



PLANNING COMMISSION AGENDA

Wednesday, May 06, 2026

NOTICE IS HEREBY GIVEN that the Herriman Planning Commission shall assemble for a meeting in the City Council Chambers, located at
5355 WEST HERRIMAN MAIN STREET, HERRIMAN, UTAH

6:00 PM WORK MEETING (Fort Herriman Conference Room)

1. Commission Business

- 1.1. Review of City Council Decisions – Michael Maloy, Planning Director
- 1.2. Review of Agenda Items – Planning Staff
- 1.3. Review and Discuss Land Development Codes, Standards, Policies, Best Practices, and Potential Amendments to Ensure Compliance with State and City Codes – Michael Maloy, Planning Director

2. Adjournment

7:00 PM REGULAR PLANNING COMMISSION MEETING (Council Chambers)

3. Call to Order

- 3.1. Invocation, Thought, Reading and/or Pledge of Allegiance
- 3.2. Roll Call
- 3.3. Conflicts of Interest

3.4. Approval of Minutes for the April 01, 2026 Planning Commission Meeting

4. Administrative Items

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application compliance with the ordinance.

4.1. Review and Consider Approval of a Conditional Use Permit for a 7-11 Convenience Store and Gas Station Located Approximately at 11833 S Teton Falls Lane in the C-2 Commercial Zone.

Applicant: Elliott Smith, TerraForm Companies, LLC (authorized agent)

Acres: ±1.56

File No: C2026-041

4.2. Review and Consider Approval of a Conditional Use Permit to Relocate Existing Transmission Lines and Four Transmission Utility Poles Located Approximately at the Corner of Redwood Road and Porter Rockwell.

Applicant: Brad Knoles, Rocky Mountain Power (authorized agent)

Acres: ±60

File No: C2026-051

4.3. Review and Consider Approval of a Conditional Use Permit for a Personal Instruction Service (i.e., a Brazilian Jiu-Jitsu Gym) Located at 14352 S Via Molvero Way, Suite D, in the MU-2 Mixed Use Zone.

Applicant: Bruno Lopes (authorized agent, business owner)

Square Feet: ±1,987 (gross square footage)

File No: C2026-059

5. Chair and Commission Comments

6. Future Meetings

6.1. Next City Council Meeting: May 13, 2026

6.2. Next Planning Commission Meeting: May 20, 2026

7. Adjournment

In accordance with the Americans with Disabilities Act, Herriman City will make reasonable accommodation for participation in the meeting. Request assistance by contacting Herriman City at (801) 446-5323 and provide at least 48 hours advance notice of the meeting.

ELECTRONIC PARTICIPATION: Members of the City Council may participate electronically via telephone, Skype, or other electronic means during this meeting.

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the Council will be asked to complete a written comment form and present it to the Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. At the conclusion of the citizen comment time, the chair may direct staff to assist the citizen on the issue presented; direct the citizen to the proper administrative department(s); or take no action. This policy also applies to all public hearings. Citizens may also submit written requests (outlining their issue) for an item to be considered at a future council meeting. The chair may place the item on the agenda under citizen comments; direct staff to assist the citizen; direct the citizen to the proper administrative departments; or take no action.

I, Angela Hansen, certify the foregoing agenda was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body, at the principal office of the public body, on the Utah State Public Notice website www.utah.gov/pmn/index.html and on Herriman City's website at www.herriman.gov, Posted and dated this 30th day of April 2026 /s/ Angela Hansen, Deputy City Recorder



PLANNING COMMISSION MINUTES

Wednesday, April 01, 2026

Draft Pending Formal Approval

The following are the minutes of the Herriman Planning Commission meeting held on **Wednesday, April 01, 2026, at 6:00 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the City Hall, on the City's website, and delivered to members of the Commission, media, and interested citizens.

Presiding: Chair Andrea Bradford

Commissioners Present at Work Meeting: Brody Rypien, Darryl Fenn, Andy Powell, Jackson Ferguson, Adam Jacobson, Alternate Forest Sickles,

Excused: Heather Garcia, Alternate Preston Oberg

Staff Present: Planner II Amanda Hamilton, Deputy Recorder Angela Hansen, Planner I Laurin Hoadley, Communications Specialist Mitch Davis, Staff Engineer III Josh Petersen, Planning Director Michael Maloy, and Commander-Operations Brent Adamson

6:00 PM WORK MEETING (Fort Herriman Conference Room)

Chair Andrea Bradford called the meeting to order at 6:05 p.m.

1. Commission Business

1.1. Review of City Council Decisions – Michael Maloy, Planning Director

Planning Director Maloy indicated there were no items to report from recent City Council decisions.

1.2. Review of Agenda Items – Planning Staff

Planner Hamilton provided a brief overview of the agenda items, noting the conditional use permit and site plan approval for Nickelmania on a 2.37-acre lot within the Herriman Business Park. Because the site exceeds one acre, Planning Commission approval is required. The proposed use is permitted under zoning, so the review focuses mainly on-site plan and design compliance.

Overall, the site plan meets setbacks and basic landscaping requirements. However, there are a few issues to resolve: the building facade uses too much stucco compared to what the ordinance allows, a required parking lot island must be added, and final engineering comments still need to be addressed.

The property is part of a larger business park subdivision that has not yet been recorded and is undergoing adjustments, including converting an internal road from private to public. Because the overall subdivision exceeds five acres, additional C-2 zoning requirements apply related to enhanced landscaping, hardscaping, and aesthetics. These have not yet been confirmed as met. Staff asked the Planning Commission to consider whether meeting those additional subdivision-wide requirements should be made a condition of Nickelmania's approval or addressed in future phases, noting that responsibility ultimately lies with the subdivision developer, not just this single project.

Planner Hoadley presented Items 5.1 and 5.2 together, covering a General Plan Amendment and a Zoning Amendment for the same lot, and recommended denial of both. The applicant proposed changing the site from C-2 Commercial to Mixed Use (MU-2), conceptually including two commercial pads and possible residential and/or hotel use. No detailed or actionable plans were submitted, and all concepts remain preliminary. Staff emphasized that City Council has previously directed that commercial land in this area be preserved. The applicant failed to provide a fiscal or financial analysis showing how mixed use would outperform straight commercial development. The City is not over-zoned for commercial, and other commercial areas are still being built out. Housing demand exists, but other areas of the city can accommodate residential growth without sacrificing commercial opportunities. The proposal does not include affordable housing or address a unique housing need. The proposed residential density (13.8 units/acre) exceeds MU-2 limits for horizontal mixed use, requiring a reduction of about 42 units, potentially affecting feasibility. Commission members discussed concerns about losing commercial services near growing residential areas. They also considered whether vertical mixed use (commercial below, residential above) could be a better alternative, since the City lacks that product type. The possibility of zoning conditions was discussed if the Commission were inclined to consider an amendment, though staff reaffirmed that denial remains the recommendation. Overall, staff concluded that no compelling planning or fiscal justification had been provided to change the General Plan or zoning, and the amendments do not align with prior Council direction or long-term city interests.

1.3. Review and Discuss Land Development Codes, Standards, Policies, Best Practices, and Potential Amendments to Ensure Compliance with Utah State and Herriman City Regulations– Michael Maloy, Planning Director

Chair Bradford raised questions about the future expansion of Mountain View Corridor. Planning Director Maloy clarified that Mountain View Corridor planning has been developed as a part of a larger infrastructure project but is not expected to impact existing properties by acquiring additional right of way. Noise mitigation measures are anticipated as traffic volume increases. Meanwhile, Commissioner Powell and other commissioners discussed adjacent development and potential business opportunities possibly included in the affected areas. Planning Director Maloy informed the commission of potential interest in commercial reuse of existing properties as consequently impacted parcels become available. The observations led to a consensus that Herriman is positioned to manage corridor expansion effectively, despite the need to adapt to several infrastructure and municipal requirement changes.

Additionally, there was further discussion about a recently approved rezone for a bike shop, where the council added zoning conditions to remove specific land uses that wouldn't fit the location due to surrounding residential areas.

Planning Director Maloy provided updates about the new software for community development, called LAMA, which aims to enhance capabilities such as public portals for application submissions and status checks. The implementation of this software, expected to take about a year, will significantly improve engagement with the public and streamline internal processes for the planning department.

The commission then watched training videos.

2. Adjournment

Commissioner Jacobson moved to adjourn the meeting at 7:01 p.m. Seconded by Commissioner Powell and all voted aye.

7:00 PM REGULAR PLANNING COMMISSION MEETING (Council Chambers)

3. Call to Order

Chair Andrea Bradford called the meeting to order at 7:05 p.m.

- 3.1. Invocation, Thought, Reading and/or Pledge of Allegiance

Clint Underwood led the audience in the Pledge of Allegiance.

- 3.2. Roll Call

Full Quorum Present

- 3.3. Conflicts of Interest

No conflicts were reported.

- 3.4. Approval of Minutes for the March 04, 2026 Planning Commission Meeting

Commissioner Powell motioned to approve the Minutes for the March 04, 2026 Planning Commission meeting; Commissioner Sickles seconded and all voted aye.

4. Administrative Items

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application compliance with the ordinance.

4.1. Review and consider approval of a Conditional Use Permit for Nickelmania located at approximately 3585 W Maradona Drive in the C-2 Commercial Zone.

Applicant: Guilford Rand, Architectural Coalition, (authorized agent)

Acres: ± 2.37

File No: C2025-138

Planner Hamilton presented the conditional use permit application for Nickelmania, an indoor recreation facility proposed for approximately 2.37 acres at 3585 W Maradona Drive in the C-2 Commercial Zone. The property is part of the Herriman Business Park subdivision, which exceeds 5 acres and therefore requires Planning Commission approval for site plans over 1 acre.

Planner Hamilton explained that the proposed arcade and entertainment facility meets setback requirements and provides adequate landscaping at 20 percent of the site (double the required 10 percent). The main concerns identified were facade material percentages, specifically stucco usage exceeding the 20 percent allowance on some elevations, and the need for an additional parking lot island to meet ordinance requirements. The site plan showed the building at 21 feet 4 inches in height with parapets extending to 26 feet 11 inches, well under the 45-foot limitation.

Commissioner Powell inquired about sidewalk connectivity to Academy Parkway, but Planner Hamilton explained that a 5-foot retaining wall with fencing prevents safe pedestrian access in that area.

*Commissioner Jacobson moved to approve item 4.1 **Review and consider approval of a Conditional Use Permit for Nickelmania located at approximately 3585 W Maradona Drive in the C-2 Commercial Zone. With staff’s recommendations 1. Address all recommendations and requirements from other agencies. 2. All exterior elevations shall have a minimum of sixty percent (60%) brick or stone, and the stucco finishes shall be reduced to twenty percent (20%) on each separate elevation. 3. Provide elevations for the trash enclosure. The trash enclosure shall be finished to match the primary structure, utilizing brick, stone, or stucco, and the gate shall be fully opaque per ordinance. 4. All signs shown on the site plan will require a separate permit. 5. Address and comply with the approval conditions for the Herriman Business Park, as applicable.***

Commissioner Powell seconded the motion.

The vote was recorded as follows:

<i>Commissioner Darryl Fenn</i>	<i>Aye</i>
<i>Commissioner Jackson Ferguson</i>	<i>Aye</i>
<i>Commissioner Heather Garcia</i>	<i>Absent</i>
<i>Commissioner Brody Rypien</i>	<i>Absent</i>
<i>Commissioner Adam Jacobson</i>	<i>Aye</i>
<i>Commissioner Andy Powell</i>	<i>Aye</i>
<i>Alternate Commissioner Forest Sickles</i>	<i>Aye</i>
<i>Alternate Commissioner Preston Oberg</i>	<i>Absent</i>

The motion passed unanimously.

5. Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for a decision at the next available City Council meeting.

5.1. Consideration of a request to amend the General Plan Future Land Use Map from C2 Commercial to Mixed-Use Zone “Neighborhood Two” for ±15.47 acres of property at 15101 Mountain View Corridor Highway.

Applicant: Edge Homes
Acres: ±15.47
File No: G2026-031

Planner Hoadley presented a request for a general plan and zoning amendment concerning approximately 15.47 acres located at 15101 Mountain View Corridor Highway. The applicant, Edge Homes, seeks to amend the zoning designation from General Retail to Mixed-Use Neighborhood Two. Their proposal aims to accommodate 149 residential units, two commercial sites, and a prospective hotel. Additionally, the proposed residential density of 13.8 units per acre surpasses the horizontal mixed-use limit of 10 units per acre, necessitating a reduction of 42 units to meet zoning requirements. Staff recommended against the amendment, stating that only one of the five required standards was met. The proposal lacks compelling justification for shifting from a priority on commercial designation, as previously emphasized by the city.

Applicant Brandon Watson, representing Edge Homes, emphasized that the amendment does not intend to eliminate commercial usage but rather to optimally position commercial development in flatter regions. He highlighted the site's topographical challenges, notably a 60-foot vertical decline from Mountain View Corridor to the northeast corner, which complicates traditional commercial development due to the need for extensive grading and retaining walls. The steeper sections would be utilized for residential units that complement the existing landscape through design features like walkout or garden-level units. This strategic approach is seen as a realistic and economically viable utilization of the land, enhancing commercial viability.

During the commission's deliberation, concerns were articulated regarding potential loss of commercial land and the proposal's mixed-use validity, given the seeming lack of integration between commercial and residential elements. Some members underscored the need for exploring vertical mixed-use as an alternative, given the absence of such a product type in the city's portfolio.

Chair Bradford opened the public hearing.

Public input included a written objection from resident Holly Siegel, who expressed concerns about overcrowding and advocated for the land to remain designated for commercial use. She highlighted that there are already a significant number of homes, town homes, and condos being developed in the area, which could lead to a crowding issue. She noted that her and others' preference to maintain the current commercial zoning aligns with Herriman's long-term development plans to ensure the city remains an appealing and functional place to live, particularly considering the infrastructure and public service demands that accompany increased residential density.

Resident Clint Underwood voiced opposition to the amendment, emphasizing the importance of preserving commercial zones, especially along the Mountain View Corridor. He underscored that the original zoning decisions were made with a vision for future development that benefits the wider community and suggested that adding more housing could pose challenges by requiring increased city services like police, fire, and schools, all potentially contributing to higher costs and a strain on resources. He argued that the unique hillside location, with its steep slopes and lack of direct access, would not provide the quality of life expected by prospective homeowners and would deter rather than

promote well-conceived urban development. His concerns reflected a broader community sentiment toward maintaining a balance between residential and commercial development that is in harmony with the needs and growth expectations of Herriman City.

Commissioner Powell moved to close the public hearing, Seconded by Commissioner Sickles and all voted Aye.

Commissioner Jacobson showed openness to mixed-use development but advocated for significantly fewer residential units and a genuine vertical mixed-use design as opposed to the proposed horizontal format. He expressed concerns about the proposal's validity as a mixed-use development, pointing out that the current plan seemed to be an abrupt division between commercial and residential areas without true integration. Commissioner Jacobson suggested prioritizing commercial that quickly results in usable commercial spaces rather than maintaining it as commercial land that remains undeveloped. He envisioned a plan with commercial units at the ground level, potentially with residential units above, to stimulate a functional community space that meets the city's long-term vision.

Commissioner Ferguson championed retaining the current commercial designation to meet business needs for the growing residential sectors and voiced his opinion that the area could still support various forms of commercial use despite the site's topographical challenges. He raised concerns about the site's potential as a mixed-use development without a cohesive plan that integrates commercial and residential elements effectively, emphasizing the necessity for business services to support the community's growth.

Commissioner Sickles underscored a preference for tangible vertical mixed-use plans over aspirations for developments solely influenced by zoning changes. He stressed that changing the zoning without a clear plan would not necessarily ensure development success and highlighted the importance of a detailed proposal that creates synergy between residential and commercial spaces. He noted that if the proposal had included a convincing vertical mixed-use design, it might have been more favorably received by the commission. The commissioners displayed differing views; some were open to mixed-use consideration with specific improvements, while others, like Commissioner Ferguson, favored preserving the site's commercial status to ensure future economic viability and community service alignment with city growth objectives.

Commissioner Jacobson moved to continue item 5.1 Consideration of a request to amend the General Plan Future Land Use Map from C2 Commercial to Mixed-Use Zone “Neighborhood Two” for ±15.47 acres of property at 15101 Mountain View Corridor Highway.

Commissioner Powell seconded the motion.

The vote was recorded as follows:

<i>Commissioner Darryl Fenn</i>	<i>No</i>
<i>Commissioner Jackson Ferguson</i>	<i>No</i>
<i>Commissioner Heather Garcia</i>	<i>Absent</i>
<i>Commissioner Brody Rypien</i>	<i>Absent</i>
<i>Commissioner Adam Jacobson</i>	<i>Aye</i>
<i>Commissioner Andy Powell</i>	<i>Aye</i>
<i>Alternate Commissioner Forest Sickles</i>	<i>No</i>

Alternate Commissioner Preston Oberg Absent

The motion failed with a vote of 2:3.

Commissioner Sickles moved to forward a denial recommendation of approval to City Council of item 5.1
Consideration of a request to amend the General Plan Future Land Use Map from C2 Commercial to Mixed-Use Zone “Neighborhood Two” for ±15.47 acres of property at 15101 Mountain View Corridor Highway.

Commissioner Ferguson seconded the motion.

The vote was recorded as follows:

<i>Commissioner Darryl Fenn</i>	<i>Aye</i>
<i>Commissioner Jackson Ferguson</i>	<i>Aye</i>
<i>Commissioner Heather Garcia</i>	<i>Absent</i>
<i>Commissioner Brody Rypien</i>	<i>Absent</i>
<i>Commissioner Adam Jacobson</i>	<i>No</i>
<i>Commissioner Andy Powell</i>	<i>No</i>
<i>Alternate Commissioner Forest Sickles</i>	<i>Aye</i>
<i>Alternate Commissioner Preston Oberg</i>	<i>Absent</i>

The motion passed with a vote of 3:2.

5.2. Review and consider a recommendation to the City Council to amend the Herriman City Official Zoning Map from C2 Commercial Zone to MU2 Mixed-Use two Zone for ±15.47 acres of property located generally at 15101 Mountain View Corridor Highway. (Public Hearing)

Applicant: Edge Homes

Acres: ±15.47

File No: Z2026-032

Chair Bradford opened the public hearing.

No comments were offered.

Commissioner Powell moved to close the public hearing, Seconded by Commissioner Ferguson and all voted Aye.

Commissioner Sickles moved to forward a denial recommendation of approval to City Council of item 5.2.
Review and consider a recommendation to the City Council to amend the Herriman City Official Zoning Map from C2 Commercial Zone to MU2 Mixed-Use two Zone for ±15.47 acres of property located generally at 15101 Mountain View Corridor Highway.

Commissioner Ferguson seconded the motion.

The vote was recorded as follows:

<i>Commissioner Darryl Fenn</i>	<i>Aye</i>
<i>Commissioner Jackson Ferguson</i>	<i>Aye</i>
<i>Commissioner Heather Garcia</i>	<i>Absent</i>
<i>Commissioner Brody Rypien</i>	<i>Absent</i>
<i>Commissioner Adam Jacobson</i>	<i>No</i>
<i>Commissioner Andy Powell</i>	<i>No</i>
<i>Alternate Commissioner Forest Sickles</i>	<i>Aye</i>
<i>Alternate Commissioner Preston Oberg</i>	<i>Absent</i>

The motion passed with a vote of 3:2.

6. Chair and Commission Comments

Commissioner Ferguson emphasized the difficulty of the commercial development decision, acknowledging the challenges of steep terrain while maintaining that the area needs commercial services for existing and planned residential development.

Commissioner Jacobson noted the lengthy timeline for commercial development on challenging sites and expressed support for mixed-use development that would require commercial construction early in the process, rather than the typical pattern of residential-first development.

Commissioner Sickles agreed about the importance of quality commercial development and noted that if the proposal had included vertical mixed-use rather than horizontal separation, it might have received more favorable consideration.

7. Future Meetings

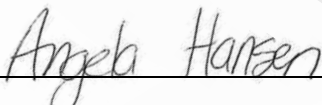
7.1. Next City Council Meeting: April 8, 2026

7.2. Next Planning Commission Meeting: April 15, 2026

8. Adjournment

Commissioner Powell moved to adjourn the meeting at 8:14 p.m. Seconded by Commissioner Sickles and all voted aye.

I, Angela Hansen, Deputy City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on April 01, 2026. This document constitutes the official minutes for the Herriman City Planning Commission Meeting.



 Angela Hansen
 Deputy City Recorder



STAFF REPORT

DATE: May 6, 2026
TO: Planning Commission
FROM: Amanda Hamilton, Planner II
SUBJECT: Review and consider approval of a Conditional Use Permit for a 7-11 Convenience Store and Gas Station located at approximately 11833 S Teton Falls Ln in the C-2 Commercial Zone.
Applicant: Elliott Smith, TerraForm Companies, LLC (authorized agent)
Acres: ±1.56
File No: C2026-041

RECOMMENDATION:

Staff findings:

- a. The proposed use complies with the Conditional Use standards.
- b. The proposed use complies with Zoning requirements for the C-2 Commercial Zone.
- c. The proposed architectural plans and site plan meet the requirements of the Teton Commercial Master Development Agreement (*See attachment F – Teton Commercial Master Development Agreement*).

Based on the information and findings contained within this report, the staff recommends approval of the Conditional Use Permit for a 7-11 gas station and convenience store located at approximately 11833 S Teton Falls Ln in the C-2 Commercial Zone with the following requirements:

1. Acknowledge and address all comments from other agencies.
2. Include a bicycle rack per the Teton Commercial Master Development Agreement. Location to be approved on the site improvement plans prior to installation.
3. Comply with all design details and requirements within the Teton Commercial Master Development Agreement.

ISSUE BEFORE COMMISSION:

Based on the enclosed findings and recommended conditions, should the Planning Commission approve the proposed Conditional Use for a 7-11 gas station and convenience store?

BACKGROUND & SUMMARY:

On behalf of 7-11, Elliot Smith requested the approval of a Conditional Use Permit for site development on Lot 4 (i.e., the “Subject Property”) of the Teton Commercial Subdivision.

Located on Lot 4 of the Teton Commercial Subdivision. The proposed structure will be twenty-one (21) feet and six (6) inches tall. Multiple parapets have been proposed as architectural features, which reach a maximum of roughly twenty-four (24) feet tall. The structure’s exterior is finished with stucco, brick, limestone, glass, and aluminum architectural elements.

DISCUSSION:

ENGINEERING REVIEW

Staff Finding: The Engineering Department has reviewed the proposed site plan and has no further concerns.

CONDITIONAL USE REVIEW (STANDARDS FROM 10-5-10.E.1):

“Gasoline Service Station” is a Conditional Use in the C-2 Commercial Zone and is subject to compliance with the “Approval Standards” listed in 10-5-10(E), which have been summarized and reviewed below:

Consistent with the applicable objectives, goals, and policies of the General Plan

Staff Finding: The proposed use is a conditional use per the Chapter 10-16 Table of Uses.

The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:

- a) **Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.**

Staff Finding: Impacts related to street-level services and traffic patterns were addressed through the Teton Commercial Master Development Agreement. Access to the development is from 11800 South and Mustang Trail Way, and private roads within the development provide vehicular access directly to the site.

- b) **Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City’s engineering staff, contracted engineers, and utility service providers.**

Staff Finding: The Engineering Department has reviewed the plans and deemed the site and proposed plans adequate for utility systems, service delivery, and capacities.

c) Detrimental effects on connectivity and safety for pedestrians and bicyclists.

Staff Finding: Pedestrian and bicycle access will be provided via sidewalk connections from 11800 South and Mustang Trail Way. As per City ordinance, the pedestrian access will be paved with a different texture and material from the asphalt drive through the site.

d) Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.

Staff Finding: Based on a review of all applicable regulatory standards, staff does not anticipate the proposal will have any negative environmental effects on adjacent properties.

e) Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high groundwater, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.

Staff Finding: Based on a review of all applicable regulatory standards, staff does not anticipate the proposal will have any negative environmental effects on adjacent properties.

f) Detrimental effects of modifications to or installation of signs and exterior lighting that conflict with neighborhood compatibility.

Staff Finding: No signs or modifications to the exterior lighting of the building or site are to be considered with this proposal. Signage for the site will be subject to the locations and design standards found in the Teton Commercial Master Development Agreement.

g) Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.

Staff Finding: The proposed building elevations are proposed to meet the spirit and intent of the Teton Commercial Master Development Agreement while maintaining the branding's architecture. Landscaping meets code requirements.

h) Detrimental effects on the tax base and property values.

Staff Finding: Approval of the proposal will not impact the City's tax base or property values. However, the approval of this proposal will provide new jobs within the City.

i) Detrimental effects on the current level of economy in governmental expenditures.

Staff Finding: The City is not providing any economic incentives for the proposed use, and the use will not impose any negative impacts on governmental expenditures.

j) Detrimental effects on emergency fire service and emergency vehicle access.

Staff Finding: The appropriate agencies reviewed the proposal and found no detrimental impacts on emergency fire services or vehicle access.

k) Detrimental effects on usable open space.

Staff Finding: The proposal will not impact any usable open space on or near the site.

l) Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.

Staff Finding: Upon review of City records, staff did not identify any outstanding compliance issues related to the site or the existing structure.

ZONING ORDINANCE REVIEW

Parking

Staff Finding: Convenience stores are required to provide one (1) parking space for every 200 square feet of floor area, with an additional requirement to provide a minimum of five (5) spaces per the Chart 10-24 Off-Street Parking Schedule. The applicant has proposed twenty-five (25) parking stalls for patrons and employees, which includes two (2) accessible stalls.

Building Design

Staff Finding: The Teton Commercial Master Development Agreement includes requirements for building materials. Buildings are to have a minimum of sixty percent (60%) durable materials such as brick and stone on all sides of the building. The remaining forty percent (40%) of the building shall consist of stucco, and metal or other durable materials selected by the Owner and approved by the Master Developer, which are consistent with the Project Color and Material Board. The applicant has proposed a building that complies with these requirements and has provided a letter of approval for the design from the Master Developer.

Setbacks

Staff Finding: A minimum front yard setback of twenty (20) feet is required in the C-2 Zone, which the applicant has provided on both street frontages. Both of these areas will be landscaped to City standards, as well as all other required landscape areas.

In conclusion, staff determined that the applicant's request (with conditions) is consistent with applicable standards and recommends Planning Commission approval, subject to conditions.

ALTERNATIVES:

The Planning Commission may consider the following alternative actions:

Alternatives	Recommendation	Considerations for Alternative	Considerations against Alternative
Approve proposal as submitted		Approval facilitates additional commercial uses and job creation in the area	Without staff recommendations, the proposal may have an increased impact on pedestrian access to the site
Approve proposal with conditions	Yes	Approval with conditions facilitates the expansion of commercial uses and job creation in the area	Commission may determine that additional conditions are warranted
Postpone proposal (with or without date)		Commission may identify additional issues that warrant further research and review. A motion to postpone should identify any additional information required	Staff has not identified any issues that warrant postponement
Deny proposal		Commission may deny the proposal based on findings relative to the applicable standards	Staff has not identified any findings that warrant denial

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Site Plan
- D. Building Elevation
- E. Landscaping
- F. Teton Master Development Agreement



Conditional Use Application

PROPERTY INFORMATION			
Property Address: 11833 S Mustang Trail Way (Lot 4 of Teton Commercial Subdivision)			
Parcel Numbers: 26-26-201-006			
Acres: 1.556	Proposed building square footage: 4,791		
Request: Conditional Use and site plan approval for a new, ground up 7 Eleven c-store/fuel station			
APPLICANT INFORMATION			
Name of Applicant: TerraForm Companies, LLC [REDACTED]			
Address of Applicant: [REDACTED]			
Email of Applicant: [REDACTED]	Phone: [REDACTED]		
Applicants Affiliation with the Subject Property:			
<input type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Architect <input checked="" type="checkbox"/> Other			
Engineer: (if not listed above) Benchmark Civil [REDACTED]			
Email of Engineer: [REDACTED]	Phone of Engineer: [REDACTED]		
Architect: (if applicable) The Dimension Group [REDACTED]			
Email of Architect: [REDACTED]	Phone of Architect: [REDACTED]		
Property Owner: (if not listed above) Wiggy Wash, LLC			
Email of Owner: [REDACTED]	Phone: [REDACTED]		
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
Zone:	Assigned Planner:		Receipt #

APPLICANT'S AFFIDAVIT

State of Utah)
City of Herriman)

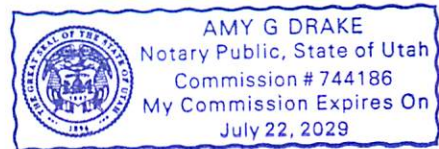
I (we), TerraForm Companies, LLC/Elliott Smith, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief

Signed [Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 27th of February, in the year 2026, before me Amy G. Drake, personally appeared Elliott Smith, proved to me through satisfactory evidence of identification, which was driver license, to be the person whose name is signed on the preceding document in my presence.

[Signature]
Notary Signature



*May be owner of record, contract owner, party to valid earnest money agreement, option holder or have other legal control of the property.

AGENT AUTHORIZATION

I (we), Wiggy Wash, LLC, a Utah limited liability company, the owner(s) of the real property at 11833 S. Teton Falls Lane, Herriman, Utah, do hereby appoint TerraForm Companies, LLC, a Utah limited liability company as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize TerraForm Companies, LLC, a Utah limited liability company to appear on my (our) behalf before any City Boards considering this application.

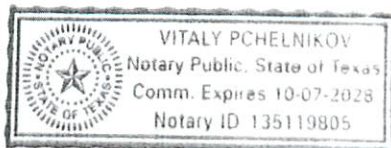
Wiggy Wash, LLC, a Utah limited liability company

By: [Signature]
Name: Ryan Moore
Title: CFO

STATE OF TEXAS)
COUNTY OF TRAVIS)

On this 11 of March, in the year 2026, before me, Vitaly Pchelnikov, personally appeared Ryan Moore, as CFO of Wiggy Wash, LLC, a Utah limited liability company, proved to me through satisfactory evidence of identification, which was TEXAS DL, to be the person whose name is signed on the preceding document in my presence.

[Signature]
Notary Signature





Conditional Use Checklist

City Use Only

Applicant Submitted	All information should be submitted electronically to planning@herriman.org	Accepted	N/A Initials
Initial <u>EG</u>	Conditional Use Application, including a description of the proposed use and the appropriate fee		
Initial <u>EG</u>	A statement by the applicant demonstrating how the conditional use permit request meets the approval standards (See attached)		
	Site Plan submittal information (Land Development Code 10-5-12), which includes:		
Site plan showing the following:			
Initial <u>EG</u>	All infrastructure and development facilities related to the project located within two hundred fifty feet (250') of the site boundary		
Initial <u>EG</u>	Layout, dimensions, and names of existing and future road rights-of-way		
Initial <u>EG</u>	Project name, north arrow, and tie to a section monument		
Initial <u>EG</u>	The boundary lines of the project site with bearings and distances		
Initial <u>EG</u>	Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas		
Initial <u>EG</u>	Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment		
Initial <u>EG</u>	Location of man-made features including irrigation facilities, bridges, railroad tracks, and buildings		
Initial <u>EG</u>	A tabulation table, showing total gross acreage, square footage of street rights-of-way, square footage of building footprint, square footage of total building floor area, square footage of landscaping, number of parking spaces, and if any, the number and type of dwellings, and the percentage devoted to each dwelling type and overall dwelling unit density		
Initial <u>EG</u>	Identification of property, if any, not proposed for development		
Grading and drainage plan showing the following:			
Initial <u>EG</u>	North arrow, scale, and site plan underlay		
Initial <u>EG</u>	Topography contours at two foot (2') intervals		
Initial <u>EG</u>	Areas of substantial earth moving with an erosion control plan		
Initial <u>EG</u>	Location of existing water courses, canals, ditches, springs, wells, culverts, and storm drains, and proposed method of dealing with all irrigation and waste water		
Initial <u>n/a</u>	Location of any designated FEMA floodplain and/or wetland boundaries;		
Initial <u>EG</u>	Direction of stormwater flows, catch basins, inlets, outlets, waterways, culverts, detention basins, orifice plates, outlets to off-site facilities, and off-site drainage facilities when necessary based on adopted City standards and specifications; and		



Utility plan showing the following:			
Initial <u>EG</u>	North arrow, scale, and site plan underlay		
Initial <u>EG</u>	All existing and proposed utilities including, but not limited to, sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communications lines, cable television lines, and street lights		
Initial <u>EG</u>	Minimum fire flow required by the Building Code for the proposed structures, and fire flow calculations at all hydrant locations		
Initial <u>EG</u>	Location and dimensions of all utility easements		
Initial <u>EG</u>	A letter from each utility provider, other than the City, addressing the feasibility and their requirements to serve the project;		
Initial <u>EG</u>	Landscaping plan, consistent with the requirements of chapter 23 of this title		
Building elevations for all buildings showing the following:			
Initial <u>EG</u>	Accurate front, rear, and side elevations drawn to scale		
Initial <u>EG</u>	Exterior surfacing materials and colors, including roofing material and color		
Initial <u>EG</u>	Outdoor lighting, furnishings, and architectural accents		
Initial <u>EG</u>	Location and dimensions of proposed signs		
Initial <u>n/a</u>	Where one or more conditions of unusual soil, vegetation, geology, or slope exist, resulting in increased fire, flood, or erosion hazards, traffic circulation problems, sewage disposal problems, or potential property damage from extensive soil slippage and subsidence, an applicant shall, upon request of the Planning Commission or City Engineer, provide contour and drainage plans, cut and fill specifications, and soil and geologic reports. The required details of such reports and plans may vary depending on the severity of the unusual conditions, but in any event such plans and reports shall be reviewed and approved by the City prior to final approval of a site plan;		
The following documents:			
Initial <u>n/a</u>	Any agreements with adjacent property owners regarding development of the site		
Initial <u>n/a</u>	Evidence of compliance with applicable Federal, State, and local laws and regulations, if requested by the Planning Commission or Community Development Director		
Initial <u>n/a</u>	A traffic impact analysis, if requested by the Planning Commission or City Engineer		
Initial <u>EG</u>	Warranty deed and preliminary title report or other document showing the applicant has control of the property		
Initial <u>EG</u>	Parcel maps from the County Recorder's Office showing the subject property and all property located within four hundred feet (400') thereof.		

