#### BOUNTIFUL CITY PLANNING COMMISSION AGENDA TUESDAY, JUNE 17, 2025 6:30 P.M.



**Notice is hereby given** that the Bountiful City Planning Commission will hold a meeting in the Council Chambers, Bountiful City Hall, located at 795 South Main Street, Bountiful, Utah, 84010, on the date and time provided. The public is invited to attend.

- 1. Welcome
- 2. Meeting Minutes from May 20, 2025
  - Review
  - Action
- Conditional Use Permit for a Vehicle Service Emissions Testing Center at 416 West 500 South
  - Review
  - Public Hearing
  - Action
- 4. Final Architectural & Site Plan for a Vehicle Service Emissions Testing Center at 416 West 500 South
  - Review
  - Recommendation
- 5. Final Architectural & Site Plan for Personal Service Pet Grooming at 515 West 500 South
  - Review
  - Recommendation
- 6. Final Architectural & Site Plan for Hidden Gardens Mixed-Use Development at 2122 Orchard Drive
  - Review
  - Recommendation

- 7. Amended Zoning Development Plan for Hidden Gardens Project at 2122 Orchard Drive
  - Review
  - Public Hearing
  - Recommendation
- 8. Final Architectural & Site Plan for Towne Place Suites Hotel at 630 North 500 West
  - Review
  - Recommendation
- 9. Land Use Code Text Amendment for Single-Family Residential Accessory Structure Building Height
  - Review
  - Public Hearing
  - Recommendation

#### 10. Land Use Code Text Amendment for Boundary Adjustment Process

- Review
- Public Hearing
- Recommendation
- 11. Planning Director's report, update, and miscellaneous items

12. Adjourn

1 2 3 4	<b>DRAFT</b> Minutes of the BOUNTIFUL CITY PLANNING COMMISSION Tuesday, May 20, 2025 – 6:30 p.m.							
5 6	Official notice of the Planning Commission Meeting was given by posting an agenda at City Hall, and on the Bountiful City Website and the Utah Public Notice Website.							
7 8 9 10	<u>City Council Chambers</u> 795 South Main Street, Bountiful, Utah 84010							
11 12 13	Present:	Planning Commission	Chair Lynn Jacobs, Krissy Gilmore, Beverly Ward, and Jim Clark					
14 15 16 17 18		Planning Director City Engineer City Attorney Recording Secretary	Francisco Astorga Lloyd Cheney Bradley Jeppson Sam Harris					
19 20	Excused:	Planning Commission	Sean Monson, Richard Higginson, and Alan Bott					
21 22 23		Senior Planner Assistant Planner	Amber Corbridge DeAnne Morgan					
24 25	1. <u>Welcom</u>	<u>e</u>						
26 27	Chair Jacobs	s called the meeting to order a	at 6:30 p.m. and welcomed everyone.					
28 29	2. <u>Meeting</u>	Minutes from March 04, 2	<u>025</u>					
30 31 32 33	Ward second Ward, and C	led the motion. The motion w lark voting "aye."	rove the minutes from March 04, 2025. Commissioner vas approved with Commissioners Jacobs, Gilmore,					
34 35		e Adjustment at 965 Barton						
36 37 38	Planning Dir in the packet		tem on behalf of Assistant Planner Morgan as outlined					
39 40 41 42	Chair Jacobs asked how the Boundary Adjustments will be handled moving forward. Planning Director Astorga explained that the land use authority has not been designated but reviewing and approving Boundary Adjustments will be handled by Staff.							
43 44 45		er Ward commented stating t y it is proposed.	that the properties' landscaping looks like it is supposed					

- 46 Chair Jacobs opened the Public Hearing at 6:36 p.m. Chair Jacobs closed the Public Hearing at
- 47 6:36p.m.
- 48
- 49 Commissioner Ward motioned to forward a positive recommendation to City Council.
- 50 Commissioner Clark seconded the motion. The motion was approved with Commissioners
- 51 Jacobs, Gilmore, Ward, and Clark voting "aye."
- 52

# 53 4. <u>Variance for Non-Complying Sign at 390 North 500 West</u> 54

- Planning Director Astorga presented the item on behalf of Assistant Planner Morgan as outlinedin the packet.
- 57

58 City Engineer Cheney stated that this property already has an impact from UDOT, and that this 59 Variance is a reasonable request.

- 60
- 61 Chair Jacobs asked if the applicant is replacing the sign with a new sign or moving the existing 62 sign. Planning Director Astorga confirmed that it is moving of the existing sign.
- 63

64 Commissioner Ward asked who will be responsible for paying for the sign to be moved. Planning
65 Director Astorga stated that the property owner will be responsible for paying for the sign to be
66 moved but that UDOT will do a "cost to cure".

- 6768 Commissioner Ward asked about the measurements of the pole of the sign. Planning Director
- 69 Astorga stated that his measurement was an estimated guess.
- Chair Jacobs opened the Public Hearing at 6:48 p.m. Chair Jacobs closed the Public Hearing at6:48 p.m.
- 73
  74 Commissioner Gilmore motioned to approve. Commissioner Clark seconded the motion. The
  75 motion was approved with Commissioners Jacobs, Gilmore, Ward, and Clark voting "aye."
- 76 77

70

# 5. <u>Planning Director's Report/Update</u>

- 78
- Planning Director Astorga asked the Commission to save the date October 8 and 9, 2025 for the
  Utah APA Local Conference. The Planning Department will pay for the registration for the
  conference.
- 82

Planning Director Astorga mentioned that Jim Clark's term ends in July 2025 as well as a couple
in 2026 and 2027.

- 86 **6. <u>Adjourn</u>**
- 87
- 88 Chair Jacobs adjourned the meeting at 6:55 p.m.

# **Planning Commission Staff Report**

Subject:	<b>Conditional Use Permit and Final</b>		
	Architectural and Site Plan for Vehicle		
	Services at 416 West 500 South Suite C		
Author:	Amber Corbridge, Senior Planner		
Date:	June 17, 2025		



#### **Background**

The applicant, Herbert Bornholdt, with *Bountiful Emissions LLC*, is requesting (with owner *LaSalle YI LLC* consent) both **1) Conditional Use permit (CUP)** and **2) Final Architectural Site Plan Approval** to operate vehicle services at 416 West 500 South, Suite C. The property is zoned C-G (General Commercial) where this proposed use, vehicle services, is listed as conditional use (§14-6-103). Currently, the property includes parking and structures for a bicycle shop, drive-through coffee shop, and barbershop, as shown below in Figure 1, below. Previously, Suite C was for a vehicle glass and mirror sales and repair shop, *Valley Glass Bountiful*. This proposed use is considered a change of use, and requires Site Plan Approval (Land Use Code §14-6-111). There are no proposed changes to the building or site.



Figure 1. Aerial of 416 W 500 S, Existing and Proposed Businesses, Basemap from Nearmap, April 2025

### <u>Analysis</u>

#### **Conditional Use Standards**

The Planning Commission shall consider how the proposed use 1) relates to the surrounding uses, 2) impacts the existing surrounding developments, and 3) appropriate buffering of uses and buildings, proper parking and traffic circulation, and the use of building materials and landscaping, which are in harmony with the area (see <u>Code §14-2-506.C</u>).

The proposed use would fit in with the surrounding properties along 500 South. This area has diverse zoning and uses, as shown in Figure 2, below. The property to the east is also zoned General Commercial and includes uses such as vehicle sales and services, medical offices, and a fast-food restaurant. The property across the street to the south is zoned General and Heavy Commercial and used for retail and personal services. The properties to the west are zoned Heavy Commercial and include a title loan business, professional services, and fast-food restaurants.

The proposed use has similar operations to the previous use, working with vehicles, but with less impact than vehicle repair as it is emissions testing with parts replacements, only. All services and storage of equipment will occur indoors. The attached photos and floorplan show the existing bay service doors, shop area, and office.



Figure 2. Current Zoning Map of 416 W 500 S and Vicinity, 2025

### Architectural and Site Plan Review

The Planning Commission shall determine if the proposed architectural and site development plans submitted are consistent with the purpose and objectives of the Code (<u>14-2-301</u>). The purpose of the architectural and site plan review and approval process is:

- 1. To determine compliance with the Land Use Code
- 2. To promote the orderly and safe development of land in the City
- 3. To implement the policies and goals established in the Bountiful City General Plan
- 4. To promote the orderly layout of buildings, landscaping, walkways, lighting, and other site improvements.

The proposed use will occupy a vacant unit of a commercial building along 500 South and adding services to the site will benefit other surrounding businesses and meet the goals and objectives of the General Plan to attract commercial development.

Existing developments, such as this site, require a lesser review when the proposal meets (<u>14-2-304.B</u>):

- 1. The site is an existing development.
- 2. The change of use does not include significant work including additions, remodels, structure modifications, etc.
- 3. The intensity of the use is comparable or less to the former use in terms of parking, screening, utility capacity, etc.

The architectural and site plans have been reviewed by staff, where the intensity of the use is the same as the former use and does not impact the site's setbacks, height, landscaping, screening, parking, loading, lighting, and all other applicable standards. The existing structure is approximately 7,454 square feet and where 38 parking spaces are required for general business, retail and services providing customer service. The existing site has a total of 68 shared parking spaces between all uses (fast food restaurant and general retail/business); however, the minimum parking required to meet current standards is 98 stalls and is considered nonconforming. There are no proposed changes to the building and site. The plans for the proposed use and development meet department review comments.

Because the site has frontage on the UDOT system and the proposal includes a site plan review by the local authority, the applicant must also complete UDOT's Conditional Access Permit review process.

#### **Department Review**

This staff report was written by the Senior Planner and was reviewed by the City Engineer and Planning Director.

#### **Significant Impacts**

There are no significant impacts.

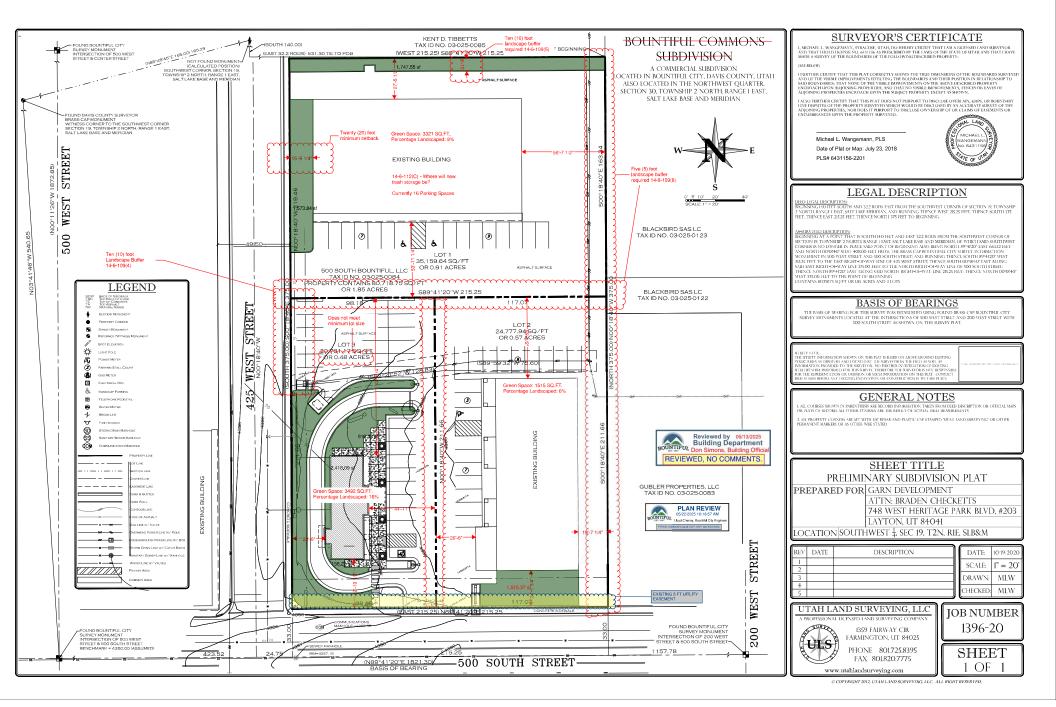
#### **Recommendation**

Staff recommends that the Planning Commission review the application, hold a public hearing, and approve the Conditional Use Permit (CUP) for vehicle services at 416 West 500 South, subject to obtaining Final Architectural and Site Plan approval.

Staff recommends that the Planning Commission review the Final Architectural and Site Plan application at 416 West 500 South and forward a positive recommendation to the City Council, subject to UDOT approval.

#### **Attachments**

- 1. Site Plan with Staff Review Comments
- 2. Existing Site and Building Photos
- 3. Floor Plan
- 4. Statement of Intent





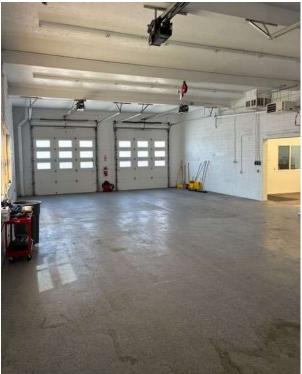
















#### **Statement of Intent**

#### NO PHYSICAL CHANGES WILL BE MADE TO THE SITE OR INTERIOR OF THE SPACE.

The intent of this application is to seek approval from the Bountiful City Counsel to change the use of the existing "Valley Glass" space form an automobile glass replacement business to an automobile emission testing business

Bountiful Emissions will be replacing the existing "Valley Glass" Tenant at 416 W. 500 S. Suite #C, Bountiful.

Bountiful Emissions will be conducting business as an automobile emission testing center. In addition to emission testing, we will provide vehicle inspections, battery testing and replacement, gas cap inspection and replacement, wiper blade replacement and engine and cab filter inspection and replacement.

#### How does the proposed project fit with the surrounding properties and uses?

Bountiful Emissions will be an excellent addition to the business complex. The space was originally designed for "Automobile Service". As an emission testing service, Bountiful City will experience a clean, professional place of business that will be inviting to the public and a pleasant building to pass by. There will be no oil/grease or debris of any kind. The only trash generated would be that equal to 2 small trash bags per day. Other than mail and parcel service, there will be no large deliveries to the location.

#### In what ways does the project not fit with the surrounding properties and uses?

Bountiful Emissions will be the only dedicated emission testing service. There is a 'Jiffy Lube" across the street that offers testing, but it is a secondary service to their lube business. We share a parking lot with different business uses such as StarBucks Coffee, Show and Tell Audio/Visual, a Barbershop and Gutheries Bicycles. We are a different business.

#### What will you do to mitigate the potential conflicts with surrounding properties and uses?

Bountiful Emissions will be very flexible and accommodating when it comes to conflicts with our neighbors. We have already approached some of our closest neighbors and introduced ourselves and explained the type of business we will be providing. The response has been very positive, it has been stated that emission testing is a perfect use of the space.





# **Planning Commission Staff Report**

Subject:	Final Architectural and Site Plan for Personal		
	Services at 515 West 500 South		
Author:	Amber Corbridge, Senior Planner		
Date:	June 17, 2025		



### **Background**

The applicant, Tom Longaker, with *NAI Premier*, is requesting (with owner *Bountiful Pointe*, *LLC* consent) **Final Architectural Site Plan Approval** to operate personal services for a pet grooming business at 515 West 500 South. The property is zoned C-H (Heavy Commercial) where this proposed use, pet grooming, a sub-category of personal service, is listed as a permitted use (§14-6-103). Currently, the property includes parking and a structure for *Fed Ex, Universal Computers*, and 1<sup>st</sup> Choice Money Center. Previously, Unit 4 was for a software company, *i5 Services*. This proposed use is considered a change of use, and requires Site Plan Approval (Land Use Code §14-6-111). There are no proposed changes to the building or site.



Figure 1. Aerial of 515 W 500 S, Existing and Proposed Businesses, Basemap from Nearmap, April 2025

# <u>Analysis</u>

### Architectural and Site Plan Review

The Planning Commission shall determine if the proposed architectural and site development plans submitted are consistent with the purpose and objectives of the Code (<u>14-2-301</u>). The purpose of the architectural and site plan review and approval process is:

1. To determine compliance with the Land Use Code

- 2. To promote the orderly and safe development of land in the City
- 3. To implement the policies and goals established in the Bountiful City General Plan
- 4. To promote the orderly layout of buildings, landscaping, walkways, lighting, and other site improvements.

The proposed use will occupy a vacant unit of a commercial building along 500 South and adding personal services to the site will benefit other surrounding businesses and meet the goals and objectives of the General Plan to attract commercial development.

Existing developments, such as this site, require a lesser review when the proposal meets (<u>14-2-304.B</u>):

- 1. The site is an existing development.
- 2. The change of use does not include significant work including additions, remodels, structure modifications, etc.
- 3. The intensity of the use is comparable or less to the former use in terms of parking, screening, utility capacity, etc.

The architectural and site plans have been reviewed by staff, where the intensity of the use is the same as before and does not impact the site's setbacks, height, landscaping, screening, parking, loading, lighting, and all other applicable standards. The existing structure is approximately 8,300 square feet and the site includes 41 parking spaces, which meets the parking standards for general business, retail and services providing customer service. Additionally, there are no proposed changes to the building and site. The plans for the proposed use and development meet department review comments.

Because the site has frontage on the UDOT system and the proposal includes a site plan review by the local authority, the applicant must also complete UDOT's Conditional Access Permit review process.

#### **Department Review**

This staff report was written by the Senior Planner and was reviewed by the City Engineer and Planning Director.

#### Significant Impacts

There are no significant impacts.

#### **Recommendation**

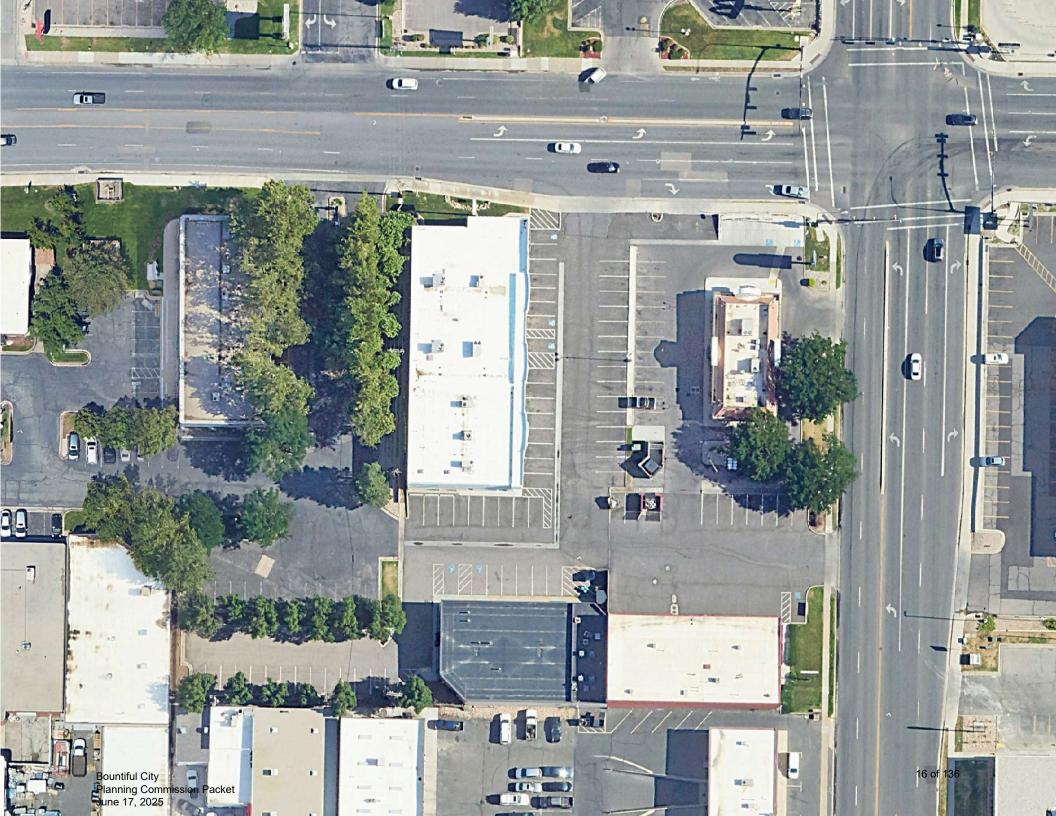
Staff recommends that the Planning Commission review the Final Architectural and Site Plan application for at 515 West 500 South for pet grooming personal service and forward a positive recommendation to the City Council, subject to UDOT approval.

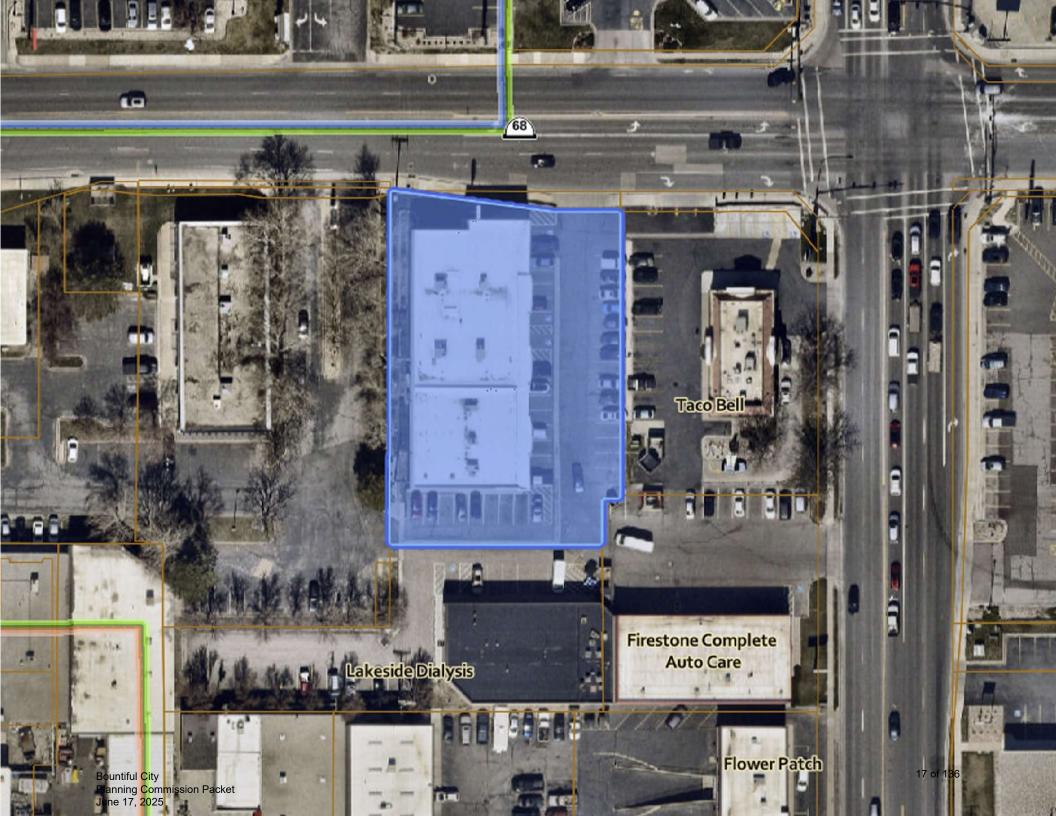
#### **Attachments**

- 1. Site Plan and Aerial Photos
- 2. Floor Plan
- 3. Existing Site and Building Photos
- 4. Statement of Intent



r. 12 25 1 1







### **BOUNTIFUL POINTE**

# **Neighborhood Shopping Center**



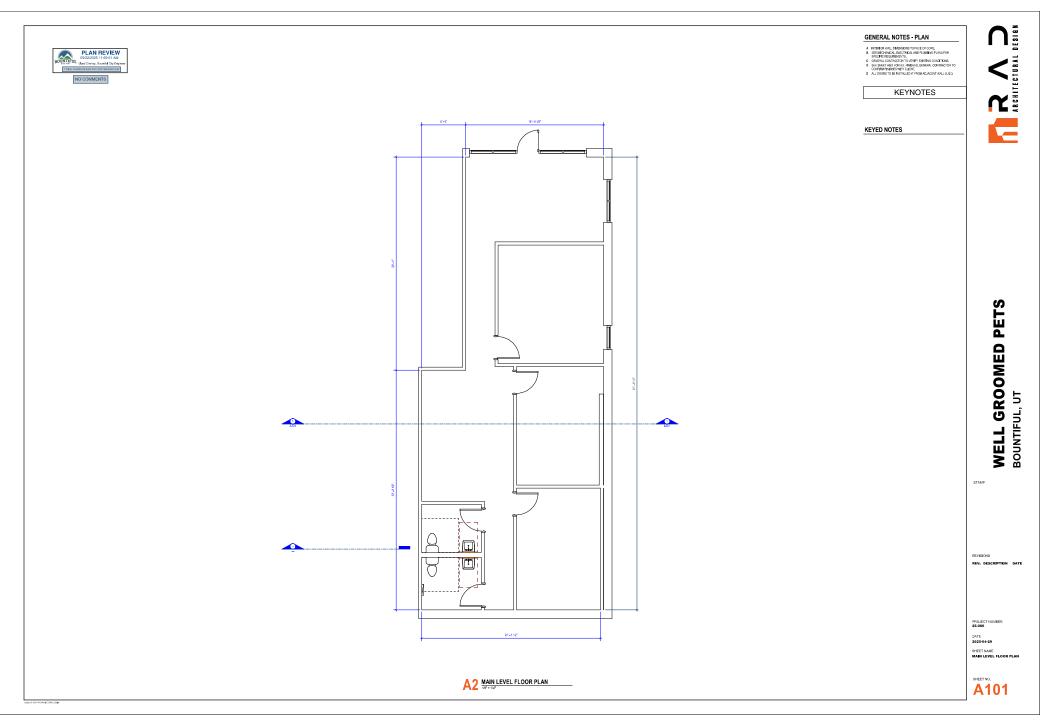
154'

The County outside measurements are estimates, not interior floor area.

The overall rentable size is less than the County estimate.

Actual interior floor area would be less sq. ft. pending number of walls.

Sketch by Apex Sketch June 17, 2025 63.5





This application is submitted to receive approval for tenants to operate "Personal Services" within the multi-tenant retail building located at 515-521 West 500 South Bountiful, Utah 84010. The building has been used for various tenants to operate "Professional Services." The property owner is in negotiations with a "Pet Grooming" business to lease the southern end-cap unit, comprised of approx. 1,520 Sq. Ft. of Rentable Space, and approx. 1,344 Sq. Ft. of Floor Area (including the interior partition walls).

No exterior modifications will be made to the site plan configuration.

It is anticipated interior modifications (non-structural) will be made to meet the needs of the Pet Grooming business, or other Personal Services businesses. The prospective tenant(s) would be responsible for the permitting process and construction of the interior modifications.

It is understood this approval would be effective for 1 year from the approval date. Should there not be "substantial action" (Business License or Obtained Building Permit) from the pet grooming business or other personal service business within the 1-year period; the approval would expire.

#### **Application Checklist Summary:**

Civil Plans: Not available. No changes to the exterior.

**Site Plan Review Fee**: The \$1,500.00 fee will be paid via mailed check.

Recorded Document: Not available.

Statement of Intent: See above.

Architectural Drawings/Elevations: Architect As-Built measure of 515 Unit.

**Code Analysis Sheet**: Spoke with Don Simons. He believed the building was currently classified as a "B." Also, he thought the intended Personal Services tenant of a Pet Grooming Business, would fit the current classification. He instructed to receive the "Change of Use" to accommodate Personal Services first, and then during the permitting process he would evaluate the Personal Services businesses.

Geotechnical Report: Not available.

Soils Report: Not Available.

Structural Calculations: Not available.

Structural Plans: Not available.

#### Parcel/Property ID Number: 060490228

**Parking Study**: Not available. In discussions with the Senior Planner, Amber Corbridge, the parking requirements were the same for "Personal Services" and "Professional Services," but the Director would still need to evaluate the existing configuration/circumstance.

Property Owner's Affidavit: Attached.

Certified Topographical Boundary Survey: Not available.

Site Plan: Old Site Plan attached, as well as Aerial image.

Landscape Plan: Not available.

Additional Document: Not available.

**Floor Plan**: The approx. building footprint per the county assessor is attached. Also, the south end-cap unit As-Built floor plan is attached.

Pedestrian Circulation Plan: Not available.

Outdoor Lighting Plan: Not available.

#### Video of Unit 515 Interior:

https://www.dropbox.com/scl/fi/p1ojzdp52wjq2u1zm5nnr/IMG\_5085.MOV?rlkey=vujjnb2gk8clfdo8vm w0l98g5&st=i5jiegdq&dl=0

# **Planning Commission Staff Report**

Subject:	: Final Architectural and Site Plan Approval and	
	Ordinance/Development Plan Amendment for a	
	Project at 2122 South Orchard Drive	
Author:	Amber Corbridge, Senior Planner	
Date:	June 17, 2025	



### <u>Background</u>

The applicant, Randy Beyer with *Knowlton General, LC* project manager for *Hidden Gardens Development*, is requesting Final Architectural Site Plan Approval for a mixed-use project at 2122 South Orchard Drive. The 2.1-acre site was recently rezoned to Mixed Use Residential (MXD-R) with an approved Development Plan, including details for design and site layout (See <u>Ordinance 2024-09</u>). This approved Development Plan regulates how the site will develop, such as permitted uses, building heights, setbacks, landscaping, parking, structure design and materials, site plan approval, etc.

This approved mixed-use project proposal consists of adding six (6) new townhomes near the existing multi-family structures (one duplex and one fourplex) and replacing two (2) nonconforming commercial structures with two (2) vertical mixed use structures facing Orchard Drive. The maximum building height for the buildings in the rear of the property is two-stories, and the maximum building height for the structures facing Orchard Drive is thirty-five (35) feet.

