



CITY COUNCIL AGENDA

Wednesday, October 12, 2016

NOTICE IS HEREBY GIVEN that the Herriman City Council shall assemble for a meeting in the Herriman City Council Chambers, located at 13011 South Pioneer Street (6000 West), Herriman, Utah.

5:00 PM - WORK MEETING: *(Front Conference Room)*

- 1. Council Business**
 - 1.1. Review of this evening's agenda
- 2. Administrative Reports**
 - 2.1. Miller Crossing Development Agreement Discussion – Bryn McCarty, City Planner
 - 2.2. Water Department Report – Justun Edwards, Water Director
 - 2.3. Informational City Manager Updates – Brett Wood, City Manager
- 3. Closed Session**
 - 3.1. *The Herriman City Council may convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and to discuss the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*
- 4. Adjournment**

7:15 PM - GENERAL MEETING:

- 1. Call to Order**
 - 1.1. Invocation and Pledge
 - 1.2. Approval of Minutes **September 14, 2016**
 - 1.3. Council Recognitions
 - 1.4. Mayor's Comments
- 2. Public Comment**

Audience members may bring any item to the Mayor and Council's attention. Comments will be limited to two minutes. State Law prohibits the Council from acting on items that do not appear on the agenda.
- 3. Mayor and Council Comments**
 - 3.1. City Council Board and Committee Reports
- 4. Reports, Presentations, and Appointments**
 - 4.1. Unified Fire Authority EMS Bureau Chief Clint Smith Recognition – Brett Wood, City Manager

5. Discussion and Action Items

- 5.1. Discussion and consideration of an ordinance approving a Water Impact Fee adjustment – Justun Edwards, Water Director
- 5.2. Discussion and consideration of a text change to the Land Use Ordinance to create a Technology and Manufacturing Zone (14Z16) – Bryn McCarty, City Planner
- 5.3. Discussion and consideration of a proposed rezone located at approximately 12600 South Anthem Park Boulevard from C-2 (Commercial) to R-2-10 (Medium Density Residential) (19Z16) – Bryn McCarty, City Planner
- 5.4. Discussion and consideration of an ordinance approving the Master Development Agreement for the Anthem Master Planned Community – John Brems, City Attorney

6. Calendar

6.1. Meetings

- October 20 – Planning Commission Meeting 7:00 p.m.
- October 26 – City Council Work Meeting 5:00 p.m.; City Council Meeting 7:00 p.m.

6.2. Events

- October 15 – Pumpkin Festival 7:00 p.m.; Herriman High School - 11917 South 6000 West, Herriman
- October 31 - Halloween

7. Closed Session (If Needed)

- 7.1. *The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

8. Adjournment

9. Recommence to Work Meeting (If Needed)

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

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

PUBLIC COMMENT POLICY AND PROCEDURE: The purpose of public comment is to allow citizens to address items on the agenda. Citizens requesting to address the commission will be asked to complete a written comment form and present it to Jackie Nostrom, City Recorder. In general, the chair will allow an individual two minutes to address the Council. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. This policy also applies to all public hearings.

I, Jackie Nostrom, the duly appointed, qualified, and acting City Recorder of Herriman City, Utah, do hereby certify that the above and foregoing is a full, true and correct copy of the agenda; it was emailed to at least one newspaper of general circulation within the geographic jurisdiction of the public body. The agenda was also posted at the principal office of the public body. Also posted on the Utah State Public Notice Website <http://www.utah.gov/pmn/index.html> and on Herriman City's website at www.herriman.org

Posted and Dated this 6th day of October 2016

Jackie Nostrom, CMC
City Recorder



STAFF REPORT

DATE: October 6, 2016
TO: The Honorable Mayor and City Council
FROM: Jackie Nostrom, City Recorder
SUBJECT: Approval of Minutes for September 14, 2016

Please see the attached minutes for the September 14, 2016 City Council Meeting.



CITY COUNCIL MINUTES
Wednesday, September 14, 2016
Amended Tuesday, September 13, 2016 @ 11:30 a.m.
Awaiting Formal Approval

The following are the minutes of the City Council Meeting of the Herriman City Council. The meeting was held on **Wednesday, August 24, 2016 at 5:00 p.m.** in the Herriman City Community Center Council Chambers, 13011 South Pioneer Street (6000 West), Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in the Community Center, on the City's website, and delivered to members of the Council, media, and interested citizens.

Presiding: Mayor Carmen Freeman

Council Members Present: Jared Henderson, Nicole Martin, Craig B. Tischner and Coralee Wessman-Moser

Staff Present: City Manager Brett geo. Wood, Assistant City Manager Gordon Haight, City Recorder Jackie Nostrom, City Attorney John Brems, Finance Director Alan Rae, Water Director Justun Edwards, Chief of Police Dwayne Anjewierden, EMS Bureau Chief Clint Smith, City Engineer Blake Thomas, City Planner Bryn McCarty, Operations Director Monte Johnson, Parks and Recreation Director Wendy Thomas, and Events Manager Danie Bills.

5:00 PM - WORK MEETING: *(Front Conference Room)*

1. **5:00:52 PM Council Business**

Mayor called the meeting to order.

1.1. **Review of this evening's agenda**

2. **Administrative Reports**

2.1. **5:01:08 PM Discussion pertaining to a funding request for Reptile Rescue Services – Brett Wood, City Manager**

Assistant City Manager Gordon Haight informed the Council that Mr. James Dix has provided Salt Lake County residents with free service for reptile removal. Mr. Dix has requested funding of \$500 monthly to provide that service to Herriman City residents as well as training for the Unified Fire Authority and the Unified Police Department annually. The requested cost would help offset the services rendered. Assistant City Manager Haight asked the Council if this proposal is something they would like the City to pursue. Mayor Freeman expressed his concern that the cost would not justify the service provided. Councilmember Coralee Wessman-Moser indicated that the request for the specialized service would carry a financial burden, and relayed her appreciation for the service being offered to the community. The City Council declined the request for reptile rescue services.

2.3. [5:03:42 PM](#) **Discussion relating to an Environmental Impact Study of the Herriman Hillside** – Wendy Thomas, Parks, Recreation & Events Director

Parks, Recreation & Events Director Wendy Thomas presented a future proposal to allocate \$10,000 from the Park Impact Fees for an Environmental Impact Study of the Herriman Hillside that is required by the federal government. The City engaged in an application process with the Department of Defence for a firebreak to be constructed along the Camp Williams border. The firebreak will provide a non-motorized passageway from future hillside trail development to the Bluffs at Herriman Springs and provide improved access for emergency responders.

[5:07:17 PM](#) *Councilmember Nicole Martin arrived.*

Councilmember Moser asked if the proposed amount would be sufficient funding. Director Thomas reviewed the quote that had been received. Assistant City Manager Haight informed the Council that if the study uncovers an endangered species or anything relating to Indian artefacts could change the timeline and the cost of the analysis. Director Thomas relayed the plan to eventually connect the planned trails on the hillside and into Yellow Fork. Councilmember Moser asked about the timeline of the study. Director Thomas responded that the study would be over the next two to three months; however, the application process would take a year. Mayor Freeman asked how this fee would affect funding for other projects. Assistant City Manager Haight responded that they would bring that information to a future meeting for discussion and consideration. Councilmember Moser stated that the study is a required step for the application, and the City would need to move forward. The Council agreed.

2.4. [5:11:08 PM](#) **Planning Department Report** – Bryn McCarty, City Planner

City Planner Bryn McCarty reviewed recent Planning Commission approvals including the proposed Church of Jesus Christ of Latter Day (LDS) Saints Church, a five-lot subdivision, and Homeowners Association open space, a proposed subdivision and Planned Unit Development (PUD) development to add 20 additional single family lots, approval of the Carl's Jr. with the condition to add brick to match the Towne Center, a cell tower relocation, and the review of the design standards for the Anthem Commercial Center. Planner McCarty relayed the Planning Commission's recommendation to add a 40-percent brick or stone requirement to the design requirements.

Planner McCarty relayed the pending Planning Commission approvals beginning with the proposed subdivision of single family lots, Miller Crossing Pod #14, the Towne Center proposed subdivision of 78 single family lots and 16 townhome units, the proposed amendment to the Planned Unit Development approval to add 28 townhome units (for a total of 125 units), the text change to the Land Use Ordinance to create a Technology and Manufacturing Zone, the Agricultural Low Density Zone, Rosecrest Pod # 30, 33, and amendments to Pod #8, Miller crossing Pod #7, and the update to the Transportation Master Plan.

Planner McCarty informed the Council that the sign and land use ordinance would be updated in their entirety and brought to the Council for consideration at a future meeting.

2.5. [5:23:59 PM](#) **Engineering Department Report** – Blake Thomas, City Engineer

City Engineer Blake Thomas observed capital projects that are underway including: Herriman Parkway Phase 3 Project, Main Street Connector, 7530 West Road and Gate Relocation, Rosecrest Plat X Park, and the 13400 South 5200 West Traffic Signal.

Engineer Thomas informed the Council of an issue regarding the McCuiston Road Storm Drain and Road. Mayor Freeman asked if the detention pond was large enough for the development. Engineer Thomas responded that he would have to look at the proposal. The detention pond will be kept on site, and the City

would work with Ivory Homes to install improvements to the pond that has enough capacity. Mayor Freeman questioned the liability to the City. Councilmember Moser expressed her concern of the event of a 100 year storm. She asked about the timeliness expected to fund the paving of the road. Engineer Thomas displayed a cross section for the typical rural roadway, and noted that the storm drain would be paid for by the developer and would be reimbursed through impact fees. Engineer Thomas explained that the funding would not be available for a couple of years; however, the Council could guarantee repayment and discuss options with the developer to see if they would like to move forward. Councilmember Tischner asked if that would delay their project. Engineer Thomas confirmed. Assistant City Manager Haight explained that he did not feel that this project was a high priority to have it completed this year due to funding drawbacks, but would want to have it done in the future. Engineer Thomas interjected that the developer would lose approval with their subdivision if they do not proceed. Councilmember Moser requested a list of any other similar situations that should be brought to the attention of the Council. Engineer Thomas noted that he would have a compilation completed. Councilmember Henderson indicated that he was reluctant to guarantee repayment. Engineer Thomas suggested that they could asphalt the road for a safe walking path. Councilmember Moser asked if that route was the most pressing need in the City. Chief of Police Dwayne Anjewierden explained that the road could not be legitimately called a safe walking route, and that the road was no place for kids to walk. Councilmember Moser suggested to consider if the project was the highest priority, and to be careful not to bind a future Council.

Engineer Thomas concluded with a comprehensive list of commercial, residential and infrastructural development projects in review or under construction.

Water Director Justun Edwards informed the Council of the ongoing algae issue, and explained that the possibility of the early shut down of secondary water due to water levels. He explained that he is working with Communications Director Tami Moody to let the residents know of the early shut down of secondary water.

2.7. [6:11:28 PM](#) Presentation of Anthem Development Agreements (85 acre residential/commercial parcel) – John Brems, City Attorney

City Attorney John Brems informed the Council that this item would not require any decision. He explained that he was going to present the Development Agreements for the Anthem Development, and answer any questions for the Council. Attorney Brems explained that the residential component would essentially move the density to a different site. The developer has requested 156 units to be moved.

Attorney Brems reviewed the Anthem Commercial Development Agreement, and noted that the agreement would not include the Walmart property. He explained that the agreement would do three things: change the zoning to C-2 (Commercial), put the site plan as a conceptual exhibit, and would outline the design standards. He noted that the proposed signage for the development would not comply with the current zoning ordinances, and expressed his concern with approving a development agreement that would portray a conflict. Mayor Freeman asked about the approval timeline. Assistant City Manager Haight responded that the agreements would be presented to the Council at the next meeting. Mayor Freeman expressed concerns that the City has not received a site plan on the proposed project.

