

SKYWALK PUD DEVELOPMENT AGREEMENT

ERDA

[AMENDED 2018v]

Amended Version of Tooele County Corporation Contract #: 18-10-07

DEVELOPMENT AGREEMENT
FOR BCP DEVELOPMENT, LLC
SKYWALK PUD

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of ____ day of _____, 2026, by and between ERDA, UTAH, a political subdivision of the State of Utah, located in Tooele County." ("the City"), and BCP DEVELOPMENT, LLC a Delaware Limited Liability Company ("the Developer").

RECITALS

A. Under Utah Code § 10-1-201, The City is a municipal corporation and therefore a political subdivision of the State of Utah.

B. The Developer owns or has the right to purchase approximately 246.64 acres of real property for the purpose of developing a real estate project, said property being more particularly described in EXHIBIT "A" attached hereto (the "Property").

C. The Property is located in an *incorporated portion of the City currently zoned P-C ("Planned Community") that follows the Tooele County Zoning Ordinance chapter 31.*

D. The PUD is to be developed as a master planned community currently known as Skywalk (the "Project"), and the Developer has incurred and will incur substantial expenditures in furtherance thereof.

E. This Development Agreement constitutes an amendment to Tooele County Contract No. 18-10-07. Deleted language is indicated by strike-through formatting, and all additions or rephrased language are indicated in italics.

F. All references to "the County" are deemed amended and replaced with "the City," meaning Erda City, Utah, without strike-through notation, and all references to County codes or ordinances shall be deemed to refer to the corresponding Erda City codes or ordinances, as applicable.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals above and objectives and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and *the City*, intending to be legally bound, hereby mutually agree as follows:

1. **Recitals & Public Policies.** The above-stated Recitals and Public Policies are incorporated herein and made a part of this Agreement.
2. **Effective Date.** This Agreement shall become effective on the date it is recorded in the Tooele County Recorder's Office after being executed by Developer and *the City* (the "Effective Date").
3. **Affected Property.** The Property that is the subject of this Agreement is described in the legal descriptions attached hereto as EXHIBIT "A." This Agreement shall be recorded against the Property.
4. **Developer Dedication.** In connection with the development of the Project, Developer shall construct and dedicate to *the City* all public improvements that are reasonably necessary for the Project in accordance with *the City Code*. Except as otherwise provided in Section 7 below (regarding sewer and water systems) or in a separate improvement/reimbursement agreement, Developer shall be entitled to fair reimbursement or compensation (through impact fee credits or otherwise) for conveyances or dedications relating to "system improvements" as opposed to "project improvements" as such terms are defined under state law.
5. **Phased Development.** The Project will be developed in a logical sequence as determined by the Developer *as represented in pages G100-G103 conceptual phasing in EXHIBIT D.* Each phase of the development shall comply with the reasonable conditions of approval consistent with *the City Code* and state law.
6. **Zoning Changes.** Zoning changes shown in EXHIBIT C and further detailed in the *Skywalk PUD Concept Plan, or attached as EXHIBIT D,* shall take effect in time for each plat approval.
7. **Conditions of Approval.** In exchange for the *P-C* zoning, Developer shall design and construct sewer and water system facilities, or extensions thereof, having the design, location, and capacities reasonably approved by *the City*. *The City* shall have no obligation to pay for any portion of the costs of Skywalk facilities. *The City* or other groups may choose to participate in system extensions outside of Skywalk facilities, and if so, they may participate in portions of certain costs or in reimbursements. No certificates of occupancy will be issued for the Project unless and until these improvements, and all other improvements required by *the City Code*, have been installed by Developer and accepted by *the City*. Nothing in this Section 7 shall be construed to prevent or prohibit Developer from collecting reimbursements from other property owners or developers who connect to or otherwise make use of the sewer and water system facilities constructed by Developer. *Additional approval conditions for the Skywalk PUD outlined in EXHIBIT B.*
8. **Approvals.** Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in *the*

City Code, including, without limitation, timely approval of the Applications submitted by Developer to obtain the necessary zoning/plat approvals to secure the Density rights set forth in this Agreement as well as the County's completion of the road bordering the subdivision on the south.

9. **Amenities.** Developer shall construct and improve the park(s) or other recreational amenities reasonably required by *the City* within the Project.
10. **Maintenance.** Prior to the sale of any lot in the Project, Developer shall create a Home Owners Association which shall be responsible for the maintenance of the common/open spaces in the development.

11. **Improvements; Plats/Phases.**

a. At the time of plat recordation for each phase, the Developer and/or Owner of the subject phase shall be responsible for the installation and dedication to *the City* of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the portion of the property depicted on the plat in accordance with *the City* regulations.

b. All roadways within the Property shall be public roadways, which shall be constructed in accordance with the applicable *City* ordinances and regulations, and the approved construction drawings.

c. *The City* shall provide all public services to the Property (including, without limitation, storm drain, road maintenance, snow removal, etc.) and maintain the related improvements, including roads, that are specifically intended to be public upon dedication to *the City* and acceptance in writing by *the City* at the end of the warranty period, so long as the improvements meet the standards set forth in *the City Code* for public improvements. *The City* shall provide all such municipal services to the Property at the same levels of service, and on the same terms and rates, as provided to other residents and properties in *the City*.

d. ~~If this property is ever annexed or incorporated,~~ all parks and recreational areas will be deeded to ~~that entity~~ *the City* and maintenance will become the responsibility of ~~that entity~~ *the City*.

12. **Performance and Warranty Bonds.** For any improvements required to be installed pursuant to this Agreement and/or *City* regulations, the Owner(s) and/or Developers of the subject phase/plat shall be required to satisfy the generally-applicable requirements regarding improvement assurances and warranty bonds as set forth in *the City Code*.

13. **Title - Easement for Improvements.** *The City* Engineer shall approve the alignment of all roads and utility lines and shall approve all descriptions of land, rights-of-way, and easements to be dedicated and conveyed to *the City*. The Owner of the subject phase of development shall acquire and provide to *the City*, for review and approval, a title report from a qualified title insurance company covering such land, rights-of-way, and easements for each phase.

14. **Fees.** *The City* may charge reasonable and customary fees that are generally applicable to developments in *the City*, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, service charges, and assessments.

15. **Plat Approval.** As Plans are approved, the owner of the subject phase/plat shall be required to record a Final Plat with the Tooele County Recorder, pay all recording fees, and comply with all applicable *City* regulations regarding such phase/plat. Upon recording the Final Plat, the owner of the subject phase/plat may proceed to develop and construct the subject phase/plat.

16. **Termination of Agreement.** The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Tooele County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by *City* (after expiration of applicable warranty periods), the subject Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

17. **Multiple Owners; Successors and Assigns.**

a. Multiple Owners. Different portions of the Property may be owned by different persons or entities now or in the future ("Owners"). At the time each phase is developed, the Owner(s) of each such phase shall be responsible for satisfying all requirements applicable to such phase (including, without limitation, the requirements of this Agreement and *the City* Code), and the owner(s) of other portions of the Project shall not be held responsible for satisfying such requirements. No owner shall be liable or responsible for the actions, breaches, or defaults of a different owner.

b. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to *the City* a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to *the City* prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

18. **Individual Lot or Unit Sales.** Notwithstanding the provisions of the preceding paragraph, a transfer by Developer or a builder of a lot or residential dwelling located on the Property within a *City*-approved and recorded plat shall not be deemed a Transfer as set forth above so long as the

obligations of the Developer/Owner with respect to such lot or dwelling unit have been completed. In such event, the subject Developer/Owner shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

19. **Default.**

a. Events of Default. Upon the happening of one or more of the following events or conditions the subject Owner, Developer, or *City*, as applicable, shall be in default ("Default") under this Agreement:

- i. a warranty, representation, or statement made or furnished by an Owner or Developer under this Agreement, or an exhibit is intentionally false or misleading in any material respect when it was made
- ii. A determination by *City* made upon the basis of substantial evidence that Developer or Owner has not complied in good faith with one or more of the material terms or conditions of this Agreement; or
- iii. Any other event, condition, act, or omission, by any Party that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. **Procedure Upon Default.**

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty-day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection (c) below. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

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

c. **Breach of Agreement.** Upon Default as set forth in this Section, *the City* may declare the subject Owner to be in breach of this Agreement and *City*, until the breach has been cured by the subject Owner, may do any of the following:

- (i) refuse to process or approve any application for subdivision or site plan approval regarding

the Project; or

(ii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Project. In addition to such remedies, the non-defaulting party (*City* or Developer/Owner—as the case may be) may pursue specific performance. Furthermore, either *the City* or Developer (in the case of a default by *the City*) may pursue whatever additional remedies it may have at law or in equity, including, without limitation, monetary damages.

20. **Vested Rights.** To the maximum extent permissible under the laws of Utah and at equity, *the City* and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law, and at equity. If *the City* adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under *the City* ordinances that apply as of the effective date of this Agreement.

21. **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of *the City* to enact ordinances, standards, or rules regulating development or zoning. Nothing herein shall be construed to limit the ability of *the City* to exercise its police powers to enact zoning ordinances, so long as Developer's vested rights, as set forth in this Agreement, are honored to the fullest extent allowed by applicable law.

22. **Entire Agreement.** This Agreement shall supersede all prior agreements with respect to the development of the Property, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

23. **Exhibits.** The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- a. Exhibit A – Skywalk Property Legal Description
- b. Exhibit B – Skywalk Development Standards
- c. Exhibit C – Skywalk Zoning Map
- d. Exhibit D – Skywalk PUD Conceptual Plan Set

24. **Federal and State Requirements.** If any portion of the Property is located in areas with sensitive lands that are regulated by state and federal laws, development of that portion of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables.

25. **General Terms and Conditions.**

a. **Incorporation of Recitals.** The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold *the City* liable for failure to record.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by both parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of *the City Council* taken with the same formality as the vote approving this Agreement.

e. Unlawful Exactions. By entering into this Agreement, Developer does not waive, but does hereby expressly reserve, the right to challenge any unlawful exactions (as defined by state law) that *the City* may seek to impose or require.

f. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

g. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.

26. **Obligations Run With the Land.** The agreements, rights and obligations contained in this Agreement shall:

- (i) inure to the benefit of the Parties;
- (ii) be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns; and
- (iii) run with the Property.

27. **Conditions of Development.**

a. **Permitted Uses.** The following permitted uses have been approved in Concept Plans and may be conducted in the Skywalk PUD:

- Residential uses of all types on a range of lot sizes including: single family detached; single family attached; multifamily residential; town homes; loft apartments; residential units above ground floor retail, commercial, or office uses; and condominiums.
- Retail, service, office, hotel, restaurant, entertainment, and all other commercial uses as permitted.

- Mix of permitted uses (including office/commercial, office/residential, retail/residential) within individual structures.
- Storage, wholesale, business to business.
- Home-Occupation Permits following the provisions of the Tooele County Land Use Ordinance.
- Health-care facilities;
- Public facilities, such as schools, libraries, and civic buildings;
- Common areas, such as plazas, playgrounds, community gardens and trails;
- Churches;
- Day-care facilities;
- Open space, including landscaped areas and areas in natural vegetation, golf courses, parks, recreational areas; and
- Other accessory uses which are ancillary to, and designed to serve, any of the foregoing uses, *including accessory dwelling units and accessory commercial units.*

b. Conditional Uses.

i. The Skywalk PUD may include provisions for specific land uses identified as conditional uses. The addition of conditional uses in the approved Skywalk PUD shall require the approval of *the City Council* Commission, which approval may be established by development agreement. Conditional uses, if any, are subject to review and approval as set forth in Chapter 7 of the Tooele County Land Use Ordinance. Design standards for conditional uses shall be included with the applicable Project Specific Standards.

ii. Industrial and manufacturing uses may be allowed as conditional uses, subject to planning commission and council approval. (Note: Industrial is a different and separate category, apart from Light Industrial.)

c. Prohibited Uses.

- ~~Legal duplex, triplex or any other legal subdivision of the detached homes or townhouses;~~
- Parking lots that are visible from the street; any parking lot must be hidden by buildings, walks, landscaped berms and/or landscaping. (Parking lot entrances and exits need adequate visibility and should be designed properly and keep pedestrian, bicycle and vehicular traffic in mind.)
- Noxious emitters including breweries;
- ~~Noise polluters;~~
- Prison, jail, youth or adult corrections facility, half-way house, or drug rehabilitation treatment center.
- Mental health residential treatment center.
- Homeless services, homeless resource center or homeless shelter.
- Sexually oriented businesses, adult bookstore, adult boutique, sexually oriented adult education, bars;
- Radioactive waste handlers, processors or transporters, or those including any acceptance or storage of radioactive waste on site;

- Slaughterhouse or feedlot.

28. Planning and approval process for development within the Skywalk PUD.

Development within the Skywalk PUD will require the following plans to be prepared and submitted for approval in accordance with these conditions of approval: Project Plans and/or subdivision and condominium plat approval as applicable. The planning and approval process and approving bodies

Approval Steps Table

APPROVAL STEP	SCALE (AREA COVERED BY APPLICATION)	WHAT IS DESCRIBED IN PLAN	APPROVAL LEVEL
Project Plan/Subdivision Plat	Multiple phases of development. May, but is not required to include, master subdivision approval followed by phased subdivision plats.	Show major development parcel locations, open space system, and major infrastructure associated with roadways. Final plats indicate lot layouts and development regulations.	Planning Commission
Site Plan Approval	Individual sites within the development.	Final site development requirements.	Staff

29. Project plan/subdivision plat.

Upon preliminary and final PUD approval for the Skywalk PUD, a Project Plan shall be submitted for review, together with a development agreement that outlines Project Specific Standards establishing in substantial detail the character and nature of the design of public and private improvements within the area covered by the applicable Project Plan (Project Specific Standards) for the applicable portion or phase of the PUD covered by the Project Plan. The purpose of the Project Plan is to allow for the creation and approval of a fully-integrated development plan for a specifically identified portion of the Skywalk PUD. A Project Plan may include vertical and horizontal mixtures of uses on one or more proposed lots, parcels, or units located within the boundaries of the proposed Project Plan. Therefore, the Project Plan may identify a combination of proposed subdivisions, condominium projects, and/or site plans, one or

more of which may be submitted concurrently for review and approval with the Project Plan. The Project Plan, and each Subdivision Plat or Condominium Project submitted in connection therewith or in furtherance thereof, shall be reviewed and approved by *the City* Staff prior to submittal of the Project Plan and associated development agreement to the Planning Commission for approval. Subdivision Plats (preliminary and final) shall be submitted and approved pursuant to the process and in accordance with the requirements set forth in Title 13, "Subdivisions," of the Tooele County Land Use Ordinance, and other applicable sections of the code. Application and approval of a preliminary or final subdivision plat may occur before submission of a Project Plan provided Project Specific Standards are submitted and approved contemporaneously with such subdivision plat application and approvals; and provided, further, that the Project Specific Standards and subdivision plat will ultimately be incorporated into an approved Project Plan and associated development agreement. The preliminary and final plats shall conform to the applicable preliminary and final PUD standards as well as all applicable Project Specific Standards, including any supplemental Project Specific Standards proposed and approved in connection with the applicable final plat.

30. **Various Requirements** (originating from Skywalk PUD Conditions of Approval).

1. Site plan review. Site plans may be reviewed concurrently with a Project Plan or Subdivision Plat. Any proposed commercial, office, industrial, multi-family residential, open space, parks, or institutional developments and alterations to existing developments shall be located on legal lots of record created by metes and bounds conveyance with the approval of the Staff or pursuant to subdivision or condominium plats and shall meet the site plan review requirements outlined by Staff. All *City* ordinances and requirements (which may include additional site-specific studies or reports, as necessary) shall be met in preparing site plan applications and in designing and constructing the development. Where applicable, building permits may not be obtained nor shall any site work be performed prior to site plan approval.
2. The applicable owners shall properly maintain all private areas of individual lots or parcels.
3. The specific requirements of section 31-11 shall be governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval and may be modified as mutually agreeable and reasonable and appropriate pursuant to the terms of the applicable Project development agreement, except when annexed or incorporated.
4. All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to *the City* or accepted for ownership or maintenance by *the City* shall be perpetually maintained by the applicable owners or their agents through a special taxing district (existing or new), owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to *the City* Council Commission. Improvements for which *the City* agrees to accept maintenance responsibility shall be reviewed by the applicable *the City* service provider for compliance with adopted standards prior to approval.

Erda City

[] CHAIRMAN,
ERDA COUTNY COMMISSION

ATTEST:

[] CLERK / AUDITOR

BCP DEVELOPMENT LLC

JASON NIELSEN
TITLE: MANAGER

EXHIBIT A

Skywalk PC Boundary Legal Description

Beginning at the South $\frac{1}{4}$ corner of section 25, Township 2 South, Range 2 West, Salt Lake Base & Meridian; Thence N.0°07'49"E. along the $\frac{1}{4}$ section line 1448.81 feet; thence S.89°30'55"W. parallel to the south section line 2662.77 feet to the west section line; thence N.0°53'00"W. along the west section line 748.05 feet; thence n.53°40'45"e. 3207.08 feet; thence N.0°07'49"E. 33.32 feet; thence n.87°39'18"e. 181.10 feet; thence n.56°16'00"e. 1350.00 feet; thence south 749.69 feet; thence east 27.30 feet; thence s.0°02'38"e. 1321.78 feet; thence n.89°37'31"e. 339.41 feet; thence south 2462.92 feet to the south section line; thence s.89°30'55"w. along said section line 1680.45 feet to the point of beginning.

Note 1:

Legal description from survey completed by Region Engineering & Surveying in 2018.

Note 2:

As per PUD Concept Plan approvals, part of the adjacent LDS Church farm has PUD Concept approval for a church/school property.

EXHIBIT B

Skywalk Development Standards

Originating from Skywalk PUD Conditions of Approval

(A) Open Space and Common Areas

Open space includes parks, trails, natural areas, wildlife refuges, nature preserves, community gardens or farmland, which is established to provide recreational use and preserve recreational, agricultural, native vegetation, or other similar uses in the Skywalk PUD as approved by the Planning Commission. Common areas include landscaped areas (which may include landscaping around schools, colleges, and other civic buildings, as deemed appropriate by *the City* (Staff, Planning Commission, or *City Council*), athletic fields, gathering places such as plazas, commons, exterior courtyards, public recreational facilities, landscaped medians or park strips that exceed *City Code* standards, but do not include areas contained within a typical public street cross section. The applicable preliminary and final PUD standards and Project Specific Standards shall govern the use and character of the open spaces and common areas. The Skywalk PUD shall contain a minimum of 25 percent of the gross acreage in a combination of common areas and open space, of which 15% of the gross acreage shall be open space. These areas shall be designated in the applicable Project Plan and separately identified on any applicable final plat of subdivision or site plan. Open Space recorded as a lot or lots in subdivision or as common area in condominium plats and shall be maintained with open space or conservation easements or such other arrangement as is approved by the Planning Commission in connection with Project Plan or subdivision or condominium approval.

(B) Yard Requirements

Yard requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of these conditions of approval. The following minimum requirements shall apply in the Skywalk PUD:

1. Minimum yard areas shall be measured from the front, side and rear lines of lots, condominium private ownership yard areas (where building footprint is not recorded) or from accesses, driveways, or streets (where no property lines or private ownership yard areas exist).
2. Buildings may not be located within a public right of way or utility easement.

(C) Fencing, Screening, Clear Vision

Fencing, screening and clear vision requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of these conditions of approval. The following requirements shall apply in the Skywalk PUD:

1. All mechanical equipment, antennas, loading and utility areas, and trash receptacles shall be screened from view with architectural features or walls consistent with materials used

in the associated buildings as more specifically set forth in the applicable Project Specific Standards.

(D) Architectural Standards

Architectural requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval. The following architectural standards and requirements shall apply in the Skywalk PUD.

1. Architectural design of buildings and building materials shall be established in the Project Specific Standards.
2. All building materials shall be high quality, durable, and low maintenance.
3. The applicable Project Specific Standards shall address exterior relief of buildings, design of all sides of buildings, and architectural compatibility of buildings.

(E) Landscaping Requirements

Landscaping requirements shall be determined and governed by the applicable Project Specific Standards established pursuant to the requirements of these conditions of approval. The following landscaping requirements shall apply in the Skywalk PUD:

1. The applicable Project Specific Standards shall address the landscaping and proper maintenance of required front, side, and rear yards of lots and private ownership areas in the Skywalk PUD.
2. All areas of lots and parcels in the Skywalk PUD not designated for open space, parking, buildings, or other hard surfacing shall be landscaped and properly maintained. Designated open space shall remain in a natural condition, cultivated or landscaped, and properly maintained in accordance with the Project Specific Standards.
3. All park strips and public right-of-way areas in the Skywalk PUD shall be landscaped and properly irrigated and maintained by the applicable property owners in the Skywalk PUD unless otherwise approved by the *Planning Staff*, unless area is annexed or incorporated. All park strip areas shall be installed by the developer and properly maintained by the applicable owners in the Skywalk PUD. A plan for funding of on-going maintenance of street landscaping by the property owners shall be presented for approval by Staff at the time of site plan approval.

(F) Lighting

Lighting requirements shall be determined and governed by the Project Specific Standards established pursuant to the requirements of these conditions of approval.

(G) Environmental Design

To promote innovative stormwater management with an emphasis on the usage of practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat, *the City* encourages the incorporation of Low-Impact Development (LID), as appropriate.

