

**Oakley City  
City Council  
Staff Report**



**FINAL PLAT: PUBLIC HEARING  
River Haven Subdivision/Master Planned Development  
Applicant: Trevor Williams**

**To:** Oakley City Council  
**From:** Stephanie Woolstenhulme, City Planner  
**Date of Meeting:** July 12, 2023  
**Type of Item:** Preliminary Plat – Possible Action  
**Process:** Administrative Review

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**RECOMMENDATION:** Staff recommends that City Council hold a final review of River Haven Subdivision plat according to the findings of fact, conclusions of law and any condition set forth by the Commission.

**PROJECT DESCRIPTION**

**Project Name:** River Haven Subdivision  
**Applicant(s):** Trevor Williams  
**Property Owner(s):** Trevor Williams  
**Location:** ~ 4500 N. Millrace Road  
**Parcel Number(s):** OT-92  
**Size:** 19.18 acres  
**Zone District:** CR-2 – Community Residential 2. 2 building rights per 1 acre.  
**Adjacent Land Uses:** Residential/Agricultural  
**Existing Uses:** Residential/Pasture  
**Public Hearing:** Public Hearing for preliminary plat was held by Planning Commission May 3, 2023.

**PROPOSAL:**

The applicant wishes to create the River Haven Subdivision on 19.18 acre parcel. Subdivision consists of 15 lots + 1 Commons/Affordable housing lot.

**FINDINGS OF FACT**

1. Located at approximately 4500 N. Millrace Road.
2. Property is in CR-2 zoning. 2 development rights per 1 acre. 38 possible development rights.
3. Water – Oakley City water
4. Sewer – Oakley City sewer

**CONCLUSIONS OF LAW**

1. This type of development is allowed in CR-2.
2. Planning Commission must find that neither the public nor person are materially injured by the proposed subdivision.

**CITY ENGINEER COMMENTS:**

Farley has also requested that final plat not be signed until complete civil drawings have been submitted, approved, and cost estimate provided. Mr. Williams has been made aware and is currently working with Farley on civil drawings.

**CITY PUBLIC WORKS COMMENTS:** Water and sewer accounted for in the development agreement.

**SOUTH SUMMIT FIRE:** Approved in conjunction with an approval from City Engineer

**SUMMARY OF ITEMS IN DEVELOPMENT AGREEMENT**

1. Architectural design
  - a. As specified in application.
  - b. Obvious variety.
  - c. Gabion style fence at entrance – 100' in length.
  - d. Fencing within subdivision will be non-opaque and limited to building envelope.  
Examples in development agreement.
2. Affordable Housing
  - a. Affordable housing obligation of 1.05 AEU (15 lots-8 lot exemption = 7 lots x 15%.)
  - b. Requesting 1 two-bedroom unit. 900 sq ft minimum unit which will be located within a "Community Clubhouse/Amenities Building" located on plat lot 107. Deed restricted for 50 years for residents earning less than 80% AMI. Cannot be rented for less than 30 days.
  - c. Remaining .05 will be paid in fee.  $\$350/\text{sq ft} \times 900 \text{ sq ft (single AUE)} = \$315,000 \times 05 = \$15,750$  fee in lieu,
  - d. Second unit to be built for someone who will manage the HOA.
  - e. Architectural design of the Affordable Housing will match all other architecture in the subdivision.
  - f. Construction of affordable housing unit will happen simultaneously with market rate housing.
3. Millrace Road trail
  - a. Construct and dedicate a 4-6' wide trail within a 33 ft dedicated right-of-way
  - b. Built to specific trail standards.
  - c. Fence on west side of property for site boundary between development and trail.
  - d. City take possession of trail
4. Open space
  - a. Wetlands/sensitive lands clearly defined during construction
  - b. Landscaping and grading plan to be evaluated by city engineer prior to excavation
  - c. Revegetation of any disturbed land within 1 year
5. Roads
  - a. Private road – City has no obligations regarding road
  - b. 20 ft asphalt width + 2 ft asphalt shoulder either side
  - c. 3.5 stormwater swale both sides of road. Liner+rocks. Focus on getting water back into the ground.
  - d. No secondary access to protect wetlands
  - e. As required by fire department

## 6. Water and Irrigation Water

- a. 16 shares Mill Canal water dedicated to City but to be used for River Haven project
- b. Developer will pay any annual or special assessment for shares used.
- c. Individual parcel rainwater harvesting as allowed by Utah State law
  - i. Irrigation limited to building envelope
- d. 8" water main

## 7. Sewer

- a. 10' sewer line.

## **POSSIBLE CONDITIONS OF APPROVAL**

1. Final plat will not be signed until complete civil drawings have been submitted, approved, and cost estimate/bond estimate complete.
2. Addition of the following notes:
  - a. *"Further subdivision of such lands, whether by deed, bequest, divorce, decree, or other recorded instrument, shall not result in a buildable lot until the same has been approved in accordance with the Oakley City Land Management and Development Code."*
  - b. *"The owners of property within Oakley City recognize the importance of agricultural lands and operations and small rural business enterprises. It is recognized that agricultural lands and operations and rural business enterprises have unique operating characteristics that must be respected. Owners of each lot platted in this subdivision/the owner of the residence constructed upon this Lot have/have been given notice and recognizes that there are active agriculture lands and operations and rural business enterprises within Oakley City and acknowledge(s) and accept(s) that, so long as such lands and operations exist, there may be dust, noise, odor, prolonged work hours, use of roadways for the purposes of herding/moving animals, and other attributes associated with normal agricultural operations and rural businesses."*

## **ATTACHMENTS TO THIS REPORT**

1. Related code
2. Final Plat
3. Development Agreement
4. Citizen Comment/Question – included citizen comment is from Planning Commission preliminary plat. No comment has been received in response to final plat notice.

