NOTICE AND AGENDA
SANTA CLARA CITY COUNCIL MEETING
Wednesday, September 28, 2022
Time: 5:00 p.m.

AGENDA

Public Notice is hereby given that the Santa Clara City Council will hold a Regular Meeting in the City Council Chambers, located at 2603 Santa Clara Drive, Santa Clara, Utah on Wednesday September 28, 2022 commencing at 5:00 PM. The meeting will be broadcast via You Tube linked on our website at https://sccity.org/meetings.

1. **Call to Order:**

2. **Opening Ceremony:**
   - Pledge of Allegiance: Leina Mathis
   - Opening Comments: Sharon Shores

3. **Conflicts and Disclosures:**

4. **Working Agenda:**

   A. Public Hearing(s) 5:00 p.m.

   B. Consent Agenda:
   1. Approval of Claims and Minutes
      - Sept. 14, 2022 Regular City Council Mtg. Minutes
      - Claims through Sept. 28, 2022

   2. Calendar of Events
      - Oct. 12, 2022 Regular City Council Meeting
      - Oct. 19, 2022 City Council Work Meeting
      - Oct. 26, 2022 Regular City Council Meeting

   C. General Business:

1. Fire Dept. Pinning of Badges. Andrew Parker, Fire Chief.

2. Discussion and possible action to add Selena Nez, Deputy Recorder to the Bank Signature Card. Presented by Brock Jacobsen, City Manager.

3. Discussion and possible action on a proposed Code Amendment to the Santa Clara Zoning Ordinance, Section 17.63, R-1-6 Single Family Zone. City of Santa Clara, Applicant and approve Ordinance 2022-21. Presented by Jim McNulty, City Planner.

4. Discussion and possible action regarding the Zone Change, Project Plan, & Development Agreement for the Silverado Project and approval of Ordinance 2022-17. Presented by Jim McNulty, City Planner.

5. **Reports:**

a. Mayor / Council Reports

6. **Executive Session**

7. **Adjournment**

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodation during this meeting should notify the city no later than 24 hours in advance of the meeting by calling 435-673-6712. In accordance with State Statute and Council Policy, one or more Council Members may be connected via speakerphone or may by two-thirds vote to go into a closed meeting.

Zoom Meeting Participants: Participants on the Zoom call are limited to City Staff, Council Members, and applicants on the agenda. Email calendar invitations will be sent out in advance of the meeting. Instructions for each meeting will include the meeting ID, and password to join. When joining the meeting your screen name must show your full name. Each applicant will be accepted into the meeting when their item is up for discussion. Please contact Chris Shelley at (435)673-6712 Ext. 203 with any questions regarding public meetings. .

The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Santa Clara City limits on this 22nd day of September 2022 at Santa Clara City Hall, on the City Hall Notice Board, at the Santa Clara Post Office, on the Utah State Public Notice Website, and on the City Website at http://www.sccity.org. The 2021 meeting schedule was also provided to the Spectrum on January 12, 2022

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Chris Shelley – City Recorder

SANTA CLARA CITY COUNCIL MEETING
WEDNESDAY, SEPTEMBER 14, 2022
MINUTES

THE CITY COUNCIL FOR THE CITY OF SANTA CLARA, WASHINGTON COUNTY, UTAH, met for a Regular Meeting on Wednesday, September 14, 2022 at 5:00 p.m. in the City Council Chambers of the Town Hall at 2603 Santa Clara Drive, Santa Clara, Utah. Notice of the time, place and agenda of the meeting was provided to the Spectrum and to each member of the governing body by emailing a copy of the Notice and Agenda to the Spectrum and also, along with any packet information, to the mayor and each council member, at least two days before the meeting. The meeting will be broadcast via You Tube linked on our website at https://sccity.org/meetings.

Present:	Mayor Rick Rosenberg
Council Members:	Jarett Waite, Ben Shakespeare, Christa Hinton, Leina Mathis and Denny Drake
City Manager:	Brock Jacobsen
City Recorder:	Chris Shelley

Others Present: Dustin Mouritsen, Public Works Director; Ryan VonCannon, Parks & Trails Deputy Director; Gary Hall, Power Director; Andrew Parker, Fire Chief; Matt Ence, City Attorney; Cody Mitchell, Building Official; Liz Dunn, WCYC; Pamela Holiday, WCYC; Star Chavarria, WCYC; Kelci Vandenberghe, WCYC

1. **Call to Order**:

   - Mayor Rosenberg called the meeting to order at 5:00 p.m. He welcomed everyone and introduced the City Council Members.

2. **Opening Ceremony:**

   - Pledge of Allegiance: Ben Shakespeare
   - Opening Comments: Mary Robinson, Intermountain Faith

3. **Conflicts and Disclosures:**

   - Mayor Rosenberg stated that concerning Item C2, his firm, Rosenberg Associates, did the survey for that lot combination
   - Ben Shakespeare stated that he is related through marriage to the applicant involved with Item C2.

4. **Working Agenda:**

   A. Public Hearing(s): None.

   B. Consent Agenda:

1. Approval of Claims and Minutes
   - Aug. 24, 2022 Regular City Council Meeting Minutes
   - Sept. 7, 2022 City Council Work Meeting Minutes
   - Claims through Sept. 14, 2022

2. Calendar of Events
   - Sept. 22-24, 2022 Swiss Days Events
   - Sept. 28, 2022 Regular City Council Meeting
   - Oct. 5, 2022 Santa Clara City Work Meeting Cancelled
   - Oct. 5-7, 2022 League of Cities & Towns
   - Oct. 12, 2022 Santa Clara City Council Regular Meeting
   - Oct. 26, 2022 Santa Clara City Council Regular Meeting

3. Cancel the Oct. 5, 2022 Work Meeting due to League of Cities & Towns

4. Approval of Ordinance 2022-20. This item was approved on Aug. 10, 2022, but the Ordinance was missed.

Motion to Approve the Consent Agenda.
Motion by Denny Drake, seconded by Jarett Waite.
Voting Aye: Leina Mathis, Jarett Waite, Denny Drake, Christa Hinton and Ben Shakespeare.
Voting Nay: None.
Motion Carried.

C. General Business:

1. Discussion and possible action on a Proclamation to declare the 2022-2023 school year as an Alcohol-Free School Year. Presented by Pamela Holiday, Washington Co. Youth Coalition (WCYC).

