



CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: November 5, 2024
NAME OF PROJECT: Whispering Creek Subdivision
NAME OF APPLICANT: Berg Engineering
OWNER OF RECORD: Cari Lane LLC and Jeremy Clark
AGENDA ITEM: Preliminary Approval
LOCATION OF ITEM: 515 Cari Lane
ZONING DESIGNATION: R-1-15

ITEM: 7

Paul Berg, representative for Cari Lane LLC and Jeremy Clark, has submitted a preliminary application for a large-scale subdivision to be known as Whispering Creek Subdivision. The preliminary plan includes seven lots on 4.54 acres. The property is in the R-1-15 zone at approximately 515 West Cari Lane.

BACKGROUND:

This request is for preliminary approval of a large-scale subdivision on 4.54 acres and will contain seven lots. The seven lots proposed in the subdivision will obtain frontage along a new road built within the subdivision. The property is in the R-1-15 zone and all lots in the subdivision comply with the requirements of the code regarding frontage and

acreage. The proposed subdivision will combine two parcels (OMI-0186-0 and OMI-0550-0) and the Coper Subdivision. The Coper Subdivision is a one lot plat that was recorded 5-31-2017. The plat will need to be vacated before the proposed subdivision may be recorded, which requires approval by the City Council. There is one dwelling on the property that will be on lot 2 in the Whispering Creek Subdivision.

This property was originally proposed for a subdivision in 2020 and was reviewed by both the Planning Commission and the City Council. It was discovered through the review process that some alterations were made by the applicant to the floodplain and wetlands on the property. The City Council continued the item until outstanding issues could be addressed which included restoring the FEMA floodplain and wetlands back to their original condition.

The applicant has submitted several documents that address the restoration of the floodplain and the wetlands on the property (see attached) among other required documents. These include the following:

- Wetlands Disturbance Restoration Letter from Frontier Environmental Consultants
- Whispering Creek Geotechnical Report by Gordon
- Whispering Creek Wetlands Report & Request for Aquatic Resources Restoration
- Whispering Creek Lot 3 Floodplain Study for Proposed Bridge Report
- Stream Alteration Permit for the vehicular bridge to Lot 3 for the sewer later and culinary water lateral
- Army Corps of Engineer approval of the wetlands delineation on the property
- A letter verifying that the FEMA Floodplain has been restored to its original condition

LAND USE SUMMARY:

- 4.54-acre property (per the application)
 - OMI-0186-0 – 1.22 acres
 - OMI-0550-0 – 2.25 acres
 - Coper Subdivision 1.57 acres
- R-1-15 zoning
- Proposal contains seven lots
- Access from Cari Lane
- Sensitive lands are present including floodplain and wetlands
- The lots will connect to the Midway Sanitation District sewer, Midway City's culinary water line, and Midway Irrigation Company's secondary water line

ANALYSIS:

Access – Access will be from Cari Lane. A second access is not required because the cul-de-sac is less than 1,300' in length and there are not more than 11 lots in the subdivision. The new road will create a four-way intersection on Cari Lane and 520 West which accesses the Lodges at Snake Creek.

Geotechnical Study – A Geotechnical Study has been submitted to the City and portions of that study are attached to the preliminary staff report. A copy of the entire report is available in the Planning Office for review.

Sensitive lands – There are wetlands and FEMA floodplain areas in the proposed subdivision area. A wetland map has been submitted to the City along with a wetlands delineation and inventory investigation (please see attached). The code requires a 25' buffer area for any structures and disturbance from any delineated wetlands. The buffer area has been included in the plans. The study has been submitted to the City and to the US Army Corp. of Engineers for their review and approval. The US Army Corp has approved the wetlands delineation (see attached).

The proposal includes FEMA flood zone areas including Zone AE (1% chance annual flood) which requires a 50' setback. The 50' setback has been marked on the plans from Zone AE. No structures may be located in this area, but the setback area may be filled and landscaped. Landscaping is allowed in the FEMA flood area, but nothing is allowed that will modify the FEMA flood zone, this includes not placing rocks or fill of any type in this area that impacts the topography of the floodplain. There is area in the subdivision that is designated Zone X which is area of the 500-year flood (0.2% annual chance flood) and is considered a low-risk area but there is flooding potential. Flood insurance is not federally required but it is recommended in the Zone X area. A note should be placed on the plat that advises future owners of lot 2, 4, and 5 of the potential flood hazards from a 500-year chance flood.

Water Connection – The lots will connect to water lines that will be built by the developer and connect to the City's water lines along Cari Lane.

Sewer Connection – The lots will connect to Midway Sanitation District's sewer lines located in the area. There is a sewer lateral that crosses the property from the home at 465 West Cari Lane. The proposed plan is to reroute the lateral to the new sewer main that will be built under the new road in the subdivision. The location of the lateral will be required to be shown on the plat.

Secondary Water Connection – The lots will connect to Midway Irrigation Company's secondary water system which is already servicing the property. Laterals will be created for all seven lots. Secondary water meters are required for each lateral.

Trails – There are no planned trails on the Trail System Master Plan in the proposal area. 5’ sidewalks will be included on both sides of the proposed street and around the cul-de-sac.

Public Street – The developer will build the proposed road that will create access and frontage for the development. The right-of-way will be 56’ wide except where it will extend at the bulb of the cul-de-sac to 90’. The street will be 26’, with modified curb, 8’ park strips, and 5’ sidewalks.

Open Space – Because the property is less than six acres there is not an open space requirement. The proposed plan does include common area on both sides of the road that will be built to access the subdivision where it connects with Cari Lane. A Homeowners’ Association will need to be created to manage the common area.

100’ Setback Requirement – The subdivision code requires a 100’ setback from the edge of the right-of-way from Cari Lane for any structures. The setback line will be noted on the plat so no structures, including accessory structures, are placed in this area.

Lot 3 Access – The driveway for lot 3 will cross Snake Creek and a Stream Alteration Permit and a Zero Rise Analysis is required for the crossing. The developer must build the crossing to lot 3 as part of the subdivision infrastructure.

Existing Dwelling – The existing dwelling that will be located on Lot 2 is nonconforming to the current code regarding the 50’ setback required from the AE floodplain. If the dwelling is demolished, the new structure will need to comply with the required 50’ setback from the floodplain as shown on the plat. If an addition is added to the existing dwelling, the new addition must comply with the 50’ setback from the floodplain as shown on the plat.

PLANNING COMMISSION RECOMMENDATION:

Motion: Commissioner Lineback: I make a motion that we recommend approval for a preliminary application for a large-scale subdivision to be known as Whispering Creek Subdivision. The preliminary plan includes seven lots on 4.54 acres. The property is in the R-1-15 zone at approximately 515 West Cari Lane. We accept the findings in the staff report and we accept the listed conditions except for number 5 which has already been met.

Seconded: Commissioner Nokes

Commissioner Ream: Any discussion on the motion?

Commissioner Ream: All in favor.

Ayes: Commissioners: Wardle, Lineback, Nokes, Osborne, Miles

Nays: None

Motion: Passed

WATER BOARD RECOMMENDATION:

The Water Board has recommended that 6.8-acre feet are tendered to the City before the recording of the plat based on the formula below. The Water Board also recommended secondary water meters are installed on each lot.

- 4.54-acre parcel (197,762 sq. ft.)
 - Irrigated area
 - Lots – 162,231 sq. ft. (3.72 acres)
 - Park strip – 8,276 sq. ft. (0.19 acres)
 - Common area – 5,896 sq. ft. (0.14 acres)
 - Impervious area for lots
 - 56,000 sq. ft. (7 x 8,000)
 - Total irrigated acreage
 - $2.76 \times 3 = 8.28$ -acre feet
- 7 culinary connections
 - 5.6-acre feet (7 x .8)
- Credits
 - Coper – 6 acre feet
 - Existing dwelling – 1.5 acre feet
- 13.9 acre feet requirement

- 6.4 acre feet ($13.9 - 6 - 1.5 = 6.4$)

POSSIBLE FINDINGS:

- The proposal does meet the intent of the General Plan for the R-1-15 zone
- The proposal does comply with the land use requirements of the R-1-15 zone
- Sensitive lands on the property and setbacks will be included on the plat along with notes informing future lot owners of any risk
- The City has received approval of the wetlands study by the Army Corps of Engineers
- A stream alteration permit is required for the driveway crossing on lot 3

ALTERNATIVE ACTIONS:

1. Approval (conditional). This action may be taken if the City Council finds that conditions placed on the approval can resolve any outstanding issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s)

2. Continuance. This action may be taken if the City Council finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again

3. Denial. This action may be taken if the City Council that the request does not meet the intent of the ordinance.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial

PROPOSED CONDITIONS:

1. A note shall be placed on the plat that advises future owners of lots 2, 4 and 5 of the potential flood hazards from a 500-year flood.
2. The developer must build the driveway crossing in lot 3 as part of the subdivision infrastructure.
3. The plans must be updated to show the common area that borders Cari Lane in the plan submittal for final approval.
4. An advisory notice must be recorded on Lots 2, 3, and 4 regarding the AE floodplain on the lots. The document will explain the limitations of what is allowed in the floodplain. The document will have language similar to the following: *Landscaping is allowed in the FEMA AE flood area which includes planting grass, plants, and trees, but nothing is allowed that will modify the FEMA flood zone, this includes not grading or placing rocks or fill of any type in this area that impacts the topography of the floodplain.*

Midway City Corporation

Mayor: Celeste T. Johnson
City Council Members
Lisa Orme • Jeffery Drury
J.C. Simonsen • Steve Dougherty
Kevin Payne



75 North 100 West
P.O. Box 277
Midway, Utah 84049
Phone: 435-654-3223
Fax: 435-654-4120
midwaycityut.org

March 12, 2024

Michael Henke
Midway City Planner
75 North 100 West
Midway, Utah 84049
(sent via E-mail)

Subject: Whispering Creek Estates – Preliminary Review

Dear Michael:

We recently reviewed the Whispering Creek Estates for Preliminary Review. The proposed subdivision is located at approximately 515 West Cari Lane. The proposed subdivision consists of 7 lots. The following items should be addressed.

General Comments

- The roads, culinary water, pressurized irrigation system, and storm drain systems within this development will be public infrastructure and maintained by Midway City.
- All red-line comments should be addressed before final submittal.

Water

- The proposed development will be served from the Cottages on the Green pressure zone.
- The water line will connect to the existing 12” water line in Cari Lane.

Roads

- The proposed road within the development will be a 56’ public right-of-way, with a cul-de-sac at the south end of the development.
- The bridge for lot three should be bonded for and installed by the developer.

Trails:

- There are no proposed trails located within the subdivision. There will be a five-foot sidewalk on each side of the proposed road.

Storm Drain

- The storm water within the proposed development will be collected and retained onsite with catch basins and a retention basin.

Sensitive Lands

- The development contains flood plan and wetlands.

Our vision for the City of Midway is to be a place where citizens, businesses and civic leaders are partners in building a city that is family-oriented, aesthetically pleasing, safe, walkable and visitor friendly. A community that proudly enhances its small-town Swiss character and natural environment, as well as remaining fiscally responsible.

- A wetland delineation has been submitted to the Army Corp. The Corp should accept the delineation prior to approval.
- The 25 foot setbacks shall be maintain around all delineated wet lands as approved by the Corp.
- The 50' setbacks shall be maintained around all FEMA flood Zones.

Please feel free to call our office with any questions.

Sincerely,



Wesley Johnson, P.E.
Midway City Engineer

cc: Berg Engineering (Sent by Email)

Midway City Corporation

Mayor: Celeste T. Johnson
City Council Members
Lisa Christen • Jeffery Drury
J.C. Simonsen • Steve Dougherty
Kevin Payne



75 North 100 West
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Midway, Utah 84049
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midwaycityut.org

Whispering Creek Subdivision Preliminary Approval

February 4, 2024

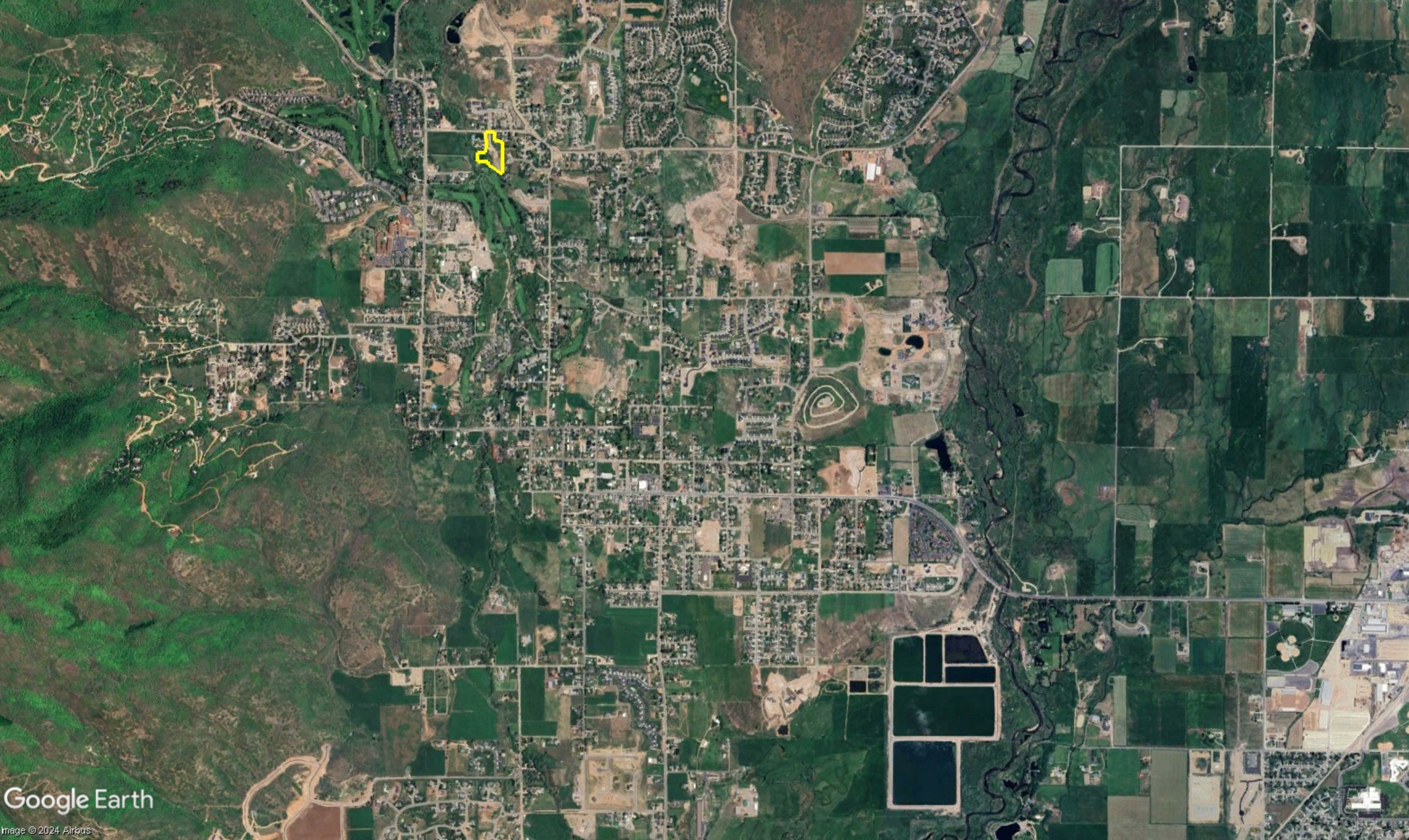
Michael Henke Midway City Planning Director,

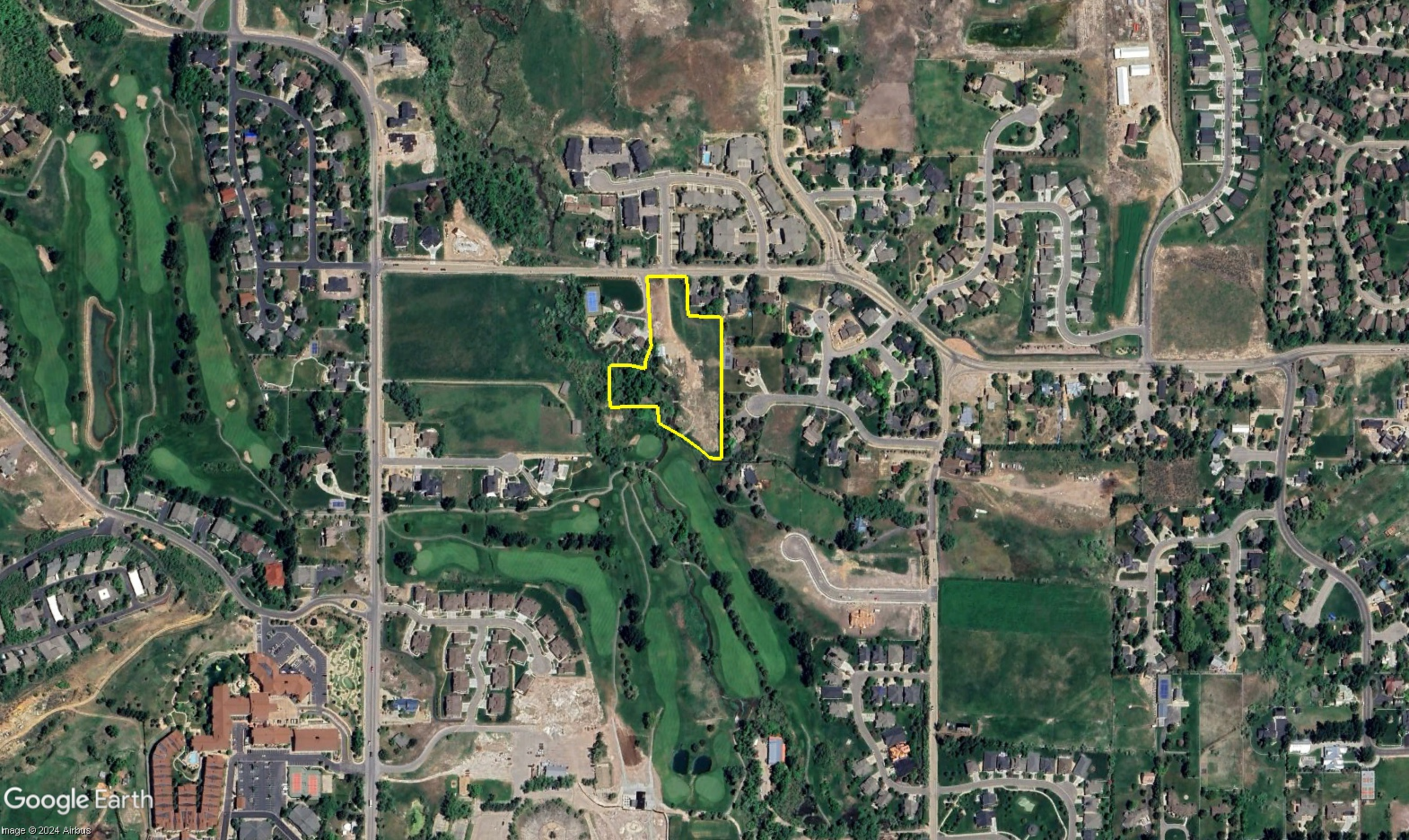
I have reviewed the plans for Whispering Creek Subdivision for compliance with the 2021 International Fire Code (2021 IFC). I have no fire code concerns with these preliminary plans that have already been approved by the Midway City Planning Commission and are now awaiting preliminary approval from the Midway City Council.

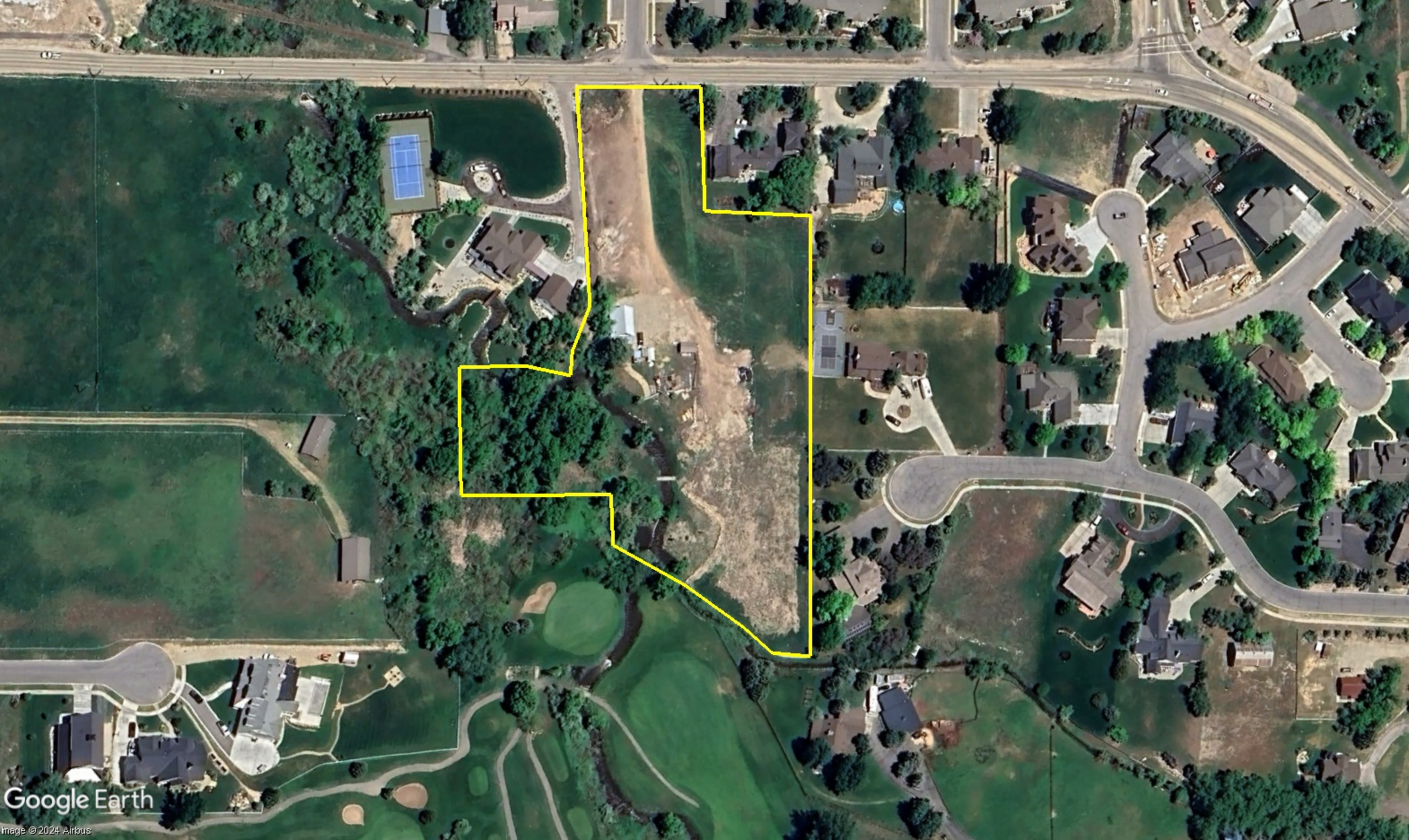
I will perform a final approval fire review of the Whispering Creek Subdivision plans prior to final approval.



Tex R. Couch CBO/MCP
Midway City Building Official/Fire Marshal
75 West 100 North
Midway, Utah 84049
tcouch@midwaycityut.org
(435)654-3223 Ext. 107







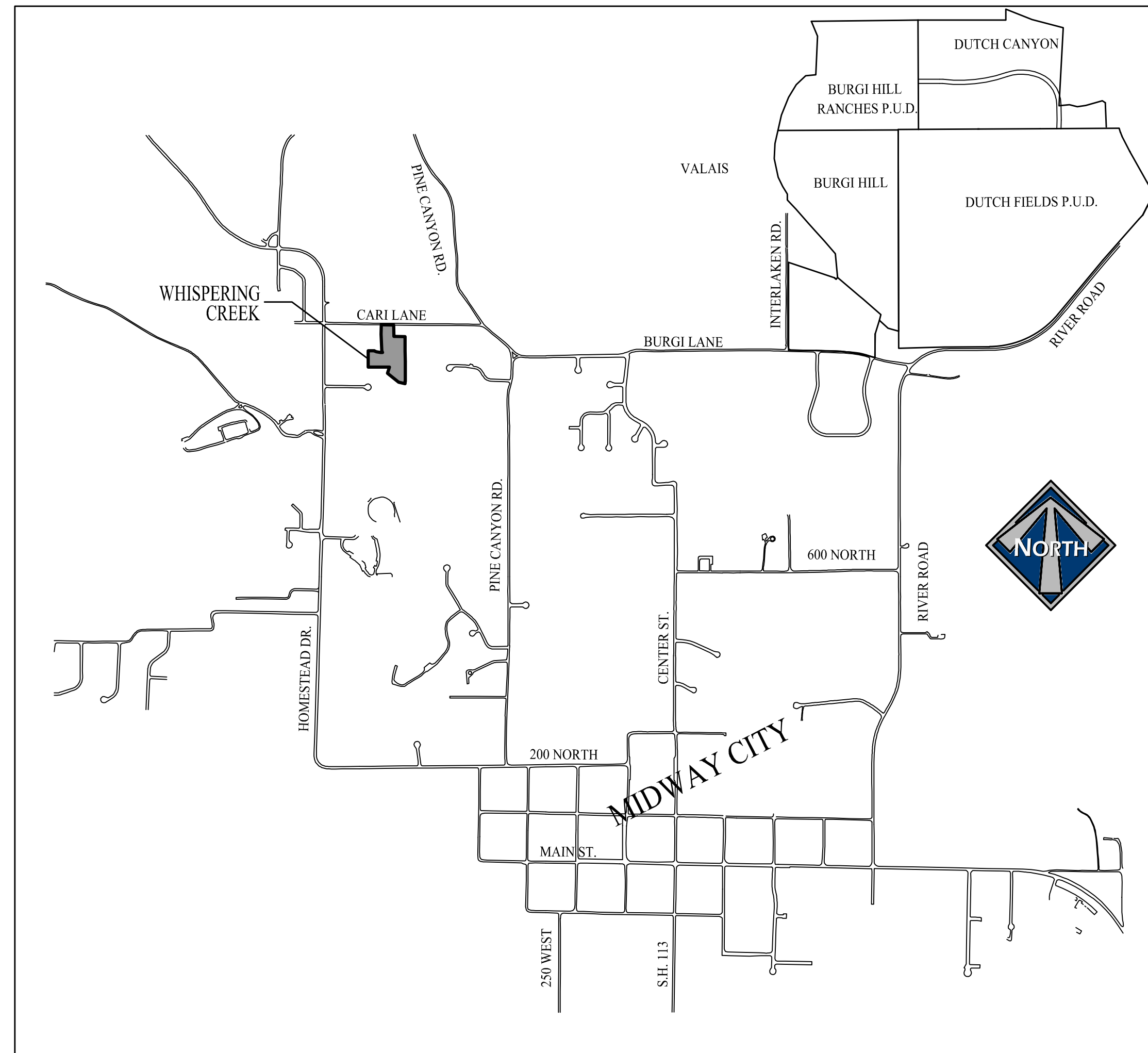
WHISPERING CREEK

PRELIMINARY PLAN

SHEET INDEX

- C01. EXISTING CONDITIONS/SENSITIVE LANDS MAP
- C02. SITE PLAN
- C03. UTILITY PLAN
- C04. STORM DRAIN PLAN

- L01. LANDSCAPE PLAN



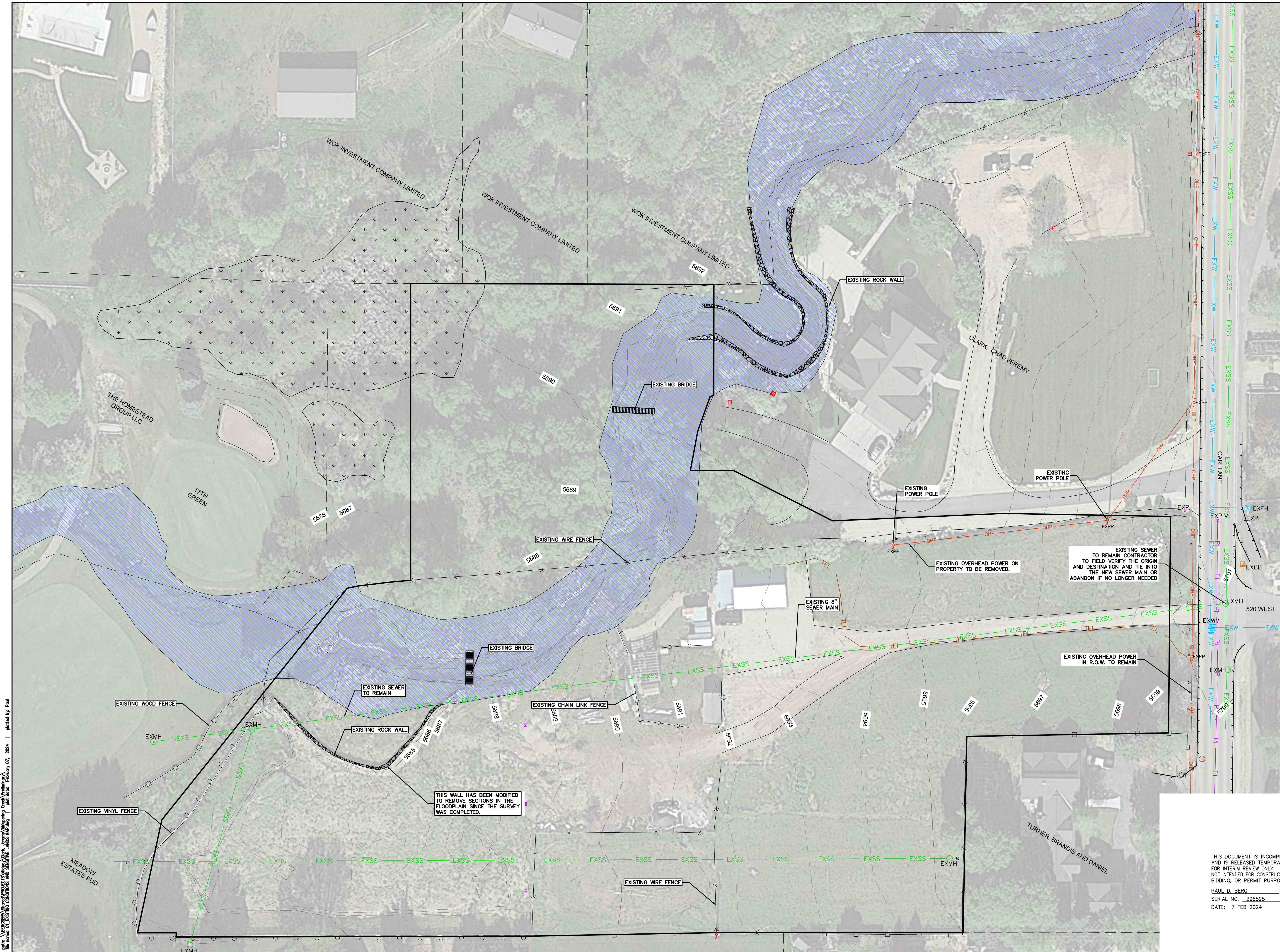
VICINITY MAP

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 PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 7 FEB 2024

JEREMY CLARK WHISPERING CREEK		
COVER		
 BERG ENGINEERING 380 E Main St. Suite 204 Midway, Ut 84049 ph 435.657.9749		
DESIGN BY: PDB	DATE: 7 FEB 2024	SHEET
DRAWN BY: DEJ	REV:	0

WHISPERING CREEK - PRELIMINARY PLAN - 7 FEBRUARY 2024



LEGEND

	FEMA FLOODPLAIN
	WETLANDS
	EXPI EXISTING PRESSURIZED IRRIGATION
	EXW EXISTING WATER
	EXSS EXISTING SEWER
	EXSD EXISTING STORM DRAIN
	EXP EXISTING OVERHEAD POWER
	TEL EXISTING TELEPHONE LINE
	EXFH EXISTING FIRE HYDRANT
	EXCL EXISTING CHAIN LINK FENCE
	EXVF EXISTING VINYL FENCE
	EXWF EXISTING WIRE FENCE
	EXWD EXISTING WOOD FENCE

PREVIOUS WETLANDS DISTURBANCES NEAR THE SNAKE CREEK CHANNEL HAVE BEEN CORRECTED. PLEASE SEE THE LETTER FROM FRONTIER CORPORATION ENVIRONMENTAL CONSULTANTS FOR MORE INFORMATION.

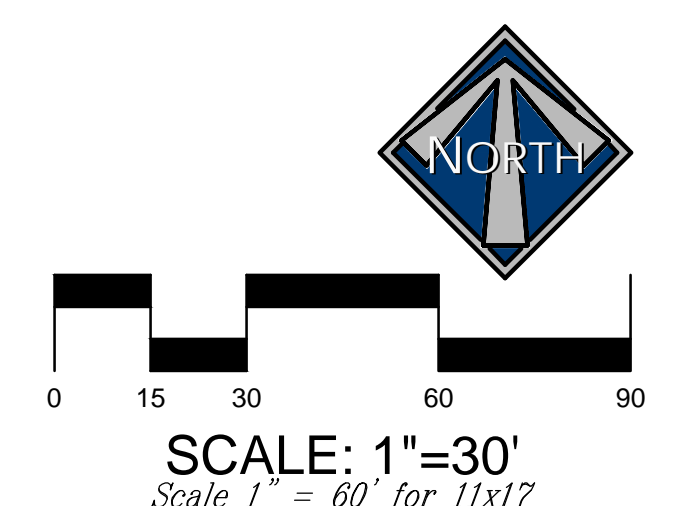
BLUE STAKE NOTE:
 • LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

EXISTING SEWER TO REMAIN CONTRACTOR TO FIELD VERIFY THE ORIGIN AND DESTINATION AND TIE INTO THE NEW SEWER MAIN OR ABANDON IF NO LONGER NEEDED

EXISTING OVERHEAD POWER ON PROPERTY TO BE REMOVED.

EXISTING OVERHEAD POWER IN R.O.W. TO REMAIN

THIS WALL HAS BEEN MODIFIED TO REMOVE SECTIONS IN THE FLOODPLAIN SINCE THE SURVEY WAS COMPLETED.