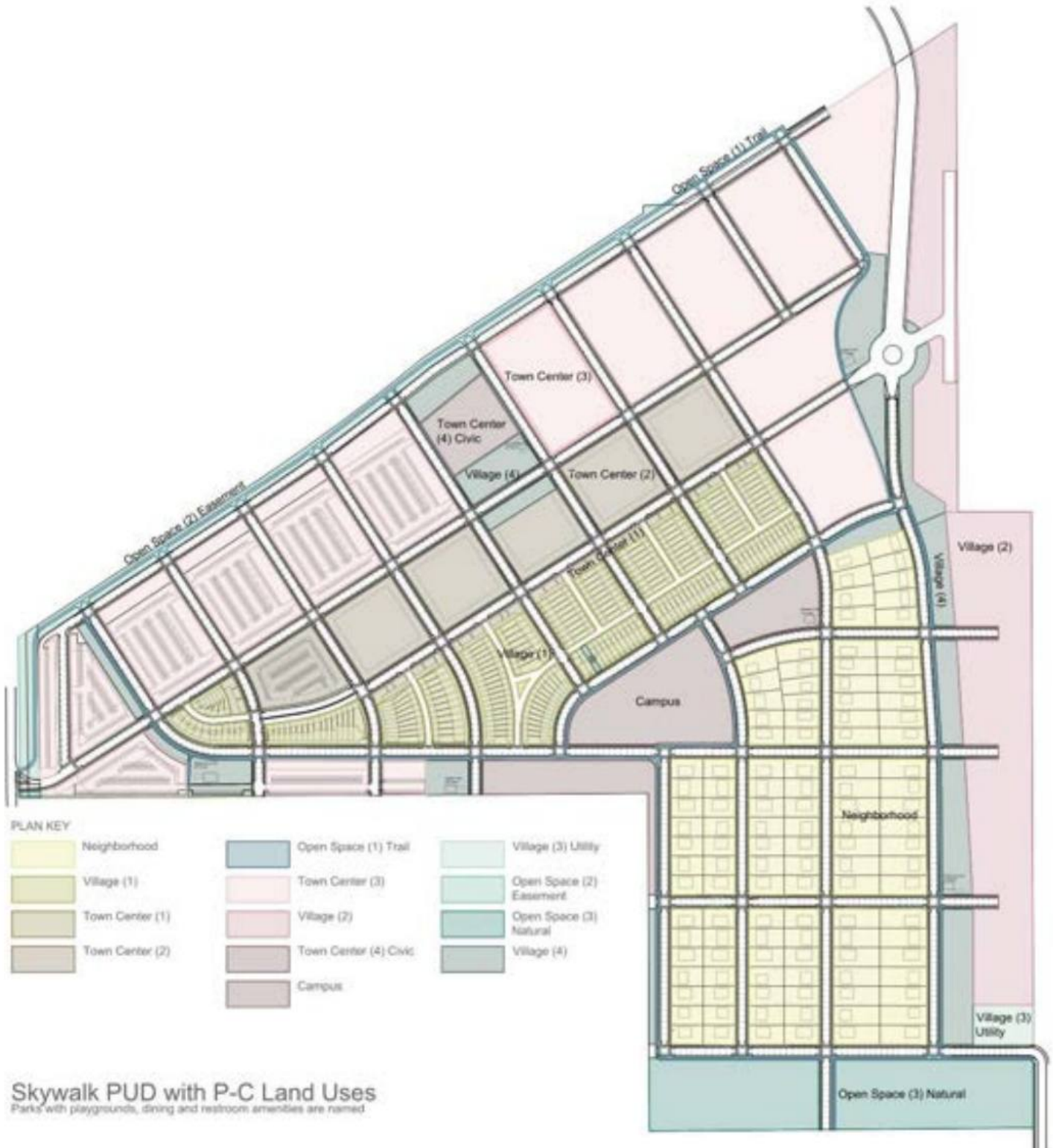
(H) Other Requirements

The following requirements shall apply in the Skywalk PUD:

1. All developments shall be graded according to *the City's* engineering and building requirements to provide adequate drainage, and shall include necessary observations and reports performed by a licensed professional (with applicable fees paid for by the applicant or developer) to verify adequate grading and drainage as built. Buildings shall be equipped with facilities for the discharge of all roof drainage onto the subject lot or parcel.
2. The applicable owners shall properly maintain all private areas of individual lots or parcels.
3. The specific requirements of section 31-11 shall be governed and may be modified as *the City Council* deems appropriate pursuant to the terms of the applicable Project development agreement.
4. All common area improvements including buildings, open space, recreational facilities, roads, fences, utilities, landscaping, walkways, street lights and signs not specifically dedicated to *the City* or accepted for ownership or maintenance by *the City* shall be perpetually maintained by the applicable owners or their agents through a special taxing district (existing or new), owners' association with power to assess and collect fees for maintenance or other assessment and maintenance mechanisms acceptable to *the City Council*. Improvements for which *the City* agrees to accept maintenance responsibility shall be reviewed by the applicable *City* service provider for compliance with adopted standards prior to approval.

EXHIBIT C

Skywalk Zoning Map

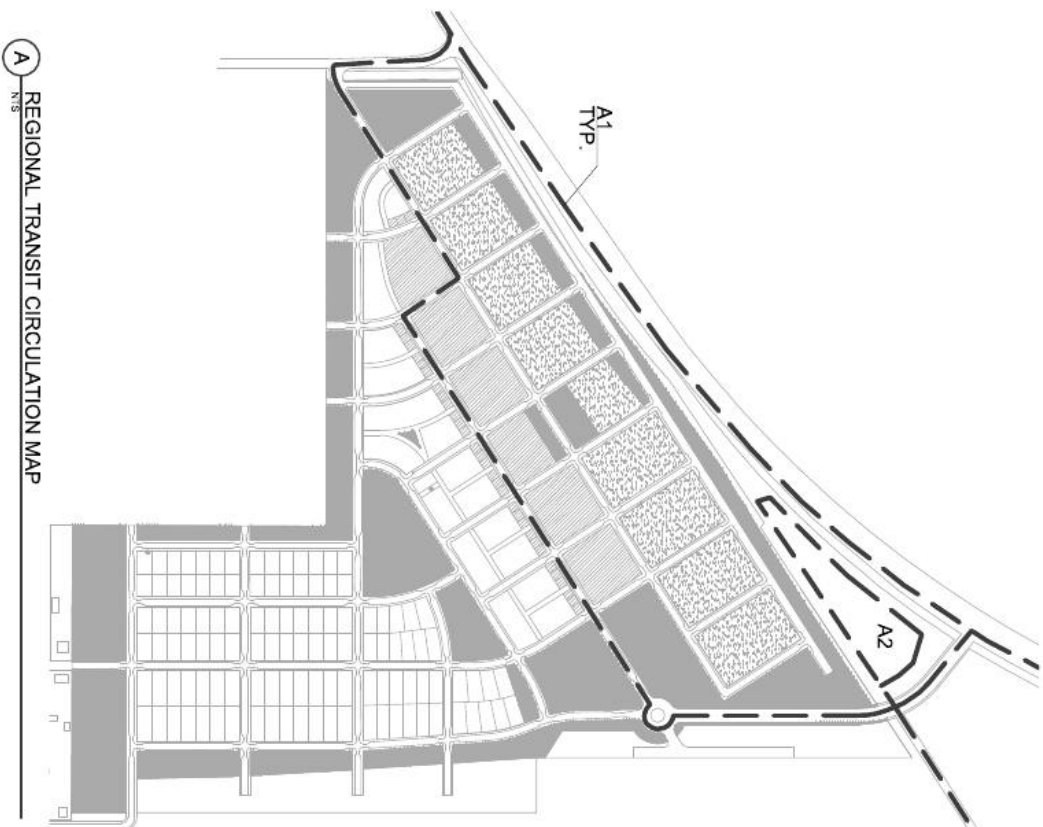
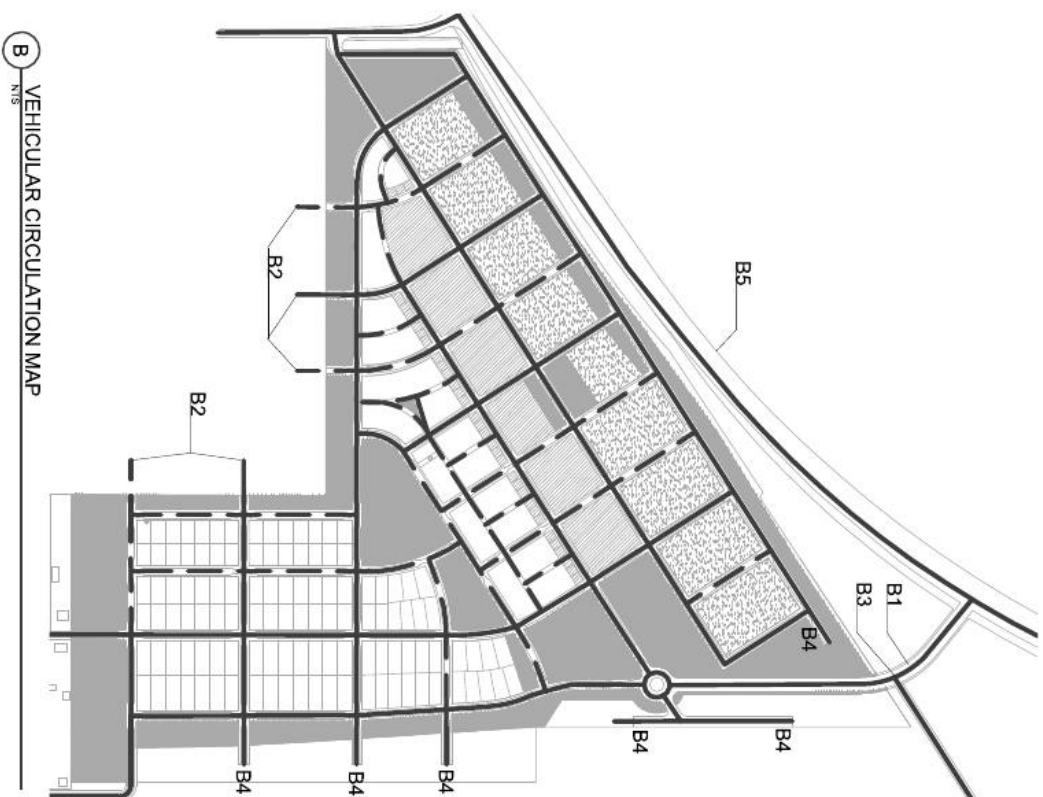