2.2. [6:27:23 PM](#) Unified Fire Authority Report – Clint Smith, EMS Bureau Chief

EMS Bureau Chief Clint Smith presented an annual fire and medical report and reviewed the calls by month. Councilmember Moser asked if the department has noticed an increase of calls directly relating to fireworks. Chief Smith acknowledged that calls have been received that were directly attributed to fireworks.

3. [6:45:19 PM](#) Adjournment

Councilmember Moser moved to adjourn the City Council work meeting. Councilmember Henderson seconded the motion, and all voted aye.

7:00 PM - GENERAL MEETING:

1. [6:59:59 PM](#) Call to Order

Mayor Freeman called the meeting to order and welcomed those in attendance.

1.1. Invocation and Pledge

The invocation was offered by EMS Bureau Chief Clint Smith and the Pledge of Allegiance was led by Unified Police Chief Dwayne Anjewierden.

1.2. Approval of Minutes August 10, 2016

Councilmember Martin moved to approve the minutes of August 10, 2016 as written. Councilmember Moser seconded the motion, and all voted aye.

1.3. [7:02:18 PM](#) Council Recognitions

Councilmember Moser complimented the Events Staff and volunteers for coordinating the Dig Off.

1.4. [7:02:51 PM](#) Mayor's Comments

Mayor Freeman congratulated EMS Bureau Chief Clint Smith for being selected as the new Draper City Fire Chief, and extended his appreciation. He also recognized Lynda Mac for implementing the "Little Free Library". Councilmember Moser added that there are two little free libraries hosted by Ron Mortensen, and they have been great library stewards. Councilmember Martin suggested that it would be a great idea to host the library at the community center. Mayor Freeman expressed his admiration for the inspiring residents that are in the community.

2. [7:05:31 PM](#) Public Comment

Garrett Cloward, 14245 South 6200 West, reminded the City Council that he came to the August 10, 2016 meeting regarding his concern about the curb and gutter infrastructure system on his street allows a significant amount of rainwater to flood his property that has caused damage. He noted that he asked to work with staff to come up with a resolution. He expressed his concern of the lack of funding to resolve the issue. Mayor Freeman informed Mr. Cloward that the Council would need more information to formulate a decision.

Councilmember Moser requested that an email submitted by resident Shana Sleater be inserted into the meeting minutes. Ms. Sleater expressed her concern about parking in her neighborhood during Herriman football season. At that time, signs were put up by the City indicating that there was no parking allowed; however, the signs have been taken down. She further expressed her concern about the safety hazard to have so many cars parking on Trailside Road due to the many large construction vehicles coming in and out of the neighborhood. When the cars attempt to enter into the neighborhood from Butterfield Parkway to Trailside, there is not adequate room when another car is present. She continued her frustration that there are two parking lots and that the school football patrons could utilize the parking areas. Councilmember Moser requested that staff work with Ms. Sleater to come up with a solution to the presented issue.

3. Mayor and Council Comments

3.1. [7:08:36 PM](#) City Council Board and Committee Reports

Councilmember Moser informed the audience that the Unified Fire Authority has been actively searching for a Fire Chief, and noted that the process could possibly take approximately three weeks depending on the candidate pool.

Mayor Freeman reported on the Salt Lake Valley Law Enforcement Service Area (SLVLESA) meeting to be held on September 22, 2016. He expressed concerns with the request made by Riverton City relating for certain considerations to be given. After further consultation with Sheriff Winders, the District was not prepared to offer any municipality any “back room deals”. The District will respond as a whole. Mayor Freeman indicated that he was hopeful to put things together; however, events that have come to light may have jeopardized the proposed tax increase.

Mayor Freeman indicated that the Utah League of Cities and Townes (ULCT) have pursued a concern relating to the fireworks ordinance that has been governed by State Statute. Currently, local government has no input in the discharge dates for fireworks. The Ordinance allows for the discharge of fireworks three days before and three days after the July 4th and July 24th holidays. He expressed his concern that the discharge could dispel embers and cause extreme fire damage air quality issues and the trauma to animals and pets. Mayor Freeman explained that the ULCT passed a resolution to formulate a bill to help the local communities take some control on this issue.

4. Reports, Presentations, and Appointments

4.1. [7:15:29 PM](#) International Code Council Presentation – Cathryn Nelson, Chief Building Official

Building Official Cathryn Nelson introduced the Utah Chapter Board Members in attendance, and turned the time over to the Utah Chapter President Steve Bench. President Bench explained that the Utah Chapter of the International Code Council does a service project, and reported that a \$2,000 donation was offered to the South Valley Services that offers coordination and assistance for those who have been affected by domestic violence. He expressed his appreciation to Councilmember Moser for help putting the donation together. He also extended his appreciation to Building Official Nelson, Mayor Freeman, City Council, and Herriman City for their support to the Utah Chapter. President Bench presented an Award of Appreciation to the City.

Mayor Freeman relayed his appreciation to Building Official Nelson for her diligent work. Councilmember Moser thanked the Utah Chapter for their donation that will help multiple individuals. She noted that South Valley Services knows no municipal boundaries, and this service is extended to Herriman residents that are in need.

5. Discussion and Action Items

5.1. [7:21:56 PM](#) Discussion and consideration of a text change to the Land Use Ordinance to allow chickens as a permitted use in residential zones (15Z16) – Bryn McCarty, City Planner

City Planner Bryn McCarty informed the Council that the Planning Commission held a public hearing on August 8, 2016 and again on August 18, 2016 and recommended approval of the text change. She relayed the overwhelming public support that was offered for this amendment. Planner McCarty indicated that the ordinance would allow chickens as a permitted use on single family lots in all residential zones; however, would not permit roosters as part of this amendment. She reviewed points of the ordinance including: chicken coops would be considered accessory structures and would be subject to the height and size requirements, slaughtering would be permitted in areas that are not visible to the public, the coops shall be kept in a fenced rear or side yard at all times, and that the coop shall be at least 25-feet from a neighboring home. Mayor Freeman asked about the setback requirement, and suggested that the distance may not work in some instances. Planner McCarty agreed that some lots may not be able to adhere to the requirements; therefore, would not be allowed to house chickens. Councilmember Henderson suggested that enforcement would be conducted on a complaint basis. This was confirmed. Mayor Freeman relayed his concern that the requirement would be unfair and could potentially require a coop be in the middle of an individuals

backyard. Councilmember Moser reminded the Council that the original setback that was considered was 40-feet, and that the Planning Commission reduced the setback to 25-feet. She acknowledged that chickens tend to be loud when they are laying eggs, and expressed her concern with reducing the requirement even further. Councilmember Tischner clarified that a resident could determine to place the coop adjacent to their home, and relayed his desire to reduce the setback to 20-feet.

Mayor Freeman asked if the ordinance would address the possibility of residents housing sick or diseased chickens. Councilmember Moser suggested that the same language be taken from the animal husbandry section and incorporated into this portion of the code to resolve unsanitary conditions and diseased animals in this section.

Councilmember Tischner moved to approve Ordinance No. 2016-28 authorizing a text change to the Land Use Ordinance to allow chickens as a permitted use in residential zones and to include unsanitary conditions language under item number three. Councilmember Moser seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Coralee Wessman-Moser</i>	<i>Aye</i>
<i>Councilmember Craig B. Tischner</i>	<i>Aye</i>
<i>Councilmember Nicole Martin</i>	<i>Aye</i>
<i>Mayor Carmen Freeman</i>	<i>Aye</i>

The motion passed unanimously.

5.2. [7:35:57 PM](#) Discussion and consideration of a resolution approving an Interlocal Cooperative and Property Purchase Agreement with the Community Development and Renewal Agency of Herriman City – John Brems, City Attorney

City Attorney John Brems informed the Council that this item was approved in the Community Development and Renewal Agency of Herriman City meeting authorizing the purchase of two acres of property, and would be subject to the terms and conditions outlined in the Interlocal Cooperative and Purchase Agreement. He recommended adding \$400,000 as the purchase amount for the property.

Councilmember Martin moved to approve Resolution No. R32-2016 approving an Interlocal Cooperative and Property Purchase Agreement with the Community Development and Renewal Agency of Herriman City and to include \$400,000 as the purchase price. Councilmember Moser seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Coralee Wessman-Moser</i>	<i>Aye</i>
<i>Councilmember Craig B. Tischner</i>	<i>Aye</i>
<i>Councilmember Nicole Martin</i>	<i>Aye</i>
<i>Mayor Carmen Freeman</i>	<i>Aye</i>

The motion passed unanimously.

5.3. [7:37:01 PM](#) Discussion and consideration of a resolution approving an Interlocal Cooperative Agreement between Herriman City and Salt Lake County with respect to an underground Storm Drain Easement located under Anthem Park Boulevard – John Brems, City Attorney

City Attorney Brems informed the Council that this resolution would grant a perpetual easement to the County for the relocation of the Storm Drain culvert.

Councilmember Henderson moved to approve Resolution No. R33-2016 approving an Interlocal Cooperative Agreement between Salt Lake County and Herriman City with respect to an Underground Storm Drain Easement located under Anthem Park Boulevard. Councilmember Moser seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Coralee Wessman-Moser</i>	<i>Aye</i>
<i>Councilmember Craig B. Tischner</i>	<i>Aye</i>
<i>Councilmember Nicole Martin</i>	<i>Aye</i>
<i>Mayor Carmen Freeman</i>	<i>Aye</i>

The motion passed unanimously.

5.4. 7:38:16 PM Discussion and consideration of a rezone located at 7575 West Rooster Cove from A-1 (Agricultural, one-acre) to A-50 (Agricultural, half-acre) (File No. 16Z16) – Bryn McCarty, City Planner

City Planner McCarty indicated that the Planning Commission held a Public Hearing on August 8, 2016 and again on August 18, 2016 and recommended approval of the rezone. She explained that the property will be developed as four one-acre parcels. A small portion of the south side of the property would be included in the rezone. It will make two of the lots less than one-acre. Planner McCarty relayed the intent of the property owner to divide one of the lots to create two half-acre lots in the future.

Councilmember Moser relayed her concern of subdividing the properties, and asked how many lots would be able to be subdivided in the future under the proposed rezone. Planner McCarty suggested that if all of the existing homes were removed, the developer would be able to get one additional lot under the current proposal. Councilmember Moser confirmed that if the property owner decided to subdivide the lot in the future they would be required to install improvements. This was confirmed. Planner McCarty informed the Council that they could only rezone the property in the back and the property owner could refile for a rezone when they want to subdivide the front parcel.

Councilmember Moser moved to approve Ordinance No. 2016-29 rezoning property located at approximately 7575 West Rooster Cove from A-1 to A-50 excluding the south-east lot as referenced by City Planner Bryn McCarty. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

<i>Councilmember Jared Henderson</i>	<i>Aye</i>
<i>Councilmember Coralee Wessman-Moser</i>	<i>Aye</i>
<i>Councilmember Craig B. Tischner</i>	<i>Aye</i>
<i>Councilmember Nicole Martin</i>	<i>Aye</i>
<i>Mayor Carmen Freeman</i>	<i>Aye</i>

The motion passed unanimously.

5.5. 7:46:44 PM *Discussion and consideration of a resolution of the City Council of Herriman City, Utah, pledging certain portions of impact fees to the payment of the federally taxable/convertible to tax-exempt special assessment refunding bonds, series 2016 (Towne Center Project Area) expected to be issued in the approximate aggregate principal amount of \$10,795,000 (the “series 2016 bonds”); and related matters – Alan Rae, Finance Director

Finance Director Alan Rae reminded the Council of the bond that had been recently discussed in June 2016. He noted that the bond would be paid with tax increment money, and the bank was asking for a pledge of

impact fees to the payment of the bond. Director Rae noted that the City is ready to close on the bond, and it was discovered that the impact fees were not included in the original resolution.