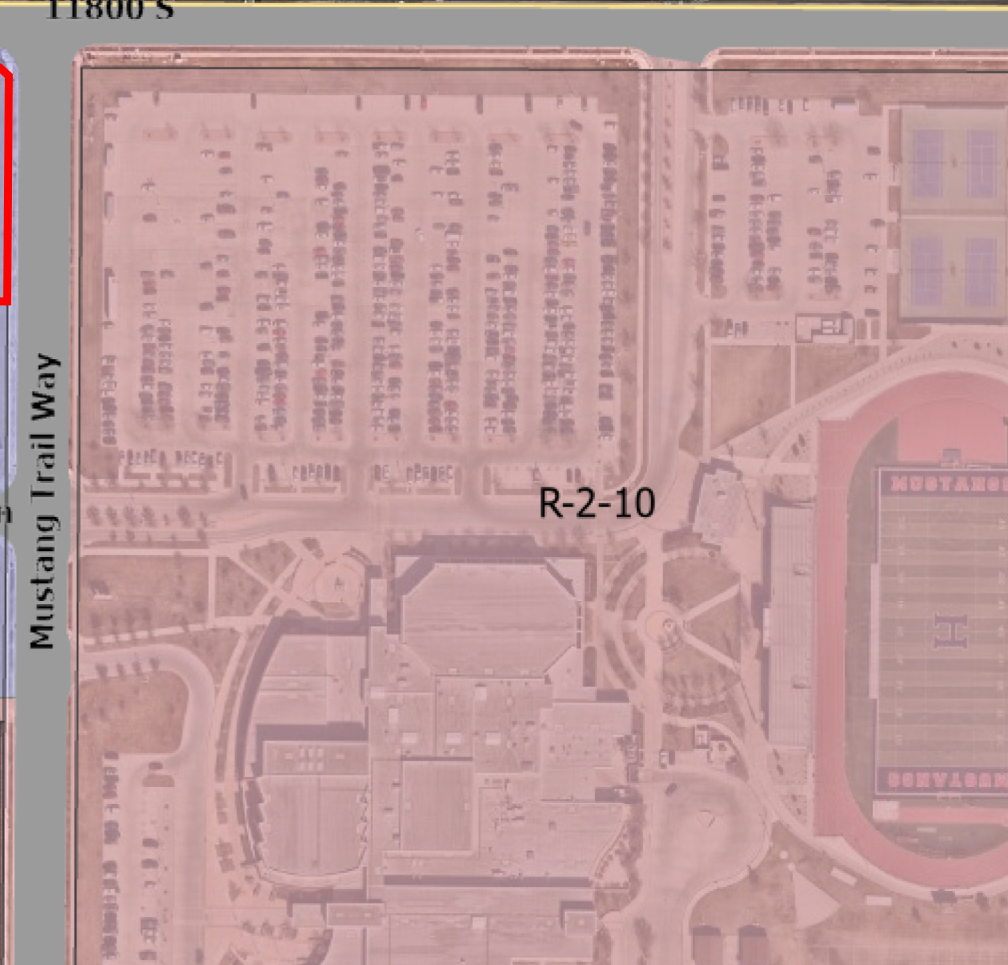
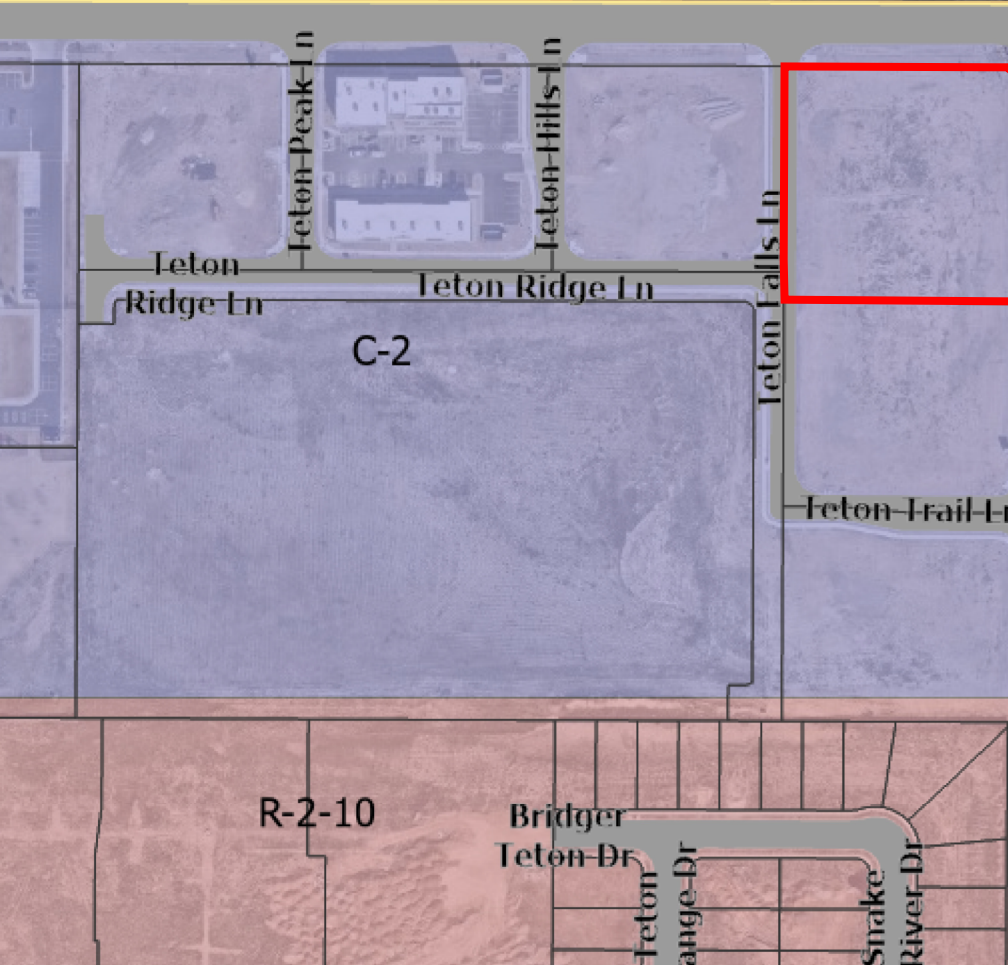


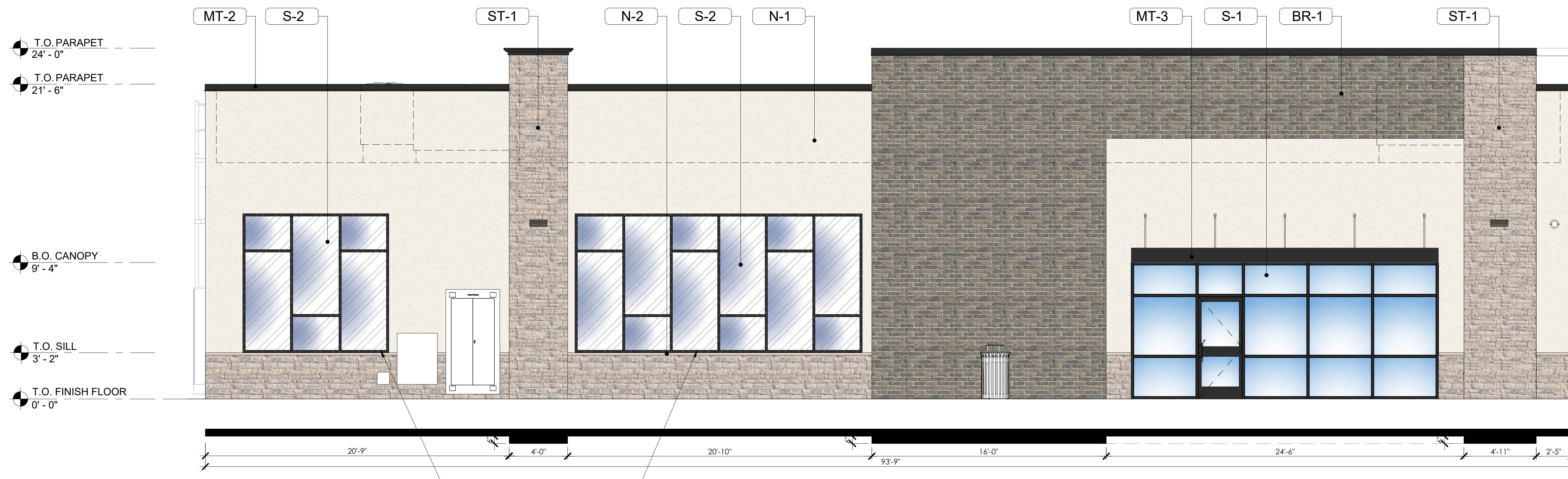
CONDITIONAL USE STANDARDS

Approval Standards: A conditional use permit shall run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. All conditional uses shall meet the following standards:

1. The proposed conditional use shall comply with City, State, and Federal codes as applicable to the site where the conditional use will be located.
2. The proposed conditional use is consistent with the applicable objectives, goals, and policies of the General Plan.
3. The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:
 - a. Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.
 - b. Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City's engineering staff, contracted engineers, and utility service providers.
 - c. Detrimental effects on connectivity and safety for pedestrians and bicyclists.
 - d. Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.
 - e. Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.
 - f. Detrimental effects of modifications to or installation of signs and exterior lighting

- g. that conflict with neighborhood compatibility.
 - g. Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.
 - h. Detrimental effects on the tax base and property values.
 - i. Detrimental effects on the current level of economy in governmental expenditures.
 - j. Detrimental effects on emergency fire service and emergency vehicle access.
 - k. Detrimental effects on usable open space.
 - l. Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.
4. Conditions may be imposed as necessary to conform the proposed conditional use permit to the requirements set forth in subsection E of this section. Such conditions shall be expressly set forth in the approval authorizing the conditional use.





4 ELEVATION - REAR (SOUTH)
1/4" = 1'-0"

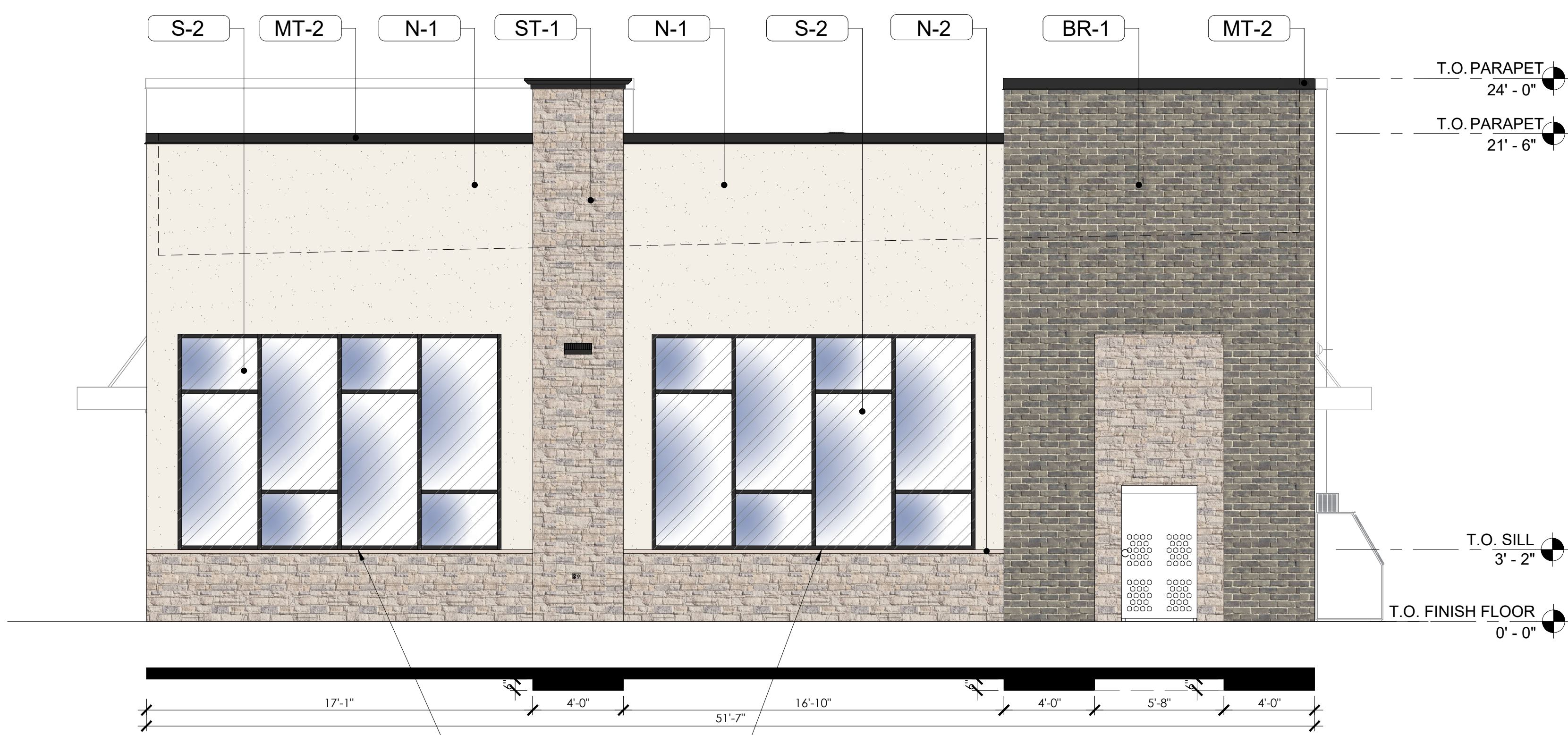
MATERIAL SCHEDULE		
Code	Description	Image
BR-1	EL DORADO TUNDRA BRICK "ASHLAND"	
N-1	DRYVIT STUCCO, #101 "SUPER WHITE"	
N-2	DRYVIT STUCCO, #341 "PRALINE"	
ST-1	ELDORADO STONE LIMESTONE "GRAND BANKS"	
MT-2	PRE-FINISHED METAL COPING & COMPRESSION EDGE "COAL BLACK"	
MT-3	MAPES PRE-FINISHED ALUMINUM CANOPY "MATTE BLACK"	
S-1	PRE-FINISHED ALUMINUM STOREFRONT GLAZING "BLACK"	
S-2	LED BACKLIT, FROSTED SPANDREL GLASS, FAUX STOREFRONT ALUMINUM FRAME "BLACK"	
P-1	PAINT - SW7062 "VERSATILE GRAY"	
P-3	PAINT - SW6258 "TRICORN BLACK"	
ACM	ALUMINUM COMPOSITE MATERIAL PROVIDED BY SIGN VENDOR TO MATCH FUEL BRANDING STANDARDS COLOR TO MATCH (N-1)	

Rev. #	Date	Description

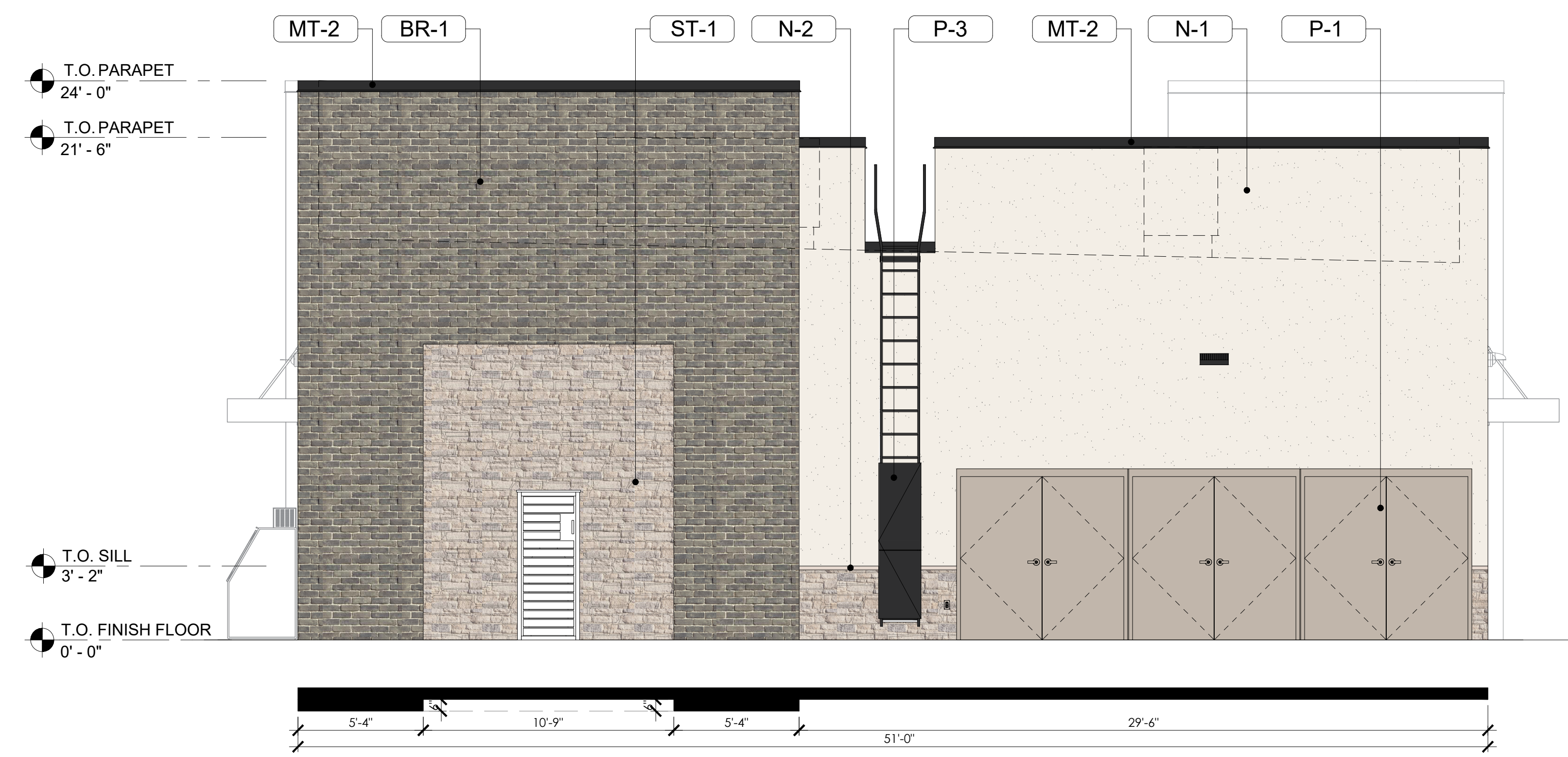
9350-CST 2025-04

7-ELEVEN, INC.
3200 HACKBERRY ROAD, IRVING, TX 75063
7-ELEVEN #1057762
11800 S & MUSTANG TRAIL WAY
HERRIMAN, UT 84096

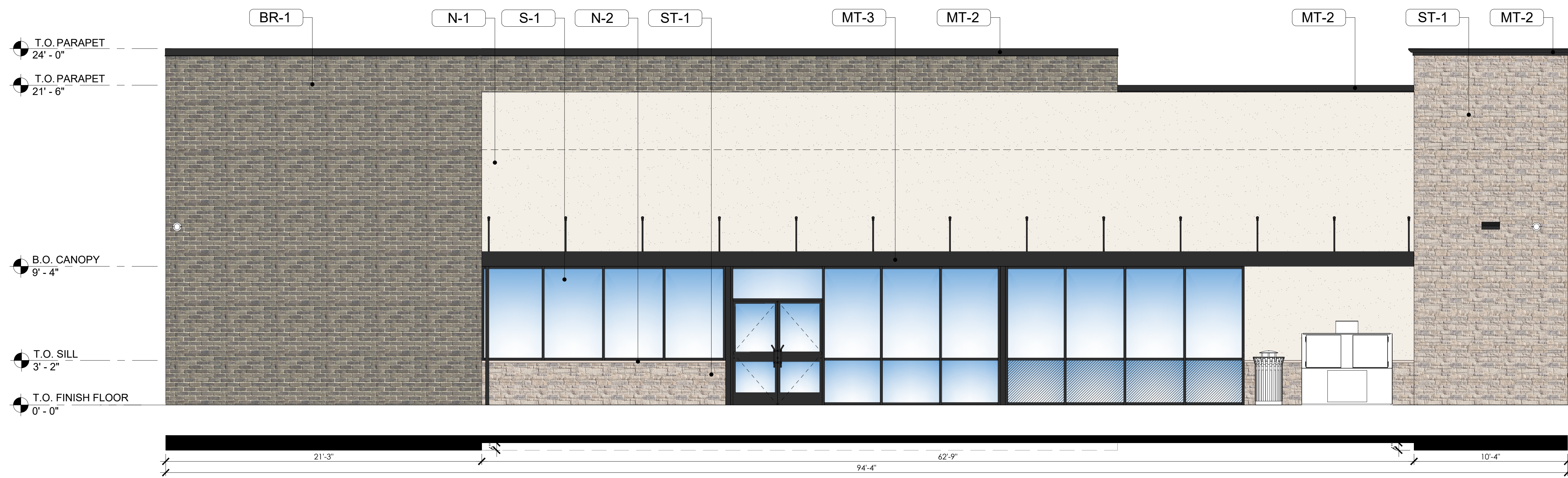
COLOR
EXTERIOR ELEVATIONS



3 ELEVATION - LEFT (EAST)
1/4" = 1'-0"



2 ELEVATION - RIGHT (WEST)
1/4" = 1'-0"



1 ELEVATION - FRONT (NORTH)
1/4" = 1'-0"

BUILDING MATERIAL CALCULATIONS			
FACADE	REQ'D %	PROVIDED	
NORTH (FRONT)	2114 SQFT	PRIMARY: 60-90% SECONDARY: 20-40%	N-1: 757 SQFT = 35% BR-1: 604 SQFT = 29% ST-1: 316 SQFT = 16%
EAST (LEFT)	1128 SQFT	PRIMARY: 60-90% SECONDARY: 20-40%	N-1: 334 SQFT = 29% BR-1: 249 SQFT = 22% ST-1: 268 SQFT = 24%
SOUTH (REAR)	2088 SQFT	PRIMARY: 60-90% SECONDARY: 20-40%	N-1: 463 SQFT = 35% BR-1: 516 SQFT = 35% ST-1: 353 SQFT = 9%
WEST (RIGHT)	1113 SQFT	PRIMARY: 60-90% SECONDARY: 20-40%	N-1: 409 SQFT = 36% BR-1: 368 SQFT = 33% ST-1: 188 SQFT = 14%

TRANSPARENCY CALCULATIONS			
TRANSPARENCY ZONE AREA	REQ'D SF	PROVIDED	COMMENTS
EAST (LEFT)	859 * 30% = 258 SQFT	271 SQFT (31%)	FACES R.O.W. 30% MIN. TRANSPARENCY REQ'D. BACKLIT VISION GLASS ASSEMBLY (SHADOW-BOX TYPE)
SOUTH (REAR)	1509 * 30% = 453 SQFT	477 SQFT (31%)	FACES R.O.W. 30% MIN. TRANSPARENCY REQ'D. BACKLIT VISION GLASS ASSEMBLY (SHADOW-BOX TYPE)

Job#: C25-147
Scale: AS NOTED
Date: 02/24/2026
Drawn By:
Checked By:

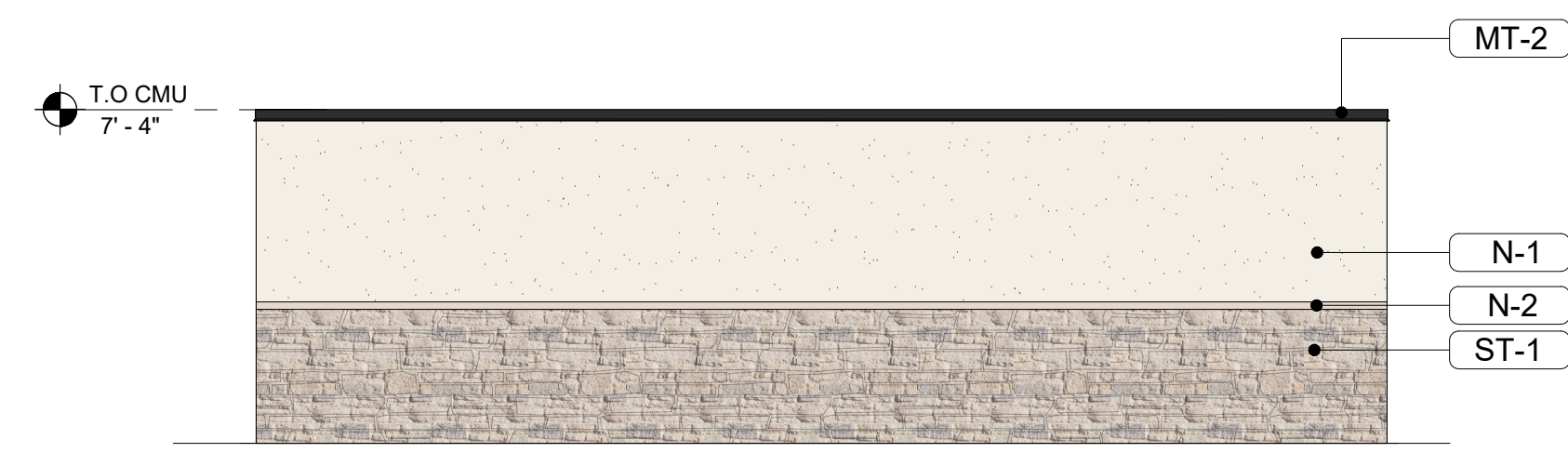
Documents prepared by the Architectural Group are for the specific project and are not to be used for any other project, by owner or any other party, without the expressed, written consent of the Architectural Group. The Architectural Group is not responsible for any errors or omissions in these drawings. The Architectural Group shall not be held liable for any claims or losses.

PRELIMINARY DRAWINGS
DESIGN USE ONLY
NOT FOR CONSTRUCTION

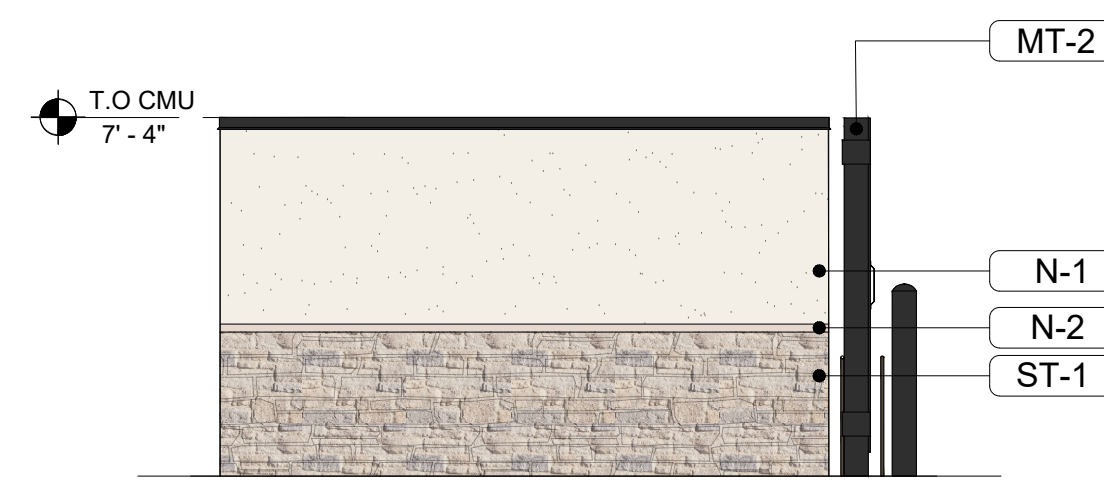
02.24.2026

SHEET:

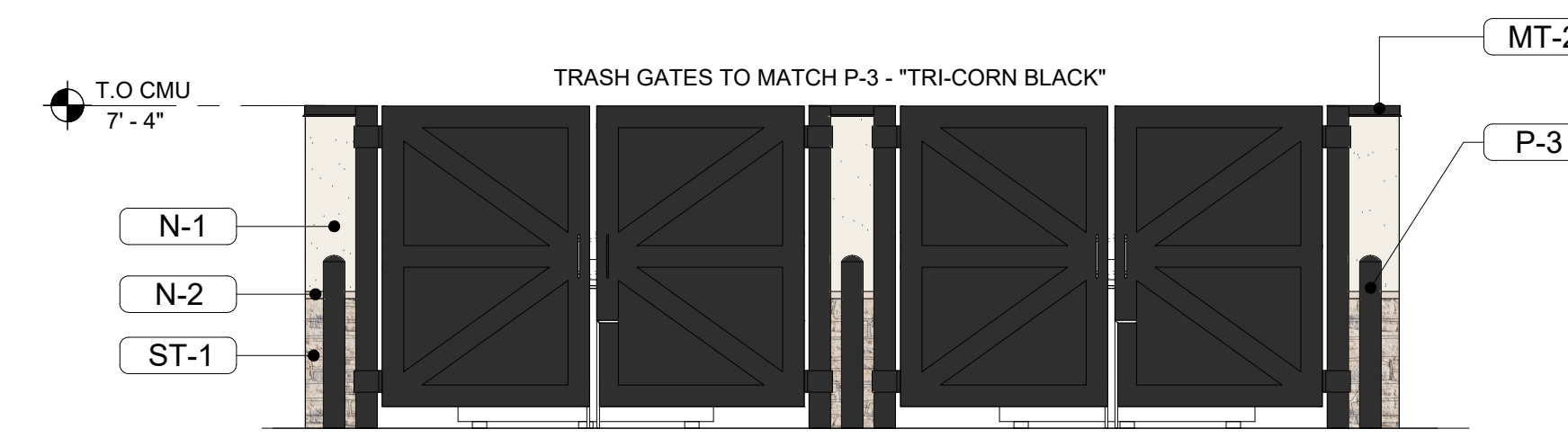
Rev. #	Date	Description
BR-1		EL DORADO TUNDRA BRICK "ASHLAND"
N-1		DRYVIT STUCCO, #101 "SUPER WHITE"
N-2		DRYVIT STUCCO, #341 "PRALINE"
ST-1		ELDORADO STONE LIMESTONE "GRAND BANKS"
MT-2		PRE-FINISHED METAL COPING & COMPRESSION EDGE "COAL BLACK"
MT-3		MAPES PRE-FINISHED ALUMINUM CANOPY "MATTE BLACK"
S-1		PREFINISHED ALUMINUM STOREFRONT GLAZING "BLACK"
S-2		LED BACKLIT, FROSTED SPANDREL GLASS, FAUX STOREFRONT, PRE-FINISHED ALUMINUM FRAME "BLACK"
P-1		PAINT - SW7062 "VERSATILE GRAY"
P-3		PAINT - SW6258 "TRICORN BLACK"
ACM		ALUMINUM COMPOSITE MATERIAL PROVIDED BY SIGN VENDOR TO MATCH FUEL BRANDING STANDARDS COLOR TO MATCH (N-1)



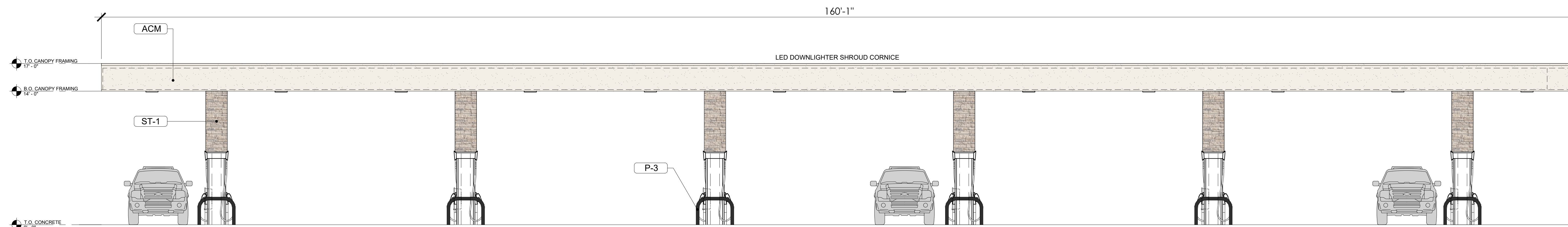
3 DUMPSTER ENCL. ELEVATION - REAR
1/4" = 1'-0"