Additionally, the Hidden Gardens Ordinance/Development Plan approved in 2024 requires an amendment to the front yard setback minimum, as there was a discrepancy between the adopted ordinance text and the site plan dimension, part of the Development Plan.

### Analysis

The architectural and site plans have been reviewed by staff, where setbacks, height, landscaping, parking, and other applicable standards are reviewed for compliance and meet the Hidden Gardens Plan and Ordinance.

# Site Plan Approval Standards

The Planning Commission shall determine if the proposed architectural and site development plans submitted are consistent with the purpose and objectives of the Code (14-2-301 and 14-2-306). The purpose of the architectural and site plan review and approval process includes:

- 1. Implementing the policies and goals established in the Bountiful City General Plan.
- 2. Compliance with the Land Use Code.
- 3. Promoting the orderly and safe development of land in the City.
- 4. Promoting the orderly layout of buildings, landscaping, walkways, lighting, and other site improvements.

The structures are designed to fit within the Hidden Gardens Development, where exterior architectural elements and materials are compatible with other structures in the area. The proposal meets the goals and objectives of Bountiful City General Plan, where more options for live, work, and play are presented and approved with a development plan.

#### Building Setbacks

The Final Site Plan matches and complies with the Development Site Plan, where front yard setbacks are shown at ten (10) feet (See attached AS101: Architectural Site Plan). There is a discrepancy in the ordinance text where it reads "Front Yard: 20 feet" (Bountiful City Ordinance No. 2024-09, Page 2). <u>Staff recommends the front yard setback text change from 20' to 10' to match the Site Plan approved in the Development Plan (See attached Amended Ordinance and Development Plan).</u>

#### Full Boundary Adjustment

The project consists of two separate parcels (050020125 and 050020047). As a condition of rezone approval, the parcels shall be combined through a Full Boundary Adjustment application through the Planning Department.

#### Landscaping Requirements

The Landscape Plan meets the requirements of the code; however, the development plan requires seating amenities, such as benches, tables, and/or chairs in the landscaped areas used for shared open space near the proposed duplex (See Figure 1, below).

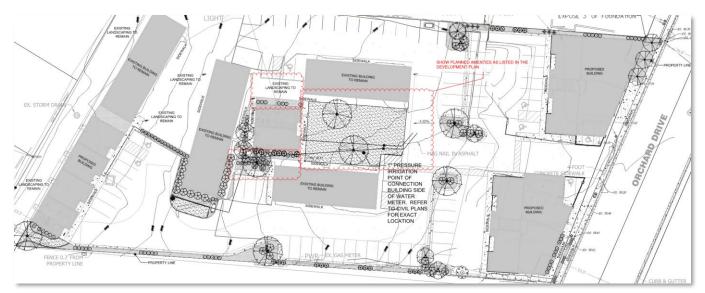


Figure 1. Hidden Gardens Landscape Plan, Sheet L-1

### **Department Review**

This staff report was written by the Senior Planner and was reviewed by the City Engineer, City Attorney, and Planning Director.

#### **Significant Impacts**

The site is wedged between commercial and residential zoned properties, as well as mixeduse property. The existing infrastructure support the proposed changes to the site and will be an improvement along Orchard Drive.

#### **Recommendations**

- 1. Staff recommends that the Planning Commission review the Final Architectural and Site Plan application for the mixed-use project, *Hidden Gardens*, and forward a positive recommendation to the City Council subject to:
  - a. Meet the approved phasing plan where construction begins with the garden style residential units *Building C and D*, then the mixed-use style units *Building A and B*.
  - b. Complete the Boundary Adjustment Review and Approval process to combine parcels 050020125 and 050020047, prior to occupancy or final building approval.
  - c. Add inviting features/elements such as benches, tables, and/or chairs to the public amenity areas.
  - d. Meet requirements of the Fire Marshal for fire protection and emergency vehicle access.
- 2. Staff recommends the Planning Commission review the proposed Ordinance/Development Plan Amendment for Hidden Gardens (Attached Draft Ordinance), hold a public hearing, and forward a positive recommendation to the City Council.

#### **Attachments**

- 1. Civil and Site Plans
- 2. Landscape Plan
- 3. Architectural Plans
- 4. AS101: Architectural Site Plan
- 5. Draft Ordinance 2025-10

#### **HIDDEN GARDENS EXPANSION** 009 **2122 ORCHARD DRIVE** PARCEL #05-002-0125 & #05-022-0047 LOCATED IN THE NW 1/4 OF SECTION 31, T. 2 N., R. 1 E., S.L.B.&M. **BOUNTIFUL CITY, DAVIS COUNTY, UTAH CURRENT ZONING: COMMERCIAL** FEMA FLOOD ZONE: - MAP #49011C0507F DATED: 9-15-22 VICINITY MAP **CIVIL DRAWING INDEX GENERAL NOTES** Sheet 1) ALL WORK WITHIN A PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS. 106 Sheet Title DEVELOPER Number STE 1 2) ALL UTILITY WORK SHALL CONFORM TO THE UTILITY OWNER'S STANDARDS & SPECIFICATIONS, COVER & INDEX C100 THESE PLANS DO NOT INCLUDE DESIGN OF DRY UTILITIES, THESE PLANS MAY CALL FOR RELOCATION, AND/OR REMOVAL AND/OR CONSTRUCTION OF DRY UTILITIES, BUT ARE NOT OFFICIAL DRAWINGS FOR SUCH. DESIGN AND COORDINATION OF DRY UTILITIES IS BY OTHERS. TON GENERAL C101 NOTES & LEGEND C200 EXISTING CONDITIONS 4) THE CONTRACTOR SHALL COORDINATE AND OBTAIN ANY PERMITS REQUIRED FOR THE WORK SHOWN HEREON. C300 DEMOLITION PLAN S1 THE LOCATION AND ELEVATIONS OF UNDERGROUND UTILITIES SHOWN ON THESE PLANS IS A BEST ISTIMATE BASED OL UTILITY COMPANY RECORDS, BLUESTAKES, AND FILED MEASUREMENTS OF READILY DOBERVAULE ADVIG-GROUND FRUIKES, AS SUA, THE INFORMATION MAY NOT BE COMPATELY ON THE CANTER. A CACURATE, IT IS THE CONTRACTORS'S RESPONSIBILITY TO STOP WORK AND NOTIFY THE ENGINEER IF CONFLICTION WAS INFORMATION IS FOLDIO IN THE FIELD. C400 SITE PLAN KNOWLT C500 GRADING PLAN C600 UTILITY PLAN EROSION CONTROL PLAN 6) THE CONTRACTOR IS TO FIELD VERIFY THE LOCATION AND ELEVATIONS OF EXISTING MANHOLES AND OTHER UTILITIES PRIOR TO STAKING AND CONSTRUCTION. C690 C691 EROSION CONTROL DETAILS CALL BLUESTAKES AT LEAST 48 HOURS PRIOR TO DIGGING. DO NOT PROCEED UNTIL BLUESTAKES ARE MARKED. PROJECT C900 ADA DETAILS LOCATION 8) IT SHALL BE THE CONTRACTOR'S AND SUBCONTRACTOR'S RESPONSIBILITY TO MEET ALL APPLICABLE HEALTH AND SAFETY REGULATIONS, AND THEY SHALL ASSUME SOLE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING CONSTRUCTION OF THIS REQUECT, SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK, AND THE PUBLIC DE MORTCERE. C901 SITE DETAILS C910 UTILITY DETAILS C911 STORMTECH DETAILS CITY DETAILS C920 SCALE: 1"=1000' **HIDDEN GARDENS EXPANSION**

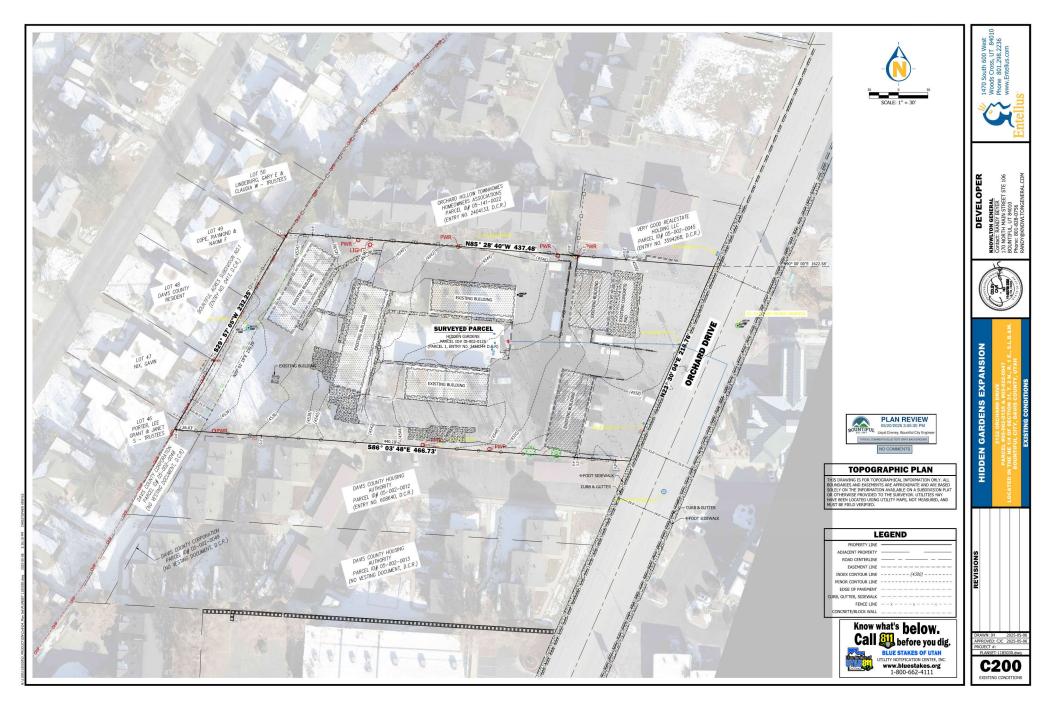


BENCHMARK CENTER OF COMM. BOX AT THE NORTHEAST CORNER OF PROPERTY ELEVATION 4556.37' BOULDER COMPANY SET A VERY COMPA

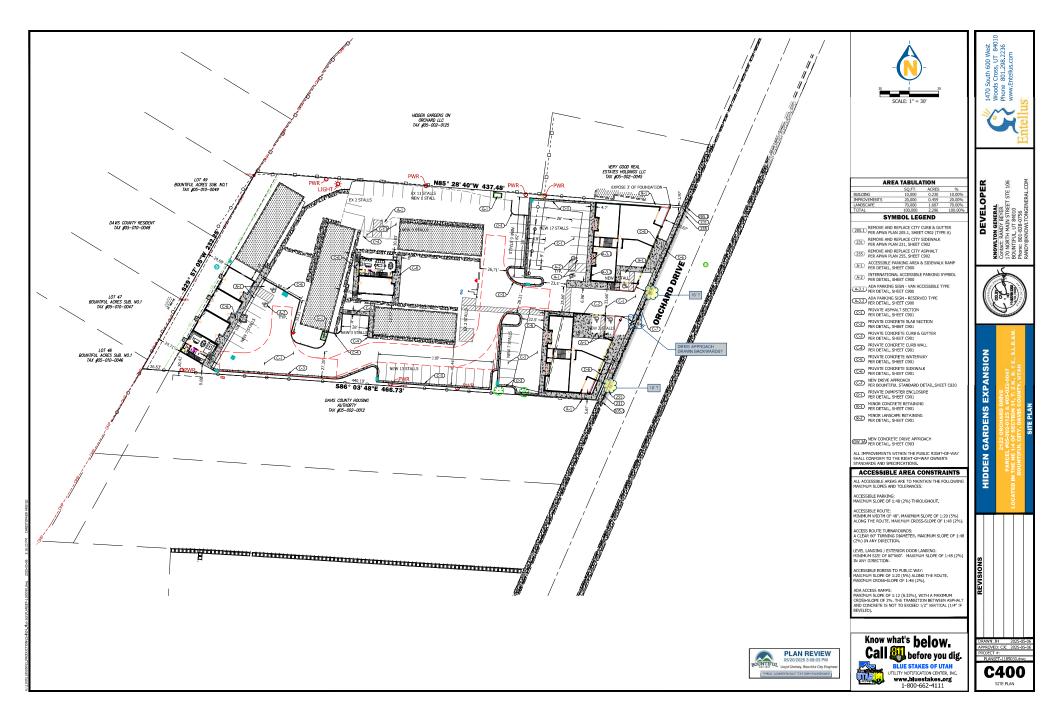
Bountiful City Planning Commission Packet June 17, 2025 C100