The City Council is empowered to require additional and reasonable improvements to mitigate any detrimental effects to surrounding property and residents and to safeguard the general welfare of the future inhabitants of the subdivision.

**ATTACHMENT 1**  
**RELATED OAKLEY CITY CODE**  
**13-4-2 Community Residential-2 (CR-2)**

1. District Intent: In some central designated areas, higher density and multi-family residential buildings may be established to provide a residential environment within the City, characterized by a residential community setting and associated uses. This land use is intended to have a residential density higher than the lower-density residential areas specified above while maintaining a healthy residential character. Community Residential areas accommodate a density of two (2) or more residential units per acre.
2. Lot and Site Requirements: Except as otherwise provided in this Code, no building permit shall be issued unless the property meets the requirements below.
  1. Parcel or Lot Size and Base Density:
    1. The base density is two (2) units per acre or 0.5 acres per unit.
    2. The minimum lot size is one half acre.
    3. **Lots that are approved through a subdivision and clustered master planned development process and provided with public culinary water and sewer service may be permitted minimum lot sizes down to one-quarter (1/4) acre.**
    4. A grandfathered parcel is exempt from the minimum size requirement.
    5. For Master Planned Development (MPD) projects following the provisions of 13-5-10, and Appendix B of this Title, additional bonus density may be awarded through a site analysis and development agreement.
  2. Parcel or Lot Width:
    1. The minimum parcel or lot width is one hundred feet (100') measured at the front setback line. In the case of unusual parcel or lot configurations such as cul-de-sacs, etc., width standards shall be determined by the City Planner, or his/her designee. **Lots approved through a subdivision and master planned development process and provided with culinary water and sewer service may be permitted a reduction in the minimum lot widths standard.** A grandfathered parcel is exempt from the minimum lot width requirement. See 13.9.21 for panhandle or flag lot standards.
  3. Setbacks: Unless otherwise indicated on a recorded plat or an approved site plan, the minimum setbacks on all new construction, shall be as follows (Exception: River or perennial stream setbacks do not apply to existing small lots recorded prior to the year 2021 which would preclude or limit a previously approved type of use) Additional setbacks may be required if in a Sensitive Lands Overlay Zone (see Chapter 15):

Location	Minimum Setback
Front Setback	25 feet from property line
Front setback if property lines extend to the center of a public road	55 feet from the centerline of the road
Front setback if property lines extend to the center of a private access road	55 feet from the centerline of the road

Side setback	8 feet from property line
Rear setback	12 feet from property line
<b>Wetland</b>	<b>40 feet from delineation line as defined by the Army Corps of Engineers</b>
River or perennial stream	100 feet from ordinary high-water mark
Lake or natural pond	50 feet from ordinary high-water mark
Forest Service	100 feet from property line

3. Height: The maximum height for all structures shall be thirty-two feet (32') above natural grade.
4. Uses: Uses in the CR-2 Zoning District are those set forth in section 13-4-16, "Chart of Allowed and Permitted Uses", of this chapter.

#### 13.5.5.C Subdivisions Consisting of Four or More Lots:

1. **Master Planned Development Required:** In the following cases, a Master Planned Development approval is required pursuant to section 13-5-10 of this chapter:
  1. Any application to subdivide at base density resulting in four (4) or more lots or parcels.
  2. Any proposal which includes the movement of density between zones on a single parcel which results in the creation of four (4) or more lots.
2. **Criteria for Approval:** Before a subdivision can be approved; it must conform to all of the following criteria:
  1. All of the land required for the density needed to create the lots within the subdivision, including a remnant parcel, which on its own would not be large enough to qualify for any density, shall be contained within the boundaries of the final subdivision plat, and any remnant parcel shall bear a plat note stating that no density exists on such remnant parcel until such time (if ever) as the zone is changed to permit additional density rights and the remnant parcel is, if necessary, re-subdivided in accordance with this chapter; or the remnant parcel is otherwise vacated from the final subdivision plat for the purposes of a parcel boundary adjustment, which shall constitute good cause thereof under State law.
  2. In the event that the parcel(s) being subdivided contain more land than that which is needed to establish the density for the subdivision, such remainder parcel(s) do not need to be included within the boundaries of the final subdivision plat if each of such remainder parcel(s) (or such number of them if contiguous) conform to the minimum size requirement of the applicable zone at the time. In such cases, a certificate executed by the City shall be recorded with the Summit County Recorder, at the same time as the final subdivision plat is recorded, against the remainder parcel(s) located outside of the final subdivision plat stating that such remainder parcel(s) are conforming parcels pursuant to this chapter.
  3. Each proposed lot shall have legal access through a recorded right-of-way or easement. The applicant shall demonstrate that adequate access to the property from a public road may be granted by the State or City, whichever is applicable.
  4. Compliance with the development evaluation standards provided in chapter 3 of this Title.
  5. Compliance with the infrastructure standards in chapter 9 of this Title.

