

**CITY OF SARATOGA SPRINGS  
CITY COUNCIL WORK SESSION  
AGENDA**

Tuesday, October 27, 2015

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

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**Councilmembers may participate in this meeting electronically via video or telephonic conferencing**

**City Council Work Session**

**5:00 p.m.**

1. Discussion of the Rezone/General Plan Amendment and Concept Plan for Lexington Green.
2. Discussion of the Trails Maintenance Policy.
3. Agenda Review:
  - a. Discussion of City Council policy agenda items.
  - b. Discussion of future City Council policy and work session agenda items.
4. Adjourn to Policy Session.



**Lexington Green**  
**Rezone, General Plan Amendment, Concept Plan**  
**Tuesday, October 27, 2015**  
**Work Session**

<b>Report Date:</b>	Tuesday, October 20, 2015
<b>Applicant:</b>	LaVar Christensen
<b>Owner (if different):</b>	Concord Holding LC & Christensen Holdings LC
<b>Location:</b>	NW Corner Pony Express & Foothill Blvd
<b>Major Street Access:</b>	Pony Express
<b>Parcel Number(s) and size:</b>	58:034:0472, 17.794 acres 58:034:0471, 5.231 acres 58:034:0469, 17.624 acres 58:034:0468, 2.928 acres Total: 43.577 acres
<b>General Plan Designation:</b>	Medium Density Residential & High Density Residential
<b>Zone:</b>	R-6 and R-18
<b>Adjacent Zoning:</b>	RA-5, A, PC
<b>Current Use:</b>	Vacant
<b>Adjacent Uses:</b>	Vacant, Agriculture, Institutional
<b>Previous Approvals:</b>	Annexation and Purchase Agreement, 2009
<b>Previous Meetings:</b>	None
<b>Land Use Authority:</b>	City Council
<b>Type of Action:</b>	Rezone / GP: Legislative Concept: Administrative (informal feedback)
<b>Future Routing:</b>	Planning Commission & City Council
<b>Planner:</b>	Kimber Gabryszak, AICP

**A. Executive Summary:**

The applicant, LaVar Christensen, is requesting approval of a General Plan Amendment and Rezone to realign the portions of property designated as High Density Residential and R-18, Medium Density Residential and R-6, to rezone the R-6 acreage to R-10, and to designate a portion of property as RC to permit development of a gas station and convenience store. The applicant is also requesting informal feedback on the related concept plan, outlining 511 apartments, townhomes, mansion home units, and large lots, as well as a gas station.

**Recommendation:**

**Staff recommends that the City Council conduct a work session, discuss the proposal, and give the applicant feedback on the proposed rezone, General Plan amendment, and concept plan.**

**B. Background:** The property was annexed into Saratoga Springs in 2009. At around the same time, the purchase agreement entitled the applicant to 252 apartments on 12 acres, with reference to other development options for the remaining ~32 acres. As a result, a portion of the property was zoned R-18, and the remainder R-6, based on estimates of the approximate location of the apartments and remaining development.

In addition to the apartments, the applicant has proposed 259 units on the remaining acreage, as well as a small piece of commercial development, for a total of 511 units as shown in the attached concept plan (exhibit 4). A portion of the apartments have been shifted from the originally contemplated layout; the applicant is requesting approval of a rezone and General Plan amendment to shift the land use designations and zones, and rezone as needed, according to the revised layout.

**C. Specific Request:** The applicant is requesting approval of a rezone and General Plan amendment to relocate the R-18 zone, rezone the majority of the remaining property from R-6 to R-10, and rezone a small portion to RC for the following development:

- 252 Apartments on 12 acres
- 256 Townhomes and 3 estate lots on ~31 acres
  - 78 alley-load townhomes
  - 154 front-load townhomes
  - 24 mansion townhomes
  - 3 estate lots
- 1.6 acres of commercial for a gas station / convenience store
- 10.8 acres of open space (overall ~24.5%)

**D. Process:** Section 19.17 outlines the process for rezones and General Plan amendments, which include a public hearing and recommendation by the Planning Commission, followed by a public hearing and decision by the City Council.

**E. Community Review:** This item has been noticed on the agenda for a work session only. Future public hearings will be held with the Planning Commission and City Council, and prior notice of such hearings will be posted and mailed to all property owners within 300 feet.

**F. Review:**

In addition to Code review, Staff has provided applicant with the following feedback:

1. The concept plan is not printed to scale, therefore setbacks, lot widths, and other required information cannot yet be verified.
2. The property backs Lehi Fairfield Road. While the purchase agreement anticipated its abandonment or dead-ending, such changes are no longer anticipated. Lehi-Fairfield will now remain as a neighborhood access road, and the concept plan should be revised to access this road to ensure appropriate neighborhood interconnectivity per Section 19.12.
3. Staff recommends that orientation of the project be rotated so that the “front door” faces Pony Express. The current primary access alignment will be superseded by future road widening and potential freeway development on Foothill.

4. The agreement references an equivalent density to the R-6 zone on the remaining acreage, while the concept plan includes R-18 with a density of ~8 units per acre. The density may be a discussion point with the Planning Commission and City Council.
5. The agreement does not contemplate commercial on the corner of Pony Express and Foothill. This is a legislative decision by the City Council and may be a discussion point.
6. There may be inadequate pressure available for culinary and secondary water at this time.

**G. General Plan:** A portion of the property is designated High Density Residential, and the remainder is designated as Medium Density Residential (exhibit 3).

### **High Density Residential**

**Staff conclusion:** consistent. While the layout has slightly changes, the acreage and density remain the same as originally approved. The proposed density was granted through a previous agreement, and while higher than 18 units per acre, is within the maximum of 24 units per acre. The project includes stacked units with a large amount of open space, and the buildings will be reviewed for high quality materials. See designation description from the General Plan below:

d. **High Density Residential.** The High Density Residential designation is intended to identify specific areas in the City where high levels of activity are anticipated and access to major transportation facilities is available.

Densities in the High Density Residential areas will typically range from 14 to 18 units per acre while they may reach as high as 24 units per acre in limited situations. Planned Unit Developments are encouraged in these areas.

Attention to design will be essential as site and structural plans are prepared for High Density projects. Properties developed in the High Density residential areas shall provide substantial amenities. The use of high quality materials in all aspects of High Density Residential developments construction will be mandatory.

Developments are to be characterized by a combination of stacked and side-by-side multi-family structures with urban streets and Developed Open Space. Projects shall be designed so as to complement the surrounding land-uses. Developments in these areas shall contain landscaping and recreational features as per the City's Parks and Trails Element of the General Plan.

### **Medium Density Residential**

**Staff conclusion:** up for discussion. The previous agreements contemplate a similar density to the R-6 zone, which is within the Medium Density Residential range. The applicant is proposing R-10, which is also within the Medium Density Residential range, however is higher than contemplated in the agreements. The proposed unit types are consistent with the designation; the majority are side-by-side Townhomes, with a number of Mansion homes and three larger single family lots. These units also provide a transition from the adjacent R-18 development. See designation description from the General Plan below:

c. **Medium Density Residential.** The Medium Density Residential designation is provided as a means of allowing for residential developments at higher densities in neighborhoods that still maintain a suburban character. This area is to be characterized by density ranging from 4 to 14 units per acre that may include a mixture of attached and detached dwellings. Planned Unit Developments may be permitted in the Medium Density Residential areas.

The main application of this designation should be in areas where the City desires to create a functional transition from one land-use to another. While some multi-family structures may be permitted in a stacked

form, the majority of any attached dwellings should be designed in a side-by-side configuration. Developments in these areas should be constructed with urban streets and useable recreational features and lands. Developments in these areas shall contain landscaping and recreational features as per the City's Parks and Trails Element of the General Plan. Open spaces may be comprised of both Natural and Developed Open Spaces.

### **Regional Commercial**

**Staff conclusion:** up for discussion. The proposed location is not part of a functional conglomeration of commercial activities, nor will the surrounding area develop in a commercial manner, however access is provided from current and future major transportation facilities and the location may be appropriate for the proposed use.

**h. Regional Commercial.** Regional Commercial areas shall be characterized by a variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. Developments located in Regional Commercial areas shall be designed so as to create efficient, functional conglomerations of commercial activities.

As Regional Commercial areas are to be located in close proximity to substantial roadways, careful consideration shall be given to the arrangement of structures and other improvements along those corridors. Consideration shall also be given to the existing or potential availability of mass transit facilities as sites in this designation are designed.

Among the many tenants anticipated in these areas are large destination oriented businesses. With that in mind, individual sites shall be designed so as to make automobile access a priority. Even so, specific areas for pedestrian activity shall be designated and appropriately improved. Plazas and other features shall be provided as gathering places which should be incorporated so as to make each site an inviting place to visit.

Developments in these areas shall contain landscaping and recreational features as per the City's Parks and Trails Element of the General Plan.

### **H. Code Criteria:**

Note: the information below is for the Council's reference, and Staff will provide further analysis and recommendations when the item returns for a public hearing and decision.

