



Planning Commission Meeting
Thursday, February 12, 2015
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

AGENDA

One or more members of the Commission may participate electronically in this meeting.

Regular Session commencing at 6:30 P.M.

1. Pledge of Allegiance.
2. Roll Call.
3. Public Input – Time has been set aside for any person to express ideas, concerns, comments, questions or issues that are not listed on the agenda. Comments are limited to three minutes.
4. Public Hearing and Possible Recommendation: Code Amendments to Section 19.13 (Concept Plan process). Presented by Kimber Gabryszak.
5. Public Hearing and Possible Recommendation: General Plan Amendment for Mixed Lakeshore Land Use Designation. Presented by Kimber Gabryszak.
6. Public Hearing and Possible Recommendation: Master Development Agreement for The Springs located west of Wildflower and Harvest Hills, south of Camp Williams, Western States Ventures, applicant. Presented by Kimber Gabryszak.
7. Public Hearing and Possible Recommendation: Master Development Agreement for Wildflower located at approximately 1 mile west of Redwood Road on SR 73 and West of Harvest Hills, DAI/Nathan Shipp, applicant. Presented by Kimber Gabryszak.
8. Work Session Item: Discussion of the Preliminary Plat and Final Plat for Legacy Farms Village Plan 1, Plats 1A-1E located along Redwood Road and 400 South, DR Horton, applicant. Presented by Kimber Gabryszak.
9. Approval of Minutes:
 1. December 11, 2014.
 2. January 8, 2015.
 3. January 22, 2015.
10. Commission Comments.
11. Director's Report:
 - Council Actions
 - Applications and Approval
 - Upcoming Agendas
 - Other
12. Adjourn.

*Public comments are limited to three minutes. Please limit repetitive comments.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 766-9793 at least one day prior to the meeting.



Planning Commission Staff Report

Code Amendment

19.13.05. Concept Plan Process.

Thursday, February 12, 2015

Public Hearing

Report Date:	Thursday, January 29, 2015
Applicant:	Council Initiated
Previous Meetings:	Code Subcommittee Meetings
Land Use Authority:	City Council
Future Routing:	Public hearing(s) with City Council
Author:	Kimber Gabryszak, Planning Director

A. **Executive Summary:**

To support the goal of streamlining processes, the Code Subcommittee has recommended that the City Council delegate the Concept Plan process to Staff. This was discussed during the City Council retreat and the Council directed staff to initiate this code amendment. The current process requires an informal application review before both the Planning Commission and City Council prior to submittal of an official development application, which lengthens the process considerably.

The amendment is to the following Code section:

- 19.13.05. Concept Plan Process.

Recommendation:

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss the proposed amendments, and vote to forward a positive recommendation to the City Council on the amendments with or without modifications. Alternatives include continuance to a future meeting or a negative recommendation.

B. Background: The City has been working for the last several years to adopt amendments to the Land Development Code to improve transparency, increase consistency, close loopholes, and remove contradictions. In October 2013 the Council appointed a Development Code (Code) Update Subcommittee consisting of two City Councilmembers, one member of the Planning Commission, and City staff as appropriate.

Additionally, the business community, development community, staff, Planning Commission, and City Council have expressed concern over the often lengthy application review process, and have set a goal of streamlining the application review process as the Code is improved. The subcommittee recently discussed and recommended the enclosed Code amendment to support this goal.

C. Specific Request: The proposed amendment is summarized below, with details outlined in Exhibits 1 and 2.

- 19.13.05. Concept Plan Process
 - Remove review by Planning Commission and City Council, except when accompanying a rezone application.
 - Concept plan review by Staff will still be required prior to submittal of any official application. This review will ensure general code compliance and early identification of major red flags.

D. Process: Section 19.17.03 of the Code outlines the process and criteria for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.
Complies. There is no application as this is Staff initiated, and is being presented to the Commission for a recommendation.
2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.
Complies. Please see Sections F and G of this report.
3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.
Complies. Please see Section E of this report. After the Planning Commission recommendation, a public hearing will be scheduled with the City Council.
4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.
Complies. Please see Section E of this report.

E. Community Review: Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required. A public hearing with the City Council will be scheduled and noticed at a later date.

F. General Plan:

Land Use Element

The General Plan has stated goals of responsible growth management, the provision of orderly and efficient development that is compatible with both the natural and built environment, establish a strong community identity in the City of Saratoga Springs, and implement ordinances and guidelines to assure quality of development.

Staff conclusion: consistent

The proposed change help to streamline an often lengthy process, while still ensuring a thorough review by City staff, the Planning Commission, and City Council.

The goals and objectives of the General Plan are not negatively affected by the proposed amendments, community goals will be met, and community identity will be maintained.

G. Code Criteria:

Code amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the Code.

The criteria for an ordinance (Code) change are outlined below, and act as guidance to the Council, and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. See Section F of this report.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The amendments help streamline the process, and do not impact any existing Code standards. The general welfare will be maintained.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
Consistent. The stated purposes of the Code are found in section 19.01.04:
 1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
 - a. encourage and facilitate the orderly growth and expansion of the City;
 - b. secure economy in governmental expenditures;
 - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. enhance the economic well-being of the municipality and its inhabitants;
 - e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
 - f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
 - g. stabilize and conserve property values;

- h. encourage the development of an attractive and beautiful community; and
- i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

The amendment helps to streamline the process, thus ensuring economy in government expenditures by lessening the cost of application review, and maintaining a high standard of review by ensuring existing requirements are still met.

- 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Consistent. *The amendments will better protect the community through more efficient, process and maintenance of high standards.*

H. Recommendation / Options:

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss the proposed amendments, and vote to forward a positive recommendation to the City Council on the amendments with or without modifications, or choose from the alternatives below.

Staff Recommended Motion – Positive Recommendation

The Planning Commission may choose to forward a **positive recommendation** on all or some of the amendments to the Code Sections listed in the motion, as proposed or with modifications:

Motion: “Based upon the evidence and explanations received today, I move to forward a **positive** recommendation to the City Council for the proposed amendments to Section 19.13.05, with the Findings and Conditions below:

Findings:

- 1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference, by supporting the goals and policies of the General Plan.
- 2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference.
- 3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.
- 4. The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

Conditions:

- 1. The amendments shall be edited as directed by the Commission: _____
 - a. _____
 - b. _____
 - c. _____

Alternative A – Continuance

Vote to **continue** all or some of the Code amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision. At the next meeting, items discussed at this meeting in Work Session may be reviewed in a public hearing.

Motion: "I move to continue the amendments to Section 19.13.05 of the Code to the February 26, 2015 meeting, with the following changes to the draft:

Alternative B – Negative Recommendation

Vote to forward a **negative** recommendation to the City Council for all or some of the proposed Code amendments.

Motion: "Based upon the evidence and explanations received today, I move to forward a **negative** recommendation to the City Council for the proposed amendments to Section 19.13.05 of the Code with the Findings below:

Findings

1. The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Commission: _____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Commission: _____
3. _____
4. _____
5. _____

I. Exhibits:

1. 19.13.05 – updated clean copy of amendments (pages 6-7)
2. 19.13.05 – working copy of amendments, changes tracked (pages 8-9)

19.13.05. Concept Plan Process.

1. A Concept Plan application shall be submitted before the filing of an application for subdivision or Site Plan approval unless the subdivision was part of a previous Concept Plan application within the last two years and the application does not significantly deviate from the previous Concept Plan.
2. The Concept Plan review involves an informal review of the plan by the City's Development Review Committee; when accompanying a rezone application, the review also involves an informal review of the plan by the Planning Commission and City Council.
3. The developer shall receive comments from the Development Review Committee, and when accompanying a rezone application, by the Planning Commission and City Council, to guide the developer in the preparation of subsequent applications.
 - a. The Development Review Committee, and Planning Commission and City Council when accompanying a rezone, shall not take any action on the Concept Plan review.
 - b. The comments of the Development Review Committee, and Planning Commission and City Council when accompanying a rezone, shall not be binding, but shall only be used for information in the preparation of the development permit application.
4. The Concept Plan review is intended to provide the developer with an opportunity to receive input on a proposed development prior to incurring the costs associated with further stages of the approval process. This review does not create any vested rights to proceed with development. Developers should anticipate that the City may raise additional issues in further stages not addressed at the Concept Plan stage.
5. The following items shall be submitted with a Concept Plan application:
 - a. A completed application and affidavit, form, and application fee.
 - b. Plat/Parcel Map of the area available at the Utah County Surveyor's Office.
 - c. Legal description of the entire proposed project.
 - d. Proposed changes to existing zone boundaries, if such will be needed.
 - e. Conceptual elevations and floor plans, if available.
 - f. Concept Plan Map: Three full-size 24" x 36" copies of the Concept Plan as required on the application form, drawn to a scale of not more than 1" = 100' and two reductions on 11" x 17" paper, showing the following:
 - i. Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use.
 - ii. Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known.
 - iii. Locations and widths of existing and proposed streets and right-of-ways.
 - iv. Road centerline data including bearing, distance, and curve radius.
 - v. Configuration of proposed lots with minimum and average lot sizes.
 - vi. Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities.

- vii. Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space.
- viii. Total acreage of the entire tract proposed for subdivision.
 - ix. General topography shown with 1' or 2' contours and slope arrows with labels.
 - x. North arrow, scale, and date of drawing.
 - xi. Property boundary with dimensions.
 - xii. Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre.
 - xiii. Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities.
 - xiv. Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project.
- g. A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area.
- h. File of all submitted plans in pdf format.

(Ord. 14-23)

19.13.05. Concept Plan Process.

1. A Concept Plan application shall be submitted before the filing of an application for subdivision or Site Plan approval unless the subdivision was part of a previous Concept Plan application within the last two years and the application does not significantly deviate from the previous Concept Plan.
2. The Concept Plan review involves an informal review of the plan by the City's Development Review Committee; ~~when accompanying a rezone application, the review also involves~~ and an informal review of the plan by the Planning Commission and City Council.
3. The developer shall receive comments from the Development Review Committee, ~~and when accompanying a rezone application, by the~~ Planning Commission; ~~and~~ City Council, to guide the developer in the preparation of subsequent applications.
 - a. ~~The~~ Development Review Committee, ~~and~~ Planning Commission; ~~and~~ City Council ~~when accompanying a rezone~~, shall not take any action on the Concept Plan review.
 - b. The ~~comments of the~~ Development Review Committee, ~~and~~ Planning Commission; ~~and~~ City Council ~~when accompanying a rezone~~, ~~comments~~ shall not be binding, but shall only be used for information in the preparation of the development permit application.
4. The Concept Plan review is intended to provide the developer with an opportunity to receive input on a proposed development prior to incurring the costs associated with further stages of the approval process. This review does not create any vested rights to proceed with development. Developers should anticipate that the City may raise additional issues in further stages not addressed at the Concept Plan stage.
5. The following items shall be submitted ~~for with~~ a Concept Plan ~~review~~ application:
 - a. A completed application and affidavit, form, and application fee.
 - b. Plat/Parcel Map of the area available at the Utah County Surveyor's Office.
 - c. Legal description of the entire proposed project.
 - d. Proposed changes to existing zone boundaries, if such will be needed.
 - e. Conceptual elevations and floor plans, if available.
 - f. Concept Plan Map: Three full-size 24" x 36" copies of the Concept Plan as required on the application form, drawn to a scale of not more than 1" = 100' and two reductions on 11" x 17" paper, showing the following:
 - i. Proposed name of subdivision, cleared with the County Recorder to ensure the name is not already in use.
 - ii. Name of property if no subdivision name has been chosen. This is commonly the name in which the property is locally known.
 - iii. Locations and widths of existing and proposed streets and right-of-ways.
 - iv. Road centerline data including bearing, distance, and curve radius.
 - v. Configuration of proposed lots with minimum and average lot sizes.
 - vi. Approximate locations, dimensions, and area of all parcels of land proposed to be set aside for park or playground use or other public use, including acreages, locations, and percentages of each and conceptual plan of proposed recreational amenities.

- vii. Those portions of property that qualify as sensitive lands per Section 19.02.02., including acreages, locations, types, and percentages of total project area and of open space.
- viii. Total acreage of the entire tract proposed for subdivision.
 - ix. General topography shown with 1' or 2' contours and slope arrows with labels.
 - x. North arrow, scale, and date of drawing.
 - xi. Property boundary with dimensions.
 - xii. Data table including total number of lots, dwellings, and buildings, square footage of proposed buildings by floor, number of proposed garage parking spaces, number of proposed surface parking spaces, number of required and proposed ADA compliant parking spaces, percentage of buildable land, percentage and amount of open space or landscaping, and net density of dwellings by acre.
 - xiii. Existing conditions and features within and adjacent to the project area including roads, structures, drainages, wells, septic systems, buildings, and utilities.
 - xiv. Conceptual utility schematic with existing and proposed utility alignments and sizes sufficient to show how property will be served including drainage, sewer, culinary and secondary water connections and any other existing or proposed utilities needed to service the proposed development or that will need to be removed or relocated as part of the project.
- g. A schematic drawing of the proposed project that depicts the existing proposed transportation corridors within two miles, and the general relationship of the proposed project to the Transportation and Land Use Element of the General Plan and the surrounding area.
- h. File of all submitted plans in pdf format.

(Ord. 14-23)



Planning Commission Staff Report

General Plan Amendment Mixed Lakeshore Land Use Designation Thursday, February 12, 2015 Public Hearing

Report Date:	Thursday, February 5, 2015
Applicant:	City Council Initiated
Previous Meetings:	None
Land Use Authority:	City Council
Future Routing:	Public hearing(s) with City Council
Author:	Kimber Gabryszak, Planning Director

A. **Executive Summary:**

The Mixed Lakeshore Land Use Designation (ML Designation) has the purpose of encouraging development that takes advantage of its proximity to Utah Lake, and that creates places of benefit to the entire City by providing beach access, small shops and restaurants, recreational equipment rentals, and so on. The ML Designation anticipates that property will be zoned to the Mixed Lakeshore Zone (ML Zone) but also permits the City to allow zones appropriate for the Low Density Residential Land Use Designation. Most properties in the ML Designation to develop have to date requested only residential zones, and have not pursued the ML Zone.

To avoid the loss of ML Designated property to residential-only development, the proposed amendment removes Low Density Residential zones from consideration in the ML Designation.

Recommendation:

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss the proposed amendment, and vote to forward a positive recommendation to the City Council on the amendment with or without modifications. Alternatives include continuance to a future meeting or a negative recommendation.

B. Background: As a result of recent development applications in the ML Designation proposing only residential development without lake access or recreational opportunities benefiting the City, the City Council has recommended that the ML Designation be modified to limit the loss of lakefront opportunities in the future.

C. Specific Request: The proposed amendments are summarized below, with details outlined in Exhibit 1:

- Reword to clarify that Low Density Residential, Medium Density Residential, and Neighborhood Commercial are permitted uses within the ML zone, but only as part of a ML development and not as standalone zones or developments.

D. Process: Section 19.17.03 of the Code outlines the process and criteria for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.
Complies. There is no application as this is Staff initiated, and is being presented to the Commission for a recommendation.
2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.
Complies. Please see Sections F and G of this report.
3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.
Complies. Please see Section E of this report. After the Planning Commission recommendation, a public hearing will be scheduled with the City Council.
4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.
Complies. Please see Section E of this report.

E. Community Review: Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required. A public hearing with the City Council will be scheduled and noticed at a later date.

F. General Plan:

Land Use Element

The General Plan has the vision for a balanced mix of residential and commercial land uses, while taking advantage of the City's proximity to Utah Lake, and maintaining the residential character of the overall community. The Mixed Lakeshore designation identified key locations around Utah Lake, which could be utilized to give the community recreational and scenic opportunities.

The current language reads as follows:

h. **Mixed Lakeshore.** The Mixed Lakeshore designation guides development patterns at key locations along the Utah Lake shoreline. This designation accommodates a wide range of land-uses so long as those land-uses are combined and arranged to create destination-oriented developments that take full advantage of the scenic and recreational opportunities that their lakeshore locations provide. Appropriate mixtures of land-uses would include retail, residential, and/or resort properties. Low Density Residential, Medium Density Residential and Neighborhood Commercial land uses would be considered appropriate for this land use designation. A mix of 80% residential and

20% commercial use in the Mixed Lakeshore designation is the goal. The City will review each proposal on an individual basis to determine an acceptable ratio for the residential and commercial components.

Given the broad range of land-uses that will be included in this area, a sense of consistency, place and arrival will be established with the integration of stylized architecture and proper site design. Developments in the Mixed Lakeshore area will be required to maintain and enhance public access to the lakeshore and associated facilities (trails, beaches, boardwalks).

Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 3 equivalent residential units (ERU's).

It appears that the intent was to permit different residential densities as part of a ML development, however the wording has to date permitted developments that are not of ML nature. Currently, the market in the southern portion of the City where the ML Designation exists supports residential development more than commercial and mixed use. As a result, the unintended consequence of the inclusion of Low Density Residential, Medium Density Residential, and Neighborhood Commercial as permitted categories is that developers have only pursued residential development.

The proposed edits are attached as Exhibit 2, and seek to clarify that a variety of residential uses are permitted *as part of* a ML development and not as stand-alone developments.

Staff conclusion: consistent

By clarifying the types of uses permitted in the ML Designation, the proposed changes support the overall vision of the General Plan to provide recreational opportunities, take advantage of the City's proximity to Utah Lake, and maintain the residential character of the community.

The goals and objectives of the General Plan are not negatively affected by the proposed amendments, community goals will be met, and community identity will be maintained.

G. Code Criteria:

General Plan amendments are a legislative decision; therefore the City Council has significant discretion when considering changes to the General Plan.

The criteria for a General Plan amendment are outlined below, and act as guidance to the Council, and to the Commission in making a recommendation. Note that the criteria are not binding.

19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. See Section F of this report.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The amendment will help ensure that the public will benefit in the future by developments that provide scenic and recreational opportunities stemming from Utah Lake, and that those opportunities are not lost through other types of development.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
Consistent. The stated purposes of the Code are found in section 19.01.04:
 1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
 - a. encourage and facilitate the orderly growth and expansion of the City;
 - b. secure economy in governmental expenditures;
 - c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. enhance the economic well-being of the municipality and its inhabitants;
 - e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
 - f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
 - g. stabilize and conserve property values;
 - h. encourage the development of an attractive and beautiful community; and
 - i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

The amendment encourages orderly growth in locations adjacent to Utah lake, contributes to happy living of the City's inhabitants, encourages the development of an attractive and beautiful community, and promotes development of the City in accordance with the overall General Plan goals.

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Consistent. The amendment will better serve the community by helping ensure adequate lake access and recreational opportunities into the future.

H. Recommendation / Options:

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss the proposed amendments, and vote to forward a positive recommendation to the City Council on the amendments with or without modifications, or choose from the alternatives below.

Staff Recommended Motion – Positive Recommendation

The Planning Commission may choose to forward a **positive recommendation** on all or some of the amendments to the General Plan, as proposed or with modifications:

Motion: “Based upon the evidence and explanations received today, I move to forward a **positive** recommendation to the City Council for the proposed amendments to The Mixed Lakeshore Designation as outlined in Exhibit 2, with the Findings and Conditions below:

Findings:

1. The amendments are consistent with Section 19.17.04.1, General Plan, as outlined in Sections F and G of this report and incorporated herein by reference.
2. The amendments are consistent with Section 19.17.04.2 as outlined in Section G of this report and incorporated herein by reference.
3. The amendments are consistent with Section 19.17.04.3 as outlined in Section G of this report and incorporated herein by reference.
4. The amendments are consistent with Section 19.17.04.4 as outlined in Section G of this report, and incorporated herein by reference.

Conditions:

1. The amendments shall be edited as directed by the Commission: _____
 - a. _____
 - b. _____
 - c. _____

Alternative A – Continuance

Vote to **continue** all or some of the General Plan amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision.

Motion: “I move to continue the amendments to the Mixed Lakeshore Designation to the February 26, 2015 meeting, with the following changes to the draft:

Alternative B – Negative Recommendation

Vote to forward a **negative** recommendation to the City Council for all or some of the proposed

General Plan amendments.

Motion: “Based upon the evidence and explanations received today, I move to forward a **negative** recommendation to the City Council for the proposed amendments to the Mixed Lakeshore Designation of the General Plan, as outlined in Exhibit 2, with the Findings below:

Findings

1. The amendments do not comply with Section 19.17.04(1), General Plan, as articulated by the Commission: _____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Commission: _____
3. _____
4. _____
5. _____

I. Exhibits:

1. Current ML Designation Language (page 6)
2. Proposed Amendments to ML Designation (page 7)

EXISTING LANGUAGE

- h. **Mixed Lakeshore.** The Mixed Lakeshore designation guides development patterns at key locations along the Utah Lake shoreline. This designation accommodates a wide range of land-uses so long as those land-uses are combined and arranged to create destination-oriented development that take full advantage of the scenic and recreational opportunities that their lakeshore locations provide. Appropriate mixtures of land-uses would include retail, residential, and/or resort properties. Low Density Residential, Medium Density Residential, and Neighborhood Commercial land uses would be considered appropriate for this land use designation. A mix of 80% residential and 20% commercial use in the Mixed Lakeshore designation is the goal. The City will review each proposal on an individual basis to determine an acceptable ratio for the residential and commercial components.

Given the broad range of land-uses that will be included in this area, a sense of consistency, place and arrival will be established with the integration of stylized architecture and proper site design. Developments in the Mixed Lakeshore area will be required to maintain and enhance public access to the lakeshore and associated facilities (trails, beaches, boardwalks).

Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 3 equivalent residential units (ERU's).

PROPOSED AMENDMENTS:

h. **Mixed Lakeshore.** The Mixed Lakeshore designation guides development patterns at key locations along the Utah Lake shoreline. This designation accommodates a wide range of land-uses so long as those land-uses are combined and arranged to create destination-oriented development that takes full advantage of the scenic and recreational opportunities that the lakeshore locations provide.

Appropriate mixtures of land-uses would include retail, residential, and/or resort properties. Low Density Residential, Medium Density Residential, and Neighborhood Commercial land uses would be considered appropriate for this land use designation, only as part of Mixed Lakeshore developments and not as stand-alone developments. A mix of 80% residential and 20% commercial use in the Mixed Lakeshore designation is the goal. The City will review each proposal on an individual basis to determine an acceptable ratio for the residential and commercial components.

Given the broad range of land-uses that will be included in this area, a sense of consistency, place and arrival will be established with the integration of stylized architecture and proper site design. Developments in the Mixed Lakeshore area will be required to maintain and enhance public access to the lakeshore and associated facilities (trails, trailheads, beaches, boardwalks, and similar amenities).

Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. In this land use designation, it is estimated that a typical acre of land may contain 36 equivalent residential units (ERU's).



**The Springs Master Development Agreement
Thursday, February 12, 2015
Public Hearing**

Report Date:	Thursday, February 3, 2015
Applicant:	Nate Brockbank
Owner:	Western States Ventures, LLC
Location:	1800 N. 1000 West (west of Harvest Hills and south of Camp Williams)
Major Street Access:	State Road 73, 800 West; in the future: Mountain View Corridor
Parcel Number(s) & Size:	58:022:0105, 52.458 acres; 58:022:0074, 41.107 acres 58:022:0104, 122.826 acres; 58:022:0208, 259.346 acres Total: approx. 475.737 acres
Parcel Zoning:	None
Adjacent Zoning:	R-3, pending PC
Current Use of Parcel:	Vacant, Ag
Adjacent Uses:	Vacant, pending Residential
Previous Meetings:	City Council Annexation Petition Acceptance: 12/2/2015 City Council Pre-Annexation Agreement: 12/9/2015 Planning Commission Work Session: 1/22/2015 City Council Work Session: 2/3/2015
Previous Approvals:	None
Land Use Authority:	Council
Type of Action:	Legislative
Future Routing:	City Council
Author:	Kimber Gabryszak, AICP

A. Executive Summary:

The applicant is requesting approval of a Master Development Agreement (MDA) to accompany the annexation petition for the Springs Development. The MDA will identify and codify maximum densities, zones, open space, development requirements, infrastructure, and other aspects of the development.

Recommendation:

Staff recommends that the Planning Commission hold a public hearing, take public comment, review the proposal, and choose from the options in Section H of this report. Options include a positive recommendation as presented or with modifications, or a negative recommendation.

B. Background:

In September 2013, the Interpace Annexation application was submitted. After initial review, it was determined that the application was incomplete and it was returned to the applicants for modification. After numerous meetings between Staff and the applicants concerning required information and revisions, a revised application was submitted on November 24, 2014.

The application has been renamed “The Springs” and proposes the annexation of 596.72 acres of property within the northwest portion of the City’s annexation declaration area. 479.112 acres are owned by Western States Ventures, LLC; ~117.6 acres contain high-voltage transmission lines and are owned by Utah Power and Light; remaining parcels are owned by JD V and JD VII (HADCO), and the United States of America. The MDA and concept plan are specific to the Western States Ventures properties. Proposed zoning for the remaining property is Agricultural, or possibly Industrial in some cases.

Planning Commission Work Session

The Planning Commission held a work session on January 22, 2015, and gave the following feedback to the applicant on the concept plan:

- Blasting buffer request: look into legality, and research how mining impacts decision with change in zoning.
- Ensure that open space is provided within higher-density development, not just outside.
- Provide percentage of Open Space that is Sensitive Lands. (~40 acres out of ~110 = ~36%)
- Recommend the Industrial Zone for HADCO property.
- Ask Eagle Mountain how a 2000’ buffer applied to HADCO and future phases that are approved.
- Require plat notes to notify buyers that homes are located near mining blasting and base ordinance.
- Ensure that water is provided appropriately to protect pressure zones throughout city.
- Explore height options, not just 40’ but possibly keep at 35’ and spread out a bit (Applicant: likely to keep height at 35’. Will verify later.)

City Council Work Session

The City Council held a work session on February 3, 2015, and gave the following feedback:

- Encouraged consideration of commercial or light industrial instead of housing in eastern portion currently designated as R-14, and / or for the R-18 and R-14 adjacent to Eagle Mountain’s industrial property
- Expressed lack of support for requiring a blast buffer zone, and encouraged HADCO to take on responsibility instead of requiring a buffer
- Required clean up of typos and inconsistencies between numbers and zones
- Required “ERUs” to be used throughout documents instead of “units”
- Expressed general support of proposal and asked to ensure that open space is provided in each development rather than all credit coming from community open space

C. Specific Request:

When property is annexed into the City, the property must be accompanied by a master plan and be zoned appropriately. The City Council legislatively determines what the appropriate zone should be. The proposal includes a request for the following the zone designations and units:

Zone	Acres	Units	Avg. Units per Acre
R-18	14.7	265	18.00
R-14:	77.5	675.6	8.72
R-10:	52.01	260	5.00
R-6:	56.4	243	4.30
R-5:	29	96	3.30
R-3:	57.22	150	2.63
R-2:	46.23	81	1.75
A:	109.57	0	n/a
Roads:	36.49	0	n/a
Totals:	479.11	1770	n/a

In most zone districts, the amount of density requested is below the maximum permitted in that zone. The applicants have requested these higher zone districts in order to provide flexibility in terms of lot size, setbacks, height, frontages and lot widths, and other Code requirements. Additionally, regardless of the maximum density permitted in each zone, the project is still limited to the 1799-2200 limit approved in the pre-annexation agreement.

- D. Process:** Section 19.13.08 of the Code outlines the process for a Master Development Agreement, which includes a public hearing and recommendation by the Planning Commission and final action by the City Council. The hearing before the Council has been scheduled for March 3, 2015, and will be held concurrently with the public hearing for the Annexation and Rezone.

Note that the specific language of the MDA is still in draft format, and will likely undergo significant revision. The Planning Commission is weighing in specifically on the land-use aspects of the MDA, including zoning, density, unit type, and so forth. The legality and specifics of the MDA will be addressed and finalized by legal staff and the City Council; however, any input on the text by the Commission will also be forwarded to the Council.

- E. Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, no public input specific to the MDA has been received.

F. General Plan:

Land Use Designation: the Future Land Use Map of the General Plan has identified this property as Low Density Residential. As part of the Annexation, the applicants are requesting an amendment to change a portion of the property to the Medium Density Residential and High Density Residential designations, leaving some of the property as Low Density Residential.

Staff analysis: the MDA is consistent with the General Plan if the Council approves an amendment along with the Annexation and Rezone.

Proposition 6: Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. In this category type (multi-family attached, 2 or more stories) the limit is no more than 7% of all units in the City. Based upon an analysis of the existing approved units in the City, this 7% limit has already been exceeded.

The proposal includes development intended for multi-family development with a density ranging from 6-18 units per acre. The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the MDA, however townhomes and stacked units are expected in order to achieve the proposed densities. Multi-story townhomes and stacked units (aka condos or apartments) would fall into the category of “multi-family attached, 2 or more stories.”

While the limit in the General Plan for these unit types has been exceeded, the Council may consider permitting them, in this case, for several reasons:

- The MDA codifies an application that is subject to a pre-annexation agreement to remove this site from consideration for the prison relocation.
- The General Plan is advisory, and with a finding of good cause, the Council may choose to approve a development that is not fully consistent with the General Plan. Such good cause could be the removal of the property from consideration for the prison relocation. Additional good cause

could be the acquisition of acreage into Saratoga Springs that could have been annexed into another community with similar densities.

Staff analysis: consistent. The Council has found that the removal of the property from consideration for the prison is of public benefit, therefore, the proposal is generally consistent with the General Plan.

G. Code Criteria:

19.04, Land Use Zones - pending

- The applicant proposes use of existing City zones and standards, and does not propose the use of the PC zone in which they could create separate standards.
- Minimum lot size, frontage, width, depth, coverage – will be reviewed on a plat-by-plat basis for compliance with the individual zone district.
- Density – limited to a total of 1799-2200 units per the pre-annexation agreement. The MDA proposed 1770 Equivalent Residential Units (ERUs) ranging from less than 2 ERUs per acre in the R-2 zone, to a pocket of apartments at 18 ERUs per acre. Some of the ERUs may be converted into institutional uses such as schools and churches, reducing the overall number of residential units in the development.
- Setbacks / yard / height – will be reviewed on a plat-by-plat basis for compliance with the individual zone district.
- Open Space / Sensitive Lands – proposing large swaths of land totaling 23% throughout the development for protected open space. Additional open space will be provided within each multi-family development, with credit received for community open space outside of the plat.

19.06, Landscaping and Fencing – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

19.09, Off Street Parking – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

19.11, Lighting – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

19.14, Site Plan – **Pending**

- Will be reviewed for compliance at time of Site Plan submittal

19.14.04, Urban Design Committee – **Pending**

- Will be reviewed for compliance at time of Site Plan submittal

19.18, Signs – **Pending**

- Will be reviewed for compliance at time of Preliminary Plat, Final Plat, or Site Plan submittal

Staff analysis: code criteria will be met by the proposal, and verified when detailed plans are submitted at a later date.

H. Recommendation and Alternatives:

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss any public input received, and unless the public brings to light issues which would change the recommendation, make the following motion:

“I move to forward a **positive recommendation** to the City Council for The Springs MDA with the Findings and Conditions below:”

Findings:

1. The proposal is consistent with the pre-annexation agreement contained in Exhibit 3.
2. The MDA complies with Land Development Code articulated in Section G of the Staff report, which Section is incorporated herein by reference.
3. With conditions, the MDA is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

Conditions:

1. All requirements of the City Engineer, as outlined in but not limited to Exhibit 2, shall be met.
 2. The MDA shall not be approved by the City Council unless the Annexation, General Plan Amendment, and Rezones are approved.
 3. The MDA shall be edited to accurately reflect City policies and standards per Staff and applicant discussions.
 4. The MDA shall require disclosures regarding the proximity to Camp Williams and ongoing military training operations that include noise and vibration impacts.
 5. Any other conditions or modifications added by the Planning Commission:
-

Alternatives

Alternative Motion

“Based on the analysis of the Planning Commission and information received from the public, I move to forward a **negative recommendation** to the City Council for The Springs MDA. Specifically, I find the application does not meet the following requirements of the Code:

I. Exhibits:

- | | |
|-----------------------------|----------------|
| 1. Location Map | (page 6) |
| 2. Pre-annexation Agreement | (pages 7-9) |
| 3. Concept Plan | (page 10) |
| 4. Context Map | (page 11) |
| 5. Proposed Zoning | (page 12) |
| 6. Park Concept | (page 13) |
| 7. Site Summary | (pages 14-15) |
| 8. Draft MDA | (pages 16-end) |

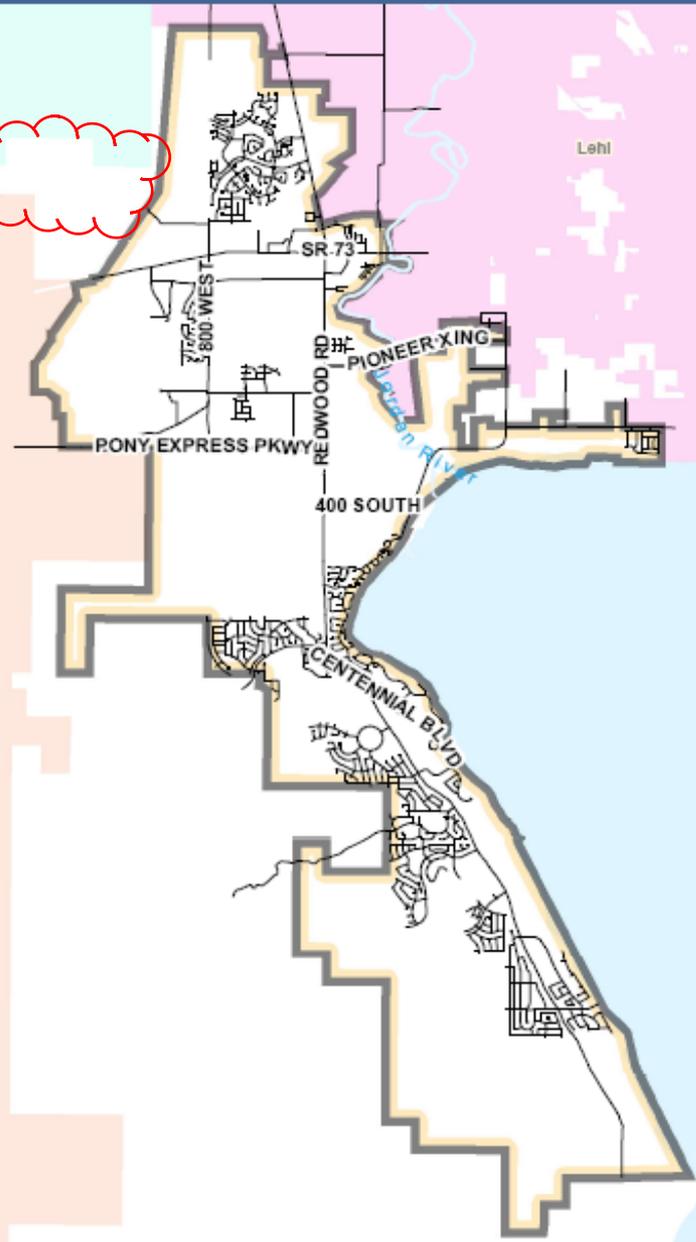
Exhibit 1
Location



Camp
Williams

Lehi

Eagle
Mountain



Utah Lake



PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

December 9, 2014

Western States Ventures, LLC (“Western States”) and the City of Saratoga Springs (“Saratoga Springs”) hereby enter into this Pre-Annexation and Development Agreement (“Agreement”) as more fully specified below.

RECITALS

WHEREAS, Western States owns approximately 480 acres of property (“Property”) located west of Saratoga Springs that is currently under the jurisdiction of Utah County;

WHEREAS, a legal description of the Property is attached hereto and incorporated by reference as Exhibit “A”;

WHEREAS, the Utah Prison Relocation Committee has recently identified the Property as one of the top potential sites for the relocation of the Utah State Prison;

WHEREAS, Saratoga Springs does not think that the Property is appropriate for being the site of a prison in light of the growing residential nature of the area and the potential to develop the Property in a manner that would be much more beneficial to Saratoga Springs and its residents;

WHEREAS, Western States, to assist the City in opposing the prison relocation, has worked diligently and in good faith with the professional staff of Saratoga Springs and filed a Petition to annex the Property into Saratoga Springs;

WHEREAS, Western States and Saratoga Springs’ professional staff also began work on the design of a master-planned community development project for the Property, to be known as “The Springs”, to be memorialized in an Annexation and Development Agreement;

WHEREAS, Saratoga Springs has expressed a willingness to use its governmental powers and to coordinate the development of the project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act and other applicable codes;

WHEREAS, while it is too early in the planning process to have prepared a concept plan for The Springs, the general concept for the development envisions a broad mix of various residential unit types with the potential for some other use types such as retail, commercial and office as well as mixed-use structures encompassing between about 1,799 and 2,000 equivalent residential units;

WHEREAS, on December 2, 2014 the City Council accepted the Petition for annexation for further consideration and Saratoga Springs is now processing that Petition;

WHEREAS, Western States and Saratoga Springs anticipate that the annexation will be approved by Saratoga Springs and the Annexation and Development Agreement executed both by mid-January, 2015;

WHEREAS, Western States has not entered into binding agreements with the Prison Relocation Commission or other entity concerning the prison relocation;

WHEREAS, Saratoga Springs has asked Western States to take appropriate steps to inform the Prison Relocation Commission that the Property should no longer be considered in any way as a location for the possible prison and, subsequent to execution of this Agreement, formally and permanently withdraw its application from the State of Utah;

WHEREAS, Western States is willing to take such steps based on assurances from Saratoga Springs, including the entry into this Agreement, that Saratoga Springs will fairly and promptly annex the Property, process the approval of The Springs by entering into an Annexation and Development Agreement and work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act and other applicable codes; and

WHEREAS, the City Council of Saratoga Springs considered this Agreement at a public meeting on December 9, 2014 and voted unanimously to each execute and enter into this Agreement along with the Mayor Miller on behalf of Saratoga Springs and take all of the steps necessary to implement this Agreement.