6. If the subdivision includes any land located within one hundred feet (100') of the center line of a canal, the City Planner shall:
  1. Within thirty (30) days after the day on which the application is filed, notify the canal company or canal operator responsible for the canal, if the canal company or canal owner has provided information under Utah Code Annotated 10-9a-213.
  2. Wait at least ten (10) days after the day on which the City Planner notifies a canal company or canal operator to approve, approve with conditions or reject the final subdivision plat.
7. The minimum lot size for new lots created through this process will meet the minimum lot size requirements for the applicable zone.
8. An approval from the Summit County Health Department.
9. Proof that the taxes for the applicable property have been paid.
10. All on-site and required off-site improvements are completed or properly guaranteed as per Chapter 13-7 of this Title.
11. Compliance with this Title and all applicable City regulations.

13.6 Affordable Housing – *summarized*

1. 14 lots proposed – 8 lot exemption = 6 lot assessable base.
  1.  $6 * 15\% = .9$  affordable housing obligation
  2. Total units/lots = 15 lots
2. 1 unit of deed restricted housing
3. Possibility of ADU's on other lots. Detached garages with living space above.

13.9.8.C Road Standards: Public and private roads in subdivisions shall meet the following minimum right of way, surface, shoulder width, and other standards. Road surfaces shall be capable of providing all weather, year around access as approved by the Fire District and the City:

1. **Width of Surface:**

	<b>DESIGN VOLUME</b>						
<b>DESIGN SPEED</b>	<25	25-250	251-699	700-999	1,000-2,499	2,500-5,000	5,001+
20 mph	14	16	20	22	22	24	24
30 mph	16	18	20	22	22	24	24
40 mph	18	20	22	22	22	24	24
50 mph	-	20	22	22	22	24	

2. Roads designed to carry a large traffic volume per day at higher speeds may be required to be wider than described. This will be based on a determination of the specific design volume, speed, terrain and other characteristics to be calculated at the time of development application. Public roads, to be owned and maintained by the City, shall be a minimum of twenty-four feet (24') of paved surface

width. In special circumstances, providing safety standards are met, the City Engineer and Planning Commission may reduce this width standard on a case-by-case basis to protect sensitive lands, hill sides, reduce visibility, or minimize maintenance.

3. Width of Shoulder:

	<b>DESIGN VOLUME</b>						
<b>DESIGN SPEED</b>	<25	25-250	251-699	700-999	1,000-2,499	2,500-5,000	5,001+
<b>All Speeds</b>	1'- 2'	1'- 4'	2' - 4'	2' - 6'	2' - 6'	2' - 6'	

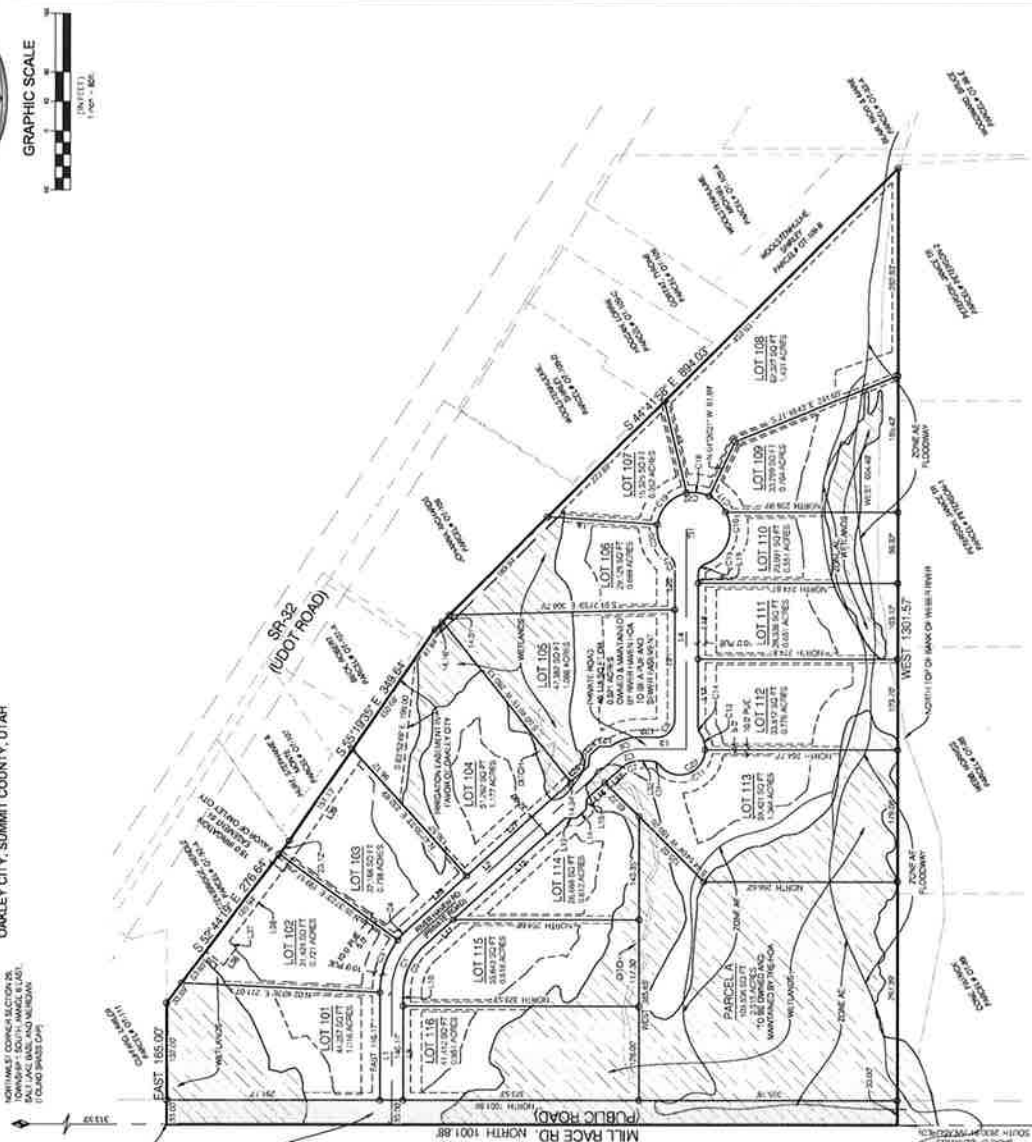
5. Ingress and Egress: At least one (1) ingress and one (1) egress routes shall be provided for each subdivision of eight (8) lots or greater, unless there is a crash gate or the extension of a future stub street that will provide additional access.



