  
DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (“Agreement”), entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Sherwood Hirschi, hereinafter referred to as “Developer” and Nibley City, here in after referred to as “City”, and

WHEREAS, Sunrise Meadows Subdivision Phase 8, which is legally described as follows:

A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 11 NORTH, RANGE 1 EAST. SALT LAKE MERIDIAN, LOCATED IN THE CITY OF NIBLEY, COUNTY OF CACHE, STA TE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION; THENCE S89°44'40"W 1324.79 FEET ALONG THE LATITUDINAL MID-SECTION LINE TO THE CENTER-EAST SIXTEENTH CORNER OF SAID SECTION; THENCE SO°33'33"E 857.33 FEET ALONG THE EAST SIXTEENTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE SO°33'33"E 289.91 FEET ALONG SAID SIXTEENTH LINE TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF SUNRISE MEADOWS PHASE 7; THENCE ALONG THE NORTHERLY AND WESTERLY BOUNDARY OF SAID PHASE 7 THE FOLLOWING FOUR COURSES:

1. S89°26'27"W 327.26 FEET;
2. 41°56'32"W 162.93 FEET.
3. S48°03'28"E 22.13 FEET;
4. S41°56'32"W 115.00 FEET TO THE EASTERNMOST CORNER OF LOT 45 OF SUNRISE MEADOWS PHASE 2;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID PHASE 2 THE FOLLOWING THREE COURSES:

1. N48°03'28"W 105.00 FEET;
2. N31°51'38"W 177.40 FEET;
3. S88°45'48"W 50.43 FEET TO THE SOUTHEASTERLY LINE OF MEADOW LANE;

THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE THE FOLLOWING TWO COURSES:

1. N41°56'32"E 299.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 340.00 FEET AND A LONG CHORD OF 74.46 FEET BEARING N35°39'20"E;
2. NORTHEASTERLY 74.61 FEET ALONG SAID CURVE; THENCE N88°35'24"E 472.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.78 ACRES, MORE OR LESS.

Tax Identification No. 03-008-0008

hereinafter referred to as “the Development” or “the Property” has been approved for construction; and

WHEREAS, plans for the Development are on file with Nibley City and are incorporated by reference herein; and

WHEREAS, it is necessary for the interest of the public welfare that improvements made be constructed in accordance with the specifications set forth in said plans and as provided by Nibley City ordinances and Design Standards; and

WHEREAS, the parties have agreed that an essential nexus exists between Nibley City’s interests and each exaction contained in this Agreement; and

WHEREAS, each exaction is roughly proportionate, both in nature and extent, to the impact of the proposed subdivision and development; and

WHEREAS, the parties have reached this Agreement based on the facts and information available to each and have determined those facts and that information to be sufficient to make an informed decision that the exaction is appropriate and necessary, and does not constitute a taking by Nibley City; and

WHEREAS, Developer desires to record a final plat of the Development in order to obtain building permits and construct structures after the necessary infrastructure is installed, approved and accepted; and

WHEREAS, in accordance with said Nibley City ordinances, including Section 11-5 of the Nibley City Code, the Developer is required to furnish security for the completion of all improvements or complete all improvements prior to recording a final plat.

NOW THEREFORE, to induce Nibley City to approve said plans and allow the use of city-owned utilities and access and/or other improvements, the Developer does hereby unconditionally promise and agree with Nibley City as follows:

1. Developer hereby acknowledges receipt of a copy of the Nibley City Subdivision Ordinance. Developer hereby acknowledges that Developer has read the Subdivision Ordinance (or that an agent of Developer has), and that Developer understands the provisions of the Subdivision Ordinance and that Developer will fully and completely comply with the provisions and requirements therein contained.

2. In accordance with Nibley City Code Section 11-6-6, Developer shall tender to Nibley City an Improvement Bond in the amount of \$313,372.87. In the event that Developer shall fail or neglect to fulfill the obligations under this Agreement, Nibley City shall have the right to construct or cause to be constructed said streets and other improvements as shown on said plans as required by Nibley City ordinances and Design Standards, and upon completion of said improvements Developer, as secured, shall be liable to pay to, and indemnify Nibley City for, the

final total cost incurred by Nibley City, including but not limited to, engineering, legal and contingency costs, together with any damages which Nibley City may sustain on account of the failure of Developer to carry out and execute all of the provisions of this Agreement which said sums are secured by the Improvement Bond.

3. Developer shall supply the City with water rights or shares as set forth in Nibley City Code Section 11-5-2 for the Development.

a. The Developer previously supplied all water shares for the entire subdivision to the City. The shares were provided on 2/2/2007 under certificate No. 374 with the College Irrigation Company

4. This development will be served by the Sunrise Detention Basin, and, as such, the Developer is required to pay an assessment to Nibley City of \$2,500 per lot (12 lots) for a total of \$30,000.00.

a. The developer shall install the following stormwater infrastructure improvements

i. 240' of 15" RCP pipe at an estimated value of \$17.50 per-foot for a total of \$4,200.00.

ii. Two 2'x3' storm water inlets which have an estimated value of \$900.00 each for a total of \$1,800.00

b. The City will credit the developer a total \$6,000.00 for added stormwater infrastructure improvements, bringing the total due to the City after the \$6,000.00 credit, of **\$24,000.00**

5. Developer shall ensure that Street Trees are planted and maintained in the Development in accordance with Nibley City Code Chapter 7-6 and the attached Street Trees Plan which is incorporated herein as Exhibit "A." The Developer shall ensure that trees are planted before the issuing of occupancy permits and enter into agreements with builders to install each tree.

6. The Developer agrees that the finish floor of each house to be constructed within this subdivision shall be at an elevation of 6-inches higher than the average curb height in front of the house or higher. The Developer also agrees that no home shall have a basement, finished or otherwise.

7. The Developer agrees to pay \$400.00 each to the City for four concrete manhole collars. The Developer agrees to pay \$300.00 each to the City for four water valve collars at \$300.00 each. The Developer also agrees to pay \$150.00 each to the City for two street signs. Bringing the total due for the above-listed improvements to \$3,100.00. These fees must be paid before the City will install each of these improvements.



8. The City acknowledges that the Developer has dedicated the section of Meadow Lane adjacent to the Development to the City. The City also acknowledges that the Developer has made improvements to sections of the 1200 West and Meadow Lane corridor south of the Development in compliance with Nibley City and State Code. The City had found that the Developer must pay the City \$5,033.00 to fulfill a roughly proportionate amount of impact to Meadow Lane and 1200 West to fulfill Utah State Law Section 10-9a-508 and Nibley City Code Section 11-5-5 requirements for Meadow Lane and 1200 West. The portion of Meadow Lane adjacent to the Development shall be constructed by the City when the City deems appropriate.

a. All other improvements for the Development shall be constructed as shown in the construction drawings as approved by the City Engineer and Public Works Director.

9. The Developer agrees that all lots along 1000 West will not face 1000 West, but will face 2350 South and driveways will not access onto 1000 West.

10. The Developer shall pay the City the cost of installing the street lights, as assessed by Rocky Mountain Power, and the City will install the street lights in the future to a design to have limited impact to the firefly population in Firefly Park.

11. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto mentioned and permitted successors and assigns; provided, however that this Agreement cannot be assigned, transferred or conveyed by either party, without the express, written consent of the other party.

12. Limitation on Recovery for Default. The sole remedy available to Developer shall be that of specific performance. IN NO EVENT SHALL NIBLEY CITY BE LIABLE TO DEVELOPER, ITS SUCCESSORS OR ASSIGNS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, OR LIABILITIES TO THIRD PARTIES.

13. Developer's Default. If Developer fails to provide the required improvements or pay the sums as required herein and by the Nibley City Code, Nibley City may, at its election:

a. Withhold all further approvals, licenses, and permits for development of the Property, until such default has been cured.

b. Rescind prior approvals for portions of the Development which have not been transferred or sold or which would not otherwise effect third parties.

c. Exercise rights and remedies available at law and equity, including, but not limited to, injunctive relief, specific performance and/or damages.

14. In the event that either of the parties to this Agreement shall be in default or breach of this Agreement, said party shall be liable to pay all reasonable attorney's fees, court costs and

other related costs and expenses incurred by the non-defaulting or non-breaching party in pursuing its rights hereunder or under the laws of the State of Utah.

15. Developer shall comply with all applicable federal, state, county and City requirements, regulations and laws for each aspect of this Development, including payment of fees and compliance with design and construction standards. Nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all such applicable laws, ordinances, and requirements as now existing and as enacted and/or amended.

16. Developer shall provide a Warranty Bond in the sum equal to ten percent (10%), a total of \$31,377.29, of the estimated costs of all improvements installed in the Development as estimated by the City Engineer for the period of Developer's warranty on the improvements in the Development. Security in amounts more than 10% may be required by the City Manager if it is deemed appropriate and necessary. The Warranty Bond shall meet all the criteria outlined in Nibley City Code Chapter 11-6.

17. Developer shall not engage in any construction or disturbance of soil in the development prior to issuance of the Notice to Proceed by the Public Works Director.

18. Severability. 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.

19. Conflicts. If this Agreement conflicts with provisions of the Nibley City Code, the Nibley City Code shall govern.

20. Time is of the Essence. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

21. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

22. Entire Agreement. This Agreement, and 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.

23. Recordation and Running with the Land. This Agreement shall be recorded in the chain of title for the Development. This Agreement shall be deemed to run with the land.

24. Recitals. The foregoing Recitals are incorporated by reference.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**NIBLEY CITY**

**DEVELOPER**

\_\_\_\_\_  
By: DAVID N. ZOOK  
Its: City Manager

\_\_\_\_\_  
By: Sherwood Hirschi

STATE OF UTAH    )  
                              :SS  
County of Cache    )

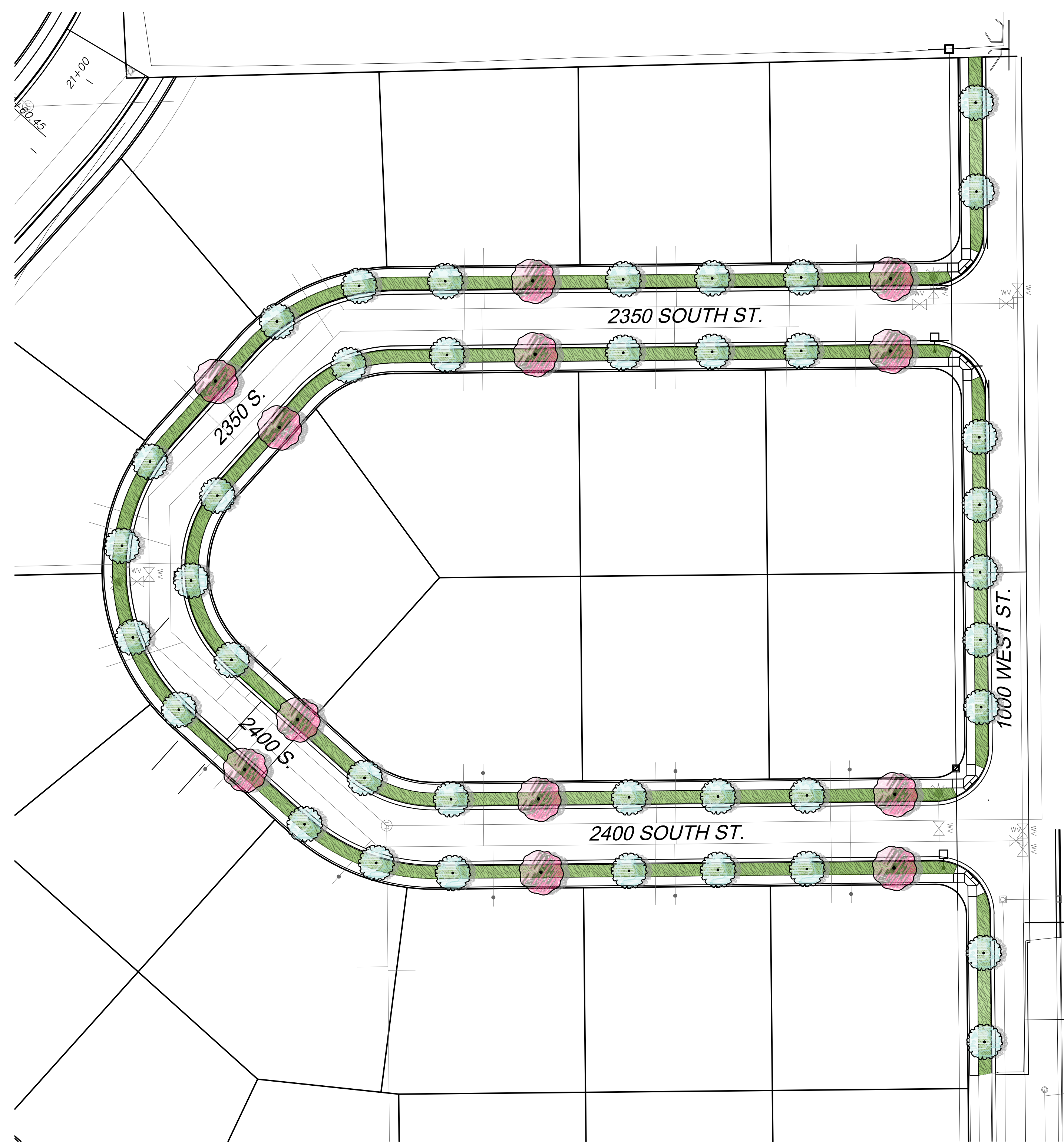
On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me DAVID N. ZOOK, City Manager, the signer of the within instrument, who duly acknowledged to me that he executed the same as City Manager for Nibley City Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH    )  
                              : SS  
County of Cache    )