   - Pamela Holiday read the proclamation to the Council. "Whereas the Washington County Prevention Coalition and the Washington County Youth Coalition have designated the upcoming school year as an Alcohol-Free Year for Youth sponsored by REACH4HOPE and Southwest Prevention, a school year to set clear rules and expectations about NO underage drinking; Whereas, alcohol used by those under the age of 21 negatively affects their health and safety, and thus the safety and well-being of all those living and working in the communities of Washington County; and whereas, teens who use alcohol often progress to additive behavior later in life, are at a much higher risk for developing mental illnesses as adults; and whereas, addictive behaviors and mental illnesses also greatly increase the risk of suicide; and whereas, underage drinking is a major public health problem that negatively impacts the brain development of our young people, causing a higher probability of early alcohol addiction, alcohol-related traffic accidents, and brain impairment; and whereas, under the law it is illegal for a minor to purchase, possess, or consume any alcoholic beverage, and it is illegal and punishable for anyone to sell, offer to sell, or furnish alcohol to a minor; and whereas, the Mayors of St. George City, Washington City, Hurricane City, Hildale City, Ivins City and Santa Clara City, in addition to the Commissioners of Washington County and the State of Utah are

committed to the development of a major statewide public information campaign with the overall objections of changing social norms regarding depression, suicide ideation, underage drinking, and risky behaviors; and whereas, we commend the overwhelming majority of our young people who are drug and alcohol free and we desire all of youth to be drug and alcohol free so as to develop in a healthy society, and Now, therefore, we, as Mayors and Commissioners hereby proclaim and support and offer an invitation to the entire community to help encourage family bonding and reduce underage drinking in order to improve the health and safety of all youth and adults in Washington County. We invite all members of our community, including individuals, families, governments, schools, religious and civic organizations to participate in and sponsor activities that will heighten awareness regarding the dangers of underage drinking to young people's health and safety, and will strengthen their ability and desire to refuse to drink alcohol; and whereas, we declare the 2022-2023 school year as an Alcohol-Free School Year for Youth to bring awareness to risky behaviors and underage drinking and promote the bringing of families together. Proclaimed this 1st Day of September 2022."

A statement was then read: "We the Washington County Youth Coalition would like to thank the City of Santa Clara for their support and commitment to this proclamation. Your support for this proclamation comes at a time in which protecting Utah youth is meaningful. We would like to acknowledge that your involvement is refreshing and reassuring. On July 26, the Utah Department of Alcoholic Beverage Services Commission changed a rule that threatened the safety and well-being of our State's youth. We are concerned that by allowing alcohol mini bottles for distribution in the State of Utah, our peers at risk for easy access and availability will increase. Further, this availability will increase the ability for our peers to conceal for underage alcohol use. This is concerning as 2021Sharp's data showed 4.3% of the Utah youth Grades 6-12 reported using alcohol within the last 30 days. This is approximately over 3,000 youth. And of that 4.3%, over half reported binge drinking, which is defined as 5 or more drinks in a row. With the availability of mini bottles this can greatly increase risk and harm to youth and those around them. Lastly, this change increases harm to the environment we call home. Most alcohol mini bottles are not recyclable and historically their littering issues have been a problem to the public health and environment for communities all over the Nation. Tourists come and go but Utah is our home and the home to many Utah youth and the potential harmful consequences of this rule change will not affect those tourists. It will affect us, the youth. Therefore, we highly recommend and give gratitude to the City of Santa Clara for their support and commitment to protect the health and safety of Washington County youth."

- Mayor Rosenberg said he appreciates what the coalition does and thanked them for being here tonight.

Motion to Approve a Proclamation to declare the 2022-2023 school year as an Alcohol-Free School Year.
Motion by Jarett Waite, seconded by Christa Hinton.
Voting Aye: Leina Mathis, Jarett Waite, Denny Drake, Christa Hinton and Ben Shakespeare.
Voting Nay: None.
Motion Carried.

2. Discussion and possible action on a proposed Partial Plat Amendment for Somerset

Estates Subdivision to combine Lots 2 and 3 into one lot located at 3096 Somerset Lane. Scott & Robyn Parry, applicants. Presented by Jim McNulty, City Planner.

- Cody Mitchell, Building Official, reported that the application is brought to us by Scott and Robyn Parry. They are requesting to amend the Somerset Estates Subdivision Lots 2 and 3. Lot 2 is just over .5 acres as well as Lot 3. Combined they are 1.08 acres. The existing home resides on Lot 2. The amendment is derived by the owners' requesting to build a detached garage on the property. The subject property is in the RA Single-family Zone. Chapter 17.20.150 of the City Code does not allow accessory buildings to be constructed upon a lot until there is a permit issued for the primary building. There is no mitigation. The neighborhood response has been non-existing. Notice was sent out to the neighbors, and nothing has been brought to our attention. In reviewing, the Building Department has the standard soils recommendation for structures. There was nothing from the Power Department and Parks, Fire and Police were good. The Public Works Department recommended that the existing utility easement be abandoned or relocated as needed and that a final Mylar with signature blocks is required. The Planning Commission held a public meeting on Aug. 25, 2022 and forwarded a recommendation of approval to the City Council. City Staff recommends that the City Council approve the Partial Plat Amendment subject to the following conditions:
1. The applicant to be required to comply with the recommendations from the City Reviewing Departments that the owners' dedication acknowledgment be signed prior to the final plat recordation and that the applicant be required to record the amended subdivision plat and provide an electronic copy to City Staff.
- Mayor Rosenberg said there is a proposed future roadway along the back line of the subdivision (Camas Lane). Is there a provision for a setback from the rear property line that would eventually front Camas Lane? It will be a double fronted lot when Camas Lane is extended.
- Jarett Waite said that Google Map shows a paved road behind it.
- Mayor Rosenberg said then there is a road there now.
- Brock Jacobsen, City Manager, said there has been asphalted and put in but there is still a portion that would probably need to be put in on the west side.
- Mayor Rosenberg asked if they are wanting to build within that setback on Camas Lane.
- Cody Mitchell said the initial proposal is for a detached garage on the south boundary on Lot 3. They are looking for a 3 ft setback. It was brought to their attention that there is a 7.5 ft utility easement, so they have to move it. They talked about doing an extensive sized swimming pool on the remainder and possibly a guest home out front. We haven't seen anything for the back at this time.
- Ben Shakespeare said he thinks it is a pickle ball court and that is not something they have to get a permit for. He thinks they already have a pickle ball court up against that wall.
- Brock Jacobsen said that it is a basketball court/pickle ball court combination toward the east part of the lot.
- Mayor Rosenberg said he doesn't know if it is an issue or not, but that roadway is going to be there, and it will be a double fronted lot condition. He suggested adding a condition that no access be allowed to Camas Lane so there isn't a double fronted access.