# RIVER HAVEN SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 6 EAST,  
SALT LAKE BASE AND MERIDIAN  
OKALEY CITY, SUMMIT COUNTY, UTAH

NORTHWEST CORNER SECTION 29,  
TOWNSHIP 1 SOUTH, RANGE 6 EAST,  
SALT LAKE BASE AND MERIDIAN  
(OLD SHARED CORNER)



LOT	ACRES
LOT 101	0.592
LOT 102	0.592
LOT 103	0.592
LOT 104	0.592
LOT 105	0.592
LOT 106	0.592
LOT 107	0.592
LOT 108	0.592
LOT 109	0.592
LOT 110	0.592
LOT 111	0.592
LOT 112	0.592
LOT 113	0.592
LOT 114	0.592
LOT 115	0.592
LOT 116	0.592

SECTION CORNER POINTE  
 5 FT x 5 FT IRON WITH  
 PLASTIC CAP MARKED  
 ON PLAN & W/STAKE  
 BOUNDARY LINE  
 ADJACENT PROPERTY  
 STREET CENTERLINE  
 (ASHMAN)  
 45° ± OF WAY  
 SUITABLE AREA



**VICINITY MAP**

**NORTH**

**GRAPHIC SCALE**

0 100' 200'

1" = 100'

**SURVEYORS CERTIFICATE**

I, BRUCE A. LAMM, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH. I HAVE CONDUCTED A RECONSTRUCTION SURVEY OF THE ABOVE DESCRIBED SUBDIVISION. I HAVE RECONSTRUCTED THE BOUNDARIES OF THE SUBDIVISION TO ACCURACY. I HAVE RECONSTRUCTED THE BOUNDARIES OF THE SUBDIVISION TO ACCURACY. I HAVE RECONSTRUCTED THE BOUNDARIES OF THE SUBDIVISION TO ACCURACY.

**BOUNDARY DESCRIPTION**

BEING AND TO WIT: THE CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, AND RANGING THENCE EAST 86.00 FEET, THENCE SOUTH 89.4479 FEET TO A POINT ON AN EXISTING CONCRETE MONUMENT AS REPRESENTED ON THE PLAT, TO THE POINT OF BEGINNING, THENCE EAST 44.58 FEET TO AN OLD IRON FENCE TO A POINT ON THE NORTHERLY CORNER OF SECTION 29, THENCE SOUTH 89.4479 FEET TO THE CORNER OF SECTION 29, THENCE SOUTH 89.4479 FEET ALONG A ROAD SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 12 87.4 ACRES  
 18 LOTS AND 1 PARCEL.



**OWNERS DEDICATION AND CONSENT TO RECORD**

KNOW ALL MEN BY THESE PRESENTS THAT DANIEL PROPERTIES, LLC ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND. WE HEREBY DEDICATE AND CONSENT TO THE RECORDATION OF THE ABOVE DESCRIBED SUBDIVISION PLAT TO BE PREPARED BY DANIEL PROPERTIES, LLC FOR THE USE OF THE PUBLIC. ALL ROADS AND OTHER AREAS SHOWN ON THIS PLAT ARE INTENDED FOR PUBLIC USE.

THE UNDERSIGNED OWNERS ALSO HEREBY CONSENT TO ANY AND ALL PUBLIC UTILITY COMPANIES A PUBLIC UTILITY COMPANY TO USE THE PUBLIC UTILITY EASEMENTS AND PRIVATE ROADWAY EASEMENTS SHOWN ON THIS PLAT FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITY LINES AND FACILITIES.

THE UNDERSIGNED OWNERS HEREBY CERTIFY THAT THEY HAVE CALLED THIS PLAT TO BE MADE AND HEREBY CONSENT TO THE RECORDATION OF THE PLAT AND AMENDMENT.

IN WITNESS WHEREOF, THE UNDERSIGNED SET THEIR HANDS AND THE DATE OF \_\_\_\_\_ 20\_\_\_\_,  
 DANIEL PROPERTIES, LLC

PERSONALY  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_  
 I, \_\_\_\_\_, PRESIDENT OF DANIEL PROPERTIES, LLC,  
 A SAID STATE OF UTAH, WHOSE IDENTITY IS PERSONALLY KNOWN TO ALL OF US, ON THE BASIS  
 OF SAID AFFIDAVIT, AND IS THE TRUSTEES RECOGNIZED BY DANIEL PROPERTIES, LLC, A  
 LIMITED LIABILITY COMPANY, DO HEREBY CONSENT TO THE RECORDATION OF THE ABOVE  
 DESCRIBED DEDICATION TRACT AND VOLUNTARILY AND FOR THE USES AND PURPOSES HEREIN  
 MENTIONED FOR AND BEHALF OF DANIEL PROPERTIES, LLC, A UTAH LIMITED LIABILITY COMPANY.

MY COMMISSION EXPIRES \_\_\_\_\_ (DATE) \_\_\_\_\_ COMMISSION NUMBER \_\_\_\_\_  
 NOTARY PUBLIC  
 COMMISSIONED IN UTAH \_\_\_\_\_

**APPROVALS**

**PUBLIC SAFETY ANSWERING POINT APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 SUMMIT COUNTY PUBLIC SAFETY ANSWERING POINT

**CITY PLANNING COMMISSION**  
 APPROVED AND ACCEPTED BY THE OKALEY CITY  
 PLANNING COMMISSION THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**CITY COUNCIL APPROVAL**  
 PRESENTED TO THE BOARD OF OKALEY CITY  
 AT WHICH TIME THIS RECORD OF SURVEY WAS  
 APPROVED \_\_\_\_\_

**ALL WEST COMMUNICATIONS**  
 APPROVED BY THE ALWEST  
 COMMUNICATIONS DEPARTMENT THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_, 20\_\_\_\_

**ALWEST COMMUNICATIONS**  
 \_\_\_\_\_ W/ATOR \_\_\_\_\_ CITY RECORDER

**SOUTH SUMMIT FIRE DISTRICT**  
 APPROVED BY THE SOUTH SUMMIT  
 FIRE DISTRICT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**REPRESS W/ATIVE**  
 \_\_\_\_\_ ROCKY MOUNTAIN POWER

**ROCKY MOUNTAIN POWER**  
 APPROVED AND ACCEPTED THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_ BY ROCKY MOUNTAIN POWER

**OKALEY CITY ENGINEER**  
 APPROVED AND ACCEPTED BY THE OKALEY CITY  
 ENGINEERING DEPARTMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

**OKALEY CITY ENGINEER**  
 \_\_\_\_\_

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**ATTORNEYS CERTIFICATE**  
 I HAVE EXAMINED THE PLAT OF THE  
 SUBDIVISION AND IN MY OPINION  
 THE SAME COMES WITHIN THE  
 PROVISIONS OF THE UTAH PLAT ACT AND HAS NO DEFECT  
 AND EFFECT.

**SUMMIT COUNTY RECORDER**  
 RECORDED BY  
 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT  
 THE OFFICE OF THE COUNTY RECORDER, OKALEY CITY, UTAH.  
 \_\_\_\_\_ DATE \_\_\_\_\_ PAGE \_\_\_\_\_

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**BENCHMARK CIVIL**

**BENCHMARK ENGINEERING & LAND SURVEYING**

1010 SOUTH STATE STREET, SUITE 200  
 SALT LAKE CITY, UTAH 84143  
 WWW.BENCHMARKCIVIL.COM

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 STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT  
 THE OFFICE OF THE COUNTY RECORDER, OKALEY CITY, UTAH.  
 \_\_\_\_\_ DATE \_\_\_\_\_ PAGE \_\_\_\_\_

**SHEET 1 OF 3**



**WHEN RECORDED RETURN TO:**

Oakley Properties, LLC  
C/O Trevor Williams  
13504 S 7530 W  
Herriman, UT 84096

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this \_\_\_\_\_ day of June 2023, by and among OAKLEY PROPERTIES LLC a Utah limited liability company (the “Developer”) and OAKLEY CITY, a municipality and political subdivision of the State of Utah (the “City”). Developer and the City are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

A. Developer is the owner of those certain parcels of real property located at approximately 4550 Millrace Road, located within the boundaries of the City as more particularly described in “Exhibit A” (the “Property”).

B. A subdivision plat has been approved by the City to divide the Property into 16 lots and one (1) open space parcel as more fully described in the subdivision plat attached hereto as “Exhibit B.”

C. Developer desires to proceed with a project that will consist of 15 single-family lots, one Amenity/multi-family lot, and related improvements as depicted on the site plan attached hereto as “Exhibit C” (the “Project”).

D. The City desires to ensure realization of a product substantially the same in architectural style and configuration as was proposed in application materials (shown below):





## AGREEMENT

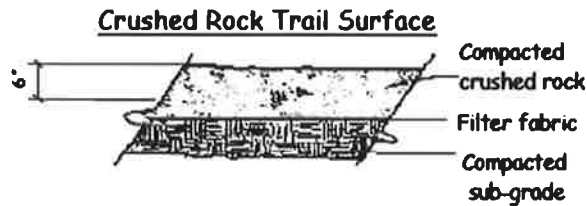
NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.
2. **Project Aesthetics.**
  - 2.1. Developer agrees to construct a Project substantially the same in architectural style and configuration as depicted in Recital D, above. Developer shall ensure, by recorded instrument, that future construction, reconstruction, or renovation within the Project shall comply with the architectural style and configuration depicted in Recital D, above.
  - 2.2. Lot 107 is reserved for a single Amenity/ Housing Building which must include at least one (1) deed restricted affordable housing unit, in accordance with City standards in effect as of the date of this Agreement and this Agreement, as well as other River Haven HOA amenities. Upon recordation of the Plat, Developer shall record a conservation easement for the benefit of Oakley City on the open space parcel.
  - 2.3. A fence shall be provided along the eastern boundary of the Property, constructed from primarily natural materials such as wood or stone with an open-style design. A fence may be constructed from natural materials such as wood or stone, with an open-style design, along the northern perimeter of the Property.
  - 2.4. Fencing within lots shall be restricted to the building envelope shown on the approved plat for the Project. All fencing shall be of an open-style design, with no solid or opaque paneling, and shall be constructed from primarily natural materials such as wood or stone.
3. **Affordable Housing.** Developer agrees to construct at least one (1) affordable housing unit, in the form of a deed restricted, two-bedroom, apartment of at least 900 square feet in area, and may construct 1 additional market-rate housing unit in the Amenities/Housing Building on Lot 107. Each market-rate unit constructed on Lot 107 shall not exceed the size of the affordable housing unit. Developer agrees to deed restrict one (1) affordable unit for not less than 50 years in accordance with Mountain Lands Community Housing Trust's standards to be available to residents who earn up to 100% of Summit County AMI, at a monthly rent, plus utilities, that does not exceed thirty percent (30%) of the resident household's gross monthly income. If

Developer builds only one affordable housing unit on Lot 107, upon application to develop Lot 107, the Developer shall also pay a fee in lieu of construction of .05 of an affordable housing unit in the amount of \$1575. The deed restricted affordable unit shall not be rented for less than 30 days. The architectural style of the Amenity/Housing Building shall match the aesthetic style of the rest of the River Haven subdivision as demonstrated in Section 2 and Recital D.

**4. Millrace Road Trail.**

4.1. Developer agrees to construct and dedicate to the City a 4-6 ft wide (depending on topography and physical obstacles), approximately 1002-foot, public trail (the "Trail"), constructed with a minimum depth of 6" Crushed Rock or 2" compacted Dolomite Limestone along the Property boundary that is contiguous with Millrace Road, as depicted below.



**NOTE:** The crushed rock surfacing may be substituted with 2" of compacted dolomite limestone as per the specification.

4.2. Developer shall provide a plan for the location and access to the Trail in connection with the proposed subdivision of the Project, which plan shall provide for Developer's installation of open-style fencing made from natural materials such as wood or stone to separate the Project from the Trail and public access to the Trail from and through SR 32.

4.3. City shall be responsible for the maintenance and repair of the Trail, and related accesses and fencing, upon the City's approval and acceptance of the same.

**5. Landscaping, Revegetation & Enhancement of Open Space.** Developer shall provide a landscaping and grading plan for the Project that addresses open space areas, common areas, and other landscaping features and improvements outside of single-family residential lots. Developer shall be required to revegetate any Open Space disturbed in the process of Development and shall warranty viability of such revegetation after one (1) year of installation. Developer shall remediate and revegetate any portion of the vegetation that has failed within such one-year period.

**6. Subdivision Road and Stormwater.**

- 6.1. The proposed River Haven Road serving the Project (“Road”) shall be a private road, owned and maintained in perpetuity by Developer or a private homeowners or other community association. The Road shall be designed and constructed by Developer with a minimum driving area width of 20 feet of asphalt, with a 2-foot improved, asphalted shoulder on each side, for a total asphalt width of 24 feet. The City shall not have any obligations regarding the design, construction, or maintenance of the Road, except to approve Developer’s design for the Road for compliance with this Agreement.
- 6.2. The Road shall be designed and constructed by Developer with 3.5-foot-wide stormwater swales on both sides of the Road, as approved by the City. The Project shall not include a storm water retention area.
- 6.3. No additional public or private roads shall be permitted within the Project other than the Road.

7. **Water and Water Infrastructure.**

- 7.1. Developer shall dedicate 16 shares of Mill Canal water to the Project with Oakley City named as an intended beneficiary to ensure that the Project is adequately irrigated and shall not rely on culinary water for outdoor irrigation. Developer/Lot owners shall be entitled to use such Mill Canal water shares for required irrigation of the Property and may convert the balance of such shares to other beneficial use(s) if the Developer installs pressurized irrigation and demonstrates adequacy of water rights to fully irrigate the Project with fewer than 16 shares of Mill Canal water. Culinary water and culinary water systems shall not be used for irrigation. Developer shall submit an irrigation plan for the Project that demonstrates the location of all irrigation lines and facilities necessary to serve the Project.
- 7.2. Developer shall install an 8-inch water line within the Road, terminating within the Road’s cul-de-sac, and Developer shall install fire hydrants as required by the international fire code in effect in Utah.

8. **Sewer.** Developer shall install a 6-inch sewer line within the Road right of way and shall connect all habitable structures to the City sewer system. Only one sewer lateral shall be installed for each lot.

9. **Development Standards.** Unless expressly modified or exempted by this Agreement, the Project shall conform to all City land use and subdivision regulations, and all standards and requirement set forth in this Agreement. The Project, and all future construction and development within the Project, or any lot created therein, shall further comply with the following requirements:

- 9.1. Whenever this Agreement requires a plan or design to be prepared by Developer, such plan or design shall be submitted to the City for review. The City shall be required to approve such plan or design within a reasonable time after submission if it is complete and demonstrates compliance with the terms of this Agreement and applicable City, County, or State regulations and requirements. The City may require Developer to modify any plan or design in order to comply with this Agreement and all applicable City, County, or State regulations and requirements.
- 9.2. Neither Developer nor any future owner of any lot adjacent to or containing wetlands or the Weber River shall perform any construction, grading, or other alteration of the wetlands or Weber River without first obtaining authorization from the appropriate state and federal entities. The City shall withhold building permits, certificates of occupancy, and other approvals until proof of such authorization is provided.
- 9.3. The final plat for the Project shall show the allowable building envelope for each lot. Other than as specifically provided herein, no construction of any structure or building shall be allowed outside of such building envelope.
- 9.4. Developer shall complete all public and private infrastructure and landscaping improvements required by this Agreement prior to recording the final plat for the Project or selling any lot within the Project, unless Developer provides financial assurance, in a form and amount acceptable to the City, that is equal to at least 100% of the construction and completion costs for all such improvements, and Developer provides an additional financial assurance warranting the materials, design, and workmanship of all such improvements, for one year, which assurance is equal to at least 10% of the construction and completion costs for all such improvements.