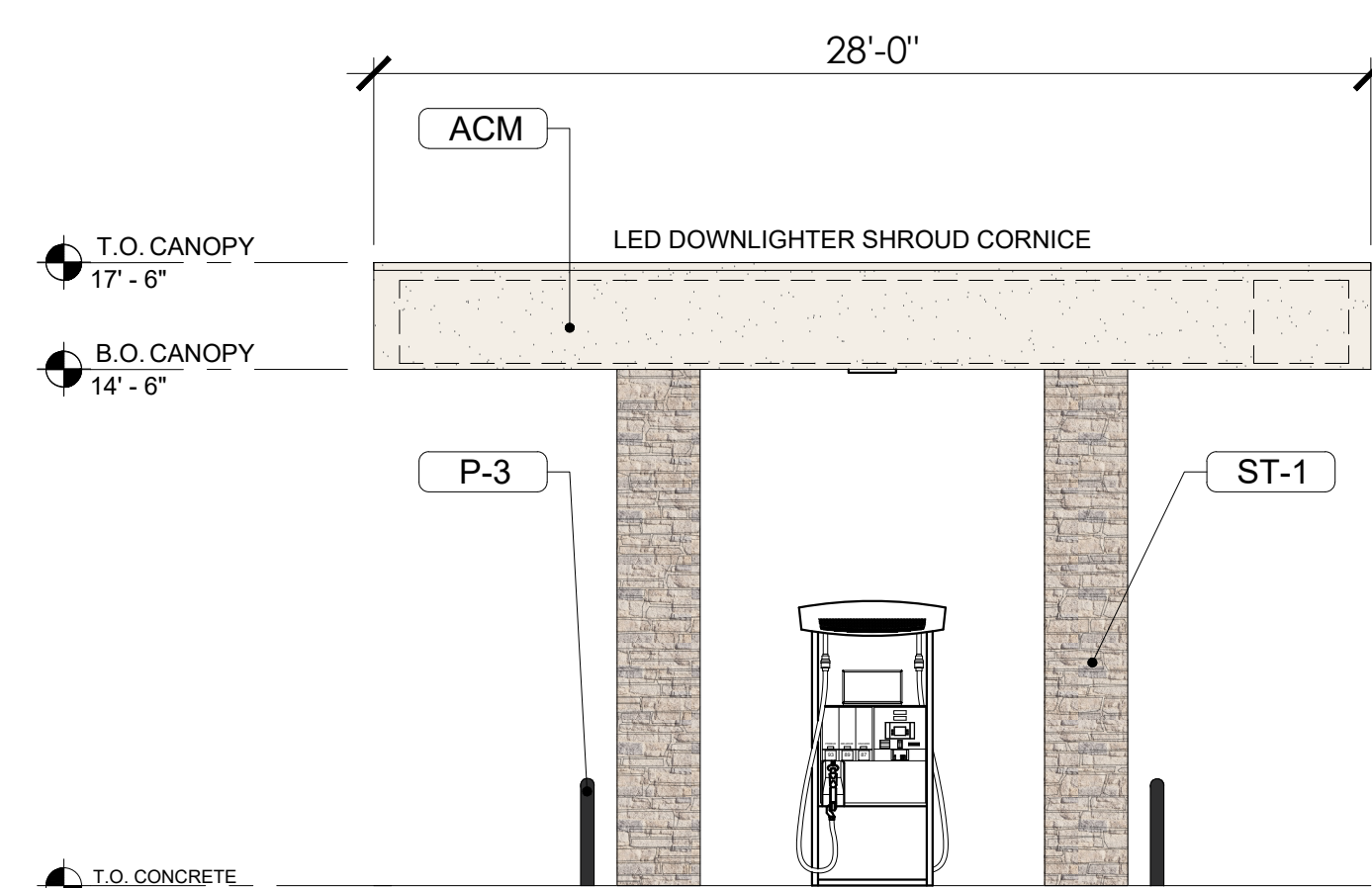
4 DUMPSTER ENCL. ELEVATION - SIDE
1/4" = 1'-0"



5 DUMPSTER ENCL. ELEVATION - FRONT
1/4" = 1'-0"



2 4 STACK FUEL CANOPY - FRONT
3/16" = 1'-0"



1 4 STACK FUEL CANOPY - SIDE
3/16" = 1'-0"

9350-CST 2025-04

7-ELEVEN, INC.
3200 HACKBERRY ROAD, IRVING, TX 75063
7-ELEVEN #1057762
11800 S & MUSTANG TRAIL WAY
HERRIMAN, UT 84096
COLOR CANOPY AND
DUMPSTER ELEVATIONS



Job#: C25-147
Scale: AS NOTED
Date: 02/24/2026
Drawn By:
Checked By:

Documents prepared by The Dimension Group are for the specific use of the project and are not to be used for any other project, by owner or any other party, without the expressed, written consent of The Dimension Group. The Dimension Group shall not be held responsible for any errors or omissions in this document. The Dimension Group warrants that the information contained herein is true and correct to the best of our knowledge and belief.



SHEET: 02.24.2026

LANDSCAPE PLAN SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

A. THIS SECTION INCLUDES LANDSCAPE PROCEDURES FOR THE PROJECT INCLUDING ALL LABOR, MATERIALS, AND INSTALLATION NECESSARY, BUT NOT LIMITED TO, THE FOLLOWING:

1. SITE CONDITIONS
2. GUARANTEES
3. MAINTENANCE
4. SOIL AMENDMENTS
5. FINI GRADING
6. LANDSCAPE EDGING
7. FURNISH AND INSTALLING PLANT
8. TURF PLANTING
9. WEED BARRIER

1.2 SITE CONDITIONS

A. EXAMINATION: BEFORE SUBMITTING A BID, EACH CONTRACTOR SHALL CAREFULLY EXAMINE THE CONTRACT DOCUMENTS, SHALL VISIT THE SITE OF THE WORK, SHALL FULLY INFORM THEMSELVES AS TO ALL EXISTING CONDITIONS AND LIMITATIONS, AND SHALL INCLUDE IN THE BID THE COST OF ALL ITEMS REQUIRED BY THE CONTRACT DOCUMENTS ARE AT A VARIANCE WITH THE APPLICABLE LAWS, BUILDING CODES, RULES, REGULATIONS, OR CONTAIN OBVIOUS ERRONEOUS OR UNCOORDINATED INFORMATION, THE CONTRACTOR SHALL PROMPTLY NOTIFY THE PROJECT REPRESENTATIVE AND THE NECESSARY CHANGES SHALL BE ACCOMPLISHED BY ADDENDUM.

B. PROTECTION: CONTRACTOR TO CONDUCT THE WORK IN SUCH A MANNER TO PROTECT ALL EXISTING UNDERGROUND UTILITIES OR STRUCTURES. CONTRACTOR TO REPAIR OR REPLACE ANY DAMAGED UTILITY OR STRUCTURE USING IDENTICAL MATERIALS TO MATCH EXISTING AT NO EXPENSE TO THE OWNER.

C. IRRIGATION SYSTEM: DO NOT BEGIN PLANTING UNTIL THE IRRIGATION SYSTEM IS COMPLETELY INSTALLED, IS ADJUSTED FOR FULL COVERAGE AND IS COMPLETELY OPERATIONAL.

1.3 PERMITS

A. BLUE STAKE/ DIG LINE: WHEN DIGGING IS REQUIRED, "BLUE STAKE" OR "DIG LINE" THE WORK SITE AND IDENTIFY THE APPROXIMATE LOCATION OF ALL KNOWN UNDERGROUND UTILITIES OR STRUCTURES.

1.4 PLANT DELIVERY, QUALITY, AND AVAILABILITY

A. UNAUTHORIZED SUBSTITUTIONS WILL NOT BE ACCEPTED. IF PROOF IS SUBMITTED THAT SPECIFIC PLANTS OR PLANT SIZES ARE UNOBTAINABLE, WRITTEN SUBSTITUTION REQUESTS WILL BE CONSIDERED FOR THE NEAREST EQUIVALENT PLANT OR SIZE. ALL SUBSTITUTION REQUESTS MUST BE MADE IN WRITING AND PREFERABLY BEFORE THE BID DUE DATE.

1.5 FINAL INSPECTION

A. ALL PLANTS WILL BE INSPECTED AT THE TIME OF FINAL INSPECTION PRIOR TO RECEIVING A LANDSCAPE SUBSTANTIAL COMPLETION FOR CONFORMANCE TO SPECIFIED PLANTING PROCEDURES, AND FOR GENERAL APPEARANCE AND VITALITY. ANY PLANT NOT APPROVED BY THE PROJECT REPRESENTATIVE WILL BE REJECTED AND REPLACED IMMEDIATELY.

1.6 LANDSCAPE SUBSTANTIAL COMPLETION

A. A SUBSTANTIAL COMPLETION CERTIFICATE WILL ONLY BE ISSUED BY THE PROJECT REPRESENTATIVE FOR "LANDSCAPE AND IRRIGATION" IN THEIR ENTIRETY. SUBSTANTIAL COMPLETION WILL NOT BE PROPORTIONED TO BE DESIGNATED AREAS OF A PROJECT.

1.7 MAINTENANCE

A. PLANT MATERIAL: THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL PLANTED MATERIALS IN A HEALTHY AND GROWING CONDITION FOR 90 DAYS AFTER RECEIVING A LANDSCAPE SUBSTANTIAL COMPLETION AT WHICH TIME THE GUARANTEE PERIOD COMMENCES. THIS MAINTENANCE IS TO INCLUDE MOWING, WEEDING, CULTIVATING, FERTILIZING, MONITORING WATER SCHEDULES, CONTROLLING INSECTS AND DISEASES, RE-GUING AND STAKING, AND ALL OTHER OPERATIONS OF CARE NECESSARY FOR THE PROMOTION OF ROOT GROWTH AND PLANT LIFE SO THAT ALL PLANTS ARE IN A CONDITION SATISFACTORY AT THE END OF THE GUARANTEE PERIOD. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR FAILURE TO MONITOR WATERING OPERATIONS AND SHALL REPLACE ANY AND ALL PLANT MATERIAL THAT IS LOST DUE TO IMPROPER APPLICATION OF WATER.

1.8 GUARANTEE

A. GUARANTEE: A GUARANTEE PERIOD OF ONE YEAR SHALL BEGIN FROM END OF MAINTENANCE PERIOD AND FINAL ACCEPTANCE FOR TREES, SHRUBS, AND GROUND COVERS. ALL PLANTS SHALL GROW AND BE HEALTHY FOR THE GUARANTEE PERIOD AND TREES SHALL LIVE AND GROW IN ACCEPTABLE UPRIGHT POSITION. ANY PLANT NOT ALIVE, IN POOR HEALTH, OR IN POOR CONDITION AT THE END OF THE GUARANTEE PERIOD WILL BE REPLACED IMMEDIATELY. ANY PLANT WILL ONLY NEED TO BE REPLACED ONCE DURING THE GUARANTEE PERIOD. CONTRACTOR TO PROVIDE DOCUMENTATION SHOWING WHERE EACH PLANT TO BE REPLACED IS LOCATED. ANY OUTSIDE FACTORS, SUCH AS VANDALISM OR LACK OF MAINTENANCE ON THE PART OF THE OWNER, SHALL NOT BE PART OF THE GUARANTEE.

PART 2 - PRODUCTS

2.1 LANDSCAPE MATERIALS

A. TREE STAKING: ALL TREES SHALL BE STAKED FOR ONE YEAR WARRANTY PERIOD. ALL TREES NOT PLUMB SHALL BE REPLACED. STAKED TREES SHALL USE VINYL TREE TIES AND TREE STAKES TWO (2) INCH BY TWO (2) BY EIGHT (8) FOOT COMMON PINE STAKES USED AS SHOWN ON THE DETAILS.

B. TREE WRAP: TREE WRAP IS NOT TO BE USED.

C. MULCH/ROCK: SEE PLANS. ALL PLANTER BEDS TO RECEIVE A MINIMUM 3" LAYER FOR TREES, SHRUBS, AND PERENNIALS AND 1" FOR GROUND COVERS.

D. WEED BARRIER: DEWITT 5 OZ. WEED BARRIER FABRIC, MANUFACTURED BY DEWITT COMPANY, DEWITT COMPANY COM OR APPROVED EQUIV.

E. TREE, SHRUB, AND GRASS BACKFILL MIXTURE: BACKFILL MIXTURE TO BE 80% NATIVE SOIL AND 20% TOPSOIL, THOROUGHLY MIXED TOGETHER PRIOR TO PLACEMENT.

F. TOPSOIL: REQUIRED FOR TURF AREAS, PLANTER BEDS AND BACKFILL MIXTURE. ACCEPTABLE TOPSOIL SHALL MEET THE FOLLOWING STANDARDS:

- PH: 5.5-7.5
- EC (ELECTRICAL CONDUCTIVITY): < 20 MMHOS PER CENTIMETER
- SAR (SODIUM ABSORPTION RATION): < 50
- d. % OM (PERCENT ORGANIC MATTER): > 1%
- e. TEXTURE (PARTICLE SIZE PER USDA SOIL CLASSIFICATION): SAND < 70%, CLAY < 30%, SILT < 70%, STONE FRAGMENTS (GRAVEL OR ANY SOIL PARTICLE GREATER THAN TWO (2) MM IN SIZE) < 5% BY VOLUME.

G. TURF SOD: ALL SOD SHALL BE 18 MONTH OLD AS SPECIFIED ON PLANS (OR APPROVED EQUIV) THAT HAS BEEN CUT FRESH THE MORNING OF INSTALLATION. ONLY SOD THAT HAS BEEN GROWN ON A COMMERCIAL SOD FARM SHALL BE USED. ONLY USE SOD FROM A SINGLE SOURCE.

H. LANDSCAPE CURB EDGING: SIX (6) INCHES BY FOUR (4) INCHES EXTRUDED CONCRETE CURB MADE UP OF THE FOLLOWING MATERIALS:

- WASHED MORTAR SAND FREE OF ORGANIC MATERIAL
- PORTLAND CEMENT (SEE CONCRETE SPEC. BELOW FOR TYPE)
- REINFORCED FIBER - SPECIFICALLY PRODUCED FOR COMPATIBILITY WITH AGGRESSIVE ALKALINE ENVIRONMENT OF PORTLAND CEMENT-BASED COMPOSITES.
- ONLY POTABLE WATER FOR MIXING.

I. LANDSCAPE METAL EDGING: 5" ALUMINUM EDGING WITH 15" DOWELS INTO THE GROUND FOR STABILIZATION.

PART 3 - EXECUTION

3.1 GRADING

A. TOPSOIL PREPARATION: GRADE PLANTING AREAS ACCORDING TO THE GRADING PLAN. ELIMINATE UNEVEN AREAS AND LOW SPOTS. PROVIDE FOR PROPER GRADING AND DRAINAGE.

B. TOPSOIL PLACEMENT: SLOPE SURFACED AWAY FROM BUILDING AT TWO (2) PERCENT SLOPE WITH NO POCKETS OF STANDING WATER. ESTABLISH FINISH GRADES OF ONE (1) INCHES FOR PLANTS AND BELOW GRADE OF ADJACENT PAVED SURFACE. PROVIDE NEAT, SMOOTH, AND UNIFORM FINISH GRADES. REMOVE SURPLUS SUB-SOIL AND TOPSOIL FROM THE SITE.

C. COMPACTION: COMPACTION UNDER HARD SURFACE AREAS (ASPHALT PATHS AND CONCRETE SURFACES) SHALL BE NINETY-FIVE (95) PERCENT. COMPACTION UNDER PLANTING AREAS SHALL BE BETWEEN EIGHTY-FIVE (85) AND NINETY (90) PERCENT.

3.2 TURF GRADING

A. THE SURFACE ON WHICH THE SOD IS TO BE LAID SHALL BE FIRM AND FREE FROM FOOTPRINTS, DEPRESSIONS, OR UNDULATIONS OF ANY KIND. THE SURFACE SHALL BE FREE OF ALL MATERIALS LARGER THAN 1/2" IN DIAMETER.

B. THE FINISH GRADE OF THE TOPSOIL ADJACENT TO ALL SIDEWALKS, MOW STRIPS, ETC. PRIOR TO THE LAYING OF SOD, SHALL BE SET SUCH THAT THE CROWN OF THE GRASS SHALL BE AT THE SAME LEVEL AS THE ADJACENT CONCRETE OR HARD SURFACE. NO EXCEEDS.

3.3 PLANTING OPERATIONS

A. REVIEW THE EXACT LOCATIONS OF ALL TREES AND SHRUBS WITH THE PROJECT REPRESENTATIVE FOR APPROVAL PRIOR TO THE DIGGING OF ANY HOLES. PREPARE ALL HOLES ACCORDING TO THE DETAILS ON THE DRAWINGS.

B. WATER PLANTS IMMEDIATELY UPON ARRIVAL AT THE SITE. MAINTAIN IN MOIST CONDITION UNTIL PLANTED.

C. BEFORE PLANTING, LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. DO NOT PLACE PLANTS ON OR NEAR UTILITY LINES.

D. THE TREE PLANTING HOLE SHOULD BE THE SAME DEPTH AS THE ROOT BALL, AND TWO TIMES THE DIAMETER OF THE ROOT BALL.

E. TREES MUST BE PLACED ON UNDISTURBED SOIL AT THE BOTTOM OF THE PLANTING HOLE.

F. THE TREE HOLE DEPTH SHALL BE DETERMINED SO THAT THE TREE MAY BE SET SLIGHTLY HIGH OF FINISH GRADE, 1" TO 2" ABOVE THE BASE OF THE TRUNK FLARE, USING THE TOP OF THE ROOT BALL AS A GUIDE.

G. PLANT IMMEDIATELY AFTER REMOVAL OF CONTAINER FOR CONTAINER PLANTS.

H. SET TREE ON SOIL AND REMOVE ALL BURLAP, WIRE BASKETS, TWINE, WRAPPINGS, ETC. BEFORE

BEGINNING AND BACKFILLING OPERATIONS. DO NOT USE PLANTING STOCK IF THE BALL IS CRACKED OR BROKEN BEFORE OR DURING PLANTING OPERATION.

I. APPLY VITAMIN B-1 ROOT STIMULATOR AT THE RATE OF ONE (1) TABLESPOON PER GALLON.

J. UPON COMPLETION OF BACKFILLING OPERATION, THOROUGHLY WATER TREE TO COMPLETELY SETTLE THE SOIL AND FILL ANY VOIDS THAT MAY HAVE OCCURRED. USE A WATERING HOSE, NOT THE AREA IRRIGATION SYSTEM. IF ADDITIONAL PREPARED TOPSOIL MIXTURE NEEDS TO BE ADDED, IT SHOULD BE A COURSER MIX AS REQUIRED TO ESTABLISH FINISH GRADE AS INDICATED ON THE DRAWINGS.

K. THE AMOUNT OF PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES. ALL CUTS, SCARS, AND BRUISES SHALL BE PROPERLY TREATED ACCORDING TO THE DIRECTION OF THE PROJECT REPRESENTATIVE. PROPER PRUNING TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES SHALL BE LIMITED TO THE LEADER BRANCH. IMPROPER PRUNING SHALL BE CAUSE FOR REJECTION OF THE PLANT MATERIAL.

L. PREPARE A WATERING CIRCLE OF 2' DIAMETER AROUND THE TRUNK FOR CONIFERS, EXTEND THE WATERING WELL TO THE DRIP LINE OF THE TREE CANOPY. PLACE MULCH AROUND THE PLANTED TREES.

4. TURF - SOD LAYING

A. TOPSOIL AMENDMENTS: PRIOR TO LAYING SOD, COMMERCIAL FERTILIZER SHALL BE APPLIED AND INCORPORATED INTO THE UPPER FOUR (4) INCHES OF THE TOPSOIL AT A RATE OF FOUR POUNDS OF NITROGEN PER ONE THOUSAND (1,000) SQUARE FEET. ADJUST FERTILIZATION MIXTURE AND RATE OF APPLICATION AS NEEDED TO MEET RECOMMENDATIONS GIVEN BY TOPSOIL ANALYSIS. INCLUDE OTHER AMENDMENTS AS REQUIRED.

B. FERTILIZATION: THREE WEEKS AFTER SOD PLACEMENT FERTILIZE THE TURF AT A RATE OF 1/2 POUND OF NITROGEN PER 1000 SQUARE FEET. USE FERTILIZER SPECIFIED ABOVE. ADJUST FERTILIZATION MIXTURE AND RATES TO MEET RECOMMENDATIONS GIVEN BY TOPSOIL ANALYSIS.

C. SOD AVAILABILITY AND CONDITION: SOD IS TO BE DELIVERED TO THE SITE IN GOOD CONDITION. IT IS TO BE INSPECTED UPON ARRIVAL AND INSTALLED WITHIN 24 HOURS. SOD IS TO BE MOIST AND COOL TO ENSURE THAT DECOMPOSITION HAS NOT BEGUN, AND IS TO BE FREE OF PESTS, DISEASES, OR BRUISES. THE CONTRACTOR SHALL SATISFY HIMSELF AS TO THE EXISTING CONDITIONS PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR FURNISHING AND LAYING ALL SOD REQUIRED ON THE PLANS. HE SHALL FURNISH NEW SOD AS SPECIFIED ABOVE AND LAY IT SO AS TO COMPLETELY SATISFY THE INTENT AND MEANING OF THE PLANS AND SPECIFICATION AT NO EXTRA COST TO THE OWNER. IN THE CASE OF ANY DISCREPANCY IN THE AMOUNT OF SOD TO BE REMOVED OR AMOUNT TO BE USED, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPORT SUCH TO THE PROJECT REPRESENTATIVE PRIOR TO COMMENCING THE WORK.

D. SOD LAYING: THE SURFACE UPON WHICH THE NEW SOD TO BE LAID WILL BE PREPARED AS SPECIFIED IN THE DETAIL AND BE LIGHTLY WATERED BEFORE LAYING. AREAS WHERE SOD IS TO BE LAID SHALL BE CUT TRIMMED, OR SHAPED TO RECEIVE FULL WIDTH SOD (MINIMUM TWELVE (12) INCHES). NO PARTIAL STRIP OR PIECES WILL BE ACCEPTED.

E. SOD SHALL BE TAMPED LIGHTLY AS EACH PIECE IS SET TO ENSURE THAT GOOD CONTACT IS MADE BETWEEN EDGES AND ALSO THE GROUND. IF VOIDS OR HOLES ARE DISCOVERED, THE SOD PIECE(S) IS (ARE) TO BE RAISED AND TOPSOIL IS TO BE USED TO FILL IN THE AREAS UNTIL LEVEL. SOD LAID ON ANY SLOPED AREAS SHALL BE ANCHORED WITH WOODEN DOWELS OR OTHER MATERIALS WHICH ARE ACCEPTED BY THE GRASS SOD INDUSTRY.

F. SOD SHALL BE ROLLED WITH A ROLLER THAT IS AT LEAST 50% FULL IMMEDIATELY AFTER INSTALLATION TO ENSURE THE FULL CONTACT WITH SOIL IS MADE.

G. APPLY WATER DIRECTLY AFTER LAYING SOD. RAINFALL IS NOT ACCEPTABLE.

H. WATERING OF THE SOD SHALL BE THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR BY WHATEVER MEANS NECESSARY TO ESTABLISH THE SOD IN AN ACCEPTABLE MANNER TO THE END OF THE MAINTENANCE PERIOD. IF AN IRRIGATION SYSTEM IS IN PLACE ON THE SITE, BUT FOR WHATEVER REASON, WATER IS NOT AVAILABLE IN THE SYSTEM, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO WATER THE SOD BY WHATEVER MEANS, UNTIL THE SOD IS ACCEPTED BY THE PROJECT REPRESENTATIVE.

I. PROTECTION OF THE NEWLY LAID SOD SHALL BE THE COMPLETE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE ACCEPTABLE VISUAL BARRIERS TO INCLUDE BARRICADES, SET APPROPRIATE SIGNAGES WITH STRIPS OR TAPES BETWEEN BARRIERS, AS AN INDICATION OF NEW WORK. THE CONTRACTOR IS TO RESTORE ANY DAMAGED AREAS CAUSED BY OTHERS (INCLUDING VEHICULAR TRAFFIC, EROSION, ETC. UNTIL SUCH TIME AS THE LAWN IS ACCEPTED BY THE OWNER.

J. ALL SOD THAT HAS NOT BEEN LAID WITHIN 24 HOURS SHALL BE DEEMED UNACCEPTABLE AND WILL BE REMOVED FROM THE SITE.

3.5 WEED BARRIER

A. FOR THE HEALTH OF THE SOIL AND THE MICROORGANISMS, WEED BARRIER IS NOT RECOMMENDED. IF USE IS REQUIRED OR REQUESTED, DO NOT PLACE IN ANNUAL OR GRASS AREAS.

B. CUT WEED BARRIER BACK TO THE EDGE OF THE PLANT ROOTBALL.

C. OVERLAP ROWS OF FABRIC MIN. 6"

D. STABLE FABRIC EDGES AND OVERLAPS TO GROUND.

END OF SECTION

PLANT MATERIALS

(NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	QTY	CONT	CAL	SIZE	BOTANICAL / COMMON NAME
CONIFERS						
	PG/P	6	B & B		6"	<i>Picea glauca</i> 'Pendula' Weeping White Spruce
DECIDUOUS TREES						
	ALS	4	B & B	2"	Cal	<i>Amelanchier laevis</i> 'JFS-Arb' TM Spring Flurry Serviceberry
	CC1	8	B & B	2"	Cal	<i>Crataegus crus-gali</i> inermis Thornless Cockspur Hawthorn
	MRS	3	B & B	2"	Cal	<i>Malus x</i> 'Raspberry Spear' Raspberry Spring Crabapple
	QRA	10	B & B	2"	Cal	<i>Quercus robur</i> x <i>alba</i> 'JFS-KW1QX' TM Street Spire Oak
	SIS	6	B & B	2"	Cal	<i>Syringa reticulata</i> 'Ivory Silk' Ivory Silk Japanese Tree Lilac
	UXF	5	B & B	2"	Cal	<i>Ulmus x</i> 'Frontier' Frontier Elm

SYMBOL	CODE	QTY	CONT	BOTANICAL / COMMON NAME
DECIDUOUS SHRUBS				
	AAO	7	5 gal	<i>Amelanchier alnifolia</i> 'Obelisk' TM Standing Ovation Serviceberry
	CBS	3	5 gal	<i>Caryopteris x clandonensis</i> 'Blauer Splatz' Sapphire Surf™ Bluebeard
	CA'C	24	5 gal	<i>Cotoneaster apiculatus</i> Cranberry Cotoneaster
	D'KR	39	5 gal	<i>Diervilla x</i> 'G2X885411' Kodiak® Red Diervilla
	PAL	72	2 gal	<i>Perovskia atriplicifolia</i> 'Lisslitt' Lacey Blue Russian Sage
	PBP	50	5 gal	<i>Prunus besseyi</i> 'P011S' 'Pawnee Buttes' Pawnee Buttes Sand Cherry
	RG'L	15	5 gal	<i>Rhus aromatica</i> 'Gro-Low' Gro-Low Sumac
EVERGREEN SHRUBS				
	BMB	20	5 gal	<i>Buxus microphylla</i> 'Bulthouse' TM Sprinter Boxwood
	JHW	32	5 gal	<i>Juniperus horizontalis</i> 'Wiltoni' Blue Rug Juniper
GRASSES				
	CA'K	70	1 gal	<i>Calamagrostis x acutiflora</i> 'Karl Foerster' Feather Reed Grass
	FCI	141	1 gal	<i>Festuca x</i> 'Cool as Ice' Cool as Ice Blue Fescue
PERENNIALS				
	AF'C	61	1 gal	<i>Achillea filipendula</i> 'Coronation Gold' Coronation Gold Yarrow
	LPS	38	1 gal	<i>Linum perenne</i> 'Sapphire' Sapphire Blue Flax

SITE MATERIALS

(NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	1L18	2" TAN CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	17,269 sf
	1L17	2.4" GREY CRUSHED ROCK. SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 4" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	7,011 sf
2 HARDSCAPE			
	2B11	BOULDERS- DECORATIVE 3 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.	10
	2C11	CUT EDGE	552 lf
	2B12	BOULDERS- DECORATIVE 5 FOOT ROUND. SUBMIT COLOR SAMPLES FOR ARCHITECT AND OWNER APPROVAL. SEE PLACEMENT INSTRUCTIONS ON DETAIL SHEET LP-501.	10

LANDSCAPE PLAN NOTES

GRADING AND DRAINAGE REQUIREMENTS

- AS PER CODE, ALL GRADING IS TO SLOPE AWAY FROM ANY STRUCTURE. SURFACE OF THE GROUND WITHIN 10' FEET OF THE FOUNDATION SHOULD DRAIN AWAY FROM THE STRUCTURE WITH A MINIMUM FALL OF 6"
- AS PER CODE, FINISHED GRADE WILL NOT DRAIN ON NEIGHBORING PROPERTIES
- A MINIMUM OF 6" OF FOUNDATION WILL BE LEFT EXPOSED AT ALL CONDITIONS
- LANDSCAPE CONTRACTOR TO MAINTAIN OR IMPROVE FINAL GRADE AND PROPER DRAINAGE ESTABLISHED BY EXCAVATOR, INCLUDING BUT NOT LIMITED TO ANY MAINTENANCE, PRESERVATION, OR EXAGGERATION OF SLOPES, BURNS, AND SWALES.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE TO CORRECT ANY DAMAGED OR IMPROPER WATERFLOW OF ALL SWALES, BERMS, OR GRADE.
- DEVICES FOR CHANNELING ROOF RUN-OFF SHOULD BE INSTALLED FOR COLLECTION AND DISCHARGE OF RAINWATER AT A MINIMUM OF 10' FROM THE FOUNDATION, OR BEYOND THE LIMITS OF FOUNDATION WALL BACKFILL WITH A CLEAR DISTANCE IS GREATER.

GENERAL LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR SHALL HAVE ALL UTILITIES BLUE STAKED PRIOR TO DIGGING. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE WITH NO ADDITIONAL COST TO THE OWNER.
- DURING THE BIDDING AND INSTALLATION PROCESS, THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE QUANTITIES TO BE USED.
- ALL PLANT MATERIAL SHALL BE PLANTED ACCORDING TO ANSI STANDARDS WITH CONSIDERATION TO INDIVIDUAL SOIL AND SITE CONDITIONS, AND NURSERY CARE AND INSTALLATION INSTRUCTIONS.
- SELECTED PLANTS WILL BE ACCORDING TO THE PLANT LEGEND. IF SUBSTITUTIONS ARE NECESSARY, PROPOSED LANDSCAPE CHANGES MUST BE SUBMITTED TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO LAYING SOD.
- SHOULD THE SITE REQUIRE ADDITIONAL TOPSOIL, REFER TO SOIL TEST WHEN MATCHING EXISTING SOIL. IF A MIXING SOIL IS NOT LOCATABLE, A 6" DEPTH OF SANDY LOAM TOPSOIL MIXED PRIOR TO SPREADING WITH 1% ORGANIC MATTER CAN BE INCORPORATED INTO THE EXISTING SOIL USING THE FOLLOWING DIRECTIONS: SCARIFY TOP 6" OF EXISTING SUBSOIL AND INCORPORATE 3" OF NEW COMPOST ENRICHED TOPSOIL. SPREAD REMAINING TOPSOIL TO REACH FINISHED GRADE.
- EDGING, AS INDICATED ON PLAN, IS TO BE INSTALLED BETWEEN ALL LAWNS AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4' TREE RING OF THE SAME EDGING.
- LAWN/GRASS AREA**
- SOD
- ALL LAWN AREAS TO RECEIVE MIN. 6" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED HYDROSEEDING. FINI LEVEL ALL AREAS PRIOR TO LAYING SOD. ALL LAWN AREAS SHALL BE IRRIGATED WITH 100% COVERAGE BY POP-UP SPRAY HEADS AND GEAR DRIVEN ROTORS. ALL DECIDUOUS AND CONIFER TREES PLANTED WITHIN SOD AREAS SHALL HAVE A FOUR FOOT(4') DIAMETER TREE RING COVERED WITH CHOCOLATE BROWN BARK MULCH. NO SHEDDED FIBER. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.
- SEED
- SOIL TEST SOIL FOR ADEQUATE FERTILITY. ANY WEEDS CURRENTLY ON THE SITE SHALL BE REMOVED BY EITHER MECHANICAL MEANS (SUCH AS HAND PULLING OR SPRAYING WITH AN HERBICIDE SUCH AS GLYPHOSATE MIXED WITH A SURFACTANT. HERBICIDES SHOULD BE APPLIED BY A CERTIFIED PESTICIDE APPLICATOR. COMPACTED SOIL SHALL BE SCARIFIED TO A DEPTH OF 18

MULCH

- ORGANIC
- PLANTING AREAS TO BE FREE OF WEEDS AND RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. PROVIDE 1" DEPTH OF ORGANIC MULCH TOP DRESSING. KEEP MULCH AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL.
- IF REQUIRED BY CITY, INSTALL DEWITT 50Z WEED BARRIER LANDSCAPE FABRIC UNDER ALL MULCH AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREELAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.
- IF USING TREELAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER.
- ANNUAL PLANTING AREAS AS SHOWN ON PLAN TO RECEIVE 4" OF SOIL AID MATERIAL, ORGANIC MULCH. NO MULCH SHALL BE PLACED WITHIN 12" OF TREE TRUNK AND 6" WITHIN BASE OF SHRUBS AND PERENNIALS. DO NOT COVER LOW BRANCHES OF SHRUBS WITH ROCK.
- ISORGANIC
- ROCK MULCH PLANTING AREAS TO BE FREE OF WEEDS AND RECEIVE MIN. 12" DEPTH OF QUALITY TOPSOIL. IF TOPSOIL IS PRESENT ON SITE, PROVIDE SOIL TEST TO DETERMINE SOIL QUALITY FOR PROPOSED PLANTINGS. WHERE PLANTING IS SPARSE (GREATER THAN 4' DISTANCE BETWEEN PLANTS OR BETWEEN GROUPINGS), ADDITIONAL TOPSOIL IS NOT NECESSARY EXCEPT FOR BACKFILLING PLANTING HOLE. PREPARE A HOLE TWICE THE WIDTH OF THE CONTAINER, WATER IN PLANT, BACKFILL WITH A 4:1 RATIO OF SOIL TO COMPOST. TAMP LIGHTLY AND WATER AGAIN. KEEP ROCK 12" AWAY FROM TRUNK OF TREES AND 6" AWAY FROM BASE OF SHRUBS AND PERENNIALS. DO NOT COVER LOW BRANCHES OF SHRUBS WITH ROCK.
- IF REQUIRED BY CITY, INSTALL DEWITT 50Z WEED BARRIER LANDSCAPE FABRIC UNDER ALL ROCK AREAS. KEEP WEED BARRIER 1 FOOT AWAY FROM EDGE OF ROOT BALL OF ALL PLANT MATERIAL. IF WEED BARRIER IS NOT REQUIRED OR INSTALLED, AT OWNER'S APPROVAL, USE TREELAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.
- IF USING TREELAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER.
- AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT CENTER OF ROOT BALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.

GENERAL IRRIGATION NOTES

- A NEW UNDERGROUND, AUTOMATIC IRRIGATION SYSTEM IS TO BE INSTALLED BY CONTRACTOR IN ALL LANDSCAPED AREAS. LAWN AREAS TO RECEIVE AT LEAST 100% HEAD TO HEAD COVERAGE AND PLANT AREAS TO RECEIVE A FULL DRIP SYSTEM TO EACH TREE AND SHRUB. POINT SOURCE DRIP OR IN-LINE DRIP TUBING TO BE SECURED AT CENTER OF ROOT BALL, NOT AGAINST TRUNK. SEE IRRIGATION PLAN.

INSTALLER RESPONSIBILITIES AND LIABILITIES

- THESE PLANS ARE FOR BASIC DESIGN LAYOUT AND INFORMATION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND KNOWING THE OWNER ASSUMES NO LIABILITIES FOR INADEQUATE ENGINEERING CALCULATIONS, MANUFACTURER PRODUCT DEFECTS, INSTALLATION OF ANY LANDSCAPING AND COMPONENTS, OR TIME EXECUTION.
- LANDSCAPE CONTRACTOR IS RESPONSIBLE AND LIABLE FOR INSTALLATION OF ALL LANDSCAPING AND IRRIGATION SYSTEMS INCLUDING CODE REQUIREMENTS, TIME EXECUTIONS, INSTALLED PRODUCTS AND MATERIALS.

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
------------	----------------	------------------	---------------------	-------------------------------------	-------------------------------	---------------	--------------

2/26/2026 UT26031

THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 2/19/2026

7 ELEVEN HERRIMAN

11833 DETON FALLS LANE

HERRIMAN, UTAH

TERRAFORM
801-278-4689

NO. REVISION DATE

1	XXXX	XX-XX-XX
2		
3		
4		

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

LANDSCAPE COVER

CITY PERMIT SET

LP-101

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF PKJ DESIGN GROUP. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.

28

NO. REVISION DATE

1	XXXX	XX-XX-XX
2		
3		
4		

BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC.
1-800-662-4111
www.bluestakes.org

COPYRIGHT:
PKJ DESIGN GROUP

PKJ DESIGN GROUP
Landscape Architecture Planning & Visualization
3450 N. TRIUMPH BLVD. SUITE 102
LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LANDSCAPE COVER

CITY PERMIT SET

LP-101

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN AS AN INSTRUMENT OF PROFESSIONAL SERVICE IS PROPERTY OF PKJ DESIGN GROUP. IT IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF PKJ DESIGN GROUP.

28

42NF

HERRIMAN, UTAH
ORDINANCE NO. 2022-39

**M2022-065 – TETON COMMERCIAL MASTER DEVELOPMENT AGREEMENT AT
11840 S AND 11918 S MUSTANG WAY IN THE C-2 (COMMERCIAL) ZONE.**

WHEREAS, the City of Herriman, pursuant to Utah State Code, may adopt an ordinance to establish land development regulations, which includes the adoption or amendment of a master development agreement and land use plan; and

WHEREAS, pursuant to Utah State Code, the Planning Commission shall prepare and recommend any master development agreement amendment that modifies the application of land development regulations within a municipality; and

WHEREAS, pursuant to the City of Herriman Land Development Code, the Planning Commission shall hold a public hearing and provide reasonable notice at least ten (10) days prior to the said public hearing to recommend any amendments to the master development agreement land use plan to the City Council; and

WHEREAS, a notice of a Planning Commission public hearing on a master development agreement land use plan amendment was mailed to all affected property owners and entities on August 22, 2022, for a meeting to be held on September 1, 2022, at 7:00 p.m.; and

WHEREAS, the Planning Commission made a recommendation for the master development agreement land use plan amendment in a public meeting held on September 1, 2022, at 7:00 p.m. in the City Council Chamber; and

WHEREAS, pursuant to Herriman City Code, it is the responsibility of the City Council to consider the master development agreement land use plan amendment and Planning Commission recommendation in a public meeting; and

WHEREAS, a City Council public meeting was held on October 12, 2022, at 7:00 p.m. to discuss the master development agreement land use plan amendment; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman City to adopt the master development agreement land use plan amendment, which was recommended by the Planning Commission;

NOW, THEREFORE, be it ordained by the Herriman City Council to approve the Teton Commercial Master Development agreement as shown in **Exhibit A**.

14042012 B: 11385 P: 3161 Total Pages: 42
11/14/2022 03:40 PM By: dsalazar Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: HERRIMAN
5365 W HERRIMAN MAIN ST HERRIMAN, UT 84096

This Ordinance assigned Ordinance No. 2022-39, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City's recorder.

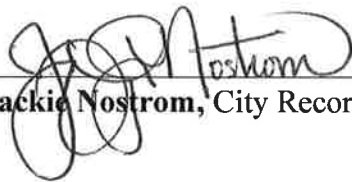
PASSED AND APPROVED this 12th day of October 2022.

HERRIMAN CITY



Mayor Lorin Palmer

ATTEST:



Jackie Nostrom, City Recorder



Exhibit A

WHEN RECORDED, RETURN TO:

Herriman City Recorder
5355 W Herriman Main St
Herriman, UT 84096

MASTER DEVELOPMENT AGREEMENT
FOR
TETON COMMERCIAL PROJECT

Approved: October 12, 2022

**MASTER DEVELOPMENT AGREEMENT
FOR
TETON COMMERCIAL PROJECT**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered effective as of the 12th day of October, 2022, by and among the Herriman City, a political subdivision of the State of Utah (the "City"), Teton Center, LLC, a Utah limited liability company (the "Master Developer"), and The Bastian Family Foundation (the "Owner"). The City, the Master Developer and the Owner are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owner owns approximately 8.09 acres of, and Master Developer owns approximately 10.28 acres of, a portion of certain real property more particularly described on Exhibit "A" (the "Property") and Master Developer, or its affiliates, has the right to acquire the remaining portion of the Property from Owner pursuant to an option agreement between the parties (the "Option Agreement").
- C. The City has zoned the Property as C-2.
- D. Owner, Master Developer and the City desire that the Property be developed in a unified and consistent fashion pursuant to the Materials & Design Guidelines, the Site Plan, and this MDA.
- E. By entering into this Agreement, the City is ensuring the orderly and consistent development of the Property by setting forth certain standards which apply to the development of the Property and which are not otherwise specific set forth in the City's ordinances, and which result in harmonious and consistent standards applied in other retail projects developed by certain affiliates of Master Developer within the City. Additionally, if the Project is developed as a retail center, the City will receive additional benefits from the retail center, including, without limitation, additional sales and property tax generated from the Property.
- F. Development of the Project as a commercial center pursuant to this MDA is acknowledged by the Parties to be consistent with LUDMA and the Zoning Ordinance and to operate to the benefit of the City, Master Developer, and the general public.
- G. After a public hearing and receiving a recommendations from the Planning Commission, 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.
- H. 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 and increasing property tax, sales tax and other revenues to the City based on improvements to be constructed on the Property. In addition, by entering into this Agreement, the City will not be required to reimburse an affiliate of Master Developer as more fully described in Section 9.3 below.

I. 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.

J. Owner, Master Developer and the City have cooperated in the preparation of this MDA.

K. The Parties desire to enter into this MDA to specify the rights and responsibilities of Master Developer and Owner 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.

L. 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 (2019).

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

AGREEMENT

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

1.1. **Administrator** means the Herriman City Manager or their designee unless some other person or position is appointed by resolution of the Council to serve as the Administrator of this MDA.

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

1.3. **Buildout** means the completion of all of the development on the entire Project in accordance with this MDA.

1.4. **City** means Herriman City, a political subdivision of the State of Utah.

1.5. **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.

1.6. **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.

1.7. **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 "C".

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

1.9. **Default** means a material breach of this MDA as specified herein.

1.10. **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.

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

1.12. **Development Application** means an application to the City for development of a portion of the Project including a Subdivision or any other permit, certificate or other authorization from the City required for development of the Project.

1.13. **LUDMA** means the Land Use, Development, and Management Act, UTAH CODE ANN. §§ 10-9a-101, *et seq.*

1.14. **Master Developer** means Teton Center, LLC, a Utah limited liability company, and its assignees or transferees as permitted by this MDA.

1.15. **Materials & Design Guidelines** means the guidelines for the Project which are attached as Exhibits "B" and "B-1".

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

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

1.18. **Owner** means The Bastian Family Foundation, provided, upon the acquisition of the Property by Master Developer, Owner shall mean Teton Center, LLC, a Utah limited liability company.

1.19. **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

1.20. **Parcel** means a parcel of the Project that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision.

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

1.22. **Planning Commission** means the City's Planning Commission.

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

1.24. **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 and include the Roadway Improvements.

1.25. **Roadway Improvements.** Means the improvements described on Exhibit "F" attached hereto.

1.26. **Sign Plan** means the Comprehensive Sign Plan for development of the Project which is attached as Exhibit "E."

1.27. **Site Plan** means the site plan for development of the Project which is attached as Exhibit "D."

1.28. **Subdeveloper** means a person or an entity not "related" (as defined by section 165 of the Internal Revenue Code) to Master Developer or Owner which purchases, ground leases or leases all or a portion of a Parcel for development.

1.29. **Subdivision** means the division of any portion of the Project into developable lots pursuant to State Law and/or the Zoning Ordinance.

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

1.31. **Zoning** means the zoning for the Project

1.32. **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 development of the Project (excluding any separate agreements relating to development incentives).

3. **Development of the Project**. 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 Materials & Design Guidelines, the Site Plan, and this MDA.

4. **Zoning and Vested Rights**.

4.1. **Materials & Design Guidelines and Site Plan**. After consideration by, and a recommendation from, the Planning Commission and after appropriate public meetings and public hearings, the City Council has approved the Zoning, the Site Plan, and the Materials & Design Guidelines for 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 Parties intend that this MDA grants Owner and Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, and the Materials & Design Guidelines 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, the Site Plan, and the Materials & Design Guidelines 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 (2021). To the extent that any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed. Where the standards of the MDA are silent, the City's Vested Laws will apply.

4.3. **Reserved Legislative Powers**. The Parties acknowledge that under the laws of the State of Utah and the United States, the City's authority to limit its police power by contract is restricted and, as such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers that cannot pursuant to applicable law be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Owner and Master Developer under the terms of this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

4.4. **Scope of Vested Rights under this MDA.** Subject to the provisions of UTAH CODE ANN. § 10-9a-532 (2021), any vested rights related to the Project not specifically addressed in this MDA shall be governed by the laws of the State of Utah, the City's Vested Laws, and the City's Future Laws (to the extent that they are applicable).

4.5. **Exceptions to Vested Rights.** 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:

- 4.5.1. Master Developer and Owner Agreement. City's Future Laws that Master Developer and Owner agrees in writing to the application thereof to the Project;
- 4.5.2. 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;
- 4.5.3. Safety and Health 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;
- 4.5.4. 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;
- 4.5.5. 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;
- 4.5.6. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected by the City or any other entity which is lawfully authorized to adopt, impose, and collect Impact Fees within the Project.
- 4.5.7. Generally Applicable laws not in conflict with this MDA. City regulations, ordinances, resolutions, or policies adopted after the date of this MDA that are not in conflict with the terms and conditions for development of the Property established by this MDA, which are generally applicable throughout the City

and which do not materially increase the cost of developing the Project nor diminish the rights of Owner and Master Developer to develop the Project on the terms set forth in this Agreement.

- 4.5.8. **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) (2021).

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2042. This MDA shall also terminate automatically at Buildout. Notwithstanding anything to the contrary in this MDA or otherwise, should the Option between The Bastian Family Foundation (the "Existing Owner") and Master Developer be terminated with respect to all or part of the Property (other than as a result of Master Developer acquiring the entirety of the Property from the Existing Owner), this MDA shall cease to be operative or effective unless the Existing Owner expressly assumes all of the obligations of the Master Developer arising under this MDA in a writing approved by both the City. If the Existing Owner expressly assumes all of the obligations of the Master Developer for all or part of the Property, as described above, the Existing Owner may designate a replacement Master Developer for such party of the Property reasonably acceptable to the City. If the replacement Master Developer is approved by the City, the replacement Master Developer shall expressly assume the role and obligations of Master Developer arising under this MDA in a writing approved by both the City with respect to such portion of the Property owned by the Existing Owner.

6. **Processing of Development Applications.**

6.1. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer or Subdeveloper, as applicable, the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City 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, as applicable (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, as applicable, shall deposit in advance with the City the estimated differential cost and the City shall then promptly precede with having the work Outsourced. 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, as applicable) 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, as applicable, 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.

6.2. 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 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.

6.3. 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 6.1 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 6.1 with the actual and reasonable costs being the responsibility of Applicant.

6.4. Review Process. No Development Application shall be approved without first submitting such Development Application for review as set forth herein. Approval processes for Development Applications shall be as provided in the City's Vested Laws, except as otherwise provided in this MDA. Development Applications shall be approved by the City if such Development Applications comply with the City's Vested Laws and this MDA (including the Materials & Design Guidelines).

6.5. 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 Site Plan, the Materials & Design Guidelines and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.6. 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.

6.7. 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.

6.8. Mediation of Development Application Denials.

- 6.8.1. Issues Subject to Mediation. Issues resulting from the City's Denial of a Development Application that are not subject to arbitration provided in Section 6.9 shall be mediated.
- 6.8.2. 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 legal 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.

6.9. Arbitration of Development Application Objections.

- 6.9.1. 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.
- 6.9.2. Mediation Required Before Arbitration. Prior to any arbitration the Parties shall first attempt mediation as specified in Section 6.8.
- 6.9.3. 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 or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Owner and 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 so long as Owner, Master Developer and any Subdeveloper is not in current breach of this MDA. 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 and Owner at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Master Developer or Owner from relying for other Development Applications on the City's Vested Laws.

8. **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.

9. **Upsizing & City Improvements /Reimbursements to Master Developer.**

9.1. **Upsizing & City Improvements.** The City shall not require Owner or Master Developer to "upsized or install" 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 Owner and Master Developer are made to compensate Owner and Master Developer for the incremental or additive costs of such public infrastructure installation or upsizing that is not required by the Project. For example, in regards to upsizing, if the City requires a water pipe to be upsized for capacity which is in excess of the capacity required by the Project, and such upsizing increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Owner and Master Developer, as applicable, for the 10% cost increase. Acceptable financial arrangements for upsizing or installation of city improvements include reimbursement agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements. Without limiting the generality of the foregoing, the City and Master Developer acknowledge and agree that the City has requested that the Master Developer (a) install the City storm drain lines along the Teton Center 11800 South & Mustang Trail Way Road property lines (the "City Storm Drain Line"). The City and Master Developer agree that the installation of the city storm drain lines will result in a cost increase. Accordingly, Master Developer will obtain bids from the contractor chosen by Master Developer to install such storm drain lines, which bids shall separately document the cost of City Storm Drain Line. Within thirty (30) days of the completion of the City Storm Drain Line, the City will reimburse the Developer for the full costs incurred by Developer for the construction and installation of the City Storm Drain Lines pursuant to Section 9.2 below.

9.2. **Reimbursement Agreement.** In connection with Master Developer's construction of certain Public Infrastructure consisting of the Public Roadway Improvements and the City Storm Drain Lines, the City agrees to reimburse Master Developer for the costs of such Public Roadway Improvements and City Storm Drain Lines pursuant to the Reimbursement Agreement (defined below). The City and Master Developer acknowledge and agree that the City and Teton Ranch, LLC, a Utah limited liability company ("Teton"), an affiliate of Master Developer, entered into that certain Reimbursement Agreement

dated December 19, 2018 (the "Existing Reimbursement Agreement"), pursuant to which the City agreed to reimburse Teton for the construction of certain improvements, including, without limitation the Public Roadway Improvements and City Storm Drain Lines. Within thirty (30) days of the date of this Agreement, the City will, and Master Developer will cause Teton to, enter into an amendment to the Existing Reimbursement Agreement which (a) provides that the City will not be required to reimburse Teton for the Public Roadway Improvements or City Storm Drain Lines, (b) reduces the maximum reimbursement amount under Section 6 of the Existing Reimbursement Agreement by an amount equal to the costs to complete the Public Roadway Improvements and City Storm Drain Lines (as agreed by Master Developer and Teton Ranch) (the "Public Roadway Improvements Maximum Amount"), and (c) provides that amounts payable to Teton (pursuant to the Existing Reimbursement Agreement) and Master Developer (pursuant to the Reimbursement Agreement), will be paid on a pro rata basis (based on the amounts each party is entitled to be reimbursed under their respective reimbursement agreement). Concurrently, the City and Master Developer will enter into a reimbursement agreement substantially on the same form as the Existing Reimbursement Agreement pursuant to which the City agrees to reimburse the Master Developer for the costs and expenses of the Public Roadway Improvements, up to the Public Roadway Improvements Maximum Amount. Alternatively, Master Developer may entered into a separate agreement with Teton pursuant to which Teton agrees to reimburse Master Developer for the costs of the construction of the Public Roadway Improvements and City Storm Drain Lines.

9.3. **Existing Trail.** The City previously requested that an affiliate of Master Developer install a walking path the north side of the Property along 11800 south (the "Path"), which Path was installed by such affiliate. In connection with the installation of such Path, the City agreed to reimburse Master Developer's affiliate for the out-of-pocket costs incurred by such affiliate, which costs incurred by such affiliated totaled approximately \$94,463.00, which amounts have not yet been paid by the City to such affiliate. At the time the City enters into the Reimbursement Agreement, Master Developer will obtain an agreement from such affiliate pursuant to which such affiliate will agree to waive the obligation of the City to reimburse such affiliate for the costs and expenses incurred by such affiliate in connection with the Path. Additionally, the City agrees that Master Developer will be permitted, at Master Developer's election, to retain the Path and incorporate it as part of the sidewalks which are required to be constructed by Master Developer in connection with the Project.

10. Parking, Setbacks, Signage and Traffic Direction.

10.1. **Parking.** In accordance with Section 10-24-11 of the City's Vested Laws, and provided Master Developer records a shared parking agreement with respect to the Project which allows for cross parking rights within the Project, subject to the provisions of Section 10.2 below, the number of minimum required parking spaces for the Project are set forth in this Section 10.1 below. If a shared parking agreement is not recorded for the Project, the minimum parking for the Project shall be in accordance with Section 10-24-11 of the City's Vested Laws.

10.1.1. General Retail. General retail will provide at least four (4) parking spaces per 1,000 square feet of indoor retail floor area (excluding (a) areas not generally open to or accessible by the general public (including, without limitation, administrative offices, vestibules and storage areas) and (b) outside floor areas)).

- 10.1.2. Restaurant: Fast Food. Parking requirements for fast food restaurants will be calculated based on the square footage of the indoor dining area, but excluding exterior dining areas and areas not generally open to, or accessible by the general public such as administrative offices, storage areas, vestibules and kitchens. Buildings with drive-throughs shall have a minimum of seven (7) parking spaces per 1,000 SF of indoor dining area. Buildings without drive-throughs shall have a minimum of ten (10) parking spaces per 1,000 square feet of indoor dining area. Stacking shall comply with City's Vested Laws.
- 10.1.3. Sit Down Restaurant: General. Parking requirements for sit down restaurants which include a wait staff will be calculated on the square footage of the indoor dining area, but excluding outdoor dining areas and areas not generally open to, or accessible by the general public such as administrative offices, storage areas, vestibules and kitchens. "Sit-down" restaurants that include service by a wait staff will require a minimum of twenty (20) stalls per 1,000 square feet of indoor dining area. Further reduction in parking requirements may be considered pursuant to City's Vested Laws.

10.2. Finding of Adequate Parking; Changes to Parking Requirements. The City has found that based on the factors set forth herein and on consideration of the factors described in Section 10-24-11 of the City's Vested laws, the foregoing parking requirements will provide adequate parking for the Project. Notwithstanding the foregoing finding specified in Section 10.1, at the time of the submittal of a Development Application, Master Developer or a Subdeveloper may present a new parking study to the Planning Commission relating to the Project. If the new parking study indicates that less parking is required for any undeveloped portion of the Project, the Planning Commission shall adjust the foregoing minimum parking requirements with respect to the portion of the Project subject to such Development Application (but not with respect to any portions of Project for which Development Applications have been previously approved or submitted).

10.3. Setbacks. Parcels within the Project shall comply with the following minimum set back requirements: (a) setbacks for buildings on private streets within the Project shall be twenty feet (20') measured from the back of the curb and gutter of such private street, and shall include, within such twenty foot (20') building setback, a ten (10') foot landscape setback measured from back of curb, provided, (i) sidewalks may be constructed within such ten (10) foot landscaping setback, (ii) parking areas and driveways or drive throughs may be included within the twenty foot (20') building set back so long as such driveways or drive throughs are not included in the ten foot (10') landscaping set back (other than areas constituting access areas between the such private roads and such Parcel); (b) setbacks for buildings adjacent to public streets shall be a minimum of twenty (20') feet measured from the property line along the public street frontage, provided, such minimum setback shall be reduced to fifteen (15') feet if a two (2') foot berm which complies with Section 10.8 is provided on the applicable Parcel; (c) if a pedestrian entrance to a building fronts a public road, the building setback for such building shall be further reduced to ten feet (10') measured from the property line along the public street frontage provided that (i) the Owner of such Parcel installs a finished five (5') foot sidewalk between the public sidewalk that connects the main entrance of the building facing the public road, (ii) the façade of the building with the main entrance facing

the public road shall include architectural features consisting of a minimum of thirty 30% of glazed glass, and all sides of such building shall include a minimum of 60% brick or stone with an elevation that is consistent with the "Front Elevation" shown on Exhibit "B"; and (iii) only landscaping and sidewalks are permitted within such ten foot (10') setback. All other requirements shall be as set forth in the C-2 Zone in the City's Vested Laws.

10.4. **Signage.** Based on the desire for the City to have limited signage within the Project, and by limiting signage to only three (3) signs that will serve the entire Project and will be constructed on a uniform basis in accordance with the Sign Plan, the City hereby approves the Sign Plan and agrees that such Sign Plan complies with Chapter 27 of the City's Vested Laws; provided, however, the City shall permit one additional monument sign for use by a gas station for purposes of displaying fuel prices.

10.5. **Project Entrances.** Exhibit "G" attached hereto and made a part hereof sets forth the driveway access points into the Project, which access points include two full access driveways into the Project (e.g., such access points are not restricted by a non-traversable median) (the "Full Access Points"). The provisions of this Section will survive the Buildout.

10.6. **Building Materials / Out Parcels.** Concrete Masonry Units ("CMUs") are not permissible as a finished material for buildings which are less than 35,000 square feet, nor that have direct frontage on a public street. Buildings located on the outparcels shall have a minimum of sixty percent (60%) of durable materials such as brick, and stone on all sides of such building, and the remaining (40%) of such building shall consist of stucco, and metal or other durable materials selected by the Owner and approved by the Master Developer which are consistent with the Project Color and Material Board attached hereto (the "Project Color Board"). Building facades adjacent to public streets which are setback twenty (20) feet from property line, or have a drive access, or parking between the building and property line shall incorporate architectural materials and features similar to those shown on Exhibit "B-1" (e.g. flat walls with no architectural features across on the rear of a building fronting a public road that have stucco only as the only finish material are not allowed). Facades of buildings that the main entrance to the building are adjacent to public streets but have received a decreased setback requirement pursuant to clause (c) of Section 10.3 above shall have architectural features and materials similar to those shown on Exhibit "B" "Front Elevation".

With respect to an Owner, or tenant of an Owner, who owns, operates or franchises more than twenty (25) stores nationwide (a "National User"), the architectural features and materials for the building to be occupied by such National User will be permitted to be consistent with the branding required by such National User, but shall incorporate architectural features and materials shown on Exhibit "B", "B-1" and match the colors and materials of the Project Color Board in order to provide consistency in the Project. If requested by the City, as a condition to the approval by the City, the Master Developer shall provide a letter to the City confirming that the Master Developer has approved of the materials incorporated into a building subject to the provisions of this Section 10.6.

10.7. **Building Materials / Big Box - Mid Box Retail Buildings.** Big Box or Mid Box retail buildings facades, including back and side elevations shall be constructed with a minimum of sixty percent (60%) brick or stone on each elevation that is not part of the support structure. The brick or stone shall be a natural color and shall not be painted. The balance of exterior wall area shall consist of two (2) other

materials including brick, stone, glass, decorative block or concrete, stucco or simulated stone panels or other durable material selected by the Owner and approved by the Master Developer which is consistent with the Building & Materials Guidelines and Project Color Board. Given the existence of the Materials & Design Guidelines, pursuant to paragraph 15 of Section 10-12.6 of the City's Ordinances, the City Council may grant an exception to these criteria for a building that is part of a larger commercial development project (e.g.: Teton Center), that has approved design guidelines (such as a recorded master development agreement) and is greater than thirty-five thousand (35,000) square feet. Also, as a condition to the approval by the City, the Master Developer shall provide a letter to the City confirming that the Master Developer has approved of the materials incorporated into a building subject to the provisions of this Section 10.7. When Concrete Masonry Units (CMU's) are considered, only split face shall be permitted which are consistent with the Project Color Board.

10.8. Landscaping Berm. If a Parcel includes a parking area or drive through lanes between the building constructed on such Parcel and a public roadway, , a landscaping berm which is at least two feet (2') in height measured from the finished grade of the adjacent public sidewalk, that includes shrubs or bushes that create a minimum two (2') foot hedge on top of the berm will be installed on such Parcel between the public roadway and such parking areas or drive through lanes, as applicable. No berm is required for building with reduced setbacks which have met the architectural standards as provided in 10.3.

10.9. Bicycle Racks. Each building shall be required to have a permanently installed bicycle rack as shown in "Street Furnishings" of "Exhibit B" located convenient to the front entrance of such building as required by the City's Vested Laws.

10.10. Sidewalk Connectivity. The Master Developer shall install the sidewalks shown in red on Exhibit "H" as part of the installation the road system shown on Exhibit "D". As part of the Development Application for a Parcel, additional sidewalks will be installed on a Parcel by the Owner of such a Parcel as part of the construction of such Parcel as shown in blue on Exhibit "H" to allow for a reasonable flow of pedestrian traffic. All sidewalks along public streets shall be a minimum of five (5') feet. Pedestrian accesses through parking lots shall be of a different material or texture than the parking lot. At the time of the construction of a building on Lot 7, the Owner of such Parcel shall provide an additional sidewalk connection through such parcel which ties into the sidewalks connectively plan attached hereto as Exhibit "H".

10.11. Pedestrian Amenity . The pedestrian amenity required by City Ordinance 10-12-6.C.4 shall be provided for at the time of the construction of the site and building on Lot 7.

11. Default.

11.1. Notice. If Owner, 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.

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

- 11.2.1. Specific Claim. Specify the claimed event of Default;
- 11.2.2. 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;
- 11.2.3. Materiality. Identify why the Default is claimed to be material; and
- 11.2.4. Optional Cure. If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

11.3. **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 6.6 and 6.8. If the claimed Default is subject to Arbitration as provided in Section 6.9 then the Parties shall follow such processes.

11.4. **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, except as specifically limited in 13.9:

- 11.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.
- 11.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
- 11.4.3. 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 Owner or 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.

11.5. **Public Meeting.** Before any remedy in Section 11.4 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.

11.6. **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 11.4 without the requirements of Sections 11.5. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which

an emergency default is to be considered and the Owner, Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting regarding the claimed emergency Default

11.7. **Extended Cure Period.** If any Default cannot be reasonably cured within thirty (30) days then such cure period shall be extended so long as the defaulting party is pursuing a cure with reasonable diligence.

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

11.9. **Limitation on Recovery for Default – No Damages.** No party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto. The sole remedy available to Owner, Master Developer or any Subdeveloper shall be that of specific performance.

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

If to Master Developer: Teton Center, LLC
Attn: Cory Gust
10610 South Jordan Parkway, Suite 110
South Jordan, Utah 84095

If to Owner: The Bastian Family Foundation
Attn: Emily Markham
c/o Jacob Anderson
233 N. 1250 W., Suite 202
Centerville, Utah 84014
jake@andersonlawpllc.com

If to City: Herriman City
Attn: City Manager
5355 West Herriman Main Street
Herriman, UT 84096

With a copy to: Herriman City
Attn: City Attorney
5355 West Herriman Main Street
Herriman, UT 84096

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

12.1.1. **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). If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

12.1.2. **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. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

12.1.3. **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.

13. **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 MDA.

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

15. **No Third-Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the Owner, City or 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—except for warranty bond requirements under City's Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

16. **Assignability.** The rights and responsibilities of Master Developer and Owner under this MDA may be assigned in whole or in part by Master Developer and Owner with the consent of the City as provided herein; provided, the obligations of Owner hereunder will be deemed to be assigned to Master Developer at such time as Master Developer acquires the Property from Owner, in which event, the name Owner herein shall be released from all further rights and obligations under this Agreement.

16.1. **Sale of Parcel.** Master Developer's selling or conveying 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 Master Developer.

16.2. **Related Entity.** Owner or Master Developer's transfer of all or any part of the Property to any entity related to Owner or Master Developer, Owner or Master Developer's entry into a joint venture for the development of the Project or Owner 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. Owner or 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. Notwithstanding the foregoing, Master Developer an Owner will not be required to give notice in connection with a deemed assignment of this Agreement from Owner to Master Developer.

16.3. **Notice.** Owner and 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.

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

16.5. **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.

16.6. **Denial.** The City may only withhold its consent if the City is not reasonably satisfied of the assignee's financial ability to perform the obligations of Owner and Master Developer proposed to be assigned or there is an existing breach of a development obligation owed to the City by the assignee or related entity that has not either been cured or in the process of being cured in a manner acceptable to the City. Any refusal of the City to accept an assignment shall be subject to the "Meet and Confer" and "Mediation" processes specified in Sections 6.5 and 6.7. If the refusal is subject to Arbitration as provided in Section 6.8 then the Parties shall follow such processes.

16.7. **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.

17. **Binding Effect.** If Owner or 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, and configurations as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owner or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

18. **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.

19. **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.

20. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA 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.

21. **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.

22. **Appointment of Representatives.** To further the commitment of the Parties to cooperate in the implementation of this MDA, the Parties 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 Manager and the initial representative for Master Developer shall be Cory Gust and the initial representative of Owner will be [EM]. 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.

23. **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.

24. **Applicable Law.** This MDA is entered into in Salt Lake 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.

25. **Venue.** Any action to enforce this MDA shall be brought only in the Third District Court for the State of Utah, Salt Lake County.

26. **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.

27. **Incorporation of Recitals and Exhibits.** The foregoing Recitals and Exhibits “A” – “H” are hereby incorporated into this MDA.


28. **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.

29. **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 City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Ordinance No. 2022-39 adopted by the City on October 12, 2022

[Signature Pages to Follow]

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

CITY
Herriman City




Lorin Palmer, Mayor

ATTEST



Jackie Nostrom, City Recorder



Matt Brooks, Assistant City Attorney
Approved as to form and legality

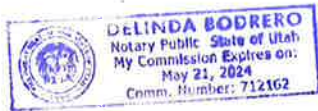


STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On the 20 day of October, 2022, Lorin Palmer personally appeared before me, who being by me duly sworn, did say that they are the Mayor of Herriman City, a political subdivision of the State of Utah, and that the foregoing Master Development Agreement was signed on behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same for the purposes described therein.



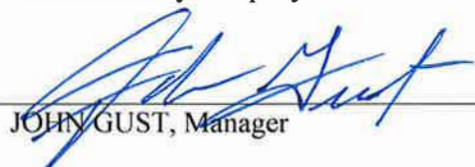
NOTARY PUBLIC



MASTER DEVELOPER

Teton Center, LLC, a Utah limited liability company, by its manager

Arbor Commercial Real Estate L.L.C., a Utah limited liability company



JOHN GUST, Manager

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

On the 17 day of October, 2022, JOHN GUST personally appeared before me, who being by me duly sworn, did say that they are the Manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company a manager of Teton Center, L.L.C, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Master Developer by authority of its governing board and acknowledged to me that the Master Developer executed the same for the purposes described therein.





NOTARY PUBLIC

OWNER

The Bastian Family Foundation

By Emily B Markham
Name: Emily B. Markham
Title: Trustee

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

On the 18th day of October, 2022, Emily B Markham personally appeared before me, who being by me duly sworn, did say that they are the Manager of The Bastian Family Foundation, and that the foregoing Master Development Agreement was signed on behalf of the Owner by authority of its governing board and acknowledged to me that the Owner executed the same for the purposes described therein.



Wende Harris
NOTARY PUBLIC

TABLE OF EXHIBITS

Exhibit "A"	Legal Description of Property
Exhibit "B":	Out Parcel Buildings Material & Design Guidelines
Exhibit "B-1":	Rear Façade Out Parcel Materials & Design Guidelines / With Frontage on Public Street
Exhibit "C":	City's Vested Laws
Exhibit "D":	Site Plan & Collector Road Plan
Exhibit "E":	Public Roadway Improvements
Exhibit "F"	Pylon & Monument Signage Plan
Exhibit "G":	Project Access Points / Mustang Trail Way / 11800 South
Exhibit "H"	Master Developer Sidewalk & Connectivity Plan

Exhibit "A"
Legal Description of Property

Beginning at a point on the Southerly Right-of-Way Line of 11800 South Street, said point being South 00°01'00" West 33.00 feet from the North Quarter Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°59'00" East 238.86 feet along said Southerly Right-of-Way Line to the Westerly Right-of-Way Line of Mustang Trail Way;

thence along said Westerly Right-of-Way Line the following three (3) courses:

(1) South 00°08'37" West 20.00 feet;

(2) South 44°55'11" East 35.32 feet;

(3) South 00°08'37" West 720.25 feet;

thence North 89°59'04" West 1,043.98 feet to the Easterly Boundary Line of Advantage Arts Subdivision;

thence North 00°00'56" East 765.25 feet along said Easterly Boundary Line to the Southerly Right-of-Way Line of 11800 South Street;

thence South 89°59'04" East 781.83 feet said Southerly Right-of-Way Line to the point of beginning.

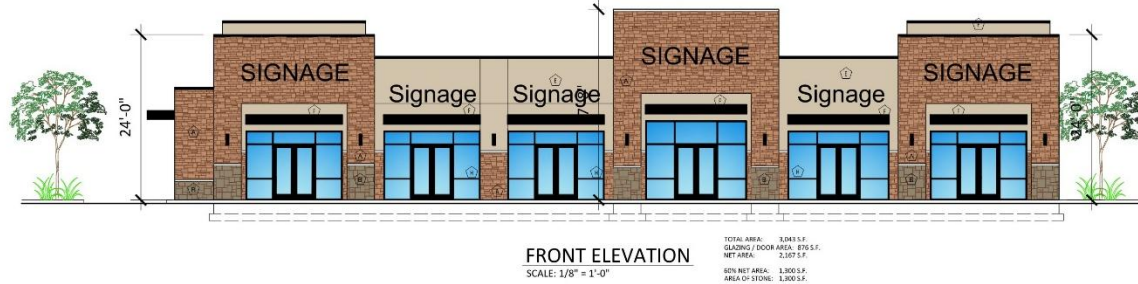
Contains 798,749 Square Feet or 18.337 Acres

Exhibit "B"

Out Parcel Buildings Material & Design Guidelines

Front elevations receiving reduced setback requirements shall comply with the applicable requirements of Section 10.3

MATERIALS & FEATURES TO BE INCORPORATED TO OUT PARCEL BUILDINGS



COLOR LEGEND:

- (A) CULTURED STONE: OWENS CORNING COUNTRY LEDGESTONE, COLOR: ASPEN
- (B) CULTURED STONE: OWENS CORNING HEWAN STONE, COLOR: TALUS
- (C) CEMENTITIOUS SIDING: NICH-HA, VINTAGEWOOD, SPRUCE
- (D) CULTURED STONE SILLS: OWENS CORNING SILL STONE, SHAPE: EWING 3.0/3.0
- (E) SFS: SENESEY, #42 OATMEAL
- (F) STEEL BEAMS PAINTED: SHERWIN WILLIAMS, BLACK FOX, 7020
- (G) HARARET COPING: MBO SIGNATURE 200, COLOR: "DARK BRONZE"
- (H) ALUMINUM STOREFRONT SYSTEM: DARK BRONZE
- (I) DECORATIVE WALL SCONES: DARK BRONZE CO-01
- (J) CORRUGATED METAL AWNING, PAINTED: S&W, COPPER MOUNTAIN
- (K) BRICK VINYL: INTERSTATE BRICK, IRONSTONE, NORMAN

GLAZING TYPES:

- (A) 1" CLEAR, INSULATED, TEMPERED GLASS: SEALED
- (B) 1" CLEAR, INSULATED, SEALED
- (C) 1/4" CLEAR TEMPERED GLASS: SEALED

clarity design group
architecture planning interiors
5525 south 900 east, ste 340
midvale, utah 84012
1.888.247.8570



consultants

TETON VILLAGE
RETAIL

SW CORNER OF
11800 S AND
MUSTANG TRAIL
WAY
HERRIMAN, UT

PROJECT NO: --
DRAWN BY: TA
CHECKED BY: TA

ISSUE DATE: 06/03/22
REV. DATE DESC.

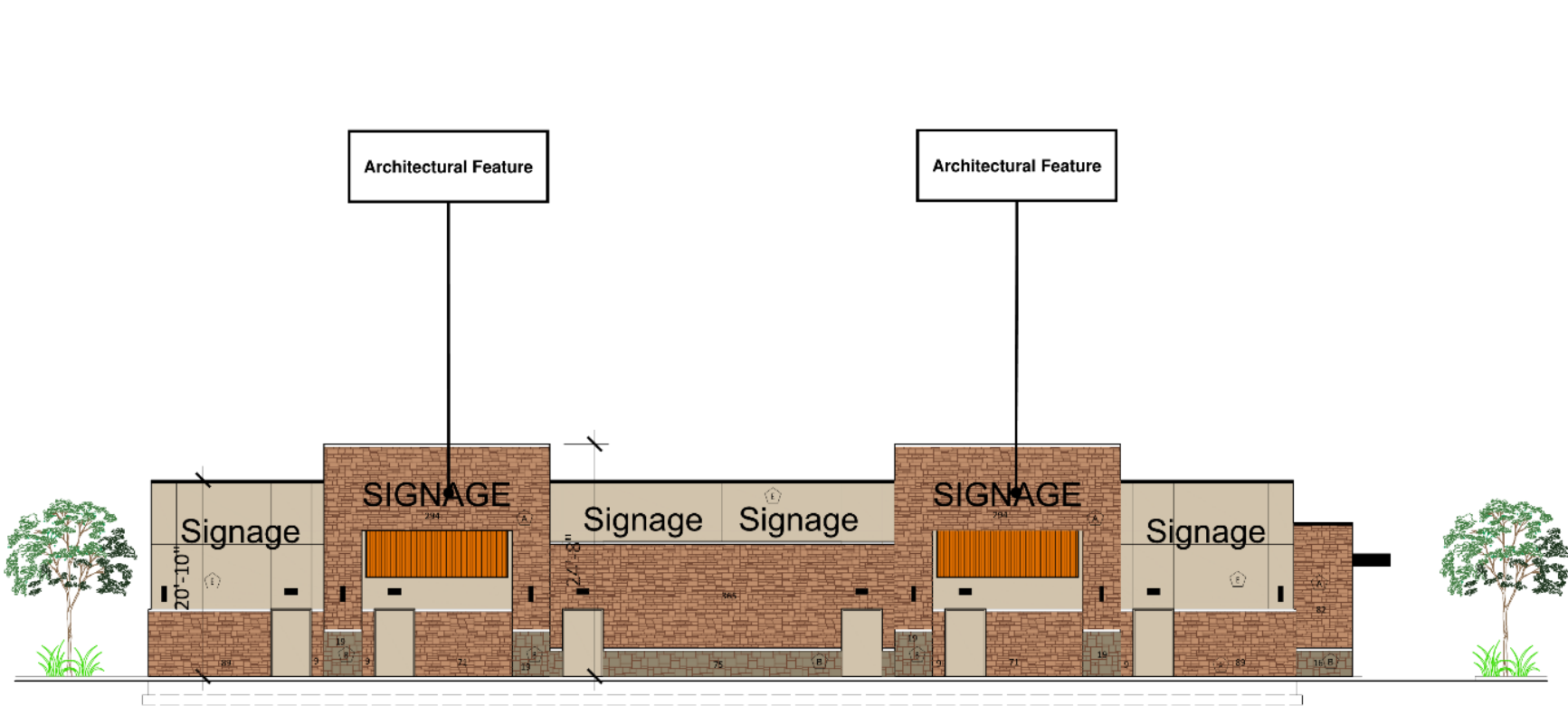
SHEET TITLE

BUILDING
ELEVATIONS

Exhibit "B-1"

Rear Façade Out Parcel Materials & Design Guidelines With Frontage on Public Street

MATERIALS & FEATURES TO BE INCORPORATED



TOTAL AREA: 2,818 S.F.
 GLAZING / DOOR AREA: 186 S.F.
 NET AREA: 2,632 S.F.
 60% NET AREA: 1,579 S.F.
 AREA OF STONE: 1,599 S.F.

REAR ELEVATION
 SCALE: 1/8" = 1'-0"

clarity design group
 architecture • planning • interior
 3525 south 900 east, ste. 300
 urray, utah 84117
 1.801.247.8170



consultants

**TETON VILLAGE
 RETAIL**

SW CORNER OF
 11800 S AND
 MUSTANG TRAIL
 WAY
 HERRIMAN, UT

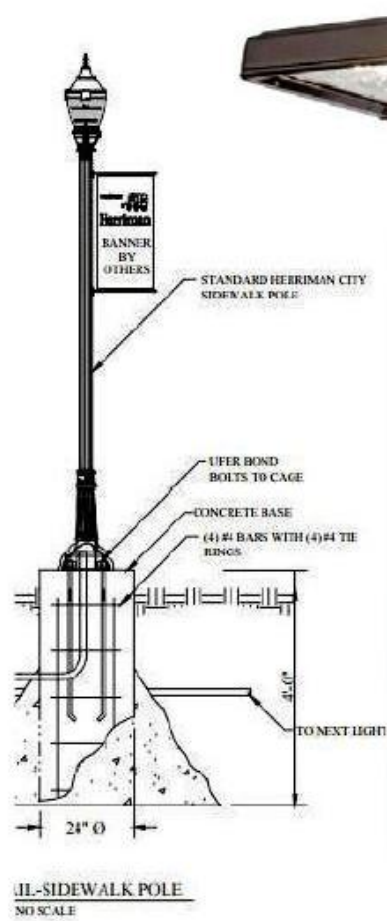
PROJECT NO:
 DRAWN BY: TA
 CHECKED BY: TA

REV.	DATE	DESC.

SHEET TITLE
**BUILDING
 ELEVATIONS**

A-2.1

Street Furnishing



PARKING LOT LIGHT:



Plaza Series, Model PL-3
Fair Weather



BIKE RACK:
DUMOR
MULTI-LOOP BIKE RACK 130
OR SIMILAR



TREE GRATE:
URBAN ACCESSORIES
CHINOOK 2000
OR SIMILAR

McGraw - Edison
Type A15
• GLEON
Black
Square Poles



PARKING LOT LIGHT:



TRASH:
DUMOR
RECEPTACLE 102
OR SIMILAR



BOLLARD:
KIM LIGHTING :
GEM 1



PLANTER:
IAP
52 - SULTAN
OR SIMILAR



SIGN LIGHTS:
BEACON:
TRAVERSE

Teton Center - Project Color Board



A - STONE VENEER
OWENS CORNING COUNTRY LEDGESTONE
ASPEN



B - STONE VENEER
OWENS CORNING HEWN STONE
TALUS



C - CEMENTITIOUS SIDING
NICHIHA. VINTAGEWOOD
SPRUCE



D - CULTURED STONE SILLS
OWENS CORNING
TAUPE (SWT-1375)



E - EIFS
SYNERGY
OATMEAL, #427



F - STEEL BEAMS/CANOPY
PAINTED: SHERWIN WILLIAMS
BLACK FOX, 7020



G - PARAPET COPING
MBCI SIGNATURE 300
DARK BRONZE



H - ALUMINUM STOREFRONT
U.S. ALUMINUM OR APPROVED EQUAL
DARK BRONZE



K - METAL AWNING
CORRUGATED METAL, PAINTED
SHERWIN WILLIAMS, COPPER MOUNTAIN



L - BRICK MASONRY
INTERSTATE BRICK
IRONSTONE, NORMAN

clarity design group
architecture planning interiors
5525 south 1800 west, ste 340
murray, utah 84111
t 385.247.8770



consultants

**TETON VILLAGE
RETAIL**

SW CORNER OF
11800 S AND
MUSTANG TRAIL
WAY
HERRIMAN, UT

PROJECT NO:	-
DRAWN BY:	TA
CHECKED BY:	TA
ISSUE DATE:	06/09/22
REV.	DATE DESC.

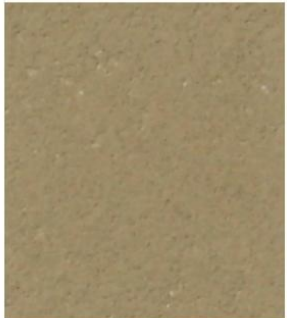
SHEET TITLE

**MATERIALS
BOARD**

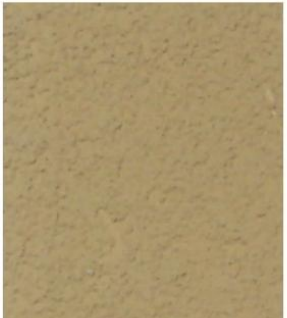
A-2.2



E - EIFS ALTERNATE 1
 SYNERGY OR APPROVED EQUAL



E - EIFS ALTERNATE 2
 SYNERGY OR APPROVED EQUAL



E - EIFS ALTERNATE 3
 SYNERGY OR APPROVED EQUAL



E - EIFS ALTERNATE 4
 SYNERGY OR APPROVED EQUAL



E - EIFS ALTERNATE 5
 SYNERGY OR APPROVED EQUAL



E - EIFS ALTERNATE 6
 SYNERGY OR APPROVED EQUAL



L - BRICK MASONRY ALT. 1
 INTERSTATE BRICK, SMOKEY MOUNTAIN



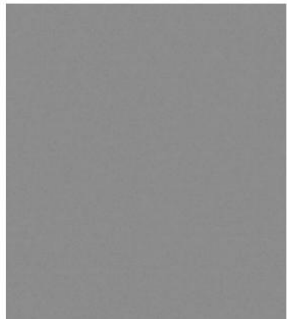
L - BRICK MASONRY ALT. 2
 INTERSTATE BRICK, PLATINUM



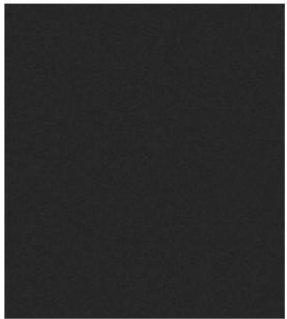
M - ACCENT COLORS - 1
 PRATT & LAMBERT, BLUE LAKE



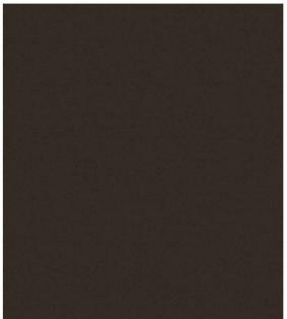
M - ACCENT COLORS - 2
 PRATT & LAMBERT, VELVET RED



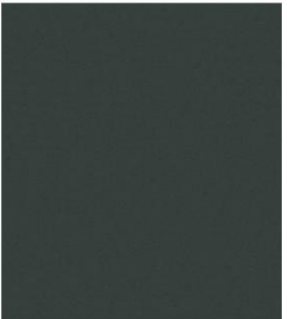
M - ACCENT COLORS - 3
 PRATT & LAMBERT, LONDON FOG



M - ACCENT COLORS - 4
 PRATT & LAMBERT, BLACK



M - ACCENT COLORS - 5
 PRATT & LAMBERT, OXFORD DEEP



M - ACCENT COLORS - 6
 PRATT & LAMBERT, ESSEX DEEP GREEN

consultants

**TETON VILLAGE
 RETAIL**

SW CORNER OF
 11800 S AND
 MUSTANG TRAIL
 WAY
 HERRIMAN, UT

PROJECT NO:	-
DRAWN BY:	TA
CHECKED BY:	TA
ISSUE DATE:	08/09/22
REV.	DATE DESC.

SHEET TITLE

**MATERIALS
 BOARD**

A-2.3

Exhibit “C”
City’s Vested Laws

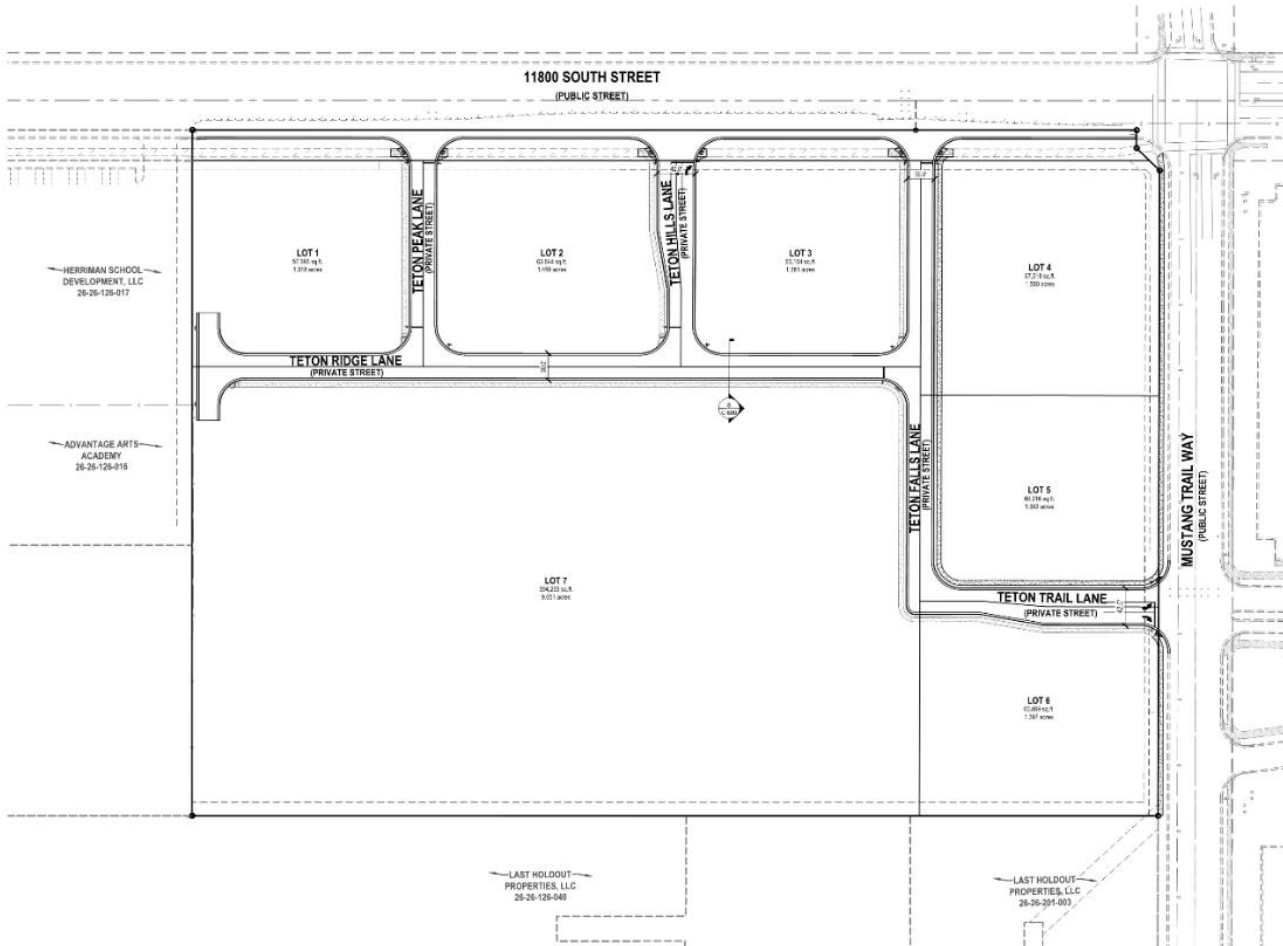
Exhibit "D"

Site Plan & Collector Road Plan

NORTH QUARTER CORNER OF SECTION 26
TOWNSHIP 33 SOUTH RANGE 2 WEST
SUT VALLEY PLATS 400-10000
ELEVATION = 4615.87

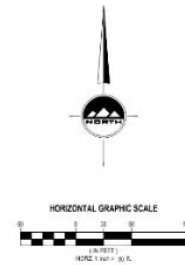
811
CALL BEFORE YOU DIG
800-4-A-SAFE

CALL UTILITIES
30 MINUTE RESPONSE
PROTECT YOUR INVESTMENT
COMPLIANCE OF ANY
CONTRACTORS



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH AASHTO STANDARDS AND RECOMMENDATIONS.
3. SEE ALL APPLICABLE ARCHITECTURAL PLANS FOR CONCRETES MATERIAL, COLOUR, FINISH, AND SCOUR PATTERNS THROUGHOUT SITE.
4. ALL PLACEMENT MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE M.I.T.C.D. MANUAL ON UNIFORM GRADE CONTROL DEVICES.
5. ALL SURFACE IMPROVEMENTS DETERMINED BY CONSTRUCTION SHALL BE REPEATED OR REPLACED IN COLLISION ZONES AND DECORATIVE SPHERES, SOIL, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY ENCASE FRACKED IN X-BEN OR STAINLESS STEEL PIPING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND EASEMENTS, UNLESS OTHERWISE NOTED ON THESE PLANS.



EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.2529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.543.3540

CEDAR CITY
Phone: 435.965.1403

RICHFIELD
Phone: 435.896.2863

WWW.ENSIGNENG.COM

TETON COMMERCIAL
ROADS AND UTILITIES PHASE 1
11918 SOUTH MUSTANG TRAIL WAY
HERRIMAN, UT

OVERALL SITE PLAN

DATE: 10/20/2023
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: AS SHOWN
PROJECT NUMBER: 26-26-126-048
READY TO PRINT

C-200

Exhibit "E"
Public Roadway Improvements

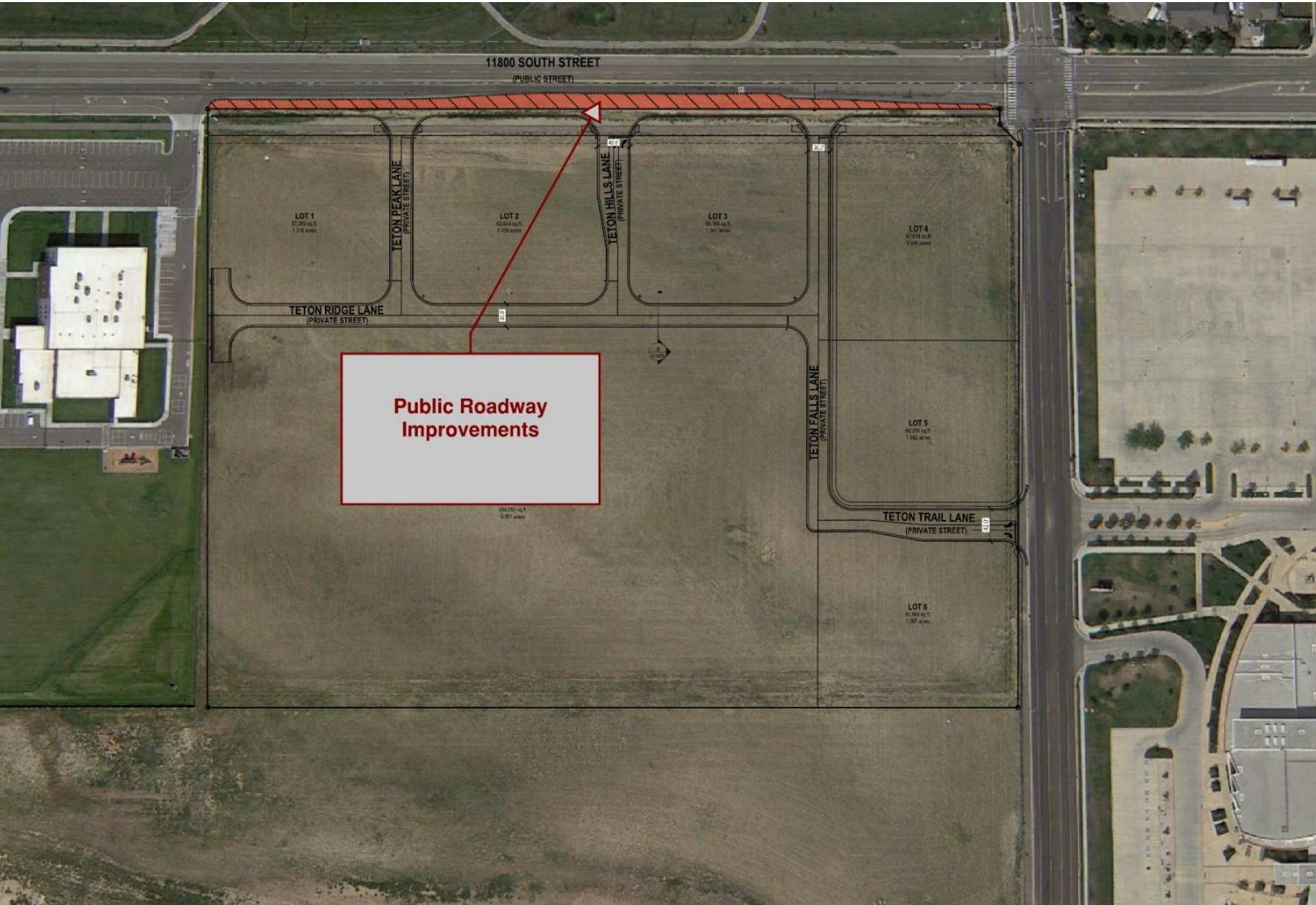


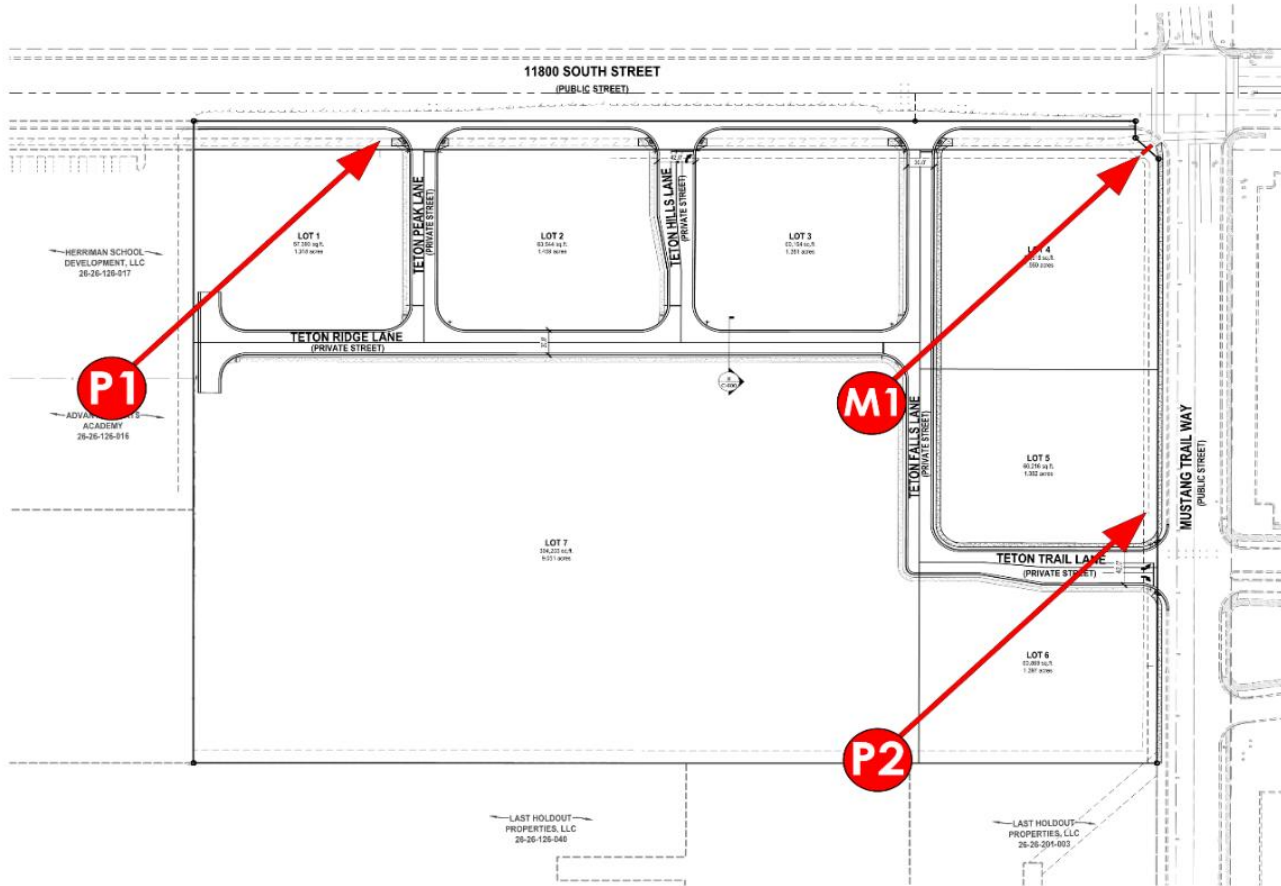
Exhibit "F"

Project Pylon & Monument Signage Plan

NORTH QUARTER CORNER OF SECTION 26,
TOWNSHIP SOUTH, RANGE 5 WEST,
COUNTY AND DEED NO. 100000000
ELEVATION = 4811.87

811
CALL BEFORE YOU DIG
811 before any dig

CALL SUBSTATIONS
24 HOURS A DAY 7 DAYS A WEEK
FROM THE COMMENCEMENT OF ANY
CONSTRUCTION



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANCED AND PAVED DETAIL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND STONE PATTERNS THROUGHOUT SITE.
4. ALL PROPOSED SIGNAGE SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
5. ALL SIGNAGE IMPROVEMENTS SUBMITTED BY CONTRACTOR SHALL BE REVIEWED OR REPLACED AS REQUIRED TO FULLY AND COMPLETELY MEET THE MUTCD, ADA'S AND ALL STATE LAWS, STATUTES OR ANY OTHER APPLICABLE SPECIFICATIONS REQUIRED BY THE CONTRACT DOCUMENTS.
6. NOTIFY OWNER OF ANY DISCREPANCIES IN DESIGN OR SETBACK BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES AND SIGNS, ETC. AND TO REPAIR OR REPLACE ANY DAMAGE TO THEM.

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
425 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOLE
Phone: 435.843.3600

CEDAR CITY
Phone: 435.695.1453

RICHFIELD
Phone: 435.696.2883

WWW.ENSIGNENG.COM

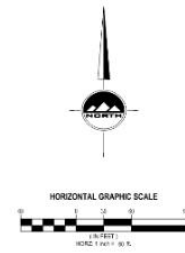
11800 SOUTH STREET, LOT 1
11800 SOUTH STREET, LOT 2
11800 SOUTH STREET, LOT 3
11800 SOUTH STREET, LOT 4
11800 SOUTH STREET, LOT 5
11800 SOUTH STREET, LOT 6
11800 SOUTH STREET, LOT 7

**TETON COMMERCIAL
ROADS AND UTILITIES PHASE 1**
11918 SOUTH MUSTANG TRAIL WAY
HERRIMAN, UT

OVERALL SITE PLAN

DATE: 11/15/2024
DRAWN BY: DARYN TAYLOR
CHECKED BY: BRADY HERRIS

C-200



**ELEVATION
MONUMENT QTY (1)**

**! VECTOR ARTWORK REQUIRED
PRIOR TO FABRICATION**

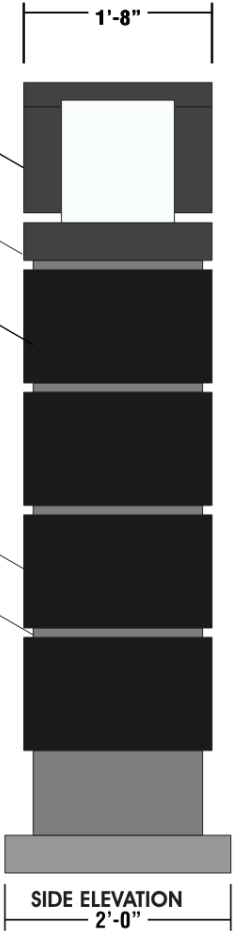
ROUTED & BACKED
MOUNTAIN WITH
BLACK PERF

ROUTED & BACKED
SIGNAGE "TETON CENTER"

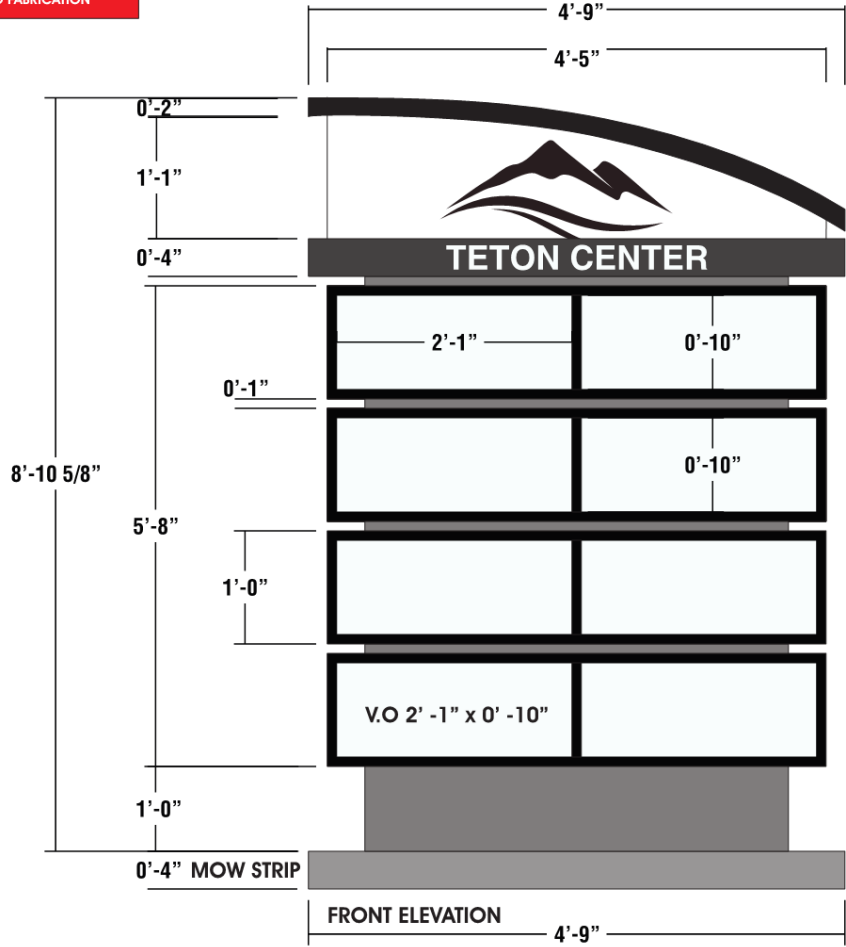
1" RETAINER

TENANT SPACE

2" REVEAL



SCALE : 3/4" = 1'-0"



Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: LIC00247443 • Idaho: RCE-29969 • Wyoming: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY ALLIED ELECTRIC SIGN. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH THE PROJECT BEING PLANNED FOR YOU. IT IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED.

**ALLIED
ELECTRIC SIGN
& Awning**

BACKED BY OUR
5
YEAR L.E.D
WARRANTY

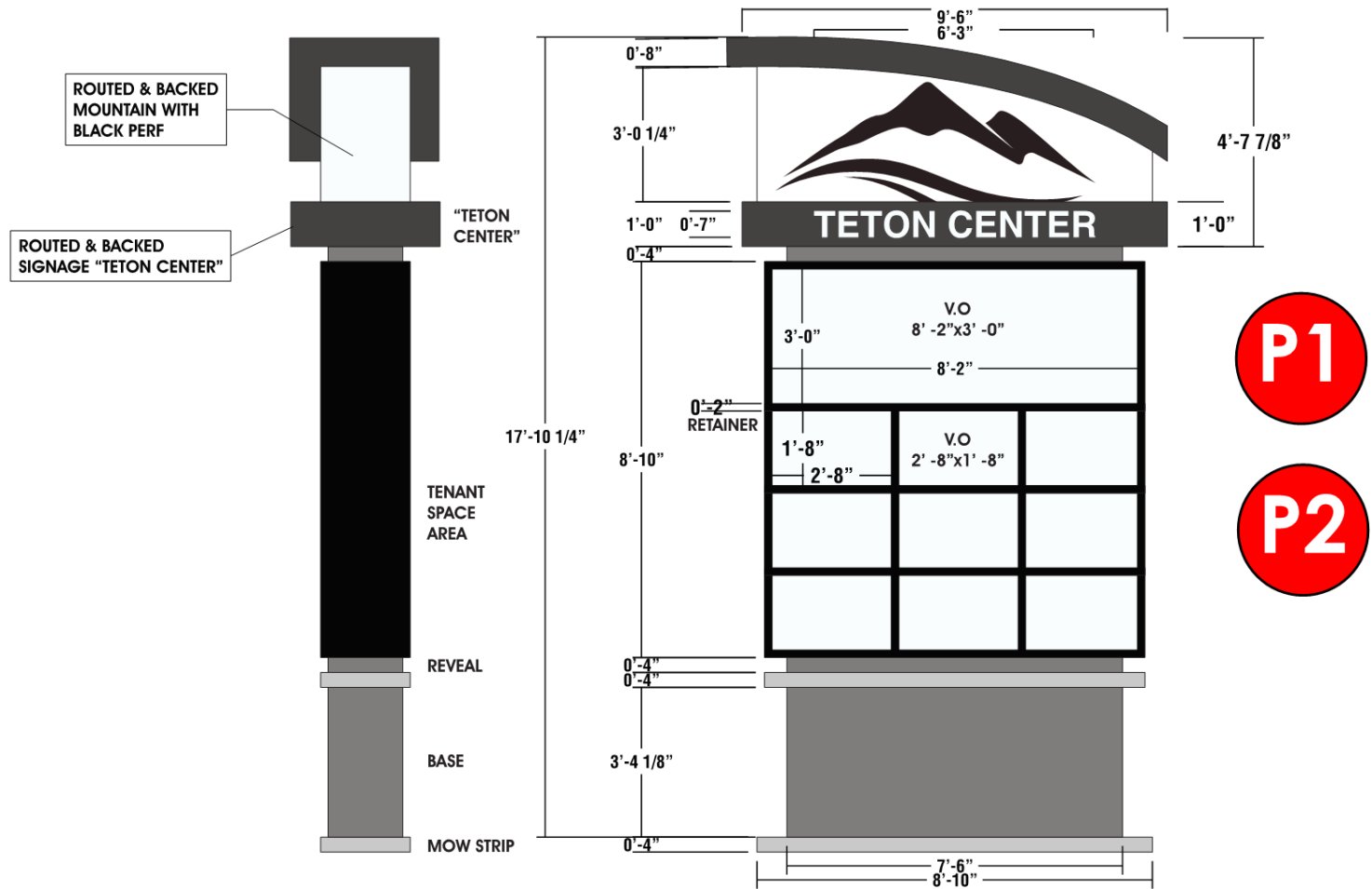
Client: Teton Center
Address: 11800 South & Mustang Trail
Herriman, UT
File Name: Current Projects - Allied > Teton Center> Designer Drawings> Teton Center 8-26-2021

SALES APPROVAL:
Designer: Allen
Sales: Monica

NAME & DATE
DATE

CONTACT: NAME
PHONE : ###
EMAIL: email

**ELEVATION
PYLON SIGNS
QTY (2)**



SCALE : 1/2" = 1'-0"



Utah Contractors: 375809-5501 • Nevada: 60486 • Colorado: LIC00247443 • Idaho: RCE-29969 • Wyoming: THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY ALLIED ELECTRIC SIGN. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH THE PROJECT BEING PLANNED FOR YOU. IT IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED.



Client: Teton Center	SALES APPROVAL:	CONTACT: NAME
Address: 11800 South & Mustang Trail Herriman, UT	Designer: Allen	PHONE : ###
File Name: Current Projects - Allied > Teton Center> Designer Drawings> Teton Center 8-26-2021	Sales: Monica	EMAIL: email
	NAME & DATE	
	DATE	

DATE	NAME & DATE
DATE	NAME & DATE

www.allied-sign.com Follow us on [Social Media Icons]

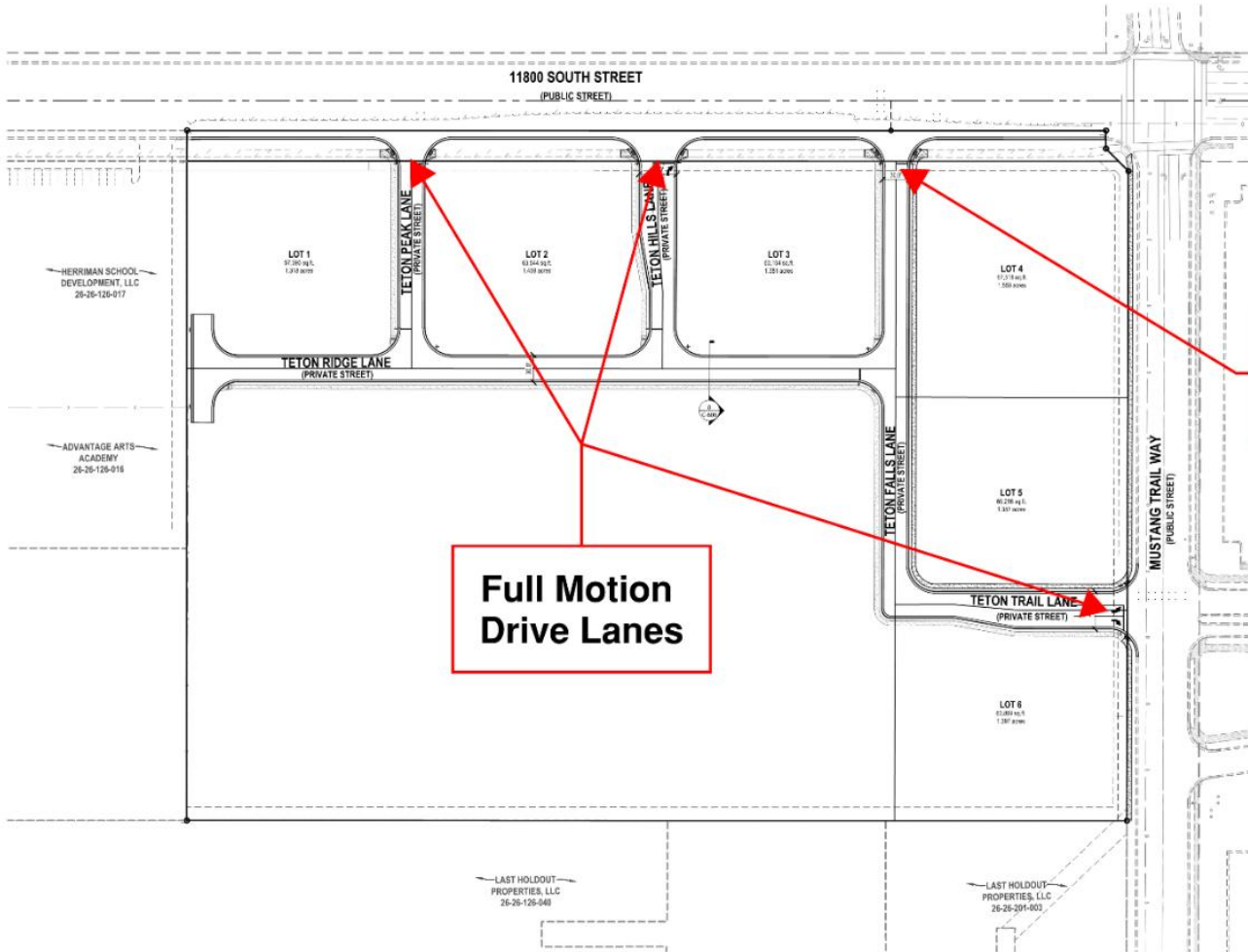
LOCATIONS: HQ SALT LAKE CITY: 1920 S. 900 W. SLC, UT • OGDEN: 2924 PENNSYLVANIA AVE. UNIT 70, OGDEN, UT 84401 • UTAH COUNTY: 1852 N. PARKWAY COURT, SPRINGVILLE, UT 84663 • LAS VEGAS: 6845 SPEEDWAY BLVD. #K103, LAS VEGAS, NV 89115

Exhibit "G"

Project Access Points

NORTH QUARTER CORNER OF SECTION 26
TOWNSHIP 13 NORTH, RANGE 4 WEST
SALT LAKE COUNTY, UTAH
ELEVATION = 860.87'

811
UTAH
CALL BEFORE YOU DIG
CALL BEFORE YOU DIG
24 HOURS A DAY
7 DAYS A WEEK
FOR MORE INFORMATION
VISIT www.811utah.com



- GENERAL NOTES**
1. ALL WORK TO DEVELOP WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
 2. ALL IMPROVEMENTS MUST COMPLY WITH AASHTO STANDARDS AND RECOMMENDATIONS.
 3. SEE LANSING ENGINEERING ARCHITECTURAL PLANS FOR CONCRETE, MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
 4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD ANNUAL OR UNIFORM TRAFFIC CONTROL DEVICES.
 5. ALL ELEVATION IMPROVEMENTS DETERMINED BY CONSTRUCTION SHALL BE REFERENCED ON REPLACES, INCLUDING TREES AND DECORATIVE SHALES, SOD, TREES, GRILLS AND STRUCTURE, FURNISHING OR NOT, SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
 6. NOTIFY ENGINEERS OF ANY DISCREPANCIES IN DESIGN OR ANY WORK REPORT PLACING CONCRETE OR ASPHALT.
 7. THE CONTRACTORS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES AND SIGNS, E.T.C. UNLESS OTHERWISE NOTED ON THESE PLANS.

ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10300 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.643.3590

CEDAR CITY
Phone: 435.866.1453

RICHFIELD
Phone: 435.896.2983

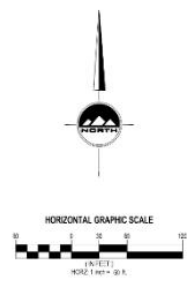
WWW.ENSIGNENG.COM

THE
TETON CENTER, LLC
1918 SOUTH MUSTANG DRIVE, SUITE 110
SOUTH JORDAN, UT 84092
435.740.0000
WWW.TETONC.COM
PHONE: 81-361-8184

**TETON COMMERCIAL
ROADS AND UTILITIES PHASE 1
11918 SOUTH MUSTANG TRAIL WAY
HERRIMAN, UT**

**Right-In
Right-Out
Drive Lane**

**Full Motion
Drive Lanes**



OVERALL SITE PLAN

PROJECT NO. 26-26-126-048
DATE: 05/24/2022

DESIGNER: CAROLINE TAYLOR
CHECKER: BRADY MERRIS

C-200

Exhibit "H"

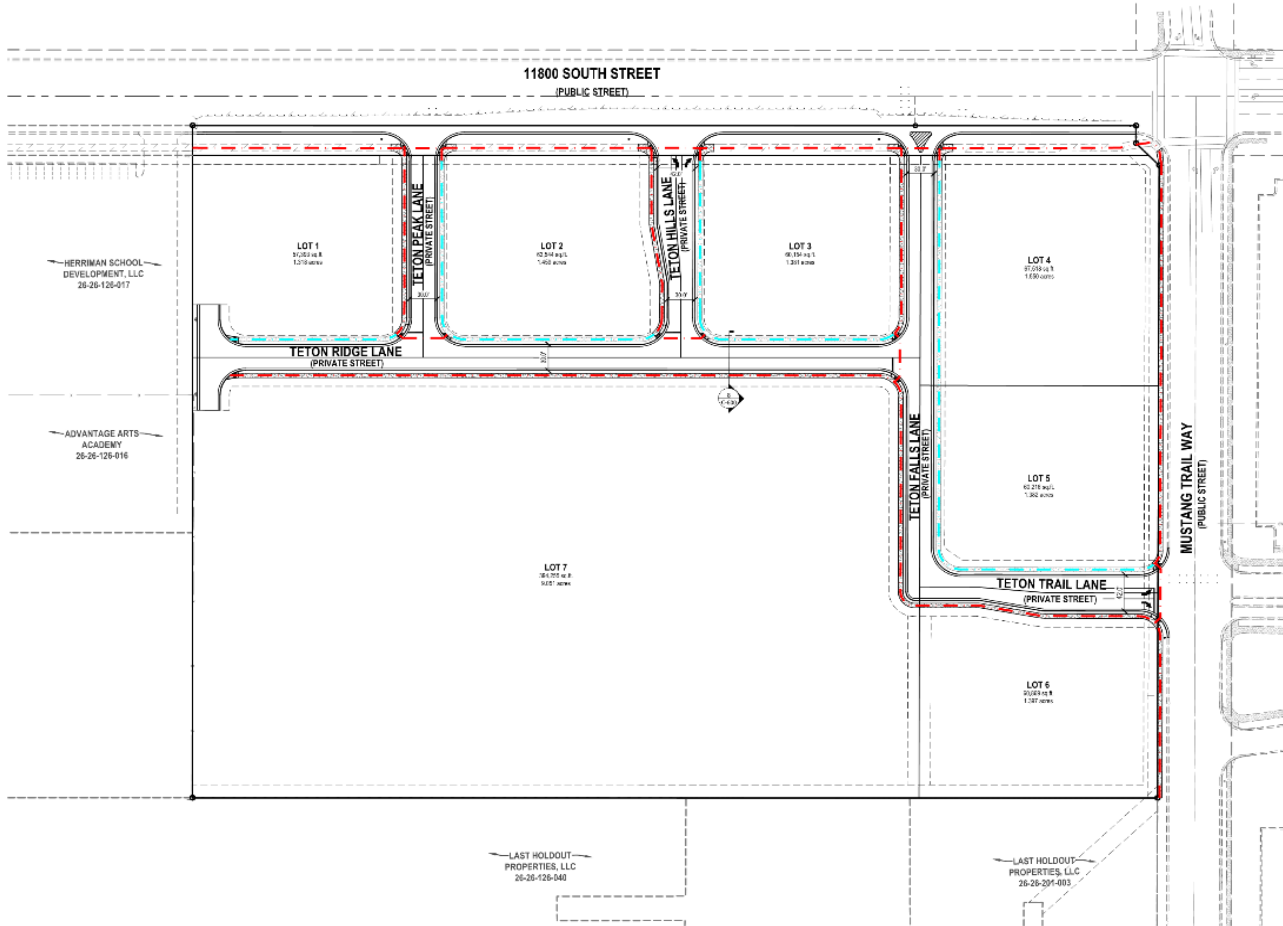
Master Developer Sidewalk Connectivity Plan

Parcel 7 to provide additional sidewalk from the building constructed thereon to tie into the above connectivity plan determined at the time the building is constructed on Parcel 7.

ALERT: QUARTER CORNER OF SECTION 06, TOWNSHIP 3 S, RANGE 7E, WEST SALT LAKE MERIDIAN SHOWN. ELEVATION = 4891.67

811
CALL BEFORE YOU DIG

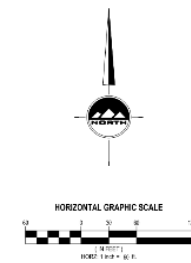
CALL SUBSTANCES & UTILITY LOCATIONS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS SHALL COMPLY WITH LOCAL ORDINANCES AND REGULATORY AGENCIES.
3. SEE LAYOUTS FOR NOTES REGARDING MATERIALS, FINISHES, AND SCALE PATTERNS TO BE USED FOR THE PROJECT.
4. ALL IMPROVEMENTS SHALL CONFORM TO THE LATEST EDITION OF THE MUTCD (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL IN-PLACE IMPROVEMENTS SHALL BE MAINTAINED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING UTILITIES, UTILITY AND SIGNAL ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.
6. THE CONTRACTOR IS TO PROVIDE AND MAINTAIN ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNALS ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

- PEDESTRIAN CONNECTIVITY PATH INSTALLED BY MASTER DEVELOPER
- PEDESTRIAN CONNECTIVITY PATH INSTALLED BY INDIVIDUAL LOT BUILDER



EN SIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Stony UT 84078
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.543.3590

CEDAR CITY
Phone: 435.543.3453

RICHFIELD
Phone: 435.886.2883

WWW.ENSIGNENG.COM

TETON COMMERCIAL
ROADS AND UTILITIES PHASE 1
11918 SOUTH MUSTANG TRAIL WAY
HERRIMAN, UT

BRADEN D. BRUMLEY
PROFESSIONAL ENGINEER
STATE OF UTAH

OVERALL SITE PLAN

C-200

Herriman City

ORDINANCE NUMBER: **2022-39**

SHORT TITLE: ORDINANCE ADOPTING THE TETON COMMERCIAL MASTER DEVELOPMENT AGREEMENT LOCATED AT 11840 SOUTH AND 11918 SOUTH MUSTANG WAY IN THE C-2 COMMERCIAL ZONE

PASSAGE BY THE CITY COUNCIL OF HERRIMAN CITY ROLL CALL

NAME	MOTION	SECOND	FOR	AGAINST	OTHER
Lorin Palmer			X		
Jared Henderson	X		X		
Teddy Hodges			X		
Sherrie Ohrn		X	X		
Steven Shields			X		
	TOTALS		5		

This ordinance was passed by the City Council of Herriman City, Utah on the 12th day of October, 2022, on a roll call vote as described above.

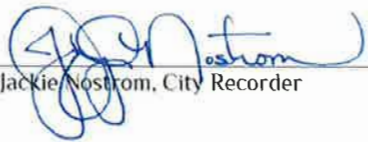
ORDINANCE NO. 2022-39

CITY RECORDER'S CERTIFICATE AND ATTESTATION

This ordinance was recorded in the office of the Herriman City Recorder on the 12th day of October, 2022, with a short summary being published on the Utah Public Notice website. I hereby certify and attest that the foregoing constitutes a true and accurate record of proceedings with respect to the ordinance number referenced above.



Signed this 12th day of October, 2022


Jackie Nostrom, City Recorder



STAFF REPORT

DATE: May 6, 2026

TO: Planning Commission

FROM: Amanda Hamilton, Planner II

SUBJECT: Review and consider approval of a Conditional Use Permit for the relocation of existing transmission lines and four (4) transmission utility poles located approximately at the corner of Redwood Road and Porter Rockwell.
Applicant: Brad Knoles, Rocky Mountain Power, (authorized agent)
Acres: ± 60
File No: C2026-051

RECOMMENDATION:

Staff recommends that the Planning Commission review the attached Conditional Use Permit request for compliance with Herriman City Code Chapter 10-28-23 Public Utilities. Based on the information and findings contained within this report, the staff recommends approval of the Conditional Use permit for the relocation of four (4) existing transmission poles and the attached lines located approximately at the corner of Redwood Road and Porter Rockwell in the C-2 Commercial Zone and the A-1-43 Agricultural Single-Family Zone, with the following requirements:

1. Acknowledge and address all comments from other agencies.
2. Provide any additional required deliverables requested by the City Engineer.

ISSUE BEFORE COMMISSION:

Should the Planning Commission approve the applicant's proposed relocation of four (4) transmission towers located on four (4) separate parcels located adjacent to the intersection of Porter Rockwell Blvd and Redwood Road? (See Attachment B – Vicinity Map, Attachment C – Relocation Plans).

BACKGROUND & SUMMARY:

The applicant proposes to construct four (4) new electric power transmission towers on private property located at approximately Porter Rockwell Blvd and Redwood Road on four (4) separate parcels that are zoned C-2 Commercial and A-1-43 Agricultural Single-Family Zone.

The proposed transmission pole relocations allow for a change in the angle of transmission lines connecting to expanding infrastructure within the adjacent Camp Williams Substation. The relocation of transmission lines has been proposed as an essential step in infrastructure improvements to accommodate the increasing demand at the Camp Williams Substation.

The Commission's primary issue is to determine whether the proposal complies with the applicable standards found in Chapter 10-28-23 Public Utilities of Herriman City Code:

- A. Approved public utilities. The city engineer may approve the following public utilities in any zone:
 - 1. Electric power transmission and distribution lines with a capacity of less than 69 kilovolts;
 - 2. Gas transmission and distribution lines with a design pressure of less than 600 psi and a pipe diameter of less than 16 inches;
 - 3. Canals and water transmission and distribution lines with a capacity of less than 200 second feet;
 - 4. Motor vehicle rights-of-ways and driveways;
 - 5. Telephone lines;
 - 6. Cable television or communication lines; and
 - 7. Easements, rights-of-way, service driveways, or accessory structures which are appurtenant to the above uses.
- B. Utilities requiring a conditional use permit. The following large-scale public utilities may be allowed in all zones, subject to the granting of a conditional permit:
 - 1. Electric power transmission lines with a capacity of 69 kilovolts or greater;**
 - 2. Gas transmission lines with a design pressure of 600 psi or greater and a pipe diameter of 16 inches or larger;
 - 3. Communication towers; and
 - 4. Any easements, rights-of-way, service driveways, or accessory structures appurtenant to the above uses.
- C. Zone standards. Public facilities shall be subject to all of the height, bulk, location, and other standards for the zone in which they are located, except:
 - 1. There shall be no minimum lot size required; and
 - 2. Only walled and/or roofed structures shall be required to meet the yard requirements (setbacks) of the zone. Otherwise, the public facilities listed in this section shall have no minimum yard requirements.
- D. Underground lines, structures; exception. In new developments, all utility lines and structures shall be installed underground in properly recorded easements according to city standards and specifications. Junction boxes, monitoring and pump stations, and other aboveground utility structures not listed above in excess of 30 square feet in area or over four feet in height shall require a conditional use permit approval prior to installation.

DISCUSSION:

ENGINEERING REVIEW:

Staff Finding: The Engineering Department has reviewed the proposed site plan and identified no issues.

CONDITIONAL USE REVIEW (STANDARDS FROM 10-16):

Per 10-16 of City Code, a *Utility, Major* is a Conditional Use in the C-2 Commercial and A-1-43 Agricultural Single-Family Zone and subject to compliance with the “Approval Standards” listed in 10-5-10, which have been summarized and reviewed below:

Consistent with the applicable objectives, goals, and policies of the General Plan

Staff Finding: The General Plan does not specifically provide goals or objectives for public infrastructure. An objective within the General Plan, the Community Amenity, is to “Offer exceptional amenities, including trails, recreation opportunities, an improved public realm, social gathering places, and services and resources for a healthy, happy life.” (Herriman General Plan, Policy - 4).

The proposed use is consistent with providing services and resources to our community and therefore aligns with the goals and objectives of the General Plan.

The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:

- a) **Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.**

Staff Finding: The proposed locations of the transmission lines and utility poles will not have a detrimental impact on traffic patterns.

- b) **Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City’s engineering staff, contracted engineers, and utility service providers.**

Staff Finding: *The proposed transmission line relocations will support additional capacity at the adjacent Camp Williams Substation, benefiting residents and businesses in the City. The Engineering Department has reviewed the applicants' plan and determined that the proposal will not have a detrimental impact on existing utility systems, services, or capacities.*

c) Detrimental effects on connectivity and safety for pedestrians and bicyclists.

Staff Finding: *The proposed location of the utility will not have any detrimental impact on pedestrian or cyclist connectivity or safety.*

d) Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.

Staff Finding: *Staff have not identified any environmental impacts.*

e) Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high groundwater, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.

Staff Finding: *Staff have not identified any environmental impacts. Concerns regarding waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, high groundwater, sensitive lands, and environmental health hazards have been addressed by the applicant or are not expected to have an impact.*

f) Detrimental effects of modifications to or installation of signs and exterior lighting that conflict with neighborhood compatibility.

Staff Finding: *No signs are included in this proposal. However, signage displaying emergency contact information or safety protocols shall be installed in a conspicuous place on site. Lighting fixtures shall comply with City standards and be shielded from neighboring properties or adjacent traffic.*

g) Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing,

screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.

Staff Finding: The existing substation is screened by a precast wall along its entire perimeter. Poles of the same height and size presently exist on the site. The proposal is to adjust their placement and orientation, not add additional pole(s) or impact an area incompatible with the proposed utility infrastructure.

h) Detrimental effects on the tax base and property values.

Staff Finding: Approval of the proposal will not impact the City's tax base or property values.

i) Detrimental effects on the current level of economy in governmental expenditures.

Staff Finding: The City is not providing any economic incentives for the proposed use, and the use will not impose any negative impacts on governmental expenditures.

j) Detrimental effects on emergency fire service and emergency vehicle access.

Staff Finding: The appropriate agencies have reviewed the proposed use and found no detrimental impacts on the site for emergency and fire services and access.

k) Detrimental effects on usable open space.

Staff Finding: Upon review of City records, staff have not identified any effects on usable open space.

l) Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.

Staff Finding: Upon review of City records, staff have not identified any outstanding compliance issues related to the site or existing structures.

ZONING ORDINANCE REVIEW

Large-scale public utility:

As per 10-3-6 of City Code, public utilities are defined as follows:

USE, PUBLIC, means a use operated exclusively by a public agency which serves public health, safety, or general welfare, and includes uses such as public schools, parks, playgrounds, and other recreational facilities, administrative and service facilities, and public utilities.

***UTILITIES** means culinary waterlines, pressure and gravity irrigation lines, sanitary and storm sewer lines, subdrains, electric power, natural gas, cable television and telephone transmission lines, underground conduits, and junction boxes.*

***Staff Finding:** Based on the definition above, the proposed use is a “Public Utility” and is categorized accordingly.*

In conclusion, staff determined that the applicant's request (with conditions) is consistent with applicable standards and recommends Planning Commission approval, subject to conditions.

ALTERNATIVES:

The Planning Commission may consider the following alternative actions:

Alternatives	Recommendation	Considerations for Alternative	Considerations against Alternative
Approve proposal as submitted	Yes	Improved site, potential additional commercial uses, and job creation in the area	Without staff recommendations, the proposal may have an increased impact on pedestrian access to the site
Approve proposal with conditions		Approval with conditions facilitates the expansion of public utilities in the area	Commission may determine that additional conditions are warranted
Postpone proposal (with or without date)		Commission may identify additional issues that warrant further research and review. A motion to postpone should identify any additional information required	Staff has not identified any issues that warrant postponement
Deny proposal		Commission may deny the proposal based on findings relative to the applicable standards	Staff has not identified any findings that warrant denial

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Utility Relocation Plans



Conditional Use Application

PROPERTY INFORMATION			
Property Address: Rocky Mountain Power - Camp Williams Substation - 15450 Redwood Rd, Herriman, UT 84065			
Parcel Numbers:			
Acres: NA	Proposed building square footage: NA		
Request: Reroute existing 345kV transmission lines from the southwest corner of Redwood Rd and Porter Rockwell into the Camp Williams Substation			
APPLICANT INFORMATION			
Name of Applicant: Rocky Mountain Power [REDACTED]			
Address of Applicant: 1569 W North Temple Salt Lake City, UT 84116			
Email of Applicant: [REDACTED]	Phone: [REDACTED]		
Applicants Affiliation with the Subject Property:			
<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Engineer	<input type="checkbox"/> Architect	<input type="checkbox"/> Other
Engineer: (if not listed above) [REDACTED]			
Email of Engineer: [REDACTED]	Phone of Engineer: [REDACTED]		
Architect: (if applicable) NA			
Email of Architect: NA	Phone of Architect: NA		
Property Owner: (if not listed above) NA			
Email of Owner: NA	Phone: NA		
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
Zone:	Assigned Planner:		Receipt #

APPLICANT'S AFFIDAVIT


State of Utah)
City of Herriman)

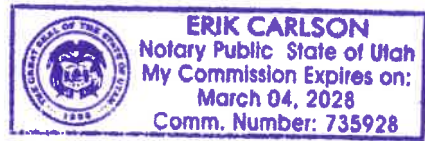
I (we), Brad Knoles, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed 

STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On this 16th of April, in the year 2026, before me ERIK CARLSON, personally appeared BRAD KNOLES, proved to me through satisfactory evidence of identification, which was Driver License, to be the person whose name is signed on the preceding document in my presence.


Notary Signature



*May be owner of record, contract owner, party to valid earnest money agreement, option holder or have other legal control of the property.

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property at _____ Herriman, Utah, do hereby appoint _____ as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize _____ to appear on my (our) behalf before any City Boards considering this application.

Signed _____

STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On this _____ of _____, in the year 20____, before me _____, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

Notary Signature



Conditional Use Checklist		City Use Only	
Applicant Submitted	All information should be submitted electronically to planning@herriman.org	Accepted	N/A Initials
Initial _____	Conditional Use Application, including a description of the proposed use and the appropriate fee		
Initial _____	A statement by the applicant demonstrating how the conditional use permit request meets the approval standards (See attached)		
	Site Plan submittal information (Land Development Code 10-5-12), which includes:		
Site plan showing the following:			
Initial <u>RB</u>	All infrastructure and development facilities related to the project located within two hundred fifty feet (250') of the site boundary		
Initial <u>NA</u>	Layout, dimensions, and names of existing and future road rights-of-way		
Initial <u>RB</u>	Project name, north arrow, and tie to a section monument		
Initial <u>RB</u>	The boundary lines of the project site with bearings and distances		
Initial <u>NA</u>	Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas		
Initial <u>NA</u>	Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment		
Initial <u>NA</u>	Location of man-made features including irrigation facilities, bridges, railroad tracks, and buildings		
Initial <u>NA</u>	A tabulation table, showing total gross acreage, square footage of street rights-of-way, square footage of building footprint, square footage of total building floor area, square footage of landscaping, number of parking spaces, and if any, the number and type of dwellings, and the percentage devoted to each dwelling type and overall dwelling unit density		
Initial <u>NA</u>	Identification of property, if any, not proposed for development		
Grading and drainage plan showing the following:			
Initial <u>NA</u>	North arrow, scale, and site plan underlay		
Initial <u>NA</u>	Topography contours at two foot (2') intervals		
Initial <u>NA</u>	Areas of substantial earth moving with an erosion control plan		
Initial <u>NA</u>	Location of existing water courses, canals, ditches, springs, wells, culverts, and storm drains, and proposed method of dealing with all irrigation and waste water		
Initial <u>NA</u>	Location of any designated FEMA floodplain and/or wetland boundaries;		
Initial <u>NA</u>	Direction of stormwater flows, catch basins, inlets, outlets, waterways, culverts, detention basins, orifice plates, outlets to off-site facilities, and off-site drainage facilities when necessary based on adopted City standards and specifications; and		



Utility plan showing the following:			
Initial <u>RB</u>	North arrow, scale, and site plan underlay		
Initial <u>RB</u>	All existing and proposed utilities including, but not limited to, sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communications lines, cable television lines, and street lights		
Initial <u>NA</u>	Minimum fire flow required by the Building Code for the proposed structures, and fire flow calculations at all hydrant locations		
Initial <u>NA</u>	Location and dimensions of all utility easements		
Initial <u>NA</u>	A letter from each utility provider, other than the City, addressing the feasibility and their requirements to serve the project;		
Initial <u>NA</u>	Landscaping plan, consistent with the requirements of chapter 23 of this title		
Building elevations for all buildings showing the following:			
Initial <u>NA</u>	Accurate front, rear, and side elevations drawn to scale		
Initial <u>NA</u>	Exterior surfacing materials and colors, including roofing material and color		
Initial <u>NA</u>	Outdoor lighting, furnishings, and architectural accents		
Initial <u>NA</u>	Location and dimensions of proposed signs		
Initial <u>NA</u>	Where one or more conditions of unusual soil, vegetation, geology, or slope exist, resulting in increased fire, flood, or erosion hazards, traffic circulation problems, sewage disposal problems, or potential property damage from extensive soil slippage and subsidence, an applicant shall, upon request of the Planning Commission or City Engineer, provide contour and drainage plans, cut and fill specifications, and soil and geologic reports. The required details of such reports and plans may vary depending on the severity of the unusual conditions, but in any event such plans and reports shall be reviewed and approved by the City prior to final approval of a site plan;		
The following documents:			
Initial <u>NA</u>	Any agreements with adjacent property owners regarding development of the site		
Initial <u>NA</u>	Evidence of compliance with applicable Federal, State, and local laws and regulations, if requested by the Planning Commission or Community Development Director		
Initial <u>NA</u>	A traffic impact analysis, if requested by the Planning Commission or City Engineer		
Initial <u>RB</u>	Warranty deed and preliminary title report or other document showing the applicant has control of the property		
Initial <u>RB</u>	Parcel maps from the County Recorder's Office showing the subject property and all property located within four hundred feet (400') thereof.		

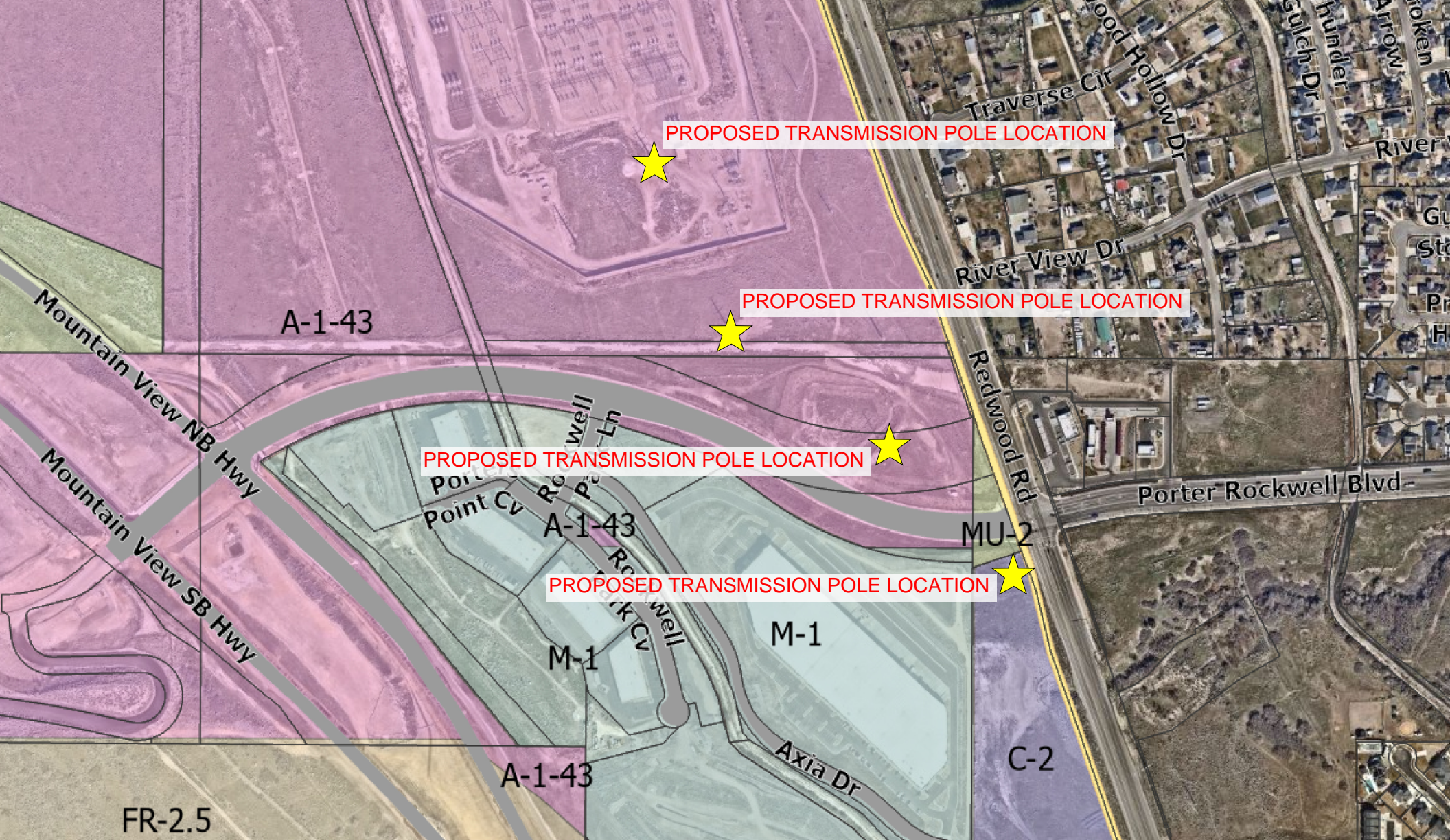


CONDITIONAL USE STANDARDS

Approval Standards: A conditional use permit shall run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. All conditional uses shall meet the following standards:

1. The proposed conditional use shall comply with City, State, and Federal codes as applicable to the site where the conditional use will be located.
2. The proposed conditional use is consistent with the applicable objectives, goals, and policies of the General Plan.
3. The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:
 - a. Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.
 - b. Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City's engineering staff, contracted engineers, and utility service providers.
 - c. Detrimental effects on connectivity and safety for pedestrians and bicyclists.
 - d. Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.
 - e. Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.
 - f. Detrimental effects of modifications to or installation of signs and exterior lighting

- g. that conflict with neighborhood compatibility.
 - g. Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.
 - h. Detrimental effects on the tax base and property values.
 - i. Detrimental effects on the current level of economy in governmental expenditures.
 - j. Detrimental effects on emergency fire service and emergency vehicle access.
 - k. Detrimental effects on usable open space.
 - l. Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.
4. Conditions may be imposed as necessary to conform the proposed conditional use permit to the requirements set forth in subsection E of this section. Such conditions shall be expressly set forth in the approval authorizing the conditional use.



PROPOSED TRANSMISSION POLE LOCATION

PROPOSED TRANSMISSION POLE LOCATION

PROPOSED TRANSMISSION POLE LOCATION

PROPOSED TRANSMISSION POLE LOCATION

A-1-43

A-1-43

MU-2

M-1

M-1

C-2

FR-2.5

Mountain View NB Hwy
Mountain View SB Hwy

Redwood Rd

Porter Rockwell Blvd

Axia Dr

Point Cv
Rockwell Ln
Rockwell Cv

Traverse Cir
River View Dr
Wood Hollow Dr
Thunder Dr
Sulch Dr
Arrow
Broken
River



CAMP WILLIAMS

Scott Hay

Existing line

Rerouted section

Porter Rockwell Blvd

Business Park

D-BAT Herriman

Flip It Gymnastics

Welby-Jacobs Canal

68

Porter Rockwell Blvd

Iron Horse Blvd

Thunder Gulch Dr

Bosen Arrow Dr

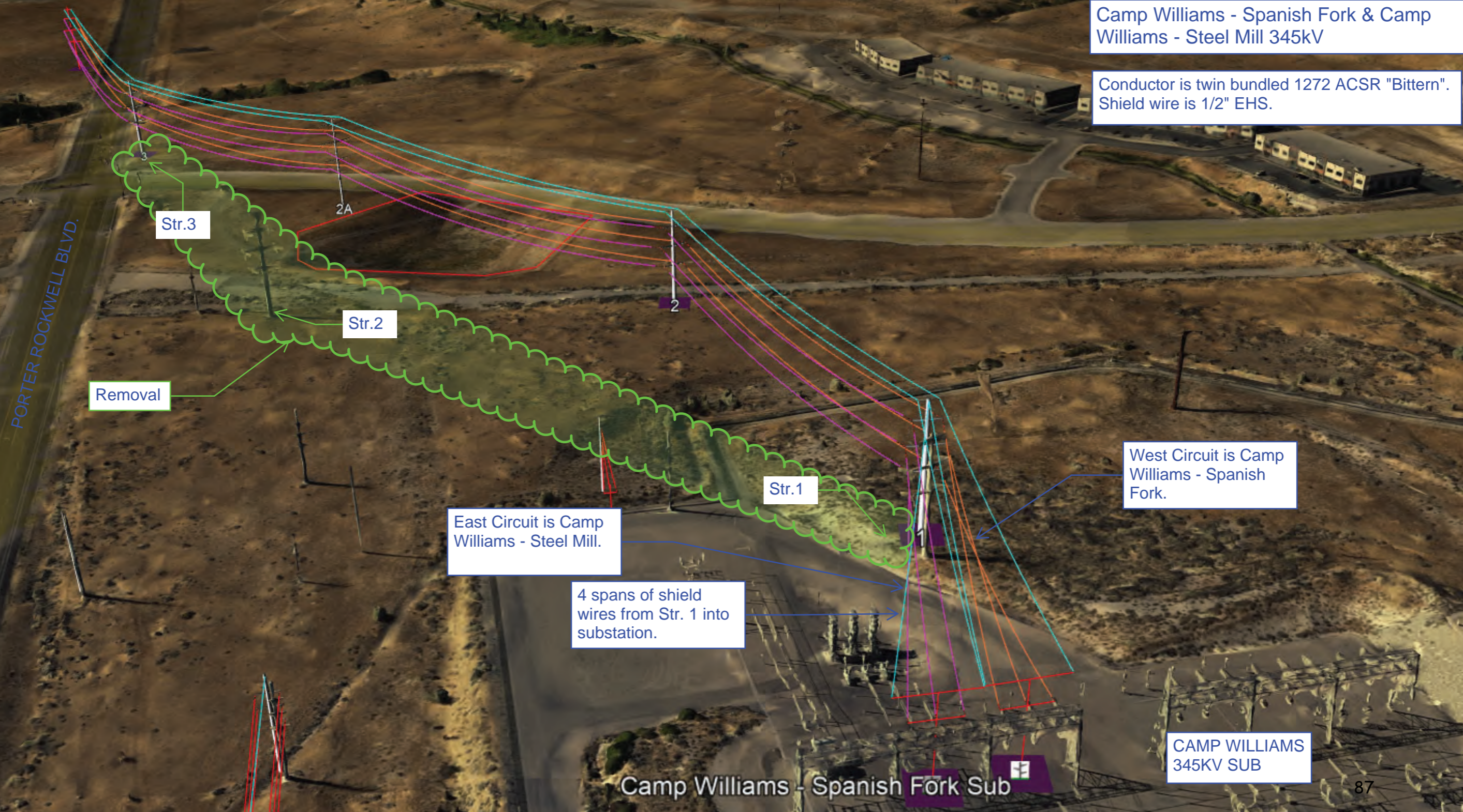
Traverse Ct

River View Dr

Packaddle Dr

Camp Williams - Spanish Fork & Camp Williams - Steel Mill 345kV

Conductor is twin bundled 1272 ACSR "Bittern". Shield wire is 1/2" EHS.



Str.3

Str.2

Removal

Str.1

East Circuit is Camp Williams - Steel Mill.

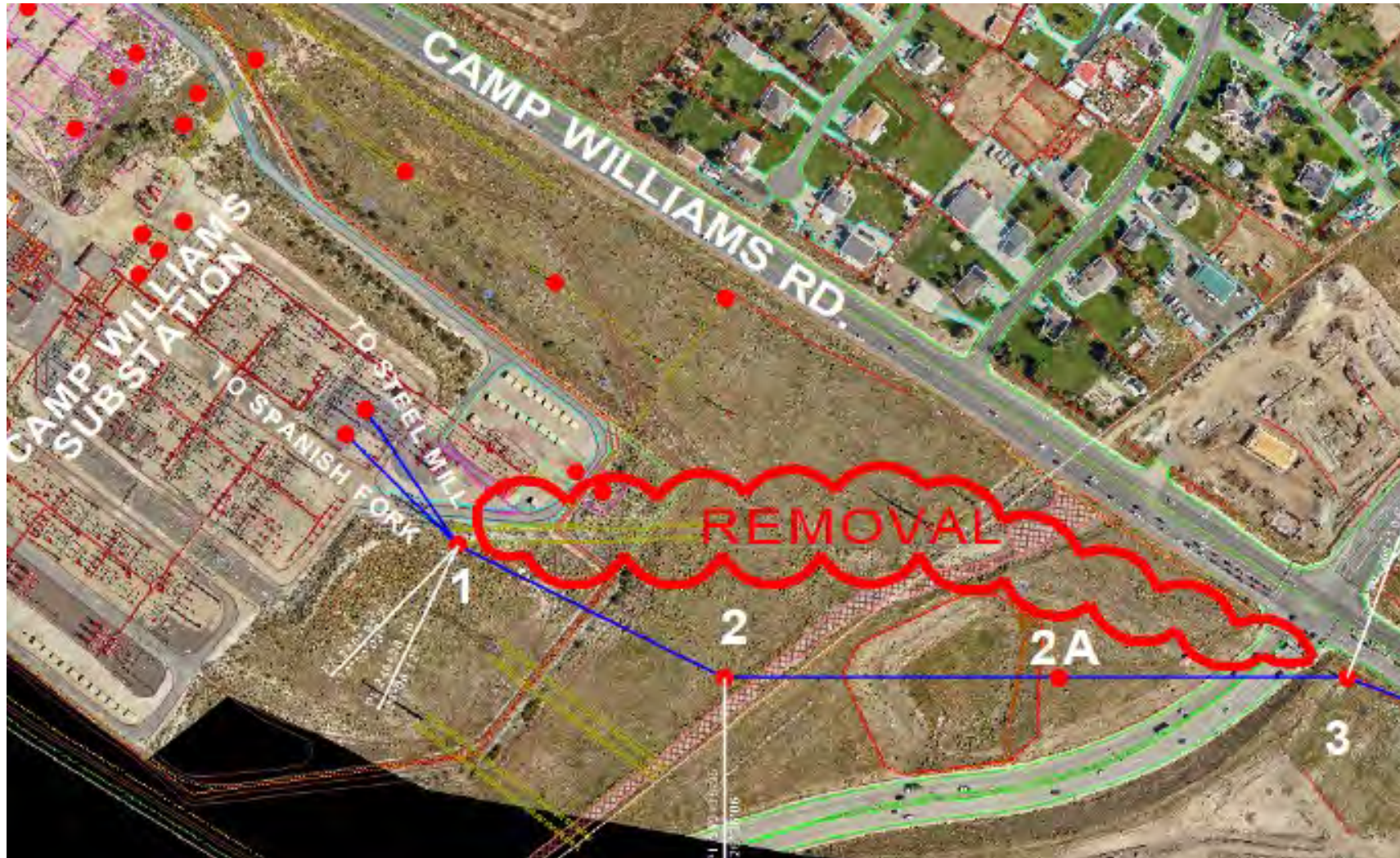
West Circuit is Camp Williams - Spanish Fork.

4 spans of shield wires from Str. 1 into substation.

CAMP WILLIAMS 345KV SUB

Camp Williams - Spanish Fork Sub

PORTER ROCKWELL BLVD.





STAFF REPORT

DATE: May 6, 2026

TO: Planning Commission

FROM: Laurin Hoadley, Planner I

SUBJECT: Conditional Use Permit for a Personal Instruction Service (i.e., a Brazilian Jiu Jitsu Gym) located at 14352 S Via Molvero Way, Suite D, in the MU-2 Mixed Use Zone.
Applicant: Bruno Lopes (authorized agent, business owner)
Acreage: ±10.1 acres (1,987 square feet for lease)
File No: C2026-059

RECOMMENDATION:

Staff findings:

- a. The proposed use complies with the Conditional Use standards.
- b. The proposed use complies with all other zoning ordinance requirements.

Therefore, staff recommends approval of a Conditional Use Permit for a personal instruction service for a Brazilian Jiu Jitsu Gym located at 14352 A Via Molvero Way, Suite D, with the following requirements:

ISSUE BEFORE COMMISSION:

Based on the enclosed findings and recommended conditions, should the Planning Commission approve the proposed Conditional Use?

BACKGROUND & SUMMARY:

The applicant is requesting approval of a conditional use permit (CUP) for a “personal instruction service” (a Brazilian Jiu-Jitsu Gym). The proposal is a tenant finish within a mixed-use building “shell” known as Sorella, which is fully constructed, and has shared parking and cross-access agreements with the Bella Vea Planned Unit Development (PUD).

DISCUSSION:

ENGINEERING REVIEW

Staff Finding: The Engineering Department has reviewed the proposed site plan and has no concerns.

CONDITIONAL USE REVIEW (STANDARDS FROM 10-5-10.E.1):

According to Herriman City Code (HCC) 10-3-6 Land Use Categories Definitions, the proposed business is categorized as the following land use:

Personal instruction service means an establishment primarily engaged in the provision of informational, instructional, personal improvement, and similar services. Typical uses include art and music schools, driving and computer instruction, gymnastics and dance studios, handicraft or hobby instruction, and martial arts training.

Within HCC 10-16 Table of Uses, “Personal instruction service” is a conditional use in the MU-2 Zone, which requires approval by the Planning Commission.

Consistent with the applicable objectives, goals, and policies of the General Plan

Staff Finding: The Future Land Use (FLU) Map in Herriman NEXT (the adopted General Plan for the City) designates the subject property as Neighborhood Residential 2, which is inconsistent with the current zoning classification of MU-2. However, Herriman NEXT also states the following Employment Opportunity Policy:

EMP-3: Employment/Economic Development/Community Amenities

Herriman supports attracting and diversifying the types of businesses and employment opportunities in the City. Herriman recognizes that increasing employment opportunities may offer a more diverse set of jobs to residents, but also attract a daytime population. This daytime population, in conjunction with the resident population, will help to attract and support amenities and services in mixed-use areas and potentially make them feasible sooner. [See also ED-5 and MH-2] (p 22, Herriman NEXT)

Whereas the zoning district regulates current land use, and the General Plan supports diversifying the types of businesses and employment opportunities in the City, and specifically within “mixed-use areas,” staff finds the proposal is consistent with the applicable policies of the General Plan.

The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:

- a) **Detrimental effects of decreased street service levels and/or traffic patterns including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot**

surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.

Staff Finding: Access to the site is provided from Bruin View Drive, which has the capacity to service the proposed uses. The applicant has met all necessary engineering standards. Ingress/egress is provided through two drive approaches from Bruin View Drive that meet engineering standards. The applicant has stated that the class times will stagger to keep traffic impacts and peaks low.

- b) Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City's engineering staff, contracted engineers, and utility service providers.**

Staff Finding: Whereas the proposal does not require increased utility services, the Engineering Department reviewed the plans and deemed the site and proposed plans adequate for utility systems, service delivery, and capacities.

- c) Detrimental effects on connectivity and safety for pedestrians and bicyclists.**

Staff Finding: The approved site plan for Sorella provides safe pedestrian access to and from the building's main entrance on Via Molvero Way, as well as bicycle storage.

- d) Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.**

Staff Finding: The noise, odors, and other environmental impacts associated with the use will be similar to those found on adjacent lots. The proposed site is zoned MU-2 Mixed Use, which is consistent with the surrounding properties. Zoning requirements such as setbacks and landscaping buffers help mitigate nuisances that may occur on the site. Therefore, staff have found that the proposal will have minimal (if any) detrimental effects beyond what is customarily associated with similar uses on surrounding properties.

- e) Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high groundwater, sensitive**

lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.

Staff Finding: Concerns regarding waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, high groundwater, sensitive lands, and environmental health hazards have been addressed by the applicant or are not impacted by the proposal.

- f) Detrimental effects of modifications to or installation of signs and exterior lighting that conflict with neighborhood compatibility.**

Staff Finding: No signs are included in this proposal. All signs will require separate applications and permits. Lighting fixtures shall comply with City standards and be shielded from neighboring properties or residential uses.

- g) Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access, landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.**

Staff Finding: The proposed structure was previously approved and meets all applicable building heights, setbacks, and architectural standards specified in the PUD and City Code.

- h) Detrimental effects on the tax base and property values.**

Staff Finding: The proposal will increase the site's taxable value and (potentially) generate sales tax, benefiting the City. Furthermore, because the proposal will attract patrons to the site, it will also increase the desirability of developing adjacent vacant commercial properties.

- i) Detrimental effects on the current level of economy in governmental expenditures.**

Staff Finding: The City is not providing any economic incentives to the proposed business, and the increased property value will improve City revenues.

- j) Detrimental effects on emergency fire service and emergency vehicle access.**

Staff Finding: The appropriate agencies have reviewed the structure and found no detrimental impacts on the site for emergency and fire services and access.

- k) Detrimental effects on usable open space.**

Staff Finding: The 20% minimum open space requirement for the PUD has been satisfied, and the proposal will not have any detrimental effects on usable open space within or near the project.

- 1) **Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.**

Staff Finding: Whereas the applicant seeks occupancy of a vacant commercial space within a mixed-use development, staff finds that approval of the proposal will have a positive impact on property maintenance and monitoring.

ZONING ORDINANCE REVIEW

Finish Materials:

Staff Finding: The approved structure is located within the Bella Vea and must comply with the design standards specified under the PUD.

Setbacks:

Staff Finding: The proposed buildings meet all setback requirements outlined in the MU-2 Zone.

Parking:

As per City Code 10-24-12, the parking requirements for personal instruction services are as follows:

Land Use	Minimum Standard
Personal instruction service	1 space per 250 square feet of floor area, plus 1 space per employee on highest employment shift

Staff Finding: Whereas the gross leasable area for Suite D is 1,987 square feet, the above ratio would require eight (8) parking spaces for customers and one (1) space per employee on the highest-employment shift (to be determined). Whereas the proposal is located within an existing mixed-use development with shared parking and cross-access agreements, staff finds that sufficient parking will be provided.

In conclusion, staff determined that the applicant's request is consistent with applicable standards and recommends Planning Commission approval, subject to conditions.

ALTERNATIVES:

Action from the Planning Commission may include the following:

Alternatives	Recommendation	Considerations for Alternative	Considerations against Alternative
Approve proposal as submitted	Yes	Approval facilitates commercial growth within the City	Without staff recommendations, the proposal may conflict with City Code
Approve proposal with conditions		Approval with conditions facilitates commercial growth while ensuring compliance with the City Code	Commission may determine that additional conditions are warranted
Postpone proposal (with or without date)		Commission may identify additional issues that warrant further research and review. A motion to postpone should identify what additional information is required	Staff has not identified any issues that warrant postponement
Deny proposal		Commission may deny the proposal if a motion is based on the applicable standards	Staff has not identified any findings that warrant denial

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Floor Plan

Attachment A



Conditional Use Application

PROPERTY INFORMATION			
Property Address: 14352 S Via Molvero Way Herriman, UT, 84096			
Parcel Numbers: Suite D			
Acres:	Proposed building square footage:		
Request: Conditional Use for a Brazillion Jiu Jitsu Gym in an existing commercial space.			
APPLICANT INFORMATION			
Name of Applicant: Bruno Lopes			
Address of Applicant: [REDACTED]			
Email of Applicant: [REDACTED]	Phone: [REDACTED]		
Applicants Affiliation with the Subject Property:			
<input type="checkbox"/> Owner	<input type="checkbox"/> Engineer	<input type="checkbox"/> Architect	<input checked="" type="checkbox"/> Other
Engineer: (if not listed above)			
Email of Engineer:	Phone of Engineer:		
Architect: (if applicable)			
Email of Architect	Phone of Architect:		
Property Owner: (if not listed above) Millburn & Company			
Email of Owner: [REDACTED]	Phone: [REDACTED]		
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
Zone:	Assigned Planner:		Receipt #



Conditional Use Checklist			City Use Only	
Applicant Submitted	All information should be submitted electronically to planning@herriman.org		Accepted	N/A Initials
Initial <u>HW</u>	Conditional Use Application, including a description of the proposed use and the appropriate fee			
Initial <u>WD</u>	A statement by the applicant demonstrating how the conditional use permit request meets the approval standards (See attached)			
	Site Plan submittal information (Land Development Code 10-5-12), which includes:			
Site plan showing the following:				
Initial _____	All infrastructure and development facilities related to the project located within two hundred fifty feet (250') of the site boundary			
Initial _____	Layout, dimensions, and names of existing and future road rights-of-way			
Initial _____	Project name, north arrow, and tie to a section monument			
Initial _____	The boundary lines of the project site with bearings and distances			
Initial _____	Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas			
Initial _____	Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment			
Initial _____	Location of man-made features including irrigation facilities, bridges, railroad tracks, and buildings			
Initial _____	A tabulation table, showing total gross acreage, square footage of street rights-of-way, square footage of building footprint, square footage of total building floor area, square footage of landscaping, number of parking spaces, and if any, the number and type of dwellings, and the percentage devoted to each dwelling type and overall dwelling unit density			
Initial _____	Identification of property, if any, not proposed for development			
Grading and drainage plan showing the following:				
Initial _____	North arrow, scale, and site plan underlay			
Initial _____	Topography contours at two foot (2') intervals			
Initial _____	Areas of substantial earth moving with an erosion control plan			
Initial _____	Location of existing water courses, canals, ditches, springs, wells, culverts, and storm drains, and proposed method of dealing with all irrigation and waste water			
Initial _____	Location of any designated FEMA floodplain and/or wetland boundaries;			
Initial _____	Direction of stormwater flows, catch basins, inlets, outlets, waterways, culverts, detention basins, orifice plates, outlets to off-site facilities, and off-site drainage facilities when necessary based on adopted City standards and specifications; and			



Utility plan showing the following:				
Initial_____	North arrow, scale, and site plan underlay			
Initial_____	All existing and proposed utilities including, but not limited to, sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communications lines, cable television lines, and street lights			
Initial_____	Minimum fire flow required by the Building Code for the proposed structures, and fire flow calculations at all hydrant locations			
Initial_____	Location and dimensions of all utility easements			
Initial_____	A letter from each utility provider, other than the City, addressing the feasibility and their requirements to serve the project;			
Initial_____	Landscaping plan, consistent with the requirements of chapter 23 of this title			
Building elevations for all buildings showing the following:				
Initial_____	Accurate front, rear, and side elevations drawn to scale			
Initial_____	Exterior surfacing materials and colors, including roofing material and color			
Initial_____	Outdoor lighting, furnishings, and architectural accents			
Initial_____	Location and dimensions of proposed signs			
Initial_____	Where one or more conditions of unusual soil, vegetation, geology, or slope exist, resulting in increased fire, flood, or erosion hazards, traffic circulation problems, sewage disposal problems, or potential property damage from extensive soil slippage and subsidence, an applicant shall, upon request of the Planning Commission or City Engineer, provide contour and drainage plans, cut and fill specifications, and soil and geologic reports. The required details of such reports and plans may vary depending on the severity of the unusual conditions, but in any event such plans and reports shall be reviewed and approved by the City prior to final approval of a site plan;			
The following documents:				
Initial_____	Any agreements with adjacent property owners regarding development of the site			
Initial_____	Evidence of compliance with applicable Federal, State, and local laws and regulations, if requested by the Planning Commission or Community Development Director			
Initial_____	A traffic impact analysis, if requested by the Planning Commission or City Engineer			
Initial_____	Warranty deed and preliminary title report or other document showing the applicant has control of the property			
Initial_____	Parcel maps from the County Recorder's Office showing the subject property and all property located within four hundred feet (400') thereof.			

APPLICANT'S AFFIDAVIT

State of Utah)
City of Herriman)

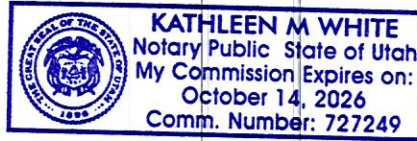
I (we), Bruno Lopez, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed [Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 27 of April, in the year 2026, before me Kathleen White, personally appeared Bruno Lopez, proved to me through satisfactory evidence of identification, which was UT DL, to be the person whose name is signed on the preceding document in my presence.

[Signature]
Notary Signature



*May be owner of record, contract owner, party to valid earnest money agreement, option holder or have other legal control of the property.

AGENT AUTHORIZATION

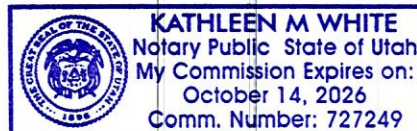
I (we), KORI DESIMONE, the owner(s) of the real property at 14352 S. Via Holvero way s.d. Herriman, Utah, do hereby appoint Bruno Lopez as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Bruno Lopez to appear on my (our) behalf before any City Boards considering this application.

Signed [Signature]

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 27 of April, in the year 2026, before me Kathleen White, personally appeared Kori Desimone, proved to me through satisfactory evidence of identification, which was UT DL, to be the person whose name is signed on the preceding document in my presence.

[Signature]
Notary Signature



CONDITIONAL USE STANDARDS

This request is for a Conditional Use Permit to allow the conversion of an existing vacant tenant improvement retail space into a Brazilian Jiu Jitsu (BJJ) training facility. The use is low-impact in nature and will operate within a developed property without significant exterior or structural modifications.