Councilmember Moser moved to approve Resolution No. R34-2016 pledging certain portions of impact fees to the payment of the federally taxable/convertible to tax-exempt special assessment refunding bonds, series 2016 (Towne Center Project Area) expected to be issued in the approximate aggregate principal amount of \$10,795,000 (the “series 2016 bonds”); and related matters. Councilmember Martin seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson Aye

Councilmember Coralee Wessman-Moser Aye

Councilmember Craig B. Tischner Aye

Councilmember Nicole Martin Aye

Mayor Carmen Freeman Aye

The motion passed unanimously.

6. [7:51:04 PM](#) Calendar

6.1. Meetings

- September 15 – Planning Commission meeting 7:00 p.m.
- September 28 – City Council work meeting 5:00 p.m.; City Council meeting 7:00 p.m.
- September 29 – Joint Planning Commission/City Council work meeting 6:00 p.m.

6.2. Events

- September 15-19 – Children’s Theatre Production; W&M Butterfield Park 7:30 p.m.
- September 27 – Senior Social; Fire Station 123 12:00 p.m.

8. [7:51:53 PM](#) Adjournment

Councilmember Moser moved to adjourn the City Council meeting and reconvene the City Council Work Meeting. Councilmember Tischner seconded the motion, and all voted aye.

9. **Recommence to Work Meeting (If Needed)**

2.6. **Athlos Academy Discussion** – Blake Thomas City Engineer

City Engineer Thomas offered a background of the Athlos Charter School, and noted that the school opened September 6, 2016. He explained that the first day of the traffic study cars were lined up onto public streets, and noted that there were large amounts of pedestrians. The traffic situation improved as the week progressed; however, the traffic on Friday was heavily congested with significant delays. The traffic situation was due to the inadequate offset of start time with the high school. Councilmember Moser expressed her appreciation that Athlos Academy adjusted their start time. Engineer Thomas offered other suggestions to help alleviate traffic congestion. City Manager Brett Wood extended his appreciation to the Engineering Department and the Unified Police Department for their help and support in the situation. Councilmember Henderson thanked staff for their work to resolve the situation. Mayor Freeman expressed concerns about the elementary school by Athlos which is under construction and how additional traffic may create traffic issues.

2.8 [8:31:28 PM](#) Informational City Manager Updates

City Manager Wood informed the Council of the name of the east side of the “U Road” as “Walkara Parkway” and asked if the Council supported the name. Councilmember Martin indicated that she would like the name to correlate with community history. Councilmember Moser suggested that the name of the

road was too closely named to a Salt Lake City road and may cause confusion. She recommended the name “Black Locust Lane”.

7. **8:42:15 PM Closed Session (If Needed)**

7.1. *The Herriman City Council may temporarily recess the City Council meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205*

Councilmember Moser moved to temporarily recess the City Council Work meeting to convene in a Closed Session to Discuss pending or imminent litigation and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205. Councilmember Henderson seconded the motion.

The vote was recorded as follows:

Councilmember Jared Henderson Aye

Councilmember Coralee Wessman-Moser Aye

Councilmember Craig B. Tischner Aye

Councilmember Nicole Martin Aye

Mayor Carmen Freeman Aye

The motion passed unanimously.

9:48:21 PM The Council reconvened the work session.

10. **9:48:56 PM Adjournment**

Councilmember Moser moved to adjourn the City Council work meeting. Councilmember Martin seconded the motion, and all voted aye.

I, Jackie Nostrom, City Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on September 14, 2016. This document constitutes the official minutes for the Herriman City Council Meeting.



Jackie Nostrom, CMC
City Recorder



STAFF REPORT

DATE: October 12, 2015
TO: The Honorable Mayor and City Council
FROM: Justun Edwards, Water Director
SUBJECT: Stewart Water Impact Fee Adjustment

RECOMMENDATION:

Approval of adjusting water impact fee

BACKGROUND:

Property owner is requesting a reduction to the water impact fee. Current water impact fee charges are based on lot size. The lot is 1.68 acres located at the end of a cul-de-sac, adjacent to hillside open space. The property owner intends to keep the majority of the 1.68 acres native vegetation, which will not require use of water for irrigation. With the current site plan, the property owner intends to develop or improve approx. .69 acres leaving 1 acre native.

DISCUSSION:

Discuss the approval of adjusting the impact fee from 1.68 acres \$13,190 to .69 acres \$4,899.

ALTERNATIVES:

Charge full impact fee

FISCAL IMPACT:

Reduced impact fee revenue of \$8,291

HERRIMAN, UTAH
ORDINANCE NO. 16

AN ORDINANCE ADJUSTING THE WATER IMPACT FEE BASED ON UNUSUAL CIRCUMSTANCES WITH RESPECT TO PROPERTY LOCATED AT OR NEAR 5923 WEST KILLINGTON COURT

WHEREAS, the Herriman City Council (“Council”) met in regular meeting on October 12, 2016, to consider, among other things, an ordinance adjusting the water impact fee based on unusual circumstances with respect to property located at or near 5923 West Killington Court; and

WHEREAS, Owner of property located at or near 5923 West Killington Court has requested an adjustment to the Water Impact fee based on unusual circumstances; and

WHEREAS, the unusual circumstances are; the property owner owns a 1.68 acre lot, of which approximately .69 acres require the use of water. With the remainder of the lot consisting of driveways, out buildings, and natural vegetation; and

WHEREAS, based on the information presented to Council the Council finds that the property owners intended use and layout of the lot, reduces the potential impact to the water system from 1.68 acres to approximately .69 acres constitutes unusual circumstance; and

WHEREAS, after careful consideration, the Council hereby finds that the unusual circumstances justifies an adjustment of the water impact fee with respect to the property located at or near 5923 West Killington Court.

NOW, THEREFORE, BE IT ORDAINED by the Council that the water impact fee with respect to property located at or near 5923 West Killington Court be adjusted for a usage of .69 acres.

BE IT FURTHER ORDAINED that the City is hereby authorized to implement this ordinance with respect to the property located at or near 5923 West Killington Court.

PASSED AND APPROVED by the Council of Herriman, Utah, this 12th day of October, 2016.

HERRIMAN

ATTEST:

Mayor Carmen Freeman

Jackie Nostrom, City Recorder

STEWART RESIDENCE

CUSTOM HOME

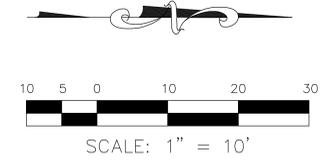
LINE LEGEND

- LOT BOUNDARY
- BUILDING PAD
- PUBLIC UTILITY EASEMENT
- EXISTING GRADE
- PROPOSED GRADE

SITE PLAN GENERAL NOTES

- DUST, MUD AND EROSION SHALL BE CONTROLLED BY WHATEVER MEANS NECESSARY, AND THE ROADWAY SHALL BE KEPT FREE OF MUD AND DEBRIS, AT ALL TIMES.
- BUILDER/OWNER SHALL SECURE AN EXCAVATION PERMIT PRIOR TO DOING ANY WORK IN THE PUBLIC RIGHT-OF-WAY. TRAFFIC PLAN, BONDING AND INSURANCE WILL BE REQUIRED.
- PROVIDE FINISH GRADING AWAY FROM THE HOUSE ON ALL SIDES AT A MINIMUM OF 6" IN FIRST 10'-0" HORIZONTAL SLOPE IN LANDSCAPED AREAS. THEN MAINTAIN 2% MIN. HORIZONTAL SLOPE IN GRADE THEREAFTER TO APPROVED DRAINAGE AREAS.
- IF RETAINING WALLS ARE REQUIRED, A PROFESSIONAL ENGINEER, CURRENTLY LICENSED IN UTAH, SHALL INSPECT AND APPROVE ANY RETAINING WALL THAT IS HIGHER THAN (4) FEET FROM BOTTOM FINISH GRADE TO TOP OF WALL, ONCE CONSTRUCTED.
- PROVIDE ON SITE RETENTION OF ALL STORM WATER RUN OFF, BY WHATEVER MEANS NECESSARY DURING CONSTRUCTION.
- SHOULD GROUND WATER BE INCURRED DURING EXCAVATION, A QUALIFIED SOILS ENGINEER SHALL BE RETAINED TO DESIGN AND APPROVE A CONTINUOUS FRENCH DRAIN AT FOUNDATION ON SITE.
- MAINTAIN NATURAL EXISTING GRADE AT REAR AND SIDES OF LOT WHERE POSSIBLE TO RETAIN STORM WATER, NO RUNOFF ONTO ADJACENT PROPERTIES.

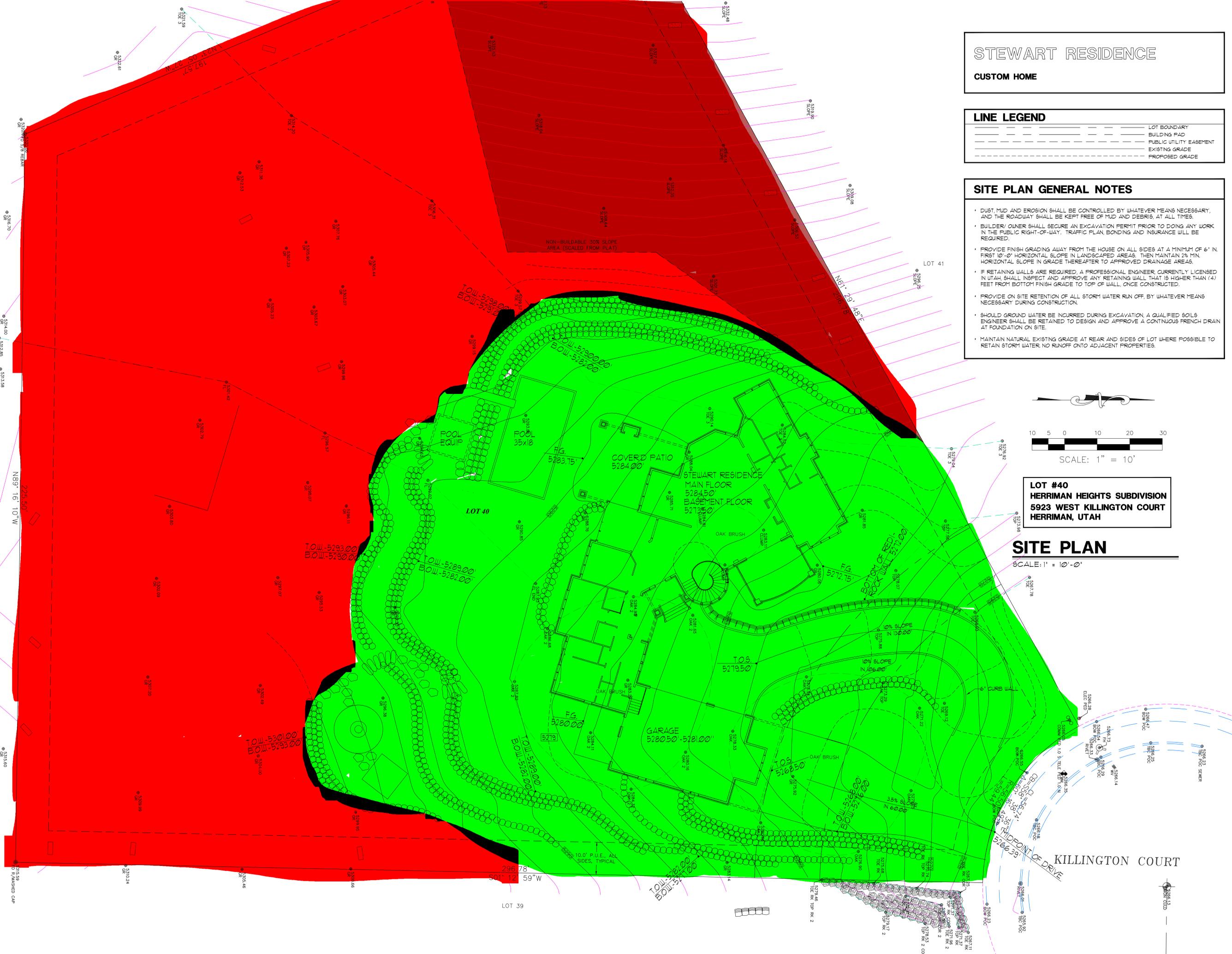
ATTENTION:
THESE PLANS, DRAWINGS AND DESIGNS ARE THE PROPERTY OF LANDFORMS DESIGN. ALL RIGHTS ARE RESERVED, AND NO PART OF THESE PLANS, DRAWINGS OR DESIGNS MAY BE REPRODUCED, COPIED, EITHER WHOLLY OR IN PART, WITHOUT THE WRITTEN CONSENT OF LANDFORMS DESIGN. UNDER PENALTY OF PROSECUTION, THESE PRINTS ARE RELEASED FOR CONSTRUCTION ONLY. ANY REVISIONS OR CHANGES TO THESE PLANS SHALL BE DESIGNED AND DRAWN BY THE DESIGNER.
SUBDIVISION: HERRIMAN HEIGHTS
CITY: HERRIMAN, UTAH
DATE: 2/16/16
SHEET NO. 40
PLEASE NOTIFY LANDFORMS DESIGN OF ANY UNLAWFUL USE.



