



EMIGRATION CANYON

Planning and Development Services

860 Levoy Drive, Suite 300 • Taylorsville, UT 84123

Phone: (385) 910-5600

Emigration Canyon Planning Commission

Public Meeting Agenda

****AMENDED****

Thursday, August 13, 2026, 8:30 A.M.

Location:

Microsoft Teams

https://teams.microsoft.com/join/19%3ameeting_ZjZiMmYwZWUtODYzNy00MzViLWJkMjAtNWVlZjZiNjNhY2Q2%40thread.v2/0?context=%7b%22Tid%22%3a%22fac3e0b8-c4a6-4120-b366-ee6cb2fb76a8%22%2c%22Oid%22%3a%22f8a001a5-21cc-482a-9f5a-682bacd87641%22%7d

Meeting ID: 227 188 171 077 8

Passcode: 8yd9xN9C

Dial in by phone

[+1 213-357-4434](tel:+12133574434), [181369850](tel:+181369850) United States, Los Angeles

[Find a local number](#)

Phone conference ID: 181 369 850#

Anchor Location: Emigration Canyon Fire Station 5025 Emigration Canyon Road

*UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-391-8268.
TTY USERS SHOULD CALL 711.*

The Planning Commission Public Meeting is a public forum where, depending on the agenda item, the Planning Commission may receive comment and recommendations from applicants, the public, applicable agencies and MSD staff regarding land use applications and other items on the Commission's agenda. In addition, it is where the Planning Commission takes action on these items, which may include: approval, approval with conditions, denial, continuance, or recommendation to other bodies as applicable.

PUBLIC HEARING(S)

OAM2026-001673 - Conservation Development Agreement proposed by Applicant, Ryan Leick. The Conservation Development Agreement shall govern the use of approximately 40 acres of property located at 1475 N Pinecrest Canyon Road in Emigration Canyon. The proposed use is forest conservation and management, including fire mitigation and natural resource renewal strategies. The Conservation Development Agreement is applicable only to the 40 acres privately owned by Ryan Leick. **Presenter:** Claire Gillmor, Land Use Attorney

BUSINESS MEETING

- 1) Approval of July 9, 2026, Planning Commission Meeting Minutes. (Motion/Voting)
- 2) **Discussion only** - Introduction and welcome for new Planning Commissioners.
- 3) Other Business Items as needed.
- 4) **CLOSED SESSIONS IF NEEDED AS ALLOWED PURSUANT TO UTAH CODE §52-4-205**
 - A. Discussion of the character, professional competence or physical or mental health of an individual.
 - B. Strategy sessions to discuss pending or reasonably imminent litigation.
 - C. Strategy sessions to discuss the purchase, exchange, or lease of real property.
 - D. Discussion regarding deployment of security personnel, devices, or systems; and
 - E. Other lawful purposes as listed in Utah Code §52-4-205

Next meeting date: September 10, 2026

ADJOURN

Rules of Conduct for Planning Commission Meetings

PROCEDURE FOR PUBLIC COMMENT

1. Any person or entity may appear in person or be represented by an authorized agent at any meeting of the Commission.
2. Unless altered by the Chair, the order of the procedure on an application shall be:
 - a. The supporting agency staff will introduce the application, including staff's recommendations and a summary of pertinent written comments and reports concerning the application.
 - b. The applicant will be . up to 15 minutes to make their presentation.
 - c. The Community Council representative can present their comments as applicable.
 - d. Where applicable, persons in favor of, or not opposed to, the application will be invited to speak.
 - e. Where applicable, persons opposing the application, in whole or in part will be invited to speak.
 - f. Where applicable, the applicant will be allowed 5 minutes to provide concluding statements.
 - g. Surrebuttals may be allowed at the discretion of the Chair.

CONDUCT FOR APPLICANTS AND THE PUBLIC

1. Speakers will be called to the podium by the Chair.
2. Each speaker, before talking, shall give his or her name and address.
3. All comments should be directed to the Commissioners, not to the staff or to members of the audience.
4. For items where there are several people wishing to speak, the Chair may impose a time limit, usually 3 minutes per person, or 5 minutes for a group spokesperson. If a time limit is imposed on any member or spokesperson of the public, then the same time limit is imposed on other members or spokespersons of the public, respectively.
5. Unless otherwise allowed by the Chair, no questions shall be asked by the speaker or Commission Members.
6. Only one speaker is permitted before the Commission at a time.
7. The discussion must be confined to essential points stated in the application bearing on the desirability or undesirability of the application.
8. The Chair may cease any presentation or information that has already been presented and acknowledge that it has been noted in the public record.
9. No personal attacks shall be indulged in by either side, and such action shall be sufficient cause for stopping the speaker from proceeding.
10. No applause or public outbursts shall be permitted.
11. The Chair or supporting agency staff may request police support to remove offending individuals who refuse to abide by these rules.
12. After the public comment portion of a meeting or hearing has concluded, the discussion will be limited to the Planning Commission and Staff.



CONSERVATION AGREEMENT

Meeting Body: Planning Commission

Meeting Date: August 13, 2026

File Number & Project Type:

OAM2026-001673 Conservation Development Agreement

Staff: Claire Gillmor, Land Use Attorney

Key Findings:

- Conservation practices for 40 acres of forested land includes natural and effective fire mitigation measures.

Staff Recommendation:

Recommendation of approval to the Council

Agreement Exhibits:

- A. Forestry Plan
- B. Concept Plan
- C. Technical Manual for Silviculture Management
- D. Form of Affidavit

CONSERVATION PROJECT DESCRIPTION

The Applicant, Ryan Leick, purchased a 40-acre parcel of land located at 1475 N Pinecrest Canyon Road in Emigration Canyon (the "Property") for the development of forestry, water, and soil conservation. The Property is zoned FR-20 and subject to FCOZ and the Water Source Protection Zone. Applicant and the Utah Division of Forestry, Fire, and State Lands' ("DFFSL") prepared the Freeze Creek Property Natural Resource Assessment and Forest Activity Plan ("Forest Activity Plan") for the Property. The Forest Activity Plan establishes a ten (10) year management practices plan for forest stewardship and conservation, consistent with the Utah Forest Action Plan 2020, the United States Department of Agriculture ("USDA"), the Natural Resources Conservation Service ("NRCS") Conservation Stewardship Program, and Environmental Quality Incentive Program grants for the Property. The Forest Activity Plan includes, but is not limited to, practices for erosion control and soil stabilization, silviculture management, riparian buffers, and natural resource renewal. Applicant proposes to implement the conservation and management practices on the Property as the Property's "use" pursuant to the Forest Activity Plan. In addition, Applicant proposes non-habitable structures to be used in connection with the logistics of implementing the Forest Activity Plan, bee keeping, and the cultivation and harvest of renewable natural resources. The non-habitable structures as proposed would be classified as "agricultural" for the purposes of building permit requirements under Utah State Code and accordingly, exempt from building permit requirements. Notwithstanding, Applicant volunteered to comply with certain WUI requirements as well as institute other fire mitigation measures beyond the requirements of Title 19 of the Emigration Canyon Code.

Applicant requests a Conservation Development Agreement due to the absence of motor vehicle access to the Property. He is currently in an active dispute with adjoining property owners regarding the nature, extent, and validity of his access rights.

PUBLIC INPUT

Any comments that are received will be forwarded to the Planning Commission for review at the public hearing on August 13, 2026.

ANALYSIS AND RECOMMENDATION

Analysis of Agreement:

Conservation Development Agreement and Review Generally:

The Conservation Development Agreement is a type of development agreement authorized under Utah Code Ann. § 10-20-508 as well as recently approved in Ordinance 2026-O-07 by the Emigration Canyon City Council at the July 21, 2026, meeting. A Development Agreement is appropriate when the municipality determines it necessary or appropriate to accomplish the purpose of balancing land use regulations with a landowner's private property interests and associated statutory and constitutional protections. Development Agreements allow a use of land that applicable land use regulations governing the area subject to the Development Agreement would otherwise prohibit, provided that the City Council approves the Development Agreement in accordance with the same procedures for enacting a land use regulation under Utah Code Ann. §10-20-502, including a review and recommendation from the Planning Commission and a public hearing.