Motion to Approve a proposed Partial Plat Amendment for Somerset Estates Subdivision to

combine Lots 2 and 3 into one lot located at 3096 Somerset Lane with the addition stated by Mayor Rosenberg that no access be allowed from the new Lot 2 to Camas Lane, and the recommendations from the Planning Commission and the Staff. Scott & Robyn Parry, applicants. Motion by Denny Drake, seconded by Ben Shakespeare.

- Leina Mathis asked if the recommendation includes the relocation or abandonment of the easement.
- Mayor Rosenberg said that was part of the motion.

Voting Aye: Jarett Waite, Leina Mathis, Ben Shakespeare, Christa Hinton and Denny Drake.
Voting Nay: None.
Motion Carried.

3. Discussion and possible action on a proposed Code Amendment to the Santa Clara City Zoning Ordinance, Section 17.63, R-1-6 Single Family Zone. City of Santa Clara, applicant and approve Ordinance 2022-21. Presented by Jim McNulty, City Planner. (Table)

- Mayor Rosenberg asked if this item has been tabled.
- Brock Jacobsen said yes.
- Mayor Rosenberg asked for a motion to table this item, Item 3.

Motion to Table a proposed Code Amendment to the Santa Clara City Zoning Ordinance, Section 17.63, R-1-6 Single Family Zone. City of Santa Clara, applicant and approve Ordinance 2022-21. Motion by Leina Mathis, seconded by Christa Hinton.
Voting Aye: Denny Drake, Jarett Waite, Ben Shakespeare, Christa Hinton and Leina Mathis.
Voting Nay: None.
Motion Carried.

4. Discussion and possible action on a proposed Code Amendment to the Santa Clara City Zoning Ordinance, Section 17.74, Historic District/Mixed Use Zone, this includes a general clean up and updating of Ordinance. City of Santa Clara, applicant and approve Ordinance 2022-22. Presented by Jim McNulty, City Planner.

- Cody Mitchell reported that City staff has been working on needed revisions to Chapter 17.74. This includes an update of the chapter allowing for language that's clear and concise. Staff had an opportunity to discuss with the City Council on July 6, 2022, during a Council work meeting. This item was also discussed with the Planning Commission on August 11, 2022 (discussion item), and August 25, 2022 the Planning Commission held a public hearing prior to making a recommendation on this item. As a result, the Planning Commission forwarded a recommendation of approval to the City Council.
Utah State Code, Section 10-9a-205 includes requirements for land use ordinance amendments. To amend an ordinance, a city Planning Commission must hold at least one public hearing. Additionally, a public hearing to consider an ordinance amendment requires a 10-day notice which requires the date, time, and place of the public hearing. Planning staff has determined that all State Code requirements have been met with this application. He said that the modifications relieve the Heritage Commission from tasks deemed to be outside of their scope. It updates the terminology and modernizes expired

language. He said that the first major change is in 17.74.120: ZONE CHANGE PROCEDURE, which eliminates the Heritage Commission to make decisions and recommendations on zone change applications. This change is in line with the Utah State Code. The next change is in 17.74.130: SITE PLAN REVIEW, and the change in the language is eliminating "disk" to "electronic copy". In 17.74.050D5 replaces "zoning administrator" and replaces the title with "planning manager". This is just an overall cleanup of this section. He said that City Staff recommends that the City Council approve this amendment to Chapter 17.74 Historic District/Mixed Use Zone.

Motion to Approve a proposed Code Amendment to the Santa Clara City Zoning Ordinance, Section 17.74, Historic District/Mixed Use Zone, this includes a general clean up and updating of Ordinance. City of Santa Clara, applicant and approve Ordinance 2022-22.
Motion by Leina Mathis, seconded by Jarett Waite.
Voting Aye: Leina Mathis, Denny Drake, Christa Hinton, Ben Shakespeare and Jarett Waite.
Voting Nay: None.
Motion Carried.

5. Discussion and possible action on a proposed Code Amendment to the Santa Clara City Zoning Ordinance, Section 17.76, Historic District/Overlay Zone. This includes general clean up and updating of Ordinance. City of Santa Clara, applicant and approve Ordinance 2022-23. Presented by Jim McNulty, City Planner.

   - Cody Mitchell said this is much the same as the last item. This is a cleanup of the Ordinance. He reported that City staff has been working on needed revisions to Chapter 17.76. This includes an update of the chapter allowing for language that's clear and concise. Staff had an opportunity to discuss with the City Council on July 6, 2022, during a Council work meeting. This item was discussed with the Planning Commission on August 11, 2022 (discussion item), and August 25, 2022 in a public hearing. As a result, the Planning Commission forwarded a recommendation of approval to the Council. He said that in section 17.76.050: HERITAGE COMMISSION there is a duplication of the language from what was recently adopted for the Planning Commission would apply to the Heritage Commission where the terms would rotate every year so the Chair would rotate every year moving the Vice Chair up. That is the major change in this section. He said that City Staff recommends the City Council approves the Code Amendment to Chapter 17.76 Historic District/Overlay Zone.

Motion to Approve a proposed Code Amendment to the Santa Clara City Zoning Ordinance, Section 17.76, Historic District/Overlay Zone. This includes general clean up and updating of Ordinance. City of Santa Clara, applicant and approve Ordinance 2022-23.
Motion by Ben Shakespeare, seconded by Leina Mathis.
Voting Aye: Leina Mathis, Jarett Waite, Denny Drake, Christa Hinton and Ben Shakespeare.
Voting Nay: None.
Motion Carried.

6. Discussion and possible action regarding an Ambulance Lease Agreement between Washington County and Santa Clara/Ivins Fire.