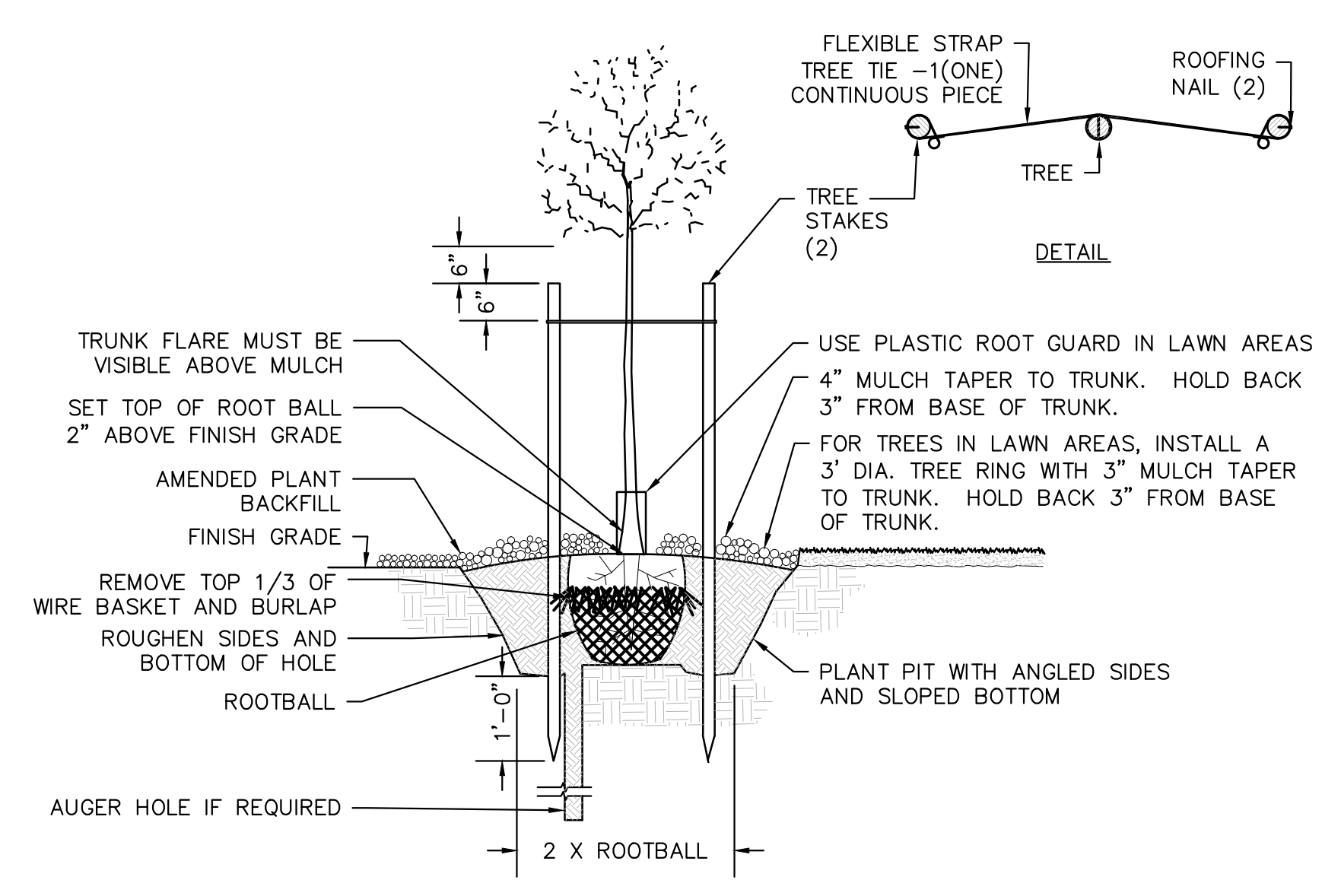
On the \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me, \_\_\_\_\_, Developer, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC



**A** TREE PLANTING PLAN  
SCALE: 1" = 40'

PLANT SCHEDULE					
TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY	REMARKS
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B&B, 2" CAL	38	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
	PRUNUS SUBHIRTELLA	HIGAN CHERRY	B&B, 2" CAL	12	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
GROUND COVERS	BOTANICAL NAME	COMMON NAME		QTY	REMARKS
	SOD - LOCAL DROUGHT TOLERANT FESCUE BLEND			17,546 SF	



**A** TREE PLANTING AND STAKING DETAIL  
1" = 1'-0"

**PLANTING GENERAL NOTES**

1. ALL PLANT MATERIALS SHALL MEET OR EXCEED SIZE IN SCHEDULES. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY AS DEFINED IN ANSI Z.60 AMERICAN STANDARDS FOR NURSERY STOCK.
2. AMENDED PLANT BACKFILL MATERIAL SHALL BE A MIXTURE OF THREE (3) PARTS TOPSOIL TO ONE (1) PART PEAT MOSS AND SHALL BE MIXED ON-SITE.
3. ALL PLANTINGS SHALL RECEIVE TWENTY-ONE (21) GRAM TABLETS OF "AGRIFORM" PLANT FERTILIZER (OR APPROVED EQUAL) TO BE PLACED AS SHOWN IN DETAILS AND PER MANUFACTURERS RECOMMENDATIONS.
4. TREES PLANTED ADJACENT TO PUBLIC ROADS AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED TO SEVEN (7) FEET HEIGHT CLEARANCE ABOVE PAVEMENT.

PLOTTED August 18, 2017 By Nelson Chapman FILE 2: 2016 PROJECTS\042-1501 SUNRISE MEADOWS PHASE 8 - HIBBLEY MOUND LANDSCAPE PLANTING



**TREE PLANTING PLAN**

**SUNRISE MEADOWS PHASE 8**  
 2400 South 1000 West  
 Nibley, Utah

Cache • Landmark  
 Engineers  
 Surveyors  
 Planners  
 95 Golf Course Rd.  
 Suite 101  
 Logan, UT 84321  
 435.713.0099

DATE: 17 AUGUST 2017  
 SCALE: 1" = 40'  
 DESIGN BY: J. MAUGHAN  
 CHECKED BY: K. KVARFORDT  
 APPROVED BY: K. KVARFORDT  
 PROJECT NUMBER: 842-1203

SHEET: **L100**

# SUNRISE MEADOWS PHASE 8 2400 SOUTH 1000 WEST NIBLEY, UT 84321 SITE-CONSTRUCTION DOCUMENTS

## GENERAL SITE NOTES

- NO WORK IS TO BEGIN UNTIL NECESSARY PERMITS HAVE BEEN OBTAINED.
- REQUIREMENTS SHOWN ON SITE PLAN SHALL GOVERN. GENERAL CONTRACTOR TO POINT OUT ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- ENTIRE INSTALLATION SHALL MEET ALL APPLICABLE CODES.
- VERIFY ALL CONDITIONS AND DIMENSIONS ON SITE.
- GENERAL CONTRACTOR RESPONSIBLE TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS.
- GENERAL CONTRACTOR TO COORDINATE ALL UTILITY WORK WITH THE APPROPRIATE UTILITY PROVIDER. GENERAL CONTRACTOR TO VERIFY AND FOLLOW ALL UTILITY PROVIDER REQUIREMENTS, PROCEDURES, STANDARDS AND SPECIFICATIONS.
- GENERAL CONTRACTOR TO PROVIDE ALL EQUIPMENT, PERSONNEL, AND CONSTRUCTION STAKING REQUIRED FOR FINAL CHECKOUT OF ALL FACILITIES BY OWNER'S REPRESENTATIVE.
- GENERAL CONTRACTOR TO PERFORM GENERAL YARD AND BUILDING CLEAN-UP AT COMPLETION OF WORK.
- ALL PUBLIC IMPROVEMENTS SHALL BE IN ACCORDANCE WITH CURRENT APWA STANDARDS AND SPECIFICATIONS PER NIBLEY CITY REQUIREMENTS. FOR THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS, IT IS RECOMMENDED THAT THE CONTRACTOR OBTAIN A COPY OF THIS MANUAL FROM THE NIBLEY CITY PUBLIC WORKS DEPARTMENT FOR REFERENCE DURING ALL SITE CONSTRUCTION.
- ALL ASPHALT CUTS FOR UTILITIES AND PAVEMENT WITHIN PUBLIC RIGHTS OF WAY SHALL BE IN ACCORDANCE WITH THE CITY OF NIBLEY STANDARDS AND SPECIFICATIONS. \*WORK IN R/W\* PERMITS ARE REQUIRED.
- GENERAL CONTRACTOR SHALL PROVIDE COMPREHENSIVE TRAFFIC CONTROL PLAN WHICH SHALL BE SUBMITTED TO AND APPROVED BY THE CITY PRIOR TO ANY WORK IN THE PUBLIC R/W. CONTRACTOR IS RESPONSIBLE FOR SAFETY TO THE PUBLIC BY MINIMIZING THE INTERRUPTION OF THE USE OF ROADS AND PROVIDING SIGNS, FLARES, BARRICADES, ETC. AS NECESSARY. TRAFFIC CONTROL TO BE COMPLIANT WITH CURRENT MUTCD. WORK SHALL COMPLY WITH \*WORK IN R/W\* PERMIT.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND ELEVATION OF EXISTING UTILITIES WHICH MAY BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION. IF A CONFLICT DOES EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE.
- IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY ALL UTILITIES WHEN CONSTRUCTION WORK BEGINS IN THE VICINITY OF ANY UTILITY LINES AND TO ARRANGE FOR A REPRESENTATIVE OF THE UTILITY TO BE PRESENT IF THE CONTRACTOR'S OPERATIONS ARE IN CLOSE PROXIMITY TO ANY LINES IN THEIR EXISTING OR RELOCATED POSITION WHICH COULD CREATE A HAZARDOUS CONDITION.
- WHERE THERE IS A CONFLICT BETWEEN THESE PLANS AND THE SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY, AS APPROVED BY THE NIBLEY CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
- DIMENSIONS FOR LAYOUT AND CONSTRUCTION ARE NOT TO BE SCALED FROM ANY DRAWING. IF PERTINENT DIMENSIONS ARE NOT SHOWN, CONTACT THE CONSULTING ENGINEER FOR CLARIFICATION, AND ANNOTATE THE DIMENSION ON THE AS-BUILT RECORD DRAWINGS.
- OWNER/CONTRACTOR IS RESPONSIBLE TO OBTAIN A UPDES STORMWATER DISCHARGE PERMIT AND IS RESPONSIBLE FOR DEVELOPING AND IMPLEMENTING A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AS PER THE REQUIREMENTS OF THE UPDES STORMWATER CONSTRUCTION PERMIT (NOI PERMIT \_\_\_\_\_).