LOT #40
HERRIMAN HEIGHTS SUBDIVISION
5923 WEST KILLINGTON COURT
HERRIMAN, UTAH

SITE PLAN

SCALE: 1" = 10'-0"



SITE PLAN, DRAWING SCHEDULE & NOTES

STEWART RESIDENCE

CUSTOM HOME
COPYRIGHT 2016 BY LANDFORMS DESIGN

REVISIONS	date	item

RELEASE DATE	2/16/16
CAD TECH	RDA
ENGINEER OF RECORD	CE6

LANDFORMS
DESIGN
100 South
Bountiful, Utah 84010
(801) 298-2250 www.landforms.com

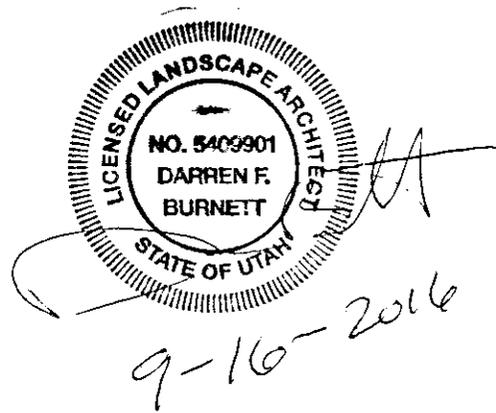
DARREN BURNETT
— B.L.A. LANDSCAPE DESIGNER
1742 WEST 1275 NORTH
FARR WEST UTAH 84404
EMAIL: DARREN@ENVISIONLANDDESIGN.COM



ENVISION LAND DESIGN

Total area calculation of improved area

As per the Landscape Design the total area of improvements for lot # 40 Herriman Heights Subdivision is **30,277 sqft**. The area calculated is everything inside the rear and side fencing up to the front yard curb.





STAFF REPORT

DATE: October 5, 2016

TO: The Honorable Mayor and City Council

FROM: Planning Commission

SUBJECT: Text change to the land use ordinance to create a Technology Manufacturing zone (14Z16)

RECOMMENDATION:

The Planning Commission recommends approval of the text change to the land use ordinance to create a Technology Manufacturing zone.

DISCUSSION:

The City has been interested in locating different types of businesses and uses in the City. During the last amendment to the General Plan, the Council approved the addition of a “Light Industrial Park/Business Park” designation. Currently, there are several hundred acres along Redwood Road with this designation.

Since our zoning ordinance requires all rezones be compliant with the General Plan, it is necessary to create a zone that best fits within this new “Light Industrial Park/Business Park” designation. None of our current Commercial or Industrial Zones align with the intent of the Light Industrial Park designation. The proposed Technology and Manufacturing will allow large business parks to be developed under specific criteria. It will require a master plan for the entire site. It also has landscaping and fencing requirements that will have to be met.

The ordinance proposes that all of the uses in the zone be conditional uses. The City Council may be concerned about some of the uses, depending on the location of the property in the City. Since there is currently no property in the City with this zone, anyone who wishes to use the zone would have to go through the rezone process. When the Planning Commission and City Council review the rezone, they could put a zoning condition (z/c) on the property. That would allow the City to limit the uses on a specific piece of property.

At the previous meeting, the Planning Commission gave staff direction on the list of proposed uses and other changes to be made. The text has been modified based on feedback from the PC

ALTERNATIVES:

N/A

HERRIMAN, UTAH
ORDINANCE NO. 16-

**14Z16- HERRIMAN CITY – TEXT CHANGE TO THE LAND USE ORDINANCE TO
CREATE A TECHNOLOGY MANUFACTURING ZONE**

WHEREAS, the City of Herriman, pursuant to state law, may enact a land use ordinance establishing regulations for land use and development; and

WHEREAS, pursuant to state law, the Planning Commission shall prepare and recommend to the City Council the proposed land use ordinance amendment; and

WHEREAS, pursuant to City of Herriman Land Use Ordinance, the Planning Commission shall hold a public hearing and provide reasonable notice at least 10 days prior to said public hearing to prepare and recommend to the City Council the proposed land use ordinance text changes; and

WHEREAS, notice of the Planning Commission public hearing on the land use ordinance text change was published on July 22, 2016, noticing of the August 4, 2016, public hearing at 7:00 p.m.; and

WHEREAS, the Planning Commission recommended approval of the land use ordinance text change in the meeting held on October 6, 2016, at 7:00 p.m. in the Community Center; and

WHEREAS, pursuant to City of Herriman Ordinance, the City Council must hold a public meeting allowing public input at said public meeting; and

WHEREAS, the City Council public meeting on October 12, 2016, was held at 7:00 p.m.; and

WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman City to adopt the land use ordinance text change as recommended by the Planning Commission;

NOW THEREFORE, be it ordained by the Herriman City Council that the following text change be adopted as a change to the land use ordinance of the City: *(the underlined text is the new wording and the strikethrough text is to be deleted)*

Chapter XX T-M Technology Manufacturing Zone

10-XX-1: PURPOSE OF PROVISIONS:

10-XX-2: DESIGN AND SITE PLAN REVIEW:

10-XX-3: CONDITIONAL USES:

10-XX-5: OWNERSHIP:

10-XX-6: ZONING CONDITION

10-XX-7: MASTER PLAN:
10-XX-8: SETBACKS:
10-XX-9: BUILDING HEIGHT:
10-XX-10: COVERAGE RESTRICTIONS:
10-XX-11: PARKING:
10-XX-12: LANDSCAPING:
10-XX-13: FENCING:
10-XX-14: DESIGN CRITERIA:
10-XX-15: DEVELOPMENT AGREEMENT:

10-XX-1: PURPOSE OF PROVISIONS:

The purpose of the T-M zone is to provide for and encourage the development of well-planned and designed technological and manufacturing parks. These areas are characterized by uses such as research, development, office, data centers, manufacturing, fabrication, processing, storage, warehousing and wholesale distribution. These areas are to be located in proximity to adequate transportation facilities and infrastructure so that the needs of these users may be met in an efficient manner with consideration to adjoining uses, whether uses are existing or included in the general plan.

10-XX-2: DESIGN AND SITE PLAN REVIEW:

All development under this article shall require submission of a master plan for review by the planning commission. The review shall include, but not be limited to, architectural design and theme, building materials, lighting, signage, landscaping, parking, vehicular, bike and pedestrian access and paths, accessory structures, nuisance factors and natural and manmade hazards. The review process shall comply with the regulations of chapter 24, "Conditional Uses", of this title.

10-XX-3: CONDITIONAL USES:

Uses which are conditional within the T-M zone are as follows:

Building Maintenance Services

Commercial Recreational Facility

Commercial Storage or Distribution incidental to an allowed use (excluding junkyards and salvage yards)

Convenience Store

Data Center

Financial

Health/Fitness Club

Hotels and Motels

Laboratory – Medical, Dental, Optical

Light Manufacturing and Assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste, and which: a. Do not process

animal, vegetable, fish, or any food related products or the rendering and refining of fats and oils; b. Encloses all equipment, compressors, generators, and other ancillary equipment within a building or structure.

Medical Research Facility

Monopole,

Offices, Professional

Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)

Public and Quasi-Public uses

Research and Development Facilities

Restaurant

Schools – Vocational and Technical

Temporary Construction Buildings & Yards (12 months maximum)

Temporary Sales Office (12 months maximum)

Warehousing and Wholesale Distribution with no outside storage, incidental to an allowed use

10-XX-5: OWNERSHIP:

All master planned development shall be under unified control at the time of application and shall be planned and scheduled to be developed as a whole. The area shall be in one ownership or control during design and construction to provide for full supervision and control of the development, and to ensure conformance with these provisions and all conditions imposed upon the preliminary and final development plans.

10-XX-6: ZONING CONDITION:

A zoning condition, per section 10-6-4 of this code, may be placed on property at the time of zoning in order to restrict or prohibit uses or building heights that would not be compatible with adjoining uses, whether uses are existing or future uses as shown in the general plan.

10-XX-7: MASTER PLAN:

A master plan shall be reviewed and approved by the planning commission prior to any development in the technology and manufacturing zone. The master plan shall include a minimum of fifty (50) acres. The plan will establish where types of uses will be located and the compatibility of adjacent uses in the development. It should be the goal of the master plan to create natural buffering through the location of compatible uses. The master plan should include the following:

A. Building orientation, size and type;

B. A land use plan that determines where technology, manufacturing, office, and commercial uses will be located;

C. Identification of buffering, screening or distance used to mitigate possible noncompatible uses;

D. Parking areas and vehicle access to the site, including designated truck routes;

E. Engineering issues, to include grading, drainage, sewer and other utilities;

F. Compatibility with uses on adjacent properties, whether uses are existing or included in the general plan.

10-XX-8: SETBACKS:

All setbacks will be determined as part of the master plan, but in no case shall the setbacks be less than thirty (30) feet from any property line.

10-XX-9: BUILDING HEIGHT:

No building or structure shall exceed forty five feet (45') in height, unless approved by the planning commission, but in no case over seventy five feet (75').

10-XX-10: COVERAGE RESTRICTIONS:

No building or structure, or group of buildings, with their accessory buildings, shall cover more than seventy percent (70%) of the area of the lot.

10-XX-11: PARKING:

The parking requirements established in chapter 21 of this title shall apply to all technology and manufacturing zone development.

10-XX-12: LANDSCAPING:

A. All new development shall require a minimum of twenty percent (20%) of the total site landscaped and must meet the landscaping requirements found in this chapter. Landscaping shall include amenities such as water features, sports courts, gazebos, connections to master planned trail, and additional landscaping plantings. All landscaped areas shall be planted with live plant material and include a permanent automatic irrigation system. The owner, tenant and agent shall be jointly and individually responsible for the maintenance of all landscaping in good condition and free from refuse and debris so as to present a healthy, neat and orderly appearance.

B. The front yard area and the side yard area which faces on a street shall be landscaped and maintained with live plant material, including shrubs, flowers and trees for a minimum distance of twenty feet (20') behind the property line for all main uses in the T-M zone. Such areas shall include a permanent sprinkler system to ensure adequate maintenance, and shall comply with section 10-19-18 of this chapter. The planning commission may modify the landscaping requirements herein for any conditional use. The required landscaping must include:

1. Fifty percent (50%) of the landscaped area planted with shrubs, flowers and trees; and
2. The landscaped setback must include a berm that is a minimum of two feet (2') high as measured from the grade of the sidewalk.