#### **Rezone and General Plan Amendment:**

Section 19.17 outlines guidelines for consideration of changes to the General Plan or zone designations. Such decisions are legislative, and therefore the criteria below are not binding:

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

- 1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;*
- 2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;*
- 3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and*
- 4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.*

**Concept Plan:**

19.04, Land Use Zones

**Note: review is based on proposed zones; does not comply with current zoning**

- Zone – RC, R-18, R-10
- Use - **Complies**
  - 1. Apartments – Permitted in the R-18 zone
  - 2. Townhomes – Permitted in the R-10 zone
  - 3. Large Lot Single Family – Permitted in the R-10 zone
  - 4. 2 & 3 Family Dwellings – Permitted in the R-10 zone
  - 5. Convenience store: Permitted in the RC zone
  - 6. Automobile Refueling Station: Conditional in the RC zone
- Density – **Complies**
  - 1. R-10:
    - Townhomes, Mansion homes, and Large lots
    - 259 units on 31.1 acres, 8.4 units per acre
  - 2. R-18:
    - Apartments
    - 252 units on 12 acres, 21 units per acre
    - Does not comply with current zoning, but complies with density granted in agreement in 2009
- Setbacks – **Will be reviewed at time of Plat & Site Plan.**
  - 1. RC: Front 20', Side and Rear 30' when adjacent to Residential or Agriculture, Side and rear adjacent to all other zones 20', rear along arterial 40'
    - CC may grant one 10' exception
  - 2. R-10: Front 25', Side 5', Rear 20', corner front 20', corner street side 15'
  - 3. R-18: Front 25', Side 5', Rear 20'; corner front 20', corner street side 15'
- Lot width, size, coverage – **Can Comply**
  - 1. RC:
    - Minimum lot size 20,000 sq.ft.
    - Maximum lot coverage 50%
  - 2. R-10:
    - Minimum lot size 5,000 sq.ft.
    - Width 50', Frontage 35'
    - Maximum lot coverage 50%
  - 3. R-18:
    - Minimum lot size 5,000 sq.ft.
    - Width 50', Frontage 35'

- Maximum lot coverage 50%
  - 4. To be verified at time of Site Plan and Plats
- Dwelling/Building size
  - 1. Appears to comply, will verify at time of Site Plan and Plats
- Height
  - 1. RC: Maximum 50'
  - 2. R-10: Maximum 35'
  - 3. R-18: Maximum 35'
  - 4. Verified at time of Site Plan and enforced at building permit
- Open Space / Landscaping – ***Appears to Comply***
  - 1. RC: minimum 20%, with specific standards for landscaped areas along public streets
    - Information not provided
  - 2. R-10: minimum 20%
    - Proposing 6.3 acres, or 20.25%
  - 3. R-18: minimum 20%
    - Proposing 4.5 acres, or 37.5%
  - 4. All to be verified at time of Site Plan
- Sensitive Lands
  - 1. N/A - verified at time of Plat & Site Plan
- Trash - Verified at time of Site Plan & Plat

**Other Code Sections**

Requirements for parking, landscaping, lighting, subdivision layout, access, and more have been reviewed to the greatest extent possible based on conceptual layout, and feedback provided to the applicant. More in depth review occurring at the preliminary plat and site plan stages, when specific plans are provided.

**I. Recommendation and Alternatives:**

Staff recommends that the City Council conduct a work session, discuss the proposal, and give the applicant feedback on the proposed rezone, General Plan amendment, and concept plan.

**J. Attachments:**

- 1. City Engineer’s Report (pages 7-8)
- 2. Location & Current Zone Map (page 9)
- 3. Aerial (page 10)
- 4. Concept Plan (two pages) (pages 11-12)
- 5. Rezone Plan (page 13)
- 6. Applicant Rezone and General Plan Explanations (pages 14-15)
- 7. Applicant Letter dated 10/19/2015 (pages 16-18)
- 8. Purchase Agreement signed 10/2/2009 (pages 19-42)

## City Council Staff Report

**Author:** Jeremy D. Lapin, City Engineer  
**Subject:** Lexington Green – Concept Plan  
**Date:** October 22, 2015  
**Type of Item:** Concept Plan Review



### Description:

**A. Topic:** The applicant has submitted a concept plan application. Staff has reviewed the submittal and provides the following recommendations.

### B. Background:

*Applicant:* LaVar Christensen  
*Request:* Concept Plan  
*Location:* NW Corner Pony Express and Foothill Blvd  
*Acreage:* 43.577 acres - 511 lots/units

**C. Recommendation:** Staff recommends the applicant address and incorporate the following items for consideration into the development of their project and construction drawings.

### D. Proposed Items for Consideration:

- A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.
- B. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.
- C. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.
- D. Incorporate a grading and drainage design that protects homes from upland flows.
- E. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

- F. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.
- G. It is possible that the existing culinary and secondary water systems may not be able to provide adequate pressure to the entire project area. Currently it appears there is no available secondary water capacity in this area of the City. A new reservoir in pressure zone 2 may be needed as well as additional secondary water source to ensure the proposed development can meet the minimum level of service without negatively impacting existing development.
- H. Several master planned culinary, secondary, sewer, and storm drain facilities are planned on this property. Developer shall coordinate with the City's master plans to accommodate the required infrastructure. It appears that to comply with the City's Master Plans, 16" culinary and secondary water mains should be installed along Foothill Blvd (800 West) and connect to the existing stubbed mains at Talus Ridge Dr.
- I. Pony Express Parkway is an Arterial road and as such the accesses onto Pony Express Parkway shall be spaced a minimum of 660 feet for a full movement access and a minimum of 330 feet for a right in/right out access. Note that driveways are prohibited on Arterial roads.
- J. Foothill Boulevard (800 West) is a Collector Road and as such the accesses should be spaced a minimum of 500 feet for a full movement access and a minimum of 250 feet for a right in/right out. Note that driveways are discouraged on Collector roads.
- K. All interior local roads shall have a minimum radius of 200 feet at the centerline.
- L. Ensure all cul-de-sac's meets City standards which can be found on the City's website at [saratogaspringscity.com](http://saratogaspringscity.com).
- M. The Culinary Main should be extended along the project frontage on Pony Express to the projects east and west limits.
- N. Some portions of this project may have difficulty obtaining sewer service if the existing main in Maria Way is too shallow.





# Lexington Green

Aerial Photograph

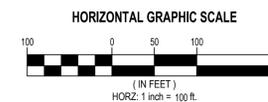
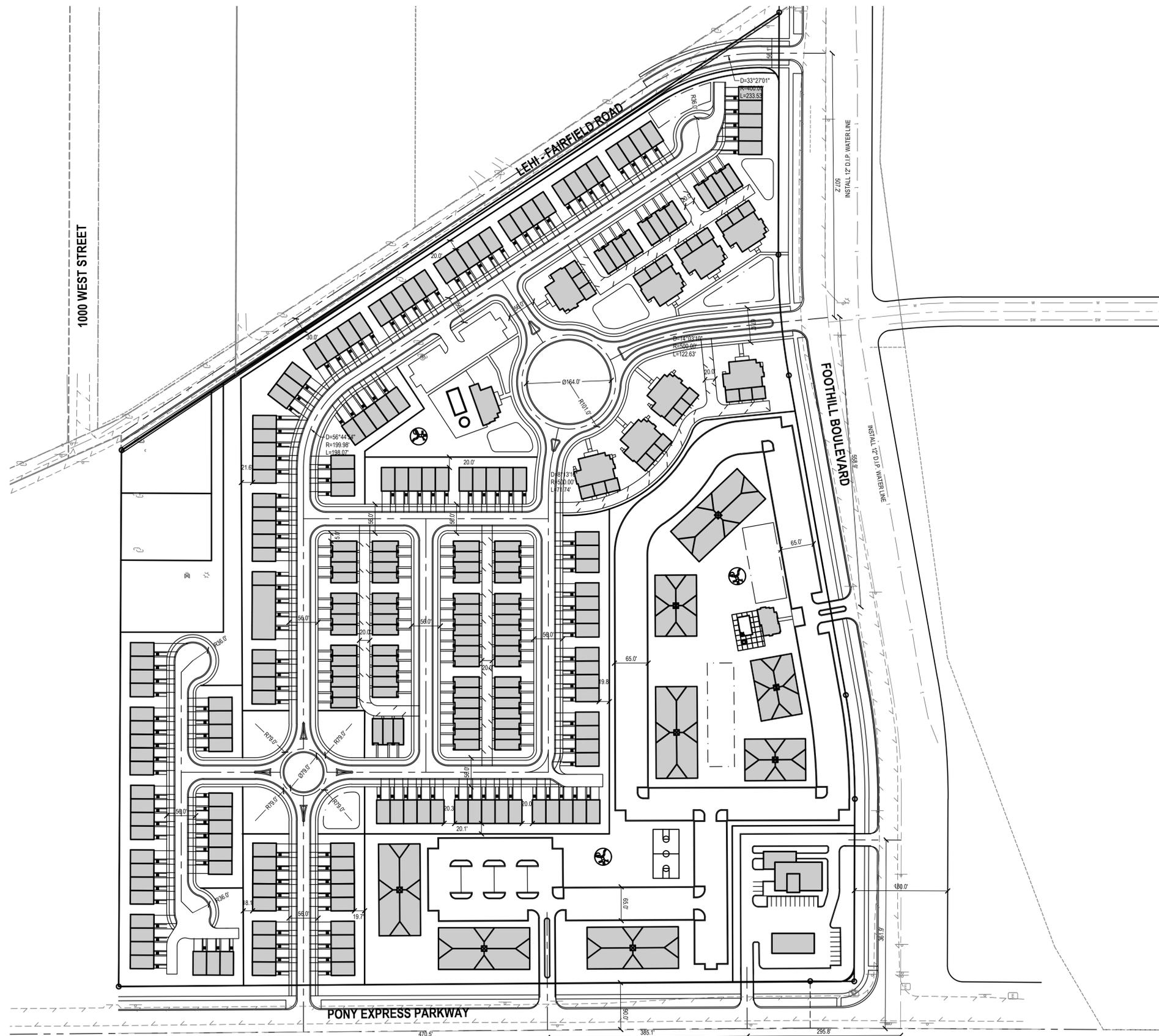


