



\*W2689148\*

E# 2689148 PG 1 OF 29  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
04-JUN-14 12:10 PM FEE \$1.00 DEP JKC  
REC FOR: RIVERDALE CITY



RESOLUTION NO. 2013-36

A RESOLUTION AUTHORIZING EXECUTION OF A DEVELOPER'S AGREEMENT BETWEEN RIVERDALE CITY AND RIVERDALE BUSINESS PARK

WHEREAS, MIKE FORD, Developer, has proposed development of the RIVERDALE BUSINESS PARK, FKA HAYWARD BUSINESS PARK, LOT 3, and construction of improvements therein; and

WHEREAS, RIVERDALE BUSINESS PARK, and Riverdale City desire to specify terms and conditions under which the development shall proceed and to specify standards which the development must meet;

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Riverdale that the Mayor, with the attestation of the City Recorder is hereby empowered to execute a Developers Agreement between Riverdale City and RIVERDALE BUSINESS PARK, in the form and containing the terms as annexed hereto as Exhibit "A".

This resolution shall take effect immediately upon its adoption.

PASSED, ADOPTED AND ORDERED POSTED this 3<sup>rd</sup> day of December, 2013.

Bruce Burrows  
Bruce Burrows, Mayor

Attest:

Ember Herrick  
Ember Herrick, City Recorder



08-544-0001 to 0005  
08-493-0005

**DEVELOPMENT AGREEMENT  
RIVERDALE BUSINESS PARK  
LOCATED AT 5175 SOUTH AND 1500 WEST  
RIVERDALE CITY, UTAH**

This Development Agreement is entered into as of this 3<sup>rd</sup> day of December, 2013 by and between MIKE FORD as the developer of a project known as "RIVERDALE BUSINESS PARK (old HAYWARD BUSINESS PARK LOT 3)" (the "Project"), located at 5175 South 1500 West in the City of Riverdale, a municipality and political subdivision of the State of Utah, by and through its City Council (the "City").

**RECITALS:**

A. MIKE FORD is the developer of approximately 1.20 acres of real property located in the City of Riverdale, Weber County, Utah, known as the "RIVERDALE BUSINESS PARK (old HAYWARD BUSINESS PARK LOT 3)." The property consists of approximately 1.2 acres, the legal descriptions and map are attached as Exhibit A, parcels of which are zoned CP-3.

B. MIKE FORD is willing to design and develop the Project in a manner that is in harmony with, and intended to promote, the long-range policies; goals; and objectives of the City's general plan, zoning and development regulations, as more fully set forth below.

C. The City, acting pursuant to its authority under *Utah Code Annotated*, § 10-9a-101, *et seq.*, and in furtherance of its land use policies; goals; objectives; ordinances; resolutions; and regulations, has made certain determinations with respect to the proposed Project and, in the exercise of its legislative discretion, has elected to approve this Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and terms as more fully set forth below, MIKE FORD and the City hereby agree as follows:

1. Approval of Overall Development Plan for Project.
  - 1.1 Property Affected by This Agreement. It is the intention and understanding of the parties that the development will comply with all requirements of zoning. The legal description of the Property contained within the Project boundaries is Hayward Business Park Lot 3. No additional property may be added to this description for purposes of this Agreement, except by written amendment to this Agreement executed and approved by the parties hereto. In the event that circumstances change, the parties may agree to a deviation of the planned use and projected future phase site plans in a written amendment to this Agreement executed and approved by the parties hereto, with approval not unreasonably withheld.
  - 1.2 Planned Uses. The planned uses in the Project, which have been approved

as a part of the final site plan, include the following. All uses which are substantially similar or incidental to those listed below shall be considered approved planned uses.