PROMOTING INSIGHTFUL PROGRESS IN ERDA

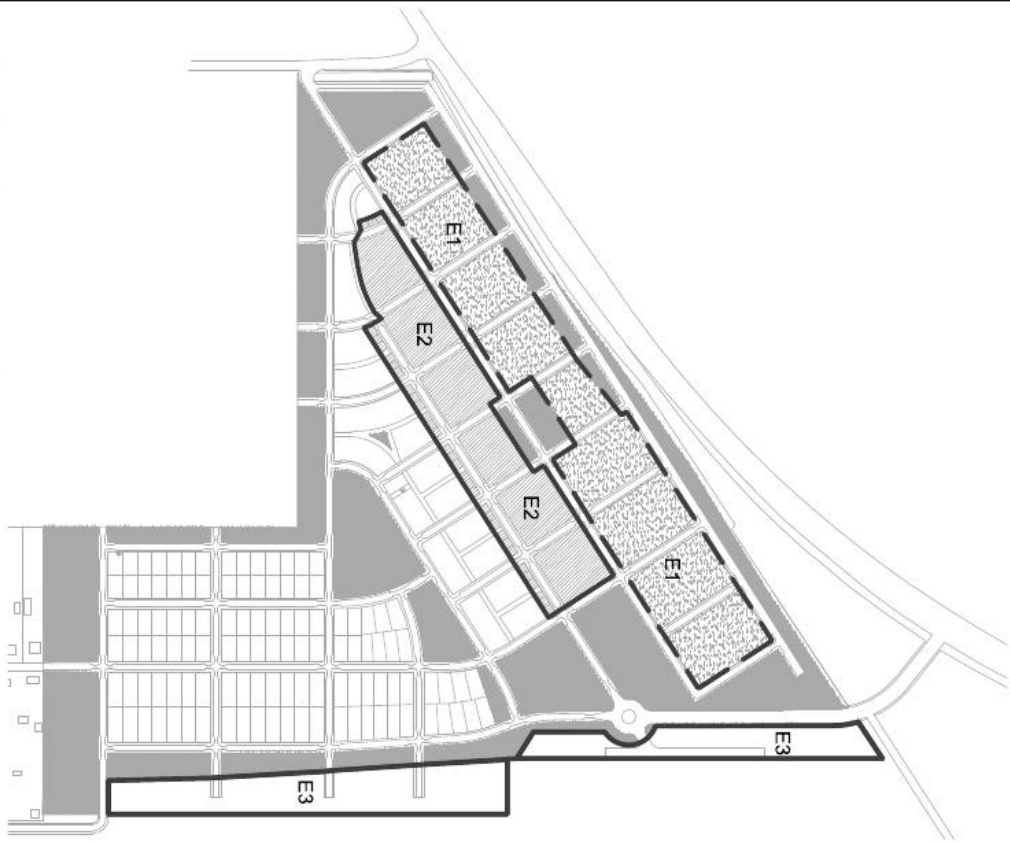
SKYWALK PUD CONCEPTUAL PLAN SET

PLAN SET

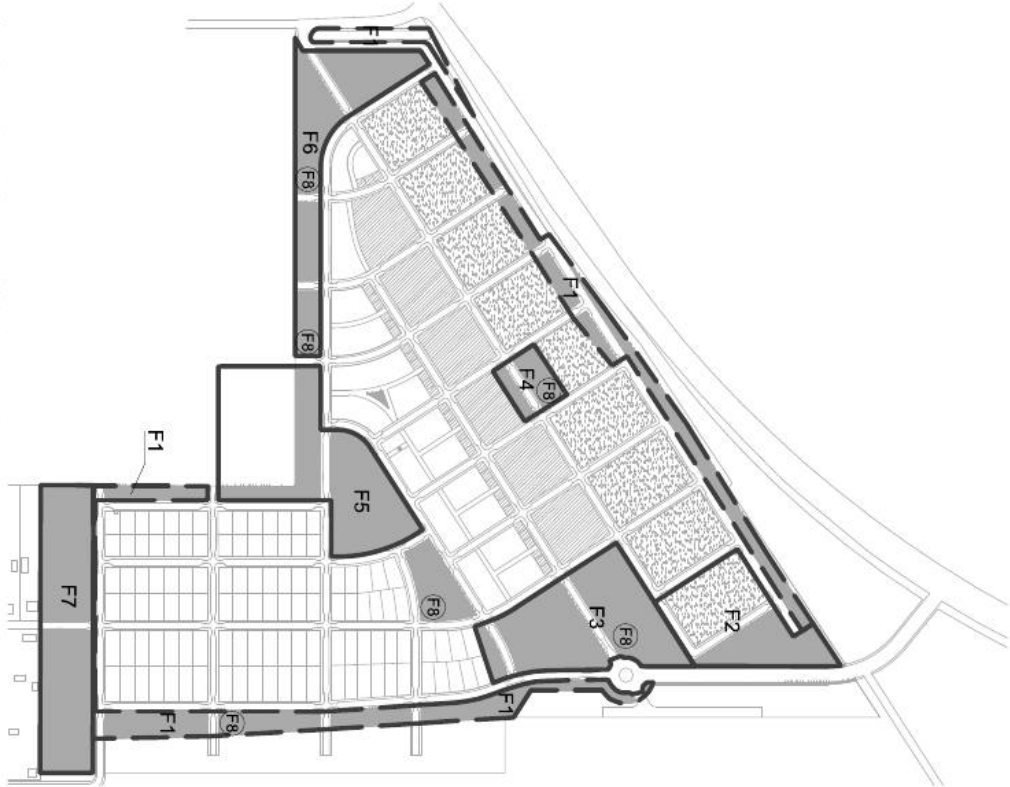


<p>Special Notes</p> <p>A1. PROPOSED EXPRESS INTERCITY BUS ROUTE FOR COMMUTER FROM PARK AND RIDE LOT 1 ON UDOT LAND</p> <p>B1. COLLECTOR MID VALLEY</p> <p>B2. PROPOSED NEIGHBORHOOD EXPANSION CONNECTIONS TO UDS PROPERTY</p> <p>B3. AFTER MID VALLEY INTERSECTION</p> <p>B4. ROUTES THAT TERMINATE INTO FUTURE PARKING LOTS OR</p> <p>B5. FUTURE MID VALLEY PHASE 1</p> <p>VEHICULAR CIRCULATION MAP KEY: SOLID LINES = TRUCK ROUTE AND FUTURE SCHOOL BUS ROUTE DASHED LINES = SHORL WHEELBASE (SEE APPENDIX)</p>	
<p>GENERAL PLANS</p> <p>2025-04-25</p> <p>DATE</p>	<p>Sheet</p> <p>G001</p>
<p>PROJECT NAME AND ADDRESS</p> <p>SOVIATNIK 10000 PARKWAY DRIVE AND PALMER RD EXTENSION ERDA TOWNE COUNTY UTAH 84074</p>	
<p>DESIGNER:</p> <p>BOB DRIVE/COMPONENT LLC</p> <p>400 S. 150 E. FLOOR 2</p> <p>PH: 766-4442</p>	<p>DATE</p>
<p>PROJECT NAME AND ADDRESS</p>	<p>DATE</p>

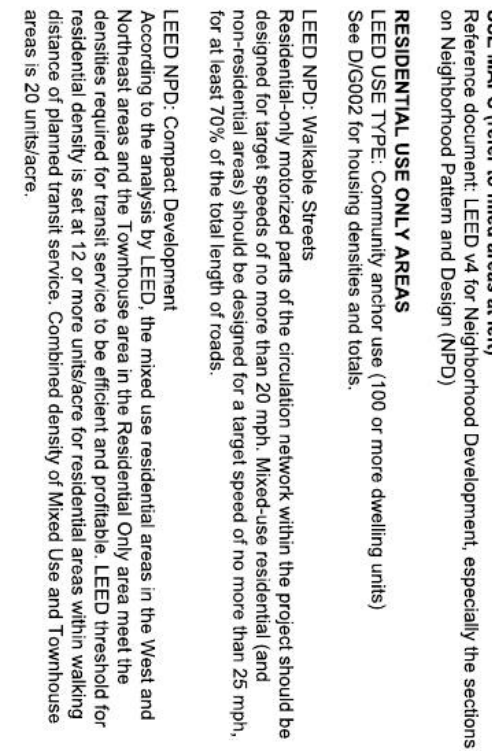
E NON-RESIDENTIAL LAND USE MAP



F OPEN SPACES AND ASSOCIATED NON-RESIDENTIAL USES MAP



<p>General Notes</p> <p>E1. GROUND FLOOR COMMERCIAL, AND SERVICES WITH UP TO 3 FLOORS ABOVE. EXCEPT FOR LANDMARK BUILDINGS SUCH AS TOWN HALL, LIBRARY, CHURCH, AND OTHER LANDMARK BUILDINGS, WHICH ARE EXCEPTED FROM THE 4-STORY LIMIT EXCEPT FOR LANDMARK BUILDINGS APPLICABLE IN THESE AREAS AS WELL.</p> <p>F1. PUBLIC PARK AND GREEN SPACE OF TRAIL SYSTEM. SEE ALSO CODE F2. PROPOSED AREA FOR VEHICULAR TRAIL NETWORK. SEE CODE F3. AREA PROPOSED FOR CULTURAL, CIVIC AND OTHER COMMUNITY USES COMBINED WITH PARK SERVICES. SEE CODE F4. PUBLIC PLAZA. SEE CODE F5. AREA PROPOSED FOR PARKS, AND WITH EDUCATIONAL, SCHOOLS, AND CHURCH USE. PARTIALLY ON LOG CHURCH LAND. PART OF SEVEN CONTIGUOUS TRAIL NETWORK.</p> <p>F6. FREE-STANDING NON-MIXED USES FOR SERVICES AND OTHER COMMERCIAL USES, COMBINED WITH PARK SERVICES AND OTHER CONTIGUOUS TRAIL NETWORK. SEE CODE F7. UNDEVELOPED OPEN SPACE APART 300 FEET WIDE. NO EXTENSION.</p> <p>F8. (B) CIRCLED LOCATION OF PARK FACILITIES: COVERED DINING WITH BARBECUE, RESTROOM, AND LOUNGE AREA.</p>	
<p>Project Name and Location</p> <p>SKYWAY, K. RICHARDS DAIRY AND PALMER RD. ERMA, TOOELE COUNTY, UTAH 84074</p>	<p>Project Number</p> <p>G003</p>
<p>Prepared By</p> <p>DESIGNER: BENTLEY SYSTEMS, INC. 300 S. 1350 E. FLOOR 2 LEHI, UT 84043 (801) 784-9442</p>	<p>Client</p> <p>TOOELE COUNTY</p>
<p>Scale</p> <p>1" = 100'</p>	<p>Map</p> <p>GENERAL PLANS</p>
<p>Map</p> <p>GENERAL PLANS</p>	<p>Map</p> <p>GENERAL PLANS</p>



Reference document: LEED v4 for Neighborhood Development, especially the sections on Neighborhood Pattern and Design (NPD)

LEED USE TYPE: Community anchor use (100 or more dwelling units)
See D/G002 for housing densities and totals.

Residential-only motorized parts of the circulation network within the project should be designed for target speeds of no more than 20 mph. Mixed-use residential (and non-residential areas), should be designed for a target speed of no more than 25 mph, for at least 70% of the total length of roads

According to a analysis by LEED, the mixed use residential areas in the West and Northeast areas and the Townhouse area in the Residential Only area meet the densities required for transit service to be efficient and profitable. LEED threshold for residential density is set at 12 or more units/acre for residential areas within walking distance of planned transit service. Combined density of Mixed Use and Townhouse areas is 20 units/acre.

Detached residential, large
Detached residential, small

Townhouse, large

Townhouse, small

Accessory dwelling unit, large

The following unit types are in

Dwelling unit in multiunit building

Dwelling unit in multiunit building

Dwelling unit in multiunit building

Dwelling unit in multiunit building

Dwelling unit in multiunit building

Dwelling unit in multiunit building

LEED NBD: Visibility and Impact

A minimum of 20% of resident

Units, in accordance with Opti-

LEED SLL: Housing and Jobs

The project as a whole meets

least 30% of the project's total

center is within 1/2-mile walk

These potential full-time equivalency

These potential difficulties equate

5
6
7

LEED NPD: Access to Civic an

All residential units meet the requirements of the International Building Code, 2003 Edition, with the following exceptions:

one civic and passive use spa

larger than 10 acres must have

LEED NPD Credit: Access to

These Civic and Public Space

1

	as at left)
	or Neighborhood Development, especially the sections
	design (NPD)
AS	Anchor use (100 or more dwelling units) and totals.
	of the circulation network within the project should be more than 20 mph. Mixed-use residential (and designed for a target speed of no more than 25 mph, h of roads.
	ent
	D), the mixed use residential areas in the West and use area in the Residential Only area meet the ce to be efficient and profitable. LEED threshold for more units/acre for residential areas within walking e. Combined density of Mixed Use and Townhouse
Affordability Housing Categories Provided:	
	the West and Northeast neighborhood areas): with no elevator, large with no elevator, medium with no elevator, small with elevator, 4 stories or fewer, large with elevator, 4 stories or fewer, medium with elevator, 4 stories or fewer, small
Crisis Design	units will comply with ICC A117.1, Type C Visitable is provided in the LEED standard.
oximly	
	a requirement of a residential component equating at uilding floor area, located such that its geographic cidental full-time equivalent jobs whose number equals g units in the project.
	ent jobs are all provided outside of the Residential Only
Public Space	
	quirement: "use entrances within $\frac{1}{4}$ mile walk of at least The spaces must be at least $\frac{1}{8}$ acre in area. ... Project median space size of at least 1 acre," excerpts from ic and Public Space are provided outside of the Residential Only area.