The Conservation Development Agreement sets forth the substantive material terms proposed by Developer in consultation with the City for the land use regulation of the Property. PLEASE NOTE where the Agreement indicates in red “**VERIFICATION PENDING**” at the end of a Section, the provisions of that Section are subject to one or more of the following: a) Review and approval by legal counsel; b) additional detail may be necessary or terms removed for clarification, consistency, or compliance; or c) the language may be rephrased and/or moved to another Section of the Agreement. In addition, all Sections of the Agreement are subject to modification by the City Council. Accordingly, for the purposes of review by the Planning Commission, the substantive land use terms and conditions under Sections 4 and 5 should be considered in substantially the form attached for the purposes those Sections are intended to serve and not for the purposes of the final, executable version of the Agreement.

Agreement Provisions.

The Conservation Development Agreement addresses **land use approvals only** and shall not be applied or interpreted as approval for any other requirement by an outside agency. Applicant shall be required to obtain all applicable approvals for activities under the Agreement from Unified Fire Authority, the Salt Lake County Health Department, Utah Division of Water Rights, Army Corps of Engineers, and Emigration Improvement District, as necessary, prior to conducting the activities on the Property.

The Property is currently not accessible by motor vehicle, which prevents vehicular emergency responders such as police and fire from serving the Property. Applicant does not reside on the Property and is not proposing a habitable dwelling on the Property. Therefore, the Applicant’s proposed uses for the Property do not impact the Property with the same intensity as a residential use and as result, does not require the same level of service from emergency responders that full-time residential uses demand. The provisions of the Agreement attempt to balance the impact of the proposed uses with the restricted access for emergency responders. Key criteria in the Agreement proposed to strike that balance include:

- Applicant’s waiver of vested rights for mining, logging, retail, and multi-family uses, all of which would otherwise be permitted in the FR-20 zone.
- Fire mitigation measures for structures that include WUI requirements, defensible space, water storage and associated apparatus, silviculture management, storage, and security requirements.

The Applicant's proposed Concept Plan includes structures, bridges, trails, a deck, parking, and a road to access the interior of the Property only. The Agreement limits or otherwise imposes restrictions on Applicant's grading, biochar, and solar array activities as well as requires Applicant to locate bee keeping structures at least 100' from all property lines.

Staff shall present the Concept Plan, Section 4, and Section 5 with a detailed presentation at the public hearing.

Recommendation:

Staff recommends that the Planning Commission forward a recommendation for approval of the Conservation Development Agreement to the City Council.

PLANNING COMMISSION OPTIONS:

As the recommending body to the Council, the Planning Commission has the following options:

1. **Approval:** The Planning Commission recommends approval of the Conservation Development Agreement in substantially the form presented.
2. **Approval with changes:** The Planning Commission recommends approval of the Conservation Development Agreement with the following changes:
 - a. ...
3. **Denial:** The Planning Commission does not recommend approval of the Conservation Development Agreement in substantially the form presented.

****DRAFT****

WHEN RECORDED RETURN TO:

[NAME]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

**CONSERVATION DEVELOPMENT AGREEMENT
FOR
FREEZE CREEK FOREST**

THIS CONSERVATION DEVELOPMENT AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 2026 (**“Effective Date”**) by Ryan Leick (**“Property Owner”**), and Emigration Canyon (**“City”**). City and Property Owner are the **“Parties”** to this Agreement, and individually each is a **“Party”** hereto.

RECITALS

A. Property Owner owns a 40-acre parcel located at 1475 N Pinecrest Canyon Road in Emigration Canyon, legally described as the SE ¼ of the SE ¼ of Section 20, T 1N R 2E SLBM (**“Property”**), and known by Tax ID number 10-20-400-002.

B. The Property is zoned FR-20 and subject to the City’s Foothills and Canyon Overlay Zone (**“FCOZ”**) and Water Source Protection Zone (**“WSPZ”**). The Property currently does not have motor vehicle access and must be accessed on an unimproved trail. The Property consists primarily of forest, riparian areas, and natural vegetation. Without appropriate management, the conditions on the Property increase fire risks to City and surrounding properties.

C. In 2023, the Utah Division of Forestry, Fire, and State Lands’ (**“DFFSL”**) prepared the Freeze Creek Property Natural Resource Assessment and Forest Activity Plan (**“Forest Activity Plan”**) for the Property attached hereto as **Exhibit A**. The Forest Activity Plan establishes a ten (10) year management practices plan for forest stewardship and conservation, consistent with the Utah Forest Action Plan 2020, the United States Department of Agriculture (**“USDA”**), the Natural Resources Conservation Service (**“NRCS”**) Conservation Stewardship Program and Environmental Quality Incentive Program grants for the Property.

D. In addition to the Forest Activity Plan, Property Owner desires bee keeping, certain non-habitable structures, private roads, bridges, a solar array, observation deck, greenhouse, biochar and silviculture management (collectively, the **“Accessory Conservation Activities”**) on the Property as generally depicted on the preliminary concept plan (**“Concept**

Plan”) attached hereto as **Exhibit B**. The Forest Activity Plan and Accessory Conservation Activities shall together be referred to herein as the “**Project**.”

E The City recognizes the value of Property Owner’s natural resource conservation and fire mitigation efforts on the Property, supports the Forest Activity Plan, and is willing to allow the Accessory Conservation Activities in accordance with the terms and conditions of this Agreement.

F. Property Owner recognizes the need for motor vehicle access to the Property for emergency services, specifically fire protection, based on certain types of activity on the Property, and is willing to comply with the terms and conditions set forth in this Agreement to balance concerns related to public health, safety, and welfare on the Property and surrounding properties, until motor vehicle access is established with the need to perform fire mitigation and the desire to engage in other conservation practices on the Property.

G. Property Owner and the City desire to enter into an agreement that reflects their aligned values promoting conservation, fire mitigation and responsible management of the Property.

H. The Parties desire that this Agreement be adopted and effective as a “development agreement” within the meaning, and subject to the provisions, of UTAH CODE § 10-20-508 and consent to all the terms of this Agreement as valid conditions for the Accessory Conservation Activities.

I. Pursuant to UTAH CODE § 10-20-101 et. seq., this Agreement is entered into by the City in its capacity as the land use authority and applies to the City’s land use regulations only. This Agreement shall not be construed as an approval by any other governmental entity with jurisdiction over the Property or the Project.

NOW, THEREFORE, in consideration of the foregoing recitals and exhibits (which are incorporated into this Agreement) and the covenants hereafter set forth in this Agreement, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Interpretation. Whenever in this Agreement:

1.1. the consent or approval of any person is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed, unless expressly provided to the contrary;

1.2. there is a reference to “days,” such reference shall be deemed to be to “calendar days” unless the phrase “business days” is expressly stated;

1.3. the date on which any payment or performance is due under this Agreement is not a business day, such payment or performance shall be due on the immediately following business day; and

1.4. there appears a reference to a consent, approval, description, designation, estimate, notice, request, demand, response, statement, warning, correspondence, Agreement, schedule or other communication, such reference shall be deemed to require the same to be in writing, unless otherwise expressly stated.

2. Zoning & Vesting.

2.1. Following adoption of this Agreement and subject to the terms herein, the Property will vest with the rights to the uses, density and configuration according to the provisions of the FR-20 Zone, FCOZ, and WSPZ, in place as of the Effective Date until Termination as set forth in Section 7. Notwithstanding the foregoing, Property Owner agrees to waive certain vested rights in the FR-20 zone, and agrees that the following uses shall be prohibited on the Property for the Term of this Agreement:

- 2.1.1 Commercial logging or lumber processing;
- 2.1.2 Mineral extraction and processing;
- 2.1.3 The keeping or raising of domestic animals or fowl, except household pets and Family Food Production.
- 2.1.4 Retail facilities open to the general public;
- 2.1.5 Multi-family or dwelling group uses;
- 2.1.6 Ski resorts; and
- 2.1.7 Underground record storage vaults.

2.2. The Parties intend that the rights granted to the Property Owner and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights and pursuant to UTAH CODE § 10-20-902. To the extent this Agreement conflicts with City ordinances, the terms of this Agreement shall control, these terms having received legislative approval by City. Nothing in this Agreement shall be interpreted to deprive City of its legislative authority nor interfere with the City’s police power.