- a. Air conditioning, sales and service and similar uses;
  - b. General Sales warehouse and distribution;
  - c. Antique, import, or souvenir shop;
  - d. Archery Shop and range, provided conducted within completely enclosed building;
  - e. Bicycle Sales and service;
  - f. Gymnasium;
  - g. Store, excluding sale or repair of motor vehicle, motorboats or motors;
  - h. Automobile parts sales;
  - i. Bakery: manufacture of goods sent to other locations;
  - j. Blueprinting or Photostatting;
  - k. Building material sales;
  - l. Candy: Manufacture or warehouse of surplus;
  - m. Carpet Sales: including warehousing of surplus;
  - n. Laboratory, dental, or medical;
  - o. Data processing service and supplies;
  - p. Detective agency or security;
  - q. Electrical and heating appliances and fixture sales and service;
  - r. Electronic equipment sales and service;
  - s. Employment agency;
  - t. Express and transfer parcel service: store and warehouse;
  - u. Food service: catering operation and warehouse;
  - v. Glass sales and service for home and auto;
  - w. Household appliance sales and incidental service;
  - x. Household cleaning and repair;
  - y. Insurance Agency;
  - z. Janitor service and supply;
  - aa. Locksmith;
  - bb. Office machines/supplies sales and service;
  - cc. Pest control and extermination;
  - dd. Photo Studio;
  - ee. Printing, publishing, or reproduction sales and service;
  - ff. Taxidermist;
  - gg. HVAC equipment sales, service, and warehousing.
2. Reserved, not used.
  3. The Developer represents to the City that the Plat for this proposed Development complies with all City, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations.

4. Specific Architectural and Design Standards. The Project shall comply with the specific architectural and design standards set forth below, in addition to the other applicable ordinances and regulations of Riverdale City.
- 4.1.1 Landscaping Requirements. Landscaping requirements shall include landscaping in the areas adjacent to 1500 West and 5175 South to be completed as part of the development of phase one of the Project.
- 4.1.2 Approval shall include the conceptual landscaping as shown, which is attached hereto and incorporated by this reference. Enlarged copies will be on file with the City. This plan includes the following information:  
Landscape Area: 20% Business/Commercial Areas within (including public right-of-ways; landscape to include all green planting; decorative hardscape; & xeriscape.
- 4.1.3 Final Landscaping Plan. The final landscaping plan shall be submitted for review and approval and shall include the following terms and conditions:
- The total area under development;
  - Designed by a registered Landscape Architect;
  - A list of plants and trees and their size and location.
- 4.2 Architectural Standards. The Project shall comply with the architectural standards, which are intended to ensure that the front, side and rear exterior treatment of the buildings shall be as depicted on the enlarged colored exhibits on file with the City.
- 4.3 Parking. The Project shall comply with the proposed parking on the site plan and which shall be depicted on the final engineering and building plans.
- 4.4 Reserved not used.
- 4.5 Signs. The Developer represents to the City that all signage for this proposed Development complies with all City, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, jurisdictional codes, and environmental regulations.
- 4.6 Utilities. Plans for water, sewer, streets, and storm drainage shall be reviewed and approved by the Design Review Committee. All utilities, including drainage systems; sewer; gas and water lines; electrical; telephone and communication wires and related equipment; irrigation ditches and/or pipes, shall, where possible, be installed and maintained underground. Developer shall, at developer's expense, prepare; grant; and deliver to the City, any and all necessary utility easements for any and all city owned utilities.

4.7 Equipment.

- a. Mechanical equipment (including, but not limited to components of plumbing, processing, heating, cooling, and ventilating systems) shall be appropriately screened as depicted on the approved site plan and related exhibits referenced herein or as otherwise approved by the Design Review Committee.
- b. Any necessary exterior components of such mechanical equipment shall be approved by the Design Review Committee and integrated to the extent reasonably possible as part of the architectural design *features and colors*.
- c. Equipment, mechanical devices, electric transformers, utility pads, cable television and telephone boxes shall be appropriately screened, where possible, by vegetation, walls, fences, or otherwise enclosed in a manner harmonious with the overall architectural theme and character of the Project.