C. Parking Lot Landscaping

1. Interior parking lot landscaping is required for any vehicular use area of twelve (12) parking spaces or five thousand (5,000) square feet of pavement, whichever is greater.
2. The minimum amount of required landscaping in the parking lot shall be five percent (5%) of the lot interior. This landscaping counts towards the overall requirement for landscaping on the site.
3. For the purpose of computing the total interior area of any parking lot, all areas within the perimeter of the parking lot shall be counted, including planting islands, curbed areas, corner areas, parking spaces, and all interior driveways and aisles, except those with no parking spaces located on either side.
4. Deciduous shade trees shall be planted within all parking lots on the basis of one tree for each twelve (12) parking spaces. The required trees may be clustered in planter bays or islands, but shall be located throughout the parking area to divide and break up expanses of paving and long rows of parking spaces and to create a canopy effect.
5. Planter bays or islands containing trees shall have a minimum planting area of twenty five (25) square feet, and shall have a minimum width of five feet (5') measured from the back of the curb.

10-XX-13: FENCING:

A minimum eight foot (8') decorative masonry wall is required between warehousing or manufacturing uses and agricultural or residential zones. A higher fence or wall may be allowed or required by the planning commission to separate other non-compatible uses. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined by the planning commission.

10-XX-14: DESIGN CRITERIA:

A. All retail development must comply with the design criteria as required in section 10-13B-15 of this title. Building elevations will be reviewed and approved as part of the master plan.

B. All non-retail building elevations, including accessory buildings, will be reviewed as part of the master plan process. Brick and stone accents should be used on buildings where possible. Metal buildings are prohibited.

10-XX-15 DEVELOPMENT AGREEMENT:

All development in the T-M zone shall require a development agreement to be reviewed and approved by the City Council.

PASSED AND APPROVED this 12th day of October, 2016.

HERRIMAN

ATTEST:

Mayor Carmen Freeman

Jackie Nostrom, City Recorder

Chapter XX T-M Technology and Manufacturing Zone

- 10-XX-1: PURPOSE OF PROVISIONS:
- 10-XX-2: DESIGN AND SITE PLAN REVIEW:
- 10-XX-3: CONDITIONAL USES:
- 10-XX-5: OWNERSHIP:
- 10-XX-6: ZONING CONDITION
- 10-XX-7: MASTER PLAN:
- 10-XX-8: SETBACKS:
- 10-XX-9: BUILDING HEIGHT:
- 10-XX-10: COVERAGE RESTRICTIONS:
- 10-XX-11: PARKING:
- 10-XX-12: LANDSCAPING:
- 10-XX-13: FENCING:
- 10-XX-14: DESIGN CRITERIA:
- 10-XX-15: DEVELOPMENT AGREEMENT:

10-XX-1: PURPOSE OF PROVISIONS:

The purpose of the T-M zone is to provide for and encourage the development of well-planned and designed technological and manufacturing parks. These areas are characterized by uses such as research, development, office, data centers, manufacturing, fabrication, processing, storage, warehousing and wholesale distribution. These areas are to be located in proximity to adequate transportation facilities and infrastructure so that the needs of these users may be met in an efficient manner with consideration to adjoining uses, whether uses are existing or included in the general plan.

10-XX-2: DESIGN AND SITE PLAN REVIEW:

All development under this article shall require submission of a master plan for review by the planning commission. The review shall include, but not be limited to, architectural design and theme, building materials, lighting, signage, landscaping, parking, vehicular, bike and pedestrian access and paths, accessory structures, nuisance factors and natural and manmade hazards. The review process shall comply with the regulations of chapter 24, "Conditional Uses", of this title.

10-XX-3: CONDITIONAL USES:

Uses which are conditional within the T-M zone are as follows:

~~Agricultural (Horticulture)~~

~~Archery Shop and range, provided the use is conducted within a completely enclosed building~~

~~Building Maintenance Services~~

~~Cemetery, mortuary~~

~~Commercial Recreational Facility~~

Commercial Storage or Distribution incidental to an allowed use (excluding junkyards and salvage yards)

~~Conference Center, Convention Center, Reception Center~~

Convenience Store

Data Center

Financial Institutions and Services

~~Greenhouse and nursery; plant materials; soil and lawn service~~

Health/Fitness Club

Hotels and Motels

Laboratory – Medical, Dental, Optical

Light Manufacturing and Assembly which are not obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste, and which: a. Do not process animal, vegetable, fish, or any food related products or the rendering and refining of fats and oils; b. Encloses all equipment, compressors, generators, and other ancillary equipment within a building or structure.

~~Medical and Dental Clinics~~

Medical Research Facility

~~Monopole, on a public or quasi-publicly owned utility site, and not in public parks unless an exception is granted by the planning commission~~

Offices, Professional

Outdoor Storage of Materials, Products and Equipment incidental to an allowed use (excluding junk yards and salvage yards)

~~Printing and Publishing Facilities~~

Public and Quasi-Public uses

Research and Development Facilities

Restaurant

Schools – Vocational and Technical

~~State store~~

Temporary Construction Buildings & Yards (12 months maximum)

Temporary Sales Office (12 months maximum)

Warehousing and Wholesale Distribution with no outside storage, incidental to an allowed use

10-XX-5: OWNERSHIP:

All master planned development shall be under unified control at the time of application and shall be planned and scheduled to be developed as a whole. The area shall be in one ownership or control during design and construction to provide for full supervision and control of the development, and to ensure conformance with these provisions and all conditions imposed upon the preliminary and final development plans.

10-XX-6: ZONING CONDITION:

A zoning condition, per section 10-6-4 of this code, may be placed on property at the time of zoning in order to restrict or prohibit uses or building heights that would not be compatible with adjoining uses, whether uses are existing or future uses as shown in the general plan.

10-XX-7: MASTER PLAN:

A master plan shall be reviewed and approved by the planning commission prior to any development in the technology and manufacturing zone. The master plan shall include a minimum of fifty (50) acres. The plan will establish where types of uses will be located and the compatibility of adjacent uses in the development. It should be the goal of the master plan to create natural buffering through the location of compatible uses. The master plan should include the following:

- A. Building orientation, size and type;
- B. A land use plan that determines where technology, manufacturing, office, and commercial uses will be located;
- C. Identification of buffering, screening or distance used to mitigate possible noncompatible uses;
- D. Parking areas and vehicle access to the site, including designated truck routes;
- E. Engineering issues, to include grading, drainage, sewer and other utilities;
- F. Compatibility with uses on adjacent properties, whether uses are existing or included in the general plan.

10-XX-8: SETBACKS:

All setbacks will be determined as part of the master plan, but in no case shall the setbacks be less than thirty (30) feet from any property line.

10-XX-9: BUILDING HEIGHT:

No building or structure shall exceed forty five feet (45') in height, unless approved by the planning commission, but in no case over seventy five feet (75').

10-XX-10: COVERAGE RESTRICTIONS:

No building or structure, or group of buildings, with their accessory buildings, shall cover more than seventy percent (70%) of the area of the lot.

10-XX-11: PARKING:

The parking requirements established in chapter 21 of this title shall apply to all technology and manufacturing zone development.

10-XX-12: LANDSCAPING:

A. All new development shall require a minimum of twenty percent (20%) of the total site landscaped and must meet the landscaping requirements found in this chapter. Landscaping shall include amenities such as water features, sports courts, gazebos, connections to master planned trail, and additional landscaping plantings. All landscaped areas shall be planted with live plant material and include a permanent automatic irrigation system. The owner, tenant and agent shall be jointly and individually responsible for the maintenance of all landscaping in good condition and free from refuse and debris so as to present a healthy, neat and orderly appearance.

- ~~1. Up to a ten percent (10%) reduction in the required landscaping may be granted by the Planning Commission as part of the master plan if the developer provides additional amenities on site, including, but not limited to: water features, sports courts, gazebos, connection to a master planned trail, and additional landscaping plantings.~~

B. The front yard area and the side yard area which faces on a street shall be landscaped and maintained with live plant material, including shrubs, flowers and trees for a minimum distance of twenty feet (20') behind the property line for all main uses in the T-M zone. Such areas shall include a permanent sprinkler system to ensure adequate maintenance, and shall comply with section [10-19-18](#) of this chapter. The planning commission may modify the landscaping requirements herein for any conditional use. The required landscaping must include:

1. Fifty percent (50%) of the landscaped area planted with shrubs, flowers and trees; and
2. The landscaped setback must include a berm that is a minimum of two feet (2') high as measured from the grade of the sidewalk.

C. Parking Lot Landscaping

1. Interior parking lot landscaping is required for any vehicular use area of twelve (12) parking spaces or five thousand (5,000) square feet of pavement, whichever is greater.
2. The minimum amount of required landscaping in the parking lot shall be five percent (5%) of the lot interior. This landscaping counts towards the overall requirement for landscaping on the site.
3. For the purpose of computing the total interior area of any parking lot, all areas within the perimeter of the parking lot shall be counted, including planting islands, curbed areas, corner areas, parking spaces, and all interior driveways and aisles, except those with no parking spaces located on either side.
4. Deciduous shade trees shall be planted within all parking lots on the basis of one tree for each twelve (12) parking spaces. The required trees may be clustered in planter bays

or islands, but shall be located throughout the parking area to divide and break up expanses of paving and long rows of parking spaces and to create a canopy effect.

5. Planter bays or islands containing trees shall have a minimum planting area of twenty five (25) square feet, and shall have a minimum width of five feet (5') measured from the back of the curb.

10-XX-13: FENCING:

A minimum eight foot (8') decorative masonry wall is required between warehousing or ~~commercial~~ manufacturing uses and agricultural or residential zones. A higher fence or wall may be allowed or required by the planning commission ~~in unusual circumstances~~ to separate other non-compatible uses. Other fencing or landscaping techniques may be used to buffer waterways, trails, parks, open spaces or other uses as determined by the planning commission.

10-XX-14: DESIGN CRITERIA:

A. All retail development must comply with the design criteria as required in section 10-13B-15 of this title. Building elevations will be reviewed and approved as part of the master plan.

B. All non-retail building elevations, including accessory buildings, will be reviewed as part of the master plan process. Brick and stone accents should be used on buildings where possible. Metal buildings are prohibited.

10-XX-15 DEVELOPMENT AGREEMENT:

All development in the T-M zone shall require a development agreement to be reviewed and approved by the City Council.



STAFF REPORT

DATE: September 21, 2016
TO: The Honorable Mayor and City Council
FROM: Planning Commission
SUBJECT: 19Z16 – Proposed Rezone from C-2 to R-2-10

RECOMMENDATION:

The Planning Commission recommended approval of the rezone from C-2 to R-2-10 with a zoning condition of one unit per acre.

DISCUSSION:

This property was originally planned as a commercial corner. The property owner is now asking to rezone it residential to incorporate it with the surrounding residential development. The rezone will bring the property into compliance with the general plan.