2.3. In accordance with Utah vesting laws, laws and ordinances adopted by City after the Effective Date (“**City’s Future Laws**”) shall not apply to the Project, except as follows:

2.3.1. City's Future Laws that Property Owner agrees in writing apply to the Project;

2.3.2. City's Future Laws that are both generally applicable to all properties in the City's jurisdiction and are required in order to comply with state and federal laws and regulations affecting the Project;

2.3.3. City's development standards, engineering requirements, approval, and supplemental specifications applicable to public works, 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, AASHTO 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 otherwise required to meet legitimate concerns related to public health, safety or welfare;

2.3.4. Lawful taxes, or modifications thereto, provided that nothing in this Agreement shall be construed as waiving or limiting in any way the Property Owner's right to challenge taxes imposed by City, which right to challenge is hereby reserved;

2.3.5. Changes to the amounts of utility rates, service fees or charges, or fees for the processing of Development Applications that are generally applicable to all development within City's jurisdiction and that are adopted pursuant to state and local law.

2.3.6. Changes authorized under UTAH CODE § 10-20-902, or its successor statute.

3. Term. This Agreement begins on the Effective Date and shall run with the land until terminated in accordance with Section 7 of this Agreement.

4. General Project Regulations and Standards. The Property Owner shall construct the Project in accordance with the Forest Activity Plan and Concept Plan and in compliance with the following regulations and standards:

4.1 Property Owner shall obtain and maintain any and all approvals, permits, licenses, or certificates required from all governmental authorities with jurisdiction over the Property or

the Project, including, but not limited to: Unified Fire Authority, the Salt Lake County Health Department, Utah Division of Water Rights, Army Corps of Engineers, and Emigration Improvement District. The failure to obtain and maintain any required approvals, permits, licenses, or certificates from any governmental authority with jurisdiction over the Property or the Project shall be considered a material breach of this Agreement.

4.2 The Project shall comply with all applicable Wildland Urban Interface (“WUI”) requirements as adopted by the City in ECC Section 9.90.025 and as determined by Unified Fire Authority. The Property Owner shall be solely responsible for obtaining all approvals, permits, determinations, and authorizations required by UFA. ****VERIFICATION PENDING****

4.3 Property Owner shall not store flammable or combustible substances, materials, or aerosols on the Property in permanent bulk fuel storage tanks. Property Owner shall store any such materials in portable containers intended for such use in a manner that minimizes fire and environmental risk, including the use of secondary containment where appropriate, and keep fire extinguishers in readily accessible locations near any activity with the potential to produce an open flame or spark. Open flames, burning activities, hazardous or flammable materials storage, and ignition sources shall be managed in accordance with the International Fire Code, Emigration City Code, and the requirements and required approvals of Unified Fire Authority. Property Owner shall install two (2) water storage tanks with a capacity of 275 gallons, equipped to employ fire suppression measures for use during any permitted burns. ****VERIFICATION PENDING****

4.4 Property Owner shall comply with all best management practices established in cooperation with the Emigration Improvement District protecting water sources for the Project.

4.5 There shall be no driveways, structures, or other water or sewer infrastructure constructed on slopes greater than thirty percent (30%) or within thirty (30) feet of any stream corridor, except for improvements depicted on the Concept Plan.

4.6 Property Owner shall limit grading, as defined by ECC Section 19.72.200, to those activities necessary for implementation of the Concept Plan or for soil and water erosion mitigation. Property Owner shall restore affected areas with vegetation consistent with forest stewardship and conservation principles.

4.7 The Project structures shall be limited to the structures set forth in the Concept Plan. Each Project structure shall not exceed the length, width, or height limitations set forth in the Concept Plan by more than 5 percent. Project structures exceeding 600 square feet shall be constructed to WUI Class 1 Ignition-Resistant Construction materials, or be served by a

conforming water supply, and shall maintain a minimum thirty (30) foot defensible space, in accordance with WUI requirements. ****VERIFICATION PENDING****

4.8 Project structures shall be used for Accessory Conservation Activities as set forth in the Forest Activity Plan, fire mitigation, or other activities customarily incidental to land in agricultural use, as defined in Utah Code § 59-2-502, including the cultivation, harvesting, processing, storage, distribution, and sale of crops and value-added products in compliance with applicable federal and state laws and permits. Project structures shall not be used for human habitation, Animal Enterprises as defined in Utah Code § 11-46a-101, or on-site retail sales of goods on the Property. Nothing in this Agreement shall prohibit online or off-site sales of products produced or processed on the Property. Long-term storage of products shall be located within structures. Temporary outside storage of products shall be permitted, but in no event for more than 30 days.

4.9 During times when the Property is vacant, the Project structures and equipment shall be appropriately locked and materials adequately secured so they are not susceptible to unauthorized access or use, or by wind or inclement weather. Waste and refuse shall be either stored in enclosed containers or indoors, removed from the Property, or otherwise managed to avoid creating a public safety hazard. Lights, equipment, and appliances not reasonably necessary for security, monitoring, maintenance, or operation of improvements shall be disconnected from power. Nothing in this Section shall prohibit the operation of security systems, monitoring equipment, weather stations, irrigation systems, solar equipment, communications equipment, or other systems reasonably necessary to support the Project on the Property.

5. Specific Project Regulations and Standards. Subject to the regulations and standards set forth in Section 4, Property Owner shall comply with the additional specific Project requirements as follows:

5.1 Bee Keeping. All hives and bee keeping structures shall be setback at least one hundred (100) feet from Property lines, except as otherwise depicted on the Concept Plan. Harvested honey shall not be sold on the Property. Property Owner shall comply with Utah Code Ann. § 4-11-116 and all other governing rules and regulations as well as applicable industry best management practices.

5.2 Silviculture Management and Fire Mitigation. Silviculture management shall be limited to the collection and processing of standing dead, diseased, or overstocked trees in accordance with the Forest Activity Plan and the Utah Forest Water Quality Guidelines described in Utah Code § 65A-8a-105 and as set forth in the Technical Manual attached to this Agreement as **Exhibit C**. Processed lumber may not be harvested for commercial purposes. The Property

Owner shall also actively engage in fire mitigation activities and projects, including thinning vegetation, creation of defensible spaces, and reduction of natural combustibles throughout the Property in addition to complying with WUI requirements. Property Owner shall, at least annually, provide the City with documentation of the fire mitigation activities and projects completed during the prior year. ****VERIFICATION PENDING****

5.3 Solar Array. The solar array and batteries shall be positioned with at least thirty (30) feet of defensible space. The solar array, together with any associated buildings, structures, or electrical systems, shall obtain all solar and electrical permits, building permits, and other permits as required by applicable law. The City's building official may approve reasonable alternative methods of inspection or verification when on-site inspection are unnecessary or impractical. Any solar battery storage system shall be installed, stored, and maintained in an appropriate fire-resistant enclosure in accordance with applicable National Fire Protection Association standards and manufacturer requirements. Battery system components shall be certified by Underwriters Laboratories or an equivalent nationally recognized testing laboratory.

5.4 Biochar. The Biochar kiln shall be a temporary facility assembled only on days of operation and limited in size to 3 cubic yards of production per 5 hours. Biochar operations shall be allowed three (3) days per year during the winter months for a 5 hour period after November 1st and prior to May 1st, but only on days when there is at least four (4) inches of snowpack on the ground of the Property and wind conditions are less five (5) miles per hour. Biochar operations must be conducted with at least a 100- foot flammable free perimeter, an in-ground fire break around the perimeter, and be supervised at all times during operation including during the cool-down period until the Biochar's temperature is no longer high enough to generate heat. A functional water hose and fire extinguishers capable of dousing fire outside the Biochar kiln shall be readily accessible during Biochar operations. Property Owner shall obtain all applicable permits and approvals from UFA and DFFSL shall be on site for Biochar operations. ****VERIFICATION PENDING****

5.5 Helicopter Access. Property Owner shall limit access to the Property by helicopter to once per quarter between the hours of 9:00 am to 6:00 pm. ****VERIFICATION PENDING****

5.6 Camping and Overnight Stays. Property Owner shall not camp or stay overnight, or permit camping or overnight stays, on the Property unless an approved sanitation plan or system from the applicable governing authorities, if required by the same. ****VERIFICATION PENDING****

6. Default.

6.1. If Property Owner or City fails to perform their respective obligations hereunder or to comply with the terms hereof, the Party believing that a Default has occurred shall provide Notice to the other Party.