4.8 Additional Use Restrictions. The property shall not be used in such a manner as to create a nuisance to any adjacent sites such as, but not limited to, vibration; sound; electro-mechanical disturbance and radiation; air or water pollution; dust; emissions of noxious matter; lighting impacts; building dilapidation; signage dilapidation; overgrown/unsightly landscaping; or placement, dumping or blowing refuse, paper or other garbage.

- a. The Developer shall provide adequate sound attenuation, in accordance with the requirements of the Design Review Committee.
- b. Outside speakers, pagers and sound or music systems of any kind or nature whatsoever are strictly prohibited unless the sounds are inaudible from any residential zone.
- c. No vending machines or newspaper racks will be permitted outside of the building overhang area.
- d. Lighting may not spill over to nearby residential areas and LED lights that use less energy are encouraged. These will include both shielded and directed lighting.
- e. The Developer and/or business owners' association is responsible for the perpetual maintenance of the common area landscaping, open space areas and common areas of the Plat and will provide that all landscaping (trees, plants, sod, etc.) within the Plat shall be maintained and remain alive and in good quality, and disease-free.
- f. The Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship.
- g. The Developer will cause a business owners' association to be established for the control and maintenance of any common private areas of the Plat. Upon sale of any of the said properties, Developer will require that the new purchasing owner contracts

with the business owners' association, through their CC&R's, to be responsible for the perpetual maintenance of the building, landscaping, and signs.

- 4.9 Substructures, Storage/Refuse Collections, Flags and Flag Poles, Etc.
- a. All outdoor storage shall be visually screened from access streets, freeways, and adjacent property. This screen shall be architecturally compatible with the buildings.
  - b. No outdoor storage shall be permitted between a street and the building line. No outdoor storage shall be located within 100 feet of any residential use.
  - c. Refuse removal, trash collection, and lot sweeping shall occur between the hours of 7:00 a.m. and 10:00 p.m.

5. Vested Rights and Reserved Legislative Powers.

- 5.1 Vested Rights. Subject to the provisions of this Agreement, MIKE FORD shall have the right to develop and construct the Project in accordance with the uses, densities, intensities, and general configuration of development approved by this Agreement, subject to compliance with the other applicable ordinances and regulations of Riverdale City.
- 5.2 Reserved Legislative Powers. Nothing in this Agreement shall limit the City's future exercise of its police power in enacting generally applicable land use laws after the date of this Agreement. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of MIKE FORD under this Agreement based upon policies; facts; and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

6. Design Review Committee.

- 6.1 The Design Review Committee shall meet on an as-needed basis to review final engineering and building plans for the Project. The Design Review Committee is authorized to grant building permit approval if the final engineering and building plans are in compliance with the provisions of this Agreement. In the event of a dispute between the Design Review Committee and the Developer, the issue (s) in dispute shall be submitted for a decision to the City Council. The Design Review Committee must review all aspects of the Project to ensure that it meets the plans approved

by the Planning Commission and City Council. The Developer shall pay for any additional professional review of the projects as necessary.

- 6.2 Design Review Committee Membership and Organization. Unless otherwise listed by code, the Design Review Committee shall be:
- a. Mayor (or his designee);
  - b. City Administrator;
  - c. Building & Zoning Official;
  - d. City Planner;
  - e. Planning Commission Chairman (or his designee);
  - f. Community Development Director; and
  - g. Public Works Director.

The mayor or in his absence, the City Administrator, shall serve as Chairman of the Design Review Committee. The City Building Official shall ensure developer compliance with all decisions of the Design Review Committee. The Design Review Committee may consult with other City staff and retain the services of other consultants (such as an architect, landscape architect, or traffic engineer) as necessary to review technical compliance with the provisions of this Agreement.

