



ERDA CITY  
2163 W Erda Way – Erda, UT  
(435)243-5577

## Zoning Map Amendment Summary and Recommendation

**Public Body:** Erda City Planning Commission

**Meeting Date:** November 14, 2023

**Parcel IDs:** 19-097-0-004A, 19-097-0-004B, 19-097-0-0004C  
& 01-421-0-0012

**Current Zone:** RR-5, CH & CG

**Property Address:** Approximately 3800 N Hwy 36

**Request** Development agreement zoning amendment  
(Copper Cove DA zoning district)

**Applicant Name:** Derald Anderson

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### PROJECT DESCRIPTION

Derald Anderson is requesting a zoning map amendment by development agreement for Copper Cove zoning district. This amendment allows for 374 residential lots of varying sizes, with commercial uses and open space. Utah Code allows for zoning by development agreement as long as it goes through the same process as a zoning map amendment. The applicant and Erda City's attorney's have been working together to draft the attached development agreement. Attached you will find two concepts with differing amounts of open space and lot sizes ranging from 4,000 sq. ft. to 14,000 sq. ft. The property was previously approved as the Erda Estates and Tealby Village PUD's by Tooele County. The developer has requested to combine both PUD's into one planned community by development agreement.

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### SITE & VICINITY DESCRIPTION

The subject property is located along SR 36 from approximately 3600 N to Erda Way as highlighted below. Surrounding property zoning is north – medium intensity residential, east – SR-36, CG and PC, south – RR-5 & CG, west – RR-5





## ZONE CONSIDERATIONS

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### Dimensional Standards

Building	Building Heights	Setback: Front to Garage	Setback: Front to House	Setback: Rear Yard to House	Setback: Side Yard to House	Maximum Building Coverage
<b>5 Acres Lots</b>	35	50	50	50	20	25%
<b>1 Acre Lots</b>	35	30	30	30	20	25%
<b>21,000 SF Lots</b>	35	30	30	30	8	35%
<b>12,000 SF Lots</b>	35	20	20	20	8	45%
<b>8,000 SF Lots</b>	35	20	20	20	5	Per setbacks
<b>4,000 SF Lots</b>	35	15	15	15	5	Per setbacks
<b>Alley-Loaded Lots</b>	35	15	15	15	5	Per setbacks
<b>Multi Residential</b>	55	15	15	15	5	Per setbacks

1. Corner lots, two front yard and two side yards are required.
2. Accessory buildings set back 3 feet, provided they do not encroach on any easement.

## GENERAL PLAN CONSIDERATIONS

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General plan anticipates medium intensity residential and commercial uses in this area.





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## ISSUES OF CONCERN/PROPOSED MITIGATION

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The applicant submitted a traffic study that was done when the project was approved for Erda Estates and Tealby Village PUD. The applicant is getting the traffic study updated with the new proposed development and will have it to the Planning Commission before the November 14 meeting.

The Planning Commission requested that the 50 foot strip of open space on the south side of the project be eliminated and the extra land be used to increase the lot sizes. The applicant has provided concept plans with the 50 foot open space to be used as a trail and one without the open space buffer.

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## NEIGHBORHOOD RESPONSE

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Any comments that are received prior to the planning commission meeting will be forwarded to the planning commission for review and summarized at the meeting.

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## PLANNING STAFF ANALYSIS

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- (a) whether the requested zoning is in conformity with the City's general plan – The proposed zoning request appears to comply with the general plan
- (b) a finding that there have been materials changes in the character of the neighborhood, community or City such as to justify a change in the zoning as requested by the applicant – The property is currently vested as the Erda Estates PUD and the Tealby Village PUD. The proposed Copper Cove district combines the two PUD's into what the applicant believes is a better development.
- (c) the extent to which the proposed development of the subject property in accordance with the requested zoning will be in harmony with and compatible with surrounding land uses – Surrounding land uses are RR-5, CG, CH and RR-1. The proposed Copper Cove development has much smaller residential lots which could still be in harmony with the surrounding properties and commercial uses which are in harmony with existing CG zoning along SR-36.
- (d) whether the subject property can be reasonably used and developed as presently zoned – This property could reasonably be developed under the approved PUD's.
- (e) how the requested zoning will affect traffic congestion and infrastructure in the area – The applicant will provide an updated traffic study and has provided a will serve from SPID for water and sewer services.
- (f) whether the requested zoning will promote the public welfare – the requested zoning may provide more commercial for increased tax base and may provide lower priced housing than is currently available in the Erda area.
- (g) if a denial of the requested zoning would preclude use of the property for any purpose to which it is reasonably adaptable – No, this property could be developed under the existing approved PUD's.
- (h) how the land uses between the existing zone and the requested zoning afford any reasonable use of the property – The existing and the proposed land uses are the same just a different lot size mix.
- (i) whether failure to zone the property as requested would impose a hardship on the owner; and how the requested zoning will promote or disturb stability in the zoning of the neighborhood – Failure to approve the requested zoning amendment would not impose a hardship in the fact that there is a currently approved PUD with the same uses. The proposed development is believed to be a better layout for the community by the applicant.



Notices were sent to affected property owners and affected entities. Notice of the public hearing has been posted to the Utah Public Notice Website as required.

## **PLANNING STAFF RECOMMENDATION**

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Planning Staff recommends that the Erda City Planning Commission carefully examines all materials presented to make a recommendation to the Council with the requirement that the development connect to a public water and sewer system.

When Recorded Return To:  
Dentons Durham Jones Pinegar  
Brent Bateman  
3301 N Thanksgiving Way, Suite 400  
Lehi, Utah 84043

## **MASTER DEVELOPMENT AGREEMENT FOR COPPER COVE**

This *Master Development Agreement for Copper Cove* (“**Development Agreement**” or “**Agreement**”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 (“**Effective Date**”) between City of Erda, a municipal corporation of the state of Utah (“**City**”), and Copper Cove Development, LLC, a Utah limited liability company (“**Developer**”). Together, the City and Developer are the “**Parties**” to this Agreement, and individually each is a “**Party**” hereto.

### **Recitals**

A. Developer owns or controls certain parcels of property located in City (the “**Property**”) attached hereto as exhibit “A” totaling approximately 200 acres, and having the following parcel ID numbers:

- a. 19-097-0-004A
- b. 19-097-0-004B
- c. 19-097-0-004C
- d. 01-421-0-0012

B. Developer has previously received approvals from Tooele County, prior to the incorporation of City, to develop the Property under the development names of Erda Estates and Tealby Village. The County approved a combined total approval of 402 residential units, plus some commercial areas, pursuant to former Chapter 9 of the Tooele County Ordinances. Such development approvals remain active;

C. Developer desires to develop the Property in Erda City under the name Copper Cove, consisting of 374 units and commercial areas.

D. The Parties agree that former Chapter 9 of the Tooele County Ordinances does not provide clear processes for optimal development of the Property, and accordingly, wish to enter into this Agreement to provide clarity and certainty in development of the Property, and to vest issues such as land uses, zoning, density, streetscape, amenities, utility infrastructure, and other development objectives prior to development of the Property (“**Project**”).

E. The Parties agree that the Project as illustrated on the site plan (the “**Site Plan**”) attached hereto as exhibit “B” will result in a better-planned development, which will result in a better mix of residential and commercial uses on the Property by distributing vested residential density, school, and commercial uses into better locations.

F. Developer hereby represents to the City that it is voluntarily entering into this Agreement.

G. The City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Section 10-9a-101, *et seq.*, and specifically Utah Code Section 10-9a-532(2)(iii), its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed development, and, in the exercise of its legislative discretion, has elected to approve this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the Parties contained herein, and for other valuable consideration received, the Parties agree as follows:

1. Recitals. The Parties agree that the recitals stated above, and exhibits are incorporated into and form a part of this Agreement.

2. Site Plan. Developer will develop the Property substantially in accordance with the attached Site Plan.

3. Zoning. As of the Effective Date, the zoning designations on the Property are RR-5, C-H, C-G, as shown in the Zoning Map attached hereto as exhibit “C.” As of the Effective Date, no further zoning change or legislative action will be needed to develop the property in accordance with the Site Plan.

4. Previous Approvals. Upon full execution of this Agreement by both parties, the previous development approvals received by Developer from Tooele County shall be replaced in full by the terms hereunder. The parties intend that, if the parties do not enter into this Agreement, Developer shall continue the development in accordance with the previous vesting and under County ordinances.

5. Vested Rights.

5.1. Vesting. The Parties specifically intend and agree that this Agreement grants to the Developer “vested rights” pursuant to Utah Code § 10-9a-509 and as that term is construed in Utah’s common law. Accordingly, upon full execution by Developer and the City of this Agreement and recording this Agreement in the Office of the Tooele County Recorder, this Agreement shall vest the Developer with the right to develop the Project in accordance with this Agreement, the ordinances, policies, and standards but not procedures of the City in effect as of the date of this Agreement. The City acknowledges and approves development of the Project in several phases as described in the phasing plan (“**Phasing Plan**”) attached hereto

as exhibit “D.” The vesting of Developer’s rights to develop the Project in accordance with this Agreement, the ordinances, policies, and standards but not procedures of the City in effect as of the date of this Agreement are subject to the following exceptions:

- (a) City/Developer Agreement. City’s future laws that Developer agrees in writing to the application thereof to the Project;
- (b) State and Federal Compliance. City’s future laws which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;
- (c) Codes. City’s Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;
- (d) Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated; or,
- (e) Fees. Changes to the amounts of fees for the processing of development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule).
- (f) Compelling, Countervailing Interest. Laws, rules, or regulations that the City’s land use authority finds on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i).
- (g) Future Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected, provided any Impact Fee imposed upon Developer or any sub-developers will not exceed the uniformly assessed individual impact fee applied toward all developments within the service area where the Property is located.