## UTILITY CONTACTS

**FIRE PROTECTION:**  
Hyrum City Fire Dept.  
50 North 100 West  
Hyrum, Utah 84319  
CONTACT: Cordell Nielsen  
TEL: (435) 245-6033

**SANITARY SEWER / WATER:**  
Public Works-Engineering  
625 West 3200 South  
Nibley, Utah 84321  
CONTACT: Justin Maughan  
TEL: (435) 752-0431

**STORM SEWER AND ROADS:**  
Public Works-Engineering  
625 West 3200 South  
Nibley, Utah 84321  
CONTACT: Justin Maughan  
TEL: (435) 752-0431

**POWER:**  
Rocky Mountain Power  
780 North Main  
Smithfield, UT 84335  
CONTACT: Jim Knight  
TEL: (435) 563-2933  
James.knight@rockymountainpower.net

**NATURAL GAS:**  
Dominion Energy  
895 West 800 North  
Logan, Utah 84321  
CONTACT: Cristl Fedel  
TEL: (435) 755-2206  
cristl.fedel@dominionenergy.com

**TELEPHONE:**  
Century Link Communications  
431 East 26th Street  
Ogden, Utah 84401  
CONTACT: Tom Larsen  
TEL: (385) 245-5314

**CABLE TELEVISION:**  
Comcast Corporation  
9075 South 700 West  
Sandys, UT 84070  
CONTACT: Sheryl Sweeten  
TEL: (801) 401-3023  
FAX: (801) 255-2711  
E-mail: sheryl-sweeten@cable.comcast.com

**STORM WATER PERMIT:**  
STATE OF UTAH  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER QUALITY  
288 North 1460 West  
P.O. Box 144870  
Salt Lake City, Utah 84114-4870  
TEL: (801) 538-6146  
WEBSITE: <https://secure.utah.gov/swp/client>

DESCRIPTION	SHEET
INDEX	C-1.1
FINAL PLAT SUNRISE MEADOWS 8	C-2.1
2350 S. & 1000 W. PLAN & UTILITIES	C-4.0
EROSION CONTROL PLAN	C-5.1
STANDARD DETAILS	

## SHEET INDEX

## PROPERTY OWNER

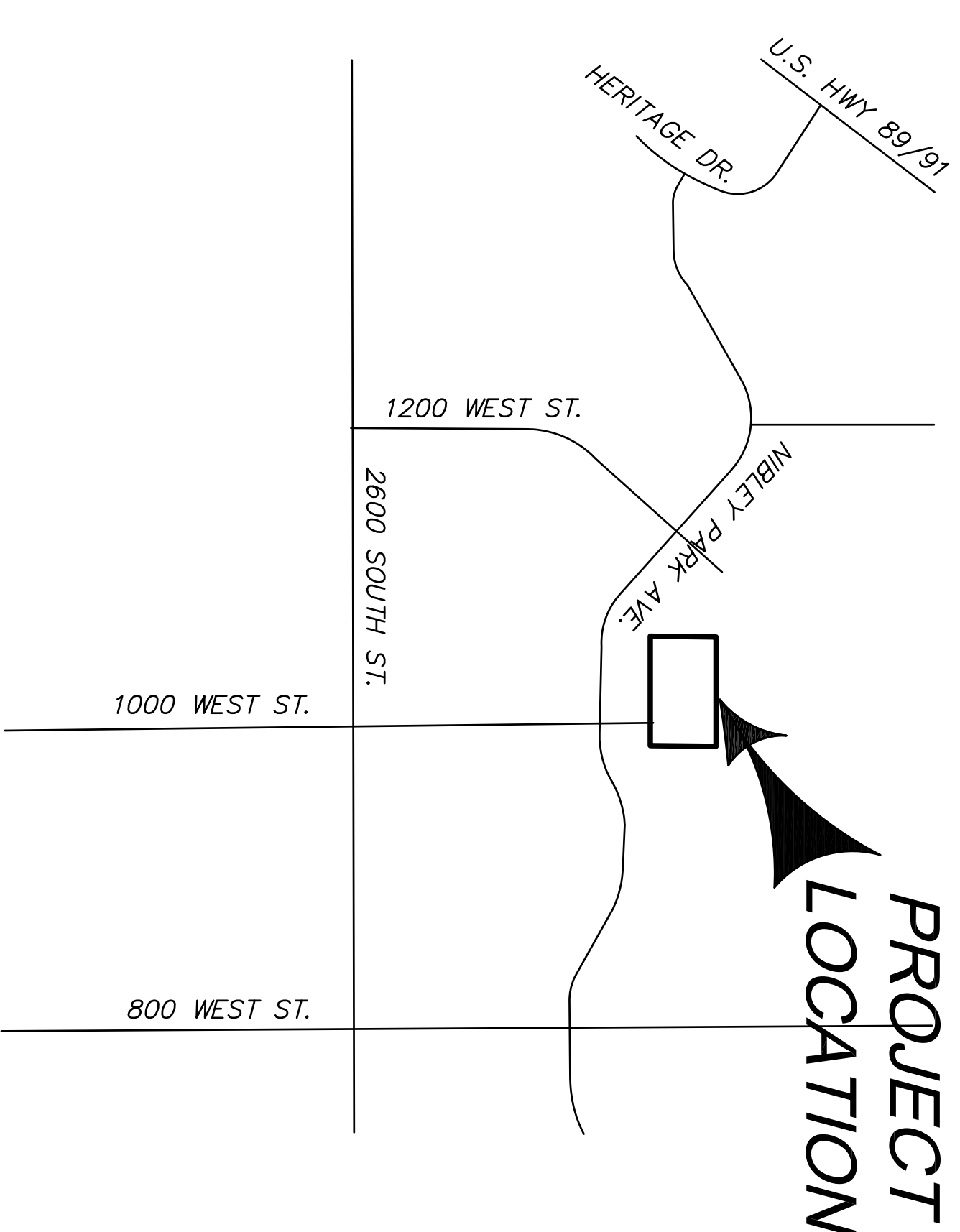
SUNRISE MEADOWS  
SHERWOOD HIRSCHL  
33 N River Pointe Drive  
Logan, UT 84321  
MOB: (435) 994-0141  
Email: [hirschshewood@gmail.com](mailto:hirschshewood@gmail.com)

## CIVIL ENGINEER

CACHE-LANDMARK ENGINEERING  
95 West Golf Course Rd, Suite 101  
Logan City, Utah 84321  
ATTN: Steven Earl, P.E., P.L.S.  
TEL: (435) 713-0099  
FAX: (435) 713-0055  
MOB: (435) 787-1199  
E-mail: [searl@cacheandmark.com](mailto:searl@cacheandmark.com)

## VICINITY MAP

NOT TO SCALE



**PROJECT  
LOCATION**

## LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	PUBLIC UTILITY EASEMENT
	MINIMUM BUILDING SETBACK
	ROAD CENTERLINE
	STD. (MODIFIED) CURB & GUTTER
	OPEN FACE CURB
	SANITARY SEWER
	WATER LINE & SIZE
	OVERHEAD POWER
	UNDERGROUND POWER
	UNDERGROUND TELEPHONE
	UNDERGROUND NATURAL GAS
	STORM DRAIN PIPE
	STORM DRAIN BOX
	NEW LIGHT POLE
	FIRE HYDRANT
	MANHOLE
	SIGN
	PROPOSED PAVEMENT
	EXISTING CONTOUR
	CONSTRUCTION LIMIT LINE

## DATE OF PREPARATION:

ORIGINAL ISSUE: September 5, 2017



NO.	DATE:	DESCRIPTION:



SHEET DESCRIPTION:  
**INDEX SHEET**

**SUNRISE MEADOWS PHASE 8**  
2350 South 1000 West  
Nibley, Utah



Cache & Landmark  
Engineers  
Surveyors  
Planners

DATE: 6 SEPTEMBER 2017

SCALE: NA

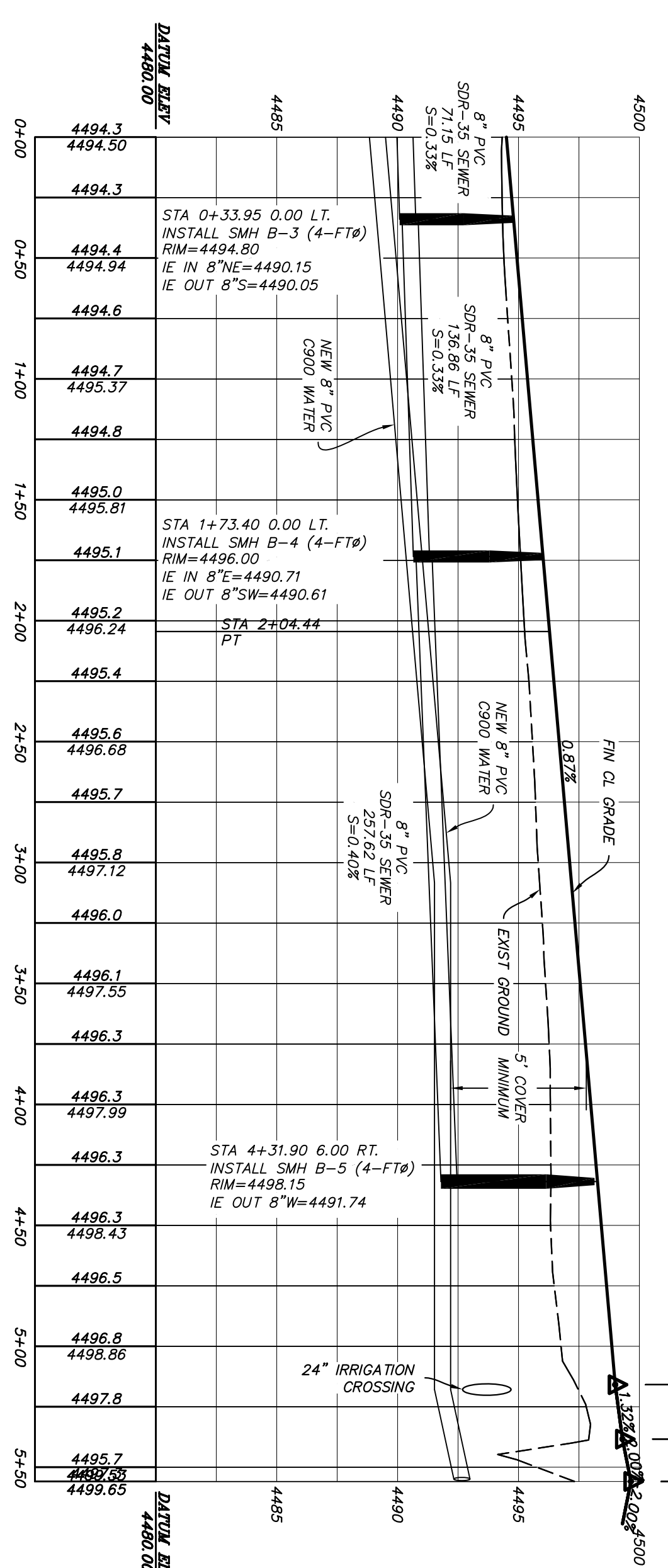
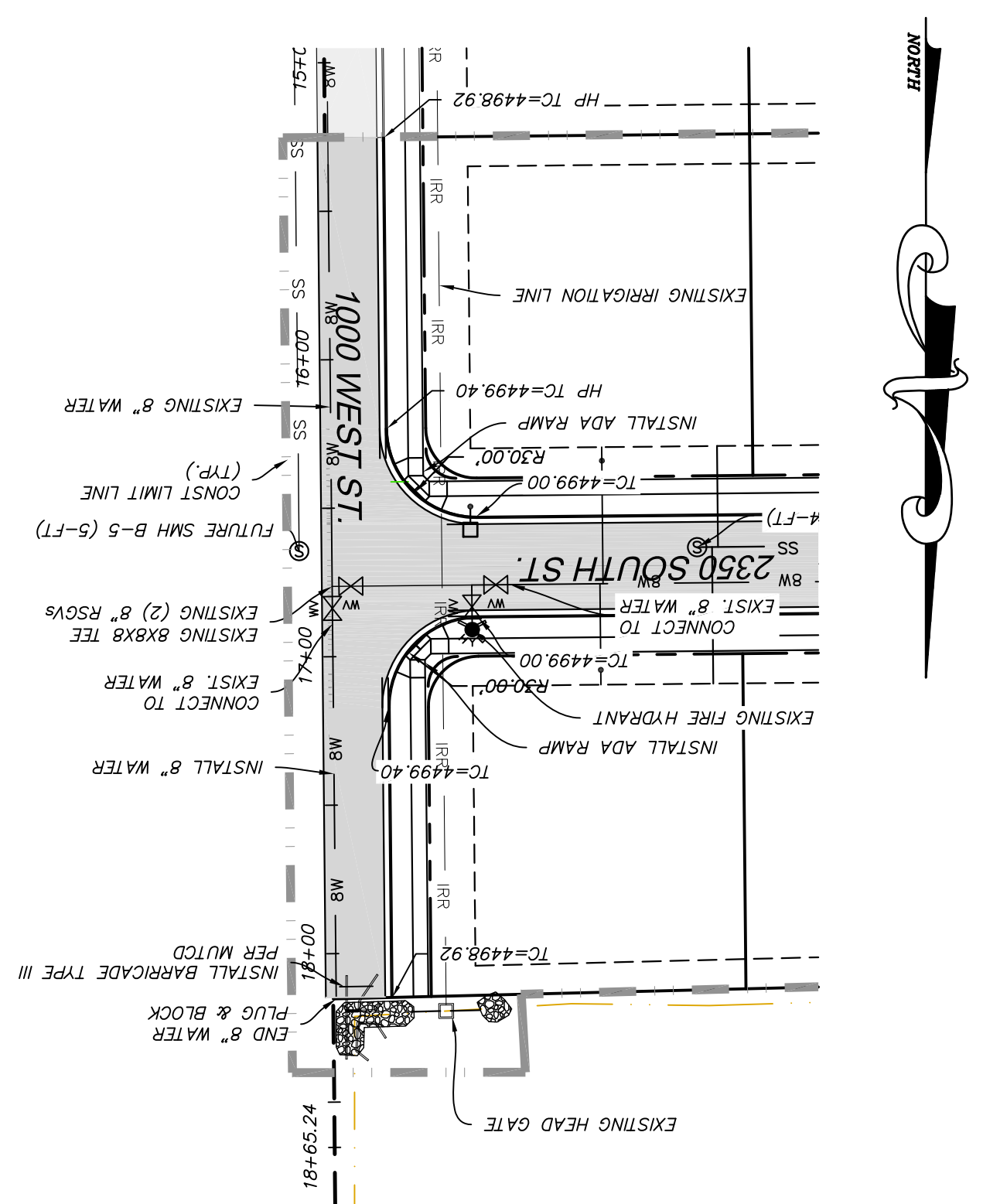
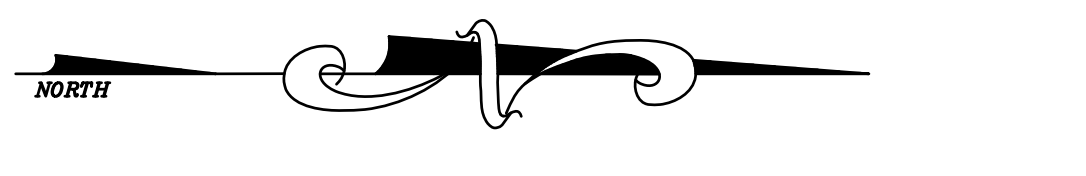
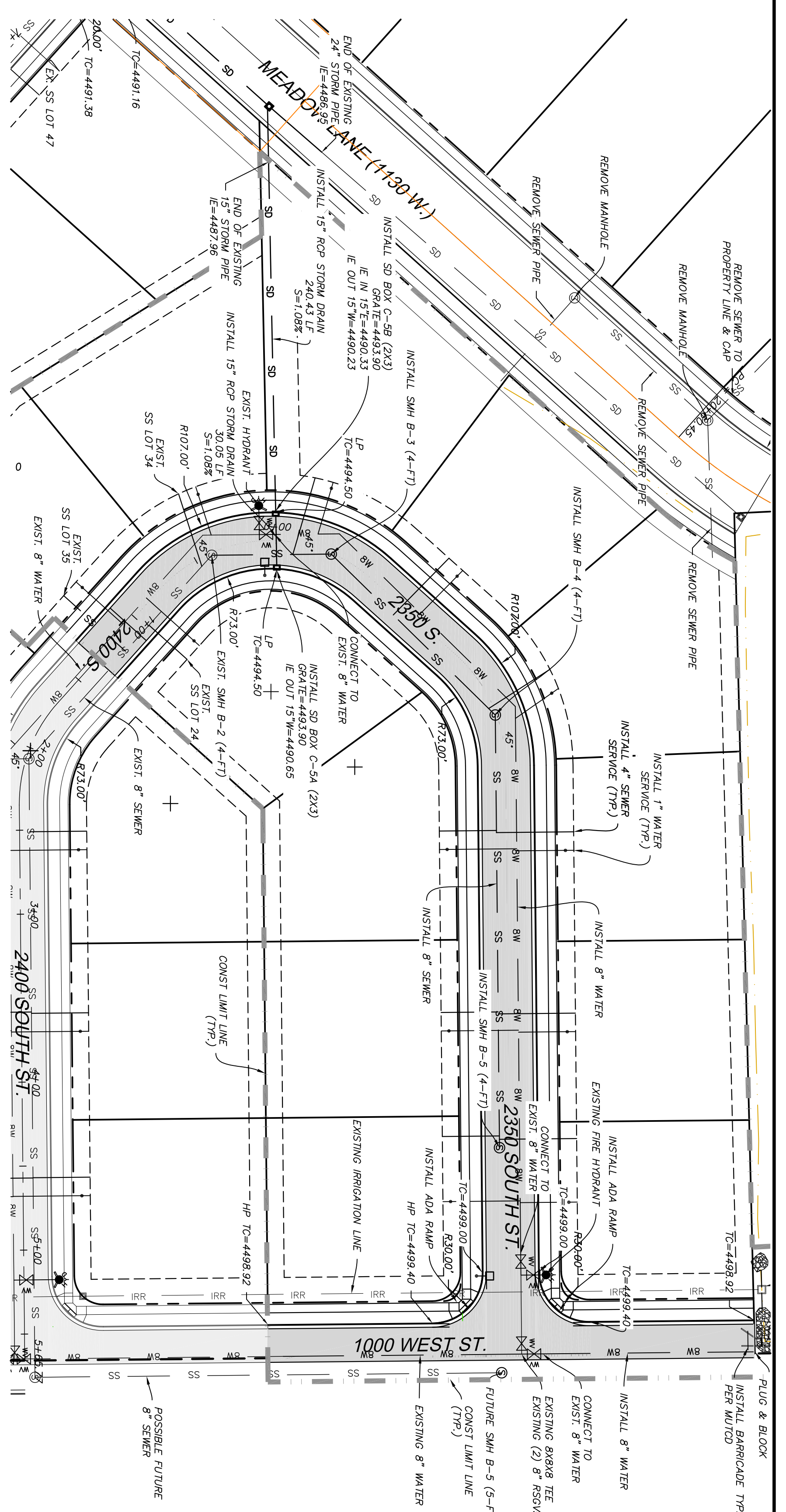
DESIGNER: S. EARL

CHECKED BY: L. ANDERSON

APPROVED BY: S. EARL

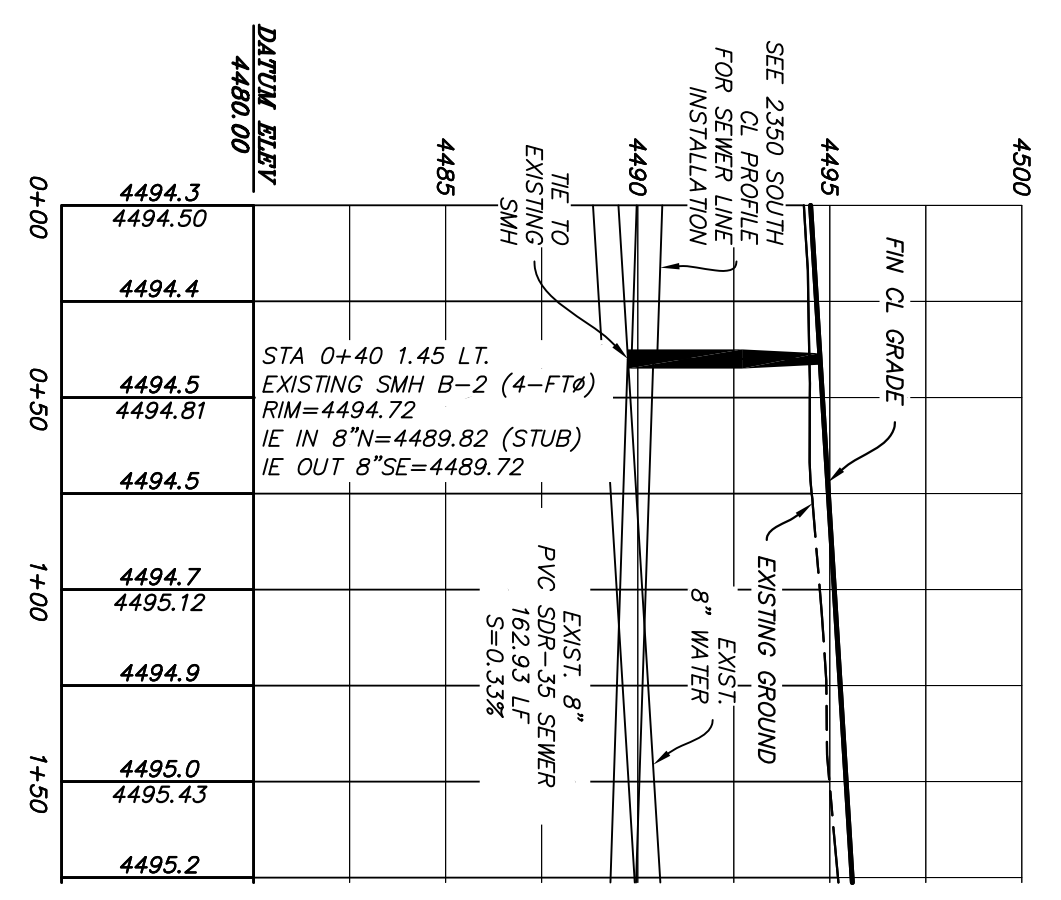
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SHEET: **C-1.1**

