



ZM-23-008

Staff Report

Meeting Date: First Reading: February 12, 2024

Applicant: Scott Adams

Re: Rezone from A-1 to R-1-5 & Subdivision Amendment

Property Address: 4728 S Redtail Hawk Bay & 1190 Bonner Way

Zone: R-1-5

Prepared By: Katie Larsen, Planner

Scope of Decision: **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council and the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

The applicant, Scott Adams, has filed a rezone application with the City and a subdivision amendment application for the properties located at 4728 S Redtail Hawk Bay & 1190 Bonner Way. The applicant resides at 4728 Redtail Hawk Bay and wishes to adjust their rear property line with 1190 Bonner Way. There is no new development associated with this project.

The property on Bonner Way is currently zoned A-1 while the property on Redtail Hawk Bay is zoned R-1-5. These properties share a rear property line. Section 18.02.020(C) of the Millcreek Municipal Code states that "Each lot must be contained entirely within a single zoning district." Due to this, the northern property on Bonner Way, which is zoned A-1, must be rezoned to R-1-5 for the lot lines to be adjusted.

Another discrepancy lies in the fact that the southern property addressed at 4728 S Redtail Hawk Bay is within the 'Hawk Park 2' recorded subdivision while the northern property addressed at 1190 Bonner Way is within the 'Convast 1' recorded subdivision. For both properties' lot lines to be adjusted, a subdivision amendment was required, and approved by the planning commission on January 17, 2024.

GENERAL PLAN CONSIDERATIONS

GOAL N-2: Strive for a variety of housing choices in types, styles, and costs of housing throughout Millcreek.

Strategy 1.5. Promote the maintenance and improvement of the existing housing stock and allow for remodeling, expansion, and additions as appropriate in the area to accommodate the changing sizes and varieties of household types.

By rezoning this property, it will help both properties, in that, the Redtail Hawk Bay property will have more backyard area, but also, the Bonner Way property will now have R-1 zoning, which is less restrictive than the A-1 zoning designation. The R-1 zoning designation is more reflective of the neighborhood character near the Bonner Way property, as there are no remaining agricultural uses in the area. See the zoning map in the exhibits.

FUTURE LAND USE

The future land use map designates this area as 'Neighborhood 1' which is described in the general plan as primarily featuring single-family detached homes. The rezoning of the property addressed at 1190 E Bonner Way from A-1 to R-1-5 will not be at odds with the future land use map found in the Millcreek General Plan.

PLANNING STAFF FINDINGS AND CONCLUSIONS

Findings

1. The property at 4725 Redtail Hawk Bay is zoned R-1-5 and is approximately .13 acres or about 5,600 square feet.
 - a. The lot line adjustment will increase the property's size to .15 acres or about 6,600 square feet.
2. The property at 1190 Bonner Way is zoned A-1 and is approximately .23 acres or about 10,000 square feet.
 - a. The lot line adjustment will decrease the property's size to .20 acres or about 8,900 square feet.
3. Property at 4728 S Redtail Hawk Bay is within the Hawk Park 2 recorded subdivision while the northern property addressed at 1190 Bonner Way is within the Convest 1 recorded subdivision. For both of the properties' lot lines to be adjusted, a subdivision amendment is required that will alter the border of both recorded subdivisions.
4. A neighborhood meeting was held on December 27th at 4728 S Redtail Hawk Bay to inform neighbors of the proposal. A total of 5 people came to the meeting with questions as to what was happening but had no real concerns.
5. Property owners within the subdivisions were notified and no feedback has been received from staff.
6. The item was heard by Millcreek Community Council and unanimously approved.
7. The item was heard by The Planning Commission and unanimously approved.
8. The property owners do not plan on further development.
9. Public Utility easements will not be affected by the proposed adjustment.
10. Amending the recorded subdivisions did not create any new lots, will not create any new nonconformities, and will be compliant with all other applicable regulations and requirements found elsewhere in the Millcreek Municipal and Zoning Code.

Conclusions

1. For the property's lot lines to be adjusted they must be in the same zone and recorded subdivision.
2. Each lot must be contained entirely within one zoning district meaning that a rezone application must be run concurrently with a subdivision amendment so that the properties can be combined without creating a nonconformity.
3. The planning commission approved the subdivision amendment contingent on the rezone being approved by the city council.
4. Granting this rezone will not have a negative effect on surrounding properties.
5. Granting a rezone does not go against goals in the general plan or the future land use map.
6. The rezone will not allow for additional density and will not be used to develop the land further.
7. All development will be required to meet the minimum zoning and land use ordinances, which the current uses do.

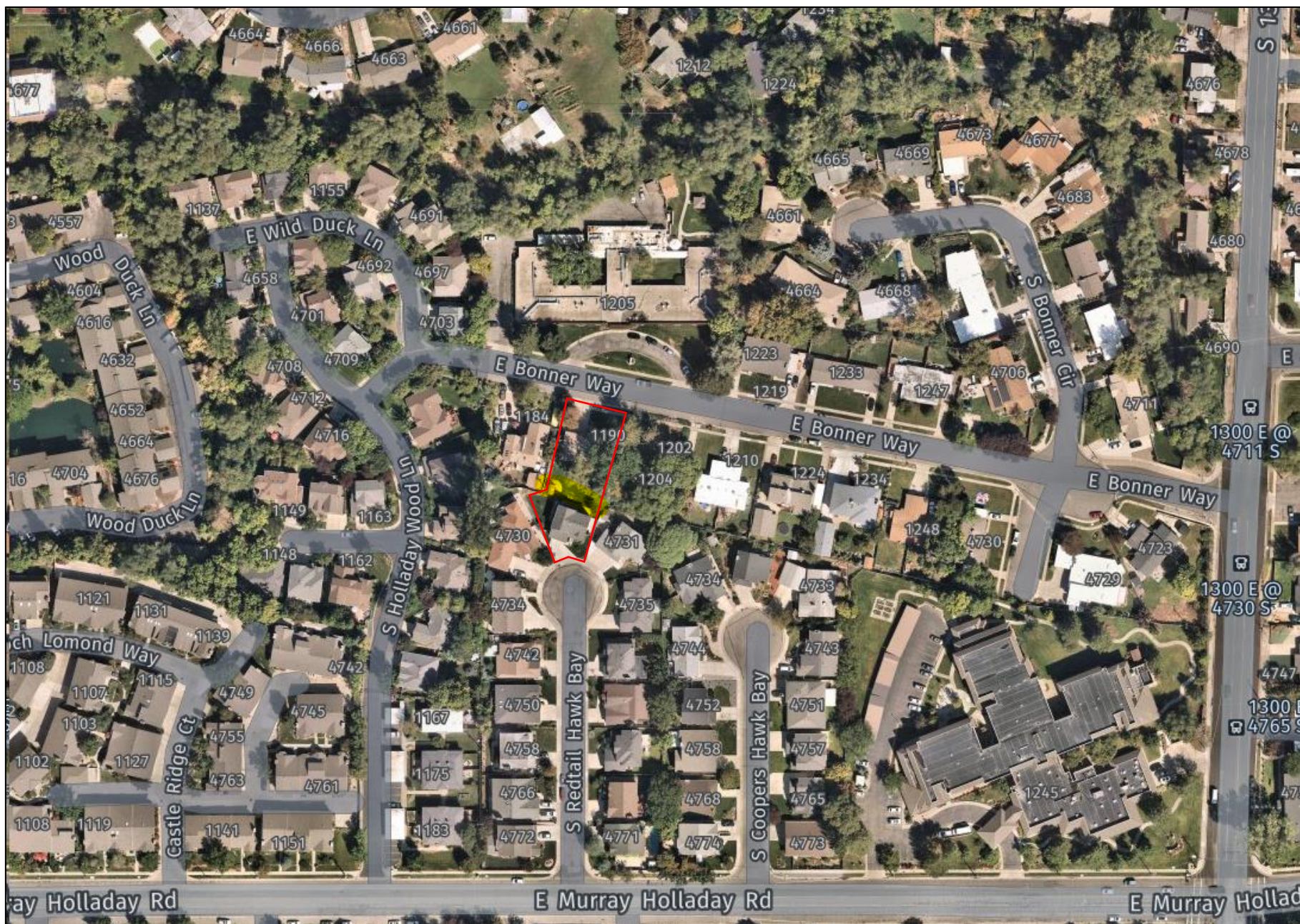
PLANNING STAFF RECOMMENDATION

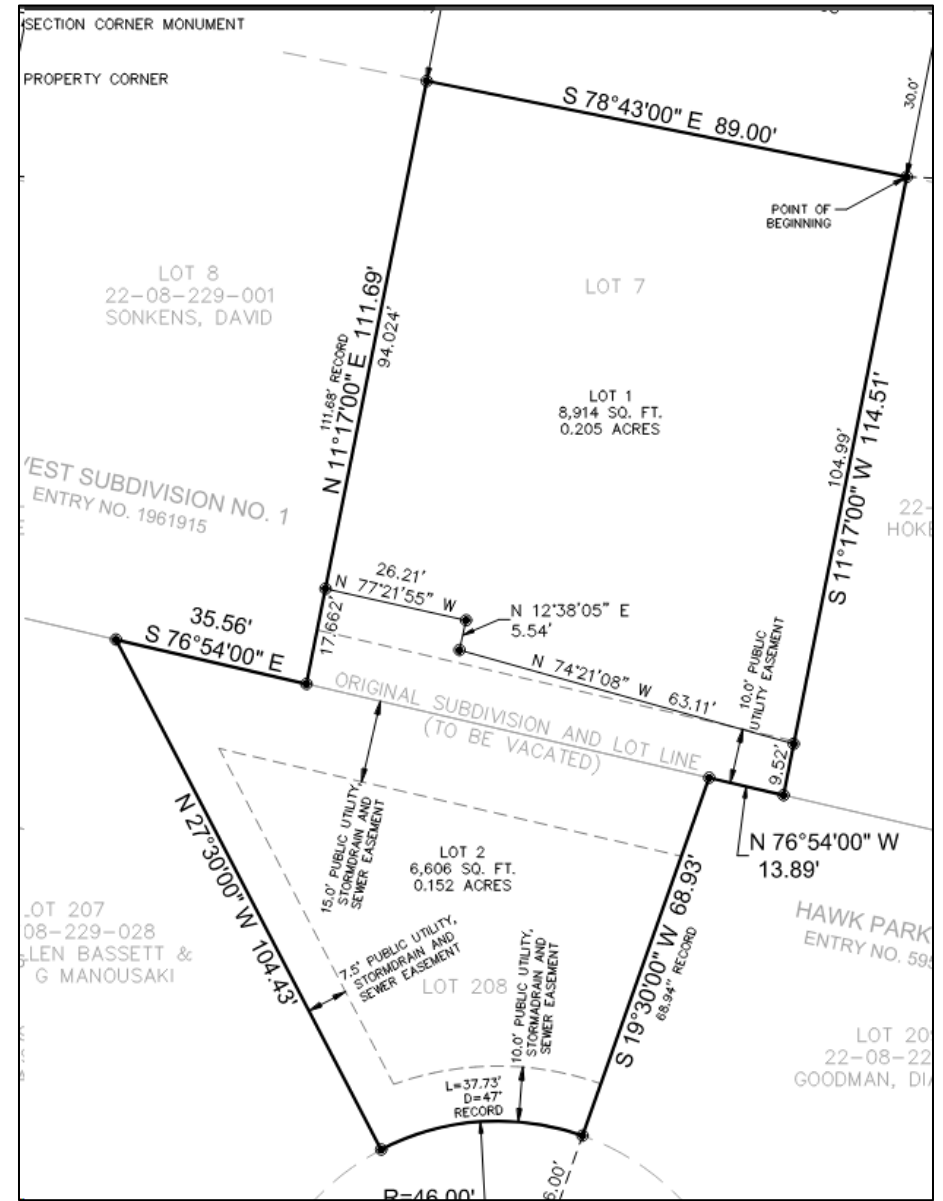
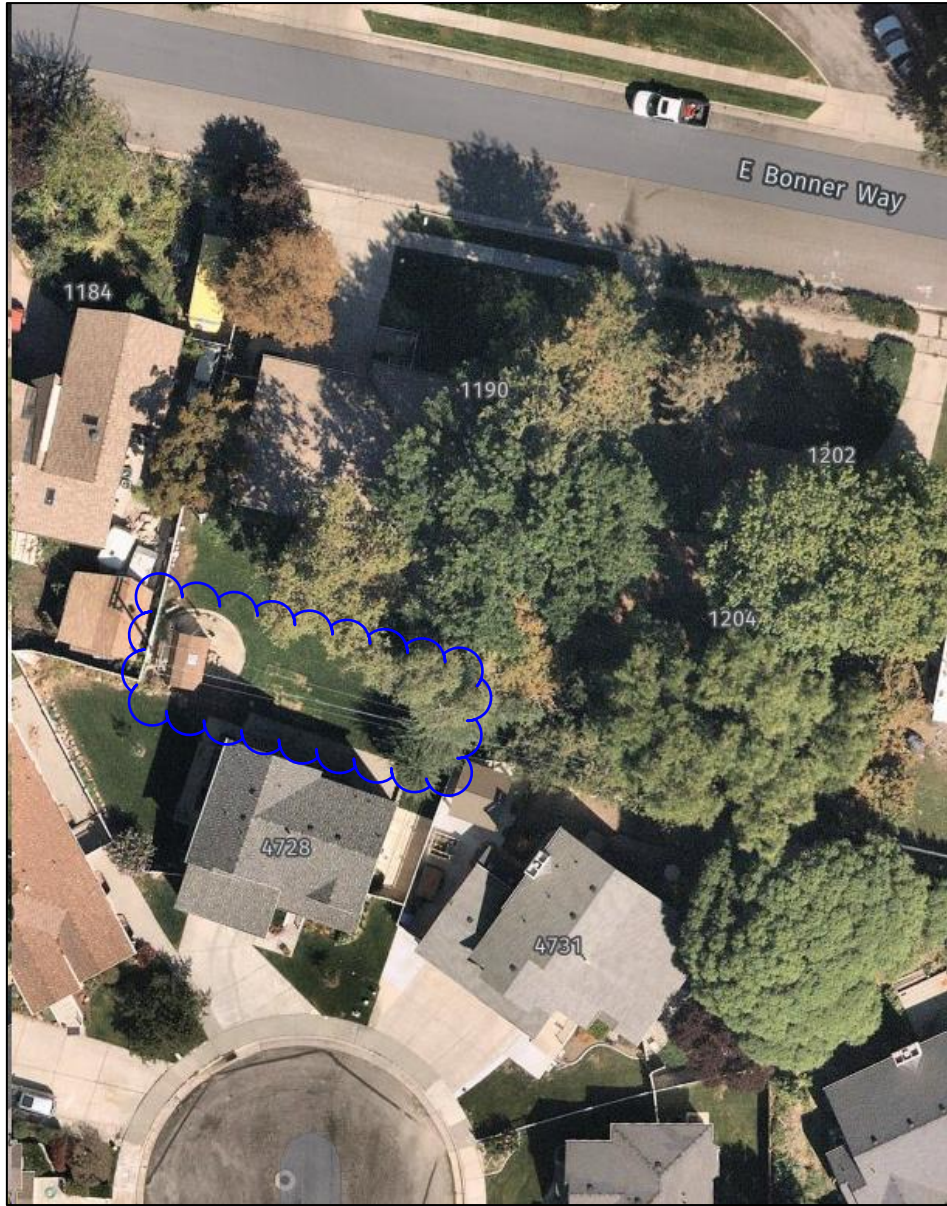
Based on the findings and conclusions listed within the report, staff recommends that the Millcreek City Council take comments at the public meeting and approve the rezone, application file number, ZM-23-008, per the proposed plans.

SUPPORTING DOCUMENTS

- **Record of Survey**
- **Exhibits**
- **Application Material**







**MILLCREEK, UTAH
ORDINANCE NO. 24-01**

**AN ORDINANCE AMENDING TITLE 19 OF THE MILLCREEK CODE OF
ORDINANCES BY AMENDING CHAPTER 19.04 DEFINITIONS, REPEALING
CHAPTERS 19.08, 19.10, AND 19.12, AND ENACTING A REVISED CHAPTER 19.12
FORESTRY RECREATION ESTATE (FRE) ZONE.**

WHEREAS, the Millcreek Council (“Council”) met in a special session on February 12, 2024 to consider among other things, approving an ordinance amending Title 19 of the Millcreek Code of Ordinances by amending Chapter 19.04 Definitions, repealing Chapters 19.08, 19.10, and 19.12, and enacting a revised Chapter 19.12 Forestry Recreation Estate (FRE) Zone; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may amend any provision of a land use regulation; and

WHEREAS, Millcreek (“City”) has adopted a comprehensive zoning ordinance (“Zoning Ordinance”); and

WHEREAS, City staff, City consultants, and other persons have recommended that the Council amend various provisions of the Millcreek Code of Ordinances, and repeal and reenact Chapter 19.12 of the Millcreek Code of Ordinances, with respect to Forestry and Recreation Zones; and

WHEREAS, Utah Code Ann. § 10-9a-502 provides planning commission shall provide notice as required by Subsection 10-9a-205(1)(a) and, if applicable, Subsection 10-9a-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on March 17, 2023, the required notice was published; and

WHEREAS, on April 12, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on April 19, 2023, the planning commission held the required public hearing with respect to amending various sections of Title 19 of the Millcreek Code of Ordinances; and

WHEREAS, at the April 19, 2023, planning commission meeting the Millcreek Planning Commission recommended repealing and reenacting the Subdivision Ordinance; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such amendment, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on May 3, 2023, the Council caused the required notice to be given; and

WHEREAS, on May 8, 2023, the Council considered amending Title 19 of the Millcreek Code of Ordinances by amending Chapter 19.04 Definitions, repealing Chapters 19.08, 19.10, 19.12, and enacting a revised Chapter 19.12 Forestry Recreation Estate (FRE) Zone.

NOW, THEREFORE, BE IT ORDAINED by the Council that Chapter Title 19 of the Millcreek Code of Ordinances is hereby amended in the form attached as Exhibit A.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Council that Chapter 19.12 of the Millcreek Code of Ordinances be amended in the form attached as Exhibit B, which repeals Chapters 19.08, 19.10, 19.12, and enacts the Forestry Recreation Estate (FRE) Zone.

This Ordinance, assigned Ordinance No. 24-01, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this _____ day of _____, 202 .

MILLCREEK

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 24-01: SAME TITLE AS ABOVE

was adopted the _____ day of _____, 20____ and that a copy of the foregoing Ordinance 24-01 was posted in accordance with Utah Code 10-3-711 this _____ day of _____, 20_____.

Alex Wendt, Deputy City Recorder

EXHIBIT A

Title 19 is hereby amended as follows (designated by interlineating the words to be deleted and underlining the words to be added).

Chapter 19.04 DEFINITIONS

19.04.005 Definitions And Interpretation Of Language

For the purpose of this title, certain words and terms are defined as set out in this chapter. Words used in the present tense include the future; words in the singular number include the plural and the plural the singular; and words included herein but defined in the building code shall be construed as defined therein.

Abandonment

"Abandonment." See MKZ 19.88.130.

Active Recreation Areas

“Active Recreation Areas” means areas of the landscape dedicated to active play where lawn may be used as the playing surface (ex. sports fields and play areas).

Activity Zones

“Activity zones” means portions of the landscape designed for recreation or function, such as storage areas, fire pits, vegetable gardens, and playgrounds.

Adult

“Adult” means a person 18 years of age or older.

Agriculture

"Agriculture" means the tilling of the soil, the raising of crops, horticulture and gardening, noncommercial greenhouses associated with residential uses, but not including the keeping or raising of domestic animals or fowl, except household pets, and not including any agricultural industry or business such as fruit-packing plants, fur farms, animal hospitals or similar uses.

Airport

"Airport" means any landing area, runway or other facility designed, used or intended to be used either publicly or by any persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tiedown areas, hangars, and all other necessary buildings and open spaces.

Alley

"Alley" means a public thoroughfare less than twenty-five feet wide.

Amusement Device

"Amusement device" means any video game, pinball or other machine, whether mechanically or electronically operated that, upon insertion of a coin, trade-token, slug or similar object, or upon payment of money or other consideration through use of a metered or similar device, operates or may be operated as a game or contest of skill or amusement of any kind or description, and that contains no automatic payoff for the return of money or trade-tokens, or that makes no provision whatever for the return of money to the player. An amusement device is further defined as any machine, apparatus or contrivance that is used or that may be used as a game of skill and amusement wherein or whereby the player initiates, employs or directs any force generated by the machine. An amusement device shall exclude billiard, pool or bagatelle tables.

Antique

"Antique" means a relic, work of art, piece of furniture or other decorative object of ancient times, or made in a former age or period, highly valued for its beauty, craftsmanship or rarity.

Apartment Court

"Apartment court" means any building or group of buildings which contains dwelling units, and also satisfies the definition of tourist court, as defined in this chapter.

Apartment House

"Apartment house" means a multiple dwelling; see "Dwelling, multiple-family."

Apartment Hotel

"Apartment hotel" means any building which contains dwelling units and also satisfies the definition of a hotel, as defined in this chapter.

Apartments For Elderly Persons

"Apartments for elderly persons" means an apartment building or complex of buildings, twenty-four units or greater for occupancy exclusively by persons at least sixty-two years of age.

Arcade

"Arcade" means any business catering to minors, containing four or more amusement devices.

Area Of Special Flood Hazard

"Area of special flood hazard" means the land in the floodplain within a community subject to a one- percent or greater chance of flooding in any given year.

Base Flood

"Base flood" means a flood having a one-percent chance of being equaled or exceeded in any given year.

Basement

"Basement" means any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story.

Bed And Breakfast Homestay

"Bed and breakfast homestay" means a dwelling which has frontage on a street with a minimum right-of-way of sixty feet, contains a maximum of five guestrooms, is occupied by the owner or individual responsible for operating the facility, and used for accommodations or lodging of guests paying compensation. Breakfast may be served during the a.m. hours. Lunch or dinner may not be served. This use shall not change the character of the dwelling or property for residential purposes, and shall meet the requirements of the health department and the City fire service provider. (The requirements of the health department limit breakfast to a continental-type breakfast unless certain specified health regulations are met.)

Bed And Breakfast Inn

"Bed and breakfast inn" means a building containing a minimum of six guestrooms, but not more than thirty guestrooms (except the R-4-8.5 and R-M zones which are limited to a maximum of twenty guestrooms), is used for accommodations or lodging of guests paying compensation where at least a breakfast meal is served, and in which no provision is made for cooking in any individual guestroom. The structure shall have a residential appearance, and be limited to a maximum of two stories in height.

Boardinghouse

"Boardinghouse" means a building with not more than five guestrooms, where, for compensation, meals are provided for at least five but not more than fifteen persons.

Building

"Building" means any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or chattels.

Building, Accessory

"Accessory building" means a detached building that is clearly incidental to and located upon the same lot occupied by the main building, and that is subordinate in height and area to the main building. Accessory buildings are compatible in terms of materials and massing with the main building. Also, a building clearly incidental to an agriculture or animal care land use located on a lot in an agriculture zone, which lot meets the minimum lot size for such zone and is not under one acre in area.

Building, Footprint Of

"Footprint of building" means the perimeter square footage of a building at the outer edge of the outside walls at the first story of the building,

Building, Height Of

- A. "Height of building" means the vertical distance above the lowest original ground surface or "existing grade," at any point on the perimeter of the building to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to the highest point of pitched or hipped roofs, or gambrel roofs.
- B. Buildings may be stepped to accommodate the slope of the terrain provided that each step shall be at least twelve feet in horizontal dimension. The height of each stepped building segment shall be measured as required in subsection A.
- C. Original ground surface, or "existing grade," shall be the elevation of the ground surface in its natural state before any human-caused alterations including but not limited to grading, excavation or filling, excluding improvements required by zoning or subdivision ordinances. When the elevation of the original ground surface is not readily apparent because of previous human-caused alterations, the elevation of the original grade shall be determined by the development services division using the best information available.

Building, Main

"Main building" means the principal building or one of the principal buildings upon a lot, or the building or one of the principal buildings housing a principal use upon a lot.

Campus

"Campus" means the entire contiguous area primarily used by one or more organizations with a common purpose regardless of property lines, ownership or interior, private streets, not separated by a public right of way.

Canopy

"Canopy" means a roofed structure supported by a building and/or supports extending to the ground directly underneath the canopy, and providing a protective shield for service-station pump islands and walkways.

Carport

"Carport" means a private garage not completely enclosed by walls or doors. For the purpose of this title, a carport shall be subject to all of the regulations prescribed for a private garage.

Central Open Shape

"Central Open Shape" means an unobstructed area that functions as the focal point of Localscapes and is designed in a shape that is geometric in nature that minimizes angles and encourages an efficient watering pattern.

Check Cashing

"Check cashing" means cashing a check for consideration or extending a deferred deposit loan (as defined by the Check Cashing Regulation Act of the Utah Code) but does not include the activities of depository institutions or persons who cash a check in a transaction that is incidental to the retail sale of goods or services for consideration that does not exceed the greater of one percent of the amount of the check or one dollar.

Child Nursery

"Child nursery" means an establishment for the care, whether or not for compensation, of up to six children other than members of the family residing on the premises.

Church

"Church" means a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship.

City

"City" means Millcreek, a Utah municipality.

Civic Uses

Civic uses include a variety of (typically) publicly owned facilities, such as fire stations and schools, plus assembly uses. Assembly uses could include anything from a community meeting facility to a church to a performing arts center.

- A. Transit Station. A covered passenger boarding facility with a platform(s), which may include a waiting room, ticket office or machines, restrooms, or concessions.
- B. Hospital. A licensed institution providing medical care and health services to the community. These services may be located in one building or clustered in several buildings and may include laboratories, in- and out-patient facilities, training facilities, medical offices, staff residences, food service, pharmacies, and gift shop.
- C. Library/Museum. A structure open to the general public housing educational, cultural, artistic, or historic information, resources, and exhibits. May also include food service and a gift shop.
- D. Police and Fire. A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included.
- E. Post Office. A publicly accessed facility for the selling of supplies and mail related products and the small scale collection and distribution of mail and packages. Large-scale postal sorting and distribution is not permitted.
- F. School. An education facility with classrooms and offices, that may also include associated indoor facilities such as ball courts, gymnasium, theater, and food service.

Class A Beer Outlet

"Class A beer outlet" means a place of business wherein beer is sold in original containers to be consumed off the premises in accordance with the Liquor Control Act of the state and the licensing ordinance of the City.

Class B Beer Outlet

"Class B beer outlet" means a place of business in connection with a bona fide restaurant wherein beer is sold in original containers for consumption on the premises; provided, that the sale of beer is less than forty percent of the gross dollar value, subject to the provisions of the licensing ordinance of the City.

Class C Beer Outlet

"Class C beer outlet" means a place of business wherein the primary or main business is that of selling beer for consumption on the premises.

Conditional Use

"Conditional use" means a use of land for which a conditional use permit is required pursuant to MKZ 19.84.

Corral

"Corral" means a space, other than a building, less than one acre in area or less than one hundred feet in width, used for the confinement of animals.

Court

"Court" means an occupied space on a lot, other than a yard, designed to be partially surrounded by group dwellings.

Dairy

"Dairy" means a commercial establishment for the manufacture or processing of dairy products.

Day Care/Preschool Center

"Day care/preschool center" means:

- A. Any facility, other than an occupied dwelling, operated by a person qualified by the state, which provides day care, protection or supervision and/or preschool instruction.
- B. No person who is violent or being treated for alcoholism or drug abuse can be placed in a day care/preschool center. Placement in a day care/preschool center may not be part of or in lieu of confinement, rehabilitation or treatment in a correctional facility.

Development

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations.

Director

"Director" means the City Planning and Zoning Director or designee.-

Development Services Division

"Development services division" means the city public works department, planning and zoning department, contract provider, or designee on behalf of the City as applicable.-

Disability

"Disability" means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment. "Disability" does not include current illegal use of, or

addiction to, any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

Drive-In Refreshment Stand

"Drive-in refreshment stand" means a place of business where food and drink are sold primarily for consumption on the premises outside the structure.

Drought-Tolerant Plant

"Drought-tolerant plant" means a plant that can survive without irrigation throughout the year once established, although supplemental water may be desirable during drought periods for improved appearance and disease resistance.

Dwelling

"Dwelling" means any building, or portion thereof, which is designated for use for residential purposes, except hotels, apartment hotels, boardinghouses, lodginghouses, tourist courts and apartment courts.

Dwelling, Caretaker

Caretaker dwelling means no more than one dwelling unit that is under common ownership and is attached or internal to the main building and its commercial and is used for the accommodation of an employee, business owner and person under contract of the commercial use and main building for security or maintenance purposes.

Dwelling, Four-Family or Dwelling, Four-Household

"Four-family dwelling" or "Four-Household Dwelling" means a single building under a continuous roof containing four dwelling units completely separated by either: (1) common interior walls, where the units are side by side; or (2) common interior floors, where the units are one above the other. A common wall(s) may be located within an attached garage used for the storage of private automobiles.

Dwelling Group

"Dwelling group" means a group of two or more dwellings located on a parcel of land in one ownership and having any yard or court in common.

Dwelling, Multiple-Family or Dwelling, Multiple-Household

"Multiple-family dwelling" or "Multiple-Household Dwelling" means a building arranged or designed to be occupied by more than four families or households.

Dwelling, Single-Family or Dwelling, Single-Household

"Single-family dwelling" or "Single-Household Dwelling" means a building arranged or designed to be occupied by one family or household, the structure having only one dwelling unit.

Dwelling, Three-Family or Dwelling, Three-Household

"Three-family dwelling" or "Three-Household Dwelling" means a single building under a continuous roof containing three dwelling units completely separated by either: (1) common interior walls, where the units are side by side; or (2) common interior floors, where the units are one above the other. A common wall(s) may be located within an attached garage used for the storage of private automobiles.

Dwelling, Two-Family or Dwelling, Two-Household

"Two-family dwelling" or "Two-Household Dwelling" means a single building under a continuous roof containing two dwelling units completely separated by either: (1) a common interior wall, where the units are side by side; or (2) a common interior floor, where the units are one above the other. A common wall may be located within an attached garage used for the storage of private automobiles.

Dwelling Unit

"Dwelling unit" means one or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family or household with separate toilets and facilities for cooking and sleeping. Buildings with more than one kitchen or set of cooking facilities are considered to contain more than one dwelling unit unless the additional cooking facilities are clearly accessory to a dwelling unit as determined by the Planning Director or designee. Factors for determining whether cooking facilities are accessory to a dwelling unit may include but are not limited to:

- A. A building design which allows all occupants ready access to all portions of the building including cooking facilities;
- B. No portion of the building containing cooking facilities can be separated from the remaining rooms to form a separate dwelling unit;
- C. There is only one electric and/or gas meter for the building.

Dwelling Unit, Accessory (ADU)

"Accessory dwelling unit" means a residential dwelling unit occupied as a separate dwelling unit on the same lot as a single-family dwelling unit, either within the same building as the single-family dwelling unit, attached to the single-family dwelling, or in a detached building. An accessory building does not include a mobile home or manufactured home.

Dwelling Unit, Accessory Attached

“Attached accessory dwelling unit” means an accessory dwelling unit that shares a wall and roof with or as an additional story above or below the principal dwelling unit.

Dwelling Unit, Accessory Detached

“Detached accessory dwelling unit” means an accessory dwelling unit that shares no common walls or roof with the primary dwelling.

Dwelling Unit, Accessory Internal

“Internal accessory dwelling unit” means an accessory dwelling unit created within the primary dwelling or within the footprint of the primary dwelling.

Entrance

"Entrance" means the location of ingress to a room, building or lot; a location of admittance.

Exit

"Exit" means the location of egress from a room, building or lot.

Family or Household

"Family" or “Household” means:

- A. Any number of people living together in a dwelling unit and related by blood, marriage or adoption, and including up to three additional people; or
- B. One to four people living together in a dwelling.
Each person owning or operating a motor vehicle shall have a lawfully located off-street parking space.

Family Food Production

"Family food production" means the keeping of not more than two cows, two sheep, two goats, twenty rabbits, fifty chickens, fifty pheasants, ten ducks, ten turkeys, ten geese and twenty pigeons, provided that not more than three of the above-listed kinds of animals and fowl are permitted at any one time on any lot in zones where family food production may be a permitted or conditional use.