R-10 Zoned Area	Acres	Lots/Units	Density (DU/Ac)	OS (Acres)
Large Lots	1.9	3	1.6	
Townhomes Summary	29.2	256	8.8	
Alley Loaded TH		78		
Mansion TH		24		
Front Loaded TH		154		
R-10 Subtotal	31.1	259	8.4	6.3
R-18 Zoned Area	Acres	Lots/Units		OS (Acres)
Multi-Family Res	12.0	252	21.0	4.5
NC Zoned Area	Acres	Lots/Units		
Neighborhood Comm	1.6			
Total Area	Acres	Lots/Units		OS (Acres)
	44.7	511	11.4	10.9

# Lexington Green Concept Plan

September 1, 2015  

**stevemplan** 1750 East Janella Way  
Sandy, UT 84093  
Stephen G. McCutchan (801) 557-6945  
land planning urban design stevemplan@gmail.com



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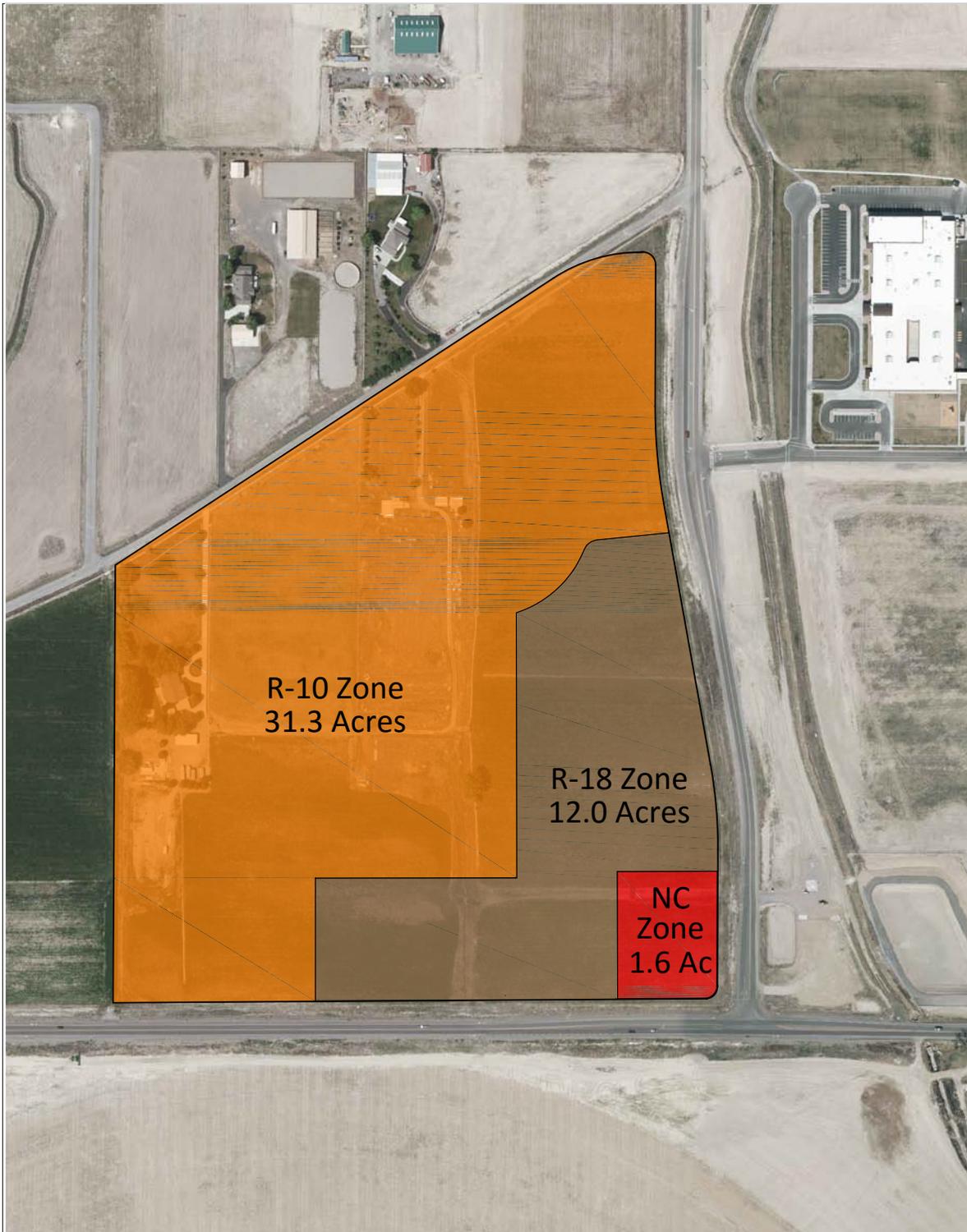
**LEXINGTON GREEN**  
**900 WEST PONY EXPRESS PARKWAY**  
**SARATOGA SPRINGS, UTAH**

**SITE PLAN**

PROJECT NUMBER: 6535  
PRINT DATE: 9/9/15  
DRAWN BY:  
CHECKED BY:

PROJECT MANAGER:

**C-100**



R-10 Zoned Area				
	Acres	Lots/Units	Density (DU/Ac)	OS (Acres)
Large Lots	1.9	3	1.6	
Townhomes Summary	29.2	256	8.8	
Alley Loaded TH		78		
Mansion TH		24		
Front Loaded TH		154		
<b>R-10 Subtotal</b>	<b>31.1</b>	<b>259</b>	<b>8.4</b>	<b>6.3</b>
R-18 Zoned Area				
	Acres	Lots/Units	Density (DU/Ac)	OS (Acres)
Multi-Family Res	12.0	252	21.0	4.5
NC Zoned Area				
	Acres	Lots/Units	Density (DU/Ac)	OS (Acres)
Neighborhood Comm	1.6			
<b>Total Area</b>	<b>44.7</b>	<b>511</b>	<b>11.4</b>	<b>10.9</b>

# Lexington Green Rezoning Plan

August 25, 2015  

Compatibility with Land Use Map. Include a statement addressing how the proposed amendment is consistent with the Saratoga Springs Land Use Element of the General Plan and how changed conditions make the proposed amendment necessary to fulfill the purposes of Title 19.

The application is not at this time consistent with the Land Use Element of the General Plan and we have filed a concurrent application to amend the General Plan Land Use Element accordingly.

The property is currently designated as Medium Density Residential and High Density Residential consistent with the boundaries of a rezoning that was performed several years ago. The Concept Plan that we are proposing at this time revises the boundary line between the Medium Density Residential and High Density Residential, but does not change the acreages. The Concept Plan also includes 1.6 acres of Neighborhood Commercial zoning.

The conditions have changed because the areas of the two residential zoning have been updated and the commercial has been added to respond to the increase traffic due to the completion of Pony Expressway and the construction of the middle school and high school.

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

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;

*We are concurrently request a minor change in the General Plan to realign the boundaries of the Medium Density and High Density Residential boundaries and have added 1.6 acres of Neighborhood Commercial. The spirit of the General Plan will not be changed by the proposed rezoning.*

2. The proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;

*The rezoning will change areas zoned R-6 to R-10 and permit the development of a single family attached neighborhood. This change is consistent with the Development Agreement signed between the City and property owner in the past and being done to formalize the development provisions of the Development Agreement.*

3. The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

*The rezoning requested is consistent with the general purposes and intent of the City ordinances because it formalizes the development provisions of a Development Agreement.*

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

*The proposed rezoning will both create a master planned community comprised of trails and parks and other open spaces and create more affordable housing for families looking to purchase homes in Saratoga Springs.*

# *Concord Holdings, LC*

**The Christensen Building  
11693 South 700 East, #150  
Draper, UT 84020  
Phone: (801) 572-9878  
Fax: (801) 572-9267  
lavarlawoffice@gmail.com**

To: The Honorable Mayor of Saratoga Springs and Members of the City Council  
From: LaVar Christensen  
Date: October 19, 2015  
Re: Work Session for Lexington Green General Plan Amendment, Zone Change and Concept Plan

We will be making our presentation to the City Council on Tuesday, October 27, 2015 at the recommendation of the Planning and Engineering Staff. Lexington Green is a master planned community on 44.7 acres located on the northwest corner of Pony Express Parkway and Foothill Boulevard. This development has been carefully planned over several years following the City's request in 2009 for the land desired to create Foothill Boulevard and Pony Express Parkway. This resulted in a reduction from what was originally 55.8 acre property to the current 44.7 acres. (The City acquired approximately 11.1 acres to construct Pony Express Parkway and Foothill Boulevard and the water facility at the southeast corner of those two connecting points.) The sale of the property to the City is reflected in the October 2009 agreement between the City and Concord. It includes important assurances regarding future zoning and development of the property, which we now seek to implement. We have submitted the necessary applications to amend the General Plan, rezone the property and approve the Concept Plan as needed.