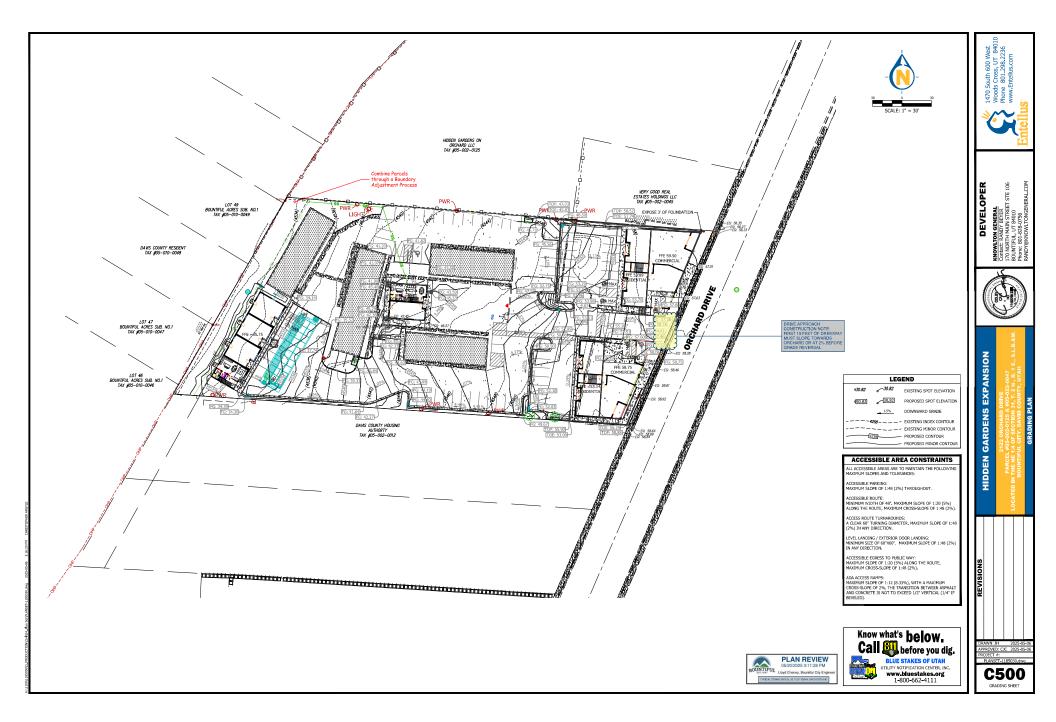
COVER & INDEX

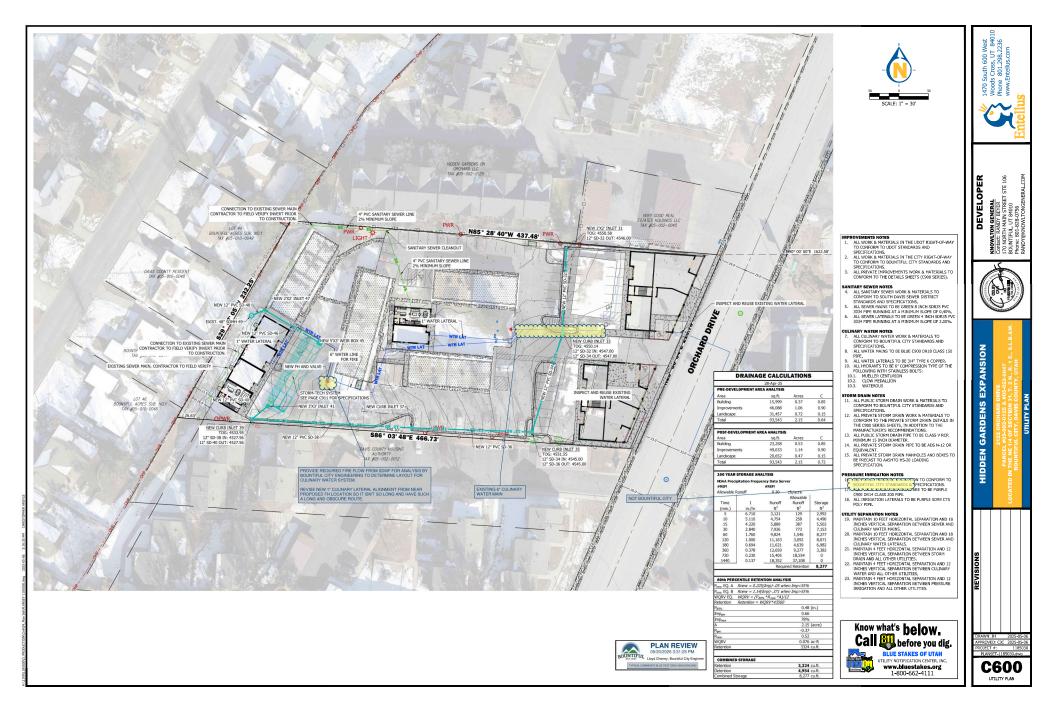
	GENERAL NOTES	UTILITY NOTES	GRADING NOTES	LEGEND	LEGEND	ABBREVIATIONS	e
	1. ALL IMPROVEMENTS SHALL COMPLY WITH THE STANDARDS AND REGULATIONS OF THE LOCAL	1. ALL SERVICE LATERALS SHALL BE EXTENDED 2 FEET PAST THE 10 FOOT P.U.E.	1. SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS			HPS HIGH POINT STATION	est 136
		2. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL GOVERNING MUNICIPALITY DESIGN STANDARDS AND CONSTRUCTION SPECIFICATIONS.	REPORT. THE CONTRACTOR CHAIL RE RECOMMENDER FOR REMOVENCE AND			ID INSIDE DIAMETER IE INVERT ELEVATION	>⊢8,8
	UTILITIES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR AT	3. LOCATIONS OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE	EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED	<u>ـ</u>		INV INVERT IRR IRRIGATION	
		LOCATIONS, CONTRACTOR IS TO FIELD VERIFY CONNECTION POINTS WITH EXISTING UTUILITIES, INCLUDING LOCATIONS AND INVERT REPARTIONS OF	PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557 EXCEPT UNDER	SECTION CORNER	M WATER MANHOLE	K RADIUS OF CURVATURE	outh Cros 801.
	OR NOTED OTHERWISE.	ALL EXISTING STRUCTURES OR PIPES, BEFORE STAKING OR CONSTRUCTING ANY NEW UTILITIES, CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE	DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM, CONTRACTOR SHALL SUBMIT A	MONUMENT		LAT LATERAL SERVICE	S S S S S
		CAUSED TO EXISTING UTILITIES AND UTILITY STRUCTURE THAT ARE TO	COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS	30.82 (30.82		LDMH LAND DRAIN MANHOLE LF LINEAL FEET	Phc Vo
		<ol> <li>CONTRACTOR IS RESPONSIBLE TO EXPOSE ALL UTILITY SERVICES STUBBED INTO RECIPCT REOPERTY AND CITIE ENTELLIS 48 HOURS REVICE SO</li> </ol>	COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECS AND THE	GLADZ STOLE EXISTING SPOT ELEVATION		LG LIP OF GUTTER	ll 👡 💆
	INFORMATION FURNISHED BY MUNICIPAL AUTHORITIES WHICH MAY NOT BE VALID, LATERAL	ENTELLUS CAN VERIFY DEPTHS AND INVERTIELEVATIONS TO DETERMINE IF CONFLICTS EXIST. ALSO MAY EXISTING UTILITIES THAT BUILD ACROSS		40.82 - 30.82 PROPOSED SPOT ELEVATION		LP LIGHT POLE LPE LOW POINT ELEVATION	
	7. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A QUALIFIED SOILS ENGINEER	EXPOSED AND LOCATED BOTH HORIZONTALLY AND VERTICALLY.	EROSION CONTROL FOR CONSTRUCTION OF THE PROJECT, SPECIFIC DETAILS	- 1-5% DOWNWARD GRADE		MH MANHOLE	
	WHO SHALL VERIFY THAT ALL FILL HAS BEEN PLACED IN ACCORDANCE WITH PROVISIONS IN CURRENT INTERNATIONAL BUILDING CODE.	CONTRACTOR PROCEEDS AT OWN RISK IF ENTELLUS IS NOT NOTIFIED TO FIELD VERIFY THE ABOVE MENTIONED CONDITIONS.				NON MONOPENI NE NORTHEAST	E E
	8. COMPACTION TEST REPORTS SHALL BE MADE AVAILABLE TO THE ENGINEER WITHIN 24	5. CONTRACTOR IS TO COORDINATE ALL UTILITIES WITH MECHANICAL	THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION		ELBOW	OD OUTSIDE DIAMETER	
	BUILDING CODE SHALL BE SUBMITTED TO THE ENGINEER WITHIN TEN DAYS AFTER	6 NO CROINDWATER OR DERDIE TO BE ALLOWED TO EATER THE NEW DIDE	HAVE BEEN VERTELED IN THE ETELD AND NO CHARANTEE IS MADE AS TO	PROPOSED CONTOUR	△ REDUCER	LIEAL TH	
		DURING CONSTRUCTION. THE OPEN END OF ALL PIPES IS TO BE COVERED AND EFFECTIVELY SEALED AT THE END OF EACH DAYS WORK.	PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES, ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO		THRUST BLOCK	PC POINT OF CURVATURE	
<ul> <li>A. Monore And and an and and</li></ul>	RECOMMENDATIONS AND THE LOCAL GOVERNING MUNICIPALITY'S STANDARDS AND	7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL PIPE OF	CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR		SS SS EXISTING SEWED I INF	P1 POINT OF INFLECTION	LID6
<ul> <li>Mining Angle An</li></ul>	10. STORM DRAIN PIPE WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE	ADEOUATE CLASSIFICATION WITH SUFFICIENT BEDDING TO MEET ALL				DOM DARTS DEP MILLION	L STE
<ul> <li>Normal Section 1. Section 2. Sectin 2. Section 2. Section 2. Section 2. Section 2. Section 2. Sec</li></ul>	RIGHT-OF-WAY OWNER'S SPECIFICATIONS. PRIVATE STORM DRAIN PIPE OPTIONS SHALL CONSIST OF THE FOLLOWING MATERIALS.		CONDITIONS ARE ENCOUNTERED, WORK IN THAT AREA WILL STOP UNTIL		SSS SEWER MANHOLE		
<ul> <li>I. Definition of the service of the se</li></ul>	<ol><li>RCP PIPE, CLASS 3, BELL &amp; SPIGOT TYPE.</li></ol>					PUE&DE PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT	N ST ON ST O
<ul> <li>I. Definition of the service of the se</li></ul>	INTERIOR PIPE, ASTM D3350 WITH WATERTIGHT JOINTS.		OF EARTHWORK QUANTITIES.	EVICTING DUB DING		PVI POINT OF VERTICAL INFLECTION	NUDY VUDY 1001, UT 1001, UT 1001, UT
<ul> <li>DURACH</li> <li>A. TANDAR AND AND AND AND AND AND AND AND AND AND</li></ul>	11. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CHECK CONDITIONS AT THE SITE BEFORE STARTING WORK AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY	THAN 2% GRADE AND THEY SHALL HAVE A MINIMUM OF 4 FEET OF COVER, UNLESS OTHERWISE NOTED.	EXISTING ASPHALT OF CONCRETE PAVEMENT, THE FOLLOWING SHALL APPLY:			R RADIUS RC REBAR & CAP	BULLER BULL
<ul> <li>Harrison Construction Series Series</li></ul>	DISCREPANCIES.	11. ALL NEW CULINARY AND IRRIGATION WATER CONSTRUCTION TO BE DONE	<ul> <li>PRIOR TO PLACEMENT OF ANY CONCRETE THE CONTRACTOR SHALL HAVE</li> <li>A LICENSED CLIMENCOL VERTEX THE CRADE AND CODES SHOEL OF THE</li> </ul>			KUL KOADWAY CENTERLINE RCP REINFORCED CONCRETE PIPE POW PIGHT OF WAY	KNOW 170 NC BOUNT Phone: RANDY
<ul> <li>Junch Mark</li> &lt;</ul>	WHERE NO DETAILS ARE GIVEN, CONSTRUCTION WILL BE AS FOR SIMILAR WORK, DO NOT	IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS & SPECIFICATIONS.	CURB AND GUTTER FORMS. • THE CONTRACTOR SHALL SUBMIT THE SLOPE AND GRADES TO THE	EXISTING ASPHALT	State SALLY PRIMALE	SD STORM DRAIN SDCB STORM DRAIN SDCB STORM DRAIN CATCH RASIN	310 2 8 두 2
<ul> <li>Montre Augusti August</li></ul>	SCALE DRAWINGS.	12. WATER LINES TO BE PVC C-900. WATER LINES SHALL BE A MINIMUM	<ul> <li>ENGINEER FOR APPROVAL PRIOR TO THE PLACEMENT OF CONCRETE.</li> <li>THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY</li> </ul>	PROPOSED ASPHALT		SDCO STORM DRAIN CLEANOUT SDMH STORM DRAIN MANHOLE	2
	DRAWINGS AND/OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE	STATE HEALTH STANDARDS. (MECHANICAL JOINTS REQUIRED WHEN	SECTION WHICH DOES NOT CONFORM TO THE DESIGN OR TYPICAL CROSS SECTION.			SDR STANDARD DIMENSION RATIO	
<ul> <li>Marker Lawrer Law</li></ul>		SEWER LINES.)	POURS WITHOUT THE APPROVAL OF THE ENGINEER.			SEC SECONDARY, SECTION SL STREET LIGHT	
<ul> <li>The Processing Section of the Processing Sectin Difference Section of the Processing Section of the Processin</li></ul>	FOR BACKFILL MATERIAL, COMPACT TO 95% STANDARD PROCTOR DENSITY, MAXIMUM LIFT 8	<ol> <li>ALL WATER LINES SHALL BE 8" MINIMUM SIZE AND SERVICE LATERALS SHALL BE 1-1/2" MINIMUM UNLESS OTHERWISE NOTED.</li> </ol>		PROPOSED CONCRETE		COEC COECTETCATION	
	15. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PUBLIC AND OSHA STANDARDS.			ニエゴロ きさ ちっこ ちっこう EXISTING CURB & GUTTER	CATCH BASIN / CLEANOUT	SPP STEEL PIPE SS SANITARY SEWER SSC SANITARY SEWER	
	16. ALL WORK SHALL COMPLY WITH THE AMERICAN PUBLIC WORKS ASSOCIATION UTH CHAPTER	STOP LATERAL, DOUBLE CHECK VALVE AND BACKFLOW PREVENTION DEVICE, AND SHUTOFF VALVE IN BOX NEAR BUILDING EDGE.		PROPOSED CURB & GUTTER	CURB INLET	SSUD SANTARY SEWER MANHOLE STD STANDARD	
The States of the Control of the State Active State States S	SUPPLEMENTS AND AMENDMENTS AND THE MANUAL OF STANDARD PLANS 2007 EDITION.	15. ALL WATER LINES SHALL BE A MINIMUM 48' BELOW FINISH GROUND TO TO OF DIDE. ALL VALUE ROVES AND MANJOLES SHALL BE RAISED	EROSION CONTROL	<b>A</b> 101 000705		SW SECONDARY WATER	8
Construction in accompany the first rest and prime and prime accompany to solve accompany to the construction of the construction and prime accompany to accompany to the construction accompany to		OR LOWERED TO FINISH GRADE AND SHALL INCLUDE A CONCRETE COLLAR IN PAYED AREAS		ADA PARKING		SWL SECONDARY WATERLINE SWPPP STORMWATER POLLUTION	
SHU     Internet to construct a construc	MATERIALS NECESSARY AND PROPER FOR THE WORK CONTEMPLATED AND THE WORK TO BE COMPLETED IN ACCORDANCE WITH THEIR TRUE INTENT AND PURPOSE. THE CONTRACTOR	16. CONTRACTOR TO NOTIFY PUBLIC UTILITIES FOR CHLORINE TEST PRIOR	AND MAIN LAINED IN ACCORDANCE WITH THE STANDARDS AND REGULATIONS OF THE LOCAL GOVERNING MUNICIPALITY.	🔆 🜞 STREET LIGHT	ABBREVIATIONS	TAN TANGENT	5
<td< td=""><td>SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S</td><td>TO FLUSHING LINES, CHLORINE LEFT IN PIPE 24 HOURS MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION,</td><td><ol> <li>ALL SEDIMENT CONTROL MEASURES TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND CONSTRUCTED PRIOR TO</li> </ol></td><td>OPWR OPWR POWER POLE</td><td></td><td>TB THRUST BLOCK TBC TOP BACK OF CURB</td><td>S PIE</td></td<>	SHALL NOTIFY THE ENGINEER IMMEDIATELY REGARDING ANY DISCREPANCIES OR AMBIGUITIES WHICH EXIST IN THE PLANS OR SPECIFICATIONS. THE ENGINEER'S	TO FLUSHING LINES, CHLORINE LEFT IN PIPE 24 HOURS MINIMUM WITH 25 PPM RESIDUAL. ALL TURNING OF MAINLINE VALVES, CHLORINATION,	<ol> <li>ALL SEDIMENT CONTROL MEASURES TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND CONSTRUCTED PRIOR TO</li> </ol>	OPWR OPWR POWER POLE		TB THRUST BLOCK TBC TOP BACK OF CURB	S PIE
COMPONENT DI RE RECLATORY ASSACTS STALLADON ASSACTS STALLADON ALL TESTING AUD INDEXCIDENT DA MARKET STALLADON ALL PROMESSALLE EN LUNCE STALLE PROMESSALLE STALLE PROMESSALE STALLE PROMESSALLE STALLE PROMESSALLE STALLE PROMESSALLE STALLE	INTERPRETATION THEREOF SHALL BE CONCLUSIVE. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY FIELD CHANGES MADE WITHOUT PRIOR WRITTEN AUTHORITY FROM	FLUSHING, PRESSURE TESTING, BACTERIA TESTING, ETC. TO BE COORDINATED WITH LOCAL GOVERNING MUNICIPALITY. ALL TESTS TO BE	ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE,		9 DEGREES	TEL TELEPHONE	AN ST
COMPONENT DI RE RECLATORY ASSACTS STALLADON ASSACTS STALLADON ALL TESTING AUD INDEXCIDENT DA MARKET STALLADON ALL PROMESSALLE EN LUNCE STALLE PROMESSALLE STALLE PROMESSALE STALLE PROMESSALLE STALLE PROMESSALLE STALLE PROMESSALLE STALLE	10 THE CONTRACTOR CHALL BE REPROVED FOR ADDRIVED V CONDUCTIVE INCOMENTS	12 ROTTOM ELANCE DE EIDE LIVERANTE TO RECET TO ADDROVIMATELY	3. DAILY INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL		" SECONDS, INCHES ADA AMERICAN DISABILITIES ACT	TOA TOP OF ASPHALT TOC TOP OF CONCRETE	
Number (1)       SHALL BE (N)       SHALL S	TESTING OF ALL FACILITIES CONSTRUCTED UNDER THIS CONTRACT. ALL TESTING SHALL CONFORM TO THE REGULATIONY AGENCY'S STANDARD SPECIFICATIONS. ALL TESTING AND	4" INCHES ABOVE BACK OF CURB ELEVATION. HYDRANTS TO INCLUDE TEE, 6" LINE VALVE, AND HYDRANT COMPLETE TO MEET CITY	STRUCTURES MUST BE PROVIDED TO INSURE INTENDED PURPOSE IS ACCOMPLISHED, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SEDIMENT	OUTIL OUTIL UTILITY POLE	ADS CORROGATED BLACK PLASTIC PIPE APWA AMERICAN PUBLIC WORKS ASSOCIATION	TOG TOP OF GRATE	
Construction of the second of the construction of the constru	INSPECTION SHALL BE PAID FOR BY THE OWNER; ALL RE-TESTING AND/OR REINSPECTION	STANDARDS.	WORKING CONDITION AT THE END OF EACH WORKING DAY.		ASTM AMERICAN SOCIETY FOR TESTING AND	UTIL UTILITY	
A DISTRUMENTATION ROUTED WITH STORE AND CONJUNCTS STRUCTURES AND CONVEX PACILITIES - Add CONVEX-STRUCTURES AND CONVEX-STRUCTURES AN	19. THE CONTRACTOR SHALL MAINTAIN A NEATLY MARKED SET OF FULL-SIZE AS-BUILT RECORD		<ol> <li>ALL POINTS OF CONSTRUCTION INGRESS AND EGRESS WILL BE PROTECTED TO PREVENT TRACKING OF MUD ONTO PUBLIC WAYS.</li> </ol>		MATERIALS AWWA AMERICAN WATER WORKS ASSOCIATION BAC BAD & CD	UGP UNDERGROUND POWER	H H H H H H
Signal Lender Convex Gorders Accomption to an Abustrements to ALL Immovements to Summer to explore software to the Instance Asso Distribution of Abustrements to ALL Immovements to Summer to explore software to the Instance Asso Distribution of Abustrements to ALL Immovements to Abustrements to ALL Immovements to Summer to explore software to the Instance Asso Distribution of Abustrements to ALL Immovements to Summer to the Instance Asso Distribution of Abustrements to Abustrements to ALL Immovements to Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements to Construct to Instance Asso Distribution of Abustrements to ALL Immovements abustrements abustreme	DRAWINGS SHOWING THE FINAL LOCATION AND LAYOUT OF ALL MECHANICAL; ELECTRICAL AND INSTRUMENTATION EQUIPMENT; PIPING AND CONDUITS; STRUCTURES AND OTHER FARM DEFENSION AND AND THE PLOTENCIAL CONTROL STRUCTURES AND CONTROL OF THE	SPECIFICATIONS.	5. ALL SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAINAGE		BLA BOUNDARY LINE AGREEMENT	VC VERTICAL CURVE W WEST, WATER	
SHALL REFLECT OWNER ODDRESS, ACCOMPAGINDS, AND ADDISTRETS TO ALL DESCRETS ACCOMPAGINES, MAIL REFLECT OWNER ODDRESS, MAIL REFLECT OWNER ODDR	LAYOUT PLAN SHOWING LOCATION OF LIGHTS, CONDUITS, CONDUCTORS, POINTS OF CONNECTIONS TO SERVICES DULLEAVES AND WIDE SIZES ACADULT RECORD DRAWINGS	EQUAL, UNLESS OTHERWISE NOTED.	SYSTEM THROUGH THE USE OF SANDBAGS, STRAW BALES, SILT FENCES,		BM BENCHMARK BND BOUNDARY	WI WATERI INF	
20. Proto to ACEPTIVACE OF the ROJECT, The CONTRACTOR SHUL DELEVEN TO MERGINES, ONE SOT O HARDY MARKED ASSOCIATE TO CONTRACTOR SHUL DELEVEN TO MERGINES, NEEDED HARDY, ASSOCIATE TO CONTRACTOR SHUL DELEVEN TO MERGINES, NEEDED HARDY, ASSOCIATE TO CONTRACTOR SHUL DELEVEN TO MERGINES, NEEDED HARDY, ASSOCIATE TO CONTRACTOR SHUL DELEVEN TO MERGINES, REQUERD AGOY, ASSOCIATE TECONO DAVINGS SHUL DE REVENUES AND THE CONTRACTOR SHUL DELEVEN TO MERGINES, REQUERD AGOY, ASSOCIATE TECONO DAVINGS SHUL DE REVENUES AND THE CONTRACTOR SHUL DELEVENT REQUERD AGOY, ASSOCIATE TECONO DAVINGS SHUL DE REVENUES AND THE CONTRACTOR SHUL DELEVENT REQUERD AGOY, ASSOCIATE TECONO DAVINGS SHUL DE REVENUES AND THE CONTRACTOR SHUL DELEVENT REQUERD AGOY, ASSOCIATE TECONO DAVINGS SHUL DE REVENUES AND THE CONTRACTOR SHUL DELEVENT REQUERD AGOY, ASSOCIATE TO CONTRACTOR SHUL DELEVENT AGEPTING TO THE FINAL RECORD DAVINGS SHUL DE REVENUES AND THE CONTRACTOR SHUL DELEVENT AGEPTING TO THE FINAL RECORD DAVINGS ON THE DOL ACCORDINATION TO THE FINAL RECORD TO THE FINAL RECORD AND THE AGEPTING THE CONTRACTOR SHUL DELEVENT AGEPTING THE DOL CONTRACTOR SHUL DELEVENT AGE TO AGE TO AGE TO AGE TO AGE THE DOL CONTRACTOR SHUL DELEVENT AGE TO AGE TO AGE AGE TO AGE	SHALL REFLECT CHANGE ORDERS, ACCOMMODATIONS, AND ADJUSTMENTS TO ALL IMPROVEMENTS CONSTRUCTED, WHERE NECESSARY, SUPPLEMENTAL DRAWINGS SHALL BE	20. CONTRACTOR IS TO SUBMIT SITE PLAN/SUBDIVISION PLAT TO DOMINION ENERGY GAS FOR DESIGN OF GAS SERVICE TO BUILDINGS/LOTS.	6. ALL DISTURBED AREAS OUTSIDE OF ROADWAYS, PARKING LOTS, SIDEWALKS	EXISTING FIBER OPTIC	BOW BACK OF WALK BRG BEARING		
ONE SET OF HEATLY MAKED AS ABULT RECORD DRAWING SE HOWING THE INFORMATION THE INFORMATION OF THE ALLY ARRAY DATA AND AS ADD PUNCTIONS       2 ALL GAS LIFE TAS TO BE HOW WITH ADD CONDERN TAKED AND AS DET HE TAS TO BE HOW WITH ALL CHARGE AND ADD PUNCTIONS       2 ALL GAS LIFE TAS TO BE HOW WITH ADD PUNCTIONS       2 SAVEN, THEN IT SHALL BE REPORTED TO SHALL BE REPORTED T		CONTRACTOR TO COORDINATE WITH DOMINION ENERGY GAS FOR CONTRACTOR LIMITS OF WORK VERSUS DOMINION ENERGY GAS LIMITS.	MULCHED.		CRG CURB AND GUTTER		
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Accentance:     EccTrand-tission technology:     EccTrand-tissinter technology:     EccTrand-tission technology:     EccTrand-t	AS-DUILT RECORD DRAWING SET SHALL BE CORRENT WITH ALL CHANGES AND DEVIATIONS REDLINED AS A PRECONDITION TO THE FINAL PROGRESS PAYMENT APPRIVAL AND/OP EIMAL		REMAIN UNTIL THE NEXT PLANTING SEASON AS DEFINED BY THE LOCAL GOVERNING MUNICIPALITY.		CI CAST IRON CIP CAST IN PLACE		
SEQUENCE OF CONSTRUCTION 24. AL PHORE AND TV CONDUCTS TO BE PCC SOL 40 OR BETTER. 9. THE CONTRACTOR AGREES THAT: 9. THE CONTRA		ELECTRO-FUSION TECHNOLOGY.	8. RE-VEGETATE ALL DENUDED AREAS AS PER THE STANDARDS AND DEGULATIONS OF THE LOCAL COVERANCE MUNICIPALITY		CL CENTERLINE CMP CORRUGATED METAL PIPE		S S
24. ALL PROME AND TV CONDUITS TO BE PIC SCH 40 OR BETTER.				EXISTING UNDERGROUND POWER	COMM COMMUNICATIONS		<b>│ ┝┯┯<del>┍┍┊┥</del>┙</b>
			A. THEY SHALL BE RESPONSIBLE TO CLEAN THE JOB SITE AT THE END OF EACH		CONST CONSTRUCTION		
2. CLAA AND GRUB AREAS FOR SEDURINT MEASURES.	2. CLEAR AND GRUB AREAS FOR SEDIMENT MEASURES.	DESIGN OF CABLE TV SERVICE TO BUILDINGS/LOTS, CONTRACTOR TO		TEL TEL PROPOSED TELEPHONE	CW CULINARY WATER CWL CULINARY WATERLINE		
s. Instal slit Fexets. 2 COMCAST LIMITS. 2 COMCA	3. INSTALL SILT FENCES.	COMCAST LIMITS.	SCRAP AND UNUSED MATERIAL AT THEIR OWN EXPENSE IN A TIMELY		DEMO DEMOLITION DI DUCTILE IRON		
A CONTINCIENCE SARANG OF SITE AND BEECHIN ROUGH GRADING.	4. COMPLETE CLEARING OF SITE AND BEGIN ROUGH GRADING.	TO NEW BUILDINGS OR LOTS WITH CENTURYLINK. A PVC CONDUIT.			DIAM DIAMETER DIST DISTANCE		ω l
MAXIMIN INSTRUCT DE LIGE IN 2 INCL MANY DE LI	<ol> <li>FILL AREAS SHALL BE FILLED IN 12 INCH MAXIMUM LIFTS AND COMPACTED TO AT LEAST 95% MAXIMUM DENSITY.</li> </ol>	PLYWOOD BACKBOARD, AND GROUND WIRE IS REQUIRED FOR SERVICE THROUGH PROPERTY. COORDINATE SIZES AND LOCATION WITH	ORDERLY MANNER AT ALL TIMES.		E EAST, ELECTRICITY, ELECTRICAL		No l
D. THEY SMULL BE RESPONDED FOR THE RESPONDED FOR	6. DRAINAGE WILL BE CONTROLLED AND GROUND SLOPED SO AS TO DIRECT RUNOFF TO	CENTORYLINK.	D. THEY SHALL BE RESPONSIBLE TO KEEP MATERIALS, EQUIPMENT, AND TRASH OUT OF THE WAY OF OTHER CONTRACTORS SO AS NOT TO DELAY THE JOB.		EG EXISTING GRADE		
UCARCEPTION FOR CLUDING AND SECURICATIONS UP FROM EINAL PAYMENT.	- · · · · · · · · · · · · · · · · · · ·	CORRESPONDING AGENCY/DISTRICT STANDARDS AND SPECIFICATIONS:	FAILURE TO DO SO WILL RESULT IN A DEDUCTION FOR THE COST OF CLEAN UP FROM FINAL PAYMENT.		ELEC ELECTRICAL ELEV ELEVATION		S S
Street - South Davis Street Resonance or 3 Upon Joans - South Davis Stre	· · · · · · · · · · · · · · · · · · ·	SEWER - SOUTH DAVIS SEWER DISTRICT STORM DRAIN - BOUNTIFUL CITY	E. THEY SHALL BE RESPONSIBLE FOR THEIR OWN SAFETY, TRAFFIC CONTROL. PERMITS, RETESTING AND REINSPECTION AT THEIR OWN EXPENSE		EOA EDGE OF ASPHALT EVC END VERTICAL CURVE	PLAN REVIEW	
BRGATION BOUNTIFUL CIVES     BUNCHERULARE ALL DISTURBED AREAS.     BUNCHERULAREAS.     BUNCHERULARE ALL DISTURBED AREAS.     BUNCHERULAREAS.	r i i i j	IRRIGATION - BOUNTIFUL CITY CITY ELECTRICAL - BOUNTIFUL POWER	F. UNLESS OTHERWISE NOTED ALL EXCESS SOILS AND MATERIALS SHALL		EVCE END VERTICAL CURVE ELEVATION EVCS END VERTICAL CURVE STATION EX EVISITIVE	BOUNTIFUL BOUNTIFUL Licyd Cheney, Bountial City Engineer	
Interface     Inter	2	TELEPHONE - CENTURYLINK NATURAL GAS - ENBRIDGE GAS	BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE LAWFULLY		FF FIELD FENCE FFE FINISH & OOR FLEVATION		
	11. REMOVE SEDIMENT CONTROL MEASURES, CLEAN OUT TEMPORARY SEDIMENTATION BASINS		G THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, BARRICADES, SIGNS		FG FINISH GRADE FH FIRE HYDRANT	Know whatle I	
AND REGRADE, CLEAN OUT SEDIMENT TRAPS AND CONVERT THEM TO STORM WATER 1	AND REGRADE, CLEAN OUT SEDIMENT TRAPS AND CONVERT THEM TO STORM WATER		FLAG-MEN OR OTHER DEVICES NECESSARY FOR PUBLIC SAFETY.			know what's below.	DRAWN: JH 2025-05-0 APPROVED: CJC 2025-05-0
	12. PAVE SITE.			THRUST BLOCK	FTG FOOTING	Call before you dig.	PROJECT #: 118503
3. OWNER TO BE REPORTED TO CIECK CLEAN OUT NULT BOXES FOR EXTENSION FOR NO CLEAN ACCENT AND ACCENT ACCENT AND ACCENT		ORDER OF			CR CRADE DDEAV		0404
AND CLEM AS RECESSARY CONSTRUCTION FOR EACH BULLEDING CONSTRUC		EACH BUILDING			GV GATE VALVE HDPE HIGH-DENSITY POLYETHYLENE PIPE HD HIGH-DOINT	www.bluestakes.org	C101
					HPE HIGH POINT ELEVATION	1-800-662-4111	NOTES & LEGEND