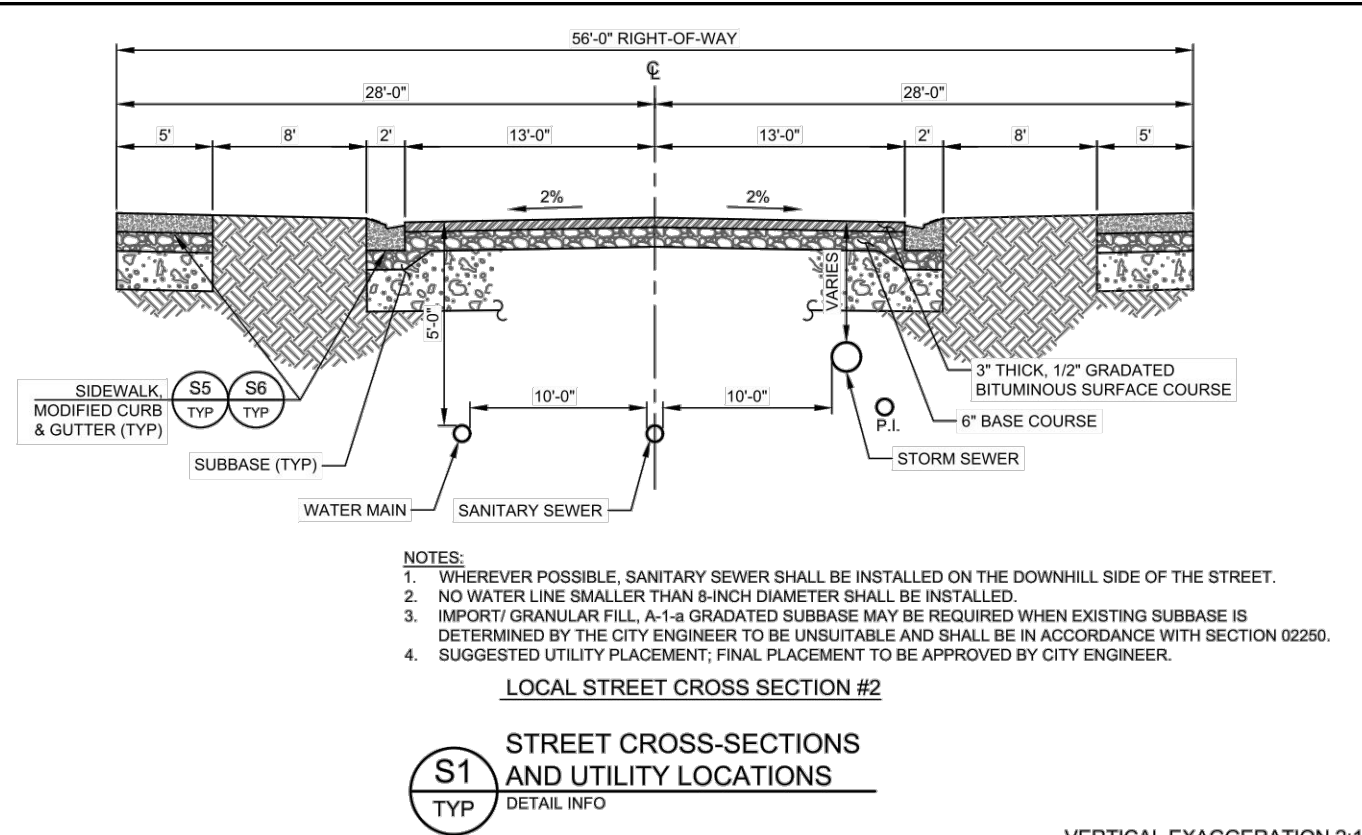
JEREMY CLARK
 WHISPERING CREEK
 EXISTING CONDITIONS AND SENSITIVE LANDS MAP



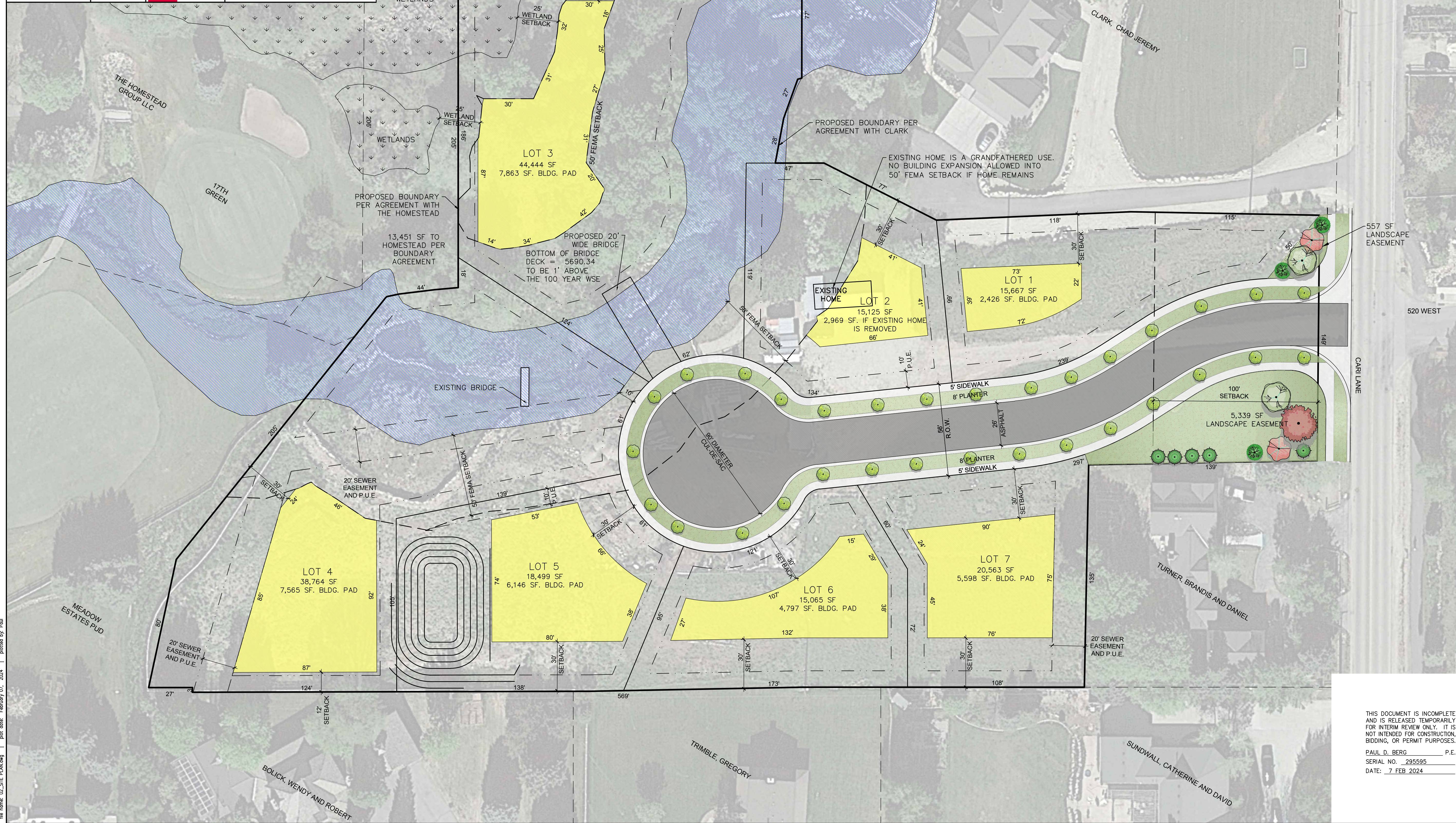
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 DRAWN BY: DEJ REV:

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 PAUL D. BERG P.E.
 SERIAL NO. 295595
 DATE: 7 FEB 2024

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HORROCKS ENGINEERS JULY 2022
 MIDWAY CITY STANDARD DRAWING
 STREETS - 1



LEGEND

- FEMA FLOODPLAIN
- WETLANDS
- BUILDING PAD
- SETBACKS
- P.U.E.

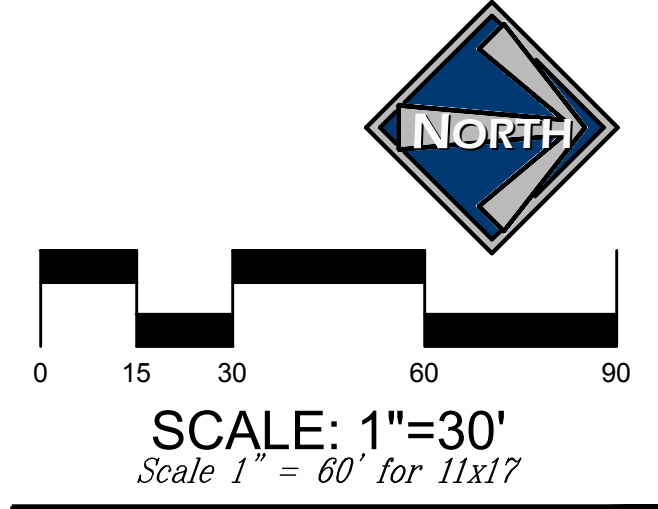
LAND USE SUMMARY

TOTAL AREA	4.54 AC
ZONE	R-1-15
MIN. LOT SIZE	15,000 SF
MIN. LOT WIDTH	100'
SETBACKS	
FRONT	30'
REAR	30'
SIDE	12'
# OF LOTS	7

SUBDIVISION NOTES:

- PARCELS 06-1817, 20-0483 AND THE COSPER SUBDIVISION ARE INCLUDED IN THIS SUBDIVISION.
- THE COSPER SUBDIVISION WILL BE VACATED AS PART OF THIS SUBDIVISION PLAN.
- OPEN SPACE IS NOT REQUIRED SINCE THIS SUBDIVISION IS LESS THAN 6 ACRES.

BRIDGE NOTE:
 PLEASE SEE THE STUDY COMPLETED BY RIMROCK ENGINEERING FOR DETAILS REGARDING THE FEMA FLOODPLAIN AND ELEVATIONS NEEDED FOR THE BRIDGE TO LOT 3.



**JEREMY CLARK
 WHISPERING CREEK**

SITE PLAN

BERG ENGINEERING
 380 E Main St. Suite 204
 Midway, UT 84049
 ph 435.657.9749

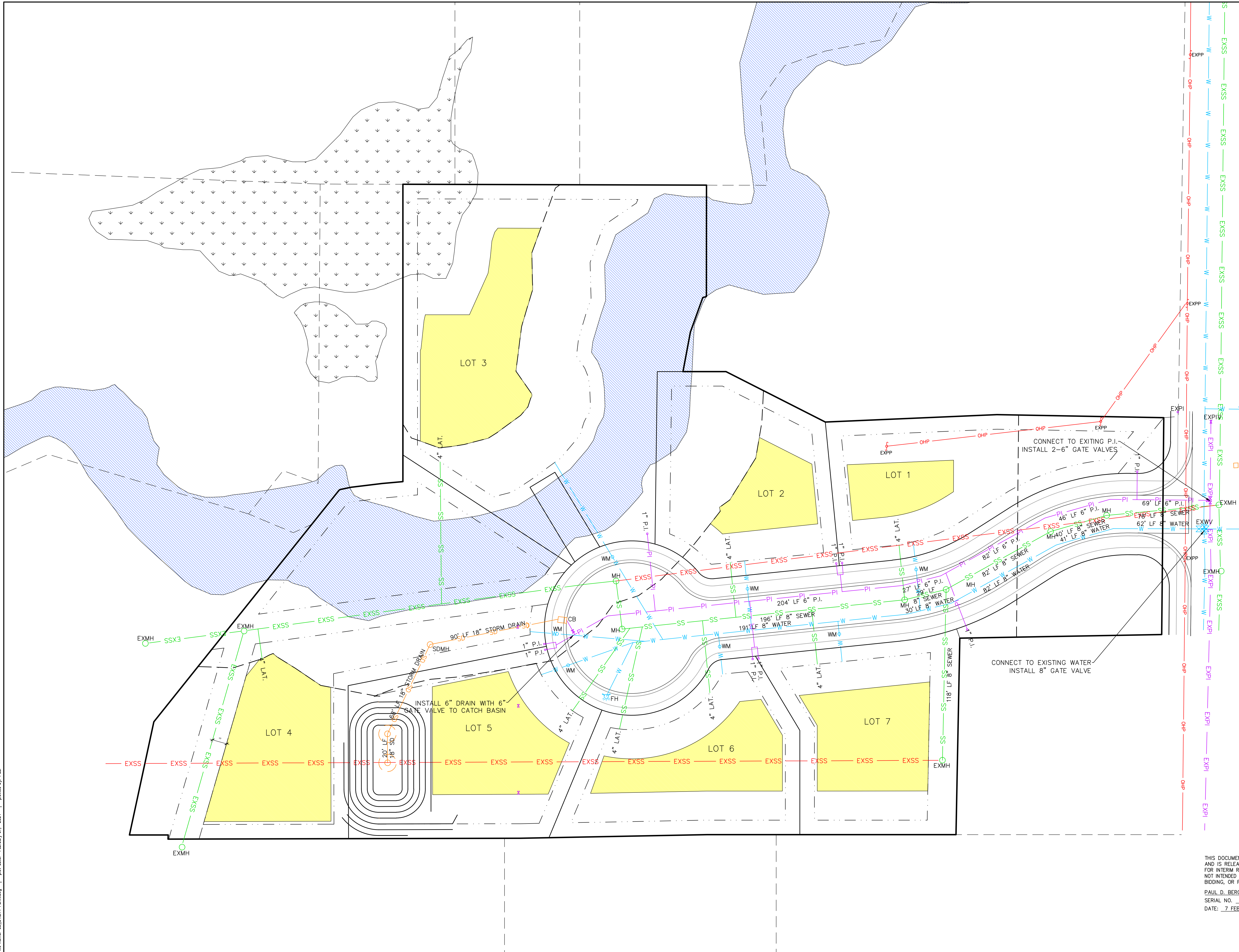
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 DATE: 7 FEB 2024

with UNIVERSITY OF UTAH PROJECTS (Utah Valley) and MOUNTAIN STATES CONSULTING ENGINEERS (Utah Valley) provided by Berg Engineering, Inc. 620 SITE PLAN, February 07, 2024.

path: \\BERG\SSA\Projects\Whispering Creek\Drawings\Utility\Utility Plan.dwg | plot date: February 02, 2024 | plotted by: Paul



LEGEND

	FEMA FLOODPLAIN
	WETLANDS
	BUILDING PAD
	SETBACKS
	PUBLIC UTILITY EASEMENT (P.U.E.)
	EXISTING PRESSURIZED IRRIGATION
	EXISTING WATER
	EXISTING SEWER
	EXISTING SEWER TO BE REMOVED
	EXISTING STORM DRAIN
	EXISTING OVERHEAD POWER
	PROPOSED 6" PRESSURIZED IRRIGATION
	PROPOSED 8" WATER
	PROPOSED 8" SEWER
	PROPOSED 18" STORM DRAIN
	PROPOSED 1" WATER METER
	PROPOSED FIRE HYDRANT

BLUE STAKE NOTE:

- LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

SEWER NOTES:

- ALL SEWER IMPROVEMENTS SHALL MEET MIDWAY SANITATION DISTRICT STANDARDS & SPECIFICATIONS.

WATER NOTES:

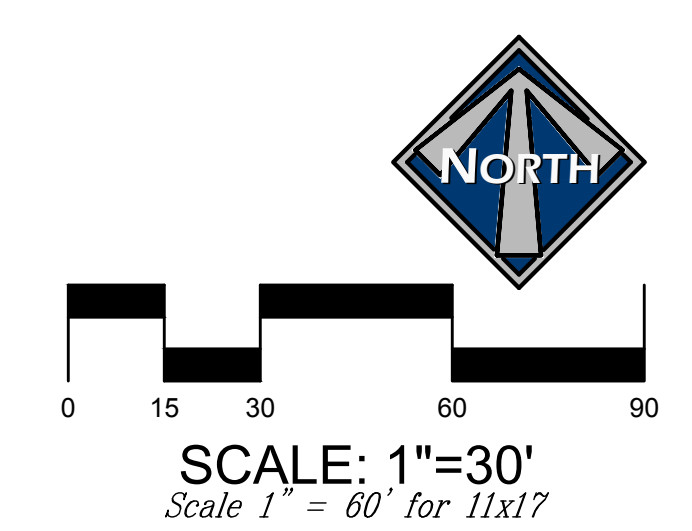
- ALL WATER IMPROVEMENTS SHALL MEET MIDWAY CITY STANDARDS AND SPECIFICATIONS.
- ALL LOTS WILL HAVE A 1" WATER SERVICE.

PRESSURIZED IRRIGATION NOTES:

- ALL PRESSURIZED IRRIGATION IMPROVEMENTS SHALL MEET MIDWAY IRRIGATION COMPANY STANDARDS & SPECIFICATIONS.
- ALL PRESSURIZED IRRIGATION MAIN SHALL BE C-900 DR-18 PURPLE PIPE.

STORM DRAIN NOTES:

- ALL STORM DRAIN CONSTRUCTION TO MEET MIDWAY CITY STANDARDS.



JEREMY CLARK
WHISPERING CREEK

UTILITY PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB DATE: 7 FEB 2024 SHEET 3
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**Whispering Creek
Storm Drain Runoff Calculations**

February 7, 2024

Runoff from the road and lots adjacent to the road will be collected in the retention pond.
A percolation rate of 4.0 inches per hour assumed for silty sand (SM).
A 6' sump has a total volume of 587 cf.
A 6' sump has a percolation rate of 0.035 cfs with a percolation rate of 4.0 inches / hour.

Table 1 - Runoff Coefficient

Drainage Area	Total Collected Area (acres)	C = 0.95 Building Pads (acres)	C = 0.90 Streets and Sidewalks (acres)	C = 0.20 Landscaped Areas (acres)	Composite Runoff Coefficient
A	2.33	0.39	0.50	1.44	0.48

Table 2 - 100 Year Storm Peak Runoff and Volume

Time Period (min)	Rainfall Intensity (in/hr)	Area (acres)	Developed Runoff Coefficient	Peak Runoff Rate (cfs)	Total Runoff Volume (cf)
15	4.08	2.33	0.48	4.52	4,070
30	2.76	2.33	0.48	3.06	5,507
60	1.71	2.33	0.48	1.90	8,824
120	0.96	2.33	0.48	1.06	7,662
180	0.65	2.33	0.48	0.72	7,782
360	0.35	2.33	0.48	0.39	8,380
720	0.21	2.33	0.48	0.23	10,056
1440	0.13	2.33	0.48	0.14	12,451

Table 3 - Retention Pond Design

Time Period (min)	Total Runoff Volume (cf)	Soil Percolation Rate (inch/hour)	2 - 6' Sump Volume (cf)	Percolation from Sump (cf)	Storage Needed in Pond (cf)
15	4,070	3.0	1,174	63	2,833
30	5,507	3.0	1,174	126	4,207
60	6,824	3.0	1,174	252	5,398
120	7,662	3.0	1,174	504	5,984
180	7,782	3.0	1,174	756	5,852
360	8,380	3.0	1,174	1,512	5,694
720	10,056	3.0	1,174	3,024	5,858
1440	12,451	3.0	1,174	6,048	5,229

