MILLCREEK, UTAH
ORDINANCE NO. 26-25

AN ORDINANCE OF MILLCREEK VACATING A PUBLIC UTILTIY EASEMENT LOCATED ALONG THE EAST PROPERTY LINE OF PROPERTY GENERALLY LOCATED AT 3785 SOUTH ASH CIRCLE, ALSO KNOWN AS LOT 42 OF THE MAPLE HILLS SUBDIVISION

WHEREAS, the Millcreek City Council ("Council") met in a regular meeting on May 26, 2026, to consider, among other things, approving the vacation of a Public Utility Easement located along the east property line of property generally located at 3785 South Ash Circle, also known as Lot 42 of The Maple Hills Subdivision, as described in the below legal description; and

WHEREAS, Utah Code Section 72-5-105 provides in part that all public streets or roads shall continue to be public streets or roads until formally abandoned by ordinance of a highway authority having jurisdiction and the ordinance has been duly recorded in the of the county recorder where the street or road is located; and

WHEREAS, Utah Code Section 10-20-813 provides in part that the City Council may approve a petition to vacate a public street within a recorded subdivision in accordance with the requirements of Utah Code Section 10-20-813; and

WHEREAS, on December 15, 2025, Jared Hackett, as an owner of property within the Maple Hills subdivision, made an application to amend Lot 42 of the Maple Hills Subdivision and further petitioned to vacate a 5' wide recorded Public Utility Easement, of which the petition to vacate included all the elements required by Utah Code, Section 10-20-813; and

WHEREAS, Utah Code Section 10-20-813 provides that if a petition is submitted containing a request to vacate some or all of a public street or municipal utility easement, the legislative body shall hold a public hearing in accordance with Utah Code Section 10-20-208 and determine whether good cause exists for the vacation and neither the public interest nor any person will be materially injured by the proposed vacation; and

WHEREAS, Millcreek Code Section 18.15.020.G.4. further requires a formal public engagement process in the form of a public hearing, held by Millcreek's Planning Commission as a recommending body, and a public meeting held by the City Council as the Land Use Authority, for public street or municipal utility easement vacations; and

WHEREAS, on April 28, 2026, the City Staff gave notice the date, time, place, and purpose of the required public hearing to be held by the Planning Commission and later, on May 15, 2026, a second notice was given, stating the date, time, place, and purpose of a second required public hearing to be held by the City Council as the local legislative body as required by Utah Code Section 10-20-208; and as required by Utah Code Section 10-20-208; and

WHEREAS, both Planning Commission and Staff have advised the Council that good cause exists for the vacation because, among other things, the public utility easement 1) is no longer necessary for public use, 2) does not deprive abutting properties for utility providers for adequate legal access to existing or proposed public utilities, 3) does not adversely impact health, safety, and/or general welfare to an property, utility provider, or public surface agency; and

WHEREAS, neither the public interest nor any person will be materially injured by the vacation, provided that a 10 foot wide public utility easement is recorded, in-lieu-of, parallel to and abutting the public right of way, thus granting access for public utility providers to install and maintain future utilities within the vicinity, and

WHEREAS, the vacation of the public utility easement will result in a more favorable buildable area for the property owner; and

WHEREAS, the City Council held a public hearing on May 26, 2026, to consider prior recommendations, take any additional public comment, and make a determination, and

WHEREAS, on May 26, 2026**,** the City Council found that good cause exists for the vacation of the public utility easement and that neither the public interest nor any person will be materially injured by the proposed easement vacation.

NOW, THEREFORE, BE IT ORDAINED by the City Council hereby vacates the public utility easement as described and depicted within **Exhibit A**. The same is no longer necessary as a public utility easement. The Mayor and Recorder are hereby directed to record a copy of this ordinance in the Office of the Salt Lake County Recorder.

PASSED AND APPROVED this 26th day of May 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-25: AN ORDINANCE OF MILLCREEK VACATING A PUBLIC UTILTIY EASEMENT LOCATED ALONG THE EAST PROPERTY LINE OF PROPERTY GENERALLY LOCATED AT 3785 SOUTH ASH CIRCLE ALSO KNOWN AS LOT 42 OF THE MAPLE HILLS SUBDIVISION was adopted the 26th day of May, 2026 and that a copy of the foregoing Ordinance 26-25 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2026.

_____
Elyse Sullivan, City Recorder

EXHIBIT A
Legal Description
(Vacated Public Utility Easement)

Parcel ID 16-35-427-002

THE EASTERLY 5 FEET OF LOT 42, MAPLE HILLS SUBDIVISION ON FILE WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

Millcreek City Council
Cheri Jackson, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Nicole Handy, District 3
Bev Uipi, District 4

Millcreek City Hall
1330 East Chambers Avenue
Millcreek, Utah 84106
Millcreekut.gov
801-214-2700

SV-26-003

CITY COUNCIL STAFF REPORT

Meeting Date:	5/26/2026
Applicant:	Jared Hackett
Re:	Vacation of a Public Utility Easement
Property Address:	A portion of Public Utility Easement (approx. 3785 South Ash Circle)
Prepared By:	Brad Sanderson, AICP, Planning Manager
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your decision can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST:

Jared Hackett is seeking approval to vacate/abandon a portion of a Public Utility Easement parallel and abutting the entire east property line of Lot 42, as recorded within the Maple Hills Subdivision Plat. The property is generally located at approximately 3785 South Ash Circle.

The property owner received preliminary approval to consolidate and adjust the Maple Hills Subdivision boundary and include the adjacent parcel located immediately adjacent to the east of Lot 42. As part of the new plat, a new public utility easement will be recorded that will parallel and abutting the public right of way along the west property line, or Ash Circle. If approved, the applicant intends to apply for a building permit to construct a new addition to the rear or east side of the existing house.

FINDINGS:

1. Utah Code **10-20-813.4** allows the Municipal Land Use Authority, as a legislative body, to adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:

   (a) Good cause exists for the vacation; and

   (b) Neither public interest nor any person will be materially injured by the vacation.

3. Previously, only Utah State Code required the vacation of a public street or municipal utility easement vacation applications to be viewed by the City Council however, as part of the 2025 Millcreek Code Update, Millcreek Code 18.15.020.G.4. now requires; 1) the Planning Commission [to] hold a public hearing and make a recommendation; and 2) the City Council [to] hold a public meeting and [to] be the land use authority for public street or municipal utility easement vacation applications.".
4. According to Millcreek Code Millcreek Code 18.15.020.G.5; "public streets or municipal utility easements may not be vacated unless, the following criteria are met:
    a. The vacation does not deprive abutting properties of adequate legal access to existing or proposed public utilities or drainage installations.
    b. The vacation is consistent with the General Plan and other adopted policies and plans, including any adopted transportation plan or streets/roadway plan.
    c. The land to be vacated is no longer necessary for public use and convenience.
    d. The right-of-way is no longer needed for public transportation purposes.
    e. The vacation will not adversely impact the use of the right-of-way for public utility and/or drainage purposes.
    f. Access to lots or properties surrounding the plat will not be adversely affected, and the vacation will not leave any land-locked properties or deprive abutting properties of adequate legal access.
    g. The vacation will not adversely impact the health, safety, and/or welfare of the general community, or reduce the quality of public facilities or services provided to any property, including but not limited to police/fire protection, access, and utility service.
    h. The vacation satisfies the requirements of MKC 14.52.
    i. Good cause exists for the vacation; and
    j. The public interest or any person will not be materially injured by the proposed vacation.
5. The applicant has obtained easement encroachment and/or abandonment letters from known major utility providers granting their consent to encroach or vacate/abandon the easement
6. The General Plan and adopted transportation plan are silent on the matter. However, it is a common practice for utilities easements to follow property lines.
7. The easement being vacated was designated for general utility use in 1953, no utilities have since been located within the easement for several decades
8. The amended plat includes a new public utility easement parallel to and abutting the public right of way known as Ash Circle, for the purpose of allowing access for any future utilities.
9. There are no known utilities presently located within the easement.
10. The proposal should not have any effect on current utilities as sufficient right of way and easements will remain in place.

11. Vacation of the easement should not have any adverse effect on the public health, safety or general welfare of the individuals or the community.
12. The vacation of easement does not landlock or deprive any property of access.
13. In addition to the written consent provided by utility providers, written notice was sent to adjacent property owners and utility providers within 300 feet of the property according to MKC 14.52
14. The public interest will not be adversely impacted because of the abonnement of the public utility easement.

CONCLUSIONS:

Based on the findings stated above, the following conclusions can be made:

1. The proposed public utility easement vacation satisfies all the Millcreek Code requirements as listed within findings 5-14
2. The proposed public utility easement vacation satisfies the Utah State Statues as follows.
    a. The easement to be vacated is no longer necessary for public use and convenience.
    b. The easement does not deprive abutting properties or utility providers of adequate legal access to existing or proposed public utilities or drainage installations.
    c. The easement vacation will not adversely impact the health, safety, and/or welfare of the general community, or reduce the quality of public facilities or services provided to any property, including but not limited to police/fire protection, access, and utility service.
    d. The public interest or any person will not be materially injured by the proposed easement vacation.

RECOMMENDATION:

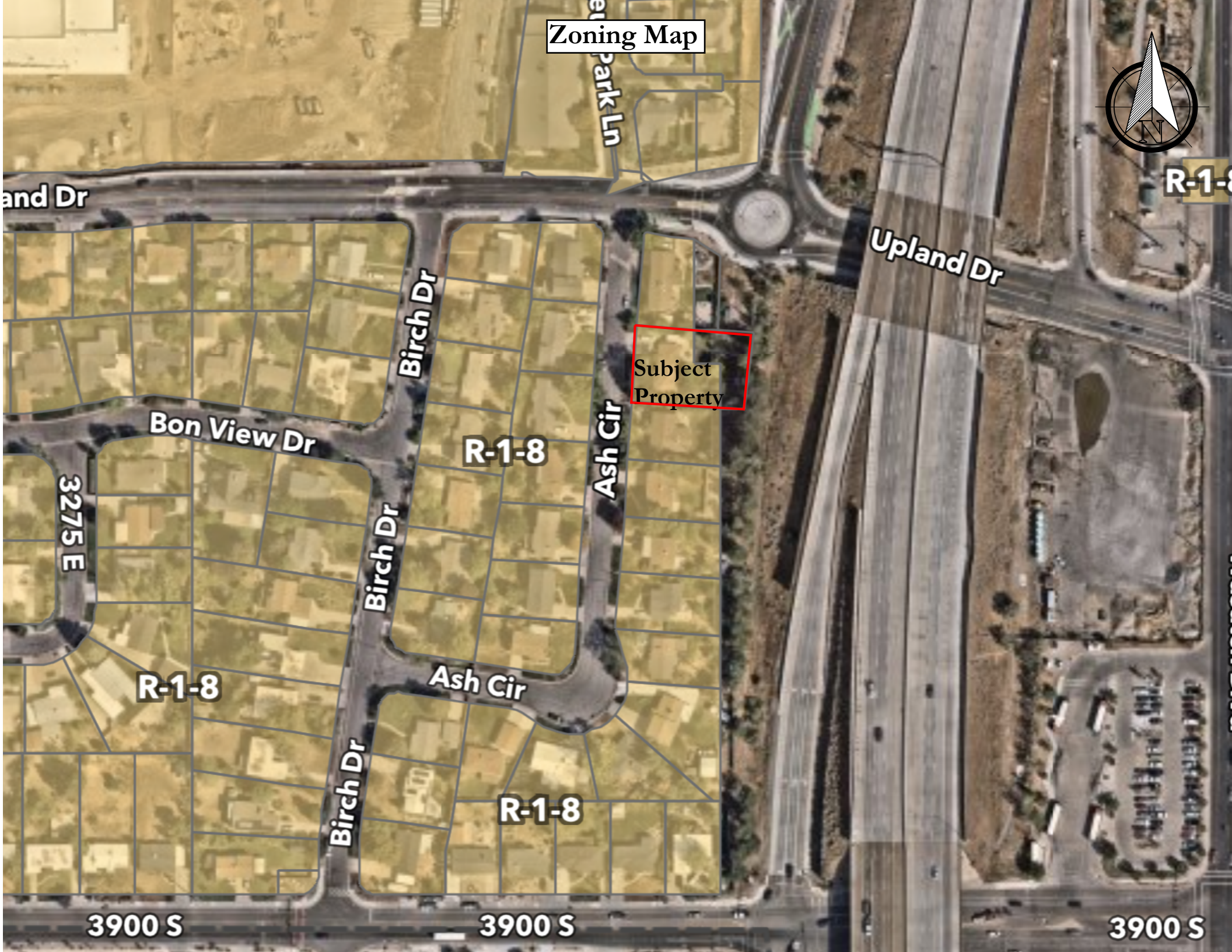
Based on the Findings and Conclusions listed above, the following is recommended:

Staff Recommends that the City Council take public comments and approve application file number SV-26-003, vacating a portion of a public utility easement on property located at approximately 3785 South Ash Circle, as presented, unless during the meeting facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

Planning Commission recommendation – made 5/20/26 (see meeting minutes)

SUPPORTING DOCUMENTS:

- Location Map
- Maples Hills Original Plat
- Legal Description & Illustration(s)


Zoning Map
Park Ln
and Dr
Upland Dr
Birch Dr
Subject Property
Bon View Dr
R-1-8
Ash Cir
3275 E
Birch Dr
Ash Cir
R-1-8
Birch Dr
R-1-8
3900 S
3900 S
3900 S
N
R-1-8

MAPLE HILLS

A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SEC. 35, T. 1S, - R. 1E, S.L.B. & M.

Scale 1"=50'

HAWKER HEIGHTS

Point Beginning

North 1313.67

West 656.5

South 1138.4

East 624.3

3760 SOUTH STREET

3380 EAST

3330 EAST

3935 SOUTH ST

3900 SOUTH STREET

3830 SOUTH

3800 SOUTH

BIRCH CIRCLE

BIRCH DRIVE

MAPLE DRIVE

3350 ASHEAST CIRCLE

5' Utility Easements

10' Utility Easements

10' Drainage Easement

West Line of 150' Easement

East Line of 150' Easement

150' Easement N. 8°39'30" E.

County Mon. Wasatch Blvd.

SURVEYOR'S CERTIFICATE

I, George B. Gudgell, a registered Engineer and Land Surveyor as prescribed under the laws of State of Utah and holding Certificate No. 1060, do hereby certify that the tract of land shown on this map and owned by PRUD. FED. SAVINGS & LOAN ASSN., ALEXANDER BLDG. CORP. is described as follows:

Beg. at the Southwest cor. of the West one half of the Northeast 1/4 of the Southeast 1/4 of Sec. 35, T 1S, R 1E, S.L.B. & M. and running thence North 1313.67 feet; thence East 624.3 feet; thence South 1175.27 feet; thence East 32.2 feet; thence South 1138.4 feet; thence West 656.5 feet to the place of beg.

I further certify that I have by authority of said owners subdivided said land into lots and streets to be hereafter known as MAPLE HILLS, a subdivision, and that the same has been accurately surveyed as shown on this map.

Date: 3-11-53

George Gudgell
ENGINEER

COUNTY SURVEYOR'S CERTIFICATE

I hereby certify that I have examined this map and the stakes in the ground and have found the same correct this 31 day of March A.D. 1953.

Ronald Bodrero
COUNTY SURVEYOR

OWNER'S DEDICATION

Know all men by these presents that PRUDENTIAL FEDERAL SAVINGS & LOAN ASSN. and ALEXANDER BLDG. CORP. owners of the above described tract of land, having caused same to be subdivided into lots and streets to be known hereafter as MAPLE HILLS, a subdivision, do hereby dedicate for the perpetual use of the public all parcels of land shown on this map as intended for public streets.

Alexander Building Corporation.
By: K. P. Alexander, President.
By: Paul F. Potter, Secretary.

Prudential Federal Savings & Loan Association.
By: Robert E. Doidge Vice President.

ACKNOWLEDGEMENT

County of Salt Lake } S.S.
State of Utah }

On this 12th day of March A.D. 1953, personally appeared before me, the undersigned Notary Public, in and for said County of Salt Lake, State of Utah, K.P. ALEXANDER, President and PAUL F. POTTER, Secretary, of ALEXANDER BUILDING CORPORATION, ROBERT E. DOIDGE, Vice President of PRUD. FED. SAVING & LOAN ASSN, a corporation, who did say that they are the officers of their respective corporations as stated, and that the accompanying instrument was signed in behalf of said corporations by authority of the Board of Directors of each, and they each acknowledged to me that said corporations executed the same.

Residing in Salt Lake City, Utah.
My commission expires Dec. 6th, 1954

E. L. Haines
NOTARY PUBLIC

APPROVAL

Approved by the Salt County Planning Commission. March 31, 1953.

Horace A. Sorenson
CHAIRMAN

APPROVAL

Approved as to form.

William T. Thurman
Chief Dpty COUNTY ATTORNEY

APPROVAL

Approved and accepted by the board of County Commissioners this 1st day of April A.D. 1953.

Alvin Pettingill
COUNTY CLERK

Abel Tenney
CHAIRMAN

APPROVAL

Approved by the East Millcreek Planning Commission March 31 1953.

M. Leeuwenburg
CHAIRMAN

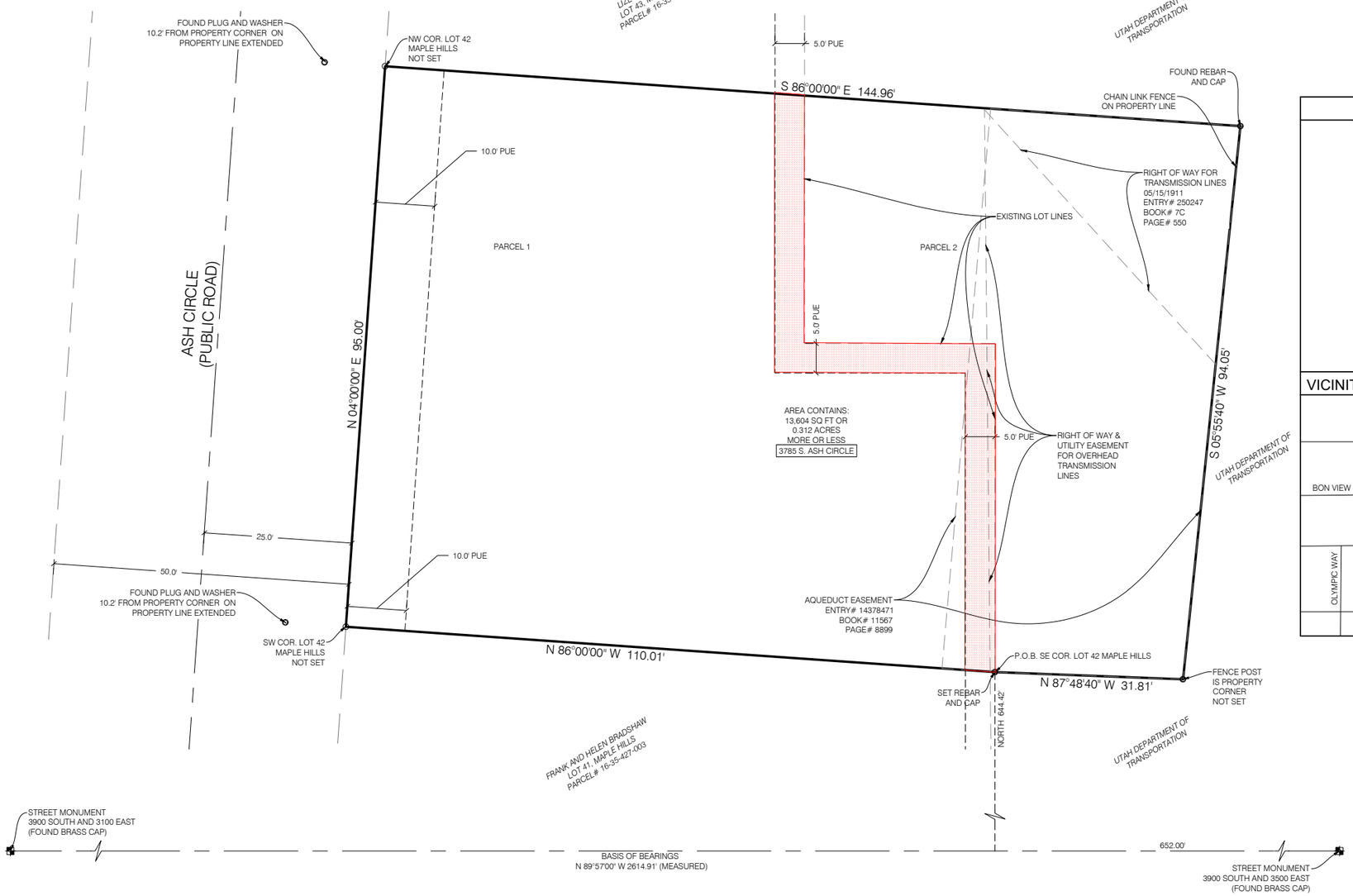
STATE OF UTAH
COUNTY OF SALT LAKE
Filed and Recorded at the request of
ALEXANDER BUILDING CORP.
April 1953 at 2:09 PM. Book No. 1324 of Plats, Page 21
Fee Paid $ 42.25
Ned Dagget County Recorder
By Lola Leeper Deputy

N-21

MAPLE HILLS FIRST AMENDMENT

AMENDING & EXTENDING LOT 42

A PART OF THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
MILLCREEK, SALT LAKE COUNTY, UTAH



NORTH

GRAPHIC SCALE

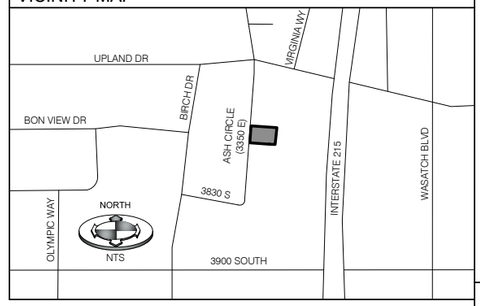
10 0 5 10 20

(IN FEET)
1 inch = 10ft.

LEGEND

- SECTION CORNER (FOUND)
- EX. STREET MONUMENT
- SET 24" x 5/8" REBAR WITH PLASTIC CAP MARKED "BENCHMARK ENG." OR NAIL & WASHER
- NOT SET
- BOUNDARY LINE
- ADJACENT PROPERTY OR EXISTING LOT LINES
- STREET CENTERLINE EXISTING
- EASEMENT
- RIGHT OF WAY

VICINITY MAP



SURVEYOR'S CERTIFICATE

I, DALE K. BENNETT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 103381 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY AND FILED THE PLAT AS RECORD OF SURVEY No. S2025-11-0803, OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS PLAT; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY; AND THAT THIS PLAT OF

MAPLE HILLS FIRST AMENDMENT
AMENDING & EXTENDING LOT 42

IN MILLCREEK, SALT LAKE COUNTY, UTAH HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE.

SIGNED THIS ____ DAY OF _____, 20___

PROFESSIONAL LAND SURVEYOR
DALE K. BENNETT
No. 103381
01/08/2026
STATE OF UTAH

DALE K. BENNETT, P.L.S. # 103381

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. SAID TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 42, MAPLE HILLS, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SALT LAKE, STATE OF UTAH SAID POINT NORTH 89°57'00" WEST 652.00 FEET ALONG THE MONUMENT LINE AND NORTH 644.42 FEET FROM THE STREET MONUMENT LOCATED AT 3900 SOUTH AND 3500 EAST AND RUNNING THENCE NORTH 86°00'00" WEST 110.01 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 42 TO THE SOUTHWEST CORNER OF SAID LOT 42 AND EASTERLY RIGHT OF WAY LINE OF ASH CIRCLE, A PUBLIC ROAD; THENCE NORTH 04°00'00" EAST 95.00 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTHWEST CORNER OF SAID LOT 42; THENCE SOUTH 86°00'00" EAST 144.96 FEET ALONG THE NORTHERLY LINE OF SAID LOT 42 AND LINE EXTENDED TO AN EXISTING FENCE; THENCE SOUTH 05°55'40" WEST 94.05 FEET ALONG SAID EXISTING FENCE TO A FENCE POST; THENCE NORTH 87°48'40" WEST 31.81 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS: 0.312 ACRES, MORE OR LESS

1 LOT

(PARCELS 16-35-427-002 & 16-35-427-020)

OWNERS DEDICATION

KNOWN ALL BY THESE PRESENT THAT WE/I THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND ABOVE, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND STREETS TO HEREAFTER BE KNOWN AS

MAPLE HILLS FIRST AMENDMENT
AMENDING & EXTENDING LOT 42

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENT AS SHOWN FOR HE USE BY ALL SUPPLIERS OF UTILITY OR NECESSARY SERVICES.

IN WITNESS WHEREOF, WE HAVE HERETO SET ASIDE OUR HANDS THIS _____ DAY OF _____, A.D. 20_____.

JARED HACKETT *JAYLENE HACKETT*

ACKNOWLEDGEMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE _____ DAY OF _____ A.D., 2026, JARED HACKETT, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE ABOVE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ (DATE) COMMISSION NUMBER:_____

_____ PRINT NAME

_____ NOTARY PUBLIC RESIDING IN _____ COUNTY

ACKNOWLEDGEMENT

STATE OF UTAH
County of Salt Lake } S.S.

ON THE _____ DAY OF _____ A.D., 2026, JAYLENE HACKETT, PERSONALLY APPEARED BEFORE ME, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO DULY ACKNOWLEDGED TO ME THAT HE SIGNED THE ABOVE OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ (DATE) COMMISSION NUMBER:_____

_____ PRINT NAME

_____ NOTARY PUBLIC RESIDING IN _____ COUNTY

NOTES

MANY AREAS IN MILLCREEK HAVE GROUNDWATER PROBLEMS DUE TO A FLUCTUATING WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY.

OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") SHOULD FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED ON THIS PLAT, IN ADDITION TO ANY AGREEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R'S) DOCUMENTS CURRENTLY EXISTING AND AS MAY BE CHANGED OR AMENDED FROM TIME TO TIME. FAILURE TO COMPLY AND ADHERE TO THESE ITEMS COULD RESULT IN FINANCIAL LOSS OR CHANGES IN EXPECTED PROPERTY USE.

THE SURVEYOR AND/OR ENGINEER LISTED, CERTIFIES THAT LEGAL DESCRIPTION OF THE PROPERTY REFERENCED WITHIN A CERTAIN TITLE REPORT *FILE# 196227-TOF* PREPARED BY COTTONWOOD TITLE COMPANY, MATCHES THE DESCRIPTION SHOWN ON THIS PLAT AND FURTHER CERTIFIES THAT ALL KNOWN OR RECORDED EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES, AS LISTED WITHIN THIS SAME TITLE REPORT, ARE SHOWN OR NOTED ON THIS PLAT.

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO COMBINE A METES AND BOUNDS PARCEL WITH LOT 42 OF THE MAPLE HILLS SUBDIVISION'S TWO PARCELS OF LAND. #16-35-427-002 & #16-35-427-020

SHEET 1 OF 1 SHEETS

CONTACTS

ENGINEER & SURVEYOR
BENCHMARK ENGINEERING & LAND SURVEYING, LLC
9138 SOUTH STATE STREET SANDY, UTAH 84070
(801) 542-7192
PROJECT MANAGER: *DALE K. BENNETT*
SURVEY MANAGER: *DALE K. BENNETT*

OWNER/DEVELOPER
JARED HACKETT
801-558-8865
JARED.HACKETT@GMAIL.COM
CONTACT: *JARED HACKET*

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D., 20___
BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.

_____ DIRECTOR, HEALTH DEPARTMENT

UNIFIED FIRE AUTHORITY

APPROVED THIS _____ DAY OF _____ 20___
BY THE UNIFIED FIRE AUTHORITY.

_____ UNIFIED FIRE AUTHORITY

SALT LAKE COUNTY ADDRESSING APPROVAL

_____ SIGNED _____ DATE

MILLCREEK ENGINEERING DEPARTMENT

APPROVED THIS _____ DAY OF _____ 20___
BY MILLCREEK ENGINEERING DEPARTMENT.

_____ MILLCREEK ENGINEER

MILLCREEK MAYOR

PRESENTED TO THE MAYOR AND MILLCREEK COUNCIL
THIS _____ DAY OF _____ A.D., 20____ AT WHICH
TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ MAYOR _____ ATTEST: CITY RECORDER

SEAL

UTILITY APPROVAL

_____ COMMUNICATION/CABLE CO. DATE
_____ POWER COMPANY DATE
_____ FUEL/ENERGY COMPANY DATE
_____ OTHER DATE

MT. OLYMPUS IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ 20___
BY MT. OLYMPUS IMPROVEMENT DISTRICT

_____ MT.OLYMPUS IMPROVEMENT DISTRICT

MILLCREEK PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ 20___
BY MILLCREEK PLANNING COMMISSION.

_____ MILLCREEK PLANNING COMMISSION CHAIR

MILLCREEK PLANNING AND ZONING DEPARTMENT

APPROVED THIS _____ DAY OF _____ 20___
BY MILLCREEK PLANNING DEPARTMENT.

_____ MILLCREEK PLANNING AND ZONING DIRECTOR

APPROVAL AS TO FORM

APPROVED THIS _____ DAY OF _____ 20___
.

_____ MILLCREEK ATTORNEY

RECORD OF SURVEY

R.O.S. NO: S2024-06-0344

_____ COUNTY SURVEYOR REVIEWER _____ DATE

SALT LAKE COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____
DATE:_____ TIME:_____ BOOK:_____ PAGE:_____
FEE$ _____ DEPUTY, SALT LAKE COUNTY RECORDER

MAPLE HILLS FIRST AMENDMENT

AMENDING & EXTENDING LOT 42

PART OF THE SOUTHEAST QUARTER OF SECTION 35
TOWNSHIP 1 SOUTH, RANGE 1 EAST, S.L. BASE & MERIDIAN
MILLCREEK, SALT LAKE COUNTY, UTAH

4/18/2025

Jared Hackett
3785 S Ash Circle, Salt Lake City, UT

No Reservations/No Objections

SUBJECT: Vacate existing utility easements, 3785 S Ash Circle, Salt Lake City, UT
Vacate/Abandon

To Whom It May Concern:

Quest Corporation d/b/a CENTURYLINK QC ("CenturyLink") has reviewed the request for the subject vacation and has determined that it has no objections with respect to the areas proposed for vacation as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

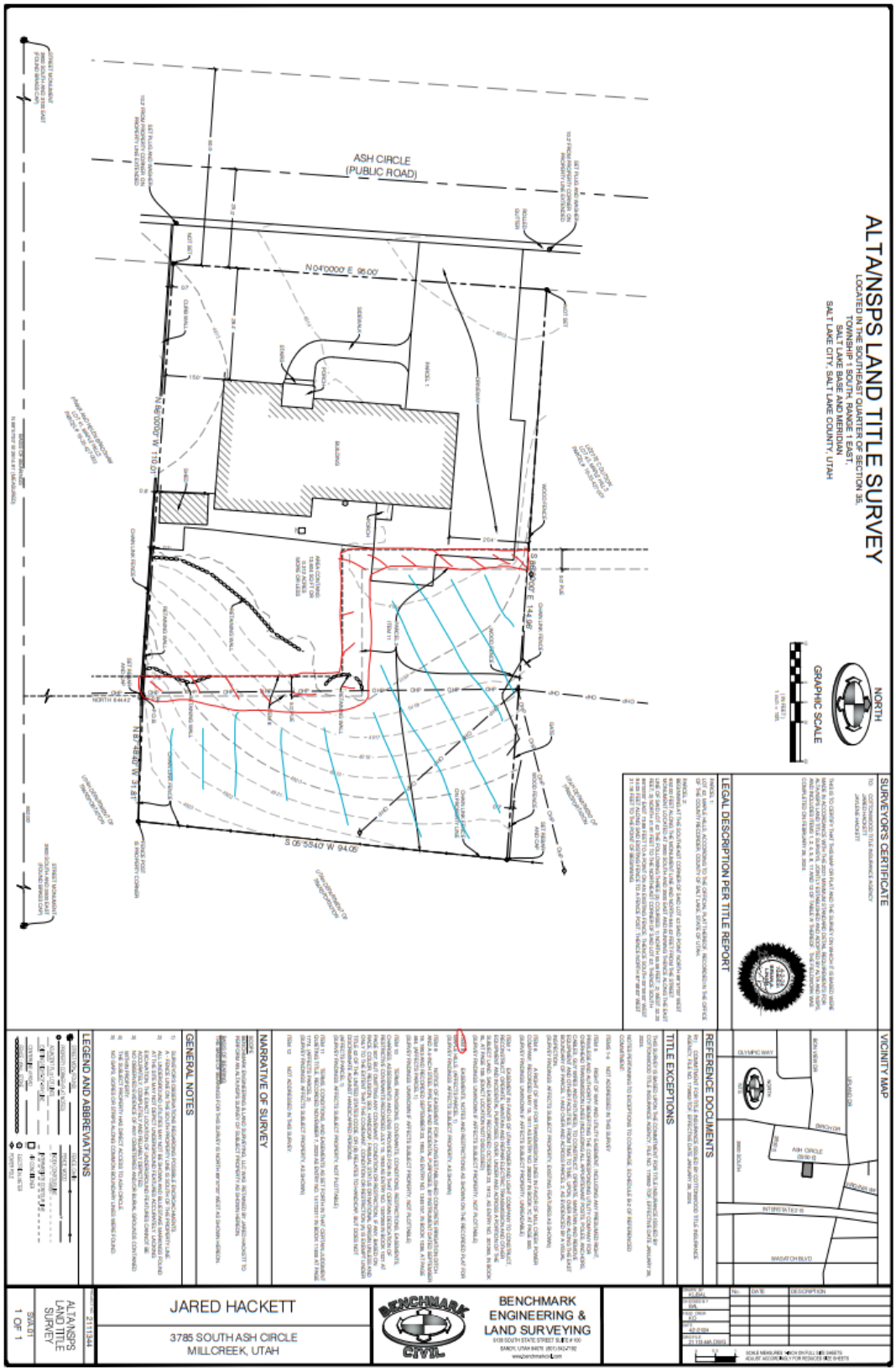
It is the intent and understanding of CenturyLink that this vacation shall not reduce our rights to any other existing easement or rights we have on this site or in the area.

If you have any questions, please contact Richard Hollis at 903-559-1095 or richard.hollis@lumen.com

Sincerely yours,

CenturyLink ROW Team

Exhibit “A”


ALTA/NSPS LAND TITLE SURVEY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35,
TOWNSHIP 1 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN
SALT LAKE CITY, SALT LAKE COUNTY, UTAH
SURVEYOR'S CERTIFICATE
LEGAL DESCRIPTION PER TITLE REPORT
VICINITY MAP
REFERENCE DOCUMENTS
TITLE EXCEPTIONS
NARRATIVE OF SURVEY
GENERAL NOTES
LEGEND AND ABBREVIATIONS
ASH CIRCLE
(PUBLIC ROAD)
N04°00'00" E 96.00'
N 89°00'00" W 110.07'
S 89°00'00" E 144.96'
N 87°48'40" W 31.81'
S 05°55'40" W 94.05'
NORTH
GRAPHIC SCALE
JARED HACKETT
3785 SOUTH ASH CIRCLE
MILLCREEK, UTAH
BENCHMARK ENGINEERING & LAND SURVEYING
BENCHMARK CIVIL
ALTA/NSPS LAND TITLE SURVEY
SHEET
1 OF 1

MT. OLYMPUS
IMPROVEMENT DISTRICT

CHAIRMAN
AMI ANDERSON NEFF

TRUSTEES
KEITH LORD
MICHELE RIVERA

3932 SOUTH 500 EAST
SALT LAKE CITY, UTAH 84107-1895
PHONE (801) 262-2904
FAX (801) 265-0551

GENERAL MANAGER
GILES DEMKE

COUNSEL
FABIAN VANCOTT

August 20, 2024

Jared Hackett
3785 South Ash Circle
Salt Lake City, UT 84109-3750

RE: *Easement on Property Located at 3785 South Ash Circle*

To whom it may concern:

There are no sewer lines located in the lot located at 3785 South Ash Circle.

Mt. Olympus Improvement District hereby disclaims and releases any right, title or interest in any public utility easement located on the property at 3785 South Ash Circle.

Sincerely,

Dean D. Ayala

Dean D. Ayala, P.E., District Engineer
Mt. Olympus Improvement District

Space above for County Recorder's use
PARCEL I.D.# 16354270020000

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Salt Lake County, Utah, to-wit:

> All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 42, Maple Hills Subdivision, located in the Southeast quarter of Section 35, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah; said Subdivision recorded in the Office of the County Recorder for Salt Lake County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on August 19, 2024.

QUESTAR GAS COMPANY
Dba Enbridge Gas Utah

By: Alex Howard
Authorized Representative

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

On August 19, 2024, personally appeared before me Alex Howard, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

Pauline Caraveo
Notary Public

PAULINE CARAVEO
Notary Public State of Utah
My Commission Expires on:
February 16, 2025
Comm. Number: 716795

Gmail

Jared Hackett <jared.hackett@gmail.com>

3785 S Ash Circle - PUE

Bench, Nikole <Nikole.Bench@slc.gov> Thu, May 1, 2025 at 1:25 PM
To: "smurray@millcreekut.gov" <smurray@millcreekut.gov>
Cc: PU Property <PUProperty@slc.gov>, "jared.hackett@gmail.com" <jared.hackett@gmail.com>

Sean,

Please note that Salt Lake City Public Utilities Department (SLCDPU) does not have facilities located in the existing PUE of 3785 S Ash Circle. However, there is a Salt Lake City Public Utilities easement located on the property that is recognized. The easement on the property is intended for the Big Cottonwood Conduit.

If you have any questions, please feel free to reach out.

Thank you,

NIKOLE BENCH | (*She/Her/Hers*)

Water Rights & Property Agent

DEPARTMENT *of* PUBLIC UTILITIES | SALT LAKE CITY CORPORATION

1530 South West Temple, Salt Lake City, Utah 84115

Direct: (801) 483.6735 Office: 801.483.6727

Email: Nikole.Bench@slcgov.com

WWW.SLC.GOV/UTILITIES/DEVSERV WWW.SLC.GOV

Disclaimers:

- *Public Utilities Development Review strives to give the best customer service possible and to respond to questions as accurately and timely as possible based upon the information provided. However, written or verbal feedback given prior to permit approval or outside of formal review comments are not intended to approve, and cannot approve, construction in violation of the State Construction Codes, Salt Lake City Ordinances, or SLCDPU Policies/Standards. Relying on preliminary written or verbal feedback is not binding and does not substitute for an approved Utilities Development Permit.*

Please note that my email address is now **Nikole.Bench@slc.gov**.

My Nikole.Bench@slcgov.com address will be forwarded and continue to work for now, but please update my information in your records.

1731_001.pdf
152K

14533550 B: 11658 P: 1800 Total Pages: 3
04/24/2026 08:39 AM By: tpham Fees: $40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PACIFICORP- LLOUDER
1407 W NORTH TEMPLESALT LAKE CITY, UT 841163187
Space above for County Recorder's use
Parcel ID # **16354270020000**

DISCLAIMER OF UTILITY EASEMENT

The undersigned, Rocky Mountain Power, an unincorporated division of PacifiCorp, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following described real property in Salt Lake County, State of Utah, to-wit:

A section of the public utility easements of Lot 42, Maple Hills Subdivision located in section 35, Township 1 South, Range 1 East, Salt Lake Base & Meridian in Salt Lake County, State of Utah; said Subdivision recorded on April 1, 1953 as entry 1324023 in the Office of the County Recorder for Salt Lake County, State of Utah, more particularly described and/or shown on Exhibit "**A**" attached hereto and by this reference made a part hereof.

IN WITNESS THEREOF, this disclaimer and release of any right, title, or interest has been duly executed on April 23, 2026.

Rocky Mountain Power,
A Division of PacifiCorp

Signature: _____

Print Name: Brian Young

Title: Sr. Property Agent

Acknowledgement found on next page

REPRESENTATIVE ACKNOWLEDGEMENT

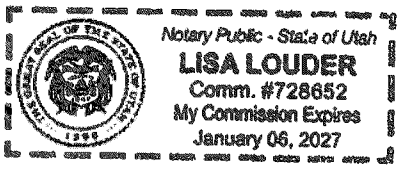
STATE OF Utah)

) ss.

County of Salt Lake)

On this 23rd day of April, 2026, before me, the undersigned Notary Public in and for said State, personally appeared Brian Young, known or identified to me to be the person whose name is subscribed as Senior Property Agent of Rocky Mountain Power and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lisa Louder

(Notary Signature)

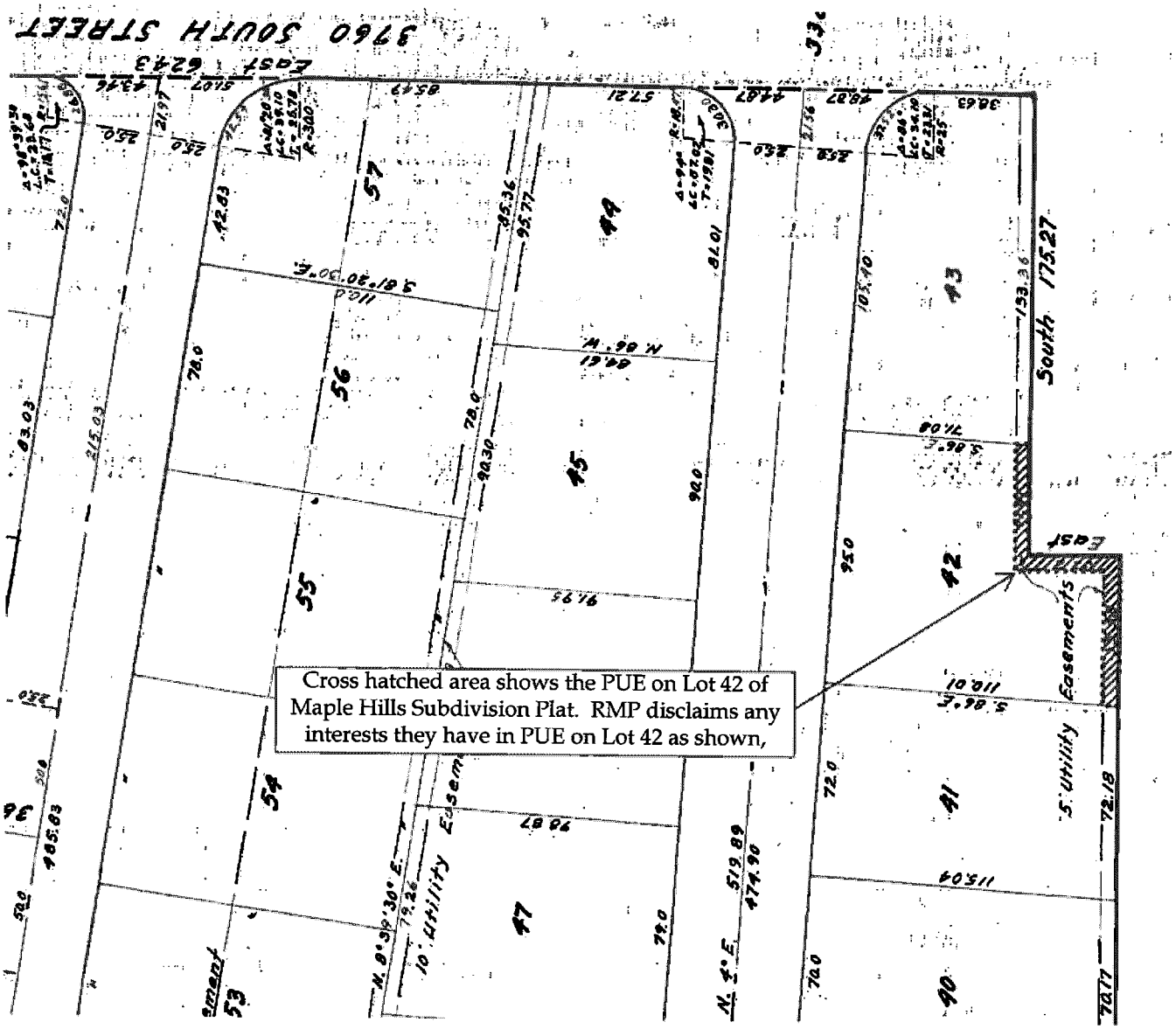
NOTARY PUBLIC FOR Utah (state)

Residing at: Salt Lake City (city, state)

My Commission Expires: January 6, 2027 (d/m/y)

Property Description

Quarter	NE	Quarter	SE	Section	35	Township	1S
Range	1E	Meridian:	SLB&M				
County	Salt Lake			State	Utah		
Parcel Number:	16354270020000						



Drawing Not to Scale

CC#: WO:	This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.
Maple Hills Subdivision Plat	
Drawn by: Brian Young	

EXHIBIT A

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE: Not to Scale

MILLCREEK, UTAH
ORDINANCE NO. 26-33

AN ORDINANCE OF MILLCREEK VACATING A PORTION OF THE CHAMBERS AVENUE PUBLIC RIGHT OF WAY, GENERALLY LOCATED AT APPROX. 3200 SOUTH 1400 EAST

WHEREAS, the Millcreek Council ("*Council*") met in a regular session on May 26, 2026, to consider, among other things, approving the vacation of the Chambers Avenue Public Right of Way, generally located at approximately 3200 South 1400 East, as described in the below legal description; and

WHEREAS, Utah Code Section 10-20-813.4 provides in part that the City Council may approve a petition to vacate a public street in accordance with the requirements of Utah Code Section 10-20-813.4; and

WHEREAS, on or about March 2026, a petition to vacate a Public Utility Easement (PUE), was filed by the applicant (Millcreek) and it included all the elements required by Utah Code Section 10-20-813; and

WHEREAS, Utah Code Section 10-20-813.3 provides that if a petition is submitted containing a request to vacate some or all of a public street or municipal utility easement, the legislative body shall hold a public hearing in accordance with Utah Code Section 10-20-208 and determine whether good cause exists for the vacation and the public interest or any person will be materially injured by the proposed vacation; and

WHEREAS, Millcreek Code Section 18.15.020.G.4. requires a formal public engagement process in the form of a public meeting, held by Millcreek's Planning Commission as a recommending body, and a public hearing held by the City Council as the Land Use Authority, for public street or municipal utility easement vacations; and

WHEREAS, on April 23, 2026, the City Staff gave notice of the date, place, and time of the required public hearing as required by Utah Code Section 10-20-208; and

WHEREAS, both Planning Commission and Staff have advised the Council that good cause exists for the vacation because, among other things, the right of way is not being used and is unusable as it sits under the existing building on the property; and

WHEREAS, a petition to vacate some or all of a public street or municipal utility easement shall include proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated; and

WHEREAS, based on the public hearings and staff report, the Council finds that good cause exists for the vacation and that neither the public interest nor any person will be materially injured by the proposed vacation.

NOW, THEREFORE, BE IT ORDAINED by the Council that a portion of the Chambers Avenue public right of way, generally located at approximately 3200 South 1400 East, is hereby vacated. The public right of way being vacated is as described and depicted within Exhibit A. The same is no longer necessary as a public right of way. The Mayor and Recorder are hereby directed to record a copy of this ordinance in the Office of the Salt Lake County Recorder.

This Ordinance, assigned Ordinance No. 26-33, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 26th day of May, 2026.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-33: AN ORDINANCE OF MILLCREEK VACATING A PORTION FO THE CHAMBERS AVENUE PUBLIC RIGHT OF WAY, GENERALLY LOCATED AT 3200 SOUTH 1400 EAST was adopted the 26th day of May, 2026 and that a copy of the foregoing Ordinance 26-33 was posted in accordance with Utah Code 10-3-711 this ____ day of May, 2026.

_____
Elyse Sullivan, City Recorder

EXHIBIT A

MILLCREEK VACATION PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CHAMBERS AVENUE, A PUBLIC ROAD; SAID POINT BEING SOUTH 00°16’04” WEST 1119.46 FEET AND NORTH 89°33’30” EAST 381.61 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°41’42” EAST 40.92 FEET; THENCE NORTH 79°09'23" EAST 47.39 FEET; THENCE SOUTHEASTERLY 14.98 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 57°56'29" EAST 13.62 FEET); THENCE SOUTH 15°02'20" EAST 11.35 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE, A PUBLIC ROAD; THENCE NORTHWESTERLY AND WESTERLY ALONG SAID RIGHT OF WAY OF HIGHLAND DRIVE AND SAID SOUTHERLY RIGHT OF WAY LINE OF CHAMBERS AVENUE THE FOLLOWING THREE (3) COURSES: NORTHWESTERLY 13.43 FEET ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 52°01'30" WEST 12.44 FEET), SOUTH 89°57'26" WEST 70.05 FEET, AND NORTH 85°06'21" WEST 22.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 453 SF OR 0.014 ACRES, MORE OR LESS

SCALE: 1" = 20'		MILLCREEK VACATION PARCEL 3210-3260 S HIGHLAND DR MILLCREEK CITY, UTAH	EXHIBIT A
DRAWN: DZB	05/20/2026		
CHECKED: DKB	05/20/2026		DWG. NO. 2508142cp.dwg
APPROVED: DKB	05/20/2026		PROJECT. NO. 2508142

Millcreek City Council
Cheri Jackson, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Nicole Handy, District 3
Bev Uipi, District 4

Millcreek City Hall
1330 East Chambers Avenue
Millcreek, Utah 84106
Millcreekut.gov
801-214-2700

SV-26-002

CITY COUNCIL STAFF REPORT

Meeting Date:	5/26/2026
Applicant:	Millcreek City Staff
Re:	Vacation of a Public Right of Way
Property Address:	A portion of Chambers Avenue (approx. 3200 South 1400 East)
Prepared By:	Brad Sanderson, AICP, Planning Manager
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your decision should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST:

Millcreek Staff, on behalf of Millcreek, is seeking approval to vacate a portion of Chambers Avenue generally located along the Southwest corner of Chambers Avenue and Highland Drive, at approximately 3200 South 1400 East.

Plans are being developed to remove the median 'porkchop' within Chambers Avenue. The purpose being to 1) better align the travel lanes to be more perpendicular to Highland Drive, 2) alleviate current confusion entering Chambers Ave. from Highland and increase turning radius for both standard and larger vehicles, 3) reduce pedestrian north/south crossing distance and, 4) add property back to the south edge of Chambers Avenue to create a street corner plaza in front of the adjacent development.

The same number of travel lanes will remain with the same lane configuration minus the median area.

FINDINGS:

1. Utah Code **10-20-813.4** allows the Municipal Land Use Authority, as a legislative body, to adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:

   (a) Good cause exists for the vacation; and

   (b) Neither public interest nor any person will be materially injured by the vacation.

3. Previously, only Utah State Code required the vacation of a public street or municipal utility easement vacation applications to be viewed by the City Council however, as part of the 2025

Millcreek Code Update, Millcreek Code 18.15.020.G.4. now requires; 1) the Planning Commission [to] hold a public hearing and make a recommendation; and 2) the City Council [to] hold a public meeting and [to] be the land use authority for public street or municipal utility easement vacation applications.".

4. According to Millcreek Code Millcreek Code 18.15.020.G.5; "public streets or municipal utility easements may not be vacated unless, the following criteria are met:
    a. The vacation does not deprive abutting properties of adequate legal access to existing or proposed public utilities or drainage installations.
    b. The vacation is consistent with the General Plan and other adopted policies and plans, including any adopted transportation plan or streets/roadway plan.
    c. The land to be vacated is no longer necessary for public use and convenience.
    d. The right-of-way is no longer needed for public transportation purposes.
    e. The vacation will not adversely impact the use of the right-of-way for public utility and/or drainage purposes.
    f. Access to lots or properties surrounding the plat will not be adversely affected, and the vacation will not leave any land-locked properties or deprive abutting properties of adequate legal access.
    g. The vacation will not adversely impact the health, safety, and/or welfare of the general community, or reduce the quality of public facilities or services provided to any property, including but not limited to police/fire protection, access, and utility service.
    h. The vacation satisfies the requirements of MKC 14.52.
    i. Good cause exists for the vacation; and
    j. The public interest or any person will not be materially injured by the proposed vacation.
5. Adequate legal access will remain as all current travel lanes will remain, maintaining adequate legal access.
6. Because the proposal primarily seeks to realign the right of way, the General Plan and adopted transportation plan are silent on the matter
7. The land being vacated was designated as a placemaking sign; however, a new opportunity has been created, allowing a new wall mounted placemaking sign in conjunction with a new adjacent development proposal.
8. The new striping and alignment will cause the proposed property to be vacated to no longer be needed for public transportation purposes.
9. The proposal should not have any effect on current utilities as sufficient right of way and easements will remain in place.
10. The vacation of right of way does not landlock or deprive any property of access.
11. Because the property being vacated will remain as public right of way and/or common area, no compensation it needed, and adequate notice has been given to property owners within a 600-foot radius of the are to be vacated, all affected entities and public utility companies included according to MKC 14.52
12. The public interest is improved, and good cause exists as the vacation and realignment will create a safer and more functional radius, better lane alignment, ideal travel lanes within both Chambers Ave and Highland Drive, shorter and safer pedestrian crossings, added public plaza space and an overall better intersection.

CONCLUSIONS:

Based on the findings stated above, the following conclusions can be made:

1. The proposed right of way vacation satisfies all the Millcreek Code requirements as listed within findings 5-12.
2. The proposed right of way vacation satisfies the Utah State Statues as follows.
    a. The land to be vacated is no longer necessary for public use in the form of a center median. If vacated as right-of-way, the equivalent square footage of area will be added to the parcel immediately south of Chambers Avenue in the form of a public sidewalk and plaza.
    b. The vacation does not deprive abutting properties of adequate legal access to existing or proposed public utilities or drainage installations.
    c. The vacation will not adversely impact the health, safety, and/or welfare of the general community, or reduce the quality of public facilities or services provided to any property, including but not limited to police/fire protection, access, and utility service.
    d. The public interest or any person will not be materially injured by the proposed vacation.

RECOMMENDATION:

Based on the Findings and Conclusions listed above, the following recommendations are made:

Staff Recommends that the City Council take public comments and approve application file number SV-26-002, vacating a portion of the Chambers Avenue right of way generally located at 3200 South 1400 East, as presented, unless during the meeting facts are presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

The Planning Commission recommendation – made 5/20/26 (see meeting minutes)

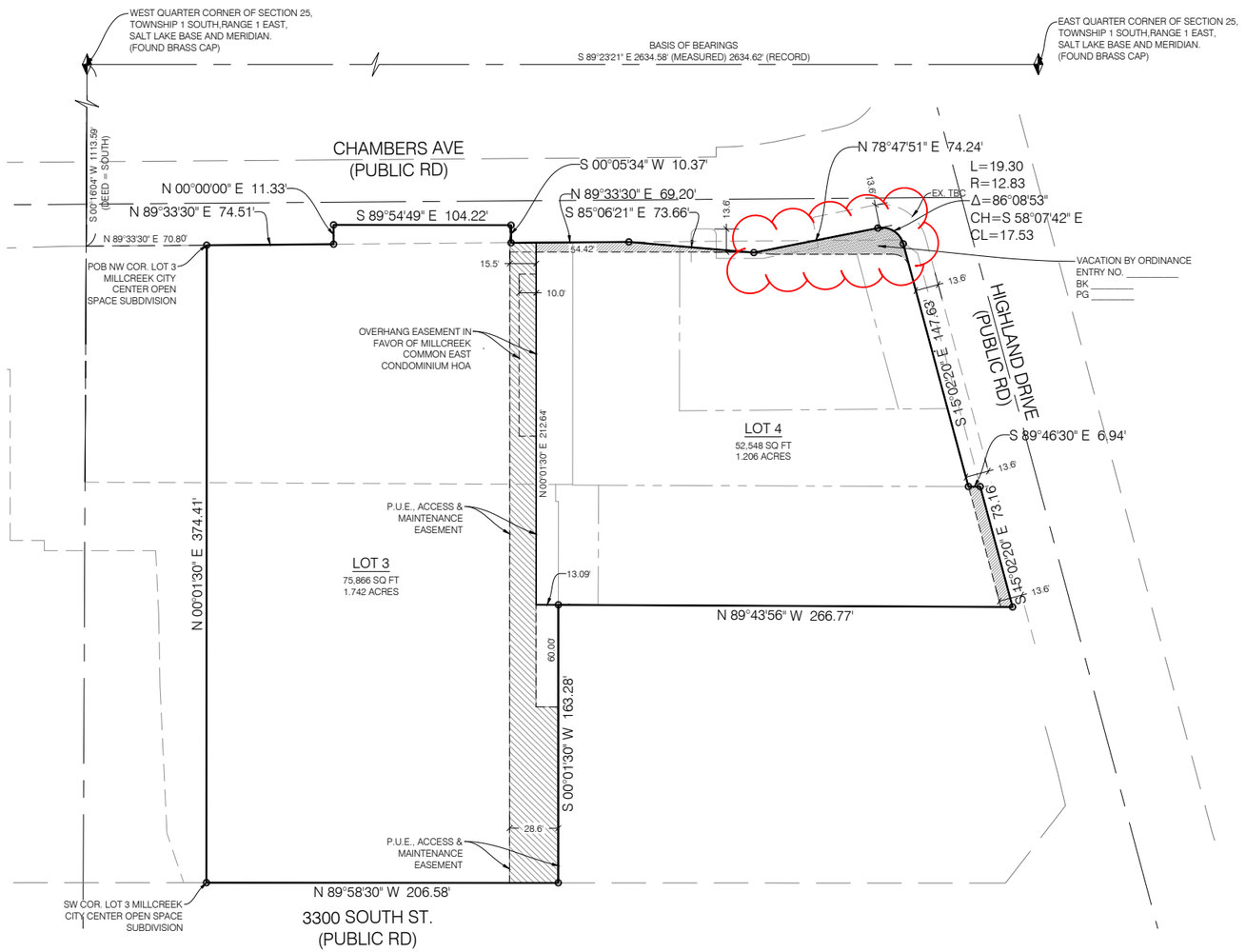
SUPPORTING DOCUMENTS:

- Location Map
- Legal Description and Illustration(s)

Vicinity Map
Woodland Ave
Woodland Ave
Subject Area
Chambers Ave
Highland Dr
Orchard St
3300 S
3300 S
N

MILLCREEK COMMON EAST SUBDIVISION,
AMENDING LOT 3 MILLCREEK CITY CENTER OPEN SPACE SUBDIVISION AND SHUPE SUBDIVISION FIRST AMENDED

A PART OF THE SOUTHWEST QUARTER OF SECTION 25,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
MILLCREEK CITY, SALT LAKE COUNTY, UTAH
APRIL 2026



NOTES

MANY AREAS IN MILLCREEK HAVE GROUNDWATER PROBLEMS DUE TO A FLUCTUATING WATER TABLE. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE REPRESENTATION BY THE CITY THAT BUILDING AT ANY SPECIFIED ELEVATION WILL SOLVE GROUNDWATER PROBLEMS, IF ANY.

OWNERS AND POTENTIAL PURCHASERS OF PROPERTY LEGALLY DESCRIBED BY THIS PLAT (THE "PROPERTY") SHOULD FAMILIARIZE THEMSELVES WITH ALL NOTES, LOT INFORMATION, EASEMENTS, AND OTHER PERTINENT INFORMATION CONTAINED ON THIS PLAT, IN ADDITION TO ANY AGREEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS (CC&R'S) DOCUMENTS CURRENTLY EXISTING AND AS MAY BE CHANGED OR AMENDED FROM TIME TO TIME. FAILURE TO COMPLY AND ADHERE TO THESE ITEMS COULD RESULT IN FINANCIAL LOSS OR CHANGES IN EXPECTED PROPERTY USE.

A GEOTECHNICAL REPORT HAS BEEN PREPARED BY _____, AND DATED _____, THIS INFORMATION IS ON FILE WITH MILLCREEK AND ALSO AT THE OFFICE OF _____.

FOUNDATION AND PAVEMENT DESIGN AND SITE PREPARATION TO BE REVIEWED BY QUALIFIED A GEOTECHNICAL ENGINEER.

THIS PLAT IS SUBJECT TO THOSE TERMS AND CONDITIONS OF A DEVELOPMENT AGREEMENT MADE BETWEEN _____ *AND/OR AS ASSIGNED* AND MILLCREEK, RECORDED ON _____, AS ENTRY NUMBER _____, IN BOOK _____, PAGE _____, OF THE SALT LAKE COUNTY RECORDER'S OFFICE OF OFFICIAL RECORDS.

THE SURVEYOR AND/OR ENGINEER LISTED, CERTIFIES THAT LEGAL DESCRIPTION OF THE PROPERTY REFERENCED WITHIN A CERTAIN TITLE REPORT *FILE#* _____ PREPARED BY _____, MATCHES THE DESCRIPTION SHOWN ON THIS PLAT AND FURTHER CERTIFIES THAT ALL KNOWN OR RECORDED EASEMENTS, CLAIMS OF EASEMENTS OR ENCUMBRANCES, AS LISTED WITHIN THIS SAME TITLE REPORT, ARE SHOWN OR NOTED ON THIS PLAT.

NOTES:

1) ALL AREA NOT OCCUPIED BY A STRUCTURE ARE HEREBY A PUBLIC UTILITY EASEMENT SUBJECT TO SHARED PRIVATE UTILITIES THAT SERVE MORE THAN ONE UNIT, INCLUDING WATER, SEWER, STORM DRAIN AND SURFACE DRAINAGE.SAID AREAS ARE ALSO EASEMENTS FOR SHARED SURFACE DRAINAGE FROM ALL LOTS. THIS AREA WILL ALSO BE CONSIDERED A COMMON AREA. EFFECTUATED BY THE RECORDING OF THIS PLAT.
2) UTILITIES TO BE MAINTAINED BY THE HOA.
3) ALL COMMON AREAS ARE CONVEYED TO THE HOA.
4) BENCHMARK:BRASS CAP MONUMENT, LOCATED AT THE WEST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. ELEVATION = 4417.74'

NORTH

GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
1 inch = 40ft.

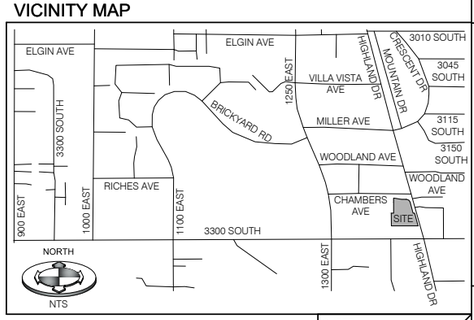
NARRATIVE

THE SUBDIVISION PLAT WAS PREPARED AT THE REQUEST OF _____, IN BEHALF OF _____ FOR THE PURPOSE OF THE SUBDIVIDING THE PARCEL OF LAND KNOWN BY THE ASSESSOR AS PARCEL NUMBER _____ (SALT LAKE COUNTY ASSESSOR'S OFFICE) INTO SEPARATE LOTS. EXISTING MONUMENTS SHOWN ON THIS PLAT WERE RECOVERED IN THEIR RECORD LOCATIONS. THE BASIS OF BEARING FOR THIS SUBDIVISION PLAT IS S 89°23'21" E BETWEEN WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AS SHOWN HEREON.

LEGEND

- SECTION CORNER (FOUND)
- EX. STREET MONUMENT
- SET 24" x 5/8" REBAR WITH PLASTIC CAP MARKED "BENCHMARK ENG." OR NAIL & WASHER
- NOT SET
- BOUNDARY LINE
- ADJACENT PROPERTY
- STREET CENTERLINE EXISTING
- EASEMENT
- RIGHT OF WAY
- FIRE HYDRANT
- PRIVATE RIGHT OF WAY, TURN AROUND PUBLIC ACCESS. PUBLIC UTILITY EASEMENT
- VACATION AREA
- AREA DEDICATED FOR PUBLIC STREET
- P.U.E — PUBLIC UTILITIES EASEMENT

VICINITY MAP



NOTE:
SALT LAKE COUNTY HEALTH DEPARTMENT REQUIRES *WILL SERVE* LETTERS FROM BOTH SEWER AND WATER AGENCIES.

REVISIONS		
INITIALS	DATE	DESCRIPTION

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS _____ DAY OF _____ A.D., 20____
BY THE SALT LAKE COUNTY HEALTH DEPARTMENT.

_____
DIRECTOR, HEALTH DEPARTMENT

JORDAN VALLEY WATER CONSERVANCY DISTRICT

APPROVED THIS _____ DAY OF _____ A.D., 20____
BY JORDAN VALLEY WATER CONSERVANCY DISTRICT.

_____
JORDAN VALLEY WATER CONSERVANCY DISTRICT

UNIFIED FIRE AUTHORITY

APPROVED THIS _____ DAY OF _____ 20____
BY THE UNIFIED FIRE AUTHORITY.

_____
UNIFIED FIRE AUTHORITY

SALT LAKE COUNTY ADDRESSING APPROVAL

_____ _____
SIGNED DATE

MILLCREEK ENGINEERING DEPARTMENT

APPROVED THIS _____ DAY OF _____ 20____
BY MILLCREEK ENGINEERING DEPARTMENT.

_____
MILLCREEK ENGINEER

MILLCREEK MAYOR

PRESENTED TO THE MAYOR AND MILLCREEK COUNCIL
THIS _____ DAY OF _____ A.D., 20____ AT WHICH
TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

_____ _____
MAYOR ATTEST: CITY RECORDER

SEAL

UTILITY APPROVAL

_____ DATE
COMMUNICATION/CABLE CO.
_____ DATE
POWER COMPANY
_____ DATE
FUEL/ENERGY COMPANY
_____ DATE
OTHER

MOUNT OLYMPUS IMPROVEMENT DISTRICT

APPROVED THIS _____ DAY OF _____ 20____
BY SEWER DEPARTMENT (SPECIFY SPECIFIC SEWER AGENCY)

_____
(SPECIFY) SEWER DEPARTMENT

MILLCREEK PLANNING COMMISSION

APPROVED THIS _____ DAY OF _____ 20____
BY MILLCREEK PLANNING COMMISSION.

_____
MILLCREEK PLANNING COMMISSION CHAIR

MILLCREEK PLANNING AND ZONING DEPARTMENT

APPROVED THIS _____ DAY OF _____ 20____
BY MILLCREEK PLANNING DEPARTMENT.

_____
MILLCREEK PLANNING AND ZONING DIRECTOR

APPROVAL AS TO FORM

APPROVED THIS _____ DAY OF _____ 20____

_____
MILLCREEK ATTORNEY

SURVEYOR'S CERTIFICATE

I, DALE K. BENNETT, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD LICENSE NO. 103381 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY AND FILED THE PLAT AS RECORD OF SURVEY No. S2024-06-0344, OF THE PROPERTY DESCRIBED ON THIS SUBDIVISION PLAT IN ACCORDANCE WITH SECTION 17-73-504 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN ON THIS PLAT ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS PLAT; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY; AND THAT THIS PLAT OF

MILLCREEK COMMONE EAST SUBDIVISION,
AMENDING LOT 3 MILLCREEK CITY CENTER OPEN SUBDIVISION AND SHUPE SUBDIVISION FIRST AMENDED

IN MILLCREEK, SALT LAKE COUNTY, UTAH HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE.

SIGNED THIS ____ DAY OF _____, 20___

FOR REVIEW ONLY

DALE K. BENNETT No. 103381 04/22/2026 — LICENSED PROFESSIONAL LAND SURVEYOR — STATE OF UTAH

_____
DALE K. BENNETT, P.L.S. # 103381

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER LOT 3 MILLCREEK CITY CENTER OPEN SPACE SUBDIVISION ON THE SOUTH RIGHT OF WAY LINE OF CHAMBERS AVE., A PUBLIC ROAD AT A POINT SOUTH 00°16'04" WEST 1113.59 FEET AND NORTH 89°33'30" EAST 70.80 FEET FROM WEST QUARTER CORNER OF SECTION 25 TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING EIGHT (8) COURSES; 1) NORTH 89°33'30" EAST 74.51 FEET, (2) NORTH 11.33 FEET, (3) SOUTH 89°54'49" EAST 104.22 FEET, (4) THENCE SOUTH 00°05'34" WEST 10.37 FEET, (5) NORTH 89°33'30" EAST 69.20 FEET, (6) SOUTH 85°06'21" EAST 73.66 FEET, (7) NORTH 78°47'51" EAST 74.24 FEET, AND (8) SOUTHEASTERLY 19.30 FEET ALONG THE ARC OF A 12.83 FOOT RADIUS CURVE TO THE RIGTH (CHORD BEARS SOUTH 58°07'42" EAST 17.53 FEET); THENCE SOUTHEASTERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF HIGHLAND DRIVE, A PUBLIC ROAD THE FOLLOWING THREE (3) COURSES; (1) SOUTH 15°02'20" EAST 147.63 FEET, (2) SOUTH 89°46'30" EAST 6.94 FEET, AND (3) THENCE SOUTH 15°02'20" EAST 73.16 FEET; THENCE NORTH 89°43'56" WEST 266.77 FEET; THENCE SOUTH 00°01'30" WEST 163.28 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 3300 SOUTH STREET, A PUBLIC ROAD; THENCE NORTH 89°58'30" WEST ALONG SAID NORTH RIGTH OF WAY LINE 206.58 FEET TO THE SOUTHWEST CORNER; THENCE NORTH 00°01'30" EAST 374.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 128,415 SQ. FT. IN AREA OR 2.948 ACRES MORE OR LESS, CONTAINING 2 LOTS

OWNERS DEDICATION

KNOWN ALL BY THESE PRESENT THAT WE/I THE UNDERSIGNED OWNER(S) OF THE DESCRIBED TRACT OF LAND ABOVE, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, AND STREETS TO HEREAFTER BE KNOWN AS

MILLCREEK COMMONE EAST SUBDIVISION,
AMENDING LOT 3 MILLCREEK CITY CENTER OPEN SUBDIVISION
AND SHUPE SUBDIVISION FIRST AMENDED

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC, ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENT AS SHOWN FOR HE USE BY ALL SUPPLIERS OF UTILITY OR NECESSARY SERVICES.

IN WITNESS WHEREOF, WE HAVE HERETO SET ASIDE OUR HANDS THIS _____ DAY OF _____, A.D. 20_____.

(verify signatures with current title report)

_____ _____ _____ _____
(Authorized Representative) *(Authorized Representative)*
_____ _____ _____ _____
(Authorized Representative) *(Authorized Representative)*
_____ _____
(Authorized Representative)

(IF APPLICABLE)
LIMITED LIABILITY ACKNOWLEDGEMENT

LIMITED LIABILITY ACKNOWLEDGEMENT
(SAMPLE)

STATE OF _____)
) SS.
COUNTY OF_____)

ON THE _____DAY OF _____, 20_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN THE STATE OF _____, ___*(NAME OF NOTARY)*_____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE ___*(TITLE OF OFFICE)*_____ OF ___*(NAME OF COMPANY)*___, L.L.C. A UTAH LIMITED LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ _____
A NOTARY PUBLIC COMMISSION IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION NO. _____ _____
PRINTED FULL NAME OF NOTARY

(IF APPLICABLE)
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF_____)

ON THE _____DAY OF _____, 20_____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____ IN THE STATE OF _____ ___*(NAME OF NOTARY)*_____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE ___*(PERSON)*_____ SIGNING THE FORGOING OWNER'S DEDICATION WHO DULY ACKNOWLEDGED BEFORE ME THAT HE/SHE DID EXECUTE THE SAME FREELY AND VOLUNTARILY AND FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: _____ _____
(NOTARY SIGNATURE)
A NOTARY PUBLIC COMMISSION IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION NO. _____ _____
PRINTED FULL NAME OF NOTARY

SHEET 1 OF 1 SHEETS

CONTACTS

ENGINEER & SURVEYOR
BENCHMARK ENGINEERING & LAND SURVEYING
9138 SOUTH STATE ST. SUITE #100
SANDY, UT
(801) 542-7192
PROJECT MANAGER: *(NAME)*
SURVEY MANAGER: *(NAME)*

OWNER/DEVELOPER
THE CITY OF MILLCREEK
1330 E CHAMBERS AVE. MILLCREEK, UT 84106
801-214-2750
CONTACT: BRAD SANDERS, AICP

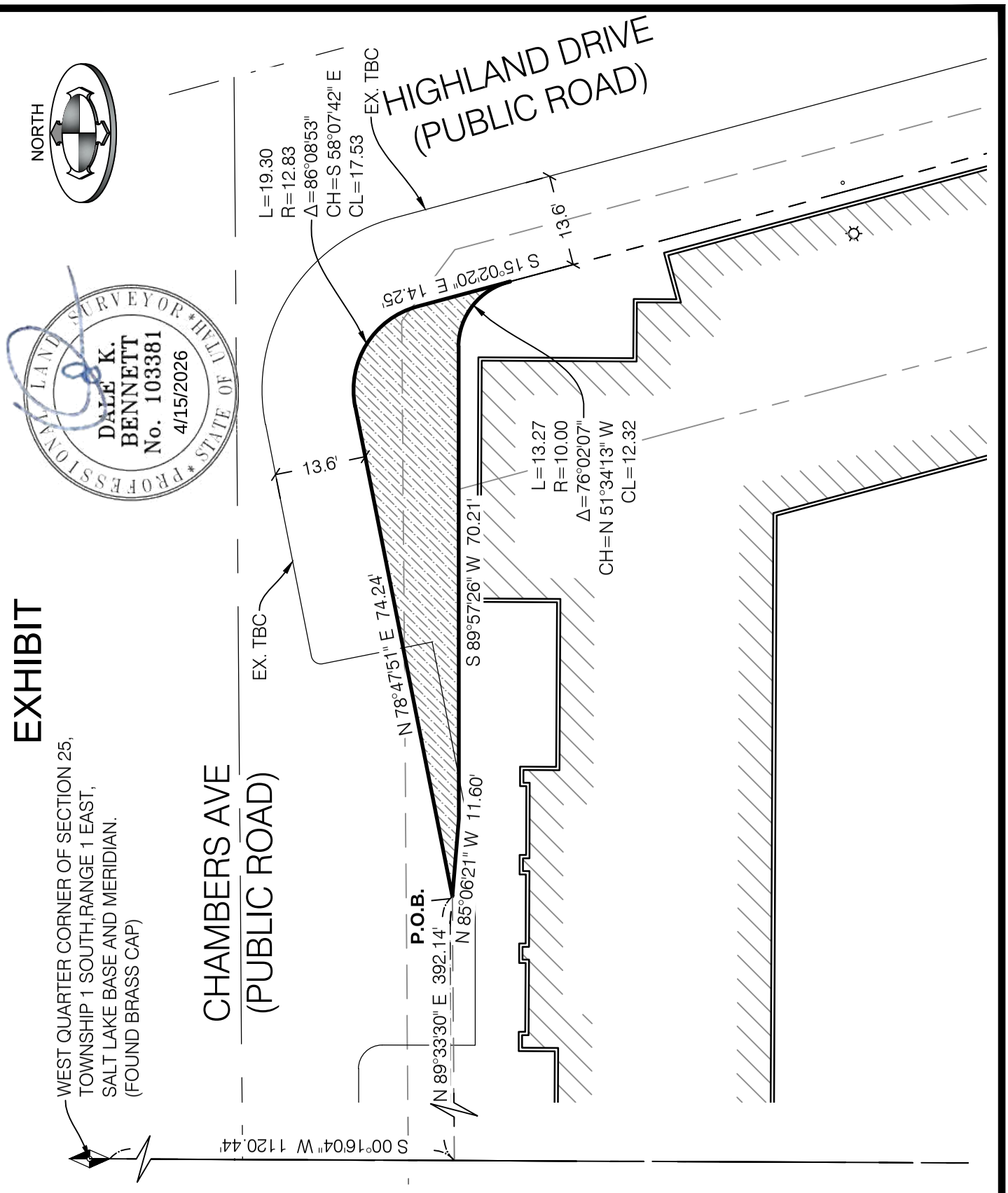
SALT LAKE COUNTY RECORDER

RECORDED # _____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF

_____
DATE:_____ TIME:_____ BOOK:_____ PAGE:_____

FEE$ _____ _____
DEPUTY, SALT LAKE COUNTY RECORDER

MILLCREEK COMMONE EAST SUBDIVISION,
AMENDING LOT 3 MILLCREEK CITY CENTER OPEN SUBDIVISION AND SHUPE SUBDIVISION FIRST AMENDED
PART OF THE SOUTHWEST QUARTER OF SECTION 25
TOWNSHIP 1 SOUTH, RANGE 1 EAST, S.L. BASE & MERIDIAN
MILLCREEK, SALT LAKE COUNTY, UTAH



SCALE: 1" = 20'		MILLCREEK VACATION PARCEL 3210-3260 S HIGHLAND DR MILLCREEK CITY, UTAH	EXHIBIT
DRAWN: FBA	04/15/2026		
CHECKED: DKB	04/15/2026		DWG. NO. 2502027_EXHIBIT.dwg PROJECT. NO. 2502027
APPROVED: DKB	04/15/2026		

MILLCREEK, UTAH
ORDINANCE NO. 26-31

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 815 EAST SCOTT AVENUE FROM THE RESIDENTIAL R-1-6 ZONE TO THE RESIDENTIAL R-4 ZONE

WHEREAS, the Millcreek Council ("Council") met in a regular meeting on May 26, 2026, to consider, among other things, an ordinance pertaining to rezoning certain property located at approximately 815 East Scott Avenue from the Residential R-1-6 Zone to the Residential R-4 Zone; and

WHEREAS, Utah Code Ann. § 10-20-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-20-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-20-502 provides planning commission shall provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on February 25, 2026, the required public hearing notice was published; and

WHEREAS, on March 9, 2026, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on March 18, 2026, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, on March 18, 2026, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on May 20, 2026, the Council caused the required notice to be given; and

WHEREAS, on May 11, 2026, the Council discussed the rezone application, and on May 26, 2026, the Council considered the rezone during a public meeting; and

WHEREAS, Section 18.33.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

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

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-26-004 filed by Eric Bluth, the property located at 815 East Scott Avenue is hereby rezoned/reclassified from the Residential R-1-6 Zone to the Residential R-4 Zone, such property being more particularly described as follows:

Parcel No: 1632104012

Address: 815 East Scott Avenue

Legal Description:

COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD SUR; N 215.75 FT; S 33°50' E 128.1 FT; S 41°40' E 146.5 FT; W 167.2 FT, M OR L TO BEG.

BE IT FURTHER ORDAINED, that pursuant to Section 18.33.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 18.33.020.

This Ordinance assigned no. 26-31, 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 26th day of May, 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-31: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 815 EAST SCOTT AVENUE FROM THE RESIDENTIAL R-1-6 ZONE TO THE RESIDENTIAL R-4 ZONE was adopted the 26th day of May 2026 and that a copy of the foregoing Ordinance 26-31 was posted in accordance with Utah Code 10-3-711 this ____ day of May, 2026.

_____
Elyse Sullivan, City Recorder

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-26-004

CITY COUNCIL STAFF REPORT

(2nd Reading)

Date:	May 26, 2026
Re:	Rezone, Development Agreement and Zone Condition.
Property Address:	815 East Scott Avenue
Zone:	From: R-1-6, To: R-4
Applicant:	Eric Bluth
Prepared By:	Brad Sanderson, AICP

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

REQUEST AND SYNOPSIS

Eric Bluth (Applicant) has filed an application seeking approval to rezone 0.40 acres (17,420 sqft) of property generally located at 815 East Scott Avenue from the Residential R-1-6 Zone to the Residential R-4 Zone. The application includes the consideration of a development agreement for the purpose of limiting the density of the property to two residential buildings (four total units), creating individual ownership, establishing easement, and setting forth other site and architectural design criteria.
A zone condition is also being suggested as a means to control the use and density of the property long past the terms of the development agreement.

FINDINGS:

1. The property is approximately 0.40 acres (17,424 square feet) in size and is triangular in shape due to the abutting Millcreek waterway.
2. According to the City Future Land Use Map as contained within Millcreek's Geneal Plan, the property is designated as 'Neighborhood 2', which would allow "single-family, detached homes, on smaller lots, duplexes, triplexes, townhomes and smaller multifamily buildings". Missing middle housing typically ranges "between 6-18 units per acre." (see General Plan, pg. 17)
3. The 'Neighborhood 2' land use is intended to 1) "provide residents with a mix of housing options and density within close proximity to services and amenities" and 2) "May serve as a transition between single-family neighborhoods and higher density corridors or centers. (see General Plan, pg. 17)

4. The R-4 Zone requires a minimum 60-foot-wide lot/parcel width or frontage and further requires one 3,250 square feet of gross land area for each dwelling for two household dwelling types. If approved and without any restrictions, the R-4 Zone would allow 5.3 dwelling units on 0.40 acres of property.
5. As it pertains to building setbacks within proximity to stream beds (including intermittent), gullies, flood channels, flood plains, areas of springs, seeps and surface water, 1) "Buildings setbacks shall be no less than 50 feet from the top edge of a stream bank or a high-water line of a perennial stream. and, 2) "Building setbacks shall be no less than 50 feet from a gully, flood channel, spring, or any other surface water feature, unless otherwise specified by Title 14 or supported through a geotechnical report. Millcreek Code § 18.61.080.C.1
6. The property width is approximately 170 feet wide, however, due to the increased setback along the stream, the building envelop is greatly reduced and limited to the westerly portion of the property. resulting in limited frontage along Scott Avenue.
7. By comparison, R-2 Zone would allow two duplexes (four units) on the property however, due to the setback from the top edge of a stream bank or a high-water line of the creek, the buildable width & depth are substantially reduced causing an undesirable buildable are for most types of residential structures.
8. By comparison, the R-1 Zone would allow two single family owner-occupied structures, each of which could include an Accessory Dwelling Unit, (ADU).
9. The applicant held a neighborhood meeting on February 9th at the Granit Library; however, Staff was not in attendance.
10. Millcreek collected traffic data for Scott Avenue in July 2022 and more recently between January/February 2026. The summary of this data is as follows:
    a. The 2022 data shows there were 490 Average Daily Trips (ADT), with 35 a.m. and 51 p.m. trips generated during peak hours (7-8am and 5-6pm). The 85th percentile speed was 29-30 mph.
    b. The 2026 data shows there were 401 average daily trips, with 42 a.m. and 61 p.m. trips generated during peak hours. The 85th percentile speed was 27-29 mph.

11. According to the Highway Capacity Manual published by the Transportation Research Board, a local roadway such as Scott Avenue has the capacity for 400 to 600 trips per hour per lane. These numbers suggest Scott Ave is operating at approximately 10-15% of maximum operating capacity during the peak hour.
12. The ITE Trip Generation Manual estimates 8-10 daily trips generated per single family dwellings verses 12-19 daily trips generated for each duplex. Peak hour trips are estimated at 12 to 15% of the daily trip count.
13. If approved, the applicant(s) will still need to obtain further site plan and/or subdivision approval.
14. If an R-4 Zone is to be considered, Millcreek Staff has discussed with the Applicant about entering into a development agreement with the city to ensure certain "guardrails" beyond the limits of the underlying zone, to help alleviate impact and promote neighborhood compatibility, (see recommendations).
15. The following General Plan Goals and Strategies may apply to this application:
    - *Goal N-1 -* ***Strategy 1.3:*** *Identify neighborhood natural features such as trees, waterways, and open spaces, and incorporate them into project design. Include outdoor amenities in new development and redevelopment projects such as trails, outdoor dining areas, and plazas.*
    - *Goal N-1 -* ***Strategy 1.5:*** *Ensure that new infill development is compatible with existing neighborhoods by regulating structure sizes and heights; building forms and materials; yard setbacks; streetscape character; height and bulk transitions; buffering; and other factors.*
    - *Goal GP-1* ***- Strategy 1.2:*** *Design buildings and streetscapes that are attractive to create a more inviting atmosphere for pedestrians.*

- *Goal O-1* ***Strategy 1.1:*** *Strive for a maximum 10-minute walk or ½ mile distance from most homes and businesses to the nearest trail, open space area, or park.*

CONCLUSIONS:

1. The adopted Future Land Use Map, seems to support the zone change as it suggests a 'Neighborhood 2' or slightly higher residential development which could evolve over time, allowing single-family detached homes on smaller lots, as well as duplexes, triplexes, townhomes and smaller multifamily buildings.
2. It is both common and generally a good practice for cities to allow and even promote higher density residential uses near parks, trails and other common spaces.
3. Based on the current R-1-6 zoning of the property, and the lot size and frontage of the property, the applicant is entitled to have two single-family homes, each of which has the potential to have Accessory Dwelling Units (ADU's).
4. It is estimated that two duplexes will represent a negligible increase in traffic impact to Scott Avenue.
5. The proposed R-4 Zone could allow for many additional units, depending on layout and design, however if the development of the property were to be subjected to a development agreement, zone condition(s), and possible deed restriction(s), the development of the property could be limited to certain ideal uses, densities, layout, design, and owner occupancy, many of which align with the goals and strategies of the General Plan while minimizing adverse impact to the surrounding neighborhood.

RECOMMENDATIONS:

Based on the findings and conclusions listed above;

Staff recommends that the City Council take comments at a public hearing and approve rezone 0.40 acres of property located at 815 East Scott Avenue from the R-1-6 Zone to the R-4 Zone, subject to a development agreement containing the following terms:

a. **Use** - The development shall be limited to two duplex buildings, not to exceed four total units.

b. **Owner Occupancy** - The Property shall be subdivided via a subdivision plat for the purpose of creating "for sale" dwelling units, to be available for individual ownership. Furthermore, each unit shall be 'deed restricted' to ensure ownership for a minimum period of 5 years from the date of the recording of this agreement, as per Exhibit C.

c. **Landscaping –** The Property shall be landscaped according to the terms below and as conceptually depicted within Exhibit D.
   a. A minimum of twelve (12) 2" caliper trees shall be installed on the Property, to satisfy the tree preservation requirements set forth in MKZ 18.64.040.
   b. In addition to the replacement trees, street trees shall be installed approximately every 40 linear feet within the park strip or within ten feet (10') of the Scott Avenue right-of-way.

d. **Easements –** The following easements shall be shown/referenced on the recorded plat:

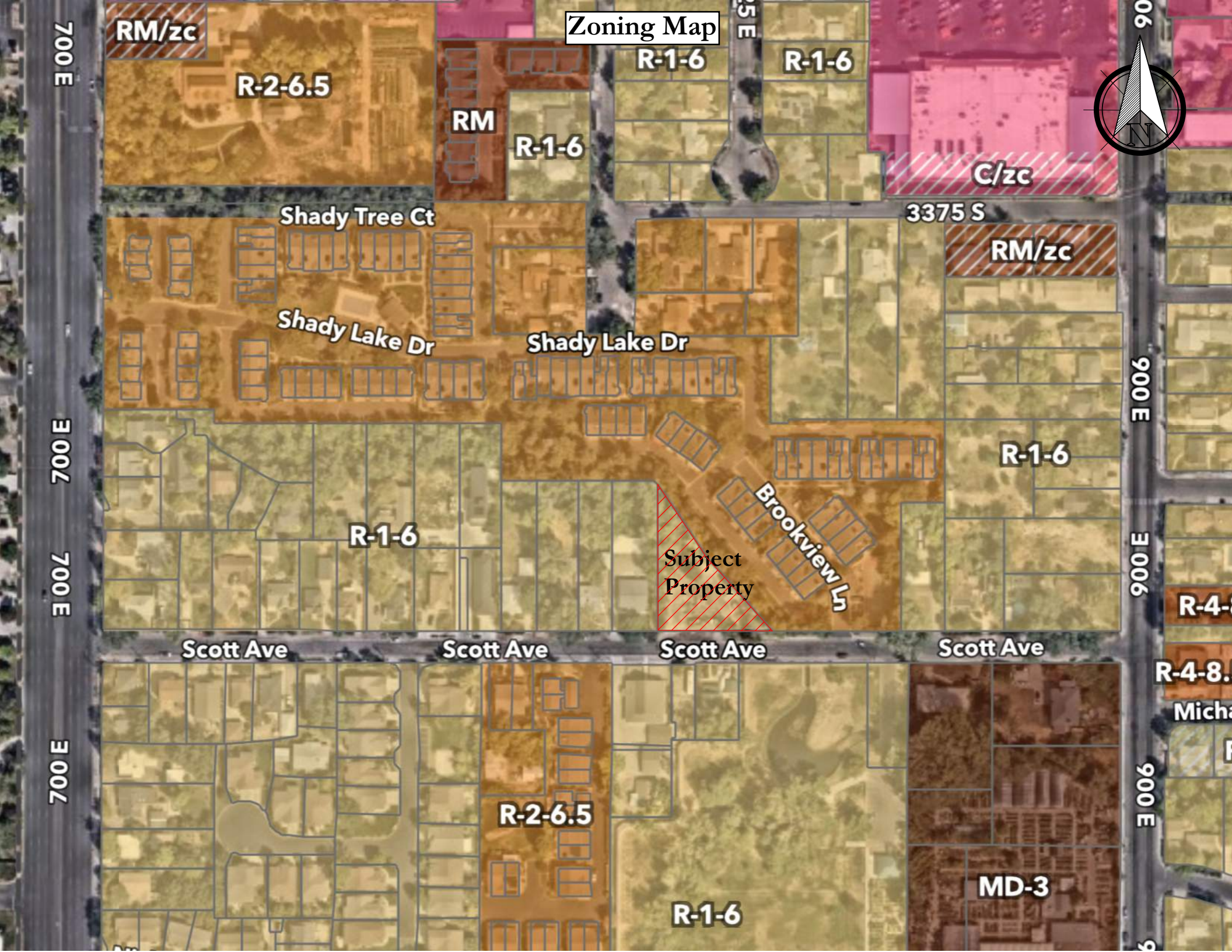
a. A 10 wide public utility easement located parallel to and abutting Scott Avenue right-of-way.
b. A creek access and maintenance easement along the Millcreek waterway in favor of Salt Lake County Flood Control.
c. A twenty-foot-wide (20')~~5~~- trail access easement in favor of Millcreek City, as measured from the west concrete creek channel wall, as it affects the subject property.

e. **Design -** In addition to the standards contained within the R-4 Zone, all buildings shall be designed and constructed to resemble the character of a single-family structure. All habitable structures shall include the following design elements:
   i. Minimum 60 square foot front porches accessed from the primary entrance of each unit.
   ii. Minimum 50% of the front façade shall be living space.
   iii. Subservient garages (5 feet behind the front porch or façade of the living space) and/or garages shall be located to the side or rear of the residential structure.
   iv. Only one front door per building is allowed to face the public right of way.
   v. Minimum 5:12 roof pitches
   vi. Exterior materials shall be naturally colored and limited to traditional brick, stone, fiber cement siding. Stucco may be used as an accent material and shall not exceed twenty-five percent (25%) of the exterior facade.

The Millcreek Planning Commission held a public hearing on March 18, 2026. Upon receiving public comment and considering the proposal, Commissioner Lofgren moved to recommend approval of file number ZM-25-003, to the city council to remove an existing zone condition [pertaining] to single family uses, rezone 0.40 acres of property located at 815 East Scott Avenue from the R-1-6 zone to the R-4 zone, and subject the property to a development agreement with certain terms per any of the use and density, ownership, landscaping and building design, as presented; [and include] reduce the porch to a minimum of 60 square feet, limit the stucco to 25%, and subject to a review of the cutting down of trees and recommendation by an arborist. Commissioner Reid seconded - **The motion passed unanimously**.

SUPPORTING DOCUMENTS

- **Zoning Map**
- **Land Use Map**
- **Proposed Site Plan**
- **Proposed Elevations**
- **2022 & 2026 Traffic Count Tables**
- **Applicant's Letter of Intent and Neighborhood Meeting Summary**
- **3/3/26 Open House Comments**
- **Proposed Development Agreement**
- **Ordinance – Rezone**
- **Ordinance – Development Agreement**


Zoning Map
RM/zc
R-2-6.5
RM
R-1-6
R-1-6
R-1-6
C/zc
Shady Tree Ct
3375 S
RM/zc
Shady Lake Dr
Shady Lake Dr
R-1-6
R-1-6
Brookview Ln
Subject Property
Scott Ave
Scott Ave
Scott Ave
Scott Ave
R-2-6.5
R-1-6
MD-3
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700 E
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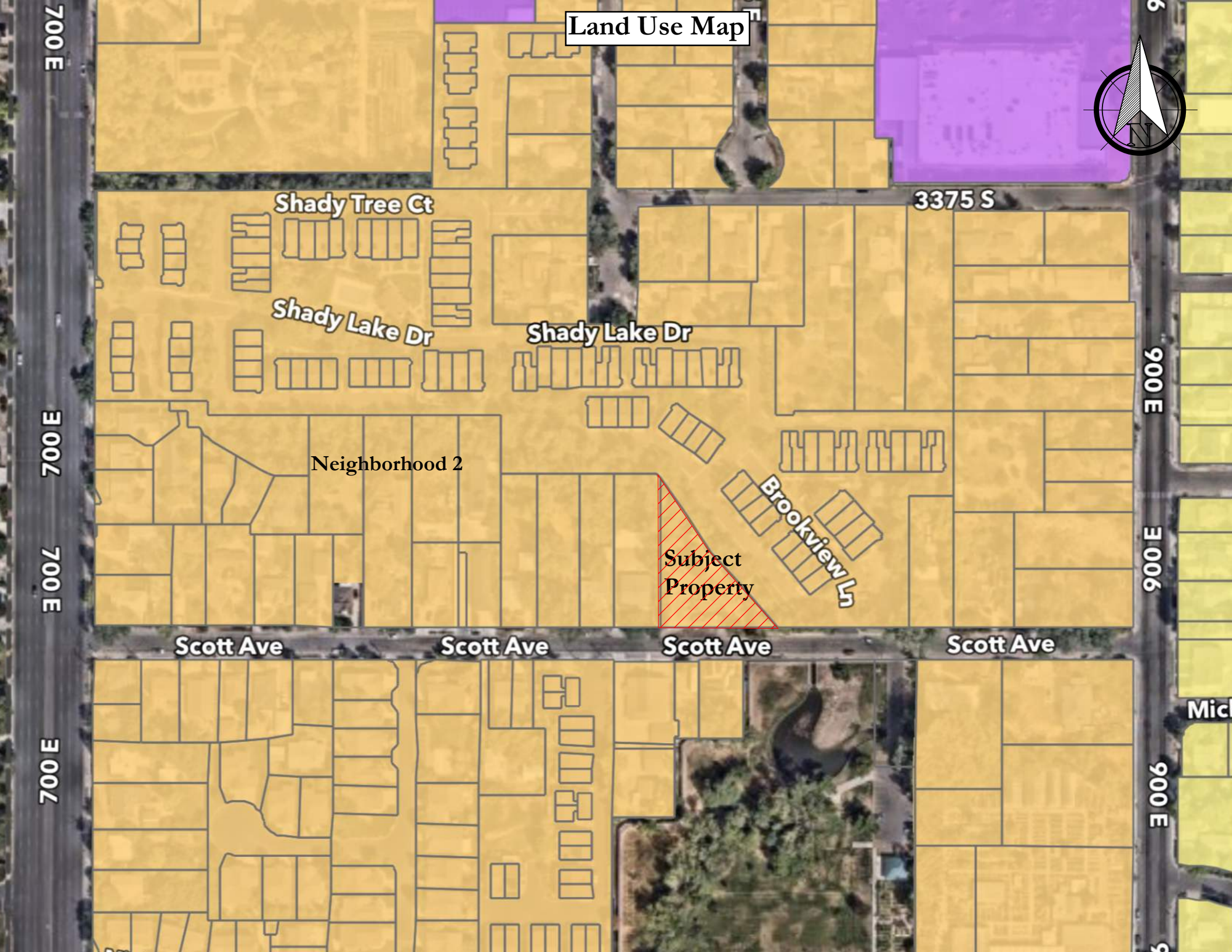
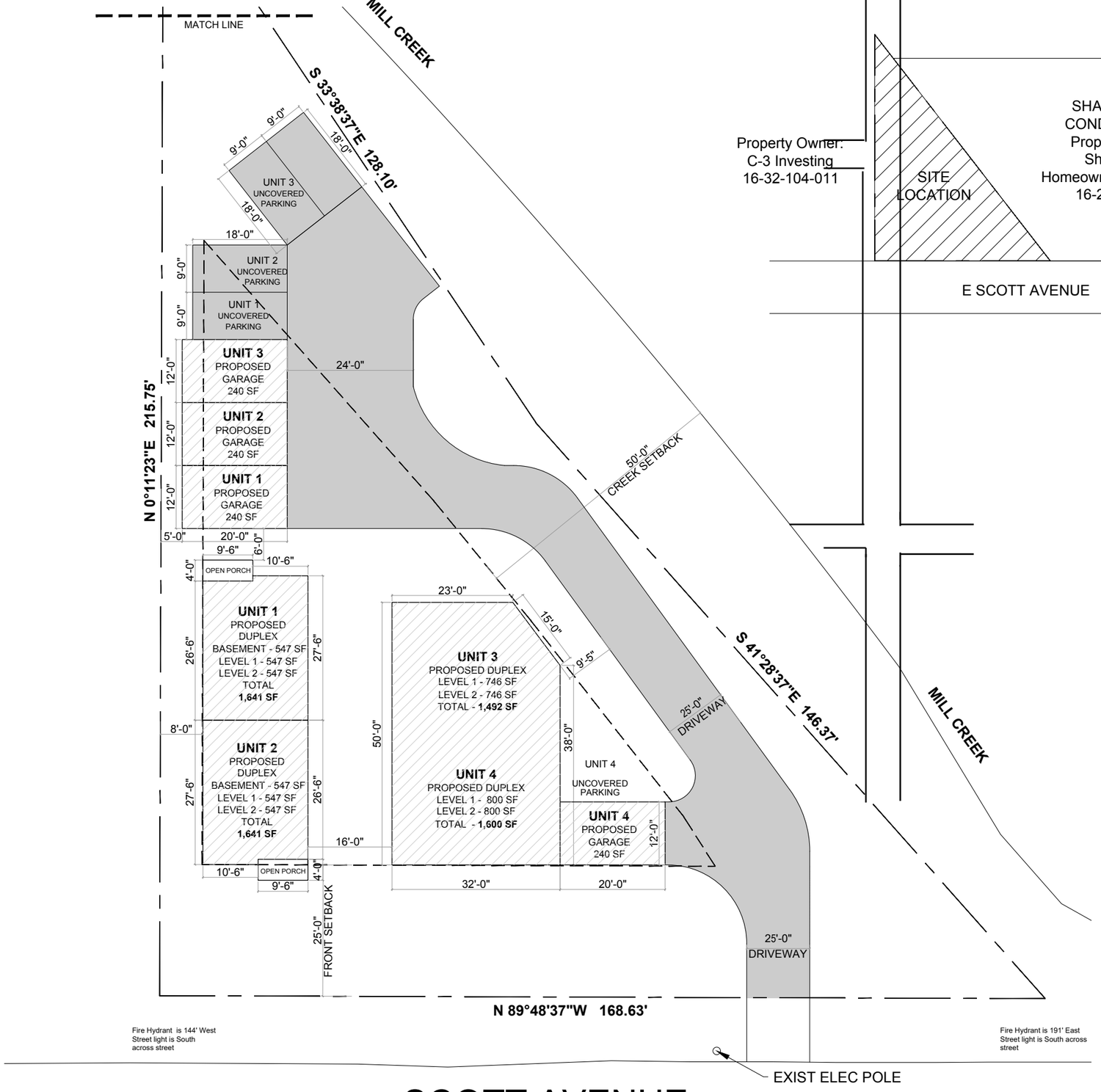
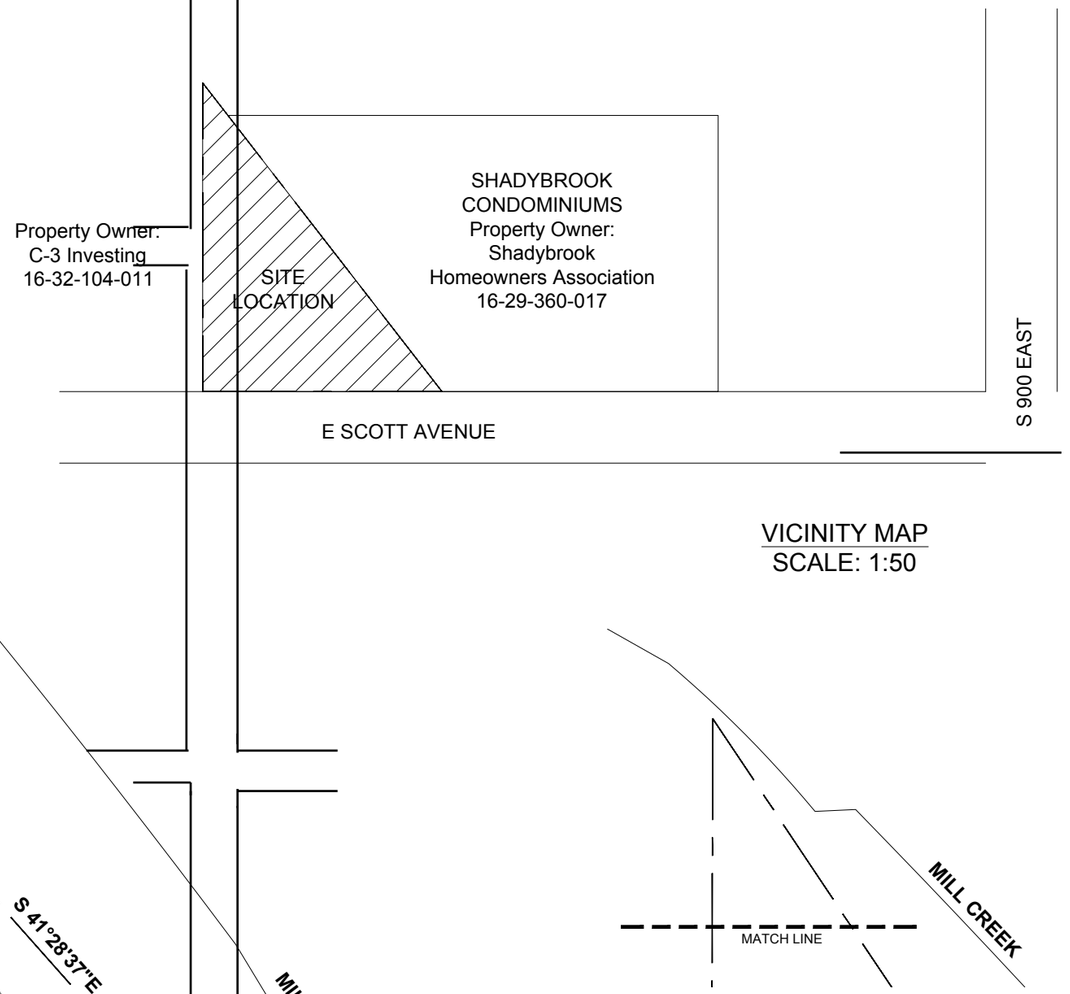
900 E
900 E
900 E


Land Use Map
Shady Tree Ct
3375 S
Shady Lake Dr
Shady Lake Dr
Neighborhood 2
Brookview Ln
Subject Property
Scott Ave
Scott Ave
Scott Ave
Scott Ave
700 E
700 E
700 E
700 E
900 E
900 E
900 E
900 E
N

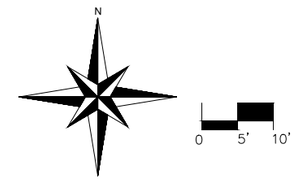




VICINITY MAP
SCALE: 1:50

PROPOSED SUBDIVISION 1	PROPOSED SUBDIVISION 2
ONE DUPLEX	ONE DUPLEX
ZONE R-2	ZONE R-2
8,029 SQ FT LOT	8,884 SQ FT LOT
2,361 SQ FT BUILDING FOOTPRINT	1,786 SQ FT BUILDING FOOTPRINT
29% LOT COVERAGE	20% LOT COVERAGE

Legal Description:
COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD SUR; N 215.75 FT; S 33^50' E 128.1 FT; S 41^40' E 146.5 FT; W 167.2 FT, M OR L TO BEG. 3918-26,-29 3918-0030 5841-0343 6079-0800 6292-2628 6305-1970 6451-0690 7379-0800 7964-2876 8372-0433



JLEIGH
DESIGN

815 E SCOTT AVE.
MILLCREEK, UT 84106

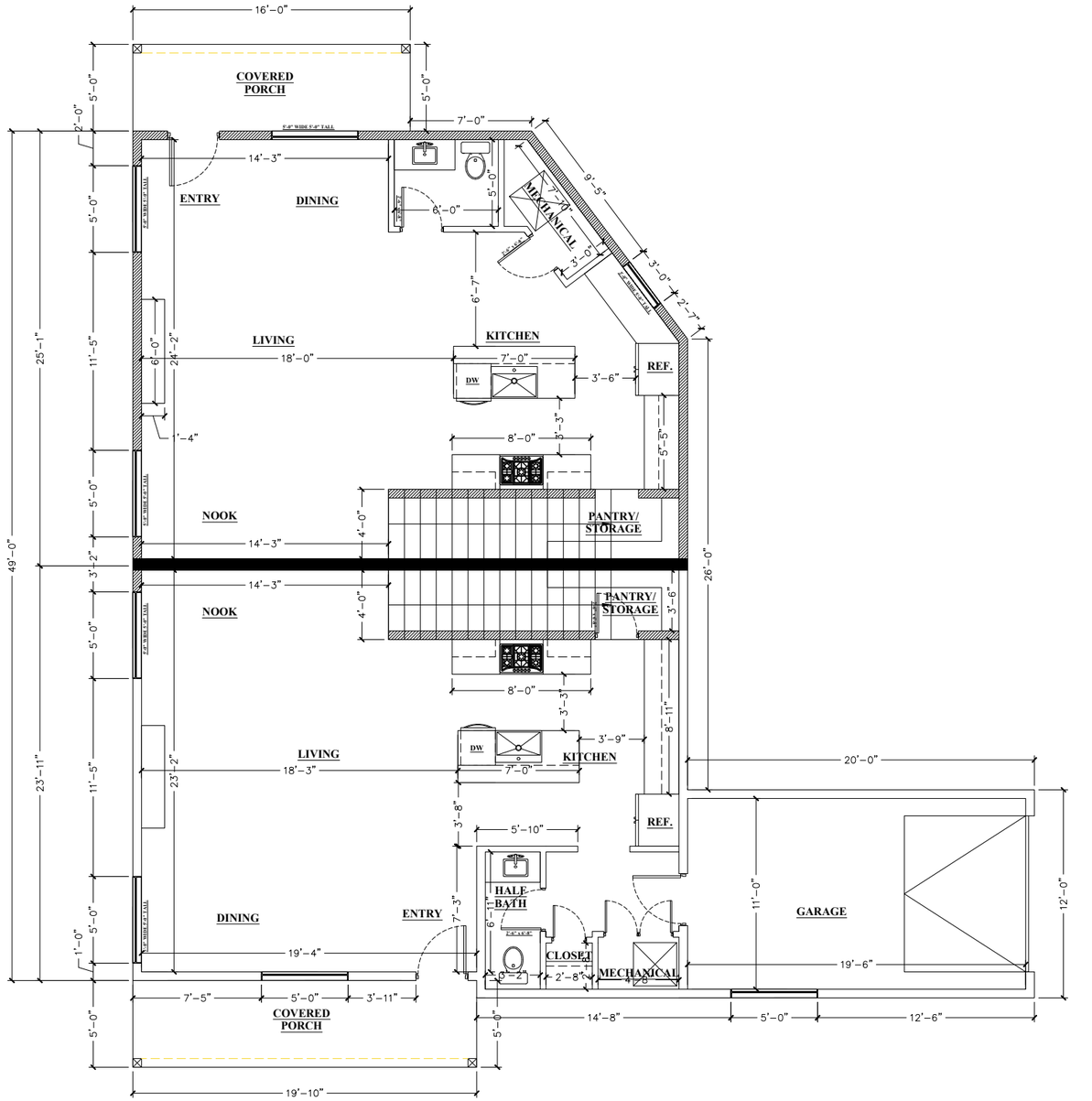
DATE	
FEBRUARY 23, 2026	

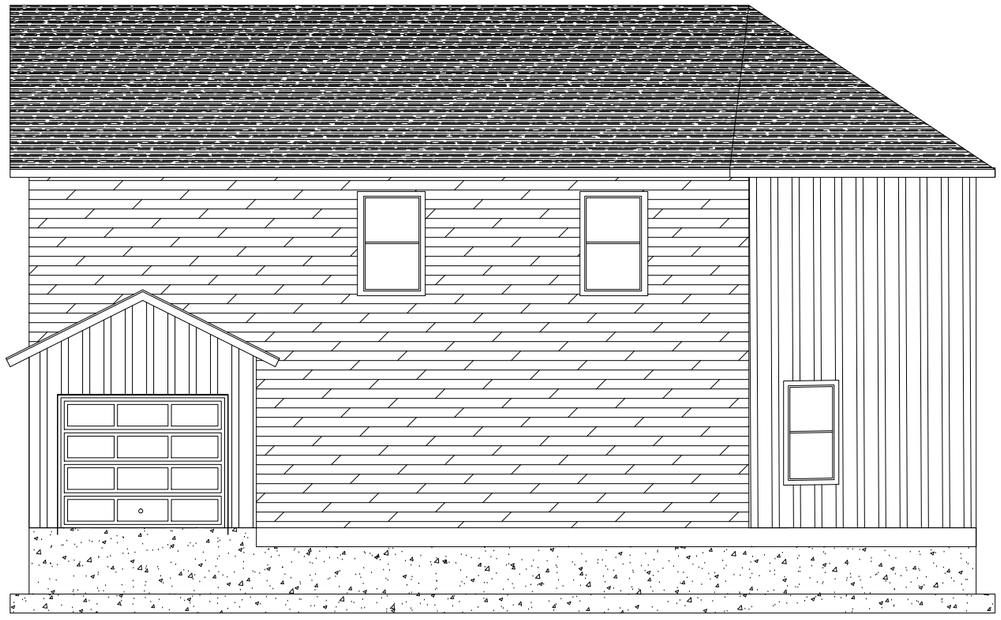
NOTE 1:
THIS SITE PLAN IS BASED ON CLIENT-PROVIDED DOCUMENTS, SUCH AS TAX MAPS, SURVEYS AND TITLE DOCUMENTS. AULAIRE DESIGN DOES NOT WARRANT THE INFORMATION HEREIN IS COMPLETE NOR FREE FROM ERROR. THE INFORMATION IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND.

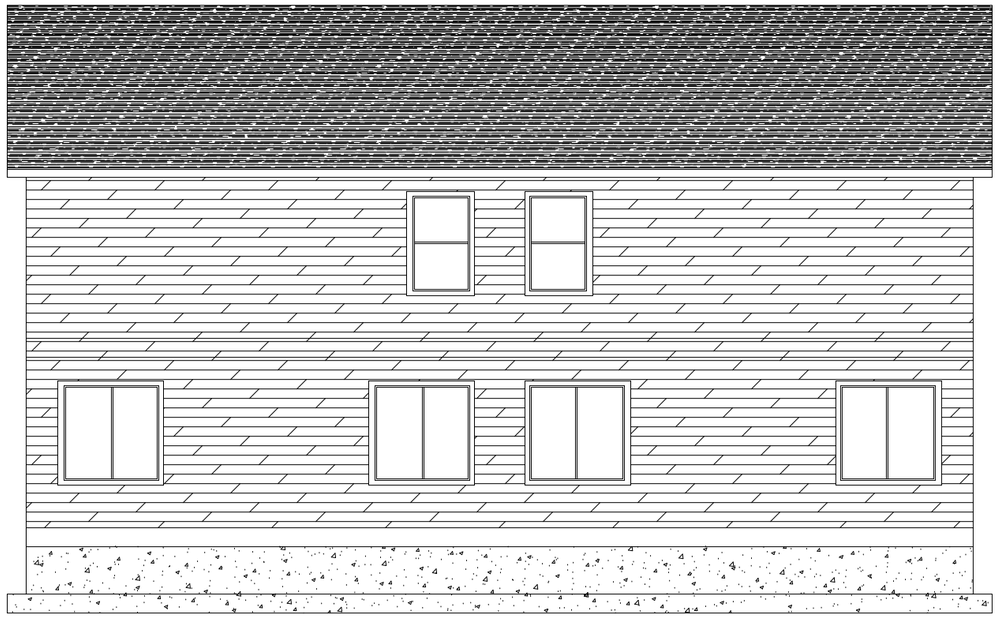
SCALE 1:10

PROPOSED
SITE PLAN

L-1


16'–0"
COVERED PORCH
5'–0"
2'–0"
5'–0"
7'–0"
5'–0"
14'–3"
ENTRY
DINING
6'–0"
5'–0"
MECHANICAL
7'–0"
3'–0"
9'–5"
3'–0"
2'–7"
6'–7"
LIVING
KITCHEN
18'–0"
7'–0"
DW
3'–6"
REF.
5'–5"
1'–4"
8'–0"
3'–3"
NOOK
PANTRY/ STORAGE
14'–3"
4'–0"
NOOK
PANTRY/ STORAGE
14'–3"
4'–0"
8'–0"
3'–3"
3'–6"
26'–0"
49'–0"
25'–1"
23'–11"
11'–5"
24'–2"
23'–2"
LIVING
18'–3"
DW
7'–0"
KITCHEN
3'–9"
8'–11"
20'–0"
3'–8"
5'–10"
REF.
HALF BATH
6'–11"
7'–3"
DINING
ENTRY
19'–4"
1'–0"
5'–0"
11'–0"
GARAGE
19'–6"
12'–0"
7'–5"
5'–0"
3'–11"
COVERED PORCH
14'–8"
5'–0"
12'–6"
19'–10"
CLOSET
2'–8"
MECHANICAL
4'–8"
5'–0"
5'–0"
5'–0"
2'–0"
5'–0"
5'–0"
5





ELEVATION

1/4" = 1'-0"

0 2' 4' 8'

MOUNTAIN RIDGE
CUSTOM HOMES & DESIGN

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TITLE:
BLUTH PROJECT

LOCATION:
SALT LAKE COUNTY

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT MANAGER:	---
DESIGNER:	DAB
DRAWN BY:	DAB

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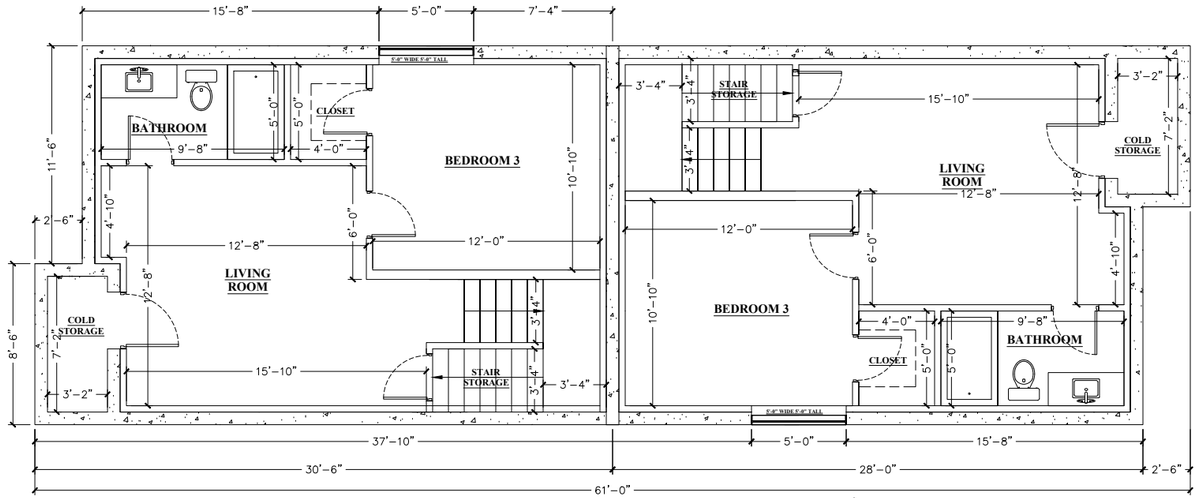
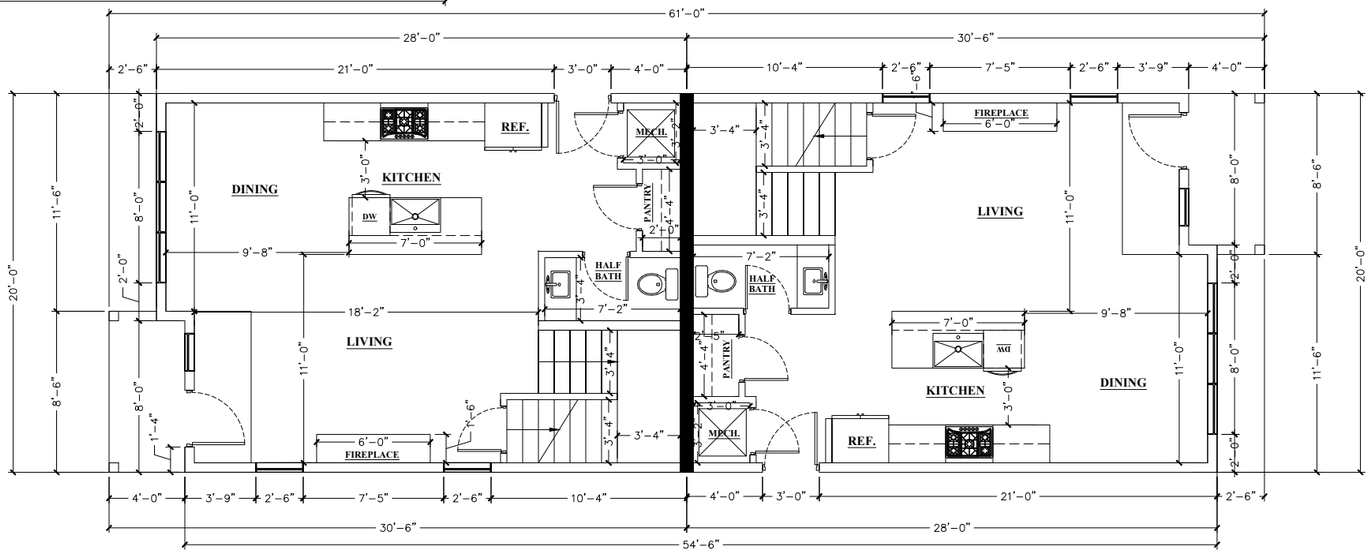
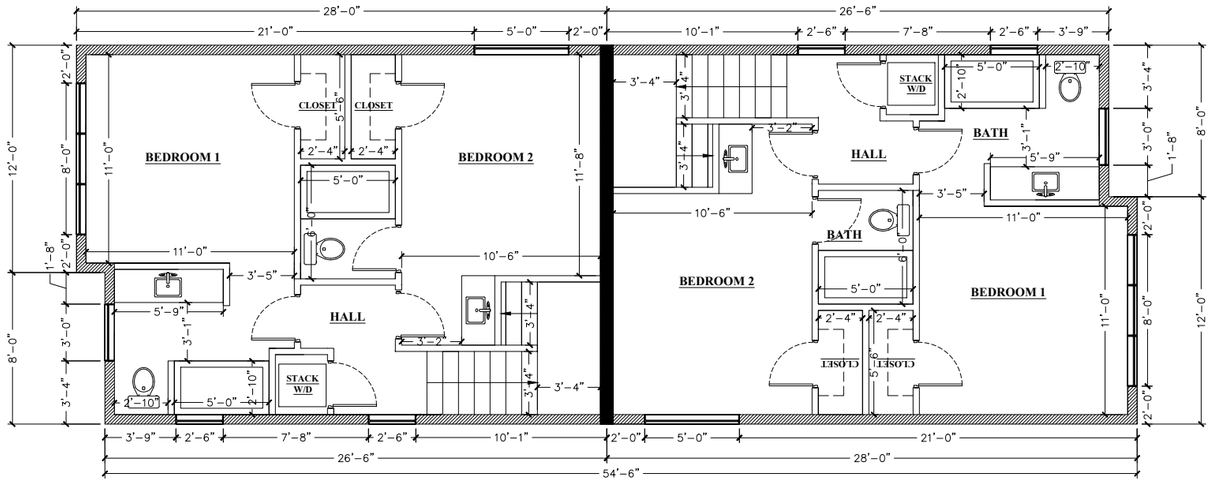
SCALE:	REFER TO PLANS
JOB #:	100

DRAWING TITLE:
MAIN
FLOOR PLAN

SHEET NO.
A-101







FLOOR PLANS

1/4" = 1'-0"

0 2' 4' 8'

MOUNTAIN RIDGE
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SCALE:	REFER TO PLANS
JOB #:	100

DRAWING TITLE:
UPPER
FLOOR PLAN

SHEET NO.
A-102

ELEVATION

1/4" = 1'-0"

0 2' 4' 8'

MOUNTAIN RIDGE
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LOCATION:
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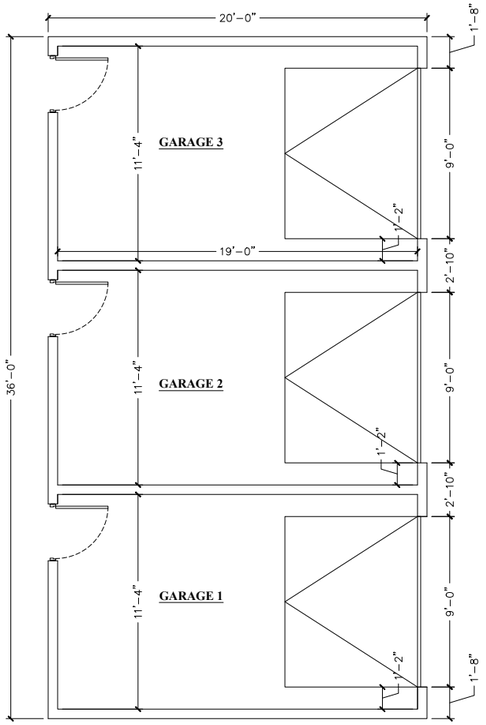
SCALE:	REFER TO PLANS
JOB #:	100

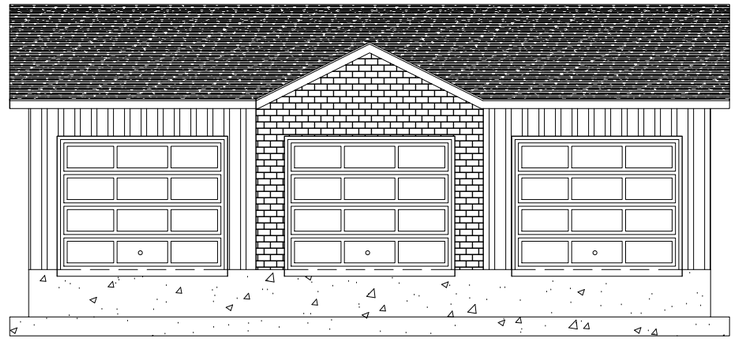
DRAWING TITLE:

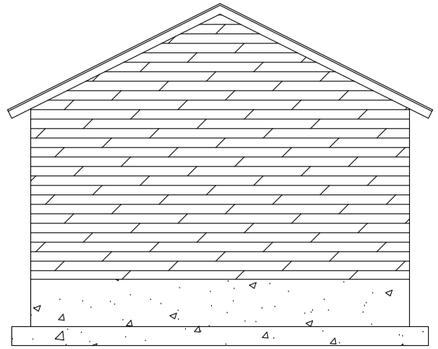
ROOF PLAN

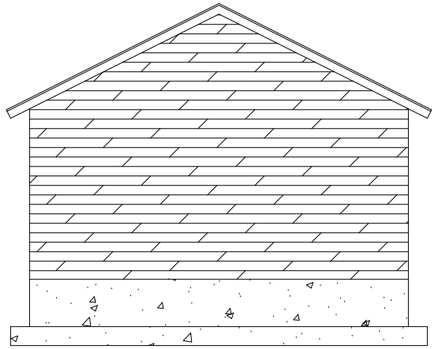
SHEET NO.

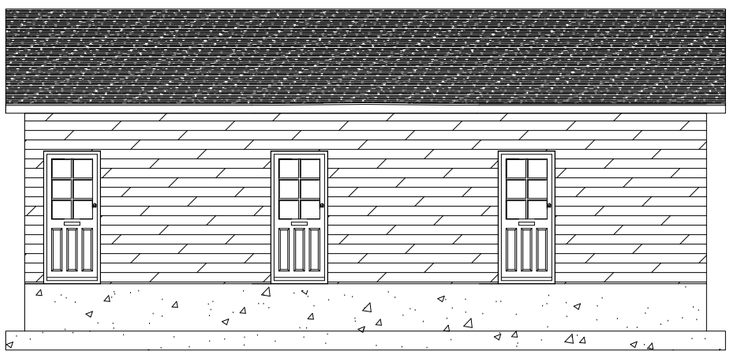
A-103











MOUNTAIN RIDGE
CUSTOM HOMES & DESIGN

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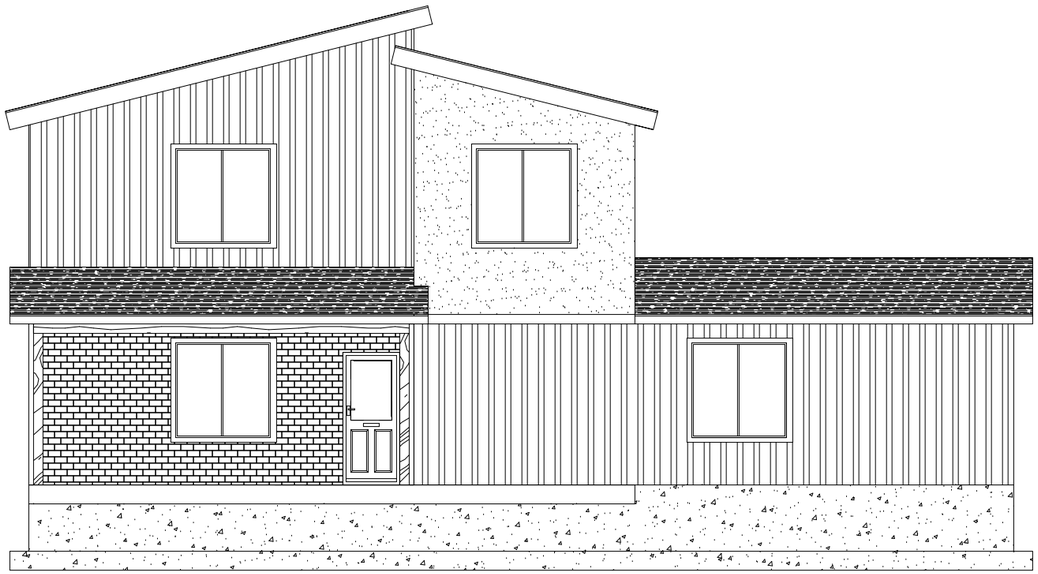
SCALE: REFER TO PLANS
JOB #: 100

DRAWING TITLE:
STRUCTURAL WALL PLAN

SHEET NO.
A-104



SYSTEM RUN PLAN

1/4" = 1'-0"

0 2' 4' 8'

MOUNTAIN RIDGE
CUSTOM HOMES & DESIGN

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BLUTH PROJECT

LOCATION:
SALT LAKE COUNTY

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT MANAGER:	---
DESIGNER:	DAB
DRAWN BY:	DAB

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SCALE:	REFER TO PLANS
JOB #:	100

DRAWING TITLE:
SYSTEM RUN
PLAN UPPER FLOOR

SHEET NO.
A-105

Counters were out in July 2022
825 E Scott Ave EB
ADT 490
Peak – PM 51 Vehicles 5p to 6p (less than one car a min)
85th Percentile Speed – 29MPH
825 E Scott Ave WB
ADT 413
Peak – PM 35 Vehicles between 5p to 6p
85th Percentile Speed – 30MPH

Counters were out in February 2026
825 E Scott Ave WB
ADT – 401
Peak – AM 42 vehicles between 7a to 8a (0.7 vehicles per min)
85th Percentile Speed – 29MPH
825 E Scott Ave EB
ADT – 450
Peak – PM 54 vehicles between 5p to 6p (0.9 vehicle per min)
85th Percentile Speed – 29MPH
760 E Scott Ave WB
ADT – 420
Peak – AM 45 vehicle between 7a to 8a (0.7 vehicles per min)
85th Percentile Speed – 29MPH
760 E Scott Ave EB
ADT - 489
Peak – PM 61 Vehicles Between 5p to 6p (1.0 vehicles per min)
85th Percentile Speed – 27MPH

Rezoning Map Application Documents
Bluth Group Duplexes
February 17, 2026

Letter of Intent
Zoning Map Amendment
Bluth Group Duplexes

815 E. Scott Ave is a unique triangular-shaped parcel. Its eastern boundary borders the beautiful Millcreek stream. The property is sandwiched between a duplex multi-family unit and multiple fourplex row houses.

A quaint single family residence cottage was built in 1909 and a detached two-car carport occupied the spacious .39-acre lot. Due to dilapidation of the home and property, the home and carport were demolished in August 2025. The lot is currently vacant.

The development's duplexes and large landscape lot will be attractive to folks who desire open space, live across the street from a beautiful city park and not in the cramped vicinity of a complex of multiple side by side units. The proposed development provides distinctive & unique quality dwellings rarely found in this part of Millcreek.

This project's future land use objective is to provide housing aligned with Millcreek's General Plan for the neighborhood. Millcreek's General Plan identifies the location as Neighborhood 2 or medium density multi-family units. Since the lot is spacious, the property density would permit the construction of two delightful duplexes that blend with the adjoining property owners and with the townhomes across the street to the South. The density will be deed restricted to the same density requirements as a zone R-2-6.5

The proposed lot use requires a zoning map amendment from single family residence (R-1) to two household residential zoning (R-4C). The proposed duplexes will be built on a 16,913 square foot (.39-acre) lot. The lot coverage will be 22% with a 3,676 sq foot dwelling footprint. A detached three bay covered garage will be constructed in the Northern behind the dwellings. There will also be an attached fourth covered single car garage. Four uncovered car parking spaces will be constructed primarily in the Northern most point of the lots behind the duplexes. The appearance (elevation) of the proposed duplexes are designed to blend in with neighboring single family residential housing. Three units will be sold, and all units will be owner occupied—no rentals. The development provides living space for folks who will enjoy being surrounded by beautiful open-space landscaping.

Rezoning Rationale Summary
Bluth Group Duplexes

Millcreek city council and mayor approved the Millcreek City General Plan in 2022. The General Plan designates the desired future land use lots on Scott Ave and the surrounding neighborhood. Millcreek City Future Land Use Map identifies 815 E Scott Avenue, the proposed development site, as a "Neighborhood 2" category.

The primary land use of a "Neighborhood 2" is described in the Land Use Framework table as follows, "Primary: Single-family detached homes on smaller lots, duplexes,..." (Millcreek General Plan, 2022, p. 17). The proposed development will construct two duplexes on the large lot that will blend in nicely with the other duplexes, townhomes, multiplex and single-family dwellings in the neighborhood. The duplexes have the appearance of a single-family residence because the units will be built North and South facing Scott Ave with one front door entrance. The development is across the street from the beautiful Scott Avenue City Park.

The proposed duplexes will be built on a 16,913 square foot (.39-acre) lot. The lot coverage will be 22% with a 3,676 sq foot dwelling footprint. There are multiple different structures in the vicinity of the proposed development that reside in three different zones (R-1 & R-2 & R-4). The proposed development will comply with the R-4C density code requirements. The deed will restrict the density to the same requirements as a R-2.

The following summary information addresses the Millcreek Together General Plan Essential Questions for Zoning, Development Agreements, and City Initiatives as set forth in the following sections:

Sections 3.1.7 Unique Neighborhood theme

1. Support adopted and relevant small area and neighborhood plans and stay within the existing mass, scale, and height of the immediate neighborhood?

   The proposed zoning map amendment will maintain the neighborhood plan because the neighborhood is currently a mixed zone of R-1, R-2 & R-4 dwellings. The duplexes have single front door entrances, and the elevations provide the appearance of single-family residences. The following are descriptions of the neighborhood dwellings.

   The adjoining property to the North and the East has a Two Household Residential (R-2-6.5) zone consisting of fourplex row condominiums (16 two story units). (792-816 E Shady Creek Place & 3420-3436 S. Brookview Ln) The property is associated with the Shadybrook Homeowners Association.

   The property slightly to the South (across the street) has a Two Household Residential (R-2-6.5) zone consisting of eleven duplex condominiums. The property is associated with the Scottbrook Condominium Group.

   The adjoining property to the West has a Single-Household Residential (R-1-6) zoning consisting of a Duplex structure (811-813 E Scott Ave). This property is leased to multiple residents by its owner C-3 investing LLC.

3451 S 900 E has a multiplex dwelling on a .25-acre lot (R-4-8.5)

3459 S 900 E has a fourplex dwelling on a .20 acre lot (R-4-8.5)

777 E Scott Ave has a dilapidated property that currently has a cease-and-desist order preventing unpermitted remodeling (R-2-6.5).

751-765 E Scott Ave is a single-story multiplex structure in a Single Household Residential (R-1-6)

771 & 773 E Scott Ave are narrow, but lengthy flag lot single-family residential homes (R-1-6.5)

798 & 800 E Scott Ave (directly South of the proposed development) is a flag lot consisting of two single-family residential homes (R-1-6.5).

2. Positively contribute to a diversity of affordable housing choices?
The two duplexes provide unique North/South facing duplexes that are sparse in the area. The four units will be sold with the intention that they will be owner occupied and not rental units.

3. Support the redevelopment of blighted and/or underperforming properties?
The duplexes substantially improve the previous condition of the property. The old, dilapidated structure and the rickety detached carport have been removed. The poorly maintained property that was damaging neighboring property and safety hazardous landscaping has been cleaned up.

Section 3.5.7 Health and Environment theme

1. Support the overall focus on the Health and Environment theme?
The demolition of the dilapidated home, carport and the vastly overgrown vegetation contributes to the improved safety, well-being and beauty of the neighborhood.
2. Protect or expand Millcreek's urban tree canopy?
Yes, trees will be planted and beautifully designed landscaping.

Section 3.6.7 Outdoor Lifestyle theme

1. Positively contribute to the safety, security and well-being of residents, and those who use park or open space facilities and contribute to the connectivity within and between neighborhoods, particularly for walkability? Yes.
There is currently no curb & gutter, but the development will install them and pour sidewalk to connect to the neighboring sidewalk. Fifty feet of open space along Millcreek stream will be structure free.

The following sections are not applicable to the proposed development:
Section 3.2.7 Plan's Thriving Economy theme; Section 3.3.7 Vibrant Gathering Places Vision
Section 3.4.7 Enhance Connectivity theme; Section 3.7.7 Enriched Culture Theme

Legal Description
Bluth Group Duplexes

Legal Description of the property:

COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD SUR; N 215.75 FT; S 33^50' E 128.1 FT; S 41^40' E 146.5 FT; W 167.2 FT, M OR L TO BEG. 3918-26,-29 3918-0030 5841-0343 6079-0800 6292-2628 6305-1970 6451-0690 7379-0800 7964-2876 8372-0433

Parcel 16-32-104-012-0000
815 E. Scott Avenue, Millcreek, UT, 84106

Current Millcreek Zoning Map Designation & Present Use of Property

The current zoning map destination is single-family residential (R-1).

Present Use of Subject Property

815 E. Scott Avenue, the lot, is currently vacant.

Summary of the Required Pre-application Meeting

The Development Review Consultation (DRC) took place on January 21, 2026. Brad Sanderson, City Planner Manager, conducted the meeting. Eric Bluth represented Bluth Group, LLC, the property owner.

Engineering Comments—See DRC Page 1
Required submittals with application—Geological Hazards Assessment: Liquefaction Potential Study, Geotechnical Report; ALTA/NSPS Land Title Survey; Storm Drain Calculations.
Prior to approval—Conveyance of Easements, Salt Lake County Flood Control Permit, Storm Water Maintenance Agreement

Unified Fire Comments—See DRC Page 3 Site plan
The 150 foot requirement for emergency vehicle turn around is not applicable because Brad Sanderson measured on the site plan the furthest back structure on the lot to be 125 feet. Fire Marshal verbally concurred. No fire sprinklers required for IRC. Duplexes comply with IRC. Building address must be visible. Minimum fire hydrants and fire flow requirement for two-family dwellings must be met.

Building Department Comments—
Surface Fault Survey required, UFA & SLC approvals and permits outside Millcreek, IRC does not require fire sprinklers. Duplexes comply with IRC. Impact fees and building permit application process information provided.

Water Department Comments—See DRC Page 3 Site Plan

Neighborhood Rezone Meeting Summary
Bluth Group Duplexes Proposed Development

On January 31, 2026 Bluth Group, LLC mailed invitations and notices to 183 property owners as per Millcreek code for public meeting notices. The names and addresses were supplied by Millcreek planning department.

Meeting Details: Date: February 9, 2026 Time: 5:00 p.m. – 7:00 p.m.
Location: Granite Library, 3331 S 500 E, South Salt Lake, UT 84106

I. Statement summarizing the topics discussed at the meeting.
The meeting began with and frequent reference to the following images & photos:

1. a bird's eye view of the triangular property and the surrounding neighborhood;
2. The current R-1 and R-2 residential zones in the neighborhood;
3. An elevation view of condition of the home and property, 2000-2011;
4. An elevation view of the dilapidated condition of the home and property, 2024;
5. An elevation view of the proposed West duplex and the East duplex;
6. A preliminary site plan.

Discussion Topics

a. Off-street parking

The number of on-site parking stalls and garages on the proposed development, visitor parking, available street parking, and neighbors approaching Millcreek to install no parking signs. Objection to the development because there is insufficient parking for the Scott Ave Public Park and that adds to congestion onto Scott Ave.

b. Current & potential increase in traffic and congestion on Scott Ave.

Residents have serious concerns about the dangerous drivers who speed through the neighborhood to get to and from 700 East to 900 East. The poor condition of the road. Residents approaching Millcreek to install speed bumps.

c. Home demolition & landscape maintenance—Millcreek code violations

Information shared about the multiple code violations regarding the dilapidated home and the poorly maintained landscaping over the past decade. The removal of the weeds, trees, shrubs and vegetation that were serious safety concerns, dead, unhealthy, causing property damage or in violation of Millcreek landscape maintenance codes. The demolition of the home to bring the property into compliance with Millcreek code. The demolition permit issued by Millcreek. Future landscaping to be designed by a certified landscape architect. Appreciation for the property owner for taking responsibility to clean up the property.

d. The development of the lot

Residents inquired about the reason for duplexes instead of one or two single family residences and the lot subdivision. Neighbors expressed disapproval of two duplexes primarily based on concern for increased traffic. Information was shared about the limited and unique triangular footprint to build structures within and the 50-foot setback from Millcreek creek along the Eastern boundary, the financing of the project and ownership of the duplexes. An HOA agreement, renting, and owner-occupied housing were also addressed.

e. Flood zone, geological studies, and the channeling of the Millcreek creek.

f. The property owner's multiple attempts to sell the property in 2024-2025

II. Roster of all attendees.

Twenty-one individuals signed the roster and provided contact information. Two individuals chose not to sign but still attended and two email letters were read out loud.

1. Susan McKeever
2. Brad McKeever
3. Anna Papulak
4. Bonnie Cavill
5. Brad Spring
6. Barbara Spring
7. Jeff Grant
8. Kate Hanus
9. Fred Burmester
10. Susan Marks
11. Ben Curran
12. Doug Cluff
13. Ken Carlston
14. Michael Carlston
15. J. T. Cooper
16. Rebecca Bingham
17. Alisen Fluke
18. Jim Petermann
19. Chanse Polster
20. Ellen Danielee
21. Martin Ford

III. List of all property owners notified

CAVILL FAMILY TRUST	RAYMOND M COURTNEY	DAVID & ALICIA CLARKE
GEOFFREY & RACHAEL FLETCHER	ASHLEY IVERSON	HYONG TAE KIM
FOX DEN LLC	TRUST NOT IDENTIFIED	DELLENE P VINCENT
RUTH P OTTO	DANNY & SIOSILIA TUPUA	TRUE REAL ESTATE HOLDINGS
FLORI FAMILY TRUST	BP - 735, LLC	MILL CREEK PARK PUD
DAVID B ALLEN	LOGAN BENCH & ZACH BOWN	CORY JR ADAMSON
THOMAS D EDMUNDS	TRUST NOT IDENTIFIED	JAMES & BARBARA OSHUST
MAURICE F MALOUF	SHAWN E STEIDINGER	JAMIE SCOTT COOPER
MELISSA A EBLE	HARRISON PADGEN & KARA INGRAHAM	CHRISTOPHER & EMERY HUGHES
BRADY WHITEHEAD	WILLIAM H GILLMAN	EMILY A BAUMAN
KAY ELLEN WINDER	MIKE & MONICA GATES	SM TRUST
LM TRUST	VERNON G STEJSKAL	CORINNE & FRED EDWARDS
EMILY KINDRED	NATHAN COHEN & LAUREN ALAI	TERRY TORRES & EMELIA VASQUEZ
ANNETTE FLECKENSTEIN	LHH TRUST	KRISTIN ANNE GELEGOTIS
ANNA PAPULAK LIVING TRUST	TRUST NOT IDENTIFIED	KELLY EUSER & BENJAMIN LOSSER

SHADYBROOK HOA	THOMAS & PAMELA FARNWORTH	THOMAS HUGHES II MARTIN
NANASI KOLI & TANIELA O L PASI	RP MADRIGAL HOLDINGS	CANDICE & HUTCH JORGENSEN
ISATIS PROPERTIES, LLC	MIKE D LYONS	RYAN KANE& BRITTANY JURSIK
LP HEB	ZEPH SMITH	DICKSON FAMILY TRUST
RICHARD S DYATT	SERIES OF RADICAL PROPERTIES LLC	LYDIA HARVEY
KATE L HANUS & CASANDRA P TURNER	MILLCREEK PARKER TRUST	ROBERT W MACKINNON
ELIZABETH A BAUM	TRUST NOT IDENTIFIED	BRAD HOUGHTON
RYAN & SONDRA BOLANDER	RACHEL L BUCHANAN	BRENT & KATELYN KEIL
DAVID & ELEANOR ISAAC	THOMAS M GAFFNEY	WILLIAM J ALLEN
VALERY POZO	KATHRYN BURTON	CIONA A MACEWEN
LUKE A KIRCH	AMADOR JR RIVERA	DAWNA SHELLEY
TERESA WELCH & DEANNA WORTHINGTON	MARY GEEZE-CORLEY	RANDALL RICHINS
SCOTT & ROBYN S JOHNSON	TRUST NOT IDENTIFIED	AUSTIN BAILEY & DAVID BAILEY
ALEXANDER KATZ & VICTORIA HAKLAR	KATHLEEN W MACKIE	OKUMA SOVELIUS TRUST
DAVID R ALLEN	S LIV TRUST	LINDA H JACOBSEN
MONT ROGERSON	DOUGLAS D CLIFF	JSUT PROPERTIES, LLC
KARLIE & BENJAMIN CURRAN	KERI BURGESS	JOHNSON FAMILY TRUST
PORT OF CALL, LLC	DONICA WIGHT	ESTATE OF VINCENT VENTURA
JULIE JENSEN	CONNOR J HENNEBRY	QUINN & CANDACE CARSON
LAURA KEMPER	WANDING SHI	MARK E GRABL
JOAN M SULLIVAN	RONALD ELBERT ANDERSON	HARRY D MCREYNOLDS
NATHANIEL VIHN PHAM	THOMAS G LUTHY	NICHOLAS ALEXANDER GONZALEZ
PHOEBE BERGVALL	REBECCA BINGHAM	ROBYN DUNYON
CHAD KRUGER	VICKI L VERNON	MYANNA JEAN MOODY
BRYAN VAN ALLEN	MAXIMINIUMS, LLC	CRAIG TAYLOR NELSON
C-3 INVESTING LLC	MARK ALAN MATTHEWS	KRISTIN & M GENE LINDER
KELLI WITZEL & JASON ANDERSON	YARONG & DAYOU ZHAO	MARTIN &ALYSSA FORD

CHRISTOPHER W WADE	TIFFANY THANH NGUYEN	SCOTT AVENUE PARK PUD
DOUGLAS STELSING & SUSAN MARKS	PENG ZHANG & JIAXUAN LIU	COLONEL L & APRIL L PAYNE
RUSSELL SHAW & LISA PHIPPS	ANNABELLE & STEVEN RISENMAY	SCOTT AVENUE PARK PHASE 2
JEFF & KRIS KUEHNDAHL	ANDREA HELEN PULLOS	JASON & MAYLINDA DIGILIO
LINDA W SAVAGE	JEFF GRANT	PEGGY & WILLIAM KNIGHT
ELLEN & ROBERT BREEZE	PICKENS PROPERTIES LLC	KOON S SO
G.C. BENNETT	SCOTT AVENUE PARK PH 3	BYRON HENNEN & KAITLYN MCLELLAN
CHARISE LYNN POLSTER	SAUL SHAW FAMILY	JON C ROSS
WILLIAM J BRAUN	TWS TRUST	DIANA STUVER
TANYA M NAGAHIRO	JUDI LEHRMAN	RADFL TRUST
VALERIE DEL PORTO	ALEXANDRA BUTLER	RACHAEL THOMAS
JOANNE PARRISH	MARENE FOULGER	KATHY J ROBBINS
JIM R PETERMANN	WILLIAM SCHLANSKY	CHARLES A BOYD
ALISEN M FLUKE	BRUCE C BAWDEN	BYRON & KAREN H BURMESTER
HEIDI ORME & CHRIS BAUTNER	RACHEL E HODSON	MOLLY CREEL & JAMES STEED
MILLCREEK MANAGEMENT INC	BDS LIV TRUST	RUTH MACANGUS
LARENE & ROBERT BAUTNER	SALT LAKE COUNTY	BRADLEY D SPRING
THEODOROS ANASTASOPOULOS	JOANNE MATRAGOS	JOSEPH H TABISH
MARCUS & SARA QUINN TRAIL		

MILLCREEK
Community Council

March 10, 2026

Millcreek City Planning Commission
3330 S 1300 E
Millcreek, UT 84106

Re: Recommendations from the Millcreek Community Council – March 3, 2026, Meeting
For the March 18, 2026 Planning Commission Meeting

Dear Commissioners,

The Millcreek Community Council respectfully submits the following recommendations from our regular meeting held on March 3, 2026. These recommendations pertain to two applications scheduled for consideration at your March 18, 2026, meeting.

1. CUP-26-002 — Conditional Use Permit for Medical Spa

4212 S Highland Drive

After reviewing the application, reading the planner's report, and discussing the proposed use, the Community Council voted unanimously (6–0) to recommend approval of the conditional use permit. The applicant seeks authorization to operate a medical spa within the RM Zone, where non-residential uses require a CUP before operating. The Council found the use appropriate for the area and consistent with the RM Zone standards.

Recommendation: Recommend approval of the Conditional Use Permit as requested.

2. ZM-26-004 — Rezone, Development Agreement & Zone Condition

815 E Scott Avenue

The Council reviewed the request to rezone 0.40 acres from R-1-6 to R-4, along with the associated development agreement proposing two residential buildings comprising four total units. The Council also considered provisions intended to ensure thoughtful building design and individual ownership.

The Community Council voted unanimously (6–0) to recommend approval, with one specific consideration:

Recommendation: Recommend approval of the rezone, development agreement, and zone condition as presented, with additional consideration in the development agreement to ensure construction occurs within the building envelope on the west side of the property.

We appreciate the Planning Commission's continued collaboration with the Community Council and your thoughtful review of land-use items affecting our neighborhoods. Please feel free to contact us if additional clarification or input is needed.

Sincerely,

Millcreek Community Council

March 10, 2026

To: Millcreek Planning Commission
Millcreek Planning

Re: ZM-26-004 815 E Scott Ave.

Disclaimer: These comments are not from the East Mill Creek Community Council. This application was not discussed by the EMCCC and opinions expressed are entirely my own.

These comments relate only to requirements set forth in the Landscape Standards portion of the Millcreek Zoning Code specifically, MKZ 18.64.040, Tree Preservation Standards, and 18.64.140, Landscaping Along Natural Waterways.

Observations: In examining the property on Sunday, March 1, 2026 I observed that all mature trees had been removed. I do not know if this occurred prior to or after the present land use application was filed. There were wood chips remaining in the immediate area of a majority of the resultant stumps. I do not know if a tree removal permit was secured or if any of the other requirements of 18.64.040 were or should have been in effect.

My request is that any Development Agreement between the City and Landowner also include, 1) specific reference to the applicable Landscape Standards; 2) documentation of the removed trees to facilitate any necessary replacement pursuant to the Tree Replacement Table, 18.64-4; and 3) that the requirements of 18.64.140, Landscaping Along Natural Waterways be especially emphasized and occur prior to any occupancy permit be granted.

Sincerely,

/s/
Jamie Allyn

CC: Brad Sanderson

MILLCREEK, UTAH
ORDINANCE NO. 26-32

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT TO ALLOW A CERTAIN PROPERTY LOCATED AT APPROXIMATELY 815 EAST SCOTT AVENUE TO BE DEVELOPED AS 1) TWO RESIDENTIAL DUPLEX BUILDINGS (FOUR TOTAL RESIDENTIAL UNITS) EACH INDIVIDUAL OWNER-OCCUPIED, 2) TO ESTABLISH CERTAIN EASEMENTS, AND 3) TO ESTABLISH A SITE LAYOUT AND OTHER ARCHITECTURAL DESIGN CRITERIA

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on May 26th, 2026, to consider, among other things, an ordinance approving a Development Agreement pertaining to the development of 0.34 acres of real property located at approximately 815 East Scott Avenue; and

WHEREAS, the Utah Code Ann. § 10-20-101 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for the referenced property ("Development Agreement"); and

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

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

PASSED AND APPROVED by the Council this 26th day of May 2026.

M**ILLCREEK**

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-32: AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT TO ALLOW A CERTAIN PROPERTY LOCATED AT APPROXIMATELY 815 EAST SCOTT AVENUE TO BE DEVELOPED AS 1) TWO RESIDENTIAL DUPLEX BUILDINGS (FOUR TOTAL RESIDENTIAL UNITS) EACH INDIVIDUAL OWNER-OCCUPIED, 2) TO ESTABLISH CERTAIN EASEMENTS, AND 3) TO ESTABLISH A SITE LAYOUT AND OTHER ARCHITECTURAL DESIGN CRITERIA was adopted the 26th day of May 2026 and that a copy of the foregoing Ordinance 26-32 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2026.

_____
Elyse Sullivan, City Recorder

When recorded, return to:

Millcreek
Attn: Elyse Sullivan
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2026, by and between Eric Bluth, representing The Bluth Group LLC ("Developer"), for the land to be included in or affected by a potential development located at approximately 815 East Scot Avenue, referred to as the ("Property") within Millcreek Utah, a municipal corporation of the State of Utah ("City"). The Developer and the City are sometimes called the ("Parties").

RECITALS

WHEREAS, the Developer owns approximately 0.40 acres of real property located at 815 East Scott Avenue in Millcreek, Utah. A legal description of the Property is attached hereto as Exhibit "A", and

WHEREAS, the Property is zoned Single Household Residential R-1-6, and

WHEREAS, the Developer desires to rezone the entirety of the Property, as described in Exhibit "A," to the Medium Density Residential R-4 Zone, in effect as of the date of this Agreement, and

Whereas, the Parties desire that the Property be developed in a unified and higher standard pursuant to the terms and conditions of this Agreement

WHEREAS, the Developer intends to develop the Property consistent with the certain design criteria as identified in Exhibit "B" and in accordance with the concept plans as depicted in Exhibit "C" and

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

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

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

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-20-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

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

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

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

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

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

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

3.1.1. City's Future Laws/Ordinances. If the Developer provides notice of its intent to abide by the City's future laws/ordinances, then such future laws/ordinances shall apply to the Project for the remaining duration of the entire Project;

3.1.2 State and Federal Compliance. City's future laws, which are generally applicable to all properties in the City, and which are required to comply with State and Federal laws and regulations affecting the Project;

3.1.3 Codes. City development standards, engineering requirements and supplemental specifications for Public Works and any new editions or replacement thereof and any City's future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.1.4 Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully

imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated; or,

3.1.5 Fees. Changes to the fees for processing development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

3.1.6 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City.

3.1.7 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

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

5. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit "B," and as reasonably depicted within Exhibit C. The Project shall also comply with all requirements set forth in the minutes of the Millcreek Planning Commission and Millcreek meetings.

6. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements executed concerning the Property.

7. **Assignment.** Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by the Developer.

8. **No Joint Venture, Partnership, or Third-Party Rights**. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

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

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

TO DEVELOPER:	Eric Bluth The Bluth Group LLC 2598 W 12820 S Riverton, Utah, 84065
TO CITY:	Millcreek Cheri Jackson, Mayor 1330 E Chambers Ave Millcreek, Utah 84106

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

11. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall

be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

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

13. **Limitation on Recovery for Default – No Damages. IF THE PARTIES ARE NOT ABLE TO RESOLVE THE DEFAULT THROUGH GOOD FAITH NEGOTIATIONS OR THROUGH MEDIATION THEN THE SOLE REMEDY AVAILABLE TO A PARTY HEREUNEDER SHALL BE THAT OF SPECIFIC PERFORMANCE AND MASTER DEVELOPER, SUCCESOR DEVELOPER AND THE DEFAULTING PARTY SHALL NOT BE ENTITLED TO ANY CLAIM FOR ANY MONETARY DAMAGES INCLUDING BUT NOT LIMITED TO ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS AS A RESULT OF ANY BREACH OF THIS AGREEMENT OR FOR ANY OTHER REASON. PROVIDED, HOWEVER, THE CITY MAY DRAW ON ANY SECURITY POSTED OR PROVIDED IN CONNECTION WITH THE PROJECT AND RELATING TO REMEDYING OF THE PARTICULAR DEFAULT AND WITHHOLD ALL FURTHER REVIEWS, APPROVALS, LICENSES, BUILDING PERMITS AND/OR OTHER PERMITS FOR DEVELOPMENT OF THE PROJECT IN THE CASE OF A DEFAULT BY THE MASTER DEVELOPER, OR IN THE CASE OF A DEFAULT BY A SUCCESSOR DEVELOPER, DEVELOPMENT OF THOSE PARCELS OWNED BY**

THE SUCCESSOR DEVELOPER UNTIL THE DEFAULT HAS BEEN CURED.

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

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

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

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

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

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

Millcreek

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

DEVELOPER

By: _____

Title: _____

OWNER/DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the Managing Member of the _____, Limited Liability company and that the foregoing instrument was

duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

Exhibit A
(Legal Description)

Parcel No. 16-32-104-012

COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD SUR; N 215.75 FT; S 33°50' E 128.1 FT; S 41°40' E 146.5 FT; W 167.2 FT, M OR L TO BEG.

Exhibit B
(Design and Improvement Criteria)

The Developer shall develop the Property consistent with the design and improvement criteria as listed below:

1. **Use** - The development shall be limited to two duplex buildings, not to exceed four total units.

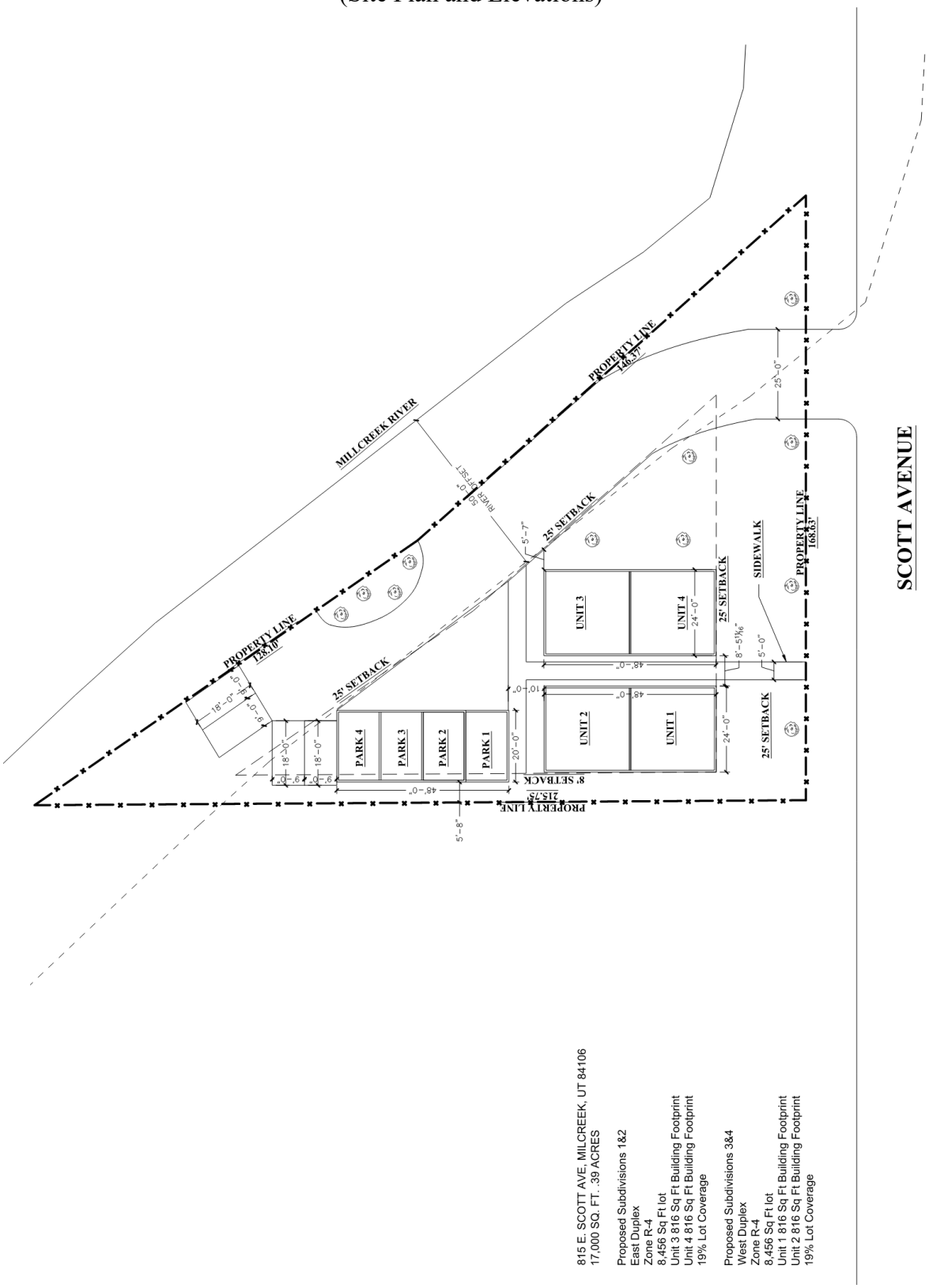
2. **Owner Occupancy** - The Property shall be subdivided via a subdivision plat to create "for sale" dwelling units available for individual ownership. Furthermore, each unit shall be 'deed restricted' to ensure ownership for a minimum period of 5 years from the date of the recording of this agreement, a copy of which is attached as **Exhibit E**.

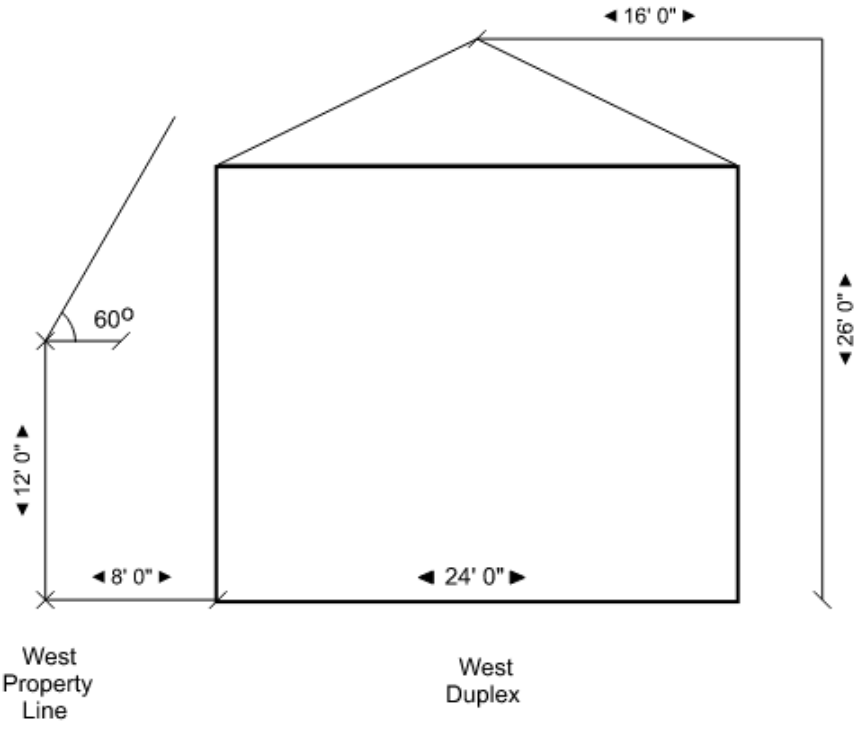
3. **Landscaping** – The property shall be landscaped according to the terms below and as conceptually depicted within **Exhibit D.**
   i. A minimum of twelve (12) 2" caliper trees shall be installed on the property to satisfy the tree preservation requirements set forth in MKZ 18.64.040.
   ii. In addition to the replacement trees, street trees shall be installed approximately every 40 linear feet within the park strip or within ten feet (10') of the Scott Avenue right-of-way.

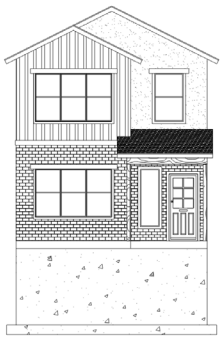
4. **Easements** – The following easements shall be shown/referenced on the recorded plat:
   i. A 10 wide public utility easement located parallel to and abutting Scott Avenue right-of-way.
   ii. A creek access and maintenance easement along the Millcreek waterway in favor of Salt Lake County Flood Control.
   iii. A twenty-foot-wide (20')~~5~~ trail access easement in favor of Millcreek City, as measured from the west concrete creek channel wall, as it affects the subject property.

5. **Design -** In addition to the standards contained within the R-4 Zone, all buildings shall be designed and constructed to resemble the character of a single-family structure. All habitable structures shall include the following design elements:
   i. Minimum 60 square foot front porches accessed from the primary entrance of each unit.
   ii. A minimum of 50% of the front façade shall be living space.
   iii. Subservient garages (5 feet behind the front porch or façade of the living space) and/or garages shall be located to the side or rear of the residential structure.
   iv. Only one front door per building is allowed to face the public right-of-way.
   v. Minimum 5:12 roof pitches
   vi. Exterior materials shall be natural-colored and limited to traditional brick, stone, and fiber-cement siding. Stucco may be used as an accent material and shall not exceed twenty-five percent (25%) of the exterior facade.

Exhibit C
(Site Plan and Elevations)







FRONT ELEVATION
1/4" = 1'-0"

MATERIALS LEGEND

- -STUCCO SIDING
- -BOARD AND BATTEN SIDING
- -STANDARD STONE SIDING (TYPE & COLOR TBD)
- -CONCRETE FTGS. & FOUNDATION

RIGHT SIDE ELEVATION
1/4" = 1'-0"

MOUNTAIN RIDGE
CUSTOM HOMES & DESIGN

DESIGN PROVISIONS SUCH AS TRUSS OR ENGINEERED BEAM LAYOUTS SHALL BE SHOWN ON THE CONSTRUCTION DOCUMENTS. ALL DESIGNS, DRAWINGS, ARCHITECTURAL WORK, AND COPIES THEREOF FURNISHED BY DALLIN BUILDING ARE AND SHALL REMAIN THE PROPERTY OF DALLIN BUILDING AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN PERMISSION OF DALLIN BUILDING. ANY UNAUTHORIZED USE OF THESE DRAWINGS AND SPECIFICATIONS IS PROHIBITED AND WILL BE AT THE SOLE RISK OF THE USER. ALL RIGHTS RESERVED.

TITLE: BLUTH PROJECT

LOCATION: SALT LAKE COUNTY

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT MANAGER:	--
DESIGNED:	DAB
DRAWN BY:	DAB

THESE DRAWINGS ARE THE PROPERTY OF DALLIN BUILDING AND ARE NOT TO BE REUSED, CHANGED, OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM DALLIN BUILDING.

REVISION:	DATE:	NOTES:
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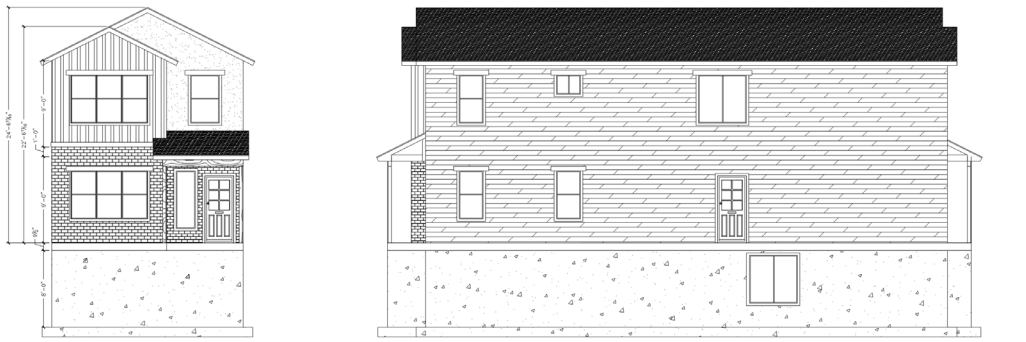
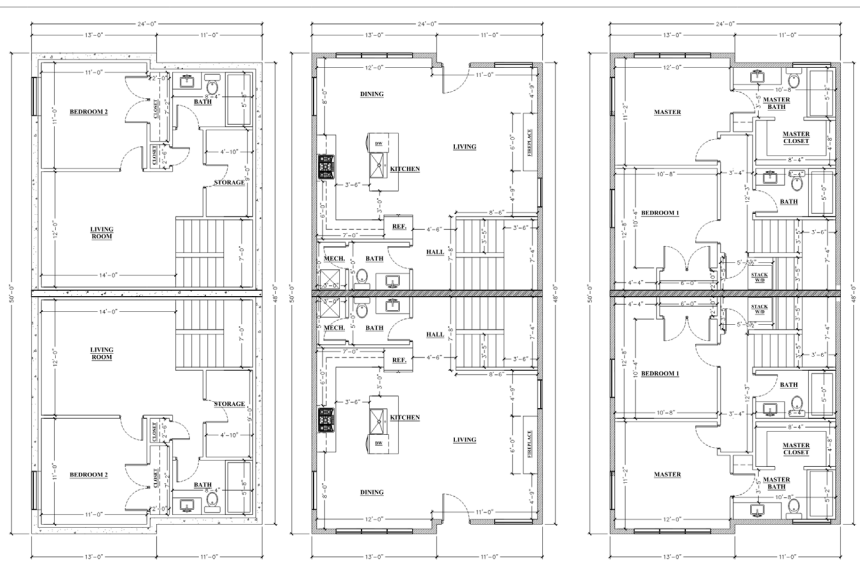
SCALE: REFER TO PLANS
JOB #: 100
DRAWING TITLE:
ELEVATIONS
SHEET NO.
A-200



ELEVATION

1/4" = 1'-0"

0 2' 4' 8'



SECTION CUTS

1/4" = 1'-0"

0 2' 4' 8'

MOUNTAIN RIDGE
CUSTOM HOMES & DESIGN

DESIGN PROFESSIONAL'S ELECTRONIC OR DIGITAL SEAL OR SIGNATURE AS EITHER APPEARS ON THE ELECTRONIC OR PAPER (HARD COPY) AS IT'S TRUE VERSION OF THIS DOCUMENT AS ORIGINALLY PUBLISHED BY DESIGN PROFESSIONAL. DESIGN PROFESSIONAL IS NOT RESPONSIBLE FOR ANY SUBSEQUENT MODIFICATION, ALTERATION OR UNAUTHORIZED USE OF SAID DOCUMENT. TO VERIFY THE VALIDITY OR APPLICABILITY OF THE SEAL OR SIGNATURE, CONTACT DESIGN PROFESSIONAL.

TITLE:
BLUTH PROJECT

LOCATION:
SALT LAKE COUNTY

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT MANAGER:	---
DESIGNER:	DAB
DRAWN BY:	DAB

THESE DRAWINGS ARE THE PROPERTY OF DALLIN BERGUNS, AND ARE NOT TO BE REUSED, CHANGED, OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM DALLIN BERGUNS.

REVISION:	DATE:	NOTES:
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SCALE: REFER TO PLANS
JOB #: 100

DRAWING TITLE:
ROOF PLAN

SHEET NO:
A-103

MOUNTAIN RIDGE
CUSTOM HOMES & DESIGN

DESIGN PROFESSIONAL'S ELECTRONIC OR DIGITAL SEAL OR SIGNATURE AS EITHER APPEARS ON THE ELECTRONIC OR PAPER (HARD COPY) AS IT'S TRUE VERSION OF THIS DOCUMENT AS ORIGINALLY PUBLISHED BY DESIGN PROFESSIONAL. DESIGN PROFESSIONAL IS NOT RESPONSIBLE FOR ANY SUBSEQUENT MODIFICATION, ALTERATION OR UNAUTHORIZED USE OF SAID DOCUMENT. TO VERIFY THE VALIDITY OR APPLICABILITY OF THE SEAL OR SIGNATURE, CONTACT DESIGN PROFESSIONAL.

TITLE:
BLUTH PROJECT

LOCATION:
SALT LAKE COUNTY

PRELIMINARY
NOT FOR CONSTRUCTION

PROJECT MANAGER: ---
DESIGNER: DAB
DRAWN BY: DAB

THESE DRAWINGS ARE THE PROPERTY OF DALLIN BERGUNS, AND ARE NOT TO BE REUSED, CHANGED, OR REPRODUCED WITHOUT WRITTEN PERMISSION FROM DALLIN BERGUNS.

REVISION: DATE: NOTES:
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SCALE: REFER TO PLANS
JOB #: 100

DRAWING TITLE:
SECTION CUTS

SHEET NO:
A-202

Exhibit D
(Landscape Plan)

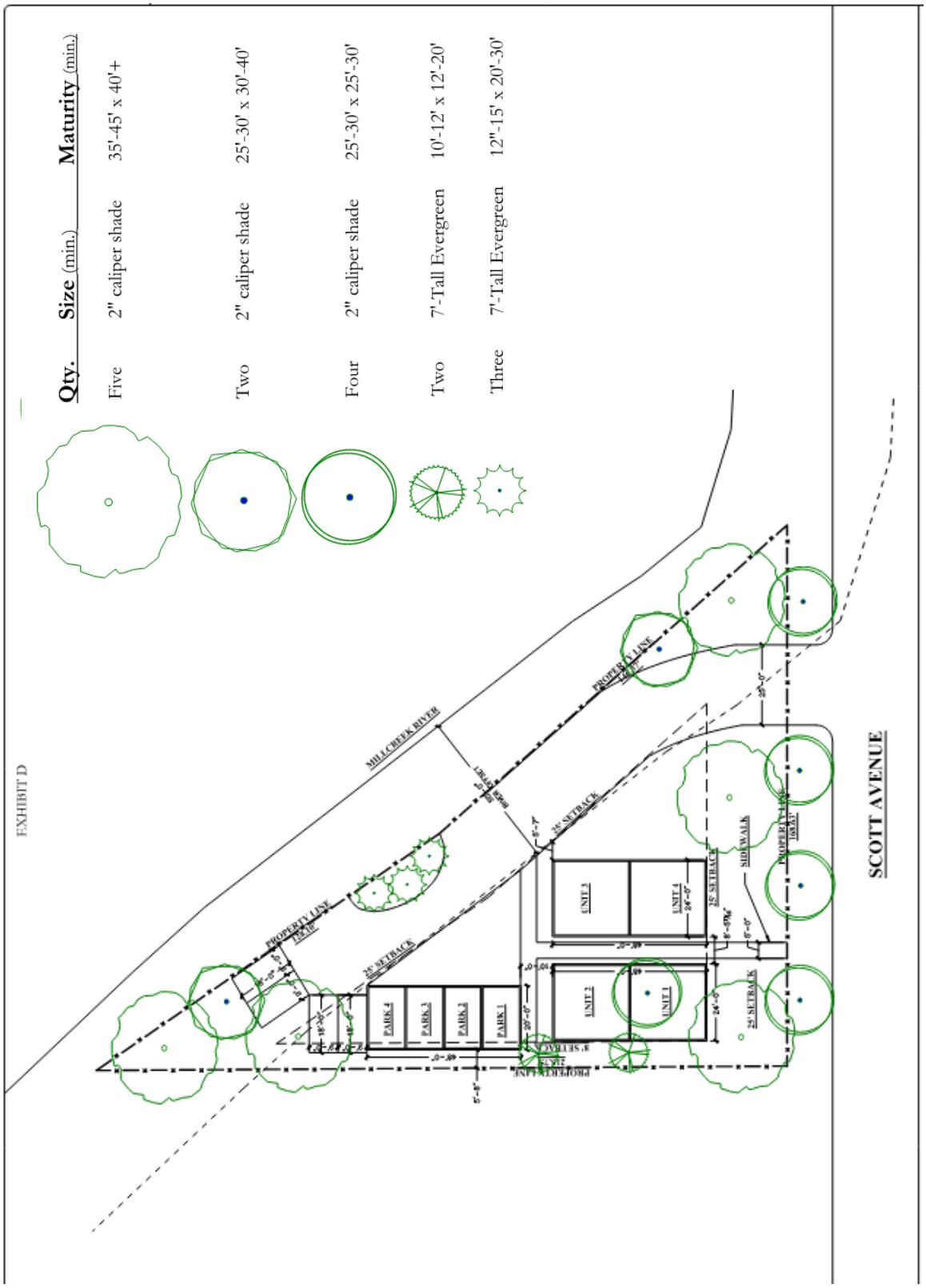


Exhibit E
(Deed Restriction)

When recorded, return to:

Millcreek
Attn: Cheri Jackson
1330 E Chambers Ave
Millcreek, UT 84106

NOTICE AND DECLARATION OF DEED RESTRICTIONS

This Notice and Declaration of Deed Restrictions ("Declaration/Deed Restriction") is made by Eric Bluth on behalf of The Bluth Group LLC ("Property Owner") for the benefit of Millcreek ("City" and collectively the "Parties"). This Declaration/Deed Restriction is based on the following facts:

A. ~~Eric Bluth~~ The Bluth Group LLC or Property Owner is the sole owner of record of that certain real property situated in the County of Salt Lake, State of Utah, generally located at 815 East Scott Avenue, that is more particularly described in the attached Exhibit "A." Such real property and all improvements, or any individual residence constructed thereon, are collectively called the "Property."

B. Eric Bluth applied to the City to rezone the property to the R-4 Zone for the purpose of allowing up to four residential dwelling units subject to a development agreement containing certain development, uses, and design criteria. The City agreed to grant the development agreement and zone change to allow an increase in density and require individual ownership, involving consideration of this Deed Restriction.

C. The Parties desire to enter into and record this Declaration/Deed Restriction to give notice of this Declaration/Deed Restriction to successors in interest and others who may obtain an interest in the Property or any portion thereof.

D. The Parties further desires by this Declaration/Deed Restriction to acknowledge that the City has the authority to enforce the restrictions declared herein as restrictions running with the land that shall bind Property Owner and all successors in interest to the Property.

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

1. Individual dwelling units shall be owner-occupied. Owner-occupied shall mean real estate that is both owned and is currently used as the owner's primary residence. The owner is not required to use the Property as its primary residence if:

a. The owner has a bona fide, temporary absence of 3 years or less for activities such as military service, temporary job assignments, sabbaticals, or voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or

b. The owner is placed in a hospital, nursing home, assisted living facility, or similar facility that provides regular medical care, except retirement living facilities or communities.

c. The owner establishes a financial hardship, using clear and convincing evidence, that would prevent the owner from continuing to occupy the Property.

d. The owner rents the Property to their sibling, children, stepchildren, parents, grandparents, or grandchildren.

e. The owner cannot sell the Property within one year for fair market value.

f. An owner whose employer has relocated the owner for two (2) years or less.

g. Any unit owned by an entity that is occupied by an individual who has voting rights with respect to the entity and has at least 25% ownership of the entity.

h. Any unit owned by a trust or other entity created for estate planning purposes, if the trust or other estate planning entity was created for the estate of a current resident of the unit, or the parent, child, or sibling of the current resident of the unit.

If there is any dispute about the foregoing, the matter shall be referred to the City's Land Use Hearing Officer. The owner shall have the burden of proceeding and proving that one of the above-claimed exceptions applies.

2. Eric Bluth understands that failure to comply with the owner-occupancy requirement by it or its successors as to each unit of the Property shall constitute a breach of this Declaration/Deed Restriction and shall be enforceable by the City at its option. Enforcement may also include the revocation of applicable permits, zoning certificates, and other necessary approvals, as well as specific performance.

3. Eric Bluth grants to the City, until the termination date (as defined below, such period being referred to as the "Option Period"), the right and privilege to purchase the Property as set forth in this paragraph if he breaches the owner-occupancy terms of this agreement. At any time during the Option Period, the City may exercise its option to purchase the Property for a price equal to the fair market value of the Property as determined by a disinterested appraiser that is acceptable to the City ("Purchase Price"). The Purchase price shall be reduced by the aggregate of all liens and encumbrances encumbering the Property. This option shall be exercised, if at all, on or before the expiration of the Option Period by the City providing the Preserve and the current owner of the Property with written notice of its intent to exercise the option. This transaction/option shall be closed on a date scheduled by the City. The closing will be held in the offices of a title company selected by the City. Preserve, and the current

owner of the Property will execute and deliver all documents required by the title company to convey the title to Property to the City free and clear of all liens and encumbrances.

4. The City is hereby designated as a beneficiary of this Declaration/Deed Restriction and shall have the right, but not the obligation, to enforce the provisions herein.

5. In the case of a violation of the owner-occupancy requirement where no exception applies, the current owner agrees that all costs incurred to enforce these restrictions shall be paid by the then-current owner of the Property.

6. This Declaration/Deed Restriction shall run with the land and be binding upon, and enforceable against, Property Owner and all heirs, assigns, future owners, and successors in interest to the Property. If the Property or any portions thereof is conveyed to any other person or entity, the instrument that conveys title or any interest in or to said Property, or any portion thereof, shall contain the owner-occupancy limitation pursuant to the terms of this Declaration/Deed Restriction. If at any time these restrictions are determined by a court of competent jurisdiction not to constitute a covenant running with the land, Declarant intends that these restrictions shall form an equitable servitude on the Property, be binding on Property Owner and successors in interest, and remain in effect during the term of this Declaration/Deed Restriction.

7. This Declaration/Deed Restriction shall encumber the Property for a period of five (5) years (Option Period) from the date this Deed Restriction is executed until the end of the Option Period "Termination Date"). Upon the Termination Date, this Declaration/Deed Restriction shall automatically terminate without requiring any documentation, notice, or recording materials. The Parties shall promptly cooperate and sign the documents they deem necessary to terminate this Declaration/Deed Restriction.

8. The City and Property Owner do not, by this Declaration/Deed Restriction in any way or for any purpose, become partners or joint venturers.

9. The following provisions are also an integral part of this Declaration/Deed Restriction:

    a. This Declaration/Deed Restriction shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.
    b. The provisions of this Declaration/Deed Restriction are severable, and should any provision hereof be void, voidable, unenforceable, or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Declaration/Deed Restriction.
    c. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Declaration/Deed Restriction.
    d. This Declaration/Deed Restriction may not be modified except by an instrument in writing signed by the parties hereto.
    e. This Declaration/Deed Restriction shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah.

f. If either party brings any action or proceeding regarding this Declaration/Deed Restriction, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without a suit, at trial, or on appeal.
g. Time is the essence of this Declaration/Deed Restriction.

This Notice and Declaration is effective on the date of its recording with the Salt Lake County Recorder.

By: _____
Signature

Notary Acknowledgement

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2026, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

_____
Print Name: _____
A Notary Public Commissioned in Utah

MILLCREEK

By: _____
Signature

ATTEST:

_____
Elyse Sullivan, City Recorder

Notary Acknowledgement

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this _____ day of _____, in the year 2026, before me _____, a notary public, personally appeared _____, proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing Declaration/Deed Restriction and acknowledge he/she/they executed the same.

Commission Number _____
My Commission Expires _____

_____
Print Name: _____
A Notary Public Commissioned in Utah

Exhibit A
(Legal Description)

Parcel No. 16-32-104-012

COM 66 FT S & 70 FT E OF SW COR OF LOT 11, BLK 20, TEN AC PLAT A, BIG FIELD SUR; N 215.75 FT; S 33°50' E 128.1 FT; S 41°40' E 146.5 FT; W 167.2 FT, M OR L TO BEG.

MILLCREEK, UTAH
ORDINANCE NO. 26-26

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1398 EAST LUCK LANE FROM RESIDENTIAL (R-1-8) ZONE AND RESIDENTIAL MIXED (RM) ZONE TO THE COMMERCIAL (C) ZONE, WITH THE FOLLOWING ZONE CONDITION: "USES ON THE ENTIRETY OF THE PROPERTY SHALL BE LIMITED TO MEDICAL/DENTAL AND GENERAL OFFICE, PERSONAL SERVICES, (DEPOSITORY) FINANCIAL INSTITUTIONS, AND RECEPTION AND EVENT CENTERS"

WHEREAS, the Millcreek Council ("Council") met in a regular meeting on May 26, 2026, to consider, among other things, an ordinance rezoning certain property located at approximately 1398 East Luck Lane from the Residential (R-1-8) Zone and Residential Mixed (RM) Zones to the Commercial (C) Zone, subject to the following Zone Condition:

"Uses on the entirety of the property shall be limited to medical/dental and general office, personal services, (depository) financial institutions, and reception and event centers"; and

WHEREAS, Utah Code Ann. § 10-20-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-20-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-20-502 provides planning commission shall provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on March 27, 2026, the required public hearing notice was published; and

WHEREAS, on April 8, 2026, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on April 15, 2026, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, on April 15, 2026, during the planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone, subject to a certain zone condition; and

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

WHEREAS, on May 20, 2026, the Council caused the required notice to be given; and

WHEREAS, on May 26, 2026, the Council discussed and considered the rezone application, and zone condition during a public meeting; and

WHEREAS, Section 18.33.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

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

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-26-006 filed by Madeline Tate with Woodhaven LLC, the property located at approximately 1398 East Luck Lane changing the zone from the Residential R-1-8 and Residential Mixed (RM) Zones to the Commercial (C) Zone, subject to the following Zone Condition:

"Uses on the entirety of the property shall be limited to medical/dental and general office, personal services, (depository) financial institutions and reception and event centers"

such property being more particularly described as follows:

Parcel No: 16-33-105-051

Address: 1398 East Luck

Legal Description:

BEG 458.44 FT S 88°33'32] E & 102.7 FT S 1°26'28] W FR NW COR SEC 33, T 1S, R 1E, SLM; N 45°44'14] W 103.45 FT; S 72°24'00] E 6.74 FT; N 70°13'00] E 35.8 FT; N 74°44'30] E 98.35 FT; S 15°15'30] E 27.23 FT; SW'LY, S'LY, SE'LY ALG A 56 FT RADIUS CURVE TO L 126.27 FT; S 87°06'25] E 8.02 FT; N 89°59'00] E 9.29 FT; S 20°50' E 116.4 FT; S 25°47'06] E 65.13 FT; S 69°10' W 80.81 FT; N 26°16'52] W 67.7 FT; S 41°00' W 82.27 FT; N 37°51'31] W 110.3 FT; N 24°30' E 39.99 FT; N 47°00' E 70 FT; N 41°57'48] W 51.52 FT TO BEG.

BE IT FURTHER ORDAINED, that pursuant to Section 18.33.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 18.33.020 and the following zone condition be placed on the property;

"Uses on the entirety of the property shall be limited to medical/dental and general office, personal services, (depository) financial institutions and reception and event centers."

This Ordinance assigned no. 26-27, 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 26th day of May, 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

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

ORDINANCE 2X-XX: **AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1398 EAST LUCK LANE FROM RESIDENTIAL (R-1-8) ZONE AND RESIDENTIAL MIXED (RM) ZONE TO THE COMMERCIAL (C) ZONE, WITH THE FOLLOWING ZONE CONDITION: "USES ON THE ENTIRETY OF THE PROPERTY SHALL BE LIMITED TO MEDICAL/DENTAL AND GENERAL OFFICE, PERSONAL SERVICES, (DEPOSITORY) FINANCIAL INSTITUTIONS, AND RECEPTION AND EVENT CENTERS"** was adopted the 26th day of May 2026 and that a copy of the foregoing Ordinance 26-27 was posted in accordance with Utah Code 10-3-711 this ____ day of May, 2026.

_____
Elyse Sullivan, City Recorder

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-26-006

CITY COUNCIL STAFF REPORT

(2nd Reading)

Date:	May 26, 2026
Re:	Rezone & Zone Condition
Property Address:	1398 East Luck Lane
Zone:	From: The Single Family Residential (R-1-8) and Residential Mixed (RM) Zones, to the Commercial (C) Zone
Applicant:	Madeleine Tate w/Woodhaven LLC
Prepared By:	Brad Sanderson, AICP
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your recommendation can be broad in scope however, it should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

Madeleine Tate with Woodhaven, on behalf of Gpw Holdings Company Llc, has filed an application seeking to rezone portions of a 0.88 acre property, generally located at 1398 East Luck Lane, from the Residential (R-1-8) Zone and Residential Mixed (RM) Zone to the Commercial (C) Zone.
The property is currently located within multiple zones. The one of the purposes for rezoning the property is to consolidate the zoning on the property into a single commercial zone.

Millcreek Staff is recommending a Zone Condition be imposed for the purpose of limiting the type of uses which might be allowed on the property to general 'Office' and 'Receptions & Event Centers'. (Note: unless a change is made to the city code, via a text amendment, only indoor Reception and Event Centers would be allowed at this location due to the size and dimension on the property.)

While there is no new development being proposed as part of this application, there is however, a separate zone text amendment application (File# ZT-25-006) being processed concurrently with this rezone application. The purpose for seeking an amendment to Millcreek's commercial zone is to allow Reception & Event Centers to operate outdoors and within less than 300 feet from an abutting residential zone boundary line, as a 'conditional use' rather than as a 'permitted use'.

FINDINGS:

The following findings can be made:

1. The property currently contains three different zones: Residential (R-1-8), Residential Mixed (RM) and the Commercial (C) Zone.
2. The zoning and uses on surrounding and abutting properties are as follows:
   - North - Commercial Zone and is occupied by The Home Depot.
   - East - Residential Mixed RM Zone occupied by a credit Union and Monopole cell tower.
   - South - Single Family Residential Zone 1/4 acre to 1/3 acre size single family lots sizes.
   - West - Single Family Residential Zone 1/4 acre to 1/3 acre size single family lots sizes.
3. The entire property is located within the 'Neighborhood 1' Future Land Use designation.
4. While the existing structure was originally constructed as a single-family structure, it has since been converted into an office use.
5. The multi-sided, 0.88 acres property located along a ridge causing it to be somewhat isolated from the residential neighborhood to the west. Additionally, the property is located at the end of the Luck Lane cul-de-sac, which provides access to only commercial uses and does not connect to a residential neighborhood.
6. The applicant has a separate application presently under review and consideration to allow outdoor event centers within the Commercial Zone within proximity to residential zones. Outdoor event centers are allowed as permitted use within the Commercial zone however, they are restricted from being located within 300 feet of residential zones.
7. Because the Commercial Zone allows a wide variety of commercial uses including but not limited to; automobile service and sales, drive up windows, fuel stations, multifamily and most retail/commercial uses, regardless and independent of the applicant's pending zone text amendment application, Staff is recommending a zone condition be imposed, for the purpose limiting certain incompatible commercial uses from abutting residentially zoned properties. Such uses would be limited to medical, dental and general office, personal services, (depository) financial institutions and reception and event centers.
8. Due to the depth of the property, being approximately 200 feet deep, Outdoor Reception' and Event Centers would be prohibited on the property due to the minimum 300 feet distance requirement.
9. A neighborhood meeting was held on April 2nd in which there were no attendees during this meeting besides the applicant.
10. An open house was held April 7th whereupon several individuals who attended the open house expressed deep concerns towards allowing Outdoor Reception/Event Centers on the property, as it pertains to the proposed text amendment.

CONCLUSIONS:

Based on the findings listed above, the following conclusion(s) can be drawn:

1. The Future Land Use Map designates the property as 'Neighborhood 1'. Rezoning the property to the commercial zone would not be in alignment with the future land use designation as presupposed. Any such changes to the Future Land Use designation should also include a Future Land Use Map Amendment.
2. Due to location and access to the property, the proposed commercial zone seems compatible with the abutting uses and zoning as other surrounding properties located north and east of the subject property.

3. Although the properties to the south and west are both zoned for and used as low density residential uses, there is a substantial change in grade which naturally separates the subject property from the abutting residential properties.
4. Based on good planning principals, it is good practice to have an entire parcel located within a single zone.
5. A zone condition, if imposed as proposed, would limit most uses which typically generate a higher level of impact to abutting residential uses as a result of the Commercial Zone.
6. If approved, unless a change to the zoning coded is also adopted, the current Commercial Zone would allow a Reception & Event Center, as an indoor use only.

RECOMMENDATIONS:

Based on the findings and conclusions listed above;

- Staff recommends that the City Council take and consider comments given during all public hearings and approve file number ZM-26-006, rezoning portions the 0.88 acres of property located at 1398 East Luck Lane from the Residential R-1-8 and Residential Mixed (RM) Zones to the Commercial (C) Zone, subject to the below Zone Condition, unless during the hearing facts area presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

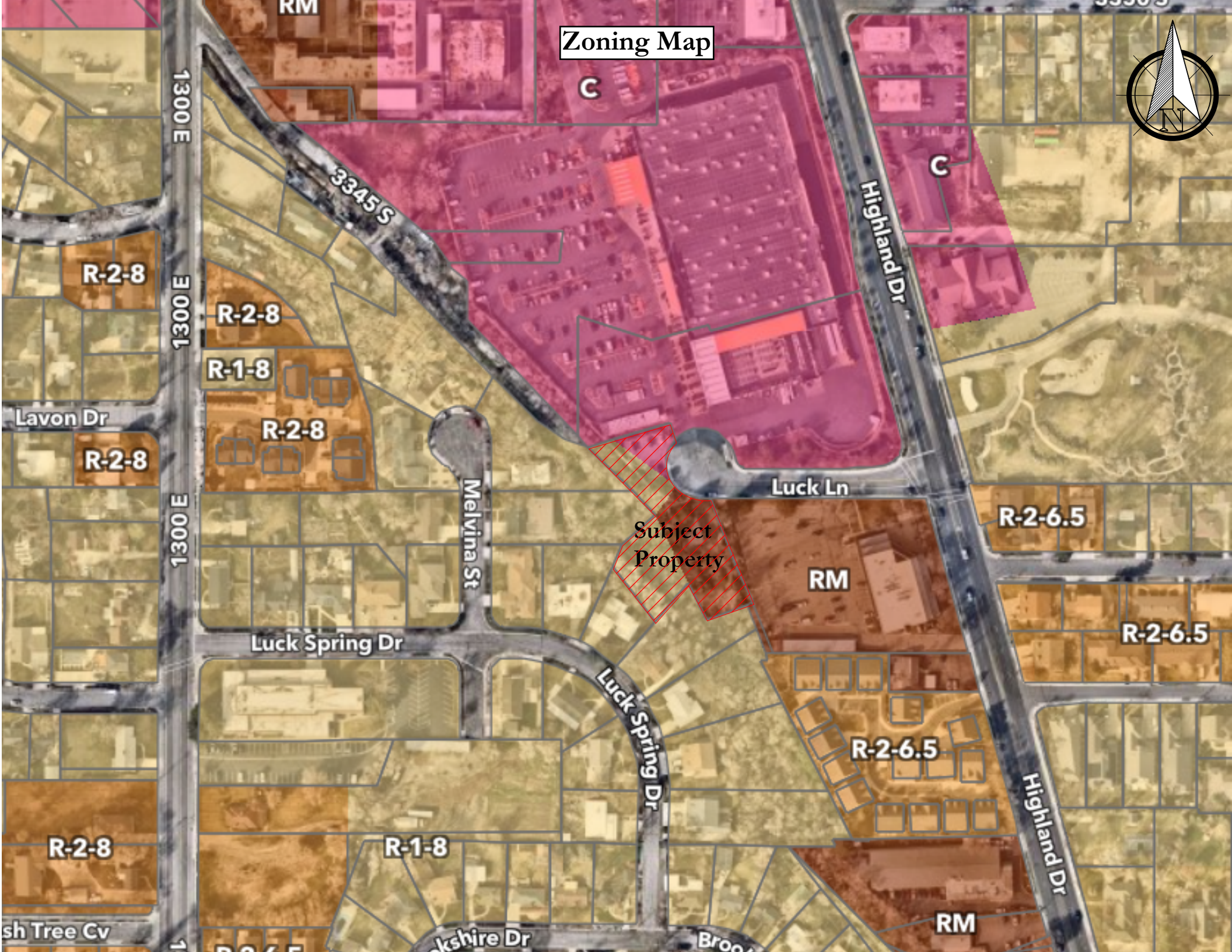
  Zone Condition – Uses on the entirety of the property shall be limiting to medical/dental and general office, personal services, (depository) financial institutions and reception and event centers.

- On April 15th a public hearing was held and public comment was taken, whereupon, the Planning Commission recommend approval to the City Council pertaining to the proposed rezone of application ZM-26-006 as proposed, which includes a zone condition that the use of the property is limited to medical, dental and general office, personal services, financial institutions, and reception and event centers. Vice Chair Larsen seconded.

  Vice Chair Larsen called for the vote. Vice Chair Larsen voted yes, Commissioner Anderson voted yes, Commissioner Burgess voted yes, Commissioner Reid voted yes, Commissioner Richardson voted yes, and Commissioner Wright voted yes. **The motion passed unanimously.**

SUPPORTING DOCUMENTS

- **Zoning Map**
- **Land Use Map**
- **Public Comments**


Zoning Map
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Melvina St
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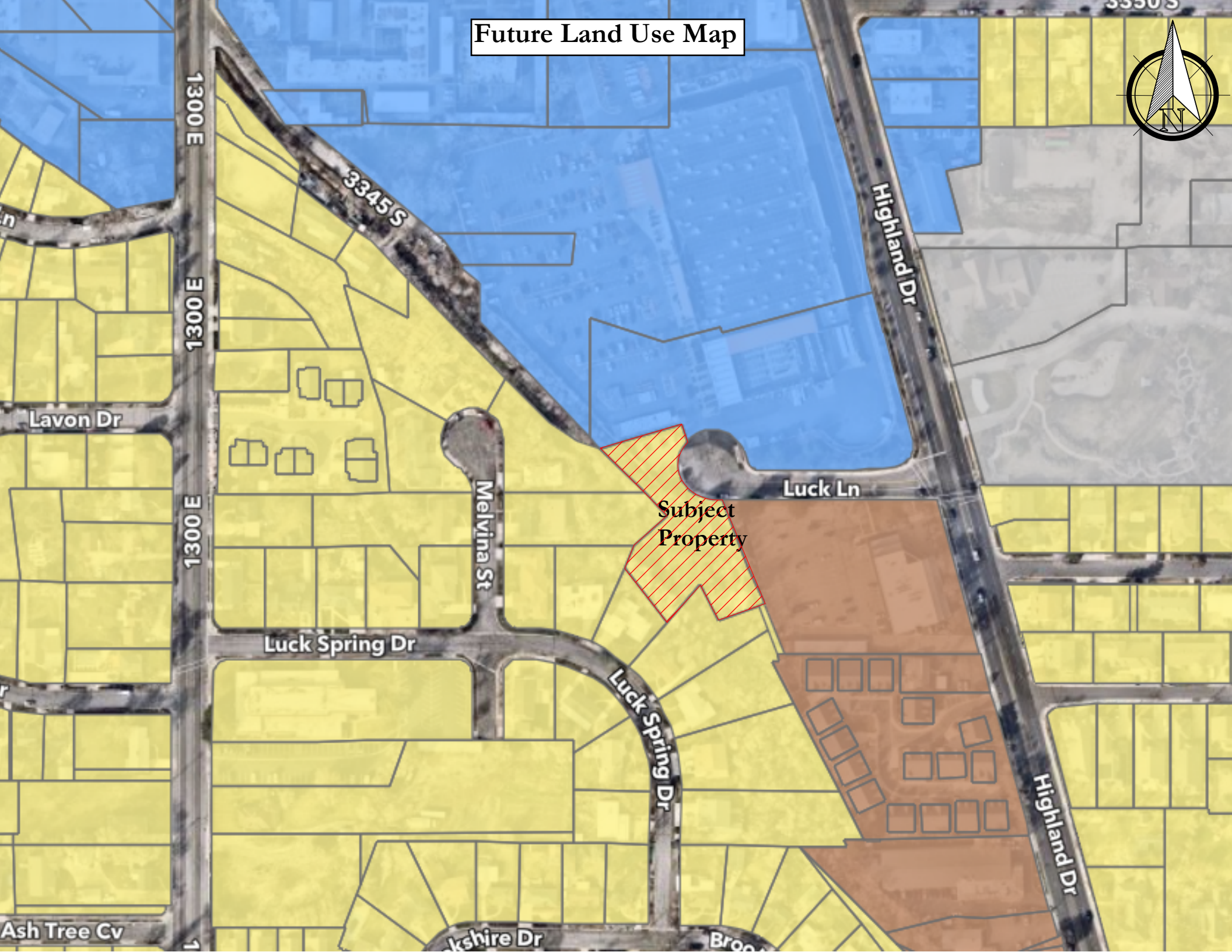
Future Land Use Map
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1300 E
3345 S
Highland Dr
Lavon Dr
Melvina St
Luck Ln
Subject Property
Luck Spring Dr
Luck Spring Dr
Highland Dr
Ash Tree Cv
N

April 7, 2026

Millcreek City Planning Commission
3330 S 1300 E
Millcreek, UT 84106

Re: Recommendations from the Millcreek Community Council – April 7, 2026 Meeting
For the April, 2026 Planning Commission Meeting

Dear Commissioners,

The Millcreek Community Council respectfully submits the following recommendations from our regular meeting held on April 7, 2026. These recommendations pertain to four applications scheduled for consideration at your April, 2026 meeting.

CUP-26-003 / SD-26-002 Conditional Use Permit and Major Subdivision 3347 S 900 E

The applicant, Greg Moffat, is seeking approval for a conditional use permit and major subdivision at a property, located at 3347 S 900 E, to accommodate a mixed-use residential complex, composed of seventeen (17) residential units and 1,500 sf of commercial space, in the form of live/work units, with the intention of subdividing them for owner occupancy.

Planner: Carlos Estudillo

Council Feedback: Concern about parking on 900 East and egress in relation to the adjacent properties.

Motion: Recommend approval with a condition to prohibit parking on 900 East in front of the property – due to the relationship of the proposed egress to others on 900 East with a goal to avoid accidents (detrimental effect). 5 for and 1 abstaining. Motion passed.

ZM-26-005 Rezone/Development Agreement (CCOZ-DA) 1285 E Villa Vista Avenue

The applicant, Mike Oborn, has filed a Development Agreement/Rezone application, proposing to construct an Affordable Housing Residential Development, on property located at approximately 1285 E Villa Vista Avenue. The request is to rezone the Property from the Commercial Zone (C) and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement (CCOZ-DA) Zone, in conjunction with a development

agreement, subjecting the property to certain development terms and standards pursuant to Title 18.48. of the Millcreek Zoning Code.

Planner: Carlos Estudillo

Motion: Recommend approval with consideration of additional parking specifically on this property and generally in the city center. 5/6 for Motion passed.

ZM-26-006 Rezone 1398 E Luck Ln

Madeleine Tate with Woodhaven, on behalf of Gpw Holdings Company, Llc, has filed an application seeking to rezone 0.88 acres of property, generally located at 1398 E Luck Ln, from the Residential (R-1-8) Zone and Residential Mixed (RM) Zone to the Commercial (C) Zone. There is no development proposal being considered on this property as part of this application or at this point in time.

Planner: Brad Sanderson

Motion: Recommended a continuance due to relationship to text amendments below. Unanimous.

ZT-26-001 Text Amendments

Millcreek staff are proposing various amendments to the Millcreek zoning code for the purposes of making technical corrections, enhancing clarity, and ensuring compliance with State statute.

Planner: Sean Murray

Motion: Recommended a continuance pending the summary of the changes by the planning team. Some concerns about the true impacts of the variety of changes being proposed. There has not been enough time to digest all of the changes.

We appreciate the Planning Commission's continued collaboration with the Community Council and your thoughtful review of land-use items affecting our neighborhoods. Please feel free to contact us if additional clarification or input is needed.

Sincerely,

Millcreek Community Council

Brad Sanderson

From: Douglas Sampson <sampson.dg@gmail.com>
Sent: Wednesday, April 8, 2026 4:46 PM
To: Brad Sanderson
Cc: Amber Gale; wendy sampson
Subject: [Ext] Comments for ZM-26-006 Rezone 1398 E Luck Ln.

Brad,
Thank you for taking the time to meet with members of the community last night. It was also helpful for the owner of Woodhaven to be present to share their vision of the rezoning / conditional land use that they are requesting.

What became clear in the meeting, which wasn't obvious in the letter that we received, is the desire to add "Outdoor Reception Centers" as part of the conditional use for their property.

The desire to pay their therapists/employees a better salary as the justification to expand their business model is understandable. However, the "natural noise barrier" of trees along the west and south sides of the property did not mitigate the effects of noise pollution for neighbors of those properties when unlicensed outdoor receptions were previously held. Neighbors were impacted not only from the music which ended at 10pm, but by the groups of joyful guests celebrating into the evening.

We believe that the Woodhaven owners and staff have good intentions and are likely some of the best neighbors we could have for this property. If there was a way to expand their business income without creating a negative impact on neighbors, we would be supportive. However, we doubt that will be possible with their current proposal.

Regards,
Doug and Wendy Sampson

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Brad Sanderson

From: Brad Sanderson
Sent: Thursday, April 9, 2026 1:09 PM
To: Brad Sanderson
Subject: FW: [Ext] Luck Ln zoning

From: Dorothy Byes <d.byes@icloud.com>
Sent: Wednesday, April 8, 2026 7:17 PM
To: Brad Sanderson <bsanderson@millcreekut.gov>
Subject: [Ext] Luck Ln zoning

Hi Brad,

I hope you're doing well. Thank you for taking the time to address my concerns regarding the proposed rezoning.

I would like to outline my primary concerns:

- Increased noise levels
- Crowd behavior
- Littering
- Lighting
- Safety
- Loss of privacy
- The potential for incremental zoning changes, ultimately leading to full commercial use
- The impact on neighboring properties, particularly related to parking

Additionally, I understand from Kathy Wickersham that the primary events are expected to run from April through mid-June or July, and then resume from September through October. Hosting gatherings of 50–100 people multiple times a week particularly on the weekends for nearly half the year raises significant concerns.

Operating a party venue in what has been historically been a peaceful residential neighborhood.

I am also concerned about the location of the outdoor space, which extends beyond the southern property line and sits only 3-4 feet from the western property line. I would also note current zoning restrictions prohibit event centers from being be located at least 300 feet from any residential use or zone. My own rough measurements show this outdoor pavilion is only 200 feet from the house itself.

Please see photos.

Thank you again for your time and consideration. I appreciate your attention to these matters and look forward to your response.

Please reach out with any questions, thank you.

Best regards,

Dorothy A. Byes

Sent from my iPad

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MILLCREEK, UTAH
ORDINANCE NO. 26-27

AN ORDINANCE OF MILLCREEK AMENDING SECTIONS 18.44.030, 18.44.090 & 18.97.030 OF THE MILLCREEK CODE OF ORDINANCES REGARDING RECEPTION & EVENT CENTERS AS IT PERTAINS TO PERMITTED USES AND CONDITIONAL USES, DESIGN AND USE STANDARDS FOR SPECIFIC USES, AND DEFINITIONS

WHEREAS, the Millcreek Council ("*Council*") met in a regular session on May 26, 2026, to consider, among other things, amending Section 18.44.030, 18.44.090 & 18.97.030 of the Millcreek Code of Ordinances regarding Reception & Event Centers as it pertains to Permitted Uses and Conditional Uses, Design and Use Standards for Specific Uses, and Definitions; and

WHEREAS, Madeline Tate with Woodhaven LLC made application to amend Section 18.44.030, 18.44.090 & 18.97.030 of the Millcreek Code of Ordinances regarding Reception & Event Centers as it pertains to Permitted Uses and Conditional Uses, Design and Use Standards for Specific Uses; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interest of the health, safety, and welfare of the residents of the city to Section 18.44.030, 18.44.090 & 18.97.030 of the Millcreek Code of Ordinances regarding Reception & Event Centers as it pertains to Permitted Uses and Conditional Uses, Design and Use Standards for Specific Uses.

NOW, THEREFORE, BE IT ORDAINED by the Council that Title 18 of the Millcreek Municipal Code be amended as attached (designated by interlineating the words to be deleted and underlining the words to be added)

18.44.030 Permitted Uses and Conditional Uses

Lodging	P	
Non-Depository Financial Institution	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Office	P	
Outdoor Reception or Event Center	C	Only permitted as and accessory use to a legally established Office or Retail Use. Additional standards restrictions apply as set forth in MKZ 18.44.090
Pawn Shop	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Personal Service	P	
~~Reception or Event Center~~	~~P~~	~~Outdoor uses prohibited within 300' of a residential use or a Residential Zone Boundary.~~
Neighborhood or General Service	P	
Neighborhood or General Retail	P	
Retail Sales	P	Retail Tobacco Specialty Businesses are prohibited within 1,320' (1/4 mile) of an established substantially similar business.

18.44.090 Design And Use Standards For Specific Uses

The following standards are applicable to the uses specified in addition to the development standards in this Chapter. In the event there is language elsewhere in MKZ Title 18 that conflicts with language in this chapter, the more restrictive standard prevails.

…

L. Outdoor Reception Center uses shall meet the following site standards:

1. Activities are limited to 7 am to 11 pm.
2. Events are limited to 150 participants.

3. Lighting and speakers must face away from any abutting residential uses.

4. Noise shall be limited to standards established in a noise study as set forth in MKZ 18.69.040.

18.97.030 Alphabetized Definitions

~~**"Reception or Event Center means a commercial or non-profit facility that can be rented to accommodate groups of people for entertainment, conferences, weddings, and similar activities."**~~

"A commercial or non-profit facility primarily outdoors-that can be rented top accommodate groups of people for celebrations of life, conferences, weddings, receptions, birthdays, and similar small-scall non-disruptive activities. Facilities may include landscaped gathering area, outdoor seating., temporary shade structure, and accessory indoor spaces such as restrooms or preparation areas. Outdoor reception centers are not allowed within 100' of residential zones. Outdoor reception centers must have significant foliage or sound mitigating material or structure between reception area and any homes. Outdoor reception centers must abide by noise ordinances and keep lighting to a minimum as possible."

This Ordinance, assigned Ordinance No. 26-27, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 26th day of May, 2026.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-27: AN ORDINANCE AMENDING SECTIONS 18.44.030, 18.44.090 & 18.97.030 OF THE MILLCREEK CODE OF ORDINANCES REGARDING RECEPTION & EVENT CENTERS AS IT PERTAINS TO PERMITTED USES AND CONDITIONAL USES, DESIGN AND USE STANDARDS FOR SPECIFIC USES, AND DEFINITIONS was adopted the 26th day of May, 2026 and that a copy of the foregoing Ordinance 26-27 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2026.

_____
Elyse Sullivan, City Recorder

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZT-25-006

CITY COUNCIL STAFF REPORT

(2nd Reading)

Meeting Date:	**5/26/2026**
Applicant:	**Madeline Tate w/ Woodhaven LLC**
Re:	**Text Amendment to change "Outdoor Reception and Event Center" within the Commercial 'C' Zone**
Property Address:	**N/A**
Zone:	**N/A**
Prepared By:	Brad Sanderson, AICP, Planning Manager
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Community Council(s) and the Millcreek Planning Commission. Your decision can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

Madeliene Tate, on behalf of Woodhaven LLC, has filed a text amendment application, file ZT-25-006, seeking to amend Section 18.44.030, 18.44.090 & 18.97.030 of the Millcreek Code of Ordinances regarding Reception & Event Centers as it pertains to Permitted Uses and Conditional Uses, Design and Use Standards for Specific Uses

The amendment seeks to allow "Outdoor" Reception and Event Centers within the Commercial (C) Zone; 1) as an a Conditional Use instead of a Permitted Use, 2) as an Accessory Use to a legally established Primary Use such as Office or Retail, and 3) as an outdoor use with no distance separation from residential zone boundaries instead of as an indoor use only and, 4) to include a new definition and additional design standards.

(Note: A separate but related rezone application, (File ZM-26-006) is under review to change the zoning, by consolidating multiple zones, on a single property located at 1398 E Luck Lane, from its current Commercial (C), Residential Mix (RM), and Single Family Residential R-1-8 zoning to a single Commercial (C) Zone.)

Reception Centers are currently allowed as a 'Permitted Use' within the Commercial Zone but only as an Indoor Use or, as an Outdoor Use when located further than 300 feet from a Residential Zone Boundary, (see **18.44.030 Permitted Uses And Conditional Uses** Table 18-44-1 Permitted Uses and Conditional Uses).

PROPOSED CODE CHANGES

18.44.030 Permitted Uses and Conditional Uses

Lodging	P	
Non-Depository Financial Institution	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Office	P	
Outdoor Reception or Event Center	C	Only permitted as and accessory use to a legally established Office or Retail Use. Additional standards restrictions apply as set forth in MKZ 18.44.090
Pawn Shop	P	Prohibited within 300' of a major intersection and within 2,640' (1/2 mile) of an established substantially similar business.
Personal Service	P	
~~Reception or Event Center~~	~~P~~	~~Outdoor uses prohibited within 300' of a residential use or a Residential Zone Boundary.~~
Neighborhood or General Service	P	
Neighborhood or General Retail	P	
Retail Sales	P	Retail Tobacco Specialty Businesses are prohibited within 1,320' (1/4 mile) of an established substantially similar business.

18.44.090 Design And Use Standards For Specific Uses

The following standards are applicable to the uses specified in addition to the development standards in this Chapter. In the event there is language elsewhere in MKZ Title 18 that conflicts with language in this chapter, the more restrictive standard prevails.

…

L. Outdoor Reception Center uses shall meet the following site standards:

1. Activities are limited to 7 am to 11 pm.

2. Events are limited to 150 participants.
3. Lighting and speakers must face away from any abutting residential uses.
4. Noise shall be limited to standards established in a noise study as set forth in MKZ 18.69.040.

18.97.030 Alphabetized Definitions

~~**"Reception or Event Center means a commercial or non-profit facility that can be rented to accommodate groups of people for entertainment, conferences, weddings, and similar activities."**~~

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FINDINGS, CONCLUSIONS, & RECOMMENDATIONS

Findings:
The following findings can be made:

1. Throughout 2024-2025 Millcreek Staff, with the aid of a professional third-party consultant along with various stakeholder committees and a great deal of public outreach, evaluated Millcreek's code and proposed to changes to the list of uses that should be allowed in each zone, particularly the commercial zone, how they should be defined, as well as evaluated which uses should be considered as Permitted vs. Conditional Uses based on their potential impact and compatibility to the city and other surrounding land uses.
2. While Reception and Event Centers can operate any day of the week, their operations typically peak during weekends and evenings.
3. Reception and Event Centers typically produce larger crowds during events, causing an additional impact to a surrounding area due to surges of traffic and parking, sound/noise, lighting, as well as added demand on utility, waste, emergency and other services.
4. While the Commercial Zone prohibits 'Outdoor' Reception and Event Centers within 300 feet of a residential zone boundary, they are a 'Permitted Use' when located 'Indoors'.
5. A Conditional Use Permit is an application and process used to evaluate and mitigate potential impact, above and beyond what would reasonably be expected by that of a permitted use, by placing conditions or added standards by which a Conditional Use may Operate. Conditional Use Permits run with the land and not with an individual owner or business and usually only expire when a use is abandoned for an extended period of time.
6. Conditional imposed upon a use should be proportional and related to the potential impact caused by a certain use.
7. Depending on the use and surrounding circumstances, conditions may include but are not limited to added design measures, buffering and screening, limited hours of operation, limits of occupancy,

additional studies related to light, sound, traffic, vibration, and so forth.
8. While Conditional Uses can be revoked, they require ongoing evaluation, monitoring, and further public processes, placing additional demand for City Staff time.
9. Added consideration should be made to proposed Zone Text Amendments as they may affect other properties, both in and outside of the zone and in both present and future circumstances.
10. A neighborhood meeting was held on April 2nd but was not well attended.
11. An Open House was held on April 7th whereupon several property owners expressed deep concern and opposition to the proposal.
12. A public Hearing was held by the Planning Commission whereupon neighboring business and property owners gave their input as it relates specifically to the Woodhaven property.

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

1. Millcreek's Zoning Code was recently revised and adopted in April 2025 involving extensive outreach and input from a variety of stakeholders.
2. In general, Reception and Event Centers tend to have an increase level of impact in the form of number of attendees/employees, traffic, noise, light, etc. all of which are more common during evening hours and weekends.
3. Specific impact generated by certain uses, if any, can be evaluated and mitigated through a Conditional Use Permit.
4. Conditional Use Permits can often require ongoing monitoring and enforcement. This presents an added challenge as code enforcement is often less available during evening hours and weekends when event centers are most active.
5. While clearly defined standards and conditions of approval are an acceptable means to mitigate impact, the best method is to altogether prohibit higher impact uses from being located within close proximity to other non-compatible uses.

Recommendation:
Based on the findings and conclusions listed above;

- Staff recommends that the City Council take comments at a public hearing and consider the potential benefits, impacts, and implications of amending the Millcreek Code from the current language to the proposed language. Upon considering the proposal and public comments, Staff recommends the following:

  1) Deny the application and make no changes to the Commercial Zone or,

  2) Changed the code to allow Outdoor Reception and Event Centers as Conditional Use, as an Accessory Use, and with added standards, as presented,

  unless during the hearing facts area presented that contradict these findings or new facts are presented, either of which would warrant further investigation by Staff.

- On April 15th, a public hearing was held by the Planning Commission whereupon they recommend **denial** to the City Council pertaining to the proposed text amendment, ZT-25-006, as proposed.

  Vice Chair Larsen called for the vote. Vice Chair Larsen voted yes, Commissioner Anderson voted yes, Commissioner Burgess voted yes, Commissioner Reid voted yes, Commissioner Richardson voted yes, and

Commissioner Wright voted yes. The motion passed unanimously.

SUPPORTING DOCUMENTS

- **Applicant's Letter**
- **Public Comments**

Zoning Proposal

Applicant: Woodhaven at Millcreek
Parcel ID: 16331050510000
Location: Millcreek City, Utah
Current Zoning: Mixed Residential, Commercial, Residential (currently located in three zones)

Requested Direction: Transition Parcel to Commercial Zoning (or approval of a Conditional Use as an interim step) + Text amendment to allow for outdoor events within 150 feet of residential neighborhoods. A rezone request/application is requested regardless of event center use as property is currently located within three zones.

Summary

Woodhaven at Millcreek respectfully submits this proposal to request zoning consideration for Parcel ID 16331050510000, currently designated as Mixed Residential, with the long-term goal of achieving Commercial zoning. The property is uniquely situated and functionally distinct from surrounding residential parcels and already operates as a professional, non-residential use. The proposed evolution toward an event center and broader commercial designation reflects the existing character of the site, its physical constraints, and its demonstrated compatibility with the surrounding neighborhood.

This request is grounded in the idea that zoning should reflect actual land use patterns, site characteristics, and community benefit rather than rigid categorical distinctions that do not account for unique parcels and community development. Woodhaven is currently zoned in three different zones (Mixed Residential, Commercial, Residential).

Property Description and Existing Conditions

The subject property is currently occupied by Woodhaven Psychotherapy, a professional mental health practice serving individuals, families, and groups. Unlike a typical residential parcel, the site functions as a destination-based professional campus rather than a dwelling.

Key characteristics include:

- A standalone structure not designed or used as a single-family residence
- Established non-residential traffic patterns tied to scheduled appointments
- On-site parking supporting professional use rather than residential needs
- Mature landscaping and tree coverage that provides visual and acoustic buffering

The parcel's size, layout, and existing improvements distinguish it from surrounding residential lots and make it unsuitable for conventional residential redevelopment.

Uniqueness of the Property

This property represents an uncommon condition within the Mixed Residential zone. It does not function as transitional housing, a duplex, or a neighborhood-scale residence. Instead, it operates as a low-intensity professional use that already aligns more closely with commercial or institutional zoning categories.

Several factors underscore this uniqueness:

- The parcel has long supported a non-residential use without negative neighborhood impact
- Its physical footprint and parking configuration are substantial for commercial zoning
- Naturally occurring buffers significantly reduce any potential noise or light disturbances.

Our site's wooded barrier makes it fundamentally different from strip commercial properties, allowing it to host expanded uses without altering neighborhood aesthetics.

Yellow: Residential

Pink Commercial

Orange: Mixed Use

Woodhaven's parcel is currently split between three zones; it is a natural transition space between commercial and residential zones.

Surrounding Land Use Context

While zoned Mixed Residential, the surrounding area reflects a blend of residential, professional, and semi-commercial activity. Nearby properties include professional offices, service-oriented uses, and institutional facilities that operate harmoniously within close proximity to residential neighborhoods.

This context demonstrates that the area already supports a functional mix of uses and that carefully managed commercial activity is neither novel nor disruptive. Similar businesses, such as Carmelle Event Center and Cactus and Tropicals operate successfully and without disturbance while in close proximity to residential zones.

The south end of the property has a lattice structure delineating property lines to avoid spillover from events.

The subject property sits at a practical threshold between residential and commercial patterns of use, making it an appropriate candidate for zoning transition rather than strict preservation of residential classification. A significant distance and vegetation exist between Woodhaven and the closest residential homes.

Proposed Commercial Use and Event Center Concept

Woodhaven at Millcreek seeks to expand its business by offering a small-scale boutique gathering center for the local community. This use is intentionally distinct from high-impact event venues.

Proposed activities may include:

- Small-scale weddings (no more than 100 people)
- Corporate Gatherings
- Celebrations of Life
- Birthday Parties

The proposed use will remain low-frequency, appointment-based, and carefully regulated to ensure compatibility with nearby residences. A designated venue coordinator will be on site at all times during events to mitigate potential disturbances. Woodhaven will continually check in with neighbors to ensure they are not being negatively impacted by events.

Compatibility and Mitigation Measures

To ensure continued neighborhood compatibility, Woodhaven at Millcreek commits to the following:

• Event size limitations (Maximum 100 guests)
• Restricted hours of operation (Bar service must stop by 10:00pm)
• Parking management strategies (We currently have an agreement with Granite Credit Union for parking). This will be developed further if granted approval.
• Noise and lighting controls (All speakers and lights will face the building and the venue coordinator

reserves the right to lower volume at any time). This was understood as the primary concern from residents.

7. Zoning Rationale for Commercial Transition

Maintaining a Mixed Residential designation for this parcel does not reflect its established function, physical attributes, or its addition to the community. Transitioning the property to Commercial zoning, or approving a Conditional Use as an interim measure, would:

• Align zoning with long-standing non-residential use
• Provide regulatory clarity and predictability
• Support responsible economic and community development
• Avoid pressure for inappropriate residential redevelopment

This request is consistent with planning principles that encourage context-sensitive zoning and adaptive reuse. Comparatively, commercial zoning within Holladay city and mixed-use zoning within Salt Lake City allow for event centers in close proximity to residential areas while minimizing any disturbances.

8. Requested Action

Woodhaven at Millcreek respectfully requests that Millcreek City consider one or more of the following actions:

• Approval of a Conditional Use Permit or text amendment allowing event center operations under strict defined conditions including specific language to restrict potential abuse of zoning changes.

Ie; Conditional use allowed when significant sound barriers are present and center of event site is at least 150 feet away from the nearest residential home.

• Initiation of a rezoning process to transition the parcel from Mixed Residential to Commercial (regardless of text amendment outcome)
• Alternatively, adoption of a site-specific zoning designation that reflects the property's unique conditions

9. Addressing Resident Concerns

Primary concerns included noise and future development. A conditional use permit would be linked to the land. Noise will be minimized whenever possible. Mixed-use coding within Millcreek could allow for up to a four story building (this is not desired by Woodhaven). Use of mixed-use or commercial parcels throughout the city is constantly changing and any guarantee of permanent development is impossible. However, Woodhaven wishes to maintain the existing structure and to maintain the trees and vegetation surrounding the building.

Conclusion

The subject property is not representative of typical Mixed Residential parcels and should be evaluated on its individual merits. Granting the requested zoning relief will formalize an existing pattern of compatible use and allow Woodhaven Psychotherapy to continue serving the community in a manner that is thoughtful, respectful, and aligned with Millcreek's broader planning and community development goals. It would also allow for development of a local business (Event Center) which Millcreek is currently lacking.

Thank you for your time and consideration,

The Woodhaven at Millcreek Team

property line

Western

Webster property line
Southern property

April 7, 2026

Millcreek City Planning Commission
3330 S 1300 E
Millcreek, UT 84106

Re: Recommendations from the Millcreek Community Council – April 7, 2026 Meeting
For the April, 2026 Planning Commission Meeting

Dear Commissioners,

The Millcreek Community Council respectfully submits the following recommendations from our regular meeting held on April 7, 2026. These recommendations pertain to four applications scheduled for consideration at your April, 2026 meeting.

CUP-26-003 / SD-26-002 Conditional Use Permit and Major Subdivision 3347 S 900 E

The applicant, Greg Moffat, is seeking approval for a conditional use permit and major subdivision at a property, located at 3347 S 900 E, to accommodate a mixed-use residential complex, composed of seventeen (17) residential units and 1,500 sf of commercial space, in the form of live/work units, with the intention of subdividing them for owner occupancy.

Planner: Carlos Estudillo

Council Feedback: Concern about parking on 900 East and egress in relation to the adjacent properties.

Motion: Recommend approval with a condition to prohibit parking on 900 East in front of the property – due to the relationship of the proposed egress to others on 900 East with a goal to avoid accidents (detrimental effect). 5 for and 1 abstaining. Motion passed.

ZM-26-005 Rezone/Development Agreement (CCOZ-DA) 1285 E Villa Vista Avenue

The applicant, Mike Oborn, has filed a Development Agreement/Rezone application, proposing to construct an Affordable Housing Residential Development, on property located at approximately 1285 E Villa Vista Avenue. The request is to rezone the Property from the Commercial Zone (C) and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement (CCOZ-DA) Zone, in conjunction with a development

agreement, subjecting the property to certain development terms and standards pursuant to Title 18.48. of the Millcreek Zoning Code.

Planner: Carlos Estudillo

Motion: Recommend approval with consideration of additional parking specifically on this property and generally in the city center. 5/6 for Motion passed.

ZM-26-006 Rezone 1398 E Luck Ln

Madeleine Tate with Woodhaven, on behalf of Gpw Holdings Company, Llc, has filed an application seeking to rezone 0.88 acres of property, generally located at 1398 E Luck Ln, from the Residential (R-1-8) Zone and Residential Mixed (RM) Zone to the Commercial (C) Zone. There is no development proposal being considered on this property as part of this application or at this point in time.

Planner: Brad Sanderson

Motion: Recommended a continuance due to relationship to text amendments below. Unanimous.

ZT-26-001 Text Amendments

Millcreek staff are proposing various amendments to the Millcreek zoning code for the purposes of making technical corrections, enhancing clarity, and ensuring compliance with State statute.

Planner: Sean Murray

Motion: Recommended a continuance pending the summary of the changes by the planning team. Some concerns about the true impacts of the variety of changes being proposed. There has not been enough time to digest all of the changes.

We appreciate the Planning Commission's continued collaboration with the Community Council and your thoughtful review of land-use items affecting our neighborhoods. Please feel free to contact us if additional clarification or input is needed.

Sincerely,

Millcreek Community Council

EAST MILL CREEK
Community Council

April 13, 2026

To: Millcreek Planning Commission
Millcreek Planning and Zoning

Subject: ZM-26-006; ZT-25-006 Woodhaven joint applications to rezone to the Commercial Zone and amend the Zoning Code to Allow as a Conditional Use an “Outdoor Reception Center” in the Commercial Zone

At the April 2, 2026, East Mill Creek Community Council (EMCCC) meeting and subsequent email exchanges (due to our meeting being held prior to the Planning Open House on April 7th), the EMCCC discussed the applications at length. We've taken into account staff, applicant and resident provided information at our meeting and the aforementioned Planning Open House. We have considered thoughtfully the intertwined nature of these applications and provide the following conclusions based on our best efforts to weigh the interests of the respective parties.

We are mindful of the challenges the Woodhaven owners undertook with respect to the current zoning complications their property is subject to, as well as the varied uses which surround the parcel. We are appreciative of their stated intention to be good neighbors while attempting to increase the intensity of their own use by way of rezone and text amendment.

A potential conditional use as an Outdoor Reception Center would produce numerous detrimental effects, including but not limited to, increased sound, lighting, activity and parking issues. Though the applicant has suggested ways to mitigate these effects, we nevertheless believe that they are insufficient to outweigh the right of proximate residents to rely on continued prohibition of that potential use within 300 feet of a residential zone as guaranteed by code.

Since the zone text amendment would apply city wide and particularly since the prohibition was either created in the updated code last April or seen fit to be continued from the prior code, other residents are entitled to that same continued protection in areas of the city where Residential zones exist in close proximity to Commercial zones.

Accordingly, the EMCCC respectfully provides to the Planning Commission a negative recommendation for both applications.

Sincerely,

/s/ Jamie Allyn
EMCCC Vice chair, Land Use

CC: Brad Sanderson, Sean Murray, Francis Lilly
EMCCC

Brad Sanderson

From: Douglas Sampson <sampson.dg@gmail.com>
Sent: Wednesday, April 8, 2026 4:46 PM
To: Brad Sanderson
Cc: Amber Gale; wendy sampson
Subject: [Ext] Comments for ZM-26-006 Rezone 1398 E Luck Ln.

Brad,
Thank you for taking the time to meet with members of the community last night. It was also helpful for the owner of Woodhaven to be present to share their vision of the rezoning / conditional land use that they are requesting.

What became clear in the meeting, which wasn't obvious in the letter that we received, is the desire to add "Outdoor Reception Centers" as part of the conditional use for their property.

The desire to pay their therapists/employees a better salary as the justification to expand their business model is understandable. However, the "natural noise barrier" of trees along the west and south sides of the property did not mitigate the effects of noise pollution for neighbors of those properties when unlicensed outdoor receptions were previously held. Neighbors were impacted not only from the music which ended at 10pm, but by the groups of joyful guests celebrating into the evening.

We believe that the Woodhaven owners and staff have good intentions and are likely some of the best neighbors we could have for this property. If there was a way to expand their business income without creating a negative impact on neighbors, we would be supportive. However, we doubt that will be possible with their current proposal.

Regards,
Doug and Wendy Sampson

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

Brad Sanderson

From: Brad Sanderson
Sent: Thursday, April 9, 2026 1:09 PM
To: Brad Sanderson
Subject: FW: [Ext] Luck Ln zoning

From: Dorothy Byes <d.byes@icloud.com>
Sent: Wednesday, April 8, 2026 7:17 PM
To: Brad Sanderson <bsanderson@millcreekut.gov>
Subject: [Ext] Luck Ln zoning

Hi Brad,

I hope you're doing well. Thank you for taking the time to address my concerns regarding the proposed rezoning.

I would like to outline my primary concerns:

- Increased noise levels
- Crowd behavior
- Littering
- Lighting
- Safety
- Loss of privacy
- The potential for incremental zoning changes, ultimately leading to full commercial use
- The impact on neighboring properties, particularly related to parking

Additionally, I understand from Kathy Wickersham that the primary events are expected to run from April through mid-June or July, and then resume from September through October. Hosting gatherings of 50–100 people multiple times a week particularly on the weekends for nearly half the year raises significant concerns.

Operating a party venue in what has been historically been a peaceful residential neighborhood.

I am also concerned about the location of the outdoor space, which extends beyond the southern property line and sits only 3-4 feet from the western property line. I would also note current zoning restrictions prohibit event centers from being be located at least 300 feet from any residential use or zone. My own rough measurements show this outdoor pavilion is only 200 feet from the house itself.

Please see photos.

Thank you again for your time and consideration. I appreciate your attention to these matters and look forward to your response.

Please reach out with any questions, thank you.

Best regards,

Dorothy A. Byes

Sent from my iPad

This email has been scanned for spam and viruses by Proofpoint Essentials. Click here to report this email as spam.

MILLCREEK, UTAH
ORDINANCE NO. 26-34

AN ORDINANCE OF MILLCREEK AMENDING TITLE 18 OF THE MILLCREEK MUNICIPAL CODE FOR THE PURPOSE OF ESTABLISHING NEIGHBORHOOD COMPATIBILITY REQUIREMENTS AND REGULATING LOT AND PARCEL COVERAGE IN RESIDENTIAL ZONES

WHEREAS, the Millcreek Council ("*Council*") met in a regular session on May 26, 2026, to consider, among other things, amending Title 18 of the Millcreek Municipal Code for the purpose of establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones; and

WHEREAS, Utah Code Ann. § 10-20-503 provides that the Council may amend any provisions of a land use regulation; and

WHEREAS, Millcreek ("City") has adopted the Uniform Land Use Ordinance of Millcreek, Utah ("Land Use Ordinance"), and

WHEREAS, City staff has recommended that the Council amend the Land Use Ordinance for the purpose of establishing neighborhood compatibility modification requirements and regulating lot and parcel coverage in residential zones; and

WHEREAS, Utah Code Ann. § 10-20-502 provides the planning commission shall provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on April 3, 2026, the required notice informing the public of potential amendments to various provisions of Title 18 was published; and

WHEREAS, on April 15, 2026, the proposed amendments were submitted to the planning commission for recommendation; and

WHEREAS, on April 15, 2025, the planning commission held the required public hearing with respect to amending Title 18 of the Millcreek Municipal Code; and

WHEREAS, at the April 15, 2026 planning commission meeting, the planning commission recommended continuing the discussion on the proposed amendments to the subsequent meeting, and recommended further refinement of the proposed amendments; and

WHEREAS, at the May 20, 2026 planning commission meeting, the planning commission considered additional proposed amendments, pertaining to establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones; and

WHEREAS, at the May 20, 2026 planning commission meeting, the planning commission unanimously recommended amending Title 18 of the Millcreek Municipal Code for the purpose

of establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones; and

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

WHEREAS, on May 26, 2026, the Council considered amending Title 18 of the Millcreek Code of Ordinances for the purpose of establishing neighborhood compatibility requirements and regulating lot and parcel coverage in residential zones.

NOW, THEREFORE, BE IT ORDAINED by the Council that Title 18 of the Millcreek Municipal Code be amended as attached (designated by interlineating the words to be deleted and underlining the words to be added)

18.34.090 Neighborhood Compatibility Modification

The Neighborhood Compatibility Modification (NCM) allows for modified standards from one or more of the spatial standards based upon the compatibility of the proposed residential development application with other properties/dwellings in the proximate neighborhood. The Planning Director may approve an NCM request at time of site plan submittal provided the following conditions are met:

A. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey from the proximate neighborhood, defined as a 200-foot radial distance from the property boundary. ~~Survey submitted~~ The survey must be completed by a surveyor licensed to practice in the State of Utah.

B. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.

C. Permissible Modifications. NCM Standards. Building height, setbacks and lot or parcel coverage modifications may be accommodated if the request does not exceed the allowances as set forth below: ~~in Table 18.34-4 NCM Standards.~~

    1. Lot or Parcel Coverage. Lot or parcel coverage may not exceed 1.15 times the average coverage of all lots and parcels in the proximate neighborhood, up to a maximum lot or parcel coverage of thirty-six percent (36%). Lot or parcel coverage is calculated by dividing the total area of all building footprints by the total area of the lot or parcel, where building footprints are measured at the outside of exterior walls at ground level. In the case where buildings or covered porches are supported by columns, footprints are measured at the outside perimeter of the base of the columns at ground level.

2. Front Yard Setback. The front yard setback may not exceed the average front yard setback of all lots or parcels within the proximate neighborhood that front to the same street, road, or right-of way. For the purposes of determining an average front yard setback, setback encroachments described in MKZ 18.34.070 shall not be included the average front yard setback.

3. Side Yard Setback. The combined side yard shall setback be at least twenty-five percent (25%) of the average lot or parcel width of all lots or parcels within the proximate neighborhood. In no case can an approved NCM for a side yard setback be no less than five feet (5') on each side.

4. Maximum Building height. The maximum building height shall be the lesser of:

    a. Three feet plus the average maximum ridge height of residential buildings that are on all lots or parcels that are within the proximate neighborhood; and

    b. A maximum height of 33'.

D. Non-Permissible Modifications. Building envelope, mass and scale, rear yard setbacks, and accessory structure modifications do not qualify under the NCM.

~~Table 18.34-4 NCM Standards~~						
~~Zone~~	~~(H)~~	~~Lot or Parcel Coverage~~	~~Front Setback~~	~~Side Setback~~	~~Rear Setback~~	~~Max Height~~
~~AG~~	~~33'~~	~~36% (1)~~	~~The average of all lots or parcels within the proximate neighborhood that fronts to the same street, road, or right-of way.~~	~~Combined side yard shall be at least twenty-five percent (25%) of the lot or parcel width, and no less than six feet (6') on each side.~~	~~The average rear yard setback that are on six lots or parcels of the applicant's choice within the proximate neighborhood, and no less than 15'~~	~~The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of: 1. Three feet plus the average maximum ridge height of residential~~

						~~structures that are on six lots or parcels of the applicant's choice that are within the proximate neighborhood; and 2. The maximum height of the zone specified in column (H) of Table 18.37-4 NCM Standards.~~

~~E. Table Notes.~~

~~1. Lot or parcel coverage for all lots or parcels may not exceed more than 1.15 times the average coverage of proximate neighborhood lots or parcels.~~

18.36.090 Neighborhood Compatibility Modification (NCM)

The Neighborhood Compatibility Modification (NCM) allows for modified standards from one or more of the spatial standards based upon the compatibility of the proposed residential development application with other properties/dwellings in the proximate neighborhood. The Planning Director may approve an NCM request at time of site plan submittal provided the following conditions are met:

A. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey from the proximate neighborhood, defined as a 200-foot radial distance from the property boundary. ~~Survey submitted~~ The survey must be completed by a surveyor licensed to practice in the State of Utah.

B. Submittal. NCM requests shall be submitted on a separate form and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.

C. Permissible Modifications. Building height, setbacks and lot or parcel coverage modifications may be accommodated if the request does not exceed the allowances as set forth below: ~~in Table 18.36-4 NCM Standards.~~

1. Lot or Parcel Coverage. Lot or parcel coverage may not exceed 1.15 times the average coverage of all lots and parcels in the proximate neighborhood, up to a maximum lot or parcel coverage as set forth in Table 18.36-4 Lot or Parcel

Coverage Maximums. Lot or parcel coverage is calculated by dividing the total area of all building footprints by the total area of the lot or parcel, where building footprints are measured at the outside of exterior walls at ground level. In the case where buildings or covered porches are supported by columns, footprints are measured at the outside perimeter of the base of the columns at ground level.

Table 18.36-4 Lot or Parcel Coverage Maximums	
Zone	*Lot or Parcel Coverage May Not Exceed*
R-1-3	*40%*
R-14	*40%*
R-1-5	*40%*
R-1-6	*40%*
R-1-8	*38%*
R-1-10	*36%*
R-1-15	*33%*
R-1-21	*30%*

2. Front Yard Setback. The front yard setback may not exceed the average front yard setback of all lots or parcels within the proximate neighborhood that front to the same street, road, or right-of way. For the purposes of determining an average front yard setback, setback encroachments described in MKZ 18.36.070 shall not be included the average front yard setback.

3. Side Yard Setback. The combined side yard shall setback be at least twenty-five percent (25%) of the average lot or parcel width of all lots or parcels within the proximate neighborhood. In no case can an approved NCM for a side yard setback be no less than five feet (5') on each side.

4. Maximum Building height. The maximum building height shall be the lesser of:

    a. Three feet plus the average maximum ridge height of residential buildings that are on six lots or parcels of the applicant's choice that are within the proximate neighborhood; and

    b. The maximum height of the zone specified in Table 18.36-5 Height Maximums

Table 18.36-4 Building Height Maximums	
Zone	*Building Height May Not Exceed*
R-1-3	*33'*
R-14	*33'*
R-1-5	*33'*
R-1-6	*33'*
R-1-8	*33'*

R-1-10	*35'*
R-1-15	*37'*
R-1-21	*37'*

D. Non-Permissible Modifications. Building envelope, mass and scale, rear yard setbacks, and accessory structure modifications do not qualify under the NCM.

~~Table 18.36-4 NCM Standards~~						
~~*Zone*~~	~~*(H)*~~	~~*Lot or Parcel Coverage*~~	~~*Front Setback*~~	~~*Side Setback*~~	~~*Rear Setback*~~	~~*Max Height*~~
~~R-1-3~~	~~33'~~	~~40% (1)~~	~~The average of all lots or parcels within the proximate neighborhood that fronts to the same street, road, or right-of way.~~	~~Combined side yard shall be at least twenty-five percent (25%) of the lot or parcel width, and no less than five feet (5') on each side.~~	~~The average rear yard setback that are on six lots or parcels of the applicant's choice within the proximate neighborhood, and no less than 15'~~	~~The maximum building height that may be approved by the Planning Director or designee under the NCM standards is the lesser of: 3. Three feet plus the average maximum ridge height of residential structures that are on six lots or parcels of the applicant's choice that are within the proximate neighborhood; and 4. The maximum height of the zone specified in column (H)~~
~~R-1-4~~	~~33'~~	~~40% (1)~~				
~~R-1-5~~	~~33'~~	~~40% (1)~~				
~~R-1-6~~	~~33'~~	~~40% (1)~~				
~~R-1-8~~	~~33'~~	~~38% (1)~~				
~~R-1-10~~	~~35'~~	~~36% (1)~~				
~~R-1-15~~	~~37'~~	~~33% (1)~~				
~~R-1-21~~	~~37'~~	~~30% (1)~~				

						~~of Table 18.36-4 NCM Standards.~~

~~E. Table Notes.~~

~~1. Lot or parcel coverage for all lots or parcels may not exceed more than 1.15 times the average coverage of proximate neighborhood lots or parcels.~~

18.37.090 Neighborhood Compatibility Modification (NCM)

The Neighborhood Compatibility Modification (NCM) allows for modified standards from one or more of the spatial standards based upon the compatibility of the proposed residential development application with other lots/dwellings in the proximate neighborhood. The Planning Director may approve an NCM request at time of site plan submittal provided the following conditions are met:

A. Evidence. Compliance with the corresponding neighborhood conditions must be established by a survey of the proximate neighborhood ~~Survey submitted~~ The survey must be completed by a surveyor licensed to practice in the State of Utah.

B. Submittal. NCM requests shall be submitted on a separate land use application and shall include an additional review fee as set forth in the Millcreek Consolidated Fee Schedule.

C. Permissible Modifications. Building height, setbacks and lot or parcel coverage modifications may be accommodated if the request does not exceed the allowances as set forth below: ~~in Table 18.37-4 NCM Standards.~~

1. Lot or Parcel Coverage. Lot or parcel coverage may not exceed 1.15 times the average coverage of all lots and parcels in the proximate neighborhood, up to a maximum lot or parcel coverage as set forth in Table 18.37-4 Lot or Parcel Coverage Maximums. Lot or parcel coverage is calculated by dividing the total area of all building footprints by the total area of the lot or parcel, where building footprints are measured at the outside of exterior walls at ground level. In the case where buildings or covered porches are supported by columns, footprints are measured at the outside perimeter of the base of the columns at ground level.

Table 18.36-4 Lot or Parcel Coverage Maximums	
Zone	*Lot or Parcel Coverage May Not Exceed*
R-2-6.5	*45%*
R-2-8	*43%*
R-2-10	*40%*

2. Front Yard Setback. The front yard setback may not exceed the average front yard setback of all lots or parcels within the proximate neighborhood that front to the same street, road, or right-of way. For the purposes of determining an average front yard setback, setback encroachments described in MKZ 18.37.070 shall not be included the average front yard setback.

3. Side Yard Setback. The combined side yard shall setback be at least twenty-five percent (25%) of the average lot or parcel width of all lots or parcels within the proximate neighborhood. In no case can an approved NCM for a side yard setback be no less than five feet (5') on each side.

4. Maximum Building height. The maximum building height shall be the lesser of:

    1. Three feet plus the average maximum ridge height of residential buildings that are on six lots or parcels of the applicant's choice that are within the proximate neighborhood; and

    2. The maximum height of the zone specified in Table 18.36-5 Height Maximums

Table 18.36-4 Building Height Maximums	
Zone	*Building Height May Not Exceed*
R-2-6.5	*33'*
R-2-8	*33'*
R-2-10	*35'*

D. Non-Permissible Modifications. Building envelope, mass and scale, rear yard setbacks, and accessory structure modifications do not qualify under the NCM.

~~Table 18.37-4 NCM Standards~~						
~~*Zone*~~	~~*(H)*~~	~~*Lot or Parcel Coverage*~~	~~*Front Setback*~~	~~*Side Setback*~~	~~*Rear Setback*~~	~~*Max Height*~~
~~R-2-6.5~~	~~33'~~	~~45% (1)~~	~~The average of all lots or parcels within the proximate neighborhood that fronts to the same~~	~~Combined side yards shall be at least twenty-five percent (25%) of the lot or~~	~~The average rear yard setbacks that are on six lots or parcel of the applicant's choice within the proximate~~	~~The maximum building height that may be approved by the Planning Director or designee under the NCM~~
~~R-2-8~~	~~33'~~	~~43% (1)~~				
~~R-2-10~~	~~35'~~	~~40% (1)~~				

			~~street, road, or right-of-way.~~	~~parcel width, and no less than six feet (6') on each side.~~	~~neighborhood, and no less than 15'~~	~~standards is the lesser of: 1. Three feet plus the average maximum ridge height of residential structures that are on six lots or parcels of the applicant's choice that are within the proximate neighborhood; and 2. The max height of the zone specified in column (H) of Table 18.37-4 NCM Standards.~~

~~E. Table Notes.~~

~~1. Lot or parcel coverage for all lots or parcels may not exceed more than 1.15 times the average coverage of proximate neighborhood lots or parcels.~~

18.97.030 Alphabetized Definitions

Building Footprint or Footprint means the portion of a building, measured from the outside of exterior walls or columns at ground level, that covers the ground, excluding the edge of roofs that overhang exterior walls.

Lot or Parcel Coverage means the measurement of land use intensity that represents the portion of a lot or parcel occupied by the principal building and all accessory buildings, including the total area of all roofed buildings and structures but excluding all other impervious improvements such as sidewalks, driveways, uncovered patios, uncovered decks and ~~open~~ uncovered porches. Lot or parcel coverage is calculated by dividing the total area of all building footprints by the total area of the lot or parcel, where building footprints are measured at the outside of exterior walls at ground level. In the case where buildings or covered porches are supported by columns, footprints are measured at the outside perimeter of the base of the columns at ground level.

This Ordinance, assigned Ordinance No. 26-34, shall take effect as soon as it shall be published or posted as required by law, deposited, and recorded in the office of the City Recorder, and accepted as required herein.

PASSED AND APPROVED this 26th day of May, 2026.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
Ordinance 26-34: AN ORDINANCE OF MILLCREEK AMENDING TITLE 18 OF THE MILLCREEK MUNICIPAL CODE FOR THE PURPOSE OF ESTABLISHING NEIGHBORHOOD COMPATIBILITY REQUIREMENTS AND REGULATING LOT AND PARCEL COVERAGE IN RESIDENTIAL ZONES was adopted the 26th day of May, 2026 and that a copy of the foregoing Ordinance 26-34 was posted in accordance with Utah Code 10-3-711 this ____ day of May, 2026.

_____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 26-35

AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1285 EAST VILLA VISTA AVENUE FROM THE COMMERCIAL (C) ZONE TO THE CITY CENTER OVERLAY – DEVELOPMENT AGREEMENT (CCOZ-DA) ZONE

WHEREAS, the Millcreek Council ("Council") met in a regular meeting on May 26, 2026, to consider, among other things, an ordinance rezoning certain property located at approximately 1285 East Villa Vista Avenue from the Commercial (C) zone to the City Center Overlay – Development Agreement (CCOZ-DA) zone; and

WHEREAS, Utah Code Ann. § 10-20-503 provides in part that the Council may make zoning map amendments; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council may not make any amendment to its land use ordinances unless the amendment was first submitted to the planning commission for its recommendation; and

WHEREAS, Utah Code Ann. § 10-20-503 also provides that the Council shall comply with the procedure specified in Utah Code Ann. § 10-20-502 in preparing and adopting an amendment to a land use regulation; and

WHEREAS, Utah Code Ann. § 10-20-502 provides planning commission shall provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4) and hold a public hearing on the proposed land use ordinances; and

WHEREAS, on March 31, 2026, the required public hearing notice was published; and

WHEREAS, on April 8, 2026, the proposed amendment was submitted to the planning commission for its recommendation; and

WHEREAS, on April 15, 2026, the planning commission held the required public hearing with respect to this rezone; and

WHEREAS, on April 15, 2026, planning commission meeting the Millcreek Planning Commission recommended approval of the proposed rezone; and

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

WHEREAS, on May 20, 2026, the Council caused the required notice to be given; and

WHEREAS, on April 27, 2026, the Council discussed the rezone application, and on May 26, 2026, the Council considered the rezone during a public meeting; and

WHEREAS, Section 18.33.020 of the Millcreek Code of Ordinances provides that each of the sections of the City which are amended or zoned be shown on the maps on file with Millcreek; and

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

NOW THEREFORE, BE IT ORDAINED by the Council that the property described in File # ZM-26-005 filed by Mike Oborn, the property located at 1285 East Villa Vista Avenue is hereby rezoned/reclassified from the Commercial (C) zone to the City Center Overlay – Development Agreement (CCOZ-DA) zone, such property being more particularly described as follows:

Parcel No: 16292810140000

Address: 1285 East Villa Vista Avenue

Legal Description: BEG 33 FT N & 304.5 FT W FR W 1/4 COR SEC 28 T 1S R 1E SL MER W 85 FT N 10 RDS M OR L TO S LINE OF ELGIN ORCHARD SUB N87^30' E 85 FT M OR L TO PT DUE N FR BEG S 10.1 RDS M OR L TO BEG BEING IN LOT 15 BLK 27 10 AC PLAT A BIG FIELD SUR 0.28 AC. 4451-887, 883, 889. 4974-0572 6104-2932 6446-0630 6687-1326,1327 10379-2867 10382-9215 10684-4758 11489-3748

BE IT FURTHER ORDAINED, that pursuant to Section 18.33.020 of the Millcreek Code of Ordinances that the official zoning map showing the change enacted hereby be filed as provided in Section 18.33.020.

This Ordinance assigned no. 26-35, 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 26th day of May, 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-35: AN ORDINANCE REZONING CERTAIN PROPERTY LOCATED AT APPROXIMATELY 1285 EAST VILLA VISTA AVENUE FROM THE COMMERCIAL (C) ZONE TO THE CITY CENTER OVERLAY – DEVELOPMENT AGREEMENT (CCOZ-DA) ZONE was adopted the 26th day of May 2026 and that a copy of the foregoing Ordinance 26-35 was posted in accordance with Utah Code 10-3-711 this ____ day of May, 2026.

_____
Elyse Sullivan, City Recorder

MILLCREEK, UTAH
ORDINANCE NO. 26-36

AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR AN OWNER OCCUPIED, TWENTY-THREE UNIT RESIDENTIAL CONDOMINIUM COMPLEX WITH RESPECT TO APPROXIMATELY 0.32 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1285 E VILLA VISTA AVENUE

WHEREAS, the Millcreek Council ("*Council*") met in regular meeting on May 26, 2026, to consider, among other things, an ordinance approving a development agreement for an owner occupied, twenty-three unit residential condominium complex with respect to approximately 0.32 acres of real property located at approximately 1285 E Villa Vista Avenue; and

WHEREAS, the Utah Code Ann. § 10-20-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council a Development Agreement for the referenced property ("Development Agreement"); and

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

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

PASSED AND APPROVED by the Council the 26th day of May 2026.

M**ILLCREEK**

_____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-36: AN ORDINANCE OF THE MILLCREEK COUNCIL APPROVING A DEVELOPMENT AGREEMENT FOR AN OWNER OCCUPIED, TWENTY-THREE UNIT RESIDENTIAL CONDOMINIUM COMPLEX WITH RESPECT TO APPROXIMATELY 0.32 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1285 E VILLA VISTA AVENUE was adopted the 26th day of May 2026 and that a copy of the foregoing Ordinance 26-36 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2026.

_____
Elyse Sullivan, City Recorder

When recorded, return to:

Millcreek
Attn: Mayor
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2026 (the "Effective Date"), by and between _____,(the "Developer") and Millcreek City, a municipal corporation of the State of Utah (the "City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, the Developer owns, or will own, approximately .32 acres of real property located at 1285 East Villa Vista in Millcreek, Utah, as more particularly described on Exhibit A attached hereto (the "Property"). The Parties desire that the Property be developed as twenty-three (23) condominiums (the "Project") in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is located in the Commercial "C" Zone ("CCOZ"), and

WHEREAS, the Developer has requested that the Property be rezoned ("Rezone") from the Commercial (C) to the City Center Overlay Development Agreement Zone ("CCOZ-DA"); and

WHEREAS, the Developer intends to develop the Property consistent with certain design criteria as identified in Exhibit "B" and with the concept plans as shown in Exhibit "C"; and

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

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

WHEREAS, the City and Developer acknowledge and intend for the terms of this Agreement to be enforceable, and for the rights of the Developer to develop the Property only if the City Council, in its sole and absolute legislative discretion, approves the Rezone and this Agreement (as evidenced by the City's signature to this Agreement); and

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Anything in Section 2 notwithstanding, except as provided below, the Parties intend that this Agreement grants the Developer the vested right to develop the Project under the ordinances, policies, and standards of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that are in effect as of the Effective Date, as modified by the design criteria attached hereto as Exhibit B, the concept plan attached hereto as Exhibit C, and the provisions of this Agreement (the "Vested Laws").

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

3.1.1. State and Federal Compliance. The City's future laws, which are generally applicable to all properties in the City, and which are necessary to comply with State and Federal laws and regulations affecting the Project;

3.1.2 Codes. City development standards, engineering requirements, and supplemental specifications for Public Works, and any new editions or replacements thereof, and any City's future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.1.3 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;

3.1.4 Fees. Changes to the fees for processing development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.1.5 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City in accordance with applicable law; and

3.1.6 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

3.2 **Developer's Voluntary Submission to Future Laws**. If the Developer provides express written notice of its intent to abide by the City's future laws/ordinances that are in place at the time when the Developer submits a development application, then such future laws/ordinances shall apply to such development application, without waiving the Developer's right to submit future development applications under the Vested Laws.

3.3 **Timing and Rate of Development**. The City acknowledges that as of the Effective Date, the Developer cannot predict if, when, or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside the control of the Developer, such as market orientation and demand, competition, availability of qualified laborers, and weather conditions. Nothing in this Agreement shall be construed to require the Developer to proceed with developing the Project or any portion thereof or any Phase, provided (a) once development has

commenced, such development shall be in accordance with the terms of this Agreement; and (b) once vertical construction has commenced, such construction shall be completed in a commercially reasonable timeframe, subject to the provisions of Section 15 below.

3.4 **Acquisition of Property**. The rights and obligations of the Developer and the City under this Agreement are conditioned on Developer acquiring the Property. If the Developer fails to acquire the Property, this Agreement shall automatically terminate.

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

5. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit B.

6. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder following the acquisition of the Property by Developer, shall be deemed to run with the Property, and shall encumber the same; and, subject to the provisions of Section 14 below, shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property. No breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person that acquires title to the Property, or any portions thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7. **Assignment.** This Agreement shall be binding upon any successors and assigns. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent; however, this restriction on assignment shall not prohibit or impede the sale by the Developer to any third party. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement, without the consent of the City but with notice to the City, to any person or entity that controls, is under common control with, or is controlling Developer. For purposes of this paragraph, control exists in all cases in which the entity is a member of a controlled group of corporations as defined pursuant to section 1563 of the Internal Revenue Code.

8. **No Joint Venture, Partnership, or Third-Party Rights**. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

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

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

TO DEVELOPER:

Attn:

TO CITY: Millcreek

Cheri Jackson, Mayor

1330 E Chambers Ave

Millcreek, Utah 84106

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

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

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

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

the case of a material default by Developer that remains uncured thirty (30) days after written notice of such default, unless Developer commences curing such default within such thirty (30) day period and diligently pursues such cure; provided, if the Council finds on the record in a public meeting that a default by the Developer materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a default would also impair a compelling, countervailing interest of the City, the City may immediately pursue the remedies after the public meeting which finds such material impairment of a compelling, countervailing interest of the City. The City shall give reasonable notice to the Developer of any public meeting at which an emergency default is to be considered, and the Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency default.

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

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Millcreek

ATTEST:

_____

Cheri Jackson, Mayor

_____

Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that she is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

DEVELOPER

By: _____

Name:

Title:

OWNER/DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____,and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

Exhibit A

(Legal description)

1285 E Villa Vista Ave
16-29-28-1014-0000

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

Exhibit B

1. **Uses.** The project shall consist of 23 affordable, condominium units.

2. **Community Reinvestment Agreement:** The Applicant must meet all obligations set in the Participation Agreement by and between the Millcreek Community Investment Agency, as depicted in Exhibit C.

3. **Ownership.** Prior to the City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.

    - The Developer shall record a final subdivision plat within one year of the date of Site Plan/Conditional Use Permit approval to create individual lots for each of the fourteen (23) units.

    - To ensure owner occupancy for each of the twenty-three units, the Developer shall, prior to issuance of any building permits with respect to the Project, record a subdivision plat to create twenty-tree (23) condominium units, common areas, property line alignments, right of way dedication (if any) and all easements for access, utilities, shared parking, shared open space, etc., along with a restrictive use agreement with the office of the Salt Lake County Recorder, including language as set forth in item **No. 9 of Exhibit "B"** attached hereto and a Notice and Declaration of Deed Restriction in the form attached as Exhibit "D."

    - Notice and Declaration of Deed Restriction shall apply to the twenty-three (23) condominium units.

    - The Notice and Declaration of Deed Restriction shall be recorded concurrently with the subdivision plat.

2. **Height.** The height of the buildings shall be measured from the lowest elevation point of original grade (4408 ft), as depicted in the attached ALTA/NSPS Land Title & Topography Survey, Exhibit C. Height shall be no higher than 65 feet, as depicted in Exhibit C.

3. **Setbacks.** The minimum building setbacks shall be according to MKZ 18.47 (CCOZ), and as depicted in Exhibit C.

4. **Parking.** The Project shall have at least 23 resident parking stalls, which shall be contained within the parking garage, located on the ground floor of the proposed building, as well as four (4) stalls for guest parking. The breakdown of parking stalls is the following, as depicted in Exhibit C:

    - 17 standard parking stalls (1 out of 17 will be an EV stall)
    - 1 accessible parking stall (1 out of 17 will be an EV stall)
    - 5 compact parking stalls (1 out of 17 will be an EV stall)
    - 2 on-street guest-parking stalls (as per 1285 E Villa Vista Avenue's prescribed cross-sections)

- At least 2 additional on-street guest parking stalls, constructed by Developer within the right-of-way along the frontage of 1291 East Villa Vista Avenue, as angled parking depicted conceptually in Exhibit C. Street improvements must meet adopted engineering standards and shall conform with the streetscape design for neighborhood streets as depicted in Figure 18.47.7and Table 18.47-8, Section 18.47.060 of the Millcreek Code .

5. **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the City Center Overlay Zone (CCOZ) ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit C.

6. **Landscaping.** Landscaping shall comply with the requirements of MKZ 18.64 (Landscape standards) and the Millcreek City Center Urban Forestry Standard. Landscaping materials shall include native or endemic groundcover. Turf grass is prohibited for use as a ground cover.

7. **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting the Villa Vista right-of-way. Additionally, The Developer shall install frontage improvement to the abutting right of way (including but not limited to plaza, curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities), as depicted in Exhibit C.

8. **Streetscape and Dedication.** The streetscape along 1285 E and 1291 E Villa Vista Ave shall be installed as depicted in Exhibit C, following the cross sections recommended by the Engineering Department and the streetscape design for neighborhood streets as depicted in Figure 18.47.7and Table 18.47-8, Section 18.47.060 of the Millcreek Code .

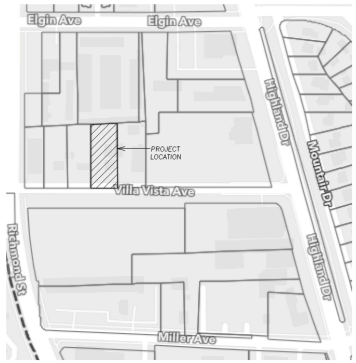
9. **Restrictive-Use Agreement**. The Developer shall include the language set by the Utah Housing Corporation, as depicted in Exhibit D, in a declaration of covenants, conditions, and restrictions (CC&Rs) against the Property, which is to be recorded by the Developer at the time of recording a subdivision plat and shall apply to each of all of the Twenty-three (23) condominium units:

Exhibit C

KEYED NOTES

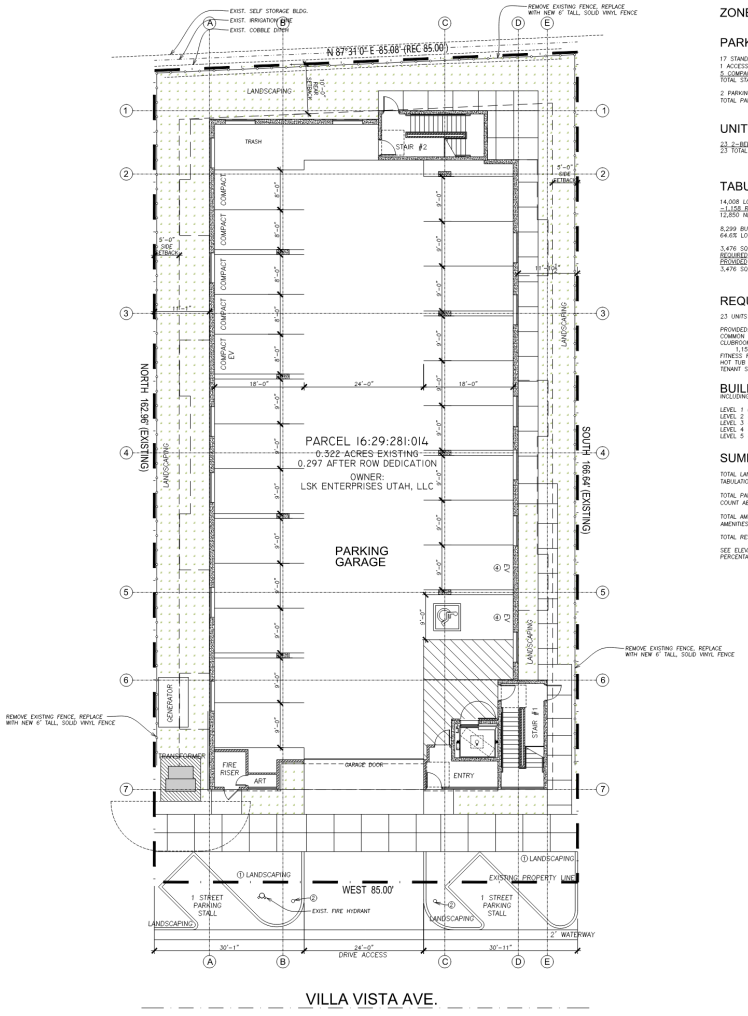
1. PAPERBARK MAPLE STREET TREES REQUIRED ALONG VILLA VISTA AVENUE. TREE SIZE SHALL BE A MINIMUM OF TWO INCH CALIPER AT TIME OF PLANTING. A PERMIT MUST BE OBTAINED FROM MILLCREEK CITY BEFORE PLANTING ANY TREE IN A PARKSTRIP. TREES MUST HAVE THE FOLLOWING SETBACKS:
   - 5' FROM DRIVEWAY
   - 10' FROM NON-TRAFFIC CONDUCTING SIGNAGE
   - 10' FROM FIRE HYDRANT
   - 15' FROM UTILITY POLE AND/OR LIGHT
   - 30' FROM AN INTERSECTION WITH TRAFFIC LIGHTS
   - 15' FROM A TREE THAT IS SMALL IN SIZE AT MATURITY
   - 20' FROM A TREE THAT IS MEDIUM IN SIZE AT MATURITY
   - 30' FROM A TREE THAT IS LARGE IN SIZE AT MATURITY

   COORDINATE TREES WITH LANDSCAPE PLANS.
2. ALL STREET LIGHTING ON NEIGHBORHOOD STREETS AND MILLCREEK COMMON STREET SHALL UTILIZE THE STREETLIGHT SHOWN AT B/A-101.1. COORDINATE LOCATION WITH C5
3. UTILITIES MUST BE BURIED UNDERGROUND
4. PARKING STRUCTURES SHALL INCLUDE ONE 220V ELECTRIC VEHICLE CHARGING STATION PER EACH 10 STALLS.
5. BUILDING TO BE DESIGNED TO BE AT LEAST 5% BETTER THAN THE STATE-ADOPTED INTERNATIONAL ENERGY CONSERVATION CODE AND ASHRAE STANDARDS.



C A-100.1 VICINITY MAP
SCALE: 1" = 10'

B A-100.1 TYPICAL STREET LIGHT
SCALE: 1" = 10'



VILLA VISTA AVE.

NORTH

A A-100.1 SITE PLAN
SCALE: 1" = 10'

ZONE = C-3

PARKING COUNT

17 STANDARD PARKING STALLS (1 OF WHICH IS EV)
1 ACCESSIBLE PARKING STALL (1 OF WHICH IS EV)
6 COMPACT PARKING STALLS (1 OF WHICH IS EV)
TOTAL STALLS IN PARKING GARAGE = 23

2 PARKING STALLS ON-STREET = 2
TOTAL PARKING STALLS = 25 (1.1 STALLS PER UNIT)

UNIT COUNT

23 2-BEDROOM UNITS
23 TOTAL UNITS

TABULATION TABLE

14,008 LOT AREA, EXISTING
-1,158 ROW DEDICATION
12,850 NEW LOT AREA

8,299 BUILDING FOOTPRINT (LEVEL 1)
64.6% LOT COVERAGE

3,476 SQ. FT. LANDSCAPED AREA
REQUIRED OPEN SPACE IS 20% OF LOT = 2,599 SQ. FT.
PROVIDED OPEN SPACE:
3,476 SQ. FT. LEVEL 1 OPEN SPACE (27%)

REQUIRED AMENITIES

23 UNITS REQUIRES 1 AMENITY SPACE PER TABLE 19.44-4

PROVIDED:
COMMON DECK = 1,758 SQ. FT.
CLUBROOM WITH SITTING AREA, TV, FIREPLACE, AND SERVING AREA = 1,153 SQ. FT.
FITNESS ROOM = 381 SQ. FT.
HOT TUB = 100 SQ. FT.
TENANT STORAGE = 978 SQ. FT.

BUILDING AREA

INCLUDING COMMON DECKS AND UNIT DECKS

LEVEL 1 (PARKING) = 8,270 SQ. FT.
LEVEL 2 = 8,908 SQ. FT.
LEVEL 3 = 9,175 SQ. FT.
LEVEL 4 = 9,175 SQ. FT.
LEVEL 5 = 9,175 SQ. FT.

SUMMARY TABLE

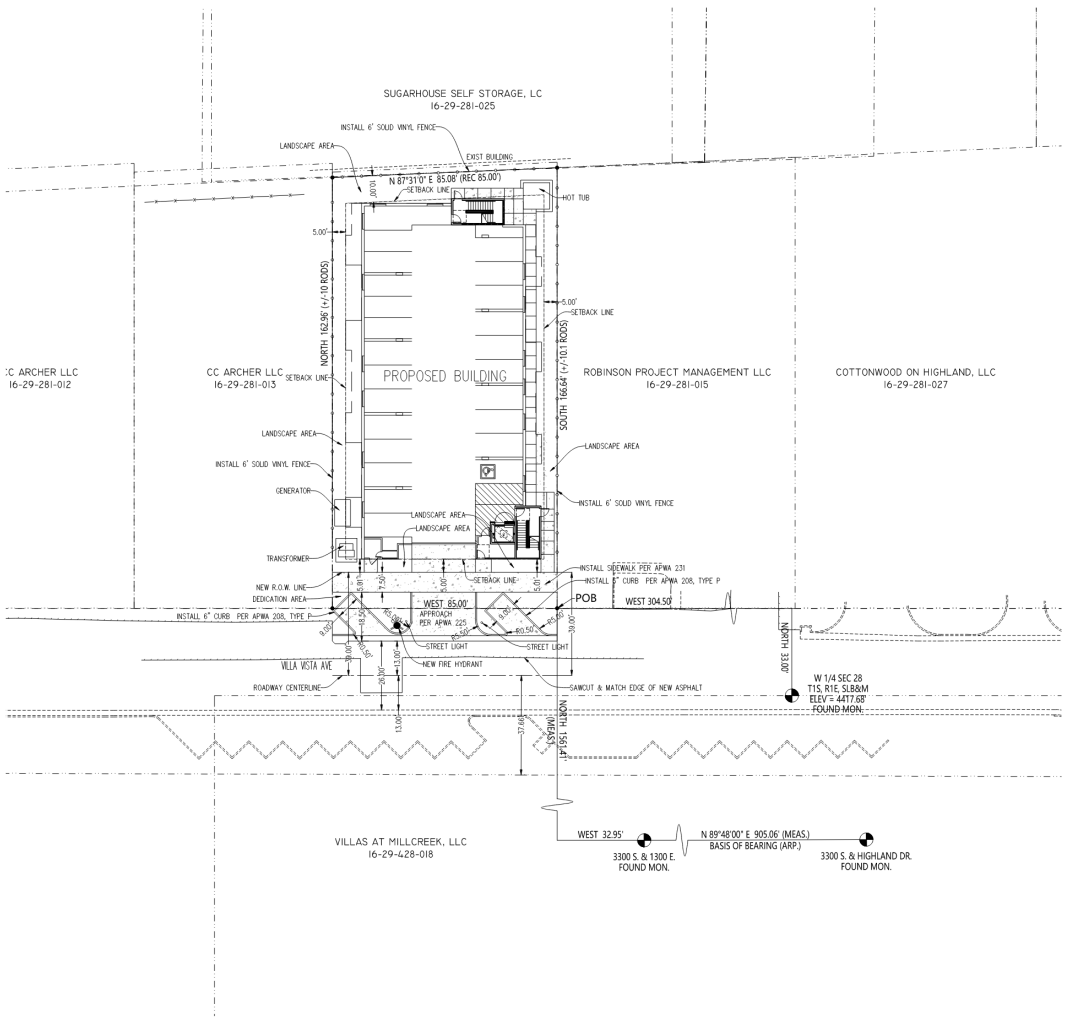
TOTAL LANDSCAPE AREA = 3,476 SQ. FT. (SEE TABULATION TABLE ABOVE.)

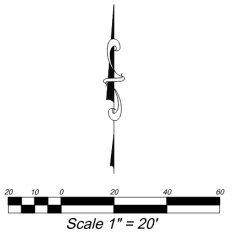
TOTAL PARKING AREA = 8,299 SQ. FT. (SEE PARKING COUNT ABOVE.)

TOTAL AMENITY AREA = 4,970 SQ. FT. (SEE REQUIRED AMENITIES ABOVE.)

TOTAL RESIDENTIAL AREA = 29,120 SQ. FT.

SEE ELEVATIONS FOR MATERIAL, DOOR, AND WINDOW PERCENTAGES





BOUNDARY DESCRIPTION

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Katie Baska at kbaska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Jake Green. Contact by phone 801-560-6393 or email at jgreen@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

GENERAL NOTES

1. ZONE=C-3.
2. PARCEL: 16:29:281:014
3. REQUIRED LOT COVERAGE: MAX:80%, MIN:50%, PROVIDED: 64.4%
4. PROPOSED BUILDING SQUARE FOOTAGE INCLUDING COMMON DECKS AND UNIT DECKS.
   LEVEL 1 (PARKING) = 8,270 S.F.
   LEVEL 2 = 8,908 S.F.
   LEVEL 3 = 9,175 S.F.
   LEVEL 4 = 9,175 S.F.
   LEVEL 5 = 9,175 S.F.
5. PARKING REQUIREMENTS:
   23 STALLS REQUIRED/PROVIDED IN PARKING GARAGE (1) OF WHICH IS VAN ACCESSIBLE.
   6 GUEST PARKING REQUIRED.
   2 STALLS ON-STREET IN FRONT OF BUILDING
   4 ADDITIONAL GUEST PARKING WILL BE PROVIDED BY AGREEMENT ON AN ADJACENT PROPERTY.
6. UNIT COUNT
   (23) 2-BEDROOM, 2 BATH UNITS.
7. REQUIRED AMENITIES
   23 BEDROOMS REQUIRE 1 AMENITY SPACE PER TABLE 19.44-4

   PROVIDED:
   COMMON DECK = 1,751 S.F.
   CLUBROOM WITH SITTING AREA, TV, FIREPLACE, AND SERVING AREA = 1,362 S.F.
   FITNESS ROOM = 991 S.F.
   HOT TUB = 100 S.F.

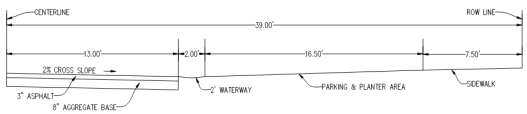
8. STREET LIGHTING - SEE UTILITY PLAN FOR LIGHTPOLE LOCATIONS AND SEE DETAIL SHEETS FOR DETAIL.
9. THE SUBJECT PROPERTY HAS EXISTING STRUCTURES THAT WILL BE REMOVED.
10. THE EXISTING FENCES SURROUNDING THE PROPERTY WILL BE REPLACED.
11. THERE ARE NO KNOWN EASEMENTS ON THE PROPERTY.
12. THE PROPOSED PROJECT IS A NEW APARTMENT BUILDING.
13. TRASH WILL BE STORED INSIDE THE BUILDING.
14. APWA STANDARD DETAILS WILL BE USED FOR ALL ROW, T-PATCH, SIDEWALK, CURB & GUTTER, TRENCHING, ETC.

DISCLOSURE NOTE

NO ACTIVE FAULTS ARE MAPPED AS BEING LOCATED ON THE PROPERTY. THE NEAREST SURFACE TRACE OF A MAPPED ACTIVE FAULT IS THAT OF THE WASATCH FAULT, APPROXIMATELY 375 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF THE PROPERTY (UTAH GEOLOGICAL SURVEY, 2021)

LAND USE TABULATIONS

TOTAL AREA:	14,008 S.F. = 0.3216 ACRES		
ROW DEDICATION AREA:	1,158 S.F.		
REMAINING LOT AREA:	12,850 S.F.	=	100%
BUILDING AREA:	8,270 S.F.	=	64.4%
IMPERVIOUS AREA:	1,104 S.F.	=	8.6%
LANDSCAPE AREA:	3,476 SF	=	27.0%
(REQUIRED LANDSCAPE=2,599 SF OR 20%. HAVE 27%)			
BUILDING LOT COVERAGE IS 64.4%			



VILLA VISTA AVE CROSS-SECTION

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK	REVISIONS		
	Rev.	Date	Description
WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN FOUND MONUMENT ELEVATION = 4417.68	1	05/01/26	REVISED PER CITY REVIEW #1 COMMENTS

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

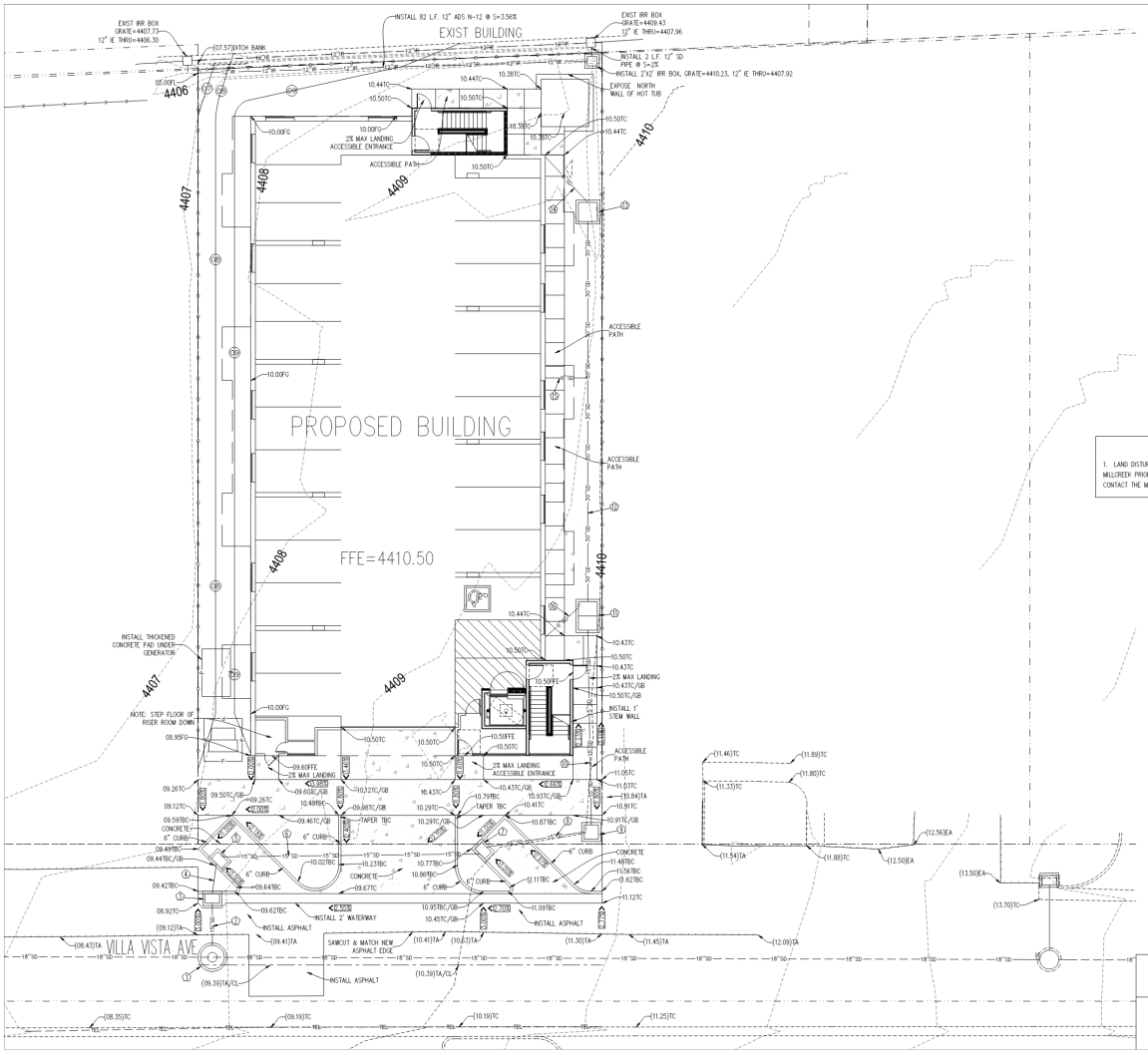
THE RESIDENCES AT MILLCREEK

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by:	Scale:
D.W.P.	1"=20'
Designed by: D.W.P.	Date: 12/29/25
Checked by: D.W.P.	C3

SITE PLAN

REGISTERED PROFESSIONAL ENGINEER No. 270393 DAVID W. PETERSON STATE OF UTAH



STORM DRAIN KEYED NOTES

1. INSTALL 5' DIAMETER MANHOLE AND CONNECT TO EXISTING 18" STORM DRAIN LINE. RIM=4409.13, 15" IE IN=4405.02, EXISTING 18" IE THRU=4402.05
2. INSTALL 9 L.F. 15" ADS N-12 @ S=2%
3. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4408.84, 15" IE THRU=4405.20
4. INSTALL 6 L.F. 15" ADS N-12 @ S=0.5%
5. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4408.94, 15" IE THRU=4405.23
6. INSTALL 54 L.F. 15" ADS N-12 @ S=0.5%
7. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4410.27, 15" IE THRU=4405.50
8. INSTALL 21 L.F. 15" ADS N-12 @ S=0.4%
9. INSTALL 3'X3' CATCH BASIN WITH GRATE, GRATE=4410.80, 15" IE THRU=4405.59
10. INSTALL 41 L.F. 15" ADS N-12 @ S=0.4%
11. INSTALL 4'X6' ORIFICE/OVERFLOW BOX, GRATE=4410.00, 30" IE IN=4405.76, 6" IE IN=4407.26, 15" IE OUT=4405.76, TOP OF OVERFLOW BAFFLE=4408.50, BAFFLE TO HAVE 2" ORIFICE WITH FLOWLINE AT 4405.76, INSTALL SNOUT TYPE 12' OVER ORIFICE, SEE OVERFLOW DETAIL, BOTTOM OF BOX=4402.00
12. INSTALL 80 L.F. 30" ADS N-12 @ S=0.3%
13. INSTALL 4'X4' CONCRETE BOX WITH GRATE, GRATE=4410.00, 6" IE IN=4407.50, 30" IE OUT=4406.00
14. INSTALL 13 L.F. 6" ADS @ S=1% MIN. AND CONNECT TO CONCRETE BOX ON ONE END AND CONNECT TO ROOF DRAIN DOWNSPOUT AT BUILDING ON THE OTHER.
15. INSTALL 9 L.F. 6" ADS @ S=1% MIN. AND CONNECT TO 30" STORM DRAIN PIPE WITH INSERTA TEE ONE END AND CONNECT TO ROOF DRAIN DOWNSPOUT AT BUILDING ON THE OTHER.
16. INSTALL 9 L.F. 6" ADS @ S=1% MIN. AND CONNECT TO CONCRETE BOX ON ONE END AND CONNECT TO ROOF DRAIN DOWNSPOUT AT BUILDING ON THE OTHER.

FEMA FLOOD ZONE:

FIRM PANEL 49035C0303G ZONE X, EFFECTIVE 09/25/2009.

GRADING NOTE

1. LAND DISTURBANCE AND GRADING PERMIT MUST BE OBTAINED FROM MILLCREEK PRIOR TO DISTURBING ANY VEGETATION OR MOVING ANY SOIL. CONTACT THE MILLCREEK PUBLIC WORKS DEPARTMENT.

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Jake Green. Contact by phone 801-560-6393 or email at jgreen@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

10 5 0 10 20 30

Scale 1" = 10'

GRADING LEGEND

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
EA	EDGE OF ASPHALT
RIM	RIM ELEVATION
FL	FLOWLINE
EG	EXIST GROUND
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
IE	INVERT ELEVATION
	DIRECTION OF DRAINAGE
(00.00)TC	EXISTING ELEVATION
00.00TC	PROPOSED ELEVATION
4808	EXISTING CONTOUR
	PROPOSED CONTOUR
	STORM DRAIN KEYED NOTE

REGISTERED PROFESSIONAL ENGINEER 5/1/25 No. 270393 DAVID W. PETERSEN STATE OF UTAH

SURVEYOR: AZTEC ENGINEERING 732 N. 780 W. AMERICAN FORK, UT. 84003 aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description
1	05/01/25	REVISED PER CITY REVIEW #1 COMMENTS

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David W. Peterson, P.E., License #270393
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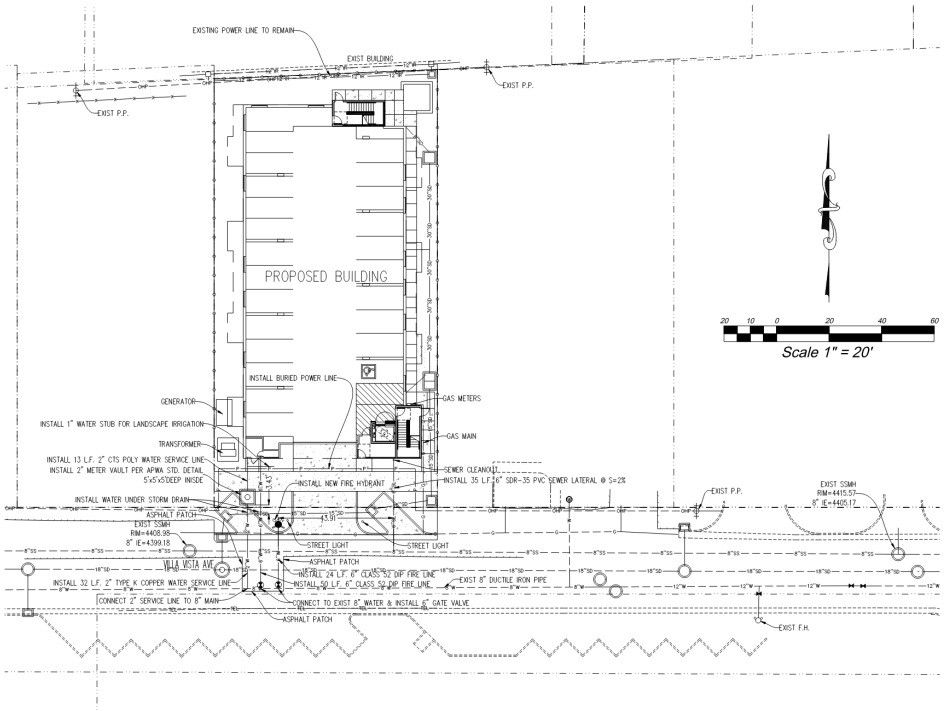
P: (801) 756-4504; david@excelcivil.com

THE RESIDENCES AT MILLCREEK

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.	GRADING/DRAINAGE PLAN	Scale: 1"=10'	
Designed by: D.W.P.		Date: 12/29/25	
Checked by: D.W.P.			C4



SLCPU NOTE:

1. ALL WATER TRENCHING MUST BE SLCDPU STANDARD PRACTICE NO. 1. SEE DETAIL SHEET C9.
2. SEE SHEET C8 FOR OTHER SALT LAKE CITY PUBLIC UTILITY NOTES

MT. OLYMPUS IMPROVEMENT DISTRICT NOTES:

1. OLD SEWER LATERAL(S) MUST E CAPPED OFF WITH A DISTRICT INSPECTOR PRESENT BEFORE ANY ADDITIONAL PERMITS WILL BE ISSUED ON THE PROJECT. CALL (801) 262-2904 AND PRESS OPTION 2 TO SCHEDULE CAP OFF INSPECTION.
2. EXCAVATING CONTRACTOR TO CONTACT THE DISTRICT 2-3 WEEKS BEFORE THE START OF WORK FOR PERMITTING, BONDING, AND THE PAYMENT OF FEES. CONTACT THE DISTRICT ENGINEER AT (801) 513-1080.

UTILITY NOTE:

1. POWER COMPANY, GAS COMPANY AND COMMUNICATION COMPANIES ARE RESPONSIBLE FOR SUBMITTING DESIGN PLANS AS REQUIRED BY TITLE 14 CHAPTER 32 OF THE REVISED ORDINANCES OF SALT LAKE CITY FOR ALL PROPOSED WORK FOR THEIR RESPECTIVE UTILITY LINES FOR THIS PROJECT IN OR ADJACENT TO THE CITY ROW OR A PUBLIC UTILITIES ROW. PLAN REVIEWS ARE REQUIRED BY THE SLCDPU UTILITY COORDINATOR AND THE CITY ENGINEERING PUBLIC WAY PERMIT PLAN EXAMINER.

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Jake Green. Contact by phone 801-560-6393 or email at jgreen@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

STORM DRAIN DESIGN:

SEE GRADING SHEET FOR STORM DRAIN DESIGN.

UTILITY LEGEND

- FIRE HYDRANT
- SIDEWALK/CONCRETE
- 8"W — CULINARY WATER PVC C-900
- 8"SS — SEWER PIPE PVC SDR-35
- 15"SD — STORM DRAIN PIPE ADS
- EDGE OF ASPHALT
- X — X — EXIST FENCE
- NEW FENCE
- OHP — OHP — OVERHEAD POWER LINE
- P — BURIED POWER LINE
- TV — TELEVISION LINE
- TEL — TELEPHONE LINE
- G — GAS LINE

REGISTERED PROFESSIONAL ENGINEER
No. 270393
DAVID W. PETERSON
STATE OF UTAH
5/1/26

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK	REVISIONS		
WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDAN FOUND MONUMENT ELEVATION = 4417.68	Rev.	Date	Description
	1	05/01/26	REVISED PER CITY REVIEW #1 COMMENTS

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarcrafty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

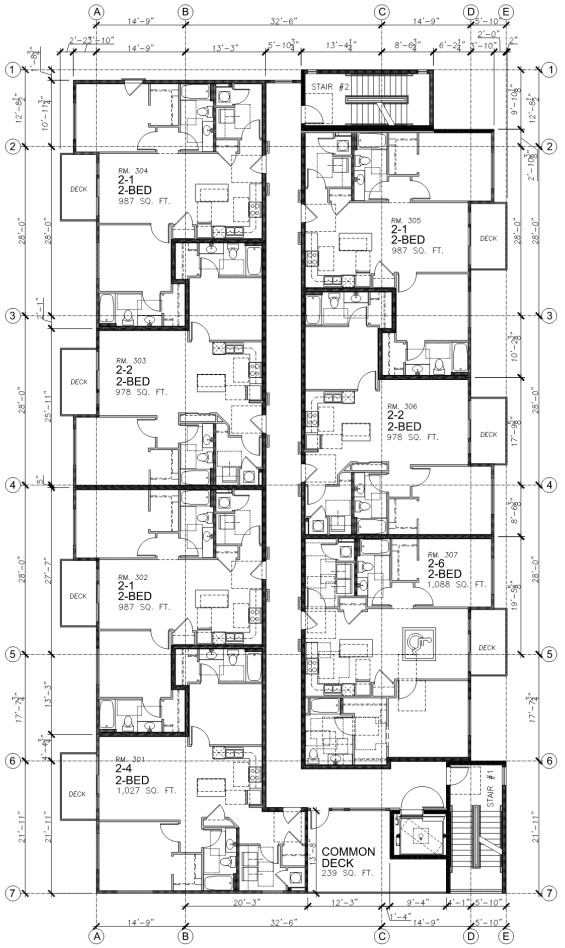
THE RESIDENCES AT MILLCREEK

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

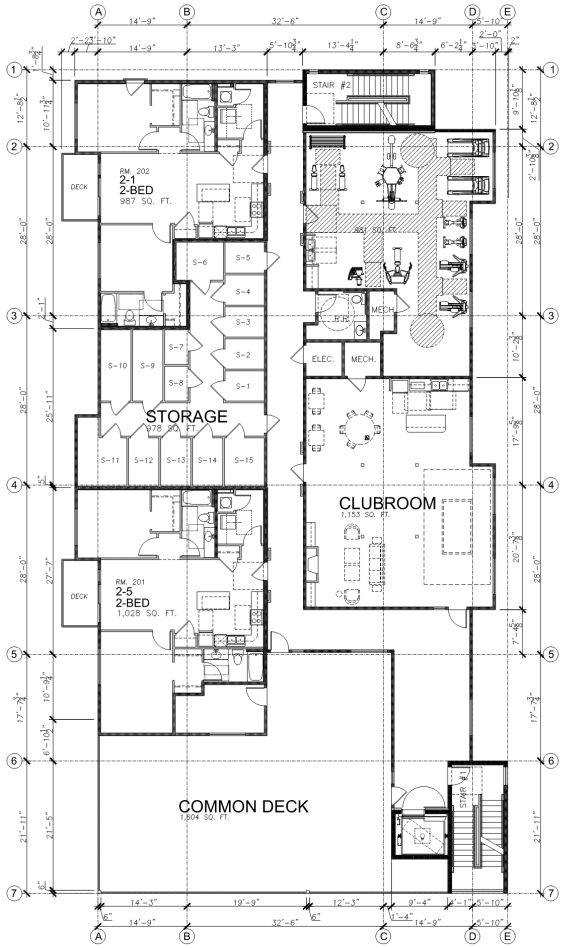
UTILITY PLAN

Scale: 1"=20'
Date: 12/29/25
C5



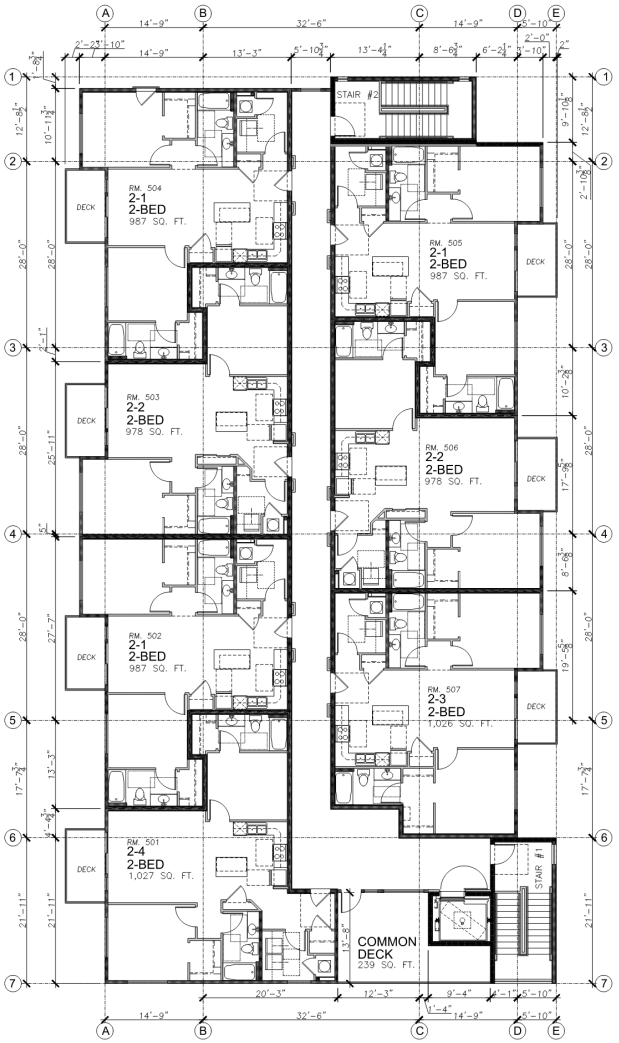
B A-101.1 FLOOR PLAN - LEVEL 3
SCALE: 1/8" = 1'-0"

NORTH



A A-101.1 FLOOR PLAN - LEVEL 2
SCALE: 1/8" = 1'-0"

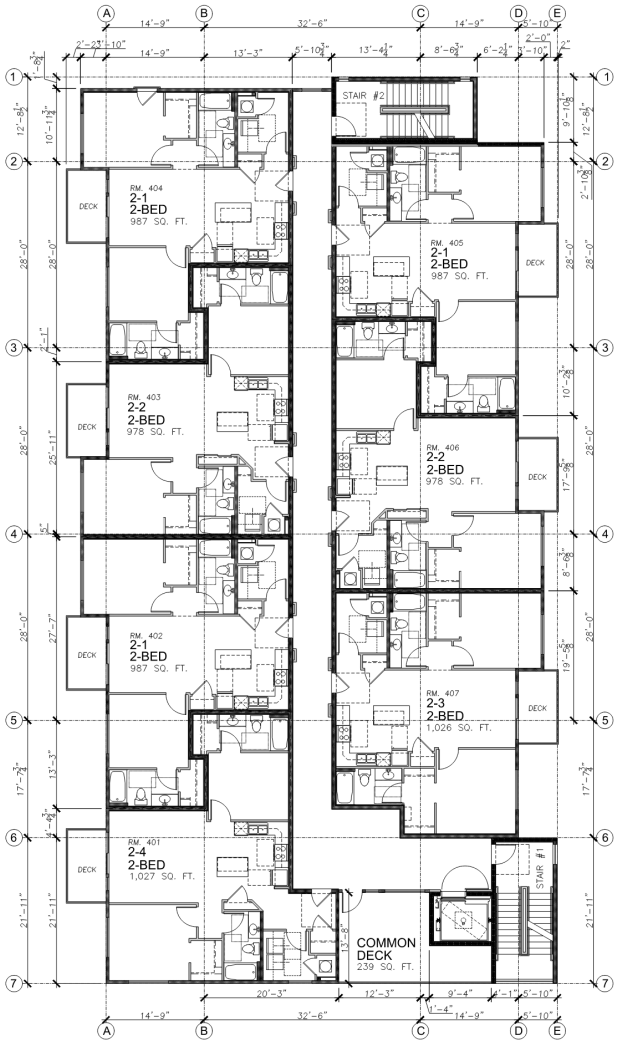
NORTH



B A-101.2 FLOOR PLAN - LEVEL 5

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

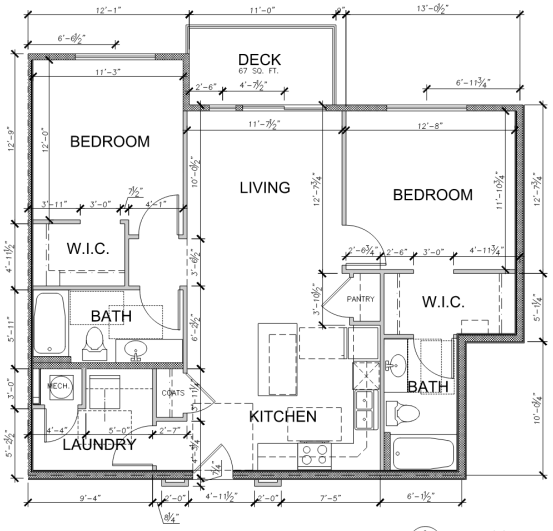
NORTH



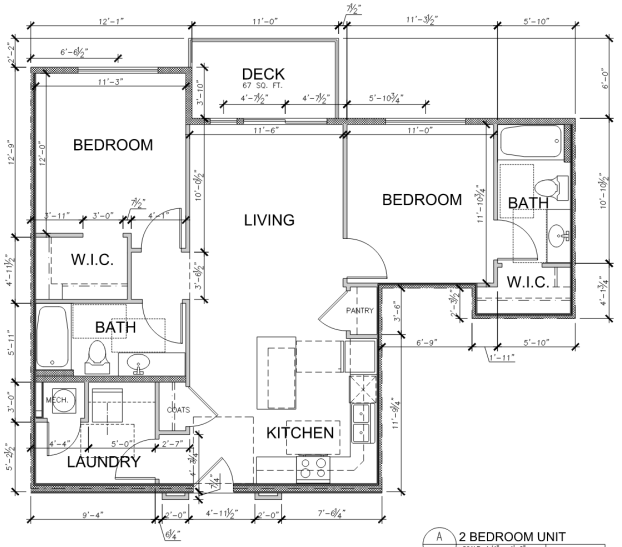
A A-101.2 FLOOR PLAN - LEVEL 4

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

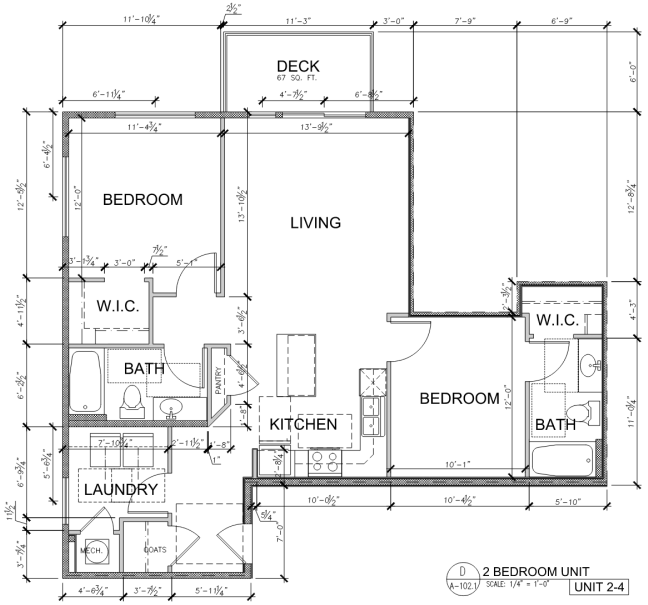
NORTH



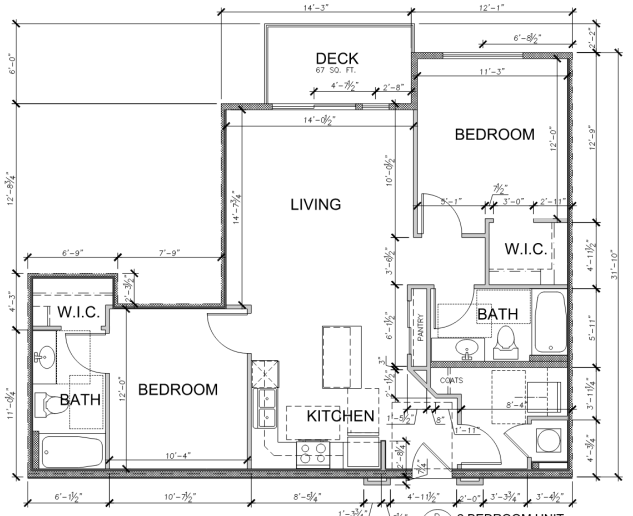
C A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-3



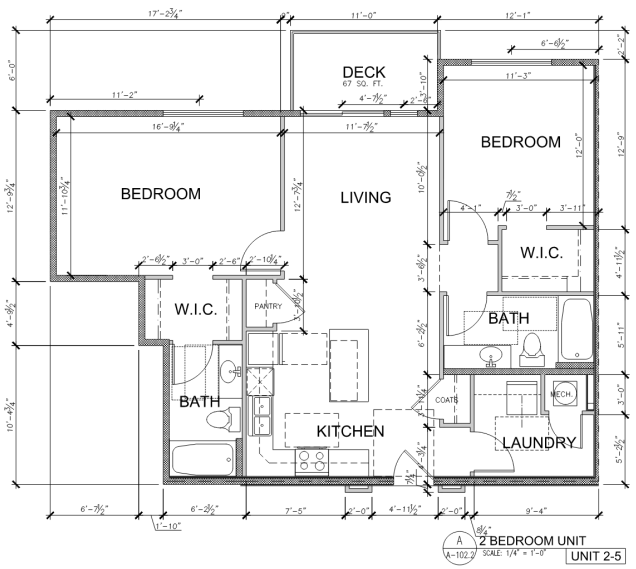
A A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-1



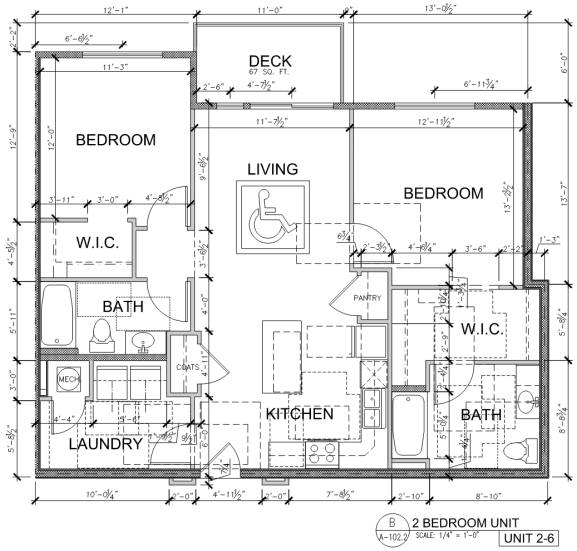
D A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-4



B A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-2



A 2 BEDROOM UNIT
A-102.2 SCALE: 1/4" = 1'-0" UNIT 2-5

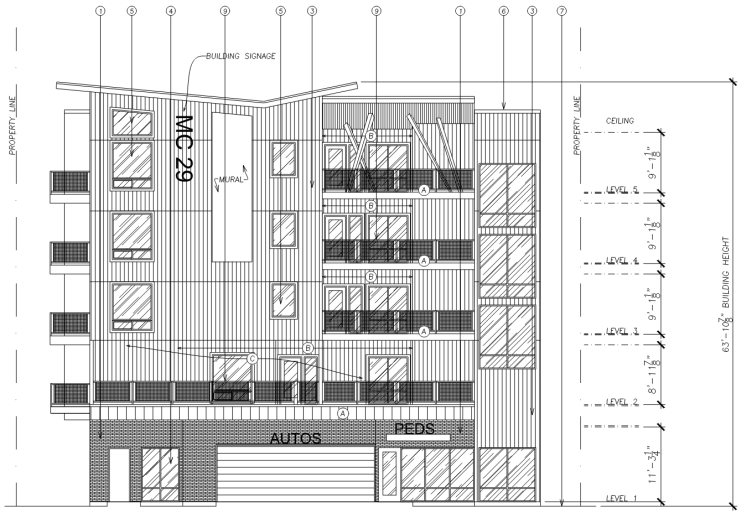


B 2 BEDROOM UNIT
A-102.2 SCALE: 1/4" = 1'-0" UNIT 2-6

LEGEND

1. BRICK VENEER
2. STANDING SEAM METAL
3. 7.2 METAL PANEL SIDING
4. ALUMINUM STOREFRONT GLAZING SYSTEM
5. VINYL WINDOW
6. GALVANIZED SLOPED METAL CAP FLASHING WITH DRIP EDGE.
7. FINISH GRADE PER CIVIL DRAWINGS
8. EXPOSED CONCRETE
9. 42" TALL POWDER COATED RAILINGS

DESIGN FEATURES:
(A) VISUAL BREAKS ALONG THE STREET-FACING FACADE SUCH AS HORIZONTAL ARTICULATION IN THE PLANE OF THE FACADE BY AT LEAST TWO FEET.
(B) INDENTATIONS/RECESSES AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES AT 100-FOOT INTERVALS.
(C) USABLE TERRACES (A LARGER BALCONY INTENDED AS A PRIVATE RESIDENT LEISURE SPACE) AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES.



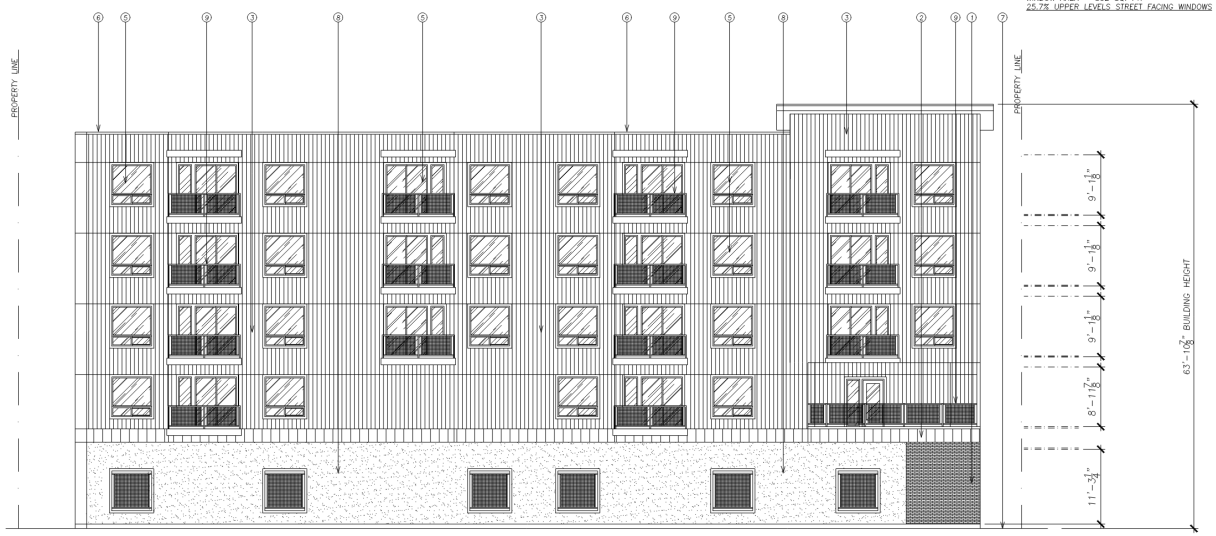
SOUTH ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,257 SQ. FT. (35.9%)
7.2 METAL PANEL SIDING = 1,822 SQ. FT. (52.1%)
BRICK = 304 SQ. FT. (8.7%)
STANDING SEAM METAL = 116 SQ. FT. (3.3%)
TOTAL = 3,499 SQ FT.

A A-201.1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

LEVEL 1 MATERIAL AREA
BRICK = 86% LEVEL 1 EXCLUDING DOORS AND WINDOWS

LEVEL 1 WINDOW AREA
FACADE AREA (SOUTH FACING) = 882 SQ. FT.
TOTAL SOUTH FACING OPENINGS (WINDOWS AND DOORS) = 455 SQ. FT.
51.6% LEVEL 1 STREET FACING WINDOWS

UPPER LEVELS WINDOW AREA
FACADE AREA = 3,126 SQ. FT.
WINDOW AREA = 802 SQ. FT.
25.7% UPPER LEVELS STREET FACING WINDOWS

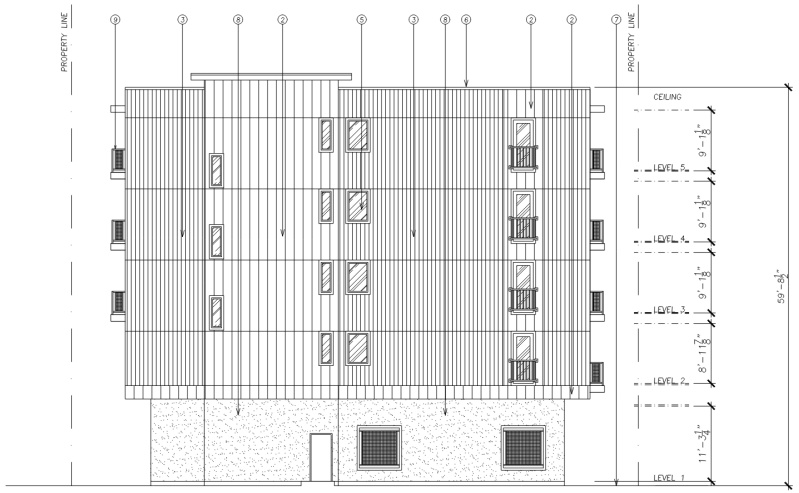


WEST ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,625 SQ. FT. (23.6%)
7.2 METAL PANEL SIDING = 3,607 SQ. FT. (52.3%)
EXPOSED CONCRETE = 1,255 SQ. FT. (18.2%)
BRICK = 138 SQ. FT. (2.0%)
STANDING SEAM METAL = 269 SQ. FT. (3.9%)
TOTAL = 6,894 SQ FT.

B A-201.1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

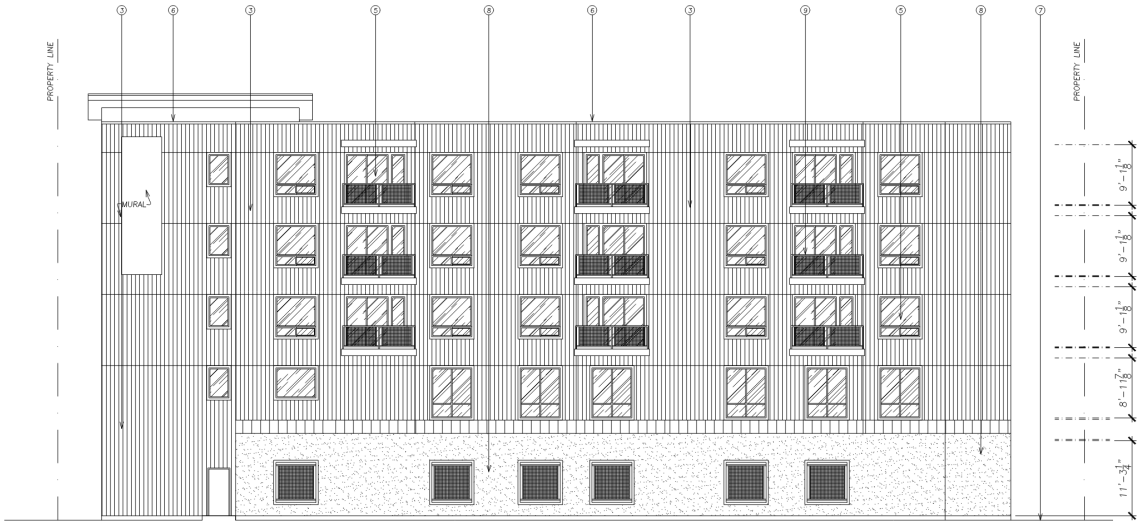
LEGEND

1. BRICK VENEER
2. STANDING SEAM METAL
3. 7.2 METAL PANEL SIDING
4. ALUMINUM STOREFRONT GLAZING SYSTEM
5. VINYL WINDOW
6. GALVANIZED SLOPED METAL CAP FLASHING WITH DRIP EDGE.
7. FINISH GRADE PER CIVIL DRAWINGS
8. EXPOSED CONCRETE
9. 42" TALL POWDER COATED RAILINGS



NORTH ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 214 SQ. FT. (5.6%)
7.2 METAL PANEL SIDING = 1,866 SQ. FT. (48.5%)
EXPOSED CONCRETE = 652 SQ. FT. (16.9%)
STANDING SEAM METAL = 1,117 SQ. FT. (29%)
TOTAL = 3,849 SQ FT.

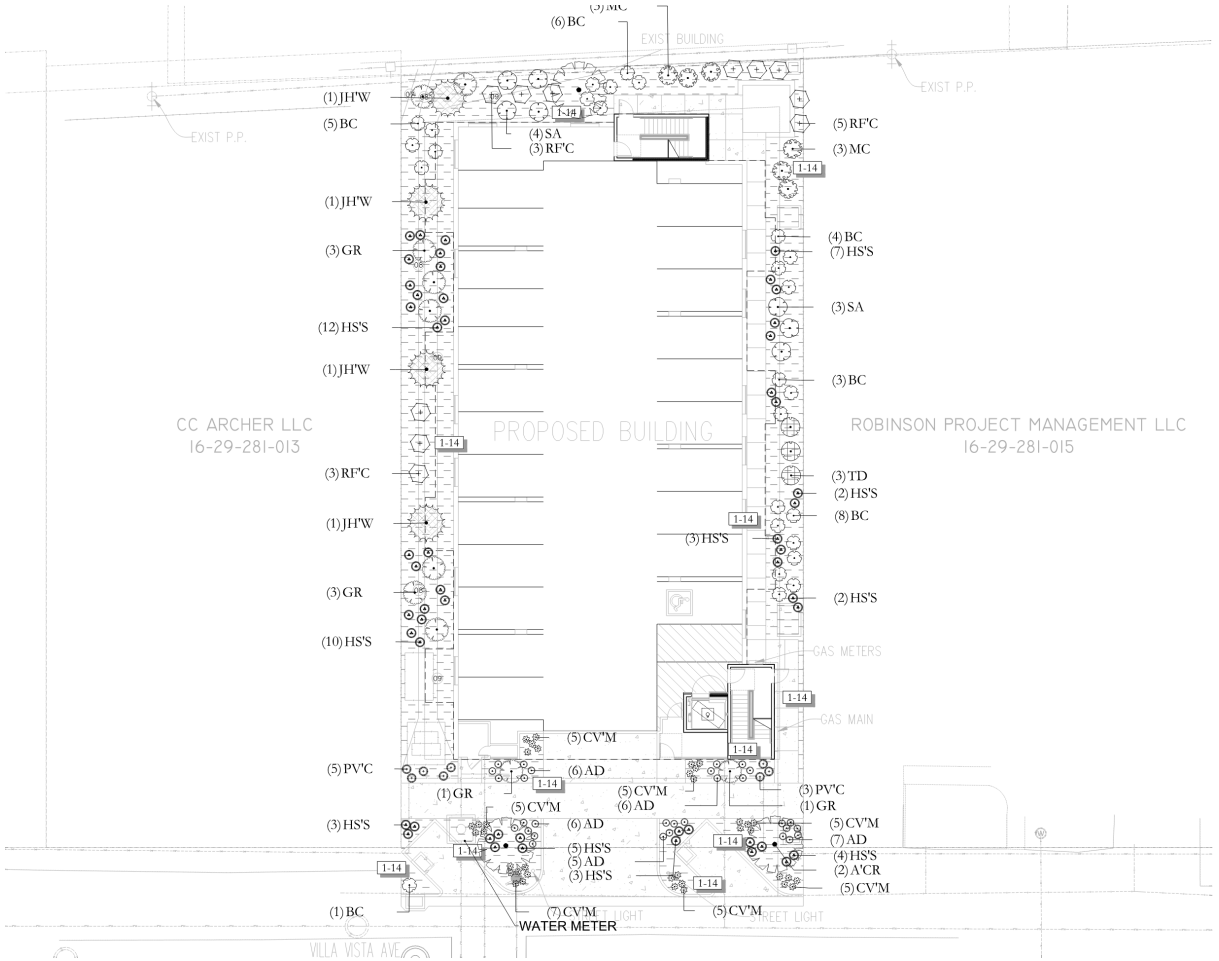
A / A-201.2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,425 SQ. FT. (20.2%)
7.2 METAL PANEL SIDING = 4,216 SQ. FT. (59.9%)
EXPOSED CONCRETE = 1,166 SQ. FT. (16.6%)
STANDING SEAM METAL = 232 SQ. FT. (3.3%)
TOTAL = 7,039 SQ FT.

B / A-201.2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

(3) MC
(6) BC
EXIST BUILDING
EXIST P.P.
EXIST P.P.
(1) JH'W
(5) BC
(4) SA
(3) RF'C
(5) RF'C
(3) MC
(1) JH'W
(3) GR
(4) BC
(7) HS'S
(12) HS'S
(3) SA
(1) JH'W
(3) BC
CC ARCHER LLC
16-29-281-013
PROPOSED BUILDING
ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015
(3) RF'C
(3) TD
(2) HS'S
(1) JH'W
(8) BC
(3) HS'S
(3) GR
(2) HS'S
(10) HS'S
GAS METERS
GAS MAIN
(5) CV'M
(5) PV'C
(6) AD
(1) GR
(5) CV'M
(6) AD
(3) PV'C
(1) GR
(3) HS'S
(6) AD
(5) CV'M
(5) HS'S
(7) AD
(5) AD
(4) HS'S
(3) HS'S
(2) A'CR
(5) CV'M
(1) BC
(7) CV'M
WATER METER
(5) CV'M
STREET LIGHT
STREET LIGHT
VILLA VISTA AVE
1-14



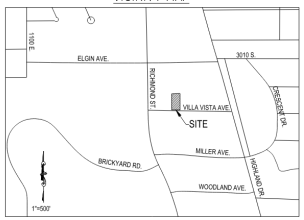
PLANT MATERIALS

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
DECIDUOUS TREES					
	A'CR	3	Acer griseum 'JFS-KW22AGR3' Copper Rocket Copper Rocket™ Paperbark Maple 25'x12'; moderate water; sun to part shade; z4	B & B	2"Cal
	GR	10	Ginkgo biloba 'Grindstone' Grindstone Maidenhair Tree TD2	B & B	2"Cal
SYMBOL	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	
DECIDUOUS SHRUBS					
	BC	27	Berberis thunbergii 'Crimson Pygmy' Crimson Pygmy Japanese Barberry SD3	5 gal	
	RF'C	11	Rhamnus frangula 'Columnaris' Tall Hedge Buckthorn SD5 moderate; 15x4; sun; z2; Utah Lake water tolerant	5 gal	
	SA	7	Symphoricarpos albus Common Snowberry SD3	5 gal	
EVERGREEN SHRUBS					
	JH'W	4	Juniperus horizontalis 'Wiltonii' Blue Rug Juniper 8" x 8'; low water; sun; GV1 z3; Utah Lake water tolerant	5 gal	
	MC	6	Mahonia aquifolium 'Compacta' Compact Oregon Grape GV1	5 gal	
	TD	3	Taxus x media 'Densiformis' Dense Anglo-Japanese Yew SE3	5 gal	
GRASSES					
	HS'S	52	Helictotrichon sempervirens 'Sapphire' Blue Oat Grass Tw1; 6x2; AV 3; sun to part shade; z4; Utah Lake water tolerant	1 gal	
	PV'C	8	Panicum virgatum PRAIRIE WINDS 'Cheyenne Sky' Cheyenne Sky Switch Grass Tw2; 3x2; AV 3; sun; z4; Utah Lake water tolerant	1 gal	
PERENNIALS					
	AD	30	Anacyclus depressus Atlas Daisy P2	1 gal	
	CV'M	37	Coreopsis verticillata 'Moonbeam' Moonbeam Tickseed P3 moderate; 1.5 x 1.5; sun; z3; Utah Lake water tolerant	1 gal	

SITE MATERIALS

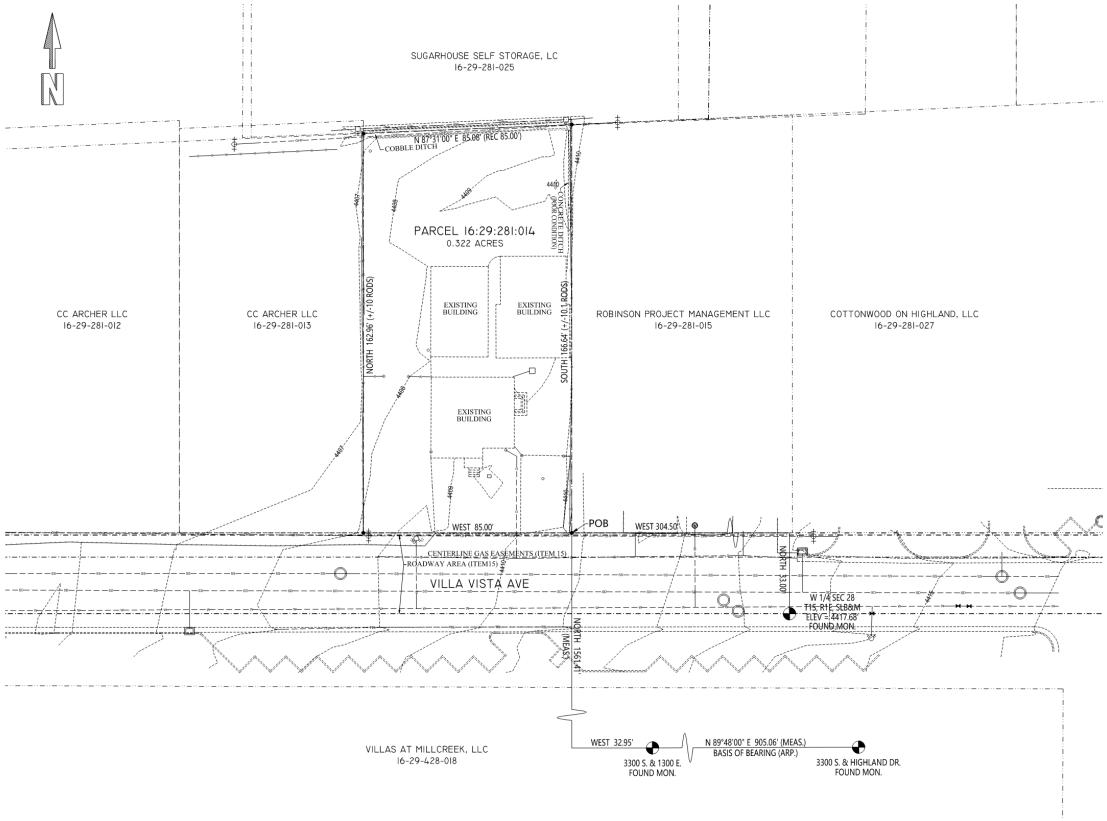
SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	1-14	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP.101.	3,819 sf

VICINITY MAP



PLAT LEGEND

- BOUNDARY
- TITLE LINES
- EASEMENT
- CENTERLINE ROAD
- CONCRETE
- EDGE ASPHALT
- FENCE LINE
- SANITARY SEWER
- STORM DRAIN
- WATER LINE
- POWER LINE
- PHONE LINE
- GAS LINE
- CONTOUR LINE



RECORD DESCRIPTION

Beginning 33 feet North and 304.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence running West 85 feet; thence North 10 rods, more or less, to the North line of Severin Nielsen Estate Lane; thence North 87 degrees 30' East 85 feet to a point due North of the beginning; thence South 10.1 rods, more or less, to the place of beginning.

AS-SURVEYED DESCRIPTION

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

SURVEYOR'S NARRATIVE

The Basis of Bearing for this survey is North 89°48'00" East along monument line in 3300 South Street from the monument in the intersection of 1300 East to the monument in the intersection of Highland Drive. Tittles in the area tie to the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, some with double ties to the monument line in 3300 South Street. All three monuments were located as shown on county tie sheets. A double tie showing measured distances (Meas.) has been shown to tie the Benchmark to the Basis of Bearing.
The purpose of this survey was to determine an overall boundary and locate existing improvements to facilitate the design of future improvements. The warranty deed for the subject parcel recorded in June of 2024 (Entry 14257461) was used to establish the boundary as the more recent quick claim deed (Entry 14306802) ties incorrectly to the section corner. The northerly boundary was adjusted to follow the southerly boundary of the Elgin Orchard Subdivision.

ALTA / NSPS TABLE "A"

3 - Flood Zone Classification FEMA FIRM panel 49035C0303G effective Sept. 25, 2009.
Zone X - outside 0.2% annual chance floodplain
4 - Gross Land Area Total area = 0.322 acres.
5 - Vertical relief Ground survey. W Qtr Cor. Sec. 28 = 4417.68'
6a - Current Zoning Classification C - Commercial
8 - Substantial visible improvements See map.
9 - Parking areas No marked stalls on site.
10 - Party walls No party walls on site.
11 - Location of utilities, visible & marked Utilities were located based on visible structures and other visible evidences. No guarantee is given that additional utilities do not exist on the site which are not visible or marked on the ground.
13 - Names of adjoining owners See map
17 - Street construction/changes in alignment None found

COMMITMENT FOR TITLE INSURANCE

A Commitment for title insurance #14188, issued by Artisan Title Insurance Agency, dated June 14, 2024.

Schedule B-II:

Item 1	Unrecorded taxes - Surveyor makes no comment (N/C).
Item 2	Unrecorded facts - None found.
Item 3	Unrecorded easements - None found.
Item 4	Boundary discrepancies - Boundary has been adjusted to remove overlap with the northerly subdivision. Said adjusted boundary falls close to the boundary maps used in the gas easements in Item 15.
Item 5	Unpatented mining claim, water rights - N/C
Item 6	Unrecorded liens - N/C
Item 7	Post commitment title defects - N/C
Item 8	Taxes - N/C
Item 9	Improvement District charges - N/C
Item 10	Service district charges - N/C
Item 11	Entry 12767700 - Included in Millcreek Community Reinvestment Agency
Item 12	Entry 12981249 - Included in Millcreek Community Reinvestment Project Area
Item 13	Mineral Rights - N/C
Item 14	Right of way easement (Book C Page 628) not found. By recording date, assumed to be definition of Villa Vista Lane (originally Gunn Ave) which definition was used in easement in Item 15 and located south of the property.
Item 15	Entries 849564, 849565, 849566, 849567 - Gas line easement within Villa Vista Lane. Does not enter the subject parcel.
Item 16	Entry 896115 - Gas line easement not found. Assumed to follow easements in Item 15 as their recording date was a year earlier.
Item 17	Concrete Ditch - See map for location of concrete/cobble ditch
Item 18	Entry 13074469 - Address change affidavit - Gunn Ave became Villa Vista Ave
Item 19	ALTA Table A Items - See Table A
Item 20	Power pole/line easement - No easement shown for overhead power line. No power poles on the subject property. Poles are in roadway or adjacent parcels.
Item 21	Unrecorded leases - N/C
Item 22	Entry 14186553 - Trust Deed - N/C

SURVEYOR'S CERTIFICATION

To LSK Enterprises Utah, LLC a Utah limited liability company; Thorondor, LLC a Utah limited liability company; Tequesta Capital Partners, LLC a Utah limited liability company; 6492 SB Holdings, LLC a Indiana limited liability company; Artisan Title Insurance Agency; and Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 3, 4, 5, 6a, 8, 9, 10, 11, 13, and 17 of Table A thereof. The field work was completed in November 2024.

PROFESSIONAL LAND SURVEYOR
No. 6419780
AARON D. THOMAS
1/13/26
STATE OF UTAH

SHEET: 1 OF 1
DATE: 1/13/26
SCALE: 1"=20'

SURVEYOR: AZTEC ENGINEERING & SURVEYING INC. 732 N. 1500 W. ANDERSON FORK, UT. 84003 (435) 752-4202 www.aztecengineering.com

ENGINEER: EXCEL ENGINEERING 72 W. 100 S., SUITE 1 PROVO, UT. 84601 (801) 375-7500

LSK ENTERPRISES PARCEL
ALTA / NSPS LAND TITLE SURVEY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SLB&M
1265 E. VILLA VISTA AVE
MILLCREEK, UTAH

Scale 1" = 20'

INSTALL 6' SOLID VINYL FENCE
EXIST IRR BOX
GRATE=4407.73
12" IE THRU=4406.30
RIM 07.73'
FL 06.30'
EXIST IRR BOX
GRATE=4409.43
12" IE THRU=4407.66
RIM 09.43'
FL 07.96'
N 87°31'0" E 85.08 (REC 85.00')
HOT TUB
1323
PARCEL 16:29:281:014
0.322 ACRES
CC ARCHER LLC
16-29-281-013
NORTH 162.96' (+/-10 RODS)
SOUTH 166.64' (+/-10.1 RODS)
ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015
COTTONWOOD O
16-29-
INSTALL 6' SOLID VINYL FENCE
GENERATOR
1285
King klick kustom
auto detailing
INSTALL 6' SOLID VINYL FENCE
TRANSFORMER
REMOVE POWER POLE &
BURY POWER ACROSS
FRONT OF PROPERTY
WEST 85.00'
POB
WEST 304.50'
Maybe 3 new
parking stalls
RIM 4408.98'
FL 4399.18'
VILLA VISTA AVE
E Villa Vista Ave
NORTH 33.00'
FL 06.94'
W 1/4 SEC 28
T1S, R1E, SLB&M
ELEV = 4417.68'
FOUND MON.
NORTH 1561.41' (MEAS.)
Existing driveways.
Reduce West drive
to 12' wide.

PARCEL 16:29:281:014
0.322 ACRES
CC ARCHER LLC
16-29-281-013
ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015
COTTONWOOD ON HIGHLAND, LLC
16-29-281-027
MAYBE 2
PARKING
STALLS
King klick kustom
auto detailing
POB
WEST 85.00'
WEST 304.50'
NORTH 162.36' (+/-10 RODS)
SOUTH 165.64' (+/-10 RODS)
NORTH 330.00'
NORTH 1561.41' (MEAS)
EXISTING
DRIVEWAYS
VILLA VISTA AVE
E Villa Vista Ave
HOT TUB
1323
1285
INSTALL 6' SOLID VINYL FENCE
GENERATOR
TRANSFORMER
REMOVE POWER POLE &
BURY POWER ACROSS
FRONT OF PROPERTY
RIM 07.73'
FL 06.30'
RIM 09.43'
FL 07.90'
RIM 4408.98'
FL 4399.18'
FL 06.94'
MH?
FL 01.12'
W 1/4 SEC 28
T1S, R1E, SLB&M
ELEV = 4417.68'
FOUND MON.
Google Maps

PARTICIPATION AGREEMENT BY AND BETWEEN THE MILLCREEK COMMUNITY REINVESTMENT AGENCY AND PARTICIPANT FOR THE MC29 PROJECT DEVELOPMENT

This Participation Agreement (the "**Agreement**") is made and entered into as of this ___ day of _____, 2026 (the "**Effective Date**"), by and between the Millcreek Community Reinvestment Agency (the "**Agency**"), a political subdivision of the State of Utah operating under the Utah Community Reinvestment Agency Act (the "**Act**"; § 17C-1-101 *et seq.*) and MC29 Development LLC, a Utah limited liability company (together with its successors and assigns, "**Participant**"). Participant and the Agency may, from time to time, hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Agreement is to carry out the Agency's use of its housing allowance by providing for reimbursements to entice the Participant to develop and construct 23 income-targeted owner-occupied residential condominiums ("**Units")** located at 1285 East Villa Vistas Avenue, which is in the boundaries of the Agency (such Units may also be referred to as the "**Project**"). The purpose is also to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about the Project, including funds the Agency will provide to assist in Participant's development of the Project

1.2. Agreement in the Best Interests of the City and Residents

This Agreement is in the vital and best interests of the Millcreek, Utah (the "**City**"), and the health, safety, and welfare of its residents, and in accord with public purposes. This Agreement is executed pursuant to the Act, specifically Utah Code § 17C-1-412.

1.3. The Agency Boundaries

The Project is located within the Agency's boundaries.

1.4. "Interlocal Agreements"; "Agency Share"; Certain Other Defined Terms

Subject to the terms of various interlocal agreements between the Agency and certain taxing entities (such interlocal agreements that pertain to payments the Agency is entitled to receive based on property tax payments with respect to areas within the Agency and, in the case of some or all of such interlocal agreements, the other property within the Project Area, collectively, "**Interlocal Agreements**", and such taxing entities that are parties to the Interlocal Agreements, the "**Taxing Entities**"), the Agency is entitled to receive, for a period of up to 20 years, a portion of the Tax Increment (as such term is defined in such Interlocal Agreements) from various project areas, a

portion as identified in the various areas budget to be used for the Agency's affordable housing allocation (such payments are defined as the "**Affordable Housing Allocation"**).

1.4.1. "Agency Share"

The term "Agency Share" means the portion of the Agency Share of the housing allocation that is attributable to property taxes generated solely by the Agency paid with respect to real and personal property within the Agency's Budget. For clarity, the Parties acknowledge that (i) the Agency Share "applicable to" or "with respect to" a given Tax Year means the portion of the Agency Share of the housing allocation that is attributable to property taxes assessed and payable with respect to such Tax Year, regardless of when such property taxes are paid and regardless of when the Agency receives payment of the Agency Share attributable to such property taxes and (ii) the term "Agency Share" does not include any funds received by the Agency pursuant to the Interlocal Agreements attributable to taxes assessed and payable with respect to any period other than the Reimbursement Term (or any portion of the Reimbursement Term).

1.4.1. "Reimbursement Term"

The term "Reimbursement Term" means a period not to exceed ten years beginning on the Reimbursement Term Commencement Date (as defined below).

1.4.2. "Reimbursement Term Commencement Date"

The term "**Reimbursement Term Commencement Date**" means the date designated by Participant in a written notice to the Agency as the date on which the Reimbursement Term will commence.

1.4.3. "Tax Year"

The term "**Tax Year"** means each of the ten calendar years beginning on the Reimbursement Term Commencement Date.

1.5. Description of the Project

The term "**Project**" means 23 income-targeted owner-occupied residential condominiums to be constructed at 1285 East Villa Vistas Avenue. Income-targeted means housing means a "first-time home buyer" of a "qualified residential unit" (collectively "**Income Targeted Housing**") as defined in Utah Code § 63H-8-501, financed by Utah Housing Corporation ("**Utah Housing**") as part of the state of Utah's First-Time Homebuyer Assistance Program and as set forth in Utah Code § 63H-8-501 et seq.

1.6. The Reimbursement

As used in this Agreement, the term "**Reimbursement**" means the portion of the Agencies' affordable Housing Fund in an amount not to exceed $50,000 per Unit, not to exceed 23 units (or $1,150,000 total).

1.7. Parties to the Agreement

1.7.1. The Agency

The address of the Agency for purposes of this Agreement is:

Millcreek Community Reinvestment Agency
Attn: Executive Director
1330 East Chambers Avenue
Millcreek, UT 84106

With a copy to:

John Brems
1330 East Chambers Avenue
Millcreek, UT 84106

1.7.2. The Participant

Participant's address for purposes of this Agreement is:

MC29 Development LLC
10808 S River Front Parkway, Ste 3015
South Jordan, UT 84095

1.7.3. Representation as to Investment Intent

Participant represents and agrees that its investment in and use of the Project and Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of Participant's further development of and in the Project, for the purpose of further investment in Participant's business, and is not for speculation in land holding or otherwise.

1.7.4. Assignment or Transfer of Agreement

Participant acknowledges and agrees that (a) Participant may not assign or transfer all or any part of this Agreement, assign or transfer any of its rights herein or delegate any of its obligations hereunder during the term of this Agreement except with the express written consent of the Agency (and Participant acknowledges and agrees that the Agency may withhold its consent to such an assignment, transfer or delegation if, in the sole discretion of the Agency, such assignment, transfer or delegation would result in the economic development goals of the Agency and the Project area not being met).

2. OBLIGATIONS OF THE PARTIES

2.1. Payment of Reimbursement

2.1.1. Payment Obligation

Subject to the applicable terms and provisions of this Agreement, including, without limitation, the terms and provisions of this Subsection and Subsections 2.2, below that condition or limit the Agency's obligation to remit, or the amount the Agency is obligated to remit, to Participant as Reimbursement. The Agency shall remit payment of the Reimbursement based on each draw ("**Draw**") received by the Participant from Utah Housing, as it relates to the total commitment from Utah Housing. For example, if Utah Housing commits $8,000,000 to the Project, then Millcreek's share is 14.375% ($1,150,000/$8,000,000 = 0.14375 or 14.375%). As a result, upon the Participant's receipt of $1,200,000 from Utah Housing, the Participant may request 14.375% of $1,150,000, or $165,312.50, provided that the current amount and all previous amounts paid by the Agency do not exceed $50,000 per unit or $1,150,000 in total.

2.1.2. Sole Source of Funding for the Reimbursement

The entirety of the Reimbursement payments to Participant contemplated in this Agreement will be funded solely by the Agency Share payments received by the Agency pursuant to the Interlocal Agreements. Participant is not, and shall not be, entitled to any other funds collected by the Agency for any other portion of the Project Area or any other funds held by the Agency.

2.2. Conditions Precedent to the Payment of the Reimbursement or the Reimbursement Applicable to the Given Tax Year to Participant; Certain Limitations on the Amount of the Reimbursement Applicable to a Given Tax Year Payable to Participant

The Parties acknowledge that the provisions of Sections 2.2 constitute conditions precedent to the Agency's obligation to remit any Reimbursement payments with respect to a given Tax Year to Participant and that other provisions of such subsections may limit the amount of Reimbursement the Agency is obligated to remit to Participant with respect to a given Tax Year based on applicable facts and circumstances. In addition to other provisions in this Agreement that condition or limit the Agency's obligation to remit Reimbursement payments or limit the amount of Reimbursement the Agency is required to remit, (a) the Agency has no obligation to remit to Participant the Reimbursement with respect to a given Tax Year unless and until all conditions precedent included in Sections 2.2 applicable to the Reimbursement with respect to such Tax Year are satisfied and (b) the amount of the Reimbursement the Agency shall be required to remit to Participant with respect to a given Tax Year will be subject to any of the limitations described herein.

2.2.1. Agency is Entitled to Receive the Agency Share

The Agency is only obligated to pay to Participant the Reimbursement amount that arises out of Agency Share payments received by the Agency if and to the extent the Agency is legally entitled to receive such Agency Share payments pursuant to the applicable Interlocal Agreement(s).

2.2.2. Agency has Actually Received the Agency Share Payment

The Agency is obligated to make Reimbursement payments with respect to a particular Tax Year to the Participant only to the extent the Agency has actually received Agency Share payment(s) from Salt Lake County or a Taxing Entity with respect to such particular Tax Year. The Agency will use commercially reasonable efforts to pursue payment in full of the Agency Share for a particular Tax Year if it does not receive payment in full on a timely basis.

2.2.3. Continued Operation of the Project

The Agency is not obligated to pay to Participant the Reimbursement with respect to a particular Tax Year unless the Project is an Income Targeted Housing project for the entirety of such Tax Year (or, if the Project commences operations after January 1 of a Tax Year, continuously for the period between the date the Project commences Operations and the end of such Tax Year).

2.2.4. Request for Payment by Participant

The Agency is not obligated to pay the Reimbursement with respect to a particular Tax Year to Participant unless Participant has made a Request for Payment in writing pursuant to Section 2.5 for the Reimbursement with respect to such Tax Year.

2.2.5. Project Operations Have Commenced

The Agency is not obligated to pay the Reimbursement to the Participant unless the Participant has begun construction of the income-targeted housing and has received a Draw.

2.2.6. Investment

Reimbursement is available to the Participant only upon verification of the actual Draw received from Utah Housing.

2.3. Effect of Failure to Meet Conditions Precedent to Payment of Reimbursement

In the event that the conditions precedent to the payment of any Reimbursement with respect to a particular Tax Year, as included in Section 2.2, are not met for such Tax Year and the Participant is thus not entitled to receive the Reimbursement with respect to such Tax Year, such failure shall not constitute a Default under this Agreement.

2.4. Limitations on Reimbursement

The amount of Reimbursement paid to Participant pursuant to this Agreement shall be limited as follows:

2.4.1. Draws

Reimbursement payments will be limited to the portions of the Draw received by the Participant from Utah Housing.

2.4.2. Cap on Reimbursement

The total Reimbursement paid to the Participant under this Agreement shall not exceed $50,000 per Unit and $1,150,000 total Reimbursement.

2.5. Request for Reimbursement

Participant shall submit to the Agency by May 1st of the year following each Tax Year a written request for payment of the Reimbursement with respect to such Tax Year (each, a "**Request for Payment**"). Participant's Request for Payment shall include written documentation of actual construction of the Units, the Units that the Request for Payment is attributable to, and the Draws for which the Reimbursement is sought. Unless the Agency sends written notice to Participant of a deficiency in the Request for Payment (which notice must specify in reasonable detail all alleged deficiencies) within thirty (30) days of receipt of a Request for Payment, such Request for Payment shall be deemed complete. Participant shall have a reasonable time not to exceed thirty (30) days in which to rectify any deficiencies specified in a notice, and the Request for Payment shall be deemed timely delivered in the event any such deficiencies are rectified within that period. If Participant has timely delivered (or is deemed to have timely delivered) a Request for Payment with respect to a given Tax Year and there is a Reimbursement Shortfall with respect to such Tax Year, Participant will not be required to deliver any additional Request for Payment with respect to such Tax Year as a condition to the Agency's obligation to remit any remaining Reimbursement with respect to such Tax Year to Participant.

2.6. Reduction or Elimination of Reimbursement

The Parties agree that Participant assumes and accepts the risk of possible alteration of Federal or State statute, rule, regulation, or other law, or adjudication rendering unlawful the collection, receipt, disbursement, or application of the Agency Share to the Agency or the Reimbursement to Participant as contemplated in and by this Agreement. If the provisions of Utah law that govern the payment of the Agency Share to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreements, the Agency's obligation to pay Participant the Reimbursement will be proportionately reduced or eliminated, but only to the extent necessary to comply with the changes in such law. Participant specifically reserves and does not waive any right it may have to challenge, at Participant's cost and expense, the validity, enforceability, legality or constitutionality of any change in any Federal or State statute, rule, regulation or other law that reduces or eliminates the payment of Agency Share to the Agency and/or the payment of Reimbursement to Participant (any such change, a "**Change in Law**"), including, without limitation, by (a) bringing, either individually or with other persons or entities, legal proceedings challenging the validity, enforceability, legality or constitutionality of any Change in Law or (b) joining (as a party or otherwise) any such legal proceedings that have been brought by others (any such legal proceedings, "**Reimbursement Proceedings**"); and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of Agency Share to the Agency and/or payment of Reimbursement to Participant. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the

validity, enforceability, legality or constitutionality of a Change in Law or to otherwise indemnify or reimburse Participant for its actions to independently do so. Notwithstanding the foregoing, (i) the Agency agrees that, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), the Agency will cooperate with Participant in all reasonable respects in connection with Participant's challenge of a Change in Law as contemplated above, (ii) the Agency (A) acknowledges and agrees that (I) Participant is not a party to any of the Interlocal Agreements or any other agreements to which the Agency is a party that relate to the Agency Share and the Reimbursement, (II) the Interlocal Agreements include (and such other agreements may include) provisions in which the parties expressly agree that other persons and entities are not third party beneficiaries to such agreements and (III) due to the facts described in clauses (A)(I) and (II), above, and other possible factual or legal matters, Participant may not have standing to challenge a Change in Law or join in a Reimbursement Proceeding in a manner that could prevent or mitigate the reduction or elimination of the payment of Agency Share to the Agency and/or the payment of Reimbursement to Participant at all or to the same degree as the Agency, and (B) agrees that, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), it will (I) challenge a Change in Law and/or join in a Reimbursement Proceeding in its own name, (II) join, in its own name, Participant in challenging a Change in Law or in joining in a Reimbursement Proceeding and/or (III) authorize Participant to challenge a Change in Law and/or join in a Reimbursement Proceeding in the Agency's name, and (iii) in connection with its agreements in clauses (i) and (ii), above, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), the Agency will take such actions in connection with any such challenge of a Change in Law or Reimbursement Proceeding as Participant (A) reasonably believes the Agency must or may be required to take in connection with such challenge or Reimbursement Proceeding and/or (B) reasonably directs the Agency to take, including, without limitation, (I) taking any such action for or on behalf of Participant or itself, (II) joining Participant in taking any such action, (III) authorizing Participant to act for, on behalf of or in the name of the Agency with respect to any such action and/or (IV) executing such documents as Participant reasonably requests the Agency to execute.

2.7. Declaration of Invalidity

In the event any legal action is filed in a court of competent jurisdiction that seeks to invalidate the Project Area or this Agreement or that otherwise seeks to or would have the possible result of reducing or eliminating the payment of the Agency Share to the Agency (any such action, an "**Invalidation Action**"), the Agency shall provide written notice of such Invalidation Action to Participant. In the event an Invalidation Action is filed, the Agency shall have no obligation to challenge that Invalidation Action or defend itself against such Invalidation Action. If requested by Participant, the Agency may, at its sole discretion, take such actions as may be reasonably required to defend such Invalidation Action and to address the grounds for any causes of action that could result in the reduction or elimination of the payment of the Agency Share to the Agency or the Reimbursement to Participant as contemplated in and by this Agreement. Participant specifically reserves and does not waive any right it may have to intervene, at Participant's cost and expense, in any such Invalidation Action and challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Reimbursement to the Agency and/or Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Agency Share to the Agency and/or the Reimbursement to Participant. Notwithstanding the foregoing, (a) the Agency agrees that, at the request of Participant

and at Participant's cost and expense (and at no cost to the Agency), the Agency will cooperate with Participant in all reasonable respects in connection with Participant's intervention in an Invalidation Action and bringing the challenges described above in this section, (b) the Agency (i) acknowledges and agrees that (A) Participant is not a party to any of the Interlocal Agreements or any other agreements to which the Agency is a party that relate to the Agency Share and the Reimbursement, (B) the Interlocal Agreements include (and such other agreements may include) provisions in which the parties expressly agree that other persons and entities are not third party beneficiaries to such agreements and (C) due to the facts described in clauses (i)(A) and (B), above, and other possible factual or legal matters, Participant may not have standing to intervene in any or all Invalidation Actions or challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Reimbursement to the Agency and/or Participant in a manner that could prevent or mitigate the reduction or elimination of the payment of Agency Share to the Agency and/or the payment of Reimbursement to Participant at all or to the same degree as the Agency, and (ii) agrees that, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), it will (A) challenge an Invalidation or defend itself in an Invalidation Action in its own name, (B) join, in its own name, Participant in challenging or defending an Invalidation Action and/or (C) authorize Participant to challenge an Invalidation Action or defend the Agency in an Invalidation Action in the Agency's name, and (c) in connection with its agreements in clauses (a) and (b), above, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), the Agency will take such actions in connection with any such challenge of an Invalidation Action or defense of an Invalidation Action as Participant (i) reasonably believes the Agency must or may be required to take in connection with such challenge or defense and/or (ii) reasonably directs the Agency to take, including, without limitation, (A) taking any such action for or on behalf of Participant or itself, (B) joining Participant in taking any such action, (C) authorizing Participant to act for, on behalf of or in the name of the Agency with respect to any such action and/or (D) executing such documents as Participant reasonably requests the Agency to execute. In the event that the court declares that the Agency cannot receive the Agency Share and/or cannot remit Reimbursement to Participant, invalidates the Project Area or this Agreement, or takes any other action which eliminates or reduces the amount of Agency Share paid to the Agency and/or the Reimbursement paid to Participant, and the grounds for the legal determination cannot reasonably be addressed by the Agency, the Agency's obligation to pay to Participant the Reimbursement in accordance with this Agreement will be reduced or eliminated to the extent that the Agency Share is not received by the Agency.

2.8. Dispute over Receipt of Payment of the Reimbursement

If not due to the act, error or omission of the Agency, in the event a dispute arises as to the person or entity entitled to receive all or any portion of the Reimbursement under this Agreement with respect to a given Tax Year due to a claimed assignment or claimed successor-in-interest to such portion of the Reimbursement or otherwise, the Agency may withhold payment of the portion of the Reimbursement in dispute and may refrain from taking any other action required of it by this Agreement with respect to such portion of the Reimbursement until the dispute is resolved either by agreement of the persons or entities claiming to be entitled to such portion of the Reimbursement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency. The foregoing provisions of this section with respect to the timing of the Agency's payment of withheld Reimbursement amounts described above are subject to the provisions hereof 2.2. the Agency shall be entitled to deduct from its payment of the

Reimbursement any costs or expenses, including reasonable attorney fees, incurred by the Agency due to the dispute, except in the instance that the dispute arises due to the act, error or omission of the Agency, in which case the Agency shall be responsible for all costs and expenses including reasonable and actual attorney fees.

2.9. Operation of the Project

For purposes of this Agreement, "**Operate**", "**Operated**", "**Operating**", "**Operational**" or "**Operations**" of the Project, all required permits, licenses, or other approvals have been obtained for the person to occupy the Project. For purposes of this Agreement, Participant shall be deemed to have continuously Operated the Project if the foregoing standards are substantially met or exceeded, notwithstanding temporary cessation for inspection, maintenance, repair, replacement, down-time or not using portions of the Project that are not material in size in the ordinary course of business and operations, Events of Force Majeure, and/or damage or destruction.

2.10. Commencement of Operations

For purposes of this Agreement, Operations of the Project shall be deemed to have commenced if the applicable conditions and standards in Section 2.11 are met. If Participant fails to commence Operations of the Project on or before June 30, 2027 for any reason other than Events of Force Majeure, the Agency shall have the right to terminate this Agreement upon written notice to Participant at any time prior to commencement of Operations of the Project, subject, however, to any notice requirements, cure periods, limitations or requirements set forth herein.

2.11. Continuing Operations

Operations of the Project as described in Section 2.11 shall continue throughout the term of this Agreement as set forth in Article 4. If Participant ceases to construct the Income Targeted Housing for a continuous period of more than one year for any reason other than Events of Force Majeure and/or damage or destruction, the Agency shall have the right to terminate this Agreement upon written notice to Participant at any time during such cessation.

2.12. Funding Responsibility

The Parties understand and agree that funding for the Project comes entirely from Participant's internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

3. ADDITIONAL TERMS

3.1. Project

The Participant will be responsible at all times for the Project. Recognizing the level of investment

by Participant, the Agency has determined that it is in the best interests of the residents of the City to provide the Reimbursement to Participant to develop the Project, undertake the investment, and meet the continued Operation requirements with respect to the Project, as contemplated in this Agreement.

3.2. Responsibility for Development Plans and Permits

The Agency shall not be responsible for obtaining permits, licenses, or other approvals for the Project.

3.3. Other Terms

3.3.1. City Land Use Authority

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City's authority over land use, zoning, and permitting within the City.

3.3.2. Indemnification

Participant agrees to and shall indemnify, defend, and hold the Agency and its directors, officers, agents, employees, and representatives harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorney fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any third party person or to the property of any third party person, directly or indirectly caused by any acts done or any errors or omissions of Participant or its directors, officers, agents, employees, consultants, and contractors on the Project except for willful misconduct or negligent acts or omissions of the Agency, the City, or their respective directors, officers, agents, employees, contractors, and consultants. Likewise, the Agency agrees to and shall indemnify, defend, and hold Participant and its directors, officers, agents, employees, and representatives harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any third party person or to the property of any third party person, directly or indirectly caused by any acts done or any errors or omissions of the Agency, the City, or their respective directors, officers, agents, employees, contractors and consultants except for willful misconduct or negligent acts or omissions of Participant or its directors, officers, agents, employees, consultants, and contractors.

3.3.3. Limits on Liability

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such

damages at the time of contracting or otherwise.

3.3.4. Local, State, and Federal Laws

Participant shall make the Investment and utilize the Project in material conformity with all applicable laws; provided, however, that unless otherwise addressed elsewhere in this Agreement, nothing herein shall limit the right of Participant to properly challenge any such law, the applicability of any such law or allegations of non-compliance with any such law.

3.3.5. Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Project for purposes of inspection, with reasonable and prior written notice (but in no event less than 48 hours prior), and without charges or fees, during normal business hours or as otherwise agreed to in writing by Participant, subject, however, to the rules, regulations, security protocols and other access limitations for safety and security purposes as required by Participant.

3.3.6. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Except as expressly provided for in this Agreement, nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

3.3.7. Non-waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code §63G-7-101, *et seq*.

3.3.8. Agency and City Publicity

Throughout the term of this Agreement and notwithstanding any agreements to the contrary, the Agency shall have the right to freely use the following facts and information in Agency and City marketing, promotional, and publicity materials (together, "**Promotional Materials**"): (i) the presence of Participant's operations in the City, (ii) the approximate number of homes in the Project, (iii) Participant's approximate total Investment relating to the Project within the City, (iv) timing of Participant's initial and subsequent investments within the City, (v) the details of the Reimbursement and the expected benefits to the City, (vi) the location of the Project, and (vii) publicly-available information about Participant and its operations and history.

Except as required by the Utah Government Records Access and Management Act, the Agency shall not disclose any nonpublic information about Participant or Participant's operations within the Project as part of any Promotional Materials or press releases.

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants by either of the Parties established in this Agreement, including but not limited to covenants with respect to conformance with federal, local, and state laws, shall, without regard to technical classification and designation, be binding on such Party and any of its successors and assigns for the benefit of the other Party and its successors and assigns during the term of this Agreement. The term of this Agreement shall commence on the date first written above in this Agreement and, unless earlier terminated in accordance with the terms and provisions of this Agreement, shall end upon the later of: (a) Ten years after the Agency's final payment of all Reimbursement to which Participant is entitled under the terms and provisions of this Agreement (including such terms and provisions that condition the obligation of the Agency to make Reimbursement payments with respect to a given portion of any such Tax Year or limit the amount of Reimbursement the Agency is required to make with respect to a given Tax Year) or (b) upon the written agreement signed by the Parties hereto.

5. DEFAULTS, REMEDIES, AND TERMINATION

5.1. Default

If either the Agency or Participant fails to perform or delays performance of any material obligation of this Agreement and fails to cure as provided for in this Article 5, such conduct constitutes a default of this Agreement ("**Default**").

5.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party may give written notice (a "**Default Notice**") of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any right or remedy hereunder with respect to such Default without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3. Cure Period

The non-defaulting Party shall have no right to exercise any right or remedy hereunder with respect to the other Party's Default unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the Default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days; provided, however, that this sentence shall not be construed to limit Participant's right to challenge a claim that Participant is obligated to make a payment that is alleged in a Default Notice or the amount claimed in a Default Notice. If the Default is not cured by such Party within thirty (30) days of delivery of the Default Notice or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, such failure to cure shall be an Event of Default.

5.3.1. Rights and Remedies

Upon the occurrence of an Event of Default, the non-defaulting Party shall have, and may pursue, all remedies provided for in this Agreement with respect to such Event of Default and shall have the right to obtain specific performance, unless otherwise limited by the express provisions set forth in this Agreement. Such remedies are cumulative and, unless otherwise limited by the express provisions set forth in this Agreement, the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party. Notwithstanding the foregoing, if Participant fails to commence or continue Project as contemplated herein or fails to cure or commence to cure, as applicable, a Default within the applicable period described herein such that the applicable Default gives rise to an Event of Default, then in such case Agency's sole remedy shall be to terminate this Agreement upon payment of any amounts that may be due from Participant to the Agency and/or from the Agency to Participant under this Agreement (for clarity, Agency may not commence an action against Participant for specific performance to commence or continue Operations, make the Investment or cure any other Default by Participant Party, provided, however, if Participant (a) commences Operations or resumes Operations after a failure to commence or continue Operations or (b) cures (or, when applicable, commence to cure) a Default that has led to an Event of Default (other than a Default contemplated by clause (a), above) before Agency notifies Participant that it is terminating this Agreement as a result of any of the failures on Participant's part described in clauses (a) and (b), above, Agency may not terminate this Agreement, but Agency may withhold any and all Reimbursement Payments otherwise payable to Participant that relate to or arise out of any Agency Share that Agency receives at any time to the extent such Agency Share is based on property taxes paid or payable with respect to (i) the period prior to commencement of Operations, (ii) the period during which Participant's failure to continue the Operations would give Agency the right not to deliver Reimbursement payments to Participant as a result of such failure or (iii) the period between the time a Default described in clause (b), above, has become an Event of Default and the time Participant has cured or commenced to cure, as applicable, such Default. Additionally, nothing in this Section 5.3.1 or elsewhere in this Agreement will limit Agency's right to assert claims or initiate actions against Participant to collect, or pursue a judgment against Participant for, amounts Participant has failed to pay Agency pursuant to the terms and provisions of this Agreement.

5.3.2. Legal Actions

5.3.2.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Third District Court for the State of Utah located in Salt Lake County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.2.2. Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law. Service of

process on Participant shall be by personal service upon its Registered Agents, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.2.3. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

5.3.2.4. Waiver of Trial by Jury.

EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. GENERAL PROVISIONS

6.1. Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards to the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

6.2. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if emailed and: (1) personally delivered; or (2) if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated herein. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon mailing or making physical delivery of the writing containing the notice.

6.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such a condition, covenant, or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4. No Liability of Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney, or consultant of the Parties hereto shall be personally liable to any other Party hereto, or any successor-in-interest thereof, in the event of any Default or breach by a Party hereto or for any amount which may become due to a Party hereto or to its successor, or on any obligations under the terms of this Agreement.

6.5. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, terrorist activity, epidemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency's Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7. Attorney Fees

In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.

6.8. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or an enterprise between the Parties hereto.

6.9. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.10. Mediation

In the event a dispute arises between the parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the parties, the parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and for one-half of the mediator's costs. The place of mediation shall be Millcreek, Utah.

6.11. Divisions; Headings; Cross References

The division of this Agreement into Articles, Sections and Subsections and the use of titles, headings or captions in connection therewith are only for convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof and shall have no legal effect in construing the provisions of this Agreement. Unless indicated otherwise, references in this Agreement to Articles, Sections, Schedules and Exhibits are to articles, sections, schedules and exhibits of this Agreement.

6.12. Contra Proferentum

This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be construed against either Party based on which Party drafted the provision in question.

6.13. Further Assurances

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

6.14. Incorporation of Recitals and Exhibits

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

6.15. Force Majeure; Events of Force Majeure

If, by reason of an Event of Force Majeure (as defined below), Participant is unable in whole or in part to (a) carry out any of its obligation or agreements under this Agreement or (b) cure (or, when applicable, commence to cure) any Default by Participant (whether such Default occurred, or the Agency delivered a Default Notice with respect to such Default, prior to or after an applicable Event of Force Majeure), (i) Participant shall be deemed to not be in Default during the continuance of such inability and for the duration of any delay caused by such inability (any such period, a "**Force Majeure Period**") and (ii) the period within which Participant may cure (or,

when applicable, commence to cure) a Default before such Default gives rise to an Event of Default shall be extended by a length of time that is equal in duration to the applicable Force Majeure Period. Additionally, if, by reason of an Event of Force Majeure, any of the conditions to the Agency's delivery of any portion of the Reimbursement with respect to a given period have not been satisfied by the date or within the period contemplated in this Agreement with respect to such condition, the date by which, or the period during which, such unfulfilled condition must be satisfied and all dates and periods relevant to the applicable Reimbursement shall be extended by a length of time that is equal in duration to the applicable Force Majeure Period. The term "**Event of Force Majeure**" as used herein shall mean an event that is either not reasonably foreseeable or anticipated or cannot reasonably be controlled by Participant or, in the case of conditions to delivering Reimbursement payments, that prohibits, precludes, delays or materially interferes with (x) the performance of the relevant agreement or obligation of Participant or with Participant's satisfaction of any conditions or limitations in this Agreement to the Agency's delivery of any portion of the Reimbursement with respect to any period (including, without limitation, the development and construction of the new patient tower, making any or all of the renovations or improvements contemplated hereby, making the investment, obtaining or receiving any of the licenses, permits or other approvals contemplated herein or the taking of any other action that may be required to commence or continue Operations of the Project) or (y) the satisfaction of any condition to the Agency's delivery of any portion of the Reimbursement with respect to any period that is not within the control of Participant (including, without limitation, any of the conditions or limitations included in Sections 2.2.), which events include, without limitation strikes; lockouts; the enactment, imposition or modification of any orders of any governmental body, including the government of the United States, the State of Utah, Salt Lake County, the City or any of their departments, agencies, or officials, or any civil or military authority which occurs after the Effective Date and prohibits, precludes, delays or materially interferes with the performance of the relevant agreement of Participant or the satisfaction of any condition on its part; war; terrorist activities; sabotage; acts of public enemies; insurrections; riots; epidemics; pandemics; fire (whether or not an act of nature); landslides, earthquakes, sinkholes, floods, hurricanes, tornadoes, lightning, other unusually inclement weather or other natural disasters of acts of nature; or explosions; it being agreed that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of Participant, and Participant shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of Participant, unfavorable to Participant.

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Electronic pdf signatures shall be considered original signatures and scans of original documents shall be treated as original documents.

7.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties regarding the subject matter thereof. When executed by the Parties, this Agreement

integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter thereof.

7.3. Waivers and Amendments

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

MILLCREEK COMMUNITY REINVESTMENT AGENCY

By:_____
_____, Executive Director

Attest:

By:_____
_____, Secretary

MC29 DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

Exhibit D

Land Use Restriction Agreement

When Recorded Return to:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, Utah 84120
Attn: Vice President, Multifamily Finance & Development

Tax ID #[s]: [•]

LAND USE RESTRICTION AGREEMENT

This Land Use Restriction Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made effective as of **[•]**, 2026, by and between **[•], [a/an]**, its successors and assigns ("Owner"), and **UTAH HOUSING CORPORATION**, an independent body politic and corporate, constituting a public corporation of the State of Utah ("Utah Housing").

RECITALS:

WHEREAS, Section 51-12-101, *et. seq*., of the Utah Code, as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time (the "Program"), provides for "qualified depositories" (as defined in the Program) to offer certain loans to developers for the purpose of constructing housing developments in the State of Utah which meet the definition of a "qualified project" under the Program;

WHEREAS, Utah Housing is a "qualified depository", and is lending funds for "qualified projects" in accordance with the Program;

WHEREAS, an application has been made to Utah Housing, which application is on file with Utah Housing and is hereby incorporated herein by this reference, by Owner for a loan (the "Loan") from Utah Housing for construction of a qualified project (the "Project") consisting of "attainable homes" as defined in the Program;

WHEREAS, each attainable home (an "Attainable Home") covered by this Agreement is located upon and is a part of the real property described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Owner represents that the Project satisfies the requirements of the Program and that Owner will maintain the Project in conformity and continuous compliance with the Program, the applicable regulations thereunder, any other federal or state requirements applicable thereto, and this Agreement, each as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time;

WHEREAS, Utah Housing is unwilling to make the Loan to Owner for the Project unless Owner shall, by entering into and pursuant to this Agreement, consent and agree to the conditions and restrictions set forth herein;

WHEREAS, the Program and Lender, as applicable, require that (a) all of the units within the Project be Attainable Homes, and (b) each Attainable Home be owner-occupied for no fewer than five (5) years;

WHEREAS, because each owner of an Attainable Home (a "Purchaser") will acquire such Attainable Home at a below market price due to the Loan under the Program, Utah Housing and Purchaser will share in the amount of any appreciation of the equity in such Attainable Home following the sale of an Attainable Home, as set forth in the Retained Equity Agreement attached hereto as Exhibit B and incorporated herein by reference (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Retained Equity Agreement");

WHEREAS, Utah Housing is willing to extend the Loan to Owner for the Project on the condition that Owner agrees to cause each Purchaser to execute a Retained Equity Agreement at the time Purchaser acquires an Attainable Home from Owner; and

WHEREAS, Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of each Attainable Home shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of each Attainable Home for such term set forth herein, and are not merely personal covenants of Owner.

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Utah Housing agree as follows:

SECTION I. COVENANTS OF OWNER; PROGRAM REQUIREMENTS

Owner covenants and agrees as follows:

1.1 Restriction on Homes. In compliance with the Program, all of the units within the Project will be Attainable Homes, and each Attainable Home must be owner-occupied for a period of not less than five (5) years (the "Purchaser Occupancy Period"). The Purchaser Occupancy Period for an Attainable Home shall begin on the date the Retained Equity Agreement is recorded with respect to such Attainable Home.

1.2 Deed Restriction. In connection with any sale of an Attainable Home by Owner to Purchaser, Owner shall cause a Retained Equity Agreement to be executed by such Purchaser and recorded in the real property records with respect to such Attainable Home.

1.3 Homebuyer Assistance Program. In compliance with the Program, Owner shall have adopted a plan to provide a Purchaser with information about the First-Time Homebuyer Assistance Program established in Utah Code Section 63H-8-502, and upon Utah Housing's request, provide Utah Housing with a copy of such plan.

1.4 Nondiscrimination. Owner will not discriminate against any Purchaser or prospective purchaser on any unlawful basis. Owner will comply in all respects with all applicable federal, state and local laws, rules, regulations relating to housing and employment.

1.5 Compliance with Law. Owner will not (a) violate any laws, ordinances, governmental rules, or regulations to which it or any Attainable Home is or may become subject, including without limitation any Environmental Laws, or (b) fail to obtain or maintain any licenses, permits, or other governmental authorizations necessary to the ownership of each Attainable Home.

1.6 Release and Indemnification. Owner agrees to release and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Owner resulting from or relating to the Project or this Agreement. Further, Owner agrees to indemnify and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Utah Housing, its officers, directors, employees, and agents as a result of or in any way related to the Loan or Owner's compliance with the Program. Owner represents that it has independently reviewed the applicable statutes governing the Program to ensure Owner can comply with the Program, and Owner has not relied on any representation or statement from Utah Housing with respect to Owner's compliance with the Program.

1.7 Inspection. Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of Owner relating to the Project and each Attainable Home.

1.8 Subordination. Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary Liens and encumbrances relating to easements, utilities and similar matters) of any Attainable Home whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to subordinate its Lien to that of any lender to Purchaser to purchase an Attainable Home. Owner also agrees that its Lien on the Project shall be subordinate to the Lien of any lender to buyer to purchase an Attainable Home.

1.9 Recordation. This Agreement shall be placed of record in the real property records of the County in which the Project is located, and upon recording, Owner shall cause to be sent to Utah Housing an executed original of the recorded Agreement showing the date, deed book and page numbers of record.

1.10 Statutory Changes. Utah Housing and Owner recognize that the provisions of the Program may be amended from time to time. Owner agrees to maintain the Project in compliance and conformity with the requirements of the Program, as amended, and the regulations issued thereunder, as the same are amended from time to time. However, if in the sole discretion of Utah Housing subsequent revisions to the Program are so substantial as to necessitate amendment of this Agreement, this Agreement shall be amended to reflect such changes in the law governing the Program. In the event the Program is repealed or discontinued, or the requirements thereunder are substantially terminated, the parties agree that the provisions of the Program, and/or all regulations issued thereunder, in effect on the date of such repeal or termination, as the case may be, shall apply for all purposes hereunder and shall be incorporated herein by this reference

SECTION II. SALES OF ATTAINABLE HOMES

2.1 Purchase Price. The purchase price for which Owner may sell each Attainable Home to a Purchaser shall be in accordance with the Program and Utah Code Section 63H-8-501, which provide that such purchase price may not exceed the lesser: (a) $450,000.00, or (b) if applicable, the maximum purchase price established under Utah Code Section 63H-8-502.

2.2 Retained Equity Agreement. Purchaser will acquire its Attainable Home at a below market price, as a result of the Loan under the Program to Owner. In consideration thereof, Purchaser and Utah Housing will share the amount of any appreciation of the equity in such Attainable Home (the "Equity Share") following the sale of an Attainable Home, as set forth in the Retained Equity Agreement. To evidence Purchaser's obligation to pay Utah Housing its portion of the Equity Share, at the closing of Owner's sale of the Attainable Home to Purchaser, Owner shall cause Purchaser to (a) enter into a Retained

1.6 Release and Indemnification. Owner agrees to release and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Owner resulting from or relating to the Project or this Agreement. Further, Owner agrees to indemnify and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Utah Housing, its officers, directors, employees, and agents as a result of or in any way related to the Loan or Owner's compliance with the Program. Owner represents that it has independently reviewed the applicable statutes governing the Program to ensure Owner can comply with the Program, and Owner has not relied on any representation or statement from Utah Housing with respect to Owner's compliance with the Program.

1.7 Inspection. Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of Owner relating to the Project and each Attainable Home.

1.8 Subordination. Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary Liens and encumbrances relating to easements, utilities and similar matters) of any Attainable Home whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to subordinate its Lien to that of any lender to Purchaser to purchase an Attainable Home. Owner also agrees that its Lien on the Project shall be subordinate to the Lien of any lender to buyer to purchase an Attainable Home.

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1.10 Statutory Changes. Utah Housing and Owner recognize that the provisions of the Program may be amended from time to time. Owner agrees to maintain the Project in compliance and conformity with the requirements of the Program, as amended, and the regulations issued thereunder, as the same are amended from time to time. However, if in the sole discretion of Utah Housing subsequent revisions to the Program are so substantial as to necessitate amendment of this Agreement, this Agreement shall be amended to reflect such changes in the law governing the Program. In the event the Program is repealed or discontinued, or the requirements thereunder are substantially terminated, the parties agree that the provisions of the Program, and/or all regulations issued thereunder, in effect on the date of such repeal or termination, as the case may be, shall apply for all purposes hereunder and shall be incorporated herein by this reference

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Equity Agreement and (b) ensure the Retained Equity Agreement is recorded in the real property records of such Attainable Home.

SECTION III. DEFINITIONS.

3.1 Definitions. Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement:

3.1.1 The term "Affiliate", with respect to any Person (hereinafter "such Person"), shall mean any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, or is related to, such Person or another Affiliate of such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock or membership or partnership interests, by contract or otherwise.

3.1.2 The term "Environmental Laws" means all federal, state or local laws, ordinances, rules, regulations, standards, duties, or permits now or hereafter in effect and as amended from time to time that relate in each case to the protection of the environmental, health and safety, or the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation, disposal, recycling, labeling, remediation, or release of Hazardous Materials including, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), (42 U.S.C, Sections 9601, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Materials Transportation Act, (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (RCRA), (42 U.S.C. Sections 6901, et seq.),the Federal Water Pollution Control Act (33 U.S.C. Section 1251), the Clean Water Act, (33 U.S.C. Sections 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), the Clean Air Act, (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, (15 U.S.C. Sections 2601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001, et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 7901 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. Sections 651 et seq.); and any similar state law, including all amendments thereto and all regulations promulgated thereunder, and further including the conditions and requirements of all permits and regulatory approvals issued thereunder.

3.1.3 The term "Hazardous Materials" means (a) "hazardous waste" as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), including any future amendments thereto, and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), including any future amendments thereto, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance the presence of which is or becomes prohibited by any federal, state, or local law, ordinance, rule or regulation; and (g) any hazardous or toxic substance, material, or waste which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment or disposal.

3.1.4 The term "Lien" shall mean any interest in property securing an obligation owed to, or a claim by, any Person, whether such interest shall be based on the common law, statute or contract, whether or not such interest shall be recorded or perfected and whether or not such interest shall be contingent upon the occurrence of some future event or events or the existence of some

future circumstance or circumstances, and including the lien or security interest arising from a mortgage, encumbrance, pledge, adverse claim or charge, conditional sale or trust receipt, or from a lease, consignment or bailment for security purposes. The term "Lien" shall also include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property.

3.1.5 The term "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization or government (or any agency or political subdivision thereof).

3.2 Program Definitions. All words, definitions and terms used in this Agreement that are not otherwise specifically defined herein shall have the meaning assigned to such terms in the Program.

SECTION IV. MISCELLANEOUS

4.1 Term; Run with the Land. Owner intends, declares and covenants that the covenants, terms, provisions, and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, Owner and Utah Housing, and their respective successors and assigns, and all subsequent owners of each Attainable Home or any interest therein, for the duration of Purchaser Occupancy Period. Upon the expiration of Purchaser Occupancy Period for each Attainable Home, Utah Housing shall execute a release of this Agreement with respect to such Attainable Home, if so requested by the then owner of such Attainable Home. Any retained equity obligations shall survive the release and remain enforceable pursuant to the Retained Equity Agreement.

4.2 Assignment by Utah Housing. Utah Housing may, at any time during the term hereof assign its rights hereunder or its obligations hereunder, or both, to any Affiliate of Utah Housing or any other political subdivision of the State of Utah. Utah Housing may assign its rights hereunder or its obligations hereunder, or both, to any party not specified in the preceding sentence only with the written consent of Owner, such written consent not to be unreasonably withheld or delayed. In the event Utah Housing assigns its obligations hereunder, Utah Housing shall have no further obligations or liabilities hereunder whatsoever from and after the date of such assignment.

4.3 Indemnification. Except to the extent caused by the gross negligence or intentional misconduct of Utah Housing, Utah Housing shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Owner or by any person whosoever may at any time be renting, using or occupying or visiting the Project or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Owner or of any occupant, visitor, or user of the Project or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Owner shall indemnify Utah Housing against all such claims and liability.

4.4 Notices. Each notice required to be given in this Agreement shall be in writing and shall be deemed to have been properly given or served by the deposit of such with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage and addressed as hereinafter provided. Each notice shall be effective upon being deposited as aforesaid and shall be deemed to have been received five business days from and after such deposit. Each notice may also be served by personal service addressed as hereinafter provided. By giving to each other party at least 10 days' notice thereof, each party shall have the right from time to time during the term of this Agreement to change the address(es) thereof and to specify as the address(es) thereof any other address(es) within the United States of America.

To Owner: Each notice to Owner shall be addressed as follows:

[•]
[•]
[•]
Attention: [•]
Email: [•]

With copies to (which shall not constitute notice):

[•]
[•]
[•]
Attention: [•]
Email: [•]

To Utah Housing: Each notice to Utah Housing shall be addressed as follows:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, Utah 84120
Attention: Claudia O'Grady
Email: cogrady@uthc.org

With copies to (which shall not constitute notice):

Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Emily Holt; Jamie Riley
Email: EHolt@parsonsbehle.com; JRiley@parsonsbehle.com

4.5 Waiver. No express or implied consent to or waiver of any breach or default by a party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such failing party of the rights of such failing party under this Agreement.

4.6 Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.

4.8 Amendment. This Agreement may be amended only in a writing signed by each of the parties hereto.

4.9 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Sections and Subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Sections or Subsections shall refer to the corresponding Section or Subsection of this Agreement unless specific reference is made to the articles, sections or other subdivisions of another document or instrument.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

4.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, assigns and legal representatives.

4.12 Accounting Terms. All accounting terms used herein that are not otherwise expressly defined shall have the respective meanings given to them in accordance with generally accepted accounting principles at the particular time.

4.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

4.14 No Partnership. Nothing herein contained shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.

4.15 Attorneys' Fees. In the event that any party shall institute any action or proceedings against any other party relating to the provisions of this Agreement, or any default thereunder, then and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the prevailing party therein for the reasonable expense of attorneys' fees and disbursements incurred therein by the prevailing party.

4.16 Final Agreement. This Agreement and the other agreements, documents, obligations, and transactions contemplated by this Agreement, constitute the entire agreement between Owner and Utah Housing with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by Owner and Utah Housing. PURSUANT TO UTAH CODE SECTION 25-5-4, OWNER IS NOTIFIED THAT THIS AGREEMENT IS A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN OWNER AND UTAH HOUSING AND THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

OWNER:

[•],
a [•]

By: [•]
Its: [•]

UTAH HOUSING:

UTAH HOUSING CORPORATION,
an independent body politic and corporate, constituting a public corporation in the State of Utah

By: [•]
Its: [•]

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by [•], the [•] of [•].

NOTARY PUBLIC
Residing at:
My commission expires:

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by [•], the [•] of Utah Housing Corporation, an independent body politic and corporate, constituting a public corporation of the State of Utah.

NOTARY PUBLIC
Residing at:
My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY, ADDRESSES

The real property located in [•] County, State of Utah, and more particularly described as follows:

Tax Parcel No. [•]

EXHIBIT B

FORM OF RETAINED EQUITY AGREEMENT

WHEN RECORDED, RETURN TO:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, Utah 84120
Attn: Claudia O'Grady

RETAINED EQUITY AGREEMENT

Re: _____, _____, Utah
Tax ID#:_____

This Retained Equity Agreement (this "Agreement") is entered into on _____, 20____, between _____ ("Purchaser") and Utah Housing Corporation, an independent body politic and corporate, constituting a public corporation of the State of Utah ("Utah Housing"), pursuant to that certain Land Use Restriction Agreement dated _____, 20____ (the "LURA") between Utah Housing and _____ (the "Project Owner"), which contains certain restrictions and requirements with respect to condominium units located on a parcel of real property more particularly described in Exhibit A attached hereto (the "Residence"). The LURA provides that Purchaser may purchase the Residence from the Project Owner at a specified price on the condition that Purchaser and Utah Housing enter into a recorded agreement in the form of this Agreement. Accordingly, Purchaser and Utah Housing agree as follows:

1. In consideration of Utah Housing providing the financing for the construction of the Residence, which is being sold to Purchaser at a below market price, Purchaser hereby agrees to pay to Utah Housing the "UHC Equity Payment" (as defined below) on the date Purchaser re-sells the Residence. The UHC Equity Payment is payable at the time of such re-sale. Purchaser shall be entitled to retain the Purchaser Equity Payment (as defined below) at the time of such re-sale. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Fair Market Value**" shall mean the price a willing buyer would pay a willing seller for the Residence in a bona fide arms' length transaction, less any usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance.

(c) "**Occupancy Period**" shall mean, as of any date, the total number of years (or portion thereof, measured to the closest number of months) that Purchaser has occupied the Residence as Purchaser's primary residence.

(d) "**Purchaser Equity Percentage**" shall have the meaning set forth in the table below:

Occupancy Period	Purchaser Equity Percentage
Months 1-12	0%
Months 13-24	15%
Months 25-36	30%
Months 37-48	45%

Months 49-60	60%
Months 61 and up	75%

(e) "**Purchaser Equity Payment**" shall mean an amount equal to the (i) (A) Fair Market Value minus (B) the Purchase Price multiplied by (ii) the Purchaser Equity Percentage.

For example, if (1) the Fair Market Value is $500,000.00, (2) the Purchase Price was $300,000.00, and (3) and Purchaser has an Occupancy Period of 28 months, the Purchaser Equity Payment would be calculated as follows:

$500,000.00 (Fair Market Value) - $300,000.00 (Purchase Price) = $200,000.00 x 30% (Purchaser Equity Percentage), for a total of $60,000.00.

(f) "**Purchase Price**" shall mean the amount paid or financed by Purchaser to Project Owner for the purchase of the Residence at or about the date the Retained Equity Agreement is recorded with respect to the Residence.

(g) "**Senior Loan**" shall mean the loan existing on the date hereof secured by a first priority deed of trust.

(h) "**UHC Equity Payment**" shall mean an amount equal to the (i) (A) Fair Market Value of the Residence minus (B) the Purchase Price multiplied by (ii) (A) 100% less (B) the Purchaser Equity Percentage.

For example, if (1) the Fair Market Value is $500,000.00, (2) the Purchase Price was $300,000.00, and (3) and Purchaser has an Occupancy Period of 28 months, the UHC Equity Payment would be calculated as follows:

$500,000.00 (Fair Market Value) - $300,000.00 (Purchase Price) = $200,000.00 x (100% - 30% (Purchaser Equity Percentage)), which equals 70%, for a total of $140,000.00.

2. At the election of Purchaser, upon at least thirty (30) days' prior written notice to Utah Housing, Purchaser may payoff the UHC Equity Payment owed pursuant to this Agreement to Utah Housing so long as Purchaser has owned and resided in the Residence for at least five (5) years, beginning as of the date the Retained Equity Agreement is recorded with respect to the Residence. If Purchaser makes the election to pay off the UHC Equity Payment, the Fair Market Value of the Residence shall be determined by an appraisal paid for by Purchaser and acceptable in all respects to Utah Housing, including, form, substance and amount. The appraisal shall be prepared by an independent, state-licensed or certified appraiser, with experience in valuing similar properties in the applicable market.

3. Purchaser agrees to give Utah Housing at least thirty (30) days' written notice prior to any contemplated sale of the Residence. Purchaser agrees to provide a copy of any purchase agreement for any sale of the Residence and any addendums to the purchase agreement or related appraisals to Utah Housing within five (5) days after the purchase agreement is fully executed. The notice and the copy of the fully executed purchase agreement and appraisal shall be delivered to Utah Housing at the address listed above or at such other address provided to Purchaser by Utah Housing. Purchaser shall not sell the Residence except for Fair Market Value. The UHC Equity Payment shall be collected by Utah Housing in conjunction with the closing of the sale of the Residence.

4. In the event that Purchaser desires to refinance the Senior Loan or take out a home equity loan, Purchaser agrees to give Utah Housing at least thirty (30) days' written notice of the contemplated

financing on the Residence. This notice shall include the name of the mortgage lender and amount of such financing, together with any "cash-out" amount to be received by Purchaser in connection with such financing. Within five (5) days after the receipt by Purchaser of any appraisal prepared in connection with such refinancing, a copy of the appraisal shall be provided to Utah Housing at the address listed above or at such address as provided to Purchaser by Utah Housing. Utah Housing may agree to subordinate the UHC Equity Payment to a deed of trust securing the new mortgage loan or home equity loan, as the case may be, so long as the amount does not exceed (a) the then Fair Market Value of the home minus (b) the sum (i) (A) of the mortgage loan refinanced or (B) the sum of the current mortgage loan and home equity loan, plus (ii) 110% of the UHC Equity Payment calculated at the time of refinance of the Senior Loan or take out of a home equity loan; provided, for the calculation of the UHC Equity Payment under this Paragraph 3, Fair Market Value shall not remove any usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance because there will be no sale of the Residence in connection with the refinance of home equity loan. Notwithstanding the foregoing, Utah Housing shall not be obligated to sign a subordination agreement that contains terms not acceptable to Utah Housing in its sole discretion.

5. Purchaser will reimburse Utah Housing for all costs, expenses and reasonable attorneys' fees and costs, expended or incurred by Utah Housing in enforcing this Agreement, including but not limited to fees and costs for negotiation, litigation and bankruptcy representation.

6. Purchaser may not assign its obligations hereunder. Utah Housing may assign its rights hereunder without the consent of Purchaser. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement expresses the entire understanding of the parties hereto and may not be altered or be amended except with the written consent of each of the parties.

8. Purchaser and Utah Housing agree that they do not intend to be partners in the ownership of the Residence and that this Agreement shall not be interpreted as a partnership agreement. Purchaser acknowledges that the sole purpose of this Agreement is to allow Utah Housing, for the consideration specified in Paragraph 1 above, to share a portion of the equity at the time of a re-sale of the Residence.

9. Purchaser and Utah Housing intend, declare and covenant that the covenants, terms, provisions, and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, Purchase and Utah Housing, and their respective successors and assigns, and all subsequent owners of the Residence or any interest therein, unless and until specifically released by Utah Housing by recorded instrument with respect to the Residence, and shall specifically survive any termination or release of the Land Use Restriction Agreement by Utah Housing with respect to the Residence.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have signed this Retained Equity Agreement as of the day and year first above written.

PURCHASER:

[Name #1]

[Name #2]

Dated: _____, 20__

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____[Name #1], Purchaser.

NOTARY PUBLIC
Residing at:
My commission expires:

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____[Name #2], Purchaser.

NOTARY PUBLIC
Residing at:
My commission expires:

UTAH HOUSING: UTAH HOUSING CORPORATION

By:_____
[Name]
Its:

Dated: _____, ___, 20__

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ _____, the _____ of Utah Housing Corporation, a Utah public corporation.

_____
NOTARY PUBLIC
Residing at:
My commission expires:

Exhibit A

Description of Property

That certain real property located in _____ County more particularly described as follows:

Tax ID # _____

Millcreek City Hall
1330 E Chambers Ave
Millcreek, Utah 84106
millcreekut.gov

Planning & Zoning
(801) 214-2700
planner@millcreekut.gov

ZM-26-005

City Council Staff Report (2nd Reading)

Meeting Date:	**5/25/2026**
mi	
Applicant:	**Mike Oborn**
Re:	**Rezone to City Center Overlay – Development Agreement zone (CCOZ-DA)**
Property Address:	**1265 E Villa Vista Ave**
Zone:	**C (Commercial)**
Prepared By:	**Carlos Estudillo, Planner**
Scope of Decision:	**Discretionary.** This is a legislative matter, to be decided by the Millcreek City Council upon receiving a recommendation from the Millcreek Planning Commission. Your recommendation can be broad in scope, but should consider prior adopted policies, especially the Millcreek General Plan.

REQUEST AND SYNOPSIS

The applicant, Mike Oborn, has filed a CCOZ-DA rezone application, proposing to construct an owner-occupied, Affordable Housing Multi-family development, on a property located at approximately 1265 E Villa Vista Ave. The request is to rezone the Property from the Commercial Zone (C) and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement (CCOZ-DA) Zone, in conjunction with a development agreement, subjecting the Property to certain development terms and standards pursuant to Title 18.48. of the Millcreek Zoning Code.

The purpose of the City Center Overlay – Development Agreement (CCOZ-DA) Zone is to allow flexibility in the strict application of the City Center Overlay Zone Design standards given particular site conditions and opportunities for additional development of public benefits such as additional public parking or open space or **the provision of affordable housing**, while adhering to the goals of the City Center Master Plan. The application of the development agreement concept is intended to advance the goals of the Millcreek City Center Master Plan and to further the purpose and intent of the City Center Overlay Zone, thus ensuring substantial compliance with the intent of zone regulations and other provisions of this title related to public health, safety, and general welfare, and at the same time securing the advantages of large scale site planning for mixed use development appropriate in Millcreek's City Center.

EXISTING CONDITIONS & FINDINGS:

- The Subject Property involves a compilation of parcels comprising approximately 0.32 acres (14,008 sf).

- **Zoning.** The Subject Property is currently within the C (Commercial Zone) and the CCOZ (City Center Overlay Zone). Properties within the vicinity surrounding the Subject Property are within the C (commercial zone) to the North, West, and East, and South.

- **Land Use Designation.** The Subject Property is within the "City Center" category in the General Plan, and is a part of the City Center Master Plan:

    - The "City Center" land use designation envisions retail in walkable, mixed-use configuration, professional uses, restaurant, and similar arts and entertainment uses that attract visitors from around the City and region. As well as multifamily condominiums or apartments, hospitality, civic and public facilities, health services, as well as plazas, squares, pocket parks, community gardens, and other gathering spaces.

- **Surrounding Uses.** Properties surrounding the Subject Property consist of large-scale multi-family housing, and first-floor commercial stock. The envisioned uses for the City Center Overlay Zone.

- **Densities.** The City Center Overlay zone allows a building height range from 2 to 6 stories. The project offers twenty-three (23) units. For comparison, the building directly south (The Richmond) contains 330 units, whereas the nearby building to the East (Cottonwood Highland) contains 250 units.

- **Proposal.**

    - The applicant is proposing twenty-three (23) condominium units that will consist of one building accessed through Villa Vista Avenue (only).

        - Building One: Twenty-three (23) units. Two-bedroom units, over six floors.

    - The proposed building heights and lengths are as follows:

        - Building One: 64' feet in height. 62' feet in length.

    - Exterior materials of a durable and resilient nature such as brick, stone, architectural metal panel, composite materials, or other materials of similar quality, hardiness, and low maintenance characteristics are proposed in the design of the proposal. Nearly 86% of the materials found in the first level of the front façade are brick.

    - As per MKZ 18.47.070, the developer would be required to provide a 20-foot stepback along the street-facing facade between the top of the first story and the top of the third and upper stories. In leu of this requirement, the applicant proposed the following public benefits:

        - Affordable Housing. A multiple-household dwelling or mixed-use building provides at least 20 percent of units as affordable housing at up to 80 percent of the County Area

Median Income. The project proposes a 100% affordable housing product.

- As per MKZ 18.47.070, for any building over 40 feet in height, A five-foot (5') stepback along a façade facing the rear property line is required between the top of the first story and the top of the third story and upper stories. In leu of this requirement, In leu of this requirement, the applicant proposed the following public benefits:

    - Affordable Housing. A multiple-household dwelling or mixed-use building provides at least 20 percent of units as affordable housing at up to 80 percent of the County Area Median Income. The project proposes a 100% affordable housing product.
    -

- As per MKZ 18.47.070, a 10-foot stepback along a façade facing a side property line is required between the top of the first story and the top of the third story and upper stories. In leu of this requirement, the applicant proposed the following public benefits:

    - Affordable Housing. A multiple-household dwelling or mixed-use building provides at least 20 percent of units as affordable housing at up to 80 percent of the County Area Median Income. The project proposes a 100% affordable housing product.

- For street-facing building facades, exterior building materials used shall consist of a minimum of 75 percent brick or stone excluding windows. Nearly 86% of the materials found in the first level of the front façade are brick.

- Windows shall constitute at least 50 percent of first story street-facing facades, and windows shall be at least 50 percent transparent. The project proposes 51.6% of windows on the first story street-facing façade, and an overall 25.7% of the total street facing façade.

- Proposal currently meets the requirement of allocating, at least, 30% of the overall lot size as open space by providing **4970 sf** of amenities, well over the standard 30% (4,203 sf) or the affordable housing standard of 20% (2,802 sf). The amenities are the following:

    - Common deck: 1,758 sf
    - Clubroom: 1,153 sf
    - Fitness Room: 981 sf
    - Hot tub: 100 sf
    - Tenant storage: 978 sf

- Parking is subject to MKZ 18.63 (Parking and Mobility Standards) and MKZ 18.78 (Affordable housing incentives). The latter allows for a reduction in the minimum parking requirements, if an affordable housing product is proposed. The affordable housing parking ratio is 1 space per unit with two or more bedrooms, as well as the standard visitor parking ratio of 0.25 space per unit.

    - The Project shall have at least 23 resident, parking stalls, which shall be contained within the garage, located in the ground floor of the proposed building.

    - Additionally, as per the prescribed cross section for **neighborhood streets**, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ **18.47.060** (CCOZ Design

Standards), the project will include two (2) on street parking stalls on Villa Vista Avenue, which will be dedicated to the City as part of the Right-of-way, and will function as guest parking.

- Typically, Millcreek requires a total of (6) guest parking spaces [23 (units) x 0.25 (spaces per unit for visitor parking) = 5.75 stalls, rounded to six. While two (2) of these stalls will be located within the forementioned street stalls, which may be used as shared parking serving Villa Vista Ave, the right-of-way width found on 1285 E Villa Vista Ave is not able to generate more than two (2) on-street parking stalls on Villa Vista Ave; therefore, four (4) remaining parking stalls would need be located offsite.

    - As per **18.63.020 (Vehicle Parking Requirements)**,
    "If offsite parking is available either on public property or on property provided by deed, lease, or easement by a public entity or private landowner for offsite parking, which parking is within 300 feet as measured from the closest property lines of a particular land use, credits may be given toward the parking requirement for said land use."

  The applicant is offering to serve two (2) parking stalls at 1291 E Villa Vista Ave, as on-street parking. 1291 E Villa Vista sits right next to the applicant's lot (east) and would require improvements at the applicant's expense, despite the property not being on the scope of this application. This will require the applicant to enter an agreement with the city, and the property owner of 1291 E Villa Vista Ave to improve the right-of-way along the frontage of 1291 E Villa Vista, allowing the construction of two on-street parking stalls on Villa Vista (along with curb, gutter, sidewalk and any required improvements), as per the prescribed cross section for **neighborhood streets**, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ **18.47.060** (CCOZ Design Standards).

  The agreement above is based on a reduction of the required guest-parking stalls from six (6) to four (4). Staff notes that Villa Vista has circumstances that obviate the need for extra guest parking: there is little commercial activity on the northwestern portion of Villa Vista, and Millcreek is intending on limiting parking to no more than 2-hours during the daytime for the entirety of the street. Additionally, Millcreek is adopting new standards for parking enforcement, to effectively ensure parking compliance. The applicant was unable to achieve an agreement for guest parking at an off-site location within 300 feet of the proposed subject property (as presented in previous meeting). Considering these circumstances, staff recommends a reduction from six (6) to four (4) guest parking stalls, as the applicant is proposing to improve the remaining unimproved portion of Villa Vista Ave (1291 E Villa Vista Ave), to obtain two (2) additional on-street parking stalls, which typically would not be required by our ordinances. In addition, on-street parking (city owned) on Villa Vista Avenue's purpose is to serve its neighborhood needs, including providing additional parking for overflow guests in our City Center.

- The Subject Property has one access from Villa Vista Ave to the site, measuring 24' in width, meeting the 2019 Transportation Master plan. Access has been reviewed and accepted by Unified Fire.

  - The CCOZ-DA does not require owner occupied housing; As agreed and prescribed in the development agreement, the applicant must submit a subdivision plat for owner occupancy approval, which has been submitted for

- **Commercial Requirements**: As per MKZ 18.78 (Affordable housing incentives), completely Affordable Developments located in the RM, MD, or **C Zones** may receive a waiver of up to 100% of the first story commercial requirements, where mixed use developments are required. Developments must satisfy all other requirements of the zone. The applicant is not required to provide commercial space.

- **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting Villa Vista Avenue right-of-way. The Developer shall also install frontage improvement to the abutting right of way (including but not limited to curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities).

- **Ditch Maintenance:** Irrigation improvements shall meet the requirements of the Lower Millcreek Canal Company.

- **Development Agreement:** A development agreement may best ensure the type, scale, orientation, dedication, utilities easements, access, phasing, and other aspects pertaining to the future development of these properties, where the underlying zoning and land use ordinances may be insufficient; Therefore, a development agreement may be considered to ensure development design and layout of the property. Staff would like the Community Council to discuss the following, potential development agreement items:

  - Uses.
  - Ownership
  - Density
  - Length and Height.
  - Owner Occupancy and deed restrictions.
  - Setbacks.
  - Landscaping
  - Parking.
  - Materials.
  - Right-of-way improvements, dedication, streetscape and maintenance.
  - Step backs
  - Deed restrictions (Drafted by Utah Housing Corporation).

DEVELOPMENT AGREEMENT:

1. **Uses.** The project shall consist of 23 affordable housing, condominium units.

2. **Community Reinvestment Agreement:** The Applicant must meet all obligations set in the Participation Agreement by and between the Millcreek Community Investment Agency, as depicted in Exhibit _.

3. **Height.** The height of the buildings shall be measured from the lowest elevation point of original grade (4408), as depicted in the attached ALTA/NSPS Land Title & Topography Survey, Exhibit _. Height shall be no higher than 65 feet, as depicted in Exhibit _.

4. **Setbacks.** The minimum building setbacks shall be according to the current City Center Overlay Zone (CCOZ), and as depicted in Exhibit _.

5. **Parking.** The Project shall have at least 23 resident parking stalls, which shall be contained within the garage, located on the ground floor of the proposed building, as well as four(4) stalls for guest parking. The breakdown of parking stalls is the following, as depicted in Exhibit _:

    - 17 standard parking stalls (1 out of 17 will be an EV stall)
    - 1 accessible parking stall (1 out of 17 will be an EV stall)
    - 5 compact parking stalls (1 out of 17 will be an EV stall)
    - 2 on-street guest-parking stalls (as per 1285 E Villa Vista Ave' prescribed cross-sections)
    - 2 on-street, off-site guest parking stalls (1291 E Villa Vista Ave)

6. **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the City Center Overlay Zone (CCOZ) ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit _.

7. **Landscaping.** Landscaping shall comply with the requirements of MKZ 18.64 (Landscape standards) and the Millcreek City Center Urban Forestry Standard. Landscaping materials shall include native or endemic groundcover. Turf grass is prohibited for use as a ground cover.

8. **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting the Villa Vista right-of-way. Additionally, The Developer shall install frontage improvement to the abutting right of way (including but not limited to plaza, curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities), as depicted in Exhibit _.

9. **Streetscape and Dedication.** The streetscape along 1285 E Villa Vista Ave shall be installed as depicted in Exhibit _, following the cross sections recommended by the Engineering Department. Including the required improvements for the frontage at 1291 E Villa Vista Avenue.

10. **Deed restrictions and owner occupancy:** as drafted by Utah Housing Corporation. *pending*

CONCLUSIONS:

- **Planning Open House Meeting:** Residents within 600' radius of the property were noticed to participate in an open house meeting, that was held on April 7th, 2026. Staff did not receive any written comments in response to the application.

- **Community Councils**: On April 7th, 2026, during the Millcreek Community Council meeting, members moved to recommend the proposal, with a 5-1(abstaining) vote, recommending additional parking on the property and generally in the City Center.

- The project qualifies for a CCOZ-DA by proposing an Affordable Housing, multiple-household dwelling or mixed-use building that provides at least 20 percent of units as affordable housing at up to 80 percent of the County Area Median Income, as a public benefit, prescribed in MKZ **18.48.020 (CCOZ-DA Applicability**)

- All condominiums will be deed-restricted, as prescribed by the Utah Housing Corporation.

- The Applicant must meet all obligations set in the Participation Agreement by and between the Millcreek Community Investment Agency.

- The applicant will be required to enter an agreement with Millcreek, and the property owner of 1291 E Villa Vista Ave to improve the right-of-way along the frontage of 1291 E Villa Vista, allowing the construction of two on-street parking stalls on Villa Vista (along with curb, gutter, sidewalk and any required improvements), as per the prescribed cross section for **neighborhood streets**, depicted in Figure 18.47.7 and in Table 18.47-8 within MKZ **18.47.060** (CCOZ Design Standards).

- All development will be required to meet the minimum zoning and land use ordinances; to which the concept plan may likely evolve from what is currently presented for this rezone application.

- The project is subject to further review and final approval.

RECOMMENDATIONS:

Planning Commission Recommendation: On April 15th, 2026, during the Millcreek Planning Commission meeting, members moved to recommend approval, with an unanimous (6-0) vote, as presented.

Staff Recommendation: Staff recommends that the Millcreek City Council approves rezone application ZM-26-005, to the City Center Overlay - Development Agreement Zone (CCOZ-DA), subject to a development agreement.

SUPPORTING DOCUMENTS

- **Application package**
- **Development Agreement**

When recorded, return to:

Millcreek
Attn: Mayor
1330 E Chambers Ave
Millcreek, UT 84106

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into this ___ day of _____, 2026 (the "Effective Date"), by and between _____,(the "Developer") and Millcreek City, a municipal corporation of the State of Utah (the "City"). The Developer and the City are sometimes referred to as the "Parties."

RECITALS

WHEREAS, the Developer owns, or will own, approximately .32 acres of real property located at 1285 East Villa Vista in Millcreek, Utah, as more particularly described on Exhibit A attached hereto (the "Property"). The Parties desire that the Property be developed as twenty-three (23) condominiums (the "Project") in a unified and consistent fashion pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Property is located in the Commercial "C" Zone ("CCOZ"), and

WHEREAS, the Developer has requested that the Property be rezoned ("Rezone") from the Commercial (C) to the City Center Overlay Development Agreement Zone ("CCOZ-DA"); and

WHEREAS, the Developer intends to develop the Property consistent with certain design criteria as identified in Exhibit "B" and with the concept plans as shown in Exhibit "C"; and

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

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

WHEREAS, the City and Developer acknowledge and intend for the terms of this Agreement to be enforceable, and for the rights of the Developer to develop the Property only if the City Council, in its sole and absolute legislative discretion, approves the Rezone and this Agreement (as evidenced by the City's signature to this Agreement); and

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances, and regulations after the date of this Agreement.

3. **Vested Rights.** Anything in Section 2 notwithstanding, except as provided below, the Parties intend that this Agreement grants the Developer the vested right to develop the Project under the ordinances, policies, and standards of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that are in effect as of the Effective Date, as modified by the design criteria attached hereto as Exhibit B, the concept plan attached hereto as Exhibit C, and the provisions of this Agreement (the "Vested Laws").

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

3.1.1. State and Federal Compliance. The City's future laws, which are generally applicable to all properties in the City, and which are necessary to comply with State and Federal laws and regulations affecting the Project;

3.1.2 Codes. City development standards, engineering requirements, and supplemental specifications for Public Works, and any new editions or replacements thereof, and any City's future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual on Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

3.1.3 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;

3.1.4 Fees. Changes to the fees for processing development applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law;

3.1.5 Impact Fees. Impact Fees or modifications thereto which are adopted and imposed by the City in accordance with applicable law; and

3.1.6 Compelling, Countervailing Interest. Laws, rules, or regulations that the City's land use authority finds on the record are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2019).

3.2 **Developer's Voluntary Submission to Future Laws**. If the Developer provides express written notice of its intent to abide by the City's future laws/ordinances that are in place at the time when the Developer submits a development application, then such future laws/ordinances shall apply to such development application, without waiving the Developer's right to submit future development applications under the Vested Laws.

3.3 **Timing and Rate of Development**. The City acknowledges that as of the Effective Date, the Developer cannot predict if, when, or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside the control of the Developer, such as market orientation and demand, competition, availability of qualified laborers, and weather conditions. Nothing in this Agreement shall be construed to require the Developer to proceed with developing the Project or any portion thereof or any Phase, provided (a) once development has

commenced, such development shall be in accordance with the terms of this Agreement; and (b) once vertical construction has commenced, such construction shall be completed in a commercially reasonable timeframe, subject to the provisions of Section 15 below.

3.4 **Acquisition of Property**. The rights and obligations of the Developer and the City under this Agreement are conditioned on Developer acquiring the Property. If the Developer fails to acquire the Property, this Agreement shall automatically terminate.

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

5. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions/criteria set forth in Exhibit B.

6. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder following the acquisition of the Property by Developer, shall be deemed to run with the Property, and shall encumber the same; and, subject to the provisions of Section 14 below, shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property. No breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person that acquires title to the Property, or any portions thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7. **Assignment.** This Agreement shall be binding upon any successors and assigns. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned to any other party, individual, or entity without the other party's consent; however, this restriction on assignment shall not prohibit or impede the sale by the Developer to any third party. Notwithstanding the foregoing, Developer may assign its rights and obligations under this Agreement, without the consent of the City but with notice to the City, to any person or entity that controls, is under common control with, or is controlling Developer. For purposes of this paragraph, control exists in all cases in which the entity is a member of a controlled group of corporations as defined pursuant to section 1563 of the Internal Revenue Code.

8. **No Joint Venture, Partnership, or Third-Party Rights**. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties or any rights or benefits to third parties except as expressly provided herein.

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

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

TO DEVELOPER:

Attn:

TO CITY: Millcreek
Cheri Jackson, Mayor
1330 E Chambers Ave
Millcreek, Utah 84106

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

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

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

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

the case of a material default by Developer that remains uncured thirty (30) days after written notice of such default, unless Developer commences curing such default within such thirty (30) day period and diligently pursues such cure; provided, if the Council finds on the record in a public meeting that a default by the Developer materially impairs a compelling, countervailing interest of the City and that any delays in imposing a remedy to such a default would also impair a compelling, countervailing interest of the City, the City may immediately pursue the remedies after the public meeting which finds such material impairment of a compelling, countervailing interest of the City. The City shall give reasonable notice to the Developer of any public meeting at which an emergency default is to be considered, and the Developer shall be allowed to attend such meeting and address the Council regarding the claimed emergency default.

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

15. **Force Majeure.** Neither party shall be liable or deemed to be in default for any delay, failure, or interruption in performance under the Agreement resulting, directly or indirectly, from acts of God, acts of civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions, or any other cause beyond the control of either party. Both Parties, however, agree to make good faith efforts to perform under this Agreement in the event of any such circumstance.

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

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

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

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

[SIGNATURES ON NEXT PAGE]

Millcreek

ATTEST:

Cheri Jackson, Mayor

Elyse Sullivan, MMC, City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)

: ss

COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that she is the Mayor of Millcreek, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the City by authority of its City Council and said Mayor acknowledged to me that the City executed the same.

DEVELOPER

By: _____

Name:

Title:

OWNER/DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me _____, who being by me duly sworn, did say that he is the _____,and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its bylaws and signed in behalf of said company.

Exhibit A

(Legal description)

1285 E Villa Vista Ave
16-29-28-1014-0000

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

Exhibit B

1. **Uses.** The project shall consist of 23 affordable, condominium units.

2. **Community Reinvestment Agreement:** The Applicant must meet all obligations set in the Participation Agreement by and between the Millcreek Community Investment Agency, as depicted in Exhibit C.

3. **Ownership.** Prior to the City issuing a final Site Plan/Conditional Use Permit approval, the Developer shall obtain preliminary subdivision approval from the Planning Commission.

    - The Developer shall record a final subdivision plat within one year of the date of Site Plan/Conditional Use Permit approval to create individual lots for each of the fourteen (23) units.

    - To ensure owner occupancy for each of the twenty-three units, the Developer shall, prior to issuance of any building permits with respect to the Project, record a subdivision plat to create twenty-tree (23) condominium units, common areas, property line alignments, right of way dedication (if any) and all easements for access, utilities, shared parking, shared open space, etc., along with a restrictive use agreement with the office of the Salt Lake County Recorder, including language as set forth in item **No. 9 of Exhibit "B"** attached hereto and a Notice and Declaration of Deed Restriction in the form attached as Exhibit "D."

    - Notice and Declaration of Deed Restriction shall apply to the twenty-three (23) condominium units.

    - The Notice and Declaration of Deed Restriction shall be recorded concurrently with the subdivision plat.

2. **Height.** The height of the buildings shall be measured from the lowest elevation point of original grade (4408 ft), as depicted in the attached ALTA/NSPS Land Title & Topography Survey, Exhibit C. Height shall be no higher than 65 feet, as depicted in Exhibit C.

3. **Setbacks.** The minimum building setbacks shall be according to MKZ 18.47 (CCOZ), and as depicted in Exhibit C.

4. **Parking.** The Project shall have at least 23 resident parking stalls, which shall be contained within the parking garage, located on the ground floor of the proposed building, as well as four (4) stalls for guest parking. The breakdown of parking stalls is the following, as depicted in Exhibit C:

    - 17 standard parking stalls (1 out of 17 will be an EV stall)
    - 1 accessible parking stall (1 out of 17 will be an EV stall)
    - 5 compact parking stalls (1 out of 17 will be an EV stall)
    - 2 on-street guest-parking stalls (as per 1285 E Villa Vista Avenue's prescribed cross-sections)

- At least 2 additional on-street guest parking stalls, constructed by Developer within the right-of-way along the frontage of 1291 East Villa Vista Avenue, as angled parking depicted conceptually in Exhibit C. Street improvements must meet adopted engineering standards and shall conform with the streetscape design for neighborhood streets as depicted in Figure 18.47.7and Table 18.47-8, Section 18.47.060 of the Millcreek Code .

5. **Materials.** The building's facades shall consist of high-quality, durable, low-maintenance materials (e.g., composite siding and trellises, brick, stone, stucco, glass, and metal) in accordance with the City Center Overlay Zone (CCOZ) ordinance. The materials and windows shall be arranged according to the elevation sheets, as depicted in Exhibit C.

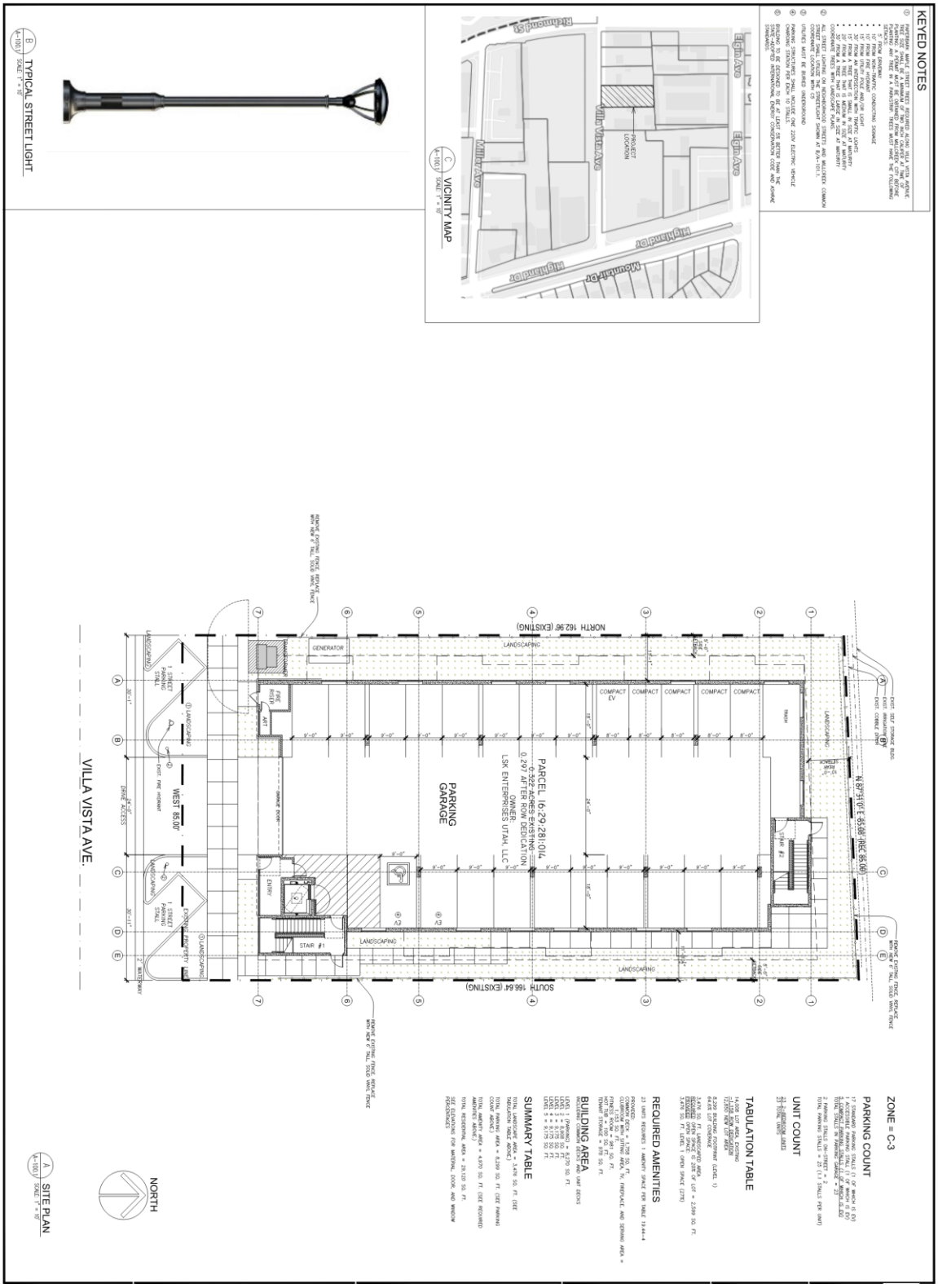
6. **Landscaping.** Landscaping shall comply with the requirements of MKZ 18.64 (Landscape standards) and the Millcreek City Center Urban Forestry Standard. Landscaping materials shall include native or endemic groundcover. Turf grass is prohibited for use as a ground cover.

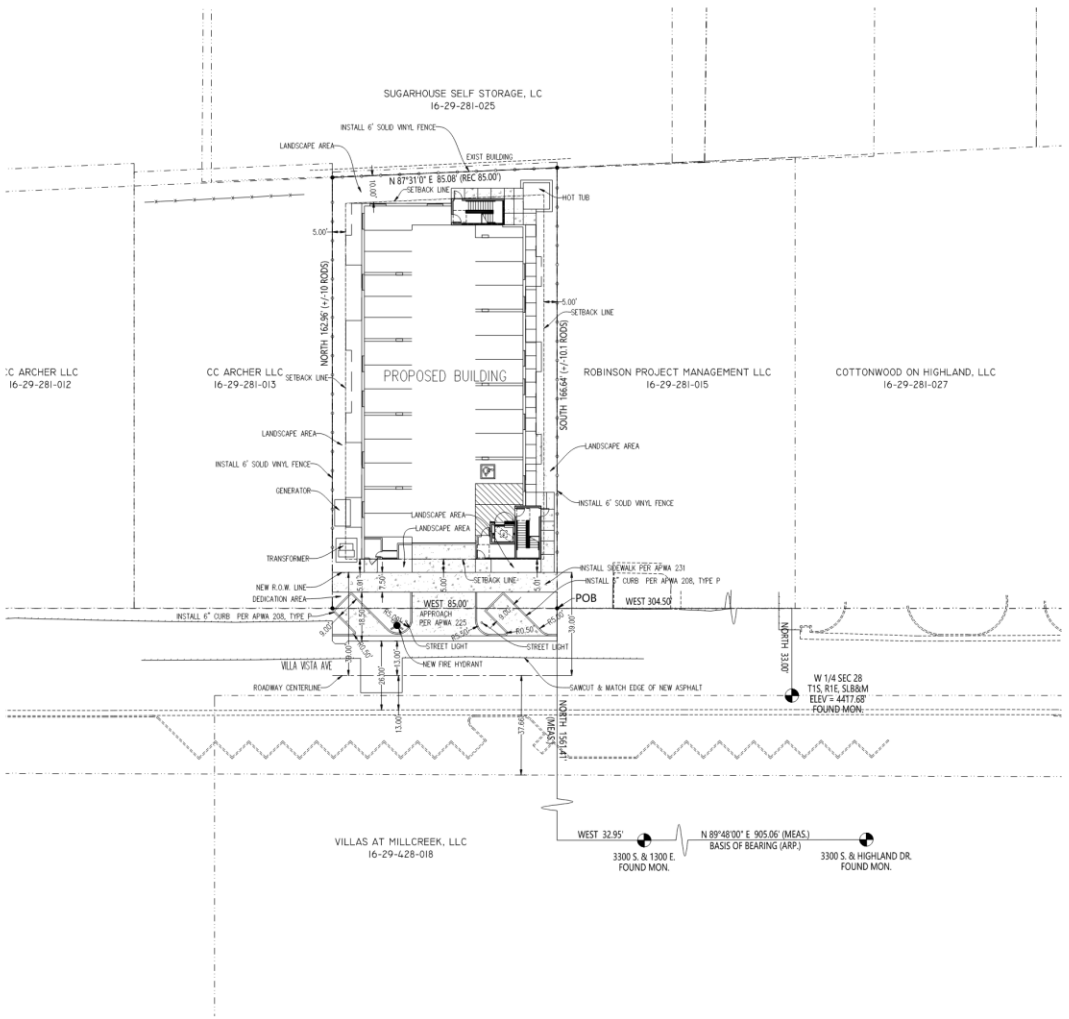
7. **Right-of-way improvements.** The Developer shall provide a ten-foot (10') wide public easement parallel to and abutting the Villa Vista right-of-way. Additionally, The Developer shall install frontage improvement to the abutting right of way (including but not limited to plaza, curb, gutter, sidewalk, landscaped park strip, asphalt, and utilities), as depicted in Exhibit C.

8. **Streetscape and Dedication.** The streetscape along 1285 E and 1291 E Villa Vista Ave shall be installed as depicted in Exhibit C, following the cross sections recommended by the Engineering Department and the streetscape design for neighborhood streets as depicted in Figure 18.47.7and Table 18.47-8, Section 18.47.060 of the Millcreek Code .

9. **Restrictive-Use Agreement**. The Developer shall include the language set by the Utah Housing Corporation, as depicted in Exhibit D, in a declaration of covenants, conditions, and restrictions (CC&Rs) against the Property, which is to be recorded by the Developer at the time of recording a subdivision plat and shall apply to each of all of the Twenty-three (23) condominium units:

Exhibit C


KEYED NOTES
TYPICAL STREET LIGHT
VICINITY MAP
Richmond St
8th Ave
9th Ave
10th Ave
Highland Dr
Mountain Dr
PROPERTY LOCATION
SITE PLAN
NORTH
VILLA VISTA AVE.
NORTH 162.98' (EXISTING)
SOUTH 166.64' (EXISTING)
PARCEL 16:29:281:014
0.297 ACRES
PARKING GARAGE
WEST 85.00'
ZONE = C-3
PARKING COUNT
UNIT COUNT
TABULATION TABLE
REQUIRED AMENITIES
BUILDING AREA
SUMMARY TABLE



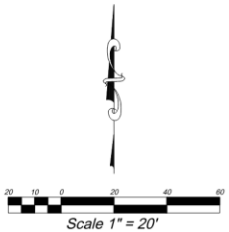
BOUNDARY DESCRIPTION

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Jake Green. Contact by phone 801-560-6393 or email at jgreen@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.



GENERAL NOTES

1. ZONE=C-3
2. PARCEL: 16:29:281:014
3. REQUIRED LOT COVERAGE: MAX:80%, MIN:50%, PROVIDED: 64.4%
4. PROPOSED BUILDING SQUARE FOOTAGE INCLUDING COMMON DECKS AND UNIT DECKS.
   LEVEL 1 (PARKING) = 8,270 S.F.
   LEVEL 2 = 8,908 S.F.
   LEVEL 3 = 9,175 S.F.
   LEVEL 4 = 9,175 S.F.
   LEVEL 5 = 9,175 S.F.
5. PARKING REQUIREMENTS:
   23 STALLS REQUIRED/PROVIDED IN PARKING GARAGE (1) OF WHICH IS VAN ACCESSIBLE.
   6 GUEST PARKING REQUIRED.
   2 STALLS ON-STREET IN FRONT OF BUILDING
   4 ADDITIONAL GUEST PARKING WILL BE PROVIDED BY AGREEMENT ON AN ADJACENT PROPERTY.
6. UNIT COUNT
   (23) 2-BEDROOM, 2 BATH UNITS.
7. REQUIRED AMENITIES
   23 BEDROOMS REQUIRE 1 AMENITY SPACE PER TABLE 19.44-4

   PROVIDED:
   COMMON DECK = 1,751 S.F.
   CLUBROOM WITH SITTING AREA, TV, FIREPLACE, AND SERVING AREA = 1,362 S.F.
   FITNESS ROOM = 991 S.F.
   HOT TUB = 100 S.F.

8. STREET LIGHTING – SEE UTILITY PLAN FOR LIGHTPOLE LOCATIONS AND SEE DETAIL SHEETS FOR DETAIL.
9. THE SUBJECT PROPERTY HAS EXISTING STRUCTURES THAT WILL BE REMOVED.
10. THE EXISTING FENCES SURROUNDING THE PROPERTY WILL BE REPLACED.
11. THERE ARE NO KNOWN EASEMENTS ON THE PROPERTY.
12. THE PROPOSED PROJECT IS A NEW APARTMENT BUILDING.
13. TRASH WILL BE STORED INSIDE THE BUILDING.
14. APWA STANDARD DETAILS WILL BE USED FOR ALL ROW, T-PATCH, SIDEWALK, CURB & GUTTER, TRENCHING, ETC.

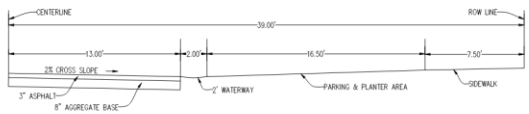
DISCLOSURE NOTE

NO ACTIVE FAULTS ARE MAPPED AS BEING LOCATED ON THE PROPERTY. THE NEAREST SURFACE TRACE OF A MAPPED ACTIVE FAULT IS THAT OF THE WASATCH FAULT, APPROXIMATELY 375 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF THE PROPERTY (UTAH GEOLOGICAL SURVEY, 2021)

LAND USE TABULATIONS

TOTAL AREA:	14,008 S.F. = 0.3216 ACRES		
ROW DEDICATION AREA:	1,158 S.F.		
REMAINING LOT AREA:	12,850 S.F.	=	100%
BUILDING AREA:	8,270 S.F.	=	64.4%
IMPERVIOUS AREA:	1,104 S.F.	=	8.6%
LANDSCAPE AREA:	3,476 SF	=	27.0%

(REQUIRED LANDSCAPE=2,599 SF OR 20%. HAVE 27%)
BUILDING LOT COVERAGE IS 64.4%



VILLA VISTA AVE CROSS-SECTION

SURVEYOR: AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description
1	05/05/26	REVISED PER CITY REVIEW JR. COMMENTS

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

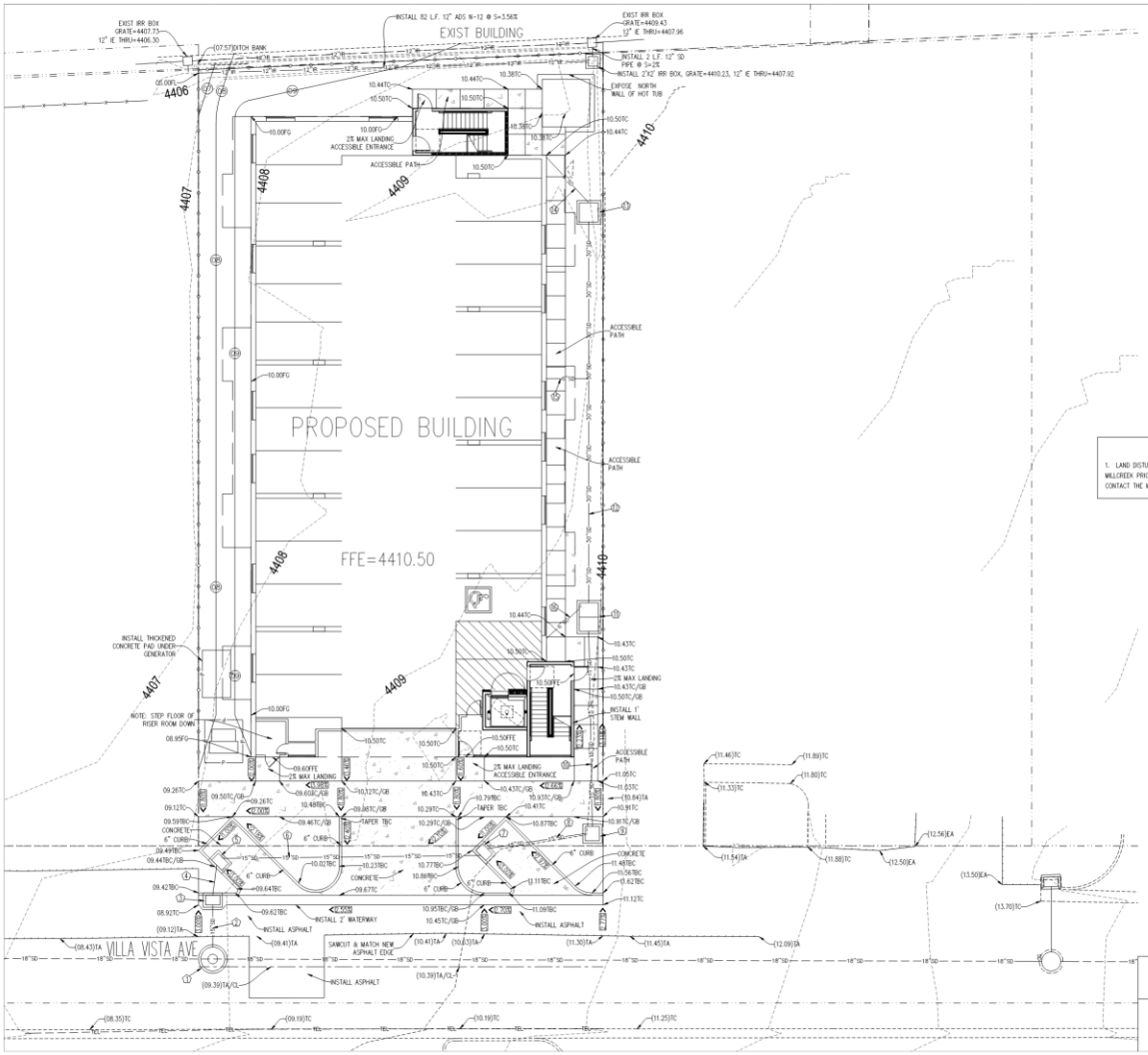
THE RESIDENCES AT MILLCREEK

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by:	D.W.P.
Designed by:	D.W.P.
Checked by:	D.W.P.
Scale:	1"=20'
Date:	12/29/25

SITE PLAN

C3



STORM DRAIN KEYED NOTES

1. INSTALL 5' DIAMETER MANHOLE AND CONNECT TO EXISTING 18" STORM DRAIN LINE. RIM=4409.13, 15" IE IN=4405.02, EXISTING 18" IE THRU=4402.05
2. INSTALL 9 L.F. 15" ADS N-12 @ S=2%
3. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4408.84, 15" IE THRU=4405.20
4. INSTALL 6 L.F. 15" ADS N-12 @ S=0.5%
5. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4408.94, 15" IE THRU=4405.23
6. INSTALL 54 L.F. 15" ADS N-12 @ S=0.5%
7. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4410.27, 15" IE THRU=4405.50
8. INSTALL 21 L.F. 15" ADS N-12 @ S=0.4%
9. INSTALL 2'X3' CATCH BASIN WITH GRATE, GRATE=4410.80, 15" IE THRU=4405.59
10. INSTALL 41 L.F. 15" ADS N-12 @ S=0.4%
11. INSTALL 4'X6" ORFICE/OVERFLOW BOX, GRATE=4410.00, 30" IE IN=4405.76, 6" IE IN=4407.26, 15" IE OUT=4405.76, TOP OF OVERFLOW BAFFLE=4408.50, BAFFLE TO HAVE 2" ORIFICE WITH FLOWLINE AT 4405.76, INSTALL SNOUT TYPE 12" OVER ORIFICE, SEE OVERFLOW DETAIL, BOTTOM OF BOX=4402.00
12. INSTALL 80 L.F. 30" ADS N-12 @ S=0.3%
13. INSTALL 4'X4' CONCRETE BOX WITH GRATE, GRATE=4410.00, 6" IE IN=4407.50, 30" IE OUT=4406.00
14. INSTALL 13 L.F. 6" ADS @ S=1% MIN. AND CONNECT TO CONCRETE BOX ON ONE END AND CONNECT TO ROOF DRAIN DOWNSPOUT AT BUILDING ON THE OTHER.
15. INSTALL 9 L.F. 6" ADS @ S=1% MIN. AND CONNECT TO 30" STORM DRAIN PIPE WITH INSERTA TEE ONE END AND CONNECT TO ROOF DRAIN DOWNSPOUT AT BUILDING ON THE OTHER.
16. INSTALL 9 L.F. 6" ADS @ S=1% MIN. AND CONNECT TO CONCRETE BOX ON ONE END AND CONNECT TO ROOF DRAIN DOWNSPOUT AT BUILDING ON THE OTHER.

FEMA FLOOD ZONE:

FIRM PANEL 49035C0303G ZONE X, EFFECTIVE 09/25/2009.

GRADING NOTE

1. LAND DISTURBANCE AND GRADING PERMIT MUST BE OBTAINED FROM MILLCREEK PRIOR TO DISTURBING ANY VEGETATION OR MOVING ANY SOIL. CONTACT THE MILLCREEK PUBLIC WORKS DEPARTMENT.

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties. It will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Jake Green. Contact by phone 801-560-6393 or email at jgreen@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

Scale 1" = 10'

GRADING LEGEND

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
EA	EDGE OF ASPHALT
RIM	RIM ELEVATION
FL	FLOWLINE
EG	EXIST GROUND
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
IE	INVERT ELEVATION
	DIRECTION OF DRAINAGE
(00.00)TC	EXISTING ELEVATION
00.00TC	PROPOSED ELEVATION
	EXISTING CONTOUR
	PROPOSED CONTOUR
	STORM DRAIN KEYED NOTE

PROFESSIONAL ENGINEER 5/1/25 No. 270393 DAVID W. PETERSON STATE OF UTAH

SURVEYOR: AZTEC ENGINEERING, 732 N. 780 W. AMERICAN FORK, UT. 84003, aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description
1	05/01/25	REVISED PER CITY REVIEW @ COMMENTS

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504, david@excelcivil.com

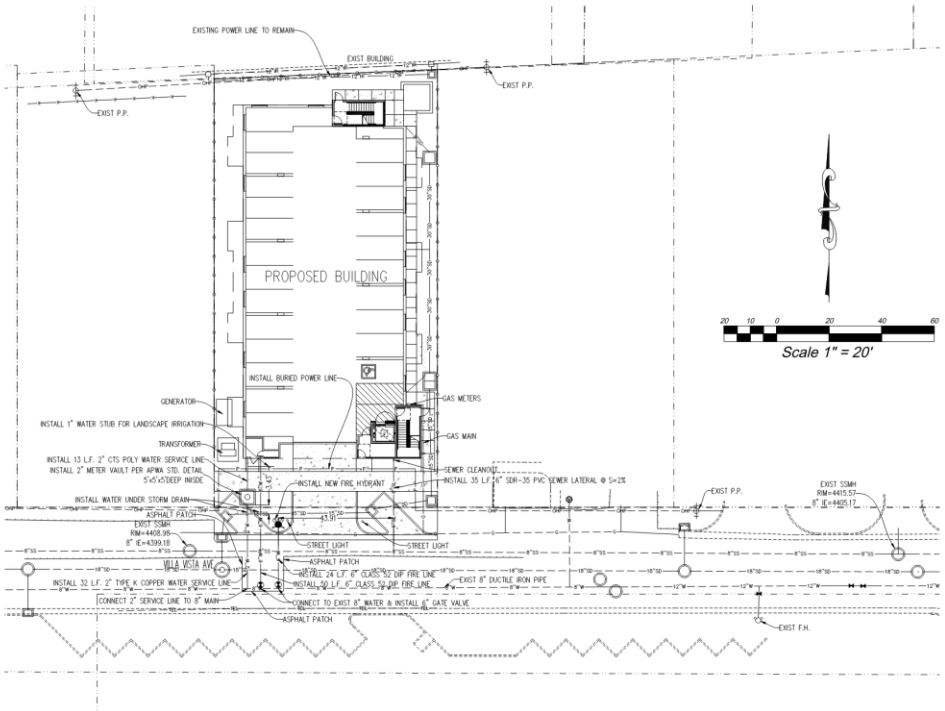
THE RESIDENCES AT MILLCREEK

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

GRADING/DRAINAGE PLAN

Scale: 1"=10'
Date: 12/29/25
C4



SLCPU NOTE:

1. ALL WATER TRENCHING MUST BE SLCDPU STANDARD PRACTICE NO. 1. SEE DETAIL SHEET C9.
2. SEE SHEET C8 FOR OTHER SALT LAKE CITY PUBLIC UTILITY NOTES

MT. OLYMPUS IMPROVEMENT DISTRICT NOTES:

1. OLD SEWER LATERAL(S) MUST E CAPPED OFF WITH A DISTRICT INSPECTOR PRESENT BEFORE ANY ADDITIONAL PERMITS WILL BE ISSUED ON THE PROJECT. CALL (801) 262-2904 AND PRESS OPTION 2 TO SCHEDULE CAP OFF INSPECTION.
2. EXCAVATING CONTRACTOR TO CONTACT THE DISTRICT 2-3 WEEKS BEFORE THE START OF WORK FOR PERMITTING, BONDING, AND THE PAYMENT OF FEES. CONTACT THE DISTRICT ENGINEER AT (801) 513-1080.

UTILITY NOTE:

1. POWER COMPANY, GAS COMPANY AND COMMUNICATION COMPANIES ARE RESPONSIBLE FOR SUBMITTING DESIGN PLANS AS REQUIRED BY TITLE 14 CHAPTER 32 OF THE REVISED ORDINANCES OF SALT LAKE CITY FOR ALL PROPOSED WORK FOR THEIR RESPECTIVE UTILITY LINES FOR THIS PROJECT IN OR ADJACENT TO THE CITY ROW OR A PUBLIC UTILITIES ROW. PLAN REVIEWS ARE REQUIRED BY THE SLCDPU UTILITY COORDINATOR AND THE CITY ENGINEERING PUBLIC WAY PERMIT PLAN EXAMINER.

STORM DRAIN DESIGN:

SEE GRADING SHEET FOR STORM DRAIN DESIGN.

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Katie Bosko at kbosko@millcreekut.gov with questions.
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4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

UTILITY LEGEND

- FIRE HYDRANT
- SIDEWALK/CONCRETE
- 8"W — CULINARY WATER PVC C-900
- 8"SS — SEWER PIPE PVC SDR-35
- 15"SD — STORM DRAIN PIPE ADS
- EDGE OF ASPHALT
- X — EXIST FENCE
- NEW FENCE
- OVERHEAD POWER LINE
- P — BURIED POWER LINE
- TV — TELEVISION LINE
- TD — TELEPHONE LINE
- G — GAS LINE

REGISTERED PROFESSIONAL ENGINEER
5/1/26
No. 270393
DAVID W. PETERSON
STATE OF UTAH

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description
1	05/01/26	REVISED PER CITY REVIEW @ COMMENTS

Developer: Russell Sorensen
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12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

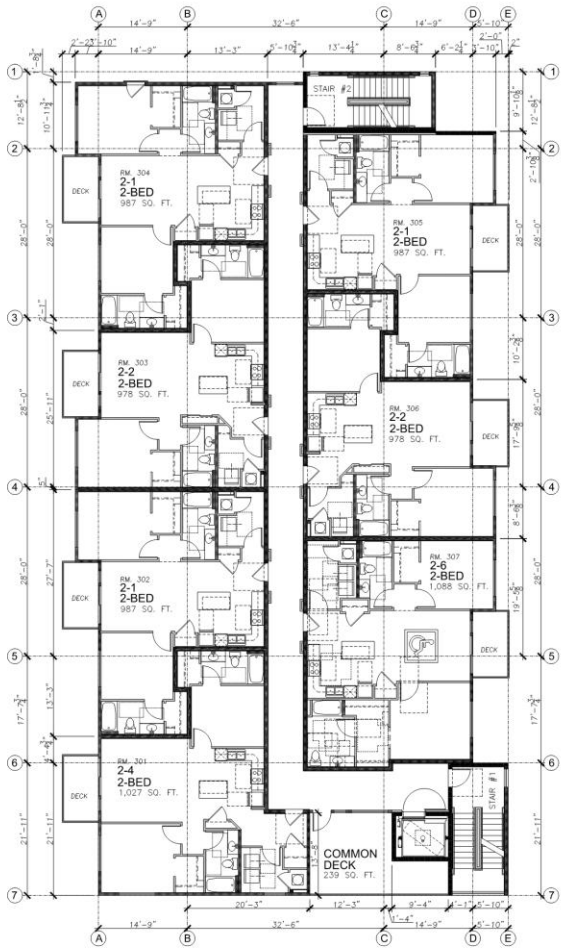
THE RESIDENCES AT MILLCREEK

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

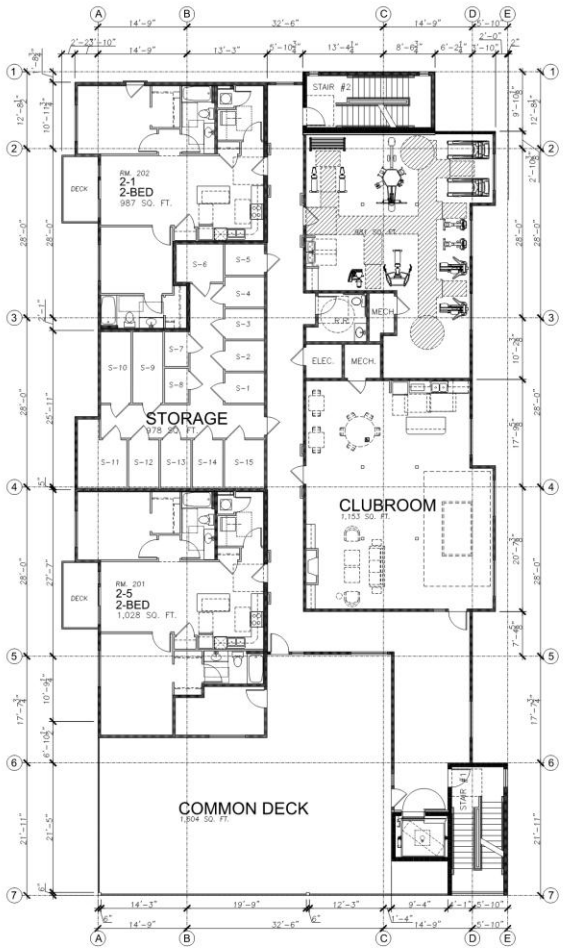
UTILITY PLAN

Scale: 1"=20'
Date: 12/29/25
C5



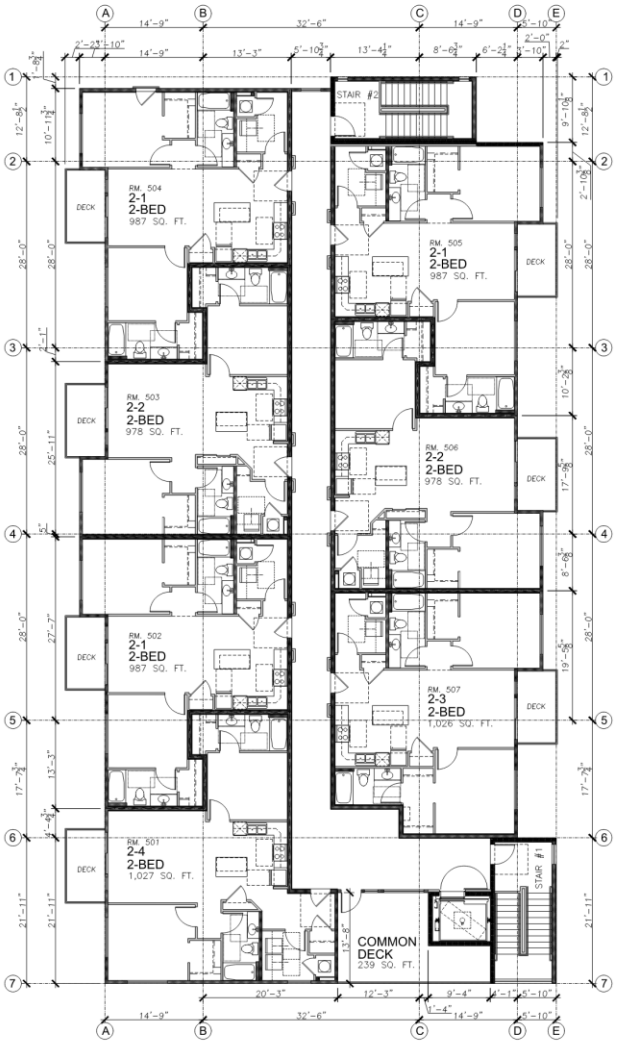
B A-101.1 FLOOR PLAN - LEVEL 3
SCALE: 1/8" = 1'-0"

NORTH



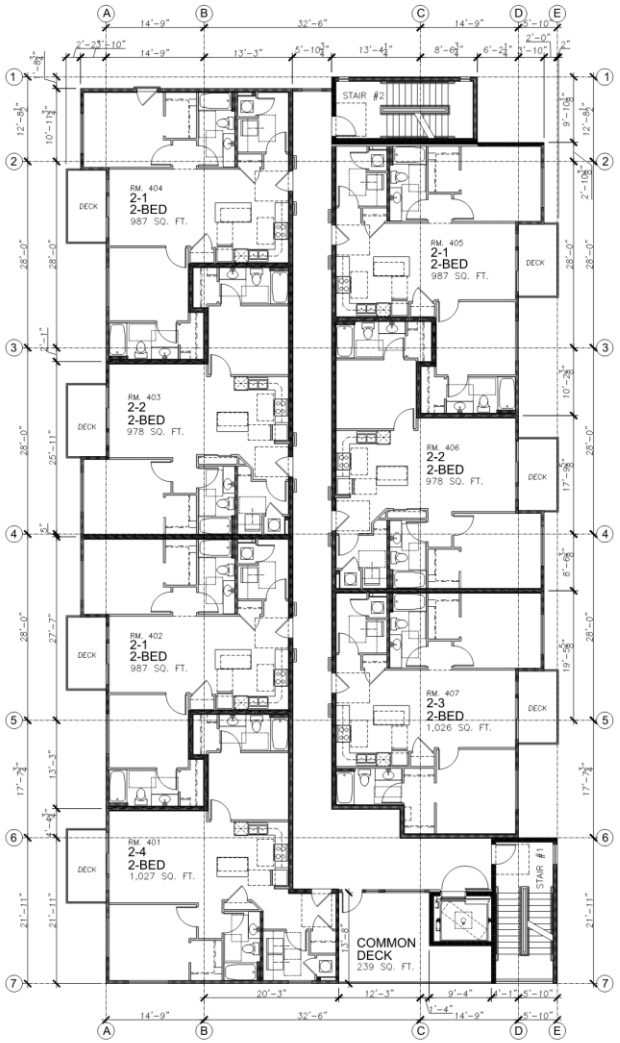
A A-101.1 FLOOR PLAN - LEVEL 2
SCALE: 1/8" = 1'-0"

NORTH



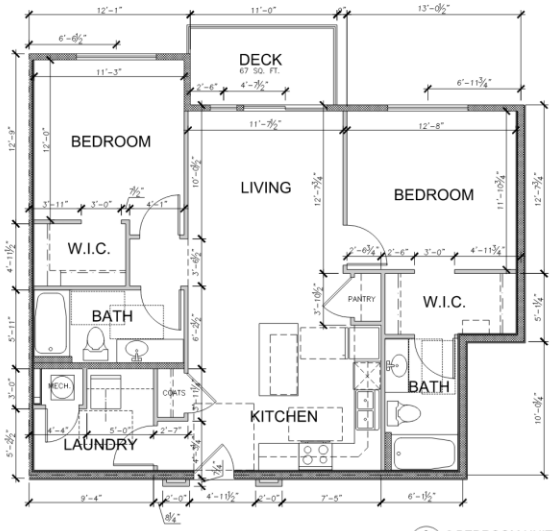
B A-101.2 FLOOR PLAN - LEVEL 5
SCALE: 1/8" = 1'-0"

NORTH

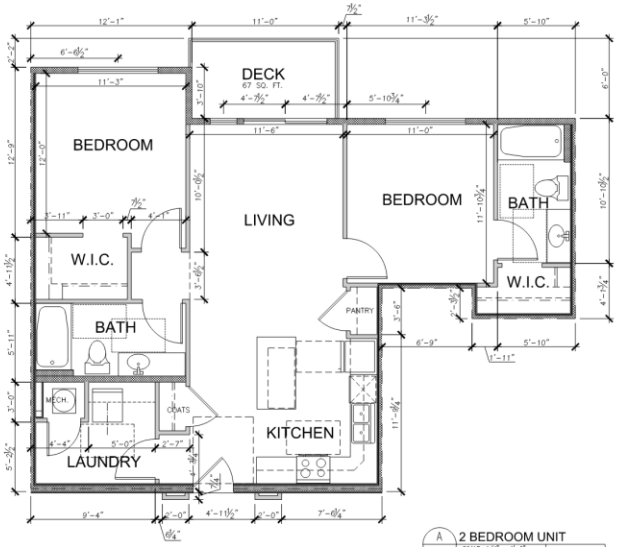


A A-101.2 FLOOR PLAN - LEVEL 4
SCALE: 1/8" = 1'-0"

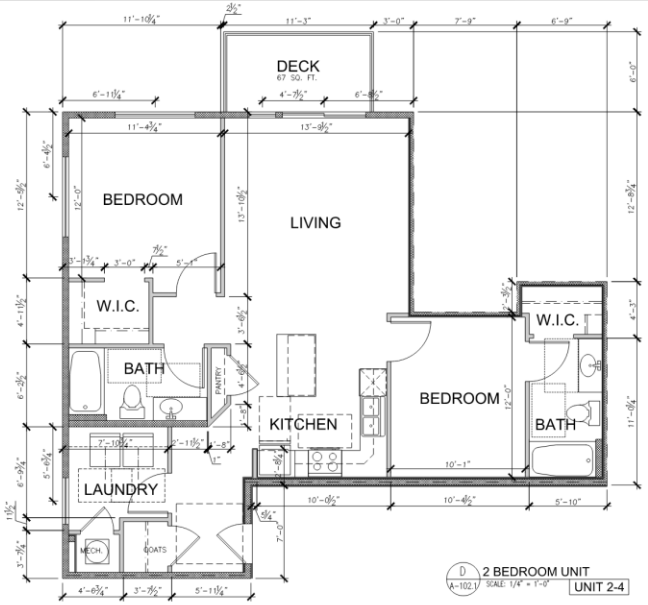
NORTH



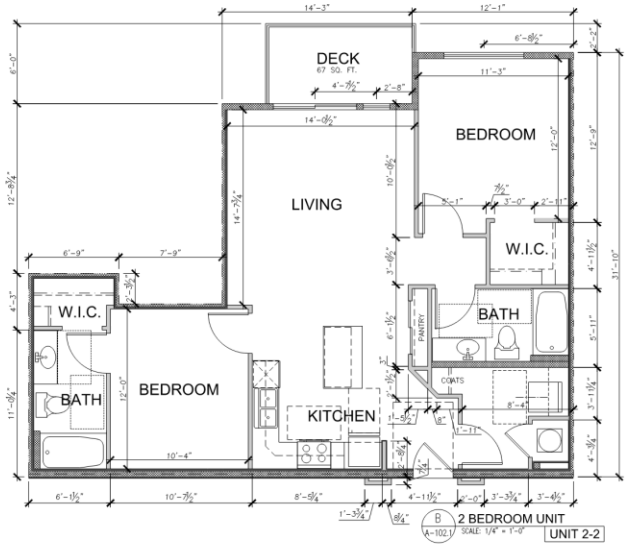
C A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-3



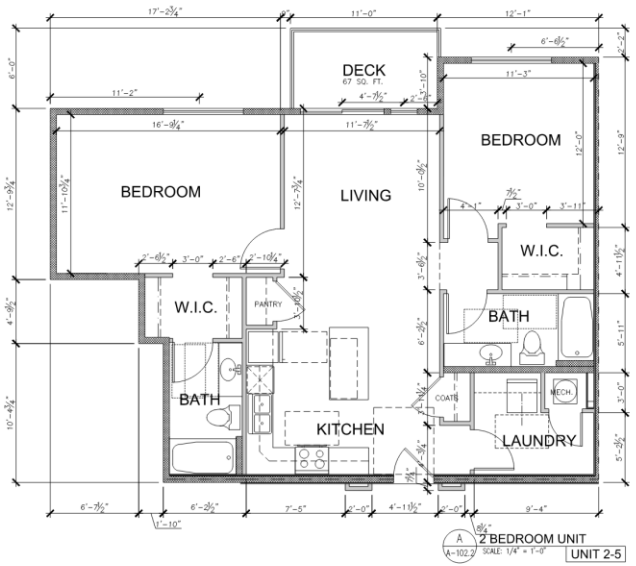
A A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-1



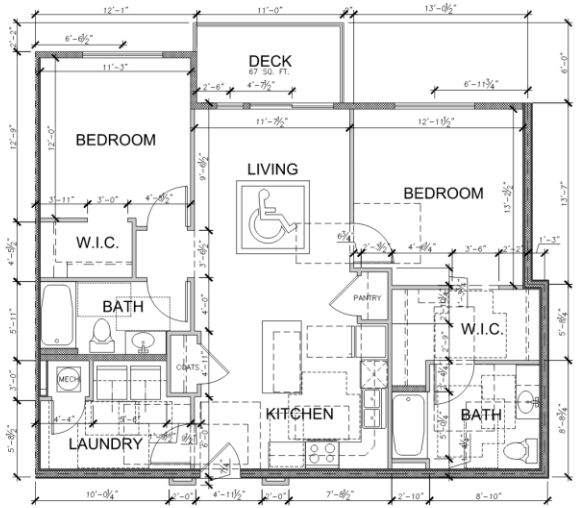
D A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-4



B A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-2



A
A-102.2
2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-5

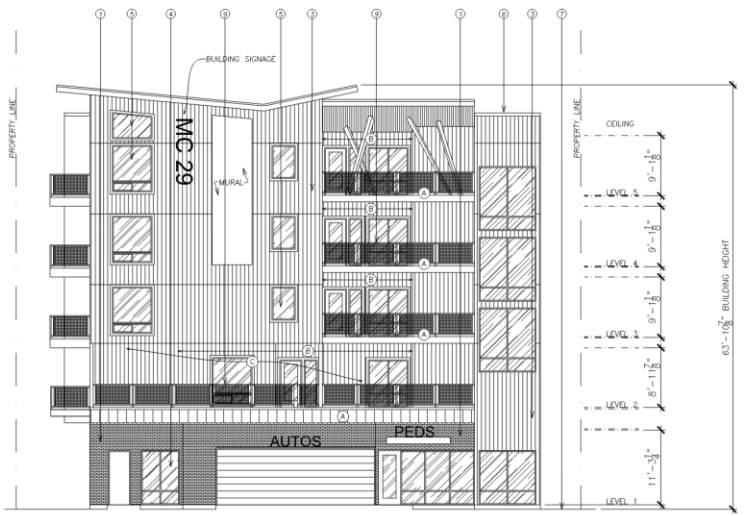


B
A-102.2
2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-6

LEGEND

1. BRICK VENEER
2. STANDING SEAM METAL
3. 7.2 METAL PANEL SIDING
4. ALUMINUM STOREFRONT GLAZING SYSTEM
5. VINYL WINDOW
6. GALVANIZED SLOPED METAL CAP FLASHING WITH DRIP EDGE.
7. FINISH GRADE PER CIVIL DRAWINGS
8. EXPOSED CONCRETE
9. 42" TALL POWDER COATED RAILINGS

DESIGN FEATURES:
(A) VISUAL BREAKS ALONG THE STREET-FACING FACADE SUCH AS HORIZONTAL ARTICULATION IN THE PLANE OF THE FACADE BY AT LEAST TWO FEET.
(B) INDENTATIONS/RECESSES AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES AT 100-FOOT INTERVALS.
(C) USABLE TERRACES (A LARGER BALCONY INTENDED AS A PRIVATE RESIDENT LEISURE SPACE) AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES.



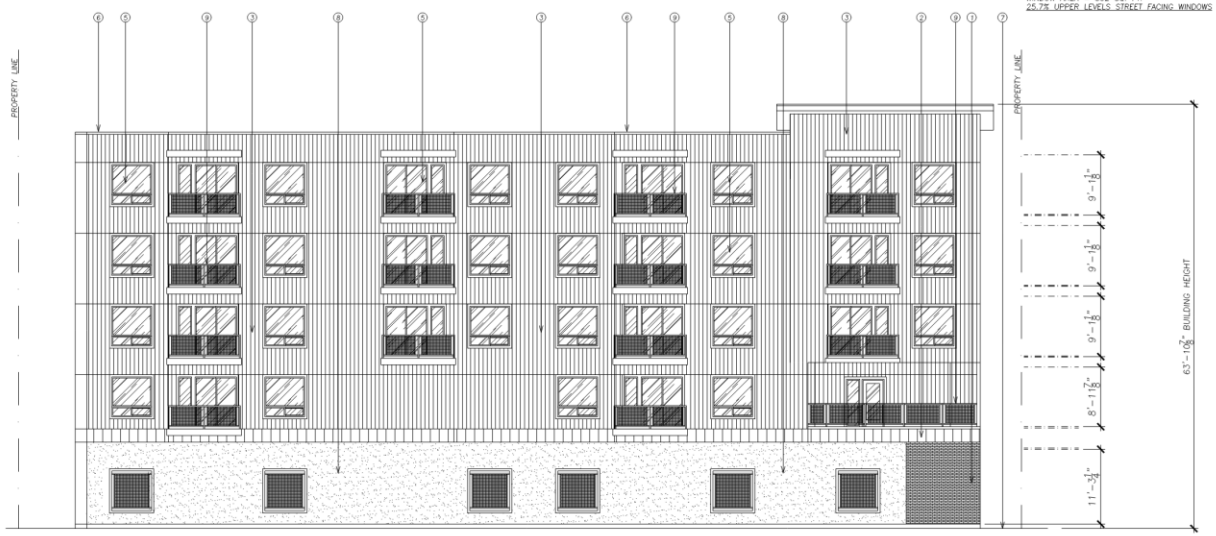
SOUTH ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,257 SQ. FT. (35.9%)
7.2 METAL PANEL SIDING = 1,822 SQ. FT. (52.1%)
BRICK = 304 SQ. FT. (8.7%)
STANDING SEAM METAL = 116 SQ. FT. (3.3%)
TOTAL = 3,499 SQ FT.

A SOUTH ELEVATION
A-201 SCALE: 1/8" = 1'-0"

LEVEL 1 MATERIAL AREA
BRICK = 86% LEVEL 1 EXCLUDING DOORS AND WINDOWS

LEVEL 1 WINDOW AREA
FACADE AREA (SOUTH FACING) = 882 SQ. FT.
TOTAL SOUTH FACING OPENINGS (WINDOWS AND DOORS) = 455 SQ. FT.
51.6% LEVEL 1 STREET FACING WINDOWS

UPPER LEVELS WINDOW AREA
FACADE AREA = 3,126 SQ. FT.
WINDOW AREA = 802 SQ. FT.
25.7% UPPER LEVELS STREET FACING WINDOWS

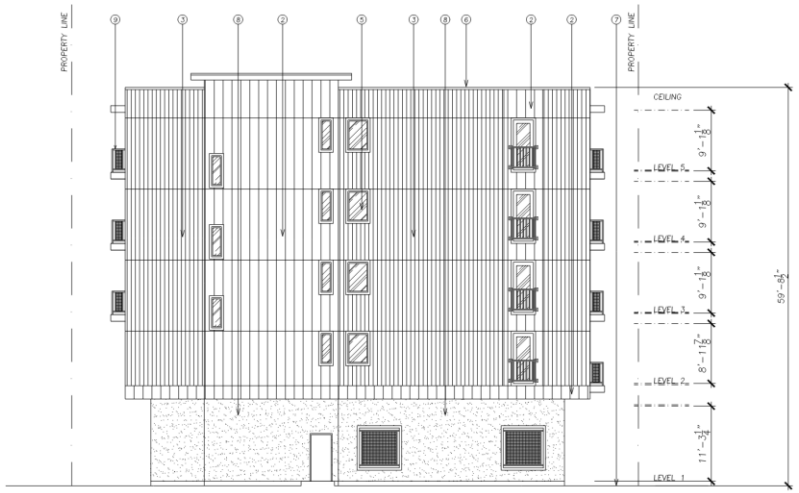


WEST ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,625 SQ. FT. (23.6%)
7.2 METAL PANEL SIDING = 3,607 SQ. FT. (52.3%)
EXPOSED CONCRETE = 1,255 SQ. FT. (18.2%)
BRICK = 138 SQ. FT. (2.0%)
STANDING SEAM METAL = 269 SQ. FT. (3.9%)
TOTAL = 6,894 SQ FT.

B WEST ELEVATION
A-201 SCALE: 1/8" = 1'-0"

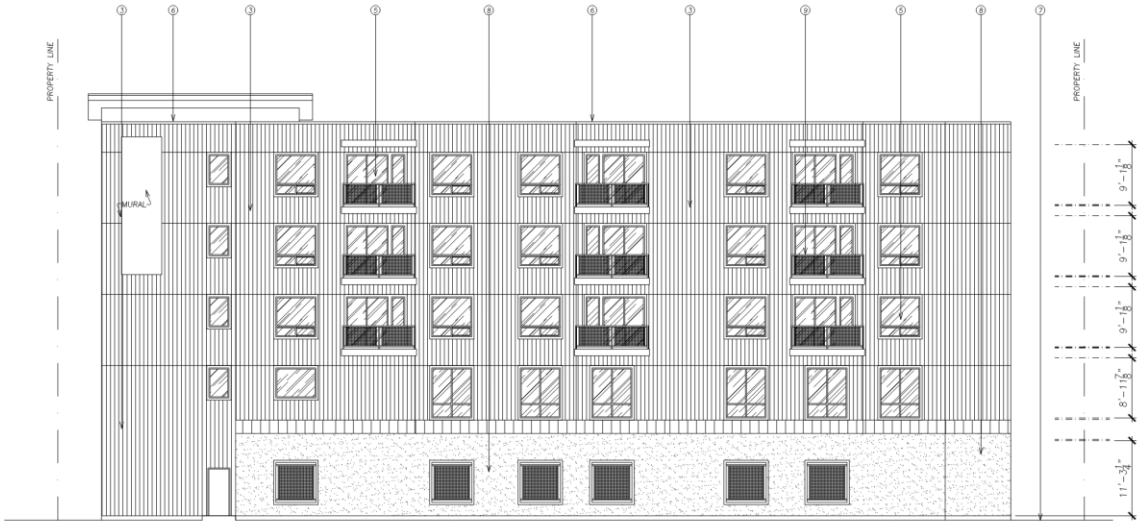
LEGEND

1. BRICK VENEER
2. STANDING SEAM METAL
3. 7.2 METAL PANEL SIDING
4. ALUMINUM STOREFRONT GLAZING SYSTEM
5. VINYL WINDOW
6. GALVANIZED SLOPED METAL CAP FLASHING WITH DRIP EDGE.
7. FINISH GRADE PER CIVIL DRAWINGS
8. EXPOSED CONCRETE
9. 42" TALL POWDER COATED RAILINGS



NORTH ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 214 SQ. FT. (5.6%)
7.2 METAL PANEL SIDING = 1,866 SQ. FT. (48.5%)
EXPOSED CONCRETE = 652 SQ. FT. (16.9%)
STANDING SEAM METAL = 1,117 SQ. FT. (29%)
TOTAL = 3,849 SQ FT.

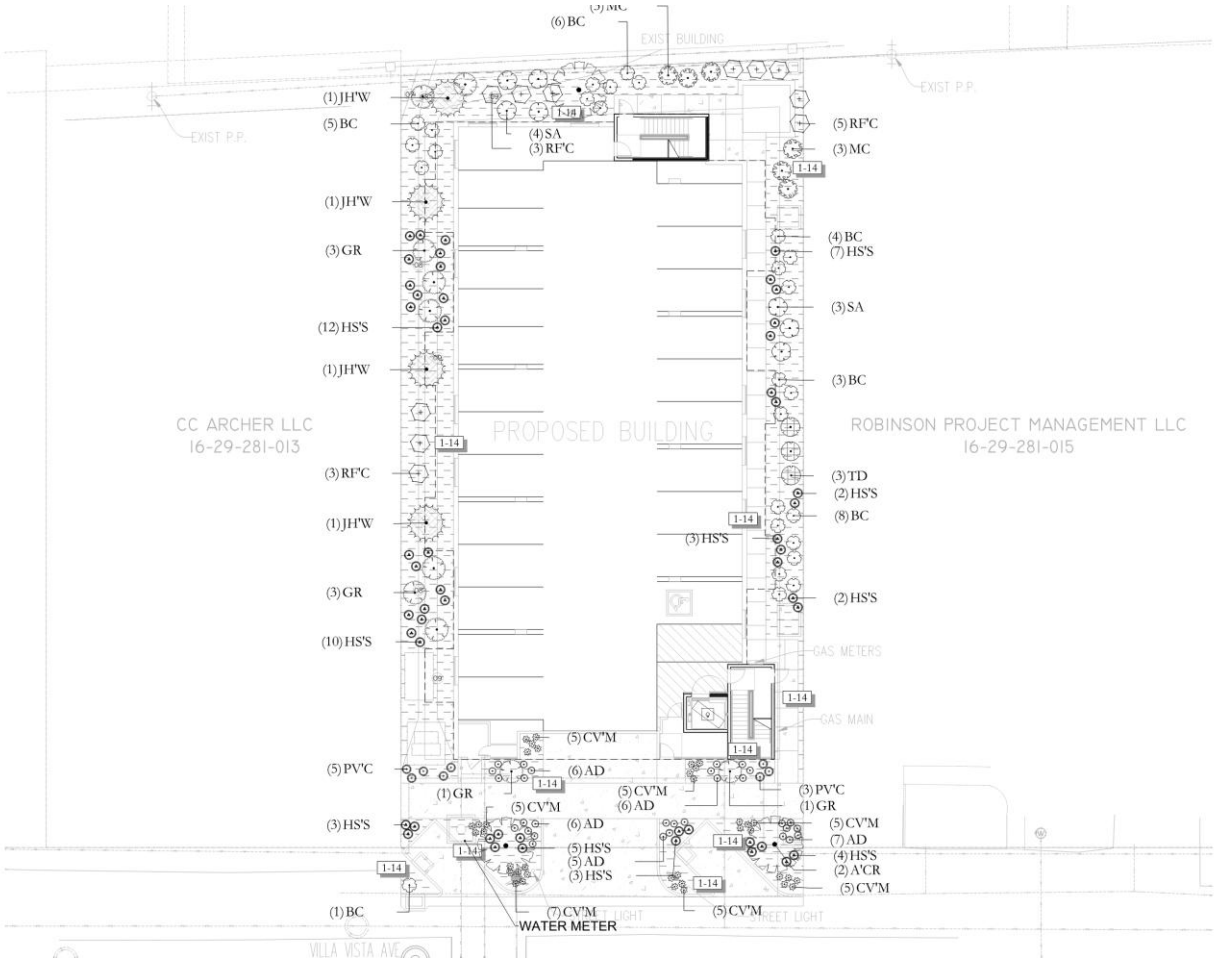
A / A-201.2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,425 SQ. FT. (20.2%)
7.2 METAL PANEL SIDING = 4,216 SQ. FT. (59.9%)
EXPOSED CONCRETE = 1,166 SQ. FT. (16.6%)
STANDING SEAM METAL = 232 SQ. FT. (3.3%)
TOTAL = 7,039 SQ FT.

B / A-201.2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

(3) MC
(6) BC
EXIST. BUILDING
EXIST P.P.
EXIST P.P.
(1) JH'W
(5) BC
(4) SA
(3) RF'C
(5) RF'C
(3) MC
1-14
(1) JH'W
(3) GR
(12) HS'S
(1) JH'W
(4) BC
(7) HS'S
(3) SA
(3) BC
CC ARCHER LLC
16-29-281-013
PROPOSED BUILDING
ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015
(3) RF'C
(1) JH'W
(3) GR
(10) HS'S
(3) TD
(2) HS'S
(8) BC
(3) HS'S
(2) HS'S
GAS METERS
GAS MAIN
(5) PV'C
(1) GR
(6) AD
(5) CV'M
(3) HS'S
(5) HS'S
(5) AD
(3) HS'S
(7) CV'M
WATER METER
(5) CV'M
(3) PV'C
(1) GR
(5) CV'M
(7) AD
(4) HS'S
(2) A'CR
(5) CV'M
(1) BC
VILLA VISTA AVE

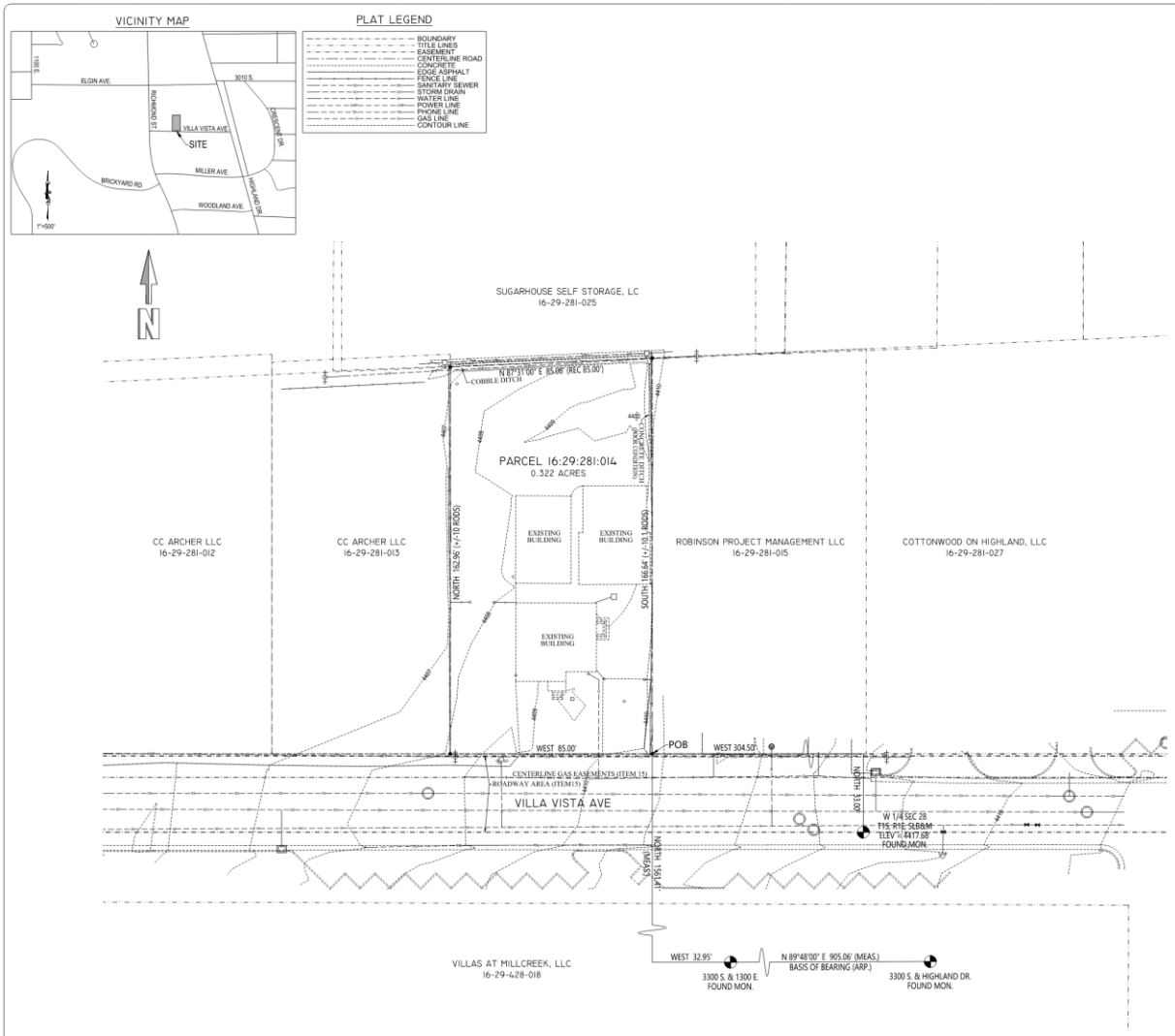


PLANT MATERIALS

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
DECIDUOUS TREES					
	ACR	3	Acer griseum 'JFS-KW22AGRT Copper Rocket Copper Rocket™ Paperbark Maple 25'x12', moderate water; sun to part shade; z4	B & B	2"Cal
	GR	10	Ginkgo biloba 'Grindstone' Grindstone Maidenhair Tree TD2	B & B	2"Cal
SYMBOL	**CODE**	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	
DECIDUOUS SHRUBS					
	BC	27	Berberis thunbergii 'Crimson Pygmy' Crimson Pygmy Japanese Barberry SD3	5 gal	
	RFC	11	Rhamnus frangula 'Columnaris' Tall Hedge Buckthorn SD3 moderate; 15x4; sun; z2; Utah Lake water tolerant	5 gal	
	SA	7	Symphoricarpos albus Common Snowberry SD3	5 gal	
EVERGREEN SHRUBS					
	JH'W	4	Juniperus horizontalis 'Wiltonii' Blue Rug Juniper 8" x 8', low water; sun; GV1 z3; Utah Lake water tolerant	5 gal	
	MC	6	Mahonia aquifolium 'Compacta' Compact Oregon Grape GV1	5 gal	
	TD	3	Taxus x media 'Densiformis' Dense Anglo-Japanese Yew SE3	5 gal	
GRASSES					
	HS'S	52	Helictotrichon sempervirens 'Sapphire' Blue Oat Grass Tw1; 4x2, AV 3; sun to part shade; z4; Utah Lake water tolerant	1 gal	
	PV'C	8	Panicum virgatum PRAIRIE WINDS 'Cheyenne Sky' Cheyenne Sky Switch Grass Tw2; 3x2; AV 3; sun; z4; Utah Lake water tolerant	1 gal	
PERENNIALS					
	AD	30	Aracylas deptessus Altas Daisy P2	1 gal	
	CV'M	37	Coreopsis verticillata 'Moonbeam' Moonbeam Tickseed P3 moderate; 1.5 x 1.5; sun; z3; Utah Lake water tolerant	1 gal	

SITE MATERIALS

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	LS1	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP.101.	3,819 sf



RECORD DESCRIPTION

Beginning 33 feet North and 304.5 feet West of the Southeast corner of the Northeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, thence running West 85 feet; thence North 10 rods; more or less, to the North line of Severin Nielsen Estate Lane; thence North 87 degrees 30' East 85 feet to a point due North of the beginning; thence South 10.1 rods, more or less, to the place of beginning.

AS-SURVEYED DESCRIPTION

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

SURVEYOR'S NARRATIVE

The Basis of Bearing for this survey is North 89°48'00" East along monument line in 3300 South Street from the monument in the intersection of 1300 East to the monument in the intersection of Highland Drive. Titles in the area tie to the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, some with double ties to the monument line in 3300 South Street. All three monuments were located as shown on county tie sheets. A double tie showing measured distances (Meas.) has been shown to tie the Benchmark to the Basis of Bearing.
The purpose of this survey was to determine an overall boundary and locate existing improvements to facilitate the design of future improvements. The warranty deed for the subject parcel recorded in June of 2024 (Entry 14257461) was used to establish the boundary as the more recent quick claim deed (Entry 14306802) ties incorrectly to the section corner. The northerly boundary was adjusted to follow the southerly boundary of the Elgin Orchard Subdivision.

ALTA / NSPS TABLE "A"

3 - Flood Zone Classification FEMA FIRM panel 49035C0303G effective Sept. 25, 2009.
Zone X - outside 0.2% annual chance floodplain
4 - Gross Land Area Total area = 0.322 acres.
5 - Vertical relief Ground survey. W Qtr Cor. Sec. 28 = 4417.68'
6a - Current Zoning Classification C - Commercial
8 - Substantial visible improvements See map.
9 - Parking areas No marked stalls on site.
10 - Party walls No party walls on site.
11 - Location of utilities, visible & marked Utilities were located based on visible structures and other visible evidences. No guarantee is given that additional utilities do not exist on the site which are not visible or marked on the ground.
13 - Names of adjoining owners See map
17 - Street construction/changes in alignment None found

COMMITMENT FOR TITLE INSURANCE

A Commitment for title insurance #14188, issued by Artisan Title Insurance Agency, dated June 14, 2024.

Schedule B-II:

Item 1	Unrecorded taxes - Surveyor makes no comment (N/C).
Item 2	Unrecorded facts - None found.
Item 3	Unrecorded easements - None found.
Item 4	Boundary discrepancies - Boundary has been adjusted to remove overlap with the northerly subdivision. Said adjusted boundary falls close to the boundary maps used in the gas easements in Item 15.
Item 5	Unpatented mining claim, water rights - N/C
Item 6	Unrecorded liens - N/C
Item 7	Post commitment title defects - N/C
Item 8	Taxes - N/C
Item 9	Improvement District charges - N/C
Item 10	Service district charges - N/C
Item 11	Entry 12767700 - Included in Millcreek Community Reinvestment Agency
Item 12	Entry 12981249 - Included in Millcreek Community Reinvestment Project Area
Item 13	Mineral Rights - N/C
Item 14	Right of way easement (Book C Page 628) not found. By recording date, assumed to be definition of Villa Vista Lane (originally Gunn Ave) which definition was used in easement in Item 15 and located south of the property.
Item 15	Entries 849564, 849565, 849566, 849567 - Gas line easement within Villa Vista Lane. Does not enter the subject parcel.
Item 16	Entry 896115 - Gas line easement not found. Assumed to follow easements in Item 15 as their recording date was a year earlier.
Item 17	Concrete Ditch - See map for location of concrete/cobble ditch
Item 18	Entry 13074469 - Address change affidavit - Gunn Ave became Villa Vista Ave
Item 19	ALTA Table A Items - See Table A
Item 20	Power pole/line easement - No easement shown for overhead power line. No power poles on the subject property. Poles are in roadway or adjacent parcels.
Item 21	Unrecorded leases - N/C
Item 22	Entry 14186503 - Trust Deed - N/C

SURVEYOR'S CERTIFICATION

To LSK Enterprises Utah, LLC a Utah limited liability company; Thorondor, LLC a Utah limited liability company; Tequesta Capital Partners, LLC a Utah limited liability company; 6492 SB Holdings, LLC a Indiana limited liability company; Artisan Title Insurance Agency; and Fidelity National Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 3, 4, 5, 6a, 8, 9, 10, 11, 13, and 17 of Table A thereof. The field work was completed in November 2024.

PROFESSIONAL LAND SURVEYOR
No. 6419780
AARON D. THOMAS
07/31/25
STATE OF UTAH

SHEET: 1 OF 1
DATE: 1/13/26
SCALE: 1"=20'

SURVEYOR: AZTEC CONSULTANTS, INC. 352 E. 700 W. AMERICAN FORK, UT. 84003 (801) 756-0309 www.aztecconsultants.com

ENGINEER: EXCEL ENGINEERING 174 W. 800 N., Orem, UT 84057 (801) 763-0600

LSK ENTERPRISES PARCEL
ALTA / NSPS LAND TITLE SURVEY

LOCATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SLB&M
1265 E. VILLA VISTA AVE MILLCREEK, UTAH

Scale 1" = 20'

INSTALL 6' SOLID VINYL FENCE
EXIST IRR BOX
GRATE=4407.73
12" IE THRU=4406.30
RIM 07.73'
FL 06.30'
RIM 09.43'
FL 07.96'
EXIST IRR BOX
GRATE=4409.43
IE THRU=4407.06
N 87°31'0" E 85.08 (REC 85.00')
HOT TUB
1323
PARCEL 16:29:281:014
0.322 ACRES
CC ARCHER LLC
16-29-281-013
ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015
COTTONWOOD O
16-29-
NORTH 162.96' (+/-10 RODS)
SOUTH 168.64' (+/-10.1 RODS)
INSTALL 6' SOLID VINYL FENCE
GENERATOR
TRANSFORMER
1285
King klick kustom
auto detailing
INSTALL 6' SOLID VINYL FENCE
Maybe 3 new
parking stalls
REMOVE POWER POLE &
BURY POWER ACROSS
FRONT OF PROPERTY
WEST 85.00'
POB
WEST 304.50'
RIM 4408.98'
FL 4399.18'
VILLA VISTA AVE
E Villa Vista Ave
NORTH 33.00'
FL 06.94'
W 1/4 SEC 28
T1S, R1E, SLB&M
ELEV = 4417.68'
FOUND MON.
NORTH 1561.41'
(MEAS.)
Existing driveways.
Reduce West drive
to 12' wide.
Google Maps

PARCEL 16:29:281:014
0.322 ACRES
CC ARCHER LLC
16-29-281-013
ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015
COTTONWOOD ON HIGHLAND, LLC
16-29-281-027
MAYBE 2
PARKING
STALLS
King klick kustom
auto detailing
POB
WEST 85.00'
WEST 304.50'
NORTH 162.36' (+/-10 RODS)
SOUTH 166.64' (+/-10 RODS)
NORTH 1561.41' (MEAS)
NORTH 330.00'
N 87°31'0" E 85.08' (REC 85.00')
VILLA VISTA AVE
E Villa Vista Ave
EXISTING
DRIVEWAYS
W 1/4 SEC 28
T1S, R1E, SLB&M
ELEV = 4417.68'
FOUND MON.
INSTALL 6' SOLID VINYL FENCE
RIM 07.73'
FL 06.30'
RIM 09.43'
FL 07.93'
RIM 4408.98'
FL 4399.18'
FL 06.94'
MH?
FL 01.12'
1323
1285
Google Maps

PARTICIPATION AGREEMENT BY AND BETWEEN THE MILLCREEK COMMUNITY REINVESTMENT AGENCY AND PARTICIPANT FOR THE MC29 PROJECT DEVELOPMENT

This Participation Agreement (the "**Agreement**") is made and entered into as of this ___ day of _____, 2026 (the "**Effective Date**"), by and between the Millcreek Community Reinvestment Agency (the "**Agency**"), a political subdivision of the State of Utah operating under the Utah Community Reinvestment Agency Act (the "**Act**"; § 17C-1-101 *et seq.*) and MC29 Development LLC, a Utah limited liability company (together with its successors and assigns, "**Participant**"). Participant and the Agency may, from time to time, hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Agreement is to carry out the Agency's use of its housing allowance by providing for reimbursements to entice the Participant to develop and construct 23 income-targeted owner-occupied residential condominiums ("**Units")** located at 1285 East Villa Vistas Avenue, which is in the boundaries of the Agency (such Units may also be referred to as the "**Project**"). The purpose is also to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about the Project, including funds the Agency will provide to assist in Participant's development of the Project

1.2. Agreement in the Best Interests of the City and Residents

This Agreement is in the vital and best interests of the Millcreek, Utah (the "**City**"), and the health, safety, and welfare of its residents, and in accord with public purposes. This Agreement is executed pursuant to the Act, specifically Utah Code § 17C-1-412.

1.3. The Agency Boundaries

The Project is located within the Agency's boundaries.

1.4. "Interlocal Agreements"; "Agency Share"; Certain Other Defined Terms

Subject to the terms of various interlocal agreements between the Agency and certain taxing entities (such interlocal agreements that pertain to payments the Agency is entitled to receive based on property tax payments with respect to areas within the Agency and, in the case of some or all of such interlocal agreements, the other property within the Project Area, collectively, "**Interlocal Agreements**", and such taxing entities that are parties to the Interlocal Agreements, the "**Taxing Entities**"), the Agency is entitled to receive, for a period of up to 20 years, a portion of the Tax Increment (as such term is defined in such Interlocal Agreements) from various project areas, a

portion as identified in the various areas budget to be used for the Agency's affordable housing allocation (such payments are defined as the "**Affordable Housing Allocation"**).

1.4.1. "Agency Share"

The term "Agency Share" means the portion of the Agency Share of the housing allocation that is attributable to property taxes generated solely by the Agency paid with respect to real and personal property within the Agency's Budget. For clarity, the Parties acknowledge that (i) the Agency Share "applicable to" or "with respect to" a given Tax Year means the portion of the Agency Share of the housing allocation that is attributable to property taxes assessed and payable with respect to such Tax Year, regardless of when such property taxes are paid and regardless of when the Agency receives payment of the Agency Share attributable to such property taxes and (ii) the term "Agency Share" does not include any funds received by the Agency pursuant to the Interlocal Agreements attributable to taxes assessed and payable with respect to any period other than the Reimbursement Term (or any portion of the Reimbursement Term).

1.4.1. "Reimbursement Term"

The term "Reimbursement Term" means a period not to exceed ten years beginning on the Reimbursement Term Commencement Date (as defined below).

1.4.2. "Reimbursement Term Commencement Date"

The term "**Reimbursement Term Commencement Date**" means the date designated by Participant in a written notice to the Agency as the date on which the Reimbursement Term will commence.

1.4.3. "Tax Year"

The term "**Tax Year"** means each of the ten calendar years beginning on the Reimbursement Term Commencement Date.

1.5. Description of the Project

The term "**Project**" means 23 income-targeted owner-occupied residential condominiums to be constructed at 1285 East Villa Vistas Avenue. Income-targeted means housing means a "first-time home buyer" of a "qualified residential unit" (collectively "**Income Targeted Housing**") as defined in Utah Code § 63H-8-501, financed by Utah Housing Corporation ("**Utah Housing**") as part of the state of Utah's First-Time Homebuyer Assistance Program and as set forth in Utah Code § 63H-8-501 et seq.

1.6. The Reimbursement

As used in this Agreement, the term "**Reimbursement**" means the portion of the Agencies' affordable Housing Fund in an amount not to exceed $50,000 per Unit, not to exceed 23 units (or $1,150,000 total).

1.7. Parties to the Agreement

1.7.1. The Agency

The address of the Agency for purposes of this Agreement is:

Millcreek Community Reinvestment Agency
Attn: Executive Director
1330 East Chambers Avenue
Millcreek, UT 84106

With a copy to:

John Brems
1330 East Chambers Avenue
Millcreek, UT 84106

1.7.2. The Participant

Participant's address for purposes of this Agreement is:

MC29 Development LLC
10808 S River Front Parkway, Ste 3015
South Jordan, UT 84095

1.7.3. Representation as to Investment Intent

Participant represents and agrees that its investment in and use of the Project and Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of Participant's further development of and in the Project, for the purpose of further investment in Participant's business, and is not for speculation in land holding or otherwise.

1.7.4. Assignment or Transfer of Agreement

Participant acknowledges and agrees that (a) Participant may not assign or transfer all or any part of this Agreement, assign or transfer any of its rights herein or delegate any of its obligations hereunder during the term of this Agreement except with the express written consent of the Agency (and Participant acknowledges and agrees that the Agency may withhold its consent to such an assignment, transfer or delegation if, in the sole discretion of the Agency, such assignment, transfer or delegation would result in the economic development goals of the Agency and the Project area not being met).

2. OBLIGATIONS OF THE PARTIES

2.1. Payment of Reimbursement

2.1.1. Payment Obligation

Subject to the applicable terms and provisions of this Agreement, including, without limitation, the terms and provisions of this Subsection and Subsections 2.2, below that condition or limit the Agency's obligation to remit, or the amount the Agency is obligated to remit, to Participant as Reimbursement. The Agency shall remit payment of the Reimbursement based on each draw ("**Draw**") received by the Participant from Utah Housing, as it relates to the total commitment from Utah Housing. For example, if Utah Housing commits $8,000,000 to the Project, then Millcreek's share is 14.375% ($1,150,000/$8,000,000 = 0.14375 or 14.375%). As a result, upon the Participant's receipt of $1,200,000 from Utah Housing, the Participant may request 14.375% of $1,150,000, or $165,312.50, provided that the current amount and all previous amounts paid by the Agency do not exceed $50,000 per unit or $1,150,000 in total.

2.1.2. Sole Source of Funding for the Reimbursement

The entirety of the Reimbursement payments to Participant contemplated in this Agreement will be funded solely by the Agency Share payments received by the Agency pursuant to the Interlocal Agreements. Participant is not, and shall not be, entitled to any other funds collected by the Agency for any other portion of the Project Area or any other funds held by the Agency.

2.2. Conditions Precedent to the Payment of the Reimbursement or the Reimbursement Applicable to the Given Tax Year to Participant; Certain Limitations on the Amount of the Reimbursement Applicable to a Given Tax Year Payable to Participant

The Parties acknowledge that the provisions of Sections 2.2 constitute conditions precedent to the Agency's obligation to remit any Reimbursement payments with respect to a given Tax Year to Participant and that other provisions of such subsections may limit the amount of Reimbursement the Agency is obligated to remit to Participant with respect to a given Tax Year based on applicable facts and circumstances. In addition to other provisions in this Agreement that condition or limit the Agency's obligation to remit Reimbursement payments or limit the amount of Reimbursement the Agency is required to remit, (a) the Agency has no obligation to remit to Participant the Reimbursement with respect to a given Tax Year unless and until all conditions precedent included in Sections 2.2 applicable to the Reimbursement with respect to such Tax Year are satisfied and (b) the amount of the Reimbursement the Agency shall be required to remit to Participant with respect to a given Tax Year will be subject to any of the limitations described herein.

2.2.1. Agency is Entitled to Receive the Agency Share

The Agency is only obligated to pay to Participant the Reimbursement amount that arises out of Agency Share payments received by the Agency if and to the extent the Agency is legally entitled to receive such Agency Share payments pursuant to the applicable Interlocal Agreement(s).

2.2.2. Agency has Actually Received the Agency Share Payment

The Agency is obligated to make Reimbursement payments with respect to a particular Tax Year to the Participant only to the extent the Agency has actually received Agency Share payment(s) from Salt Lake County or a Taxing Entity with respect to such particular Tax Year. The Agency will use commercially reasonable efforts to pursue payment in full of the Agency Share for a particular Tax Year if it does not receive payment in full on a timely basis.

2.2.3. Continued Operation of the Project

The Agency is not obligated to pay to Participant the Reimbursement with respect to a particular Tax Year unless the Project is an Income Targeted Housing project for the entirety of such Tax Year (or, if the Project commences operations after January 1 of a Tax Year, continuously for the period between the date the Project commences Operations and the end of such Tax Year).

2.2.4. Request for Payment by Participant

The Agency is not obligated to pay the Reimbursement with respect to a particular Tax Year to Participant unless Participant has made a Request for Payment in writing pursuant to Section 2.5 for the Reimbursement with respect to such Tax Year.

2.2.5. Project Operations Have Commenced

The Agency is not obligated to pay the Reimbursement to the Participant unless the Participant has begun construction of the income-targeted housing and has received a Draw.

2.2.6. Investment

Reimbursement is available to the Participant only upon verification of the actual Draw received from Utah Housing.

2.3. Effect of Failure to Meet Conditions Precedent to Payment of Reimbursement

In the event that the conditions precedent to the payment of any Reimbursement with respect to a particular Tax Year, as included in Section 2.2, are not met for such Tax Year and the Participant is thus not entitled to receive the Reimbursement with respect to such Tax Year, such failure shall not constitute a Default under this Agreement.

2.4. Limitations on Reimbursement

The amount of Reimbursement paid to Participant pursuant to this Agreement shall be limited as follows:

2.4.1. Draws

Reimbursement payments will be limited to the portions of the Draw received by the Participant from Utah Housing.

2.4.2. Cap on Reimbursement

The total Reimbursement paid to the Participant under this Agreement shall not exceed $50,000 per Unit and $1,150,000 total Reimbursement.

2.5. Request for Reimbursement

Participant shall submit to the Agency by May 1st of the year following each Tax Year a written request for payment of the Reimbursement with respect to such Tax Year (each, a "**Request for Payment**"). Participant's Request for Payment shall include written documentation of actual construction of the Units, the Units that the Request for Payment is attributable to, and the Draws for which the Reimbursement is sought. Unless the Agency sends written notice to Participant of a deficiency in the Request for Payment (which notice must specify in reasonable detail all alleged deficiencies) within thirty (30) days of receipt of a Request for Payment, such Request for Payment shall be deemed complete. Participant shall have a reasonable time not to exceed thirty (30) days in which to rectify any deficiencies specified in a notice, and the Request for Payment shall be deemed timely delivered in the event any such deficiencies are rectified within that period. If Participant has timely delivered (or is deemed to have timely delivered) a Request for Payment with respect to a given Tax Year and there is a Reimbursement Shortfall with respect to such Tax Year, Participant will not be required to deliver any additional Request for Payment with respect to such Tax Year as a condition to the Agency's obligation to remit any remaining Reimbursement with respect to such Tax Year to Participant.

2.6. Reduction or Elimination of Reimbursement

The Parties agree that Participant assumes and accepts the risk of possible alteration of Federal or State statute, rule, regulation, or other law, or adjudication rendering unlawful the collection, receipt, disbursement, or application of the Agency Share to the Agency or the Reimbursement to Participant as contemplated in and by this Agreement. If the provisions of Utah law that govern the payment of the Agency Share to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreements, the Agency's obligation to pay Participant the Reimbursement will be proportionately reduced or eliminated, but only to the extent necessary to comply with the changes in such law. Participant specifically reserves and does not waive any right it may have to challenge, at Participant's cost and expense, the validity, enforceability, legality or constitutionality of any change in any Federal or State statute, rule, regulation or other law that reduces or eliminates the payment of Agency Share to the Agency and/or the payment of Reimbursement to Participant (any such change, a "**Change in Law**"), including, without limitation, by (a) bringing, either individually or with other persons or entities, legal proceedings challenging the validity, enforceability, legality or constitutionality of any Change in Law or (b) joining (as a party or otherwise) any such legal proceedings that have been brought by others (any such legal proceedings, "**Reimbursement Proceedings**"); and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of Agency Share to the Agency and/or payment of Reimbursement to Participant. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the

validity, enforceability, legality or constitutionality of a Change in Law or to otherwise indemnify or reimburse Participant for its actions to independently do so. Notwithstanding the foregoing, (i) the Agency agrees that, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), the Agency will cooperate with Participant in all reasonable respects in connection with Participant's challenge of a Change in Law as contemplated above, (ii) the Agency (A) acknowledges and agrees that (I) Participant is not a party to any of the Interlocal Agreements or any other agreements to which the Agency is a party that relate to the Agency Share and the Reimbursement, (II) the Interlocal Agreements include (and such other agreements may include) provisions in which the parties expressly agree that other persons and entities are not third party beneficiaries to such agreements and (III) due to the facts described in clauses (A)(I) and (II), above, and other possible factual or legal matters, Participant may not have standing to challenge a Change in Law or join in a Reimbursement Proceeding in a manner that could prevent or mitigate the reduction or elimination of the payment of Agency Share to the Agency and/or the payment of Reimbursement to Participant at all or to the same degree as the Agency, and (B) agrees that, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), it will (I) challenge a Change in Law and/or join in a Reimbursement Proceeding in its own name, (II) join, in its own name, Participant in challenging a Change in Law or in joining in a Reimbursement Proceeding and/or (III) authorize Participant to challenge a Change in Law and/or join in a Reimbursement Proceeding in the Agency's name, and (iii) in connection with its agreements in clauses (i) and (ii), above, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), the Agency will take such actions in connection with any such challenge of a Change in Law or Reimbursement Proceeding as Participant (A) reasonably believes the Agency must or may be required to take in connection with such challenge or Reimbursement Proceeding and/or (B) reasonably directs the Agency to take, including, without limitation, (I) taking any such action for or on behalf of Participant or itself, (II) joining Participant in taking any such action, (III) authorizing Participant to act for, on behalf of or in the name of the Agency with respect to any such action and/or (IV) executing such documents as Participant reasonably requests the Agency to execute.

2.7. Declaration of Invalidity

In the event any legal action is filed in a court of competent jurisdiction that seeks to invalidate the Project Area or this Agreement or that otherwise seeks to or would have the possible result of reducing or eliminating the payment of the Agency Share to the Agency (any such action, an "**Invalidation Action**"), the Agency shall provide written notice of such Invalidation Action to Participant. In the event an Invalidation Action is filed, the Agency shall have no obligation to challenge that Invalidation Action or defend itself against such Invalidation Action. If requested by Participant, the Agency may, at its sole discretion, take such actions as may be reasonably required to defend such Invalidation Action and to address the grounds for any causes of action that could result in the reduction or elimination of the payment of the Agency Share to the Agency or the Reimbursement to Participant as contemplated in and by this Agreement. Participant specifically reserves and does not waive any right it may have to intervene, at Participant's cost and expense, in any such Invalidation Action and challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Reimbursement to the Agency and/or Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Agency Share to the Agency and/or the Reimbursement to Participant. Notwithstanding the foregoing, (a) the Agency agrees that, at the request of Participant

and at Participant's cost and expense (and at no cost to the Agency), the Agency will cooperate with Participant in all reasonable respects in connection with Participant's intervention in an Invalidation Action and bringing the challenges described above in this section, (b) the Agency (i) acknowledges and agrees that (A) Participant is not a party to any of the Interlocal Agreements or any other agreements to which the Agency is a party that relate to the Agency Share and the Reimbursement, (B) the Interlocal Agreements include (and such other agreements may include) provisions in which the parties expressly agree that other persons and entities are not third party beneficiaries to such agreements and (C) due to the facts described in clauses (i)(A) and (B), above, and other possible factual or legal matters, Participant may not have standing to intervene in any or all Invalidation Actions or challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Reimbursement to the Agency and/or Participant in a manner that could prevent or mitigate the reduction or elimination of the payment of Agency Share to the Agency and/or the payment of Reimbursement to Participant at all or to the same degree as the Agency, and (ii) agrees that, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), it will (A) challenge an Invalidation or defend itself in an Invalidation Action in its own name, (B) join, in its own name, Participant in challenging or defending an Invalidation Action and/or (C) authorize Participant to challenge an Invalidation Action or defend the Agency in an Invalidation Action in the Agency's name, and (c) in connection with its agreements in clauses (a) and (b), above, at the request of Participant and at Participant's cost and expense (and at no cost to the Agency), the Agency will take such actions in connection with any such challenge of an Invalidation Action or defense of an Invalidation Action as Participant (i) reasonably believes the Agency must or may be required to take in connection with such challenge or defense and/or (ii) reasonably directs the Agency to take, including, without limitation, (A) taking any such action for or on behalf of Participant or itself, (B) joining Participant in taking any such action, (C) authorizing Participant to act for, on behalf of or in the name of the Agency with respect to any such action and/or (D) executing such documents as Participant reasonably requests the Agency to execute. In the event that the court declares that the Agency cannot receive the Agency Share and/or cannot remit Reimbursement to Participant, invalidates the Project Area or this Agreement, or takes any other action which eliminates or reduces the amount of Agency Share paid to the Agency and/or the Reimbursement paid to Participant, and the grounds for the legal determination cannot reasonably be addressed by the Agency, the Agency's obligation to pay to Participant the Reimbursement in accordance with this Agreement will be reduced or eliminated to the extent that the Agency Share is not received by the Agency.

2.8. Dispute over Receipt of Payment of the Reimbursement

If not due to the act, error or omission of the Agency, in the event a dispute arises as to the person or entity entitled to receive all or any portion of the Reimbursement under this Agreement with respect to a given Tax Year due to a claimed assignment or claimed successor-in-interest to such portion of the Reimbursement or otherwise, the Agency may withhold payment of the portion of the Reimbursement in dispute and may refrain from taking any other action required of it by this Agreement with respect to such portion of the Reimbursement until the dispute is resolved either by agreement of the persons or entities claiming to be entitled to such portion of the Reimbursement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency. The foregoing provisions of this section with respect to the timing of the Agency's payment of withheld Reimbursement amounts described above are subject to the provisions hereof 2.2. the Agency shall be entitled to deduct from its payment of the

Reimbursement any costs or expenses, including reasonable attorney fees, incurred by the Agency due to the dispute, except in the instance that the dispute arises due to the act, error or omission of the Agency, in which case the Agency shall be responsible for all costs and expenses including reasonable and actual attorney fees.

2.9. Operation of the Project

For purposes of this Agreement, "**Operate**", "**Operated**", "**Operating**", "**Operational**" or "**Operations**" of the Project, all required permits, licenses, or other approvals have been obtained for the person to occupy the Project. For purposes of this Agreement, Participant shall be deemed to have continuously Operated the Project if the foregoing standards are substantially met or exceeded, notwithstanding temporary cessation for inspection, maintenance, repair, replacement, down-time or not using portions of the Project that are not material in size in the ordinary course of business and operations, Events of Force Majeure, and/or damage or destruction.

2.10. Commencement of Operations

For purposes of this Agreement, Operations of the Project shall be deemed to have commenced if the applicable conditions and standards in Section 2.11 are met. If Participant fails to commence Operations of the Project on or before June 30, 2027 for any reason other than Events of Force Majeure, the Agency shall have the right to terminate this Agreement upon written notice to Participant at any time prior to commencement of Operations of the Project, subject, however, to any notice requirements, cure periods, limitations or requirements set forth herein.

2.11. Continuing Operations

Operations of the Project as described in Section 2.11 shall continue throughout the term of this Agreement as set forth in Article 4. If Participant ceases to construct the Income Targeted Housing for a continuous period of more than one year for any reason other than Events of Force Majeure and/or damage or destruction, the Agency shall have the right to terminate this Agreement upon written notice to Participant at any time during such cessation.

2.12. Funding Responsibility

The Parties understand and agree that funding for the Project comes entirely from Participant's internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

3. ADDITIONAL TERMS

3.1. Project

The Participant will be responsible at all times for the Project. Recognizing the level of investment

by Participant, the Agency has determined that it is in the best interests of the residents of the City to provide the Reimbursement to Participant to develop the Project, undertake the investment, and meet the continued Operation requirements with respect to the Project, as contemplated in this Agreement.

3.2. Responsibility for Development Plans and Permits

The Agency shall not be responsible for obtaining permits, licenses, or other approvals for the Project.

3.3. Other Terms

3.3.1. City Land Use Authority

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City's authority over land use, zoning, and permitting within the City.

3.3.2. Indemnification

Participant agrees to and shall indemnify, defend, and hold the Agency and its directors, officers, agents, employees, and representatives harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorney fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any third party person or to the property of any third party person, directly or indirectly caused by any acts done or any errors or omissions of Participant or its directors, officers, agents, employees, consultants, and contractors on the Project except for willful misconduct or negligent acts or omissions of the Agency, the City, or their respective directors, officers, agents, employees, contractors, and consultants. Likewise, the Agency agrees to and shall indemnify, defend, and hold Participant and its directors, officers, agents, employees, and representatives harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any third party person or to the property of any third party person, directly or indirectly caused by any acts done or any errors or omissions of the Agency, the City, or their respective directors, officers, agents, employees, contractors and consultants except for willful misconduct or negligent acts or omissions of Participant or its directors, officers, agents, employees, consultants, and contractors.

3.3.3. Limits on Liability

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such

damages at the time of contracting or otherwise.

3.3.4. Local, State, and Federal Laws

Participant shall make the Investment and utilize the Project in material conformity with all applicable laws; provided, however, that unless otherwise addressed elsewhere in this Agreement, nothing herein shall limit the right of Participant to properly challenge any such law, the applicability of any such law or allegations of non-compliance with any such law.

3.3.5. Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Project for purposes of inspection, with reasonable and prior written notice (but in no event less than 48 hours prior), and without charges or fees, during normal business hours or as otherwise agreed to in writing by Participant, subject, however, to the rules, regulations, security protocols and other access limitations for safety and security purposes as required by Participant.

3.3.6. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Except as expressly provided for in this Agreement, nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

3.3.7. Non-waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code §63G-7-101, *et seq*.

3.3.8. Agency and City Publicity

Throughout the term of this Agreement and notwithstanding any agreements to the contrary, the Agency shall have the right to freely use the following facts and information in Agency and City marketing, promotional, and publicity materials (together, "**Promotional Materials**"): (i) the presence of Participant's operations in the City, (ii) the approximate number of homes in the Project, (iii) Participant's approximate total Investment relating to the Project within the City, (iv) timing of Participant's initial and subsequent investments within the City, (v) the details of the Reimbursement and the expected benefits to the City, (vi) the location of the Project, and (vii) publicly-available information about Participant and its operations and history.

Except as required by the Utah Government Records Access and Management Act, the Agency shall not disclose any nonpublic information about Participant or Participant's operations within the Project as part of any Promotional Materials or press releases.

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants by either of the Parties established in this Agreement, including but not limited to covenants with respect to conformance with federal, local, and state laws, shall, without regard to technical classification and designation, be binding on such Party and any of its successors and assigns for the benefit of the other Party and its successors and assigns during the term of this Agreement. The term of this Agreement shall commence on the date first written above in this Agreement and, unless earlier terminated in accordance with the terms and provisions of this Agreement, shall end upon the later of: (a) Ten years after the Agency's final payment of all Reimbursement to which Participant is entitled under the terms and provisions of this Agreement (including such terms and provisions that condition the obligation of the Agency to make Reimbursement payments with respect to a given portion of any such Tax Year or limit the amount of Reimbursement the Agency is required to make with respect to a given Tax Year) or (b) upon the written agreement signed by the Parties hereto.

5. DEFAULTS, REMEDIES, AND TERMINATION

5.1. Default

If either the Agency or Participant fails to perform or delays performance of any material obligation of this Agreement and fails to cure as provided for in this Article 5, such conduct constitutes a default of this Agreement ("**Default**").

5.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party may give written notice (a "**Default Notice**") of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any right or remedy hereunder with respect to such Default without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3. Cure Period

The non-defaulting Party shall have no right to exercise any right or remedy hereunder with respect to the other Party's Default unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the Default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days; provided, however, that this sentence shall not be construed to limit Participant's right to challenge a claim that Participant is obligated to make a payment that is alleged in a Default Notice or the amount claimed in a Default Notice. If the Default is not cured by such Party within thirty (30) days of delivery of the Default Notice or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, such failure to cure shall be an Event of Default.

5.3.1. Rights and Remedies

Upon the occurrence of an Event of Default, the non-defaulting Party shall have, and may pursue, all remedies provided for in this Agreement with respect to such Event of Default and shall have the right to obtain specific performance, unless otherwise limited by the express provisions set forth in this Agreement. Such remedies are cumulative and, unless otherwise limited by the express provisions set forth in this Agreement, the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party. Notwithstanding the foregoing, if Participant fails to commence or continue Project as contemplated herein or fails to cure or commence to cure, as applicable, a Default within the applicable period described herein such that the applicable Default gives rise to an Event of Default, then in such case Agency's sole remedy shall be to terminate this Agreement upon payment of any amounts that may be due from Participant to the Agency and/or from the Agency to Participant under this Agreement (for clarity, Agency may not commence an action against Participant for specific performance to commence or continue Operations, make the Investment or cure any other Default by Participant Party, provided, however, if Participant (a) commences Operations or resumes Operations after a failure to commence or continue Operations or (b) cures (or, when applicable, commence to cure) a Default that has led to an Event of Default (other than a Default contemplated by clause (a), above) before Agency notifies Participant that it is terminating this Agreement as a result of any of the failures on Participant's part described in clauses (a) and (b), above, Agency may not terminate this Agreement, but Agency may withhold any and all Reimbursement Payments otherwise payable to Participant that relate to or arise out of any Agency Share that Agency receives at any time to the extent such Agency Share is based on property taxes paid or payable with respect to (i) the period prior to commencement of Operations, (ii) the period during which Participant's failure to continue the Operations would give Agency the right not to deliver Reimbursement payments to Participant as a result of such failure or (iii) the period between the time a Default described in clause (b), above, has become an Event of Default and the time Participant has cured or commenced to cure, as applicable, such Default. Additionally, nothing in this Section 5.3.1 or elsewhere in this Agreement will limit Agency's right to assert claims or initiate actions against Participant to collect, or pursue a judgment against Participant for, amounts Participant has failed to pay Agency pursuant to the terms and provisions of this Agreement.

5.3.2. Legal Actions

5.3.2.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Third District Court for the State of Utah located in Salt Lake County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.2.2. Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law. Service of

process on Participant shall be by personal service upon its Registered Agents, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.2.3. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

5.3.2.4. Waiver of Trial by Jury.

EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6. GENERAL PROVISIONS

6.1. Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards to the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

6.2. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if emailed and: (1) personally delivered; or (2) if dispatched by registered or certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated herein. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon mailing or making physical delivery of the writing containing the notice.

6.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such a condition, covenant, or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4. No Liability of Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney, or consultant of the Parties hereto shall be personally liable to any other Party hereto, or any successor-in-interest thereof, in the event of any Default or breach by a Party hereto or for any amount which may become due to a Party hereto or to its successor, or on any obligations under the terms of this Agreement.

6.5. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, terrorist activity, epidemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency's Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7. Attorney Fees

In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.

6.8. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or an enterprise between the Parties hereto.

6.9. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.10. Mediation

In the event a dispute arises between the parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the parties, the parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and for one-half of the mediator's costs. The place of mediation shall be Millcreek, Utah.

6.11. Divisions; Headings; Cross References

The division of this Agreement into Articles, Sections and Subsections and the use of titles, headings or captions in connection therewith are only for convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof and shall have no legal effect in construing the provisions of this Agreement. Unless indicated otherwise, references in this Agreement to Articles, Sections, Schedules and Exhibits are to articles, sections, schedules and exhibits of this Agreement.

6.12. Contra Proferentum

This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be construed against either Party based on which Party drafted the provision in question.

6.13. Further Assurances

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

6.14. Incorporation of Recitals and Exhibits

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

6.15. Force Majeure; Events of Force Majeure

If, by reason of an Event of Force Majeure (as defined below), Participant is unable in whole or in part to (a) carry out any of its obligation or agreements under this Agreement or (b) cure (or, when applicable, commence to cure) any Default by Participant (whether such Default occurred, or the Agency delivered a Default Notice with respect to such Default, prior to or after an applicable Event of Force Majeure), (i) Participant shall be deemed to not be in Default during the continuance of such inability and for the duration of any delay caused by such inability (any such period, a "**Force Majeure Period**") and (ii) the period within which Participant may cure (or,

when applicable, commence to cure) a Default before such Default gives rise to an Event of Default shall be extended by a length of time that is equal in duration to the applicable Force Majeure Period. Additionally, if, by reason of an Event of Force Majeure, any of the conditions to the Agency's delivery of any portion of the Reimbursement with respect to a given period have not been satisfied by the date or within the period contemplated in this Agreement with respect to such condition, the date by which, or the period during which, such unfulfilled condition must be satisfied and all dates and periods relevant to the applicable Reimbursement shall be extended by a length of time that is equal in duration to the applicable Force Majeure Period. The term "**Event of Force Majeure**" as used herein shall mean an event that is either not reasonably foreseeable or anticipated or cannot reasonably be controlled by Participant or, in the case of conditions to delivering Reimbursement payments, that prohibits, precludes, delays or materially interferes with (x) the performance of the relevant agreement or obligation of Participant or with Participant's satisfaction of any conditions or limitations in this Agreement to the Agency's delivery of any portion of the Reimbursement with respect to any period (including, without limitation, the development and construction of the new patient tower, making any or all of the renovations or improvements contemplated hereby, making the investment, obtaining or receiving any of the licenses, permits or other approvals contemplated herein or the taking of any other action that may be required to commence or continue Operations of the Project) or (y) the satisfaction of any condition to the Agency's delivery of any portion of the Reimbursement with respect to any period that is not within the control of Participant (including, without limitation, any of the conditions or limitations included in Sections 2.2.), which events include, without limitation strikes; lockouts; the enactment, imposition or modification of any orders of any governmental body, including the government of the United States, the State of Utah, Salt Lake County, the City or any of their departments, agencies, or officials, or any civil or military authority which occurs after the Effective Date and prohibits, precludes, delays or materially interferes with the performance of the relevant agreement of Participant or the satisfaction of any condition on its part; war; terrorist activities; sabotage; acts of public enemies; insurrections; riots; epidemics; pandemics; fire (whether or not an act of nature); landslides, earthquakes, sinkholes, floods, hurricanes, tornadoes, lightning, other unusually inclement weather or other natural disasters of acts of nature; or explosions; it being agreed that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of Participant, and Participant shall not be required to make settlement of strikes, lockouts, and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of Participant, unfavorable to Participant.

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Electronic pdf signatures shall be considered original signatures and scans of original documents shall be treated as original documents.

7.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties regarding the subject matter thereof. When executed by the Parties, this Agreement

integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter thereof.

7.3. Waivers and Amendments

All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

MILLCREEK COMMUNITY REINVESTMENT AGENCY

By:_____
_____, Executive Director

Attest:

By:_____
_____, Secretary

MC29 DEVELOPMENT LLC

By: _____
Name: _____
Title: _____

Exhibit D

Land Use Restriction Agreement

When Recorded Return to:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, Utah 84120
Attn: Vice President, Multifamily Finance & Development

Tax ID #[s]: [•]

LAND USE RESTRICTION AGREEMENT

This Land Use Restriction Agreement (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made effective as of **[•]**, 2026, by and between **[•], [a/an]**, its successors and assigns ("Owner"), and **UTAH HOUSING CORPORATION**, an independent body politic and corporate, constituting a public corporation of the State of Utah ("Utah Housing").

RECITALS:

WHEREAS, Section 51-12-101, *et. seq*., of the Utah Code, as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time (the "Program"), provides for "qualified depositories" (as defined in the Program) to offer certain loans to developers for the purpose of constructing housing developments in the State of Utah which meet the definition of a "qualified project" under the Program;

WHEREAS, Utah Housing is a "qualified depository", and is lending funds for "qualified projects" in accordance with the Program;

WHEREAS, an application has been made to Utah Housing, which application is on file with Utah Housing and is hereby incorporated herein by this reference, by Owner for a loan (the "Loan") from Utah Housing for construction of a qualified project (the "Project") consisting of "attainable homes" as defined in the Program;

WHEREAS, each attainable home (an "Attainable Home") covered by this Agreement is located upon and is a part of the real property described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, Owner represents that the Project satisfies the requirements of the Program and that Owner will maintain the Project in conformity and continuous compliance with the Program, the applicable regulations thereunder, any other federal or state requirements applicable thereto, and this Agreement, each as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time;

WHEREAS, Utah Housing is unwilling to make the Loan to Owner for the Project unless Owner shall, by entering into and pursuant to this Agreement, consent and agree to the conditions and restrictions set forth herein;

WHEREAS, the Program and Lender, as applicable, require that (a) all of the units within the Project be Attainable Homes, and (b) each Attainable Home be owner-occupied for no fewer than five (5) years;

WHEREAS, because each owner of an Attainable Home (a "Purchaser") will acquire such Attainable Home at a below market price due to the Loan under the Program, Utah Housing and Purchaser will share in the amount of any appreciation of the equity in such Attainable Home following the sale of an Attainable Home, as set forth in the Retained Equity Agreement attached hereto as Exhibit B and incorporated herein by reference (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Retained Equity Agreement");

WHEREAS, Utah Housing is willing to extend the Loan to Owner for the Project on the condition that Owner agrees to cause each Purchaser to execute a Retained Equity Agreement at the time Purchaser acquires an Attainable Home from Owner; and

WHEREAS, Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of each Attainable Home shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of each Attainable Home for such term set forth herein, and are not merely personal covenants of Owner.

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which are hereby acknowledged, Owner and Utah Housing agree as follows:

SECTION I. COVENANTS OF OWNER; PROGRAM REQUIREMENTS

Owner covenants and agrees as follows:

1.1 Restriction on Homes. In compliance with the Program, all of the units within the Project will be Attainable Homes, and each Attainable Home must be owner-occupied for a period of not less than five (5) years (the "Purchaser Occupancy Period"). The Purchaser Occupancy Period for an Attainable Home shall begin on the date the Retained Equity Agreement is recorded with respect to such Attainable Home.

1.2 Deed Restriction. In connection with any sale of an Attainable Home by Owner to Purchaser, Owner shall cause a Retained Equity Agreement to be executed by such Purchaser and recorded in the real property records with respect to such Attainable Home.

1.3 Homebuyer Assistance Program. In compliance with the Program, Owner shall have adopted a plan to provide a Purchaser with information about the First-Time Homebuyer Assistance Program established in Utah Code Section 63H-8-502, and upon Utah Housing's request, provide Utah Housing with a copy of such plan.

1.4 Nondiscrimination. Owner will not discriminate against any Purchaser or prospective purchaser on any unlawful basis. Owner will comply in all respects with all applicable federal, state and local laws, rules, regulations relating to housing and employment.

1.5 Compliance with Law. Owner will not (a) violate any laws, ordinances, governmental rules, or regulations to which it or any Attainable Home is or may become subject, including without limitation any Environmental Laws, or (b) fail to obtain or maintain any licenses, permits, or other governmental authorizations necessary to the ownership of each Attainable Home.

1.6 Release and Indemnification. Owner agrees to release and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Owner resulting from or relating to the Project or this Agreement. Further, Owner agrees to indemnify and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Utah Housing, its officers, directors, employees, and agents as a result of or in any way related to the Loan or Owner's compliance with the Program. Owner represents that it has independently reviewed the applicable statutes governing the Program to ensure Owner can comply with the Program, and Owner has not relied on any representation or statement from Utah Housing with respect to Owner's compliance with the Program.

1.7 Inspection. Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of Owner relating to the Project and each Attainable Home.

1.8 Subordination. Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary Liens and encumbrances relating to easements, utilities and similar matters) of any Attainable Home whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to subordinate its Lien to that of any lender to Purchaser to purchase an Attainable Home. Owner also agrees that its Lien on the Project shall be subordinate to the Lien of any lender to buyer to purchase an Attainable Home.

1.9 Recordation. This Agreement shall be placed of record in the real property records of the County in which the Project is located, and upon recording, Owner shall cause to be sent to Utah Housing an executed original of the recorded Agreement showing the date, deed book and page numbers of record.

1.10 Statutory Changes. Utah Housing and Owner recognize that the provisions of the Program may be amended from time to time. Owner agrees to maintain the Project in compliance and conformity with the requirements of the Program, as amended, and the regulations issued thereunder, as the same are amended from time to time. However, if in the sole discretion of Utah Housing subsequent revisions to the Program are so substantial as to necessitate amendment of this Agreement, this Agreement shall be amended to reflect such changes in the law governing the Program. In the event the Program is repealed or discontinued, or the requirements thereunder are substantially terminated, the parties agree that the provisions of the Program, and/or all regulations issued thereunder, in effect on the date of such repeal or termination, as the case may be, shall apply for all purposes hereunder and shall be incorporated herein by this reference

SECTION II. SALES OF ATTAINABLE HOMES

2.1 Purchase Price. The purchase price for which Owner may sell each Attainable Home to a Purchaser shall be in accordance with the Program and Utah Code Section 63H-8-501, which provide that such purchase price may not exceed the lesser: (a) $450,000.00, or (b) if applicable, the maximum purchase price established under Utah Code Section 63H-8-502.

2.2 Retained Equity Agreement. Purchaser will acquire its Attainable Home at a below market price, as a result of the Loan under the Program to Owner. In consideration thereof, Purchaser and Utah Housing will share the amount of any appreciation of the equity in such Attainable Home (the "Equity Share") following the sale of an Attainable Home, as set forth in the Retained Equity Agreement. To evidence Purchaser's obligation to pay Utah Housing its portion of the Equity Share, at the closing of Owner's sale of the Attainable Home to Purchaser, Owner shall cause Purchaser to (a) enter into a Retained

1.6 Release and Indemnification. Owner agrees to release and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Owner resulting from or relating to the Project or this Agreement. Further, Owner agrees to indemnify and hold Utah Housing, its officers, directors, employees, and agents harmless from any claim, loss, liability, demand, or judgment incurred by or asserted against Utah Housing, its officers, directors, employees, and agents as a result of or in any way related to the Loan or Owner's compliance with the Program. Owner represents that it has independently reviewed the applicable statutes governing the Program to ensure Owner can comply with the Program, and Owner has not relied on any representation or statement from Utah Housing with respect to Owner's compliance with the Program.

1.7 Inspection. Owner shall permit, during normal business hours, upon reasonable notice, any duly authorized representative of Utah Housing to inspect any books and records of Owner relating to the Project and each Attainable Home.

1.8 Subordination. Owner shall obtain the agreement of any prior recorded lienholder (excluding customary nonmonetary Liens and encumbrances relating to easements, utilities and similar matters) of any Attainable Home whereby the prior recorded lienholder, and its assigns or successors in interest, agrees to subordinate its Lien to that of any lender to Purchaser to purchase an Attainable Home. Owner also agrees that its Lien on the Project shall be subordinate to the Lien of any lender to buyer to purchase an Attainable Home.

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1.10 Statutory Changes. Utah Housing and Owner recognize that the provisions of the Program may be amended from time to time. Owner agrees to maintain the Project in compliance and conformity with the requirements of the Program, as amended, and the regulations issued thereunder, as the same are amended from time to time. However, if in the sole discretion of Utah Housing subsequent revisions to the Program are so substantial as to necessitate amendment of this Agreement, this Agreement shall be amended to reflect such changes in the law governing the Program. In the event the Program is repealed or discontinued, or the requirements thereunder are substantially terminated, the parties agree that the provisions of the Program, and/or all regulations issued thereunder, in effect on the date of such repeal or termination, as the case may be, shall apply for all purposes hereunder and shall be incorporated herein by this reference

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Equity Agreement and (b) ensure the Retained Equity Agreement is recorded in the real property records of such Attainable Home.

SECTION III. DEFINITIONS.

3.1 Definitions. Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement:

3.1.1 The term "Affiliate", with respect to any Person (hereinafter "such Person"), shall mean any other Person which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, or is related to, such Person or another Affiliate of such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting stock or membership or partnership interests, by contract or otherwise.

3.1.2 The term "Environmental Laws" means all federal, state or local laws, ordinances, rules, regulations, standards, duties, or permits now or hereafter in effect and as amended from time to time that relate in each case to the protection of the environmental, health and safety, or the use, refinement, handling, treatment, removal, storage, production, manufacture, transportation, disposal, recycling, labeling, remediation, or release of Hazardous Materials including, the Comprehensive Environmental Response Compensation and Liability Act of 1980 (CERCLA), (42 U.S.C, Sections 9601, et seq.) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), the Hazardous Materials Transportation Act, (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act (RCRA), (42 U.S.C. Sections 6901, et seq.),the Federal Water Pollution Control Act (33 U.S.C. Section 1251), the Clean Water Act, (33 U.S.C. Sections 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Sections 300f et seq.), the Clean Air Act, (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, (15 U.S.C. Sections 2601 et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 11001, et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 7901 et seq.), the Occupational Safety and Health Act of 1970 (29 U.S.C. Sections 651 et seq.); and any similar state law, including all amendments thereto and all regulations promulgated thereunder, and further including the conditions and requirements of all permits and regulatory approvals issued thereunder.

3.1.3 The term "Hazardous Materials" means (a) "hazardous waste" as defined by the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), including any future amendments thereto, and regulations promulgated thereunder; (b) "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq.), including any future amendments thereto, and regulations promulgated thereunder; (c) asbestos; (d) polychlorinated biphenyls; (e) underground storage tanks, whether empty or filled or partially filled with any substance; (f) any substance the presence of which is or becomes prohibited by any federal, state, or local law, ordinance, rule or regulation; and (g) any hazardous or toxic substance, material, or waste which under any federal, state, or local law, ordinance, rule, or regulation requires special handling or notification in its collection, storage, treatment or disposal.

3.1.4 The term "Lien" shall mean any interest in property securing an obligation owed to, or a claim by, any Person, whether such interest shall be based on the common law, statute or contract, whether or not such interest shall be recorded or perfected and whether or not such interest shall be contingent upon the occurrence of some future event or events or the existence of some

future circumstance or circumstances, and including the lien or security interest arising from a mortgage, encumbrance, pledge, adverse claim or charge, conditional sale or trust receipt, or from a lease, consignment or bailment for security purposes. The term "Lien" shall also include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting property.

3.1.5 The term "Person" shall mean any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, estate, unincorporated organization or government (or any agency or political subdivision thereof).

3.2 Program Definitions. All words, definitions and terms used in this Agreement that are not otherwise specifically defined herein shall have the meaning assigned to such terms in the Program.

SECTION IV. MISCELLANEOUS

4.1 Term; Run with the Land. Owner intends, declares and covenants that the covenants, terms, provisions, and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, Owner and Utah Housing, and their respective successors and assigns, and all subsequent owners of each Attainable Home or any interest therein, for the duration of Purchaser Occupancy Period. Upon the expiration of Purchaser Occupancy Period for each Attainable Home, Utah Housing shall execute a release of this Agreement with respect to such Attainable Home, if so requested by the then owner of such Attainable Home. Any retained equity obligations shall survive the release and remain enforceable pursuant to the Retained Equity Agreement.

4.2 Assignment by Utah Housing. Utah Housing may, at any time during the term hereof assign its rights hereunder or its obligations hereunder, or both, to any Affiliate of Utah Housing or any other political subdivision of the State of Utah. Utah Housing may assign its rights hereunder or its obligations hereunder, or both, to any party not specified in the preceding sentence only with the written consent of Owner, such written consent not to be unreasonably withheld or delayed. In the event Utah Housing assigns its obligations hereunder, Utah Housing shall have no further obligations or liabilities hereunder whatsoever from and after the date of such assignment.

4.3 Indemnification. Except to the extent caused by the gross negligence or intentional misconduct of Utah Housing, Utah Housing shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Owner or by any person whosoever may at any time be renting, using or occupying or visiting the Project or be in, on, or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Owner or of any occupant, visitor, or user of the Project or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and Owner shall indemnify Utah Housing against all such claims and liability.

4.4 Notices. Each notice required to be given in this Agreement shall be in writing and shall be deemed to have been properly given or served by the deposit of such with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage and addressed as hereinafter provided. Each notice shall be effective upon being deposited as aforesaid and shall be deemed to have been received five business days from and after such deposit. Each notice may also be served by personal service addressed as hereinafter provided. By giving to each other party at least 10 days' notice thereof, each party shall have the right from time to time during the term of this Agreement to change the address(es) thereof and to specify as the address(es) thereof any other address(es) within the United States of America.

To Owner: Each notice to Owner shall be addressed as follows:

[•]
[•]
[•]
Attention: [•]
Email: [•]

With copies to (which shall not constitute notice):

[•]
[•]
[•]
Attention: [•]
Email: [•]

To Utah Housing: Each notice to Utah Housing shall be addressed as follows:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, Utah 84120
Attention: Claudia O'Grady
Email: cogrady@uthc.org

With copies to (which shall not constitute notice):

Parsons Behle & Latimer
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Attention: Emily Holt; Jamie Riley
Email: EHolt@parsonsbehle.com; JRiley@parsonsbehle.com

4.5 Waiver. No express or implied consent to or waiver of any breach or default by a party in the performance by such party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such party of the same or any other obligations of such party under this Agreement. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such failing party of the rights of such failing party under this Agreement.

4.6 Severability. If any provision of this Agreement or the application thereof to any party or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other party or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, representations, warranties, covenants or undertakings other than those expressly set forth or referred to herein.

4.8 Amendment. This Agreement may be amended only in a writing signed by each of the parties hereto.

4.9 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Sections and Subsections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Sections or Subsections shall refer to the corresponding Section or Subsection of this Agreement unless specific reference is made to the articles, sections or other subdivisions of another document or instrument.

4.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument.

4.11 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, assigns and legal representatives.

4.12 Accounting Terms. All accounting terms used herein that are not otherwise expressly defined shall have the respective meanings given to them in accordance with generally accepted accounting principles at the particular time.

4.13 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

4.14 No Partnership. Nothing herein contained shall create between the parties hereto, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.

4.15 Attorneys' Fees. In the event that any party shall institute any action or proceedings against any other party relating to the provisions of this Agreement, or any default thereunder, then and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the prevailing party therein for the reasonable expense of attorneys' fees and disbursements incurred therein by the prevailing party.

4.16 Final Agreement. This Agreement and the other agreements, documents, obligations, and transactions contemplated by this Agreement, constitute the entire agreement between Owner and Utah Housing with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by Owner and Utah Housing. PURSUANT TO UTAH CODE SECTION 25-5-4, OWNER IS NOTIFIED THAT THIS AGREEMENT IS A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN OWNER AND UTAH HOUSING AND THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized representatives as of the date first above written.

OWNER:

[•],
a [•]

By: [•]
Its: [•]

UTAH HOUSING:

UTAH HOUSING CORPORATION,
an independent body politic and corporate, constituting a public corporation in the State of Utah

By: [•]
Its: [•]

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by [•], the [•] of [•].

NOTARY PUBLIC
Residing at:
My commission expires:

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by [•], the [•] of Utah Housing Corporation, an independent body politic and corporate, constituting a public corporation of the State of Utah.

NOTARY PUBLIC
Residing at:
My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY, ADDRESSES

The real property located in [•] County, State of Utah, and more particularly described as follows:

Tax Parcel No. [•]

EXHIBIT B

FORM OF RETAINED EQUITY AGREEMENT

WHEN RECORDED, RETURN TO:

Utah Housing Corporation
2479 S. Lake Park Blvd
West Valley City, Utah 84120
Attn: Claudia O'Grady

RETAINED EQUITY AGREEMENT

Re: _____, _____, Utah
Tax ID#:_____

This Retained Equity Agreement (this "Agreement") is entered into on _____, 20____, between _____ ("Purchaser") and Utah Housing Corporation, an independent body politic and corporate, constituting a public corporation of the State of Utah ("Utah Housing"), pursuant to that certain Land Use Restriction Agreement dated _____, 20____ (the "LURA") between Utah Housing and _____ (the "Project Owner"), which contains certain restrictions and requirements with respect to condominium units located on a parcel of real property more particularly described in Exhibit A attached hereto (the "Residence"). The LURA provides that Purchaser may purchase the Residence from the Project Owner at a specified price on the condition that Purchaser and Utah Housing enter into a recorded agreement in the form of this Agreement. Accordingly, Purchaser and Utah Housing agree as follows:

1. In consideration of Utah Housing providing the financing for the construction of the Residence, which is being sold to Purchaser at a below market price, Purchaser hereby agrees to pay to Utah Housing the "UHC Equity Payment" (as defined below) on the date Purchaser re-sells the Residence. The UHC Equity Payment is payable at the time of such re-sale. Purchaser shall be entitled to retain the Purchaser Equity Payment (as defined below) at the time of such re-sale. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Fair Market Value**" shall mean the price a willing buyer would pay a willing seller for the Residence in a bona fide arms' length transaction, less any usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance.

(c) "**Occupancy Period**" shall mean, as of any date, the total number of years (or portion thereof, measured to the closest number of months) that Purchaser has occupied the Residence as Purchaser's primary residence.

(d) "**Purchaser Equity Percentage**" shall have the meaning set forth in the table below:

Occupancy Period	Purchaser Equity Percentage
Months 1-12	0%
Months 13-24	15%
Months 25-36	30%
Months 37-48	45%

Months 49-60	60%
Months 61 and up	75%

(e) "**Purchaser Equity Payment**" shall mean an amount equal to the (i) (A) Fair Market Value minus (B) the Purchase Price multiplied by (ii) the Purchaser Equity Percentage.

For example, if (1) the Fair Market Value is $500,000.00, (2) the Purchase Price was $300,000.00, and (3) and Purchaser has an Occupancy Period of 28 months, the Purchaser Equity Payment would be calculated as follows:

$500,000.00 (Fair Market Value) - $300,000.00 (Purchase Price) = $200,000.00 x 30% (Purchaser Equity Percentage), for a total of $60,000.00.

(f) "**Purchase Price**" shall mean the amount paid or financed by Purchaser to Project Owner for the purchase of the Residence at or about the date the Retained Equity Agreement is recorded with respect to the Residence.

(g) "**Senior Loan**" shall mean the loan existing on the date hereof secured by a first priority deed of trust.

(h) "**UHC Equity Payment**" shall mean an amount equal to the (i) (A) Fair Market Value of the Residence minus (B) the Purchase Price multiplied by (ii) (A) 100% less (B) the Purchaser Equity Percentage.

For example, if (1) the Fair Market Value is $500,000.00, (2) the Purchase Price was $300,000.00, and (3) and Purchaser has an Occupancy Period of 28 months, the UHC Equity Payment would be calculated as follows:

$500,000.00 (Fair Market Value) - $300,000.00 (Purchase Price) = $200,000.00 x (100% - 30% (Purchaser Equity Percentage)), which equals 70%, for a total of $140,000.00.

2. At the election of Purchaser, upon at least thirty (30) days' prior written notice to Utah Housing, Purchaser may payoff the UHC Equity Payment owed pursuant to this Agreement to Utah Housing so long as Purchaser has owned and resided in the Residence for at least five (5) years, beginning as of the date the Retained Equity Agreement is recorded with respect to the Residence. If Purchaser makes the election to pay off the UHC Equity Payment, the Fair Market Value of the Residence shall be determined by an appraisal paid for by Purchaser and acceptable in all respects to Utah Housing, including, form, substance and amount. The appraisal shall be prepared by an independent, state-licensed or certified appraiser, with experience in valuing similar properties in the applicable market.

3. Purchaser agrees to give Utah Housing at least thirty (30) days' written notice prior to any contemplated sale of the Residence. Purchaser agrees to provide a copy of any purchase agreement for any sale of the Residence and any addendums to the purchase agreement or related appraisals to Utah Housing within five (5) days after the purchase agreement is fully executed. The notice and the copy of the fully executed purchase agreement and appraisal shall be delivered to Utah Housing at the address listed above or at such other address provided to Purchaser by Utah Housing. Purchaser shall not sell the Residence except for Fair Market Value. The UHC Equity Payment shall be collected by Utah Housing in conjunction with the closing of the sale of the Residence.

4. In the event that Purchaser desires to refinance the Senior Loan or take out a home equity loan, Purchaser agrees to give Utah Housing at least thirty (30) days' written notice of the contemplated

financing on the Residence. This notice shall include the name of the mortgage lender and amount of such financing, together with any "cash-out" amount to be received by Purchaser in connection with such financing. Within five (5) days after the receipt by Purchaser of any appraisal prepared in connection with such refinancing, a copy of the appraisal shall be provided to Utah Housing at the address listed above or at such address as provided to Purchaser by Utah Housing. Utah Housing may agree to subordinate the UHC Equity Payment to a deed of trust securing the new mortgage loan or home equity loan, as the case may be, so long as the amount does not exceed (a) the then Fair Market Value of the home minus (b) the sum (i) (A) of the mortgage loan refinanced or (B) the sum of the current mortgage loan and home equity loan, plus (ii) 110% of the UHC Equity Payment calculated at the time of refinance of the Senior Loan or take out of a home equity loan; provided, for the calculation of the UHC Equity Payment under this Paragraph 3, Fair Market Value shall not remove any usual and customary seller's closing costs, including recording and escrow fees, a reasonable sales commission and the premium for a standard form owner's policy of title insurance because there will be no sale of the Residence in connection with the refinance of home equity loan. Notwithstanding the foregoing, Utah Housing shall not be obligated to sign a subordination agreement that contains terms not acceptable to Utah Housing in its sole discretion.

5. Purchaser will reimburse Utah Housing for all costs, expenses and reasonable attorneys' fees and costs, expended or incurred by Utah Housing in enforcing this Agreement, including but not limited to fees and costs for negotiation, litigation and bankruptcy representation.

6. Purchaser may not assign its obligations hereunder. Utah Housing may assign its rights hereunder without the consent of Purchaser. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. This Agreement expresses the entire understanding of the parties hereto and may not be altered or be amended except with the written consent of each of the parties.

8. Purchaser and Utah Housing agree that they do not intend to be partners in the ownership of the Residence and that this Agreement shall not be interpreted as a partnership agreement. Purchaser acknowledges that the sole purpose of this Agreement is to allow Utah Housing, for the consideration specified in Paragraph 1 above, to share a portion of the equity at the time of a re-sale of the Residence.

9. Purchaser and Utah Housing intend, declare and covenant that the covenants, terms, provisions, and restrictions set forth in this Agreement shall run with the land and shall bind, and the benefits and burdens shall inure to, Purchase and Utah Housing, and their respective successors and assigns, and all subsequent owners of the Residence or any interest therein, unless and until specifically released by Utah Housing by recorded instrument with respect to the Residence, and shall specifically survive any termination or release of the Land Use Restriction Agreement by Utah Housing with respect to the Residence.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have signed this Retained Equity Agreement as of the day and year first above written.

PURCHASER:

[Name #1]

[Name #2]

Dated: _____, 20__

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____[Name #1], Purchaser.

NOTARY PUBLIC
Residing at:
My commission expires:

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____[Name #2], Purchaser.

NOTARY PUBLIC
Residing at:
My commission expires:

UTAH HOUSING: UTAH HOUSING CORPORATION

By:_____
[Name]
Its:

Dated: _____, ___, 20__

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ _____, the _____ of Utah Housing Corporation, a Utah public corporation.

_____
NOTARY PUBLIC
Residing at:
My commission expires:

Exhibit A

Description of Property

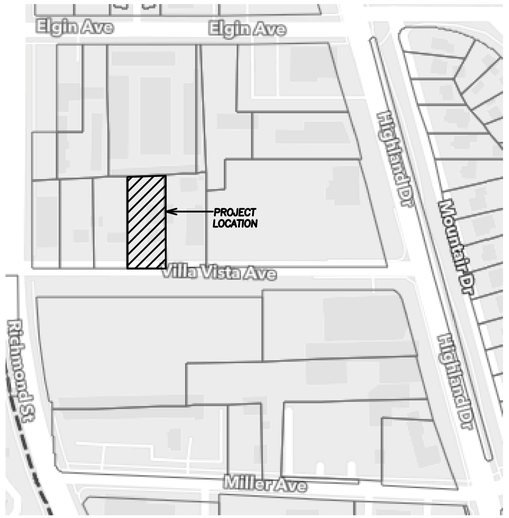
That certain real property located in _____ County more particularly described as follows:

Tax ID # _____

KEYED NOTES

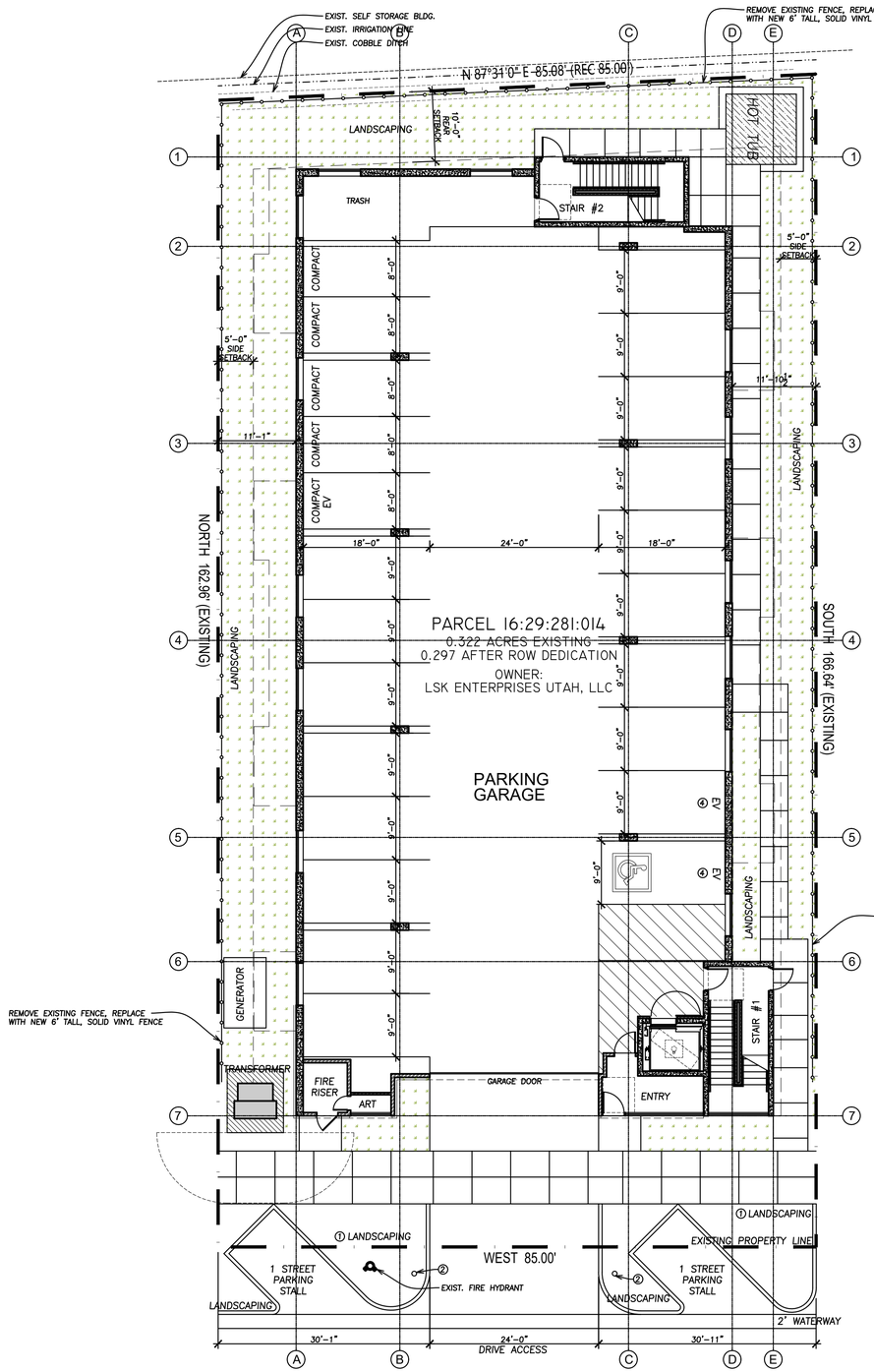
1. PAPERBARK MAPLE STREET TREES REQUIRED ALONG VILLA VISTA AVENUE. TREE SIZE SHALL BE A MINIMUM OF TWO INCH CALIPER AT TIME OF PLANTING. A PERMIT MUST BE OBTAINED FROM MILLCREEK CITY BEFORE PLANTING ANY TREE IN A PARKSTRIP. TREES MUST HAVE THE FOLLOWING SETACKS:
   - 5' FROM DRIVEWAY
   - 10' FROM NON-TRAFFIC CONDUCTING SIGNAGE
   - 10' FROM FIRE HYDRANT
   - 15' FROM UTILITY POLE AND/OR LIGHT
   - 30' FROM AN INTERSECTION WITH TRAFFIC LIGHTS
   - 15' FROM A TREE THAT IS SMALL IN SIZE AT MATURITY
   - 20' FROM A TREE THAT IS MEDIUM IN SIZE AT MATURITY
   - 30' FROM A TREE THAT IS LARGE IN SIZE AT MATURITY

   COORDINATE TREES WITH LANDSCAPE PLANS.
2. ALL STREET LIGHTING ON NEIGHBORHOOD STREETS AND MILLCREEK COMMON STREET SHALL UTILIZE THE STREETLIGHT SHOWN AT B/A-101.1. COORDINATE LOCATION WITH C5
3. UTILITIES MUST BE BURIED UNDERGROUND
4. PARKING STRUCTURES SHALL INCLUDE ONE 220V ELECTRIC VEHICLE CHARGING STATION PER EACH 10 STALLS.
5. BUILDING TO BE DESIGNED TO BE AT LEAST 5% BETTER THAN THE STATE-ADOPTED INTERNATIONAL ENERGY CONSERVATION CODE AND ASHRAE STANDARDS.



C A-100.1 VICINITY MAP
SCALE: 1" = 10'

B A-100.1 TYPICAL STREET LIGHT
SCALE: 1" = 10'



A A-100.1 SITE PLAN
SCALE: 1" = 10'

ZONE = C-3

PARKING COUNT

17 STANDARD PARKING STALLS (1 OF WHICH IS EV)
1 ACCESSIBLE PARKING STALL (1 OF WHICH IS EV)
5 COMPACT PARKING STALLS (1 OF WHICH IS EV)
TOTAL STALLS IN PARKING GARAGE = 23

2 PARKING STALLS ON-STREET = 2
TOTAL PARKING STALLS = 25 (1.1 STALLS PER UNIT)

UNIT COUNT

23 2-BEDROOM UNITS
23 TOTAL UNITS

TABULATION TABLE

14,008 LOT AREA, EXISTING
-1,158 ROW DEDICATION
12,850 NEW LOT AREA

8,299 BUILDING FOOTPRINT (LEVEL 1)
64.6% LOT COVERAGE

3,476 SQ. FT. LANDSCAPED AREA
REQUIRED OPEN SPACE IS 20% OF LOT = 2,599 SQ. FT.
PROVIDED OPEN SPACE:
3,476 SQ. FT. LEVEL 1 OPEN SPACE (27%)

COMMERCIAL FRONTAGE

TOTAL FRONTAGE = 67'-10"
COMMERCIAL FRONTAGE = 38'-10"
57% TOTAL COMMERCIAL FRONTAGE

REQUIRED AMENITIES

23 UNITS REQUIRES 1 AMENITY SPACE PER TABLE 19.44-4

PROVIDED:
COMMON DECK = 1,758 SQ. FT.
CLUBROOM WITH SITTING AREA, TV, FIREPLACE, AND SERVING AREA = 1,153 SQ. FT.
FITNESS ROOM = 981 SQ. FT.
HOT TUB = 100 SQ. FT.
TENANT STORAGE = 978 SQ. FT.

BUILDING AREA

INCLUDING COMMON DECKS AND UNIT DECKS

LEVEL 1 (PARKING) = 8,270 SQ. FT.
LEVEL 2 = 8,908 SQ. FT.
LEVEL 3 = 9,175 SQ. FT.
LEVEL 4 = 9,175 SQ. FT.
LEVEL 5 = 9,175 SQ. FT.

SUMMARY TABLE

TOTAL LANDSCAPE AREA = 3,476 SQ. FT. (SEE TABULATION TABLE ABOVE.)

TOTAL PARKING AREA = 8,299 SQ. FT. (SEE PARKING COUNT ABOVE.)

TOTAL AMENITY AREA = 4,970 SQ. FT. (SEE REQUIRED AMENITIES ABOVE.)

TOTAL RESIDENTIAL AREA = 29,120 SQ. FT.

SEE ELEVATIONS FOR MATERIAL, DOOR, AND WINDOW PERCENTAGES

NORTH

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

MC29 - CONDO HOMES
1285 E Villa Vista Ave.
Millcreek, UT

REVISIONS:

NO.	DATE	DESCRIPTION

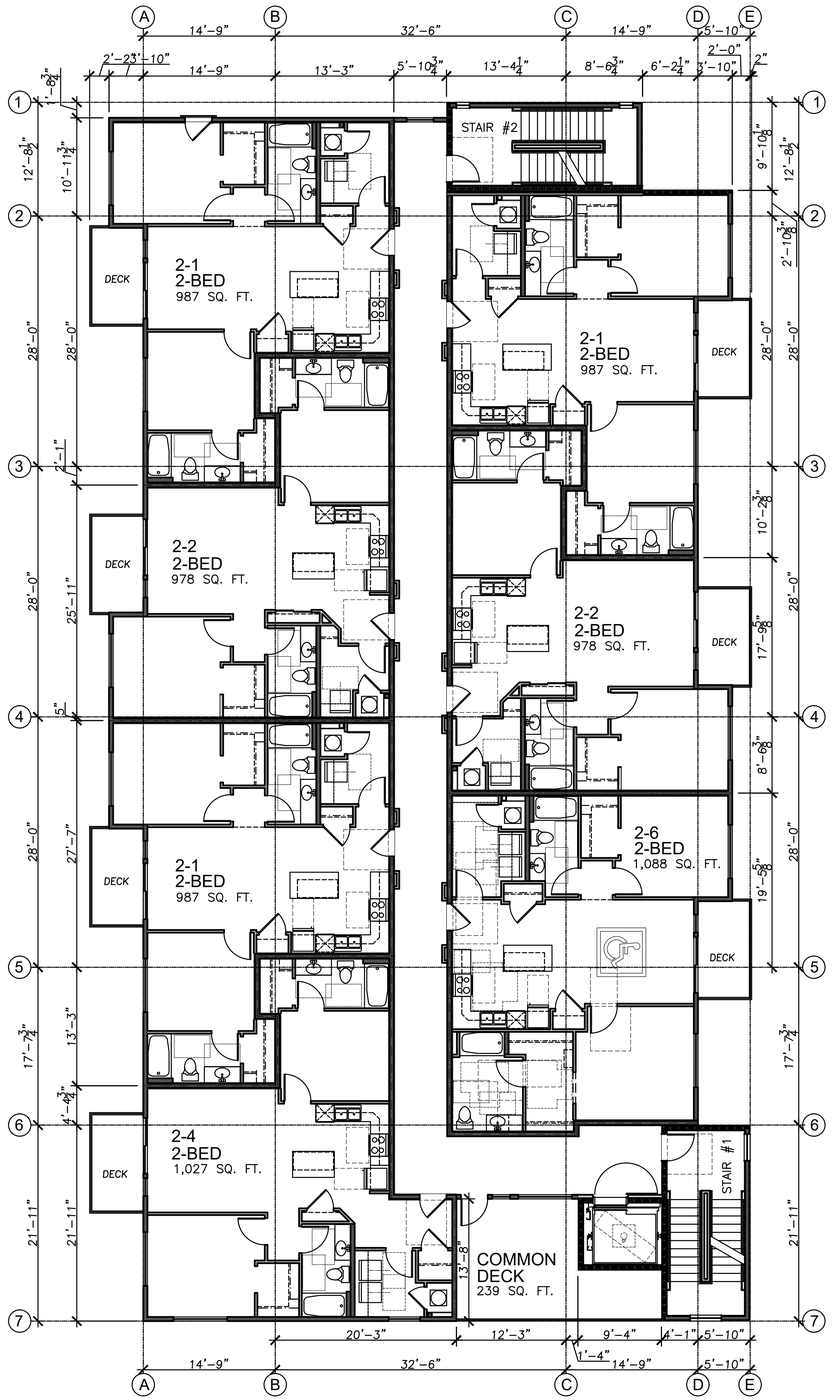
ISSUED: Mar. 17, 2026

NO.	DATE	DESCRIPTION

DRAWN BY:
CHECKED BY:
DESIGNED BY:

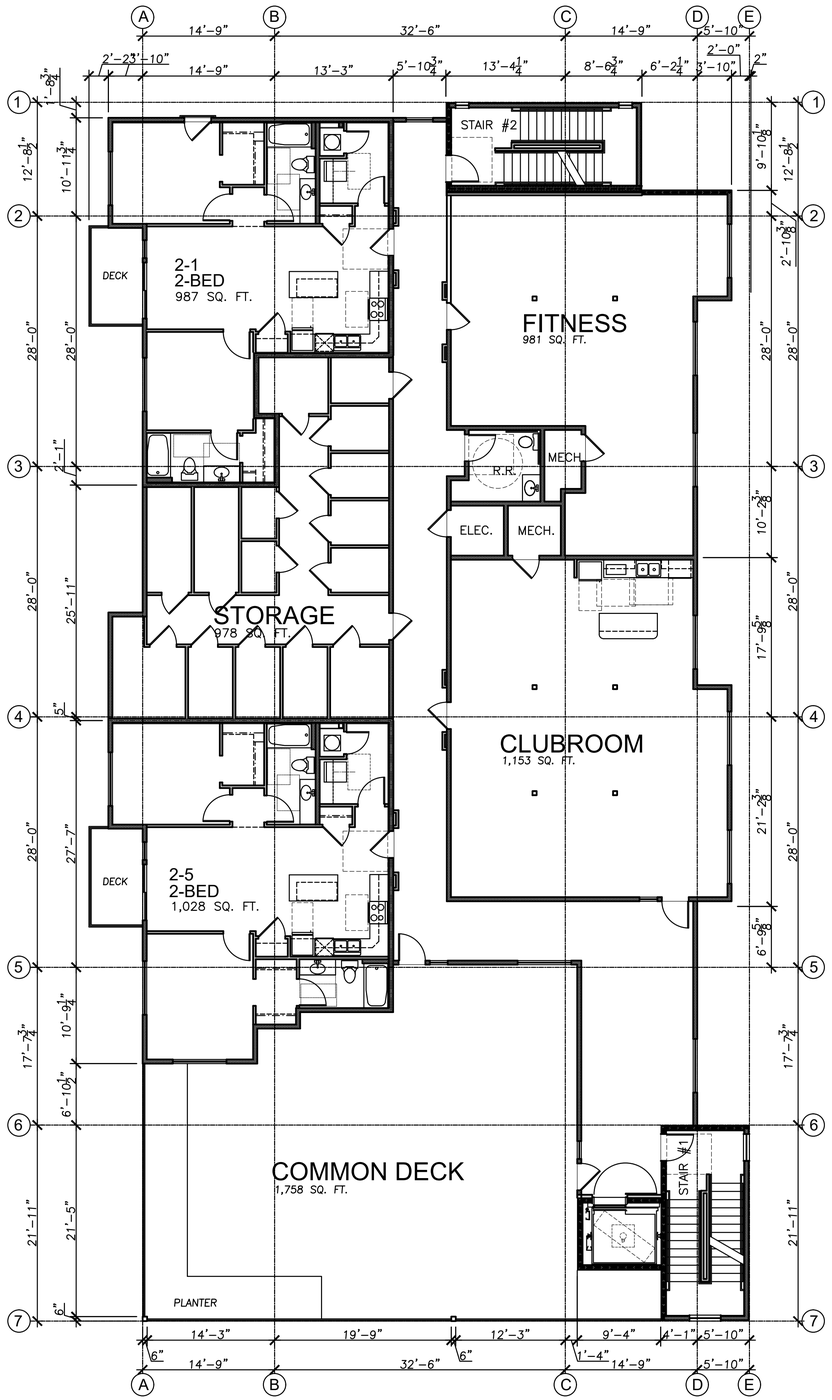
SHEET TITLE:
SITE PLAN

SHEET NUMBER:
A-100.1



B A-101.1 FLOOR PLAN - LEVEL 3
SCALE: 1/8" = 1'-0"

NORTH



A A-101.1 FLOOR PLAN - LEVEL 2
SCALE: 1/8" = 1'-0"

NORTH

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

MC29 - CONDO HOMES

1285 E Villa Vista Ave.
Millcreek, UT

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: Mar. 17, 2026

NO.	DATE	DESCRIPTION

DRAWN BY:

CHECKED BY:

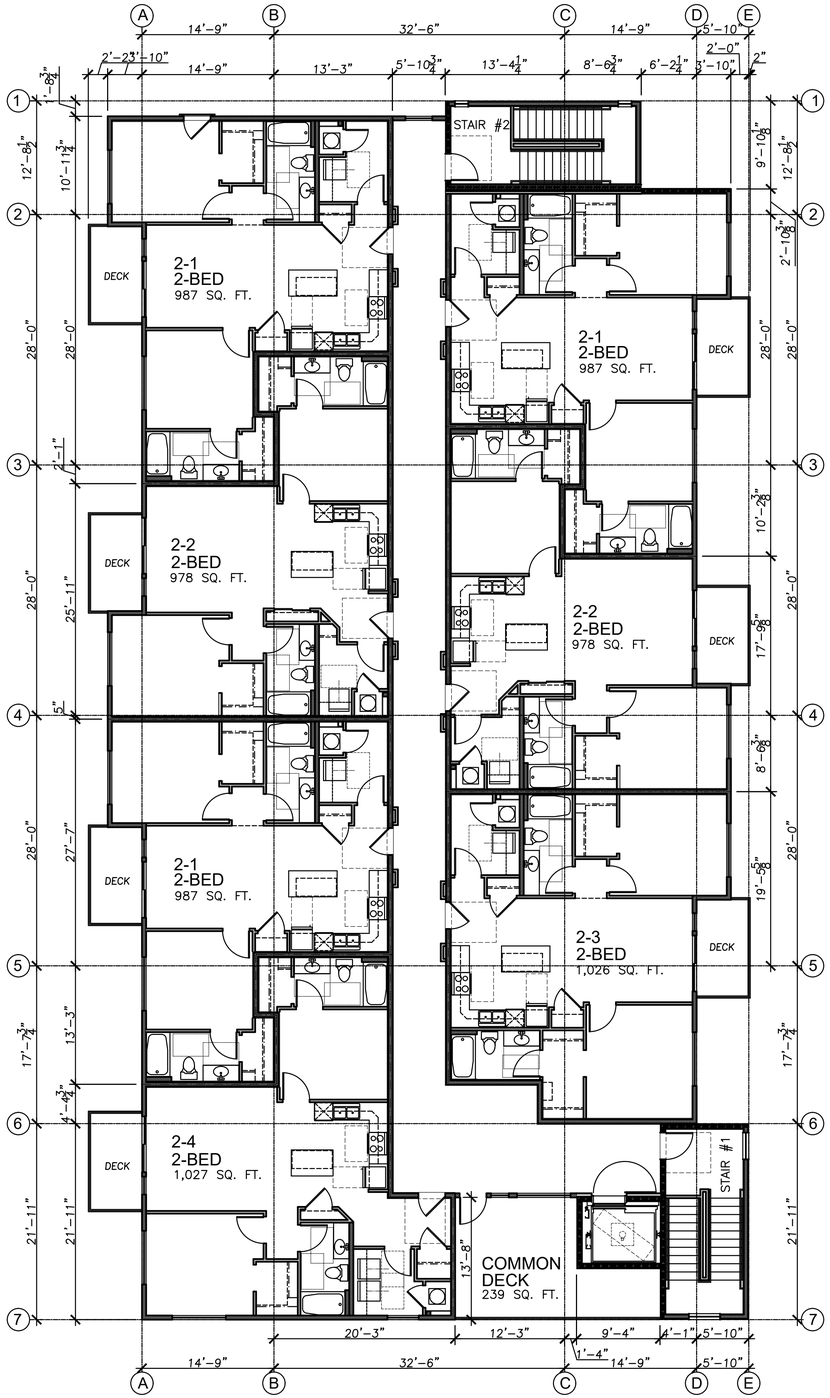
DESIGNED BY:

SHEET TITLE:

FLOOR PLANS
LEVELS 2 AND 3-5

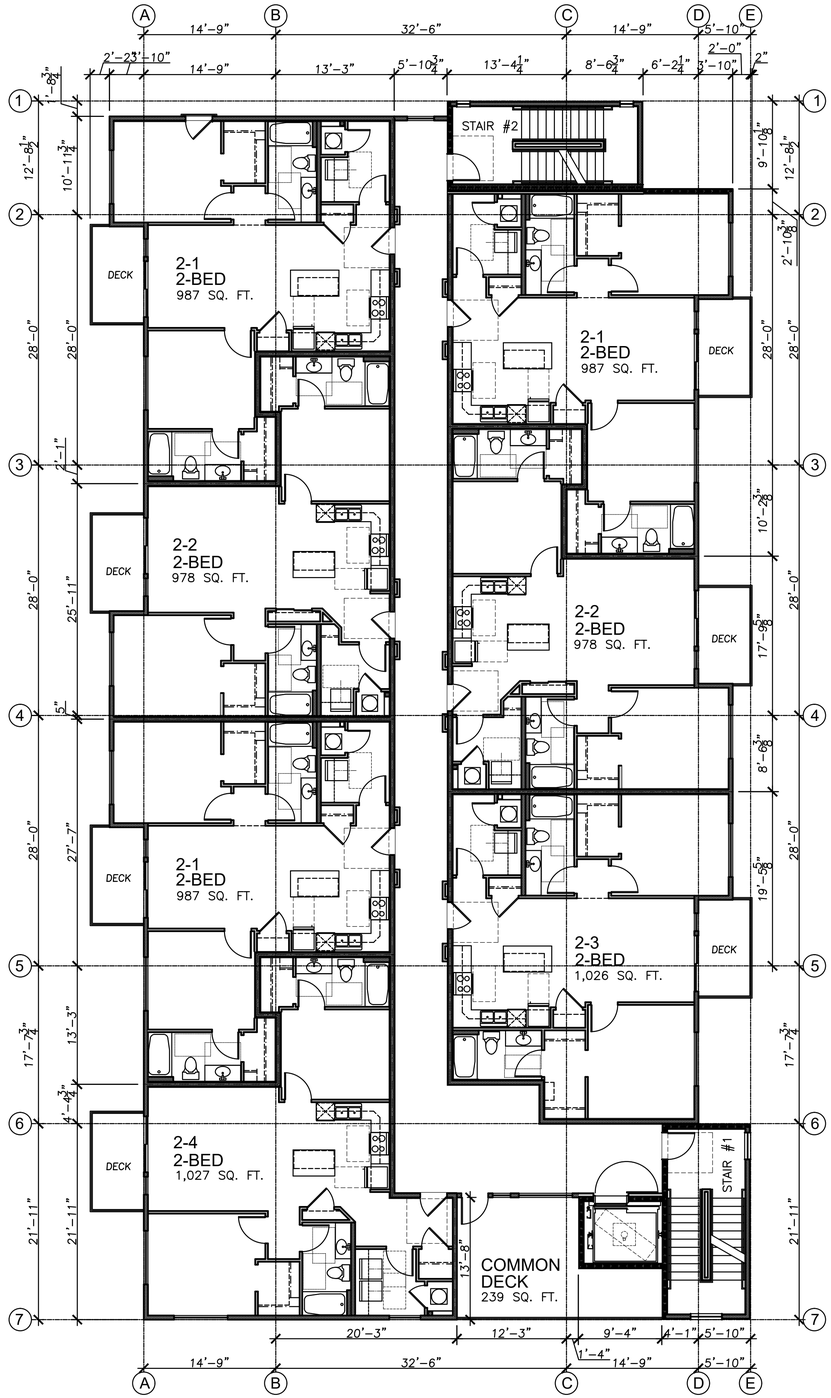
SHEET NUMBER:

A-101.1



B A-101.2 FLOOR PLAN - LEVEL 5
SCALE: 1/8" = 1'-0"

NORTH



A A-101.2 FLOOR PLAN - LEVEL 4
SCALE: 1/8" = 1'-0"

NORTH

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

CODE OFFICIAL STAMP:

PROJECT NAME:

MC29 - CONDO HOMES

1285 E Villa Vista Ave.
Millcreek, UT

REVISIONS:

NO.	DATE	DESCRIPTION

ISSUED: Mar. 17, 2026

NO.	DATE	DESCRIPTION

DRAWN BY:

CHECKED BY:

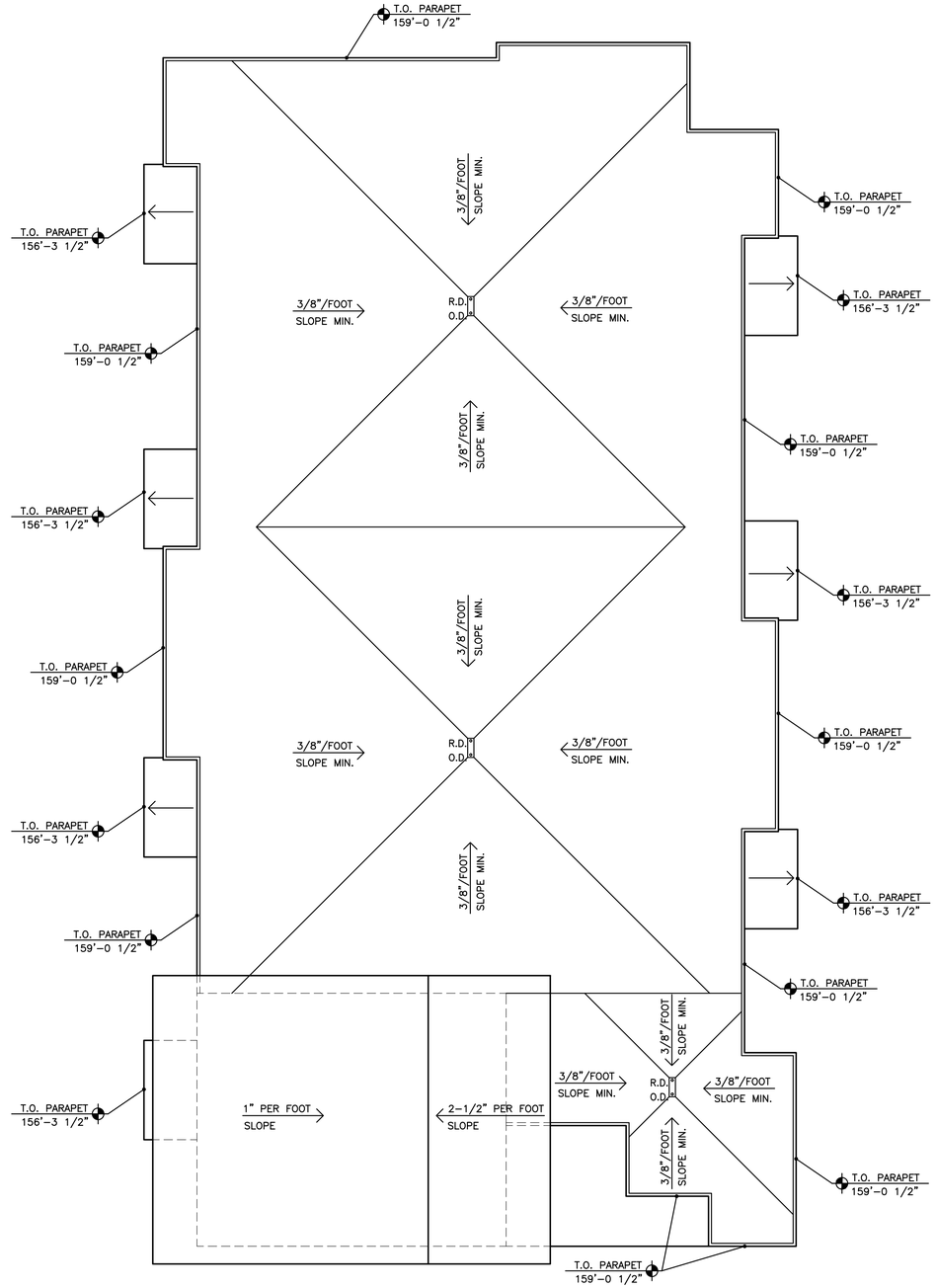
DESIGNED BY:

SHEET TITLE:

FLOOR PLANS
LEVELS 3 AND 4

SHEET NUMBER:

A-101.2



A / A-101.3 ROOF PLAN
SCALE: 1/8" = 1'-0"

NORTH

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

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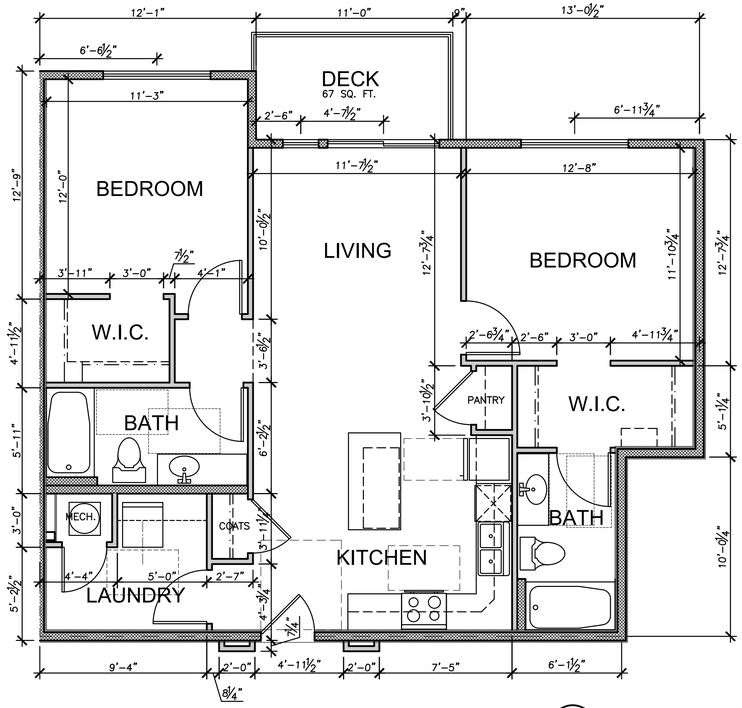
SHEET TITLE:

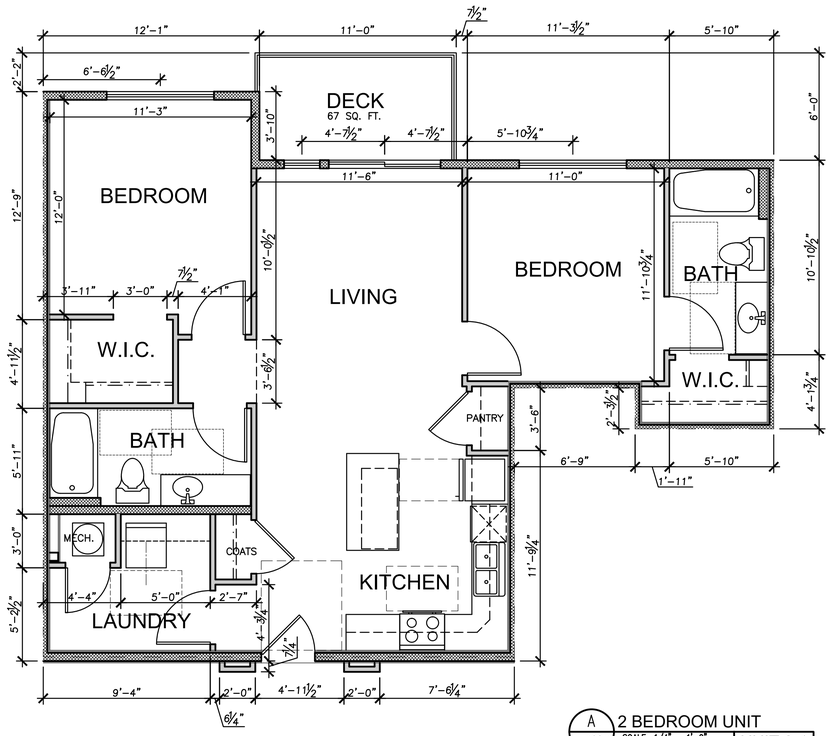
FLOOR PLANS
LEVELS 5 AND 6

SHEET NUMBER:

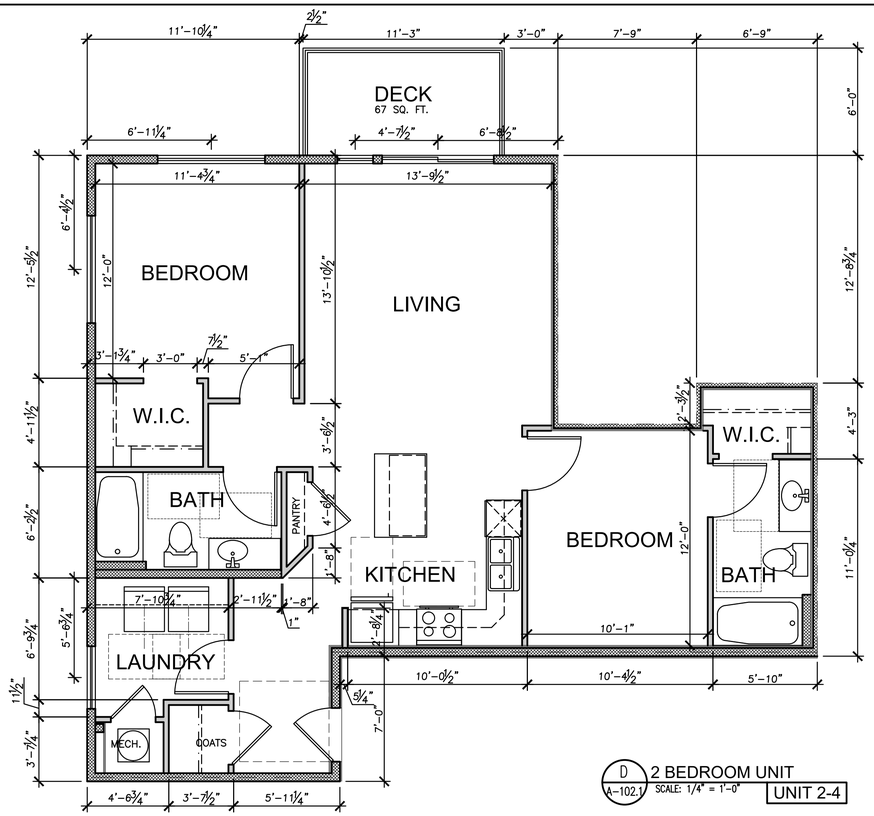
A-101.3



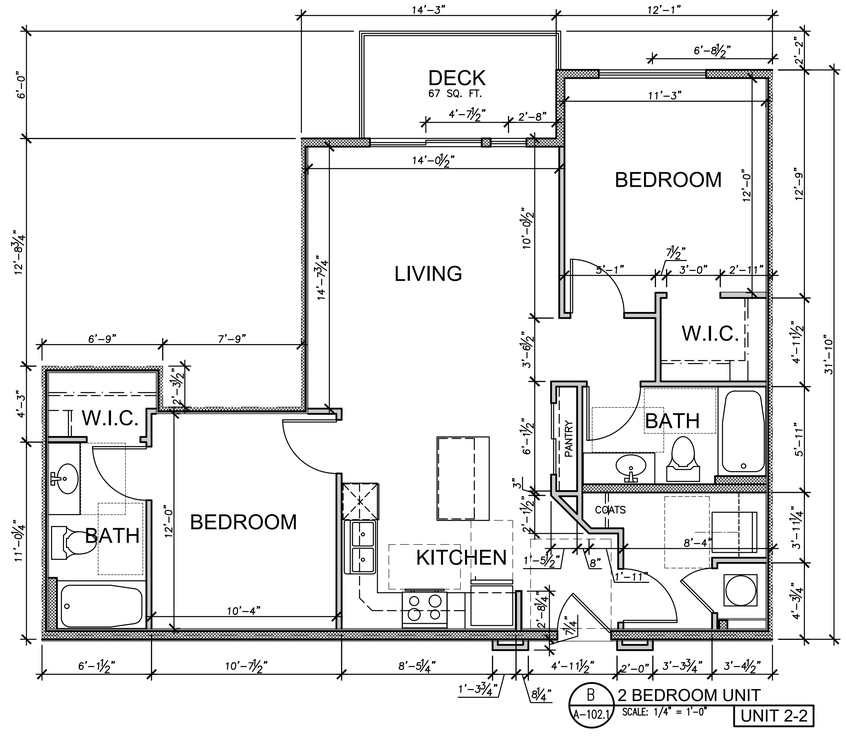
C A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-3



A A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-1



D A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-4



B A-102.1 2 BEDROOM UNIT
SCALE: 1/4" = 1'-0"
UNIT 2-2

ARCHITECT'S INFORMATION:
RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
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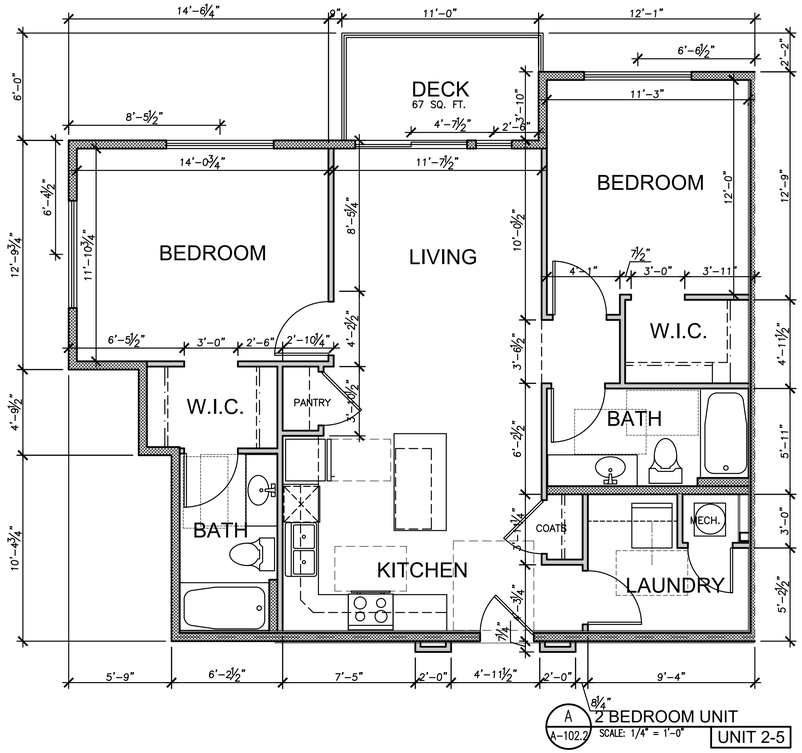
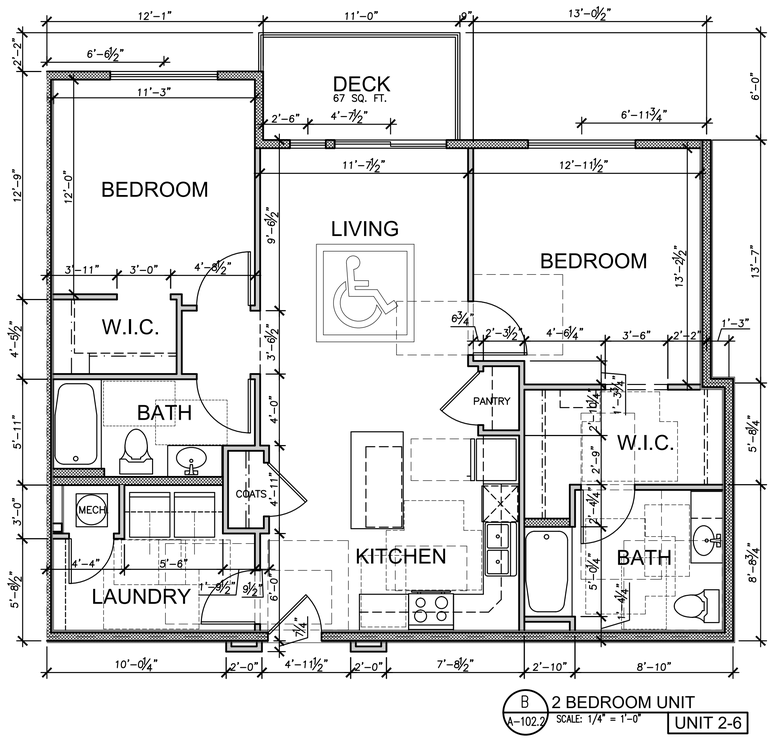
CHECKED BY:
DESIGNED BY:

SHEET TITLE:
ENLARGED UNIT PLANS

SHEET NUMBER:
A-102.1





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SALT LAKE CITY, UTAH 84103
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CHECKED BY:

DESIGNED BY:

SHEET TITLE:

ENLARGED UNIT PLANS

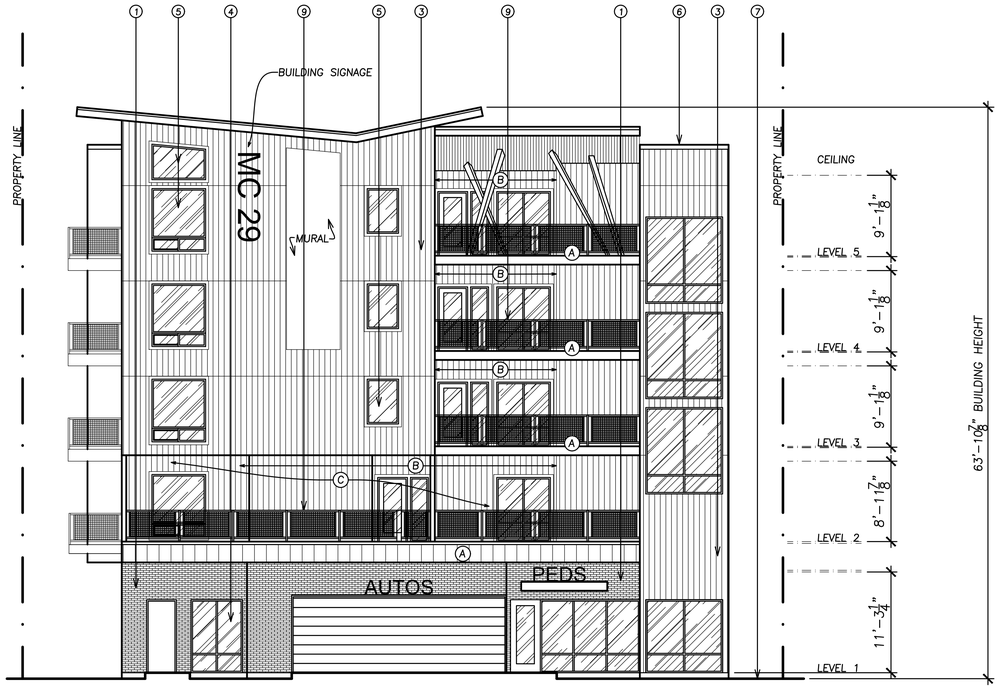
SHEET NUMBER:

A-102.2

LEGEND

1. BRICK VENEER
2. STANDING SEAM METAL
3. 7.2 METAL PANEL SIDING
4. ALUMINUM STOREFRONT GLAZING SYSTEM
5. VINYL WINDOW
6. GALVANIZED SLOPED METAL CAP FLASHING WITH DRIP EDGE.
7. FINISH GRADE PER CIVIL DRAWINGS
8. EXPOSED CONCRETE
9. 42" TALL POWDER COATED RAILINGS

DESIGN FEATURES:
(A.) VISUAL BREAKS ALONG THE STREET-FACING FACADE SUCH AS HORIZONTAL ARTICULATION IN THE PLANE OF THE FACADE BY AT LEAST TWO FEET.
(B.) INDENTATIONS/RECESSES AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES AT 100-FOOT INTERVALS.
(C.) USABLE TERRACES (A LARGER BALCONY INTENDED AS A PRIVATE RESIDENT LEISURE SPACE) AT LEAST 10 FEET IN DEPTH ALONG THE STREET FACING FACADES.



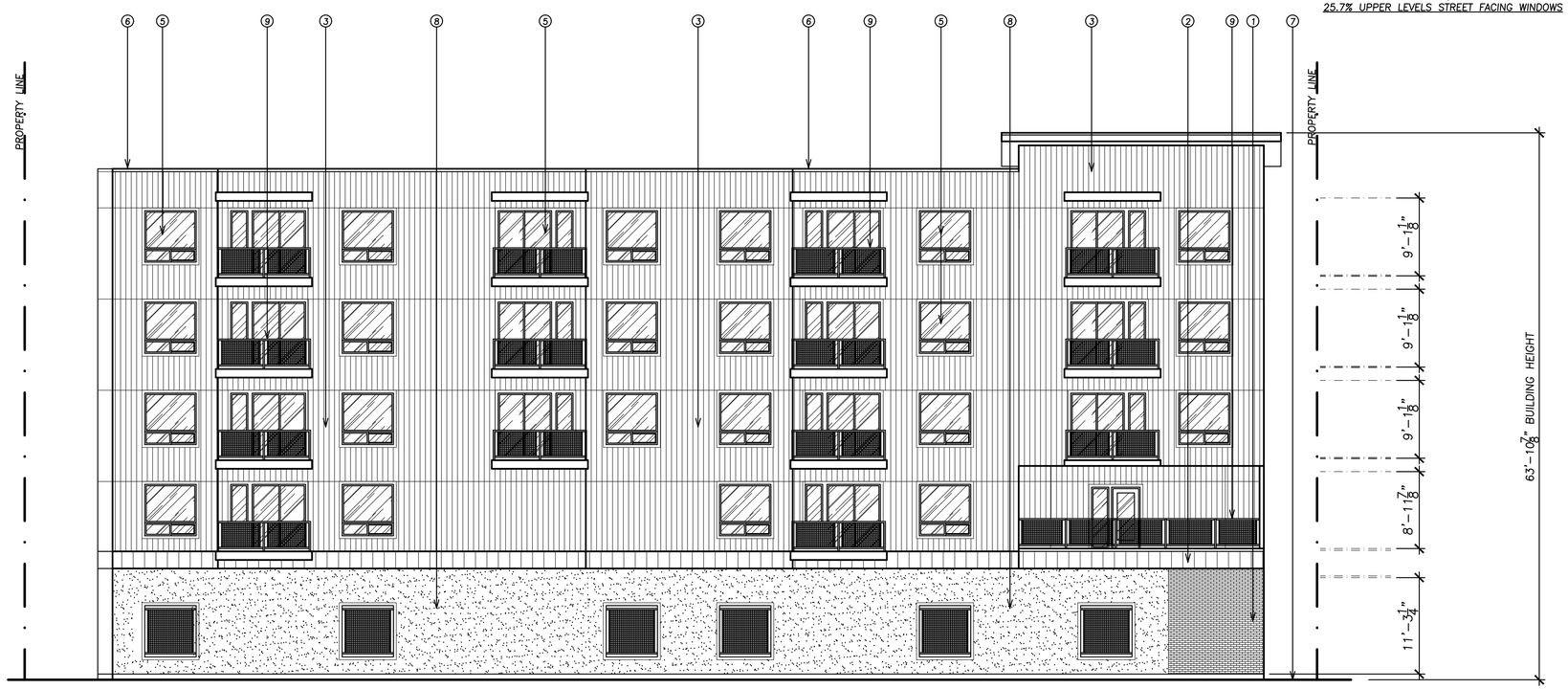
LEVEL 1 MATERIAL AREA
BRICK = 86% LEVEL 1 EXCLUDING DOORS AND WINDOWS

LEVEL 1 WINDOW AREA
FACADE AREA (SOUTH FACING) = 882 SQ. FT.
TOTAL SOUTH FACING OPENINGS (WINDOWS AND DOORS) = 455 SQ. FT.
51.6% LEVEL 1 STREET FACING WINDOWS

UPPER LEVELS WINDOW AREA
FACADE AREA = 3,126 SQ. FT.
WINDOW AREA = 802 SQ. FT.
25.7% UPPER LEVELS STREET FACING WINDOWS

SOUTH ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,257 SQ. FT. (35.9%)
7.2 METAL PANEL SIDING = 1,822 SQ. FT. (52.1%)
BRICK = 304 SQ. FT. (8.7%)
STANDING SEAM METAL = 116 SQ. FT. (3.3%)
TOTAL = 3,499 SQ FT.

A / A-201.1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,625 SQ. FT. (23.6%)
7.2 METAL PANEL SIDING = 3,607 SQ. FT. (52.3%)
EXPOSED CONCRETE = 1,255 SQ. FT. (18.2%)
BRICK = 138 SQ. FT. (2.0%)
STANDING SEAM METAL = 269 SQ. FT. (3.9%)
TOTAL = 6,894 SQ FT.

B / A-201.1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

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DRAWN BY:
CHECKED BY:
DESIGNED BY:

SHEET TITLE:
ELEVATIONS
SOUTH AND WEST

SHEET NUMBER:
A-201.1

LEGEND

1. BRICK VENEER
2. STANDING SEAM METAL
3. 7.2 METAL PANEL SIDING
4. ALUMINUM STOREFRONT GLAZING SYSTEM
5. VINYL WINDOW
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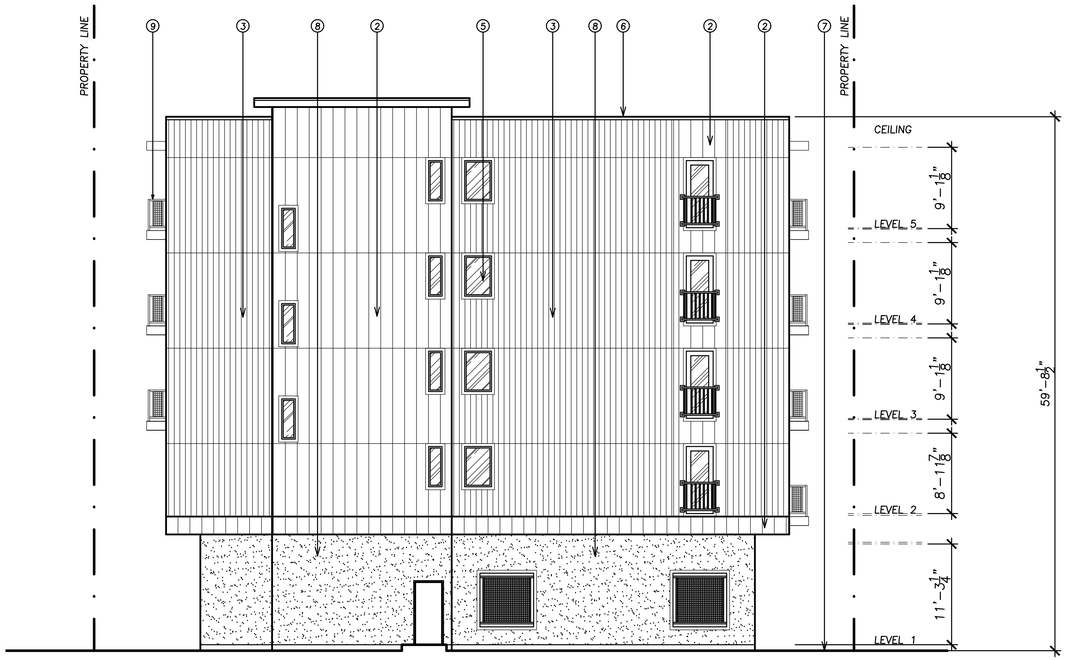
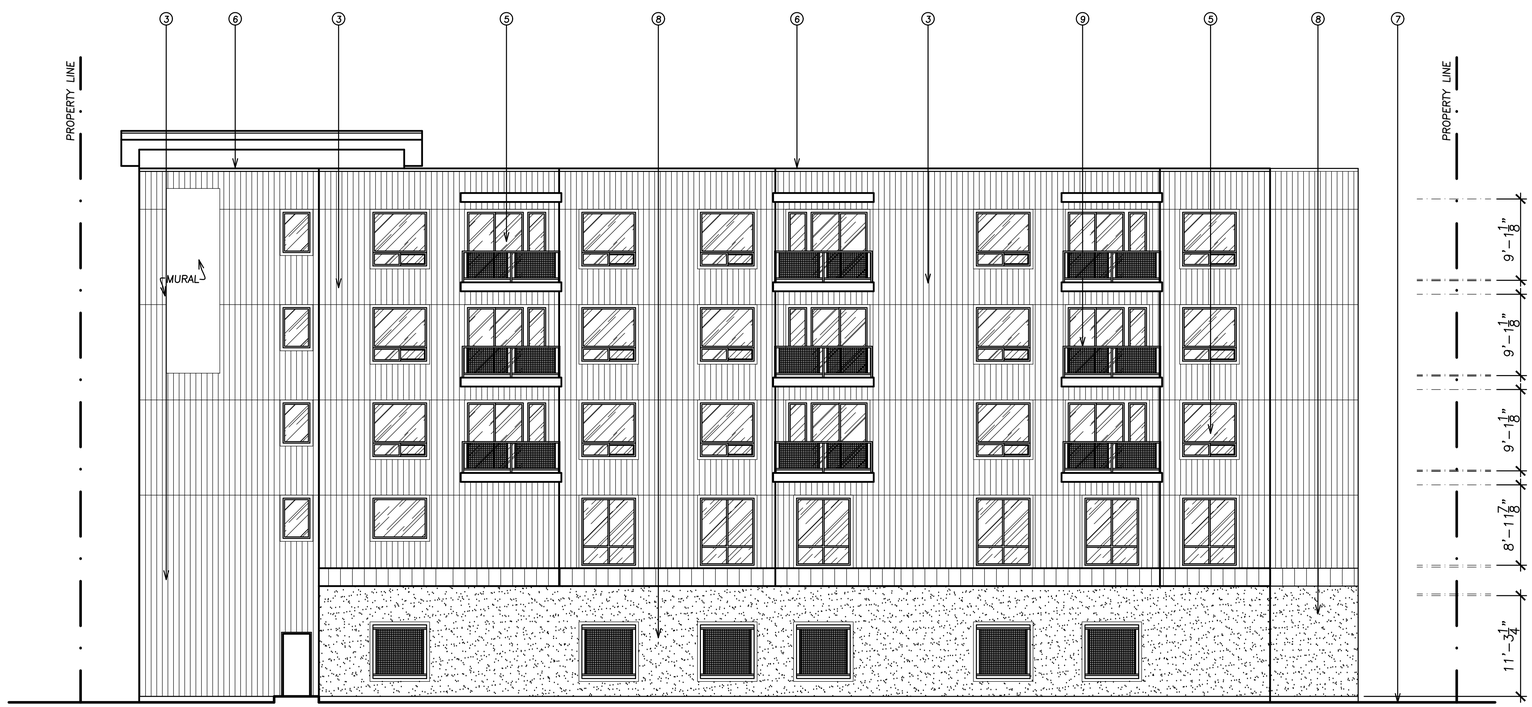


NORTH ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 214 SQ. FT. (5.6%)
7.2 METAL PANEL SIDING = 1,866 SQ. FT. (48.5%)
EXPOSED CONCRETE = 652 SQ. FT. (16.9%)
STANDING SEAM METAL = 1,117 SQ. FT. (29%)
TOTAL = 3,849 SQ FT.

A / A-201.2 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION MATERIAL AREA:
WINDOWS AND DOORS = 1,425 SQ. FT. (20.2%)
7.2 METAL PANEL SIDING = 4,216 SQ. FT. (59.9%)
EXPOSED CONCRETE = 1,166 SQ. FT. (16.6%)
STANDING SEAM METAL = 232 SQ. FT. (3.3%)
TOTAL = 7,039 SQ FT.

B / A-201.2 EAST ELEVATION
SCALE: 1/8" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELLPLATT ARCHITECTURE

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
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CHECKED BY:

DESIGNED BY:

SHEET TITLE:

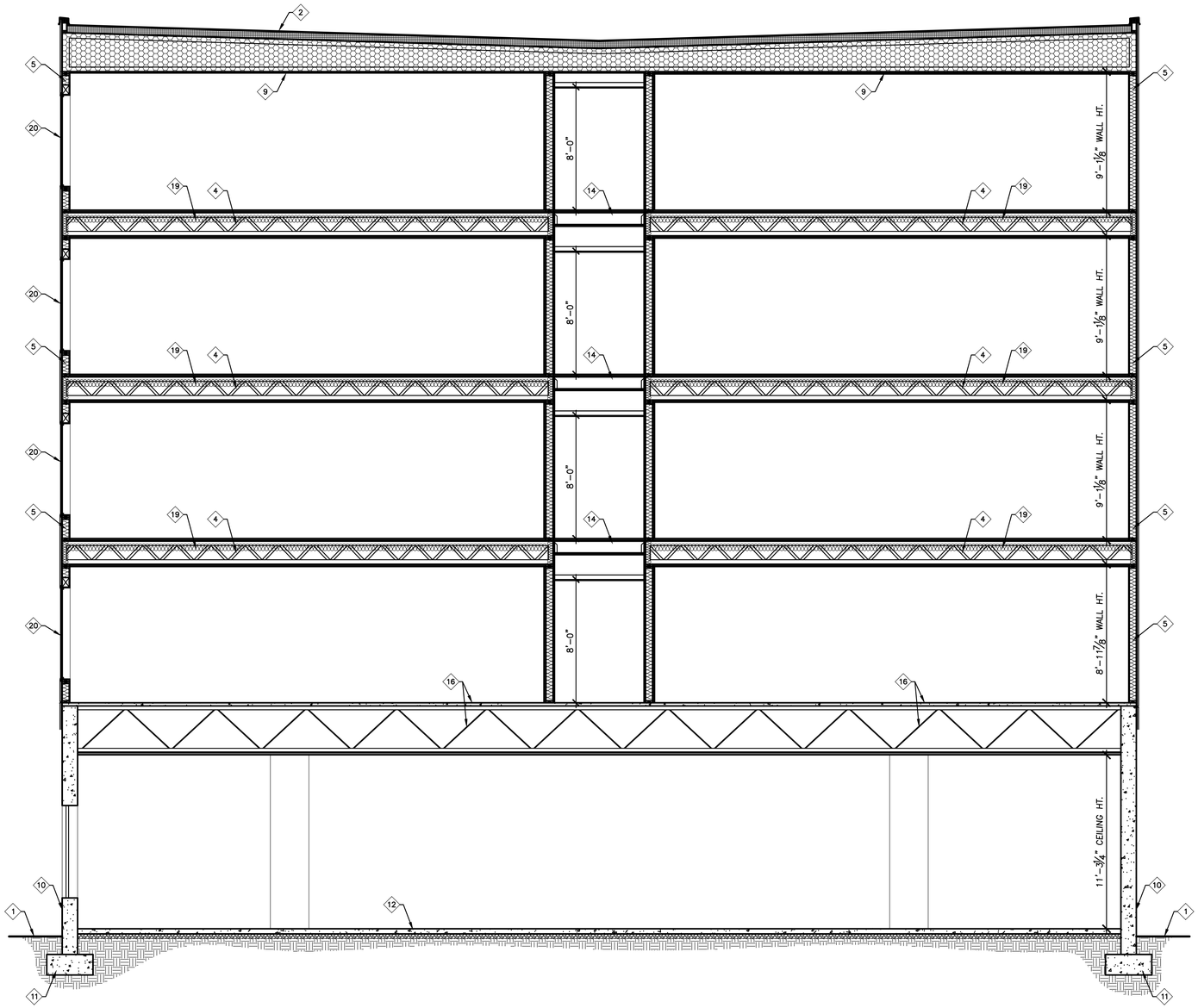
ELEVATIONS
NORTH AND EAST

SHEET NUMBER:

A-201.2

KEY NOTES

1. FINISH GRADE PER CIVIL DRAWINGS.
2. ROOF FRAMING PER STRUCTURAL PLANS, WITH 5" OF RIGID POLYISOCYANURATE INSULATION (R-20 MINIMUM) WITH A GLASS REINFORCED FACER ON BOTH SIDES TO BE INSTALLED OVER STRUCTURAL SHEATHING AND UNDER ROOFING MEMBRANE. AIR MOISTURE VAPOR PERMEANCE < 1, CLASS II VAPOR BARRIER. CLASS B ROOF ASSEMBLY-MECHANICALLY ATTACHED 60 MIL TPO MEMBRANE INSTALLED OVER RIGID INSULATION PER STRUCTURAL DRAWINGS. INSTALL ROOFING SYSTEM PER MANUFACTURER'S SPECIFICATIONS, TO ESTABLISH 20 YEAR NO DOLLAR LIMIT WARRANTY.
3. OVER-BUILD ROOF FRAMING (TRUSSES), SEE STRUCTURAL.
4. OPEN WEB WOOD FLOOR TRUSS WITH T&G FLOOR SHEATHING, PER STRUCTURAL
5. 2x6 WOOD FRAMED WALL. SHT'G. & STUD SPACING PER STRUCTURAL.
6. 2x4 AT 16" O.C. WOOD FRAMED WALL. WALLS FURRED OUT, OR CEILINGS FURRED DOWN AT FIRE-RATED WALL OR FLOOR/CEILING ASSEMBLIES ARE REQUIRED TO BE OF NON-COMBUSTIBLE FRAMING.
7. 2x6 AT 16" O.C. WOOD FRAMED UNIT SEPARATION WALL. 1-HOUR FIRE-RATED AND 50 STC MIN. SOUND RATING BETWEEN UNITS AND BETWEEN CORRIDOR/UNITS PER C/A-301.4. SEE NOTE #22 FOR GYP. BOARD AND RESILIENT CHANNEL REQUIREMENTS FOR UNIT SEPARATION WALLS.
8. 2x6'S AT 16" O.C. AT ALL NON BR'G PLUMBING WALLS. SEE STRUCTURAL PLANS FOR LOCATIONS & DETAILS OF INTERIOR BEARING WALLS.
9. (2) LAYERS 5/8" TYPE X GYPSUM BOARD. UPPER LEVEL CEILING IS A 1-HR. RATED ASSEMBLY PER G/A-305.1. MECHANICAL DUCTS THAT PENETRATE UPPER LEVEL CEILING SHALL HAVE FIRE DAMPER.
10. REINFORCED CONCRETE FOUNDATION WALL, SEE STRUCTURAL PLANS.
11. CONCRETE CONTINUOUS FOOTING, SEE STRUCTURAL PLANS.
12. C.I.P. CONC. SLAB ON GRADE, SEE STRUCTURAL. SEE 1.1 GENERAL NOTES AA ON SHEET T-101.3
13. (1) LAYER 5/8" TYPE X GYPSUM BOARD W/ RESILIENT CHANNEL AT FLOOR/CEILINGS FOR 1 HOUR ASSEMBLY, PER DET. "D" ON SHEET A-305.1
14. 2x FRAMED CORRIDORS, SEE STRUCTURAL. (2) LYRS. TYPE X GYP. BD. AT UNDERSIDE OF TRUSSES FOR 1-HR. FIRE-RATED ASSEMBLY. SEE DETAIL B/A-305.1
15. *TYVEK WRAP WITH (1) LAYER GRADE 'D' FELT OVER APPLIED SHINGLE STYLE. FULL TYVEK CERTIFIED SYSTEM APPLIED SHINGLE STYLE (INCLUDES TYVEK WRAP, WINDOW AND PENETRATION FLASHINGS, AND CAP FASTENERS), OVER SHEATHING PER STRUCTURAL.*
16. OPEN WEB STEEL FLOOR TRUSS WITH 3" RIB METAL LATH AND 2-1/2" CONCRETE SLAB, PER STRUCTURAL
17. DURADECK MEMBRANE. EXTEND UP WALLS 6" MIN. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. SLOPE DECKS TO DECK EDGE, 1/4"/FOOT MIN.
18. BLOWN-IN INSULATION. MIN. R-38 REQUIRED. FILL ENTIRE ATTIC.
19. 3½" MIN. BATT FLOOR/CLG. INSULATION IN JOIST SPACES. SOUND INSULATE AROUND ALL TOILET DRAIN PIPES FROM FIXTURE DOWN TO SLAB. SOUND INSULATE AROUND ALL ROOF DRAINS IN CAVITIES ADJACENT TO DWELLING UNITS.
20. DBL. GLAZED VINYL WINDOW, SEE FLASHING DETAIL B/A-301.1. CAULK ALL AROUND.



A / A-301.1 BUILDING SECTION
SCALE: 1/4" = 1'-0"

ARCHITECT'S INFORMATION:

RUSSELL PLATT ARCHITECTURE
438 NORTH 300 WEST
SALT LAKE CITY, UTAH 84103
(801)-580-0181

PROFESSIONAL STAMP:

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MC29 - CONDO HOMES

1285 E Villa Vista Ave.
Millcreek, UT

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DESIGNED BY:

SHEET TITLE:
BUILDING SECTION

SHEET NUMBER:
A-301.1

MC29 - CONDO HOMES

VICINITY MAP

SHEET INDEX

C1	COVER SHEET
C2	SITE PLAN
C3	DEMOTION PLAN
C4	GRADING/DRAINAGE PLAN
C5	UTILITY PLAN
C6	EROSION CONTROL PLAN
C7	BMP DETAILS
C8	DETAIL SHEET
C9	DETAIL SHEET
C10	SALT LAKE CITY PUBLIC UTILITY NOTES

GENERAL NOTES

1. ALL CONSTRUCTION TO COMPLY WITH MILLCREEK OR APWA STANDARDS AND SPECIFICATIONS.

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Ryan Bagshaw. Contact by phone 801-214-2664 or email at rbagshaw@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

NOTES TO CONTRACTOR

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING CURB & GUTTER, STORM DRAIN, & SEWER ELEVATIONS OR INVERTS PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PLANS.
2. THE LOCATION OF EXISTING UNDERGROUND UTILITIES IS SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THESE PLANS.

REGISTERED PROFESSIONAL ENGINEER — No. 270393 — DAVID W. PETERSON — STATE OF UTAH

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description

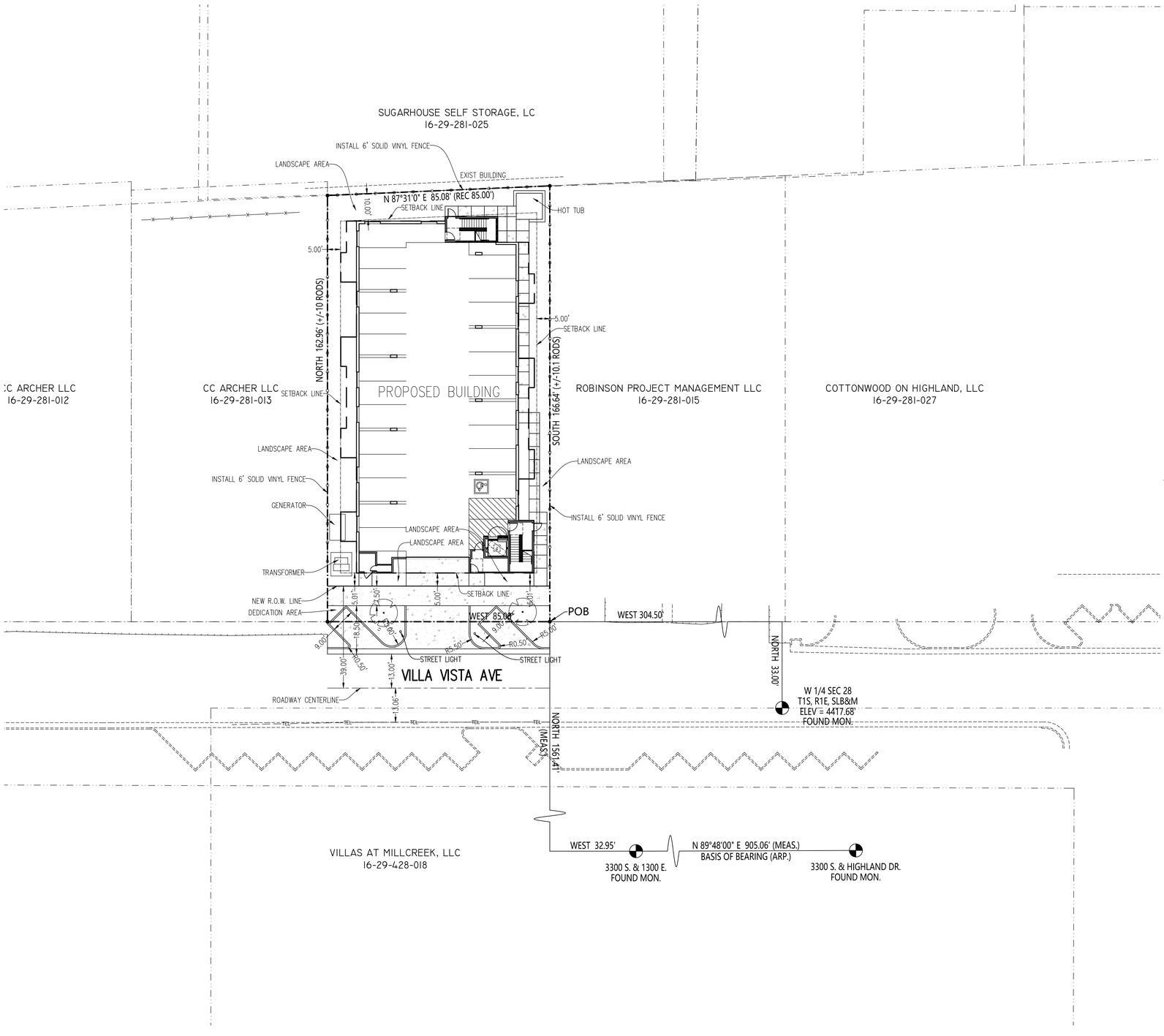
Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

MC29 - CONDO HOMES

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.	COVER SHEET	Scale: NTS
Designed by: D.W.P.		Date: 12/29/25
Checked by: D.W.P.		C1



BOUNDARY DESCRIPTION

Beginning at a point located North 33.0 feet and West 304.5 feet from the East Quarter Corner of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, said point also being located 32.95 feet and North 1561.41 feet from the monument in the intersection of 3300 South 1300 East Streets; thence West 85 feet; thence North 162.96 feet; thence North 87°31'00" East along the southerly boundary of Elgin Orchard subdivision a distance of 85.08 feet; thence South 166.64 feet to the point of beginning.

Area = 0.322 Acres

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Ryan Bagshaw. Contact by phone 801-214-2664 or email at rbagshaw@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

GENERAL NOTES

1. ZONE=C-3
2. PARCEL: 16:29:281:014
3. REQUIRED LOT COVERAGE: MAX:80%, MIN:50%, PROVIDED: 64.4%
4. PROPOSED BUILDING SQUARE FOOTAGE INCLUDING COMMON DECKS AND UNIT DECKS.
   - LEVEL 1 (PARKING) = 8,270 S.F.
   - LEVEL 2 = 8,908 S.F.
   - LEVEL 3 = 9,175 S.F.
   - LEVEL 4 = 9,175 S.F.
   - LEVEL 5 = 9,175 S.F.
5. PARKING REQUIREMENTS:
   - 23 STALLS REQUIRED/PROVIDED IN PARKING GARAGE (1) OF WHICH IS VAN ACCESSIBLE.
   - 6 GUEST PARKING REQUIRED.
   - 2 STALLS ON-STREET IN FRONT OF BUILDING
   - 4 ADDITIONAL GUEST PARKING WILL BE PROVIDED BY AGREEMENT ON AN ADJACENT PROPERTY.
6. UNIT COUNT
   - (23) 2-BEDROOM, 2 BATH UNITS.
7. REQUIRED AMENITIES
   - 23 BEDROOMS REQUIRE 1 AMENITY SPACE PER TABLE 19.44-4

   PROVIDED:
   - COMMON DECK = 1,751 S.F.
   - CLUBROOM WITH SITTING AREA, TV, FIREPLACE, AND SERVING AREA = 1,362 S.F.
   - FITNESS ROOM = 991 S.F.
   - HOT TUB = 100 S.F.
8. STREET LIGHTING - SEE UTILITY PLAN FOR LIGHTPOLE LOCATIONS AND SEE DETAIL SHEETS FOR DETAIL.
9. THE SUBJECT PROPERTY HAS EXISTING STRUCTURES THAT WILL BE REMOVED.
10. THE EXISTING FENCES SURROUNDING THE PROPERTY WILL BE REPLACED.
11. THERE ARE NO KNOWN EASEMENTS ON THE PROPERTY.
12. THE PROPOSED PROJECT IS A NEW APARTMENT BUILDING.
13. TRASH WILL BE STORED INSIDE THE BUILDING.

LAND USE TABULATIONS

TOTAL AREA:	14,008 S.F. = 0.3216 ACRES		
ROW DEDICATION AREA:	1,158 S.F.		
REMAINING LOT AREA:	12,850 S.F.	=	100%
BUILDING AREA:	8,270 S.F.	=	64.4%
IMPERVIOUS AREA:	1,104 S.F.	=	8.6%
LANDSCAPE AREA:	3,476 SF	=	27.0%

(REQUIRED LANDSCAPE=2,599 SF OR 20% HAVE 27%)
BUILDING LOT COVERAGE IS 64.4%

DISCLOSURE NOTE

NO ACTIVE FAULTS ARE MAPPED AS BEING LOCATED ON THE PROPERTY. THE NEAREST SURFACE TRACE OF A MAPPED ACTIVE FAULT IS THAT OF THE WASATCH FAULT, APPROXIMATELY 375 FEET SOUTHWEST OF THE SOUTHWEST CORNER OF THE PROPERTY (UTAH GEOLOGICAL SURVEY, 2021)

REGISTERED PROFESSIONAL ENGINEER
12/29/25
No. 270393
DAVID W. PETERSON
STATE OF UTAH

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

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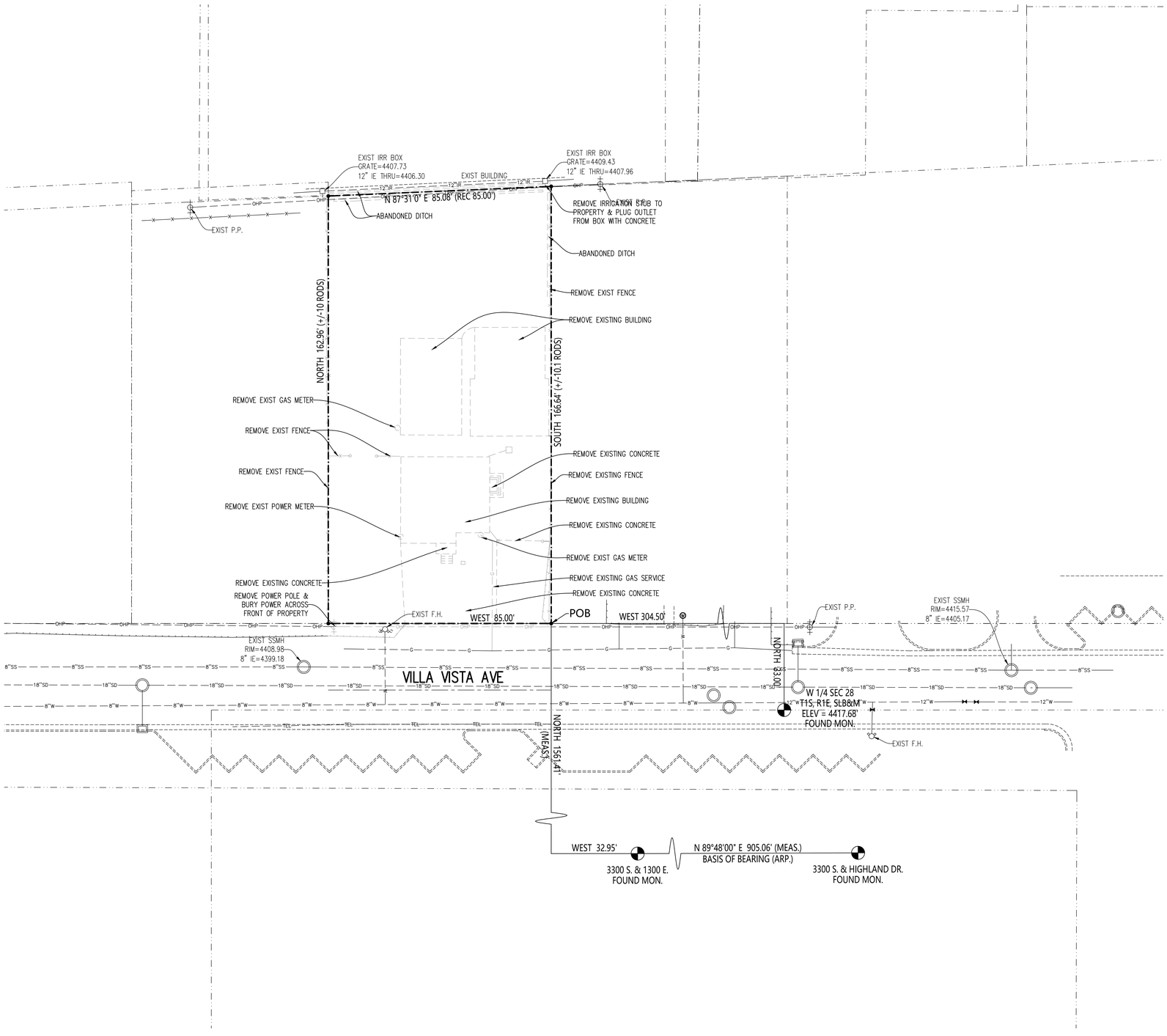
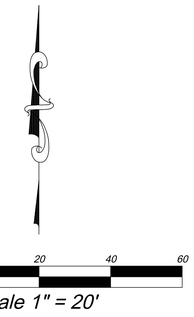
P: (801) 756-4504; david@excelcivil.com

MC29 - CONDO HOMES

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.	SITE PLAN	Scale: 1"=20'
Designed by: D.W.P.		Date: 12/29/25
Checked by: D.W.P.		C2





MILLCREEK NOTES

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REGISTERED PROFESSIONAL ENGINEER
No. 270393
DAVID W. PETERSON
STATE OF UTAH

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

MC29 - CONDO HOMES

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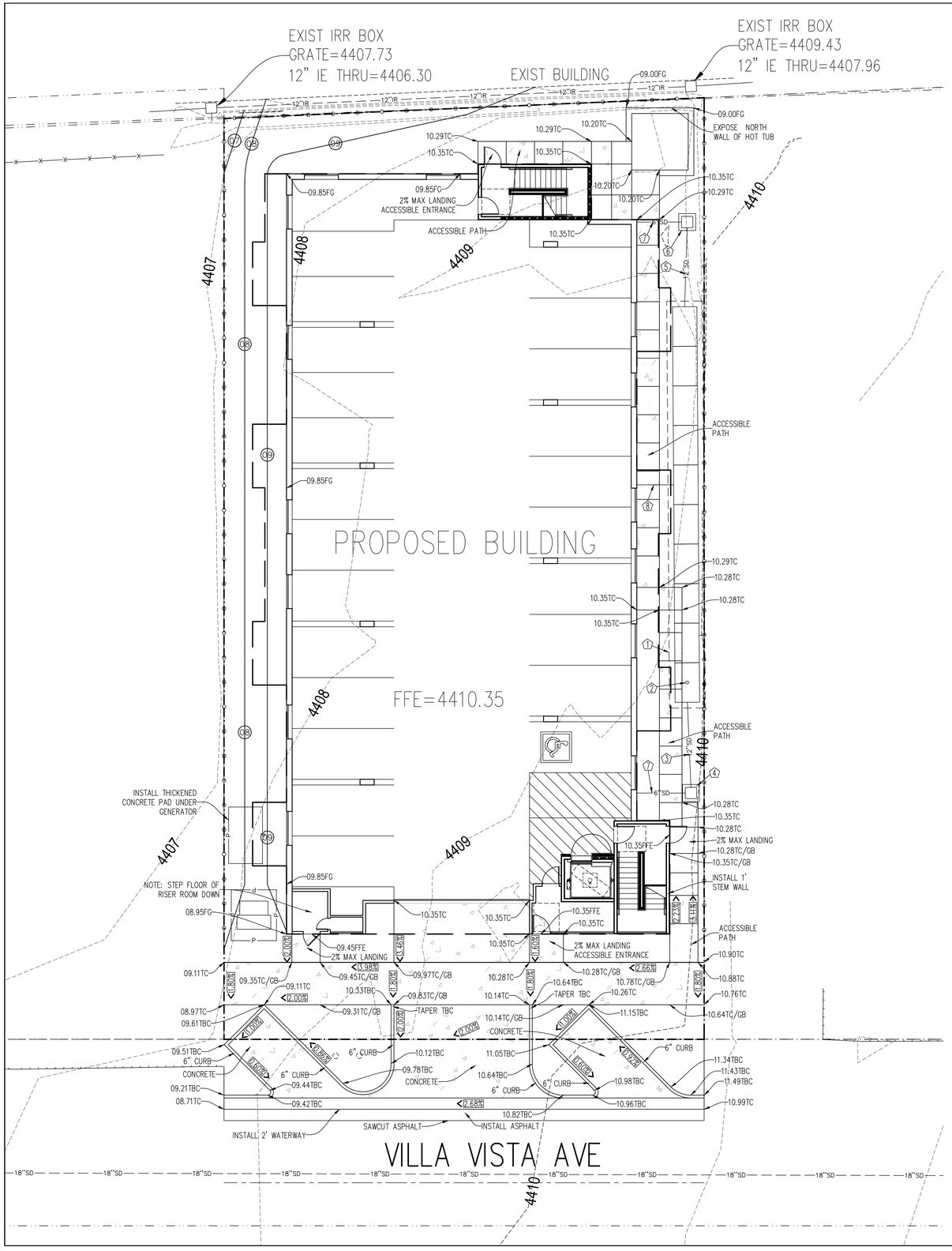
Checked by: D.W.P.

DEMOLITION PLAN

Scale: 1"=20'
Date: 12/29/25

C3



STORM DRAIN KEYED NOTES

1. INSTALL STORMTECH UNDERGROUND STORAGE SYSTEM WITH (10) SC-800 CHAMBERS W/ (2) END CAPS. INSTALL 6" OF STONE ABOVE CHAMBERS AND 6" OF STONE UNDER SYSTEM. SYSTEM STORES 992 CUBIC FEET. TOP OF GRAVEL=4408.75, TOP OF CHAMBERS=4408.25, BOTTOM OF CHAMBERS=4405.50, BOTTOM OF GRAVEL=4405.00, 12" IE IN=4405.66, INSTALL PER STORMTECH STANDARD DETAILS. ROW OF CHAMBERS IS TO BE INSTALLED AS AN ISOLATOR ROW.
2. INSTALL INSPECTION PORT
3. INSTALL 15 L.F. 12" ADS N-12 @ S=2%
4. INSTALL 2'X2' CATCH BASIN WITH GRATE, GRATE=4410.28, 6" IE IN=4406.46, 12" IE OUT=4405.96
5. INSTALL 14 L.F. 12" ADS N-12 @ S=2%
6. INSTALL 2'X2' CATCH BASIN WITH GRATE, GRATE=4410.29, 6" IE IN=4406.44, 12" IE OUT=4405.94
7. INSTALL 8 L.F. 6" ADS @ S=4%
8. INSTALL 7 L.F. 6" ADS @ S=4%, CONNECT TO ROOF DRAIN AT BUILDING. CONNECT TO CHAMBER WITH INSERTA-TEE.

10 5 0 10 20 30

Scale 1" = 10'

GRADING LEGEND

FFE	FINISHED FLOOR ELEV.
BOW	BACK OF WALK
GB	GRADE BREAK
TC	TOP OF CONCRETE
TBC	TOP BACK OF CURB
TA	TOP OF ASPHALT
EA	EDGE OF ASPHALT
RIM	RIM ELEVATION
FL	FLOWLINE
EG	EXIST GROUND
FG	FINISHED GRADE
TW	TOP OF WALL
BW	BOTTOM OF WALL
IE	INVERT ELEVATION
0.00%	DIRECTION OF DRAINAGE
(00.00)	EXISTING ELEVATION
00.00 TBC	PROPOSED ELEVATION
4808	EXISTING CONTOUR
	PROPOSED CONTOUR
	STORM DRAIN KEYED NOTE

GRADING NOTE

1. LAND DISTURBANCE AND GRADING PERMIT MUST BE OBTAINED FROM MILLCREEK PRIOR TO DISTURBING ANY VEGETATION OR MOVING ANY SOIL. CONTACT THE MILLCREEK PUBLIC WORKS DEPARTMENT.

FEMA FLOOD ZONE:

FIRM PANEL 49035C0303G ZONE X, EFFECTIVE 09/25/2009.

MILLCREEK NOTES

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MC29 - CONDO HOMES

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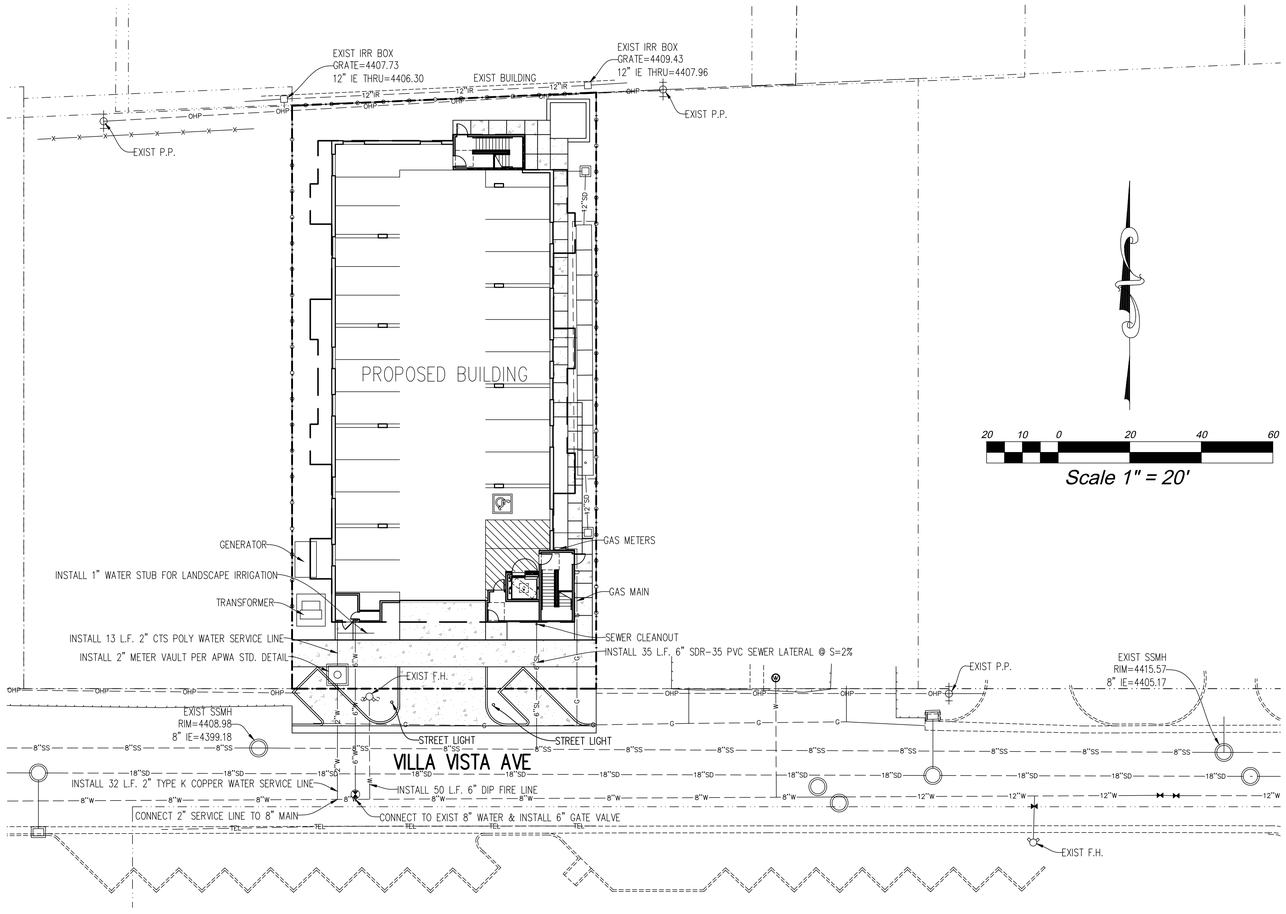
GRADING/DRAINAGE PLAN

Scale: 1"=10'
Date: 12/29/25
C4



UTILITY NOTE:

1. POWER COMPANY, GAS COMPANY AND COMMUNICATION COMPANIES ARE RESPONSIBLE FOR SUBMITTING DESIGN PLANS AS REQUIRED BY TITLE 14 CHAPTER 32 OF THE REVISED ORDINANCES OF SALT LAKE CITY FOR ALL PROPOSED WORK FOR THEIR RESPECTIVE UTILITY LINES FOR THIS PROJECT IN OR ADJACENT TO THE CITY ROW OR A PUBLIC UTILITIES ROW. PLAN REVIEWS ARE REQUIRED BY THE SLCDPU UTILITY COORDINATOR AND THE CITY ENGINEERING PUBLIC WAY PERMIT PLAN EXAMINER.

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STORM DRAIN DESIGN:

SEE GRADING SHEET FOR STORM DRAIN DESIGN.

UTILITY LEGEND

	SIDEWALK/CONCRETE
8"W	CULINARY WATER PVC C-900
8"SS	SEWER PIPE PVC SDR-35
15"SD	STORM DRAIN PIPE ADS
	EDGE OF ASPHALT
X X	EXIST FENCE
O O	NEW FENCE
P P	OVERHEAD POWER LINE
P	BURIED POWER LINE
TV	TELEVISION LINE
TEL	TELEPHONE LINE
G	GAS LINE

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UTILITY PLAN

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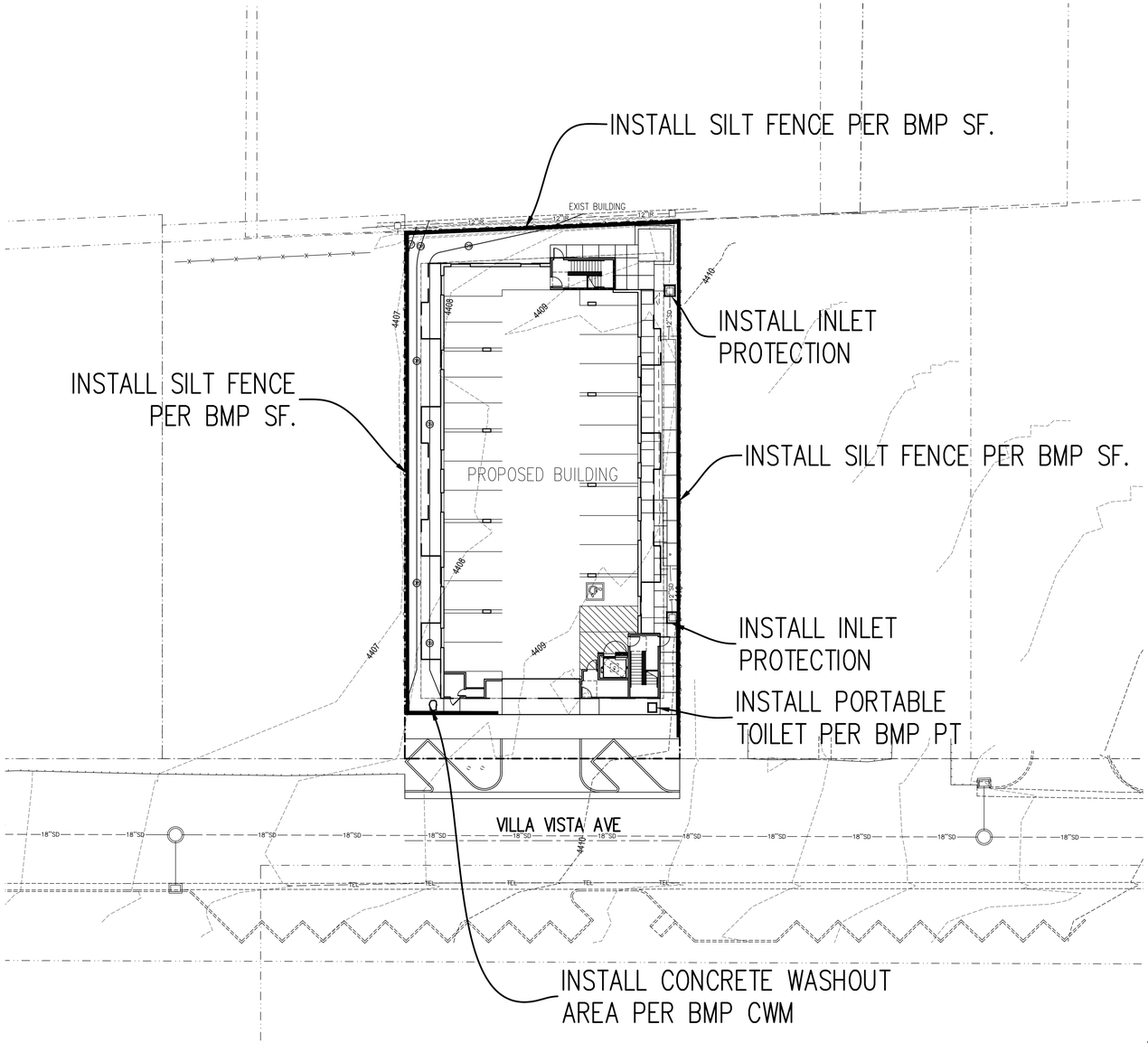
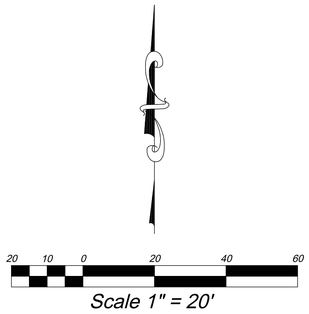
C5





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EROSION CONTROL NOTES:

1. CONTRACTOR IS TO READ AND UNDERSTAND ALL BMP PRACTICES PRIOR TO ANY CONSTRUCTION ON THIS SITE. CONTRACTOR IS TO FOLLOW ALL BMP PRACTICES CONTAINED IN THESE PLANS.
2. CONSTRUCT A SILT FENCE AS SHOWN ON PLAN. SEE BMP SF.
3. INSTALL CONCRETE WASHOUT AREA AS PER BMP CWM.
4. INSTALL PORTABLE TOILET AS PER BMP PT
5. INSTALL INLET PROTECTION ON EXISTING INLETS ON-SITE & INLETS SURROUNDING SITE. INSTALL FILTER FABRIC UNDER GRATE..
6. THE SITE IS TO BE WATERED AT LEAST ONCE A WEEK TO CONTROL DUST OR MORE FREQUENT AS DETERMINED BY THE CONTRACTOR.
7. CONTRACTOR IS TO REMOVE INLET PROTECTION FROM CATCH BASINS AND CLEAN-OUT ALL CATCH BASINS BEFORE LEAVING THE SITE.
8. CONTRACTOR WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF BMP'S DURING CONSTRUCTION.
9. ALL CONSTRUCTION PERIOD BEST MANAGEMENT PRACTICES ARE TO BE INSPECTED & MAINTAINED AT LEAST WEEKLY, ALSO BEFORE AND AFTER EACH STORM EVENT.
10. CONTRACTOR SHALL BE REQUIRED TO KEEP A RECORD OF ALL INSPECTIONS AND MAINTENANCE ON SITE WITH THE STORM WATER POLLUTION PREVENTION PLAN.
11. ESTIMATED RUNOFF COEFFICIENT UPON COMPLETION OF CONSTRUCTION ACTIVITIES = 0.72

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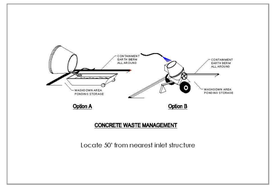
EROSION CONTROL PLAN

C6

BMP: Concrete Waste Management

CWM
Construction



DESCRIPTION:
Prevent or reduce the discharge of pollutants to storm water from concrete waste by conducting washout off-site, performing on-site washout in a designated area, and training employees and subcontractors.

APPLICATION:
This technique is applicable to all types of sites.

INSTALLATION/APPLICATION CRITERIA:
- Store dry materials under cover, away from drainage areas.
- Minimize excess mixing of fresh concrete, mortar or cement on-site.
- Perform washout of concrete trucks off-site or in designated areas only.
- Do not wash out concrete trucks into storm drains, open ditches, streets, or streams.
- Do not allow excess concrete to be dumped on-site, except in designated areas.
- When washing concrete to remove fine particles and expose the aggregate, avoid creating runoff by draining the water within a bermed or level area. (6" tall by 6" wide).
- Train employees and subcontractors in proper concrete waste management.

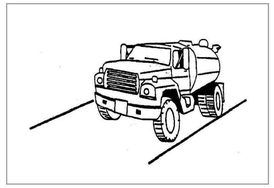
LIMITATIONS:
- Off-site washout of concrete wastes may not always be possible.

MAINTENANCE:
- Inspect subcontractors to ensure that concrete wastes are being properly managed.
- If using a temporary pit, dispose hardened concrete on a regular basis.

8

BMP: Dust Controls

DC
Construction



DESCRIPTION:
Dust control measures are used to stabilize soil from wind erosion, and reduce dust by construction activities.

APPLICATION:
Dust control is useful in any process area, loading and unloading area, material handling areas, and transfer areas where dust is generated. Street sweeping is limited to areas that are paved.

INSTALLATION/APPLICATION CRITERIA:
- Mechanical dust collection systems are designed according to the size of dust particles and the amount of air to be processed. Manufacturers' recommendations should be followed for installation (as well as the design of the equipment).
- Two kinds of street weepers are common: brush and vacuum. Vacuum sweepers are more efficient and work best when the area is dry.
- Mechanical equipment should be operated according to the manufacturers' recommendations and should be inspected regularly.

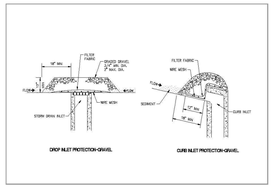
LIMITATIONS:
- Generally more expensive than manual systems.
- May be impossible to maintain by plant personnel (the more elaborate equipment).
- Labor and equipment intensive and may not be effective for all pollutants (street sweepers).

MAINTENANCE:
If water sprayers are used, dust-contaminated waters should be collected and taken for treatment. Areas will probably need to be resprayed to keep dust from spreading.

13

BMP: Inlet Protection-Gravel

IP-G
Construction



DESCRIPTION:
Placement of gravel filter over inlet to storm drain to filter storm water runoff.

APPLICATION:
Construct at inlets in paved or unpaved areas where upgradient area is to be disturbed by construction activities.

INSTALLATION/APPLICATION CRITERIA:
- Place wire mesh (with 1/2 inch openings) over the inlet grate extending one foot past the grate in all directions.
- Place filter fabric over the mesh. Filter fabric should be selected based on soil type.
- Place graded gravel, to a minimum depth of 12-inches, over the filter fabric and extending 18-inches past the grate in all directions.

LIMITATIONS:
- Recommended for maximum drainage area of one acre.
- Excess flows may bypass the inlet requiring down gradient controls.
- Ponding will occur at inlet.

MAINTENANCE:
- Inspect inlet protection after every large storm event and at a minimum of once monthly.
- Remove sediment accumulated when it reaches 4-inches in depth.
- Replace filter fabric and clean or replace gravel if clogging is apparent.

25

BMP: Land Grading

LG
Construction

DESCRIPTION:
Land grading involves reshaping the ground surface to planned grades as determined by an engineering survey, evaluation, and layout. Land grading provides more suitable topography for buildings, facilities, and other land uses and helps to control surface runoff, soil erosion, and sedimentation during and after construction.

APPLICATIONS:
Land grading is applicable to sites with uneven or steep topography or easily erodible soils, because it stabilizes slopes and decreases runoff velocity. Grading activities should maintain existing drainage patterns as much as possible.

INSTALLATION/APPLICATION CRITERIA:
Before grading activities begin, a construction site operator must make decisions regarding the steepness of cut-and-fill slopes and how the slopes will be: Protected from runoff, stabilized and maintained.

LIMITATIONS:
Improper grading practices that disrupt natural stormwater patterns might lead to poor drainage, high-runoff velocities, and increased peak flows during storm events. Clearing and grading the entire site without vegetated buffers promotes offsite transport of sediments and other pollutants. Design the grading plan with erosion and sediment control and stormwater management goals in mind; to ensure that the plan is implemented as intended, carefully supervise grading crews.

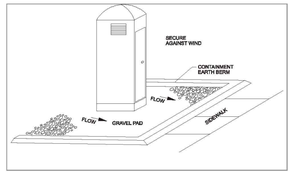
MAINTENANCE:
- Check all graded areas and supporting erosion and sediment control practices periodically, especially after heavy rainfalls.
- Promptly remove all sediment from diversions or other stormwater conveyances, and if washouts or breaks occur, repair them immediately.
- To prevent small-scale eroded areas from becoming significant gullies, maintain them promptly.

Adapted from EPA – Stormwater Menu of BMPs

29

BMP: Portable Toilets

PT
Construction



DESCRIPTION:
Temporary on-site sanitary facilities for construction personnel.

APPLICATION:
All sites with no permanent sanitary facilities or where permanent facility is too far from activities.

INSTALLATION/APPLICATION CRITERIA:
- Locate portable toilets in convenient locations throughout the site.
- Prepare level, gravel surface and provide clear access to the toilets for servicing and for on-site personnel.
- Construct earth berm perimeter (6" tall by 6" wide), control for spill/protection leak.

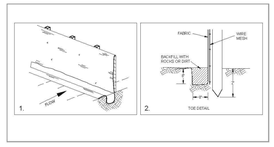
LIMITATIONS:
- No limitations.

MAINTENANCE:
- Portable toilets should be maintained in good working order by licensed service with daily observation for leak detection.
- Regular waste collection should be arranged with licensed service.
- All waste should be deposited in sanitary sewer system for treatment with appropriate agency approval.

35

BMP: Silt Fence

SF
Construction



DESCRIPTION:
A temporary sediment barrier consisting of entrenched filter fabric stretched across and secured to supporting posts.
Application:
- Perimeter control: place barrier at down-gradient limits of disturbance
- Sediment barrier: place barrier at toe of slope or soil stockpile
- Protection of existing waterways: place barrier at top of stream bank
- Inlet protection: place fence surrounding catchbasins

INSTALLATION/APPLICATION CRITERIA:
- Place posts 6 feet apart on center along contour (or use preassembled unit) and drive 2 feet minimum into ground. Excavate an anchor trench immediately up-gradient of posts.
- Secure wire mesh (14 gage min. with 6-inch openings) to upslope side of posts. Attach with heavy duty 1 inch long wire staples, tie wires or hog rings.
- Cut fabric to required width, unroll along length of barrier and drape over barrier. Secure fabric to mesh with twine, staples, or similar, with trailing edge extending into anchor trench.
- Backfill trench over filter fabric to anchor.

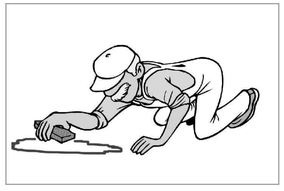
LIMITATIONS:
- Recommended maximum drainage area of 0.5 acre per 100 feet of fence
- Recommended maximum up-gradient slope length of 150 feet
- Recommended maximum uphill grade of 2:1 (50%)
- Recommended maximum flow rate of 0.5 cfs
- Ponding should not be allowed behind fence

MAINTENANCE:
- Inspect immediately after any rainfall and at least daily during prolonged rainfall.
- Look for runoff bypassing ends of barriers or undercutting barriers.
- Repair or replace damaged areas of the barrier and remove accumulated sediment.
- Reanchor fence as necessary to prevent shortcutting.
- Remove accumulated sediment when it reaches ½ the height of the fence.

40

BMP: Spill Clean-Up

SCU
Construction



DESCRIPTION:
Practices to clean-up leakage/spillage of on-site materials that may be harmful to receiving waters.

APPLICATION:
All sites

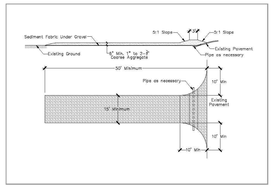
GENERAL:
- Store controlled materials within a storage area.
- Educate personnel on prevention and clean-up techniques.
- Designate an Emergency Coordinator responsible for employing preventative practices and for providing spill response.
- Maintain a supply of clean-up equipment on-site and post a list of local response agencies with phone numbers.

METHODS:
- Clean-up spills/leaks immediately and remediate cause.
- Use as little water as possible. NEVER HOSE DOWN OR BURY SPILL CONTAMINATED MATERIAL.
- Use rags or absorbent material for clean-up. Excavate contaminated soils. Dispose of clean-up material and soil as hazardous waste.
- Document all spills with date, location, substance, volume, actions taken and other pertinent data.
- Contact the Salt Lake County Health Department (313-6700) for any spill of reportable quantity.

42

BMP: Stabilized Construction Entrance

SCE
Construction



DESCRIPTION:
A stabilized pad of crushed stone located where construction traffic enters or leaves the site from or to paved surface.

APPLICATION:
At any point of ingress or egress at a construction site where adjacent traveled way is paved. Generally applies to sites over 2 acres unless special conditions exist.

INSTALLATION/APPLICATION CRITERIA:
- Clear and grub area and grade to provide maximum slope of 2%.
- Compact subgrade and place filter fabric if desired (recommended for entrances to remain for more than 3 months.
- Place coarse aggregate, 1 to 2-1/2 inches in size, to a minimum depth of 8 inches.

LIMITATIONS:
- Requires periodic top dressing with additional stones.
- Should be used in conjunction with street sweeping on adjacent public right-of-way.

MAINTENANCE:
- Inspect daily for loss of gravel or sediment buildup.
- Inspect adjacent roadway for sediment deposit and clean by sweeping or shoveling.
- Repair entrance and replace gravel as required to maintain control in good working condition.
- Expand stabilized area as required to accommodate traffic and prevent erosion at driveways.

43

BMP: Street Sweeping

SS
Construction

DESCRIPTION:
Reduce the discharges of pollutants to stormwater from street surfaces by conducting street cleaning on a regular basis.

APPROACH:
- Prioritize cleaning to use the most sophisticated sweepers, at the highest frequency, and in areas with the highest pollutant loading.
- Restrict street parking prior to and during sweeping.
- Increase sweeping frequency just before the rainy season.
- Proper maintenance and operation of sweepers greatly increase their efficiency.
- Keep accurate operation logs to track programs.
- Sweepers effective at removing smaller particles (less than 10 microns) may generate dust that would lead to concerns over worker and public safety.
- Equipment selection can be key for this particular BMP. There are two types used, the mechanical broom sweepers (more effective at picking up large debris and cleaning wet streets), and the vacuum sweepers (more effective at removing fine particles and associated heavy metals). Many communities find it useful to have a compliment of both types in their fleet.

LIMITATIONS:
- Conventional sweepers are not able to remove oil and grease.
- Mechanical sweepers are not effective at removing finer sediments.
- Effectiveness may also be limited by street conditions, traffic congestion, presence of construction projects, climatic conditions and condition of curbs.

MAINTENANCE:
- Replace worn parts as necessary.
- Install main and gutter brooms of the appropriate weight.

45

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Ryan Bagshaw. Contact by phone 801-214-2664 or email at rbagshaw@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
12/29/25
No. 270393
DAVID W. PETERSON
STATE OF UTAH

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

MC29 - CONDO HOMES

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by: D.W.P.
Designed by: D.W.P.
Checked by: D.W.P.

BMP DETAILS

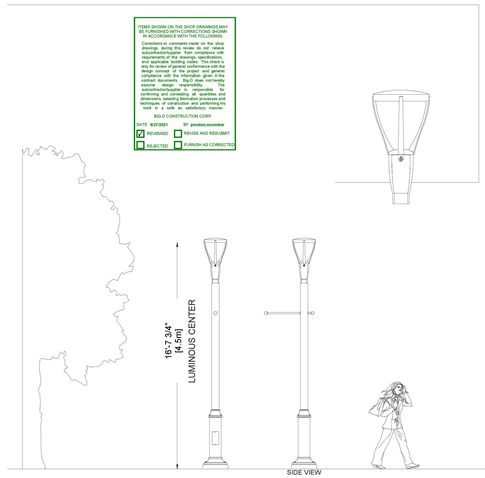
Scale: NTS
Date: 12/29/25

C7

cyclone LIGHTING

APPROVAL – SPECIFICATION

Project: **Millcreek UT – Cottonwood Highland Apartments** | Order: SO0310067



Stamp/Approval	File: CLE17T4D - SO0310067 - MILLCREEK UT - COTTONWOOD HIGHLAND APARTMENTS
Name: Date:	Date : **24/09/2021** Page : **1/3**
	Designer: **A. GIOL**

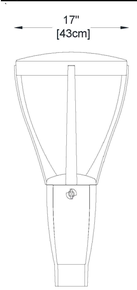
Cyclone Lighting Inc. - Phone : 450-434-5000 - Fax : 450-434-5001, 2175 Boulevard des Entreprises, Terrebonne, QC. J6Y 1W9, info@cyclonelighting.com

cyclone LIGHTING

APPROVAL – SPECIFICATION

Project: **Millcreek UT – Cottonwood Highland Apartments** | Order: SO0310067

Tag: AZA Luminaire: **CLE17T4D-FGC-3-40W-4K-120-10KV-PT-BZ-SM** Qty: 9



Luminaire components

Fitter Module: Cast A356 aluminum round shape. Complete with removable door module, equipped with a tool-free opening system, that provides a tight compression when closed. This allows access to the block connector and driver module. The base is attached to the pole using set screws. Fits on a 4" (10cm) outside diameter x 3" (7cm) long tenon. Four cast aluminum arms are welded to the base. A molded ring is welded at the top end to support the lens module. The certification, maintenance and coding labels of the luminaire are located inside the fitter.

Optical/electrical components

Optical Module: The Orion LED optical engine is mechanically assembled to the optical module. The optical module has integrated hinges and stainless-steel latch that allows tool-free access to the driver. The cast A360.2 aluminum heat sink/optical module is optimized to minimize the LEDs operating temperature, increasing their longevity and efficiency. A flat lens in **clear tempered glass (FGC)** is attached to a cast aluminum frame. The high efficiency 40W, 4000K (White) Orion LED optical engine is mechanically assembled on the heat sink. The lifetime of the LEDs is 100,000 hours. It is based on the LM-80 test and extrapolated with TM-21. This data is calculated when 50% of the LEDs produce 70% of their initial luminous flux (L70). The minimum color rendering index (CRI) is 70. The optical acrylic lenses are designed to illuminate only where needed while achieving excellent uniformity with maximum spacing. The optical acrylic lenses are sealed on the LED board. Produces 0% up light. (Flat lens only) The light distribution type according to IES is **III (3)**

Driver module: The self-adjusting **120-277VAC** or **347-480VAC.** Class 1 (100W to 120W) or Class 2 (20 to 80W) driver is removable. Primary voltage at ☐ **MVOLT (120-277),** ☐ **HVOLT (347-480),** ☒ **120V,** ☐ **208V,** ☐ **240V,** ☐ **277V,** ☐ **347V,** ☐ **480V,** ☐ **Volt to be determined**, 50 / 60Hz, THD max 20%. High power factor of 90%. Operating temperature: -40°F (-40°C) to 130°F (50°C). ROHS compliant. Complete with a 3-Pole **10kV/5kA** surge protector for Line-Ground, Line-Neutral and Neutral-Ground according to IEEE/ ANSI C82.77-5-2. The controller offers a 0–10-volt output.

Generals/Options

Wiring/hardware: Type TEW 14-7. 12" (30cm) minimum exceeding from luminaire. All electrical connections between modules are made with quick-disconnect connectors for easy maintenance. All exposed hardware is stainless steel. Silicone gaskets are used for a weather seal.

Color: DARK BRONZE RAL8019 (BZ) / Finish: textured (TX) ☐ **or smooth (SM)**☒ . Application of a durable polyester powder coating meets AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance.
Cyclone recommends the textured finish for this product.

Vibration resistance: The luminaire meets the 1.5G vibration requirements according to ANSI C136 / 31.

Photocell (PT): Twist lock type, **120** volts. Including seven (7) pin receptacle (ANSI C136.41), installed inside the fitter.

EPA: **1.4 ft²** Weight: **42 lbs / 19 kg**

Stamp/Approval	File: CLE17T4D - SO0310067 - MILLCREEK UT - COTTONWOOD HIGHLAND APARTMENTS
Name: Date:	Date : **24/09/2021** Page : **2/3**
	Designer: **A. GIOL**

Cyclone Lighting Inc. - Phone : 450-434-5000 - Fax : 450-434-5001, 2175 Boulevard des Entreprises, Terrebonne, QC. J6Y 1W9, info@cyclonelighting.com

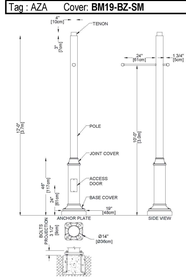
cyclone LIGHTING

APPROVAL – SPECIFICATION

Project: **Millcreek UT – Cottonwood Highland Apartments** | Order: SO0310067

Tag : AZA Pole: **PV62-12-TN43-BHB3556_24_S1_120_0-BZ-TX** Qty :**9**

Tag : AZA Cover: **BM19-BZ-SM** Qty :**9**



Components

Pole: Round shape. Made from a 5 9/16"(13cm) Ø, 6061-T6 aluminum alloy tubing, welded to an 8 5/8"(22cm) Ø base. The wall thickness of the pole is **1/4"(6mm) (PV62)** . Welded to both the top and the bottom of an anchor plate.

Access door: Covering a 4"x9" (10cmx22cm) opening with a sealing joint. Giving access to the copper ground lug.

Decorative cover: Round shape. A two-piece base cover and joint cover, made of cast aluminum, mechanically secured together.

Bolt circle: 14"(36cm) Ø. Available from 12" to 14 3/4"(30cm to 41cm) Ø.

Anchor bolts: Supplied by Cyclone: 3/4" x 20"(17+3)
Fully galvanized anchor bolts c/w nuts & washers for levelling.

Generals/Options

Hardware: All exposed hardware is stainless steel. EPDM and/or silicone gasketing is applied

Color: DARK BRONZE RAL8019 (BZ) / Finish: textured (TX) ☒ **or smooth (SM)** ☐. Application of a durable polyester powder coating meets AAMA 2604 requirements (5 years exposure to all weather conditions). The finish meets the ASTM G7, B117, D1654 and D2247 requirements relative to salt spray and humidity resistance. **Cyclone recommends the textured finish for this product.**

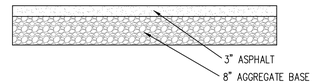
Banner arm: Made of 1"(2.5cm) Ø aluminum rods with decorative finials, "*breakaway*" type, secured on a permanent sleeve.

Any accessories, added or modified that are not described on this approval drawing will automatically void the warranty unless a written consent is given by Cyclone Lighting.

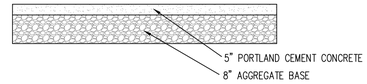
EPA: **10.36 ft²** Weight: **60.4 lbs / 27.4 kg**

Stamp/Approval	File: CLE17T4D - SO0310067 - MILLCREEK UT - COTTONWOOD HIGHLAND APARTMENTS
Name: Date:	Date : **24/09/2021** Page : **3/3**
	Designer: **A. GIOL**

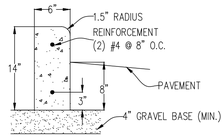
Cyclone Lighting Inc. - Phone : 450-434-5000 - Fax : 450-434-5001, 2175 Boulevard des Entreprises, Terrebonne, QC. J6Y 1W9, info@cyclonelighting.com



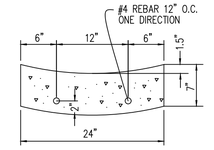
ASPHALT PAVEMENT CROSS SECTION



CONCRETE PAVEMENT CROSS SECTION



6" CURB DETAIL



24" CONCRETE WATERWAY

NOTE: USE 2" STEEL CHAIR SUPPORTS 18" O.C. FOR SPECIFIED REBAR.

NOTES:

Materials, construction, and workmanship shall be in accordance with the current edition of "APWA Manual of Standard Specifications 2017 Edition", including addendum and modifications thereto, and as instructed by the Millcreek Public Works Director. Reference to specific sections of APWA does not limit requirements to that section.

SUBGRADE: See APWA Section 32 05 10 (Backfilling Roadways) for preparation and proof rolling of roadway, curb and gutter, and sidewalk.

UNTREATED BASE COURSE: Shall be Grade 1 as per APWA Section 32 11 23 (Aggregate Base Courses). Place fill in no greater than 6-inch compacted lifts as per APWA Section 32 05 10 (Backfilling Roadways). Compact to no less than 95% relative density based on the Modified Proctor Density as required in APWA Section 31 23 26 (Compaction).

CONCRETE: Concrete shall be Class 4000 as per APWA 03 30 04 (Concrete). Allowable slump shall not exceed 4".

FLY ASH: Fly ash is allowed as a portland cement replacement. Maximum percentage replacement on a weight basis is 15%.

EXPANSION JOINT: Provide 1/2" thick preformed expansion joint filler F1-bituminous mastic as per APWA Section 32 13 73 (Concrete Paving Joint Sealants) at a minimum of 40 feet and a maximum of 60 feet intervals.

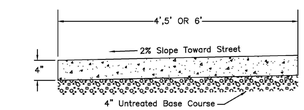
CONTRACTION JOINT: Score lines shall be placed to create square panels in sidewalk. (When contiguous sidewalk is constructed, score lines shall align with curb score lines, with an additional sidewalk score line between curb score lines to provide a maximum of 6' spacing.)

CURB WALL: Shall have a 3/4 inch vertical chamfered joint at 12 feet spacing. Exposed surface of wall is to have a smooth finish free from irregularities.

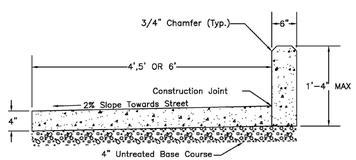
SIDEWALK WIDTH: See Plan Sheets or Standard Plan 115.

TRIP HAZARD: Changes in elevation greater than 1/4" shall be beveled with a slope no greater than 1V:2H.

	SIDEWALK	STANDARD PLAN 145 SHEET 1 OF 2



NO. 1 SIDEWALK



NO. 2 SIDEWALK

	SIDEWALK	STANDARD PLAN 145 SHEET 2 OF 2

MILLCREEK NOTES

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4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

REGISTERED PROFESSIONAL ENGINEER — No. 270393 — DAVID W. PETERSON — STATE OF UTAH — 12/29/25

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

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David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

MC29 - CONDO HOMES

MILLCREEK 1285 E Villa Vista Ave. UTAH

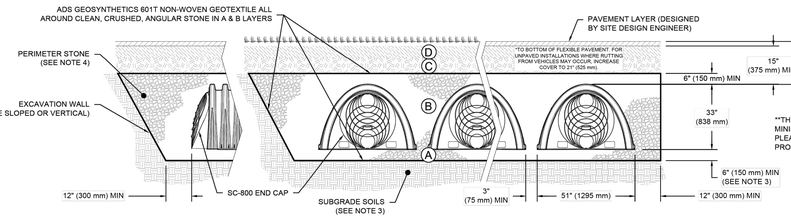
Drawn by:	Scale:
D.W.P.	NTS
Designed by: D.W.P.	Date: 12/29/25
Checked by: D.W.P.	C8

DETAIL SHEET

ACCEPTABLE FILL MATERIALS: STORMTECH SC-800 CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER.	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 15" (375 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145[4] A-1, A-2-4, A-3 OR AASHTO M43[4] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[4] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE OR RECYCLED CONCRETE[5]	AASHTO M43[4] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.
5. WHERE RECYCLED CONCRETE AGGREGATE IS USED IN LAYERS 'A' OR 'B' THE MATERIAL SHOULD ALSO MEET THE ACCEPTABILITY CRITERIA OUTLINED IN TECHNICAL NOTE 6.20 "RECYCLED CONCRETE STRUCTURAL BACKFILL".



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
2. SC-800 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS. REFERENCE STORMTECH DESIGN MANUAL FOR BEARING CAPACITY GUIDANCE.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 2" (50 mm).
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT AS DEFINED IN SECTION 6.2.8 OF ASTM F2418 SHALL BE GREATER THAN OR EQUAL TO 750 LBS/FT/% AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

STANDARD CROSS SECTION SC-800 CHAMBER
DATE: 04/10/2025 | DRAWN: SMW | CHECKED: JLM | DRAWING #: 721-830
DESCRIPTION: CHAMBER SPACING WAS 9" (150 mm)
DATE: 04/10/2025 | DRAWN (CHKD): SMW/ JLM

StormTech® Chamber System

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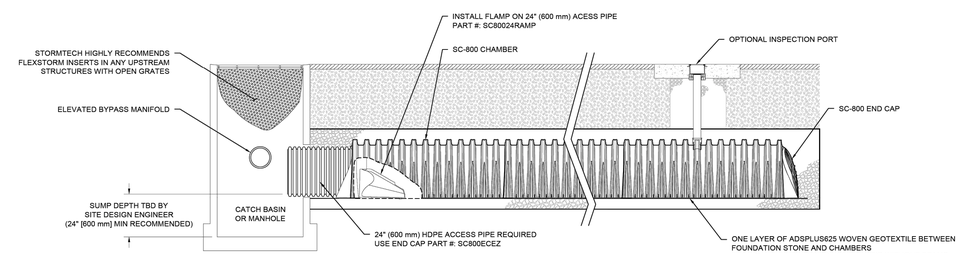
4640 TRUEMAN BLVD
HILLIARD, OH 43026

1 SHEET OF 1



SC-800 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4. LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

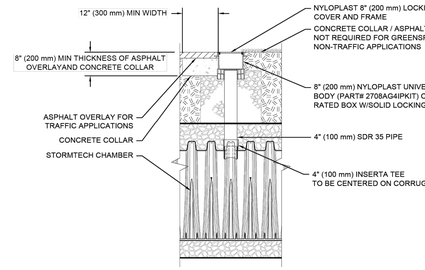
STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45° (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS; RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



NOTE:
INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION CREST.

4" PVC INSPECTION PORT DETAIL (SC SERIES CHAMBER)
NTS

ISOLATOR ROW PLUS SC-800 CHAMBER
DATE: 04/16/2025 | DRAWN: SMW | CHECKED: JLM | DRAWING #: 721-830
DESCRIPTION: ADDED ISOLATOR ROW PLUS DETAIL
DATE: 04/16/2025 | DRAWN (CHKD): SMW/ JLM

StormTech® Chamber System

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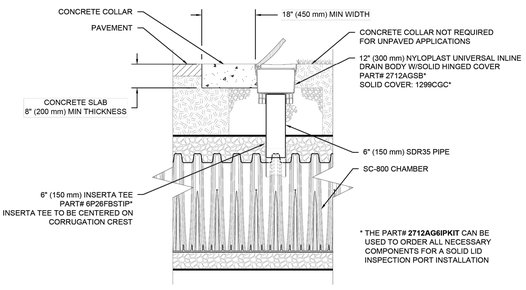
HILLIARD, OH 43026

1 SHEET OF 1



SC-800 6" (150 mm) INSPECTION PORT DETAIL
NTS

6" INSPECTION PORT DETAIL SC-800 CHAMBER
DATE: 11/14/23 | DRAWN: JLM | CHECKED: CJD | PROJECT #:

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StormTech® Chamber System

1

REGISTERED PROFESSIONAL ENGINEER
No. 270393
DAVID W. PETERSON
STATE OF UTAH
12/29/25

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Ryan Bagshaw. Contact by phone 801-214-2664 or email at rbagshaw@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

SURVEYOR:
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

811 Know what's below. Call before you dig.

BENCH MARK

WEST QUARTER CORNER, SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
FOUND MONUMENT
ELEVATION = 4417.68

REVISIONS

Rev.	Date	Description

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

MC29 - CONDO HOMES
MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by:	Scale:
D.W.P.	NTS
Designed by: D.W.P.	Date: 12/29/25
Checked by: D.W.P.	C9

DETAIL SHEET

Salt Lake City Public Utilities GeneralNotes

1. COMPLIANCE:

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT EDITIONS OF THE FOLLOWING: THE INTERNATIONAL PLUMBING CODE. UTAH DRINK ING WATER REGULATIONS, APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS, AND SLC PUBLIC UTILITIES MODIFICATIONS TO APWA STANDARD PLANS AND APPROVED MATERIALS AND SLC PUBLIC UTILITIES APWA SPECIFICATIONS MODIFICATIONS. THE CONTRACTOR IS REQUIRED TO ADHERE TO A LL OF THE ABOVE-MENTIONED DOCUMENTS UNLESS OTHERWISE NOTED AND APPROVED IN WRITING BY THE SALT LAKE CITY DIRECTOR OF PUBLIC UTILITIES.

2. COORDINATION:

THE CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL APPROPRIATE GOVERNMENT AND PRIVATE ENTITIES ASSOCIATED WITH THE PROJECT. THE FOLLOWING MUST BE CONTACTED 48-HOURS PRIOR TO CONSTRUCTION AS APPLICABLE TO THE PROJECT:

PUBLIC UTILITIES.

BACKFLOW PREVENTION- 483-6795

DEVELOPMENT REVIEW ENG NEERING- 483-6781

INSPECTIONS. PERMITS.CO"TRACTS & AGREEMENTS - 483-6727

PRETREATMENT - 799-4 002

STORM WATER - 483-6751

SLC DEPARTMENTS:

ENGINEERING- PUBLIC WAY PERMITS AND ISSUES - 535-6248

ENGINEERING- SUBDIVISIONS- 535-6159

FIRE DEPARTMENT- 535-6636

PERMITS AND LICENSING (BLDG SERVICES) - 535-7752

PLANNING AND ZONING- 535-7700

TRANSPORTATION - 535-6630

·ALL OTHER POTENTIALLY IMPACTED GOVERNING AGENCIES OR ENTITIES

·ALL WATER USERS INVOLVED IN WATER MAIN SHUTDOWNS

·APPLICABLE SEWER, WATER AND DRAINAGE DISTRICTS

BLUESTAKES LOCATING SERVICES - 532-5000

-COUNTY FIRE DEPARTMENT - 743-7231

COUNTY FLOOD CONTROL - 468-2779

·COUNTY HEALTH DEPARTMENT - 365-468-3913

·COUNTY PUBLIC WAY PERMITS- 468-2241

·HOLLADAY CITY- 272-9450

·SALT LAKE COUNTY HIGHWAY DEPARTMENT - 468-3705 OR 468-2156

·THE UTAH TRANSIT AUTHORITY FOR RE-ROUTING SERVICE- 262-5626

-UNION PACIFIC RAILROAD CO.. SUPERINTENDENTS OFFICE- 595-3405

·UTAH DEPARTMENT OF TRANSPORTATION,REGION #2 - 975-4800

·UTAH STATE ENGINEER- 538-7240

3. SCHEDULE

PRIOR TO CONSTRUCTION THE CONTRACTOR WILL PROVIDE,AND WILL UPDATE AS CHANGES OCCUR, A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE SPECIFICATIONS AND SALT LAKE CITY ENGINEERING OR SALT LAKE COUNTY REGULATIONS AS APPLICABLE FOR WORKING WITHIN THE PUBLIC WAY.

4. PERMITS, FEES AND AGRE·EMENTS

CONTRACTOR MUST OBTAIN ALL THE NECESSARY PERMITS AND AGREEMENTS AND PAY ALL APPLICABLE FEES PRIOR TO ANY CONSTRUCTION ACTIVITIES. CONTACT SALT LAKE CITY ENGINEERING (535-6248) FOR PERMITS AND INSPECTIONS REQUIRED FOR ANY WORK CONDUCTED WITHIN SALT LAKE CITY'S PUBLIC RIGHT-OF-WAY. APPLICABLE UTILITY PERMITS MAY INCLUDE MAINLINE EXTENSION AGREEMENTS AND SERVICE CONNECTION PERMITS ALL UTILITY WORK MUST BE BONDED. ALL CONTRACTORS MUST BE LICENSED TO WORK ON CITY UTILITY MAINS.

CONSTRUCTION SITES MUST BE IN COMPLIANCE WITH THE UTAH POLLUTION DISCHARGE ELIMINATION SYSTEM (UPDES) STORM WATER PERMIT FOR CONSTRUCTION ACTIVITIES (538-6923), A COPY OF THE PERMITS STORM WATER POLLUTION PREVENTI ON PLAN MUST BE SUBMITIED TO PUBLIC UTILITIES FOR REVIEW AND APPROVAL. ADDITIONAL WATER QUALITY AND EROSION CONTROL MEASURES MAY BE REQUIRED. THE CONTRACTOR MUST ALSO COMPLY WITH SALT LAKE CITY'S GLEAN WHEEL ORDINANCE.

5. ASPHALT AND SOIL TESTING

THE CONTRACTOR IS TO PROVIDE MARSHALL AND PROCTOR TEST DATA 24-

HOURS PRIOR TO USE. CONTRACTOR IS TO PROVIDE COMPACTION AND DENSITY TESTING AS REQUIRED 6Y SALT LAKE CITY ENGINEERING, UOOT, SALT LAKE COUNTY OR OTHER GOVERNING ENTITY. TRENCH BACKFILL MATERIAL AND COMPACTION TESTS ARE TO BE TAKEN PER APWA STANDARD

SPECIFICATIONS , SECTION 330520 -BACKFILLING TRENCHES, OR AS REQUIRED BY THE SLC

PROJECT ENGINEER IF NATIVE MATERIALS ARE USED. NO NATIVE

MATERIALS ARE ALLOWED WITHIN THE PIPE ZONE. THE MAXIMUM LIFTS FOR BACKFILLING EXCAVATIONS IS 8-INCHES. ALL MATERIALS AND COMPACTION TESTING IS TO BE PERFORMED BY A LAB RECOGNIZED AND ACCEPTED BY SALT LAKE COUNTY PUBLIC WORKS AND/OR SALT LAKE CITY ENGINEERING .

6. TRAFFIC CONTROL AND HAUL ROUTES

TRAFFIC CONTROL MUST CONFORM TO THE MOST CURRENT EDITION OF SALT LAKE CITY TRAFFIC CONTROL MANUAL - PART 6 OF "MANUAL ON UNIFORM TRAFFI C CONTROL DEVI CES" FOR SALT LAKE COUNTY AND STATE ROADS. SLC

TRANSPORTATION MUST APPROVE ALL PROJECT H.AUL ROUTES (535-7129).

THE CONTRACTOR MUST ALSO CONFORM TO UDOT, SAL LAKE COUNTY OR OTHER APPLICABLE GOVERNING ENTITIES REQUIREMENTS FOR TRAFFIC CONTROL.

7. SURVEY CONTROL

CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEYOR OR PERSONS UNDER SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS APPROVED, THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE GRADE OF THE MAIN AND/OR FACILITY AS APPROVED. IN ADDITION, THE CONTRACTOR

AND/OR SURVEYOR SHALL PROVIDE TO SALT LAKE CITY PUBLIC UTILITIES CUT

SHEETS FILLED OUT COMPLETELY AND CLEARLY SHOWING THE PERTINENT GRADES, ELEVATIONS AND CUT/FILLS ASSOCIATED WITH THE FIELD STAKING OF THE MAIN AND/OR FACILITY. THE CUT SHEET FORM IS AVAILABLE AT THE CONTRACTS AND AGREEMENTS OFFICE AT PUBLIC UTILITIES. ALL MAINS AND LATERALS NOT MEETING MINIMUM GRADE REQUIREMENTS AS SPECIFIED BY ORDINANCE OR AS REQUIRED TO MEET THE MINIMUM REQUIRED FLOWS OR AS APPROVED MUST BE REMOVED AND RECONSTRUCTED TO MEET DESIGN GRADE THE CONTRACTOR SHALL PROTECT AISI TAKES AND MARKERS UNTIL PUBLIC UTILITY SURVEYORS COMPLETE FINAL MEASUREMENTS. THE CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE COUNTY SURVEYOR (468-2028) FOR MONUMENT

LOCATIONS AND CONSTRUCTION REQUIREMENTS. ALL ELEVATIONS SHALL BE REFERENCED TO SALT LAKE CITY DATUM UNLESS NOTED OTHERWISE ON THE PLANS.

8. ASPHALT GUARANTEE

THE CONTRACTOR SHALL REMOVE,DISPOSE OF, FURNISH AND PLACE PERMANENT ASPHALT PER SALT LAKE CITY ENGINEERING, UDOT, COUNTY, OR OTHER GOVERNMENT STANDARDS AS APPLICABLE TO THE PROJECT. THE CONTRACTOR SHALL GUARANTEE THE ASPHALT RESTORATION FOR A PERIOD AS REQUIRED BY THE GOVERNING ENTITY.

9. TEMPORARY ASPHALT

IF THE CONTRACTOR CHOOSES TO WORK WITHIN THE PUBLIC WAY WHEN HOT MIX ASPHALT IS NOT AVAILABLE, THE CONTRACTOR MUST OBTAIN APPROVAL FROM THE APPROPRIATE GOVERNING ENTITY PRIOR TO INSTALLING TEMPORARY ASPHALT SURFACING MATERIAL. WITHIN SALT LAKE CITY,WHEN PERMANENT ASPHALT BECOMES AVAILABLE. THE CONTRACTOR SHALL REMOVE THE TEMPORARY ASPHALI, FURNISH AND INSTALL THE PERMANENT ASPHALT. THE CONTRACTOR SHALL GUARANTEE THE ASPHALT RESTORATION FOR A PERIOD AS REQUIRED BY THE GOVERNING ENTITY FROM THE DATE OF COMPLETION.

10 _ SAFETY

THE CONTRACTOR IS RESPONSIBLE FOR ALL ASPECTS OF SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA, STATE, COUNTY AND OTHER GOVERNING ENTITY REQUIREMENTS.

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OF WORKERS .

11. DUST CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR OUST CONTROL ACCORDING TO THE GOVERNING ENTITY STANDARDS. USE OF HYDRANT WATER OR PUMPING

FROM CITY-OWNED CANALS OR STORM DRAINAGE FACILITIES IS NOT ALLOWED FOR DUST CONTROL ACTIVITIES WITHOUT WRITTEN APPROVAL OF THE PUBLIC UTILITIES DIRECTOR

12. DEWATERING

ALL ON-SITE DEWATERING ACTIVITIES MUST BE APPROVED IN WRITING BY PUBLIC UTILITIES. PROPOSED OUTFALL LOCATIONS AND ESTIMATED FLOW VOLUME CALCULATIONS MUST BE SUBMITTED TO PUBLIC UTILITIES FOR REVIEW AND APPROVAL. ADEQUATE MEASURES MUST BE TAKEN TO REMOVE

ALL SEDIMENT PRIOR TO DISCHARGE. PUBLIC UTILITIES MAY REQUIRE ADDITIONAL MEASURES FOR SEDIMENT CONTROL AND REMOVAL.

13. PROJECT LIMITS

THE CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES. BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNING ENTITY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.

14. WATER,FIRE, SANITARY SEWER AND STORM DRAINAGE UTIUTIES

A. INSPECTIONS -

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SCHEDULE ANY WATER, SEWER, BACKFLOW AND DRAINAGE INSPECTION 48-HOURS IN ADVANCE TO WHEN NEEDED CONTACT 483-6727 TO SCHEDULE INSPECTIONS

B. DAMAGE TO EXISTING UTILITIES·

THE CONTRACTOR IS RESPONSBI LE fOR REPAIRING ANY DAMAGE,CAUSED BY ANY CONDITION INCLUDING SETILEMENT, TO EXISTING UTILITIES FROM WORK PERFORMED AT OR NEAR EXISTING UTILITIES. THE CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT AIEI XISTING PUBLIC AND PRIVATE ROADWAY AND UTILITY FACILITIES. DAMAGE TO EXISTING FACILITIES CAUSED BY THE CONTRACTOR.MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE,TO THE SATISFACTION OF THE OWNER OF SAID FACILITIES.

C. UTILITY LOCATIONS -

CONTRACTOR WILL BE RESPONSIBLE FOR LOCATING AND AVOIDING ALL UTILITIES AND SERVICE LATERALS, AND FOR REPAIRING ALL DAMAGE THAT OCCURS TO THE UTILTIES DUE TO THE CONTRACTOR'S ACTIVITIES. CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, MATERIAL AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300-FEET AHEAD OF SCHEDULED CONSTRUCTION IN ORDER TO IDENTIFY POTENTIAL CONFLICTS AND PROBLEMS WITH FUTURE CONSTRUCTION ACTIVITIES. EXISTING UTILITY INFORMATION OBTAINED FROM SLC PUBLIC UTILITIES' MAPS MUST BE ASSUMED AS APPROXIMATE AND REQUIRING FIELD VERIFICATION. CONTACT SLUE STAKES OR APPROPRIATE OWNER FOR COMMUNICATION LINE LOCATIONS.

D. UTILITY RELOCATIONS-

FOR UTILITY CONFLICTS REQUIRING MAINLINE RELOCATIONS, THE CONTRACTOR MUST NOTIFY THE APPLICABLE UTILITY COMPANY OR USER A MINIMUM OF 2-WEEKS IN ADVANCE.A ONE-WEEK MINIMUM NOTIFICATION IS REQUIRED FOR CONFLICTS REQUIRING THE RELOCATION OF SERVICE LATERALS. ALL RELOCATIONS ARE SUBJECT TO APPROVAL FROM THE APPLICABLE UTILITY COMPANY AND/OR USER.

E. FIELD CHANGES-

NO ROADWAY, UTILITY ALIGNMENT OR GRADE CHANGES ARE ALLOWED FROM THE APPROVED CONSTRUCTION PLANS/DOCUMENTS WITHOUT WRITTEN APPROVAL FROM THE SLC PUBLIC UTILITIES DIRECTOR. CHANGES TO HYDRANT LOCATIONS AND/OR FIRE LINES MUST BE REVIEWED AND APPROVED BY THE SALT LAKE CITY OR SALT LAKE COUNTY FIRE DEPARTMENT (AS APPLICABLE TO THE PROJECT) AND PUBLIC UTILITIES.

F. PUBLIC NOTICE TO PROJECTS IN THE PUBLIC WAY-

FOR APPROVED PROJECTS THE CONTRACTOR IS RESPONSIBLE TO PROVIDE AND DISTRIBUTE WRITIEN NOTICE TO ALL RESIDENTS LOCATED WITHIN THE PROJECT AREA AT LEAST 72-HOURS PRIOR TO CONSTRUCTION WORK TO BE CONDUCTED WITHIN COMMERCIAL OR INDUSTRIAL AREAS MAY REQUIRE A LONGER NOTIFICATION PERIOD AND ADDITIONAL CONTRACTOR COORDINATION WITH PROPERTY OWNERS THE WRITIEN NOTICE IS TO BE APPROVED BY THE SLC PUBLIC UTILITIES PROJECT ENGINEER

G. PUBLIC NOTICE FOR WATER MAIN SHUT DOWNS-

THROUGH THE SLC PUBLIC UTILITIES INSPECTOR AND WITH THE PUBLIC UTILITIES PROJECT ENGINEER APPROVAL, SLC PUBLIC UTILITIES MUST BE CONTACTED AND APPROVE ALL WATER MAIN SHUTDOWNS. ONCE APPROVED THE CONTRACTOR MUST NOTIFY ALL EFFECTED USERS BY WRITTEN NOTICE A MINIMUM OF 48-HOURS (RESIDENTIAL) AND 72.HQURS (COMMERCIAUINDUSTRIAL) PRIOR TO THE WATER MAIN SHUT DOWN. PUBLIC UTILITIES MAY REQUIRE LONGER NOTICE PERIODS

H. WATER AND SEWER SEPARATION-

IN ACCORDANCE WITH UTAH'S DEPARTMENT OF HEALTH REGULATIONS, A

MINIMUM TEN-FOOT HORIZONTAL AND 1.5-FOOT VERTICAL (WITH WATER ON TOP) SEPARATION IS REQUIRED. IF THESE CONDITIONS CANNOT BE MET. STATE AND SLC PUBLIC UTILITIES APPROVAL IS REQUIRED ADDITIONAL CONSTRUCTION MEASURES WILL BE REQUIRED FOR THESE CONDITIONS.

I. S ALVAGE-

ALL METERS MUST BE RETURNED TO PUBLIC UTILITIES. AND AT PUBLIC UTILITIES REQUEST ALL SALVAGED PIPE AND/OR FITIINGS MUST BE RETURNED TO SLC PUBLIC UTILTIES (483-6727) LOCATED AT 1530 SOUTH WEST TEMPLE.

J. SEWER MAIN AND LATERAL CONSTRUCTION REQUIREMENTS -

SLC PUBLIC UTILITIES MUST APPROVE ALL SEWER CONNECTIONS. ALL SEWER LATERALS 6-INCHES AND SMALLER MUST WYE INTO THE MAINS PER SLC PUBLIC UTILITIES REQUIREMENTS ALL 8-INCH AND LARGER SEWER CONNECTIONS MUST BE PETITIONED FOR AT PUBLIC UTILTIES (483-6762) AND CONNECTED AT A MANHOLE. INSIDE DROPS IN MANHOLES ARE NOT ALLOWED. A MINIMUM 4-FOOT BURY DEPTH IS REQUIRED ON ALL SEWER

MAINS AND LATERALS. CONTRACTOR SHALL INSTALL INVERT COVERS IN ALL SEWER MANHOLES WITHIN THE PROJECT AREA

CONTRACTOR TO PROVIDE AIR PRESSURE TESTING OF SEWER MAINS IN ACCORDANCE WITH PIPE MANUFACTURERS RECOMMENDATIONS AND SALT LAKE CITY PUBLIC UTILITIES REQUIREMENTS ALL PVC SEWER MAIN AND LATERAL TESTING SHALL BE IN ACCORDANCE WITH UNI-BELL UN-B-6-98

RECOMMENDED PRACTICE FOR LOW PRESSURE AIR TESTING OF INSTALLED SEWER PIPE. CONTRACTOR SHALL PROVIDE SEWER LATERAL WATER TESTING AS REQUIRED BY THE SALT LAKE CITY PUBLIC UTILITIES PROJECT ENGINEER

OR INSPECTOR A MINIMUM OF 9-FEET OF HEAD PRESSURE IS REQUIRED AS

MEASURED VERTICALLY FROM THE HIGH POINT OF THE PIPELINE AND AT OTHER LOCATIONS ALONG THE PIPELINE AS DETERMINED BY THE SLC PUBLIC UTILITIES PROJECT ENGINEER OR INSPECTOR TESTING TIME WILL BE NO LESS THAN AS SPECIFIED FOR THE AIR TEST DURATION IN TABLE I ON PAGE 12

OF UNI-B-6-98. ALL PIPES SUBJECT TO WATER TESTING SHALL BE FULLY

VISIBLE TO THE INSPECTOR DURING TESTING TESTING MUST BE PERFORMED IN THE PRESENCE OF A SLC PUBLIC UTILITIES REPRESENTATIVE ALL VISIBLE

LEAKAGE MUST BE REPAIRED TO THE SATISFACTION OF THE SLC PUBLIC UTILITIES ENGINEER OR INSPECTOR.

K. WATER AND FIRE MAIN AND SERVICE CONSTRUCTION REQUIREMENTS- SLC PUBLIC UTILITIES MUST APPROVE ALL FIRE AND WATER SERVICE CONNECTIONS. A MINIMUM 3-FOOT SEPARATION IS REQUIRED BETWEEN ALL WATER AND FIRE SERVICE TAPS INTO THE MAIN. ALL CONNECTIONS MUST BE MADE MEETING SLC PUBLIC UTILITIES REQUIREMENTS. A 5-FOOT MINIMUM BURY DEPTH (FINAL GRADE TO TOP OF PIPE) IS REQUIRED ON ALL WATER/FIRE LINES UNLESS OTHERWISE APPROVED BY PUBLIC UTILITIES. WATER LINE THRUST BLOCK AND RESTRAINTS ARE AS PER SLC APPROVED DETAIL DRAWINGS AND SPECIFICATIONS. ALL EXPOSED NUTS AND BOLTS WILL BE COATED WITH CHEVRON FM1 GREASE PLUS MINIMUM 8 MIL THICKNESS PLASTIC. PROVIDE STAINLESS STEEL NUTS, BOLTS AND WASHERS FOR HIGH GROUNDWATER/ SATURATED CONDITIONS AT FLANGE FITTINGS, ETC.

ALL WATERLINES INSTAILATIONS AND TESTING TO BE IN ACCORDANCE WITH AWWA SECTIONS C600. C601, C651, C206, C200, C900, C303 AWWA MANUAL M11

AND ALL OTHER APPLICABLE AWWA, UPWS, ASTM AND ANSI SPECIFICATIONS

RELEVANT TO THE INSTALLATION AND COMPLETION OF THE PROJECT. AMENDMENT TO SECTION C600 SECTION 4.1.1;DOCUMENT TO READ MINIMUM TEST PRESSURE SHALL NOT BE LESS THAN 200 P.S.I. GAUGED TO A HIGH POINT OF THE PIPELINE BEING TESTED. ALL MATERIALS USED FOR WATERWORKS PROJECTS TO BE RATED FOR 150 P.S.I. MINIMUM OPERATING PRESSURE.

CONTRACTOR IS TO INSTALL WATER SERVICE LINES, METER YOKES AND/OR ASSEMBLIES AND METER BOXS WITH LIDS LOCATED AS APPROVED ON THE PLANS PER APPLICABLE PUBLIC UTILITIES DETAIL DRAWINGS. METER BOXES ARE TO BE PLACED IN THE PARK STRIPS PERPENDICULAR TO THE WATERMAIN SERVICE TAP CONNECTION. ALL WATER METERS, CATCH BASINS, CLEANOUT BOXES, MANHOLES, DOUBLE CHECK VALVE DETECTOR ASSEMBLIES, REDUCED PRESSURE DETECTOR ASSEMBLIES AND BACKFLOW PREVENTION DEVICES MUST BE LOCATED OUTSIDE OF ALL APPROACHES, DRIVEWAYS, PEDESTRIAN WALKWAYS AND OTHER TRAVELED WAYS UNLESS OTHERWISE APPROVED ON PLANS.

BACKFLOW PREVENTORS ARE REQUIRED ON ALL IRRIGATION AND FIRE SPRINKLING TAPS PER PUBLIC UTILITIES AND SLC FIRE DEPARTMENT REQUIREMENTS. CONTRACTORS SHALL INSTALL BACKFLOW PREVENTION DEVICES ON FIRE SPRINKLER CONNECTIONS.DOUBLE CHECK VALVE ASSEMBLIES SHALL BE INSTALLED ON CLASS 1, 2 AND 3 SYSTEMS. REDUCED PRESSURE PRINCIPLE VALVES SHALL BE INSTALLED ON CLASS 4 SYSTEMS. ALL FIRE SPRINKLING BACKFLOW ASSEMBLIES SHALL CONFORM TO ASSE STANDARD 1048, 1013, 1047 AND 1015. THE CONTRACTOR SHALL BE

RESPONSIBLE TO PERFORM BACKFLOW PREVENTION TESTS PER SALT LAKE

CITY STANDARDS AND SUBMIT RESULTS TO PUBLIC UTILITIES. ALL TESTS MUST BE PERFORMED AND SUBMITIEO TO PUBLIC UTILITIES WITHIN 10 DAYS OF INSTALLATION OR WATER TURN-ON. BACKFLOW TEST FORMS ARE AVAILABLE AT PUBLIC UTILITIES' CONTRACTS AND AGREEMENTS OFFICE.

L. GENERAL WATER, SEWER AND STORM DRAIN REQUIREMENTS-

ALL WATER, FIRE AND SEWER SERVICES STUBBED TO A PROPERTY MUST BE USED OR WATER AND FIRE SERVICES MUST BE KILLED AT THE MAIN AND SEWER LATERALS CAPPED AT PROPERTY LINE PER PUBLIC UTILITIES

REQUIREMENTS. ALLOWABLE SERVICES TO BE KEPT WILL BE AS DETERMINED BY THE PUBLIC UTILITIES PROJECT ENGINEER. ALL WATER AND FIRE SERVICE KILLS AND SEWER LATERAL CAPS ARE TO BE KILLED AND CAPPED AS DETERMINED AND VISUALLY VERIFIED BY THE ON-SITE PUBLIC UTILITIES INSPECTOR.

ALL MANHOLES, HYDRANTS, VALVES. CLEAN-OUT BOXES, CATCH BASINS. METERS ETC. MUST BE RAISED OR LOWERED TO FINAL GRADE PER PUBLIC UTILITIES STANDARDS AND INSPECTOR REQUIREMENTS CONCRETE COLLARS MUST BE CONSTRUCTED ON ALL MANHOLES, CLEANOUT BOXES, CATCH BASINS AND VALVES PER PUBLIC UTILITIES STANDARDS. ALL MANHOLE,

CATCH BASIN, OR CLEANOUT BOX CONNECTIONS MUST BE MADE WITH THE

PIPE CUT FLUSH WITH THE INSIDE OF THE BOX AND GROUTED OR SEALED AS REQUIRED BY THE PUBLIC UTILITIES INSPECTOR. ALL MANHOLE, CLEANOUT BOX OR CATCH BASIN DISCONNECTIONS MUST BE REPAIRED AND GROUTED AS REQUIRED BY THE ON-SITE PUBLIC UTILITIES INSPECTOR

CONTRACTOR SHALL NOT ALLOW ANY GROUNDWATER OR DEBRIS TO ENTER THE NEW OR EXISTING PIPE DURING CONSTRUCTION. UTILITY TRENCHING, BACKFILL AND PIPE ZONE AS PER SLC PUBLIC UTILITIES, "UTILITY INSTALLATION DETAIL."

MILLCREEK NOTES

1. Prior to any work being done in Millcreek's Right-of-way, an Excavation/Encroachment Permit needs to be obtained at https://millcreek.us/436/Publi-Works-Permits. Please contact Kalie Boska at kboska@millcreekut.gov with questions.
2. The post construction surface grading and site drainage must not adversely affect adjacent properties, it will be checked at C/O inspection.
3. All ROW asphalt, concrete (curb, gutter, approaches, sidewalks, and on-site storm systems will be inspected by Ryan Bagshaw. Contact by phone 801-214-2664 or email at rbagshaw@millcreekut.gov for on-site inspections.
4. Any ROW concrete curb, gutter, and sidewalk damaged or not meeting Millcreek's standard at the time of C/O will need to be replaced at the expense of the project.

811 Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER — No. 270393 — 12/29/25 — DAVID W. PETERSON — STATE OF UTAH

REVISIONS

Rev.	Date	Description

Developer: Russell Sorensen
10808 S. River Front Parkway 3015
South Jordan, UT 84095
801-301-4104, soarrealty@hotmail.com

EXCEL ENGINEERING
David W. Peterson, P.E., License #270393
12 West 100 North, Suite 201C, American Fork, UT 84003
P: (801) 756-4504; david@excelcivil.com

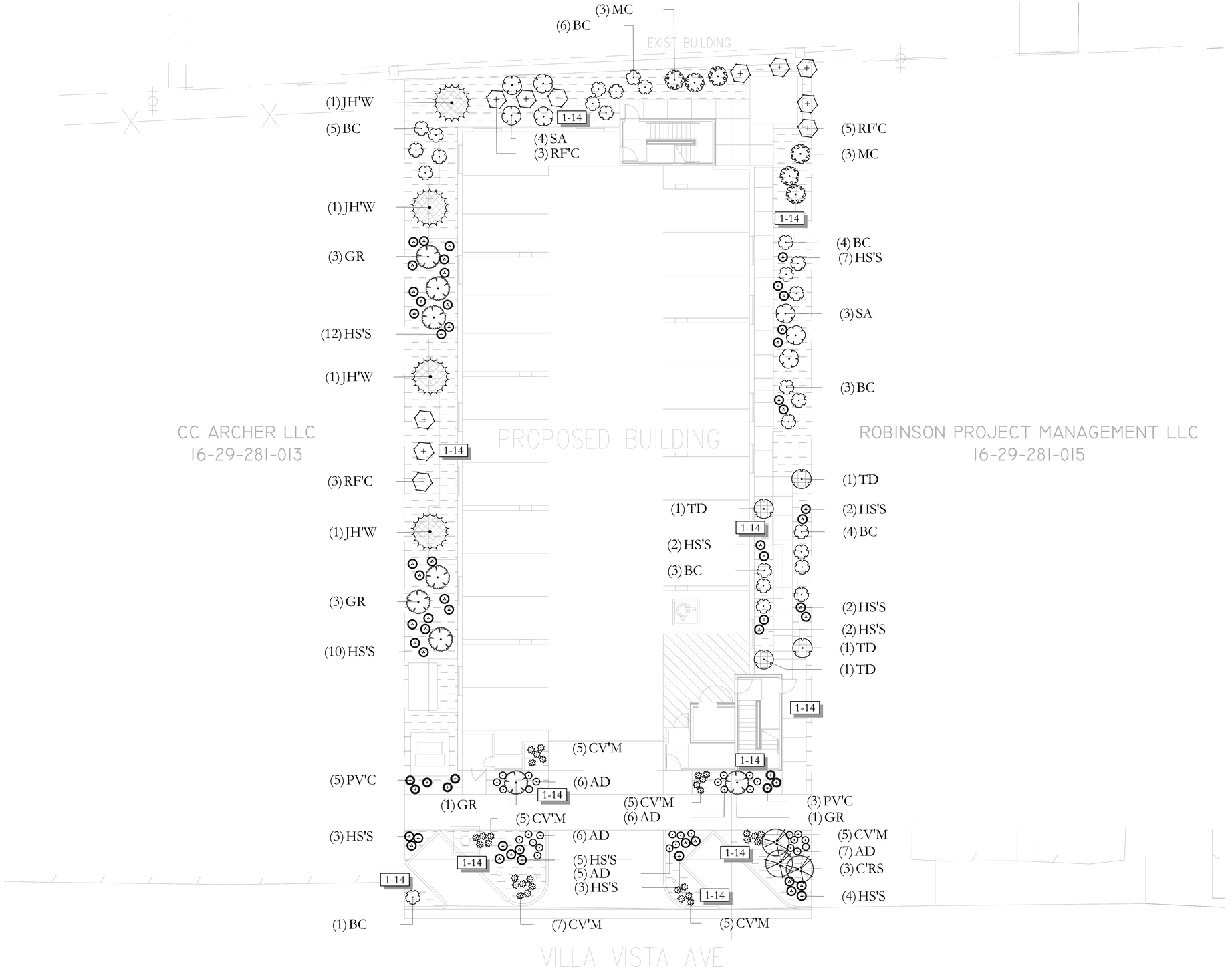
MC29 - CONDO HOMES

MILLCREEK 1285 E Villa Vista Ave. UTAH

Drawn by:	D.W.P.
Designed by:	D.W.P.
Checked by:	D.W.P.

SALT LAK CITY PUBLIC UTILITY NOTES

Scale:	NTS
Date:	12/29/25
	C10



PLANT MATERIALS

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

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
DECIDUOUS TREES					
	C'RS	3	Cercis canadensis 'JN2' The Rising Sun™ Eastern Redbud Moderate; 10-12' tall x 8' wide; sun to part shade; z5; Utah Lake water tolerant	15 gal	1.5"Cal
	GR	8	Ginkgo biloba 'Grindstone' Grindstone Maidenhair Tree	15 gal	

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT
DECIDUOUS SHRUBS				
	BC	26	Berberis thunbergii 'Crimson Pygmy' Crimson Pygmy Japanese Barberry	5 gal
	RF'C	11	Rhamnus frangula 'Columnaris' Tall Hedge Buckthorn moderate; 15x4; sun; z2; Utah Lake water tolerant	5 gal
	SA	7	Symphoricarpos albus Common Snowberry	5 gal
EVERGREEN SHRUBS				
	JH'W	4	Juniperus horizontalis 'Wiltonii' Blue Rug Juniper 8" x 8'; low water; sun; z3; Utah Lake water tolerant	5 gal
	MC	6	Mahonia aquifolium `Compacta` Compact Oregon Grape	5 gal
	TD	4	Taxus x media 'Densiformis' Dense Anglo-Japanese Yew	5 gal
GRASSES				
	HS'S	52	Helictotrichon sempervirens `Sapphire` Blue Oat Grass Tw1; 4x2; AV 3; sun to part shade; z4; Utah Lake water tolerant	1 gal
	PV'C	8	Panicum virgatum PRAIRIE WINDS 'Cheyenne Sky' Cheyenne Sky Switch Grass Tw2; 3x2; AV 3; sun; z4; Utah Lake water tolerant	1 gal
PERENNIALS				
	AD	30	Anacyclus depressus Altas Daisy	5 gal
	CV'M	32	Coreopsis verticillata 'Moonbeam' Moonbeam Tickseed moderate; 1.5 x 1.5; sun; z3; Utah Lake water tolerant	1 gal

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			
	1-14	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	3,740 sf

ISSUE DATE: 2/2/2026

PROJECT NUMBER: UT26005

PLAN INFORMATION

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 01/06/2026

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

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

NORTH

0' 5' 10' 20' 40'

GRAPHIC SCALE: 1" = 10'

PROJECT INFORMATION

MC29
1285 E VILLA VISTA AVE
SOUTH JORDAN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

MIKE OBORN
801-502-6555

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LANDSCAPE ARCHITECT / PLANNER

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

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY ANDREW ANDREWSEN
812851-5301
2/2/2026
ELECTRONIC SEAL
STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	KBA
PLOT DATE:	2/2/2026

LANDSCAPE OVERALL PLAN

CITY PERMIT SET

LP-100

LANDSCAPE PLAN SPECIFICATIONS

PART I - 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. FINE 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 30 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-GUYING 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 II - 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 GROUNDCOVERS.

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

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:

a. PH: 5.5-7.5
b. EC (ELECTRICAL CONDUCTIVITY): < 2.0 MMHOS PER CENTIMETER
c. SAR (SODIUM ABSORPTION RATION): < 3.0
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 EQUAL) 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:

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

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

PART III - 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 PLANTERS BELOW GRADE OF ADJACENT PAVED SURFACED. 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 EXCEPTIONS.

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 TECHNIQUES SHALL BE USED. DO NOT LEAVE STUBS AND DO NOT CUT 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. TOP SOIL 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 ½ 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 BLEMISHES. 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 TOO 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 DISTANCES WITH STRINGS 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

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, BERMS, 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, WHICHEVER 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 MATCHING 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 LAWN AND PLANTER AREAS. ANY TREES LOCATED IN LAWN MUST HAVE A 4-6' TREE RING OF THE SAME EDGING.

LAWN/GRASS AREA

- SOD
  - O 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. FINE 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 SHREDDED FINES. SUBMIT SAMPLES TO BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER BEFORE INSTALLATION.
- SEED
  - O **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 INCHES BEFORE ADDING 6" OF WEED FREE TOPSOIL WITH HIGH ORGANIC MATTER. FINE LEVEL ALL AREAS PRIOR TO HYDROSEEDING AND SET THE GRADE FOR POSITIVE DRAINAGE. TOPSOIL SHOULD BE SOFT AT TIME OF APPLICATION. FERTILIZER IS TO BE ADDED WHEN HYDROSEEDING. REFER TO SOIL TEST RESULTS AND HYDROSEEDING CONTRACTOR FOR APPLICATION RATES.
  - O **SEED**: USE SEED MIXES AS SPECIFIED BY LANDSCAPE ARCHITECT OF PURE LIVE SEED (PLS) ON A BASIS/ACRE. THE OPTIMUM TIME TO PANT IS IN NOVEMBER BEFORE THE FIRST SNOW. DO NOT SOW OVER HEAVY SNOWPACK. SEED WILL LAY DORMANT AND BE READY TO GERMINATE ONCE THE GROUND THAWS AND WARMS IN LATE WINTER. IF SEEDING IN LATE FALL IS NOT POSSIBLE, SEED BEFORE APRIL 1. CONTACT SUMMIT SEED. DARRELL@SUMMITSEEDING.COM 435-709-8003.
  - O **APPLICATION**: HYDROSEEDING SHALL CONSIST OF SEED, TACKIFIER, WOOD FIBER MULCH AND FERTILIZER IN A WATER BASED SLURRY. TANK MOUNTED TRUCK SHALL HAVE CONTINUOUS AGITATION. THE PUMP ON THE TRUCK WILL FORCE THE SLURRY THROUGH A TOP-MOUNTED DISCHARGE NOZZLE (TOWER). USE 2000 POUNDS WOOD FIBER MULCH AND 50-100 POUNDS OF TACKIFIER PER ACRE.
  - O **IRRIGATION**: ALL AREAS MUST BE KEPT MOIST WITHOUT PUDDLES OR RUNOFF USING FREQUENT DAYTIME WATER CYCLES. ADJUST AND MONITOR SPRINKLERS AND CLOCK TO ACHIEVE PROPER IRRIGATION.

- IF PERMANENT IRRIGATION IS NOT PLANNED, TEMPORARY IRRIGATION IS REQUIRED AT THE FOLLOWING SCHEDULE: FOR 8 WEEKS SOIL SHALL REMAIN DAMP DURING ESTABLISHMENT PERIOD WITHOUT PUDDLING ON SOIL SURFACE. APPLY WATER APPROXIMATELY THREE TIMES A DAY FOR 5-7 MINUTES FOR EACH IRRIGATION EVENT DEPENDING ON TEMPERATURE AND TIME OF YEAR. A SPARSE DENSITY IS EXPECTED. CONTINUE TEMPORARY IRRIGATION FOR ONE YEAR EVENTUALLY REDUCING WATER APPLICATION TO ONCE A WEEK, THEN ONCE EVERY TWO WEEKS TO FINALLY ONCE A MONTH. MONITOR PROGRESS OF ESTABLISHMENT AND ADJUST SPRINKLERS ACCORDINGLY. THE GOAL IS TO CREATE A HEALTHY STAND OF GRASSES WITH LITTLE TO NO IRRIGATION.
  - O **WEED CONTROL AND MAINTENANCE:** MANDATORY WEED CONTROL IS REQUIRED TO REDUCE COMPETITION AND WEED SEED PRODUCTION. WEEDS MUST BE KEPT UNDER CONTROL BY MECHANICALLY PULLING OR CHEMICALLY SPRAYING AS DIRECTED BY THE APPLICATOR. APPLY A BROADLEAF HERBICIDE BIANNUALLY AND ESTABLISH A CONSISTENT REGIMEN OF MOWING AND FERTILIZING TO PREVENT WEEDS FROM PRODUCING SEED. MOW ONCE IN THE SPRING AND ONCE IN THE FALL BEFORE FERTILIZATION. FERTILIZER OPTION IS SUSTAIN 4-6-4 DEPENDING ON SOIL FERTILITY. DO NOT MOW SHORTER THAN 4 INCHES. BAG ALL CUTTINGS TO REMOVE WEED SEED FROM PROPERTY. KEEP WEEDS CUT DOWN AND DO NOT LET THEM GO TO SEED. WEED SEED PRODUCTION IS THE GAUGE FOR WHEN TO MOW, WHICH GENERALLY OCCURS IN APRIL OR MAY AS WELL AS EARLY FALL DEPENDING ON TEMPERATURE AND MOISTURE. THIS PROCEDURE WILL BE REQUIRED UNTIL A HEALTHY STAND OF GRASSES IS EVIDENT AND COMPETING WELL WITH WEEDS. EXPECT FROM 1 TO 3 YEARS.
  - O **PROGANICS BIOTIC SOIL MEDIA**: WHERE CONDITIONS MAY PROHIBIT ADDING TOPSOIL, PROGANICS BIOTIC SOIL MEDIA SHOULD BE APPLIED BY HYDROSEEDER AT 3500LBS/ACRE WITH SEED AND FERTILIZER PRIOR TO THE APPLICATION OF WOOD MULCH(2000LBS/ACRE) COMBINED WITH TACKIFIER (50-100 LBS/ACRE)
  - O **ADDING FORBS**: SHRUBS AND PERENNIALS, BY SEED OR CONTAINER, CAN BE ADDED ONCE WEEDS ARE UNDER CONTROL AND HERBICIDE IS NO LONGER NEEDED. USUALLY 1-2 YEARS AFTER HYDROSEEDING.

MULCH

- ORGANIC
  - O 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 3" DEPTH OF ORGANIC MULCH TOP DRESSING. KEEP MULCH AWAY FROM TOP OF ROOT BALL OF ALL PLANT MATERIAL.
  - O IF REQUIRED BY CITY, INSTALL DEWITT 5OZ 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 TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.
  - O IF USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER.
  - O ANNUAL PLANTING AREAS AS SHOWN ON PLANS 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.
- INORGANIC
  - O 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 20' 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.
  - O IF REQUIRED BY CITY, INSTALL DEWITT 5OZ 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 TREFLAN 10 AS A PRE-EMERGENT. APPLY ACCORDING TO LABEL DIRECTIONS BY CERTIFIED PESTICIDE APPLICATOR AFTER PLANTING AND AFTER APPLYING MULCH.
  - O IF USING TREFLAN 10 WITHOUT WEED BARRIER, THIS AREA WILL ALSO NEED AN YEARLY MANAGEMENT PROGRAM. SUBMIT PROGRAM TO OWNER. UPON REQUEST, A PLANT GUIDE IS AVAILABLE WITH OUR RECOMMENDATIONS REGARDING WEED BARRIER, PLANT CARE AND MAINTENANCE.

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 PLANTER 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 REQUIRED TO USE TRADE KNOWLEDGE FOR IMPLEMENTATION. 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.

SITE MATERIALS

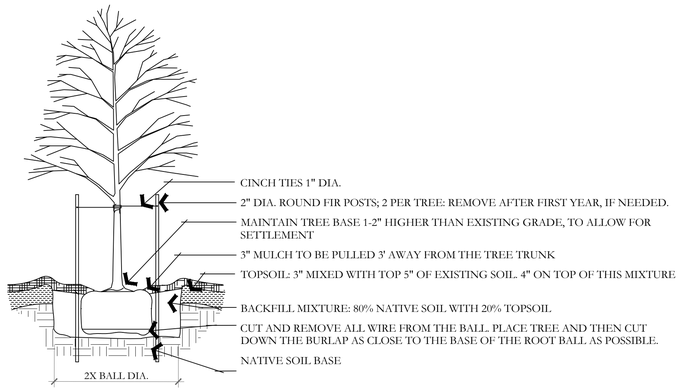
(NOTE: SITE MATERIALS QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	DESCRIPTION	QTY
1 LANDSCAPE			
	1-14	1" MINUS TAN CRUSHED ROCK SUBMIT SAMPLES FOR LANDSCAPE ARCHITECT AND OWNER APPROVAL. PROVIDE 3" DEPTH OF ROCK MULCH TOP DRESSING. SEE INORGANIC MULCH LANDSCAPE NOTES FOR ADDITIONAL INFORMATION. SHEET LP-101.	3,740 sf

PLANT MATERIALS

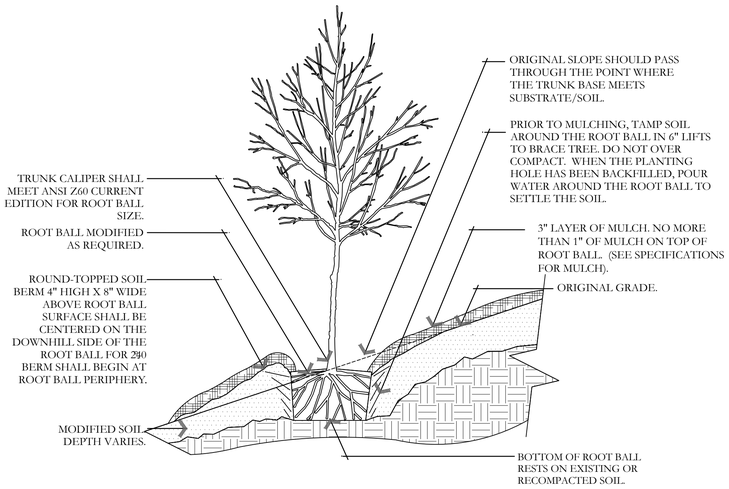
(NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.)

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL
DECIDUOUS TREES					
	CRS	3	Cercis canadensis 'JN2' The Rising Sun™ Eastern Redbud Moderate; 10-12' tall x 8' wide; sun to part shade; z5; Utah Lake water tolerant	15 gal	1.5"Cal
	GR	8	Ginkgo biloba 'Grindstone' Gr



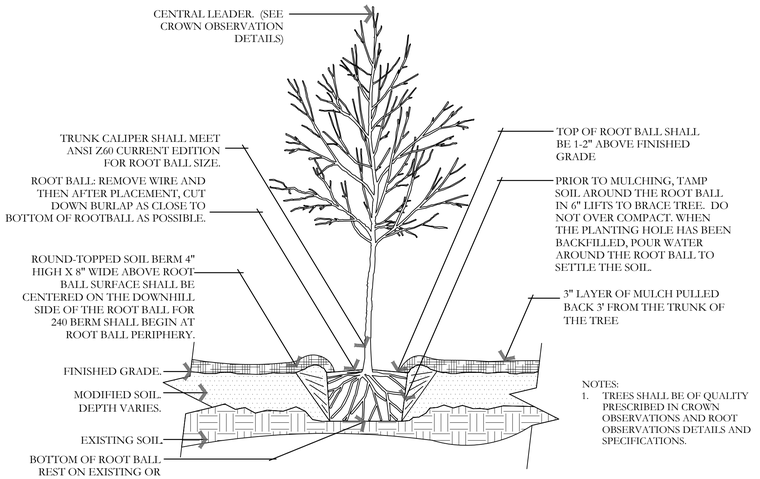
A DECIDUOUS TREE PLANTING

NOT TO SCALE



B TREE ON SLOPE 5% (20:1) TO 50% (2:1)

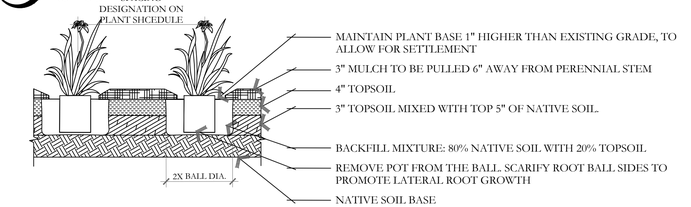
NOT TO SCALE



NOTES:
1. TREES SHALL BE OF QUALITY PRESCRIBED IN CROWN OBSERVATIONS AND ROOT OBSERVATIONS DETAILS AND SPECIFICATIONS.

C TREE W/ BERM (EXISTING SOIL MODIFIED)

NOT TO SCALE

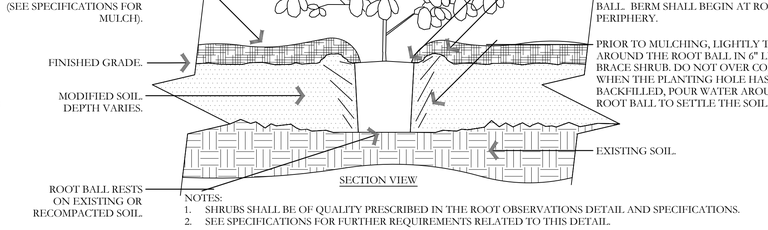


F PERENNIAL PLANTING

NOT TO SCALE

D EVERGREEN TREE PLANTING

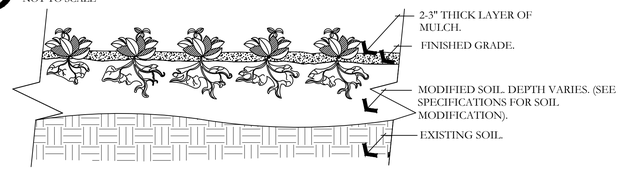
NOT TO SCALE

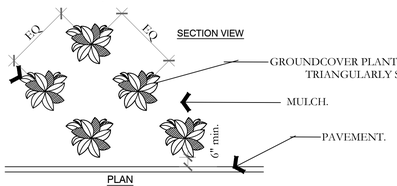


NOTES:
1. SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.
2. SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

E SHRUB - MODIFIED SOIL

NOT TO SCALE

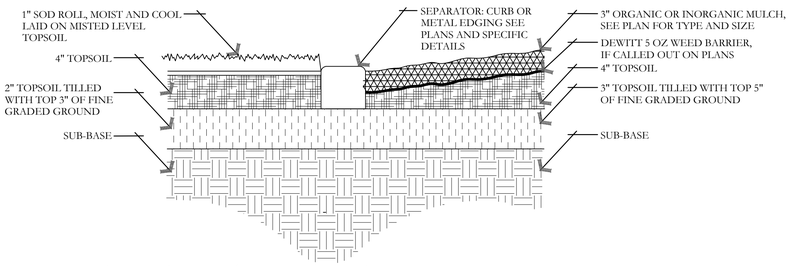




NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION. THAT GROW
2- SMALL ROOTS AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING. (SEE ROOT BALL SHAVING CONTAINER DETAIL).
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

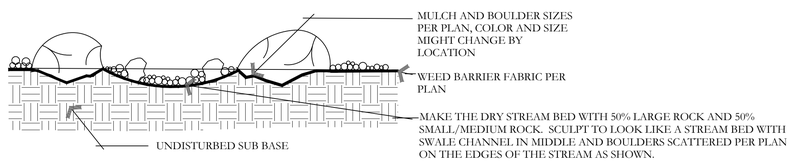
H PERENNIAL/GROUNDCOVER PLANTING

NOT TO SCALE



I SOD LAYING/MULCH DETAIL

NOT TO SCALE



J BOULDER AND DRY STREAM BED DETAIL

NOT TO SCALE

ISSUE DATE	PROJECT NUMBER	PLAN INFORMATION	PROJECT INFORMATION	DEVELOPER / PROPERTY OWNER / CLIENT	LANDSCAPE ARCHITECT / PLANNER	LICENSE STAMP	DRAWING INFO
2/2/2026	UT26005	** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 01/06/2026	MC29 1285 E VILLA VISTA AVE SOUTH JORDAN, UTAH	MIKE OBORN 801-502-6555	PKJ DESIGN GROUP Landscape Architecture & Planning & Visualization 3450 N. TRIUMPH BLVD. SUITE 102 LEHI, UTAH 84043 (801) 995-2217 www.pkjdesigngroup.com	LICENSED LANDSCAPE ARCHITECT JEREMY AINSWORTH 8128121-5301 2/2/2026 ELECTRONIC SEAL STATE OF UTAH	PM: JTA DRAWN: ACP CHECKED: KBA PLOT DATE: 2/2/2026

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

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

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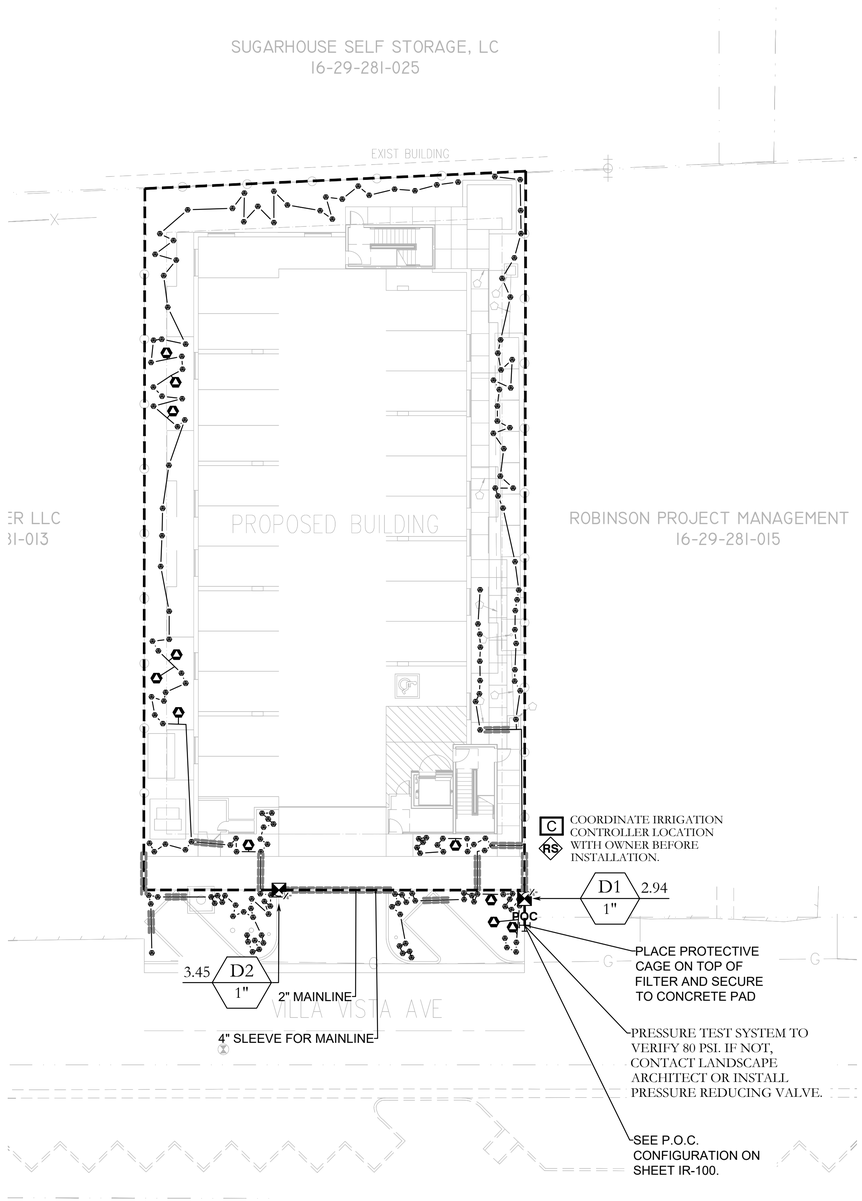
LANDSCAPE DETAILS

CITY PERMIT SET

LP-501



P.O.C. CONFIGURATION

(NOTE: PRESSURE TEST SYSTEM TO VERIFY 80 PSI. IF NOT, CONTACT LANDSCAPE ARCHITECT OR INSTALL PRESSURE REDUCING VALVE.)

- POC — SOURCE DATA
- SHUTOFF VALVE
- F — AMIAD SCREEN FILTER
- M — MASTER VALVE
- FS — 1" FLOW SENSOR
- QUICK COUPLER

IRRIGATION LEGEND

(NOTE: PLANT QUANTITIES ARE PROVIDED FOR CONVENIENCE ONLY. IN CASE OF DISCREPANCY, THE DRAWING SHALL TAKE PRECEDENCE.) IF YOU NEED HELP WITH A WATER AUDIT CONSULTATION, OR A PLANT MAINTENANCE SCHEDULE, CONTACT PKJ@PKJDESIGNGROUP.COM)

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-100-IVMQ(2) 1" Wide Flow IVM Drip Control Kit for Commercial Applications. 1in. Ball Valve with 1in. PESBIVM Smart Valve w/ factory installed IVM-SOL 0.3-20 gpm and 1in. Pressure Regulating 40psi Quick-Check Basket Filter 0.3-20 gpm	2
	Rain Bird XFS-09-18 Drip Ring(SHRUB)	180
	Rain Bird XFS-09-18 Drip Ring(TREE)	11

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 44-RC 1" 1in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Thermoplastic Rubber Cover, and 2-Piece Body.	1
	Shut Off Valve	1
M	Rain Bird EFB-CP-PRS-D 1-1/2" 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	1
C	Rain Bird ESPLXIVM 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Cabinet. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device in Rain Bird Round Valve Boxes. Install Per Manufacturers Recommendations.	1
RS	Rain Bird WRZ-RC Wireless Rain Sensor Combo, includes 1 receiver and 1 rain sensor transmitter.	1
FS	Rain Bird FS-200-B 2in. Flow Sensor, Brass Model. Suggested Operating Range 10 GPM to 100 GPM. Size for Flow Not According to Pipe Size. Rain Bird Compatible Controllers: ESP-LXIVM(P) | LXD | LXME2(P) | ME3, or Controllers Accepting Custom K-Factor and Offset. Install in Rain Bird Valve Box.	1
F	Amiad 2-T-S-SCAN-Steel Screen 200mm Amiad 2in. T-Super Scanaway Manual Plastic Filter, NPT thread, Steel Screen Element. Clogging Indicator Kit. Engineered-plastic material, maximum working pressure 145psi.	1
POC	Point of Connection 1 1/2"	1
	Irrigation Lateral Line: PVC Schedule 40 3/4"	811.3 lf
	Irrigation Mainline: PVC Schedule 40	495.8 lf
	Pipe Sleeve: PVC Class 200 SDR 21	92.3 lf

Valve Callout
- # — Valve Number
- # — Valve Flow
- #" — Valve Size

ISSUE DATE	PROJECT NUMBER
2/2/2026	UT26005

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

PLAN INFORMATION

** THIS PRINT FROM PKJ DESIGN GROUP IS BASED ON CIVIL AND ARCHITECT INFORMATION ISSUED ON 01/06/2026

811 BLUE STAKES OF UTAH
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www.bluestakes.org

NORTH

0' 8' 16' 32' 64'

GRAPHIC SCALE: 1" = 16'

PROJECT INFORMATION

MC29
1285 E VILLA VISTA AVE
SOUTH JORDAN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

MIKE OBORN
801-502-6555

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LANDSCAPE ARCHITECT / PLANNER

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

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT — JEREMY ANDREW ACKWORTH — 8128121-5301 — 2/2/2026 — ELECTRONIC SEAL — STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	KBA
PLOT DATE:	2/2/2026

IRRIGATION OVERALL PLAN

CITY PERMIT SET

IR-100

IRRIGATION PLAN SPECIFICATIONS

IRRIGATION SPECIFICATIONS

PART I - GENERAL

1.1 SUMMARY

WORK TO BE DONE INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE THE PROJECT IRRIGATION SYSTEM AS INDICATED ON THE CONSTRUCTION DRAWINGS, AND AS SPECIFIED HEREIN. THIS INCLUDES BUT IS NOT LIMITED TO: FURNISHING AND INSTALLING UNDERGROUND AND ABOVE GROUND SPRINKLER SYSTEM COMPLETE WITH ANY ACCESSORIES NECESSARY FOR PROPER FUNCTION AND OPERATION OF THE SYSTEM. ALL PLANT MATERIAL ON THE PROJECT SHALL BE IRRIGATED. REMOVE AND DISPOSE OF ANY EXISTING SPRINKLER SYSTEM COMPONENTS WHICH ARE DISTURBED DURING THE CONSTRUCTION PROCESS AND ARE NOT TO BE SAVED. RESTORATION OF ANY ALTERED OR DAMAGED EXISTING LANDSCAPE TO ORIGINAL STATE AND CONDITION.

1.2 SYSTEM DESCRIPTION

A. DESIGN OF IRRIGATION COMPONENTS: LOCATIONS OF IRRIGATION COMPONENTS ON CONSTRUCTION DRAWINGS MAY BE APPROXIMATE. PIPING, SLEEVING AND/OR OTHER COMPONENTS SHOWN ON CONSTRUCTION DRAWINGS MAY BE SHOWN SCHEMATICALLY FOR GRAPHIC CLARITY AND DEMONSTRATION OF COMPONENT GROUPINGS AND SEPARATIONS. ALL IRRIGATION COMPONENTS SHALL BE PLACED IN LANDSCAPED AREAS, WITH THE EXCEPTION OF POPE AND WIRE IN SLEEVING UNDER HARDSCAPES. ACTUAL ROUTING OF PIPE, WIRE OR OTHER COMPONENTS MAY BE ALTERED DUE TO SITE CONDITIONS NOT ACCOUNTED FOR IN THE DESIGN PROCESS.

B. CONSTRUCTION REQUIREMENTS: ACTUAL PLACEMENT MAY VARY AS REQUIRED TO ACHIEVE A MINIMUM OF 100% COVERAGE WITHOUT OVERSPRAY ONTO HARDSCAPE, BUILDINGS OR OTHER FEATURES.

C. LAYOUT OF IRRIGATION COMPONENTS: DURING LAYOUT AND STAKING, CONSULT WITH OWNER APPROVED REPRESENTATIVE (HEREAFTER REFERRED TO AS OAR) TO VERIFY PROPER PLACEMENT OF IRRIGATION COMPONENTS, AND TO PROVIDE CONTRACTOR RECOMMENDATIONS FOR CHANGES WHERE REVISIONS MAY BE ADVISABLE. SMALL OR MINOR ADJUSTMENTS TO SYSTEM LAYOUT ARE PERMISSIBLE TO AVOID EXISTING FIELD OBSTRUCTIONS SUCH AS UTILITY BOXES OR STREET LIGHT POLES. CONTRACTOR SHALL PLACE REMOTE CONTROL VALVES IN GROUPS AS PRACTICAL TO ECONOMIZE ON QUANTITY OF MANIFOLD ISOLATION VALVES. QUICK COUPLER VALVES SHALL BE PLACED WITH MANIFOLD GROUPS AND PROTECTED BY MANIFOLD ISOLATION VALVES. QUICK COUPLER VALVES ARE SHOWN ON CONSTRUCTION DOCUMENTS IN APPROXIMATE LOCATIONS.

1.3 DEFINITIONS

A. WATER SUPPLY: SECONDARY WATER PIPING AND COMPONENTS, FURNISHED AND INSTALLED BY OTHERS TO PROVIDE IRRIGATION WATER TO THIS PROJECT, INCLUDING BUT NOT LIMITED TO FILTER, SADDLES, NIPPLES, SPOOLS, SHUT OFF VALVES, CORPORATION STOP VALVES, WATER METERS, PRESSURE REGULATION VALVES, AND PIPING UPSTREAM OF (OR PRIOR TO) THE POINT OF CONNECTION.

B. POINT OF CONNECTION: LOCATION WHERE THE CONTRACTOR SHALL TIE INTO THE WATER SUPPLY. MAY REQUIRE FILTER, SADDLE, NIPPLES, SPOOLS, ISOLATION VALVES OR STOP AND WASTE VALVE FOR LANDSCAPE IRRIGATION NEEDS AND USE.

C. MAIN LINE PIPING: PRESSURIZED PIPING DOWNSTREAM OF THE POINT OF CONNECTION TO PROVIDE WATER TO REMOTE CONTROL VALVES AND QUICK COUPLERS. NORMALLY UNDER CONSTANT PRESSURE.

D. LATERAL LINE PIPING: CIRCUIT PIPING DOWNSTREAM OF REMOTE CONTROL VALVES TO PROVIDE WATER TO SPRINKLER HEADS, DRIP SYSTEMS OR BUBBLERS.

1.4 REFERENCES

A. THE FOLLOWING STANDARDS WILL APPLY TO THE WORK OF THIS SECTION:

a. ASTM-AMERICAN SOCIETY FOR TESTING AND MATERIALS

b. IA - THE IRRIGATION ASSOCIATION: MAIN BMP DOCUMENT, LANDSCAPE IRRIGATION SCHEDULING AND WATER MANAGEMENT DOCUMENT.

1.5 SUBMITTALS

A. AT LEAST THIRTY (30) DAYS PRIOR TO ORDERING OF ANY MATERIALS, THE CONTRACTOR SHALL PROVIDE MANUFACTURER CATALOG CUT SHEET AND CURRENT PRINTED SPECIFICATIONS FOR EACH ELEMENT OR COMPONENT OF THE IRRIGATION SYSTEM. SUBMITTALS SHALL BE IN THREE RING BINDERS OR OTHER SIMILAR BOUND FORM. PROVIDE FIVE COPIES OF SUBMITTALS TO OAR FOR DISTRIBUTION. PLACE COVER OR INDEX SHEET INDICATING ORDER IN SUBMITTAL DOCUMENT. NO MATERIAL SHALL BE ORDERED, DELIVERED OR ANY WORK PRECEDED IN THE FIELD UNTIL THE REQUIRED SUBMITTALS HAVE NEED REVIEWED IN ITS ENTIRETY AND STAMPED APPROVED. DELIVERED MATERIAL SHALL MATCH THE APPROVED SAMPLES.

B. OPERATION AND MAINTENANCE MANUAL:

a. AT LEAST THIRTY (30) DAYS PRIOR TO FINAL INSPECTION, THE CONTRACTOR SHALL PROVIDE OPERATION AND MAINTENANCE MANUAL TO OAR, CONTAINING:

i. MANUFACTURER CATALOG CUT SHEET AND CURRENT PRINTED SPECIFICATIONS FOR EACH ELEMENT OR COMPONENT OF THE IRRIGATION SYSTEM.

ii. PARTS LIST FOR EACH OPERATING ELEMENT OF THE SYSTEM

iii. MANUFACTURER PRINTED LITERATURE ON OPERATION AND MAINTENANCE OF OPERATING ELEMENTS OF THE SYSTEM.

iv. SECTION LISTING INSTRUCTIONS FOR OVERALL SYSTEM OPERATION AND MAINTENANCE. INCLUDE DIRECTIONS FOR SPRING START-UP AND WINTERIZATION.

b. PROJECT RECORD COPY

i. MAINTAIN AT PROJECT SITE ONE COPY OF ALL PROJECT DOCUMENTS CLEARLY MARKED "PROJECT RECORD COPY". MARK ANY DEVIATION IN MATERIAL INSTALLATION ON CONSTRUCTION DRAWINGS. MAINTAIN AND UPDATE DRAWING AT LEAST WEEKLY. PROJECT RECORD COPY TO BE AVAILABLE TO OAR ON DEMAND.

ii. COMPLETED PROJECT AS-BUILT DRAWINGS

ii.a. PRIOR TO FINAL INSPECTION, PREPARE AND SUBMIT TO OAR ACCURATE AS-BUILT DRAWINGS

ii.b. SHOW DETAIL AND DIMENSION CHANGES MADE DURING INSTALLATION. SHOW SIGNIFICANT DETAILS AND DIMENSIONS THAT WERE NOT SHOWN IN ORIGINAL CONTRACT DOCUMENTS.

ii.c. FIELD DIMENSION LOCATIONS OF SLEEVING, POINTS OF CONNECTION, MAIN LINE PIPING, WIRING RUNS NOT CONTAINED IN MAIN LINE PIPE TRENCHES, VALVES AND VALVE BOXES, QUICK COUPLER VALVES.

ii.d. DIMENSIONS ARE TO BE TAKEN FROM PERMANENT CONSTRUCTED SURFACES, FEATURES, OR FINISHED EDGES LOCATED AT OR ABOVE FINISHED GRADE.

ii.e. CONTROLLER MAP: UPON COMPLETION OF SYSTEM, PLACE IN EACH CONTROLLER A COLOR CODED COPY OF THE AREA THAT CONTROLLER SERVICES: INDICATING ZONE NUMBER, TYPE OF PLANT MATERIAL AND LOCATION ON PROJECT THAT ZONE SERVICES. LAMINATE MAP WITH HEAT SHRINK CLEAR PLASTIC.

1.6 QUALITY ASSURANCE

A. ACCEPTANCE: DO NOT INSTALL WORK IN THIS SECTION PRIOR TO ACCEPTANCE BY OAR.

B. REGULATORY REQUIREMENTS: ALL WORK AND MATERIALS SHALL BE ACCORDING TO ANY AND ALL RULES, REGULATIONS OR CODES, WHETHER THEY ARE STATE OR LOCAL LAWS AND ORDINANCES. CONTRACT DOCUMENTS, DRAWINGS OR SPECIFICATIONS MAY NOT BE CONSTRUED OR INTERPRETED TO PERMIT WORK OR MATERIALS NOT CONFORMING TO THE ABOVE CODES.

C. ADEQUATE WATER SUPPLY: WATER SUPPLY TO THIS PROJECT EXISTS, INSTALLED BY OTHERS. CONNECTIONS TO THESE SUPPLY LINES SHALL BE BY THIS CONTRACTOR. VERIFY THAT PROPER CONNECTION IS AVAILABLE TO SUPPLY LINE AND IS OF ADEQUATE SIZE. VERIFY THAT SECONDARY CONNECTION COMPONENTS MAY BE INSTALLED IF NECESSARY. PERFORM STATIC PRESSURE TEST PRIOR TO COMMENCEMENT OF WORK. NOTIFY OAR IN WRITING OF PROBLEMS ENCOUNTERED PRIOR TO PROCEEDING.

D. WORKMANSHIP AND MATERIALS:

a. IT IS THE INTENT OF THIS SPECIFICATION THAT ALL MATERIAL HEREIN SPECIFIED AND SHOWN ON THE CONSTRUCTION DOCUMENTS SHALL BE OF THE HIGHEST QUALITY AVAILABLE AND MEETING THE REQUIREMENTS SPECIFIED.

b. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE BEST STANDARDS OF PRACTICE RELATING TO THE TRADE.

E. CONTRACTOR QUALIFICATIONS:

a. CONTRACTOR SHALL PROVIDE DOCUMENT OR RESUME INCLUDING AT LEAST THE FOLLOWING ITEMS:

i. THAT CONTRACTOR HAS BEEN INSTALLING SPRINKLERS ON COMMERCIAL PROJECTS FOR FIVE PREVIOUS CONSECUTIVE YEARS.

ii. CONTRACTOR IS LICENSED TO PERFORM LANDSCAPE AND IRRIGATION CONSTRUCTION IN THE STATE OF THIS PROJECT.

iii. CONTRACTOR IS BONDABLE FOR THE WORK TO BE PERFORMED.

iv. REFERENCES OF FIVE PROJECTS OF SIMILAR SIZE AND SCOPE COMPLETED WITHIN THE LAST FIVE YEARS. THREE OF THE PROJECTS LISTED SHALL BE LOCAL.

v. LISTING OF SUPPLIERS WHERE MATERIALS WILL BE OBTAINED FOR USE ON THIS PROJECT.

vi. PROJECT SITE FOREMAN OR SUPERVISOR HAS AT LEAST FIVE CONSECUTIVE YEARS OF COMMERCIAL IRRIGATION INSTALLATION EXPERIENCE. THIS PERSON SHALL BE A CURRENT CERTIFIED IRRIGATION CONTRACTOR IN GOOD STANDING AS SET FORTH BY THE IRRIGATION ASSOCIATION. THIS PERSON SHALL BE ON PROJECT SITE AT LEAST 75% OF EACH WORKING DAY.

vii. EVIDENCE THAT CONTRACTOR CURRENTLY EMPLOYS WORKERS IN SUFFICIENT QUANTITIES TO COMPLETE PROJECT WITHIN TIME LIMITS THAT ARE ESTABLISHED BY THE CONTRACT.

viii. ALL GENERAL LABORERS OR WORKERS ON THE PROJECT SHALL BE PREVIOUSLY TRAINED AND FAMILIAR WITH SPRINKLER INSTALLATION AND HAVE A MINIMUM OF ONE-YEAR EXPERIENCE. THOSE WORKERS PERFORMING TASKS RELATED TO PVC PIPE SHALL HAVE CERTIFICATES DESIGNATED BELOW.

1.7 DELIVERY-STORAGE-HANDLING

A. DURING DELIVERY, INSTALLATION AND STORAGE OF MATERIALS FOR PROJECT, ALL MATERIALS SHALL BE PROTECTED FROM CONTAMINATION, DAMAGE, VANDALISM, AND PROLONGED EXPOSURE TO SUNLIGHT. ALL MATERIAL STORED ON PREMISES SHALL BE NEATLY ORGANIZED IN A COMPACT ARRANGEMENT AND STORAGE SHALL NOT DISRUPT PROJECT OWNER OR OTHER TRADES ON PROJECT SITE. ALL MATERIAL TO BE INSTALLED SHALL BE HANDLED BY CONTRACTOR WITH CARE TO AVOID BREAKAGE OR DAMAGE. DAMAGED MATERIALS ATTRIBUTED TO CONTRACTOR SHALL BE REPLACED WITH NEW AT CONTRACTOR'S EXPENSE.

1.8 SEQUENCING

A. PERFORM SITE SURVEY, RESEARCH UTILITY RECORDS, CONTACT UTILITY LOCATION SERVICES. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL HAZARDS AND UTILITIES PRIOR TO WORK COMMENCEMENT. INSTALL SLEEVING PRIOR TO INSTALLATION OF CONCRETE, PAVING OR OTHER PERMANENT SITE ELEMENTS. IRRIGATION SYSTEM POINT OF CONNECTION COMPONENTS, FILTER AND PRESSURE REGULATION DEVICES SHALL BE INSTALLED AND OPERATIONAL PRIOR TO ALL DOWNSTREAM COMPONENTS. ALL MAIN LINES SHALL BE THOROUGHLY FLUSHED OF ALL DEBRIS PRIOR TO INSTALLATION OF ANY SPRINKLER HEADS.

1.9 WARRANTY

A. CONTRACTOR SHALL PROVIDE ONE YEAR WARRANTY. WARRANTY SHALL COVER ALL MATERIALS, WORKMANSHIP AND LABOR. WARRANTY SHALL INCLUDE FILLING AND OR REPAIRING DEPRESSIONS OR REPLACING TURF OR OTHER PLANTINGS DUE TO SETTLEMENT OF IRRIGATION TRENCHES OR IRRIGATION SYSTEM ELEMENTS. VALVE BOXES, SPRINKLERS OR OTHER COMPONENTS SETTLED FROM ORIGINAL FINISH GRADE SHALL BE RESTORED TO PROPER GRADE. IRRIGATION SYSTEM SHALL HAVE BEEN ADJUSTED TO PROVIDE PROPER, ADEQUATE COVERAGE OF IRRIGATED AREAS.

1.10 OWNER'S INSTRUCTION

A. AFTER SYSTEM IS INSTALLED, INSPECTED, AND APPROVED, INSTRUCT OWNER'S REPRESENTATIVES IN COMPLETE OPERATION AND MAINTENANCE PROCEDURES. COORDINATE INSTRUCTION WITH REFERENCES TO PREVIOUSLY SUBMITTED OPERATION AND MAINTENANCE MANUAL.

1.11 MAINTENANCE

A. FURNISH THE FOLLOWING ITEMS TO OWNER'S REPRESENTATIVE:

a. TWO QUICK COUPLER KEYS WITH HOSE SWIVELS.

b. ONE OF EACH TYPE OR SIZE OF QUICK COUPLER VALVE AND REMOTE CONTROL VALVE. FIVE PERCENT OF TOTAL QUANTITIES USED OF EACH SPRINKLER AND SPRINKLER NOZZLE.

B. PROVIDE THE FOLLOWING SERVICES:

a. WINTERIZE ENTIRE IRRIGATION SYSTEM INSTALLED UNDER THIS CONTRACT. WINTERIZE BY 'BLOW-OUT' METHOD USING COMPRESSED AIR. COMPRESSOR SHALL BE CAPABLE OF MINIMUM OF 175 CFM. THIS OPERATION SHALL OCCUR AT THE END OF FIRST GROWING SEASON AFTER NEED FOR PLANT IRRIGATION BUT PRIOR TO FREEZING. COMPRESSOR SHALL BE CAPABLE OF EVACUATING SYSTEM OF ALL WATER PRESSURE REGULATION DEVICES. COMPRESSOR SHALL BE REGULATED TO NOT MORE THAN 60 PSI. START UP SYSTEM THE FOLLOWING SPRING AFTER DANGER OF FREEZING HAS PASSED. CONTRACTOR SHALL TRAIN OWNER'S REPRESENTATIVE IN PROPER START-UP AND WINTERIZATION PROCEDURE.

PART 2 - PRODUCTS

2.1 GENERAL NOTES

A. CONTRACTOR SHALL PROVIDE MATERIALS TO BE USED ON THIS PROJECT. CONTRACTOR SHALL NOT REMOVE ANY MATERIAL PURCHASED FOR THIS PROJECT FROM THE PROJECT SITE, NOR MIX PROJECT MATERIALS WITH OTHER CONTRACTOR OWNED MATERIALS. OWNER RETAINS RIGHT TO PURCHASE AND PROVIDE PROJECT MATERIAL.

2.2 POINT OF CONNECTION

A. THE CONTRACTOR SHALL CONNECT ONTO EXISTING IRRIGATION OR WATER MAIN LINE AS NEEDED FOR POINT(S) OF CONNECTION. CONTRACTOR SHALL INSTALL NEW MAIN LINE AS INDICATED.

2.3 CONNECTION ASSEMBLY

A. SECONDARY WATER SHALL BE USED ON THIS PROJECT. INSTALL FILTER AND RPZ AS NEEDED.

2.4 CONTROL SYSTEM

A. POWER SUPPLY TO THE IRRIGATION CONTROLLER SHALL BE PROVIDED FOR BY THIS CONTRACT.

B. CONTROLLER SHALL BE AS SPECIFIED IN THE DRAWINGS. CONTROLLER SHALL BE SURGE PROTECTED.

a. INSTALLATION OF WALL-MOUNT/GROUND PEDESTAL TIMER CONTROLLERS: IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THIS TASK. POWER CONFIGURATION FOR WALL-MOUNT/GROUND PEDESTAL TIMER CONTROLLERS SHALL BE 120 VAC UNLESS OTHERWISE NOTED.

b. LOCATE CONTROLLER(S) IN GENERAL LOCATION SHOWN ON CONSTRUCTION DRAWINGS. COORDINATE POWER SUPPLY AND BREAKER ALLOCATION WITH ELECTRICAL CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL POWER CONNECTIONS TO CONTROLLERS, WHETHER THEY ARE WALL MOUNT OR PEDESTAL MOUNT. CONTRACTOR SHALL COORDINATE WITH ELECTRICAL OR OTHER PROJECT TRADES AS NEEDED TO FACILITATE INSTALLATION OF POWER TO CONTROLLERS.

C. WIRES CONNECTING THE REMOTE CONTROL VALVES TO THE IRRIGATION CONTROLLER ARE SINGLE CONDUCTORS, TYPE PE. WIRE CONSTRUCTION SHALL INCORPORATE A SOLID COPPER CONDUCTOR AND POLYETHYLENE (PE) INSULATION WITH A MINIMUM THICKNESS OF 0.045 INCHES. THE WIRES SHALL BE UL LISTED FOR DIRECT BURIAL IN IRRIGATION SYSTEMS AND BE RATED AT A MINIMUM OF 30 VAC. PAIGE ELECTRIC CO., LP SPECIFICATION NUMBER P7079D.

a. A MINIMUM OF 24" OF ADDITIONAL WIRE SHALL BE LEFT AT EACH VALVE, EACH SPLICE BOX AND AT EACH CONTROLLER.

b. COMMON WIRE SHALL BE: WHITE IN COLOR, 12 GAUGE. CONTROL WIRE SHALL BE RED IN COLOR, 14 GAUGE. SPARE/EXTRA WIRE (3 FT.) SHALL BE LOOPED WITHIN EACH VALVE BOX OF THE GROUPING IT IS TO SERVICE.

D. RCV WIRE SPLICING CONNECTORS SHALL BE 3M BRAND DBY OR DBR. WIRE SPLICING BETWEEN CONTROLLER AND VALVES SHALL BE AVOIDED IF AT ALL POSSIBLE. ANY WIRE SPLICES SHALL BE CONTAINED WITHIN A VALVE BOX. SPLICES WITHIN A VALVE BOX THAT CONTAINS NO CONTROL VALVES SHALL BE STAMPED 'WIRE SPLICE' OR 'WS' ON BOX LID.

2.5 SLEEVING

A. CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT EXISTING UNDERGROUND UTILITIES AND COMPONENTS. SLEEVING MINIMUM SIZE SHALL BE 2". SLEEVING 2" THROUGH 4" IN SIZE SHALL BE S/40 PVC SOLVENT WELD. SLEEVING 6" AND LARGER SHALL BE CL 200 PVC GASKETED. SLEEVE DIAMETER SHALL BE AT LEAST TWO TIMES THE DIAMETER OF THE PIPE WITHIN THE SLEEVE. SLEEVES SHALL BE EXTENDED 6" MINIMUM BEYOND WALK OR EDGE OF PAVEMENT. WIRE OR CABLE SHALL NOT BE INSTALLED IN THE SAME SLEEVE AS PIPING, BUT SHALL BE INSTALLED IN SEPARATE SLEEVES. SLEEVE ENDS ON SLEEVE SIZES 4" AND LARGER SHALL BE CAPPED WITH INTEGRAL CORRESPONDING SIZED PVC SLIP CAP, PRESSURE FIT, UNTIL USED, TO PREVENT CONTAMINATION. SLEEVES SHALL BE INSTALLED AT APPROPRIATE DEPTHS FOR MAIN LINE PIPE OR LATERAL PIPE.

2.6 MAIN LINE PIPE

A. ALL MAIN LINE PIPE 4" AND LARGER SHALL BE CLASS 200 GASKETED BELL END. ALL MAIN LINE PIPE 3" IN SIZE AND SMALLER SHALL BE SCHEDULE 40 PVC SOLVENT WELD BELL END.

a. MAXIMUM FLOWS ALLOWED THROUGH MAIN LINE PIPE SHALL BE:

3/4"	8 GPM
1"	12 GPM
1-1/2"	30 GPM
2"	53 GPM
2-1/2"	75 GPM
3"	110 GPM
4"	180 GPM

b. MAIN LINE PIPE SHALL BE BURIED WITH 24" COVER

2.7 MAIN LINE FITTINGS

A. ALL MAIN LINE FITTINGS 3" AND LARGER SHALL BE GASKETED DUCTILE IRON MATERIAL. ALL DUCTILE IRON FITTINGS HAVING CHANGE OF DIRECTION SHALL HAVE PROPER CONCRETE THRUST BLOCK INSTALLED. ALL MAIN LINE FITTINGS SMALLER THAN 3" IN SIZE SHALL BE SCHEDULE 80 PVC.

2.8 ISOLATION VALVES

A. ISOLATION VALVES 3" AND LARGER SHALL BE WATEROUS BRAND MODEL 2500 CAST IRON GATE VALVE, RESILIENT WEDGE, PUSH ON TYPE, WITH 2" SQUARE OPERATING NUT. PLACE SLEEVE OF 6" OR LARGER PIPE OVER TOP OF VALVE VERTICALLY AND THEN EXTEND TO GRADE. PLACE 10" ROUND VALVE BOX OVER SLEEVE AT GRADE.

B. ISOLATION VALVES 2-1/2" AND SMALLER SHALL BE APOLLO BRAND 70 SERIES BRASS BALL VALVES, CONTAINED IN A CARSON STANDARD SIZE VALVE BOX. VALVES SHALL BE INSTALLED WITH S/80 PVC TOE NIPPLES ON BOTH SIDES OF THE VALVE. VALVE SHALL BE PLACED SO THAT THE HANDLE IS VERTICAL TOWARD THE TOP OF THE VALVE BOX IN THE 'OFF' POSITION.

2.9 MANIFOLDS

A. ACTION MANIFOLD FITTINGS SHALL BE USED TO CREATE UNIONS ON BOTH SIDES OF EACH CONTROL VALVE, ALLOWING THE VALVE TO BE REMOVED FROM THE BOX WITHOUT CUTTING PIPING. VALVES SHALL BE LOCATED IN BOXES WITH AMPLE SPACE SURROUNDING THEM TO ALLOW ACCESS FOR MAINTENANCE AND REPAIR. WHERE PRACTICAL, GROUP REMOTE CONTROL VALVES IN CLOSE PROXIMITY, AND PROTECT EACH GROUPING WITH A MANIFOLD ISOLATION VALVE AS SHOWN IN DETAILS. MANIFOLD MAIN LINE (OR SUB-MAIN LINE) AND ALL MANIFOLD COMPONENTS AND ISOLATION VALVES SHALL BE AT LEAST AS LARGE AS THE LARGEST DIAMETER LATERAL SERVED BY THE RESPECTIVE MANIFOLD.

2.10 REMOTE CONTROL VALVES

A. REMOTE CONTROL VALVES SHALL BE AS SPECIFIED ON THE DRAWINGS. REMOTE CONTROL VALVES SHALL BE LOCATED SEPARATELY AND INDIVIDUALLY IN SEPARATE CONTROL BOXES.

2.11 MANUAL CONTROL VALVES

A. QUICK COUPLER VALVE SHALL BE ATTACHED TO THE MANIFOLD SUB-MAIN LINE USING A LASCO G17S212 SWING JOINT ASSEMBLY WITH SNAP-LOCK OUTLET AND BRASS STABILIZER ELBOW. QUICK COUPLER VALVE SHALL BE PLACED WITHIN A CARSON 10" ROUND VALVE BOX. TOP OF QUICK COUPLER VALVE COVER SHALL ALLOW FOR COMPLETE INSTALLATION OF VALVE BOX LID, BUT ALSO ALLOW FOR INSERTION AND OPERATION OF KEY. BASE OF QUICK COUPLER VALVE AND TOP OF QUICK COUPLER SWING JOINT SHALL BE ENCASED IN ¾" GRAVEL. CONTRACTOR SHALL NOT PLACE QUICK COUPLER VALVES FURTHER THAN 200 FEET APART, TO ALLOW FOR SPOT WATERING OR SUPPLEMENTAL IRRIGATION OF NEW PLANT MATERIAL. QUICK COUPLER VALVE AT POC SHALL NOT BE ELIMINATED OR RELOCATED.

2.12 LATERAL LINE PIPE

A. ALL LATERAL PIPING SHALL BE SCHEDULE 40 PVC, SOLVENT WELD, AND BELL END. LATERAL PIPE SHALL BE BURIED WITH 12-18" OF COVER TYPICALLY. LATERAL PIPE SHALL BE ¾", 1", 1 ¼", 1 ½" OR 2" IN SIZE AS INDICATED ON CONSTRUCTION DRAWINGS.

2.13 LATERAL LINE FITTINGS

A. ALL LATERAL LINE FITTINGS SHALL BE S/40 PVC

2.14 SPRAY SPRINKLERS

A. SPRAY HEAD SPRINKLERS SHALL BE AS SPECIFIED ON THE DRAWINGS. NOZZLES SHALL BE AS SPECIFIED ON THE DRAWINGS.

2.15 VALVE BOXES

A. RAINBIRD VALVE BOXES SHALL BE USED ON THIS PROJECT. SIZES ARE AS DIRECTED IN THESE SPECIFICATIONS, DETAIL SHEETS OR PLAN SHEETS. VALVE BOXES SHALL BE CENTERED OVER THE CONTROL VALVE OR ELEMENT THEY COVER. VALVE BOX SHALL BE SIZED LARGE ENOUGH TO ALLOW AMPLE ROOM FOR SERVICES ACCESS, REMOVAL OR REPLACEMENT OF VALVE OR ELEMENT. VALVE BOX SHALL BE SET TO FLUSH TO FINISH GRADE OF TOPSOIL OR BARKED AREAS. CONTRACTOR SHALL PROVIDE EXTENSIONS OR STACK ADDITIONAL VALVE BOXES AS NECESSARY TO BRING VALVE BOX PIT TO PROPER GRADE.

2.16 IMPORT BACKFILL

A. ALL MAIN LINE PIPE, LATERAL LINE PIPE AND OTHER IRRIGATION ELEMENTS SHALL BE BEDDED AND BACKFILLED WITH CLEAN SOIL, FREE OF ROCKS 1" AND LARGER. CONTRACTOR SHALL FURNISH AND INSTALL ADDITIONAL BACKFILL MATERIAL AS NECESSARY DUE TO ROCKY CONDITIONS. TRENCHES AND OTHER ELEMENTS SHALL BE COMPACTED AND/OR WATER SETTLED TO ELIMINATE SETTLING. DEBRIS FROM TRENCHING OPERATIONS UN-USABLE FOR FILL SHALL BE REMOVED FROM PROJECT AND DISPOSED OF PROPERLY BY CONTRACTOR.

2.17 OTHER PRODUCTS

A. SUBSTITUTION OF EQUIVALENT PRODUCTS IS SUBJECT TO THE OAR'S APPROVAL AND MUST BE DESIGNATED AS ACCEPTED IN WRITING.

a. THE CONTRACTOR SHALL PROVIDE MATERIALS TO MAKE THE SYSTEM COMPLETE AND OPERATIONAL.

PART 3 - EXECUTION

3.1 PREPARATION

A. CONTRACTOR SHALL REPAIR OR REPLACE WORK DAMAGED BY IRRIGATION SYSTEM INSTALLATION. IF DAMAGED WORK IS NEW, REPAIR OR REPLACEMENT SHALL BE PERFORMED BY THE ORIGINAL INSTALLER OF THAT WORK. THE EXISTING LANDSCAPE OF THIS PROJECT SHALL REMAIN IN PLACE. CONTRACTOR SHALL PROTECT AND WORK AROUND EXISTING PLANT MATERIAL. COORDINATION OF TRENCH AND VALVE LOCATIONS SHALL BE LAID OUT FOR THE OAR PRIOR TO ANY EXCAVATION OCCURRING. PLANT MATERIAL DEEMED DAMAGED BY THE OAR SHALL BE REPLACED WITH NEW PLANT MATERIAL AT CONTRACTOR'S EXPENSE. CONTRACTOR SHALL NOT CUT EXISTING TREE ROOTS LARGER THAN 2" TO INSTALL THIS PROJECT. ROUTE PIPE, WIRE AND IRRIGATION ELEMENTS AROUND TREE CANOPY DRIP LINE TO MINIMIZE DAMAGE TO TREE ROOTS. CONTRACTOR SHALL HAVE NO PART OF EXISTING SYSTEM USED BY OTHER PORTIONS OF SITE LANDSCAPE WITHOUT WATER FOR MORE THAN 24 HOURS AT A TIME.

3.2 TRENCHING AND BACKFILLING

A. PULLING OF PIPE SHALL NOT BE PERMITTED ON THIS PROJECT. OVER EXCAVATE TRENCHES BOTH IN WIDTH AND DEPTH. ENSURE BASE OF TRENCH IS ROCK OR DEBRIS FREE TO PROTECT PIPE AND WIRE. GRADE TRENCH BASE TO ENSURE FLAT, EVEN SUPPORT OF PIPING. BACKFILL WITH CLEAN SOIL OR IMPORT MATERIAL. CONTRACTOR SHALL BACKFILL NO LESS THAN 2" AROUND ENTIRE PIPE WITH CLEAN, ROCK FREE FILL. MAIN LINE PIPING AND FITTINGS SHALL NOT BE BACKFILLED UNTIL OAR HAS INSPECTED AND PIPE HAS PASSED PRESSURE TESTING. PERFORM BALANCE OF BACKFILL OPERATION TO ELIMINATE ANY SETTLING.

3.3 SLEEVING

A. SLEEVE ALL PIPING AND WIRING THAT PASS UNDER PAVING OR HARDSCAPE FEATURES. WIRING SHALL BE PLACED IN SEPARATE SLEEVING FROM PIPING. SLEEVES SHALL BE POSITIONED RELATIVE TO STRUCTURES OR OBSTRUCTIONS TO ALLOW FOR PIPE OR WIRE WITHIN TO BE REMOVED IF NECESSARY.

3.4 GRADES AND DRAINAGE

A. PLACE IRRIGATION PIPE AND OTHER ELEMENTS AT UNIFORM GRADES. WINTERIZATION SHALL BE BY EVACUATION WITH COMPRESSED AIR. AUTOMATIC DRAINS SHALL NOT BE INSTALLED ON THIS PROJECT. MANUAL DRAINS SHALL ONLY BE INSTALLED AT POC WHERE DESIGNATED ON CONSTRUCTION DRAWINGS.

3.5 PVC PIPE

A. INSTALL PIPE TO ALLOW FOR EXPANSION AND CONTRACTION AS RECOMMENDED BY PIPE MANUFACTURER.

B. INSTALL MAIN LINE PIPES WITH 18" OF COVER, LATERAL LINE PIPES WITH 12" OF COVER.

C. DRAWINGS SHOW DIAGRAMMATIC OR CONCEPTUAL LOCATION OF PIPING - CONTRACTOR SHALL INSTALL PIPING TO MINIMIZE CHANGE OF DIRECTION, AVOID PLACEMENT UNDER LARGE TREES OR LARGE SHRUBS, AVOID PLACEMENT UNDER HARDSCAPE FEATURES.

D. PLASTIC PIPE SHALL BE CUT SQUARELY. BURRS SHALL BE REMOVED. SPIGOT ENDS OF PIPES 3" AND LARGER SHALL BE BEVELED.

E. PIPE SHALL NOT BE GLUED UNLESS AMBIENT TEMPERATURE IS AT LEAST 50 DEGREES F. PIPE SHALL NOT BE GLUED IN RAINY CONDITIONS UNLESS PROPERLY TENTED. ALL SOLVENT WELD JOINTS SHALL BE ASSEMBLED USING IPS 711 GLUE AND P70 PRIMER ACCORDING TO MANUFACTURER'S SPECIFICATION, NO EXCEPTIONS. ALL WORKERS PERFORMING GLUE OPERATIONS SHALL PROVIDE EVIDENCE OF CERTIFICATION. GLUED MAIN LINE PIPE SHALL CURE A MINIMUM OF 24 HOURS PRIOR TO BEING ENERGIZED. LATERAL LINES SHALL CURE A MINIMUM OF 2 HOURS PRIOR TO BEING ENERGIZED AND SHALL NOT REMAIN UNDER CONSTANT PRESSURE UNLESS CURED FOR 24 HOURS.

F. APPROPRIATE THRUST BLOCKING SHALL BE PERFORMED ON FITTINGS 3" AND LARGER. ALL THREADED JOINTS SHALL BE WRAPPED WITH TEFLON TAPE OR PASTE UNLESS DIRECTED BY PRODUCT MANUFACTURER OR SEALING BY O-RING.

3.6 CONTROLLERS

A. ALL GROUNDING FOR PEDESTAL CONTROLLERS SHALL BE AS DIRECTED BY CONTROLLER MANUFACTURER AND ASIC GUIDELINES, NOT TO EXCEED A RESISTANCE READING OF 5 OHMS.

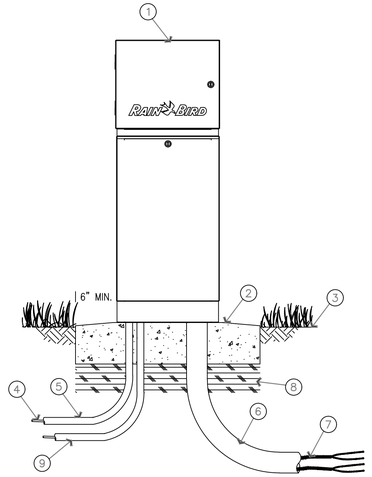
B. LOCATE CONTROLLERS IN PROTECTED, INCONSPICUOUS PLACES, WHEN POSSIBLE. COORDINATE LOCATION OF PEDESTAL CONTROLLERS WITH LANDSCAPE ARCHITECT TO MINIMIZE VISIBILITY.

C. COORDINATE LOCATION OF WALL MOUNT CONTROLLERS WITH BUILDING OR ELECTRICAL CONTRACTOR TO FACILITATE ELECTRICAL SERVICE AND FUTURE MAINTENANCE NEEDS. WALL MOUNT SHALL BE SECURELY FASTENED TO SURFACE. IF EXTERIOR MOUNTED, WALL MOUNT CONTROLLERS SHALL HAVE ELECTRICAL SERVICE WIRE AND FIELD CONTROL WIRE IN SEPARATE, APPROPRIATE SIZED WEATHERPROOF ELECTRICAL CONDUIT, PVC PIPE SHALL NOT BE USED.

D. WIRING UNDER HARDSCAPE SURFACES SHALL BE PLACED CONTINUOUSLY IN CONDUIT. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE SLEEVING NEEDS FOR CONDUIT OR SWEEPS ELBOWS FROM EXTERIOR TO INTERIOR OF BUILDING.

E. PEDESTAL CONTROLLERS SHALL BE PLACED UPON VIT-STRONG BOX QUICK PAD AS PER MANUFACTURER'S RECOMMENDATIONS. CONTROLLERS SHALL BE ORIENTED SUCH THAT OWNER'S REPRESENTATIVE MAINTENANCE PERSONNEL MAY ACCESS EASILY AND PERFORM FIELD SYSTEM TESTS EFFICIENTLY.

F. PLACE STANDARD VALVE BOX AT BASE OF CONTROLLER OR NEARBY TO ALLOW FOR THREE TO FIVE FEET OF SLACK FIELD CON



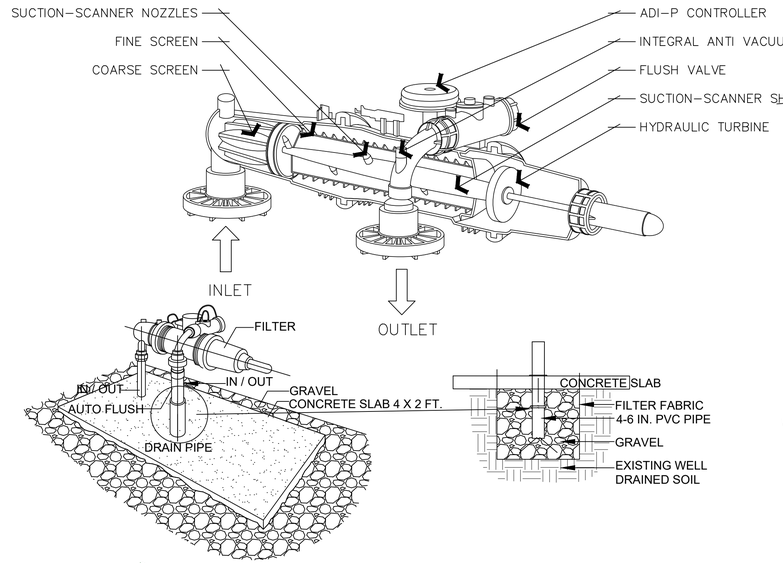
1. TWO-WIRE CONTROLLER: RAIN BIRD ESP-LXIVM/PRO WITH LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL CONTROLLER, CABINET AND PEDESTAL PER MANUFACTURER'S RECOMMENDATIONS.
2. CONCRETE PAD: 6-INCH MINIMUM THICKNESS, 6-INCHES LARGER ON ALL SIDES THAN PEDESTAL FOOTPRINT
3. FINISH GRADE
4. POWER SUPPLY WIRE
5. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
6. 2-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR TWO-WIRE CABLE
7. MAXICABLE TWO-WIRE PATH TO FIELD DEVICES USE A DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
8. COMPACTED SUBGRADE
9. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR GROUND

NOTES:
1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS. THE LXIVM WITH 60 STATIONS AND THE LMIVM-PRO WITH 240 STATIONS. REFER TO THE CHART BELOW FOR DIFFERENCES BETWEEN THE TWO MODELS.
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

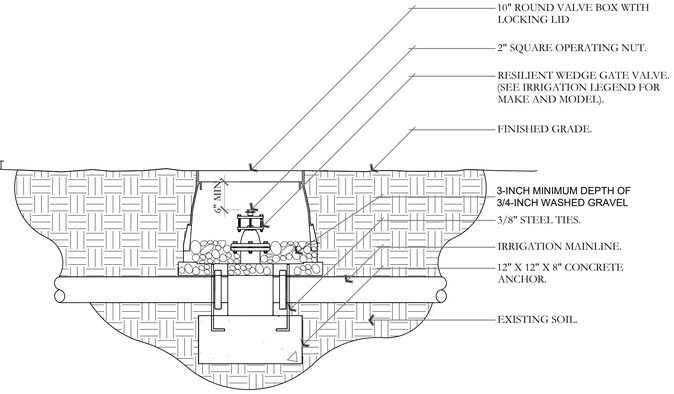
KEY SPECIFICATIONS

FEATURE / MODEL	MAX PROGRAMS	STATIONS	MAX SIMULSTATIONS	MASTER VALVES	FLOW SENSORS	WEATHER SENSORS
LX-IVM	10	60	8	5	5	4
LX-IVM PRO	40	240	16	10	10	8

A ESP-LXIVM/PRO TWO-WIRE CONTROLLER IN METAL PEDESTAL
NOT TO SCALE — PKJ DESIGN GROUP

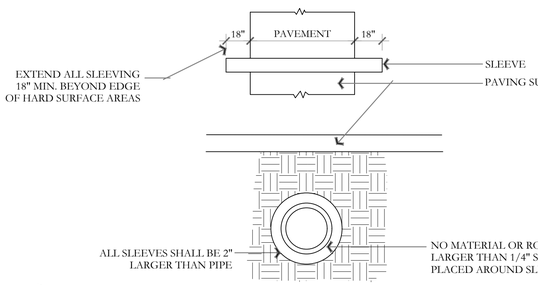


B 2" AMIAD MINI SIGMA ANGLE/FLUSH
NOT TO SCALE

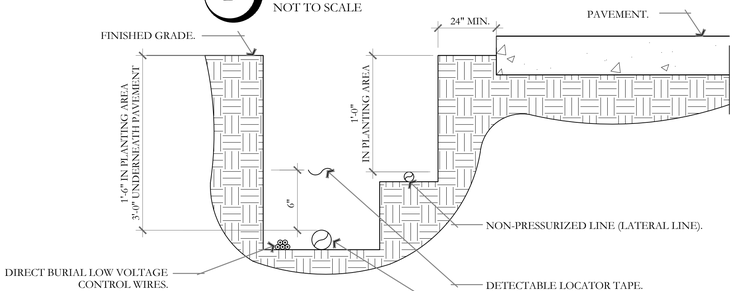


NOTES:
1. INSTALL GATE VALVE PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
2. VALVE BOX SHALL BE WRAPPED WITH MINIMUM 3 MIL. THICK PLASTIC AND SECURE IT TO VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. VALVE BOX SHALL BE LOCATED IN PLANTING AREA.

C GATE VALVE AND ANCHOR DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

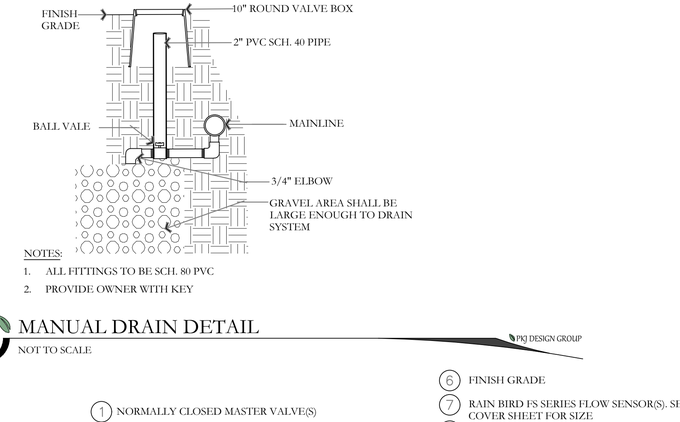


D TYPICAL SLEEVING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



NOTES:
1. SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.
2. DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.
3. 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.
4. DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

E IRRIGATION TRENCHING DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



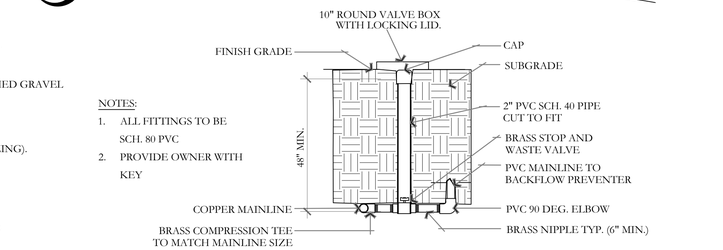
NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

F MANUAL DRAIN DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

NOTES:
1. ALL THREADED CONNECTIONS SHALL BE INSTALLED USING TEFLON TAPE.
2. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
3. ALL QUICK COUPLERS SHALL BE INSTALLED A MINIMUM OF 18" OFF OF THE MAINLINE.
4. VALVE BOXES SHALL BE LOCATED IN PLANTING AREAS.

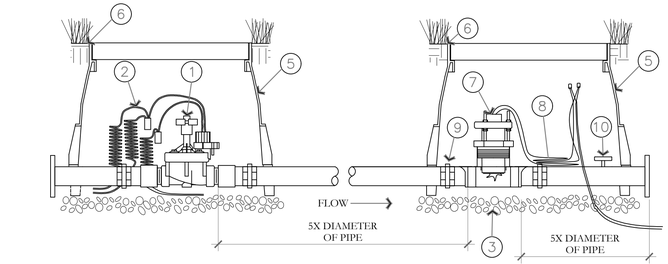
G QUICK COUPLER DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

1. NORMALLY CLOSED MASTER VALVE(S)
2. 36-INCH LENGTH OF COILED WIRE TO SATELLITE CONTROLLER SPARE STATION
3. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
4. FINISH GRADE
5. VALVE BOX WITH COVER - RAINBIRD JUMBO BOX
6. RAIN BIRD FS SERIES FLOW SENSOR(S). SEE COVER SHEET FOR SIZE
7. 36-INCH LENGTH OF COILED MAXI-CABLE TO FLOW SENSING
8. PVC PIPE UNION
9. BRASS BALL VALVE



NOTES:
1. ALL FITTINGS TO BE SCH. 80 PVC
2. PROVIDE OWNER WITH KEY

H STOP AND WASTE VALVE ASSEMBLY DETAIL
NOT TO SCALE — PKJ DESIGN GROUP



I MASTER VALVE AND FLOW SENSOR DETAIL
NOT TO SCALE — PKJ DESIGN GROUP

ISSUE DATE	PROJECT NUMBER
2/2/2026	UT26005

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NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

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

PROJECT INFORMATION

MC29
1285 E VILLA VISTA AVE
SOUTH JORDAN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

MIKE OBORN
801-502-6555

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

LICENSE STAMP

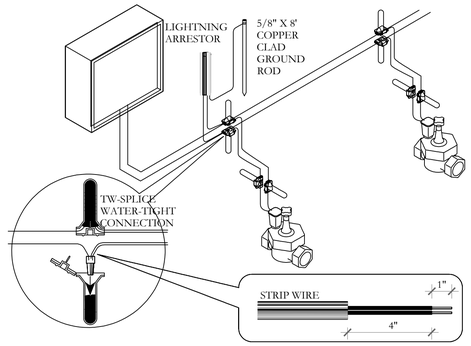
LICENSED LANDSCAPE ARCHITECT — JEREMY ANDREW TH — 8128121-5301 — 2/2/2026 — ELECTRONIC SEAL — STATE OF UTAH

DRAWING INFO	
PM:	JTA
DRAWN:	ACP
CHECKED:	KBA
PLOT DATE:	2/2/2026

IRRIGATION DETAILS

CITY PERMIT SET

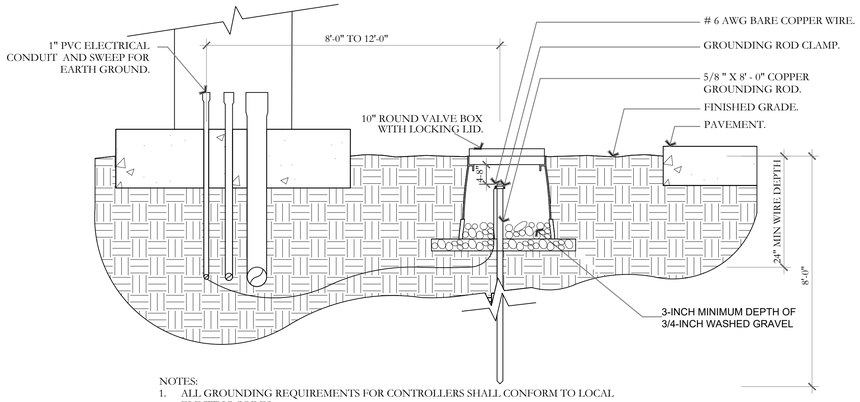
IR-501



J 2-WIRE CONNECTION DETAIL

PKJ DESIGN GROUP

NOT TO SCALE



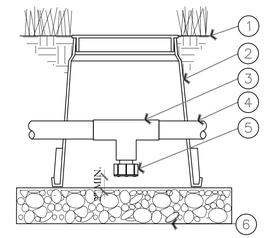
NOTES:

1. ALL GROUNDING REQUIREMENTS FOR CONTROLLERS SHALL CONFORM TO LOCAL ELECTRIC CODES.
2. GROUNDING ROD SHALL NOT BE LOCATED IN THE SAME TRENCH AS THE IRRIGATION MAINLINES OR LATERAL LINES.
3. VALVE BOX SHALL BE WRAPPED WITH A MINIMUM 3 MIL THICK PLASTIC AND SECURED TO THE VALVE BOX USING DUCT TAPE OR ELECTRICAL TAPE.
4. INSTALL GROUNDING ROD PER THE CONTROLLER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

K GROUNDING ROD DETAIL

PKJ DESIGN GROUP

NOT TO SCALE

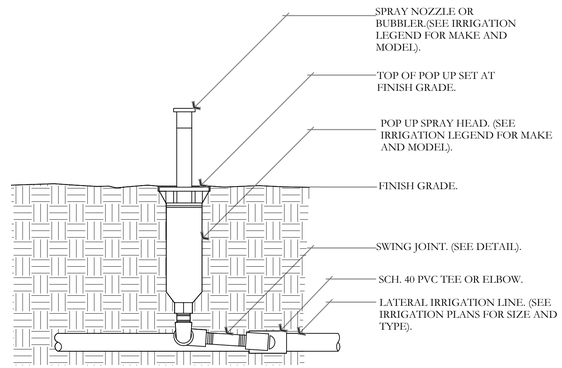


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-6RND
3. PVC SCH 40 TEE
4. PVC LATERAL PIPE
5. FILTERED DRAIN VALVE: RAIN BIRD 16A-FDV-075
6. 6-INCH MINIMUM DEPTH OF 3/4" WASHED GRAVEL

L MANUAL LINE DRAIN VALVE DETAIL

PKJ DESIGN GROUP

NOT TO SCALE



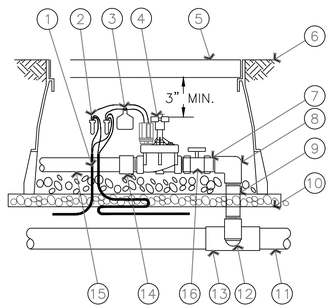
NOTE:

1. 4" POP UPS SHALL BE USED IN TURF AREAS.
2. CONTRACTOR SHALL SETTLE SOIL AROUND THE POP UP AFTER INSTALLATION.
3. ALL POP UP SPRAY HEADS SHALL HAVE CHECK VALVES.
4. ALL SCH. 40 PVC TO SCH. 80 PVC CONNECTIONS SHALL BE MADE USING TEFLON TAPE.

O POP UP-SPRAY HEAD DETAIL

PKJ DESIGN GROUP

NOT TO SCALE

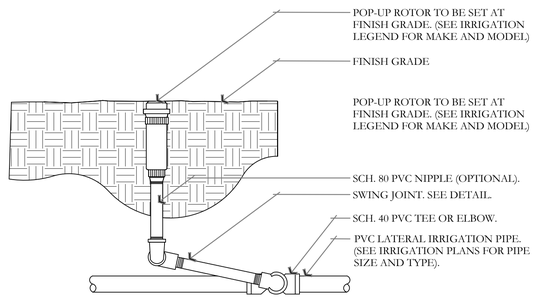


1. 36-INCH LENGTH OF 2-WIRE CABLE
2. WATERPROOF CONNECTION RAIN BIRD WC20 (TWO REQUIRED)
3. ID TAG: RAIN BIRD VID SERIES
4. REMOTE CONTROL VALVE: RAIN BIRD PEB/PESB/PESB-R WITH IVM-SOL
5. VALVE BOX WITH COVER: RAIN BIRD VB-STD
6. FINISH GRADE/TOP OF MULCH
7. PVC SCH 80 NIPPLE (CLOSE)
8. PVC SCH 40 ELL `
9. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
10. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
11. PVC MAINLINE PIPE SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND SCH 40 ELL
12. PVC SCH 40 TEE OR ELL
13. PVC SCH 40 MALE ADAPTER
14. PVC LATERAL PIPE
15. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
16. BRASS BALL VALVE

M ELECTRIC REMOTE-CONTROL VALVE PEB OR PESB SERIES WITH IVM-SOL

PKJ DESIGN GROUP

NOT TO SCALE



NOTES:

1. ALL THREADED CONNECTION POINTS BETWEEN SCH. 40 PVC AND SCH. 80 PVC FITTING SHALL BE INSTALLED USING TEFLON TAPE.
2. CONTRACTOR SHALL COMPACT SOIL AROUND ROTOR AND RISER PRIOR TO PLANTING, PLUGGING, SEEDING, OR LAYING OF SOD.

N ROTOR HEAD DETAIL

PKJ DESIGN GROUP

NOT TO SCALE

ISSUE DATE	PROJECT NUMBER
2/2/2026	UT26005

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

PLAN INFORMATION

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

PROJECT INFORMATION

MC29
1285 E VILLA VISTA AVE
SOUTH JORDAN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

MIKE OBORN
801-502-6555

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LANDSCAPE ARCHITECT / PLANNER

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

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT JEREMY AINSWORTH 8128127-5301 2/2/2026 STATE OF UTAH

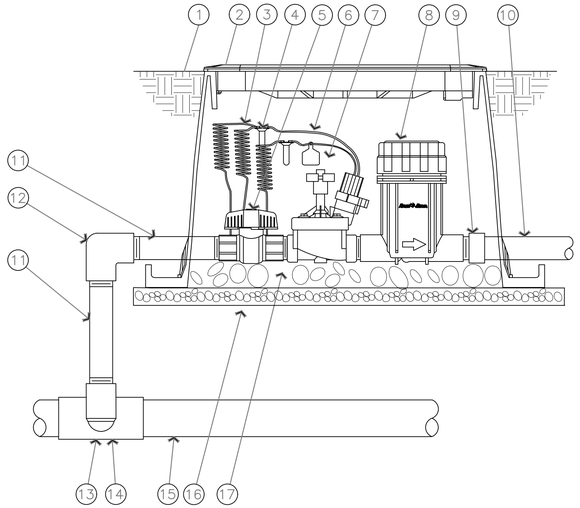
DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: KBA
PLOT DATE: 2/2/2026

IRRIGATION DETAILS

CITY PERMIT SET

IR-502

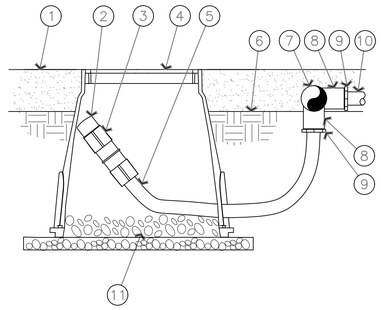


1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUCED IN XCZ-PRB-100-COM KIT)
8. PRESSURE REGULATING AND FLOW INDICATING BASKET FILTER: RAIN BIRD XCZ-100-FLOW
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT)

P DRIP CONTROL ZONE KIT DETAIL

NOT TO SCALE

PKJ DESIGN GROUP



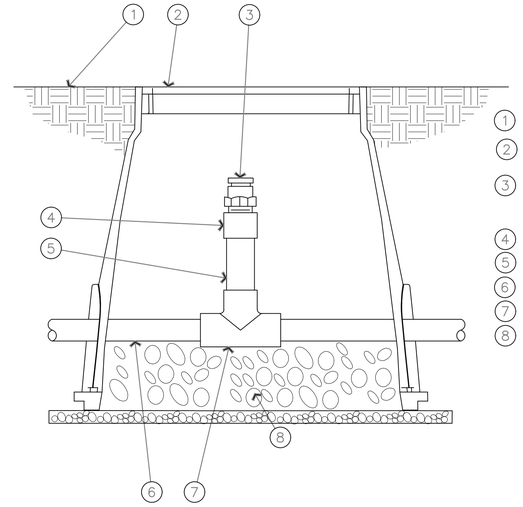
1. MULCH
2. FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE:RAIN BIRD MDCFCAP
3. EASY FIT COUPLING: RAIN BIRD MDCFCOUP
4. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
5. ½" POLYETHYLENE TUBING: RAIN BIRD XF BLANK TUBING
6. FINISH GRADE
7. PVC EXHAUST HEADER
8. PVC SCH 40 TEE OR EL
9. BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
10. ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV DRIPLINE
11. 3-INCH MINIMUM DEPTH OF 3/4 " WASHED GRAVEL

NOTE:
1. ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

Q ON-SURFACE DRIPLINE FLUSH POINT DETAIL

NOT TO SCALE

PKJ DESIGN GROUP

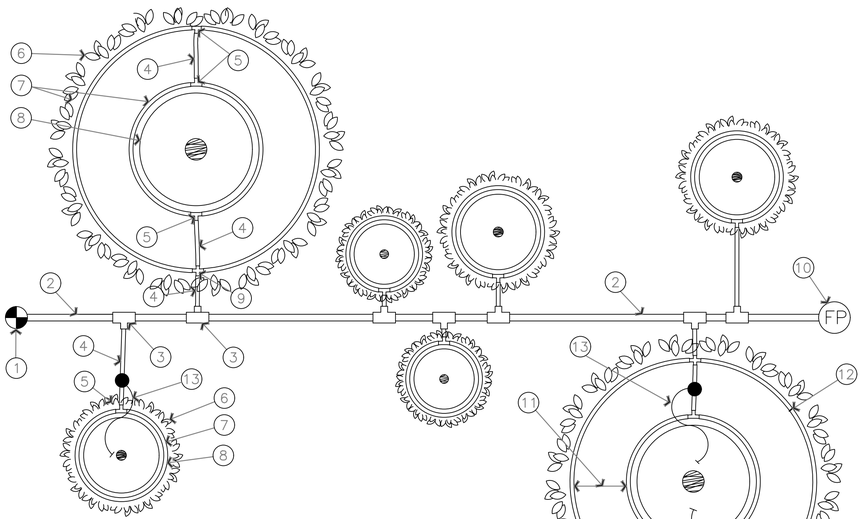


1. FINISH GRADE
2. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
3. ¾" AIR RELIEF VALVE: RAIN BIRD ARV050 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
4. PVC SCH 40 FEMALE ADAPTER
5. PVC SCH 80 RISER
6. PVC HEADER PIPE
7. PVC SCH 40 TEE
8. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL

R AIR RELIEF VALVE DETAIL

NOT TO SCALE

PKJ DESIGN GROUP



1. RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMIDATE LATERAL FLOW DEMAND)
2. PVC DRIP LATERAL PIPE
3. PVC SCH 40 TEE OR EL (TYPICAL)
4. ½" POLYETHYLENE TUBING: RAIN BIRD XF SERIES- S FOR COPPER SHEILD (TYPICAL)
5. BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
6. PROJECTED CANOPY LINE OF TREE OR SHRUB (TYPICAL)
7. ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV SERIES PLACE AS SHOWN (LENGTH AS REQUIRED, TYPICAL)
8. ROOT BALL (TYPICAL)
9. BARB X BARB INSERT CROSS: RAIN BIRD XFD-CROSS (TYPICAL)
10. DRIPLINE FLUSH POINT (SEE RAIN BIRD DETAIL: "XFCV DRIPLINE FLUSH POINT WITH BALL VALVE")
11. SPACING PER SPECIFICATION
12. TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (QUANTITY AS REQUIRED, SEE NOTES 2-3 BELOW)
13. POINT SOURCE EMITTERS FOR ESTABLISHMENT PERIOD. REMOVE AFTER ESTABLISHMENT PERIOD.

NOTES:
1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

S ON-SURFACE DRIPLINE TREE/SHRUB DETAIL

NOT TO SCALE

PKJ DESIGN GROUP

ISSUE DATE	PROJECT NUMBER
2/2/2026	UT26005

NO.	REVISION	DATE
1	XXXX	XX-XX-XX
2		
3		
4		

PLAN INFORMATION

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

PROJECT INFORMATION

MC29
1285 E VILLA VISTA AVE
SOUTH JORDAN, UTAH

DEVELOPER / PROPERTY OWNER / CLIENT

MIKE OBORN
801-502-6555

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LEHI, UTAH 84043 (801) 995-2217
www.pkjdesigngroup.com

LICENSE STAMP

LICENSED LANDSCAPE ARCHITECT
JEREMY AINSWORTH
8128127-5301
2/2/2026
STATE OF UTAH

DRAWING INFO

PM: JTA
DRAWN: ACP
CHECKED: KBA
PLOT DATE:

IRRIGATION DETAILS

CITY PERMIT SET

IR-503

ISSUE DATE	PROJECT NUMBER
2/2/2026	UT26005

NO.	REVISION	DATE
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811 BLUE STAKES OF UTAH
UTILITY NOTIFICATION CENTER, INC
1-800-662-4111
www.bluestakes.org

NORTH

0' 5' 10' 20' 40'

GRAPHIC SCALE: 1" = 10'

PROJECT INFORMATION

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KEVIN AINSWORTH
8139127-5301
2/2/2026
ELECTRONIC SEAL
STATE OF UTAH

DRAWING INFO

PM:	JTA
DRAWN:	ACP
CHECKED:	KBA
PLOT DATE:	2/2/2026

COLOR ILLUSTRATION

CITY PERMIT SET

LP-COLOR

SUGARHOUSE SELF STORAGE, LC
16-29-281-025

INSTALL 6' SOLID VINYL FENCE

EXIST IRR BOX
GRATE=4407.73
12" IE THRU=4406.30

RIM 07.73'
FL 06.30'

EXIST IRR BOX
GRATE=4409.43
12" IE THRU=4407.96

RIM 09.43'
FL 07.96'

N 87°31'0" E 85.08' (REC 85.00')

HOT TUB

PARCEL 16:29:281:014
0.322 ACRES

CC ARCHER LLC
16-29-281-013

ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015

COTTONWOOD ON HIGHLAND, LLC
16-29-281-027

NORTH 162.96' (+/-10 RODS)

SOUTH 166.47' (+/-10.1 RODS)

MAYBE 2 PARKING STALLS

King klick kustom auto detailing

INSTALL 6' SOLID VINYL FENCE

GENERATOR

TRANSFORMER

REMOVE POWER POLE & BURY POWER ACROSS FRONT OF PROPERTY

WEST 85.00'

POB

WEST 304.50'

NORTH 33.00'

FL 06.94'

RIM 4408.98'
FL 4399.18'

VILLA VISTA AVE

E Villa Vista Ave

MH?

FL 01.12'

W 1/4 SEC 28
T1S, R1E, SLB&M
ELEV = 4417.68'
FOUND MON.

NORTH 1561.41' (MEAS.)

EXISTING DRIVEWAYS

Google Maps

SUGARHOUSE SELF STORAGE, LC
16-29-281-025

INSTALL 6' SOLID VINYL FENCE

EXIST IRR BOX
GRATE=4407.73
12" IE THRU=4406.30

RIM 07.73'
FL 06.30'

EXIST IRR BOX
GRATE=4409.43
12" IE THRU=4407.96

RIM 09.43'
FL 07.96'

12"IR

OHP

N 87°31'0" E 85.08' (REC 85.00')

HOT TUB

1323

4410

4409

4408

4407

PARCEL 16:29:281:014
0.322 ACRES

NORTH 162.96' (+/-10 RODS)

SOUTH 166.64' (+/-10.1 RODS)

CC ARCHER LLC
16-29-281-013

ROBINSON PROJECT MANAGEMENT LLC
16-29-281-015

COTTONWOOD O
16-29-

INSTALL 6' SOLID VINYL FENCE

GENERATOR

1285

King klick kustom
auto detailing

INSTALL 6' SOLID VINYL FENCE

TRANSFORMER

REMOVE POWER POLE &
BURY POWER ACROSS
FRONT OF PROPERTY

WEST 85.00'

POB

WEST 304.00'

12.00'

NORTH 33.00'

FL 06.94'

RIM 4408.98'
FL 4399.18'

VILLA VISTA AVE

E Villa Vista Ave

MH2

W 1/4 SEC 28
T1S, R1E, SLB&M
ELEV = 4417.68'
FOUND MON.

NORTH 1561.41'
(MEAS.)

(MEAS.)

Maybe 3 new parking stalls

Existing driveways. Reduce West drive to 12' wide.

Google Maps

MILLCREEK
Community Council

April 7, 2026

Millcreek City Planning Commission
3330 S 1300 E
Millcreek, UT 84106

Re: Recommendations from the Millcreek Community Council – April 7, 2026 Meeting
For the April, 2026 Planning Commission Meeting

Dear Commissioners,

The Millcreek Community Council respectfully submits the following recommendations from our regular meeting held on April 7, 2026. These recommendations pertain to four applications scheduled for consideration at your April, 2026 meeting.

ZM-26-005 Rezone/Development Agreement (CCOZ-DA) 1285 E Villa Vista Avenue

The applicant, Mike Oborn, has filed a Development Agreement/Rezone application, proposing to construct an Affordable Housing Residential Development, on property located at approximately 1285 E Villa Vista Avenue. The request is to rezone the Property from the Commercial Zone (C) and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement (CCOZ-DA) Zone, in conjunction with a development

agreement, subjecting the property to certain development terms and standards pursuant to Title 18.48. of the Millcreek Zoning Code.

Planner: Carlos Estudillo

Motion: Recommend approval with consideration of additional parking specifically on this property and generally in the city center. 5/6 for Motion passed.

We appreciate the Planning Commission's continued collaboration with the Community Council and your thoughtful review of land-use items affecting our neighborhoods. Please feel free to contact us if additional clarification or input is needed.

Sincerely,

Millcreek Community Council

MILLCREEK, UTAH
ORDINANCE NO. 26-28

AN ORDINANCE OF MILLCREEK ENACTING TITLE 3 REVENUE AND FINANCE, CHAPTER 3.11 TO THE MILLCREEK CODE OF ORDINANCES, COMMUNITY CLEAN ENERGY PROGRAM

WHEREAS, the Millcreek Council ("Council") met in a regular meeting on May 26, 2026, to consider, among other things, enacting Title 3, Revenue and Finance Chapter 3.11 to the Millcreek Code of Ordinances, Community Clean Energy Program; and

WHEREAS, in 2019, the Utah State Legislature enacted House Bill 411, codified at Utah Code Ann. §§ 54-17-901 to -909 ("Act"), titled the "Community Renewable Energy Act"; and

WHEREAS, in 2024, the Utah State Legislature enacted House Bill 241 and Senate Bill 214, which, collectively, renamed the Act the "Community Clean Energy Act" and amended certain provisions of the Act; and

WHEREAS, the Act authorizes the Utah Public Service Commission ("Commission") to establish a program ("Program") whereby towns, municipalities, and counties may cooperate with qualified utilities to provide electric energy for participating customers from clean energy resources; and

WHEREAS, the Act provides that a customer of a qualified utility may be served by the Program if the town, municipality, or county ("Community") in which the customer resides satisfies certain requirements, including:

(a) the Community must agree with a qualified utility ("Utility Agreement"):

(i) stipulating the payment to the qualified utility of the costs of:

(A) third-party expertise contracted for by the Division of Public Utilities and the Office of Consumer Services, for assistance with activities associated with initial approval of the Program; and

(B) providing notice to the Community's customers as provided in the Act;

(ii) determining the obligation for the payment of any termination charges under the Act that a participating customer does not pay and is not included in participating customer rates; and

(iii) identifying any initially proposed replaced asset;

(b) the Community must, within ninety (90) days after the date of the

Commission's order approving the Program, adopt a local ordinance that:

(i) establishes participation in the Program; and is consistent with the terms of the Utility Agreement; and

(c) the Community must comply with any other terms or conditions required by the Commission; and

WHEREAS, the Act further authorizes the Commission to adopt administrative rules to implement the Act, and the Commission has adopted such rules as set forth in Utah Administrative Code R746-314-101 through -402 ("Rules"); and

WHEREAS, the Rules require that a customer of a qualified utility may be served by the Program if, in addition to the requirements of the Act, the Community in which the customer resides also adopts an agreement ("Governance Agreement") with other eligible Communities to establish a cooperative decision-making process for Program design, resource solicitation, resource acquisition, and other Program issues and provides a means of ensuring that eligible Communities and those that become participating Communities will be able to reach a single joint decision on any necessary Program issues; and

WHEREAS, consistent with the requirements of the Rules, Millcreek entered into an agreement with other eligible Communities entitled the Interlocal Cooperation Agreement Among Public Entities Regarding the Community Renewable Energy Program ("Governance Agreement"), thereby becoming a member of the Community Renewable Energy Agency ("Agency"), which endeavors to make certain joint decisions about the proposed Program on behalf of Communities as set forth in the Governance Agreement; and

WHEREAS, consistent with the requirements of the Act, Millcreek executed a Utility Agreement with Rocky Mountain Power, a qualified utility under the Act, on September 23, 2024, which addresses the issues required by the Act; and

WHEREAS, consistent with the requirements of the Act, on January 24, 2025, and June 4, 2025, Rocky Mountain Power filed an application with the Commission seeking approval of the Program and the Commission opened Docket No. 25-035-06 to consider the application; and

WHEREAS, consistent with the requirements of the Act, on March 4, 202,6 the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program; and

WHEREAS, as contemplated in the Act, Millcreek desires to adopt this ordinance that satisfies the requirements of the Act; and

WHEREAS, Millcreek desires to take actions which it has determined promote the health, safety, and welfare of Millcreek's residents; and

WHEREAS, Millcreek has determined that adoption of this ordinance will enhance the economic well-being of Millcreek and its residents through prudent management of Millcreek's financial resources; and

WHEREAS, the Council has determined that adoption of this ordinance will help address concerns related to poor air quality and other environmental concerns due in part to the use of fossil fuels; and

WHEREAS, the Council finds that energy sources utilized by and within Millcreek can therefore impact public health, safety, and welfare; and

WHEREAS, recent advances in energy technology have made certain clean energy resources more economically viable than in the past and, in some cases, more cost-effective than traditional energy sources; and

WHEREAS, proximity to outdoor recreation is a key economic contributor to Millcreek and one that relies on preservation of the environment and protection of natural resources; and

WHEREAS, Millcreek and its residents have shown an interest in environmental stewardship through various initiatives and activities surrounding growth and development; and

WHEREAS, the Council believes that determining and undertaking further actions to reduce fossil fuel dependence, while appropriately balancing financial stewardship and promoting economic growth, is an important component of safeguarding public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL AS FOLLOWS:

Section 1. Adoption. The Millcreek Code of Ordinances, Title 3 Revenue and Finance, Chapter 3.11 Community Clean Energy Program, attached hereto as Exhibit "A," is hereby adopted ("Community Clean Energy Program Ordinance").

Section 2. **Savings Clause.** In the event one or more of the provisions of this Community Clean Energy Program Ordinance shall, for any reason, be held to be unenforceable or invalid in any respect under applicable laws, such unenforceability or invalidity shall not affect any other provision; and in such an event, this Community Clean Energy Program Ordinance shall be construed as if such unenforceable or invalid provision had never been contained herein.

Section 3. Effective Date. This Community Clean Energy Program Ordinance shall take effect immediately upon the date of its first publication.

This Ordinance assigned no. 26-28 shall take immediate effect as soon as it is published or posted as required by law and deposited and recorded in the office of the City's recorder.

PASSED AND APPROVED this 26th day of May 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-28: AN ORDINANCE OF MILLCREEK ENACTING TITLE 3 REVENUE AND FINANCE, CHAPTER 3.11 TO THE MILLCREEK CODE OF ORDINANCES, COMMUNITY CLEAN ENERGY PROGRAMwas adopted the 26th day of May 2026 and that a copy of the foregoing Ordinance 26-28 was posted in accordance with Utah Code 10-3-711 this ____ day of May, 2026.

_____
Elyse Sullivan, City Recorder

EXHIBIT A

TITLE 3 REVENUE AND FINANCE

CHAPTER 3.11

COMMUNITY CLEAN ENERGY PROGRAM

3.11.010 MILLCREEK'S PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM

A. Millcreek hereby establishes its participation in the Community Clean Energy Program ("Program") as approved by the Public Service Commission of Utah ("Commission").
B. On March 4, 2026, the Commission issued an order in Docket No. 25-035-06 ("Commission Order") approving the Program. The Commission Order is on file with the Commission. The Program's rates, Rules, and requirements are governed by the Commission Order, and may be modified from time to time by subsequent Rules and orders adopted by the Commission. To the extent that the Commission Order or any subsequent rule or order adopted by the Commission contradicts any portion of this Title, the Commission Order or rule or order adopted by the Commission shall govern.
C. ELIGIBLE CUSTOMERS. Pursuant to Utah Code § 54-17-905(5), residential customers participating in the net metering program under Utah Code Title 54, Chapter 15, Net Metering of Electricity, Rocky Mountain Power Schedule 135, are not eligible to participate in the Program. All other retail electric customers of Rocky Mountain Power within the current and future boundaries of Millcreek, including all residential, commercial, and industrial customers, are eligible to participate in the Program ("Eligible Customer"). Eligible Customers include rooftop solar customers on Rocky Mountain Power Schedules 136 and 137, which are compensated through an export credit rather than a net metering credit.
D. IMPLEMENTATION DATE. The Program shall be implemented on the date RMP sends the first Notices identified in Section 2 below ("Program Implementation Date"). Eligible Customers shall be enrolled in the Program if they receive the Notices and decline to opt out of participation in the Program by the date set forth in the Notices. Consistent with the Act and the Rules, the Notices shall be sent to each Eligible Customer before the commencement date that applies to each such customer ("Customer Commencement Date"), as set forth in the Rules.

For each Eligible Customer within Millcreek as of the Program Implementation Date, the Customer Commencement Date shall be the same as the Program Implementation Date.

3.11.020 CUSTOMER PARTICIPATION IN COMMUNITY CLEAN ENERGY PROGRAM

A. Each Eligible Customer shall be automatically enrolled in the Program unless the customer opts out of the Program before the customer's Customer Commencement

Date.

B. NOTICES. As set forth in the Act and the Rules , before any Eligible Customer becomes a participant in the Program, Rocky Mountain Power shall first deliver to each Eligible Customer certain notices (collectively, the "Notices") containing content and in the form, manner, and delivery method as required by the Act and Rules and other orders and Rules.

C. OPT-OUT. Each Eligible Customer may elect not to participate in the Program and instead to pay applicable existing electric rates by giving notice to Rocky Mountain Power in the manner and within the time period set forth in the Notices.

1. FIRST OPT-OUT NOTICE. Rocky Mountain Power shall provide a First Opt-Out Notice, separate from its standard monthly bills to each Eligible Customer within Millcreek, no earlier than sixty (60) days and no later than thirty (30) days before the Customer Commencement Date applicable to each customer. The First Opt-Out Notice shall, in all material respects, use the form and content of the First Opt-Out Notice as approved by the Commission.
2. SECOND OPT-OUT NOTICE. Rocky Mountain Power shall provide a Second Opt-Out Notice, separate from its standard monthly bills to each Eligible Customer within Millcreek, at least fifteen (15) days after the First Opt-Out Notice was provided and at least seven (7) days before the Customer Commencement Date applicable to such customer. The Second Opt-Out Notice shall, in all material respects, use the form and content of the Second Opt-Out Notice as approved by the Commission.
3. Each Eligible Customer that receives the First Opt-Out Notice and the Second Opt-Out Notice as described herein and declines to opt out of the Program by the customer's Customer Commencement Date will be enrolled in the Program.

D. CUSTOMER OPTION TO OPT IN TO PROGRAM. An Eligible Customer located within Millcreek that is not enrolled in the Program may at any time elect to participate in the Program by providing notice to Rocky Mountain Power in the form and content approved by the Commission. Following such notice to opt in to the Program, the customer will be enrolled in the Program starting with the billing period following the notice, in which it is reasonably practicable for Rocky Mountain Power to enroll such customer. The reasonably practicable billing period shall be based on when the notice was received from the customer and the customer's billing cycle. Upon enrollment in the Program, the customer shall be subject to all Program requirements.

E. CUSTOMER OPTION TO EXIT PROGRAM. Customers enrolled in the Program may exit the Program by giving written notice to Rocky Mountain Power.

3.11.030 TERMINATION FEES

A. If a customer declines to opt out of the Program prior to the applicable Customer Commencement Date, but subsequently exits the Program, the exiting customer may be required to pay a termination fee, as set forth in this Section.

B. When applicable, the amount of the termination fee shall be based on the rate schedule of the existing customer as approved by the Commission and may be modified from time to time by subsequent orders of the Commission.

C. CIRCUMSTANCES IN WHICH TERMINATION FEE SHALL NOT APPLY: A Termination Fee shall not apply in the following circumstances:

1. Any customer that opts out of the Program within the "Cancelation Period" applicable to that customer, as defined in the Rules.
2. Any customer that ceases to be an electric customer of Rocky Mountain Power;
3. Any customer who moves to a new location that is not within the boundaries of a community that participates in the Program;
4. Any customer that seeks protection through bankruptcy proceedings;
5. Any customer enrolled in Schedule 3 bill assistance ("Low-Income Lifeline Program").

3.11.40 ACQUISITION OF CLEAN ENERGY RESOURCES

A. For purposes of this section, "clean energy resource" shall have the definition set forth in the Act.
B. Rocky Mountain Power may adopt or procure one or more clean energy resources to serve the Program's needs and goals. The acquisition of any such clean energy resource must follow solicitation application and evaluation criteria approved by the Commission.
C. Any clean energy resource adopted or procured by Rocky Mountain Power to serve the needs and goals of the Program must be approved by the Commission based on a finding that the same is reasonable and in the public interest.
D. The Commission shall determine the method of cost recovery for any clean energy resource acquired to meet Program needs and goals, and the Commission's determination regarding cost recovery may affect Program rates.

3.11.050 PROGRAM RATES AND RATE ADJUSTMENT FILINGS

A. The Commission will determine program rates.
B. The Commission determined the initial Program rates.

Order.

C. Program rates may be adjusted by the Commission from time to time, consistent with the procedures approved by the Commission for such adjustments.

3.11.60 UTILITY BILLING FOR PARTICIPATING CUSTOMERS

A. Rocky Mountain Power shall bill each Participating Customer every month and shall:
    1. include information in its monthly bills to participating customers identifying the Program cost; and
    2. provide notice to participating customers of any change in rates for participation in the Program.

3.11.70 MILLCREEK PARTICIPATION IN PROGRAM

A. Through its membership in the Community Renewable Energy Agency, Millcreek participated in the design and approval of the Program and shall participate in future

decisions regarding clean energy resource solicitation, clean energy resource acquisition, and certain other Program issues.

B. Consistent with Utah Code § 54-17-903(2)(a), Millcreek entered into an agreement with Rocky Mountain Power ("RMP") regarding the facilitation of the Program ("Utility Agreement"). Pursuant to the Utility Agreement, Millcreek:
   1. shall pay for the costs of third-party expertise contracted for in connection with the Program's development and initial approval by the Commission;
   2. shall pay its proportional costs associated with RMP providing the Notices to the Millcreek customers as discussed in Section 2, above;
   3. Termination charges not paid by a participating customer shall be included in participating customer rates and shall not be paid by Millcreek;
   4. There shall be no initially proposed "Replaced Asset" as that term is defined by Utah Code § 54-17-902(15).

C. Millcreek has already approved the appropriation of funds and has paid the Agency to cover the costs of third-party expertise contracted in connection with the Program's development and initial Commission approval pursuant to the Governance Agreement.

D. Millcreek [has approved/hereby approves] the appropriation of funds to pay its proportional costs associated with RMP, providing the Notices to Millcreek's customers as discussed in Section 2, above.

E. Millcreek shall not be obligated to pay any costs of the Program other than those costs set forth herein and any costs that Millcreek may bear as a utility customer that participates in the Program, if applicable.

Millcreek Parking Notice

This vehicle has been observed in violation of the following municipal parking code(s). These violations subject the owner and/or operator of the vehicle to a civil violation.

Parking Case Number: _____ Registered Owners Name: _____

Location of Violation: _____ Date and Time of Violation: _____

Vehicle Make: _____ License Plate or VIN: _____

Violation: _____ Description: _____

Fine Amount: _____

Online Payments

Scan this QR Code.
Enter your case number.
Verify Information and click "View".
Click "Submit Payment" and follow instructions.

Payments in person or by mail

Millcreek City
1330 Chambers Avenue
Millcreek Utah, 84106

Any Person to whom a notice of infraction has been issued shall respond within 15 business days thereof by; 1) Paying the fee; 2) Contesting the violation (see below); 3) Demonstrating financial inability to pay the applicable fee on any reasonable terms, in which event the hearing examiner may require the performance of a stipulated public service to be performed in not more than 30 days instead of paying the fee. Such public service shall be performed within the city and for the benefit of the city or another non-profit organization located within the city.

Any person charged with a civil violation may contest the violation rather than pay the fee. Such a contest shall be commenced no later than 15 business days after the notice of infraction has been issued by causing a written request for a hearing to be delivered to the City Recorder.

Fines may be paid by mail, but all risk that payments may be lost in the mail shall be done by the sender. Payment shall be considered made on the day it is received by the city, not the day it is mailed.

Any motor vehicle with respect to which three of more notices of violation are in default is hereby declared to be a public nuisance, and the city or any city police officer may authorize said motor vehicle to be towed from the public streets at the expense and risk of the registered owner. Said motor vehicle shall be held and not released until the unpaid fees, together with reasonable costs for towing and storage, have been paid.

Millcreek Parking Compliance | parking@millcreekut.gov | 801.214.2749

MILLCREEK, UTAH
ORDINANCE NO. 26-29

AN ORDINANCE AMENDING TITLE 11 OF THE MILLCREEK CODE OF ORDINANCES REGARDING PARKING

WHEREAS, the Millcreek Council ("Council") met in regular session on May 26, 2026, to consider, among other things, amending Title 11 of the Millcreek Code of Ordinances regarding parking; and

WHEREAS, the Council has been informed that parking in certain areas creates a safety hazard; and

WHEREAS, based on this understanding and after careful consideration, the Council has determined to amend Title 11 of the Millcreek Code of Ordinances regarding parking.

NOW THEREFORE, **BE IT ORDAINED** by the Council that Title 11 be amended to add the attached.

This Ordinance assigned no. 26-29 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 26th day of May 2026.

MILLCREEK COUNCIL

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-29: AN ORDINANCE AMENDING TITLE 11 OF THE MILLCREEK CODE OF ORDINANCES REGARDING PARKING was adopted the 26th day of May, 2026 and that a copy of the foregoing Ordinance 26-29 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2026.

_____
Elyse Sullivan, City Recorder

~~Chapter 11.20 STOPPING, STANDING AND PARKING~~

~~11.20.010 Erection Of Traffic Control Devices~~
~~11.20.020 Curb Markings~~
~~11.20.030 Regulation Of Parking~~
~~11.20.040 Bus Zones~~
~~11.20.050 Parking Prohibited In Specified Areas~~
~~11.20.060 Parking Of Trucks And Commercial Vehicles~~
~~11.20.070 Approach To Parking Space~~
~~11.20.080 Vehicle Left Unattended~~
~~11.20.090 Parallel Parking; Required; Exception~~
~~11.20.100 Angle Parking; Restrictions~~
~~11.20.110 Double Parking, Standing Or Stopping Prohibited; Exception~~
~~11.20.120 Obstructing Traffic Prohibited~~
~~11.20.130 Parking Prohibited When~~
~~11.20.135 Long-Term Parking Prohibited~~
~~11.20.140 Parking For Certain Purposes Prohibited~~
~~11.20.150 Liability~~
~~11.20.160 Removal Of Illegally Parked Vehicle~~
~~11.20.170 Penalty/Violation~~

11.20.010 Erection Of Traffic Control Devices

It shall be the duty of the City Engineer to cause traffic signs and other traffic control devices to be erected and to regulate, warn, and guide traffic and parking on the streets, highways, and property of the city. No traffic control device shall be placed or maintained upon any highway under the jurisdiction of the Utah Department of Transportation.

11.20.015 Definitions

As used in this chapter

"Commercial vehicle" means any motorized vehicle or trailer used for or intended for business use - including but not limited to the transportation of commercial equipment, merchandise, produce, freight, commodities, passengers, or animals - and which is characterized by any of the following:

1. Heavy equipment, such as earth movers, backhoes, cranes, forklifts, bulldozers, and the like, which are commonly used for construction, excavation, demolition, or lifting; vehicles used to haul equipment or materials, such as dump trucks, tanker trucks, semi-tractors, semi-trailers, cement trucks, or other similar vehicles.

2. Pickup trucks over one ton with a commercial modification, such as a flat bed, a dumping mechanism, mechanical lifts or arms for loading and unloading materials/equipment, aerial buckets or platforms, or other similar features.

3. Vehicles with more than two axles.

4. Vehicles that exceed eight feet in height.

"Safety zone" means the area or space officially set apart within a roadway for the exclusive use of pedestrians and that is protected, marked, or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

"Traffic-control device" means a sign, signal, marking, or device not inconsistent with this chapter placed or erected by the City for the purpose of regulating, warning, or guiding traffic or parking.

"Trailer" means any truck trailer or other trailer designed or adapted primarily for the transportation of property of whatever kind used for or intended for business use. "Truck" means any truck-tractor, panel truck, pickup, or other truck in excess of one-ton capacity.

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11.20.020 Curb Markings

A. The City Engineer is authorized to place and maintain appropriate signs or traffic markings to indicate standing or parking regulations, and the traffic markings shall designate the zones and shall have the meanings set forth in this chapter:

1. "Red" means no stopping, standing, or parking at any time.

2. "Yellow," with the words "Restricted Zone" stenciled thereon, means no stopping, standing, or parking except as stated on the signs or markings giving notice thereof, except that this provision shall not apply on Sundays and legal holidays.

B. When appropriate signs or traffic curb markings have been erected or placed according to this section, no person shall stop, stand, or park a vehicle in any zone in violation of the provisions of this section.

11.20.030 Regulation Of Parking

A. The City Engineer may causeplace signs on all city roads and highways prohibiting or restricting the parking of vehicles including but not limited to parking time limitation -where, in his or hetheir opinion, as evidenced by an order entered in his or hetheir records, such parking is dangerous to those using the roads or where the parking of vehicles would unduly interfere with the free movement of traffic thereon.

B. The City Engineer may -prohibit, restrict, or regulate the parking, stopping, or standing of vehicles on any off-street parking facility or property that the city owns or operates.

C. No such regulations shall apply until signs giving notice thereof have been erected.

D. The provisions of this MKC 11.20 concerning regulation of parking shall be construed so as not to conflict with the provisions of MKC 11.26. In any situation where the provisions of this MKC 11.20 appear to conflict with the provisions of MKC 11.26, the provisions of MKC 11.26 shall prevail.

11.20.040 Bus Zones

It is unlawful for the operator of any vehicle other than a bus to stand or park in an officially designated bus stop. No person shall stop, stand, or park a vehicle, other than a bus, in a bus loading and unloading area when the area has been designated as a loading area by the Public Works Director or designee and identified by appropriate signs or other markings. Exception: The driver of a passenger vehicle may stop temporarily therein for the purpose of, and while actually engaged in, loading or unloading passengers, where the stopping does not interfere with any motor bus entering or leaving the loading or unloading area.

11.20.50 Pa11.20.050 Parking Prohibited In Specified Areas

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No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a law enforcement officer or traffic control device, in any one of the following places:

A. On any portion of a sidewalk area, including the sidewalk portion of a drive approach;
B. In front of or within five feet of a private driveway;
C. Within an intersection;
C.D. Within required fire access and turnaround facilities.
D.E. Within fifteen feet of a fire hydrant, whether on public or private property or within a fire lane as designated and marked in accordance with the provisions of MKC 2.28.030J, whether on public or private property;
E.F. On a crosswalk;
F.G. Within twenty feet of a crosswalk at an intersection;
G.H. Within thirty feet of any flashing beacon or traffic control device located at the side of a roadway;

~~H.~~I. In front of or within twenty feet on either side of the entrance or exit of any theater, fire station, or place of public assemblage;

~~I.~~J. Within fifty feet of the nearest rail of a railroad crossing or on railroad tracks;

~~J.~~K. Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;

L. Within any alley, except for the necessary and expeditious loading and unloading of merchandise~~.~~ , provided~~,~~ that in no event shall the driveway or entrance to any abutting property be blocked or free movement of traffic through the alley be interfered with;

M. Upon any bridge or other elevated structure on a street or within a street tunnel or underpass;

N. Upon that side of any street contiguous to any school property during school hours;

O. At any place where official signs or traffic controls placed by the traffic engineer prohibit stopping, standing, or parking;

P. On paved travel lanes in the roadway except in designated parking stalls and along shoulders so as not to impede pedestrian, bicycle, or vehicular travel.

Q. In a bike lane~~.~~;

R. Within the block where an emergency vehicle has stopped or in any way blocks, obstructs, or interferes with the free ingress or egress of emergency vehicles.

S. Within 10 feet of a mailbox Monday through Saturday between 8:00 am and 7:00 pm.

T. Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings.

U. Any place where a traffic-control device prohibits stopping, standing, or parking

11.20.060 Parking Of Trucks And Commercial Vehicles

A. ~~Definitions. As used in this section: "Commercial vehicle" means any motorized vehicle or trailer used for or intended for business use - including but not limited to the transportation of commercial equipment, merchandise, produce, freight, commodities, passengers, or animals - and which is characterized by any of the following:~~

~~1. Heavy equipment, such as earth movers, backhoes, cranes, forklifts, bulldozers, and the like, which are commonly used for construction, excavation, demolition, or lifting; vehicles used to haul equipment or materials, such as dump trucks, tanker trucks, semi-tractors, semi-trailers, cement trucks, or other similar vehicle.~~

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~~2. Pickup trucks over one ton with a commercial modification, such as a flat bed, a dumping mechanism, mechanical lifts or arms for loading and unloading materials/equipment, aerial buckets or platforms, or other similar feature.~~

~~3. Vehicles with more than two axles.~~

~~4. Vehicles that exceed eight feet in height.~~

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~~"Trailer" means any truck trailer or other trailer designed or adapted primarily for the transportation of property of whatever kind used for or intended for business use. "Truck" means any truck-tractor, panel truck, pickup or other truck in excess of one-ton capacity.~~

~~B.~~ Restriction. No person shall park any commercial vehicle, agricultural vehicle, occupied or empty trailer, truck-tractor, or truck on any public street adjacent to a lot or parcel containing a residential dwelling(s) or on any public street within a residential subdivision for a period of time longer than three consecutive hours.

B. ~~C.~~ Exception. The prohibitions in this section shall not apply to vehicles being used in the servicing of adjacent properties or streets.

11.20.070 Approach To Parking Space

A. Every driver about to enter a parking space being vacated shall stop ~~his~~their vehicle and wait at the rear of the vehicle in the process of vacating the parking space, and, having so waited,~~to the rear of the vehicle in the actual process of vacating the parking space and having so waited~~ shall have prior right to the parking space over all other drivers.

B. No driver shall stop ~~his~~their vehicle ahead of a parking space being vacated and attempt to interfere with a driver who has waited properly to the rear of athe vacated parking space ~~being vacated~~.

C. No driver shall stop and wait for a parking space unless the vehicle vacating the space is actually in motion.

11.20.080 Vehicle Left Unattended

A. It is unlawful for any person having control of a motor vehicle to permit such vehicle to stand unattended without first stopping the engine, locking the ignition, and removing the key.

B. Neither shall any person allow a vehicle to stand upon any perceptible grade without effectively setting the brakes thereon and turning the front wheels to the curb or side of the roadway.

11.20.090 Parallel Parking; Required; Exception

No person shall stand or park a vehicle on a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the ~~right~~ right-hand wheels of the vehicle within twelve inches of the curb or edge of the roadway, except as otherwise provided.

11.20.100 Angle Parking; Restrictions

The City Engineer may, after placement of appropriate signs and markings, designate certain areas as suitable for angle parking, except that no angle parking shall be permitted or indicated at any place where passing traffic would thereby be caused or required to drive upon the left side of the street or where any vehicle would extend from the curb or edge of the roadway a distance greater than one-third of the width of the roadway.

11.20.110 Double Parking, Standing, ~~Or~~ or Stopping Prohibited; Exception

No person shall park, stand, or stop a vehicle upon the roadway side of another vehicle that is parked, standing, or stopped, except while actually engaged in loading or unloading passengers, or in compliance with directions of any officer of the local law enforcement agency or traffic control device, or when necessary to avoid other traffic.

11.20.120 Obstructing Traffic Prohibited

No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

11.20.130 Parking Prohibited When

No person shall park a vehicle on any city street when it is snowing, or snow is on the street during ~~the months of~~ November, December, January, February, March, and April.

11.20.135 Long-Term Parking Prohibited

No person owning, possessing, controlling, or having custody of a vehicle shall permit it to remain standing upon any city street or alley for a consecutive period of more than twenty-four hours.

11.20.140 Parking For Certain Purposes Prohibited

No person shall park or operate a vehicle upon any roadway for the principal purposes of:

A. Greasing or repairing such vehicle, except repairs necessitated by an emergency; or

B. Selling foodstuffs or other merchandise in any business district.

11.20.150 Liability

The fact ~~than~~ that an automobile is illegally parked shall ~~be sufficient to~~ constitute a rebuttable presumption that the registered owner was in control of the automobile at the time it was parked.

11.20.160 Removal Of Illegally Parked Vehicle

Whenever any officer of the local law enforcement agency finds a vehicle parked or standing upon a street in violation of this title, the officer is authorized to move the vehicle or require the driver or other person in charge of the vehicle to move it to a position not in violation of this title.

11.20.170 Penalty/Violation

The city hereby decriminalizes certain violations that have traditionally been regulated under state criminal law. The procedures set forth in this section shall be utilized to expedite the resolution of cases arising under this chapter.

11.20.180 Civil and Continuing Violation

The following acts are hereby declared to be civil violations, and not criminal offenses, and shall be within the jurisdiction of the civil violations hearing examiner:

A. Violations of any of the regulations contained in this chapter;

B. Violations of parking laws and regulations not inconsistent with this Code, which are described in the Utah Code; or

C. Violations of motor vehicle license plate and registration regulations when the motor vehicle is parked on public property;

Except as otherwise set forth herein or in the Utah Code, it shall be a separate civil offense for each violation of any of the regulations identified above in this section.

11.20.190 Civil violations parking hearing examiner

The position of civil violations hearing examiner is hereby created. The Mayor shall appoint a hearing examiner with the advice and consent of the Council.

11.20.200 Notice of violation

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A written notice of violation shall be issued to each person charged with a civil violation, which notice shall contain not less than the following information:

A. The name of the registered owner of the vehicle alleged to be in violation;
B. The civil violation charged, including the specific section and subsection of the violation;
C. The date and place of the civil violation;
D. If the civil violation involved the use of a motor vehicle, the make of the vehicle and its license number or the vehicle identications number;
E. Written warning that the notice of violation must be responded to at the city; and
F. Other information regarding payment of the civil violation and procedures for requesting a hearing with the civil violations hearing examiner.

11.20.210 Response to notice.

Any person to whom a notice of violation has been issued shall respond within 15 business days thereof by:

A. Paying the fee described in section 11.20.220;
B. Contesting the violation in the manner described in section 11.20.230(G) of this section; or
C. Demonstrating financial inability to pay the applicable fee on any reasonable terms, in which event the hearing examiner may require the performance of a stipulated public service to be performed in not more than 30 days instead of paying the fee. Such public service shall be performed within the city and for the benefit of the city or another not-for-profit organization located within the city.

Fines may be paid by mail, but all risk that payments may be lost in the mail shall be borne by the sender. Payment shall be considered made on the day it is received by the city, not the day it is mailed.

11.20.220 Fees

Fees and other money related to civil violations under this Chapter shall be paid to the city finance department in such manner, not inconsistent with this Code, as the finance director shall direct. Neither the civil hearing examiner nor any subordinate shall receive any fees or other money related to civil violations over which the civil hearing examiner has jurisdiction.

At the city's discretion, parking violations on city streets or roadways shall be punishable either as a criminal infraction or a civil code violation. The fine for a civil code parking violation under this chapter shall be $50, $100 for parking in a bike lane, $250 for parking in a fire lane as designated and marked in accordance with the provisions of MKC 2.28.030J, and $250 for a

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person who is not carrying a person with a disability special group license plate, temporary removable windshield placard, or removable windshield placard and transporting a qualifying person with a disability parking in an area designated for a person with a disability.

11.20.230 Contesting Civil Violations

Any person charged with a civil violation may contest the violation rather than pay the fee. Such a contest shall be commenced no later than 15 business days after the notice of violation has been issued by causing a written request for a hearing to be delivered to the City Recorder.

When a civil violation is contested as described herein, the civil violation hearing examiner shall conduct a civil hearing with respect to the violation. The notice of violation shall constitute prima facie evidence that the violation alleged therein actually occurred. The hearing shall be conducted as informally as the circumstances will allow and shall be based on the civil standard of a preponderance of the evidence. At the hearing, any party may be required to testify.

The hearing examiner shall determine, by a preponderance of the evidence, if the alleged civil violation occurred. If the hearing examiner finds that it did not occur, then the notice of violation shall be without any further force or effect. If the hearing examiner finds that it did occur, the person to whom the notice of violation was issued shall have the obligation to pay the fine as set forth in this Chapter. Payment of the fine shall be made within five business days after the hearing, unless the decision is issued by mail rather than at the hearing, in which case compliance shall be within ten business days after the decision is mailed to the address given in the written notice of contest. The notice of violation shall be in default if there is no compliance with this section in the time periods provided in this subsection.

11.20.240 Special provisions

The notice of violation may be issued by affixing the notice of violation in a conspicuous place on the subject motor vehicle.

Whenever a motor vehicle has been parked in violation of any regulation of this chapter, the person in whose name such vehicle is registered shall be prima facie responsible for such violation and liable for payment of the applicable fines.

Any motor vehicle with respect to which three or more notices of violations are in default is hereby declared to be a public nuisance, and the city or any city police officer may authorize said motor vehicle to be towed from the public streets at the expense and risk of the registered owner. Said motor vehicle shall be held and not released until the unpaid fees, together with reasonable costs of towing and storage, have been paid.

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If a motor vehicle has been towed from the public streets pursuant to this section and isbeing held for the payment of fines, the owner thereof, or the agent of the owner, may request in writing a hearing before the civil violations hearing examiner to determine the validity of the action taken with respect to said motor vehicle. The hearing examiner may order the release of any motor vehicle without cost to the owner or the owner's agent if said motor vehicle was towed from the public streets and is being held in violation of this section or other applicable law. ~~All parking violations on city streets or highways shall be punishable as an infraction.~~

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11.24.090 Enforcement; Liability

The rules and regulations set forth in this chapter may be enforced by the appropriate authorities or agencies. Enforcement may also include, but shall not be limited to, the following: a civil violation and punishment as described in MKC 11.20, towing away at the owner's expense, and/or revocation of the privilege to park and drive on school property. The board of education assumes no responsibility for damage to cars, lost articles, damage to property, or injury to persons by the automobile or its driver while on school district property.

11.26.190 Unlawful Activities; Penalties

1. It is unlawful and a violation of MKC 11.20, unless expressly provided to the contrary herein, for any person to stand or park a motor vehicle, or to cause the same, contrary to the regulations established pursuant to this chapter. Each such violation shall be a civil violation and shall be punished as described in MKC 11.20.
2. It is unlawful for a person to falsely represent himself or herself as eligible for a parking permit, or to furnish false information in an application for a parking permit to the parking permit coordinator. Each such violation shall constitute a Class B misdemeanor and shall be punished as described in Utah Code §§ 76-3-104, 76-3-204, 76-3-301 and 76-3-302, 1953 as amended.
3. It is unlawful for a person to copy, produce, or otherwise bring into existence a facsimile or counterfeit parking permit in order to evade parking regulations applicable in a designated area. Each such violation shall constitute a Class B misdemeanor and shall be punished as described in Utah Code §§ 76-3-104, 76-3-204, 76-3-301, and 76-3-302, 1953 as amended.
4. It is unlawful for a person to alter, in any way, a permit issued by the parking permit coordinator in such a manner as to extend the term thereof, apply to a person different than that to whom the permit was issued, or to apply to an address different than that to which the permit was issued. Each such violation shall constitute a Class B misdemeanor and shall be punished as described in Utah Code §§ 76-3-104, 76-3-204, 76-3-301, and 76-3-302, 1953 as amended.

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HB41 – Explanation of Changes

Millcreek is removing several areas from the Wildland-Urban Interface (WUI) boundary that was adopted on December 8, 2025.

When the original 2025 WUI map was created, staff used higher-resolution state raster data at approximately 30-meter resolution. At that time, the intent was to include only properties associated with a **Structure Exposure Score (SES) of 6** under the classification framework then available.

In late December 2025, Utah FFSL (Forestry, Fire, and State Lands) released an updated dataset called the **Smoothed Structure Exposure Score (SSES)**, which blends prior SES values in the **5 through 7 range** using a 500-meter smoothing method. This dataset was not available when Millcreek prepared the original WUI boundary.

It is important to note that the original map was developed using higher-resolution data rather than the later smoothed scoring approach. Staff and Unified Fire Authority (UFA) were satisfied with that map, and Millcreek is therefore making only limited changes while ensuring compliance with current state requirements.

Following the passage of **HB41**, and due to limited state guidance in 2025 on implementing **HB48**, many Utah cities adopted WUI boundaries that were broader than necessary and, in some cases, included areas of lower wildfire risk.

The **2024 building code** also recommends that WUI boundaries be drawn as continuous areas using natural features, roads, or other logical boundaries rather than irregular raster patterns or parcel boundaries. This approach was used in developing the original 2025 map.

HB41 now requires Millcreek to remove areas that are not classified as **SSES 5 or greater**. The areas being removed fall into this category and may have been included initially because the original map relied on direct structure exposure scores rather than the later 500-meter smoothed scoring methodology.

If you have questions regarding mapping, data sources, or spatial analysis, please contact **Brian Busch, GISP** at bbusch@millcreekut.gov.

For building code or regulatory questions, please contact **Jim Hardy, CBO** at jhardy@millcreekut.gov.

MILLCREEK, UTAH
ORDINANCE NO. 26-30

AN ORDINANCE ADOPTING A REVISED URBAN INTERFACE MAP FOR THE UTAH WILDLAND URBAN INTERFACE CODE, ISSUED BY THE INTERNATIONAL CODE COUNCIL, WITH THE ALTERNATIVES OR AMENDMENTS APPROVED BY THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS, AS A CONSTRUCTION CODE

WHEREAS, the Millcreek City Council (the *"Council"*) met in regular session on May 26, 2026, to consider adopting a revised urban interface map for the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the Utah Division of Forestry, Fire, and State Lands, as a construction code; and

WHEREAS, in the 2025 Utah Legislature General Session the Legislature amended Utah Code section 65A-8-203 that provides among other things that "[i]f the state under Section 15A-2-103 adopts an edition of the Utah Wildland Urban Interface Code, issued by the International Code Council, with the alternatives or amendments approved by the division, as a wildland urban interface building standard that may be adopted by a local compliance agency …for purposes of an incorporated area within a county, the relevant municipality shall adopt and enforce the wildland urban interface building standard described" in Utah Code section 15A-2-; and

WHEREAS, the purpose of this Ordinance is to adopt a revised urban interface map; and

WHEREAS, the International Code Council adopted the current Utah Wildfire-Urban Interface Code ("Wildfire Code"), which the Council previously adopted. Section 301 of the Wildfire Code requires, among other things, that the Council, in cooperation with the Division of Forestry, Fire, and State Lands ("FFSL"), declare wildfire-urban interface areas. The FFSL and City staff have cooperated to designate such areas that are shown on the attached revised urban interface map ("Map"); and

WHEREAS, the Council finds that the Map shows the boundaries of natural or man-made features of wildland-urban interface areas and was prepared in cooperation with the FFSL; and

WHEREAS, after careful consideration, the Council has determined that adopting the Map is in the best interests of Millcreek's health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED, the following is hereby adopted and added to the Millcreek Municipal Code.

9.77.060 Adoption of Revised Map

The attached revised urban interface map, showing the boundaries of high-risk wildland-urban interface property and of wildland-urban interface property that is not high-risk, is hereby adopted.

PASSED AND APPROVED this 26th day of May 2026.

MILLCREEK

By: _____
Cheri Jackson, Mayor

ATTEST:

_____
Elyse Sullivan, City Recorder

Roll Call Vote:		
Jackson	Yes	No
Catten	Yes	No
DeSirant	Yes	No
Handy	Yes	No
Uipi	Yes	No

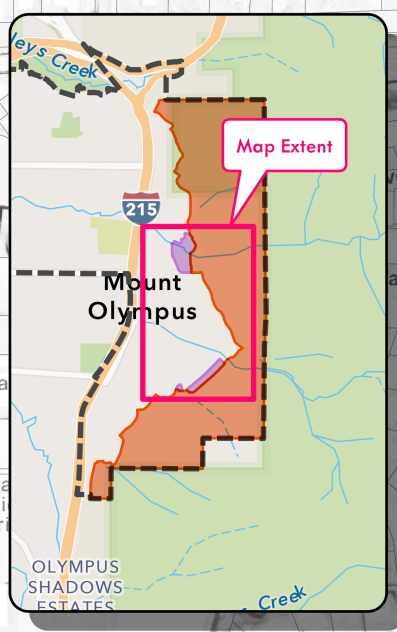
CERTIFICATE OF POSTING

I, the duly appointed recorder for Millcreek, hereby certify that:
ORDINANCE 26-30: AN ORDINANCE ADOPTING A REVISED URBAN INTERFACE MAP FOR THE UTAH WILDLAND URBAN INTERFACE CODE, ISSUED BY THE INTERNATIONAL CODE COUNCIL, WITH THE ALTERNATIVES OR AMENDMENTS APPROVED BY THE UTAH DIVISION OF FORESTRY, FIRE, AND STATE LANDS, AS A CONSTRUCTION CODE was adopted the 26th day of May, 2026 and that a copy of the foregoing Ordinance 26-30 was posted in accordance with Utah Code 10-3-711 this ____ day of May 2026.

_____
Elyse Sullivan, City Recorder

MILLCREEK WILDLAND-URBAN INTERFACE (WUI) BOUNDARY – HB41 COMPLIANCE UPDATE (2026)

REMOVED AREAS FOR HB41



Removed Areas HB41

Millcreek City WUI Boundary (Revised for HB41 Compliance)

Data Sources:

Millcreek; Salt Lake County; Utah Geospatial Resource Center (UGRC); United States Forest Service (USFS); United States Geological Survey (USGS); Utah DNR - FFSL (Forestry, Fire and State Lands); Open Basemap; Esri

Millcreek City Hall
1330 E Chambers Ave
Millcreek, UT 84106
(801)-214-2700
www.millcreekut.gov

Spatial Reference: NAD 1983 StatePlane Utah Central FIPS 4302 Feet
Author: Millcreek GIS - Brian Busch, GISP
Date Produced: Monday, March 30, 2026

UNIFIED POLICE GREATER SALT LAKE

MILLCREEK

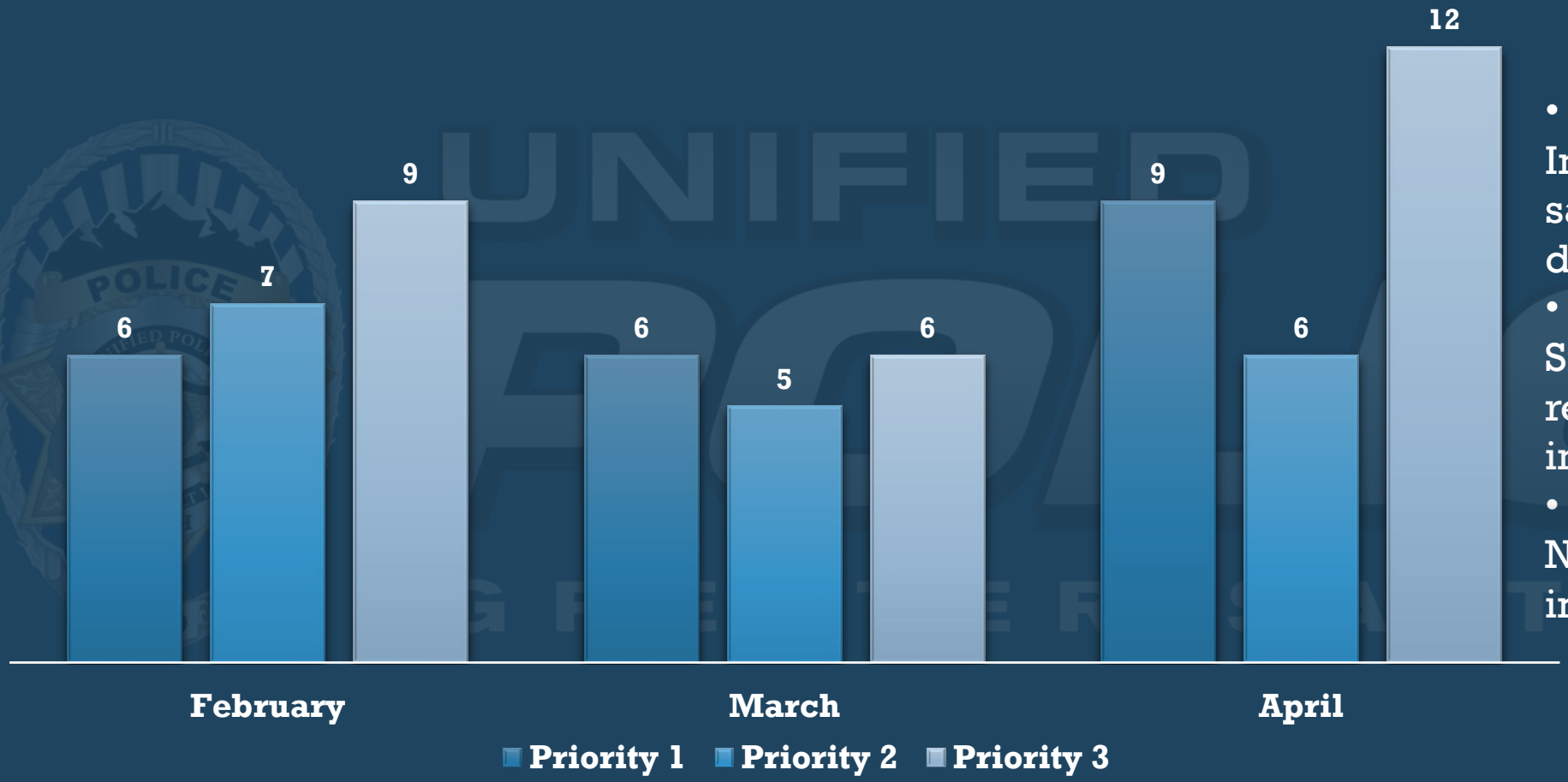
MILLCREEK CITY - APRIL 2026

UPD Millcreek Current Staffing

- **True Vacancies 1**
- **Allocated to Millcreek 1 (FTO/Academy/Future Start Date)**
- **Vacant Specialty Positions 0 (Traffic/Investigations)**

****Updated 5/20/2026****

POLICE RESPONSE TIMES
MILLCREEK-UPD

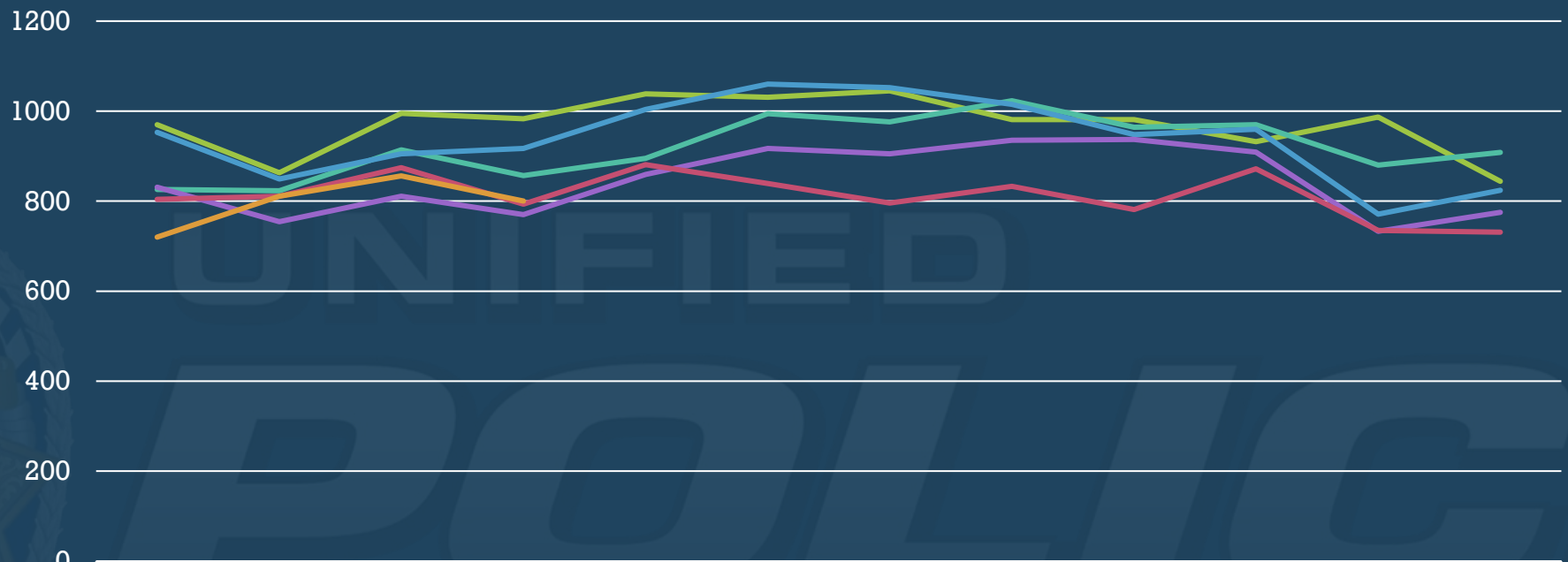


Time in minutes

- **Priority 1: (Emergency)** Immediate threats to life, safety, or serious property damage.
- **Priority 2: (Urgent)** Situations requiring a quick response but not posing an immediate danger to life.
- **Priority 3: (Routine)** Non-urgent calls that do not involve immediate risks.

MILLCREEK CITY

Millcreek Precinct Case Trend

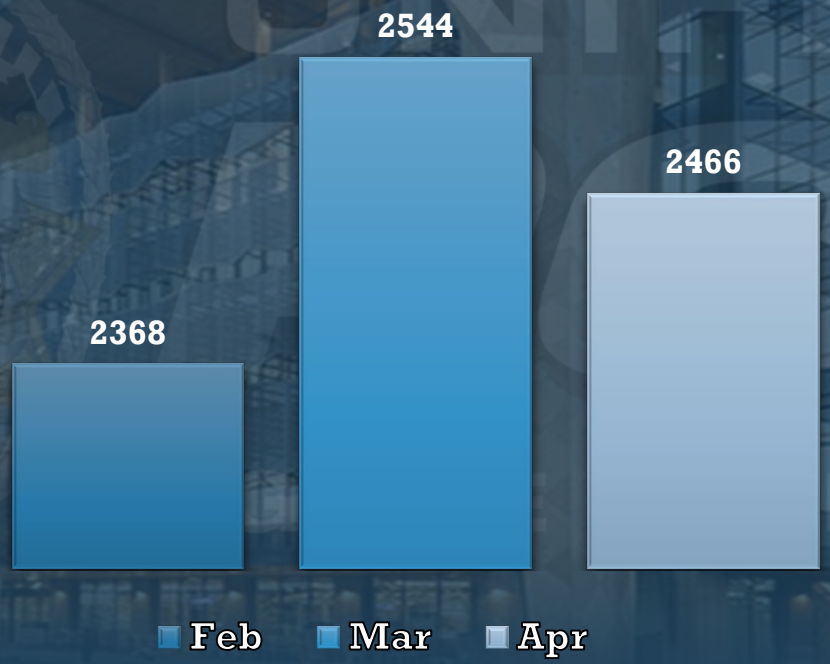


	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2021	970	863	995	983	1038	1031	1045	981	981	932	987	844
2022	826	823	914	857	895	994	976	1023	964	970	880	908
2023	953	849	905	917	1004	1060	1052	1015	948	960	771	824
2024	831	754	811	770	859	917	905	935	937	909	733	775
2025	804	811	874	793	881	839	796	833	781	872	735	731
2026	720	811	856	800								

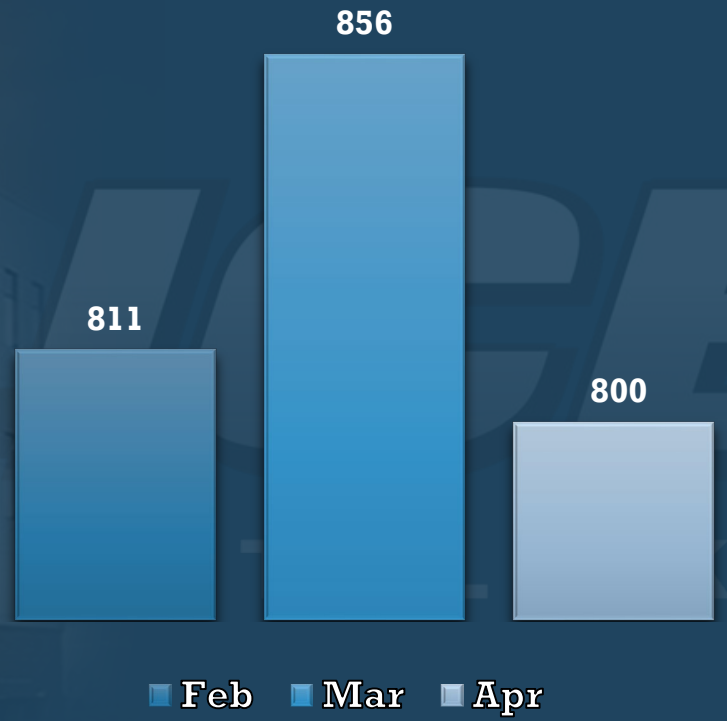
2021 2022 2023 2024 2025 2026

Millcreek City

Calls For Service

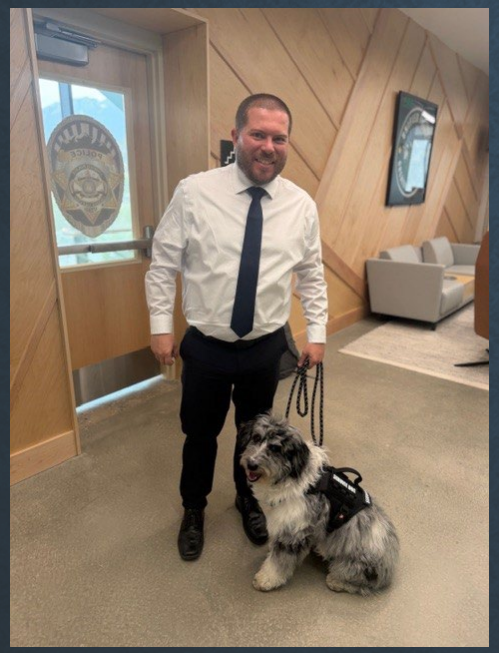


New Police Reports



MILLCREEK UNIFIED POLICE APRIL 2026

- **TRANSIENT CALLS: 44**
- **MENTAL HEALTH CALLS: 20**



During the month of April we welcomed our Crisis Intervention K9, Mills. Mills lives with his handler, LCSW Gregg Golden.

The Mental Health and Transient Unit also succeeded in housing two individuals.

MILLCREEK CITY - UPD TRAFFIC STATS

APRIL 2026

- 480 Citations Issued
- 4 DUI Arrests
- 43 Accidents Reports
- 14 Hit and Runs

Millcreek City Directed Enforcement Unit (DEU) Stats

April 2026

Operational Summary:

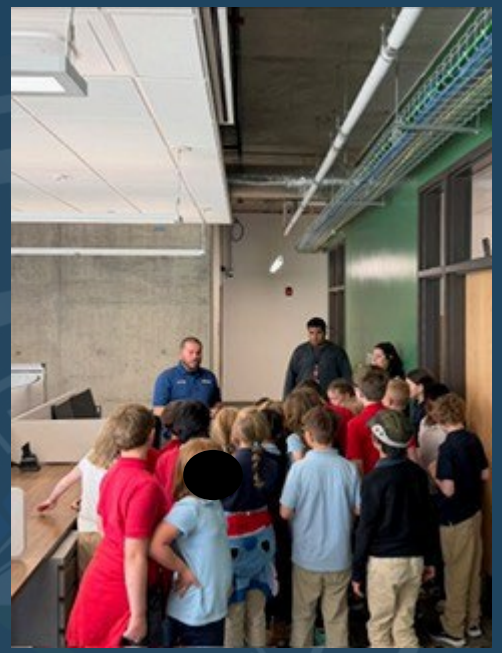
- 9 Cases
- 13 Arrests
- 9 Search Warrants Served
- 2 Recovered Stolen Vehicles

Seized:

- 108 g Marijuana
- 40,000 Fentanyl Pills
- 2.30 oz of Heroin

Community Engagement

Several members of the Millcreek Precinct received awards at our annual UPD Awards Banquet



We conducted several precinct tours for the Millcreek Promise

We were invited to attend "Career Day" at a local charter school – UPD Detectives, Forensics, and Cadets spoke with many students about the various Law Enforcement career paths.

Unified Police Investigations
April 2026
Millcreek Precinct

Assault 31	**Burglary** 42	**Drug Offenses** 9	**Domestic Violence** 68
Fraud 18	**Homicide** 0	**Larceny** 57	**Robbery** 0
	Sex Offense 12	**Stolen Vehicles** 7	

During the month of April, Millcreek Precinct detectives were assigned 44 cases, and 18 of those cases were submitted for charges to Holladay Justice Court or 3rd District

SHARED SERVICES HIGHLIGHT HUMAN RESOURCES

- 2025 hired 49 new employees
- 2026 has hired 15 new employees
- Millcreek Officers: Robert Jackman, Mark Thomas, Koryn Nielson, Braidon Coulam, Jesse Motzkus, Taylor Adair, Brittini Willie, Kievah Hansen, Jefferson Huggins
- Manages Internal Affairs, Professional Standards and Training, Benefits, Transfers, Promotional Exams, Secondary Employment

Minutes of the
Millcreek City Council
April 27, 2026
5:00 p.m.
Work Meeting
7:00 p.m.
Regular Meeting

The City Council of Millcreek, Utah, met in a public work meeting and regular meeting on April 27, 2026, at City Hall, located at 1330 E. Chambers Avenue, Millcreek, UT 84106. The meeting was recorded for the City's website and had an option for online public comment.

PRESENT:

Council Members
Cheri Jackson, Mayor
Silvia Catten, District 1
Thom DeSirant, District 2
Nicole Handy, District 3
Bev Uipi, District 4

City Staff
Mike Winder, City Manager
Elyse Sullivan, City Recorder
John Brems, City Attorney
Kurt Hansen, Facilities Director
Francis Lilly, Assistant City Manager (electronic)
Lisa Dudley, HR-Finance Director
Kayla Mayers, Promise Program Director
John Miller, Public Works Director
Jim Hardy, Building Services Director
Aimee McConkie, Community Life Director
Rita Lund, Communications Director
Carlos Estudillo, Planner
Kristofer Lands, Grants Manager
Brian Busch, GIS Analyst

Attendees: Assistant Chief Zach Robinson, Chief Christine Petty-Brown, Mike Oborn (electronic), Detective Grant Martinez, Gregg Golden, Andrei Tarassov, Russ Sorensen, Natalie Pulsipher, Amy & Bret Jordan, Bill Morey, Rob Mortensen, Kyle Mortensen, Catherine Frazier, Macy Atkin, Mackenzie Campana, Ada Frazier, Rebekah Jordan, Benazir Mohammadi, Airyn Phillips, Eloy Salazar

WORK MEETING – 5:00 p.m.
TIME COMMENCED: 5:03 p.m.

Mayor Jackson called the work meeting to order.

1. Executive Code of Conduct Training; Mike Winder, City Manager
Mike Winder provided an ethics and governance refresher for elected officials and department heads emphasizing the heightened responsibility that comes with public service leadership. Drawing from the International City/County Management Association Code of Ethics and the

city's employee handbook, he reviewed key principles of professional local government management, including integrity, accountability, impartiality, transparency, and respect in workplace and public interactions. He highlighted the importance of maintaining clear communication channels between staff and elected officials, noting that significant staff requests from elected officials should be coordinated through the city manager to preserve organizational efficiency and clarity.

Winder reinforced expectations for ethical conduct, respectful workplace behavior, and adherence to anti-harassment policies, while stressing the importance of treating community members, colleagues, and stakeholders with dignity and professionalism. He also reviewed policies related to reporting fraud, waste, and abuse; attendance and punctuality; truthfulness in presenting information to elected officials; and the responsibility of staff to faithfully implement policy decisions made by the governing body. Additionally, he addressed political neutrality, reminding staff and leadership to avoid political activities or public commentary that could undermine public trust in the city's impartiality.

The presentation also underscored the value of continued professional development, community engagement, and transparent communication with residents, highlighting the city's strong practices in public outreach and information sharing. Winder reviewed policies regarding fairness in personnel matters, workplace safety and confidentiality, and conflict-of-interest disclosures, including gift acceptance and appropriate use of city resources. In closing, he emphasized that public office is a public trust and reiterated the city's commitment to fostering an ethical, respectful, and professional workplace culture while maintaining the confidence and trust of the community. The council discussed including department directors on emails to staff.

2. Fireworks Restriction Map Discussion; UFA Assistant Chief Zach Robinson
Chief Zach Robinson presented a comparative review of fireworks restriction maps from Millcreek and neighboring communities to help guide discussion regarding the city's 2026 fireworks restrictions. He began by reviewing Millcreek's current 2025 restrictions as the baseline for comparison. He noted that Salt Lake City has adopted its 2026 restrictions without changes from the prior year, maintaining restrictions east of 900 East and in designated areas north of South Temple and west of Redwood Road, including portions of the Jordan River corridor due to dense vegetation and fire risk.

Chief Robinson also reviewed South Salt Lake's adopted 2026 restrictions, noting a broader approach that restricts areas west of 900 West, including the Jordan River corridor, as well as additional corridors along railways, canals, and several park areas. He reported that Murray similarly adopted its 2026 restrictions without changes, with restricted areas primarily focused on the Jordan River corridor and Murray City Park. Finally, Chief Robinson discussed Holladay's recently adopted restrictions, noting that they were the only neighboring city identified as making significant changes for the upcoming season. Holladay reverted to broader restrictions by prohibiting fireworks east of 1300 East, effectively restricting nearly the entire city, a policy similar to restrictions the city had in place prior to 2023. Chief Robinson concluded by offering to participate in further discussion and answer questions regarding the regional comparisons and Millcreek's potential approach moving forward.

Council Member DeSirant recommended that the city consider expanding its fireworks restriction areas to include riparian zones, similar to the approaches adopted by South Salt Lake

and Salt Lake City. He specifically referenced the riparian area near Scott Park and the Shady Brook neighborhood, describing it as a densely vegetated and difficult-to-access area along the creek that presents elevated fire risk concerns. Council Member DeSirant noted that the combination of fencing, limited access points through adjacent residential properties, and steep embankments along the creek make the area particularly challenging to navigate and respond to in the event of a fire, and suggested these characteristics warrant consideration for inclusion in the City's restricted fireworks zones.

The council discussed, reviewed aerial maps, and agreed to restrict the area from 700 E to 900 E from approximately Empire Avenue to 3300 S., north of Scott Avenue Park. Mayor Jackson asked about any future changes being allowed once the map was adopted. Chief Robinson said the council had the ability to make any necessary changes based on current conditions.

3. Recreation Bond Project Discussion; Kristofer Land, Grants Manager
Kristofer Land presented information regarding the upcoming Salt Lake County general obligation recreation bond opportunity, noting that applications are due by May 22. He explained that the bond, commonly referred to as the GO Bond, is funded through the voter-approved ZAP tax and is typically offered approximately every ten years to support parkland acquisition, recreation infrastructure, and capital improvements that demonstrate community need and include a county ownership interest. Land provided an overview of prior funding cycles, noting that recent bond pools have ranged from $50 million to $90 million, with the most recent bond approved in 2016. He also outlined the review process, explaining that applications will be reviewed by an advisory board, followed by recommendations to the County Council, with final voter approval occurring through the November ballot.

Land reviewed examples of eligible project types, including parks, trails, recreation facilities, and major renovations or expansions, while clarifying that operational costs such as programming, staffing, and temporary equipment are not eligible. He requested policy direction from the mayor and council regarding project priorities so staff could prepare one to three applications for consideration. Potential project ideas identified for consideration included the 3800/3900 South trail connection, open space trail improvements near Big Cottonwood Regional Park, Hillview Basin boardwalk trail improvements, Grandeur Peak trailhead enhancements, irrigation system upgrades at Canyon Rim Park, repairs and improvements at Scott Avenue Park, and potential land acquisition opportunities for future pocket parks.

Land noted that some projects, such as the 3900 South trail connection and Big Cottonwood open space improvements, may align strongly with county planning priorities but would require additional coordination and cost analysis. He also identified the Canyon Rim Park irrigation system replacement as one of the most shovel-ready and pressing infrastructure needs, with estimated costs between $2 million and $3 million, and suggested that a broader park master planning effort could also be considered. Additionally, he noted that Scott Avenue Park, as county-owned flood control property, may be a strong candidate for improvements given its alignment with county planning objectives and its importance to the surrounding neighborhood.

Mayor Jackson asked the council if they should leverage a bigger project since the grant opportunity is only every 10 years if it is approved by voters. John Miller noted new projects were more attractive than maintenance ones. The council discussed possible projects, including wrapping multiple projects into a master plan for Canyon Rim Park. Council Member Catten

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cautioned about the perception of putting more funding into that park when it recently got new pickleball courts and a playground. She noted the county liked funding regional parks. She noted the county discussed absorbing the property behind Macey's into the Big Cottonwood Regional Park in the future.

The council agreed Canyon Rim Park irrigation was a priority. Council Member Uipi recommended applying for smaller funding for projects in addition to the Canyon Rim Park irrigation application. Mayor Jackson asked for more details about repairs to Scott Avenue Park and noted power was needed in the amphitheater at Canyon Rim.

4. FY 26-2027 Budget Discussion; Lisa Dudley, HR-Finance Director

Lisa Dudley reviewed the proposed General Fund budget and noted that there were no significant changes to projected revenues, though additional detail had been added as departments provided updated information. She explained that the current budget is balanced through the use of a temporary balancing figure, which may change as remaining unknowns are resolved. Dudley also discussed a request from the Communications Department for a seasonal, non-benefited paid intern position through the Promise Program, clarifying that while the position remains in the proposed budget, no requests are guaranteed until formally approved by the Council. She further explained that approximately $235,000 currently included in the budget reflects requested new positions retained for consideration by administration.

Discussion then focused on contracted services and capital-related requests, including pavement preservation and Canyon Rim Park irrigation improvements. Dudley explained that due to construction timing and seasonal limitations, only about half of the previously approved additional pavement preservation funding would likely be spent in the current fiscal year. As a result, she recommended reducing the requested appropriation amounts to more closely align with realistic project timelines. Similarly, the Canyon Rim Park irrigation request was reduced from $1 million to $500,000 pending further design work and updated cost estimates. Additional new expenditures highlighted included Paseo seasonal decorations, commercial-grade games for the Treehouse, and a proposed $1 million transfer from the General Fund to the Capital Improvement Projects (CIP) Fund for future capital projects. Administration clarified that some of these expenses are one-time costs associated with initial implementation.

Council discussion also addressed increases in event-related expenditures, including the Doxie Derby and related community events. Dudley clarified that the referenced $30,000 increase represented additional funding above the current budget and included multiple events, such as World Cup watch parties, an international softball tournament, and a Phase Two grand opening celebration, rather than solely the Doxie Derby. Staff also noted that some revenue offsets are generated through event admissions, though revenues and expenditures are budgeted separately. Conservative revenue projections for admissions and community events were maintained at the current year's levels.

Dudley reviewed measures intended to support ongoing General Fund operations, including the proposed budgetary use of the Unified Police Department precinct fund balance. She explained that utilizing approximately $800,000 of available precinct reserves would help offset rising law enforcement contract costs and reduce pressure on the General Fund without unnecessarily accumulating excess reserves at UPD. She also noted that some department requests deemed

capital in nature may ultimately be shifted into the CIP plan rather than funded through operating budgets.

In summarizing the proposed Fiscal Year 2027 General Fund budget, Dudley reported projected revenues of approximately $43.6 million, with expenditures balanced to match revenues, including the proposed transfer to capital projects. She noted that overall revenues remain essentially flat compared to the current year, while expenditures increase by approximately 1.73% prior to the capital transfer. Dudley also reviewed departmental budget comparisons, highlighting decreases related to the absence of an election year and the conclusion of one-time emergency fire response expenditures and related donations. Finally, she reviewed General Fund balance projections, estimating the City would end Fiscal Year 2026 with an approximate 34.2% fund balance and Fiscal Year 2027 with approximately 33%, remaining below the statutory maximum of 35%. She noted that several items, including the Porsche sales tax sharing agreement and other smaller adjustments, still need to be incorporated into the final budget.

Dudley reported that the Community Reinvestment Agency (CRA) funds, which were previously unbalanced, have since been balanced in preparation for the proposed budget. She noted that the Millcreek Center CRA reflects a significant use of fund balance due to bond proceeds being held within that fund. West Millcreek includes an addition to fund balance, while Woodland Avenue reflects a smaller addition. No expenditures are currently budgeted for Olympus Hills, though potential professional service costs, such as financial advisor fees, may arise later and would be addressed through a future budget amendment. Dudley also reviewed the Med Tech budget, which is based on the current year's actual tax increment received, and discussed the Aggregate Housing Fund, emphasizing that it clearly identifies the amount of funds required to be allocated toward housing, while also allowing project areas to contribute additional housing funds if desired.

Regarding the storm water budget, Dudley stated that staff worked collaboratively to prepare the proposed budget. She explained that the upcoming storm water budget is balanced through a budgetary use of fund balance, which is typical for funds that include construction projects. She further noted that projects not completed by June 30 would carry over into the next fiscal year and require re-budgeting to continue forward. Dudley added that the Community Foundation budget was not brought back for further discussion, as there were no significant changes.

5. Staff Reports
There were none.

6. Discussion of Agenda Items, Correspondence, and/or Future Agenda Items
There was none.

Council Member Uipi moved to adjourn the work meeting at 6:38 p.m. Council Member Desirant seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

REGULAR MEETING – 7:00 p.m.
TIME COMMENCED: 7:05 p.m.

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1. Welcome, Introduction and Preliminary Matters

1.1 Pledge of Allegiance

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

1.2 Canyon Rim Academy 3rd Grade Report

Mayor Jackson reported that approximately one week earlier, third grade students from Canyon Rim Academy visited City Hall to learn about municipal government, the services provided by the city, and the importance of civic responsibility within the community. As part of the discussion, students learned about Canyon Rim Park, which is located adjacent to the school, and discussed ways they could help care for and improve the park as community members. Mayor Jackson noted that the students were invited to return and share their experiences, lessons learned, and contributions related to the project.

Paige Pectol, third grade teacher at Canyon Rim Academy, introduced fellow third grade teachers Sami Cowan and Lauren Robinson, as well as their students. Pectol explained that the students recently had the opportunity to learn about local government, civic engagement, and the role residents play in working collaboratively with government to improve their community. She noted that students were encouraged to identify issues they care about and become active, informed participants in creating positive change. As part of this effort, the students participated in a cleanup project at Canyon Rim Park, where they took thoughtful observations and approached the project with enthusiasm and seriousness. Pectol expressed pride in the students' efforts and appreciation for the opportunity to highlight their contributions and leadership within the community.

Students from Canyon Rim Academy presented a report on their recent cleanup and observation project at Canyon Rim Park. The students explained that they participated in a park cleanup day, during which they collected trash, documented observations, and evaluated both the park's strengths and areas for improvement. They highlighted several positive aspects of the park, including the murals, mature trees, and well-maintained playground equipment, noting that these features contribute to the park's beauty, shade, recreational opportunities, and overall enjoyment for visitors.

The students also identified several concerns and proposed potential solutions. They expressed concerns regarding dog waste throughout the park and recommended additional dog waste bag stations and signage encouraging pet owners to clean up after their animals. They noted that some wooden benches had splinters and suggested replacing them with more durable materials such as concrete or metal, while also considering the need for shade. Students additionally raised concerns about damage to grassy areas caused by bicycles and suggested limiting bicycles to sidewalks or creating designated bike paths. Lastly, they discussed the condition of the horseshoe areas, noting that the spaces were difficult to identify and in need of maintenance. They recommended adding signage, providing horseshoe equipment, and improving the areas through weeding and additional sand.

Following the presentation, Pectol explained that the students independently compiled their observations and recommendations by analyzing trends from data collected by all 78

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participating students. She emphasized that the project and presentation were highly student-driven and thanked the council for the opportunity to share the students' work and civic engagement efforts. The mayor thanked the students for their work, observations, and input.

1.3 Silvestrini Scholars Presentation to:
Mayor Jackson introduced the annual Silvestrini Scholar Award presentations, noting that the program was established to honor former Mayor Jeff Silvestrini following his retirement. She explained that the scholarship was named in recognition of both Jeff and Leslie Silvestrini for their longstanding service and commitment to the community, particularly their support of youth programs within Millcreek. Mayor Jackson highlighted former Mayor Silvestrini's leadership in establishing the Promise Program and described the scholarship as a fitting tribute to the positive impact he and his wife have had on the City and its residents.

Former Mayor Jeff Silvestrini expressed appreciation to the Council for honoring him and his wife through the naming of the Silvestrini Scholar Award. He stated that he considered the scholarship to be a meaningful and fitting tribute and expressed gratitude that the city continues to support and fund the program. Silvestrini emphasized the importance of encouraging youth to pursue higher education, trade school, or other post-secondary opportunities, noting that educational achievement contributes to the development of successful citizens and a strong economy. He concluded by thanking the council and expressing enthusiasm for presenting the awards.

The mayor read a short bio on the students about their academic and professional interests and then they were presented with certificates and the scholarship check.

Macy Atkin (Skyline High School)
Mackenzie Campana (Cottonwood High School)
Johnathan Chen (Skyline High School)
Ada Frazier (Olympus High School)
Rebekah Jordan (Olympus High School)
Benazir Mohammadi (Utah International Charter School)
Airyn Phillips (Cottonwood High School)
Eloy Salazar (Cottonwood High School)

1.4 Unified Police Department Millcreek Precinct Officer of the Month for March 2026
Chief Petty-Brown recognized Detective Grant Martinez as Officer of the Month for March because of his exceptional investigative work and proactive narcotics enforcement efforts in the Millcreek area. Chief Petty-Brown reported that, while conducting surveillance on a residence connected to recent criminal activity, Detective Martinez participated in a traffic stop that resulted in the seizure of approximately four pounds of methamphetamine. Information gathered during the investigation led to the identification of a drug trafficking organization supplying illegal narcotics throughout the Salt Lake Valley. Building upon this intelligence, Detective Martinez later coordinated with the Unified Police Department Directed Enforcement Unit and the Drug Enforcement Administration to intercept a narcotics delivery entering the Salt Lake Valley from

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Mexico. Following a canine alert during the stop of the suspect vehicle near the Millcreek-Murray border, detectives discovered approximately 20 pounds of methamphetamine and 5,000 fentanyl pills concealed within the vehicle. Two individuals were taken into custody and now face significant federal charges. Chief Petty-Brown commended Detective Martinez for his dedication, persistence, and commitment to public safety, noting that his efforts prevented a substantial quantity of dangerous narcotics from reaching the community and contributed to reducing the potential for overdose incidents and related criminal activity.

Chief Petty-Brown formally introduced Millie, the department's canine, and reported that Millie had been working with Greg Golden for approximately one month and was adapting well to training and community interaction. Chief Petty-Brown noted that Millie is still a nine-month-old puppy and remains in the early stages of training and acclimation. Officer Greg explained that current efforts are focused on gradually exposing Millie to various environments and community settings rather than active police calls at this stage. He shared that Millie has visited locations including nursing homes and community events, where the canine has interacted calmly and positively with residents and visitors, including students during the recent third grade tour at City Hall.

Golden further stated that the department is continuing to integrate Millie into community engagement opportunities while awaiting additional vehicle equipment necessary for responding to calls. He also reported that he and Millie plan to attend a specialized training in Colorado in June to learn from agencies utilizing similar canines in school resource and crisis intervention roles. The training will provide opportunities to observe best practices and evaluate strategies that may be implemented within the Millcreek program.

Chief Petty-Brown provided a solemn recognition marking the 10-year anniversary of the line-of-duty death of canine Aldo, who served with Lieutenant Lovato. Chief Petty-Brown noted that the Utah Police Officer Association recently honored police service animals killed in the line of duty, including four canines from the Unified Police Department. She shared a brief history of Aldo, a Belgian Malinois trained in narcotics detection and criminal apprehension, who achieved multiple certifications and accolades, including recognition as the 2014 Utah national champion in narcotics detection and contributing to multiple canine trial victories.

Chief Petty-Brown recounted that on April 27, 2016, Aldo located a fugitive in Millcreek and engaged during a critical incident in which the suspect ambushed responding officers with a firearm. Aldo was killed in the line of duty during the encounter, but his actions protected Lieutenant Lovato and other officers on scene. Chief Petty-Brown concluded by honoring Aldo's service and sacrifice and recognizing the continued significance of his legacy within the department and community.

1.5 Proclamation Building Safety Month – May 2026

Mayor Jackson proclaimed the following:

PROCLAMATION
BUILDING SAFETY MONTH — MAY 2026

WHEREAS, Millcreek is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings, and infrastructure play, both in everyday life and when disasters strike, and

WHEREAS, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborer's, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and

WHEREAS, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and

WHEREAS, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods, and earthquakes, and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable, and affordable buildings that are essential to our prosperity, and

WHEREAS, "Built to Last" the theme for Building Safety Month 2026, encourages us all to get involved and raise awareness about building safety on a personal, local and global scale, and

WHEREAS, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Cheri Jackson, Mayor of Millcreek, do hereby proclaim the month of May 2026 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

ADOPTED on this 27th day of April 2026 in Millcreek, Utah.

Mayor Jackson added appreciation for the Building Departments' work.

1.6 Public Comment

Jeff Silvestrini expressed appreciation to Mayor Jackson for nominating him to serve on the newly proposed Utah State Transit Commission, which would provide oversight for the Utah Transit Authority. He noted that he was also nominated by the Salt Lake County Council of Governments to represent Salt Lake County on the commission. Silvestrini explained that, if appointed by the Governor and confirmed by the State Senate, the role would include reporting on transit matters within Utah and the region.

Andrei Tarassov encouraged increased civic engagement and participation in local government meetings, expressing hope that more residents would become involved in public discourse. He referenced prior discussion regarding the Town and Country Plaza

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development and shared his perspective on mixed-use commercial development, including the role of drive-through uses and tenant flexibility in attracting businesses. Tarassov stated that, based on his experience as a property owner, he has observed strong demand from potential tenants for drive-through concepts, particularly in coffee-related businesses, and emphasized the importance of allowing market demand to guide leasing decisions. He further commented on distinctions between retail property classifications, noting that higher-tier developments often experience more frequent tenant turnover and redevelopment, while other properties may see less investment and modification over time. Tarassov shared personal experience regarding long-term business ownership and expressed a desire for stability and longevity for his business within the community. He concluded by encouraging the city to consider long-term business retention and investment when evaluating development proposals and stated his preference for maintaining existing commercial uses rather than redevelopment into higher-density residential uses.

Bill Morey, East Mill Creek Lions Club, announced an upcoming community outreach event hosted by the Lions of Utah. He shared information about a free, family-friendly carnival scheduled for Saturday, May 16, from 2:00 to 5:00 p.m. at the South Salt Lake Community Center, located at 2531 South 400 East in South Salt Lake. Morey encouraged community participation, noting that the event will feature activities aimed at fostering connection, community engagement, and awareness of local service opportunities through Lions Clubs. He further explained that the Lions of Utah focus on initiatives including substance abuse prevention, mental wellness, and suicide awareness, with the goal of strengthening community well-being.

Rick Hansen, a Millcreek resident, expressed appreciation for the safety and security of the community and the work of law enforcement. He shared a personal anecdote regarding an incident in which he unintentionally left his vehicle keys in his truck overnight without any negative outcome, noting that nothing was disturbed and expressing gratitude for the perceived level of public safety. Hansen thanked the officers of the Unified Police Department for their service, and specifically recognized department leadership for maintaining a high standard of policing and contributing to what he described as a strong and sustained sense of safety in the community over many years.

2. Planning Matters

2.1 First Reading: *ZM-26-005*, Rezone Request from Commercial (C) Zone and City Center Overlay Zone (CCOZ) to the City Center Overlay-Development Agreement Zone (CCOZ-DA) at 1285 E Villa Vista Avenue

Carlos Estudillo presented a rezoning application for a property located at 1285 East Villa Vista in the City Center area. The request proposes rezoning from the current (C) Commercial zone to the City Center Overlay Zone with a Development Agreement (CCOZ-DA) to allow construction of an owner-occupied affordable housing condominium project. Estudillo explained that the CCOZ-DA framework allows flexibility from certain city center design standards when a defined public benefit—such as affordable housing, public parking, or open space—is provided. He noted the surrounding area includes a mix of residential and multifamily developments and is consistent with the City Center vision for walkable, mixed-use development.

The proposal includes a six-story, approximately 23-unit condominium building consisting of two-bedroom units, with building height just under 65 feet and exterior materials composed of approximately 86% high-quality façade materials. The project includes roughly 5,000 square feet of internal amenity space, including a common deck, club room, fitness room, hot tub, and storage, in lieu of significant outdoor open space due to site constraints.

Estudillo explained that, in exchange for providing affordable housing, the project is requesting a Development Agreement to modify certain CCOZ standards, including building step-back requirements and the requirement for ground-floor commercial space. He also noted that affordable housing incentives allow for a parking reduction, resulting in a requirement of approximately one parking space per unit plus visitor parking. All resident parking would be provided within an internal garage, with additional guest parking proposed through a combination of on-street spaces and potential off-site parking. Staff identified that the project may require further coordination regarding parking supply, including possible shared or off-site arrangements and long-term planning for completion of Villa Vista Street improvements.

Estudillo further stated that the development would proceed in coordination with Utah Housing Corporation requirements to establish affordability restrictions and potential first-time homebuyer assistance programs. He noted that the project underwent neighborhood outreach and open house processes, received no written public comments, and received a favorable recommendation from the community council with additional comments regarding parking concerns. The Planning Commission also unanimously recommended approval, while similarly noting concerns related to parking and traffic in the City Center area. Staff recommended that the City Council consider advancing the CCOZ-DA with continued review of parking and development agreement terms prior to final action.

Mayor Jackson asked about the long term plan for the guest parking on the nearby property. Russ Sorensen, owner of the property, said there would be a shared parking agreement recorded to the property acknowledging a parking easement for four dedicated stalls.

Mike Winder provided comments regarding the proposed development's parking strategy and long-term feasibility. He noted that the project was reduced from 24 to 23 residential units, which decreased overall parking demand and allowed additional space to accommodate parking within the site. Winder also expressed support for the proposed off-site parking arrangement, stating that it would be legally tied to the property and therefore secured overtime. He further explained that the presence of an earthquake fault line on the nearby property imposes significant development constraints, limiting the level of density and improvements that can be achieved in that area. He noted that these geological limitations, along with existing and planned low-intensity development, contribute to the expectation that the surrounding area will remain relatively unchanged in terms of parking and land use capacity over the long term.

Sorensen noted a walkway through the center of the block for inter-block travel.

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Council Member DeSirant supported the attainable housing in the city center.

Estudillo provided additional clarification regarding parking considerations associated with the Villa Vista area and the proposed development. He noted that, in coordination with the 1265 East Villa Vista project, commercial uses and associated commercial parking demands have effectively been removed from this portion of the corridor, reducing overall parking pressure. He further stated that nearby multifamily developments along Villa Vista include sufficient internal parking to meet tenant needs, and that on-street parking is intended primarily to serve visitors and any remaining small-scale commercial uses.

Estudillo also indicated that future enforcement of on-street parking regulations in the City Center area is being considered, which may further improve turnover and availability of public parking spaces, though timing has not yet been determined. He identified potential off-site parking opportunities within approximately 300 feet of the project, including nearby commercial properties such as the Blacksmith Ice Cream location, as a viable alternative for meeting guest parking needs. He concluded by noting that staff is continuing to evaluate the total anticipated parking supply and demand within Villa Vista in coordination with the engineering department to better define overall requirements as corridor improvements are completed.

Winder noted that MC29 was being designed such that a complementary building could be built next door to the east. Sorensen stated that the project team was unable to reach an agreement with a neighboring property owner to include an additional parcel in the development, noting that consolidation would have allowed for a larger project of approximately 46 units with improved efficiency, including increased parking and economies of scale. He explained that the fragmented nature of small parcels within the City Center has made comprehensive development challenging, and that without consolidation, projects may result in fewer units and reduced overall efficiency. Sorensen expressed concern that limiting unit count further could reduce housing availability without providing additional community benefit, particularly in the context of affordable housing objectives.

Sorensen further noted that development agreements are intended to provide flexibility to balance design standards with public benefits, such as affordable housing, and compared the proposal to a market-rate scenario where units might be reduced and reconfigured for higher-value sales. Sorensen also discussed broader planning considerations related to traffic and parking, emphasizing changing housing and transportation preferences among newer residents, including increased reliance on alternative transportation modes such as biking and reduced vehicle ownership. He referenced regional investments in bicycle infrastructure and suggested that evolving urban design approaches support more diverse housing and mobility patterns. Sorensen concluded by stating that the project is aimed primarily at first-time homebuyers with limited budgets and that planning approaches should reflect a variety of household needs and lifestyle choices in the City Center.

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2.2 Discussion and Consideration of Ordinance 26-20, Approving an Amended Development Agreement for Villa Vista Townhomes, a Property Located at or Near 1265 East Villa Vista Avenue

Carlos Estudillo presented a minor amendment to the previously approved development agreement for the property located at 1265 East Villa Vista. He explained that the amendment is administrative in nature and is intended to correct and clarify language within Exhibit C of the agreement regarding the location of live/work units within the approved development. Estudillo noted that the original intent of the project was to locate the live/work units solely within Building 1, which fronts Villa Vista and includes the required minimum 1,500 square feet of commercial space for the zone. However, the recorded development agreement language inadvertently indicated that live/work units would also be required in Building 2, which was not consistent with the applicant's proposal or the intended design.

Estudillo stated that the proposed amendment would revise the development agreement to accurately reflect that the live/work units are to be located only within Building 1, consistent with the approved site plan and Exhibit C of the agreement and would not require such units in Building 2. Estudillo emphasized that no other changes are proposed to the development agreement or project design.

Council Member DeSirant wondered if there was concern with the reduction of commercial. Winder stated that while the city generally prioritizes commercial development for its sales tax benefits, the subject site presents unique development challenges due to its corner configuration. He noted that staff's objective is to assist the applicant in making the project financially feasible, particularly given time considerations associated with the Millcreek Center CRA, where timely project advancement is beneficial to the city. Winder further stated that from an economic development perspective, staff supports the proposal, emphasizing that residential development also contributes to the local economy by bringing additional "rooftops" that generate both in-person and online consumer activity within the City Center.

Council Member DeSirant moved to approve Ordinance 26-20, Approving an Amended Development Agreement for Villa Vista Townhomes, a Property Located at or Near 1265 East Villa Vista Avenue. Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3. Financial Matters

3.1 Public Hearing to Consider a Monetary Contribution of up to $6,500 to the East Mill Creek Lions Club

Rita Lund reported that the Lions Club has organized the Fourth of July parade along Evergreen Avenue for the past 82 years. She noted that the event is well attended and highly valued by the community. Lund stated that the Lions Club is requesting city funding assistance to support the continuation and enhancement of the event, including potential support for activities such as bounce houses or other family-friendly components. She emphasized the importance of preserving the tradition and expressed

support for continued city partnership with the Lions Club in hosting the parade and related community festivities.

Bill Morey provided an overview of planning considerations for the Fourth of July community event, noting his long-standing role in coordinating the games and entertainment portion for approximately 30 years and expressing concern about continuity due to his anticipated absence this year. He explained that efforts are underway to transition responsibilities to other Lions Club members and volunteers, including potential training and engagement of local Scout Troop 5 to help manage activities. Morey described ongoing challenges in securing volunteer entertainment and the potential need to compensate outside providers, which has occasionally required personal funding in the past.

Morey also discussed financial and operational aspects of the event, including the Lions Club breakfast, which serves approximately 1,000 attendees and has recently seen limited revenue due to increased food costs. Morey noted that game booths and bounce houses can serve as revenue-generating elements but require upfront investment, which is constrained by limited resources. He further stated that while the East Mill Creek Community Council has previously provided a bounce house, additional equipment may be needed to better accommodate younger children and improve event flow. Morey concluded by highlighting ongoing efforts to balance costs, volunteer capacity, and programming needs to ensure the continued success and sustainability of the event.

Council Member Uipi thought the requested funding was good for sustainability of the programming after the parade.

Council Member Uipi moved to open the public hearing. Council Member DeSirant seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Mayor Jackson thanked Morey and the Lions Club for their service and the 4th of July event. Council Member Uipi brought up the America 250 anniversary and connecting people. Lund said Aimee McConkie would assist the Lions Club with vendors. Council Member DeSirant asked where in the budget the funding would come from. Dudley said the Communications budget for contributions from the 10-8-2 studies.

Council Member DeSirant moved to close the public hearing. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3.2 Discussion and Consideration of Ordinance 26-16, Approving Monetary Contribution of up to $6,500 to the East Mill Creek Lions Club

Council Member Uipi moved to approve item 3.2, Ordinance 26-16, Approving Monetary Contribution of up to $6,500 to the East Mill Creek Lions Club. Council Member DeSirant seconded. The Recorder called for the vote. Council Member Catten voted yes, Council

Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3.3 Public Hearing to Consider a Monetary Contribution of up to $51,000 to the Millcreek Arts Council

Rita Lund reported that the Millcreek Arts Council submitted a funding request for $63,000, which represents an increase over prior years due to expanded programming, including the incorporation of theater activities under its organizational umbrella. She noted that a recent study identified the Arts Council's work as providing meaningful public benefit, and that remaining funds in the current budget allow for approximately $51,000 to be allocated following other commitments. Lund stated that the Arts Council continues to demonstrate strong performance, with ongoing growth in programming such as the Summer Jam concert series, and that the organization is required to begin making advance payments for upcoming seasonal events despite the timing misalignment between its fiscal schedule and the city's budget cycle. She noted that the Arts Council has been informed that it will not receive the full requested amount but emphasized the importance of continued support to enable event planning and program delivery for the remainder of the fiscal year.

Council Member DeSirant moved to open the public hearing. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

Andrei Tarassov supported the contribution stating that the arts enhance lives.

Council Member Uipi moved to close the public hearing. Council Member Handy seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

3.4 Discussion and Consideration of Ordinance 26-17, Approving a Monetary Contribution of up to $51,000 to the Millcreek Arts Council

Council Member DeSirant moved to approve Ordinance 26-17, Approving a Monetary Contribution of up to $51,000 to the Millcreek Arts Council. Council Member Uipi seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4. Business Matters

4.1 Discussion and Consideration of Resolution 26-09, Adopting the Fourth Amendment to the Millcreek Employee Handbook – Fourth Edition

Lisa Dudley reported that only minor revisions were proposed to the employee handbooks, consistent with updates previously presented to the City Council approximately one month prior. She explained that the changes primarily refine language and clarify existing policies in both the benefited and non-benefited employee handbooks.

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Dudley noted that in the welcome letter, an incomplete phrase previously identified has been removed to improve clarity, with no substantive change to the intended message. In the uniforms section, language was added clarifying that while some departments may reimburse employees for certain work-related clothing and equipment, the city will not reimburse for non-logo apparel such as shirts, sweaters, jackets, or coats without city branding.

Regarding travel policies, Dudley explained that a new provision was added to clarify that when employees choose to fly instead of drive for in-state travel, reimbursement will be based on equivalent driving mileage. She also highlighted more significant updates to the travel-related expenses section, specifying that airfare must be booked using the most economical full-service carrier options consistent with City business needs, including travel during normal work hours when feasible and minimizing connections. Employees are expected to purchase standard economy fares, and any upgrades beyond that level must be personally funded. Additional clarifications state that employees using a city purchasing card (P-card) must book travel through it, while non-P-card holders must coordinate travel arrangements through their department or Human Resources.

Dudley further noted a formatting change and removal of a per diem-related sentence stating that expenses for spouses or non-employee travelers would not be reimbursed unless approved by the City Manager or designee, as this has long been standard City practice. She concluded that corresponding updates were also applied to the non-benefited employee handbook, limited to the welcome letter and uniform policy revisions.

Council Member DeSirant expressed concern for those who are not P-card holders making travel arrangements through their department head or human resources, like the council. Winder said he would be the de facto department head for the council. Mayor Jackson noted the council would need to communicate their wishes for travel to those making the arrangements.

Council Member Handy commented on the proposed employee travel reimbursement policy changes, expressing concern about potential inequities in how the policy may be applied in practice. She noted that while the intent of the policy appears reasonable and consistent with standard practices, the city should be mindful of ensuring that differences in employees' personal financial circumstances do not result in unequal travel experiences or perceived disparities among staff. Council Member Handy emphasized the importance of monitoring the policy's implementation to ensure fairness and consistency, particularly in situations where employees may choose different modes of travel that could affect reimbursement outcomes.

The council discussed reimbursement of uniforms and felt the term "reimburse" should be replaced with "pay" in the following section:

While some departments may reimburse employees for clothing, gear, and equipment to perform their job duties, the City shall not reimburse for shirts, vests, sweaters, jackets, or coats that do not have a City logo on them.

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Council Member DeSirant moved to approve Resolution 26-09, Adopting the Fourth Amendment to the Millcreek Employee Handbook – Fourth Edition, to change the word "reimburse" in the uniform section to "pay for". Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4.2 Discussion and Consideration of Resolution 26-10, Adopting the Third Amendment to the Millcreek Non-Benefited Employee Handbook – First Edition

Council Member DeSirant moved to approve Resolution 26-10, Adopting the Third Amendment to the Millcreek Non-Benefited Employee Handbook – First Edition, with the amendment to replace the word "reimburse" in the uniform section for the words "pay for". Council Member Catten seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4.3 Discussion and Consideration of Ordinance 26-18, Amending Title 13 of the Millcreek Code of Ordinances Prohibiting Motor Vehicles on Trails

John Brems said he worked with Sergeant Allen of Unified Police Department on an ordinance to prohibit e-motorcycles on parks, trails, and sidewalks. These differ from electronic bicycles. The council wondered where e-motorcycles could legally be driven and discussed the nuances between the bike types. The council decided to continue the discussion to ensure clarity and include all necessary amendments.

Council Member Uipi moved to continue the item. Council Member Handy seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

4.4 Discussion and Consideration of Ordinance 26-19, Regulating, Preventing, and Banning the Discharge of Fireworks within Certain Areas of the City

Council Member DeSirant thanked the council for supporting his recommended change to the restrictions map as discussed in the work meeting.

Council Member Uipi moved to approve Ordinance 26-19, Regulating, Preventing, and Banning the Discharge of Fireworks within Certain Areas of the City, as detailed by the attachment [handed out during the meeting]. Council Member DeSirant seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

5. Reports

5.1 Mayor's Report

Mayor Jackson reported on several community and civic engagement activities. She noted that the city recently held its Interfaith Council, which has been restructured under

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a more community-driven model. She explained that the new format is intended to strengthen participation from local faith groups and community members, with monthly meetings planned while the city continues to provide support and facilitation.
Mayor Jackson also reported on participation in the Utah League of Cities and Towns conference and encouraged Councilmembers to share insights and best practices gained from the event to support improved service delivery and operational efficiency within the city. She further highlighted recent community events, including Earth Day activities, noting the successful auction of decorated rain barrels, the continued success of the public art initiative, and positive participation in Dutch King's Day festivities.

In addition, Mayor Jackson noted the unveiling of the Dowdle puzzle artwork and shared that both the original piece and a large-format puzzle display are being considered for permanent placement within the city. She reported strong public interest in the puzzle project, including advance sales and continued demand, including inquiries from out-of-state purchasers, and recognized the success of the initiative as both a community engagement and fundraising effort.

5.2 City Council Member Reports
Council Member Uipi reported on the first event in a new District Four engagement series titled "Close to Home," describing it as a living-room-style community conversation held in the Mount Olympus area. She noted that approximately a dozen residents attended, along with Council Member Handy, and that the gathering allowed neighbors to meet one another and discuss local concerns in an informal setting. Council Member Uipi stated that the format was intended to strengthen community connection and familiarity among residents. She indicated that the next session is being scheduled for either May 9, May 18, or May 19 at the Millcreek Community Center.

Council Member Uipi also briefly referenced participation in the Dowdle puzzle community activity, noting it as a positive and engaging experience. Additionally, she reported on her role with the Central Wasatch Commission, stating that she serves on both the funding and Special Projects Committees, where applications for limited project funding were recently reviewed. She noted that funding recommendations will be considered for final approval at the Commission's June meeting.

Council Member Handy reported on the Wasatch Front Waste and Recycling District board retreat, noting that the district is evaluating operational changes aimed at improving efficiency and better meeting resident needs. She stated that the district is considering modifications to the scrap program and expanded public drop-off options, along with a potential shift toward a scheduled curbside bulk waste collection model occurring approximately twice per year. Council Member Handy noted that while the proposal has received generally positive feedback, there are anticipated implementation considerations, including enforcement issues related to improper disposal of non-accepted items such as mattresses, paint, and appliances, as well as coordination with local code enforcement. Council Member Handy further reported that additional topics discussed included stormwater-related coordination and the need to ensure alignment with city departments as the program is developed. Council Member Handy encouraged continued interdepartmental communication with code enforcement and public works

staff to evaluate potential impacts and provide feedback as the district refines the program, noting that updates and discussion will continue on a monthly basis.

Council Member DeSirant noted attending the Utah Renewable Communities Program Design Committee meeting and personally renting space at City Hall for the Young Democrats of Utah organization that he is part of.

Council Member Catten noted she attended ULCT Conference and that the city should start talking about the 2034 Olympics. The Golden Spoke Ride is on May 16.

5.3 Treasurer's Report
Council Member Catten reported as of April 27, 2026, the operating account balance was $4,219,661 and the PTIF account balance was $43,422,306, for a total pooled cash balance of $47,641,966. She noted that revenue collections reflect normal timing lags between tax collection and distribution to the city.

Council Member Catten reported that year-to-date revenues included $11,680,806 in property tax collections (approximately 98% of budget), $10,335,877 in general sales tax revenue (approximately 67% of budget), and $926,130 in building permit revenue (approximately 92% of budget), for total general fund revenues of $33,562,123. She stated there were no revenue anomalies identified. She further reported March disbursements, including 196 checks totaling $3,905,347, 12 EFT payments totaling $256,897, and two payroll direct deposits totaling $376,821, for total disbursements of $4,539,065, with no irregularities noted.

5.4 Staff Reports
There were none.

5.5 Unified Police Department Report
Chief Petty-Brown provided an update on enforcement and departmental activity, noting that issues involving e-bikes and electric motorcycles are a statewide concern and not unique to Millcreek. She reported coordination with Utah Highway Safety and other law enforcement agencies in preparation for new legislation taking effect May 6, with an emphasis on education and enforcement moving forward. She stated that officers continue to receive frequent calls related to these devices in parks, trails, and residential areas, and noted that some incidents involve juveniles fleeing from law enforcement, raising safety concerns. She also referenced ongoing injuries associated with similar incidents in other jurisdictions.

Chief Petty-Brown highlighted departmental recognition at a recent awards ceremony held at the Murray Armory, noting multiple Millcreek personnel and units were recognized, including Officer Anthony Crawford, Detective Grant Martinez, and members of the DUI and specialized units, as well as recipients of Chief's and Meritorious Service Awards. She reported strong staffing levels with only two encumbered positions remaining, describing current staffing as the strongest in recent years. She provided March 2026 service statistics, noting stable response times of approximately six minutes for Priority 2 calls and 13 minutes for Priority 3 calls. The department responded to 2,544 calls for service, generated 856 case reports, and handled

38 transient-related calls and 51 mental health-related calls. Additional enforcement activity included approximately 300 citations, five DUI arrests, 51 field interview reports, and 25 hit-and-run investigations.

Chief Petty-Brown also reported continued success of the department's use of updated ordinances, positive participation in community engagement events such as Reading Across America and the Doxie Derby, and ongoing training for two new motorcycle officers in a two-week motor school program. She further highlighted significant narcotics enforcement activity led by Detective Grant Martinez and the DUI unit, including multiple arrests, search warrants, and seizures of approximately 30 pounds of methamphetamine, 19 pounds of fentanyl powder, 5,000 fentanyl pills, and 2.5 pounds of heroin, originating from an initial traffic stop in Millcreek. She noted that investigative cases continue to reflect strong clearance and referral rates for prosecution.

6. Consent Agenda

6.1 Approval of April 13, 2026 Regular Meeting Minutes

Council Member Uipi moved to approve the minutes. Council Member DeSirant seconded. The Recorder called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

7. New Items for Subsequent Consideration

There was none.

8. Calendar of Upcoming Meetings

- City Council Mtg., 5/11/26, 7:00 p.m.
- Historic Preservation Commission Mtg., 5/14/26, 6:00 p.m.
- Planning Commission Mtg., 5/20/26, 5:00 p.m.
- City Council Mtg. 5/26/26 7:00 p.m. TUESDAY

ADJOURNED: Council Member DeSirant moved to adjourn the meeting at 9:40 p.m. Council Member Uipi seconded. Mayor Jackson called for the vote. Council Member Catten voted yes, Council Member DeSirant voted yes, Council Member Handy voted yes, Council Member Uipi voted yes, and Mayor Jackson voted yes. The motion passed unanimously.

APPROVED: _____ **Date**
Cheri Jackson, Mayor

_____
Attest: Elyse Sullivan, City Recorder

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