Please consider the following as part of our presentation:

The City did not have sufficient funds in 2009 to pay the full appraised price of the land, which the City requested for the new roads and which also would require multi-family construction on the remaining property. The City thus offered to provide Concord Holdings with additional benefits through zoning, fee reductions and other considerations in furtherance of future development of the remaining property. These considerations are outlined in the October 29, 2009 Real Estate Purchase and Sale Agreement. The 252 apartment units on 12 acres are specifically identified and the balance was pledged as "comparable density" as needed to buffer the impact of the new roads. At the time, a minimum zoning of "not less than" R-6 (under the City's then existing PUD ordinance) was included but subject to a more specific and enhanced final determination at time of actual plat submission. Much more than the current reduced R-6 entitlements was mutually anticipated and intended at that time. We have modestly proposed a current R-10 zone change to create the most attractive combined site plan.

Our agreement with the City contemplates that the approved and completed apartments will buffer or "back up" to the new roads, which we are anxious to landscape and beautify. (They are currently subject to limited City maintenance and are functional but not as attractive in their present form.)

Section 4 of the Agreement states that the City shall enter into a Master Development Plan and Development Agreement, which shall include but is not limited to the general descriptions set forth in the 2009 Agreement. It was mutually acknowledged at that time (and was a material consideration in the transfer of property to the City and the agreement that was reached) that the terms of the October 2009 agreement were preliminary groundwork. They were, effectively, an “agreement to agree” in the future as our development plans can be finalized. We sincerely appreciate the goodwill and cooperation of the City’s professional staff as we have worked together to reach this point and commence the final platting process.

Please note that in addition to the clearly stated 252 apartments on 12 acres, it is also understood that the remainder of the property will be similarly zoned and developed as needed to buffer the full impact of the adjoining roads and compensate Concord for the full value of the land and resulting severance impact on the remaining property. We have discussed this in the past with the City Attorney, and, in good faith, submit the subject proposal to you at this time. We do so in the spirit of our continuing agreement and with a sincere desire to contribute to the community. We are especially mindful of the neighboring schools and the City’s impressive growth and the beautiful quality of life, which it provides for its citizens.

Additional assurances and points in our agreement, which we ask the City to please honor and help us achieve include the following express provisions:

“Concord has expressed a desire to be able to place future buildings in such a manner as to provide a buffer from traffic and noise to the remainder of the development”

[The City] acknowledges that this issue has been identified as a future development concern and agrees it will review and take into account any development proposals that reasonably address this issue.

In lieu of significant additional cash payment due and owing for the land conveyed to the City, fees are to be reduced. For example, Impact Fees for the apartments are to be not more than \$8,000 per unit and are estimated to be in the range of \$6,000.

Subsequent to the execution of the 2009 Real Estate Purchase and Sale Agreement, the City has, at times, changed its zoning ordinances. However, we are vested and “grandfathered”. We appreciate and are grateful for the City’s recognition of such legal status.

The City’s R-6 Zone and Planned Unit Development ordinance in 2009 permitted the following:

Up to eight (8) dwelling units per acre using a Planned Unit Development.

Single family detached and single family attached dwellings such as townhomes.

A minimum single family detached lot of 4,000 square feet and a minimum width of 40 feet.

Use of the Planned Unit Development ordinance to build a range of housing types and lot sizes.

A density bonus of 20% if significant recreation or site amenities (pool, playground, club house, picnic areas, water features) were constructed.

The foregoing R-6 Zone that existed when the October 2009 Real Estate Purchase and Sale Agreement

was executed was substantially more flexible and favorable than the current R-6 Zone today. We were assured that it was the minimum that could be expected going forward and it was similar to the R-10 Zone today. Thus, the minimum current concept plan and zone change is believed to be prudent and acceptable.

Given the traffic counts and surrounding demand, we are requesting 1.6 acres of NC – Neighborhood Commercial. The connection of Pony Express Parkway, Redwood Road and Pioneer Crossing to Interstate 15 resulting in substantial traffic increases by the property. The construction of Westlake High School and Vista Heights Middle School has also substantially increased traffic by the property.

We appreciate the chance to discuss this matter further with the City Council. We bring 25+ years of successful development experience and community contributions to this new neighborhood. We sincerely look forward to working with the City to develop a beautiful and outstanding master planned community. Thank you for your consideration.

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of September, 2009, by and between **THE CITY OF SARATOGA SPRINGS**, a Utah municipal corporation, hereinafter referred to as the "City," and **CONCORD HOLDINGS, L.C.**, hereinafter referred to as "Concord."

### **RECITALS:**

A. Concord is the owner of two parcels of property, one approximately 7.870 acre parcel and one approximately 3.729 acre parcel, located adjacent to, but outside of the current boundary of the City of Saratoga Springs, Utah County, State of Utah (the "Property"), which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference.

B. City desires to acquire the Property for the purpose of constructing a public road and related facilities upon the terms and conditions hereinafter set forth.

C. **NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

#### **1. Sale and Purchase Price for Property.**

a. Concord does hereby sell and the City does hereby purchase the Property as described in Exhibit "A" at the purchase price of \$3.25 per square foot, or One Hundred Forty- One Thousand Five Hundred and Seventy Dollars (\$141,570) per acre, payable by the City to Concord in lawful money of the United States in accordance with all of the provisions of this Agreement. The final legal description of the Property shall be subject to a survey mutually approved by the parties. The parties agree that the value of the subject property may be higher than the agreed upon purchase price due to additional severance damages that Concord may be entitled to if the property were otherwise obtained by the City through condemnation proceedings. In lieu of such additional compensation, the parties have agreed to other consideration identified hereinafter and which shall be incorporated into the Master Development Plan and Development Agreement to be executed by the parties upon final plat approval and annexation as also provided herein.

b. Upon execution of this Agreement by the City of Saratoga Springs, the City shall pay to Concord the sum of Fifty Thousand Dollars (\$50,000) as earnest money. The balance of the purchase price shall be paid at closing.

2. Closing and Conveyance. The following provisions shall govern the closing of this transaction.

a. Date and Place of Closing. The sale and purchase of the Property shall be closed at the offices of Cornerstone Title Company ("Closing Agent") within thirty (30) days of the resolution of the last contingency set forth in paragraph 4, herein ("Closing Date"), but in no event later than October 2, 2009. The Parties may extend the Closing Date by mutual agreement in writing. Time is of the essence and City agrees that upon execution of this agreement that it will deposit the full purchase proceeds with the Title Company by September 30, 2009 to satisfy the successor to Magnet Bank who will be releasing their interest in the subject property in connection with the sale accomplished hereby and which must be closed and funded not later than October 2, 2009.

b. Parties' Obligations at Closing. On or before the Closing Date, Concord shall deliver to the Closing Agent a satisfactory warranty deed covering the Property, duly executed and acknowledged in recordable form conveying to the City fee simple title to the Property, together with any other documents required by the Closing Agent. In addition, the City shall deliver or cause to be delivered to the Closing Agent the funds due from the City to close the sale in the amount the City is obligated to pay on the Closing Date pursuant to the terms of this Agreement, together with any other documents required by the Closing Agent which are necessary to close this transaction.

c. Escrow Fees and Other Costs. Costs of title insurance for a title insurance policy for the Property, as well as any greenbelt taxes on the Concord parcels, shall be borne by Concord. General property taxes for 2009, as applicable, on the Property shall be pro-rated as of the Closing Date. The City shall pay the recording costs for the deeds to be recorded. All other escrow fees and other costs of the Closing Agent shall be borne equally between Concord and the City.

d. Closing Agent Obligations. The Closing Agent is instructed as follows:

i. Prepare closing statements for execution by the parties in accordance with the terms of this Agreement.

ii. Collect all funds to be received from the parties at closing and disburse and pay the same to the parties in accordance with the terms of this Agreement and as approved on the closing statements.

iii. Collect various instruments, documents and information to be provided by the parties as set forth herein and record documents where necessary in proper sequence and deliver the same to the respective parties as required to close this transaction in accordance with the terms of this Agreement.

3. **Contingencies.** This Purchase and Sale Agreement is contingent upon the following:

a. Formal approval of the terms of this Purchase and Sale Agreement by the City Council of the City of Saratoga Springs to be verified and submitted to the Title Company on or before September 15, 2009;

b. At such time as the City of Saratoga Springs confirms that all contingencies have been met and/or have been withdrawn by the City, Concord and/or its affiliated entities and parties immediately shall withdraw any annexation petition made and/or currently pending in Eagle Mountain City;

c. Concord obtaining necessary releases from current lien holders for the affected parcels and properties to convey free and clear title to City as provided herein.