7. Successors and Assigns.

- 7.1 Binding Effect. This Agreement shall be binding on the successors and assigns of MIKE FORD in the ownership or development of any portion of the Project.
- 7.2 Assignment. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights, as well as the responsibilities, under this Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld. Any such request for assignment may be made by letter addressed to Riverdale City and the prior written consent of the City may also be evidenced by letter from the City to MIKE FORD. This restriction on assignment is not intended to prohibit or impede the sale of parcels of fully improved, partially improved, or unimproved land by MIKE FORD prior to construction of building improvement on the parcels, with MIKE FORD retaining all rights and responsibilities under this Agreement. Upon completion of the development project, as defined herein, Developer shall not be required to seek approval for alienation of the project.

8. General Terms and Conditions.

- 8.1 Term of Agreement. The term of this Agreement shall be for a period of ten (10) years following the date of its adoption by the City Council,

unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.

- 8.2 Agreement to Run With The Land. This Agreement shall be recorded in the office of the Weber County Recorder against the Property and is intended to, and shall be, deemed to run with the land and shall be binding on all successors in the ownership of any portion of the Property.
  - 8.3 Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest, while providing reasonable assurances of continuing vested development rights.
  - 8.4 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law, or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.
  - 8.5 Relationship of Parties and No Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties.
  - 8.6 Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Project, this Agreement shall be deemed to refer to other laws of Riverdale City.
  - 8.7 Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.
  - 8.8 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Utah.
9. Miscellaneous provisions.
- 9.1 City Storm-Water Management Plan. To the extent allowable under the applicable Development Regulations, stormwater entering the subject



Development will be collected and transported into the existing public drainage system in accordance with those standards and conditions approved and accepted by the City.

9.1.1 Maintenance Agreement. The Developer and/or business owners' association must execute an inspection and maintenance agreement that shall operate as a deed restriction binding on the current property owner and all subsequent property owners. The maintenance agreement shall:

- a. Assign responsibility for the maintenance and repair of the stormwater facility to the owner of the property upon which the facility is located and be recorded as such on the plat for the property by appropriate notation.
- b. Provide for a periodic inspection by the property owner for the purpose of documenting maintenance and repair needs and ensure compliance with the purpose and requirements of this chapter. The property owner will arrange for this inspection to be conducted by a registered professional engineer licensed to practice in the state of Utah who will submit a sealed report of the inspection to the public works department. It shall also grant permission to the city to enter the property at reasonable times and to inspect the stormwater facility to ensure that it is being properly maintained.
- c. Provide that the minimum maintenance and repair needs include, but are not limited to, the removal of silt, litter and other debris, the cutting of grass, grass cutting and vegetation removal, and the replacement of landscape vegetation, in detention and retention basins, and inlets, and drainage pipes and any other stormwater facilities. It shall also provide that the owner shall be responsible for additional maintenance and repair needs consistent with the needs and standards outlined in the maintenance plan.
- d. Provide that the maintenance needs must be addressed in a timely manner, on a schedule to be determined by the public works department.
- e. Provide that if the property is not maintained or repaired within the prescribed schedule, the public works department shall have the maintenance and repair done at its expense and bill the same to the property owner. The maintenance agreement shall also provide that the public works department cost of performing the maintenance shall be a lien against the property.
- f. The City shall have the discretion to accept the dedication of any existing or future stormwater management facility, provided such

facility meets the requirements of this chapter, and includes adequate and perpetual access and sufficient areas, by easements or otherwise, for inspection and regular maintenance. Any stormwater facility accepted by the municipality must also meet the municipality's construction standards and any other standards and specifications that apply to the particular stormwater facility in question.

- 9.2 Development Site Clean Up. The Developer shall promptly clean up any and all dirt and debris deposited on public streets or public property as a result of construction activity on the Plat. If Developer fails to clean up such dirt and debris within twenty-four (24) hours of notification by the City, the City shall clean up said dirt and debris and Developer agrees to pay the City's costs of such cleanup within thirty (30) days of billing.

10. Default.

10.1 Events of Default.

10.1.1 Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default ("Default") under this Agreement:

- a. A warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
- b. A determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement;
- c. Any other act or omission, either by City or Developer, which (i) violates the terms of this Agreement, or (ii) materially interferes with the intent and objectives of this Agreement.