6.2. The Notice of Default shall:

6.2.1. Specify the claimed event of Default;

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

6.2.3. Identify why the Default is claimed to be material;

6.2.4. Propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

6.3. If the Parties are not able to resolve the Default, then the Parties have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance. In addition, the Property Owner agrees that the City may enforce this Agreement pursuant to the provisions of Utah Code Ann. § 10-20-1001 and that for the purposes of the enforcement of the Property Owner's obligations under this Agreement, or the violation thereof, Utah Code Ann. § 10-20-1001 shall apply. Prior to initiating any legal action arising out of or relating to this Agreement, including pursuant to Utah Code Ann. § 10-20-1001, the Parties shall first meet and confer in good faith to attempt to resolve the Default. If the Default is not resolved within thirty (30) days after written notice of Default, either Party may request non-binding mediation before a mutually acceptable mediator. The Parties shall share the costs of mediation equally. Nothing in this Section shall prevent either Party from seeking temporary injunctive relief, emergency relief, or other remedies necessary to preserve rights or prevent irreparable harm pending resolution of the dispute. ****VERIFICATION PENDING****

6.4. The Party prevailing in any action arising from an uncured default shall be awarded its reasonable legal expenses, including its reasonable attorneys' fees.

6.5. The Party allegedly in Default shall be afforded the right to attend a public meeting before the City's Council and address the City's Council regarding the claimed Default.

6.6. If any Default cannot be reasonably cured within sixty (60) days, then such cure period may be extended at the discretion of the Party asserting Default so long as the defaulting Party is pursuing a cure with reasonable diligence.

6.7. A default of any obligations assumed by an assignee shall not be deemed a default of Property Owner.

6.8. All notices required or permitted under this Agreement shall, in addition to any other means of transmission, be given in writing either by certified mail to the following addresses:

To Property Owner:

Ryan Leick
9716 S Sitzmark Drive
Sandy, UT 84092

With a copy to:

Dentons Durham Jones Pinegar c/o Brent N. Bateman
1557 Innovation Way, Ste 400
Lehi, UT 84043

To City:

Emigration Canyon c/o Diana Baun
5025 Emigration Canyon Road
Emigration Canyon, UT 84108

With a copy to:

Smith Hartvigsen c/o Claire Gillmor
257 East 200 South, Ste 500
Salt Lake City, Utah 84111

7. Termination and Modification.

7.1 This Agreement shall terminate upon the earlier of (i) the date Property Owner elects to terminate this Agreement by written notice to the City or (ii) after a period of ten (10) years from the Effective Date if the Project has not been substantially implemented or has been otherwise abandoned by Property Owner.

7.2. Upon termination of this Agreement, the Property shall be subject to the zoning regulations then in effect, except that any vested rights arising from uses lawfully established and existing, and structures or improvements lawfully constructed, pursuant to this Agreement as of the effective date of termination shall survive. No vested rights shall survive with respect to any use not then in existence or any structure or improvement not then constructed. Surviving vested rights shall include the continued use, operation, maintenance, repair, replacement, and

reconstruction of such uses, structures, and improvements as permitted by applicable law, and termination shall not require their removal. If surviving vested rights include structures or uses pursuant to Sections 4.7, 5.2, 5.3, and 5.4, then so too shall the fire mitigation obligations contained in the foregoing Sections survive. Any vested right preserved under this Section shall expire if the associated use is discontinued or abandoned, or the associated structure or improvement remains abandoned, for a continuous period of five (5) years. ****VERIFICATION PENDING****

7.3. The Concept Plan shall constitute the governing development plan for the Property. The Property Owner may request modifications to the Project configuration or layout depicted in the Concept Plan to address site-specific constraints, engineering considerations, regulatory requirements, or implementation of the Project. Modifications that remain consistent with the Project, the purposes of this Agreement, and the vested rights granted herein, and that do not materially alter the nature, scope, intensity, or impacts of the Project ("Minor Changes"), may be approved administratively by the City's Planning Director or designee in accordance with the City's applicable administrative review procedures then in effect. Minor Changes specifically include the increase or decrease in the size of structures by 5% or less, a change in the location of structures by 30' or less, and the addition of Accessory Conservation Activities that do not involve new structures. Approved Minor Changes shall not constitute an amendment to this Agreement and shall be deemed incorporated into the Concept Plan. Modifications that materially alter the Project or the vested rights established by this Agreement, including the addition of principal uses, structures, or improvements, not authorized by this Agreement, material increases in the Project's overall intensity or impacts, or material modifications to the limitations or obligations established by this Agreement ("Major Changes"), may be approved only by the City through a written amendment to this Agreement approved in the same manner as this Agreement. Upon approval, such amendment shall be deemed incorporated into this Agreement and the Concept Plan. ****VERIFICATION PENDING****

8. Assignability.

8.1. This Agreement may not be assigned by Property Owner without the express, written consent of the City, which shall not be unreasonably delayed or withheld.

9. Reserved.

10. Inspection and Reporting.

10.1 The City shall have the right to inspect the Property, including with the use of a drone or similar device, after delivering notice to the Property Owner at least seven (7) days prior to inspection. The Property Owner shall accompany City representatives during the

inspection and cooperate fully with reasonable requests by the City to verify compliance with this Agreement. Upon the City's request, but no more than twice annually, the Property Owner shall deliver time-stamped or dated pictures or videos of the Project and the Property along with a signed affidavit, in substantially the form attached hereto as **Exhibit D**, that the Project and the Property are in compliance with this Agreement. The foregoing limitation shall not apply to active permits, including but limited to electrical and building permits. The Property Owner shall provide images, videos, or declarations from licensed professionals regarding compliance with applicable building or electrical codes at the City's request.

11. General Provisions.

11.1. Both Parties recognize the advantageous nature of this Agreement which provides for the accrual of benefits and protection of interests to both Parties. Each Party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement shall be construed for or against any Party based on which Party drafted any particular portion of this Agreement. The Parties represent and agree that they each had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such agreement is to be construed against its drafter shall not apply to this Agreement.

11.2. The City will issue land use permits only for those uses determined to be within the general land use types allowed in the zone, as modified by this Agreement, and more specifically on more detailed development plans for the Project or phase thereof submitted to and approved by the City.

11.3. The recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits to this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

11.4. The captions used in this Agreement are for convenience only and are not intended to be substantive provisions or evidence of intent.

11.5. This Agreement may be amended only in writing signed by the Parties hereto.

11.6. The City is a governmental entity subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. ("Act"). Except as expressly and unequivocally waived by the Act, nothing in this Agreement shall be construed as a waiver, limitation, or relinquishment of any rights, defenses, immunities, or limitations of liability available to the City under the Act or other applicable law.

11.7. In the event that legal action is required in order to enforce the terms of this Agreement, the prevailing Party shall be entitled to receive from the defaulting Party any costs and attorneys' fees incurred in enforcing this Agreement.

11.8. This Agreement constitutes the entire agreement between the Parties. No changes or modifications may be made in this Agreement except in writing signed by both Parties.

11.9. The requirements, obligations and conditions contained within this Agreement shall be binding upon Property Owner, its successors and assigns, and if different than Property Owner, the legal title holders and any ground lessors. All rights granted hereunder to Property Owner shall inure to the benefit of the Property Owner's successors and assigns, and if different than Property Owner, the legal title holder and any ground lessors.

11.10. This Agreement does not create a joint venture relationship, partnership or agency relationship, or fiduciary relationship between the City and Property Owner. Except as specifically set forth herein, the Parties do not intend this Agreement to create any third-party beneficiary rights.

11.11. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, will continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.12. The Property Owner covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder the Property Owner's performance of services under this Agreement. The Property Owner further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee or agent without the express written consent of the Mayor. The Property Owner agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the City in the performance of this Agreement. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Property Owner warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

11.13. The singular will include the plural; the masculine gender will include the feminine; “will” and “shall” are mandatory; “may” is permissive.

11.14. This Agreement shall be recorded against the Property senior to any respective covenants and any debt security instruments encumbering the Property.

11.15. This Agreement is entered into in Salt Lake County in the State of Utah and shall be construed under the laws of the State of Utah, irrespective of Utah’s choice of law rules, and the Parties hereto intend that Utah law shall apply to the interpretation thereof. Any action to enforce this Agreement shall be brought only in the Third District Court, Salt Lake County in and for the State of Utah.

11.16. Time is of the essence to this Agreement and every right or responsibility shall be performed within the times specified.

11.17. No action taken by any Party may be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement will not operate or be construed as a waiver by such Party of any subsequent breach.