4. **Other Consideration.** Upon the approval of this Purchase and sale by the City of Saratoga Springs as provided in paragraph 3.a. above, the City of Saratoga agrees to enter into a Master Development Plan and Development Agreement with Concord for the development of Concord's property and the annexation thereof, which shall include but not be limited to the following:

- 1) Approximately 252 apartments on approximately 12 acres backing up to the property to be purchased by the City the location of which to be established by Concord consistent herewith;

- 2) Other zoning and related building entitlements as submitted by Concord and approved by the City in accordance with City Ordinances, rules and regulations, with applicable open space on the balance of the property owned and retained by Concord totaling approximately 44 acres, which entitlements will include the approved apartments as provided above and zoning with a comparable density not less than the City's current R-6 zone for an approximate yield of not less than 6 units to the acre. City and Concord both acknowledge that they have identified as a future development concern on the property the close proximity of residential dwellings to both Pony Express Parkway and Foothill Boulevard. Concord has expressed a desire to be able to place future buildings in such a manner as to provide a buffer from traffic and noise to the remainder of the development. While the City cannot agree to any development entitlements other than those expressly allowed in this agreement, it acknowledges that this issue has been identified as a future development concern and agrees that it will review and take into account any development proposals that reasonably address this issue. Acknowledgement that Concord has informally challenged certain of the City's impact fees, specifically the fees relating to: Culinary Water; Sanitary Sewer; Parks, Recreation and Open Space; Storm Drainage; Public Safety; and Roads, and an agreement, based on the City's review of Concord's challenge and alternate methodology, that reduced impact fees will be charged by the City for the specified impact in connection with the development and construction of the proposed apartments in an amount between \$6,000 and \$8,000 per apartment unit for the specified impact fees.
- 3) An agreement by the City upon construction and dedication by Developer, to provide standard municipal services to the Property, including culinary water, sewer and storm drainage. The City further agrees to proceed with all diligence to construct Center Street on a portion of the Property to be acquired hereunder. At Concord's option, the developer of the Concord property may purchase all necessary secondary water shares directly from the City and/or apply its Welby Jacob water shares in an equivalent amount and value to satisfy secondary water requirements. The City agrees to dead end, abandon or otherwise limit the traffic on

the existing Fairfield Road in a manner to be mutually agreed upon by City and Concord as soon as the new roads are constructed on the property to be purchased and improved by the City consistent with and as provided herein. City agrees that to meet all applicable drainage requirements for development, on site retention shall be allowed where other connections are not reasonably available.

5. **Representations and Warranties.** The City represents and warrants that it will accomplish or cause to be accomplished the finished construction of what is commonly referred to as "Pony Express Parkway" in the approved alignment, and on the property and as described in Exhibit A. It is anticipated that construction will be completed by December 31, 2010. In the event it is determined that the City cannot reasonably and economically provide sewer service to any portion of the Property, the City agrees to work in good faith to obtain the agreement of Eagle Mountain City to obtain temporary sewer capacity to allow development to proceed. The property comprising the Pony Express Parkway and related road construction to be funded by Utah County may for a time remain in the County in order to facilitate and expedite such funding and immediate construction in anticipation of the 2009 opening of the new Saratoga Springs High School nearby. That provision is intended to expedite and not delay the annexation, entitlement, platting and development of the remainder of the Concord property and the immediate purchase and closing of the property by the City as provided herein.

6. **Possession.** Possession of the properties shall be delivered by Concord to the City upon the Closing Date. Concord hereby agrees to furnish to the City a satisfactory owner's policy of title insurance in the amount of the purchase price for the Property to be issued through the Closing Agent.

7. **Encumbrances.** Concord hereby agrees that the conveyance of the Property to the City shall be free and clear of all liens and encumbrances except those specifically accepted by the City in writing. Concord shall not create any lien or encumbrance on the Property after the date of this Agreement. Concord hereby agrees to provide preliminary title reports on the Property, prepared by the Closing Agent, within seven (7) days of the date of this Agreement. Prior to closing, the City shall notify Concord in writing of any title objections relating to the Property. Concord shall thereafter cure the defect to which the purchaser has objected prior to closing.

8. **Broker Commissions.** Neither party has solicited or engaged the services of a real estate sales agent or broker in this transaction. Any commissions which

may be due and payable as a result of this transaction shall be satisfied solely by Concord and the City shall not be obligated to any broker or agent for real estate commissions due.

9. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

Christensen: Concord Holdings, L.C.  
Attn: LaVar Christensen  
P.O Box 1094  
Draper, UT 84020

City: City of Saratoga Springs  
Attn: City Manager  
1307 North Commerce Dr. #200  
Saratoga Springs, UT 84043

Copy to: Mazuran & Hayes, P.C.  
Attn: Todd J. Godfrey  
2118 East 3900 South, #300  
Salt Lake City, UT 84124

The Buyer and Seller may change their addresses by notice given as required above.

10. **Default.** If either party shall fail to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

11. **Time of the Essence.** It is agreed that time is of the essence of this Agreement.

12. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

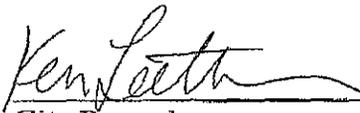
15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one single agreement.

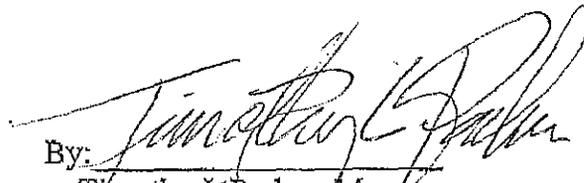
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

THE CITY OF SARATOGA SPRINGS

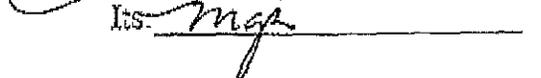
ATTEST:

  
City Recorder  
Manager HP

By:   
Timothy J. Parker, Mayor  
LHP

"CHRISTENSEN"

CONCORD HOLDINGS, L.C.

By:   
Its: 

CITY ACKNOWLEDGMENT



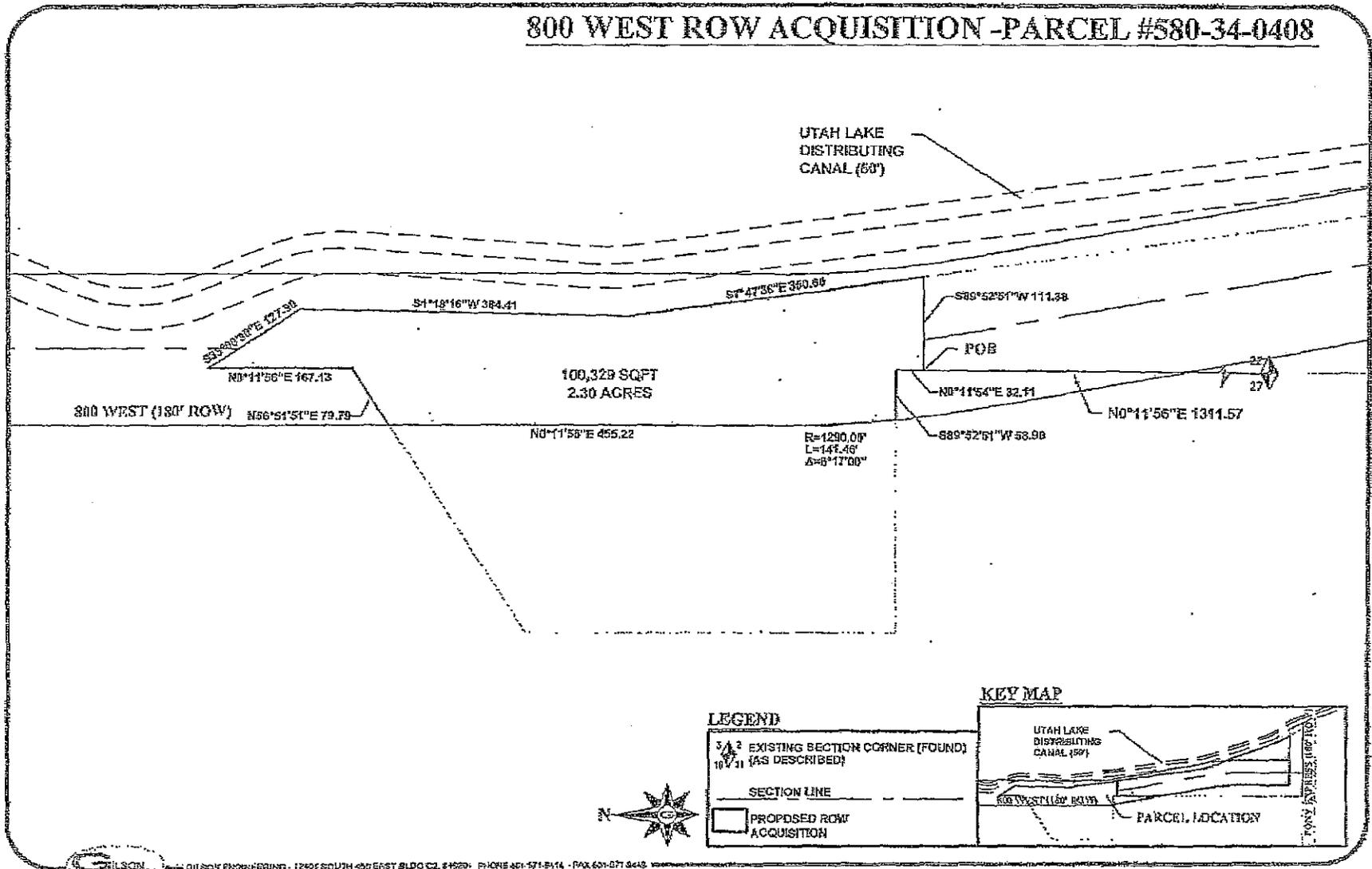
EXHIBIT A-1  
( Foothill Drive )  
7.870 ACRES

A Portion of Parcel # 58-034-0408

Right of Way description for a portion of the proposed 800' West Right of way acquisition located within grantors property.