10.2 Procedure Upon Default.

10.2.1. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the default.

After proper notice and expiration of said thirty (30) day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Section 8.10.

11.2.2. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform an obligation under this Agreement, shall excuse the performance of such obligation by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

- 10.3 Breach of Agreement. Following the occurrence of a Default by Developer, after the expiration of all application notice and cure periods set forth above, City may declare Developer to be in breach of this Agreement and City (i) may elect to withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until Developer has cured such Default. In addition to such remedies, either City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
- 10.4 Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance, or by withholding building permits or any other lawful means. In the event Developer violates the rules, policies, regulations or ordinances of City applicable to the Property or otherwise violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, upon given thirty (30) days written notice to Developer specifying the nature of the alleged violation and, when appropriate, the manner in which said violation must be satisfactorily cured (or such longer period as may be reasonably required by Developer so long as Developer has commenced the cure of such violation within such thirty (30) day period and has thereafter diligently proceeded to cure such default), take such actions as shall be deemed appropriate under law until such violations have been rectified by Developer, including the withholding of building permits. City shall be free from any liability arising out of the proper exercise of its rights under this paragraph.

- 10.5 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this agreement, no officer, official or agent of City has the power to amend, modify or later this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- 10.6 Attorney's Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorney's fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.
- 10.7 Notices.
- All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:
- If to the City:           Riverdale City Council  
4600 South Weber Drive  
Riverdale, Utah 84405  
Fax No.: (801) 399-5784
- With a copy to:         Riverdale City Attorney  
4600 South Weber Drive  
Riverdale, Utah 84405  
Fax No.: (801) 399-5784
- If to Developer:        Riverdale Business Park  
c/o Mike Ford  
120 East 4700 South  
Ogden, Utah 84405
- 10.8 Effectiveness of Notice. Any notices sent by certified mail shall be effective on the date on which such notice is sent. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.



EXHIBIT A

(Attached Maps)









# RIVERDALE BUSINESS PARK SUBDIVISION

PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN U.S. SURVEY  
 RIVERDALE CITY, WEBER COUNTY, UTAH  
 NOVEMBER, 2013

### BOUNDARY DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 9 NORTH, RANGE 2 WEST, SALT LAKE BASIN AND MERIDIAN U.S. SURVEY, RIVERDALE CITY, WEBER COUNTY, UTAH.

ALL OF LOT 2, DIVISION 2, RIVERDALE BUSINESS PARK SUBDIVISION ON FILE IN THE PUBLIC RECORDS OF WEBER COUNTY, UTAH.

### BASIS OF BEARINGS

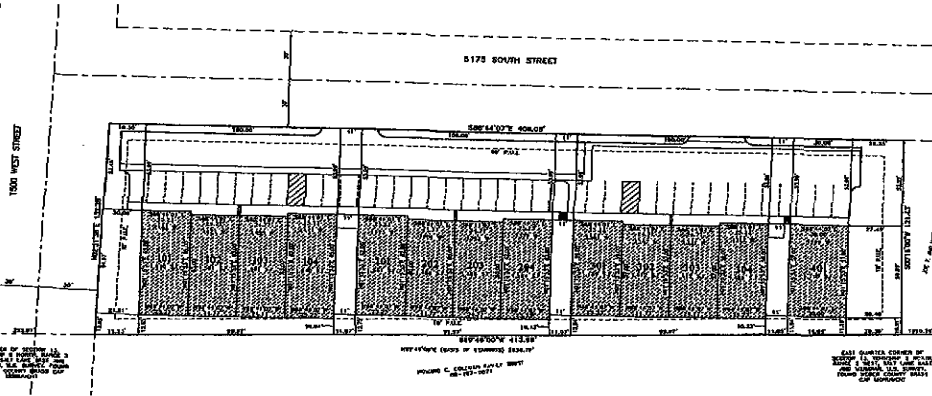
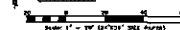
ALL BEARINGS ARE TAKEN FROM THE POINT OF BEGINNING OF THE SUBDIVISION AS SHOWN ON THE PLAT.