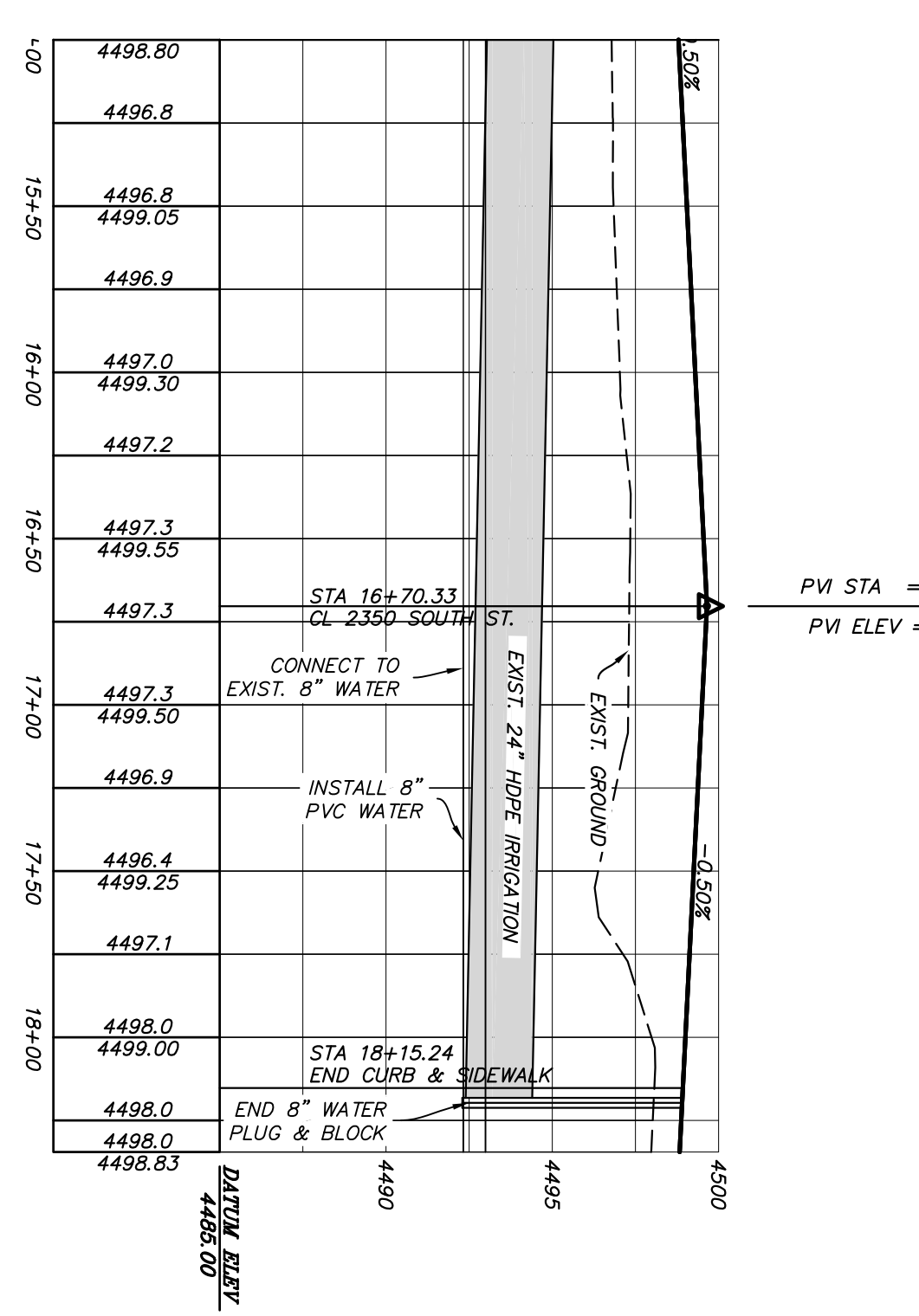


CL PROFILE - 2350 SOUTH ST.  
 SCALES: H: 1"=50' V: 1"=5'

PVI STA =	5+15.90
PVI ELEV =	4499.00
PVI STA =	5+38.40
PVI ELEV =	4499.30
PVI STA =	5+55.90
PVI ELEV =	4499.65



CL PROFILE - 2400 SOUTH ST.  
 H: 1"=50' V: 1"=5'



CL PROFILE - 1000 WEST ST. (12+00 TO END)  
 SCALES: H: 1"=50' V: 1"=5'

PVI STA =	16+70.33
PVI ELEV =	4499.65

- NOTES**
- BENCHMARK IS CACHE COUNTY SURVEYOR'S NIBLEY CITY GPS MONUMENT, LOCATED IN FRONT OF PUBLIC WORKS BUILDING AT 625 W 3200 S NIBLEY. ELEVATION IS 4546.58 FEET (NAVD 88 DATUM).
  - CONTRACTOR TO CALL ENGINEER TO STAKE FIRE HYDRANTS AND OTHER SERVICES.
  - ALL WATER MAINLINES TO BE C900 DR14 CL200.
  - IN MANHOLE IN CUI-DF-SAC IN SUNRISE COURT (PHASE 1), PLUG ABANDONED SEWER INVERT ON EAST SIDE OF MANHOLE.
  - ALL SEWER LATERALS TO BE BROUGHT TO SURFACE AND CAPPED.

- CONSTRUCTION NOTES**
- INSTALL SEWER MANHOLES PER APWA-411.
  - INSTALL SEWER LATERAL PER APWA-431.
  - INSTALL CURB AND GUTTER PER APWA-205 TYPE A.
  - INSTALL SIDEWALK PER APWA-231.
  - INSTALL WATER METER PER APWA-521.
  - INSTALL WATER SERVICE PER APWA-541.
  - CONSTRUCT THRUST BLOCKS FOR ALL WATER AND PRESSURIZED LINES PER APWA-561.
  - INSTALL UNDERGROUND UTILITY PIPES PER APWA-381.

**SUNRISE MEADOWS PHASE 8**  
 2350 South 1000 West  
 Nibley, Utah

Cache - Landmark  
 Engineers  
 Surveyors  
 Planners

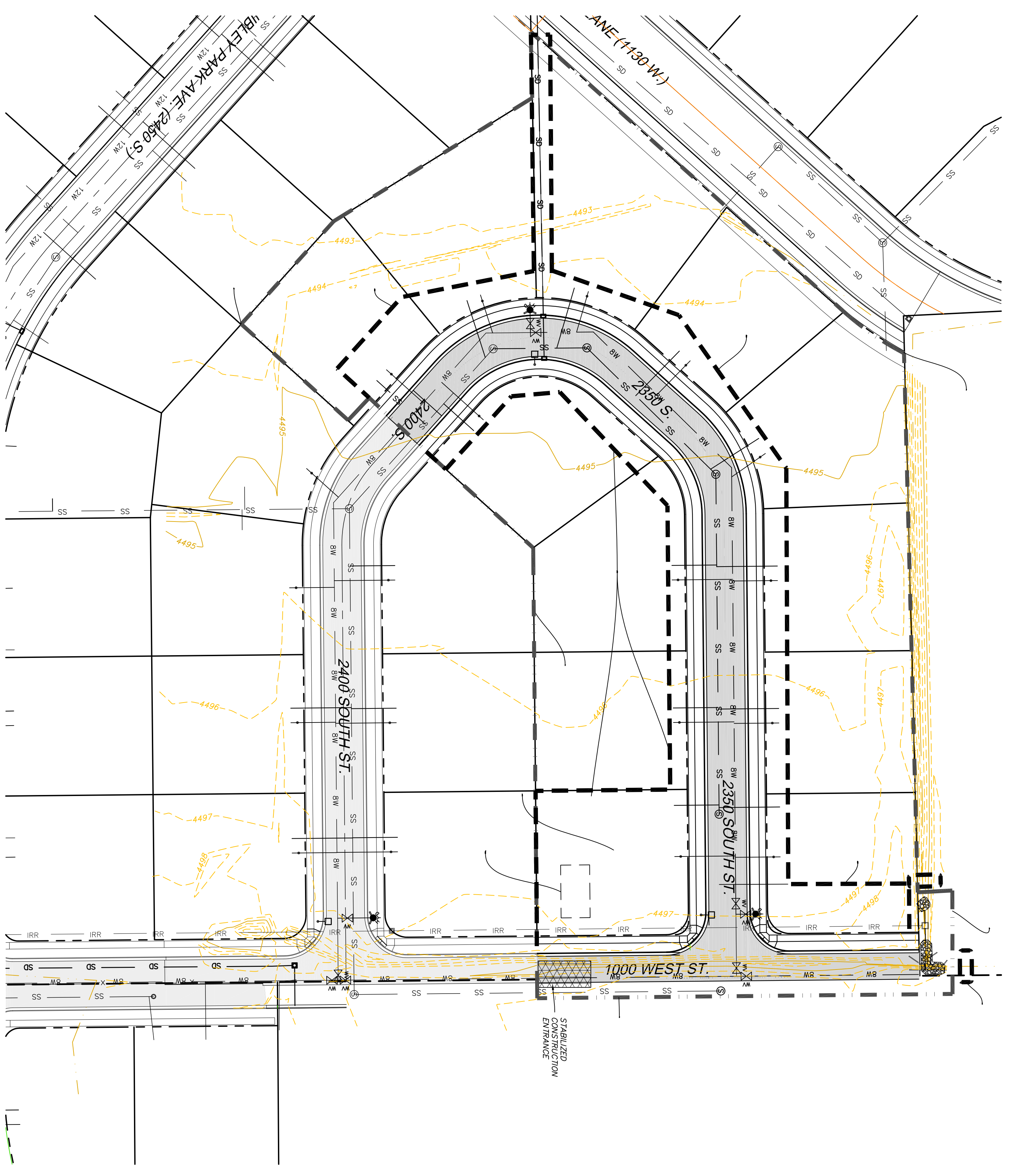
95 Golf Course Rd.  
 Suite 101  
 Layton, UT 84040  
 408.713.0099

DATE: 6 SEPTEMBER 2017  
 SCALE: H: 1"=50' V: 1"=5'  
 DESIGNER: S. EARL  
 CHECKED BY: L. ANDERSON  
 APPROVED BY: S. EARL  
 PROJECT NUMBER: 842-1801  
 SHEET: C-2.1

SHEET DESCRIPTION:  
**2350 S. & 1000 W. PLAN & UTILITIES**

NO.: DATE: DESCRIPTION:


Professional Engineer  
 Steven C. Earl  
 318575-2292  
 9-6-17

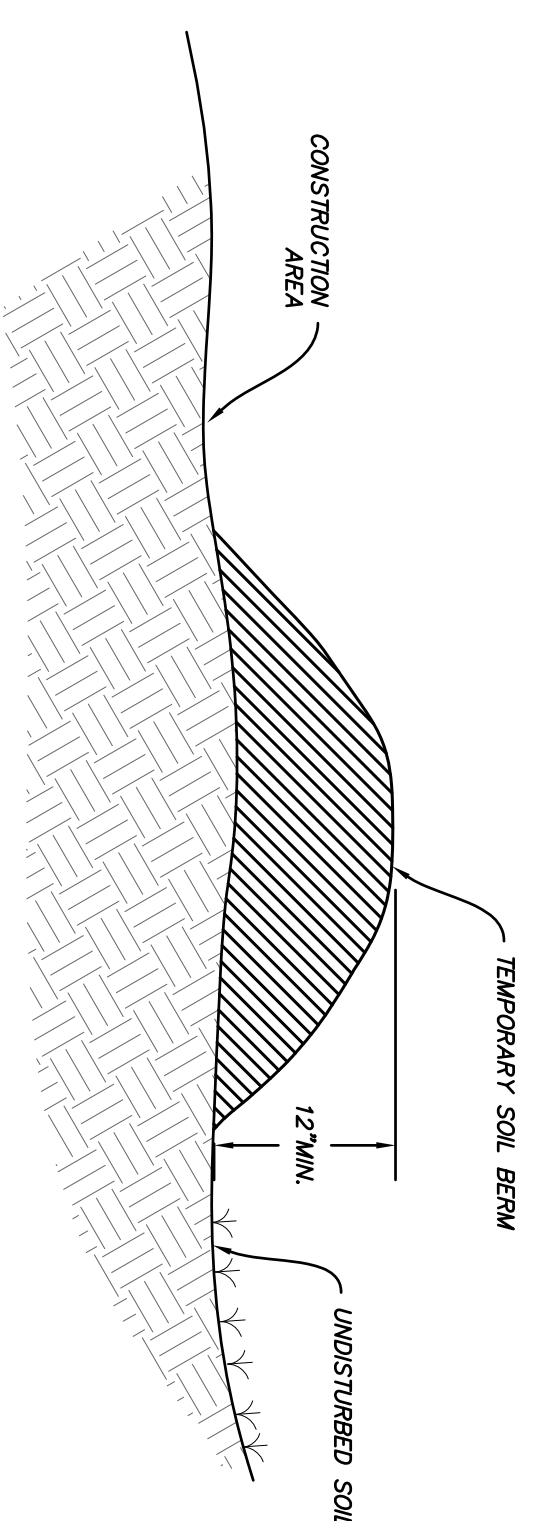


**EROSION CONTROL GENERAL NOTES:**

1. GENERAL INFORMATION:  
The EROSION CONTROL PLAN IS DIAGNOSTIC AND IS INTENDED TO BE VIEWED AS A GUIDELINE FOR LOCATING AND IMPLEMENTING EROSION CONTROL BEST MANAGEMENT PRACTICES (BMPs). IT IS THE CONTRACTOR'S RESPONSIBILITY TO FINALIZE THE TYPE AND LOCATION OF ALL BMPs IN ORDER TO MEET THE REGULATIONS OF THE STATE OF UTAH.
2. LIMITS OF DISTURBANCE:  
LIMITS OF DISTURBANCE LINE SHOWN ON THIS DRAWING IS FOR MAJOR DEMOLITION AND EXCAVATION OF CIVIL RELATED ELEMENTS. IT IS ANTICIPATED THAT THERE MAY BE SOME ADDITIONAL DISTURBANCE OUTSIDE OF THESE LIMITS. PERMANENT RELATED TO REMEDIATION/RESTORATION AND THAT DISCHARGE OF SEDIMENT LADEN RUN-OFF IS NOT PERMITTED.
3. STREET CLOSURES:  
IF SEDIMENT IS TRANSPORTED ON TO THE STREET AND/OR EXISTING PARKING AREAS IT SHALL BE REMOVED ON A DAILY BASIS. STREET CLOSURES SHALL BE INSTALLED TO PREVENT THE TRANSPORT OF SEDIMENT TO THE STREET AND/OR EXISTING PARKING AREAS. STREET CLOSURES SHALL BE USED TO MAINTAIN CLEAN HARDSCAPE AREAS ON AN AS-BUILT BASIS. ALL ADJACENT PARKING LOT AREAS TO THE SITE SHALL ALSO BE SWEEP DURING WORK DAYS AND AT OTHER TIMES AS NEEDED IN ORDER TO KEEP THE TRAVELED WAY CLEAN FROM MUD, DUST, SILT, AND DEBRIS.
4. VEHICLE WASH-DOWN:  
THE STABILIZED CONSTRUCTION ENTRANCE MAY BE CONSTRUCTED TO SERVE AS A TEMPORARY VEHICLE WASH STATION TO ENSURE CONTROL OF SEDIMENT AT THE CONSTRUCTION EXIT POINT OR A SEPARATE WASH-DOWN AREA SHALL BE PROVIDED. THE WASH-DOWN STATION SHALL BE CONSTRUCTED TO COLLECT WATER FROM THE CONSTRUCTION SITE AND DISPOSE OF IT IN A MANNER THAT DOES NOT CAUSE POLLUTION. WASH WATER MAY BE RE-USED AFTER SETTLING IN A TRAP AND FILTER BASIN TO COLLECT WASH WATER FOR SETTLING OF DEBRIS. WASH WATER MAY BE RE-USED OR DISPOSED OF OFF-SITE.
5. CONCRETE CLEANOUT BASIN:  
A DUMPSTER OR LINED BASIN SHALL BE PLACED NEAR THE ENTRANCE/EXIT TO THE SITE AND ALL CONCRETE DELIVERY VEHICLES SHALL BE REQUIRED TO WASH OUT ONLY INTO THE DUMPSTER/BASIN. CONTRACTOR SHALL REMOVE WASTE AND DISPOSE OF IN A LAMPEL MANNER AS NECESSARY. CONCRETE WASH OUT MAY NOT BE DISPOSED OF ON-SITE OR ALLOWED TO INFILTRATE.
6. DUST CONTROL:  
SOILS, GRAVELS, AND ETC., WHETHER STOCKPILED OR PLACED, SHALL BE KEPT COVERED AND/OR ADEQUATELY MOIST TO PREVENT AIRBORNE DUST FROM LEAVING THE SITE. ALL CONSTRUCTION AREAS AND EXISTING PAVED AREAS SHALL BE KEPT ADEQUATELY MOIST TO PREVENT AIRBORNE DUST FROM LEAVING THE SITE.
7. DRAIN INLET PROTECTION:  
ALL EXISTING STORM DRAIN INLETS WITHIN THE PROJECT AREA OR WHICH MAY RECEIVE RUNOFF FROM THE PROJECT AREA SHALL BE PROTECTED ON-SITE. INLET PROTECTION TO BE INSTALLED AND APPROVED/INSPECTED PRIOR TO ANY EARTH DISTURBING ACTIVITIES. ALL STORM DRAINS, SLUICES, AND STORM DRAIN PIPES THAT ARE INSTALLED OR MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED TO PREVENT STORM WATER FROM ENTERING WITHOUT FIRST BEING FILTERED OR TREATED TO REMOVE SEDIMENT. METHOD OF PROTECTION SHALL BE AS SHOWN OR APPROPRIATE TO NEED.
8. SILT FENCING:  
SILT FENCING SHALL BE INSTALLED ALONG GRADING LIMIT LINE AS SHOWN ON PLAN AND ALL OTHER LOW AREAS ALONG THE LIMITS OF DISTURBANCE LINE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE PERMETER OF THE CONSTRUCTION SITE AND TO DETERMINE ALL NECESSARY LOCATIONS FOR CHECK DAMS TO MINIMIZE THE TRANSPORT WITHIN DITCHES OF SEDIMENT LADEN DISCHARGE FROM THE SITE AND INSTALLED IN CONJUNCTION WITH OTHER BMPs TO PREVENT RUNOFF FROM LEAVING THE SITE DURING CONSTRUCTION.
9. TEMPORARY SWALE:  
A TEMPORARY SWALE MAY BE INSTALLED PROVIDING CONFORMANCE FROM THE CONSTRUCTION WASH-DOWN AREA TO A STABILIZED CONSTRUCTION ENTRANCE. THE SWALE SHALL BE INSTALLED IN CONJUNCTION WITH THE OTHER SELECTED BMPs TO ENSURE NO UNFILTERED RUNOFF LEAVES THE SITE.
10. TEMPORARY SEDIMENTATION BASIN:  
A TEMPORARY SEDIMENTATION BASIN MAY BE USED TO ALLOW SEDIMENT TO FALL OUT OF RUNOFF FROM STORM EVENTS AND FROM THE WASH-DOWN AREA AND OTHER AREAS ON SITE WHERE RUNOFF IS NOT CONTAINED AND IS LIKELY TO CONTAIN SEDIMENT.
11. SANDBAGS:  
SANDBAGS MAY BE REQUIRED TO PREVENT RUNOFF ON HARDSCAPE AREAS THAT MAY NOT BE PROTECTED AS PART OF DEMOLITION AND DO NOT ALLOW FOR PROPER INSTALLATION OF SILT FENCING. SANDBAGS MAY BE USED ON EXISTING CONCRETE, ASPHALT, OR CURB AND CUTTER AREAS. SANDBAGS ARE TO BE USED TO ENSURE NO UNTREATED RUNOFF ESCAPES THE SITE.
12. ROCK CHECK DAMS:  
THE CONTRACTOR SHALL CONSTRUCT ROCK CHECK DAMS ALONG EXISTING DITCHES DOWN-GRADE FROM PROJECT DISTURBANCES, AS NECESSARY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO WALK THE PERMETER OF THE CONSTRUCTION SITE AND TO DETERMINE ALL NECESSARY LOCATIONS FOR CHECK DAMS TO MINIMIZE THE TRANSPORT WITHIN DITCHES OF SEDIMENT LADEN DISCHARGE FROM THE SITE.
13. INSTALLATION SEQUENCING:  
INLET PROTECTION, TEMPORARY SEDIMENT BASINS, SILT FENCE, AND OTHER BMPs INTENDED TO TRAP SEDIMENT ON SITE SHALL BE INSTALLED BEFORE LAND-DISTURBING ACTIVITIES TAKE PLACE. TEMPORARY SWALE/CONVEYANCE AND STABILIZED CONSTRUCTION ACCESS AND WASH-DOWN AREAS SHOULD BE CREATED IMMEDIATELY UPON INITIAL REMOVAL OF EXISTING MATERIAL AS A PRELIMINARY STEP IN THE MATERIALS HAVE BEEN PLACED.
14. OTHER SELECTED BMPs:  
AS DETERMINED BY CONTRACTOR.
15. INSPECTIONS:  
INSPECTIONS SHALL TAKE PLACE AS DEFINED IN THE SWPPP OR FOLLOWING STORM EVENTS.

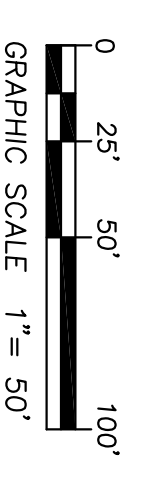
**STABILIZATION & POST-CONSTRUCTION BEST MANAGEMENT PRACTICES (BMP(S)):**

1. THE SITE SHALL BE STABILIZED ONCE FINAL ROADWAY AND UTILITY IMPROVEMENTS HAVE BEEN CONSTRUCTED AND FINAL LOT GRADING AND REGRADATION HAVE BEEN COMPLETED.
2. ONCE CONSTRUCTION IS COMPLETE, THE STORM DRAIN AND STORMWATER DETENTION SYSTEM SHALL BE STABILIZED, INSPECTED, AND MAINTAINED.
3. MAINTENANCE SHALL INCLUDE THE REMOVAL OF DEPOSITED SEDIMENT AS NECESSARY, ENSURING NO OBSTRUCTIONS OCCUR WHICH MAY IMPERE DESIRED FLOWS.

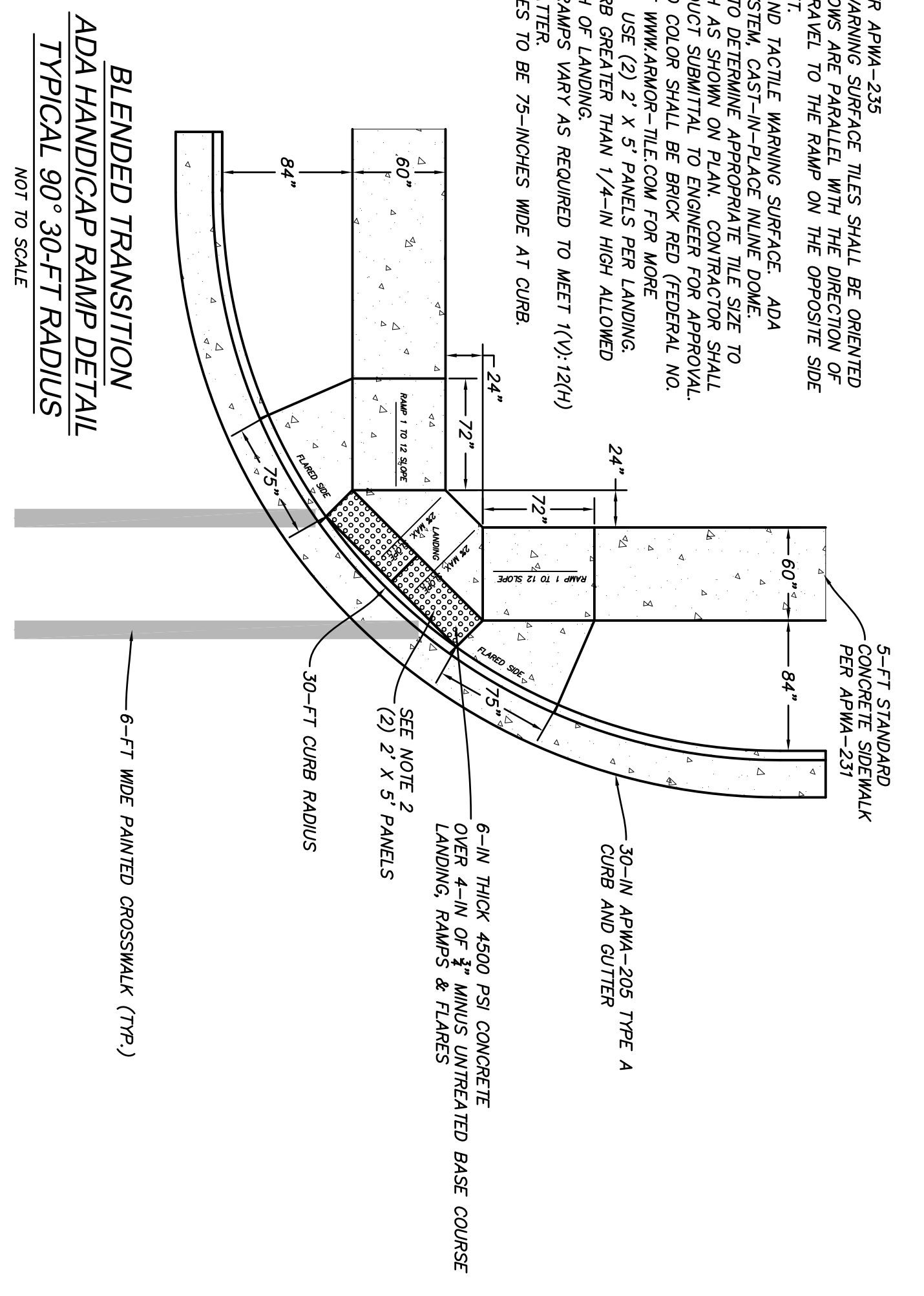
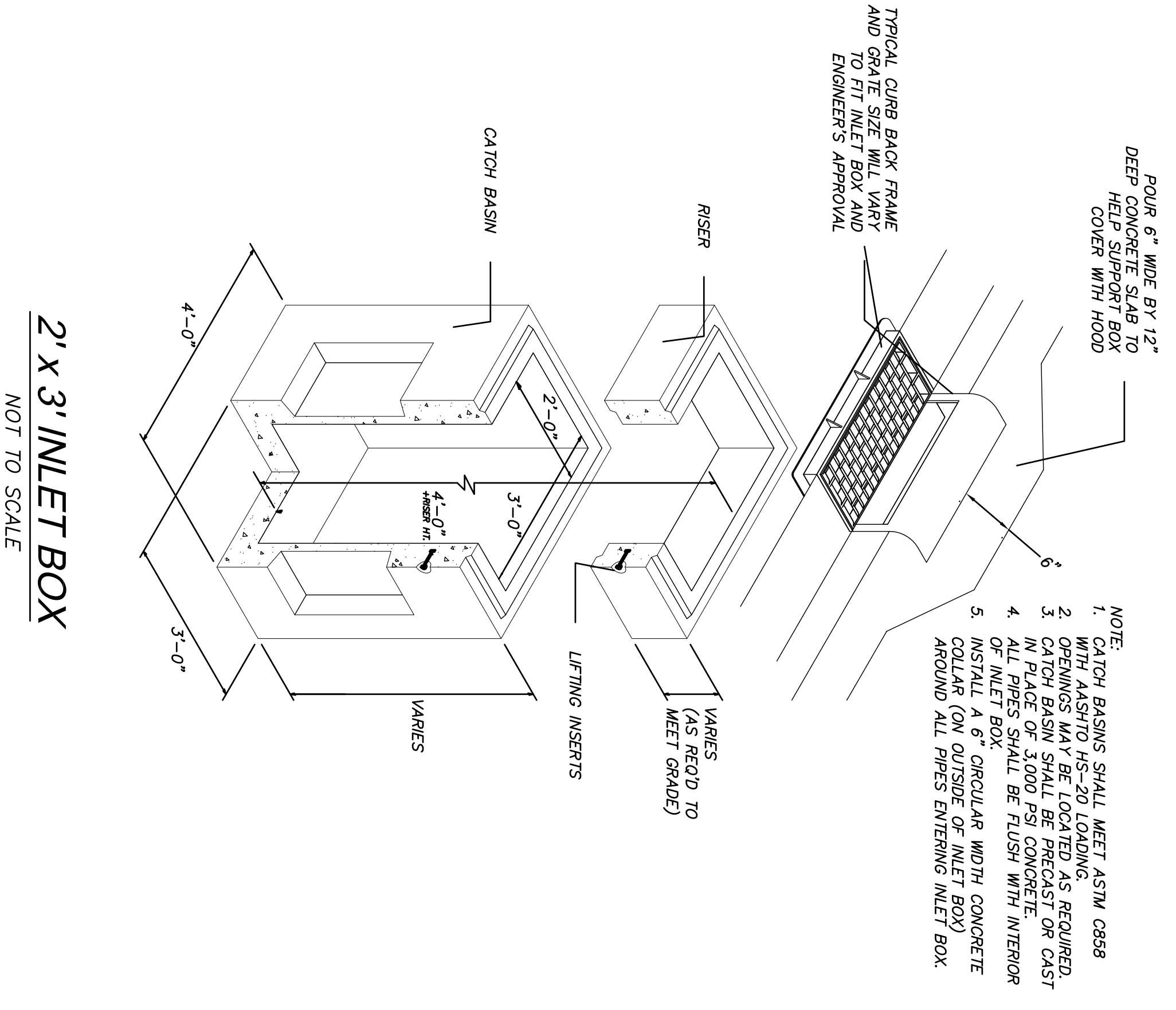
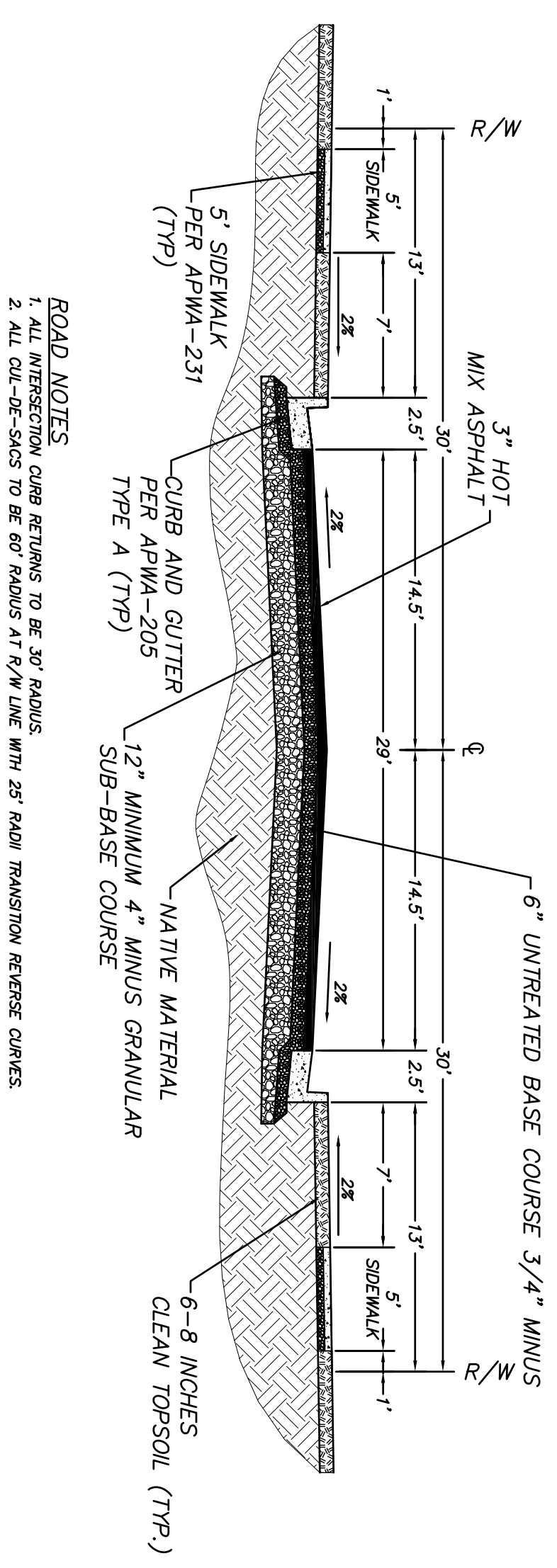
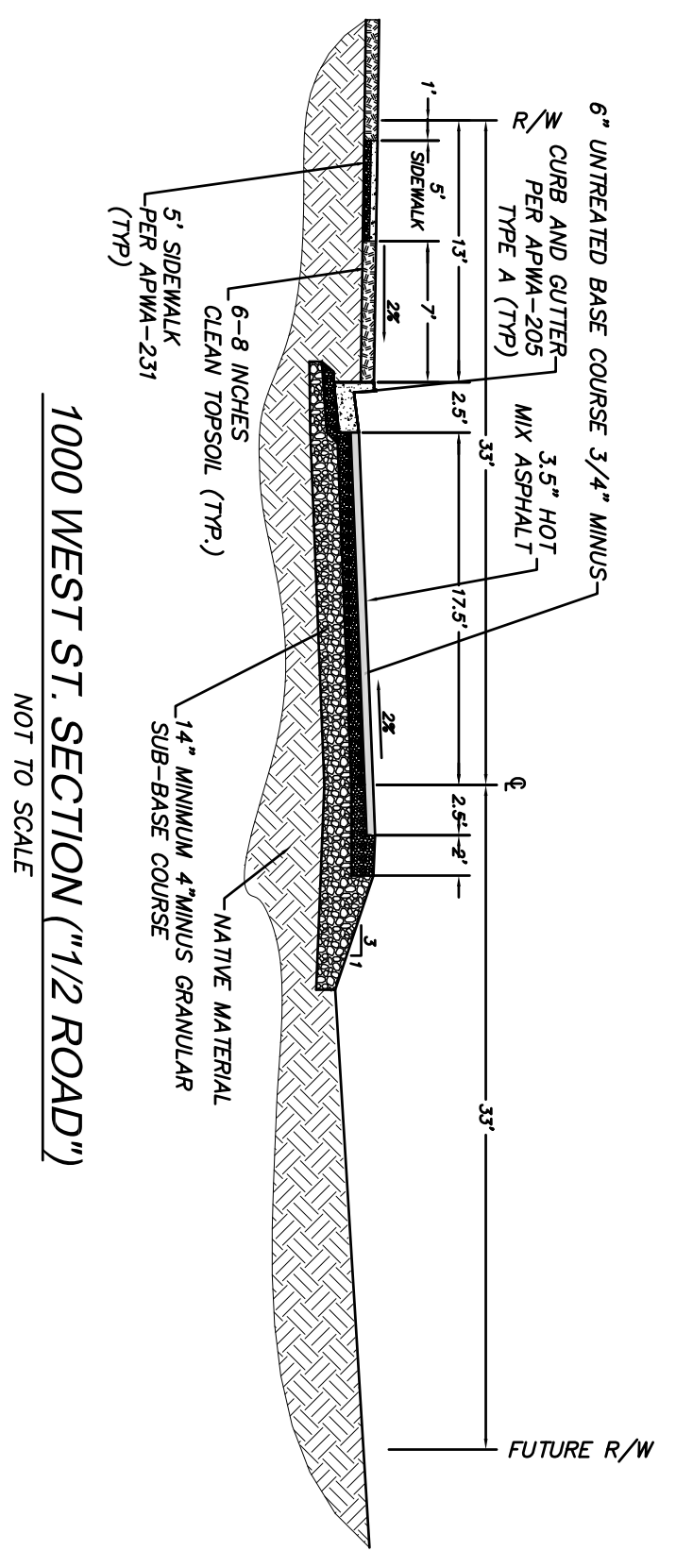


- NOTES:**
1. CONSTRUCT SOIL BERM WITH COMPACTED NATIVE SOIL.
  2. BERM SHALL BE MAINTAINED AT ALL TIMES AND CONSTRUCTED WHERE NECESSARY.
  3. BERM SHALL BE MAINTAINED AT ALL TIMES AND CONSTRUCTED WHERE NECESSARY.
  4. RECONSTRUCT AS NECESSARY.

**1 TEMPORARY SOIL BERM**  
SCALE: N.T.S.



<p><b>C-4.0</b></p> <p>PROJECT NUMBER: 842-1601</p> <p>SHEET:</p>	<p><b>SUNRISE MEADOWS PHASE 8</b></p> <p>2350 South 1000 West Nibley, Utah</p>	<p><b>EROSION CONTROL PLAN</b></p>	<p>NO.: <input type="checkbox"/></p> <p>DATE: <input type="checkbox"/></p> <p>DESCRIPTION:</p>
<p>Cache • Landmark</p> <p>Engineers</p> <p>Surveyors</p> <p>Planners</p> <p>95 Golf Course Rd. Suite 101 Layton, UT 84041 801.713.0099</p> <p>DATE: 6 SEPTEMBER 2017</p> <p>SCALE: 1" = 50'</p> <p>DESIGNER: S. EARL</p> <p>CHECKED BY: L. ANDERSON</p> <p>APPROVED BY: S. EARL</p>	<p>STANDARD PROFESSIONAL SEAL</p> <p>STEVEN C. EARL</p> <p>318575-2202</p> <p>9-6-17</p>		



POUR 6" WIDE BY 12" DEEP CONCRETE SLAB TO HELP SUPPORT BOX COVER WITH HOOD

- NOTE:
1. CATCH BASINS SHALL MEET ASTM C898
  2. OPENINGS MAY BE LOCATED AS REQUIRED.
  3. CATCH BASIN SHALL BE PRECAST OR CAST IN PLACE OF 3,000 PSI CONCRETE.
  4. ALL PIPES SHALL BE FLUSH WITH INTERIOR OF INLET BOX.
  5. INSTALL A 6" CIRCULAR WIDTH CONCRETE RAMP OVER 4" IN OF 3" MINUS UNTREATED BASE COURSE AROUND ALL PIPES ENTERING INLET BOX.

- NOTES:
1. ADA RAMP PER APWA-235
  2. DETECTABLE WARNING SURFACE TILES SHALL BE ORIENTED SUCH THAT ROWS ARE PARALLEL WITH THE DIRECTION OF PEDESTRIAN TRAVEL TO THE RAMP ON THE OPPOSITE SIDE OF THE STREET.
  3. DETECTABLE AND TACTILE WARNING SURFACE, ADA COMPLIANT SYSTEM, SHALL BE APPROVED. TILE SIZE TO ACHIEVE WIDTH AS SHOWN ON PLAN. CONTRACTOR SHALL PROVIDE PRODUCT SUBMITTAL TO ENGINEER FOR APPROVAL. THE STANDARD COLOR SHALL BE BRICK RED (FEDERAL NO. 22144). VISIT WWW.ABANDOR-TILE.COM FOR MORE INFORMATION. USE (2) 2' X 5' PANELS PER LANDING.
  4. NO LIP IN CURB GREATER THAN 1/4-IN HIGH ALLOWED. ALONG LENGTH OF LANDING.
  5. LENGTHS OF RAMPS VARY AS REQUIRED TO MEET 1(V)-12(H) SLOPE OR FLATTER.
  6. LANDING FLARES TO BE 75-INCHES WIDE AT CURB.

NO.	DATE:	DESCRIPTION:



SHEET DESCRIPTION:  
**STANDARD DETAILS**

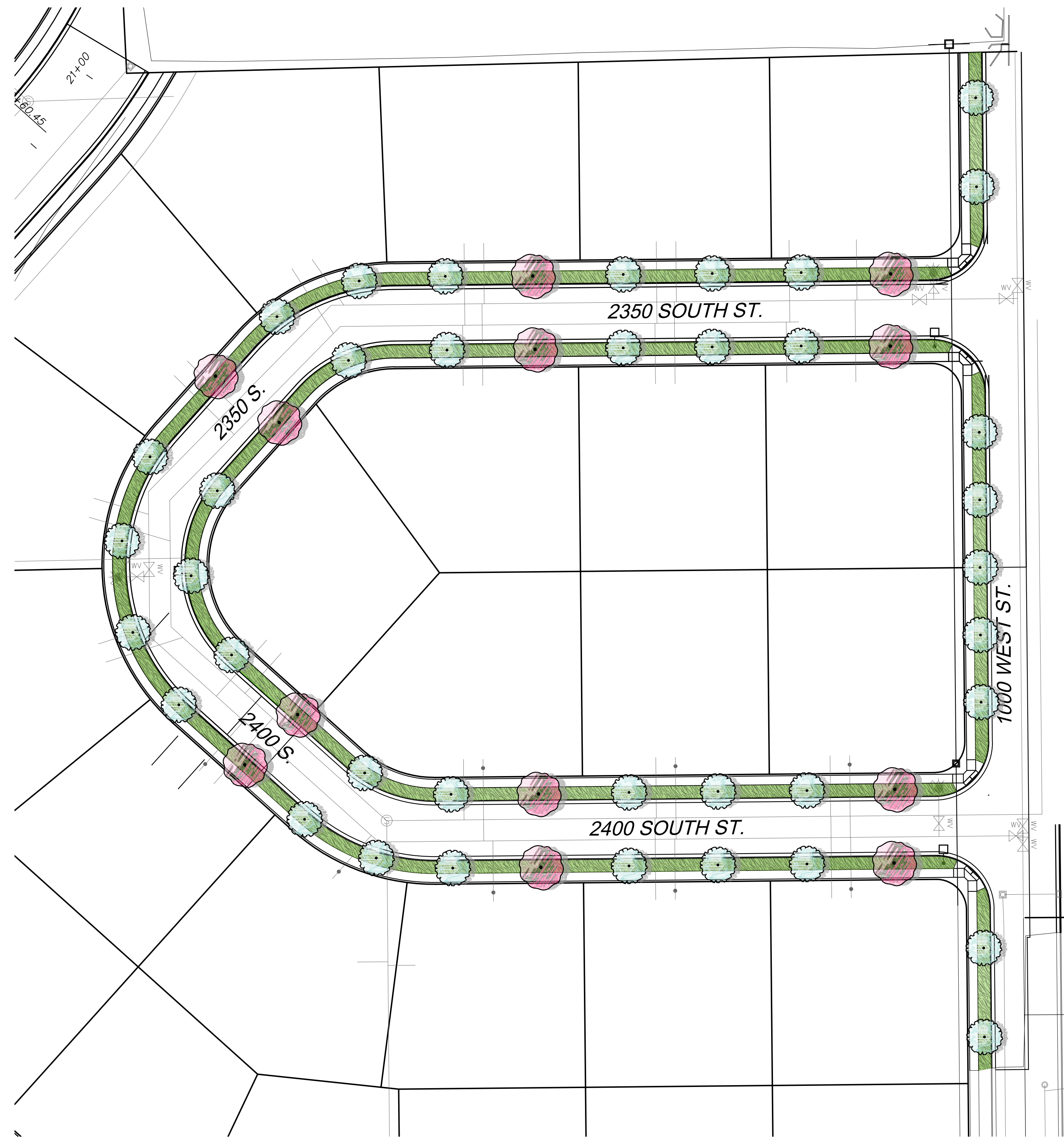
**SUNRISE MEADOWS PHASE 8**  
2350 South 1000 West  
Nibley, Utah

Cache • Landmark  
Engineers  
Surveyors  
Planners

95 Golf Course Rd.  
Suite 101  
Layton, UT 84040  
408.713.0099

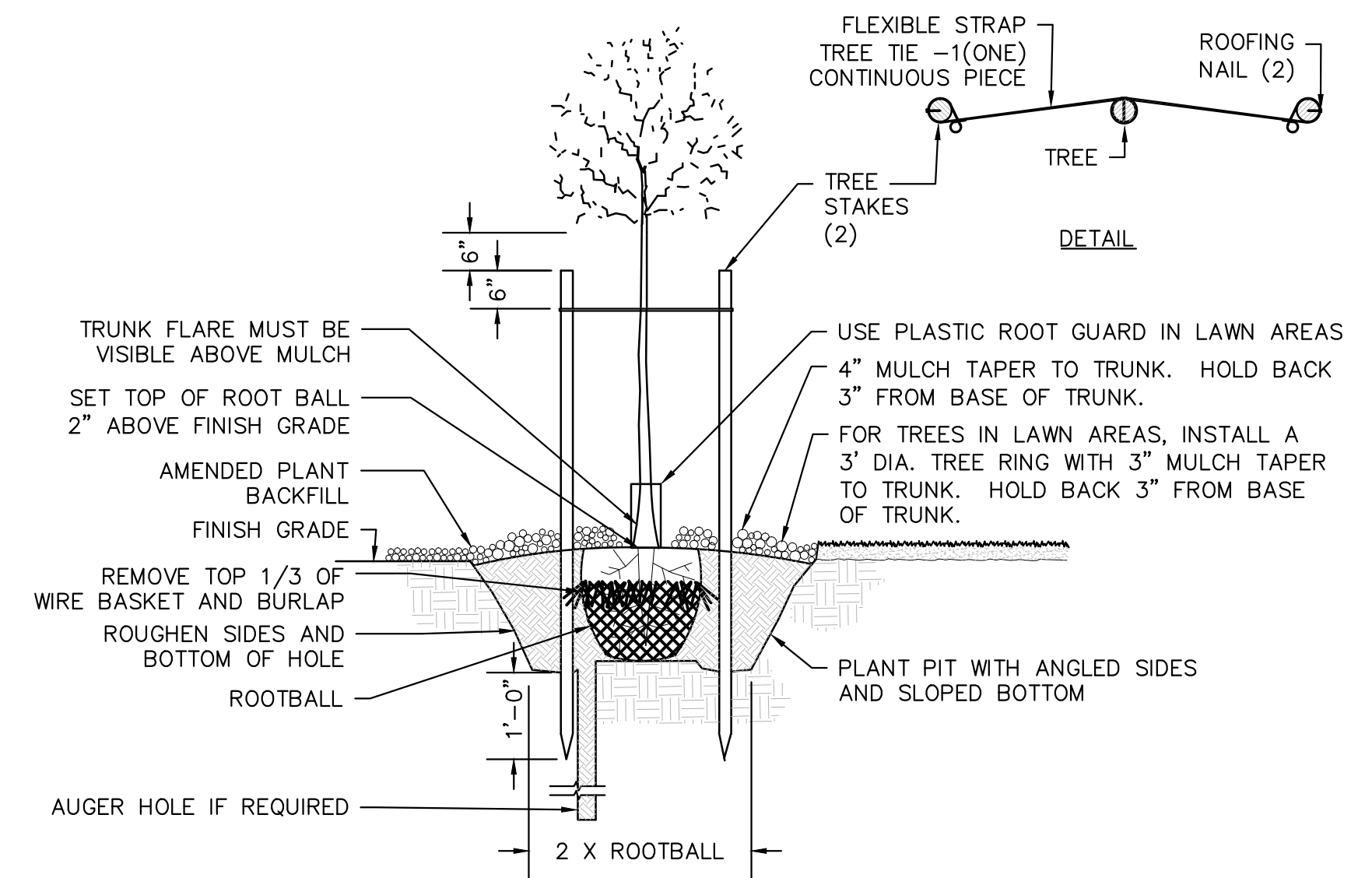
DATE: 6 SEPTEMBER 2017  
SCALE: NTS  
DESIGNER: S. EARL  
CHECKED BY: L. ANDERSON  
APPROVED BY: S. EARL  
PROJECT NUMBER: 842-1601  
SHEET: C-5.1





**A** TREE PLANTING PLAN  
SCALE: 1" = 40'

PLANT SCHEDULE					
TREES	BOTANICAL NAME	COMMON NAME	CONT	QTY	REMARKS
	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	B&B, 2" CAL	38	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
	PRUNUS SUBHIRTELLA	HIGAN CHERRY	B&B, 2" CAL	12	BALANCED BRANCHING, SEE DETAIL A, THIS SHEET
GROUND COVERS	BOTANICAL NAME	COMMON NAME		QTY	REMARKS
	SOD - LOCAL DROUGHT TOLERANT FESCUE BLEND			17,546 SF	



**A** TREE PLANTING AND STAKING DETAIL  
1" = 1'-0"

**PLANTING GENERAL NOTES**

1. ALL PLANT MATERIALS SHALL MEET OR EXCEED SIZE IN SCHEDULES. LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REFUSE PLANT MATERIALS WHICH DO NOT MEET THE QUALITY AS DEFINED IN ANSI Z.60 AMERICAN STANDARDS FOR NURSERY STOCK.
2. AMENDED PLANT BACKFILL MATERIAL SHALL BE A MIXTURE OF THREE (3) PARTS TOPSOIL TO ONE (1) PART PEAT MOSS AND SHALL BE MIXED ON-SITE.
3. ALL PLANTINGS SHALL RECEIVE TWENTY-ONE (21) GRAM TABLETS OF "AGRIFORM" PLANT FERTILIZER (OR APPROVED EQUAL) TO BE PLACED AS SHOWN IN DETAILS AND PER MANUFACTURERS RECOMMENDATIONS.
4. TREES PLANTED ADJACENT TO PUBLIC ROADS AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED TO SEVEN (7) FEET HEIGHT CLEARANCE ABOVE PAVEMENT.

PLOTTED August 18, 2017 By Nelson Chapman FILE 2: 2016 PROJECTS\842-1203 SUNRISE MEADOWS PHASE 8 - HIBBLEY MOUND LANDSCAPE PLANTING



**TREE PLANTING PLAN**

**SUNRISE MEADOWS PHASE 8**  
 2400 South 1000 West  
 Nibley, Utah

**CL**  
 Cache • Landmark  
 Engineers  
 Surveyors  
 Planners  
 95 Golf Course Rd.  
 Suite 101  
 Logan, UT 84321  
 435.713.0099

DATE: 17 AUGUST 2017  
 SCALE: 1" = 40'  
 DESIGN BY: J. MAUGHAN  
 CHECKED BY: K. KVARFORDT  
 APPROVED BY: K. KVARFORDT  
 PROJECT NUMBER: 842-1203  
 SHEET:

**L100**