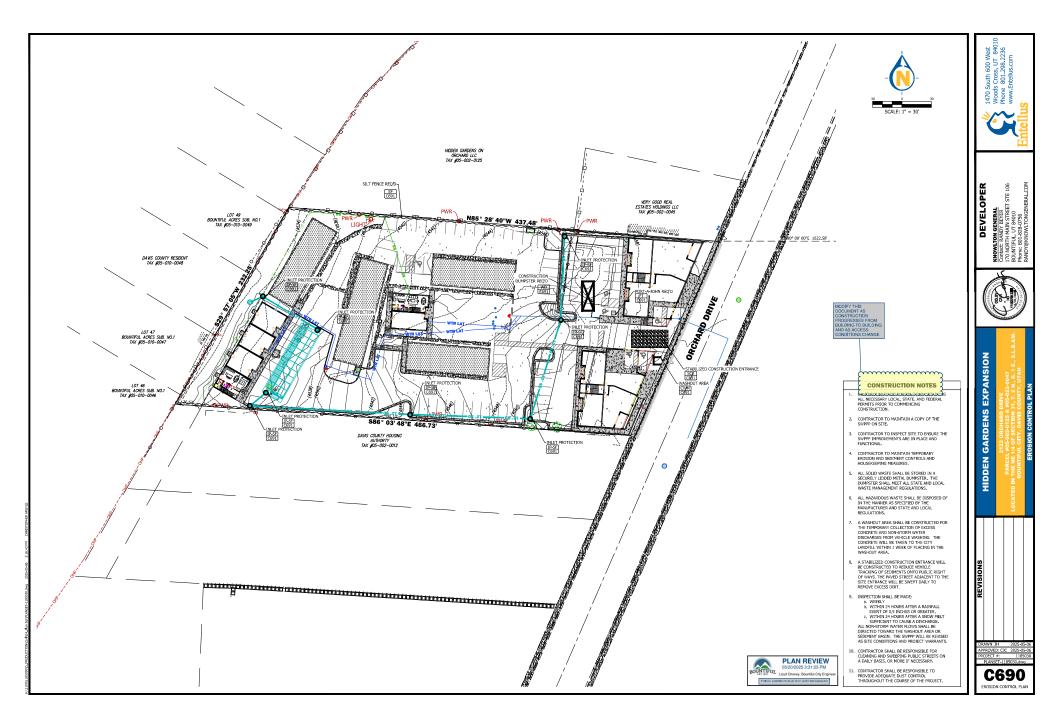


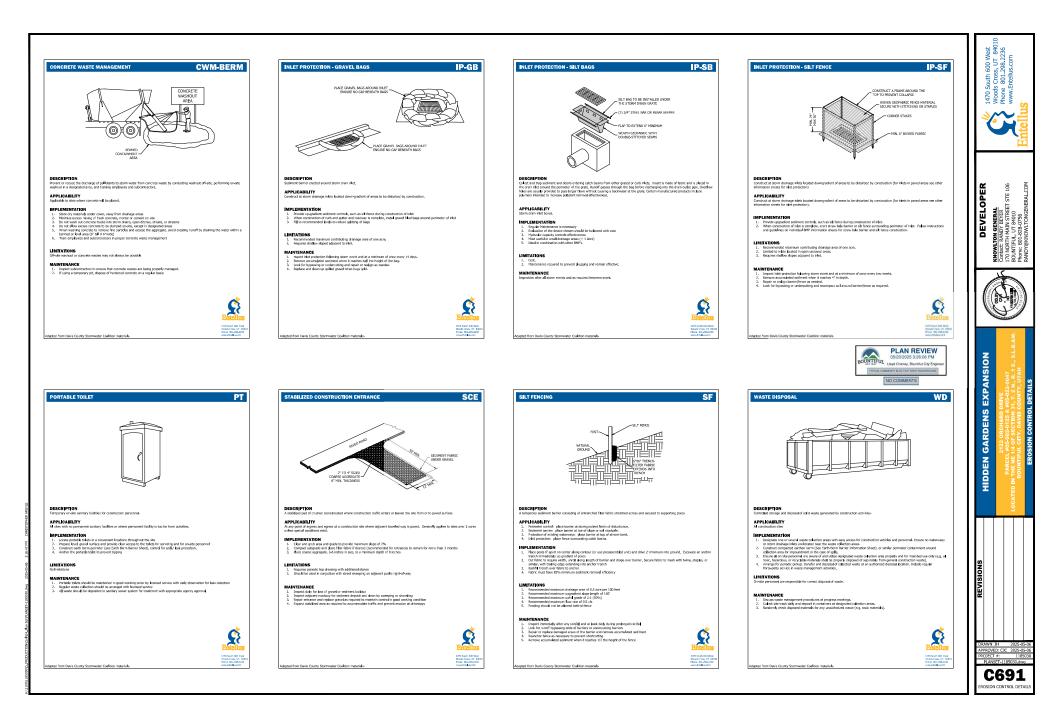


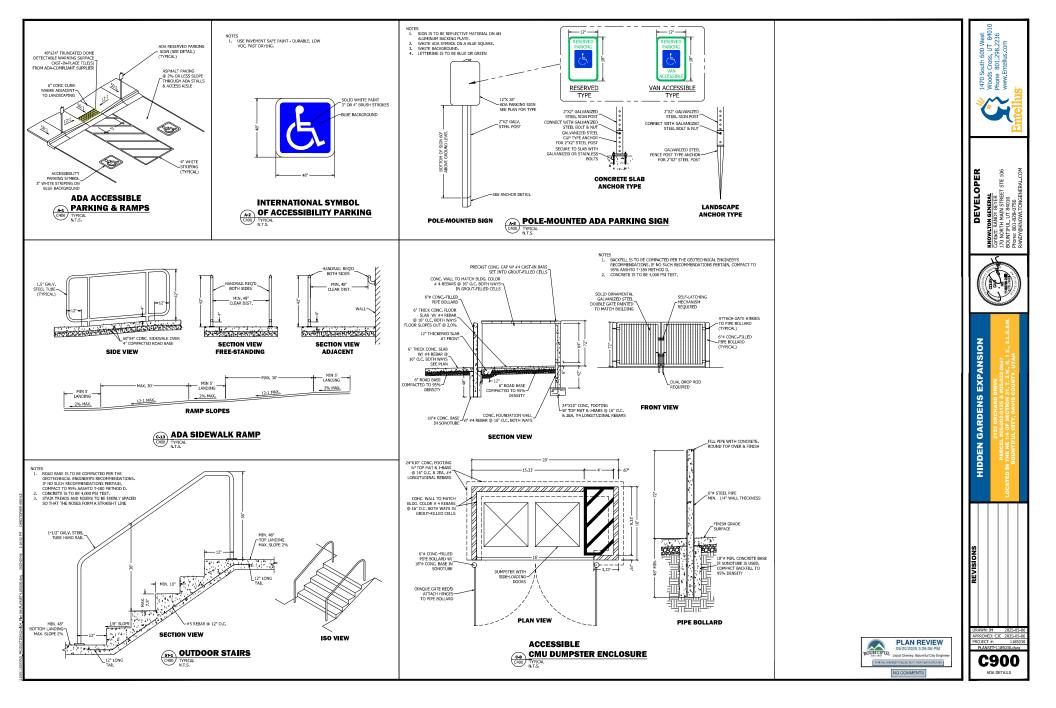


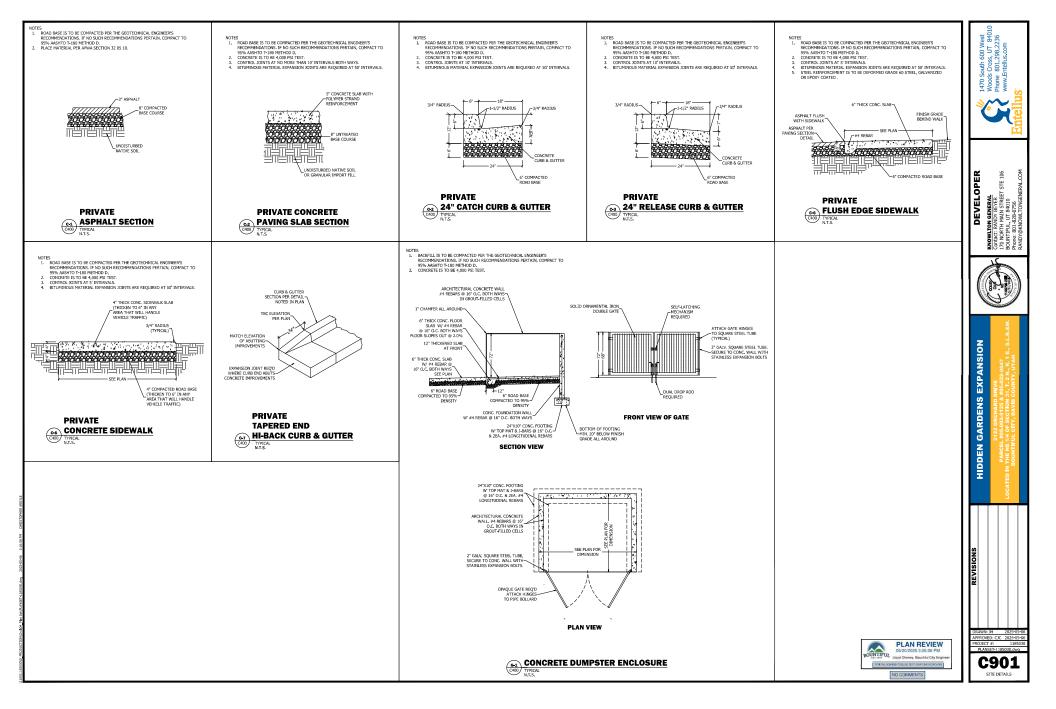


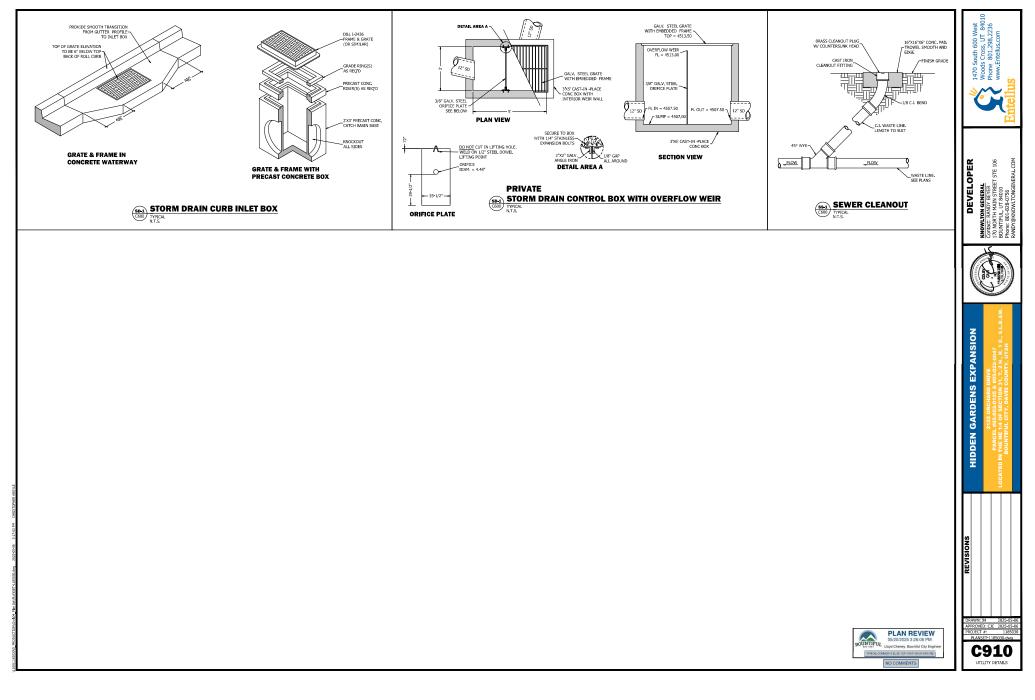


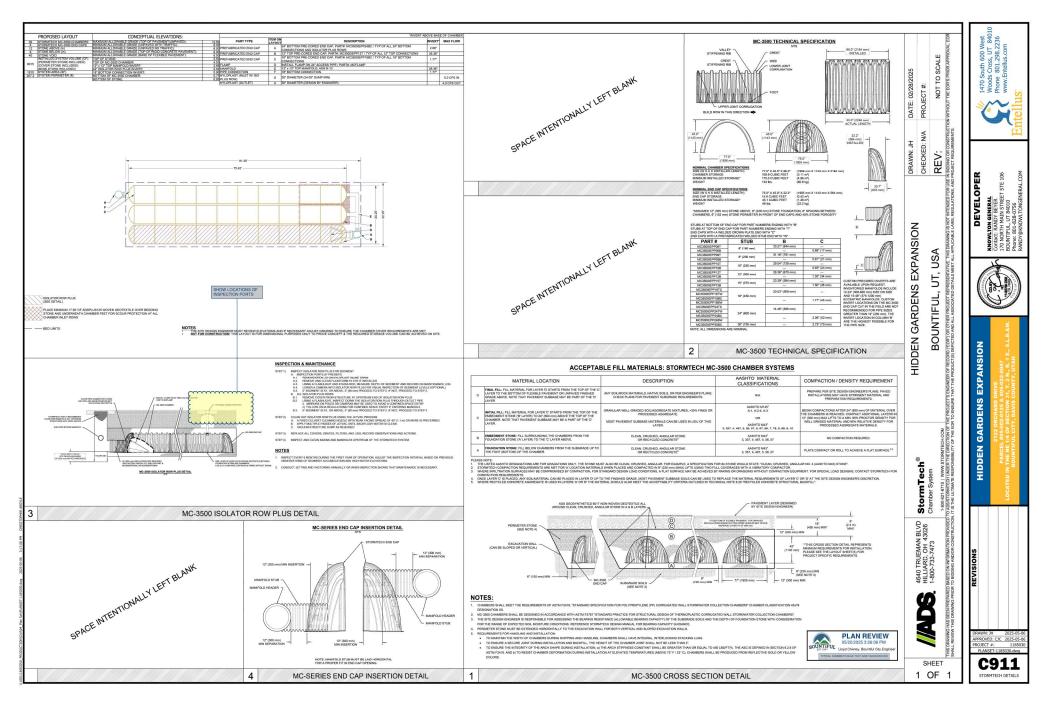


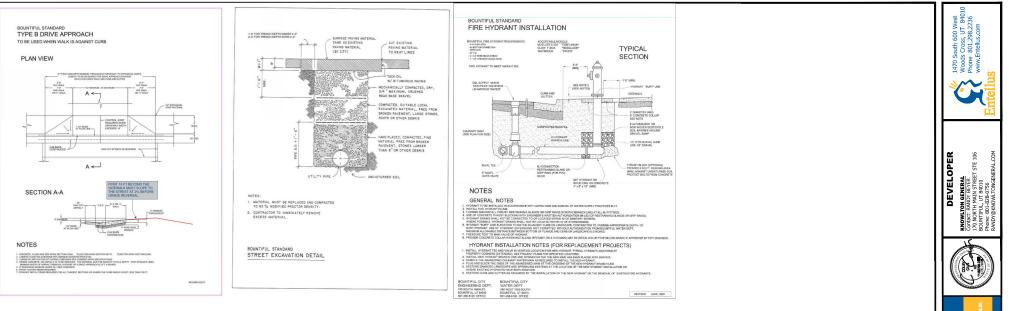






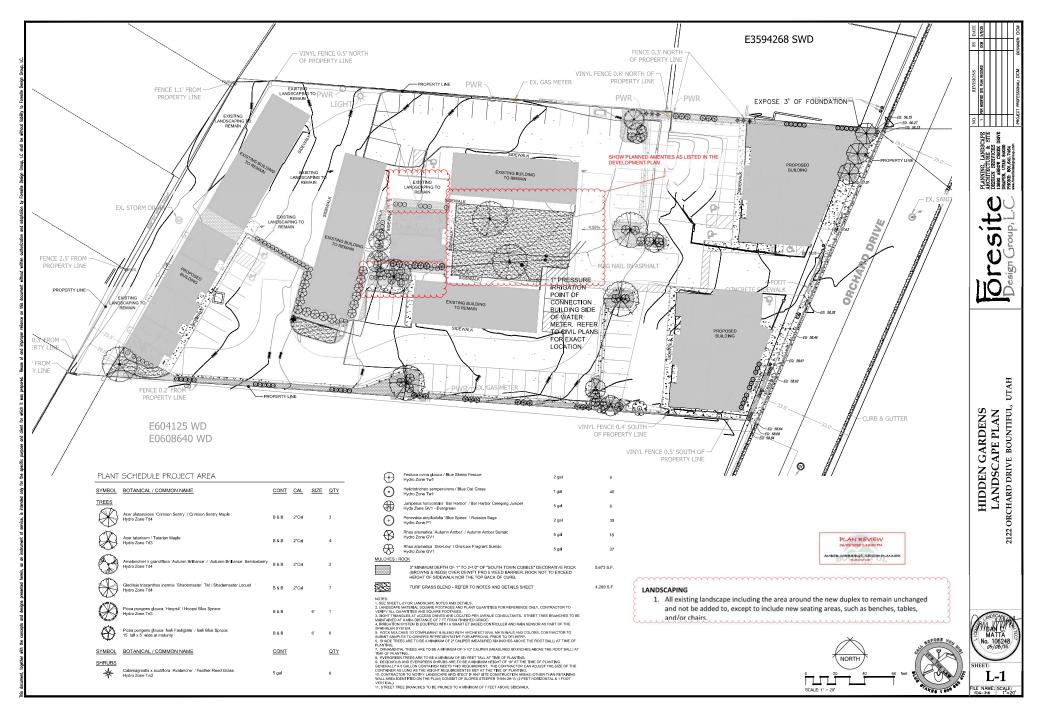






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2. CODES, LAWS, REGULATIONS, AND PERMITS BY FEDERAL, STATE, COUNTY AND CITY AGENCIES FOR DESIGN CONCEPT, MATERIALS AND COMPARISHED AND CONCEPT, MATERIALS AND REPORT ANY FOREILLES OR REGULATEMENTS TO THE AUDISCAPE ARCHITECT. THE CONTRACTOR MUST VERIFY THE REGULATIONS FOR AND SECURE ANY FEMATIS BEORDE BEGINNING CONSTRUCTION. THE COST FOR THE PERMIT FEES MAY BE GUBMITTED TO THE OWNER FOR REIBURSEMENT, CALL BLUE PERMITS BEORDER TO DRAINGE AND COLL P. AND BEORGE ANY TREACHING FRESCAN OFFER TO DRAINGE AND COLL P. AND BEORGE ANY TREACHING FRESCAN OFFER TO DRAINGE AND COLL P. AND BEORGE ANY TREACHING OR EXCAVATION

3. CONSTRUCTION SAFETY AND CLEANUP MUST MEET OSHA STANDARDS AT ALL TIMES. ALL CONTRACTORS MUST HAVE ADEQUATE LUABILTY. PERGONNEL DURY AND PROPENTY DAMAGE INSURANCE. CLEAN UP MUST BE PERFORMED DALY. AND ALL HARDSCAPE ELEMENTS MUST BE WASHED PRESC FOILTRI ADM DUD ON FINAL CLEAN UP. CONSTRUCTION MUST GET A TIMELY MANNER.

4. LANDSCAPE PLANS AND DETAIL DRAWINGS ARE SCHEMATIC ONLY, DISCREPANCIES MAY EXIST, INCLUDING BUT NOT LIMITED TO BUILDING LOCATION, PROPERTY LINES, ANY DIMENSIONS SECORED ON IMPLED. THE CONTRACTOR WILL BE REQUIRED TO ADJUST PLANS AS NECESSARY TO RETAIN CONCEPT INTEGRITY. CONTRACT LANDSCHE ARCHITECT IF DISCREPANCIES EXIST.

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7. SOIL AMENDING SHALL INCLUDE COMPOSTED ORGANIC MATERIAL TO BE ADDED AT A RATE OF THREE CUBIC VARDS PER 1000 SQUARE FEET. TILL INTO THE SUBGRADE SOIL PRIOR TO PLASING TOPSOIL. TILL AMENDMENTS IN TO A DEPTH OF 6". ALL SOD AREAS SHALL HAVE THE SOIL AMENDED.

8. TOP SOIL MUST BE A PREMIUM QUALITY DARK SANDY LOAM, FREE OF ROCKS, CLODS, ROOTS, AND PLANT MATTER. THE TOPSOIL SHALL BE EVENLY SPREAD AND SMOOTH GRADED ON A CAREFULLY PREPARED AMENDED SUBGRADE, TOPSOIL SHALL BE SPREAD TO A DEPTH OF FIVE INCHES (5') IN ENLY ALL SOD AND SHRUB AREAS

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11. FERTILIZER FOR SOD AREAS SHALL BE PELLETIZED, NP-K AS APPROVED BY LANDSCAPE ARCHITECT FOR SEASONAL ADJUSTMENT. USE 20 LES PER 5005 SOURAFE FEET OR AS PER MANUFACTURERS SPECIFICATIONS. SPREAD EVENLY ON A CAREFULLY PREPARED TOPSOIL LAVER JUST PRIOR TO LAYING SOD.

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13. TREE WRAPPING MAY BE USED TO PROTECT YOUNG TREES FROM WINTER DAMAGE. TREE WRAPS SHALL ONLY BE INSTALLED IN THE FALL. IF THE CONTRACTOR INSTALLS WRAPS FOR TREE PROTECTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROMPTLY REMOVE WRAPS THE FOLLOWING SPRING.

14. LANDSCAPE MAINTENANCE MUST BE PERFORMED BY THE LANDSCAPE CONTRACTOR DURING ESTABLISHIEHT ISO DAYS AFTER INM. ACCEPTANCE OF ENTICE PROJECT. RESPONSIBILITES INCLUEWEED CONTROL AND MOWING, NOTFY OWNER AND CONSTRUCTION REPRESENTATIVE WHEN ESTABLISHIENT PERIOD HSE ENDED TO INSURE ONGOING MAINTENANCE. THE OWNER IS RESPONSIBLE FOR LANDSCAPE MAINTENANCE AND UPKEEP ONCE ESTABLISHIEMENT PERIOD HAS EXPIRED.

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16. SUBMITTALS OF ALL LANDSCAPE MATERIALS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK, PROVIDER INFORMATION AND SAMPLES SHALL BE SUBMITTED OF ANY GRAVEL OR WOOD MULCHES, NURSER'S STOCK SUBMITTEL SHALL INCLUDE PROVIDER INFORMATION WITH A LIST OF PLANT MATERIALS BEING PROVIDED BY THE NURSERY

17. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES LETED ON THE PLANS AND THE AVAILABILITY OF ALL PLANT MATERIALS IN THEIR SPECIFIC SIZE SPRICE TO SUBMITTING A BID. THE CONTRACTOR MUST NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO SUBMITTING A BID IF THE CONTRACTOR DETERMINES A QUANTITY DEFICIENCY OR AVAILABILITY PROBLEM WITH SECIFIED MATERIAL.

18. SPECIFICATIONS FOR LANDSCAPE AND IRRIGATION CONSTRUCTION SHALL BE THE 2007 APWA "MANUAL OF STANDARD SPECIFICATIONS".

19. ALL LANDSCAPE MATERIAL SHALL BE FULLY IRRIGATED BY AN AUTOMATIC IRRIGATION SYSTEM (DESIGN BULL), RRIGATION DESIGN SHALL BE APPROVED BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.

20. TREE REMOVAL OR TREE PLANTING IN THE PUBLIC RIGHT-OF-WAY REQUIRES APPROVAL FROM THE SANDY CITY URBAN FORESTER OR SUBMIT PLANS CONTAINING AN URBAN FORESTER APPROVAL.

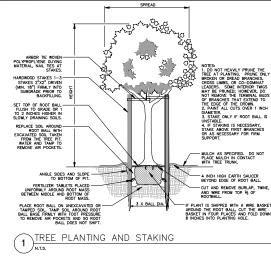
WHERE APPROVED AS A TEMPORARY INSTALLATION. FILTERS AND END FLUSH VALVES SHALL BE PROVIDED AS NECESSARY.

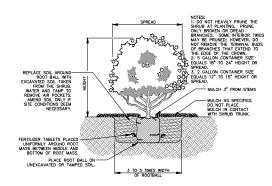
FILISH VALVES SHALL BE PROVIDED AS NECESSARY. 11. IRIGATION ZONES WITH OVERHEAD SHALV OR STREAM SPRINKLERS SMALL BE DESKED TO OPERATE BETWEEN 600 FM. AND 1000 AAI. TO SMALL BE DESKED TO OPERATE BETWEEN 600 FM. AND 1000 AAI. TO EXCLUDE DRIP OR SUBBLEZ ZONES. 12. PROGRAM VALVES FOR NULTHE REPEAT CYCLES WHERE NECESSARY TO REDUCE RINGOFF, PARTICULARLY SLOPES AND SOLIS WITH SLOW INFETTATION RATES. STANDARDS RETURNED AND PRIOR TO RELEASE OF THE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PROJECT. A WATER USE SECONDARY BOND GUARANTEE POSTED FOR THE PREVONMOLE BUT STANDARDS REQUIRED DY SAMOV OUT OR PONANCE. THE WINNING EFFICIENCY REQUIRED DY SAMOV OUT OR PONANCE. THE WINNING STANDARDS REPICIENCY OF THE IRRIGATION SYSTEM SAND TO'S BOTTOR SYSTEMS. INFELJIOTOR SHALL PLED SPAY SYSTEMS AND TO'S BOTTOR SYSTEMS. THE AUDITOR SHALL PURD SAVE SYSTEMS AND TO'S DOTOR SYSTEMS. THE AUDITOR SHALL PURD SAVE STEMS AND TO'S DOTOR SYSTEMS. THE AUDITOR SHALL PURD SAVE SECONDE CERTIFYING COMPLIANCE WITH THE MINNING ISTREDUTION REQUIRED EXTENS. COMPLIANCE WITH THE MINNING ISTREDUTION REQUIRED EXTENS. COMPLIANCE WITH THE MINNING ISTREDUTION SECONE CERTIFYING COMPLIANCE WITH THE MINNING ISTREDUTION REQUIRED EXTENS. THE BOND FOR THIS 14. FANNTS WHEAP CHERCENTER TAMOUNTS OF WATER SHALL BE

RELEASE THE BURG FOR THIS PROJECT. 14. PLANTS WHICH REQUIRE DIFFERENT AMOUNTS OF WATER SHALL BE RIRGATED BY SEPARATE VALVES. IF ONE VALVE IS USED FOR A GIVEN AREA, ONLY PLANTERS WHIT SIMLAR WATER USE SHILL BE USED IN THAT AREA, LAWA AREAS AND PLANTERS SHALL BE INRIGATED BY SEPARATE

LANDSCAPE REQUIREMENT NOTES: 1. NO TREES SHALL BE PLANTED IN PUBLIC PARKS STRIPS LESS THAN 8 FEET WIDE. CENTERLINE OF TREES SHALL BE PLANTED MINIMUM OF 4

2. 2H:1V MAXIMUM SLOPE IN LANDSCAPED AREAS

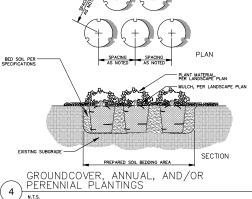




SHRUB AND ORNAMENTAL GRASS PLANTING 3 NTS

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Cstegory	Soluble salts (d5/m or mmho/em)	рĦ	Sand (%)	940 (%)	Clay (%)	Texture class*	Organic Matter (%)	% Coarse fragments (> 2 mm is diameter)**	Adeor
Ideal	< 2	5.5 to 7.5	< 70	< 70	< 30	L, SiL	0.5≤	2 VI	< 3 fc bests
Acceptable	< 4	5.0 to 8.2	< 70	< 70	< 30	3CL, 5L, CL, 5ICL	≥1.0	2.1 to 5.0	3 to 7 5(CL, 3 to (8CL, L)
Unacceptable	> 4	< 5.0 or > 8.2	> 70	> 70	> 30	15, 5C, 5C, 5, 5i, C	<1.0	> 5.0	> 10 ' any test
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	> 20			> 15			> 150		> 10

INSTALL TREE PLUM -TOP OF ROOTBALL SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS TO PREVIOUS EXISTING GRADE and a ROOT FLARE SHA Frank Const EXPOSED: MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK PLACE BALL ON EXCAVATE LOAM SUBSOIL. REMOVE AND DISCARD § BURLAP, FROM TOP DOWN. REMOVE ALL SYNTHETIC SOIL WRAPPING MATERIALS (TREATED BURLAP, NYLON TWINE, WIRE BASKETS, ETC.) AND DISCARD ROOTBA EXCAVATE HOLE TO DIAMETER 2X WDER THAN ROOTBALL. BACKFILL HOLE WITH ANTING SOIL MIX AS SPECIFIED 3" BARK MULCH, AS SPECIFIED THE SIZE OF THE EVERGREEN TREE PLANTING 2



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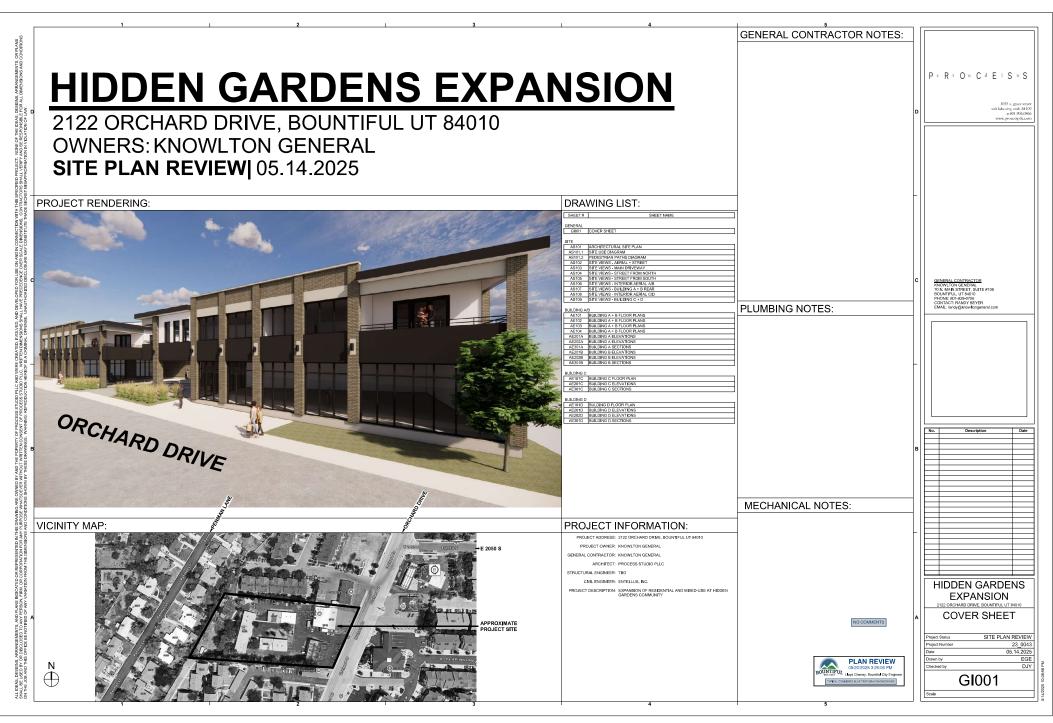
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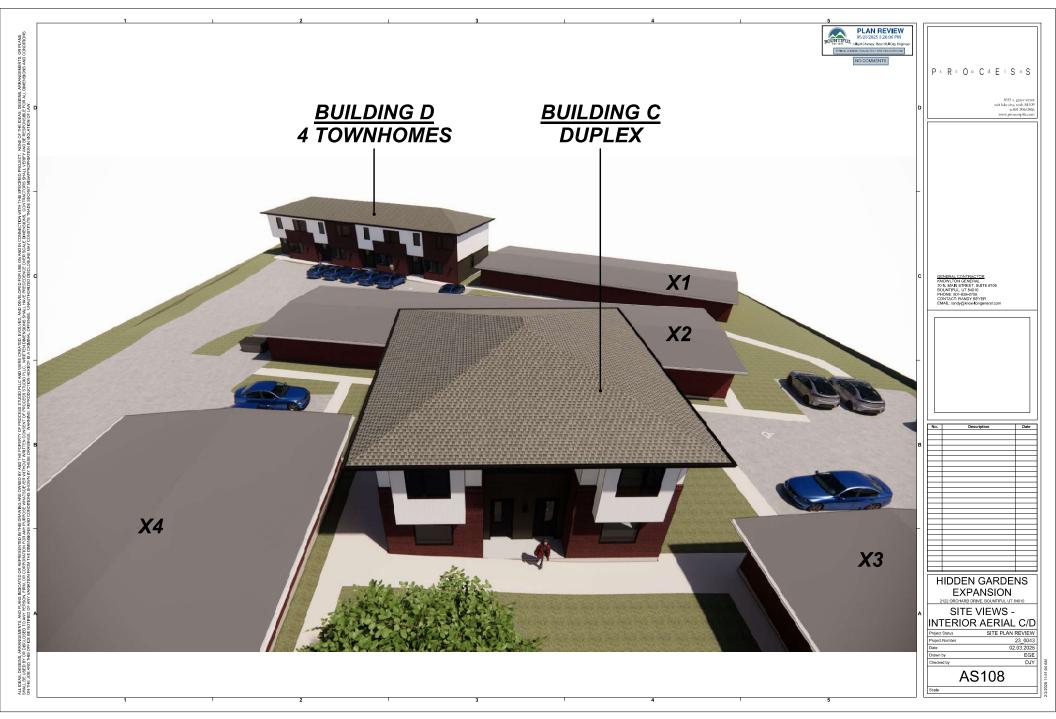




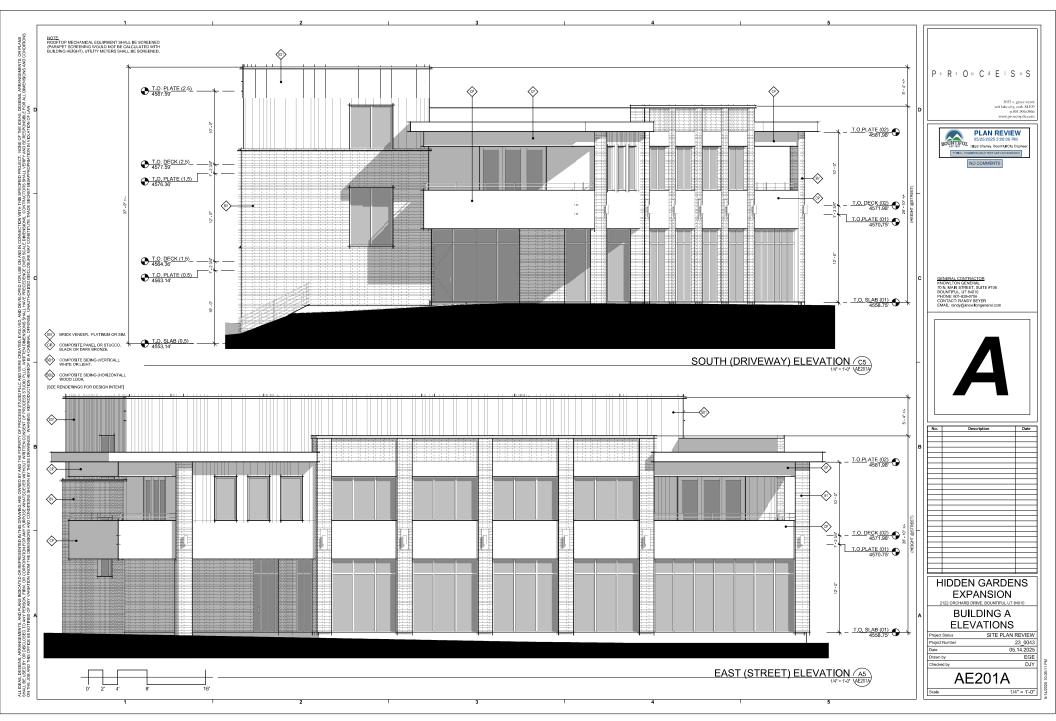




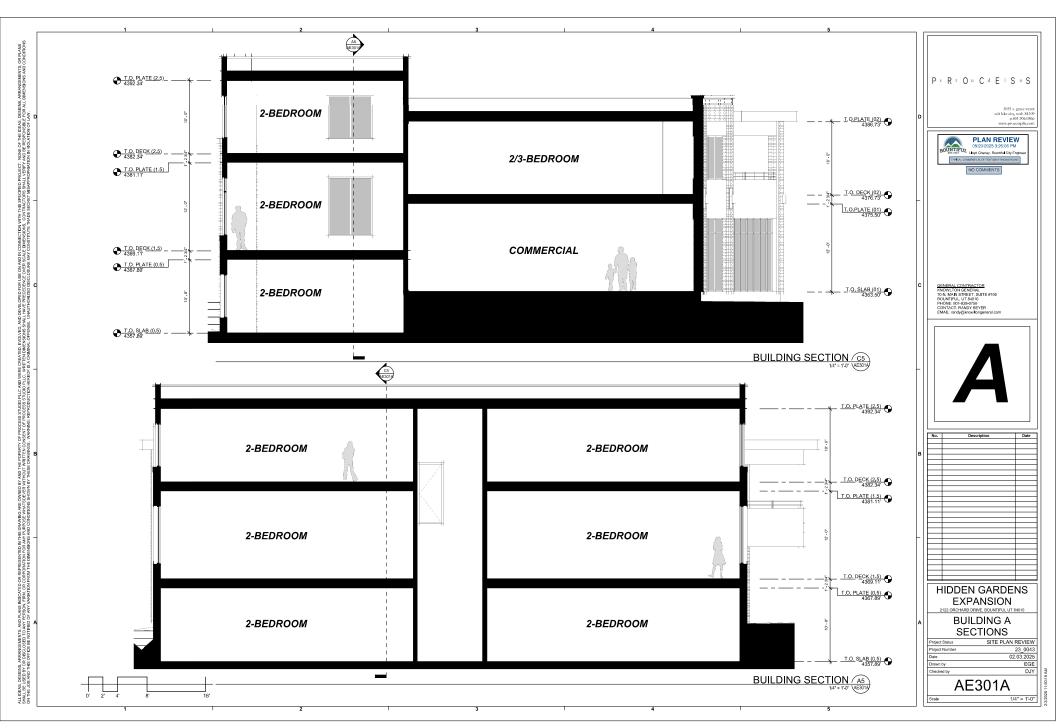




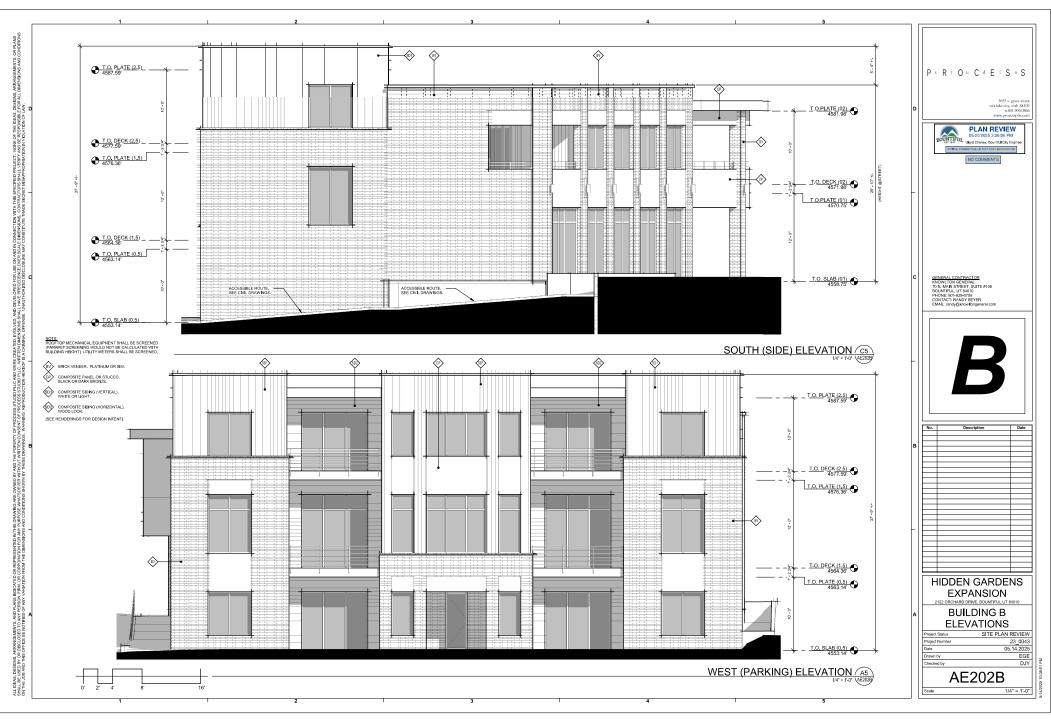




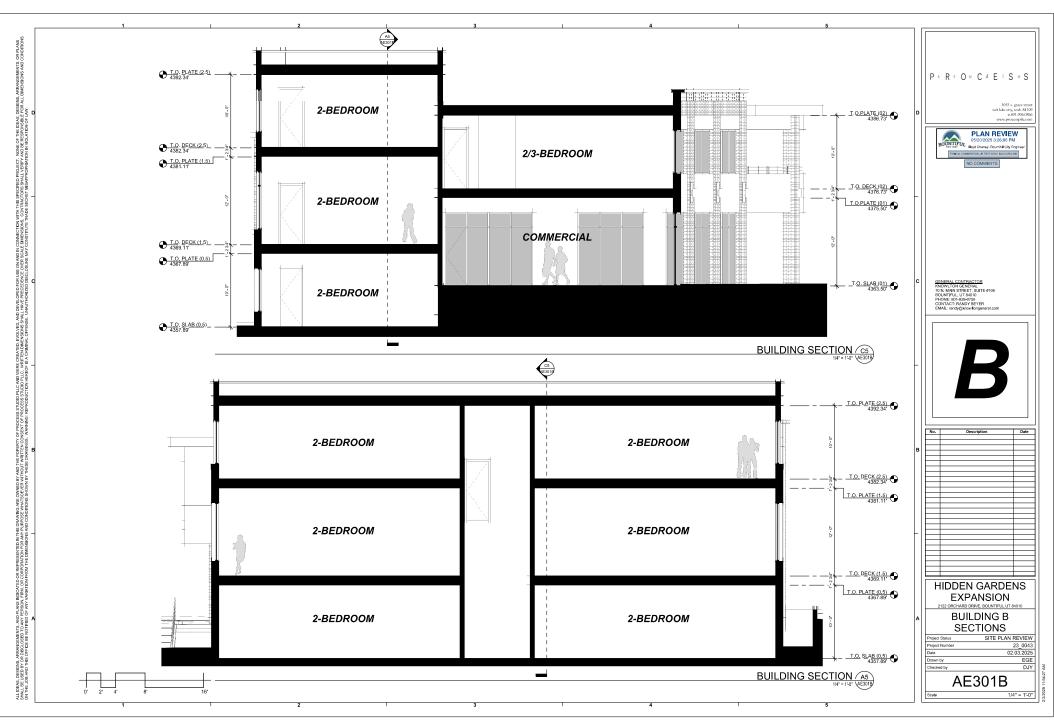






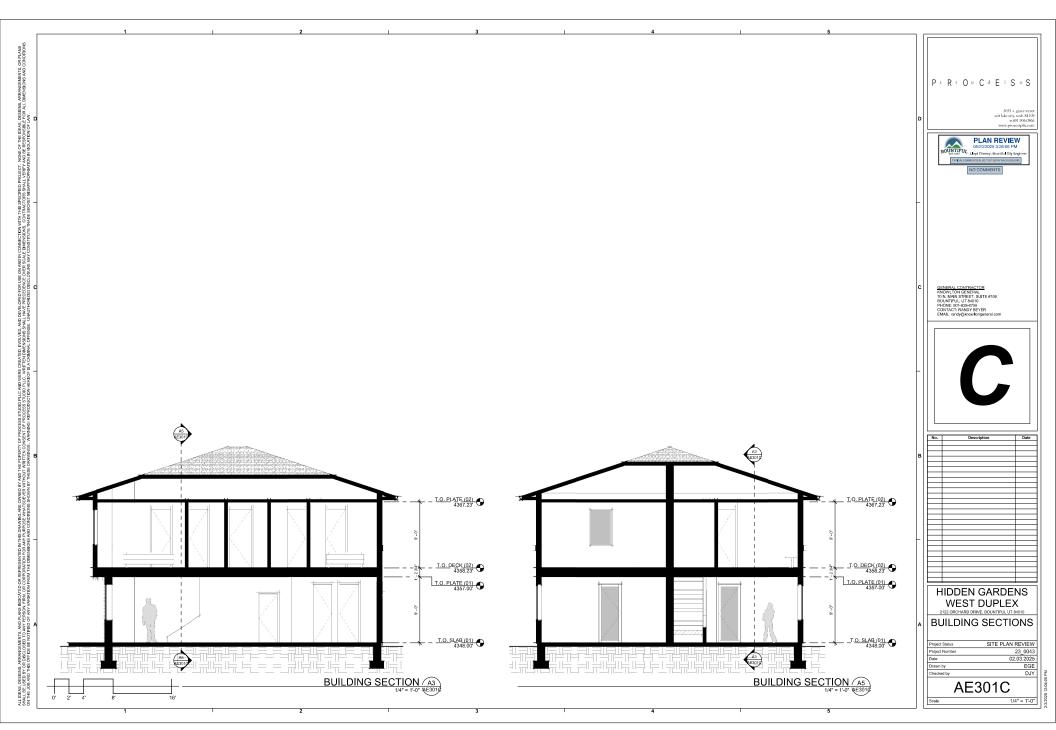


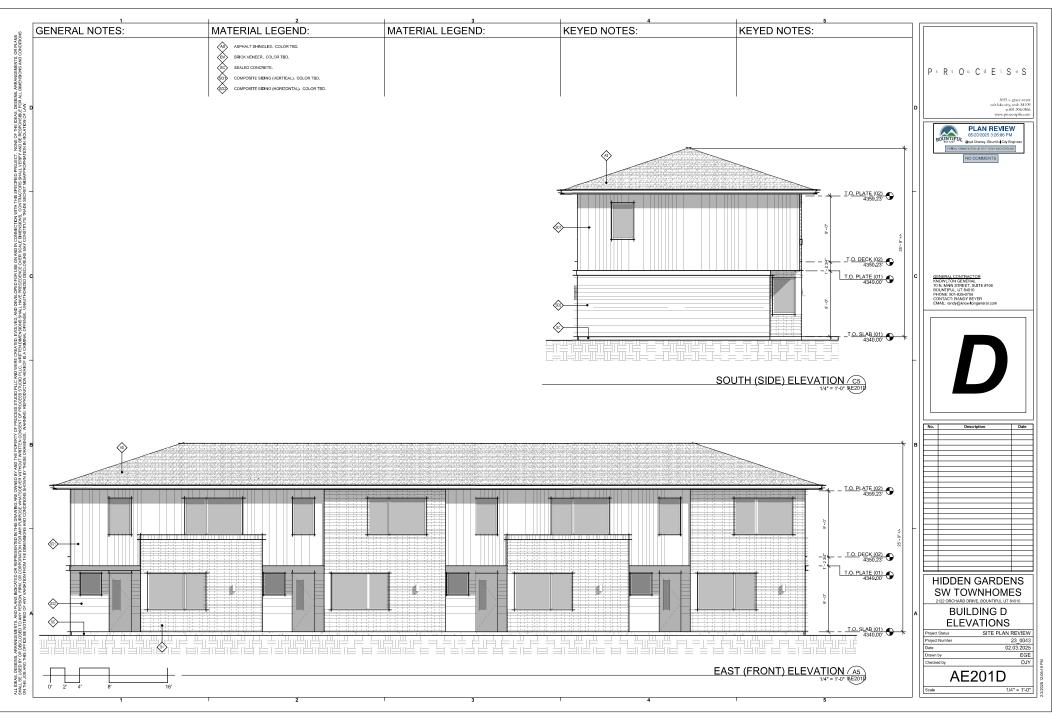


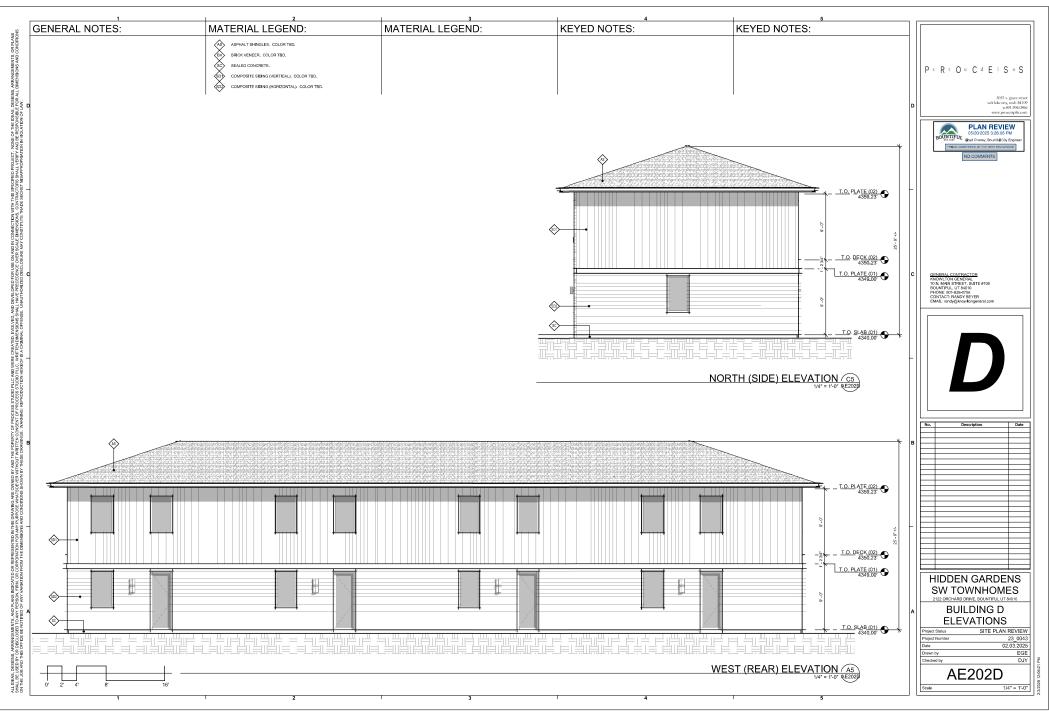


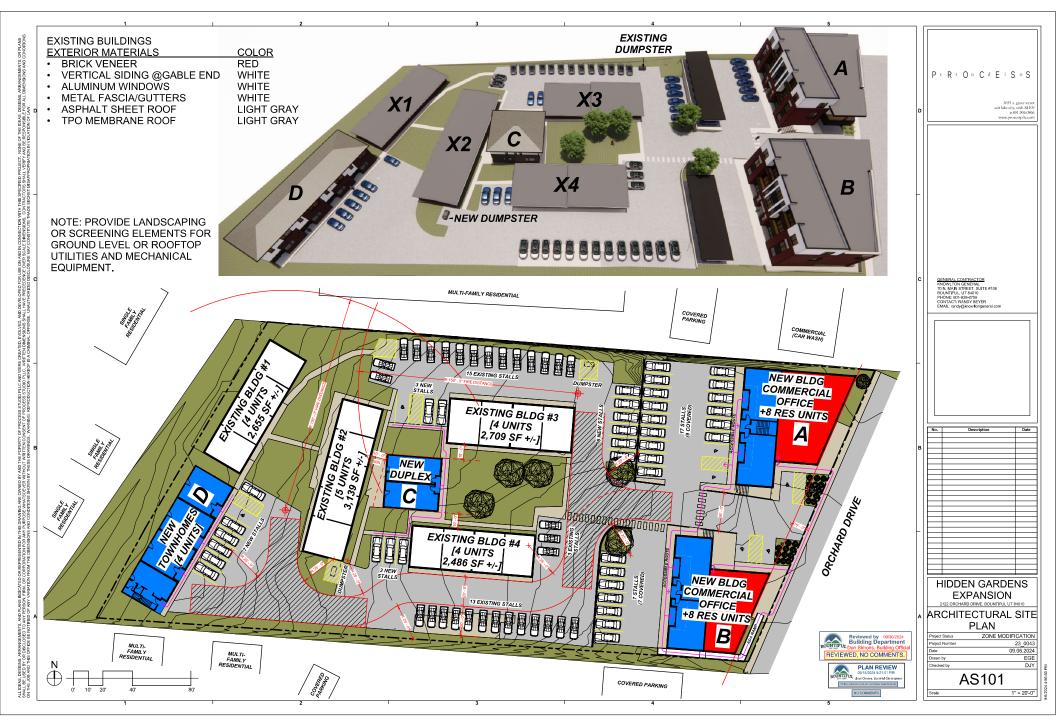














# BOUNTIFUL

MAYOR Kendalyn Harris

CITY COUNCIL Kate Bradshaw Beth Child Richard Higginson Matt Murri Cecilee Price-Huish

CITY MANAGER Gary R. Hill

# Bountiful City DRAFT Ordinance No. 2025-10

An Ordinance Amending Section 2 Minimum Building Setbacks of Bountiful City Ordinance No. 2024-09 Which Contained the Development Standards of the Hidden Gardens Project located in the MXD-R Zone Approved by the City Council on December 10, 2024.

#### It is the finding of the Bountiful City Council that:

- 1. The Bountiful City Council is empowered to adopt and Ordinances pursuant to Utah State law and under corresponding sections of the Bountiful City Code.
- 2. The proposed Ordinance/Development Plan amendment request has been made by the owner of the subject property.
- 3. As required by Section 14-2-205 of the Bountiful City Land Use Ordinance this Ordinance/Development Plan amendment is found to be in harmony with the objectives and purposes of the Land Use Code.
- 4. After a public hearing, the Bountiful City Planning Commission recommended in favor of approving this Ordinance amendment on June 17, 2025.
- 5. The Bountiful City Council reviewed this proposal on July 8, 2025.

#### Now therefore, be it ordained by the City Council of Bountiful, Utah:

<u>Section 1.</u> This Ordinance pertains to the Hidden Gardens Project consisting of approximately 2-acre parcel of land located at 2122 Orchard Drive located in the Mixed-Use Residential (MXD-R) zone.

<u>Section 2.</u> The front yard building setback, measured from Orchard Drive, is ten feet (10') minimum, and supersede any conflict.

<u>Section 3.</u> City ordinances in conflict with these provisions are hereby repealed. However, all provisions in force immediately prior to this ordinance shall continue in force hereafter for the purpose of any pending legal action, all rights acquired, all fines, penalties and forfeitures imposed, and any liabilities already incurred.

Section 4. This ordinance shall go into effect immediately upon first publication.

#### Adopted by the City Council of Bountiful, Utah, this 8<sup>th</sup> day of July 2025.

Kendalyn Harris, Mayor

ATTEST:

Sophia Ward, City Recorder

# **Planning Commission Staff Report**

Subject:	Final Architectura
	Hotel at 638 Nort
Author:	Amber Corbridge,
Date:	June 17, 2025

inal Architectural and Site Plan Approval for a otel at 638 North 500 West mber Corbridge, Senior Planner ıne 17, 2025



### **Background**

The applicant, Logan Johnson, project manager for *TownePlace Suites with Marriot*, is requesting Final Architectural Site Plan Approval for a hotel at 638 North 500 West. The 1.44-acre site is currently vacant. (See Figure 1, below). This proposal includes a new forty-five (45) feet tall 13,440 square ft. building (discussed in detail, below). The building exterior consists of muted blue and earth tone colored stucco and fiber cement siding, entrance canopies, and angled parapet features (See Attached Architectural Plans). This proposed hotel includes eighty-seven (87) rooms, seven (7) employees, and eighty (80) parking stalls on site, plus shared parking and cross access between the adjacent sites, *Culver's* and *7Brew*, fast-food restaurants facing 500 West (See Attached Parking Study for details).



Figure 1. Aerial of 638 N 500 W April 2025

## <u>Analysis</u>

The property is located in the Heavy Commercial (C-H) Zone. Bountiful Land Use Code section 14-6-103 lists a hotel as a permitted use, and section 14-6-111 states that Site Plan Approval shall be required for any new construction or change in use in this zone.

### Site Plan Approval Standards

The Planning Commission shall determine if the proposed architectural and site development plans submitted are consistent with the purpose and objectives of the Code (14-2-301 and 14-2-306). The purpose of the architectural and site plan review and approval process includes:

- 1. Implementing the policies and goals established in the Bountiful City General Plan.
- 2. Compliance with the Land Use Code.
- 3. Promoting the orderly and safe development of land in the City.
- 4. Promoting the orderly layout of buildings, landscaping, walkways, lighting, and other site improvements.

The proposed plans for a new hotel have been reviewed by Staff for compliance with the above criteria. The proposal meets the goals and objectives of the General Plan, where old commercial areas need to be redeveloped (Bountiful City 2009 General Plan – Land Use Master Plan pg.2).

#### Building Height and Setback Requirements

The proposed building elevations show the building height measured from average grade at forty-five (45) feet and excludes elements like parapets not used for human occupancy, which meets the maximum height allowed in the zone (\$14-6-107). The parapet and screening on the rooftop add about 12' to the structure, as shown below in Figure 2.



Figure 2. Architectural Plans, Page 1, Attached

The site plan shows the building oriented lengthwise along the north property line (Figure 3, below), where the proposed building setbacks are:

Yard Side	Proposed Building Setback	Minimum Required	Building Setback	
		Building Setback*	Difference	
North	11.4' (reduction requested)	20'	8.6'	
East	10.8' (reduction requested)	20'	9.2'	
South	218' (complies with code)	20'	N/A	
West	6.5' (reduction requested)	20'	13.5'	

\*An additional 10' setback would be required to meet Code <u>§14-6-105</u>:

[Required yard setbacks] shall be increased by one-foot (1') for each foot in height the structure extends above thirty-five (35) feet, or the portion of the building extending above thirty-five (35) feet may be set back the equivalent horizontal distance. An interior side or rear yard setback may be reduced during the site plan approval process if the land use authority determines that there is no need for a landscape buffer along that portion of the site, and that the public interest is better served by reducing the setback. However, no setback may be less than required by the International Building Code.

The adjacent property to the north is occupied by a construction company, the properties to the east include an elementary school and senior living facility, and the property to the west is approved for a drive-through coffee shop. The setbacks to the north and east include landscaping and walkways, where the setback area to the west includes walkways and a shared drive aisle. Staff finds the proposed setbacks sufficient, as it complies with building code and does not negatively impact surrounding properties.

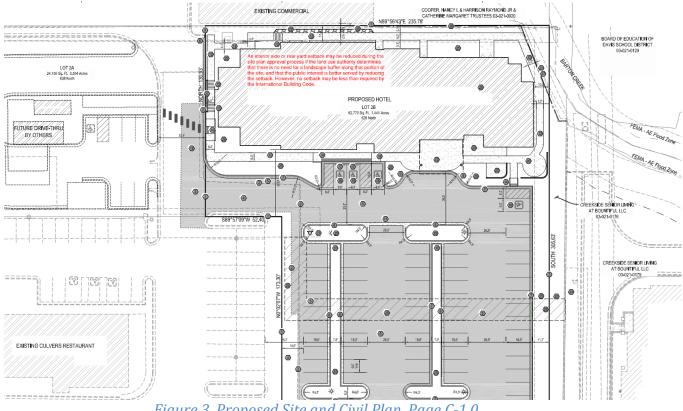


Figure 3. Proposed Site and Civil Plan, Page C-1.0

#### Pedestrian Circulation

The Land Use Authority, the City Council, approved the 7Brew Site Plan (Figure 4, below) with a condition to connect pedestrian paths between the two properties. At the time, the hotel site plan was in review and needed to show a pedestrian connection to 7Brew.

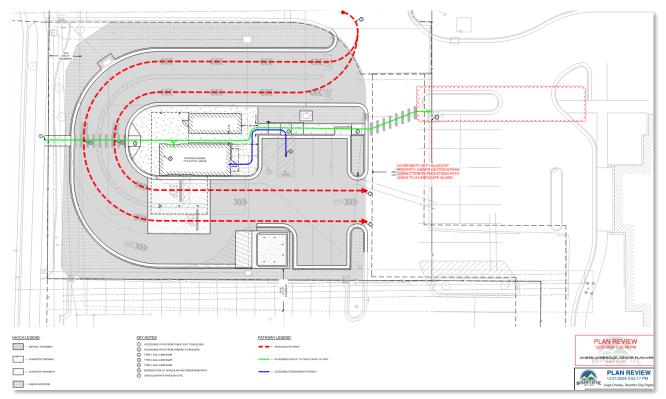


Figure 4. 7Brew Approved Pedestrian Circulation, 2024

Now, the proposed hotel site plan shows a pedestrian connection with 7Brew, shown in Figure 3 above, which is striped across the drive aisle and connects to the proposed sidewalk. This promotes safe circulation for both the driver and the pedestrian.

#### Parking and Vehicle Access

The proposal shares an approved UDOT cross-access with the adjacent properties to the north and east. The subdivision plat for this development includes an easement and is shown on the attached Land Survey. There is enough parking to provide for the hotel and two adjacent fast-food restaurants, using the attached parking study.

#### **Department Review**

This staff report was written by the Senior Planner and was reviewed by the City Engineer, City Attorney, and Planning Director.

#### **Significant Impacts**

There are minimal impacts of this proposed development on the property and surrounding uses. The property is now a vacant lot and is adjacent to similar types of uses along a major commercial corridor. There are other remaining staff comments, such as providing water utility easements, which will need to be satisfied prior to occupancy.

#### **Recommendation**

Staff recommends that the Planning Commission review the Final Architectural and Site Plan application for the hotel and forward a positive recommendation to the City Council subject to:

- 1. Record utility easements on the property for water lines, prior to obtaining occupancy.
- 2. Meet all Staff review comments.

#### **Attachments**

- 1. Civil and Site Plans
- 2. Pedestrian Plan
- 3. Landscape Plan
- 4. Architectural Plans
- 5. Parking Study
- 6. Recorded Access and Parking Agreement

# **TOWNEPLACE SUITES** 628 NORTH 500 WEST **BOUNTIFUL, UTAH**

ENGINEER:

DEVELOPER: WRIGHT DEVELOPMENT GROUP 1178 LEGACY CROSSING BLVD, #100 CENTERVILLE, UT 84104 (801)773-7339

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MICHAEL STATEN, P.E. STATEN ENGINEERING, PLLC 1014 W 4175 S RIVERDALE, UT 84405 (801) 589-2686

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### **CIVIL SHEET INDEX:**

C-0.0 CIVIL COVER SHEET

- C-0.1 DEMOLITION PLAN
- C-0.2 EROSION AND SEDIMENT CONTROL PLAN
- C-1.0 CIVIL SITE PLAN
- C-2.0 GRADING AND DRAINAGE PLAN
- C-3.0 UTILITY PLAN
- C-4.0 CIVIL DETAILS

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FOR:

# WRIGHT DEVELOPMENT GROUP 1178 LEGACY CROSSING BLVD. #100 CENTERVILLE, UT 84104 CONTACT: LOGAN JOHNSON PHONE: 801-773-7339 ഗ SUITES OWNEPLACE

**528 NORTH 500 WEST BOUNTIFUL UTAH** 



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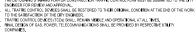
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### CIVIL COVER & SPECIFICATIONS

C-0.0





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SAFETY NOTICE: ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONJUCT THE PORTADIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC B PROTECTED, ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HALTH REQULATIONS OF THE JLS, DEPARTIENT OF CLARDAR AND THE STATE OF UTH ADDREATHENT OF TO NOUSTRUL RELATIONS CONSTRUCTION SAFETY ORDERS." THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR THE CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CALL BEFORE YOU DIG 1-800-662-4111 48 HOURS PRIOR TO BENCHMARK ELEVATION: 4484.22 MONUMENTINT 500 W 8.400 N

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- ADJUSTED TO FINISH GRADE. 8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT EXCEPT AS NOTED.

- SITEWORK: 1. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS. UTLIFES, AND SIGNS, ETC. UNLESS OTHERMORE NOTED ON THESE PLANS. 2. INTERPORT OF A DECEMBER OF A DEC

- REQUIRED FACILITY OR IMPROVEMENT, MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES,

ETC. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE INPROVEMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EDISTING UTILITIES.

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ON THE PLANS. PROPOSED POWER, GAS, AND COMMUNICATIONS LINES WILL BE PROVIDED BY RESPECTIVE UTILITY COMPANIES. DESIGN-BULD UNDER SEPARATE CONTRACTS WITH THE OWNER, UTILIZING APPLICABLE UTILITY EASEMENTS

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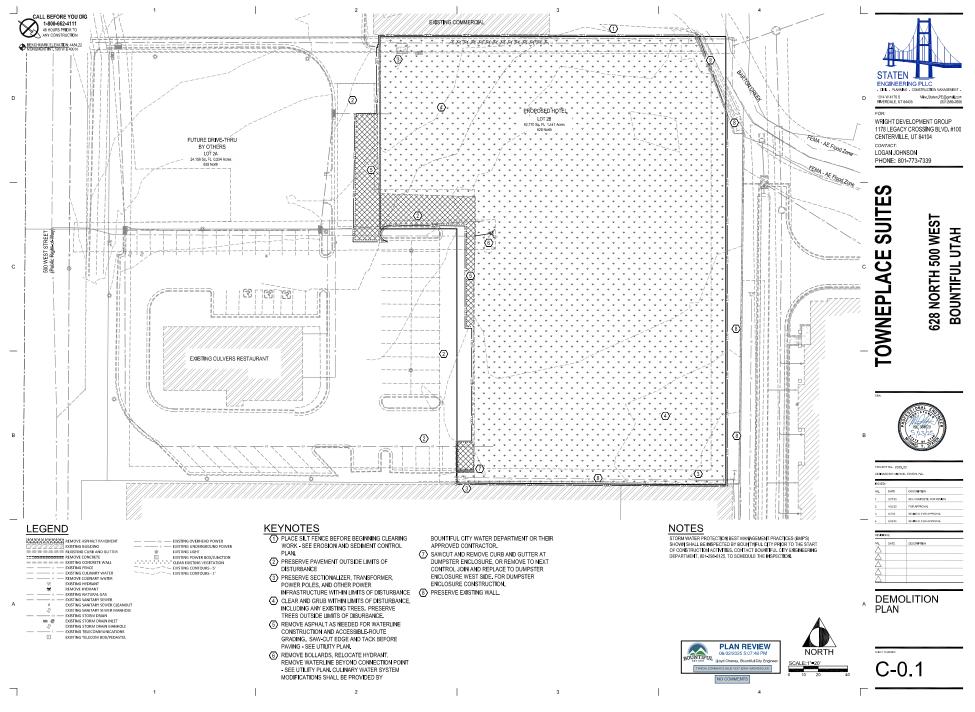
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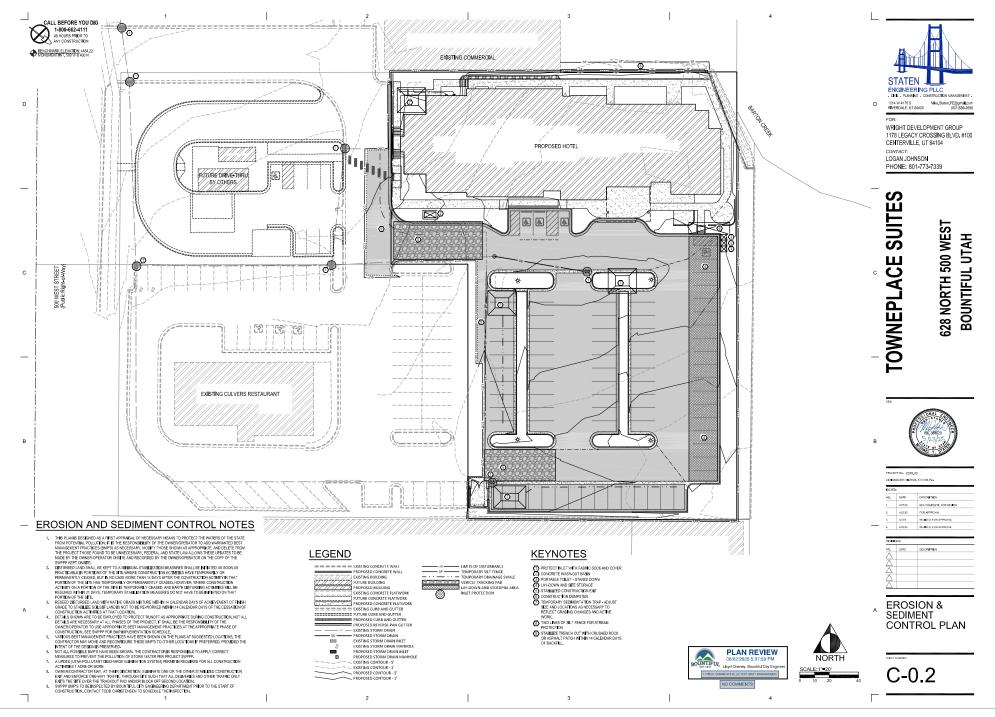


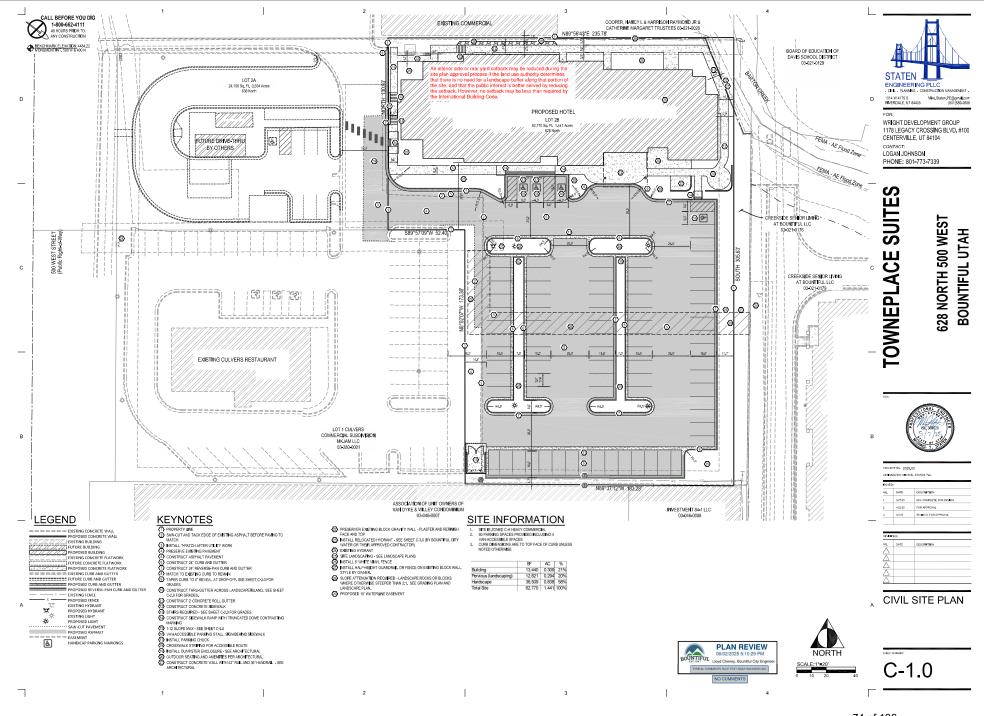
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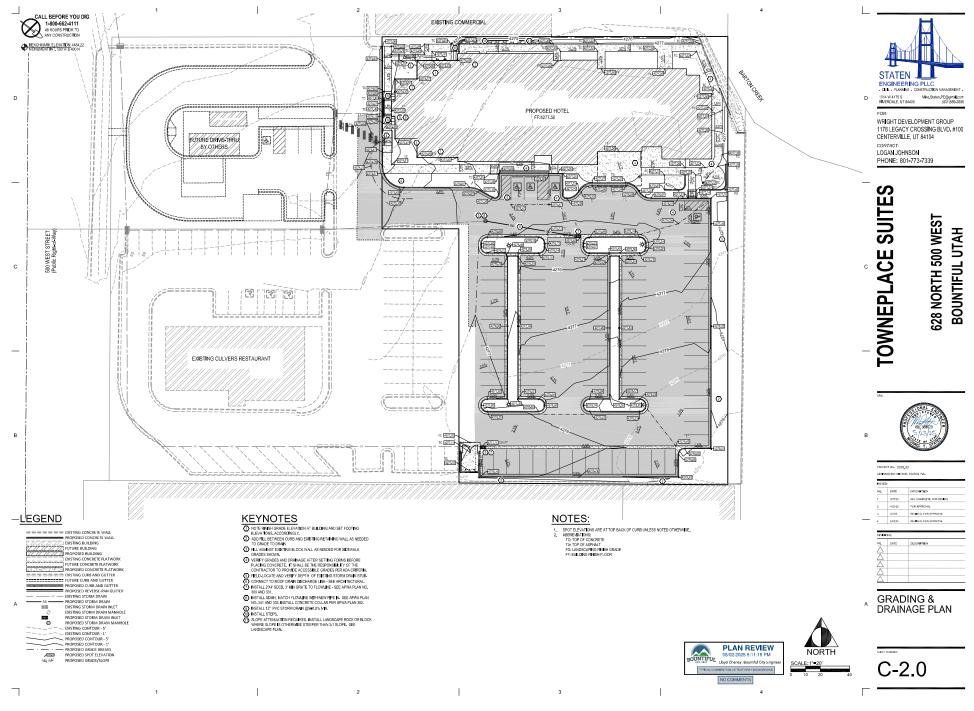