Fence

“Fence” means a structure erected to provide privacy or security that partially or completely encloses or screens an area, typically outdoors, and is usually constructed from posts that are connected by boards, wire, rails, or netting. A fence differs from a wall in not having a continuous

foundation along its entire length. A fence shall not retain or provide lateral support for more than six (6) inches of soil on either side of the fence. A fence does not mean a hedge or a vine.

Fence, Open-Style

“Open-style fence” or “Open-style fencing” means a fence constructed with an aggregate of fifty (50) percent or more openings that provide light and visibility through the fence. A fence shall be considered “open style” if every section of the fence between posts is composed of at least fifty (50) percent open spaces and no more than fifty percent (50) solid materials.

Flood Or Flooding

"Flood" or "flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- A. The overflow of inland or tidal waters; and/or
- B. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Insurance Rate Map (FIRM)

"Flood Insurance Rate Map (FIRM)" means the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood Insurance Study

"Flood insurance study" means the official report provided by the Federal Emergency Management Agency that includes flood profiles, the flood boundary-floodway map, and the water surface elevation of the base flood.

Floodway

"Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor Area, Gross

“Gross floor area” is the total aggregate floor area contained within a building measured to the external face of the external walls.

Frontage

"Frontage" means all property fronting on one side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end streets, or

political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

Garage, Private

"Private garage" means an accessory building designed or used for the storage of not more than four automobiles owned and used by the occupants of the building to which it is accessory; provided, that on a lot occupied by a multiple dwelling, the private garage may be designed and used for the storage of one and one-half times as many automobiles as there are dwelling units in the multiple dwelling. A garage shall be considered part of a dwelling if the garage and the dwelling have a shared wall in common. A private garage may not be used for storage of more than one truck for each family dwelling upon the premises, and no such truck shall exceed two and one-half tons capacity.

Garage, Public

"Public garage" means a building or portion thereof, other than a private garage, designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

Gathering Area

"Gathering Area" means portions of the landscape that are dedicated to congregating, such as patios, gazebos, decks, and other seating areas.

Grade

"Grade" means the lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line or, when the property line is more than five feet from the building, between the building and a line five feet from the building.

Grade, Finished

"Finished Grade" means the average finished grade nearest the fence (ground level) of the property after reconfiguring the grade.

Graffiti

"Graffiti" means inscriptions, drawings, paintings or other visual defacing of buildings, structures or natural features, without the consent of the owner thereof, and which is not otherwise authorized and permitted in the City ordinances.

Ground-Level Vantage Point

"Ground-Level Vantage Point" means a position where an object can be viewed at no more than six feet above original grade.

Groundcover

“Groundcover” means material planted in such a way as to form a continuous cover over the ground that can be maintained at a height not more than twelve inches.

Group Home

“Group Home” means a home where a small number of unrelated people in need of care, support, or supervision can live together, such as those who are elderly or mentally ill or protected by federal fair housing laws.

Guest

"Guest" means a transient person who rents or occupies a room for sleeping purposes.

Guestroom

"Guestroom" means a room which is designed for double occupancy by guests, for sleeping purposes.

Guest House

"Guest house" means a separate dwelling structure located on a lot with one or more main dwelling structures and used for housing of guests or servants, and not rented, leased or sold separate from the rental, lease or sale of the main dwelling.

Hardscape

“Hardscape” means elements of the landscape such as sidewalks, pathways, benches, patios, decks, seating areas, drives, and areas for vehicular parking typically constructed from nonliving materials like concrete, boulders, brick, blacktop and lumber.

Home Day Care/Preschool

"Home day care/preschool" means the keeping for care and/or preschool instruction of twelve or less children including the caregiver's own children under the age of six and not yet in full day school within an occupied dwelling and yard. (State regulations require two caregivers if there are more than six children in a home day care and may further limit the number of children allowed in a home day care.) A home day care/preschool must meet the following standards:

- A. When allowed as a permitted use there shall be a maximum of six children without any employees not residing in the dwelling. When allowed as a conditional use there shall be a maximum of twelve children with not more than one employee at any one time not residing in the dwelling;

- B. The use shall comply with the health department noise regulations;
- C. The play yard shall not be located in the front yard and shall only be used between eight a.m. and nine p.m.;
- D. The lot shall contain one available on-site parking space not required for use of the dwelling, and an additional available on-site parking space not required for use of the dwelling for any employee not residing in the dwelling. The location of the parking shall be approved by the development services division director to insure that the parking is functional and does not change the residential character of the lot;
- E. No signs shall be allowed on the dwelling or lot except a nameplate sign;
- F. The use shall comply with all local, state and federal laws and regulations. (The Life Safety Code includes additional requirements if there are more than six children);
- G. Upon complaint that any of the requirements of this section or any other City ordinance are being violated by a home day care/preschool caregiver, the City shall review the complaint and if substantiated may institute a license revocation proceeding under MKC 5.14.020; and
- H. The caregiver shall notify in writing, on a form provided by the development services division, all property owners within a three hundred foot radius of the caregiver's property concerning the licensing of a home day care/preschool at such property.

Hospital

“Hospital” means an institution licensed by the State of Utah which provides diagnostic, therapeutic, surgical, and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians. Any medical clinic or professional office which offers any inpatient or overnight care, or operates on a twenty-four (24) hour basis shall be considered a hospital. A hospital may include integral support service facilities such as laboratories, outpatient units and training and central services, together with staff offices necessary to the operation of the hospital. Includes both general acute and specialty hospitals and must be licensed by the Utah Department of Health pursuant to the Health Care Facility Licensing and Inspection Act.

Hotel

“Hotel” means a building containing fifteen (15) or more sleeping rooms, each room accessed from within the building, providing a room for sleeping accommodations for a fee with private bathroom facilities and customary lodging services. Customary lodging services shall include, at a minimum, daily housekeeping services provided by on-site staff, and an interior lobby supervised by a person in charge twenty-four hours per day. Additional customary lodging services include, but are not limited to, conference and meeting rooms, dining areas, restaurants, sale of convenience items, and recreational facilities.

Hydrozone

“Hydrozone” means the grouping of plants with similar water requirements so that they can be irrigated with a common zone.

Impervious Surface

“Impervious surface” means a layer through which water and air cannot freely migrate.

Institution

“Institution” means an established organization such as a hospital.

Institutional Facility

“Institutional Facility” means buildings or structures, or a group of buildings or structures, and grounds used by an institution or any accessory uses that support an institution.

Intensity

"Intensity" means the concentration of activity, such as a combination of the number of people, cars, visitors, customers, hours of operation, outdoor advertising, etc.; also, the size of buildings or structures, the most-intense being higher, longer and/or wider.

Junk

- A. "Junk" means any salvaged or scrap copper, brass, iron, steel, metal, rope, rags, batteries, paper, wood, trash, plastic, rubber, tires, waste or other articles or materials commonly designated as junk. Junk, except as provided in subsections (B) or (C), shall also mean any dismantled, wrecked or inoperable motor vehicles or recreational vehicles or parts thereof which are stored or parked on property outside of an enclosed building and which remain in such condition for a period of time in excess of sixty days. An automobile, truck or bus shall be considered inoperable if it is not currently registered and licensed in this state or another state.
- B. One truck with a capacity of one ton or less or automobile which is not currently licensed and registered in this state or another state but is otherwise operable may be stored on property for a period not to exceed two years if it is secured with the windows closed, the trunk and hood closed and the doors locked and is not damaged exposing jagged metal; or
- C. One truck with a capacity of one ton or less or automobile which is inoperable may be stored in a side yard, except a side yard which faces on a street or a rear yard on property for a period not to exceed two years provided:

1. The automobile or truck is secured with the windows closed, the trunk and hood closed and the doors locked and is not damaged exposing jagged metal; and
 2. The automobile or truck shall not be visible from any public street; and
 3. The automobile or truck is entirely concealed by a covering which is maintained in good condition and which does not extend closer to the ground than the lowest point of the vehicle body.
- D. All existing legal nonconforming motor vehicles as of the effective date of the ordinance codified in this section, or any amendment hereto, shall comply with the provisions of this section within one year from the date of the enactment of this section or any amendment thereto.

Junkyard

"Junkyard" means the use of any lot, portion of a lot, or tract of land for the sale, storage, keeping, disassembly or abandonment of junk or discarded or salvaged material, provided that this definition shall be deemed not to include such uses which are clearly accessory and incidental to any agricultural use permitted in the zone.

Kennel

"Kennel" means the keeping of three or more dogs, at least four months old.

Landscaped Area

"Landscaped Area" means an entire parcel of real property minus that area encompassed by building footprints, driveways, and the non-irrigated portions of parking lots. Water features and areas improved with walkways, benches, seating areas and similar improvements are included in the calculation of the landscaped area.

Licensed Massage Therapy Practice

"Licensed Massage Therapy Practice" means any place of business in which massage therapy is practiced by one or more massage therapists, as defined, licensed, and regulated under the Massage Therapy Practice Act, under Utah Code Annotated Section 58-47b, each licensed therapist possessing a Millcreek Business License in good standing.

Light Manufacturing

The indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will cause detrimental effects to neighboring properties.

LocalScapes®

“LocalScapes®” means a landscaping approach designed to create locally adapted and sustainable landscapes through a basic 5-step approach (central open shape, gathering areas, activity zones, connecting pathways, and planting beds).

Lodginghouse

"Lodginghouse" means a building where lodging only is provided for compensation of five or more, but not exceeding fifteen persons.

Lot

"Lot" means a parcel of land occupied by a building or group of buildings, together with such yards, open spaces, lot width and lot areas as are required by this title, having frontage upon a street or upon a right-of-way approved by a land use hearing officer, or upon a right-of-way not less than twenty-five feet wide. Except for group dwellings and guest houses, not more than one dwelling structure shall occupy one lot.

Lot Coverage

“Lot Coverage” means the measurement of land use intensity that represents the portion of the site occupied by the principal building and all accessory buildings, but excluding all other impervious improvements such as sidewalks, driveways, patios, decks, open porches, and any structure that does not have a roof.

Lot, Corner

"Corner lot" means a lot abutting on two intersecting or intercepting streets, where the interior angle of intersection or interception does not exceed one hundred thirty-five degrees.

Lot, Interior

"Interior lot" means a lot other than a corner lot.

Low Impact Development

“Low Impact Development” means structural or natural engineered systems that use or mimic natural processes to promote infiltration, evapotranspiration, and/or reuse of stormwater as close to its source as possible to protect water quality and aquatic habitat.

Mixed Use

General retail, office, and residential uses vertically integrated in the same building or in a unified site plan that features consistent approaches to lighting, landscaping, signage, building design, and materials use.

Mobile Home Or Manufactured Home

- A. "Mobile home" or "manufactured home" means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use as a dwelling with or without a permanent foundation when connected to the required utilities.
- B. The requirements of this title shall not be construed to prevent the storage of a mobile home in the rear yard of a dwelling structure. A mobile home so stored may be temporarily used for sleeping purposes by members or guests of the family residing in the dwelling structure, but the mobile home shall not be connected to utilities or used for residential purposes unless approved by the planning commission as a temporary use incidental to construction work.
- C. Except as provided herein and in MKZ 19.76.290, a mobile home shall not be used for residential or sleeping purposes unless the mobile home is located in an approved mobile home park or an approved mobile home subdivision.

Mobile Home Park

"Mobile home park" means any plot of ground upon which two or more mobile homes, occupied for dwelling or sleeping purposes, are located, regardless of whether or not a charge is made for such accommodation, pursuant to the mobile home park ordinance.

Mobile Store

"Mobile store" means a portable structure, including vehicles, without a permanent foundation, for use on a temporary or seasonal basis, from which goods or merchandise are sold or where a service is provided which is utilized on the premises. Approval for each mobile store shall not exceed one hundred twenty days per calendar year at the same location or within two hundred fifty feet of a previously approved location.

Mulch

"Mulch" means any organic material such as leaves, bark, wood chips, straw, or inorganic material such as crushed stone or gravel, or other materials left loose and applied to the soil surface for the beneficial purpose of weed suppression and the conservation of soil moisture.

Natural Waterways

"Natural waterways" means those areas varying in width along streams, creeks, gullies, springs or washes which are natural drainage channels, as determined by the building inspector, and in which areas no building shall be constructed.

Neighborhood Storage

"Neighborhood storage" means a building not served by sewer, water or gas utilities and used exclusively for storing personal property of an individual or family, retail business inventory items, and business records and accounts.

New Construction

"New construction" means structures for which the "start of construction" commenced on or after the effective date of the ordinance codified in MKZ 19.74, on floodplain hazard regulations.

Noncomplying Structure

"Noncomplying structure" means a building or other structure or portion thereof lawfully constructed in compliance with the zoning ordinance existing at the time of construction, that no longer conforms to the height, area and/or yard regulations in the zone in which it is located due to changes to the zoning ordinance or to subsequent public acquisition of land for public improvements.

Nonconforming Use

"Nonconforming use" means a use which lawfully occupied a building or land at the time the ordinance codified in this title became effective and which does not conform with the use regulations of the zone in which it is located.

Non-Depository Institution

"Non-Depository Institution" means a business, other than a Financial Institution, that is registered by the state of Utah pursuant to the Check Cashing and Title Lending Registration Act. Included in Non-Depository Institutions:

- A. "Check Cashing Business" means a person or business that, for compensation, engages in cashing a check for consideration or extending a Deferred Deposit Loan. Check Cashing does not include depository institutions, as defined by the state of Utah, Financial Institutions, or a Retail seller engaged primarily in the business of selling goods or services to Retail buyers that cash checks or issue money orders for a minimum flat fee not exceeding one percent of the check or one dollar (\$1.00) as a service fee that is incidental to its main purpose or business.
- B. "Payday Loan Business" means an establishment providing loans to individuals in exchange for personal checks or assignment of wages as collateral.
- C. "Title Loan Business" means an establishment providing short-term loans to individuals in exchange for the title of a motor vehicle, motor home, or other motor vehicle as collateral.
- D. "Deferred Deposit Loans" means a business that conducts transactions where a person presents to a check casher a check written on that person's account or provides written or

electronic authorization to a check casher to affect a debit from that person's account using an electronic payment and the check casher provides the maker an amount of money that is equal to the face value of the check or the amount of the debit less any fee or interest charged for the transaction and agrees not to cash the check or process the debit until a specific date.

Nursing Home

"Nursing home" means an establishment where persons are lodged and furnished with meals and nursing care.

Office Building, Multi-Tenant

"Office Building, Multi-Tenant" means a building occupied by multiple tenants used primarily for the conduct of business relating to administration, clerical services, consulting, or other services not related to retail sales. A multi-tenant office building features a common pedestrian entrance for all tenants and interior common area from which offices are accessed.

Office Uses

A category of uses that involve the transaction of business for a profession, service, industry, or government. Office uses include, but are not limited to: Architecture/Engineering/Design, Building Contractor (office only), Business Consulting Charitable Institutions, Computer Programming & Support, Detective Services Educational Services (tutor & testing), Employment Agency, Financial & Insurance Government Offices, Home occupation, Legal Services, Licensed Massage Therapy Practices, Management Services, Physical Therapy/Physical Rehabilitation, Medical & Dental with Laboratory, PR & Advertising, Property Development, Radio & TV Studio, Real Estate, Recording & Sound Studio, Research & Development, Research Agency, Surveying.

Organic Disposal Site

"Organic disposal site" means a disposal site where settled or precipitated solid matter produced by water and sewage treatment processes is disposed of in compliance with the board of health requirements, using sanitary land-filling techniques, in a manner that does not create a nuisance or health hazard, that protects the environment, and will not cause a pollution source of water, air, etc.

Owner Occupancy

"Owner-occupancy" means that any one of the following individuals resides on the subject property for the entire time during which an Accessory Dwelling Unit or Principal Dwelling is rented or otherwise occupied by:

- A. An individual who is listed on a recorded deed as an owner of the property;

- B. Any person who is related by blood, marriage or adoption to an individual who is listed on a recorded deed as an owner of the property; or
- C. An individual who is a trustor of a family trust who possesses legal ownership of the property.

Package Agency

"Package agency" means a retail liquor location operated under a contractual agreement with the state department of alcoholic beverage control, by a person other than the state, who is authorized by the state of Utah alcoholic beverage control commission to sell package liquor for consumption off the premises of the agency.

Parking Lot

"Parking lot" means an open area, other than a street, used for parking of more than four automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

Parking Space

"Parking space" means space within a building, lot or parking lot for the parking or storage of one automobile.

Parkstrip or Park Strip

"Parkstrip" or "Park Strip" means a typically narrow strip of land between the sidewalk and the street often used as a right of way for public utilities and traditionally planted with street trees

Path

"Path" means a designated route between landscape areas and features.

Permitted Use

"Permitted use" means a use of land for which no conditional use permit is required.

Pervious Surface

"Pervious surface" means a layer through which water and air may freely migrate.

Planned Unit Development

"Planned unit development" means a complete development plan for an area pursuant to MKZ 19.78.

Planning Commission

"Planning commission" means the City planning commission.

Planting Bed

"Planting Bed" means an area of the landscape that consists of plants, such as trees, ornamental grasses, shrubs, perennials, and other regionally appropriate plants.

Primary Dwelling

"Primary dwelling" means a single-family dwelling unit that:

- A. Is detached; and
- B. Is occupied as the primary residence of the owner of record.

Private Educational Institutions Having An Academic Curriculum Similar To That Ordinarily Given In Public Schools

"Private educational institutions having an academic curriculum similar to that ordinarily given in public schools" means private training schools and other private schools which are instructional in nature, including laboratory and shop instruction with the use of demonstration vehicles, products or models incidental to such instruction, but not including the repair, maintenance or manufacture of vehicles, goods or merchandise, not providing direct services other than instruction to the general public.

Private Nonprofit Locker Club

"Private nonprofit locker club" means a social club, recreational, athletic or kindred association incorporated under the provisions of the Utah Nonprofit Corporation and Cooperation Act, which maintains or intends to maintain premises upon which liquor is or will be stored, consumed or sold.

Private Nonprofit Recreational Grounds And Facilities

"Private nonprofit recreational grounds and facilities" means nonprofit recreational grounds and facilities operated by an association incorporated under the provisions of the Utah Nonprofit Corporation and Cooperation Act, or a corporation sole.

Protected Living Arrangement

"Protected living arrangement" means provision for food, shelter, appropriate sleeping accommodations, and supervision of activities of daily living for persons of any age who are unable to independently maintain these basic needs and functions.

Public Hearings

A public hearing means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

Public Landscaping Improvement

“Public Landscaping Improvement” means landscaping that an applicant is required to install to comply with published installation and inspection specifications for public improvements that:

- A. Will be dedicated to and maintained by Millcreek; or
- B. Are associated with and proximate to trail improvements that connect to planned or existing public infrastructure.

Public Meeting

A public meeting means a meeting required to be open to the public under the Utah Open and Public Meetings Act, as set forth in Utah State Code Title 52, Chapter 4, Open Meetings Act.

Public Use

“Public use” means a use operated exclusively by a public body, or quasi-public body, such use having the purpose of serving the public health, safety or general welfare, and including uses such as public schools, parks, playgrounds and other recreational facilities, administrative and service facilities, and public utilities.

~~Quasi-Public Use~~

~~"Quasi-public use" means a use operated by a private nonprofit educational, religious, recreational, charitable or philanthropic institution, such use having the purpose primarily of serving the general public, such as churches, private schools and universities, and similar uses.~~

Quasi-Public Use

“Quasi-Public use” means a use operated by a private nonprofit educational, recreational, charitable or philanthropic institution, such use having the purpose primarily of serving the general public, such as private schools and universities, and similar uses.

Rail Transit Mixed-Use

"Rail transit mixed-use" means a use which allows rail-oriented development that combines different land uses within a single development, tract of land, building, or structure. Its purpose is to encourage development that is high quality, human scale, and pedestrian friendly, while creating a variety of complementary and integrated uses, such as, but not limited to, residential, office, manufacturing, retail, public, or entertainment, in a compact walkable urban form.

Recreation, Commercial

“Commercial recreation” means one or more recreational activities or uses, either indoor or outdoor, operated as a business and open to the general public for a fee. “Commercial recreation” does not include the following indoor or outdoor recreational, gaming or amusement uses: firearm ranges; target shooting of all kinds; paintball; motorized activities of all kinds, irrespective of power source; mechanical, video, electronic or computerized recreational or amusement arcades. “Commercial recreation” does not preclude the issuance of temporary and seasonal licenses or licenses for large scale events of state, national, or international importance/recognition as defined by MKC Title 5.

Rehabilitation/Treatment Facility

“Rehabilitation/treatment facility” means a free-standing facility licensed or contracted by the state of Utah to provide temporary occupancy and supervision of adults or juveniles in order to provide rehabilitation, treatment or counseling services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, conditions resulting from alcohol or drug abuse, sex offenders, sexual abuse, or mental health. Associated education services may also be provided to juvenile occupants. A rehabilitation/treatment facility does not include a residential facility for persons with a disability.

Reiki Business

“Reiki business” means a business devoted primarily to Reiki healing, or any other system that has elements of the following. The practitioner, trained to access and serve as a channel for a sacred life force, places his or her hands on or just above the client's body in order to activate healing energy within receptive points on the body. The practitioner's hands move progressively with a passive touch through various positions on the body, remaining in each position for a period of time. As a harmonic flow of energy is strengthened, within the client and practitioner, healing occurs through the return of physical, mental and spiritual balance. For purposes of this title, a Reiki business shall not include Reiki healing, or similar system, which are performed in a hospital or medical clinic.

Religious Assembly

“Religious assembly” means any church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.

Residential Facility For Elderly Persons

- A. “Residential facility for elderly persons” means a single-family or multiple-family dwelling unit that is occupied twenty-four hours a day in a family-type arrangement by eight or fewer elderly persons sixty years old or older capable of living independently.

- B. Such facility shall be owned by one of the residents or by an immediate family member of one of the residents or the title has been placed in trust for a resident.
- C. Placement in such facility is on a voluntary basis and may not be a part of, or in lieu of, confinement, rehabilitation, or treatment in a correctional institution.
- D. No person being treated for alcoholism or drug abuse may be placed in such a facility.
- E. The structure shall be capable of use without the residential character being changed by exterior structural or landscaping alterations.
- F. Each facility shall not be located within three-quarters mile of another residential facility for elderly persons or residential facility for handicapped persons.
- G. This use is nontransferable and terminates if the structure is devoted to a use other than a residential facility for elderly persons or if the structure fails to comply with applicable health, safety, and building codes.

Residential Facility For Persons With A Disability

"Residential facility for persons with a disability" means a residence:

- A. In which more than one person with a disability resides; and
- B. Is (1) licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities, Utah Code, Unannotated; or (2) licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act, Utah Code, Unannotated.

Resort Hotel

"Resort hotel" means a building or group of buildings, other than a motel, boardinghouse or lodging house, containing individual guestrooms, suites of guestrooms, dwelling units, and which furnishes services customarily provided by hotels.

Resource Recycling Collection Point

"Resource recycling collection point" means a portable structure, enclosed bin, trailer, or reverse vending machine where recyclable material (aluminum cans, glass, paper, etc.) is exchanged for money or deposited as a donation. Approval is not to exceed twelve months without reapproval.

Restaurant

"Restaurant" means a place of business where a variety of hot food is prepared and cooked and complete meals are served to the general public for consumption on the premises primarily in indoor dining accommodations.

Restaurant Liquor License

"Restaurant liquor license" means a public restaurant authorized by the state alcoholic beverage control commission as a liquor outlet allowing the storage, sale and consumption of liquor and alcohol on the premises.

Uses

A. Retail Food Trucks

Retail food sales located within a mobile truck and having Salt Lake County Health Department approvals as well as a Millcreek business license and other permits.

B. Retail Uses

A category of uses involving the retail sale of goods or merchandise to the general public for personal or household consumption.

1. Neighborhood Retail. A use in this category occupies a space of less than 5,000 square feet. Neighborhood Retail is intended to enhance neighborhood commercial areas by promoting a concentration of businesses that provide goods and services used frequently by local residents with a scale and character that promotes a walk-in clientele. Typical Neighborhood Retail Uses include, but are not limited to: Alcohol & Liquor Sales as a secondary use, Apparel & Accessory Store, Art & Education Supplies, Bakery, Bicycle Sales & Repair, Book, Magazine, & Newspaper Store, Hardware, Garden Supply, Camera & Photo Supply Store, Convenience Store, Pharmacy, Fabric & Craft Store, Florist, Gift, Souvenir, Grocery Store, Jewelry Sales & Repair, Music Store, Musical Instrument Repair & Sales, Office Supply, Optical Goods, Paint & Wallpaper, Pet & Pet Supply, Restaurant/cafe, Specialty Food Market of all types, Copy Store, Toy Shop.

2. General Retail. A use in this category includes all Neighborhood Retail uses and is intended to serve a community-wide market as well as regional markets. Typical General Retail Uses include, but are not limited to: All Neighborhood Retail, Appliance & Electronic Sales & Service, Automotive Supply (no service), Computer Software Sales & Leasing, Department Store, Gun Shop, Home Furnishings & Accessories Sales, Rental supply, Medical Supply Store & Rental, Motorcycle & Motor Scooter Sales, Heating, Air Conditioning & Plumbing Supplies, Sales, & Service, Cabinet Supply (display only), Machine Sales and Rental, Agriculture Equipment and Supply, Electrical Supplies.

3. Outdoor Sales Lot. A use involving the sale of goods or merchandise to businesses and/or the general public, where the majority of the goods are stored or displayed outdoors. Outdoor sales lots include such uses as the sale and rental of automobiles, trucks, trailers, boats, and recreational vehicles; and the sale of building materials, landscape materials, and garden supplies.

C. Recreational

“Recreational uses” means tennis, sports, basketball, or volleyball courts, and other similar private outdoor recreation uses enclosed with fencing.

Sanitary Landfill

"Sanitary landfill" means a land disposal site where solid waste is disposed of using sanitary landfilling techniques, including but not limited to an engineered method of disposing of solid waste on land in a manner that does not create a nuisance or health hazard and that protects the environment, by spreading the waste in thin layers, compacting it to the smallest practical volume, confining it to the smallest practical area, and covering it with soil by the end of each working day or as often as may be directed by the board of health.

Service Uses

A category of uses that provide patrons services and limited retail products related to those services. Visibility and accessibility are important to these uses, as most patrons do not utilize scheduled appointments.

- A. Neighborhood Service. A use in this category occupies a space of less than 5,000 square feet. Neighborhood services are used frequently by local residents with a scale and character that promotes a walk-in clientele. Neighborhood service includes, but is not limited to: Bank or other Financial Service, Barber Shop, Personal Care Salon, Spa, Catering, Child or Pet Day Care, , Adult Care Facility, Dry Cleaning & Laundry, Eating & Drinking establishments, Fitness, Dance Studio, Aquatics, Framing, Home Furniture & Equipment Repair, Locksmith, Mailing Services, Pet Grooming, Photocopying & Printing, Photography Studio & Supplies, Shoe Repair, Tailor & Seamstress, Tanning Salon, Travel Agency, Veterinarian, and small dental or medical offices.
- B. General Service. A use in this category includes all Neighborhood Service uses and includes but is not limited to: All Neighborhood Services, Animal Boarding (interior only), Bowling Alley, Check Cashing and/or Title and Payday Loan store, Concert Hall, Pest Control, Cleaning Service, Funeral Home, Microbrewery, Miniature Golf Course, Movie Theater, Commercial Indoor Recreation, Repair of Small Goods & Electronics, Gun & Archery Ranges (indoor only), Skating Rink, Self-storage facilities, Tattoo/Piercing Parlor.
- C. Vehicle Service. The servicing of vehicles and/or the distribution of fuel to residents of the community and region. A convenience store may also be included as a secondary use, as well as the sale of propane and kerosene. Vehicle service includes such uses as automotive filling stations, vehicle repair, car wash facilities, tire sales/service, but does not include auto body shops and vehicle recycling.

Scrap Material

“Scrap material” means recyclable materials left over from product manufacturing and consumption, such as parts of vehicles, building supplies, and surplus materials.

School

"School" means an institution recognized as satisfying the requirements of public education and having an academic curriculum similar to that ordinarily given in public schools. Home occupations represented as schools shall not apply (dance, music, crafts, child nurseries, etc.).

Single Household Dwelling

"Single household dwelling" means a separate building arranged or designed to be occupied by one household unit, the structure having only one primary dwelling unit.

Shopping Center

"Shopping center" means a group of architecturally unified commercial establishments built on a site which is planned, developed, owned and managed as an operating unit.

Short-Term Rental

"Short-term rental" means a residential unit or any portion of a residential unit that the owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days or a residential unit or any portion of a residential unit or that is actually used for accommodations or lodging of guests for a period of less than thirty consecutive days.

Slope

"Slope" means the level of inclination from the horizontal, determined by dividing, in fifty (50) foot intervals, the average horizontal run of the slope into the average vertical.

Sportsman's Kennel

"Sportsman's kennel" means a kennel for the keeping of three to five dogs which has a valid permit from the department of animal services and is located on a lot of at least one acre.

Stable, Private

"Private stable" means a detached accessory building for the keeping of horses owned by the occupants of the premises, and not kept for remuneration, hire or sale.

Stable, Public

"Public stable" means a stable other than a private stable.

Start Of Construction

"Start of construction" includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement or other

improvement was within one hundred eighty days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. "Permanent construction" does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not as part of the main structure.

State Store

"State store" means a facility for the sale of package liquor located on the premises owned or leased by the state and operated by state employees. This term shall not apply to restaurants, private clubs or package agencies.

Story

"Story" means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable or unused underfloor space is more than six feet above grade for more than fifty percent of the total perimeter or is more than twelve feet above grade at any point, such usable or unused underfloor space shall be considered as a story.

Story, First

"First story" means the lowest story in a building which qualifies as a story, except that a floor level in a building having only one floor level shall be classified as a first story, provided such floor level is not more than four feet below grade for more than fifty percent of the total perimeter, or not more than eight feet below grade at any point.

Story, Half

"Half story" means a story with at least two of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds of the floor immediately below it.

Street

"Street" means a thoroughfare which has been dedicated or abandoned to the public and accepted by proper public authority, or a thoroughfare, not less than twenty-five feet wide, which has been made public by right of use and which affords the principal means of access to abutting property.

Structure

"Structure" means anything constructed or erected which requires location on the ground, or attached to something having a location on the ground.

Structural Alterations

"Structural alterations" means any change in supporting members of a building or structure, such as bearing walls, columns, beams or girders.

Studios

"Studios" means a facility used for the instruction of specialized talents or skills.

Substantial Improvement

- A. "Substantial improvement" means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure, either:
 - 1. Before the improvement or repair is started; or
 - 2. If the structure is damaged and is being restored, before the damage occurred.
- B. For the purpose of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.
- C. The term does not, however, include either:
 - 1. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
 - 2. Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places.

Tanning Studio

"Tanning studio" means any business which uses artificial lighting systems to produce a tan on an individual's body. This use specifically excludes spas, gymnasiums, athletic clubs, health clubs, and any exercise equipment.

Temporary Use

“Temporary use” means a use or structure on improved or unimproved land which is of impermanent nature, and is used for less than one hundred and eighty (180) days in a calendar year.

Total Landscaped Area

“Total Landscaped Area” means improved areas of the property that incorporate all the completed features of the landscape. The landscape area does not include footprints of buildings or structures, sidewalks, driveways, and other non-irrigated areas intentionally left undeveloped.

Tourist Court

"Tourist court" means any building or group of buildings containing sleeping rooms, with or without fixed cooking facilities, designed for temporary use by automobile tourists or transients, with garage attached or parking space conveniently located at each unit, including auto courts, motels or motor lodges.

Translucent

“Translucent” means a substance that allows light to pass through but does not allow an object or person to be seen through the substance.

Tree, Street

“Street Tree” means a tree that is either planted within a roadway, or on private property within 10 feet of a right-of-way line.

Use, Accessory

"Accessory use" means a subordinate use customarily incidental to and located upon the same lot occupied by a main use.

Vehicle, Commercial

- A. "Commercial vehicle" means any motorized vehicle or trailer used for or intended for business use - including but not limited to the transportation of commercial equipment, merchandise, produce, freight, commodities, passengers, or animals - and which is characterized by any of the following:
 - 1. Heavy equipment, such as earth movers, backhoes, cranes, forklifts, bulldozers, and the like, which are commonly used for construction, excavation, demolition, or lifting; vehicles used to haul equipment or materials, such as dump trucks, tanker trucks, semi-tractors, semi-trailers, concrete ready mix trucks, or other similar vehicle.