11.18. Each Party represents and warrants that it has the respective power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated and to execute, deliver, and perform its obligations under this Agreement.

11.19. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by email shall be deemed originally signed copies of this Agreement.

11.20. Except as expressly modified by this Agreement, any statute or municipal code referred to in this Agreement shall be deemed to include that statute as amended, restated, and/or replaced from time to time, and any successor legislation to the same general intent and effect.

11.21. The Parties understand and agree that this Agreement and all related documents are public records, as provided in UTAH CODE ANN. § 63G-2-103, et seq.

11.22. No officer, representative, agent, or employee of the City shall be personally liable to Property Owner, or any successor-in-interest or assignee of Property Owner, in the event of any default or breach by the City or for any amount which may become due to Property

Owner, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

[Signature Page To Follow]

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

PROPERTY OWNER:

Ryan Leick

By: _____

Name: Ryan Leick

PROPERTY OWNER 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/she is the _____, and that the foregoing instrument was executed on behalf of said company.

NOTARY PUBLIC

Approved as to form and legality:

City Attorney

Attest:

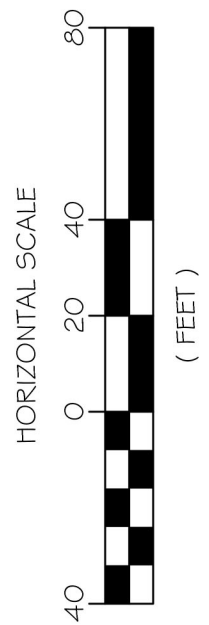
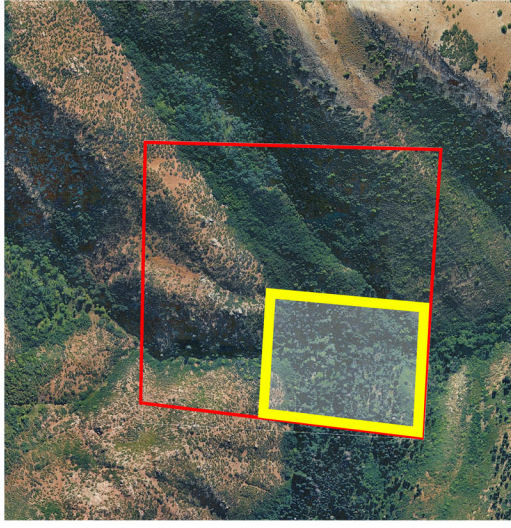
City Recorder

Emigration Canyon
a Utah political subdivision

By: _____
Name: _____
Its: _____



ID NO.	USE	DIMENSION	HEIGHT	ICON
1.	PROPOSED TRAIL	6' WIDE		
2.	PROPOSED ROAD	12' WIDE		
3.	SEPTIC DRAIN FIELD AREA			
4.	SHED (EXISTING)	7' X 7'	7'	
5.	PICNIC TABLE (EXISTING)	6' X 10'	10'	
6.	TREE HOUSE (EXISTING)	10' X 12'	28'	
7.	SOLAR ARRAY	15' X 25'		
8.	BRIDGE OR CULVERT	12' X VARIES		
9.	OBSERVATION DESK	16' X 16'		
10.	SLOVENIAN BEE HOUSE	12' X 16'	18'	
11.	WEST HOMESTEAD BARN	40' X 80'	29'	
12.	GREENHOUSE BUILDING	10' X 20'	16'	
13.	LUMBER MILL SHED	20' X 40'	25'	
14.	UTILITY SHED	20' X 24'	25'	
15.	BATTERY CONTAINMENT	6' X 8'	10'	
16.	SPRING BOX WITH PUMP	6' X 10'	12'	
17.	TRAIL BRIDGE	8' X 16'		
18.	PROPERTY LINE			
19.	UTILITIES CORRIDOR			
20.	PROPOSED ACCESS CENTERLINE			
21.	FOOD FOREST PARKING AREA	60' X 100'		
22.	OAK PLATEAU PARKING AREA	40' X 60'		
23.	SOUTH BOUNDARY PARKING AREA	40' X 100'		



From: [K E](#)
To: [Wendy Gurr](#)
Subject: Comment on Ryan Leick conservation development agreement
Date: Wednesday, August 5, 2026 5:47:29 PM

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Dear Ms Gurr-

Thank you for recording my public comment on Mr. Leick's land development proposal.

After reviewing the public documents, I am against the modified proposal that will be discussed August 13, 2026.

Mr. Leick's proposal remains a threat to the water supply to Emigration Canyon. His property and the proposed business activities with septic field drains into the ground water and well that the entire community relies upon for drinking water. In this time of severe drought, water scarcity is already a reality. I am highly concerned that drinking water will diverted and/or contaminated.

His helicopter pad, parking lot and the subsequent increase in air and road traffic will have a direct impact on a canyon that is already struggling with air and noise pollution as well as high traffic volume. Private helicopter pad access will forever change the quiet nature of the canyon.

His plan for road access infringes upon the property rights of an entire established private neighborhood.

I strongly urge the Emigration Canyon Planning Commission to vote no on this modified proposal.

Respectfully,
Kathryn Everton
Canyon Resident
[REDACTED]

From: [Frederick Albright](#)
To: [Wendy Gurr](#)
Cc: [Lisa](#); [REDACTED]
Subject: Concerning the R. Leick Forestry Plan, Development Agreement
Date: Wednesday, August 5, 2026 4:48:58 PM

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Wendy Gurr,

I am a resident of Emigration Oaks, ECC.

I understand from what little history that I know concerning Mr. Leick's intents that he is not prepared to stop in his activities to foster extensive changes physically, socially, and land and wildlife management in the Emigration Canyon for his personal interests. I wonder if I and others have misinterpreted his intentions and what his interests are in the canyon. Perhaps he does have the ECC and its citizens at the center of his goals and motivations? After all, it is about "natural" sustainability, conservation of wilderness, preservation of the water shed, enrichment of social community, value and its culture, yes?

So, I include the following paragraph from a recent EOPOA Board email I received today on this topic. It is the following.

- *"Given that there is still no road access to Mr. Leick's property, it is not clear why he is proposing this Development Agreement at this time, and why the city is considering it."*

My question to the ECC city council and mayor is as follows.

Why is the city council and mayor again considering his newest "evolved" proposal in the context of the paragraph I have placed above in quotes?

Thank you.

- Frederick Albright, [REDACTED]

From: [Family Backman](#)
To: [Wendy Gurr](#)
Subject: Conservation Development Agreement proposed by Applicant, Ryan Leick
Date: Wednesday, August 5, 2026 5:51:24 PM

You don't often get email from [REDACTED]. [Learn why this is important](#)

August 5, 2026

Hello Emigration Canyon Planning Commission,

We have lived in Emigration Canyon since 2005 and are **strongly opposed** to the creation of the Freeze Creek Agricultural Protection Area proposed by Ryan Leick. It will cause undue habitat pressure on the already stressed ecosystem of Emigration Canyon by introducing non-native plant and animal species into Emigration Canyon. It probably affects our drinking water supply, air quality, and increases the risk of wildfires in Emigration Canyon. The owner of the property, Ryan Leick wishes to create a farm on his property in upper Freeze Creek and have it designated as an Agricultural Protection Area. He already has installed a sugar maple collection system, treehouse, picnic table and helicopter in a UTV onto his property without consulting with the Emigration Canyon City. He wants to render the maple tree sap into maple syrup, which would be an extreme fire hazard to Emigration Canyon and the Red Butte Research Natural Area.

In his previous proposal he outlined and continues to advocate in this proposal the following: build many new structures, including a barn, a lumber mill, a Slovenian bee house, and a large viewing platform. In addition, he now includes a solar panel array, battery shed, and a septic field to his property. He intends to plant up to 125 new species of plants, trees and shrubs, many of which are non-native plant species which will displace fragile and vital plants to maintain the biodiversity and ecosystem in Freeze Creek.

In this proposal he states "Family Food Production" which in his previous petition it specifically indicated the following: raise and graze pigs, goats and sheep in the maintenance of his farm. This area is above a communal water well for the Emigration Improvement District and has the potential to pollute and contaminate the well water supply with dangerous bacteria and viral pathogens which could affect many residents who live in and rely on our water well for a safe source of drinking water.

