



NOTICE OF PUBLIC MEETING PLANNING COMMISSION

Planning Commission
July 14, 2022 @ 5:30 PM

2603 Santa Clara Drive
Santa Clara, Utah 84765

Phone: (435) 673-6712
Email: contact@sccity.org

Public Notice is hereby given that the Planning Commission of the City of Santa Clara, Washington County, Utah, will hold a Planning Commission meeting in the City Council Chambers, 2603 Santa Clara Drive, Santa Clara, Utah, on Thursday, July 14, 2022, commencing at 5:30 PM. The meeting will be broadcasted via YouTube linked on our website at <https://sccity.org/meetings>.

The agenda for the meeting is as follows:

1. Call to Order

2. Opening Ceremony

- A. Pledge of Allegiance: Curtis Whitehead
- B. Opening Comments (Invocation): Curtis Whitehead

3. Communications and Appearances

4. Working Agenda

A. Public Hearing

- 1. Public Hearing to receive input to consider a proposed Rezoning of property at the intersection of Pioneer Parkway and future extension of Red Mountain Drive (Parcel #SC-6-2-9-43051212), and directly east of the Harmon's Shopping Center. The applicant, Dave Hunter, is proposing to rezone the property from the Planned Development Residential, PDR Zone to the Planned Development Commercial, PDC Zone to allow for a future mixed-use development including both commercial and residential uses. The subject property is approximately 19.98 acres in size.

5. General Business

A. Recommendation to City Council

- 1. Recommendation to the City Council to consider a proposed Rezoning of property at the intersection of Pioneer Parkway and future extension of Red Mountain Drive (Parcel #SC-6-2-9-43051212), and directly east of the Harmon's Shopping Center. The applicant, Dave Hunter, is proposing to rezone the property from the Planned Development Residential, PDR Zone to the Planned Development Commercial, PDC Zone to allow for a future mixed-use development including both commercial and residential uses. The subject property is approximately 19.98 acres in sizes.

B. Planning Commission approval

1. Conditional Use Permit approval to allow continuation of the existing use of the wireless communication facility located off Malaga Drive, as currently constructed. Verizon Wireless, applicant.
2. Conditional Use Permit approval (annual review) for mining operations including lava rock removal, located off Pioneer Parkway/Red Mountain Drive future intersection. Melissa Scott with JP Excavation, applicant.
3. Home Addition approval at 1408 Quail Street, located in the Historic District Residential Zone. Kelly Gates, applicant.
4. Home Renovation approval at 1398 Vernon Street, located in the Historic District Residential Zone. Jon Graf, applicant.

6. Discussion Items

- A. None

7. Approval of Minutes

- A. Request Approval of Regular Meeting minutes: June 23, 2022

8. Adjournment

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the City at least 24 hours in advance of the meeting by calling (435) 673-6712.

Posted this 8th day of July 2022.

Jim McNulty, Planning Manager



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Property Rezoning & Project Plan Summary and Recommendation

Public Body: Santa Clara City Planning Commission

Meeting Date: July 14, 2022

Current Zone: Planned Development Residential, PDR

Proposed Zone: Planned Development Commercial, PDC

Property Address: Intersection of Pioneer Parkway and future extension of Red Mountain Drive
(Parcel #SC-6-2-9-43051212)

Property Size: 19.98 acres

Request: Property Rezoning & Project Plan

Applicant Name: Dave Hunter

Staff Planner: Jim McNulty

Planning Staff Recommendation: Approval with conditions

Meeting Type: Public Hearing

PROJECT DESCRIPTION

The applicant, Dave Hunter (Silverado LLC), is requesting to rezone the subject property at the intersection of Pioneer Parkway and future extension of Red Mountain Drive (Parcel #SC-6-2-9-43051212), and directly east of the Harmon's Shopping Center. The subject property is 19.98 acres in size. The property is currently zoned Planned Development Residential, PDR and the applicant proposes to rezone it to the Planned Development Commercial, PDC Zone to allow for a mixed-use development.

The applicant and project team have been working with city staff on the most recent project design for several months. This item has been to multiple weekly TRC meetings and was discussed recently by the City Council during a work meeting. The Project Plan includes a total of four (4) phases as follows:

- **Phase 1 includes 28 two-story Toy Garage Units with an apartment.** Each unit will have large overhead doors to allow for storage of dirt bikes, side by sides, or other off-road vehicles as well as boats, RVs, classic cars, or other items. A two-car driveway will be provided with each unit as well. This phase of the project will be accessed via a public roadway to meet city requirements. This will allow for street parking as needed.
- **Phase 2 includes a 96-unit multi-family housing project.** A total of four (4) apartment buildings are proposed each housing twenty-four (24) units. A minimum of 192 parking spaces (1

Request: Property Rezoning & Project Plan

covered, 1 uncovered per unit) are required for the project. A pool, hot tub, and outdoor covered seating structure to provide shade are proposed as the project amenities.

- **Phase 3 will include a Sports Complex with thirty-four pickleball courts.** A total of twenty-four courts will be located within a building, with 10 courts being outside and adjacent to the proposed building. This phase also includes a sports bar & grille with a pickleball/sports related theme. Parking is vital for this site as the pickleball courts are likely to attract tournaments or other special events. This site includes a total of 179 parking spaces; however, 214 spaces are required by code. As a result, fifty-six (56) shared parking spaces have been provided in Phases 1, 2, and 4 for use.
- **Phase 4 includes a site for commercial uses associated with the project.** The Project Plan includes three (3) commercial buildings. At this time, potential users include a convenience store with a gasoline canopy, restaurants or other stores allowing for convenience of future residents.

ISSUES OF CONCERN/PROPOSED MITIGATION

City staff has been working with the applicant and project team on several items associated with the Project Plan. The following includes each item along with the proposed mitigation:

1. **Parking:** The Project Plan includes a total of 584 parking spaces. Chapter 17.32 requires a total of 528 parking spaces for the proposed mixed-use project. This includes a minimum of 192 spaces (1 covered, 1 uncovered) for the apartments project, with 56 spaces being required for the Toy Garages. The proposed sports complex/restaurant use requires 214 parking spaces, and the proposed commercial uses adjacent to Santa Clara Drive require 66 parking spaces. A total of 56 additional parking spaces have been provided in Phases 1, 2, and 4 for shared use. The applicant will be required to work with city staff during Subdivision Plat and Site Plan Review to verify required parking.
2. **Residential Unit Count:** The Project Plan includes a total of one hundred twenty-four (124) units. The proposed residential is in Phases 1 and 2. Phase 1 includes 28 two-story Toy Garage Units with apartments, with Phase 2 including 96 apartment units. The acreage for the two phases is 11.78 acres. This equates to a proposed density of 10.52 units/acre. As previously determined, the PDC Zone does not require a density bonus for a mixed-use project.
3. **Public Road Cross-Sections:** Silverado will be required to do public roadway improvements and dedications as part of the project. These public roads include the proposed public road (50' right-of-way) from Rachel Drive to Red Mountain Drive (a portion of which will be required) which are required to gain access to the site. Additionally, a deceleration lane will be required along Pioneer Parkway to the eastern project entry (Sports Complex/Restaurant site). The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
4. **Private Drive/Alley Cross-Sections:** Silverado will be required to do private drive improvements within the interior of the project Phases 2, 3, and 4). The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.

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5. **Open Space:** Chapter 17.68 requires at least 30% of a project area to be in common open space. The Project Plan includes approximately 40% of open space being proposed for the overall project (Phases 1, 2, 3, and 4). The applicant will be required to work with city staff during Site Plan Review for each project phase to verify these calculations.
6. **Public Trail Access:** An existing pedestrian trail is located along the property frontage (Pioneer Parkway) and will remain in place, excepting areas for access and public roadway improvements. Along the eastern edge of the project along Pioneer Parkway, a 15' maintenance/trail easement is shown on the Project Plan. This will also allow for public trail access around the northern edge of the site. The trail will include a pedestrian crossing along Red Mountain Drive to connect with the existing trail in the area. The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
7. **Project Amenities:** Chapter 17.68 requires project amenities including recreational facilities such as tennis courts, playground equipment, swimming pool, clubhouse, and other common amenities such as outdoor cooking/eating areas, gazebo, or gardens. The Silverado Project is proposing a pool, hot tub, and an outdoor covered seating structure for the apartment community. The Sports Complex includes 34 pickle ball courts which could also be used by the residents (Phases 1 & 2) of the project. A public trail will be put in place connecting the Pioneer Parkway trail with the existing trails to the north of the project. Public sidewalks will also be put in place allowing for pedestrian connections throughout the site. The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
8. **Building Design & Materials:** Chapter 17.68 requires the review of building design and materials. The Project Plan include four (4) project phases as follows:
 - **Phase 1 (Toy Storage)** includes a modern design with an aluminum panel system utilizing both a wood and metal finish appearance, with large windows for natural light. The roof will include a single ply membrane system. The building height for these buildings is 24' – 6".
 - **Phase 2 (Apartments)** includes a modern design with an exterior stucco system, a metal panel system, an aluminum panel system with wood finish, metal guard rails and large windows. The roof will include a single ply membrane system. The building height for the apartment buildings is 34' to the top of the roof canopy.
 - **Phase 3 (Sports Complex/Restaurant)** includes fiber cement or pre-finished metal cladding system with a pre-finished metal panel system, and an aluminum storefront system with a wood finish, with metal shade screening and windows. The roofing material will be standing seam metal. The building height for the Sports Complex building is 36' to the top of parapet. The building height of the Restaurant building is 37' – 6" which includes a second story with outdoor dining. **The PD Zone allows for a building height of 35'. Both buildings in this phase exceed this requirement.**
 - **Phase 4 (Commercial Uses)** includes an exterior stucco system, color fiber-cement or pre-finished metal cladding system, with an aluminum storefront and windows. The roof will include a single ply membrane system. The building height for the commercial buildings is 21' – 4" to the top of parapet. The applicant will be required to work with city staff and comply with all department recommendations to verify that all requirements have been met during Site Plan Review for each project phase.
9. **Landscaping & Water Efficiency:** Chapter 17.68 requires project landscaping and puts standards in place for the PD Zone. Section 17.68.050 discusses landscape design and water conservation principles. However, the city has an ordinance in place (**Ordinance #2022-05**) requiring all new development to be complaint with the Water Efficient Landscaping & Conservation Standards. The applicant will be

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required to work with city staff and comply with all department recommendations to verify that all requirements have been met during Site Plan Review for each project phase.

10. **Project Utilities:** Utilities (e.g., water, sewer, gas, etc.) will be required for the project. A secondary water connection will be required for outdoor water use. The applicant will be required to work with city staff and comply with all department recommendations during Subdivision Plat and Site Plan Review.
11. **Project Narrative:** The applicant has submitted a project narrative for your review and consideration (*copy attached*). City staff asked the applicant to update this item to match the Project Plan. It's likely that Planning Commission members will have questions for the applicant during the meeting.
12. **Development Agreement:** A copy of the draft Master Development Agreement has been included. Minor adjustments are still being made by city legal counsel. This document will be approved by the City Council.

NEIGHBORHOOD RESPONSE

Notices were sent to the property owners within 300' of the subject property. The subject property was also posted as per State Code. No responses have been received by city staff as of the writing of this report.

GENERAL PLAN CONSIDERATION

The Santa Clara City General Plan indicates a Main Street Commercial, MSC Land Use for the subject property. The proposed Planned Development Commercial Zone complies with the intent of the General Plan. The description and character objectives for the MSC Land Use states the following:

"Predominantly commercial uses on the ground level, including uses such as stores, restaurants, and offices with residences and/or offices on the 2nd floor to make it pedestrian friendly as well as accessible by automobile. The overall development should include some of the following: plazas, wide and attractive sidewalks, and curb extensions at pedestrian crossings. Tree-lined interconnected streets with sidewalks and shared parking are encouraged".

The proposed application includes a mixed-use project with both commercial and residential uses. The proposed retail businesses, sports complex, restaurant, and uses are encouraged in the General Plan.

STATE CODE CONSIDERATIONS

Utah Code, Section 10-9a-205 includes requirements for a rezoning of property (zoning map amendment). To rezone a property, a city must hold at least one public hearing. Additionally, a public hearing to consider a rezoning of property requires 10 days' notice rather than 24 hours' notice. A notice must also be sent to all property owners within 300' of the subject property, with a notice in a visible location, with a sign of sufficient size and durability. The city is also required to post on the State Public Notice website. Planning Staff has determined that all State Code requirements have been met with this application.

PLANNING STAFF RECOMMENDATION

Planning Staff recommends that the Planning Commission recommends approval of the proposed Silverado Property Rezone & Project Plan from the Planned Development Residential, PDR Zone to the Planned Development Commercial, PDC Zone subject to the following conditions:

1. That the applicant be required to go through the Subdivision Plat Review process including plat recordation.
2. That the applicant be required to go through the Site Plan Review process as per the PDC Zone requirements.
3. That a total of 584 parking spaces be provided as per the Project Plan. That a total of 56 shared parking spaces be provided in Phases 1, 2, and 4 as per the Project Plan.
4. That a total of 124 residential units be allowed as per the Project Plan which equates to 10.52 units/acre. This includes 28 two-story Toy Garages with apartments in Phase 1, with 96 apartment units in four (4) buildings in Phase 2.
5. That at least 30% of the project area be in common open space. The Project Plan includes approximately 40% open space.
6. That a public trail be provided and put in place as per the Project Plan.
7. That project amenities be provided and put in place as per the Project Plan.
8. That the building design and materials comply with the drawings as presented by the applicant. That substantial changes to the building design and materials require an amendment to the Project Plan.
9. That the proposed buildings in Phase 3 meet the allowed building height of 35' in the PDC Zone, or as recommended by the Planning Commission to the City Council for approval.
10. That the applicant be required to comply with City Ordinance #2022-05, Water Efficient Landscaping & Conservation Standards.
11. That secondary water connections be required for outdoor water use.
12. That a Master Development Agreement for the project be approved by the City Council.

With the following findings:

1. That the Rezoning is compliant with the Santa Clara City General Plan, Section 3.4.2 Mixed-Use Land Uses (Main Street Commercial, MSC).
2. That other properties in the immediate vicinity (east and southeast) of the site are zoned Planned Development Commercial, PDC.

After Recording, Return To:

City of Santa Clara
Attn: City Recorder
2603 Santa Clara Drive
Santa Clara, Utah 84765

MASTER DEVELOPMENT AGREEMENT
FOR
BLACK ROCK PLAZA

This *Master Development Agreement for Black Rock Plaza* (“**MDA**”) is made and entered as of the ____ day of _____, 2022, by and between the **City of Santa Clara**, a municipal corporation and political subdivision of the State of Utah (“**City**”) and **Silverado Development LLC**, a Utah limited liability company (“**Developer**”).

RECITALS

A. Definitions for capitalized terms used in this MDA, including in these Recitals, but not otherwise defined, are set forth in Section 1.2 of this MDA.

B. Developer is the owner of certain land situated within the municipal boundaries of the City, and more particularly described on **Exhibit A** to this MDA (“**Property**”). The Property is currently designated as Washington County Parcel No. SC-6-2-9-43051212.

C. Developer and the City desire the Property to be developed in a unified and consistent fashion.

D. The City has adopted the Planned Development Commercial zone (“**PDC**”). The City has designated, or will designate concurrently with the approval of this MDA, the PDC and the approved Project Plan, defined below, as the zoning designation for the Property. The City believes that the PDC and the approved Project Plan are a land use management vehicle which, collectively with this MDA, will result in the Development of the Property in an efficient, aesthetically pleasing, and sustainable fashion. The City and Developer believe this will result in a master-planned development benefitting its residents, and the remainder of the community.

E. 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 property tax and other revenues to the City based on improvements to be constructed on the Property.

F. The Parties desire to enter into this MDA to specify the rights and responsibilities of 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.

G. Developer hereby represents to the City that it is voluntarily entering into this MDA.

H. The Parties intend this MDA to be a “development agreement” within the meaning of, and entered into pursuant to the terms of, State Law.

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

TERMS

1. Incorporation of Recitals and Definitions.

1.1. **Incorporation.** The foregoing Recitals and the exhibits attached to this MDA are hereby incorporated into this MDA.

1.2. **Definitions.** As used in this MDA, the words and phrases specified below shall have the meanings indicated. Where applicable, the plural of a word has the same meaning as the singular and vice versa.

1.2.1. **Act** means the Utah Land Use, Development, and Management Act, Utah Code § 10-9a-101, *et seq.*, and any successor provision.

1.2.2. **Applicant** means any person or entity submitting a Development Application.

1.2.3. **Buildout** means the completion of Development activities in all developable portions of the Project in accordance with the PDC and this MDA.

1.2.4. **City** means the City of Santa Clara, a municipal corporation and political subdivision of the State of Utah.

1.2.5. **City Consultant** means any of those outside consultants employed by the City in various specialized disciplines including, but not limited to, law, planning, urban design, traffic, and hydrology or drainage, for reviewing certain aspects of the Development of the Project.

1.2.6. **City’s Future Laws** means the ordinances, policies, and standards which may be in effect as of a particular time in the future when a Development Application is submitted and which may or may not be applicable to the Development Application depending upon the provisions of this MDA.

1.2.7. **City’s Vested Laws** means the ordinances, policies, and standards in effect as of the date of this MDA, a digital copy of which is on file with the City Clerk. Unless otherwise

indicated, references to any “Section” of the City’s Vested Laws denotes a reference to the current City Code.

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

1.2.9. **Default** means a material breach of this MDA.

1.2.10. **Denial, Denied, or Deny** means a formal denial issued by the final decision-making body of the City with jurisdiction to issue a denial for a Development Application, or as applicable, the act of issuing such formal denial, but the term does not include review comments or “redlines” by City staff.

1.2.11. **Developer** means Silverado Development LLC, a Utah limited liability company, or its assigns.

1.2.12. **Development** means the construction of infrastructure, Residential Dwelling Units, or other improvements on the Property.

1.2.13. **Development Application** means a complete application (including the payment of all applicable fees to the City) for Development activities associated with the Project or a portion of the Project, including but not limited to an application for preliminary plat, final plat, site plan, grading permit, building permit, or any other permit, certificate, or other authorization from the City required for Development of the Project. The Development Application shall identify, and provide contact information for, a Development Application Agent in compliance with the requirements of this MDA.

1.2.14. **Development Application Agent** means an Applicant or an attorney for an Applicant, an owner/member or manager of an Applicant, or a licensed architect, licensed landscape architect, certified City planner, or professional urban designer with a minimum of a bachelor’s degree in urban design, engineering, or a related field, who has designed, or is responsible for the design, of all subdivision, site, or architectural related materials submitted within a Development Application. Acting on behalf of an Applicant, the Development Applicant Agent shall be the primary point of contact for the City with respect to any Development Application, and shall be available to meet and confer with City staff upon request by the City. The Development Application Agent shall present all Development Applications and related materials to City staff, the Planning Commission, and the City Council.

1.2.15. **Final Plat** means the recordable subdivision plat map or other graphical representation of land prepared in accordance with State Law and the City’s Vested Laws in order to effectuate a Subdivision of any portion of the Project.

1.2.16. **Lot** means an individual subdivided parcel (residential or commercial) shown on a Final Plat on which a Residential Dwelling Unit or other structure may be constructed.

1.2.17. **Maximum Residential Units** means the maximum number of Residential Dwelling Units approved for the Project, which is one hundred twenty-four (124). The Project shall not have more than the Maximum Residential Units at Buildout.

1.2.18. **MDA** means this Master Development Agreement including all its exhibits.

1.2.19. **Notice** means any notice to or from any Party to this MDA pursuant to the provisions of this MDA that is either required or permitted to be given to another Party.

1.2.20. **Open Space** means a park, playground, swimming pool, golf course, athletic field, trail, undeveloped / native area, or other area or open space that provides opportunities for active or passive recreational uses or leisure activities. Open Space shall not include any areas associated with a yard or building setback.

1.2.21. **Outsource** or **Outsourcing** means the process of the City contracting with City Consultants or paying overtime to City employees to provide technical support in the review and approval of the various aspects of a Development Application as is more fully set out in this MDA.

1.2.22. **Party** means either Developer or the City, as applicable; **Parties** means both Developer and the City.

1.2.23. **PDC** means the Planned Development Commercial zoning designation which has been adopted by the City. The PDC is part of the City's Vested Laws.

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

1.2.25. **Preliminary Plat** means a preliminary subdivision plat for any phase of the Project, or portion of a phase, showing information and features required by the provisions of the City's Vested Laws.

1.2.26. **Project** means the total development to be constructed on the Property pursuant to this MDA with the associated public and private facilities, and all of the other aspects approved as part of this MDA. The Project is currently anticipated to be known as Black Rock Plaza. The approved Project Plan for the Project is attached to this MDA as **Exhibit B** and is incorporated into the PDC zoning for the Project. The Project may be developed in multiple phases consistent with the provisions of the PDC and the Project Plan.

1.2.27. **Project Plan** means Developer's current conceptual plan for Development activities within the Project, as approved by the City and incorporated into the PDC zoning for the Project. A copy of the Project Plan is attached to this MDA as **Exhibit B**.

1.2.28. **Property** means the real property within the municipal boundaries of the City owned by Developer and to be developed by Developer pursuant to this MDA. The Property is more fully described on **Exhibit A** to this MDA.

1.2.29. **Public Infrastructure** means those elements of infrastructure that are planned to be dedicated to the City as a condition of the approval of a Development Application, which may include but may not be limited to public rights-of-way, streets, curb, gutter, sidewalk, trails, public parks or open spaces, utility and drainage easements, and public utility improvements such as culinary and secondary water, sewer, power, and telecommunications improvements.

1.2.30. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for residential use, including second homes.

1.2.31. **State Law** means the statutes adopted by the Utah legislature and the administrative regulations adopted by any administrative agency of the State of Utah together with judicial opinions binding in the State of Utah.

1.2.32. **Sub-Developer** means any person or entity who acquires any portion of the Project for Development activities, but will not include the purchaser of an individual residential Lot.

1.2.33. **Subdivision** means the division of any portion of the Project into developable Lots pursuant to State Law and/or the City's Vested Laws.

1.2.34. **Subdivision Application** means the Development Application to create a Subdivision.

2. Development Provisions.

2.1. **Mixed-Use Development.** Consistent with the general purpose of the PDC zone, the Project will be a mixed-use development with residential and commercial uses allowed and encouraged.

2.1.1. **Specific Approval.** Pursuant to Section 17.68.002 of the City's Vested Laws, the City Council, by approving this MDA, specifically approves the uses for the Property identified herein, subject to any conditions specifically stated in this MDA.

2.1.2. **Residential Uses Approved.** Notwithstanding any contrary provision of the City's Vested Laws, the City Council approves residential uses for the Property including apartments, detached single family units, and townhomes or attached single family units.

2.1.3. **Commercial Uses.** Developer shall have the right to develop commercial uses within the Project as anticipated by the City's Vested Laws. Without limitation, Developer may construct a recreation center or pickleball complex as part of the Project, and parking for a recreation center or pickleball complex may be shared and disbursed throughout the Project as a whole. Developer will be responsible to ensure that any commercial uses have adequate parking in accordance with the City's Vested Laws. Without limitation, certain areas of parking in the residential area of the Project may be designated as "Available for Business Parking" or another similar indication that patrons of the commercial uses may use such parking, so long as adequate residential parking remains to comply with any applicable requirements for residential parking

under the City's Vested Laws. In the case of large events held on the commercial portion of the Project, the owner of the commercial portion will be responsible to ensure that adequate parking is available for such events. This may require, without limitation, that the owner of the commercial portion of the Project make arrangements with adjacent or nearby landowners to allow temporary event parking on such adjacent or nearby parcels.

2.2. Compliance with this MDA. Developer shall develop the Project in accordance with the City's Vested Laws, the City's Future Laws (but only to the extent the same are applicable as specified in this MDA), and this MDA.

2.3. Project Plan Illustrative. The Parties recognize that the specific needs and desires of the community may change over time. Thus, while the current Project Plan attached to this MDA as **Exhibit B** is intended to be a general guide as to the scope and nature of Development activities within the Project, the Project Plan is illustrative and the specific Development activities, including the phasing of Development, are subject to change. Nevertheless, all Development activity will be governed by this MDA and the City's Vested Laws with any material deviations to from the Project Plan to be approved by the Planning Commission provided the proposed deviations fall within the scope of Planning Commission approval under Santa Clara City Code § 17.68.070. Such approval may not be withheld if such material deviations otherwise comply with this MDA and the City's Vested Laws (or the City's then current laws if the Developer elects to have the City's then current laws apply to such changes to the Project Plan pursuant to Section 3.3.1).

2.4. Project Density. At Buildout of the Project, Developer shall be entitled to have developed the Maximum Residential Units, as defined above, but only to the extent such Development is possible under this MDA and the City's Vested Laws. The specific density for Residential Dwelling Units of any phase will be determined with the final plat for such phase. Commercial uses, office uses, and other uses which are not Residential Dwelling Units will not be included in the calculation of Maximum Residential Units.

2.5. Utility Will-Serve Letter Required for Approval. No Development Application would permit the recordation of a Final Plat for any portion of the Project unless Developer provides a "will-serve" letter ("**Will-Serve Letter**") from the Washington County Water Conservancy District ("**WCWCD**") for culinary water; and Dominion Energy for natural gas (or their respective successor providers). Notwithstanding anything herein to the contrary, in the event that at the time that approval of any Final Plat is sought, the WCWCD has not yet established a system for the issuance of Will-Serve Letters for culinary water, then proof of acceptance by WCWCD of payment of WCWCD impact fees for the Final Plat for which approval is sought shall be accepted by the City as evidence of the WCWCD's intent to provide culinary water sufficient to service the Project without the need for a Will-Serve Letter from WCWCD.

2.5.1. Contents of Will-Serve Letter. The Will-Serve Letter must: (a) be addressed to the City; (b) be issued from a provider of utilities regulated by the Utah Public Utilities Commission or otherwise authorized under State Law to provide the utility service in question; (c) state that the provider has the capacity and ability to provide the utility service in question to the area identified in the Will-Serve Letter; (d) identify any infrastructure or capital facilities project which is required by such provider in order to provide the utility service in question to the area

identified in the Will-Serve Letter; and (e) identify any impact fees owed to such provider in connection with the recordation of a Final Plat or issuance of a building permit for a Residential Dwelling Unit or other structure within the area identified in the Will-Serve Letter.

2.5.2. Timing of Infrastructure Construction. Notwithstanding anything in this MDA to the contrary, Developer will not be required to complete the infrastructure required to deliver such utility service to Residential Dwelling Units or other structures within the area identified in a Will-Serve Letter prior to recordation of a Final Plat if Developer posts a completion assurance for such infrastructure as provided in Utah Code § 10-9a-604.5 and any applicable provisions of the City's Vested Laws.

2.6. Community Associations and Restrictive Covenants. Developer may establish one or more home owners association or property owners association (each such entity, an "HOA") for the Property or for portions thereof and record covenants, conditions, and restrictions ("CC&Rs") against the Property or portions thereof. If any portion of the Project contains public amenities (parks, etc.) which the City is unwilling to accept or maintain, Developer shall establish an HOA to maintain the same. Pursuant to applicable CC&Rs, the HOA will have authority to levy assessments to finance the maintenance of any public amenities for which it is responsible.

3. Zoning and Vested Rights.

3.1. Zoning. The City has designated the PDC as the zoning district applicable to the Property.

3.2. Vested Rights Granted by Approval of this MDA. Except as provided below in Section 3.3 of this MDA, to the maximum extent permissible under State Law, the laws of the United States, and principles of equity, the Parties intend that this MDA grants Developer all rights to develop the Project in fulfillment of this MDA, the City's Vested Laws, and the PDC except as specifically provided herein. The Parties specifically intend that this MDA grant to Developer "vested rights" as that term is construed in Utah's common law and Utah Code § 10-9a-509.

3.3. Exceptions. The restrictions on the applicability of the City's Future Laws to the Project, as specified above, are subject to only the following exceptions:

3.3.1. Agreement by Developer. Any of the City's Future Laws to which Developer specifically agrees to in writing, which Developer may do at Developer's sole discretion, will apply to the Project. If Developer makes the election for any portion of the City's Future Laws to apply to the Project, then such portion of the City's Future Laws shall apply until Buildout.

3.3.2. Compliance with State and Federal Law. Any of the City's Future Laws which are generally applicable to all properties in the City and which are necessary and required to comply with State Law or federal laws will apply to the Project.

3.3.3. Building Codes. Any of the City's Future Laws which update the City's infrastructure standards, any new editions or replacements thereof, and any of the City's Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical,

dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, AAHSTO Standards, the Manual of Uniform Traffic Control Devices, or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the state or federal governments and are required to meet legitimate concerns related to public health, safety, or welfare will apply to the Project.

3.3.4. Taxes. The Project will be subject to taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons, and entities similarly situated.

3.3.5. Fees. The Project will be subject to changes to the amounts of fees for the processing of Development Applications that are generally applicable to all Development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted by the City pursuant to State Law.

3.3.6. Impact Fees. The Project will be subject to Impact Fees or modifications thereto which are lawfully adopted and imposed by the City pursuant to Utah Code § 11-36a-101 *et seq.*

3.3.7. Planning and Zoning Modification. The Project will be subject to changes by the City to its planning principles, and design standards such as architectural or design requirements, setbacks, or similar items so long as such changes do not work to change the Maximum Residential Units and such changes are generally applicable across the entire City.

3.3.8. Compelling, Countervailing Interest. Any laws, rules, or regulations that the City's land use authority finds, on the record, are necessary to avoid jeopardizing a compelling, countervailing public interest pursuant to Utah Code § 10-9a-509, or any successor provision, will apply to the Project.

4. Term of Agreement. This MDA shall remain in full force and effect until the earliest to occur of the following: (a) when the City has issued certificates of occupancy for all of the Maximum Residential Units and all commercial units contemplated in the approved Project Plan; (b) fifty (50) years after this MDA is recorded in the office of the Washington County Recorder; or (c) the mutual, written agreement of the City and Developer to terminate this Agreement.

5. Processing of Development Applications.

5.1. Submitting Development Applications. Developer and any other Applicant shall submit Development Applications for improvements within the Project in the manner required under this MDA and the City's Vested Laws (or, if applicable, the City's Future Laws).

5.2. Outsourcing of Processing of Development Applications. The City may, in its sole discretion, elect to Outsource the review of any aspect of the Development Application to ensure that it is processed on a timely basis. If the City determines that Outsourcing is appropriate, then the City shall promptly estimate the reasonably anticipated differential cost of Outsourcing in the manner selected by Developer in a good faith consultation with Developer. If Developer notifies the City that it desires to proceed with the Outsourcing based on the City's estimate of costs, then

Developer shall deposit in advance with the City the estimated differential cost and the City shall then promptly proceed with having the work Outsourced. When the Outsourcing services are complete and the City has provided Developer with an invoice (and such reasonable supporting documentation as may be requested by Developer) for the actual differential cost (whether by way of paying a City Consultant or paying overtime to City employees) of Outsourcing, Developer shall, within fifteen (15) business days thereafter, pay or receive credit (as the case may be) for any difference between the estimated differential cost deposited for the Outsourcing and the actual cost differential.

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

5.4. Independent Technical Analyses for Development Applications. If the City needs technical expertise beyond the City's internal resources to process a Development Application, the City may engage such experts as City Consultants with the actual and reasonable costs being the responsibility of Applicant. The City Consultant undertaking any review by the City required or permitted by this MDA shall be selected from a list generated by the City for each such City review pursuant to a "request for proposal" process or as otherwise allowed by City ordinances or regulations. The anticipated cost and timeliness of such review may be a factor in choosing the expert.

5.5. City Denial of a Development Application. If the City denies a Development Application, the City shall provide a written determination advising the Applicant of the reasons for denial; and, in the event that the decision was an administrative and not a legislative decision, ~~including specifying the reasons the City believes that the Development Application is not consistent with this MDA, and/or the City's Vested Laws (or, if applicable, the City's Future Laws).~~ If the denial was during a public meeting held by the body responsible for the denial, the City may satisfy this requirement by providing the written minutes of the meeting following the approval of such minutes by the responsible body if the reasons for denial are stated on the record and are reflected in the minutes.

5.6. Meet and Confer regarding Development Application Denials. Subject to any limitations on timing for reconsideration of denials of land use decisions under the City's Vested Laws, the City and Applicant shall meet within fifteen (15) business days of any Denial in a good-faith attempt to resolve the issues specified in the Denial of a Development Application.

5.7. No Waiver. No Party will be deemed to have waived any rights under the Act by following, or attempting to follow, the meet and confer ~~dispute resolution~~ provisions of this MDA. Specifically, the Parties agree that the time to appeal any land use decision under the Act will be tolled while the Parties are pursuing such any dispute resolution provisions. In any action brought

under the Act, each Party agrees to refrain from asserting as a defense the other Party's failure to comply with the time for filing an action under the Act, but only if such other Party has followed, or attempted to follow, the dispute resolution provisions of this MDA.

6. Application Under City's Future Laws. An Applicant may at any time, choose to submit a Development Application for any portion of the Project under the City's Future Laws in effect at the time of the Development Application by providing express written notification of Developer's choice to the City. If Developer elects to do so, all subsequent Development Applications for the portion of the Project identified in Developer's written notice will be subject to the City's Future Laws.

7. Public Infrastructure.

7.1. Project Improvements. All improvements required to be constructed for the Project are presumed to be "project improvements" (and not "system improvements" that qualify for reimbursement by the City) unless: (a) such improvements are specifically identified as system improvements in this MDA; (b) the City requires Developer to upsize such improvements; or (c) the improvements are identified as system improvements in an Impact Fees Facilities Plan adopted by the City pursuant to Utah Code § 11-36a-101, *et seq.*, or any successor provision.

7.2. Construction by Developer. Developer shall have the right and the obligation to construct or cause to be constructed and installed, or bond for the construction and installation of, all Public Infrastructure reasonably and lawfully required as a condition of approval of the Development Application. The City will provide Developer with reasonable access for the construction of Public Infrastructure, but it shall be Developer's obligation to obtain any access or easement rights for construction of the Public Infrastructure which the City does not have the authority to grant.

7.3. Bonding. To the extent required by the City's Vested Laws, unless otherwise provided by State Law, Developer shall provide security for completion of Public Infrastructure, or any portion thereof. Developer shall provide such security in a form acceptable to the City or as specified in the City's Vested Laws or the City's Future Laws (as applicable). Partial releases of any such required security shall be made as work progresses based on the City's Vested Laws or the City's Future Laws (as applicable).

7.4. Public Streets. Unless otherwise indicated on the Project Plan, All streets in the Project will be public and shall be constructed in compliance with the City's Vested Laws. Such streets will be dedicated to the City upon completion and acceptance by the City. ~~This requirement does not include private drives, driveways, alleys, parking areas, and the like which are approved as depicted in the Project Plan and~~ Any streets which will remain private and will be the responsibility of Developer and its successors or assigns to own and maintain; provided, however, that the Developer may require that an HOA own and maintain any private streets in the Project.

7.5. Reimbursement. The City shall not require Developer construct any system improvements or upsize any Public Infrastructure which is ~~already~~ part of a current or future City Impact Fee Facilities Plan adopted by the City ("IFFP") unless the Parties enter into a mutually-

acceptable impact fee reimbursement or credit agreement which is approved by the City Council and which allows Developer to recover costs incurred in connection with upsizing Public Improvements or otherwise constructing system improvements, ~~which costs would otherwise have been borne by the City under the applicable Impact Fee Facilities Plan~~. For purposes of this MDA, “upsized” means to construct infrastructure with greater size, volume, or capacity than is necessary to serve only the Project or which otherwise qualify as “system improvements” under the Utah Impact Fees Act in effect as of the date of this MDA and which is not otherwise required as a result of the additional demand anticipated to be placed on existing infrastructure by the Project.

8. Default.

8.1. **Notice.** Neither Party will be deemed in default under this MDA unless: (a) such Party has failed to perform any of its duties or obligations under this MDA; (b) the other Party has provided written notice of the alleged default (“**Notice of Default**”) containing the contents identified below and delivered in the manner provided by this MDA; and (c) the default remains uncured for thirty (30) days after receipt of the Notice of Default.

8.2. **Contents of the Notice of Default.** The Notice of Default shall include the provisions set forth below.

8.2.1. **Specific Claim.** The Notice of Default must specify the claimed event, occurrence, or failure to perform which is claimed to be a default under this MDA (“**Event of Default**”).

8.2.2. **Governing Provisions.** The Notice of Default must identify any applicable law, rule, regulation, or provision of this MDA that is claimed to be relevant to the Event of Default.

8.2.3. **Materiality.** The Notice of Default must identify why the Event of Default is material.

8.2.4. **Supporting Documentation.** The Party alleging the Default should include with the Notice of Default sufficient documentation, including photos, maps, charts, affidavits, etc., to allow the other Party to evaluate and, if appropriate, respond to the allegations.

8.3. **Meet and Confer.** If the Event of Default remains uncured for more than thirty (30) days after the issuance of the Notice of Default, the Parties shall engage in the “Meet and Confer” process specified in Sections 5.6 of this MDA.

8.4. **Remedies.** If the Parties are not able to resolve the Default by “Meet and Confer” or by other mutually agreed alternative dispute resolution method, such as mediation, then the Parties may have the following remedies, except as specifically limited herein:

8.4.1. **Equity.** All rights and remedies available in equity, including, but not limited to, injunctive relief and/or specific performance.

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

8.4.3. **Future Approvals.** In the case of an Event of Default on the part of Developer, the City will have the right to withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits for Development activities within the Project.

8.5. **Public Meeting.** Before any of the foregoing remedies may be imposed by the City, the Party alleged to have committed an Event of Default shall be afforded the right to attend a public meeting before the City Council and dispute the alleged Event of Default. Such Party will have the right to present evidence and witnesses and may be represented by legal counsel. The City will have the right to rebut the alleged defaulting Party's evidence and cross-examine witnesses. If, after hearing all the evidence, the City Council finds that an Event of Default has occurred, the City Council shall make such finding on the record, by majority vote.^f

8.6. **Emergency Defaults.** Notwithstanding any contrary provision of this MDA, if the City Council finds on the record at a public meeting of the City Council that an Event of Default materially impairs a compelling, countervailing interest of the City and that any delays in responding to such Event of Default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of Section 8.4 of this MDA without satisfying the requirements of Section 8.5 of this MDA. However, in so doing the City must: (a) provide an emergency Notice of Default using the procedure identified in Section 8.1 and Section 8.2 of this MDA; and (b) follows the process identified in Section 8.5 of this MDA at the next public meeting of the City Council following the issuance of the emergency Notice of Default. If the City is found to have wrongly issued the emergency Notice of Default, the City will be liable to Developer for any damages incurred as a result thereof.

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

8.8. **Default of Sub-Developer.** An Event of Default on the part of a Sub-Developer shall be limited to such Sub-Developer and will not be deemed an Event of Default on the part of Developer.

8.9. **Limitation on Recovery for Default – No Damages.** Except as expressly provided in State Law, no Party shall be entitled to any claim for any monetary damages as a result of any breach of this MDA and each Party waives any claims thereto, except that the City may unilaterally withhold all further reviews, approvals, licenses, building permits, certificates of occupancy, and/or other permits for Development of the Project in the case of a Default by Developer or any assignee, and may seek payment of any unpaid fees for Outsourcing.

9. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by personal delivery (including national overnight delivery service) or Certified U.S. Mail.

9.1. **Address for Notice.** Notice shall be delivered to the Parties at the following addresses:

To Developer:

Silverado Development, LLC
Attn: Joe Brown
1510 E. 840 N.
Orem, Utah 84097
Email: joe@silveradobc.com

With a copy to:

Kirton | McConkie
Attn: Daniel C. Dansie
50 E. South Temple Street, Suite 400
Salt Lake City, Utah 84111
Email: ddansie@kmclaw.com

To the City:

City of Santa Clara
Attn: City Manager
2603 Santa Clara Drive
Santa Clara, UT 84765
Email: bjacobsen@sccity.org

With a Copy to:

Snow Jensen & Reece, PC
Attn: Matthew J. Ence
912 W. 1600 S. Ste. B200
St. George, UT 84770
Email: mence@snowjensen.com

9.2. **Notice to Sub-Developer.** Upon conveyance of any portion of the Property to a Sub-Developer, Developer shall provide the City with an address for notice to such Sub-Developer. If Developer fails to do so, the City may give notice to such Sub-Developer at the address on file with the Washington County Assessor with respect to the portion of the Property owned by such Sub-Developer.

9.3. **Effectiveness of Notice.** Except as otherwise provided in this MDA, each notice shall be effective and shall be deemed delivered as follows:

9.3.1. **Personal Delivery.** Notices delivered personally or by national overnight delivery service will be deemed delivered upon actual receipt by the Party to whom it is sent.

9.3.2. **Mailing.** Notices delivered by Certified U.S. Mail will be deemed delivered upon the earlier of: (a) the receiving Party's actual receipt of the notice, as evidenced by a signature collected by the U.S. Postal Service; or (b) four (4) business days after mailing if a conformed copy of the notice is also sent by First-Class U.S. Mail contemporaneously with the Certified U.S. Mail.

9.3.3. **Electronic Delivery.** Notwithstanding any contrary provision of this MDA, the Parties may consent in writing to receive notices hereunder by electronic or digital means which provides immediate delivery. If a Party so consents, the notice in question will be deemed delivered upon the earlier of: (a) the actual transmission of the electronic or digital notice if the receiving Party acknowledges receipt; or (b) four (4) days after transmission if a conformed copy of the notice is also sent by First-Class U.S. Mail roughly contemporaneously with transmission by electronic or digital notice.

10. Assignment and Parties Bound. The duties and obligations arising under this MDA will run with the land.

10.1. **Sub-Developers.** In the event Developer conveys a portion or portions of the Property to a third-party or third-parties, each such third-party, upon taking title to a portion of the Property (each a "**Sub-Developer**") will be deemed to have assumed the obligations, rights, and duties of Developer with respect to the portion of the Property. An Event of Default on the part of Developer will not be deemed an Event of Default on the part of a Sub-Developer and any remedies available for such Event of Default will be exercised solely against Developer. An Event of Default on the part of a Sub-Developer will not be deemed an Event of Default on the part of Developer or any other Sub-Developer and any remedies available for such Event of Default will be exercised solely against the defaulting Sub-Developer. Notwithstanding the foregoing, any person acquiring a Residential Dwelling Unit or an individual Lot will not be deemed a Sub-Developer and will not be deemed to have assumed the obligations of Developer hereunder.

10.2. **Recorded Against the Property.** This MDA shall be recorded against the Property in the office of the Washington County Recorder. All persons taking title to any portion of the Property shall be deemed to have notice of the terms and provisions hereof.

11. Miscellaneous Provisions.

11.1. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidence of the Parties' intent.

11.2. **No Third-Party Rights and No Joint Venture.** This MDA does not create a joint venture relationship, partnership, or agency relationship between the City or Developer. Further, except in the case of Sub-Developers as provided herein, the Parties do not intend this MDA to create any third-party beneficiary rights.

11.3. **No Waiver.** The failure of any Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future date any such right or any other right it may have.

11.4. **Severability.** The invalidity or unenforceability of any provision of this MDA will not affect the validity or enforceability of the remaining provisions hereof. 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.

11.5. **Force Majeure.** Any delay or stoppage in the performance of any obligation under this MDA which is due to events beyond the reasonable control of the Party affected thereby (“**Force Majeure Event**”) will be dealt with as provided in this Section. For purposes of this MDA, Force Majeure Events include: pandemics or widespread health crises; strikes; labor disputes; the inability to obtain labor, materials, equipment or reasonable substitutes therefor; fires; earthquakes, floods, unreasonably severe weather, and other acts of God; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; or other casualties or other causes beyond the reasonable control of the Party obligated to perform. Upon the occurrence of a Force Majeure Event, the affected Party shall give written notice thereof to the other Party and, thereafter, the Party giving notice shall be relieved of the obligation to perform while the circumstances giving rise to the Force Majeure Event persist, and for a reasonable amount of time thereafter.

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

11.7. **Applicable Law.** This MDA is entered into in the State of Utah and shall be construed in accordance with the procedural and substantive provisions of the laws of the State of Utah.

11.8. **Venue.** Any action to interpret or enforce this MDA shall be brought only in the District Court for the judicial district where the Property is located.

11.9. **Entire Agreement and Amendment.** This MDA and all exhibits to this MDA constitute the entire agreement between the Parties and may not be amended, modified, or supplemented except in a written instrument signed by both Developer and the City. The City and a Sub-Developer may modify the provisions of this MDA **but only** to the extent they affect the portion of the Property owned by such Sub-Developer.

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

11.11. **Authority.** The Parties to this MDA each warrant that they have all of the necessary authority to execute this MDA. This MDA and the execution and recording hereof have been approved by the vote of the City Council at a duly noticed meeting held for that purpose.

[End of MDA. Signature Pages Follow.]

The Parties hereto have executed the foregoing MDA by and through their respective, duly authorized representatives as of the day and year first written above.

CITY:

City of Santa Clara, a municipal corporation and political subdivision of the State of Utah

By: _____

Printed Name: _____

Title: _____

Approved as to form:

Attest:

City Attorney

City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 2021, personally appeared before me _____ who being by me duly sworn, did say that he/she is the _____ of the City of Santa Clara, a political subdivision of the State of Utah, and that the foregoing instrument was signed by him/her with due authorization of said City.

NOTARY PUBLIC

DEVELOPER:

Silverado Development, LLC, a Utah limited liability company

By: _____

Printed Name: _____

Title: _____

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF _____)

On the ____ day of _____, 2022, personally appeared before me _____, who being by me duly sworn, did say that he/she is the _____ of _____, a Utah limited liability company, and that the foregoing instrument was signed by him/her with due authorization of said company.

NOTARY PUBLIC

|

EXHIBIT A

(Legal Description of the Property)

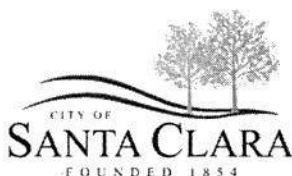
DRAFT

|

EXHIBIT B

(Approved Project Plan)

DRAFT



Potential PC Date: _____ (Note: The application will not be placed on a Planning Commission agenda until **ALL** required submittals have been received by the Building Dept)

**PLANNED DEVELOPMENT ZONE CHANGE APPLICATION &
CHECKLIST (also for PD Zone Amendment)
*Application Fee**

I. PROPERTY OWNER(S) / APPLICANT INFORMATION

APPLICANT: **Silverado Storage SG LLC**

MAILING ADDRESS: **1510E 850N Orem UT 84097**

PHONE: **801-885-2611** E-MAIL ADDRESS: **dave@silveradobc.com**

CONTACT PERSON / REPRESENTATIVE: **Dave Hunter**

MAILING ADDRESS: **1510E 850N Orem UT 84097**

PHONE: **801-885-2611** E-MAIL ADDRESS: **dave@silveradobc.com**

PROPERTY INFORMATION

PROJECT NAME: **Black Rock Plaza**

LOCATION OF SUBJECT PROPERTY: **Pioneer PKWY , Santa Clara**

TAX ID (PARCEL) NUMBER: **SC-6-2-9-43051212** GENERAL PLAN: **Mixed use**

EXISTING ZONING: **PD-R** PROPOSED ZONING: **PD-C**

TOTAL ACREAGE OF PROPOSED ZONE CHANGE: **19.98**

CITY STAFF REVIEW (TRC)

When did this proposal appear before TRC? _____

IV. APPLICATION REQUIREMENTS

PHYSICAL SUBMISSION

- ☐ Planned Development Zone Change Application
- ☐ List of property owners within 300', formatted as mailing labels, prepared by a title company or other entity
- ☐ Mailing label radius map
- ☐ Payment of filing fee

*\$500 (filing fee) + acreage fee; < 1 acre no acreage fee; 1-100 acres: \$50 / acre; 101 -500 acres: \$25 /acre
Over 500 acres: \$10 / acre

No fee for acreage designated as natural area Open Space and zoned Open Space if over ten acres.

- ☐ Color and materials board (20"x30" maximum size, each color and material must be labeled, and materials must also be numbered and called out on an elevation drawing)

DIGITAL SUBMISSION (note; the Project Plan requirements are found in section 17.68.30 of Zoning code, and summarized below) Submit the items below to: snez@sccity.org

The subject line of your email must read as PD Zone Change Application (Project Name)

- ☐ A project area map
- ☐ A legal description and surveyed site plan in DWG (AutoCad) format prepared by a licensed surveyor or engineer
- ☐ Project Plan(s) including but not limited to:
 - ☐ Colored site development plan, and colored building elevations for all four sides of building(s).
 - ☐ Landscape plan showing the general location of landscaped area and trees and the location of any areas to be preserved in their natural state
 - ☐ Topography at contour intervals of two feet (2') (unless waived by city staff)
 - ☐ A phasing plan, if the development is proposed to be developed in phases
 - ☐ Refuse storage areas screened so that materials stored within these areas are not visible from public streets
 - ☐ Vehicular and pedestrian circulation plan including trails, and also including safe and convenient turning space for cars, sewer vehicles, refuse collection vehicles, firefighting equipment, etc., at the end of private drives and dead-end streets. Show road widths. The city may require a Traffic Impact Study (TIS) if deemed necessary.
 - ☐ Statement or exhibit that all utilities are underground
- ☐ Building height and elevations: the type, character and proposed height of all buildings
- ☐ A detailed narrative (written text) of the proposed development, including but not limited to:
 - ☐ A detailed list of proposed uses
 - ☐ The proposed density in terms of dwelling units per gross acre of land and proposed floor area of non-residential uses per acre
 - ☐ Description of the proposed uses of land, including percentages of land devoted to various types of land use, such as open space, building coverage, parking area, and landscaped area.
 - ☐ A description of the proposed exterior building materials, including roof materials
- ☐ Application Fees Paid

V. APPLICANT AGREEMENT

I (we) have read and understood the requirements of this application and all information is true and accurate to the best of my (our) abilities. The application must be signed by the current property owner or a signed statement from the current property owner that the applicant is authorized to submit this application on behalf of the property owner.

DAVE HUNTER
 Printed Name
 Signature
 MANAGER - SULLYARDS STORAGE SG
 Property Owner / Authorized Agent



Date 3-28-22

Printed Name

Signature

Date

Property Owner / Authorized Agent

Narrative for Zone Change

This is a description for the rezone application of the proposed uses of the Silverado Storage SG LLC development for the 19.98 acres on Pioneer Pkwy in Santa Clara.

Silverado Storage SG LLC intends to develop the Parcel Number SC-6-2-9-43051212 to have the best possible value for local residents, visitors and the city. Therefore we propose a mixed use plan that is divided into 4 different phases that each serve a distinct purpose.

Phase one is toy garages. The surroundings of Santa Clara offer various outdoor activities, that often include the use of dirt bikes, side by sides and other vehicles. To support this need, Silverado Storage SG LLC plans to build 2-story luxury toy garages. These buildings are situated at the north side of the property and will take in the breathtaking views of the valley and beautiful red rock. The proposed plan shows 28 toy garages, of which 14 offer a bedroom upstairs, which is convenient for owners that do not permanently reside in Santa Clara.

Phase two is multi family housing. Santa Clara has seen tremendous population growth in the past 10 years and it is only accelerating. To support that need, we plan to build 4 multi family buildings with 96 units in total. We strive to build desert modern housing that integrates well with the surroundings of Santa Clara and adds additional value to the community through well built quality and amenities for the residents. These amenities will include a pool and hot tub.

Phase one and two sit on 11.78 acres and will be used as residential area. The density is 10.5 units/acre with 124 units.

The building footprint of the toy garages is 60,956 sqft. The building footprint of the apartments is 37,872 sqft. This adds up to a gross footprint area of 98,828 sqft, which accounts for 19% of the residential area. Driveway/Parking is 21% of total area (108,355 sqft). Public street area is 15% of total area (74,038 sqft). Open space area is 45% (231,858 sqft). Landscaped open space is 45% (229,259 sqft).

Phase three is a sports complex with an entertainment area. This is one of the main highlights of the proposed plan, that will stand out in the community of Santa Clara and beyond. The sports complex will offer indoor and outdoor pickle ball courts, which will facilitate tournaments and may draw additional interest and tourism into the Santa Clara area. Additionally, we plan to add an entertainment area with a small stage and gathering area for local events. This section will be designed to have a vibrant feel, that attracts lots of visitors that will love to return to this location. To ensure enough parking for big events or other special occasions, overflow parking will be available to visitors of the sports complex at the apartment site.

The attached document „Silverado Santa Clara Site Plan.pdf“ shows a cross walk between the sports complex and the apartments.

Total acreage of the sport complex is 5.53 acres. The building footprint of the sports complex and the restaurant is 29% of the total area (68,913 sqft). Driveway/Parking is 26% of the total area (62,629 sqft). Outdoor court area is 7% of the total area (18,000 sqft). Landscape/open space is 38% of the total area (91,560 sqft)

Phase four is commercial retail buildings. These may include a gas station with a c-store, restaurants and/or stores, which will be convenient for residents of the multi family housing, owners of toy garages, and residents or visitors of the Santa Clara area.

Total acreage of the commercial retail area is 2.67 acres. Total number of buildings is 3. The building footprint is 14% (16,509 sqft) of the total area. Driveway/parking is 55% (63,961 sqft) of the total area. Landscaped open space is 31% (33,633 sqft) of the total area.

Our proposed exterior building materials to provide a cohesive design aesthetic are the following:

- Aluminium cladding and shading systems with wood finish
- Weathered steel exterior panel system
- Exterior stucco system
- Landscape wall features
- Pre-finished metal system
- Metal panel shade fin elements

The attached document „220316_Silverado Santa Clara - Elevation Sheets SM.pdf“ shows all materials. The elevation sheet show examples of use of these materials for the different phases.

The roofing material for Phase 1,2 and 4 is single ply membrane. The roofing material for Phase 3 will be standing seam metal.

In conclusion, we want to add that Silverado Storage SG LLC designs all 4 phases to not only fit into Santa Clara but also to complement each other. We strive to provide a mixed use development that addresses Santa Claras needs and adds value to the community.

SILVERADO SANTA CLARA

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF "RACHEL DRIVE", SAID POINT BEING NORTH 00° 37' 37" EAST, 858.22 FEET ALONG THE SECTION LINE AND SOUTH 89°22'23" EAST, 30.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00° 37' 37" EAST, 250.16 FEET, MORE OR LESS, TO THE BOUNDARY LINE OF THE "SANTA CLARA CITY" PROPERTY (DOCUMENT # 20130034239); THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING NINETEEN (19) COURSES: SOUTH 86° 54' 29" EAST, 18.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 28° 35' 31", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 36' 43" EAST, 98.77 FEET; THENCE ALONG THE ARC OF SAID CURVE 99.80 FEET; THENCE SOUTH 58° 18' 58" EAST, 59.95 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 29' 16", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 33' 36" EAST, 84.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 85.48 FEET; THENCE SOUTH 82° 48' 14" EAST, 264.30 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 25° 29' 49", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 03' 20" EAST, 88.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 89.00 FEET TO THE BEGINNING OF A NON- TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH 21° 21' 41", HAVING A RADIUS OF 750.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 59' 16" EAST, 278.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 279.62 FEET TO THE BEGINNING OF A NON- TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 14° 01' 42", HAVING A RADIUS OF 750.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 71° 39' 15" EAST 183.17 FEET; THENCE ALONG THE ARC OF SAID CURVE 183.63 FEET; THENCE SOUTH 64° 38' 24" EAST, 265.08 FEET; THENCE NORTH 90° 00' 00" EAST, 19.96 FEET; THENCE NORTH 81° 14' 21" EAST, 50.27 FEET TO THE BEGINNING OF A NON -TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 37° 40' 41", HAVING A RADIUS OF 280.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 64° 58' 50" EAST, 180.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 184.13 FEET; THENCE SOUTH 46° 08' 29" EAST, 192.07 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14° 07' 56", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 53° 12' 27" EAST, 115.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 115.93 FEET; THENCE SOUTH 60° 16' 25" EAST, 39.82 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 48° 03' 39", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 14' 35" EAST, 101.81 FEET; THENCE ALONG THE ARC OF SAID CURVE 104.85 FEET TO THE BEGINNING OF A NON - TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 11° 21' 19", HAVING A RADIUS OF 475.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 53' 25" EAST, 93.99 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.14 FEET; THENCE SOUTH 23° 34' 05" EAST, 60.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 43° 25' 57", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 51' 07" EAST, 92.50 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.76 FEET TO THE NORTH RIGHT OF

WAY LINE OF "PIONEER PARKWAY", SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF $40^{\circ} 00' 12''$, HAVING A RADIUS OF 482.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH $88^{\circ} 21' 43''$ WEST, 330.36 FEET; THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF SAID CURVE 337.16 FEET; THENCE SOUTH $68^{\circ} 21' 37''$ WEST, 53.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF $22^{\circ} 50' 56''$, HAVING A RADIUS OF 402.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH $79^{\circ} 47' 04''$ WEST, 159.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 160.68 FEET; THENCE NORTH $88^{\circ} 47' 13''$ WEST, 703.50 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF THE "HARMONS SANTA CLARA, LLC" PROPERTY (DOCUMENT # 20090017972); THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING ALONG SAID EASTERLY BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: NORTH $00^{\circ} 37' 37''$ EAST 469.39 FEET; THENCE NORTH $16^{\circ} 36' 53''$ WEST 238.26 FEET; THENCE NORTH $28^{\circ} 38' 27''$ WEST 146.96 FEET; THENCE NORTH $89^{\circ} 22' 23''$ WEST 504.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THAT PORTION LYING WITHIN THE DEDICATED ROADWAYS AS SET FORTH ON THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY.

RESIDENTIAL PARKING: (APARTMENTS)	
DWELLING UNITS -	96
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	192
STANDARD SPACES PROVIDED -	188
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	192
COVERED SPACES REQ'D. -	(192/2 = 96)
COVERED SPACES PROVIDED -	96
TOTAL SPACES PROVIDED -	192

RESIDENTIAL PARKING: (MAN CAVES)	
DWELLING UNITS -	28
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	56
COVERED SPACES REQ'D. -	(56/2 = 28)
COVERED SPACES PROVIDED -	56
TOTAL SPACES PROVIDED -	56

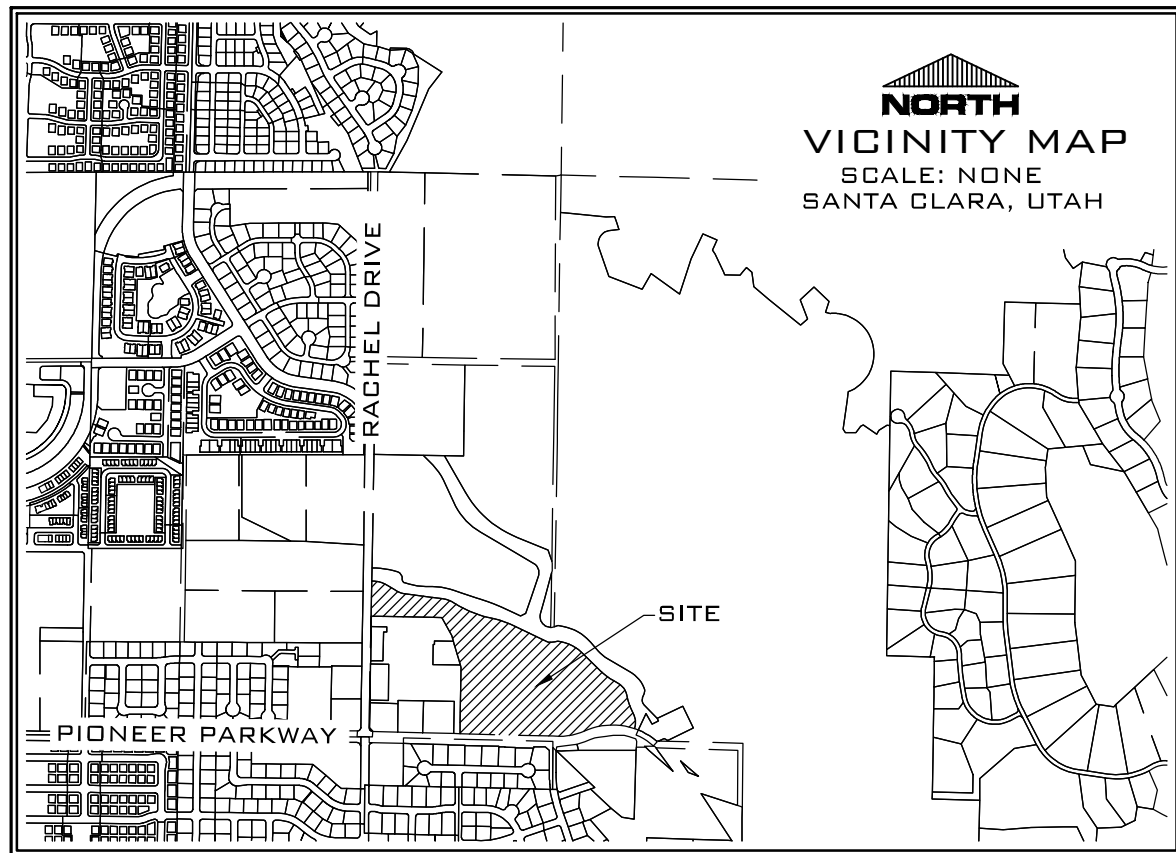
COMMERCIAL PARKING:	
UNITS -	3
TOTAL SQ. FT. OF UNITS -	16,504
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	66
STANDARD SPACES PROVIDED -	60
VAN ACCESSIBLE PROVIDED -	6
TOTAL SPACES PROVIDED -	66

SHARED PARKING:	
STANDARD SPACES PROVIDED -	85
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	89

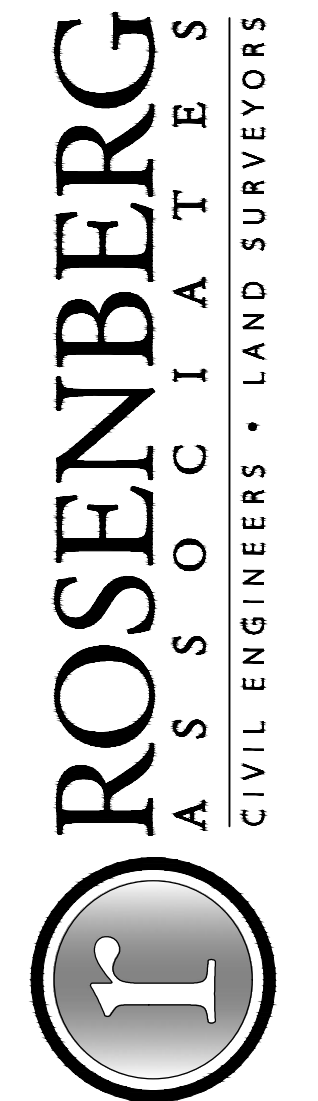
SILVERADO SANTA CLARA DEVELOPMENT

LOCATED IN SECTION 28, TOWNSHIP 42 SOUTH, RANGE 16 WEST OF THE
SALT LAKE BASE AND MERIDIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAH.

SPORTS COMPLEX PARKING:	
NUMBER OF COURTS -	34
SPACES PER COURT -	x 2.0
INDOOR COMMON AREA -	3,000 SQ. FT.
SPACES PER SQ. FT. - 1/250 -	12
TOTAL SPACES REQ'D. -	80
RESTAURANT SPACE -	6,680 SQ. FT.
PATIO SPACE -	4,733 SQ. FT.
TOTAL SQ. FT. @ 1/100 SQ. FT. -	11,413 SQ. FT.
KITCHEN/STORAGE SPACE -	4,990 SQ. FT.
TOTAL SQ. FT. @ 1/250 -	4,990 SQ. FT.
TOTAL SPACES REQ'D -	134
TOTAL SPACES REQ'D -	214
STANDARD SPACES PROVIDED -	174
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	178



DATE:	6/13/22
JOB NO.:	12472-21-001
DESIGNED BY:	AMH
CHECKED BY:	
DWG:	Site Plan
DATE:	
REVISIONS:	



352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586, Fx (435) 673-8397
www.rosenbv.com

SITE PLAN
FOR
SILVERADO SANTA CLARA DEVELOPMENT
SANTA CLARA
UTAH

PROJECT DATA

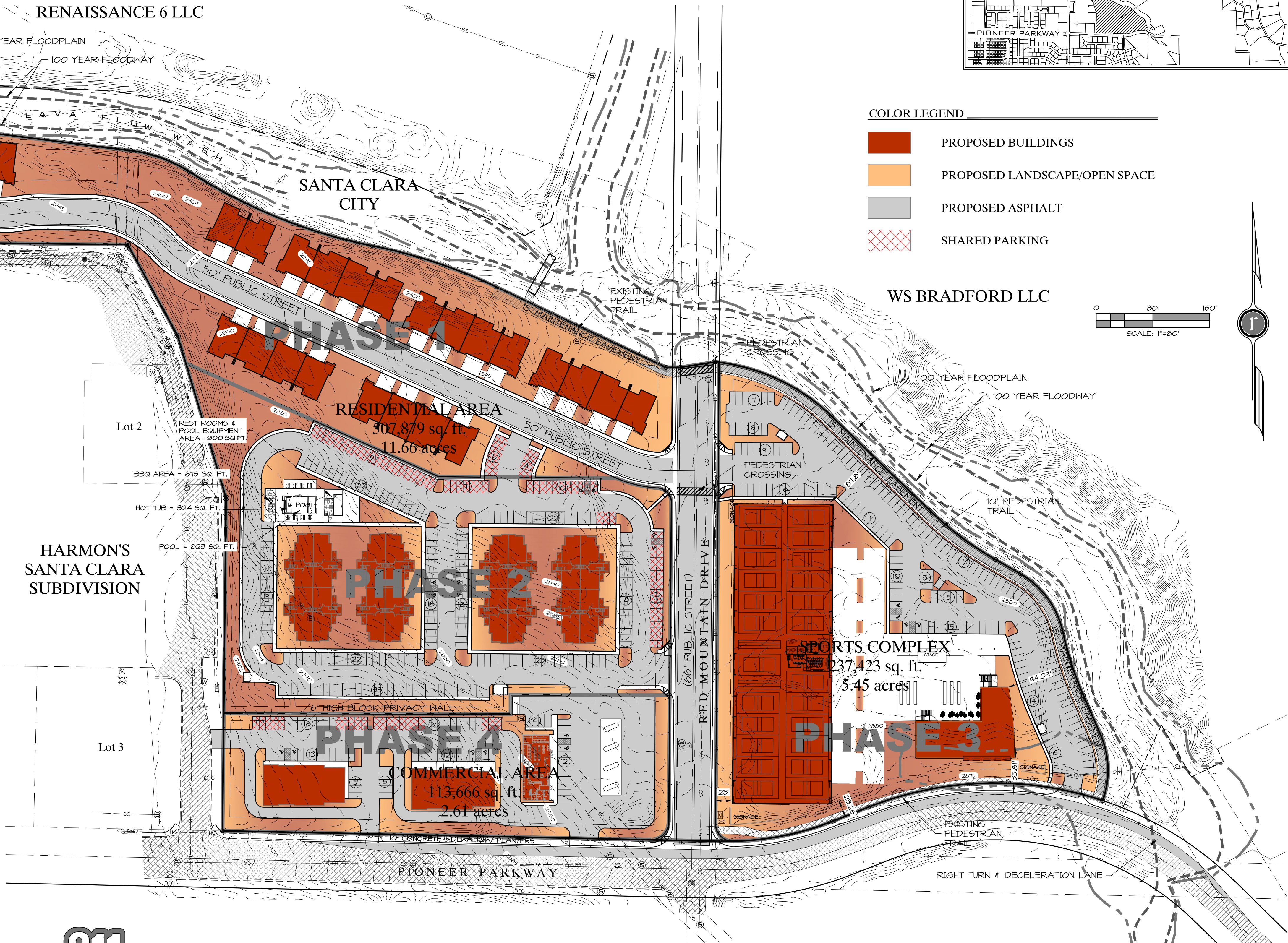
CURRENT ZONE: PD-R
PROPOSED ZONE: PD-C
(PLANNED DEVELOPMENT)
GENERAL PLAN: MSC/OS
PROPOSED USE:
COMMERCIAL/RESIDENTIAL MIX
TOTAL PARCEL ACREAGE: 19.98 ACRES (870,255 SQ. FT.)
TOTAL RESIDENTIAL ACREAGE: 11.78 ACRES (513,074 SQ. FT.)
TOTAL COMMERCIAL ACREAGE: 2.61 ACRES (116,103 SQ. FT.)
TOTAL SPORTS COMPLEX ACREAGE: 5.53 ACRES (241,102 SQ. FT.)

RESIDENTIAL AREA
TOTAL ACREAGE: 11.78 ACRES (513,074 SQ. FT.)
APARTMENT UNITS: 96
MAN CAVES/TOY GARAGES: 28
TOTAL NUMBER OF UNITS: 124
DENSITY: 124 UNITS/11.78 ACRES = 10.5 UNITS/ACRE
BUILDING FOOTPRINT AREA - MAN CAVES: 60,956 SQ. FT.
BUILDING FOOTPRINT AREA - APARTMENTS: 31,872 SQ. FT.
GROSS FOOTPRINT AREA: 92,828 SQ. FT.
PERCENT OF TOTAL AREA: 19%
DRIVEWAY/PARKING AREA: 111,761 SQ. FT.
PERCENT OF TOTAL AREA: 22%
PUBLIC STREET AREA: 14,038 SQ. FT.
PERCENT OF TOTAL AREA: 14%
OPEN SPACE AREA: 228,452 SQ. FT.
PERCENT OF TOTAL AREA: 45%
LANDSCAPED OPEN SPACE AREA: 200,946 SQ. FT.
PERCENT OF TOTAL AREA: 34%

COMMERCIAL AREA
TOTAL ACREAGE: 2.61 ACRES (116,103 SQ. FT.)
TOTAL NUMBER OF UNITS: 3
BUILDING FOOTPRINT AREA: 16,504 SQ. FT.
PERCENT OF TOTAL AREA: 14%
DRIVEWAY/PARKING AREA: 63,961 SQ. FT.
PERCENT OF TOTAL AREA: 55%
LANDSCAPED OPEN SPACE AREA: 35,633 SQ. FT.
PERCENT OF TOTAL AREA: 31%

SPORTS COMPLEX
TOTAL ACREAGE: 5.53 ACRES (241,102 SQ. FT.)
BUILDING FOOTPRINT AREA: 68,413 SQ. FT.
PERCENT OF TOTAL AREA: 29%
DRIVEWAY/PARKING AREA: 62,629 SQ. FT.
PERCENT OF TOTAL AREA: 26%
OUTDOOR COURT AREA: 18,000 SQ. FT.
PERCENT OF TOTAL AREA: 7%
LANDSCAPE/OPEN SPACE AREA: 41,560 SQ. FT.
PERCENT OF TOTAL AREA: 30%

HARMON'S
SANTA CLARA
SUBDIVISION



811
Know what's below.
Call before you dig.

PROJECT OWNER/ DEVELOPER
SILVERADO DEVELOPMENT CO.
1810 EAST 840 NORTH
OREM, UT 84047

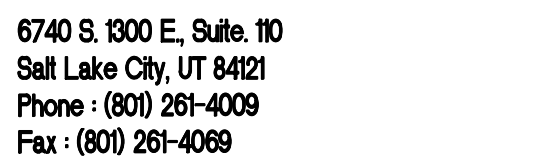
PROJECT ARCHITECT
METHOD STUDIO
360 WEST ASPEN AVENUE
SALT LAKE CITY, UTAH 84101

PROJECT ENGINEER
ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790

GEOTECHNICAL ENGINEER
APPLIED GEOTECHNICAL AGE
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790

UTILITY NOTES

- ALL UTILITIES FOR THIS PROJECT WILL BE UNDERGROUND.
- ANY EXISTING UTILITIES ACROSS THE SITE THAT MAY INTERFERE WITH ANY OF THE PROPOSED SITE ELEMENTS WILL BE RELOCATED BY DEVELOPER AND NEW EASEMENTS WILL BE GRANTED.



UNLESS A PROFESSIONAL SEAL WITH SIGNATURE AND
DATE IS AFFIXED, THIS DOCUMENT IS PRELIMINARY AND IS
NOT INTENDED FOR CONSTRUCTION, RECORDING
PURPOSES, OR IMPLEMENTATION

RECORD DRAWINGS

These Record Drawings are based on contractor-furnished information. While the information submitted by the Contractor and incorporated by the Architect into the Record Documents is assumed to be reliable, the Architect will not be responsible for the accuracy of this information, nor for errors or omissions which may appear in the Record Documents as a result

THE DESIGNS SHOWN AND DESCRIBED HEREIN INCLUDING ALL TECHNICAL DRAWINGS, GRAPHIC REPRESENTATIONS & MODELS THEREOF, ARE PROPRIETARY & CAN NOT BE COPIED, DUPLICATED, OR COMMERCIALY EXPLOITED IN WHOLE OR IN PART WITHOUT THE SOLE AND EXPRESS WRITTEN PERMISSION FROM METHOD STUDIO INC.

project:
Silverado
Santa Clara -
Apartment
Pool House

PIONEER PARKWAY
SANTA CLARA, UTAH 84765

project#: 22-773FS

date: June 6, 2022

revisions :

title:
OVERALL
POOL AND
SPA PLAN

sheet:

SP100



<u>POOL DATA</u>	
SIZE:	23'-0" x 32'-0"
WATER DEPTH:	12" to 3'-6" to 5'-0"
SHAPE:	RECTANGULAR
CONST. TYPE:	SHOTCRETE
AREA:	736 SQ.FT.
PERIMETER:	110'-0"
BATHER LOAD:	74
VOLUME:	17,525 GALLONS

<u>SPA DATA</u>	
SIZE:	23'-0" x 10'-6"
WATER DEPTH:	3'-0"
SHAPE:	RECTANGULAR
CONST. TYPE:	SHOTCRETE
AREA:	231 SQ.FT.
PERIMETER:	77'-0"
BATHER LOAD:	23
VOLUME:	3,669 GALLONS



MATERIALS BOARD

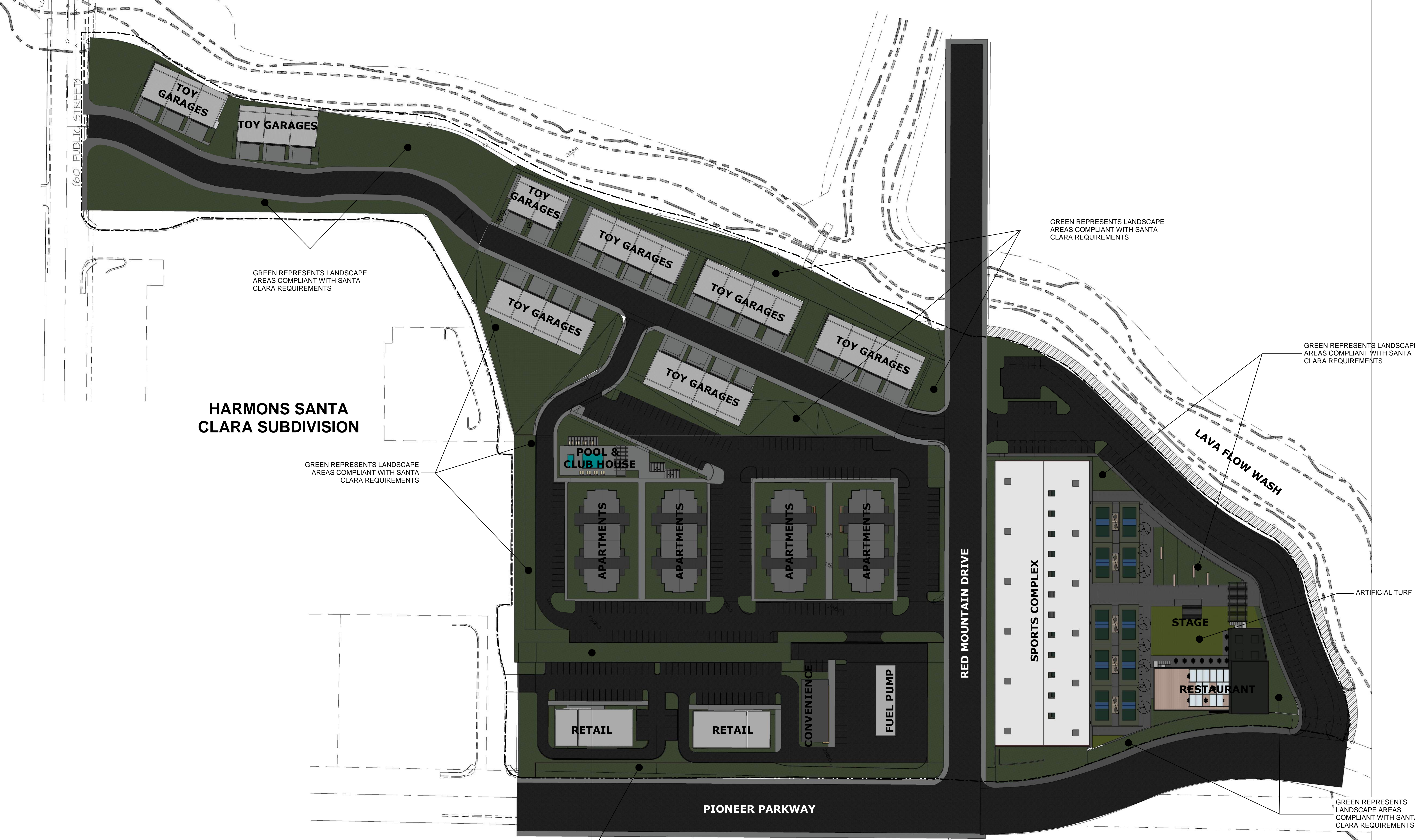


Silverado Santa Clara Development

JUNE 16, 2022

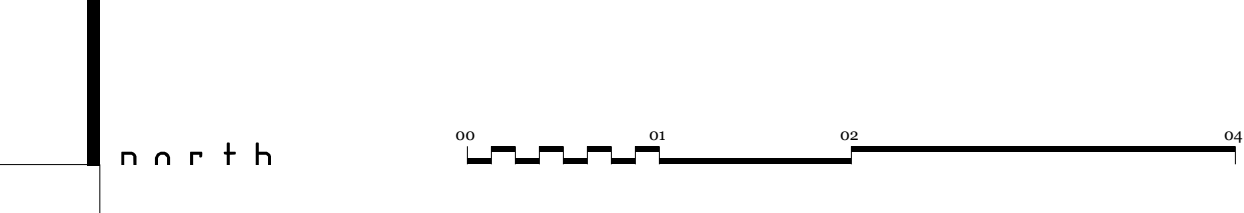
method studio

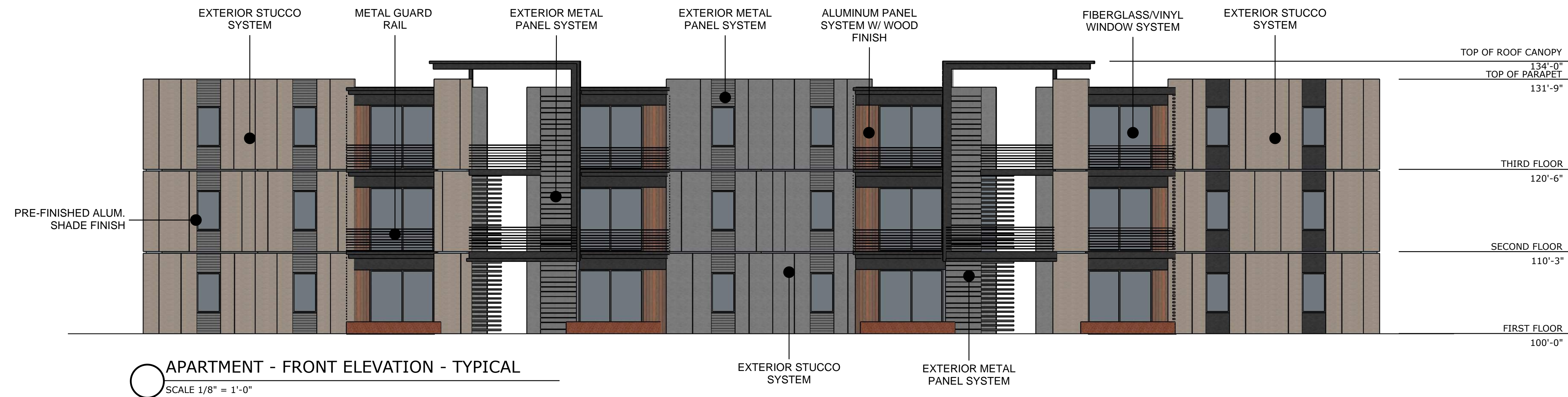
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HARMONS SANTA CLARA SUBDIVISION

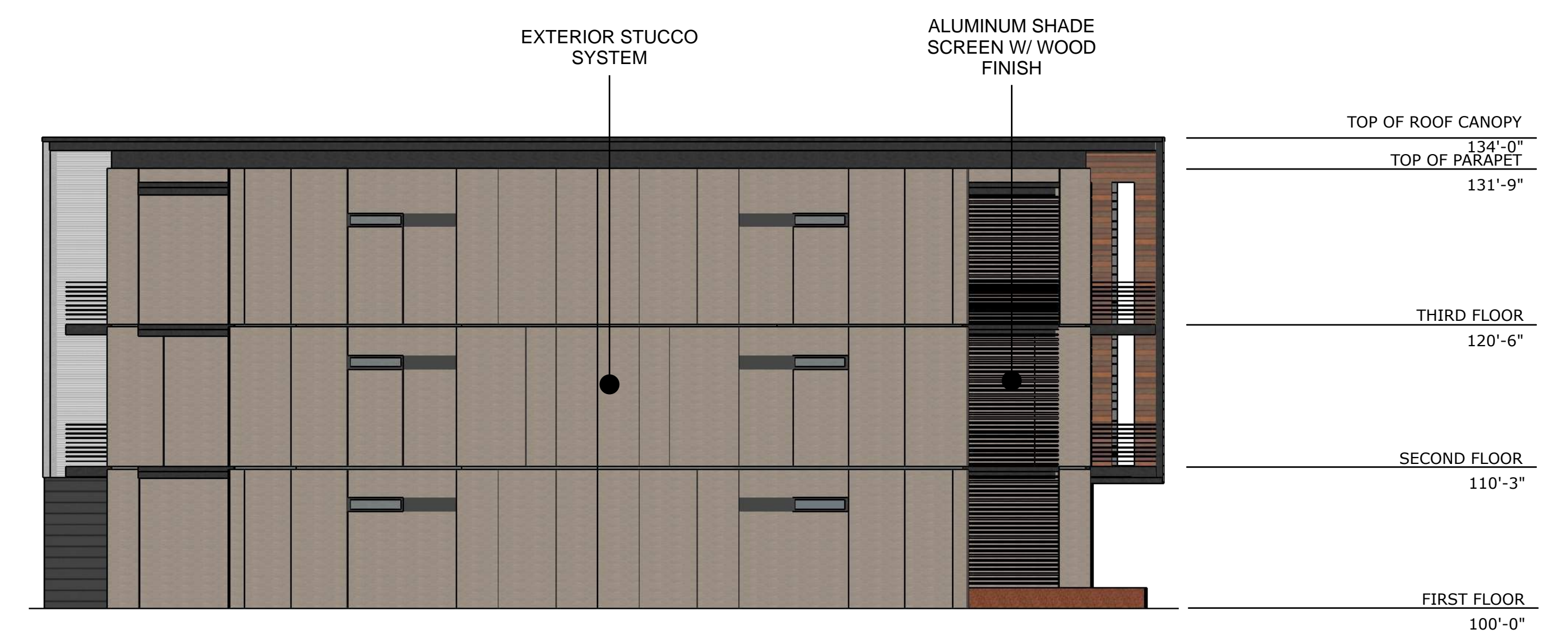
LANDSCAPE SITE PLAN - OVERALL
SCALE 1" = 60'-0"

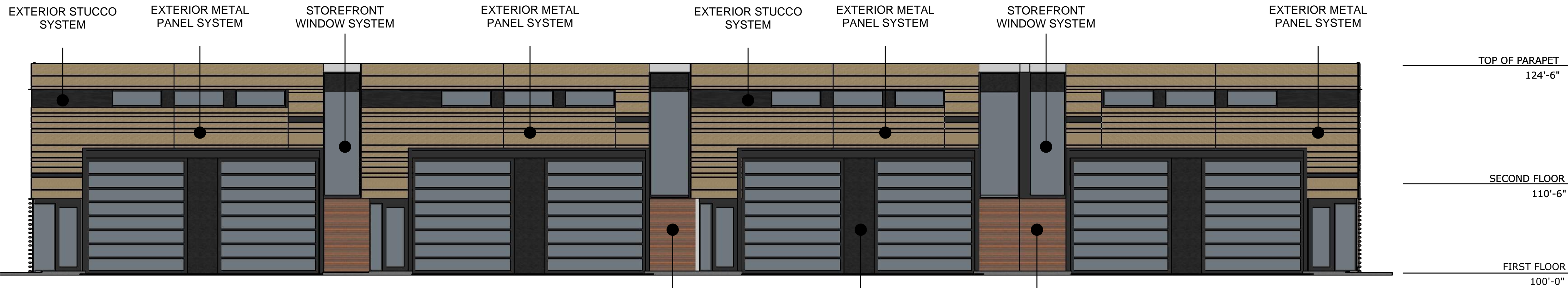




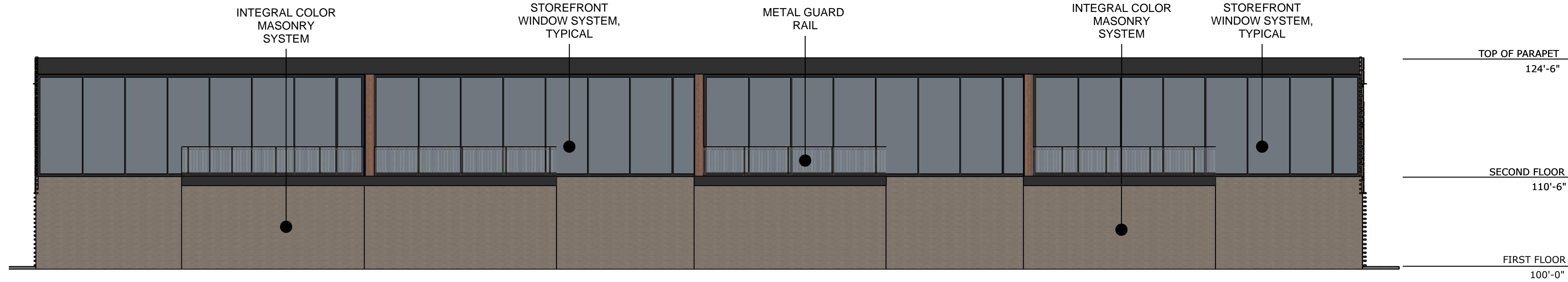
APARTMENT - RENDERING

NTS

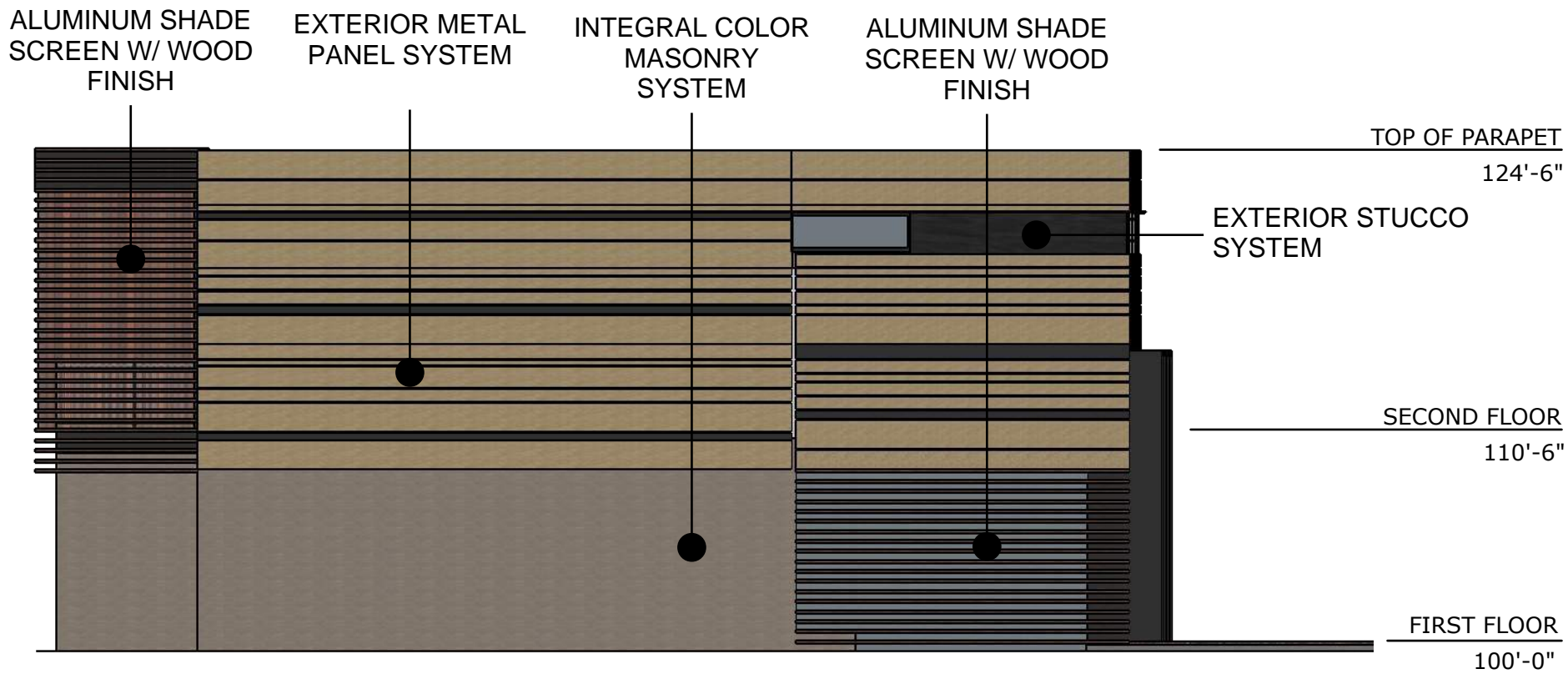




TOY GARAGE - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



TOY GARAGE - REAR ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



TOY GARAGE - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



TOY GARAGE - RENDERING
NTS

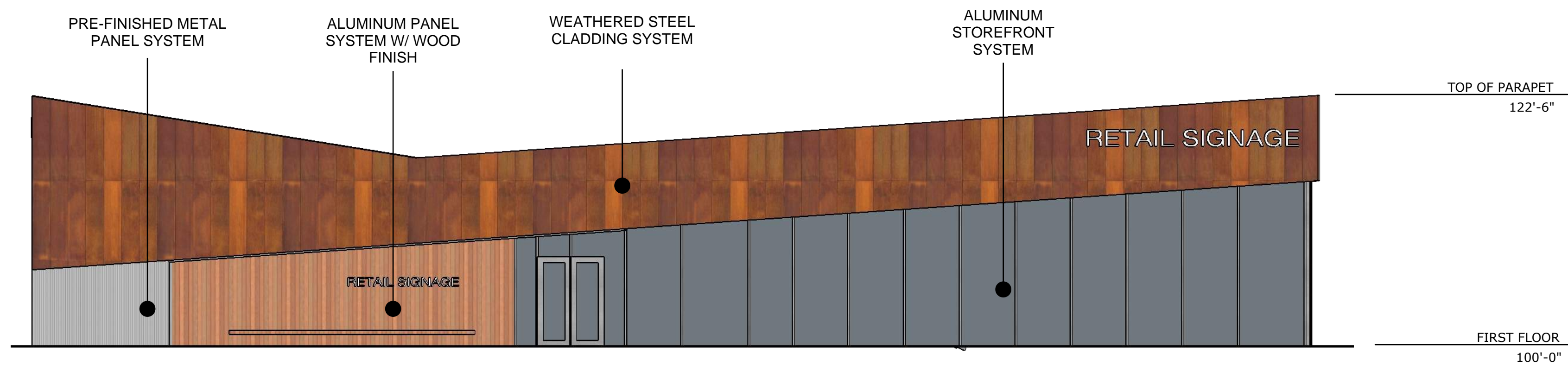


Silverado Santa Clara Development

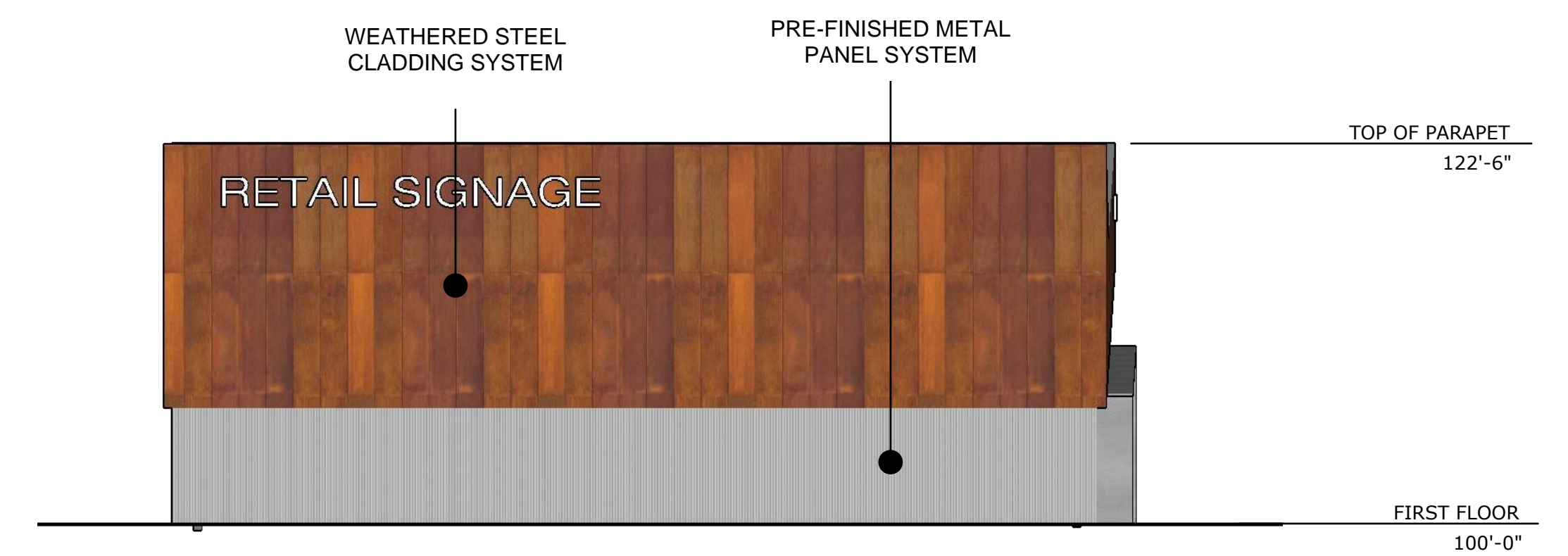
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○ RETAIL STORE - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



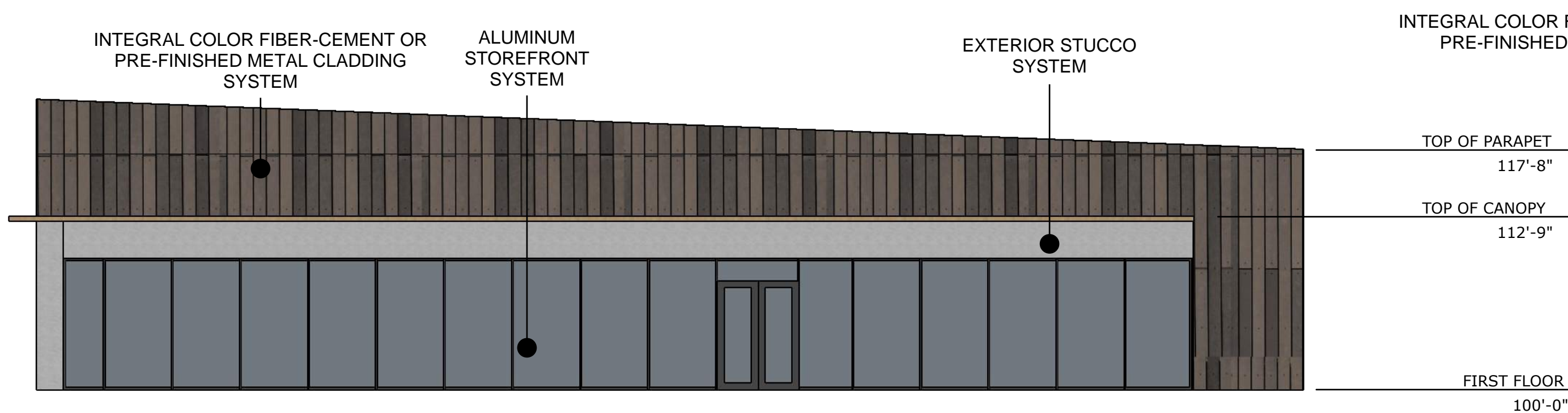
○ RETAIL STORE - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



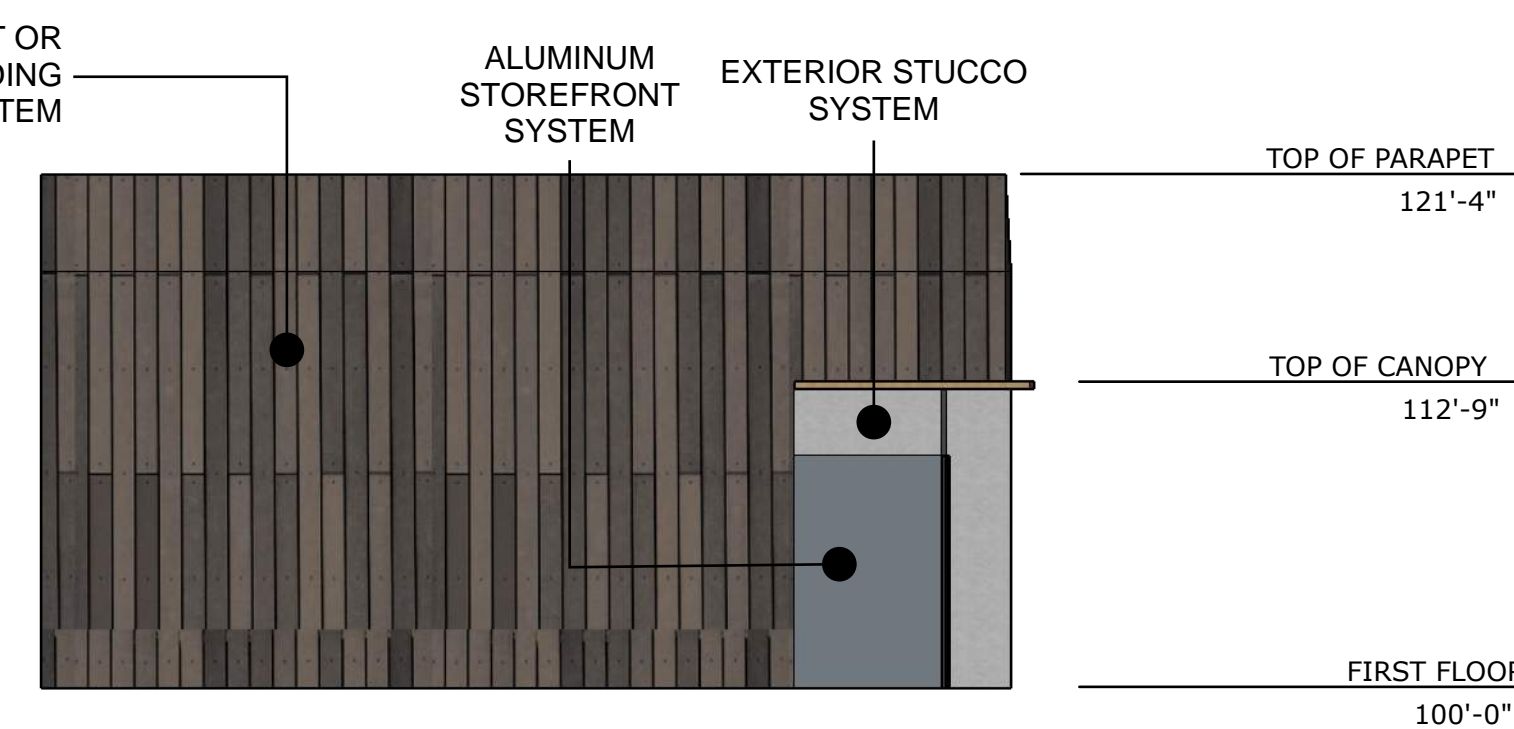
○ RETAIL STORE - RENDERING
NTS



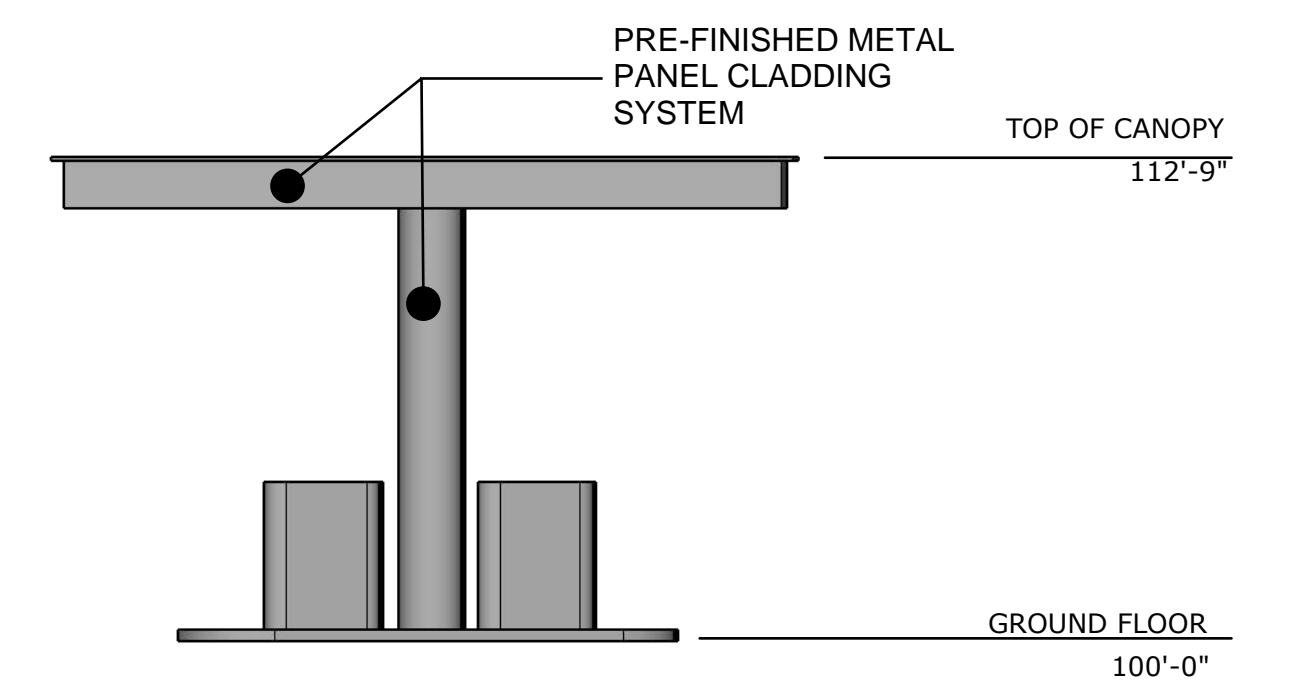
○ CONVENIENCE STORE - RENDERING
NTS



○ CONVENIENCE STORE - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"

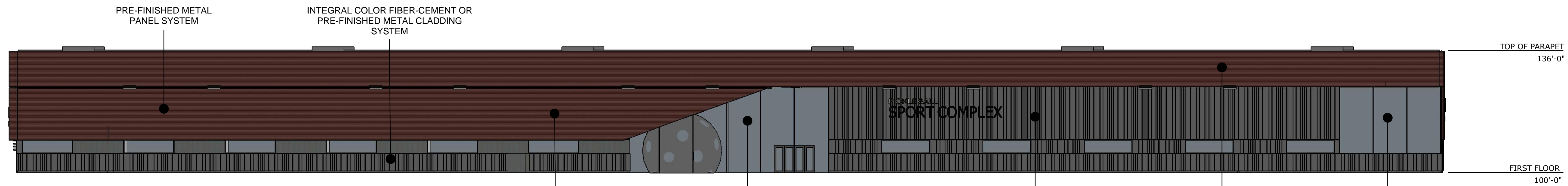


○ CONVENIENCE STORE - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"

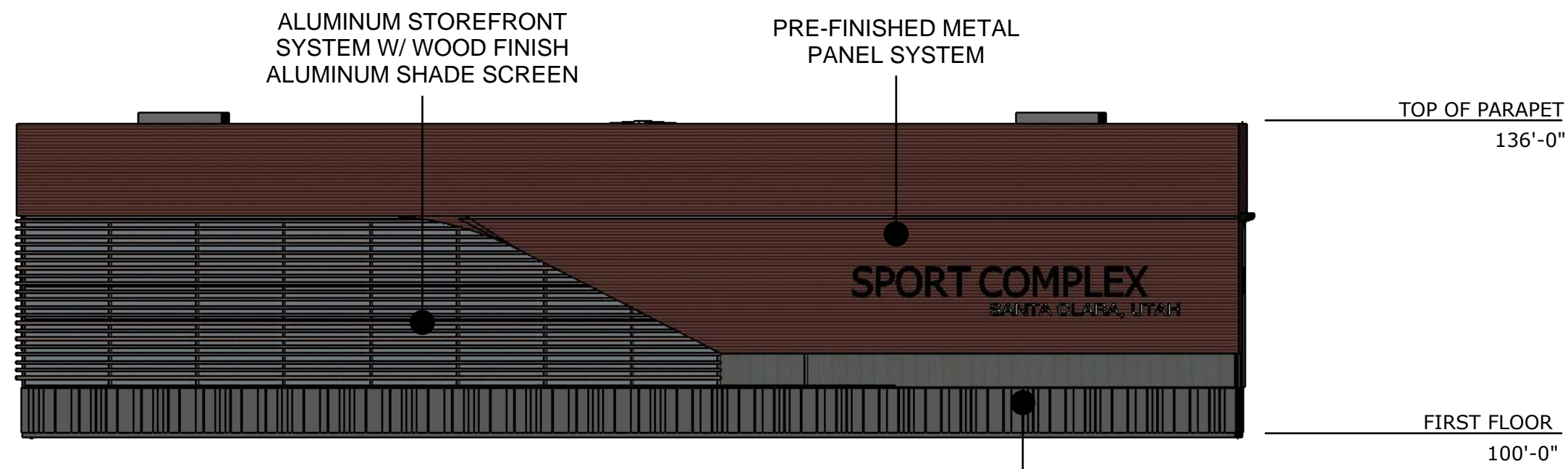


○ FUEL PUMP - SIDE ELEVATION TYPICAL
SCALE 1/8" = 1'-0"

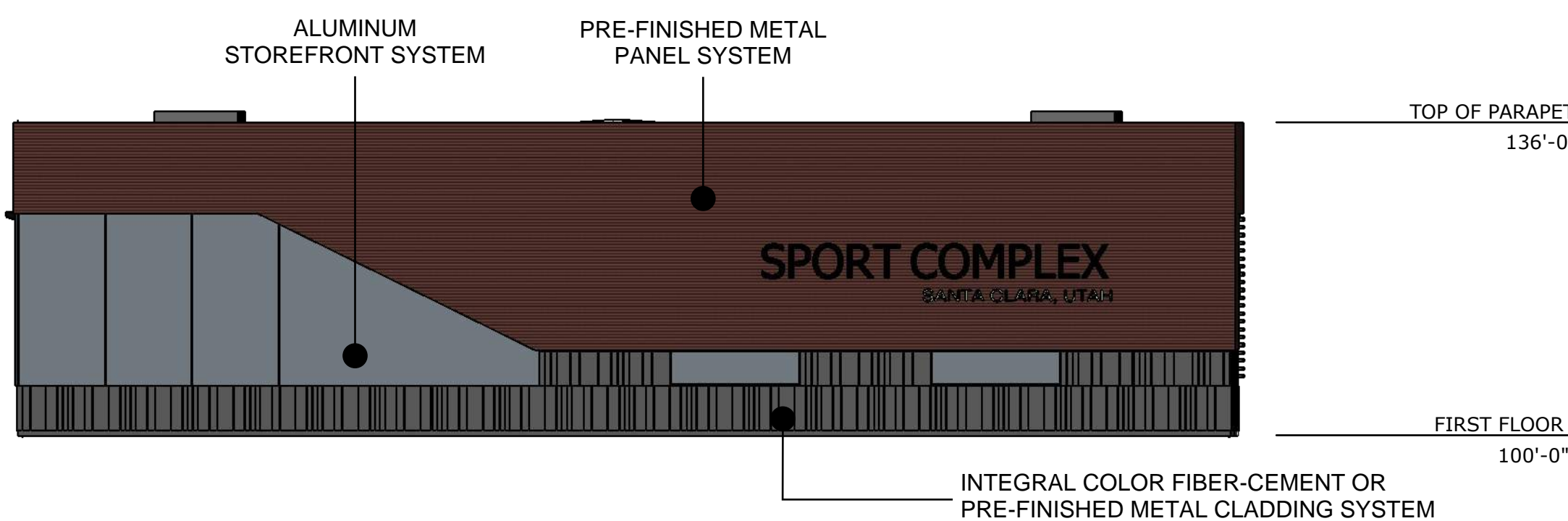




SPORTS COMPLEX - FRONT ELEVATION
SCALE 1/8" = 1'-0"



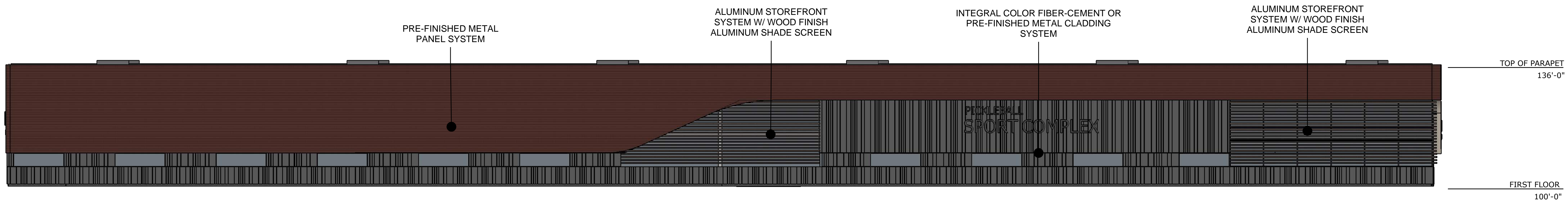
SPORTS COMPLEX - SIDE ELEVATION
SCALE 1/8" = 1'-0"



SPORTS COMPLEX - SIDE ELEVATION
SCALE 1/8" = 1'-0"



SPORTS COMPLEX - RENDERING
NTS

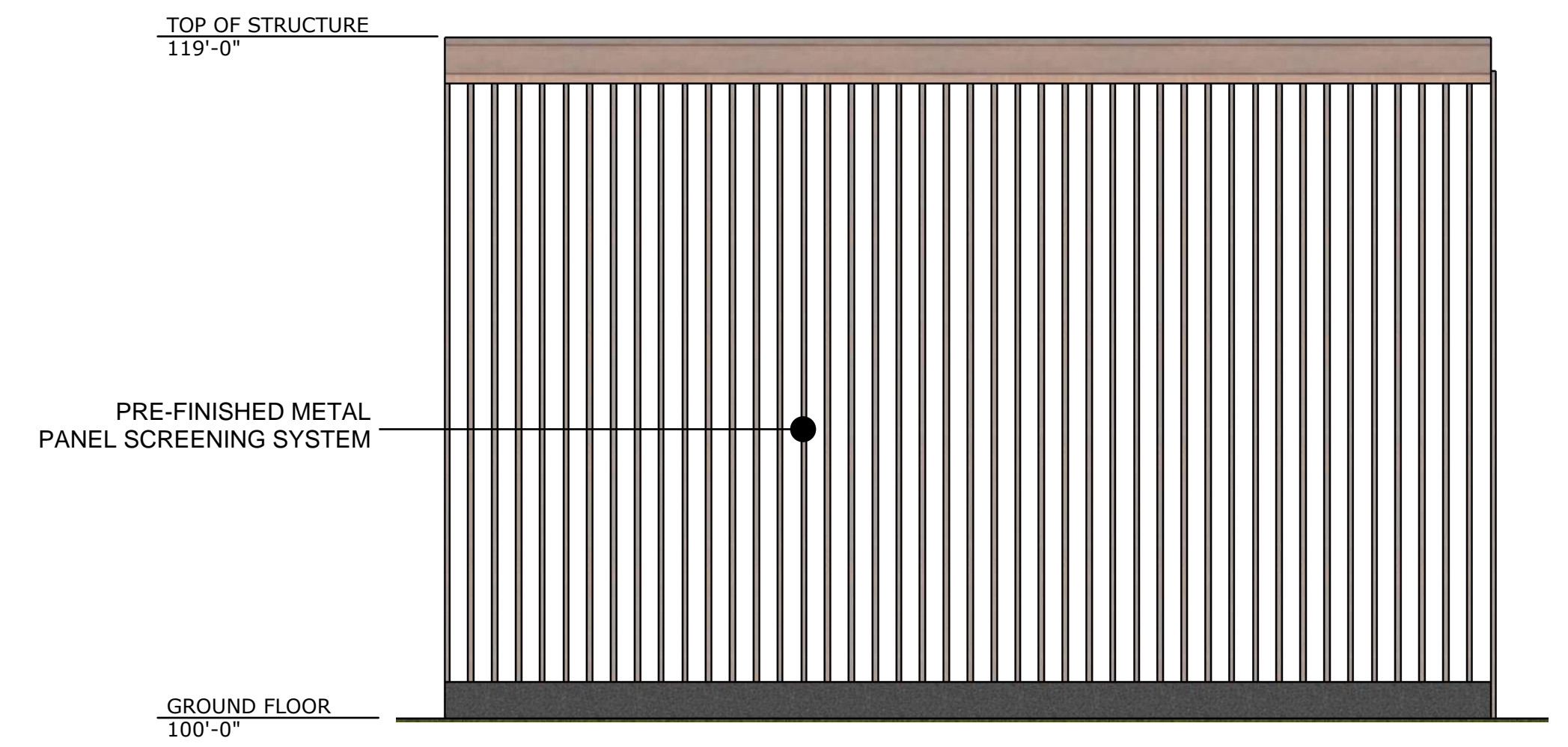
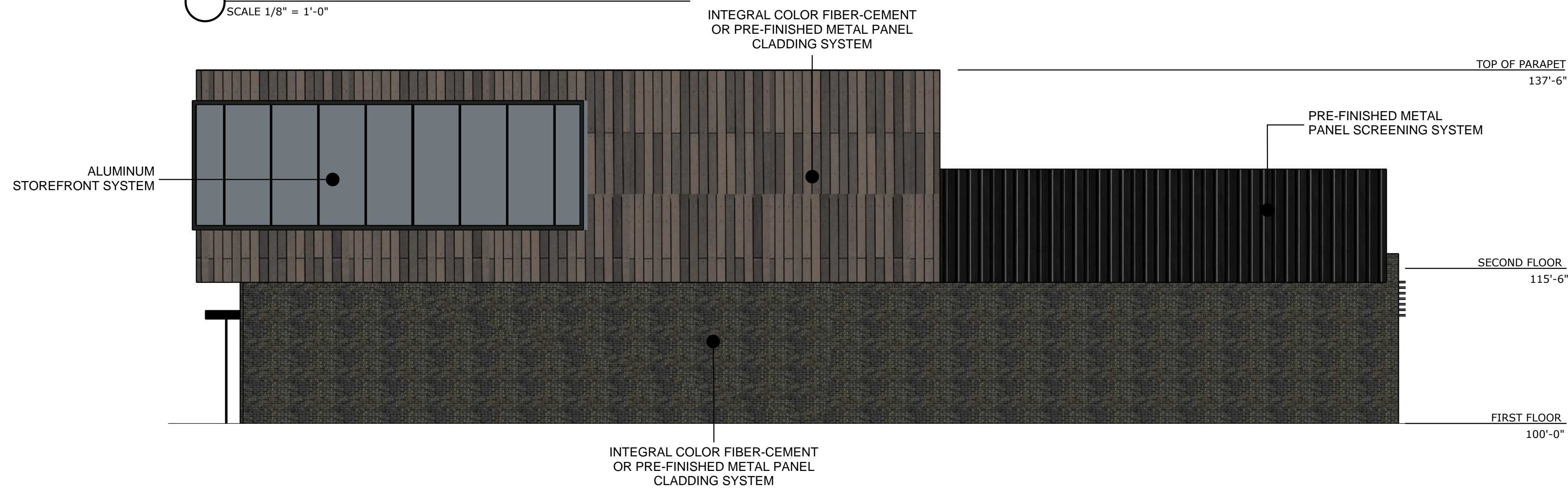


SPORTS COMPLEX - REAR ELEVATION
SCALE 1/8" = 1'-0"





○ RESTAURANT - FRONT ELEVATION TYPICAL
SCALE 1/8" = 1'-0"



○ OUTDOOR STAGE - FRONT ELVATION
SCALE 1/4" = 1'-0"



○ RESTAURANT - RENDERING
NTS



○ RESTAURANT - RENDERING
NTS



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CLUBHOUSE/POOL - FRONT ELEVATION TYPICAL
SCALE 1/4" = 1'-0"



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LEGEND:

- | | | |
|------------------------------|--|-------------------------------|
| ⊙ EXISTING GAS METER | ⊠ EXISTING ELECTRICAL BOX | —S—S— EXISTING SEWER LINE |
| ⊕ EXISTING COMM. MANHOLE | ⊠ EXISTING IRRIGATION VALVE | —H—H— EXISTING WATER LINE |
| ⊠ EXISTING COMMUNICATION BOX | ⊙ EXISTING LIGHT POLE | —X—X— EXISTING OLD FENCE LINE |
| ⊕ EXISTING CATCH BASIN | ⊙ NOTHING SET OR FOUND | —O—O— EXISTING OVERHEAD POWER |
| ⊕ EXISTING SEWER MANHOLE | ⊙ FOUND REBAR & CAP (AWA) | |
| ⊕ EXISTING WATER VALVE | ⊠ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED | |
| ⊕ EXISTING FIRE HYDRANT | | |
| ⊕ EXISTING SEWER CLEANOUT | | |
| ⊕ EXISTING WATER METER | | |

NARRATIVE:

This survey was conducted to provide a base map and survey for the subject property. The basis of bearing is as noted.

SURVEYOR'S CERTIFICATE:

I, Brandon E. Anderson, Professional Land Surveyor Number 4938716, hold a license in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act and have completed a survey of the property described hereon in accordance with Section 17-23-17 and hereby certify all measurements and descriptions are correct. Monuments will be set as represented on this plat.

Date: 1-21-2021

Brandon E. Anderson

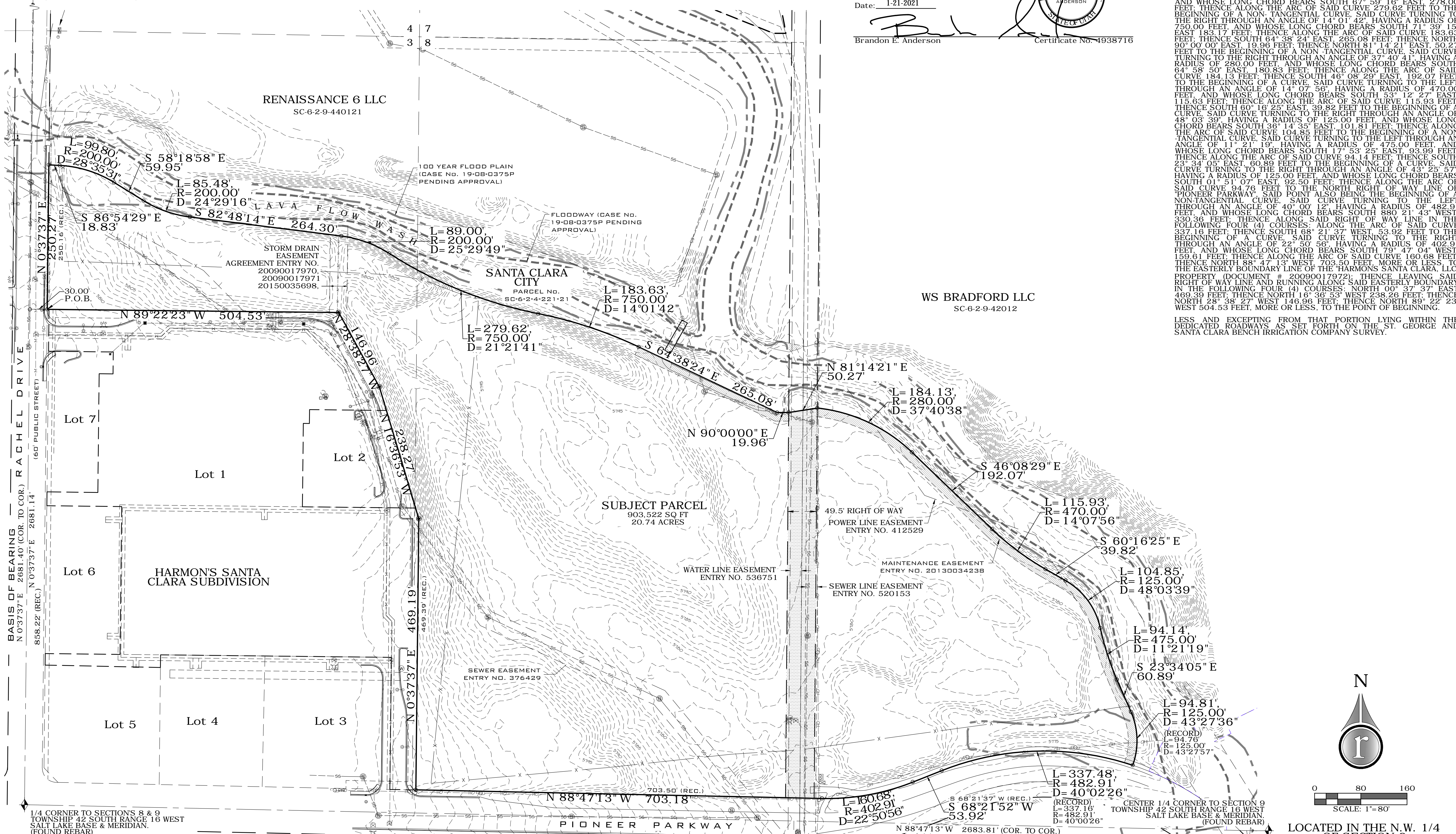
Certificate No. 4938716

DEED DESCRIPTION:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF 'RACHEL DRIVE', SAID POINT BEING NORTH 00° 37' 37" EAST, 858.22 FEET ALONG THE SECTION LINE AND SOUTH 89° 22' 23" EAST, 30.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00° 37' 37" EAST, 250.16 FEET, MORE OR LESS, TO THE BOUNDARY LINE OF THE 'SANTA CLARA CITY' PROPERTY (DOCUMENT # 20130034239); THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING NINETEEN (19) COURSES: SOUTH 86° 54' 29" EAST, 18.83 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 28° 35' 31", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 72° 36' 43" EAST, 98.77 FEET; THENCE ALONG THE ARC OF SAID CURVE SOUTH 58° 18' 58" EAST, 59.95 FEET; THENCE TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 24° 29' 16", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 33' 36" EAST, 84.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 85.48 FEET; THENCE SOUTH 82° 48' 14" EAST, 264.30 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 25° 29' 49", HAVING A RADIUS OF 200.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 70° 03' 20" EAST, 88.27 FEET; THENCE ALONG THE ARC OF SAID CURVE 89.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 21° 21' 41", HAVING A RADIUS OF 750.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 67° 59' 16" EAST, 278.00 FEET; THENCE ALONG THE ARC OF SAID CURVE 279.62 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 43° 25' 57", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 64° 58' 50" EAST, 180.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 184.13 FEET; THENCE SOUTH 46° 08' 29" EAST, 192.07 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 14° 07' 56", HAVING A RADIUS OF 470.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 53° 12' 27" EAST, 115.63 FEET; THENCE ALONG THE ARC OF SAID CURVE 115.93 FEET; THENCE SOUTH 60° 16' 25" EAST, 39.82 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 48° 03' 39", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 36° 14' 35" EAST, 101.81 FEET; THENCE ALONG THE ARC OF SAID CURVE 104.85 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 11° 21' 19", HAVING A RADIUS OF 475.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 17° 53' 25" EAST, 93.99 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.14 FEET; THENCE SOUTH 23° 34' 05" EAST, 60.89 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 43° 25' 57", HAVING A RADIUS OF 125.00 FEET, AND WHOSE LONG CHORD BEARS SOUTH 01° 51' 07" EAST, 92.50 FEET; THENCE ALONG THE ARC OF SAID CURVE 94.76 FEET TO THE NORTH RIGHT OF WAY LINE OF 'PIONEER PARKWAY', SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENTIAL CURVE, SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 40° 00' 12", HAVING A RADIUS OF 482.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 88° 01' 42" WEST, 330.36 FEET; THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING FOUR (4) COURSES: ALONG THE ARC OF SAID CURVE 337.16 FEET; THENCE SOUTH 68° 21' 37" WEST, 53.92 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 22° 50' 56", HAVING A RADIUS OF 402.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 78° 47' 04" WEST, 159.61 FEET; THENCE ALONG THE ARC OF SAID CURVE 160.68 FEET; THENCE NORTH 88° 47' 13" WEST, 703.50 FEET, MORE OR LESS, TO THE EASTERLY BOUNDARY LINE OF THE 'HARMON'S SANTA CLARA, LLC' PROPERTY (DOCUMENT # 20090017972); THENCE LEAVING SAID RIGHT OF WAY LINE AND RUNNING ALONG SAID EASTERLY BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: NORTH 00° 37' 37" EAST, 469.39 FEET; THENCE NORTH 16° 36' 53" WEST, 238.26 FEET; THENCE NORTH 28° 38' 27" WEST, 146.96 FEET; THENCE NORTH 89° 22' 23" WEST, 504.53 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THAT PORTION LYING WITHIN THE DEDICATED ROADWAYS AS SET FORTH ON THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY.

SECTION CORNER TO SECTIONS 4, 5, 8, & 9 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN (2006 BLM BRASS CAP)



1/4 CORNER TO SECTIONS 8 & 9 TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, (FOUND REBAR)

LOCATED IN THE N.W. 1/4 OF SECTION 9 T.42S., R.16W., S.L.B.&M.

DATE: 01/15/21
JOB NO.: 12472-20

DRAWN BY: C.G.A.

CHECKED BY: B.E.A.

SCALE: 1"=80'

DWG: Survey-ROS

DATE	REVISIONS

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

352 East Riverside Drive, Suite A-2
St. George, UT 84790
Ph (435) 673-8866
www.racivil.com

RECORD OF SURVEY
FOR
SILVERADO LLC

SHEET
1
OF 1 SHEETS



City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Conditional Use Permit Approval Summary and Recommendation

Public Body: Santa Clara City Planning Commission

Meeting Date: July 14, 2022

Current Zone: PDR

Property Location: North of Pioneer Parkway, just west of Entrada (lava rock area)

Request: Conditional Use Permit Approval (JP Excavation)

Applicant Name: Melissa Scott

Staff Planner: Jim McNulty

Planning Staff Recommendation: Approval with conditions

Meeting Type: Public Meeting

PROJECT DESCRIPTION

The applicant, Melissa Scott, is requesting Conditional Use Permit Approval for the continued operation of a gravel pit. JP Excavation received conditional use approval in 2013 to operate the Village Rock gravel pit which is located on the north side of Pioneer Parkway, just west of Entrada. In 2014 an additional nearby area was added to the gravel pit operation. In 2017, the conditional use permit was again reviewed and renewed for continual operation, but subject to annual review.

At this time, JP Excavation is requesting review and renewal of the conditional use permit. The applicant would like to continue the gravel pit operation with no crushing on site and watering the access road to minimize dust in the area. It's city staff's understanding that the gravel pit is in areas that are mostly disturbed and that operations will continue in these areas. Currently, a portion of this operation is located within an area to be known as "South Village @ Black Desert" which is being discussed with the development team and city staff. This phase of Black Desert will include larger lots and homes comparable to the Entrada development to the east. As this area develops, the gravel pit in this area will cease to operate.

ISSUES OF CONCERN/PROPOSED MITIGATION

Any items of concern will be mitigated by the applicant as per the conditions of approval.

PLANNING STAFF RECOMMENDATION

Planning Staff recommends that the Planning Commission approve the Conditional Use Permit allowing for the continued operation of the Village Rock gravel pit subject to the following conditions:

1. That proper dust control be maintained at all times of operation on the site. That this includes a water truck and/or other appropriate measures to limit dust.
2. That a washout pad be provided and properly maintained in any areas entering a paved public street to avoid mud tracking.
3. That the gravel pit operation be limited to the approved disturbed areas.
4. That this conditional use be reviewed annually if gravel pit operations continue to occur at this location.

And subject to the following findings:

1. The application complies with city code Chapter 17.40.055.
2. The application complies with city code Chapter 17.40.060.



APPLICATION FOR A CONDITIONAL USE PERMIT

AS PROVIDED BY THE CITY OF SANTA CLARA, UTAH, ZONING ORDINANCE

Hearing Date: 2nd Thursday at 5:30 p.m. Application **MUST BE SUBMITTED 7 DAYS PRIOR** to hearing date.

Filing Fees: \$200.00 (Additional Dwelling Unit Fee: \$100.00, as per section 17.16.020 notification of property owners of 300 feet is not required).

TO THE PLANNING COMMISSION
SANTA CLARA, UTAH

DATE: May 9, 2022

The undersigned applicant is the owner of the following legally described property: (Give exact legal description to include Section, Township, Range, Lot Subdivision, Street Address, Business Name):

Village Rock located off of Pioneer Parkway/Red Mtn Road Intersection. Parcel information attached.

Attach a plot plan, drawn to scale, of the property involved showing the following information:

1. Prepare site plans and elevations;
2. Show existing and proposed buildings, fences and general landscape layout;
3. Show parking, loading areas, and automobile circulation;
4. Show any existing and proposed signs, lighting;
5. Show vicinity map (major/minor streets, intersections, neighboring subdivisions and relative location within the city), drainage plan and topography of irregular land;
6. Include any other pertinent information.

Are there any deed restrictions affecting the use of the property involved? Give the expiration date of these restrictions:

No.

Would the proposed use be materially detrimental to the surrounding property?:

No.

The undersigned property owner requests a CONDITIONAL USE PERMIT as permitted in the Santa Clara City Zoning Ordinances to use the above-described property for the following purposes (attach additional sheets if necessary):

Mining operations, including lava removal.

17.40.060: PLANNING COMMISSION ACTION:

The planning commission may approve, modify, and approve, or deny the conditional use application made to the planning commission. The planning commission shall require such regulations and conditions as may deemed necessary to protect the public health, safety, welfare, and aesthetics of the area. In approving a conditional use permit, the planning commission shall find:

- A. That the proposed use is necessary or desirable and will contribute to the general well being of the city;
- B. That the use will not be detrimental to the health, safety, welfare, or aesthetics, or detrimental to property or improvements in the area;
- C. That the proposed use will comply with the regulations of this title;
- D. That the proposed use is in harmony with the intent and purpose of the general plan, or that the plan shall have first been amended through public hearing. (Ord. 97-06 § 9-6)

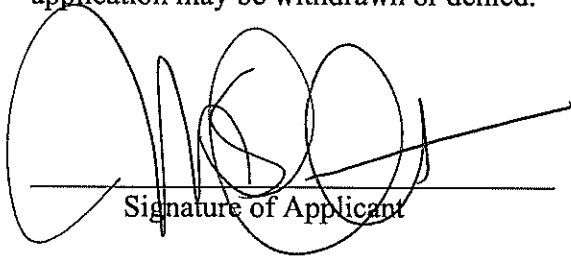
WHEN A CONDITIONAL USE PERMIT IS GRANTED SUBJECT TO CONDITIONS, SAID CONDITIONAL USE PERMIT DOES NOT BECOME EFFECTIVE UNTIL SUCH TIME AS THOSE CONDITIONS HAVE BEEN MET.

NOTE: A CONDITIONAL USE PERMIT DOES NOT ELIMINATE THE NECESSITY OF OBTAINING A BUILDING PERMIT. A PERMIT IS REQUIRED FOR CONSTRUCTION OF ALL BUILDINGS IN THE PROJECT.

A Conditional Use Permit shall be good for one (1) year after final approval, or as otherwise determined by the Santa Clara Planning Commission. If at the end of one (1) year construction has not been commenced, the Permit shall become null and void unless a request is made with the Planning Commission for an extension. Extensions may be granted for a period of time not to exceed six (6) months.

If use is discontinued for a period of six (6) months, or if property is sold or developed by someone other than applicant, the conditional use is null and void.

The filing fee for this CONDITIONAL USE PERMIT is \$200.00. The fee is payable to the City of Santa Clara, Utah and such fee shall not be refundable in whole or in part, even though the application may be withdrawn or denied.



Signature of Applicant

Melissa Scott

Printed Name of Applicant

JP Excavating, Inc.

4102 S 1440 E. Circle St. George, Utah 84790

Address of Applicant

435-656-1133

Phone number of Applicant

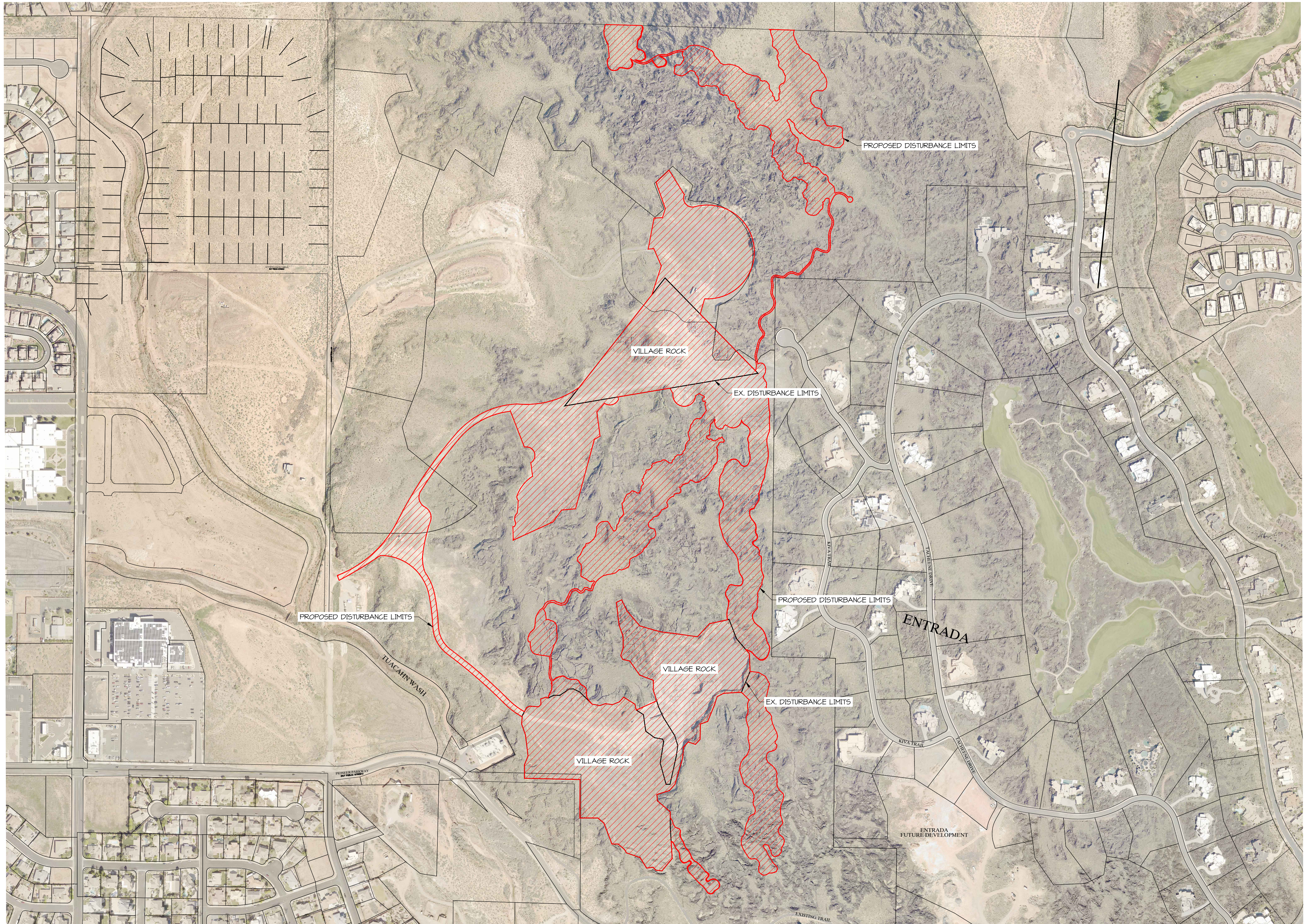
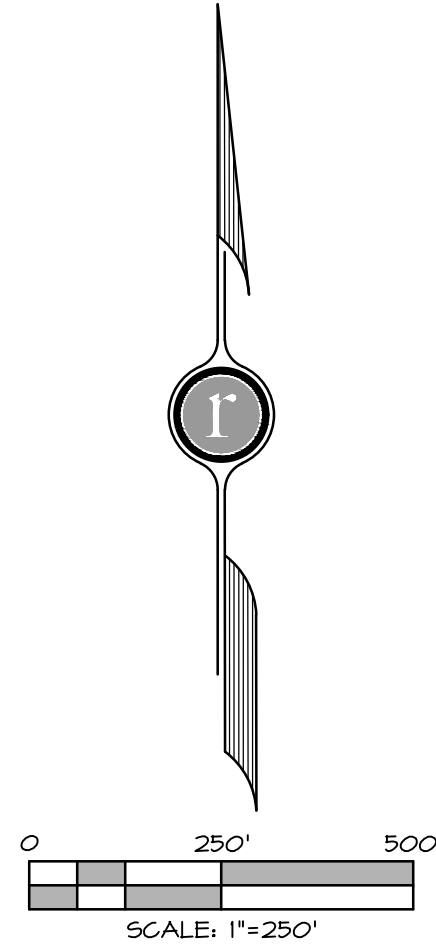
Applicant shall contact adjacent property owners within 300 feet of their property lines. Attach a sheet using the following outline:

We, the undersigned owners of property adjacent to the property legally described in the APPLICATION FOR CONDITIONAL USE PERMIT hereby notify that we have been contacted and informed of the property owner's Conditional Use Permit application and the date the Planning Commission will hear the issue. Ord Chapter: 17.40.010-17.40.100

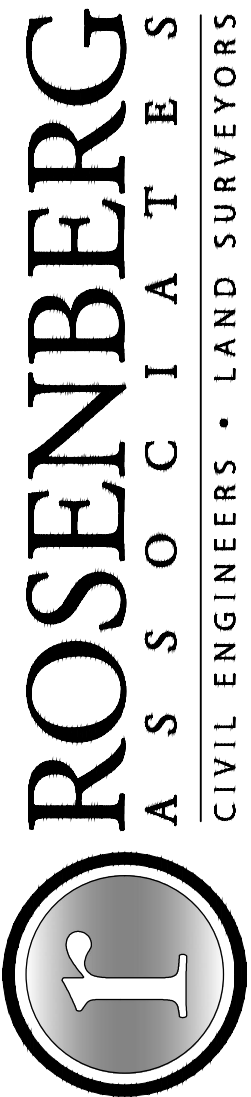
Printed Name of Property Owner

Address of Property Owner

Signature of Property Owner



DATE:	5/24/22
JOB NO.:	4020-11-010
DESIGNED BY:	DMH
CHECKED BY:	JWB
DWG. BASEMAP:	5-24-22
DATE:	
REVISIONS:	



352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8800; Fs (435) 673-8397
www.rscivil.com

VILLAGE ROCK SITE PLAN
FOR
JP EXCAVATING
SANTA CLARA
UTAH

SHEET

1

1 OF 1 SHEETS















City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Home Addition Approval Summary and Recommendation

Public Body: Santa Clara City Planning Commission

Meeting Date: July 14, 2022

Current Zone: Historic District Overlay/Residential

Property Address: 1408 Quail Street

Applicant Name: Kelly Gates

Staff Planner: Jim McNulty

Planning Staff Recommendation: Approval with conditions

PROJECT DESCRIPTION

The applicant, Kelly Gates, is proposing to do an addition along the south side of the existing home on the subject property. The addition is approximately 205 square feet in size and includes a master bathroom and storage space off the existing master bedroom (see attached plans). The applicant intends to use the home on the property as a primary residence.

Access to the existing residence is off Quail Street. The existing driveway access to the property will remain. A detached garage was approved by the Heritage Commission in October 2016. Mr. Gates obtained a building permit, and this structure has been completed.

As per Section 17.76.060(E) of City Code, one of the duties of the Heritage Commission is to act as the Design Review Committee for new construction, remodeling, or new signs within the Historic District. Additionally, the Santa Clara Historic District Design Guidelines, approved by the City Council in June 2017 provide various examples of home designs/styles within the Historic District.

This **existing home** on the property appears to be a “Period Cottage” style home originally constructed between 1920 - 1935. The addition to the home being proposed by the applicant is consistent with historic home design examples provided in the Design Guidelines. **Item I within the Design Guidelines** addresses building materials for new construction. The proposed addition includes period correct red sandstone brick with board and batten siding, and wood shake roofing to match the design of the existing home. The proposed addition appears to be compatible with the style and period of other buildings in the area. The proposed building height for the addition appears to be less than twenty (20) feet. The zone allows for a building height of up to twenty-five (25) feet for a primary structure.

Item J within the Design Guidelines addresses color. The applicant's plans include period correct red sandstone brick, board and batten siding (white), with a wood shake roof. ***The Heritage Commission reviewed and approved this item on July 7, 2022. As per city code, Chapter 17.76, the item must also be reviewed and approved by the Planning Commission.***

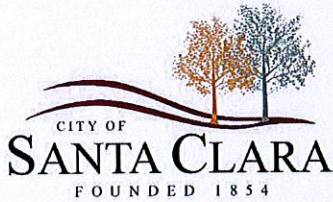
SITE & VICINITY DESCRIPTION

The subject property is located at 1408 Quail Street. The property has frontage along Quail Street. Other lots in the immediate area are currently utilized as single-family homes. The Gubler property located directly north of the subject property was recently rezoned to Historic District Overlay/Mixed Use to allow for the future expansion of the Santa Clara Merc.

PLANNING STAFF RECOMMENDATION

On July 7, 2022, the Heritage Commission reviewed and approved this application. As a result, Planning Staff recommends that the Heritage Commission approve the proposed addition to the existing home located at 1408 Quail Street subject to the following conditions:

1. That the applicant constructs the home addition according to the plans presented to the Heritage Commission and Planning Commission.
2. That the approved building elevations (addition to home), materials, and colors be utilized.
3. That the building height for the home addition does not exceed twenty (20) feet.
4. That the applicant come back to the Heritage Commission and Planning Commission if changes to the building elevations, materials, and colors are proposed.
5. That the applicant obtains a building permit prior to construction activity occurring on the site.



HERITAGE COMMISSION APPLICATION

AS PROVIDED BY SANTA CLARA, UTAH, ZONING ORDINANCE CHAPTER 17.76

The undersigned applicant(s) is/are the owner(s) of the following legally described property, or an authorized representative of owner(s): (Include Subdivision Name, Lot Number, and Street Address):

1408 QUAIL STREET SC - 131 - A
SANTA CLARA TOWN AND FIELD, SUB BLK 16 (SC) LOT 3 N 1/2
LOT 3 BLK 16 SCT 2 FS (SEE ATTACHED)


Attach a site plan/plot plan, drawn to scale, of the property with the following details:

1. Show existing building(s), and their location on the lot with dimensions to property lines and each other;
2. Show any proposed building(s), additions, and their location on the lot with dimensions to property lines and each other;
3. Show the location of any existing or proposed accessory buildings on the property;
4. Show parking lot layout and points of ingress/egress if applicable;
5. Include any other pertinent information (project narrative) as needed.

Attach building plans/architectural drawings to scale with the following details:

1. Proposed building elevations;
2. Proposed building materials and colors;
3. Other drawings (e.g., schematics, renderings, etc.);
4. Include any other pertinent information (design narrative) as needed.

The Heritage Commission acts as a Design Review Committee for new construction, remodeling, or new signs within the Santa Clara Historic District. Review your plans and be sure all details have been included before submitting your application. The Heritage Commission meets on the 1st Thursday of the month as needed. Please submit your application a minimum of 10-days before the meeting date to allow for city staff review and comments.


Signature Applicant(s)/Rep

KELLY L. GATES
Printed Name of Applicant(s)/Rep

(900 ADDISON AVE. } MAILING
TWIN FALLS, ID. 83301 }
X 1408 QUAIL ST., SANTA CLARA
Address Applicant(s)/Rep UT. 84765

kellygates2@yahoo.com
208-948-9175
Phone Number/Email

To whom it may concern:

Heritage Commission, Santa Clara UT.

Re: 1408 Quail Street, Santa Clara UT.

The "Leavitt" home at 1408 Quail Street is very special and dear to me, it was built by my Great Grandparents, my Grandmother and all the kids were born in the home, and as such, it has been my goal to protect and restore, and respect and honor the home so it may be as special as it is for many years to come.

With that said, it is my intent to retire in the next few years and make my home, this home, my primary residence, and a home of this age doesn't have many of the modern conveniences we've grown used to in modern designs and homes, and my desire to add this small addition is make it more livable by adding a functional larger Master Bathroom, and Closet for storage space, so that the front room can be used as a Master Bedroom, and in general make the home more livable and enjoyable, without changing the overall design and appeal, or aesthetic look.

The idea is to make this small addition, tie into the home, and make it appear as if it were there all along. The main construction materials on the home are Adobe brick, with wood-siding accents. As the Adobe couldn't ever be matched, the addition will be mainly wood, applied in a craftsman bat-and-board accent style, to match the existing siding on the home, and outbuilding-granary, and newly built detached garage towards the back of the property, and for it to be painted white to match the rest of the home, with a red-rock stone accent on the front pop-out portion of the addition, to also tie the look into the rest of the home, and grounds and area, with a cedar shake-shingle roof also matching the home, and in keeping with the historic look and feel.

When complete, it is my intent that it will appear as if it has been there all along.

Thank you,

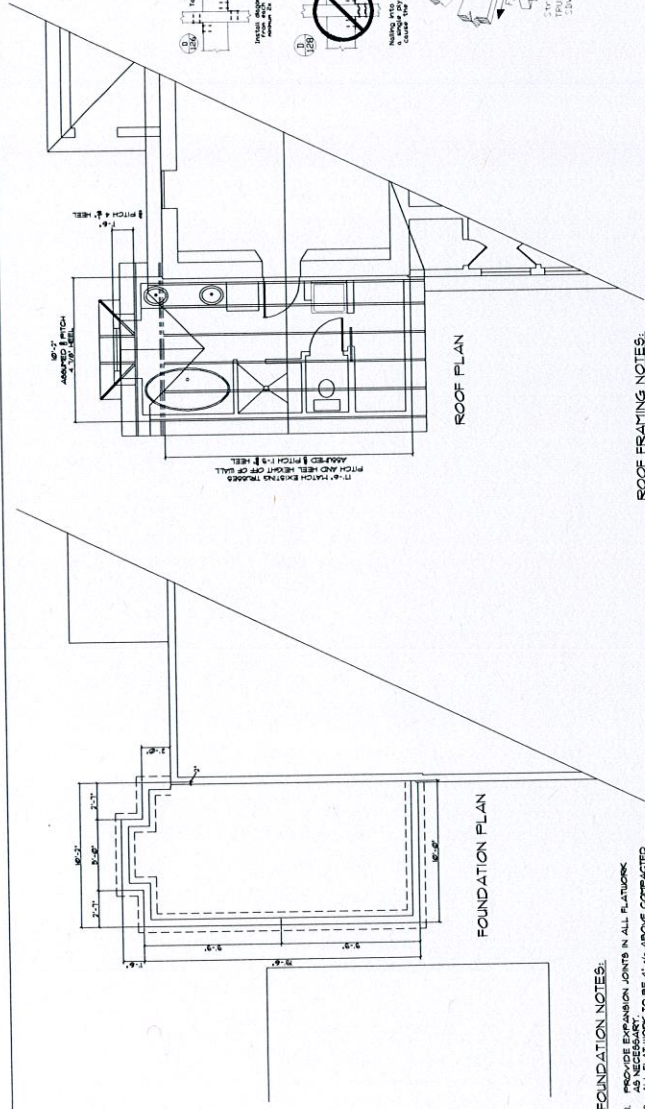
Kelly Gates

RETARD	MATERIAL	CONNECTION CRITERIA
(1) CR-100P	WOOD STRUCTURAL PANEL	NO COMMON 12" X 6" X 1/2" SPACING (INTERMEDIATE SUPPORTS) AND AT 6" SPACING (INTERMEDIATE SUPPORTS)

TABLE 16-01.03(1) WIND SPEED BRACING REQUIREMENT CATEGORY B1			
WIND SPEED (MPH)	STORY LOCATION	MIN. TOTAL LENGTH (FEET) OF BRACED WALL PANELS PER STORY	MIN. TOTAL LENGTH (FEET) OF BRACED WALL PANELS PER STORY
15	1	15	15
20	1	20	20
25	1	25	25
30	1	30	30
35	1	35	35
40	1	40	40
45	1	45	45
50	1	50	50
55	1	55	55
60	1	60	60

PROVIDE 24" PANEL EDGE BRACING - ALL DESIGNATED BRACING - ALL DESIGNATED BRACING (ALL NEW SHEETS MUST BE 1" MIN.)

TABLE 16-01.03(2) WIND SPEED BRACING REQUIREMENT CATEGORY B1			
WIND SPEED (MPH)	STORY LOCATION	MIN. TOTAL LENGTH (FEET) OF BRACED WALL PANELS PER STORY	MIN. TOTAL LENGTH (FEET) OF BRACED WALL PANELS PER STORY
15	1	15	15
20	1	20	20
25	1	25	25
30	1	30	30
35	1	35	35
40	1	40	40
45	1	45	45
50	1	50	50
55	1	55	55
60	1	60	60

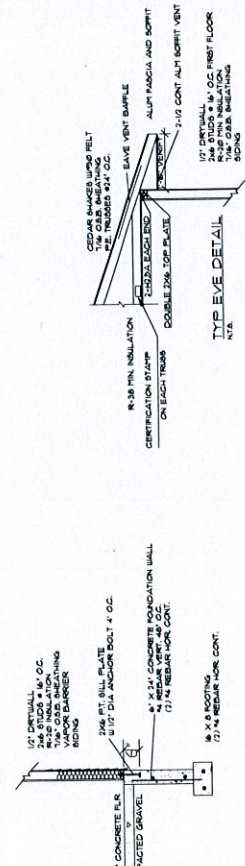


FOUNDATION NOTES:

1. PROVIDE EXPANSION JOINTS IN ALL FLATWORK
2. ALL FLATWORK TO BE 4" ABOVE COMPACTED GRAVEL
3. ALL SINGLE STORY FOUNDATION WALLS TO BE 12" MIN. THICK
4. ALL SINGLE STORY FOUNDATION WALLS TO BE 12" MIN. THICK
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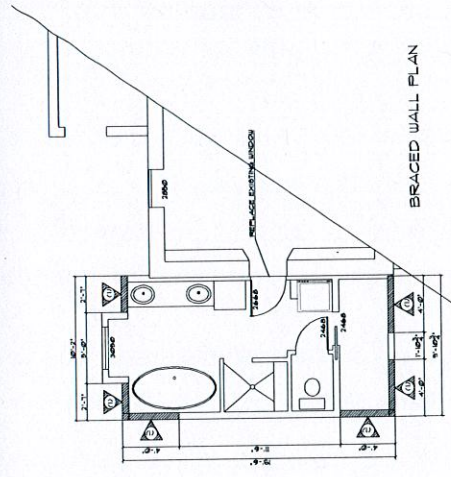
ROOF BRACING NOTES:

1. TRUSS DESIGN AND LAYOUT SHALL BE PROVIDED AT FRAMING
2. PROVIDE TRUSS TO RESIST UPLIFT AT EACH LOCATION SHOWN
3. ON TRUSS DESIGN DETAILS, HAND RAISED ROOF RUFFERS
4. COORDINATE EXACT LOCATION OF ATTIC ACCESS WITH
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9. COORDINATE EXACT LOCATION OF ATTIC ACCESS WITH
10. COORDINATE EXACT LOCATION OF ATTIC ACCESS WITH



GARAGE WALL DETAIL

BRACED WALL PLAN



EXISTING LIVING AREA
ADDITION LIVING AREA
EXISTING COVERED PORCH



GENERAL NOTES:

1. DESIGNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION OR THE SPECIFICATIONS BY MANUFACTURERS' INFO.
2. VENDOR OF ENGINEER'S SERVICES SHALL MEET THE REQUIREMENTS OF THE 2008 ACI MIN. SIZES + 48" x 36" MIN. VENT COEFFICIENT 1/36" x 48" SINGLE
3. COORDINATE ALL INTERIOR AND EXTERIOR FINISH MATERIALS, COORDINATE ALL BUILDING WITH VENT COEFFICIENT 1/36" x 48" SINGLE
4. 3.00" MIN. LIE DOWN UNIFORM LIVING WALLS
5. 3.00" MIN. LIE DOWN UNIFORM LIVING WALLS
6. 3.00" MIN. LIE DOWN UNIFORM LIVING WALLS
7. 3.00" MIN. LIE DOWN UNIFORM LIVING WALLS
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☐ ASSUMED 8'-1 1/8" MATCH MASTER BEDROOM HEIGHT

ENERGY NOTE:

- METHODS FOR VENTED CRAWL SPACES:**
1. R-30 MIN. IN FLOORS
 1. R-15 MIN. IN WALLS
 2. R-13 MIN. IN ATTIC SPACES OVER LIVING AREAS
 2. R-10 MIN. IN WALLS
 2. 35 MIN. LOWE WINDOW
- OR CONDITIONS CRAWL SPACES:**
1. R-20 MIN. AT FOUNDATION PERIMETER
 2. R-10 MIN. IN WALLS
 2. R-30 MIN. IN ATTIC SPACES OVER LIVING AREAS
 2. R-15 MIN. IN WALLS
 2. 35 MIN. LOWE WINDOW
- OR BARRIERS PLUS MIN. 8' BASEMENT WALLS**

VENT TO OUTSIDE AND BE
THE 2018 ISC AND BE

- ⑥ FAN UNIT
⑦ TEMPERED GLASS

☐ ASSUMED 8'-1 1/8" MATCH MASTER BEDROOM HEIGHT

PROJECT: 1420 JAVIL ST
SCALE: 1/4" = 1'-0"
DATE: 6-14-20
CITY: SANTA CLARA, STATE: UTAH
SHEET TITLE: FLOOR PLAN

AGE # 42

SCALE: 1" = 10'



PROPERTY INFO:

ZONING:

ACC. BLDG. SIDE SETBACK:
ACC. BLDG. REAR SETBACK:
ACC. BLDG. HEIGHT MAX:

R-1-10 / HISTORIC DISTRICT OVERLAY ZONE

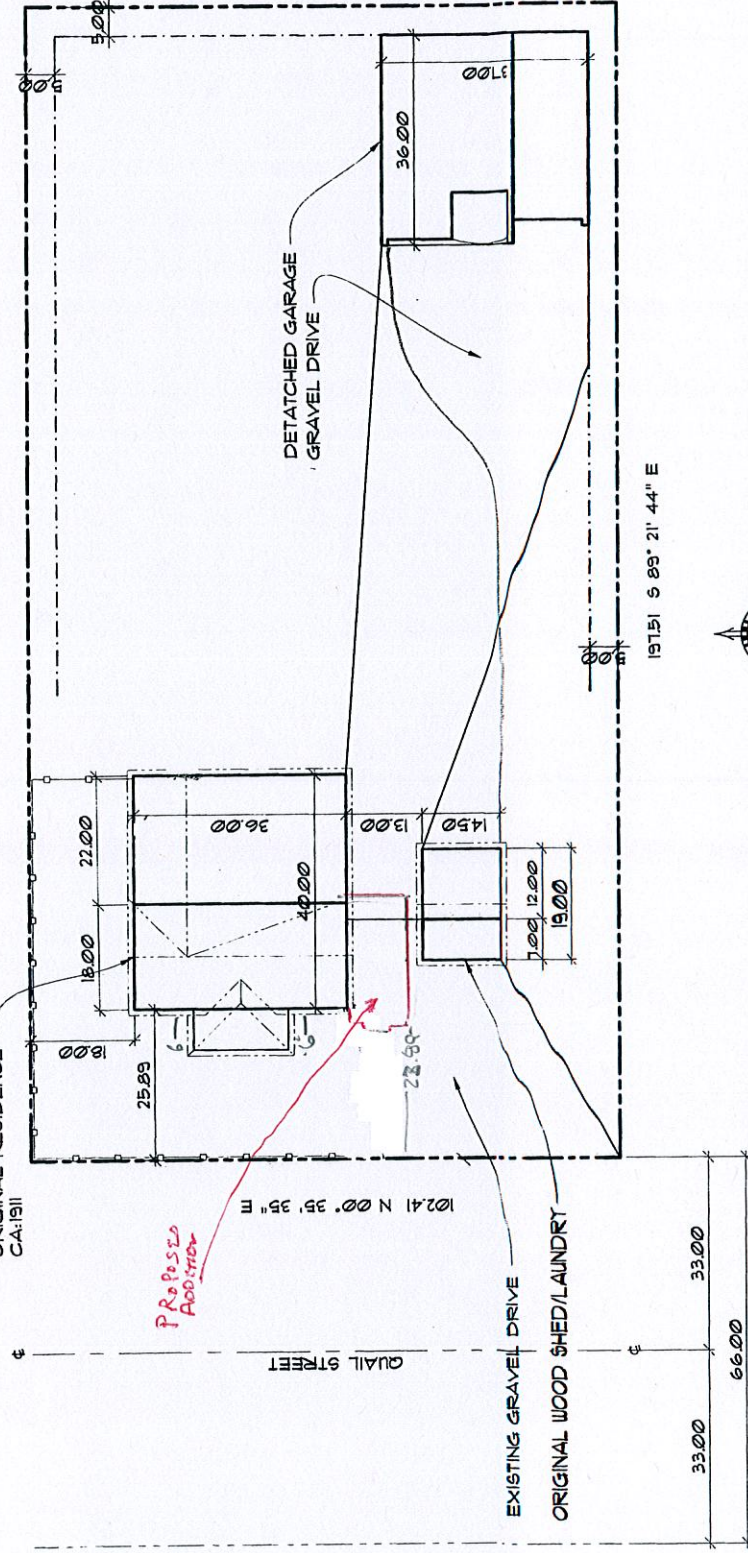
5', PER R-1-10
5', PER R-1-10
20'-25', PER R-1-10 / HD0C1

NOTE: EXISTING BUILDING DIMENSIONS AND LOCATIONS IMPORTED AND SCALED
FROM WASHINGTON COUNTY RECORDER/ASSESSORS OFFICE

PROPERTY DESCRIPTION FOR DISTANCE & BEARINGS DERIVED FROM WASHINGTON
COUNTY RECORDERS OFFICE: LEAVITT SUBDIVISION PLAT MAP

19751 N 89° 21' 44" W (ASSUMED)

ORIGINAL RESIDENCE
CA:1911



SITE PLAN

FILE: 1408-N-QUAIL
DATE: 05/18/16
REVISION:

PARCEL #SC- 131-A
N 1/2 LOT #4, SCT #6S
1408 NORTH QUAIL STREET
SANTA CLARA CITY, UTAH

Account 0097017

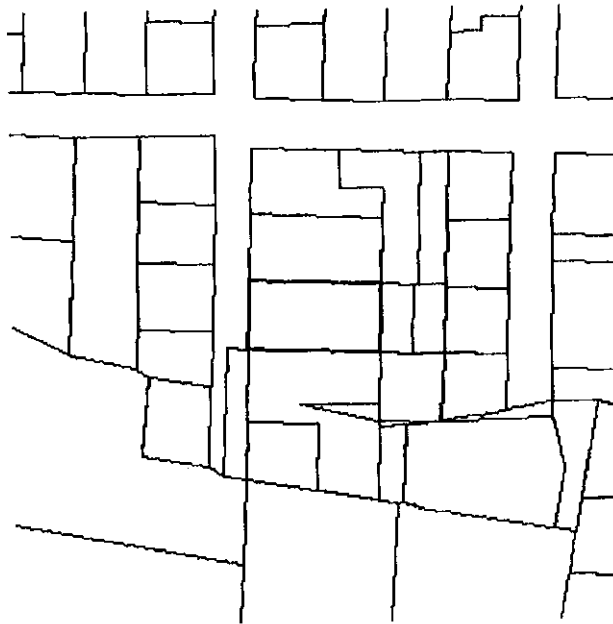
<u>Location</u>	<u>Owner</u>	<u>Value</u>
Account Number 0097017	Name GATES KELLY L	Market (2016) \$136,900
Parcel Number SC-131-A	1408 QUAIL ST	Taxable \$136,900
Tax District 09 - Santa Clara City	SANTA CLARA, UT 84765	Tax Area: 09 Tax Rate: 0.011470
Acres 0.44		Type Actual Assessed Acres
Situs 1408 QUAIL ST , SANTA CLARA		Non Primary \$136,900 \$136,900 0.440
Legal Subdivision: SANTA CLARA		Improved
TOWN & FIELD SUR BLK 16 (SC) Lot:		
3 N1/2 LOT 3 BLK 16 SCT&FS		
Parent Accounts		
Parent Parcels		
Child Accounts		
Child Parcels		
Sibling Accounts		
Sibling Parcels		

Transfers

<u>Entry Number</u>	<u>Recording Date</u>	
00454571	01/10/1994 10:06:00 AM	B: 785 P: 792
00464021	04/15/1994 03:25:00 PM	B: 811 P: 539
00523209	02/12/1996 03:22:00 PM	B: 973 P: 596
00596175	03/24/1998 03:38:00 PM	B: 1192 P: 738
00688953	06/22/2000 09:48:00 AM	B: 1372 P: 1053
00709571	02/05/2001 03:25:00 PM	B: 1394 P: 778
00713634	03/07/2001 03:37:00 PM	B: 1398 P: 1766
00730625	08/06/2001 04:52:00 PM	B: 1421 P: 221
20070012217	03/09/2007 11:39:01 AM	
20070012429	03/12/2007 11:06:19 AM	
20110003477	02/02/2011 10:13:32 AM	
20160032234	08/31/2016 03:50:28 PM	

"Tax"Images

<u>Tax Year</u>	<u>Taxes</u>	<u>GIS</u>
2016	\$1,570.24	
2015	\$1,609.14	















City of Santa Clara
2603 Santa Clara Drive
(435) 656-4690, Ext. 225
jmcnulty@sccity.org

Staff Report

Home Renovation Approval Summary and Recommendation

Public Body: Santa Clara City Planning Commission

Meeting Date: July 14, 2022

Current Zone: Historic District Overlay/Residential

Property Address: 1398 Vernon Street

Applicant Name: Jon Graf

Staff Planner: Jim McNulty

Planning Staff Recommendation: Approval with conditions

PROJECT DESCRIPTION

The applicant, Jon Graf, is proposing to do a complete renovation of the Pioneer Home on the subject property. This home was utilized as a single-family residence for many years; however, it's currently vacant and in need of substantial repairs. The pioneer home is approximately 1,029 square feet in size. This includes approximately 735 square feet of living area, and covered porch space of 294 square feet. The floor plan (see attached plans) includes a living room, bedroom, bathroom, linen closet, and laundry room, with a large room at the back of the home. This area was previously used as a kitchen/storage space. A crawl space is also included below the home.

Access to the existing residence will be off Vernon Street. The existing gravel driveway access to the property will remain. Future site improvements have not been determined.

As per Section 17.76.060(E) of City Code, one of the duties of the Heritage Commission is to act as the Design Review Committee for new construction, remodeling, or new signs within the Historic District. Additionally, the Santa Clara Historic District Design Guidelines, approved by the City Council in June 2017 provide various examples of home designs/styles within the Historic District.

This **existing home** on the property appears to be a "Pioneer" style home originally constructed between 1870 - 1880. The applicant has indicated that the home was moved to this location around 1885. The applicant owns a home restoration company and intends to renovate the home as close as possible to original condition. The home renovation being proposed by the applicant (see attached plans) is consistent with historic home design examples provided in the Design Guidelines. **Item I within the Design Guidelines** addresses building materials for new construction. The proposed home renovation includes period correct milled lumber to replace damaged wood. The adobe on the home will be repaired/updated with a modern adobe product. The plaster on the exterior of the kitchen addition area (back of home) will also be matched with a modern product. A new wood shake shingle roof will be put in place to match the original.

The proposed building height for the building is approximately 18' – 6". The zone allows for a building height of up to twenty-five (25) feet for a primary structure. ***Item J within the Design Guidelines*** addresses color. The applicant's plans include period correct milled lumber (grey with white trim), modern adobe (white), plaster (white), with a wood shake roof. ***The Heritage Commission reviewed and approved this item on July 7, 2022. As per city code, Chapter, 17.76, the item must also be reviewed and approved by the Planning Commission.***

SITE & VICINITY DESCRIPTION

The subject property is located at 1398 Vernon Street. The property has frontage along Vernon Street and is located directly behind Frei's Market. Some lots in the immediate area are currently utilized as single-family homes, while other properties along Santa Clara Drive are being used as commercial businesses.

PLANNING STAFF RECOMMENDATION

On July 7, 2022, the Heritage Commission reviewed and approved this application. As a result, Planning Staff recommends that the Planning Commission approve the proposed home renovation for the pioneer home located at 1398 Vernon Street subject to the following conditions:

1. That the applicant constructs the home renovation according to the plans presented to the Heritage Commission and Planning Commission.
2. That the approved building elevations, materials, and colors be utilized for the home renovation.
3. That the building height for the home renovation does not exceed twenty (20) feet.
4. That the applicant come back to the Heritage Commission and Planning Commission if changes to the building elevations, materials, and colors are proposed.
5. That the applicant obtains a building permit prior to construction activity occurring on the site.



HERITAGE COMMISSION APPLICATION

AS PROVIDED BY SANTA CLARA, UTAH, ZONING ORDINANCE CHAPTER 17.76

The undersigned applicant(s) is/are the owner(s) of the following legally described property, or an authorized representative of owner(s): (Include Subdivision Name, Lot Number, and Street Address):

Jon Graf - Authorized representative of owner
1398 Vernon Street Santa Clara, Utah 84765

Attach a site plan/plot plan, drawn to scale, of the property with the following details:

1. Show existing building(s), and their location on the lot with dimensions to property lines and each other;
2. Show any proposed building(s), additions, and their location on the lot with dimensions to property lines and each other;
3. Show the location of any existing or proposed accessory buildings on the property;
4. Show parking lot layout and points of ingress/egress if applicable;
5. Include any other pertinent information (project narrative) as needed.

Attach building plans/architectural drawings to scale with the following details:

1. Proposed building elevations;
2. Proposed building materials and colors;
3. Other drawings (e.g., schematics, renderings, etc.);
4. Include any other pertinent information (design narrative) as needed.

The Heritage Commission acts as a Design Review Committee for new construction, remodeling, or new signs within the Santa Clara Historic District. Review your plans and be sure all details have been included before submitting your application. The Heritage Commission meets on the 1st Thursday of the month as needed. Please submit your application a minimum of 10-days before the meeting date to allow for city staff review and comments.

Signature Applicant(s)/Rep

1435 W. Sunset Blvd.
St. George, Utah 84770

Address Applicant(s)/Rep

Jon Graf

Printed Name of Applicant(s)/Rep

435-272-7090
jong@northstardr.com

Phone Number/Email



BY: MEGAN STEAD

FRONT AND REAR ELEVATIONS

GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

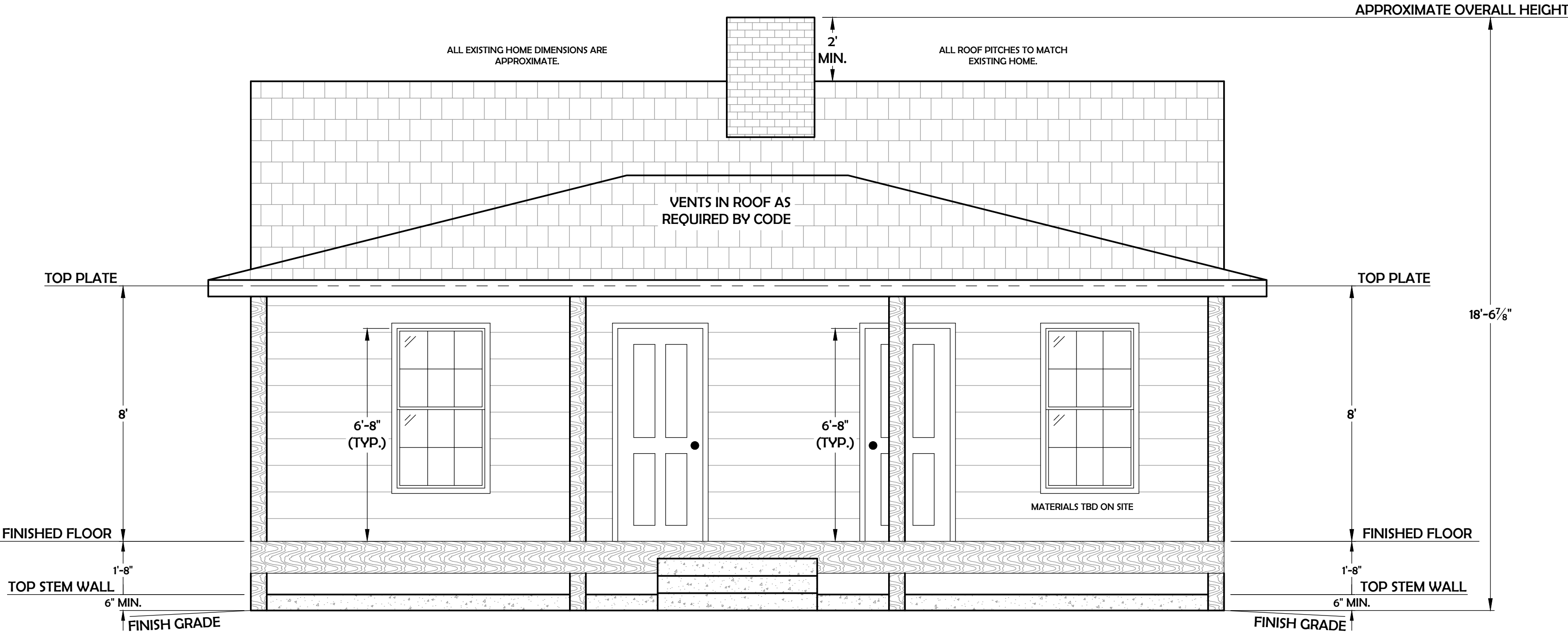
DATE:
June 9, 2022

SCALE: 3/8"

SHEET

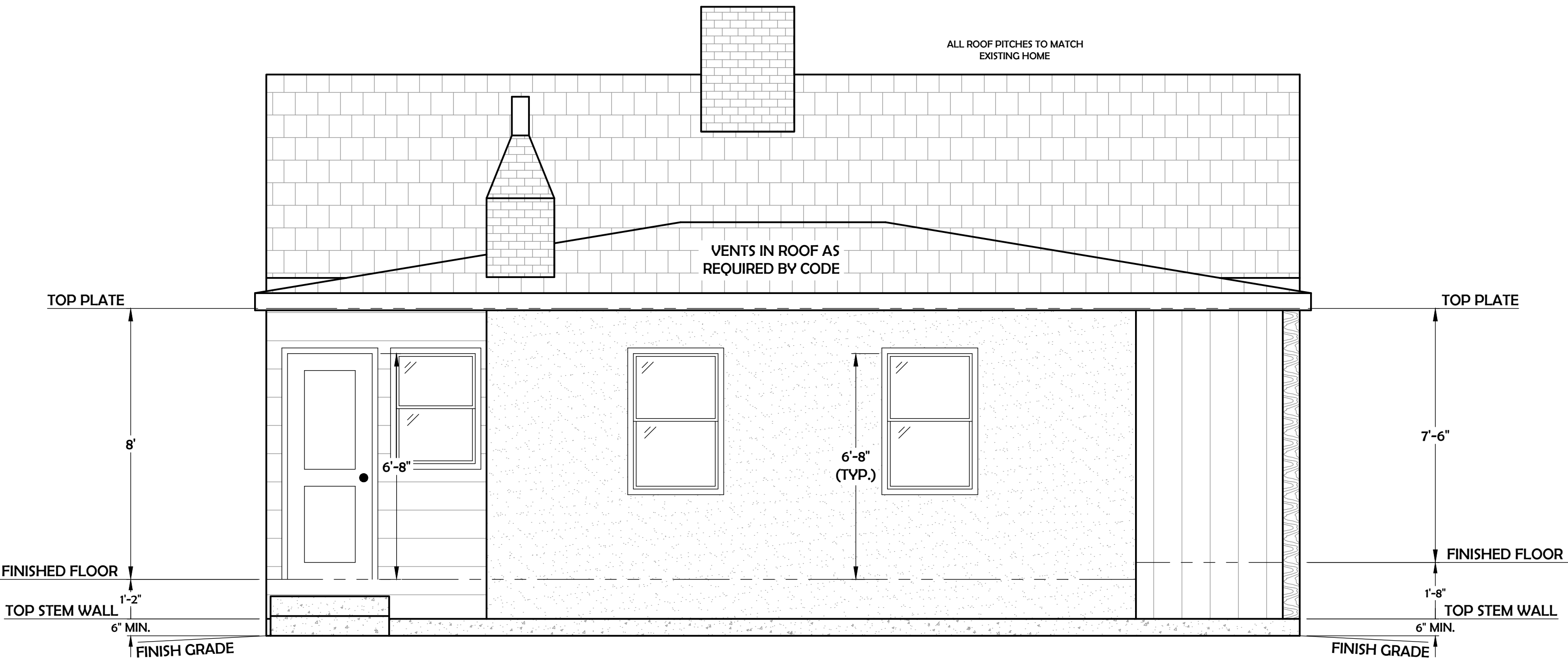
A1

SHEET 1 OF 6



FRONT ELEVATION

SCALE: 3/8" = 1'



REAR ELEVATION

SCALE: 3/8" = 1'



BY: MEGAN STEAD

SIDE ELEVATIONS

GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

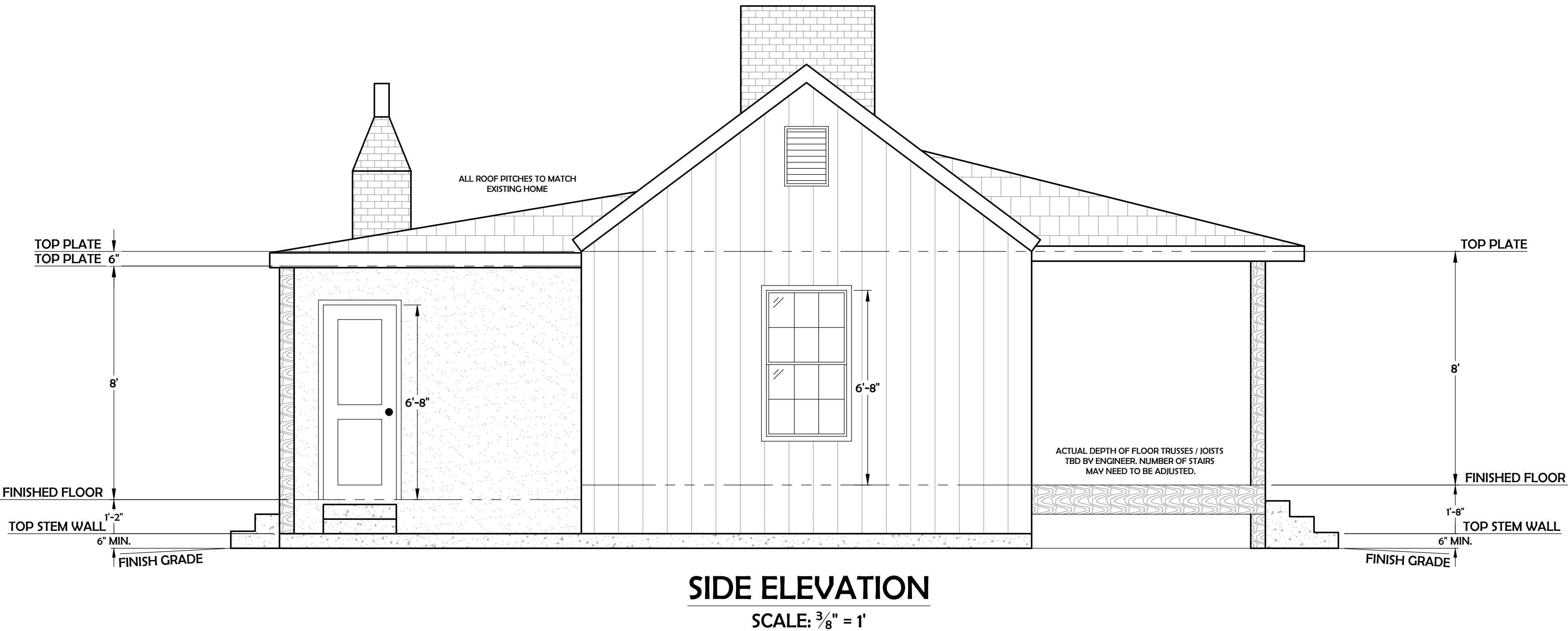
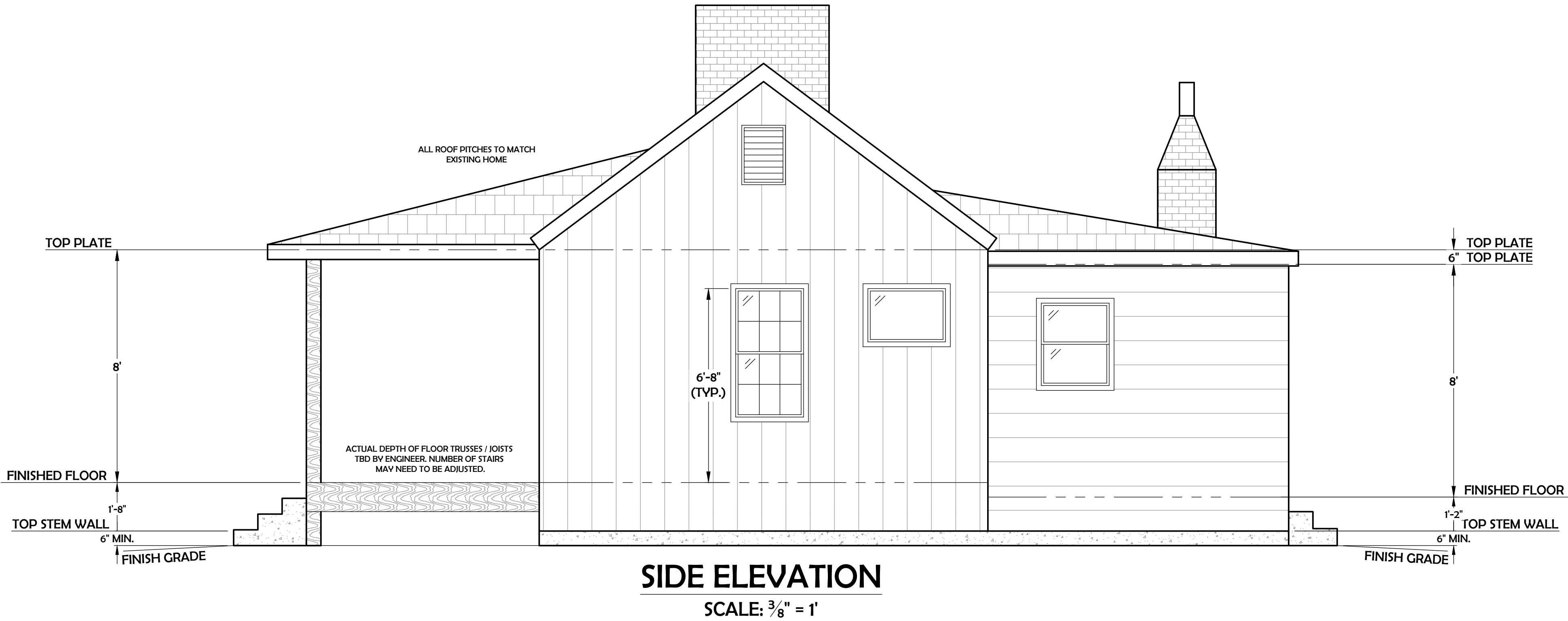
DATE:
June 9, 2022

SCALE: 3/8"

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A2

SHEET 2 OF 6





BY: MEGAN STEAD

MAIN FLOOR PLAN

GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

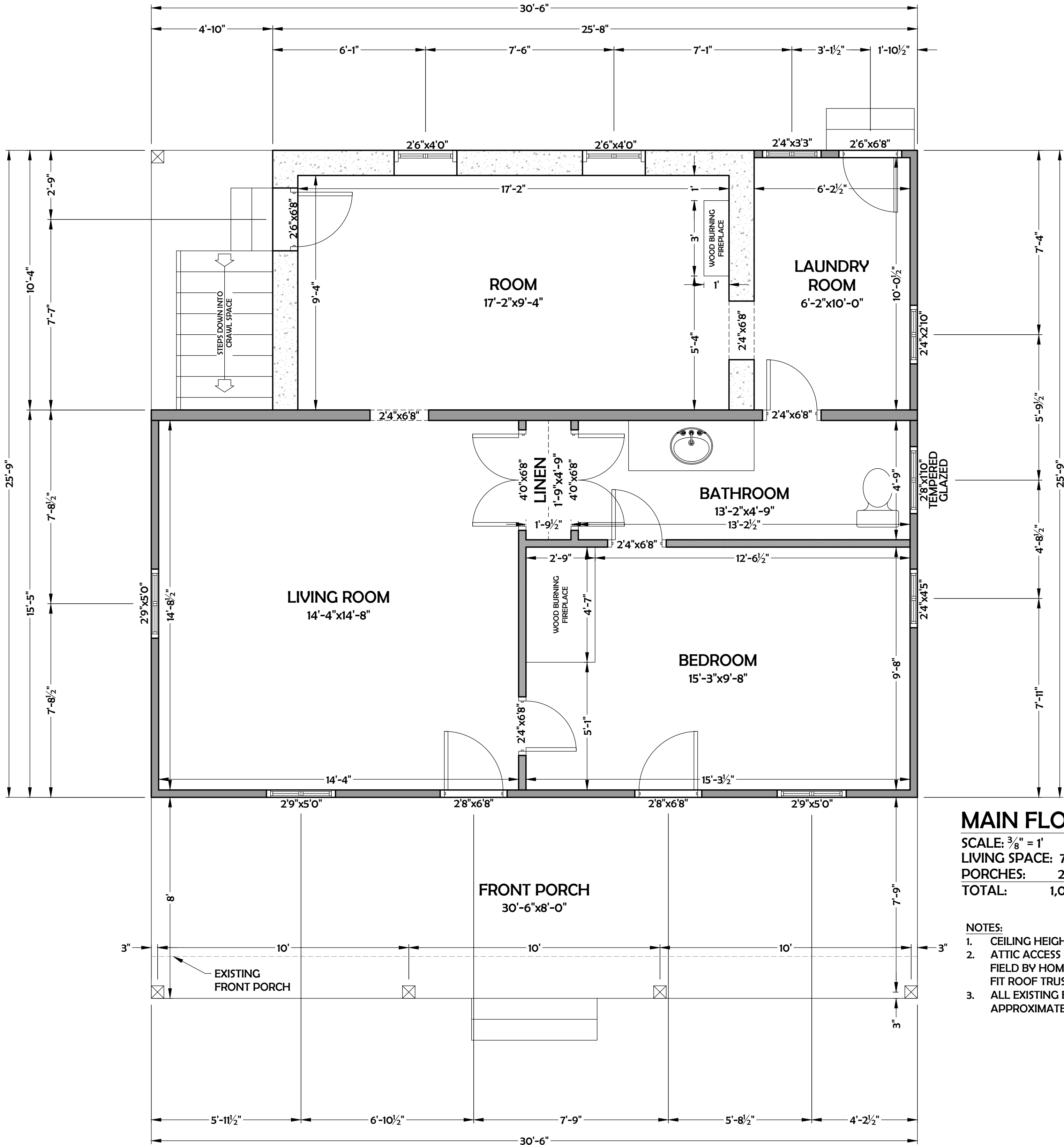
DATE:
June 9, 2022

SCALE: 3/8"

SHEET

A3

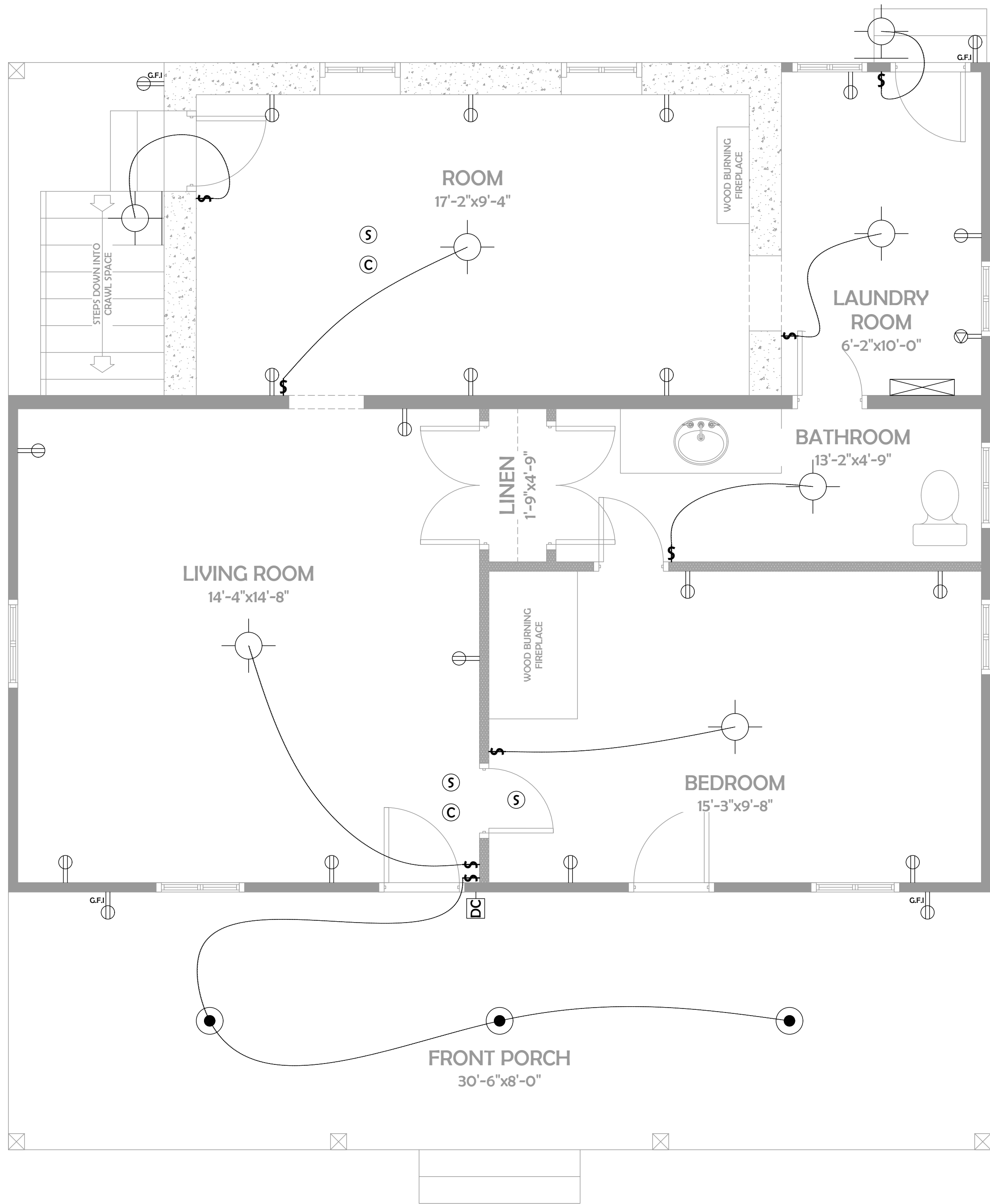
SHEET 3 OF 6



MAIN FLOOR PLAN

SCALE: $\frac{3}{8}" = 1'$
LIVING SPACE: 735.43 SQ. FT.
PORCHES: 293.94 SQ. FT.
TOTAL: 1,029.37 SQ. FT.

- NOTES:
1. CEILING HEIGHT 8'0" UNLESS NOTED OTHER WISE.
 2. ATTIC ACCESS LOCATION TO BE DETERMINED IN THE FIELD BY HOME OWNER AND CONTRACTOR TO BEST FIT ROOF TRUSSES.
 3. ALL EXISTING BUILDING DIMENSIONS & DETAILS ARE APPROXIMATE.



ELECTRICAL LEGEND	
	FLORESCENT LIGHT
	RECESSED LIGHT
	SOFFIT LIGHT
	MOTION SENSOR FLOOD LIGHT
	WALL MOUNTED LIGHT
	CEILING MOUNTED LIGHT
	RECESSED WALL STAIR LIGHT MOTION SENSORED
	CEILING FAN
	MULTIPLE WAY SWITCH
	SWITCH
	110V OUTLET
	220V OUTLET
	100V GROUND FAULT INT.
	GARAGE DOOR OPENER
	EXHAUST FAN
	SMOKE DETECTOR
	CARBON MONOXIDE DETECTOR
	DISPOSAL
	DOOR CHIME
	BREAKER BOX

220 V PLUG TO BE PROVIDED AT AC LOCATION
TBD ON SITE BY OWNER AND ELECTRICIAN.



BY: MEGAN STEAD

MAIN FLOOR ELECTRICAL PLAN

GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

DATE:
June 9, 2022

SCALE: 3/8"

SHEET

E1

SHEET 4 OF 6

GENERAL CONSTRUCTION NOTES:

- A. GENERAL NOTES:**
- CONTRACTOR IS TO VERIFY DESIGN, DIMENSIONS AND NOTES PRIOR TO BEGINNING OF CONSTRUCTION.
 - ALL CONSTRUCTION IS TO BE DONE UNDER THE SUPERVISION OF A LICENSED CONTRACTOR.
 - ALL CONSTRUCTION MUST FOLLOW ALL ADOPTED STATUTES AND CODES OF THE JURISDICTION WHERE CONSTRUCTION TAKES PLACE.
 - COMPLIANCE TO ALL CODES AND ORDINANCES SHALL BE ENFORCED BY THE GENERAL CONTRACTOR.
 - ALL ELECTRICAL, HEATING AND MECHANICAL WORK SHALL FOLLOW THE MOST RECENT APPLICABLE CODES.
 - MANUFACTURERS SPECIFICATIONS FOR INSTALLATION OF MATERIALS SHALL BE FOLLOWED.
 - IF THERE IS ANY DISCREPANCY BETWEEN THE PLANS PROVIDED BY STEADFAST HOMES AND LOCAL BUILDING CODES, THE LOCAL BUILDING CODE IS TO BE FOLLOWED.
 - OWNER AND CONTRACTOR ARE TO VERIFY AND ADHERE TO LOCAL CC&R'S BEFORE, DURING AND AFTER BUILDING.
 - ANY SPECIAL INSPECTIONS REQUIRED BY THE BUILDING OFFICIAL ARE THE RESPONSIBILITY OF THE OWNER OR CONTRACTOR.
 - CONTRACTOR SHALL NOTIFY ENGINEER & ARCHITECT OF ANY CONFLICTS BETWEEN THE ELEMENTS OF THE DRAWINGS AND/OR SPECIFICATIONS AND THE BUILDING CODE BEFORE PROCEEDING WITH ANY WORK INVOLVED.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION WITHIN AND ADJACENT TO THE JOB SITE.
 - APPROVED NUMBERS SHALL BE PROVIDED FOR THE ADDRESS OF THE NEW BUILDING PLACED IN A POSITION WHICH IS PLAINLY VISIBLE AND SHALL BE A MINIMUM OF 4" TALL.
 - A MIN. OF 7' HEADROOM IN ALL AREAS OF THE DWELLING WILL BE PROVIDED, INCLUDING ALL PLUMBING ITEMS, HEAT DUCTS, AND STRUCTURAL MEMBERS.
 - SHOWER WALLS AND WALLS AROUND BATHTUBS SHALL BE CONSTRUCTED OF DENSE NON-ABSORBENT WATERPROOF SHEET ROCK THE FULL HEIGHT OF THE WALL.
 - ALL PREFABRICATED STRUCTURAL ITEMS, SUCH AS ROOF AND FLOOR TRUSSES, MUST HAVE THE NECESSARY SIGNATURES AND STAMPS PROVIDED BY THE MANUFACTURERS.
 - STEADFAST HOMES SHALL NOT BE LIABLE FOR THE CONSTRUCTION, CONSTRUCTION COSTS AND/OR COMPLIANCE WITH THE GOVERNING LAWS AND ORDINANCES AND/OR ANY PROBLEMS THAT MAY ARISE DURING CONSTRUCTION.

- B. GENERAL FRAMING NOTES:**
- USE DOUGLAS FIR-LARCH #2 AND BETTER FOR ALL SAWN LUMBER BEAMS & STRUCTURAL COLUMNS.
 - EXTERIOR WALL STUD GRADE, SIZE, AND SPACING AS PER ENGINEERING PLANS.
 - BEAM SIZES AND TYPES TO BE DETERMINED BY ENGINEER OR CONTRACTOR AND SHALL COMPLY TO LOCAL REQUIREMENTS.
 - INTERIOR WALLS ARE TO BE FRAMED WITH 2x4 STUD AT 16" O.C. UNLESS INTERIOR WALL IS A BEARING OR PLUMBING WALL, IN WHICH CASE IT IS TO BE FRAMED AS 2x6 STUD WALL.
 - FLOOR SHEATHING SHALL BE 3/4" O.S.B WAFERBOARD GLUED AND NAILED ACCORDING TO CODE.
 - EXTERIOR WALL SHEATHING TO BE 7/16" O.S.B. WAFERBOARD. SHEAR WALL NAILING AS PER STRUCTURAL PLAN.
 - ALL EXTERIOR COVERINGS SHALL BE EXTERIOR GRADE WEATHER RESISTANT AND FINISHED AS PER MANUFACTURES RECOMMENDATIONS.
 - WOOD SILLS THAT COME IN CONTACT WITH CONCRETE IS TO BE PRESSURE TREATED OR REDWOOD GRADE #2.

- C. ATTIC:**
- ENCLOSED ATTICS AND ENCLOSED RAFTER SPACES SHALL HAVE CROSS VENTILATION TO THE OUTSIDE FOR EACH SPACE.
 - THE NET FREE VENTILATION SHALL NOT BE LESS THAN 1/500th OF THE AREA OF THE SPACE VENTILATED, EXCEPT THAT THE AREA MAY BE 1/300th PROVIDED THAT AT LEAST 50% OF THE REQUIRED VENTILATING AREA IS LOCATED IN THE UPPER SPACE PORTION OF THE SPACE TO BE VENTILATED AND THE REMAINDER IS PROVIDED BY EAVES OR CORNICE VENTS.
 - ATTIC ACCESS IS TO BE 22"x30" MINIMUM WITH 30" CLEARANCE ABOVE. OWNER OR CONTRACTOR TO SELECT LOCATION. THE ACCESS SHALL BE LOCATED IN A READILY ACCESSIBLE PLACE.

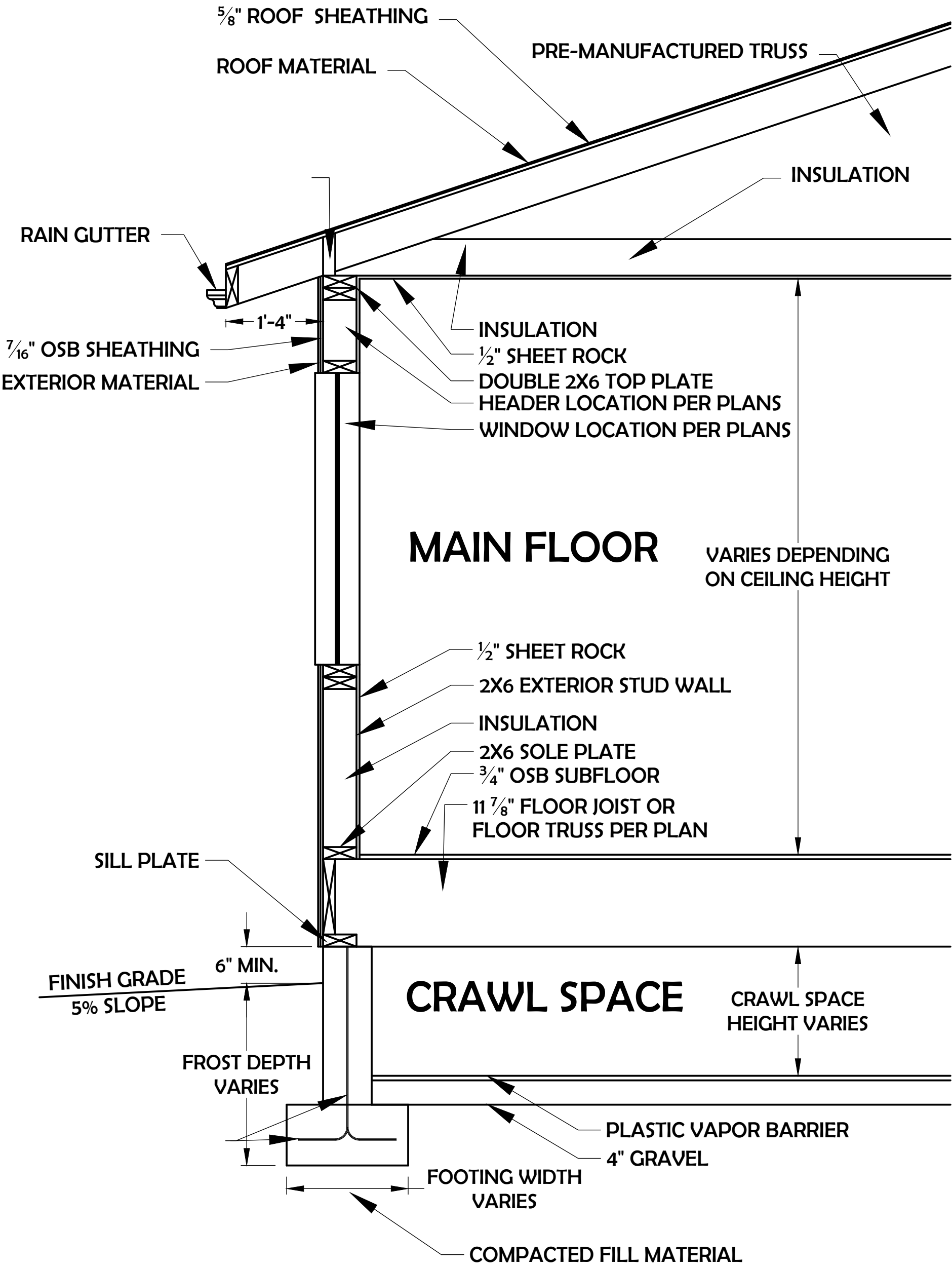
- D. FIRE PROTECTION:**
- FIRE STOP OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS, AND FIREPLACES AT CEILING AND FLOOR LEVELS MUST BE BUILT WITH APPROVED NON-COMBUSTIBLE MATERIALS.
 - INSTALL 5/8" FIRE RATED SHEET ROCK ON ALL WALLS, CEILING, BEAMS AND SUPPORTS IN GARAGE FOR FIRE PROTECTION BETWEEN GARAGE AND DWELLING UNIT. IF DWELLING SPACE EXISTS ABOVE GARAGE, TWO LAYERS OF 5/8" FIRE RATED SHEET ROCK SHALL BE INSTALLED ON CEILING.
 - ALL DOORS LEADING FROM DWELLING TO GARAGE SHALL BE SELF-CLOSING, TIGHT-FITTING SOLID DOORS OF AT LEAST 1 3/8" THICKNESS, AND ARE TO BE A 20 MINUTE FIRE RATED DOOR.
 - ALLOW 30" MIN. CLEARANCE BETWEEN THE RANGE TOP AND COMBUSTIBLE MATERIALS. ALLOW SIDE CLEARANCE PER THE MANUFACTURER SPECS ON THE APPLIANCE.
 - FIREPLACE CHIMNEYS MUST EXTEND 3'-0" MIN. ABOVE ANY ROOF LINE THAT IS WITHIN 10'.

- E. GRADING & SOIL:**
- A GEOTECHNICAL REPORT IS RECOMMENDED BEFORE CONSTRUCTION BEGINS. STRUCTURAL COMPONENTS ARE TO BE DESIGNED DEPENDING ON SOIL TYPE.
 - FINISHED GRADE SHALL BE A MINIMUM OF 6" BELOW THE TOP OF THE STEM WALL.
 - THE FINISH GRADE SHALL SLOPE AWAY FROM ALL FOUNDATION WALLS AT A MINIMUM OF 5% OR 6" WITHIN THE FIRST 10'.
 - ALL EARTH FILL, USED TO CONSTRUCT SUPPORT WALKS, DRIVEWAYS, CONCRETE FLOORS, ETC., MUST BE COMPACTED TO LOCAL MINIMUM PERCENTAGE.

- F. STAIR & RAILING:**
- A 68" MINIMUM FINISHED HEADROOM IS REQUIRED OVER ALL STAIRWAYS.
 - STAIR TREADS TO BE 10" MINIMUM AND RISERS TO BE 7 3/4" MAXIMUM.
 - A MINIMUM 36"x36" LANDING SHALL BE PROVIDED AT THE TOP AND BOTTOM OF STAIRS.
 - HANDRAILS MUST BE INSTALLED ON ALL STAIRS WITH 4 OR MORE RISERS. HANDRAILS SHALL RETURN TO A WALL OR TERMINATE INTO A NEWEL POST OR SAFETY TERMINAL.
 - HAND RAILINGS SHALL NOT BE LESS THAN 34" ABOVE THE NOSE OF TREAD NOR MORE THAN 38" ABOVE THE NOSE OF TREAD WITH A DIAMETER OF NO LESS THAN 1 1/2" AND NO MORE THAN 2".
 - OPEN RAILING SHALL HAVE INTERMITTENT RAILS OR AN ORNAMENTAL PATTERN SPACED SUCH THAT A 4" SPHERICAL OBJECT CANNOT PASS THROUGH.
 - ALL OPEN SIDES OF LANDINGS, STAIRS, BALCONIES, PORCHES, DECKS, UN-ENCLOSED FLOORS WHICH ARE MORE THAN 30" ABOVE THE SURFACE BELOW SHALL BE PROTECTED BY A GUARDRAIL.
 - GUARDRAILS SHALL BE NOT LESS THAN 36" IN HEIGHT.

- G. WINDOWS & EGRESS:**
- BEDROOMS SHALL HAVE AT LEAST ONE OPERABLE WINDOW OR EXTERIOR DOOR APPROVED FOR EMERGENCY ESCAPE OR RESCUE.
 - BEDROOM WINDOWS ARE TO HAVE A MINIMUM OPENING OF 5.7 SQ. FT. THEY MUST HAVE A NET CLEAR OPENING WIDTH OF 20" OR A MINIMUM NET CLEAR OPENING HEIGHT OF 24".
 - BEDROOM OR EGRESS WINDOWS SHALL HAVE A SILL HEIGHT OF NO MORE THAN 44" ABOVE THE FLOOR.
 - WHERE THE SILL HEIGHT IS BELOW GRADE, THE WINDOW SHALL BE PROVIDED WITH A WINDOW WELL.
 - WINDOW WELLS REQUIRED FOR EMERGENCY ESCAPE AND RESCUE SHALL HAVE DIMENSIONS THAT WILL ALLOW THE DOOR OR WINDOW TO BE OPENED FULLY.
 - THE HORIZONTAL DIMENSIONS OF THE WINDOW WELL SHALL PROVIDE A MINIMUM NET CLEAR AREA OF 9 SQ. FT. WITH A MINIMUM HORIZONTAL PROJECTION OF 36".
 - WINDOW WELLS WITH A DEPTH OF 44" OR GREATER SHALL BE EQUIPPED WITH A PERMANENTLY AFFIXED LADDER.
 - WINDOW WELLS ARE TO BE DUG TO A DEPTH BELOW THE WINDOW SILL TO ALLOW 10" OF 1" AGGREGATE GRAVEL TO BE 6" BELOW THE WINDOW SILL.
 - THERE SHALL BE A LANDING OR FLOOR ON EACH SIDE OF EACH EXTERIOR DOOR. EVERY LANDING SHALL HAVE A MINIMUM DIMENSION OF 36".
 - ALL WINDOWS (EXCEPT GARAGE) SHALL BE DOUBLE GLAZED WITH 1/4" MIN. SPACES.
 - WINDOWS THAT ARE LESS THAN 18" FROM THE FLOOR, WITHIN SWINGING RADIUS OF A DOOR, ENCLOSED IN STAIRWAY LANDINGS, IN SHOWER AND TUB ENCLOSURES OR SIMILAR GLAZED OPENINGS SUBJECT TO HUMAN IMPACT SHALL BE TEMPERED GLASS.

- H. ELECTRICAL & MECHANICAL:**
- ALL ELECTRICAL COMPONENTS PLACED BY THE DESIGNER ARE APPROXIMATE. ACTUAL LOCATION OF ALL ELECTRICAL COMPONENTS ARE TO BE PLACED BY A LICENSED ELECTRICIAN.
 - ALL ELECTRICAL COMPONENTS SHALL MEET CURRENT IRC AND NEC CODE REQUIREMENTS.
 - 75% OF LIGHTING TO BE HIGH EFFICACY.
 - ALL RECEPTACLES ON KITCHEN OR LAUNDRY COUNTERS, IN BATHROOMS, OR OUTSIDE NEED TO BE GFCI PROTECTED. OUTSIDE OUTLETS MUST HAVE WATERPROOF BUBBLE COVER PLATES.
 - ELECTRICAL PANELS TO HAVE 30" CLEARANCE MINIMUM WIDTH AND 6" FLOOR TO HEAD ROOM.
 - ALL ELECTRICAL SWITCHES AND RECEPTACLES IN THE GARAGE NEED TO BE A MINIMUM OF 18" OFF OF GARAGE FLOOR.
 - ELECTRICAL OUTLETS SHALL BE SPACED SUCH THAT NO POINT ALONG THE FLOOR LINE OF ANY WALL SPACE IS MORE THAN 6' FROM AN OUTLET.
 - A SWITCH CONTROLLED LIGHT MUST BE PROVIDED AT ALL HALLWAYS AND IN EACH ROOM.
 - A HARD WIRED SMOKE DETECTOR MUST BE INSTALLED IN EACH SLEEPING ROOM, OUTSIDE EACH SEPARATE SLEEPING AREA IN THE IMMEDIATE VICINITY OF THE BEDROOM, AND ON EACH ADDITIONAL STORY OF THE HOME, INCLUDING CRAWL SPACES AND UNINHABITABLE ATTICS.
 - CARBON MONOXIDE ALARMS SHALL ALSO BE INSTALLED ACCORDING TO BUILDING REQUIREMENTS.
 - SMOKE & CARBON MONOXIDE DETECTORS SHALL BE WIRED TOGETHER SO ALARMS SOUND AT THE SAME TIME AND HAVE BATTERY BACKUP.
 - LOCATE ELECTRICAL AND GAS METERS IN AN AREA THAT IS PROTECTED FROM SNOW & ICE.
 - PROVIDE 6" CLEARANCE ON COMBUSTION AIR SIDE OF FURNACE ROOM AND 30" WORKING SPACE IN FRONT OF ALL HEATING CONTROLS. 3" MIN. ON ALL OTHER SIDES.
 - ALL HEATING AND VENTILATING EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE.
 - AT LEAST ONE THERMOSTAT SHALL BE PROVIDED FOR EACH SEPARATE HEATING AND COOLING SYSTEM.
 - FURNACES AND WATER HEATERS SHALL BE INSTALLED SUCH THAT THEY CAN BE REMOVED INDIVIDUALLY WITHOUT REMOVING THE OTHER APPLIANCE.
 - WATER HEATERS SHALL BE ANCHORED OR STRAPPED TO RESIST HORIZONTAL DISPLACEMENT DUE TO EARTHQUAKE MOTION.



TRADITIONAL WALL SECTION
CRAWL SPACE DETAIL
ACTUAL CONSTRUCTION MAY VARY

ACTUAL CONSTRUCTION DETAILS MAY VARY
BECAUSE OF THE NATURE OF THE EXISTING HOME.



BY: MEGAN STEAD

GENERAL NOTES
GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

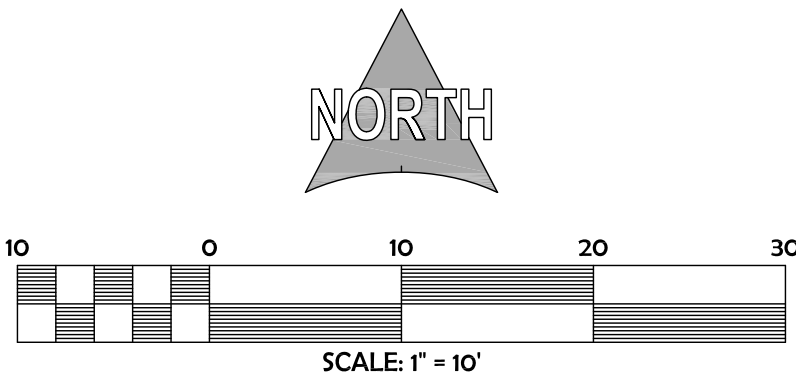
DATE:
June 9, 2022

SHEET

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SHEET 5 OF 6

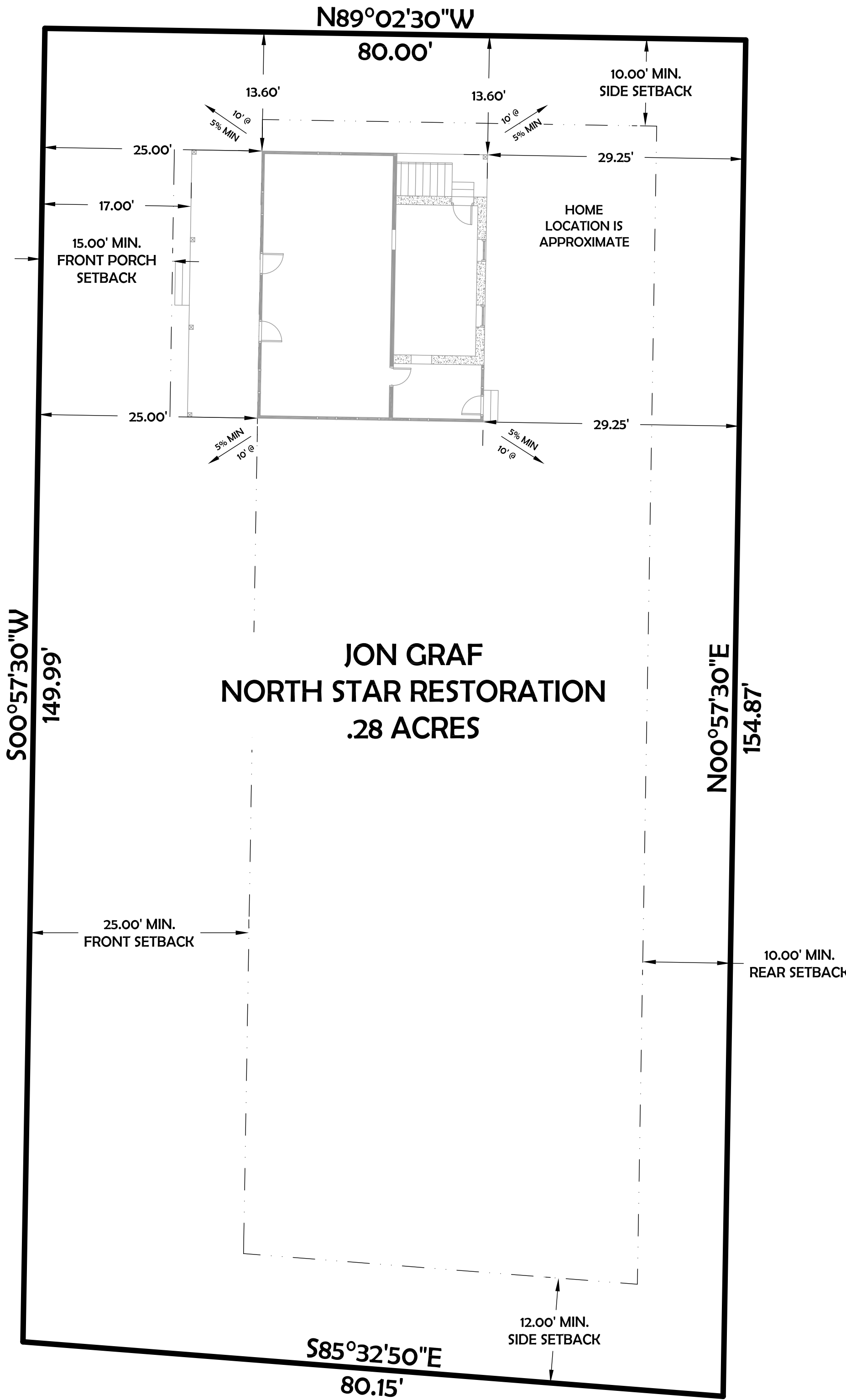
SITE PLAN
GRAF PIONEER HOME
1398 VERNONS ST.
SANTA CLARA, UT 84765



PROPERTY INFORMATION:
APN NUMBER: SC-113-A-1-A
ACC NUMBER: 0096761

LEGEND	
	PROPERTY LINE
	ADJACENT PROPERTY LINE
	MINIMUM SETBACKS

VERNONS ST.



DRAWN BY:
DALLEN PETERSON

SITE PLAN
GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

DATE:
June 23, 2022

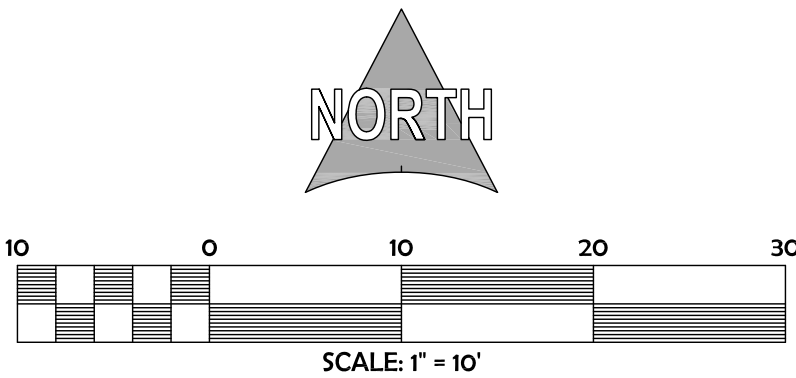
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SHEET

SP

SHEET 6 OF 6

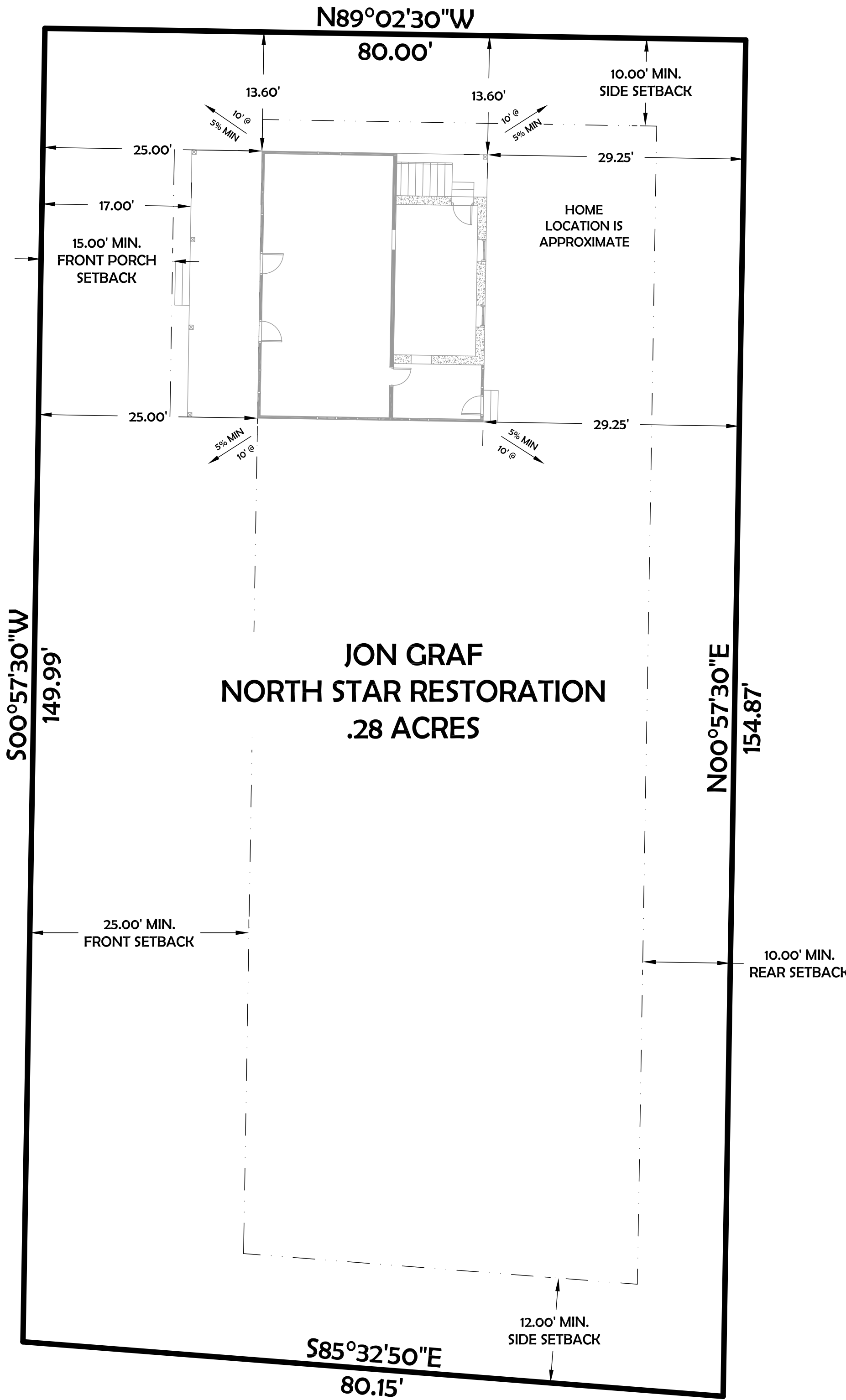
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PROPERTY INFORMATION:
APN NUMBER: SC-113-A-1-A
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	PROPERTY LINE
	ADJACENT PROPERTY LINE
	MINIMUM SETBACKS

VERNONS ST.



DRAWN BY:
DALLEN PETERSON

SITE PLAN
GRAF PIONEER HOME

1398 VERNONS ST.
SANTA CLARA, UT 84765

DATE:
June 23, 2022

SCALE: 1"=10'

SHEET
SP

SHEET 6 OF 6







**SANTA CLARA CITY PLANNING COMMISSION
MEETING MINUTES
2603 Santa Clara Drive
Thursday, June 23, 2022**

Present: Mark Weston, Chair
Ryan Anderson
Logan Blake
Shelly Harris
Mark Hendrickson
Curtis Whitehead

Staff: Jim McNulty, Planning and Economic Development Manager
Cody Mitchell, Building Official
Selena Nez, Executive Assistant
Kristelle Hill, Executive Assistant
Matt Ence, City Attorney (via Zoom)

Excused: James Call

1. Call to Order.

Chair Mark Weston called the meeting to order at 5:30 p.m.

2. Opening Ceremony.

A. Pledge of Allegiance: Ryan Anderson.

B. Opening Comments (Invocation): Curtis Whitehead.

3. Communications and Appearances.

There were no communications or appearances.

4. Working Agenda.

A. Public Meeting.

- i. Consider a New Verizon Wireless Conditional Use Permit Application to Allow Continuation of the Existing Use of the Wireless Communication Facility located off Malaga Drive, as Currently Constructed. The Applicant is Verizon Wireless.**

Planning and Economic Development Manager, Jim McNulty, reported that Verizon Wireless has applied for the continuation of the existing use of the wireless communication facility. This was discussed at the June 9 meeting, which was led by Verizon Wireless, where they reviewed the new

application and the material with the Planning Commission. Prior to that, on May 26, City Attorney, Matt Ence, discussed the matter and the process moving forward. Between the previous meeting and tonight's meeting, notices were sent to all property owners within 300 feet of the subject property, and as a result, the Planning Commission can decide whether to take comments from the public.

Mr. Ence provided each of the Commission Members with information regarding the discussion prior to the meeting. He stated that the Planning Commission has the opportunity to review the information from Verizon Wireless. He reminded the Commission that as this is not a public hearing, public comments are at the discretion of the Commission and are not a legal requirement. The application was not to expand the use of the facility but to continue the existing use. That use was currently continuing under a court order that allows Verizon to continue using the facility while this application is pending. The direction needed from the Planning Commission was whether to move forward to a final decision, which would be made at the next meeting.

Verizon Wireless Representative, Melissa Reagan reported that at the previous Planning Commission meeting, the Commission requested additional information, which was submitted this past week to the City. Ms. Reagan presented slides of maps that showed the areas of coverage based on two locations. One is the 51-foot tower at the current location on Charbonne Drive and the other is a potential new facility at Dixie Sunset Drive Plaza. She compared the coverage with both sites and with only one or the other and indicated that both sites cover separate areas. Eliminating the Charbonne Drive facility will eliminate service to many residents.

When Verizon Wireless originally submitted the application in 2016, they requested a 100-foot tower. The final slide indicated the coverage that would have been provided if Charbonne Drive had been built at 100 feet. Commissioner Blake appreciated being able to see the coverage with the additional tower.

Ms. Reagan stated that during the previous meeting there was a discussion about the minutes of usage and that it had gone up significantly in Santa Clara and surrounding areas. There was a question in the previous meeting about a propagation map that showed the difference between on-air and off-air coverage, which is included in the packet the Commissioners received on page 16 for reference. A question was raised regarding whether the Dixie Sunset location was operational. Ms. Reagan confirmed that it was not. The estimated time frame was six to 18 months.

Mr. Ence suggested that if the Planning Commission was ready to move forward, the matter should be included on the next meeting agenda for a final decision. That would give the City time to prepare the written findings. Mr. McNulty stated that the next Planning Commission Meeting is scheduled for July 14.

Commissioner Harris moved to MOVE FORWARD with a final decision for the Verizon Wireless Conditional Use Permit Application at the next Planning Commission Meeting scheduled for July 14, 2022. Commissioner Hendrickson seconded the motion. Vote on motion: Commissioner Anderson-Abstained, Commissioner Blake-Aye, Commissioner Harris-Aye, Commissioner Hendrickson-Aye, Commissioner Whitehead-Aye, Chair Weston-Aye. The motion passed unanimously with one abstention.

5. Discussion Items.

A. 2022 Land Use Legislative Update.

Mr. McNulty reported that he reached out to Utah State Ombudsman, Jordan Cullimore, to request the slides promised from the meeting. None of the Commissioners had received the slides. Mr. McNulty reported that he received them right before this meeting and agreed to forward them to the Planning Commissioners.

Mr. McNulty explained that the presentation at that meeting was specific to water and land use topics. There was a list of bills, one of which was House Bill 168. The Water Rights Amendment was discussed and was the first priority for electricity generation. Lake Powell comes right to the top. An initiative was approved to take water from Flaming Gorge and pipe it to Lake Powell to increase the lake level by 15 feet. They do not want to lose the opportunity to generate hydroelectric energy because there are three to five million customers who depend on that electricity. The lake is within 10 to 12 feet of the level where they would have to shut it down, so the bill was passed.

The next was Senate Bill 110, which is Water Use and Preservation as part of the General Plan. It applies to cities with 10,000+ residents. It must be in place by December 21, 2025. Santa Clara has the new Water Efficient and Conservation Ordinance and while the City is not at those numbers yet, there is a lot of growth happening. The question was raised regarding whether the new ordinance would suffice for the Master Plan or if there was more that needed to happen. Mr. McNulty stated that it would need to go through the process of the public hearing with an amendment to the General Plan. He needed to discuss it further with the Mayor and City Council, and with legal counsel but it is something that should be done sooner than later, even though they have until 2025.

House Bill 118 pertained to wetland amendments. House Bill 177 is a Water Well Amendment that specifies that shallow wells of 30 feet or less will no longer require permits. That will save a lot of time as it is a lengthy process to get a well permit. The groundwater is at 10 feet in the heights and many people are constantly pumping water out of their basements. He commented that this might be a good option.

House Bill 22 is the Open and Public Meeting Act modifications. It addresses what constitutes a quorum, no proxy voting, electronic voting, roll-call votes, and when people are attending meetings virtually there needs to be a roll-call vote. Mr. McNulty said that he would discuss this further with Mr. Ence to ensure that they do things correctly.

Senate Bill 184 addressed Recording Amendments. It requires the County Recorder to accept electronic recordings of plats beginning on or before January 1, 2023. The question was raised regarding the signatures and if they would be electronic as well. It seemed that in the conversation it would simplify the process of getting all the signatures on the mylar. Everything seemed to be moving toward electronic documents and this sounded like it would be a much smoother process.

The owner's dedication and acknowledgment signatures came up and discussion ensued as to how that would work.

House Bill 303 involved Land Use Amendments. There were many changes to annexation law. Mr. McNulty stated that he would send the presentation for informational purposes. The Zoning Text Amendment needs to include the summary of changes, which Santa Clara already has been doing. There are amendments to public improvements, reference of a recorded plat, and condominium act changes. Santa Clara does not do a lot of condominium plats but there are some changes with them. There was discussion about the Moderate-Income Housing Plan. The state has created a position to help communities. It used to be due every other year but last year it was changed to a yearly reporting. It will be due in November of each year. Housing affordability is a huge issue state-wide, so the state has put mandates in place such as Internal Accessory Dwelling Units ("IADU") being allowed in all residential zones as a permitted use, and a Detached ADU can be done as a conditional or permitted use, depending on the municipality.

House Bill 232, Utah Lake Authority, was discussed, which Santa Clara does not have to worry about as it is in Utah County. House Bill 240, Utah Lake Amendments was also discussed. Utah Housing Affordability is House Bill 462 and addresses the moderate-income housing plan changes and the review of the Utah League of Cities and Towns to implement it. It refers to Senate Bill 34 from 2019 which put all this in place. Communities in Northern Utah with large populations with access to commuter rail have to do Stationary Planning for moderate-income housing so that people can walk to rail stations instead of having to own a car. It is not something that Santa Clara needs to worry about at this point but the information was valuable. House Bill 357 pertains to Eminent Domain Amendments. House Bill 409 is the Recreation Infrastructure Amendment.

Mr. McNulty reported that the previous day, the Mayor, Public Works Director Dustin Mouritsen, and City Manager Brock Jacobsen attended a meeting with the Washington County Water Conservancy District ("WCWCD") regarding Will-Serve Letters. They have not issued any Will-Serve Letters and will begin issuing them in January. Mr. McNulty recalled said that the WCWCD will be putting requirements in place for a preliminary plat versus a final plat, so if a developer comes in and wants to take 50 lots and record a plat, once the plat is recorded, there will be a monthly reservation fee for the lots. It will be in the developer's best interest to begin with Building Permits sooner than later. The City may begin seeing smaller phases of subdivision development of 10 to 20 lots in the future. As a result, he will be working with the City Attorney to update the Title 16 of the Subdivision Ordinance in the next few months.

Commissioner Blake asked for clarification on the monthly Reservation Fee. After a home is built, the fee transfers to the new owners and continues as the monthly water bill. Building Official, Cody Mitchell, stated that if an old house was removed from a parcel and the land remains vacant, the water reservation will remain valid for 10 years, however, the user fee must be paid monthly. This information was received the previous day and the City was working to understand it all and will move forward with changes so that the Subdivision Ordinance complies with all of the area water standards.

6. **Approval of Minutes.**

A. **Request Approval of the Regular Meeting Minutes – June 9, 2022.**

Commissioner Blake reported that many comments in the minutes were attributed to him but he did not make them all. The Commissioners reviewed the minutes and made the necessary changes.

Commissioner Blake moved to APPROVE the minutes of the June 9, 2022, Planning Commission Regular Meeting as modified. Commissioner Harris seconded the motion. The motion passed with the unanimous consent of the Commission.

7. **Adjournment**

The Planning Commission Meeting adjourned at 6:15 p.m.

Jim McNulty
Planning and Economic Development Manager

Approved: _____