Table 4 - Retention Pond Storage Volume

Elevation	Pond Depth (ft)	Pond Area (sf)	Pond Volume (cf)
83	0.00	0	0
84	1.00	946	479
85	2.00	1,513	1,709
86	3.00	2,180	3,555
87	4.00	2,948	6,119
88	5.00	3,817	9,502

contains the 100 year storm 1' of freeboard

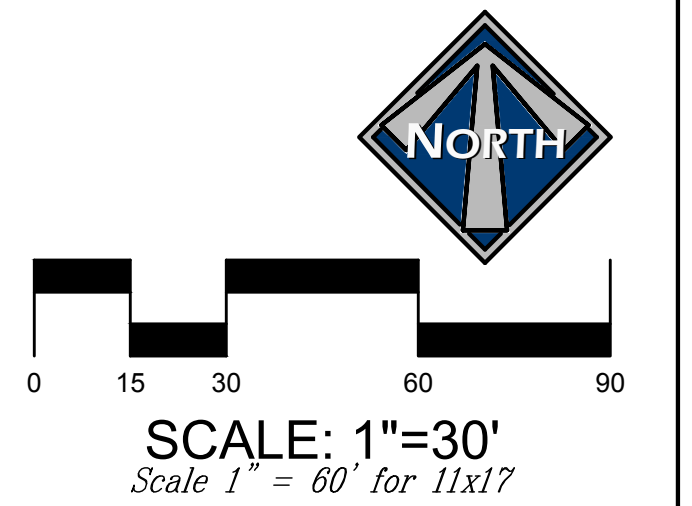
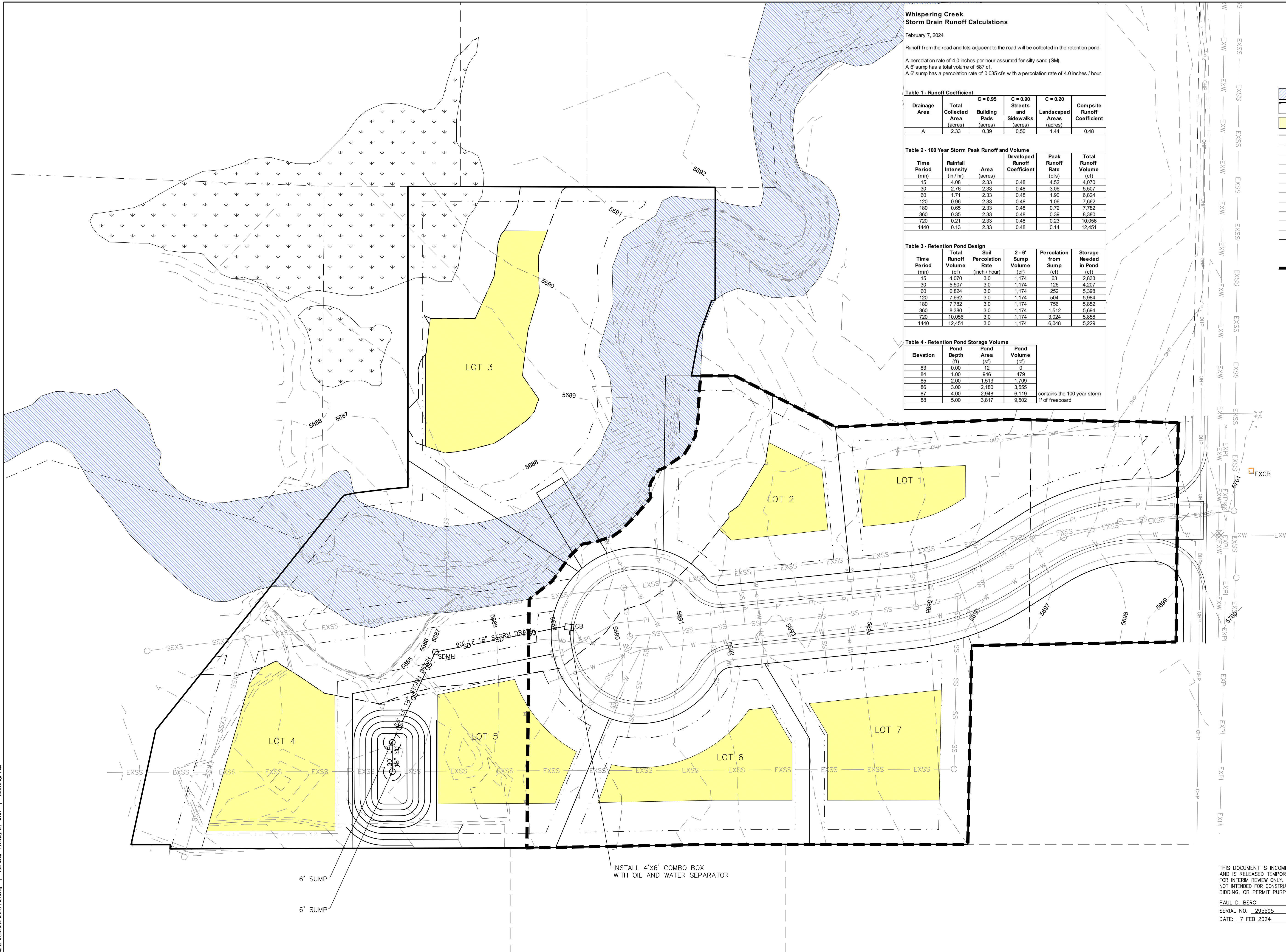
- LEGEND**
- FEMA FLOODPLAIN
 - WETLANDS
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 - PUBLIC UTILITY EASEMENT (P.U.E.)
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 - PROPOSED WATER METER
 - PROPOSED FIRE HYDRANT
 - STORM DRAIN AREA

BLUE STAKE NOTE:

- LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

STORM DRAIN NOTES:

- ALL STORM DRAIN CONSTRUCTION TO MEET MIDWAY CITY STANDARDS.



JEREMY CLARK
WHISPERING CREEK

STORM DRAIN PLAN

BERG ENGINEERING
380 E Main St. Suite 204
Midway, Ut 84049
ph 435.657.9749

DESIGN BY: PDB DATE: 7 FEB 2024 SHEET 4
DRAWN BY: DEJ REV:

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 plot date: February 07, 2024
 printed by: Paul

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PAUL D. BERG P.E.
SERIAL NO. 295595
DATE: 7 FEB 2024



LEGEND

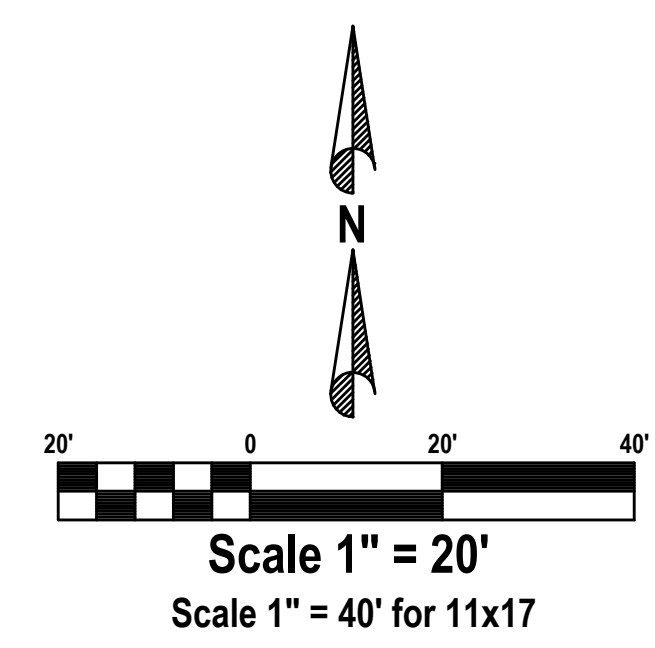
	FEMA FLOODPLAIN
	WETLANDS
	BUILDING PAD
	SETBACKS
	P.U.E.

LANDSCAPE NOTES PER MIDWAY CITY CODE:

- DECIDUOUS TREES MUST BE 2" CALIPER AT TIME OF INSTALL.
- CONIFEROUS TREES MUST BE MINIMUM OF 6' AT TIME OF INSTALL.

PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE
TREES						
	1	<i>Acer freemanii</i> 'Autumn Blaze'	Autumn Blaze Maple	B&B	2"	Cal
	31	<i>Fagus sylvatica</i> 'Fastigiata'	Columnar Green Beech	B&B	2"	Cal
	2	<i>Malus x</i> 'Spring Snow'	Spring Snow Crab Apple	B&B	2"	Cal
	2	<i>Prunus virginiana</i> 'Canada Red'	Canada Red Chokecherry	B&B	2"	Cal
EVERGREEN TREES						
	3	<i>Abies lasiocarpa</i> 'Glauca Compacta'	Subalpine Fir	B&B		8-10'
	5	<i>Pinus flexilis</i> 'Vanderwolf's Pyramid'	Vanderwolf's Pyramid Pine	B&B		6'
GROUND COVERS						
	14,390 sf	<i>Poa pratensis</i>	Kentucky Bluegrass	sod		



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BRYAN M. NICHOLAS, P.L.A.
SERIAL NO. 12902936-5301
DATE: 7 FEB 2024

**JEREMY CLARK
WHISPERING CREEK**

LANDSCAPE PLAN

380 E Main St, Suite 204
Midway, UT 84049 ph. (801) 723-2000

DESIGN BY: PDB DATE: 7 FEB 2024
DRAWN BY: DAA REV: 00

SHEET **L01**



November 17, 2023

Hollis Jencks, Project Manager
U.S. Army Corps of Engineers
Utah Regulatory Office
533 West 2600 South, Suite 150
Bountiful, Utah 84010

RE: Cari Lane Fill Removal and Wetlands Restoration Project As-Built Report
Midway, Wasatch County, Utah
USACE Project Number: SPK-2020-0040
EPA Docket Number CWA-08-2022-0004

Dear Mr. Jencks:

The purpose of this letter report is to provide as-built documentation for the Cari Lane Fill Removal and Wetlands Restoration Project located in Midway, Wasatch County, Utah (Figure 1). The restoration plan was implemented in accordance with the U.S. Environmental Protection Agency's (EPA) administrative order for compliance on consent (AOC) to wetlands and other waters of the United States caused by unpermitted discharges of dredged or fill material at Section 27, Township 3 South, Range 4 East on property owned by Jeremy Clark and Cari Lane, LLC (Figure 2). Additionally, the restoration plan was implemented following U.S. Army Corps of Engineers (USACE) nationwide permit (NWP 32) for enforcement actions issued by your office dated August 21, 2023.

The restoration project entails the removal of fill from and alleged wetland area and back filling of a pond that was excavated in an alleged wetland area that borders Snake Creek. The fill removal and wetlands restoration was done following the EPA- and USACE-approved "Fill Removal and Wetland Restoration Plan for the matter of Jeremy Clark and Cari Lane LLC," dated January 30, 2023, prepared by Frontier Corporation USA (Frontier).

Frontier was on-site in September 2023 to provide guidance for the installation of best management practices, removal of fill from designated areas, back-filling of an excavated pond, recontouring of restored wetland areas, and application or revegetation seed mixes. Figure 3 shows an as-built restoration map showing photo points locations for the attached photolog that documents the restoration work. On September 15, in accordance with the agency approved restoration plan, approximately 0.09 acres of fill was removed from the designated wetlands restoration area and 0.02 acres of excavated pond was backfilled after the removal of the rock embankment to restore a total of approximately 0.11 acres of wetlands. A wetland seed mix and a separate upland seed mix were applied on September 26 using a hydroseed method to revegetate the restored wetlands and adjacent upland areas that were temporarily disturbed during the restoration work. Copies of the wetland and upland revegetation seed mixes are attached with this report for reference.

Frontier Corporation USA
221 N. Gateway Drive, Suite B
Providence, Utah 84332
(435) 753-9502

Hollis Jencks
U.S. Army Corps of Engineers
November 17, 2023
Page 2 of 2

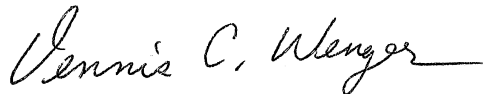
The restoration construction work and reseeded has been implemented in accordance with the restoration plan. The attached photo log shows the restoration work in progress; it shows final grading of the two restored wetland areas, and it shows the site after the hydroseeding was completed.

Post-construction performance monitoring to track the success of the wetlands restoration work will begin in the late-spring/early-summer of 2024.

Please feel free to contact me at dwenger@frontiercorp.net if you have any questions about this as-built report for the Cari Lane Fill Removal and Wetlands Restoration Project

Sincerely,

Frontier Corporation USA



Dennis C. Wenger
Senior Wetlands Ecologist
Principal

CC:

Rebecca Little Owl – EPA
Jeremy Clark – Cari Lane, LLC

Attachments:

Figure 1. Site Vicinity Map – 1:100,000 scale USGS topo
Figure 2. Project Area Location Map – 1:24,000 scale USGS topo
Figure 3. As-Built Map – 1 inch = 60 feet scale aerial overlay
Wetlands revegetation seed mix
Uplands revegetation seed mix
As-Built Photo log dated September 15 and 26, 2023

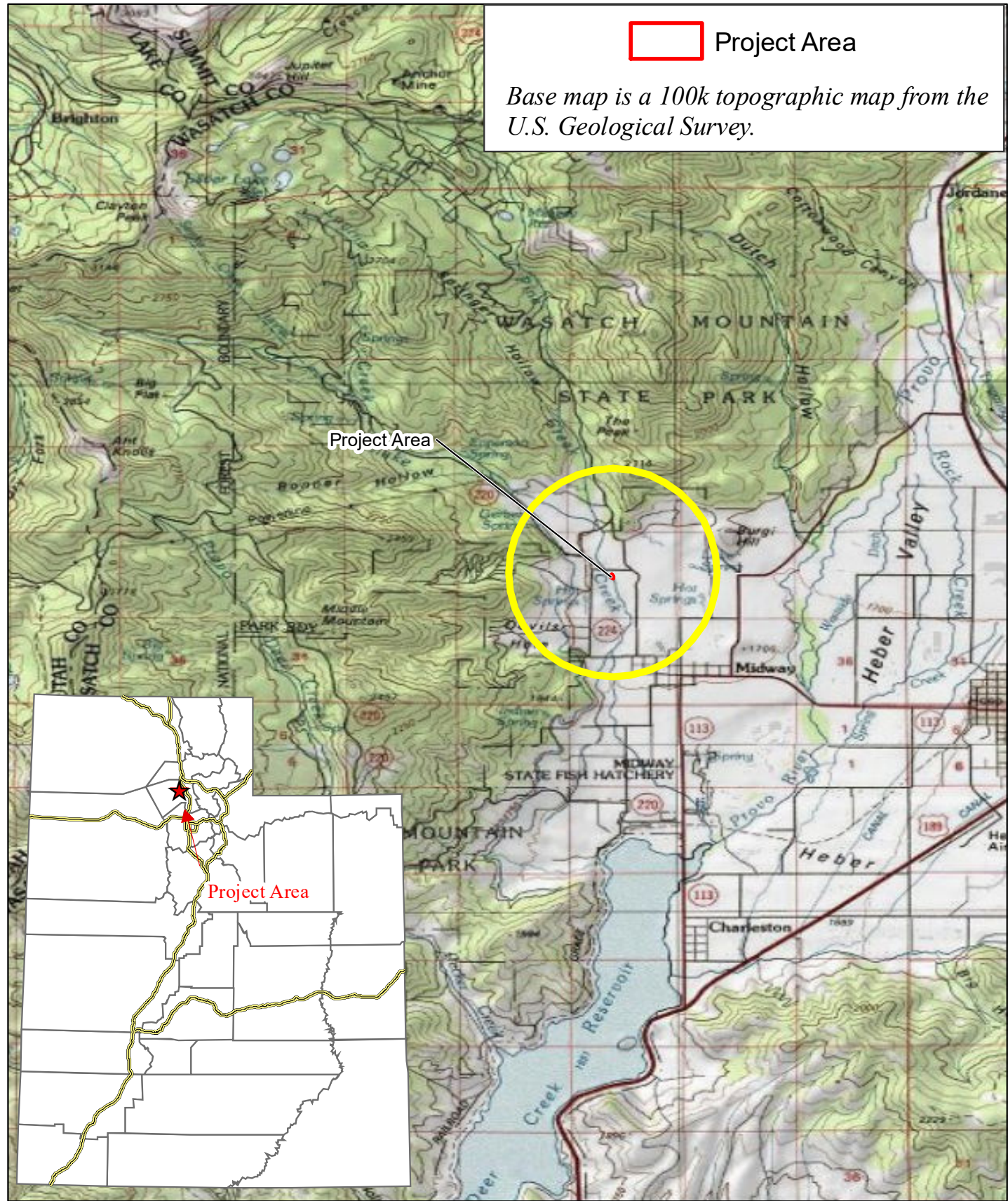
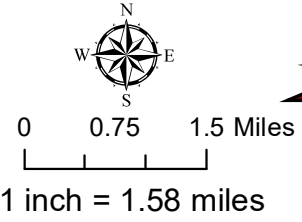


Figure 1: Site Vicinity Map
1:100,000 Scale Topographic Base
 Cari Lane Fill Removal and Wetlands Restoration As-Built
 Midway, Wasatch County, UT
 SPK-2020-00404
 Map Date: 11/17/2023



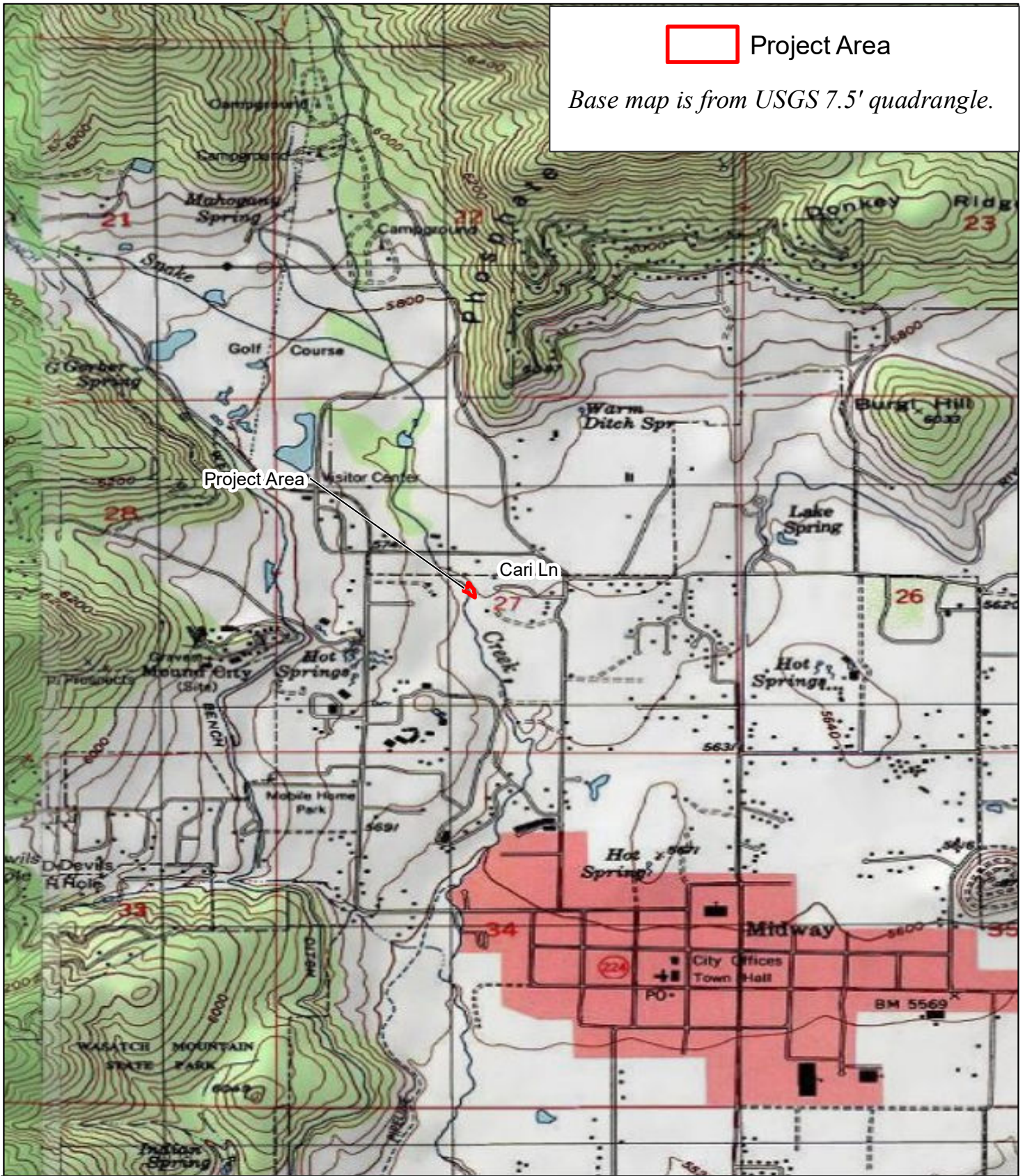


Figure 2: Project Area Location Map
1:24,000 Scale Topographic Base
 Cari Lane Fill Removal and Wetlands Restoration As-Built
 Midway, Wasatch County, UT

SPK-2020-00404
 Map Date: 11/17/23



0 0.175 0.35 Miles



1 inch = 0.38 miles

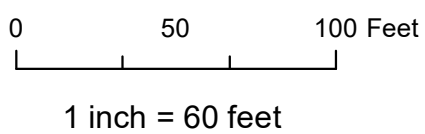


FRONTIER CORPORATION USA
 Environmental Consultants
 221 N. Gateway Drive Suite B
 Providence UT, 84332
 (435) 753-9502



Figure 3: As-Built Map

Cari Lane Fill Removal and Wetland Restoration As-Built
 Midway, Wasatch County, UT
 SPK-2020-00404
 Map Date: November 17, 2023
 Map Preparer: J. Eddings





INVOICE

Invoice Date:
05-Sep-23

Invoice Number: **1-74434**
(please show this invoice number on all payments)

1697 West 2100 North
Lehi, Utah 84043
Toll Free (800) 992-5040
Fax (801) 768-3967

Project: Wetlands Restoration - Wetland Mix

Sold To:
Jeremy Clark
PO Box 195
Midway, UT
84049

Ship To:
Jeremy Clark
535 Cari Lane
Midway, UT
84049

Terms:	Customer P.O.:	Ordered By: Jeremy Clark	Phone Number: 719-330-7854	Customer Number: GS237753
Shipper: UPS	Freight: Prepaid/Collect Prepaid	FOB: Origin	Sales Rep: Jason Stettler	Date Shipped: 05-Sep-23

Quantity Shipped						
Pricing	PLS	Bulk	Description	Variety	Price	Total
*** MIX # 249821 Wetland Mix ***						
PLS #	0.02	0.02	Juncus balticus Rush, Baltic	VNS		
PLS #	0.02	0.02	Juncus torreyi Torrey's rush	VNS		
PLS #	0.06	0.06	Astragalus canadensis Milkvetch, Canada	VNS		
PLS #	0.06	0.06	Alopecurus arundinaceus Creeping foxtail	Garrison		
PLS #	0.24	0.27	Poa palustris Bluegrass, Fowl	VNS		
PLS #	0.24	0.29	Hordeum brachyantherum Meadow barley	VNS		
PLS #	0.48	0.55	Carex aquatilis Water sedge	VNS		
PLS #	0.48	0.52	CAREX NEBRASCENSIS Sedge, Nebraska	VNS		
PLS #	0.97	1.05	Carex rostrata Sedge, Beaked	VNS		

*** Mix continued on next page ***

Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described here in and failure by Buyer to return such products within five (5) days following such delivery.



1697 West 2100 North
 Lehi, Utah 84043
 Toll Free (800) 992-5040
 Fax (801) 768-3967

INVOICE

Invoice Date:
05-Sep-23

Invoice Number: **1-74434**
 (please show this invoice number on all payments)

Project: Wetlands Restoration - Wetland Mix

Quantity Shipped						
Pricing	PLS	Bulk	Description	Variety	Price	Total
*** MIX # 249821 Wetland Mix (Continued) ***						
PLS #	1.21	1.44	Schoenoplectus acutus spp. Acutus Bullrush, Hardstem	VNS		
PLS #	1.21	1.39	Schoenoplectus americanus Bullrush, Three Square	VNS		
MIX SUBTOTAL (5 PLS # @ \$ 88.3600 Per PLS #):						\$ 441.80

Notes: PAID VISA AUTH 0626D 1Z8405510341294976

\$491.33 paid by Visa

Subtotal:	441.80
Freight:	17.50
Sales Tax:	32.03
GRAND TOTAL:	\$ 491.33
PLEASE PAY PER THIS INVOICE. NO STATEMENT WILL BE SENT.	

Please read the reverse side of this form carefully. The terms and conditions of sale set forth on both sides of this form constitute the entire agreement between Seller and Buyer. All purchases of products by Buyer shall be governed and subject to the terms and conditions of sale set forth on the reverse side hereof, as in effect from time to time, and nothing contained in any product order of buyer shall in any way modify such terms and conditions of sale or add any additional terms and conditions unless agreed upon in writing by a corporate officer of Granite Seed. Any additional or inconsistent terms and conditions of any product order of Buyer shall be deemed stricken from such order and each product order shall be deemed to incorporate all of these terms and conditions of sale. Acceptance by Buyer of these terms and conditions is acknowledged by either (1) Buyer's signature set forth herein, or (2) receipt by Buyer of delivery of the products described here in and failure by Buyer to return such products within five (5) days following such delivery.

TERMS AND CONDITIONS OF SALE

ALL SALES MADE BY GRANITE SEED ("SELLER") ARE MADE ON THE FOLLOWING TERMS AND CONDITIONS OF SALE:

1. Prices and Taxes

Prices are exclusive of all federal, state and local taxes, fees or charges now in force or enacted in the future. Any such taxes, fees or charges imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer will be paid by the Buyer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such taxes, fees or charges at the time of sale or thereafter, Buyer will reimburse Seller therefore.

2. Delivery

a) Delivery will be made F.O.B. Seller's plant, Lehi, Utah, unless otherwise specified. The time of delivery is the time the products to be delivered are picked up by the carrier.
b) Title to the products will pass to Buyer upon delivery of the products by Seller to carrier (F.O.B. Lehi, Utah), and upon that delivery Buyer will be responsible for and bear the entire risk of loss thereof or damage thereto.

3. Shipment

In the absence of specific shipping instructions, Seller will ship the products by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the products being shipped. Unless otherwise specified, the products will be shipped in standard commercial packaging. When special or export packaging is required or, in the opinion of the Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

4. Security Interest

Seller reserves a purchase money security interest in products sold and the proceeds therefrom in the amount of the purchase price thereof. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the products sold hereunder without liability to Buyer. Security interest(s) granted herein will be satisfied by payment in full of the purchase price by Buyer. Buyer agrees that a copy of the invoice utilized in connection with the purchase of products may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest in the products sold. On request of Seller, Buyer agrees to execute financing statements and other instruments that Seller may request to perfect or protect Seller's security interest in the products sold.

5. Invoices and Terms of Payment

a) Seller will invoice Buyer for the purchase price of products sold to Buyer by Seller (which invoice may also reflect charges for freight, handling, taxes and other amounts payable to Seller by Buyer hereunder) concurrently with or immediately after the date of shipment.
b) Payment terms are net thirty (30) days, unless otherwise specified. Accounts 30 days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing such accounts.
c) At Seller's discretion, orders from customers with invoices that are sixty (60) days overdue (i.e. not paid within 60 days of the invoice date) will be accepted only on a C.O.D. or cash-with-order basis until credit is reestablished to Seller's satisfaction.
d) Buyer shall pay all of Seller's costs and expenses (including reasonable attorney's fees) to enforce or preserve Seller's rights hereunder.

6. Proprietary Rights and Confidentiality

a) Portions of the products supplied and accompanying product brochures and materials are proprietary to Seller. Seller retains for itself all proprietary rights in and to all designs, technical information and data pertaining to any products sold and product brochures and materials provided except where rights are assigned under separate written agreement signed by a corporate officer of Seller. No proprietary information or data of Seller shall be reproduced or disclosed to others without Seller's prior written consent.
b) **Confidentiality.** Buyer acknowledges that, by reason of its relationship to Seller hereunder, it will have access to certain information and materials concerning Seller's business, business plans, customers, technology and products that are confidential and of substantial value to Seller which value would be impaired if such information were disclosed to third parties. Buyer agrees that it will not use in any way for its own account or the account of a third party, nor disclose to any third party, any such confidential information revealed to it by

Seller. Buyer shall take every reasonable precaution to protect the confidentiality of such information.

7. Limited Warranty

a) Subject to subsections (b) and (c) below, Seller warrants that the products sold meet Seller's written specifications and labeling therefor when shipped, within recognized industry tolerances. This warranty is contingent upon proper handling and use of the products in the applications for which they were intended. **Buyer shall not make or pass on to others any warranty or representation on behalf of Seller other than or inconsistent with the limited warranty referenced above.**
b) **Except for the express limited warranty referenced above, seller grants no other warranties, express or implied, regarding the products sold hereunder, their fitness for any purpose, their quality, their merchantability, or otherwise. Seller does not make to Buyer or any customer of Buyer by virtue hereof or any product order, and hereby expressly disclaims any other representation or warranty of any kind with respect to the products.**
c) Seller will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Seller, including but not limited to supplier delay, transportation disruption, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. **Seller's liability under the limited warranty set forth herein shall be limited to the replacement of the products not meeting the standards of the limited warranty, or, at the election of Seller, a refund of the purchase price of the defective products. In no event shall Seller be liable for the cost of the procurement of substitute products by Buyer or any Customer, or for any special, consequential or incidental damages for breach of warranty. This exclusion includes any liability that may arise out of Third-party claims against Buyer. The essential purpose of the provision is to limit the potential liability of Seller arising out of the sale of this product to Buyer.**

8. Substitutions and Modifications

Seller will have the right to make substitutions and modifications in the specifications of products sold by Seller, provided that such substitutions or modifications will materially affect overall product performance.

9. Change Orders

Buyer may utilize written change orders without penalty for orders that have not yet been accepted by Seller. For orders that have been accepted by Seller but have not yet been shipped, Buyer may utilize written change orders subject to the following conditions:

a) **Buyer may not cancel orders for custom seed mix products after such products have been prepared by Seller and are ready for shipment.**
b) Buyer shall pay Seller a restocking fee equal to twenty percent (20%) of the purchase price of the products on all orders returned for credit or refund, or cancelled or delayed by Buyer later than three (3) days prior to shipping date. Seller reserves the right to refuse acceptance of any materials returned for credit or a refund.

10. Rejection of Goods

a) Buyer shall inspect all products promptly upon receipt thereof and may reject any products that fail in any material way to meet the specifications set forth in Seller's current labeling therefore. Any products not properly rejected within five (5) days of receipt by Buyer shall be deemed accepted.
b) If during such five (5) day period Buyer finds any damage to the products purchased, Buyer shall be responsible for obtaining the necessary verification from the carrier's agent and on filing a claim therewith in accordance with such carrier's procedures. If Buyer finds a short count, or products are shipped via Seller's carrier (not common carrier), Buyer shall file a claim with Seller, accompanied by documentation substantiating such claim, within five (5) days after receipt of shipment. Claims lacking proper documentation or not timely submitted will not be honored.
c) After such five (5) day period, Buyer may not return products to Seller for any reason without Seller's prior written consent. For any products for which Seller gives such consent, Seller shall charge Buyer a restocking fee equal to twenty percent (20%) of the purchase price previously paid to Buyer's account. Buyer shall be responsible for all shipping charges.

11. Bankruptcy

If Buyer (i) becomes bankrupt or insolvent, (ii) compounds with its creditors, (iii) commences to be wound up or dissolved, or (iv) suffers a receiver to be appointed, Seller will be at liberty by notice in writing to cancel its agreement with Buyer without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Seller.

12. Buyer's Indemnity Regarding Third Party Claims

Except as otherwise expressly provided herein, Buyer shall be responsible for any and all losses or damages arising out of or incurred in connection with the use of the products by Buyer or any third party or other related business activity. Buyer agrees to indemnify and hold Seller harmless from and with respect to any such loss or damage (including, without limitation, attorneys' fees and costs).

13. Entire Agreement

a) The terms and conditions set forth herein constitute the entire agreement between Seller and Buyer.
b) This agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part hereof by its express terms.
c) Buyer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

14. Waiver

The failure by seller to enforce at any time any of the provisions of this agreement, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

15. Authority

Buyer represents that the person whose signature is set forth herein on behalf of Buyer is duly authorized and empowered by Buyer to enter into this agreement and to accept the terms and conditions contained herein on its behalf.

16. Errors

Stenographic and clerical errors in sales made under this agreement are subject to correction.

17. Applicable Law

This agreement will be governed by the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such State.

18. Jurisdiction and Venue

The Utah state courts of Utah County, Utah (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Utah) will have exclusive jurisdiction and venue over any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction and venue of such courts.

19. Attorney's Fees

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.



INVOICE

Invoice Date:
05-Sep-23

Invoice Number: **1-74432**
(please show this invoice number on all payments)

1697 West 2100 North
Lehi, Utah 84043
Toll Free (800) 992-5040
Fax (801) 768-3967

Project: Wetlands Restoration - Upland Mix

Sold To:
Jeremy CLark
PO Box 195
Midway, UT
84049

Ship To:
Jeremy CLark
535 Cari Lane
Midway, UT
84049

Terms:	Customer P.O.:	Ordered By: Jeremy Clark	Phone Number: 719-330-7854	Customer Number: GS237753
Shipper: UPS	Freight: Prepaid/Collect Prepaid	FOB: Origin	Sales Rep: Jason Stettler	Date Shipped: 05-Sep-23

Quantity Shipped						
Pricing	PLS	Bulk	Description	Variety	Price	Total
*** MIX # 249814 Upland Mix ***						
PLS #	1.33	1.39	Elymus lanceolatus ssp. psammophilus Streambank wheatgrass	Sodar		
PLS #	0.67	0.70	Festuca idahoensis Fescue, Idaho	Joseph		
PLS #	0.67	0.75	Melilotus officinalis Sweetclover	Yellow Blossom		
PLS #	1.00	1.09	Poa secunda Sandberg bluegrass	Mountain Home		
PLS #	1.00	1.11	Elymus trachycaulus ssp. trachycaulus Slender wheatgrass	Pryor		
PLS #	0.33	0.35	Agropyron cristatum Crested wheatgrass	Ephraim		
MIX SUBTOTAL (5 PLS # @ \$ 7.1320 Per PLS #):						\$ 35.66

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1697 West 2100 North
Lehi, Utah 84043
Toll Free (800) 992-5040
Fax (801) 768-3967

INVOICE

Invoice Date:
05-Sep-23

Invoice Number: **1-74432**
(please show this invoice number on all
payments)

Project: Wetlands Restoration - Upland Mix

Notes: PAID VISA AUTH 01853D 1Z8405510341294976

\$55.75 paid by Visa

Subtotal:	35.66
Freight:	17.50
Sales Tax:	2.59
GRAND TOTAL:	\$ 55.75
PLEASE PAY PER THIS INVOICE. NO STATEMENT WILL BE SENT.	

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1. Prices and Taxes

Prices are exclusive of all federal, state and local taxes, fees or charges now in force or enacted in the future. Any such taxes, fees or charges imposed by any governmental authority on, or measured by, the transaction between Seller and Buyer will be paid by the Buyer in addition to the prices quoted or invoiced. In the event that Seller is required to pay any such taxes, fees or charges at the time of sale or thereafter, Buyer will reimburse Seller therefore.

2. Delivery

a) Delivery will be made F.O.B. Seller's plant, Lehi, Utah, unless otherwise specified. The time of delivery is the time the products to be delivered are picked up by the carrier.
b) Title to the products will pass to Buyer upon delivery of the products by Seller to carrier (F.O.B. Lehi, Utah), and upon that delivery Buyer will be responsible for and bear the entire risk of loss thereof or damage thereto.

3. Shipment

In the absence of specific shipping instructions, Seller will ship the products by the method it deems most advantageous. Transportation charges will be collected on delivery or, if prepaid, will be subsequently invoiced to Buyer. Unless otherwise indicated, Buyer is obligated to obtain insurance against damage to the products being shipped. Unless otherwise specified, the products will be shipped in standard commercial packaging. When special or export packaging is required or, in the opinion of the Seller, required under the circumstances, the cost of the same, if not set forth on the invoice, will be separately invoiced.

4. Security Interest

Seller reserves a purchase money security interest in products sold and the proceeds therefrom in the amount of the purchase price thereof. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the products sold hereunder without liability to Buyer. Security interest(s) granted herein will be satisfied by payment in full of the purchase price by Buyer. Buyer agrees that a copy of the invoice utilized in connection with the purchase of products may be filed with appropriate authorities at any time as a financing statement and/or chattel mortgage to perfect Seller's security interest in the products sold. On request of Seller, Buyer agrees to execute financing statements and other instruments that Seller may request to perfect or protect Seller's security interest in the products sold.

5. Invoices and Terms of Payment

a) Seller will invoice Buyer for the purchase price of products sold to Buyer by Seller (which invoice may also reflect charges for freight, handling, taxes and other amounts payable to Seller by Buyer hereunder) concurrently with or immediately after the date of shipment.
b) Payment terms are net thirty (30) days, unless otherwise specified. Accounts 30 days past due will be subject to a monthly charge at the rate of one and one-half percent (1.5%) per month to cover the costs of servicing such accounts.
c) At Seller's discretion, orders from customers with invoices that are sixty (60) days overdue (i.e. not paid within 60 days of the invoice date) will be accepted only on a C.O.D. or cash-with-order basis until credit is reestablished to Seller's satisfaction.
d) Buyer shall pay all of Seller's costs and expenses (including reasonable attorney's fees) to enforce or preserve Seller's rights hereunder.

6. Proprietary Rights and Confidentiality

a) Portions of the products supplied and accompanying product brochures and materials are proprietary to Seller. Seller retains for itself all proprietary rights in and to all designs, technical information and data pertaining to any products sold and product brochures and materials provided except where rights are assigned under separate written agreement signed by a corporate officer of Seller. No proprietary information or data of Seller shall be reproduced or disclosed to others without Seller's prior written consent.
b) **Confidentiality.** Buyer acknowledges that, by reason of its relationship to Seller hereunder, it will have access to certain information and materials concerning Seller's business, business plans, customers, technology and products that are confidential and of substantial value to Seller which value would be impaired if such information were disclosed to third parties. Buyer agrees that it will not use in any way for its own account or the account of a third party, nor disclose to any third party, any such confidential information revealed to it by

Seller. Buyer shall take every reasonable precaution to protect the confidentiality of such information.