2. Pickup trucks over one ton with a commercial modification, such as a flat bed, a dumping mechanism, mechanical lifts or arms for loading and unloading materials/equipment, aerial buckets or platforms, or other similar feature.
 3. Vehicles with more than two axles.
 4. Vehicles that exceed eight feet in height.
- B. "Trailer" means any truck trailer or other trailer designed or adapted primarily for the transportation of property of whatever kind used for or intended for business use.
- C. "Truck" means any truck-tractor, panel truck, pickup or other truck in excess of one-ton capacity.

Vehicle, Private

"Private vehicle" means an automobile, sport utility, crossover, pickup truck, motorcycle, or similar motorized device in which a person or thing is, or can be, transported from one place to another, except commercial or recreational vehicles as defined in this chapter.

Vehicle, Recreational

"Recreational vehicle" means a vehicle, snowmobile, trailer, camper, or watercraft with or without a motor, designed and constructed for recreational use or as temporary living quarters for travel or vacation purposes. "Recreational vehicle" does not include human or battery powered personal apparatuses, such as bicycles, kick-scooters, or children's toys.

Wall, Decorative

"Decorative Wall" means architecturally designed wall that may be precast, integrally colored, or textured. A decorative wall shall not retain or provide lateral support for more than six (6) inches of soil on either side of the fence.

Wall, Retaining

"Retaining wall" means a relatively rigid wall used for laterally supporting the soil mass so that the soil can be retained at different levels on each of the two sides. A retaining wall is a structure designed to restrain soil to a slope that would not naturally be sustained (typically a steep, near vertical, or vertical slope). Retaining walls include any wall or other similar system, including stacked blocks/rocks/boulders, intended to resist the lateral displacement of earth or other materials.

Wall, Sound

“Sound wall” means a wall installed parallel to a state highway with the intent of minimizing the traffic noise for nearby residential dwelling units.

Width Of Lot

"Width of lot" means the distance between the side lot lines and the distance back from the front lot line required for the depth of the front yard.

Window

“Window” means an opening in the wall of a building for the admission of light and/or air that is usually closed by casements or sashes containing transparent and translucent materials (such as glass) and may be capable of being opened or shut and allow people to see through. A window shall include all window components of a standalone window or a window system consisting of more than one pane and window components including but not limited to casings, jambs, muntins, rails, sashes, sills and stiles.

Yard

"Yard" means a space on a lot, other than a court, unoccupied and unobstructed from the ground upward by buildings or structures, except as follows:

- A. Fences;
- B. Canopies serving automobile service stations;
- C. Accessory buildings in a rear yard;
- D. The ordinary projections of windows where the projection is at least eighteen inches above floor level, roofs, cornices, chimneys, flues and other ornamental features which project into a yard not more than three feet;
- E. Open or lattice-enclosed exterior stairways, located in a commercial or manufacturing zone, projecting into a yard not more than five feet;
- F. Structures less than eighteen inches in height from the finished ground surface.

Yard, Front

“Front yard” means a space on the same lot with a building, between the front line of the building and the front lot line, and extending across the full width of the lot. The “depth” of the front yard is the minimum distance between the front lot line and the front line of the building. Front yards serving single-family dwellings, duplexes, triplexes and four-plexes shall be defined as the space

on the same lot with a building, between the designated front of the residence and any lot line abutting a street or private right-of-way.

Yard, Rear

"Rear yard" means a space on the same lot with a building, between the rear line of the building and the rear lot line, and extending the full width of the lot. The "depth" of the rear yard is the minimum distance between the rear lot line and the rear line of the building.

Yard, Side

"Side yard" means a space on the same lot with a building, between the side line of the building and the side lot line, and extending from the front yard to the rear yard. The "width" of the side yard shall be the minimum distance between the side lot line and the side line of the building.

EXHIBIT B

A revised Chapter 19.12 is hereby enacted as follows:

CHAPTER 19.12 FORESTRY RECREATION ESTATE ZONE (FRE)

19.12.010 Purpose

The purpose of the Forestry Recreation Estate Zone (FRE) is to permit the development of the foothill areas of the City for forestry, trails, and residential uses to the extent such development can mitigate the potential natural hazards/sensitive lands, if any, on the lots in this zone.

19.12.020 Applicability.

The FRE Zone shall be applied to existing parcels, lots, and areas already included in the FRE Zone in the City, but no additional parcels, lots or land may be added to the FRE zoning district.

19.12.030 Permitted and Conditional Uses

Uses in the FRE Zone are as determined by Table 19.12.1 Permitted and Conditional Uses in the FRE Zone. If a use is not specifically designated in the table, then it is prohibited.

Table 19.12-1 Permitted and Conditional Uses in Forestry Recreation Estate (FRE) Zone

Table 19.12-1 Permitted and Conditional Uses in the Forestry Recreation Estate Zone		
<i>P= Permitted C= Conditional Use Review Required</i>		
<i>Land use</i>	<i>FRE</i>	<i>Limitations/references</i>
<i>Residential Uses</i>		
Single household dwelling	P	
Internal accessory dwelling	P	
Group Homes	P	Up to four occupants allowed without a request for a reasonable accommodation
Short-term rentals	P	Provided a valid Millcreek business license has been issued and in good standing with respect to the short term rental
<i>Civic and Institutional Uses</i>		
Public uses	C	
Quasi-Public Uses	C	
Religious Assembly	P	
<i>Miscellaneous Uses</i>		
Temporary structures	C	As set forth in MKZ 19.XX.XX Temporary Uses
Accessory Uses, Accessory Buildings and structures	P	As set forth in MKZ 19.14.070 Accessory Uses, Accessory Buildings and Structures

19.12.040 Spatial Requirements

The minimum setbacks, maximum height and lot size requirements are as set forth in Table 19.12.-2 Spatial Requirements for the Forestry Recreation Estate Zone:

Table 19.12.-2 Spatial Requirements for the Forestry Recreation Estate Zone								
Zone	Minimum lot area	Minimum lot width	Minimum Front Setback	Minimum Side Setbacks	Minimum Rear Setbacks	Maximum Height	Maximum Density	
FRE	5 acres	300' ¹	30' ²	10' on interior lots ² 20' on corner ²	30' ²	35' as per standards in the R-21 zone ²	One Dwelling unit per lot	

Table Note 1. Measurement of Lot Width. The minimum lot width of any lot shall be measured at a distance of fifty feet from the front lot line.

Table Note 2. Slope Requirements. All development in the FRE zone shall be subject to the slope protection standards set forth in the foothills and canyons overlay zone, MKZ 19.72.030B 19.72.060 A, "Slope Protection Standards" and MKZ 19.72.080 Site Access.030D, "Streets and Roads."

19.12.050 Other Considerations

- A. It is anticipated that development in the FRE zone will encounter many potential hazards such as:
- B. Flood zones, avalanche areas, landslides, steep slopes, fault lines, locally significant vegetation, fire risks including the Wildland Urban Interface, soil instability and accessibility issues
- C. Construction activity can have an impact on water quality, downslope properties, emergency vehicle service, fire potential, and the health of the local ecosystem. Consequently, construction techniques shall be regulated subject to challenging conditions on lots in the FRE zone and may require additional studies. Therefore, all development in the FRE zone is subject to FCOZ and/or sensitive lands overlay zone.

19.12.060 Applicability To Lots Of Record And Waivers From Slope Requirements.

All standards and requirements for development in the FRE zones as set forth in this chapter shall apply to development on parcels and lots within subdivisions that were recorded prior to the enactment date of the FR zones in the Salt Lake County ordinances as previously codified.

19.12.070 Related Provisions.

For additional information refer to the zoning ordinance and in particular the following sections:

Requirement	Chapter or Section
Subdivisions	Subdivisions MKC Title 18
Household Pets	Supplementary and Qualifying Regulations MKZ 19.76
Fencing	Fencing, Walls, and Retaining Walls MKZ 19.95
Accessory Buildings	MKZ 19.14.070

MILLCREEK, UTAH
ORDINANCE NO. 24-02

AN ORDINANCE REZONING CERTAIN PROPERTY FROM THE FR-1, FR-2.5, FR-5, FR-10, AND FR-20 ZONE TO THE FORESTRY RECREATION ESTATE (FRE) ZONE

WHEREAS, the Millcreek Council (“Council”) met in a regular meeting on February 12, 2024 to consider, among other things, an ordinance rezoning certain property from the FR-1, FR2.5, FR-5, FR-10, and FR-20 zones to the FRE zone; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-9a-502 provides planning commission shall provide notice as required by Subsection 10-9a-205(1)(a) and, if applicable, Subsection 10-9a-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on March 17, 2023, the required public hearing notice was published; and

WHEREAS, on April 12, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on April 19, 2023, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the April 19, 2023, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such rezone, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on May 3, 2023, the Council caused the required notice to be given; and

WHEREAS, on May 8, 2023, the Council considered the rezone during a public meeting; and

WHEREAS, Section 19.06.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Millcreek to adopt the rezone/map change as recommended by the Planning Commission.

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZT-23-006 filed by Millcreek, the properties listed in Exhibit A and as described more generally in the Zoning Map illustrated in Exhibit B are hereby rezoned/reclassified from the FR-1, FR2.5, FR-5, FR-10 and FR-20 to the FRE zone.

BE IT FURTHER ORDAINED that any zone condition that is listed on the official zoning map that affects the properties described in Exhibits A and B shall remain in force.

BE IT FURTHER ORDAINED, that pursuant to Section 19.06.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 19.06.020.

This Ordinance assigned no. 24-02, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this ____ day of _____, 202__.

MILLCREEK COUNCIL

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 24-02: SAME TITLE AS ABOVE

was adopted the ____ day of _____, 20__ and that a copy of the foregoing Ordinance 24-02 was posted in accordance with Utah Code 10-3-711 this ____ day of _____, 20__.

Alex Wendt, Deputy City Recorder

EXHIBIT A

Properties to be Rezoned to the Forestry Recreation Estate (FRE) Zone:

2905 S CASCADE WY

16251010030000

BEG E LINE OF WASATCH BLVD 1329.02 FT N & 33.83 FT E FR W 1/4 COR SEC 25, T 1S, R 1E, SLM; E 943 FT N 999.6 FT TO SE'LY LINE OF SD BLVD; SW'LY ALG SE'LY LINE OF SD BLVD TO BEG. LESS & EXCEPT BEG N 1991.03 FT & E 662.92 FT FR W 1/4 COR SEC 25, T 1S, R 1E, SLM; E 104 FT; N 25 FT; E 29 FT; N 20 FT; E 67 FT; N 40 FT; E 20 FT; N 40 FT; W 220 FT; S 125 FT M OR L TO BEG. 14.02 AC M OR L. 8503-4881

2907 S CASCADE WY

16251010020000

BEG N 1991.03 FT & E 662.92 FT FR W 1/4 COR SEC 25, T 1S, R 1E, SLM; E 104 FT; N 25 FT; E 29 FT; N 20 FT; E 67 FT; N 40 FT; E 20 FT; N 40 FT; W 220 FT; S 125 FT M OR L TO BEG. 0.51AC M OR L.

2905 S CASCADE WY

16251530300000

BEG NE COR LOT 1, PARK TERRACE #4; S 18^ W 100 FT; S 80^ E 135 FT; S 222.79 FT; S 7^30' W 207.68 FT; S 49^30' E 533.84 FT M OR L; N 893.94 FT M OR L; W 480.87 FT M OR L TO BEG. 6.73 AC M OR L. 4944-0002 10042-6769,6772,6774,6776,6778

2907 S CASCADE WY

16252000040000

LOT 2, SEC 25, T 1S, R 1E, SLM. 27.85 AC M OR L. LESS SURFACE RIGHTS. 5117-1392 2817-0106 5727-0837 5756-0947 6345-0613 6831-2396 7423-2963 8465-6551 08715-0001

3147 S TETON DR
16253270200000

COM 1913.5 FT E & 1925.9 FT N FR SW COR SEC 25 T 1S R 1E SLM N 14°48' E 380 FT N 100 FT N 45° W 150 FT W 137.42 FT N 25°20' W 403.67 FT S 64°40' W 40 FT N 25°20' W 307.24 FT N 84°30' W 84.53 FT S 12°47'20" E TO E'LY LINE OF PARK TERRACENO 2 SUB SE'LY ALG SD LINE TO SE COR LOT 148 SD SUB S 84°55'40" E TO BEG 8.09 AC. 5630-2244 10042-6780,6784

3167 S TETON DR
16253270210000

BEG AT A PT ON S LINE OF BIRD (NO 3 OF THE GRANDMA GROUP) LODGE MINING CLAIM AS STAKED; SD PT BEING E 1913.5 FT & N 1925.9 FT FR SW COR OF SEC 25, T1S, R1E, SLM; N 14°43' E 380FT; N 100 FT; N 45° W 150 FT; W 137.42 FT; N 25°20' W 403.67FT; S 64°40' W 40 FT; N 25°20' W 307.24 FT; S 84°30' E 1218.96 FT M OR L TO E LINE OF NORTH SIDE PLACER MINING CLAIM AS STAKED; S 1228.94 FT M OR L; N 84°55'40" W 723.94 FT TO BEG. 23.0 AC M OR L. 1640-0528

3251 S TETON DR
16254000060000

LOT 3, SEC 25, T 1S, R 1E, SLM. 20.9 AC. LESS SURFACE RIGHTS. 5727-0837,0838 9625-7383

3169 S TETON DR
16253270240000

BEG SE COR LOT 153, PARK TERRACE #2 SUB; N 160 FT; E 760 FT M OR L TO SEC LINE; N 120 FT M OR L; N 84°46' W 730 FT M OR L; N 84°55'40" W 160 FT M OR L TO NE COR LOT 149, SD SUB; S 26°20' E 267.67 FT; S 7° E 104.38 FT TO BEG. 2.96 AC 6908-1454 10042-6780,6784

3215 S TETON DR
16253270250000

BEG SE COR LOT 153, PARK TERRACE SUB #2; E 760 FT M OR L TO SEC LINE; N 160 FT; W 760 FT; S 160 FT TO BEG. 2.79 AC M OR L. 5630-2244 6908-1454 10082-7591

3249 S TETON DR
16253270230000

BEG AT SE COR LOT 153 PARK TERRACE #2 SUB E 760 FT S 270 FT W 900 FT N'LY TO SW COR OF MARVIN A MELVILLE TRACT; S 87° 40' E 136.68 FT N 6°40' W 155 FT TO BEG. 5.1 AC. 4653-355 4806-557, 553 5017-0302 5722-1573 6394-0001 06609-2370

3311 S TETON DR
16253760080000

BEG AT S 1/4 COR SEC 25, T1S, R1E, SLM; W 100 FT M OR L TO ELINE OF EASTWOOD HILLS; NW'LY ALG SD E LINE TO SE COR LOT 33; N 46;30' W 210 FT; N 53; W 272.86 FT; N 18;37' E 270 FT; N 79;29'10" W 478.74 FT; N 15;50' E 84.92 FT; N 40; W 96.49 FT; N'LY ALG CURVE TO LEFT 38.64 FT; N'LY ALG CURVE TO R 41.89 FT; N 26; E 246.37 FT TO N LINE OF SE 1/4 OF SW 1/4 SDSEC 25; E 900 FT M OR L; S 1320 FT TO BEG. 20.07 AC. 4653-355, 4806-557, 553. 5017-0302 5722-1573 06609-2370 10517-1225

3399 S CRESTWOOD DR
16253760070000

COM AT NE COR LOT 29 EASTWOOD HILLS SUB N 53^ W 176.86 FT N 32^30' W 150 FT N 58^ W 215 FT S 79^29'10" E 498.74 FT S 18^37' W 270 FT TO BEG BEING IN SE 1/4 OF SW 1/4 SEC 25-1S-1E 1.42 AC

3309 S TETON DR
16254000050000

SE 1/4 OF SE 1/4 SEC 25 T 1S R 1E SL MER 40 AC 5387-0192 6418-1784 6995-0163 7146-0092,0093 10522-0137

3397 S CRESTWOOD DR
16361300180000

BEG AT N 1/4 COR SEC 36 T 1S R 1E SL MER S 80 RDS W 247.07 FT N 21^37'16" E 318.43 FT N 6^56'59" E 245.79 FT N 770 FT E 100 FT TO BEG 3.83 AC. 4653-355, 4806-557 4806-0553

3885 MILLCREEK CANYON RD
16362000030000

BEG IN CEN SEC 36, T1S, R1E, SLM; N 2640 FT; E 2640 FT; S 1940 FT; SW'LY TO BEG. LESS & EXCEPT BEG S 2418.81 FT & E 2640 FT FR NW COR OF SD SEC 36; S 55;31' E 58.66 FT; S 34;29" W 85.40 FT; N TO BEG. 138.73 AC M OR L. 5333-0010 5387-0912 5506-2980 5725-0942 6344-1347 7007-1106 9517-5668 9548-1734 9657-5375 09555-0001 10580-7492 10917-2768 11252-8675

3883 MILLCREEK CANYON RD
16362510010000

BEG S 2418.81 FT & E 2640 FT FR NW COR OF SEC 36, T1S, R1E, SLM; S 55;31' E 58.66 FT; S 34;29" W 85.40 FT; N TO BEG. 0.06 AC M OR L. 5333-0010 5387-0912 5506-2980 5725-0942 3418-0350 6344-1347 7007-1106

3901 MILLCREEK CANYON RD
16362000020000

BEG AT SW COR OF NE 1/4 OF SEC 36, T 1S, R 1E, S L M; E 2640FT; N 700 FT; SW'LY TO BEG LESS ST 18.45 AC 11-V-355 5886-0002

3798 MILLCREEK CANYON RD
16363270350000

BEG 3345.81 FT S 40°17'08" E & S 44° W 308.69 FT FR NW COR OF SEC 36, T 1S, R 1E, S L M; N 87°57'45" E 145.92 FT; E'LY ALG CURVE TO R 215.97 FT; S 78°44'15" E 54 FT; E'L 301.1 FT ALG CURVE TO L; S 0°48'42" E 97.45 FT; S 75° W 132.85 FT; S 77°30' W 220 FT; N 81°45' W 73 FT; N 55° W 140 FT; N 60° W 50 FT; N 31 FT; N 66°30' W 159.1 FT; N 44° E 6.69 FT TO BEG. 2.134 AC M OR L. 9M-69, 159-361, 1211-514

3830 MILLCREEK CANYON RD
16363270090000

BEG NE COR LOT 6, MOUNT OLYMPUS VIEW SUB; S 80°12' W 233.5 FT; S 86°30' W 137.64 FT; N 66°30' W 220 FT; N 3°52'30" W 165 FT M OR L; S 60° E 30 FT M OR L; S 31 FT; S 60° E 5 FT; S 55° E 140 FT; S 81°45' E 73 FT; N 77°30' E 220 FT; N 75° E 113 FT M OR L; S 119.29 FT M OR L TO BEG. 1.41 AC BEING IN NE 1/4 OF SW 1/4 SEC 36, T 1S, R 1E. 5474-2308 5741-2058

3952 MILLCREEK CANYON RD
16364010410000

BEG AT N 20;23'16" E 106.91 FT FR NW COR OF LOT 116, MOUNT OLYMPUS PARK SUB; S 75;00'00" W 293.55 FT; N 00;00'00" E 30 FT; S 80;12'00" W 12.07 FT; N 00;00'00" E 395.66 FT; N 89;44'48" E 451.89 FT; S 00;00'00" E 308.21 FT; S 87;14'25" W 117.59 FT; S 47;28'19" W 52.91 FT TO BEG. LESS & EXCEPT ANY PORTION OF MILL CREEK CANYON RD. 3.78 AC M OR L. 4857-0081 5717-0547 9989-0748 10293-9769

4002 MILLCREEK CANYON RD
16364260090000

BEG N 1276.35 FT FR SE COR SEC 36, T1S, R1E, SLM; W 1690.36 FT; N 61;40'50" E 952.94 FT; N 63;03'01" W 170.21 FT; S 62;19'30" W 882.65 FT; N 52;50'30" E 800 FT; N 63 03'01" W 382.8 FT; N 52;50'30" E 0.121 FT; N 72;39'13" W 185.64 FT; N70;01'01" W 172 FT M OR L; N 60; W 402.89 FT; N 75; E 6.81 FT; N 331.1 FT; E 2200.28 FT; S 1368 FT TO BEG. 51.38 AC. 5593-0208 5927-1296 6229-0834 6487-1325 6225-0376,0378 6602-1070,1068 8295-0544 9632-1924 9732-2978

3911 S PARKVIEW DR
16364010030000

COM AT NE COR LOT 115 MOUNT OLYMPUS PARK S 15°29'20" E 161 FT N 52°20'40" E 360 FT N 68° W 182.89 FT M OR L TO A PT N 52°26'20" E FR BEG S 52°26'20" W 210 FT M OR L TO BEG 1.16 AC BEING IN NW 1/4-SE 1/4 SEC 36-1S-1E 6055-2407 10358-9524

3913 S PARKVIEW DR
16364010430000

BEG N 1276.35 FT & W 1699.81 FT TO E LINE OF MT OLYMPUS PARKSUB & N 38°46' W 146.48 FT & N 35°30' W 491 FT FR SE COR SEC36, T1S, R1E, SLM; N 15°29'20" W 156 FT; N 52°20'40" E 360 FT M OR L; S 70°01'01" E 172 FT M OR L; S 52°27'05" W 511 FT M OR L TO BEG. 1.45 AC M OR L. 5593-208 5927-1296 6229-08346487-1325 6225-0376,0378 6602-1070,1068 8295-0544 9632-1924 9655-0163 9732-3050

3909 S PARKVIEW DR
16364010440000

BEG N 1276.35 FT & W 1699.81 FT TO E LINE OF MT OLYMPUS PARKSUB & N 38°46' W 146.48 FT & N 35°30' W 491 FT FR SE COR OF SEC 36, T1S, R1E, SLM; N 52°27'05" E 511 FT TO TOP OF RIDGE LINE; S 72°39'13" E 185.64 FT; S 52°50'30" W 623 FT; N 35°30'00" W 147.60 FT TO BEG. 1.95 AC M OR L. 5593-208 5927-1296 6229-0834 6487-1325 6225-0376,0378 6602-1070,1068 8295-0544 9632-1924 9732-2978

3955 S PARKVIEW DR
16364010330000

BEG NE COR OF LOT 111, MOUNT OLYMPUS PARK SUB; N 52°50'30" E APPROX 700 FT; S 63°03'01" E 216.112 FT; S 52°50'30" W 800 FT; N 35°30' W 194.5 FT TO BEG. 3.35 AC. 6229-0834 08601-1898

3969 S PARKVIEW DR
16364010340000

BEG SE COR LOT 111, MT OLYMPUS PARK SUB; N 62°19'30" E 882.65 FT; S 63°03'01" E 170.21 FT; S 61°40'50" W 952.94 FT; W 9.45 FT; N 35°30' W 146.48 FT TO BEG. 3.06 AC 6229-834 6487-1325 9074-7781,7799 9903-5419

4007 S PARKVIEW DR
16364770010000

COM AT SE COR LOT 107 MT OLYMPUS PARK N 38°46' W 608 FT TO NE COR LOT 109 SD SUB E 1700 FT M OR L TO E LINE OF SEC S 477.58 FT M OR L TO PT DUE E OF BEG W 1316 FT M OR L TO BEG 18.79 AC. 5377-0592

4027 S POWERS CIR
16364770040000

BEG N 438.92 FT FR SE COR OF SEC 36, T 1S, R 1E, S L M; N 359.85 FT; W 1228.53 FT TO E BNDRY LINE OF LOT 706, MT OLYMPUS PARK #7 SUB; S 8° E 98.32 FT; SW'LY ALG CURV TO L 72.68 FT; SE'LY ALG CURVE TO R 53.13 FT; S 30° 30' E 230.75 FT; E 1131.29 FT TO BEG. 10 AC 6208-1221

4035 S POWERS CIR
16364770050000

BEG AT SE COR OF SEC 36, T 1S, R 1E, S L M; N 438.92 FT; W 1181.29 FT; S 30° 30' E 216.63 FT; S 24° E 335.27 FT; N 50° 23' E 82.89 FT; N 89° 55' 07" E 821.13 FT TO BEG. 10.2 AC MOR L. 5343-1071 6208-1219 6821-2279 6923-1436 7513-1709 7823-1158 8995-2808 10264-8392 10336-7421 10336-7768

4143 S PARKVIEW DR # REAR
22012270120000

COM AT MOST N'LY COR LOT 95 MOUNT OLYMPUS PARK S 29° 24' E 191.5 FT S 56° 27' 50" W 199.74 FT N 29° 24' W 170 FT N 50° 23' E 202.45 FT TO BEG 4568-0915 5401-1066, 5403-82 5403-0083

4200 S PARK TERRACE DR
22012280050000

BEG AT NE COR OF SEC 1, T 2S, R 1E, S L M; S 89° 55' 07" W 800.93 FT; S 29° 24' E 180.66 FT; S 56° 27' 50" W 199.74 FT; S 29° 24' E 626.84 FT; N 67° E 219.62 FT; N 77° 09' 30" E 50 FT; N 67° 30' E 346.48 FT; N 585.47 FT TO BEG. (BEING PART OF LOTS 90 THRU 94, MOUNT OLYMPUS PARK SUB) 5428-2530 5861-00026529-2841 7371-2962 7615-2458 09216-3129

4523 S GILEAD WY
22014760030000

BEG AT THE SE COR OF LOT 59, MOUNT OLYMPUS COVE SUB; S 47° 30' W ALG MOUNT OLYMPUS COVE SUB 638.51 FT M OR L; S 44° E 30.01 FT; S 47° 30' W 74.95 FT M OR L; S 615.20 FT M OR L; W 150 FT; S 1320 FT M OR L; E 655.17 FT M OR L TO A PT DUE SOUTH FR THE BEG. N 2438.8 FT M OR L TO BEG. 30.11 AC M OR L. 8826-6613,6611 09232-0675

4501 S GILEAD WY
22014270190000

BEG AT THE SE COR OF LOT 221, MOUNT OLYMPUS COVE NO 2 SUB; S 44° E 30.01 FT; S 47° 30' W 125.94 FT; N 40° W 30.03 FT; N 47° 30' E 123.84 FT TO BEG. 0.09 AC.

4503 S GILEAD WY
22014270180000

BEG AT THE SE COR OF LOT 222, MOUNT OLYMPUS COVE NO 2 SUB; S40° E 30.03 FT; S 47°30' W 115.11 FT; N 40° W 30.03 FT; N 47°30' E 115.11 FT TO BEG. 0.08 AC. 8826-6613 9323-1429 9714-2460

4523 S GILEAD WY
22014270200000

BEG AT THE SW COR OF LOT 228, MOUNT OLYMPUS COVE NO 2 SUB; S99.21 FT; E 805.17 FT; N 615.20 FT M OR L; S 47°30' W 166.10 FT M OR L; N 40° W 30.03 FT; S 47°30' W 451.02 FT M OR L; S 69°45' W 352.66 FT TO BEG. 5.87 AC M OR L. 8826-6611 8826-6613 09232-0675

4527 S GILEAD WY
22014760010000

NW 1/4 OF SE 1/4 OF SE 1/4 SEC 1 T 2S R 1E SL MER 10 AC 06315-1839 10631-8402

4523 S GILEAD WY
22014510280000

BEG S 761.95 FR SW COR OF LOT 228, MOUNT OLYMPUS COVE SUB # 2; (SD LOT COR PT BEING S 2855.46 FT & S 47°30' W 1329.40 FT & S 69°45' W 352.66 FT FR NE COR SEC 1, T 2S, R 1E, SLM); E 660 FT; S 660 FT; W 1019.43 FT; N 636.47 FT; E 359.43 FT; N 23.53 FT TO BEG. 15.25 AC M OR L. 09232-0675

4533 S GILEAD WY
22014510270000

LOT 2, LANG SUBDIVISION.

4509 S ZARAHEMLA DR
22014060160000

The portion of the property more particularly described below, that was located in the FR-5 zone as depicted on the Millcreek Zoning Map as of 1 January 2024:

LOT 1314, MT OLYMPUS COVE NO 13 SUB. ALSO BEG SE COR LOT 1315, SD SUB; S 125.97 FT; S 75°10'41" W 59.76 FT; S 79° 27'58" W 78 FT; S 44°25'24" W 34.06 FT; S 56°26'05" W 56.21 FT; S 51°14'03" W 33.67 FT; N 39° W 67.26 FT; N 51° E 240.83 FT; N 71°58'04" E 91.03 FT TO BEG. 0.92 AC M OR L. 4869-547 5305-1300 5356-0184 5749-2412 5754-2381 6100-2150 6114-0569 6771-0115 7355-2162,2163 7229-1123 7504-1480 7704-0223 7998-0443 8003-1699 8210-1695

4550 S GILEAD WY
22014510290000

LOT 1A, LANG SUB LOT 1 AMENDMENT. 10286-4305

4545 S ZARAHEMLA DR
22014510020000

COM 40 RDS E FR S 1/4 COR SEC 1 T 2S R 1E SL MER E 300 FT N 800 FT W 300 FT S 800 FT TO BEG 5.49 AC

4549 S ZARAHEMLA DR
22014510250000

BEG SE COR LOT 1309, MT OLYMPUS COVE NO 13 SUB; N 39°30' E 40 FT; S 44°00'09" E 130.20 FT; S 59°47' 01" W 169.13 FT; S 135.77 FT; S 53°02'51" W 198.15 FT; N 36°57'09" W 128.50 FT; S 53°02'51" W 244.24 FT; N 74°06'22" W 235.53 FT; N 0°07' E 245 FT; N 51°00' E 144.56 FT; S 39°00' E 195.42 FT; N 51°00' E 359.18 FT; NE'LY ALG A 50 FT RADIUS CURVE TO L 133.97 FT; S 50°30' E 110.08 FT TO BEG. 5.001 ACRES. 7484-1269 8248-6330,6340,6342 838-0441 8389-0443 8915-0524,0526 09611-9720 10730-3307

4551 S ZARAHEMLA DR
22014510170000

BEG S 0°07' W 4230.68 FT & N 51° E 144.56 FT FR N 1/4 COR SEC 1, T 2S, R 1E, SLM; N 51° E 100 FT M OR L; S 39° E 195.42 FT; S 51° W 100 FT M OR L; N 39° W 195.42 FT TO BEG. 0.45 AC M OR L. 6629-2202

4601 S THOUSAND OAKS DR
22014510210000

BEG S 53°02'51" W 697.73 FT FR SE COR LOT 1309, MT OLYMPUS COVE #13 SUB; S 53°02'51" W 163 FT; N 0°07' E 135 FT; S 74°06'22" E 135.15 FT TO BEG. 0.20 AC M OR L

4601 S THOUSAND OAKS DR
22014510240000

BEG S 0°07' W 4610.68 FT FR N 1/4 COR SEC 1, T 2S, R 1E, SLM; S 0°07' W 669.32 FT; E 658.94 FT; N 903.08 FT; S 53° 02'51" W 198.15 FT; N 36°57'09" W 128.5 FT; S 53°02'51" W 244.24 FT; N 74°06'22" W 100.38 FT; S 53°02'51" W 163 FT TO BEG. 12.018 AC M OR L.

**4601 S THOUSAND OAKS DR
22013760260000**

BEG AT THE NE'LY MOST COR OF LOT 1, SKYLINE HILLS SUB; N 38½°E 81.89 FT M OR L; S 0½°03' E 1240.42 FT M OR L (1250 FT M OR L IN WD #5612123) TO S 1/4 COR SD SEC 1, T2S, R1E, SLM; AS IDENTIFIED IN WD #5612123; W'LY 51.50 FT M OR L TO S 1/4 CORSD SEC 1 AS IDENTIFIED IN DEDICATION PLAT OF SKYLINE HILLS SUB 98-9P-252; N 1175.89 FT TO BEG. 1.41 AC M OR L. 6760-44710203-0001 11337-8495

**4647 S THOUSAND OAKS DR
22013760240000**

LOT 1, SKYLINE HILLS SUB. 8309-4091 8450-2710 8594-8738 8634-5615 8635-6582 9069-1903 09100-0281

**4634 S THOUSAND OAKS DR
22013520340000**

LOT 5A, SKYLINE HILLS SUB AMENDING LOTS 3, 5 AND A PORTION OF LOT 4.
10972-2988

**4619 S JUPITER DR
22013520130000**

The portion of the property more particularly described below, that was located in the FR-1 zone as depicted on the Millcreek Zoning Map as of 1 January 2024:
LOT 1548, MT OLYMPUS HILLS NO 15. 7815-2931 8289-3651 8774-2396 8776-0417 08781-2512

**4662 S THOUSAND OAKS DR
22013520280000**

BEG AT SE COR LOT 1548, MT OLYMPUS HILLS #15; S 53½°30' W 74.21 FT; S 82½°45' W 60 FT; N 31½°30' E 114.2 FT; S 52½°30' E 75 FT TO BEG. (BEING A PORTION OF LOT 1549, MT OLYMPUS HILLS #15). 9835-9911 9978-8818 10286-4305 10322-5329 10323-989 10336-5089 10349-2335 10379-2834 10741-8697

**4675 S THOUSAND OAKS DR
22013760250000**

LOT 2, SKYLINE HILLS SUB. 09436-8693 10720-7993

**4677 S THOUSAND OAKS DR
22013760220000**

BEG E 1583.95 FT FR SW COR SEC 1, T 2S, R 1E, SLM; N 230 FT; E 200 FT; S 230 FT; W 200 FT TO BEG. 1.06 AC.