Herriman, Utah

Ordinance No. 16-xx

Rezone property located at approximately 12600 S Anthem Park Blvd from C-2 (Commercial) to R-2-10 (Medium Density Residential) (File No. 19Z16)

WHEREAS, the City of Herriman, pursuant to state law, may enact a land use ordinance establishing regulations for land use and development; and

WHEREAS, pursuant to City of Herriman Ordinance, the Planning Commission shall hold a public hearing and provide reasonable notice at least 10 days prior to said public hearing to prepare and recommend to the City Council the proposed land use ordinance map changes; and

WHEREAS, notice of the Planning Commission public hearing on the land use ordinance map change was sent to property owners within 600 feet on September 5, 2016, noticing of the September 15, 2016, public hearing at 7:00 p.m.; and

WHEREAS, the Planning Commission recommended approval of the land use ordinance map change in the meeting held on September 15, 2016, at 7:00 p.m. in the Community Center; and

WHEREAS, pursuant to City of Herriman Ordinance, the City Council must hold a public meeting allowing public input at said public meeting; and

WHEREAS, the City Council public meeting on September 28, 2016, was held at 7:00 p.m. in the Community Center; and

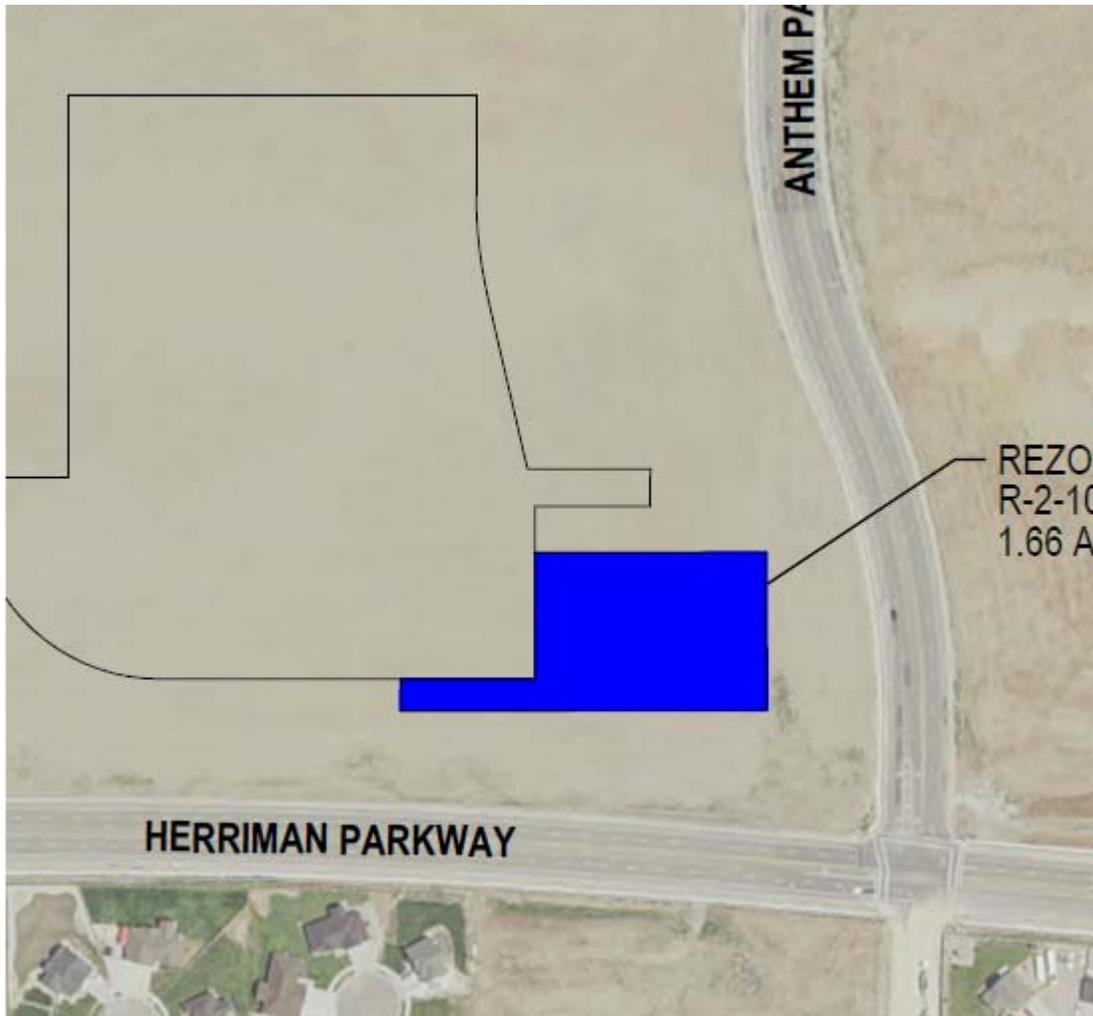
WHEREAS, the City Council finds that it is in the best interest of the citizens of Herriman to adopt the land use ordinance map change as recommended by the Planning Commission;

NOW THEREFORE, be it ordained by the Herriman City Council that the following legally described area be adopted as a map change from C-2 to R-2-10 with a zoning condition of one (1) unit per acre on the zoning map of the City.

Beginning at a point being South 00°03'17" East 3,756.88 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°03'17" East 209.90 feet;
thence South 89°57'52" West 488.51 feet;
thence North 00°39'40" East 41.50 feet;
thence North 89°57'52" East 178.99 feet;
thence North 00°03'17" West 168.35 feet;
thence North 89°57'18" East 309.00 feet to the point of beginning.

Contains 72,291 Square Feet or 1.660 Acres



PASSED AND APPROVED this 28th day of September 2016.

HERRIMAN CITY COUNCIL

By: _____
Carmen Freeman, Mayor

ATTEST:

Jackie Nostrom, City Recorder



STAFF REPORT

DATE: September 22, 2016

TO: The Honorable Mayor and City Council

FROM: John Brems, City Attorney

SUBJECT: Approval of an ordinance approving the Master Development Agreement for the Anthem Master Planned Community

RECOMMENDATION:

Approval of an ordinance approving the Master Development Agreement for the Anthem Master Planned Community.

DISCUSSION:

This Development Agreement would allow the transfer of density. The Developer has requested the City Council approve an increase of dwelling units in the section between 5600 West and 6000 West as previously discussed. See the attached Development Agreement.

HERRIMAN, UTAH
ORDINANCE NO. 16.

**AN ORDINANCE OF THE CITY COUNCIL OF HERRIMAN
APPROVING THE MASTER DEVELOPMENT AGREEMENT FOR ANTHEM
MASTER PLANNED COMMUNITY**

WHEREAS, the Herriman City Council (“*Council*”) met in regular meeting on September __, 2016 to consider, among other things, approving the Master Development Agreement for Anthem Master Planned Community; and

WHEREAS, the Utah Code Ann. § 10-9a-102 authorizes, among other things, that the City may enter into development agreements; and

WHEREAS, staff has presented to the Council the Development Agreement for Anthem Master Planned Community (“*Development Agreement*”); and

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

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

This ordinance, assigned no. 16.__, shall take effect immediately upon passage and acceptance as provided herein.

PASSED AND APPROVED by the Council of Herriman, Utah, this __ day of September 2016.

HERRIMAN

Mayor Carmen Freeman

ATTEST:

Jackie Nostrom City Recorder

**MASTER DEVELOPMENT AGREEMENT
FOR
ANTHEM MASTER PLANNED COMMUNITY**

September __, 2016

WHEN RECORDED, RETURN TO:

**MASTER DEVELOPMENT AGREEMENT
FOR
ANTHEM MASTER PLANNED COMMUNITY**

THIS MASTER DEVELOPMENT AGREEMENT is made and entered as of the ___ day of September, 2016, by and among the Herriman City, a political subdivision of the State of Utah, Fort Herriman Crossing, L.L.C. and Anthem Utah, L.L.C. a Utah limited liability company.

RECITALS

- A. The capitalized terms used in these Recitals are defined in Section 1.2, below.
- B. Owner owns the 60-Acre Property and the MU2 Property.
- C. Master Developer has a contract with Owner to develop the 60-Acre Property and the MU2 Property.
- D. The City has or will zone(d) the MU-2 Property as C-2.
- E. Owner, Master Developer and the City desire that 60-Acre Property and the MU2 Property be developed in a unified and consistent fashion pursuant to a Master Plan subsequently approved by the Planning Commission and this MDA.
- F. Development of the 60-Acre Property and the MU2 Property are related to a contemporaneous development of the Anthem Commercial Project and this MDA and that a certain number of residential units may be transferred from the MU-2 Property to the 60- Acre Property.

G. Development of the Project as a master planned community pursuant to this MDA is acknowledged by the parties to be consistent with LUDMA and Ordinance and to operate to the benefit of the City, Owner, Master Developer, and the general public.

H. The City Council has reviewed this MDA and determined that it is consistent with the Act, the Zoning Ordinance and of the 60-Acre Property and the MU2 Property.

I. The parties acknowledge that development of the 60-Acre Property and the MU2 Property pursuant to this MDA will result in significant planning and economic benefits to the City and its residents by, among other things requiring orderly development of the 60-Acre Property and the MU2 Property as a master planned community and increasing 60-Acre Property tax and other revenues to the City based on improvements to be constructed on the 60-Acre Property and the MU2 Property.

J. Development of the 60-Acre Property and the MU2 Property pursuant to this MDA will also result in significant benefits to Owner and Master Developer by providing assurances to Owner and Master Developer that it will have the ability to develop the 60-Acre Property and the MU2 Property in accordance with this MDA.

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

L. The parties desire to enter into this MDA to specify the rights and responsibilities of Owner and the Master Developer to develop the 60-Acre Property as expressed in this MDA and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this MDA.

M. The parties understand and intend that this MDA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann. §10-9a-102

(2016).

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

TERMS

1. Incorporation of Recitals and Exhibits/ Definitions.

1.1. **Incorporation.** The foregoing Recitals and Exhibits “A” and “B” are hereby incorporated into this MDA.

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

1.2.1. **60-Acre Property** means that approximately 60.103 acres of real property owned or controlled by Master Developer more fully described in Exhibit "A".

1.2.2. **Act** means the Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, *et seq.* (2016).

1.2.3. **Administrator** means the person designated by the City as the Administrator of this MDA.

1.2.4. **Anthem Commercial Project** means the intended development by parties related to Master Developer of an approximately 56acre site located at approximately 12000 South 5400 West which includes Walmart.

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

1.2.6. **Buildout** means the completion of all of the development on the entire Project in accordance with the approved plans.

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

1.2.8. **City Consultants** means those outside consultants employed by the City in various specialized disciplines such as traffic, hydrology or drainage for reviewing certain aspects of the development of the Project.

1.2.9. **City's Future Laws** means the ordinances, policies, standards, procedures and processing fee schedules of the City which may be in effect as of a particular time in the future when a Development Application is submitted for a part of the Project and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.10. **City's Vested Laws** means the ordinances, policies, standards and procedures of the City in effect as of the date of this MDA, a digital copy of which is attached as Exhibit "B".

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

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

1.2.13. **Denied** means a formal denial issued by the final decision-making body of the City for a particular type of Development Application but does not include review comments or "redlines" by City staff.

1.2.14. **Development** means the development of a portion of the Property pursuant to an approved Development Application.

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

1.2.16. **Development Report** means a report containing the information specified in Sections 3.5 or 3.6 submitted to the City by Master Developer for a Development by

Master Developer or for the sale of any Parcel to a Subdeveloper or the submittal of a Development Application by a Subdeveloper pursuant to an assignment from Master Developer.

1.2.17. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, or any successor provision, and approved by the City, effectuating a Subdivision of any portion of the Project.

1.2.18. **Master Developer** means Anthem Utah, L.L.C., a Utah limited liability Company, and its assignees or transferees as permitted by this MDA.

1.2.19. **Maximum Residential Units** means the development on the 60-Acre Property of four hundred sixty Residential Dwelling Units consisting of 304 Residential Dwelling Units that are already zoned for the 60-Acres and 156 Transferred Residential Units unless the Owner and Master Developer agree to a lesser number.

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

1.2.21. **MU2 Property** means a portion of the Anthem Commercial Property of approximately 40 acres owned or controlled by Master Developer.

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

1.2.23. **Open Space** shall have the meaning specified in Section 10-20-9 of the City's Vested Laws.

1.2.24. **Outsourc[e][ing]** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.25. **Owner** means Fort Herriman Crossing, L.L.C., a Utah limited liability company

1.2.26. **Parcel** means a portion of the Property that is created by the Master Developer to be sold to a Subdeveloper as a Subdivision that is not an individually developable lot as specified in Section 6.9.

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

1.2.28. **Project** means the total development to be constructed on the 60-Acre Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA.

1.2.29. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application.

1.2.30. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for use as a single family residence.

1.2.31. **Subdeveloper** means a person or an entity not "related" (as defined by Internal Revenue Service regulations) to Owner or Master Developer which purchases a Parcel for development.