7. Limited Warranty

a) Subject to subsections (b) and (c) below, Seller warrants that the products sold meet Seller's written specifications and labeling therefor when shipped, within recognized industry tolerances. This warranty is contingent upon proper handling and use of the products in the applications for which they were intended. **Buyer shall not make or pass on to others any warranty or representation on behalf of Seller other than or inconsistent with the limited warranty referenced above.**
b) **Except for the express limited warranty referenced above, seller grants no other warranties, express or implied, regarding the products sold hereunder, their fitness for any purpose, their quality, their merchantability, or otherwise. Seller does not make to Buyer or any customer of Buyer by virtue hereof or any product order, and hereby expressly disclaims any other representation or warranty of any kind with respect to the products.**
c) Seller will not be liable for any loss, damages or penalty resulting from delay in delivery when such delay is due to causes beyond the reasonable control of Seller, including but not limited to supplier delay, transportation disruption, force majeure, act of God, labor unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. **Seller's liability under the limited warranty set forth herein shall be limited to the replacement of the products not meeting the standards of the limited warranty, or, at the election of Seller, a refund of the purchase price of the defective products. In no event shall Seller be liable for the cost of the procurement of substitute products by Buyer or any Customer, or for any special, consequential or incidental damages for breach of warranty. This exclusion includes any liability that may arise out of Third-party claims against Buyer. The essential purpose of the provision is to limit the potential liability of Seller arising out of the sale of this product to Buyer.**

8. Substitutions and Modifications

Seller will have the right to make substitutions and modifications in the specifications of products sold by Seller, provided that such substitutions or modifications will materially affect overall product performance.

9. Change Orders

Buyer may utilize written change orders without penalty for orders that have not yet been accepted by Seller. For orders that have been accepted by Seller but have not yet been shipped, Buyer may utilize written change orders subject to the following conditions:

a) **Buyer may not cancel orders for custom seed mix products after such products have been prepared by Seller and are ready for shipment.**
b) Buyer shall pay Seller a restocking fee equal to twenty percent (20%) of the purchase price of the products on all orders returned for credit or refund, or cancelled or delayed by Buyer later than three (3) days prior to shipping date. Seller reserves the right to refuse acceptance of any materials returned for credit or a refund.

10. Rejection of Goods

a) Buyer shall inspect all products promptly upon receipt thereof and may reject any products that fail in any material way to meet the specifications set forth in Seller's current labeling therefore. Any products not properly rejected within five (5) days of receipt by Buyer shall be deemed accepted.
b) If during such five (5) day period Buyer finds any damage to the products purchased, Buyer shall be responsible for obtaining the necessary verification from the carrier's agent and on filing a claim therewith in accordance with such carrier's procedures. If Buyer finds a short count, or products are shipped via Seller's carrier (not common carrier), Buyer shall file a claim with Seller, accompanied by documentation substantiating such claim, within five (5) days after receipt of shipment. Claims lacking proper documentation or not timely submitted will not be honored.
c) After such five (5) day period, Buyer may not return products to Seller for any reason without Seller's prior written consent. For any products for which Seller gives such consent, Seller shall charge Buyer a restocking fee equal to twenty percent (20%) of the purchase price previously paid to Buyer's account. Buyer shall be responsible for all shipping charges.

11. Bankruptcy

If Buyer (i) becomes bankrupt or insolvent, (ii) compounds with its creditors, (iii) commences to be wound up or dissolved, or (iv) suffers a receiver to be appointed, Seller will be at liberty by notice in writing to cancel its agreement with Buyer without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Seller.

12. Buyer's Indemnity Regarding Third Party Claims

Except as otherwise expressly provided herein, Buyer shall be responsible for any and all losses or damages arising out of or incurred in connection with the use of the products by Buyer or any third party or other related business activity. Buyer agrees to indemnify and hold Seller harmless from and with respect to any such loss or damage (including, without limitation, attorneys' fees and costs).

13. Entire Agreement

a) The terms and conditions set forth herein constitute the entire agreement between Seller and Buyer.
b) This agreement may not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing not made a part hereof by its express terms.
c) Buyer hereby acknowledges that it has not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically set forth herein.

14. Waiver

The failure by seller to enforce at any time any of the provisions of this agreement, to exercise any election or option provided herein, or to require at any time the performance by Buyer of any of the provisions herein will not in any way be construed as a waiver of such provisions.

15. Authority

Buyer represents that the person whose signature is set forth herein on behalf of Buyer is duly authorized and empowered by Buyer to enter into this agreement and to accept the terms and conditions contained herein on its behalf.

16. Errors

Stenographic and clerical errors in sales made under this agreement are subject to correction.

17. Applicable Law

This agreement will be governed by the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such State.

18. Jurisdiction and Venue

The Utah state courts of Utah County, Utah (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Utah) will have exclusive jurisdiction and venue over any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction and venue of such courts.

19. Attorney's Fees

Reasonable attorneys' fees and costs will be awarded to the prevailing party in the event of litigation involving the enforcement or interpretation of this agreement.

Cari Lane Fill Removal and Wetlands Restoration As-Built Photos

Approximately 0.3-acre Restoration Area

Photos taken September 15, & September 26, 2023 - Photolog 1



Photo 1. South view of fill removal in progress. Photo taken September 15, 2023.



Photo 2. South view of on-going removal of the rock wall around the pond for backfilling. Photo taken September 15, 2023.



Photo 3. Northeast view of pond backfilling in progress. Photo taken September 15, 2023.

Cari Lane Fill Removal and Wetlands Restoration As-Built Photos
Approximately 0.3-acre Restoration Area
Photos taken September 15, & September 26, 2023 - Photolog 2



Photo 4a. South view of pond backfill being leveled using a laser-level. Photo taken September 15, 2023.



Photo 4b. South view of straw bale BMP to protect Snake Creek during back-fill of pond. Photo taken September 15, 2023.



Photo 5. North view of backfilled pond (left), the straw bale BMP used to keep fill from entering Snake Creek (center), and fill removal area (right). Photo taken September 15, 2023.



Photo 6a. Southwest view of laser-level being used to ensure proper depth of fill to remove in fill removal area. Photo taken on September 15, 2023.



Photo 6b. Southwest view of straw bale BMP placed in fill removal area to protect Snake Creek. Photo taken on September 15, 2023.

Cari Lane Fill Removal and Wetlands Restoration As-Built Photos
 Approximately 0.3-acre Restoration Area
 Photos taken September 15, & September 26, 2023 - Photolog 3



Photo 7. East view of completed fill removal in the fill removal area. Photo taken on September 15, 2023.



Photo 8. South view of re-seeding done in uplands east of fill removal area. Photo taken September 26, 2023.



Photo 9. West view of re-seeding in uplands adjacent to fill removal area (foreground) and area used to access and fill pond (background). Photo taken September 26, 2023.

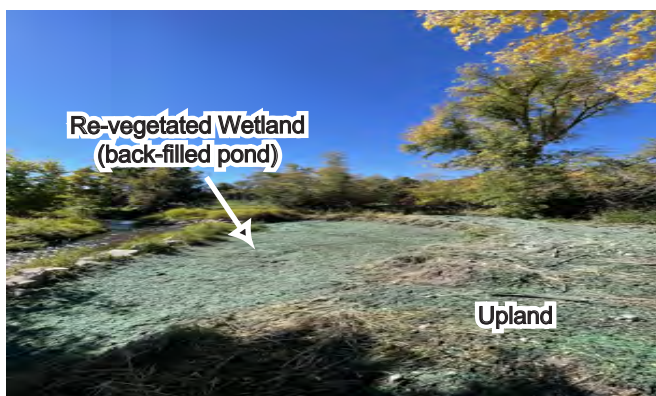


Photo 10. South view of re-seeding done in back-filled pond to re-vegetate restored wetland. Photo taken September 26, 2023.

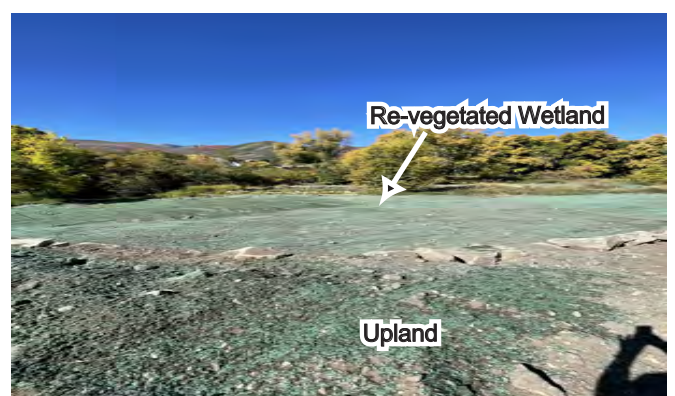
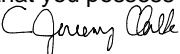


Photo 11. West view of re-seeding in fill removal area to re-vegetate restored wetland. Photo taken September 26, 2023.

REQUEST FOR AQUATIC RESOURCES DELINEATION VERIFICATION
OR JURISDICTIONAL DETERMINATION

A separate jurisdictional determination (JD) is not necessary to process a permit. An Approved Jurisdictional Determination (AJD) is required to definitively determine the extent of waters of the U.S. and is generally used to disclaim jurisdiction over aquatic resources that are not waters of the U.S., in cases where the review area contains no aquatic resources, and in cases when the recipient wishes to challenge the water of the U.S. determination on appeal. Either an Aquatic Resources Delineation Verification or a Preliminary Jurisdictional Determination (PJD) may be used when the recipient wishes to assume that aquatic resources are waters of the U.S. for the purposes of permitting. In some circumstances an AJD may require more information, a greater level of effort, and more time to produce. If you are unsure which product to request, please speak with your project manager or call the Sacramento District's general information line at (916) 557-5250.

I am requesting the product indicated below from the U.S. Army Corps of Engineers, Sacramento District, for the review area located at:

Street Address: <u>535 Cari Lane</u> City: <u>Midway</u> County: <u>Wasatch</u>	
State: <u>Utah</u> Zip: <u>84049</u> Section: <u>27</u> Township: <u>3S</u> Range: <u>4E</u>	
Latitude (decimal degrees): <u>40.528449°</u> Longitude (decimal degrees): <u>-111.483788°</u>	
The approximate size of the review area for the JD is _____ acres. (Please attach location map)	
Choose one: <input checked="" type="checkbox"/> I own the review area <input type="checkbox"/> I hold an easement or development rights over the review area <input type="checkbox"/> I lease the review area <input type="checkbox"/> I plan to purchase the review area <input type="checkbox"/> I am an agent/consultant acting on behalf of the requestor <input type="checkbox"/> Other: _____	Choose one product: <input checked="" type="checkbox"/> I am requesting an Aquatic Resources Delineation Verification <input type="checkbox"/> I am requesting an Approved JD <input type="checkbox"/> I am requesting a Preliminary JD <input type="checkbox"/> I am requesting additional information to inform my decision about which product to request
Reason for request: (check all that apply)	
<input checked="" type="checkbox"/> I need information concerning aquatic resources within the review area for planning purposes. <input type="checkbox"/> I intend to construct/develop a project or perform activities in this review area which would be designed to avoid all aquatic resources. <input type="checkbox"/> I intend to construct/develop a project or perform activities in this review area which would be designed to avoid those aquatic resources determined to be waters of the U.S. <input type="checkbox"/> I intend to construct/develop a project or perform activities in this review area which may require authorization from the Corps; this request is accompanied by my permit application. <input type="checkbox"/> I intend to construct/develop a project or perform activities in a navigable water of the U.S. which is included on the district's list of navigable waters under Section 10 of the Rivers and Harbors Act of 1899 and/or is subject to the ebb and flow of the tide. <input type="checkbox"/> My lender, insurer, investors, local unit of government, etc. has indicated that an aquatic resources delineation verification is inadequate and is requiring a jurisdictional determination. <input type="checkbox"/> I intend to contest jurisdiction over particular aquatic resources and request the Corps confirm that these aquatic resources are or are not waters of the U.S. <input type="checkbox"/> I believe that the review area may be comprised entirely of dry land. <input type="checkbox"/> Other: _____	
Attached Information:	
<input checked="" type="checkbox"/> Maps depicting the general location and aquatic resources within the review area consistent with Map and Drawing Standards for the South Pacific Division Regulatory Program (Public Notice February 2016, http://www.spd.usace.army.mil/Missions/Regulatory/Public-Notices-and-References/Article/651327/updated-map-and-drawing-standards/) <input checked="" type="checkbox"/> Aquatic Resources Delineation Report, if available, consistent with the Sacramento District's Minimum Standards for Acceptance (Public Notice January 2016, http://1.usa.gov/1V68lYa)	
By signing below, you are indicating that you have the authority, or are acting as the duly authorized agent of a person or entity with such authority, to and do hereby grant Corps personnel right of entry to legally access the review area. Your signature shall be an affirmation that you possess the requisite property rights for this request on the subject property.	
*Signature: <u></u>	Date: <u>5/6/2020</u>
Name: <u>Jeremy Clark</u>	Company name: <u>Cari Lane LLC</u>
Address: <u>PO Box 195</u>	
<u>Midway, UT 84049</u>	
Telephone: <u>719-330-7854</u>	Email: <u>clarkj1229@gmail.com</u>

***Authorities:** Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Program of the U.S. Army Corps of Engineers; Final Rule for 33 CFR Parts 320-332.

Principal Purpose: The information that you provide will be used in evaluating your request to determine whether there are any aquatic resources within the project area subject to federal jurisdiction under the regulatory authorities referenced above.

Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public, and may be made available as part of a public notice as required by federal law. Your name and property location where federal jurisdiction is to be determined will be included in the approved jurisdictional determination (AJD), which will be made available to the public on the District's website and on the Headquarters USACE website.

Disclosure: Submission of requested information is voluntary; however, if information is not provided, the request for an AJD cannot be evaluated nor can an AJD be issued.



epic
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**Wetlands Delineation and Inventory Investigation
Whispering Creek Estates
Wasatch County, Utah**

Prepared by:

Epic Engineering
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Epic Job Number: 20-RR-002

Prepared for:

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Cornish, UT 84308

June 2020

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1.0 INTRODUCTION

1.1 INTRODUCTION

This report presents the results of a wetlands delineation and inventory investigation conducted for the proposed project identified as the Whispering Creek Estates development, located at approximately 530 West and Whispering Creek, south of Whispering Creek in Midway City, Wasatch County, Utah. The property is approximately 4.8-acres located in Wasatch County, Utah. The site is located within Section 27 Township 3 South, Range 4 East in Wasatch County (see Figure 1). The approximate mid-point of the site lies at 40.528449° latitude and -111.483788° longitude.

The investigation was performed to determine the extent of areas considered to be potential impacts to waters of the U.S. (WOUS) and special aquatic sites which could result as a part of the proposed development. The delineation field work was conducted on May 1, 2020 at the request of the client. The purpose of this report is to document the results of that delineation.

Upon completion of a field visit with Samuel Bohannon and Mike Pectol of USACE (June 4, 2020), 4 additional test pits were dug along the northern boundary of the wetland areas to establish the presence/absence of histosols. This field work was completed on June 18, 2020.

1.2 DIRECTIONS TO DELINEATION STUDY AREA

The delineation study area is located approximately 1.3-miles northwest of Midway City, Utah. The study area can be accessed from Salt Lake City by traveling east on Interstate 80 to Silver Creek Junction (Hwy-40). From the interchange, travel south on Hwy-40 to the River Road Intersection, take River Road southwest approximately 3 miles to the roundabout. Exit the roundabout on Burgi Lane, and travel west along Burgi Lane, as Burgi Lane bends north to become Whispering Creek, the proposed project will be located on the south side of the road at approximately 530 West. The property is the mainly undeveloped area on the south side of the road.

1.3 SITE DESCRIPTION

1.3.1 General Site Conditions

The delineation study area is located within the Rocky Mountain Forests and Rangeland- LRR E of the greater Wasatch and Uinta Mountains Ecoregion (USACE, 2010). The site has an average annual precipitation of 15.99 inches of total precipitation according to historical climate data provided by Western Regional Climate Centers (WRCC, 2020). The topography of the delineation study area gently slopes from north to south, with a southern facing aspect. Snake Creek bisects the proposed development running south through the project. In 2019, a small manmade pond was created from water flowing in Snake Creek. From the pond, Snake Creek flows southwest out of the project area, with a small canal

taking a share of water and flowing to the south east. Several small wetland areas and seeps are associated with this creek system.

1.3.2 National Wetland Inventory Information

National Wetlands Inventory (NWI) data was obtained from U.S. Fish and Wildlife Service which shows potential wetlands within the delineation study area (see Figure 2). NWI data does not necessarily reflect conditions on site, so each feature identified on the NWI map was surveyed extensively to determine if the area met all three wetland parameters (vegetation, soils, and hydrology) necessary for classification as a wetland. For delineation results refer to Section 4.0 and Figure 8.

1.3.3 Vegetation

The vegetation within the delineation study area consists mainly of grasses and riverine trees. Along the creek corridor, Maple, Birch, Willow, Hawthorn, Cottonwood and hydrophytic plants are typically mixed with wetland grasses and sedges. Refer to Table 1 below for a list of dominant plants observed within the delineation study area with their corresponding wetland indicator status.

Table 1 – Dominant Vegetation Observed within the Delineation Study Area

Scientific Name	Common Name	Indicator Status
Dominant Wetland Plants		
<i>Cyperaceae fam.</i>	Sedges	OBL (var)
<i>Eleocharis palustris</i>	Common spikerush	OBL
<i>Cornus alba</i>	Redosier Dogwood	FACW
<i>Typha spp</i>	Cattails	OBL
<i>Phalaris angusta</i>	Timothy Canary Grass	FACW
<i>Juncus spp</i>	Rushes	FACW
<i>Betula spp.</i>	Birch	FACW (var)
<i>Salix spp.</i>	Willow	FACW
<i>Poa spp.</i>	Bluegrass	FAC
<i>Phragmites australis</i>	Phragmites	FACW
<i>Lemna minor</i>	Duck Weed	OBL
<i>Populus spp.</i>	Cottonwood	FACW
<i>Crataegus douglasii</i>	Black Hawthorn	FAC
<i>Rumex crispis</i>	Curly dock	FAC
<i>Eleocharis palustris</i>	Common Spikerush	OBL
<i>Acer negunda</i>	Boxelder	FAC
<i>Urtica dioica</i>	Stinging Nettle	FAC
Dominant Upland Plants		
<i>Dactylis glomerate</i>	Orchard Grass	FACU
<i>Bromus tectorum</i>	Cheatgrass	FACU
<i>Arctium minus</i>	Burdock	UPL

1.3.4 Soils

Soil survey information compiled by the National Resources Conservation Service (NRCS) identifies 2 soil series within the study area (see Appendix B – Custom Soils Resources Report and Figure 3). Kovich loam soils are mapped entirely for this study area. The map unit names of Kovich loam and Kovich loam (deep water table variant) are both found in the project area. These units average 1-3% slopes on stream terraces, and are poorly drained with moderately high to high capacity to transmit water. The NRCS soil series descriptions provide general observations whereas the actual site conditions were recorded on the wetland determination data forms. (See Appendix C).

1.3.5 Hydrology

The delineation study area is situated in the drainage are of the Lake Creek-Provo River Watershed (HUC 16020203), the proposed project is located in the 6th level subwatershed identified as Snake Creek HUC 12 (HUC 160202030305), which flows south approximately 4 miles into Deer Creek Reservoir (AGRC, 2020). Snake Creek is the main water feature located through the rough center of the property and ultimately discharges into Deer Creek Reservoir, contributing to the flow of the middle and lower Provo River. Near the southern border of the project area, Midway Irrigation Company has a canal that removes water from Snake Creek for agricultural purposes.

1.4 EXISTING FIELD CONDITIONS

The delineation field work was conducted by Torrey Copfer and Joshua Call of Epic Engineering over the course of 1 day; May 1, 2020 at the request of the client. The weather was sunny and dry with an overall high of 72°F. No precipitation was recorded in or near the delineation study area during the 2 days prior to the commencement of the delineation field work. As per the National Oceanic and Atmospheric Administration’s (NOAA) Palmer Drought Severity Index, over the past couple years, Utah has experienced moderate to severe drought conditions, with lower than average snowfall and precipitation. Given these conditions and given these circumstances, conditions on site appeared to be typical for that time of year (NOAA, 2020).

2.0 WATERS OF THE U.S. DELINEATION METHODOLOGY

2.1 DELINEATION METHODOLOGY FOR WETLANDS

The wetland delineation was completed in accordance with the U.S. Army Corps of Engineers’ (USACE) 1987 Wetland Delineation Manual (USACE, 1987) and the 2010 Western Mountain Regional Supplement (USACE, 2010). Where a determination of the ordinary high-water mark (OHWM) is included, the assessment is conducted with use of the latest OHWM field guide (USACE, 2014). All potential wetland areas were verified for wetland indicators as established in the above delineation manuals. The examination for wetlands was based on three parameters: vegetation, soils, and hydrologic features. At each data point, each of these parameters must exhibit wetland characteristics for that point to be within the wetland boundary. The following procedures were implemented and recorded in the attached data

sheets (see Appendix C). Photographs were also taken to document each sample point (see Appendix D – photos).

2.1.1 Hydrophytic Vegetation

All plant species within a five-foot radius area at each sample point were recorded. The relative percent cover for each species was determined by estimating aerial cover. The indicator status of each species was determined using the Western Mountains 2016 Wetland Plant List (USACE 2016). Vegetation species comprising of at least 20% of the total aerial cover in its stratum were considered dominant, following the guidelines of the USACE 50/20 rule. If more than 50% of the dominant plant species had an indicator status of obligate wetland species (OBL), facultative wetland species (FACW), or facultative species (FAC), the sample point met the hydrophytic vegetation parameter. In addition to the 50/20 rule, each sample point was analyzed using the prevalence index worksheet to ensure data integrity and accurate sampling. In accordance with USACE standards, a sampling point with a prevalence index rating of less than or equal to 3.0 was considered to meet the hydrophytic vegetation parameter.

2.1.2 Hydric Soils

At each sample point, a soil pit was dug to a depth of 18-inches (where able) to assess soil characteristics and water conditions. A profile of the soil pit was used to determine soil color, texture, and moisture at different depths within the soil profile. Color of the soil profile and any redox features were identified by comparing a moistened sample to the Munsell Soil Color Charts (Munsell, 2000). Soil textures and moisture were determined by feeling the soil samples. If the soil characteristics met one of the primary hydric soil indicators or two or more secondary hydric soil indicators identified in the Western Mountain Regional Supplement and the Field Indicators of Hydric Soils in the U.S. Version 7 manual (USDA, 2010), the sample point met the hydric soils parameter.

2.1.3 Wetland Hydrology

Each soil pit was also examined for the presence or absence of hydrologic indicators. These hydrologic indicators are described in the Supplement. If it was determined that at least one primary hydrologic indicator or two or more secondary hydrologic indicators were present, the sample point met the hydrologic parameter.

2.1.4 Wetland Boundary Determination Procedure

The entirety of the proposed development of the property was walked to assess areas that exhibit obvious or questionable wetland indicators. Several unofficial/unrecorded test holes were dug to quickly confirm soil and groundwater conditions if a questionable area was found. No other potential areas were noted for detailed delineation or further test hole study except for the main area of focus and concern located west of Snake Creek along the creek channel of the target property.

Sample points that met all three parameters (hydrophytic vegetation, hydric soils, and wetland hydrology) were classified as occurring in a wetland. A second sample point, located in the adjacent upland, was then documented for the presence of the three indicators. If the point did not meet all three parameters, the

point was classified as occurring in an upland. The next step was to define the wetland boundary occurring between the wetland sample point and the upland sample point. The boundary was based on the information gathered from the two sample points and observable changes in elevation and plant communities. The wetland boundary and sample points were surveyed using a handheld GPS with sub-meter accuracy and downloaded into ArcMAP to produce a map and shapefiles that show delineated wetland boundaries and sample point locations. The acreages for each wetland polygon were calculated in ArcMAP and included on the map (Figure 7). The Cowardin Classification (Cowardin et al., 1979) was used to designate the wetland type.

3.0 DELINEATION RESULTS

In total, three wetland areas were identified and delineated within the delineation study area; two areas of PEM1C classified wetlands were identified totaling 0.68 acres, while one area of impounded PABGx totaling 0.02 acres was also mapped. In addition to the three wetland areas, 4 linear wetland features were identified and classified as PEM1A totaling 251 linear feet. Snake Creek itself was identified and classified as R4SBC totaling 1,165 linear feet through our project area, Snake Creek typically contained rocky to bedrock bottom channels, with wetland vegetation. A diversion structure and canal taking water for the Midway Irrigation Company was identified and classified as R4SBCx, totaling 264 linear feet. The delineation results for all identified wetland areas are summarized in Table 2 and Figure 8. The lengths of each of the channels identified in Figure 8 are summarized below. A total of 1,680-feet of riverine features were mapped.

Table 2 – Summary of Delineated Features

Wetlands Data			Riverine Data		
ID	Code	Area (ft2)	ID	Code	Linear (Ft)
1	PEM1C	27629.27	1	PEM1D	38.80
2	PEM1C	2391.20	2	PEM1D	46.50
3	PABGx	955.27	3	PEM1D	117.77
			4	PEM1D	48.25
			5	R4SBCx	263.50
			6	R4SBC	1164.73
	Total	30975.74		Total	1679.54

3.1 WETLANDS

The transition line between wetlands and uplands across the delineation study area occurs mainly as a result of a difference in available water and depth in relation to the groundwater level from Snake Creek. Wetlands are found in the lowland areas of the creek area and low-lying areas where water seeps and springs are found along the western boundary of the site. As shown above in Table 2, two general types of wetland areas were located from the study and can be seen in Figure 8, as well as described below in section 3.1.2.

3.1.1 Riverine Wetlands

Wetlands are mapped in the low lying areas adjacent to the bottom of the drainage channel. They are isolated to pockets of deeper soil areas and lowland areas allow ponding of water, and shallow groundwater levels to support wetland indicators. Shallow potrock was found in the creek channel through the project area. Snake creek was identified and noted to contain an OHWM no greater than 2-feet above the bottom of channel. The smaller palustrine linear channels identified as PEM1D, IDs 1-4 are springs and weeps noted to be seasonal and are anticipated to only contain water during peak storm events and spring melting events. The deeper soils collect and pond the water on the deeper underlying bedrock contacts and keep soils saturated throughout the drier times of the year. Cross sections were completed following the latest OHWM guide and can be seen in Figure 9.

3.1.2 Ponding Wetland

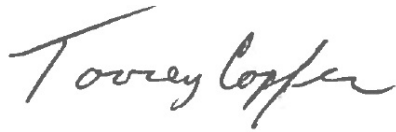
Wetlands mapped in areas where low lying areas slightly depressed or areas with minimal slopes have been created, allowing water to pond during storm and seasonal runoff events. These areas are also continually saturated throughout the growing season as they are fed by seeps, springs and areas of shallow ground water. Soils typically remain saturated seasonally and between rain/runoff events to the extent to support wetland species. Two types of ponding wetlands were identified on the site, PEM1C and a manmade pond R4SBCx, with their respective size and location identified in Table 2 and in Figure 8.

4.0 SUMMARY

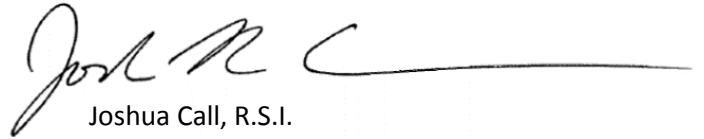
In total, three wetland areas were identified and delineated within the delineation study area consisting of a total of 0.70-acres, along with 1679.54 linear feet of riverine/linear channels. The delineation results for all identified wetland areas are summarized in Table 2 and Figure 8 of this report. All wetland sites met the indicators and criteria for wetland delineation. Our team followed all current guidance found in the US Army Corps of Engineers reference materials (see References) while conducting the field work, and while writing this report. Epic Engineering appreciates the opportunity of providing environmental services on this project. If Epic Engineering can answer questions or be of further service, please call.

Respectfully,

Epic Engineering
Not Official Unless Signed



Torrey Copfer, P.G.
Environmental Geologist



Joshua Call, R.S.I.
Staff Biologist

References:

Automated Geographic Reference Center, US Watershed Areas, Utah Watershed areas. May 2020.
<https://gis.utah.gov/data/water/watersheds/>

National Oceanic and Atmospheric Administration, Climate Prediction Center, Drought Monitoring, Palmer Drought Severity Index. May 2020.
https://www.cpc.ncep.noaa.gov/products/monitoring_and_data/drought.shtml

US Army Corps of Engineers, Field Indicators of Hydric Soils in the United States. A Guide for Identifying, and Delineating Hydric Soils. 2010.

US Army Corps of Engineers, Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys and Coast Region (Version 2.0). May 2010.

US Army Corps of Engineers, A Guide to Ordinary High Water Mark (OHWM) Delineation for Non-Perennial Streams in the Western Mountains, Valleys and Coast Region of the United States. August 2014.

US Army Corps of Engineers, Western Mountains, Valleys & Coast 2016 Regional Wetland Plant List. 2016.

Western Regional Climate Center, Western U.S. Climate Summaries – NOAA coop stations, Heber City, Utah, Wasatch County. 2020. <https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?uthebe>

Wetland Delineation and Investigation Report
Whispering Creek Estates
Wasatch County, Utah
June 2020

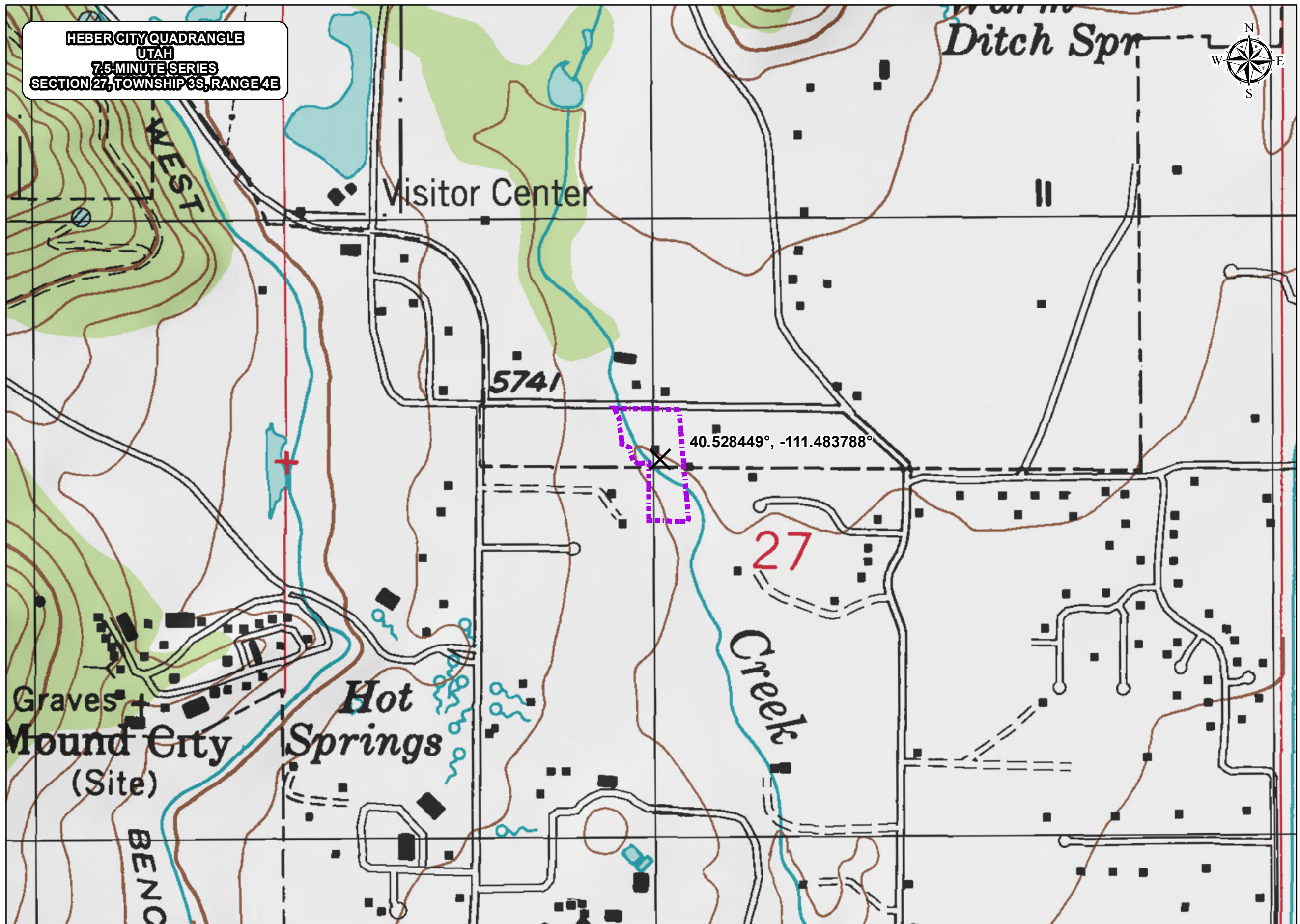
APPENDIX A

FIGURES



S:\PROJECTS\2020 PROJECTS\Cosper Subdivision-Midway\GIS\Data\Wetlands\TopoMap.mxd

HEBER CITY QUADRANGLE
UTAH
7.5-MINUTE SERIES
SECTION 27, TOWNSHIP 3S, RANGE 4E



LEGEND

 AOI

SOURCE UTAH AGRC, EPIC ENGINEERING PC

FOR GENERAL ILLUSTRATIVE PURPOSES ONLY; BOUNDARIES NOT SURVEYED.

DATE
5/6/2020



REVISIONS

1	
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DRAWN: JRC
DESIGNER: JRC
REVIEWED: JNS

PROJECT #
20RR002

SCALES

HORIZ: 1"=500'
(11"X17")



PROJECT NAME:
CARI LANE ESTATES
WETLAND DELINEATION

SHEET TITLE:
24K TOPO MAP

PLAN SET:	FIGURE:
	1



LEGEND											
AOI											
WETLANDS											
	Freshwater Emergent Wetland										
	Freshwater Forested/ Shrub Wetland										
	Riverine										
<p>WETLAND CODES:</p> <p>PEM1C-Palustrine, Emergent, Persistent Seasonally Flooded</p> <p>PSS/EM1C-Palustrine, Scrub-shrub, Emergent, Persistent, Seasonally Flooded</p> <p>SOURCE UTAH AGRC, EPIC ENGINEERING PC</p> <p>FOR GENERAL ILLUSTRATIVE PURPOSES ONLY; BOUNDARIES NOT SURVEYED.</p>											
DATE											
5/6/2020											
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1											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWN: JRC</td> <td></td> </tr> <tr> <td>DESIGNER: JRC</td> <td></td> </tr> <tr> <td>REVIEWED: JNS</td> <td></td> </tr> <tr> <td>PROJECT #</td> <td></td> </tr> <tr> <td>20RR002</td> <td></td> </tr> </table>		DRAWN: JRC		DESIGNER: JRC		REVIEWED: JNS		PROJECT #		20RR002	
DRAWN: JRC											
DESIGNER: JRC											
REVIEWED: JNS											
PROJECT #											
20RR002											
SCALES											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">HORIZ: 1"=100'</td> <td style="width: 50%; text-align: center;"> </td> </tr> <tr> <td>(11"X17")</td> <td></td> </tr> </table>		HORIZ: 1"=100'		(11"X17")							
HORIZ: 1"=100'											
(11"X17")											
PROJECT NAME:											
CARI LANE ESTATES WETLAND DELINEATION											
SHEET TITLE:											
NATIONAL WETLAND INVENTORY											
PLAN SET:	FIGURE:										
	2										

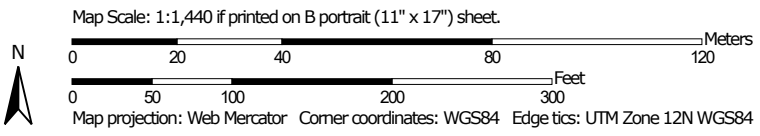
Soil Map—Heber Valley Area, Utah - Parts of Wasatch and Utah Counties
(Cari Lane Estates Wetlands Soil Report)

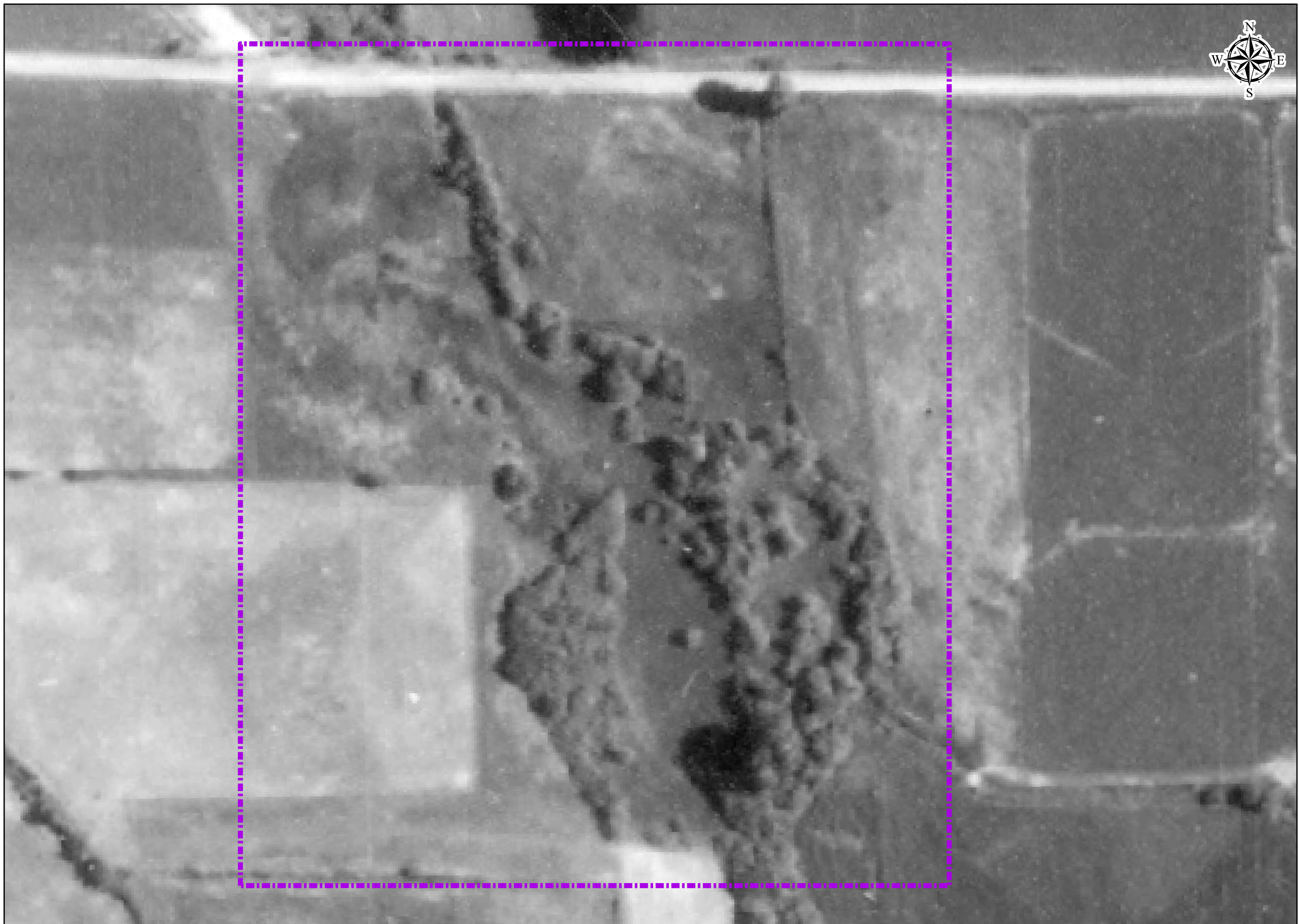


Area of Interest (AOI)			Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CrC	Crooked Creek clay loam, 3 to 10 percent slopes	1.8	9.1%
Cv	Cudahy silt loam, cold variant	1.2	5.9%
Kc	Kovich loam	9.8	47.3%
Km	Kovich loam, deep water table variant	5.8	28.5%
SpB	Spaa silt loam, 2 to 5 percent slopes	1.9	9.3%
Totals for Area of Interest		20.3	100.0%

Soil Map may not be valid at this scale.





LEGEND

 AOI

SOURCES:

Imagery- Utah Geologic Survey,
"Historical Imagery Collection: 1962
AD Map Series. Accessed
May 11, 2020. <https://geodata.geology.utah.gov/imagery/>

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DATE

5/11/2020



REVISIONS

NO.	DESCRIPTION
1	

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DESIGNER: JRC
REVIEWED: JNS

PROJECT #
20RR002

SCALES

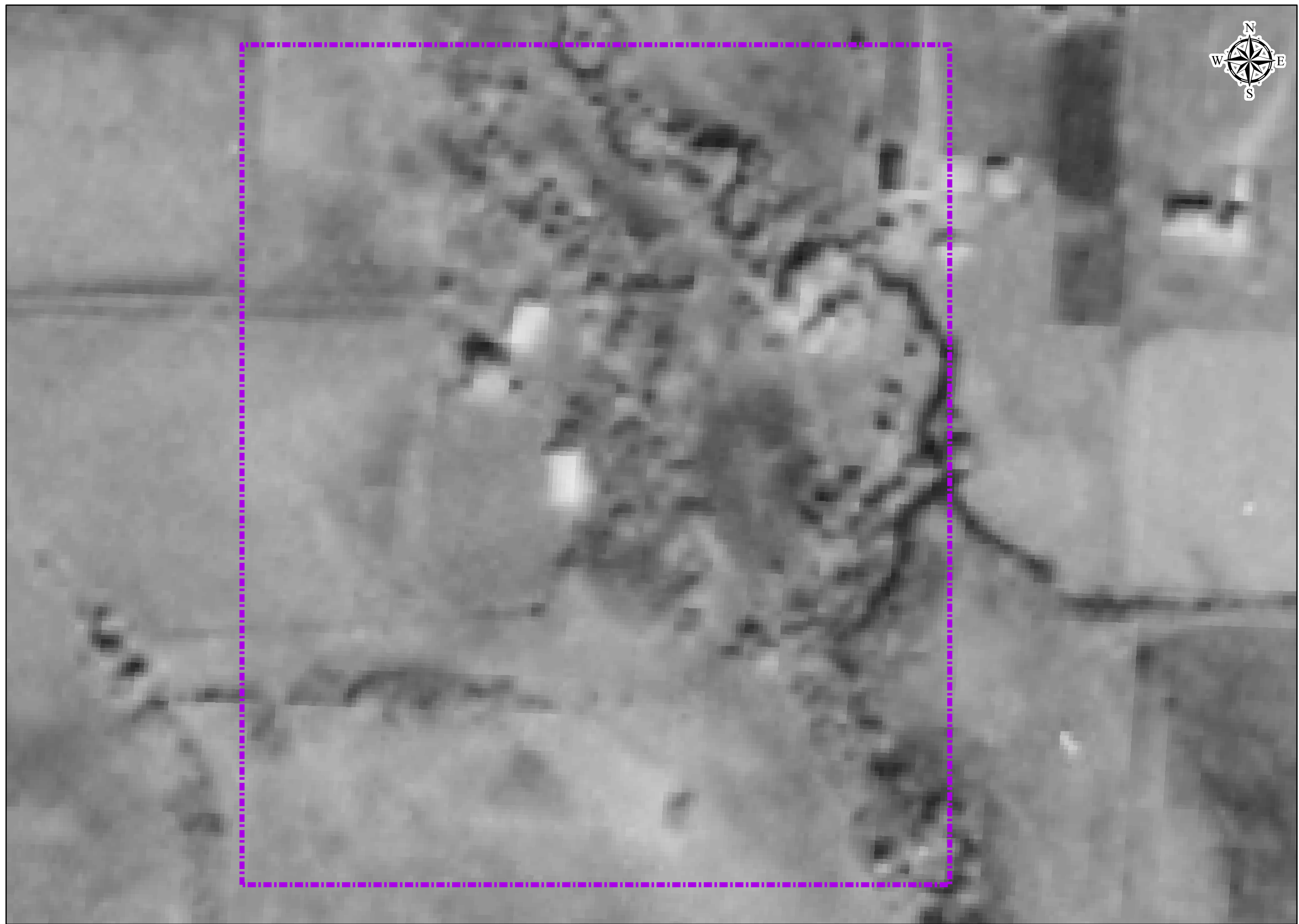
HORIZ: 1"=100'
(11"X17")





PROJECT NAME:
**CARI LANE ESTATES
WETLAND DELINEATION**

SHEET TITLE:
1962 IMAGERY

PLAN SET:	FIGURE:
	4



LEGEND	
	AOI
SOURCES: Imagery- Utah Geologic Survey, "Historical Imagery Collection: 1987 AD Map Series. Accessed May 11, 2020. https://geodata.geology.utah.gov/imagery/	
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DATE 5/11/2020	
	
REVISIONS 1	
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PROJECT # 20RR002	
SCALES HORIZ: 1"=100' (11"X17")	
	
PROJECT NAME: CARI LANE ESTATES WETLAND DELINEATION	
SHEET TITLE: 1987 IMAGERY	
PLAN SET:	FIGURE: 5



LEGEND

 AOI

SOURCES:

Imagery- Utah Geologic Survey,
"Historical Imagery Collection: 1990
AD Map Series. Accessed
May 11, 2020. <https://geodata.geology.utah.gov/imagery/>

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20RR002

SCALES

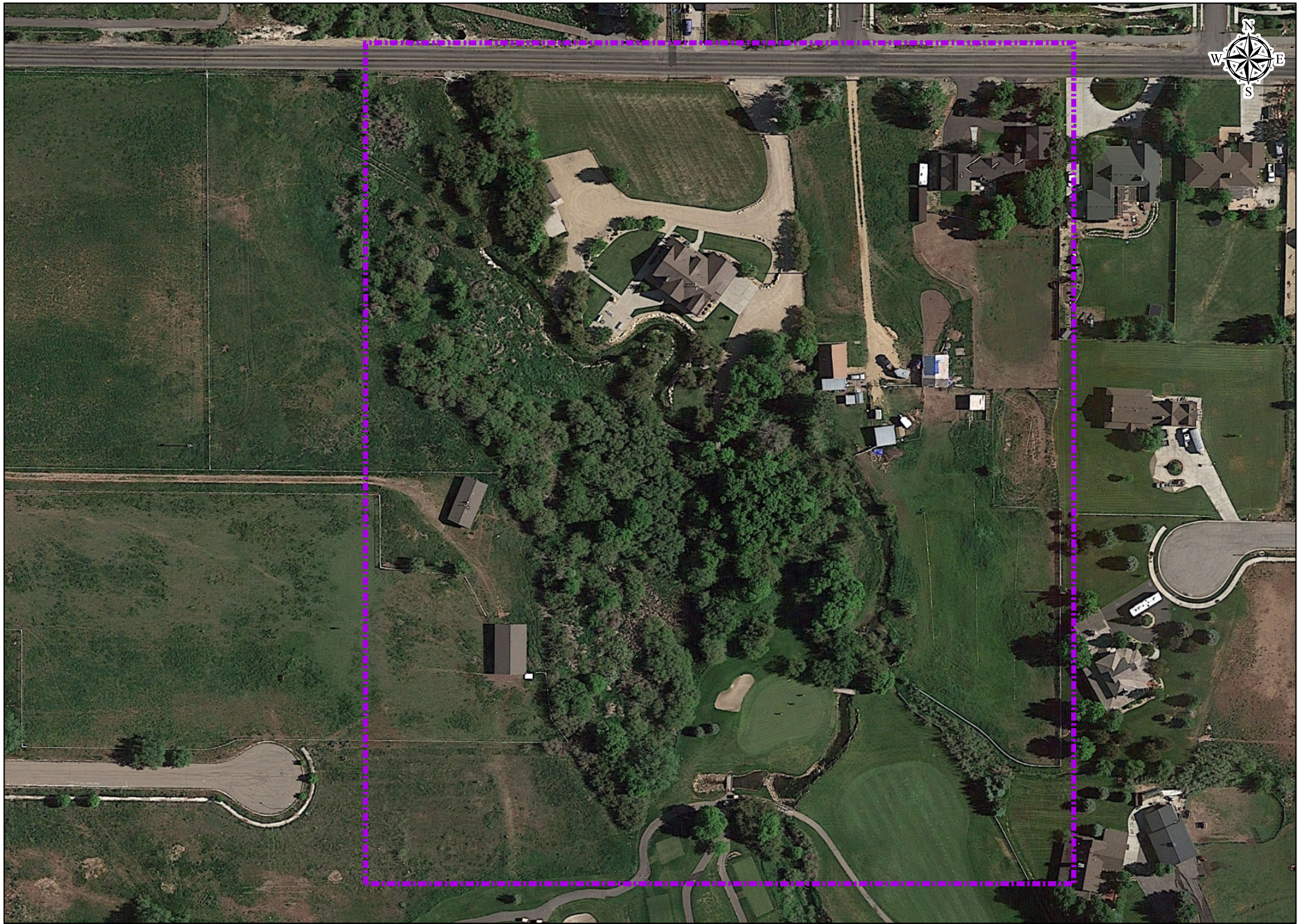
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(11"X17")



PROJECT NAME:
CARI LANE ESTATES
WETLAND DELINEATION

SHEET TITLE:
1962 IMAGERY

PLAN SET:	FIGURE:
	6



LEGEND

 AOI

SOURCES:

Imagery- Utah Geologic Survey, "Historical Imagery Collection: 2013 AD Map Series. Accessed May 11, 2020. <https://geodata.geology.utah.gov/imagery/>

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5/11/2020



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1	

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 DESIGNER: JRC
 REVIEWED: JNS

PROJECT #
 20RR002

SCALES

HORIZ: 1"=100'
 (11"X17")



PROJECT NAME:
 CARI LANE ESTATES
 WETLAND DELINEATION

SHEET TITLE:
 2013 IMAGERY

PLAN SET: FIGURE:
 7



LEGEND

- LIMIT OF DELINEATION
- CROSS SECTION
- AOI
- X DATA POINT

Delimited Wetlands

- PEM1C
- PABGx

Riverine

- PEM1D
- R4SBA
- OHWM

SOURCE UTAH AGRC, EPIC ENGINEERING PC

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DATE
6/18/2020



REVISIONS	
1	

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DESIGNER: JRC	
REVIEWED: JNS	
PROJECT #	
20RR002	

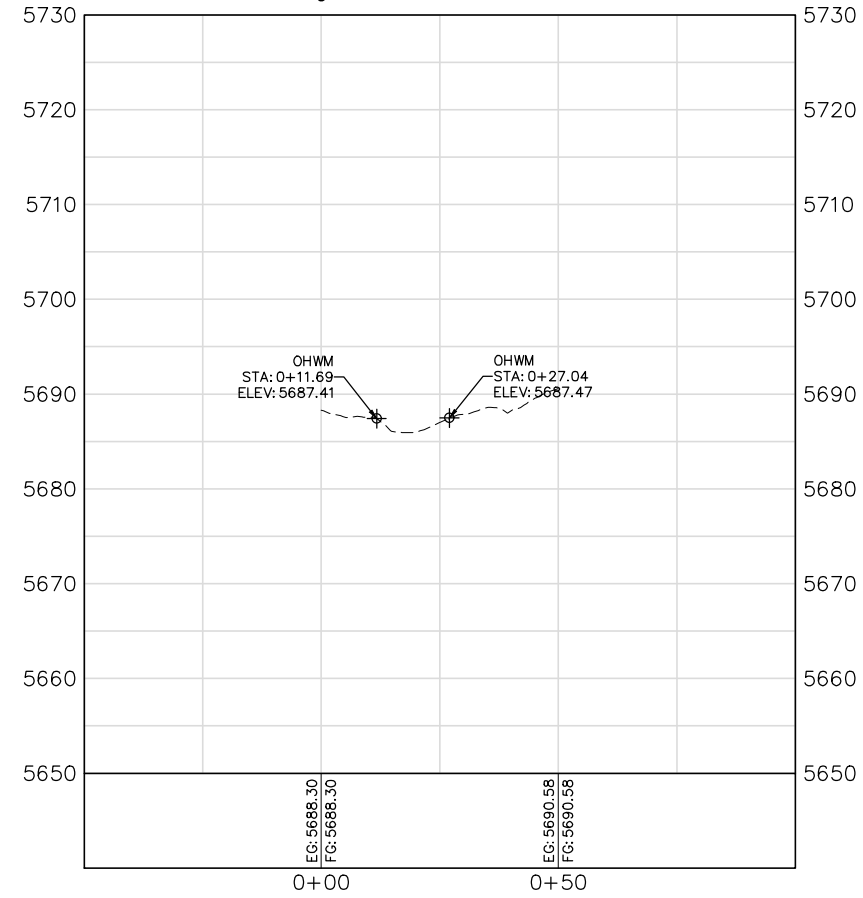
SCALES	
HORIZ: 1"=80'	
(11"X17")	

PROJECT NAME:
CARI LANE ESTATES
WETLAND DELINEATION

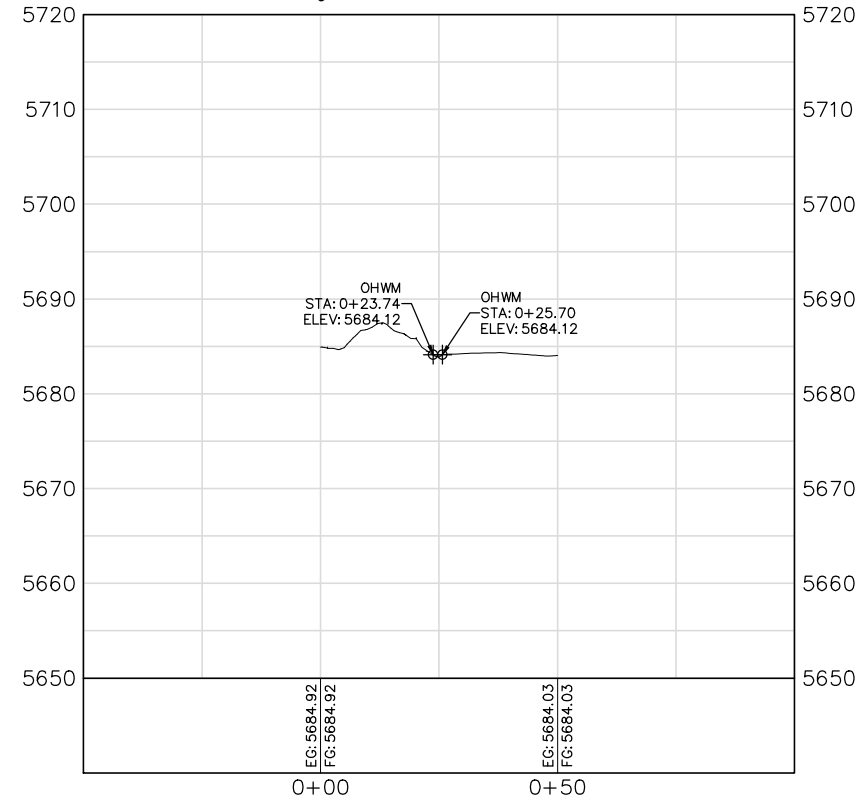
SHEET TITLE:
DELIMITED WETLANDS
MAP

PLAN SET:	FIGURE:
	8

Alignment - A-A' PROFILE



Alignment - B-B' PROFILE



CONSTRUCTION NOTES

WARNING
CALL BLUE STAKES



REVISIONS
1.

DRAWN:	--
DESIGNER:	--
REVIEWED:	--
PROJECT #	20RR002

SCALES	
HORIZ:	1" = 20'
VERT:	1" = 10'
<small>BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. ADJUST FOR A HALF SIZE SHEET.</small>	

PROJECT NAME:
CARI LANE ESTATES
WETLAND DELINEATION

SHEET TITLE:
CROSS SECTIONS

PLAN SET:
FOUR: 9