**4601 S THOUSAND OAKS DR
22121000030000**

BEG S 322.195 FT M OR L FR NW COR SEC 12, T 2S, R 1E, SLM; E 2653.2 FT M OR L TO A PT ON N S SEC LINE SEC 12; S ALG CTR SEC LINE 1006.88 FT M OR L TO A PT ON S LINE OF N 1/2 OF NW 1/4 SEC 12; N 89°48'14" W 2653.213 FT M OR L TO W LINE SEC 12; N ALG W LINE 997.805 FT M OR L TO BEG. 60.0 AC M OR L.

**4646 S JUPITER DR
22013080630000**

The portion of the property more particularly described below, that was located in the FR-5 zone as depicted on the Millcreek Zoning Map as of 1 January 2024:

BEG AT NW COR LOT 1551 MT. OLYMPUS HILLS #15 SUB; S 65°30' E 283.73 FT; S 31°30' W 93.32 FT; S 77°25' E 100 FT; S 29°44'38" W 160.57 FT; N 55°08'51" W 353.19 FT; N 21°45' E 168.60 FT TO BEG. (BEING ALL OF LOT 1551 MT OLYMPUS HILLS #15 SUB & PT OF LOT 4 SKYLINE HILLS SUB.) 1.49 AC M OR L. 5468-820 5667-338 6087-1443 9469-5456 8896-853 9070-3524,3526 9219-6621 9105-3379 9925-927 9385-7783,7779 10096-2091 10097-7309

**4653 S LEDGEMONT DR
22013520270000**

BEG AT SW COR LOT 1551, MT OLYMPUS HILLS SUB; S 55°08'51" E 353.19 FT; S 29°44'38" W 983.64 FT; W 158.85 FT; N 1°00'51" E 322.20 FT; W 75.28 FT; N 30°35' E 124.09 FT; N 59°25' W 170 FT; N 30°35' E 90 FT; N 59°25' W 130 FT; N 30°35' E 253.68 FT; NE'LY ALG A 346 FT RADIUS CURVE TO R 71.99 FT (CHD N 36°32'38" E 71.86 FT); NE'LY ALG A 525 FT RADIUS CURVE TO L 2.12 FT (CHD N 42°23'19" E 2.12 FT); S 56°02'40" E 341.04 FT; N 21°45' E 333.32 FT TO BEG. (BEING PT OF LOT 4 SKYLINE HILLS). 10.20 AC M OR L. 9070-3524,3526 9219-6621 9105-3379 9925-927 9385-7783,7779 10096-2091 10097-7309 10246-2143

**4661 S LEDGEMONT DR
22024820060000**

BEG AT MOST NW COR LOT 614, OAKCLIFF PARK NO 6 SUB; N 30°35' E 90 FT M OR L; S 59°25' E 130 FT M OR L; S 30°35' W 90 FT M OR L; N 59°25' W 130 FT M OR L TO BEG. 0.27 M OR L. 9835-9910 10008-1992 10073-8205 10202-8289 10452-4234 11220-8679

**4601 S THOUSAND OAKS DR
22112300020000**

BEG NE COR SEC 11, T 2S, R 1E, S L M; S $1^{\circ}00'51''$ W 1322.357 FT; N $89^{\circ}10'30''$ W 617.704 FT; N 17° E 1067.641 FT; S 82° E 195.064 FT; N 194.638 FT; N $21^{\circ}34'30''$ E 73.09 FT; N $30^{\circ}35'$ E 65.985 FT; E 75.282 FT TO BEG. 11.852 AC. (BEING PARCEL A OF CLIFFWOOD PARK)

**5050 S MILE HIGH DR
22112510370000**

The portion of the property more particularly described below, that was located in the FR-1 or FR-5 zone as depicted on the Millcreek Zoning Map as of 1 January 2024:

BEG W 1320 FT M OR L FR E 1/4 COR SEC 11, T 2S, R 1E, SLM; N 660 FT; SW'LY ALG A 559.96 FT RADIUS CURVE TO L 246.65 FT; S $23^{\circ}21'30''$ W 36 FT; N $81^{\circ}24'34''$ W 245.33 FT; N $0^{\circ}10'44''$ E 200 FT; W 564.6 FT; S $9^{\circ}08'37''$ W 470.88 FT; E 143 FT; S 202.85 FT; E 884.4 FT TO BEG. 12.92 AC M OR L. 6860-2007 7570-2968 8471-8361 08493-3107

**4936 S MILE HIGH DR
22112510360000**

BEG S $0^{\circ}10'30''$ W 1987.09 FT & S $89^{\circ}11'52''$ E 926.68 FT & S $0^{\circ}10'44''$ W 200 FT FR N 1/4 COR SEC 11, T 2S, R 1E, SLM; S $89^{\circ}11'52''$ E 256.88 FT; S $23^{\circ}21'30''$ W 36 FT; N $81^{\circ}24'34''$ W 245.33 FT TO BEG. 0.10 AC M OR L.

**4936 S MILE HIGH DR
22112510270000**

BEG S $0^{\circ}10'30''$ W 1987.09 FT & S $89^{\circ}11'52''$ E 926.68 FT FR N 1/4 COR SEC 11, T 2S, R 1E, SLM; S $89^{\circ}11'52''$ E 400 FT; SW'LY ALG 559.96 FT RADIUS CURVE TO L 246.65 FT; N $89^{\circ}11'52''$ W 256.88 FT; N $0^{\circ}10'44''$ E 200 FT TO BEG. 1.51 AC M OR L. 6860-2007 7120-2231 7119-1652

**4841 S PINNACLE PL
22112510080000**

BEG 660 FT S FR NE COR OF SW 1/4 OF NE 1/4 OF SEC 11, T 2S, R 1E, S L M; N $88^{\circ}16'12''$ W 250 FT; N $0^{\circ}09'$ W 500 FT; S $88^{\circ}16'12''$ E 250 FT; S $0^{\circ}09'$ E 500 FT TO BEG. 2.87 AC 5619-1713-1715 5629-1717 6057-1440 6297-1950 8477-8575

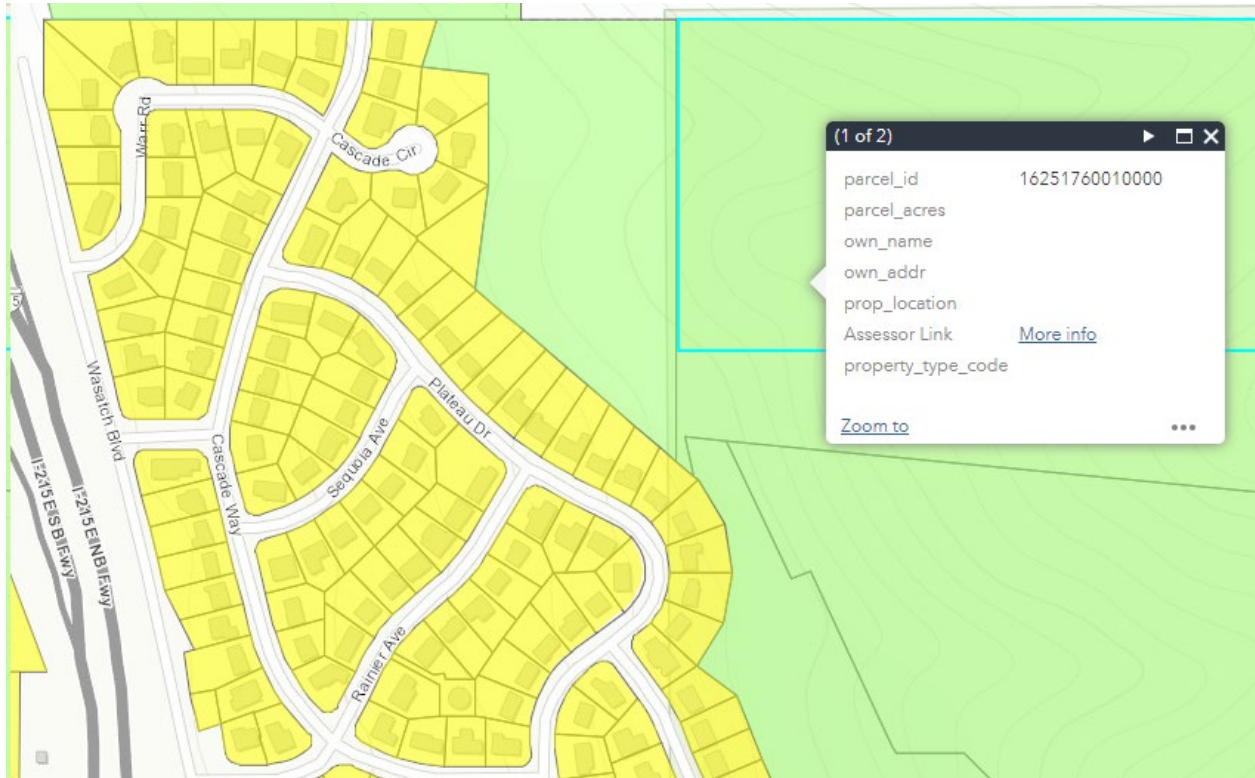
**3236 E MOUNTAIN CV
22112510530000**

The portion of the property more particularly described below, that was located in the FR-5 zone as depicted on the Millcreek Zoning Map as of 1 January 2024:

THE COVE ON MT OLYMPUS PUD COMMON AREA CARD. BEG ON SE COR OF OAKCLIFF PARK SUB. SD PT BEING S 1527.14 FT & E 531.81 FT FR N 1/4 COR OF SEC 11, T2S, R1E, SLM; N 10°52' E 440.4 FT; N 4°09' E 362.22 FT; S 85°51' E 148.69 FT; N 88°30' E 29.69 FT; N 82°30' E 117.72 FT; S 7°30' E 190.99 FT; S 55°10' E 218.73 FT; S 24°15' E 94.98 FT; N 77°30' E 90.88 FT; SE'LY ALG CURVE TO L 67.54 FT; S 32°13'50" W 23.28 FT; S 20°44'50" E 160.07 FT; N 89°10'30" W 10 FT; S 0°09' E 160.95 FT; N 88°16'12" W 250 FT; S 0°09' E 500 FT; N 88°16'26" W 636.91 FT; N 10°52' E 454.14 FT TO BEG. LESS & EXCEPT BEG S 985.27 FT & E 667.16 FT FR N 1/4 COR SEC 11, T2S, R1E, SLM; S 85°51'00" E 65.89 FT TO W'LY R/W LINE OF MOUNTAIN LANE; SD PT ALSO BEING SE COR LOT 31, PL B, OF THE COVE ON MT OLYMPUS PUD; S 23°30'00" W 41.37 FT; N 75°06'25" W 40.36 FT; N 28°51'57" W 23 FT; N 04°09'00" E 12.23 FT TO BEG. 0.40 AC M OR L. ALSO LESS & EXCEPT BEG 716.59 FT E & 1295.61 FT S FR N 1/4 COR SEC 11, T2S, R1E, SLM; ALSO BEING SE COR LOT 30, PL B, OF THE COVE ON MOUNT OLYMPUS PUD; S 19°00' W 12 FT; N 77°31'11" W 70.46 FT; N 71°00' W 56.26 FT; N 10°52' E 20.20 FT; S 71°00' E 129.12 FT TO BEG. 0.05 AC M OR L. ALSO LESS & EXCEPT BEG 710.08 FT E & 1314.52 FT S FR N 1/4 COR SEC 11, T2S, R1E, SLM; ALSO BEING NE COR LOT 29, PL B, OF THE COVE ON MOUNT OLYMPUS PUD; N 71°00' W 70 FT; S 77°31'11" E 70.46 FT; S 19°0' W 8 FT TO BEG. 0.01 AC M OR L. ALSO LESS & EXCEPT BEG 723.67 FT E & 1364.15 FT S FR N 1/4 COR SEC 11, T2S, R1E, SLM; ALSO BEING THE N'LY MOST COR LOT 18, PL B, OF THE COVE ON MOUNT OLYMPUS PUD; N 19°00' E 20 FT; S 71°00' E 72 FT; S 11°14'00" E 7.13 FT; S 53°37'37" E 46.35 FT; N 71°00' W 119.82 FT TO BEG. 0.04 AC M OR L. ALSO LESS & EXCEPT BEG 916.67 FT E & 1339.53 FT S FR N 1/4 COR SEC 11, T2S, R1E, SLM; ALSO BEING THE E'LY MOST COR LOT 16, PL B, OF THE COVE ON MOUNT OLYMPUS PUD WHICH IS THE POINT OF A 40 FT

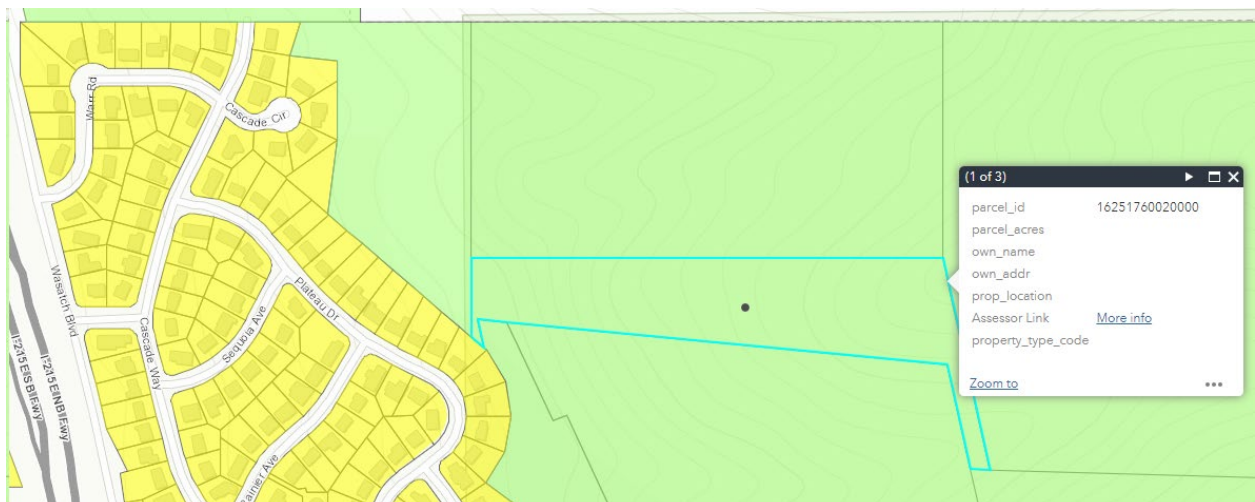
16251760010000

No address or legal description available. Parcel as described on Millcreek's official zoning map accessed on 2 January 2024 is depicted below:



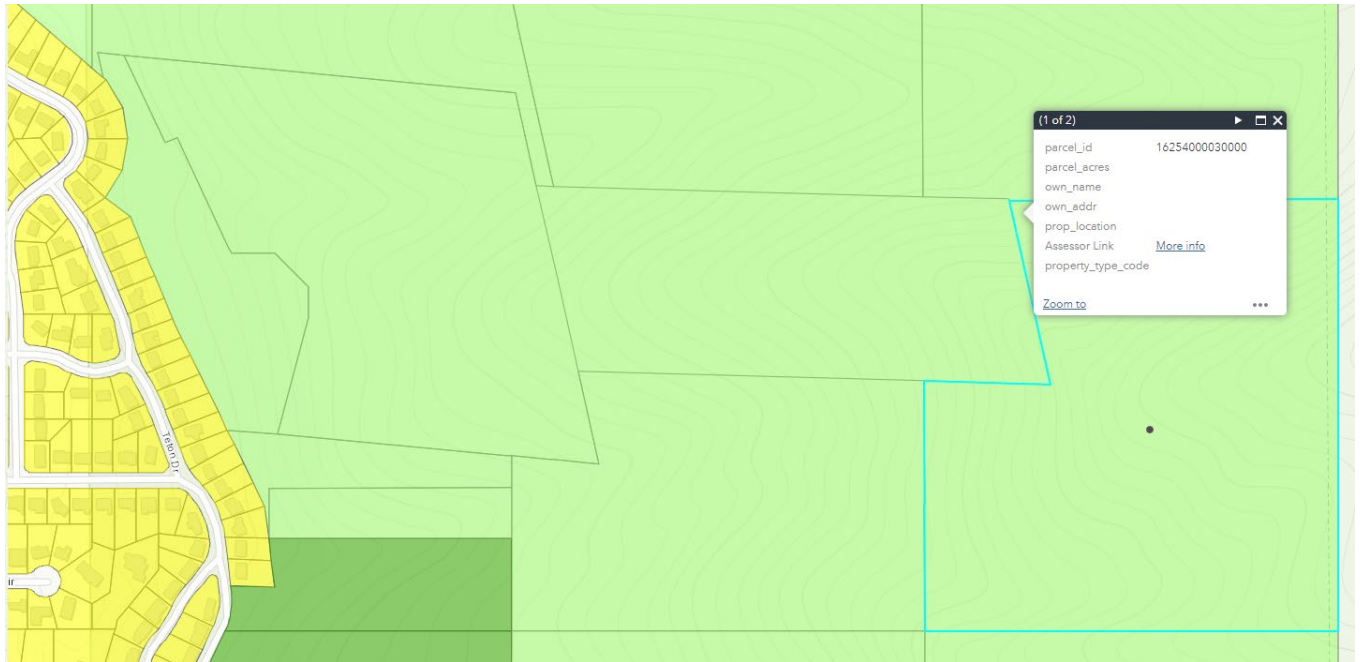
16251760020000

No address legal description available. Parcel as described on Millcreek's official zoning map accessed on 2 January 2024 is depicted below:



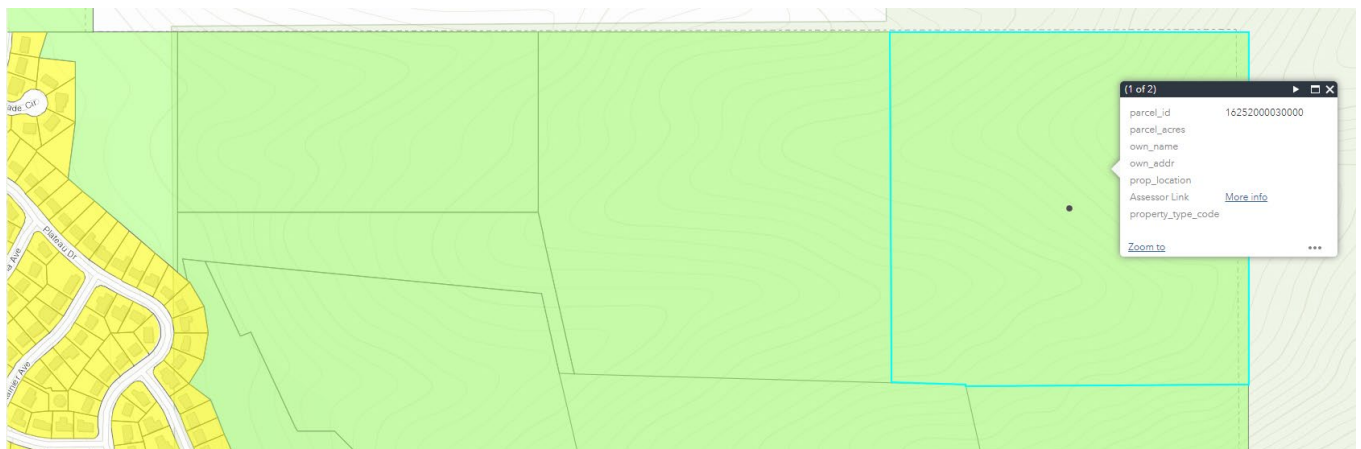
16254000030000

No address or legal description available. Parcel as described on Millcreek's official zoning map accessed on 2 January 2024 is depicted below:



16252000030000

No address legal description available. Parcel as described on Millcreek's official zoning map accessed on 2 January 2024 is depicted below:



16254000040000

No address or legal description available. Parcel as described on Millcreek's official zoning map accessed on 2 January 2024 is depicted below:

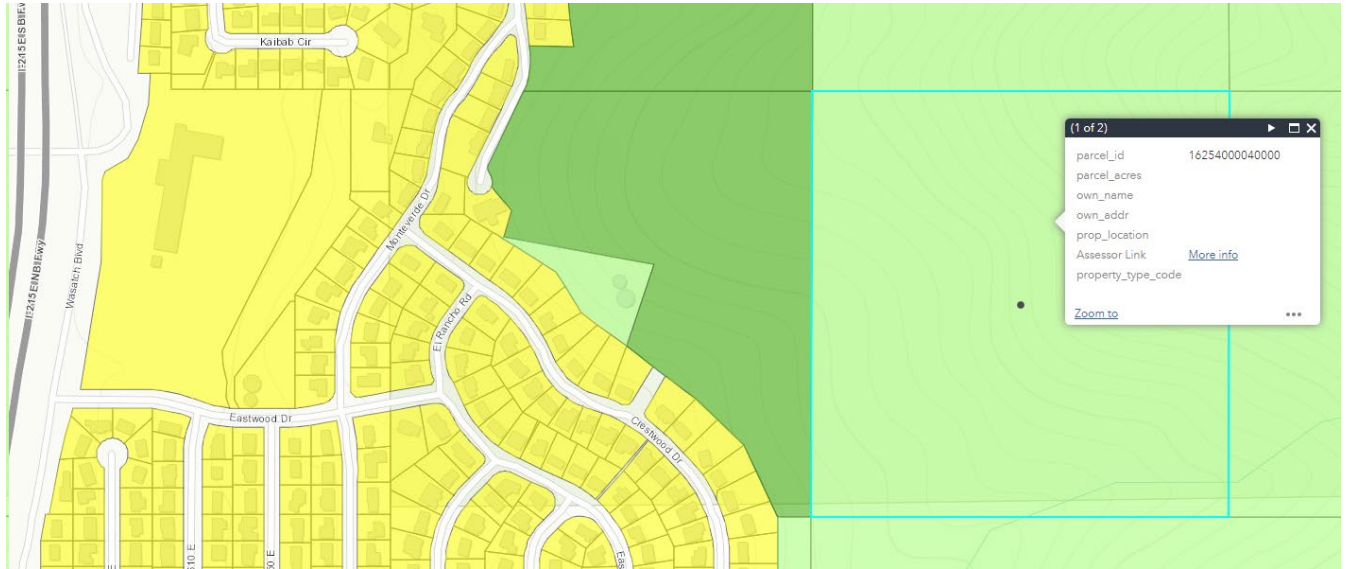


EXHIBIT B: FORESTRY ZONES TO BE REDESIGNATED TO THE FORESTRY RECREATION ESTATE (FRE) ZONE



00.380.751.5

Mile

FR-1

FR-2.5

FR-20

FR-1/zc

FR-10

FR-5

Sources:

Millcreek;

Utah State AGRC;

Salt Lake County

Published:

01 March 2023

MILLCREEK, UTAH

FORESTRY ZONES

Millcreek makes no warranty with respect to the accuracy, completeness or usefulness of this publication, or the consequential damages resulting from the use or misuse of this publication, or any of the information contained herein.

Millcreek

3330 South 1300 East

Millcreek, UT 84106

(801) 214-2700

www.millcreek.us

Author: Brian Busch - Millcreek GIS

Spatial Reference: NAD 1983 StatePlane Utah Central FIPS 4302 Feet

Path: C:\Users\bbusch\Documents\ArcGIS\Projects\Projects\Projects.aprx



ZM-22-009

City Council Staff Report

(Second Reading)

Meeting Date: 2/12/2024

Applicant: Adam Hughs w/Lotus, Calla Homes

Property Address: 3739 South 900 East

Zone: Commercial (C-3)

Prepared By: Brad Sanderson - Current Planning Manager

Scope of Decision: **Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission. Your decision should consider prior adopted policies, especially the Millcreek General Plan.

SYNOPSIS AND REQUEST

Adam Hughes, on behalf of BV Lotus Calla Homes (applicant), is proposing to develop approximately 3.04 acres of property generally located at 3743 South 900 East (formally known as the Fat Cats site) into a commercial and residential mixed-use development. The applicant has filed an application with the Millcreek, requesting to:

1. Amend the Millcreek Future Land Use Map - changing the land use designation of the eastern portion of the property (approximately 2.5 acres) from Retail/Office to Neighborhood II and,
2. Rezone of the same portion of the property (approximately 2.5 acres) from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone and,
3. Enter into a Development Agreement between the applicant and Millcreek, ensuring that the property will be developed according to the proposed concept layout plan, elevations, and other technical guidelines (see attached).

Development Agreement Summary

In addition to the standards already required by both the C-3 and R-M Zones, the Development Agreement, would further subject the property to the following specific development requirements:

- A minimum of 3,000 square feet of commercial space for a restaurant business will be provided near

the northwest corner of the development.

- The development will comprise of a minimum of 59 total residential units includes live/work units). Each unit will be oriented towards having direct pedestrian access onto either a street or open space area.
- All nine of the live/work units shall be located along 900 East, and each shall contain a minimum of 400 square feet of ground floor commercial/office space per unit.
- All eighteen (18) units proposed near 900 East and located within the commercial zone, will be subdivided to allow for individual ownership.
- Each residential unit shall include a two-car garage. An additional sixty surface parking spaces will be provided as follows:
 - 39 on-site parking stalls for shared commercial, residential, and guest parking
 - 9 off-site shared parking stalls via an easement/agreement with the landowner to the north, specifically designated for the commercial restaurant.
 - 9 new on-street public parking stalls along 900 East within proximity to the live/work units.
- The applicant shall coordinate with UTA to install a new bus shelter along 900 East.
- Primary streets shall be lined with street trees. 900 East shall be designed as an urban street edge with outdoor seating and plaza area and shall contain multi-modal transportation amenities, (bike racks and semi-enclosed bus shelter.
- There shall be a minimum 18,000 square feet of contiguous landscaped open space centrally located within the development, which will include the following amenities:
 - One 500sqft. covered pavilion/pergola structure with outdoor furniture and barbeque/cooking facilities.
 - 1,600sqft. sports court intended for pickleball or basketball, or other similar recreational type sports.
 - Walking path, swing sets/playground area, and dog run enclosure.

FINDINGS, CONCLUSIONS, & RECOMMENDATION

Findings:

- Following the Planning Commission Public Hearing held May 17, 2023, the Millcreek City Council reviewed the proposal in June of 2023, as a “first reading”. Since then, the applicant has been coordinating with, and securing other agreements/approvals with UTA, adjacent landowners and various utility providers to ensure the proposal can be developed as proposed.
- Despite the rewriting of both the Commercial and Residential Multifamily Zones, the application for this project was submitted prior to most of the recently adopted codes and is therefore vested under development and zoning codes at the time when the application was submitted.
- The Commercial C-3 Zone currently allows for both residential and commercial uses however, because the property is over one acre in size, it is considered as a “Commercially Significant Development Site”, in which case, “any mixed-use development is required to include commercial uses for at least 30 percent of the mixed-use development’s gross floor area”. (Millcreek Code 19.60.060.D.6)
- Based on the area of the site, thirty percent (30%) of the gross floor area of a 3.04-acre size site, might demand a substantial amount of gross floor area to be utilized for commercial uses.
- Commercial businesses of a significant size seem to have struggled at this location in recent decades.
- By rezoning a large portion of the property to a residential zone, the remaining portion of the

property would be less than one acre, and therefore would not be considered as “a commercially significant development site”, as defined above.

- The property is currently designated for commercial uses per Millcreek’s Future Land Use Map. As a good rule of practice, a land use amendment should also be processed as part of any rezone application.
- The concept plan proposes to include approximately 2,500sqft. of property from the abutting Calla Ph. I development, located immediate to the east. The applicant is the owner of both properties.
- The properties involved are currently part of the Cambridge Square Phase 1 Subdivision Plat. If approved a subdivision plat vacation and/or subdivision amendment will subsequently need to be processed.
- “In any rezoning process, a development agreement shall be required, at the sole discretion of the City. ... [and is] negotiated and entered into by the City with a property owner and/or developer, pursuant to a proposed development within the City.” (Millcreek Code 19.06.070)
- The purpose of this Development Agreement is to supplement (not replace) the R-M and C-3 Zones, so as to further enhance the type of development that would otherwise occur, as well as advance the already established goals and strategies, in accordance with Millcreek’s General Plan.
- The concept plan proposes a new private street, paralleling and abutting the north property line, to provide a better aligned access connection between the existing Calla Ph. I units and 900 East. The new street access seeks to reconfigure a portion of the parking lot and drive approach of the abutting property to the north, (Granite Credit Union) to provide safer and more functional access and parking lot. (It is staff’s understanding that the applicant has been working with the adjacent property owner to develop and provide some new parking stalls, in the form of an agreement and easement, which will be allocated towards the restaurant use, located near the northwest corner of the development.
- The concept plan proposes to modify the east side of 900 East by removing and reinstalling a new curb, gutter, sidewalk, etc., a few feet further to the east to allow adequate space for some additional on-street parallel parking stalls near the live/work units. These stalls will be located within the public right of way and are not specifically designated for this development.
- A traffic study has been conducted and further amended to account for the concept plan as it has evolved from time to time. The updated traffic analysis anticipates that the proposed development would generate a similar vehicular volume as what commercial users might generate, though the traffic patterns may differ.
- Although subject to UTA’s final approval, it is anticipated that the existing bus stop will be relocated slightly to the north and will be upgraded with a semi-enclosed shelter.
- There are some overhead utilities located near the south property line which cannot be placed underground due to offsite connections and lack of easement with the landowner to the south.
- Further development of the property will include additional applications and public meetings, in order to obtain site plan/conditional use permit and subdivision approvals.
- Millcreek staff and the applicant explored affordable housing options pursuant to Millcreek General Plan Goal N-2, which is to provide a variety of housing choice in type, style, and cost of housing, by collaborating with the applicant to establish some affordable housing, however funding became unavailable during the process. All other options have not been fully explored at this point in time.
- The following Millcreek General Plan Goals and Strategies are supported by the development proposal:

GOAL N-6: Encourage and support the integration of appropriate mixed-use development in selected neighborhoods.

Strategy 6.1: Focus incentives for mixed-use development within centers and mixed-use corridors that have the potential

for enhanced multimodal access and walkability.

The development concept does provide a mixture of residential and some limited commercial. All commercial components will be located along the 900 East corridor providing access to on-street parking in proximity to the commercial uses and a new enclosed bus shelter for use during all seasons.

GOAL E-5: *Enhance the physical environment by creating new amenities that help attract and retain new businesses and residents.*

Strategy 5.3: *Create street activation in the design of employment and business centers through the use of supportive zoning, design guidelines, and street standards.*

Strategy 5.4: *Incorporate street-activating uses in and near public places and facilities.*

Further improvements to the 900 East right-of-way will include a wider than normal sidewalk with a plaza between the public right of way and edge of buildings; to help synergize street activity.

GOAL GP-3: *Emphasize placemaking throughout the City with design and programming that supports a distinctive identity and experience.*

Strategy 3.3: *Encourage new and redeveloped buildings to activate street life and support multi-modal access.*

The unique on-street plaza and with an ‘urban street edge’ design will help create a distinct identity to enhance street life and support of multi-modal access.

GOAL GP-4: *Focus growth in a Citywide network of centers that provide healthy, equitable and sustainable access to services and housing and preserve the City’s character and sense of place.*

Strategy 4.8: *Evaluate development applications in and around urban centers with particular attention to their contribution to the integration and mixing of uses, orientation to the public realm and their support of connections.*

The concept layout provides street connection to the adjoining properties as well as sidewalk connections throughout, to promote a healthy lifestyle while preserving the character of the city.