10. **Fees.** Developer shall pay all fees due at the time of building permit application for the primary structure on each lot, including water connection fees, sewer connection fees, building permit fees, and impact fees.

11. **Recordation of Plat.** In exchange for Developer's promised adherence to the proposed Project requirements as forth in Sections 2 through 10, above, and subject to the plat approval process required by Oakley City regulations, the City shall approve the final subdivision plat, in substantially the same form as "Exhibit B," for the Project, and shall allow the same to be recorded.

12. **Successors and Assigns.**

**12.1. Binding Effect.** This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of any Lot or other portion of the Project or Property, as applicable.

**12.2. Assignment.** Except as provided herein, none of the provisions, terms, conditions, benefits, or burdens contained in this Agreement may be severed from this Agreement and any assignment to any other party, individual, or entity may not be made without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing herein shall preclude: (a) a collateral assignment of this Agreement to first priority mortgage lenders providing construction and development financing for the Project, or portion thereof, or (b) the sale or transfer of one or more Lots to affiliates of the Developer or others; provided, that the obligations contained in this Agreement and applicable to such Lot or Lots sold or transferred shall be binding upon the successor owners thereof. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. The assignment of the Project shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Agreement.

**13. Default.**

**13.1. Notice.** If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

**13.2. Contents of the Notice of Default.** The Notice of Default shall:

**13.2.1. Claim of Default.** Specify the alleged facts or event of default;

**13.2.2. Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in default;

**13.2.3. Specify Materiality.** Identify why the default is claimed to be material;  
and

**13.2.4. Optional Proposed Cure.** If the City chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

**13.3. Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer to resolve the issues that are the subject matter of the Notice of Default.



**13.4. Remedies.** If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

**13.4.1. Legal Remedies.** The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

**13.4.2. Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

**13.5. Extended Cure Period.** If any default cannot be reasonably cured within 60 days, then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

**13.6. Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

**13.7. Force Majeure.** All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

**14. Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To:

With a copy to:

Oakley Properties, LLC  
C/O Trevor Williams  
13504 S 7530 W  
Herriman, UT 84096

And to:

Hoffman Law  
P.O. Box 4421  
Park City, UT 84060

To City:

Oakley City  
Attn: Rob Patterson  
City Attorney  
P.O. Box 129  
Oakley, Utah 84055

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

**15. General Terms and Conditions.**

**15.1. Agreement to Run with the Land.** This Agreement shall be recorded in the Office of the Summit 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 and development of any portion of the Property.

**15.2. Entire Agreement.** This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

**15.3. Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

**15.4. No Third-Party Rights.** The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City, Developer, and the Developer's authorized successors, together with one or more first priority mortgage lenders of the Project, or portions thereof who shall be deemed third-party beneficiaries of this Agreement. The City, Developer, successors to the Developer, and the third-party mortgage lender identified above, alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

**15.5. Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

**15.6. Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

**15.7. Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

**15.8. Public Information.** The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq.*

**15.9. Satisfaction of Obligations.** At such time as the obligations of the Developer contained in this Agreement have been satisfied, including the implementation of provisions required by this Agreement into other agreements, declarations, and/or covenants approved by the City Attorney, upon the request of the Declarant and/or its authorized successors, the City shall acknowledge in a form approved by the City Attorney suitable for recordation, that Declarant has satisfied its obligations as set forth in this Agreement.

**15.10. Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

**15.11. Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

**IN WITNESS WHEREOF**, this Agreement has been executed by Oakley City, acting by and through the Oakley City Council, Summit County, State of Utah, pursuant to Resolution No. \_\_\_\_\_, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

**OAKLEY CITY**, a Utah municipality and political subdivision of the State of Utah.

By: \_\_\_\_\_  
Chair, City Council

ATTEST:

\_\_\_\_\_  
Amy Rydalch, City Recorder

APPROVED AS TO FORM

\_\_\_\_\_  
Rob Patterson, City Attorney

**OAKLEY PROPERTIES LLC, a Utah limited liability company (“Developer”)**

By: \_\_\_\_\_  
Trevor Williams, its Manager

STATE OF UTAH            )  
                                  :ss.  
COUNTY OF SUMMIT    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of **OAKLEY PROPERTIES LLC**, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said corporation and said \_\_\_\_\_ duly acknowledged to me that he executed the same for the purposes therein stated.

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

## Stephanie Woolstenhulme

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**From:** Stephanie Hurt <saamhurt@allwest.net>  
**Sent:** Wednesday, May 3, 2023 7:23 PM  
**To:** Stephanie Woolstenhulme  
**Subject:** Re: Comment/questions for May 3 meeting

Thanks so much Stephanie! Things were sounding so garbled that we stopped listening. We will call about the question I had emailed earlier.