He intends to build a 12-foot-wide road around most of the circumference of the property road, a bridge, and 3 parking lot structures on his property which will impact a sensitive stream and wildlife corridor along Freeze Creek. This would need to comply or apply for a waiver with the Foothill and Canyons Overlay Zone ordinance. This potential road will also impact Freeze Creek and our drinking water quality. Currently, there is no road to his property and if he intends to make his agrotourism farm open to the public, the road in Emigration Oaks will need to be made public and upgraded to meet county road standards which could result in increased taxes to Emigration Canyon residents to build a road for a private and commercial venture.

In summary, we are **vehemently opposed** to granting Mr. Leick a Freeze Creek Agricultural Protection Area in Emigration Canyon. Thank you for your attention to this matter.

Drs. Richard and Sylvie Backman

[REDACTED], Salt Lake City, UT 84108

From: [Brent Bowman](#)
To: [Wendy Gurr](#)
Subject: Conservation Development Agreement proposed by Applicant, Ryan Leick
Date: Wednesday, August 5, 2026 5:31:48 PM

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NO, NO, NO

As an Emigration Canyon and Emigration Oaks resident I'm 100% AGAINST allowing Mr. Leick any access thru Emigration Oaks and against the development plans he has for that 40 acre parcel. He was well aware of the encumbrances placed on the property when it was purchased.

Brent & Wendy Bowman

[REDACTED]

From: [Matthew A. Steward](#)
To: [Wendy Gurr](#)
Subject: Deny Leick Proposal
Date: Wednesday, August 5, 2026 4:29:16 PM

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I am writing to request that that Emigration City deny the request that it enter into a Conservation Development Agreement with Mr. Leick for the following reasons:

1. Leick purchased this property knowing that it was landlocked and did not have access through Emigration Oaks.
2. He requested access from Emigration Oaks prior to purchase and it was denied and he purchased the property anyway.
3. What has followed has been a travesty punctuated by demonstrably false statements by Mr. Leick.
4. He knowingly and repeatedly trespassed on Emigration Oaks property and lied about it.
5. He brought a specious lawsuit to try to gain access which was dismissed by the Court for his failure to join the correct parties.
6. He has created an absolute eye sore in the forest with his "maple" harvesting equipment and the vehicle and trailer he had helicoptered onto the property. This used to be a wonderful hike now it is a junk show.
7. He will never have legal road access to the property and his plan of eco-tourism, a viewing platform, a parking area are not viable nor should they be endorsed by Emigration city as having any potential viability.
8. How are his ecotourists going to get to the property and who would want to visit this eyesore?
9. He can terminate the agreement by providing notice to the city so the "benefits" to the city referenced in the staff recommendation can be terminated with simple written notice per section 7.1 yet all structures and "improvements" remain. Why wouldn't Leick just build what he wants, as he has all along, and then terminate the agreement?
10. Has Mr. Leick proven up his water rights? He references a "spring pump" in his plans. Has he made an application with the state engineer?
11. Emigration City should not sanction the rogue and reckless conduct of Mr. Leick just because it is attempting to mitigate the risk of litigation.
12. Mr. Leick is trying to trick Emigration City into this agreement so he can then parade it around saying Emigration City approved this surely I should be able to put in a road. This is the proverbial camel's nose in the tent and Emigration City should not be a party to this individual's antics. This is a waste of time and money.

Thank you,
Matt Steward ([REDACTED])

From: [Wade Sherman](#)
To: [Wendy Gurr](#)
Subject: FW: ECC Planning Commission Meeting on Ryan Leick Development Ag
Date: Wednesday, August 5, 2026 4:10:24 PM

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Hi Wendy, I am not supportive of CDA proposal by the Applicant. Please count my vote as against the Proposal (as a property owner in Emigration Oaks).

Thanks,

Wade Sherman ([REDACTED])

From: Emigration Oaks Property Owners Association <Messenger@AssociationVoice.com>
Sent: Wednesday, August 5, 2026 3:49 PM
To: Wade Sherman ([REDACTED])
Subject: ECC Planning Commission Meeting on Ryan Leick Development Ag

EXTERNAL: Use caution when clicking on links or opening attachments.

Hello Everyone,

We'd like to inform you of an Emigration Canyon Planning Commission Meeting, to be held on Thursday, August 13th, at 8:30AM, at the Canyon Firestation. The purpose of this meeting is to discuss a:

“Conservation Development Agreement proposed by Applicant, Ryan Leick. The Conservation Development Agreement shall govern the use of approximately 40 acres of property located at 1475 N Pinecrest Canyon Road in Emigration Canyon. The proposed use is forest conservation and management, including fire mitigation and natural resource renewal strategies. The Conservation Development Agreement is applicable only to the 40 acres privately owned by Ryan Leick. Presenter: Claire Gillmor, Land Use Attorney”

There are five documents pertaining to this discussion available at the following website: <https://www.utah.gov/pmn/sitemap/notice/1099139.html>

[Leick PC Notice Final.pdf](#) - Notice of Public Hearing

[260813_EmigrationPC_Agenda.pdf](#) - Meeting Agenda, Rules and dial-in links

[Leick DA for Planning Commission.pdf](#) - The actual Development Agreement, sections 4&5 contain the specific activities he is seeking approval for

[Leick Conservation DA Concept Plan for PC.pdf](#) - A map of the development plan

[Leick DA Staff Report Planning Commission.pdf](#) - An overview of the Development Agreement process and intent

It appears that the purpose of this Development Agreement is to get the city of Emigration Canyon to approve the activities that Mr. Leick has previously outlined in his Forestry Activity Plan. This was submitted as part of his Agricultural Protection Area application, which was not approved by the city. While there are many concessions being made in this agreement by Mr. Leick, the document still proposes that the city agree to the same activities as before, including: construction of roads, bridges, and parking lots; a number of “agricultural” buildings; production of biochar; a lumber mill; apiaries, solar arrays; helicopter access; a septic drain field.

Given that there is still no road access to Mr. Leick’s property, it is not clear why he is proposing this Development Agreement at this time, and why the city is considering it.

Approval of this Development Agreement by the city could have a significant impact on Mr. Leick’s future attempts to establish a right of way and road access through the Oaks to his property.

It is crucial that you let the Planning Commission know your feelings about this issue.

Please send written comments, prior to the hearing on the 18th, by emailing Wendy Gurr at wgurr@msd.utah.gov, or recorded comments to (385) 391-8268.

You are also encouraged to attend the hearing in person and present your comments directly to the Commission.

At the end of the meeting, the Planning Commission will make their recommendation to either approve, disapprove, or modify the agreement. This recommendation will then go to the Emigration Canyon Council, which will be meeting five days later on August 18th.

We will keep you informed on the outcome of this meeting, and further action to be taken.

Thank You!

Your EOPOA Board

This message has been sent to [REDACTED]

As a subscriber of General Correspondence at Emigration Oaks Property Owners Association, we'll periodically send you an email to help keep you informed. If you wish to discontinue receiving these types of emails, you may opt out by clicking [Safe Unsubscribe](#).

To view our privacy policy, click [Privacy Policy](#).

This message has been sent as a service of [AssociationVoice](#), provider of smart Websites for Associations and Management, 1290 Broadway Suite 1400, Denver, CO 80203. AssociationVoice © 2026. All rights reserved.

||

From: [REDACTED]
To: [Wendy Gurr](#)
Subject: Leick Development Proposal
Date: Thursday, August 6, 2026 10:18:13 AM

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Ms. Gurr, I oppose Mr. Leick's proposal for his property in Emigration Canyon. Conservation appears in the title, but his intent is basically industrial development which would be out of place anywhere in Emigration Canyon but especially so through and adjacent to a residential community. I strongly encourage anyone considering or voting on this project to examine the site on the ground, which would make clear that this proposal is to say the least bizarre and destructive. Thank you.
Henry Whiteside
[REDACTED]

From: [Jeanne Crockett](#)
To: [Wendy Gurr](#)
Cc: [Geoffrey Crockett](#)
Subject: Please Reject the Proposed Leick Conservation Development Agreement – Emigration Canyon Planning Commission
Date: Wednesday, August 5, 2026 6:12:25 PM

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Dear Members of the Emigration Canyon Planning Commission,

I am writing to express my strong opposition to the proposed Conservation Development Agreement submitted by Ryan Leick for the approximately 40-acre parcel located at 1475 N Pinecrest Canyon Road, scheduled for discussion at the August 13th Planning Commission meeting.