GOAL GP-9: *Support complementary infill development and land use investment in the mature and developed areas of the city.*

Strategy 9.3: *Encourage the development or redevelopment of vacant and under-utilized properties in centers and along major corridors by using a combination of incentives, rezoning, and creative design solutions.*

Strategy 9.4: *Provide opportunities for redevelopment by identifying and supporting catalyst projects in underutilized locations such as disinvested strip malls, former “big box” retail spaces, and no longer needed school buildings.*

The former “big box” or strip mall type space seems to have outlived its lifespan at this location causing the large building and parking lot to be underutilized which is partially due to competing interest with other emerging commercial areas within the nearby vicinity. Through a combination of rezoning, creative designs, and other incentives, the proposed development would rejuvenate this section of the 900 East corridor which in turn may promote other creative infill opportunities.

GOAL GC-1A: Multimodally connect people and land uses regionally and locally throughout the City.

Strategy 1.3A: Design land uses and transportation improvements with an emphasis on “first and last mile” trips having desirable and safe options for non-motorized travel. Emphasis should be on connections to existing TRAX stops.

The Development Agreement requires the applicant to work with UTA to further enhance the nearby bus station to further promote public transportation ridership between this site and other major transportation hubs.

GOAL GC-1B: Establish and maintain convenient multimodal connections between neighborhoods, local destinations, employment and activity centers, and neighboring municipalities.

Strategy 1.1B: Encourage a well-connected system of streets, sidewalks, bike facilities, and off-system trails for new developments and redevelopment areas.

Same as above-

GOAL GC-3: Improve the safety and visual image of the community by enhancing the look and feel of major corridors and protecting our scenic viewsheds.

Strategy 3.1: Improve streetscape aesthetics on major roadways by incorporating decorative paving, street trees, landscaped medians, pedestrian and vehicular lighting, and street furnishings such as bicycle rings, bollards, garbage/ recycling receptacles, and undergrounding utility infrastructure.

Strategy 3.2: In new development and redevelopment, require the burying of utility infrastructure.

The concept plan enhances the look and feel of the 900 East corridor by incorporating street trees, lighting, street furnishing, and undergrounding utilities.

GOAL O-1: Improve access and quality of parks and open space for all areas of Millcreek.

Strategy 1.3: Coordinate with local developers and private interests to construct and maintain pocket parks, particularly in underserved areas.

The property is currently located within an underserved area of the city with respect to access to nearby parks and other opens space areas. Although the development only improves access along its street frontage and provides a very small and simple pocket park, it does provide an internal open space area with amenities for its future residents.

Conclusions:

Based on the findings listed above the following conclusions can be made:

- While a large amount of commercial space would be economically ideal, a significant amount of commercial space may not be viable at a mid-block location, as it tends to compete with other nearby business nodes located along major intersections.
- Although significantly smaller in size, a restaurant use may generate similar sales tax revenue as the previous large-scale Fat Cats business. Additionally, live/work units, if designed correctly, may have a higher success rate at this location due to building orientation and proximity to easily accessible on-street parking.

- The proposed concept plan seems to be in harmony with Millcreek codes and seeks to advance many of Millcreek's Goals and Strategies per the adopted Millcreek General Plan.
- A mixed-use development, in conjunction with a development agreement as proposed, would promote a higher quality infill development.
- It is not anticipated that this development will have a significant adverse impact to the surrounding properties or current infrastructure.

Recommendation:

Millcreek Community Council - A virtual public meeting was held on April 04, 2023. The Community Council considered the applicant's proposal and ultimately made a recommendation (6-2) in favor of the proposal.

The following concerns/comments were discussed, but were not a part of their recommendation:

- Concern with losing commercially zoned property within Millcreek – "Once it is gone, it is gone".
- Concern with not enough affordable housing as well as competing interests dealing with affordable housing incentives between ownership and rental type housing.
- Not enough units for the size of the property "the site might possibly handle upwards of around 100 units".
- Needs a better balance or mixture of housing types – "There are a lot of townhomes already in the area".
- Suggested higher percentage of ownership housing.
- The uses, bus shelter, parking, open space, amenities, and overall concept layout were all generally supported.

Planning Commission Recommendation – On May 17, 2023, the Planning Commission held a public hearing concerning the proposed land use amendment and zone change on the east portion of the property with a concept layout and terms of a development agreement which would apply to the entire property. The Planning Commission made a unanimous recommendation (5-0) in favor of the proposal with the added recommendation that all units be platted for ownership.

Building signage and limited 2-hour on-street parking were discussed by the Planning Commission wherein they concluded that these were items which were governed by the development and zoning codes, or which could otherwise be resolved as part of a site plan and conditional use permit review and approval.

Staff Recommendation - Based on the Findings and Conclusion listed above, Staff recommends that the City Council take comments at the public meeting, if warranted, and approve file number ZM-22-009, to amend the Land Use Map and Rezone the property in conjunction with a Development Agreement, as outlined, unless during the hearing facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

MODEL MOTION

Staff Recommendation (Motion Ready): Based on the findings and conclusions listed within Staff Report and all other information presented, I move that the City Council approve the proposal File Number ZM-22-009, as follows:

An Ordinance amending the land use designation of a certain portion of the property from Retail/Commercial to Neighborhood 2 as described therein; and,

An Ordinance rezoning a certain portion of property from the Commercial (C-3) zone to the Residential Multifamily R-M Zone as described therein; and,

An Ordinance authorizing the City to enter into a development agreement with the developer, which specifies the use of property, concept layout, elevations, timing of development, and other design and improvement criteria, as proposed.

SUPPORTING DOCUMENTS

- **Aerial Map**
- **Zoning Map**
- **Land Use Map**
- **Concept Plans**
- **Resolution - Amending the Future Land Use Map**
- **Resolution - Rezone**
- **Resolution - Development Agreement**

MILLCREEK, UTAH
ORDINANCE NO. 24-05

**AN ORDINANCE AMENDING THE MILLCREEK TOGETHER GENERAL PLAN BY
CHANGING THE FUTURE LAND USE MAP IN THE AREA OF 3743 SOUTH 900
EAST FROM RETAIL/OFFICE TO NEIGHBOURHOOD 3**

WHEREAS, the Millcreek Council (“Council”) met in regular session on June 26, 2023 and on February 12, 2024, to consider among other things, an ordinance amending the Millcreek Together General Plan by changing the future land use map pertaining to approximately 2.2 acres of certain property generally located at 3743 South 900 East, from Retail/Office to Neighbourhood 3; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides in part that the Council may make amendments to an adopted general plan; and

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council may not make any amendment to its general plan unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-404 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-204 in preparing and adopting an amendment to a general plan; and

WHEREAS, Utah Code Ann. § 10-9a-404 provides that the planning commission shall provide notice as required by Subsection 10-9a-204(1)(a) and hold a public hearing on the proposed general plan amendment; and

WHEREAS, on March 23, 2023, the required notice was given; and

WHEREAS, on May 17, 2023, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 17, 2023, the planning commission held the required public hearing with respect to this amendment; and

WHEREAS, at the May 17, 2023, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed amendment; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such general plan amendment, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on March 23, 2023, the Council caused the required notice in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act to be given; and

WHEREAS, on June 26, 2023, and on February 12, 2024, the Council considered the amendment during a public meeting(s); and

WHEREAS, Council finds that it is in the best interest of the residents of Millcreek to amend the general plan as recommended by the Planning Commission;

NOW THEREFORE, be it ordained by the Council that the properties described below are hereby reclassified from Office/Retail to Neighborhood 3 and the requisite changes be made to the Millcreek Together General Plan to reflect this change.

Parcel Numbers (Affected Parcels)

16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, 16-32-180-011

Address (Approximate)

3739 South 900 East

THE FOLLOWING DEFINES AN AREA FOR AMENDING THE LAND USE MAP AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II TO CALLA HOMES PHASE 1, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5) NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED AMENDING THE FUTURE LAND USE CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

This Ordinance, assigned Ordinance No. 24-05, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this day of February 2024.

MILLCREEK COUNCIL

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Catten	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 24-05: SAME TITLE AS ABOVE

was adopted the ____ day of _____, 20__ and that a copy of the foregoing Ordinance 24-05 was posted in accordance with Utah Code 10-3-711 this ____ day of _____, 20__.

Alex Wendt, Deputy City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-06

**AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT
APPROXIMATELY 3739 SOUTH 900 EAST FROM THE COMMERCIAL (C-3) ZONE
TO THE RESIDENTIAL MULTIFAMILY (R-M) ZONE**

WHEREAS, the Millcreek Council (“Council”) met in a regular meeting on June 26, 2023 and on February 12, 2024 to consider, among other things, an ordinance rezoning approximately 2.2 acres of a certain property generally located at 3739 South 900 East from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone; and

WHEREAS, Utah Code Ann. § 10-9a-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-9a-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-9a-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-9a-502 provides planning commission shall provide notice as required by Subsection 10-9a-205(1)(a) and, if applicable, Subsection 10-9a-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on March 23, 2023 the required public hearing notice was published; and

WHEREAS, on May 17, 2023 the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on May 17, 2023, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, at the May 17, 2023, planning commission meeting the Millcreek Planning Commission recommended **5-0 in favor** of the proposed rezone; and

WHEREAS, the Millcreek Code of Ordinances, provides among other things, that before finally adopting any such rezone, the Council shall consider the application during a public meeting which has been properly noticed in compliance with the provisions of Title 52, Chapter 4, of the Open and Public Meetings Act; and

WHEREAS, on March 23, 2023, the Council caused the required notice to be given; and

WHEREAS, on June 26, 2023 and on February 12, 2024 the Council considered the rezone during a public meeting; and

WHEREAS, Section 19.06.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

WHEREAS, the Council finds that it is in the best interest of the citizens of Millcreek to adopt the rezone/map change as recommended by the Planning Commission.

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-22-009 filed by BV Lotus Calla Phase 2 LLC, the property generally located at 3739 South 900 East is hereby rezoned/reclassified from the Commercial (C-3) Zone to the Residential Multifamily (R-M) Zone, such property being more particularly described as follows:

Parcel Numbers (Affected Parcels)

16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, 16-32-180-011 (the description should also affect parcel -011 and may still not be accurate)

Address (Approximate)

3739 South 900 East

THE FOLLOWING DEFINES AN AREA FOR REZONING PURPOSES AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE

SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II TO CALLA HOMES PHASE I, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5) NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED FOR RE-ZONING PURPOSES CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

BE IT FURTHER ORDAINED, that pursuant to Section 19.06.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 19.06.020.

This Ordinance assigned no. 24-06, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 12th day of February 2024.

MILLCREEK COUNCIL

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 24-06: SAME TITLE AS ABOVE

was adopted the ____ day of _____, 20__ and that a copy of the foregoing Ordinance 24-06 was posted in accordance with Utah Code 10-3-711 this ____ day of _____, 20__.

Alex Wendt, Deputy City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 24-07

**AN ORDINANCE OF THE CITY COUNCIL OF MILLCREEK
APPROVING AN DEVELOPMENT AGREEMENT FOR BV LOTUS CALLA PH 2, A
3.05 ACRE COMMERCIAL AND RESIDIENTIAL MIXED USE DEVELOPEMENT
PERTAINING TO PROPERTY GENERALLY LOCATED AT 3743 SOUTH 900 EAST**

WHEREAS, the Millcreek Council (“*Council*”) met in regular meeting on June 26, 2023 and on February 12, 2024 to consider, among other things, approving a Development Agreement for BV Lotus Calla Ph 2 for property generally located at 3743 South 900 East; and

WHEREAS, on February 12, 2024 the Council approved a development agreement with BV Lotus Calla Ph 2; and

WHEREAS, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for BV Lotus Calla Ph 2 LLC (“Development Agreement”); and

WHEREAS, Council has reviewed the Development Agreement and hereby find that it is in the best interests of both parties to enter into the Development Agreement; and

NOW, THEREFORE, BE IT ORDAINED that the Development Agreement attached hereto as **Exhibit 1**, is approved, and the Mayor and Recorder are hereby authorized and directed to execute and deliver the same.

This ordinance assigned no. 24-07, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Millcreek, Utah, this 12 day of February 2024.

MILLCREEK

Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:

ORDINANCE 24-07: SAME TITLE AS ABOVE

was adopted the ____ day of _____, 20__ and that a copy of the foregoing Ordinance 24-07 was posted in accordance with Utah Code 10-3-711 this ____ day of _____, 20__.

Alex Wendt, Deputy City Recorder

EXHIBIT I

When recorded, return to:

Millcreek
Attn: Jeff Silvestrini
3330 South 1300 East
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into this 12th day of February 2024, by and between BV Lotus Calla Homes Phase 2, LLC, an Idaho limited liability company (“Developer”) and Millcreek Utah, a municipal corporation of the State of Utah (“City”). The Developer and the City are sometimes referred to as the “Parties”.

RECITALS

WHEREAS, the Developer owns approximately 3.048 acres of real property generally located at 3743 South 900 East in Millcreek, Utah (“Property”). A legal description of the Property is attached hereto as Exhibit “A.” The Parties desire that the Property be developed (the “Project”) in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is currently zoned Commercial (C-2) and the Property is a “Commercially Significant Development Site”, as defined in Millcreek Code Section 19.60.060 in which case, “any mixed-use development is [therefore] required to include commercial uses for at least 30 percent of the mixed-use development’s gross floor area”; and

WHEREAS, the Developer desires to rezone (“Rezone”) the east portion of the Property from C-2 to the R-M Multifamily Zone, as described in Exhibit “B” and develop the Property as a mixed-use development and intends to satisfy the requirement that “any mixed-use development is [therefore] required to include commercial uses for at least 30 percent of the mixed-use development’s gross floor area; and

WHEREAS, the Developer intends to develop the Property consistent with the referenced requirement and the concept plans and terms identified in Exhibit “C” and “D”; and

WHEREAS, the Developer hereby represent to the Millcreek Council that it is voluntarily entering into this Agreement; and

WHEREAS, the Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City’s General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City and Developer acknowledge that the terms of this Agreement shall be enforceable and the rights of the Developer relative to the Property shall vest only if the City Council, in its sole legislative discretion, approves the Rezone and this Agreement; and

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

NOW, THEREFORE, based on the foregoing recitals and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit “A.” No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development,

transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Except as provided below the Parties intend that this Agreement grants Developer the right to develop the Project in fulfillment of this Agreement.

3.1 **Exceptions.** The vesting as specified above is subject to the following exceptions:

3.1.1. City's future laws/ordinances that Developer agrees writing to the application thereof to the Project. If Developer makes the election for the City's future laws to apply to the Project, then such future laws shall apply for the remaining duration of the Project;

3.1.2 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;

3.1.3 Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any 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;

3.1.4 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,

3.1.5 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) and which are adopted pursuant to State law.

3.1.6 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).

3.1.7 Impact Fees. Impact Fee enactment which are lawfully adopted and imposed by the City.

4. **Compliance with City Ordinances and Standards.** Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards.

5. **Specific Design and Development Conditions.** The Project shall be developed and constructed substantially as depicted and as set forth in the specific design conditions/criteria and terms set forth in Exhibits "C" and "D". Additionally, the Project shall be developed in accordance with the following terms and conditions:

5.1 **Owned Units.** Developer shall cause the seventeen (17) townhome units located within the western portion of the Property, to be individually platted, marketed, and sold (the “Owner-Occupied Units”). To ensure owner occupancy of the Owner-Occupied Units, the Developer shall, prior to issuance of any building permits with respect to the Project, record a subdivision plat for the purpose of creating individual ownership, common areas, property line alignments, right of way dedication (if any) and all easements for access, utilities, shared parking, shared open space, etc. along with a restrictive use agreement with the office of the Salt Lake County Recorder including language as set forth in Exhibit “E” attached hereto and incorporated herein. The Developer shall obtain a building permit for the Owner-Occupied Units and begin physical construction of the Owner-Occupied Units prior to the City issuing building permits for Buildings “C”, “D”, “E”, & “F” as labeled within Exhibit C.

5.2. **Commercial Restaurant Space.** Developer shall obtain a building permit and complete the physical construction of the 3,000 square foot commercial building, to be located at the northwest corner of the Property (the “Commercial Building”), prior to the City issuing building permits for Buildings “C”, “D”, “E”, & “F” as labeled within Exhibit C. Developer shall use good faith efforts to market the Commercial Building for restaurant use. If (i) Developer is unable to utilize the Commercial Building with a restaurant business within five (5) years following the date of when the building permit for the Commercial Building is issued, or (ii) after a restaurant business has occupied the Commercial Building for a consecutive period of more than five (5) years following occupancy, whichever occurs last, then Developer must obtain approval from the City Council to allow for an alternate retail use/business for the Commercial Building as determined by the City Council in its sole and absolute discretion.

6. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns

of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

7. **Assignment.** 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.

8. **No Joint Venture, Partnership or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties, except as expressly provided herein.

9. **Integration, Modification, and Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. The recital and **Exhibits A-F** are hereby incorporated into this Agreement.

10. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:

BV Lotus Calla Homes Phase 2
338 E South Temple STE B
Salt Lake City, UT 84111

TO CITY:

Millcreek
3330 South 1300 East
Millcreek, Utah 84106

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

11. **Choice of Law and Venue.** Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this Agreement and each Party waives any claims thereto. The sole remedy available to Developer or and assignee shall be that of specific performance. Notwithstanding such limitation the City may withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Develop or any assignee.

14. **Default.**

14.1. Notice. If 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.

14.2. Contents of the Notice of Default. The Notice of Default shall:

14.2.1 Specific Claim. Specify the claimed event of Default;

14.2.2 Applicable Provisions. Identify any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in Default;

14.2.3 Materiality. Identify why the Default is claimed to be material; and

14.2.4 Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than

thirty (30) days duration.

15 **Meet and Confer.** Upon the issuance of a Notice of Default the Parties shall engage in a “Meet and Confer” processes.

16 **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, then the Parties may have the following remedies, except as specifically limited in paragraph 13:

16.2 Equity. All rights and remedies available in equity, including, but not limited to, injunctive relief and/or specific performance.

16.3 Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

16.4 Future Approvals. The City unilateral right to withhold all further reviews, approvals, inspections, licenses, building permits, certificates of occupancy and/or other permits for development of the Project in the case of a default by Developer.

17 **Emergency Defaults.** Anything in this Agreement notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of paragraph 16 without the notice requirements. The City shall give notice to the Developer of any public meeting at which an emergency default is to be considered and the Developer shall be allowed to address the City Council at that meeting regarding the claimed emergency Default.

18. **Term of Agreement.** This Agreement shall run with the land and shall continue in full force and effect until all obligations hereunder have been fully performed and all rights hereunder fully exercised; provided, however, that unless the Parties mutually agree to extend the term, this Agreement shall not extend further than a period of ten years from its date of recordation in the official records of the Salt Lake County Recorder’s Office.

19.. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or

indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

20.. **Construction.** The Parties stipulate that this Agreement and all agreements or documents incorporated herein shall not be subject to the rule of construction that a written agreement is construed against the Party preparing or drafting that Agreement.

21. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

22. **No Waiver.** The failure of either Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a subsequent waiver of the same right or of any other right.

23.. **Amendment.** This Agreement or the Project may not be modified, except by an instrument in writing signed by the parties hereto including the City Council.

24. **Clearly Established State Law.** Developer acknowledges and agrees that this Agreement does not restrict any of Developer's rights under clearly established state law as contempt in Utah Code Section 10-9a-523.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

Millcreek

ATTEST:

Jeff Silvestrini, Mayor

Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

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

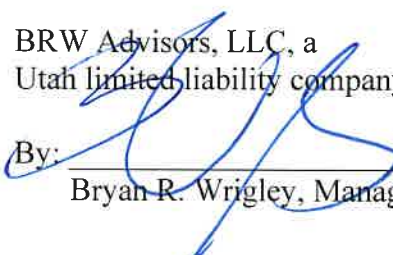
On the _____ day of _____, 2024, personally appeared before me
_____, who being by me duly sworn, did say that he is
the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was
signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me
that the City executed the same.

DEVELOPER

BV LOTUS CALLA HOMES PHASE 2, LLC,
an Idaho limited liability company municipality

LOTUS EQUITIES, LLC, a Utah limited
liability company, its Operations Manager

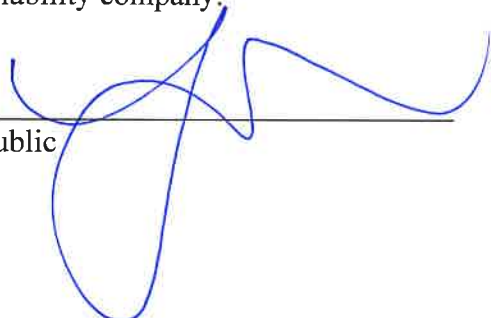
BRW Advisors, LLC, a
Utah limited liability company, its Manager

By: 
Bryan R. Wrigley, Manager

STATE OF Utah)
COUNTY OF Salt Lake) :ss.

On this 30 day of January, 2024, personally appeared before me Bryan R. Wrigley,
Manager of BRW Advisors, LLC, a Utah limited liability company, which is the Manager of
Lotus Equities, LLC, a Utah limited liability company, which is the Operations Manager of **BV
Lotus Calla Homes Phase 2, LLC**, an Idaho limited liability company.




Notary Public

DEVELOPER

BV LOTUS CALLA HOMES PHASE 2, LLC,
an Idaho limited liability company municipality

By: BV Management Services, Inc., an Idaho
corporation, its Executive Manager

By: _____
Name: Cortney Liddiard, President

STATE OF)
 :ss.
COUNTY OF)

On this ____ day of _____ 2024, personally appeared before me Cortney Liddiard,
President of BV Management Services, Inc., an Idaho corporation, which is the Executive
Manager of **BV Lotus Calla Homes Phase 2, LLC**, an Idaho limited liability company.

Notary Public

EXHIBIT A – PROPERTY LEGAL DESCRIPTION

2024-02-04

THIS LEGAL GENERALLY DESCRIBES ALL OF THAT CERTAIN PLAT MAP TITLED “CAMBRIDGE SQUARE PHASE 1”, RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, TOGETHER WITH TWO PARCELS ADJOINING THE EASTERLY SUBDIVISION LINE, AND LESS AND EXCEPTING A PARCEL WITHIN SAID SUBDIVISION ALONG THE SOUTHERLY BOUNDARY LINE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET; THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN PLAT MAP TITLED “CAMBRIDGE SQUARE PHASE 1”, RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE NORTH 00°11'03" EAST 5.11 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 339.41 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE NORTH 89°59'05" EAST 379.31 FEET ALONG THE NORTH SUBDIVISION LINE TO THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 00° 11' 03" WEST 38.00 FEET ALONG THE EASTERLY LINE OF SAID SUBDIVISION; THENCE DEPARTING SAID EASTERLY LINE NORTH 90° 00' 00" EAST 26.10 FEET; THENCE SOUTH 00° 00' 00" EAST 123.16 FEET; THENCE SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON THE EASTERLY LINE OF SAID SUBDIVISION; THENCE ALONG SAID EASTERLY LINE SOUTH 00° 11' 03" WEST 33.34 FEET; THENCE DEPARTING SAID EASTERLY LINE NORTH 90° 00' 00" EAST 4.00 FEET; THENCE SOUTH 00° 00' 00" EAST 127.94 FEET; THENCE SOUTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON THE EASTERLY LINE OF SAID SUBDIVISION; THENCE SOUTH 00° 11' 03" WEST 10.07 FEET ALONG SAID EASTERLY LINE; THENCE DEPARTING SAID EASTERLY LINE SOUTH 89° 59' 58" WEST 43.98 FEET TO A POINT ON A PROPOSED BACK OF CURB LINE; THENCE THE NEXT FOLLOWING TWENTY-THREE (23) CALLS ALONG SAID PROPOSED BACK OF CURB LINE; (1) SOUTH 00° 00' 02" EAST 9.52 FEET; (2) NORTH 89° 59' 10" WEST 41.46 FEET; (3) NORTH 45° 00' 02" WEST 4.30 FEET; (4) SOUTH 44° 59' 58" WEST 4.30 FEET; (5) SOUTH 89° 59' 58" WEST 37.91 FEET; (6) NORTH 45° 00' 02" WEST 4.30 FEET; (7) SOUTH 44° 59' 58" WEST 4.30 FEET; (8) SOUTH 89° 59' 58" WEST 37.91 FEET; (9) NORTH 45° 00' 02" WEST 4.30 FEET; (10) SOUTH 44° 59' 58" WEST 4.30 FEET; (11) SOUTH 89° 59' 58" WEST 37.91 FEET; (12) NORTH 45° 00' 02" WEST 4.30 FEET; (13) SOUTH 44° 59' 58" WEST 4.30 FEET; (14) SOUTH 89° 59' 58" WEST 37.91 FEET; (15) NORTH 45° 00' 02" WEST 4.30 FEET; (16) SOUTH 44° 59' 58" WEST 4.30 FEET; (17) SOUTH 89° 59' 58" WEST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 6.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (19) 2.36 FEET ALONG SAID CURVE, HAVING A RADIUS OF 1.50 FEET WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING NORTH 45° 00' 02" WEST 2.12 FEET; (20) SOUTH 89° 59' 58" WEST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE LEFT; (21) 7.44 FEET ALONG SAID CURVE, HAVING A RADIUS OF 14.50 FEET WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARING SOUTH 75° 18' 19" WEST 7.36 FEET TO A POINT OF REVERSE CURVE; (22) SOUTHWESTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 29° 23' 19" WEST) WITH A CENTRAL ANGLE OF 29°23'17" CHORD BEARS SOUTH 75°18'19" WEST 16.23 FEET; (23) SOUTH 89° 59' 58" WEST 44.10 FEET TO THE **POINT OF BEGINNING**.

**THE GROSS AREA FOR CALLA HOMES PHASE II AS ABOVE DESCRIBED CONTAINS
132,768 SQUARE FEET OR 3.048 ACRES.**

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections.

End of description.

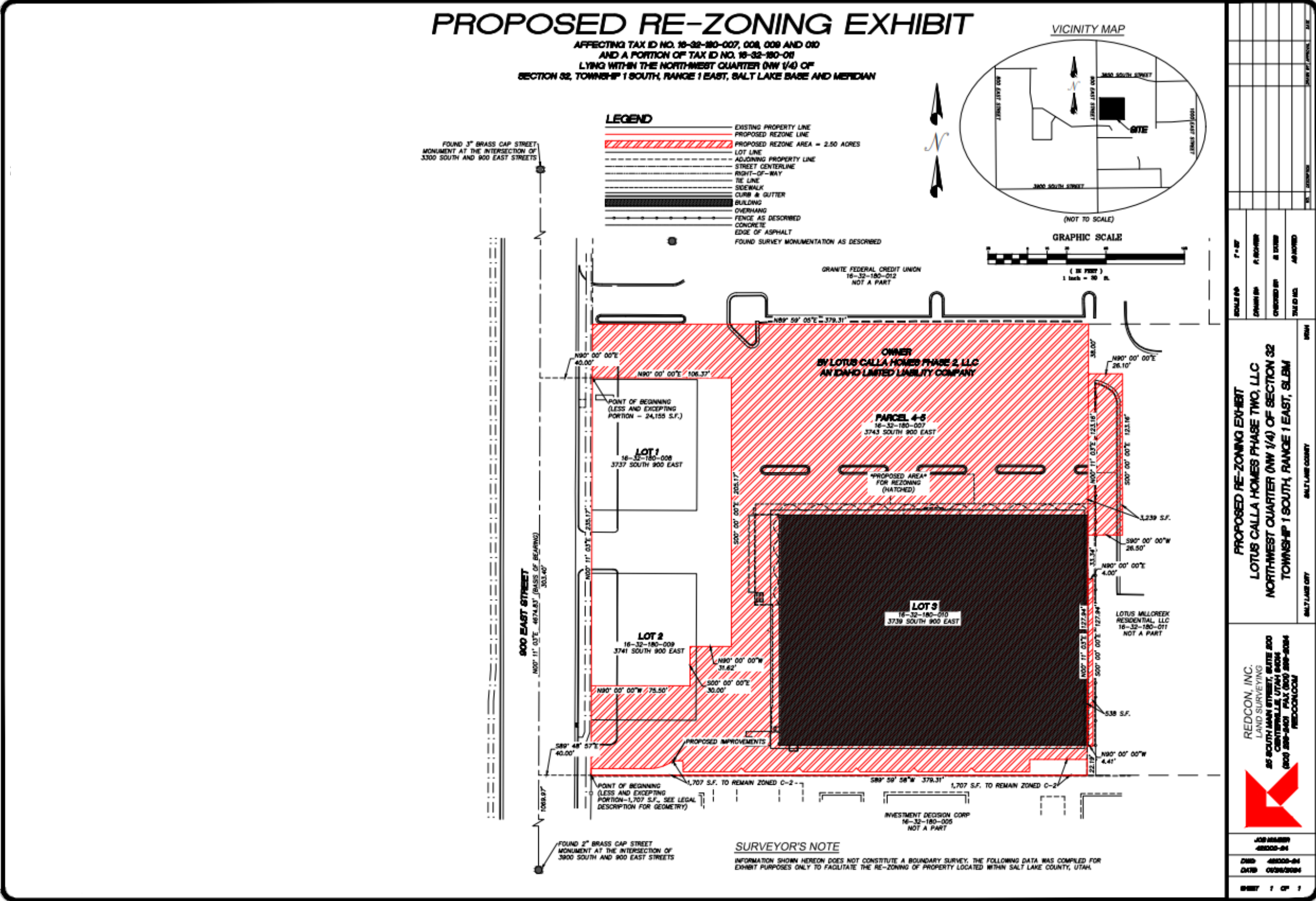


EXHIBIT B – LEGAL DESCRIPTION - REZONE AREA - CALLA PHASE 2

THE FOLLOWING DEFINES AN AREA FOR REZONING PURPOSES AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBERS 16-32-180-007, 16-32-180-008, 16-32-180-009, 16-32-180-010, AND 16-32-180-011 BEING SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

PARCELS 1, 2, 3, 4, AND 5 PER THAT CERTAIN SPECIAL WARRANTY DEED, ENTRY NUMBER 13976574, BOOK 11351, PAGE 9332, RECORDED JUNE 28, 2022, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE,

TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 22.19 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 127.94 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 4.00 FEET; (3) SOUTH 00° 00' 00" EAST 127.94 FEET; (4) NORTH 90° 00' 00" WEST 4.41 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 538 SQUARE FEET OR 0.012 ACRE.

ALSO, TOGETHER WITH THE FOLLOWING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FOR THE DEVELOPMENT OF CALLA HOMES PHASE 2, AFFECTING CURRENT SALT LAKE COUNTY, UTAH PARCEL ID NUMBER 16-32-180-011 (CALLA PHASE 1), SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

AFFECTS A PORTION OF PROPERTY PER THAT CERTAIN QUITCLAIM DEED, ENTRY NUMBER 12140187, BOOK 10365, PAGE 1185, RECORDED SEPTEMBER 28, 2015, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, AND DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET, THENCE ALONG THE SOUTH SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED

EXHIBIT B – LEGAL DESCRIPTION - REZONE AREA - CALLA PHASE 2

“CAMBRIDGE SQUARE PHASE 1”, RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE, NORTH 89°59'58" EAST 379.31 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION PLAT; THENCE ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00° 11' 03" EAST 183.47 FEET TO THE POINT OF BEGINNING.

THENCE THE FOLLOWING FOUR (4) COURSES; (1) NORTH 00° 11' 03" EAST 123.16 FEET ALONG SAID EAST LINE; (2) DEPARTING SAID EAST LINE NORTH 90° 00' 00" EAST 26.10 FEET; (3) SOUTH 00° 00' 00" EAST 123.16 FEET; (4) SOUTH 90° 00' 00" WEST 26.50 FEET TO A POINT ON SAID EAST LINE AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 3,239 SQUARE FEET OR 0.074 ACRE.

LESS AND EXCEPTING THE FOLLOWING:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE NORTH 00°11'03" EAST 1373.37 FEET, THENCE DEPARTING SAID MONUMENT LINE NORTH 00°00'00" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE NORTH 90°00'00" EAST 106.37 FEET; THENCE SOUTH 00°00'00" EAST 205.17 FEET; THENCE NORTH 90°00'00" WEST 31.62 FEET; THENCE SOUTH 00°00'00" EAST 30.00 FEET; THENCE NORTH 90°00'00" WEST 75.50 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF 900 EAST STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 00°11'03" EAST 235.17 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED CONTAINS 24,155 S.F. OR 0.55 ACRE.