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

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

1.2.34. **Transferred Residential Units** means the development on the 60-Acre Property of one hundred fifty-six (156) Residential Dwelling Units resulting from the rezoning of the Anthem Commercial Project subject to the condition subsequent specified in Section 10, below.

1.2.35. **Zoning Ordinance** means the City's Land Use and Development Ordinance adopted pursuant to the Act that was in effect as of the date of this MDA as a part of the City's Vested Laws.

2. **Effect of MDA.** This MDA shall be the sole agreement between the parties related to the Project and the 60-Acre Property.

3. **Development of the Project.**

3.1. **Compliance with the Master Plan and this MDA.** Development of the Project shall be in accordance with the City's Vested Laws, the City's Future Laws (to the extent that these are applicable as otherwise specified in this MDA), subsequently approved Master Plan and this MDA.

3.2. **Maximum Residential Units.** At Buildout of the Project, Owner and Master Developer shall be entitled to have developed the Maximum Residential Units as specified in and pursuant to this MDA subject to the conditions subsequent in Section 10.

3.3. **Accounting for Residential Units for Parcels Sold to Subdevelopers.** Any Parcel sold by Owner or Master Developer to a Subdeveloper shall include the transfer of a specified portion of the Maximum Residential Units and, for any non-residential use, shall specify the amount and type of any such other use sold with the Parcel At the

recordation of a Final Plat or other document of conveyance for any Parcel sold to a Subdeveloper, Master Developer shall provide the City a Sub-Development Report showing the ownership of the Parcel(s) sold, the portion of the Maximum Residential Units and/or other type of use transferred with the Parcel(s), the amount of the Maximum Residential Units remaining with Owner and Master Developer and any material effects of the sale on the Master Plan.

4. **Zoning and Vested Rights.**

4.1. **Zoning.** The City has or will zone the MU-2 Property as C-2.

4.2. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City, Owner and Master Developer intend that this MDA grants Owner and Master Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws and the Master Plan except as specifically provided herein. The Parties intend that the rights granted to Master Developer under this MDA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grant to Master Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. § 10-9a-509 (2016). The vested rights granted hereunder are subject to the conditions subsequent specified in Section 10. To the extent that any such conditions subsequent are not performed then vested rights shall be deemed to have lapsed.

4.3. **Exceptions.** The restrictions on the applicability of the City's Future Laws to the Project as specified in Section 4.2 are subject to only the following exceptions:

4.3.1. Owner and Master Developer Agreement. City's Future Laws that Owner and Master Developer agrees in writing to the application thereof to the Project;

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

4.3.3. Codes. City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare;

4.3.4. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated; or,

4.3.5. Fees. Changes to the amounts of fees (but not changes to the times provided in the City's Vested Laws for the imposition or collection of such fees) for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

4.3.6. Planning and Zoning Modification. Changes by the City to its planning principles and design standards such as architectural or design requirements, setbacks

or similar items so long as such changes do not work to reduce the Maximum Equivalent Residential Units, are generally applicable across the entire City to the respective Zones within the Project and do not materially and unreasonably increase the costs of any Development.

4.3.7. Compelling, Countervailing Interest. Laws, rules or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code Ann. § 10-9a-509(1)(a)(i) (2016).

5. **Term of Agreement.** The term of this MDA shall be until December 31, 2025. This MDA shall also terminate automatically at Buildout.

6. **Processing of Development Applications.**

6.1. **Outsourcing of Processing of Development Applications.** Within fifteen (15) business days after receipt of a Development Application and upon the request of Master Developer the City and Master Developer will confer to determine whether the City desires to Outsource the review of any aspect of the Development Application to insure that it is processed on a timely basis. If the City determines that Outsourcing is appropriate then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by the Master Developer or Subdeveloper in good faith consultation with the Master Developer or Subdeveloper (either overtime to City employees or the hiring of a City Consultant). If the Master Developer or a Subdeveloper notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs then the Master Developer or Subdeveloper shall deposit in advance with the City the estimated differential cost and the City shall then promptly

precede with having the work Outsourced. Upon completion of the Outsourcing services and the provision by the City of an invoice (with such reasonable supporting documentation as may be requested by Master Developer or Subdeveloper) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Master Developer or the Subdeveloper shall, within ten (10) business days pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

6.2. Acceptance of Certifications Required for Development Applications. Any Development Application requiring the signature, endorsement, or certification and/or stamping by a person holding a license or professional certification required by the State of Utah in a particular discipline shall be so signed, endorsed, certified or stamped signifying that the contents of the Development Application comply with the applicable regulatory standards of the City. The City should endeavor to make all of its redlines, comments or suggestions at the time of the first review of the Development Application unless and changes to the Development Application raise new issues that need to be addressed.

6.3. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to determine impacts of a Development Application such as for structures, bridges, water tanks, and other similar matters which are not required by the City's Vested Laws to be certified by such experts as part of a Development Application, the City may engage such experts as City Consultants under the processes specified in Section 6.1 with the actual and reasonable costs being the responsibility of Applicant. If the City needs any other technical

expertise other than as specified above, under extraordinary circumstances specified in writing by the City, the City may engage such experts as City Consultants under the processes in Section 6.1 with the actual and reasonable costs being the responsibility of Applicant.

6.4. Planning Commission Review. The Planning Commission shall review and consider any Development Application that the City's Planning Staff determines is required to be so reviewed based on any PUD approval or other requirement of the City's Vested Laws. If the Planning Commission determines that the Development Application should be approved then the City shall approve it. If the Planning Commission does not approve the Development Application the City Council shall approve it if the Development Application is consistent with this MDA and the Master Plan which shall be considered to be superior to any prior PUD approval.

6.5. City Denial of a Development Application. If the City denies a Development Application the City shall provide a written determination advising the Applicant of the reasons for denial including specifying the reasons the City believes that the Development Application is not consistent with this MDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).

6.6. Meet and Confer regarding Development Application Denials. The City and Applicant shall meet within fifteen (15) business days of any Denial to resolve the issues specified in the Denial of a Development Application.

6.7. City Denials of Development Applications Based on Denials from Non-City Agencies. If the City's denial of a Development Application is based on the denial of the Development Application by a Non-City Agency, Master Developer shall appeal any

such denial through the appropriate procedures for such a decision and not through the processes specified below.

6.8. Mediation of Development Application Denials.

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

6.8.2. Mediation Process. If the City and Applicant are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

6.9. Arbitration of Development Application Objections.

6.9.1. Issues Subject to Arbitration. Issues regarding the City's Denial of a Development Application that are subject to resolution by scientific or technical experts such as traffic impacts, water quality impacts, pollution impacts, etc. are subject to arbitration.

6.9.2. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 6.8.

6.9.3. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. Applicant shall pay the fees of the chosen arbitrator. The chosen arbitrator shall within fifteen (15) business days, review the positions of the parties regarding the arbitration issue and render a decision. The arbitrator shall ask the prevailing party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

6.10. **Parcel Sales.** The City acknowledges that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development of a particular Parcel may not be known at the time of the creation of or sale of a Parcel. Owner and Master Developer may obtain approval of a Subdivision that does not create any individually developable lots in the Parcel without being subject to any requirement in the City's Vested Laws to complete or provide security for any Public

Infrastructure at the time of such subdivision. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Developer or a Subdeveloper upon a subsequent re-Subdivision of the Parcel that creates individually developable lots. However, construction of improvements shall not be allowed until the Developer or Subdeveloper complies with the City's Vested Laws.

7. **Application Under City's Future Laws.** Without waiving any rights granted by this MDA, Owner and Master Developer may at any time, choose to submit a Development Application for some or all of the Project under the City's Future Laws in effect at the time of the Development Application so long as Owner and Master Developer and any Subdivider is not in current breach of this Agreement. Any Development Application filed for consideration under the City's Future Laws shall be governed by all portions of the City's Future Laws related to the Development Application. The election by Owner and Master Developer at any time to submit a Development Application under the City's Future Laws shall not be construed to prevent Owner and Master Developer from relying for other Development Applications on the City's Vested Laws.

8. **Tax Benefits.** The City acknowledges that Owner or Master Developer may seek and qualify for certain tax benefits by reason of conveying, dedicating, gifting, granting or transferring portions of the 60-Acre Property to the City or to a charitable organization for Open Space. Owner or Master Developer shall have the sole responsibility to claim and qualify for any tax benefits sought by Owner or Master Developer by reason of the foregoing. The City shall reasonably cooperate with Owner or Master Developer to the maximum extent allowable under law to allow Owner or Master Developer to take advantage of any such tax benefits.

9. **Public Infrastructure.**

9.1. Construction by Owner and Master Developer. Owner and Master Developer shall have the right and the obligation to construct or cause to be constructed and installed all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application.

9.2. Bonding. If and to the extent required by the City's Vested Laws, unless otherwise provided by Chapter 10-9a of the Utah Code as amended, security for any Public or private Infrastructure—is required by the City it shall provide in a form acceptable to the City as specified in the City's Vested Laws. Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws.

10. Conditions Subsequent for Vesting and Use of Residential Dwelling Units.

10.1. Transferred Residential Units. The right to develop the Transferred Residential Units on the 60-Acre Property shall become fully vested upon City approval and recordation of this MDA and the rezoning of the MU2 Property.

11. Upsizing/Reimbursements to Master Developer.

11.1. "Upsizing". The City shall not require Owner or Master Developer to “upsize” any future Public Infrastructure (i.e., to construct the infrastructure to a size larger than required to service the Project) unless financial arrangements reasonably acceptable to Owner and Master Developer are made to compensate Owner and/or Master Developer for the incremental or additive costs of such upsizing. For example, if an upsize to a water pipe size increases costs by 10% but adds 50% more capacity, the City shall only be responsible to compensate Owner and Master Developer for the 10% cost increase. Acceptable financial arrangements for upsizing of improvements include reimbursement

agreements, payback agreements, pioneering agreements, and impact fee credits and reimbursements.

12. **Open Space.** At Buildout, the Project shall provide an additional minimum of 6 acres of Open Space.

13. **Default.**

13.1. **Notice.** If Owner, Master Developer or a Subdeveloper or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party. If the City believes that the Default has been committed by a Subdeveloper then the City shall also provide a courtesy copy of the Notice to Owner and Master Developer.

13.2. **Contents of the Notice of Default.** The Notice of Default shall:

13.2.1. **Specific Claim.** Specify the claimed event of Default;

13.2.2. **Applicable Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;

13.2.3. **Materiality.** Identify why the Default is claimed to be material; and

13.2.4. **Optional Cure.** If the City chooses, in its discretion, it may propose a method and time for curing the Default which shall be of no less than thirty (30) days duration.

13.3. **Meet and Confer, Mediation, Arbitration.** Upon the issuance of a Notice of Default the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Sections 6.6 and 6.8. If the claimed Default is subject to Arbitration as provided in Section 6.9 then the parties shall follow such processes.

13.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by Mediation, and if the Default is not subject to Arbitration then the parties may have the following remedies, except as specifically limited in 13.9:

13.4.1. Law and Equity. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and/or specific performance.

13.4.2. Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

13.4.3. Future Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project in the case of a default by Owner or Master Developer, or in the case of a default by a Subdeveloper, development of those Parcels owned by the Subdeveloper until the Default has been cured.

13.5. **Public Meeting.** Before any remedy in Section 12.4 may be imposed by the City the party allegedly in Default shall be afforded the right to attend a public meeting before the City Council and address the City Council regarding the claimed Default.

13.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the City Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 12.4 without the requirements of Sections 12.5. The City shall give Notice to Owner and Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Developer and/or any applicable Subdeveloper shall be allowed to address the City Council at that meeting

regarding the claimed emergency Default

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

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

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

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

To the Master Developer:

Anthem Utah, L.L.C.
Attn: Doug Young
6150 South Redwood Road, Suite 150
Taylorsville, UT 84123

To Owner:

Fort Herriman Crossing, L.L.C.
Attn: Doug Young
6150 South Redwood Road, Suite 150
Taylorsville, UT 84123

With a Copy for Owner and Master Developer to:

Bruce R. Baird, Esq.