Sent from my iPhone

> On May 3, 2023, at 5:47 PM, Stephanie Hurt <saamhurt@allwest.net> wrote:

>  
> Change of plans! Monte will listen in!  
>  
> Sent from my iPhone  
>  
>> On May 3, 2023, at 5:46 PM, Stephanie Woolstenhulme <stephanie@oakleycity.com> wrote:

>>  
>> Sounds great. Thanks!  
>>  
>> Stephanie Woolstenhulme  
>> Planner, Oakley City  
>> Phone 435-783-0056  
>> Stephanie@oakleycity.com  
>> Available Mon, Tues, Thurs 8-4:30

>>  
>>  
>>  
>>  
>> -----Original Message-----

>> From: Stephanie Hurt <saamhurt@allwest.net>  
>> Sent: Wednesday, May 3, 2023 5:31 PM  
>> To: Stephanie Woolstenhulme <stephanie@oakleycity.com>  
>> Subject: Re: Comment/questions for May 3 meeting

>>  
>> Just saw your hours. We are on the road tomorrow. If it works out, I'll give you a call then or wait until Monday.  
>> Thanks!

>>  
>> Sent from my iPhone

>>  
>>>> On May 3, 2023, at 5:29 PM, Stephanie Hurt <saamhurt@allwest.net> wrote:

>>>>  
>>>> Hi Stephanie! We won't be able to sign onto the zoom meeting tonight. We will be back in town on Friday. Will you be on the office then?

>>>>  
>>>> Sent from my iPhone

>>>>  
>>>>>> On May 2, 2023, at 12:47 PM, Stephanie Woolstenhulme <stephanie@oakleycity.com> wrote:

>>>>

>>>> Hey Stephanie,

>>>>

>>>> I have brought this to Mr. Williams attention, and we have some ideas. It will be discussed at meeting tomorrow, but if you can't make it, feel free to contact me on Thursday to follow up on this concern.

>>>>

>>>> I appreciate you bring this to my attention. It helps so much in the planning process to know the nuances of a particular property.

>>>>

>>>> Also, I have attached the staff report for the meeting tomorrow night. Just FYI 😊

>>>>

>>>> Stephanie

>>>>

>>>> Stephanie Woolstenhulme

>>>> Planner, Oakley City

>>>> Phone 435-783-0056

>>>> Stephanie@oakleycity.com

>>>> Available Mon, Tues, Thurs 8-4:30

>>>>

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>>>> -----Original Message-----

>>>> From: Stephanie Hurt <saamhurt@allwest.net>

>>>> Sent: Tuesday, April 25, 2023 10:06 AM

>>>> To: Stephanie Woolstenhulme <stephanie@oakleycity.com>

>>>> Subject: Re: Comment/questions for May 3 meeting

>>>>

>>>> Thank you!

>>>>

>>>>

>>>>> On Apr 24, 2023, at 12:03 PM, Stephanie Woolstenhulme <stephanie@oakleycity.com> wrote:

>>>>>

>>>>> <https://www.oakleycity.com/bc-pc/page/planning-commission-meeting-41>

>>>>>

>>>>> Sorry - here is the link for the conceptual.

>>>>>

>>>>> Stephanie Woolstenhulme

>>>>> Planner, Oakley City

>>>>> Phone 435-783-0056

>>>>> Stephanie@oakleycity.com

>>>>> Available Mon, Tues, Thurs 8-4:30

>>>>>

>>>>>

>>>>>

>>>>>

>>>>> -----Original Message-----

>>>>> From: St

## Stephanie Woolstenhulme

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**From:** Paula Dean <pauladean17@gmail.com>  
**Sent:** Sunday, May 14, 2023 11:26 PM  
**To:** Stephanie Woolstenhulme  
**Subject:** Re: River Haven Subdivision

And please let me know when another meeting is happening, hopefully I can come in person.

On Sun, May 14, 2023, 11:24 PM Paula Dean <pauladean17@gmail.com> wrote:

Sorry I missed the last meeting and deadline to comment on this. Just wanted to speak up for protection of the wetlands if it's not too late.

What is the width of the wetland buffer zone where no construction or fill will be allowed? What is allowed in this non-buildable area?

Looking at the plans, seems to me several plotted lots should not be allowed to be built on at all (103, 116, Parcel A). And of course once built out, this whole area will no longer be able to function as a floodplain as it has been in the past, and will no longer be a river haven for wildlife and wetland dwellers, but just another typical subdivision. With such a small percentage of land in Utah considered wetlands, we are very short-sighted to be developing and subdividing parcels containing crucial wetland habitat like this. The smaller isolated patches of wetlands that may be avoided will lose connectivity and function.

Humans expect rivers to stay in one place, like a big ditch, not understanding how they must be dynamic and flood once in awhile to establish new cottonwoods and willows. There should be a flood easement, an acknowledged right and expectation for the river to naturally flood in a big water year, and educate future lot owners about riverine ecology and the invaluable services wetlands and beaver provide. The developer can take photos of the wet conditions during peak flows this year to include in sale information, our memories are often short. Lots 108-113 especially should include specific restrictions on landscaping and building footprint, and info on the valuable wetland engineers that beavers are and the ecosystem services their ponds provide. The future HOA should not ever be called upon to raise the banks of the Weber River, it was here first, before the houses, and has a right to exist naturally. I would prefer to see smaller lots more clustered in the drier places and larger common open space riparian buffers for existing wildlife.

Paula Trater  
Oakley resident  
Frog and Mollusk Advocate