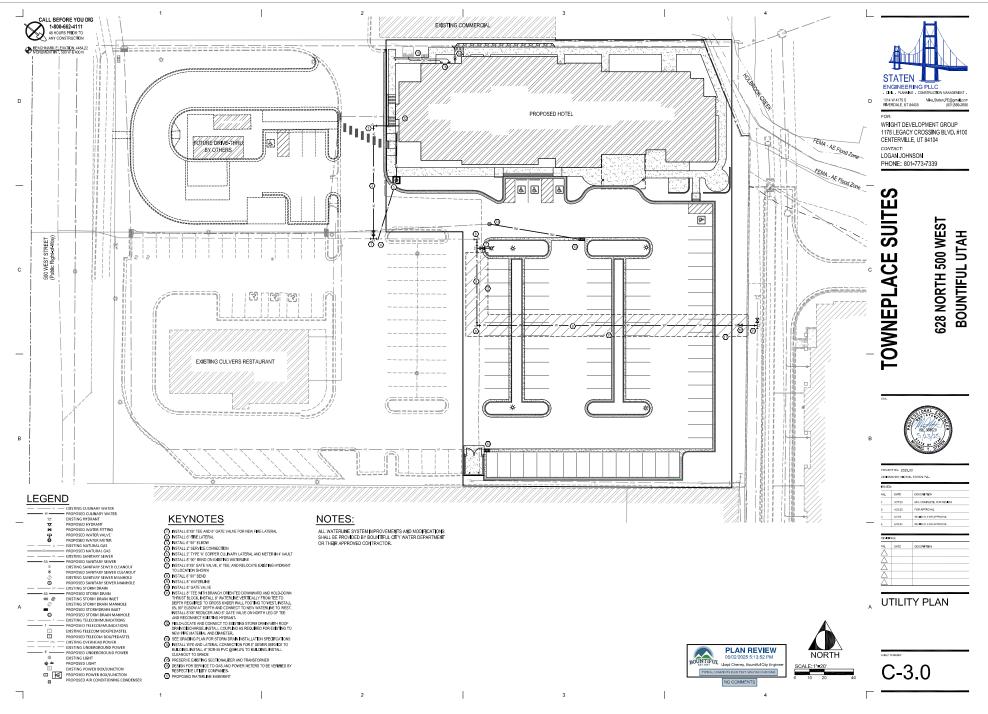
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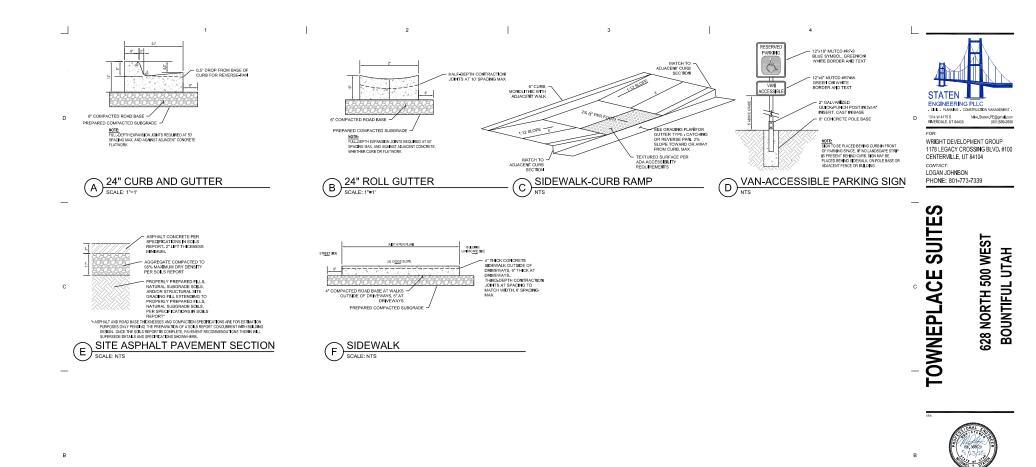












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PROJECT NO. 2025-03 DEBISNED BY: NECHAEL STATEN P.E.

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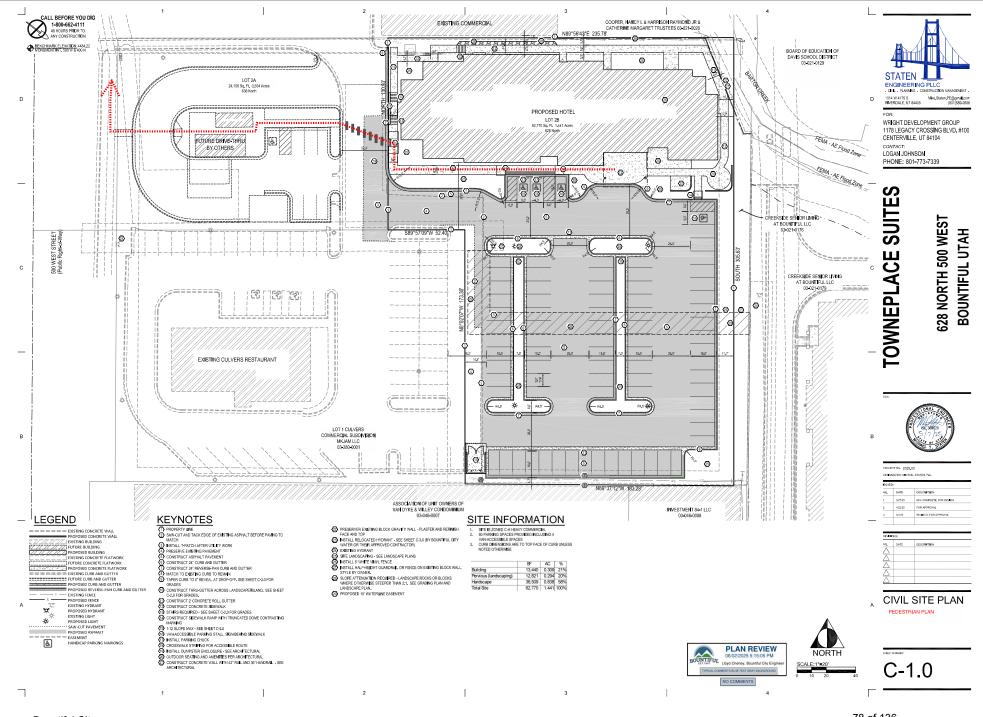
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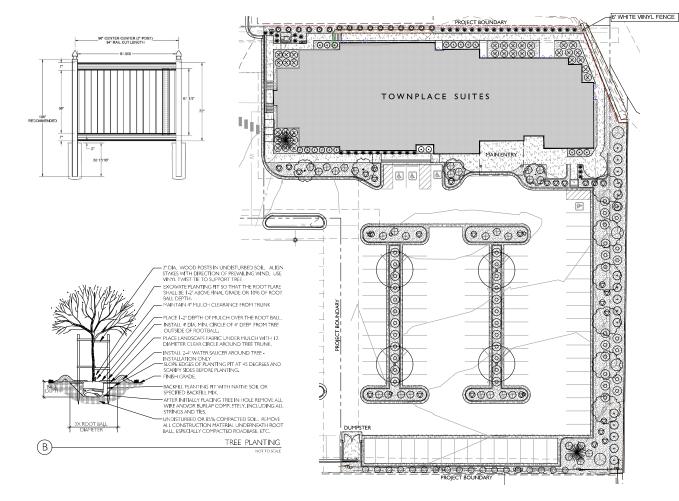








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LANDSCAPE	GENERAL	NOTES

LANDSCAPE SCHEDULE

TREES

SHRUBS

Botanical Name

Acer trun, x A. plat. Keithsform

Prunus x yedoensis "akebono"

Prunus virginiana 'Canada Red'

Juniperus chinensis Sea Greer

Rhamnus frangula columnaris

Juniperus horizontalis 'Buffalo'

Rhus aromatica 'Grow Low'

ORNAMENTAL GRASSES

GROUNDCOVERS

MULCH 14,453 S.F. Decorative Rock Mulch, 2" Crushed,

Juninerus chinerasis densaerecta

Pruus laurocerasus 'Chestnut Hill

Calamagrostis x acut. 'Karl Foerster

Symphonicarpos x chenaulti 'Hancock'

Malus Spring Snow

Prunus x cistena

Picea orientalis Wells Green Knight

Caryopteris × dandonensis Dark Knight

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I. Contractor shall locate and verify the existence of all utilities within project area prior to co

Common Name

Daybreak Cherry

Oriental Spruce

Chokecherry

Cistena Plum

Sea Green luniper

Talhedge Buckthorn

Chestnut Hill Cherry Laurel

Karl Foerster Feather Grass

Spartan luniper

Buffalo Juniper

Hancock Coralberry

Grow Low Suma

Norwegian Sunset Maple

Spring Snow Crabapple

Dark Knight Bluebeard

Size

2" Cal.

2" Cal.

6' Min

2º Cal.

2º Cal

2 Gal.

2 Gal.

5 Gal.

2 Gal

2 Gal.

2 Gal

I Gal.

2 Gal.

2 Gal.

2 Gal.

Min. 3"

- 2. Do not commence planting operation until rough grading has been completed
- 3. All plants shall bear the same relationship to finished grade as the original grade before digging.
- 4. Pre-emergent herbicide shall be used prior to mulch placement
- All plant materials shall conform to the minimum guidelines established by the American Standard for Nursery Stock, published by the American Nursery Association, Inc. 5.
- 6. All plants to be balled and burlapped or container grown, unless otherwise noted on the plant list-
- 7. The contractor shall supply all plant material in quantities sufficient to complete the planting shown on the drawings.
- 8. Any proposed substitutions of plant species shall be made with plants of equivalent overall form, height, branching habit, flower, leaf color, fruit and culture only as approved by the Project Representativ
- 9. All shrub, groundcover, and perennial beds shall receive four inches (4<sup>e</sup>) of topsoil prior to planting.
- 10. Submit topical report prepared by a qualified soil testing laboratory prior to soil placement. Topical shall meet the following mechanical analyse: Sard (0.05-2.0m Obj.2) 0796 Clay (0.002-0.05 mm Da) 20 70% The mose: related on a # 10 see willow 15 percent, the topical shall meet the following analysis oriteria:

pH Range of 5.5 to 8.2, a min. of 496 and max. of 896 organic matter content and free of stones  $\frac{1}{4}$  or larger Soluble safts <2 dS/m or mmho/cm and sodium absorption ration (sar) <6.



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LANDSCAPE PLAN













#### IRRIGATION PIPE SIZING SCHEDULE

Drip Control Zone - Rainbird XCZ-100-PR8COM
 Quick Coupling Valve Assembly

Lateral Pipe - Schedule 40 PVC

- - Mainline - I\* Schedule 40 PVC

S Imigation Sleeving (See Plan)

A-01 Valve # 26.7 GPM 1.1/2" Valve Size

IRRIGATION SCHEDULE

SYM. MODEL

PROJECT BOUNDARY

MAIN ENTRY

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A-05 A-04 6 6

TOWNPLACE SUITES

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PROJECT BOUNDARY

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EDUCED PRESSURE BACK FLOW REVENTER: SEE IRRIGATION

DIELECTRIC UNION

-10' DIA, ROUND

COMPACTED AGGREGATE 41 THICK

> 2º PVC SCH 40 PVC SLEEVE

- GALVANIZED PIPE

 $\langle \rangle$ 

LVANIZED 90D ELL

BACKFLOW PREVENTION ASSEMBLEY

- MANUAL DRAIN VALVE

COMPACTED OR UNDISTURBED SUB-GRADE

-HINGE

PREVENITER: 5 LEGEND FNCLOSURE TIE TO PROJECT WATER MAINLINE AFTER METER

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A-0.] 6

PROJECT BOUNDARY

DUMPS

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CONTROLLER - 5 STATIONS COORD. EXACT LOCATION w/ PROJECT REP.

Distance - valve to end of lat	eral 0 - 160 FT.	160 - 200 FT.	200 - 250 FT.	250 - 300 FT.	300 - 350 FT.
3/4" SCH. 40 PVC PIPE	0 - 8 GPM	0 - 5 GPM	0 - 4 GPM	0 - 4 GPM	0 - 3 GPM
I' SCH, 40 PVC PIPE	8 - 12 GPM	5 - 10 GPM	4 - 9 GPM	4 - 8 GPM	3 - 7 GPM
I-I/4" SCH. 40 PVC PIPE	12 - 22 GPM	10 - 18 GPM	9 - 18 GPM	8 - 16 GPM	7 - 14 GPM
I-I/2" SCH. 40 PVC PIPE	22 - 30 GPM	22 - 30 GPM	18 - 26 GPM	16 - 24 GPM	14 - 22 GPM
2" SCH, 40 PVC PIPE	30 - 50 GPM	30 - 50 GPM	26 - 50 GPM	24 - 45 GPM	22 - 40 GPM
2 -1/2" SCH. 40 PVC PIPE	50 - 70 GPM	50 - 70 GPM	50 - 70 GPM	45 - 70 GPM	40 - 65 GPM
3" SCH. 40 PVC PIPE	70 - 1 10 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM	70 - 110 GPM

Drip Emitter - Rainbird Xeri-Bug XB-20PC w/ PC-DIFF-PPL Diffuser Cap - 4 / Tree, 2/Shrub

Backflow Preventer - I"
 Controller - Rainbird ESP4ME3, ESP-SM3 Module w/ LNK2WIFI, WR2-RFC - 7 Station

G.P.M. P.S.I. (x-H) PRECIP. RADIUS

#### IRRIGATION GENERAL NOTES

- Base drawings for irrigation design have been provided by others.
- Imigation design based on schematic layout of turf-shrub areas, along with schematic depiction of buildings. Any
  major deviation in building design and/or turf-shrub areas may require re-design of infigation system.
- Exact locations of major irrigation components to be approved by the Owner's Representative in the field prior to installation.
- 4. Contact the local underground utility services for utility location and identification.
- 5. Perform excavation in the vicinity of underground utilities with care and if necessary, by hand. The Contractor bears full responsibility for this work and disruption or damage to utilities shall be repaired immediately at no expense to the Owner.
- Irrigation main line and/or other components are shown schematically in hardscapes for graphic darity only. All Irrigation components shall be located in landscaped areas
- Quick coupler valves in landscaped areas shall be installed as close as possible to plan locations. Quick coupler valve spacing shall not exceed 200 feet apart to allow for hand watering of plant material.
- 8. Spray sprinklers are designed for 30 PSI at the head. Rotor sprinklers are designed for 50 PSI at the head.
- Not all sleeving necessary to complete this project is shown on plan. Portions of irrigation sleeving may have been
  previously installed by others. Coordinate location and usage with Owner's Representative.







Bountiful City Planning Commission Packet June 17, 2025

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LANDSCAPE SURFACING

LOCKING DEVICE -

STRONG

QUICKPAD

WEED BARRIER

GALVANIZED NIPPLE

> LINE FROM WATER SOURCE

> > SIDE VIEW

6" MIN. -GRAVEL

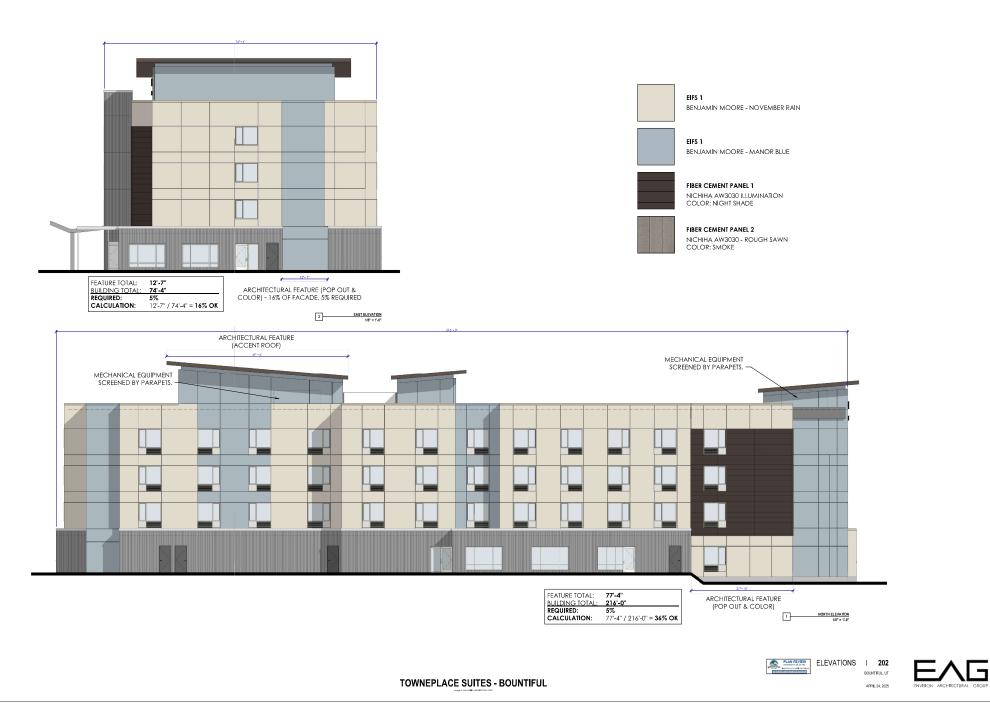
FINISH GRADE=

> GALVANIZE PIPE

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### 80 of 136







To: Bountiful City Planning & Zoning Bountiful City Hall 795 South Main Street Bountiful, UT 84010

Date: 4/24/2025 Subject: Bountiful Towneplace Suites | Parking Study

This Parking Memo has been performed at the request of the developer, Wright Development Group, in regard to the proposed Towneplace suites hotel development located at 638 North 500 West in Bountiful, UT. The proposed development will include 87 bedroom units and hired staff.

Per Bountiful City code, the proposed project parking requirements are specified below in Table 1:

Table 1 – Hotel Parking Demand

Use	Code Requirement	Required Stalls	Provided Stalls
87 hotel units	1 stall / unit	87	
No assembly space	1 stall / 200 sf	0	
Employees	1 stall / employee	7	
Total		94	80 on hotel site

Next door to proposed Townplace Suites is a Culvers restaurant. The Culvers restaurant is approximately 4,500 SF in size and has a drive-thru window. The Culvers site has 60 parking stalls, with an existing cross parking agreement for 30 stalls which lie on the eastern side of the Culvers parcel.

Per Bountiful City code, the existing Culverts parking requirements are specified below in Table 2:

Use	Code Requirement	Required Stalls	Provided Stalls
4,500 SF Restaurant	1 stall / 100 sf	45	
Total		45	60 on culvers site



With a cross-parking agreement in place, the combined uses parking requirements are specified below in Table 3:

Use	Code Requirement	Required Stalls	Provided Stalls
87 hotel units	1 stall / unit	87	
No assembly space	1 stall / 200 sf	0	
Employees	1 stall / employee	7	
4,500 SF Restaurant	1 stall / 100 sf	45	
Total		139	140

# Table 3 – Combined Parking

Based on the combined parking requirements and provided stalls, the development is required to have 139 parking stalls and it will provide 140, no parking stalls short. A previous version of this study contemplated demand based shared parking. However, this study now shows that the available stalls provide enough parking irrespective of each tenants projected peak demand windows. However, the demand analysis is still provided below.

On October 10 and 11, 2024 the Culvers site was visited during the noon peak (11:30 am to 2:00 pm) and pm peak (5:00 pm to 8:30 pm) to determine how many parking stalls were being used. The peak hours for the restaurant are during the noon peak hours and the maximum number of parking stalls used was 39. The store was still busy during the PM peak, but the maximum number of parking stalls used was 32.

A hotel use is busy from check-in time which starts around 4:00 PM until check-out which is 10:00 AM – with a high percentage of these check-ins not arriving until after the dinner rush. During the daytime, the hotel parking demand is drastically reduced. This time is offset from when the restaurant is the busiest – which is from 11:30 am to 2:00 pm. Because of the off-setting peak parking demands between the two uses, a reduction in parking stall requirements can be implemented.

Based upon field observation and studies of these uses mentioned above, the recommended parking stalls to service both developments is 126. The number of stalls provided is 140. This is shown in Table 4 below.



Use	Code Requirement	Required Stalls	Provided Stalls	
87 hotel units	1 stall / unit	87		
No assembly space	1 stall / 200 sf	0		
Employees	1 stall / employee	7		
4,500 SF Restaurant	1 stall / 100 sf	45		
Total		139	140	
Off-Setting Demands	-17	122	140	

Table 4 –	Combined	Parking	Demand
	Combined	I UIKIIIS	Domana

Based upon the above study, it is recommended that with a cross parking agreement in place – the minimum number of stalls for the overall development is 122 and the development will provide 140 stalls and should be permitted.

If any questions arise, please let us know.

Regards,

Thomas Hunt

Thomas Hunt Principal Engineer & Planner

E 3597620 B 8639 P 454-469 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 12/04/2024 12:23:49 PM FEE: \$40.00 Pgs: 16 DEP eCASH REC'D FOR: STEWART TITLE OF UTAH

# 2271265 WHEN RECORDED, RETURN TO:



Ballard Spahr LLP 201 S Main Street, Suite 800 Salt Lake City, UT 84111 Attn: Steven P. Mehr

APNs: 03-280-0001, 03-300-0002, 03-300-0003

# ACCESS AND MAINTENANCE AGREEMENT

THIS ACCESS AND MAINTENANCE AGREEMENT is made and entered into as of the 26<sup>th</sup> day of November, 2024 ("Effective Date"), by and among ES 177601 LC, a Utah limited liability company ("ES"), YOUNG ADVANTAGE, INC., a Utah corporation ("Young Advantage"), and MKJAM LLC, a Utah limited liability company ("MKJAM"). ES and MKJAM are at times collectively referred to herein as the "Parties," and individually as a "Party."

## **RECITALS:**

A. MKJAM is the owner of certain real property in Davis County, Utah, located at 620 N 500 W in Bountiful, Utah, and more particularly described on "**Exhibit A**" attached hereto, together with certain buildings and improvements presently located or to be located thereon ("Lot 1").

B. ES is the owner of certain real property in Davis County, Utah, located at 638 N 500 West, Bountiful, Utah 84010, as legally described on "Exhibit A-1" attached hereto, together with certain buildings and improvements presently located or to be located thereon ("Lot 2A").

C. Young Advantage is the owner of certain real property located in Davis County, Utah, 628 N 500 W, Bountiful, Davis County, Utah, as legally described on "<u>Exhibit A-2</u>" attached hereto, together with certain buildings and improvements presently located or to be located thereon ("Lot 2B").

D. Lot 1, Lot 2A, and Lot 2B (collectively, the "**Properties**", individually "**Property**") comprise the Culvers Commercial Subdivision, as set forth on the Culvers Commercial Subdivision – Phase 2, Amending Lot 2 – Culvers Commercial Subdivision Plat recorded in the Office of the Recorder of Davis County ("**Recording Office**") on October 24, 2024 as Entry No. 3592204, Book No. 8613, Page No. 61 ("**Subdivision Plat**"), attached hereto as "<u>Exhibit B</u>".

E. The Parties desire to confirm certain ingress, egress, and use rights over real property located on Lot 2A, as depicted on "<u>Exhibit C</u>" attached hereto, and referred to hereinafter as the "Access Easement Area," which includes portions of that certain Cross Access Easement Agreement dated January 25, 2018, recorded in the Recording Office as Entry No. 3072301, Book No. 6938, Page No. 138, that certain Cross Access Easement dated May 9, 2018, recorded in the Recording Office as Entry No. 3108930, Book No. 7070, Page No. 46, and other real property. Further, the Parties desire to establish certain rights and responsibilities to provide for the maintenance and operation of the Access Easement Area.

F. The Parties further desire to establish certain ingress, egress, and parking rights and responsibilities over the Properties, all upon the terms and conditions set forth in this Agreement.

## **AGREEMENT:**

NOW, THEREFORE, in consideration of the above recitals, the mutual promises contained below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. <u>Recitals</u>. The Recitals are an integral part of the agreement and understanding of the Parties, and are hereby incorporated by reference as if fully set forth herein.

2. <u>Declaration of Easements</u>. Each Party, for itself and its successors and assigns, hereby declares that the Properties shall, from and after the date hereof, be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, maintained, altered and improved subject to the easements, equitable servitudes, covenants, conditions and restrictions set forth in this Agreement, all of which are declared to be a part of, pursuant to, and in furtherance of a common and general plan for the improvement and development the Properties. The provisions of this Agreement shall run with the land and shall bind, be charged upon, and inure to the mutual benefit of the Properties.

3. <u>Grant of Access Easement</u>. Subject to the terms and conditions set forth in this Agreement, ES grants the following non-exclusive, appurtenant easements in perpetuity, in, on, over, under, across and through the Access Easement Area:

a. ES hereby grants and conveys to MKJAM and its successors and assigns, and for the use, benefit and enjoyment of MKJAM, its successors, assigns and lessees and their respective agents, employees, customers, vendors and invitees, a non-exclusive easement appurtenant for maintenance and repair and pedestrian and vehicular ingress and egress over, across and through the Access Easement Area, as such may exist from time to time, subject to the provisions hereof.

b. ES hereby grants and conveys to Young Advantage, and its successors and assigns, and for the use, benefit and enjoyment of Young Advantage, its successors, assigns and lessees and their respective agents, employees, customers, vendors and invitees, a non-exclusive easement appurtenant for pedestrian and vehicular ingress and egress over, across and through the Access Easement Area, as such may exist from time to time, subject to the provisions hereof.

4. <u>Access Easement Maintenance and Snow Removal</u>. MKJAM, and its successors and assigns, shall manage and peform (or cause to be managed and performed) the repair, maintenance and snow removal for the Access Easement Area including but not limited to the following, referred to hereinafter as the "Maintenance Services":

a. Maintaining the surfaces of the Access Easement Area in a smooth and evenly covered condition which will allow for proper usage and drainage. Such maintenance shall include replacement or repair of all or any portion of Access Easement Area with the same type of surface and material originally installed or such substitute as shall in all respects be equal or better in quality, use and durability. Such maintenance shall also include cleaning, sweeping and restriping of the Access Easement Area in conformity with all applicable governmental regulations and in a safe, sound and functional condition consistent with a standard comparable to other similar developments in Davis County;

b. Removing all snow, ice, debris and refuse and sweeping to the extent reasonably necessary to keep the Access Easement Area in a safe and clean condition. Snow and ice shall be removed as frequently as is reasonably necessary to prevent excessive snow accumulations on Access Easement Area;

c. Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers or lines;

d. Operating, keeping in repair and replacing such artificial lighting facilities as shall be required by applicable governmental authorities or as installed by the Parties; and

e. Performing such other maintenance and services with respect to the Access Easement Area as MKJAM determines is reasonably necessary.

5. <u>Access Easement Maintenance Costs</u>. Young Advantage and ES shall remit payment to MKJAM for their respective shares of the costs associated with the Maintenance Services ("Maintenance Costs"), in such amount as designated by MKJAM. The Maintenance Costs shall include an administrative fee for the Maintenance Services not to exceed eight percent (8%) of the actual costs incurred by MKJAM in providing the Maintenance Services. MKJAM shall keep records of the Maintenance Services and Maintenance Costs and shall provide copies of these records to the other Parties from time to time as they may reasonable request; provided however, MKJAM shall not be obligated to produce such records greater than once per calendar year.

a. Each Property shall contribute its pro rata share of the Maintenance Costs in accordance with the following percentages:

Lot 1	33.3%
Lot 2A	33.3%
Lot 2B	33.4%

b. On or before April 1st of each calendar year, MKJAM will submit (or cause to be submitted) to Young Advantage and ES a statement reconciling the Maintenance Costs for the immediately preceding calendar year ("**Reconciliation Statement**"), which shall (a) reconcile all such payments made by the Parties during such prior year with actual costs incurred by MKJAM and (b) adjust the amount payable by the Parties for the calendar year in which the Reconciliation Statement is provided.

c. Any amounts not paid by Young Advantage and ES within thirty (30) days of the date of receipt of the invoice from MKJAM shall accrue interest at a rate of one and

one-half percent (1.5%) per month until paid. Any delinquent Party shall also be responsible for paying reasonable costs of collection including any applicable costs and attorney's fees. Any unpaid amounts not paid within ninety (90) days of receipt may become a lien against the non-paying Party's parcel, or any future subdivisions thereof, upon recordation in the Recording Office of written notice of such delinquency and lien.