- Brock Jacobsen said that this is an ambulance that Washington County purchased with CARES Act funds in 2020 or 2021 for local municipalities who are transporting agencies with their EMS.
- Matt Ence, City Attorney, said this a fairly straightforward lease. The initial term is for a 5-year term. The initial term terminates on June 30, 2027 but if neither party terminates it, it automatically renews for 1-year terms after the initial 5 years. The parties can also terminate the lease at any time with the required notice being given. The lease payment is a nominal $1 per year except for the costs required to maintain and operate the ambulance are in addition to that. Our responsibility also is to maintain insurance.
- Andrew Parker, Fire Chief, said he looked through the agreement. This is basically for 9-1-1 use so no interfacility transports. We wouldn't necessarily get revenue off of it. This stays in the County and runs 9-1-1 calls. They can call it back for use at their needs. If there was a large incident, we would probably be there anyway. These are the variables with the lease. He said he feels that this agreement is fantastic.
- Leina Mathis asked if Ivins got an ambulance too.
- Chief Parker said this would be for both cities. The ambulance we own is stationed in Ivins.

Motion to Approve action regarding an Ambulance Lease Agreement between Washington County and Santa Clara/Ivins Fire as presented.
Motion by Christa Hinton, seconded by Jarett Waite.

- Christa Hinton said the lease is between Santa Clara City and not Santa Clara/Ivins Fire.
- Mayor Rosenberg said yes, it would be Santa Clara City. It says Santa Clara/Ivins Fire on the agenda.

Amended Motion to Approve action regarding an Ambulance Lease Agreement between Washington County and Santa Clara City as presented.
Motion by Christa Hinton, seconded by Jarett Waite.
Voting Aye: Denny Drake, Jarett Waite, Ben Shakespeare, Christa Hinton and Leina Mathis.
Voting Nay: None.
Motion Carried.

7. CFPP (Carbon Free Power Project) update. Presented by Gary Hall, Power Director.

- Gary Hall said he wanted to go over the talking points with the Council. They are having a meeting next week. There is a CFPP retreat on Monday and Tuesday as part of the UAMPS meeting. He said he might get some more updated information from that. He gave the Talking Points Regarding Grant County PUD and X-energy. Grant County PUD has informed UAMPS staff that it will be pursuing the development of XEnergy technology within Grant County. With this decision, Grant will not participate in the UAMPS Carbon Free Power Project. While disappointing, UAMPS does not believe this decision, by Grant, will negatively impact the development of CFPP. We are pleased to see other utilities pursue other advanced nuclear energy technologies as a dispatchable resource to integrate wind, sun and hydro into an affordable, reliable, carbon-free system. UAMPS is confident in the NuScale Power design choice as being the right one for UAMPS member utilities and their customers. The CFPP is much further along in the

plant development process than other advanced nuclear technologies as NuScale Power has received its Design Certification approval by the U.S. Nuclear Regulatory Commission and the CFPP's completion of site characterization work for the CFPP at the Idaho National Laboratory site. While securing additional subscription in the CFPP continues to be challenging, UAMPS continues to work with other interested utilities and believes the project's development work, as well as the enactment of the Inflation Reduction Act, has created a very strong foundation for a successful project. He stated that the Nuclear Regulatory Commission (NCR) recently announced it will issue the final rule that provides a Design Certification for NuScale's technology. This is a key milestone for NuScale and further formalizes the NRC's endorsement of the technology. By the end of the year, they are supposed to have the site plan sent off for the design standard. They are moving along with it. The biggest hang-up is trying to get enough subscriptions.

- Denny Drake asked if they have talked about a completion date yet.
- Gary Hall said yes, it is still 2029 when the first unit will be completed. The others will be completed in 2030.
- Mayor Rosenberg said that at the UAMPS Conference, he came away from that thinking this was going to be a great investment for the City. It is disappointing to see someone fall out. He asked if any of the other member cities have picked up any additional.
- Gary Hall said not that he is aware of but some of the other cities are looking to get back in it. He said he is hopeful they are.
- Leina Mathis said that if they don't make the subscription number it could potentially change the pricing. Is that correct.
- Gary Hall said either that or the plant might not go through. He said he can't imagine it not with the backing they have through the Energy Commission as well as the Nuclear Regulatory Commission. They are doing a lot of backing to get this thing going. They realize it is necessary. He stated that Japan Bank for International Cooperation is a NuScale investor, and the Czech Republic Utility Conglomerate is looking at NuScale product as well as Romania. There is a lot of interest in this NuScale technology. He said he is pretty positive it will go through.
- Ben Shakespeare said the Inflation Reduction Act was noted in there. He asked about the specifics.
- Gary Hall it could be more Federal money for greenhouse projects or infrastructure.
- Ben Shakespeare said the other group pulled out because of transmission difficulties and costs. He asked if we have transmission all the way to or close to this facility.
- Gary Hall said he believes so.
- Denny Drake said we lost some hydroelectric in that same area that had transmission lines coming this way. He said he suspects there are some spaces for it.
- Mayor Rosenberg said the future plants that are built after this initial plant will be tucked right next to where the coal fired plants are. All the investments are already made there.
- Jarett Waite talked about the Inflation Reduction Act and there are production tax credits provided for nuclear. They start in 2024 and end in 2032 so we might get a couple of years of those once the plant is built. He asked if there has been discussion on selling the extra energy on the open market.
- Gary Hall said they probably could but they would like to have the subscriptions and

have something firm.
- Leina Mathis asked if there was a subscription deadline.
- Gary Hall said he doesn't know what the deadline is. They don't need 100% subscription; they just need a certain percentage to make it go. There will still be some open subscriptions up to start date. He also gave un update on the City generators. All four are running great. Last week power prices were extremely high. In one day, in the peak hours, we saved about $60,000 in one day by running the generators. He said he will get some final numbers for the Council through the summer.

5. Reports:

A. Mayor / Council Reports

Ben Shakespeare:
- He asked about the double-sided lots. He asked if this gets addressed on the plat. He said we will see this issue again.
- Mayor Rosenberg explained how that would work. If we know about it early enough, we can have the condition of no access. He said he would be good with that.
- Ben Shakespeare said he went to a Flood Control Authority meeting. We are reviewing annual budgets and there are a lot of projects. Over the next couple of months, we will approve the budget for 2023.

Leina Mathis:
- Everything we discussed at LPC, we will hear about at Leagues of Cities and Towns.
- She reminded the Council that Saturday is the Constitution Program across from Town Hall at 1:30 to 2:00 p.m. She thanked Ryan VonCannon for his help.

Jarett Waite:
- He attended a CEC meeting yesterday. There is a new manager, Shawn Denevin, who also runs the radio station at the University. He is working on revamping a lot of things at the station. One of the main things is rebranding. He had a logo for Utah Tech TV. He said the city officials at the meeting were unsure of that name. The other idea that was floated around was WAUT (Washington County Utah TV). He is working on this as well as archiving things.
- He attended the BMX State race last weekend. They had 70 motos (70 individual classifications of racers). It went off really well and we got lots of good feedback. Parks did a great job keeping up with things. He said you have to earn that race and that race has been held at a track up north for 20 years and we had more points this year. This is the first time it has been out of the Salt Lake area. This is a big deal for our County.
- He asked about food handler permits for Swiss Days.

Denny Drake:
- He talked about Wreaths Across America. Ryan VonCannon has been spearheading this with a committee. The wreaths are paid for. They requested the same MC for the program that we had last year (Ben Shakespeare). The date for the program is Dec. 17, 2022.

Christa Hinton:

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- Nothing to report.

Mayor Rosenberg:
- He said that the Mayors met with the Water District again and discussed the regional reuse system. He said he will bring Zach Renstrom to a Work Meeting as we talk about our Water Ordinance here. There are some concerns that he has.

Brock Jacobsen
- He reminded the Council that the Work Meeting has been cancelled for Oct. 5 so there isn't a Work Meeting in October. He asked if we want to add a Work Meeting in October. We could have it on Oct. 19 and we could try to have Zach Renstrom come to that meeting. He asked the Council if that date would work.
- All Council members stated they were good with that date.
- Brock Jacobsen said he will be out of town. He said he will also be out of town next Tuesday and Wednesday at UAMPS.
- We need to do food handlers permits for Swiss Days for the Council. He will send a link to the Council. There is a small fee so bring in the receipt for a reimbursement.

Ryan VonCannon
- He talked about the meeting for Wreaths Across America. He said he received an email from Wreaths Across America that stated that due to a very generous donation from the Hurricane Valley Support Foundation, they sponsored 376 wreaths for Santa Clara City Cemetery. That will take care of them for the majority of next year also. Any donations that we receive from this point forward will go as a credit toward next year.

6. **Executive Session**: **None.**

7. **Adjournment:**

Motion to adjourn by Jarett Waite.
Seconded by Leina Mathis with all members present voting aye.
Meeting Adjourned at 5:57 p.m.

_____ Date Approved: _____
Chris Shelley – City Recorder

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City of Santa Clara
Check Register
Checking 1889 - 09/14/2022 to 09/14/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
BUSINESS SOLUTIONS GROUP	70000	16064	09/13/2022	09/14/2022	296.00	BUSINESS LIC FORM & ENVELOPES	104130-240 - OFFICE SUPPLIES
					$296.00		
CITY OF ST GEORGE - UTILITIE	70001	90922-SC LINE	09/09/2022	09/14/2022	7,502.62	SNOW CANYON LINE AUG 2022	515110-275 - SNOW CANYON OP
CITY OF ST GEORGE - UTILITIE	70001	90922-WELL 6	09/09/2022	09/14/2022	6,512.95	SNOW CANYON WELL #6 AUG 2022	515110-271 - WELLS UTILITY COS
CITY OF ST GEORGE - UTILITIE	70001	90922-WELL 7	09/09/2022	09/14/2022	4,980.74	SNOW CANYON WELL #7 AUG 2022	515110-271 - WELLS UTILITY COS
CITY OF ST GEORGE - UTILITIE	70001	90922-WTR TAN	09/09/2022	09/14/2022	26,339.52	WATER TANK AUG 2022	515110-275 - SNOW CANYON OP
					$45,335.83		
					$45,335.83		
COMPUTECH CONSULTING	70002	23138	09/13/2022	09/14/2022	2,598.00	MICROSOFT SQL SERVER SOFTWARE	104130-310 - IT SERVICES
					$2,598.00		
EXPRESS LUBE	70003	61301	08/22/2022	09/14/2022	44.09	INV#613012018 FORD F-150 PW TRUCK	104410-253 - REPAIRS & MAINTEN
					$44.09		
FREEDOM MAILING SERVICES, I	70004	43687	09/09/2022	09/14/2022	598.75	SWISS DAYS 2022 SATURATION MAILING P	104610-008 - ADVERTISING/MARK
					$598.75		
HAM Productions, Inc.	70005	71322-RAP TAX	09/08/2022	09/14/2022	14,500.00	RAP TAX AWARD FY 22-23-SHAKESPEARE	104652-416 - RAP TAX
					$14,500.00		
JOY MILES	70006	90622-JM	09/06/2022	09/14/2022	79.62	COURT INTERPRETER 9/06/22	104120-330 - LEGAL SERVICES
					$79.62		
MARY JO HAFEN	70007	336508	09/13/2022	09/14/2022	165.00	BANQUET ROOM/HERITAGE SQ Coord AUG	104130-370 - PROFESSIONAL SE
					$165.00		
PETERSON, LAWRENCE & SHA	70008	Refund: 419002	09/13/2022	09/14/2022	11.25	Refund: 419002 - PETERSON, LAWRENCE &	531311-000 - ACCOUNTS RECEIV
					$11.25		
SECURLYFT CORPORATION	70009	454	09/06/2022	09/14/2022	600.00	INV#454-MONTHLY SUBSCRIPTION AUG 2	104230-250 - OPERATING SUPPLI
					$600.00		
SLADEN D MARKHAM, LLC	70010	5381	08/03/2022	09/14/2022	540.45	INV 5381-INSTALL WHEEL CHOCK MOUNT	104230-253 - REPAIRS & MAINTEN
SLADEN D MARKHAM, LLC	70010	5474	08/17/2022	09/14/2022	1,169.31	INV 5474 REPAIR COLLANT LEAK, INSTALL	104230-253 - REPAIRS & MAINTEN
SLADEN D MARKHAM, LLC	70010	5555	08/30/2022	09/14/2022	1,964.44	INV 5555 NEW FOAM LEVEL GAUGE,WATE	104230-253 - REPAIRS & MAINTEN
					$3,674.20		
					$3,674.20		
STATE OF UTAH DEPT OF HEA	70011	23EM000118	09/07/2022	09/14/2022	840.00	INV#23EM000118-EMS VEHICLE REVIEW F	104230-370 - PROFESSIONAL SE
					$840.00		
STONE POINTE CONSTRUCTIO	70012	865	09/07/2022	09/14/2022	3,627.75	INV 865-LANDSCAPE CURBING GUBLER P	104510-740 - CAPITAL EQUIPMEN
					$3,627.75		
TILBY, RYAN & BRITTANY	70013	Refund: 229903	09/13/2022	09/14/2022	65.56	Refund: 229903 - TILBY, RYAN & BRITTANY	531311-000 - ACCOUNTS RECEIV
					$65.56		

City of Santa Clara
Check Register
Checking 1889 - 09/14/2022 to 09/14/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
UPPER CASE PRINTING INK.	70014	18690	09/02/2022	09/14/2022	222.59	PRINTING SWISS DAYS UTIL BILL INSERT	104610-008 - ADVERTISING/MARK
					$222.59		
VIRGIL STEEL	70015	91222-LG COW	09/12/2022	09/14/2022	250.00	MATERIAL & LABOR - 2 L COWS	104610-005 - BANNERS-SPONSO
					$250.00		
WASH. COUNTY WATER CONSE	70016	52839	09/01/2022	09/14/2022	4,509.96	INV 52839 - REG.PIPELINE BOND PAYMEN	515110-822 - DEBT PAYMENT TO
WASH. COUNTY WATER CONSE	70016	52845	08/31/2022	09/14/2022	5,739.40	INV 52845 - REGIONAL WATER SURCHARG	513714-000 - REGIONAL WATER S
					$10,249.36		
					$10,249.36		
					$83,158.00		

City of Santa Clara
Check Register
Checking 1889 - 09/20/2022 to 09/20/2022

Payee Name	Reference Number	Invoice Number	Invoice Ledger Date	Payment Date	Amount	Description	Ledger Account
AJ CONSTRUCTION	70017	SAC220107007	09/20/2022	09/20/2022	500.00	BLDG MAIN DEP REF PERMIT 22-007	102570-000 - BLDG SITE MAINTEN
AJ CONSTRUCTION	70017	SAC220107008	09/20/2022	09/20/2022	500.00	BLDG MAIN DEP REF PERMIT 22-008	102570-000 - BLDG SITE MAINTEN
					$1,000.00		
					$1,000.00		
BEHUNIN, KEITH	70018	92022-INTERAC	09/20/2022	09/20/2022	150.00	SWISS DAYS INTERACTIVE BAND-FRI 9/23/	104610-013 - ENTERTAINMENT
					$150.00		
CASH	70019	92022-CHANGE	09/20/2022	09/20/2022	100.00	SWISS DAYS 2022 CHANGE ORDER	104610-004 - KID'S BOOTHS
CASH	70019	92022-CHANGE	09/20/2022	09/20/2022	200.00	SWISS DAYS 2022 CHANGE ORDER	104610-002 - BREAKFAST
CASH	70019	92022-CHANGE	09/20/2022	09/20/2022	200.00	SWISS DAYS 2022 CHANGE ORDER	104610-010 - DINNER
					$500.00		
					$500.00		
DOOLEY, KRYSTAL	70020	92022-K DOOLE	09/20/2022	09/20/2022	164.72	SC ROYALTY EXP- DRESSES & SHIRT	104610-023 - MISS SANTA CLARA
					$164.72		
ERIC DODGE MUSIC	70021	1414	09/13/2022	09/20/2022	2,500.00	SWISS DAYS 9/23/22 CONCERT	104610-013 - ENTERTAINMENT
					$2,500.00		
LORIE HAWLEY	70022	92022-PUPPET	09/20/2022	09/20/2022	300.00	2022 Swiss Days Puppet Show-SUPP	104610-013 - ENTERTAINMENT
					$300.00		
MILLER, BRADLEY & ARIEL	70023	SAC200701109	09/20/2022	09/20/2022	500.00	BLDG MAIN DEP REFUND PERMIT 20-109	102570-000 - BLDG SITE MAINTEN
					$500.00		
MOUNTAIN STATES LIGHTING, L	70024	12107	09/13/2022	09/20/2022	855.00	STREET LIGHT BULBS-COBRA HEADS	535310-466 - POWER LINES/POLE
					$855.00		
STEAMROLLER COPIES INC	70025	1-225688	09/19/2022	09/20/2022	75.00	SWISS DAYS HANDICAP PARKING SIGNS	104610-006 - TRANSPORTATION
					$75.00		
TURBOSCAPE UTAH	70026	1831	09/12/2022	09/20/2022	3,900.00	CHOCOLATE MULCH TOWN HALL	104510-260 - BUILDING MAINTEN
					$3,900.00		
UPPER CASE PRINTING INK.	70027	18699	09/09/2022	09/20/2022	1,227.65	SWISS DAYS SATURATION MAILING- PRIN	104610-008 - ADVERTISING/MARK
					$1,227.65		
WASHINGTON COUNTY SOLID	70028	130110	08/31/2022	09/20/2022	11,431.80	2798 UNITS-GARBAGE @ 12.24 & 1971 BLU	103445-000 - RECYCLING CHARG
WASHINGTON COUNTY SOLID	70028	130110	08/31/2022	09/20/2022	34,247.52	2798 UNITS-GARBAGE @ 12.24 & 1971 BLU	104130-311 - SOLID WASTE DISP
					$45,679.32		
					$45,679.32		
					$56,851.69		

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF SANTA CLARA
FOUNDED 1854

City Council
Denny Drake
Leina Mathis
Ben Shakespeare
Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: September 28, 2022 **Agenda Item: 2**

Applicant: Brock Jacobsen **Requested by:** Brock Jacobsen

Subject: Adding an additional signer to City bank accounts

Description: at State Bank

We currently have 4 signers on our bank accounts at State Bank. One of the signers is Debbie and with her move to Minnesota we have been left short handed with vacations and illnesses and needing a second signature. Staff feels it is necessary to have an additional signer added to the account. Staff recommends Selena Nez, to be added as the additional signer.

Recommendation: Approval **Attachments:**

Cost: 0.00

Legal Approval: N/A

Finance Approval: Yes

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara, Utah 84765
Phone (435) 673-6712 Fax (435) 628-7338

Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF SANTA CLARA
FOUNDED 1854

City Council
Denny Drake
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Christa Hinton

CITY COUNCIL

Meeting Date: September 28, 2022 **Agenda Item:** 3

Applicant: City of Santa Clara

Requested by: Jim McNulty

Subject: Chapter 17.63, R-1-6 Single-Family Zone

Description:

City staff is proposing a new chapter and zone in city code. This includes the creation of Chapter 17.63, R-1-6 Single-Family Zone. This zone would allow for the future development of medium density residential single-family homes on smaller lots of 6,000 square feet or larger. Full public improvements would be required (e.g., 50' public right-of-way). The proposed zone would allow for compliance with the Santa Clara City General Plan (Section 3.4.1 Residential Land Uses). The zone would also provide another option for housing in the city.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara, Utah 84765
Phone (435) 673-6712 Fax (435) 628-7338

CITY OF
SANTA CLARA
FOUNDED 1854

TO: Santa Clara City Council

FROM: Jim McNulty, Planning Manager

DATE: September 28, 2022

RE: Chapter 17.63, R-1-6 Single-Family Zone

City staff has been working on the creation of Chapter 17.63, R-1-6 Single-Family Zone. This would allow for the future development of medium density residential single-family homes on smaller lots *(min. 6,000 square foot lot size)* with full public improvements. Allowing for smaller single-family lots will provide another option for housing in the city.

This residential land use (MDR) is discussed within the Santa Clara City General Plan *(Section 3.4.1 Residential Land Uses).* A draft copy of Chapter 17.63, R-1-6 Single Family Zone is attached for your review.

City staff had an opportunity to discuss this with the City Council on July 6, 2022, during a Council work meeting. Additionally, this item was discussed with the Planning Commission on August 11, 2022. On August 25, 2022, the Planning Commission held a public hearing prior to making a recommendation on this item.

State Code Requirements:

Utah State Code, Section 10-9a-205 includes requirements for land use ordinance amendments. To amend an ordinance, a city Planning Commission must hold at least one public hearing. Additionally, a public hearing to consider an ordinance amendment requires a 10-day notice which requires the date, time, and place of the public hearing. Planning staff has determined that all State Code requirements have been met with this application.

Recommendation:

The Planning Commission held a public hearing on August 25, 2022, and forwarded a recommendation of approval to the City Council. City staff recommends that the Council approve this code amendment allowing for the adoption of Chapter 17.63, R-1-6 Single-Family Zone.

CHAPTER 17.63
R-1-6 SINGLE-FAMILY RESIDENTIAL ZONE
SECTION:
17.63.010: Purpose
17.63.020: Permitted Uses
17.63.030: Conditional Uses
17.63.040: Height Regulations
17.63.050: Area, Width and Yard Regulations
17.63.060: Modifying Regulations

17.64.010: PURPOSE:

To provide appropriate locations where low to medium density residential neighborhoods may be established, maintained, and protected. The regulations also permit the establishment, with proper controls of uses such as churches, schools, libraries, parks, and permitted open spaces which serve the needs of families. The regulations are intended to prohibit those uses that would be harmful to a single-family residential neighborhood.

17.64.020: PERMITTED USES:

Accessory buildings on lots where a main dwelling exists, or for which a building permit has been issued.

Home gardens and fruit trees, keeping of household pets, etc., but not agricultural industry, or business, or the keeping of domestic animals or fowl.

Internal Accessory Dwelling Unit, IADU as per Chapter 17.22 of city code.

Single-family dwellings and manufactured homes as defined herein.

17.64.030: CONDITIONAL USES:

Accessory Dwelling Unit, ADU as per Chapter 17.22 of city code.

Child nursery**,** as defined herein. The dwelling shall be the permanent residence of the operator. The land use authority will determine the maximum number of children to be allowed, and other requirements, depending upon specific conditions relating to the request. Parking shall be as required by the land use authority. All other requirements of the zone shall be complied with.

Churches, schools, parks, and open space.

Home occupation, as defined herein, and approved by the land use authority staff, or as may be recommended to the land use authority.

Public buildings.

Public utilities and buildings.

Residential Facility for the Elderly.

DRAFT

17.64.040: HEIGHT REGULATIONS:

No building shall be erected to a height greater than thirty feet (30'), and no accessory building shall be erected to a height greater than twenty feet (20'). An Accessory Dwelling Unit, ADU may not exceed a height of twenty feet (20').

17.64.050: AREA, WIDTH AND SETBACK REGULATIONS:

District	Area	Width	Front	Side	Rear
R-1-6	6,000	50 feet	20 feet	6 - 8 feet	10 feet

The front yard setback is required to be 20 feet from property line or back of sidewalk, whichever is closer to the structure.

17.64.060: MODIFYING REGULATIONS:

A. Side yard setbacks on a "street side" (corner lot) shall be the same as for a front yard setback.

B. Accessory buildings located to the rear of a main dwelling, and at least ten feet (10') away from the main dwelling may be built five feet (5') from the property line provided that: 1) projection beyond exterior wall shall not exceed twelve inches (12") into the area where openings are prohibited, 2) stormwater runoff from the building shall not run onto adjacent property, 3) all corner lots shall maintain required setbacks on street sides, and 4) construction shall comply with current International Residential Code (IRC) exterior wall and opening protection. No building, or swimming pool, shall be in any easement without city approval.

1. After first obtaining a building permit from the City Building Official, a carport or awning may be constructed in the required six-foot (6') side yard setback or ten-foot (10') rear yard area subject to the following conditions:

a. All three (3) sides of the carport/awning away from the dwelling shall be kept completely open. No storage areas shall be permitted in any part of the carport/awning.

b. The height of the carport/awning shall not exceed the height of the top plate of the walls of the first floor of the dwelling, or a maximum of ten feet (10') above the normal grade of the side yard setback.

c. A two-foot (2') setback shall be maintained from the side property line.

d. The roof shall be sloped away from the dwelling, and a rain gutter shall be installed along the roof edge on the side yard of the two-foot (2') setback to keep all roof runoff on the property of the owner of the carport/awning.

2. All construction materials shall be completely noncombustible and shall meet all applicable requirements of the international residential code.

a. Color of the construction material shall be of earth tones or harmonize with the colors of the dwelling unit.

b. The carport/awning shall always be well maintained and shall be repainted from time to time as necessary.