### NOTES

- THE PURPOSE OF THIS PLAT IS TO CREATE A SUBDIVISION AS SHOWN ON THE ATTACHED MAPS AND TO DEFINE THE BOUNDARIES OF THE LOTS AND BLOCKS THEREIN.
- THE MAP HAS BEEN PREPARED AND CORRECTED AS SHOWN ON THE ATTACHED MAPS.
- ALL LOTS, BLOCKS OR AREAS IN THIS SUBDIVISION ARE SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN ON THE ATTACHED MAPS.

### LEGEND

- SECTION CORNER
- 2 1/2" x 3 1/2" x 1/4" IRON PIPE PLATED
- BOUNDARY LINE
- COMMON PROPERTY
- SECTION 16 LINE
- RAIL CORNER
- ROCKING FLAG



**SURVEYOR'S CERTIFICATE**

I, JOHN F. JONES, a duly licensed and qualified professional land surveyor in the State of Utah, do hereby certify that I have personally supervised and conducted the survey shown on the attached map and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**OFFICER'S DECLARATION AND CERTIFICATION**

I, the undersigned, being the duly elected Mayor of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**ACKNOWLEDGMENT**

I, the undersigned, being the duly elected Mayor of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**ACKNOWLEDGMENT**

I, the undersigned, being the duly elected Mayor of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**Reeve & Associates, Inc.**

Professional Surveyors

1234 Main Street, Salt Lake City, UT 84143

Phone: (801) 555-1234

Fax: (801) 555-5678

www.reeveandassociates.com

**RIVERDALE CITY ATTORNEY**

I, the undersigned, being the duly elected Attorney of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**RIVERDALE PLANNING COMMISSION**

I, the undersigned, being the duly elected Chairman of the Planning Commission of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**RIVERDALE CITY APPROVAL**

I, the undersigned, being the duly elected Mayor of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**RIVERDALE CITY ENGINEER**

I, the undersigned, being the duly elected Engineer of the City of Riverdale, Utah, do hereby certify that the above described plat is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah, and that the same is a true and correct representation of the actual survey made by me or under my direct supervision and in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 19, Utah Code Annotated, 1953 Edition, and the rules and regulations of the Board of Professional Engineers and Surveyors, State of Utah.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