While this agreement is framed around forest conservation, fire mitigation, and natural resource renewal, the underlying substance raises serious concerns:

1. This appears to be a repackaged proposal.

The activities outlined in this Development Agreement closely mirror those in Mr. Leick's previously submitted Forestry Activity Plan, which was part of his Agricultural Protection Area application — an application the city already declined to approve. Presenting substantially the same plan under a new label does not address the underlying concerns that led to its earlier rejection.

2. The scope of proposed development is inconsistent with "conservation."

Despite the conservation framing, the agreement proposes construction of roads, bridges, and parking lots; multiple agricultural buildings; a biochar production operation; a lumber mill; apiaries; solar arrays; helicopter access; and a septic drain field. This is a substantial development footprint for a parcel that currently has no established road access.

3. Lack of road access raises fundamental questions.

Given that there is still no legal road access to this property, it is unclear why this agreement is being proposed now, or why the Commission should consider authorizing this level of activity before that threshold issue is resolved.

4. Approval could set a precedent affecting future right-of-way disputes.

I am concerned that Commission approval of this agreement could be used to strengthen Mr. Leick's future efforts to establish a right-of-way through the Oaks to reach this property — a separate and significant issue that deserves its own full public vetting, not one achieved indirectly through approval of this agreement.

For these reasons, I respectfully urge the Planning Commission to **recommend disapproval** of this Development Agreement in its current form. If the underlying goal is genuine forest conservation and fire mitigation, a narrower agreement — one that does not include road/bridge construction, commercial-scale buildings, milling operations, or helicopter access — should be brought forward instead, separate from any road-access considerations.

Thank you for your time and consideration. I ask that this letter be entered into the public record for the August 13th hearing.

Sincerely,
Geoff and Jeanne Crockett
[REDACTED], SLC, UT 84108
[REDACTED]

From: [Amy Taylor](#)
To: [Wendy Gurr](#)
Subject: Please Vote No on the Proposed Conservation Development Agreement for 1475 N. Pinecrest Canyon Road
Date: Thursday, August 6, 2026 10:15:39 AM

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Dear Members of the Emigration Canyon Planning Commission,

I am writing to respectfully urge you to vote **NO** on the proposed Conservation Development Agreement for 1475 N. Pinecrest Canyon Road.

My family has proudly called Emigration Canyon home for the past 21 years. We chose to live here because of its natural beauty, peaceful setting, abundant wildlife, and the sense that this canyon is a place where nature takes precedence over development. It is a truly special community, and I hope it will remain that way for generations to come.

While I fully support responsible forest stewardship, wildfire mitigation, and conservation, this proposal extends far beyond those purposes. The agreement seeks approval for uses that could permanently alter the character of Emigration Canyon, including roads, bridges, parking lots, agricultural buildings, a lumber mill, biochar production, solar arrays, apiaries, helicopter access, and a septic drain field.

These activities are simply not compatible with the quiet, rural, and environmentally sensitive canyon that residents have worked so hard to preserve. Once these uses are approved, the impacts on neighboring property owners and the broader community could be significant and irreversible.

I am especially concerned about the proposed helicopter access. We already experience the disruption caused by helicopter activity in the canyon, and one helicopter is disruptive enough. The thought of expanding helicopter operations is deeply concerning. The noise carries throughout the canyon, disturbs the peace that residents value, and impacts both neighbors and wildlife. It is difficult to imagine how additional helicopter use could be considered compatible with the character of Emigration Canyon.

I am also concerned that approving this agreement before legal road access has been established could create momentum for future efforts to obtain that access, placing additional pressure on surrounding neighborhoods and changing the nature of our canyon. It seems premature to approve a development agreement when such a fundamental issue remains unresolved.

Finally, this proposal appears to revive many of the same activities that were previously included in the Agricultural Protection Area application that the City chose not to approve. Simply presenting them under a different type of agreement does not eliminate the concerns that led to their rejection.

Emigration Canyon is a rare and remarkable place. Once its rural character is diminished, it cannot easily be restored. I respectfully ask you to protect the qualities that make this community so special by rejecting this agreement. And to protect us all from more wildfire threats.

Please vote **NO** on the proposed Conservation Development Agreement.

Thank you for your time, your careful consideration, and your service to our community.

Sincerely,

Amy Taylor, [REDACTED]

From: [Sandra Nielsen](#)
To: [Wendy Gurr](#)
Cc: [Emigration Oaks Property Owners Association](#)
Subject: Public Comment on Proposed Conservation Development Agreement – Freeze Creek Forest Property
Date: Thursday, August 6, 2026 8:08:38 AM

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Dear Ms. Gurr:

I am a homeowner in the Emigration Oaks development, and I am writing to submit comments regarding the proposed Conservation Development Agreement for the Freeze Creek Forest property, located at 1475 N. Pinecrest Canyon Road and legally described as the SE ¼ of the SE ¼ of Section 20, Township 1 North, Range 2 East, Salt Lake Base and Meridian (Tax ID 10-20-400-002).

I appreciate the property owner's interest in forest stewardship, wildfire mitigation, and responsible conservation. Likewise, I fully support the rights of private property owners to make reasonable use of their land. My comments are not intended to oppose those objectives. Rather, I ask the Planning Commission to carefully consider several significant issues that I believe have important implications for neighboring property owners and for the long-term planning of Emigration Canyon.

1. The property remains landlocked, and approval of vested development rights could create future pressure for road access through Emigration Oaks.

The proposed agreement expressly acknowledges that the property currently *does not have motor vehicle access* and is accessible only by an unimproved trail. It further recognizes that the owner will require motor vehicle access for certain activities, even though such access has not yet been established.

The practical reality is that there is no public roadway serving this parcel. The only feasible route for vehicular access would be through the privately owned roads within Emigration Oaks, roads that are maintained entirely at the expense of the homeowners in our community.

Although this agreement does not itself grant road access, approval of a long-term development agreement that authorizes ongoing activities on an otherwise inaccessible parcel could strengthen future arguments that permanent vehicular access is necessary to support those activities. This creates understandable concern for neighboring property owners whose private infrastructure could become the focus of future access requests.

2. The proposed agreement creates vested rights that run with the land and therefore deserves careful scrutiny before approval.

Unlike the Agricultural Protection Area proposal considered last year, this Conservation Development Agreement would establish contractual and vested land use rights that continue with the property. The agreement further provides that many of those rights will survive future changes in zoning or City ordinances.

Because these rights are intended to be long-term and transferable, I believe it is particularly important that questions surrounding legal motor vehicle access be fully considered before

those rights are granted. Once development rights are vested, future discussions regarding access may become significantly more complicated.

For this reason, I respectfully request that, if the agreement is approved, the record clearly state that approval of the Conservation Development Agreement does not create, imply, or strengthen any claim to vehicular access or a right-of-way across neighboring private property, including the private roads within Emigration Oaks.

3. The property occupies a uniquely sensitive location that warrants a cautious approach.

The property lies within the FR-20 zone and Water Source Protection Zone and includes forested land, riparian areas, and Freeze Creek. The agreement itself recognizes the property's importance with respect to watershed protection and wildfire management.

While the proposed conservation activities include many positive elements, the agreement also contemplates construction of structures, bridges, private roads, solar facilities, beekeeping, biochar operations, helicopter access, and other ongoing activities.

Approval of a development agreement for a landlocked parcel in such a sensitive location has implications beyond this individual property. It may establish an important precedent for how similarly situated properties in Emigration Canyon are treated in the future, particularly where access has not yet been resolved.

For these reasons, I respectfully request that the Planning Commission carefully consider the long-term implications of approving this agreement and ensure that nothing within the agreement, or in the Commission's findings, may later be interpreted as supporting future claims for vehicular access across neighboring private property.

Thank you for your consideration of these comments and for your continued work to protect both the natural resources of Emigration Canyon and the rights of its residents. I respectfully request that this letter be included in the public record for the proposed Conservation Development Agreement.

Sincerely,

Sandra Nielsen

[REDACTED]

Emigration Oaks

[REDACTED]

From: [Ann Marie Kreft](#)
To: [Wendy Gurr](#)
Cc: [REDACTED]; [Tim Ramsey](#)
Subject: Serious Concerns: Proposed Development Agreement – Mr. Leick's Property
Date: Wednesday, August 5, 2026 5:07:19 PM

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Dear Members of the Emigration Canyon City Council and Planning Commission,

We are writing to express our strong disapproval of the proposed Development Agreement for Mr. Leick's property.

This agreement is a premature and legally problematic document. It attempts to bypass the city's previous denial of the Agricultural Protection Area application. It asks the city to approve the exact same intensive activities. These include constructing roads, bridges, parking lots, multiple buildings, a lumber mill, and a septic drain field.

Approving these extensive uses for a landlocked property is highly irresponsible for the following reasons:

- **No Legal Access:** There is currently no road access or established right-of-way to this property.
- **Premature Approval:** The city should not approve intensive industrial and agricultural operations before legal access exists.
- **Direct Threat to Emigration Oaks:** This agreement will likely be used as leverage to force a right-of-way and road access directly through the Emigration Oaks neighborhood.
- **Vesting Unwarranted Rights:** Approval gives the applicant legal grounds to demand access infrastructure that will heavily disrupt established residential areas.

The city must not validate development plans for a landlocked parcel at the expense of our neighborhood. We urge the Council to reject this Development Agreement until permanent, legal access is independently established through the proper channels, rather than using the city to manufacture a justification for it.

Thank you for your time and your dedication to protecting our canyon community.

Sincerely,

Ann Marie Kreft and Tim Ramsey

[REDACTED], Emigration Canyon 84108

[REDACTED]

From: [Sharon McGough](#)
To: [Wendy Gurr](#)
Subject: Ryan Leick's proposal to develop 40 acres of land
Date: Thursday, August 6, 2026 7:41:19 PM

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Dear Wendy,

Ryan Leick's Agricultural Protection Area application is very worrisome to the residents of Emigration Oaks. The document still proposes that the city agree to the same activities as before, including: construction of roads, bridges, and parking lots; a number of "agricultural" buildings; production of biochar; a lumber mill; apiaries, solar arrays; helicopter access; a septic drain field".

This development would definitely impact the wildlife in the Freeze Creek area as well as pose a significant fire hazard and impact to our watershed. We are very concerned that Mr. Leick does not have regard for the residents that have lived here for many years, cohabiting w the wildlife and trying to keep the trails wild, and water supply clean.

We are hoping that Mr. Leick's requests will not be granted.

Thank you,
Sharon McGough

From: [Edwin McGough](#)
To: [Wendy Gurr](#)
Cc: [Ed McGough](#)
Subject: Opposition letter to Ryan Leick's application for an agricultural protection area permit
Date: Thursday, August 6, 2026 8:15:49 PM

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Wendy Burr or to whom it may concern:

I am writing this letter to express my opposition to granting Ryan Leick an Agricultural Protection Area Permit for his 40 acres of land.

I am deeply concerned that Ryan Leick's plans will have a dramatic impact on the way of life of the Emigration Oaks Residents. The possibility of the changes that can occur with the APA are severe. His proposal of a parking lot, lumber mill, solar arrays, helicopter pad, drainage field for septic tanks, multiple employees and a road through Emigration Oaks Property would change the whole complexion of our community as well as our way of life. Mr Leick has already demonstrated he has little regard for the residents of the Oaks by repeatedly trespassing on our property and when confronted would threaten that he would make the roads and trails public.

Another large concern is the impact on our water supply, fire danger, the environment and especially the wildlife. He has no permit for a well and will be taking water from the Freeze Creek Stream which is already severely compromised by the drought. He already has used internal combustion engines without any means of fire suppression. These developments he proposes will change this whole area from woodlands that are so dear to us to farmlands. The wildlife for decades have used the canyon for their normal movement and his proposed developments would disrupt this and change our experience with the wildlife.

Based on the points made in this letter and six years experience with Mr Leick I strongly recommend that NO APA be granted for Mr Leick's 40 acres.

Sincerely,
Edwin McGough
[REDACTED]
Salt Lake City, Ut 84108
[REDACTED]



Planning and Development Services

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

MEETING MINUTE SUMMARY EMIGRATION CANYON PLANNING COMMISSION MEETING Thursday, July 9, 2026, 8:30 a.m.

Approximate meeting length: 1 hour 15 minutes

Number of public in attendance: 0

Summary Prepared by: Wendy Gurr

Meeting Conducted by: Commissioner Harpst

***NOTE:** Staff Reports referenced in this document can be found on the State website, or from Planning & Development Services.

ATTENDANCE

Commissioners and Staff:

Commissioners	Public Mtg	Business Mtg	Absent
Andrew Wallace			x
Dale Berreth	x	x	
Tim Harpst (Chair)	x	x	
Jodi Geroux (Vice Chair)	x	x	

Planning Staff / DA	Public Mtg	Business Mtg
Wendy Gurr	x	x
Jim Nakamura	x	x
Brian Tucker	x	x
Claire Gillmor	x	

BUSINESS MEETING

Meeting began at – 8:32 a.m.

- 1) Approval of May 14, 2026, Planning Commission Meeting Minutes. (Motion/Voting)
Motion: To approve May 14, 2026, Planning Commission Meeting Minutes with amendments.

Motion by: Commissioner Berreth

2nd by: Commissioner Geroux

Vote: Commissioners voted unanimously in favor (of commissioner's present)

Approval of June 11, 2026, Planning Commission Meeting Minutes. (Motion/Voting)

Motion: To approve June 11, 2026, Planning Commission Meeting Minutes with amendment.

Motion by: Commissioner Berreth

2nd by: Commissioner Geroux

Vote: Commissioners voted unanimously in favor (of commissioner's present)

Commissioners and staff had a brief discussion regarding OPMA training. Confirm the annual five-hour training is not required for Emigration. Will determine August agenda items.

Commissioner Geroux motioned to close the business meeting, Commissioner Berreth seconded that motion.

PUBLIC HEARING(S)
Meeting began at – 8:42 a.m.

OAM2026-001636 - Consideration of a resolution amending Emigration's land use fee schedule.
Presenter: Brian Hartsell (Discussion, Hearing, Action)

Commissioner Geroux motioned to open the public hearing, Commissioner Berreth seconded that motion.

PUBLIC PORTION OF HEARING OPENED

No one from the public was present to speak.

Greater Salt Lake Municipal Services District Planning Manager Brian Tucker provided an analysis of the ordinance amendment.

Commissioners and staff had a brief discussion regarding land use fee changes, cleansing the document that doesn't apply to the city, eliminating sexually oriented businesses and short-term rentals, and removal of other jurisdictions and UDOT roads. Include a table of the recommendations.

Motion: To recommend file #OAM2026-001636 Consideration of a resolution amending Emigration's land use fee schedule to the Emigration Canyon Council for approval subject to eliminating short term rentals and sexually oriented businesses, references to UDOT, other Municipalities and jurisdictions, and any other language irrelevant to Emigration Canyon.

Motion by: Commissioner Geroux

2nd by: Commissioner Berreth

Vote: Commissioners voted unanimously in favor (of commissioner's present)

OAM2026-001644 – Consideration of amending Section 9.90.025 of the Emigration Canyon Municipal Code to replace the 2006 Utah Wildland Urban Interface Code with the 2024 International Wildland Urban Interface Code in accordance with H.B. 41 of the 2026 General Legislative Session of the State of Utah.
Planner: Curtis Woodward (Discussion, Hearing, Action)

No one from the public was present to speak.

Motion: To recommend file #OAM2026-001644 Consideration of amending Section 9.90.025 of the Emigration Canyon Municipal Code to replace the 2006 Utah Wildland Urban Interface Code with the 2024 International Wildland Urban Interface Code in accordance with H.B. 41 of the 2026 General Legislative Session of the State of Utah to the Emigration Canyon Council for approval.

Motion by: Commissioner Geroux

2nd by: Commissioner Berreth

Vote: Commissioners voted unanimously in favor (of commissioner's present)

Commissioner Geroux motioned to close the public hearing, Commissioner Berreth seconded that motion.

PUBLIC PORTION OF HEARING CLOSED

Commissioners and staff had a brief discussion regarding City held a public open house on the road improvement project and was well attended. Mayor Brems said the pc is doing a great job here, and soliciting for commissioners, and will have discussion with the council adding alternates.

Keep chugging along with code updates and cleaning up. Claire's working with city attorney to clean the codes and scrub the county.

Commissioner Geroux motioned to adjourn, Commissioner Berreth seconded that motion.

MEETING ADJOURNED

Time Adjourned – 9:47 a.m.

DRAFT