**Reciprocal Parking Easement.** Subject to the conditions, limitations, and 6. reservations contained herein MKJAM, and Young Advantage hereby grant and establish, for the benefit of each other, and their respective successors and assigns, a non-exclusive perpetual easement on, over, under, and across the driveways, parking areas, drive aisles, access ways, and landscaping surrounding such areas, located from time to time on Lot 1 ("Lot 1 Parking Easement Area"), and the driveways, parking areas, drive aisles, access ways, and landscaping surrounding such areas, located from time to time on Lot 2B ("Lot 2B Parking Easement Area" and together with the Lot 1 Parking Easement Area, the "Parking Easement Area"), for reasonable access to and from the Properties and the improvements thereon, parking in parking areas and ingress and egress to, from, upon, over and across all of the Parking Easement Area now and from time to time existing on the Properties for the purpose of vehicular and pedestrian ingress and egress between all portions of the Parking Easement Area, to and from the Subdivision, and to and from all abutting streets or rights of way furnishing access to the Properties. For the avoidance of doubt, the Parking Easement Area does not include the Access Easement Area. Notwithstanding the foregoing, this easement shall not prohibit the rights of MKJAM, and Young Advantage from (i) reconfiguring, relocating, modifying or constructing parking, roadways and vehicular passageways, driveways, and driving lanes, (ii) constructing and maintaining traffic and parking control islands and other such facilities, or (iii) establishing rules, regulations, or hours of operation, with respect to the Parking Easement Area on their respective Property so long as the parking complies with any zoning or other parking requirement of Bountiful City. Notwithstanding the foregoing, any such rules, regulations, or hours of operation with respect to the Parking Easement Area shall not prohibit Young Advantage from parking within the Lot 1 Parking Easement Area outside of the hours of operation for the respective occupants or tenants located on Lot 1.

7. Lot 2B Parking Easement Area Maintenance. Young Advantage shall maintain the Lot 2B Parking Easement Area in a smooth and evenly covered condition, including (i) replacement of base, skin patch, resurfacing and, when necessary, restriping and resealing; (ii) restriping drive lanes when necessary, but in any event as necessary to clearly identify traffic direction designations and pedestrian cross-walks; and (iii) such other maintenance that Young Advantage determines reasonably necessary, in its sole discretion. Young Advantage shall maintain the Lot 2B Parking Easement Area in accordance with this Section at its sole cost and expense.

8. Lot 1 Parking Easement Area Mainteanance. MKJAM shall maintain (or cause to be maintained) the Lot 1 Parking Easement Area in a smooth and evenly covered condition, including the (i) replacement of base, skin patch, resurfacing and, when necessary restriping and resealing; (ii) restriping drive lanes when necessary, but in any event as necessary to clearly identify traffic direction designations and pedestrian cross-walks; (iii) enforcement of any rules, regulations, or hours of operation, including the installation, placement, maintenance, repair and replacement of related informational signage; and (iv) such other maintenance that MKJAM

determines reasonably necessary, in its sole discretion ("Lot 1 Maintenance"). Young Advantage and MKJAM shall share the costs associated with performing the Lot 1 Maintenance ("Lot 1 Maintenance Costs") in accordance with this Section. Young Advantage shall remit payment to MKJAM for its pro rata share of the Lot 1 Maintenance Costs, in such amount as designated by MKJAM. The Lot 1 Maintenance Costs shall include an administrative fee for the Lot 1 Maintenance not to exceed eight percent (8%) of the actual costs incurred by MKJAM in providing the Lot 1 Maintenance. MKJAM shall keep records of the Lot 1 Maintenance and the Lot 1 Maintenance Costs and shall provide copies of these records to Young Advantage from time to time as it may reasonably request; provided however, MKJAM shall not be obligated to produce such records greater than once per calendar year.

a. MKJAM and Young Advantage shall contribute their pro rata share of the Lot 1 Maintenance Costs in accordance with the following percentages:

Lot 1	50%
Lot 2B	50%

b. On or before April 1st of each calendar year, MKJAM will submit (or cause to be submitted) to Young Advantage a statement reconciling the Lot 1 Maintenance Costs for the immediately preceding calendar year ("Lot 1 Reconciliation Statement"), which shall (a) reconcile all such payments made by Young Advantage during such prior year with actual costs incurred by MKJAM and (b) adjust the amount payable by Young Advantage for the calendar year in which the Lot 1 Reconciliation Statement is provided.

c. Any amounts not paid by Young Advantage within thirty (30) days of the date of receipt of the invoice from MKJAM shall accrue interest at a rate of one and one-half percent (1.5%) per month until paid. In the event of such delinquency, Young Advantage shall also be responsible for paying reasonable costs of collection including any applicable costs and attorney's fees. Any unpaid amounts not paid within ninety (90) days of receipt may become a lien against Lot 2B, or any future subdivisions thereof, upon recordation in the Recording Office of written notice of such delinquency and lien.

9. <u>Storm Sewer Facility</u>. Young Advantage agrees that it is prohibited from using the underground water retention facility located on Lot 1, as designated on the Subdivision Plat ("Storm Sewer Facility") and shall not use the Storm Sewer Facility to satisy any water, runoff, or stormwater retentention or drainage from Lot 2B.

10. **Insurance**. Each Party, at its sole cost and expense, shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring it against liability for bodily injury, death and property damage occurring upon or in the Access Easement Area with such policy to afford protection with a combined single limit annual aggregate with respect to bodily injury, death and property damage in such amounts as from time to time are carried by prudent owners of modern, first-class projects similar to the Subdivision in construction, location, and use. MKJAM and Young Advantage, each at its sole cost and expense, shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring it against

liability for bodily injury, death and property damage occurring upon or in the Parking Easement Area with such policy to afford protection with a combined single limit annual aggregate with respect to bodily injury, death and property damage in such amounts as from time to time are carried by prudent owners of modern, first-class projects similar to the Subdivision in construction, location, and use. Such insurance shall be issued on an occurrence basis and a comprehensive liability basis. Said insurance shall be with companies at all times having a current rating of not less than A- and financial category rating of at least Class VII in "A.M. Best's Insurance Guide" current edition. All such policies shall be written as primary policies, not contributing with and not in excess of the coverage that any other Party may carry. Each Party's Commercial General Liability Insurance policy shall name each other Party as additional insureds. Each Party shall provide the other Party with insurance certificates for all insurance required under this Section from time to time, upon written request.

Indemnification. Each Party, on behalf of itself and its successors, assigns and 11. lessees and their respective agents, employees, customers, vendors and invitees (the "Releasing Party"), shall defend, protect, indemnify and hold harmless the other Parties and such other Party's respective agents, employees, customers, vendors and invitees (the "Released Parties") against and from any and all claims, suits, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees, costs and disbursements) (collectively, "Claims") arising in connection with (a) the use of the Access Easement Area or the Parking Easement Area by the Releasing Parties, or from any activity done, permitted or suffered by the Releasing Parties in or about the Access Easement Area or the Parking Easement Area, and (b) any act, neglect, fault, willful misconduct or omission of the Releasing Party, or from any breach or default in the terms of this Agreement by the Releasing Party, and (c) any action or proceeding brought on account of any matter in items (a) or (b). If any action or proceeding is brought against a Released Party by reason of any such Claims, upon notice to the Releasing Party, such Releasing Party shall defend the same at such Releasing Party's expense by counsel reasonably satisfactory to the Released Party. Each Releasing Party hereby releases the Released Parties from responsibility for, waives its entire claim of recovery for and assumes all risk of (i) damage to property or injury to persons in or about the Access Easement Area or the Parking Easement Area from any cause whatsoever (except that which is caused by the sole active gross negligence or willful misconduct of the Released Parties or by the failure of the Released Parties to observe any of the terms and conditions of this Agreement, if such failure has persisted for an unreasonable period of time after written notice of such failure), or (ii) loss resulting from business interruption or loss of income.

12. <u>Condemnation</u>. In the event the whole or any part of the Access Easement Area or Parking Easement Area, as applicable, are taken by right of eminent domain or any similar authority of law (or in lieu of such condemnation or under threat of condemnation), the entire award for the value of the land and improvements so taken shall belong to the Party which is the fee owner of the land so taken. No other Party shall claim any portion of such award by virtue of any interest created by this Agreement; provided, however, any such other Party may file a collateral claim with the condemning authority over and above the value of the land or improvements being so taken to the extent of any damage suffered by such Party resulting from the severance of the Access Easement Area or the Parking Easement Area so taken, as applicable.

Bountiful City Planning Commission Packet June 17, 2025

13. <u>No Relationship</u>. Parties hereto do not, by this Agreement nor by any Party's acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

14. <u>No Public Dedication</u>. Nothing in this Agreement shall be deemed to be a gift or dedication of all or any portion of the Access Easement Area or the Parking Easement Area for the general public or for any public purposes whatsoever, it being the intention of the Parties that the rights granted herein be strictly limited to the purposes expressed in this Agreement. The right of any person to make any use whatsoever of the Access Easement Area or the Parking Easement Area under this Agreement is subject to the permission and control of the Parties and the terms and conditions of this Agreement. There are no intended third party beneficiaries to this Agreement. The Parties may close any part of the Access Easement Area or the Parking Easement Area located on its Property as may be reasonably necessary to prevent the public from obtaining prescriptive rights or to make repairs or alterations. In such event, the Party seeking to close the area shall provide notice to the other in advance of such closure as defined in Section 15.

15. <u>Notice</u>. All notices, requests, demands, and other communications (collectively, the "Notices") hereunder shall be in writing and shall be given by established nationally-recognized express delivery service which maintains delivery records or certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as Parties may designate by written notice in the above manner:

To ES:

With copies to:

If to MKJAM:

If to Young Advantage:

ES 177601 LC 3720 Lois Ln Salt Lake City, UT 84124 Attention: Mark A. Young

Ballard Spahr LLP 201 S. Main Street, Suite 800 Salt Lake City, Utah Attn: Steven P. Mehr There are areas included in the agreement that are subject to previously granted public rights. Grant of future public rights for easements and utility maintenance may also be required.

Salt Lake City, UT 84124 Attention: Matthew Young Young Advantage, Inc.

MKJAM LLC

3720 Lois Ln

3720 Lois Ln Salt Lake City, UT 84124 Attention: Mark A. Young

Notices are effective upon receipt, except if delivery is refused, in which case delivery shall be effective upon the first attempted delivery.

16. <u>No Merger</u>. It is the intention the Parties that the easements, covenants, conditions, and restrictions set forth in this Agreement shall continue to burden or benefit the Properties,

notwithstanding the fact that, at any time, the same person or party may own one or more portions thereof. The easements, covenants, conditions, restrictions and other provisions contained in this Agreement shall remain in full force and effect despite the fact that the Properties may be owned by the same person from time to time, and such easements, covenants, restrictions and other provisions will not be terminated by the doctrine of merger or otherwise. Any such multiple ownership shall not result in the merger of the respective interests, rights, and obligations of the holder of any interest created hereunder.

17. **No Waiver**. Failure of a Party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

18. <u>Attorney's Fees</u>. If any action is brought because of a default under or to enforce or interpret this Agreement, in addition to the relief to which such Party is entitled, the Party prevailing in such action shall be awarded and the non-prevailing Party shall pay reasonable attorneys' fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Agreement, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

19. Force Majeure. Any Party or other person obligated under this Agreement shall be excused from performing any obligation set forth in this Agreement, except the payment of money, so long as (but only so long as) the performance of such obligation is prevented or delayed by an act of God, weather, avalanche, fire, earthquake, flood, explosion, act of the elements, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause reasonably beyond the control of the Party or other person prevented or delayed.

20. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the Parties, and there are no representations, agreements, arrangements or understanding, oral or written that are not fully expressed in this Agreement.

21. <u>Interpretation</u>. The headings contained in this Agreement are solely for the purpose of reference, are not part of the Agreement of the Parties and will not in any way affect the meaning or interpretation of this Agreement.

22. <u>Effective Dates and Duration</u>. This Agreement and any amendment to this Agreement shall take effect as of the date on which it is recorded in the Recording Office. No termination, extension, modification or amendment of this Agreement will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded by the Parties in the Recording Office.

23. <u>Further Acts</u>. In addition to the acts and deeds recited herein and contemplated to be performed, executed, and delivered hereunder, the Parties agree to perform, execute, and deliver

or cause to be performed, executed, and delivered any and all such further acts, deeds, and assurances as may be necessary to consummate the transactions contemplated hereby.

24. <u>Warranties</u>. Each Party represents and warrants to the other Parties as follows: (a) all necessary action has been taken to authorize the execution, delivery and performance by such Party of this Agreement; (b) the individuals executing this Agreement on behalf of such Party are authorized to do so and upon such execution, this Agreement shall be a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (c) the execution, delivery and performance of this Agreement by such Party does not and will not violate, conflict with or contravene any judgment, order, decree, writ or injunction, or any law, rule, regulation, contract or agreement to which such Party is subject or by which any of its properties are bound.

25. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

26. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same Agreement.

## [Signature Pages Follow]

THE UNDERSIGNED have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

ES:

ES 177601 LC, a Utah limited liability company

By: Young Advantage, Inc. Its: Sole Member

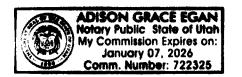
ack 1 By: Name: Mark Young Its: President

STATE OF UTAH ) )ss.

COUNTY OF SALT LAKE )

Before me, <u>Adison Grace Eggn</u>, on this day personally appeared <u>Mark Nouna</u>, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they has/have executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this *Ug* day of November, 2024.



/ Notary Public

Name (Print): Adison Grace Eggn My Commission Expires: 1/7/24

[AFFIX NOTARY SEAL ABOVE]

[Signature Pages Continue]

Signature Page to Access and Maintenance Agreement

MJKAM LLC, a Utah limited liability company

By Name: Ma: Its: Authori

### STATE OF UTAH

)ss.

)

COUNTY OF SALT LAKE )

Before me, Druck Halt, on this day personally appeared Mark A. Young, Authorized Signator for \*, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they has/have executed the same for the purposes and consideration therein expressed.

\*MJKAM LLC, a Utah limited liability company Given under my hand and seal of office this 7th day of November, 2024.

BROOK HATCH Notary Public State of Utah My Commission Expires on: August 01, 2027 Comm. Number: 732084

Notary Public Name (Print): B. zok Hatch My Commission Expires: 8-1-2027

### [AFFIX NOTARY SEAL ABOVE]

-8-2-

ity Signature Page to Access and Maintenance Agreement

## YOUNG ADVANTAGE:

YOUNG ADVANTAGE, INC., a Utah corporation

Nuch you By: Name: Its: President

# STATE OF UTAH ) )ss. COUNTY OF SALT LAKE )

Before me, <u>Adison Grace Egan</u>, on this day personally appeared <u>Mark Young</u>, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she/they has/have executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of November, 2024.

h CZ Notary Public



# January 07, 2026 Comm. Number: 722325

# [AFFIX NOTARY SEAL ABOVE]

[End Signature Pages]

Signature Page to Access and Maintenance Agreement

# Exhibit A

# Legal Description of Lot 1

<u>Lot 1</u>

APN: 03-280-0001

ALL OF LOT 1, CULVERS COMMERCIAL SUBDIVISION - PHASE 2

# Exhibit A-1

# Legal Description of Lot 2A

Lot 2A

APN: 03-300-0002

ALL OF LOT 2A, CULVERS COMMERCIAL SUBDIVISION - PHASE 2

# Exhibit A-2

Legal Description of Lot 2B

<u>Lot 2B</u>

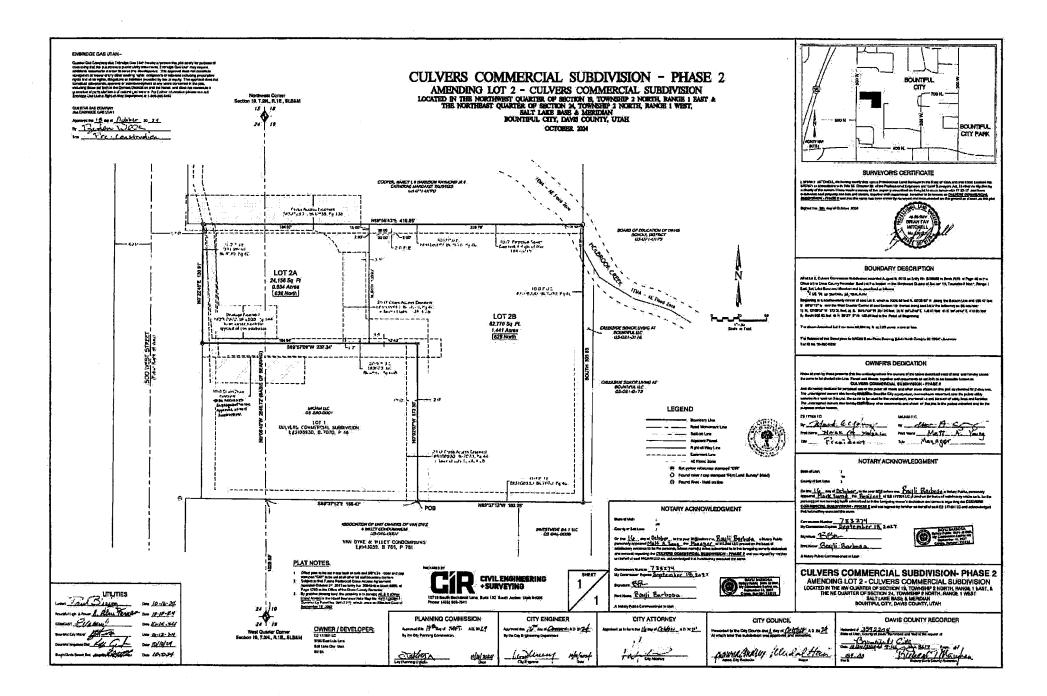
APN: 03-300-0003

ALL OF LOT 2B, CULVERS COMMERCIAL SUBDIVISION - PHASE 2

# <u>Exhibit B</u>

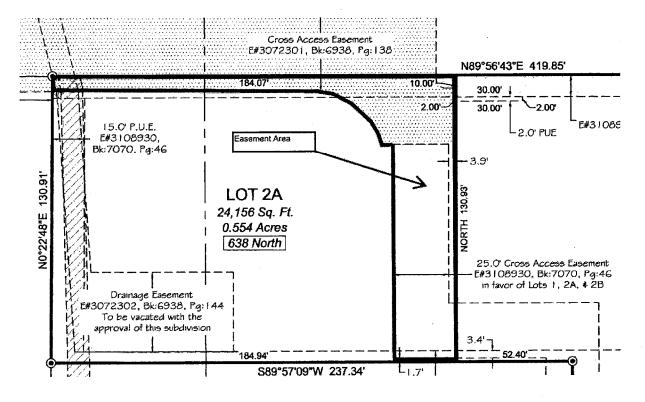
Subdivision Plat

[Attached]



# Exhibit C

# Easement Area Depiction



# Planning Commission Staff Report



Subject:	Land Use Code Text Amendment Affecting building
	height of single-family residential accessory structures
Author:	Francisco Astorga, AICP, Planning Director
	Amber Corbridge, Senior Planner
Date:	June 17, 2025

# Background

The applicant, Lisa Hicks, is proposing to amend the language in Chapter 4 of the Land Use Code (<u>14-4-105</u>) requesting to increase the maximum height of accessory structures within the Single-Family Residential Zone. Reasons for the request include providing an option of being able to two story accessory dwelling units (ADUs), which minimizes the impact on lot coverage. The applicant proposes the following changes:

# <u>14-4-105(J)(1)(i) and (j)</u>:

i. The sidewall of an accessory structure shall not exceed twenty (20) fifteen (15) feet in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet or similar feature.

*j. The height of an accessory structure shall not exceed twenty-five (25) <del>twenty (20)</del> <i>feet.* 

# Analysis

The Planning Commission will need to find that the proposed Land Use Code Text Amendments as stated above are necessary, in the interest of the public, and meets the goals and objectives of the Bountiful General Plan.

In the last several years, the Planning Department has observed specific limitations that affect residential accessory structures, such as ADUs, based on the maximum building height. The current code contains the following height parameters in the Single-Family Residential Zone (R-1, R-3, R-4, and R-F):

Primary dwelling height parameter:

• No building or structure in the (R) Zone shall exceed **thirty-five (35) feet** in height as measured at the average grade (14-4-107[A]).

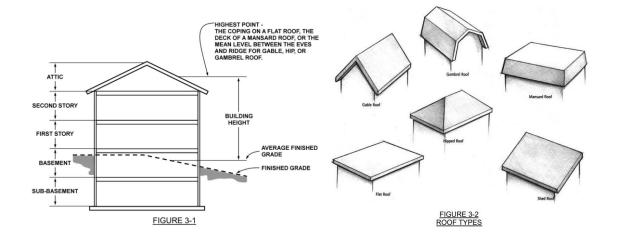
Accessory structure height parameters:

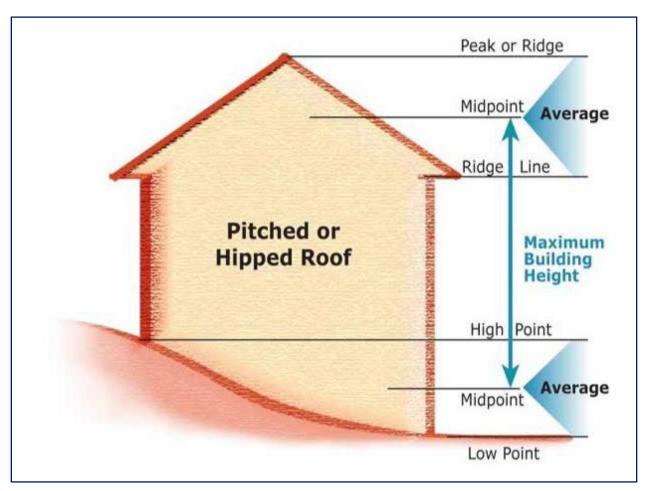
- The height of an accessory structure shall not exceed **twenty (20) feet** (14-4-105[J][1][j]).
- The **sidewall** of an accessory structure shall not exceed **fifteen (15) feet** in height, as measured from the average slope of the ground to the point where the undersides of the eaves connect to the top of the sidewall. For a flat or mansard roof, the sidewall shall be measured from the average slope of the ground to the highest point of the roof, including any coping, parapet or similar feature (14-4-105[J][1][i]).

The Land Use Code offers the following definitions and graphics which can be used to assist in determining the height of primary structures (single-family dwellings) and accessory structures:

57. BUILDING, HEIGHT OF: The vertical distance from the grade plane to the highest point of the roof. (See Figures 3-1 and 3-2 at the end of this Chapter)

259. ROOF, HIGHEST POINT: The coping or parapet on a flat roof, the deck of a mansard roof, or the mean level between the eves and the ridge for a gable, hip, or gambrel roof.





The following exhibit further clarifies diagrammatically how height is measured.

Required minimum setbacks affect the placement of each of these types of structures as follows:

Primary dwelling		
Front yard	25 feet	
Side yard	8 feet (20 feet total both side for the RF)	
Rear yard	20 feet	
Street yard	20 feet (applies to corner lots only)	

Accessory structures

Same as primary dwelling **or** if placed 10 feet behind the front wall place of the primary dwelling: Side yard 3 feet Rear yard 3 feet

Street yard 20 feet (applies to corner lots only)

It is in the best interest of the City to continue to promote moderate income housing options, and provide development alternatives for ADUs, as individual circumstances vary. In many cases it is difficult and challenging to accommodate an ADU above a detached garage or as a two-story

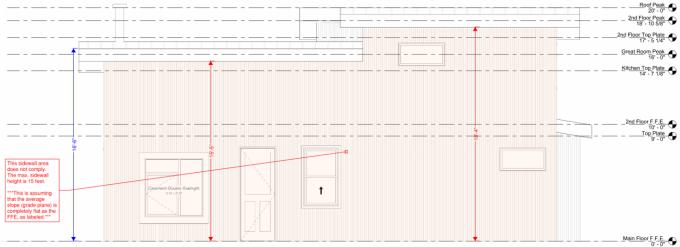
dwelling based on the current limitations of the maximum building height of accessory structures. The following graphics are some examples of recognized challenges with these types of ADUs based on the maximum building height of accessory structures.

Example: A possible ADU above a garage at 190 East 1500 South does not meet current accessory structure sidewall and building height requirements. The plans show 18 feet for the sidewall, where 15 would be required; and 22 feet for the overall height, where 20 would be required.

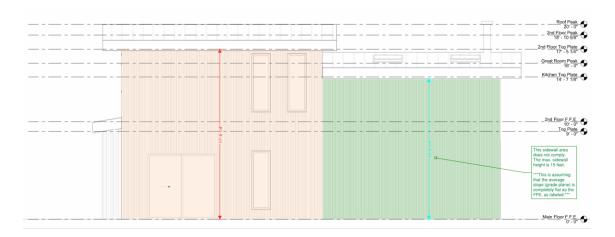
<complex-block>

Example: A proposed two-story ADU at 521 West 3500 South does not meet the sidewall height requirement. The plans show 15-18 feet, where a maximum of 15 feet would be required.

Front Elevation:



Rear Elevation:



In 2010, the City Council reviewed detached accessory structure regulations, specifically height requirements. Staff presented findings to regulate side wall height and provided examples in the City where side walls were as high as 19 feet and visually more intrusive than roof peak height (at standard setbacks, minimum of three (3) feet from property line).

If increasing the sidewall height from fifteen (15) feet to twenty (20) feet and overall height from twenty (20) feet to twenty-five (25) feet is still a concern, Staff recommends mitigating the visual impacts by increasing the accessory structure setbacks five (5) additional feet from the standard setbacks (minimum of three feet). Additionally, Staff finds it is important to keep the current height and setback regulations and add the alternative height and setbacks to provide more accessory structure options (See attached Draft Ordinance where the text in blue was drafted to clarify the current code while the text in red is either removed or added, as shown).

#### **Department Review**

This staff report was written by the Senior Planner and the Planning Director and was reviewed by City Engineer and City Attorney.

#### **Significant Impacts**

Possible impacts are mitigated via the location of where the accessory structure height can be located consisting of the building envelope.

#### Recommendation

Staff recommends the Planning Commission review the proposed Land Use Code Text Amendment, hold a Public Hearing, and forward a positive recommendation to City Council approving Ordinance No. 2025-11.

#### Attachments

1. Draft Ordinance 2025-11



MAYOR Kendalyn Harris

CITY COUNCIL Kate Bradshaw Beth Child Richard Higginson Matt Murri Cecilee Price-Huish

CITY MANAGER Gary R. Hill

# BOUNTIFUL

# Bountiful City DRAFT Ordinance No. 2025-11

# Amending Chapter 4 Single-Family Residential, Accessory Structure Requirements 14-4-105 of the Land Use Code of Bountiful City

# It is the finding of the Bountiful City Council that:

- 1. The City Council of Bountiful City is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
- 2. After review and a public hearing of the proposed Land Use Code Text Amendment on June 17, 2025, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
- 3. The City Council of Bountiful City finds that these amendments are necessary and are in harmony with the objectives and purposes of the Bountiful City Land Use Code and the General Plan; and
- 4. The City Council of Bountiful City reviewed the proposed Land Use Code Text Amendment on July 8, 2025, and finds that the proposed amendments are in the best interest of the health, safety, and welfare of the City and the public.

# Be it ordained by the City Council of Bountiful, Utah:

**SECTION 1.** Chapter 4 Single-Family Residential of the Land Use Code of Bountiful City, Title 14 of the Bountiful City Code (14-4), related to accessory structure regulations, is hereby adopted and enacted as shown on Exhibit A, which is attached hereto and incorporated by this reference.

Adopted by the City Council of Bountiful, Utah, this 8th day of July 2025.

Kendalyn Harris, Mayor

ATTEST:

Sophia Ward, City Recorder

# 1 14-4-105 YARD AND SETBACK REQUIREMENTS

2 3

The following minimum yard requirements shall apply in the (R) Zone:

A. <u>Front Yard</u> – Each lot or parcel shall have a front yard setback of not less than
twenty-five (25) feet from the front lot line. Except for corner lots, where the
elevation of the ground differs ten (10) feet or more from the curb level, as
measured at a point fifty (50) feet from the front lot line and midway between the
side lot lines, said front yard setback may be reduced to twenty (20) feet.

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B. <u>Side Yard; Interior Lot</u> – Each interior lot or parcel of land shall have two (2) side yards as indicated below for the sub-zone in which the lot or parcel is located:

Subzone	Minimum Side Yard (ft)	Total Combined (ft)
R-3, R-4, R-1	8	16
R-F	8	20

C. <u>Side Yard; Corner Lot</u> – On each corner lot or parcel of land, the side yard
 setback contiguous to the street shall not be less than twenty (20) feet, and shall
 not be paved or used for vehicle parking, except for a legally constructed
 driveway that provides direct access to a garage or carport. The interior side
 yard setback shall be the same as the side yard setback for an interior lot. The
 twenty (20) foot street side yard extends from the minimum front yard setback to
 the rear property line.