Approval Standards: A conditional use permit shall run with the land and may require the applicant to record documents to that effect. The Planning Commission and staff, in their review capacity, may impose site plan modifications and conditions to mitigate the reasonably anticipated detrimental effects of a conditional use. All conditional uses shall meet the following standards:

1. The proposed conditional use shall comply with City, State, and Federal codes as applicable to the site where the conditional use will be located.

The proposed conditional use will comply with all applicable City, State, and Federal codes. The applicant is actively coordinating with Herriman City to ensure all building, fire, life safety, and accessibility requirements are met as part of the permitting process. Any required inspections and approvals will be obtained prior to occupancy.

2. The proposed conditional use is consistent with the applicable objectives, goals, and policies of the General Plan.

The proposed use is consistent with the objectives, goals, and policies of the General Plan. The operation of a BJJ training facility aligns with commercial and community-serving uses by promoting health, wellness, and recreational opportunities.

3. The proposed conditional use and associated plans include substantial mitigation of reasonably anticipated detrimental effects arising from the conditional use, including, but not limited to:

a. Detrimental effects of decreased street service levels and/or traffic patterns

including the need for street modifications such as dedicated turn lanes, traffic control devices, safety, street widening, curb, gutter and sidewalks, location of ingress/egress, lot surfacing and design of off-street parking and circulation, loading docks, as well as compliance with off-street parking standards, including other reasonable mitigation as determined by a qualified traffic engineer.

The proposed use is expected to generate manageable traffic levels typical of a small-scale fitness facility. Class schedules will stagger attendance, minimizing peak traffic impacts. The site provides adequate existing parking to accommodate users without negatively affecting adjacent businesses or public streets. No modifications to existing access, circulation, or roadway infrastructure are needed or anticipated.

b. Detrimental effects on the adequacy of utility systems, service delivery, and capacities, including the need for such items as relocating, upgrading, providing additional capacity, or preserving existing systems, including other reasonable mitigation as determined by the City's engineering staff, contracted engineers, and utility service providers.

The existing utility infrastructure is sufficient to serve the proposed use. The BJJ facility does not require significant water, sewer, or power demand beyond that of a typical commercial tenant space. No upgrades of utilities are needed or anticipated.

c. Detrimental effects on connectivity and safety for pedestrians and bicyclists.

The site includes established pedestrian pathways and access points. The proposed use will not negatively impact pedestrian or bicycle circulation. Standard safety measures will remain in place to ensure safe access for all patrons.

d. Detrimental effects by the use due to its nature including (1) noise that exceeds sound levels normally found within the neighborhood or surrounding zone, (2) odors beyond what is normally considered acceptable within the neighborhood or

surrounding zone, and (3) environmental impacts such as dust, fumes, smoke, odor, noise, vibrations, chemicals, toxins, pathogens, gases, heat, light, electromagnetic disturbances, and radiation. Detrimental effects by the use may also include hours of operation and the potential to create an attractive nuisance.

The BJJ facility is an indoor, low-intensity recreational use. Noise levels will remain consistent with typical indoor commercial activities and are not expected to exceed acceptable standards for the surrounding area. The use does not generate odors, fumes, or environmental pollutants. Hours of operation will remain within permitted business hours and will not create disturbances to neighboring tenants or residents.

e. Detrimental effects that increase the risk of contamination of or damage to adjacent properties and injury or sickness to people arising from, but not limited to, waste disposal, fire safety, geologic hazards, soil or slope conditions, liquefaction potential, site grading/topography, storm drainage/flood control, high ground water, sensitive lands, environmental health hazards, or wetlands, as determined by City Engineer, City geologist and other qualified specialists.

The proposed use does not involve hazardous materials or processes and will not increase the risk of contamination, fire hazards, or environmental damage. All applicable fire and life safety codes will be met. The use is consistent with existing site conditions and does not introduce geologic or drainage concerns.

f. Detrimental effects of modifications to or installation of signs and exterior lighting that conflict with neighborhood compatibility.

No changes to existing exterior lighting are proposed. Any future signage, if ever needed, will comply with City sign regulations and will be designed to be compatible with the surrounding development.

g. Detrimental effects arising from incompatible designs in terms of use, scale, intensity, height, mass, setbacks, character, construction, solar access,

landscaping, fencing, screening, and architectural design and exterior detailing/finishes and colors within the neighborhood in which the conditional use will be located.

No exterior modifications are proposed. The use is fully contained within the existing building footprint and is compatible in scale, intensity, and character with surrounding commercial uses.

h. Detrimental effects on the tax base and property values.

The proposed use is expected to have a neutral to positive impact on the surrounding area by activating a currently vacant tenant space, contributing to economic activity, and enhancing the desirability of the commercial center.

i. Detrimental effects on the current level of economy in governmental expenditures.

The proposed use will not create additional demand for public services beyond what is typical for commercial uses in the area and is not expected to negatively impact governmental expenditures.

j. Detrimental effects on emergency fire service and emergency vehicle access.

Emergency vehicle access will remain unchanged and fully compliant with fire and safety requirements. The use will not impede access or reduce emergency response capabilities.

k. Detrimental effects on usable open space.

The proposed use is located within an existing building and will not impact or reduce usable open space.

l. Inadequate maintenance of the property and structures in perpetuity including performance measures, compliance reviews, and monitoring.

The property is professionally managed, with on-site management regularly monitoring conditions. The tenant and property management will ensure that the space is maintained in compliance with all applicable codes and standards on an ongoing basis.

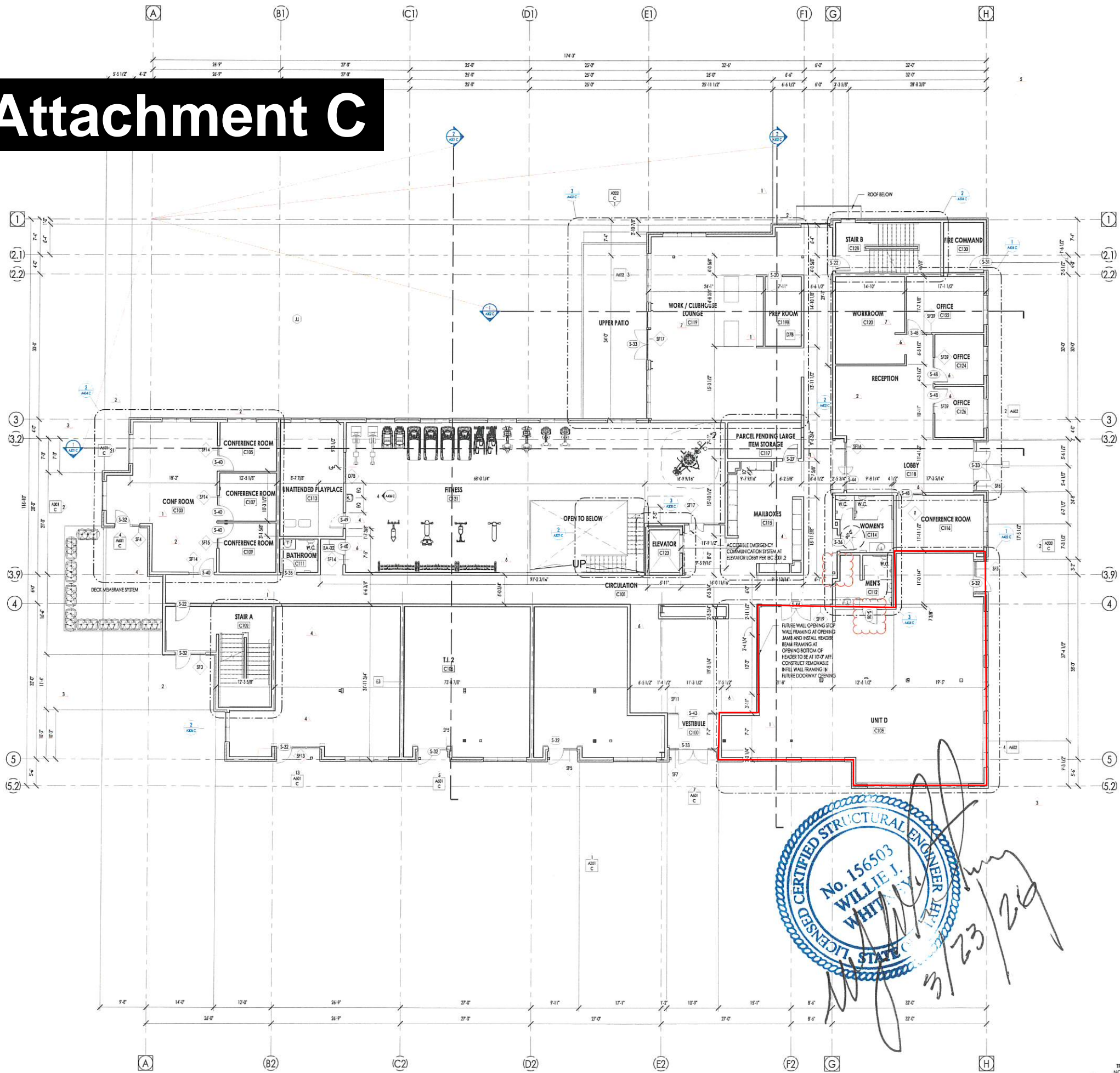
4. Conditions may be imposed as necessary to conform the proposed conditional use permit to the requirements set forth in subsection E of this section. Such conditions shall be expressly set forth in the approval authorizing the conditional use.

The applicant acknowledges that the Planning Commission and City staff may impose reasonable conditions to ensure compliance with applicable standards. The applicant agrees to comply with all conditions of approval.

Attachment B



Attachment C



FLOOR PLAN LEGEND			
HATCH PATTERN	DESCRIPTION	HATCH PATTERN	DESCRIPTION
[Hatch Pattern]	POURED IN PLACE CONCRETE WALL	[Hatch Pattern]	CARPET FINISH
[Hatch Pattern]	WOOD STUD WALL	[Hatch Pattern]	LVT FINISH
[Hatch Pattern]		[Hatch Pattern]	EXTERIOR CONCRETE SLAB

- FLOOR PLAN GENERAL NOTES**
1. ALL DIMENSIONS ARE TO INTERIOR FACE OF STUD (P.O.S.) UNLESS NOTED OTHERWISE.
 2. CEILING HEIGHTS MEASURED FROM FLYWOOD OR CONCRETE - SEE SECTIONS.
 3. REFER TO BALANCED PLANS FOR ALL UNIT DIMENSIONS, WINDOW TYPES, DOORS AND WALLS.
 4. REFER TO BALANCED PLANS FOR ALL DECK/PATIO'S.
 5. COORDINATE WITH ALL ENLARGED PLANS FOR ADDITIONAL INFORMATION AND DETAILS.
 6. ALL TOPPING SLABS MUST BE POURED AFTER ROOF IS COMPLETE AND BUILDING IS DRIED IN.
 7. SEE SHEET C003 FOR PROJECT GENERAL NOTES AND SHEET C003 FOR PROJECT KEYNOTES. REVIEW ALL NOTES PRIOR TO CONSTRUCTION.
 8. COORDINATE WITH STRUCTURAL FRAMING PLANS AND SHEAR WALL PLANS FOR LOCATIONS OF COLUMNS, BEAMS, SHEAR WALLS, ETC.
 9. COORDINATE WITH BUILDER/OWNER FOR ALL INTERIOR FINISHES.
 10. COORDINATE WITH ELECTRICAL DRAWINGS FOR ALL LIGHTING, POWER AND DATA REQUIREMENTS.
 11. ALL EXTERIOR WALLS ARE ASSUMED TO BE 2X4 STUD WALLS UNLESS SHOWN/NOTED OTHERWISE.
 12. ALL INTERIOR WALLS ARE ASSUMED TO BE 2X4 STUD WALLS UNLESS SHOWN/NOTED OTHERWISE.
 13. ALL ROOF TRUSSES TO HAVE RAISED ENERGY HEEL CONSTRUCTION TO ALLOW FOR FULL DEPTH INSULATION OVER EXTERIOR WALLS (COORDINATE INSULATION REQUIREMENTS WITH COMCHECKS).
 14. SEE UNIT LABEL FOR ADA TYPE A INDICATOR. ALL DWELLING UNITS OTHER THAN TYPE A ARE TYPE B.

FLOOR PLAN KEYNOTES

3119 FUTURE WALL OPENING STOP WALL FRAMING AT OPENING JAMB AND INSTALL HEADER BEAM FRAMING AT OPENING BOTTOM OF HEADER TO BE AT 10'-0" AFF. CONSTRUCT REMOVABLE INTERIOR WALL FRAMING IN FUTURE DOORWAY OPENING.

KEY PLAN

PROJECT NO. 19121
DATE: 04 NOV 2022
REVISIONS:

1	2021/01/04	ARCH ADD 1
2	2021/4/15	CITY PERMIT
3	2021/06/23	RFI - 49
4	2021/07/09	CITY REVIEW 1
5	2021/09/27	ASI 01
6	2021/10/27	RFI 075
7	2022/06/28	RFI 219

BLDG - C
SHEET TITLE: BUILDING C - LEVEL 1 FLOOR PLAN
SHEET NUMBER: A101 C 105



777 So. Highpoint Parkway, Suite 300
 Sandy, Utah 84094
 ph: 801.269.0535
 fax: 801.269.1425
 www.thinkarc.com

The design shown and described herein including all technical drawings, graphic representation & model render, are proprietary & cannot be copied, replicated, or commercially exploited in whole or in part without the prior written consent from THINK Architecture, Inc. These drawings are suitable for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only in accordance with this notice.

SORELLA (BELLA VEA) - STACK FLATS
 4104 W. MINER VIEW LN.
 HERRIMAN, UTAH 84096

PROJECT NO. 19121
DATE: 04 NOV 2022
REVISIONS:

1	2021/01/04	ARCH ADD 1
2	2021/4/15	CITY PERMIT
3	2021/06/23	RFI - 49
4	2021/07/09	CITY REVIEW 1
5	2021/09/27	ASI 01
6	2021/10/27	RFI 075
7	2022/06/28	RFI 219

BLDG - C
SHEET TITLE: BUILDING C - LEVEL 1 FLOOR PLAN
SHEET NUMBER: A101 C 105

STATE OF UTAH LICENSED STRUCTURAL ENGINEER
 No. 156503
 WILLIE J. WHITNEY
 3/23/24



BUILDING C LEVEL 1
 1/8" = 1'-0"



GENERAL NOTES

- THE DETAILS HERE ARE A SUMMARY DESCRIPTION OF THE ASSEMBLIES SHOWN. FIRE AND SOUND RATED ASSEMBLIES ARE REQUIRED TO MEET THE FULL TESTING SPECIFICATIONS AS GIVEN BY THE TESTING AGENCY AS INDICATED BY THE TEST NUMBER PROVIDED.
- THE SPECIFICATIONS INCLUDE A COPY OF ALL NOTED ASSEMBLIES. THE CONTRACTOR IS REQUIRED TO INSTALL ALL PRODUCTS IN COMPLIANCE WITH THE ASSEMBLY REQUIREMENTS AND SHALL HAVE A COPY OF THE FULL ASSEMBLY ON SITE.

ACOUSTIC TREATMENTS IN PARTYWALLS AND FLOOR / CEILING ASSEMBLIES

SOUND ATTENUATION

WALL AREAS MUST BE KEPT FREE OF GAPS OR VOIDS IN INSULATING MATERIAL.

FLANNING PATHS THROUGH WHICH SOUND CAN TRAVEL MUST BE ELIMINATED.

SYSTEMS MUST BE AIR TIGHT. PERIMETERS OF GYPSUM BOARD FACE LAYER, OUTSIDE EDGES OF ALL MEMBRANE CURTAINS, AND ALL PENETRATIONS MUST BE FULLY CAULKED. IN ADDITION, OPENINGS FOR FIXTURES AND OUTLETS MUST BE CUT TO THE PROPER SIZE AND SEALED.

GYPSUM BOARD WALL SYSTEMS MUST BE CONSTRUCTED IN ACCORDANCE WITH THE ORIGINAL SOUND TEST IF THEY ARE TO COMPLY WITH SOUND TRANSMISSION REQUIREMENTS. ANY DEVIATION FROM THE REQUIREMENTS OF THE TEST REPORT, INCLUDING THE ADOPTION OF ADDITIONAL COMPONENTS, MAY RESULT IN UNACCEPTABLE SYSTEM PERFORMANCE.

SUPPLY LINES

- ALL HOT AND COLD WATER PIPES MUST BE ISOLATED FROM THE BUILDING FRAME BY 1/4" THICK COLLARS OF FIBERGLASS OR EQUIVALENT SOFT MATERIAL. PLASTIC ISOLATORS ARE NOT PERMITTED.
- THE CAVITY AROUND THE PIPES SHALL BE FILLED WITH OPEN-FACED FIBERGLASS (OR MINERAL WOOL) OR SPARTAN WITH ADHESIVE CELLULOSE PRODUCT (EG. CELLAR, HERMACON, ETC.).
- WATER PRESSURE SHALL BE CONTROLLED PER PLUMBING DRAWINGS.
- WATER VELOCITY SHALL NOT EXCEED 4 FEET/SECOND. IF SINGLE LAYER FAUCET SYSTEMS ARE USED, HOWEVER, THE CODE ALLOWED 15 FEET/SECOND WHICH IS ACCEPTED IF NO SINGLE FAUCET SYSTEMS ARE USED.
- SHOWER HEAD WATER FLOW RESTRICTIONS MUST BE USED TO LIMIT THE FLOW FOR LESS THAN 3 GALLONS PER MINUTE.

WASTE LINES

- WASTE LINES SHALL NOT RIGIDLY CONNECT TO ANY PART OF THE WOOD STRUCTURE.
- OPENINGS IN THE GYPSUM WALL BOARD AROUND A RIGID FEED LINE SHALL BE CUT OVERSIZED TO ACCOMMODATE A HEAD OR CHAIRING AROUND THE FEED LINE. THEREBY ISOLATING THE PIPE FROM THE WALL. CAULKING WILL BE FIRE RATED.
- PACK THE CAVITY VOID BELOW TUBS AND SHOWERS WITH FIBERGLASS OR SPARTAN ON MATERIAL AND BLOCK THE BOTTOM OF THE TUB.
- FOR THE FLOOR-CEILING ASSEMBLIES AND WASTE LINE PENETRATIONS OF NON-COMMON WALLS, WASTE LINE ABOVE THE SLAB SHALL BE FULLY INSULATED. THE ELBOW BELOW THE STOOK WASTE OUTLET SHALL BE PROTECTED FROM BLOWN BLOCKS WITH CARPET PADDING OR A FELT MATERIAL. THE ENTIRE SPACE AROUND THE BLOW MUST BE FILLED WITH FIBERGLASS MATERIAL.
- PRIOR TO SETTING THE WALL PLATE AT THE CONCRETE SLAB INTO POSITION - THREE (3) CONTINUOUS BEADS OF SEALANT SHALL BE LAID TO PROVIDE A NON-HARDENING SEAL BETWEEN THE FLOORING AND THE PLATE. ALTERNATE APPROACH: SEAL BY ENVIRO-SEAL 800341-462.
- USE LOWERTS NO. 10 ACOUSTICAL TAPE, U.S.G. ACOUSTICAL SEALANT.
- CAULK ALL ELECTRICAL OUTLET BOXES IN THE PARTYWALL SO THAT THE BOXES ARE AIR TIGHT.
- USE LOWERTS NO. 10 ACOUSTICAL SEALANT PAZE, U.S.G. ACOUSTICAL SEALANT.
- OUTLET BOXES IN RATED ASSEMBLIES WILL BE STEEL OR RATED PLASTIC BOX PER IBC 712 AND 717.
- FIRE BLOCKING WILL OCCUR AT 12" O.C. MAXIMUM, HORIZONTALLY AND VERTICALLY. PER 2015 IBC, SECTION 717.
- ALL PENETRATIONS TO BE SEALED W/ ACOUSTICAL CALLING AN OR FIBER PADDING TO MAINTAIN REQUIRED SOUND RATING.
- NO RIGID CONNECTION SHALL BE MADE BETWEEN CEILING GYPSUM BOARD AND FLOOR JOIST.
- PLUMBING CONDUCTOR OR DUCTWORK SHALL BE HUNG FROM FLOOR JOIST W/ RESILIENT HANGERS AND SHALL NOT BE CONNECTED DIRECTLY TO THE CEILING IN ANY MANNER.
- THE PERIMETER OF HARD SURFACED AREAS AND THEIR SETTING BEDS WILL BE ISOLATED FROM WALLS W/ FIBERGLASS OR NEOPRENE GASKET AND CAULK. THE BASEBOARD SHALL COVER GAPS BUT WILL NOT TOUCH HARD SURFACE.
- INTERIOR WALL AND CEILING FINISHES SHALL COMPLY WITH MAXIMUM FLAME SPREAD OF 2015 IBC, SECTION 803.

EXTERIOR SHALL BE 1 HR FIRE RATED AND CONSTRUCTED IN ACCORDANCE WITH IBC SECTION 705

CORRIDOR WALL, INTERIOR BEARING, WALL SEPARATING DWELLING UNITS WALL SHALL BE CONSTRUCTED AS FIRE PARTITION IN ACCORDANCE WITH IBC SECTION 708

WALL SEPARATING OCCUPANCY SHALL BE CONSTRUCTED AS FIRE BARRIER IN ACCORDANCE WITH IBC SECTION 707

STAIR & ELEVATOR WALL SHALL BE CONSTRUCTED AS SHIRT ENCLOSURES IN ACCORDANCE WITH SECTION 713. AND SHALL HAVE CONTINUITY IN ACCORDANCE WITH SECTION 707.5 FOR FIRE BARRIER.

SEE SHEET G300 & G301 FOR FIRE PENETRATION DETAILS

THE DETAILS HERE ARE SUMMARY DESCRIPTIONS OF THE ASSEMBLIES SHOWN. FIRE AND SOUND RATED ASSEMBLIES ARE REQUIRED TO MEET THE FULL TESTING SPECIFICATIONS AS GIVEN BY THE TESTING AGENCY AS INDICATED BY THE TEST NUMBER PROVIDED.

WALL TYPE COLOR LEGEND

CONCRETE A1, A2	EXTERIOR WOOD D5A, D5B, D5C, D5D
INTERIOR WOOD 24" * D1A, D3A, D4A, D7A, D7C, D7D	UNIT CORRIDOR, 1-HR FIRE PARTITION D1D, D3, D5A
INTERIOR WOOD 24" * D2A, D2B, D1, D7A	1-HR FIRE BARRIER D1, D1A, D1C, D2, D4, D4A, D4C, D7E
2-HR FIRE BARRIER D4, D5A, D6, D5A, E2, E3, E5A	UNIT PARTY WALL, 1-HR FIRE PARTITION 24" E1, E1A, E1B

* SEE STRUCTURAL DRAWINGS FOR BEARING WALL LOCATIONS. STRUCTURAL BEARING WALL SHALL BE 1-HOUR RATED.

KEY PLAN



pk Think
Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management

7727 So. Highpoint Parkway, Suite 300
Sandys, Utah 84074
ph: 801.268.8005
fax: 801.268.1455
www.thinkpk.com

The designs shown and described herein including all technical drawings, graphic representations & models thereof, are proprietary & shall not be copied, replicated, or otherwise disseminated without the prior written permission from Think Architecture, Inc. These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only in accordance with the standards.



SORELLA (BELLA VEA) - STACK FLATS

4104 W. MINER VIEW LN.
HERRIMAN, UTAH 84096

PROJECT NO. 19121
DATE: 04 NOV 2022

REVISIONS:
1 2021/01/04 ARCH ADD 1
2 2021/07/09 CITY REVIEW 1
3 2021/11/8 RFI 97

BLDG - C
SHEET TITLE:
BUILDING C LEVEL 1
WALL TYPE PLAN

SHEET NUMBER:
G301 106

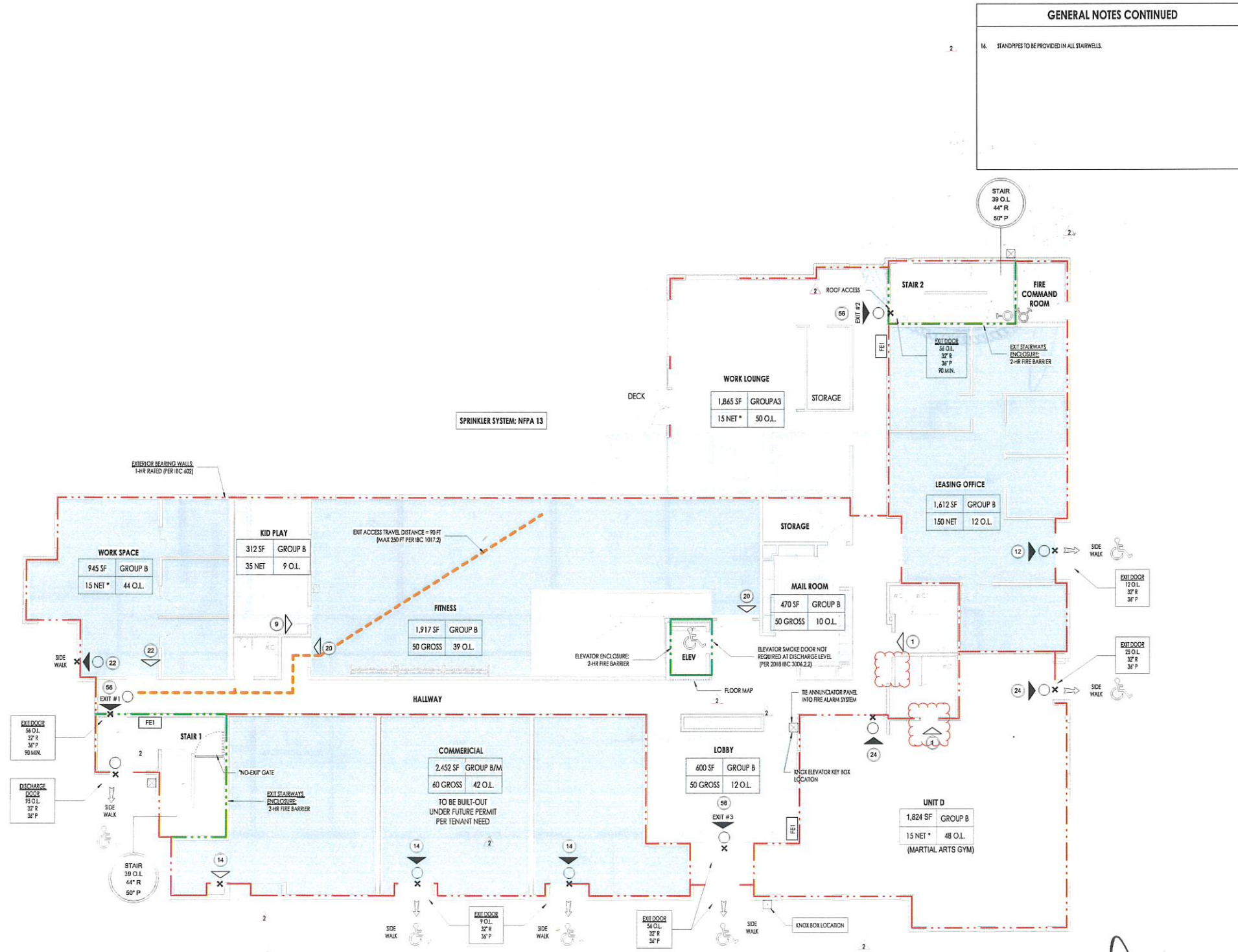
Plot Date: 11/17/2022 8:15:03 PM

BUILDING C - LEVEL 1 WALL TYPE PLAN
1/8" = 1'-0"

1
G301 C

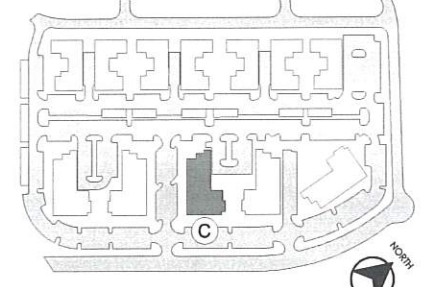
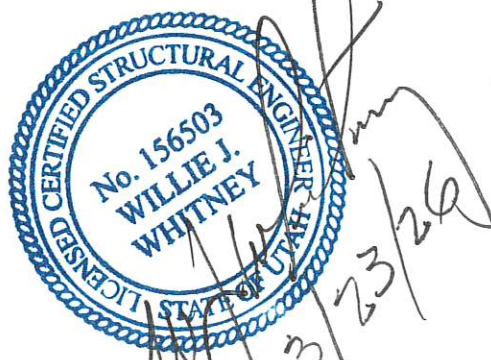


FILED: 11/17/2022 5:14:03 PM



NOTE:
* UNCONCENTRATED (TABLES & CHAIRS). O.L. BASED ON FURNITURE LAYOUT & SEAT COUNTS

- GENERAL NOTES**
- SEE G002A FOR COMPLETE WRITTEN CODE ANALYSIS & REVIEW - ALL AREAS SHOWN HERE ARE REFERENCED WITHIN CODE ANALYSIS.
- BUILDING IS FULLY SPRINKLED AS PER NFPA 13 AND CAN THEREFORE BE USED FOR BUILDING AREA INCREASE.
 - SEE CODE ANALYSIS PLANS FOR THE LOCATION OF FIRE EXTINGUISHERS (FE-1).
 - REFER TO PARTITION AND ASSEMBLY SCHEDULE ON WALL TYPES AND FINISH PLANS.
 - PROVIDE TEMPORARY FIRE PROTECTION DURING CONSTRUCTION AS PER REQUIREMENTS OF THE INTERNATIONAL FIRE CODE.
 - 2018 IBC SEISMIC DESIGN CATEGORY D - SEE STRUCTURAL DRAWINGS.
 - THE ROOFING ON THIS BUILDING IS REQUIRED TO HAVE A CLASS B FLAME SPREAD INDEX.
 - WALL AND CEILING FINISHES ARE REQUIRED TO HAVE A CLASS B FLAME SPREAD INDEX.
 - CONCEALED INSULATING MATERIALS MUST HAVE A FLAME SPREAD RATING OF NO MORE THAN 25 AND A SMOKE DEVELOPED INDEX OF NOT MORE THAN 450. SEE IBC 2018 SECTION 720.2.
 - REFER TO ELECTRICAL DRAWINGS FOR EMERGENCY EXIT SIGNS AND LIGHTS.
 - REFER TO SITE PLAN FOR SIDE WALK TO PUBLIC WAY. REFER TO CIVIL DWGS FOR SITE ACCESSIBILITY.
 - PLACE BOX 5'-0" ABOVE ADJACENT GRADE. COORDINATE W/ UNIFIED FIRE STANDARD REQUIREMENTS FOR KNOX BOX.
 - COORDINATE PLACEMENT OF ACCESS KEYS PER UNIFIED FIRE DEPARTMENT REQUIREMENT.
 - ROOMS CONTAINING CONTROLS FOR ELECTRICAL, MECHANICAL, ELEVATOR CONTROLS AND OTHER SYSTEMS MUST BE IDENTIFIED FOR USE OF THE FIRE DEPARTMENT PER IBC 2018 503.
 - ROOMS CONTAINING CONTROLS FOR FIRE SPRINKLER RISERS AND VALVES OR OTHER FIRE DETECTION, SUPPRESSION OR CONTROL ELEMENTS MUST BE IDENTIFIED FOR USE OF THE FIRE DEPARTMENT PER IBC 2018 508.1.
 - CONTRACTOR TO PROCURE AND INSTALL LOCKING PLUGS AT ALL FDC - KNOX FIRE DEPARTMENT CONNECTION ON BUILDING. COMPLIANT LOCKING PLUGS CAN BE ORDERED AT WWW.KNOXBOX.COM.



BUILDING C - LEVEL 1 - CODE ANALYSIS
1/8" = 1'-0"

TRUE NORTH
KEY PLAN
N15



Think
Architecture
Interior Design
Landscape Architecture
Land Planning
Construction Management

7727 So. Highpoint Parkway, Suite 300
Sandy, Utah 84074
ph: 801.269.0055
fax: 801.269.1425
www.thinkarc.com

The designs shown and described herein, including all technical drawings, graphic representation & models thereof, are proprietary & confidential in nature and shall remain the property of Think Architecture, Inc. These drawings are provided for review and evaluation by clients, consultants, contractors, government agencies, vendors, and other personnel only in accordance with this notice.



SORELLA (BELLA VEA) - STACK FLATS

4104 W. MINNER VIEW LN.
HERRIMAN, UTAH 84096

PROJECT NO. 19121
DATE: 04 NOV 2022

- REVISIONS:
- 2021/01/04 ARCH ADD 1
 - 2021/07/09 CITY REVIEW 1

BLDG - C
SHEET TITLE
CODE ANALYSIS - LEVEL 1

SHEET NUMBER:
G101 C
107

2022-12-06 - REVISED CONSTRUCTION DOCUMENT SET