Now, therefore, in consideration of the foregoing Recitals, the following mutual promises and other good and valuable consideration Western States and Saratoga Springs agree to the following:

TERMS

1. Western States will, on December 10, 2014, formally and permanently withdraw its application with the State of Utah by sending the Prison Relocation Commission a written letter (or other sufficient notice) that Western States is permanently withdrawing the Property from further consideration as a potential site for the Prison.
2. Saratoga Springs will promptly process the Petition for annexation and annex the Property into Saratoga Springs as quickly as possible.
3. Saratoga Springs and Western States will work both cooperatively and as quickly as possible to create and approve a Master Plan for the future development of The Springs with a broad mix of various residential unit types and with the potential for some other use types such as retail, commercial and office as well as mixed-use structures encompassing between about 1,799 and 2,000 equivalent residential units, enter into an Annexation and Development Agreement providing, among other things, for the vested rights of Western States to develop

The Springs according to the approved Master Plan with the uses discussed above and the Annexation and Development Agreement and work cooperatively with Western States using the powers of Saratoga Springs to coordinate the development of the project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act and other applicable codes.

4. Western States and Saratoga Springs intend to complete the annexation and enter into the Annexation and Development Agreement by January 31, 2015.

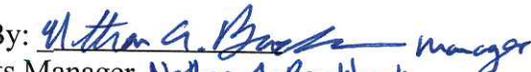
5. The recitals above are incorporated herein by this reference.

Dated this 9th day of December, 2014

City of Saratoga Springs

Western States Ventures, LLC

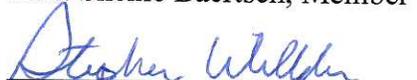
By: 
Hon. Jim Miller, Mayor

By:  manager
Its Manager Nathan A. Brockbank

CITY COUNCIL


Hon. Michael McOmber, Member


Hon. Shellie Baertsch, Member


Hon. Stephen Willden, Member


Hon. Rebecca Call, Member


Hon. Bud Poduska, Member

ATTEST:


City Recorder (or Deputy)



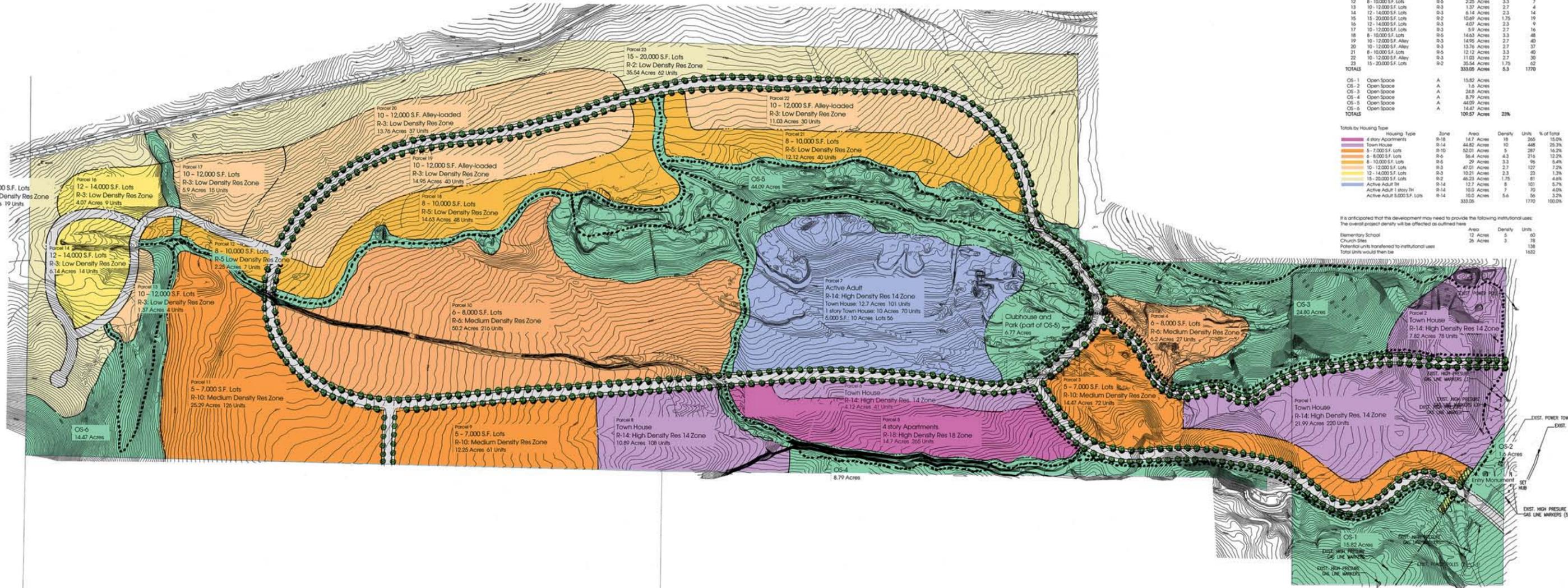
Exhibit 3
Concept Plan

The Springs Site Summary, Saratoga Springs, Utah, Western States Ventures.

Parcel	Housing Type	Zone	Area	Density	Units
1	Town House	R-14	21.99 Acres	10	220
2	Town House	R-14	7.82 Acres	10	78
3	5 - 7,000 S.F. Lots	R-10	14.47 Acres	5	72
4	5 - 8,000 S.F. Lots	R-6	6.2 Acres	4.3	27
5	4-story Apartments	R-18	14.7 Acres	18	265
6	Town House	R-14	4.12 Acres	10	41
7	Active Adult	R-14	12.7 Acres	8	101
8	Town House	R-14	10.89 Acres	10	109
9	5 - 7,000 S.F. Lots	R-10	12.25 Acres	5	61
10	5 - 7,000 S.F. Lots	R-6	50.2 Acres	4.3	216
11	5 - 7,000 S.F. Lots	R-10	25.29 Acres	5	126
12	8 - 10,000 S.F. Lots	R-5	2.25 Acres	3.3	7
13	10 - 12,000 S.F. Lots	R-3	1.37 Acres	2.7	4
14	12 - 14,000 S.F. Lots	R-3	6.14 Acres	2.3	14
15	15 - 20,000 S.F. Lots	R-2	10.69 Acres	1.75	19
16	12 - 14,000 S.F. Lots	R-3	4.07 Acres	2.3	9
17	10 - 12,000 S.F. Lots	R-3	5.9 Acres	2.7	16
18	8 - 10,000 S.F. Lots	R-5	14.63 Acres	3.3	48
19	10 - 12,000 S.F. Alley	R-3	14.95 Acres	2.7	40
20	10 - 12,000 S.F. Alley	R-3	13.76 Acres	2.7	37
21	8 - 10,000 S.F. Lots	R-5	12.12 Acres	3.3	40
22	10 - 12,000 S.F. Alley	R-3	11.03 Acres	2.7	30
23	15 - 20,000 S.F. Lots	R-2	35.54 Acres	1.75	62
TOTALS			333.06 Acres	5.3	1770

OS	Open Space	Area	Density	Units
OS-1	Open Space	15.82 Acres		
OS-2	Open Space	1.8 Acres		
OS-3	Open Space	24.80 Acres		
OS-4	Open Space	8.79 Acres		
OS-5	Open Space	44.09 Acres		
OS-6	Open Space	14.47 Acres		
TOTALS		109.57 Acres		22%

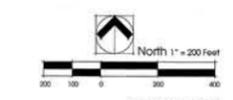
Totals by Housing Type	Housing Type	Zone	Area	Density	Units	% of Total
4-story Apartments	R-18	14.7 Acres	18	265	15.0%	
Town House	R-14	44.82 Acres	10	448	25.3%	
5 - 7,000 S.F. Lots	R-10	50.21 Acres	5	257	16.2%	
5 - 8,000 S.F. Lots	R-6	64.4 Acres	4.3	216	12.2%	
8 - 10,000 S.F. Lots	R-5	29 Acres	3.3	96	5.4%	
10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127	7.2%	
12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23	1.3%	
15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81	4.6%	
Active Adult 5 story TH	R-14	12.7 Acres	8	101	5.7%	
Active Adult 1 story TH	R-14	10.0 Acres	7	70	4.0%	
Active Adult 5,000 S.F. Lots	R-14	33.0 Acres	5.6	56	3.2%	
TOTALS		333.06		1770	100.0%	



If it is anticipated that this development may need to provide the following institutional uses:
 The overall project density will be affected as outlined here:

Elementary School	Area	Density	Units
Church Sites	12 Acres	5	60
Potential units transferred to institutional uses	25 Acres	3	75
Total units would then be			1632

THIS PLAN represents a Conceptual Design only and is subject to changes prior to the preparation of Final Plans.

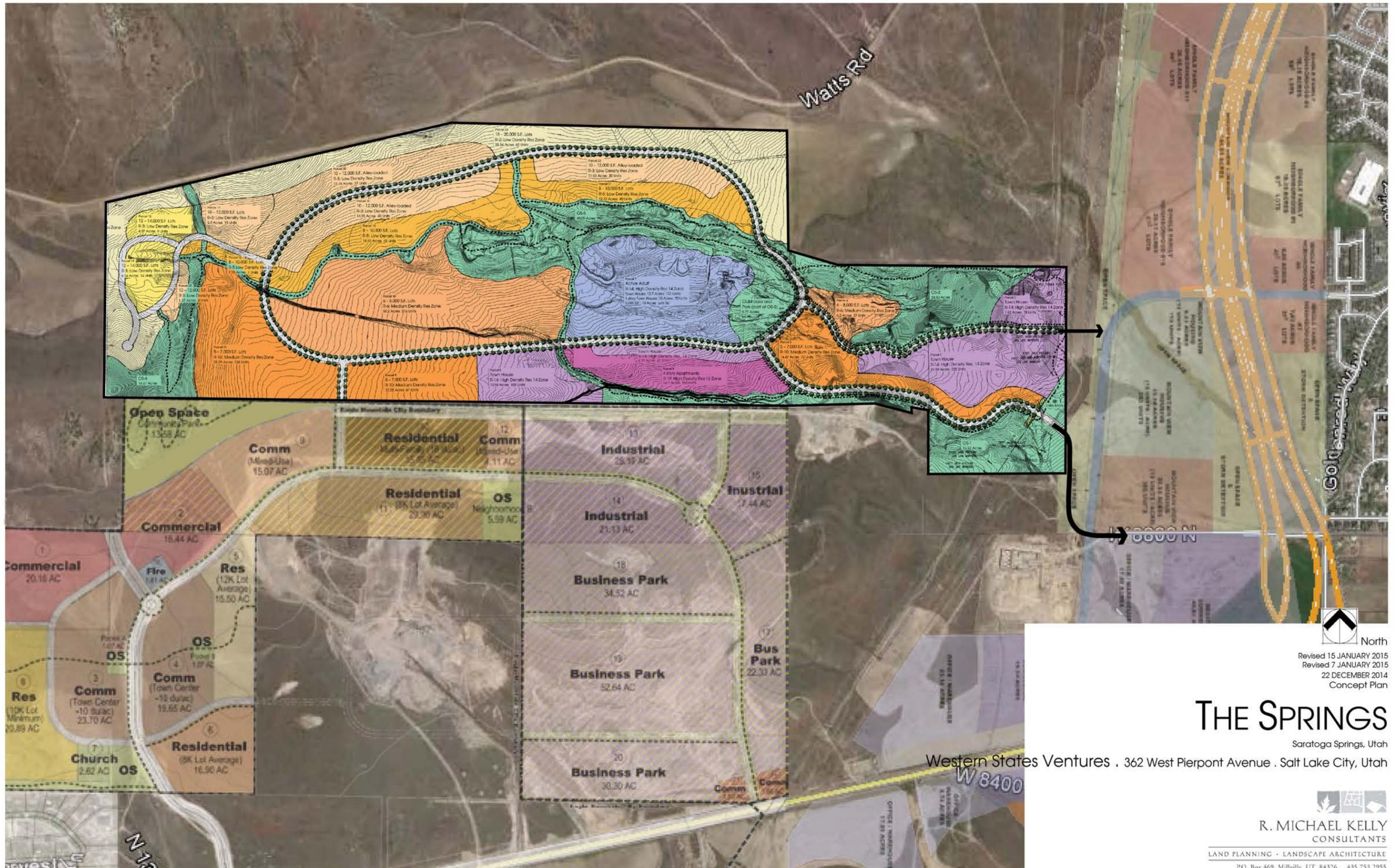


Revised 06 JANUARY 2015
02 JANUARY 2015
Concept Plan

THE SPRINGS
Saratoga Springs, Utah

Western States Ventures . 362 West Pierpont Avenue . Salt Lake City, Utah

R. MICHAEL KELLY
CONSULTANTS
LANDSCAPE ARCHITECTURE
P.O. Box 440, Northville, UT 84038 435.753.2951



North
 Revised 15 JANUARY 2015
 Revised 7 JANUARY 2015
 22 DECEMBER 2014
 Concept Plan

THE SPRINGS

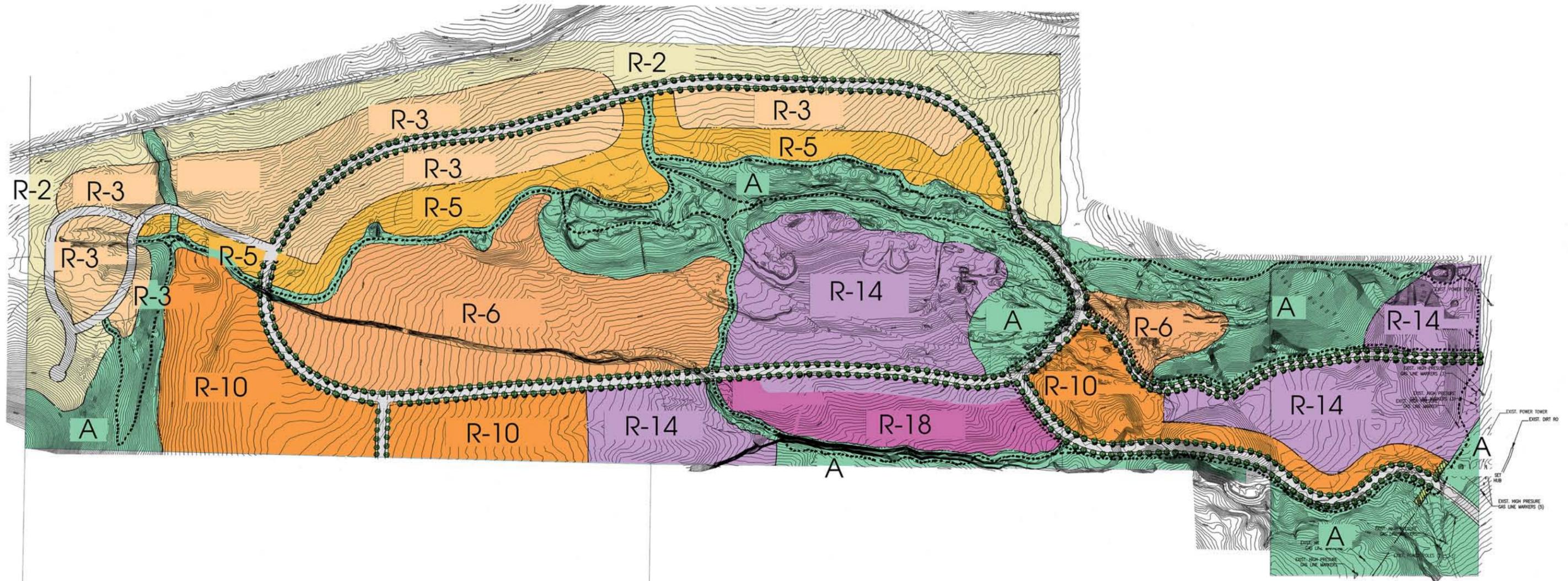
Saratoga Springs, Utah

Western States Ventures , 362 West Pierpont Avenue . Salt Lake City, Utah

R. MICHAEL KELLY
 CONSULTANTS

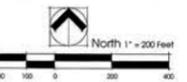
LAND PLANNING · LANDSCAPE ARCHITECTURE

P.O. Box 469, Millville, UT 84326 435.753.2955



THIS PLAN represents a Conceptual Design only and is subject to changes prior to the preparation of Final Plans.

EXIST. POWER TOWER
EXIST. DIRT RD
EXIST. HIGH PRESSURE GAS LINE MARKERS (S)
EXIST. HIGH PRESSURE GAS LINE MARKERS (N)
EXIST. HIGH PRESSURE GAS LINE MARKERS (E)
EXIST. HIGH PRESSURE GAS LINE MARKERS (W)
EXIST. POWER POLES



Revised 06 JANUARY 2015
02 JANUARY 2015
PROPOSED ZONING

THE SPRINGS

Saratoga Springs, Utah
Western States Ventures . 362 West Pierpont Avenue . Salt Lake City, Utah

Western States Ventures · 362 West Pierpont Avenue · Salt Lake City, Utah

THE SPRINGS

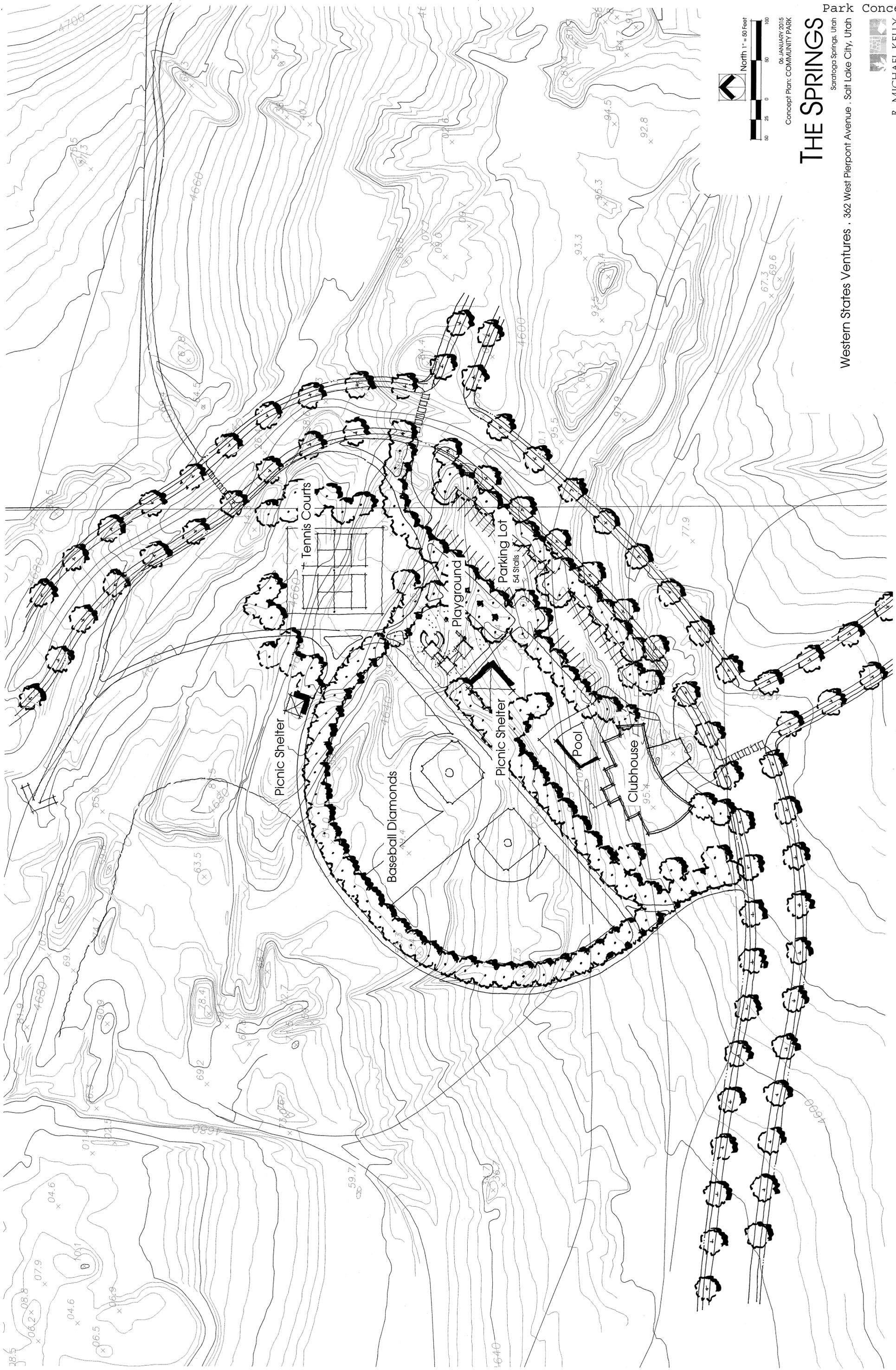
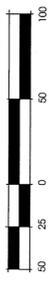
Saratoga Springs, Utah

06 JANUARY 2015
Concept Plan: COMMUNITY PARK

R. MICHAEL KELLY
CONSULTANTS
LAND PLANNING · LANDSCAPE ARCHITECTURE
P.O. Box 469, Millville, UT 84526 435.753.2955



North 1" = 50 Feet



THIS PLAN represents a Conceptual Design only and is subject to changes prior to the preparation of Final Plans.

The Springs . Site Summary . Saratoga Springs, Utah . Western States Ventures.

Site	479.11 Acres
77 ft. Collector Streets	28.47 Acres
56 ft. Local Streets as shown	8.02 Acres

Parcel	Housing Type	Zone	Area	Density	Units
1	Town House	R-14	21.99 Acres	10	220
2	Town House	R-14	7.82 Acres	10	78
3	5 - 7,000 S.F. Lots	R-10	14.47 Acres	5	72
4	6 - 8,000 S.F. Lots	R-6	6.2 Acres	4.3	27
5	4 story Apartments	R-14	11.84 Acres	20	236
6	Town House	R-14	6.98 Acres	10	70
7	Active Adult Town House 1 story TH 5,000 S.F. Lots	R-14	12.7 Acres 10.0 Acres 10.0 Acres	8 7 5.6	101 70 56
8	Town House	R-14	10.89 Acres	10	109
9	5 - 7,000 S.F. Lots	R-10	12.25 Acres	5	61
10	6 - 8,000 S.F. Lots	R-6	50.2 Acres	4.3	216
11	5 - 7,000 S.F. Lots	R-10	25.29 Acres	5	126
12	8 - 10,000 S.F. Lots	R-5	2.25 Acres	3.3	7
13	10 - 12,000 S.F. Lots	R-3	1.37 Acres	2.7	4
14	12 - 14,000 S.F. Lots	R-3	6.14 Acres	2.3	14
15	15 - 20,000 S.F. Lots	R-2	10.69 Acres	1.75	19
16	12 - 14,000 S.F. Lots	R-3	4.07 Acres	2.3	9
17	10 - 12,000 S.F. Lots	R-3	5.9 Acres	2.7	16
18	8 - 10,000 S.F. Lots	R-5	14.63 Acres	3.3	48
19	10 - 12,000 S.F. Alley	R-3	14.95 Acres	2.7	40
20	10 - 12,000 S.F. Alley	R-3	13.76 Acres	2.7	37
21	8 - 10,000 S.F. Lots	R-5	12.12 Acres	3.3	40
22	10 - 12,000 S.F. Alley	R-3	11.03 Acres	2.7	30
23	15 - 20,000 S.F. Lots	R-2	35.54 Acres	1.75	62
TOTALS			333.05 Acres	5.3	1770
OS - 1	Open Space	A	15.82 Acres		
OS - 2	Open Space	A	1.6 Acres		
OS - 3	Open Space	A	24.8 Acres		
OS - 4	Open Space	A	8.79 Acres		
OS - 5	Open Space	A	44.09 Acres		
OS - 6	Open Space	A	14.47 Acres		
TOTALS			109.57 Acres	23%	

Totals by Housing Type

Housing Type	Zone	Area	Density	Units	% of Total
4 story Apartments	R-14	11.84 Acres	20	236	13.3%
Town House	R-14	47.68 Acres	10	477	26.9%
5 - 7,000 S.F. Lots	R-10	58.21 Acres	5	287	16.2%
6 - 8,000 S.F. Lots	R-6	50.2 Acres	4.3	216	12.2%
8 - 10,000 S.F. Lots	R-5	29 Acres	3.3	96	5.4%
10 - 12,000 S.F. Lots	R-3	47.01 Acres	2.7	127	7.2%
12 - 14,000 S.F. Lots	R-3	10.21 Acres	2.3	23	1.3%
15 - 20,000 S.F. Lots	R-2	46.23 Acres	1.75	81	4.6%
Active Adult TH	R-14	12.7 Acres	8	101	5.7%
Active Adult 1 story TH	R-14	10.0 Acres	7	70	4.0%
Active Adult 5,000 S.F. Lots	R-14	10.0 Acres	5.6	56	3.2%
		333.05		1770	100.0%

It is anticipated that this development may need to provide the following institutional uses:
 The overall project density will be affected as outlined here

	Area	Density	Units
Elementary School	12 Acres	5	60
Church Sites	26 Acres	3	78
Potential units transferred to institutional uses			138
Total Units would then be			1632

**ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR
THE SPRINGS MASTER PLANNED COMMUNITY**

March __, 2015

DRAFT

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WHEN RECORDED, RETURN TO:

**ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR
THE SPRINGS MASTER PLANNED COMMUNITY**

THIS ANNEXATION AND MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of March, 2015, by and between the City of Saratoga Springs, a political subdivision of the State of Utah, and Western States Ventures, L.L.C., a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Master Developer owns or controls the Property.
- C. The City and Master Developer entered into a Pre-annexation and Development Agreement on December 9, 2014.
- D. After the Pre-annexation and Development Agreement was approved the Parties worked cooperatively and through the City’s required public processes to create this MDA.
- E. The City approved the annexation of the Property on March ___, 2105.
- F. The annexation is proceeding through the remainder of the statutory processes to finalization.
- G. The City zoned the Property as shown on Exhibit “B”.
- H. Master Developer and the City desire that Property be developed in a unified and consistent fashion pursuant to the Master Plan/Zoning Map and this MDA.

I. Development of the Property will include the Intended Uses.

J. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with the Act and the Zoning Ordinance and to operate to the benefit of the City, Master Developer, and the general public.

K. The City Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance and the Zoning of the Property.

L. The parties acknowledge that development of the Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the Property as a master planned community and increasing property tax and other revenues to the City based on improvements to be constructed on the Property.

M. Development of the Property pursuant to this MDA will also result in significant benefits to Master Developer by providing assurances to Master Developer that it will have the ability to develop the Property in accordance with this MDA.

N. Master Developer and the City have cooperated in the preparation of this MDA.

O. The parties desire to enter into this MDA to specify the rights and responsibilities of the Master Developer to develop the Property as parts of the Project as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

P. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102 (2015).

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” – “ ___ ” are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the following meanings:

1.2.1. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, et seq. (2015).

1.2.2. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.3. **Applicant** means a person or entity submitting a Development Application.

1.2.4. **Building Permit** means a permit issued by the City to allow construction, erection or structural alteration of any building, structure, private or Public Infrastructure on any portion of the Project or off-site Infrastructure.

1.2.5. **Buildout** means the completion of all of the development on all of the Project.

1.2.6. **CC&R’s** means the Conditions, Covenants and Restrictions regarding certain aspects of design and construction on the Property to be recorded in the chain of title on the Property.

1.2.7. **City** means the City of Saratoga Springs, a political subdivision of the State of Utah.

1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.10. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "D".

1.2.11. **Commercial Use** means a use allowed by the Zoning Code on those portions of the Property zoned "____" including, but not limited to, office, retail, dining, service, apartments, hotels, shopping centers or similar uses for other developments on the Project whether allowed by the zone as a permitted or conditional uses.

1.2.12. **Council** means the elected City Council of the City.

1.2.13. **Default** means a material breach of this MDA.

1.2.14. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.15. **Density** means the number of Residential Dwelling Units allowed per acre.

1.2.16. **Development** means the development of a Pod or a portion thereof pursuant to an approved Development Application.

1.2.17. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision, a Commercial Concept Plan, a Building Permit or any other permit, certificate or other authorization from the City required for development of the Project.

1.2.18. **Development Report** means a report containing the information specified in Sections 3.6 or 3.7 submitted to the City by Master Developer for a Development by Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.19. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603 (2015), and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.20. **Homeowner Association(s) (or “HOA(s)”)** means one or more associations formed pursuant to Utah law to perform the functions of an association of property owners.

1.2.21. **Intended Uses** means the use of all or portions of the Project for single-family and multi-family residential units, public facilities, businesses, commercial areas, professional and other offices, services, open spaces, parks, trails and other uses as more fully specified in the Zoning Ordinance and the Master Plan/Zoning Map ,.

1.2.22. **Master Developer** means Western States Ventures, L.L.C., a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.2.23. **Master Plan/Zoning Map** means the plan for developing the Project and the zoning of the Pods approved by the City on February __, 2015 a copy of which is attached as Exhibit “B”.

1.2.24. **Maximum Residential Units** means the development on the Property of One Thousand Seven Hundred Seventy (1,770) Residential Dwelling Units.

1.2.25. **MDA** means this Master Development Agreement including all of its Exhibits.

1.2.26. **Notice** means any notice to or from any party to this MDA that is either required or permitted to be given to another party.

1.2.27. **Open Space** means any land which is in, either: an open and undeveloped condition including, without limitation, natural areas, wildlife or native plant habitat, streams and stream corridors; areas for active or passive recreational activities including, without limitation, HOA common areas.

1.2.28. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.29. **Parcel** means a Pod or a portion of a Pod that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section _____.

1.2.30. **Phase** means the development of a portion of the Project at a point in a logical sequence as determined by Master Developer.

1.2.31. **Pod(s)** means an area or the areas of the Project designated to be used for specific types of zoning as more fully illustrated on the Master Plan/Zoning Map.

1.2.32. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, Intended Uses, Densities, Phases and all of the other aspects approved as part of this MDA.

1.2.33. **Property** means that approximately four hundred eighty (480) acres of real property owned or controlled by Master Developer more fully described in Exhibit "A".

1.2.34. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.35. **Residential Dwelling Unit** means, for purposes of calculating Density, a unit constructed on the Property which is intended to be occupied for residential living purposes.

1.2.36. **Subdeveloper** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development.

1.2.37. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the Zoning Ordinance.

1.2.38. **Subdivision Application** means the application to create a Subdivision.

1.2.39. **Substantial Completion** means a point in the progress of a construction project where the work has reached the point that it is sufficiently complete such that any remaining work will not interfere with the intended use or occupancy of the

project. For work to be substantially complete it is not required that the work be 100% complete.

1.2.40. **Zoning** means the zoning district for each Pod as specified on the Master Plan/Zoning Map.

1.2.41. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Effect of MDA.** This MDA shall be the sole agreement between the parties related to the Project and the Property

3. **Development of the Project.**

3.1. **Compliance with the Master Plan/Zoning Map and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), the Zoning, the Master Plan/Zoning Map and this MDA.

3.2. **Project Maximum Density.** At Buildout of the Project, Master Developer shall be entitled to have developed the Maximum Residential Units and to have developed the other Intended Uses, including the Commercial Uses as specified in the Master Plan/Zoning Map.

3.2.1. **ERU Calculation.** Calculation of equivalencies of Residential Dwelling Units shall be as specified in City's Vested Laws.

3.3. **Intended Uses and Densities.** Intended Uses and Densities for each Pod are shown on the Master Plan/Zoning Map.

3.4. Use of Density. Master Developer may use any of the Maximum Residential Units in the development of any Subdivision so long as the density requested in the proposed Development Application is no greater than the maximum density allowed by the Zone and the Master Plan/Zoning Map for the proposed Subdivision.

3.5. Accounting for Density for Developments by Master Developer. At the recordation of a Final Plat or other approved and recorded instrument for any Development developed by Master Developer, Master Developer shall provide the City a Development Report showing any Density used with the Development and the Density remaining with Master Developer and for the entire remaining Project.

3.6. Accounting for Density for Parcels Sold to Subdevelopers. Any Parcel sold by Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel. At the recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with Master Developer and any material effects of the sale on the Master Plan/Zoning Map.

3.6.1. Return of Unused Density. If any portion of the Maximum Residential Units transferred to a Subdeveloper are unused by the Subdeveloper at the time the Parcels transferred with such Density receives approval for a Development Application for the final portion of such transferred Parcels, the unused portion of the transferred Maximum Residential Units shall automatically revert back to Master Developer and

the Master Developer shall file with the City a Development Report updating the remaining portion of the Maximum Residential Uses.

4. Zoning and Vested Rights.

4.1. **Master Plan/Zoning Map.** The City has approved the Master Plan/Zoning Map which establishes the Zoning for each of the Pods and the Project as a whole.

4.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Master Developer intend that this MDA grants Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws and the Master Plan/Zoning Map without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA and the Master Plan/Zoning Map grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2009).

4.3. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

4.3.1. Master Developer Agreement. City's Future Laws that Master Developer agrees in writing to the application thereof to the Project;

4.3.2. 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;

4.3.3. Codes. City's Future Laws that are updates or amendments to existing

building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.3.4. 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,

4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such 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.

4.3.6. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks or similar items so long as such changes do not work to reduce the Maximum Residential Units or the amount of commercial space, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

4.3.7. 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) (2015).

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2030. If as of that date Master Developer has not been declared to be in default as provided in Section 20, and if any such declared default is not being cured as provided therein, then this MDA shall be automatically extended until December 31, 2035, and, thereafter, for up to two (2) additional periods of five (5) years each. This MDA shall also terminate automatically at Buildout.

5.1. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer will confer and determine whether the Master Developer or a Subdeveloper wishes the City to Outsource the review of any aspect of the Development Application to insure that it is processed on a timely basis. If Master Developer or a Subdeveloper determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with the Outsourced work. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying

overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

5.2. Non-City Agency Reviews. No Non-City Agency review of any Development Application shall be required unless such a review is specifically provided for in the City's Vested Laws or if required by State or Federal law. If any aspect or a portion of a Development Application is governed exclusively by a Non-City Agency an approval for these aspects does not need to be submitted by Applicant for review by any body or agency of the City. The Applicant shall timely notify the City of any such submittals and promptly provide the City with a copy of the requested submissions. The City may only grant final approval for any Development Application subject to compliance by Applicant with any conditions required for such Non-City Agency's approval.

5.3. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The Development Application shall thus generally be deemed to meet the specific standards which are the subject of the opinion or certification without further objection or required review by the City or any other agency of the City. It is not the intent of this Section to preclude the normal process of the City's "redlining", commenting on or suggesting alternatives to the proposed designs or specifications in the

Development Application. Generally, the City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless and changes to the Development Application raise new issues that need to be addressed.

5.4. Expert Review of Certifications Required for Development Applications. If the City, notwithstanding such a certification by Applicant's experts, subjects the Development Application to a review by City Consultants, the City shall bear the costs of such review if the City Consultants determine that the Applicant's expert certification was materially correct and that the City's requiring a review of the certification in the Development Application was unreasonable and not made in good faith. If the City Consultants determine that the City's requirement of a review was reasonable and made in good faith then payment of the reasonable and actual costs of the City Consultants' review shall be the responsibility of Applicant.

5.4.1. Selection of City Consultants for Review of Certifications Required for Development Applications. The City Consultant undertaking any review by the City required or permitted by this MDA or the Ordinance shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. Applicant may, in its sole discretion, strike from the list of qualified proposers any of such proposed consultants so long as at least three (3) qualified proposers remain for selection. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

5.5. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a

Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 7.10.1 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 7.10.1 with the actual and reasonable costs being the responsibility of Applicant.

5.6. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, the Master Plan/Zoning Map and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

5.7. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

5.8. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any such denial through the appropriate procedures for such a decision and not through the processes specified below.

5.9. Mediation of Development Application Denials.

5.9.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 7.16 shall be mediated.

5.9.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

5.10. Arbitration of Development Application Objections.

5.10.1. Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

5.10.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 7.15.

5.10.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City to pay the arbitrator's fees.

5.11. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or

a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots.

6. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Master Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer from relying for other Development Applications on the City's Vested Laws.

7. **Tax Benefits.** The City acknowledges that Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the Property to the City or to a charitable organization for Open Space. Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Master Developer by reason of the foregoing. The City shall reasonably cooperate with Master Developer to the maximum extent allowable under law to allow Master Developer to take advantage of any such tax benefits.

8. **Public Infrastructure.**

8.1. **Construction by Master Developer.** Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably required and lawfully by the as a condition of approval of the Development Application.