Contract Number																																															
1	A like-granted arrangement of rates to provide the required details to diversity of users for availability.																																														
2	For each area (Central West, US&S, East Coast, and Mid West), at least one rate should be provided, with 20 users a goal. This places the US&S within a 1 mile walk from any residential unit.																																														
3	Each rate should be provided separately from any US&S.																																														
4	Users are encouraged to take as little ground travel space as possible and provide a US&S type only if users can combine. Each US&S type may have a broad range of actual uses.																																														
USE TYPES AND CATEGORIES TABLE																																															
C&S (unpublished name and Design ID#)																																															
<table border="1"> <thead> <tr> <th>USE TYPE</th> <th>Category</th> </tr> </thead> <tbody> <tr> <td>Food Retail</td> <td>Supermarket</td> </tr> <tr> <td></td> <td>Grocery with produce section</td> </tr> <tr> <td></td> <td>Convenience store</td> </tr> <tr> <td></td> <td>Farmer's market</td> </tr> <tr> <td></td> <td>Hardware store</td> </tr> <tr> <td></td> <td>Other retail</td> </tr> <tr> <td>Services</td> <td>Bank, Entertainment Venue, etc. (e.g. family entertainment center, sports), Gym, health club, exercise studio</td> </tr> <tr> <td></td> <td>Laundry, dry cleaner</td> </tr> <tr> <td></td> <td>Child care (licensed)</td> </tr> <tr> <td></td> <td>Adult or senior care (licensed)</td> </tr> <tr> <td></td> <td>Community facilities, church and community facilities</td> </tr> <tr> <td></td> <td>Child care (unlicensed)</td> </tr> <tr> <td></td> <td>Culture and arts facility</td> </tr> <tr> <td></td> <td>Education facility (K-12, university, adult education center, vocational school, community college)</td> </tr> <tr> <td></td> <td>Medical clinic</td> </tr> <tr> <td></td> <td>Place of worship</td> </tr> <tr> <td></td> <td>Police or fire station</td> </tr> <tr> <td></td> <td>Public library</td> </tr> <tr> <td></td> <td>Special services center</td> </tr> <tr> <td></td> <td>Community anchor uses (100 or more full-time equivalent jobs)</td> </tr> <tr> <td></td> <td>Housing (100 or more dwelling units)</td> </tr> <tr> <td></td> <td>Source: LEED v4 Multisector Development, 2018</td> </tr> </tbody> </table>		USE TYPE	Category	Food Retail	Supermarket		Grocery with produce section		Convenience store		Farmer's market		Hardware store		Other retail	Services	Bank, Entertainment Venue, etc. (e.g. family entertainment center, sports), Gym, health club, exercise studio		Laundry, dry cleaner		Child care (licensed)		Adult or senior care (licensed)		Community facilities, church and community facilities		Child care (unlicensed)		Culture and arts facility		Education facility (K-12, university, adult education center, vocational school, community college)		Medical clinic		Place of worship		Police or fire station		Public library		Special services center		Community anchor uses (100 or more full-time equivalent jobs)		Housing (100 or more dwelling units)		Source: LEED v4 Multisector Development, 2018
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<p>For type and address</p> <p>DEVELOPER: B&B DEVELOPMENT LLC 1000 E. 17th Street, Suite 2 (907) 786-1442</p> <p>PROPERTY: RICHMOND DAIRY AND PALMER RD EXTENSION, EBR4, TOWNE COUNTY U7A016074</p>																																															
Order	Unit																																														
USE MAPS																																															
2025-05-15	G010																																														
NTS																																															

CENTRAL NEIGHBORHOOD EXAMPLE PHOTOS



Source: www.architect.com/projects, Kohn Harewood Elementary School, For Ark.



Source: <https://books.google.com>, Public Library, Marseille, France



Source: www.king.org, Copenhagen Center Aquatic Center, 2012 Temple formerly an LDS chapel.



Source: www.king.org, Copenhagen Center Aquatic Center, 2012 Temple formerly an LDS chapel.

WEST NEIGHBORHOOD EXAMPLE PHOTOS



Source: www.kona.com, Kona Family Park Restaurant in Kona, Hawaii



Source: www.kona.com, School Building and Dining Center, Kona, Hawaii



Source: www.kona.com, School Building and Dining Center, Kona, Hawaii



Source: www.kona.com, School Building and Dining Center, Kona, Hawaii

USE MAPS (refer to filled areas at left)
Reference document: LEED v4 for Neighborhood Development, especially the sections on Neighborhood Pattern and Design (NPD)

CENTRAL NEIGHBORHOOD AREA

This area is within $\frac{1}{2}$ mile walk of every residential unit on the entire Skywalk site. Emphasis for uses should be on services and uses that are unique to the entire Skywalk Development site, especially the unique uses that serve the immediate community.

This area includes residential mixed-use, see G010 for residential use notes.

Recommended priority uses for Central Neighborhood Area:

- Transit stops serving bus and bus rapid transit (see LEED L.T. Access to Quality Transit)
- Bicycle Facilities (see LEED L.T. Bicycle Facilities)
- Education facility (serving any age) NOTE: school campus sizes should be limited in footprint and multi-story if possible, see LEED NPD: Neighborhood Schools
- Outdoor and/or indoor recreation facility (see LEED NPD: Access to Recreation Facilities)
- Place of worship (Chapel, temple, etc.)
- Library
- Park including event space for Farmer's Market (see LEED NPD: Local Food Production)
- Housing (100 or more dwelling units)
- Commercial office (100 or more full-time equivalent jobs)
- (Others from the USE TYPES table to disperse other uses throughout the neighborhood.
- Goal is 20 or more different USES in this Central Neighborhood Area.)

WEST NEIGHBORHOOD AREA

This area is the most visible to passing traffic of the Skywalk site. The north edge of this neighborhood, along the frontage road, should house regional draw uses and those uses that serve the larger area.

Includes residential mixed-use, see G010 for residential use notes.

Recommended priority uses for West Neighborhood Area:

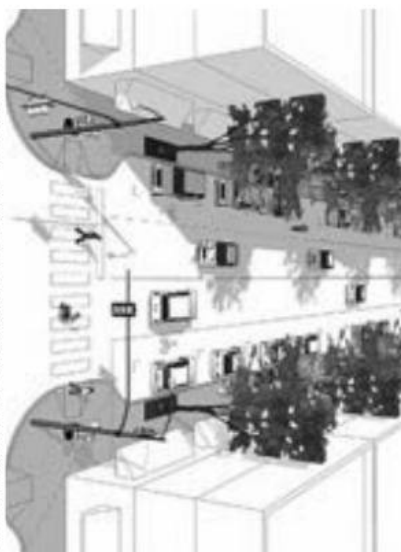
- Family entertainment venue (theater, aquarium, sports, etc.)
- Cultural arts facility (museum, performing arts)
- Gym, health club, exercise studio
- Government office that serves public on-site
- Post office
- Public park with events space
- Social Services center
- Housing (100 or more dwelling units)
- Commercial office (100 or more full-time equivalent jobs)
- (Others from the USE TYPES table to disperse other uses throughout the neighborhood.
- Goal is 20 or more different USES in this West Neighborhood Area.)

General Notes	
1. A fine-grained arrangement of uses with small footprints is required to achieve a high density of uses for walkability.	
2. For each area (Central, West, Northeast and Southeast), a min. of 4 uses, including at least one of the following, are required to be within a 1/2 mile walk from any residential unit.	
3. The recommended-use mix provides a variety of uses to serve the community and to create a vibrant, walkable neighborhood.	
4. Use of the USE TYPES table to select the appropriate use mix for each area.	
5. For every USE TYPE, only 2 uses can have a broad range of actual uses.	
USE TYPES AND CATEGORIES TABLE	
CATEGORY	USE TYPE
Food and Beverage	Supermarket
	Grocery with produce section
	Community-serving retail
	Farmer's market
	Hardware store
	Pharmacy
	Service/retail
	Bank
	Family Entertainment Venue (e.g. theater, sports)
	Community-serving retail
Community and Services	Community-serving retail
	Farmer's market
	Hardware store
	Pharmacy
	Service/retail
	Bank
	Family Entertainment Venue (e.g. theater, sports)
	Community-serving retail
	Farmer's market
	Hardware store
Education and Recreation	Community-serving retail
	Farmer's market
	Hardware store
	Pharmacy
	Service/retail
	Bank
	Family Entertainment Venue (e.g. theater, sports)
	Community-serving retail
	Farmer's market
	Hardware store
Commercial and Office	Community-serving retail
	Farmer's market
	Hardware store
	Pharmacy
	Service/retail
	Bank
	Family Entertainment Venue (e.g. theater, sports)
	Community-serving retail
	Farmer's market
	Hardware store
Public and Civic	Community-serving retail
	Farmer's market
	Hardware store
	Pharmacy
	Service/retail
	Bank
	Family Entertainment Venue (e.g. theater, sports)
	Community-serving retail
	Farmer's market
	Hardware store
Residential	Community-serving retail
	Farmer's market
	Hardware store
	Pharmacy
	Service/retail
	Bank
	Family Entertainment Venue (e.g. theater, sports)
	Community-serving retail
	Farmer's market
	Hardware store



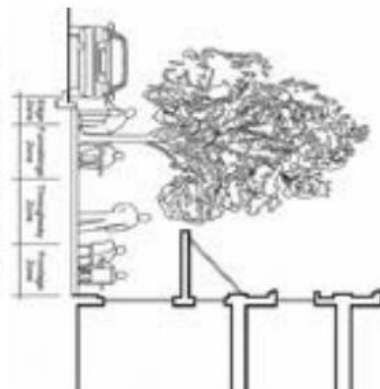
A PEDESTRIAN COMFORT STREET RATIOS

- NOTES:**
1. Diagram shows a street with an outdoor room. The most comfortable shape of the space is a ratio of 2:3 times as wide as high as defined by the faces of the buildings.
 2. For the creation of the outdoor street space it is important that buildings take the shape of a wall on the street side.
 3. The building facade creates public space at the street and protects private interior street spaces as well.
 4. Buildings should be built to the minimum setbacks throughout the Skywalk project site.



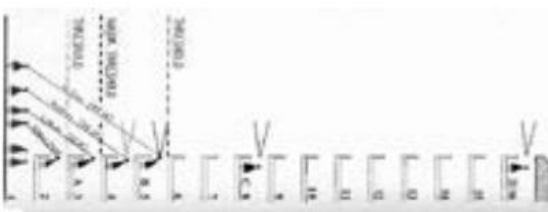
B TYPICAL MIXED USE AND COMMERCIAL ROAD

- NOTES:**
1. Diagram represents the typical mixed use or commercial building form center town street in Skywalk. This street provides walking areas for pedestrians along the buildings and building for crossing, parallel parking to provide a feeling of protection for pedestrians, bike lanes, and lanes for two-way traffic.



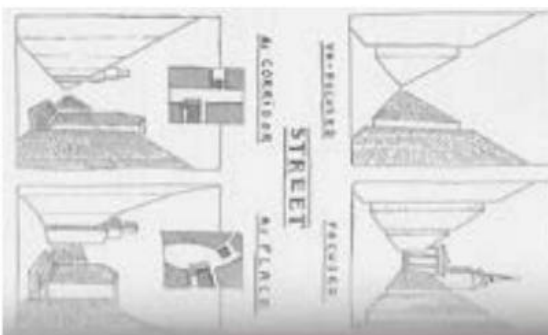
C STREETSIDE ZONES

- NOTES:**
1. Diagram represents the sidewalks in the mixed use, and commercial areas of Skywalk.
 2. According to LEED v4 Neighborhood Development, sidewalks in these areas should be at least 8 feet wide.
 3. The diagram shows a sidewalk with a tree and a building. The tree is planted in a sidewalk zone. This zone is necessary to provide shelter for pedestrians and to allow slow moving foot traffic for the success of the commercial space. Together with a large amount of glass on the ground level, the overhead cover at the sidewalk zone makes the pedestrian on the sidewalk part of the building.
 4. The design of the public sidewalk is the most crucial to the success of a working walking and biking neighborhood. See Source/Reference Document 5 for detailed design guidelines for successful walkable sidewalk spaces.



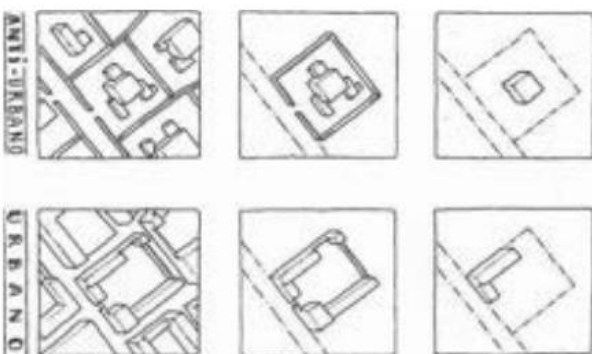
D STREET INTERACTION

- NOTES:** The diagram shows the limits of communication and interaction between the street and the building. The level 03 would represent someone on the roof patio of a residential 4-story or a commercial 4th story.



E LANDMARK LOCATIONS

- NOTES:** Buildings considered distinctive landmarks can create a landmark building. Landmark buildings may also covering the sidewalk, but they not block the sidewalk.



F BUILDING TO SHAPE SPACE

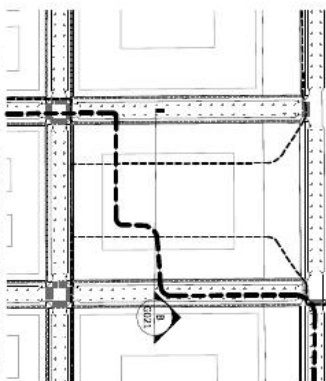
- NOTES:** The buildings not only create the shape of space on the street, but also create the shape of space on the sidewalk. The level 03 would represent someone on the roof patio of a residential 4-story or a commercial 4th story. Car entry should only interrupt the ground floor level of the buildings.

- General Notes**
1. General height limit of four stories does not apply to buildings constructed before 1990. Buildings constructed after 1990 are likely to be around 11 to 13 feet high. Buildings constructed after 1990 could be as high as about 2 feet. Buildings constructed after 1990 could be as high as about 2 feet. Buildings constructed after 1990 could be as high as about 2 feet.
 2. There should be no parking minimums on the Skywalk site, but maximums should be set. The maximums should provide the number of spaces they need to operate without interruptions. Developments on site should consider parking or walking and the dispersed street-side parking available.
 3. Tree-lined streets are a goal for the Skywalk project. The Skywalk project is a goal for the Skywalk project. The Skywalk project is a goal for the Skywalk project. The Skywalk project is a goal for the Skywalk project.

REFERENCE DOCUMENTS

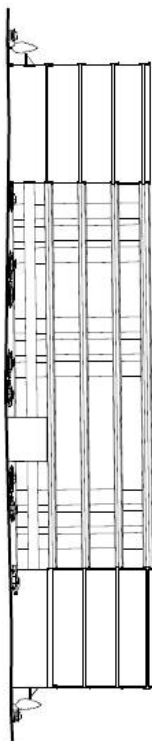
1. Designing Walkable Urban Neighborhoods: A Context Sensitive Approach. An ITE Recommended Practice. The Institute of Transportation Engineers. Available at: <http://www.ite.org>.
2. LEED v4 Neighborhood Development 2018. Author: LEED. Available at: <http://www.usgbc.org>.
3. Gehl, J. (2011). Life between buildings: Using public space. Washington, DC: Island Press.
4. Kohn, L., Trautman, D. A., & Hockel, P. J. (2009). The architecture of community. Washington, DC: Island Press.
5. Active Design Guidelines and Active Design Guidelines. The American Institute of Architects. Available at: <http://www.aiaa.org>.

No.	Reference/Source	Date
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SKYWALK RICARDO DARY AND PALMER RD ERDA, TOOLE COUNTY UTAH 84074		
ACTIVE TRANSPORT 2020-04-05 G020		
NTS		



- NOTES**
1. Interview of the author by a parking attendant by specific cars in the ground floor only, as well as the building's entrance.
2. The continuous wall of the building above is maintained and
3. Two continuous floors of residential space can be built in the floors
4. Any parking lot on the Slovak side would be hidden from view of the public street
5. The ground floor should be more open to pedestrian traffic than to cars
6. Minimize the number of entrances and exits for cars, *trucks*, *bicycles* and *walkers* for cars
7. The facade appearance of the building should appear as if it were designed by different artists frequently, even if the interior of the building is using many other interior
8. This improves walkability of the area by giving the street, street interest

A **TYP. MAIN STREET STYLE BLOCK - CIRCULATION**
 $\frac{1}{16}'' = 1'-0''$
 LARGE DASH - AUTO CIRCULATION, SMALL DASH - PEDESTRIAN OR CYCLIST

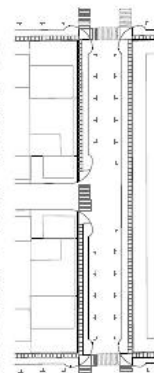


B SCHEMATIC MAIN STREET BLOCK SECTION
 $\frac{1}{80} = 1" = 0'$

1. The section shows a car accessing the motorist bay by way of an intersection in the ground floor at the right.
2. Continuous rings of building should be provided as much as possible to shape the street, provide continuous office space and to ensure private interior courtyards in the mixed use residential.
3. See C020 for more information about the design of the Streetlife or sidewalk space.



PHOTO - EXAMPLE OF HIDDEN PARKING LOT



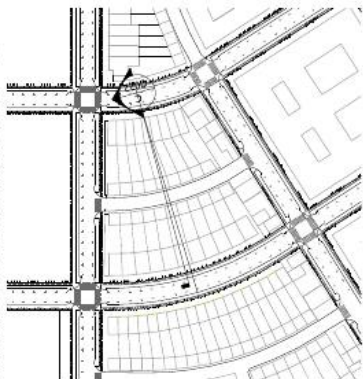
1. On the "Main Street Style" mixed use, the upper floor of the Large Townhouse Style mixed use can be connected over access to the interior block alley. A more detailed design will be required to determine the feasibility of this connection.
2. Alignment at the street side is important for the shape of the building at the rear corner. This will be determined by the street design and will not be used for the connection.
3. The Large Townhouses are of 2 types: 3 apartments or condos over commercial space, or 4 apartments or condos over commercial space.
4. In addition to on-street parking, it is planned that any needed additional spaces will come from the area to the sides of the end units and that buildings will be continuously connected in groups of 3.

D TYPICAL PLAN - LARGE TOWNHOUSE STYLE MIXED USE
 $R^2 = 0.10^*$



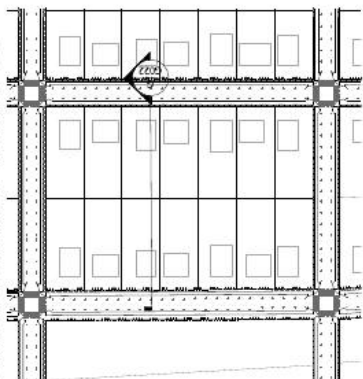
PHOTO - EXAMPLE OF TOWNHOUSE MIXED USE BUILDING TYPE

[illegible]



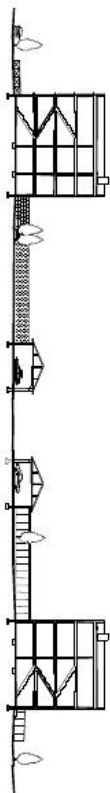
- NOTES:**
1. Each townhouse has a 2-car garage accessible from either side of a narrow rear alley. The rear alley is built for 2-way traffic at 28 feet wide. See A5300 for minimum emergency R.O.W. clearance in alley. No parallel parking can be permitted in the alley.
 2. Each townhouse has a rear yard for use as a garden, for use as a parking area, or for use as a rear yard. The rear yard is built for 2-way traffic at 28 feet wide. See A5300 for minimum emergency R.O.W. clearance in alley. No parallel parking can be permitted in the alley.
 3. Each townhouse has a private, enclosed backyard between the garage and the rear yard. The rear yard is built for 2-way traffic at 28 feet wide. See A5300 for minimum emergency R.O.W. clearance in alley. No parallel parking can be permitted in the alley.
 4. Townhouses are built to be a part of the city fabric with prominence and a more solid appearance than the detached houses.

A TYP. TOWNHOUSE STYLE BLOCK
H_T = 1'-0"

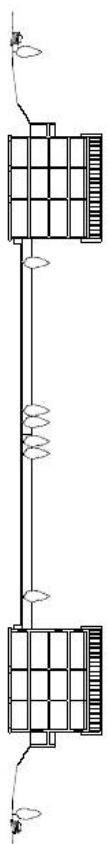


- NOTES:**
1. Detached houses and tree-lined streets work to create an outdoor room out of the street for a comfortable walking experience. They should form a line along the street to divide and define public and private space as much as possible. The shape of the detached houses should be designed to create a sense of enclosure and privacy.
 2. Detached houses should be designed to create a sense of enclosure and privacy. The shape of the detached houses should be designed to create a sense of enclosure and privacy.
 3. On-street parking is a nuisance for drivers.
 4. Street (sidewalk) shows that detached house blocks are related to other structures to sit (drive) above the main floor in order to permit an unobstructed view along the street.

E TYPICAL DETACHED HOUSE BLOCK
H_T = 1'-0"



B SCHEMATIC TOWNHOUSE BLOCK SECTION
H_T = 1'-0"



F SCHEMATIC DETACHED HOUSE BLOCK SECTION
H_T = 1'-0"



- NOTES:**
1. View is representative of the view from the garage looking toward the back of the townhouse.
 2. The backyards are fully enclosed and private.
 3. Source: <decor.com> Retrieved 1/24/13 NYC Townhouse

C EXAMPLE PHOTO - TOWNHOUSE PRIVATE BACKYARD
H_T



- NOTES:**
1. Each house has room for a semi-private enclosed front yard.
 2. One foot each side of the public walk must be kept clear, flat and available for a 6 foot wide effective foot path.
 3. Townhouses align at the minimum setback and are part of a shared structure.
 4. Townhouses are mixed in a series.
- Source: <decor.com> Retrieved 1/24/13 NYC Townhouse

C EXAMPLE PHOTO TOWNHOUSE SEMI-PRIVATE FRONT YARD
H_T



- NOTES:**
1. The detached houses should be built to align with each other along the minimum front setback (20 feet).
 2. One foot each side of the public walk should be maintained as open space, flat and available for a 6 foot wide effective foot path.
 3. The photo shows an ideal meeting of streets of the houses, and good alignment along the street, making an outdoor room of the street and clearly defining the public area and the private. The photo does not have a large a set back as will be used in the area of the detached houses in this project.
- Source: <www.coastalliving.com> Saint Rosa Beach, Florida

G EXAMPLE PHOTO - ALIGNED DETACHED HOUSES
H_T

General Notes
1. General height limit for four stories does not apply to buildings constructed before 1900. Buildings constructed after 1900 must be limited to four stories. Buildings constructed after 1900 must be limited to four stories. Buildings constructed after 1900 must be limited to four stories.
2. There should be no parking minimums on the sidewalk, but minimums should be provided for the number of spaces they need to operate without minimums. Developments on site should consider parking or walking and the dispersed multi-level parking systems.
3. Tree-lined streets are a goal for the city. The city should encourage the development of tree-lined streets in the residential areas where the buildings do not form a complete wall along the street. The street help to create the tree-lined streets and provide shade to pedestrians and are shown even to reduce crime.

REFERENCE DOCUMENTS

1. <i>Designing Walkable Urban Thoroughfares: A Context Sensitive Approach</i> , An ITE Recommended Practice, 4th Edition, 2004, Transportation Research Board of the National Academies Press. Available at: <http://www.ite.org>
2. <i>LEED v4 Neighborhood Development</i> , 2013, Author: LEED. Available at: <http://www.usgbc.org>
3. <i>LEED v4 Neighborhood Development</i> , 2013, Author: LEED. Available at: <http://www.usgbc.org>
4. <i>LEED v4 Neighborhood Development</i> , 2013, Author: LEED. Available at: <http://www.usgbc.org>
5. <i>Active Design Guidelines and Active Design Checklist</i> , 2013, Author: LEED. Available at: <http://www.usgbc.org>

PROJECT NAME AND ADDRESS
SKYWAY, RICHARDS DAIRY AND PALMER RD, ERIKA, TOOLE COUNTY, UTAH 84074
PROJECT NUMBER
G022
BY DRAWING

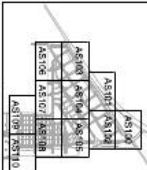
DATE:	
PROJECT #	
REVISIONS:	
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FUTURE MID-VALLEY
HIGHWAY

3407
L2007

STATE ROUTE 132

See Sheets Key Map

[illegible]

General Note

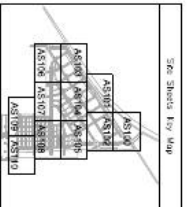
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SEE A150102
ARCHITECTURAL SITE PLAN - NORTHEAST
1" = 50'-0"

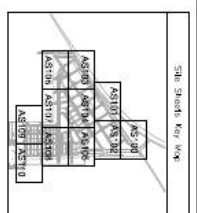
MATCHLINE

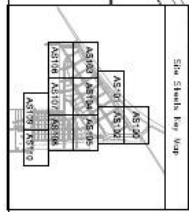
SPACE ALLEY

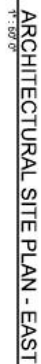
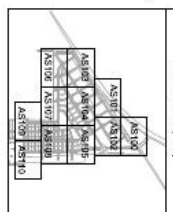
SKYWALK
RICHARDS DAIRY AND PALMER RD
EXTENSION
ERDA, TOOELE COUNTY
UTAH 84074

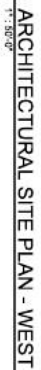
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Date 2025-09-25	
Scale 1" = 50'-0"	

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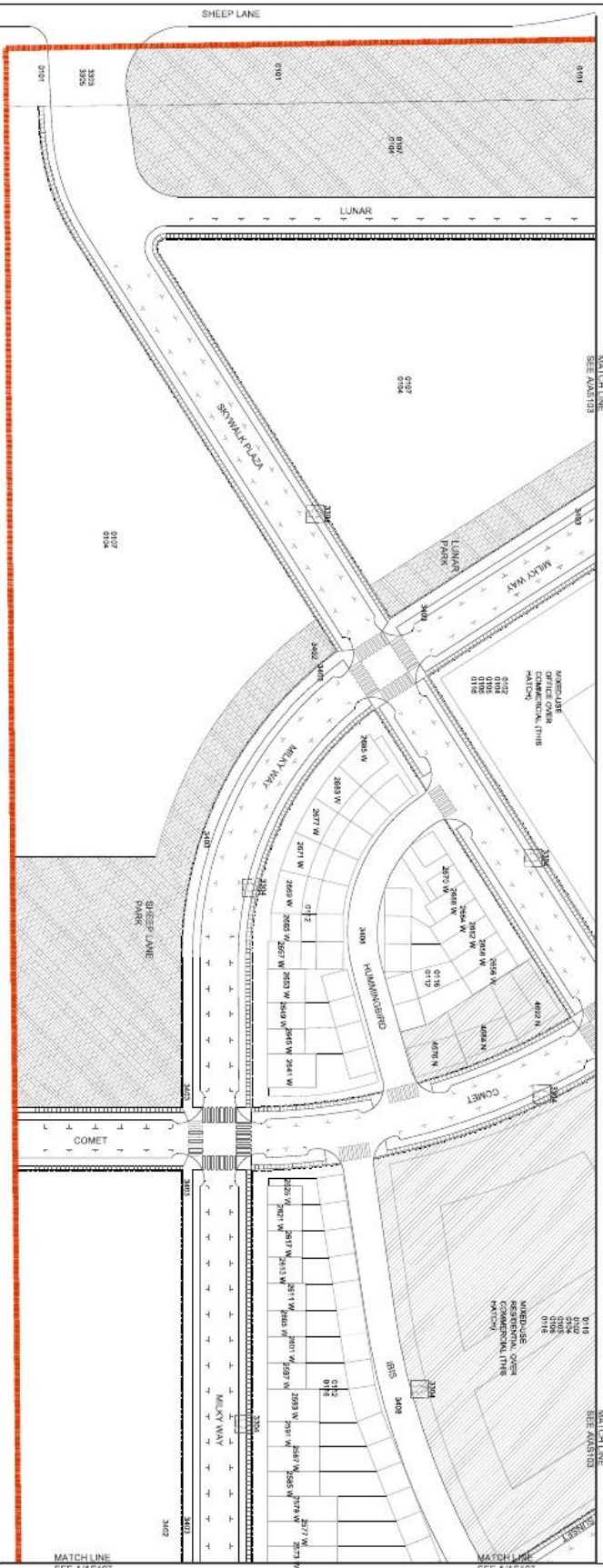
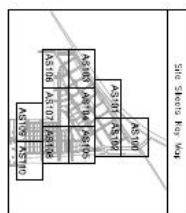
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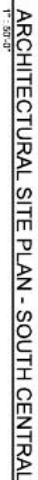
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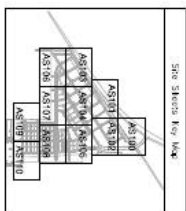
[illegible]

[illegible]

MATCHLINE
T-SEE-AVASTH88

MUSTANG
PARK
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0017
1207

EXISTING HOMES AND
OUT BUILDINGS

ARCHITECTURAL SITE PLAN - SOUTHWEST
1" = 50'-0"[illegible]

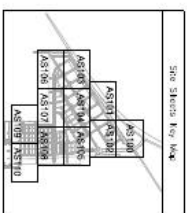
No.	Receptor/Issue	Code

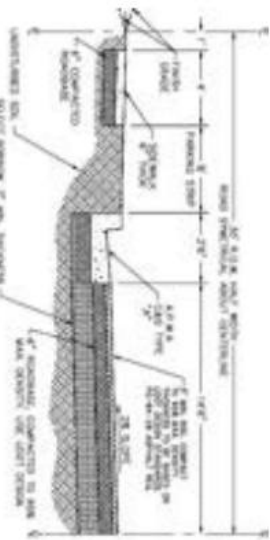
BCP DEVELOPMENT LLC
300 S. 1350 E. FLOOR 2
LEHI, UT 84043
(801)-766-4442

SKYWALK
RICHARDS DAIRY AND PALMER RD
EXTENSION,
ERDA, TOOELE COUNTY
UTAH 84074

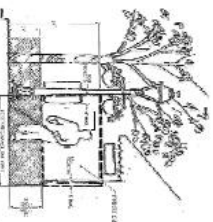
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温度	1 : 50.0°

AS109

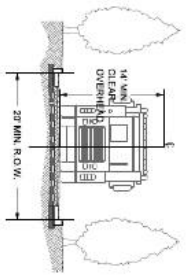
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A NEIGHBORHOOD STREETS WITH CURB & GUTTER
 1/4" = 1'-0"



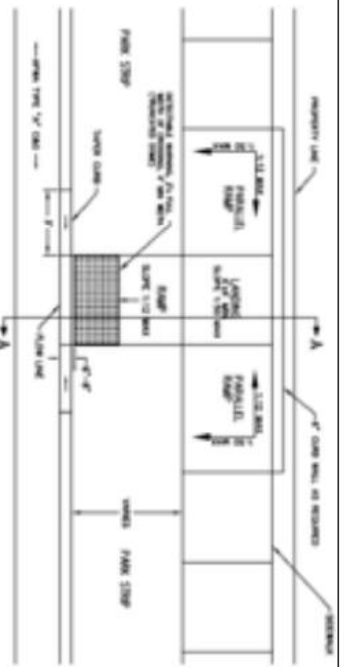
B PEDESTRIAN CLEARANCE ZONE SECTION
 1/4" = 1'-0"



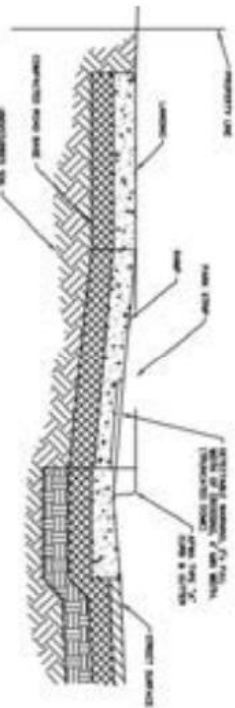
C MIN. EMERGENCY R.O.W.
 1/4" = 1'-0"

1. 60' WIDE ROADS TYPICAL, TOOELE COUNTY
2. NEIGHBORHOOD STREETS WITH PARKING STRIP, AS300 IS THE TYPICAL RESIDENTIAL AREA ROAD SECTION
3. PEDESTRIAN CLEAR ZONE, 20' WIDE, 2' MIN. ON MULTILANE TRAILS
4. 20' WIDE EMERGENCY R.O.W. FOR ROADS 15'-50' FEET LONG, REQUIRE 20' WIDE CLEAR, IF C

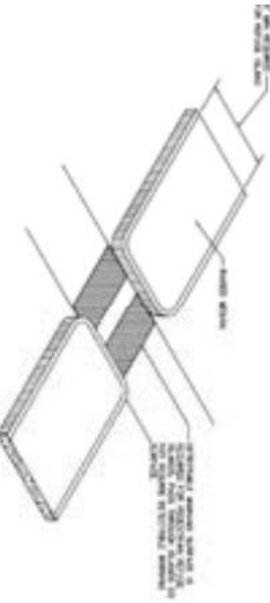
SECTION AS300	
VARIES BY SECTION	
SKYWALK RICHARDS DAIRY AND PALMER RD ERDA, TOOELE COUNTY UTAH 84074	
DEVELOPER: RICHARDS DAIRY AND PALMER LLC 300 S. 1500 E. FLORENCE LEHI, UT 84043 (801) 786-4442	
No. 101	Date 10/1/2020



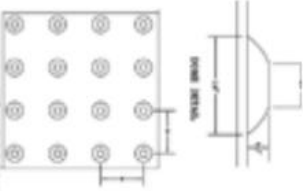
A ADA MID BLOCK CROSSING WITH PARK STRIP
 1" = 10'



C SECTION A-A - ADA RAMP
 N.T.S.



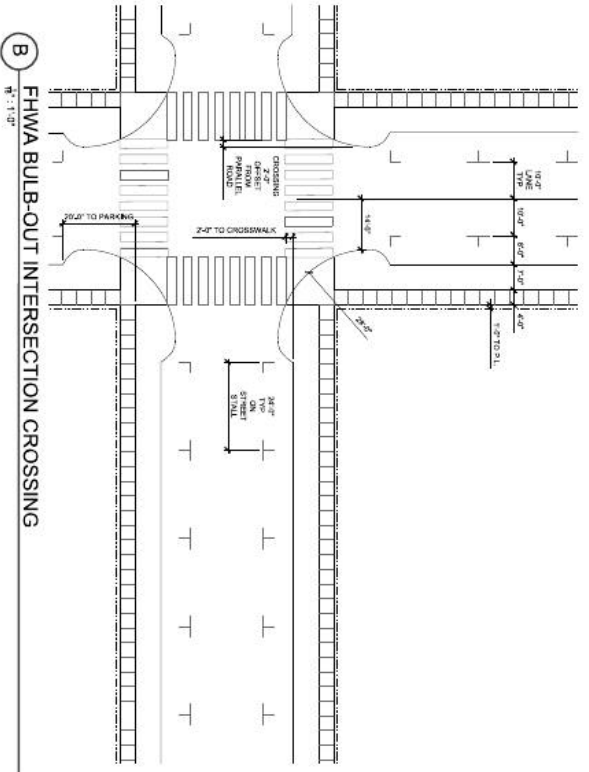
D ADA MEDIAN BREAK AT CROSSING
 N.T.S.



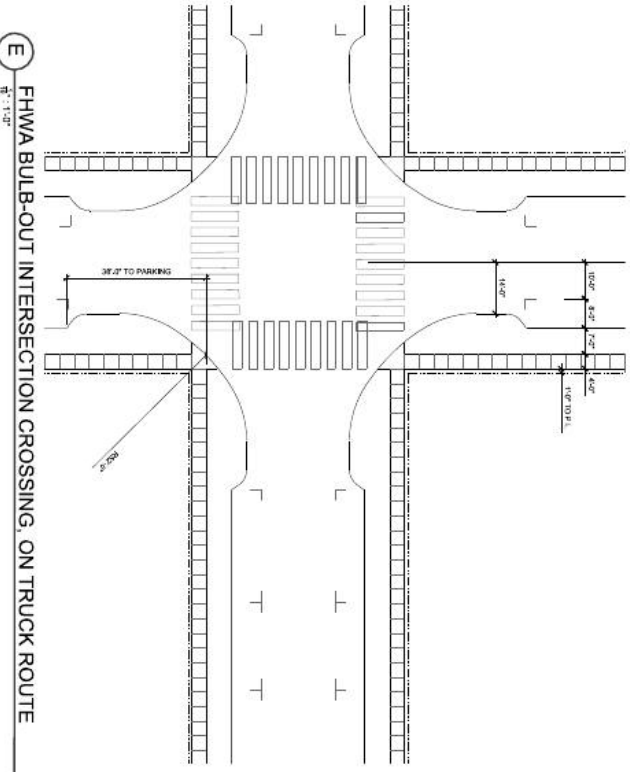
SLOPE TABLE

GRADE	MIN. SLOPE	MAX. SLOPE
1.0%	0.5%	1.5%
2.0%	1.0%	2.5%
3.0%	1.5%	3.5%
4.0%	2.0%	4.5%
5.0%	2.5%	5.5%
6.0%	3.0%	6.5%
7.0%	3.5%	7.5%
8.0%	4.0%	8.5%
9.0%	4.5%	9.5%
10.0%	5.0%	10.5%

NOTE: 1. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 2. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 3. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 4. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 5. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 6. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 7. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 8. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 9. SLOPE SHALL BE AS SHOWN IN THIS TABLE. 10. SLOPE SHALL BE AS SHOWN IN THIS TABLE.



B FHWA BULB-OUT INTERSECTION CROSSING
 1" = 10'



E FHWA BULB-OUT INTERSECTION CROSSING, ON TRUCK ROUTE
 1" = 10'

- 60' WIDE ROADS TYPICAL. TOOELE COUNTY NEIGHBORHOOD STREETS WITH CURB AND GUTTER SHALL BE 60' WIDE. 2. ROUNDOUTS SHALL BE 60' WIDE. 3. ROUNDOUTS SHALL BE 60' WIDE. 4. ROUNDOUTS SHALL BE 60' WIDE. 5. ROUNDOUTS SHALL BE 60' WIDE. 6. ROUNDOUTS SHALL BE 60' WIDE. 7. ROUNDOUTS SHALL BE 60' WIDE. 8. ROUNDOUTS SHALL BE 60' WIDE. 9. ROUNDOUTS SHALL BE 60' WIDE. 10. ROUNDOUTS SHALL BE 60' WIDE.

NO.	REVISION/REMARK	DATE
1	DESIGNED BY: [Name]	10/1/2023
2	CHECKED BY: [Name]	10/1/2023
3	APPROVED BY: [Name]	10/1/2023
4	DATE: 10/1/2023	
5	PROJECT: [Name]	
6	LOCATION: [Name]	
7	UTAH 64074	
8	UTAH 64074	
9	UTAH 64074	
10	UTAH 64074	

SKYWALK DISTRICT DESCRIPTIONS

[illegible]

(4)(2)(2) ACCESSORY BUILDING, 3 FT. AND OUTSIDE OF ANY EASEMENT

1	MAIN BUILDING 3.5 FT AND OUTSIDE OF
2	ACCESSORY BUILDING 3.5 FT AND OUTSIDE OF
3	ADJ.
4	CONCRETE FENCED IN
5	3 FT TO TRAILER WITH GARAGE
6	ADJACENT TO FT 3.5 FT BACK OTHER 3 FT
7	ADJACENT TO FT 3.5 FT BACK OTHER 3 FT
8	MAXIMUM BUILD HEIGHT 6 FT
9	MAXIMUM BUILD AREA 100 SQ FT
10	REQUIREMENTS
11	77. REQUIRED IMPROVEMENTS
12	1793 STREET GRADING
13	1794 STREET GRADING
14	1795 CURB AND DUTCH
15	1796 SIGNAGE
16	1797 SIGNAGE
17	1798 SIGNAGE
18	1799 SIGNAGE
19	1800 SIGNAGE
20	1801 SIGNAGE
21	1802 SIGNAGE
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99	1880 SIGNAGE
100	1881 SIGNAGE

(442) ACCESSORY BUILDING 3 FT. AND OUTSIDE OF
AN ESSENTIAL

(443) SOE YARD

(443A) MAIN BUILDING 0 FT.

(443B) ACCESSORY BUILDING 0 FT.

(444) CONFORM TO REQUIREMENTS

(444A) IS 1 FT FROM EACH FACE ON MAIN STREETS
IS 5 FT ON MAIN ST. AND 5 FT ON AN INTERIOR
BLOCK PARKING ACCESS ALLEY

[illegible]

1671 STREET GRADING
1671 STREET EAST

1961 BURN AND CUTTER
1964 BIDEWA K
1965 BASSAGE DRAINAGE FACILITIES
1966 CLIMBY WATER FACILITIES
1967 WASTEWATER DISPOSAL
1968
1969 (FORMAL ARCHITECTURAL CHARACTER) MUST BE
APPROPRIATE TO THE USE AND TO ADD TO THE
MUST MATCH IN ARCHITECTURAL STYLE, FINISH AND
MATERIALS. (FORMAL, FUNCTIONAL, MATERIAL, HISTORICAL
OR CASUAL NATURE)

GENERAL NOTES	
	SO-0 RESIDENTIAL DETACHED
	SO-4 RESIDENTIAL ATTACHED
	SO-6 RESIDENTIAL MIXED USE
	SO-8 RESIDENTIAL MIXED USE HIGH DENSITY
	SO-9 TOWN SYSTEM
	SO-10 NON-RESIDENTIAL MIXED USE
	SO-5 STORAGE WAREHOUSE, LIGHT INDUSTRIAL, BUSINESS, TO BUSINESS COMMERCIAL
	SO-3 OFFICE AND EDUCATIONAL
	SO-0 UTILITY
	SO-0 OPEN SPACE WITH ASSEMBLY
	SO-0 OPEN SPACE - NATURAL
	SO-0 OPEN SPACE AND PARKS
	SO-0 OPEN SPACE AND PARKS
NOTES: THERE IS NO PUBLIC OPEN SPACE ALLOWED ZONING	
	SO-0 TOWN SYSTEM
	SO-0 UTILITY
	SO-0 OPEN SPACE WITH ASSEMBLY
	SO-0 OPEN SPACE - NATURAL

DATE	REVISION/ISSUE	DRAWN
1/10	Revised/Issue	

PREPARED BY: DEVELOPER PROJECT NAME: RESIDENTIAL 110 ADDRESS: 209 S. 19TH E. FLOOR 2 CITY: LEHI, UT 84043 PHONE: (801) 736-4442	PROJECT NAME: SNOWALK PROJECT TYPE: SNOWALK, DART AND PALMER RD EXTENSION PROJECT LOCATION: EROLA, TOOELE COUNTY UTM: 44974
--	---

ZONING: TABLETS DATE: 2015-04-25	SHEET: V600
---	--------------------

PARK RESTROOMS



PUBLIC TOILETS IN TEE DOW PARK BY JACQY BLOOMAL ARCHITECTS
SOURCE: ARCHIDAILY.COM, ACCESSED 2/13/2018

PLAYGROUND AREAS



THE PULP PARK BY CERRA IN KILGER PARK BY CERRA
SOURCE: DIVERSIMIL.COM/ARCHITECT, ACCESSED 2/13/2018



WILD PLAY GARDEN BY ASPECT STUDIOS STONEY AUSTRALIA
SOURCE: WORLDJUNGLECAMPAIGN/ARCHITECT.COM, ACCESSED 2/13/2018



MODERN PLAYING PARK
SOURCE: MODERN.COM, ACCESSED 2/13/2018



WOOD AND DISCOVERY AT ANGERMAN, BELLEVUE PARK
BY JAMES COOPER'S FIELD OPERATIONS
SOURCE: WORLDJUNGLECAMPAIGN/ARCHITECT.COM, ACCESSED 2/13/2018

PARK PAVILIONS WITH BARBECUE AREAS



DIXON WATER TOWER/CLINT JERRY PAVILION BY LAKE PLATO, IN TEXAS
SOURCE: LAKEPLATO.COM/ARCHITECT/CONSERVATION, ACCESSED 2/13/2018



MOSS CREEK LUXURY LOO AND TIMBER FRAME
COVERED DINING (WITH RESTROOMS)
SOURCE: <http://www.mosscherry.net>, ACCESSED 2/13/2018



TIMBER FRAME COVERED DINING SOURCE:
<http://www.thetimberloot.com/real-estate/2017/11/15/timberloot-lvns>,
ACCESSED 2/13/2018



DINING PAVILION WITH FIREPLACE
SOURCE: SOURCE.COM, ACCESSED 2/13/2018

- Copyright 2018
1. PUBLIC PARK STRUCTURES INCLUDED
 2. SEE 2007 FOR MINIMUM BUILDING
 3. SEE AREA MAPS FOR LOCATION
 4. SEE GENERAL SHEETS FOR PARK FACILITY CONDITIONS PROVIDED

PROJECT NAME AND ADDRESS	
DEVELOPER:	AS900
PROJECT NAME:	AS900
PROJECT ADDRESS:	AS900
PROJECT CITY:	AS900
PROJECT STATE:	AS900
PROJECT ZIP:	AS900
PROJECT PHONE:	AS900
PROJECT FAX:	AS900
PROJECT EMAIL:	AS900
PROJECT WEBSITE:	AS900
PROJECT CONTACT:	AS900
PROJECT NOTES:	AS900