ALSO, LESS AND EXCEPTING:

THE FOLLOWING DEFINES AN AREA FOR A FUTURE PROPERTY CONVEYANCE FROM CALLA HOMES PHASE II, TO CALLA HOMES PHASE I, SAID AREA BEING A PORTION THE COMMON AREA, CONTAINED WITHIN CAMBRIDGE SQUARE PHASE 1, COMMERCIAL PLANNED UNIT DEVELOPMENT (PUD) SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE. SITUATE IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

COMMENCING AT A FOUND BRASS CAP STREET MONUMENT AT THE INTERSECTION OF 3900 SOUTH AND 900 EAST STREETS; THENCE ALONG THE MONUMENT LINE OF SAID 900 EAST STREET NORTH 00°11'03" EAST 1069.97 FEET, THENCE DEPARTING SAID MONUMENT LINE SOUTH 89°48'57" EAST 40.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID 900 EAST STREET AND POINT OF BEGINNING.

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00° 11' 03" EAST 5.11 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89° 59' 58" EAST 44.10 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, THENCE NORTHEASTERLY 16.41 FEET ALONG SAID CURVE, HAVING A RADIUS OF 32.00 FEET (RADIUS BEARS NORTH 00° 00' 02" WEST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 16.23 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY 7.44 FEET ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 14.50 FEET (RADIUS BEARS SOUTH 29° 23' 19" EAST) WITH A CENTRAL ANGLE OF 29° 23' 17", CHORD BEARS NORTH 75° 18' 19" EAST 7.36 FEET; THENCE NORTH 89° 59' 58" EAST 1.94 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; THENCE 2.36 FEET ALONG SAID CURVE WITH A CENTRAL ANGLE OF 90° 00' 00", CHORD BEARING SOUTH 45° 00' 02" EAST 2.12 FEET; THENCE THE FOLLOWING NINETEEN (19) COURSES (1) SOUTH 00° 00' 02" EAST 6.99 FEET; (2) NORTH 89° 59' 58" EAST 41.46 FEET (3) NORTH 44° 59' 58" EAST 4.30 FEET; (4) SOUTH 45° 00' 02" EAST 4.30 FEET; (5)

EXHIBIT B – LEGAL DESCRIPTION - REZONE AREA - CALLA PHASE 2

NORTH 89° 59' 58" EAST 37.91 FEET; (6) NORTH 44° 59' 58" EAST 4.30 FEET; (7) SOUTH 45° 00' 02" EAST 4.30 FEET; (8) NORTH 89° 59' 58" EAST 37.91 FEET (9) NORTH 44° 59' 58" EAST 4.30 FEET; (10) SOUTH 45° 00' 02" EAST 4.30 FEET; (11) NORTH 89° 59' 58" EAST 37.91 FEET (12) NORTH 44° 59' 58" EAST 4.30 FEET; (13) SOUTH 45° 00' 02" EAST 4.30 FEET; (14) NORTH 89° 59' 58" EAST 37.91 FEET (15) NORTH 44° 59' 58" EAST 4.30 FEET; (16) SOUTH 45° 00' 02" EAST 4.30 FEET; (17) SOUTH 89° 59' 10" EAST 41.46 FEET; (18) NORTH 00° 00' 02" WEST 9.52 FEET; (19) NORTH 89° 59' 58" EAST 43.98 FEET TO A POINT ON THE EAST SUBDIVISION LINE PER THAT CERTAIN PLAT MAP TITLED "CAMBRIDGE SQUARE PHASE 1", RECORDED AS 2000P-361, ON FILE AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE; THENCE ALONG SAID EAST LINE SOUTH 00° 11' 03" WEST 12.11 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE ALONG THE SOUTH SUBDIVISION LINE SOUTH 89° 59' 58" WEST 379.31 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED CONTAINS 1,707 SQUARE FEET OR 0.039 ACRE.

THE ABOVE DESCRIBED FOR RE-ZONING PURPOSES CONTAINS 2.50 ACRES.

BASIS OF BEARING

North 00°11'03" East, being the bearing of 900 East Street between found monuments at 3900 South and 3300 South Street intersections. End of description.

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

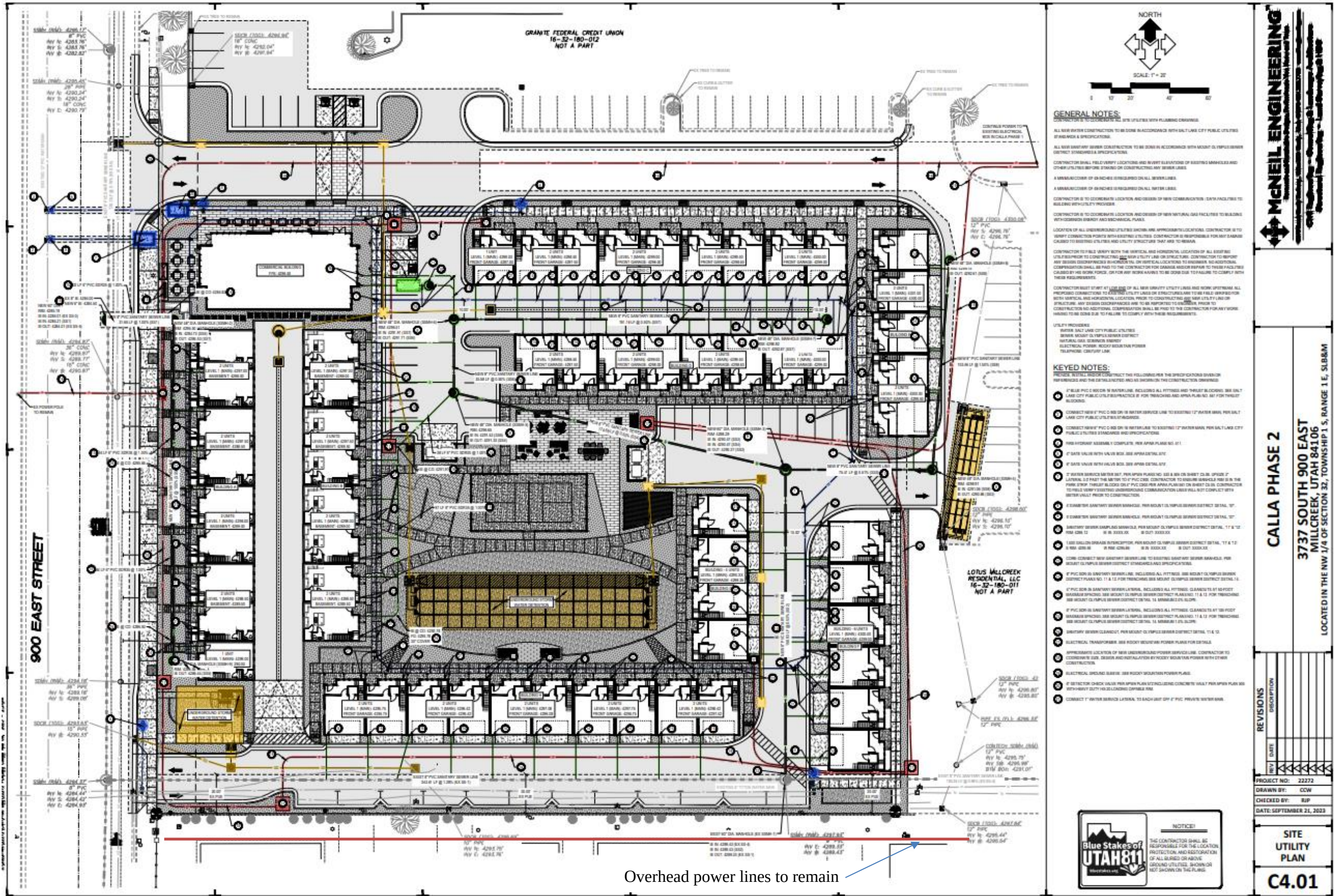


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

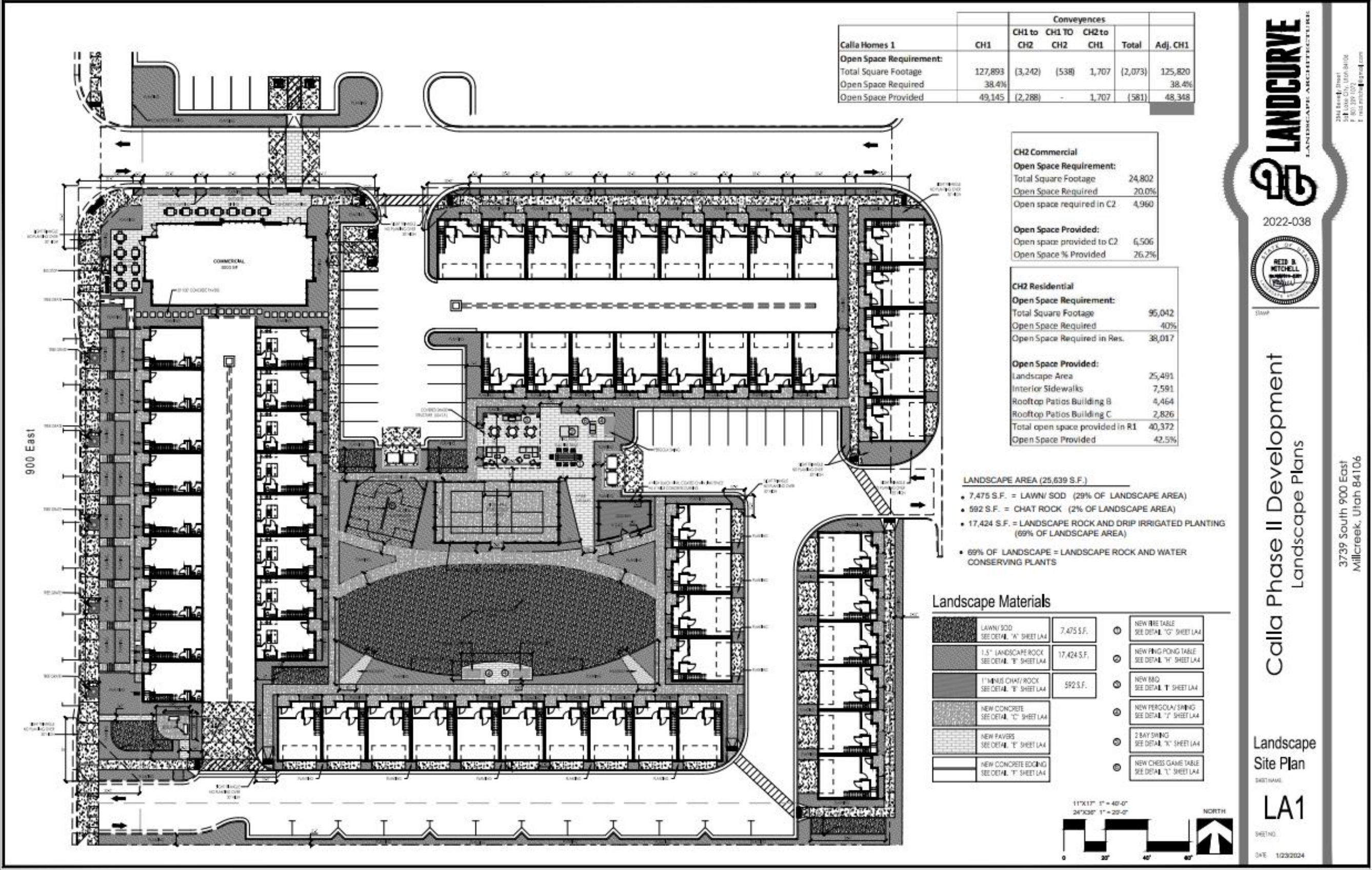


EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

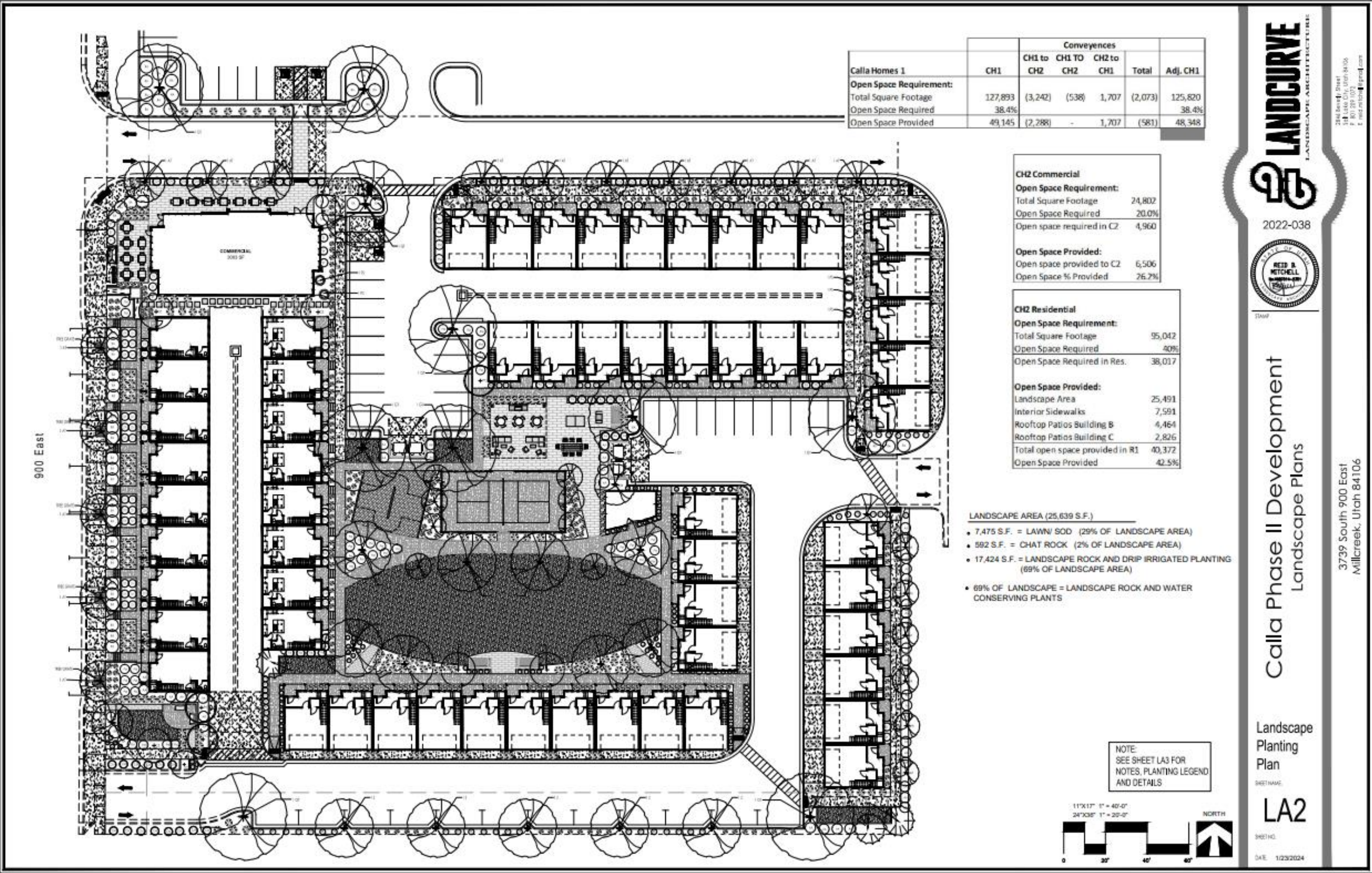
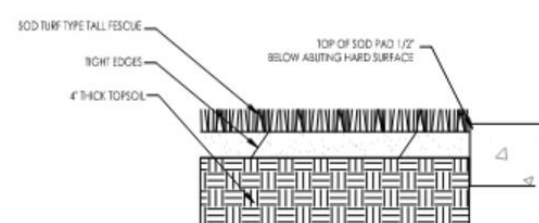
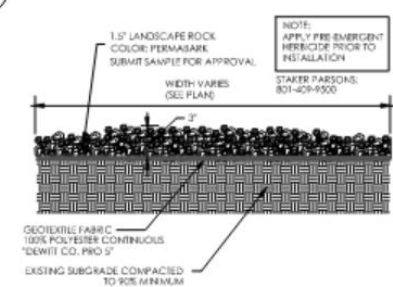


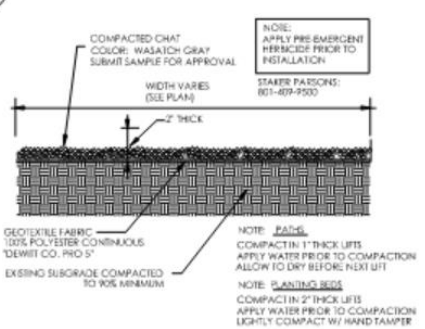
EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



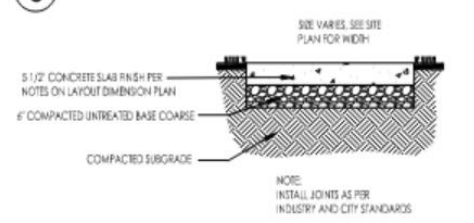
A LAWN/ SOD DETAIL



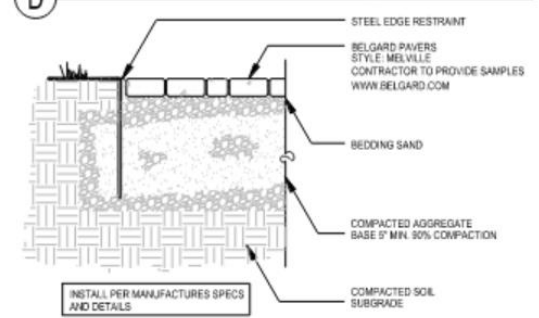
B 1.5" LANDSCAPE ROCK (PLANTING AREAS)



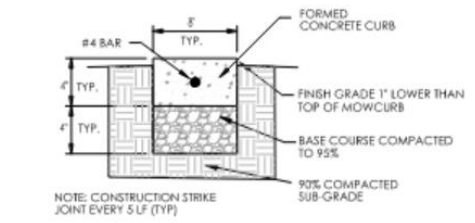
C CHAT/ ROCK GARDEN AREA



D CONCRETE PAVEMENT



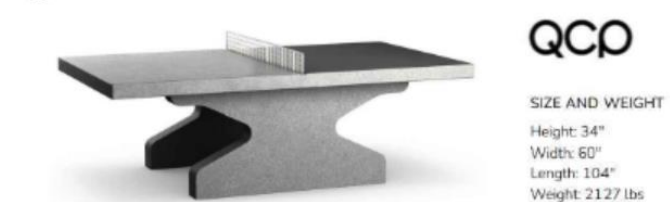
E CONCRETE PAVERS



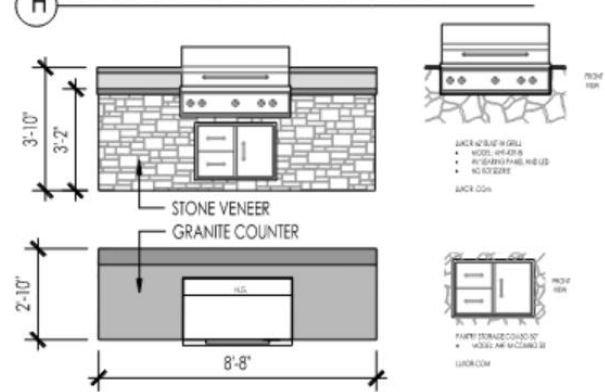
F CONCRETE EDGING



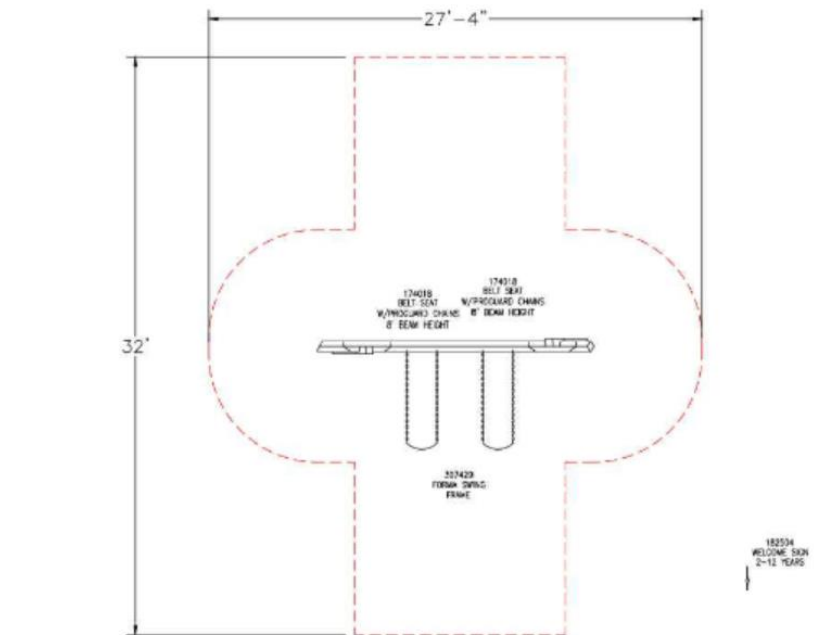
G GAS FIRE TABLE



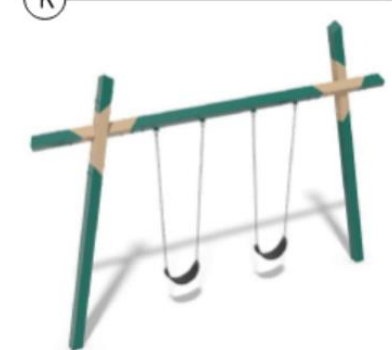
H CONCRETE PING PONG TABLE



I BUILT IN BBQ AREA



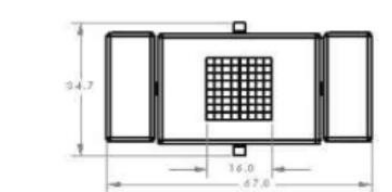
K 2 BAY SWING



K 2 BAY SWING



J PERGOLA AND SWING



L CONCRETE OUTDOOR CHESS TABLE



Calla Phase II Development
Landscape Plans

Landscape/
Site Details
SHEET NAME:
LA4
SHEET NO.
DATE: 5/3/2023

2845 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1072
E: reid.mitchell@gmail.com

3739 South 900 East
Millcreek, Utah 84106

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



2022-038



SEAL

Calla Phase II Development
Landscape Plans

Pavilion
Options

SHEET NAME

LA7

SHEET NO.

DATE: 1/23/2024

3844 East 1st Street
Salt Lake City, Utah 84106
P: 801.339.1032
E: reid.mitchell@landcurve.com

3739 South 900 East
Millcreek, Utah 84106

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



Calla Phase 2
Amenity Master Plan

3737 S. 900 E.
Millcreek, Utah 84106



2846 Beverly Street
Salt Lake City, Utah 84106
P. 801.209.1072
E. reid.mitchell@gmail.com

DATE: 5/3/2023

2022-038

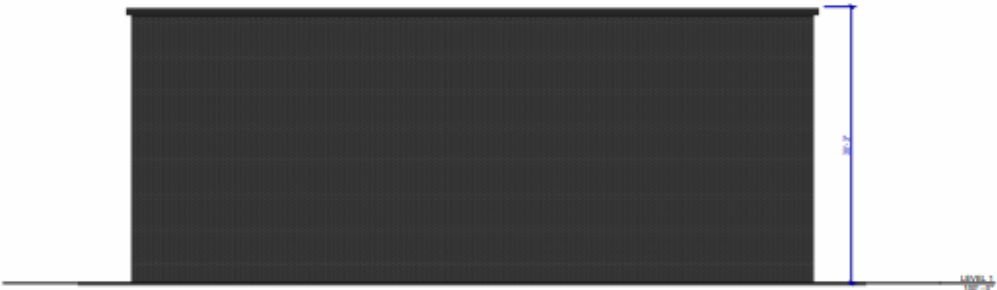
EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



5 COMMERCIAL BUILDING - PERSPECTIVE



4 WEST ELEVATION
18'-0"



3 SOUTH ELEVATION
18'-0"



2 EAST ELEVATION
18'-0"



1 NORTH ELEVATION
18'-0"

MILLCREEK TOWNHOMES

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. A MATERIALS - FRONT			
MATERIAL NAME	SP	PSF	%
SPRINK CORNICE PANEL - BLACK	360.2 SP	12.5	1%
SPRINK CORNICE - BROWN WHEAT	125.3 SP	12.5	1%
SPRINK CORNICE - WHITE	125.3 SP	12.5	1%
SPRINK CORNICE - BLACK	125.3 SP	12.5	1%
SPRINK CORNICE - TAN	125.3 SP	12.5	1%

MILLCREEK TOWNHOMES

BLDG. A ELEVATIONS | A1
130 N 600 W, KAYSVILLE, UT 84032
JANUARY 10, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. B MATERIALS - FRONT

MATERIAL NAME	SP	%
PAVER "CAUSWAY PAVEMENT" BLACK	100.0 SP	5%
LAP SIDING "SUMMIT WHEAT"	101.0 SP	35%
STONE "LEOPARD GRAY"	102.0 SP	5%
STUCCO "WHITE"	103.0 SP	15%
THIN BRICK "BLACK"	104.0 SP	35%
THIN BRICK "TAN"	105.0 SP	20%

MILLCREEK TOWNHOMES

BLDG. B ELEVATIONS | A2
132 N 800 W, KAYSVILLE, UT 84632
JANUARY 16, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. C MATERIALS - FRONT

MATERIAL NAME	SF	%
PERFORATED PANEL, BLACK	250.0 SF	33%
LAP SIDING, CLARKSON VINYL	279.0 SF	37%
STONE, LIGHT GRAY	246.0 SF	32%
STUCCO, WHITE	196.0 SF	26%
TRIM BRICK, BLACK	104.0 SF	14%
TRIM BRICK, TAN	124.0 SF	16%

MILLCREEK TOWNHOMES

BLDG. C ELEVATIONS | A3
100 N 800 W, KAYSVILLE, UT 84033
JANUARY 10, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. D MATERIALS - FRONT			
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'
PAINTING - WHITE	100'	100'	100'

MILLCREEK TOWNHOMES



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



MILLCREEK TOWNHOMES

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. F MATERIALS - FRONT

MATERIAL NAME	SF	%
CAPSTONE - SUMMITVIEW	246 YSF	7%
STONE - LIGHT GRAY	2773 SF	8%
CLADDING - WHITE	2513 SF	68%
TRIM - BLACK	2407 SF	25%

MILLCREEK TOWNHOMES

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. G MATERIALS - FRONT		
MATERIAL NAME	QTY	%
PRECAST CONCRETE PANEL, BLACK	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%
1/2" BRICK, CLAY, 1/2" FILL	100.00	100%

MILLCREEK TOWNHOMES

BLDG. G ELEVATIONS | A7
100 N 900 W, KAYSVILLE, UT 84033
JANUARY 10, 2024



EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



BLDG. H MATERIALS - FRONT

EXTERNAL NAME	QTY	UNIT	%
PERFORATED PANEL - BLACK	215.00 SF	SF	30%
1/2" TUBING - PLASTER EXTERIOR	1.97 LBS	LBS	0%
SPRINKLER - 1/2"	1.00 YD	YD	0%
1/2" BRICK - BLACK	2.00 LBS	LBS	0%
1/2" BRICK - TAN	2.00 LBS	LBS	0%

MILLCREEK TOWNHOMES

BLDG. H ELEVATIONS | A8
122 N 800 W, KAYSVILLE, UT 84032
JANUARY 10, 2024





A

Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2846 Saville Street
Salt Lake City, Utah 84106
P: 801.209.1872
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2846 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1072
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

B

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



2846 Beverly Street
Salt Lake City, Utah 84106
P. 801.209.1872
E. reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038



Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106

LANDCURVE
LANDSCAPE ARCHITECTURE
2846 Sevelly Street
Salt Lake City, Utah 84106
P: 801.209.1072
E: reid.mitchell@gmail.com
DATE: 5/3/2023

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



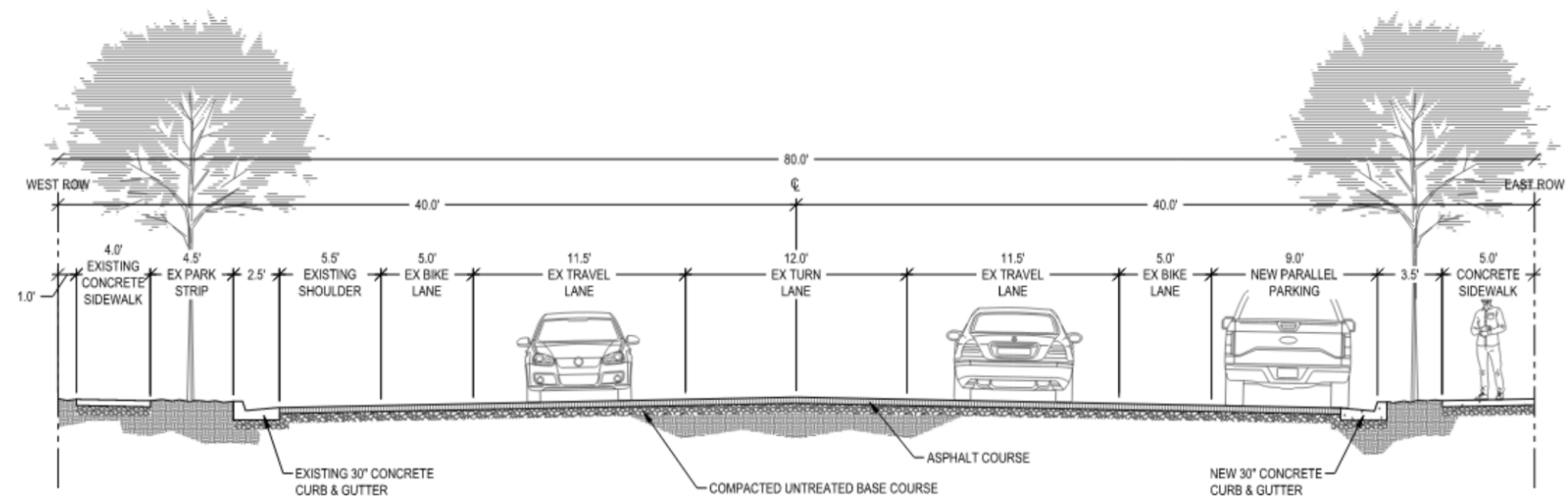
Calla Phase 2
900 East Frontage Rendering
3737 S. 900 E.
Millcreek, Utah 84106



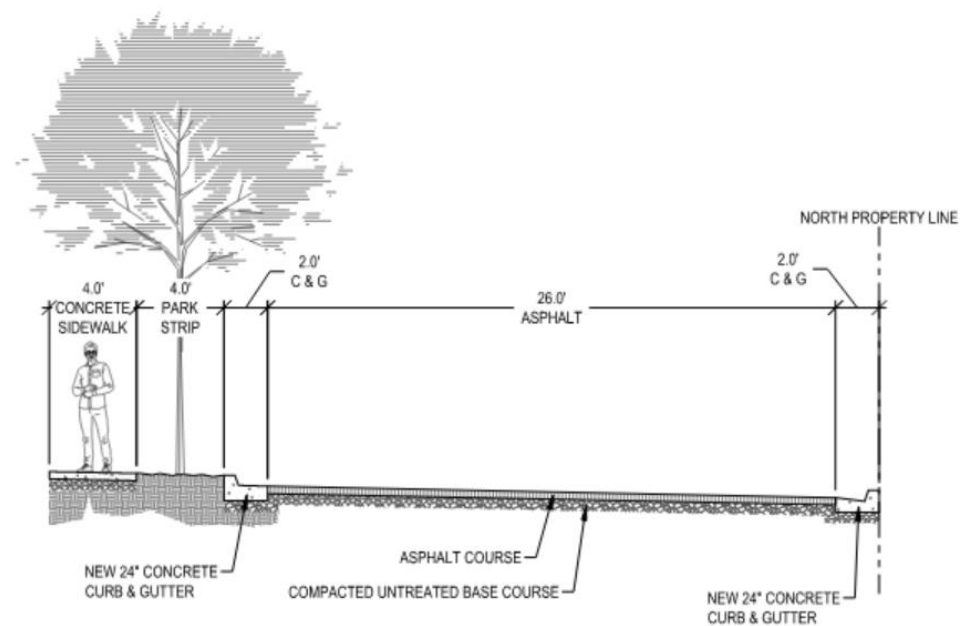
2846 Beverly Street
Salt Lake City, Utah 84106
P: 801.209.1072
E: reid.mitchell@gmail.com
DATE: 9/3/2022