Beginning at a point on the Southerly line of grantors property, said point being located North 0°11'55" East 1311.57 feet along the quarter section line from the South Quarter corner of section 22, Township 5 South, Range 1 West, SLB&M; and running thence North 0°11'55" East 32.11 feet; Thence South 89°52'51" West 58.90 feet to the westerly line of proposed right of way, said point being on the arc of a 1290' radius curve to the right; Thence continuing North along the arc of said curve through a central angle of 06°17'00" for a distance of 141.46 feet (Bearing to center North 83°54'54" East); Thence North 0°11'55" East 455.22 feet along the west line of proposed right of way; Thence North 56°51'51" East 79.79 feet along the northwesterly line of grantors property; Thence North 0°11'56" East 167.13 feet along the westerly line of grantors property; Thence South 33°00'30" East 127.90 feet along the Northeasterly line of grantors property; Thence following the Grantors Easterly and Southerly line the following 3 courses, South 01°18'16" West 384.41 feet; Thence South 07°47'36" East 350.60 feet; Thence South 89°52'51" West 111.38 feet to the point of beginning.  
Contains approx 100,329 sq. ft.

# 800 WEST ROW ACQUISITION - PARCEL #580-34-0408



WILSON ENGINEERING - 12405 SOUTH 450 EAST BLDG C2, #4520 - PHOENIX, AZ 85018 - PHONE 481-571-8414 - FAX 602-971-8448

Parcel# 58-034-0020

Beginning at a point located North  $0^{\circ}11'55''$  East 1002.66 feet from the quarter corner common to sections 22 and 27 Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence North  $10^{\circ}08'47''$  West 254.37 feet to a 1290.00 foot radius curve to the right; Thence continuing along the arc of said curve 91.44 feet through a central angle of  $04^{\circ}03'41''$ ; Thence North  $89^{\circ}52'51''$  East 58.90 feet; Thence South  $0^{\circ}11'55''$  West 341.03 feet to the point of beginning.

Contains 10,504 Sq. Ft.

# 800 WEST ROW ACQUISITION - PARCEL #580-34-0020

UTAH LAKE  
DISTRIBUTING  
CANAL (50')

800 WEST (180' ROW)

N89°25'14"E 68.90'

S0°11'55"W 341.03'

10,504 SQFT  
0.241 ACRES

R=1290.00'  
L=91.44'  
Δ=4°03'41"

N40°08'47"W 254.37'

N0°11'55" 1002.66'

POB

22'  
27'

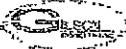
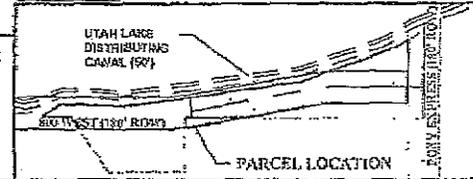
## LEGEND

3/4"  $\Delta$  EXISTING SECTION CORNER (FOUND)  
10/16"  $\Delta$  (AS DESCRIBED)

SECTION LINE

PROPOSED ROW  
ACQUISITION

## KEY MAP



G. L. SORENSON ENGINEERING • 2201 SOUTH 140 EAST BLDG C2, #1020 • PHOENIX, AZ 85004 • FAX: 602-978-6678

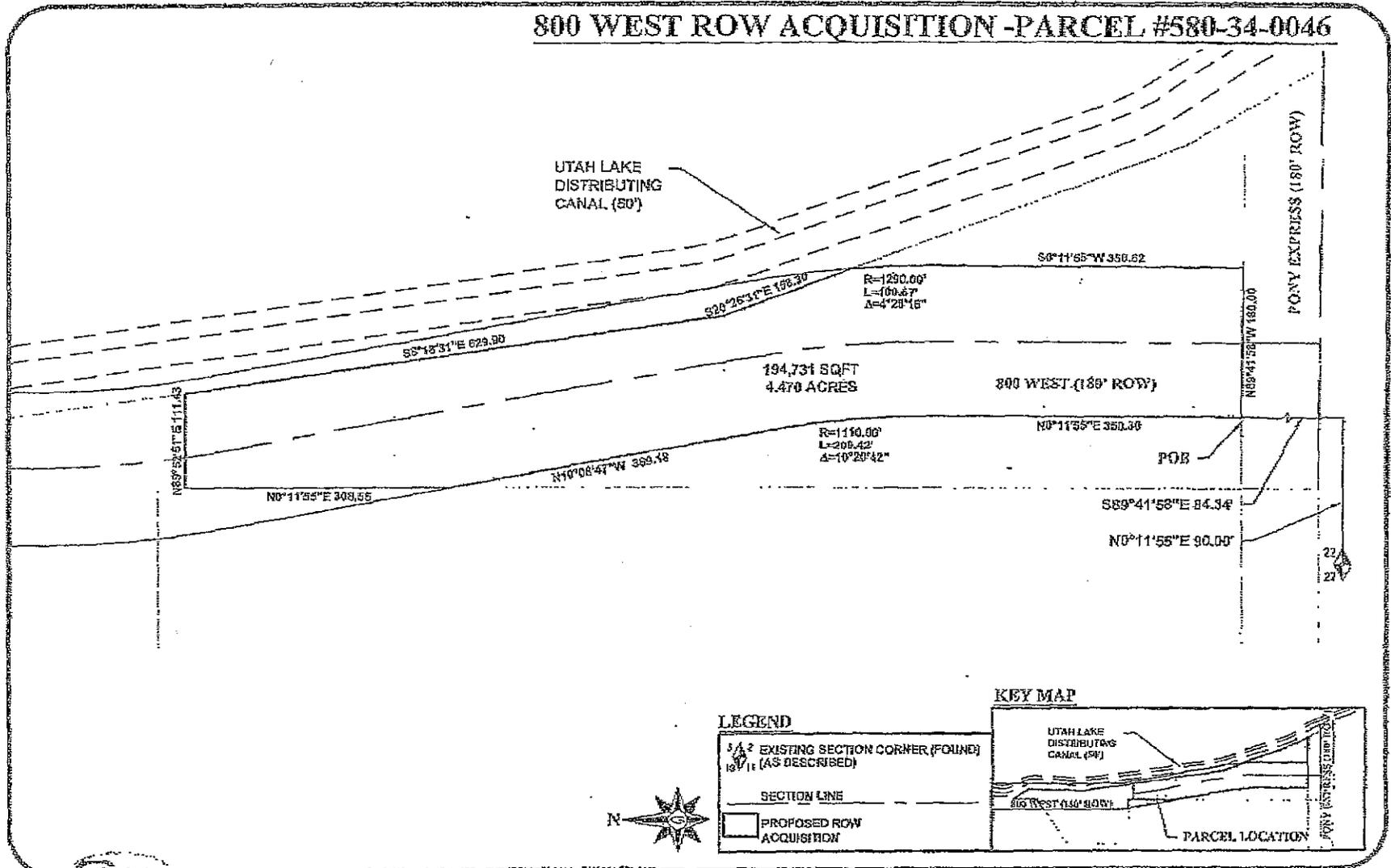
Parcel# 58-034-0046

Right of way purchase

Beginning at a point located North  $0^{\circ}11'56''$  East 90.00 feet and South  $89^{\circ}41'58''$  East 84.34 feet from the Quarter corner common to Sections 22 and 27 Township 5 South, Range 1 West SLB&M; and running thence North  $0^{\circ}11'55''$  East 350.30 feet to a 1110 foot radius curve to the left; thence continuing along the arc of said curve 200.42 feet, through a central angle of  $10^{\circ}20'42''$ ; thence North  $10^{\circ}08'47''$  West 369.18 feet; Thence North  $0^{\circ}11'55''$  East 308.55 feet; Thence North  $89^{\circ}52'51''$  East 111.43 feet; Thence South  $08^{\circ}18'31''$  East 629.90 feet; Thence South  $20^{\circ}26'31''$  East 158.30 feet to a point on a 1290 foot non tangent radius curve to the right (Bearing to center South  $85^{\circ}43'39''$  West); Thence continuing along the arc of said through a central angle of  $04^{\circ}28'16''$  for a distance of 100.67 feet; Thence South  $0^{\circ}11'55''$  West 350.62 feet; Thence North  $89^{\circ}41'58''$  West 180 feet to the point of beginning.

Contains approx 194,731 sq. ft.