5.2. Conflicts. In the event of conflict with the terms of this Agreement, State Code, and the City ordinances, the order of precedence shall be (i) shall be State Code, (ii) this Agreement, and (iii) City Ordinances.

5.3. Changes to Project. No material modifications to the Site Plan shall be made after approval by City without City Council’s written approval of such modification. For purposes of this Agreement, a material modification shall mean any modification

except (i) the location of on-site infrastructure, including utility lines and stub outs to adjacent developments, (ii) minor technical edits or inconsistencies necessary to clarify or modify documents consistent with their intended purpose (including, without limitation, the Development Standards) and waivers of the Development Standards, (iii) amendments to the phasing plan, or (iv) any modification agreed to be non-material by Developer or City Staff.

5.4. Site Plan/Phasing Plan Approval. Approval of this Agreement shall include approval of the attached Site Plan and Phasing Plan. Development will generally occur as set forth in the Site Plan and Phasing Plan.

5.5. School Parcel. Parcel #19-097-0-004A shall be set aside for the use of a school.

5.6. Phasing. The Development Property may be developed in Phases.

5.6.1. The Development will be phased as shown by the intended sequence of construction of improvements and development of plats within the Project (“Phasing Plan”) attached hereto as exhibit “D.”

5.6.2. Planning for each phase will include planning for public infrastructure and improvements to be installed with each phase, in accordance with the Phasing Plan, and as may be required as phased development proceeds.

5.7. Project Density. Developer shall be vested in and entitled to develop on the Property, through final buildout as set forth in the Site Plan.

5.8. Transfer of Units Developer may sell or transfer one or more portions of the Property to one or more sub-developers (“**Successor Developer**”), selected by Developer. Developer may do so without modification of this Agreement. The terms of such sale shall expressly include the transfer of the rights and obligations to develop the Successor Developer’s portion of the Project in accordance with this Agreement. Upon such sale Successor Developer will inure to all rights and obligations under this Agreement with respect to the portion of the Property sold to the Successor Developer will retain all rights and obligations hereunder with respect to unsold or un-transformed portions of the Property.

5.9. Unit Transfer. Any Property sold by Developer to a Successor Developer shall include the transfer of a specified portion of development units (“**Development Units**”) and, for any non-residential use, shall specify the amount and type of any such other use sold with the Property. At the recordation of a Final Plat or other document of conveyance for any Property sold to a Successor Developer, Successor Developer shall provide the City a report showing the ownership of the Property sold, the portion of the Development Units and/or other type of use transferred with the Property, the amount of the Development Units remaining with the Developer.



6. Application Approval Procedures.

6.1. Processing Under City's Code. Approval processes for development applications shall be as provided in this Agreement and the then current City Code.

6.2. City's Cooperation in Processing Development Applications. The City and Developer shall cooperate reasonably in promptly and fairly processing development applications.

6.3. City Denial of a Development Application. If the City denies a development application, the City shall specify in writing in reasonable detail the reasons the City believes that the development application is not consistent with this Agreement and/or the City's code.

6.4. City Denials of Development Applications Based on Denials from Noncity Agencies. If the City's denial of a development application is based on the denial of the development application by a non-City agency, the Developer may appeal any such denial through the appropriate authority and procedures for such a decision.

7. System Infrastructure. The Town shall not require the Developer to "upscale" any public improvements (i.e., to construct the improvements to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to the Developer are made to compensate the Developer for the costs of such upsizing.

8. Security for Improvements.

8.1. Security for Public Improvements. The completion of all improvements shall be subject to collateral requirements established by the City using forms for surety approved by the City, in compliance with State law. Any such security shall be, at the Developer's request, partially released pro rata as work proceeds, to a maximum of ninety percent (90%). Upon Substantial Completion of the On-Site or Off-Site Infrastructure, as certified by the Developer's engineers, the remainder of such security, except ten percent (10%) as security for a one (1) year warranty against defects in materials and workmanship, shall be released. At the end of the one (1) year warranty, unless the Developer has been notified by the City of any repairs required under the warranty, the remaining security shall be released to the Developer upon the City's determination that there are no further warranty repairs required. Unless otherwise required in a subsequent development Agreement, no security shall be required for any improvements that are not designated to be dedicated to the City, nor for any improvements that are constructed by a public or quasi-public entity.

8.2. Separate Security for Public Landscaping. Security for the completion landscaping requirements shall be provided only as required by State law.

9. Cable TV/Fiber Optic Service. Upon application to the City and approval of a franchise Agreement for such facilities, the Developer may install or cause to be installed underground all conduits and cable service/fiber optic lines within the Project at no expense to the City. The Developer may contract with any cable TV/fiber optic provider of its own choice and grant an exclusive access and/or easement to such provider to furnish cable TV/fiber optic services for those dwelling units or other uses on the Project, so long as the property is private and not dedicated to the public. Notwithstanding anything herein to the contrary, the City shall maintain the ability to charge and collect all taxes and/or fees with respect to such cable service and fiber optic lines as allowed under State Law.
10. Additional Easements. The Developer shall secure any necessary utility and similar easements or similar property rights (including without limitation easements for water, sewer, power, gas, telephone, etc.) from neighboring property owners in connection with the planning and development of the Property.
11. Future Property. If the Developer acquires any additional property, then such future property may be added to this Agreement if the City determines in its sole and absolute discretion that the addition of such future property is appropriate in light of its proximity to the Project, compatibility and the appropriateness of such a development pattern.
12. Impact Fees. Notwithstanding anything herein to the contrary, the City may adopt impact fees pursuant to Utah Code Section 11-36a-101 et seq. or as allowed under State Law.
13. Default.
  - 13.1. Notice. If the Developer or a Successor Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Successor Developer, then the City shall also provide a courtesy copy of the Notice to the Developer (“**Default**”).
    - 13.1.1. Contents of the Notice of Default. The notice of default shall:
      - 13.1.1.1. Specify the claimed event of Default;
      - 13.1.1.2. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in Default;
      - 13.1.1.3. Identify why the Default is claimed to be material; and
      - 13.1.1.4. If the City chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

13.1.2. Remedies. IF THE PARTIES ARE NOT ABLE TO RESOLVE THE DEFAULT THROUGH GOOD FAITH NEGOTIATIONS OR THROUGH MEDIATION (WHICH BOTH PARTIES AGREE TO SUBMIT TO UPON THE REQUEST OF THE OTHER PARTY), THEN THE SOLE REMEDY AVAILABLE TO A PARTY HEREUNDER SHALL BE THAT OF SPECIFIC PERFORMANCE AND DEVELOPER, SUCCESSOR DEVELOPER AND THE DEFAULTING PARTY SHALL NOT BE ENTITLED TO ANY CLAIM FOR ANY MONETARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR FOR ANY OTHER REASON. PROVIDED, HOWEVER, THE CITY MAY DRAW ON ANY SECURITY POSTED OR PROVIDED IN CONNECTION WITH THE PROJECT AND RELATING TO REMEDYING OF THE PARTICULAR DEFAULT AND WITHHOLD ALL FURTHER REVIEWS, APPROVALS, LICENSES, BUILDING PERMITS AND/OR OTHER PERMITS FOR DEVELOPMENT OF THE PROJECT IN THE CASE OF A DEFAULT BY THE DEVELOPER, OR IN THE CASE OF A DEFAULT BY A SUCCESSOR DEVELOPER, DEVELOPMENT OF THOSE PARCELS OWNED BY THE SUCCESSOR DEVELOPER UNTIL THE DEFAULT HAS BEEN CURED.

13.2. Extended Cure Period. If any Default cannot be reasonably cured within sixty (60) days, then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

14. Miscellaneous.

14.1. Authority. The Parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement.

14.2. Controlling Laws. Development of the Property will proceed in accordance with this Agreement, the laws of the State of Utah and the Codes and Ordinances of Erda City in effect as of the date an application is made, unless otherwise specified herein.

14.3. Term of Agreement. The term of this Agreement shall be until the tenth anniversary of the Effective Date. If as of that date the Developer has not been declared to be in default, or if any such declared default is not being cured as provided therein, then this Agreement shall be automatically extended until the fifteenth anniversary of the Effective Date.

14.4. Amendment. Any future amendments to this Agreement shall be in writing and signed by the Developer (or a duly appointed agent of the Developer) and a duly authorized representative of the City.

- 14.5. Assignability. Except as provide below neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer and shall not be unreasonably withheld. Developer's transfer of all or any part of the Property to any entity controlled by Developer, Developer's entry into a joint venture for the development of the Project, or Developer's pledging of part or all of the Project as security for financing shall not be deemed to be an "assignment" subject to the above-referenced approval. Developer shall give the City notice of any event specified in this sub-section within ten (10) days before the event occurs. Such notice shall include providing the City with all necessary contact information.
- 14.6. Binding Effect. This Agreement shall be deemed to run with the Property and shall be binding upon and inure to the benefit of the heirs and assigns of the parties hereto, and to any entities resulting from the reorganization, consolidation, or merger of any party hereto.
- 14.7. Notices. Any notices, requests and demands required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom the same is directed or three (3) days after being sent by United States mail, certified or registered mail, postage prepaid, addressed to such party's address set forth next to such party's signature below. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this Section.
- 14.8. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 14.9. Integration. This Agreement constitutes the entire understanding and Agreement between the parties, and supersedes any previous Agreement, representation, or understanding between the parties relating to the subject matter hereof.
- 14.10. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court or competent jurisdiction, then such a judgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 14.11. Waiver. Any waiver by any party hereto of any breach of any kind or

character whatsoever by the other party, whether such waiver be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement on the part of the other part.

14.12. Governing Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Utah.

14.13. Further Documentation. This Agreement is entered into by both parties with the recognition and anticipation that subsequent Agreements implementing and carrying out the provisions of this Agreement may be necessary. The parties agree to negotiate in good faith with respect to all such future Agreements.

14.14. Estoppel Certificate. If no default has occurred in the provisions of this Agreement and upon twenty (20) days prior written request by the Developer or a Successor Developer, the City will execute an estoppel certificate to any third party, certifying that the Developer or a Successor Developer, as the case may be, at that time is not in default of the terms of this Agreement.

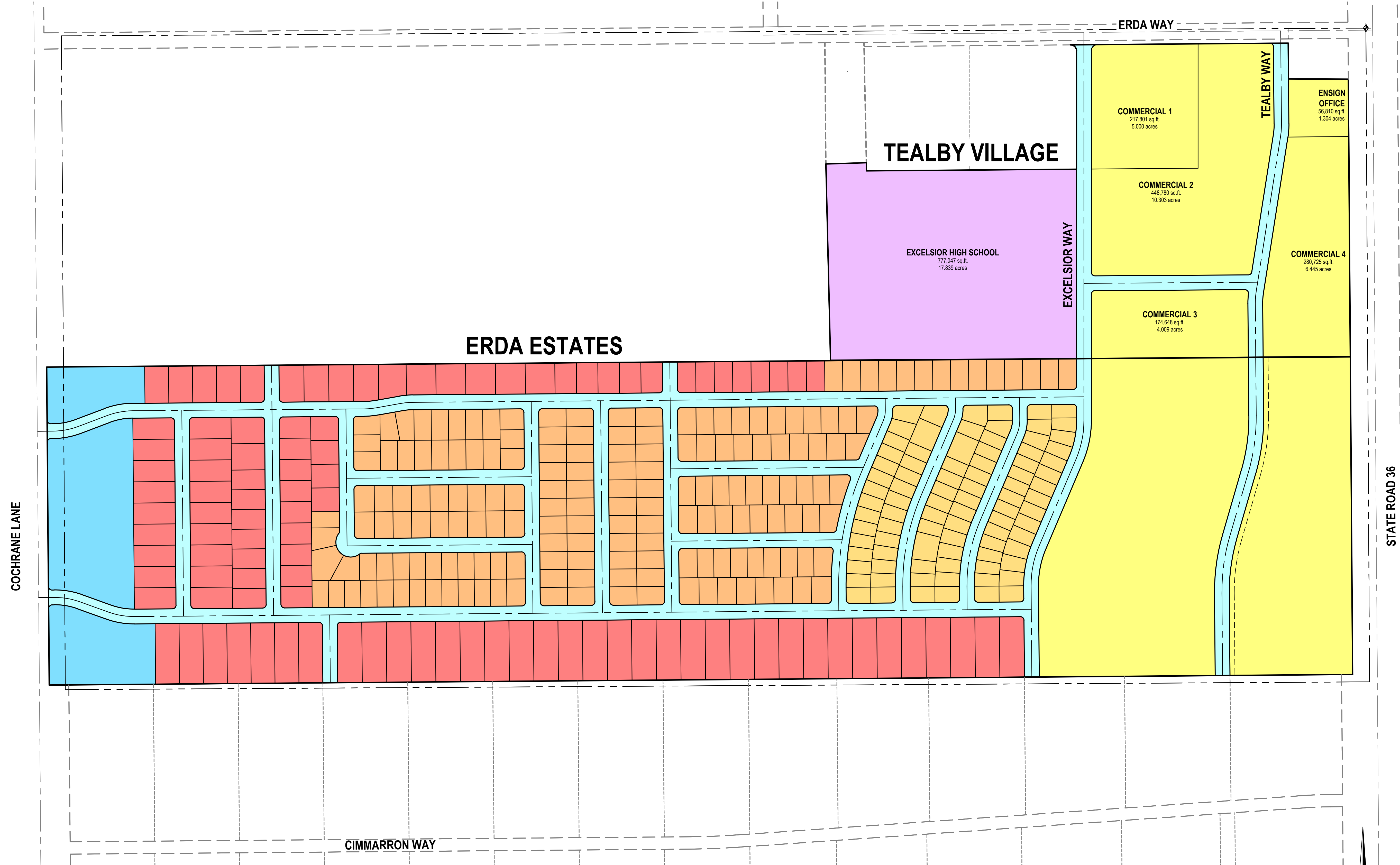
14.15. No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and the Developer.

14.16. Mutual Drafting. Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against either party based on which party drafted any particular portion of this Agreement.

14.17. Authority. The parties to this Agreement each warrant that they have all of the necessary authority to execute this Agreement. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this Agreement lawfully binding the City pursuant to and is further certified as to being lawful and binding on the City by the signature of the City Attorney.

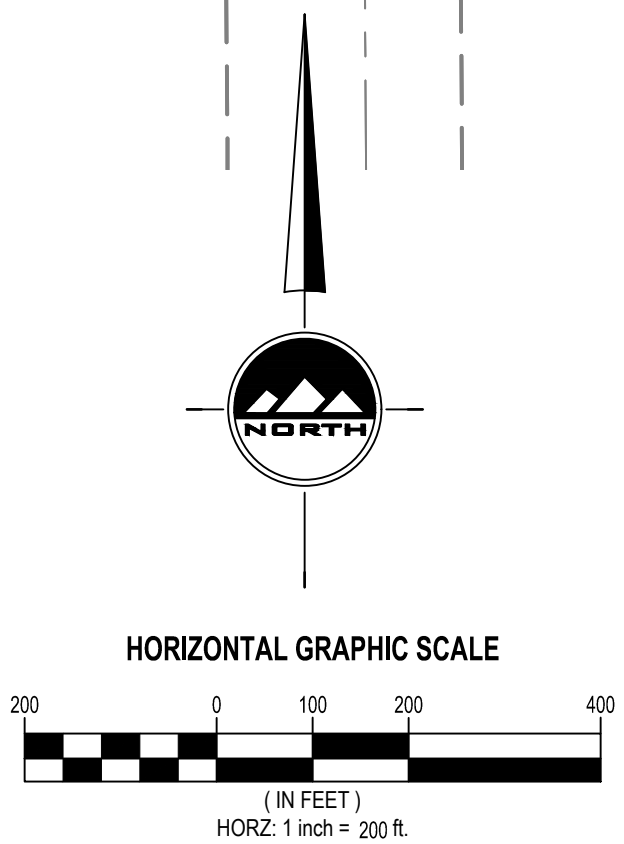
14.18. Clearly Established State Law. The Developer acknowledges and agrees that this Agreement does not restrict the Developer's rights under clearly established state rights as contemplated in Utah Code Section 10-9a-532(c).

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first written above.



ERDA ESTATES AREA CALCULATIONS TABLE			
DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED
(91) 5,000 SQ. FT. (MINIMUM) LOTS (1-91)	503,640 sq. ft.	11.562 acres	7.39%
(180) 8,000 SQ. FT. (MINIMUM) LOTS (92-271)	1,467,350 sq. ft.	33.686 acres	21.52%
(103) 9,000 - 24,747 SQ. FT. LOTS (272-374)	1,379,670 sq. ft.	31.673 acres	20.23%
(3) AGRICULTURAL PRESERVE PARCELS	400,073 sq. ft.	9.184 acres	5.87%
COMMERCIAL PARCELS	1,430,032 sq. ft.	32.829 acres	20.97%
ROAD DEDICATION	1,267,768 sq. ft.	29.104 acres	18.59%
OPEN SPACE	369,758 sq. ft.	8.488 acres	5.42%
TOTAL SITE	6,818,291 sq. ft.	156.526 acres	100.00%

TEALBY VILLAGE AREA CALCULATIONS TABLE			
DESCRIPTION	AREA PROPOSED (sq. ft.)	AREA PROPOSED (acres)	PERCENTAGE PROPOSED
COMMERCIAL PARCELS	1,178,764 sq. ft.	27.061 acres	54.87%
EXCELSIOR HIGH SCHOOL	777,047 sq. ft.	17.839 acres	36.17%
ROAD DEDICATION	192,372 sq. ft.	4.416 acres	8.96%
TOTAL SITE	2,148,183 sq. ft.	49.315 acres	100.00%

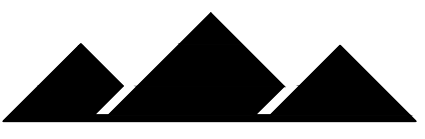


TOOELE COUNTY PLANNING COMMISSION

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BY THE TOOELE COUNTY PLANNING COMMISSION.

CHAIR, TOOELE COUNTY PLANNING COMMISSION



EN SIGN

THE STANDARD IN ENGINEERING

TOOELE

169 N. Main Street, Unit 1  
Tooele, UT. 84074  
Phone: 435.843.3590

SALT LAKE CITY

Phone: 801.255.0529

LAYTON

Phone: 801.547.1100

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

FOR:  
IRONWOOD REAL ESTATE LLC.  
1392 PASS CANYON ROAD  
ERDA, UTAH 84074

CONTACT:  
JOE WHITE  
PHONE: 435-830-3642

COPPER COVE

ERDA WAY

ERDA, UTAH

CONCEPT

PROJECT NUMBER  
T1895D

PRINT DATE  
2023-10-11

DRAWN BY  
R. FISH

CHECKED BY  
J. CLEGG

PROJECT MANAGER  
J. CLEGG

1 of 4

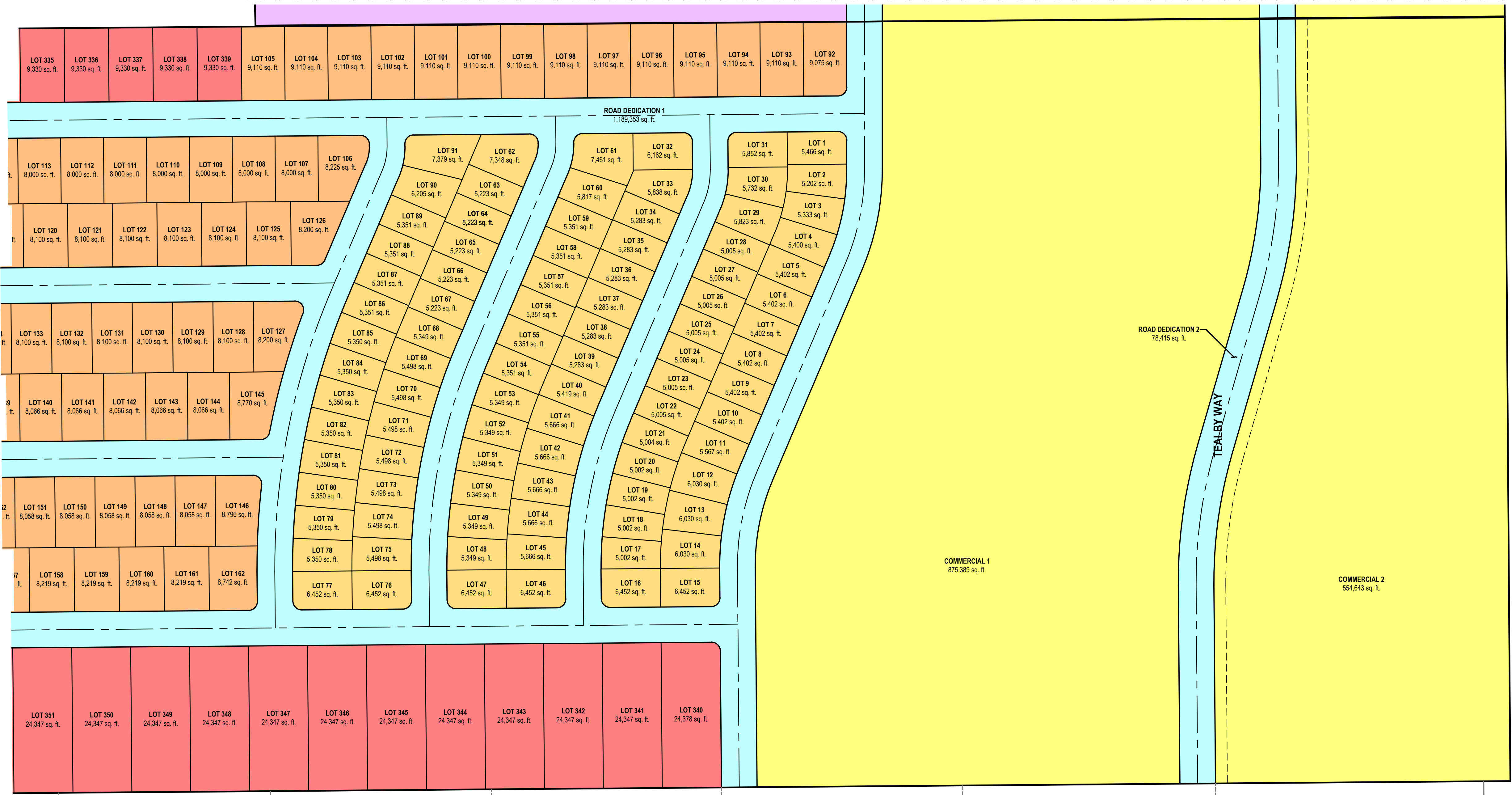


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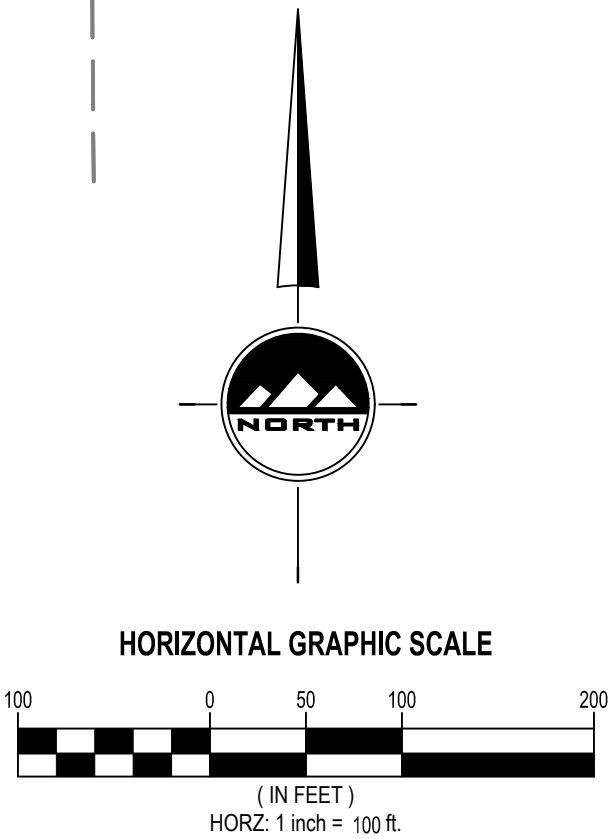
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CHAIR, TOOELE COUNTY PLANNING COMMISSION

**EN SIGN**  
THE STANDARD IN ENGINEERING

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FOR:  
IRONWOOD REAL ESTATE LLC.  
1392 PASS CANYON ROAD  
ERDA, UTAH 84074

CONTACT:  
JOE WHITE  
PHONE: 435-830-3642

**COPPER COVE**

**ERDA WAY**

**ERDA, UTAH**

CONCEPT

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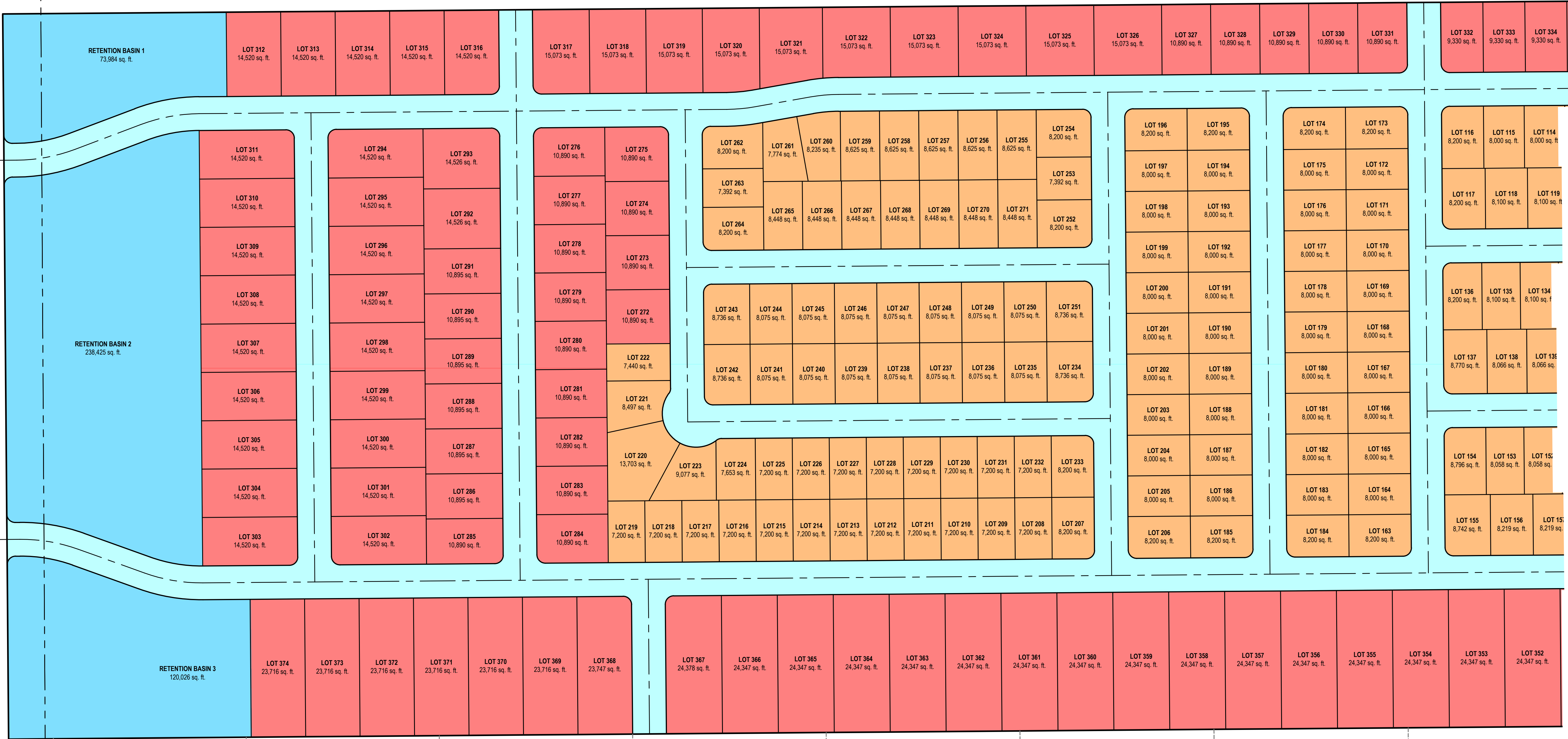
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R. FISH

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PROJECT MANAGER  
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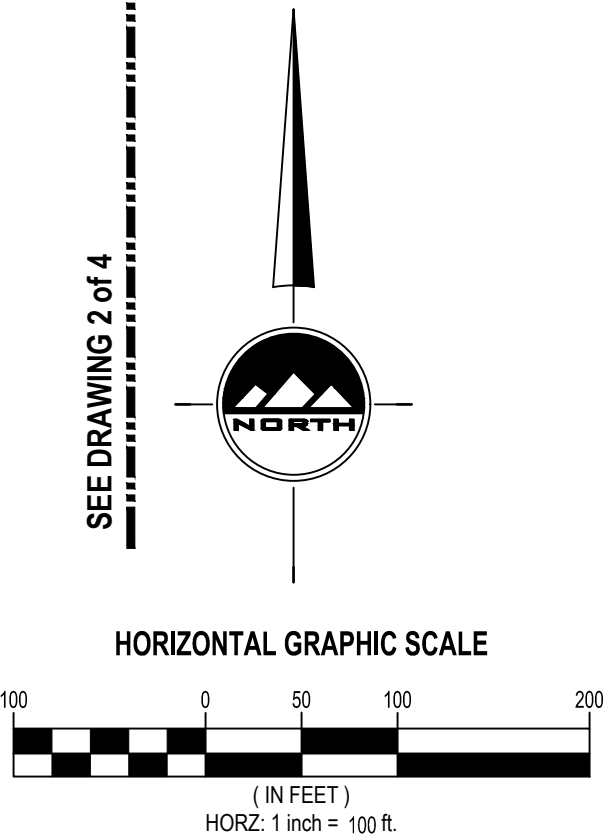


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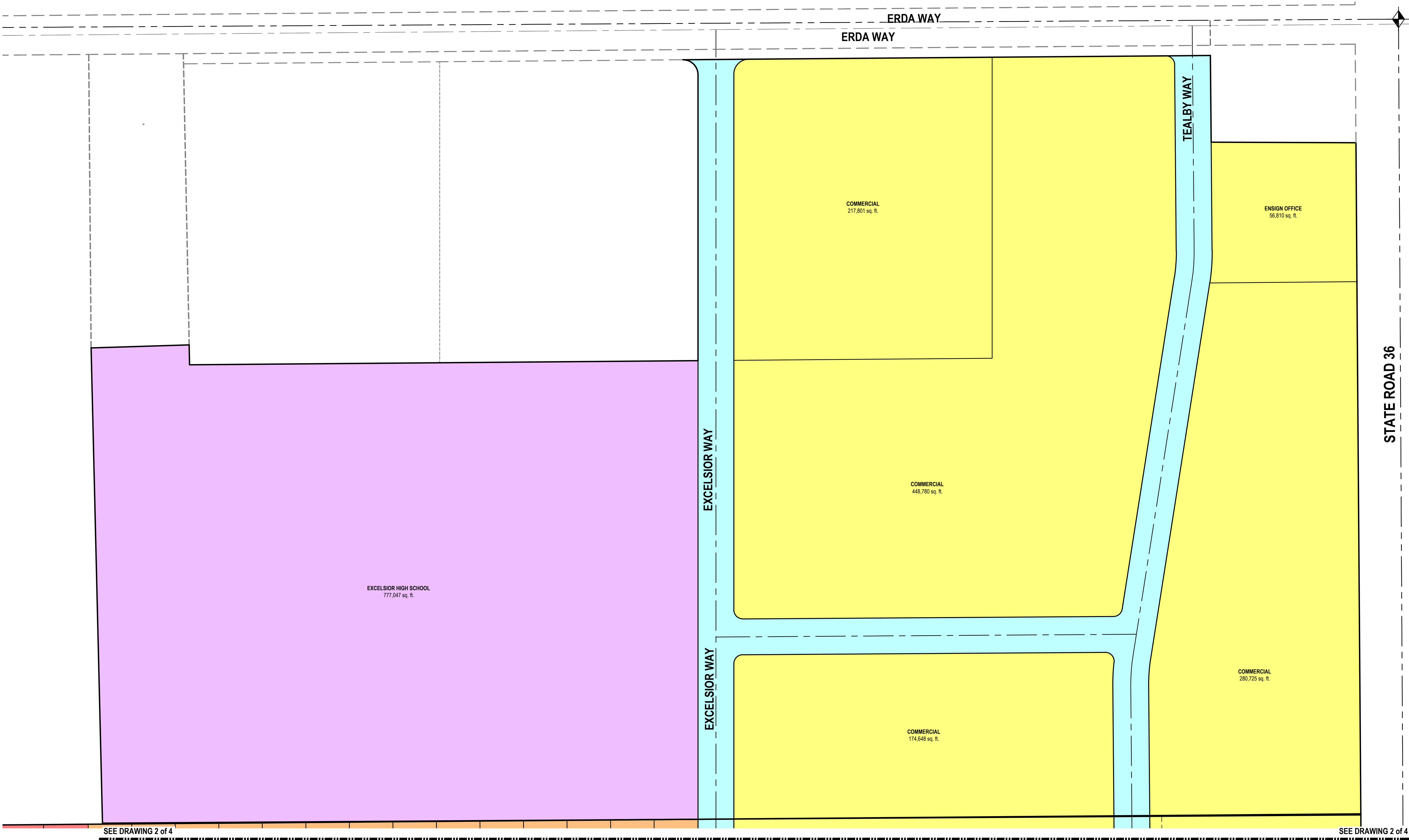
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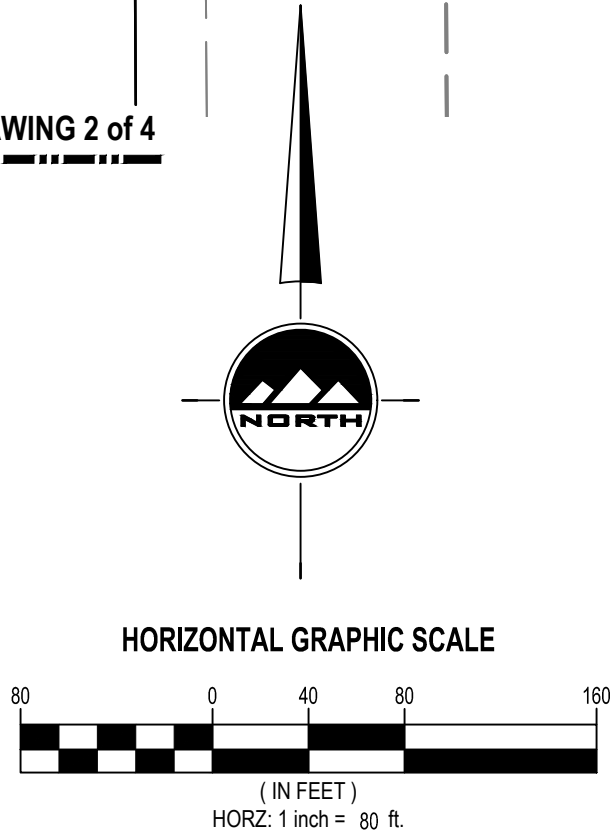


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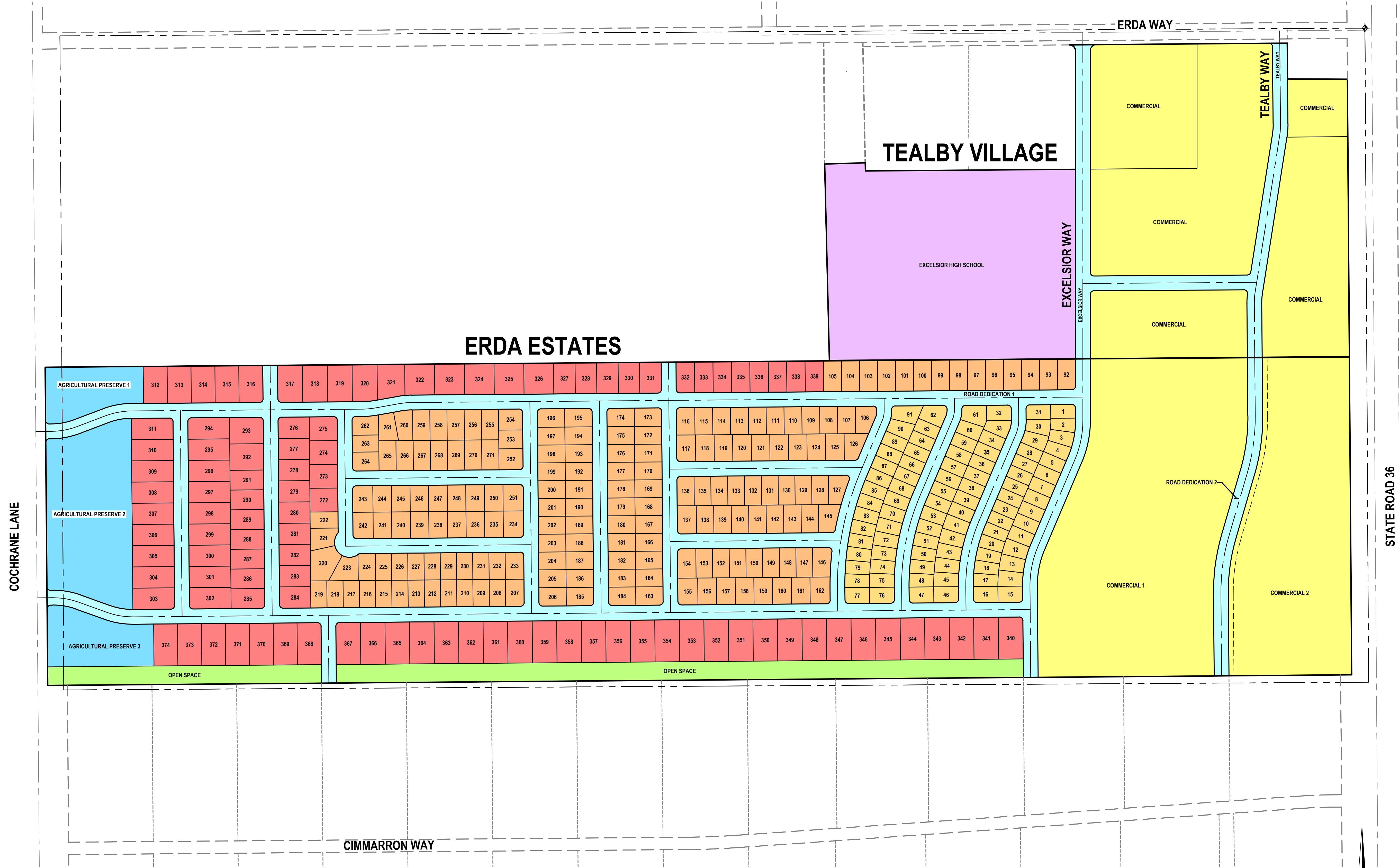
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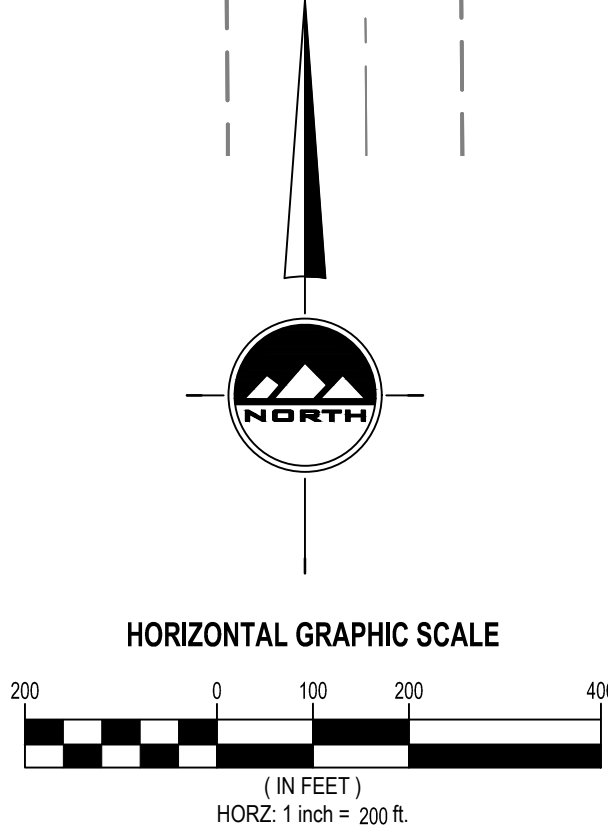
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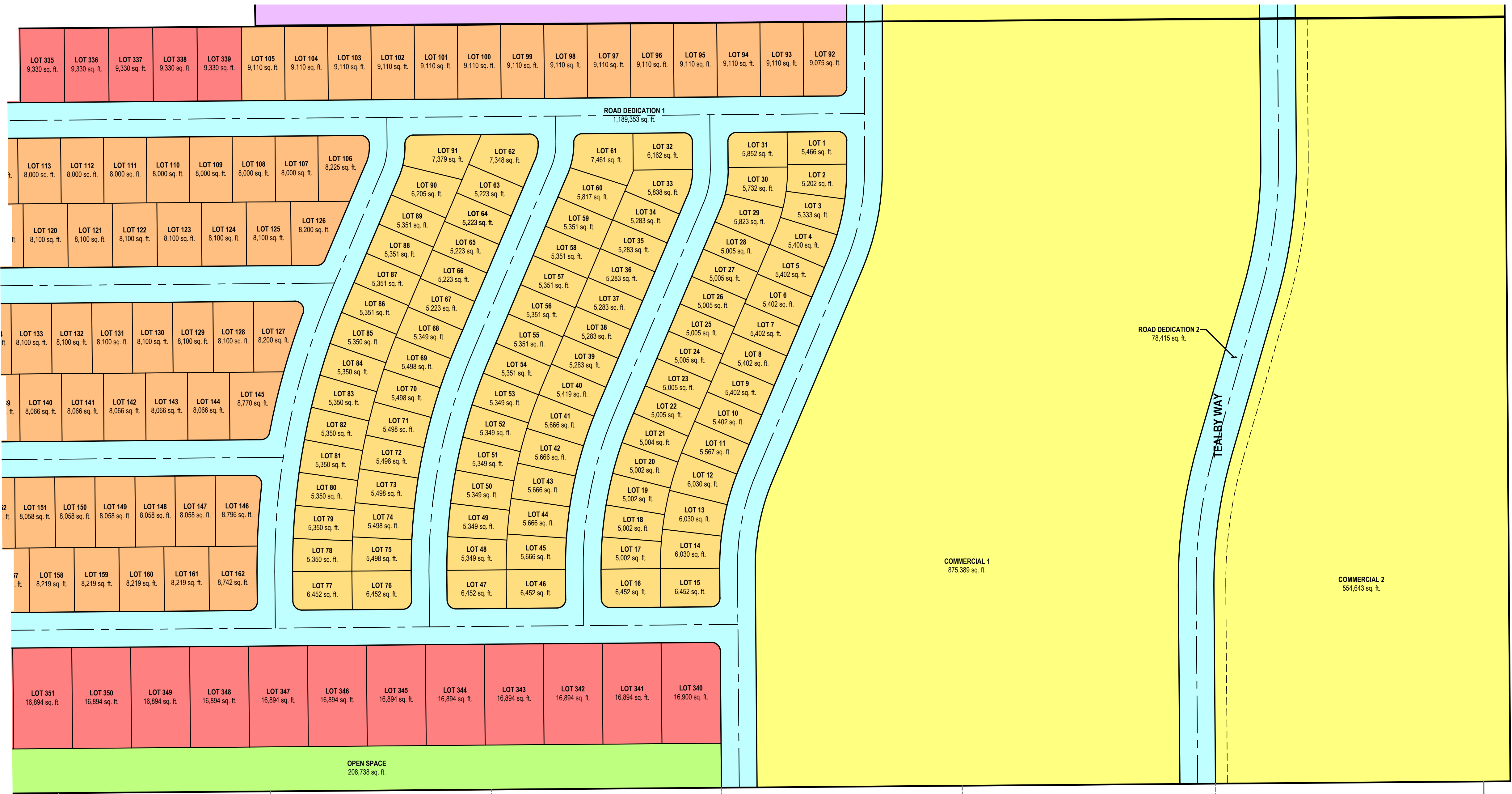


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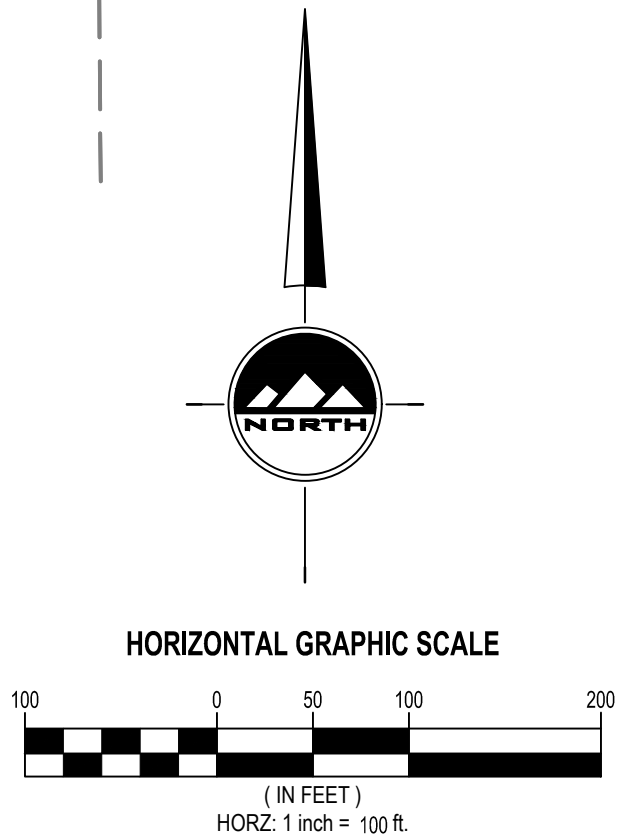
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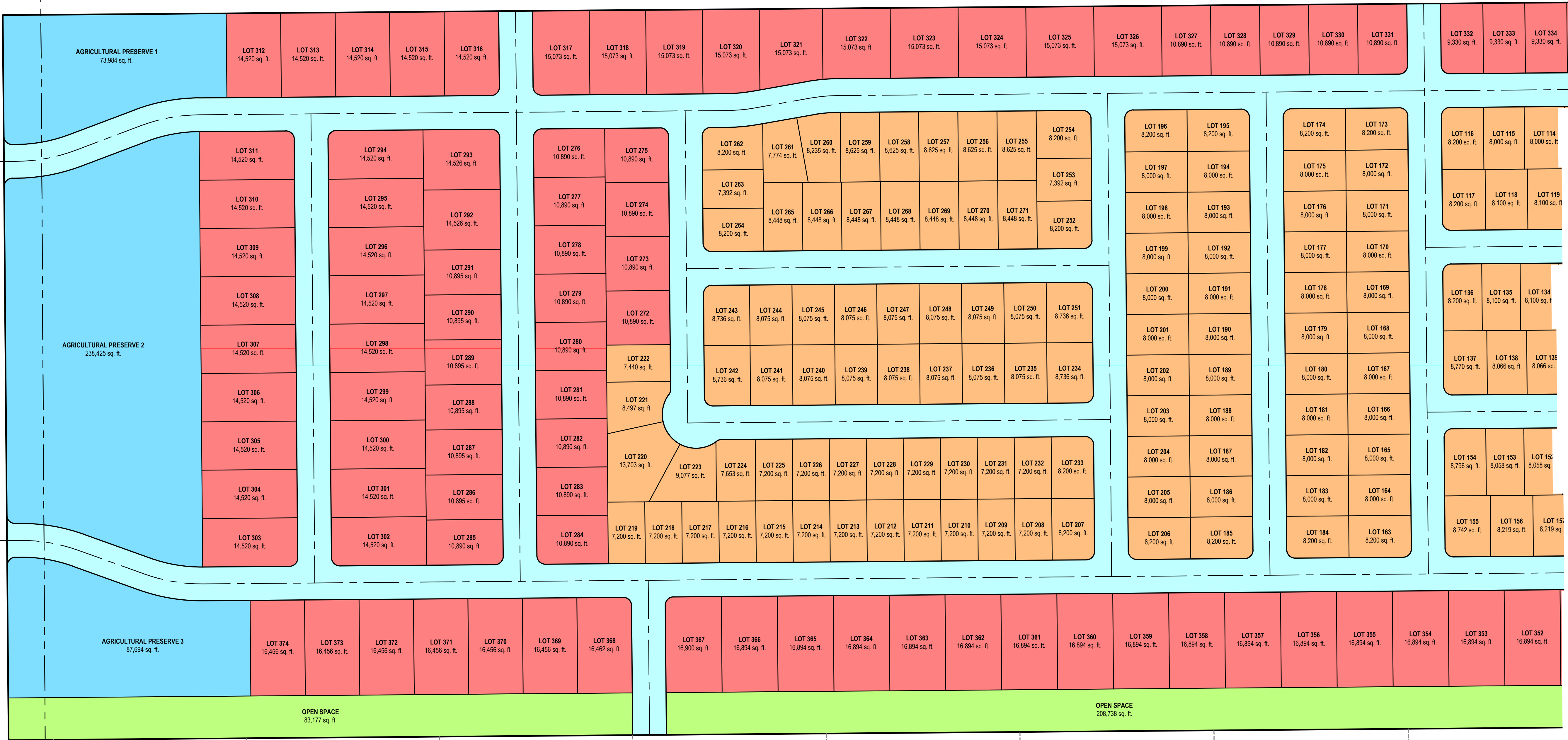
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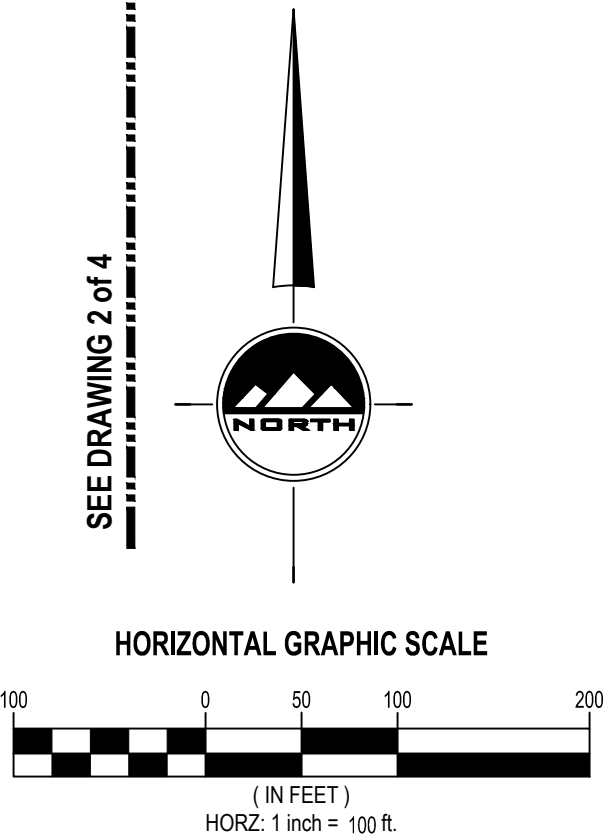


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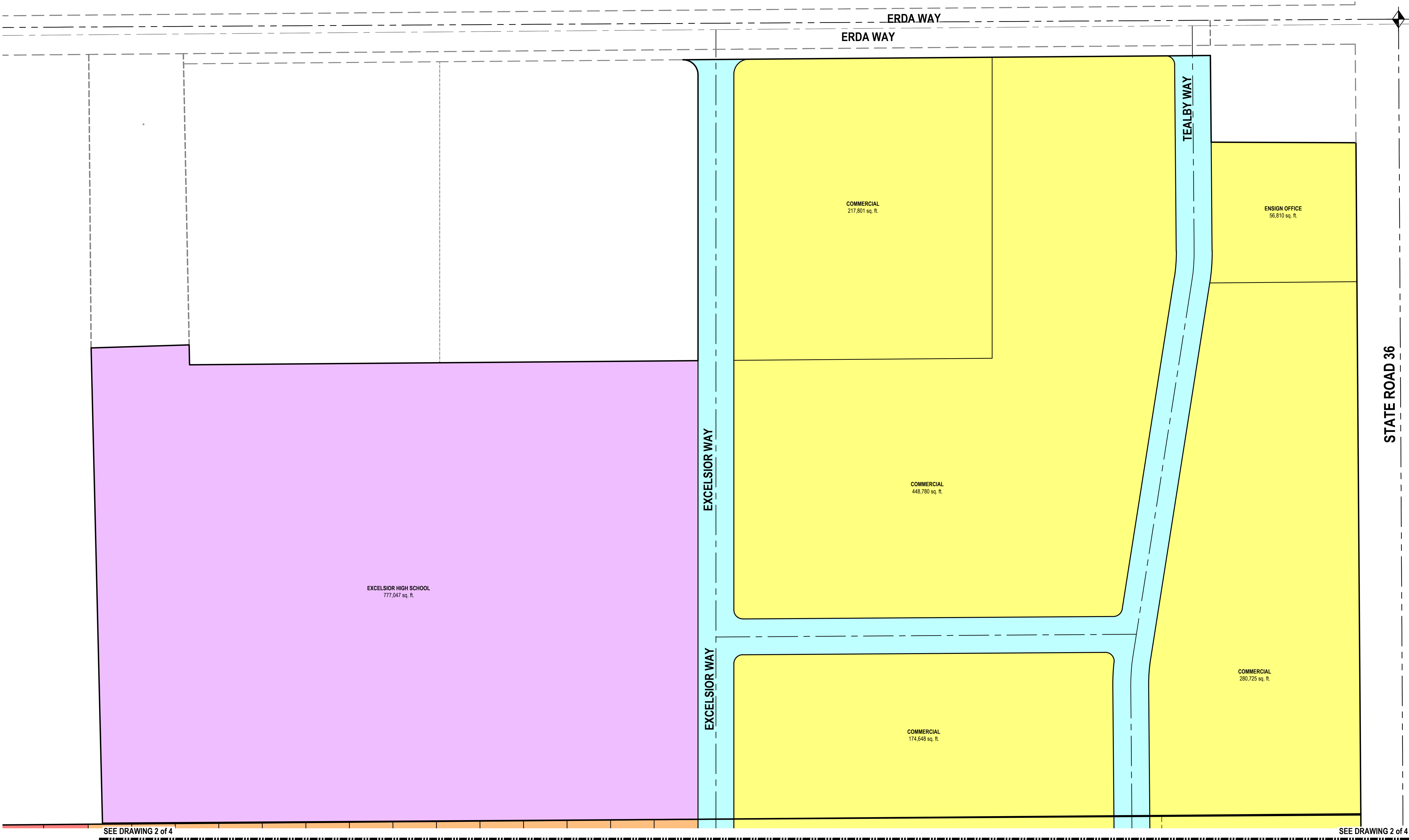
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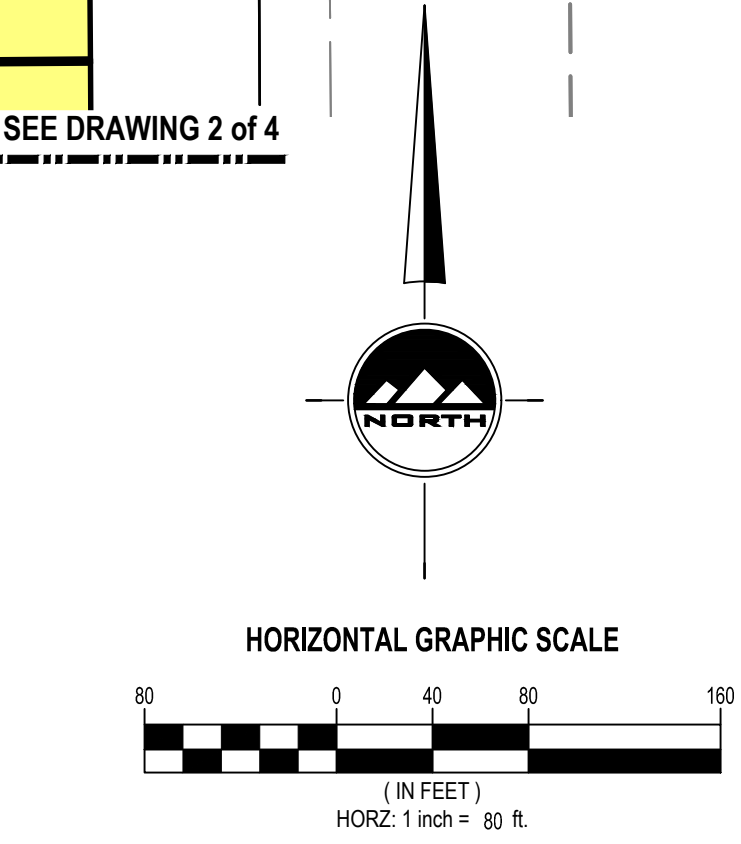
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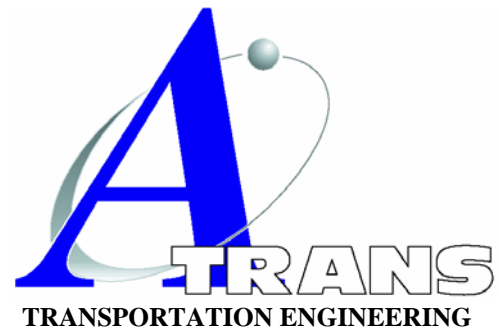
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October 32018



RE: Tealby Village – Erda, UT

Tealby Village is a proposed 500 single family home development with 5 acres or 50,000 sf of commercial office space located on the southwest corner of Erda Way and SR 36 in Erda, UT. The site extends to Cochrane Lane and is proposing four access points for the residential development and one business access for the proposed professional office. Figure One shows the proposed area and Figure Two shows an initial site plan.



**Figure One: Site Locations**

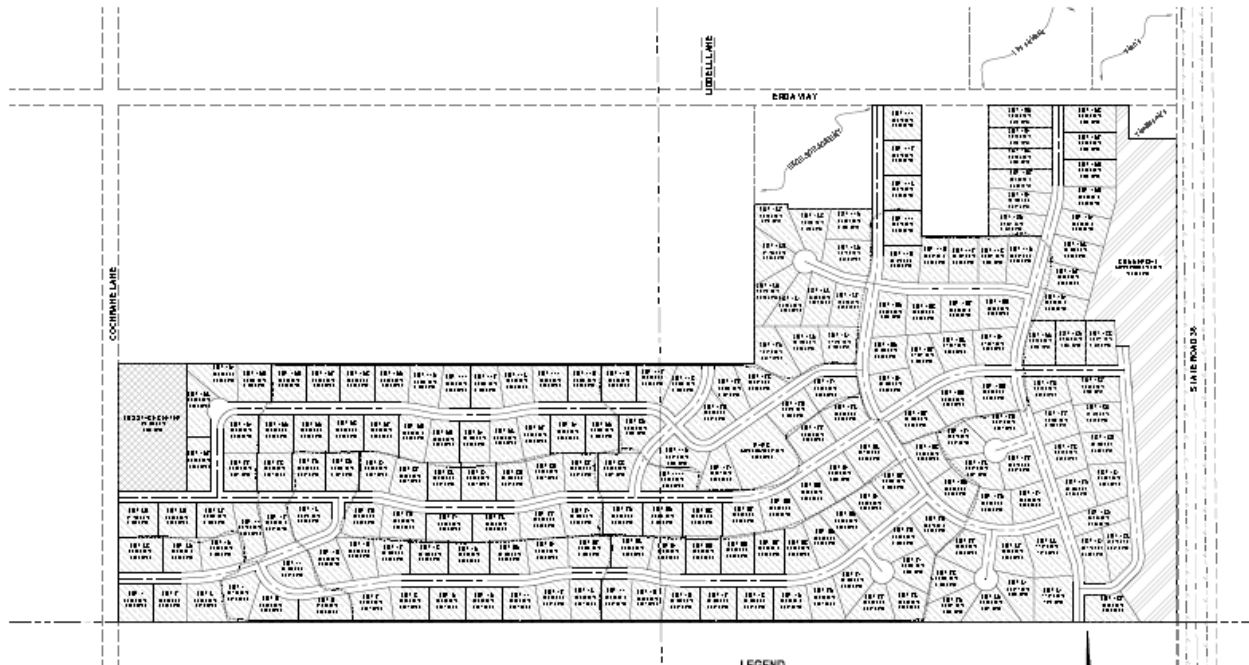


Figure Two: Site Plan

Based on the ITE Trip Generation Manual, 10<sup>th</sup> Edition, the projected traffic for the site is based on land use and square footages. Applying these values generates 466 AM peak trips, 618 PM peak trips and 5,530 daily trips.

### Land Use Trip Generation Projections

ITE 10th Ed	Size	Land Use	Trip Rate			Trips		
			AM	PM	Daily	AM	PM	Daily
Townhomes	500	210	0.74	0.99	9.44	370	495	4720
Professional Office	50,000	712	1.92	2.45	16.19	96	123	810
<b>Total</b>						<b>466</b>	<b>618</b>	<b>5530</b>

According to Traffic on Utah Highways, Erda Way carries approximately 3,500 trips a day. The proposed development represents a substantial increase in traffic relative to the current level however, the capacity of the roadway is approximately 15,000 ADT. Therefore, once this development is built, Erda Way is projected to carry an estimated 9,000 ADT. This would be operating at 60% of the roadway capacity which still represents a Level of Service A. The surrounding roadway infrastructure has available capacity to accommodate the traffic generated by the site.

Please contact me with any questions.

Sincerely,  
A-Trans Engineering

Joseph Perrin, PhD, PE, PTOE  
Principal