2022-038

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS



900 EAST STREET CROSS SECTION W/ PARALLEL PARKING (A)
SCALE: N.T.S.
VIEW: NORTH



PRIVATE STREET CROSS SECTION (B)
SCALE: N.T.S.
VIEW: WEST

EXHIBIT C
CONCEPTUAL SITE AND LANDSCAPE PLANS AND ELEVATIONS

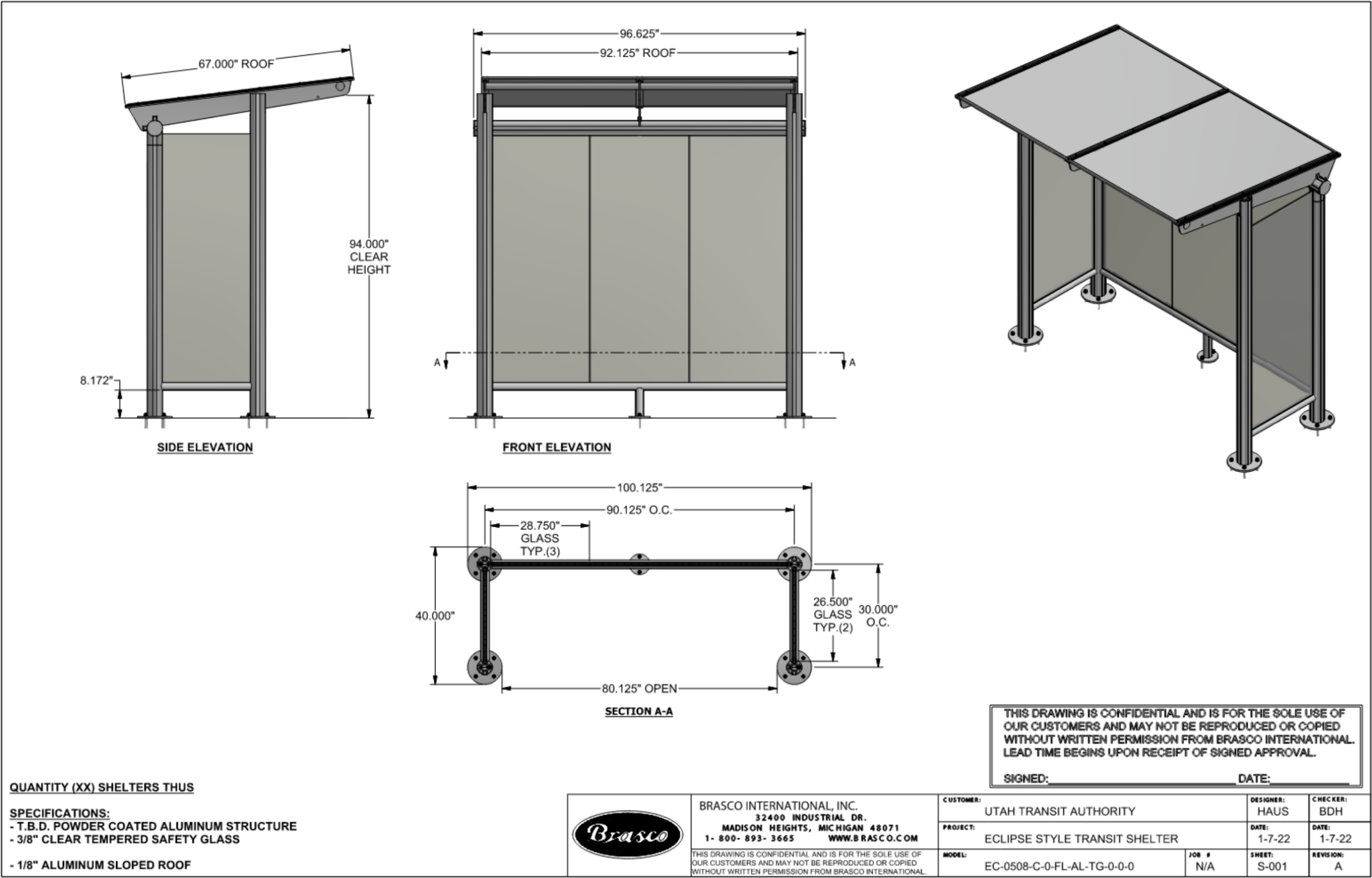


EXHIBIT D
DESIGN CRITERIA

1. **Uses.** Uses shall be limited to the following commercial and residential uses:
 - A. Commercial Uses - A minimum 3,000 square feet of floor area shall be allocated and used as a Restaurant use, as defined by MKZ 19.04.460
 - B. Nine Residential Dwelling Units shall be Live/Work Units. Each Live/Work Unit shall include a minimum of 400 square feet of commercial office space per unit, which shall be located on the ground level abutting 900 East. The commercial portion the live/work unit shall be limited to the following uses:
 - 1) Professional Services - commercial establishments primarily engaged in providing professional work to individuals or businesses in fields (e.g., advertising, legal, insurance, real estate, finances, accounting, architecture, and engineering) and,
 - 2) Personal Services - commercial establishments primarily engaged in providing services of a personal nature, (e.g., Beauty and barber shops, clothing rental and tailoring, massage therapy, portrait and photography, tanning salon, tattoo parlor.)
 - 3) Retail Sales – commercial establishments primarily engaged in the sale of goods pertaining to a service based primary purpose, (e.g., beauty & barber products, art studio sales, training facilities, custom goods, etc.)
 - C. Residential Uses - shall be limited to Live/Work units and one, two, and three-bedroom Residential Dwelling units. The development shall contain between 59 and 65 Residential Dwelling Units as depicted within **Exhibit “C”**.
2. **Building Orientation.** All residential units shall be oriented towards and have directed pedestrian access onto either a street or open space area as shown in **Exhibit “C”**.
3. **Ownership.**
 - A. Prior to City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.
 - B. The Developer shall record a final subdivision plat within one year from the date of Site Plan/Conditional Use Permit approval, for the purpose of creating individual ownership for all units located within the portion of the Project, zoned as Commercial C-2.
4. **Access and Parking.**
 - A. Ingress and egress access for the Project shall be as depicted in **Exhibit “C”**.
 - B. The north access shall be installed near the north property line, providing connectivity between 900 East and other adjoining properties to the east of the Project and shall be designed to the City’s standards for a local street as adopted in the Transportation Master Plan, and as shown on **Exhibit “C”**.
 - C. Tandem parking spaces are prohibited.
 - D. Minimum 2-car garage per unit.

EXHIBIT D
DESIGN CRITERIA

- E. The Developer shall install parallel parking along 900 East, by widening the right of way and installing improvements, (e.g., curb, gutter, park strip, sidewalk, asphalt) as recommended by the City Engineer, and as approved by the Planning Commission, so as to provide on-street parking in proximity to the live/work units as shown on **Exhibit “C”**.
 - F. Restaurant parking shall be located within one hundred seventy-five linear feet of the main entrance of the Restaurant and shall be designated with the appropriate signage and pedestrian access.
 - G. Commercial and Restaurant parking spaces may only be used by residents and guests of the Residential Dwelling Units during non-business hours (between 10pm and 7am) and shall be signed and managed accordingly. If required parking is accomplished through an agreement with a neighboring property owner, the agreement must be in the form of an easement. See below as illustrated in Exhibit F.
 - H. The Developer shall file any necessary applications with UTA and prep the site so that UTA can provide an enclosed bus stop shelter located adjacent to 900 East, as depicted in **Exhibit C**.
5. **Amenities.** Amenities shall be as depicted in **Exhibit C** and as described per the following:
- A. The Project shall include a minimum 18,000 square foot contiguous centralized open spaces area designed for recreational uses.
 - B. The Project shall include a minimum 500 square foot pavilion, gazebo, trellis, or equivalent covered amenity structure with outdoor furniture, tables, two pergola swings, and barbeque/cooking facilities.
 - C. The Project shall include a minimum of 1,600 sqft. sports court designed for pickleball, etc.
 - D. The Project shall include a minimum five-feet-wide perimeter walking path and a landscaped neighborhood pocket park with seating located along 900 East.
6. **Landscaping.** Landscaping shall be as depicted within **Exhibit C** and shall more specifically include the following:
- A. A shared open space and amenity easement shall be recorded over all private sidewalk and landscape areas for the collective use of open space for all tenants.
 - B. All deciduous trees shall be a minimum of 2” caliper and non-deciduous (evergreen) trees shall be minimum six foot tall at installation. All areas not designated specifically as lawn shall be xeriscape with bark or rock mulch and contain 75% perennial live plant material.
 - C. Contiguous open space areas shall be landscaped with sod and shade trees at a ratio of 1 tree per 700 S.F. of landscape area.
 - D. The area between 900 East and the building façade shall be improved as a plaza area containing ground level and elevated planters permanent seating as depicted in Exhibit C.
 - E. Developer shall plant deciduous street trees along 900 East and along the North

EXHIBIT D
DESIGN CRITERIA

Access drive at 30 to 40 foot spacing as depicted in Exhibit C.

- F. Parking areas shall contain one shade tree at the end of each parking row, one shade tree for every third perpendicular parking stall, and one shade tree for every other parallel parking stall.

7. **Architecture** - Building architecture shall be as depicted within **Exhibit C** and shall include the following:

A. Commercial and Live/Work Unit building with facades abutting 900 East shall include:

- 1) The restaurant shall include outdoor patio areas with seating on both the north and west sides of the building. The patio areas shall include large awnings and/or pergola shade structures.
- 2) Live/Work Units shall have direct pedestrian access onto 900 East.
- 3) Expansive windows or glazing comprising of no less than 50% of the ground level street facing facades and no less than 30% of each story above ground level on the street-facing façades.
- 4) Architectural awnings and balconies facing street facades (with semi-obsured railings) as recommended by staff and as approved by the Planning Commission.
- 5) Vertical and horizontal reliefs and design elements as recommended by the Planning Director and as approved by the Planning Commission.
- 6) Stucco, if used, shall be limited to no more than 20% of building facades. All other façade features, elements, and requirements including but not limited to brick, stone, wood, prefinished panel, and composite materials shall comply with the C-2 Design Standards.
- 7) All exterior building finishes shall be high quality, durable, low maintenance materials (e.g., brick, stone, composite, metal, limited stucco) as recommended by the Planning Director and approved by the Planning Commission.

B. Non-commercial and non-live/work units shall include the following:

- 1) All residential units shall have a private outdoor space in the form of a balcony and/or patio with a minimum of 60 square feet with a minimum 5-foot depth.
- 2) All building facades facing public or common open spaces, shall have equal treatment and shall include a minimum 50% brick, stone, wood, prefinished panel, composite materials or other materials of similar quality, hardness, and low maintenance characteristics excluding windows and doors. Stucco, if used, shall be limited to no more than 20% of building facades.
- 3) Each building shall include:
 - i. Change in height at the top of the building by at least 10 feet for every 30 feet of façade length where abutting a street, applies to Building A, Building B, and the commercial building.
 - ii. All other building facades facing shall have a change in height at the top of the building by at least 5 feet for every 30 feet of façade length, and no

EXHIBIT D
DESIGN CRITERIA

articulation shall be required on the back of buildings where facades are abutting an alley.

- iii.** Changes in materials, color, texture, or pattern for greater than 50% of the building facade.
- iv.** Indentations/recesses at least 2 feet in depth along the street facing facades at 22-foot intervals.
- v.** Unless required as a step back, roof-top terraces, as applicable, shall be at least 10 feet in depth along the street facing facades. Usable terraces must provide either private or common leisure space.

8. Streetlights.

- A. Streetlights shall be installed along the street right of ways, per city standards, as recommended by the City Engineer.

9. Utilities. All new utilities shall be relocated underground excluding the existing utilities along the south property line.

EXHIBIT E
OWNER OCCUPIED UNIT COVENANT

The following language shall be included in a declaration of covenants, conditions, and restrictions to be recorded by Developer against the Property, provided that it shall be applicable only to the Owner-Occupied Units:

1. Except as set forth herein, each of the Owner-Occupied Units is intended to be Owner occupied, including occupancy by such Owner's immediate family members (including parents, siblings, children and grandchildren of the Owner), as well as unrelated persons so long as such Owner remains in occupancy.
2. The foregoing restriction shall not apply, however, to:
 - a. Any Owner-Occupied Unit owned by a person who has ceased occupying such Unit due to military service for the period of the Owner's deployment;
 - b. To any Owner-Occupied Unit occupied by an Owner's parent, child or sibling;
 - c. An Owner whose employer has relocated the Owner for two (2) years or less;
 - d. An Owner-Occupied Unit owned by an entity that is occupied by an individual who:
 - i. has voting rights under the entity's organizing documents; and
 - ii. has a 25% or greater share of ownership, control, and right to profits and losses of the entity; or
 - e. An Owner-Occupied Unit owned by a trust or other entity created for estate planning purposes if the trust or other estate planning entity was created for the estate of:
 - i. a current resident of the unit; or
 - ii. the parent, child, or sibling of the current resident of the unit;

Exhibit “F”

DEPICTION OF PARKING LOT AND ACCESS IMPROVEMENTS

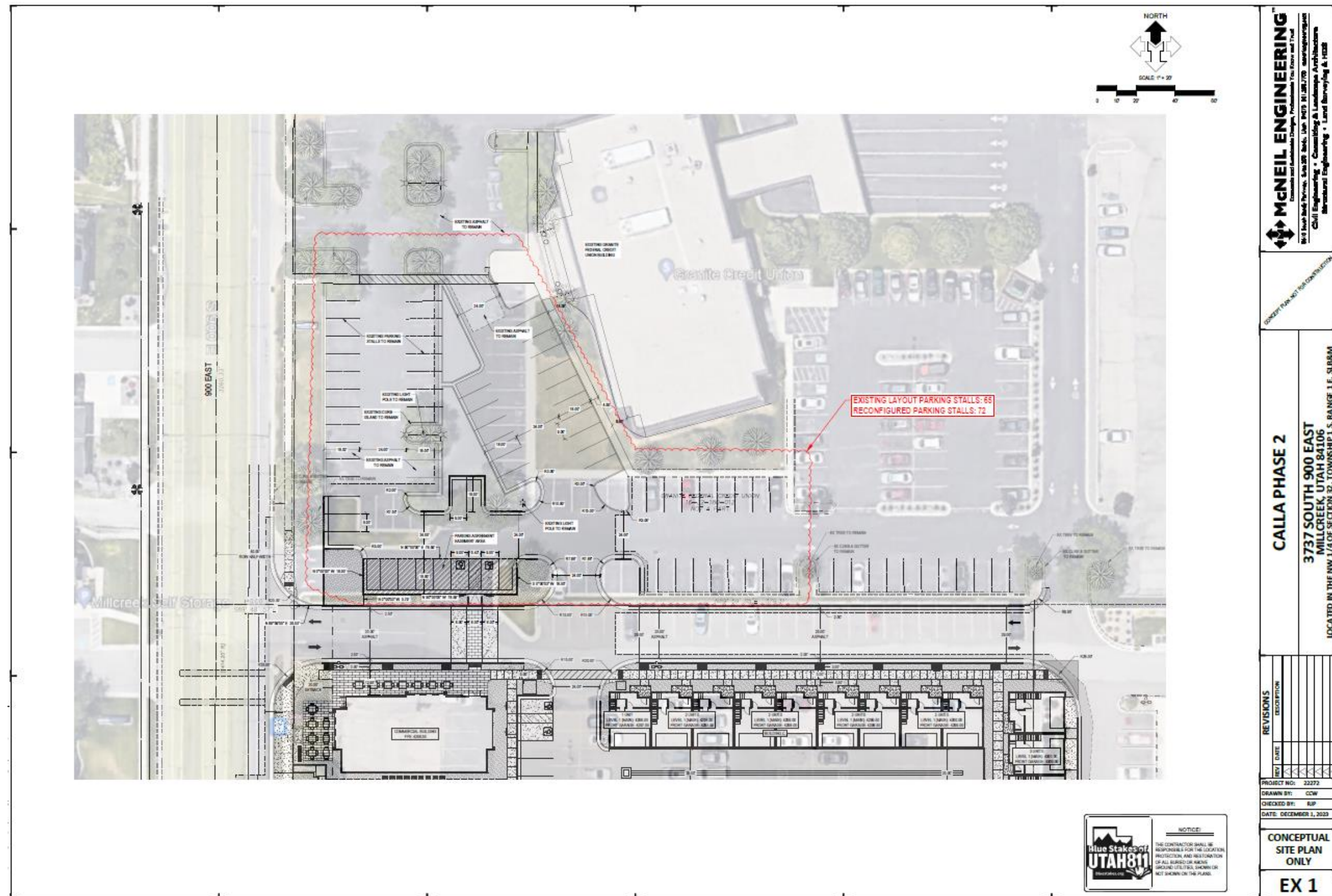


Exhibit "F"

AREA OF PARKING EASEMENT

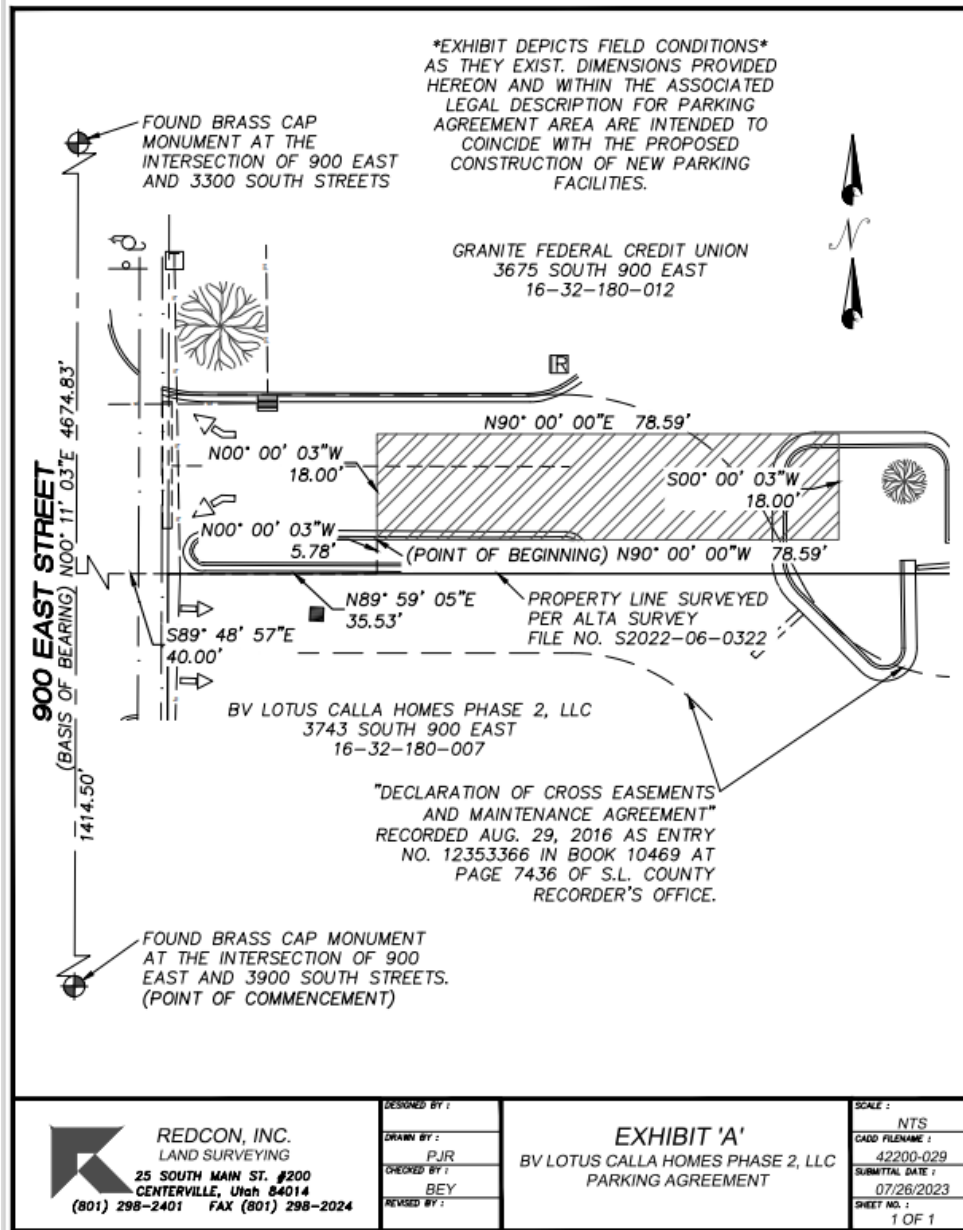


**EXHIBIT F
PARKING AGREEMENT**

**LEGAL DESCRIPTION OF PARKING EASEMENT
LEGAL DESCRIPTION**

Situate in the Northwest (NW 1/4) of Section 32, Township 1 South, Range 1 East, Salt Lake Base and Meridian; this legal defines an eighteen (18) foot wide area to be designated for the use of parking facilities to be constructed; specifically two (2) handicap parking stalls and six (6) regular parking stalls described as follows:

Commencing at a found 2.0 inch, brass cap street monument at the intersection of 3900 South Street and 900 East Street; thence along the 900 East Street monument line North 00°11'03" East 1414.50 feet; thence departing said monument line South 89°48'57" East 40.00 feet to a point on the east right-of-way line of said 900 East, said point also being the northwest corner of surveyed property on file as number S2022-06-0322 with the Salt Lake County, Utah Surveyor's Office; thence departing said right-of-way line and along the northerly line of said surveyed property North 89°59'05" East 35.53 feet; thence departing

Thence the following four (4) courses around the perimeter of said proposed parking stalls; (1) North 00°00'03" West 18.00 feet; (2) North 90°00'00" East 78.59 feet; (3) South 00°00'03" West 18.00 Feet; (4) North 90°00'00" West 78.59 feet to the **Point of Beginning**.

The above described area contains 1,415 square feet or 0.03 acre.

Exhibit 'A' attached hereto and by this reference made a part hereof.

BASIS OF BEARING

North 00°11'03" East 4674.83 feet, being the bearing of the 900 East Street monument line between found monuments at the intersections of 3900 South Street and 3300 South Street. End of description.

Assessor Parcel No. 16-32-180-012

MILLCREEK, UTAH
RESOLUTION NO. 24-05

A RESOLUTION OF THE MILLCREEK COUNCIL APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY RELATING TO THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY PROGRAM FOR THE PROGRAM YEAR BEGINNING JULY 2024 .

WHEREAS, the Millcreek Council ("*Council*") met on _____, 2024, to consider, among other things, approving an Interlocal Cooperation Agreement with Salt Lake County relating to the conduct of the Community Development Block Grant Program Urban County Program ("CDBG") for the program year beginning July 2024; and

WHEREAS, under the Utah Local Cooperative Act, Utah Code Ann. § 11-13-101, et seq. any two or more public agencies may enter into agreements with one another for joint or cooperative actions and may also contract with each other to perform any governmental service, activities, or undertakings which each public agency entered into a contract authorized by law to perform; and

WHEREAS, Salt Lake County and Millcreek are public agencies as contemplated in the Interlocal Cooperative Act which will result in a joint or cooperative action that each is authorized by law to perform; and

WHEREAS, Millcreek is eligible to be an entitlement entity under the CDBG program for the program year beginning July 2024 if it chooses to do so; and

WHEREAS, Millcreek has decided to remain a member of the Salt Lake CDBG Urban County Program; and

WHEREAS, Salt Lake County and Millcreek desire to enter into an Interlocal Cooperation Agreement to memorialize their respective roles in the Salt Lake CDBG Urban County Program; and

WHEREAS, the Council met on June 26, 2023, and approved a modified version of this interlocal agreement;

WHEREAS, Salt Lake County modified the previous agreement to align with new federal requirements;

WHEREAS, the Interlocal Cooperation Agreement has been prepared for approval and execution by and between the County and Millcreek, which states the purposes thereof, and the extent of the required participation of the parties and the rights, duties, responsibilities, and obligations of the parties in the conduct and administration of the Salt Lake CDBG Urban County Program; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the public that Millcreek engage in a cooperative effort for the conduct of Salt Lake CDBG Urban County Program; and

WHEREAS, a copy of the Interlocal Cooperation Agreement is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Interlocal Cooperation Agreement attached hereto be accepted and approved, and that the Mayor and Recorder are hereby authorized and directed to execute and deliver electronically the same on behalf of Millcreek.

This Resolution assigned No. 24-05, shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED by the Millcreek Council this ___th day of _____ 2024.

MILLCREEK COUNCIL

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

INTERLOCAL COOPERATION AGREEMENT

**Between
SALT LAKE COUNTY
And
MILLCREEK**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 202~~4~~³, by the between SALT LAKE COUNTY, a body corporate and politic of the State of Utah (“County”) and MILLCREEK ~~CITY~~, a Utah municipal corporation (the “City”). County and City are referred collectively to as the “Parties” and individually as a “Party.”

RECITALS

A. UTAH CODE ANN. §11-13-202 and other provisions of the Interlocal Cooperation Act (codified as UTAH CODE ANN. § 11-13-101, *et seq.*) (the “Act”) provides that any two or more public agencies may enter into an agreement with one another for joint or cooperative actions.

B. UTAH CODE ANN. §11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

C. ~~The~~ County and the City are public agencies for purposes of the Act.

D. City has been notified by HUD that it is eligible to be an entitlement entity under the Community Development Block Grant (CDBG) program for the program year beginning July 2024 if it chooses to do so.

E. Nevertheless, City has decided to remain a member of the Salt Lake CDBG Urban County Program.

F. The Parties wish to enter into this Agreement to memorialize their respective roles in the Salt Lake CDBG Urban County Program.

AGREEMENT

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

1. County Agrees:

(a) Beginning July 1, 2024, the City’s portion of the annual CDBG allocation will be based on the HUD CDBG formula for each of the three (3) years of the urban county interlocal

agreement. Sixty-five percent (65%) of the annual formula allocation for the City will be designated for hard cost activities to be carried out within the City's jurisdiction, which will be passed through to the City by a subgrant agreement.

(b) City shall have full discretion on the use of the passthrough CDBG Hard Costs funds for eligible uses as defined by the 24 CFR 270 Regulations, generally including eligible infrastructure, housing, public facilities improvements, and economic development. ~~The City~~ will submit details of the activities to be funded in accordance with the process established for the annual Request for Application (RFA) for the Urban County. If City does not submit an eligible project according to the published timeline for the annual RFA, the City shall forfeit the right to the above mentioned sixty-five percent (65%) of the annual formula allocation for the City for that specific program year. Forfeited funds will be made available for other project applications which have been submitted for consideration under the annual hard cost RFAs.

(c) To oversee and manage City's hard cost projects which includes all CDBG monitoring, billing, and reporting requirements.

(d) Prepare the Annual Action Plan and Comprehensive Annual Performance and Evaluation Report (CAPER) including information provided by Millcreek City.

(e) Provide opportunities for Millcreek to participate in any meetings of the Salt Lake Urban County.

(f) Provide training opportunities offered by Salt Lake County and HUD on the CDBG program.

(g) Provide technical assistance to City as requested.

2. City Agrees:

(a) The County shall retain thirty-five percent (35%) of the funds apportioned to the City to support the human service needs of the urban county eligible population including the City residents that will also leverage the additional funding from the Social Services Block Grant. These funds represent the maximum allowable 15% of the total City formula portion which is available for public service activities, and the maximum allowable 20% of the City formula portion which is available for administrative activities.~~The County shall retain thirty five percent (35%) of the funds apportioned to the City to support the human service needs of the urban county eligible population including the City residents that will also leverage the additional funding from the Social Services Block Grant. In addition, up to an amount that represents twenty percent 20% of the City formula portion will used for general administration that includes oversight, monitoring and technical assistance the County will provide to the City.~~

(b) To appoint a representative to the County Community and Economic Development Advisory Committee (CEDAC) and/or the County Community and Social Services Advisory Committee (CSSAC) that make funding recommendations to the Urban County Mayor's.

(c) Provide County with information for the Annual Action Plan and the Comprehensive Annual Performance and Evaluation Report (CAPER).

(d) Participate in meetings of the Salt Lake Urban County Program.

(e) Participate in trainings offered by Salt Lake County and HUD on the CDBG program.

3. Duration and Termination

This Agreement shall take effect upon execution and shall continue for Federal Fiscal Years 2024 through 2026 consistent with the Salt Lake County Urban County qualification. This Agreement is for the Federal Fiscal Years of 2024, 2025, and 2026, which for program implementation means for the Federal Fiscal Year 2024, the program year is from July 1st, 2024, to June 30th, 2025, for the Federal Fiscal Year 2025, the program year is from July 1st, 2025, to June 30th, 2026, and for the Federal Fiscal Year 2026, the program year is from July 1st, 2026, to June 30th, 2027. This Agreement shall be subject to the annual HUD formula allocations for each year and the formula apportion to the City. Any unspent funds in one year will roll over to the next year within the three-year agreement. If any unspent CDBG funds remain unspent at the end of the three-year agreement, the County and City will work with HUD to make the increase adjustments to the new Herriman City Entitlement allocation.

This Agreement remains in effect until the CDBG funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the County and the City ~~of Herriman~~ cannot terminate or withdraw from the cooperation agreement while it remains in effect. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it elects not to participate in a new qualification period. A copy of this Notice must be sent to the HUD Field Office by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the City by letter of its right not to participate. The County and the City hereby stipulate to adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice and that failure to comply will void the automatic renewal for such period. This Agreement shall take effect upon execution and terminate June 30, 2027, and shall be subject to the annual HUD formula allocations for each year and the formula apportion to the City. Any unspent funds in one year will roll over to the next year within the three-

~~year agreement. If any unspent CDBG funds remain unspent at the end of the three-year agreement, the County and City will work with HUD to make the increase adjustments to the new Millcreek City Entitlement allocation.~~

4. Additional Interlocal Act Provisions. In compliance with the requirements of the Act and other applicable law:

(a) No Interlocal Entity. The Parties agree that they do not by this Agreement create an interlocal entity.

(b) Joint Board. As required by UTAH CODE ANN. § 11-13-207, the Parties agree that the cooperative undertaking under this Agreement shall be administered by a joint board consisting of the County's Mayor or designee and the City's designee. Any real or personal property used in the Parties' cooperative undertaking herein shall be acquired, held, and disposed of in accordance with this Agreement.

(c) Financing Joint Cooperative Undertaking and Establishing Budget. There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

(d) Attorney Review. This Agreement shall be reviewed as to proper form and compliance with applicable law by the authorized attorneys for County and City in accordance with UTAH CODE ANN. § 11-13-202.5.

(e) Copies. Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each Party, pursuant to UTAH CODE ANN. § 11-13-209.

(f) Manner of Acquiring, Holding or Disposing of Property. The Property shall be acquired, held or disposed of pursuant to this Agreement and unless agreed to herein shall not be used in a joint or cooperative undertaking.

5. General Provisions. The following provisions are also integral parts of this Agreement:

(a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

(b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable,

or invalid provision shall not affect the other provisions of this Agreement.

(e) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) Cumulative Remedies. The rights and remedies of the Parties hereto shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy, or priority allowed by law.

(g) Amendment. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto.

(h) Time of Essence. Time is the essence in this Agreement.

(i) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

(j) Notice. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.

(k) Exhibits and Recitals. The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of this Agreement.

(l) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. § 63G-7-101, *et seq.* (the “Immunity Act”). Consistent with the terms of the Immunity Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and both parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(m) Ethical Standards. The Parties hereto represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of the other party hereto; (b) retained any person to solicit or secure this Agreement upon any contract, agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or County’s Ethics, Gifts and Honoraria ordinance (Chapter 2.07, SALT LAKE COUNTY CODE OF ORDINANCES [2001]); or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.

IN WITNESS WHEREOF, the Parties have subscribed their names and seals the day and year first above written.

SALT LAKE COUNTY

By _____
Mayor or Designee

Reviewed and Advised as to Form and Legality:

By _____
John E. Diaz
Deputy District Attorney
Salt Lake County

MILLCREEK

By _____
Mayor or Designee

ATTEST:

Recorder

Reviewed and Advised as to Form and Legality:

Attorney for Millcreek
Date _____

MILLCREEK, UTAH
RESOLUTION NO. 24-06

**A RESOLUTION OF THE MILLCREEK COUNCIL ADOPTING THE
MILLCREEK HISTORIC PRESERVATION
SCOPE OF COLLECTION POLICY**

WHEREAS, the Millcreek Council (“*Council*”) met in regular session on February 12, 2024 to consider, among other things, approving a resolution to adopt the Millcreek Historic Preservation Scope of Collection Policy; and

WHEREAS, City staff recommend that the City adopt the Millcreek Historic Preservation Scope of Collection Policy; and

WHEREAS, the Council has determined that it is in the best interest of the inhabitants of Millcreek to adopt the Millcreek Historic Preservation Scope of Collection Policy a copy of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Millcreek Historic Preservation Scope of Collection Policy a copy of which is attached is hereby adopted and approved and the City staff is hereby directed to implement the Millcreek Historic Preservation Scope of Collection Policy.

This Resolution assigned No. 24-06, shall take effect immediately on passage.

PASSED AND APPROVED by the Millcreek Council this ____ day of February, 2024.

MILLCREEK COUNCIL

By: _____
Bev Uipi, Mayor Pro Tempore

ATTEST:

Alex Wendt, Deputy City Recorder

Roll Call Vote:

Silvestrini	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Jackson	Yes	No
Uipi	Yes	No

Millcreek City Council

Jeff Silvestrini, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Cheri Jackson, District 3
Bev Uipi, District 4



Millcreek City Hall

1330 East Chambers Avenue
Millcreek, Utah 84106
801-214-2700
millcreek.us

MILLCREEK HISTORIC PRESERVATION SCOPE OF COLLECTION POLICY

Definitions

“Artifact” is limited to ephemerae that fall within the Scope of Collection.

“Ephemera” means printed documents created for a limited purpose and discarded after use.

What is collected?

- Digital copies of historic documents and photographs pertaining to Millcreek’s history.
- Digital audio files of oral histories from Millcreek residents.
- Official documents pertaining to the grassroots efforts to incorporate Millcreek.
- Digital copies of historic video footage of public life in Millcreek, and any news or documentary footage involving Millcreek government, as well as interview footage of elected officials.

What is not collected?

- Any physical object, unless collected temporarily for digitization.
- Digital copies of personal artifacts, letters, or documents that do not pertain to Millcreek’s history.
- Video interviews, unless initiated by the City.

The City in its sole discretion will determine if an artifact falls within the Scope of Collection. This determination will be made by city staff in consultation with the members of the Historic Preservation Commission Records Collection & Preservation Sub-Committee. Determinations will be discussed at a regularly scheduled Historic Preservation Commission public meeting.

What is the purpose of the collection?

The purpose of the collection is to increase the awareness of Millcreek’s history and to serve as a repository for important documents, artifacts, and other items of historical significance to Millcreek, and to commemorate particular moments in Millcreek’s history, including but not limited to:

1. The families who have lived in Millcreek from its founding to the present day.
2. The role of Black pioneers in the founding of the community.
3. Millcreek’s development in the mid-20th Century as a suburb.

4. The incorporation of Millcreek as a municipality in 2016.

How will these materials be used?

Primarily, the materials will be accessed through a public-facing web archive. Millcreek will also use these materials in the City's physical and electronic newsletters and at public events, as well as for other forms of public outreach deemed appropriate by Millcreek.

How will the collection be organized?

The collection will be divided into the following sub-collections: Each sub-collection will include photographs, maps, advertising and promotional materials, and relevant official records from schools and other civic institutions with a presence in Millcreek. The sub-collections are as follows:

1. Pre-Pioneer Settlement, Pre-1847
2. Early Settlement and Milling Period, 1848-1877
3. Community Building, Black Settlement & Transition Period, 1878-1904
4. From Prosperity to the Great Depression, 1904-1938
5. Subdivision Development, 1939-1957
6. Suburban and Late Twentieth Century Development, 1958-1977
7. Millcreek from 1978 to Today

What is the process for submitting an artifact to Millcreek?

Millcreek will receive a document through one of the following methods:

1. Digital Submittal

Millcreek prefers that artifacts be submitted digitally.

- a. Submitter will include an intake form describing how the artifact fits within the Scope of Collection, along with a digital copy of the artifact.
- b. Millcreek staff will determine if the artifact fits within the Scope of Collection, and the Historic Preservation Commission will review determinations at a public meeting. (alternative: Subcommittee will determine this at a meeting organized by staff)
- c. Submitter will issue a Deed of Gift to Millcreek on a form provided by Millcreek.

2. Physical Submittal of Photographs, Maps, Advertising and Promotional Material, and Relevant Official Records from Schools and Other Civic Institutions Located in Millcreek.

- a. Submitter shall schedule an appointment with the Planning Director or designee for submission of a physical artifact for scanning.
- b. Submitter will include an intake form describing how the artifact fits within the Scope of Collection, along with the physical artifact, which will be held in temporary custody.
- c. Millcreek will determine if the artifact fits within the Scope of Collection.
- d. Millcreek will scan the artifact and will make best efforts to return the physical copy of the artifact within 2 weeks of submittal.
- e. Submitter will issue a Deed of Gift to Millcreek on a form provided by Millcreek. The Deed of Gift will, among other things, declare that the artifact becomes a

public record subject to the Government Records Access and Management Act, Utah Code Title 63G Chapter 2.

- f. Millcreek will announce an opportunity for the community to submit physical artifacts twice each year.

Returning Artifacts in Temporary Custody

In the event that Millcreek determines that an artifact does not fall within the Scope of Collection, or if Millcreek has digitized an artifact upon request of its owner, Millcreek will undertake the following steps to return the object to its owner:

1. Millcreek will attempt to communicate via phone and email to request that the owner retrieve the artifact.
2. If no contact is established with the owner within one week, Millcreek will send a letter via First Class Mail to the owner requesting that the owner retrieve the artifact.
3. If Millcreek remains in custody of the artifact three weeks after the letter is sent to the owner, Millcreek reserves the right to dispose of the artifact in a manner of its choosing.
4. Upon request, Millcreek will mail or hand-deliver the artifact to the owner's address.



**Minutes of the
Millcreek City Council
January 9, 2024
5:00 p.m.
Work Meeting
7:00 p.m.
Special Meeting**

The City Council of Millcreek, Utah, met in a public work meeting and special meeting on January 9, 2024, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The Community Reinvestment Agency of Millcreek will also assemble in a special public meeting and will commence when the City Council has recessed or concluded the Council meeting. The meeting was live streamed via the City's website with an option for online public comment.

PRESENT:

Council Members

Jeff Silvestrini, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2 (excused)
Cheri Jackson, District 3
Bev Uipi, District 4

City Staff

Mike Winder, City Manager
Francis Lilly, Assistant City Manager
Alex Wendt, Deputy City Recorder
Kurt Hansen, Facilities Director
John Brems, City Attorney
Rita Lund, Communications Director
Sean Murray, Planner
Jim Hardy, Building Official
Aimee McConkie, Millcreek Common
Director

Attendees: Aaron James, Tiffany James, Robert May, Brandyn Keating, John Kesler, Ryan Bagshaw, David Baird, Soren Simonson, Jaquelyn Thiel, Kevin Thiel, Chip Spencer, Sheryl Martin, Kara Cope, Eric Herschthal, Rae Duckworth, Illana Raskin, Dayla Higgs,

WORK MEETING – 5:00 p.m.

TIME COMMENCED – 5:03 p.m.

Mayor Silvestrini called the work meeting to order.

1. Non-Armed, Non-Uniformed Mental Health Response For UPD; Eric Herschthal

Mr. Herschthal said there is a desire for further police reforms in the community. They are asking for the creation of a non-armed mental health response unit of six to eight members for low priority calls related to wellness checks, unhoused people, and mental health issues. More than 100 cities in the United States have created a group like this. Many police shootings involve someone in a mental health crisis. Benefits to Millcreek would include decreasing the likelihood

that people in a mental health crisis are less likely to be harmed, 911 calls would be decreased for these types of issues, there would be a decreased need to increase the amount of police officers in Millcreek. The success of a crisis response unit is that they be trained very well. Mr. Herschthal is asking for a three-person pilot program with a 1–2-year trial and then consider creating a full-fledged program for the city. The best estimate for cost is that the startup cost would be between \$500,000 to \$1 million. Ongoing costs would be \$100,000 per staff member per year. Tax revenue would be needed to keep the program ongoing. There are several state and federal grants to pay for the startup grants. There is a UPD mental health unit with 1 full time social worker. This is not nearly enough. UPD gets roughly 5,000 mental health calls a year and is understaffed. Is this just replacing the police? No, it is giving the police more time to respond to higher priority issues.

Kara Cope, Millcreek resident, said she is in support of this program. UPD has some of the best trained officers in the state. There needs to be an option other than police showing up and escalating situations. Rae Duckworth, said her cousin was experiencing a mental health crisis in Wellington Utah and was shot by a police officer, her family has been mourning his death since 2019. Mental health issues are very important and need to be considered more than ever. She said she is very supportive of this program. Illana Raskin, Millcreek resident, supports this proposal very much as a Millcreek resident and public health professional. Approaches to solving mental health crisis that involve police officers and emergency rooms is not working. Crisis response units are one potential and important solution. It would be exciting and important if a city like Millcreek took the lead on a project like this. An unnamed gentleman from the audience said their group has been working on this very hard for a year, they feel very strongly about this, and it would complement the existing Millcreek police force. This would help city residents be safer. Dayla Higgs, Millcreek resident, said she is at peace with our peace-making officers, a program like this would take weight off their shoulders and would help residents.

Council Member Uipi asked if the group has had conversations with the Millcreek UPD citizen's advisory board. Decision processes about a program like this would also involve that group. The Millcreek Community Councils will be submitting their priorities to the City Council soon. Please work with the Millcreek Community Councils because that can help things move forward. In Millcreek property taxes fund police services entirely, Council Member Uipi would like to know how many mental health response officers the \$500,000 to \$1 million would pay for. Mr. Herschthal described Olympia, Washington, a city of 60,000 people, their unit started with four people and their start-up fee was a little over \$500,000. The ongoing price is \$100,000 per staffer. It could be up to \$1 million for an eight-person team to account for unanticipated costs. Council Member Uipi said she is the point person on the Council for police issues, she asked for more documentation from the group to get more information on a unarmed program like this. Mayor Silvestrini said that he wanted this on the Council radar. He has also spoken with Sara Larsen in Olympia, Washington. There is a spectrum of police calls where some responses with mental health officers are appropriate and some where there are not. Certainly, there are times that officers would prefer not to respond to some calls because they are less equipped. Millcreek has not been able to talk to Salt Lake City about their program yet. There may be a benefit to this in that it is cheaper than normal police services. Council Member Jackson thanked the group for their presentation. 911 dispatchers would need to be able to gauge what types of calls would be appropriate for a certain response. One concern that Council Member Jackson expressed is that it would be hard if the dispatch system is shared with many communities. How would dispatch work? Mayor Silvestrini said that this would require training by dispatch and there could be

situations whereas a general rule this is something that could be managed by the way dispatch works. Council Member Catten said that the fire department is also a big part of this, they respond to calls like this. Ms. Duckworth said that Utah launched the 988 program so that armed officers are not always sent out. 988 is staffed by Safe Utah. Mr. Herschthal said that 988 simply does not have enough staff. There is the option for the mental health officer to respond with an armed officer for safety. It is important to have every emergency agency on the same page. Council Member Uipi said it sounds like there would need to be a crisis response person and then support staff for case management. Currently the mental health officer is caught in a lot of case management. Mayor Silvestrini said that Mr. Herschthal has provided the Council with a great handout. Chip Spencer, Member of Millcreek Community Council, said he supports a program like this. The response to incidents where things happen, and something should not have happened brings out a different kind of response. It would behoove city councils to look beyond just money and look at how these incidents are received by people in the community and the responses that come from it. From 1998-2002 Mr. Spencer worked for Olympic security and the ability of people in Utah to come together is great, this can happen again. Aaron James said he supports a program like this in Millcreek.

2. Discussion with Citizen Assembly; Brandyn Keating

Ms. Keating, CEO of Unify, and Mr. Kesler a resident of Millcreek is here to make this presentation. Ms. Keating said she is delighted to work with Millcreek to create a citizen's assembly of randomly selected people to learn about, deliberate on, and talk about key public policy decisions. This is a new concept in the United States. Citizen assemblies draw on best practices from across the world. They would like to deploy in Millcreek. One size does not fit all, each community is unique. They would work with residents and the City Council on what topics to address, and how long the discussion should go on, then eventually make policy recommendations. The model is not intended to be episodic; it is to develop and build on the civic fabric of the community. Mayor Silvestrini said the goal here is to engage in civic dialogue and help people engage in Millcreek politics that have not been involved in the past. Some Millcreek communities are hard to reach and do not engage with city policy. Millcreek may like to discuss issues related to the Great Salt Lake because of the impact it has on the whole valley. Council Member Catten asked how to determine what is the best way to find a good topic. Ms. Keating said the topic is decided before people are asked to be part of the assembly. One thing that differentiates this model from other models is that a great deal of effort is put into community organizing and outreach, this helps many different voices be heard. Mayor Silvestrini asked about funding and time commitments. Ms. Keating said they have a grant that supports this effort. There is enough in a grant to carry this program out. There is no requirement for the city to put money into this unless they would like to. The next step is a needs assessment, this would determine the level of time commitment. The Mayor and Council can define the timeline. This is scalable to be robust enough. Ms. Keating spoke about timelines, involvement of stakeholders and topic assessments. Council Member Catten said that she is interested in being involved. Ms. Keating said this can last from four weeks to thirty weeks. They do everything they can to make this accessible to the maximum number of people. Of course, this is not perfect. Ms. Keating explained the next step is another meeting to talk about needs and wants. This will help start a scheduling conversation.

3. First Read, ZM-23-005, Rezone from R-1-6 to R-1-10 at 1069 E Millcreek Way & 1632 E Maple Way; Sean Murray, Planner

Mr. Murray said the applicant is seeking to rezone the property at 1632 E Maple from R-1-6 to R-1-10 so it can be combined with the property at 1609 E Millcreek Way. The applicant must simultaneously rezone the lot and amend the recorded subdivision to combine the two properties. One goal is to preserve and enhance the physical elements that define each neighborhood's character. This would not add density to this area. There would need to be a 1,500 square foot dedication of right-of-way to Millcreek. The applicant held a neighborhood meeting about the rezone on August 17th. Comments from surrounding residents were supportive after learning about the details of the plan. The East Millcreek Community Council gave a unanimous positive recommendation. The Planning Commission gave a preliminary approval for the subdivision. They did have concerns about setbacks for the garage. Their recommendation was to add a development agreement to put the setback for the garage at 30 feet. Staff figured out a way to enforce setbacks without a development agreement, that is still in line with other structures on Maple Avenue. Staff are proposing a 20-foot setback. Staff ask that the Millcreek City Council approves the rezone at 1632 E Maple Ave to R-1-10.

4. Staff Reports

Mr. Winder reminded the Council about the strategic Planning meeting on January 18th. Occasionally organizations request to buy-out the entire skate rink on February 15th for 1,000 attendees. On February 15th, 2023, there were only 100 tickets sold that night. This has happened a few times before, but it is always brought to the City Council. If there is no objection staff will be directed to allow this. Mayor Silvestrini said this was fine.

Mr. Lilly gave an update on signage in Millcreek. As part of the code update there will be an update to the sign code. Since the first digital district sign was created staff has learned that the signage creates opportunities for community partners to promote events in an affordable way. It lowers barriers to entry for advertising for local businesses. It promotes city sponsored events. The state-of-the-art design has reduced illumination and limited sight lines. This is the least bad looking digital sign in the state. The digital district billboard is significantly less bright than the Home Depot sign across the street. There is the potential opportunity to remove additional billboards in the neighborhood. Staff will be speaking about adding two additional digital district signs, one on Chambers Avenue and 1300 E. Staff would like to have the community entertain some additional signage, it would be a net benefit to the city. Staff would recommend an agreement that would require taking down multiple billboards. Feedback is mixed from three of the four Community Councils. Staff is seeking guidance on next steps for community engagement. Staff does believe this is a net positive for the city, the current sign has been helpful and was not a calamity. Mayor Silvestrini said that if this moved forward, he would recuse himself. Millcreek Common Director Aimee McConkie described local businesses and community events that have benefitted from the digital district sign, Pacific Islanders night, Juneteenth, Latin Heritage, Earth Day, Arts Festivals, Business Council Expo, job fairs, the Summer Jam Series. It has been immensely helpful for local events to get exposure. The digital district sign is an inexpensive approach for small businesses and non-profits to help their engagement. Ms. McConkie said this sign helps bring people to city activities. Mr. Winder said the digital sign is very helpful for local businesses. Right now, Millcreek businesses Sicilia Mia, Millcreek Coffee Roasters, and Grantie Credit Union are advertising on the sign right now. Licensed Millcreek businesses get 10% advertising on the sign. Even without a deal with a sign company it would be good for the city to have two more digital signs. Provo, Farmington, and other cities in Utah are using signs like these in their city centers because of the benefits the sign

brings to the cities. Council member Catten asked about sign size. Mr. Lilly said they would be the same size, no taller. Chambers Ave is plumbed with conduit for a future sign. The value of a trade with a billboard company is good but a sign advertising what is going on in Millcreek is very important to the City. Council Member Jackson said she understands the desire to advertise for Millcreek businesses and any deal would have to include taking down other signs for her to be supportive. Next month Mr. Lilly will include this in the sign ordinance update for Community Councils. Mr. Winder said this is just the process to allow the code to add two more signs, it does not mean that two signs would be added post haste. Mr. Lilly said that removing the lighted sign above Wolcott Optical is one of his goals. Council Member Uipi said she would like to see a mail notice specific to homes on Highland Drive.

5. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items

Council Member Jackson moved to adjourn the work meeting at 6:31 p.m. Council Member Uipi seconded. Mayor Silvestrini called for the vote. Council Member Catten voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.
TIME COMMENCED: 7:07 p.m.

1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

Mayor Silvestrini called the meeting to order and led the pledge of allegiance.

1.2 Oaths of Office, Conducted by Judge Camille L. Neider; Jeff Silvestrini, Mayor; Silvia Catten, Council District 1; and Cheri Jackson, Council District 3

Mayor Silvestrini explained that Judge Neider could not make it to the meeting, consequently, the Deputy Recorder would conduct the Oaths of Office.

The Deputy City Recorder conducted the Oath of Office for Mayor Silvestrini, Council Member Catten and Council Member Jackson. They each affirmed to support, obey, and defend the Constitution of the United States of America, and the Constitution of the State of Utah, and that they would discharge the duties of their office with fidelity.

Council Member Jackson expressed gratitude for the support received during the campaign and thanked the residents of District Three for re-electing them for a third term. They acknowledged the contributions of friends, highlighted the importance of community involvement, and expressed appreciation for fellow council members, emphasizing their collaborative and amicable working relationship. Council Member Jackson also praised the dedication of city staff, recognizing their hard work and diverse roles. Council Member Jackson expressed enthusiasm for the next four years and the opportunity to contribute to the growth and development of Millcreek.

Council Member Catten conveyed a deep sense of gratitude for the chance to continue serving the city for another four years. Council Member Catten spoke about how fortunate she feels to live and work in Millcreek, one of the greatest cities in the country. Council Member Catten thanked everyone for their support.

Mayor Silvestrini expressed gratitude and humility for being re-elected uncontested as the mayor of the city with 65,000 residents. He acknowledged the rare occurrence of running unopposed and appreciated the community's confidence in their and the council's seven years of work. Mayor Silvestrini committed to serving for the next four years with fidelity. The mayor highlighted the city's accomplishments in a short period, including overcoming financial constraints and building community infrastructure.

1.3 Recognition of Jacob Britton, Olympus High School Student by Chief Petty-Brown, UPD

Chief Petty-Brown introduced Olympus High School student Jacob Britton and Olympus High School Resource Officer Detective Cardenas. Detective Cardenas introduced Jacob and described action taken by Jacob. Jacob was involved in a critical incident in Millcreek on 11/8/2023. While walking home, he noticed a woman in distress and quickly provided first aid, also asking another witness to call for help. Jacob waited for the police to arrive and left the scene without knowing the outcome for the victim. The next day at school, he shared the incident and expressed concern about the victim's well-being and any suspect apprehension. Jacob revealed that his response was influenced by lessons learned in his law enforcement class, but credit was given to him for his commendable actions. Despite facing challenges in life, Jacob maintains a positive attitude and a constant smile. His courage in providing life-saving aid in a dynamic situation was recognized as commendable, with a belief that he will continue to achieve great things. The school community considers itself fortunate to have Jacob.

1.4 Public Comment

Mayor Silvestrini asked if there was any public comment. There was no public comment.

Council Member Uipi made the motion to have a recess. Council Member Jackson seconded. Mayor Silvestrini asked for the vote. Council Member Uipi voted yes, Council Member Jackson voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The motion passed unanimously. The Council recessed at 7:24 p.m.

Council Member Jackson made the motion to come out of recess at 7:37 p.m. Council Member Uipi seconded. Council Member Jackson voted yes, Council Member Uipi voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The motion passed unanimously.

2. Planning Matters

2.1 Discussion and Consideration of Ordinance 24-01, Amending Title 19 of the Millcreek Code of Ordinances by Amending Chapter 19.04 Definitions, Repealing Chapters 19.08, 19.10, and 19.12 and Enacting a Revised Chapter 19.12 Forestry Recreation Estate (FRE) Zone

Planner, Sean Murray gave the presentation, this is a second read. The first ordinance is repealing code on the books that are no longer relevant. The second ordinance is rezoning property. The code update is amending all these zones, forest zones are very protected. One way to protect them is to increase the minimum size of the lot to make them less developable. This will be a legacy zone; nothing will be zoned into it in the future. This is in line with the open space goals. It lines up with view-shed goals. Development in this area is already nearly impossible due to 30-degree grades. The first read took place in May 2023. This FRE zone is to prevent subdivided lots in this zone unless they had a 5-acre minimum. They would also have to meet FCOZ. Some of the Community Council Members wanted the FR-1 Zone to be exempt from this change. The Planning Commission recommended approval with six in favor and one opposed. Council Member Uipi asked why one person was opposed. Mr. Murray said that the opposition was due to lot size concerns. Mayor Silvestrini said that it is his understanding that the city would eventually do away with FCOZ. Mr. Murray said yes that is true, but FCOZ will be updated. Mayor Silvestrini asked if there were members of the public who would like to comment. Council Member Jackson asked what would be done with the property. Mr. Lilly said that staff has received the application and need to make sure it is complete. Council Member Jackson asked what would happen to the application. Mr. Lilly said that if the application is complete then it would be vested under the old code. If the application is incomplete, then it would fall under the new code.

Dan Jackson, Millcreek Resident, and co-owner of the lot in question, said he filed the application last week, Mr. Lilly asked for more information and he provided that information. Now it seems like if the application was filed it should be grandfathered. Mr. Jackson said that if he could have more time, he would like the time to complete the application. There is no other lot that would be affected by the rezone. He believes there is no reason to change the F-1 Zone except to stop him from developing his lot. Mr. Jackson would like a continuance on this ordinance. Mr. Lilly explained that state law is clear that an application is vested if it is deemed to be complete. There are elements in the code that say what is complete. An application can be complete but defective. One requirement is a checklist that was provided to the applicant in June. This is a landlocked parcel. Staff will ask applicants to solve their access issues first. Staff generally like to approve an application in 45-60 days, staff are not sure what to do with an application where the parcel is landlocked with no access and the title report says there is no access. Staff have been available to work with the applicant proactively. Mayor Silvestrini said there is a new ordinance to repeal the FR-1 Zone and asked if the city did not rezone this property if it would affect the applicants' vested rights. Mr. Brems, City Attorney, explained that the city would have to continue or hold up on both ordinances. Mayor Silvestrini asked if there is an answer to the access issue. Mr. Jackson said he does not have an answer yet, but he is only landlocked by 30 feet. Mr. Lilly said he has worked on many subdivisions in his career. Property rights must be balanced with the other needs of the community as expressed in the general plan, in the world of rezoning. Staff will accommodate the applicant and the City Council in what the City Council decides. Mr. Jackson said his property is 3 acres and this rezone would reduce the value of his property by half. It is the only property that is affected by this change. Mr. Jackson feels that it is this is highly irregular.

Mayor Silvestrini said the first read on this issue was seven months ago, why has the applicant not filed before a few weeks ago. The applicant, Mr. Jackson, said he first tried to sell the property, he is not a developer, they are 30 feet away from Mile High Drive. The applicant said that he will have to sue for his easement because the person he needs it from will not grant the easement, that person wants to buy the lot at a reduced price. Mr. Jackson thought that he could file the application and then continue to work on these other issues. Even if he did sue for the easement 6 months would not be enough time for it to get through the courts. Council Member Jackson said this feels like a last-ditch effort and more work should have been done on this in the last seven months. Council Member Jackson asked what a reasonable amount of extra time is. Mayor Silvestrini said it could take a year or two years for the case to work through the courts. Council Member Jackson said she is sympathetic to the plight of the applicant. Mr. Jackson said that access should not be a condition for filing the application. John Brems, City Attorney said the issue is if the application is complete or not. The application does not have to be perfect. If the application is complete, he is vested, and it lasts forever. Staff is concerned because the subdivision could hang over them forever. Mr. Brems said the application is probably not complete, but the applicant does not need access to have a complete application. The applicant could be given an extra month, but he would have to work hard. There needs to be an ALTA survey and there is not one right now. Mayor Silvestrini said he supports doing a continuance for a month. Mr. Lilly said he has never seen one landowner receive this type of an allowance.

Council Member Uipi moved to continue items 2.1 and 2.2, Ordinances 24-01 and 24-02, until February 12, 2024. Council Member Jackson seconded. Mayor Silvestrini asked for the vote. Council Member Uipi voted yes, Council Member Jackson voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The Motion passed unanimously.

2.2 Discussion and Consideration of Ordinance 24-02, Rezoning Certain Property from the FR-1, FR-2.5, FR-5, FR-10, and FR-20 Zone to the Forestry Recreations Estate (FRE) Zone.

3. Financial Matters

3.1 Public Hearing on Considering a Monetary Appropriation of up to \$5,000 to Trails Utah

Trails Utah is working on the trail from Parley's Canyon to Millcreek Canyon and had contract overruns. The city did commission a study on this and asked if it would benefit the public of Millcreek. The study concluded that it would be beneficial.

Council Member Uipi moved to open the public hearing. Council Member Jackson seconded. Mayor Silvestrini asked for the vote. Council Member Uipi voted yes, Council Member Jackson voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The motion passed unanimously.

There were no comments.

Council Member Uipi moved to close the public hearing. Council Member Jackson seconded. Mayor Silvestrini asked for the vote. Council Member Uipi voted yes, Council Member Jackson voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 24-03, Approving a Monetary Contribution of up to \$5,000 to Trails Utah

Council Member Jackson moved to adopt Ordinance 24-03, Approving a Monetary Contribution of up to \$5,000 to Trails Utah. Council Member Catten seconded. The Recorder asked for the vote. Council Member Jackson voted yes, Council Member Catten voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Resolution 24-01, Approving an Interlocal Cooperative Agreement with the Millcreek Community Reinvestment Agency for Sharing of Sales and Use Tax

Mr. Winder said a few months ago the Council approved a development agreement to allow the Porsche dealership. Because of the topography there would need to be a parking two story parking structure built at the property, but this is a development impediment because of the cost of a parking structure. The other taxing entities have voted in support of this agreement. This agreement would share back 25% of sales tax increment back to Porsche and 90% of property tax increment for 20 years. Sales tax projections for Porsche are like those of a large grocery store. There are resolutions to share sales tax, and property tax between the city and the CRA. In the CRA meeting later there will be more resolutions to approve the agreement with the city. Council Member Jackson asked when staff knew this would be a shortfall. Mr. Winder said they have known from day one that there would need to be tax increment sharing because the sight is so narrow. Mr. Winder said the sales tax and property tax numbers are capped. If Porsche meets that number in seven years, then when the cap on increment is done, it is done. If Porsche can store cars in the parking garage, they can dim their lighting and advance goals that the city has made to reduce light pollution. This property is not generating any sales tax numbers now.

Council Member Uipi moved to approve Resolution 24-01 and Resolution 24-02, Approving an Interlocal Cooperative Agreement with the Millcreek Community Reinvestment Agency for Sharing of Sales and Use Tax, and Approving an Interlocal Cooperative Agreement with the Millcreek Community Reinvestment Agency for Sharing of Property Taxes. Council Member Jackson seconded. The Deputy Recorder called for the vote. Council Member Uipi voted yes, Council Member Jackson voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The motion passed unanimously.

4.2 Discussion and Consideration of Resolution 24-02, Approving an Interlocal Cooperative Agreement with the Millcreek Community Reinvestment Agency for Sharing of Property Taxes

4.3 Discussion and Consideration of Resolution 24-03, Approving the Revocable Right of Access Agreement with Rocky Mountain Power, An Unincorporated Division of “PacifiCorp”

Mayor Silvestrini explained this agreement with Rocky Mountain power to allow the Millcreek Arts Council to paint power boxes in certain locations.

Council Member Jackson moved to approve Resolution 24-03, Approving the Revocable Right of Access Agreement with Rocky Mountain Power, An Unincorporated Division of “PacifiCorp”. Council Member Uipi seconded. The Deputy Recorder called for the vote. Council Member Jackson voted yes, Council Member Uipi voted yes, Council Member Catten voted yes, Mayor Silvestrini voted yes. The motion passed unanimously.

4.4 Discussion and Consideration of Resolution 24-04, Approving a Gift from Dr. Hamid Adib

Mayor Silvestrini explained that Dr. Adib is strong supporter of the city and friend to the city despite construction around his business. He was generous enough to have made for City Hall a beautiful rug made in Afghanistan. This is a significant contribution to the city.

Council Member Catten moved to approve Resolution 24-04, Approving a Gift from Dr. Hamid Adib. Council Member Jackson seconded. The Deputy Recorder called for the vote. Council Member Catten voted yes, Council Member Jackson voted yes, Council Member Uipi voted yes, Mayor Silvestrini voted yes. The motion passed unanimously.

5. Reports

5.1 Mayors Report

Mayor Silvestrini thanked the Millcreek Common staff for all the hard work they have done with all the events at the new building. The revenue from the ice ribbon is close to \$200,000 in the last month. This offsets the cost of holding events, maintaining the ice, the equipment, and paying staff. It is not a profit generator.

5.2 City Council Member Reports

Council Member Jackson said there was a productive meeting with state legislators and the Interfaith Council. Council Member Uipi said the East Millcreek Community Council met and is working on their priority list. Residents on Virginia Way would like parking stalls created. Mayor Silvestrini said the Promise Staff continues to work tirelessly to help find housing for residents of Holladay Hills. Promise Staff went door to door in the complex to inform residents of resources to help them find affordable housing. The

United Way will reimburse Millcreek up to \$10,000 to help families with relocation expenses. United Way contributed \$150,000 to the Millcreek Promise Program recently. Mayor Silvestrini said the Wasatch Group may be interested in a few options for Holladay Hills. They have explored buying Holladay Hills and renewing the low-income tax credit or helping the owner renew the low-income tax credit.

5.3 Staff Reports

There were no staff reports.

6. Consent Agenda

6.1 Approval of December 11, 2023, Work Meeting and Regular Meeting Minutes

Council Member Jackson moved to approve the December 11, 2023, Work Meeting and Regular Meeting Minutes. Council Member Catten seconded. Mayor Silvestrini called for the vote. Council Member Jackson voted yes, Council Member Catten voted yes, Council Member Uipi voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

7. New Items for Subsequent Consideration

There were none.

8. Calendar of Upcoming Meetings

- Historic Preservation Commission Mtg., 2/8/24, 6:00 p.m.
- Planning Commission Mtg., 1/17/24, 5:00 p.m.
- City Council Special Meeting 1/18/24 8:00 a.m.
- City Council Mtg, 1/22/24, 7:00 p.m.

9. Closed Session (If Needed)

The Council may convene in a closed session to discuss items as provided by Utah Code Ann. §52-4-205.

10. Adjournment

ADJOURNED: Council Member Uipi moved to adjourn the meeting at 7:51 p.m. Council Member Jackson seconded. Mayor Silvestrini called for the vote. Council Member Uipi voted yes, Council Member Jackson voted yes, Council Member Catten voted yes, and Mayor Silvestrini voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Bev Uipi, Mayor Pro Tempore

Attest: _____
Alex Wendt, Deputy City Recorder