# 800 WEST ROW ACQUISITION - PARCEL #580-34-0046



GILSON ENGINEERING - 12401 SOUTH 4502 EAST BLDG C2, M125 - PHOENIX 85131-5414 - FAX 851-571-4479

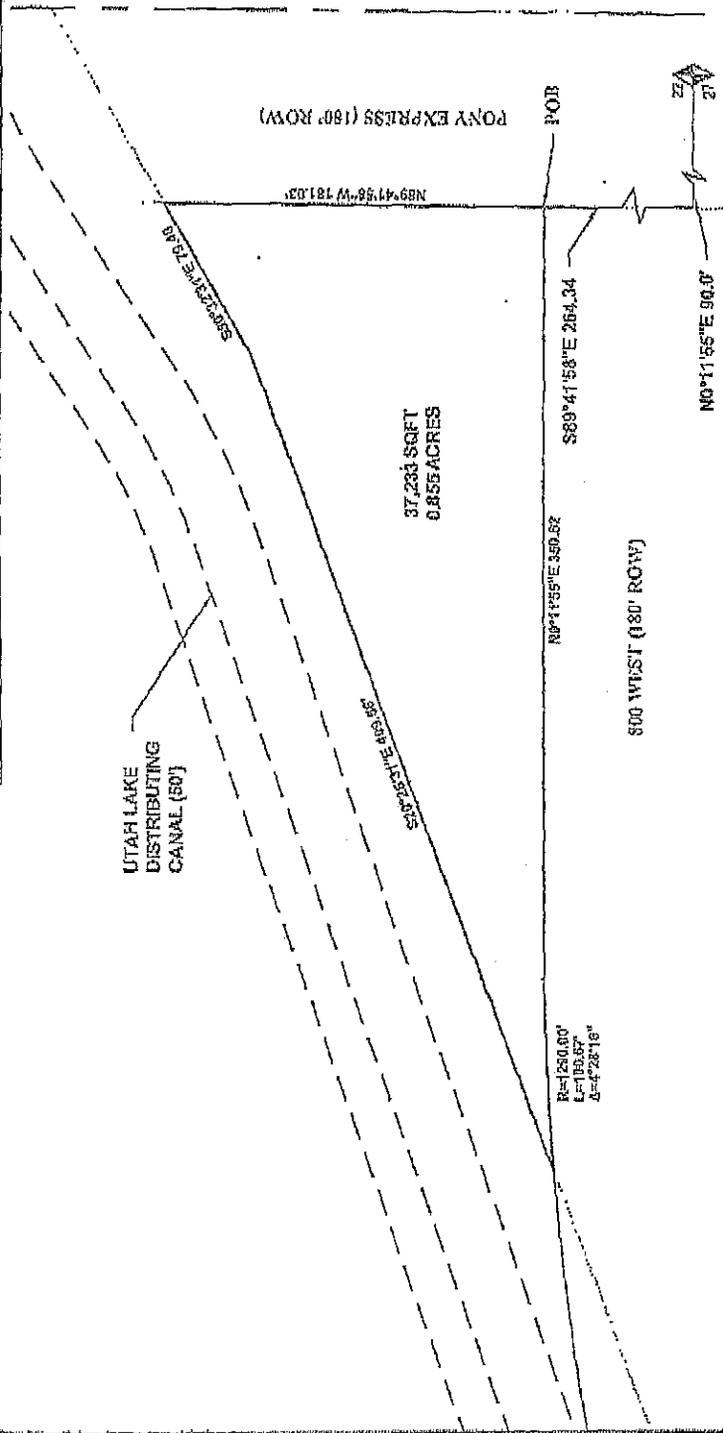
Parcel# 58-034-0046

Parcel not for Right of Way

Beginning at a point located North  $0^{\circ}11'55''$  East 90.00 feet and South  $89^{\circ}41'58''$  East 264.34 feet from the Quarter corner common to Sections 22 and 27 Township 5 South, Range 1 West, SLB&M; and running thence North  $0^{\circ}11'55''$  East 350.62 feet to a 1290 foot radius curve to the left; Thence continuing along said arc through a central angle of  $04^{\circ}28'16''$  for a distance of 100.67 feet; Thence South  $20^{\circ}26'31''$  East 409.56 feet along the grantors easterly line; Thence South  $30^{\circ}32'31''$  East 79.40 feet along said Easterly line; Thence North  $89^{\circ}41'58''$  West 181.03 feet to the point of beginning.

Contains approx 37,233 sq. ft.

800 WEST ROW ACQUISITION - PARCEL #580-34-0046



LEGEND

- ▲? EXISTING SECTION CORNER (FOUND)
- ? PROPOSED ROW ACQUISITION

KEY MAP

UTAH LAKE DISTRIBUTING CANAL (50')

800 WEST (180' ROW)

PARCEL LOCATION



SILSON ENGINEERING - 1201 SOUTH 45TH EAST BLDG 202-202B - PUEBLO CO, CO 81004 - (303) 551-1349

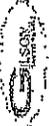


EXHIBIT A-2  
(Long Express Parkway)  
3,729 ACRES

Parcel# 580-34-0080

64.00 foot right of way purchase

Beginning at a point located on Grantors South line, said point also being located South  $89^{\circ}33'20''$  west 1114.94 feet along the section line from the Quarter corner common to Sections 22 and 27, and running thence south  $89^{\circ}33'20''$  west 217.68 feet to the westerly line of grantors property; thence north  $0^{\circ}18'08''$  east 64.00 feet along the westerly line of grantors property; thence north  $89^{\circ}33'20''$  east 217.68 feet to the easterly line of grantors property; thence south  $0^{\circ}18'08''$  west 64.00 feet along the easterly line of grantors property to the point of beginning.

Contains

13,931 sqft or 0.319 acres

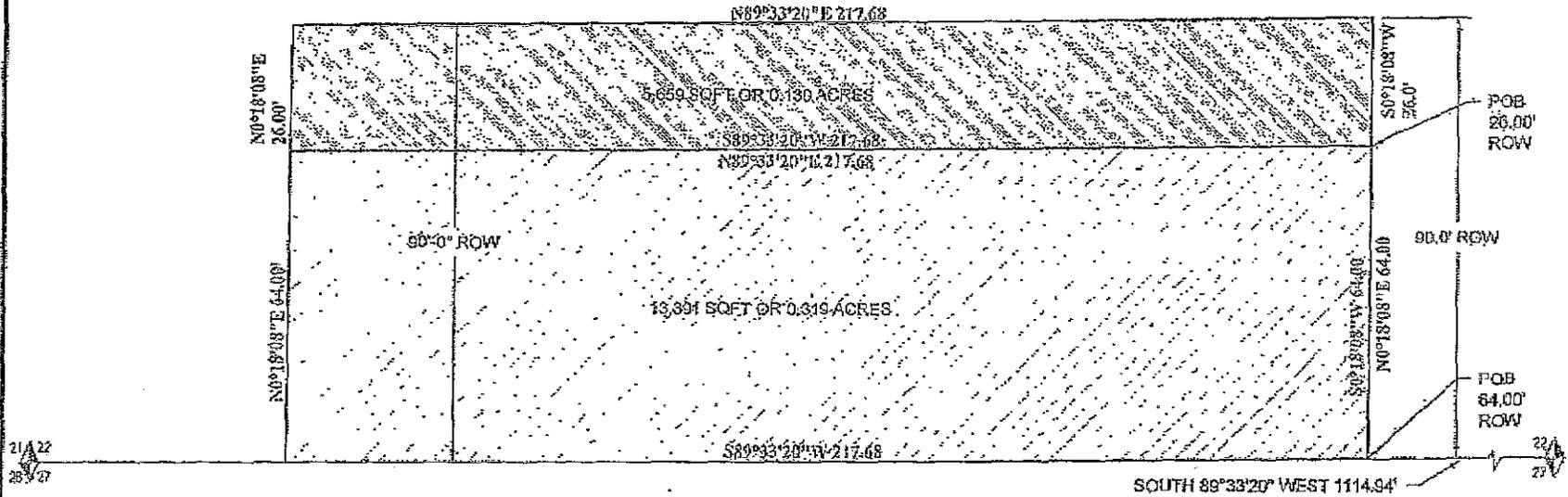
26.00 foot right of way

Beginning at a point located South  $89^{\circ}33'20''$  west 1114.94 feet along the section line and north  $0^{\circ}18'08''$  east 64.00 feet from the Quarter corner common to Sections 22 and 27, and running thence south  $89^{\circ}33'20''$  west 217.68 feet to the westerly line of grantors property; thence north  $0^{\circ}18'08''$  east 26.00 feet along the westerly line of grantors property; thence north  $89^{\circ}33'20''$  east 217.68 feet to the easterly line of grantors property; thence south  $0^{\circ}18'08''$  west 26.00 feet along the easterly line of grantors property to the point of beginning.

Contains

5659 sqft or 0.130 acres

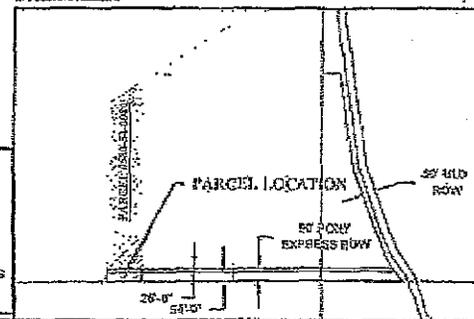
# PONY EXPRESS ROW ACQUISITION - PARCEL #580-34-0080



21/22  
28/27

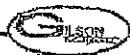
22/27

## KEY MAP



## LEGEND

- EXISTING SECTION CORNER (FOUND)  
 (AS DESCRIBED)
- SECTION LINE
- PROPOSED RIGHT OF WAYS



GILSON ENGINEERING • 12401 SOUTH 459 EAST TULSA OK 74120 • PHONE 918-571-8414 • FAX 918-571-8419

Parcel# 580-34-0081

64.00 foot right of way purchase

Beginning at a point located on Grantors South line said point also being located South  $89^{\circ}33'20''$  west 550.82 feet from the Quarter corner common to Sections 22 and 27 township 5 south range 1 west salt lake base and meridian; and running thence south  $89^{\circ}33'20''$  west 564.11 feet to the westerly line of grantors property; thence north  $0^{\circ}18'08''$  east 64.00 feet along the westerly line of grantors property; thence north  $89^{\circ}33'20''$  east 564.07 feet to the easterly line of grantors property; thence south  $0^{\circ}12'24''$  west 64.00 feet along the easterly line of grantors property to the point of beginning.

Contains

36,104 sqft or 0.829 acres

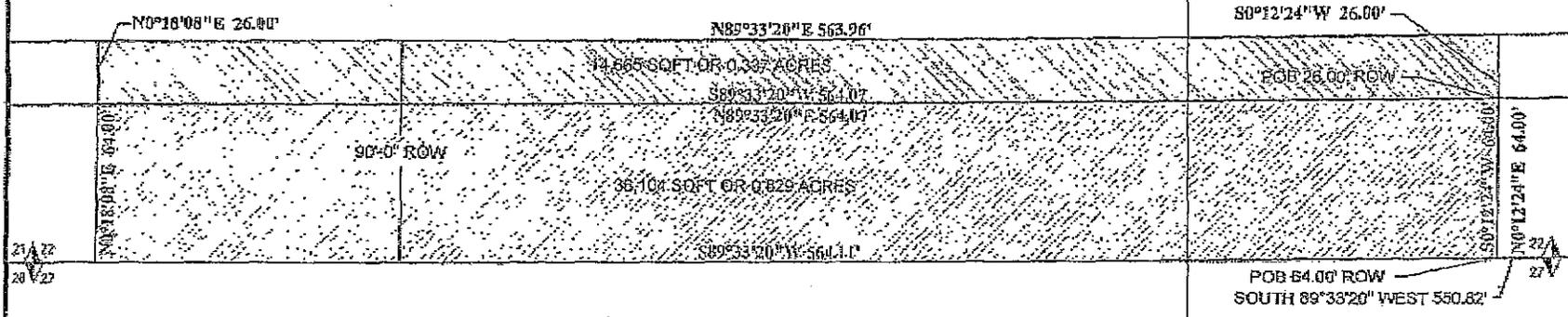
26.00 foot right of way

Beginning at a point located South  $89^{\circ}33'20''$  west 550.82 feet along the section line and north  $0^{\circ}12'24''$  east 64.00 feet from the Quarter corner common to Sections 22 and 27 township 5 south range 1 west salt lake base and meridian; and running thence south  $89^{\circ}33'20''$  west 564.07 feet to the westerly line of grantors property; thence north  $0^{\circ}18'08''$  east 26.00 feet along the westerly line of grantors property; thence north  $89^{\circ}33'20''$  east 563.96 feet to the easterly line of grantors property; thence south  $0^{\circ}12'24''$  west 26.00 feet along the easterly line of grantors property to the point of beginning.

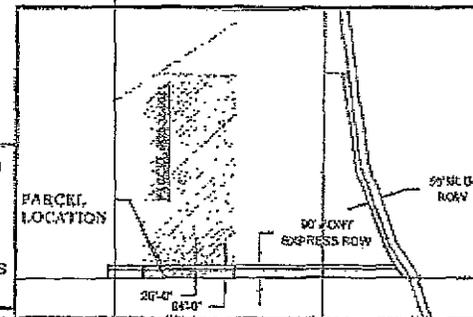
Contains

14,665 sqft or 0.337 acres

# PONY EXPRESS ROW ACQUISITION - PARCEL #580-34-0081



### KEY MAP



### LEGEND

- $\nabla$  EXISTING SECTION CORNER (FOUND)
- $\nabla$  (AS DESCRIBED)
- SECTION LINE
-  PROPOSED RIGHT OF WAYS



GILSON ENGINEERING • 12501 SOUTH 450 EAST BLDG C2, MESA • PHONE 481-671-9414 • FAX 481-671-9429

Parcel# 58-034-0020

64.00 foot right of way purchase

Beginning at the Quarter corner common to Sections 22 and 27 township 5 south range 1 west salt lake base and meridian; and running thence south  $89^{\circ}33'20''$  west 550.82 feet to the westerly line of grantors property; thence north  $0^{\circ}12'24''$  east 64.00 feet along the westerly line of grantors property; thence north  $89^{\circ}33'20''$  east 550.82 feet to the easterly line of grantors property; thence south  $0^{\circ}11'55''$  west 64.00 feet along the easterly line of grantors property to the point of beginning.

Contains

35,252 sq. ft. or 0.809 acres

26.00 foot right of way

Beginning at a point located north  $0^{\circ}11'55''$  east 64.00 feet from the Quarter corner common to Sections 22 and 27 township 5 south range 1 west salt lake base and meridian; and running thence south  $89^{\circ}33'20''$  west 550.82 feet to the westerly line of grantors property; thence north  $0^{\circ}12'24''$  east 26.00 feet along the westerly line of grantors property; thence north  $89^{\circ}33'20''$  east 550.82 feet to the easterly line of grantors property; thence south  $0^{\circ}11'55''$  west 26.00 feet along the easterly line of grantors property to the point of beginning.

Contains,

14,319 sq. ft. or 0.329 acres



Parcel# 580-34-0046

64.00 foot right of way purchase

Beginning at the Quarter corner common to Sections 22 and 27 township 5 south range 1 west salt lake base and meridian; and running thence north  $0^{\circ}11'55''$  east 64.00 feet along the westerly line of grantors property; thence south  $89^{\circ}41'56''$  east 460.85 feet; thence south  $30^{\circ}32'31''$  east 74.55 feet to the easterly line of grantors property; thence north  $89^{\circ}41'56''$  west 498.95 feet along the section line to the point of beginning.

Contains

30,715 sqft or 0.705 acres

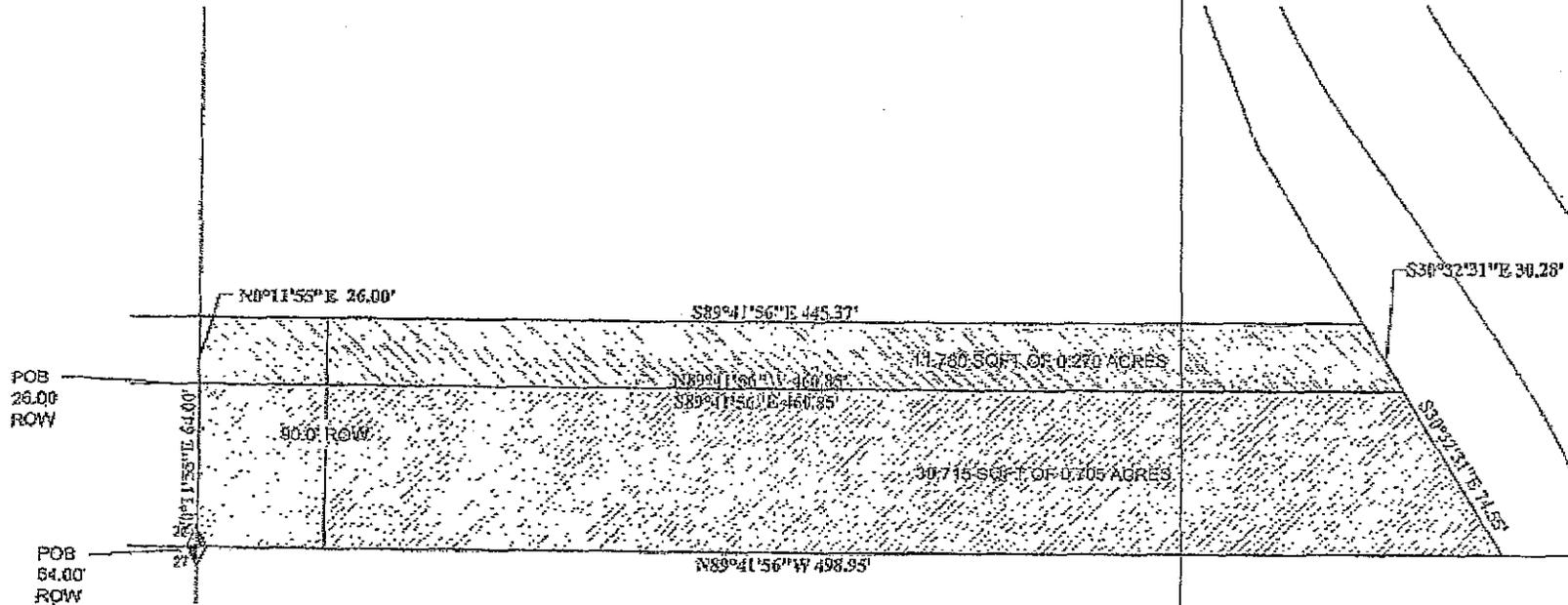
26.00 foot right of way

Beginning at a point located north  $0^{\circ}11'55''$  east 64.00 feet from the Quarter corner common to Sections 22 and 27 township 5 south range 1 west salt lake base and meridian; and running thence north  $0^{\circ}11'55''$  east 26.00 feet along the westerly line of grantors property; thence south  $89^{\circ}41'56''$  east 445.37 feet to the easterly line of grantors property; thence south  $30^{\circ}32'31''$  east 30.28 feet along the easterly line of grantors property; thence north  $89^{\circ}41'56''$  west 460.85 feet to the point of beginning.

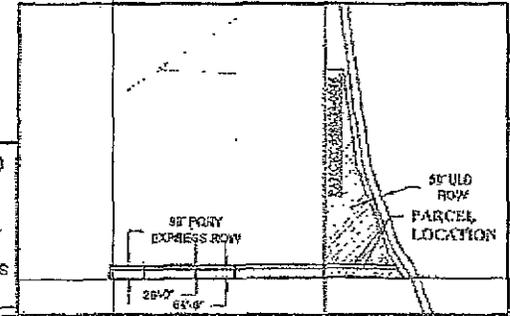
Contains,

11,780 sqft or 0.270 acres

# PONY EXPRESS ROW ACQUISITION - PARCEL #580-34-0046



## KEY MAP



## LEGEND

- EXISTING SECTION CORNER (FOUND)
- EXISTING SECTION CORNER (AS-DESCRIBED)
- SECTION LINE
- PROPOSED RIGHT OF WAYS

GILSON ENGINEERS INC. • 2201 S. SOUTH 420 EAST BLDG C2, 84028 • PHONE 801-571-5414 • FAX 801-571-5448