JOHN F. JONES

**Other County Records**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CLERK OF COUNTY RECORDS

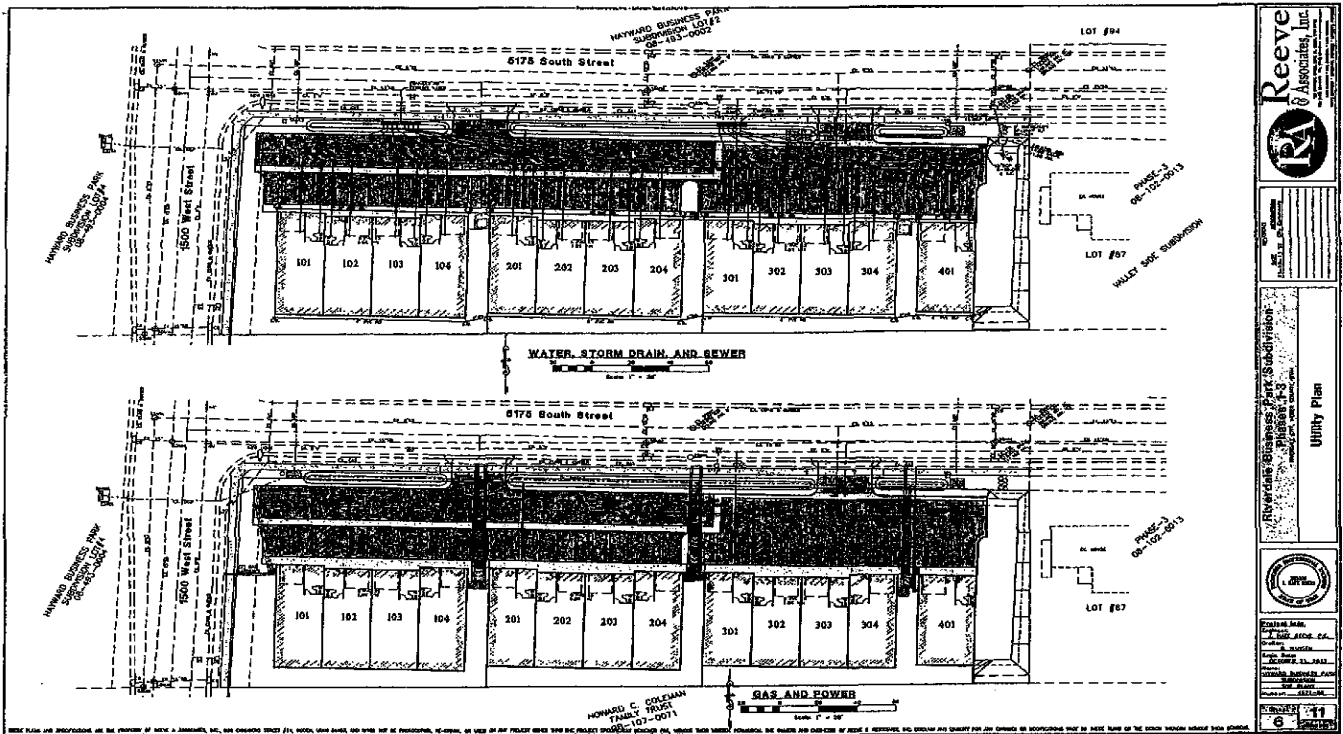












Wayward Business Park Subdivision  
 Utility Plan

Reeve & Associates, Inc.  
 11111  
 6

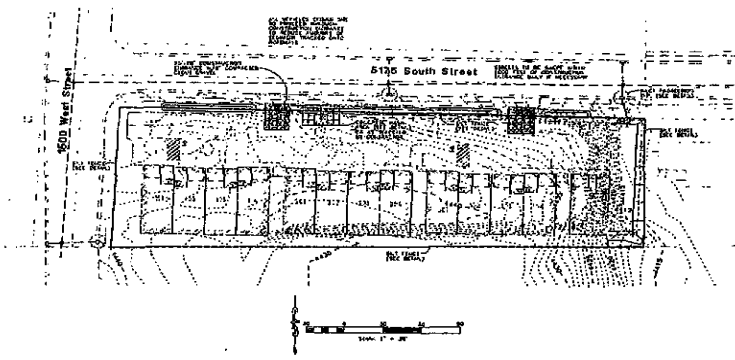
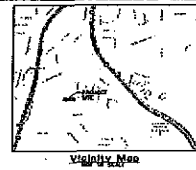


Howard C. Coleman  
 Professional Engineer  
 License No. 107-10011





**RIVERDALE BUSINESS PARK**  
**Phases 1-3**  
**Storm Water Pollution Prevention Plan Exhibit**  
RIVERDALE CITY, WEBER COUNTY, UTAH  
 OCTOBER 2012



**Construction Activity Schedule**

Activity	Start Date	End Date
Site Preparation	10/1/12	10/15/12
Foundation Work	10/15/12	10/30/12
Structural Steel Erection	10/30/12	11/15/12
Roofing	11/15/12	12/1/12
Interior Finishes	12/1/12	12/15/12
Exterior Finishes	12/15/12	1/1/13
Final Inspection	1/1/13	1/15/13

**Reeve & Associates, Inc.**  
 1000 N. 1000 W. STE. 100  
 RIVERDALE, UT 84401  
 (435) 734-1111  
 www.reeveandassociates.com