Bruce R. Baird PLLC
2150 South 1300 East, Fifth Floor
Salt Lake City, UT 84106
bbaird@difficultdirt.com

To the City:

Herriman City
Attn: City Manager
13011 South Pioneer Street (6000 West)
Herriman, UT 84096

Herriman City
Attn: City Attorney
13011 South Pioneer Street (6000 West)
Herriman, UT 84096

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

14.1.1. Hand Delivery. Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice). If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

14.1.2. Electronic Delivery. Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice. If the copy is not sent on the same day, then notice shall be deemed effective the date that the mailing or personal delivery occurs.

14.1.3. Mailing. On the day the Notice is postmarked for mailing, postage prepaid,

by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

15. **Estoppel Certificate.** Upon twenty (20) days prior written request by Owner or Master Developer or a Subdeveloper, the City will execute an estoppel certificate to any third party certifying that Owner, Master Developer or a Subdeveloper, as the case may be, at that time is not in default of the terms of this Agreement.

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

17. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City, Owner or Master Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the 60-Acre Property or the MU2 Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities—except for warranty bond requirements under City’s Vested Laws and as allowed by state law—for the dedicated public improvement shall be the City's.

18. **Assignability.** The rights and responsibilities of Owner and Master Developer under this MDA may be assigned in whole or in part by Owner or Master Developer with the consent of the City as provided herein.

18.1. **Sale of Lots.** Owner or Master Developer’s selling or conveying lots in any

approved Subdivision or Parcels to builders, users, or Subdevelopers, shall not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Owner or Master Developer.

18.2. **Related Entity.** Owner or Master Developer’s transfer of all or any part of the 60-Acre Property to any entity “related” to Owner or Master Developer (as defined by regulations of the Internal Revenue Service in Section 165), Owner or Master Developer’s entry into a joint venture for the development of the Project or Owner or Master Developer’s pledging of part or all of the Project as security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Master Developer.

Owner and Master Developer shall give the City Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the City with all necessary contact information for the newly responsible party.

18.3. **Notice.** Owner and Master Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

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

18.5. **Partial Assignment.** If any proposed assignment is for less than all of Owner’s or Master Developer’s rights and responsibilities then the assignee shall be responsible for

the performance of each of the obligations contained in this MDA to which the assignee succeeds. Upon any such approved partial assignment, Owner and Master Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

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

18.7. **Assignees Bound by MDA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

19. **Binding Effect.** If Owner or Master Developer sells or conveys Parcels of lands to Subdevelopers or related parties, the lands so sold and conveyed shall bear the same rights, privileges, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Owner or Master Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein.

20. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be

deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

21. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect.

22. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

23. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

24. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City, Owner and Master Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and the Master Developer. The initial representative for the City shall be the City Manager and the initial representative for Owner and Master Developer shall be Doug Young. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

25. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

26. **Applicable Law.** This MDA is entered into in Utah County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.

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

28. **Entire Agreement.** This MDA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

29. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land. The data disk of the City's Vested Laws, Exhibit "B", shall not be recorded in the chain of title. A secure copy of Exhibit "B" shall be filed with the City Recorder and each party shall also have an identical copy.

30. **Authority.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. Specifically, on behalf of the City, the signature of the City Manager of the City is affixed to this MDA lawfully binding the City pursuant to Resolution No. ___ adopted by the City on September __, 2016.

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

MASTER DEVELOPER

CITY

Anthem Utah, LLC

Herriman City

By: _____
Its: _____

By: _____,
Its: City Manager

OWNER
Fort Herriman Crossing, LLC

By: _____
Its: _____

Approved as to form and legality:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the ____ day of September, 2016, personally appeared before me _____ who being by me duly sworn, did say that he is the City Manager of Herriman City, a political subdivision of the State of Utah, and that said instrument was signed in behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

MASTER DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of September, 2016, personally appeared before me Doug Young, who being by me duly sworn, did say that he is the Manager of Anthem Utah, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the _____ day of September, 2016, personally appeared before me Doug Young, who being by me duly sworn, did say that he is the Manager of Fort Herriman Crossing, LLC, a Utah limited liability company and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

My Commission Expires: _____

Residing at: _____

TABLE OF EXHIBITS

Exhibit "A"
Exhibit "B"

Legal Description of 60-Acre Property
City's Vested Laws

Anthem 85s – Development Property Area

Beginning at a point on the Westerly Right-of-Way Line of Anthem Park Boulevard, said point being North 89°59'00" West 18.40 feet and South 2,896.28 feet from the Northeast Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°07'34" West 226.12 feet along the Westerly Right-of-Way Line of said Anthem Park Boulevard;

thence Southeasterly 223.57 feet along the arc of a 1,103.00 foot radius curve to the left (center bears South 89°52'26" East and the chord bears South 05°40'50" East 223.18 feet with a central angle of 11°36'47") along the Westerly Right-of-Way Line of said Anthem Park Boulevard;

thence South 00°03'17" East 622.30 feet;

thence South 89°57'52" West 1,325.10 feet;

thence South 00°02'02" East 113.46 feet;

thence South 89°57'57" West 112.87 feet;

thence North 00°06'45" East 526.00 feet;

thence South 89°57'57" West 869.20 feet to the Easterly Right-of-Way Line of Mustang Trail

Way;

thence North 00°08'37" East 1,372.98 feet along the Easterly Right-of-Way Line of Mustang Trail

Way;

thence South 89°51'23" East 5.00 feet along the Easterly Right-of-Way Line of Mustang Trail

Way;

thence North 00°07'38" East 60.00 feet along the Easterly Right-of-Way Line of Mustang Trail

Way;

thence North 89°51'23" West 4.98 feet along the Easterly Right-of-Way Line of Mustang Trail

Way;

thence North 00°08'37" East 19.90 feet along the Easterly Right-of-Way Line of Mustang Trail

Way;

thence North 89°14'15" East 149.97 feet;

thence North 85°11'12" East 45.16 feet;

thence North 86°27'20" East 331.95 feet;

thence South 79°40'48" East 111.62 feet;

thence South 87°03'11" East 99.10 feet;

thence South 74°53'01" East 48.21 feet;

thence South 56°29'42" East 89.86 feet;

thence South 66°56'04" East 205.05 feet;

thence South 58°15'23" East 62.31 feet;

thence South 53°43'10" East 65.76 feet;

thence South 47°59'04" East 57.24 feet;

thence South 35°03'11" East 38.17 feet;

thence South 26°31'29" East 56.07 feet;

thence South 00°18'48" West 91.73 feet;

thence Southeasterly 203.77 feet along the arc of a 350.00 foot radius curve to the left (center bears South 89°41'12" East and the chord bears South 16°21'56" East 200.90 feet with a central angle of 33°21'28");

thence South 32°33'55" East 55.04 feet;

thence Southeasterly 120.86 feet along the arc of a 100.00 foot radius curve to the left (center bears North 57°26'05" East and the chord bears South 67°11'17" East 113.63 feet with a central angle of 69°14'45");

thence North 78°11'21" East 208.03 feet;

thence South 86°05'40" East 169.60 feet;
thence South 78°51'44" East 162.49 feet;
thence South 75°50'35" East 174.89 feet;
thence South 88°33'25" East 137.39 feet;
thence South 00°07'34" West 38.29 feet;
thence South 84°33'45" East 10.04 feet to the point of beginning.

Contains 3,147,045 Square Feet or 72.246 Acres

LESS AND EXCEPTING the following parcel:

Beginning at a point being North 89°59'00" West 151.12 feet and South 3,644.84 feet from the Northeast Corner of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Southeasterly 10.29 feet along the arc of a 522.50 foot radius curve to the right (center bears South 88°49'01" West and the chord bears South 00°37'08" East 10.29 feet with a central angle of 01°07'42");

thence South 00°03'17" East 39.71 feet;
thence South 89°57'52" West 154.50 feet;
thence South 00°03'17" East 230.59 feet;
thence South 89°57'52" West 500.70 feet;

thence Northwesterly 392.71 feet along the arc of a 250.00 foot radius curve to the right (center bears North 00°02'08" West and the chord bears North 45°02'06" West 353.56 feet with a central angle of 90°00'05");

thence North 00°02'03" West 18.48 feet;
thence North 89°57'57" East 128.50 feet;
thence North 00°02'03" West 511.55 feet;
thence North 89°57'52" East 544.03 feet;
thence South 133.82 feet;

thence Southeasterly 135.82 feet along the arc of a 600.00 foot radius curve to the left (center bears East and the chord bears South 06°29'06" East 135.53 feet with a central angle of 12°58'11");

thence South 12°58'11" East 236.97 feet;
thence North 89°57'52" East 164.28 feet to the point of beginning.

Contains 485,380 Square Feet or 11.143 Acres

Net Acreage Contains 2,661,665 Square Feet or 61.103 Acres

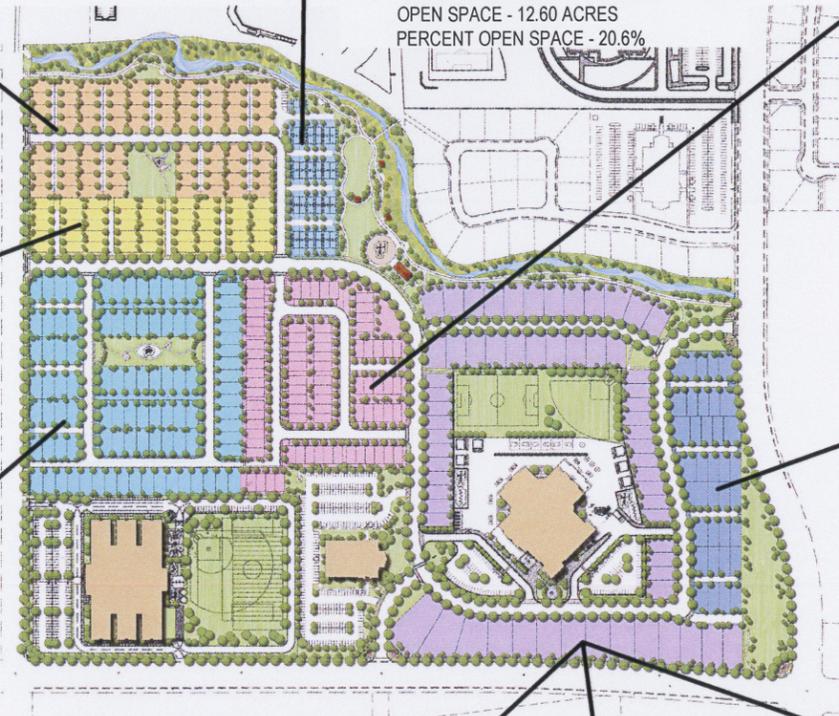


61.103 ACRES

City's Vested Laws to be inserted here...



ANTHEM PHASE 3 DEVELOPMENT (420 UNITS)
 TOTAL AREA 82.74 ACRES 5.1 UPA
 SCHOOL AREAS 21.64 ACRES
 NET DEVELOPMENT 61.10 ACRES 6.9 UPA
 OPEN SPACE - 12.60 ACRES
 PERCENT OPEN SPACE - 20.6%



72

42

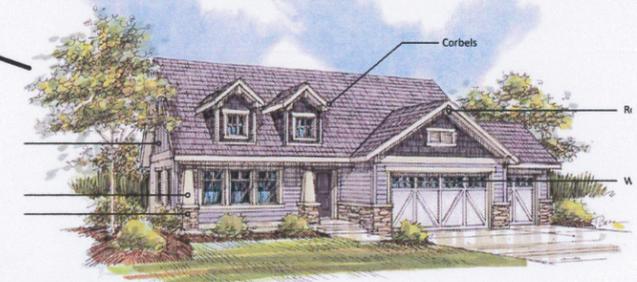
78

45

35

95

53



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Window Detail: