



# HIGHLAND PLANNING COMMISSION AGENDA

TUESDAY, DECEMBER 10, 2024

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

## VIRTUAL PARTICIPATION

YouTube Live: <http://bit.ly/HC-youtube>

Email comments prior to meeting: [planningcommission@highlandcity.org](mailto:planningcommission@highlandcity.org)

## 7:00 PM REGULAR SESSION

Call to Order: Audrey Moore

Invocation: Claude Jones

Pledge of Allegiance: Christopher Howden

### 1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

### 2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion.

Items on the consent agenda may be pulled for separate consideration.

- a. **Approval of Meeting Minutes - October 22, 2024** *General City Management*  
*Heather White, Deputy City Recorder*

### 3. ACTION ITEMS

- a. **ACTION: Public Hearing - Vista Ridge Subdivision Preliminary Plat Land Use (Administrative)**  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*

The Planning Commission will conduct a public hearing and consider granting preliminary plat approval for a two-lot subdivision known as Vista Ridge.

- b. **PUBLIC HEARING/ORDINANCE: Text Amendment - Town Center Commercial Setbacks Development Code Update (Legislative)**  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*

The Planning Commission will consider a request from Highland Town Plaza, LP/WPI to amend the maximum setback requirement of the Town Center Commercial Retail District to allow for a pickup/drive thru lane along Town Center Blvd for lot 3 of the Town Center development.

- c. **PUBLIC HEARING/ORDINANCE: Text Amendment - Lot Combination Zoning Standards Development Code Update (Legislative)**  
*Rob Patterson, City Attorney/Planning & Zoning Administrator*

The Planning Commission will consider a request from staff to amend the City's lot combination code to allow the City to treat approved combinations of property as a single property for zoning purposes.

#### **4. COMMUNICATION ITEMS**

Communication items are informational only. No final action will be taken.

**a. 2025 Meeting Schedule**

**b. Resident Survey Update and General Plan Workshop Jan 28, 2025**

#### **ADJOURNMENT**

In accordance with Americans with Disabilities Act, Highland City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at (801) 772-4505 at least three days in advance of the meeting.

#### **ELECTRONIC PARTICIPATION**

Members of the Planning Commission may participate electronically during this meeting.

#### **CERTIFICATE OF POSTING**

I, Rob Patterson, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (<http://pmn.utah.gov>), and on Highland City's website ([www.hIGHLANDCITY.ORG](http://www.hIGHLANDCITY.ORG)).

Please note the order of agenda items are subject to change in order to accommodate the needs of the Planning Commission, staff and the public.

Posted and dated this agenda on the 5th day of December, 2024

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL PLANNING COMMISSION MEETINGS.**



# HIGHLAND PLANNING COMMISSION MINUTES

## TUESDAY, October 22, 2024

Highland City Council Chambers, 5400 West Civic Center Drive, Highland Utah 84003

**Awaiting Formal Approval**

### VIRTUAL PARTICIPATION

YouTube Live: <http://bit.ly/HC-youtube>

Email comments prior to meeting: [planningcommission@highlandcity.org](mailto:planningcommission@highlandcity.org)

### 7:00 PM REGULAR SESSION

Call to Order: Chair Audrey Moore

Invocation: Commissioner Audrey Moore

Pledge of Allegiance: Commissioner Trent Thayn

The meeting was called to order by Commissioner Audrey Moore as a regular session at 7:00 pm. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting. The prayer was offered by Commissioner Moore and those in attendance were led in the Pledge of Allegiance by Commissioner Thayn.

**PRESIDING:** Commissioner Audrey Moore

### COMMISSIONERS

**PRESENT:** Tracy Hill, Christopher Howden, Trent Thayn, Wesley Warren, Sherry Kramer

**CITY STAFF PRESENT:** Assistant City Administrator/Community Development Director Jay Baughman, City Attorney/Planning & Zoning Coordinator Rob Patterson, Deputy Recorder Heather White

**OTHERS PRESENT:** Jon Hart, Scott Smith

## 1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

None was offered.

## 2. CONSENT ITEMS

Items on the consent agenda are of a routine nature. They are intended to be acted upon in one motion. Items on the consent agenda may be pulled for separate consideration.

a. **Approval of Meeting Minutes** *General City Management  
Heather White, City Deputy Recorder*  
September 24, 2024, Planning Commission meeting minutes

*Commissioner Thayn moved to approve the September 24, 2024 meeting minutes. Commissioner Hill seconded the motion. All present were in favor. The motion carried unanimously.*

### 3. ACTION ITEMS

a. **PUBLIC HEARING/ORDINANCE: – PH – Planned Development Commercial Amendment**  
*Development Code Update (Legislative)  
Rob Patterson, City Attorney/Planning & Zoning Administrator*  
The Planning Commission will hold a public hearing to consider amending the City's Planned Development zone requirements to remove the requirement to include commercial uses within a PD.

Mr. Patterson discussed moderate-income housing strategies previously adopted by the city council pertaining to ADUs (accessory dwelling units), senior housing, and higher density or moderate-income residential development in commercial or mixed-use zones near commercial centers. He explained that the proposed amendments would allow residential-only PDs (planned developments) with mixed housing types (moderate income, single family, multi family, and senior housing). He said the proposed amendment would remove the commercial requirement in new PDs. The Commissioners discussed locations throughout the city that might be affected, and they reviewed the proposed changes. Mr. Patterson talked about possible repercussions by the state if the city did not comply with the approved moderate-income housing strategies. He explained that the changes would allow developers to apply for PDs with mixed residential-only housing units, commercial-only, or a mix of commercial and residential uses. He explained that the city would still have control over where PDs were approved and that they could still require commercial uses in certain areas. The commissioners discussed whether a commercial-only PD was wanted in Highland. Mr. Patterson thought the changes allowed developers to propose more while allowing the city to decide what was right specific locations.

Commissioner Moore opened the public hearing at 7:33 PM and asked for public comment.

Resident and Council Member Scott Smith said he was very opposed to removing the commercial requirement in PD zones. He said the city received most of its revenue for the general fund from sales tax. He did not like the state mandate for moderate-income housing because he thought there was never going to be affordable housing in Highland. He said more sales tax was needed for the city. If not, residents would have to raise property taxes to cover city services. He said Highland citizens needed to think of how to finance the community without raising taxes. Commissioner Thayn wondered what could be done instead of approving the proposed amendment. Council Member Smith thought commercial did not need to be removed from PD zones in order to meet state mandate. He voiced concern that developers would not consider commercial uses over residential uses unless it was required. He thought the city would lose commercial opportunities from areas where it was already approved.

The Commissioners discussed the need for affordable housing in the city, specifically through ADUs. Most agreed that it was important to keep the commercial requirement in the code. They agreed that PDs were expected to have a commercial aspect as part of the development and thought that justification was needed if commercial was not included. They considered adding this language to the General Plan. Commissioner Howden thought a change to the General Plan was significant and suggested submitting the question to residents. He talked about some residents who did not want commercial uses in Highland. Commissioner Thayn agreed and said he also had

talked with residents who did not want commercial in the city. Commissioner Howden did not agree with adding the statement to the General Plan until the question was proposed to residents. Mr. Patterson explained that the proposed changes did not include a change to the General Plan.

The public hearing was closed at 7:58 PM.

*Commissioner Warren MOVED that the Planning Commission recommend approval of the proposed amendments to Chapter 3, Article 5 of the Highland Development Code with modifying the language in the code to read that commercial be an expectation of all PDs and that a developer must justify the exclusion of the commercial aspect of the PD.*

*Commissioner Moore SECONDED the motion.*

*The vote was recorded as follows:*

Commissioner Jerry Abbott	Absent
Commissioner Tracy Hill	Yes
Commissioner Christopher Howden	Yes
Commissioner Claude Jones	Absent
Commissioner Debra Maughan	Absent
Commissioner Audrey Moore	Yes
Commissioner Trent Thayn	Yes
Commissioner Alternate Sherry Kramer	Yes
Commissioner Alternate Wesley Warren	Yes

*The motion carried 6:0*

#### **4. COMMUNICATION ITEMS**

Communication items are informational only. No final action will be taken.

Mr. Patterson mentioned that the Commissioners were invited to attend training at the Alpine City Planning Commission meeting on November 19.

#### **ADJOURNMENT**

*Commissioner Howden MOVED to adjourn the meeting. Commissioner Thayn SECONDED the motion. All were in favor. The motion carried.*

The meeting ended at 8:01 pm.

I, Heather White, Deputy Recorder, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on October 22, 2024. The document constitutes the official minutes for the Highland City Planning Commission Meeting.



# PLANNING COMMISSION AGENDA REPORT ITEM #3a

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**DATE:** December 10, 2024  
**TO:** Planning Commission  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SUBJECT:** Public Hearing - Vista Ridge Subdivision Preliminary Plat  
**TYPE:** Land Use (Administrative)

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## **PURPOSE:**

The Planning Commission will conduct a public hearing and consider granting preliminary plat approval for a two-lot subdivision known as Vista Ridge.

## **STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission conduct a public hearing and APPROVE the preliminary plat for Vista Ridge subject to five stipulations:

1. Fire access turnaround be provided subject to the approval of the fire marshal
2. Dedication dimensions for 9600 North to be updated and enlarged so as to meet the City's 66-foot, two lane minor collector ROW standard
3. Delineations and dedications for setbacks and public/municipal easements to be correctly shown on plat per City standards and R-1-20 setbacks on final plat
4. Final plat approval to be conditioned on payment of remaining impact fees for the existing home
5. Final plat and subdivision improvement plans to conform to the requirements of Highland City Development Code and the recorded Annexation Agreement.

## **PRIOR REVIEW:**

No prior review of this subdivision.

## **BACKGROUND & SUMMARY OF REQUEST:**

This property was recently annexed into Highland City as R-1-20. Annexation of the property was approved subject to an annexation agreement that required the property owner to do several things, including dedicate property for and improve 9600 N along the frontage of the subdivision, dedicate property for and improve the City's parcel to the east as a half road, dedicate PI water shares for the property, and connect the existing home to the City utility systems and pay all associated impact fees. The applicant desires to subdivide the property into two lots in accordance with the R-1-20 zoning standards and the annexation agreement.

This preliminary plat must be reviewed and approved by the Planning Commission because the applicant must construct a road. Anytime a road is required, even for a two-lot subdivision, the subdivision is considered a "major subdivision" that requires preliminary plat approval by the

Commission.

## **STAFF REVIEW & PROPOSED FINDINGS:**

### *Plat Review*

- The preliminary plat conforms to City standards
- The preliminary plat conforms to the annexation agreement. The applicant has paid for parks, police, fire, roads, and City sewer impact fees for the existing home. There remain some items to be completed per the annexation agreement, but staff believes that these are items that are best or most conveniently resolved at a later stage of development. These items are:
  1. Existing home: TSSD sewer impact fee due upon final plat approval
  2. Existing home: City pressurized irrigation fee due upon final plat approval
  3. New lot: all impact fees due at time of building permit
  4. Subdivision: pressurized irrigation water dedication due upon final plat approval
  5. Subdivision: dedicate property for and construct road and right of way improvements for 9600 N and 7000 W (City parcel, half street improvements), as part of final plat approval and recordation

### *Zoning and Density*

- Per the annexation ordinance and agreement, the property is zoned R-1-20, which permits any number of lots with minimum sizes of 20,000 square feet. Both of the proposed lots meet the minimum size requirement, as one is 20,000 square feet and the other is 27,061 square feet
- Each lot has at least 115 feet of frontage on a public road, as required under the R-1-20 zone

### *Sensitive Lands*

- The property does not contain sensitive lands

### *Easements and Dedications*

- Property will be dedicated for 9600 North (66 foot 2 lane minor collector) and the new 7000 West (56 foot local road) in accordance with City standards. The preliminary plat inaccurately shows a 56' ROW dedication on the north side of the property, though the civil plans associated with the development are correct. This is an issue that can easily be resolved at final plat approval.
- There are no other easements or dedications other than standard utility easements. Setbacks and public/municipal utility easement dedications are not entirely correct on the preliminary plat, but this is an issue that can easily be resolved at final plat approval.

### *Access and Circulation*

- Road and utility access will be from 9600 North down into a new, half-street to be called 7000 West.
- All roads and right-of-way will meet City standards as to size and construction requirements.
- The fire marshal is requiring that a fire apparatus turnaround be provided. The developer has several options to provide the turnaround, including a temporary cul-de-sac or providing a hammerhead turnaround. The developer has not determined which option will best suit the development. Accordingly, staff recommends that a condition of approval of the plat be that the developer provides an appropriate turnaround, as approved by the fire marshal, in order to obtain

final plat approval.

#### *Utilities and Water*

- Developer will extend existing Highland City mains within 9600 North to the lots
- Developer will need to dedicate pressurized irrigation water in connection with final plat approval
- Lehi Irrigation ditch/structure will be abandoned and removed, per the annexation agreement and Lehi Irrigation Company's approval.

#### *Notice*

- Notice of the hearing on the preliminary plat was published and mailed to affected entities and adjacent property owners on November 27, 2024. No comments have been received as of the writing of this report.

Based on staff's review, staff recommends approval of the preliminary plat, with the following stipulations:

1. Fire access turnaround be provided subject to the approval of the fire marshal
2. Dedication dimensions for 9600 North to be updated and enlarged so as to meet the City's 66-foot, two lane minor collector ROW standard on final plat
3. Delineations and dedications for setbacks and public/municipal easements to be correctly shown on plat per City standards and R-1-20 setbacks on final plat
4. Final plat approval to be conditioned on payment of remaining impact fees for the existing home
5. Final plat and subdivision improvement plans to conform to the requirements of Highland City Development Code and the recorded Annexation Agreement.

#### **PROPOSED FINDINGS**

With the proposed stipulations, Staff believes that the preliminary plat meets the following findings

1. The plat conforms to the density, size, frontage, and location requirements of the R-1-20 zone
2. The plat conforms to City subdivision development standards
3. The plat conforms to the requirements of the annexation agreement, including:
  1. Developer will dedicate property for and improve 9600 N along the subdivision frontage according to the City's 66' two-lane collector standard
  2. Developer will dedicate property for and construct a half road, with 20' of asphalt, on the City parcel to the east of the property
  3. Developer will extend the sidewalk on their property, beyond the half road on the City property, to align with a future cul-de-sac
  4. Developer will connect the existing home and the new, future lot to City utilities, pay all relevant impact fees, and dedicate water shares
  5. Developer will satisfy the remaining requirements of the annexation agreement at or prior to final plat approval and recordation.

#### **MOTION:**

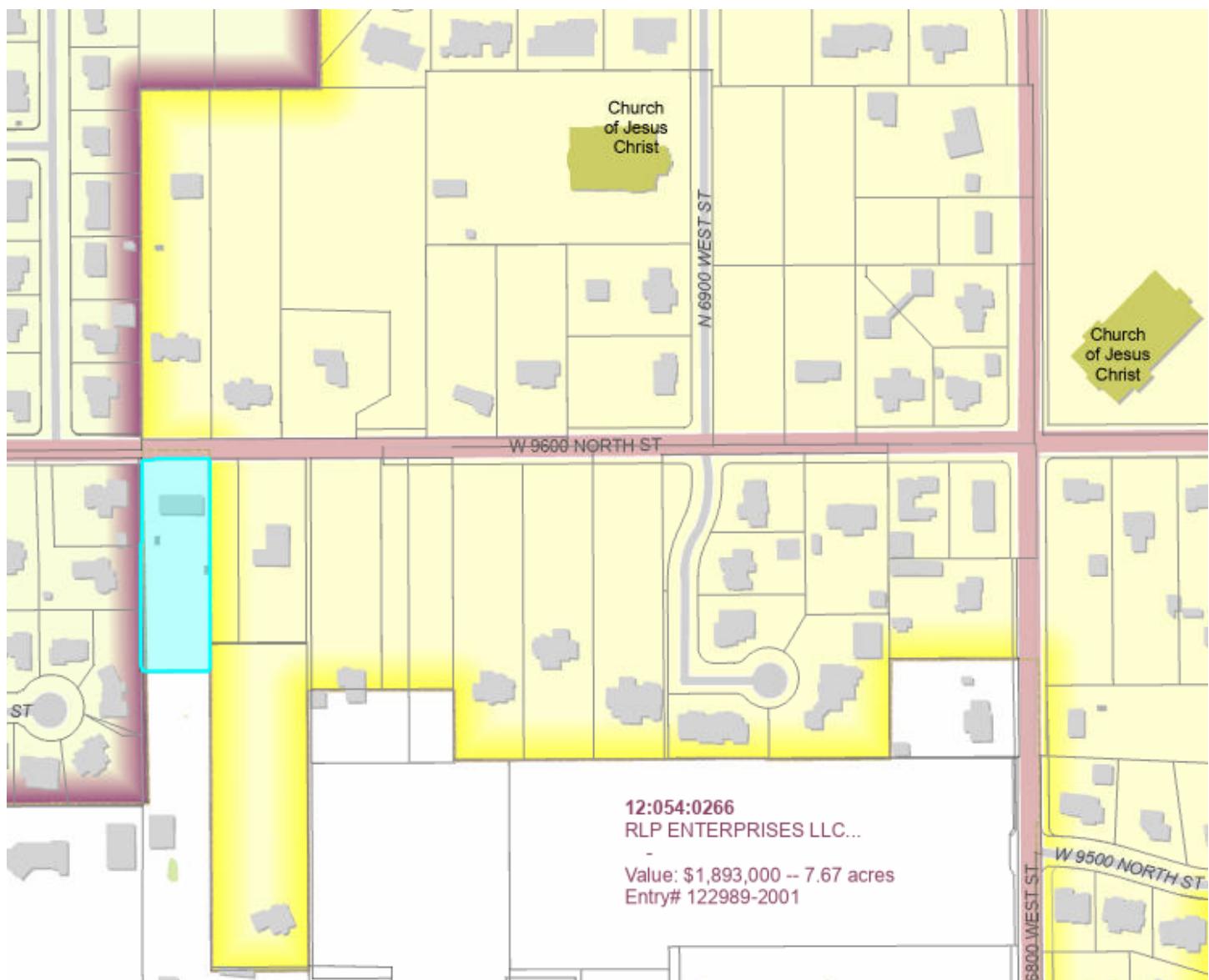
I move that the Planning Commission ACCEPT the findings and APPROVE the Vista Ridge Subdivision Preliminary Plat subject to the five stipulations recommended by staff.

**ATTACHMENTS:**

1. Vicinity Map
2. Narrative For Subdivision
3. Preliminary Plat
4. Preliminary Subdivision Improvement Plans
5. Annexation Agreement - Smith - Recorded

## Vicinity Map – 7015 W 9600 N

### Proposed Vista Ridge Subdivision



To whom it may concern,

Shalynn Larson proposes a minor subdivision of 7015 N 9600 W in Highland City, transforming it into two distinct residential parcels, each measuring at least 20,000 square feet. This subdivision will fully comply with the R-1-20 zoning requirements, ensuring that both lots meet the minimum size and setback standards, while also aligning with all stipulations set forth during the annexation from Utah County into Highland City. With adequate street frontage and existing utility connections, the new lots will promote responsible development in the area.

Thank you,  
Shalynn Larson

# VISTA RIDGE SUBDIVISION PLAT

LOCATED IN THE NORTHWEST QUARTER, SECTION 10,  
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,  
HIGHLAND CITY, UTAH COUNTY, UTAH

DECEMBER 2024

## SURVEYOR'S CERTIFICATE

I, Willis D. Long, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 10708886 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS RECORD OF SURVEY PLAT IN ACCORDANCE WITH SECTION 17-23-20 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS RECORD OF SURVEY PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS 2ND DAY OF DECEMBER, 2024.

## NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A TWO LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY HUNT DAY CO. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS NORTH 89°52'22" EAST, UTAH COUNTY, UTAH, NAD 83 STATE PLANE GRID BEARING.

## BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY UTAH. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

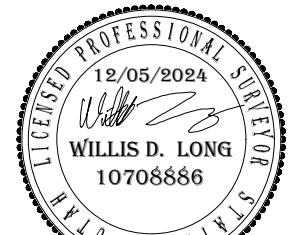
BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 1500 NORTH STREET, SAID POINT BEING NORTH 89°52'22" EAST 1131.41 FEET AND SOUTH 00°07'38" EAST 17.01 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 10 AND RUNNING THENCE;

SOUTH 00°07'38" EAST 391.53 FEET ALONG AN EXISTING FENCE LINE, MORE OR LESS, TO A POINT LOCATED ON THE NORTHERLY LINE AS DESCRIBED BY CERTAIN AFFIDAVIT OF CORRECTION, RECORDED ON SEPTEMBER 18, 2019 AS ENTRY NO. 92459-2019 OF OFFICIAL RECORDS; THENCE SOUTH 89°52'22" WEST 127.82 FEET ALONG SAID AFFIDAVIT OF CORRECTION TO A POINT ON AN EXISTING FENCE LINE RUNNING NORTH AND SOUTH; THENCE ALONG SAID FENCE LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 00°15'04" WEST 112.53 FEET;
2. NORTH 00°38'30" EAST 126.08 FEET;
3. NORTH 00°24'54" EAST 153.21 FEET TO A POINT ON THE SOUTHERLY LINE OF 1500 NORTH STREET;

THENCE EAST 124.92 FEET ALONG SAID SOUTHERLY LINE OF 1500 NORTH STREET TO THE POINT OF BEGINNING.

CONTAINING 49,668 SQUARE FEET OR 1.140 ACRES, MORE OR LESS.



Willis D. Long, PLS No. 10708886

## OWNER'S DEDICATION

I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

## VISTA RIDGE SUBDIVISION PLAT

AND HEREBY DEDICATE, GRANT AND CONVEY TO HIGHLAND CITY, UTAH COUNTY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHEREVER IS APPLICABLE AS MAY BE AUTHORIZED BY GOVERNING AUTHORITY, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_. 2024.

BY: \_\_\_\_\_

## ACKNOWLEDGEMENT

State of Utah \_\_\_\_\_  
County of \_\_\_\_\_  
\$ \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_. in the year 20\_\_\_\_, before me, \_\_\_\_\_ a notary date month year notary public name public, personally appeared \_\_\_\_\_, proved on the basis of satisfactory name of document signer evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.  
Witness my hand and official seal.

STAMP

NOTARY PUBLIC

S1  
1

VISTA RIDGE SUBDIVISION PLAT  
LOCATED IN THE NORTHWEST QUARTER, SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HIGHLAND CITY, UTAH COUNTY, UTAH

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CITY - COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
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# HIGHLAND, UT

## VISTA RIDGE SUBDIVISION

CIVIL CONSTRUCTION SET - DECEMBER 2024

### SHEET INDEX

- C0.00 COVER SHEET
- C0.10 GENERAL NOTES, LEGEND & ABBREV.
- C0.20 SITE DEMOLITION PLAN
- C1.00 PROPOSED SITE PLAN
- C2.00 SITE GRADING PLAN
- C2.01 DRAINAGE CALCS
- C3.00 SITE UTILITY PLAN
- C3.90 CITY DETAILS
- C3.91 CITY DETAILS
- C4.00 PLAN & PROFILE
- C5.00 EROSION CONTROL PLAN
- C5.90 EROSION CONTROL DETAILS

### DEVELOPMENT SUMMARY

LOCATION: HIGHLAND, UTAH COUNTY  
ZONING: R1-20, RESIDENTIAL  
INTENDED USE: SINGLE-FAMILY  
PROPERTY SIZE: 47,571 SF / 1.09 ACRES

### SITE DATA

AFFECTED PARCEL NO.:  
12-054-0025, 12-054-0069

FLOOD INFORMATION:  
FLOOD ZONE DESIGN UNSHADED ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. REFERENCE F.E.M.A FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 49049C0162F, DATED 06/19/2020.

BENCHMARK INFORMATION:  
FOUND 3" FLAT BRASS MONUMENT. ELEV = 4758.49'  
VERTICAL DATUM: NAVD88

AS-SURVEYED DESCRIPTION:  
BEGINNING AT A POINT NORTH 89°52'22" EAST, A DISTANCE OF 1131.41 FEET AND SOUTH 00°07'38" EAST, A DISTANCE OF 17.01 FEET FROM THE NORTHWEST CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, S.L.B.&M., SAID POINT ALSO HAVING THE BASIS OF BEARING NORTH 89°52'22" EAST 2659.23 FEET, BETWEEN THE SAID NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE SOUTH 00°07'38" EAST, A DISTANCE OF 391.53 FEET; THENCE SOUTH 89°52'22" WEST, A DISTANCE OF 119.75 FEET; THENCE NORTH 00°48'00" WEST, A DISTANCE OF 391.83 FEET; THENCE EAST, A DISTANCE OF 124.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,803 SQUARE FEET OR 1.097 ACRES, MORE OR LESS.

### PROJECT TEAM

DEVELOPER:  
DRY CREEK LAND DEVELOPMENT  
ATTN: MARK HAMPTON  
5301 S GREEN ST  
SALT LAKE CITY, UTAH 84106

SURVEYOR:  
LAYTON SURVEYS  
ATTN: WILLIS D. LONG  
1857 N 1000 W STE. 1  
CLEARFIELD, UT 84015  
PH: (801) 663-1641

CIVIL ENGINEER (PROJECT CONTACT):  
HUNT DAY  
ATTN: THOMAS HUNT, PE  
3445 ANTELOPE DRIVE  
SYRACUSE, UT 84075  
PH: (801) 664-4724

### AGENCY / UTILITY CONTACTS

COMMUNITY DEVELOPMENT:  
5400 W CIVIC CENTER DRIVE  
HIGHLAND, UT 84003  
PHONE: (801) 772-4506

ENGINEERING:  
5400 W CIVIC CENTER DRIVE  
HIGHLAND, UT 84003  
PHONE: (801) 772-4508

PUBLIC WORKS:  
5400 W CIVIC CENTER DRIVE  
HIGHLAND, UT 84003  
PHONE: (801) 772-4515

FIRE DEPARTMENT:  
LONE PEAK FIRE DISTRICT  
5582 PKWY W DRIVE  
HIGHLAND, UT 84003  
PHONE: (801) 763-5365

GAS COMPANY:  
DOMINION ENERGY  
PHONE: (800) 323-5517

POWER COMPANY:  
ROCKY MOUNTAIN POWER  
PHONE: (888) 225-2611

### NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

PROJECT TITLE  
**VISTA RIDGE SUBD**  
**7015 W 9600 N**  
HIGHLAND, UT  
LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, SL BASE AND MERIDIAN

REVISIONS	REV.	DATE	CITY COMMENTS	INITIAL SUBMITTAL	RH	RH	DESCRIPTION	BY
	1	12/04/2024						
	0	09/24/2024						



VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
0 ████ 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

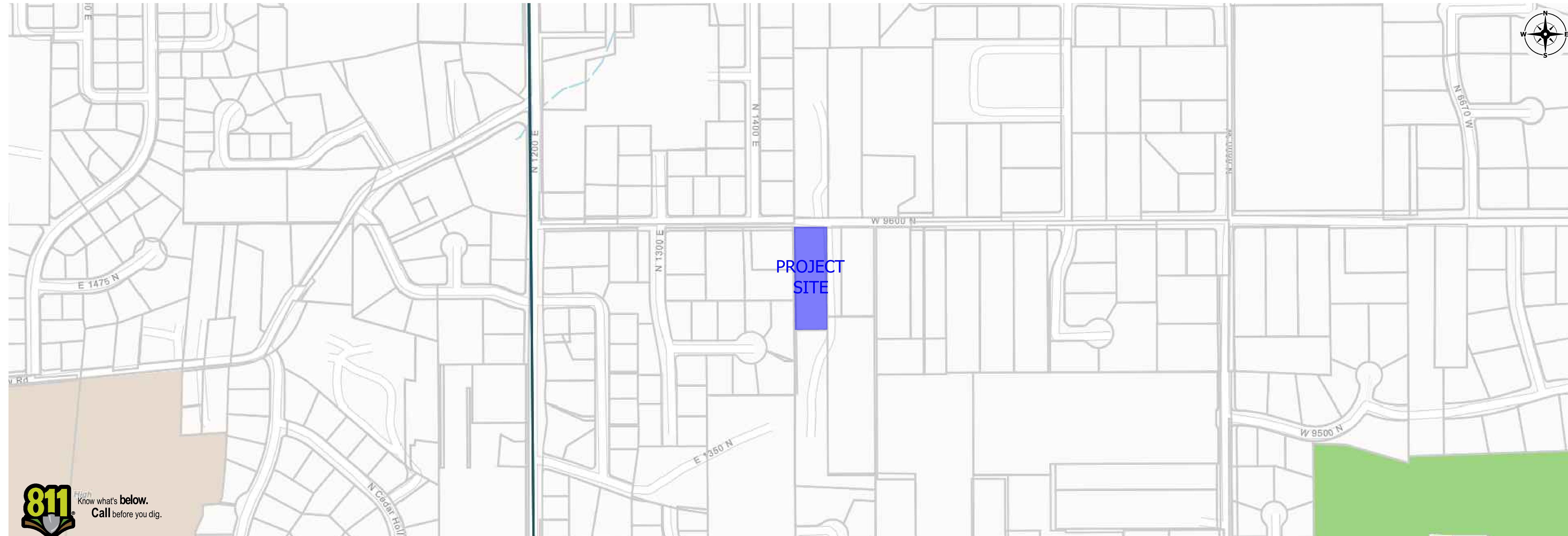
Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09 / 24 / 2024  
Proj. No.: 168 - 01

SHEET TITLE

COVER SHEET

SHEET NO.

C0.00



3445 Antelope Drive, St 200  
Syracuse, UT 84075  
PH: 801.664.4724  
EM: Thomas@HuntDay.co



**HUNT • DAY**  
3445 Antelope Drive, St 200  
Syracuse, UT 84075  
PH: 601.664.4724  
EM: Thomas@HuntDay.co

# VISTA RIDGE SUBD

7015 W 9600 N  
HIGHLAND, UT

LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, SL BASE AND MERIDIAN

## General Notes

**1.0 COMPLIANCE**

- 1.1 ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY'S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
- 1.2 ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLLOWING:
  - INTERNATIONAL BUILDING CODES (IBC)
  - INTERNATIONAL PLUMBING CODES
  - STATE DRINKING WATER REGULATIONS
  - APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS
  - ADA ACCESSIBILITY GUIDELINES.
- 1.3 ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.

**2.0 PERMITTING AND INSPECTIONS**

- 2.1 PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 2.2 CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- 2.3 ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.

**3.0 COORDINATION AND VERIFICATION**

- 3.1 ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
- 3.2 CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
- 3.3 CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:
  - LANDSCAPE PLANS
  - SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)
  - FIRE PROTECTION
  - ARCHITECTURAL SITE PLANS
  - ACCESSIBLE ROUTES
  - ETC.
- 3.4 CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.

**4.0 SAFETY AND PROTECTION**

- 4.1 CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.
- 4.2 CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
- 4.3 CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS AND PUBLIC.
- 4.4 CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
- 4.5 CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.
- 4.6 IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- 4.7 CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICAADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
- 4.8 CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
- 4.9 CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
- 4.10 CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
- 4.11 WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- 4.12 CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
- 4.13 NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
- 4.14 THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.

**5.0 MATERIALS**

- 5.1 SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4" MAXIMUM SLUMP WITH 5 + OR -1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:
  - SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.
  - CONCRETE WATERWAYS, CURBWAYS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.
  - UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8" TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.
  - UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (90%) SUBGRADE.
  - ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN."
  - ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.
- 5.2 ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3" OVER 6" OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.
- ASPHALT COMPACTION SHALL BE A MINIMUM 96%.
- SURFACE COARSE SHALL BE 1/2" MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.
- AC PAVEMENT TO BE A 1/4" ABOVE LIP OF ALL GUTTER AFTER COMPACTION.
- THICKNESS OVER 3" WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4" MINUS DESIGN.

## 6.0 GRADING & SOILS

- 6.1 SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS.
- 6.2 THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
- 6.3 CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
- 6.4 SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- 6.5 ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.

## 7.0 UTILITIES

- 7.1 THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
- 7.2 CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NOT ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- 7.3 CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
- 7.4 CONTRACTOR TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSUMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
- 7.5 CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
- 7.6 SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
- 7.7 STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
- 7.8 ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
- 7.9 ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
- 7.10 NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
- 7.11 ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.

## 8.0 SURVEY CONTROL

- 8.1 CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.
- 8.2 THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
- 8.3 CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

## 9.0 AMERICAN DISABILITIES ACT

- 9.1 PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:
  - ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.
  - ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.
  - RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.
- 9.2 ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
- 9.3 THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.

## 10.0 EROSION CONTROL

- 10.1 THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.
- 10.2 CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.
- 10.3 WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT "OPEN" FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.
- 10.4 THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.
- 10.5 ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION.

## 11.0 MAINTENANCE

- 11.1 ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.
- 11.2 THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.
- 11.3 SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.
- 11.4 SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.
  - SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED
  - TRACKING STRAW PERPENDICULAR TO SLOPES
  - INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET
- 11.5 ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
  - EXIRRIGATION
  - EXLD
  - EXSECW
  - EXXIR
  - IRRG
  - LD
  - SECW
  - XIR

## Linetypes

- PROPERTY LINE
- ROW
- R
- B
- BASIS OF BEARING
- CENTERLINE
- ADJACENT LOT LINE
- EASEMENT
- SETBACK
- CHAINLINK FENCE
- WOODEN FENCE
- VINYL FENCE
- RAILROAD
- 4355
- 4355
- 4355
- 4355
- UNK
- EX OHP
- EX UGP
- OHP
- EX GAS
- GAS
- EX CATV
- CATV
- EX COMM
- COMM
- EX FO
- FIBER
- EX TRAF
- TRAF
- EX TELE
- TELE
- EX W
- EX x' W
- W
- x' W
- FIRE
- x' FIRE
- EX SS
- EX FM
- EX x' SS
- SS
- FM
- x' SS
- EX SD
- EX x' SD
- SD
- RD
- x' SD
- x' RD
- EX IRRG
- EX LD
- EX SECW
- EX x' IR
- IRRG
- LD
- SECW
- x' IR

- BFE
- PROPERTY LINE ABUTTING ROW
- BOS
- BOW
- BP
- C&G
- CB
- CF
- CFS
- FF
- FFE
- FG
- FH
- FL
- GB
- INV
- LF
- NG
- PC
- PP
- PRC
- PT
- PUE
- QTY
- RCP
- RIM
- ROW
- SD
- SS
- TBC
- TOA
- TOC
- TOFF
- TOS
- TOW
- TSW
- W
- WM

## Hatching

- PROPOSED BUILDING
- EXISTING BUILDING
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- EXISTING CONCRETE PAVEMENT
- EXISTING ASPHALT PAVEMENT

## Abbreviations

- SIGN
- STREET LIGHT
- LIGHT
- SD MH, INLET, AND COMBO BOX
- SEWER MANHOLE
- CLEAN-OUT
- VALVE, TEE, & BEND
- WATER BLOW-OFF
- WATER METER
- FIRE HYDRANT
- POWER POLE
- ELECTRICAL BOX
- TRAFFIC BOX
- TELEPHONE MANHOLE
- IRRIGATION VALVE
- PROP STREET MONUMENT
- EX STREET MONUMENT
- SECTION CORNER
- SURVEYOR MONUMENT
- o XXXX.XX
- SPOT ELEVATION

NOTE: DUPLICATE SYMBOLS USE SOLID FILL TO INDICATE EXISTING OR PROPOSED.

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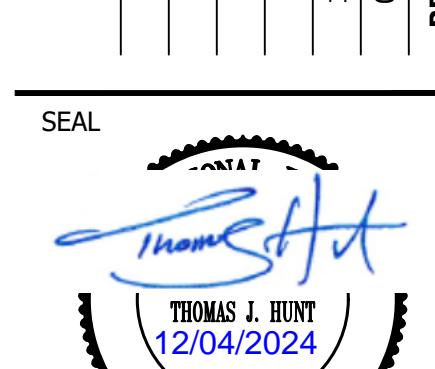
## Symbols

- SIGN
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- SPOT ELEVATION

PROJECT TITLE

REVISIONS

SEAL



VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.  
Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09/24/2024  
Proj. No.: 168 - 01

SHEET TITLE

C002

SHEET NO.</p



HUNT · DAY  
3445 Antelope Drive, St 200  
Syracuse, UT 84075  
PH: 801.664.4724  
EM: Thomas@HuntDay.co

## VISTA RIDGE SUBD

7015 W 9600 N  
HIGHLAND, UT

LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, S.L.B. AND MERIDIAN

PROJECT TITLE

REVISIONS

SEAL



### VERIFY SCALES

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0 █ 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

### PROJECT INFO.

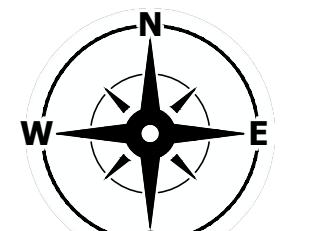
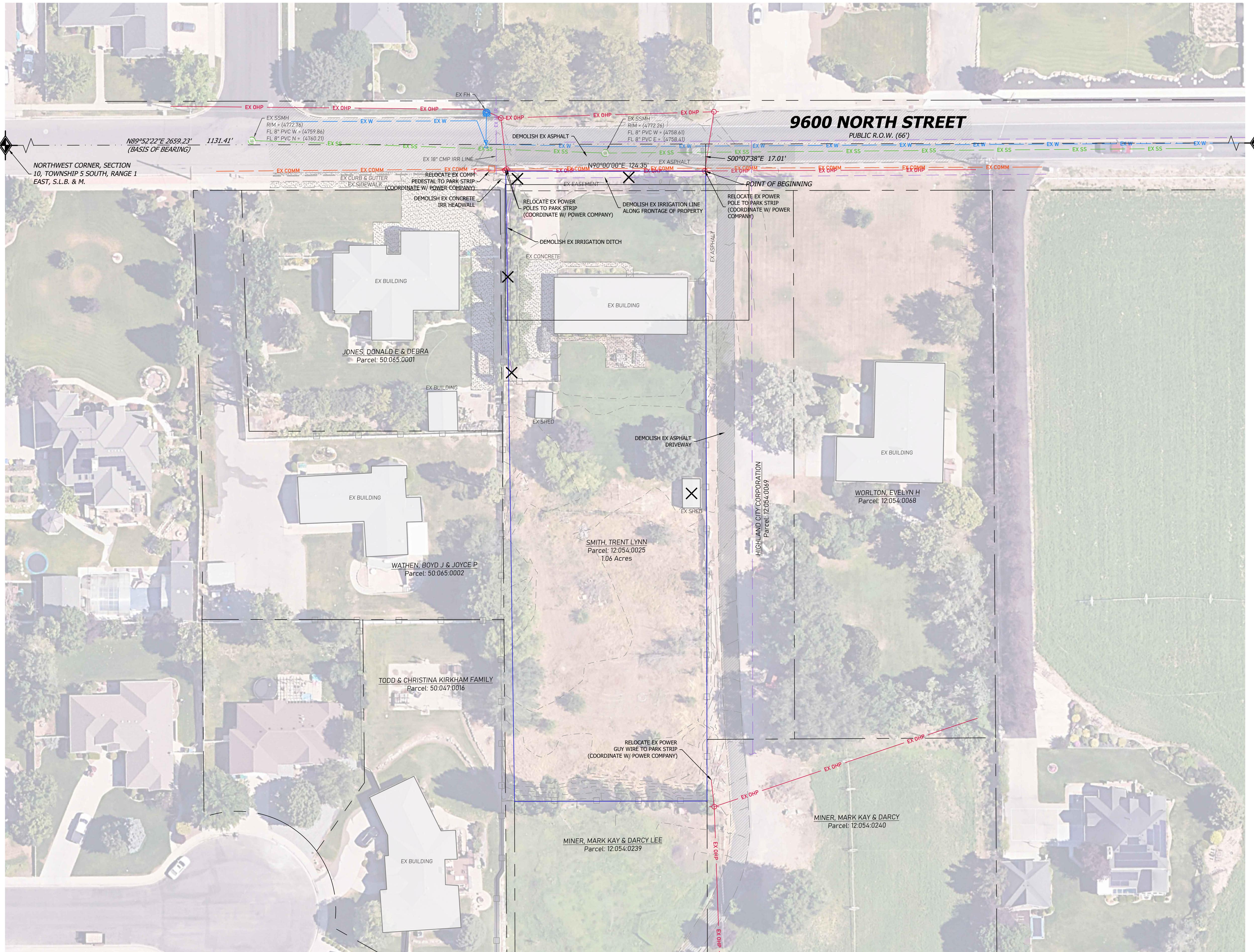
Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09/24/2024  
Proj. No.: 168 - 01

### SHEET TITLE

## SITE DEMOLITION PLAN

SHEET NO.

C0.20



30 0 30 60 90  
Scale: 1" = 30'

### Benchmark and Basis of Bearing

DESC: FOUND 3" FLAT BRASS MONUMENT LOCATED IN 9600 N AND 1200 E  
N: 7316860.570  
E: 1549426.990  
ELEV: 4,758.49"

### Flood Zone

FLOOD ZONE DESIGN UNSHADED ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, REFERENCE F.E.M.A. FLOOD INSURANCE RATE MAPS, COMMUNITY PANEL NUMBER 49049C0162F, DATED 08/19/2020.

### Legend

- █ = EXISTING FEATURE TO BE DEMOLISHED. LEGALLY DISPOSE OF DEMOLITION WASTE.
- █ = AREA OF DEMOLITION. LEGALLY DISPOSE OF DEMOLITION WASTE.

### Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS IS UNKNOWN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THESE UTILITIES OR STRUCTURES. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPANCIES ARISE, PLEASE CONTACT THE OWNER / ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.





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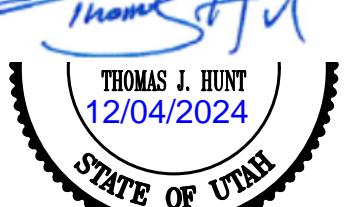
7015 W 9600 N  
HIGHLAND, UT

LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, SL BASE AND MERIDIAN

PROJECT TITLE

REVISIONS

SEAL



### VERIFY SCALES

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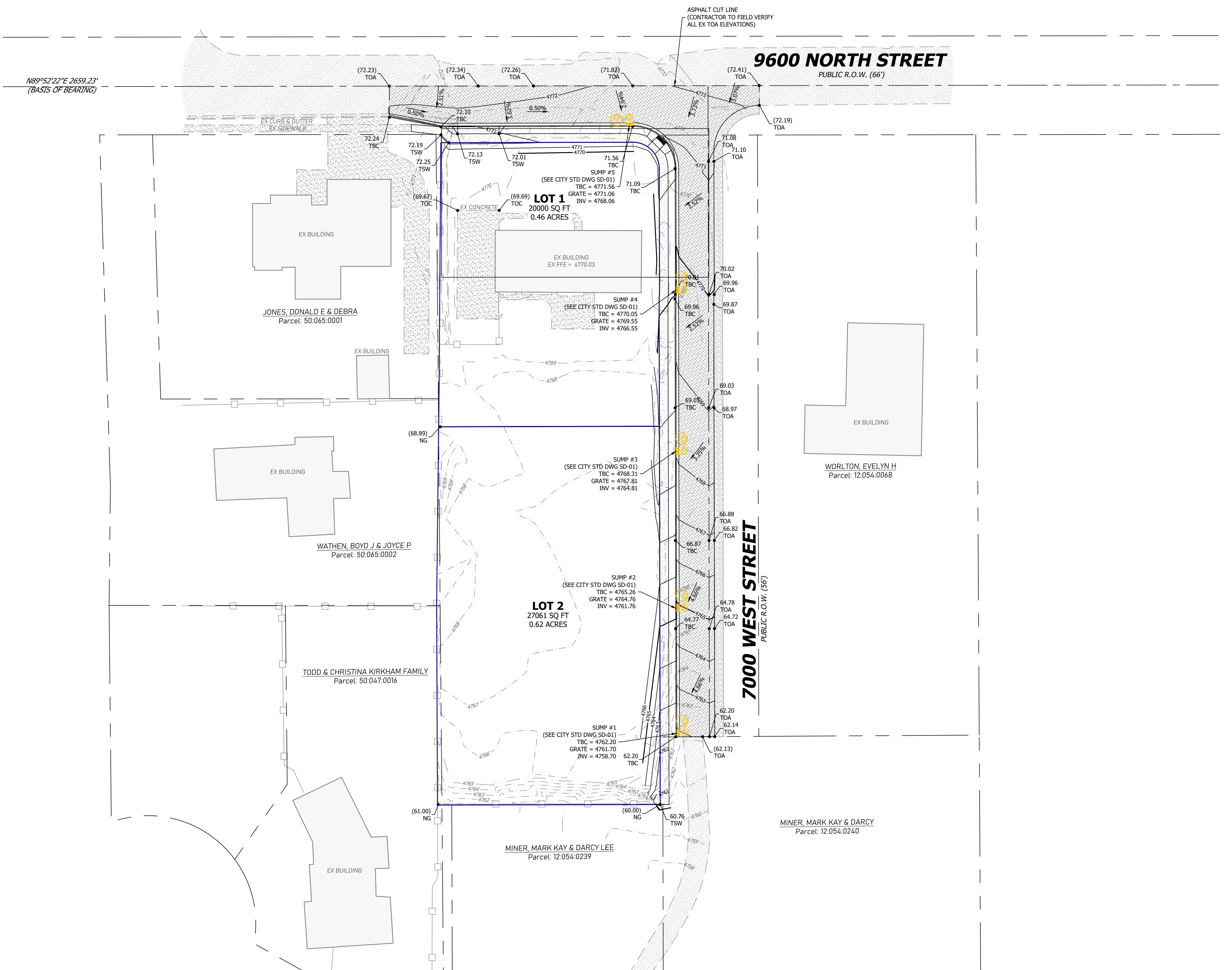
Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09/24/2024  
Proj. No.: 168 - 01

SHEET TITLE

## SITE GRADING PLAN

SHEET NO.

C2.00











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## VISTA RIDGE SUBD

7015 W 9600 N

HIGHLAND, UT

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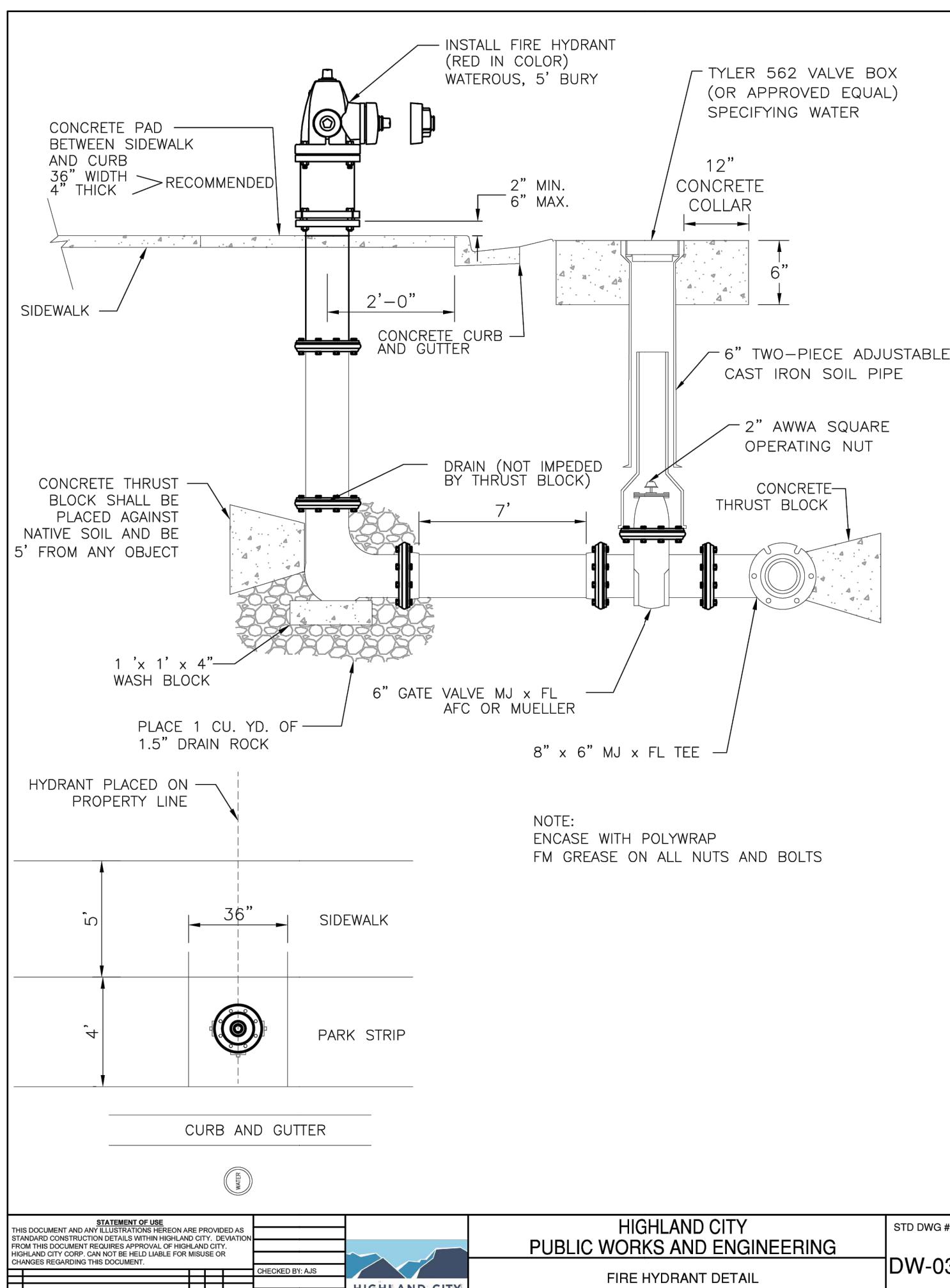
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SHEET TITLE

## CITY DETAILS

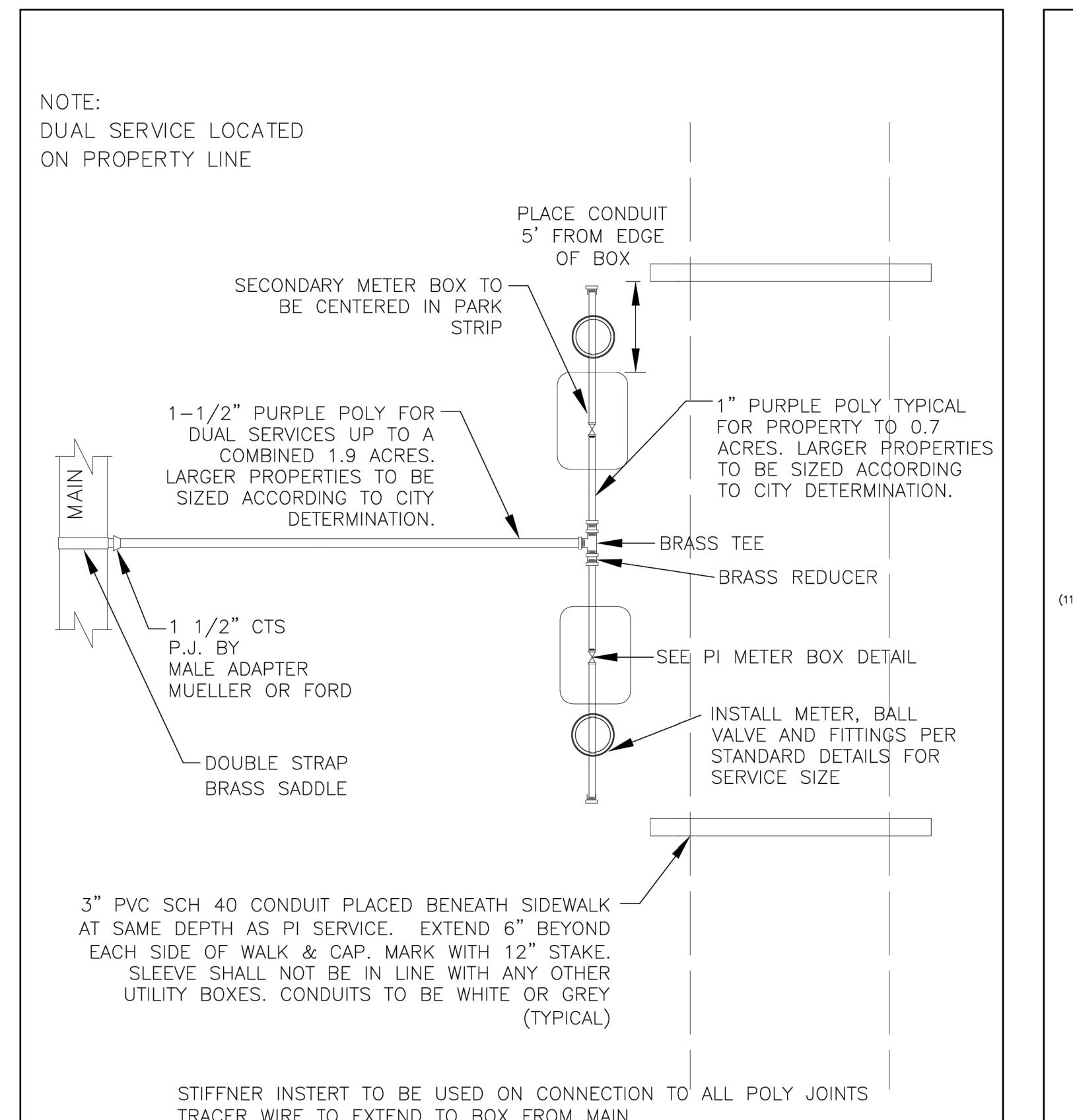
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REVISION DESCRIPTION:  BY:  DATE:  LAST UPDATED:

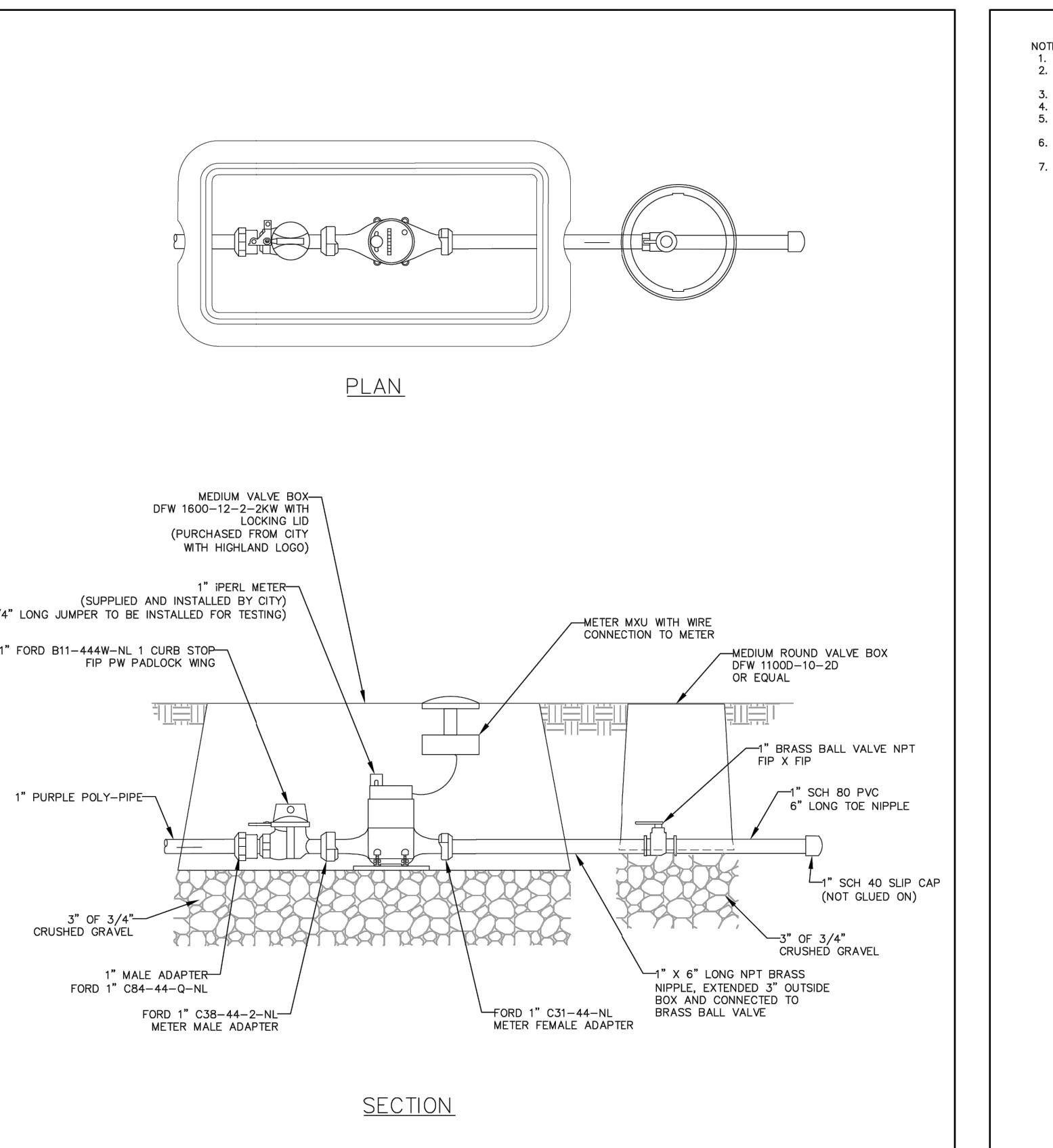
HIGHLAND CITY PUBLIC WORKS AND ENGINEERING DW-03



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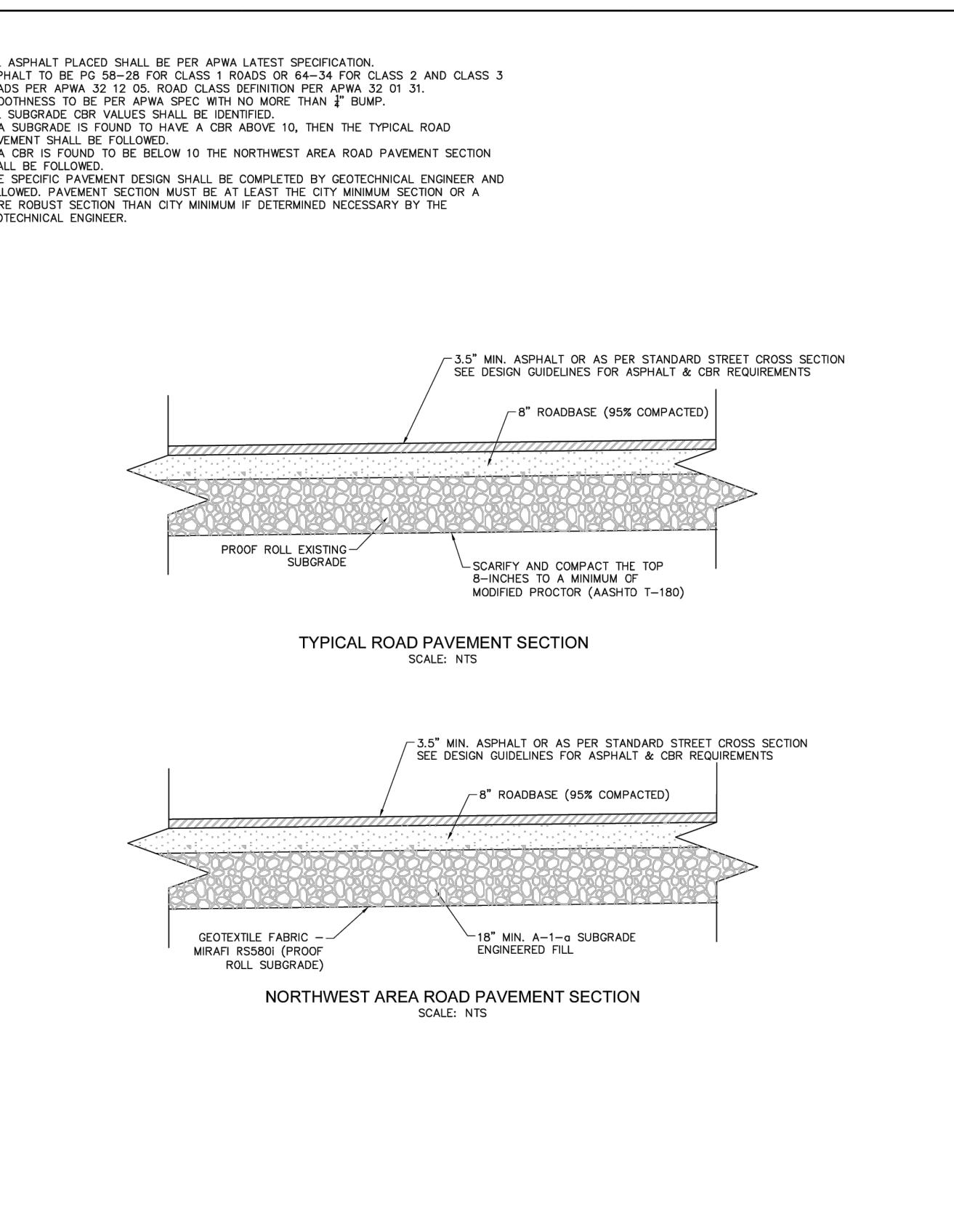
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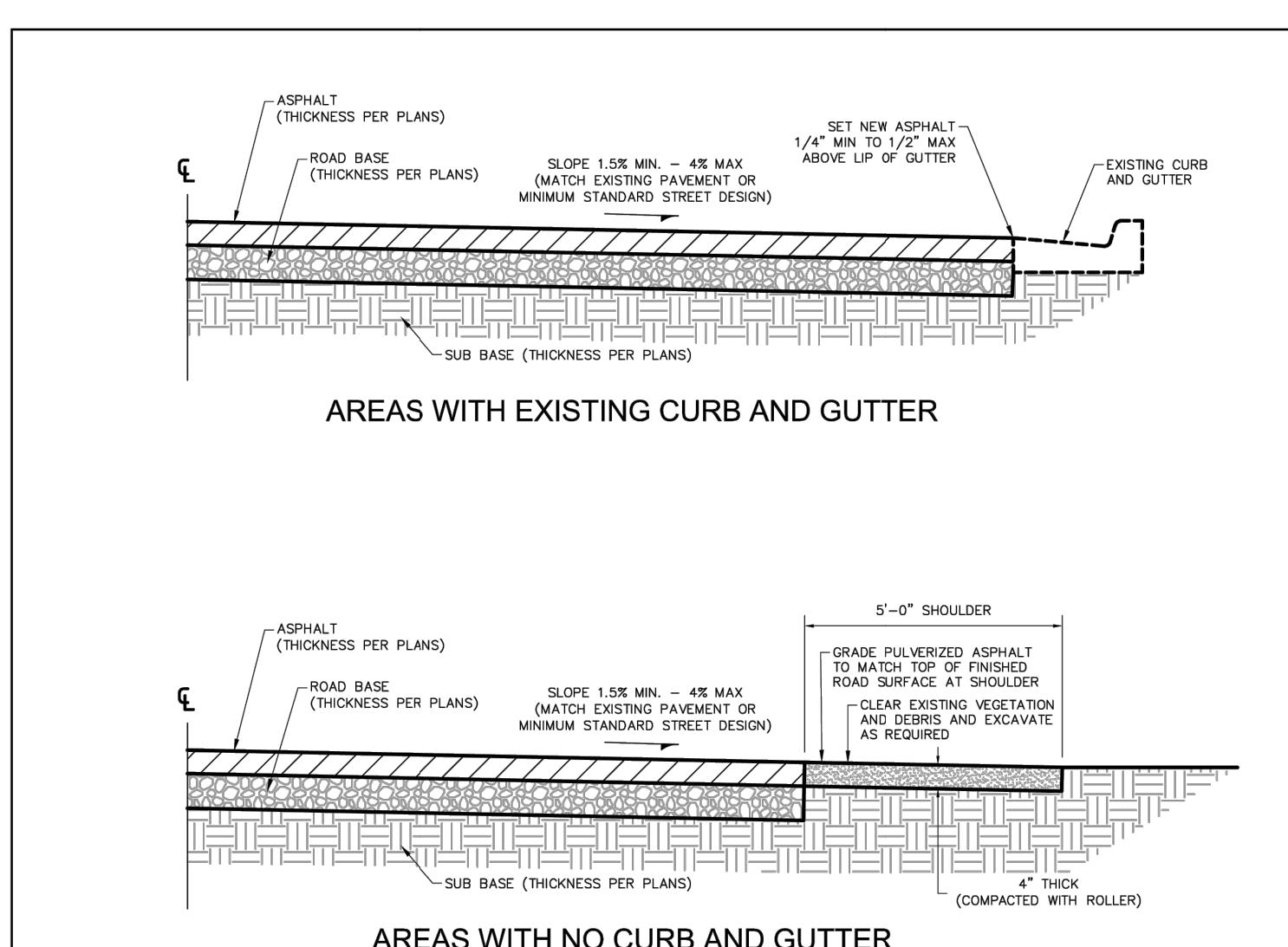
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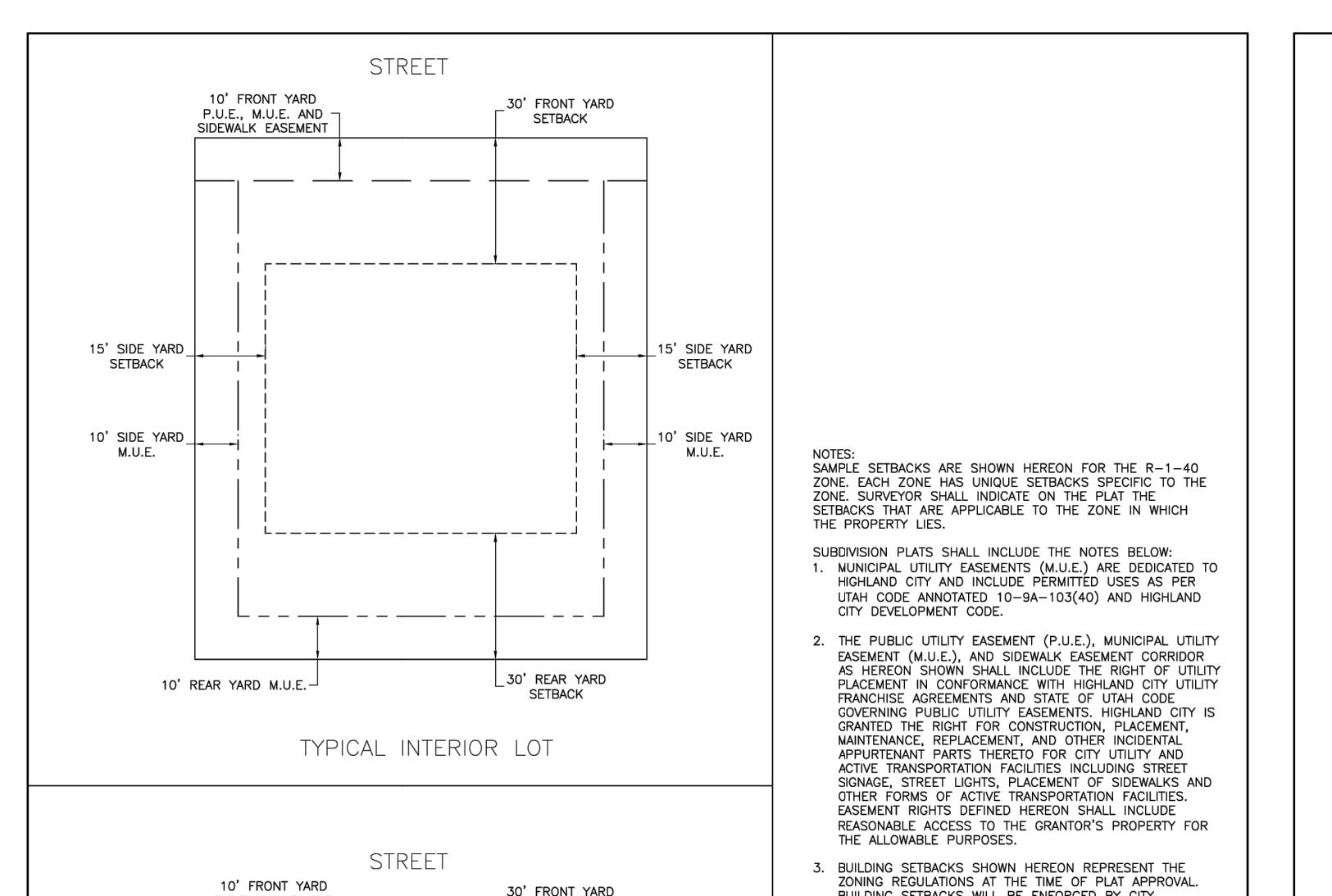
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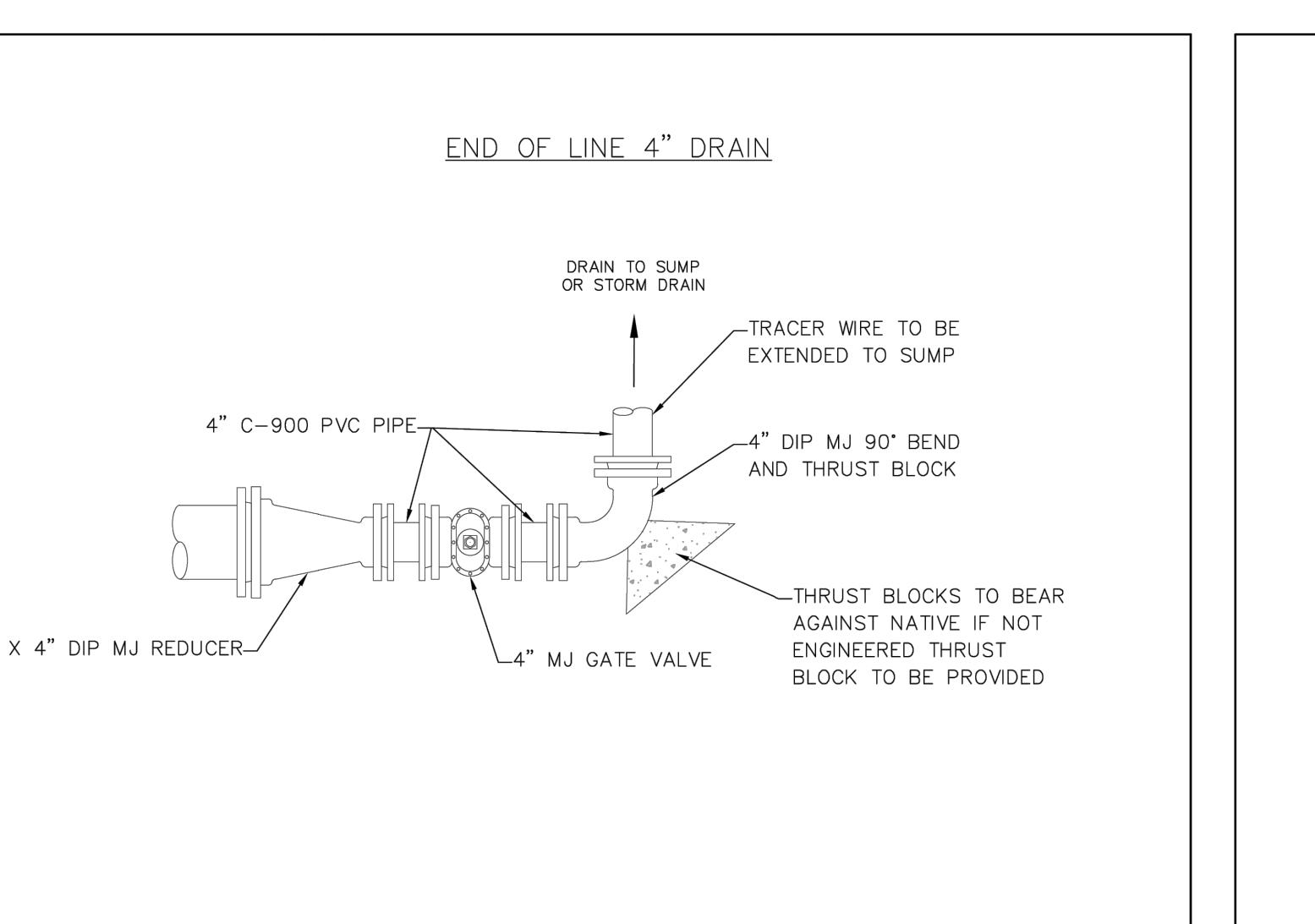
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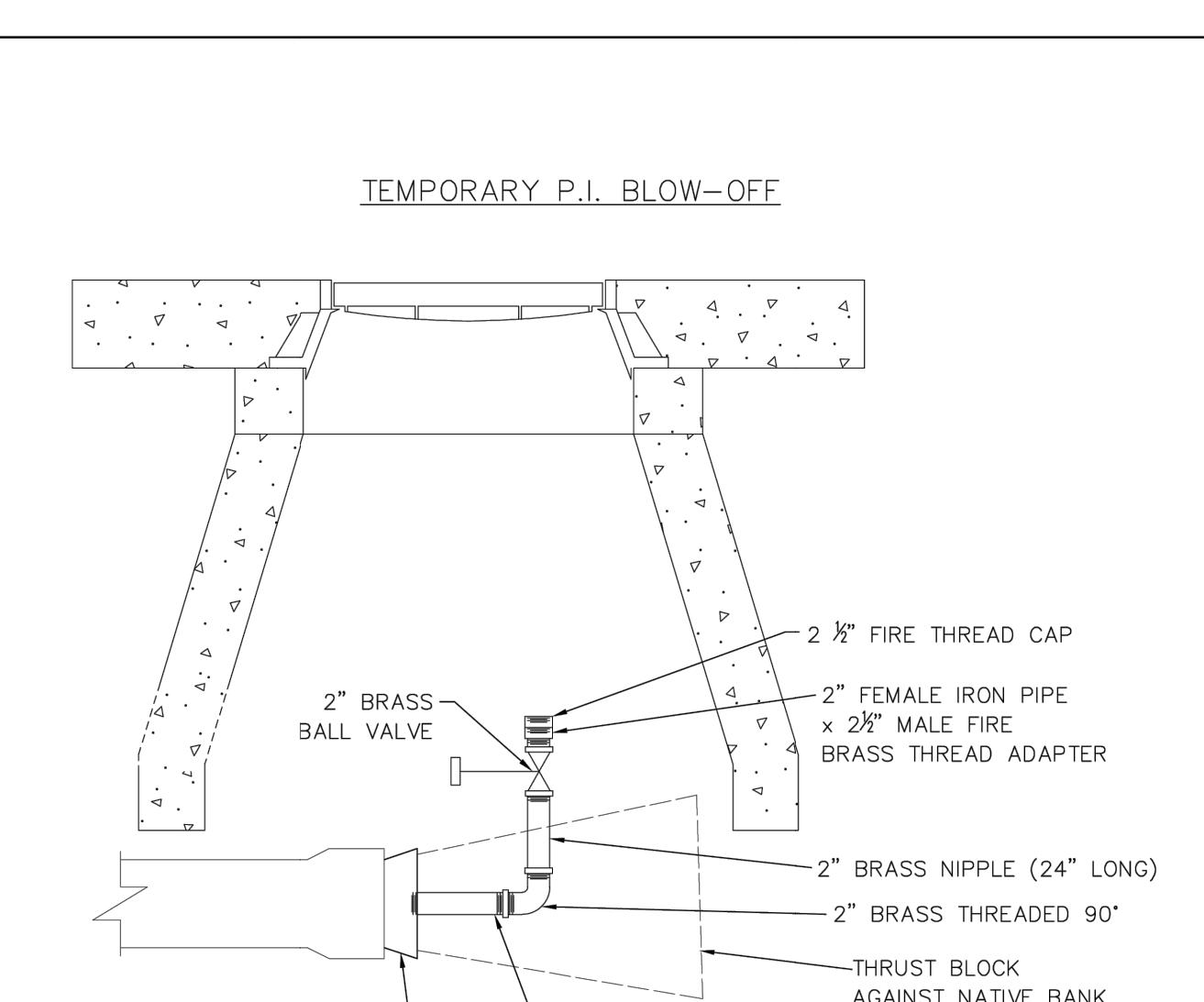
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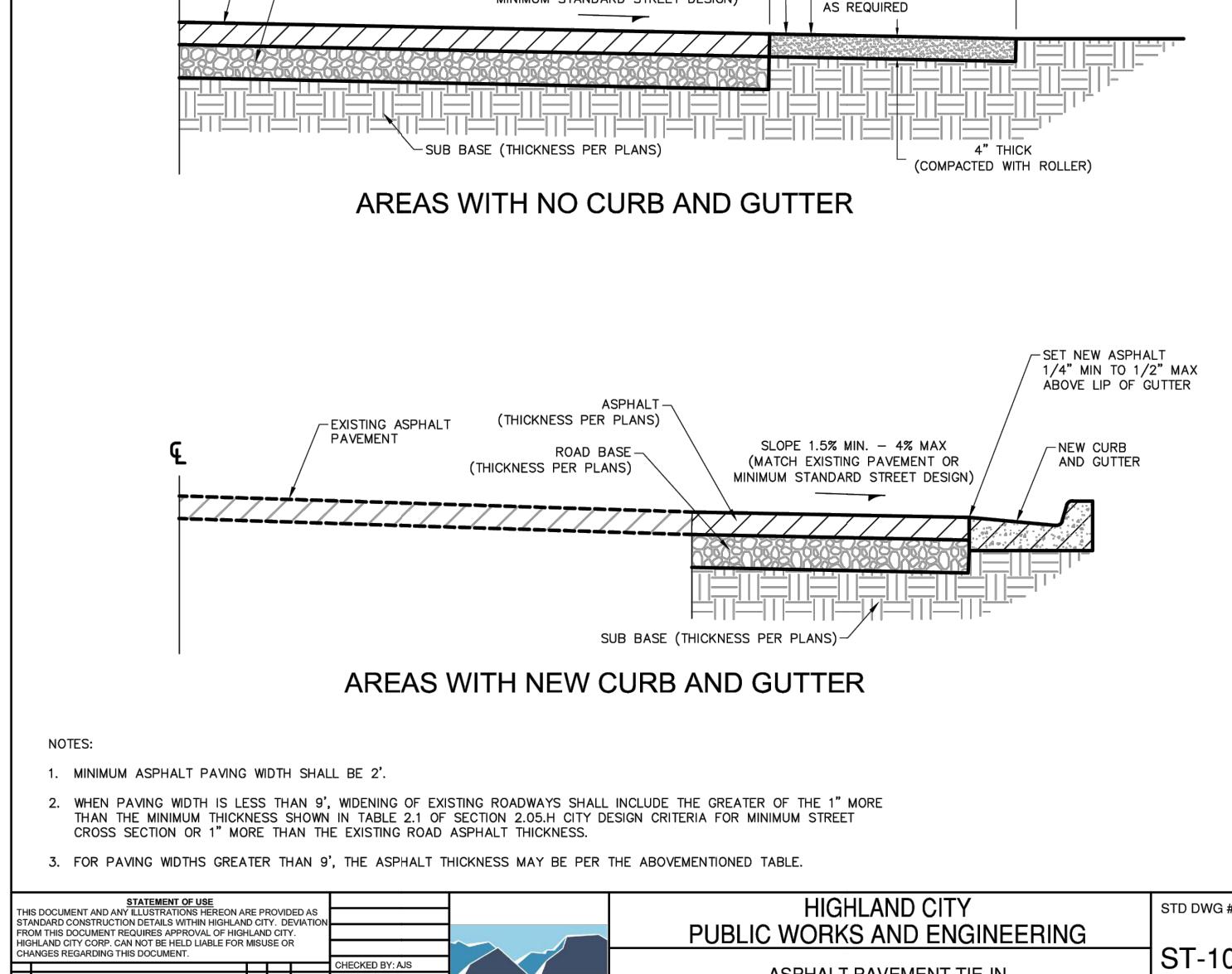
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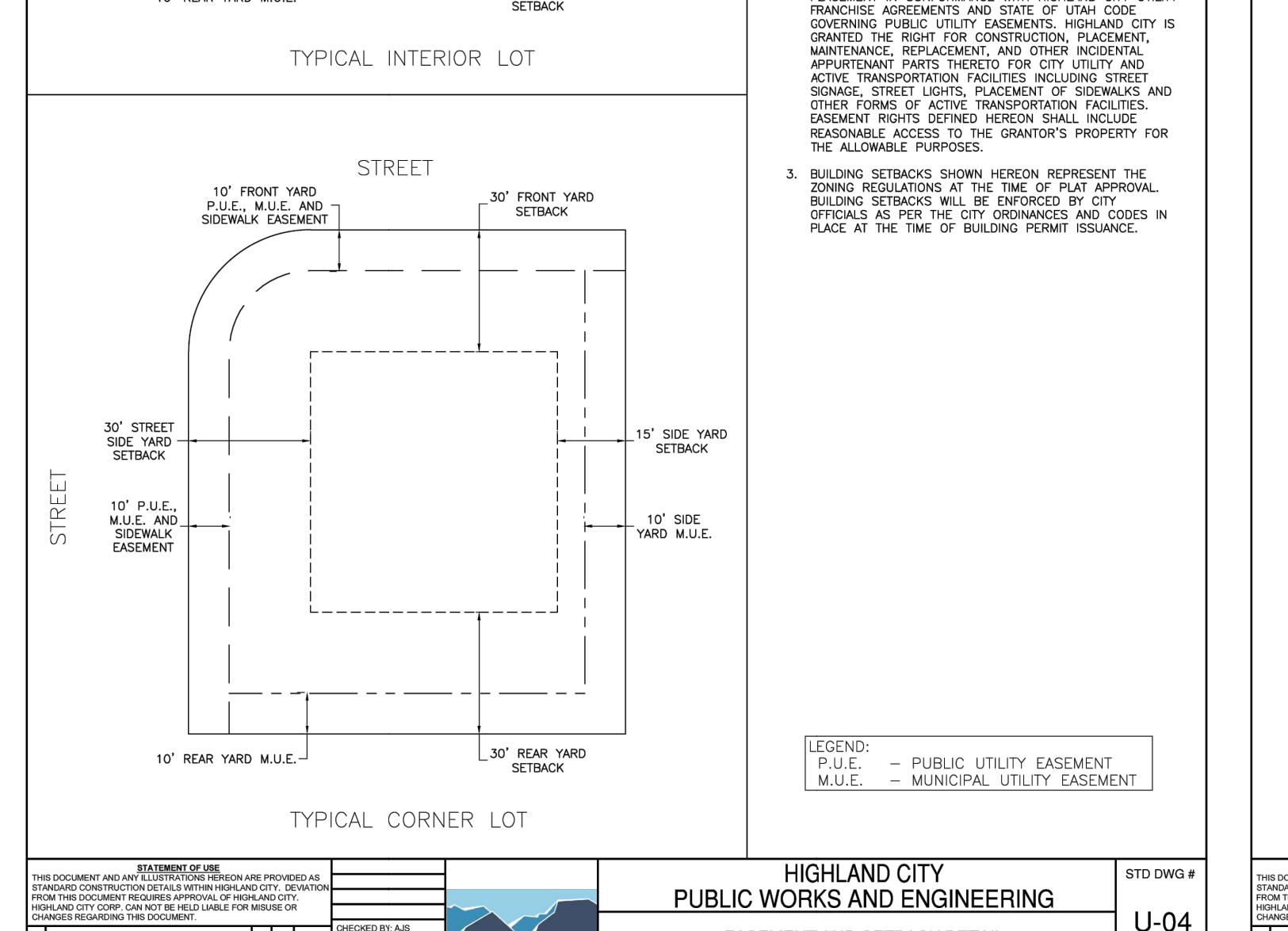
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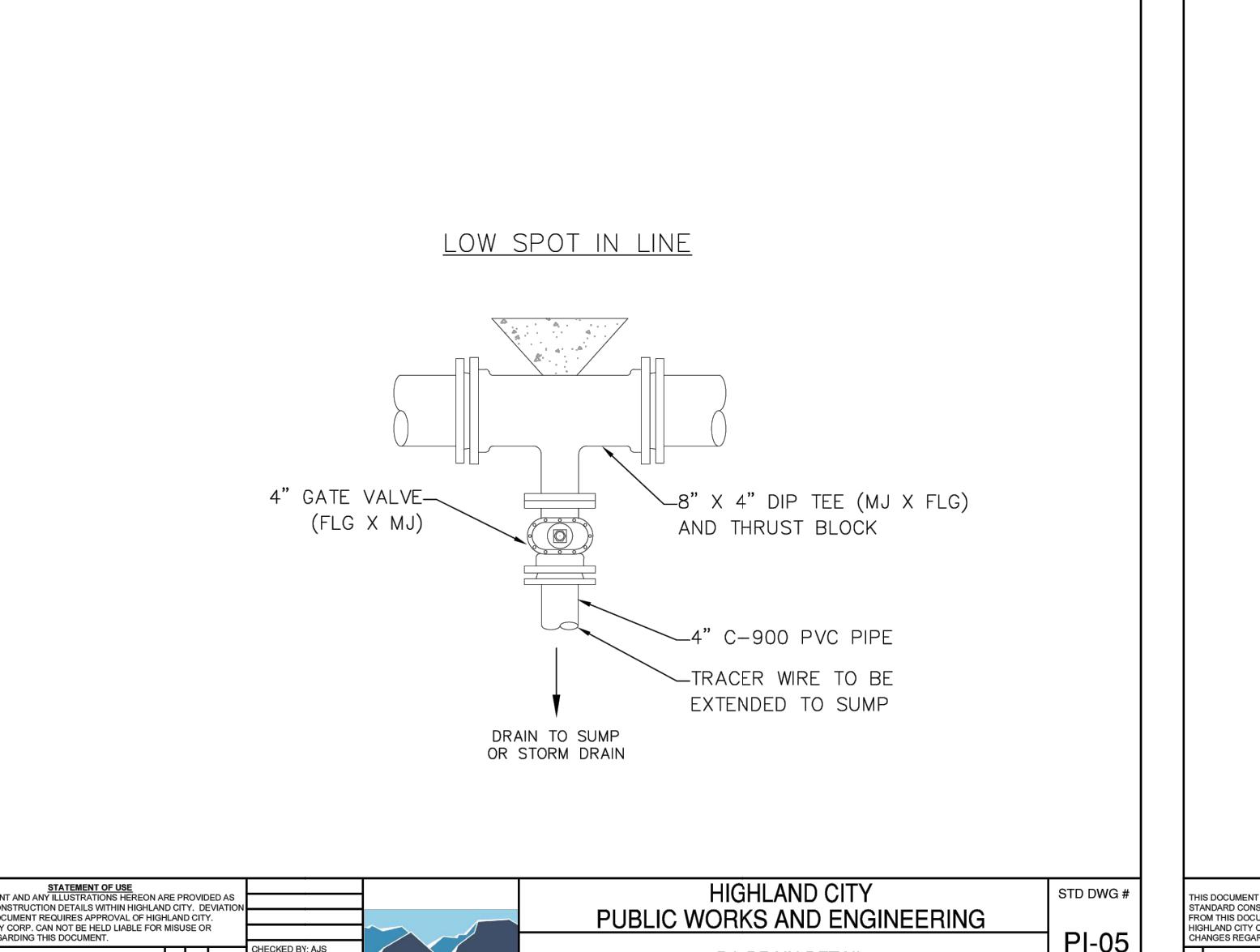
HIGHLAND CITY PUBLIC WORKS AND ENGINEERING ST-10



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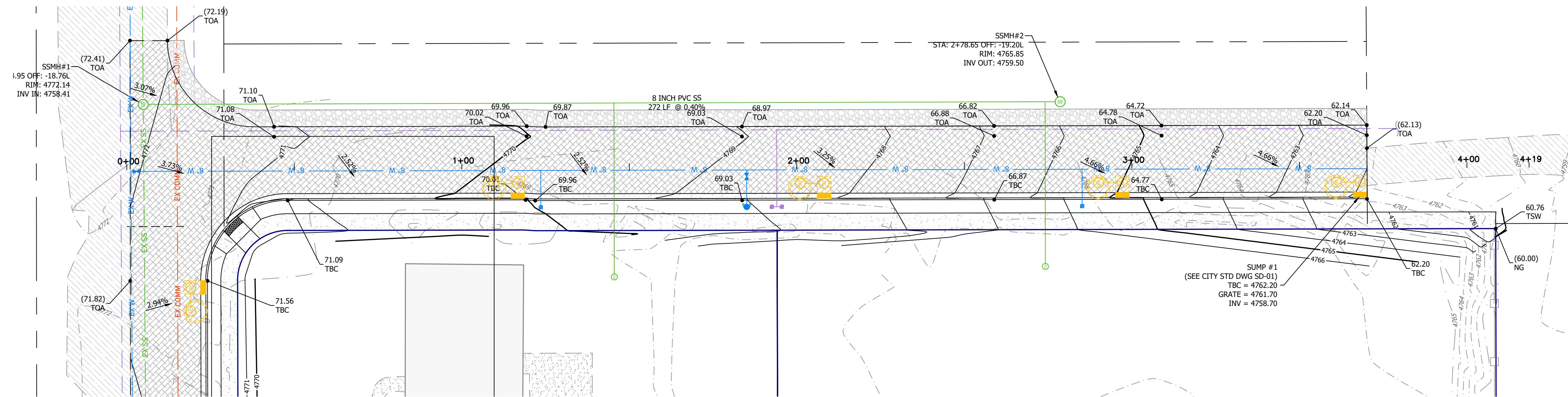
**HUNT · DAY**  
3445 Antelope Drive, St 200  
Syracuse, UT 84075  
PH: 801.664.4724  
EM: Thomas@HuntDay.co

## VISTA RIDGE SUBD

7015 W 9600 N  
HIGHLAND, UT

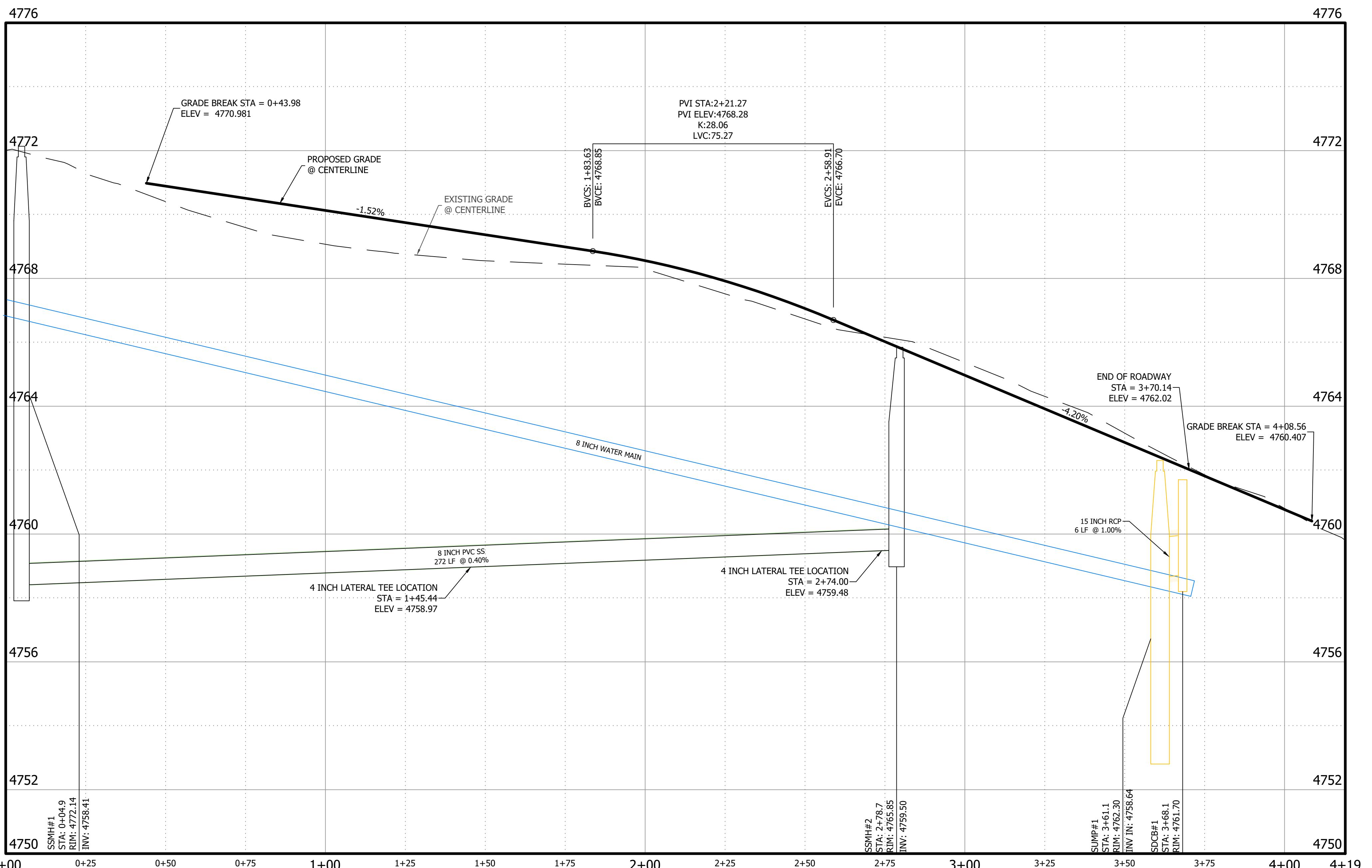
LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, SL BASE AND MERIDIAN

PROJECT TITLE



Plan View

7000 WEST ST



Profile View

HORIZONTAL SCALE: 1" = 20'-0"  
VERTICAL SCALE: 1" = 2'-0"

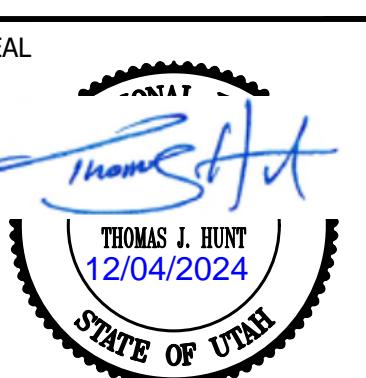
### Notice To Contractors

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE AND ARE NOT TO BE DEEMED AS THE PROPERTY OF THE OWNER OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE OWNER / ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

SHEET NO.

C4.00

REVISIONS	REV.	DATE	DESCRIPTION	BY
	1	12/04/2024	CITY COMMENTS	RH
	0	09/24/2024	INITIAL SUBMITTAL	RH



### VERIFY SCALES

BAR IS ONE INCH ON ORIGINAL DRAWING  
0 █ 1"

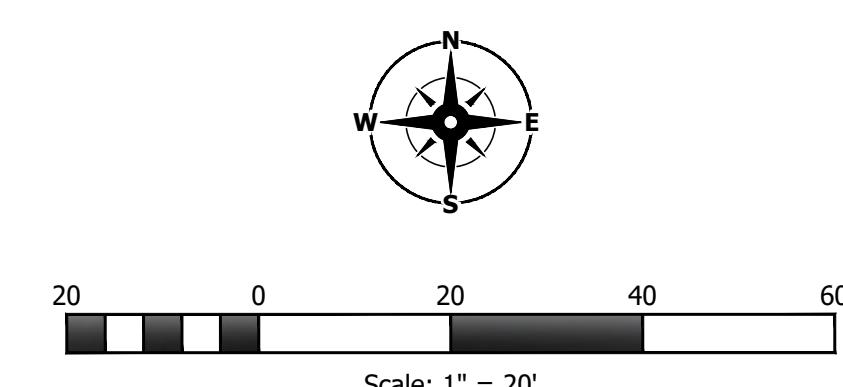
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

### PROJECT INFO.

Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09/24/2024  
Proj. No.: 168 - 01

### SHEET TITLE

PLAN &  
PROFILE





HUNT · DAY  
3445 Antelope Drive, Ste 200  
Syracuse, UT 84075  
PH: (801) 664-4724  
EM: Thomas@HuntDay.co

## VISTA RIDGE SUBD

7015 W 9600 N  
HIGHLAND, UT

LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, SL BASE AND MERIDIAN

PROJECT TITLE

REVISIONS

SEAL

### VERIFY SCALES

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0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

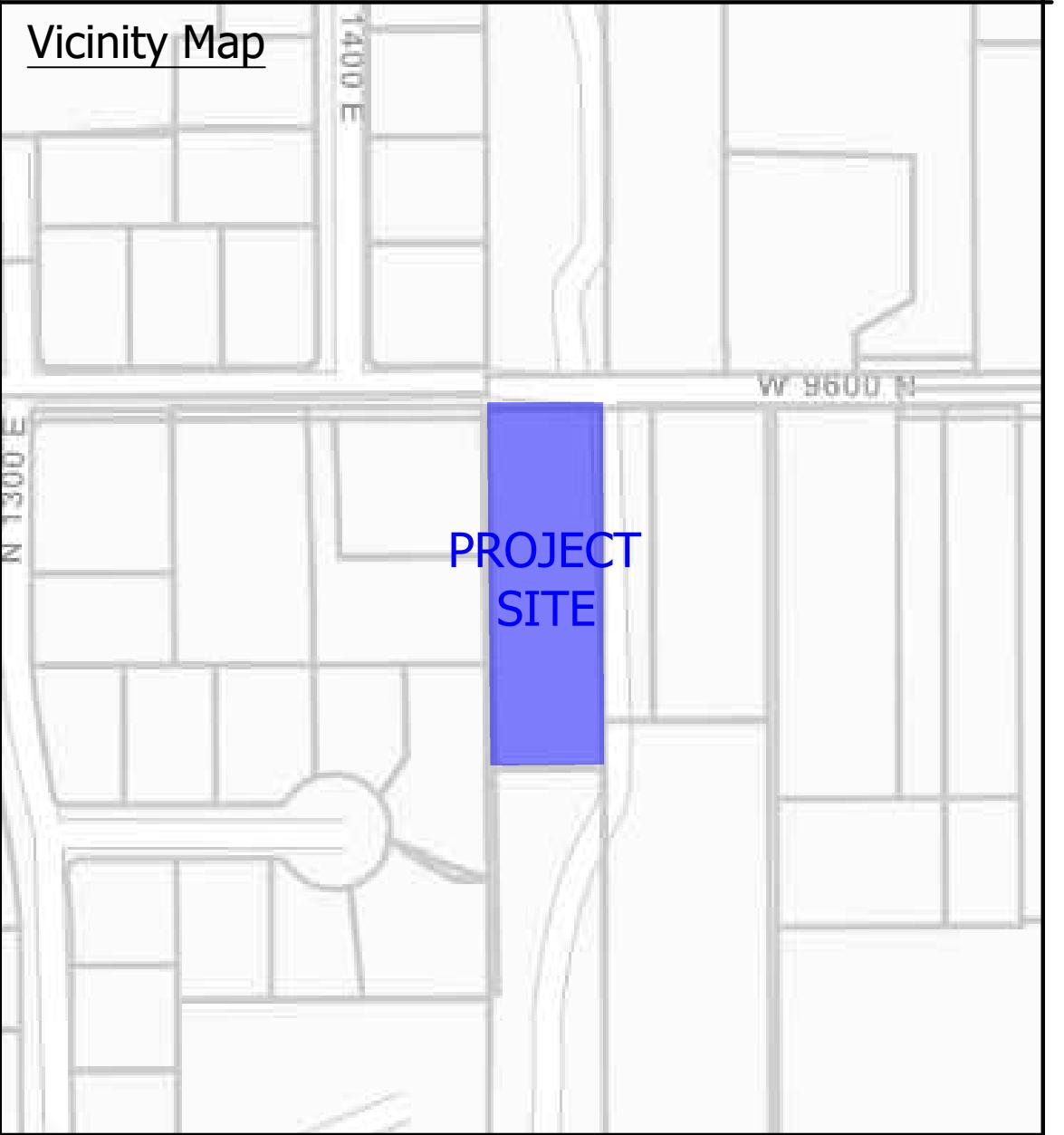
Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09 / 24 / 2024  
Proj. No.: 168 - 01

SHEET TITLE

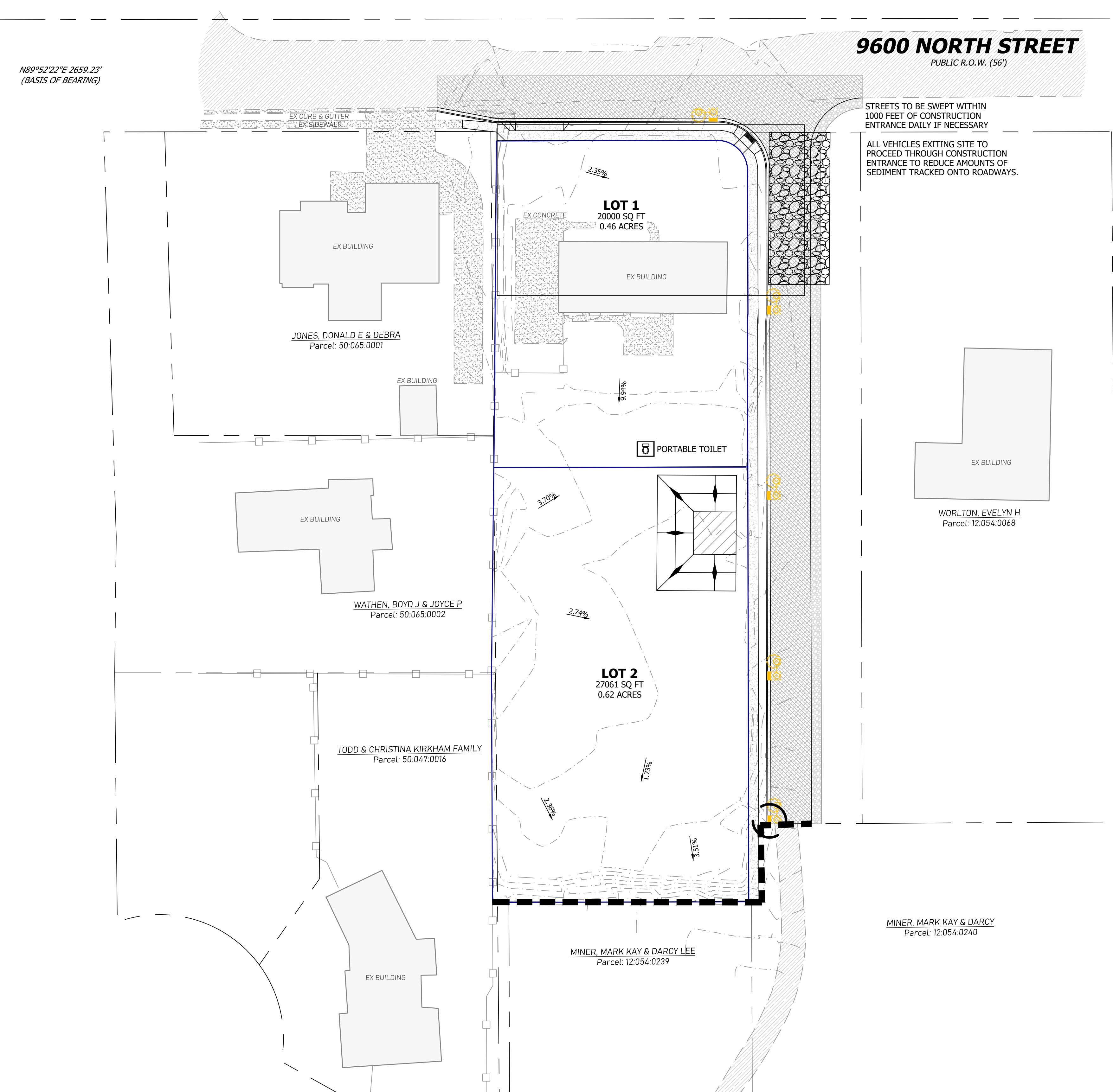
## EROSION CONTROL PLAN

SHEET NO.

C5.00



### Vicinity Map



### 9600 NORTH STREET

PUBLIC R.O.W. (56')

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

ALL VEHICLES EXITING SITE TO  
PROCEED THROUGH CONSTRUCTION  
ENTRANCE TO REDUCE AMOUNTS OF  
SEDIMENT TRACKED ONTO ROADWAYS.

2.35%

3.5%

3.70%

2.74%

1.73%

3.51%

2.74%

1.73%

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## Erosion Control Notes:

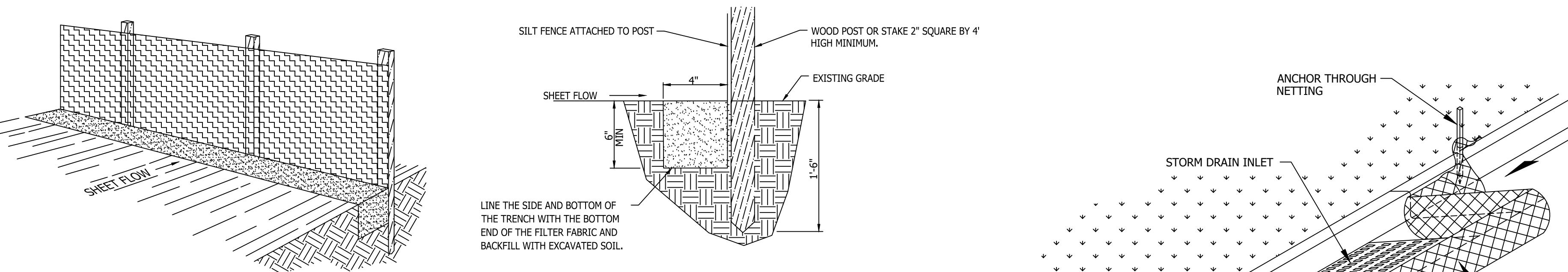
- AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
- THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO ANY ANTICIPATED STORM EVENT; OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
- CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFF SITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE PUBLIC STORM SEWER SYSTEM.
- CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
- EXCEPT AS PROVIDED IN (A), (B), AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.

(A) WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.

(B) WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE A TO BE INITIATED ON THAT PORTION OF THE SITE.

(C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10-20 INCHES), AND AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.

- EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE, EROSION CONTROL STRUCTURES BELOW SEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
- ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED OR SEDED PER PLAN.
- ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNPREDICTED PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE LOCAL JURISDICTION MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY NECESSARY CHANGES AND POSTING ANY UPDATES TO THE PLANS AND RECORDING CHANGES IN THE STORMWATER POLLUTION PLAN DOCUMENT.
- THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION.
- THE CONTRACTOR SHALL AMEND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WHENEVER:
  - THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;
  - INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART II.D.1 OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; AND
  - A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART III.B.2 OF THE PERMIT.
- THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.
- THE CONTRACTOR SHALL NOTE THAT FLUCTUATIONS OF THE GROUNDWATER TABLE MAY OCCUR DUE TO VARIOUS FACTORS NOT EVIDENT AT THE TIME OF PREPARATION OF THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY Dewatering PERMITS REQUIRED FOR THE PROJECT.
- THE PROJECT SITE IS IN FLOOD ZONE "X" WHICH DENOTES AREAS OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
- THERE ARE NO SURFACE WATER FEATURES LOCATED ON THIS SITE.
- THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA, EMPLOYEE BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. THE CONTRACTOR SHALL CONTAIN AND TREAT ALL LEAKS AND SPILLS FROM ANY EQUIPMENT OR FACILITIES.
- 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. CONCRETE TRUCK WASHING SHALL BE DONE AT THE LOCATION SHOWN.
- MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
- FUGITIVE DUST BLOWING FROM THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
- NO RUBBISH, TRASH, GARBAGE, OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- ALL MEASURES PRESENTED IN THE SWPPP SHALL BE INITIATED AS SOON AS PRACTICABLE.
- IF THE GRAVEL CONSTRUCTION ENTRANCES ARE NOT EFFECTIVE IN REMOVING THE MAJORITY OF DIRT OR MUD FROM THE TIRES OF THE CONSTRUCTION VEHICLES, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER THE PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
- ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
- 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.
- ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAIN CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
- THE CONTRACTOR SHALL POST THESE PLANS AND THE SWPPP IN THE JOB TRAILER, LOG ALL CHANGES, AND UPDATE PLANS AND THE SWPPP AS REQUIRED.
- THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPS) AND CONFORM TO ALL CITY AND STATE REQUIREMENTS FOR EROSION CONTROL AND STORM WATER PROTECTION.
- IN THE UNLIKELY EVENT THAT A PHASE DOES NOT IMPROVE ACCESS AND/OR AN ACCESS ROAD IS CONSTRUCTED, BEST MANAGEMENT PRACTICES SHALL BE APPLIED IN ANY TEMPORARY OR PERMANENT STRUCTURES OR ACCESS POINTS.
- THE CONTRACTOR SHALL COMPLETE WEEKLY INSPECTION FORMS FOR THE CITY'S RECORDS, COVERING WEEKLY INSPECTIONS AND MAINTENANCE.
- EXISTING PERIMETER FENCING TO ACT AS CONSTRUCTION FENCING. IF PERIMETER FENCING IS REMOVED, A CONSTRUCTION SHALL BE INSTALLED UNTIL A NEW FENCE OR WALL IS CONSTRUCTED.

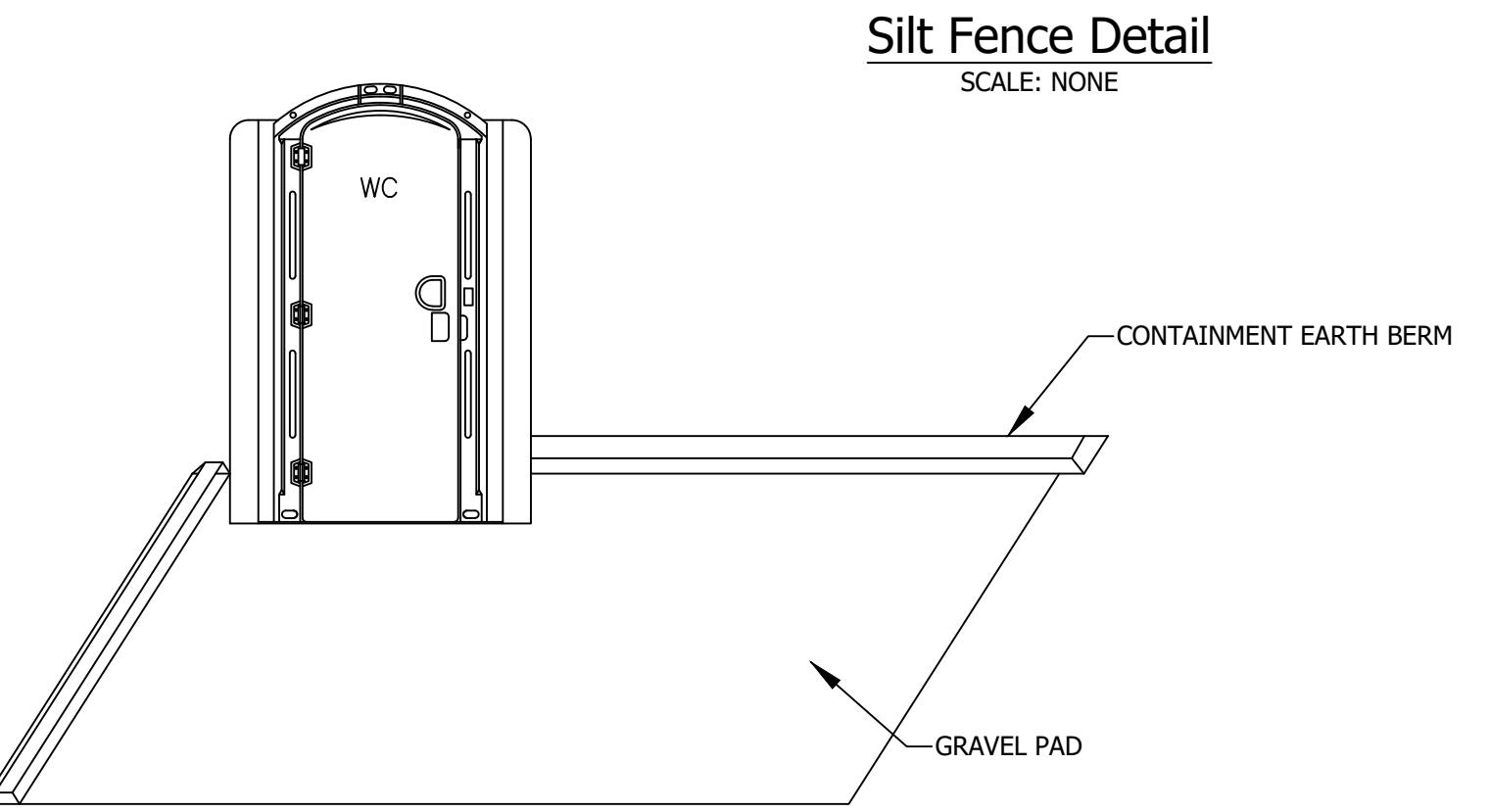


Perspective View

Section

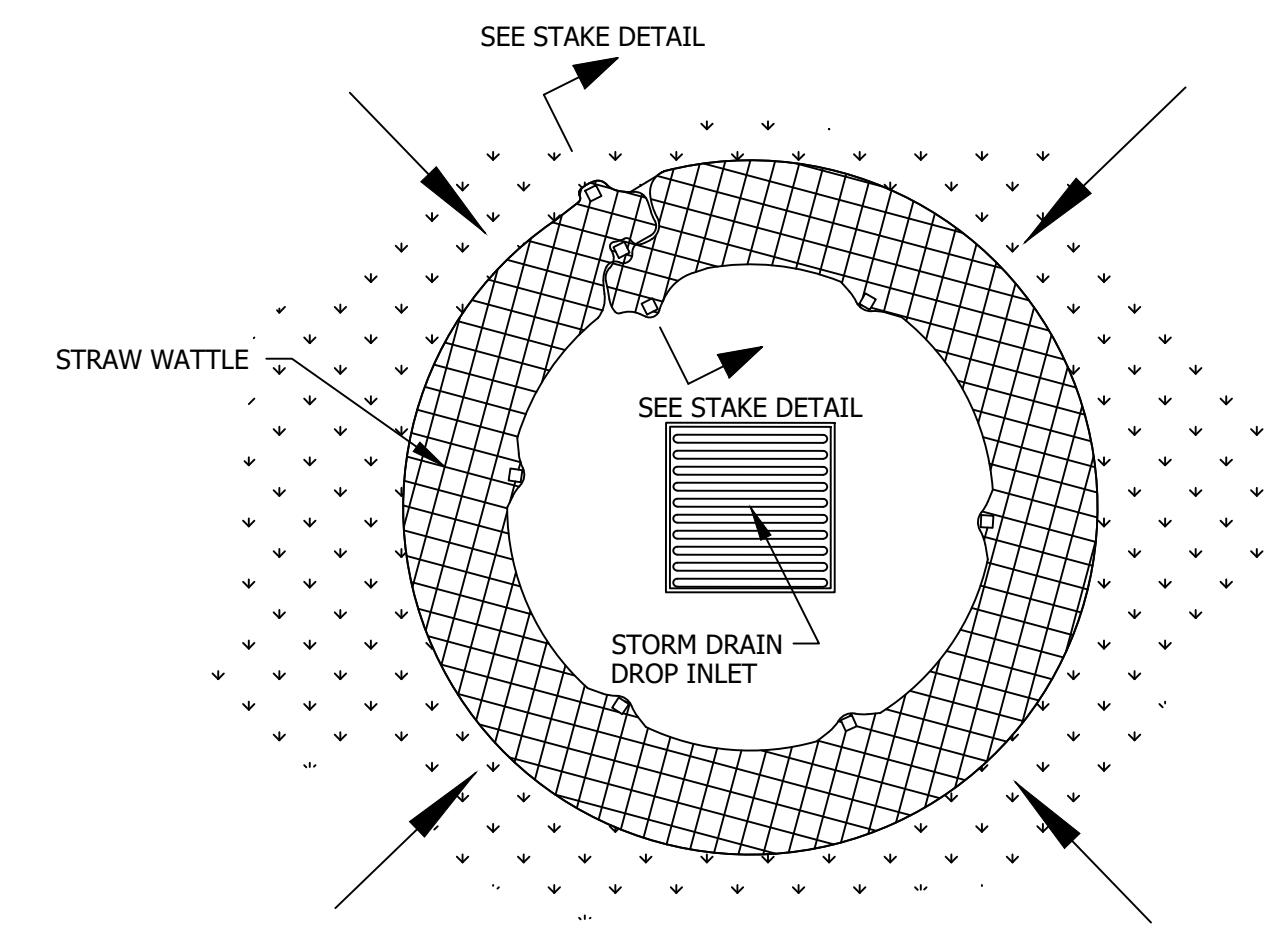
## Silt Fence Notes:

- WHERE POSSIBLE, LAYOUT THE SILT FENCE 5' TO 10' BEYOND THE TOE OF THE SLOPE.
- ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
- WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
- AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6" OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
- MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
- REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
- WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

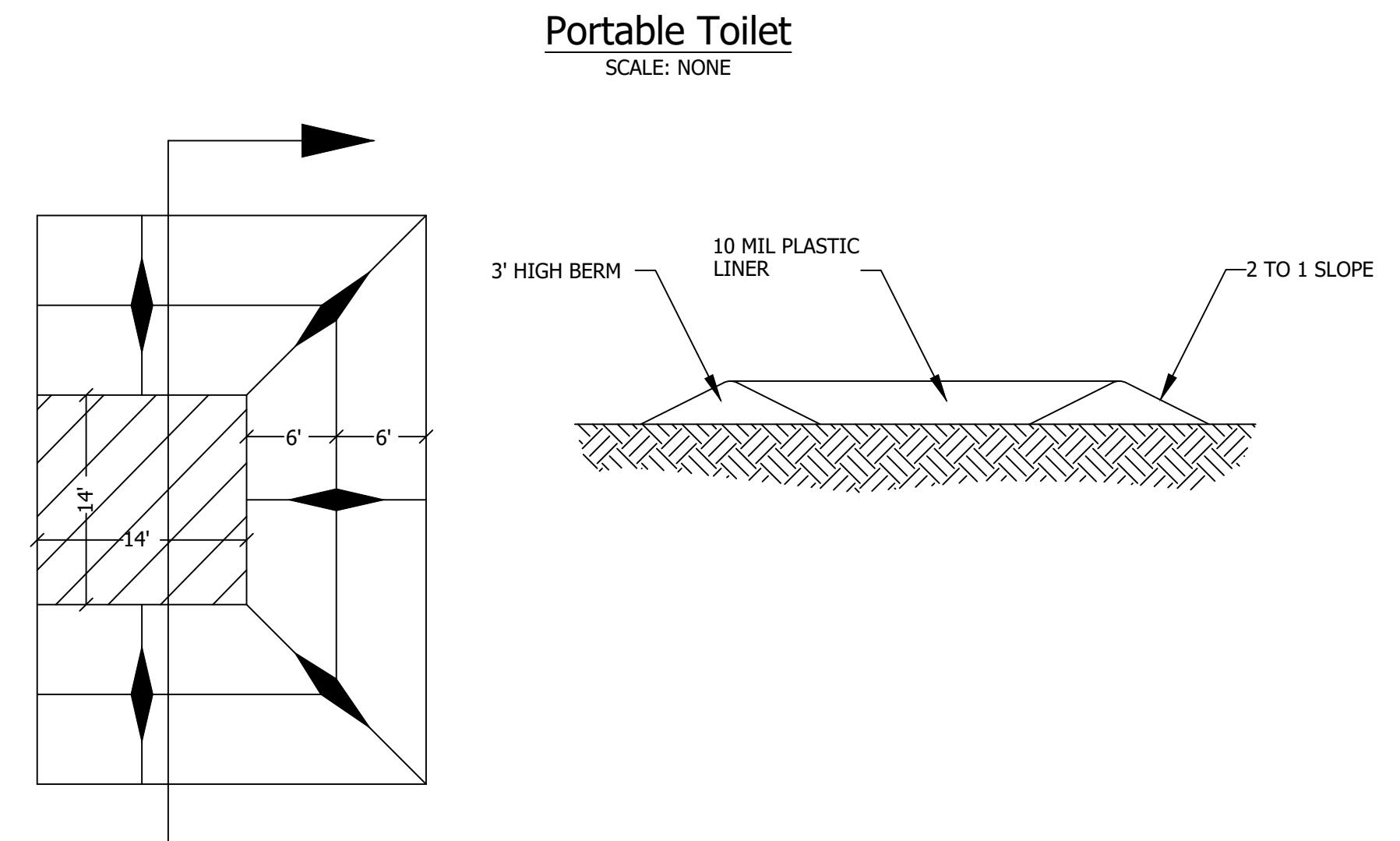


Silt Fence Detail

SCALE: NONE

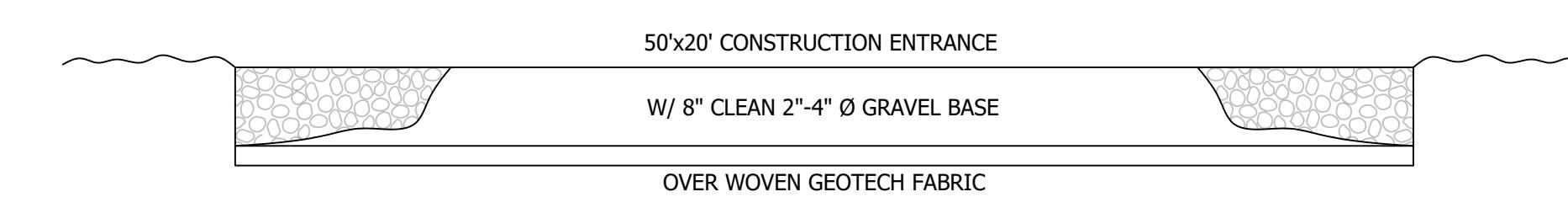


Plan View

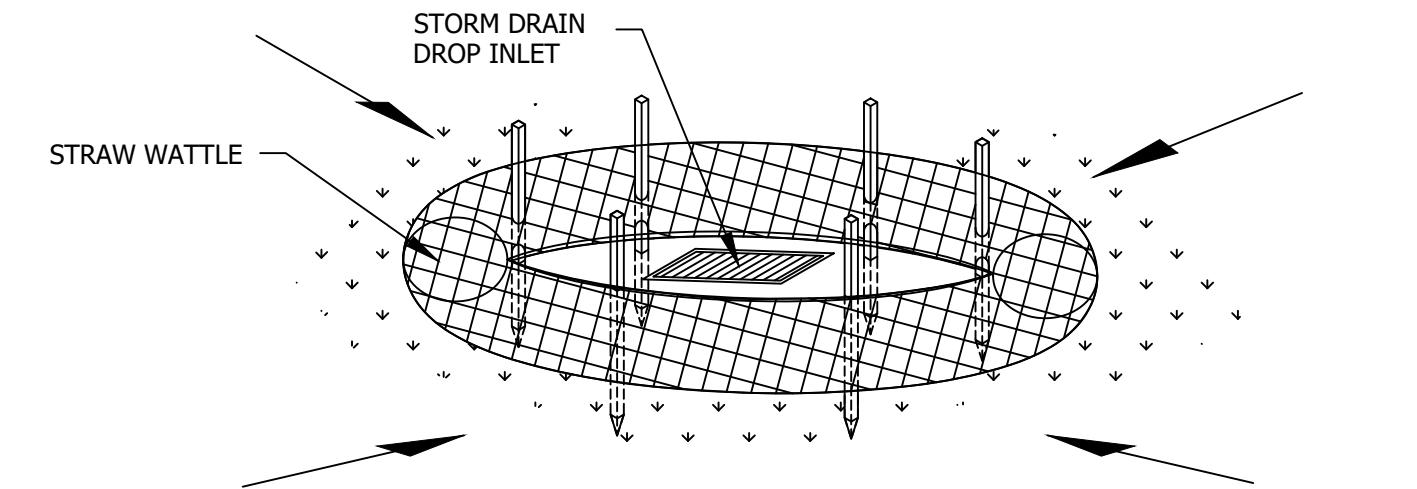


Portable Toilet

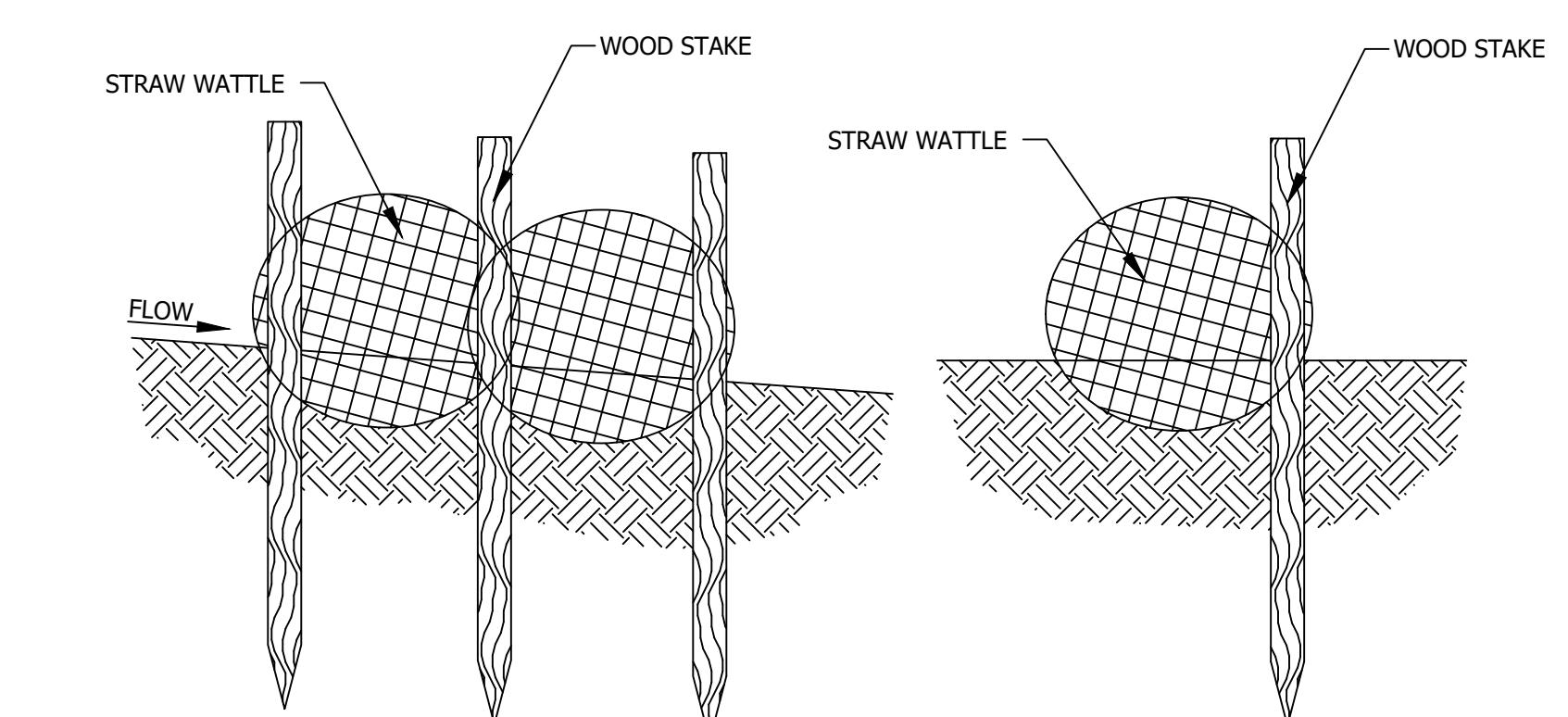
SCALE: NONE



Cross Section 50' x 20' Construction Entrance



Drop Inlet Protection



## EROSION CONTROL DETAILS

C5.90

PROJECT TITLE

VISTA RIDGE SUBD  
7015 W 9600 N  
HIGHLAND, UT  
LOCATED IN THE NW QUARTER OF SECTION 10,  
TOWNSHIP 5S, RANGE 1E, SL BASE AND MERIDIAN

REVISIONS

REV.	DATE	CITY COMMENTS	INITIAL SUBMITTAL	RH	RH	BY
1	12/04/2024					
0	09/24/2024					

SEAL



VERIFY SCALES  
BAR IS ONE INCH ON ORIGINAL DRAWING  
0 1"

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

PROJECT INFO.

Engineer: T. Hunt  
Drawn: R. Hatfield  
Date: 09 / 24 / 2024  
Proj. No.: 168 - 01

SHEET TITLE

SHEET NO.

Page 24 of 52

When Recorded, Return to:  
Highland City  
5400 West, Civic Center Dr  
Highland, UT 84003

ENT 70155-2024 PG 1 of 13  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Oct 10 01:11 PM FEE 0.00 BY LM  
RECORDED FOR HIGHLAND CITY

## ANNEXATION AGREEMENT

The parties HIGHLAND CITY (“the City”), a Utah municipality and a political subdivision of the State of Utah, and TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, (the “Petitioner”), enter into this Annexation Agreement (this “Agreement”), effective as of the date it is executed by the parties following the approval of the City Council (the “Effective Date”).

### RECITALS

**A.** Petitioner owns certain real property located within Utah County that is adjacent to the municipal boundaries of the City, described as Utah County parcel 12:054:0025 and more particularly described in **Exhibit A** attached hereto (the “Property”).

**B.** Petitioner has requested annexation of the Property, totaling approximately 1.13 acres, into the City (the “Annexation”), in order to access City utilities and facilities to facilitate the development or subdivision of the Property.

**C.** Adjacent to the Property is certain real property owned by Highland City (the “City Parcel”), described as Utah County Parcel 12:054:0069, more particularly described as: COM E ALONG SEC LN 1185.9 FT & S 16.5 FT FR NW COR, SEC 10, T5S,R1E, SLM; S 341 FT; W 54.5 FT; N 341 FT; E 54.5 FT TO BEG.

**D.** The approval and authorization of the Annexation is a legislative decision to be made by the appropriate city bodies and officials, to which approval Petitioner has no entitlement or vested right.

**E.** The City has adopted codes, ordinances, regulations, drawings, standards, specifications, policies, and resolutions (collectively, “City Code”) that govern the development of land, the construction of private and public infrastructure and buildings, and the connection to and use of City facilities and utilities.

**F.** Petitioner has requested certain waivers or modifications of City Code requirements that would normally apply to the development or subdivision of the Property, in connection with the Annexation.

**G.** The parties desire to enter into this Agreement to establish the terms and conditions by which the City approves of the Annexation of the Property and to determine the specific regulations and requirements of the City that will apply to the subdivision or development of the Property once it is annexed into the City.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

**1. City Obligations.** All obligations of the City are subject to the reserved legislative powers of the City described in Section 5 *below*.

**1.1. Annexation Approval.** The City shall, to the extent permitted by Utah law and without waiving its right or duty to take the procedural steps and analyze the substantive considerations required by Utah law, grant Petitioner's annexation petition and annex the Property into the City, which approval is subject to and conditioned on Petitioner's execution of this Agreement and Petitioner's recordation of this Agreement against title to the Property.

**1.2. Annexation Protest.** If Annexation is protested and goes before the Utah County Boundary Commission, the City may, in its discretion, deny the Annexation or seek to obtain from the Boundary Commission approval for the Annexation. If the City decides to seek to obtain approval, the City shall coordinate its efforts with Petitioner.

**1.3. Zoning.** Upon successful Annexation, the Property shall be zoned R-1-20.

**1.4. City Parcel Use.** Petitioner shall be entitled to access, enter, and construct public street and utility improvements and related facilities upon the City Parcel, and the City agrees that City Parcel may be used by Petitioner to determine the frontage of new and additional lots within the Property, subject to and conditioned on the Petitioner's compliance with City Code regarding any subdivision or development of the Property and Petitioner's obligations in this Agreement. Petitioner shall be entitled and required to include the City Parcel within any future subdivision plat for the Property, in order for the City Parcel to be dedicated and platted as a public right of way and public street.

**2. Petitioner Obligations.** Petitioner shall comply with the following obligations, as the same are described below and as depicted in the concept plan attached as **Exhibit B**, which Exhibit is incorporated herein by reference.

**2.1. Recordation.** Petitioner shall be required, as a condition of approval of the Annexation, to record this executed Agreement against title to the Property and to ensure that no other interests, mortgages, liens, or other encumbrances have priority or precedence over this Agreement.

**2.2. Existing Home.** There is an existing home on the Property (the "Existing Home"), which is, as of the Effective Date, not connected to any City utilities, namely the City's culinary water, pressurized irrigation, or sewer system (collectively, "City Utilities"). If the Annexation is approved, Petitioner shall have the following obligations regarding the Existing Home and Property:

**2.2.1. Utilities.** Petitioner may or shall be required to connect the Existing Home to City Utilities as set forth herein.

**2.2.1.1.** Petitioner shall bear all costs and be responsible for the extension and connection of any utility mains, lines, and other facilities required to connect the Existing Home to City Utilities, if such connection is required or requested. All work, mains, lines, connections, and other facilities shall conform to the requirements of City Code.

**2.2.1.2.** Petitioner may connect the Existing Home to the City Utilities without subdividing or developing the Property. If at any time Petitioner desires to connect the Existing Home to the City's culinary water system, Petitioner shall also be required to connect the Existing Home to the City's pressurized irrigation system. Petitioner may, however, connect the Existing Home to the City's pressurized irrigation system without connecting the Existing Home to the City's culinary water system.

**2.2.1.3.** Petitioner shall connect the Existing Home to the City pressurized irrigation and sewer utilities at the time Petitioner subdivides or develops the Property. Petitioner shall also connect the Existing Home to the City culinary water system at the time Petitioner subdivides or develops the Property, unless Petitioner demonstrates that Petitioner has an adequate and safe source of culinary water that can serve the Existing Home, which source has been approved by and complies with all relevant City, Utah County, and State of Utah regulations, laws, and requirements.

**2.2.2. Impact Fees.** Prior to the effectiveness of the approval of the Annexation, Petitioner shall pay all impact fees for the Existing Home, as if the Existing Home were being built at the time of Annexation. If Petitioner fails to do so, the approval of the Annexation shall be void.

**2.3. City Utilities.** Petitioner shall complete, construct, install, assure, and warranty, according to City Code the improvements described below, and comply with the following obligations related to the use and connection of the Property to the City Utilities:

**2.3.1. Culinary Water.**

**2.3.1.1.** Petitioner shall not be required to dedicate water shares or rights to the City or to pay a fee in lieu of such dedication in order to connect the Existing Home or any new lot created within the Property to the City's culinary water system.

**2.3.1.2.** In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a culinary water main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home (unless such connection is not required as set forth in Section 2.2.1.3 *above*) and the new lot created within the Property to the City's culinary water system. In all such work, Petitioner shall comply with City Code regarding culinary water facilities and connections.

### **2.3.2. Pressurized Irrigation.**

**2.3.2.1.** Petitioner shall be required to provide secondary water shares to the City as required by City Code for the Property. Such shares shall be provided when the Existing Home connects to the pressurized irrigation system or when Petitioner subdivides or develops the Property, whichever comes first. The amount of shares to be provided shall be based on the total acreage of the Property, regardless of any subdivision.

**2.3.2.2.** In the event Petitioner subdivides or develops the Property, Petitioner shall be required to extend a pressurized irrigation main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's pressurized irrigation system. In all such work, Petitioner shall comply with City Code regarding pressurized irrigation facilities and connections.

**2.3.3. Sewer.** Petitioner shall be required to extend a sewer main and/or line and to install, construct, and provide all other facilities within 9600 North, the City Parcel, and the Property required to connect the Existing Home and the new lot created within the Property to the City's sewer system. In all such work, Petitioner shall comply with City Code and any regulation, code, or standard adopted by the Timpanogos Special Service District regarding sewer facilities and connections.

**2.3.4. Stormwater/Storm Drainage.** Petitioner shall provide stormwater facilities, such as storm drain inlets and sumps, in connection with all required street improvements and facilities, including those set forth in Section 2.4 *below*, as required by City Code.

**2.4. Streets and Related Facilities.** Petitioner shall comply with the following obligations related to the improvement, dedication, and construction of street and street facilities:

#### **2.4.1. 9600 North.**

**2.4.1.1.** Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements along the frontage of the Property adjacent to 9600 North (collectively, "9600 Improvements"): sidewalk, park strip, curb, gutter, and the remaining asphalt and road base required for 9600 North to comply with the City's 66-foot, two lane minor collector street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. Petitioner shall also dedicate to the City the areas within the Property required for the 9600 Improvements.

**2.4.1.2.** Petitioner shall complete the 9600 Improvements in connection with the subdivision or development of the Property or within four (4) years from the Effective Date, whichever occurs first.

**2.4.1.3.** In the event that Petitioner fails to timely complete the 9600 Improvements, the City shall, in addition to any other remedy, be entitled to withhold any land use approval related to the Property until Petitioner completes the 9600 Improvements.

**2.4.1.4.** At any time, the City may elect to complete the 9600 Improvements. If the City does so elect, Petitioner shall be responsible to reimburse the City for the City's costs (including administrative, legal, engineering, labor, and material costs) related to the 9600 Improvements upon the City's issuance of a demand for reimbursement, which demand shall describe in reasonable detail the incurred costs. The City may also require such reimbursement in connection with any other fee or charge assessed against or levied upon Petitioner or the Property, and the City may also condition any future approval related to the Property or the Existing Home (including approval of utility connections, building permits, and other land use applications) on Petitioner's payment of such reimbursement costs.

**2.4.2. City Parcel Improvements.** Petitioner shall complete, construct, install, assure, and warranty, according to City Code, the following improvements within the City Parcel and the portion of the Property dedicated to the City described in Section 2.4.3 *below*:

**2.4.2.1.** Petitioner shall provide half-street improvements, consisting of curb, sidewalk, gutter, road base, and asphalt, according to the City Code and the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements, provided that Petitioner shall only be required to provide 20 feet of asphalt in connection with such half-street improvements, rather than the typical 27 feet of asphalt otherwise required by City Code.

**2.4.2.2.** Petitioner shall extend the sidewalk beyond the City Parcel, within the Property, to the south property line of the Property, to align with a future cul-de-sac.

**2.4.3. Petitioner Dedication.** Petitioner shall dedicate to the City an approximately 1.5-foot wide area of the Property south of the existing home on the Property and adjacent to and fronting on the City Parcel, as a public right of way, such that the combined City Parcel and dedicated portion of the Property is able to contain the City's 56-foot standard subdivision street cross-section, set forth in the Highland City Standard Drawings and Design Criteria for Public Improvements and City Code. This dedication and the City Parcel shall be included within any subdivision plat related to the Property in order to dedicate the same as a City-owned public right of way.

**2.5. Lehi Irrigation Ditch.** Petitioner shall work with the Lehi Irrigation Company to pipe or fill the Lehi Irrigation ditch located on the northwest corner of the Property. The decision

of whether to pipe or fill the ditch shall be made by the Lehi Irrigation Company. Petitioner shall complete all work related to the Lehi Irrigation ditch in connection with the improvements to 9600 North, and Petitioner shall be subject to and shall comply with the conditions, timing, and reimbursement terms that apply to 9600 North described in Section 2.4.1 *above*.

**2.6. Waiver of Rights.** By consenting to the conditions of approval of the Annexation and by executing this Agreement, Petitioner waives and releases any right Petitioner may have had to challenge the reasonableness, lawfulness, or appropriateness of the City's requirements regarding the utility, street, and Lehi Irrigation Ditch improvements set forth herein, which right Petitioner may have otherwise had pursuant to Utah Code § 10-9a-703. This includes any claim that the construction of all such improvements and the dedication of any related property were unlawful or unreasonable exactions, pursuant to Utah Code § 10-9a-508, or any challenge to the assessment or payment of impact fees required by this Agreement, pursuant to Utah Code §§ 11-36A-701, -703. Petitioner further agrees that the City may withhold approvals of subdivision plats, building permits, certificate of occupancy, utility connections, and other permits, applications, or licenses, in order to enforce and compel compliance with this Agreement, despite any provision to the contrary under Utah Code §§ 10-9a-509, -603(3)(a), -604.5, -802(2).

**3. Fees.** Petitioner agrees to pay all applicable fees of the City, Timpanogos Special Service District, Lehi Irrigation Company, and any other applicable government entity, as such fees exist on the applicable date when payment is due, including but not limited to utility fees, hookup fees, impact fees, inspection fees, construction and excavation permit fees, and application fees.

**4. Infrastructure Costs and Standards.** Petitioner is required, at Petitioner's sole expense and effort, to construct all infrastructure, project improvements, and system improvements required by this Agreement and City Code and to construct the same in the size, scale, location, magnitude, and capacity required by this Agreement and applicable provisions of the City Code.

## 5. Reserved Legislative Powers.

**5.1.** This Agreement, or any part of this Agreement, will not limit the exercise of the police powers of the City to enact ordinances, standards, or rules regulating development, zoning, subdivision, growth management, transportation, annexation, municipal services, and other land use matters, or to determine the necessity and wisdom of the approval of any legislative matter related to this Agreement, including the Annexation and the zoning of the Property.

**5.2.** Both Parties understand that any legislative action by the City Council, including the approval of this Agreement and the approval of the Annexation, is subject to initiatives, referral, or challenge by individuals or groups of citizens. Petitioner agrees that the City may respond to, approve, or reject any initiative, referral, or challenge as the City deems appropriate in its discretion, guided by the standards in Utah law. Petitioner agrees that the City shall not be found to be in breach of this Agreement due to the City's response to, approval of, or rejection of any initiative, referral, or challenge or due to the success of an initiative, referendum, or challenge, so long as the initiative, referendum, or challenge

relates to any legislative act contemplated or undertaken in connection with this Agreement. In the case of a successful initiative, referendum, or challenge, this Agreement and the approval of the Annexation shall be voided.

**6. Compliance with City Requirements and Standards.** Unless otherwise expressly provided in this Agreement, Petitioner acknowledges that nothing in this Agreement will be deemed to relieve Petitioner from its obligations to comply with all applicable requirements, standards, specifications, drawings, regulations, policies, resolutions, and ordinances of the City for development of the Property and recordation of subdivision plats, including those related to the payment of unpaid fees, the approval of site plans or plats, the approval of building permits and construction permits, the construction and installation of public infrastructure, and the providing of completion and warranty assurances.

**7. Covenants Running with the Land.** The provisions of this Agreement will constitute real covenants, contract and property rights and equitable servitudes, which will run with all of the land subject to this Agreement. The burdens and benefits hereof will bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement, which pertain to the portion of the Property to which the successor holds title.

**8. No Agency, Joint Ventures or Partnership.** City and Petitioner are not agents of each other, and this Agreement creates no agency relationship, joint venture, or partnership between City and Petitioner.

**9. Representations.** The parties represent and warrant that the person signing this Agreement on behalf of each party is authorized to so sign and to bind the party to the obligations set forth herein, and that all steps and procedures required by a party to execute and enter into this Agreement have been completed.

**10. Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

**11. Default and Remedies.** Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party must, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within 30 days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within the 30-day period, the Party receiving such notice must, within the 30-day period, take reasonable steps to commence the cure or remedy of such default or breach, and must continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

**11.1.** Cure or remedy such default or breach, such as proceedings for injunctive relief, to compel specific performance by the Party in default or breach of its obligations, or declaring a material breach by the Party; and/or

**11.2.** In the case of a material uncured breach by Petitioner, the City may change the zoning designation for the Development, as determined by the City Council, or withhold any land use application approval, including the approval of any building permit, certificate of occupancy, or subdivision plat, until the breach is cured. If the remedy of a zone change is pursued, the Petitioner agrees not to contest the City's action to rezone.

## 12. Other Miscellaneous Terms.

**12.1. Certain Meanings.** The singular will include the plural; the masculine gender will include the feminine; "shall" and "will" and "must" are mandatory; "may" is permissive.

**12.2. Severability.** If any provision of this Agreement or application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will continue in full force and effect.

**12.3. Construction.** This Agreement has been reviewed and revised by legal counsel for Petitioner and the City, and no presumption or rule that ambiguities will be construed against the drafting Party will apply to the interpretation or enforcement of this Agreement.

**12.4. Further Assurances, Documents, and Acts.** Each of the parties agrees to cooperate in good faith with the other, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

**12.5. Assignment.** This Agreement, any portion of the Property, and any of the provisions, terms or conditions hereof cannot be assigned or transferred by Petitioner to any other party, individual or entity, without likewise assigning the obligations of the Petitioner under this Agreement to such Party. The rights of the City under this Agreement will not be assigned.

**12.6. Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah.

**12.7. Attorney Fees.** If any Party hereto is required to engage the services of counsel by reason of default of another party, including in connection with the default procedures set forth in Section 11 *above*, the non-defaulting party will be entitled to receive from the defaulting party the non-defaulting party's costs and reasonable attorney's fees, both before and after judgment, including any appeals thereof, and whether or not suit be filed or if the provisions of this Agreement are enforced through arbitration.

**12.8. Mediation.** In the event of a dispute concerning the terms or conditions of this Agreement or arising out of this Agreement the parties may but shall not first be required to seek resolution of the dispute via mediation.

**12.9. Notices.** Any notice, demand or document which any party is required to be in writing, and may be personally delivered or given or made by United States registered or

certified mail, return receipt requested, or by overnight delivery service (e.g., Federal Express), addressed as follows:

To the City:

Highland City  
Attn: Mayor and City Administrator  
5400 W Civic Center Dr. Ste. 1  
Highland, UT 84003

To the Petitioner:

**13. Term.** The term of this Agreement shall be a period commencing on the Effective Date and expiring on December 31, 2070.

~~SIGNATURE PAGES TO FOLLOW~~

IN WITNESS WHEREOF, this Annexation Agreement has been signed by the person duly authorized to execute the same for and on behalf of LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011, and by persons duly authorized to execute the same for and on behalf of Highland City, acting by and through its City Council, as of the Effective Date.

**HIGHLAND CITY**

By: Kurt Ostler

Mayor

*Kurt Ostler*

ATTEST:

By: Stephanie Cottle

City Recorder

*Stephanie Cottle*

STATE OF UTAH )

: ss

County of Utah )

On the 2 day of October, 2024, personally appeared before me, Kurt Ostler, the Mayor of Highland City, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

*Gretchen Homer*  
NOTARY PUBLIC



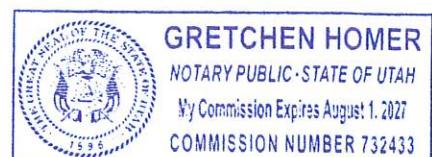
STATE OF UTAH )

: ss

County of Utah )

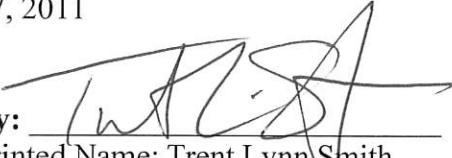
On the 2 day of October, 2024, personally appeared before me, Stephannie Cottle, the City Recorder of Highland City, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.

*Gretchen Homer*  
NOTARY PUBLIC



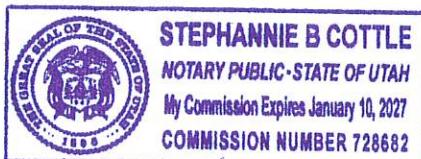
**PETITIONER**

TRENT LYNN SMITH, trustee of the LESCO IRREVOCABLE TRUST DATED FEBRUARY 17, 2011

By:   
Printed Name: Trent Lynn Smith  
Title: Trustee

STATE OF UTAH )  
: ss  
County of UT )

On the 9 day of October, 2024, personally appeared before me, Trent Lynn Smith, the Trustee of Petitioner, the signer of the foregoing instrument, who duly acknowledged to me that they executed the same.



  
NOTARY PUBLIC

**Exhibit A**  
*Legal Description of the Property*

Commencing at a fence intersection East along the Section line 1006.40 feet and South 16.50 feet from the Northwest corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 125.00 feet along a fence line; thence South 392.04 feet; thence West 125.00 feet; thence North 392.04 feet to the point of beginning.

**Area 1.125 AC**

## Exhibit B - Concept Plan





# PLANNING COMMISSION AGENDA REPORT ITEM #3b

---

**DATE:** December 10, 2024  
**TO:** Planning Commission  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SUBJECT:** Text Amendment - Town Center Commercial Setbacks  
**TYPE:** Development Code Update (Legislative)

---

## **PURPOSE:**

The Planning Commission will consider a request from Highland Town Plaza, LP/WPI to amend the maximum setback requirement of the Town Center Commercial Retail District to allow for a pickup/drive thru lane along Town Center Blvd for lot 3 of the Town Center development.

## **STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission consider the proposed amendments, hold a public hearing, and recommend ADOPTION of the proposed amendments.

## **PRIOR REVIEW:**

The Planning Commission last saw this overall project in March 2021, when the Commission reviewed a proposed subdivision and site plan for the development of the Cubby's building on the west side of the Town Center commercial district. That development did not directly address the remaining lot, Lot 3, south of Wendy's.

## **BACKGROUND & SUMMARY OF REQUEST:**

[HDC 3-4713\(5\)\(d\)\(iii\)](#) provides that, for lots within the Town Center Commercial District that do not front onto SR-92, there are maximum setbacks that require buildings to be located within 15 feet of the street, with doorways/entrances no further than 10 feet from the street. Most setbacks the City has are minimum setbacks that limit how close buildings can be to property lines and streets. Highland Town Plaza, LP/WPI is requesting that these maximum setbacks be amended to 25 feet.

The applicant has a tenant that would like to occupy the site (Mo'Bettahs), but requires a pick-up window and lane. In order to facilitate the pick-up lane, and to address traffic flow issues with Wendy's, the applicant is proposing a site plan that locates the building approximately 22 feet from Town Center Blvd, with a pickup lane between the building and Town Center Blvd. To facilitate this site plan, the applicant needs the current maximum setbacks to be amended and increased to 25 feet.

The 15'/10' Town Center Commercial setback requirements do not apply if the property fronts onto SR 92 ("For property with frontage on SR 74 or SR 92 there shall be no maximum setback from any street ...., however a pedestrian connection from the right of way to the building entrance shall be provided."). This exception means that the only other lot within the Town Center Commercial district that the 15'/10' setback could even apply to is Meier's. The other lots (Cubby's building, UPS building, Wendy's) are exempt from the setback regulations because they front onto SR-92. However, Meier's was approved

without complying with or addressing this setback. Accordingly, the 15'/10' maximum setbacks have never been applied to any property within the Town Center District, nor do any of the existing structures meet these setbacks.

On the east side of Town Center Blvd, across the street from Lot 3, is the City's C-1 commercial zone. Unlike the Town Center Commercial district, the C-1 zone does not have the same kind of maximum setbacks that require buildings to be close to streets. Instead, like most zones, the C-1 zone has minimum setbacks found in [HDC 3-4306](#), which require buildings to be setback a minimum of 40 to 80 feet from all streets.

Accordingly, it does not appear to staff that the 15'/10' maximum setback requirements are an essential part of the Town Center Commercial district. The setbacks have never applied to any property. There does not appear to be a unifying vision or goal for the Town Center commercial area advanced by the setbacks, because the adjacent C-1 property on the east side of Town Center Blvd has different setbacks that require buildings to be further away from Town Center Blvd. For these reasons, staff does not have any concerns about modifying and increasing the setback to facilitate development on Lot 3.

In addition to the setback code amendment, the applicant is looking for preliminary feedback on their concept site plan and building elevations/architectural design. Assuming the Commission and Council approve of the adjustment to setbacks, the applicant will be moving forward with preparing a site plan and architectural design package for formal City review. The applicant would like as much feedback as possible as they begin to prepare those detailed, formal plans.

With that site plan, the applicant has indicated that they would be amenable to a stipulation that the pickup lane is not used as a drive through. This way, if the building tenant changes to another business that desires a drive-thru rather than a pick-up lane, the applicant would need to submit an amended site plan for the change. This would allow the City to require additional traffic analyses to ensure that the drive-thru lane would function appropriately without undue impact on traffic flow through the commercial site. This would all be addressed as part of site plan review in the future.

### **STAFF REVIEW & PROPOSED FINDINGS:**

Staff does not have concerns about modifying the Town Center Commercial district setbacks from 15 feet and 10 feet to 25 feet. There does not appear to be any significant impact to the City's vision for the Town Center commercial area by modifying the setbacks, and amending the code will facilitate the development of Lot 3 as desired by the applicant.

Notice of the hearing on the proposed text amendment was published and mailed to affected entities on November 27, 2024. No comments have been received as of the writing of this report.

### **MOTION:**

I move that the Planning Commission recommend ADOPTION of the proposed amendments to section 3-4713 of the Highland Development Code.

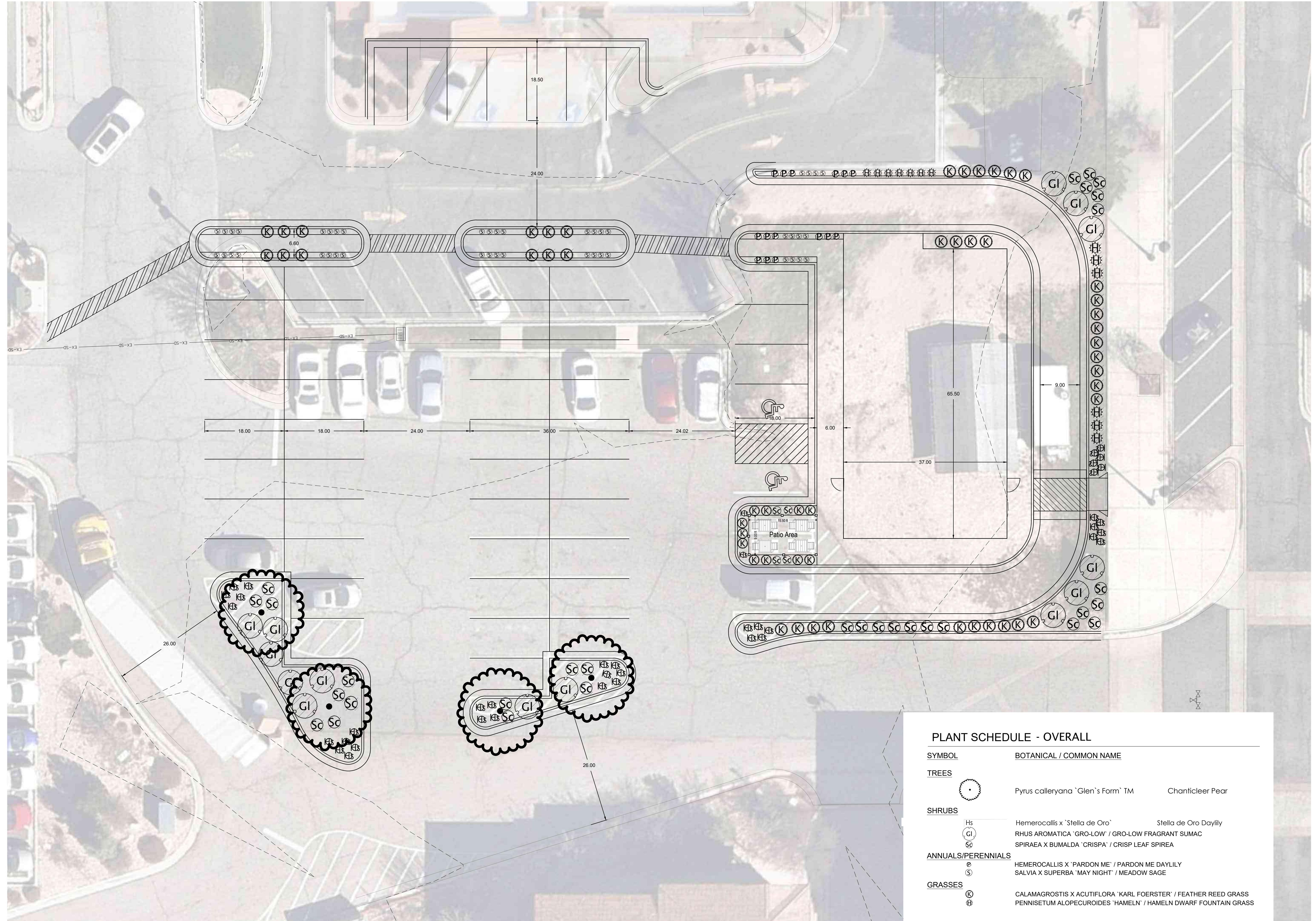
### **ATTACHMENTS:**

1. Text Amendment Narrative and Concept Plans
2. Proposed Text Amendment

## Highland Town Plaza, Lot 3 – Text Amendment Summary

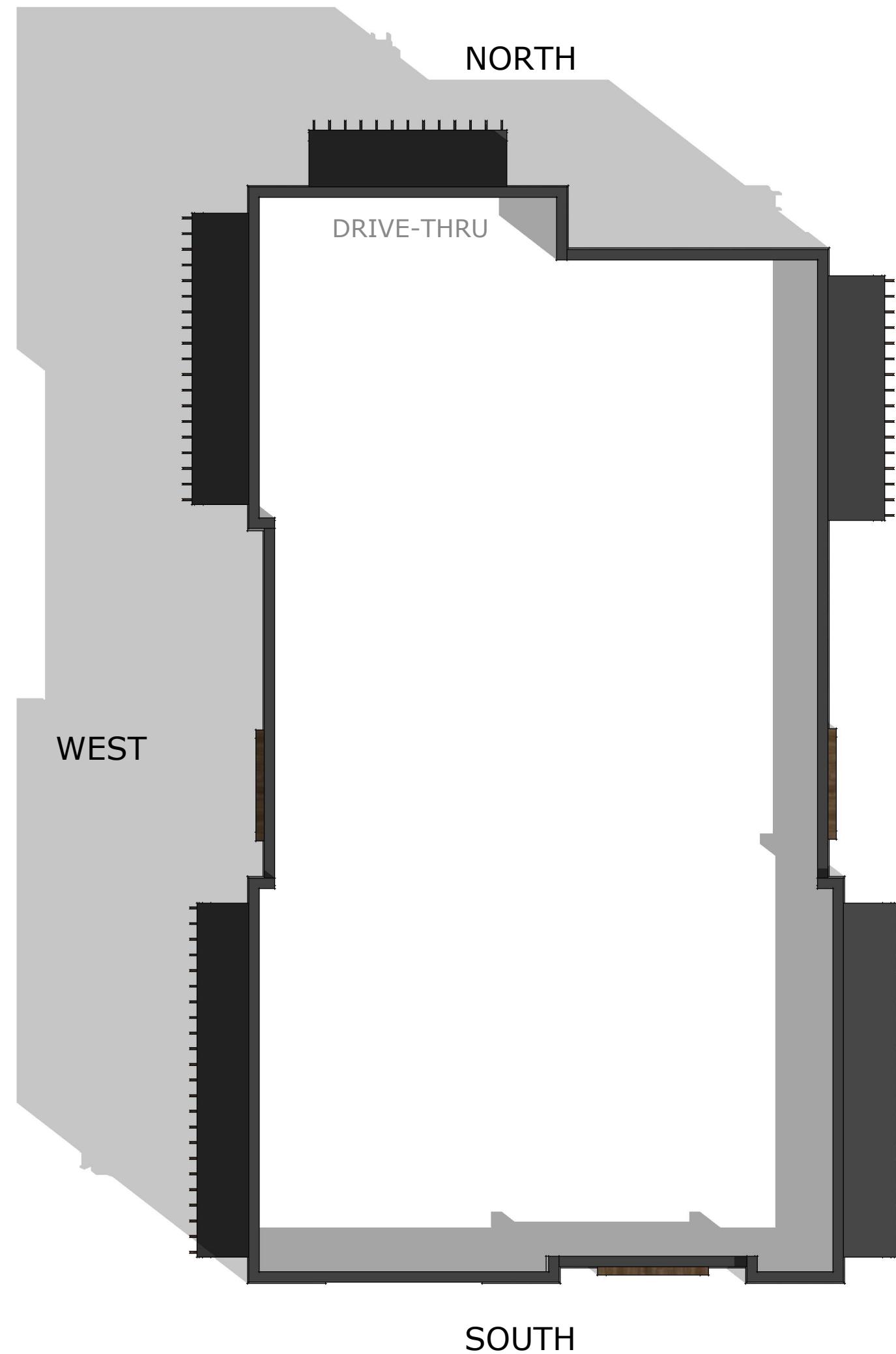
The proposed Text Amendment will increase the maximum setback requirement, from 15 feet to 25 feet, for buildings within the Commercial Retail District fronting Town Center Blvd. This amendment will provide adequate depth to provide an online/preorder pick-up window with drive through access for the restaurant. The Text Amendment maintains pedestrian access from Town Center Boulevard. The site configuration, as shown in the additional concept packet provided, will provide efficient circulation for customers for this and other buildings in the center.





REVISIONS  
1 -  
2 -  
3 -  
4 -  
5 -

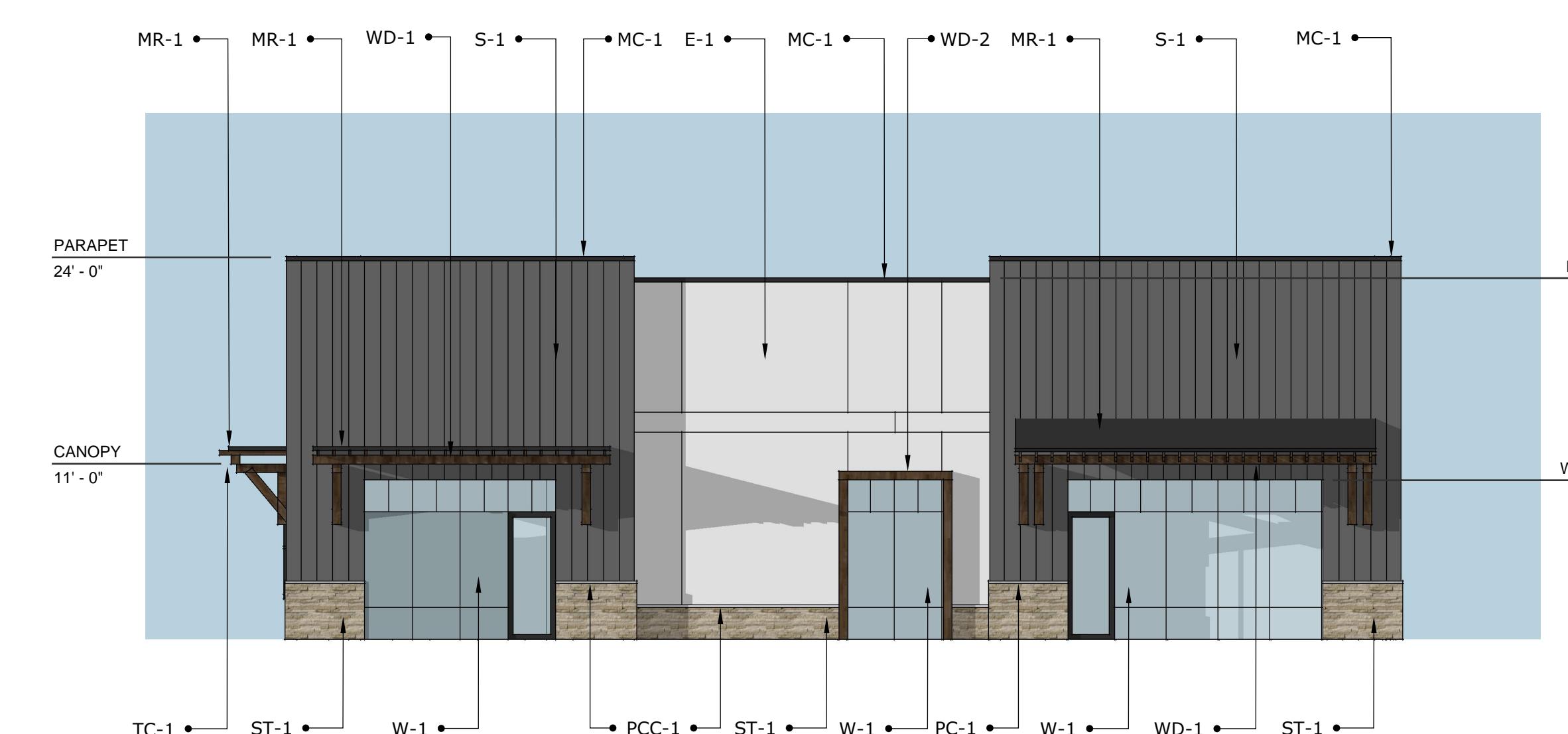
LEI PROJECT #: 2024-0026  
DRAWN BY: BJP  
DESIGNED BY: BTG  
SCALE: 1"=10'  
DATE: 10/05/2024  
SHEET 1



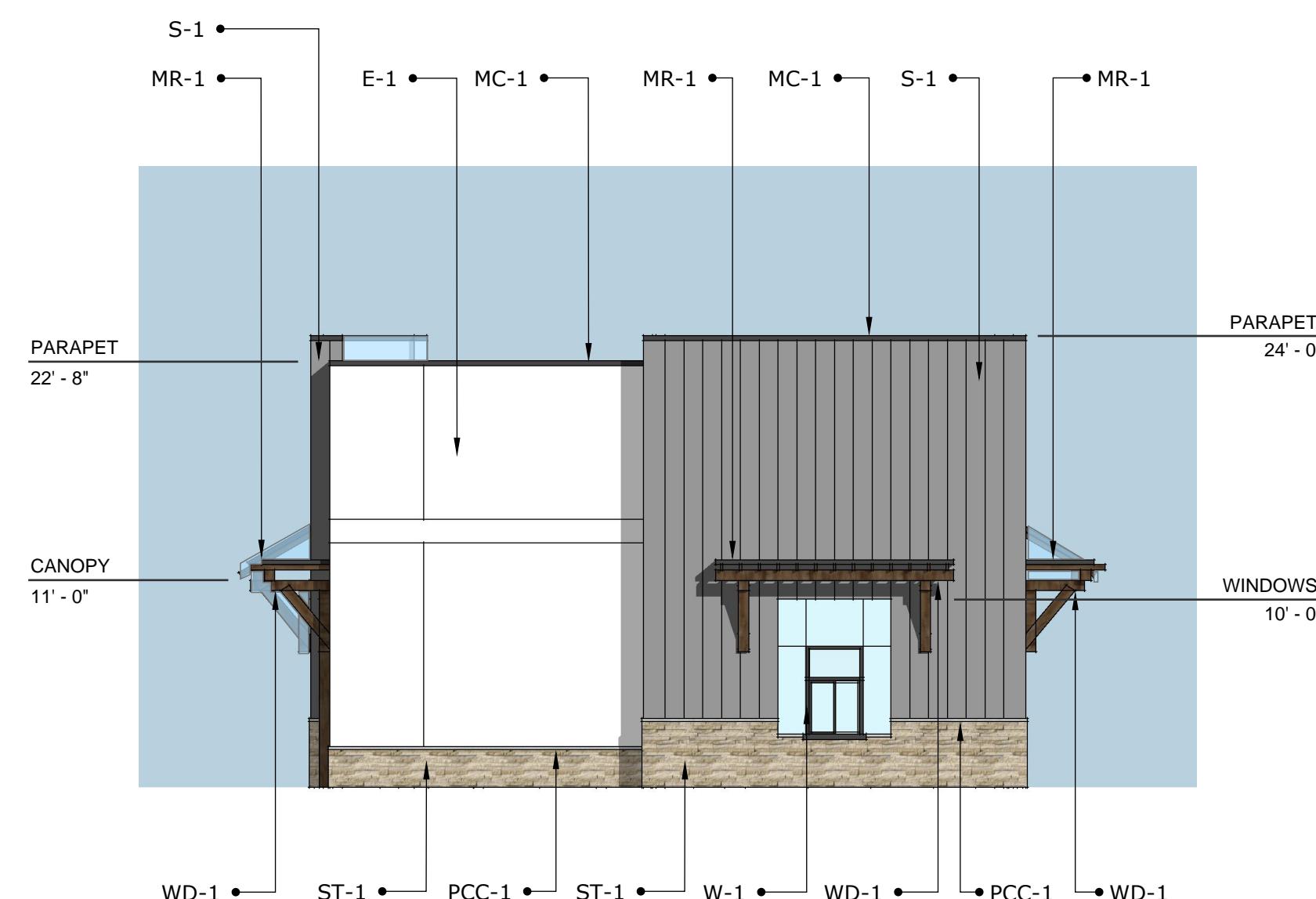
**BUILDING PLAN**  
SCALE: 1/8" = 1'-0"

**FINISH SCHEDULE**

E-1:	EIFS - DRYVIT, SW 7068 GRIZZLE GRAY, SANDPEBBLE FINE
S-1:	PAINTED CEMENTITIOUS PLANK SIDING - SW SMOKY BLUE 7604
ST-1:	MANUFACTURED STONE - CULTURED STONE, PRO-FIT LEDGESTONE, PLATINUM
PCC-1:	PRECAST CONCRETE CAP - NATURAL CONCRETE COLOR
MC-1:	PREFINISHED METAL CAP FLASHING - CMG METALS, MATTE BLACK
WD-1:	WOOD TIMBER CANOPY - STAINED, TO BE SELECTED BY ARCHITECT
WD-2:	WOOD TIMBER TRIM - STAINED, TO BE SELECTED BY ARCHITECT
MR-1:	CORRUGATED METAL ROOF PANEL - MBCI PBC PANEL, CHARCOAL
W-1:	ALUMINUM STOREFRONT SYSTEM - EXTRA DARK BRONZE



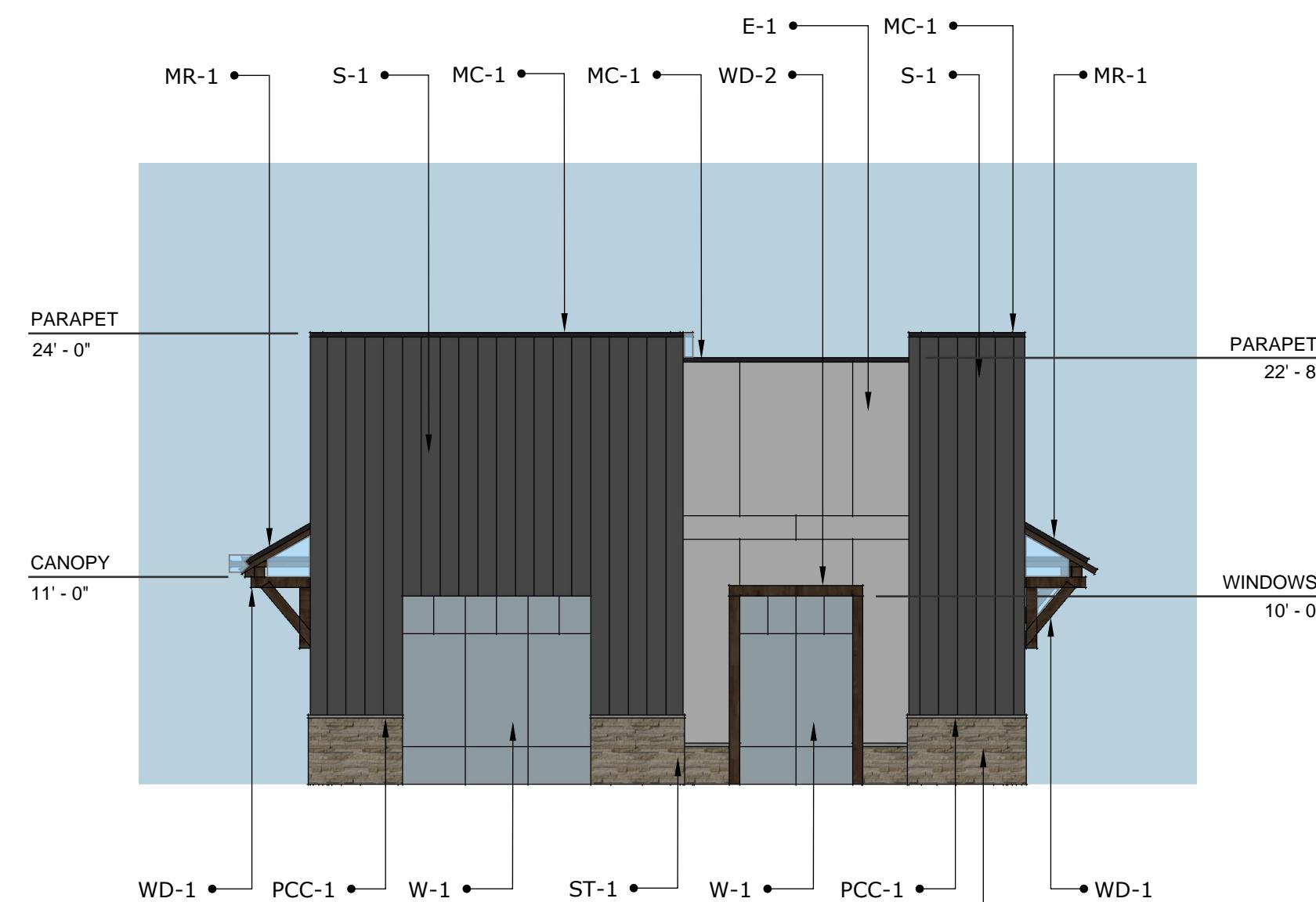
**FRONT ELEVATION (WEST)**  
SCALE: 1/8" = 1'-0"



**LEFT ELEVATION (NORTH)**  
SCALE: 1/8" = 1'-0"



**BACK ELEVATION (EAST)**  
SCALE: 1/8" = 1'-0"



**RIGHT ELEVATION (SOUTH)**  
SCALE: 1/8" = 1'-0"



**HIGHLAND TOWN PLAZA RETAIL (2,500 SF)**  
WPI | HIGHLAND, UTAH

BabcockDesign

Salt Lake City 52 Exchange Place SLC, UT 84111 801.531.1144 | Boise 800 W. Main Street Suite 940 Boise, ID 83702 208.424.7675 | babcockdesign.com

13 NOVEMBER 2024



**NORTHEAST ELEVATION**



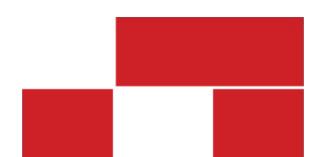
**SOUTHEAST ELEVATION**



**SOUTHWEST ELEVATION**



**NORTHWEST ELEVATION**



## HIGHLAND TOWN PLAZA RETAIL (2,500 SF)

WPI | HIGHLAND, UTAH

BabcockDesign

Salt Lake City 52 Exchange Place SLC, UT 84111 801.531.1144 | Boise 800 W. Main Street Suite 940 Boise, ID 83702 208.424.7675 | babcockdesign.com

13 NOVEMBER 2024

OPTION 1:

Town Center Commercial Retail District.

1. Height. Height shall be measured from curb of the adjacent street to the highest point of a building which may be the top of the cornice or roof ridge. Buildings within the Town Center Commercial Retail District shall be a maximum of forty (40) feet tall as measured from the top of the curb on the closest adjacent public street.
2. Upper floors. Upper floor uses shall not exceed two (2) stories for a total of three (3) stories.
3. Location. Any portion of all buildings within the Commercial Retail District shall be a maximum of fifteen (15) **twenty five (25)** feet from an existing right-of-way, and the building front and front door shall be a maximum of ten (10) **twenty five (25)** feet from Parkway East or Town Center Boulevard except as follows:
  1. For property with frontage on SR 74 or SR 92 there shall be no maximum setback from any street (SR 74, SR 92, Town Center Boulevard and Parkway East), however a pedestrian connection from the right of way to the building entrance shall be provided. Said pedestrian access shall be a minimum of five (5) foot concrete path.

(Ord: #2011-TBD, 02/15/2011)



# PLANNING COMMISSION AGENDA REPORT ITEM #3c

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**DATE:** December 10, 2024  
**TO:** Planning Commission  
**FROM:** Rob Patterson, City Attorney/Planning & Zoning Administrator  
**SUBJECT:** Text Amendment - Lot Combination Zoning Standards  
**TYPE:** Development Code Update (Legislative)

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## **PURPOSE:**

The Planning Commission will consider a request from staff to amend the City's lot combination code to allow the City to treat approved combinations of property as a single property for zoning purposes.

## **STAFF RECOMMENDATION:**

Staff recommends that the Planning Commission consider the proposed amendments, hold a public hearing, and recommend ADOPTION of the proposed amendments.

## **PRIOR REVIEW:**

In 2022, the Utah State legislature amended state law to give municipalities the option to exclude the combination of lots from subdivision plat amendments. This meant that a property owner could combine their properties into a single property without going through the more expensive and lengthier subdivision plat amendment process. On June 28, 2022, the Planning Commission considered and recommended adoption of a Development Code amendment that would authorize City staff to approve lot combinations without a plat amendment. The City Council adopted the recommended amendments on July 5, 2022, and the code is now found at [HDC 5-7-104 Lot or Parcel Combination](#).

## **BACKGROUND & SUMMARY OF REQUEST:**

Since 2022, City staff have approved several lot/parcel combinations pursuant to the 2022 amendments. Most of these are combinations of property where the resident purchased a small piece of open space property from the City adjacent to their lot, and then wanted to combine that open space property with their lot. Combining property has several benefits for residents:

- The property becomes larger, which is relevant for accessory structure coverage requirements
- The setback lines are shifted further out to correspond with the new, combined property lines
- Tax notices are combined, so property owners do not have two different property tax bills
- Structures can be built on the open space parcel, which would not be otherwise permitted because the parcel was not a subdivided, legal zoning lot

When a lot combination is approved, there is a notice of combination and city approval that is filed with the Utah County recorder's office. The notice of approval contains legal descriptions of the original properties and a new legal description of the combined property. The residents have to pay for the surveying costs to prepare the new legal description of the combined property. Several of these notices have been approved and filed. However, the Utah County recorder's office does not allow these notices

to operate to actually combine the properties in the County property records.

In other words, while the City has approved the combination per state law, the County will not recognize the combination without a plat amendment. Accordingly, the original property lines remain. City staff have attempted to resolve this issue with the County recorder on several occasions. Both the current and prior planner have explained the relevant state laws, but the County recorder still refuses to remove/adjust property lines without a plat amendment. Preparing an amended plat is often 10x as expensive as having a survey of property done to prepare a legal description.

As staff has not made progress in convincing the County recorder to allow combinations without a plat amendment, staff is proposing an amendment to the City's development code that will at least allow City staff to treat properties that have been combined (per the City) as a single property for all zoning purposes (setbacks, lot coverage, lot size, etc.). This will give residents many of the benefits of a combined property, even if the County does not recognize it. We will also continue to inform residents that if they wish to remove the property line from their property, they need to prepare an amended plat due to the County's requirements. The proposed amendments do the following:

1. Property for which a lot combination has been approved will be treated as a single, combined property for City zoning purposes
2. Approval of a lot combination does not affect any easements or restrictions on the property
3. Approval of a lot combination extends any restrictions applicable to one of the properties to be applied to the entire combined property. So if a lot had a restriction on buildable area or fencing location, the addition of new property to that lot would not alter those restrictions.
4. Approved combinations do not limit the effect of building and fire codes

#### **STAFF REVIEW & PROPOSED FINDINGS:**

Staff believes that the proposed amendments will allow those Highland residents that own adjacent properties to be enabled to effectively combine properties without needing to go through an expensive plat amendment process. The proposed amendments also conform to state law, which allows for properties to be combined without a plat amendment.

Notice of the hearing on the proposed text amendment was published and mailed to affected entities on November 27, 2024. No comments have been received as of the writing of this report.

#### **MOTION:**

I move that the Planning Commission recommend ADOPTION of the proposed amendments to section 5-7-104 of the Highland Development Code. [Commission may specify additional or different amendments]

#### **ATTACHMENTS:**

1. Proposed Text Amendment
2. County Correspondence Re Combinations

## **5-7-104 Lot Or Parcel Combination**

1. Application Required. A lot or parcel combination shall be submitted to the City for review and approval. Application for a lot or parcel combination shall be made by the property owner or a duly authorized agent and a filing fee shall be charged and collected at the time of application submittal on forms obtained from the Zoning Administrator with any additional information deemed necessary to understand the application.
2. Zoning Administrator Review.
  - a. The Zoning Administrator shall act as the land use authority and review all the documents to determine if they are complete, and that they and the new lots or parcels created by the combination comply with all the requirements set forth in the Development Code, and the application does not seek to create any new lot or parcel, affect any property not owned by the applicant, or alter an existing plat of record in a way that requires a plat amendment.
  - b. If the Zoning Administrator determines that documents are complete and the requested property line elimination complies with the standards set forth above, the Zoning Administrator shall approve the application.
  - c. If the Zoning Administrator determines that the requested property line elimination does not comply with the standards set forth above, the Zoning Administrator shall deny the application. If the Zoning Administrator denies the application, the Zoning Administer shall describe the specific deficiencies or additional information that is required to approve the application and state that, upon correction of the deficiencies, the application will be approved.
  - d. The Zoning Administrator shall complete their review of the application within 14 days after the day on which the applicant submits the application and shall notify the applicant in writing regarding the decision.
  - e. The applicant may appeal the Zoning Administrator's decision to the City Council.
3. Recording. After approval, the applicant shall:
  - a. Prepare a Notice of Approval which:
    - i. Contains an acknowledgment signed by the party executing the Notice as required by State law for real property; and

- ii. Recites the description of both the original parcels and the lot or parcel created by the lot or parcel combination; and
  - iii. Is executed by the owner and the Zoning Administrator.
- b. Record the Notice of Approval; and
- c. Provide the Zoning Administrator with a recorded copy of the Notice of Approval

4. A lot or parcel combination does not constitute a land use or zoning approval, unless expressly approved as such by the City. Documents recorded as part of a lot or parcel combination do not modify any existing easement or public right of way, nor do they waive or modify any requirement to comply with all zoning and other land use regulations.

#### 5. Effect of Notice of Approval.

- a. Property for which a Notice of Approval of a lot or parcel combination has been approved and recorded pursuant to this section shall be treated as a single, combined lot or parcel for all purposes under this Code, including the following:
  - i. The property line to which setbacks may be measured shall be the property line of the combined property furthest from the structure; and
  - ii. Property coverage regulations shall be calculated based upon the size of the combined property.
- b. The approval and recording of a Notice of Approval of a lot or parcel combination does not affect any public utility easements, municipal utility easements, or other easements or the applicability of plat notes or other restrictions that may apply to any of the properties that are the subject of the Notice of Approval.
- c. Unless otherwise approved by the Zoning Administrator in writing, any restriction applicable to one of the properties being combined shall apply to the entire combined property upon the approval and recording of a Notice of Approval of a lot or parcel combination.
- d. The approval and recording of a Notice of Approval of a lot or parcel combination does not affect the applicability of any building or fire code regulations.

## Rob Patterson

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**From:** Nikol Larsen <NikolL@utahcounty.gov>  
**Sent:** Monday, November 18, 2024 11:29 AM  
**To:** Rob Patterson  
**Cc:** Stephannie Cottle  
**Subject:** RE: Lot & Parcel Combinations

Rob & Stephannie,

Thank you for this information. Two things that I have discussed with my supervisors is that a parcel can only be combined with a conveying document such as the [Shaw's parcel](#). If the owners want to have their properties combined to just one tax number, they will need to do some kind of conveying document. If the owners would like to have the lots have no lines between the two parcels and look like one lot, they will need to do an amended plat of the subdivision.

I hope that this answers your questions and concerns. If not, feel free to contact me.

Thanks!

Nikol Larsen  
GIS Cadastral Tech  
100 East Center Street Rm 1300  
Provo, UT 84606  
801.851.8331  
[nikoll@utahcounty.gov](mailto:nikoll@utahcounty.gov)



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**From:** Rob Patterson <rpatterson@highlandut.gov>  
**Sent:** Monday, November 18, 2024 10:17 AM  
**To:** Nikol Larsen <NikolL@utahcounty.gov>  
**Cc:** Stephannie Cottle <scottle@highlandut.gov>  
**Subject:** Lot & Parcel Combinations

Nikol,

Thanks again for all your help with our recent subdivisions and annexation issues. I wanted to reach out regarding a different topic. The City has sold some small parcels of ground throughout the City to residents, and the residents in turn want to combine those parcels with their subdivided lots to expand their property and have greater flexibility on city zoning setback requirements. As we read state law, the City can approve combinations of property in common ownership without requiring a subdivision plat amendment. We have been following the approval process set out in UCA 10-9a-608(5), and we have recorded a few parcel combination approvals under our understanding of that process.

I was reviewing the recorded combination approvals, and it does not look like any of these properties have

been combined as per the county parcel map. My questions are whether the County will combine these properties without an amended plat and whether there is something else you need from the City to accomplish that. I believe the City's previous planner, Kellie, discussed this issue with your office, and I am not sure what the consensus was.

In reviewing our notices of approval and the code, it seems like maybe we are just missing the recording of a deed with the new description. Below are the code references we have been relying on. I think we may have thought that the notice of approval in the document from the property owners would have been sufficient. Do we need the owners to execute a new deed with the description of the property as combined?

Appreciate any insight you can give on this. If there is something more we need to put into our approval documents, or something else (like a deed) that the County needs to combine these properties, we would be happy to update our process and let the property owners know.

UCA 10-9a-601(4): A legislative body may adopt a land use regulation that specifies that combining lots does not require a subdivision plat amendment.

UCA 10-9a-523(2)

- (2) To make a lot line adjustment, a property owner shall:
  - (a) obtain approval of the boundary adjustment under Section 10-9a-608;
  - (b) execute a boundary adjustment through:
    - (i) a quitclaim deed; or
    - (ii) a boundary line agreement under Section 10-9a-524; and
  - (c) record the quitclaim deed or boundary line agreement described in Subsection (2)(b) in the office of the county recorder of the county in which each property is located.

UCA 10-9a-608(5):

- (a) The owners of record of adjoining properties where one or more of the properties is a lot may exchange title to portions of those properties if the exchange of title is approved by the land use authority as a lot line adjustment in accordance with Subsection (5)(b).
- (b) The land use authority shall approve a lot line adjustment under Subsection (5)(a) if the exchange of title will not result in a violation of any land use ordinance.
- (c) If a lot line adjustment is approved under Subsection (5)(b):
  - (i) a notice of lot line adjustment approval shall be recorded in the office of the county recorder which:
    - (A) is approved by the land use authority; and
    - (B) recites the legal descriptions of both the original properties and the properties resulting from the exchange of title; and
  - (ii) a document of conveyance shall be recorded in the office of the county recorder.
- (d) A notice of approval recorded under this Subsection (5) does not act as a conveyance of title to real property and is not required in order to record a document conveying title to real property.

UCA 10-9a-103(38)

- (a) "Lot line adjustment" means a relocation of a lot line boundary between adjoining lots or between a lot and adjoining parcels in accordance with Section 10-9a-608:
  - (i) whether or not the lots are located in the same subdivision; and
  - (ii) with the consent of the owners of record.
- (b) "Lot line adjustment" does not mean a new boundary line that:
  - (i) creates an additional lot; or
  - (ii) constitutes a subdivision or a subdivision amendment.

UCA 10-9a-103(68)

- (c) "Subdivision" does not include: ...

- ...
- (iii) a recorded document, executed by the owner of record:
  - (A) revising the legal descriptions of multiple parcels into one legal description encompassing all such parcels; or
  - (B) joining a lot to a parcel;
- ...
- (vii) a lot line adjustment;

**UCA 10-9a-103(69)**

- (a) "Subdivision amendment" means an amendment to a recorded subdivision in accordance with Section 10-9a-608 that:
  - (i) vacates all or a portion of the subdivision;
  - (ii) alters the outside boundary of the subdivision;
  - (iii) changes the number of lots within the subdivision;
  - (iv) alters a public right-of-way, a public easement, or public infrastructure within the subdivision; or
  - (v) alters a common area or other common amenity within the subdivision.
- (b) "Subdivision amendment" does not include a lot line adjustment, between a single lot and an adjoining lot or parcel, that alters the outside boundary of the subdivision.

[Highland Development Code 5-7-104 \(Ordinance 2022-07\)](#) – Highland City ordinance authorizing the City's Zoning Administrator to approve of lot/parcel combinations without a plat amendment.

**Rob Patterson**

City Attorney

Planning & Zoning Administrator

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801.772.4506



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