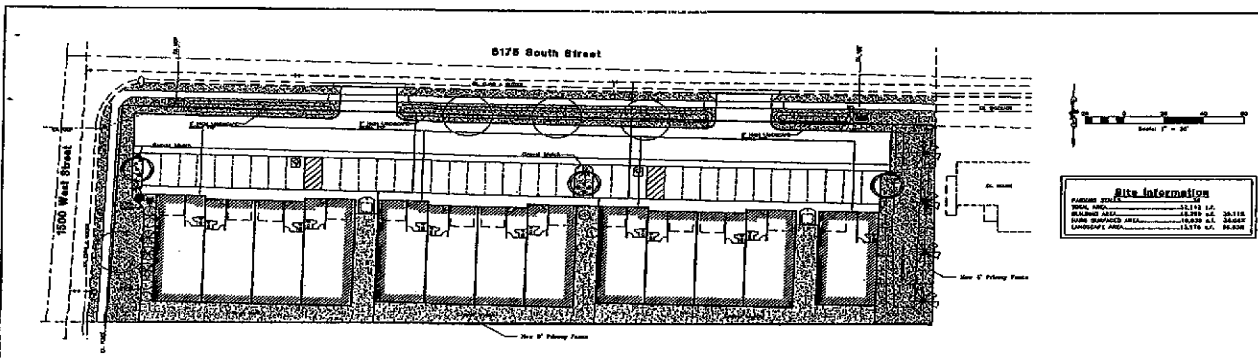
**Riverdale Business Park Subdivision  
 Storm Water Pollution  
 Prevention Plan Exhibit**

**Scale:**  
 1" = 100'

**Sheet:** 8  
**Of:** 11

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF REEVE & ASSOCIATES, INC. ANY UNAUTHORIZED USE OF THIS PLAN OR SPECIFICATIONS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO REEVE & ASSOCIATES, INC.





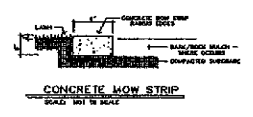
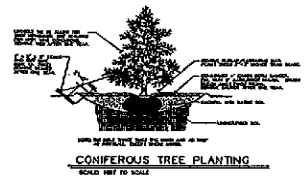
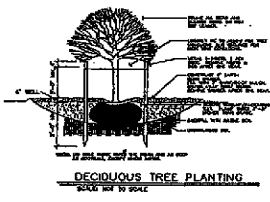
Site Information	
PROJECT NO.	1118
DATE DRAWN	11/18/03
DATE CHECKED	11/18/03
DATE REVISION	11/18/03
DATE APPROVED	11/18/03
DATE REVISION	11/18/03
DATE APPROVED	11/18/03

**Plant Table**

Quantity	Symbol	Scientific Name	Common Name	Planting Size
1	(C)	<i>Quercus macrocarpa</i>	White Oak Sapling	3" cal.
2	(C)	<i>Pinus strobus</i>	White Pine Sapling	10" x 12" B&B
3	(C)	<i>Pinus strobus</i>	White Pine Sapling	27" cal.

Quantity	Symbol	Scientific Name	Common Name	Planting Size
1	(S)	<i>Thuja occidentalis</i>	Green Tree	3" cal.
2	(S)	<i>Thuja occidentalis</i>	Green Tree	1.5 cal.
3	(S)	<i>Thuja occidentalis</i>	Green Tree	0.75 cal.
4	(S)	<i>Thuja occidentalis</i>	Green Tree	0.375 cal.
5	(S)	<i>Thuja occidentalis</i>	Green Tree	0.1875 cal.



- ① Descriptive Symbols
- ② Tuff Grout - To be installed.
- ③ A 3" layer of 1" diameter Rock which goes over ② and ③ and ④ and ⑤.

**Reeve & Associates, Inc.**

Landscape Plan

Hayward Business Park Subdivision  
Lot 3

11/18/03

10 11

THIS PLAN AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. THE COMPANY SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE COMPANY SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE COMPANY SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