- D. <u>Side Yard;</u> Flag Lot A flag lot shall have a minimum side yard setback equal to
   the minimum required rear yard setback.
- E. <u>Side Yard;</u> Deep Setback Any home that is located more than one hundred
   (100) feet from the front property line shall have a minimum side yard setback
   equal to the minimum required rear yard setback.
- F. <u>Side Yard; Driveway</u> When used for vehicle access to the primary garage,
   carport, or parking area, an interior side yard setback shall be at least twelve (12)
   wide.
- G. <u>Side Yard; Accessory Structure</u> No accessory structures shall be allowed in any required side yard setback.
- H. <u>Rear Yard</u> Each lot or parcel shall have a rear yard setback of not less than
   twenty (20) feet.

# I. <u>Rear Yard; Irregular Lot</u> – On any lot which is not generally rectangular in shape, the required minimum rear yard setback may be an average of the distances measured from the rear corners of the main building directly to the rear property

43 44			vever, at no point may the main building be closer than fifteen (15) ear property line(s).				
45 46 47 48 49 50 51	J.	be permitted constructed replaced, ar	d on ar on the ny acce ed suc	ny lot or site. If essory s h that a	<u>mary Use Required</u> – An accessory structure shall not r parcel of land unless a primary structure is first the primary structure is removed and not immediately structure must also be removed. A lot or parcel shall not an accessory structure is located on a lot or parcel re.		
52 53 54			essory Structure, Permitted Use – An accessory structure allowed as a nitted use shall meet all of the following:				
55 56 57 58 59 60		a.	exce or pa	ed ten arcel sh	otprint of any and all accessory structures shall not percent (10%) of the entire lot or parcel area, and no lot all be reduced in area after the construction of an puilding, such that it is in violation of this provision.		
61 62 63 64 65		b.	struc build three	ture, or ing line (3) fee	ry structure shall meet all of the setbacks of a primary r it shall be setback at least ten (10) feet behind the front of a primary structure, and shall be setback at least et from a rear or interior side property line, and at least feet from a street side yard property line.		
66 67 68					ry structure shall comply with either <u>i. Standard Height</u> <u>ks</u> or <u>ii. Enhanced Height and Setbacks</u> .		
69 70			i.	<u>Stan</u>	dard Height and Setbacks.		
71 72 73				(A)	Height Requirements:		
74 75					(1) The maximum height shall not exceed 20 feet.		
76 77 78 79					(2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 15 feet.		
80 81 82				(B)	Setback Requirements:		
83 84 85					(1) Standard Setbacks: The structure shall comply with all required setbacks applicable to a primary structure.		
86 87 88					(2) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the		

89 90			primary structure the minimum rear and side yards setbacks shall be 3 feet, and the minimum street		
91			side yard setback shall be 20 feet.		
92					
93		ii. <u>Enha</u>	anced Height and Setbacks. Accessory structures that		
94		exceed the standard height in section i above that remain			
95		withi	n the setback limits below may be permitted.		
96					
97		(A)	Height Requirements:		
98					
99			(1) The maximum height shall not exceed 25 feet.		
100					
101			(2) The height to the eave line, measured from the		
102			average slope of the ground to the point where the		
103			eaves connect to the top of the sidewall, shall not		
104			exceed 20 feet.		
105					
106		(B)	Setback Requirements:		
107					
108			(1) Reduced Setbacks: If the structure is located at		
109			least 10 feet behind the front building line of the		
110			primary structure, the minimum rear and side yard		
111			setbacks shall be 8 feet, and the minimum street		
112			side yard setback on corner lots shall be 20 feet.		
113					
114	C.	An accesso	ry structure shall be located at least five (5) feet from a		
115			ucture, including eaves, bay windows, chimneys, and		
116		•	rotrusion on either the accessory building or the primary		
117		structure.	, , , ,		
118					
119	d.	No part of a	an accessory structure, excluding the eaves, shall be		
120		closer than	twelve (12) feet to any primary dwelling on an adjacent		
121		property.			
122		,			
123	e.	The eaves	of an accessory structure shall be setback at least one		
124			n any property line.		
125		( )			
126	f.	An accesso	ry structure shall be designed and constructed so as to		
127			f runoff from impacting an adjacent property.		
128		•			
129	g.	An accesso	ry structure shall meet all applicable provisions of the		
130	-		al Building Code.		
131			-		
132	h.	An accesso	ry structure shall not encroach on any easements,		
133		recorded or	•		
134					

135 136 137 138 139 140 141		i.	feet in the po the sic measu	dewall of an accessory structure shall not exceed fifteen (15) height, as measured from the average slope of the ground to int where the undersides of the eaves connect to the top of lewall. For a flat or mansard roof, the sidewall shall be ured from the average slope of the ground to the highest point roof, including any coping, parapet, or similar feature.
141 142 143		j.	<del>The ho feet.</del>	eight of an accessory structure shall not exceed twenty (20)
144				
145	2.	Acces	sory St	tructure, Conditional Use – An accessory structure may be
146		allowe	ed as a	conditional use in accordance with the following:
147				<b>.</b>
148		a.	The a	oproval body shall consider the following when reviewing the
149				sed accessory structure:
150			11	
151			i.	The extent that sunlight, air, and viewsheds are
152				obstructed/disturbed,
153				
154			ii.	The proximity to adjoining structures,
155				
156			iii.	The contour of the land, both existing and proposed,
157				The contour of the land, beth existing and proposed,
158			iv.	Features peculiar to the site and the immediately adjoining
159				properties.
160				
161			V.	The location of windows, doors, balconies, and other
162			۷.	openings that may intrude on the privacy of adjoining
163				property owners,
164				property owners,
165			vi.	The proposed and potential uses based on the size,
166			VI.	configuration, and other aspects of the structure.
167				
168		b.	The to	tal building footprint of any and all accessory structures shall
169		Б.		ceed fifteen percent (15%) of the entire lot or parcel area,
109				b lot or parcel shall be reduced in area after the construction
170				accessory building, such that it is in violation of this provision.
171			Urana	
		C.	An ac	cessory structure shall meet all of the setbacks of a primary
173		υ.		
174				ure, or it shall be setback at least ten (10) feet behind the front
175				ng line of a primary structure, and shall be setback at least
176				(3) feet from a rear or interior side property line, and at least
177				(20) feet from a street side yard property line. The
178				ving body may require an increased setback based on the
179			criteria	<del>a of 14-4-106(C.)(1.).</del>
180				

181 182			/ structure shall comply with either <u>i. Standard Height</u> s or <u>ii. Enhanced Height and Setbacks</u> .
183			- <u> </u>
184	i.	<u>Standa</u>	ard Height and Setbacks.
185 186 187		(A)	Height Requirements:
188 189			(1) The maximum height shall not exceed 20 feet.
190 191 192 193			(2) The height to the eave line, measured from the average slope of the ground to the point where the eaves connect to the top of the sidewall, shall not exceed 15 feet.
194 195		(B)	Setback Requirements:
196			
197			(1) <u>Standard Setbacks</u> : The structure shall comply
198			with all required setbacks applicable to a primary
199			structure.
200			
201			(2) <u>Reduced Setbacks</u> : If the structure is located at
202			least 10 feet behind the front building line of the
203			primary structure the minimum rear and side yards
204			setbacks shall be 3 feet, and the minimum street
205			side yard setback shall be 20 feet.
206			
207	ii.		ced Height and Setbacks. Accessory structures that
208			d the standard height in section i above that remain
209		within	the setback limits below may be permitted.
210		(	
211		(A)	Height Requirements:
212			
213			(1) The maximum height shall not exceed 25 feet.
214			(2) The beight to the actualized measured from the
215			(2) The height to the eave line, measured from the
216			average slope of the ground to the point where the
217			eaves connect to the top of the sidewall, shall not
218			exceed 20 feet.
219			Setheol/ Deguirementer
220		(B)	Setback Requirements:
221			(1) Reduced Setbacks: If the structure is leasted at
222			(1) Reduced Setbacks: If the structure is located at least 10 feet behind the front building line of the
223 224			primary structure, the minimum rear and side yard
225			setbacks shall be 8 feet, and the minimum street
226			side yard setback on corner lots shall be 20 feet.

227		
228		iii. The approving body may require an increased setback
229		based on the criteria of 14-4-106(C)(1).
230		
231	d.	An accessory structure shall be located at least five (5) feet from a
232		primary structure, including eaves, bay windows, chimneys, and
233		any other protrusion on either the accessory building or the primary
234		structure.
235		
236	e.	No part of an accessory structure, excluding the eaves, shall be
237		closer than twelve (12) feet to any dwelling on an adjacent property.
238		
239	f.	The eaves of an accessory structure shall be setback at least one
240		(1) foot from any property line.
241		
242	g.	An accessory structure shall be designed and constructed so as to
243		prevent roof runoff from impacting an adjacent property.
244		
245	h.	An accessory structure shall meet all applicable provisions of the
246		International Building Code.
247		
248	i.	An accessory structure shall not encroach on any easements,
249		recorded or otherwise.
250		
251	j.	The sidewall of an accessory structure shall not exceed fifteen (15)
252		feet in height, as measured from the average slope of the ground to
253		the point where the undersides of the eaves connect to the top of
254		the sidewall. For a flat or mansard roof, the sidewall shall be
255		measured from the average slope of the ground to the highest point
256		of the roof, including any coping, parapet, or similar feature.
257		$\mathbf{T}$
258	k.	The height of an accessory structure shall not exceed twenty (20)
259		feet.
260		Accessory structures used or desires of ferricabile realizer that the
261	I.	Accessory structures used or designed for vehicle parking shall be
262		connected to the street by a paved driveway.

# Planning Commission Staff Report



Subject:Boundary Adjustment Land Use Code Text AmendmentAuthor:Amber Corbridge, Senior PlannerDate:June 17, 2025

# Background

Utah State Senate Bill 104 requires municipalities to comply with new processes and procedures for boundary adjustments, formerly known as lot line adjustments (<u>10-9a-523</u> <u>Property Boundary Adjustment</u>). This process includes an agreement between adjoining property owners to relocate a common boundary that results in a conveyance of property between the adjoining lots/parcels, excluding adding lots/parcels.

The land use authority shall consent to a proposed **Simple Boundary Adjustment** if the following apply:

- 1. The proposal includes a conveyance document complying with Utah Code <u>57-1-45.5</u> and describes all lots/parcels affected by the proposed boundary adjustment.
- 2. Does not affect:
  - a. The public right-of-way, municipal easement, or other public property
  - b. Affect an existing easement, onsite wastewater system, or an internal lot restriction
  - c. Result in a lot or parcel out of conformity with land use regulations

If the land use authority determines that the proposal <u>does not</u> meet the above criteria for **Simple Boundary Adjustment**, then a **Full Boundary Adjustment** process is required, where the land use authority shall hold a public hearing and give consent if:

- 1. The proposal submitted includes all necessary information in <u>Utah Code</u>.
- 2. The resulting boundary adjustment complies with land use regulations.
- 3. If required, a plat amendment corresponding with the boundary adjustment has been approved.

# Analysis

The Planning Commission will need to find that the proposed Land Use Code Text Amendment is necessary, in the best interest of the public, and meets the goals and objectives of the Bountiful General Plan.

The attached drafted ordinance amendments would meet the requirements stated above. Staff recommends the Planning Director and City Engineer are designated as the Land Use Authority for Boundary Adjustment Applications (See Attached Application Agreement Forms).

# **Department Review**

This staff report was written by the Senior Planner and has been reviewed by the Planning Director, City Engineer, and City Attorney.

# Significant Impacts

There are no significant impacts related to the proposed amendments.

# **Recommendation**

Staff recommends that the Planning Commission review the proposed Land Use Code text amendment, hold a public hearing, and forward a recommendation to the City Council based on the findings drafted on the attached proposed Draft Ordinance.

# **Attachments**

- 1. Draft Ordinance 2025-12
- 2. Draft Bountiful Simple Boundary Adjustment Agreement
- 3. Draft Bountiful Full Boundary Adjustment Form Agreement



BOUNTIFUL

# Bountiful City Draft Ordinance No. 2025-12

MAYOR Kendalyn Harris

CITY COUNCIL Kate Bradshaw Beth Child Richard Higginson Matt Murri Cecilee Price-Huish

CITY MANAGER Gary R. Hill

# An Ordinance Amending Section 14-2-111 Approval/Review Bodies, Section 14-3-102 Definitions, and Section 14-20 Subdivision of the Land Use Code, Title 14, of the Bountiful City Code.

# It is the finding of the Bountiful City Council that:

- 1. The City Council of Bountiful City is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law (§10-9a-101 et seq.) and under corresponding sections of the Bountiful City Code; and
- 2. The Planning Department recommends that various changes take place to provide order, accuracy, and clarifications for consideration; and
- 3. After review and a public hearing on June 17, 2025, the Bountiful City Planning Commission forwarded a positive recommendation to the City Council; and
- 4. The City Council of Bountiful City held a public hearing on this Ordinance on July 8, 2025, and considered the statements made from the public as well as the recommendations from the Planning Commission and the Staff.
- 5. The City Council of Bountiful City finds that these amendments are necessary and are in harmony with the objectives and purposes of the Bountiful City Land Use Code and the General Plan; and
- 6. The City Council of Bountiful City reviewed the proposed ordinance and finds that the proposed amendments are in the best interest of the health, safety, and welfare of the City and the public.

# Be it ordained by the City Council of Bountiful, Utah:

**SECTION I.** Section 14-2-111 Approval/Review Bodies <u>Chapter 2 – Administration and</u> <u>Procedures</u> of the Land Use Code, Title 14 of the Bountiful City Code; are hereby amended as shown on Exhibit A.

**SECTION II.** Section 14-3-102 Definitions of <u>Chapter 3 – Definitions</u> of the Land Use Code, Title 14 of the Bountiful City Code; is hereby amended as shown on Exhibit B.

**SECTION III.** Sections 14-20-701, of <u>Chapter 20 - Subdivisions</u> of the Land Use Code Title 14 of the Bountiful City Code; is hereby added shown on Exhibit C.

Adopted by the City Council of Bountiful, Utah, this 8th day of July 2025.

Kendalyn Harris, Mayor

ATTEST:

Sophia Ward, City Recorder

# 1 <u>Exhibit A</u>

2 Section I

# 3 14-2-111

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# **111 APPROVAL/REVIEW BODIES**

ltem	Subcategory	Approval/Review Bodies			
		Staff	AC	PC	сс
	Home Occupation Licenses & Commercial Business Operation	No	Final	No	No
Conditional Use Permit	Detached Accessory Dwelling Units	No	Final	No	No
	All Others	No	No	Final	No
Internal Accessory Dwelling Units	All	Final	No	No	No
Subdivision	One-Family, Two-Family, and Townhomes Plat	Final	No	Preliminary	No
Subdivision	All Other Developments	No	No	Recommend	Final
Re-Zone	All	No	No	Recommend	Final
Land Use Code Text Amendment	All	No	No	Recommend	Final
Combine Lots/Lot Line Adjustment Boundary Adjustments	All	No Planning Director and City Engineer	<del>Final</del> No	No	No
Land Use Code/Map Interpretation	All	Planning Director	No	No	No
General Plan	All	No	No	Recommend	Final
	Residential SFD	Final	No	Appeal	No
	Res SFD 150+ feet from street	No	Final	No	No
	All other Residential	No	No	Recommend	Final
	Res. SFD Accessory Structure	Final	No	No	No
Site Plan	All other Res. Accessory Structure	Final	No	No	No
	Non-Residential	No	No	Recommend	Final
	Non-Residential Accessory Structure	Final	No	No	No
	All Non-SFD Residential Amend	No	No	Recommend	Final
	All Non-Residential Amend	No	No	Recommend	Final
Alteration and Modification of	Residential SFD	As Designated	All Others	No	No
Non-Complying Site or Structure	All Others	No	As Designated	All Others	No

Alteration and Modification of Non-Conforming Use	All	No	As Designated	All Others	No	
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#### 14-2-111 APPROVAL/REVIEW BODIES (CONTINUED)

Item	Subostogony	Approval/Review Bodies			
nem	Subcategory	Staff	AC	PC	СС
Easement Release	All	No	No	No	Final
Variance	All	No	No	Final	No
	Residential SFD	Final	No	No	No
Drive Approach	All Non-SFD (without site plan review)	Final	No	No	No
	All Non-SFD (with site plan review)	No	No	Recommend	Final
Interior Remodel	All	Final	No	No	No
Retaining Wall	All	Final	No	No	No
Signs	Commercial Pole/Monument – New Developments	No	No	Recommend	Final
	All Others	Final	No	No	No
Utility Connections	All	Final	No	No	No
Vacate/Abandon Public Property	All	No	No	Recommend	Final
Improve Public Property	All	No	No	Recommend	Final
ADA and FFHA Accommodations	All	Planning Director	No	No	No

**Staff** = The Planning, Engineering, and/or Building Department employees as assigned.

**AC =** Administrative Committee; As currently composed.

**PC** = Planning Commission; As currently composed.

**CC** = City Council; As currently composed.

8 [...]

9	<u>Exhibit B</u>
10	Section II.
11	CHAPTER 3
12	
13	DEFINITIONS
14	
15	14-3-102 DEFINITIONS
16	
17	XX BOUNDARY ADJUSTMENT: An agreement between adjoining property owners to
18	relocate a common boundary that results in a conveyance of property between the
19	adjoining lots, adjoining parcels, or adjoining lots and parcels, which does not create an
20	additional lot or parcel.
21	

22	<u>Exhibit C</u>	
23	Section III.	
24		CHAPTER 20
25		
26		SUBDIVISIONS
27		
28	PART 1	GENERAL PROVISIONS
29	PART 2	SUBDIVISION APPROVAL PROCEDURE
30	PART 3	SUBDIVISION IMPROVEMENT REQUIREMENTS
31	PART 4	AMENDING OR VACATING A SUBDIVISION PLAT
32	PART 5	COMMERCIAL, CONDOMINIUM, AND PUD PLATS
33	PART 6	BOUNDARY ADJUSTMENTS
34		
35	[]	
36		
37	14-20-103 I	DEFINITIONS
38		
39		tions of terms set forth in the Utah Municipal Land Use Development and
40	Managemen	t Act (§10-9a-101, et. Seq., of the Utah Code) are hereby adopted.
41	D. Coo Chart	an 2 a fabria Titla fan da fallanning da finitiona
42	B. See Chapt	er 3 of this Title for the following definitions:
43	CUDDIVIDE	
44 45	SUBDIVIDEF PROPERTY	Υ. Υ
45 46	MASTER STI	ρεετ δι ανι
40 47	MAJOR STRE	
47 48	COLLECTOR	
49	MINOR STRE	
50	UTILITIES	
51		LITY EASEMENT
52	TOWN-HOUS	
53	AVERAGE SI	
54	BOUNDARY	ADJUSTMENT
55		
56	[]	
57		
58	PART 6 - BO	DUNDARY ADJUSTMENTS
59		
60	14-20-701	PURPOSE AND PROCESS
61		
62	· ·	of this section is to establish procedures and requirements for boundary
63		between adjoining parcels or lots within the City, in accordance with Utah
64		-523, to promote orderly land development and facilitate efficient land use. All
65	boundary ad	ljustment proposals shall be reviewed and approved by the Planning Director

66 and City Engineer of Bountiful City.

Page 1 of 6



# SIMPLE BOUNDARY ADJUSTMENT AGREEMENT

The Agreements and Conveyances set forth hereinafter are made and entered into by and between [Party 1], of [insert Party 1 address], (hereinafter referred to as "Party 1"), and [Party 2], of [insert Party 2 address], (hereinafter referred to as "Party 2"). All the Property described herein is in Davis County, Utah.

This Boundary Adjustment Conveyance Document is made in accordance with Utah Code § 57-1-45.5 between adjoining property owners adjusting their existing common boundary.

# RECITALS

WHEREAS:

A. "Party 1" is the owner of the following parcel of real property as reflected in the current instruments recorded at Entry Number \_\_\_\_\_ Book \_\_\_\_ at Page \_\_\_\_ of the \_\_\_\_\_ County records:

Parcel ID Number \_\_\_\_\_

[INSERT CURRENT PARTY 1 DESCRIPTION]

(Hereinafter referred to as the "Party 1 Property.")

 B. "Party 2" is the owner of the following parcel of real property as reflected in the current instruments recorded as Entry Number \_\_\_\_\_ Book \_\_\_\_ at Page \_\_\_\_ of the \_\_\_\_\_ County records:

Parcel ID Number \_\_\_\_\_

[INSERT CURRENT PARTY 2 DESCRIPTION]

(Hereinafter referred to as the "Party 2 Property.")

C. Party 1 and Party 2 desire to adjust the boundary line between the **Party 1 Property** and the **Party 2 Property** to a more desirable position. **AGREEMENT AND CONVEYANCE** 

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing an adjusted boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 agree as follows:

 The Party 1 Property shall henceforth be referred to as the "Party 1 Adjusted Property" and shall, based upon the adjusted boundary, be more particularly described as follows:

#### Party 1 Adjusted Property Parcel ID \_\_\_\_\_

[INSERT PARTY 1 ADJUSTED DESCRIPTION]

 The Party 2 Property shall henceforth be referred to as the "Party 2 Adjusted Property" and shall, based upon the adjusted boundary, be more particularly described as follows:

# Party 2 Adjusted Property Parcel ID \_\_\_\_\_

[INSERT PARTY 2 ADJUSTED DESCRIPTION]

- 3. A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit \_\_.
- 4. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45.5(3)(b) to describe permanent monuments defining the location of the established boundary between their respective parcels. The said survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 5. In order to establish the adjusted boundary, Party 1 hereby relinquishes, conveys and quitclaims to Party 2 any right, title, interest and estate Party 1

may have in the property described in Paragraph 2 above which lies within the adjusted boundary of the Party 2 Adjusted Property.

- 6. In order to establish the adjusted boundary, Party 2 hereby relinquishes, conveys, and quitclaims to Party 1 any right, title, interest, and estate Party 2 may have in the property described in Paragraph 1 above, which lies within the adjusted boundary of the Party 1 Adjusted Property.
- 7. Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this agreement shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

Dated this _	day of	, 20,
--------------	--------	-------

Party 1

County of Davis State of Utah

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Party 1**.

My commission expires:

Notary Public

County of Davis State of Utah

Bountiful City Department of Planning and Economic Development

795 South Main Street, Bountiful, Utah 84010 | 801.298.6190 | bountifulutah.gov | planning@bountiful.gov

Dated this o	lay of	, 20	J		
			Party 2		
County of Davis State of Utah	) )				
The foregoing instrument was acknowledged before me this day of, 20, by <b>Party 2</b> .					
			Notary Public		
My commission	expires:				
County of Davis State of Utah	}				
My commission	expires:		Notary Public		

# EXHIBIT A

# [Inset Graphic]

□ Graphical exhibit of all properties affected by the adjustment, depicting:

- Former boundary location
- New boundary location
- Size, shape and dimensions of each adjusted property, and

□ A reference to a record of survey defined in Section17-23-17, if conducted

# EXHIBIT B Notice of Consent Simple Boundary Adjustment

I, \_\_\_\_\_, the designated Land Use Authority for Bountiful City, in accordance with §10- 9a-523 (3) or §17-27a-522 (3), hereby provide consent to a **Simple Boundary Adjustment** proposed by [Party 1] and [Party 2] that:

(a) Includes the attached conveyance document that complies with §57-1-45.5;(b) Does not:

(i) affect a public right-of-way, county utility easement, or other public property; (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction; or

(iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_ [signature]

\_\_\_\_ [printed name]

Designated Land Use Authority of Bountiful City

# Bountiful City Department of Planning and Economic Development

795 South Main Street, Bountiful, Utah 84010 | 801.298.6190 | bountifulutah.gov | planning@bountiful.gov

Page 1 of 6



# FULL BOUNDARY ADJUSTMENT AGREEMENT

The Agreements and Conveyances set forth hereinafter are made and entered into by and between [Party 1], of [insert Party 1 address], (hereinafter referred to as "Party 1"), and [Party 2], of [insert Party 2 address], (hereinafter referred to as "Party 2"). All the Property described herein is in Davis County, Utah.

This Boundary Adjustment Conveyance Document is made in accordance with Utah Code § 57-1-45.5 between adjoining property owners adjusting their existing common boundary.

# RECITALS

WHEREAS:

A. "Party 1" is the owner of the following parcel of real property as reflected in the current instruments recorded at Entry Number \_\_\_\_\_ Book \_\_\_\_ at Page \_\_\_\_ of the \_\_\_\_\_ County records:

Parcel ID Number \_\_\_\_\_

[INSERT CURRENT PARTY 1 DESCRIPTION]

(Hereinafter referred to as the "Party 1 Property.")

 B. "Party 2" is the owner of the following parcel of real property as reflected in the current instruments recorded as Entry Number \_\_\_\_\_ Book \_\_\_\_ at Page \_\_\_\_ of the \_\_\_\_\_ County records:

Parcel ID Number \_\_\_\_\_

[INSERT CURRENT PARTY 2 DESCRIPTION]

(Hereinafter referred to as the "Party 2 Property.")

C. Party 1 and Party 2 desire to adjust the boundary line between the **Party 1 Property** and the **Party 2 Property** to a more desirable position. **AGREEMENT AND CONVEYANCE** 

NOW THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and for the purpose of permanently establishing an adjusted boundary line between the **Party 1 Property** and the **Party 2 Property**, Party 1 and Party 2 agree as follows:

 The Party 1 Property shall henceforth be referred to as the "Party 1 Adjusted Property" and shall, based upon the adjusted boundary, be more particularly described as follows:

# Party 1 Adjusted Property Parcel ID \_\_\_\_\_

[INSERT PARTY 1 ADJUSTED DESCRIPTION]

 The Party 2 Property shall henceforth be referred to as the "Party 2 Adjusted Property" and shall, based upon the adjusted boundary, be more particularly described as follows:

# Party 2 Adjusted Property Parcel ID \_\_\_\_\_

[INSERT PARTY 2 ADJUSTED DESCRIPTION]

- 3. A visual graphic prepared in accordance with §57-1-45.5(3)(a) depicting the affected properties with their former and new adjusted boundary location is attached as Exhibit \_\_.
- 4. [INSERT IF SURVEY IS CONDUCTED] The undersigned parties mutually recognize that a survey has been made in accordance with §57-1-45.5(3)(b) to describe permanent monuments defining the location of the established boundary between their respective parcels. The said survey was performed on [Date], by [Name of Company], of [City], Utah, and certified by [Surveyor Name], [License Number], as [Project Number]. The survey is filed in the office of the [County] Surveyor as [File Number].
- 5. In order to establish the adjusted boundary, Party 1 hereby relinquishes, conveys and quitclaims to Party 2 any right, title, interest and estate Party 1

may have in the property described in Paragraph 2 above which lies within the adjusted boundary of the Party 2 Adjusted Property.

- 6. In order to establish the adjusted boundary, Party 2 hereby relinquishes, conveys, and quitclaims to Party 1 any right, title, interest, and estate Party 2 may have in the property described in Paragraph 1 above, which lies within the adjusted boundary of the Party 1 Adjusted Property.
- 7. Nothing contained herein shall be construed as giving, granting, conveying, releasing, relinquishing, or otherwise affecting any existing easement rights, interests or claims which otherwise inure to the benefit of Party 1 or Party 2.
- The terms and conditions of this agreement shall be and hereby are agreed to be binding on the heirs, administrators, executors, personal representatives, successors, and/or assigns of the parties hereto and shall run with the property.

Dated this _	day of	, 20,
--------------	--------	-------

Party 1

County of Davis State of Utah

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **Party 1**.

My commission expires:

Notary Public

County of Davis State of Utah

Bountiful City Department of Planning and Economic Development

795 South Main Street, Bountiful, Utah 84010 | 801.298.6190 | bountifulutah.gov | planning@bountiful.gov

Dated this day of	, 20	J.			
		Party 2			
County of Davis State of Utah	) )				
The foregoing instrument was acknowledged before me this day of, 20, by <b>Party 2</b> .					
		Notary Public			
My commission expires:					
County of Davis State of Utah	}				
		Notary Public			
My commission expires:					

# EXHIBIT A

# [Inset Graphic]

□ Graphical exhibit of all properties affected by the adjustment, depicting:

- Former boundary location
- New boundary location
- $\circ$  Size, shape and dimensions of each adjusted property, and

□ A reference to a record of survey defined in Section17-23-17, if conducted

# EXHIBIT B Notice of Consent Full Boundary Adjustment

I, \_\_\_\_\_, the designated Land Use Authority for [City/County], in accordance with §10- 9a-523 (6) or §17-27a-522 (6), hereby provide consent to a Full Boundary Adjustment proposed by [Party 1] and [Party 2] that:

- (a) Includes the attached conveyance document that complies with §57-1-45.5;
- (b) Includes a reference to a survey that complies with §57-1-45.5(3)(b);
- (b) If required by local ordinance, includes a proposed plat amendment corresponding with the proposed full boundary adjustment, prepared in accordance with 17-27a-608; and
- (c) Does not:
  - affect a public right-of-way, county utility easement, or other public property;
  - (ii) affect an existing easement, onsite wastewater regulation, or an internal lot restriction; or
  - (iii) result in a lot or parcel out of conformity with land use regulations.

This notice of consent is an administrative act. The land use authority is not responsible for any error related to the boundary adjustment. The recording of a boundary adjustment does not constitute a land use approval. The land use authority may withhold approval of a land use application for property that is subject to a boundary adjustment if the county determines that the resulting lots or parcels are not in compliance with the county's land use regulations in effect on the day on which the boundary adjustment is recorded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ [signature]

\_\_\_\_\_ [printed name]

Designated Land Use Authority of Bountiful City.

# Bountiful City Department of Planning and Economic Development

795 South Main Street, Bountiful, Utah 84010 | 801.298.6190 | bountifulutah.gov | planning@bountiful.gov