



PLANNING COMMISSION AGENDA

Thursday, August 05, 2021

NOTICE IS HEREBY GIVEN that the Herriman Planning Commission shall assemble for a meeting in the City Council Chambers, located at
5355 W HERRIMAN MAIN STREET, HERRIMAN, UTAH

PUBLIC HEARINGS FOR THIS MEETING WILL BE CONDUCTED BOTH IN PERSON AND ELECTRONICALLY. ANY PERSON INTERESTED IN ADDRESSING THE COMMISSION MAY SUBMIT A COMMENT BY EMAILING RECORDER@HERRIMAN.ORG OR BY VISITING HERRIMAN.ORG/PC-AGENDA-MINUTES/ WHERE THERE WILL BE A PUBLIC COMMENT FORM BUTTON. YOUR STATEMENT WILL BE READ INTO THE PUBLIC RECORD. ALL COMMENTS MUST INCLUDE THE RESPONDENT'S NAME AND THE PUBLIC HEARING FILE NUMBER.

1. 6:00 PM - Work Meeting (Fort Herriman Conference Room)

1.1. Review of City Council Decisions - Clinton Spencer, Planning Manager

1.2. Review of Agenda Items - Planning Staff

1.3. Discussion of Text Amendment to Move Planning Commission Meetings to Wednesdays in 2022 - Clinton Spencer, Planning Manager

1.4. Discussion of Text Amendment to Authorize Community Development Director to

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Initiate Text Amendments - Clinton Spencer, Planning Manager

2. 7:00 PM - Regular Planning Commission Meeting

2.1. Invocation, Thought, Reading and/or Pledge of Allegiance

2.2. Roll Call

2.3. Conflicts of Interest

2.4. Approval of Minutes for the May 20, 2021 Planning Commission Meeting

[2021_05_20 PCM Minutes DRAFT.pdf](#)

3. Administrative Items

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application compliance with the ordinance.

3.1. Request: Approval for Preliminary Plat to Individually Plat an Existing Fourplex Building at 14423 S Ferndale Way.

Zone: MU-2 (Mixed Use)

Applicant: Brandon Anderson w/ Power4 Investments, LLC (legal representative)

Acres: 0.08 Acres

File Number: 2021-080

[2021-080_PC_Packet.pdf](#)

3.2. Request: Approval for Preliminary Plat to Adjust a Property Lot Line at 4488 W Birkdale Dr.

Zone: R-2-15 (Residential)

Applicant: Clark Graff w/ Fieldstone Summit Creek, LLC (legal representative)

Acres: 0.28 Acres

File Number: S2021-076

[S2021-076_PC.pdf](#)

3.3. Request: Conditional Use Approval for Monument Sign for The Emerson Apartments at 5605 W Roe Deer Lane

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Zone: R-M (Residential)

Applicant: Blake Anderson (legal representative)

Acres: N/A

File Number: 2021-074

[**C2021-074_Emerson_Monument_CU_Final_.pdf**](#)

4. Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for a decision at the next available City Council meeting.

4.1. Request: Approval for the Master Development Agreement and Design Standards for the Proposed Olympia Development at approximately 7051 West 12600 South with ~ 933 Acres. (Public Hearing)

Zone: N/A

Applicant: Ryan Button (legal representative)

Acres: 933

File Number: M2021-075

[**SR_Olympia_MDA.pdf**](#)

5. Chair and Commission Comments

6. Future Meetings

Wednesday, August 11, 2021 ~ City Council Meeting

Wednesday, August 25, 2021 ~ City Council Meeting

7. Adjournment

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 Planning Commission may participate electronically via telephone, Skype, or other electronic means during this meeting.

PUBLIC COMMENT AND POLICY 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 Wendy Thorpe, Deputy Recorder. In general, the chair will allow an individual two minutes to address the commission. A spokesperson, recognized as representing a group in attendance, may be allowed up to five minutes. This policy also applies to all public hearings.

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I, Wendy Thorpe, certify the foregoing agenda 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, on the Utah State Website www.utah.gov/pmn/index.html and on Herriman City's website www.herriman.org

Posted and dated this 29th day of July, 2021

Wendy Thorpe,
Deputy Recorder

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PLANNING COMMISSION MINUTES DRAFT

**Thursday, May 20, 2021
Awaiting Formal Approval**

The following are the minutes of the Herriman Planning Commission meeting held on **Thursday, May 20, 2021 at 6:00 p.m.** in the Herriman City Council Chambers, 5355 West Herriman Main Street, Herriman, Utah. Adequate notice of this meeting, as required by law, was posted in City Hall, on the City's website, and delivered to members of the Commission, Council, media, and interested citizens.

Presiding: Chair Chris Berbert

Commissioners Present In Person: Lorin Palmer, Andy Powell, Joy Kaseke, Brody Rypien, and Heather Garcia

Commissioners Present Electronically: Andrea Bradford

Commissioners Excused: Jackson Ferguson, Adam Jacobson

Staff Present In Person: City Planner Michael Maloy, HPD Deputy Chief Cody Stromberg, HPD Sergeant Jose Lopez, Deputy City Recorder Wendy Thorpe, Communications Specialist Destiny Skinner, City Attorney Chase Andrizzi, Planning Manager Clinton Spencer, Staff Engineer II Josh Petersen, Planner II Sheldon Howa, Engineer Bryce Terry, HPD Sergeant Jose Lopez and Community Development Director Blake Thomas

6:00 PM - WORK MEETING: (Council Chambers)

1. Work Meeting

Chair Berbert called the meeting to order at 6:04 p.m.

1.1. Review of City Council Decisions – Michael Maloy, City Planner

Assistant City Planner Maloy stated Council interviewed Alternate Commissioner Heather Garcia. They decided to add more alternates, and agreed they could voice their opinions in regular meeting discussions, even when in a non-voting role.

Alternates previously only contributed to work meeting discussions. City Planner Maloy announced this was Alternate Joy Kaseke's last meeting. He thanked her for working hard while serving on the Commission and presented her with a book.

1.2. Review of Agenda Items – Michael Maloy, City Planner

Staff Engineer Josh Petersen informed the Commission the Engineering Department recommended the detention basin in the Eldora Ridge Subdivision be moved from lot 302 to a separate lot. This would remove the need for an easement.

1.3. Discussion of Draft General Plan Update – Susan Petheram, FFKR

FFKR Susan Petheram provided an outreach meeting update. Two virtual and four in person events have taken place. She expressed appreciation to Jonathan LaFollette for organizing and running the equipment. Videos were distributed on social media and shared to the City website. Residents would like to emphasize the equestrian element in Herriman and allow animals in neighborhoods with a variety of lot sizes. Multi use trails should include horse trails and allow plenty of space for mountain bikes. They preferred more recreation amenities spread throughout the community. High Country residents asked what infrastructure and utility upgrades would be necessary if they were annexed in. They preferred the mixing of diverse housing types everywhere, as opposed to clustering them. Street trees, medians, and other elements should be added to existing neighborhoods to elevate character. People want more cafes and sit-down restaurants. High Country residents thought trail use had increased and wanted people to know which areas were private property. Ingress and egress from areas during fires and other emergencies were a high priority. Action area timeframes & responsibilities were discussed. Commissioners debated how much review and discussion was needed and agreed having a discussion at the same time as the public hearing would suffice. They also requested to see it two weeks prior to the public hearing. FFKR Susie Petharam agreed to make it available online.

1.4. Discussion of Recommendations to Amend the Draft Active Transportation Plan – Bryce Terry, Staff Engineer

Engineer Bryce Terry informed the Commission a public hearing had taken place and comments from the last Commission meeting have been addressed. WCG Jeremy Searle reviewed the recent updates. Online GIS maps have been added to the City website. The map colors were improved, and trail connections with flashing pedestrian beacons were placed along 13400 South. Trail connections were added to a new city center neighborhood and through the proposed transit corridor. Projects were added to improve the sidewalk and fill in the gaps near Butterfield Park. Parallel trail was added, in addition to buffered bike lanes along 11800 South to Bacchus Highway. Dual paths for equestrian and paved trails were also added. Chair Berbert asked if the City trails could connect to the new 70 mile trail system recently approved by the County. Engineer Bryce Terry reported he had seen a concept but nothing official. They have provided connections where trails were anticipated, and would refine as necessary. Sidewalks in old town Herriman were not allowed by ordinance; however, six-foot asphalt trails were. Asphalt trails have been added to increase safe walking routes through old town. The ordinance had an exception for 6000 West, which would be widened. Local cycling coach Jeff Sherad addressed the Commission. He's an advocate for safe biking trails, which were one of the reasons he moved to Herriman. He recommended a trail mapping system which showed trail materials and difficulty.

Stations along trails with pumps and tools would be helpful additions. Commissioners asked which areas needed more attention. He said lots of construction created issues on Herriman Highway and drivers should be educated to know shoulders were not turn lanes.

1.5. Discussion of Recommendation to Amend the T-M (Technology Manufacturing) Zone – Michael Maloy, Planning Director

City Planner Maloy informed the Commission an amendment was needed to remove the minimum area requirements from the T-M (Technology Manufacturing) Zone. Reducing the minimum lot requirement would facilitate development in the zone near Bullfrog. Commissioners were in favor of initiating the text amendment, but thought the zone should still have a minimum size requirement.

The work meeting was adjourned by consensus at 7:01 p.m.

2. 7:00 – Regular Planning Commission Meeting

Chair Chris Berbert called the meeting to order at 7:02 p.m.

2.1. Invocation/Thought/Reading or Pledge of Allegiance

Joe Romo led the audience in the Pledge of Allegiance.

2.2. Roll Call

Full Quorum Present.

2.3. Conflicts of Interest

No conflicts were offered.

3. Administrative Reports

Administrative items are reviewed based on standards outlined in the ordinance. Public comment may be taken on relevant and credible evidence regarding the application compliance with the ordinance.

3.1. Request: Preliminary Plat Approval of a Residential Subdivision, Aldora Ridge, with 16 Single Family Lots Including the Vacant of Ohlwiler Subdivision #2 at 13500 S 7530 W in the A-25 (Agricultural) Zone. (Public Hearing)

Applicant: Joe Darger

Acres: 10

File Number: S2020-070

Chair Berbert reviewed the public hearing guidelines.

Manager Clint Spencer expressed appreciation to the Commissioners for their service to the City. He reviewed the application for 16 lots. They proposed 1.6 units per acre which was lower than the 1.8 to 2.5 units allowed. No bonus points were being considered. A condition from the January 2021 rezone required all properties on the west side be half acre, however lot nine was only .49 acres so a lot line adjustment was necessary to shift property from an adjacent plot. All lots met the setback requirements. The existing buildings on lot 13 would remain with grandfathered use. The owner was obtaining a building permit for construction improvements. The accessory building location required a ten-foot setback. Previous maps measured the distance at 9.04 feet; however, it measured ten feet on the latest map. He reviewed the conditions of approval and explained the

mobile home occupant would move to lot 16. After they vacate the mobile home no future occupancy would be allowed, and it would be removed from the City.

Applicant Joe Darger approached the podium. He provided the updated plat, which designated the pond location. He confirmed the manufactured home on lot nine would be removed after the occupant moved into the completed home on lot sixteen. He has lived on the land since the eighties, has developed other nearby subdivisions and looked forward to the completion of this project. Lot two contained the drainage pond which would be accessed from 7530 West.

Cody Stromberg left at 7:18. Lopez replaced him.

Chair Berbert opened public hearing.

Deputy Recorder Thorpe read the following comment from Jerry Cone:

This is regarding the Aldora ridge subdivision . I am not able to attend the meeting on May 20, 2021. I live across the street from the proposed subdivision. It was my understanding originally, from a previous meeting, that any roads coming out of this subdivision would align with Havana Lane. This plot plan looks like the road will come into my front yard. I feel that these should be at least /3 acre lots. 7530 West already looks like Redwood road in the morning and the evening. This subdivision will put at least 16 more vehicles on the road every morning. I feel they should provide at least a small park for this many houses. What are they going to do with the other 8 dwellings already on this property. I hope the planning commission takes into consideration the long time residents this is going to impact.

Chair Berbert closed the public hearing.

Applicant Darger was surprised by the comment. It was his understanding the roadway was designed with staff input, it was safe, and maximized use in the subdivision.

Engineer Josh Petersen reviewed the plat provided by applicant Darger. He confirmed the applicant and staff worked together for pond and drive placement. Commissioners discussed the addition of a condition of approval to clarify pond placement.

Recommendations:

1. All Engineering review comments be addressed and satisfied before the final plat is recorded.
2. The applicant adjust Lot 9 to include a minimum of 21,780 square feet.
3. Identify all existing utilities on site within the existing public utility easements (PUE's) for Ohlwiler Subdivision, and relocating those utility connections to the proposed PUE's for the Aldora Ridge Subdivision.
4. Include language on the plat that the Ohlwiler Subdivision #2 will be vacated with the approval of the Aldora Ridge Subdivision.
5. All existing buildings on the property be shown with the following information:
 - a. Existing/ future use
 - b. Distances to all proposed property lines
6. A building application is provided for the construction currently being done on the mobile homes on proposed Lot 13 before the plat is recorded. Issuance of the permit is not necessary to record the subdivision.
7. A ten (10) foot side yard be provided for the shed on Lot 13.
8. A note is placed on the plat stating that, "Mobile home structure on Lot 9 to be removed when home for the owner has been constructed on Lot 16. Once the existing resident vacates mobile home, no

future occupancy shall be allowed nor can the mobile home be relocated on any other lot.”

9. Applicant provide plans for and install street trees and lighting as per City ordinance.
10. Compliance with all other applicable City ordinances.
11. A separate lot be created for the detention basin, that was currently on lot number two, to meet City standards.

Commissioner Andy Powell MOVED to approve item 3.1 file number S2020-070 Preliminary Plat of a Residential Subdivision, Aldora Ridge, with 16 Single Family Lots Including the Vacation of Ohlwiler Subdivision #2 at 13500 S 7530 W in the A-25 (Agricultural) Zone. (Public Hearing) with ten staff recommendations and an additional #11 that a separate lot be created for the detention basin that was currently on lot number two to meet City standards. Commissioner Heather Garcia SECONDED the motion.

The vote was recorded as follows:

<i>Commissioner Lorin Palmer</i>	<i>Aye</i>
<i>Commissioner Joy Kaseke</i>	<i>Aye</i>
<i>Commissioner Brody Rypien</i>	<i>Aye</i>
<i>Commissioner Heather Garcia</i>	<i>Aye</i>
<i>Commissioner Andrea Bradford</i>	<i>Aye</i>
<i>Commissioner Andy Powell</i>	<i>Aye</i>

The motion passed unanimously.

3.2. Request: Site Plan Review and Approval for Single Family Building Elevations for Teton Village Phase 1 and Jackson Village Phase 2 Located at Approximately 6333 W 11800 S in the Teton Ranch PUD which is zoned R-2-10 (Residential).

Applicant: Derek Wright (owner)

Acres: 114.06

File Number: P2021-040

Planner Sheldon Howa explained at the Planning Commission meeting on May 6, 2021 the Commission continued the item and requested elevations and color boards be brought back. The City Attorney determined the request for colored rendering were not within purview of the MDA or design guidelines. Therefore the applicant did not need to present the colored renderings. Staff presented elevations of front and views, color boards and reviewed the design guideline requirements. Teton Ranch and Jackson Village were the same, other than the minimum yard size. They all required forty percent brick or stone and three design elements on the front elevation. Two design elements were required on the side and rear. Those requirements were met. Regarding recommendation number five, which requested 40% brick or stone on all sides visible from the street, this condition could not be imposed on the developer, per City Attorney Andrizzzi. As such, it was changed from a requirement to a recommendation.

Derrick Wright, President of Wright Homes had no additional information, but expressed concern they were not approved two weeks ago. They were confident they met all requirements as set forth through the architectural control committee as well as the MDA with the City. He offered to answer questions.

Chair Berbert expressed the renderings were lacking some information and needed clarity.

Applicant Wright expressed a lack of precise requirements was challenging. City Attorney Andrizzzi provided MDA procedural guidance and history. He explained this was not purview to Commission approval due to approval of the development agreement by City Council in March of 2018. An approval letter dated March 2019

stated building elevations should come back to the Commission for final approval. Said request was not appropriate as changes post development agreement were administrative staff processes, to be determined at building permit review. The request for side elevations to come back was beyond the scope of Commission requirements for this development and was not an appropriate recommendation, as CC had already approved the design elements.

City Attorney Andrizzi explained no motion was needed for this item as their application was already in staff review, and they did not wish to hold up the development any further.

4. Legislative Items

Legislative items are recommendations to the City Council. Broad public input will be taken and considered on each item. All legislative items recommended at this meeting will be scheduled for a decision at the next available City Council meeting.

4.1. Request: Zoning Text Amendment to consider adopting language into the City ordinance regarding processes for enabling Large Project Master Planned Communities. (Public Hearing)

Applicant Name: Herriman City

Acres: N/A

File Number: Z2021-044

Attorney Chase Andrizzi reviewed the zoning text amendment for creation of a tool that would allow developers to approach staff with nontraditional uses. It was not the creation of a new zone. At this time, it applied to properties of 400 contiguous acres, however the total number of acres this was still under review. Applicants may apply to use the zone to areas in which topography or in fill have made traditional zoning tools less useful. It may be useful for areas such as Laguna, Malibu, and potential future annexations areas such as High Country, Olympia, or Kennecott. It would allow the developer to create a zone similar to a Large Project Master Planned Community (LPMPC). These areas may take years to build out, and zoning tools put in place originally may not make sense ten or fifteen years later. This tool would allow flexibility for large developments. This would codify the requirement for a development agreement and would require Planning Commission consideration of the sub-zone, prior to Council approval. City Attorney Andrizzi outlined the application process. It must include the name of the sub-zone, a map of the property, permitted/conditional/accessory uses, and a proposed Master Development Agreement (MDA). The MDA would require Planning Commission input, with final determination by City Council, at their discretion. The MDA must include a master plan of the project, development and design standards, and procedures for making changes to the project. Submittal of the application does not vest any development rights to the owner.

Commissioners asked how this would work if there was a pre-established MDA, like the Olympia development. City Attorney Andrizzi responded a new MDA would be negotiated between the City and the property owners, using this tool. Commissioners discussed how implementation would benefit the City. City Attorney Andrizzi stated a negotiation process would still take place, at which time the City could make additional requests. This would not impact public hearing requirements. Commissioners expressed hope this would prevent important items slipping through the cracks. They said additional growth should benefit the City.

Chair Berbert opened the public hearing.

Reed Dixon with Infinity Consultants said they have worked with the City for a decade and they welcomed this planning tool. They supported having it as an option. They saw it as an opportunity to easily identify benefits such as access to open space, trail connectivity, and recreational opportunities. They represented Malibu, which was around 268 acres, and thought this could be a valuable design tool for the development.

Chair Berbert closed the public hearing.

Commissioners debated the pros and cons of the tool, and minimum acreage requirements. They agreed developments larger than 200 acres could benefit from the flexibility of a LPMPC.

Commissioner Brody Rypien MOVED to recommend approval to City Council of item 4.1 Zoning Text Amendment to consider adopting language into the City ordinance regarding processes for enabling Large Project Master Planned Communities. (Public Hearing) with a change to item 10-33-2 basic requirement to make a change from 400 acres down to 200 acres of continuous acreage. Commissioner Lorin Palmer Jacobson SECONDED the motion.

The vote was recorded as follows:

<i>Commissioner Andy Powell</i>	<i>Aye</i>
<i>Commissioner Andrea Bradford</i>	<i>Aye</i>
<i>Commissioner Heather Garcia</i>	<i>Aye</i>
<i>Commissioner Brody Rypien</i>	<i>Aye</i>
<i>Commissioner Joy Kaseke</i>	<i>Aye</i>
<i>Commissioner Lorin Palmer</i>	<i>Aye</i>

The motion passed unanimously.

5. Chair and Commission Comment

Commissioner Garcia thought elevation presentation requirements needed clarification. Commissioners expressed frustration with renderings and pictures changing from meeting to meeting. They thought they should show what would be built. Color palettes should be consistent. City Planner Maloy expressed appreciation for the feedback and stated the importance of receiving clear information. Moving forward administrative review would be sufficient, for some developments. Chair Berbert expressed frustration with buildings not matching what was proposed, yet there were no consequences. City Planner Maloy stated issues discovered at the occupancy permit level create difficult situations, and additional inspections would require more staff. He added this problem was not unique to Herriman and happens in many cities. Commissioners discussed ways to hold builders accountable for meeting City and design standards. City Attorney Andrizzi said most issues should be identified by staff during plan review and permits have been denied due to not meeting the standards. What was listed was binding, not the image itself. He identified language in a disclaimer which stated the home architecture would reflect many of the design elements shown. Changes to procedure could be built into future development agreements. Commissioner expressed the importance of a checks and balances system. City Planner Maloy stated a process to audit ARCs for general compliance was recently instituted. He hoped a position could be added to increase the number of periodic inspections on key properties.

6. Future Meetings

Wednesday, May 26, 2021 – City Council Meeting

Thursday, June 3, 2021 – Planning Commission Meeting

Wednesday, June 9, 2021 - City Council Meeting

7. Adjournment

Commissioner Lorin Palmer MOVED to adjourn the meeting at 8:30 p.m. and all voted aye.

8. Recomence Work Meeting

1.6 Discussion of Draft Requirements for Storage Containers as Accessory Structures – Michael Maloy, Planning Director

Chair Berbert recommenced the work meeting at 8:31 p.m.

City Planner Maloy presented storage/shipping containers as accessory structures and requested feedback. Current accessory structures were required to match the color and material of the main structure, if visible from the street. Currently properties up to two acres may have one. Setback requirements were the same as accessory structures to the rear of the lot.

Commissioners expressed the esthetics and size of the lot were important considerations. They were also concerned with the quality of the product. They were a better fit for the community when they matched the existing structure or had neutral colors. Site plans should be submitted to show the location.

The work meeting was adjourned by consensus at 8:47 p.m.

I, Wendy Thorpe, Deputy Recorder for Herriman City, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on May 20, 2021. This document constitutes the official minutes for the Planning Commission Meeting.

Wendy Thorpe



STAFF REPORT

DATE: **July 20, 2021**

TO: The Planning Commission

FROM: Sheldon Howa, Planner II

SUBJECT: **Subdivision plat amendment to subdivide Lot OL-31 in the Overlook at Rosecrest Phase 2 Subdivision.**

Applicant: Brandon Anderson, owner

Address: 14423 E Ferndale Way

Zone: MU-2 Mixed Use

Acres: 0.08

File Number: S2021-080

RECOMMENDATION:

Staff recommends *approving* the amendment of the Overlook at Rosecrest Subdivision Phase 2 plat to create four additional parcels located at 14423 S Ferndale Way with the following requirements:

1. Receive and agree to the recommendations from other City departments.
2. Final plat to be reviewed and approved by the Engineering department.

ISSUE BEFORE COMMISSION:

Per 10-5-17(B), a subdivision plat amendment is an administrative decision. The Planning Commission will hold a public meeting and make a decision based on compliance with the applicable ordinances. Notices were mailed to the two adjacent property owners as per ordinance 10-5-17-(D)(6)(E), which does not require a public hearing if the following criteria are met:

(E) Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:

- (i) Owned by the applicant; or
- (ii) Designated as a common area; and

(2) Notice has been given to adjacent property owners in accordance with applicable requirements of section [10-5-5](#) of this chapter.

Required Findings for approval:

1. The proposed plat amendment complies with all zoning requirements.
2. The proposed plat amendment complies with the East Roscrest Development Agreement.

DISCUSSION:

Engineering

Staff Comments - Engineering has reviewed the subdivision proposal and has no concerns with the proposed amended subdivision.

Zoning Ordinance Compliance:

Lots Size & Widths

Staff Comment: The property is zoned MU-2 Mixed Use which has no minimum lot size. The proposed lots meet the minimum requirements for approval in the MU-2 zone and the East Roscrest Development Agreement. All existing setbacks, common space, and easements are to remain.

PUD Density

The Overlook at Rosecrest development covers 12.04 acres, with a density of 16.28 units per acre, totaling 196 dwelling units.

Staff Comment: The current configuration of the property has the existing fourplex included on one parcel. The subdivision plat amendment is creating four (4) smaller lots (one per unit) for the purpose of selling individual units. This amendment will not increase or decrease the density of the development.

Site Plan

Staff Comment: Services and utilities for each townhome are existing and will remain. Culinary water is supplied off a single meter for all four townhomes and billing is administered through the HOA.

BACKGROUND/SUMMARY:

Overlook at Roscrest is a Planned Unit Development which was approved in November of 2014. The development covers 12.04 acres, with a density of 16.28 units per acre, totaling 196 dwelling units.

The applicant is requesting a subdivision plat amendment to allow for the subdivision of Lot OL-31 of the Overlook at Rosecrest Phase 2 Subdivision. Lot OL-31 consists of four single-family attached townhomes which reside on 0.08 acres. The applicant would like to amend the subdivision plat to subdivide Lot OL-31 to create four parcels, one for each associated townhome.

The proposed amendment to create four additional parcels will not increase the density of development nor add any additional burdens to services or infrastructure. Culinary water is supplied to each townhome through one service meter, which is managed by the HOA.



ALTERNATIVES:

The following alternatives are offered for consideration:

1. Planning Commission can approve this request with amended or additional requirements/conditions.
2. Planning Commission can deny this request. Denial must be based upon a finding that the proposed project:
 - Is inconsistent with the General Plan or Zoning Ordinance
 - Will adversely affect the environment;
 - Is detrimental to the health safety or welfare of the surrounding neighborhood or community in general.

Staff has not identified any grounds for denial of the use permit application.

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. Subdivision Plat Maps
- D. Preliminary plat drawings
- E. Presentation

Attachment A

Application



Preliminary Subdivision Plat Application

SUBDIVISION INFORMATION			
Property Address: 14423 E Ferndale Way Herriman, UT 84096			
Parcel Numbers: 33-07-253-029-0000			
<input type="checkbox"/> New Lots/Units _____		Number of lots/units	Total Acres: _____
<input checked="" type="checkbox"/> Plat Amendment 4		Number of new lots/units	
Name of Proposed Subdivision: Overlook at Rosecrest			
APPLICANT INFORMATION			
Name of Applicant: Power4 Investments LLC / Brandon Anderson			
Address of Applicant: 707 West 700 South, Woods Cross, UT. 84087			
Email of Applicant: brandonanderson@gmail.com		Phone: 801.671.0626 or 801.294.6400	
Applicants Affiliation with the Subject Property:			
<input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Engineer <input type="checkbox"/> Architect <input type="checkbox"/> Other			
Engineer: (if not listed above) Bryan Yates, PLS at REDCON			
Email of Engineer: yates@redcon.com		Phone of Engineer: 801.510.0744	
Architect: (if applicable)			
Email of Architect		Phone of Architect:	
Property Owner: (if not listed above)			
Email of Owner:		Phone:	
OFFICE USE ONLY			
Date Received:	Received By:	File Number:	Fee:
Zone:	Assigned Planner:		Receipt #

APPLICANT'S AFFIDAVIT

State of Utah)
City of Herriman)

I (we), BRANDON ANDERSON FOR Power INVESTMENTS, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed Brandon Anderson
STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On this 29 of April, in the year 2021, before me Brandon Anderson, personally appeared in person, proved to me through satisfactory evidence of identification, which was TD WT, to be the person whose name is signed on the preceding document in my presence. 153459736 10/21

Samantha Christensen
Notary Signature



*May be owner of record, contract owner, party to valid earnest money agreement, option holder or have other legal control of the property.

AGENT AUTHORIZATION

I (we), _____, the owner(s) of the real property at _____ Herriman, Utah, do hereby appoint _____ as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize _____ to appear on my (our) behalf before any City Boards considering this application.

Signed _____

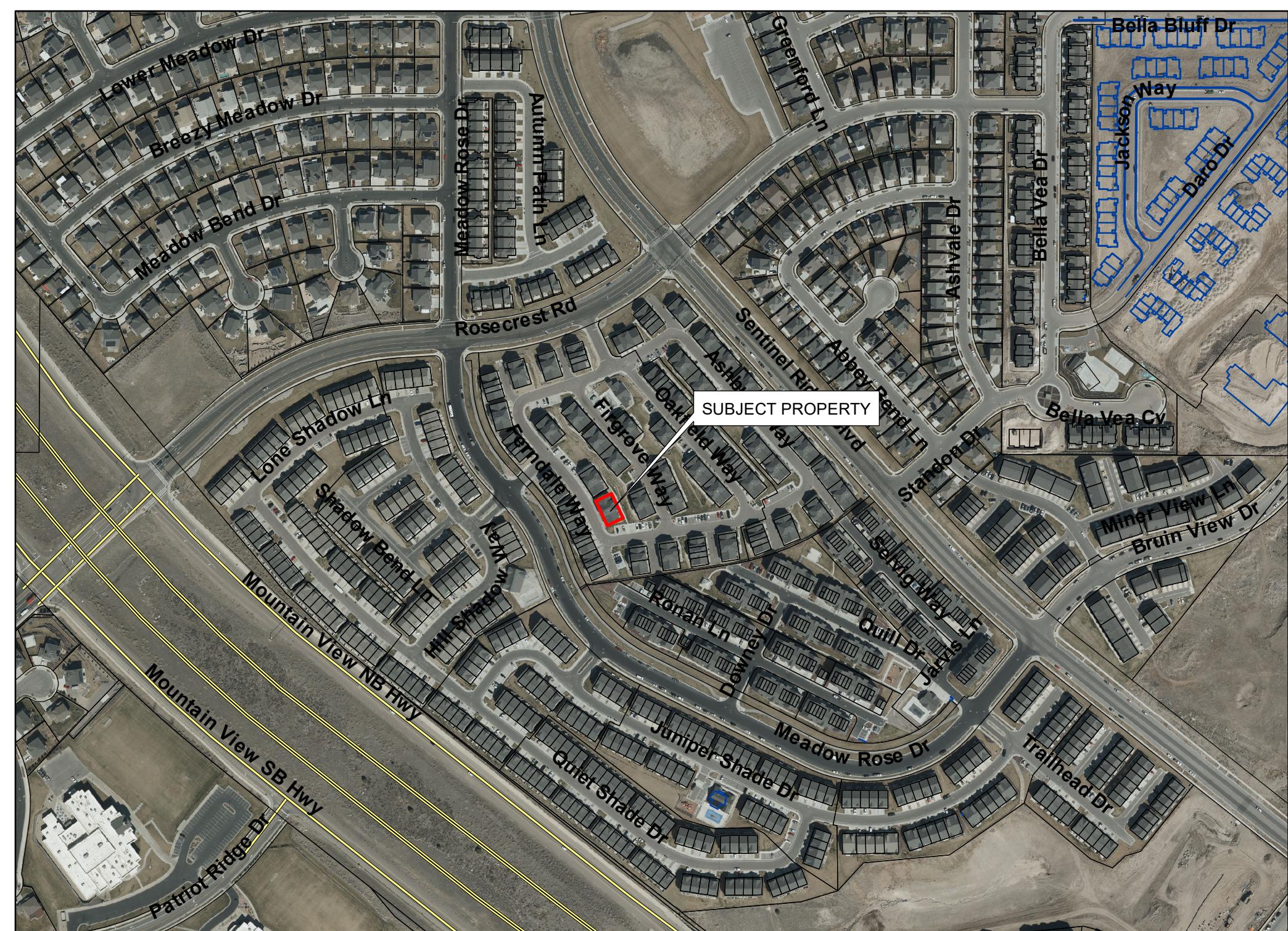
STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On this _____ of _____, in the year 20_____, before me _____, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

Notary Signature

Attachment B

Vicinity Map



Attachment C Subdivision Plat

SURVEYOR'S CERTIFICATE

In accordance with Section 10-9A-603 of the Utah Code, I, Nathan B. Weber, do hereby certify that I am a Professional Land Surveyor holding license number 5152762 in accordance with Title 58, Chapter 22 of the Professional Engineers and Professional Land Surveyors Licensing Act.

I further certify that on behalf of Diamond Land Surveying, LLC, I have completed a survey of the property described on the plat in accordance with Section 17-23-17 of Utah Code, and have verified all measurements, shown and have subdivided said property into lots and streets hereafter to be known as OVERLOOK AT ROSECREST SUBDIVISION PHASE 2, AMENDING LOT C OF THE MEADOWS AT ROSECREST SUBDIVISION PHASE 3, AND LOT C OF SOUTH HERRIMAN SUBDIVISION and have placed monuments as represented on the plat.

**OVERLOOK AT ROSECREST SUBDIVISION PHASE 2
AMENDING LOT C OF THE MEADOWS AT ROSECREST
SUBDIVISION PHASE 3, AND LOT C OF
OF SOUTH HERRIMAN SUBDIVISION**

LOCATED IN THE NORTH HALF SECTION 7,
TOWNSHIP 4 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

BOUNDARY DESCRIPTION

Beginning South 00°26'18" West 1230.94 feet and South 89°33'42" East 16.51 feet from the monument located at the North Quarter Corner of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and on the West Right of Way line of Autumn Crest Boulevard as dedicated on the South Herriman Plat as recorded in the office of the Salt Lake County Recorder in Book 2013P on page 77 and running:

thence North 72°48'55" East 147.35 feet;

thence North 64°02'22" East 26.00 feet;

thence North 65°18'35" East 24.31 feet;

thence North 19°37'19" East 20.51 feet to a point of curvature;

thence 66.50 feet along the arc of a 970.00 foot radius curve to the left through a central angle of 03°55'40" (Long Chord Bears North 66°17'34" East 66.48 feet) to a point of reverse curvature;

thence 22.73 feet along the arc of 15.00 foot radius curve to the right through a central angle of 86°48'17" (Long Chord Bears South 72°16'07" East 20.61 feet);

thence South 30°03'37" East 5.00 feet;

thence North 62°58'23" East 58.05 feet;

thence North 29°56'55" West 5.00 feet;

thence 47.87 feet along the arc of a 985.50 foot radius curve to the left through a central angle of 02°46'59" (Long Chord Bears North 58°41'17" East 47.86 feet);

thence South 33°23'45" East 17.70 feet;

thence South 41°56'51" East 452.67 feet;

thence South 29°10'53" East 22.94 feet to a point of curvature;

thence 47.92 feet along the arc of a 484.50 to the right through a central angle of 05°40'00" (Long Chord Bears South 64°04'36" West 47.90 feet);

thence South 23°08'57" East 20.50 feet;

thence South 67°24'57" West 8.93 feet;

thence South 23°01'26" East 30.00 feet to a point of curvature;

thence 73.59 feet along the arc of a 535.00 foot radius curve to the right through a central angle of 07°52'54" (long Chord Bears South 71°48'32" West 73.54 feet);

thence South 14°15'09" East 94.82 feet;

thence South 73°48'32" West 3.67 feet;

thence South 78°34'32" West 56.90 feet;

thence South 81°41'30" West 265.71 feet;

thence North 12°52'34" West 9.21 feet;

thence North 22°39'00" West 87.68 feet;

thence North 09°40'35" West 30.00 feet;

thence North 08°29'25" West 25.50 feet;

thence South 81°30'35" West 27.40 feet;

thence North 22°41'09" West 18.49 feet to a point of curvature;

thence 149.71 feet along the arc of a 520.00 foot radius curve to the left through a central angle of 16°29'43" (Long Chord Bears North 30°56'01" West 149.19 feet);

thence North 50°12'27" East 20.50 feet;

thence North 40°25'17" West 22.94 to a point of curvature;

thence 60.89 feet along the arc of a 1443.40 foot radius curve to the left through a central angle of 02°25'01" (Long Chord Bears North 41°37'47" West 60.88 feet);

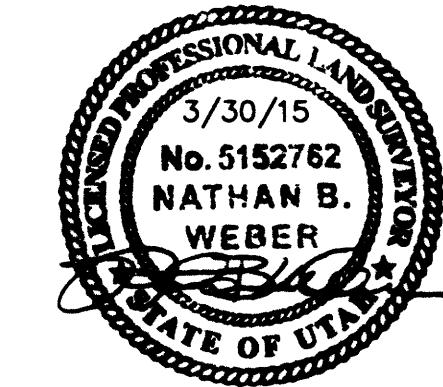
thence South 48°22'13" West 20.51 feet;

thence North 41°38'10" West 64.23 feet to a point of curvature;

thence 64.27 feet along the arc of a 230.00 foot radius curve to the right through a central angle of 16°00'36" (Long Chord Bears North 33°37'52" West 64.06 feet);

thence North 22°07'18" West 2.45 feet to the point of beginning.

Parcel contains 229,246 Sq. Ft. or 5.262 Acres.



COUNTY HEALTH DEPARTMENT

COMCAST

CENTURYLINK

ROCKY MOUNTAIN POWER

SOUTH VALLEY SEWER DISTRICT

QUESTAR

TABULATIONS

DIAMOND LAND SURVEYING, LLC

APPROVED THIS 21 DAY OF
April, 2015, BY HEALTH DEPARTMENT.

APPROVED THIS 2 DAY OF
April, 2015, BY COMCAST.

APPROVED THIS 2 DAY OF
April, 2015, BY CENTURYLINK.

APPROVED THIS 2nd DAY OF
April, 2015, BY ROCKY MOUNTAIN
POWER.

APPROVED THIS 21st DAY OF
April, 2015, BY SOUTH VALLEY SEWER
DISTRICT.

APPROVED THIS 2 DAY OF
April, 2015, BY QUESTAR GAS.

1. TOTAL PLAT ACREAGE
2. TOTAL LOT ACREAGE
3. TOTAL RIGHT-OF-WAY
4. TOTAL OPEN SPACE
5. AVERAGE LOT SIZE
6. NUMBER OF LOTS

5.26 ACRES
1.81 ACRES
0.92 ACRES
2.53 ACRES
2819 SQ. FT.
28

SALT LAKE COUNTY RECORDER # 12042314
STATE OF UTAH, COUNTY OF SALT LAKE RECORDED AND FILED AT THE REQUEST OF: ML Overlook LLC

DATE: 5/1/2015 TIME: 10:37 AM BOOK: 2015P PAGE: 102

FEE: \$150.00 Barton Rollins
SALT LAKE COUNTY RECORDER

DIRTOR, SALT LAKE VALLEY HEALTH DEPARTMENT

CHECKED FOR ZONING

PLANNING COMMISSION

HERRIMAN CITY MUNICIPAL WATER

HERRIMAN CITY ENGINEER

APPROVAL AS TO FORM

HERRIMAN CITY

ZONE MU-2

APPROVED THIS 27 DAY OF April
2015, BY THE HERRIMAN PLANNING COMMISSION.

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY MUNICIPAL WATER.

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED
THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH
INFORMATION ON FILE IN THIS OFFICE.

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

APPROVED THIS 29th DAY OF April, 2015, BY HERRIMAN CITY.

NAME Burn 15

DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

APPROVED THIS 29th DAY OF April, 2015, BY HERRIMAN CITY.

NAME Chris Smith

DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

APPROVED THIS 29th DAY OF April, 2015, BY HERRIMAN CITY.

NAME Chris Smith

DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

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NAME Chris Smith

DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

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DATE 4-27-15

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April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

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DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

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April, 2015.

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4/21/15 Blaine James
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DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

APPROVED THIS 29th DAY OF April, 2015, BY HERRIMAN CITY.

NAME Chris Smith

DATE 4-27-15

APPROVED THIS 21st DAY OF
April, 2015, BY
HERRIMAN CITY.

4/21/15 Blaine James
HERRIMAN CITY ATTORNEY

APPROVED AS TO FORM THIS 29 DAY OF
April, 2015.

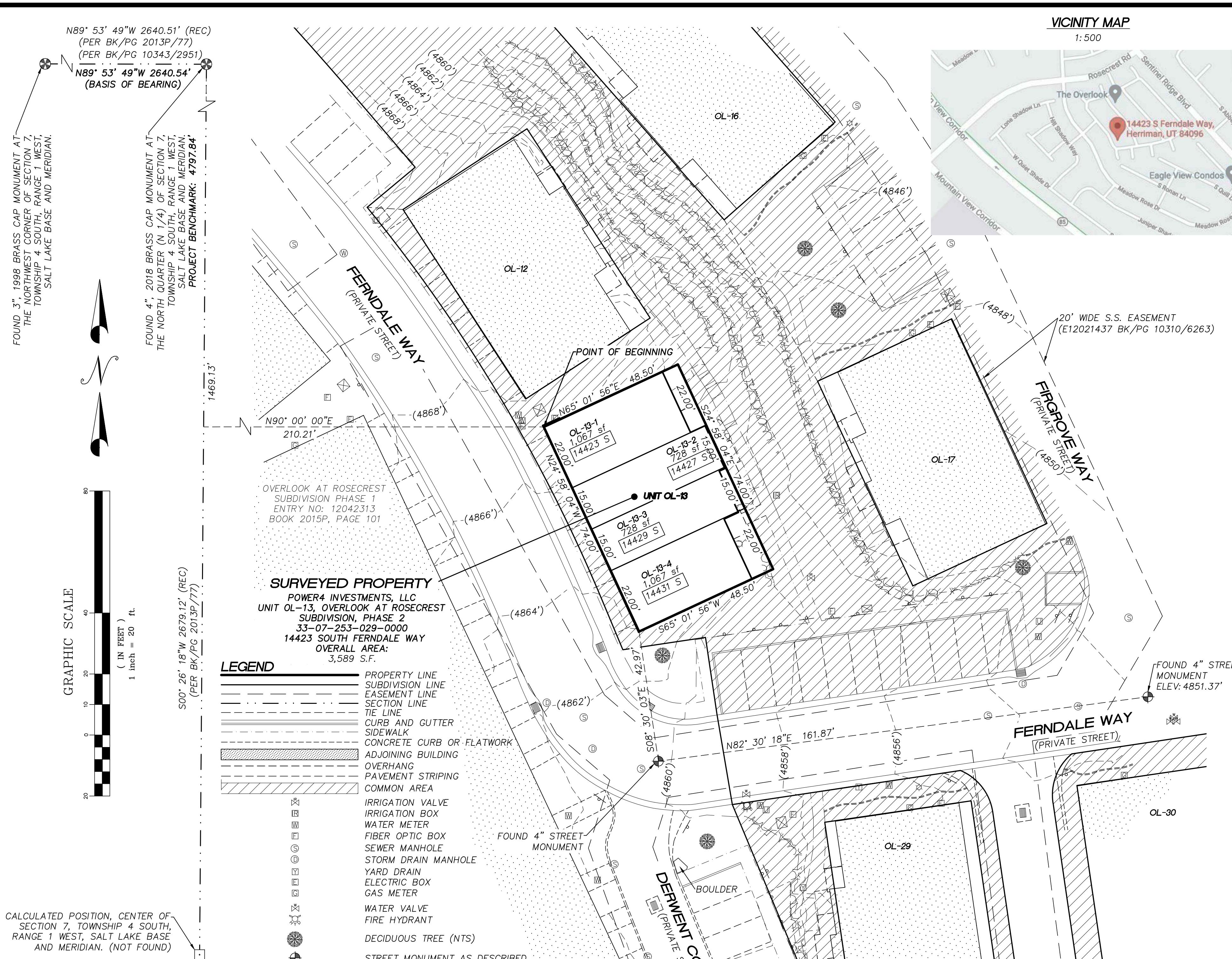
APPROVED THIS 29th DAY OF April, 2015, BY HERRIMAN CITY.

NAME Chris Smith

</

Attachment D

Preliminary Plat



PRELIMINARY SUBDIVISION PLAT

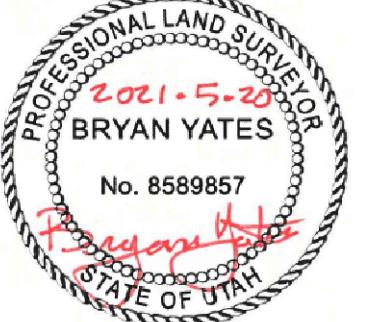
BUILDING 13, OVERLOOK AT ROSECREST SUBDIVISION PHASE 2,
AMENDING UNIT OL-13, OVERLOOK AT ROSECREST SUBDIVISION
LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN,
HERRIMAN CITY, SALT LAKE COUNTY, UTAH

SURVEYOR'S CERTIFICATE

I, BRYAN YATES, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 8589857 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT AS AN AGENT OF REDCON LAND SURVEYING, I HAVE COMPLETED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS:

**BUILDING 13, OVERLOOK AT ROSECREST SUBDIVISION PHASE 2, AMENDING UNIT OL-13, OVERLOOK
AT ROSECREST SUBDIVISION PHASE 2**

AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.



BRYAN YATES
P.L.S. NO. 8589857
Bryan Yates

LEGAL DESCRIPTION

ENTRY NUMBER 13133759 BOOK/PAGE 10865/2368, RECORDED NOV. 26, 2019 AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE.

UNIT OL-13, OVERLOOK AT ROSECREST SUBDIVISION, PHASE 2, AS THE SAME IS IDENTIFIED IN THE RECORDED SURVEY MAP IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 12042314, IN BOOK 2015P, AT PAGE 102 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) SUBJECT TO THE DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN SALT LAKE COUNTY, UTAH, AS ENTRY NO. 12043870, IN BOOK 1032I, AT PAGE 1249 OF OFFICIAL RECORDS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

TOGETHER WITH A RIGHT AND EASEMENT OF USE AND ENJOYMENT IN AND TO THE COMMON AREAS DESCRIBED, AND AS PROVIDED FOR, IN SAID DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED).

DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER (N 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°26'18" WEST 1469.13 FEET, THENCE EAST 210.21 FEET TO THE POINT OF BEGINNING.

THENCE ALONG UNIT OL-13 SUBDIVISION LINE THE FOLLOWING FOUR (4) COURSES: (1) NORTH 65°01'56" EAST 48.50 FEET; (2) SOUTH 24°58'04" EAST 74.00 FEET; (3) SOUTH 65°01'56" WEST 48.50 FEET; (4) NORTH 24°58'04" WEST 74.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING

NORTH 89°53'49" WEST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

OWNER'S DEDICATION

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

**BUILDING 13, OVERLOOK AT ROSECREST SUBDIVISION PHASE 2, AMENDING UNIT OL-13, OVERLOOK
AT ROSECREST SUBDIVISION PHASE 2**

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATIONS OF THE STREET.

IN WITNESS WHEREOF, THE OWNER(S) HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____ A.D. 2021.

OWNER:

BY: _____
NAME: _____
TITLE: _____
FOR: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF _____)
ss:
CITY OF _____)

ON THE _____ DAY OF _____ IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME _____, THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE _____ OF _____, A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

NOTARY SIGNATURE

HEALTH DEPARTMENT	COMCAST	CENTURYLINK	PACIFICORP	SOUTH VALLEY SEWER DISTRICT	DOMINION ENERGY	REDCON, INC. LAND SURVEYORS 25 SOUTH MAIN STREET, SUITE 200 CENTERVILLE, UTAH 84014 (801) 298-2401 FAX (801) 298-2024 REDCON.COM	JOB NUMBER: 421000-64 DRAWING: 421000-64 DATE: 05/20/2021 SHEET 1 OF 1
APPROVED THIS ____ DAY OF ____ 2021, BY THE SALT LAKE VALLEY HEALTH DEPARTMENT.	APPROVED THIS ____ DAY OF ____ 2021, BY COMCAST.	APPROVED THIS ____ DAY OF ____ 2021, BY CENTURYLINK.	APPROVED THIS ____ DAY OF ____ 2021, BY PACIFICORP.	APPROVED THIS ____ DAY OF ____ 2021, BY SOUTH VALLEY SEWER DISTRICT.	APPROVED THIS ____ DAY OF ____ 2021, BY DOMINION ENERGY.		
DIRECTOR SALT LAKE COUNTY HEALTH DEPT.	COMCAST	CENTURYLINK	PACIFICORP	SOUTH VALLEY SEWER DISTRICT	DOMINION ENERGY		
CHECKED FOR ZONING ZONE _____ AREA _____ NAME _____ DATE _____	PLANNING COMMISSION APPROVED THIS ____ DAY OF ____ 2021, BY HERRIMAN PLANNING COMMISSION.	HERRIMAN CITY MUNICIPAL WATER APPROVED THIS ____ DAY OF ____ 2021, BY HERRIMAN CITY MUNICIPAL WATER.	HERRIMAN CITY ENGINEER I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT AND IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE AND IS HEREBY APPROVED.	APPROVAL AS TO FORM APPROVED THIS ____ DAY OF ____ 2021.	HERRIMAN CITY APPROVAL APPROVED THIS ____ DAY OF ____ 2021, BY HERRIMAN CITY	RECORDED NO.: STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT REQUEST OF _____ DATE: _____ TIME: _____ BOOK: _____ PAGE: _____ FEE\$ _____	SALT LAKE COUNTY RECORDER

Attachment E

Presentation

Anderson Four-plex Subdivision

August 5, 2021

Request: Subdivision plat amendment to subdivide Lot OL-31 in the Overlook at Rosecrest Phase 2 Subdivision.

Applicant: Brandon Anderson (Owner)

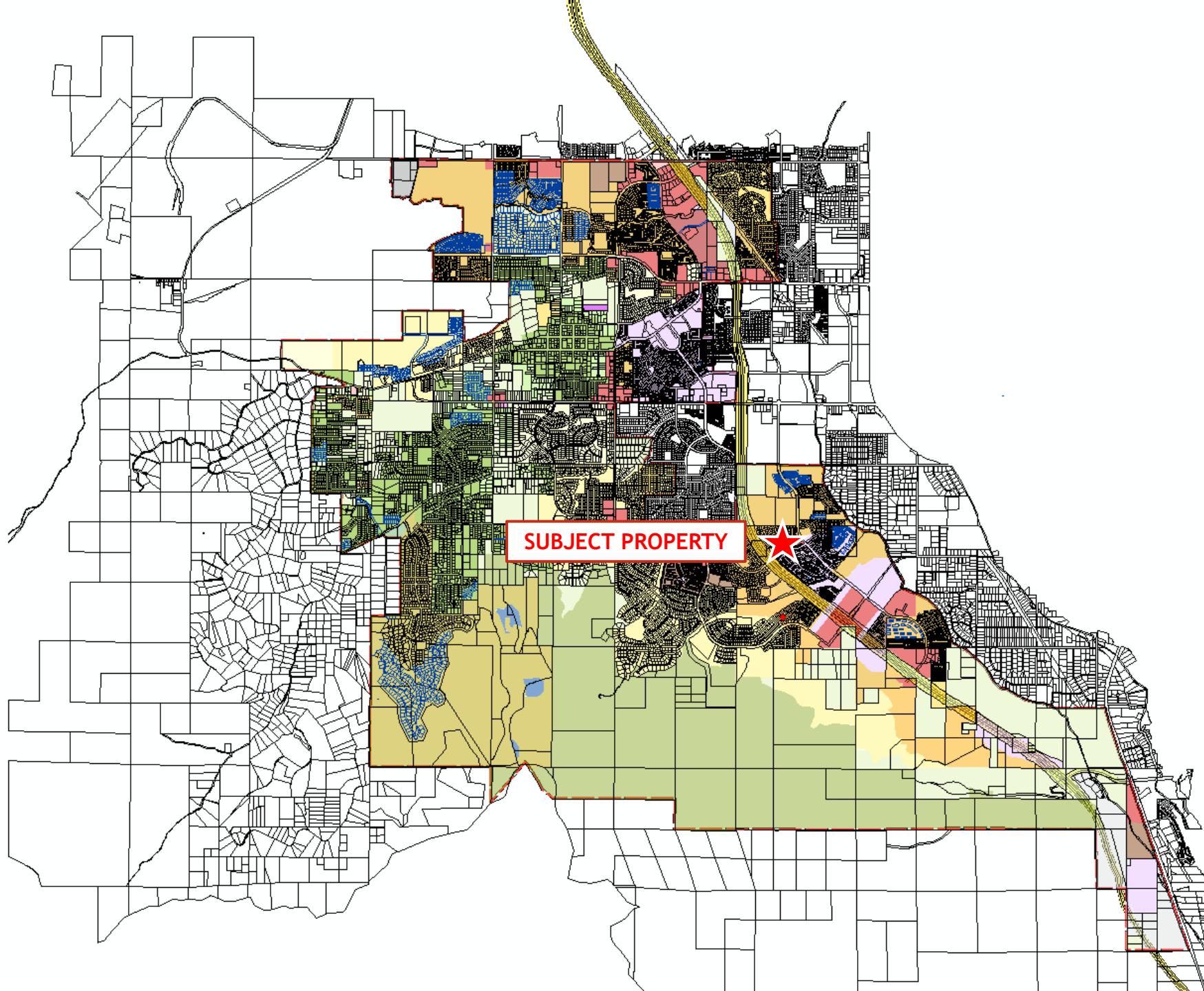
Address: 14423 E Ferndale Way

Zone: MU-2 Mixed Use

Acres: 0.08±

File Number: C2021-080

Vicinity Map



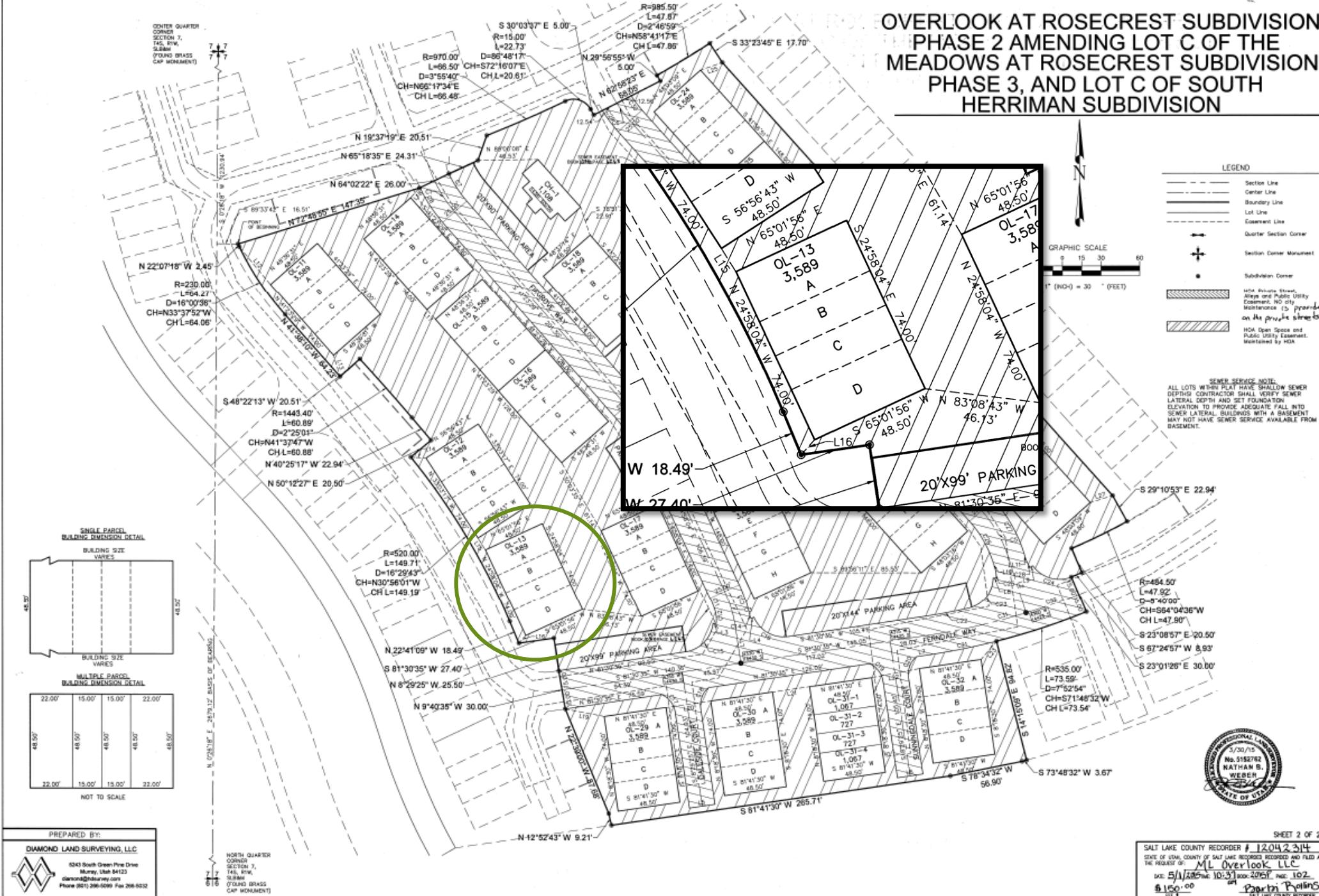
Area Map



Elevation



**OVERLOOK AT ROSECREST SUBDIVISION
PHASE 2 AMENDING LOT C OF THE
MEADOWS AT ROSECREST SUBDIVISION
PHASE 3, AND LOT C OF SOUTH
HERRIMAN SUBDIVISION**



Proposed Amended Plat

SOUTH VALLEY SEWER DISTRICT NOTE

1. SMALL SEWER DEPTHS: CONTRACTOR SHALL VERIFY SEWER LATERAL DEPTH AND SET FOUNDATION ELEVATION TO PROVIDE ADEQUATE FALL INTO SEWER LATERALS. BUILDINGS WITH A BASEMENT MAY NOT HAVE SEWER SERVICE AVAILABLE FOR BASEMENT.

2. THE SIGNATURE OF SOUTH VALLEY SEWER DISTRICT ON THIS PLAT DOES NOT CONSTITUTE ANY GUARANTEE OF AVAILABILITY OF SANITARY SEWER SERVICE TO THE PROPERTY. FOR ANY APPROVAL OF SEWER LINES OR FACILITIES, THE OWNER(S) OF THE PROPERTY MUST PROVIDE SATISFACTORY PLANS TO THE SEWER DISTRICT FOR REVIEW AND APPROVAL BEFORE CONNECTING TO THE DISTRICT'S SEWER SYSTEM AND WILL BE REQUIRED TO COMPLY WITH THE DISTRICT'S RULES AND REGULATIONS.

ROCKY MOUNTAIN POWER STATEMENT

UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT ABOVE AND BELOW THE GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT. AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REMOVE ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES, AND VEGETATION THAT MAY BE PLACED WITHIN THE PUE. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE PUE AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE OWNER'S EXPENSE, AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE PUE OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE PUE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE PUE.

PRELIMINARY SUBDIVISION PLAT

BUILDING 13, OVERLOOK AT ROSECREST SUBDIVISION PHASE 2, BOOK AT ROSECREST SUBDIVISION

OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH

Surveyor, and that I hold certificate no. 8589857 as prescribed in agent of Redcon Land Surveying, I have completed a survey and have subdivided said tract of land into lots and streets, **BUILDING 13, OVERLOOK AT ROSECREST SUBDIVISION PHASE 2, AMENDING UNIT OL-13, OVERLOOK** as shown on this plat.

BRYAN YATES
P.L.S. NO. 8589857

9 AT THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE.

IS IDENTIFIED IN THE RECORDED SURVEY MAP IN SALT LAKE COUNTY, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AS SAD DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR

THE COMMON AREAS DESCRIBED, AND AS PROVIDED FOR, IN SAID SAD DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR

SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 04° WEST 74.00 FEET TO THE POINT OF BEGINNING.

POINT OF BEGINNING

OL-13-1
1,067 sf
14423 S

OL-13-2
728 sf
14427 S

OL-13-3
728 sf
14429 S

OL-13-4
1,067 sf
14431 S

UNIT OL-13

BASIS OF BEARING

NORTH 89°33'49" WEST, BEING THE BEARING OF THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

OWNERS DEDICATION

KNOW THAT ALL PEOPLE BY THESE PRESENTS THAT ME, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STRIPS TO BE HERETOFORE KNOWN AS **BUILDING 13, OVERLOOK AT ROSECREST SUBDIVISION PHASE 2, AMENDING UNIT OL-13, OVERLOOK** AT ROSECREST SUBDIVISION PHASE 2

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. OWNER(S) HEREBY AGREE TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATIONS OF THE STREET.

IN WITNESS HEREOF, THE OWNER(S) HAVE HEREUNTO SET OUR HANDS THIS ____ DAY OF ____ A.D. 2021.

OWNER:
BY: _____
NAME: _____
TITLE: _____
FOR: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH)
CITY OF _____)
COUNTY OF _____)
ON THE _____ DAY OF _____ IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME _____ THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (S)HE IS THE _____ OF _____ A UTAH LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT (S)HE OR SHE EXECUTED IT IN SUCH CAPACITY.

NOTARY SIGNATURE

REDCON, INC.
LAND SURVEYORS
25 SOUTH MAIN STREET, SUITE 200
CENTENNIAL, UTAH 84014
(800) 298-2401 FAX (800) 299-2024
REDCON.COM

JOB NUMBER: 421000-04
DRAWING: 421000-04
DATE: 05/20/2021
SHEET 1 OF 1

RECORDED BY:
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT
RECEIVED ON _____
DATE _____ TIME _____ BOOK _____ PAGE _____
FEE: _____
SALT LAKE COUNTY RECORDER

Recommendation

Staff recommends approving the amendment of the Overlook at Rosecrest Subdivision Phase 2 plat to create four additional parcels located at 14423 S Ferndale Way with the following requirements:

1. Receive and agree to the recommendations from other agencies.
2. Final plat to be reviewed and approved by the Engineering Department.



STAFF REPORT

DATE: **July 20, 2021**

TO: The Planning Commission

FROM: Sheldon Howa, Planner II

SUBJECT: **Subdivision Plat Amendment to Adjust the Lot Line Between Lot 76 and Lot 77 in the Summit View at Rosecrest Phase 2B Subdivision.**

Applicant: Fieldstone Summit Creek, LLC

Address: 4494 and 4488 W Birkdale Drive

Zone: R-2-15 Residential

Acres: 0.28

File Number: S2021-076

RECOMMENDATION:

Staff recommends *approval* of the plat amendment to move the interior lot line between lots 76 and 77 two feet to the east with the following requirements:

1. Receive and agree to the recommendations from other agencies.
2. Final plat to be reviewed and approved by the Engineering Department.
3. Relocate fencing to align with amended lot line.

ISSUE BEFORE COMMISSION:

Per 10-5-17(B), a subdivision plat amendment is an administrative decision. The Planning Commission will hold a public meeting and make a decision based on compliance with the applicable ordinances. Notices are not required to be mailed for a subdivision plat amendment when both property owners have joined in the application. (Ord. 10-5-17(D)(6)) Both property owner have submitted affidavits authorizing Fieldstone Summit Creek, LLC, as agents on their behalves. (Attachment A)

Required Findings for approval:

1. The proposed plat amendment complies with all zoning requirements.
2. The proposed plat amendment complies with the Rosecrest MDA.

DISCUSSION:

Engineering

Staff Comments - Engineering has reviewed the subdivision proposal and has no concerns with the proposed amended subdivision.

Zoning Ordinance Compliance

Lots Size & Widths

Staff Comment: The property is zoned R-2-15 Residential and is part of a Rosecrest Planned Unit Development. The Rosecrest MDA does not state a minimum lot width, but does regulate lot sizes. The MDA breaks down lot sizes based on density. Zones designated as Medium Density have a range of lot sizes from 4,000 SF to 12,000 SF. Both lots are 6000 SF and fall within the allotted range. The lot line adjustment would reduce Lot 76 by 200 SF to 5800 SF and increase Lot 77 to 6200 SF. Lot widths established during the approval of the subdivision plat vary from 50 feet to 79 feet. Lot widths for Lot 76 would decrease to 58 feet and increase to 62 feet for Lot 77. Staff has found the proposed lot line adjustment would be consistent with the Rosecrest MDA and the approved subdivision plat.

Lot Setbacks

Setbacks approved for the Summit View subdivision are below:

- Front – 19'
- Sides – 5'
- Rear - 15' to Living Space, 10' to decks 2' or more above grade, 5' to decks/patios at grade
- Corner – 15'

Staff Comment: Lot 76 meets the subdivision standards and currently exceeds the minimum side yard setback (7 feet) on its east lot line. Lot 77 is deficient by two feet on its west lot line and is currently not in compliance with the subdivision's setback requirements. Adjusting Lot 76's lot line two feet to the west will bring Lot 77 into compliance, while maintaining the minimum setback requirements on Lot 76.

Site Plan

Staff Comment: Fencing has been installed on the existing lot line that bisects Lot 76 and Lot 77. If the lot line is adjusted and the fencing remains in its original locations, side yard access will still be restricted as the three-foot path between the house and fencing will be encumbered by the home's window wells. To mitigate any safety risks, Staff has asked the applicant to move the fencing to align with the proposed lot line adjustment to create a wider unencumbered path between the fence line and the home. The applicant has agreed to move the fencing to comply with this request.

BACKGROUND/SUMMARY:

The applicant is requesting a lot line adjustment to correct an encroachment created during the construction of the home on Lot 77. The home which was built on Lot 77 was built wider than shown on the plans submitted and now encroaches two feet into the east side yard setback. A five-foot minimum side yard setback for the subdivision was determined as part of the development agreement in 2008. The home, as it sits on Lot 77, is not in compliance with the side yard setbacks, nor utility easements, designated for the Summit View Subdivision.

In September of 2020, the applicant appeared before the Commission requesting an amendment to reduce the east side yard setback of Lot 77 to 2.9 feet ($\pm 2'10\frac{7}{8}''$). The Commission unanimously denied the request. The denial was based on the limited pedestrian access (which would be encumbered by the window wells) and the portion of the home encroaching into the five-foot setback not meeting International Fire Code (IFC). IFC requires any portion of structure built within five-feet of a property line must have a one-hour fire rating.



The applicant submitted an application on April 16, 2021, requesting a lot line adjustment of the shared interior lot line between Lot 77 and Lot 76. The applicant has contracted with the owner of Lot 76 to purchase a 2' X 100' strip of land which runs from the front lot line to the rear lot line along the lot's west interior lot line. The applicant intends to transfer the ownership of the strip of land to the owner of Lot 77 and moving the lot line two feet to the east. The home on Lot 76 is currently setback seven feet from its west side lot line. Moving the lot line two feet to west would still maintain the minimum side yard setbacks for Lot 76 and bring Lot 77 into compliance by increasing the side yard setback to five feet.

ALTERNATIVES:

The following alternates are offered for consideration:

1. Planning Commission can approve this request with amended or additional requirements/conditions.
2. Planning Commission can deny this request. Denial must be based upon a finding that the proposed project:
 - a. Is inconsistent with the General Plan or Zoning Ordinance
 - b. Will adversely affect the environment;
 - c. Is detrimental to the health safety or welfare of the surrounding neighborhood or community in general.

ATTACHMENTS:

- A. Application
- B. Vicinity Map
- C. PC Denial Letter
- D. Subdivision Plat Maps
- E. Preliminary plat drawings
- F. Presentation

Attachment A

Application



Preliminary Subdivision Plat Application

SUBDIVISION INFORMATION			
Property Address:	Lot 77 4494 WEST BURKDALE DRIVE, Herriman Lot 76 4480 WEST Burkdale DRIVE, Herriman		
Parcel Numbers:	Lot 77 33-07-327-008-000 Lot 76 33-07-327-009-000		
<input type="checkbox"/> New Lots/Units	0	Number of lots/units	0
<input type="checkbox"/> Plat Amendment		Number of new lots/units	0
Name of Proposed Subdivision: Both ARE IN SUMMIT VIEW AT ROSECREST PHASE 2B			
APPLICANT INFORMATION			
Name of Applicant: Fieldstone Summit Creek LLC (Clark Gaff, warranty manager)			
Address of Applicant: 12896 S. RONY EXPRESS ROAD STE 400			
Email of Applicant: ClarkG@FieldstoneHomes.com		Phone: 801 910 9240	
Applicants Affiliation with the Subject Property:			
<input type="checkbox"/> Owner	<input type="checkbox"/> Engineer	<input type="checkbox"/> Architect	<input checked="" type="checkbox"/> Other <i>Builder of homes, also Contract Holder</i>
Engineer: (if not listed above) LEI ENGINEERING			
Email of Engineer: Jay@LEI-ENG.com		Phone of Engineer: 801 790 0555	
Architect: (if applicable) N/A			
Email of Architect N/A		Phone of Architect: N/A	
Property Owner: (if not listed above) <i>Lot 77 Robert PATTISON Lot 76 Gottlieb Family trust et al</i>			
Email of Owner: <i>Lot 77 RobPATTERSON352@gmail.com Lot 76 ARIELLA GOTTLIEB@gmail.com</i>		Phone: <i>PATTERSON: 801-793-6215 Gottlieb: 847-433-0616</i>	
OFFICE USE ONLY			
Date Received: 4-16-2021	Received By: MICHAEL M.	File Number:	Fee: \$150 -
Zone: R-2-15	Assigned Planner:	Sheldon Howa	Receipt # 996827

APPLICANT'S AFFIDAVIT

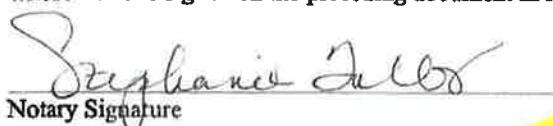
State of Utah)
City of Herriman)

I (we), Todd Gottlieb Ariella Gottlieb, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

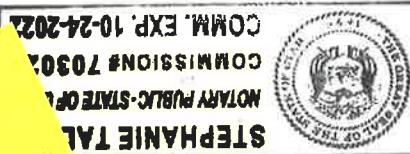
Signed


STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On this 2nd of June, in the year 2021, before me Todd Gottlieb Ariella Gottlieb personally appeared Stephanie Talbot proved to me through satisfactory evidence of identification, which was Driver ID, to be the person whose name is signed on the preceding document in my presence.



Notary Signature

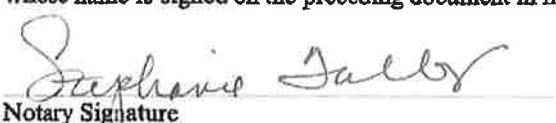


*May be owner of record, contract owner
of the property.

I (we), Todd Gottlieb
as my (our) agent to represent me
and authorize Clark Graff to sign
this application.

Signed STATE OF UTAH)
§
COUNTY OF SALT LAKE)

On this 2nd of June, in the year 2021, before me Todd & Ariella Gottlieb personally appeared Stephanie Talbot proved to me through satisfactory evidence of identification, which was Driver ID, to be the person whose name is signed on the preceding document in my presence.



Notary Signature



APPLICANT'S AFFIDAVIT

State of Utah)
City of Herriman)

I (we), Robert Patterson LLC, being duly sworn, depose and say that I (we) am (are) the owner(s) or authorized agent(s) of owner, of property involved in the attached application and that the statements and answers contained herein in the attached plans and other exhibits thoroughly, to the best of my (our) ability, present the argument in behalf of the application requested herewith and that the foregoing statements and information above referred to are in all respects true and correct to the best of my (our) knowledge and belief.

Signed



STATE OF UTAH)
§

COUNTY OF SALT LAKE) Utah /cs

On this 20 of April, in the year 2021, before me Cindy Soderquist, personally appeared Robert Patterson, proved to me through satisfactory evidence of identification, which was personally known to be the person whose name is signed on the preceding document in my presence.

Cindy Soderquist
Notary Signature



*May be owner of record, contract owner, party to valid earnest money agreement, option holder or have other legal control of the property.

AGENT AUTHORIZATION

I (we), Robert Patterson LLC, the owner(s) of the real property at 4444 W. Orkdale Drive, Herriman, Utah, do hereby appoint Fidelity Seven Creek, LLC as my (our) agent to represent me (us) with regard to this application affecting the above described real property, and authorize Robert Patterson to appear on my (our) behalf before any City Boards considering this application.

Signed

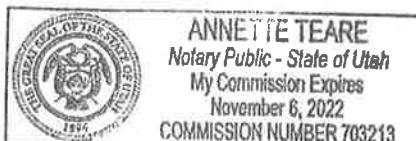


STATE OF UTAH)
§

COUNTY OF SALT LAKE) Utah /at

On this 21 of April, in the year 2021, before me Robert Patterson, personally appeared Robert Patterson, proved to me through satisfactory evidence of identification, which was LEFDL, to be the person whose name is signed on the preceding document in my presence.

Annette Teare
Notary Signature



Clark Graff
Fieldstone Homes
12896 Pony Express Rd., #400
Draper, Utah 84020

April 16, 2021

Mr. Michael Maloy
City Planner
Herriman City
5355 W Main Street
Herriman, Utah 84096

Dear Mr. Michael Maloy,

Attached is the application and information related to moving the property line between lots 76 and 77 in the subdivision Summit View at Rosecrest Phase 2B.

By way of background, the home on lot 77 was built too wide and encroaches into the 5' easement by 2'. Fieldstone intends to satisfy the problem by moving the property line 2'. Fieldstone has contracted with the owner of lot 76 to purchase a strip of land and give it to the owner of lot 77. It is our hope that the city will approve the plan so we can finally resolve the issue for the owner of lot 77.

I am including the application form, the amended plat for lots 76 and 77, a drawing showing the strip of land that is to be transferred, as well as the updated legal descriptions for both properties. I have also sent an electronic copy of the plans for your review.

Both property owners have agreed to the plan to move the property line. Their information is included on the application for your reference. As holder of the contract to purchase the strip of property from lot 76, the application is being presented by Fieldstone Summit Creek, LLC.

Please let feel free to reach out to me with any questions or needs you may have. I can be reached at 801-910-9240 or ClarkG@FieldstoneHomes.com.

Sincerely,



Clark Graff

Warranty Manager

Fieldstone Homes

Herriman City
5355 W Herriman Main St
Herriman, UT 84096
801.446.5323

Receipt No: 996827
Receipt Date: 04/16/2021
Timestamp: 04/16/2021 03:27 PM
Payor: Fieldstone Summit Creek LLC -

217 Zoning Land Use Fees	150.00
	<hr/>
	\$150.00

Check 3146	\$150.00
Tendered Amount:	\$150.00
Cash Back:	\$0.00
Total Applied:	\$150.00

Michael Maloy

From: Clark Graff <Clark@FieldstoneHomes.com>
Sent: Thursday, April 15, 2021 8:00 PM
To: Michael Maloy
Subject: FW: Plat Amendment Summit View Lot 76 and 77
Attachments: Summit View Lot 76 and 77 Plat Amendment-BOUNDARY.pdf

Michael,

Please see attached. Please let me know if this needs any modification. I will stop in tomorrow and officially make application. Thank you for your help.

Thanks,

Clark

From: Jay Christensen <jay@lei-eng.com>
Sent: Thursday, April 15, 2021 6:41 PM
To: Clark Graff <Clark@FieldstoneHomes.com>
Subject: Plat Amendment Summit View Lot 76 and 77

Clark, attached is a pdf of the plat amendment as we have it drawn up. I'm not sure what signature blocks the city will require. If they approve what we have drawn up or redline things we can make the changes and print a mylar for signatures.

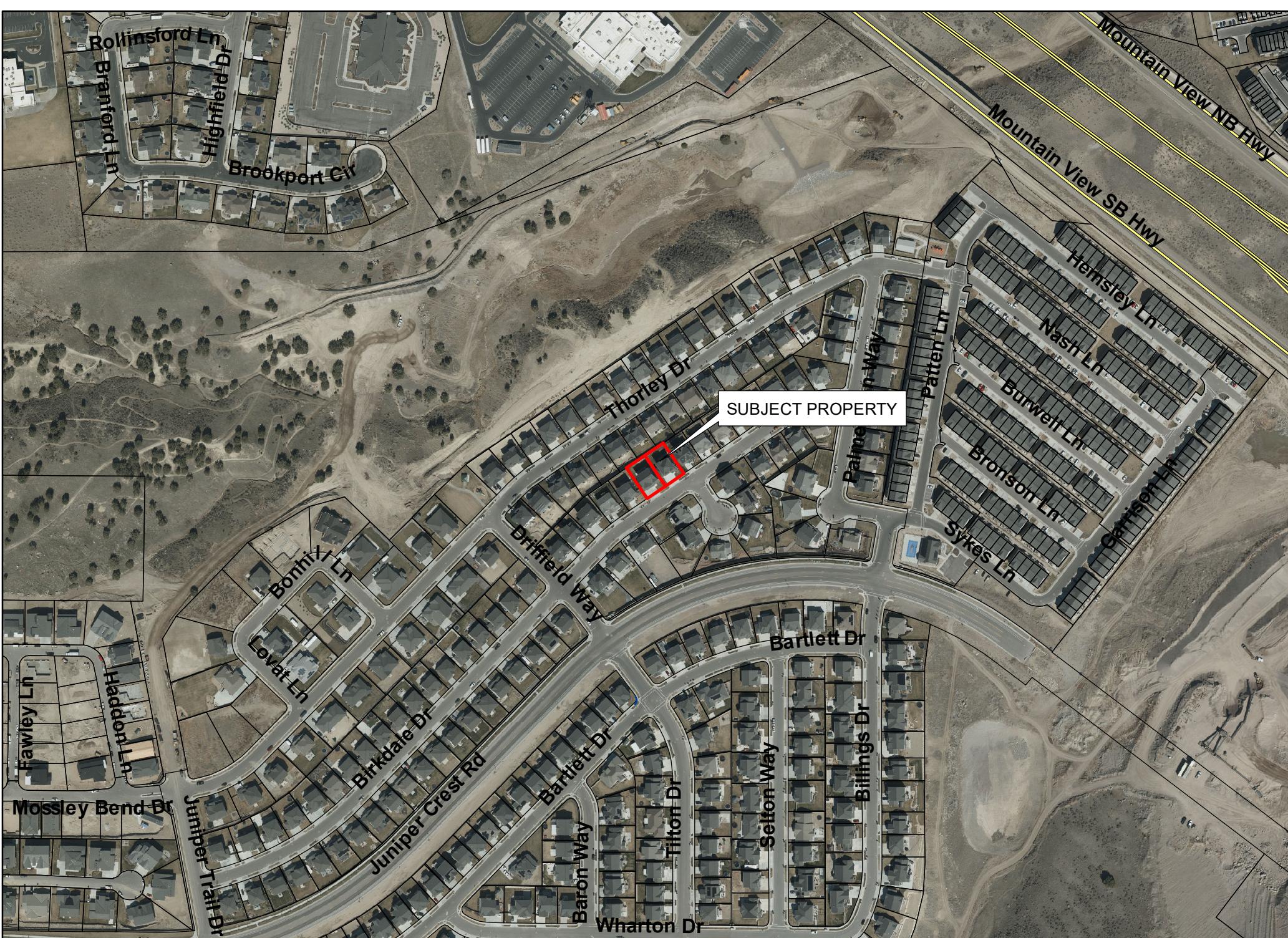
Payton Jay Christensen, P.L.S.
Survey Field Manager/Associate



3302 N. Main Street
Spanish Fork, UT 84660
801.798.0555 (O)
801.798.9393 (F)
jay@lei-eng.com
www.lei-eng.com

Attachment B

Vicinity Map



Attachment C

PC Denial Letter



September 30, 2020

Fieldstone Summit Creek, LLC
Clark Graff
12896 Pony Express Rd #400
Draper, UT 84020

Re: File Number C2020-019

Dear Clark:

The Herriman Planning Commission at their regular meeting on September 17, 2020, voted to deny your request for an amendment to the Rosecrest Planned Unit Development to reduce the side yard setback on property located at 4494 W Birkdale Drive. The home is therefore required to meet the 5 foot side yard setback. Please indicate to the City how you intend to meet the required setback.

If you have any other questions please contact the Planning Department during regular business hours.

Sincerely,

Bryn MacDonald, AICP
Assistant City Planner
planning@herriman.org

Attachment D Subdivision Plat

SUMMIT VIEW at ROSECREST PHASE 2B

Amending Lot L, South Herriman

Located in Lots 6, 7, and the Northeast Quarter of the
Southwest Quarter of Section 7, Township 4 South, Range 1 West,
Salt Lake Base and Meridian, Salt Lake County, Utah

SURVEYOR'S CERTIFICATE

I, Mark N Gregory, do hereby certify that I am a Professional Land Surveyor in the State of Utah holding certificate number 334576 as prescribed by Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act. I further certify that by the authority of the owners, I have made an accurate survey of the tract of land shown and described herein in accordance with Section 17-23-17 of the Utah State Code, have verified all measurements shown and have subdivided said property into streets hereafter to be known as Summit View at Rosecrest PHASE 2B Amending Lot L, South Herriman and that the same has been surveyed and monuments have been placed on the ground as represented on this plot.

BOUNDARY DESCRIPTION

A parcel of land located in Lots 6, 7, and the Northeast Quarter of the Southwest Quarter of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point North 89°16'06" West 858.90 feet along the south line of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian and North 1,170.34 feet from the South Quarter Corner of said Section 7, and thence North 44°11'13" East 189.01 feet; thence North 55°45'01" East 440.90 feet; thence South 34°14'59" East 153.00 feet; thence North 55°45'01" East 38.81 feet; thence South 34°14'59" East 94.00 feet; thence South 55°45'01" West 60.00 feet; thence South 34°14'59" East 39.15 feet; thence South 05°31'35" East 167.35 feet to a point on the arc of a 945.00 foot non-tangent curve to the left; thence Westerly 481.45 feet along the arc of said curve through a central angle of 29°11'26" and a long chord of South 69°52'42" West 476.26 feet to a point of reverse curvature with a 15.00 foot radius curve to the right; thence Westerly 22.86 feet along the arc of said curve through a central angle of 87°18'48" and a long chord of North 81°03'37" West 20.71 feet; thence North 37°24'13" West 29.40 feet to a point of tangency of a 530.00 foot radius curve to the left; thence Northwesterly 72.11 feet along the arc of said curve through a central angle of 07°47'44" and a long chord of North 41°18'05" West 72.06 feet to a point of reverse curvature with a 15.00 foot radius curve to the right; thence Northerly 23.40 feet along the arc of said curve through a central angle of 89°23'11" and a long chord of North 00°30'22" West 21.10 feet; thence North 49°33'27" West 53.11 feet to a point on the arc of a 15.00 foot non-tangent curve to the right; thence Westerly 23.56 feet along the arc of said curve through a central angle of 90°01'51" and a long chord of South 89°11'13" West 21.21 feet; thence North 45°48'47" West 85.00 feet to the POINT OF BEGINNING. Said parcel contains 208,606 square feet or 4.79 acres, more or less.



Date August 8, 2017

Mark N Gregory
P.L.S. No. 334576

OWNERS DEDICATION

Know all men by these presents that the undersigned owners of the tract of land described at left, having caused the same to be subdivided into lots and streets to be hereafter known as:

Summit View at Rosecrest PHASE 2B Amending Lot L, South Herriman

do hereby dedicate for perpetual use of the public all, street right-of-ways, alpha lots and easements as shown on this plat as intended for Public use. Owners hereby agree to warrant and defend and save the City harmless against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance and operation of the street.

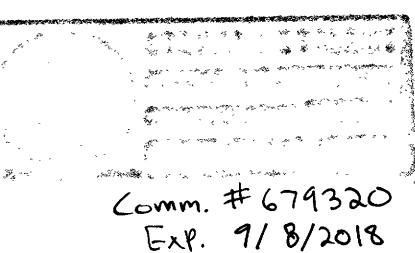
Troy M. Gable
Fieldstone Summit Creek, LLC

9/26/17
Date

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE }ss

On this 26th day of September 2017 personally appeared before me, Troy Gable the signer of the foregoing instrument, who duly acknowledged to me that (s)he is a Secretary of Fieldstone Summit Creek, LLC, a Delaware Company, and is authorized to execute the foregoing Agreement in its behalf and that he or she executed it in such capacity.



Troy Gable
NOTARY PUBLIC
Residing at:

CONSENT TO DEDICATION AND RECONVEYANCE

Know all men by these presents that the undersigned, being the Trustee under that certain Deed of Trust that encumbers all or a portion of the real property described herein which has been subdivided into lots, public streets, and/or other public places, to be known as Summit View at Rosecrest PHASE 2B Amending Lot L, South Herriman, does hereby consent and does hereby reconvey, without warranty, to the City of Herriman for perpetual use of the public, all parcels of real property shown on this plat as intended for public streets and/or other public places.

IN WITNESS WHEREOF, the Trustee has subscribed this Consent to Dedication and Reconveyance and has caused the same to be duly executed this 20 day of September 2017.

Date _____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE }ss

On this 20 day of September, 2017 personally appeared before me, _____, as Trustee of the _____ under trust instrument dated _____, who acknowledged to me he or she executed in such capacity with authority to do so.

NOTARY PUBLIC
Residing at:

ROCKY MOUNTAIN POWER STATEMENT

- Pursuant to Utah Code Ann. § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
- Pursuant to Utah Code Ann. § 17-27a-603(4)(ii) Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements, but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
 - a recorded easement or right-of-way
 - the law applicable to prescriptive rights
 - Title 54, Chapter 8a, Damage to Underground Utility Facilities or
 - any other provision of law.

SOUTH VALLEY SEWER DISTRICT STATEMENT

The signature of South Valley Sewer District on this plat does not constitute any guarantee of availability of sanitary sewer to the property or any approval of sewer line facilities. The owner(s) of the property must provide satisfactory plans to the sewer district for review and approval before connecting to the district's sewer system and will be required to comply with the district's rules and regulations.

SHEET 1 of 2

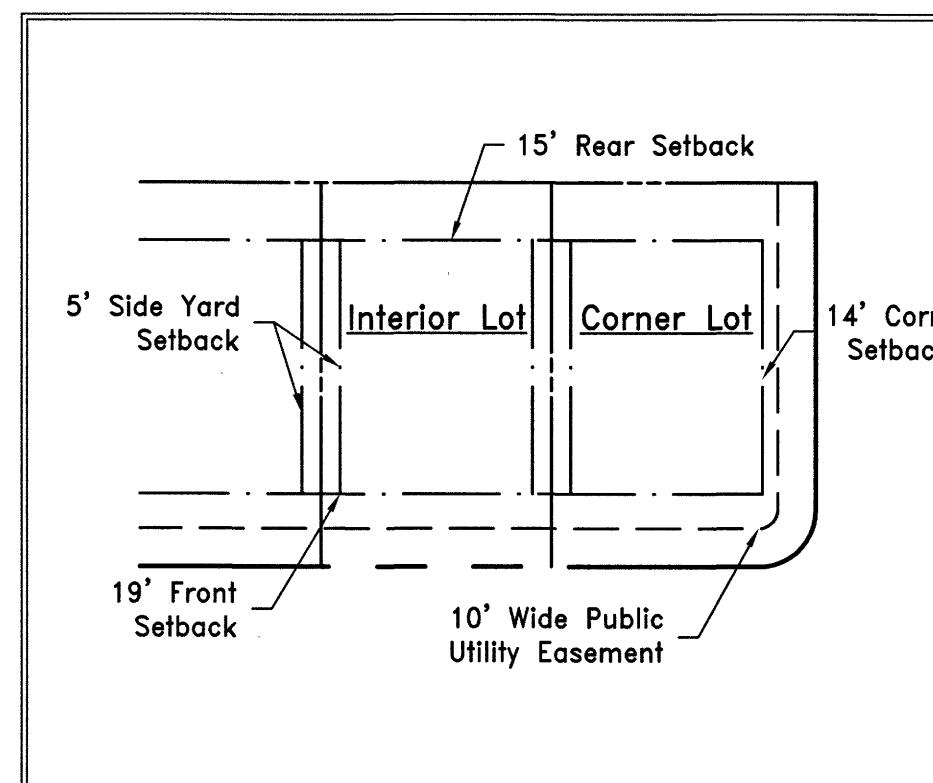
HEALTH DEPARTMENT	COMCAST	CENTURYLINK	ROCKY MOUNTAIN POWER	SOUTH VALLEY SEWER DISTRICT	QUESTAR	TABULATIONS	PREPARED BY:
Approved this <u>15</u> day of <u>September</u> , 2017 by Health Department <i>Rich Geddes</i> Salt Lake Valley Health Department	Approved this <u>15</u> day of <u>August</u> , 2017 by Comcast <i>E. Valero</i>	Approved this <u>10</u> day of <u>August</u> , 2017 by CenturyLink <i>Bob Miller</i>	Approved this <u>10th</u> day of <u>August</u> , 2017 by Rocky Mountain Power <i>B. Miller</i>	Approved this <u>1</u> day of <u>September</u> , 2017 by South Valley Sewer District <i>B. Miller</i>	Approved this <u>10th</u> day of <u>August</u> , 2017 by Questar Gas <i>Jerry Saylor</i>	1. Total Plat Acreage 4.79 acres 2. Total Lot Acreage 3.77 acres 3. Total Right-of-Way 0.96 acres 4. Total Open Space 0.06 acres 5. Average Lot Size 8,215 sq. ft. 5. Number of Lots 20	 Dominion Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000
CHECKED FOR ZONING	PLANNING COMMISSION	HERRIMAN CITY MUNICIPAL WATER	HERRIMAN CITY ENGINEER	APPROVAL AS TO FORM	HERRIMAN CITY		SALT LAKE COUNTY RECORDER # 1249905
Zone <u>R-2-15</u> Area <u>—</u> Width <u>—</u> Name <u>Bryan McF</u> Date <u>3-1-18</u>	Approved this <u>day of</u> <u>Planning Commission</u> <i>Jessica M. M.</i> Chairman, Herriman Planning Commission	Approved this <u>6th</u> day of <u>March</u> , 2018 by Herriman City Municipal Water <i>John E. E.</i> Herriman City	I hereby certify that this office has examined this plat and it is correct in accordance with information on file in this office. <i>John E. E.</i> Date <u>3/7/18</u> Herriman City Engineer	Approved as to form this <u>5</u> day of <u>March</u> , 2018. <i>John E. E.</i> Herriman City Attorney	Approved this <u>13th</u> day of <u>March</u> , 2018 by Herriman City <i>John E. E.</i>	Approved this <u>13th</u> day of <u>March</u> , 2018 by Herriman City <i>John E. E.</i>	State of Utah, County of Salt Lake, recorded and filed at the request of <u>Rockcrest Communities LLC</u> Date <u>04/09/2018</u> Time <u>3:04 PM</u> Book <u>2018P</u> Page <u>161</u> Fees <u>\$ 81.00</u> Salt Lake County Recorder, DEPUTY

SUMMIT VIEW at ROSECREST PHASE 2B

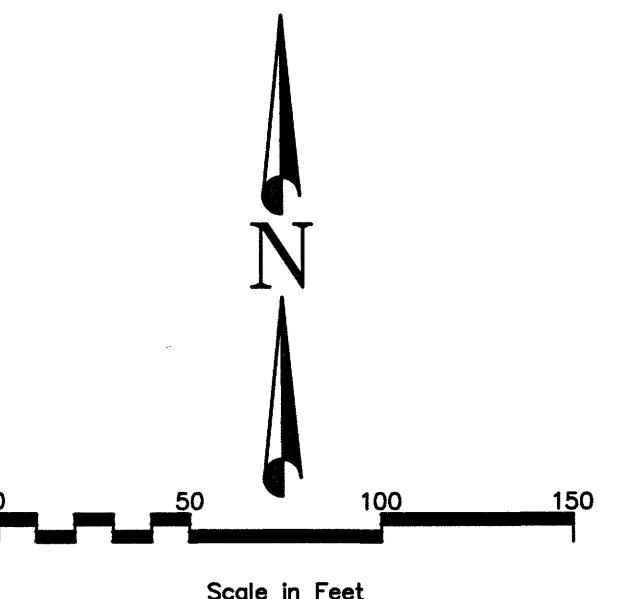
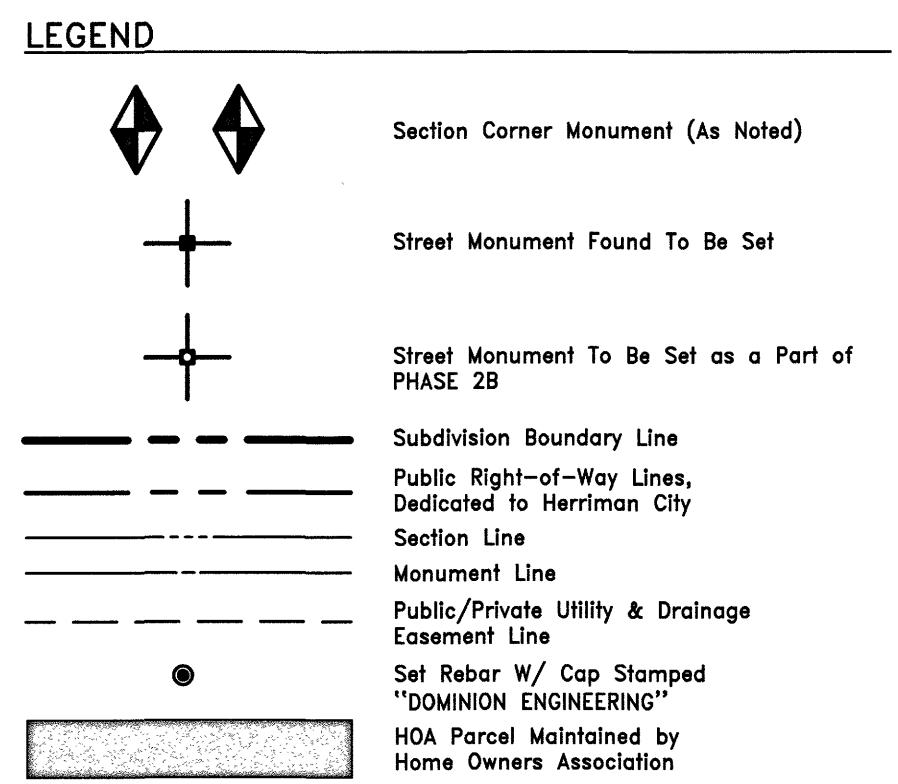
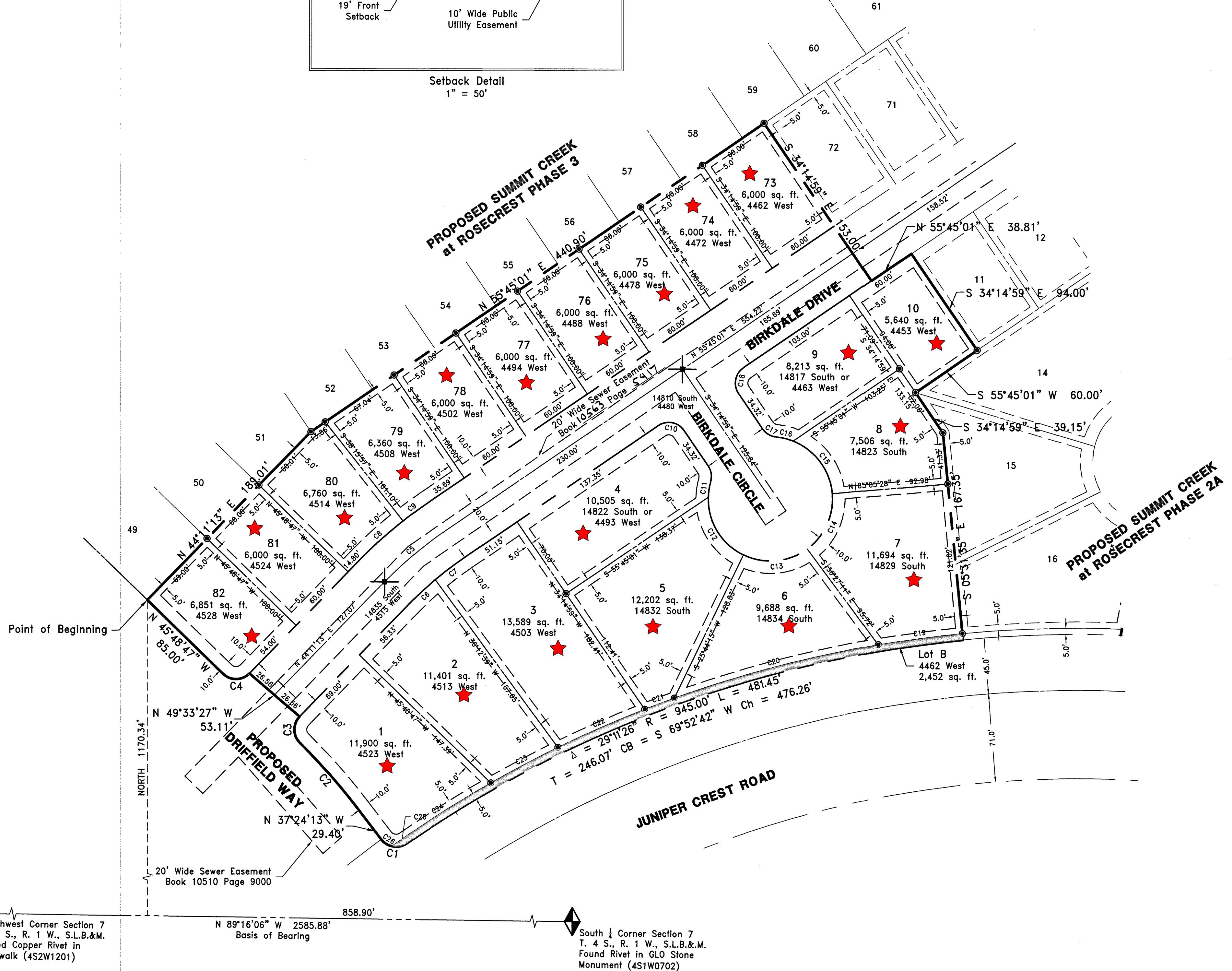
Amending 'Lot L, South Herriman

Located in Lots 6, 7, and the Northeast Quarter of the
Southwest Quarter of Section 7, Township 4 South, Range 1 West,
Salt Lake Base and Meridian, Salt Lake County, Utah

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	15.00'	22.86'	87°18'48"	N 81°03'37" W	20.71'	14.31'
C2	530.00'	72.11'	7°47'44"	N 41°18'05" W	72.06'	36.11'
C3	15.00'	23.40'	89°23'11"	N 0°30'22" W	21.10'	14.84'
C4	15.00'	23.56'	90°01'51"	S 89°11'13" W	21.21'	15.00'
C5	320.00'	64.58'	11°33'48"	N 49°58'07" E	64.47'	32.40'
C6	293.50'	29.62'	5°46'54"	S 47°04'40" W	29.60'	14.82'
C7	293.50'	29.62'	5°46'54"	S 52°51'34" W	29.60'	14.82'
C8	346.50'	45.64'	7°32'49"	S 47°57'38" W	45.61'	22.85'
C9	346.50'	24.29'	4°00'59"	S 53°44'32" W	24.28'	12.15'
C10	15.00'	23.56'	90°00'00"	N 79°14'59" W	21.21'	15.00'
C11	50.00'	12.56'	14°23'19"	S 85°24'44" W	12.52'	6.31'
C12	50.00'	57.55'	65°56'49"	S 31°17'20" E	54.43'	32.44'
C13	50.00'	54.27'	62°11'26"	N 84°38'32" E	51.65'	30.16'
C14	50.00'	51.01'	58°27'21"	N 24°19'09" E	48.83'	27.98'
C15	50.00'	55.63'	63°44'46"	N 36°46'55" W	52.80'	31.09'
C16	50.00'	13.89'	15°55'03"	N 76°36'50" W	13.85'	6.99'
C17	15.00'	13.17'	50°19'22"	S 59°24'40" E	12.76'	7.05'
C18	15.00'	23.56'	90°00'00"	S 10°45'01" W	21.21'	15.00'
C19	950.00'	68.14'	4°06'34"	S 82°25'08" W	68.12'	34.08'
C20	950.00'	169.70'	10°14'06"	S 75°14'48" W	169.48'	85.08'
C21	950.00'	25.41'	1°31'57"	S 69°21'47" W	25.41'	12.71'
C22	950.00'	76.31'	4°36'08"	S 66°17'45" W	76.29'	38.18'
C23	950.00'	61.02'	3°40'49"	S 62°09'16" W	61.01'	30.52'
C24	950.00'	94.54'	5°42'07"	S 57°27'48" W	94.50'	47.31'
C25	15.00'	12.53'	47°51'19"	N 79°12'38" E	12.17'	6.66'
C26	15.00'	10.33'	39°27'29"	S 57°07'58" E	10.13'	5.38'



Setback Detail
1" = 50'



Sheet 2 of 2

PREPARED BY:



SALT LAKE COUNTY RECORDER # 12749905

State of Utah, County of Salt Lake, recorded and filed at the request of ROSECREST COMMUNITIES LLC

Date 04/09/2018 Time 3:04 PM Book 2018P Page 161

\$ 81.00 Fees

Salt Lake County Recorder, DEPUTY

Attachment E

Preliminary Plat

Attachment F

Presentation

Fieldstone Lot Line Adjustment

August 5, 2021

Request: Subdivision plat amendment to adjust the lot line between Lot 76 and Lot 77 in the Summit View at Rosecrest Phase 2B Subdivision.

Applicant: Fieldstone Summit Creek, LLC (Agent)

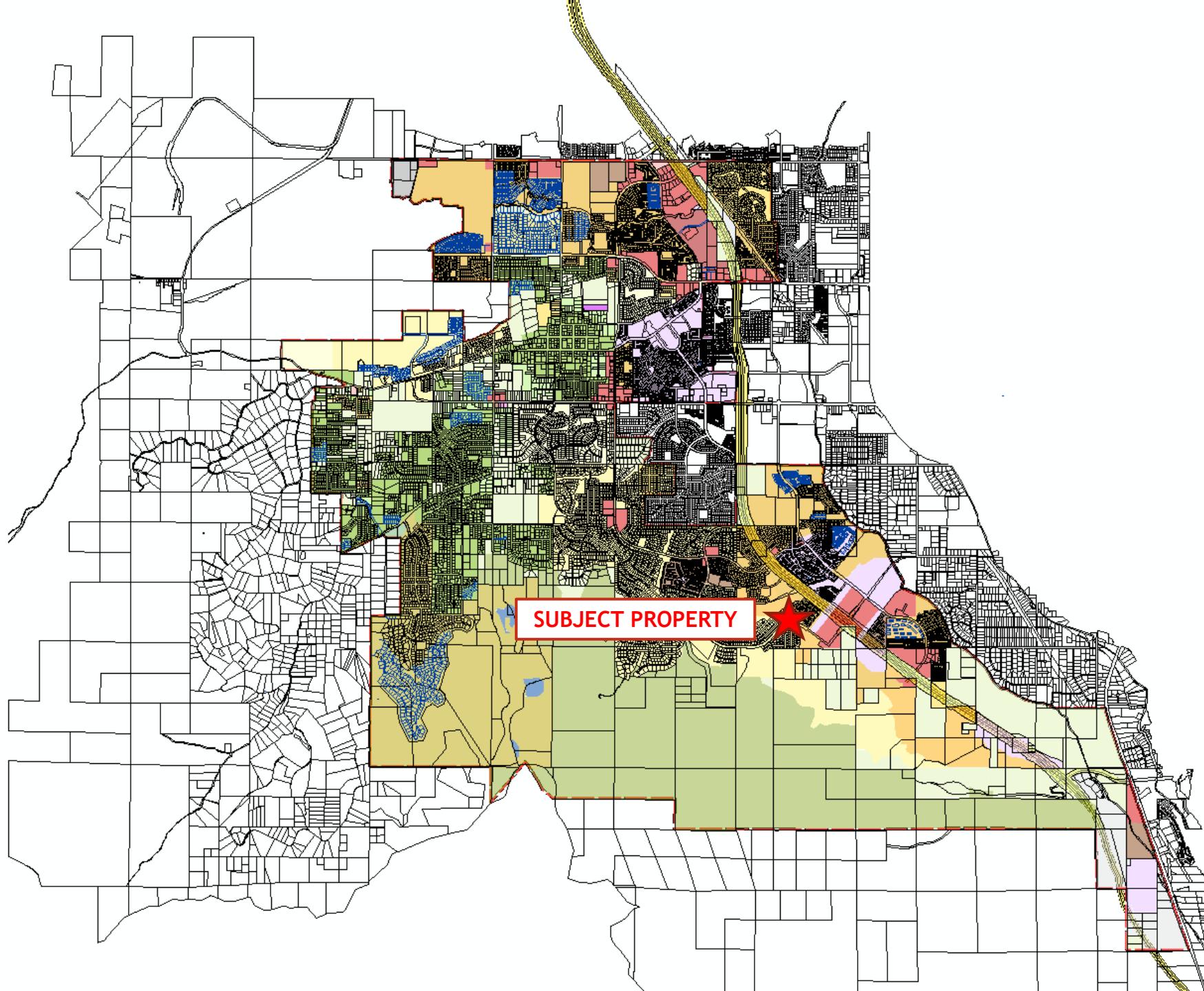
Address: 4494 and 448 W Birkdale Drive

Zone: R-2-15 Residential

Acres: 0.14 and 0.14 ±

File Number: S2021-076

Vicinity Map

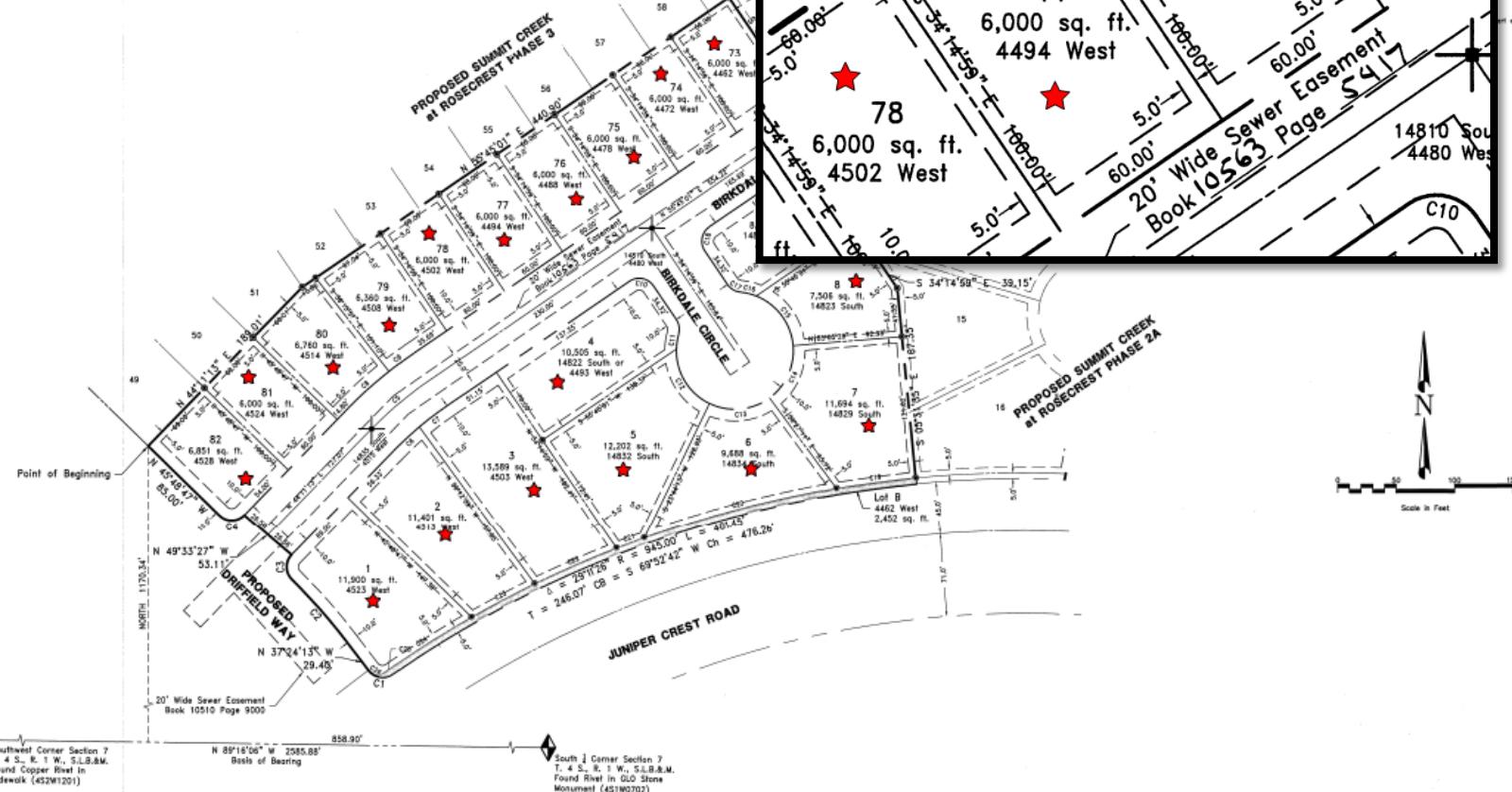
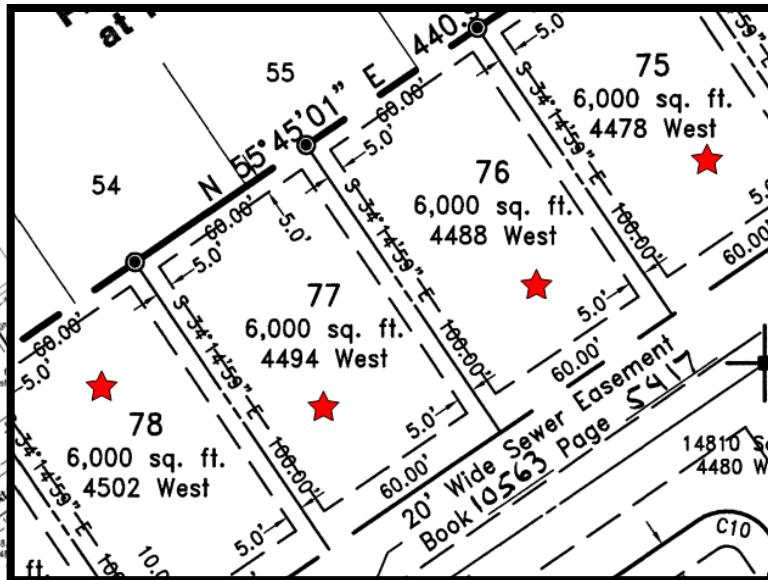
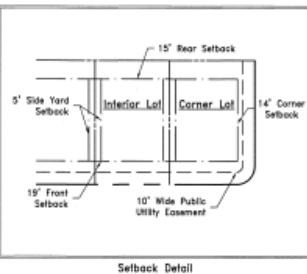


Area Map



Existing Plat

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	15.00'	22.86'	87°18'48"	N 81°03'37" W	20.71'
C2	53.00'	72.11'	7°47'44"	N 41°18'05" W	72.06'
C3	15.00'	23.40'	89°23'11"	N 0°30'22" W	21.10'
C4	15.00'	23.56'	80°01'51"	S 89°11'13" W	21.21'
C5	320.00'	64.58'	11°33'48"	N 49°58'07" E	64.47'
C6	293.95'	29.62'	5°46'54"	S 47°04'40" W	29.60'
C7	293.95'	29.62'	5°46'54"	S 52°51'34" W	29.60'
C8	346.50'	45.64'	7°32'49"	S 47°28'38" W	45.61'
C9	346.50'	24.29'	4°00'59"	S 53°44'32" W	24.28'
C10	15.00'	23.56'	80°00'00"	N 79°14'05" W	21.21'
C11	46.00'	13.44'	14°29'10"	S 48°52'44" W	13.43'
C12	50.00'	57.55'	69°56'49"	S 31°17'10" E	54.43'
C13	50.00'	54.27'	62°11'28"	N 84°38'32" E	51.65'
C14	50.00'	51.01'	58°27'21"	N 24°19'09" E	48.83'
C15	50.00'	55.63'	63°44'46"	N 36°46'55" W	52.89'
C16	50.00'	13.89'	19°55'03"	N 76°36'50" W	13.85'
C17	15.00'	13.17'	50°19'22"	S 59°24'40" E	12.76'
C18	15.00'	23.56'	90°00'00"	S 10°45'01" W	21.21'
C19	95.00'	68.14'	4°06'34"	S 82°25'08" W	68.12'
C20	950.00'	168.70'	10°14'06"	S 70°14'48" W	169.48'
C21	950.00'	25.41'	1°31'57"	S 69°17'47" W	25.41'
C22	950.00'	76.31'	4°36'08"	S 66°17'45" W	76.29'
C23	950.00'	61.02'	3°40'49"	S 62°09'16" W	61.01'
C24	950.00'	94.54'	5°42'07"	S 57°27'48" W	94.50'
C25	15.00'	12.55'	47°51'19"	N 79°12'38" E	12.17'
C26	15.00'	10.33'	39°27'29"	S 57°07'58" E	10.15'
					5.38'



Sheet 2 of 2

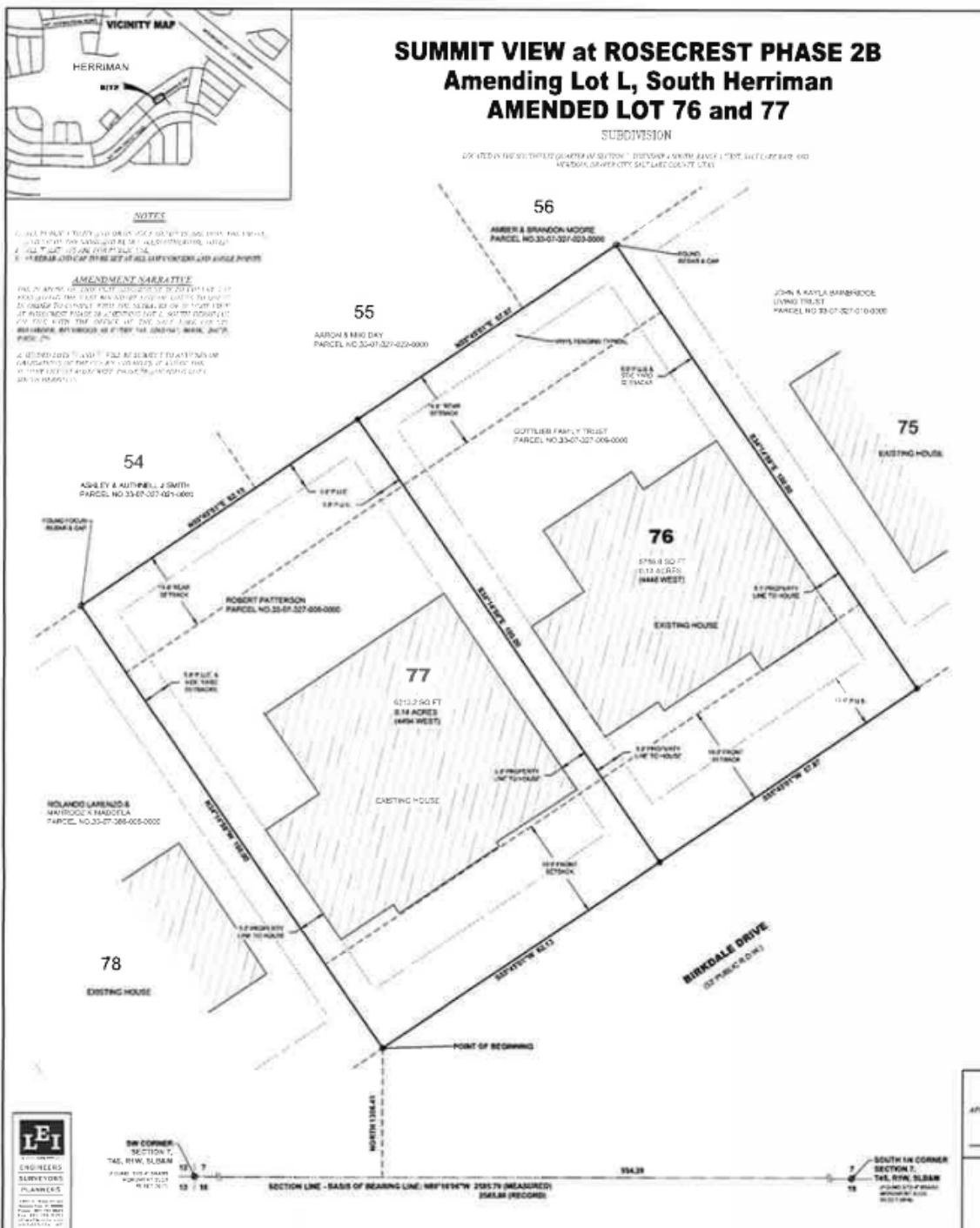
PREPARED BY:
DOMINION
 Engineering Associates, L.C.
 8844 South Green Street
 Murray, Utah 84123 801-713-3000

SALT LAKE COUNTY RECORDER # 12749905
 State of Utah, County of Salt Lake, recorded and filed at the
 request of **ROSECREST COMMUNITIES LLC**
 Date **01/04/2016** Time **3:04 PM** Book **208P** Page **161**
 \$ **11.00** **1/1** **DEPUTY**
 Salt Lake County Recorder

Lot Line Adjustment



Proposed Amended Plat



**UMMIT VIEW at ROSECREST PH. 2B
Amending Lot L, South Herriman
AMENDED LOT 76 AND 77**

Recommendation

Staff recommends approval of the plat amendment to move the interior lot line between lots 77 and 76 two feet to the east with the following requirements:

1. Receive and agree to the recommendations from other agencies.
2. Final plat to be reviewed and approved by the Engineering Department.
3. Relocate fencing to align with amended lot line.



STAFF REPORT

DATE: July 22, 2021

TO: The Planning Commission

FROM: Talia Wright, Planner I

SUBJECT: Request for Approval of Conditional Use for A Monument Sign at The Emerson Apartments

Applicant: Blake Anderson

Address: 5605 W Roe Deer Lane

Zone: R-M

File Number: C2021-074

RECOMMENDATION:

Staff recommends the *denial* of the conditional use for a monument sign at The Emerson Apartments with the following findings:

1. The proposed monument sign does not comply with the Conditional Use standards including:
 - a. The proposed design of the proposed sign is not in harmony with the existing development.
 - b. The proposed design creates a negative aesthetic impact to the development.

ISSUE BEFORE COMMISSION:

Due to the many monument sign applications submitted to the city, the Planning Commission, by policy, has created a general design standard that can be approved by Staff. These standards include a 18-inch brick or stone base and a brick or stone column up one of the sides. The proposed sign does not meet these requirements and therefore must come before the Planning Commission to be considered as a conditional use.

A conditional use is an administrative decision. The Planning Commission will hold a public meeting and make a decision based on compliance with the approval standards (10-5-11(E)(1)). If approved with any conditions, the applicant will continue to work with Staff to make all necessary corrections before any permits are issued.

Required Findings for Approval:

1. The proposed site plan complies with the Conditional Use standards.
2. The proposed site plan complies with all other zoning ordinance requirements.

DISCUSSION:

Conditional Use Issues: (From 10-5-11(E)(1))

The suitability of the specific property for the proposed use

Staff Comment:

The proposed sign location is along Roe Deer Lane. Placed near the entrance of the apartment complex, it is in an ideal location for both residents and others who drive by.

The development or lack of development adjacent to the proposed site and the harmony of the proposed use with existing uses in the vicinity

Staff Comment:

The proposed sign uses different materials and design than that of the adjacent apartments. For this reason, the proposed sign is not in harmony with the existing buildings and seems out of place. Staff recommends using materials that match the existing building in the sign design.

Whether or not the proposed use or facility may be injurious to potential or existing development in the vicinity

Staff Comment:

The proposed sign is not located in a clear vision zone and would not be injurious to the existing developments.

The economic impact of the proposed facility or use on the surrounding area

Staff Comment:

This sign has the potential to improve the economic impact on The Emerson Apartments by allowing them to advertise.

The aesthetic impact of the proposed facility or use on the surrounding area

Staff Comment:

The suggested sign is made of imprinted concrete and black lettering and has a modern feel to it. The existing apartments have more of a traditional feel with a brown color scheme and brick material. Staff feels that the proposed design would cause a negative aesthetic impact on the property and recommends the sign material match the material and design of the existing buildings.

The present and future requirements for transportation, traffic, water, sewer, and other utilities for the proposed site and surrounding area

Staff Comment:

This sign does not impact transportation, traffic, water, sewer or any other utilities.

The safeguards provided or proposed to prevent noxious or offensive omissions such as noise, glare, dust, pollutants and odor from the proposed facility or use

Staff Comment:

The proposed sign does not produce any noxious or offensive smells or sounds. It also does not include any lighting that would cause issues to the surrounding area.

The impact of the proposed facility or use on the health, safety, and welfare of the City, the area, and persons owning or leasing property in the area

Staff Comment:

The proposed sign would not produce any health or safety concerns.

BACKGROUND/SUMMARY:

The applicant is proposing a new monument sign at the entrance of The Emerson Apartments. It would be created out of board form concrete and would contain black, aluminum lettering along the top. It would be located at the entrance of the apartment complex and face 5605 W. Roe Deer Lane. The proposed measurements meet the standards found in the Herriman City Code.

- Height: 57 inches
- Length: 126 inches
- Width: 16 inches
- Size: 7,182 square inches

Herriman City Code provides additional issues to consider while reviewing a conditional use. These issues are listed in the “Discussion” section of this document. As prementioned, Staff feels that the proposed materials and elevations create some of the listed issues such as lack of harmony and a negative aesthetic impact. Staff would recommend a more harmonious sign that fits in with the existing architecture.

ALTERNATIVES:

Action from the Planning Commission may include the following:

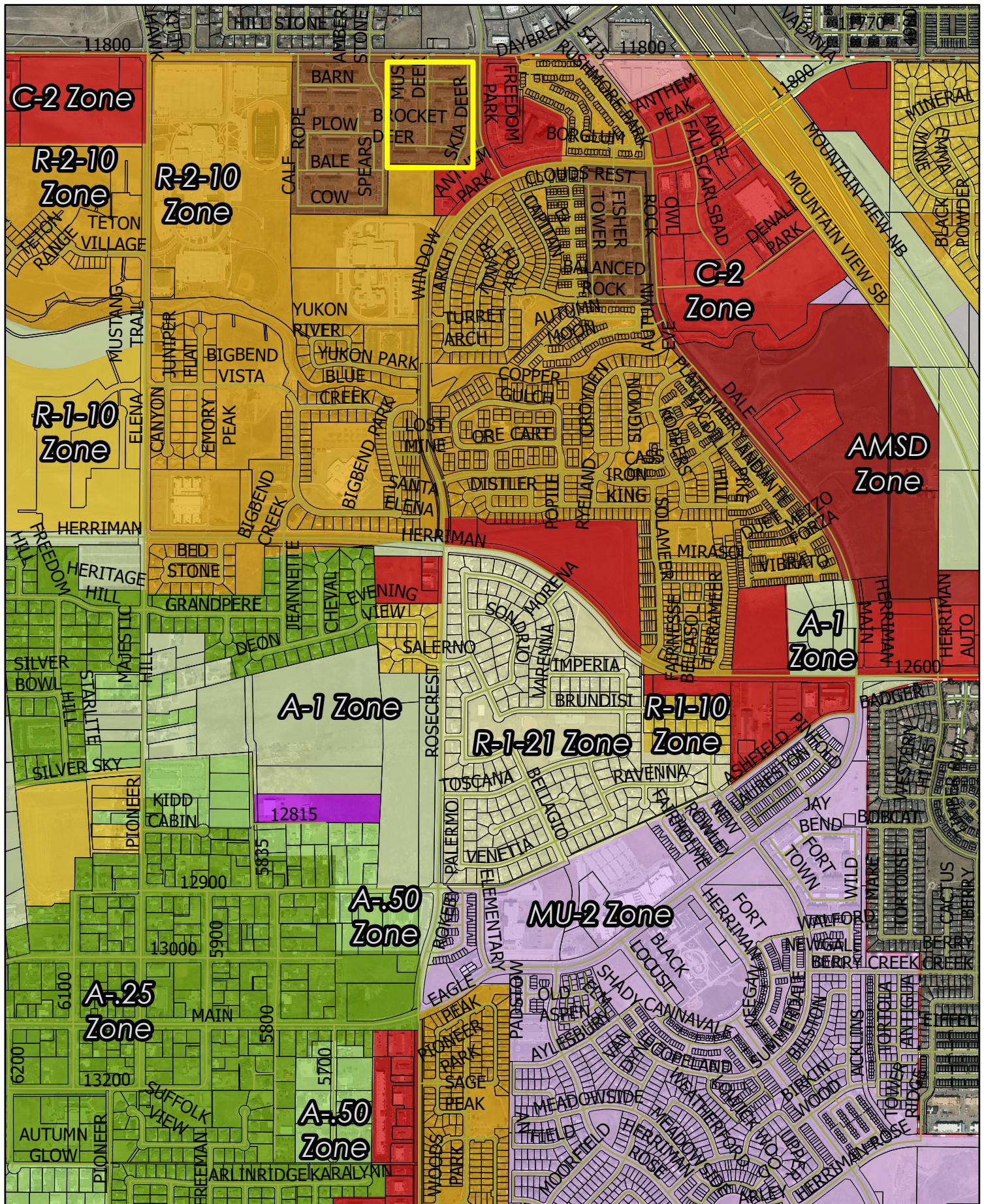
1. Deny the item
2. Continuing the item to future meeting
3. Approve the item with other, or amended, conditions the Commission feels necessary to mitigate impacts from this development

ATTACHMENTS:

- A. Vicinity Map
- B. Sign Location
- C. Sign Design
- D. Pictures of Existing Buildings

Attachment A

Vicinity Map



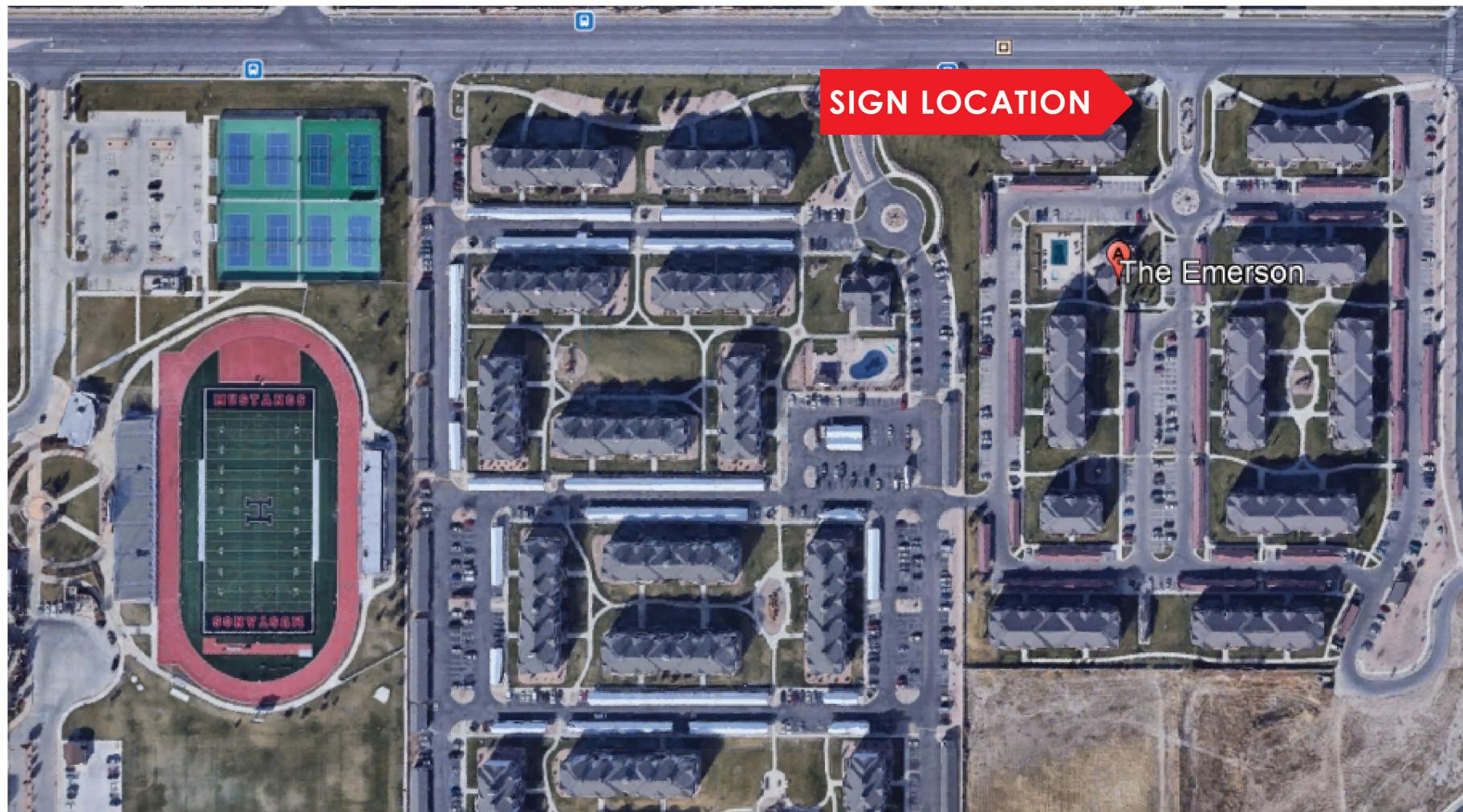
The Emerson
Monument Sign
File# C2021-074

Attachment B

Sign Location



THE EMERSON APARTMENTS
50605 W. DEER ROE LN.
NEW MONUMENT SIGN - NON EXISTING



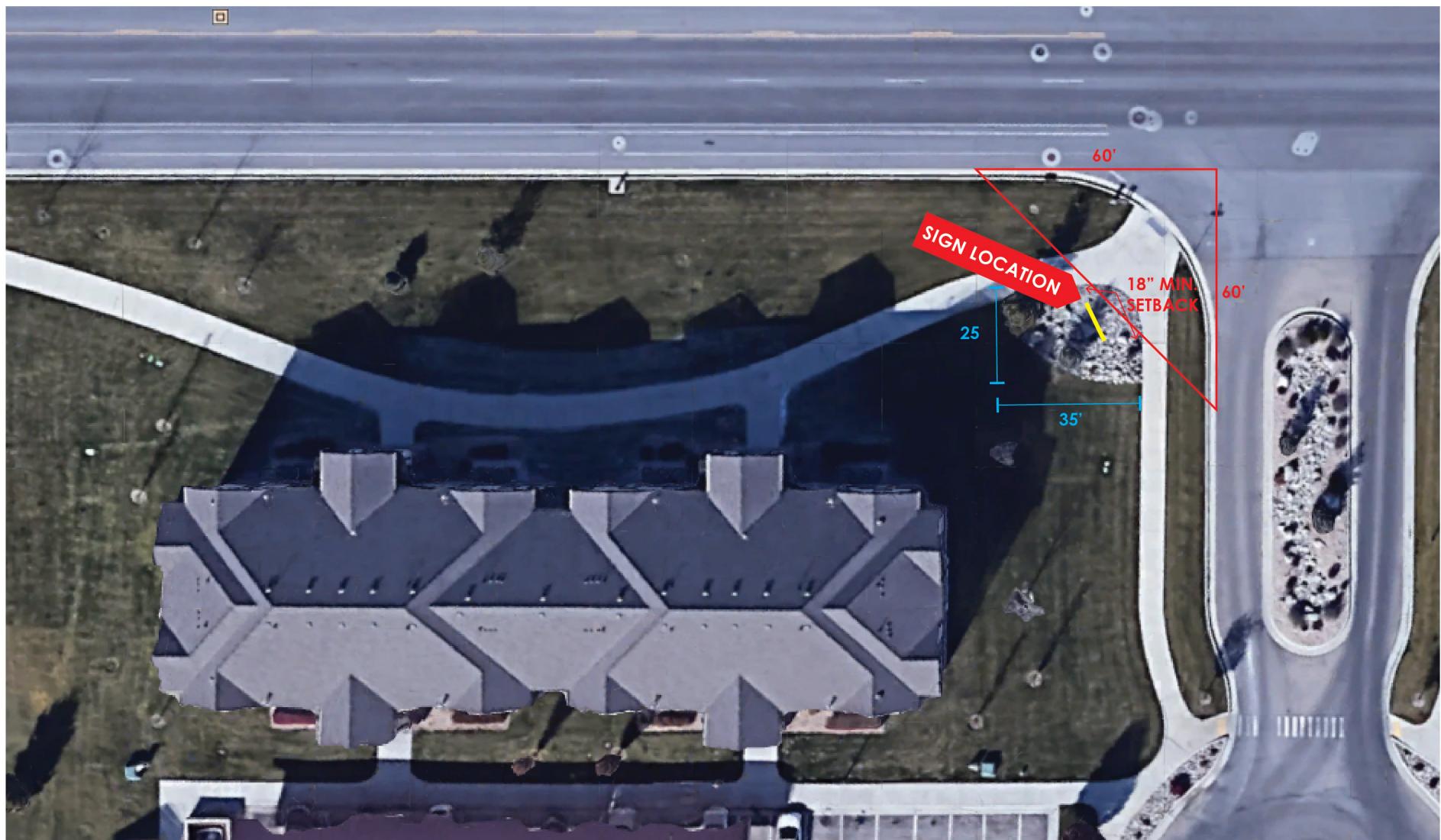
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Please carefully check this layout for spelling, grammar and be sure that colors & proportions are to your specifications. There is an additional \$25 charge after 3 proofs. If order is changed or cancelled after approval, Signarama reserves the right to charge for design, work and/or materials already ordered or used for fabrication.

3480 S. Main Street • Salt Lake City • Utah 84115 • Phone: 801.484.5576 • Email: info@signsslc.com



SETBACK: MINIMUM 18" BEHIND SIDEWALK
CLEAR VIEW: 60" TRIANGLE
LANDSCAPING: EXISTING, APPX 875 SF



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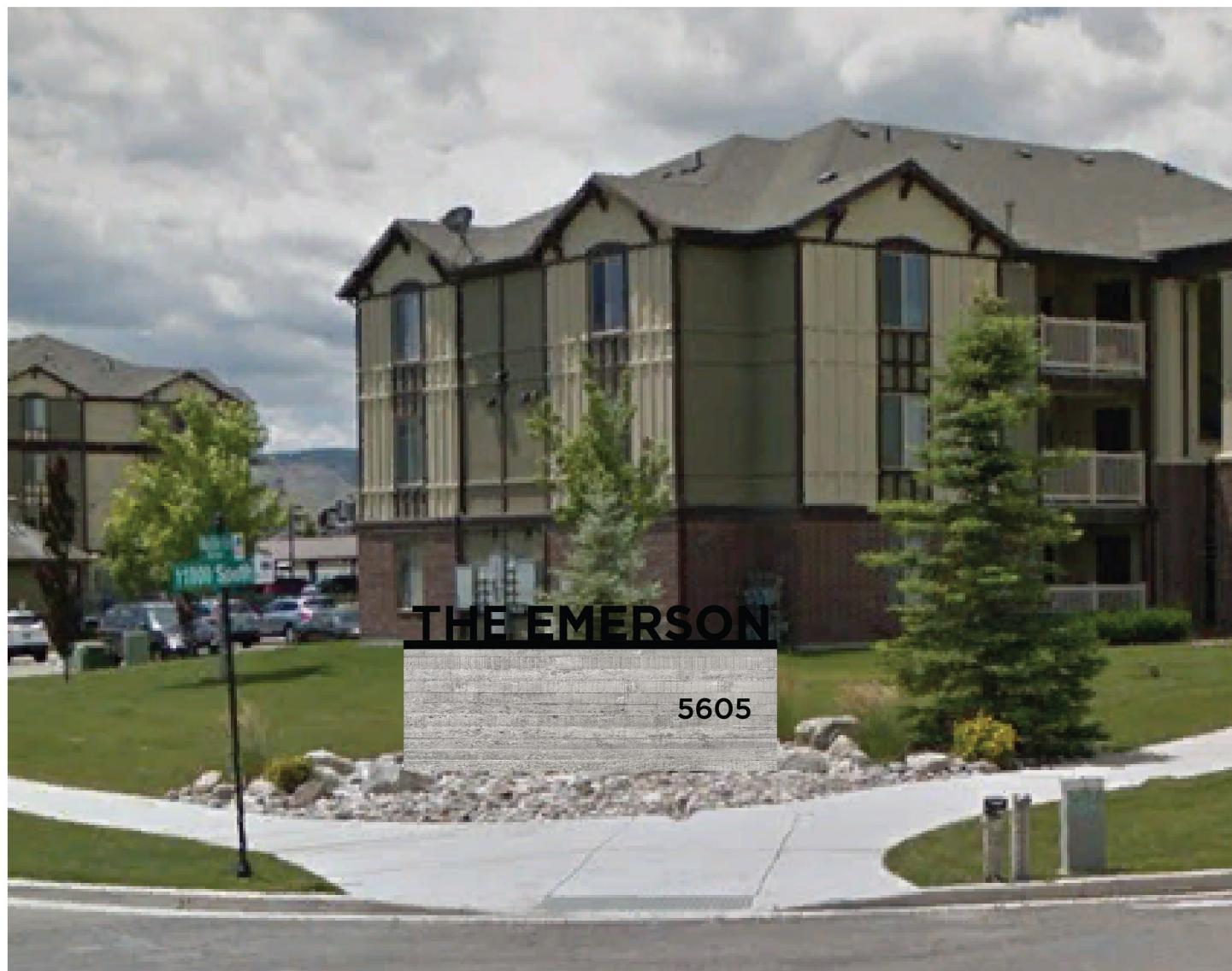
3480 S. Main Street • Salt Lake City • Utah 84115 • Phone: 801.484.5576 • Email: info@signsslc.com

Attachment C

Sign Design



STREET VIEW



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**ZONING: RM
CONDITIONAL USE
SIZE: 1 PER LOT 32 SF PLUS 1 SF FOR EVERY 10' OF FRONTOAGE OVER 30' UP TO 64 SF.
HEIGHT: 6'0"
SETBACK: MINIMUM 18"**

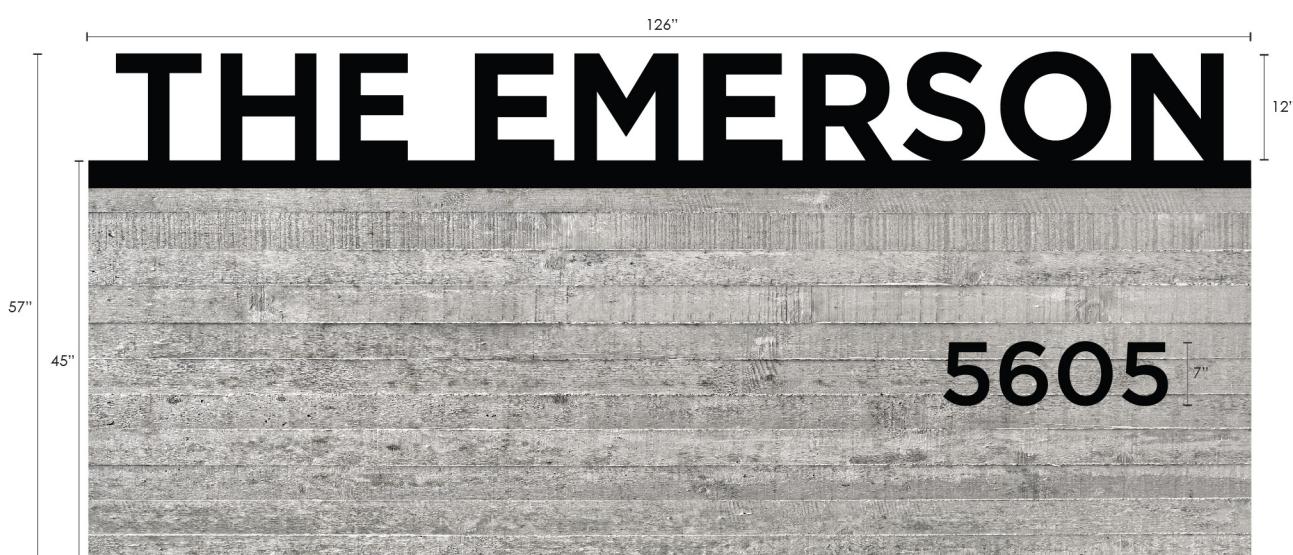
PROPOSAL
**SF: 49.88 SF
HEIGHT: 4'9"
LOT FRONTOAGE: 630 LINEAR FEET**

**BASE: 126"W x 42"H x 16"D cement board form
concrete: BY OTHERS**

**LETTERS: THE EMERSON 3" deep reverse channel letters
non illuminated
.040 aluminum returns, .063 aluminum face
paint: BLACK satin finish**

**CAP: 3"H .090 aluminum cap cover, all sides covered
paint: BLACK satin finish all sides**

**ADDRESS: 5605 1/4" aluminum, stud mount
paint: BLACK satin finish**



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Attachment D

Pictures of Existing Buildings



Monument Sign at The Emerson Apartments

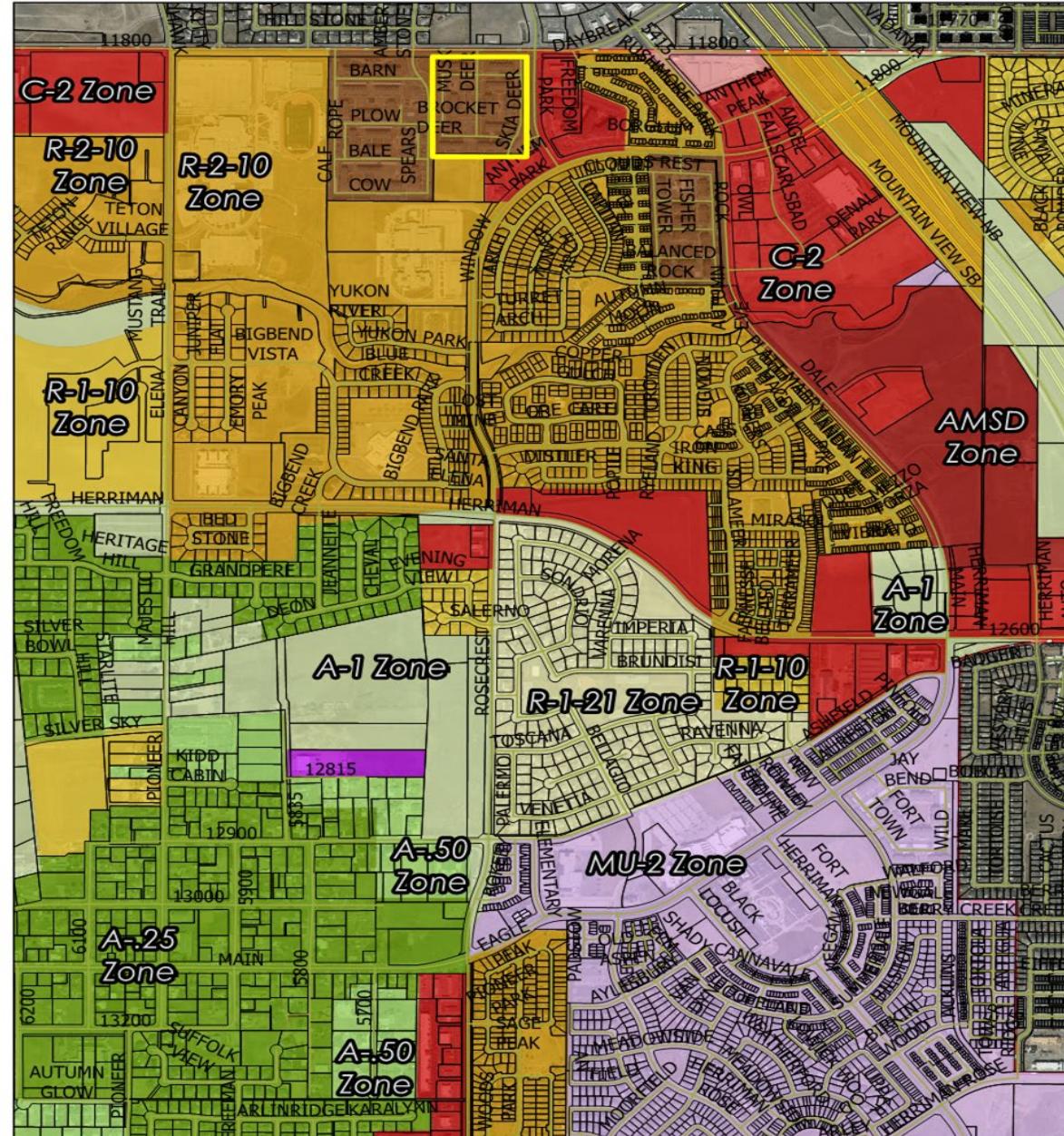
August 5, 2021

**C2021-074- Request for Approval of Conditional Use for A Monument Sign at
The Emerson Apartments**

Applicant: Blake Anderson

Zone: R-M

Vicinity Map



The Emerson
Monument Sign
File# C2021-074



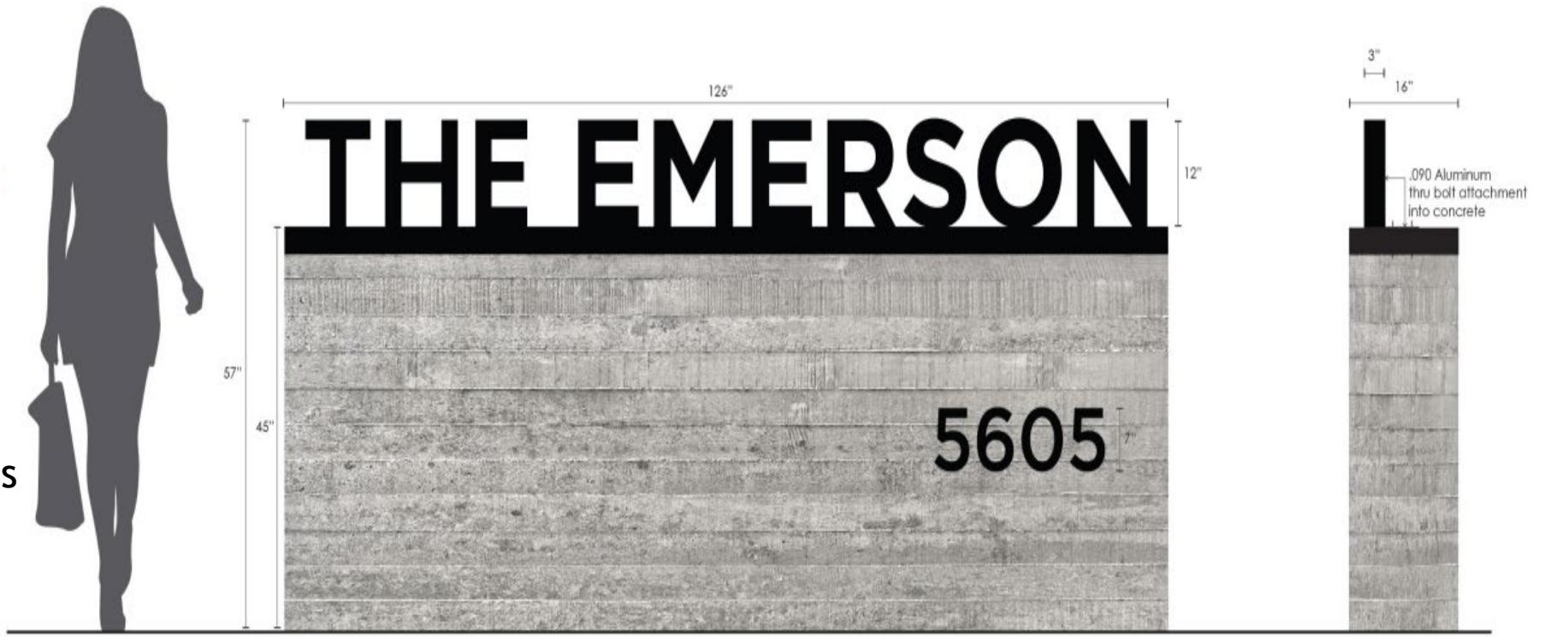
SIGN LOCATION

11800 South



Sign Measurements

- ▶ Height: 57 inches
- ▶ Length: 126 inches
- ▶ Width: 16 inches
- ▶ Size: 7,182 sq inches



Consideration of Issues - Conditional Use

- ▶ Suitability
- ▶ Harmony w/ surrounding development
- ▶ Effects on surrounding development
- ▶ Economic impact
- ▶ Aesthetic impact
- ▶ Service issues
- ▶ Mitigating odors, dust, etc.
- ▶ Wellbeing of city
- ▶ Line of sight

- ▶ The proposed design does not match the adjacent apartments in:
- ▶ Materials
- ▶ Style
- ▶ Color





Recommendation

Staff recommends the *denial* of the conditional use for a monument sign at The Emerson Apartments based on the following findings.

1. The proposed monument sign does not comply with the Conditional Use standards including:
 - a. The proposed design of the proposed sign is not in harmony with the existing development.
 - a. The proposed design creates a negative aesthetic impact to the development.



STAFF REPORT

DATE: 7/22/2021

TO: The Planning Commission

FROM: Chase Andrizzi, City Attorney

SUBJECT: Olympia Master Development Agreement

RECOMMENDATION

Recommend approval of the Olympia Master Development Agreement along with any additional Planning Commission Recommendations.

ISSUE BEFORE COMMISSION:

Is the Olympia Master Development Agreement (“MDA”) as currently drafted ready for a PC recommendation of approval (with or without additional recommendations) to the City Council.

BACKGROUND/SUMMARY:

- 3/24/2021 City Council Meeting: City Attorney provided Council with an overview of the procedural and statutory requirements for an annexation of Olympia.
- 4/28/2021 City Council Meeting: Community Development Director Blake Thomas updated Council on discussion with the Olympia Developer related to a potential annexation. Council directed staff to form working groups and come back with a recommendation for a plan forward.
- 5/12/2021 City Council Meeting: Staff updates council on the four working groups (MDA, Planning, Infrastructure, Finance). Staff discuss meeting schedule for the working groups with Council.
- Numerous meetings with working groups and Developer take place to discuss a potential annexation of Olympia into the City.
- 5/24/2021: Developer files a notice of intent to annex.

- 6/15/2021: Developer files formal petition to annex Olympia into Herriman City.
- July 14, 2021 City Council Meeting: City Council votes to accept annexation petition.
- July 15, 2021 Planning Commission Meeting: City Attorney introduces draft MDA to the Planning Commission. Planning Commission also holds public hearing on the Olympia Design Guidelines.
- July 21, 2021 Planning Commission Meeting: The Planning Commission holds a special work session to discuss the draft MDA.
- August 5, 2021: Planning Commission public hearing and discussion on Olympia MDA (with possible recommendation to City Council).

DISCUSSION

As directed by the City Council, the Olympia working groups have been meeting with the developer of Olympia to discuss, among other things, the contents of a proposed MDA governing the development of the Olympia project. The City Attorney has put together the original draft of the MDA and has worked with the MDA working group and the developer's teams to negotiate the MDA that has presented to the planning commission.

While not an exhaustive list of items covered by the MDA, the following were discussed by PC and are incorporated into the current draft of the proposed Olympia MDA:

- Number of residential units = 6330
- Acres = 933
- Types of Units
 - At least 30% single family homes
 - At least 63% individually platted units (single family homes, condos, and townhomes)
 - No more than 37% apartments
- 20% open space for the project with at least one 10-acre park east of the new U-111 alignment and a park within at least $\frac{1}{4}$ mile of each residential unit in the project
- Administrative review of development applications and role of the PC in review
- Modifications to the MDA may be made by the City's MDA Administrator or the PC with a recommendation to the City Council
- Required four-year reviews by the parties.

The Infrastructure and Planning working groups have also spent significant time putting together the design standards for the Olympia Project. These, and the other exhibits listed in the MDA, are included as an attachment to the Agreement and are therefore part of the MDA.

ALTERNATIVES

The options before the Planning Commission are:

1. Take no action. If the Planning Commission takes no action on this item (or no motion for recommendation of approval is made), then by state statute, the Item will move forward to the City Council. The PC's failure to act, however, is to be viewed by the City Council as a recommendation for denial.
2. Recommend Denial. If the Planning Commission feels that the item is not ready for the City Council's consideration and/or approval, the PC can recommend denial of the item. If this is the case, however, the PC should clearly articulate each of the reasons why it is recommending denial of the item.
3. Recommend Approval. The PC may recommend approval of the MDA to the City Council in the current form of the MDA or, alternatively, the PC may make additional comments connected to its reason(s) for approval.

WHEN RECORDED, RETURN TO:

Herriman City Recorder
5355 West Herriman Main Street
Herriman, Utah 84096

MASTER DEVELOPMENT AGREEMENT

FOR

OLYMPIA

Approved: _____

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MASTER DEVELOPMENT AGREEMENT FOR OLYMPIA

THIS MASTER DEVELOPMENT AGREEMENT is made and entered into effective as of the _____ day of _____ 2021, by and between HERRIMAN CITY, a political subdivision of the State of Utah, by and through its City Council, THE LAST HOLDOUT, L.L.C., a Utah limited liability company, JORDAN SCHOOL DISTRICT, a Utah school district, and OLYMPIA LAND, LLC, a Utah limited liability company.

RECITALS

A. Owner is the current owner of the Property, and Master Developer has an option to acquire and develop the Property over a period of years.

B. Owner, Master Developer, and the City desire that the Property be developed in a unified and consistent fashion pursuant to the General Plan and this MDA.

C. In connection with entering into this MDA, the City desires to receive certain public and community benefits and amenities and the Master Developer is willing to provide these benefits and amenities in consideration of the agreement of the City for the densities and intensity of uses within the Planned Community pursuant to the terms of this MDA.

D. The Parties acknowledge that development of the 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 Property as a master planned community and increasing sales tax and other revenues to the City based on improvements to be constructed on the Property by the Master Developer.

E. Development of the 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 Master Developer will have the ability to develop the Property in accordance with this MDA.

F. On _____, 2021 the City zoned the Property as shown on the Zoning Map pursuant to Ordinance No. _____.

G. The Zoning Map sets forth those land use classifications, residential and commercial densities, and development locations as are permitted under this MDA for the Planned Community.

H. This MDA identifies the standards and procedures that will be applied to the required administrative approvals contemplated in connection with the future development of the Planned Community, as well as the construction of certain improvements of benefit to the Planned Community and to address requirements for certain community benefits.

I. The City has established the Planned Community under the provisions of the City's Vested Laws for the purpose of implementing development standards and processes that are consistent therewith. In doing so, the City found that the Planned Community is vested to proceed under the City's Vested Laws, subject to the limitations outlined herein.

J. The City has adopted a General Plan that includes the Property, and this MDA and the Planned Community comply with the General Plan.

K. The City, acting pursuant to its authority under the Act and the City's Vested Laws, has made certain determinations with respect to the proposed Planned Community, as a master planned community, and in the exercise of its legislative discretion has elected to approve the use, density, and general configuration of the Planned Community set forth in the Zoning Map through the negotiation, consideration and approval of this MDA after all necessary public hearings and recommendations from the Planning Commission.

L. The Parties, having cooperated in the drafting of this MDA, understand and intend that this MDA is a "development agreement" within the meaning of, and is entered into pursuant to, the terms of Utah Code Ann. § 10-9a-103(12) (2021).

M. Furthermore, the Parties desire to enter into this MDA to specify the rights and responsibilities of Owner and the Master Developer to develop the 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.

NOW, THEREFORE in consideration of agreements and obligations set forth below, and in reliance upon the recitals set forth above, which are incorporated as part of this Agreement, the City, Owner, Special Owner, and the Master Developer hereby agree as follows:

AGREEMENT

SECTION 1 DEFINITIONS

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

1.1. **Act** means the Municipal Land Use, Development, and Management Act, UTAH CODE ANN. §§ 10-9a-101, *et seq.* (2021).

1.2. **Administrator** means the Herriman City Community Development Director or some other person appointed by resolution of the Council to serve as the Administrator of this MDA.

1.3. **Administrative Action** means and includes the actions related to Development Applications that may be approved by the Administrator as provided in Section 4.

1.4. **Administrative Modifications** means and includes any amendment, modification, or supplement to this MDA that may be approved by the Administrator as provided in Section 6.1.1.

1.5. **Apartment Dwelling Unit(s)** means...

1.6. **Applicant** means any person or entity making a Development Application for a portion of the Planned Community.

1.7. **Backbone Infrastructure** means those improvements shown and/or described in the Infrastructure Plan, as set forth in Exhibit "E", and which are, generally, infrastructure improvements of a comprehensive scale that are a part of the overall development of the Planned Community and not merely a part of the development of any particular Phase or Subdivision. Unless otherwise excepted in the Infrastructure Plan, Backbone Infrastructure is considered to be in the nature of "System Improvements" as defined in Utah Code Ann. § 11-36a-102(22), (2021).

1.8. **Building Permit** means a permit issued by the City to allow construction, erection, or structural alteration of any building, structure, or private, public, or Project Infrastructure on any portion of the Planned Community, or to construct any off-site infrastructure within the City's jurisdiction consistent with the International Building Code, International Fire Code and/or the City's Vested Laws.

1.9. **Capital Roads** means those roads identified in the City's transportation master plan within the Planned Community.

1.10. **City** means Herriman City, a city of the third class located in the County.

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

1.12. **County** means Salt Lake County, a political subdivision of the State of Utah.

1.13. **City's Future Laws** means the ordinances, policies, rules, regulations, 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 Planned Community and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.14. **City's Vested Laws** means the ordinances, policies, standards, and procedures of the City related to zoning, subdivisions, development, public improvements, and other similar or related matters that were in effect as of the Effective Date of this MDA, as more particularly described in the attached Exhibit "G".

1.15. **Default** means a material breach of this MDA as more fully specified in Section 8.18, below.

1.16. **Design Guidelines** means the general standards for design of the building for the Intended Uses and Project Infrastructure as more fully specified in the attached Exhibits, and to the extent not established therein, those standards established consistent with the City's Vested Laws, the general policies outlined in this MDA, and the approved Zoning Plan.

1.17. **Detached Single Family Dwelling Unit** means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit and not attached to another dwelling unit.

1.18. **Development Application** means an application to the City for development of a portion of the Planned Community including a Preliminary Plat, Final Plat, a Building Permit, or any other permit, certificate or other authorization from the City for development of the Planned Community.

1.19. **Development Report** means a report containing the information specified in Section 2.2.3 submitted to the City by Master Developer, or any Subdeveloper pursuant to an authorized assignment hereunder, for the development of any Parcel or Subdivision or concurrent with any Development Application.

1.20. **Effective Date** means January 1, 2022 following the lieutenant governor's issuance of a certificate of annexation under Utah Code Ann. § 67-1a-6.5.

1.21. **Extractable Natural Materials** means any rock, sand, or gravel products (but excluding any other underground material or other minerals that may be discovered on the Property) which may be used by the Master Developer, and/or its agents, successors, assigns, tenants, guests, and invitees as more

fully specified herein.

1.22. **Final Plat** means the recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-603, (2021), and approved by the City effectuating a Subdivision of any portion of the Property.

1.23. **General Plan** means the City's General Plan for the area including the Property adopted by the City on _____ 2021.

1.24. **Impact Fees** means those fees, assessments, or payments of money which may be imposed by the City, or any local or special service district as specified in the Utah Impact Fees Act, Utah Code Ann. §§ 11-36a-101, *et seq.*, (2021).

1.25. **Independent Review Committee ("IRC")** means....

1.26. **Individually Platted Dwelling Unit** means an RDU whose boundaries are drawn on a subdivision or condominium plat, such as Detached Single Family Dwelling Units, town homes, and condominiums, but not including an apartment dwelling unit.

1.27. **Infrastructure Plan** means the plan attached hereto and incorporated herein as Exhibit "E" which details the Backbone Infrastructure.

1.28. **Institutional Property** means any part of the Planned Community that is developed in connection with a public or private institute of higher learning and not for any residential or commercial uses.

1.29. **Intended Uses** means the use of all or portions of the Planned Community for single-family and multi-family residential units, hotels, restaurants, public facilities, businesses, commercial areas, professional and other offices, services, parks, trails and other uses as more fully specified in the Zoning Ordinance, the Master Plan, and this MDA.

1.30. **Master Plan** means the layout and table set forth in Exhibit "B", which provides for the use, density and general locations of the Intended Uses in the development of the Planned Community.

1.31. **Master Developer** means Olympia Land, LLC, a Utah limited liability company and its related entities, assignees, or transferees as permitted by this MDA.

1.32. **Maximum Residential Units** means the development on the Property of six thousand three hundred and thirty (6,330) Residential Dwelling Units.

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

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

1.35. **Open Space** means any open piece of land that is undeveloped and is accessible to the public and includes those uses described in greater detail herein.

1.36. **Owner** means The Last Holdout, L.L.C., a Utah limited liability company.

1.37. **Parcel** means an area identified for development of a particular type of Intended Use that is

not an individually developable lot.

1.38. **Party or Parties** means, collectively, the City, Owner, Special Owner, and Master Developer.

1.39. **Phase** means the development of a given portion of the Planned Community at a point in a logical sequence as determined by Master Developer and agreed to by the City.

1.40. **Planned Community** means the development to be constructed on the Property pursuant to this MDA including all of the Intended Uses and the Project Infrastructure.

1.41. **Planning Commission** means the City's Planning Commission established by the Zoning Ordinance.

1.42. **Preliminary Plat** means a recordable map or other graphical representation of land prepared in accordance with Utah Code Ann. § 10-9a-103(50) (2021), and as required by the City's Vested Laws.

1.43. **Project Infrastructure** means those items of public or private infrastructure within the Property which are necessary for development of the Planned Community including all roads (including traffic signage, striping, and traffic control improvements), utilities, lighting, curbs, gutters, sidewalks, parks, trails, rough and final grading, trees, sod, seeding, and other landscaping, storm water detention and retention facilities, water mains, storm sewers, sanitary sewers, and all other improvements required pursuant to this MDA, Final Plats, City's Vested Laws, and/or City's Future Laws, as applicable.

1.44. **Project** means the development to be constructed on the Property pursuant to this MDA with all of the associated public and private facilities, Intended Uses, Densities, Phases, and all of the other aspects approved as part of this MDA including all of the Exhibits.

1.45. **Property** means that approximately nine hundred and thirty-three (933) acres described in Exhibits "A" and "A-1".

1.46. **Residential Dwelling Unit ("RDU")** means a single unit intended to be occupied for residential living purposes; and, for purposes of calculating the Maximum Residential Units, each Detached Single Family Dwelling Unit and each individual unit within a multi-family dwelling, apartment building, condominium, or time-share shall individually equal one RDU. Accessory apartments, casitas, and other similar uses that are ancillary to a primary residential use shall not be counted as a Residential Dwelling Unit for purposes of the Maximum Residential Units.

1.47. **School District Property** means that approximately sixty (60) acres described on Exhibit "A-1".

1.48. **Special Owner** means the Jordan School District.

1.49. **Subdeveloper** means an entity or person not "related" (as defined by Internal Revenue Service regulations) to Master Developer which purchases a Parcel for development and pursuant to an assignment approved by the City pursuant to Subsection 6.1 hereof, is assigned the rights and assumes the responsibilities of this MDA applicable to such Parcel as more specifically set forth in the approved assignment and assumption agreement.

1.50. **Subdivision** means the division of any portion of the Property into a subdivision pursuant to state law and/or the Zoning Ordinance.

1.51. **Traffic Impact Study (“TIS”)** means the study to estimate site-generated traffic volumes and assess their impact on the transportation system within and outside of the Planned Community. The TIS identifies off-site improvements that might be needed as a result of the Planned Community and is more fully specified in Exhibit “D”.

1.52. **Workforce Unit** means an RDU that is considered to be for workforce housing as specified in Exhibit “H”.

1.53. **Zoning Ordinance** means the City’s “land use ordinances” as set forth in Title 10 of the Herriman City Code and which have been adopted pursuant to the Act that were in effect as of the Effective Date as a part of the City’s Vested Laws.

SECTION 2 DEVELOPMENT OF THE PLANNED COMMUNITY

2.1. **Compliance with Local Laws and Standards.** The City has reviewed the City’s Vested Laws and the General Plan and has determined that the Planned Community substantially complies with the provisions thereof and hereby finds that the Planned Community is consistent with the purpose and intent of the relevant provisions of the General Plan and the City’s Vested Laws.

2.2. **Approved Maximum Residential Units.** The Maximum Residential Units in the Planned Community shall be six thousand three hundred and thirty (6,330) Residential Dwelling Units. The RDUs shall be generally located in the areas illustrated in the Master Plan as more fully detailed in the Design Guidelines and future approvals as required by City’s Vested Laws or this MDA. Subject to the requirements of subsection 2.2.2, the Design Guidelines and Master Plan provide for certain flexibility in locating various types of RDUs within the areas of the Planned Community and making specified modifications of the numbers of each type of RDU within the designated areas.

2.2.1. **No Guarantee.** Master Developer and Owner acknowledge that the development of the Maximum Residential Units and every other aspect of the Master Plan requires that each Development Application comply with the City’s Vested Laws. The City’s entry into this MDA does not guarantee that the Master Developer or Owner will be able to construct the Maximum Residential Units or any other aspect of the Planned Community until and unless all the applicable requirements of this MDA and the City’s Vested Laws are complied with.

2.2.2. **Housing Types.** Of the total Maximum Residential Units, at least 30% shall be Detached Single Family Dwelling Units. At least 63% of the total Maximum Residential Units shall be Individually Platted Dwelling Units. Accordingly, no more than 37% of the Maximum Residential Units shall be apartment dwelling units. The Parties acknowledge that the types of RDUs used in the Traffic Impact Study (TIS), Exhibit D, were included for planning purposes to help determine future impacts of the Planned Community and do not create specific entitlements of exact numbers of housing types to the Master Developer. Each Phase or Subdivision will establish, in accordance with the Master Plan, the number, location, and compatibility of housing types.

2.2.3. **Accounting for Use of Maximum Residential Units.** At the recordation of a Final Plat for each Phase or Subdivision, With each Development Application, Master Developer, or a Subdeveloper as the case may be, shall provide the City a

Development Report showing the number and type of Maximum Residential Units, acres, amount of open space, and other items governed by this MDA that are used within the Phase, or Subdivision, or proposed Development Application and the number and type of Maximum Residential Units remaining with Master Developer for the remainder of the Planned Community.

2.3. Land Uses within Planned Community; Configuration. The approved general configuration of Intended Uses within the Planned Community are those identified in the Master Plan and Design Guidelines. The Master Plan reflects the general location and configuration of residential and commercial development and open space within the Planned Community. The City specifically delegates those determinations to the appropriate administrative land use authority as specified in the MDA or City's Vested Laws, subject to the policy guidance in this MDA.

2.4. Compliance with TIS; Letter Required with Development Applications. The Parties hereby acknowledge that the current TIS is based upon projected land uses and numbers of units within the Planned Community. The Parties also acknowledge that the final number of units, the type of RDU's, and layout of approved land uses within the Planned Community may be different than those projections used in the current TIS. Accordingly, Master Developer and/or a Subdeveloper shall submit with each Development Application a letter from a licensed traffic engineer certifying that the development proposed by the Development Application substantially complies with the TIS for the Phases(s) in which the proposed development will occur. The traffic engineer's letter under this Section 2.4 shall also certify that the proposed road infrastructure will supply a level of service equal to or greater than "D" for off- and on-site roads when taking into account the effects of the development proposed by the Development Application. The City may request to review the assumptions and methodologies used in the traffic engineer's letter prior to submission of a Development Application.

2.4.1. Additional Traffic Impacts; Updated Traffic Impact Study. If the traffic engineer's letter under Section 2.4 indicates that the number of units, types of RDU's, uses, or other relevant factors identified in the proposed Development Application do not substantially comply with the TIS or otherwise cause substantially and materially greater impacts on proposed or existing road infrastructure beyond those impacts considered in the TIS, then Master Developer and/or Subdeveloper shall be required to conduct an updated traffic impact study, at Master Developer's or Subdeveloper's own cost, prior to any development approval from the City or IRC, as the case may be, for the Development Application at issue.

2.4.1.1. Scope of Updated Traffic Impact Study. The updated traffic impact study, if required under Section 2.4.1, shall be completed by a licensed traffic engineering firm and shall identify the location, number, and mixture of housing types proposed by a Development Applications and shall take into account the regional impacts of such locations, number, and mixture of housing types. The updated traffic impact study shall also provide an update of the Recommended Improvements together with a calculation of the Master Developer's proportionate share of the cost and timing of such Recommended Improvements.

2.4.2. Proportionate Share of Additional Impacts Paid for by Master Developer / Master Developer. Master Developer shall pay its proportionate share of the cost of the Recommended Improvements as identified in the updated traffic impact study. Such payment shall be made by Master Developer to City within 60 days of the

updated traffic impact study or, in the case of a dispute, within 30 days of resolution of such dispute. Material differences or disputes between the Master Developer's proportionate share impacts or costs as determined by an updated traffic impact study shall be resolved in accordance with Section 2.4.3.

2.4.3. **Dispute Resolution of Disputes Relating to Traffic Impact Mitigation.** If there is a dispute relating to traffic impacts within the Planned Community, City and Master Developer shall meet within fourteen (14) calendar days to resolve the dispute. If the City and Master Developer are unable, after meeting and conferring, to resolve the dispute, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in traffic impact mitigation or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) 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.

2.5. **Telecommunications Services.** Subject to all applicable Federal and State laws, Master Developer and/or a Subdeveloper may install or cause to be installed underground all conduits and communications lines within the Planned Community and underneath any public streets within the Planned Community, at no expense to the City. Any and all conduits, cable, lines, connections and lateral connections (except for conduit installed for public utilities, such as power, natural gas, culinary water, telecommunications services that are regulated as such by the Federal Communications Commission, and sanitary sewer, that are installed as part of the System Improvements located on the Property, which will be owned by the City) shall remain the sole and exclusive property of Master Developer or its designee even though the roadways in which such conduits, cable, lines, connections and lateral connections are installed may be dedicated to the City.

2.5.1. **Easement; Developer Right to Contract.** Master Developer hereby reserves a commercial easement in gross on, through, ~~over~~, across, and under such publicly dedicated right-of-way for such conduits and cables related to the communications services contemplated in this Section 2.6. Master Developer or any Subdeveloper may contract with any communications provider of its own choice and grant an exclusive easement to such telecommunications provider to furnish its services for the private property within the Planned Community.

2.5.2. **Franchise Agreement Required.** The City is entitled to charge and collect all taxes and/or fees with respect to cable, information and telecommunication services as allowed under State Law. The City shall execute franchise or similar agreements with each cable, information and/or telecommunications service provider selected by the Master Developer or a Subdeveloper that requires use of any publicly dedicated rights-of-way to provide its services within the Planned Community.

2.6. **Master Developers' Discretion.** Notwithstanding anything to the contrary herein, nothing in this MDA shall obligate the Master Developer to construct the Planned Community or any particular Project or Phase therein, and the Master Developer shall have the discretion to determine whether to construct a particular Project or Phase based on such Master Developer's business judgment. Once

construction has begun on a specific Preliminary or Final Plat, the relevant Master Developer or Subdeveloper(s) shall have the obligation to complete the improvements associated with such plat or plan, including all associated community benefits as described and scheduled within the applicable Phase within the time agreed upon by the City and Master Developer. If no time for completion of the improvements can be mutually agreed upon, the matter shall be subject to the dispute resolution procedures defined in Subsection 8.18.4.

2.7. Concurrency Management Required. Development Applications shall be required to include reasonable verification of the continued availability and adequacy of sanitary sewer service, storm water service, culinary water service, fire protection (including water fire flow, storage, and other similar requirements), and utilities for the development activity contemplated by each such Development Application. The City is under no obligation to issue any building permits until Master Developer and/or Subdeveloper provide the City with reasonable verification, based upon sound engineering standards, that adequate utility rights/contracts and infrastructure are available for each Phase or Subdivision and that such utility rights/contracts and infrastructure can be funded and installed as per the requirements of this MDA. Utility and infrastructure systems shall be phased based on the timing of the various Phases or Subdivisions, as the case may be, and as set forth in the Infrastructure Plan. All utility and infrastructure systems shall accommodate anticipated build-out and include a plan to reduce long-term costs, optimize efficiencies, and reserve land and corridors needed for future growth provided that there are appropriate provisions for reimbursement to Master Developer for “System Improvements”, as that term is defined in Utah Code Ann. § 11-36a-102(22), (2021).

2.7.1. Bonding. Bonding for public improvements, and any releases of those bonds, shall be governed by Utah State law, with installation of public improvements and release of bonds to take place in accordance with the City’s Vested Laws.

2.8. Acknowledgement of Parcels. The City acknowledges that the precise location and details of the public improvements, lot layout and design, and any other similar items regarding the development of a particular Parcel, may not be known at the time of the creation of or sale of a Parcel. The City acknowledges that Master Developer may create or sale a Parcel or Subdivision, as is provided in Utah Code Ann. § 10-9a-103(65)(c)(v) (2021), that does not create any individually developable lots in the Parcel or Subdivision 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 Parcel or Subdivision. Whenever a Parcel or Subdivision is sold by Master Developer, Master Developer shall provide the City with a Development Report pursuant to Section 2.2.3 above. The responsibility for completing and providing security for completion of any Public Infrastructure in the Parcel shall be that of the Master 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 Master Developer or Subdeveloper complies with this MDA and the City’s Vested Laws.

2.9. Order of Development. To effectuate the most efficient provision of municipal-type services, new residential phases shall, to the extent practical, be reasonably proximate to residential phases that have been constructed or are being constructed within the Planned Community. Notwithstanding the foregoing, Master Developer or an applicable Subdeveloper may, pursuant to an approved Phase or Subdivision, develop two or more Projects concurrently that are located in different areas of the Planned Community.

2.10. Effect of this MDA. Except as otherwise provided in this MDA, as the same may be amended or supplemented from time to time, this MDA shall be the sole agreement between the Parties for the development of the entirety of the Property. Notwithstanding the foregoing, various other development, infrastructure, and other agreements may be entered into by and among the Parties hereto and others with

respect to the development of various Projects, Phases, or specific infrastructure developments over the course of the Planned Community's development. This MDA is intended to implement the approved Zoning Plan. In the event of any inconsistency between the terms of this MDA and the provisions of the Zoning Ordinance, the terms and provisions of this MDA shall control. Master Developer and Owner acknowledge and agree that notices have been properly given and required meetings and hearings have been held by the City with respect to the approval of this MDA. Additionally, Master Developer and Owner agree not to challenge City's approval on the grounds of any procedural infirmity or any denial of or failure respecting any procedural right.

2.11. Effect of this MDA on Special Owner. The Parties acknowledge that the School District Property is being included in this MDA, and the Special Owner is executing this MDA for the purpose of acknowledging that School District Property is within the Property. The School District Property may be developed as a school or schools subject to applicable provisions of the City's Vested Laws and the laws of the State of Utah. If, at any time, any portion of the School District Property is conveyed to Owner or Master Developer then that portion shall be subject to all the provisions of this MDA.

2.12. Certain Extraction, Processing and Uses Permitted. Master Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the Extractable Natural Materials located on the Property. The Extractable Natural Materials may be used and processed on-site in the construction of infrastructure, homes, or other buildings or improvements located on the Property. Additionally, the Extractable Natural Materials may be used for purposes of constructing public or private off-site improvements that are associated with development of the Planned Community or other projects associated with the Master Developer. The zoning for the Property shall not be construed to limit or restrict any such temporary development-related extraction, processing and hauling activities. Master Developer shall obtain a land disturbance permit from the City for such extraction and/or processing, which the City shall issue if the standards of this Section 2.13 are satisfied.

2.12.1. Transport of Natural Material. The Parties acknowledge that the transport of the Natural Materials for on-site and off-site uses as anticipated above will cause certain damage to existing roadway improvements within and around the Planned Community. To the extent commercially practicable, Master Developer agrees to utilize unimproved roadways to transport the Natural Material for on-site and off-site uses as authorized herein.

2.13. Preservation of the Public Land Survey System. The Salt Lake County Surveyor has identified the presence of approximately nine government survey monuments or public land survey government corners within the boundary of the Planned Community. Master Developer shall, in consultation with and at the direction of the Salt Lake County Surveyor, comply with the requirements of Utah Code Ann. §§ 17-23-14 and 17-23-15 throughout the process of constructing the Planned Community.

SECTION 3 VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS

3.1. Vested Rights. To the extent permissible under the laws of the State of Utah and the United States and at equity, and subject to Subsection 3.4, the City and Master Developer intend that this MDA grants to Master Developer all rights to develop the Planned Community in accordance with the terms and conditions of this MDA. This MDA may modify, in certain respects, the operation of the Code and the City's Vested Laws pertaining to the Property. To such an extent that the terms and conditions of the MDA conflict with the Code or the City's Vested Laws, this MDA shall be considered a land use application and an ordinance adopted by the City through its legislative power and consistent with Utah Code Ann. § 10-9a-502 (2021), including a review and recommendation from the planning commission and a public

hearing, and shall thereafter operate as an amendment to any portion of the Code that is inconsistent with the terms and conditions of this MDA. The Parties specifically intend that this MDA grants to Master Developer “vested rights” as that term is construed in Utah Code Ann. § 10-9a-509 (2021).

3.2. **Invalidity.** Master Developer and Owner covenant and agree not to bring suit to have any of the City’s Vested Laws declared to be unlawful, unconstitutional, or otherwise unenforceable. If any of the City’s Vested Laws are declared to be unlawful, unconstitutional, or otherwise unenforceable, Master Developer and Owner, along with any Subdeveloper hereunder, will nonetheless comply with the terms of this MDA. Master Developer and Owner shall also, in that event, cooperate with the City in adopting and agreeing to comply with a new enactment by the City which is materially similar to any such stricken provision and which implements the intent of the Parties in that regard as manifested by this MDA.

3.3. **Reserved Legislative Powers.** The Parties acknowledge that under the laws of the State of Utah (including Utah Code Ann. § 10-9a-532 (2021)) and the United States, the City’s authority to limit its police power by contract is restricted and, as such, the limitations, reservations, and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Master Developer under the terms of this MDA based upon the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Master Developer under this MDA shall be of general application to all development activity in the City and, unless the City declares an emergency, Master Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Planned Community under the compelling, countervailing public interest exception to the vested rights doctrine.

3.4. **Excepted Laws and Ordinances.** The City expressly reserves its authority to impose the City’s Future Laws to the Planned Community and the Property in any one or more of the following circumstances and Master Developer agrees to abide by such laws:

3.4.1. **Compliance with State and Federal Laws.** City’s Future Laws which are generally applicable to all similarly situated properties in the City and which are required to comply with State and Federal laws and/or regulations affecting the Planned Community and/or the Property.

3.4.2. **Safety and Health Code Updates.** City’s Future Laws that are updates or amendments to existing health regulations, building, plumbing, mechanical, electrical, street lighting, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, International Fire Code, Salt Lake County Health Department Regulations, the APWA Specifications, American Association of State Highway and Transportation Officials (AAHSTO) Standards, the Manual on Uniform Traffic Control Devices (MUTCD) and similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the City, State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

3.4.3. **Ordinances and Resolutions Not Inconsistent.** Ordinances and resolutions of the City not in conflict with the provisions of this MDA and rights granted to the Master Developer and the Owner hereunder.

3.4.4. **Taxes.** Taxes, and modifications thereto, so long as such taxes are lawfully imposed

and charged uniformly by the City or any other local entity with taxing authority under Utah law, to all properties, applications, persons and entities that are similarly situated.

- 3.4.5. **Fees.** Changes to the amounts of fees by the City for the processing of Development Applications (including inspections) that are in accordance with the terms of this MDA or otherwise applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule).
- 3.4.6. **Impact Fees.** Impact Fees or modifications thereto which are lawfully adopted, imposed, and collected by the City or any other entity which is lawfully authorized to adopt, impose, and collect Impact Fees within the Planned Community. Master Developer, Owner, and any Subdeveloper agree that the impact fees imposed by the City meet all requirements of the U.S. Constitution, Utah Constitution, and all applicable statutes and other law including, but not limited to, Utah Code Ann. § 11-36a-101 *et seq.*, (2021).
 - 3.4.6.1. **No Challenge to Impact Fees.** Owner, Master Developer, and any Subdeveloper hereby agree not to challenge the City's current impact fees and shall specifically notify any Subdeveloper of this provision.
- 3.4.7. **Municipal Services Fees.** Fees imposed to pay for municipal-type services and/or infrastructure provided by the City and/or any other provider, including but not limited to, stormwater utility, special assessments, parks, and connection or hookup fees.
- 3.4.8. **Generally Applicable laws not in conflict with this MDA.** City regulations, ordinances, resolutions, or policies adopted after the date of this MDA that are not in conflict with the terms and conditions for development of the Property established by this MDA, which are generally applicable throughout the City and which do not materially increase the cost of developing the Planned Community nor diminish the number or types of the Intended Uses.
- 3.4.9. **Design Guidelines.** Design Guidelines, as defined in this Agreement, that are agreed to after the Effective Date.

3.5. **Processing Under City's Vested Laws.** Approval processes for Development Applications shall be as provided in the City's Vested Laws, except as otherwise provided in this MDA. Development Applications shall be approved by the City if such Development Applications comply with the City's Vested Laws and this MDA.

SECTION 4 DEVELOPMENT APPLICATION REVIEW PROCESS

4.1. **Required Process.** The procedure set forth in Exhibit H establishes the required review and approval process for Development Applications in the Planned Community. No Development Application shall be approved without first submitting such Development Application for review as set forth herein. This process is designed to limit the number of submittals and reviews required for Development of the Planned Community, to ensure that each Development Application is compliant with this MDA, and to make the implementation of this MDA an administrative function excepting only those items that, by

applicable law or pursuant to this MDA, require Planning Commission and/or City Council review and/or approval.

4.2. **Independent Review Committee.** There is hereby created an Independent Review Committee (“IRC”) to assist in the review and approval of Development Applications for the Planned Community. The IRC shall be composed of five members as follows: (1) the Administrator; (2) Neutral Architect; (3) Neutral Land Planner; (4) representative of the Architectural Review Committee; and (5) a representative designated by Master Developer.

4.2.1. **Selection of Neutral IRC Members.** The Neutral Architect and Neutral Land Planner shall be selected by mutual agreement of the Master Developer and City Parties. In the event that the Parties Master Developer and City are unable to agree on a Neutral Architect and/or Neutral Land Planner to sit on the IRC, each Party Master Developer and City shall each select a Neutral Land Planner or Neutral Architect, as the case may be, whereupon the individually selected Neutral Land Planners or Neutral Architects shall collectively select a third Neutral Architect or Land Planner to fill the membership position on the IRC that is in dispute.

4.2.2. **Term of Neutral IRC Members.** The Neutral Architect and Neutral Land Planner shall serve for an initial term of four years. Upon expiration of the initial term, the Neutral Architect and/or the Neutral Land Planner may be re-appointed by mutual agreement of the Parties for subsequent four-year terms with no limit on the number of terms. In the event that one of the Parties If City or Master Developer does not agree to on reappointing a Neutral IRC member, the selection procedures of Section 4.2.1.1 shall apply.

4.3. **Development Applications Subject to IRC Review.**

4.3.1. **Subdivisions, Commercial Site Plans, Mixed Uses, Multi-Family Housing, Conditional Uses.** Development Applications for Subdivisions, Commercial Site Plans, Mixed Uses, Multi-Family Housing, and Conditional Uses shall be submitted to the IRC for administrative approval and certification of compliance with the MDA and all other applicable development standards subject only to detailed engineering approval by the City. The IRC shall, within ten (10) calendar days of receiving a Development Application under this section, submit certification of the Development Application’s compliance with this MDA to the Administrator or, in the case of any issues/deficiencies with the Development Application, inform the Applicant in writing of any such issues/deficiencies with the Development Application. In the event of any issues/deficiencies with the Development Application, the Applicant may re-submit the Development Application to the IRC, upon which receipt thereof, the IRC shall submit certification of the Development Application’s compliance with the MDA to the Administrator within ten (10) calendar days. An Applicant, or the City, may file an appeal from an IRC administrative approval or denial of a Development Application. Any appeal to an IRC decision made under this Section shall be heard by the City’s Appeal Authority subject to Section 10-4-6 of the City’s Vested Laws. Either Party may appeal the Appeal Authority’s final decision to the Salt Lake County Third District Court.

4.3.2. **Building Permits, Signage.** Development Applications for single family home building permits or signs within the Planned Community shall be reviewed for compliance with the MDA and all other applicable development standards by the

ARC. The Administrator, or his/her designee, shall certify that the ARC's review under this section is complete and accurate. If the Administrator determines in writing that the ARC's review of a single-family home building permit or sign application is deficient, the Development Application(s) contemplated by this Section 4.3.2 shall be submitted to the IRC for final administrative approval.

4.4. Fees for IRC Review. An Applicant shall pay for the actual costs of IRC review under Section 4.3.1. and IRC appeal under Section 4.3.2.

SECTION 5 FINANCING OF PUBLIC INFRASTRUCTURE IN THE PLANNED COMMUNITY

5.1.

SECTION 6 OPEN SPACE

6.1. Minimum Open Space Requirements and Layout. Subject to the provisions of this Section 6, Master Developer shall set aside at least 20% of the Planned Community as Open Space. Such Open Space shall include parks, trails, detention/retention, and other qualifying uses as set forth in the Design Standards. Master Developer shall install a park approved in the Design Standards within one-quarter (1/4) mile from each Residential Dwelling Unit within the Planned Community. This 1/4-mile requirement may be waived at the Administrator's sole discretion, after consultation with appropriate City staff, consistent with Section 7 of this MDA, when an alternative Open Space layout is more advantageous to the immediate and surrounding Residential Dwelling Units proposed by a Development Application. Any Administrative Modification to the 1/4-mile Open Space requirement shall be based upon the best community benefit, the factors identified in Section 6.2 of this MDA, and any other relevant considerations determined by the Administrator. The City agrees that the Open Space set aside by Master Developer for those qualifying uses as identified in the Design Standard shall be counted at one hundred percent (100%) of the actual acreage of such Open Space to satisfy the Open Space requirements of this MDA. Open Space shall not include park strips that are developed within publicly dedicated rights-of-way or between publicly dedicated roads or sidewalks.

6.2. Pro Rata Accounting of Open Space. The Parties intend that the creation of Open Space will maintain a pro rata relationship between the amount and use of land being developed under a Development Application and the total acreage designated for Open Space as identified herein. Accordingly, the Parties acknowledge that it may not be in their individual or mutual best interests to dedicated Open Space on such a basis that may result in constructing or designating incremental, small, unprogrammable, and/or unusable parcels of land. As such, each Development Application approval shall provide for the designation of Open Space in such amounts as are determined to be appropriate by the Parties taking into consideration each of the following factors: (a) any previously dedicated Open Space and its relative location and access to the proposed Development Application; (b) the amounts and types of regional-style Open Space within the Planned Community and their relative location to the proposed Development Application; (c) the amounts and types of Open Space remaining to be designated or constructed on the portion of the Planned Community that are remaining to be developed; and (d) the amount and nature of land and the types of land uses proposed by the Development Application.

6.2.1. Delayed Open Space Dedications. The Parties mutually recognize the public benefit of constructing larger, programmable Open Space within the Planned Community. As such, each Development Application need not individually set aside 20% of its acreage toward the Open Space requirements of this MDA so long as the

20% Open Space requirement for each Development Application is satisfied within the larger Planned Community pursuant to the requirements of this MDA. However, in no event shall the Open Space within the Planned Community fall behind more than 10% of the requirements of this MDA. By way of example only, if 100 acres of the Planned Community has been developed, Master Developer shall have set aside at least 10 acres of Open Space.

6.2.2. **Catch-Up.** If, with a proposed Development Application, Master Developer would fall greater than 10% behind on its obligation to set aside Open Space, the City may withhold building permits for the proposed Development Application until such time as Master Developer catches-up on the Open Space requirements hereunder.

6.3. **Denial of Open Space.** Any denial by the City of a Development Application based on the amount or location of Open Space shall be subject to the mediation provision in Section 9.18.4.2 of this MDA.

6.4. **Effect of School District Property on Open Space Requirements.** The Parties acknowledge that any part of the Planned Community that is developed by Special Owner and used as a school, and which does not include any commercial development or Residential Dwelling Units, shall not be required to contribute any amount of Open Space under this MDA. Accordingly, the final total acreage of property within the Planned Community that is developed as School District Property shall be reduced from the overall total acreage of the Planned Community (933) when calculating the minimum Open Space requirements established herein. For the sake of clarity, and by way of example only, if the acreage of the final School District Property is 60 acres within the Planned Community, the minimum Open Space requirement shall be 174.6 acres ($933 - 60 = 873 \times 20\% = 174.6$). If, however, any of the School District Property is developed to include any Residential Dwelling Units or commercial uses as allowed by this MDA, then such non-school related uses shall be required to contribute at least the minimum amount of Open Space as set forth above.

6.5. **Effect of Capital Roads on Open Space Requirements.** The Parties acknowledge that any part of the Planned Community that is improved with capital roads, as such are identified on the Infrastructure Plan attached hereto as Exhibit "E" and on the City's Transportation Master Plan, shall not be required to contribute any amount of Open Space under this MDA. Accordingly, the total acreage of capital roads shall be reduced from the overall total acreage of the Planned Community (933) when calculating the minimum Open Space requirements established herein. For the sake of clarity, and by way of example only, if the capital roads cover 15 acres of property within the Planned Community, the minimum Open Space requirement shall be 183.6 acres ($933 - 15 = 918 \times 20\% = 183.6$).

6.6. **Institutional Property as Open Space.** Portions of any Institutional Property may be counted toward the overall Open Space requirement of this MDA provided, however, that the owner of such Institutional Property and the City enter into a long-term agreement (satisfactory to the City Council and the owner of such Institutional Property) regarding the public use and access of those portions of the Institutional Property that are to be counted as Open Space. If the City and owner of such Institutional Property are unable to reach an agreement as to the long-term public use of the Institutional Property as Open Space, then the property which is developed as Institutional Property shall have no requirement to contribute any Open Space. Accordingly, the final total acreage of property within the Planned Community that is developed as Institutional Property shall be reduced from the overall total acreage of the Planned Community (933) when calculating the minimum Open Space requirements established herein in the same manner as the School District Property and Capital Roads in Section 6.4 and 6.5, respectively. If, however, any of the Institutional Property is developed to include any Residential Dwelling Units or commercial uses as allowed by this MDA, then such non-higher education related uses shall be required to contribute at least

the minimum amount of Open Space as set forth above.

6.7. **Dedication of Open Space**. Master Developer and/or a Subdeveloper shall dedicate to the City any Local Parks, Neighborhood Parks, Community Parks, and other portions of Open Space that are at least two (2) contiguous acres or greater as provided in this MDA, excepting only trails which shall have no minimum acreage requirement for dedication to the City. All Open Space that is less than two contiguous acres in size, excluding only trails, shall be privately owned and maintain as provided herein. All such dedications to the City shall be made by Special Warranty Deed, subject to all matters of record; provided, however, that title will be conveyed free and clear of any financial or other encumbrances that materially and adversely interfere with the use of the property as Open Space. The dedication of any Open Space within a Subdivision shall occur immediately following the recordation of the final Subdivision plat and after final inspection and acceptance of the Open Space improvements by the City.

6.8. **Reimbursement of Open Space Improvements**. In the event that Master Developer or a Subdeveloper installs any Open Space within the Planned Community that is at least two acres in size and which is included in the City's Park Impact Fee Facility Plan, the City shall reimburse the Master Developer and/or Subdeveloper for the actual costs associated with the design and installation of such Open Space. Such reimbursement shall be made pursuant to a subsequent reimbursement agreement between the City and the Master Developer or Subdeveloper.

6.9. **Maintenance of Open Space**. The City shall be responsible for maintaining all Open Space that is dedicated to the City pursuant to Section 6.7 of this MDA. All other Open Space shall be privately owned and maintained by an entity other than the City and shall be maintained consistent with City standards as updated from time-to-time in the City's Future Laws. In the event that Master Developer or a Subdeveloper installs or improves any Open Space that is dedicated to the City as provided in Section 6.7, Master Developer or the Subdeveloper will provide the City with a warranty from the contractor that the improvements to such City-dedicated Open Space are free from defects for a period of one (1) year after all of the improvements have been installed and accepted by the City.

SECTION 7 MODIFICATIONS AND AMENDMENTS OF THIS MDA

7.1. **Modifications to this MDA**. The Parties acknowledge that there may be a need to amend portions of this MDA to accommodate a Development Application. Additionally, either party may elect to amend, modify, or supplement this MDA unrelated to any Development Application. Any amendment, modification, or supplement to this MDA must be in writing and approved by all of the Parties hereto as provided herein. Only the City and Master Developer with the consent of the Owner, or an assignee that succeeds to all of the rights and obligations of the Owner and Master Developer under this MDA, (and not including a Subdeveloper) may submit a Modification Application. The following modifications to this MDA may be considered.

7.1.1. **Administrative Modifications**. The Administrator may approve, after consulting with City staff and without approval by of the Council, sizing and or location modifications of the Infrastructure Plan, the Design Guidelines as permitted therein, location of Open Space within the Planned Community, and any part of the Backbone Infrastructure for the Planned Community that do not materially change the functionality of the Backbone Infrastructure and so long as such modifications are based upon sound engineering.

7.1.1.1. **Application to Administrator**. Applications for Administrative Modifications shall be filed with the Administrator.

7.1.1.2. **Referral by Administrator.** If the Administrator determines for any reason that it would be inappropriate for the Administrator to determine any Administrative Modification, the Administrator may require the Administrative Modification to be processed as a Legislative Application.

7.1.1.3. **Administrator's Review of Administrative Modification.** The Administrator shall consider and decide upon the Administrative Modification after consulting with applicable City subject-matter experts and within ten (10) calendar days after receipt of the request for an Administrative Modification. If the Administrator approves the Administrative Modification, the Administrator shall record notice of such approval against the applicable portion of the Property in the official County records.

7.1.1.4. **Appeal of Administrator's Denial of Administrative Modification.** If the Administrator denies any proposed Administrative Modification, the Applicant may process the proposed Administrative Modification as a Modification Application.

7.1.2. **Legislative Modifications.** Except for Administrative Modifications, any future modifications or amendments to this MDA shall be considered as Legislative Modification Applications subject to the following processes.

7.1.2.1. **Contents.** Legislative Modification Applications shall: (i) identify the property or properties affected by the Modification Application; (ii) describe the effect of the Legislative Modification Application on the affected portions of the Planned Community; (iii) identify any Non-City agencies potentially having jurisdiction over the Legislative Modification Application; (iv) provide a map of any affected property and all property within three hundred feet (300') showing the present or Intended Uses and RDUs of all such properties; and (v) be accompanied by a fee in an amount reasonably estimated by the City to cover the costs of processing the Legislative Modification Application.

7.1.2.2. **City Cooperation.** The City shall cooperate reasonably in promptly and fairly processing Legislative Modification Applications.

7.1.2.3. **Planning Commission Review and Recommendation.** All aspects of a Legislative Modification Application required by law to be reviewed by the Planning Commission shall be considered by the Planning Commission as soon as reasonably possible in light of the nature and/or complexity of the Legislative Modification Application. The Planning Commission's vote on the Legislative Modification Application shall be only a recommendation and shall not have any binding or evidentiary effect on the consideration of the Legislative Modification Application by the Council.

7.1.2.4. **Council Review.** After the Planning Commission, if required by

law, has made or been deemed to have made its recommendation on the Legislative Modification Application, the Council shall consider the Legislative Modification Application.

- 7.1.2.5. **Council's Denial.** If the Council does not approve the Legislative Modification Application, the Council shall provide a written determination advising the Applicant of the reasons for denial, including specifying the reasons the City believes that the Modification Application is not consistent with the intent of this MDA, the Zoning Plan, the Infrastructure Plan, and/or the City's Vested Laws (or, only to the extent permissible under this MDA, the City's Future Laws).
- 7.1.2.6. **Meet and Confer regarding Modification Applications.** The City Council and Master Developer shall meet within fourteen (14) calendar days of any objection to resolve the issues presented by the Modification Application and any of the City Council's bases for denial.
- 7.1.2.7. **Mediation regarding Modification Applications.** If the Council and Master Developer are unable to resolve a dispute regarding a Legislative Modification Application, the Parties shall attempt within seven (7) days to appoint a mutually acceptable expert in land planning or such other discipline as may be appropriate. If the Parties are unable to agree on a single acceptable mediator, each shall, within seven (7) days, appoint its own individual appropriate expert. These two experts shall, between them, choose the single mediator. Master Developer shall pay the fees of the chosen mediator. The chosen mediator shall within fourteen (14) 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; however, the Parties agree to act in good faith and continue participating in the mediation process in order to reach a resolution of the dispute.

SECTION 8 SUCCESSORS AND ASSIGNS

8.1. **Assignability.** The rights and responsibilities of Master Developer under this MDA may not be assigned in whole or in part by Master Developer without the prior written consent of the Council, which consent shall not be unreasonably withheld, conditioned, or delayed. Any assignee, including all Subdevelopers, 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.

8.2. **Other Transactions.** Master Developer and/or Owner's transfer of all or any part of the Property to any entity "related" to Master Developer and/or Owner (as defined by regulations of the Internal Revenue Service), Master Developer and/or Owner's entry into a joint venture for the development of all or any part of the Property, or Master Developer and/or Owner's pledging of part or all of the Property as

security for financing shall also not be deemed to be an “assignment” subject to the above-referenced approval by the Council unless specifically designated as such an assignment by the Master Developer and/or Owner. Master Developer and/or Owner shall give the City Notice of any event specified in this Subsection 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. Master Developer and/or Owner shall remain responsible for all obligations of this Agreement in such a transfer to a related entity, joint venture, or security for financing.

8.3. **Sale of Lots.** Owner’s and 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 Council unless specifically designated as such an assignment by Owner and Master Developer.

8.4. **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.

8.5. **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.

8.6. **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/or 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.

8.7. **Denial.** The City may only withhold their respective consent if the City is not reasonably satisfied of the assignee’s financial ability to perform the obligations of Owner or Master Developer, as the case may be, 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 9.18.3 and 9.18.4.

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

SECTION 9 GENERAL TERMS AND CONDITIONS

9.1. **Effect of Legal Referendum on this MDA.** This section forthcoming.

9.2. **No Addition to Planned Community.** No land may be removed from the Planned Community or added to the Planned Community for purposes of this MDA, except by written amendment to the MDA. Except as provided immediately above, this MDA shall not affect any land other than the Property.

9.3. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Property. This MDA and the benefits, burdens, rights and obligations herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property, or portion thereof, as applicable, with respect to that portion of the Property owned by such successors in ownership, except as expressly set forth in this MDA. Accordingly, each and every purchaser, assignee, or transferee of an interest in the Property or any portion thereof shall be obligated and bound by the terms and conditions of this MDA, but only with respect to the Property or such portion thereof sold, assigned or transferred to it.

9.4. **Construction of MDA.** This MDA was jointly drafted and shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing reasonable assurances of continued vested private development rights under this MDA.

9.5. **Laws of General Applicability.** Where this MDA refers to laws of general applicability to the Planned Community and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the City.

9.6. **Term/Renewal/Expiration.** The term of this Development Agreement shall commence upon the Effective Date and continue until December 31, 2045. If, as of that date, Owner or Master Developer have not been declared to be in default as provided in Section 8.18, then this MDA shall be automatically extended until December 31, 2055 upon which Date this MDA will be considered to have been terminated. Upon termination of this MDA, any undeveloped property shall become subject to the then existing City Future Laws, and all development rights vested under this MDA shall expire except that such expiration shall not apply to any Phases or Subdivisions that have been approved prior to the termination. Any such uncompleted Phases or Subdivisions shall be allowed to be completed by December 31, 2060. This MDA shall also terminate automatically at Buildout.

9.6.1. **Failure of Option Agreement.** Notwithstanding anything to the contrary in this MDA or otherwise, should the option agreement between Master Developer and Owner be terminated with respect to all or part of the Property, this MDA shall cease to be operative or effective unless the Owner expressly assumes all of the obligations of the Master Developer arising under this MDA in a writing approved by both the City. If Owner expressly assumes all of the obligations of the Master Developer for all or part of the Property, as described above, Owner may designate a Replacement Master Developer reasonably acceptable to the City. If the Replacement Master Developer is approved by the City, the Replacement Master Developer shall expressly assume the role and obligations of Master Developer arising under this MDA in a writing approved by both the City.

9.7. **State and Federal Law.** The Parties agree, intend, and understand that the obligations imposed by this MDA are only such as are consistent with applicable State and Federal law. The Parties further agree that if any provision of this MDA becomes, in its performance, inconsistent with applicable state or federal law or is declared invalid, this MDA shall be deemed amended to the extent necessary to make it consistent with the State or Federal law, as the case may be, and the balance of this MDA shall remain in full force and effect.

9.8. **No Waiver.** Failure of a Party 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 time said right or any other right it may have hereunder. Unless this MDA is amended or revised in writing as allowed by this MDA, no officer, official, or agent of the City has the power to amend, modify or alter this MDA or waive

any of its conditions as to bind the City by making any promise or representation not contained herein.

9.9. **Entire Agreement.** This MDA constitutes the entire agreement between the Parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This MDA may not be modified or amended except in writing mutually agreed to and accepted by all Parties to this MDA consistent with the provisions hereof.

9.10. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by email, certified mail, or regular mail to the following address:

Master Developer:	Olympia Land, LLC Attn: Ryan Button [Address] ryan@projectutah.com
With a Copy to:	Bruce R. Baird Bruce R. Baird, PLLC [Address] bbaird@difficultdirt.com
Owner:	The Last Holdout, L.L.C. Attn: Emily Markham [Address] jake@andersonlawpllc.com
With a Copy to:	Jacob Anderson Anderson Law, PLLC [Address] jake@andersonlawpllc.com
City:	Herriman City Manager 5355 W. Herriman Main Street Herriman, Utah 84096 ncherpeski@herriman.org
With a Copy to:	Herriman City Attorney 5355 W. Herriman Main Street Herriman, Utah 84096 candrizzi@herriman.org
To Special Owner:	Jordan School District Attn: Scott Thomas [Address] scott.thomas@jordandistrict.org
With a Copy to:	Paul VanKomen 9067 South 1300 West, Suite 302 West Jordan, Utah 84088 pvankomen@bvktlaw.com

9.11. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each Notice shall be

effective and shall be deemed delivered on the earlier of:

9.11.1. **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 as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice.

9.11.2. **Mail Delivery.** Three calendar days after 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.

9.12. **Applicable Law.** This MDA is entered into in Salt Lake 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. Legal actions shall be instituted in the Third Judicial District Court of the County of Salt Lake, State of Utah.

9.13. **Execution of Agreement.** This MDA may be executed in multiple parts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other Parties within seven (7) days of receipt of said facsimile copy.

9.14. **Indemnification.** Master Developer and Owner agree to, and do hereby, agree to defend, hold harmless and indemnify the City and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys from any and all claims that may be asserted at any time against any of them arising out of the negligence or willful misconduct of the Master Developer or Owner, each as applicable with respect to its own negligence or willful misconduct, in connection with the development, construction, maintenance, or use of any portion of the Planned Community, Backbone Infrastructure, or other improvements that Master Developer constructs. Master Developer and Owner, each as applicable with respect to its own negligence or willful misconduct, do hereby agree to pay all expenses, including without limitation legal fees and administrative expenses, incurred by City in defending itself with regard to any and all such claims. With respect to any other third-party claims challenging this Agreement or any provision herein, the Parties agree to cooperate with each other in good faith to defend said lawsuit, with each Party to bear its own legal expenses and costs.

9.15. **Nature, Survival, and Transfer of Obligations.** All obligations assumed by the Owner and/or Master Developer under this MDA shall be binding on the Owner and Master Developer personally, on any and all of the Owner and Master Developer's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Property.

9.16. **Four-year Reviews.** Notwithstanding anything to the contrary herein, every four years after the execution of this MDA, the Parties shall meet and confer to consider any issues that may have arisen regarding the MDA, the development of the Property, the general economy, and other issues related to the development of the Planned Community. The first meeting shall take place at a time and place mutually agreeable to the Parties between January 15 and February 15 of 2026 and then every four years thereafter. The Parties shall not be required to make any modifications of this MDA as a result of these reviews but may propose amendments for the consideration of the Parties.

9.17. **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's Community Development Director. The initial representative for Master Developer shall be Ryan Button. The initial representative for Owner shall be Jacob Anderson. The Parties may change their designated representatives by Notice as provided herein. 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 Property.

9.18. Default.

9.18.1. **Notice.** If any of the Parties fails to perform its respective obligations hereunder or to comply with the terms hereof, a Party believing that a Default has occurred shall provide Notice to the other Parties. 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 Master Developer and Owner.

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

9.18.2.1. Specific Claim. Specify the claimed event of Default;

9.18.2.2. 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;

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

9.18.2.4. Optional Cure. If the City chooses, in their respective discretion, they may propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.

9.18.3. **Meet and Confer regarding Notice of Default.** The Parties shall meet within fifteen (15) business days of any Notice of Default to resolve the issues specified in the Notice of Default.

9.18.4. Mediation of Notice of Default.

9.18.4.1. Issues Subject to Mediation. Issues resulting from the Notice of Default that the parties are not able to resolve by "Meet and Confer" shall be mediated.

9.18.4.2. Mediation Process. If the Parties 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 representatives shall, between them, choose the single mediator. Owner and/or Master Developer 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. Upon issuance of the mediator's opinion, the Parties agree to act in good faith toward a resolution of the disagreement.

9.18.5. **Cure.** The defaulting Party shall have no less than sixty (60) days to cure the default or demonstrate that the said Party is not in Default. If a Default cannot be reasonably cured within sixty (60) days, the Parties may submit the time to cure such default to mediation consistent with the terms of Section 8.17.4.2. above.

9.18.6. **Remedies.** The Parties shall have all rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, provided, however, the Owner and Master Developer (and any Subdeveloper to the extent it assumes the rights or obligations of this MDA) agree that it will not seek monetary damages against the City or any of their elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys, on account of the negotiation, execution, or breach of this MDA. In the event of such legal or equitable action, each party to that action will bear its own costs and fees, including attorney fees. The rights and remedies set forth herein shall be cumulative and shall also include: (i) the right to draw on any security posted or provided in connection with the Planned Community and relating to remedying of the particular Default, and (ii) the right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Planned Community in the case of a default by 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.

9.18.7. **Public Meeting.** Before any remedy in Subsection 8.18.6 may be imposed by the City, the Party allegedly in Default shall be afforded the right to address the Council in a properly noticed public meeting regarding the claimed Default.

9.18.8. **Emergency Defaults.** Anything in this MDA notwithstanding, if the 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 8.18.6 without the requirements of mediation in Section 8.18.4 or a public meeting in Section 8.18.7. The City shall give Notice to Master Developer and/or any applicable Subdeveloper of any public meeting at which an emergency default is to be considered and the Master Developer and/or any applicable Subdeveloper shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

9.19. **Termination.**

9.19.1. **Termination Upon Completion of Development.** This MDA shall terminate on the earlier of: (i) that certain date that the Planned Community has been fully developed and the obligations of the City, Owner, Master Developer, or any Subdeveloper in connection therewith are satisfied; or (ii) the expiration of the term as set forth in Subsection 8.6. Upon termination as set forth herein, Master Developer may request that the City record a notice that this MDA has been fully performed and therefore terminated as to the Planned Community.

9.19.2. **Termination upon Default.** This MDA shall be subject to termination by the City prior to the completion of the Planned Community following a judicial determination that a Default by Master Developer remains unresolved after notice and the opportunity to cure as provided herein.

9.19.3. **Effect of Termination on Master Developer Obligations.** Judicial termination of this MDA with respect to the Planned Community pursuant to Subsection 8.19.2 shall not affect Master Developer's obligation to comply with the terms and conditions of any applicable zoning, subdivision plat, site plan, building permit, or other land use entitlement approved pursuant to this MDA with respect to any approved Planned Community. Termination of this MDA with respect to the Planned Community shall not affect or invalidate Master Developer's obligations under Subsection 8.14.

9.19.4. **Effect of Termination on the City's Obligations.** Upon any termination of this MDA with respect to the Planned Community, the entitlements, conditions of development, limitations on fees, and all other terms and conditions of this MDA and any amendments hereto shall no longer be vested by reason of this MDA with respect to any portion of the Planned Community then not subject to an approved Development Application, Phase, or Subdivision. Upon such a termination or expiration, the City shall no longer be prohibited by this MDA from making any changes or modifications to such entitlements, conditions, or fees applicable to such portions of the Planned Community that are not subject to an approved Development Application, Phase, or Subdivision.

9.19.5. **Survival.** This section forthcoming

9.20. **Titles and Captions.** All Section titles or captions contained in this MDA are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

9.21. **Savings Clause.** If any provision of this MDA, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this MDA, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

9.22. **Incorporation of Recitals and Exhibits.** All recitals stated above and all attached Exhibits A thru H shall be incorporated into and deemed a part of this MDA as though fully set forth herein, and the same shall be binding upon the Parties hereto.

9.23. **Force Majeure.** Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty, or any other similar causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default in spite of the said Party's reasonable best efforts.

9.24. **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. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this

Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, any Party in good faith determines that such provision or provisions are material to its entering into this Agreement, that Party may elect to terminate this Agreement as to all of its obligations remaining unperformed and if any such termination causes any other Party to in good faith determine that the said termination adversely impacts the interests of said other Party, the other Party may also elect to terminate this MDA as to all of its obligations remaining unperformed.

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

9.26. **Planned Community is a Private Undertaking**. It is agreed among the Parties that the Planned Community is a private development and that the City does not have any interest therein except as authorized in the exercise of its governmental functions. The Planned Community is not a joint venture, and there is no such relationship involving the City or the City's elected or appointed officials, officers, employees, agents, representatives, engineers, or attorneys. Nothing in this Agreement shall preclude the Master Developer from forming any lawful form of investment entity for the purpose of completing any portion of the Planned Community.

9.27. **Attorney's Fees**. In the event litigation is filed to enforce the terms of this MDA, the prevailing party in such litigation shall be entitled to receive its reasonable attorneys' fees and expenses from the non-prevailing party, subject to the limitations set forth in the Utah Governmental Immunity Act for property damages.

9.28. **Warranty of 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 is affixed to this MDA to lawfully bind the City pursuant to Ordinance No. _____ adopted by the Council on _____. This MDA is approved as to form by the Herriman City Attorney.

Table of Exhibits

Exhibit "A"	Legal Description of the Property (not including the School District Property)
Exhibit "A-1"	Legal Description of School District Property
Exhibit "B"	Master Plan
Exhibit "C"	Design Guidelines
Exhibit "D"	Traffic Impact Study
Exhibit "E"	Infrastructure Plan
Exhibit "F"	Zoning Map
Exhibit "G"	City's Vested Laws
Exhibit "H"	Development Application Review and Approval Process
Exhibit "I"	Parking Regulations

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.

CITY
Herriman City

Nathan Cherpesci, City Manager

ATTEST

Jackie Nostrom, City Recorder

Chase A. Andrizzi, City Attorney
Approved as to form and legality

OWNER
The Last Holdout, L.L.C.

[Name, Title]

MASTER DEVELOPER
Olympia Land, LLC

[Name, Title]

SPECIAL OWNER
Jordan School District

[Name, Title]

CITY ACKNOWLEDGMENT

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

On the _____ day of _____, 2021, NATHAN CHERPESKI personally appeared before me, who being by me duly sworn, did say that they are the City Manager of Herriman City, a political subdivision of the State of Utah, and that the foregoing Master Development Agreement was signed on behalf of the City by authority of its City Council and said City Manager acknowledged to me that the City executed the same for the purposes described therein.

NOTARY PUBLIC

OWNER ACKNOWLEDGEMENT

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

On the _____ day of _____, 2021, _____ personally appeared before me, who being by me duly sworn, did say that they are the _____ of The Last Holdout, L.L.C, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Owner by authority of its governing board and said _____ acknowledged to me that the Owner executed the same for the purposes described therein.

NOTARY PUBLIC

MASTER DEVELOPER ACKNOWLEDGMENT

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

On the _____ day of _____, 2021, _____ personally appeared before me, who being by me duly sworn, did say that they are the _____ of Olympia Land, LLC, a Utah limited liability company, and that the foregoing Master Development Agreement was signed on behalf of the Master Developer by authority of its governing board and said _____ acknowledged to me that the City executed the same for the purposes described therein.

NOTARY PUBLIC

SPECIAL OWNER ACKNOWLEDGMENT

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

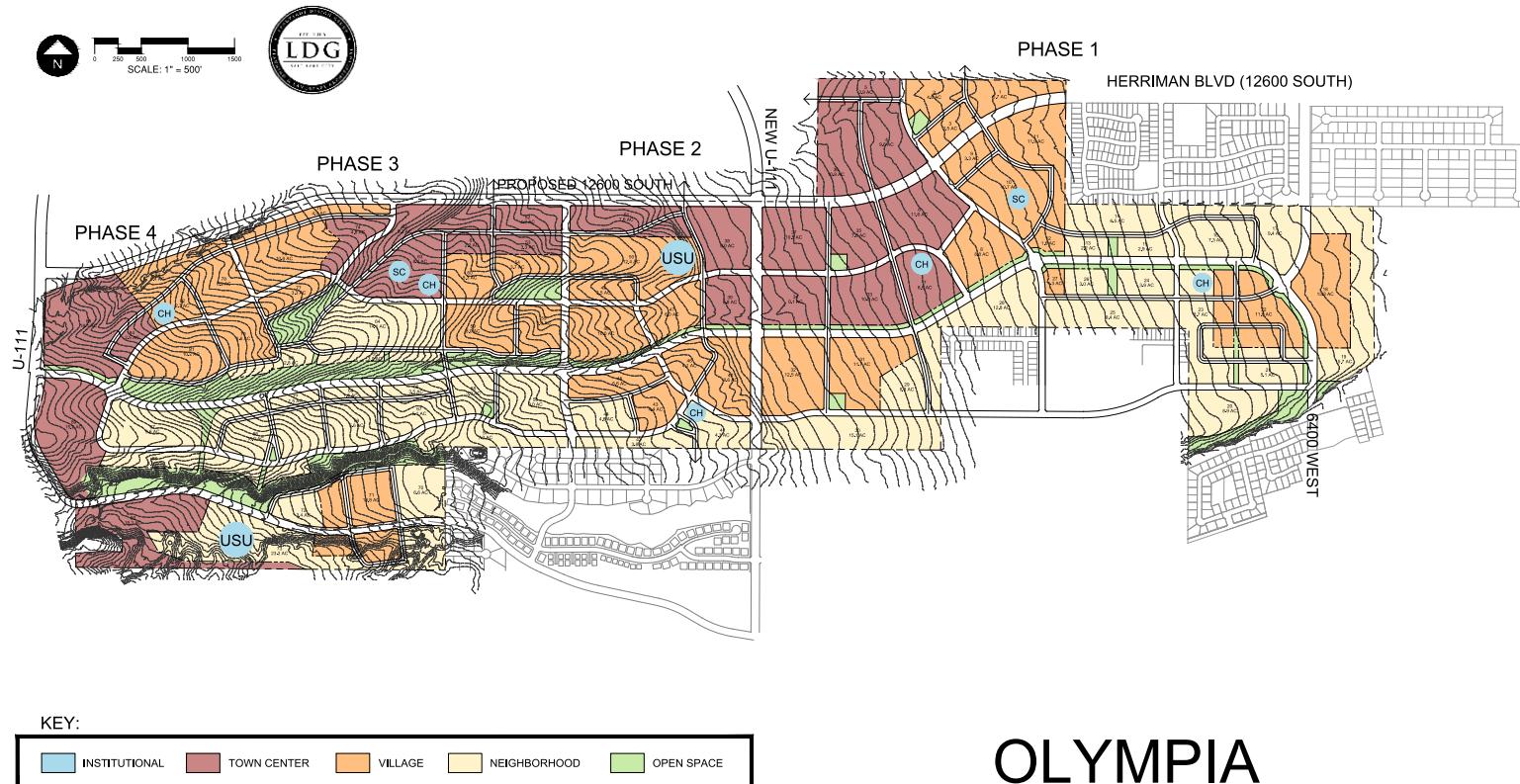
On the _____ day of _____, 2021, _____ personally appeared before me, who being by me duly sworn, did say that they are the _____ of Jordan School District and that the foregoing Master Development Agreement was signed on behalf of the Special Owner by authority of its governing board and said _____ acknowledged to me that the Special Owner executed the same for the purposes described therein.

NOTARY PUBLIC

EXHIBIT A
Legal Description of Property
(not including the School District Property)

EXHIBIT A-1
Legal Description of School District Property

EXHIBIT B
Master Plan



OLYMPIA
MASTER LAND USE PLAN
EXHIBIT B
JUNE 17, 2021

Draft

EXHIBIT C
Design Guidelines

EXHIBIT D
Traffic Impact Study

EXHIBIT E
Infrastructure Plan

PHASE 1 IMPROVEMENTS

IMPROVEMENT	NOTES	PARTY RESPONSIBLE FOR DESIGN AND CONSTRUCTION	PARTY RESPONSIBLE FOR COST	ACQUISITION OF PROPERTY	COMPLETION DATE	CONSTRUCTION START DATE	COMPLETION DATE

PHASE 2 IMPROVEMENTS

IMPROVEMENT	NOTES	PARTY RESPONSIBLE FOR DESIGN AND CONSTRUCTION	PARTY RESPONSIBLE FOR COST	ACQUISITION OF PROPERTY	COMPLETION DATE	CONSTRUCTION START DATE	COMPLETION DATE

PHASE 3 IMPROVEMENTS

IMPROVEMENT	NOTES	PARTY RESPONSIBLE FOR DESIGN AND CONSTRUCTION	PARTY RESPONSIBLE FOR COST	ACQUISITION OF PROPERTY	COMPLETION DATE	CONSTRUCTION START DATE	COMPLETION DATE

PHASE 4 IMPROVEMENTS

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IMPROVEMENT	NOTES	PARTY RESPONSIBLE FOR DESIGN AND CONSTRUCTION	PARTY RESPONSIBLE FOR COST	ACQUISITION OF PROPERTY	COMPLETION DATE	CONSTRUCTION START DATE	COMPLETION DATE

EXHIBIT F
Zoning Map

EXHIBIT G
City's Vested Laws

EXHIBIT H
Development Application Review and Approval Process

EXHIBIT I
Parking Regulations

Olympia Design Standards

Herriman City Submittal July 2021

Version: July 29, 2021

Olympia Design Standards | Table of Contents

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Notes:

These Design Standards are part of the Master Development Agreement (MDA) for Olympia. Any discrepancies between the MDA and the City Code should revert to the language within the MDA.

All submittal requirements for development approvals are as outlined in the MDA.

All images shown within the document are precedent images of the design intent or to represent specific design ideas or elements of these standards.

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1.0 Place Types

1.0 Place Types & Land Uses

1.1. Place Types.

1. Introduction

The Place Types detailed in Sections 1.1.4 through 1.1.8, outline the different types of “places” that will occur within Olympia, in order to accommodate a mixture of uses, densities, and employment opportunities. Each Place Type will have a distinct purpose, and will provide residents and visitors with a unique experience and character.

2. Establishment of Place Type Districts.

The following Place Type Districts are hereby created. Refer to the Place Types detailed in Sections 1.1.4 through 1.1.8 for specific descriptions and requirements.

- (1) Town Center
- (2) Village Center
- (3) Commercial Center
- (4) Neighborhood
- (5) Parks and Open Space

3. Place Type Map

The Place Type Districts will be defined in the Project Land Use Plan.

- (1) Any changes to the Land Use Plan requires a public hearing at Planning Commission with a recommendation to City Council for approval.

4. Town Center Place Type

The Town Center land uses will contain the most dense districts, and feature a mix of land-uses. The Town Center will include multi-family residential in order to cluster high density residential near jobs, services, and transit. Other uses, such as commercial, retail, and recreation will be provided to support the residents and employees of both Olympia and the larger region. See Figures 1.1 (1) - 1.1 (3) for precedent images.

- (1) Permitted Uses. See Table 1.1 for approved uses.
- (2) Transit. Transit is an important component of a successful Town Center, and is intended to become an integral piece of the Town Center. Olympia will work with UTA to provide major future transit options, such as light rail or bus rapid transit, that will connect the Town Center to the larger region. The Town Center should also provide for Ride Share opportunities such as Uber/Lyft.
- (3) Density. Residential densities may exceed twenty units per gross acre.



Fig. 1.1 (1) - Town Center Precedent Image



Fig. 1.1 (2) - Town Center Precedent Image



Fig. 1.1 (3) - Town Center Precedent Image

1.0 Place Types & Land Uses

5. Village Center Place Type

Olympia will contain multiple Village Centers located throughout the project. These centers will become the heart of a neighborhood or multiple neighborhoods, and will provide the daily services that will enhance neighborhoods and reduce the need to for residents to drive long distances for basic services, while promoting walking and biking. Village Centers could include single-family residential and multi-family residential, including apartments, condominiums and townhomes.

This category is designed for medium density mixed use development that includes residential (single and/or multi-family), office, commercial, public/semi-public and recreational open spaces, without a predetermined emphasis on a single use. See Figures 1.2 (1) - 1.2 (6) for precedent images.

- (1) Permitted Uses. See Table 1.1 for approved uses.
- (2) Transit. Transit is an important component of a successful Village Center. Transit solutions should focus on pedestrian movements, including walking and biking, connecting Village Centers to nearby Town Centers, as well as to provide for Ride Share opportunities such as Uber/Lyft.
- (3) Density. Residential densities are anticipated to range between nine and twenty units per gross acre.

6. Commercial Center Place Type

This Place Type is designed to accommodate large format retail uses and other commercial uses that are not compatible with the urban design aspects of Town and Village Centers. The primary land-uses in this Place Type are retail and other commercial uses.

See Figure 1.3 (1) for precedent images.

- (1) Permitted Uses. See Table 1.1 for approved uses.
- (2) Density. Upper story residential uses are permitted in Commercial Centers.
- (3) Location. Commercial Center Place Type may be utilized within any Town Center Land Use shown on the Land Use Plan.



Fig. 1.2 (1) - Village Center Precedent Image



Fig. 1.2 (2) & 1.2 (3) - Village Center Precedent Images



Fig. 1.2 (4) & 1.2 (5) - Village Center Precedent Images



Fig. 1.2 (6) - Village Center Precedent Image



Fig. 1.3 (1) - Commercial Center Precedent Image

1.0 Place Types & Land Uses

7. Neighborhood Place Type

This Place Type is designed for comparatively low-density mixed use development that emphasizes residential (single and/or multi-family) use, but may also include limited retail, office, commercial, and recreation/open space uses. A mix of housing types is encouraged. See Figures 1.4 (1) - 1.4 (8) for precedent images.

- (1) Permitted Uses. See Table 1.1 for approved uses.
- (2) Density. Residential densities are anticipated to range between four and eight units per gross acre.

8. Parks and Open Space

Landscaped areas, parks, natural area, stream corridors or farmland that is established to provide and preserve outdoor recreational, agricultural, or other similar uses. In addition to the open space district, areas of open space will also be provided within the other land use districts as well.

See Chapter 4.0 Parks, Trails, and Open Space. See Figures 1.5 (1) - 1.5 (4) for precedent images.



Fig. 1.4 (1) - Neighborhood Place Type Precedent



Fig. 1.4 (2) & 1.4 (3) - Neighborhood Place Type Precedent



Fig. 1.4 (4) & 1.4 (5) - Neighborhood Place Type Precedent



Fig. 1.4 (6) - Neighborhood Place Type Precedent



Fig. 1.4 (7) & 1.4 (8) - Neighborhood Place Type Precedent



Fig. 1.5 (1) & 1.5 (2) - Open Space Place Type Precedent



Fig. 1.5 (3) - Open Space Place Type Precedent



Fig. 1.5 (4) - Open Space Place Type Precedent

1.0 Place Types & Land Uses

1.2. Community-Wide Design.

1. General Requirements

- (1) The planning and design of the community should work with existing conditions such as topography, drainages, and stream corridors to provide a context sensitive plan.
- (2) The planning and design of the community should be coordinated with adjacent properties to maximize street and trail connections to properties outside of the Olympia site.
- (3) Neighborhoods should be designed to provide local access to adjacent neighborhoods, nearby destinations, transit, parks, schools and similar places by walking and bicycles.
- (4) Small convenience retail establishments, such as corner stores, shall be permitted to occupy portions of the ground and mezzanine floors of residential and office buildings outside of the Town and Village Centers, where appropriate.
- (5) A limited amount of local-serving commercial activity may be located within a Neighborhood Place Type. These commercial uses should be located near the core of each Neighborhood, or in other strategic locations that will provide convenient access from neighborhoods. Typical neighborhood center retail uses include, but are not limited to small grocery stores, cafes, restaurants, day care centers and personal service operations.
- (6) The location of any elementary, middle, or high schools, community centers, and recreation spaces should be coordinated with the appropriate public entities so as to be central gathering places, and shared-use facilities for the community, where possible.
- (7) Thoughtful design solutions that enhance safety be implemented into the planning and design of Olympia. Some of the major strategies to enhance public safety may include:
 - (a) Design streets to increase pedestrian and bicycle traffic.
 - (b) Place windows overlooking sidewalks and parking lots.
 - (c) Use the fence most appropriate for the situation.
 - (d) Residential uses are encouraged to include porches, stoops, balconies, or other outdoor living spaces to increase eyes on the street.

2. Sustainability

- (1) Alternative Energy. Alternative energy technologies, such as solar and wind power, and alternative vehicle power technologies, should be accommodated and encouraged on both a distributed generation (e.g. rooftop solar panels, EV charging, battery storage, etc.) and utility scale (e.g. renewable procurement through the qualified entity).

1.3. Land Use.

1. Land Uses.

Table 1.1 contains the land use table. The listed uses are grouped into general categories, which may contain lists of additional uses or clusters of uses.

- (1) Unlisted Similar Use. If a use is not listed but is similar in nature and impact to a use permitted within a zoning district, the Administrator may interpret the use as permitted.
 - (a) If the unlisted use is similar in nature and impact to a use requiring a Conditional Use Permit, the Administrator may interpret the use as also requiring a Conditional Use Permit.
- (2) All land-use requirements listed in this section supercede the current City Code.

2. Land Use Table.

Table 1.1. outlines the permitted uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted.

- (1) Changes to the Land Use Table (Table 1.1) requires a public hearing at Planning Commission with a recommendation to City Council for approval.
- (2) Permitted ("P"). These uses are permitted by-right in the districts in which they are listed.
- (3) Permitted in Second Story or Above ("U"). These uses are permitted by-right in the districts in which they are listed, provided that the uses are located in the second story or above of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least 30 feet from the front facade.
- (4) Requires a Conditional Use Permit ("C"). These uses require administrative review and approval in order to occur in the districts in which they are listed and must follow any applicable development standards associated with the use as well as meet the requirements of the Conditional Use.
- (5) Listed uses that are not permitted in the district are indicated by an ("N").

3. Prohibited Uses.

Table 1.3. outlines the prohibited uses in each zoning district.

- (1) Changes to the Prohibited Use Table (Table 1.3) requires a public hearing at Planning Commission with a recommendation to City Council for approval.

1.0 Place Types & Land Uses

Uses	Districts				
	Town Center (TC)	Village Center (VC)	Commercial Center (CC)	Neighborhood (N)	Open Space (OS)
Residential & Lodging					
Residential	P	P	U	P	N
Hotel & Inn	P	P	P	N	N
Short Term	P ³	P ³	N	P ³	N
Facility for Persons w/Disability	P	P	P	P	N
Residential Care	P	P	P	N	N
Civic					
Assembly	P	P	P	P	C
Hospital & Clinic	P	P	P	C	N
Library/Museum/Post Office	P	P	P	P	N
Police & Fire	P	P	P	P	N
School	P	P	P	P	N
Retail					
Center Retail*	P	P	P	P ¹	N
Commercial Retail*	P	N	P	N	N
Outdoor Sales Lot*	N	N	P	N	N
Service					
Center Service*	P	P	P	P ¹	N
Commercial Service*	N	N	P	N	N
Office					
Office*	P	P	P	P ¹	N
Small Scale Craftsman*	P	P	P	N	N
Utility					
Utility Lot*	C	C	P	N	C
Accessory Uses					
Home Occupation	C	C	C	C	N
Outdoor Storage of Goods	N	N	P	N	N
Parking Lot	P	P	P	P	P
Parking Structures	P	P	P	P ²	N

KEY

P Permitted

P¹ Permitted on corner lot only and shall be a maximum of a 10,000 sf building footprint.

P² Permitted with City Staff approval.

P³ Permitted within 1 mile radius of the Regional Park Trailhead.

U Permitted in Second Story or Above

N Not Permitted

C Conditional

* See Corresponding List

Table 1.1. Uses by District.

1.0 Place Types & Land Uses

Center Retail

Alcohol & Liquor Sales
 Antique Shop
 Apparel & Accessory Store
 Art & Education Supplies
 Bakery, Retail
 Bicycle Sales & Repair
 Book, Magazine, & Newspaper Store
 Building Materials, Hardware, and Garden Supply
 Camera & Photo Supply Store
 China & Glassware Shop
 Convenience Store
 Drug Store/Pharmacy
 Fabric & Craft Store
 Florist
 Gift, Novelty, & Souvenir Shop
 Grocery Store
 Hardware Store
 Hobby Shop
 Jewelry Sales & Repair
 Luggage & Leather Goods
 Music Store
 Musical Instrument Repair & Sales
 Office Supply
 Optical Goods
 Paint & Wallpaper
 Party Supply Shop
 Pet & Pet Supply
 Self Storage Facility
 Specialty Food Market (Butcher, Candy, Fish Market, Produce, etc.)
 Sporting Goods Sales & Rental
 Stationery & Paper Store
 Toy Shop
 Video/Game Sales & Rental
 Vertical Mixed-Use Storage

Commercial Retail

All Center Retail
 Appliance & Electronic Sales & Service
 Automotive Supply (no service)
 Computer Software Sales & Leasing
 Department Store
 Gun Shop
 Home Furnishings & Accessories Sales & Rentals
 Medical Supply Store & Rental
 Motorcycle & Motor Scooter Sales
 Heating, Air Conditioning & Plumbing
 Supplies, Sales, & Service
 Cabinet Supply (display only)
 Machine Sales and Rental
 Agriculture Equipment and Supply
 Electrical Supplies
 Merchandise Vending Machine Operators
 Medical Supply Store & Sales
 Large Format Retail
 Large Format Grocery Store

Outdoor Sales Lot

Holiday Sales
 Agriculture Equipment Sales

Center Service

Arcade
 Bank or other Financial Service
 Barber Shop, Beauty Salon, & Spa
 Billiard Hall
 Catering
 Day Care, Adult or Child
 Dry Cleaning & Laundry
 Emergency Care Clinic
 Fitness, Dance Studio, & Gym
 Framing
 Home Furniture & Equipment Repair
 Locksmith
 Mailing Services
 Microbrewery
 Pet Grooming
 Photocopying & Printing
 Photography Studio & Supplies
 Restaurants (refer to state law for alcoholic beverage requests)
 Shoe Repair
 Tailor & Seamstress
 Tanning Salon
 Theater
 Training Center
 Travel Agency & Tour Operator
 Veterinarian

Commercial Service

All Center Services
 Auto Repair
 Auto Fuel Station
 Exterminating & Disinfecting Service
 Funeral Home
 Miniature Golf Course
 Recreation, Commercial Indoor
 Repair of Small Goods & Electronics
 Shooting & Archery Ranges (indoor only)
 Warehouse

Table 1.2 (1). Typical Retail Uses.

Table 1.2 (2). Typical Service Uses.

Utility Lot

Power Station
 Underground Utility Station

Table 1.2 (3).
 Typical Utility Lot Uses.

Office

Architecture/Engineering/Design
 Building Contractor (office only)
 Business Consulting
 Charitable Institutions
 Computer Programming & Support
 Detective Services
 Educational Services (tutor & testing)
 Employment Agency
 Financial & Insurance
 Government Offices
 Legal Services
 Management Services
 Physical Therapy/Physical Rehabilitation
 Medical & Dental with Laboratory
 Public Relations & Advertising
 Property Development
 Radio & TV Studio
 Real Estate

Table 1.2 (4). Typical Office Uses.

1.0 Place Types & Land Uses

Prohibited uses, limitations – Within Olympia the following are specific use prohibitions and/or limitations:	SPECIFIC USE LIMITATION APPLICABLE TO ALL Olympia PLACE TYPES	Continued - Prohibited uses, limitations – Within the Olympia the following are specific use prohibitions and/or limitations:	CONTINUED - SPECIFIC USE LIMITATION APPLICABLE TO ALL Olympia PLACE TYPES
USE			
Auto Sales	Conditional Use only in CC		
Detention facility/jail	Not allowed		
Outdoor gun range	Not allowed		
Animal Boarding	Only in CC		
Displays (products held for sale) over five feet in horizontal distance from the main building.	Only in CC		
Equipment, car or truck rental	Only in CC Place Type		
Fuel sales	Allowed in CC . Allowed in TC, VC, with pumps in side or rear of building.		
Pole type commercial wireless communication structures.	Pole type only allowed in Commercial and on top of buildings in TC and VC		
Sexually oriented businesses	Not allowed		
Pawnshop, retail tobacco specialty business, hookah lounge, tattoo, body piercing, non-depository lending establishments as the principle use.	Not allowed		
Massage or reiki as the principal use including associated services	Only in TC, VC, CC		
Sale or lease of new or used vehicles of all types, moving trucks, watercraft, mobile homes, travel trailers, campers, motorcycles and other recreational vehicles	Only in CC		
Secondhand stores including general merchandise, precious metal dealer/processor and/or precious gem dealer	Only in TC, VC, CC		
Self-storage facility, including small to large storage units, neighborhood storage	Only in CC		

Table 1.3. Prohibited Uses.

KEY

- TC Town Center
- VC Village Center
- CC Commercial Center

1.0 Place Types & Land Uses

1.4. Definition of Uses.

1. Residential and Lodging Uses.

A category of uses that include several residence types.

- (1) Residential. One or more dwelling units located within the principal structure of a lot, in which the units may or may not share a common wall with the adjacent (horizontally or vertically) unit or have individual entrances from the outside.
- (2) Hotel & Inn. A facility offering temporary or permanent lodging to the general public consisting of sleeping rooms with or without in-room kitchen facilities. Secondary service uses may also be provided, such as restaurants and meeting rooms. Hotel & Inn units shall not count against approved Residential Dwelling Units (RDU).
- (3) Short Term. Any dwelling or portion thereof that is available for uses or is used for accommodations or lodging of guests, paying a fee, or other compensation for a period of less than thirty consecutive days. **These uses shall only be permitted within a 1 mile radius of the Regional Park Trailhead as shown on the Land Use Plan.**
- (4) Facility for Persons w/Disability. Residential facility for persons with a disability.
- (5) Residential Care. A facility offering temporary or permanent lodging to the general public consisting of sleeping rooms with or without in-room kitchen facilities. Residential care includes such uses as independent and assisted living facilities, nursing homes, residential care homes, congregate care, and transitional treatment facilities. Assistance with daily activities may be provided for residents. Secondary service uses may also be provided, such as restaurants and meeting rooms. Rooms should be accessed from the interior of the building. For density calculations, Residential Care Units shall not count against approved Residential Dwelling Units (RDU).

2. Civic Uses.

A category of uses related to fulfilling the needs of day-to-day community life including assembly, public services, educational facilities, and hospitals.

- (1) Assembly. A facility that has organized services, meetings, or programs to benefit, educate, entertain, or promote discourse amongst the residents of the community in a public or private setting. Assembly includes such uses as a community center, house of worship, and private clubs and lodges.
- (2) Hospital & Clinic. A licensed institution providing medical care and health services to the community. These services may be located in one building or clustered in several buildings and may include laboratories, in- and out-patient facilities, training facilities, medical offices, staff residences, food service, pharmacies, and gift shop.

- (3) Library/Museum. A structure open to the general public housing educational, cultural, artistic, or historic information, resources, and exhibits. May also include food service and a gift shop.
- (4) Post Office. A publicly accessed facility for the selling of supplies and mail related products and the small scale collection and distribution of mail and packages. Large-scale postal sorting and distribution is not permitted.
- (5) Police and Fire. A facility providing public safety and emergency services; training facilities, locker rooms, and limited overnight accommodations may also be included. The facilities will be housed in a permitted building, but may have the following additional allowances:
 - (a) Garage doors are permitted on the front facade.
 - (b) Exempt from maximum driveway widths.
- (6) School. An education facility with classrooms and offices, that may also include associated indoor facilities such as ball courts, gymnasium, theater, and food service.

3. Retail Uses.

A category of uses involving the sale of goods or merchandise to the general public for personal or household consumption.

- (1) Center Retail. Center retail includes such uses as those listed in the "Center Retail" list found in Table 1.2 (1). Typical Retail Uses.
- (2) Commercial Retail. A use in this category includes all Center Retail uses as well as such uses as those listed in the "Commercial Retail" list found in Table 1.2 (1). Typical Retail Uses.
- (3) Outdoor Sales Lot. A use involving the sale of goods or merchandise to businesses and/or the general public, where the majority of the goods are stored or displayed outdoors. Outdoor sales lots include such uses as the sale and rental of automobiles, trucks, trailers, boats, and recreational vehicles; and the sale of building materials, landscape materials, and garden supplies.

4. Service.

A category of uses that provide patrons services and limited retail products related to those services. Visibility and accessibility are important to these uses, as most patrons do not utilize scheduled appointments.

- (1) Center Service. Center service includes such uses as those listed in the "Center Service" list found in Table 1.2 (2). Typical Service Uses.
- (2) Commercial Service. A use in this category includes all Neighborhood Service uses as well as such uses as those listed in the "Commercial Service" list found in Table 1.2 (2).

5. Office Uses.

A category of uses for businesses that involve the transaction of affairs of a profession, service, industry, or government. Patrons of these businesses usually have set appointments or meeting times; the businesses do not typically rely on walk-in customers. Office uses include those listed in Table 1.2 (4).

1.0 Place Types & Land Uses

6. Small Scale Craftsman.

A use involving small scale manufacturing, production, assembly, and/or repair with little to no noxious by-products that includes a showroom or small retail outlet. Small Scale Craftsman includes such uses, but are not limited to those found in Table 1.2 (5). This use may also include associated facilities such as offices and small scale warehousing. The maximum overall gross floor area is limited to 20,000 square feet per business, unless otherwise noted.

7. Parking Lot.

A lot that does not contain a permitted building or Open Space Type and is solely used for the parking of vehicles. In all districts, the following apply:

- (1) Single Family. Parking lot cannot be associated with a single family use.
- (2) Pedestrian Access. Must be connected to associated use by a public pedestrian pathway.
- (3) Commercial Vehicles. Parking lots for commercial vehicles are not permitted in these districts.
- (4) Corner Lots. Parking Lots are not allowed on any corner lot with the exception of a parking lot or lots to serve a Park and Ride.

8. Parking Structure.

A parking structure on a lot that does not contain a permitted Building Type and is solely used for the parking of vehicles. In all districts, the following apply:

- (1) Corner Lots. A corner lot shall not be used for a parking structure with the exception of a parking structure or structures to serve a Park and Ride.
- (2) Pedestrian Access. Must be connected to associated use by a public pedestrian pathway.
- (3) Commercial Vehicles. Parking structures for commercial vehicles are not permitted in these districts.

9. Utility Lot.

A lot that is primarily utilized for the City/County infrastructure needs. Utility and infrastructure includes such uses as electric or gas services, sewage treatment, water treatment and storage, and energy conversion systems. In the districts where a utility lot is a conditional use ("c"), the following apply:

- (1) Public hearing and notification of neighbors
- (2) Landscape buffer (along with required landscape plan) of 10 feet on all street facing sides, with additional shrubs 1 per 7 linear feet and 1 large deciduous tree or conifer per 30 feet.

Small Scale Craftsman

- Apparel & Finished Fabric Products
- Bakery & Confections
- Beverages, including Beer, Wine, Liquor, Soft Drinks, Coffee
- Botanical Products
- Commercial Scale Copying & Printing
- Film Making
- Furniture & Fixtures
- Glass
- Jewelry, Watches, Clocks, & Silverware
- Leather Products
- Musical Instruments & Parts
- Pottery, Ceramics, & Related Products
- Printing, Publishing & Allied Industries
- Shoes & Boots
- Signs & Advertising
- Textile, Fabric, Cloth
- Toys & Athletic Goods
- Upholstery
- Woodworking

Table 1.2 (5). Typical Small Scale Craftsman Uses.

10. Open Space.

A use of land for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, or community gardens. Refer to 4.0 Open Space Types for permitted forms of open space. Open space uses may also be utilized to host temporary private or community events, such as a farmer's market or art fair.

- (1) This use may involve small scale food and beverage service with no service access.

11. Accessory Uses.

A category of uses that are not permitted to serve as the principal use on a zoning lot.

- (1) Home Occupation. An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building.
- (2) Outdoor Storage of Goods. Permanent outdoor storage of goods not typically housed or sold indoors, such as large scale materials and building and landscape supplies.
- (3) Parking Lot. An uncovered paved surface used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot.
- (4) Parking Structure. A structure used solely for the parking of vehicles, intended for use by the occupants in an adjacent building on the lot.

See 9.0 Appendix for definitions of all uses.

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2.0 Sustainability Overview

2.0 Sustainability Overview

Sustainability Overview

Sustainability is a key element of Olympia, and these standards have been created with an emphasis on promoting and enhancing sustainability in a comprehensive manner. Each section of the document has sustainable design and/or construction methods integrated into it.

This section is an overview of those sustainable measures, and will describe both the intent, as well as highlight the specific measures that have been built into the design standards throughout this document.

Many of these design standards indirectly promote sustainability. However, this section will only highlight the specific sustainability measures found in the design standards, such as standards deal with energy, water conservation, water quality, and open space preservation.

1.0 Place Types and Land-Uses.

1. Sustainability Summary

This section addresses the planning and design of the overall community, including creating a number of “place types.” This will ensure the ability to provide the mix of uses necessary to create a community where residents can live, work, play, shop and perform other daily functions within close proximity to each other.

This section also promotes compact development in town centers and village centers, which enhances walkability and reduces dependency on automobiles.

2. References to Sustainability

1.2.2. Sustainability

3.0 Street Types & Design.

1. Sustainability Summary

The street types in Olympia will promote sustainability by being designed to be highly walkable, and by promoting multiple alternate transportation modes such as bicycles and transit. This section also promotes incorporating innovative stormwater management practices to reduce runoff and improve water quality.

2. References to Sustainability

3.5. Stormwater Management.

4.0 Parks, Trails & Open Space.

1. Sustainability Summary

Olympia will provide significant parks and open space throughout the community, which will provide active and passive recreation for residents, as well as also helping to support biodiversity and healthy ecological systems. This section also promotes utilizing open spaces to promote innovative stormwater management practices.

2. References to Sustainability

4.3. Parks.

4.4. Open Space.

4.5. Trails.

4.6. Stormwater in Open Spaces.

5.0 Site Design.

1. Sustainability Summary

The Site Design section focuses on the details of how to create walkable, active, and vibrant Town Centers, Village Centers, and Neighborhoods. It also specifies how design elements, such as lighting, can become more environmentally sensitive.

2. References to Sustainability

5.9. Lighting.

6.0 Buildings & Architecture.

1. Sustainability Summary

Buildings are a large source of emissions, and this section outlines measures that Olympia will utilize to minimize environmental impacts from buildings. This section also contains water efficiency standards for buildings.

2. References to Sustainability

6.12. Sustainability.

7.0 Landscape.

1. Sustainability Summary

Outdoor water use is one of the most important sustainability issues for the Wasatch Front. This section specifically focuses on how to limit high water-using plant materials, without compromising the livability and beauty of the community. The driving focus behind these landscape standards is to specify where lawn areas will be most effective, and to limit lawn where it is unnecessary.

2. References to Sustainability

7.1.3. Lawn Area.

7.1.4. Planting Area.

3.0 Street Types & Design

3.0 Street Types & Design

1. Intent.

Olympia intends to provide a variety of street types in order to:

- (1) Create complete streets that address all modes of travel, including pedestrian traffic, bicycle traffic, transit, and vehicular traffic.
- (2) Address all features of the street right-of-way, including sidewalks, parkways, traffic lanes, bicycle lanes, and medians.
- (3) Continue the existing logical and comprehensible system of streets and street names that result in a simple, consistent and understandable pattern of blocks, lots, and house numbers.
- (4) Provide direct access to all lots for vehicles and pedestrians.
- (5) Create streets that are appropriate for their contexts in residential, commercial, or mixed use districts and are designed to encourage travel at appropriate volumes and speeds.
- (6) Encourage streets that respect natural features by following topography and drainage systems, rather than interrupting or dead-ending at the feature.
- (7) Create streets and public rights-of-way that result in stormwater runoff quantity reduction and improved quality of stormwater runoff.
- (8) Ensure streets are designed to be safe and walkable, no matter how many cars they accommodate, or how continuous they are across the community/region.
- (9) Olympia intends to create a well-connected street network with appropriate sized blocks in order to create a highly walkable environment that maximizes mobility. The benefits of a well-connected street network include:
 - More transportation options and routes = More mobility.
 - Improved active transportation.
 - Increased real estate values and overall improved economy.
 - Shorter emergency response times and larger emergency response areas = More Safety.
 - Reduced traffic congestion.
 - Better flexibility for redevelopment
 - Community health benefits
 - Safer streets.

2. General Requirements.

- (1) Compatibility. All street types and design will comply with all required design standards.
- (2) On-Street Parking. On-street parking is encouraged, where appropriate, either through parallel or angled parking. All on street parking may count toward overall parking requirements.
- (3) Street Trees. Street Trees are required on all streets, with the exception of an alley or lane street type. See 7.3 Street Trees & Streetscape Design for street tree requirements.
- (4) Sidewalks. A sidewalk must be provided along all sides of roadways that are fronted by residential or commercial uses.

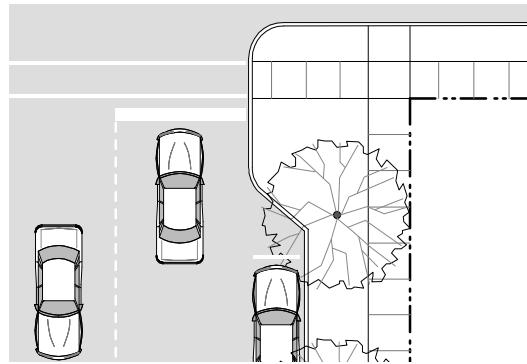


Figure 3.1. Bulb Out.

- (5) Intersections. To shorten pedestrian crossing distances, bulb-outs may be utilized at all local road intersections for street types with on-street parking. Refer to Figure 3.1.
- (6) Intersection Circles. May be utilized at the Major Local Intersections to provide speed control.
- (7) Roundabouts and Mid Block Bulb outs. To be utilized as necessary on Major Collectors to facilitate traffic and pedestrian movement.
- (8) Bus Pull-Outs. Bus pull-outs should be integrated into the streetscape design in appropriate locations. Bus routes and pull-outs should be coordinated with UTA.
- (9) Traffic/Speed Control Elements. To be considered on linear, local road segments longer than 1,000' and may include center median/traffic island, radar driver feedback signs, choke points/neck-downs or raised crosswalks.
- (10) Emerging Mobility Options. Streets should be designed to accommodate ridesharing services with pull-outs in appropriate areas. Street design should also respond to future technologies as they emerge, if appropriate, with the goal of enhancing and increasing mobility.
- (11) Parkstrips/LID's. All parkstrips may accommodate LID's.
- (12) Cul-de-sacs. Cul-de-sacs should only be used where required to accommodate development within areas of steeper topography, where thru access is limited due to roadway access spacing or adjacent existing land ownership does not allow for a connection.

3.0 Street Types & Design

3. Typical Street Elements.

Typical elements of a vehicular right-of-way are divided into the vehicular and pedestrian realm. Each street type detailed in this article outlines which facilities are applicable. Refer to Figure 3.2: Typical Right-of-Way Elements.

- (1) Vehicular Realm. The vehicular realm is comprised of the travel lanes, bicycle lanes, and parking lanes.
- (2) Pedestrian Realm. The pedestrian realm is typically comprised of pedestrian facilities, such as sidewalk, path/trail, or off-street bicycle path, and a buffer area, consisting of a landscape zone or furnishings zone that serves to buffer pedestrians or bicyclists from the movements of higher speed vehicles in the vehicular realm.
 - (a) Landscape Zone. A landscape area between the back of curb or edge of pavement to the sidewalk in which street trees, swales, lighting, and signage may be located. Typically used adjacent to residential buildings.
 - (b) Furnishings Zone. A hardscape area that extends from the sidewalk to the back of curb, in which street trees, street furniture, lighting, and signage may be located. Typically used adjacent to commercial or office buildings.

4. Bicycle Facilities.

The majority of streets within Olympia are intended to be designed for a slow vehicular speed, allowing bicycles to safely share travel lanes with vehicles.

For major streets that are designed for faster vehicular speeds and larger traffic volumes, the following types of bicycle accommodations are permitted in the vehicular realm per Street Type. Refer to Figure 3.3.

Locations for bike lanes will be identified by Street Types Listed in Sections 3.9 - 3.20

- (1) Dedicated Bicycle Lane. Dedicated bicycle lanes are striped lanes on the outside of the outermost travel lanes that are designated for only bicycle use. This lane occurs on both sides of the street.

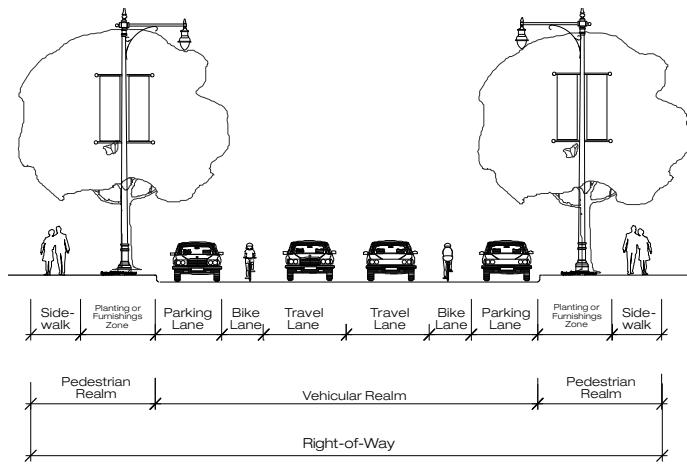


Figure 3.2. Typical Right-of-Way Elements.

- (2) Shared Lane. A shared lane refers to a street that does not have bicycle lanes or a designated shared lane, but the speed and configuration of the street is such that bicycles could comfortably share lanes with traffic.

5. Stormwater Management.

Incorporation of stormwater management best practices into the right-of-way design, such as incorporating drainage swales and curb cuts into the Landscape Zone may be utilized where appropriate and practicable.

6. Street Types.

Street Types defined in this section outline acceptable street configurations, and represent the most common streets that will be used in Olympia. These streets should be designed using the principles and characteristics defined by each street type. *Other specialty street types are encouraged to be used where appropriate, including transit streets, festival streets, pedestrian streets, and more.*

- (1) The graphics provided here, *illustrating each street type, are samples of recommendations and* illustrate the intent for a possible configuration of that street type.
- (2) Corridors and streets with major transit lines, such as bus rapid transit, light rail, streetcar, or others, may create a new street type that is designed to specifically accommodate the transit mode, surrounding land-uses, and other specific factors.
- (3) By applying the standards outlined, and working with City Staff, other street types, modified dimensions or other street configurations are possible through the administrative modification process as outlined in the MDA.

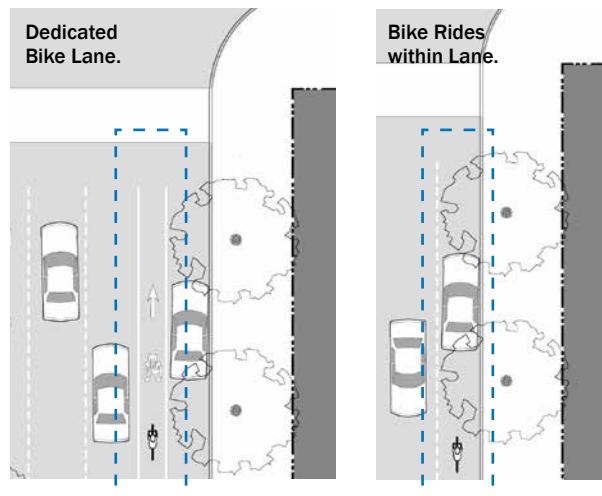


Figure 3.3. On-Street Bicycle Facilities.

3.0 Street Types & Design

7. Connectivity

(1) Overview

The following Connectivity standards center around two primary concepts: relative connectivity and network density. Both are important to consider when analyzing street networks; the two concepts complement one another to provide a well-connected network.

- (a) Relative Connectivity: The relative level of connectivity means that intersections provide a certain amount of connections among streets. For example, a 4-way intersection provides more connectivity than a 3-way intersection, and both provide more connectivity than a cul-de-sac, or other dead end, which provides no connectivity. The level of connectivity is further established through requirements and restrictions on cul-de-sacs and dead ends.
- (b) Network Density: While relative connectivity is important, it is not the only important factor. Network density is the number of connections within a given unit of area. A city with only 4-way intersections and large blocks may not be as well connected as a city with a few cul-de-sacs and small blocks. A city with smaller blocks will have more total intersections per square mile (and be more connected) than a city with a similar level of relative connectivity and larger blocks. Network density is established by a maximum block length as well as maximum spacing of pedestrian paths and streets connecting outside the project to existing or future developments.

(2) Secondary Aspects of Street Connectivity

(a) Ability to connect to specific destinations.

This aspect addresses the problem that all destinations along a network are not equally popular – and, therefore, are not equally valuable for a network to connect to. An elementary school receives more trips along a network than a single family home, for example. So it is important to understand how well a given network connects the community to these specific points along it. Often improvements to accessing a specific destination such as a school are the most effective ways a built-out community can improve its connectivity.

- (b) Quality of the network for all users – walkability. The other secondary aspect of street connectivity considers that, on the ground, streets are much different than lines on a map. Each street offers a different environment for all the transportation modes – private vehicles, public transit, freight, bicycling, and walking. It is particularly important to pay attention to the conditions for walking. Pedestrians are the most vulnerable users of the network, and everyone is a pedestrian at some point during their trip. The pedestrian environment is critical for transit access. Walkability here means how well a street provides infrastructure for walking – both along it and at street crossings.

8. Connectivity Guiding Principles

Connectivity within Olympia should be a priority within all design components and the following guiding principles should be applied where feasible.

- (1) Existing Street Network. Olympia's street network should be coordinated with and connect into the existing street network. Connecting to the existing street network takes priority over Connectivity Requirements in Table 3.1, where conflicts occur. **Generally major streets should be provided at 1/2 mile spacing when feasible.**
- (2) Adjacent Properties. Adopted plans for properties adjacent to Olympia should be collected to understand any forthcoming street networks, and Olympia should coordinate street connections with these properties.
- (3) Connectivity Guiding Principles should strive to accommodate all users.

Network density in higher density neighborhoods is most vital for pedestrians – a dense, connected network for people on foot is the highest connectivity priority here.

Incorporate larger land uses like schools, parks, and commercial centers into the overall street network pattern, preserving streets and intersections.

Commercial corridors should provide a focal point of destinations within a community. These “Main” streets and connections to them should have an especially high degree of connectivity and network density.

Pedestrian ways, greenways, and linear parks may be utilized to enhance networks in more dense neighborhoods,

The major barriers for pedestrians in higher density neighborhoods are often large streets; care should be taken to provide frequent, convenient, and safe crossings across these larger streets.

The often-widely spaced community-level streets and the concentration of traffic onto them presents a challenge for active transportation users. Olympia should seek to make these major streets safe and convenient for all users, and/or to provide parallel routes that have the same level of community connection and access the same destinations.

Transit users should be able to cross and walk along major streets to access transit services running on them.

Care should be taken to provide complete streets or networks around key community destinations.

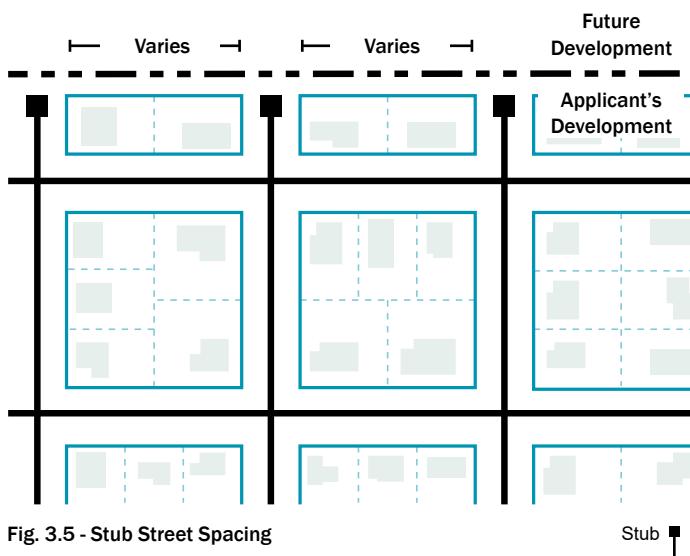
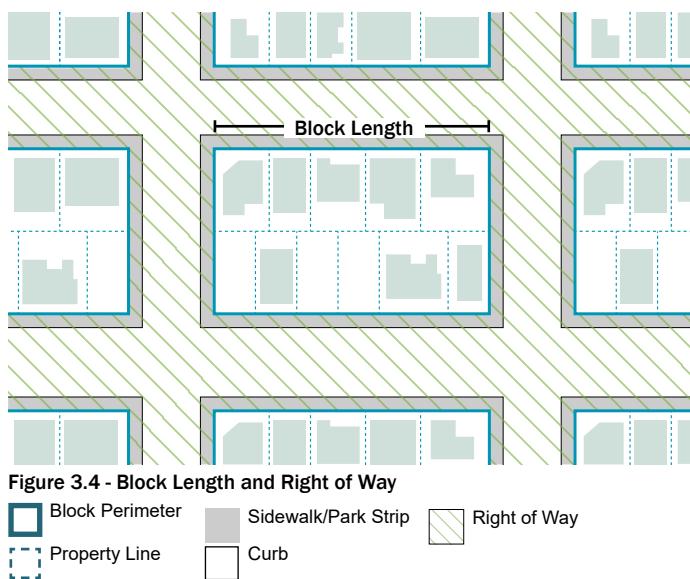
Olympia should prioritize active transportation connections to raise the effective connectivity of otherwise disconnected places.

Major land features such as drainageways, agricultural preserves and hilly or sloped areas can be opportunities for community-wide active transportation corridors.

3.0 Street Types & Design

Portions of this connectivity Overview and Guiding Principles are derived from the Utah Street Connectivity Guide, 2017.

- (4) Mid-Block Pedestrian Crossings. Mid-block pedestrian crossings may be utilized to cross streets within larger blocks in Town Centers and Village Centers.
 - (a) Mid-block pedestrian crossings should be located in the middle third of the block face.
- (5) In the case of topography (slopes greater than 15%), existing development, or other site specific issues, the Connectivity Preferences in Table 3.1 may be adjusted as needed by the administrator pursuant to the Master Development Agreement (MDA) to better accommodate development on the site.
- (6) The Connectivity preferences listed in Table 3.1 may be modified by the Administrator on a case-by-case basis pursuant to Master Development Agreement or Site plan/Subdivision Plat.
- (7) Definitions
 - (b) *Block*. A contiguous group of properties bounded by multiple thoroughfares, rights-of-way, railroads, water bodies or other similar features. The block's perimeter is formed by outer property lines of the properties within the block. (Figure 3.4)
 - (c) *Block Length*. The length of one side of a block between two streets. (Fig. 3.4). Will vary by Place Type to meet specific goals for different Place Types. See Table 3.1.
 - (d) *Block Perimeter*. The block perimeter is defined as the length of all sides of a block added together. (Figure 3.4).
 - (g) *Cul-de-sac*. A street ending in a vehicular turnaround whose roadway does not connect to other streets.
 - (i) *Major Street*. A street that **includes Major Local, Minor add Major Collectors and Major Arterials** shown on the Master Road Plan in the MDA.
 - (k) *Pedestrian Pathway*. A hard-surfaced, ADA-compliant path reserved for pedestrian or other non-motorized use. May be privately owned but must be publicly accessible to meet pedestrian pathway connectivity requirements.
 - (m) *Street*. A public thoroughfare including roads, highways, drives, lanes, avenues, places, boulevards or any other thoroughfare dedicated for public use that affords primary access to abutting properties.
 - (n) *Street Network*. System of interconnected streets that forms the framework for community development and transportation.
 - (o) *Stub Street*. A street that runs from an intersection to connect to a future adjacent development. (See Figure 3.5)



3.0 Street Types & Design

CONNECTIVITY PREFERENCES				
Place Type	Maximum Block Length (ft)*	Maximum Block Perimeter (ft)	Maximum Stub Street Spacing (ft)****	Cul-de-sac Maximum Length (ft)**
Commercial Center (CC)	1,000	3,000	1,000	N/A
Town Center (TC)	800	2,640	660	Not Allowed
Village Center (VC)	800	2,640	660	600
Neighborhood (N)	1,000	2,640	1,000	750
Parks and Open Space (OS)	N/A	N/A	***	750

Table 3.1 - Connectivity Preferences

Block Lengths and Block Perimeters shall be measured by vehicular routes (Streets and Alleys) and/or Pedestrian Paths thru Open Space corridors.

Longer Blocks may be considered and approved by City Staff above those maximums above if curved or angled streets are provided.

* Streets managed by UDOT with access management requirements or corridor agreements may create exceptions to block lengths;

** Cul-de-sacs may have a pedestrian pathway through to the other side of the block, where applicable.

** Cul-de-sac lengths may exceed 750' if special approval is granted by the Fire Authority and City Staff.

*** Any street network in the open space should connect directly to the surrounding street network where practical.

**** Stub street exemptions shall be granted when adjacent land would not be developed due to ownership, existing water bodies, topography or utility infrastructure.

Connectivity Preferences may be modified thru the Administrative Modification process set forth in the MDA.

3.0 Street Types & Design

3.9 Private Alley.

1. Intent.

The **Private Alley** is a very low capacity drive located at the rear of parcels. From the Alley, access to parking facilities, loading facilities, and service areas, such as refuse and utilities is possible without a curb cut or driveway interrupting a street type. Alleys are 20' of driveable surface and may be comprised of 18' of asphalt and two 12" concrete ribbon curbs or 20' of concrete. Refer to the typical plan and section in Figure 3.9.

2. General Requirements.

Private Alleys **shall** be developed using the standards in Table 3.9.

Connecting driveways must be a minimum driveway depth of 3' and a maximum of 5' (To prevent unwanted parking) or **20'** or deeper (To allow for parking clear of the alleyway edge).

Units cannot **front** or be addressed off of an alley.

Alley loaded Paseo lots that face a courtyard adjacent to a public/private street shall be addressed consecutively as if the lots were directly adjacent to the public/private street. If the Paseo lots are on the even numbered side of the public/private street, the even consecutive numbering would be assigned to each lot. Odd consecutive numbering would be assigned to lots adjacent to the opposite side of the road.

Maximum Dead End Length of an alley without a turn-around = 150'

Maximum Dead End Length of an alley with approved fire truck turn around = **350'**

Private Alley Requirements

Typical Right-of-Way/
Easement Width **20'**

Vehicular Realm (Privately Owned and Maintained)

Travel Lanes **1** yield lane

Lane Width **20'**

Allowable Turn Lanes Not applicable

Parking Lanes Not applicable

Pavement Width **18' - 20'**

Median No

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Shared; travel lanes are shared among drivers, pedestrians and bicyclists

Street Buffer None required

Access Type Provides Access?

Fire Apparatus No

Emergency Vehicles Yes

Maintenance/Service Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.9. **Private Alley Requirements.**

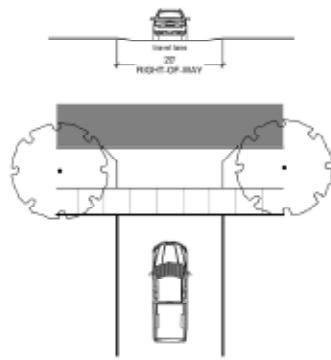


Figure 3.9. Typical **Private Alley**.

3.0 Street Types & Design

3.10 Private Lane

1. Intent.

A Lane is a low capacity Street Type that serves only those properties directly adjacent to it. Lanes will serve to connect private and/or public streets and can provide access to alleys. A lane is also considered a thru connector to reduce overall block lengths. Lanes can have designated realms for vehicular and pedestrian traffic, or these modes can share lanes given the low capacity and slow speed. Refer to the typical plan and section, Figure 3.10.(1) and the Typical Lane Application, Figure 3.10.(2)

2. General Requirements.

The Lane **shall** be developed using the standards in Table 3.10.

All Lane types may provide an option with Sidewalk on one side only.

Lane Requirements	
Typical Right-of-Way Width	21'-31'
Vehicular Realm (Privately Owned and Maintained)	
Anticipated Speed Limit = 20-25 mph	
Travel Lanes	2 yield lanes
Lane Width	10'
Allowable Turn Lanes	Not applicable
Parking Lanes	Not allowed
Pavement Width	16'
Median	No
Bicycle Facilities ¹	Shared
Pedestrian Realm	
Pedestrian Facilities	Optional minimum 5' wide clear attached sidewalk on one or both sides. Sidewalks are required wherever units front the Lane.
Street Buffer	None required
Access Type	Provides Access?
Fire Apparatus	No
Emergency	Yes
Maintenance/Service	Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.10. Lane Requirements.

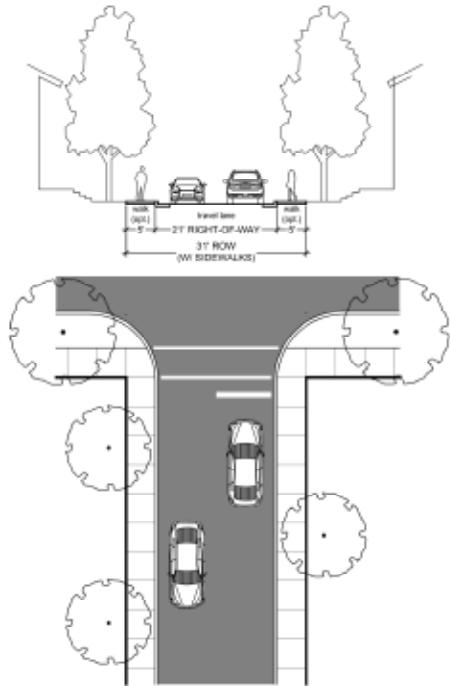


Figure 3.10.(1) Typical Lane.



Figure 3.10.(2) Typical Lane Application

3.0 Street Types & Design

3.11 Private Street A.

1. Intent.

This Private Street is a low capacity street designed for slow speeds with a private right-of-way. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on one side of the street where needed to serve adjacent uses. Refer to the typical plan and section, Figure 3.11.

2. General Requirements.

The Private Street **shall** be developed using the standards in Table 3.11.

Private Street A Requirements

Typical Right-of-Way Width 27'-37'

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Parallel allowed on one side of the street

Pavement Width 22'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm Optional minimum 5' wide clear sidewalk on one or both sides. **Sidewalks are required wherever units front the Private Street.**

Street Buffer None Required

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.11. Private Street A Requirements.

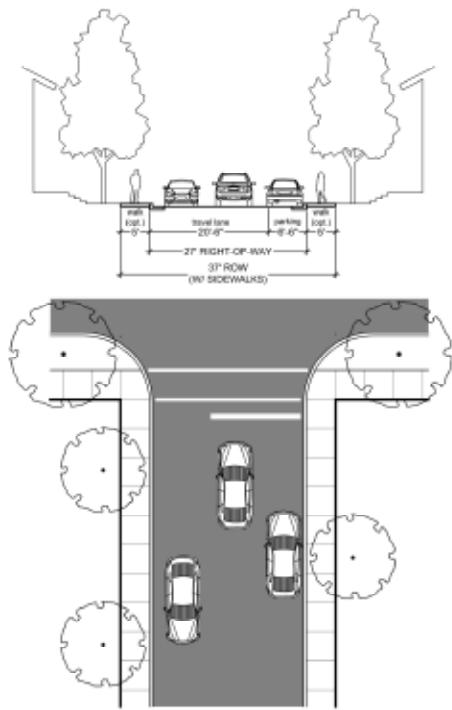


Figure 3.11. Typical Private Street A.

3.0 Street Types & Design

3.12 Private Street B.

1. Intent.

This Private Street is a low capacity street designed for slow speeds with a private right-of-way. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on two sides of the street where needed to serve adjacent uses. Refer to the typical plan and section, Figure 3.12.

2. General Requirements.

The Private Street **shall** be developed using the standards in Table 3.12.

Private Street B Requirements

Typical Right-of-Way Width 33'-43'

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Parallel allowed on both sides of the street

Pavement Width 28'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Optional minimum 5' wide clear sidewalk on one or both sides. **Sidewalks are required wherever units front the Private Street.**

Street Buffer None Required

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.12. Private Street B Requirements.

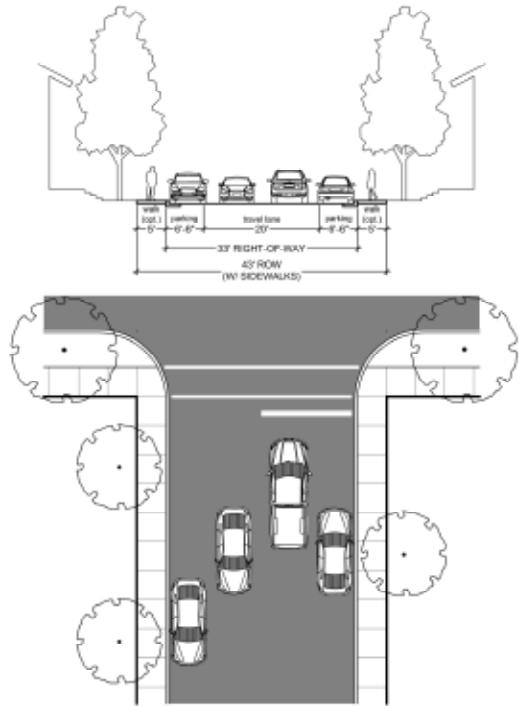


Figure 3.12. Typical Private Street B.

3.0 Street Types & Design

3.13 Private Street C.

1. Intent.

This Private Street is a low capacity street designed for slow speeds with a private right-of-way. It primarily serves those residences or businesses directly adjacent to it. The street provides for on-street parking on one side of the street where needed to serve adjacent uses as well as parkstrips and sidewalks on both sides of the street. Refer to the typical plan and section, Figure 3.13.

2. General Requirements.

The Private Street may be developed using the standards in Table 3.13.

Private Street B Requirements

Typical Right-of-Way 47'
Width

Vehicular Realm (Privately Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes Not applicable

Parking Lanes Parallel allowed on one side of the street

Pavement Width 22'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Minimum 5' wide clear sidewalk on both sides.

Street Buffer Minimum 5' wide landscape zone.

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.13. Private Street C Requirements.

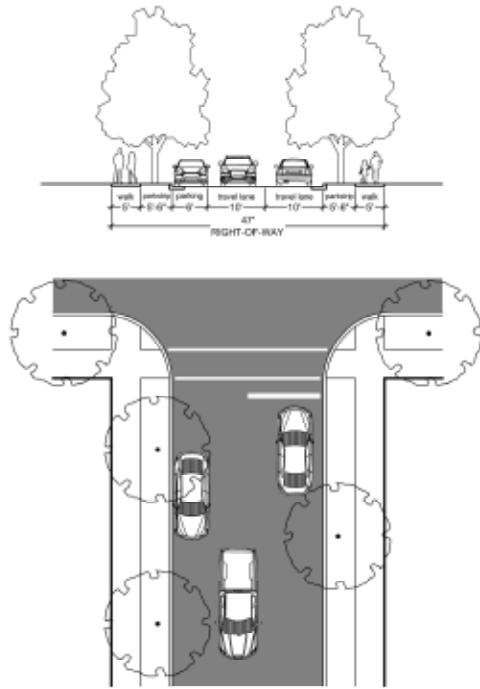


Figure 3.13. Typical Private Street C.

3.0 Street Types & Design

3.14 Minor Local Street.

1. Intent.

The Minor Local Street is a low capacity street designed for slow speeds with a standard right-of-way. It primarily serves those residences or businesses directly adjacent to it and provides connectivity from neighborhoods to other local or collector streets. Refer to the typical plan and section, Figure 3.14.

2. General Requirements.

The Minor Local Street **shall** be developed using the standards in Table 3.14.

Minor Local Street Requirements

Typical Right-of-Way Width 55'

Vehicular Realm (Publicly or Privately Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes 1 lane in each direction

Lane Width 10'

Allowable Turn Lanes At signalized Collector and larger streets

Parking Lanes Parallel allowed on both sides of street

Pavement Width 28'

Median Not Permitted

Bicycle Facilities ¹ Shared

Pedestrian Realm

Pedestrian Facilities Minimum 5' wide clear sidewalk on both sides

Street Buffer Minimum 6' wide Landscape Zone

Access Type Provides Access?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.14. Minor Local Street Requirements.

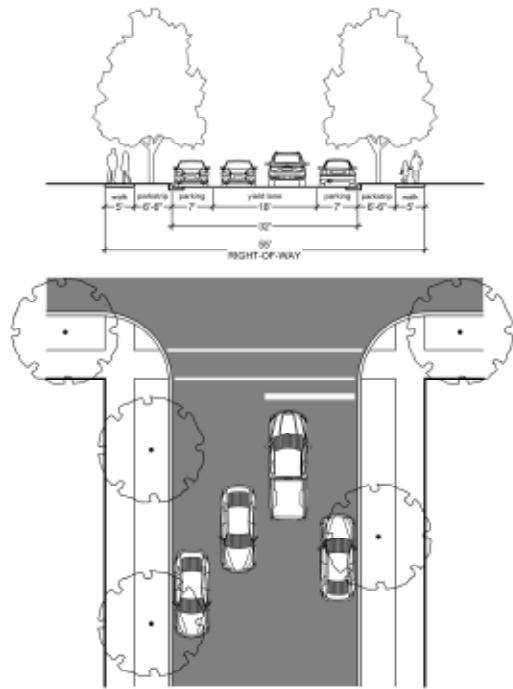


Figure 3.14. Typical Minor Local Street.

3.0 Street Types & Design

3.15 Major Local Street.

1. Intent.

The Major Local Street is a medium capacity street for slow speeds with a standard right-of-way. It primarily serves as a connector through street within more dense residential neighborhoods or commercial districts. The street provides parallel parking with parkstrips and walkway or with connected sidewalks providing pedestrian connection to higher intensity uses such as multi-family residential or commercial adjacent uses. Parallel parking may be provided on one or both sides of the street. The street also connects Neighborhood Streets to Major and Minor Collector Streets. Refer to the typical plan and section, Figure 3.15.

2. General Requirements.

Major Local Street **shall** be developed using the standards in Table 3.15.

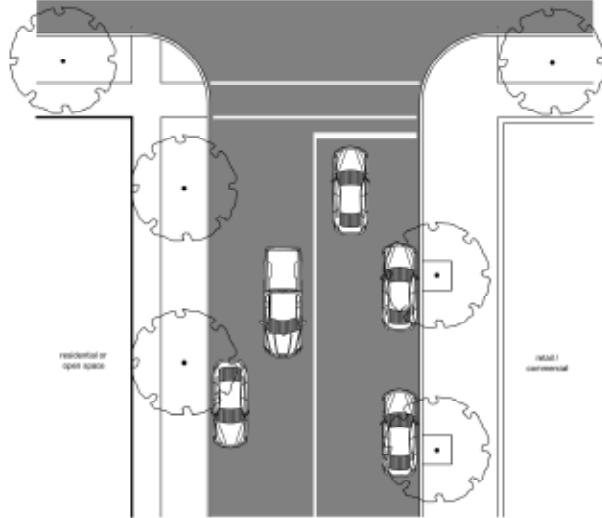
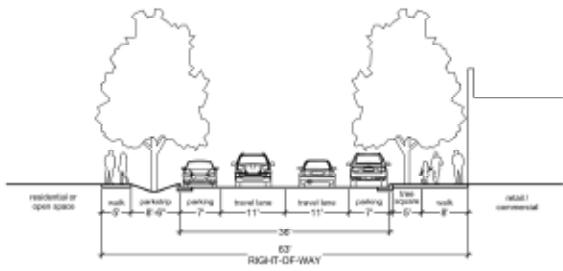


Figure 3.15. Typical Major Local Street.

Major Local Street Requirements

Typical Right-of-Way Width	63'
Vehicular Realm (Publicly Owned and Maintained)	
Anticipated Speed Limit = 25 mph	
Travel Lanes	1 lane in each direction
Lane Width	11'
Allowable Turn Lanes	Right permitted in place of parking at intersections.;
Parking Lanes	Parallel allowed on both sides of street.
Pavement Width	32'
Median	N/A.
Bicycle Facilities ¹	Shared
Pedestrian Realm	
Pedestrian Facilities	Minimum 5' or 8' wide clear sidewalk on both sides
Street Buffer	Minimum 8' wide landscape zone or 13' wide furnishings zone; adjacent to Residential Districts, Open Space Districts, the landscape zone is required.
Access Type	Provides Access?
Fire Apparatus	Yes
Emergency	Yes
Maintenance/Service	Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.15. Major Local Street Requirements.

3.0 Street Types & Design

3.16 Major Local Urban Street A.

1. Intent.

The Major Local Urban Street A is a medium capacity street for slow speeds with a standard right-of-way. It primarily serves as a connector through street within more dense residential neighborhoods or commercial districts. The street **accommodates** 45 degree angled or parallel parking with connected sidewalks providing pedestrian connection to adjacent uses. Angled or parallel parking may be provided on one or both sides of the street. The street also connects Neighborhood Streets to Major and Minor Collector Streets. Refer to the typical plan and section, Figures 3.16.(1) and 3.16.(2).

2. General Requirements.

Major Local Urban Street A **shall** be developed using the standards in Table 3.16.

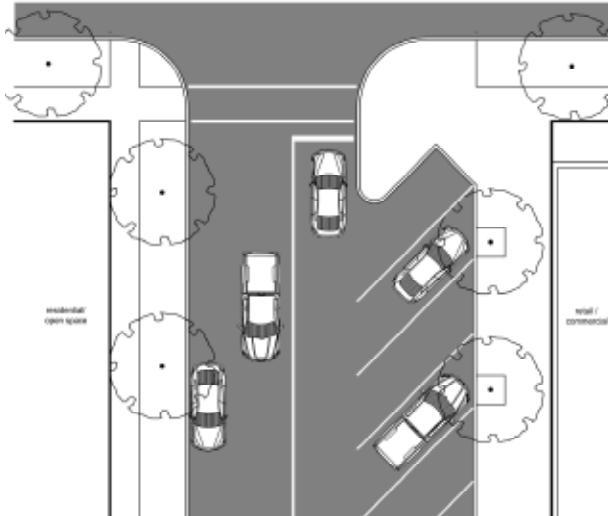
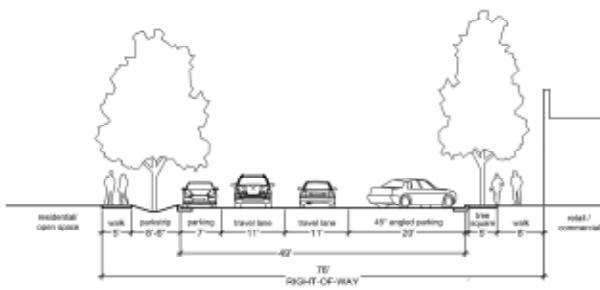


Figure 3.16.(1). Typical Major Local Urban Street A with Parking on one side.

Major Local Urban Street A Requirements

Typical Right-of-Way Width 76'-89'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes	1 lane in each direction
Lane Width	11'
Allowable Turn Lanes	Right permitted in place of parking at intersections.
Parking Lanes	Parking allowed on both sides of street.
Pavement Width	45'
Median	N/A.
Bicycle Facilities ¹	Shared
Pedestrian Realm	
Pedestrian Facilities	Minimum 5' or 8' wide clear sidewalk on both sides.
Street Buffer	Minimum 8' wide planting zone or 13' wide furnishings zone; adjacent to Residential Districts, Open Space Districts, the landscape zone is required.
Access Type	Provides Access?
Fire Apparatus	Yes
Emergency	Yes
Maintenance/Service	Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.16. Major Local Urban Street A Requirements.

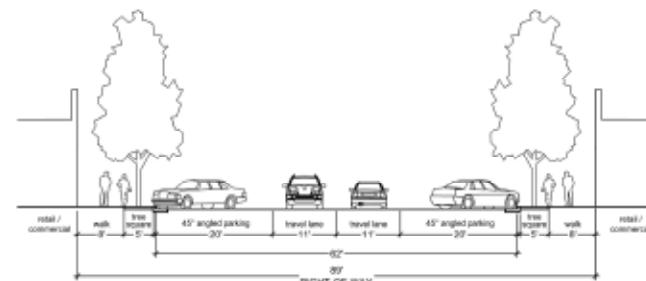


Figure 3.16.(2). Typical Major Local Urban Street A Alternative with Angled Parking on both sides

3.0 Street Types & Design

3.17 Major Local Urban Street B.

1. Intent.

The Major Local Urban Street B is a medium capacity street for slow speeds with a standard right-of-way. It primarily serves as a connector through street within more dense residential neighborhoods or commercial districts. The street **accommodates** 45 degree angled **or parallel** parking with connected sidewalks providing pedestrian connection to adjacent uses. Angled **or parallel** parking may be provided on one or both sides of the street. The street also connects Neighborhood Streets to Major and Minor Collector Streets. Refer to the typical plan and section, Figure 3.17.

2. General Requirements.

Major Local Urban Street B may be developed using the standards in Table 3.17.

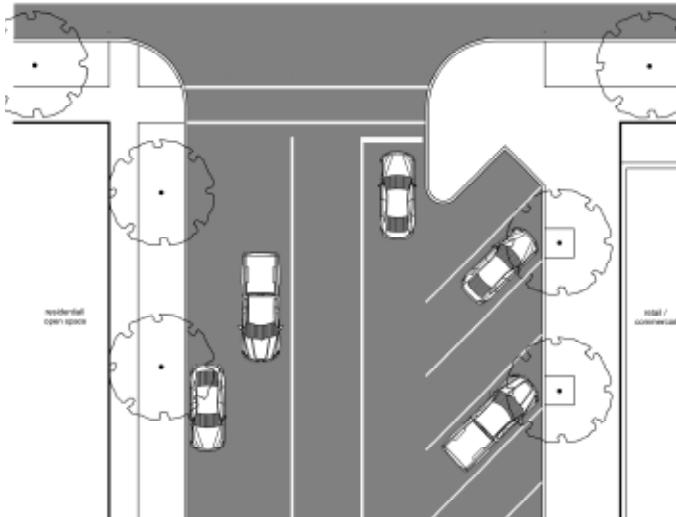
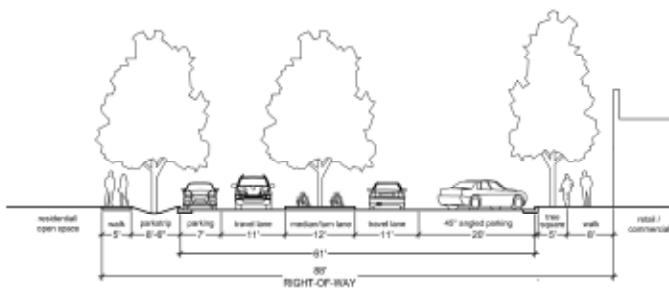


Figure 3.17.(1). Typical Major Local Urban Street B with **Parking on one side**.

Major Local Urban Street B Requirements

Typical Right-of-Way Width 88'-101'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 25 mph

Travel Lanes	1 lane in each direction
Lane Width	11'
Allowable Turn Lanes	Right permitted in place of parking at intersections.
Parking Lanes	Parking allowed on both sides of street.
Pavement Width	70'
Median	Permitted.
Bicycle Facilities ¹	Shared
Pedestrian Realm	
Pedestrian Facilities	Minimum 5' or 8' wide clear sidewalk on both sides.
Street Buffer	Minimum 8' wide planting zone or 13' wide furnishings zone; adjacent to Residential Districts, Open Space Districts, the landscape zone is required.
Access Type	Provides Access?
Fire Apparatus	Yes
Emergency	Yes
Maintenance/Service	Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.17. Major Local Urban Street B Requirements.

3.0 Street Types & Design

3.18 Minor Collector.

1. Intent.

The Minor Collector is a medium to high capacity street for higher speeds with a wider right-of-way. It will only be utilized in 2 locations (refer to the Master Roads Plan) and serves to provide cross community connections to and thru Olympia. Refer to the typical plan and section in Figure 3.18.

2. General Requirements.

Minor Collector **shall** be developed using the standards in Table 3.18.

Residential driveways are not allowed access off of Minor Collectors.

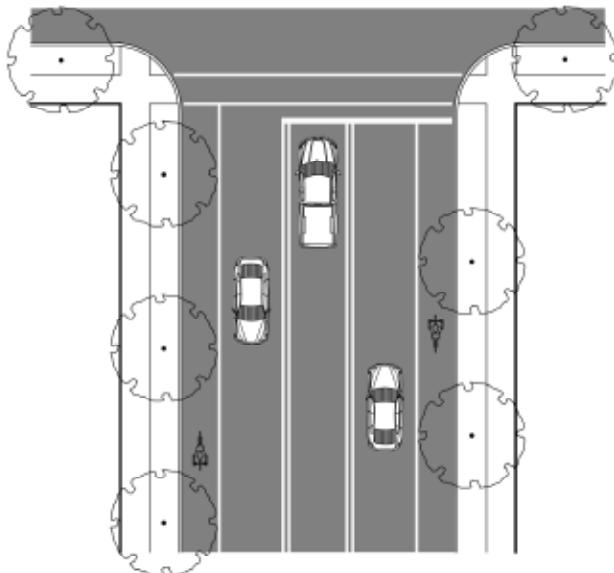
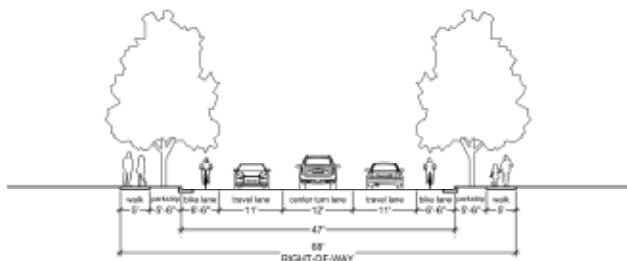


Figure 3.18. Typical Minor Collector.

Minor Collector Requirements

Typical Right-of-Way Width	68'
Vehicular Realm (Publicly Owned and Maintained)	
Anticipated Speed Limit = 30-35 mph	
Travel Lanes	1 lane in each direction
Lane Width	11'
Allowable Turn Lanes	Right turn from existing travel lane; left with turn lane/median.
Parking Lanes	Not Allowed
Pavement Width	43'
Median	Permitted.
Bicycle Facilities ¹	Dedicated bike lane.
Pedestrian Realm	
Pedestrian Facilities	Minimum 5' wide clear sidewalk on both sides
Street Buffer	Minimum 5' wide landscape zone.
Access Type	Access provided?
Fire Apparatus	Yes
Emergency	Yes
Maintenance/Service	Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.18. Minor Collector Requirements.

3.0 Street Types & Design

3.19 Major Collector.

1. Intent.

The Major Collector is a medium to high capacity street for higher speeds with a wider right-of-way. It serves all types of development and provides cross community connections. Refer to the typical plan and section in Figure 3.19.

2. General Requirements.

Major Collectors **shall** be developed using the standards in Table 3.19.

Residential driveways are not allowed access off of Major Collectors.

Major Collector Requirements

Typical Right-of-Way 86'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 30-35 mph

Travel Lanes 1 lane in each direction

Lane Width 11'

Allowable Turn Lanes Right permitted in place of parking/shoulder at intersections; left with turn lane/median.

Parking Lanes Parallel allowed on both sides of street;

Pavement Width 55'

Median Permitted.

Bicycle Facilities¹ Dedicated bike lane.

Pedestrian Realm

Pedestrian Facilities Minimum 5' wide clear sidewalk on both sides. Walks may be relocated to within any adjacent Parks/Open Spaces.

Street Buffer Minimum 8' wide **landscape** zone or furnishings zone; adjacent to Residential Districts, Open Space Districts, the **landscape** zone is required

Access Type Access Provided?

Fire Apparatus Yes

Emergency Yes

Maintenance/Service Yes

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.19. Major Collector Requirements.

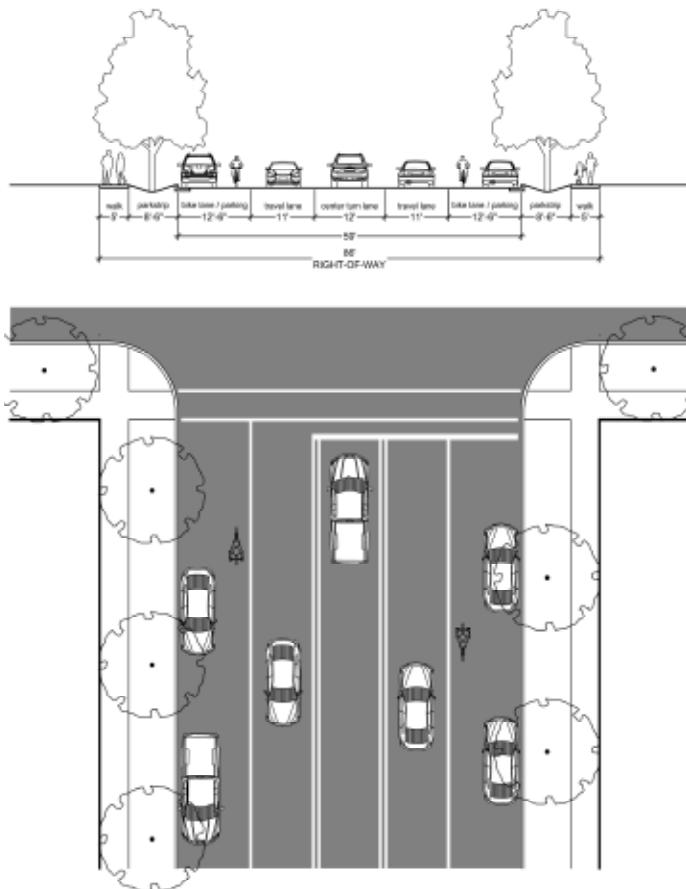


Figure 3.19. Typical Major Collector.

3.0 Street Types & Design

3.20 Major Arterial.

1. Intent.

The Major Arterial is a high capacity street for higher speeds with a wider right-of-way. It serves all types of development and provides crosstown connections. Bicycle facilities should generally be included on Major Arterial street types to provide dedicated bikeways on major corridors. Refer to the typical plan and section, Figure 3.20.

2. General Requirements.

Major Arterials **shall** be developed using the guidelines in Table 3.20.

Residential driveways are not allowed access off of Major Arterials.

Major Arterial Requirements

Typical Right-of-Way 120'

Vehicular Realm (Publicly Owned and Maintained)

Anticipated Speed Limit = 40 mph

Travel Lanes Up to 2 lanes each direction.

Lane Width 11'-6" - 12'.

Allowable Turn Lanes Right permitted with shared bike lane at intersections; left with turn lane/median.

Parking Lanes Not Permitted.

Pavement Width 81' (Includes Median)

Median Permitted, 14' wide.

Bicycle Facilities ¹ Dedicated Bike Lane.

Pedestrian Realm

Pedestrian Facilities Minimum 8' wide clear sidewalk on both sides.

Buffer Minimum 8' wide landscape zone or furnishings zone, both sides; adjacent to Residential Districts, Open Space Districts, the **landscape** zone is required

¹ Reference 3.4 for bicycle facility types and requirements

Table 3.20. Major Arterial Requirements.

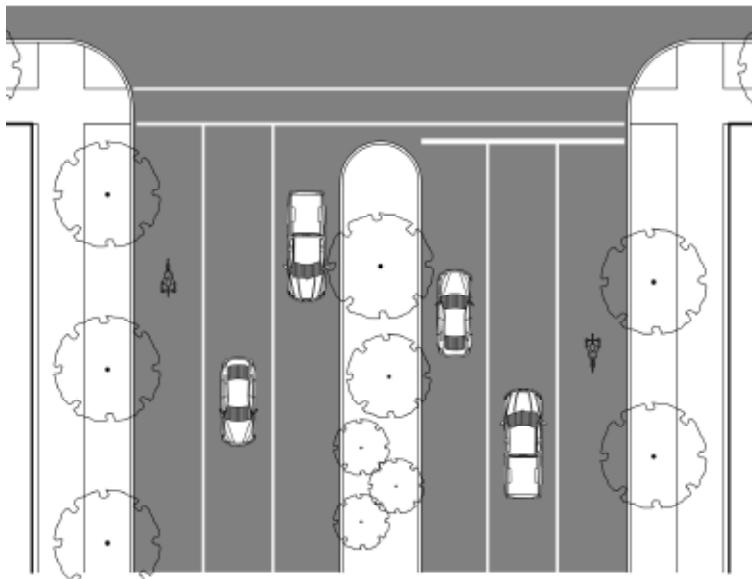
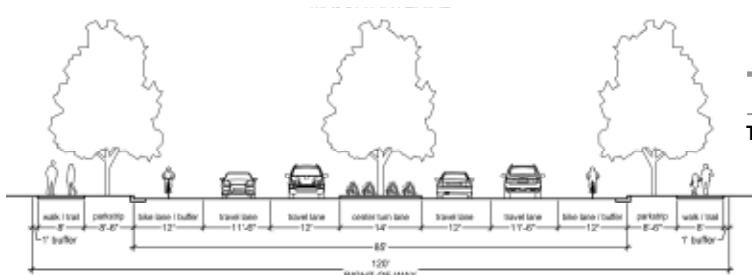


Figure 3.20. Typical Major Arterial.

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4.0 Parks, Trails & Open Space

4.0 Parks, Trails & Open Space

1. Intent.

Olympia intends to provide Parks, Trails and Open Space as an amenity that promotes physical and environmental health within the community and to provide each household with access to a variety of active and passive Parks, Trail and Open Spaces. This also includes providing connections to existing and proposed trails, including trails into Butterfield Canyon.

2. General Requirements.

- (1) Ownership and Maintenance. Olympia should use a variety of strategies to manage and maintain open space, including: public/private partnerships, intergovernmental agreements, community associations, and other arrangements. Ownership and Maintenance responsibilities will be determined at the time of subdivision or site plan approval. ~~but all publicly-accessible parks adjacent to a public street shall be owned and maintained by Herriman City or Salt Lake County.~~
- (2) Olympia parks and open space system will afford residents with parks, open space, and trails through various sizes of parks, including community parks, and neighborhood or local parks, distributed throughout the project area.
- (3) If a regional park is provided within the project, it should be planned to accommodate transit stops, and may include natural resources such as creeks.
- (4) Smaller community and neighborhood parks and recreation facilities will be distributed through the project to provide park facilities within walking proximity of residents. Community parks should be located near transit stops and/or recreation facilities whenever possible. Smaller neighborhood parks are intended to be primarily focused on serving walk-to or bike-to recreation needs for residents within close proximity.
- (5) Connections to existing or planned trails or parks and open spaces should be made when the park or open space abuts an existing or planned Trail right-of-way or other civic open space or park.
- (6) Parks, Trails and Open Space Plan submittals will be provided with each Site Plan or Subdivision application as outlined in the MDA application process and may include the following:
 - (a) Parks Plan. Show park type, general location and size of planned parks including proposed park amenities.
 - (b) Trails Plan. Show trail connections to key destinations such as schools, parks and other community facilities, the intended uses/modes of travel for each segment of trail and the material and width of trails.
 - (c) Open Space Plan. Show general location, size and function of open spaces.

Qualifying Uses for Open Space	
Use	Meets Open Space Requirements
Trails within Parks	Yes
Trails in Open Space	Yes
Ball courts	Yes
Nature Preserve	Yes
Lake or Pond	Yes
Splash Pad	Yes
Dog Park	Yes
Farm or Agricultural Lands	Yes
Pavilions	Yes
Stormwater for Parks **	Yes
Stormwater for Development	Yes
Stormwater in Common Areas	Yes
Parking for Parks	Yes
Public Plazas	Yes
Public Courtyards	Yes
Landscape around Commercial Buildings	Yes
Recreation Center Buildings	Yes
Playgrounds	Yes
Restricted Common Areas for Developments	Yes
Amphitheater	Yes
Sports Fields	Yes
Community Pools & Pool Areas	Yes
Institutional Green Space	Yes
Community Garden	Yes
Cemetery	Yes

* Additional Qualifying Uses may be approved by the Administrator with input provided by the Parks and Recreation Department.

** When adequate underground storage is provided per the MDA

Table 4.1. Qualifying Open Space Uses

4.0 Parks, Trails & Open Space

3. Parks.

A Park is defined as a non-commercial, public or private facility. Parks may include programming and facilities that support active and passive recreation. Commercial uses are allowed inside parks with the approval of City Staff. Qualifying uses can be found in Table 4.1.

- (1) All dwelling units shall have at least one Park no greater distance than one-quarter (1/4) mile radius away as measured from property lines. Parks should be planned and phased in such a way that residents have a completed park no greater than one-quarter (1/4) mile radius away from their home within three years of completion of their home.
 - (a) Changes to this standard in subsection 4.3 (1) allowing up to 1/2 mile radius **may be allowed if the Park provided is a 10 acre minimum Park or as allowed by the Administrator.** Any distance greater than 1/2 mile radius requires Planning Commission approval.
- (2) All public parks shall meet City park construction standards.

4. Open Space.

Open Space is defined as land preserved for the **public's benefit purpose** of conservation, preservation, agriculture, resource enhancement, recreation, **enhancing value to the** providing public access to adjacent parks or preserves, or otherwise providing a buffer to adjacent properties. Qualifying uses can be found in Table 4.1.

- (1) The required amount of Open Space shall be provided as outlined within the MDA. Changes to these requirements require City Council approval.
- (2) Portions of any institutional property may count toward the required overall amount of Open Space to the extent that the owner of Institutional lands and the City enter into a long-term agreement satisfactory to both parties wherein those portions of Institutional lands are open and available to the public for programmable use at no charge on a regular prescribed basis.
- (3) Agricultural **Lands, Ag-buildings**, and small garden areas within agricultural use areas will count towards Open Space requirements, but any Agricultural impervious surfaces do not count toward requirements.



Fig. 4.1 - Open Space Precedent Image

5. Trails.

A Trail is defined as a path physically separated from motor vehicle traffic by open space, landscape or a barrier for non-motorized travel such as walking, jogging, biking, skateboarding or other similar modes of transportation. Trail systems should work with the street network and sidewalk system to enhance community connectivity.

- (1) Trails should be implemented in existing stream corridor buffers, where possible. These trails should connect to the street network and sidewalk system.
- (2) Trails should connect Olympia with major natural assets, such as Butterfield Canyon.
- (3) **Generally, a connected street network should take priority over a continuous trail system, with the exception of the 6400 West trail corridor and the Butterfield Creek east/west trail corridor as shown on the Trails Plan. Within these corridors, street crossings should be minimized where feasible.**
- (4) Trails may run parallel to streets where they should either replace the sidewalk, or add an additional pathway.
- (5) All trails shall be open to the public.
 - (a) Changes to this standard in subsection 4.5 (5) requires Administrator approval.



Fig. 4.2 (1) & (2) - Trail/Path Type Precedent Images



Fig. 4.3 - Trail Connection at the end of a Cul-de-sac



Fig. 4.4 - Multi-Use Trail Precedent Image

4.0 Parks, Trails & Open Space

6. Stormwater in Parks & Open Spaces.

- (1) Developed stormwater detention/retention facilities may count towards the Open Space required in section 4 of this chapter when adequate underground storage is provided per the MDA.
- (2) To be considered Open Space, stormwater retention facilities must at minimum be engineered in accordance with industry and City standards. Stormwater facilities should be designed as formal or natural amenities with additional uses, such as amphitheaters, ponds, creeks, dry riverbeds, rain gardens, **dog parks**, play areas and courts, playgrounds and more.

7. Definition of Requirements.

The following further explains or defines the requirements included in Tables 4.8 (1) through 4.14 (1) for each Park/Open Space type. Park types are also identified as to current Herriman City Park type categories. Park standards should follow those identified within this document. Refer to each table for the specific requirements of each Open Space type.

- (1) Improvements. The following types of development and improvements may be permitted on a Park/Open Space Type.
 - (a) Designated Sports Fields Permitted. Sport fields, ball courts, or structures designated for one or more particular sports including, but not limited to, baseball fields, softball fields, soccer fields, basketball courts, football fields, tennis courts, pickle ball courts, climbing walls, and skate parks are permitted.
 - (b) Playgrounds Permitted. Playgrounds include a defined area with play structures and equipment typically for children, such as slides, swings, climbing structures.
 - (c) Fully Enclosed Structures Permitted. Fully enclosed structures may include such uses as park offices, maintenance sheds, community centers, and rest rooms.
(ii) Maximum Area. For some civic Open Space types, fully enclosed structures are permitted, but limited to a maximum building coverage as a percentage of the Open Space area.
 - (i) Semi-Enclosed Structures. Open-air structures, such as



Figure 4.5. Stormwater Park Feature Precedent Image

gazebos, are permitted in all Open Space types.

- (d) Minimum number of Parks Amenities. The minimum number of amenities that must be included in each park type. Table 4.2 contains a list of park amenities that could be included in a park. Each amenity listed below may be counted individually. For example 2 park bences shall count as 2 qualifying amenities. This list is not exhaustive, and other thoughtful and creative amenities are encouraged to be used, as approved by City Staff.
- (e) **Parking.** **Parking shall be provided within parks as necessary based on the park programming elements and in coordination with City Staff.**

Qualifying Parks Amenities

Playground

Restroom

Drinking Fountain

Dog Park

Sports Field (Soccer, Softball, etc.)

Sports Court (Tennis, Pickleball, Basketball, etc.)

Pavilion

Bench or Seating

Gazebo

Interactive Water Feature (Splash Pad, etc.)

Decorative/Ornamental Water Feature

Amphitheater

Lake or Pond

Jogging/Walking Path

BBQ Grills

Picnic Tables

Community Garden

Memorial

Fitness Equipment

Skate Park (or Skateable Features)

BMX Track

Table 4.2. Qualifying Park Amenities

4.0 Parks, Trails & Open Space



Figure 4.8 (1). Typical Plaza.

4.8 Plaza. (Local Park)

1. Intent.

To provide a formal Park or Open Space of medium scale to serve as a gathering place for civic, social, and commercial purposes. The Plaza may contain a greater amount of impervious coverage than any other Open Space Type. Special features, such as fountains and public art installations, are encouraged.

2. Plaza Requirements

(1) Dimensions

Minimum Size (acres)	0.25
----------------------	------

Maximum Size (acres)	2
----------------------	---

(2) Improvements

Designated Sports Fields Permitted	Not permitted
------------------------------------	---------------

Playgrounds Permitted	Permitted
-----------------------	-----------

Fully Enclosed Structures Permitted	Permitted; maximum 10% of area
-------------------------------------	--------------------------------

Minimum Number of Park Amenities	1
----------------------------------	---

Table 4.8. Plaza Requirement.



Figure 4.8 (2). Plaza Example.

4.0 Parks, Trails & Open Space

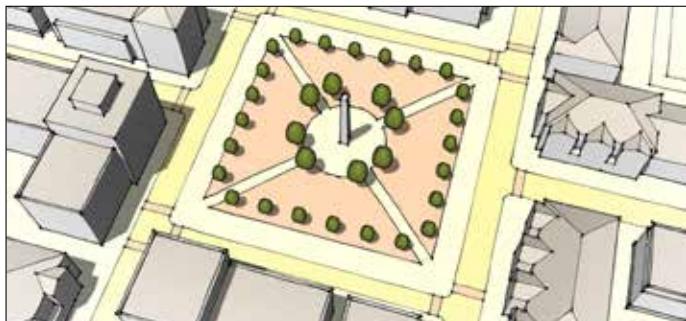


Figure 4.9 (1). Typical Square.

4.9 Square. (Local Park)

1. Intent.

To provide a formal Park or Open Space of medium scale to serve as a gathering place for civic, social, and commercial purposes. Squares are rectilinear in shape and are bordered on all sides by a vehicular right-of-way, which together with building facades creates its definition.

2. Square Requirements

(1) Dimensions

Minimum Size (acres) 0.25

Maximum Size (acres) 5

(2) Improvements

Designated Sports Fields Permitted Not permitted

Playgrounds Permitted Permitted

Fully Enclosed Structures Permitted Permitted; maximum 10% of area

Minimum Number of Park Amenities 1

Table 4.9. Square Requirement.



Figure 4.10 (1). Typical Small Park Layout.

4.10 Small Park. (Local Park)

1. Intent.

To provide informal, small to medium scale active or passive recreation for neighborhood residents within walking distance, mainly fronted by streets.

2. Small Park Requirements

(1) Dimensions

Minimum Size (acres) .50

Maximum Size (acres) 5

(2) Improvements

Designated Sports Fields Permitted Permitted

Playgrounds Permitted Permitted

Fully Enclosed Structures Permitted Permitted

Minimum Number of Park Amenities 2

Table 4.10. Commons/Green Requirements.



Figure 4.9 (2). Square Example.



Figure 4.10 (2). Small Park Example.

4.0 Parks, Trails & Open Space



Figure 4.11 (1). Typical Pocket Park Layout.

4.11 Pocket Park. (Local Park)

1. Intent.

To provide small scale, primarily landscaped active or passive recreation and gathering space for neighborhood residents within walking distance.

2. Pocket Park Requirements

(1) Dimensions

Minimum Size (acres)	0.10
Maximum Size (acres)	1

(2) Improvements

Designated Sports Fields Permitted	Not permitted
Playgrounds Permitted	Permitted
Fully Enclosed Structures Permitted	Not permitted
Minimum Number of Park Amenities	1

Table 4.11. Pocket Park Requirements.



Figure 4.12 (1). Typical Neighborhood Park.

4.12 Neighborhood Park. (Neighborhood Park)

1. Intent.

To provide informal active and passive large-scale recreational amenities to local residents and the greater region. Parks have primarily natural plantings and are frequently created around an existing natural feature such as a water body or stands of trees. Parks may include water features.

2. Neighborhood Park Requirements

(1) Dimensions

Minimum Size (acres)	2.5
Maximum Size (acres)	None

(2) Improvements

Designated Sports Fields Permitted	Permitted
Playgrounds Permitted	Permitted
Fully Enclosed Structures Permitted	Permitted, minimum 5 acre Park required
Minimum Number of Park Amenities	5

Table 4.12. Park Requirements..



Figure 4.11 (2). Pocket Park Example.



Figure 4.12 (2). Neighborhood Park Example.

4.0 Parks, Trails & Open Space



Figure 4.13 (1). Typical Greenway.



Figure 4.14 (1) Regional Park

4.13 Greenway. (Community Park)

1. Intent.

To provide informal, primarily natural linear open spaces that serve to enhance connectivity between open space types and other uses. Greenways are linear open spaces that often follow a natural feature, such as a river, stream, ravine, or man-made feature, such as a vehicular right-of-way.

2. Greenway Requirements	
(1) Dimensions	
Minimum Size (acres)	1
Maximum Size (acres)	None
(2) Improvements	
Designated Sports Fields Permitted	Permitted
Playgrounds Permitted	Permitted
Fully Enclosed Structures Permitted	Permitted
Minimum Number of Park Amenities	0

Table 4.13. Greenway Requirements.



Figure 4.13 (2). Greenway Example.



Figure 4.14 (2). Regional Park Example.

5.0 Site Design

5.0 Site Design

1. Intent.

Olympia intends to promote and encourage site layouts that balance the needs of pedestrians, drivers and cyclists while creating a good environment for individuals and community activities such as shopping, eating, recreation, community events and socializing.

The site standards outlined in this section are designed to meet the following set of goals.

- (1) Create sites that provide mobility throughout the site for pedestrians, bicyclists, transit and automobiles.
- (2) Promote sense of place and identity
- (3) Foster commercial success and positive pedestrian and community experiences
- (4) To encourage project design best practices
- (5) To promote livability

2. Setbacks.

Building Setbacks will be used to enhance the pedestrian environment on the street by placing buildings at an appropriate distance from the sidewalk. See Table 5.1 for Building Setbacks.

3. Connectivity Requirements.

- (1) Cross Access. All commercial development should be designed to allow for cross-access to adjacent properties to encourage shared parking and shared access points. When cross-access is deemed impractical by the City on the basis of topography, the presence of natural features, or vehicular safety factors, this requirement may be waived.

Residential Setbacks

Land Use	Product Type	Front Porch	Front Living	Max. Front	Front Garage	Side* [▲]	Rear (Living or Garage)	Corner
Neighborhood	Single Family Front Load	10	15	25	20	10	10	10
	Multi-Family Front Load	10	10	20	20	10	10	10
	Single Family Rear Load	10	10	20	NA	10	3-5 or 20	10
	Multi-Family Rear Load	10	10	20	NA	10	3-5 or 20	10
Village Center	Single Family Front Load	10	10	20	20	6	10	10
	Multi-Family Front Load	8 ⁺	8 ⁺	18	20	6	10	10
	Single Family Rear Load	8 ⁺	8 ⁺	18	NA	6	3-5 or 20	10
	Multi-Family Rear Load	6 ⁺	8 ⁺	18	NA	6	3-5 or 20	10
Town Center	Single Family Front Load	10	10	20	20	4	10	8 ⁺
	Multi-Family Front Load	8 ⁺	8 ⁺	18	20	6	10	8 ⁺
	Single Family Rear Load	0 ⁺ /5 ^{**}	0 ⁺ /5 ^{**}	15	NA	4	3-5 or 20	8 ⁺
	Multi-Family Rear Load	0 ⁺ /5 ^{**}	0 ⁺ /5 ^{**}	15	NA	4	3-5 or 20	8 ⁺

Commercial Setbacks

Land Use	Front	Side	Rear	Corner	Neighborhood Land Use Adjacent
Neighborhood	0 ⁺	0 ⁺	0 ⁺	0 ⁺	30
Village Center	0 ⁺	0 ⁺	0 ⁺	0 ⁺	10
Town Center	0 ⁺	0 ⁺	0 ⁺	0 ⁺	10
Commercial Center	0 ⁺	0 ⁺	0 ⁺	0 ⁺	10

Table 5.1. Building Setbacks.

Notes:

Setbacks may be reduced with City Council Approval to accommodate topo, site conditions, product type, etc. Maximum Front Setback requirements may be modified to accommodate for irregular shaped lots.

* Side pop outs and front porch may encroach into side setback.

** Measured to Ground Level Structure (upper levels may be at 0' setback).

[▲] Distance is total separation measured between foundations. Not between lot lines.

⁺ If allowed by PUE.

5.0 Site Design

(2) Alley Standards

- (a) Where Alleys can be accommodated, a continuous network of Alleys should be planned to connect the service side of commercial and/or other buildings.
- (b) A continuously connected rear or side circulation aisle within a parking area may provide an acceptable alley alternative where exceptional circumstances or existing conditions are present. Cross access easements between parking areas should be provided and coordinated with neighboring land owners and the City.

(3) Sidewalks and Trails. All building front entryways should have a continuous connection to the street sidewalk.

(4) Modifications to this section 5.3 may be made by the Administrator based upon the principles/intent of the section.

4. Parking.

(1) Parking Requirements. See Exhibit F within the MDA for all parking requirements.

5. Site Furnishings.

(1) Applicability. Site furnishings are applicable in the following Place Types: Village Centers, Town Centers, Commercial Centers **and Open Spaces**.

- (a) All site furnishings shall be specified on the plans at site plan application.
- (c) Tables and Seating. Restaurants and food venues are encouraged to provide outdoor seating.

6. Single Family Residential and Townhome Site Design.

The primary factor that influences site design for single family houses and townhomes is the method of parking access and garage location. There are two types of methods allowed, including parking access from the street, and parking access from an alley.

(1) Single Family Residential

- (a) Parking Access via Street. The following standards apply to detached single family units where the garage is accessed from the street in front of the house, or from the side street on corner lots. See Figure 5.2.
 - (i) Garage door width should not be more than 70% of the overall building width.
 - (ii) Changes to these standards may be modified as needed by the Administrator.
- (b) Parking Access via Alley. Garages may also be located in the rear of the property and accessed through a rear alley. See Figure 5.3.
- (c) Street Frontage Requirement. For all detached single family units, the building should cover 60% or more of the street frontage at the building setback, as defined by the width of the building, divided by the width of the parcel. This does not apply to corner lots or irregularly shaped lots. See Figure 5.4.

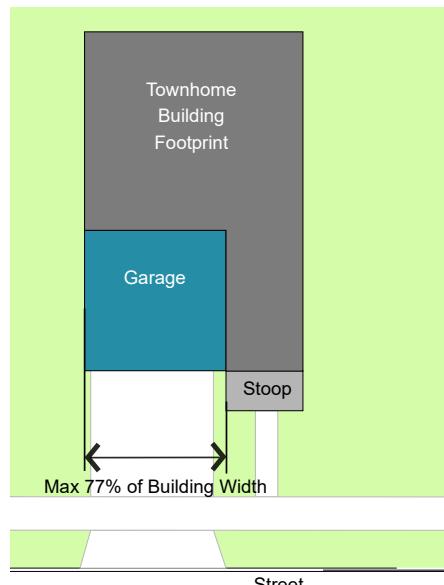


Figure 5.1 Townhome with Parking Access via Street

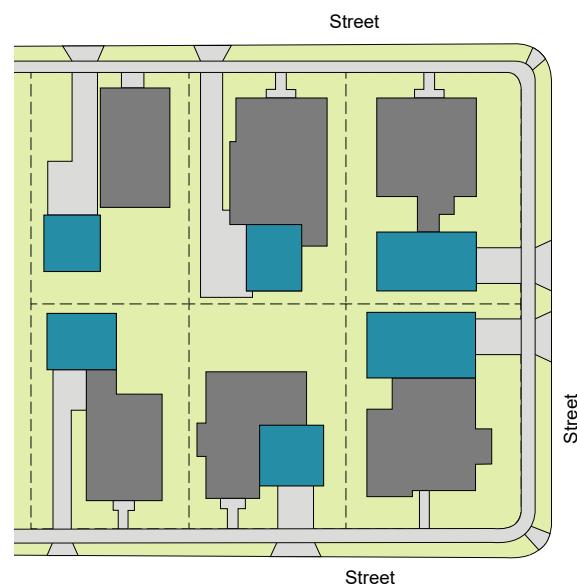


Figure 5.2 Single Family Residential Parking Access via Street

5.0 Site Design



Figure 5.3 Single Family Residential Parking Access via Alley

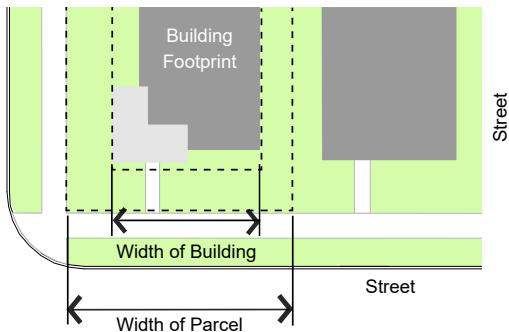


Figure 5.4 Measuring Front Property Line Coverage

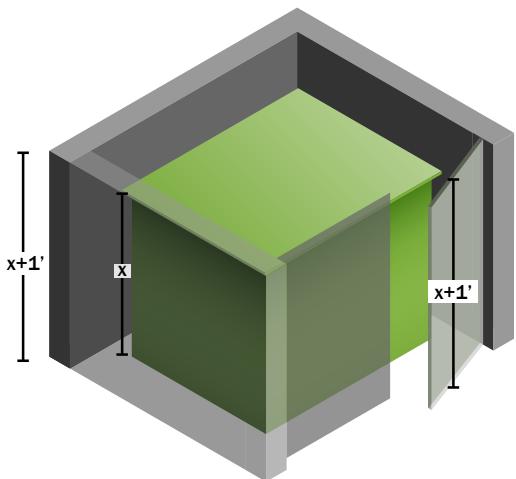


Figure 5.5. Dumpster Enclosure

(2) Townhome

- (a) **Parking Access via Street.** The following standards apply to townhome units where the garage is accessed from the street in front of the house. See Figure 5.1.
 - (i) Garage door width should not be more than 77% of the overall building width.
 - (ii) A sidewalk should be provided that has a continuous connection to the street sidewalk.
 - (iii) Changes to these standards may be modified as needed by the Administrator.
- (b) **Parking Access via Alley.** Garages may also be located in the rear of the building and accessed through a rear alley. No alley garage approaches are allowed between 5' and 20' long.

(3) Changes to this section 6.6 requires Planning Commission approval.

7. Fencing.

- (1) No fencing that is parallel to any sidewalk shall be within two feet of the edge of the sidewalk.
- (2) **Height.** Rear fencing shall be a maximum height of 75 inches, unless approved or directed by the City, for such circumstances as proximity to a railroad right-of-way or utility lot.
- (3) **Front yards.** Front yard fence height shall be a maximum height of 36 inches, and the fence opacity shall be no greater than 60%.
- (4) **Type.** Chain-link fencing is not permitted along any street frontage, with the exception of schools, dedicated sports field or court fencing approved by the City.
- (5) **Submittals.** Proposed Fence types, including heights, materials and color shall be provided with each project submittal.
- (6) Changes to this section 6.7 requires Planning Commission approval.

8. Trash Enclosure Standards.

- (1) All garbage dumpsters should be located to provide adequate access for trash removal but should be located as far from any adjacent residential uses as possible. The dumpsters shall be enclosed by a masonry wall or architectural design with materials that are consistent with the building. The enclosure gate shall be metal and accessible to service vehicles. No slatted chain-link gates will be allowed. The enclosure wall and gate shall be a minimum of 12" higher than the trash receptacle bin. See figure 5.5.
- (2) Changes to this section 6.6 requires Planning Commission approval.

9. Lighting.

- (1) All lighting will comply with current Herriman City Code requirements.

6.0 Buildings & Architecture

6.0 Buildings & Architecture

1. Intent.

Olympia intends to provide a wide range of commercial and residential building types in order to create a complete, mixed-use community. This section outlines the standards that will help make all building types support walkability and enhance livability in the community.

The purpose of this section is to provide general design criteria and guidance for the development of all neighborhoods within Olympia identifying those design elements that are deemed most critical to the overall success of the project. These guidelines are not intended to be restrictive, but to assist in the design, processing, and implementation of a higher level of design quality and direction.

The Following Aspects Are Of Particular Importance:

- Materials and/or Colors That Create Appropriate Diversity and Authenticity.
- Appropriate sensitivity to scale.
- Sophisticated selection and execution of details.
- Accurate and authentic interpretations of the characteristics for each architectural Style.
- Building forms and massing is authentic to each architectural style.
- Redefine the Role of the Street as a Pedestrian/Social Space.

2. Building Variety and Housing Types

Olympia will utilize varying architectural elements throughout the community to create dynamic and interesting Centers and Neighborhoods. Olympia will provide a range of residential housing types, including multifamily buildings, townhomes, and a variety of single family opportunities.

3. Building Massing.

In order to achieve authenticity of style in materials, detail and execution, cost must be taken out of the basic structure of the house. Ironically, simple massing and roof forms are what often lead to the most authentic expression of style. The "Simple House" concept suggests that starting with simple structural forms and building masses can lead to the goals of achieving convincing authentic style and maintaining acceptable costs.

Massing of porch elements also can help to further ground the building by forming a base from which the building mass can grow. To this end porches should be made to convey a sense of human scale and are limited to one story in height.

If the form of a building is viewed as a series of interlocking masses rather than a box, a more desirable aesthetic solution will occur. For example, the second-story can be set back in relation to the garage face, porch roof or first story wall plane below it. Where appropriate to style, stepping of second-story mass may be used to improve the street scene. Certain styles are based on a box-like, two-story building mass. Where this is the case, added attention such as single-story elements balconies, enhanced window treatments, massing voids, plane breaks, and other articulation may be used to provide heightened interest and variety for such styles.

All single-story homes should include building masses or design elements that are a "story-and-a-half" in scale to give appropriate mass to single-story homes. Consider adding design elements that help such as dormers, clerestories, tower elements, etc.

4. Roof Forms.

Homes will have a variety of roof forms and orientations in order to create the greatest possible diversity. Variation in roof forms contributes to a more visually rich community. See Figure 6.1.



Front to Back Gable



Hip Roof



Gable with Shed Roof



Flat Roof



Side to Side Gable



Shed Roof

Figure 6.1 Roof Forms

6.0 Buildings & Architecture

5. Building Height Transitions

Building height transitions between mixed-use centers (Town Centers, Village Centers, and Commercial Centers) and Neighborhoods should be gradual. Where a mixed-use center is adjacent to a Neighborhood Place Type, a sensitive approach to height transitions should be used.

Maximum building story height difference between Town Center, Village Center, and Commercial Center buildings adjacent to Neighborhood Place Type buildings shall be two (2) stories.

Buildings on the perimeter of the Master Planned Area should never be greater than two stories higher than directly adjacent existing buildings.

6. Building Height Maximums

See Table 6.1 for list of building height maximums by Place Type.

(1) Changes to the Building Height Standards require Planning Commission approval.

7. Doors, Porches and Entrances

Front entry doors should be made of high quality material and should be a significant element within the front facade of the home and designed to be consistent with the style of the home.

Front porches and covered terraces should be considered outdoor rooms and key elements for architectural composition. Significant front porches, entry courts, stoops and covered terraces are encouraged and should strive to achieve an appropriate size and grade relationship to the street.

8. Windows

Windows should be appropriately scaled to the massing and architectural style of the home. Windows should primarily be vertical and rectangular in shape but all windows should be consistent with

the homes architectural style. Energy efficient windows are strongly encouraged. Windows should be recessed when possible, and encourage natural light and ventilation.

9. Residential Building Materials

Exterior materials should utilize natural materials and a variety of complimentary colors and accents consistent with the architectural style of the home. Design, textures and materials should be visually interesting and cohesive.

Front Elevations should have 3 architectural features minimum.

Side Elevations must have 2 Architectural Elements.

Rear Elevation must have 2 Architectural Elements

Architectural Elements may include:

Stone

Stucco

Brick

Hardie board (Each configuration may be counted as an element)

Shake Shingles

Shutters

Corbels

Trellises

Window trim (must be a contrasting color to walls)

Structural elements such as fireplace pop-outs, garages and vents are NOT considered architectural elements.

Aluminum and or vinyl siding is prohibited

Side elevations consisting of full stucco must have a minimum 18-inch return of all front elevation materials, but shall return back to the fence line at a minimum.

Street facing side elevations must have the same treatment as the front elevation and/or be fenced before occupancy. Materials must wrap back to the fence line at a minimum.

Exterior columns, braces and supports should be proportional to the massing elements they are associated with, and appear to be visually proportional with what they are supporting.

ARC may consider other architectural features upon request from the builder.

10. Building Colors

For all architectural styles, the exterior colors should be a coordinated palette of colors appropriate to the style. Overly bright and dramatic colors are prohibited, unless approved by the ARC for small accent areas, such as a front door application.

Building Height Maximums

Place Type	Number of Stories
Town Center	10
Village Center	5
Commercial Center	5
Institutional	4
Neighborhood	3
Open Space	3

Table 6.1. Building Height Maximums

Note: All Building Heights shall be measured from Finished or Established Grades of the lot or development parcel.

6.0 Buildings & Architecture

11. Commercial and Mixed Use Architecture Guiding Principles.

(1) Architectural Style and Visual Character. These guidelines do not prescribe any particular architectural style for the Commercial or Mixed Use Architecture. There is range of possibilities to creatively replicate or interpret traditional building forms with various architectural styles.

An inaccurate or thoughtless mix of elements is undesirable.

The architectural design of new commercial or mixed-use buildings in Olympia should be based on the best examples of the surrounding building fabric, character and architectural styles that are predominate in the region.

Architectural details are essential to create human scale;

Standard “cookie-cutter” or “repeat” designs from other locations are strongly discouraged;

Consistent rhythms of similar (not identical) details and architectural elements should be used to reinforce the framework and scale of the streets and aid in the creation of a strong Town Center or Village Center Core image;

New buildings should include basic façade elements, which include a transparent glazed lower storefront for commercial uses, a sign fascia over a projecting cornice and a solid upper façade punctuated typically by vertical windows.

(2) Architectural Detailing. Architectural elements and details that appear artificial and inaccurate for particular architectural style are not recommended.

(3) Architectural Materials. To avoid clutter one building material is encouraged as the primary cladding and a maximum of two other materials used as accents (i.e., stone used for foundations and entrance area, brick as main material and stucco for gables and dormers or entire upper floor);

If buildings of a period style are employed, colors selected should be compatible with the style and period.

Materials for commercial buildings should be carefully selected to provide visual interest in texture and color;

Large scale panels constructed with materials used in large commercial or industrial developments are to be avoided. Other large scale materials/glass paneling must be scaled down to human proportions and be compatible with traditional materials;

(4) Fenestration. Windows and doors should seek to continue or establish a rhythm along the streets; Windows on upper floors should be vertical in proportion rather than horizontal; Rows of windows on upper floors should be used to clearly define each story; On new buildings, the placement and proportions of height to width of windows should complement those of the surrounding buildings.

(5) Building Orientation. The following guidelines are based on a view that commercial development should have a high quality

storefront design and detailing, as well as integrated commercial signage.

Commercial buildings should allow clear and defined access from parking ;

All commercial and Mixed Use buildings within Olympia are to be



Figure 6.2 Commercial and Mixed Use Architecture

6.0 Buildings & Architecture

visually focused to the streets. When directly fronting streets, buildings should maximize storefronts along the street/sidewalks with primary access from and to the front façade;

Corner buildings are visually prominent and all street elevations should be given equal design treatment and care;

Excessive blank walls demonstrating no specific architectural design on main commercial façades are to be avoided;

Main façades shall have sufficient amount of glazing to provide casual surveillance and to visually break up the building mass.

(6) Commercial Facade Design Treatment. In order to strengthen the pedestrian environment and contribute to real placemaking in Olympia, it is essential to provide continuous interest, variety and commercial activity at the ground floor level. Storefront design will greatly enhance the visual character of commercial nodes.

At the street level, windows should be sufficiently large to expose goods within shops and encourage a retail presence;

Excessive glazed areas without wooden or metal frames/joints should be avoided. Storefront panes should be divided vertically to establish a rhythm along the street;

Glazing on commercial building storefronts should avoid use of reflective glass in order to allow better visual contact between the interior and exterior. Reflective glass on upper floor windows may be considered where there is architectural merit in using reflective or unusually deep color tints;

Storefront entries may be recessed for weather protection, visual interest and more window display;

Awnings or other architectural appurtenances should be encouraged to enhance the traditional streetscape, shelter pedestrians and provide additional visual interest; Simple awning patterns should be encouraged for buildings of a decorative style, while more decorative awnings are appropriate for simply styled buildings;

ARC may consider other architectural features upon request from the builder.

12. Sustainability.

(1) Water Conservation. Buildings are encouraged to be designed and constructed to use water-saving strategies, such as:

- Water conserving appliances, toilets, plumbing and fixtures that possess a WaterSense label from the U.S. Environmental Protection Agency, and piping to facilitate future grey-water systems, etc.

(2) Energy Conservation. Buildings are encouraged to be designed and constructed to use energy-saving strategies, such as:

- Energy efficient windows which exceed prescriptive requirements of the 2015 International Energy Conservation Code (IECC) should be used to reduce heat loss in the winter and heat gain in the summer.
- Energy efficient furnaces, air conditioners, water heaters, and dryers should be used. All dwelling units and buildings should, at minimum, be constructed with Ultra-low NOx water heaters that are Energy Star certified and furnaces that meet a 97% AFUE (Annual Fuel Utilization Efficiency) rating.
- Airtight and well-insulated building envelopes to reduce mechanical loads and facilitate cost savings from needing smaller mechanical/HVAC systems. The air tightness level and wall insulation should exceed the prescriptive requirements of the 2015 IECC (when the “building envelope” is air tight and well-insulated a smaller mechanical/HVAC system is required).
- Building materials that have a low embodied energy rating, such as locally produced materials, materials with a higher recycled content, and materials that require less energy to produce or manufacture.

(3) Changes to the Sustainability standards in this section 6.12 may be made by the Administrator based on modern sustainability principles or the Administrator may transfer the decision to Planning Commission for approval.



Figure 6.3 Commercial Architecture

7.0 Landscape

7.0 Landscape

7.1 General Requirements.

1. Intent.

Olympia will meet existing Herriman City Landscape Standards as well as all water efficiency standards related to landscape requirements unless otherwise specified within this chapter. Olympia landscape standards are designed to meet the following set of goals.

- (1) To provide for healthy, long-living street trees within all public right-of-ways to improve the appearance of streets and to create a buffer between pedestrian and vehicular travel lanes.
- (2) To increase the compatibility of adjacent uses and minimize the adverse impacts created by adjoining or neighboring uses.
- (3) To promote the prudent use of water and energy resources by achieving and maintaining sustainable, functional landscapes.
- (4) To shade large expanses of pavement and reduce the urban heat island effect.
- (5) Create beautiful landscapes and places for people to live, work and play.
- (6) Changes to the Landscape standards in this section 7 may be made by the Administrator based on modern landscape design principles or the Administrator may transfer the decision to Planning Commission for approval.

2. Applicability.

All requirements listed in this section should enhance or address items not referenced within current City Code.

- (1) **Temporary Uses.** Landscape provisions do not apply to temporary uses, unless determined otherwise by the City.
- (2) **Buffers.** Landscape buffers are required according to the provisions in this section with the following exceptions.
 - (a) **Shared Driveways.** Buffers shall not be required along a property line where a curb cut or aisle is shared between two adjoining lots.
 - (b) **Points of Access.** Buffering is not required at driveways or other points of access to a lot.

3. Lawn Area.

Lawn area should be limited and confined to highly usable and/or prominent spaces that will maximize its use.

- (1) **Residential Landscapes.** Lawn areas in residential landscapes shall not exceed 2,000 sf or 35% of the total landscaped area, whichever is greater.
 - (a) **Exemptions.** Common spaces for multi-family residential buildings are exempt from lawn restrictions as they are provided for common use.
 - (b) Lawn areas should be at least eight feet wide in all directions.
- (2) **Commercial, Industrial, and Institutional Landscapes.** Outside of active recreation areas, lawn in commercial, industrial, and institutional landscapes shall not exceed 20% of the total landscape area.

- (2) **Park Strips.** Lawn should generally not be used in park strips or other narrow areas. If lawn areas are proposed in park strips, they must be a minimum of eight feet wide. Plants, mulch, drip irrigation, and hardscape should be used instead of lawn whenever possible.
- (3) **Obstructions.** Lawn areas should be free from obstructions such as trees, sign posts, and boulders.
 - (a) **Exceptions.** Where lawn is used in park strips over eight feet wide, obstructions such as street trees are allowed.
- (4) **Slopes.** Lawn should not be used on slopes greater than 25% (4:1 grade).
- (5) **Turf grass alternatives.** Turf grass alternatives are encouraged where appropriate, such as medians, parkstrips or other less-usable spaces where turf grass is not necessary. These include native grasses or other low-water grasses that create a natural look. See Figure 7.1 for turf grass alternative example.
- (6) **Water Efficient Landscape Options.** All homebuilders should offer at least one water-efficient landscaping option to prospective home buyers.
 - (a) **Model homes.** Model homes should be designed with water-efficient landscaping.

4. Planting Area.

- (1) At least 4 inches of Mulch, permeable to air and water, shall be used in Planting Beds to control weeds and improve the appearance of the landscaping.
- (2) Planting beds may include shrubs, ornamental grasses, ground cover, vines, annuals, or perennials.
- (3) At maturity, landscapes shall have enough plant material (perennials and shrubs/groundcover) to create at least 50% living plant cover at the ground plane, not including tree canopies.



Figure 7.1. Turf Grass Alternative Example.

7.0 Landscape

7.2 Installation of Landscape.

1. Intent.

All Landscape Installation should meet Herriman City Code requirements.

7.3 Street Trees & Streetscape Design.

1. Intent.

To line all streets with a consistent and appropriate planting of trees and to create an established tree canopy for environmental benefit and a sense of identity for all streets.

2. Applicability.

The requirements herein apply to all streets within Master Planned Communities.

3. Streetscape Design Submittal.

A consistent streetscape design should be submitted at the Site Plan or Subdivision Plat submittal for approval of all new streets within the development. At a minimum, the submittal should include the following: All Landscape Plans are to be stamped by a Professional Landscape Architect.

- (1) Street Trees. Trees meeting the minimum requirements of Section 7.3.4 Minimum Street Tree Requirements, shall be included in the streetscape design, with details related to tree pits, tree planting to meet the requirements of Herriman City Code.
- (2) Street Furnishings. Benches, seatwalls, planters, planter fences, trash receptacles, and bicycle racks at the least should be specified and quantities and locations listed for each street type.
- (3) Landscape Design. Ground plane vegetation should be designated for any landscape bed areas, planter areas, and tree wells.
- (4) Lighting. Pedestrian and vehicular lighting should be specified and locations and quantities noted. Street lighting shall comply with Public Works Standards.
- (5) Identity Elements. Any other elements designed to establish the identity of each Street, such as banners, pavement markers, artwork, or signage, should also be included in the streetscape design submittal.

4. Minimum Street Tree Requirements.

The following standards apply to the installation of street trees.

- (1) Exception. Street Trees are not required on Alley or Lane Streets (refer to Chapter 3 for Street Types).
- (2) Clear Branch Height. Minimum clear branch height is eight feet.
- (3) Street Tree Type. Medium and large shade trees are required to be installed as street trees as allowed per City Code list of permitted trees.

- (4) Tree Wells. In commercial or Mixed Use districts, where the sidewalk extends from the back of curb to the property line, tree wells or tree squares may be utilized.
 - (a) For tree wells adjacent to sidewalks five feet wide or less, open pit is not permitted.
 - (i) The opening must be covered with a tree grate or pervious pavement.
 - (ii) The opening in a tree grate for the trunk must be expandable.



Figure 7.2. Residential Street Tree Example.



Figure 7.3. Commercial Street Tree Example.

7.0 Landscape

7.4 Frontage Buffer.

1. Intent & Applicability.

- (1) Intent. To lessen the visual impact of vehicular parking areas visible from the street.
- (2) General Applicability. Applies to properties in all districts.
 - (a) Exceptions. Vehicular areas along alleys; Single and two family residences.
- (3) The frontage buffer may be used for storm water drainage with a maximum depth of one foot and no more than a 2 to 1 slope on the edges. Such areas shall be creatively landscaped with a combination of trees, shrubs, inert mulches, boulders, etc.

7.4 Frontage Buffer Requirements

1. Buffer Depth & Location ¹

Depth 5' a

Location on the Site Between street facing property line and parking area ² b

2. Buffer Landscape Requirements

Uses & Materials Uses and materials other than those indicated are prohibited in the buffer

Shade Trees Medium shade tree at every 30', large shade tree required at least every 40'; Locate on the street side of the fence; c

Hedge Required hedge on street side of fence covering 50% of parking lot. d

Hedge Composition Individual shrubs with a minimum width of 24", spaced no more than 36" on center, height maintained no more than 48".

Existing Vegetation May be credited toward buffer area

Notes:

¹ This screening requirement does not prohibit the installation of or provision for openings necessary for allowable access drives and walkways connecting to the public sidewalk.

² In front, corner, and rear yards (on a through lot), when the parking area is located adjacent to any building on the lot, the buffer must be located so that it aligns with or is behind the face of the adjacent building back to the vehicular area. The area between the buffer and the property line must be landscaped.

Table 7.4. Frontage Buffer Requirements.

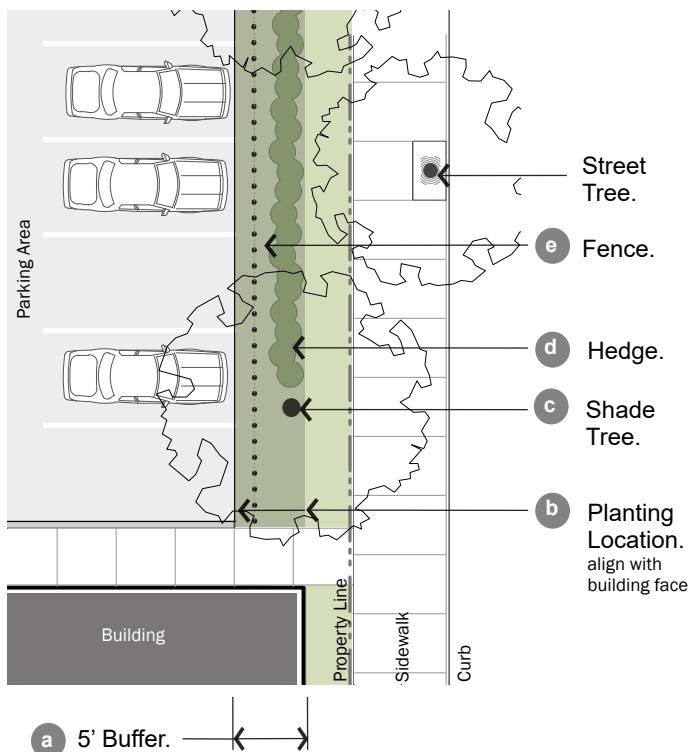


Figure 7.4 (1). Frontage Buffer Plan View

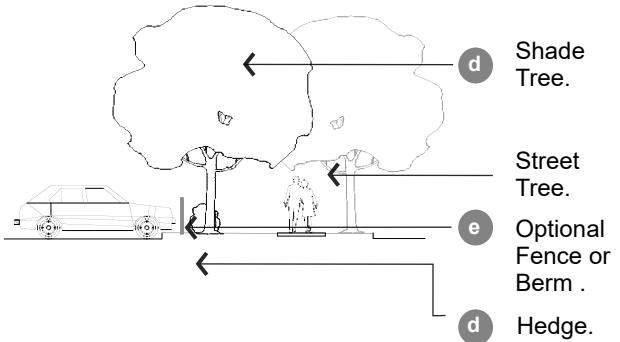


Figure 7.4 (2). Frontage Buffer Section.

7.0 Landscape

7.5 Side & Rear Buffer.

1. Intent & Applicability.

- (1) Intent. To minimize the impact that commercial uses may have on a residential neighborhood and to provide a transition between uses. The Administrator will determine which uses require buffers.
- (2) General Applicability. Applies to all commercial properties directly adjoining single-family residential properties.

7.5 Side & Rear Buffer Requirements

1. Buffer Depth & Location

Depth	10'	a
Location on the Site	Locate buffers on more intensively zoned lot, along shared property line; Buffer is measured from side and rear property lines.	
2. Required Landscape Screen		
Width	5' landscape screen in addition to any other buffer landscaping	b
Location	Directly adjacent to the rear or side property line	
Hedge	Row of shrubs required along fence on the Residential side of the fence and between shade trees	c
Hedge Composition	Row of individual shrubs with a minimum width of 24", spaced no more than 36" on center; Mature height in one year of 24"	
Hedge Frequency	Minimum of 15 shrubs per 100' of property line is required	
Shade Trees	Medium shade tree at every 30', large shade tree required at least every 40'; Locate on the street side of the fence;	d

3. Buffer Landscape Requirements

Uses and Materials	Uses and materials other than those indicated are prohibited within the buffer
Existing Vegetation	May be credited toward buffer area
4. Buffer Fence Requirements	
Uses and Materials	A six foot fence is required where buffer requirement is applicable. The fence shall be light proof and be constructed of materials that compliment the adjacent building. Chain link with slats are not allowed.

Notes:

¹ The City may reduce width of buffer, width of landscape screen, or location of landscape screen based on existing landscaping and topography.

Table 7.5. Side & Rear Buffer Requirements.

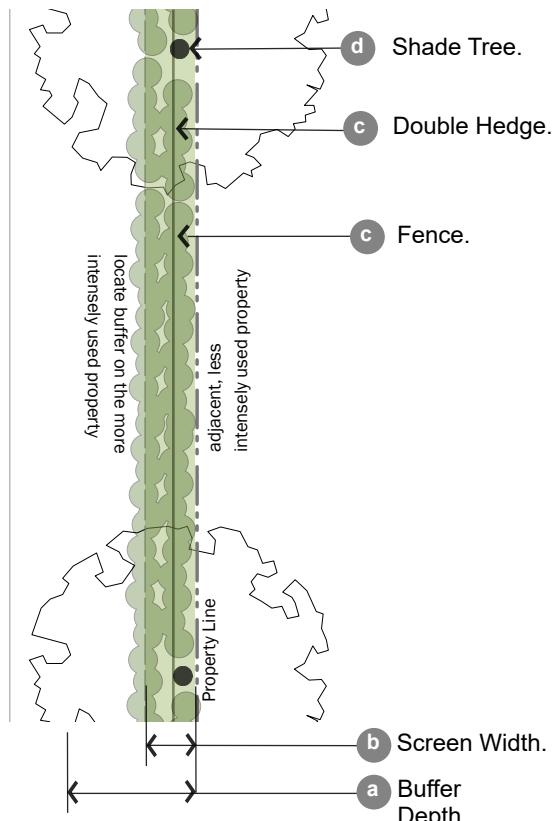


Figure 7.5 (1). Landscape Screen Plan View.

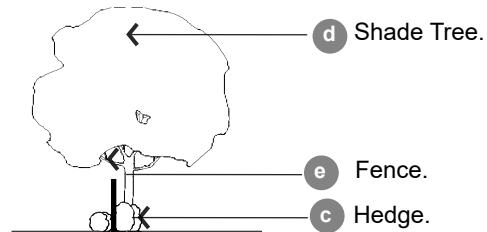


Figure 7.5 (2). Landscape Screen Section.

7.0 Landscape

7.6 Interior Parking Lot Landscape.

1. Intent & Applicability.

- (1) Intent. To provide shade, minimize paving & associated stormwater runoff, & improve the aesthetic look of parking lots.
- (2) General Applicability. All Parking lots within Olympia.
- (3) Other Internal Parking Lot Areas. Internal areas not dedicated to parking or drives should be landscaped with a minimum of one medium or large shade tree for the first 150 square feet and one medium or large shade tree for every 650' square feet thereafter.

7.6 Interior Parking Lot Landscape Requirements

1. Landscape Island Requirements

Required Island Locations² (CC, OS)

At Terminal ends ¹ of free standing rows or bays of parking; After every 25th parking space for rows of parking greater than 25 spaces in length. Landscape islands are not required specifically for stalls with covered parking, this only applies to uncovered parking areas.

Required Island Locations³ (TC, VC and N)

At Terminal ends ¹ of free standing rows or bays of parking; After every 12th parking space for rows of parking greater than 12 spaces in length. Landscape islands are not required specifically for stalls with covered parking, this only applies to uncovered parking areas.

Minimum Width

6'.

Required Trees and Storm Water

Minimum of 2 medium or 1 large shade tree per island. Islands may be designed to accommodate storm (as bio-swales) water run off where the drainage plan can be reasonably designed to accomplish that objective.

2. Landscape Median Requirements

Required Median Location

Maximum 2 bays of parking allowed before median or tree diamonds are required.

Minimum Width

6'.

Footnotes:

¹ Freestanding rows or bays of parking are those not abutting the parking lot perimeter or building face, and may have a single or double row of parking.

² There shall be no more than 25 continuous parking spaces in a row without a landscape island within CC and OS Land Uses.

³ There shall be no more than 12 continuous parking spaces in a row without a landscape island within TC, VC and N Land Uses.

Table 7.6 Interior Parking Lot Landscape Requirements.

7.7 Landscape Screening

1. Intent & Applicability.

- (1) Intent. To reduce the visibility of open storage, refuse areas, and utility appurtenances from public areas and adjacent properties.
- (2) General Applicability. All dumpsters, open storage, refuse areas, and utility appurtenances..

7.7 Screening of Open Storage, Refuse, and Utility Areas

1. Open Storage & Refuse Area Screening Requirements

Location on the Site Not permitted in front or corner side yards, within 10 feet of property line and between building and street

Opaque Screen Wall¹ Required around 3 sides of the dumpster and trash bin area

Screen Wall Height Height shall be the higher of the following:
1. 6'
2. Height of use to be screened plus one foot
3. Height as determined by city to accomplish objective of the screen

Visible Openings Openings visible from the public way or adjacent properties must be furnished with opaque gates

Landscape Requirement If refuse area is located within larger paved area, such as a parking lot, landscape islands must be located on 3 sides of the area, with at least 1 medium or large shade tree in at least 1 of the landscape areas ²

2. Utility Appurtenance Screening Requirements

Large Private Mechanical Equipment³ Shall be fenced with opaque wood or brick-faced masonry on all sides facing right-of-way

Small Private Mechanical Equipment⁴ Shall have landscape screening and a shrub bed containing shrubs spaced no more than 36" on center

Notes:

¹ Vertical structured barrier at all times such as a fence or wall

² This tree, if located within 50' of a parking space, may be utilized to meet the minimum shade requirements

³ Large private mechanical equipment is equal to or greater than 4' in height

⁴ Small private mechanical equipment is smaller than 4' in height

Table 7.7. Screening of Open Storage, Refuse and Utility Areas.

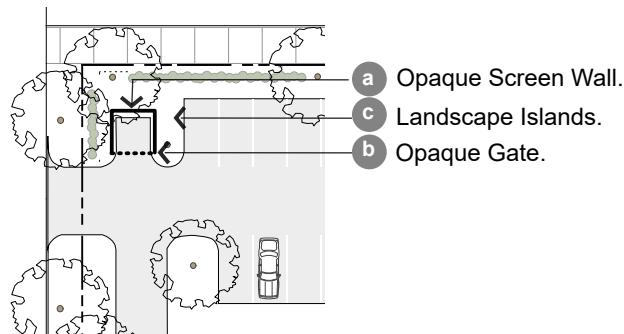


Figure 7.7. Screening of Open Storage & Refuse Areas.

8.0 Signage

8.0 Signage

1. Introduction

All signage proposed for Olympia must be compliant with Herriman City Sign Code and approved by the ARC with the exception of specific sign standards identified within this chapter.

Signs should be of high quality and complimentary to the character of the project, Commercial and Mixed-Use core areas. In general, and to promote human scale goals, the majority of signs allowed will be at or near the first floor.

All signage should be appropriate to the use it represents, with a diverse range of sign types to promote interest and vitality.

Signage should be simple and clean with thoughtful placement and application/attachment methods.

Sign design should be appropriate to the architectural style and scale of the use and should never detract from the architectural character or pedestrian experience within the project.

Changes to this Section 8 may be made by Planning Commission approval.

1.0 Sign Types

1. Monument Signs

The following sign types may deviate from Herriman City Sign Code requirements as identified here.

(1) Major Project Monument Sign

(a) Maximum Height	20 feet
(b) Maximum Copy	80 square feet

(2) Minor Project Monument Sign

(a) Maximum Height	14 feet
(b) Maximum Copy	60 square feet

(3) Major Commercial Monument Sign

(a) Maximum Height	20 feet
(b) Maximum Copy	64 square feet

(4) Minor Commercial Monument Sign

(a) Maximum Height	16 feet
(b) Maximum Copy	64 square feet

2. General Requirements.

Materials used in the design of the monument base shall be compatible with the architecture of the building(s). Stone, wood, non-painted metals are thought to be the primary materials. Plastic and/or lexan are not permitted except to shield an internal light source where individual logos/lettering has been routed through a wood or metal fascia.

Monument signs may be double sided.

Monument signs shall not be situated near an intersection in such a manner so as to interfere with vehicular sight distance unless approved by the Administrator.

Monument Signs may be allowed within Public Road Rights of way if located within a round-about and proper site visibility is maintained.

All monument signs shall be located within a landscaped or plaza area. Landscaping shall be designed in a manner that minimizes the visual impact of the sign, without blocking the view of the sign from the specific area from which it is intended to be seen, or adversely affecting the safety of pedestrian and vehicular sight distance.

8.0 Signage

3. Design and construction standards

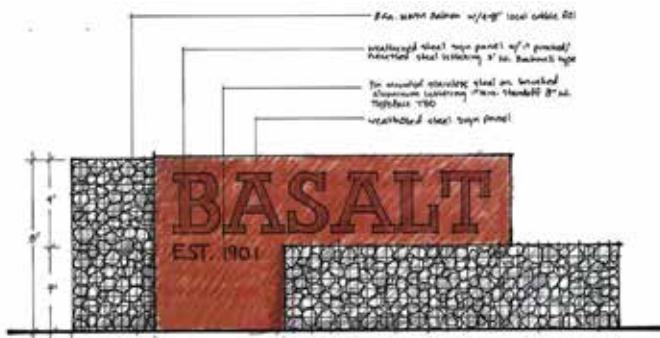
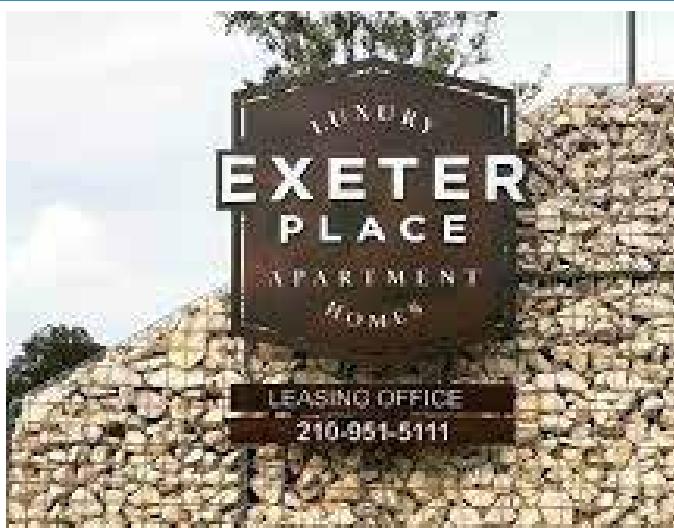
Design details for the approved sign types listed above include the following (subject to ARC review and compliance with the City Sign Ordinances):

- Primary materials for wall signs and projecting signs shall be wood metal, concrete or stone; other materials may be considered with ARC approval.
- Painted lettering is allowed.
- Pan channel lettering is allowed.
- Logos may be incorporated into signs.
- Plastic/plexiglass may be utilized for lettering only on wall and projecting signs, and may not be used as background surface.
- Light sources incorporated into signage should not be exposed or directly visible.
- Halo lighting may be utilized.
- Small spot lighting of sign surfaces and projecting signs may be considered.
- All signs utilizing raceways shall be eight (8) inches deep, unless otherwise approved by the ARC.
- All bolts, fasteners and clips shall be painted to match existing building colors.
- It shall be the sign contractor's responsibility to secure the signage components in a method so as not to create a hazard to the public.
- All penetration of the fascia, wall or projecting sign attachments shall be made waterproof by using gaskets and sealant.
- No labels will be permitted on the exposed surface of a sign unless otherwise required by the City.
- White or black lettering only may be used on glass door surfaces.



Figures 8.1.(1), 8.2.(2) & 8.1.(3) Monument Sign Precedent Images.

8.0 Signage



Figures 8.1.(4 - 11) Monument Sign Precedent Images.

9.0 Appendix

9.1 Definitions.

(1) **Agricultural Equipment and Supply** – The retail sale of equipment and supplies specific to agricultural uses.

(1) **Agricultural Lands** – All ecosystems modified or created by man specifically to grow or raise biological products for human consumption or use. This includes cropland, pasture, orchards, groves, vineyards, nurseries, ornamental horticultural areas, and confined feeding areas.

(2) **Alcohol & Liquor Sales** – The retail sale of beer, wine, or other alcoholic beverages for on- or off-premise consumption. It is unlawful for any person to engage in the sale of alcoholic beverages at retail within the City without first procuring a license therefor, as hereinafter provided. A separate license shall be required for each place of sale. All licenses shall comply with the provisions of the Alcoholic Beverage Control Act of Utah and the regulations of the Alcoholic Beverage Control Commission.

(3) **Alternative Energy** – Technologies such as solar and wind power, and alternative vehicle power technologies. Includes distributed generation (e.g. rooftop solar panels, EV charging battery storage, etc.) and utility-scale (e.g. renewable procurement through the qualified entity).

(4) **Animal Boarding** – “Animal boarding establishment” means any commercial establishment that takes in animals for the purpose of providing temporary shelter or care and charges a fee for such service.

(5) **Apparel & Accessory Store** – Retail stores where clothing is sold, such as department stores, shoe stores, dress, hosiery, and millinery shops. Stores selling or accepting for sale clothing retail.

(6) **Appliance & Electronic Sales & Service** – The retail sale and servicing of appliances and electronics.

(7) **Arcade** – Any business catering to minors, containing four or more amusement devices.

(8) **Architecture/Engineering/Design** – A firm/business with the purpose of providing architecture, engineering, or design services.

(9) **Area** – The portion of land that is being evaluated; generally, the property or project phase being developed.

(10) **Art & Educational Supplies** – The retail sale of art and educational supplies.

(11) **Auto Fuel Station** – Any place where motor vehicle fuel is sold and dispensed as either a principal or incidental activity or where car washing services are sold. Where the sale and dispensing of vehicle fuel is the principal activity, accessory activities may include the retail sale of lubricants, tires, batteries, motor vehicle accessories, and supplies, including minor installation services or repairs customarily incidental thereto.

(12) **Auto Repair** – General repair, rebuilding or reconditioning of engines, motor vehicles, or trailers, including bodywork, framework, welding, and major painting service.

(13) **Auto Sales** – The retail sale of automobiles/vehicles.

(14) **Automotive Supply (no service)** – A business that practices the retail sale of automotive supply but does not offer automobile sales and servicing.

(15) **Bakery, Retail** – An establishment primarily engaged in the retail sale of baked products for consumption off-site. The products may be prepared either on or off-site. Such use may include incidental food service. A bakery shall be considered a general retail use.

(16) **Bank or other Financial Service** – A financial institution that is open to the public and engaged in deposit banking, and that performs closely related functions such as making loans, investments, and fiduciary activities.

(17) **Barber Shop, Beauty Salon, & Spa** – Any establishment or place of business within which the practice of bartering is engaged in or carried on by one or more barbers. Any establishment where cosmetology services are provided including hair care, nail care, and skincare on a regular basis for compensation. A place or building where active exercise and related activities are performed utilizing weight control or muscle building equipment or apparatus for the purpose of physical fitness. Also, a place or building that provides massage, exercise, and related activities with or without such equipment or apparatus.

(18) **Bicycle Sales & Repair** – The retail sale and servicing of bicycles.

(19) **Billiard Hall** – A primary commercial entertainment land use containing one or more pool or billiard tables, does not include the sales of alcohol.

(20) **Block** – A contiguous group of properties bounded by multiple thoroughfares, rights-of-way, railroads, water bodies or other similar features. The block's perimeter is formed by outer property lines of the properties within the block.

(21) **Block Face** – The portion or side of a block that abuts a street.

(22) **Block Length** – The length of one side of a block between two streets, or a combination of streets, alleyways or pedestrian corridors.

(23) **Block Perimeter** – The block perimeter is defined as the length of all sides of a block added together.

(24) **Book, Magazine, & Newspaper Store** – A retail establishment that, as its primary business, engages in the sale, rental, or other charge-for-use of books, magazines, newspapers, greeting cards, postcards, videotapes, computer software, or any other printed or electronically conveyed information or media, excluding any “adult bookstore,” “adult theater,” “theater,” or “studio theater”.

(25) **Building Contractor (office only)** – A room or group of rooms used for conducting business affairs that does not use any exterior storage area.

(26) **Building Massing** – The three-dimensional bulk of a building: height, width, and depth.

(27) **Building Materials, Hardware, and Garden Supply** – Retail stores

9.0 Appendix

where items such as plumbing, heating, and electrical supplies, sporting goods, and paints are sold.

(28) **Bulb-Outs** – Infrastructure that provides additional pedestrian space at the corners of intersections and mid-block opportunities by extending sidewalks, curb, and gutter into the roadway.

(29) **Cabinet Supply (display only)** – A retail establishment used to display and sell cabinets.

(30) **Camera & Photo Supply Store** – A retail establishment used to sale cameras and photo supplies.

(31) **Catering** – An establishment that serves and supplies food to be consumed off-premises.

(32) **Charitable Institutions** – A chapter, branch, area, or office, or similar affiliate or any person soliciting contributions within the state of Utah for charitable organization that has its principal place of business outside the state of Utah. Charitable organization shall be such entities as defined below and by the Charitable Solicitation Act of the Utah Code. A charitable institution includes any person, joint venture, partnership, limited liability company, corporation, association, group, or other entity that is voluntarily performing a benevolent, educational, health-related, philanthropic, humane, patriotic, religious or eleemosynary activity; and/or is involved with social welfare or advocacy group, public health project, environmental or conservation activity, or civic organization or for the benefit of a public safety, law enforcement, or firefighter fraternal association, and established for any charitable purpose.

(33) **City Impact Fee** – A fee that is imposed by local governments to pay for all or a portion of the costs of providing public services to a new or proposed developments costs.

(34) **Collector Street** – A street proving land access within commercial, industrial, and residential areas. A collector street enables traffic movement between local streets and the major street network. See Salt Lake Code of Ordinances 14.12.010.

(36) **Computer Programming & Support** – The retail sale of computer programming and support services.

(37) **Computer Software Sales & Leasing** – The retail sale and leasing of computer software.

(38) **Connectivity Index** – Calculated by diving the number of links in an area by the number of nodes in that same area. Include one-half (1/2) of the perimeter links and nodes in link and node totals.

(39) **Context Sensitive Plan** – Development practices and standards that are sensitive to community specific values.

(40) **Congregate Housing** – Any building which contains facilities for living, sleeping and sanitation and may include facilities for eating and cooking, for occupancy by other than a family. Congregate housing includes convents, monasteries, dormitories, boarding and rooming houses, hostels, fraternity and sorority houses.

(41) **Convenience Store** – A small retail establishment, usually located within or associated with another use, that offers for sale convenience goods, such as prepackaged food items, tobacco, periodicals, and other household goods.

(42) **Cul-de-sac** – A street ending in a vehicular turnaround whose roadway does not connect to other streets.

(43) **Cycle Track** – A cycle track is a separate on-road bicycle facility that is typically adjacent to, but physically separated from, vehicular traffic and parking by a barrier.

(44) **Dark Skies** – A movement with the goal of reducing light pollution and the negative impacts associated with urban environments.

(45) **Day Care, Adult or Child** – A facility that houses the temporary care of children and or adults.

(46) **Dedicated Bicycle Lane** – Dedicated bicycle lanes are striped lanes on the outside of the outermost travel lanes that are designated for only bicycle use. This lane occurs on both sides of the street.

(47) **Density** – Density is as established by Land Use Types and as shown on the Land Use plan and as referred to within Section 1. All proposed density must meet all development standards by Land Use such as setbacks, heights, access, etc.

(48) **Department Store** – A business that practices the retail of a variety of unrelated merchandise and services.

(49) **Designated Shared Lane** – A designated shared lane is a lane that is shared between vehicles and bicycles. This lane is typically wider than a standard vehicular lane, minimum 13 feet, in order to accommodate both types of users, and includes a painted bicycle marker combined with a double arrow (known as a “sharrow”). This improvement occurs on both directions.

(50) **Detention Facility/Jail** – A facility that houses inmates and individuals who have been accused of or guilty of crimes.

(51) **Drug Store/Pharmacy** – An establishment engaged in the retail sale of prescription drugs, nonprescription medicines, cosmetics, and related supplies.

(52) **Dry Cleaning & Laundry** – An establishment that practices dry cleaning and laundry practices and services.

(53) **Educational Services (tutor & testing)** – A business that offers education services such as tutoring and test preparation.

(54) **Electrical Supplies** – An establishment that practices the retail sale of electrical supplies.

(55) **Emergency Care Clinic** – A clinic that offers emergency care to individuals.

(56) **Employment Agency** – An agency that offers the service of helping people find and procuring employment.

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(57) **Energy Efficiency** – Reducing wasteful energy practices and encouraging more sustainable practices.

(58) **Exterminating & Disinfecting Service** – A business that offers exterminating and disinfecting services.

(59) **Fabric & Craft Store** – Any business establishment that produces on the premise's articles for sale of artistic quality or effect or handmade workmanship. Examples include candle making, glass blowing, weaving, pottery making, woodworking, sculpting, painting, and other associated activities.

(60) **Facade Divisions (Vertical)** – Buildings are encouraged to use vertically oriented expression lines or forms to divide the facade into smaller increments. Elements may include a column, pilaster, or other continuous vertical ornamentation a minimum of one and a half-inch depth.

(61) **Facade Divisions (Horizontal)** – Buildings are encouraged to use horizontally oriented expression lines or forms to divide portions of the facade into horizontal divisions. Elements may include a cornice, belt course, molding, string courses, or other continuous horizontal ornamentation a minimum of one and a half-inch depth.

(62) **Facility for Persons w/Disability (Residential)** – Residential facility for persons with a disability

(63) **Fence** – An enclosure or barrier, such as wooden posts, wire, iron, etc., used as a boundary, means of protection, privacy screening or confinement, but not including hedges, shrubs, trees, or other natural growth.

(64) **Financial & Insurance** – A business that provides financial and insurance benefits and services.

(65) **Finished Grade (or Established Grade)** – The Grade of the land surface modified by cutting or filling existing grade and relative to the surrounding roadways, open spaces or other developed areas from which building heights are measured.

(65) **Fitness, Dance Studio, & Gym** – A facility that offers health and fitness-related activities.

(66) **Florist** – Retail business whose principal activity is the selling of plants which are not grown on the site and conducting business within an enclosed building.

(67) **Framing** – A business that offers framing construction.

(68) **Frontage (Building)** – That facade of the building that abuts the required front yard as stipulated in this zoning code.

(69) **Funeral Home** – An establishment that provides the service of preparing the deceased for cremation or burial.

(70) **Furnishing Zone** – A hardscape area that extends from the sidewalk to the back of curb, in which street trees, street furniture, lighting, and signage may be located. Typically used adjacent to commercial or office buildings.

(71) **Gift, Novelty, & Souvenir Shop** – Retail stores where items such as art, antiques, jewelry books, and notions are sold.

(72) **Government Offices** – A place that houses governmental practices that serve public needs.

(73) **Grocery Store** – Stores where most of the floor area is devoted to the sale of food products for home preparation and consumption, which typically also offer other home care and personal care products, and which are substantially larger and carry a broader range of merchandise than convenience stores.

(74) **Ground Story (Building)** – The story or floor in a building that is same level as the main entrance or outside ground elevation.

(75) **Gun Shop** – A business practicing the retail sale of guns and related goods.

(76) **Heating, Air Conditioning & Plumbing** – A business that offers services associated with heating, air conditioning, and plumbing.

(77) **Holiday Sales** – Temporary sales no greater than thirty days.

(78) **Home Furnishings & Accessories Sales** – The retail sale of home furnishing and accessories.

(79) **Home Furniture & Equipment Repair** – An establishment that offers repair services on home furniture and equipment.

(80) **Home Occupation** – An occupational use that is clearly subordinate to the principal use as a residence and does not require any alteration to the exterior of a building

(81) **Intergovernmental Agreements** – A contractual or other formal agreement between two or more political jurisdictions that results in a cooperative action or activity.

(82) **Irrigation (Landscaping)** – A permanent, artificial watering system designed to transport and distribute water to plants.

(83) **Jewelry Sales & Repair** – Shops that sell new merchandise primarily and some used merchandise from estate sales or reconstitute precious metals they purchase into jewelry forms that are sold at retail on the premises.

(84) **Landscape Buffer** – A landscaped area, often serving as a buffer between different uses.

(85) **Landscape Zone** – A landscape area between the back of curb or edge of pavement to the sidewalk in which street trees, swales, lighting, and signage may be located. Typically used adjacent to residential buildings.

(86) **Large Format Grocery Store** – A establishment with large physical characteristics that offers the retail sale of groceries and associated items.

(87) **Large Format Retail** – A establishment with large physical characteristics that offers the retail sale of a variety of goods.

(88) **Legal Services** – The business of providing legal services such as advice and representation to individuals and the public.

(89) **Link – A segment of street between two nodes or a stub street.**

(90) **Locksmith** – An individual or business that provides the retail sale and or services associated with keys and locks.

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(91) **Luggage & Leather Goods** – A business that conducts retail sales and supply of luggage and leather goods.

(92) **Machine Sales and Rental** – A business that practices the retail sale and rental of machines.

(93) **Mailing Services** – A commercial business which conducts the retail sale of stationery products, provides packaging and mail services (both U.S. Postal and private service), and provides mailboxes for lease.

(94) **Management Services** – A business that provides services associated with business and management.

(95) **Master Development Agreement (MDA)** – An agreement between a developer and the political governing body.

(96) **Medical & Dental with Laboratory** – A facility with a laboratory that practices the healing arts, examination, and treatment of patients seeking medical and or dental services.

(97) **Medical Supply Store & Rental** – An establishment that offers the retail sale and rental of medical supplies.

(98) **Merchandise Vending Machine Operators** – One who provides service to vending machines that sell merchandise.

(99) **Microbrewery** – An establishment that practices the craft of brewing beer and retail sales on a smaller scale in comparison to large commercial breweries.

(100) **Miniature Golf Course** – A novelty version of golf played with a putter and a golf ball on a miniature course, typically with artificial playing surfaces, and including obstacles such as bridges and tunnels.

(101) **Mixed Use Development** – Zoning which provides a variety of uses (limited commercial, office and residential), as an appropriate transition between high-traffic arterial streets and nearby residential uses. Ensures compatibility of new development and residential conversions with existing and future residential development.

(102) **Motorcycle & Motor Scooter Sales** – The retail sale of motorcycles and motor scooters.

(103) **Music Store** – An establishment that practices the retail sale of music and associated goods.

(104) **Musical Instrument Repair & Sales** – An establishment that practices repair services and the retail sale of musical instruments, related equipment, and accessories.

(104) **Nature Preserve** – A tract of land managed so as to preserve its flora, fauna, and physical features.

(105) **Network Density** – Network density is the number of nodes per given unit of area, such as nodes per square mile. Network density is established by a maximum block length as well as maximum spacing of pedestrian paths and streets connecting outside the project to existing or future developments.

(106) **Node** – An intersection or dead end (a cul-de-sac is considered a dead end).

(107) **Office Supply** – An establishment that practices the retail sale of office related supplies and goods.

(108) **Open Space** – A use of land for active or passive, public or private, outdoor space, including such uses as parks, plazas, greens, playgrounds, or community gardens. This land is preserved for the purpose of conservation, preservation, agriculture, resource enhancement, recreation, enhancing value to the public of adjacent parks or preserves, or otherwise providing a buffer to adjacent properties.

(109) **Optical Goods** – A business with the purpose of providing goods and services related to optical goods.

(110) **Outdoor Gun Range** – An outdoor area dedicated to practices associated with gun handling, firing, and practice.

(111) **Outdoor Kennel** – An outdoor area dedicated to housing, breeding, and or care of animals such as dogs.

(112) **Outdoor Sales Lot** – An outdoor area dedicated to the sale of goods.

(113) **Outdoor Storage (of Goods)** – Permanent outdoor storage of goods not typically housed or sold indoors, such as large-scale materials and building and landscape supplies.

(114) **Paint & Wallpaper** – An establishment that practices the supply and retail sale of paint and wallpaper.

(115) **Park** – A Park is defined as a non-commercial, public or private facility. Parks include programming and facilities that support active and passive recreation. Commercial uses are allowed inside parks with the approval of City Staff.

(116) **Party Supply Shop** – A business that practices the retail sale of party supplies and associated goods.

(117) **Pedestrian Pathway** – A hard-surfaced, ADA-compliant path reserved for pedestrian or other non-motorized use. May be privately owned but must be publicly accessible to meet pedestrian pathway connectivity requirements.

(118) **Pet & Pet Supply** – A business that practices the sale of certain animals (pets), and pet supplies.

(119) **Pet Grooming** – Any place or establishment, public or private, where animals are bathed, clipped, or combed for the purpose of enhancing their aesthetic value or health and for which a fee is charged.

(120) **Photocopying & Printing** – An entity associated with the sale and service of photocopying and printing.

(121) **Photography Studio & Supplies** – A business that offers an area for photography services and the retail sale of photography-related supplies.

(122) **Physical Therapy/Physical Rehabilitation** – A business that provides services associated with physical therapy and physical rehabilitation.

(123) **Power Station** – An area dedicated to the creation of power utility.

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(124) **Public Relations & Advertising** – A business that provides services associated with public relations and advertising.

(125) **Radio & TV Studio** – An area dedicated to radio and television production.

(126) **Recreation, Commercial Indoor** – Recreational facilities operated as a business and open to the general public for a fee, such as golf driving ranges and baseball batting ranges.

(127) **Recreational Vehicle Park** - a place where people with recreational vehicles can stay overnight, or longer (Maximum 14 days), in allotted spaces known as "sites" or "campsites". The park may also provide facilities for tent camping.

(127) **Relative Connectivity** – The relative level of connectivity means that intersections that provide a certain amount of connections among streets. For example, a 4-way intersection provides more connectivity than a 3-way intersection, and both provide more connectivity than a cul-de-sac, or other dead end, which provides no connectivity. Relative connectivity is measured primarily by the connectivity index, which is the ratio of street segments ("links") to intersections and dead ends ("nodes") in an area.

(128) **Repair of Small Goods & Electronics** – A business that provides the service associated with the repair of small goods and electronics.

(129) **Restaurants** (refer to state law for alcoholic beverage requests) – Any facility where food is prepared for immediate consumption, including but not limited to coffee shops, cafeterias, restaurants, luncheonettes, soda fountains, fast-food services or outlets and all other similar facilities. Does not include any retail establishment whose primary business function is the sale of fuel or food items for off-premise, but not immediate, consumption.

(129) **Restricted Common Area** - those portions of the Common Area adjacent to residential or commercial units which, subject to the rights of the HOA and Declarant, are reserved for the exclusive use of the Owners of those particular Units.

(130) **Right of Way** – A strip of land reserved for transportation, infrastructure and/or public use between the perimeter property lines of adjacent blocks.

(131) **Roof Garden** – Green space or gardens on the roof of buildings.

(132) **Setback (Building)** – Used to enhance the pedestrian environment on the street by placing buildings at an appropriate distance from the sidewalk. Setbacks will vary by street type and adjacent land-use.

(133) **Sexually Oriented Business** – Adult businesses, nude entertainment business, seminude dancing bars, outcall services, and nude and seminude dancing agencies as defined by the City.

(134) **Shared Lane** – A shared lane refers to a street that does not have bicycle lanes or a designated shared lane, but the speed and configuration of the street is such that bicycles could comfortably share lanes with traffic.

(135) **Shoe Repair** – An individual or business that provides the service of repairing shoes.

(136) **Shooting & Archery Ranges (indoor only)** – An indoor area to practice associated with gun and archery handling, firing, and practice.

(137) **Short Term (Residential)** – Any dwelling or portion thereof that is available for uses or is used for accommodations or lodging of guests, paying a fee, or other compensation for a period of less than thirty consecutive days.

(138) **Specialty Food Market (Butcher, Candy, Fish Market, Produce, etc.)** – A business associated with the retail sale of specific foods.

(139) **Sporting Goods Sales & Rental** – A business that practices the retail sale and rental of sporting and outdoor goods.

(140) **Stationery & Paper Store** – An establishment that practices the retail sale of stationery, paper, and related supplies.

(141) **Storm Water** – Means stormwater runoff, snow melt runoff, surface runoff, street wash waters related to street cleaning or maintenance, infiltration, and drainage.

(142) **Story (Building)** – Story means that portion of a building included between the upper surface of any floor and the upper surface of the floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost floor and the ceiling or roof above. If the finished floor level directly above a usable or unused underfloor space is more than six feet above grade for more than fifty percent of the total perimeter or is more than twelve feet above grade at any point, such usable or unused underfloor space shall be considered as a story.

(143) **Stream Buffer** – A vegetated area that separates and protects a stream from other land uses.

(144) **Street** – A public thoroughfare including roads, highways, drives, lanes, avenues, places, boulevards or any other thoroughfare dedicated for public use that affords primary access to abutting properties.

(145) **Street Connectivity** – How well streets connect and handle differing transportation densities.

(146) **Street Network** – System of interconnected streets that forms the framework for community development and transportation.

(147) **Stub Street** – A street that runs from an intersection to connect to a future adjacent development.

(148) **Surface (Impervious)** – Any hard-surfaced, man-made area that does not readily absorb or retain water, including but not limited to building roofs, parking and driveway areas, graveled areas, sidewalks, and paved recreation areas.

(149) **Surface (Semi-impervious)** – Land surface that partially allows penetration of water.

9.0 Appendix

(150) **Tailor & Seamstress** – An individual or business that practices the service of tailoring.

(151) **Tanning Salon** – An establishment dedicated to providing services and retail sales of items associated with artificial tanning.

(152) **Theater** – A structure used for dramatic, operatic, motion pictures, or other performance, for admission to which entrance money is received and no audience participation or meal service allowed.

(153) **Toy Shop** – An establishment dedicated to the retail sale of toys and related items.

(154) **Traffic Impact Study (TIS)** – A tool used to reduce and plan for traffic impacts created by new development. A study (or studies) conducted to quantify traffic and needed roadway improvements.

(155) **Training Center** – An establishment with space for the conduction of training services.

(156) **Transit** – The conveyance of persons or goods from one place to another by means of a local, public transportation system.

(157) **Travel Agency & Tour Operator** – A business that offers services associated with travel.

(158) **Typology (Building)** – Dictate form, glazing/transparency, and other features of a building.

(159) **Underground Utility Station** – A station related to a utility that is placed beneath the surface grade or underground.

(160) **Utility and Infrastructure** – An area that is primarily utilized for the City's infrastructure needs. Utility and infrastructure include such uses as electric or gas services, sewage treatment, water treatment and storage, and energy conversion systems.

(161) **Vertical Mixed-Use Storage** – Vertical land use with mixed commercial uses on the ground street facing floor with storage options above and behind said uses.

(162) **Veterinarian** – An establishment for the care and treatment of the diseases and injuries of animals and where animals may be boarded during their convalescence.

(163) **Video/Games Sales & Rental** – A business that practices the retail sale or rental of videos and or games.

(164) **Warehouse** – Facilities characterized by extensive warehousing, frequent heavy trucking activity, open storage of material, or nuisances such as dust, noise, and odors, but not involved in manufacturing or production.

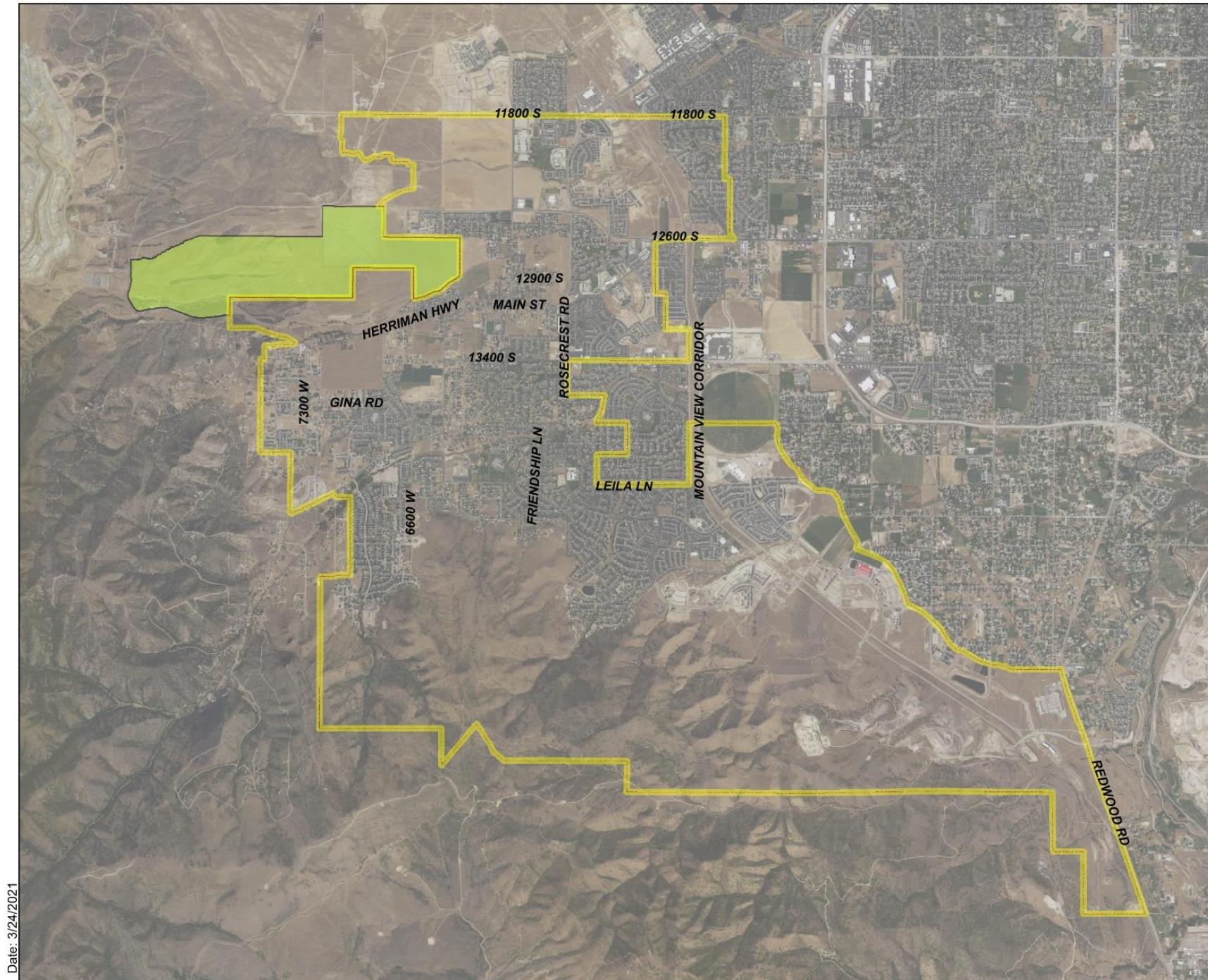
Olympia MDA

Public hearing and Discussion of draft Master Development Agreement
for Olympia Master Development on 933 acres located approximately
at 7051 West Herriman Boulevard

August 5, 2021
Chase Andrizzi, City Attorney



Vicinity Map



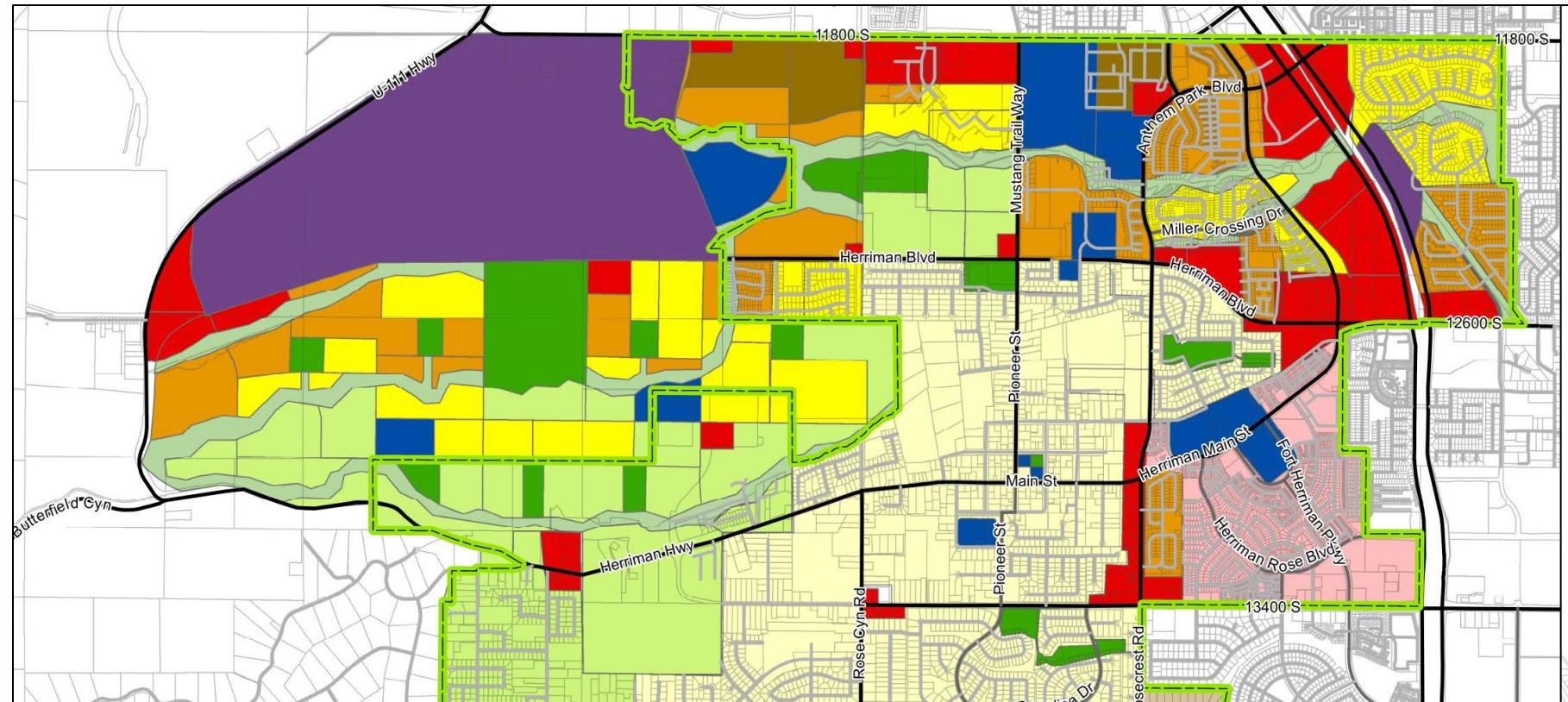
HERRIMAN CITY INFORMATION MAP

0 4,000 8,000
Feet



Legend

- Herriman City Limit (Yellow dashed line)
- Olympia (Green shaded area)



HERRIMAN CITY GENERAL PLAN

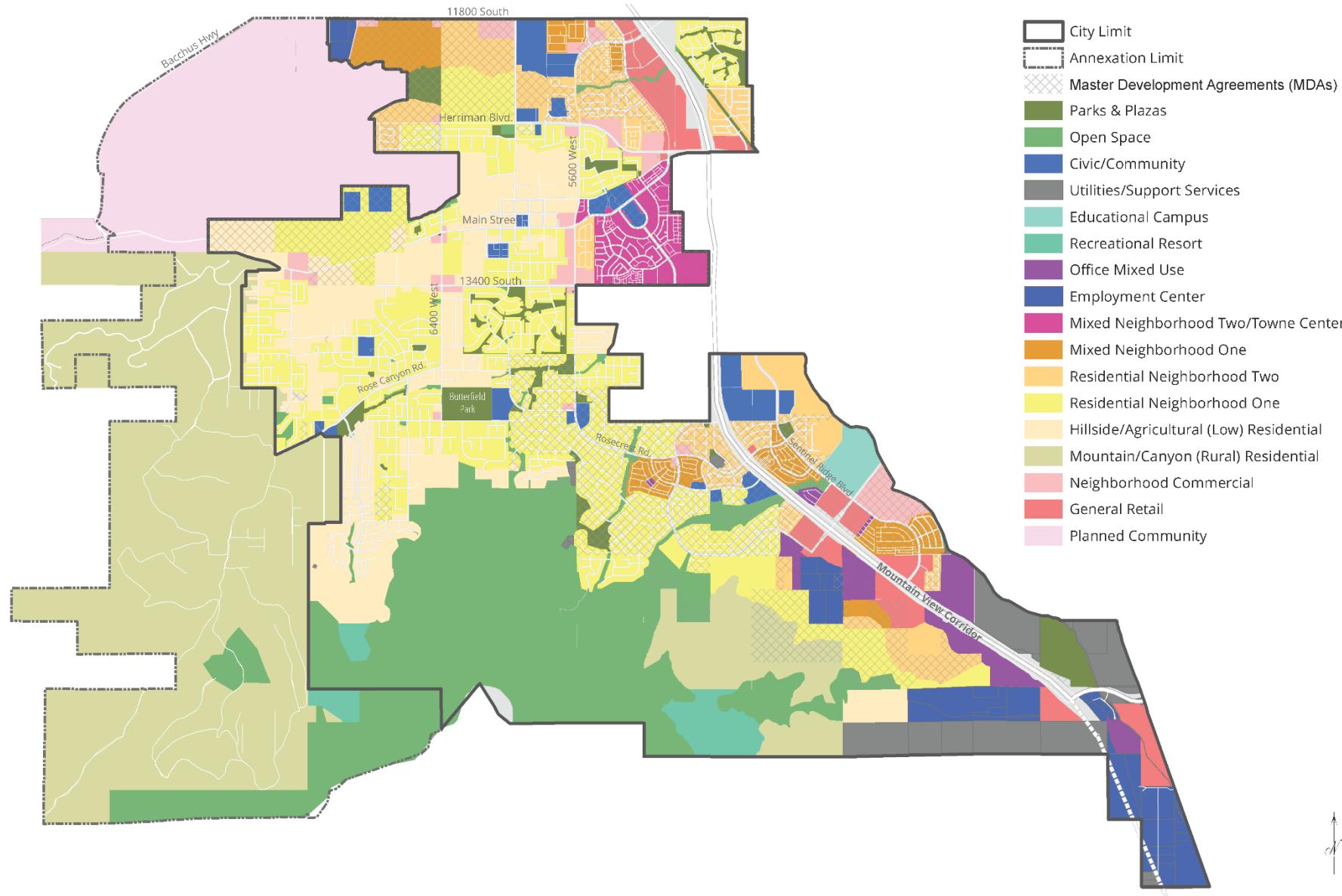
Land Use 2025

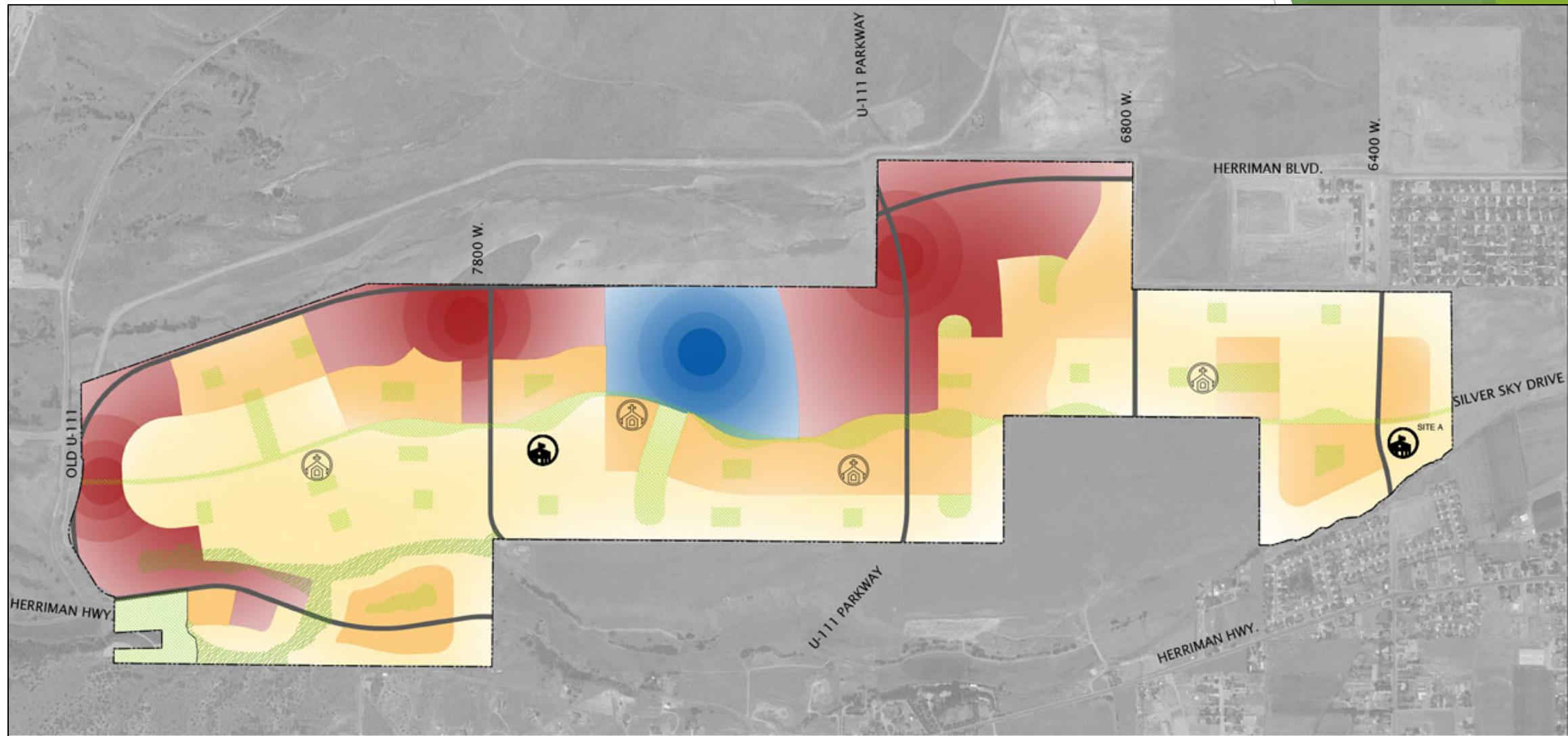
Hillside/ Rural Residential (0.5 - 1.7 du/acre)
Agricultural Residential (1.8 - 3.0 du/acre)
Low Density Residential (1.8 - 2.5 du/acre)
Single Family Residential (2.6 - 4.5 du/acre)
Medium Density Residential (4.6 - 8 du/acre)
High Density Residential (8 - 20 du/acre)
Mixed Use
Mixed Use - Towne Center
Commercial
Light Industrial Park/ Business Park
Public/ Institutional/ Cultural/ Schools
Military Operational
Quasi-Public/Utilities
Resort/ Recreational
Open Space
Parks and Recreation
Herriman City Limit

HERRIMAN GENERAL PLAN: FUTURE LAND USE & DEVELOPMENT

DRAFT FUTURE LAND USE & DEVELOPMENT MAP: JUNE 2021

FFKR | LANDSCAPE & PLANNING





Salt Lake County-Approved Plan up to 6,330 Residential Units

Timeline

- ▶ July 14, 2021 - Herriman City Council voted to accept Annexation Petition
- ▶ July 15, 2021 - Herriman City Planning Commission work session on draft Master Development Agreement
- ▶ July 15, 2021 - Herriman City Planning Commission public hearing on draft Design Guidelines
- ▶ July 21, 2021 - Herriman City Planning Commission work session on Master Development Agreement
- ▶ August 5, 2021 - Herriman City Planning Commission public hearing on draft Master Development Agreement and Design Guidelines with possible recommendation to City Council