8.2. **Bonding.** If and to the extent required by the City's Vested Laws security for any Public Infrastructure, is required by the City it shall provided in a form acceptable to the City (which may include security based on real property) as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

8.3. **Construction Prior to Completion of Infrastructure.** Anything in the Zoning Ordinance notwithstanding, Master Developer may obtain building permits and/or temporary Certificates of Occupancy for model homes, homes shows, sales offices, construction trailers or similar temporary uses prior to the installation of all infrastructure required to be eventually completed so long as such installation is secured pursuant to the City's Vested Laws.

8.3.1. Permanent Certificate of Occupancy. No permanent Certificate of Occupancy shall be issued by the City and no residential occupancy shall be permitted unless all infrastructure (except for landscaping which shall be considered pursuant to Section 11.1) required pursuant to an approved Development Application are installed and Substantially Complete.

9. **Upsizing/Reimbursements to Master Developer.**

9.1. **"Upsizing".** The City shall not require Master Developer to “upsized” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Master Developer are made to compensate Master Developer for the *pro rata* costs of such upsizing.

10. **Open Space.**

10.1. Open Space.

10.1.1. Requirement. At Buildout, twenty percent (20%) of the Project shall be Open Space. The parties acknowledge that this final Open Space requirement need not be met for the development of any particular Pod.

10.1.2. Timing of Open Space Creation. The Development Application approval for each separate Pod or portion thereof shall provide that the Applicant shall construct or designate the land required for Open Space that is located within the Pod or portion thereof and an amount of Open Space outside the Pod that, in the determination of Master Developer, is roughly consistent with achieving the ultimate ratio of Open Space at Buildout.

11. On-Site Processing of Natural Materials. Master Developer may use the natural materials located on the Project such as sand, gravel and rock, and may process such natural materials into construction materials such as aggregate, topsoil, concrete or asphalt for use in the construction of infrastructure, homes or other buildings or improvements located in the Project and other locations outside the Project. Master Developer shall make an application for all such uses pursuant to the processes for a conditional use as provided in the City's Vested Laws.

12. Provision of Municipal Services. The City shall provide all City services to the Project that it provides from time-to-time to other residents and properties within the City including, but not limited to, police, fire and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the City.

13. Default.

13.1. **Notice.** If Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Master Developer.

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

13.2.1. Specific Claim. Specify the claimed event of Default;

13.2.2. Applicable Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

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

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

13.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 7.13 and 7.15. If the claimed Default is subject to Arbitration as provided in Section 7.16 then the parties shall follow such processes.

13.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies:

13.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

13.4.2. Security. The right to draw on any security posted or provided in connection

with the Project and relating to remedying of the particular Default.

13.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

13.5. **Public Meeting.** Before any remedy in Section 20.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

13.6. **Emergency Defaults.** Anything in this MDA 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 Section 20.4 without the requirements of Sections 20.5. The City shall give Notice to the Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default

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

13.8. **Default of Assignee.** A default of any obligations assumed by an assignee shall not be deemed a default of Master Developer.

13.9. **Limitation on Recovery for Default – No Damages.** Neither party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Master Developer or any Subdeveloper shall be that of specific performance.

14. **Notices.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Master Developer:

Western States Ventures, L.L.C.
Attn: Nate Brockbank
West Pierpont
Salt Lake City, Utah 84101

Bruce R. Baird, Esq.
Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106

To the City:

City of Saratoga Springs
Attn: City Manager

Saratoga Springs, Utah 84____

City of Saratoga Springs
Attn: City Attorney

Saratoga Springs, Utah 84____

14.1. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of:

14.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service,

or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice).

14.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice

14.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

15. **Estoppel Certificate.** Upon twenty (20) days prior written request by Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

16. **Attorneys Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

17. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

18. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Master Developer. Further,

the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

19. **Assignability.** The rights and responsibilities of Master Developer under this MDA may be assigned in whole or in part by Master Developer with the consent of the City as provided herein.

19.1. **Sale of Lots.** Master Developer's selling or conveying lots in any approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

19.2. **Related Entity.** Master Developer's transfer of all or any part of the Property to any entity "related" to Master Developer (as defined by regulations of the Internal Revenue Service), Master Developer's entry into a joint venture for the development of the Project or Master Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer. Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

19.3. **Notice.** Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may

reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

19.4. **Time for Objection.** Unless the City objects in writing within twenty (20) business days the City shall be deemed to have approved of and consented to the assignment.

19.5. **Partial Assignment.** If any proposed assignment is for less than all of Master Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

19.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignees financial ability to perform the obligations of Master Developer proposed to be assigned. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 7.13 and 7.15. If the refusal is subject to Arbitration as provided in Section 7.16 then the parties shall follow such processes.

19.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

20. **Binding Effect.** If Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, Intended Uses, configurations, and Density as applicable to such Parcel and be subject to the same

limitations and rights of the City when owned by Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

21. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

22. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

23. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

24. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

25. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City

Administrator of the City and the initial representative for Master Developer shall be Nate Brockbank. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

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

27. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

28. **Venue.** Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

29. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

30. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "C", shall not be recorded in the chain of title. A secure copy of Exhibit "C" shall be filed with the City Recorder and each party shall also have an identical copy.

31. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the Mayor of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. ____ adopted by the City on March __, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

MASTER DEVELOPER
Western States Ventures, LLC

CITY
City of Saratoga Springs

By: _____
Its: _____

By: _____,
Its: Mayor

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of March, 2015, personally appeared before me _____ who being by me duly sworn, did say that he is the Mayor of the City of Saratoga Springs, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF UTAH)

On the _____ day of February, 2010, personally appeared before me Nathan Brockbank, who being by me duly sworn, did say that he is the Manager of Western States Ventures, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

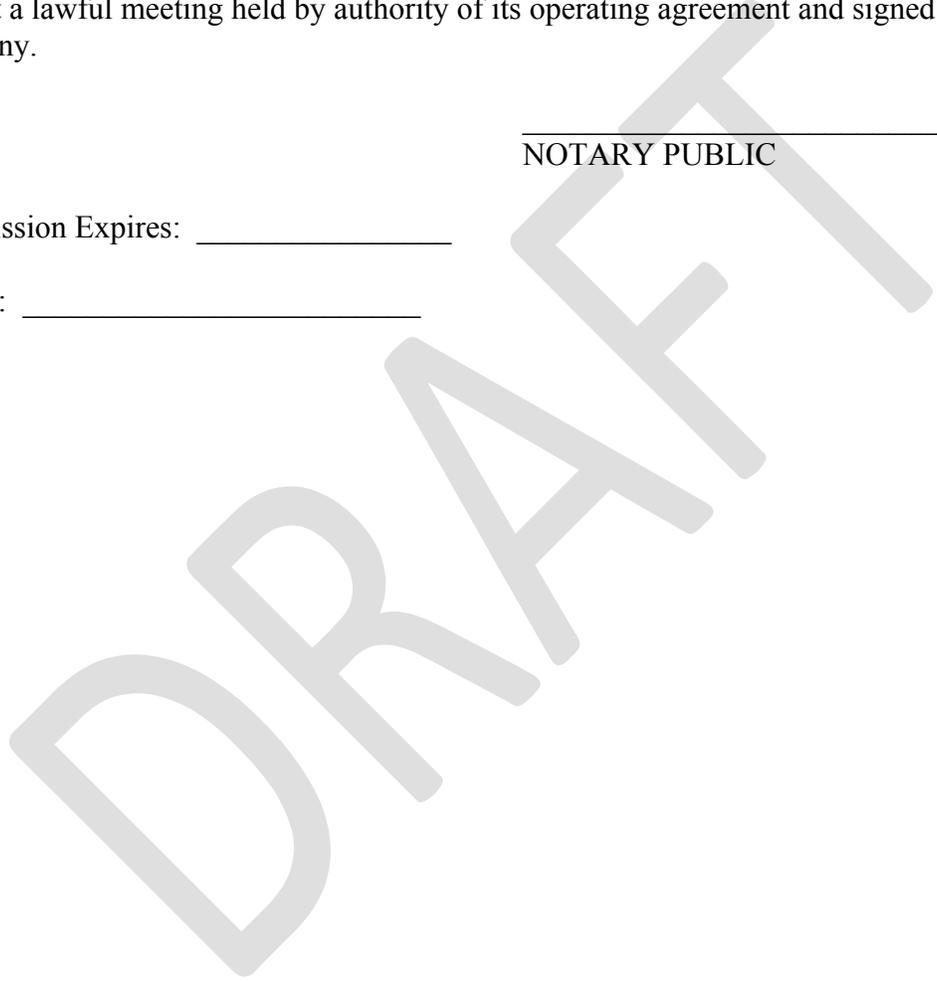


TABLE OF EXHIBITS

Exhibit “A”	Legal Description of Property
Exhibit “B”:	Master Plan/Zoning Map
Exhibit “C”:	City’s Vested Laws

DRAFT



**Wildflower Master Development Agreement
Thursday, February 12, 2015
Public Hearing**

Report Date: Tuesday, January 27, 2015
 Applicant: Nathan Shipp, DAI Utah
 Owner: Sunrise 3, LLC; Collin’s Brothers Land Development; Collin’s Brother’s Oil; Easy Peasy, LLC; Tanuki Investments, LLC; WFR 3, LLC
 Location: 1 mile west of Redwood Road; West and North of Harvest Hills
 Major Street Access: State Road 73, future: Redwood Road and Mountain View Corridor
 Parcel Number(s) & Size: *(Note: parcel numbers are shifting as ownership is transferred and as a result acreages are approximate. The Alta survey of the entire project reflects just under 800 acres, and parcel numbers will be verified throughout the process and at recordation.)*

58:021:0143 – 157.14	58:021:0152 – 187.47
58:021:0151 – 153.9	58:022:0123 – 80.97
58:033:0184 – 1.56	58:033:0308 – 46.5
58:033:0346 – 88.05	58:033:0183 – 11.09
58:033:0327 – 11.3	58:033:0317 – 20.03
58:033:0187 – 18.39	58:033:0193 – 7.9
58:033:0192 – 1.45	58:033:0194 – 0.04

Total: approx. 800 acres
 Parcel Zoning: R-3 and RC
 Adjacent Zoning: RC, A, R-3, R-18
 Current Use of Parcel: Vacant
 Adjacent Uses: Residential
 Previous Meetings: Gilead Rezone/Master Plan application submitted 2011; not finalized.
 PC Hearing November 13, 2014
 CC Hearing December 2, 2014 (decision tabled)
 CC Work Session December 16, 2014
 CC Work Session January 20, 2015
 Previous Approvals: None
 Land Use Authority: Council
 Type of Action: Administrative
 Future Routing: City Council
 Author: Kimber Gabryszak, AICP

A. Executive Summary:

The applicant is requesting approval of a Master Development Agreement to formalize the Community Plan for the Wildflower development adjacent to Harvest Hills. The Planning Commission recently reviewed a General Plan Amendment and Rezone to change the designations of the property to Planned Community (PC), and also a Community Plan to master plan the approximately 795 acre property for

residential and commercial uses, and forwarded a positive recommendation to the City Council. The Community Plan lays out general densities and configurations, however future approvals must be obtained prior to construction, including Village Plans and subdivision plats. These future approvals will involve additional Planning Commission public hearings and City Council meetings, and will give the neighbors additional opportunities to see more specific plans prior to finalization. The MDA is a required part of the process, and formalizes the terms of the Community Plan.

Recommendation:

Staff recommends that the Planning Commission hold a public hearing, take public comment, review the proposal, and choose from the options in Section H of this report. Options include a positive recommendation as presented or with modifications, or a negative recommendation.

B. Background:

The Planning Commission held a public hearing on November 13, 2014 and forwarded a positive recommendation with a 4:1 vote to the Council for the General Plan Amendment and Rezone to Planned Community, and the Community Plan. The Report of Action containing a summary of their discussion and recommendations is attached.

The City Council held a public hearing on December 2, 2014 and voted to table the application pending additional information concerning the acquisition of property by UDOT for the future Mountain View Corridor (MVC), as well as other changes to the CP. The Council also held a work session on December 16, 2014 where they gave additional feedback on information and changes needed to render a decision, and a work session on January 20, 2015 to discuss UDOT and DAI appraisals and potential densities.

Based on the appraisals and impact to the MVC, the Council held a policy session on January 27, 2015 at which time a maximum density of 1468 units was approved, instead of the 1765 requested by the applicant. 1468 was calculated at 2.5 units per acre, which density is typically obtained in the R-3 zone, instead of the full 3 units per acre requested by the applicant.

The applicant agreed to the density limits set by the Council. Of the 1468 units, a maximum of 442 units of multi-family housing was approved, limited to approximately 63 acres on the west side of the future MVC. Additional details are included in the proposed Community Plan. Of the remaining units, the majority will be single family; the Council left the possibility of additional multi-family in limited locations on the west side of the future MVC to enable consideration of larger lot phases elsewhere.

On January 27, 2015, the City Council held an additional meeting, and approved an agreement codifying the density as outlined above. This agreement is attached.

The MDA codifies the terms of the Community Plan and the above-referenced agreement.

C. Specific Request:

This application is for a MDA to codify the contents of the Community Plan. Included in the MDA are, among other items: density limits of 1468 units, unit types, infrastructure requirements, phasing, compliance with the standards of the PC zone, and reimbursement details, as contained specifically in Attachment 5.

Note that the specific language of the MDA is still in draft format, and will likely undergo significant revision. The Planning Commission is weighing in specifically on the land-use aspects of the MDA, including zoning, density, unit type, and so forth. The legality and specifics of the MDA will be addressed and finalized by legal staff and the City Council; however, any input on the text by the Commission will also be forwarded to the Council.

- D. **Process:** Section 19.13.08 of the Code outlines the process for a Master Development Agreement, which includes a public hearing and recommendation by the Planning Commission and final action by the City Council.
- E. **Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, no public input specific to the MDA has been received.
- F. **General Plan:**

Land Use Designation: The General Plan Land Use Map is pending an amendment to Planned Community.

- k. **Planned Community.** The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

Staff analysis: consistent. The MDA reflects the Planned Community Zone, includes a mixture of housing types, codifies an overall Community Plan, and exceeds 500 acres in size.

Proposition 6: Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. In this category type (multi-family attached, 2 or more stories) the limit is no more than 7% of all units in the City. Based upon an analysis of the existing approved units in the City, this 7% limit has already been exceeded.

The proposal includes ~61 acres of development intended for multi-family development with an average density of 8 units per acre. The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the Community Plan, however townhomes and stacked units are expected in order to achieve the proposed densities. Multi-story townhomes and stacked units (aka condos or apartments) would fall into the category of “multi-family attached, 2 or more stories.”

While the limit in the General Plan for these unit types has been exceeded, the Council may consider permitting them, in this case, for several reasons:

- The MDA codifies an application was submitted prior to Proposition 6 (in 2011), which application also included multi-family units.
- The General Plan is advisory, and with a finding of good cause, the Council may choose to approve a development that is not fully consistent with the General Plan. Such good cause would be the preservation of land for the future Mountain View Corridor, which road connection will be of great benefit to the City as a whole.
- The majority of the project acreage will be single-family homes, consistent with the intent of the Proposition, and place all higher density development away from existing neighborhoods.

Staff analysis: consistent. The Council has found that the preservation of the MVC is of benefit to the public, and that the majority of the property being single-family development is consistent with the intent of Proposition 6, and has required a significant reduction in the number of multi-family units to minimize the increase in multi-family housing in the City. Therefore, the proposal is generally consistent with the General Plan.

G. Code Criteria:

Zoning – Pending PC, the proposed unit types are permitted uses.

Minimum lot size, frontage, width, depth, coverage – contained in Community Plan. Minimum percentages of small lots identified to ensure appropriate mix of lot sizes.

Density – no identified density in the PC zone. 2.5 units per acre average approved by the City Council.

Setbacks / yard / height – contained in the Community Plan. Complies with direction of Planning Commission and Council to match frontages in existing neighborhoods.

Open Space / Sensitive Lands – 30% required, and 30% proposed. Will be verified through Village Plans and Preliminary / Final plats.

Staff analysis: with appropriate conditions, code criteria will be met by the proposal.

H. Recommendation and Alternatives:

Staff recommends that the Planning Commission conduct a public hearing, take public comment, discuss any public input received, and unless the public brings to light issues which would change the recommendation, make the following motion:

“I move to forward a **positive recommendation** to the City Council for the Wildflower MDA with the Findings and Conditions in the Staff Report:”

Findings:

1. The MDA is consistent with the Community Plan.
2. The MDA is consistent with the agreement contained in Exhibit 4.
3. The MDA complies with Land Development Code articulated in Section G of the Staff report, which Section is incorporated herein by reference.
4. With conditions, the MDA is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

Conditions:

1. The MDA shall not be approved by the City Council unless the General Plan Amendment and Rezone to the Planned Community Land Use Designation and Zone is approved.
2. The MDA shall not be approved by the City Council unless accompanied by an approved Community Plan.
3. The MDA shall be edited to accurately reflect City policies and standards per Staff and applicant discussions.
4. The MDA shall require disclosures regarding the proximity to Camp Williams and ongoing military training operations that include noise and vibration impacts.
5. The MDA shall be edited as directed by the Planning Commission:
6. _____
Any other conditions added by the Planning Commission:

Alternatives

Alternative Motion

“Based on the analysis of the Planning Commission and information received from the public, I move to forward a **negative recommendation** to the City Council for the Wildflower MDA. Specifically, I find the application does not meet the following requirements of the Code:

I. Attachments:

1. Location Map (page 6)
2. November 13, 2014 Planning Commission Report of Action (pages 7-15)
3. DAI & City Council Agreement, Jan. 27, 2015 (pending signatures) (pages 16-20)
4. Community Plan Layout (page 21)
5. Draft MDA (pages 22-end)
6. Draft Community Plan – available in its entirety online:
www.SaratogaSpringsCity.com/Planning, under “Pending Applications” then “Wildflower

Saratoga Springs City
Planning Commission

Report of Action

<u>TYPE OF ITEM</u>	
Concept Discussion	_____
Preliminary Plat	_____
For Discussion Only	_____
Site Plan	_____
Rezone	_____ <u>X</u>
Ordinance	_____
General Plan	_____ <u>X</u>
Code Amendment	_____
Plat Amendment	_____
Road Vacation	_____
Conditional Use	_____
Development Agmt.	_____
Minor Subdivision	_____
Other (Community Plan)	_____ <u>X</u>

Meeting Date: November 13, 2014

ITEM #6. Wildflower – Rezone, General Plan Amendment
Community Plan

Jeff Cochran was present as Chair.

ACTION OF PLANNING COMMISSION

The following action was taken by the Planning Commission on the above-described item:

Positive Recommendation with Conditions

STAFF PRESENTATION

The Staff Report to the Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Key points addressed in the Staff's presentation to the Planning Commission included the following:

- See Staff Report.
- Additional conditions regarding fencing and phasing connectivity.
- Also responded to public comments to clarify:
 - That if UDOT buys the land with density, there would be no density transfer.
 - That commercial businesses have not been identified and will be reviewed according to the RC zone at such time as they apply.
 - Discussion of Prop 6 limitations, that it is advisory and the analysis in the staff report did not state it was in compliance, but that the analysis in the report gave the Council items to weigh in determining the impact of Prop 6.
 - Discussed MVC buffer, potential impact to schools, and potential condition to require a truck route for any extraction that will leave the site.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the Planning Commission. Key issues raised in verbal comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Jennifer Klingensmith

- Planned Community Zone in general, gives heartburn. Granting the PC zone gives developers a lot of flexibility and the Council has expressed concern with Legacy Farms. If the Planned Community is granted, the density will be vested.
- Shifting density from the Mountain View Corridor is just a numbers game. If it's zoned R-3, UDOT will purchase for a good value, don't need to make it up. The neighborhoods will not look R-3, will get a large, very dense single family development. Developer needs to get a air price from UDOT for the road and then maintain 3 units per acre on rest of the property.
- Appreciate that they didn't put in large amounts of multi-family, ok with some multi-family, but the R-18, even though it's far away from the community, we feel impacts in schools and wards. Also read about Prop 6 and how it plays into it. Application wasn't approved, so don't think that the fact application was just submitted means grandfathered into prop 6. If already exceeded the 7%, granting the density doesn't seem to comport with the laws of our town.
- Granting this density and how it's played out with Legacy Farms needs to be something that weighs on your minds. Maybe the Planned Community zone needs to be tweaked.
- Jeremy Cochran, Peach Place
 - Second Klingensmith about zoning and the PUDs; if credit for MVC, selling land to UDOT, getting a double dip.
 - Only 2 access points from Harvest Hills onto Redwood now, very difficult. Putting in the road to the north will increase traffic from Aspen Hills, right past the school. Has seen alternative plans for this location that would minimize traffic through the community.
 - Exhibit 15 allows for extraction of materials, and movement off-site. This isn't a mining area; how much will be moved and what route will the heavy equipment take?
 - Open space, trails, like them but they are pushed to the west side of the development, harder to access. Way to put more OS by the existing neighborhood?
 - If MVC doesn't happen, how does traffic get pushed out/through? A frontage road along MVC would be his recommendation.
- Rick Van (Altenberg?)
 - Road to north – concerned both due to school and due to his home being there. Read the traffic impact study; seemed they examined Redwood and SR73, and for those that drive home on Redwood, the biggest impact is at Harvest Blvd currently. The new road would benefit current residents more than the new, and bring a lot of traffic, so recommends more articulation on that road to match what is in Harvest Hills currently, with lots of twists and turns.
- Bryan Ricks
 - A lot of comments already been made.
 - Argument seems to be shifting from Mountain View Corridor; may not be dollar for dollar, but doesn't put the developer in dire straights like they'd like us to think.
 - Major concern in school district for those in the north end of school district for bonds for additional schools. Overdue for additional schools; existing communities such as Orem with enough schools won't vote for a bond to build schools here. Super high density housing in an area with full schools will be a problem.
 - Traffic concern – parks. If a way to cut through Harvest Hills to bypass traffic while waiting for MVC will send traffic past schools and parks.
 - By design, roads in Harvest Hills slow traffic; where major roads come in from MVC and Redwood, seems it will speed up traffic instead.
- Jamie Danforth
 - Love comments made already.

- Concerns: to get the initial 1700 units approved, MVC was open and available to build homes on, huge chunk of land for homes.
- Infrastructure: 1700 ish homes, 2 kids, that's 3400 kids that need a school to go to. Harvest was busting at the seams with 900 students.
- Looks nice to have single family residential, but majority are on 4500-6000 sq.ft. lots. Concern is not geographic issue but demographic. Curious what existing ratio is of high density to single family in north end of city. There is a reality of what comes in with high density housing.
- Sean (Trimmons?)
 - Commercial zones look large, want to know what businesses and what stores will come in? Will it be big box and swathes of parking? Other communities, have seen great integration of residential and business where it feels integrated.
 - With high-density housing so close to the commercial zone, can we see a future crime forecast and impacts on our police force?
 - Height of the new developments in high density housing, how many stories and what will it do to the viewshed of the mountains? Has a telescope and likes to look at the mountains. Glad to see the lighting will be downward directed.
 - DAI has developed elsewhere, would like to do a study of previous developments to see how they turned out.
 - MVC in Salt Lake County has a large buffer area, a good 100 yards on either side or more that doesn't touch housing, set back by parks or other buffers that are good for the residents.
 - That mixed use zone in the corner is way out there and seems like a very small zone for MU.

APPLICANT PRESENTATION

Key points addressed in the applicant's presentation to the Planning Commission included the following:

- Summarized background. Summarized discussion with UDOT regarding MVC and attempts to relocate to west, to not split neighborhood into two communities.
- Went over lot layout and feathering density away from existing neighborhoods.
- Discussed open space percentage and trail length provided.
- Discussed system roadways and match to city standards.
- Responded to public comments, and explained using the PC zone to have flexibility in order to respond to the 25% of land limitation brought on by MVC.
- Clarified that not intending to double dip. Planning to buffer commercial, and willing to meet staff's condition to match and feather densities.
- Addressed request to move dirt to level and develop property; stated that committed to work with staff to keep construction traffic out of Harvest Hills.
- Mentioned other properties that residents could look at. Independence at the point of the mountain, where the school district couldn't afford to build a school, so worked with the Summit Academy charter school to provide a school solution for community. Willing to do same in Saratoga if Alpine School District can't provide a school.
- Intend on having churches and schools and pocket parks; plan doesn't currently show, but will be provided at time of Village Plan.
- Also addressed Commission questions as outlined under Commission Discussion.

PLANNING COMMISSION DISCUSSION

Key points discussed by the Planning Commission included the following:

- Jarred Henline
 - Timeline? (Applicant: 2015 spring, 15-20 year buildout, phasing as market allows.)
 - What happens if UDOT doesn't build the road? Developer can't build on it, no density, just a giant brush field? (Applicant: preference for UDOT to build road right away, but not sure how best to address. Will redesign plan to build on MVC if not bought by UDOT in a few years.)
 - Ok with taking more time, postponing decision in order to make sure it's done right.
 - Asked about the prison, and how this will impact it. (Staff: brief discussion on the prison relocation and the criteria, including presence of population centers within a certain distance, and clarification that staff is not directing the commission to make a recommendation based on the prison.)
 - Discussed specificity in plan, limitations on density transfers, future public meetings for Village Plans and plats. (Applicant: willing to add specificity in densities and lot sizes as requested by staff. Also school district not willing to update plan until entitlements are in place.)
 - Even though don't like to rush it, might need to rush it for other reasons, understands it.
- Sandra Steele
 - Add "between homes" for side yard fencing limitation.
 - No matter what happens with MVC, max density will be 1765? (Yes.)
 - Concerned with no minimum frontages for single family lots; don't want to drive down a street and see nothing but driveway after driveway. Establish minimum frontages for each pod or type. May result in loss of lots if using the City standard. Would like to see a minimum frontage. (Applicant: ok if at Village Plan? Ok.)
 - Need 24' of backing area for side load garages. (Applicant: 24' is required.)
 - Off street guest parking shall be provided for the multi-family products and any product with less than a 20' driveway, at a rate of .25 spaces per unit.
 - Asked if the Council has committed to accepting open space? (Staff: not yet, up to Council.)
 - Asked if the City routinely reimburses for improvements? (Staff: yes, if facility is required by City plans, but up to the City Council. Can't charge a developer twice, also can't add an amenity that services only one project to a capital facilities plan, it must service the larger system.)
 - Parkways are part of open space, but 19.26.06 of Code says OS shall not include lands occupied by sidewalks....etc., but the plan shows the parkway including the pavement. (Applicant: including but not counting towards required open space.)
 - Signage is beautiful, but too tall. (Applicant: wants a statement. Discussed.)
 - Wants a requirement to remove builder signage within 90 days of completion of phase.
 - Comply with development code regarding on and off-premise development information signage.
 - Streets have been put on the map incorrectly, so verify street names.
 - Traffic report – references 2000 North and State Street, in Lehi. Typo? (Staff/applicant: yes)
 - Extraction – allowed to extract on sensitive lands, is that ok? (Staff: since it's limited and the majority is preserved in OS, then yes.)
 - Page 77: 184 acres, not 800....need to fix the typo.
 - Number of single family homes located very close to Camp Williams. Need to put a note on the plats within ½ mile notifying them that it could be a high noise and high vibration area due to live fire in Camp Williams. (Applicant: agrees.)
 - Requested consideration of sound attenuation for homes right next to Camp Williams.
 - Has 6 proposed conditions of approval:
 1. Minimum lot frontages shall be established prior to recordation of the Village Plans
 2. Side access garages shall provide 24' of maneuvering space

3. Parkways as defined by CP shall not be included in required open space
4. Wayfinding signs for different homebuilders shall be removed within 90 days of the last home in a particular plat.
5. Wayfinding signs shall be no higher than 20' and shall comply with 19.18, Development Information Signs.
6. Plats within ½ mile of Camp Williams shall have a note that states that this is a high noise and vibration area due to periodic live fire exercises.
7. Monument sign shall be limited to a height of 20'.

- Hayden Williamson
 - Echo Jarred's concerns, when considering a plan, not usually also considering a rezone and impacts to neighboring community, as the zone already exists.
 - Would it be possible to give a conditional approval on this but doesn't take effect until Village Plan is approved? (Staff: discussed feasibility, yes can be conditional but up to Council. Applicant: would prevent from moving forward, not planning on returning in a month, but sometime down the road and only for a small portion, on a phase by phase basis.)
 - Would be in favor of adding a condition moving it to ERUs and not just straight units.
- Kirk Wilkins
 - Asked about current rights? (Staff: current zoning is R-3)
 - Asked about high-density housing, can it be denied? (Staff: yes.)
 - Asked about prison, would denying high-density impact? (Staff: not clear, however the MVC is also a community benefit and the proposal as currently outlined is what was discussed prior to any prison discussions.)
 - Asked if the applicant could preserve the MVC without high density? (Applicant: possibly but difficult, and at a loss of open space. Placing the high density by Eagle Mountain's asphalt plant means more open space elsewhere in project.)
 - Need to make sure that the preservation reflects the realignment of 73 and Pioneer Crossing.
 - Water, north end next to NSA which uses a huge amount of water, so how service? (Staff: working with applicant's engineers to determine what would be needed for project, then work over time to verify. Applicant responsible to meet needs at time plat records, as needs and requirements change over time. Disclaimer to that effect is provided in agreements, City not making promises to build or provide infrastructure.)
- Kara North
 - Hard to have confidence in plan without more specifics. Will look at Village Plans more specifically and thoroughly.
 - Agree with Sandra on frontage issues.
 - Anxious to see if applicant can work out options with Alpine School District, explore options.
 - Likes the big monument sign, but will have to see where everyone falls on it.
- Jeff Cochran
 - Recognize that Commission is a recommending body to Council only.
 - Prison: don't know whether it's coming or not, it's speculation. Shortsighted to say "pick this or that" right now. Prison can look and see that we have a developer here anxious to move forward, zoned R-3 and ready to move forward.
 - 29' monument sign is a good example of the amount of information reviewed over a short time, and the amount of information he doesn't know.
 - Density: many residents had conversations and concern over density. There is a place for multi-family density in the City, provides diversity in demographics, but most is in north of city. North

of SR73 there are 475, and request is for almost double so doesn't provide good demographics or diversity.

- Prop 6: legislative decision totally with the City Council, but exceeded limits currently so why exceeding more and in an area where most of the higher density is located?
 - MVC: familiar with UDOT and ROW acquisition, it's a negotiation for a fair market value, so developer responsibility is to negotiate and put in equation to get value. Also MVC is a benefit to developer by bringing traffic to and through project.
 - Strong recommendation that traffic patterns move and dump onto MVC, take better advantage to the frontage road instead of pushing traffic through neighborhood. Road by 2 churches and a school should not take majority of traffic.
 - Does not think it is consistent with the General Plan. Not opposed to higher density, but all clustered in one area is not to the betterment of the City.
- All: discussion about Prop 6, difficulty in compliance, percentage of the proposed units within the Community Plan and comparison to Prop 6.

MOTIONS

Rezone and General Plan Amendment

Commissioner North made the following motion: "Based upon the information and discussion tonight, I move to forward a positive recommendation to the City Council for the General Plan Amendment and Rezone of the Wildflower property from R-3 to Planned Community, as identified in Exhibit 1 of the staff report, with the Findings and Conditions below:"

Findings

1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report dated November 13, 2014.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report dated November 13, 2014, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The rezone shall not be recorded until accompanied by a finalized Community Plan.
3. Any conditions added by the Commission. _____
4. _____

Commissioner Steele seconded the motion.

VOTE (4 TO 1)

Jeff Cochran	NAY
Sandra Steele	AYE
Kara North	AYE
Jarred Henline	ABSENT
Hayden Williamson	AYE

Community Plan

Commissioner North made the following motion: "I also move to forward a **positive** recommendation to the City Council for the Wildflower Community Plan with the Findings and Conditions below:"

Findings

1. The application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein. Specifically,
 - a. the preservation of the ~144 acres for the future Mountain View Corridor is of public benefit and justifies the allowance of higher densities on ~53 acres through the transfer of density from the said corridor, and
 - b. the majority of the property consisting of single-family residential development is consistent with the intent of Proposition 6.
2. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section H of the Staff report, which section is incorporated by reference herein. Particularly:
 - a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. The 1765 residential units is consistent with the lowest density category contemplated in the General plan;
 - c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - f. The application is consistent with the guiding standards listed in Section 19.26.06; with the exception of a requested exemption from standard 5.
 - g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

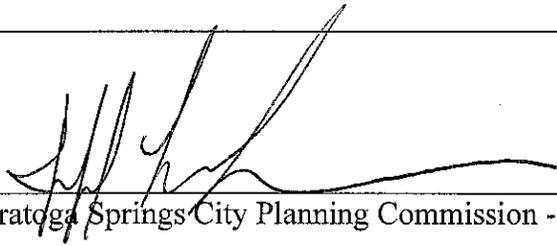
1. All requirements of the City Engineer shall be met, including but not limited to the conditions in the report attached to this report as Exhibit 2.
2. The Community Plan shall be edited as follows:
 - a. Modify the table of lot sizes to include a range of percentages for each lot size; also add percentages to each residential pod.
 - b. Add a statement to ensure that lots immediately adjacent to existing lots (e.g. Harvest Hills) will be of similar size, to transition into the smaller lots.
 - c. Add an amendment process to predictably shift density if the Mountain View Corridor is not built, or if the density in the Corridor is purchased by UDOT.
 - d. Clearly define the open space in the Mountain View Housing to ensure that such open space is useable.

- e. Add a maximum height or maximum number of stories to the Mountain View Neighborhood.
 - f. Add phasing standards to ensure that amenities and open space are improved appropriately with each residential phase.
 - g. Add statement ensuring that the detention basins will be improved, and have community access and amenities.
 - h. Add minimum requirement of 0.25 stalls per unit for guest parking in the Mountain View Neighborhood.
 - i. Street names shall be modified to comply with the Code standards for street names.
 - j. The landscaping plant list shall be reviewed to ensure trees with damaging root systems are not included.
3. Fire standards of the Wildland Urban Interface shall be met.
 4. The road layout shall be altered to match the Transportation Master Plan, or a request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and approved, prior to Village Plan approval(s).
 5. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any road until a second access is provided.
 6. Where side setbacks of five feet or less are utilized, no side yard fencing between homes shall be permitted.
 7. Off street guest parking shall be provided for the multi-family products and any product with less than a 20' driveway, at a rate of .25 spaces per unit.
 8. Minimum lot frontages shall be established prior to recordation of the Village Plans
 9. Side access garages shall provide 24' of maneuvering space.
 10. Parkways as defined by CP shall not be included in required open space.
 11. Wayfinding signs for different homebuilders shall be removed within 90 days of the last home in a par
 12. Wayfinding signs shall be no higher than 20' and shall comply with 19.18.09, including off premise and on premise Development Information Signs.
 13. Plats within ½ mile of Camp Williams shall have recorded on their plats information alerting buyers that this is a high noise and vibration area due to periodic live fire exercises.
 14. Density shall be based on ERUs and not residential units.
 15. Entry and monument sign standards shall be reviewed with the Village Plan
 16. Applicant and staff work to provide density percentages to the City Council.

Commissioner Steele seconded the motion.

VOTE (4 TO 1)

Jeff Cochran	NAY
Sandra Steele	AYE
Kara North	AYE
Jarred Henline	ABSENT
Hayden Williamson	AYE
Kirk Wilkins	AYE

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

Saratoga Springs City Planning Commission - Chairman

Exhibit 1: Staff Report Dated November 13, 2014

AGREEMENT REGARDING MASTER PLAN AND DENSITY APPROVAL

January 27, 2015

Sunrise 3, LLC, a Utah limited liability company, and WFR 3, LLC, a Utah limited liability company, Tanuki Investments, LLC, a Utah limited liability company (collectively “Residential Owner”), Collins Brothers Land Development, LLC, a Utah limited liability company, together with any affiliates (“Commercial Owner”), and the City of Saratoga Springs (“Saratoga Springs”) hereby enter into this Agreement Regarding Master Plan and Density (“Agreement”) effective as of the date set forth above, as more fully specified below. The Residential Owner and Commercial Owner are sometimes referred to herein collectively as the “Owner”.

RECITALS

WHEREAS, Residential Owner owns approximately 595 acres of property (“Residential Property”), and Commercial Owner owns approximately 205 acres of property (“Commercial Property”) for a total of approximately 800 acres of property (combined the “Property”) located on the northwest (and within the municipal limits) of Saratoga Springs, that they would like to develop as the “Wildflower” project (the “Project”);

WHEREAS, a legal description of the Property is attached hereto and incorporated by reference as Exhibit “A”;

WHEREAS, the Residential Property is currently zoned as R-3 with a maximum density of three units per acre and minimum lot sizes of 10,000 square feet;

WHEREAS, Owner has applied for a general plan amendment and rezone to change the zone of the Property to Planned Community (PC), and also approval for a Community Plan and Master Development Agreement to master plan the Property for residential and commercial uses;

WHEREAS, Owner is working with the Utah Department of Transportation (“UDOT”) to preserve approximately 180 acres within the residential and commercial portions of the project for the future Mountain View Corridor (“MVC”) in Saratoga Springs;

WHEREAS, Saratoga Springs and UDOT believe the alignment for MVC, as generally reflected in the Master Plan attached hereto and incorporated herein as Exhibit “B” (the “Master Plan”), is the preferred alignment for this portion of the future MVC, and as such, is in the best interests of residents of Saratoga Springs;

WHEREAS, the MVC, as proposed by UDOT, cuts through the center of the Project, making master planning, including but not limited to access and infrastructure planning for the western portion of the Project, more difficult;

WHEREAS, despite the difficulty in planning the development of the Project with the MVC, Owner is willing to work with both UDOT and the City to ensure the preservation of this corridor (which preservation is an express condition of this Agreement), in reliance upon and on the condition that Saratoga Springs approve densities for the residential portions of the Project based on the attached Master Plan with the Commercial Property being zoned Regional Commercial in its entirety, notwithstanding what is shown on the attached Master Plan;

WHEREAS, due to the loss of approximately 144 developable acres of residential area to the MVC, the Residential Owner has asked, and Saratoga Springs has agreed, to transfer the residential density from these acres to the rest of the residential portion of the Project, based upon a maximum obtainable density of 2.5 units per acre on the entire Project;

WHEREAS, the Property in its entirety, including the MVC, would be able to develop 1,468 residential units based upon a calculation of 2.5 units per acre over approximately 595 acres, as reflected in the Master Plan. Saratoga Springs has agreed to allow Owner to develop 1,468 residential units on the Residential Property (outside of the MVC) as reflected in the Master Plan and as more fully specified herein;

WHEREAS, Owner and Saratoga Springs' professional staff have been working on the design of the Project, to be known as "Wildflower", to be more fully memorialized in a Master Development Agreement, Community Plan, and Village Plans;

WHEREAS, Saratoga Springs has expressed a willingness to use its governmental powers and to coordinate the development of the Project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act, and other applicable codes;

WHEREAS, while the Owner and Saratoga Springs continue to work through the planning process to have prepared a Community Plan and Master Development Agreement for Wildflower, the general concept for the residential portion of the Project envisions a broad mix of various residential unit types for a total of 1,468 units, of which 442 units shall be allowed to consist of multi-family units on approximately 61 acres on the southwest corner of the residential portion of the Project (shown as Neighborhood 13 in the Master Plan) and 1,026 single-family lots on the remainder of the residential portion of the developable property (excluding the commercial areas);

WHEREAS, notwithstanding what is reflected on the attached Master Plan, all of the Commercial Owner's property will be designated as Regional Commercial on the City's Zoning Map;

WHEREAS, Owner is willing to preserve the MVC with UDOT, based on assurances from Saratoga Springs, including the entry into this Agreement, that Saratoga Springs will fairly and promptly process the approval of Wildflower by approving a zone change to the PC

Zone, entering into a Master Development Agreement, approving the Community Plan, and working cooperatively with the Owner using the powers of Saratoga Springs to coordinate the development of the project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act, and other applicable codes; and

WHEREAS, the City Council of Saratoga Springs considered this Agreement at a public meeting on January 27, 2015 and voted unanimously to enter into this Agreement and take all of the steps necessary to implement this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the following mutual promises, and other good and valuable consideration, the Owner and Saratoga Springs agree to the following:

TERMS

1. Saratoga Springs will promptly process for approval the application for a zone change of the Property to the PC Zone, enter into a Master Development Agreement, and approve a Community Plan relating to the Project in accordance with Saratoga Springs policies and procedures.

2. Saratoga Springs and Owner will work cooperatively and as quickly as possible to create and approve a Community Plan for the future development of the Project, with 1,468 residential units, including 442 multifamily units on 61 acres on the southwest corner of the Project (shown as Neighborhood 13 in Exhibit B), 1,026 single-family lots on the remainder of the residential portions of the Project, and Regional Commercial uses for the Commercial Owner's property notwithstanding what is shown in the Master Plan on the south of the Project, to enter into a Master Development Agreement providing, among other things, for the vested rights of Owner to develop the Project according to the approved Community Plan with the uses and densities discussed above, and work cooperatively with Owner using the powers of Saratoga Springs to coordinate the development of the Project including addressing the issues of public infrastructure and access in accordance with Saratoga Springs policies and practices, the Utah Impact Fees Act, and other applicable codes.

3. The Owner and Saratoga Springs intend to complete the PC Zone change and approval of the Master Development Agreement and Community Plan in a timely manner, on or before February 26, 2015.

4. This Agreement will terminate, and all rights associated with it, at the option of either the Residential Owner or Saratoga Springs by providing written notice to the other parties, if the Residential Owner is not able to complete the conveyance to UDOT of the portion of the MVC property currently owned by the Residential Owner within twelve (12) months of execution of this Agreement. In the event this Agreement is cancelled, the residential portions

of the Project shall automatically revert to the R-3 zone.

5. The recitals above are incorporated herein by this reference.

Dated this 27th day of January, 2015

City of Saratoga Springs

By: _____
Hon. Jim Miller, Mayor

ATTEST:

City Recorder (or Deputy)

CITY COUNCIL:

Hon. Michael McOmber, Member

Hon. Rebecca Call, Member

Hon. Shellie Baertsch, Member

Hon. Bud Poduska, Member

Hon. Stephen Willden, Member

ATTEST:

City Recorder (or Deputy)

RESIDENTIAL OWNER:

Sunrise 3, LLC

By: Sunrise 3 Managers, LLC, its Manager

By: _____
Nathan Shipp, Manager

WFR 3, LLC

By: Sunrise 3 Managers, LLC, its Manager

By: _____
Nathan Shipp, Manager

Tanuki Investments, LLC

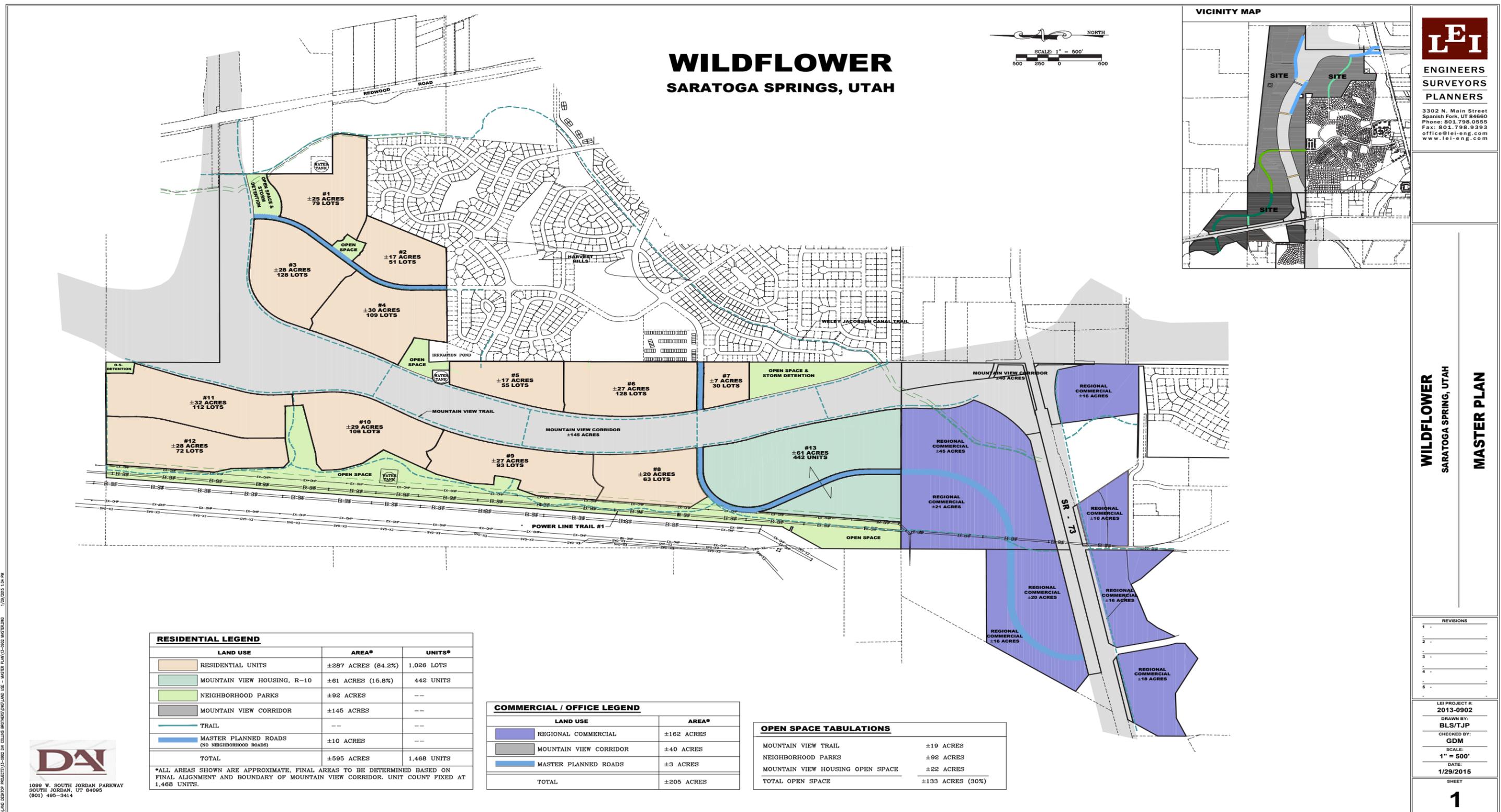
By: _____
Name: _____
Its: _____

COMMERCIAL OWNER:

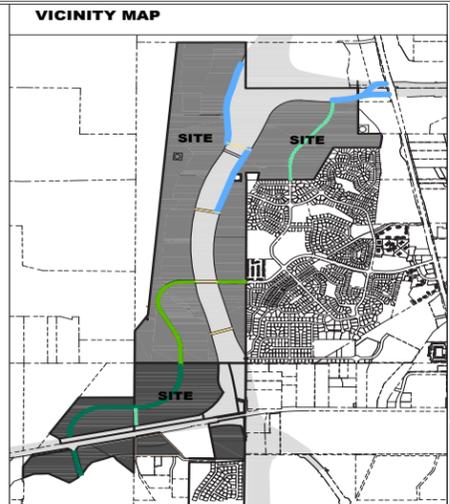
Collins Brothers Land Development, LLC

By: _____
Name: _____
Its: _____

EXHIBIT TWO: Land Use Master Plan



WILDFLOWER SARATOGA SPRINGS, UTAH



LEI
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

**WILDFLOWER
SARATOGA SPRING, UTAH
MASTER PLAN**

REVISIONS	
1	
2	
3	
4	
5	

LEI PROJECT #:
2013-0902
DRAWN BY:
BLS/TJP
CHECKED BY:
GDM
SCALE:
1" = 500'
DATE:
1/29/2015
SHEET
1

RESIDENTIAL LEGEND		
LAND USE	AREA*	UNITS*
RESIDENTIAL UNITS	±287 ACRES (84.2%)	1,026 LOTS
MOUNTAIN VIEW HOUSING, R-10	±61 ACRES (15.8%)	442 UNITS
NEIGHBORHOOD PARKS	±92 ACRES	---
MOUNTAIN VIEW CORRIDOR	±145 ACRES	---
TRAIL	---	---
MASTER PLANNED ROADS (NO NEIGHBORHOOD ROADS)	±10 ACRES	---
TOTAL	±595 ACRES	1,468 UNITS

*ALL AREAS SHOWN ARE APPROXIMATE. FINAL AREAS TO BE DETERMINED BASED ON FINAL ALIGNMENT AND BOUNDARY OF MOUNTAIN VIEW CORRIDOR. UNIT COUNT FIXED AT 1,468 UNITS.

COMMERCIAL / OFFICE LEGEND	
LAND USE	AREA*
REGIONAL COMMERCIAL	±162 ACRES
MOUNTAIN VIEW CORRIDOR	±40 ACRES
MASTER PLANNED ROADS	±3 ACRES
TOTAL	±205 ACRES

OPEN SPACE TABULATIONS	
MOUNTAIN VIEW TRAIL	±19 ACRES
NEIGHBORHOOD PARKS	±92 ACRES
MOUNTAIN VIEW HOUSING OPEN SPACE	±22 ACRES
TOTAL OPEN SPACE	±133 ACRES (30%)



1099 W. SOUTH JORDAN PARKWAY
SOUTH JORDAN, UT 84095
(801) 496-3414

U:\LAND DESKTOP PROJECTS\13-0902 20 COLINE BROTHERS\LAND USE - MASTER PLAN\13-0902 MASTER.PLAN 1/29/2015 1:54 PM

MASTER DEVELOPMENT AGREEMENT FOR WILDFLOWER

THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into on February __, 2015, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation (“City”) and Sunrise 3, LLC, a Utah limited liability company, WFR 3, LLC, a Utah limited liability company, and Tanuki Investments, LLC, a Utah limited liability company (collectively “Developer”). The City and Developer are sometimes collectively referred to herein as the "Parties."

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (referred to herein as either the “Residential Property” or the “Property”), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Residential Property is currently zoned Low Density Residential (R-3), and furthermore, property adjacent to the Residential Property owned by Collins Brothers Land Development, LLC (“Collins”) is zoned as Regional Commercial (RC) (the “Commercial Property”). Developer wishes to develop the residential portion of the project known as “Wildflower”, which will be vested with residential density totaling 1,468 single family and multi-family homes on approximately 595 acres (the “Project”); and

WHEREAS, Collins anticipates developing the Commercial Property and commercial uses on approximately 205 acres. Although the Commercial Property is included as part of the Wildflower development project and is subject to zoning change referred to herein, Collins, as owner of the Commercial Property, is excluded from this Agreement, and the rights, covenants and obligations set forth in this Agreement relate solely to the Residential Property; and

WHEREAS, currently, the proposed Project does not meet the R-3 zone requirements and therefore would not be allowed in the R-3 zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the PC zone, as provided in Title 19 of the City Code, as amended (the “Zoning Request”) and wishes to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, to assist the City in its review of the Zoning Request and to ensure development of the Property in accordance with Developer’s representations to City, Developer and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property; and

WHEREAS, the City desires to enter into this Agreement to promote the health, welfare, safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, on November 13, 2014, after a duly noticed public hearing, the City’s Planning Commission recommended approval of Developer’s Zoning Request, this Agreement, and the Community Plan, attached hereto as Exhibit B, and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, on February __, 2015, the Saratoga Springs City Council (“City Council”), approved Developer’s Zoning Request, this Agreement, and the Community Plan, attached hereto as Exhibit B, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit D; and

WHEREAS, the Community Plan, attached as Exhibit B, among other things, identifies land uses, number of entitled dwelling units, major roads, required open spaces and trails, drainages, and power line corridors; and

WHEREAS, to allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to applicable City ordinances, regulations, and standards (collectively “City regulations”), Developer and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its legislative authority under Utah Code § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its authority, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City’s General Plan, and the City Code (collectively, the “Public Purposes”). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the “Effective Date”). Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder’s Office.
2. Affected Property. The Property Ownership Map, Vicinity Map, and Legal Descriptions for the Property are attached as Exhibit A. This Agreement shall be recorded against the Property as provided in Section 32.b. below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed

and approved by Developer and City. If there is any portion of the Property not owned by Developer when this Agreement is signed, the owner(s) of record of such portion(s) of the Property shall execute the consent provision set forth beneath the Parties' signature blocks at the end of this Agreement.

3. Zone Classification and Permitted Uses. The zoning classification on the Property shall be the Planned Community Zone ("PC Zone"). Except as otherwise provided in Section 5 herein, the City shall not unilaterally change the zoning designation on the Property during the term of this Agreement or any extension. Permitted uses and allowed conditional uses in these zoning designations shall be governed by the Community Plan and any approved Village Plan(s). If the issue relating to permitted uses and allowed conditional uses is not addressed by the Community Plan or an approved Village Plan, then, by default, the permitted use and conditional use issue shall be determined by the provisions of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. Attached hereto as Exhibit "H" is a copy of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 as constituted on the Effective Date of this Agreement shall take precedence. In the event of a conflict between this Agreement, Chapter 19.26, the Community Plan, or any Village Plan(s) submitted pursuant to paragraph 18 of this Agreement or Chapter 19.26 of the City Code, the provisions in this Agreement, the Community Plan and the approved Village Plans shall take precedence. If Chapter 19.26 of the City Code is amended in the future in a manner deemed by Developer and the City staff (or by the applicable land use authority of the City) to be favorable to the Project or non-substantive as to permitted or conditional uses, Developer and the City can mutually agree (with such agreement not to be unreasonably withheld) to comply with the future amendment, as opposed to the version of the Code as constituted on the Effective Date of this Agreement, without the need to amend this Agreement.
4. Additional Code Provisions. The development and use of the Property shall be governed by the Community Plan and the approved Village Plans. Except as provided in Section 3, if an issue is not addressed by the Community Plan or an approved Village Plan, the provisions of Title 19 of the City Code in effect on the date a complete preliminary plat application is filed and all applicable application fees are paid shall be applicable, but only to the extent they are not inconsistent with this Agreement, the Community Plan, or the approved Village Plan(s). Except as provided in Section 3, Developer shall comply with the requirements of this Agreement, Title 19 of the City Code, and other requirements generally applicable to development in the City at the time of preliminary plat application so long as they are not inconsistent with this Agreement, the Community Plan or the approved Village Plan(s). In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 shall take precedence. In the event of a conflict between Chapter 19.26, the Community Plan, a Village Plan(s), or this Agreement, the provisions of the Community Plan and approved Village Plan(s) shall take precedence.

5. Reserved Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's vested rights as set forth herein, including but not limited to rights relating to densities, land uses, and other development standards approved herein and in the Community Plan, unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute (including but not limited to Utah Code Ann. § 10-9a-509 (2014)). The parties intend that the rights granted to Developer under this Agreement are contractual and also rights that exist under statute, common law and at equity. Any proposed change meeting the compelling, countervailing public interest exception to the vested rights doctrine which affect Developer's vested rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.

6. Rights and Obligations under Master Development Agreement. Subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the Project in accordance with this Agreement and the Community Plan, approved Village Plan(s), and Chapter 19.26 of the Land Development Code. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in any Village Plan submitted pursuant to Chapter 19.26 and Section 18 below and to otherwise comply with all provisions of the City Code, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property is expressly subject to and based upon strict compliance with and performance by Developer of all of the terms, conditions, and obligations of Developer under the Community Plan and approved Village Plan(s) submitted in accordance with Section 18 below, Chapter 19.26 of the Land Development Code, this Agreement, and the Exhibits attached to this Agreement.

7. Densities and Approved Uses.
 - a. The Property identified for residential development in the Community Plan shall be entitled to a maximum of 1,468 equivalent residential dwelling units (ERUs). Accordingly, the City's execution of this Agreement constitutes approval required to vest the Project with the right to develop the vested densities set forth herein and in the Community Plan. Developer shall have the right to transfer density within the Project in accordance with the terms of the Community Plan.

 - b. The Village Plans submitted for the residential portion of the Community Plan

pursuant to paragraph 18 herein shall not collectively exceed 1,468 ERUs, with 1 ERU equal to one residential dwelling unit. ERUs shall have that definition as found in the City Code, as amended, or other applicable City regulation.

8. Water Infrastructure, Dedications, and Fees.

- a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City ordinances, resolutions, and standards (hereinafter “City regulations”) in effect at the time of plat recordation of each phase. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, that has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or that does not meet City regulations.
- b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer’ Property in accordance with the City regulations and this Agreement. The anticipated water system improvements required for the development of the project are set out in the Community Plan and, if applicable, shall be further detailed in the Village Plans submitted pursuant to paragraph 18 of this Agreement.Said list of improvements is the City’s best estimate as to the required improvements and is not intended to be an exhaustive list at this time. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable), but may be adusted in accordance with current City regulations and this Agreement. .
- c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer’s installation of such improvements, Developer’s dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Water, and Roads.

- a. At the time of plat recordation for each phase, Developer shall be responsible for

the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the portion of the property depicted on the plat in accordance with the City regulations and this Agreement. The anticipated sewer, storm water, and road improvements required for the development of the Project are set out in the Community Plan and, if applicable, shall be further detailed in the Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City's and Developer's best estimate as to the required improvements and is not intended to be an exhaustive list at this time. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable) but may be adjusted in accordance with City regulations and this Agreement. .

- b. Storm water runoff for each plat must be detained and treated to meet City, State, and Federal codes and regulations. Developer is responsible for complying with UPDES and NPDES requirements during and after construction and shall obtain an NOI permit prior to commencing any construction activities. Natural drainages shall be left unimproved except as otherwise approved in the Community Plan, Village Plan(s), and the City Engineer based on City regulations. No lot boundary shall contain any portion of land that is at or below the 100-year storm event high water elevation or is within the 100-year floodplain as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway.
- c. Except for the roads identified as private roads on the plat(s), if any, all other roadways within the Property shall be public roadways, which shall be constructed in accordance with the Community Plan, approved Village Plans, approved subdivision plats, and approved construction drawings. The location and cross-sections of all roadways, sidewalks, and trails shall comply with the design standards outlined in the City's Standard Technical Specifications and Drawings Manual, the City's Transportation Master Plan, and the City's Parks, Trails, Recreation, and Open Space Master Plan.
- d. City shall provide all public services to the Property (including, without limitation, sewer service, storm drain, road maintenance, snow removal, garbage removal etc.) and maintain the related improvements, including roads, that are specifically intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet the standards set forth in the City's Standard Technical Specifications and Drawings Manual effective as of the date of recordation of an individual plat.

10. Parks, Trails, and Open Space Improvements.
 - a. Per the requirements of the Community Plan and any Village Plan submitted pursuant to paragraph 18 below or Chapter 19.26, Developer shall be responsible to develop and, in some cases, dedicate to public use certain parks, trails, and open space in an amount and in the location as specified in the Community Plan and any subsequent Village Plans. Subsequent Village Plans shall be consistent with the Community Plan.
 - b. Subsequent Village Plans shall specify maintenance obligations of the parks, trails, and open space. For open space that City is not specifically required to maintain per the applicable Village Plan, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities of such parks, trails, and open space, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the parks, trails, and open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance until assumption by a homeowners association.
11. As set forth in the approved Community Plan, some of the required parks, trails, and open space improvements are intended to be accessed by the public but installed by Developer and maintained by and dedicated to a homeowners association. For these improvements, Developer will be required to grant public access easements. With respect to the private trail systems and other private areas that are not shown as “public” or as “public access easements” on the approved Community Plan, Developer will not be required to grant public access easements. The City will be required to maintain the improvements and areas shown in the approved Community Plan to be maintained by the City upon Developer’s installation of such improvements, Developer’s dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations.
12. Street Lighting SID. At the time of plat recordation for each phase, the applicable Property shall be added to the City’s Street Lighting Special Improvement District (“SID”) for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not responsible for the installation of street lights but is responsible for the maintenance of all streetlights built in accordance with City standards. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements. The City shall not refuse to accept dedication of the street lighting improvements so long as they are constructed and installed in accordance with current City standards and the Property is included in the SID.

13. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required—in accordance with Section 19.26 of the City Code—to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements, unless otherwise provided by Chapter 10-9a of the Utah Code as amended. Each bond shall be posted prior to or concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies. Performance bonds shall be limited to 100% of the cost reasonably estimated by the City engineer of the specific improvement to which the bond relates.
14. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be determined at the time of plat recordation for each phase in accordance with City regulations.
15. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City (subject to Section 21 below) all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to the Community Plan, Village Plan(s), and this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney’s approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.
16. Sewer Fees. Timpanogos Special Service District (“TSSD”) requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.
17. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.

18. Community Plan Approval. Developer has submitted the Wildflower Community Plan. The Planning Commission has reviewed the Community Plan, held a public hearing, and submitted a recommendation to the City Council. The City Council has approved the Community Plan and finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as dictated in Section 19.26.07. More specific findings are contained in the written minutes and adopted findings and conditions of the Planning Commission attached hereto as Exhibit C; the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit D; and in the Report of Action and staff reports collectively attached hereto as Exhibit E. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits C, D and E.
19. Village Plan Approval. Pursuant to Chapter 19.26 of the Land Development Code, Developer shall be required to submit Village Plan(s) regarding development of the Property to be approved by the City Council after a recommendation from the Planning Commission. The City Council shall determine whether each Village Plan: (a) is consistent with the adopted Community Plan; (b) does not exceed the total number of equivalent residential units dictated in the adopted Community Plan; (c) for an individual plat, does not exceed the total number of equivalent residential units dictated in the adopted Community Plan unless transferred per the provisions of the Community Plan; (d) is consistent with the utility, infrastructure, and circulation plans of the Community Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts; (e) properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties; (f) contains the required elements as dictated in Chapter 19.26; and (g) contains the required application materials in Chapter 19.26. If the Village Plan meets these standards and the requirements in this Agreement, it shall be approved. Each Village Plan shall be recorded against the portion of the Property so affected.
20. Plat, Site Plan, or Development Plan Approval. Upon approval of a Village Plan and once the Developer is ready to proceed with preliminary plat or site plan submittal and approval for the subject phase/plat, Developer shall submit preliminary plat or site plan applications for portions of the Property covered by a Village Plan. Such applications shall include project plans and specifications (including site and building design plans)

(referred to in this Section 20 as “Plans”) for the portion of the Property being developed.

- a. In particular, such Plans shall meet the following requirements:
 - i. be in sufficient detail and contain the items required by the Land Development Code, to enable City to ascertain whether the project will be consistent with the Community Plan and applicable Village Plan(s) and in accordance with the terms and conditions of this Agreement;
 - ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
 - iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat and site plan approval process as set forth in adopted staff reports and official written minutes;
 - iv. comply with all City codes, ordinances, regulations, and standards that are not inconsistent with or superseded by this Agreement, the Community Plan or the approved Village Plan(s); and
 - v. comply with the Community Plan, and this Agreement including exhibits.

- b. Developer shall:
 - i. comply with the Community Plan, Village Plan(s), this Agreement including exhibits, and any conditions of approval set forth in Exhibits C, D, and E;
 - ii. comply with all City codes, ordinances, regulations, specifications, and standards that are not inconsistent with or superseded by this Agreement, the Community Plan or the approved Village Plan(s);
 - iii. record Covenants, Conditions, and Restrictions that substantially meet the requirements in Exhibit G;
 - iv. provide other information as City may reasonably request; and
 - v. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

- c. Standards for Approval; Conditions of Plat Approval. The City shall approve the Plans and Plats if such meet the standards and requirements enumerated herein and if, as determined by City, the Plans and Plats are consistent with the Community Plan and applicable Village Plan(s) and conform with City regulations. With respect to open space requirements, each plat/phase shall be approved so long as it conforms with the overall open space requirements of the Community Plan and Village Plan(s) and City regulations. Developer shall be required to proceed through the approval process as required in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording

fees, and comply with all City regulations.

- d. Commencement of Site Preparation. Notwithstanding anything to the contrary herein, Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Property such as aggregate (rock, sand or gravel) during the course of grading, excavation, and other ordinary and customary development processes for the Property, subject to the City regulations including excavation, grading, and stormwater regulations and permitting requirements. Such natural materials may be used and processed on-site in the construction of infrastructure, homes, or other buildings or improvements located on the Property if such materials meet City regulations pertaining to the use for such purposes. These materials may not be sold and/or hauled off-site for commercial uses in locations outside the Project. Further, the Developer must obtain all applicable excavation, grading, and storm water permits and comply with City regulations. The zoning for the Project shall not be construed to limit or restrict any such temporary development-related extraction and processing. Subject to the foregoing, Developer shall not commence construction of any project improvement on the Property with respect to a particular phase until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.
- e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the Project all at one time or in phases as allowed in the approved Village Plans and City regulations. Without limiting the generality of the foregoing, City acknowledges that Developer (and/or its successors and assigns) will develop the Property in phases. The parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors, which factors shall be determined by Developer in its reasonable business judgment.
- f. Changes to Project. Any amendments or modifications to the approved Community Plan or Village Plan(s) shall comply with the amendment process set forth in the Planned Community Zoning ordinance (see, e.g., Section 19.26.09(2) of the Land Development Code). To the extent Developer seeks to modify the Plans, and such modification does not require an amendment to the Village Plan, the following standards shall apply: No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building

area to be constructed on the portion of the Property being developed by more than ten (10) percent; or (ii) substantially changes the exterior appearance of the project; or (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimis; or (iv) increases the density as specified in the Community Plan; or (v) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics; or (vi) violates City regulations. Modifications to the Plans which do not constitute material modifications may be made without the consent of the City Council. The decision of whether a modification to the Plans is “material” shall be made by the City’s Planning Director (with the input of City staff). In the event of a dispute between Developer and City as to whether a proposed modification is “material,” no modification shall be made without express City approval. Modifications shall be approved by City staff if such proposed modifications are consistent with the City’s then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

21. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld, conditioned, or delayed, and shall be made in accordance with procedures applicable to the City’s Land Development Code, Community Plan, Village Plan(s), and City regulations.
22. Public Improvements; Proportionality Assessments. Notwithstanding anything contained in this Agreement to the contrary, for the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City shall be governed by the following standards regarding payment and reimbursement:
 - a. All on-site utilities and improvements that are not “system improvements” will be paid for by Developer without any rights of reimbursement. For purposes of this Agreement, the term "system improvements" shall mean and include improvements that are the subject of an impact fee facility plan, and any other improvement that is designed to provide service or capacity in excess of the minimum requirements necessary for this Project (i.e., designed to provide service or capacity to more than just this Project).
 - b. To the extent the City requires Developer to construct any system improvements (such as, without limitation, culinary waterlines, roads, sewer lines, and storm drainage improvements with capacity in excess of what is required to provide service to the Property), the City shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Property) in accordance with applicable State law. Developer shall reasonably mitigate the impacts of its development activities in accordance with the

applicable standards of State law.

- c. Prior to the construction of any system improvements, Developer and City shall enter into a reimbursement agreement addressing the amount, method, and timing for the City to reimburse Developer for the City's portion of the expenses for the system improvements. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate such system improvements as part of a funding plan if the improvements are not already the subject of the City's IFFPs. The term of each reimbursement agreement shall be set forth in the reimbursement agreement, and Developer's rights of reimbursement thereunder shall survive any termination or expiration of this Agreement. Developer shall not be required to construct any system improvements without a mutually-acceptable reimbursement agreement in place for such system improvements or mutually-acceptable impact fee credits. Reimbursements and impact fee credits shall be based on actual costs incurred for the subject system improvements, not on estimates or bids. If the parties cannot agree on the terms of a reimbursement agreement, Developer shall be allowed to proceed with construction of "project" sized improvements (i.e., minimum improvements necessary for this Project only) so that the Project will not be delayed.

The provisions of this Section 21 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law. The provisions of this Section 21 shall be administered and implemented by the City's staff with input and approval from the City engineer, the City attorney, and the City manager. The determinations of the size and design of improvements to be constructed, cost-sharing, or reimbursement for the same, and applicability of the standards described in this Section 21 shall be made on a phase-by-phase basis at the time of plat approval.

23. Termination of Agreement. The term of this Agreement shall commence on the Effective date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall be automatically extended for two additional periods of five (5) years each, so long as there are no existing defaults or breaches of this Agreement when the initial 10-year period (or first 5 year extension term, as applicable) expires. When public improvements have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements. The City and Developer may, but shall not be obligated to, execute a "Notice of Termination" to be recorded against such portion of the Property to which this Agreement no longer applies.

Furthermore, and notwithstanding anything to the contrary herein, this Agreement will terminate, and all rights associated with it, at the option of either the Developer or City, by providing written notice to the other parties, if the Developer is not able to complete the conveyance to UDOT of the portion of the Property identified in the Community Plan as the future Mountain View Corridor right of way property. In the event this Agreement is terminated pursuant to the preceding sentence, the Residential Property shall automatically revert to the R-3 zone.

24. Successors and Assigns.

- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If any portion of the Property is transferred (“Transfer”) to a third party (“Transferee”), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property as more fully set forth below in subsection 32.t.
- b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 24.a., a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer’s obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

25. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions the Developer or City, as applicable, shall be in default (“Default”) under this Agreement:
 - i. a warranty, representation, or statement made or furnished by Developer under this Agreement or exhibits is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement; or

iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 25.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

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

c. Breach of Agreement. Upon Default as set forth in subsections 25.a. and 24.b. above, City may declare the Developer to be in breach of this Agreement and City, until the breach has been cured by the Developer, may do any of the following: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

26. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction

done pursuant to this Agreement during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.

27. Creation of Wildflower Local District. Developer may request that City facilitate the creation of a local district relating to the Property (the “Wildflower Local District”). The Wildflower Local District, if created, is anticipated to be comprised of the Property and shall be created for the purpose of financing and construction of at least one (1) and up to four (4) services (to be determined by the Developer and the City), as permitted under Section 17B-1-202 of the Local District Act. The Wildflower Local District may finance, construct, dedicate, and convey to the City certain of the Public Infrastructure and Improvements required for the development of the Project. It is contemplated that all of the Public Infrastructure and Improvements financed and constructed by the Wildflower Local District shall be dedicated to the City, free and clear of all liens and encumbrances, and that the Developer may be granted Impact Fee credits, waivers, reimbursements, and so forth in consideration of its obligations to the Wildflower Local District. In its legislative discretion, the City Council may approve the creation of such Wildflower Local District so long as the District generates fees sufficient to cover all administrative costs incurred by the City.

28. Agricultural and Agricultural Related Uses of Property. Notwithstanding anything herein to the contrary, including the zoning and use provisions referred to herein and in the Community Plan, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Developer, and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property.

29. Entire Agreement. Except for the Ordinances and Community Plan, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
 - a. Exhibit A Property Description

- b. Exhibit B Community Plan
 - c. Exhibit C Planning Commission Written Minutes with Adopted Findings and Conditions
 - d. Exhibit D City Council Written Minutes with Adopted Findings and Conditions
 - e. Exhibit E Report of Action (with Staff Reports)
 - f. Exhibit F Design Guidelines
 - g. Exhibit G Covenants, Conditions, and Restrictions
 - h. Exhibit H Chapter 19.26
31. Federal and State Requirements. The Property may be located in areas with sensitive lands that are regulated by state and federal laws and covered by certain agreements between Developer and state/federal entities. Development of the property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables. City has the option, but not the obligation, to enforce such regulations.
32. General Terms and Conditions.
- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
 - b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.
 - c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
 - d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as are appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the lawful exercise of its rights under this section.
- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by each party. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of

operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage caused by Developer. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards. The foregoing provisions shall not apply with respect to any claims, damages, injuries or losses caused by the City or its employees or agents. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.

- o. Limitation on Damages. Any breach of this Agreement by the City shall not give rise to monetary damages, but shall be enforceable only by resort to an action for specific performance.
- p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) development of the Property is private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
- q. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer (or any one of them) to be in Default as provided in section 25 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any

remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

- s. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all rights, title, and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.
- u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of this Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

CITY:

Attest: City of Saratoga Springs, a political subdivision of the State of Utah

City Recorder By: _____
Jim Miller, Mayor

DEVELOPER:

Sunrise 3, LLC WFR 3, LLC
By: Sunrise 3 Managers, LLC, its Manager By: Sunrise 3 Managers, LLC, its Manager
By: _____ By: _____
Nathan Shipp, Manager Nathan Shipp, Manager

Tanuki Investments, LLC
By: _____
Name: _____
Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of February ___, 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of Sunrise 3, LLC.

Notary Public

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of WFR 3, LLC.

Notary Public

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by _____, as _____ of Tanuki Investments, LLC.

Notary Public

DRAFT

Exhibit Summary

- a. Exhibit A Property Description
- b. Exhibit B Community Plan
- c. Exhibit C Planning Commission Written Minutes with Adopted Findings and Conditions
- d. Exhibit D City Council Written Minutes with Adopted Findings and Conditions
- e. Exhibit E Report of Action (with Staff Reports)
- f. Exhibit F Design Guidelines
- g. Exhibit G Covenants, Conditions, and Restrictions
- h. Exhibit H Chapter 19.26 of the City Code

EXHIBIT A
Property Description

DRAFT

EXHIBIT B
Community Plan

EXHIBIT C
Planning Commission
Written Minutes with Adopted Findings and Conditions

DRAFT

EXHIBIT D
City Council Written Minutes with Adopted Findings and Conditions

EXHIBIT E
Report of Action (with Staff Reports)

DRAFT

EXHIBIT F
Design Guidelines

The Wildflower Community Plan contains general architectural and design standards, and the Village Plans contain specific unit styles with additional requirements in order to implement the standards of the Community Plan. All homes shall be subject to the design standards and guidelines outlined in the Community Plan and approved Village Plan(s).

Compliance with these standards will be verified by the Planning Department and in accordance with the Community Plan prior to issuance of a building permit. With respect to single family (including cluster) lots, the Planning Department shall accept as proof of meeting the design guidelines a letter from the Wildflower Design Review Committee (“WDRC”) indicating compliance, absent a determination in the reasonable opinion of the City Planning Department that the WDRC repeatedly and willfully disregards such design guidelines.

Exhibit G
Covenants, Conditions, and Restrictions

Concurrent with plat recordation or issuance of any building permit, covenants, conditions, and restrictions (“CCRs”) shall be recorded for the project which shall run with the land, unless such CCRs have already been recorded and meet the requirements of this exhibit. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

- A. establish a property owners association for the project;
- B. require the property owners associations to manage privately owned common areas within the project, including the collection of necessary management fees;
- C. limit occupancy in the project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;
- D. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in the City Code;
- E. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the property, including any dwelling unit within the project;
- F. require adoption of an enforcement policy that:
 - i. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and
 - ii. has penalties for non-compliance; and
- G. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City.

The special conditions set forth in this exhibit shall run with the land and shall survive the within Master Development Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may mutually elect to modify or remove the foregoing conditions on the Property. Modification or removal of any condition herein shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council.

Conditions C, D, and E above shall be included on each recorded plat for Property, including but not limited to any condominium plat, if requested to by the City.

Exhibit H
Chapter 19.26 of the City Code

DRAFT



Legacy Farms Village Plan 1 Plats 1A, 1B, 1C, 1D, and 1E Preliminary and Final Plats Thursday, February 12, 2015 Work Session

Report Date: Thursday, February 5, 2015
Applicant: D.R. Horton
Owner: Suburban Land Reserve
Location: SE corner intersection of Redwood and 400 south, extending to Saratoga Dr.
Major Street Access: Redwood Road and 400 South
Parcel Number(s) & Size: 66:058:0007, 176.44 acres; 58:041:0185, 5.497 acres
Total: 181.94 acres
Parcel Zoning: Planned Community (PC)
Adjacent Zoning: PC and Low Density Residential (R-3)
Current Use of Parcel: Agriculture
Adjacent Uses: Agriculture, Residential
Previous Meetings: None
Previous Approvals: Annexation Agreement (2010) Rezone to PC zone (2010) City Center District Area Plan (2010) Community Plan and Village Plan 1 (PC 6/12/2014 and CC 7/1/2014) Village Plans 2, 3, 4, and 5 (PC 12/11/2014 and CC 1/6/2015)
Type of Action: Administrative
Land Use Authority: City Council
Future Routing: City Council
Author: Kimber Gabryszak, Planning Director

A. EXECUTIVE SUMMARY

The applicants are requesting approval of preliminary and final plats for the first five subdivision phases of the Legacy Farms project. These five plats cover Village Plan 1, and contain a total of 256 single family and multi-family units.

Staff recommends that the Planning Commission review the plats and give feedback and comments on the plats, including any information or changes needed, in preparation for a future public hearing, to be scheduled after the applicants provide revised plats reflecting staff and Commission corrections.

B. BACKGROUND

The City Center District Area Plan (DAP) was approved in 2010 following annexation of just under 3000 acres into the City. As part of the annexation agreement and DAP, the 2883 acres is approved and vested for 16,000 residential units and 10,000,000 square feet of non-residential density:

Land Use Table

Type of Land Use	Quantity
Residential Housing	16,000 Units
Non-residential Area	10 million sq. ft.
Equivalent Residential Units	20,620 Units

(Note: the complete DAP can be found by visiting www.saratogaspringscity.com/planning then clicking on “Master Plans” and then “City Center District Area Plan.”)

1000 Equivalent Residential Units (ERUs) of residential density and 55 ERUs of non-residential density were approved and allocated to the Legacy Farms CP, broken down into five Village Plans:

VP 1 <i>Approved</i>	48.94 acres	Max 341 ERUs	All Residential
VP 2	42.58 acres	Max 281 ERUs	239 Residential, ~41 Non-Residential (school, church)
VP 3	40.03 acres	Max 318 ERUs	304 Residential, ~14 Non-Residential (church)
VP 4	28.11 acres	Max 173 ERUs	All Residential
VP 5	22.27 acres	Max 131 ERUs	All Residential (age-restricted community)
Total:	181.93	1244*	1189 Residential*, ~55 Non-Residential

Of the 1055 ERUs, a maximum of 341 residential units were approved within VP1; the next step in development of any units is approval of a subdivision plat or plats.

C. REVIEW

Place Type

The CP designates the entire ~182 acre Legacy Farms development as Traditional Neighborhood, which is described in the DAP as follows:

TRADITIONAL NEIGHBORHOOD

Range of Average Dwelling Units/Acre	5–32 du/ac
Range of Average FAR	0.47–1.04
Range of Open Space	18 - 24%

Open Space Types:

- Plaza
- Entrance park
- Pocket park
- Neighborhood park
- Community park
- Regional park
- School park
- Sports complex
- Special use
- Community garden
- Parkway (Boulevard)
- Greenway

Traditional neighborhoods in this district are medium-density residential areas typically comprised of many small lot single-family dwellings, some townhomes and small scale apartments. Houses in these neighborhoods are close enough to the street to encourage interaction among neighbors and create a “front porch” culture. Houses are closer together and on smaller lots than in a master planned subdivision. There are small neighborhood serving parks and connections to trails. Street connectivity is relatively favorable, allowing for a walkable environment and transit options. On-street parking slows traffic and creates a buffer between traffic and pedestrians on the sidewalks.

Density

The CP was approved with a maximum density of 1055 ERUs, with additional limits on a block-by-block basis. VP 1 assigned a maximum of 341 units to the plan, with additional limits on a more detailed block basis.

Unit / Products Types

VP 1 contains the following product types:

- 10,000 sq.ft. lots
- 8,000 sq.ft. lots
- 6,000 sq.ft. lots
- Rear-Loaded and Front-Loaded Cottage Lots
- Rear-Loaded Townhomes
- Shared Lane Townhomes
- Twin Home Lots

D. SPECIFIC REQUESTS

The application contains preliminary and final plats for a total of 256 units, which is below the potential maximum of 341 approved in VP 1. The 256 units are broken down into five plats, outlined below.

Plat 1-A:

- 17 single-family lots
- Product type:
 - 10,000 sq.ft. lots (minimum 9000 sq.ft.) = 17
- 2 HOA / Open Space lots

Plat 1-B:

- 40 single-family lots
- Product type:
 - 10,000 sq.ft. lots (minimum 9000 sq.ft.) = 10
 - 9,000 sq.ft. lots (minimum 7200 sq.ft.) = 30
- 3 Open Space Parcels

Plat 1-C:

- 37 single-family lots
- Product type:
 - 6,000 sq.ft. lots (minimum 5100 sq.ft.) = 27
 - Cottage lots (minimum 3400 sq.ft.) = 10
- 2 Open Space Lots

Plat 1-D:

- 78 single-family and multi-family lots
- Product type:
 - Rear-Loaded Cottage Lots (minimum 3400 sq.ft.) = 10
 - Shared-Lane Townhomes = 38
 - Rear-Loaded townhomes = 30
- 3 Open Space lots

Plat 1-E:

- 84 single-family and multi-family lots

- Product type:
 - Front-Loaded Cottage Lots (minimum 3400 sq.ft.) = 20
 - Shared-Lane Townhomes = 60
 - Twin Home Lots = 4
- 2 Open Space lots

E. COMMUNITY REVIEW

This item is a work session, so no mailed or published notice was required. Future public hearings are scheduled and will be noticed at a later date.

F. GENERAL PLAN

The General Plan Land Use map identifies this area as Planned Community, which states:

k. Planned Community. The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The 2883 acre DAP was approved in 2010 in compliance with the General Plan and the intent of the Planned Community designation. Multi-family development was also approved as part of the DAP, and was therefore vested prior to Proposition 6, which limited some types of future multi-family housing.

The CP and VP 1 was approved in 2014 and found to be in compliance with the DAP; the CP includes trail connections and parks in compliance with the related master plans. Both are consistent with the General Plan.

G. CODE CRITERIA

The property is zoned PC, and is subject to the standards and requirements in Section 19.26 of the Code, and its several sub-sections.

19.26.04 – Uses Permitted within a Planned Community District

- The application includes multi-family and single family homes, , parks, and trails. All of these uses are permitted in the PC zone and are subject to the more specific criteria in the CP and VP 1.

Village Plan 1

Lot sizes, lot frontages, lot widths, and setbacks are identified in VP 1 on a product-type basis. The applicable pages from VP 1 for each product type contained in the proposed plats are attached.

Staff has provided the applicant with corrections to meet the requirements of VP 1, including but not limited to the list below. A more thorough analysis will be provided for the public hearing.

- Provide data tables for each plat, including: number of lots, percentage and acreage of open space, product type and number of each type
- Place labels on lots to correspond with related product type in VP 1
- Provide labels on “typical setback” graphics, as the orientation is not consistent and the graphic unclear. Staff has not yet verified full compliance due to the needed updates.
- Clear view triangles are not protected on corner lots; setbacks must be revised.
- Place a development restriction label on open space lots to prevent confusion and attempts to develop as residential lots.
- Label tangent line for lot width measurement on corner lots.
- Update owners’ dedication to match City standard plat.
- Verify 20’ driveways or provision of guest parking.
- Provide amenities in pocket parks.

Floodplain

A portion of the proposed development is currently in an identified floodplain. The applicants have submitted an application to FEMA for revision to the floodplain maps, based upon infrastructure designed to channel floodwaters and protect the development area.

Until the floodplain map is revised, the applicants cannot move forward with development of lots in the identified floodplain. If the applicants desire to record and develop lots in the floodplain prior to map revision, it is possible, however revised construction drawings showing flood mitigation and other increased standards will be required. Recordation of these lots will be conditional upon FEMA map revision, or upon construction plans showing updated improvements.

If the applicants do not desire to move forward on floodplain lots until after map revision, they may still record and build the portions of the development that are outside of the identified floodplain in the meantime.

H. Recommendation and Alternatives:

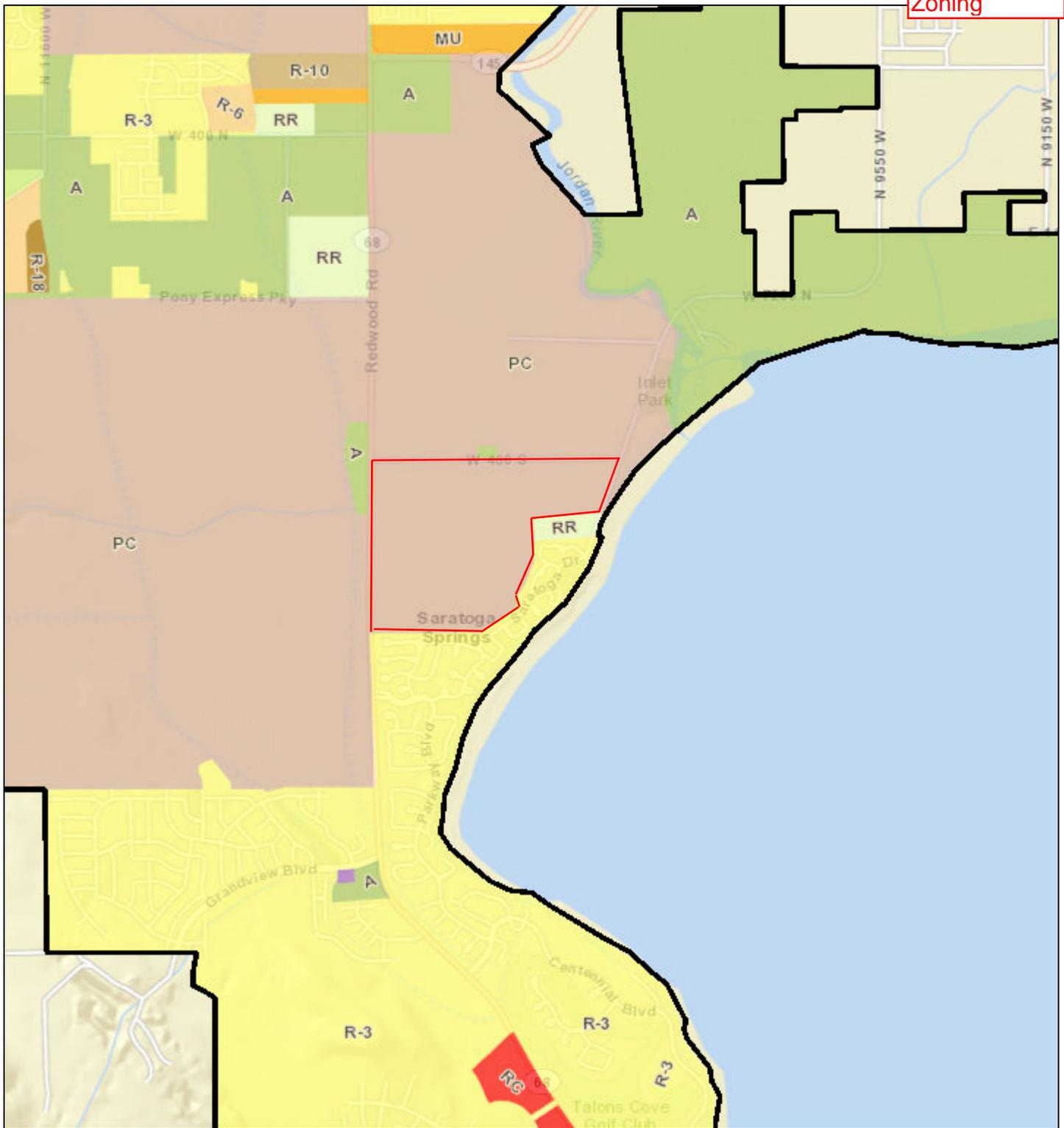
Staff recommends that the Planning Commission review the plats and give feedback and comments on the plats, including any information or changes needed, in preparation for a future public hearing, currently tentatively scheduled for February 26, 2015.

I. Attachments:

- | | |
|---|---------------|
| 1. Location & Zone Map | (page 6) |
| 2. Aerial Photo | (page 7) |
| 3. Approved CP Layout | (page 8) |
| 4. Approved VP 1 Layout & Conceptual Lotting Plan | (pages 9-10) |
| 5. Plat 1-A | (pages 11-12) |
| 6. Plat 1-B | (pages 13) |
| 7. Plat 1-C | (page 14) |
| 8. Plat 1-D | (pages 15-16) |
| 9. Plat 1-E | (pages 17-18) |
| 10. Overall and Sample Landscaping | (pages 18-20) |
| 11. Product Type Pages from VP 1 | (pages 21-30) |
| 12. Complete VP 1: www.saratogaspringscity.com/planning , then “Pending Applications” | |

Zoning & Planning

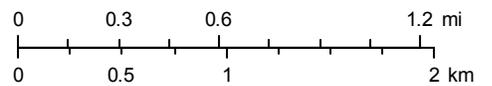
Attachment 1
Zoning



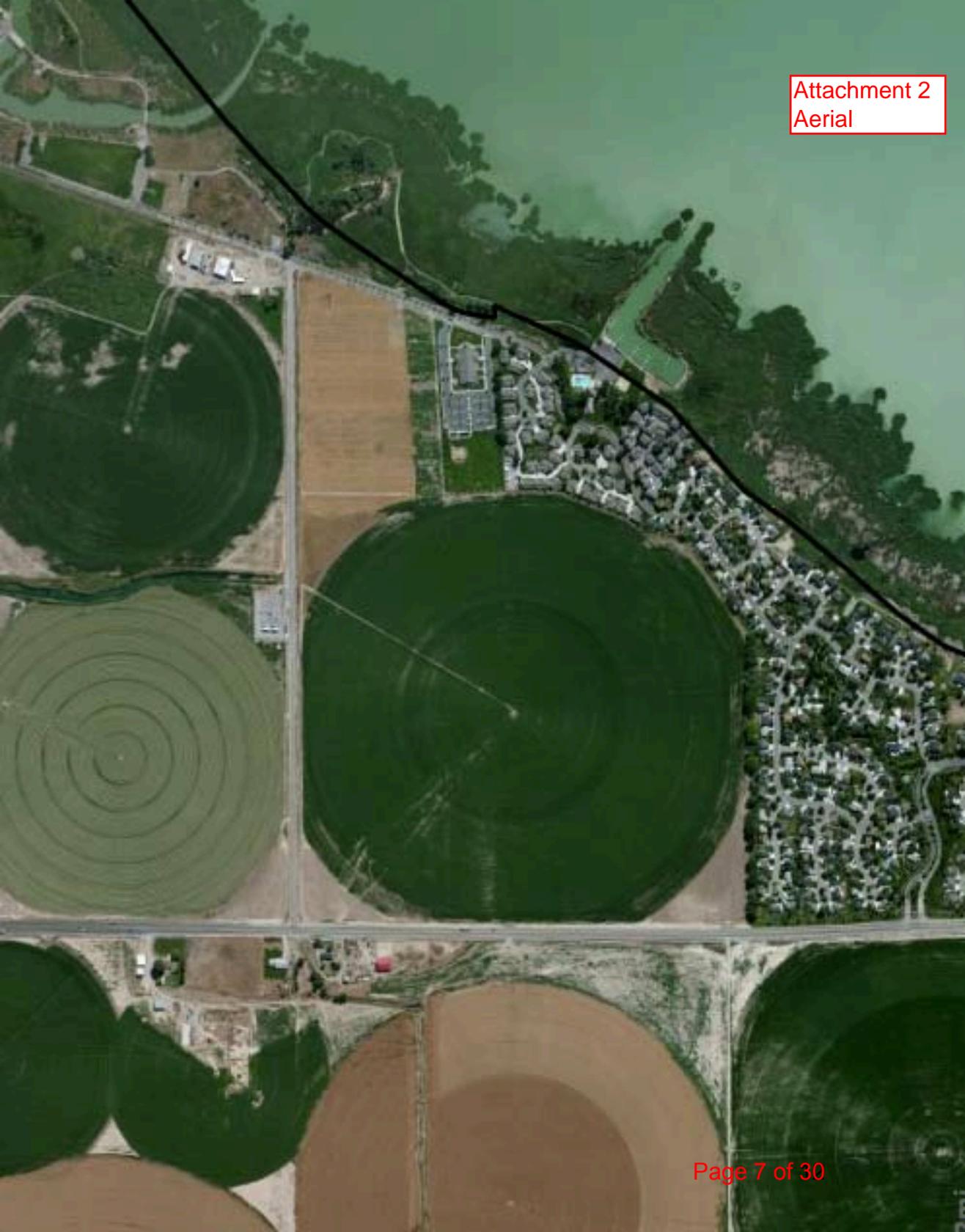
February 11, 2014

 City Boundary

1:36,112



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013





BT	Area (181.9 sq.)	ERU
BT-1	24.3	13.4
BT-2	37.5	20.6
BT-3	47.9	26.3
BT-4	22.5	12.3
CHURCH	17.9	9.9
COMMUNITY OFFICE	14.0	7.7
COMMUNITY PARK	17.8	9.8

N

D

18 - 24

S

C

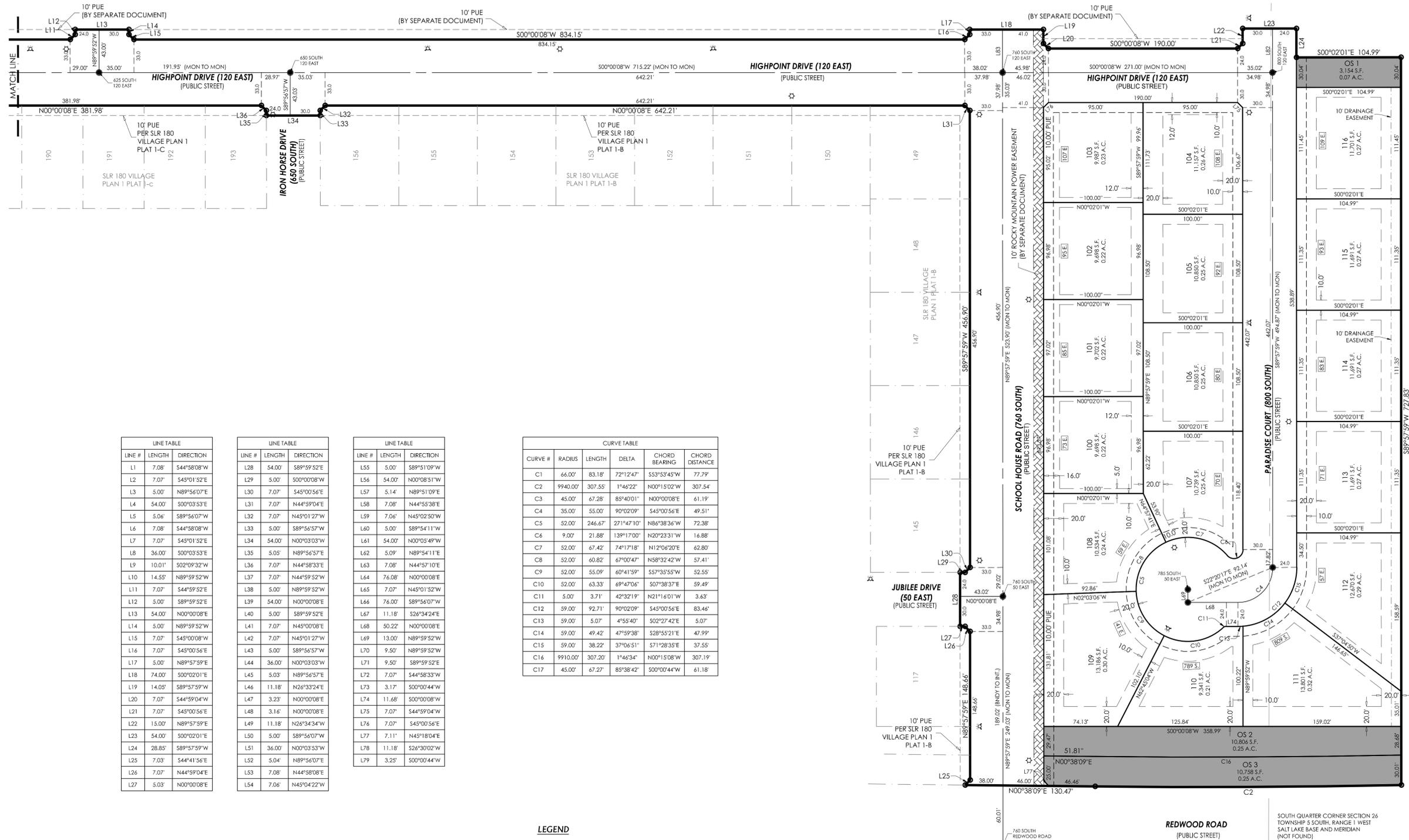
D

A

P

SLR 180 VILLAGE PLAN 1 PLAT 1-A

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, AND PORTIONS OF THE
NORTHEAST QUARTER OF SECTION 35
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



LINE #	LENGTH	DIRECTION
L1	7.08'	S44°58'08"W
L2	7.07'	S45°01'52"E
L3	5.00'	N89°56'07"E
L4	54.00'	S00°03'53"E
L5	5.06'	S89°56'07"W
L6	7.08'	S44°58'08"W
L7	7.07'	S45°01'52"E
L8	36.00'	S00°03'53"E
L9	10.01'	S02°09'32"W
L10	14.55'	N89°59'52"W
L11	7.07'	S44°59'52"E
L12	5.00'	S89°59'52"E
L13	54.00'	N00°00'08"E
L14	5.00'	N89°59'52"W
L15	7.07'	S45°00'08"W
L16	7.07'	S45°00'56"E
L17	5.00'	N89°57'59"E
L18	74.00'	S00°02'01"E
L19	14.05'	S89°57'59"W
L20	7.07'	S44°59'04"W
L21	7.07'	S45°00'56"E
L22	15.00'	N89°57'59"E
L23	54.00'	S00°02'01"E
L24	28.85'	S89°57'59"W
L25	7.03'	S44°41'56"E
L26	7.07'	N44°59'04"E
L27	5.03'	N00°00'08"E

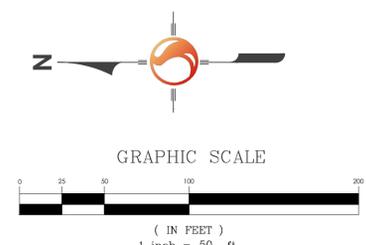
LINE #	LENGTH	DIRECTION
L28	54.00'	S89°59'52"E
L29	5.00'	S00°00'08"W
L30	7.07'	S45°00'56"E
L31	7.07'	N44°59'04"E
L32	7.06'	N45°01'27"W
L33	5.00'	S89°56'57"W
L34	54.00'	N00°03'03"W
L35	5.05'	N89°56'57"E
L36	7.07'	N44°58'33"E
L37	7.07'	N44°59'52"W
L38	5.00'	N89°59'52"W
L39	54.00'	N00°00'08"E
L40	5.00'	S89°59'52"E
L41	7.07'	N45°00'08"E
L42	7.07'	N45°01'27"W
L43	5.00'	S89°56'57"W
L44	36.00'	N00°03'03"W
L45	5.03'	N89°56'57"E
L46	11.18'	N26°33'24"E
L47	3.23'	N00°00'08"E
L48	3.16'	N00°00'08"E
L49	11.18'	N26°33'34"W
L50	5.00'	S89°56'07"W
L51	36.00'	N00°03'53"W
L52	5.04'	N89°56'07"E
L53	7.08'	N44°58'08"E
L54	7.06'	N45°04'22"W

LINE #	LENGTH	DIRECTION
L55	5.00'	S89°51'09"W
L56	54.00'	N00°00'08"W
L57	5.14'	N89°51'09"E
L58	7.08'	N44°55'38"E
L59	7.06'	N45°02'50"W
L60	5.00'	S89°54'11"W
L61	54.00'	N00°05'49"W
L62	5.09'	N89°54'11"E
L63	7.08'	N44°57'10"E
L64	76.08'	N00°00'08"E
L65	7.07'	N45°01'52"W
L66	76.00'	S89°56'07"W
L67	11.18'	S26°34'24"E
L68	50.22'	N00°00'08"E
L69	13.00'	N89°59'52"W
L70	9.50'	N89°59'52"W
L71	9.50'	S89°59'52"E
L72	7.07'	S44°58'33"W
L73	3.17'	S00°00'44"W
L74	11.68'	S00°00'08"W
L75	7.07'	S44°59'04"W
L76	7.07'	S45°00'56"E
L77	7.11'	N45°18'04"E
L78	11.18'	S26°30'02"W
L79	3.25'	S00°00'44"W

CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	66.00'	83.18'	72°12'47"	S53°53'45"W	77.79'
C2	9940.00'	307.55'	1°46'22"	N00°15'02"W	307.54'
C3	45.00'	67.28'	85°40'01"	N00°00'08"E	61.19'
C4	35.00'	55.00'	90°02'09"	S45°00'56"E	49.51'
C5	52.00'	246.67'	271°47'10"	N86°38'36"W	72.38'
C6	9.00'	21.88'	139°17'00"	N20°23'31"W	16.88'
C7	52.00'	67.42'	74°17'18"	N12°04'20"E	62.80'
C8	52.00'	60.82'	67°00'47"	N58°32'42"W	57.41'
C9	52.00'	55.09'	60°41'59"	S57°35'55"W	52.55'
C10	52.00'	63.33'	69°47'06"	S07°38'37"E	59.49'
C11	5.00'	3.71'	42°32'19"	N21°16'01"W	3.63'
C12	59.00'	92.71'	90°02'09"	S45°00'56"E	83.46'
C13	59.00'	5.07'	4°55'40"	S02°27'42"E	5.07'
C14	59.00'	49.42'	47°59'38"	S28°55'21"E	47.99'
C15	59.00'	38.22'	37°06'51"	S71°28'35"E	37.55'
C16	9910.00'	307.20'	1°46'34"	N00°15'08"W	307.19'
C17	45.00'	67.27'	85°38'42"	S00°00'44"W	61.18'

LEGEND

- SUBDIVISION BOUNDARY
- PUBLIC UTILITY EASEMENT
- LOT LINE
- BUILDING SETBACK
- SECTION LINE
- FLOOD PLAN
- FOUND SECTION CORNER
- SUBDIVISION BOUNDARY CORNER
- STREET MONUMENT
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- OPEN SPACE LOTS (OS)
- PRIVATE AREAS
- LIMITED COMMON AREAS
- COMMON AREAS
- ROCKY MOUNTAIN POWER EASEMENT (BY SEPARATE DOCUMENT)



SHEET
2 OF 2

Stantec

3995 S 700 E STE. 300
SARATOGA CITY, UT
84107-2540
T: 801.261.0090
F: 801.266.1671

Page 12 of 30

SLR 180 VILLAGE PLAN 1 PLAT 1-D

AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

Attachment 8

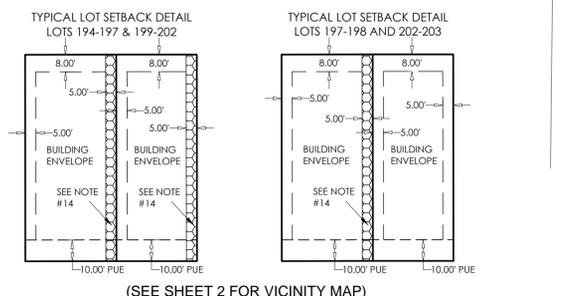
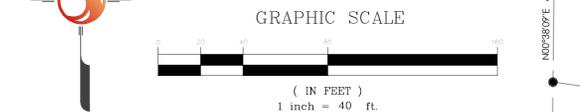
PLAT NOTES

- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL.
- FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
- THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
- PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
- BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
- ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
- THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
- ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFICS OTHERWISE ON EACH IMPROVEMENT.
- ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
- IF SUBDIVISION HAS PRIVATE STREETS, PLAT MUST DESIGNATE STREET AS "PRIVATE" AND INCLUDE STATEMENT "NO CITY MAINTENANCE IS PROVIDED ON PRIVATE STREET".
- IF CONDO OR HOA ASSOCIATION IS INVOLVED PLAT MUST INCLUDE STATEMENT "LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S".
- ALL OPEN SPACE (OS) LOTS, COMMON AND LIMITED COMMON AREAS ARE CITY AND PUBLIC UTILITY EASEMENTS AND SUBJECT TO DRAINAGE EASEMENTS.
- ALL PRIVATE STREETS HAVE SHALLOW SEWER. REFER TO CONSTRUCTION DRAWINGS FOR INFORMATION.
- LOTS 194-197 AND 199-202, INCLUSIVE, ARE SUBJECT TO A NON-EXCLUSIVE, PERPETUAL USE EASEMENT AS DEPICTED IN THE DETAIL BELOW, FOR THE FOLLOWING PURPOSES: (1) P.U.E. AND (2) INGRESS/EGRESS FOR THE OWNER OF THE ADJOINING LOT FROM TIME TO TIME TO REPAIR AND MAINTAIN THE EXTERIOR OF THE ADJOINING RESIDENCE/LOT.

HOA WILL OWN LOTS:
OS 10
OS 11
OS 12

LEGEND

	SUBDIVISION BOUNDARY		OPEN SPACE LOTS (OS)
	PUBLIC UTILITY EASEMENT		PRIVATE AREAS
	LOT LINE		LIMITED COMMON AREAS
	BUILDING SETBACK		COMMON AREAS
	SECTION LINE		PERPETUAL USE EASEMENT (NOTE #14)
	FLOOD PLAN		
	FOUND SECTION CORNER		
	SUBDIVISION BOUNDARY CORNER		
	STREET MONUMENT		
	PROPOSED STREET LIGHT		
	PROPOSED FIRE HYDRANT		



BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(E).

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
Approved this _____ day of _____ A.D. 20____.	Approved this _____ day of _____ A.D. 20____.
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	CENTURY LINK
Approved this _____ day of _____ A.D. 20____.	Approved this _____ day of _____ A.D. 20____.
COMCAST CABLE TELEVISION	CENTURY LINK

3995 S 700 E STE. 300
SALT LAKE CITY, UT
84107-2540
T: 801.261.0090
F: 801.266.1671



SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that I am a duly Licensed Professional Land Surveyor, License No. 161226, and that the foregoing plat is a true and correct copy of the original as shown to me by the owner of the land described herein, and that the same has been prepared in accordance with the laws and rules of the State of Utah.

BOUNDARY DESCRIPTION

A beginning at a point which is S00°33'28"W 573.24 feet, along the Section Line, and West 1950.12 feet from the East Quarter Corner of said Section 26, and running thence S00°08'51"E 54.00 feet; thence N89°51'09"E 5.00 feet; thence S45°04'22"E 7.06 feet; thence S00°00'08"W 204.76 feet; thence S44°58'08"W 7.08 feet; thence S89°56'07"W 5.04 feet; thence S00°03'53"E 36.00 feet; thence N89°56'07"E 5.00 feet; thence S25°34'34"E 11.18 feet; thence S00°00'08"W 3.16 feet; thence Southerly 67.28 feet along the arc of a 45.00 foot radius curve to the left, chord bears S00°00'08"W 61.19 feet; thence S00°00'08"W 3.23 feet; thence S26°33'24"W 11.18 feet; thence S89°56'57"W 5.03 feet; thence S00°03'03"E 36.00 feet; thence N89°56'57"E 5.00 feet; thence S45°01'27"E 7.07 feet; thence S00°00'08"W 204.02 feet; thence S45°00'08"W 7.07 feet; thence N89°59'52"W 454.90 feet; thence S00°00'08"W 59.17 feet; thence S00°00'08"W 61.00 feet; thence S00°00'08"W 61.00 feet; thence S29°12'48"W 56.88 feet; thence N89°59'52"W 156.89 feet; thence N00°38'09"E 453.18 feet; thence N89°50'18"E 126.32 feet; thence Northwesterly 20.35 feet along the arc of a 60.00 foot radius curve to the right, chord bears N09°52'47"W 20.26 feet; thence N00°09'42"W 4.00 feet; thence N89°50'18"E 54.00 feet; thence S00°09'42"E 5.00 feet; thence S45°09'16"E 7.07 feet; thence N89°51'09"E 145.02 feet; thence N00°08'51"W 12.50 feet; thence N89°51'09"E 29.00 feet; thence S00°08'51"E 12.50 feet; thence N89°51'09"E 125.00 feet; thence N00°08'51"W 12.50 feet; thence N89°51'09"E 29.00 feet; thence S00°08'51"E 12.50 feet; thence N89°51'09"E 139.85 feet to the Point of Beginning.

DATE _____
GREGORY A. CATES
P.L.S. 161226

OWNER'S DEDICATION

I, _____ do hereby dedicate to the City of Saratoga Springs, Utah, the following described land for public use as a _____.

SLR 180 VILLAGE PLAN 1 PLAT 1-D

AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

AD 20____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
On the _____ day of _____ A.D. 20____ personally appeared before me, _____, who being duly sworn or affirmed, did say that he/she is the _____ of _____ and that the within owner's dedication was signed by him/her in behalf of the said corporation by authority of its bylaws, or Board of Directors, and that said corporation executed the same.

APPROVAL BY LEGISLATIVE BODY

The City Council of Saratoga Springs, Utah, on this _____ day of _____ A.D. 20____, approved the foregoing plat and the same is hereby approved and recorded.

SLR 180 VILLAGE PLAN 1 PLAT 1-D

AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

PLAT NO.	1862011145	DATE	12/17/14
PROJECT	SLR 180 VILLAGE PLAN 1 PLAT 1-D	DATE	12/17/14
DESIGNER	JRJ	DATE	1/16/15
CHECKER	GAC	DATE	1/16/15
DATE		DATE	

SARATOGA SPRINGS FIRE CHIEF
Approved by the Fire Chief on this _____ day of _____ A.D. _____
CITY FIRE CHIEF

PLANNING COMMISSION REVIEW
Reviewed by the Planning Commission on this _____ day of _____ A.D. _____
CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS CITY ENGINEER
Approved by the City Engineer on this _____ day of _____ A.D. _____
CITY ENGINEER

SARATOGA SPRINGS ATTORNEY
Approved by the Saratoga Springs Attorney on this _____ day of _____ A.D. _____
SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE
Approved by the Post Office Representative on this _____ day of _____ A.D. _____
LEHI CITY POST OFFICE REPRESENTATIVE

SURVEYOR'S SEAL
GREGORY A. CATES
P.L.S. 161226
STATE OF UTAH

NOTARY PUBLIC'S SEAL

CITY ENGINEER'S SEAL

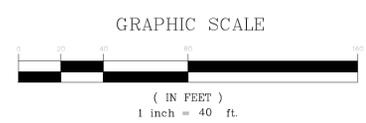
CLERK-RECORDER SEAL

SHEET
1 OF 2

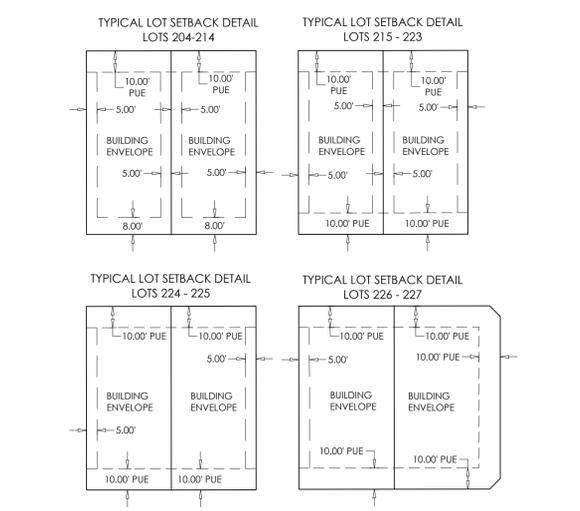
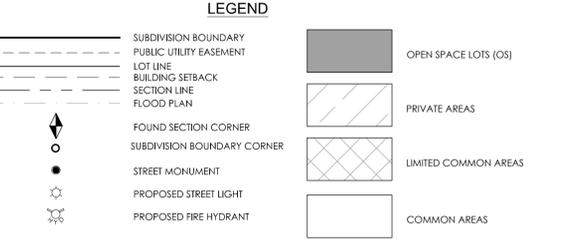
SLR 180 VILLAGE PLAN 1 PLAT 1-E AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Attachment 9



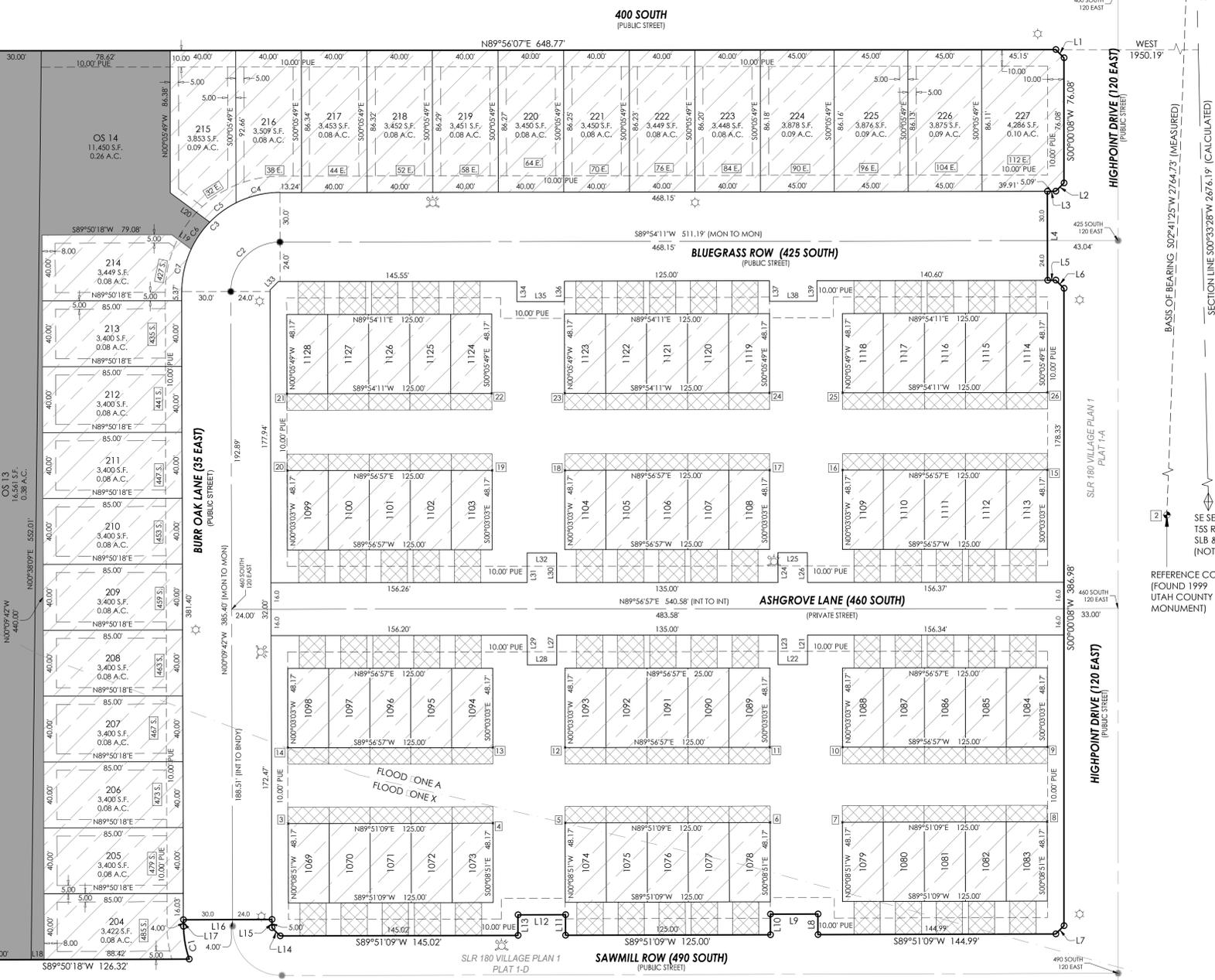
- PLAT NOTES**
- PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL.
 - FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
 - THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
 - PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
 - BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
 - ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
 - THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
 - ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIED OTHERWISE ON EACH IMPROVEMENT.
 - ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
 - IF SUBDIVISION HAS PRIVATE STREETS, PLAT MUST DESIGNATE STREET AS "PRIVATE" AND INCLUDE STATEMENT "NO CITY MAINTENANCE IS PROVIDED ON PRIVATE STREETS."
 - IF CONDO OR HOA ASSOCIATION IS INVOLVED PLAT MUST INCLUDE STATEMENT "LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&RS".
 - ALL OPEN SPACE (OS) LOTS, COMMON AND LIMITED COMMON AREAS ARE CITY AND PUBLIC UTILITY EASEMENTS AND SUBJECT TO DRAINAGE EASEMENTS.
 - ALL PRIVATE STREETS HAVE SHALLOW SEWER. REFER TO CONSTRUCTION DRAWINGS FOR INFORMATION.



(SEE SHEET 2 FOR VICINITY MAP)

BY SIGNING THIS PLAT, THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD; (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES; (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9A-603(4)(I).

<p>QUESTAR GAS COMPANY</p> <p>Approved this _____ day of _____ A.D. 20____.</p> <p>QUESTAR GAS COMPANY</p>	<p>ROCKY MOUNTAIN POWER</p> <p>Approved this _____ day of _____ A.D. 20____.</p> <p>ROCKY MOUNTAIN POWER</p>
<p>COMCAST CABLE TELEVISION</p> <p>Approved this _____ day of _____ A.D. 20____.</p> <p>COMCAST CABLE TELEVISION</p>	<p>CENTURY LINK</p> <p>Approved this _____ day of _____ A.D. 20____.</p> <p>CENTURY LINK</p>



HOA WILL OWN LOTS
OS 13
OS 14

SURVEYOR'S CERTIFICATE

I, Gregory A. Cates, do hereby certify that the above described land is the property of the State of Utah, and that the same is being surveyed and platted for the purpose of subdividing the same into lots, and that the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code, and that the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code, and that the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code.

BOUNDARY DESCRIPTION

A Beginning at a point which is S00°33'28"W 36.14 feet, along the Section Line, and West 1950.19 feet from the East Quarter Corner of said Section 26, and running S45°01'52"E 7.07 feet; thence S00°00'08"W 76.08 feet; thence S44°57'10"W 7.08 feet; thence S89°54'11"W 5.09 feet; thence S00°05'49"E 54.00 feet; thence N89°54'11"E 5.00 feet; thence S45°02'50"E 7.06 feet; thence S00°00'08"W 386.98 feet; thence S44°55'38"W 7.08 feet; thence S89°51'09"W 144.99 feet; thence N00°08'51"W 12.50 feet; thence S89°51'09"W 29.00 feet; thence S00°08'51"E 12.50 feet; thence S89°51'09"W 125.00 feet; thence N00°08'51"W 12.50 feet; thence S89°51'09"W 29.00 feet; thence S00°08'51"E 12.50 feet; thence S89°51'09"W 145.02 feet; thence N45°09'16"W 7.07 feet; thence S00°09'42"W 5.00 feet; thence S89°50'18"W 54.00 feet; thence S00°09'42"E 4.00 feet to the arc of a 60.00 foot radius; thence S00°09'42"E 20.26 feet; thence S89°50'18"W 126.32 feet; thence N00°38'09"E 552.06 feet; thence N89°56'07"E 648.77 feet to the Point of Beginning.

DATE _____

GREGORY A. CATES
P.L.S. 161226

OWNER'S DEDICATION

I, Gregory A. Cates, do hereby dedicate to the State of Utah, the above described land, and the same is being surveyed and platted for the purpose of subdividing the same into lots, and that the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code, and that the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code.

**SLR 180 VILLAGE PLAN 1 PLAT 1-E
AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION**

AD 20____

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }

On the _____ day of _____ A.D. 20____ personally appeared before me, _____, who being duly sworn or affirmed, did say that he/she is the _____ of _____ and that the within owner's dedication was signed by him/her in behalf of the said corporation by authority of its bylaws, or Board of Directors, and that said corporation executed the same.

APPROVAL BY LEGISLATIVE BODY

The City Council of Saratoga Springs, Utah, do hereby approve the above described plat, and the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code, and that the same is being surveyed and platted in accordance with the provisions of the Utah Subdivision Map Act, Chapter 22, Utah Code.

_____, A.D. 20____

**SLR 180 VILLAGE PLAN 1 PLAT 1-E
AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION**

LOCATED IN THE THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

3995 S 700 E STE. 300
SARATOGA, UT
84107-2540
T: 801.261.0090
F: 801.266.1671

PROJECT NO. 1862011145	DATE 12/19/14
PROJECT NAME SLR 180 VILLAGE PLAN 1 PLAT 1-E	DATE 12/19/14
PROJECT LOCATION SARATOGA SPRINGS, UT	DATE 12/19/14
PROJECT TYPE RESIDENTIAL	DATE 12/19/14
PROJECT STATUS IN PROGRESS	DATE 12/19/14
PROJECT OWNER QUESTAR GAS COMPANY	DATE 12/19/14
PROJECT DESIGNER GREGORY A. CATES	DATE 12/19/14
PROJECT CHECKER GREGORY A. CATES	DATE 12/19/14
PROJECT APPROVER GREGORY A. CATES	DATE 12/19/14
PROJECT DATE 12/19/14	DATE 12/19/14

SARATOGA SPRINGS FIRE CHIEF

Approved by the Fire Chief on this _____ day of _____ A.D. _____

CITY FIRE CHIEF

PLANNING COMMISSION REVIEW

Reviewed by the Planning Commission on this _____ day of _____ A.D. _____

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS CITY ENGINEER

Approved by the City Engineer on this _____ day of _____ A.D. _____

CITY ENGINEER

SARATOGA SPRINGS ATTORNEY

Approved by the Saratoga Springs Attorney on this _____ day of _____ A.D. _____

SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE

Approved by the Post Office Representative on this _____ day of _____ A.D. _____

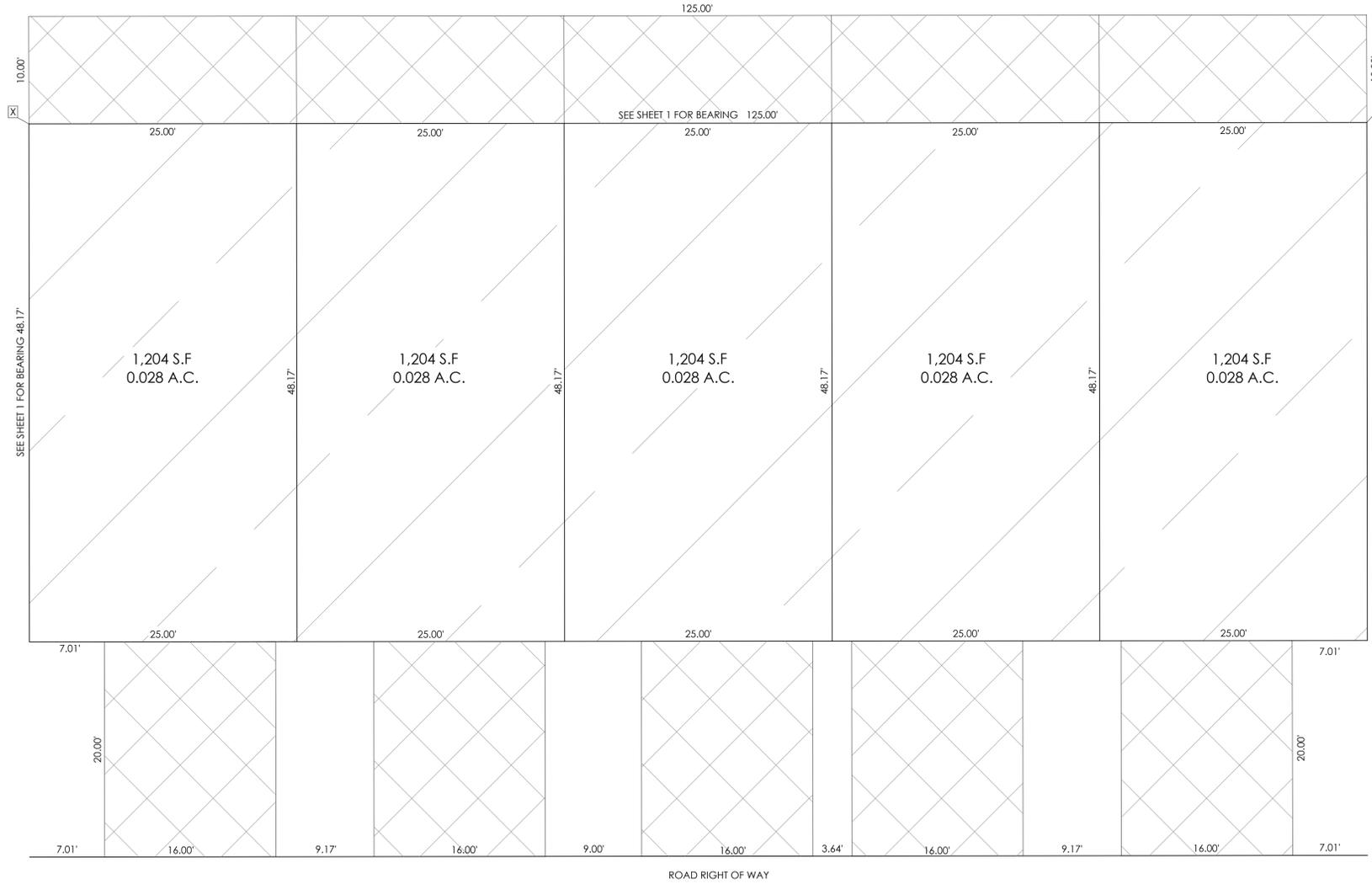
LEHI CITY POST OFFICE REPRESENTATIVE

SHEET 1 OF 2

SLR 180 VILLAGE PLAN 1 PLAT 1-E

AMENDING PARCEL NO. 2, SARATOGA DRIVE CHURCH SUBDIVISION

THE SOUTHEAST QUARTER OF SECTION 26
TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



5 PLEX
LOTS 1069-1073
LOTS 1074-1078
LOTS 1079-1083
LOTS 1084-1088
LOTS 1089-1093
LOTS 1094-1098
LOTS 1099-1103
LOTS 1104-1108
LOTS 1109-1113
LOTS 1114-1118
LOTS 1119-1123
LOTS 1124-1128

POINT TABLE		
POINT #	NORTHING	EASTING
1	7,298,230.33	1,527,048.70
2	7,295,468.59	1,526,918.95
3	7,297,724.09	1,524,629.95
4	7,297,724.41	1,524,754.95
5	7,297,724.53	1,524,798.98
6	7,297,724.85	1,524,923.98
7	7,297,724.96	1,524,967.97
8	7,297,725.29	1,525,092.97
9	7,297,770.61	1,525,093.14
10	7,297,770.50	1,524,968.14
11	7,297,770.46	1,524,923.87
12	7,297,770.35	1,524,798.87
13	7,297,770.31	1,524,754.83
14	7,297,770.20	1,524,629.83
15	7,297,938.95	1,525,093.09
16	7,297,938.84	1,524,968.09
17	7,297,938.80	1,524,923.73
18	7,297,938.69	1,524,798.73
19	7,297,938.65	1,524,754.46
20	7,297,938.54	1,524,629.46
21	7,297,985.15	1,524,629.21
22	7,297,985.36	1,524,754.21
23	7,297,985.44	1,524,798.68
24	7,297,985.65	1,524,923.68
25	7,297,985.72	1,524,968.14
26	7,297,985.94	1,525,093.14

PARCEL / ADDRESS TABLE			
PARCEL #	AREA	ACRES	ADDRESS
1069	1.204	0.03	42 E. SAWMILL ROW
1070	1.204	0.03	46 E. SAWMILL ROW
1071	1.204	0.03	50 E. SAWMILL ROW
1072	1.204	0.03	54 E. SAWMILL ROW
1073	1.204	0.03	56 E. SAWMILL ROW
1074	1.204	0.03	68 E. SAWMILL ROW
1075	1.204	0.03	72 E. SAWMILL ROW
1076	1.204	0.03	76 E. SAWMILL ROW
1077	1.204	0.03	80 E. SAWMILL ROW
1078	1.204	0.03	84 E. SAWMILL ROW
1079	1.204	0.03	96 E. SAWMILL ROW
1080	1.204	0.03	100 E. SAWMILL ROW
1081	1.204	0.03	104 E. SAWMILL ROW
1082	1.204	0.03	108 E. SAWMILL ROW
1083	1.204	0.03	112 E. SAWMILL ROW
1084	1.204	0.03	113 E. ASHGROVE LANE
1085	1.204	0.03	109 E. ASHGROVE LANE
1086	1.204	0.03	105 E. ASHGROVE LANE
1087	1.204	0.03	101 E. ASHGROVE LANE
1088	1.204	0.03	97 E. ASHGROVE LANE

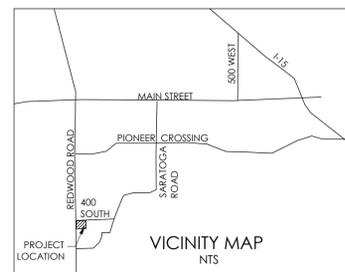
PARCEL / ADDRESS TABLE			
PARCEL #	AREA	ACRES	ADDRESS
1089	1.204	0.03	85 E. ASHGROVE LANE
1090	1.204	0.03	81 E. ASHGROVE LANE
1091	1.204	0.03	77 E. ASHGROVE LANE
1092	1.204	0.03	73 E. ASHGROVE LANE
1093	1.204	0.03	69 E. ASHGROVE LANE
1094	1.204	0.03	57 E. ASHGROVE LANE
1095	1.204	0.03	55 E. ASHGROVE LANE
1096	1.204	0.03	51 E. ASHGROVE LANE
1097	1.204	0.03	47 E. ASHGROVE LANE
1098	1.204	0.03	43 E. ASHGROVE LANE
1099	1.204	0.03	42 E. ASHGROVE LANE
1100	1.204	0.03	46 E. ASHGROVE LANE
1101	1.204	0.03	50 E. ASHGROVE LANE
1102	1.204	0.03	54 E. ASHGROVE LANE
1103	1.204	0.03	56 E. ASHGROVE LANE
1104	1.204	0.03	68 E. ASHGROVE LANE
1105	1.204	0.03	72 E. ASHGROVE LANE
1106	1.204	0.03	76 E. ASHGROVE LANE
1107	1.204	0.03	80 E. ASHGROVE LANE
1108	1.204	0.03	84 E. ASHGROVE LANE

PARCEL / ADDRESS TABLE			
PARCEL #	AREA	ACRES	ADDRESS
1109	1.204	0.03	96 E. ASHGROVE LANE
1110	1.204	0.03	100 E. ASHGROVE LANE
1111	1.204	0.03	104 E. ASHGROVE LANE
1112	1.204	0.03	108 E. ASHGROVE LANE
1113	1.204	0.03	112 E. ASHGROVE LANE
1114	1.204	0.03	113 E. BLUEGRASS ROW
1115	1.204	0.03	109 E. BLUEGRASS ROW
1116	1.204	0.03	105 E. BLUEGRASS ROW
1117	1.204	0.03	101 E. BLUEGRASS ROW
1118	1.204	0.03	97 E. BLUEGRASS ROW
1119	1.204	0.03	85 E. BLUEGRASS ROW
1120	1.204	0.03	81 E. BLUEGRASS ROW
1121	1.204	0.03	77 E. BLUEGRASS ROW
1122	1.204	0.03	73 E. BLUEGRASS ROW
1123	1.204	0.03	69 E. BLUEGRASS ROW
1124	1.204	0.03	57 E. BLUEGRASS ROW
1125	1.204	0.03	55 E. BLUEGRASS ROW
1126	1.204	0.03	51 E. BLUEGRASS ROW
1127	1.204	0.03	47 E. BLUEGRASS ROW
1128	1.204	0.03	43 E. BLUEGRASS ROW

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD DISTANCE
C1	60.00'	20.35'	19°26'11"	S09°52'47"E	20.26'
C2	30.00'	47.16'	90°03'53"	N44°52'15"E	42.45'
C3	60.00'	94.32'	90°03'53"	S44°52'15"W	84.90'
C4	60.00'	27.74'	26°29'18"	N76°39'32"E	27.49'
C5	60.00'	19.88'	18°59'10"	N53°55'18"E	19.79'
C6	60.00'	20.00'	19°05'55"	S34°52'46"W	19.91'
C7	60.00'	26.69'	25°29'30"	S12°35'03"W	26.48'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	7.07'	S45°01'52"E
L2	7.08'	S44°57'10"W
L3	5.09'	S89°54'11"W
L4	54.00'	S00°05'49"E
L5	5.00'	N89°54'11"E
L6	7.06'	S45°02'50"E
L7	7.08'	S44°55'38"W
L8	12.50'	N00°08'51"E
L9	29.00'	S89°51'09"W
L10	12.50'	S00°08'51"E
L11	12.50'	N00°08'51"W
L12	29.00'	S89°51'09"W
L13	12.50'	S00°08'51"E
L14	7.07'	N45°09'16"W
L15	5.00'	N00°09'42"W
L16	54.00'	S89°50'18"W
L17	4.00'	S00°09'42"E
L18	7.90'	S89°50'18"W
L19	14.69'	S53°19'19"E
L20	29.94'	S53°19'19"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	18.00'	N00°03'03"W
L22	18.00'	N89°56'57"E
L23	18.00'	S00°03'03"E
L24	18.00'	S00°03'03"E
L25	18.00'	S89°56'57"W
L26	18.00'	N00°03'03"W
L27	18.00'	N00°03'03"W
L28	18.00'	N89°56'57"E
L29	18.00'	S00°03'03"E
L30	18.00'	N00°03'03"W
L31	18.00'	S00°03'03"E
L32	18.00'	S89°56'57"W
L33	7.07'	S44°52'15"W
L34	12.50'	N00°05'49"W
L35	29.00'	S89°54'11"W
L36	12.50'	S00°05'49"E
L37	12.50'	N00°05'49"W
L38	29.00'	S89°54'11"W
L39	12.50'	S00°05'49"E



HATCH LEGEND

- OPEN SPACE LOTS (OS)
- PRIVATE AREAS
- LIMITED COMMON AREAS
- COMMON AREAS

NOTES:

- LOTS SHOWN FOR REFERENCE ONLY. THE LIMITED COMMON AREA IS CONTROLLED BY THE PRIVATE ROAD ALIGNMENT.
- ALL LOT LINES AND LIMITED COMMON AREA LINES ARE PARALLEL WITH AND/OR PERPENDICULAR TO THE BEARING LINES LISTED ON SHEET 1, EXCEPT AS SHOWN.

SHEET
2 OF 2



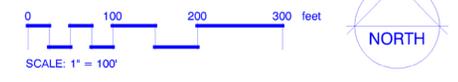
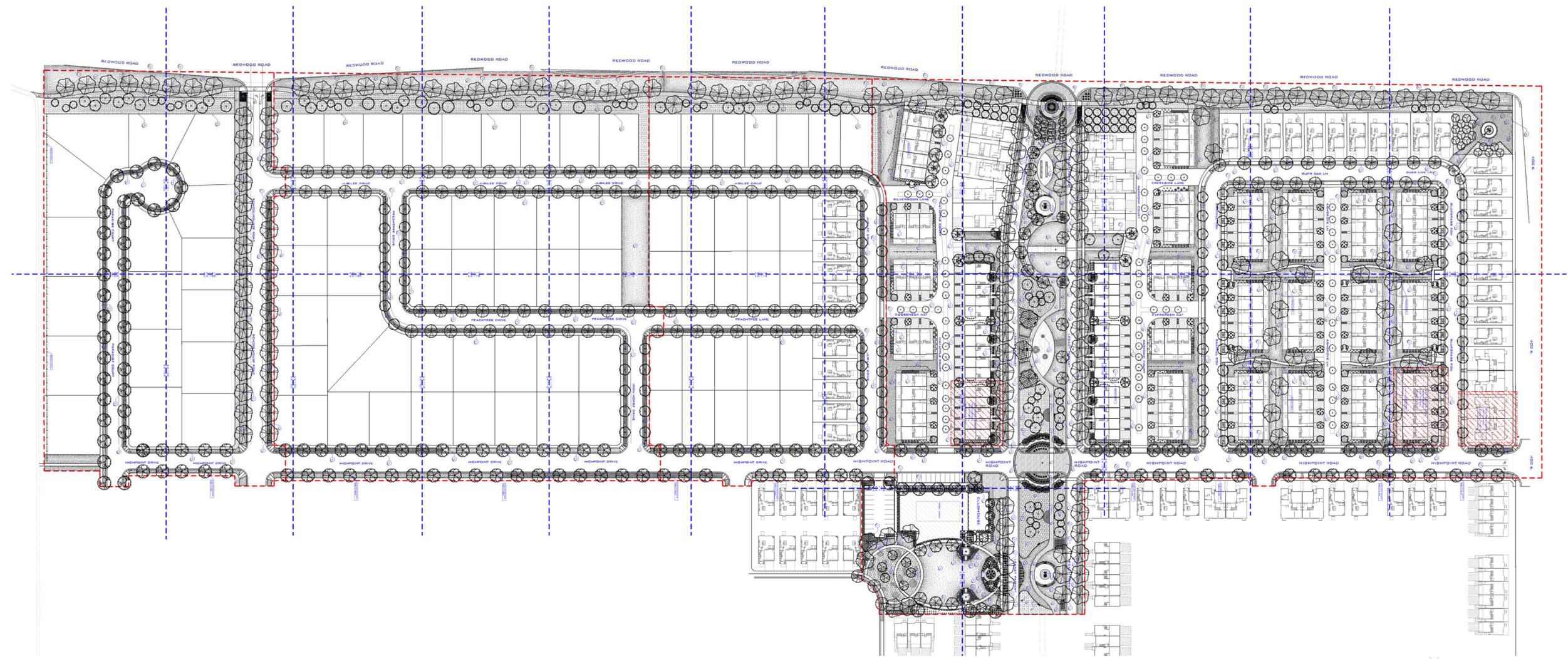
Stantec Consulting Services Inc.
3995 S 700 E Ste. 300
Salt Lake City, UT
84107-2540
Tel. 801.261.0090
Fax. 801.266.1671
www.stantec.com

Project Number	PM
186201145	JRJ
Filename	Plot Date
01145_vp1_fb_1E.dwg	12/19/14
Designed By	Drawn By
JRJ	SRV
Checked By	Date
GAC	1/16/15
Scale	Date Issued
No. Revisions	By X/X/X

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These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and office personnel only in accordance with this notice.

STAMP:



LEGACY FARMS
 REDWOOD ROAD AND 400 SOUTH
 SARATOGA SPRINGS, UTAH

DATA:

DATE:	01.20.15
PROJECT NO:	1446
DRAWN BY:	BAR
CHECKED BY:	BAR

REVISIONS:

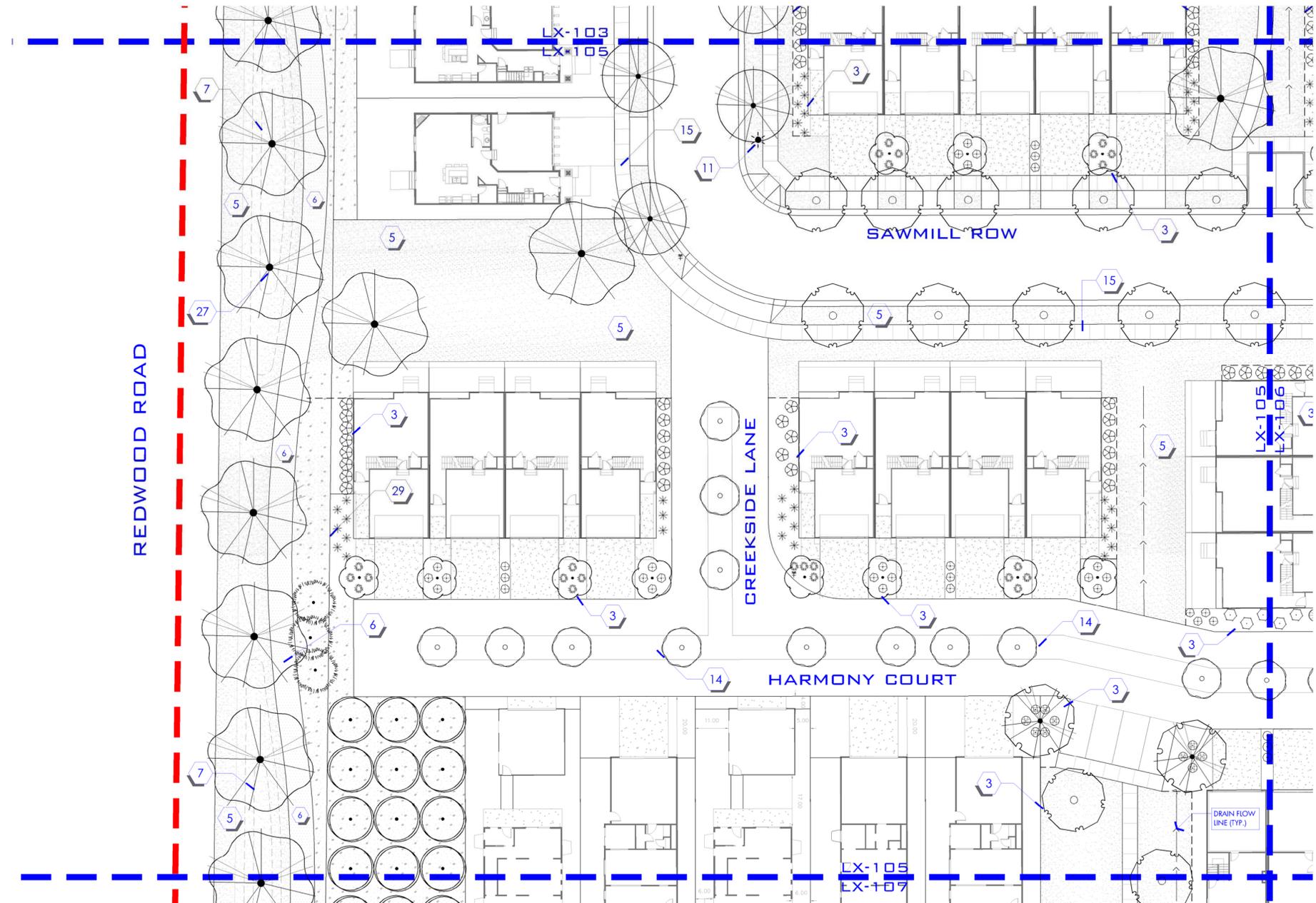
TITLE
**OVERALL
 LANDSCAPE
 PLAN**

SHEET

LP100

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	QTY	
	ABIES CONCOLOR / WHITE FIR	8" B.B.	4" MIN.	49	
	ACER RUBRUM "OCTOBER GLORY" TM / OCTOBER GLORY MAPLE	8" B.B.	1.5" CAL.	27	
	BETULA NIGRA / MULTI-TRUNK RIVER BIRCH	8" B.B.	1.5" CAL.	16	
	CERCIS CANADENSIS / EASTERN REDBUD	8" B.B.	1.5" CAL.	34	
	CERCIS CANADENSIS "FOREST FANSY" / FOREST FANSY REDBUD	8" B.B.	1.5" CAL.	16	
	FAGUS SYLVATICA "RIVERSIDE" / RIVERSIDE PURPLE BEECH	8" B.B.	1.5" CAL.	2	
	FRAXINUS PENNSYLVANICA "CIMARRON" / GREEN ASH	8" B.B.	1.5" CAL.	125	
	GLEDTISIA TRIACANTHOS "IMPERIAL" / IMPERIAL HONEYLOCUST	8" B.B.	1.5" CAL.	52	
	MALUS FLORIBUNDA "PRAIRIFIRE" / PRAIRIFIRE CRABAPPLE	8" B.B.	1.5" CAL.	29	
	PINUS NIGRA / ALUSTRIAN BLACK PINE	8" B.B.	4" MIN.	10	
	PLATANUS ACERIFOLIA "BLOODGOOD" / LONDON PLANE TREE	8" B.B.	1.5" CAL.	179	
	PRUNUS VIRGINIANA "CANADA RED" / CANADA RED CHOKECHERRY	8" B.B.	1.5" CAL.	149	
	PYRUS CALLERYANA "CHANTICLEER" / CHANTICLEER PEAR	8" B.B.	1.5" CAL.	88	
	TILIA CORDATA / LITTLELEAF LINDEN	8" B.B.	1.5" CAL.	105	
	ZELKOVA SERRATA "MUSASHINO" / SAWLEAF ELKOVA	8" B.B.	1.5" CAL.	83	
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	QTY	
	BERBERIS THUNBERGII "ORANGE ROCKET" / ORANGE ROCKET BARBERRY	5 GAL.		36	
	BERBERIS THUNBERGII "RED CARPET" / RED CARPET BARBERRY	5 GAL.		42	
	CARYOPTERIS X CLANDONENSIS "BLUE MIST" / BLUE MIST SHRUB	3 GAL.		34	
	COTONEASTER LUCIDUS "PEKING" / PEKING COTONEASTER	5 GAL.		97	
	EUCONYMIUS ALATUS "COMPACTUS" / COMPACT BURNING BUSH/DWARF BURNING BUSH	5 GAL.		376	
	HELICTOTRICHON SEMPERVIRENS / BLUE OAT GRASS	5 GAL.		161	
	HEMEROCALLIS HYBRID "STELLA DE ORO" / STELLA DE ORO DAYLILY	1 GAL.		547	
	HEMEROCALLIS X "STEPHANIE RETURNS" / STEPHANIE RETURNS DAYLILY	5 GAL.		85	
	JUNIPERUS HORIZONTALIS "BLUE CHIP" / BLUE CHIP JUNIPER	5 GAL.		57	
	RHUS AROMATICA "GRO-LOW" / GRO-LOW FRAGRANT SUMAC	5 GAL.		44	
	TAXUS CUSPIDATA "MONLOO" / EMERALD SPREADER JAPANESE YEW	5 GAL.		62	
	YUCCA FILAMENTOSA "BRIGHT EDGE" / BRIGHT EDGE YUCCA	5 GAL.		77	
GRASSES	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	QTY	
	CALAMAGROSTIS ACUTIFLORA "KARL FOERSTER" / KARL FOERSTER GRASS	5 GAL.		818	
	MISCANTHUS PURPURASCENS "HERKULES" / HERKULES MAIDEN GRASS	5 GAL.		475	
	MISCANTHUS SINENSIS "LITTLE ZEBRA" / SILVER GRASS	5 GAL.		255	
	PENNISETUM ALOPECUROIDES "HAMELIN" / HAMELIN DWARF FOUNTAIN GRASS	5 GAL.		523	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT.	FIELD2	SPACING	QTY
	DELOSPERMA COOPERI / PURPLE ICE PLANT	FLAT		9" o.c.	1,171 SF
	SEASONAL BULK AND ANNUAL COLOR MIX REPLACE EVERY 6 MONTHS	1 GAL.		12" o.c.	1,204 SF
ROCK MULCH	BOTANICAL NAME / COMMON NAME	CONE	FIELD2	SPACING	QTY
	3-4" GRAY COBBLE	ROCK MULCH			789 SF
	GRAY CRUSHER FINES	ROCK MULCH			1,291 SF
SOD/SEED	BOTANICAL NAME / COMMON NAME	CONT.	FIELD2	SPACING	QTY
	TURF GRASS / TURF GRASS	SOD			344,238 SF
	NO MOW TURF GRASS	SOD			104,776 SF

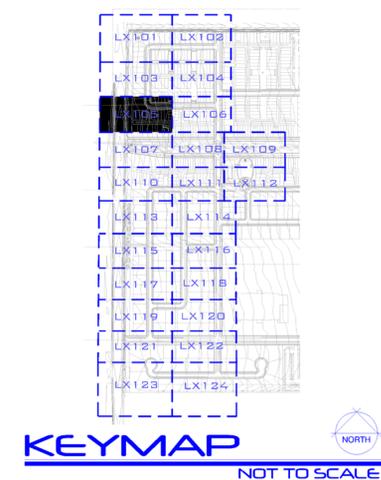


GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION ORDINANCE NO. 3133, SERIES OF 2004, AND THE AN (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES, AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS, SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. GRAPHIC SYMBOLS PREcede WRITTEN PLANT QUANTITIES.
- ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. ALL PERENNIAL AREAS TO BE IRRIGATED WITH 12" POP-UP SPRAY HEADS. TREES AND SHRUBS MUST BE IRRIGATED BY A SEPARATE ZONE THAN SOD/GRASS. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY LANDSCAPE ARCHITECT AND DEVELOPER.
- ALL SHRUB BEDS TO BE 3/4" DARK GRAY ROCK MULCH TO DEPTH OF 3". PER SARATOGA SPRINGS CITY CODE.
- ALL PERENNIAL BEDS AND TREE BEDS TO BE MULCHED WITH BLACK COMPOST MULCH TO A DEPTH OF 3" MIN. WITH NO LANDSCAPE FABRIC.
- FOR TREES IN SOD, ALLOW A 2" DIAMETER BED WITHOUT SOD AROUND ROOT COLLAR. APPLY 3" DEPTH OF BLACK COMPOST MULCH OVER 2" DIAMETER.
- SOD TO BE 100% FROM SINGLE GROWER. USE "BIOBLUE SOD / SEED" FROM BIOGRASS SOD FARMS OR APPROVED EQUAL.
- STEEL EDGER WILL OCCUR BETWEEN ALL PLANTING BEDS ADJACENT TO SOD AND WILL BE SET LEVEL WITH THE TOP OF SOD. STEEL EDGER TO OCCUR BETWEEN WOOD MULCH AND CRUSHER FINES AREAS IF APPLICABLE. 1/4" X 4" DEEP WITH CAP, RIVETSON, OR APPROVED EQUAL.
- SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF 4 CUBIC YARDS PER 1,000 SQUARE FEET AND TILLED 8" DEPTH INTO SOIL. PRIOR TO INSTALLATION OF PLANT MATERIALS, ALL AREAS SHALL BE THOROUGHLY LOOSENEED.
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HELED IN AND WATERED TO PREVENT DEHYDRATION.
- PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARY SIDES TO PREVENT SLIDING.
- AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES)
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOVING OF LAWN, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED OR UNDESIRABLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- SEE SHEET LP-501 AND LP-502 FOR PLANTING AND SITE DETAILS.

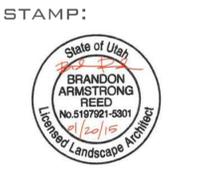
REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
	"NO MOW - BIOMEADOW" TURF AREA - TYP.		
	PLANTING AREA - ROCK MULCH TO BE PLACED IN ALL PLANTING AREAS - ROCK MULCH TO BE 3/4" WATCH GRAY OR APPROVED EQUAL.		
	STEEL EDGING BETWEEN ALL PLANTING AND GRASS AREAS (TYP.)		
	BIOBLUE - TURF AREA (TYP.)		
	8" WIDE REGIONAL ASPHALT TRAIL AS PER COMMUNITY AND VILLAGE PLAN GUIDELINES. ALL EDGES TO CLEAN CUT AND CORNERS TO BE 90 DEGREE ANGLES.		
	EARTH BERING REPRESENTED AS 1" CONTOUR INTERVALS. COORDINATE BETWEEN CIVIL AND LANDSCAPE PLANS. CONTRACTOR TO RECEIVE FINAL APPROVAL OF BERM HEIGHTS AND SHAPES BY LANDSCAPE ARCHITECT. (TYP.)		
	WATER TOWER FEATURE WITH COMMUNITY SIGNAGE - DETAILS PER ARCHITECT		
	WATER WHEEL FEATURE WITH COMMUNITY SIGNAGE - DETAILS PER ARCHITECT		
	SECONDARY ENTRY MONUMENT FEATURE WITH LIGHTING AS PER COMMUNITY PLAN GUIDELINES. LOCATION AS PER LANDSCAPE PLANS. DETAILS PER ARCHITECT. (TYP.)		
	SITE LIGHTING - COORDINATE LOCATIONS WITH ELECTRICAL CIVIL AND LANDSCAPE ARCHITECT CONSULTANTS.		
	SHARED LANE WITH TREES, TREES SHALL BE TRIMMED UP TO ANIMUM HEIGHT OF 14'. LOCATION OF TREES IS SUBJECT TO WATER METER LOCATIONS AND DRIVEWAY LOCATIONS AND MAY CHANGE IF CONFLICTS ARISE.		
	3" CONCRETE WALKS AS PER COMMUNITY PLAN GUIDELINES. SCORE PER PLAN (TYP.)		
	SERPENTINE BIKE/SKATE OBSTACLES, TBD.		
	QUARTER PIPE BIKE/SKATE OBSTACLES, TBD.		
	ROLLING DOME BIKE/SKATE OBSTACLES, TBD.		
	OLD TRACTOR/WDS PLAY FEATURE, TBD.		
	RAISED WALL WITH COLUMNAR FOCAL PLANTER FEATURE AND PLANTINGS FOR INTEREST.		



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DATE: 01.20.15
 PROJECT NO: 1446
 DRAWN BY: BAR
 CHECKED BY: BAR

REVISIONS:

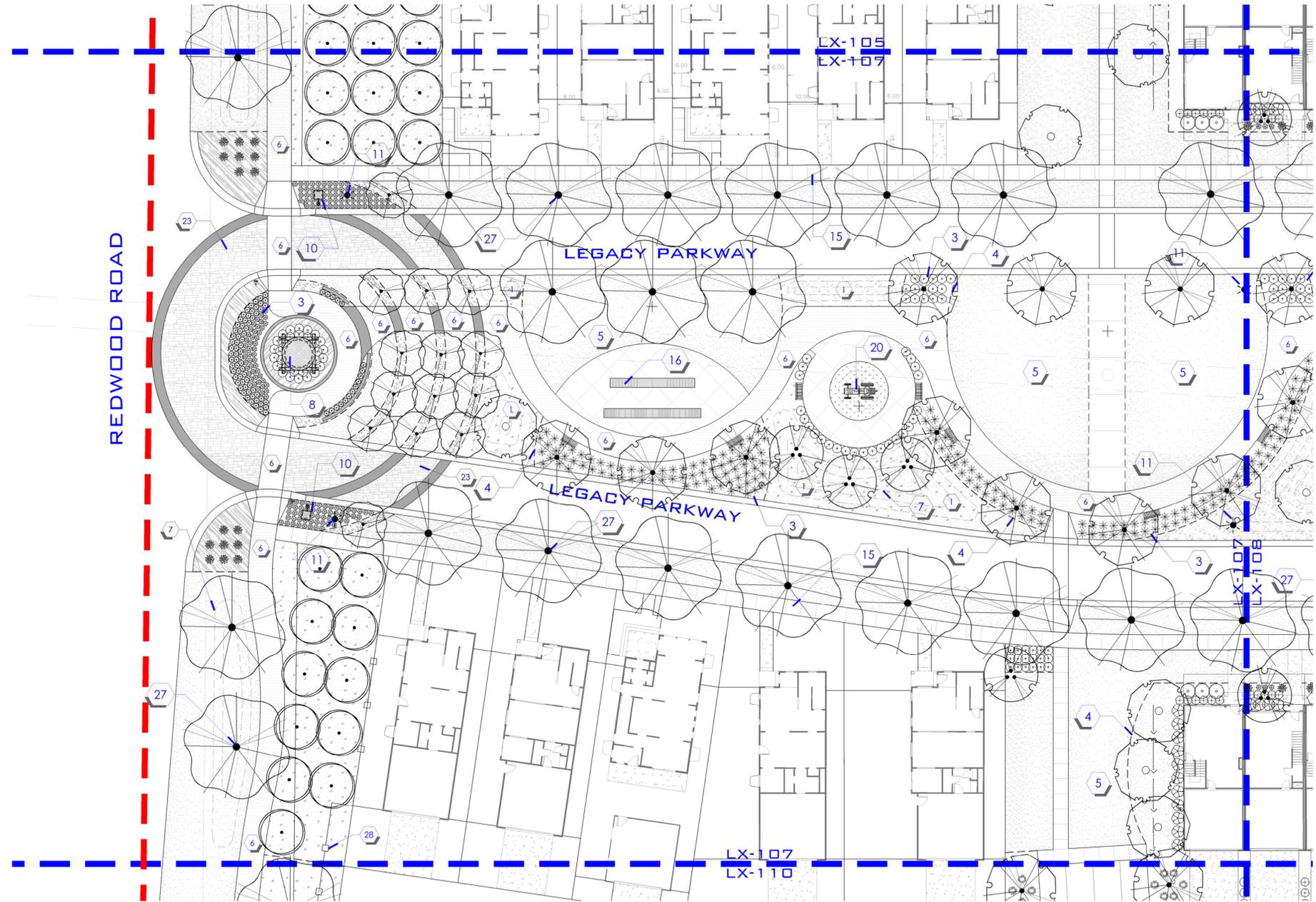
TITLE
LANDSCAPE PLAN

SHEET

LP105
 PHASE
 1-E/1-D

PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT.	GAL.	QTY	
	ABIES CONCOLOR / WHITE FIR	B & B	4" MIN.	49	
	ACER RUBRUM "OCTOBER GLORY" TM / OCTOBER GLORY MAPLE	B & B	1.5" CAL	27	
	BETULA NIGRA / MULTI-TRUNK RIVER BIRCH	B & B	1.5" CAL	16	
	CERCIS CANADENSIS / EASTERN REDBUD	B & B	1.5" CAL	34	
	CERCIS CANADENSIS "FOREST PANSY" / FOREST PANSY REDBUD	B & B	1.5" CAL	16	
	FAGUS SYLVATICA "RIVERSIDE" / RIVERS PURPLE BEECH	B & B	1.5" CAL	2	
	FRAXINUS PENNSYLVANICA "CIMARRON" / GREEN ASH	B & B	1.5" CAL	125	
	GLEDTISIA TRIACANTHOS "IMPERIAL" / IMPERIAL HONEYLOCUST	B & B	1.5" CAL	52	
	MALUS FLORIBUNDA "PRAIRIFIRE" / PRAIRIE FIRE CRABAPPLE	B & B	1.5" CAL	29	
	PINUS NIGRA / AUSTRIAN BLACK PINE	B & B	4" MIN.	10	
	PLATANUS ACERIFOLIA "BLOODGOOD" / LONDON PLANE TREE	B & B	1.5" CAL	179	
	PRUNUS VIRGINIANA "CANADA RED" / CANADA RED CHOKECHERRY	B & B	1.5" CAL	149	
	PYRUS CALLERYANA "CHANTICLEER" / CHANTICLEER PEAR	B & B	1.5" CAL	88	
	TELA CORDATA / LITTLELEAF LINDEN	B & B	1.5" CAL	105	
	ZELKOVA SERRATA "MUSASHINO" / SAKELEAF ZELKOVA	B & B	1.5" CAL	83	
SHRUBS	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	QTY	
	BERBERIS THUNBERGII "ORANGE ROCKET" / ORANGE ROCKET BARBERRY	5 GAL		36	
	BERBERIS THUNBERGII "RED CARPET" / RED CARPET BARBERRY	5 GAL		42	
	CARYOPTERIS X CLANDONENSIS "BLUE MIST" / BLUE MIST SHRUB	3 GAL		34	
	COTONEASTER LUCIDUS "PEKING" / PEKING COTONEASTER	5 GAL		97	
	EUCONYMIUS ALATUS "COMPACTUS" / COMPACT BURNING BUSH/DWARF BURNING BUSH	5 GAL		376	
	HELIOTRICHON SEMPERVIRENS / BLUE OAT GRASS	5 GAL		161	
	HEMEROCALLIS HYBRID "STELLA DE ORO" / STELLA DE ORO DAYLILY	1 GAL		547	
	HEMEROCALLIS X "STEPHANIE RETURNS" / STEPHANIE RETURNS DAYLILY	5 GAL		85	
	JUNIPERUS HORIZONTALIS "BLUE CHIP" / BLUE CHIP JUNIPER	5 GAL		57	
	RHUS AROMATICA "GRO-LOW" / GRO-LOW FRAGRANT SUMAC	3 GAL		44	
	TAXUS CUSPIDATA "MONLOO" / EMERALD SPREADER JAPANESE YEW	5 GAL		62	
	YUCCA FILAMENTOSA "BRIGHT EDGE" / BRIGHT EDGE YUCCA	5 GAL		77	
GRASSES	BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	QTY	
	CALAMAGROSTIS ACUTIFLORA "KARL FOERSTER" / KARL FOERSTER GRASS	5 GAL		818	
	MISCANTHUS PURPURASCENS "HERKULES" / HERKULES MAIDEN GRASS	5 GAL		475	
	MISCANTHUS SINENSIS "LITTLE ZEBRA" / SILVER GRASS	5 GAL		255	
	PENNISETUM ALOPECUROIDES "HAMELYN" / HAMELYN DWARF FOUNTAIN GRASS	5 GAL		523	
GROUND COVERS	BOTANICAL NAME / COMMON NAME	CONT.	FIELD2	SPACING	QTY
	DELOSPERMA COOPERI / PURPLE ICE PLANT	FLAT		9" o.c.	1,171 SF
	SEASONAL BULK AND ANNUAL COLOR MIX REPLACE EVERY 6 MONTHS	1 GAL		12" o.c.	1,204 SF
ROCK MULCH	BOTANICAL NAME / COMMON NAME	CONE	FIELD2	SPACING	QTY
	3-4" GRAY COBBLE	ROCK MULCH			789 SF
	GRAY CRUSHER FINES	ROCK MULCH			1,291 SF
SOD/SEED	BOTANICAL NAME / COMMON NAME	CONT.	FIELD2	SPACING	QTY
	TURF GRASS / TURF GRASS	SOD			344,238 SF
	NO MOW TURF GRASS	SOD			104,776 SF

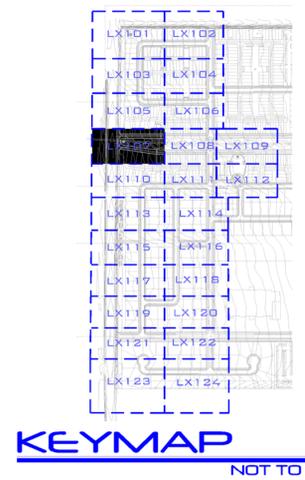
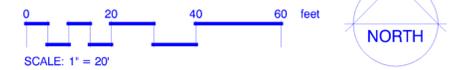


GENERAL LANDSCAPE NOTES:

- ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION ORDINANCE NO. 3133, SERIES OF 2004, AND THE ANI (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.
- ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES, AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS, SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. GRAPHIC SYMBOLS PREcede WRITTEN PLANT QUANTITIES.
- ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. ALL PERENNIAL AREAS TO BE IRRIGATED WITH 12" POP-UP SPRAY HEADS. TREES AND SHRUBS MUST BE IRRIGATED BY A SEPARATE ZONE THAN SOD/GRASS. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.
- ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.
- PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY LANDSCAPE ARCHITECT AND DEVELOPER.
- ALL SHRUB BEDS TO BE 3/4" DARK GRAY ROCK MULCH TO DEPTH OF 3" PER SARATOGA SPRINGS CITY CODE.
- ALL PERENNIAL BEDS AND TREE RINGS TO BE MULCHED WITH BLACK COMPOST MULCH TO A DEPTH OF 3" MIN. WITH NO LANDSCAPE FABRIC.
- FOR TREES IN SOD, ALLOW A 2" DIAMETER BED WITHOUT SOD AROUND ROOT COLLAR. APPLY 3" DEPTH OF BLACK COMPOST MULCH OVER 2" DIAMETER.
- SOD TO BE 100% FROM SINGLE GROWER. USE "BIOBLUE SOD" / SEED FROM BIOGRASS SOD FARMS OR APPROVED EQUAL.
- STEEL EDGER WILL OCCUR BETWEEN ALL PLANTING BEDS ADJACENT TO SOD AND WILL BE SET LEVEL WITH THE TOP OF SOD. STEEL EDGER TO OCCUR BETWEEN WOOD MULCH AND CRUSHER FINES AREAS IF APPLICABLE. 1/4" X 4" DEEP WITH CAP, RIVISON, OR APPROVED EQUAL.
- SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF 4 CUBIC YARDS PER 1,000 SQUARE FEET AND TILLED 8" DEPTH INTO SOIL. PRIOR TO INSTALLATION OF PLANT MATERIALS, ALL AREAS SHALL BE THOROUGHLY LOOSENEED.
- PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HELED IN AND WATERED TO PREVENT DEHYDRATION.
- PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BECAUSE SIDES TO PREVENT GLAZING.
- AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES)
- LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.
- ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOVING OF LAWN, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED OR UNDESIRABLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.
- SEE SHEET LP-501 AND LP-502 FOR PLANTING AND SITE DETAILS.

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
①	"NO MOW - BIOMEADOW" TURF AREA - TYP.		
②	PLANTING AREA - ROCK MULCH TO BE PLACED IN ALL PLANTING AREAS - ROCK MULCH TO BE 3/4" WASHCO GRAY OR APPROVED EQUAL.		
③	STEEL EDGING BETWEEN ALL PLANTING AND GRASS AREAS (TYP.)		
④	BIOBLUE - TURF AREA (TYP.)		
⑤	8" WIDE REGIONAL ASPHALT TRAIL AS PER COMMUNITY AND VILLAGE PLAN GUIDELINES. ALL EDGES TO CLEAN CUT AND CORNERS TO BE 90 DEGREE ANGLES.		
⑥	EARTH BERING REPRESENTED AS 1" CONTOUR INTERVALS. COORDINATE BETWEEN CIVIL AND LANDSCAPE PLANS. CONTRACTOR TO RECEIVE FINAL APPROVAL OF BERM HEIGHTS AND SHAPES BY LANDSCAPE ARCHITECT. (TYP.)		
⑦	WATER TOWER FEATURE WITH COMMUNITY SIGNAGE - DETAILS PER ARCHITECT		
⑧	WATER WHEEL FEATURE WITH COMMUNITY SIGNAGE - DETAILS PER ARCHITECT		
⑨	SECONDARY ENTRY MONUMENT FEATURE WITH LIGHTING AS PER COMMUNITY PLAN GUIDELINES. LOCATION AS PER LANDSCAPE PLANS. DETAILS PER ARCHITECT. (TYP.)		
⑩	SITE LIGHTING - COORDINATE LOCATIONS WITH ELECTRICAL CIVIL AND LANDSCAPE ARCHITECT CONSULTANTS.		
⑪	SHARED LANE WITH TREES, TREES SHALL BE TRIMMED UP TO ANIMUM HEIGHT OF 14'. LOCATION OF TREES IS SUBJECT TO WATER METER LOCATIONS AND DRIVEWAY LOCATIONS AND MAY CHANGE IF CONFLICTS ARISE.		
⑫	3" CONCRETE WALKS AS PER COMMUNITY PLAN GUIDELINES. SCORE PER PLAN (TYP.)		
⑬	SERPENTINE BIKE/SKATE OBSTACLES, TBD.		
⑭	QUARTER PIPE BIKE/SKATE OBSTACLES, TBD.		
⑮	ROLLING DOME BIKE/SKATE OBSTACLES, TBD.		
⑯	OLD TRACTOR/WDS PLAY FEATURE, TBD.		
⑰	RAISED WALL WITH COLUMNAR FOCAL PLANTER FEATURE AND PLANTINGS FOR INTEREST.		



LOFT SIX FOUR
 LANDSCAPE ARCHITECTURE
 ARCHITECTURAL SITE DESIGN
 3500 S. 500 W. W. SUITE 100
 PHOENIX, AZ 85041
 PHONE: 801-580-3325
 LOFTSIXFOUR.COM

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These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and office personnel only in accordance with this notice.

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LEGACY FARMS
 REDWOOD ROAD AND 400 SOUTH SARATOGA SPRINGS, UTAH

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 PROJECT NO: 1446
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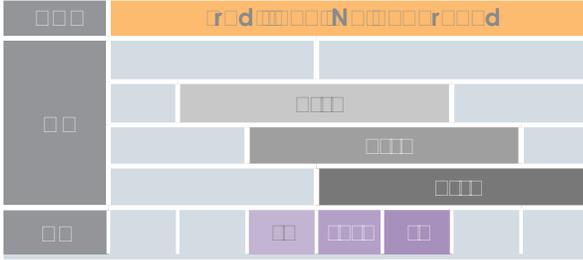
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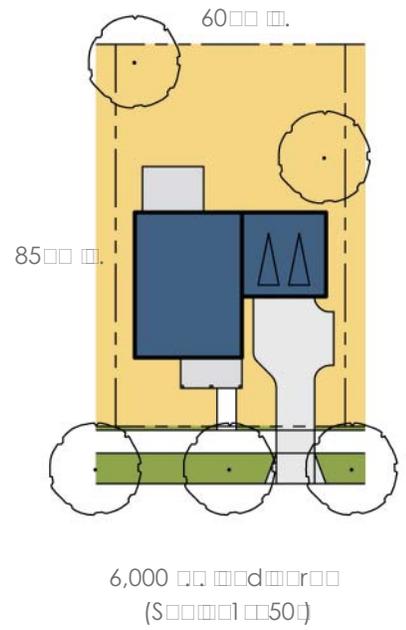
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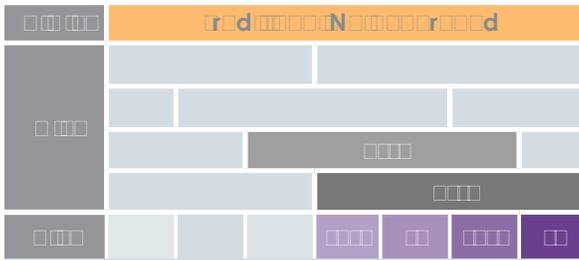
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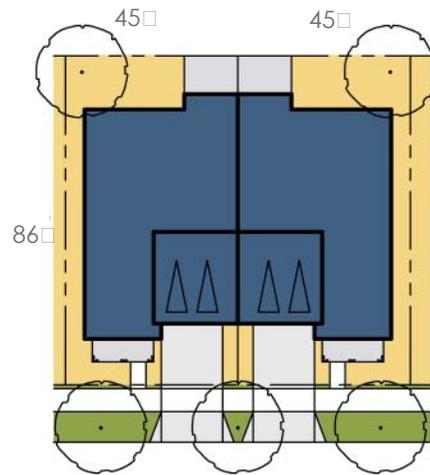
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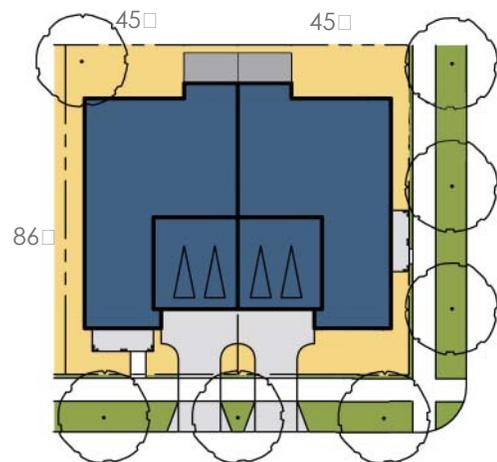
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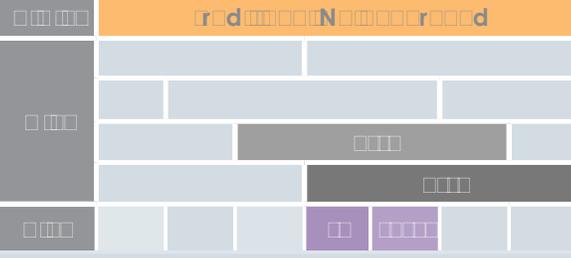


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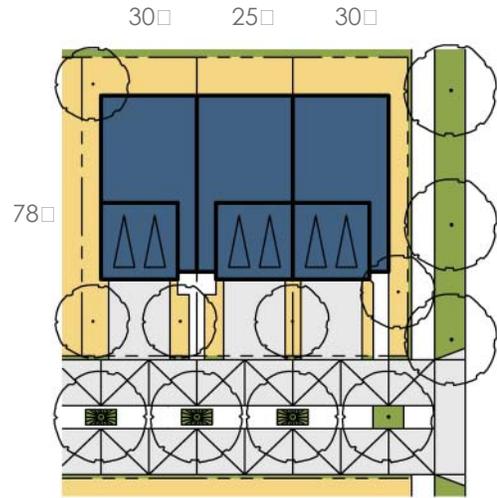
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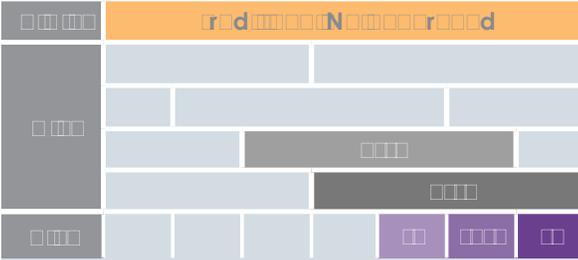


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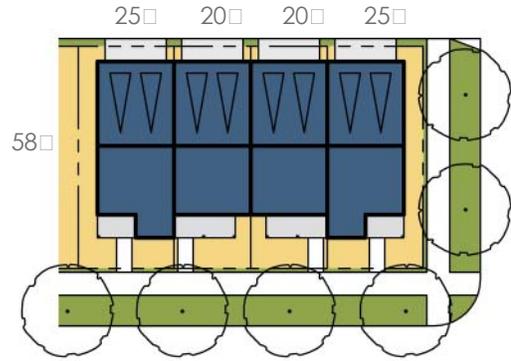
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City of Saratoga Springs
Planning Commission Meeting
December 11, 2014

Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:

Commission Members: Jeff Cochran, Kirk Wilkins, Sandra Steele, Hayden Williamson

Staff: Kimber Gabryszak, Lori Yates, Nicolette Fike, Scott Langford, Kevin Thurman, Jeremy Lapin

Others: Nancy and JC Hart, Ken Warton, Nathan Campton, BA Martin, Jim Parker, Krisel Travis, Angelina S
Doyle, Thane Smith, Neil Infanger, Heather Williamson, Camden Williamson

Excused: Jarred Henline, Kara North

Call to Order - 6:36 p.m. by Jeff Cochran

Pledge of Allegiance - led by Nancy Hart

Roll Call – Quorum was present

Public Input Open by Jeff Cochran

No Public input.

Public Input Closed by Jeff Cochran

4. Public Hearing and Possible Recommendation: Conditional Use Permit for Angelina’s Daycare located at 4123 Captains Street, Christian Doyle, applicant.

Scott Langford presented the information pertaining to the permit application. There were a few changes to the conditions. The yard has been fully fenced and they have installed a play structure, so condition 7 may be stricken.

Angelina Doyle, applicant, noted that the neighbors have all supported them in having a daycare.

Public Hearing Open by Jeff Cochran

No input.

Public Hearing Closed by Jeff Cochran

Kirk Wilkins asked about the turnaround area for cars.

Scott Langford noted that it was pretty standard size and there weren’t any red flags.

Kirk Wilkins was concerned that there may be exposed wires in the partially finished basement. He thanked them for complying with the other conditions.

Angelina Doyle said that had been taken care of. The City inspector had also been by and indicated everything was safe.

Hayden Williamson noted it looks like it is meeting code. He asked about the arrival and pick up times and possibility of lots of cars at once.

Angelina Doyle didn’t think there would be any traffic problems. The kids won’t all be coming at the same time.

Sandra Steele thanked her for going through the licensing process. She asked if the applicant planned on having any children under the age of two. (yes) Sandra noted the Fire Marshall did not think she was going to have younger children and if she is going to keep children under two in the basement she needs a basement exit besides just a window. If the applicant wants to have children less than two years she cannot approve it at this time. The applicant could see if they can get an approved stairway in a larger window well. The Fire Code is the way it is and that cannot be changed. If there was space upstairs they could swap for the basement than it may work. Perhaps the best answer was to say all children under two would have to stay upstairs. She is also concerned with the extra traffic on the dead end street.

Jeff Cochran thanked the applicant for going through the process, many people don't. He reviewed the options for the Fire Code problem. He thought 16 children seemed a lot; he received clarification from staff on the allowed number. (With two caregivers it was 8 kids per caregiver.)

Motion made by Kirk Wilkins to approve the Home Occupation for the Angelina's Lil Angels Daycare, located at 4123 South Captains Street, with the findings and conditions found in the staff report with the exception of striking condition 7 and adding the condition that children under two not be allowed in the basement. Second from Hayden Williamson.

Kevin Thurman read the Fire Code and it read "below first level and above first level" so they should say no child anywhere else besides the main floor.

Kirk Wilkins amended the motion to say **that all other circumstances would follow code, that a child under two could not go downstairs into the basement or above to the upstairs;**

Kimber Gabryszak suggested adding a friendly amendment to say **unless appropriate egress is provided that meets the adopted Fire Code.**

Kirk Wilkins and Hayden Williamson **accepted** the previous amendments.

Jeff Cochran asked him to address swapping the square footage from the upstairs.

Kirk Wilkins added an additional **condition that square footage, in the event that they have a child under two, be swapped from the basement to the upstairs, including any greater square footage above.**

Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Motion passed unanimously.

5. Public Hearing and Possible Recommendation: Preliminary Plat and Site Plan for Jordan View Landing (previously River Heights and Sunset Acres) located between Crossroads Blvd and 400 East, Ivory Development, LLC, applicant.

Kimber Gabryszak presented the plans. She reviewed changes that have been made since the Concept plan. She reviewed suggestions from the UDC.

Ken Watson, applicant, noted he had been working with Kimber Gabryszak. He thought their landscaping was probably pretty good. They are adding landscaping between units to break up the wall of garages. They don't have a problem with wrapping the buildings with brick. They are opposed to having a gate between them and other communities, simply for security purposes. He doesn't think there are any trails coming from anywhere else. He noted where if they were to flip units to front loaded, that it would have to decrease from a two car garage to only one. They would like to do the two car garages. The can go with the semi-private fence along 400 E. He noted there are 3 different color options.

Public Hearing Open by Jeff Cochran

No input at this time.

Public Hearing Closed by Jeff Cochran

Sandra Steele was disappointed that the elevations, floor plans and renderings in the packet do not seem to match. She wanted to know if they were the elevations they would actually get.

Ken Watson noted that there were three stories in the floor plans. He couldn't make a rendering for every little situation. These were shelf plans from Ivory homes and the units here were what we would see. They may see a side entry on the end units. If he does have side units on there, perhaps they could fence in the individual's back yards if they had to flip the units and have a single car garage.

Sandra Steele sees that parking is more important than having a front loaded unit. They need to keep as much parking as they can. She would like to see 4 color palettes.

Ken Watson said he could do that.

Sandra Steele thought that the Code defined that there should be pedestrian connectivity.

Kimber Gabryszak noted that they are providing sidewalks along the collector and pedestrian walks within the development and they are providing connectivity with their trails and easement for potential future roads.

Ken Watson said they are meeting those requirements.

Sandra Steele didn't have more concerns with connectivity. She thinks before it goes to council it should have the finalized color palettes and elevations and everything so they know what they are sending forward.

Ken Watson feels they have provided those.

Sandra Steele would like to see what they come forward with, if they come up with more stone or brick for instance. She has concerns with approving something when they are not exactly sure what they are getting.

Hayden Williamson feels they meet code, there are some good suggestions made but he doesn't have to sell the product. Ivory Homes has a good reputation. He thinks the product and layout look good and doesn't have any concerns.

Kirk Wilkins asked why there was a suggestion to flip the units.

Kimber Gabryszak replied that there a concern that they would be facing back yards.

Ken Watson noted that there was a solid vinyl fence and a grade change and a remote chance that would be able to see into neighbors back yards.

Kirk Wilkins would rather see the Dual car garage. He reviewed some of the UDC comments.

Ken Watson responded that he was fine with wrapping brick, opposed to flipping units, and semi-private fence on 400 E. was fine. He is fine with colors submitted and can submit another, and they don't want gates.

There was still some disagreement whether the elevations in the packet matched the product that would be built here.

Kirk Wilkins said he would like to see the plans be consistent and correct.

Jeff Cochran thanked the applicant for being here tonight. He clarified with staff that the Code doesn't prohibit the direction of the units. The UDC tries to ensure quality without micro-managing. He is opposed to the units not facing the street. He suggested that they could flip those units and keep the two car garage by sacrificing a few of the units. He asked if there was parking by the basketball court. He noted that parking is a problem in dense developments.

Kimber Gabryszak noted that they are meeting their parking requirement and along the basketball court was a City road and they don't typically allow parking along there.

Jeff Cochran asked about the elevations and suggested staggering units to break up the garage wall.

Ken Watson said architecturally that was not possible.

Kevin Thurman noted that we don't have architectural standards for residential units; the Code is more about quality materials. We cannot require things in a condition that are not part of the Land Development Code.

Jeff Cochran said for the most part they do meet Code requirements. He does agree with an additional color palette needed.

Discussion was held as to what direction the Planning Commission would like to take with a recommendation.

Motion made by Hayden Williamson to forward a positive recommendation to the City Council for the Jordan View Landing Preliminary Plat/Site Plan on parcels 58:032:0102, 58:032:0100, and 58:032:0101 as located in Exhibit 2 and detailed in Exhibits 5 and 6, with the Findings and Conditions in the staff report; with the additional conditions that floor plans and elevations match and be consistent prior to City Council meeting, and color palettes be consistent prior to City Council meeting. In addition, brick treatment shall be added to rear elevations, to ensure consistency of all elevations; Side elevations facing streets shall be treated similarly to the front elevations; the fencing along 400 E. shall be semi-private; and Four total color palettes shall be provided. Second from Kirk Wilkins.

Aye: Hayden Williamson, Jeffrey Cochran, Kirk Wilkins. Nay: Sandra Steele Motion passed 3-1.

Sandra Steele voted no because the renderings they had been given have never been what they were supposed to get, never been correct.

6. Public Hearing and Possible Recommendation: Legacy Farms Village Plans 2, 3, 4 and 5 located at approximately 400 South and Redwood Road, DR Horton, applicant.

Kimber Gabryszak presented the Village Plans for Legacy Farms. She reviewed the staff report and recommendations and conditions. Village Plan 1 was approved in July this year. She noted the maximum

density total exceeds the approved 1055 ERUs to allow for flexibility within each Village Plan to build up to or less than the maximum to meet market demands. However; once they reach 1055 units they are done. They have removed conditions 6, 7, 8, 11 and 12 4, 5, and 9.

Krisel Travis went over the time frame they hoped could happen for this project. She showed the current plan for Tickville wash pipe and noted it had taken some extra time. They home to have approvals by March. Greg Haws went over several changes that were just recently sent to the Planning Commission in response to City comments, including language regarding the extension in all the plans.

Public Hearing Open by Jeff Cochran

Nancy Hart was concerned with lot sizes of 3800 and 3400 sq.ft. with 0-5' setbacks. She noted that the traffic outlet to Redwood Road was not to have a light until 2020. She thought the issue with Tickville wash was still not resolved and asked if they had met with Laura Ault from the Utah Lake. She wondered about community gardens where no green space was shown for it on the plan. She felt VP 2 and 4 had a mish mash of styles and it didn't feel like a neighborhood. Large and smaller lots mixed together. She noted the gravel in the VP 4 drainage ditch and it was no longer having grass. She noticed the revised plan was presented to the commission but not to the public ahead of time. There is not picture or plan of what is going to go into Leisure Villas, whether it's multiple levels or twin homes etc. She assumes there are two club houses and pool. She mentioned the school district has not committed to a school yet. The same issues seem to be there still from before. She does not like some of the street names.

Jim Parker asked what the plan on 400 South was, if it was to be widened or how it would handle the traffic. He asked about the 12' driveways to twin homes and thought it was too narrow.

Public Hearing Closed by Jeff Cochran

Jeremy Lapin responded that they had a plan on 400 S. to widen it to three lanes. D.R. Horton will provide ingress and egress and the city will coordinate to finish missing segments. The developer will be doing curb & gutter on the south side. They will install a light at the 400 S. Redwood Road. intersection when the traffic warrants it. Tickville drainage has conditions in the staff report that they will not be allowed to build in the flood plain until the FEMA maps are amended. There are portions not in the flood plain that are not affected on that. He noted they are also building Riverside drive between 400 S. and Pioneer crossing in the near future that will take away some congestion going to Redwood road.

Krisel Travis addressed the small lots and transitions, the lots were actually 4000 to 4500 sq.ft. They comply with the community plan. The Community gardens are not required to be shown, they could be put it into an open space if the product around that wanted to have that. The bigger detail will come with the individual plats. The 0 lot lines were removed, everything has a 5' setback now. The school district has been presented with the contract for the school. They want to orient it to the west and they would like to be open in the fall of 2017. The 12' driveways in the past have not had any problems. The Fire Chief did not express any concern. The gravel drainage in the landscape area; the grass makes a mucky area and breeding ground for mosquitoes the gravel allows it to drain better. The final plats will have more details and we will be able to address those things better at that time.

Sandra Steele didn't like getting new information walking in the door, she feels it's only fair that they and the public get that information ahead of time so that the public can come and comment on it if they need to. She started with concerns on VP 5 and was concerned about the elevations and thinks it may end up a patchwork quilt. She wonders if we need to look at it closer and have them stick to the same standards. She likes what they have done in Lehi where they are all the same.

Krisel Travis said they have said they can't have the same product right across or right next door, but they could on the corners.

Sandra Steele asked about a trail going through the village area and the safety issues, it needs some sort of fencing.

Krisel Travis said they want to make it secured but they like the open feel, more than likely there would be a fence but maybe some pass-throughs.

Sandra Steele asked about parking near the clubhouse; she feels the safety of that needs to be looked at when it comes to the plat process. She asked about the length of the driveways, her concern is maneuverability but with two together, 36', it seems ok. She would like to see a minimum of 24'. Her concern with all of these Village Plans is that they have the flexibility to amend their plans but the city doesn't have the same flexibility. She would like to see what does and doesn't work with the first plan and see if something needs to be tweaked with the next plan. She feels that has been taken away from the city. She knows things can change and she is uncomfortable approving anything past what they did in plan 1. Until the Tickville wash CLOMAR is in their hand things will still change. She questions the rush and would like to see us slow it down and look through it more carefully. She feels especially VP 5 will likely change. She asked about the twin house elevations and the around the corner setting and if they were all like that.

Krisel Travis said there are only 3 cases where it's not that way.

Sandra Steele complimented that on village 4 the snow stacking doesn't seem to be a problem. On Village 2, if the school isn't ready than that plan may be premature as well.

Krisel Travis noted that the Village plan doesn't need to note orientation now, that is detail that would come with the final plats.

Sandra Steele is still concerned about snow stacking where it is, she would like to see how it actually works.

Krisel Travis said the snow stacking areas would be additional parking, not part of the required and they would not allow parking from Nov. to March. They will be marked on the final plats.

Sandra Steele clarified that she was concerned about snow piling up and blocking maneuverability and people getting stuck. She asked on the rear loaded townhomes, if they were still there on Victoria Ln. in VP 2.

Krisel Travis said they have a 20' two car drive and 12' travel lane to back out on to.

Sandra Steele asked on the cottage lots.

Krisel Travis said it's only in village plan 1, the other plans are shown only as an option.

Sandra Steele asked about the 5' fencing and where you would place things like air conditioning units. They can be too close, especially so emergency crews cannot get past them. She asked them to consider putting the fences just in the back and not the side.

Krisel Travis noted where in the plan it noted the fence layout and noted Commissioner Steele's suggestion.

Sandra Steele asked if they have met with the Utah lake Commission.

Krisel Travis said they have and they have coordinated with them for what is required for discharge.

Jeremy Lapin said they will have to get a permit from FFSL and they only would need it from the Army Corps if it was within their jurisdiction.

Sandra Steele asked about the detention basin, if the bottom was left in gravel, what would be the depth that the water would be there for great periods of time.

Krisel Travis said the pond is being designed to hold about 1.8 ac./ft.

Sandra Steele is wondering if there could be a compromise with some grass.

Krisel Travis said that would be in the plats when they come. For the most part they will be grass.

Jeremy Lapin said they have several detention ponds throughout the city where the sod is not an issue but sometimes if it happens it's more of a workmanship issue.

Sandra Steele would like Jeremy Lapin to work with D.R. Horton to get the best product.

Hayden Williamson agrees that the detention basin was expected to be more green space from previous discussions.

Krisel Travis said the gravel would be minimal; most of it would still have grass and trees. It has always been a detention basin in the plans. Those plans will come forward with final plats. They understand it's a sensitive issue

Hayden Williamson said he was impressed with a previous plan for meandering trails and rock walls. He asked what the difference was between townhomes or senior living ERU's. (none.) He thought that lower impact there would be advisable. He asked about a trail on the south west side and if there was a fence between the trail and the community.

Krisel Travis said there would be gated connections with semi-private fences.

Kirk Wilkins asked about the underground pipes and the safety to block people from getting in.

Krisel Travis said FEMA conditions are that it needs to be open with manholes for maintenance. The trail will be widened in a section to help vehicles get to areas for maintenance.

Jeremy Lapin said it's inaccessible unless someone was climbing a fence, on the west side it's 150 ft. off of the road, the access road will have a gate. They have taken reasonable precautions to keep people out. They also don't anticipate flooding issues due to the large capacity.

Kirk Wilkins asked about the code for the double fencing.

Kimber Gabryszak responded that they drafted an amendment but it was tabled so there is nothing prohibiting that.

Kirk Wilkins asked what the benefit was to approve plan 5 now.

Krisel Travis said it gives the ability and confidence to proceed with the Church and purchasing, if not it would delay the process and take away entitlements.

Kirk Wilkins asked if the gravel would change the greenspace requirement.

Krisel Travis said no, it did not.

Jeff Cochran said the project is overwhelming. They are looking at 1200-1500 units tonight, why the rush to approve all these plans tonight. He sees that they have done a thorough job and it looks great, the products look good, but it's a ton of information, why so much so quick?

Krisel Travis they approved a community plan that they couldn't do more than 1000 units, the lotting concepts have not changed from the Community Plan. The same verbiage in Village Plan 1 is the same as these Village plans except for the few small changes they highlighted tonight. She wished the process allowed them more time to review it, but its 856 lots, that hasn't changed. The reason for the rush is to get the project going in the city and give them the entitlements to close with the Church. Village plan 1 does not give them enough entitlements to purchase the plan. They have to have at least the village plans approves to vest their densities.

Jeff Cochran asked why the new changes were not included in the packet.

Kimber Gabryszak said they weren't done until this week.

Jeff Cochran asked how FEMA affected the village plans and if there was any reason that it would restrict them from approving the plans tonight.

Jeremy Lapin said there are several restrictions where they could build. The worst case scenario is they would lose those areas to develop. His understanding was that these layouts would be locked unless they brought a new plan. If they had so many units and some of the area was unbuildable they could transfer a little but it would need an amendment for bigger changes.

Kimber Gabryszak said there are some provisions for transfer of density out of the flood plain, but without an amendment they could not shift very much. Anything more than a minor shift would require an amendment.

Jeff Cochran asked if next to single family homes, are those densities locked in?

Kimber Gabryszak said in some areas the lot types are locked in.

Jeff Cochran asked if we could lock the density in some of the areas.

Kimber Gabryszak said there still is a requirement to transfer some density away from existing neighborhoods.

You could possibly recommend that there not be a density transfer allowed in a specific block.

Krisel Travis said as long as it gives them the same product ranges in Block type they are fine with that. She thinks it's pretty tight and already restricted. It would be pretty impossible.

Kirk Wilkins asked how close they were to the maximum.

Krisel Travis said they are pretty close to the maximum now.

Jeff Cochran thought it would be nice to have a condition there.

Kimber Gabryszak thought it might already be covered.

Jeff Cochran thought the church sites were small

Krisel Travis said that came from the church, she said they had even increased them a bit.

Sandra Steele said their density is already written in stone with the community plan. She is not sure that we need to be worried about it. She feels they are rushing us along where we don't feel comfortable.

Krisel Travis indicated that by passing the plans tonight it gives us the confidence to go forward with the purchase. It lays out the roadways and infrastructure. She apologized for the uncomfortableness of the speed at which they felt they needed to move. She appreciated their efforts in Village Plan 1 and the Community Plan. She is not asking them to approve the final plats those still have to come in later. This is just the view of what this could look like.

Sandra Steele asked if they could change the shared lanes during the plat process

Kimber Gabryszak said no, unless there was a health and safety issue that came along that superseded it like from the Fire Chief.

Hayden Williamson said given that they can't move forward and purchase the property until they get this plan he would like to move forward.

Kirk Wilkins did feel like they were rushing this along, it gives them certainty but it does take away our flexibility. Jeff Cochran understands the need to move forward but feels they are in a difficult situation tonight.

Sandra Steele thinks they need to table it so that the public has a chance to look over what they have been given tonight.

Kevin Thurman said they could take comment from the public if they so choose. He doesn't recommend that they open public hearing again but just take public comment at a future point. If they continue this there needs to be some sort of code finding that they say they need additional information to see if it's met.

Boyd Martin said he knew it was hard with a lot of information at this time. There is still a lot of detail to come with the final plats. He doesn't want to spend millions of dollars and then go through this process with every single Village Plan. He feels they are good to go on this and he wants to close. He needs some level of comfort that he can move forward with these conceptual Village Plans.

Motion from Kirk Wilkins to forward a positive recommendation to the City Council for the Legacy Farms Village Plan [2, 3, 4, 5] with the Findings and Conditions in the Staff Report; with the additional condition that there be combined minimum of 24 ft. (driveways) backing space; and that they remove conditions 4, 5, 6, 7, 8, and 9 and that density does not transfer into block type 1. Second from Hayden Williamson.

Hayden Williamson thought they determined that they didn't need the condition of the density transfer.

Kimber Gabryszak thought it was still necessary but they didn't need to identify the density because it's already called out. Also on the combined minimum 24', could they change that to backing space because it's not the driveway, and could it be just village plan 5?

Sandra Steele thought it was a concern everywhere.

Kirk Wilkins revised the condition of the Motion that **with the 24'** driveway that it is with **backing space**.

Aye Kirk Wilkins, Hayden Williamson. Nay: Sandra Steele, Jeff Cochran. Motion tied.

7. Approval of Reports of Action.

Kimber Gabryszak went over the reports of Action for Legacy Farms. It moved forward with a negative recommendation with a tie vote.

Motion by Sandra Steele to approve the Report of Action and have our Chair sign it. Second from Hayden Williamson. Aye Kirk Wilkins, Hayden Williamson, Sandra Steele, Jeff Cochran. Motion passed.

Kimber Gabryszak reviewed the Jordan View Landing Report. It received a positive recommendation.

Motion made by Hayden Williamson to approve the Report of Action for Jordan View Landing. Second made by Kirk Wilkins. Aye Kirk Wilkins, Hayden Williamson, Sandra Steele, Jeff Cochran. Motion passed.

8. Approval of Minutes:

1. November 13, 2014.

Motion by Sandra Steele to accept the minutes as corrected. Seconded by Hayden Williamson

9. Commission Comments.

No comments.

10. Director's Report.

Kimber Gabryszak reviewed what happened at the last City Council Meetings.

Meeting adjourned without objection by Chairman Jeff Cochran

Adjourn 10:25 pm

Date of Approval

Planning Commission Chair
Jeff Cochran

Lori Yates, City Recorder

**City of Saratoga Springs
Planning Commission Meeting
January 8, 2015**

Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:

Commission Members: Jeff Cochran, Jarred Henline, Sandra Steele, Kara North

Staff: Kimber Gabryszak, Sarah Carroll, Kevin Thurman, Jeremy Lapin, Nicolette Fike

Others: Charlie Hammond, Alan & Laurie Johnson, Rachel McKenzie, Blaine Hales, Dr. Brian McCune

Excused: Kirk Wilkins, Hayden Williamson

Call to Order - 6:30 p.m. by Jeff Cochran

Sandra Steele indicated that we needed to elect a new chairman tonight.
Because it was not on the agenda they would elect a chairman pro-tem.

**Sandra Steele Nominated Jeff Cochran as Chairman Pro-tem. Seconded by Kara North
Aye: Sandra Steele, Kara North, Jarred Henline. Nay: Jeffrey Cochran.
Nomination accepted and Elected as Chairman pro-tem.**

Pledge of Allegiance – led by Jarred Henline

Roll Call – Quorum was present

Public Input Open by Jeff Cochran

No input.

Public Input Closed by Jeff Cochran

4. Approval of the Planning Commission meeting schedule for 2015.

**Motion made by Kara North to approve the Planning Commission meeting schedule for 2015. Seconded
by Sandra Steele Aye: Sandra Steele, Jeffrey Cochran, Kara North, Jarred Henline. Motion passed
unanimously.**

**5. Public Hearing and Possible Recommendation: Revisions to the Land Development Code, Section
19.09.11, Required Parking.**

Sarah Carroll presented the revisions. The applicant is requesting an amendment to reduce the required number of parking spaces for fitness centers. There was comparison to other cities the business was located in; they were all 5 per 1000 sq.ft. or less.

Charlie Hammond representing the developer commented that their peak business hours were different than peak hours for many other businesses, early morning and right after work, not generally a lunch or dinner time.

Public Hearing Open by Jeff Cochran

No input at this time.

Public Hearing Closed by Jeff Cochran

Jarred Henline had no issues with the code change.

Kara North appreciated having the comparisons to the other cities. She could see that 5 is not uncommon and would not be opposed.

Sandra Steele said she was opposed to it as it also includes the smaller fitness centers which don't have enough parking at this time. She asked the applicant if he was planning on putting in an elevator, if not it may be resolved.

Charlie Hammond answered that they had a mezzanine and were required to have an elevator.

Sandra Steele commented that they had discussed the needs of parking for businesses a few years ago and they found that fitness centers had the highest impact on parking. She thinks they are making a mistake to change it. If it had on-street parking or apt. buildings where people would be walking it may be different, but the majority of people would be driving and they will pull from Lehi, Eagle Mountain, and Bluffdale and they will need more parking.

Jeff Cochran did not really know how much parking was needed and appreciated staffs research. He asked if there was a concern that if another applicant took over the building, would they be under parked.

Sarah Carroll replied that it would depend on what would be proposed.

Kimber Gabryszak noted that they have spent a lot of time considering this and they recently put in place a change of use permit where if they didn't meet the requirement for parking they would have to find a way to meet the parking before approval.

Jeff Cochran asked the applicant if there were neighboring business they have contacted for shared stalls possibility.

Charlie Hammond responded that had and the restaurants are not in favor of it and Walmart has not responded. They have never seen that many stalls required in any other city they have developed in.

Jeff Cochran indicated that because of the work staff has done and shown tonight he is not opposed to the change.

Motion from Kara North, Based upon the evidence and explanations received today, I move to forward a positive recommendation to the City Council for the proposed amendment to Section 19.09.11 "Required Parking" to reduce the parking requirement for fitness centers from 6 stalls per 1,000 square feet to 5 stalls per 1,000 square feet, with the Findings and condition contained in the Staff Report. Seconded by Jarred Henline.

Aye: Jeffrey Cochran, Kara North, Jarred Henline. Nay: Sandra Steele. Motion carried 3-1.

6. Concept Plan for Vasa Fitness located at 1523 North Redwood Road, Charlie Hammond, applicant.

Sarah Carroll presented the Concept plan. They are requesting a setback reduction on the west side of the building. In this case there is a detention basin to the west that is a landscaped area. They are proposing a conceptual rear elevation which will be the entrance.

Sandra Steele asked the applicant what the distance from the lowest parapet to the roof was because they require all rooftop equipment be screened. She wanted to make him aware of it

Charlie Hammond said they put the roof on a slope with RTU's on the backside, so they are not visible from the street.

Sandra Steele asked if roof top equipment has an access from the inside. (Yes.) She asked that when he brings in the elevations that they show the percentage of each building material and give the lengths of the longer portions of each material to make sure they don't exceed the requirements. She thought the sign might exceed the height limit but won't know till they get the preliminary plat. She also noted that they need to have equal architectural treatment on all sides.

Kara North asked Sarah Carroll to explain the detention basin issue again to fully understand how the detention basin contributed to the setback reduction.

Sarah Carroll pulled up an aerial photo that showed the current detention basin with sod and trees, there will not be another building put within 20-40 feet of this property line.

Kara North noted setback reductions are not generally favored and thanked her for the clarification. She said generally she is impressed how they have made the transition from Gold's Gym to Vasa, she likes their facades and hopefully it will be an attractive benefit to our city.

Jarred Henline asked about the size of the facility.

Rachel McKenzie said this isn't an express version but it doesn't have pool or racquetball but has basic cardio and workout spaces. They are planning on opening as soon as they can.

Jarred Henline appreciated Commissioner Steele and Commissioner North's comments. Hopefully when they come back it will have everything they need to move forward.

Jeff Cochran asked staff about the detention basin on the plan, could those be combined with the larger current basin to perhaps increase parking.

Jeremy Lapin hadn't done much research on it but he thought the Walmart pond might not be down-stream enough to handle and also cleaning was sized to the one site and if they combined it might be hard. He said not to the west but possibly to the south or underground.

Jeff Cochran challenged the applicant to look at the parking again and see if they could possibly add a few more stalls.

Rachel McKenzie replied that the most efficient way to get more parking would be to have less drive, if they look at landscape as percentage wise, and eliminate some of the landscaping on the edge it might, but when they look into how to break it up they have more drives and lose more stall.

Jeff Cochran said as they come back he would encourage them to follow code to make the process easier. We are anxious to have a place like this in the community. We look forward to having you back.

7. Public Hearing and Possible Recommendation: Conditional Use and Site Plan for Riverbend Medical located at 41 East 1140 North, west of Riverbend Development, Blaine Hales, applicant.

Kimber Gabryszak presented the Site plan. She noted the elevations on the plan were situated in the direction you were looking at, not the direction they faced. She reviewed code compliance. She noted the condition that they work with Riverbend HOA to finalize a maintenance agreement. Kimber would recommend that they add a condition about the fence.

Public Hearing Open by Jeff Cochran

Lori Johnson said when they first started this they were talking about putting a fence right above the leaning wall, that has disappeared from the plans. She is concerned that a car may accidentally go off the wall or lights would shine in the buildings. She is concerned about the condition that it comes to an HOA agreement to take care of the road. They don't have much money sitting in the HOA.

Public Hearing Closed by Jeff Cochran

Blaine Hales responded that originally they had discussed putting a fence, then just a hedge along that side and the city told them they had to have a fence, they do have a fence now on the plans. The new plan including a fence was resubmitted recently. The engineer told him that the parking lot would slope away from the adjoining property so water will run away from the fence and if a car rolled it would roll back into the parking lot. They are concerned about the fencing because the neighbors have a rock wall along the property line and he is worried that putting a fence up would mess with the unstable wall. Also if they put a fence inside the property line they are worried that they would need some kind of agreement with the adjacent owners to avoid any legal issues with boundaries in the future.

Sandra Steele noted that compatibility is important; it is mentioned in the Code many times. She was hoping to see a color board which was not brought in tonight. She has seen rock in nearby buildings that she thinks they could incorporate easily to be more compatible. All building sides need to have equal treatment and she doesn't think they meet that. She reviewed the architectural standards. Since the building materials have not been provided and they did not give any dimensions on the buildings they cannot decide if they meet requirements. She noted that she can see 5 colors but only 4 major colors are allowed.

Blaine Hales said he has brought all these things into an engineer and feels that they have everything they asked for.

There may have been some breakdown in communication, Kimber had the most recent digital information and had not seen what was brought in.

Sandra Steele noted 19.14.06, several of those were met and she noted they needed to consider compliance to City Architectural standards. 19.18.08 iii - She also noted the monument sign needed the street number. She asked what the dimension from the shortest parapet to the roof would be and if they had an interior access. (Yes.) It looked like some were higher than others and she is concerned that the rooftop equipment won't be screened from view.

Kara North thought it was previously said that they would work with the HOA to shore up the wall.

Blaine Hales recalled that they had said they would work to not disturb it.

Kara North thought the staff had done a great job and agreed with the conditions in the report. She agreed with the majority of the comments Sandra Steele made but she does like what they have as far as the elevations are concerned. She would say an additional condition be added that the finalization of the HOA be in place before a Certificate of Occupation is given.

Jarred Henline clarified that Sandra Steele was saying they couldn't even make a decision tonight because they hadn't been given the appropriate information.

Kimber Gabryszak said they do comply with the height, she has measured it. There is side that is not in compliance and would need to add an architectural treatment.

Blaine Hales commented that it was one of the conditions that they do more rock treatment on the rear because it shows up on the other sides, the architect says he is planning on doing that and they will make sure it's not an issue.

Jarred Henline asked if they could put a condition on that they comply with that before it heads to Council. also there needs to be a condition that there is a privacy fence in there, that there needs to be an agreement with HOA prior to certificate of occupancy, that a façade shift or additional articulation needs to be added to the South wall, and that the percentage of the design materials match and meet the compliance of the City. With those he would be ok with forwarding it.

Jeff Cochran appreciates the comments, he felt there was information lacking but it sounds like it was provided in some sort. Most of his questions were answered but he is asking whose property the existing wall is on.

Blaine Hales replied that it's on both, some places on theirs and some on ours.

Jeff Cochran said where it's a wall in poor condition how do they protect it and not cause further problems.

Blaine Hales said they are willing to do something to find a good answer, he isn't sure what the answer is but he doesn't feel they should bear all the cost for it.

Jeff Cochran hates to sweep this issue under the rug but doesn't know how to best mitigate it.

Kara North thought they could potential add a condition that they meet with the HOA to discuss option for a joint resolution.

Kimber Gabryszak would recommend more of a determination based on whose property the wall is on.

Kevin Thurman says it's a Conditional Use permit and if this creates adverse impacts on neighboring properties then they can place a Reasonable Condition on the Conditional Use. The law does say reasonable and talks about that the impacts have to be detrimental. You could make it a condition that they address it before it comes to the Council stage.

Jeff Cochran thought that they could put a condition on it that the applicant determines who owns the fence and a potential mitigation based on findings.

Kevin Thurman said yes they could do that but it sounds like a lot of it will be addressed by the engineering standards.

Jeremy Lapin commented that his use does not affect the wall, the wall is inconvenient but he isn't causing it to be a worse condition. They are not allowed to discharge water on the neighboring parcel and they have a landscape buffer.

Further discussion was held on design standards and additional conditions to cover concerns Commission Steele addressed earlier.

Motion from Kara North to Forward a positive recommendation to the City Council for the Riverbend Medical Site Plan and Conditional Use Permit, located on the approximately 1.63 acres of parcel 51:508:0004, as identified in Exhibit 1 and proposed in Exhibits 4, 5, 6, and 7, with the Findings and Conditions contained in the staff report as well as the additional conditions with the addition to number 5 that the applicant shall work with the Riverbend HOA to finalize a maintenance agreement for the shared road prior to issuance of any certificates of occupancy. And the additional conditions: that all mechanical equipment shall be screened; that address shall be added to the monument sign; that a façade shift or additional materials shall be added to the south façade in compliance with the design standards; Percentages of building materials on each elevation shall be provided to the Council in compliance with the design standards, page 3.6 prior to the Council meeting; Location of the existing rock wall shall be determined; if the wall is on the Riverbend commercial property it shall be stabilized. Second from Jarred Henline.

Kimber Gabryszak did not write a condition to address the colors so she suggested adding that. “The percentages of building materials and **number of colors** on each elevation shall be provided to the Council. . .”

Kara North **accepted the amendment**

Jarred Henline **accepted the amendment**

Sandra Steele noted that nothing was said about the elevation to the west looking like a primary entrance.

Aye: Jeffrey Cochran, Kara North, Jarred Henline. Nay: Sandra Steele. Motion carried 3-1.

8. Public Hearing and Possible Decision: Plat Amendment for Lot 37 in the Aspen Hills subdivision located at 1641 North Lyndi Lane, Kevin Tenney, applicant.

Kimber Gabryszak presented the plat amendment. She noted they had seen a code amendment related to this. She reviewed code criteria and staff recommendation. They added a condition that a signature block for each utility shall be added to the plat, and signed prior to recordation.

Public Hearing Open by Jeff Cochran

No public input at this time.

Public Hearing Closed by Jeff Cochran

Jarred Henline wondered how they know what utility companies are really there.

Kimber Gabryszak said it's really only the ones we know about.

Kevin Thurman said there are no utilities where they have dug the swimming pool, the only ones we know about are in the 5' and it is the City that owns the public utility easement, we don't need the utility company's permission, but we could add their signature line to the plat if they would like to play it safe.

Jarred Henline commented that if we know there is nothing there and they don't own it than why would we need to require the signature blocks.

Kimber Gabryszak said it was because of some issues with release letters but since we know there aren't utilities in the area if they come later they will see the new plat with 5' utility easements.

Kevin Thurman thought it would be safer to leave it. They should be ok to not require it though, the hole has been dug and we know there is nothing there.

Jarred Henline would say to take off condition number 4 if it's not really needed.

Kara North does not have issues with it and is indifferent to condition 4.

Sandra Steele is uncomfortable with the way the letters are written, what would they do if they needed to come in with a bulldozer?

Jeremy Lapin commented that if they were bringing in large equipment, even with a 10' easement that would require fences be torn down. But a 5' pue is not uncommon to have. Is the concern that they won't sign it? Could they change it to an attempt to have them sign it?

Sandra Steele is concerned for potential owners, the signatures add a little bit of comfort.

Jeremy Lapin noted you could change it to show a 5' encroachment area and notify future homeowners that the area is at potential future risk.

Jeff Cochran thinks the utilities won't sign it and waive their right if given the option. The companies would need to do due diligence and find the most recent plat if they needed to come in.

Kevin Thurman says they don't have to sign the plat but we have to notify them. We are taking a bit of risk but not a huge one, we know there aren't any utilities there, they don't have veto power over a subdivision plat and we could send them a notification.

Jarred Henline thought we could send a notification that if they object they need to send notice in 14 days or something. If there is no opposition then it could be recorded. If there is opposition the homeowners could work on it.

Kevin Thurman noted on a plat there is an owner's dedication which dedicates the pue's to the City not the public utilities, other companies have to have franchise agreements to use them. Our franchise agreements require them to give owners notice before working in pue's, written and telephone.

Jeff Cochran can see the utility's coming back and saying no if given the option and that would be his concern. If you take out the 14 days you probably won't see it again. He would recommend that. This isn't along a major corridor; it's someone's back yard. Just give them notice that the easement has changed.

Motion by Sandra Steele to approve the Aspen Hills Lot 37 Amendment as located in Exhibit 1 and proposed in Exhibit 3 with the Findings and Conditions in the Staff report. With the additional condition that the City shall send a notification letter to known public utilities with a 14-day period to provide comments. The plat may be recorded if no opposition is received. Seconded by Kara North.

Aye: Jeffrey Cochran, Kara North, Jarred Henline, Sandra Steele. Motion approved unanimously.

9. Approval of Reports of Action.

Kimber Gabryszak reviewed the reports of action

Item 5, Code Amendment:

Motion by Jarred Henline to approve the Report of Action as presented for the Code Amendment to Parking. Seconded by Kara North. Aye: Jeffrey Cochran, Kara North, Jarred Henline, Sandra Steele. Motion approved unanimously.

Item 7, Riverbend

Motion by Jarred Henline to approve the Report of Action as presented for the Riverbend Medical Conditional Use permit and Site plan. Seconded by Kara North. Aye: Jeffrey Cochran, Kara North, Jarred Henline, Sandra Steele. Motion approved unanimously.

10. Approval of Minutes:

1. December 11, 2014.

Approval held until commissioners that were absent could be present.

11. Commission Comments.

Sandra Steele thought that they should think about going back and looking at the Design guidelines with the Planning Director and City Attorney to make sure it's not ambiguous, so it's more enforceable.

Jeff Cochran is concerned with becoming too restrictive and not giving license to be creative, generally when you give an applicant the chance to make something great they will often do something better. He sees value in the suggestion but doesn't want to be too restricting.

Kimber Gabryszak said they have a lot of code amendments in the future and questions that need to be answered. How do they make things predictable and fair? They have some priorities first, the residential design guidelines are on the list but not immediate.

Sandra Steele said if we are going to have rules lets enforce them if we aren't then let's throw them out.

12. Director's Report.

Kimber Gabryszak reported on the last City Council meeting and upcoming agendas.

Meeting adjourned without objection by Jeff Cochran

Adjourn 8:30 pm

Date of Approval

Planning Commission Chair
Jeff Cochran

Lori Yates, City Recorder

City of Saratoga Springs
Planning Commission Meeting
January 22, 2015

Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:

Commission Members: Jarred Henline, Kirk Wilkins, Sandra Steele, Hayden Williamson,

Staff: Kimber Gabryszak, Eric Lundell, Kevin Thurman, Nicolette Fike

Others: Bruce Baird, Troy Herod, Paul Linford, Andrea Allred, Mike Kelly, Nathan Brockbank

Excused: Jeff Cochran, Kara North

Sandra Steele nominated Kirk Wilkins to act as Chairman pro-tem. Seconded by Hayden Williamson. Aye: Sandra Steele, Hayden Williamson, Kirk Wilkins, Jarred Henline. Motion passed unanimously.

Call to Order - 6:36 p.m.

Roll Call - Quorum was present

Pledge of Allegiance - led by Hayden Williamson

Public Input Open by Kirk Wilkins

No input at this time.

Public Input Closed by Kirk Wilkins

4. Election of a Planning Commission Chair and Vice Chair.

Sandra Steele nominated Jeff Cochran as Planning Commission Chair for 2015. Seconded by Hayden Williamson. Aye: Sandra Steele, Hayden Williamson, Kirk Wilkins, Jarred Henline. Jeff Cochran was elected unanimously.

Jared Henline nominated Kara North as Vice Chairman. Seconded by Sandra Steele. Aye: Sandra Steele, Hayden Williamson, Kirk Wilkins, Jarred Henline. Kara North was elected unanimously.

5. Work Session Item: Discussion of The Springs Annexation Master Plan located west of the Wildflower project, approximately 1000 North 1000 West, adjacent to the south border of Camp Williams, Western Ventures, applicant.

Kimber Gabryszak presented the annexation proposal. The Annexation request is going through certification and noticing currently. This annexation includes other parcels so there are no unincorporated islands. The concept plan contains 1770 units, due to surrounding uses and utilities infrastructure access the density has been feathered from higher to lower. It is likely that the apartments will change to R-18, with a request for a height change to the R-18 zone district. Maximum density is below the number that was granted. The owners of three other parcels (HADCO) have requested Industrial zoning to enable continued mining expansion, and have also requested a buffer between the mining operations and the proposed residential development on Western Venture's property.

Mike Kelly, with applicant, noted the unique land features in the area that they have preserved as open space. The space would be connected clear throughout the development with trails and a central park area. They think they have a good mix of high and low density.

Bruce Baird, council for the project, wanted to discuss the buffer zone that was proposed. He didn't feel it was fair or necessary for 80-90% of the project to be limited. He wanted to point out that their density numbers are below what was granted.

Sandra Steele asked if the mining company had representatives here. (There were not) She wanted to know where did the buffer number come from, was it an engineer? She would like to know how that figure was determined before they make decisions. They don't want to put citizens in harm's way or damage homes. She asked how much of the open space was sensitive lands.

Kimber Gabryszak was not sure right now; there would be statement in the MDA that would say how the open space would work. The overall open space requirement will be met.

Sandra Steele wanted to make sure the open space was easily accessible for all the zones, that it wasn't all concentrated in one space.

Paul Linford responded that all the sensitive land was 30% slopes, no wetlands, but he didn't know how much of the green space was sensitive lands at this time.

Sandra Steele wanted to know about a military road that HADCO wanted preserved.

Kevin Thurman said an issue was a lot of residential traffic using the road, at some point the parties need to get together and figure out where they will put the heavy truck traffic, there should be an alternate route. There have been some preliminary discussions with some parties but all the parties need to be involved. Right now it's showing residential traffic would be on the same road. The plan doesn't quite follow the current alignment of the road and the city would have to vacate the road at some point. There is debate that it is a public road.

Sandra Steele hoped we could get more clarification by the next meeting. She feels access is a big issue. She asked what zone the federally owned parcel was coming in under, and was it BLM.

Staff replied that it was proposed to be agricultural and the ownership just indicates United States of America.

Paul Linford noted that just south of the entrance on the south area was in fact BLM and below that was Utah Power and Light.

Sandra Steele asked if they still wanted a change in the height limitation for the R18, she is hesitant with the asking for height extension for the Code, with 4 stories they would need an elevator and she is also concerned that it's where people would see it.

Kimber Gabryszak noted we will see what comes back officially.

Sandra Steele asked if they are planning on actively mining the portion that is coming in the city.

Kimber Gabryszak noted HADCO is planning on actively mining it. The City has asked them for any permits from the County and historical records of their activity. The Council can choose to zone it industrial or agricultural or something else but if HADCO can prove they have been using it for that purpose they can be grandfathered in.

Sandra Steele feels it is a little unfair if an owner has purchased land for a particular use and for no fault of their own they are annexed in and that right can be taken away from them.

Kimber Gabryszak noted it was something to be discussed as part of the process. The Council has the option to give the zone that was requested.

Hayden Williamson agrees with Sandra Steele on the last point. Will there be conditions in place to lock zones to particular density?

Kimber Gabryszak said we wouldn't lock each particular pod to a zone or density, but they are capped to the range in the pre-annexation agreement. There is some flexibility but we aren't locking them into a strict plan.

Bruce Baird said there would be a central range of numbers with a little flexibility to move some density around but they can't exceed the total cap. Each pod will have a sub cap within it. You can't move it too far in any pod or cap it out. Any developers in the future would purchase those pods with that in place.

Hayden Williamson asked what the timeline on this project was.

The Applicants noted a couple years. They would hope to get started this season, to get some roads started on.

Hayden Williamson asked if we know how long HADCO is planning on mining.

Kimber Gabryszak they have approval for a certain cubic tonnage for removal, they spoke with Eagle Mountain and it could be 10-20 or more years, at least for the foreseeable future. They will start

transitioning to some of those other uses. They have put in some infrastructure in for future use but they may or not be applying it to their own development.

Jared Henline asked about the blast zone and if they had a legal right to ask for that blast zone outside of their own property.

Kevin Thurman responded that they have the right to request it. As long as they are complying with state law there shouldn't be an issue. They have to comply with state law. We will require a geo-technical report for this property.

Jared Henline didn't think that the City should get into the dispute between the land owners.

Sandra Steele understands that the area is zoned grazing and mining right now and currently neither property is affecting the other, but now with putting houses that close she feels there is a danger depending on where they are mining. Her concern is that homeowners may have a problem with it. If we don't put the buffer in then we need a plaque with notification.

Bruce Baird understands that they have legal rights but they don't know the extent of those. They have litigated these things before and there are a whole range of issues. They won't be in the position to construct until they know all the details. They won't build anything that is unsafe. If the mining is done legally than they aren't going to do anything that will cause their homeowners to have a problem. It is between the two landowners. He does think it's a little bit hypocritical of the adjacent owners to ask for the large buffer zone. They are trying to stop us from doing anything on 2000 ft. of our property.

Kevin Thurman indicated that when it comes to zoning decisions the question is whether it's reasonably debatable and that it could promote the general welfare. Keep in mind there is a pre-annexation agreement that vests them to a certain number of units. They can make recommendation as to where the zones go. We need to keep in mind how it affects the pre-annexation agreement and the general welfare. We have discretion in where we choose to place the zones.

Hayden Williamson thought that along Camp Williams it seems that there is a greater impact to those butting up against the mining than to those up against Camp Williams.

Kimber Gabryszak responded yes, that Camp Williams is more worried about complaints from property owners. The JLUS study was to come to an agreement as to desirable development patterns around Camp Williams to minimize the potential to have to relocate due to controversy.

Hayden Williamson could see the concern where they are doing low density along camp Williams to minimize complaints but high density next to HADCO mining.

Nathan Brockbank responded that two reasons are because HADCO had high density there in the future, and he put an asphalt plant 10 feet from their property line. HADCO is also driving over their property and he feels there are issues that HADCO hasn't given the city.

Jared Henline thinks our roll tonight is just to talk about our thoughts, we aren't making any recommendations. He thinks the economic hand will take care of some of the issues. He does think HADCO has some rights being there and as long as they comply legally they will work with them. He would recommend to staff to make that area industrial. He thinks two entrances to the area are not enough.

The Applicants indicated there were two entrances on the east.

Kevin Thurman showed where HADCO's road was in comparison to what the County showed as Old Military road. What is debatable is what is public road and if it's established with 10 years of continuous use.

Jared Henline worried about water pressure in the area with all the new homes going in

Bruce Baird noted that they don't get approval until they satisfy the city engineer that they have adequate water and all engineering standards.

Kirk Wilkins asked about the mining operation, was it their request to annex?

Kimber Gabryszak said it was not their request but they were required by state law to be included.

Kevin Thurman said the actual petition has to be signed by owners that have a majority of the land value and property acreage. The state doesn't want the little unincorporated islands so you can force people to annex into the city.

Kirk Wilkins suggests that they inform buyers of the noise pollution from the mining operations and Camp Williams. He hopes they can resolve the blast zone issues. He does echo the sentiments about water resources and asked the city what the plans were.

Eric Lundell said he would work with their engineer and make sure the Master Plan matched and that they meet all the requirements. There will need to be connection made for water and other utilities.

Kirk Wilkins was also concerned for access during construction and keeping the lower height limitation in the city. He asked when they would get the geo-technical report (with the plats).

Eric Lundell noted that a lot of this was in higher zones than Harvest Hills and they would need new infrastructure for these areas.

Kirk Wilkins asked if the industrial zone allowed the mining operation (yes).

Kevin Thurman noted they don't have a current mining operation, they have a right but he is not sure they are actually mining, at least not a whole lot.

Kirk Wilkins is hoping that however the property owners work it out that it doesn't affect the future residents.

Sandra Steele asked when we bring in the BLM land, we don't allow shooting, so she is wondering if they are aware that they are being annexed

Kimber Gabryszak said they are aware of the annexation but she is not sure if they are aware of the shooting there.

Bruce Baird noted that they may be coming back to say they don't want the text change for height.

Sandra Steele had one concern that as a city they don't have a ladder truck, she thanked them for considering that.

6. Approval of Minutes:

1. December 11, 2014.

2. January 8, 2015.

Motion made by Jared Henline to continue this item until the next meeting on February 12th. Seconded by Hayden Williamson. Aye: Sandra Steele, Hayden Williamson, Kirk Wilkins, Jarred Henline. Motion passed unanimously.

7. Commission Comments.

Jared Henline commented that the water pressure seemed to be going down.

8. Director's Report.

Kimber Gabryszak noted what happened in the last Council meeting. There will be a policy session next week to approve a Wildflower agreement. She noted upcoming items for Planning Commission. They hope to have a new Planning Commissioner appointed by mid-February.

Meeting adjourned without objection by Kirk Wilkins

Adjourn 7:55 pm

Date of Approval

Lori Yates, City Recorder