DRAFT

3. The side of the carport/awning nearest the front street shall be set back a minimum of ten feet (10') behind the front face of the dwelling unit.

a. An accessory building or ADU shall be required to utilize building materials and colors to blend in with the construction of the primary dwelling unit on the property.

b. The lot width for cul-de-sac lots may be approved by the land use authority with less than 50 feet of frontage; however, this requirement shall be meet at the 20’ front setback line.

c. Other conditions that may be required by the land use authority to protect the intent and purpose of the zone.

d. The minimum square footage of any main residence shall be one thousand two hundred (1,200) square feet of living space on the main floor of a single-story home. For a two-story home there shall be a minimum of eight hundred (800) square feet of living space on the main floor, and a minimum of seven hundred (700) square feet of living space on the second floor. A split-level home shall have a minimum of one thousand (1,000) square feet on the main and upper floor combined, but not including the square footage of the lower level.

e. No trash, weeds, or other combustible material shall be allowed to remain on any lot outside of approved containers in any residential zone. No junk, debris, abandoned, inoperable, or dismantled automobile or automobile parts or similar material shall be stored or allowed to remain on any lot in any residential zone.

DRAFT

CITY OF SANTA CLARA
ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, UPDATING SANTA CLARA CITY CODE CHAPTER 17.63, "R-1-6 SINGLE FAMILY ZONE"

WHEREAS, city staff is proposing a new chapter and zone in the city code. This includes the creation of Chapter 17.63, R-1-6 Single Family Zone; and

WHEREAS, this would allow for the future development of medium density residential single family homes on smaller lots of 6,000 square feet or larger; and

WHEREAS, full public improvements would be required (e.g., 50' public right -of - way); and

WHEREAS, the proposed zone would allow for compliance with the Santa Clara City General Plan (Section 3.4.1 Residential Land Uses) and would give the city another option for housing; and

WHEREAS, staff has discussed with City Council during a work meeting and discussed and held a Public Hearing on August 25, 2022 with Planning Commission prior to making a recommendation on this item; and

WHEREAS, Utah State Code, Section 10-9a-205 includes requirements for Land Use Ordinance amendments. Planning Commission has determined that all State Code requirements have been met with this application, and

WHEREAS, Planning Commission forwarded a recommendation of approval to the City Council. City staff recommends that the Council approve this code amendment to Chapter 17.63, R-1-6 Single Family Zone, and

BE IT HEREBY ORDAINED by the City Council of Santa Clara, Utah, that Santa Clara City Code Title 17, Chapter 17.63 R-1-6 Single Family Zone is hereby amended in its entirety and codified as set forth in Exhibit "A," which is attached and incorporated herein with this reference.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately following publication and posting as required by law and shall supersede any other ordinance or provision in conflict with the terms hereof.

ADOPTED AND APPROVED on this 28th day of September,2022.

_____
Rick Rosenberg, Mayor

Attest:

_____
Chris Shelley, Recorder

EXHIBIT "A"

CHAPTER 17.63
R-1-6 SINGLE-FAMILY RESIDENTIAL ZONE
SECTION:
17.63.010: Purpose
17.63.020: Permitted Uses
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Parking shall be as required by the land use authority. All other requirements of the zone shall be complied with.
Churches, schools, parks, and open space.
Home occupation, as defined herein, and approved by the land use authority staff, or as may be recommended to the land use authority.
Public buildings.
Public utilities and buildings.
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home there shall be a minimum of eight hundred (800) square feet of living space on the main floor, and a minimum of seven hundred (700) square feet of living space on the second floor. A split-level home shall have a minimum of one thousand (1,000) square feet on the main and upper floor combined, but not including the square footage of the lower level.

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Mayor
Rick Rosenberg

City Manager
Brock Jacobsen

CITY OF SANTA CLARA
FOUNDED 1854

City Council
Denny Drake
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Jarett Waite
Christa Hinton

CITY COUNCIL

Meeting Date: September 28, 2022 **Agenda Item:** 4

Applicant: Dave Hunter, Silverado LLC **Requested by:** Jim McNulty

Subject: Property Rezoning, Project Plan, and Master Development Agreement

Description:

This item was on the City Council agenda on August 10, 2022, for consideration and approval of the proposed Silverado Property Rezoning, Project Plan, and Master Development Agreement. The item was continued by the Council. On September 7, 2022, a Traffic Impact Study, TIS, was presented by Horrocks Engineering as per Council direction. A copy of the original staff report with a summary and recommendation has been included in the packet along with other project information which was presented on August 10, 2022.

Recommendation: Approval

Attachments:

Cost: N/A

Legal Approval: Yes

Finance Approval: N/A

Budget Approval: N/A

2603 Santa Clara Drive, Santa Clara, Utah 84765
Phone (435) 673-6712 Fax (435) 628-7338

CITY OF
SANTA CLARA
FOUNDED 1854

TO: Santa Clara City Council

FROM: Jim McNulty, Planning Manager

DATE: September 28, 2022

RE: Silverado Project Update

This item was on the City Council agenda on August 10, 2022, for consideration and approval of the proposed Silverado Property Rezoning, Project Plan, and Master Development Agreement. However, after discussing the project, the Council continued the item asking for the applicant to provide a Traffic Impact Study, TIS.

The TIS was presented to the City Council on September 7, 2022, by Aron Baker who is a transportation engineer with Horrocks Engineering. A copy of the presentation given by Mr. Baker has been included in the Council packet.

During the September 7th Council meeting, a question came up regarding the placement of the proposed convenience store shown on the Project Plan (Phase 4). The applicant, Dave Hunter, met with several residents after the meeting and discussed repositioning this building on the site to face east rather than facing south as per the previous plan. An updated Project Plan has been included in your packet reflecting this change. Additionally, the parking numbers have been slightly revised to accommodate the change of building location. The overall site parking has been reduced by 2 parking spaces. As a result, the overall parking spaces provided is 582 spaces, with 54 spaces of additional parking on Lots 1, 2, and 4 to be used by the Sports Complex as needed. No other revisions have been made to the Project Plan.

A copy of the original staff report with a summary and recommendation has been included in the Council packet along with project information which was presented to the Council on August 10, 2022.

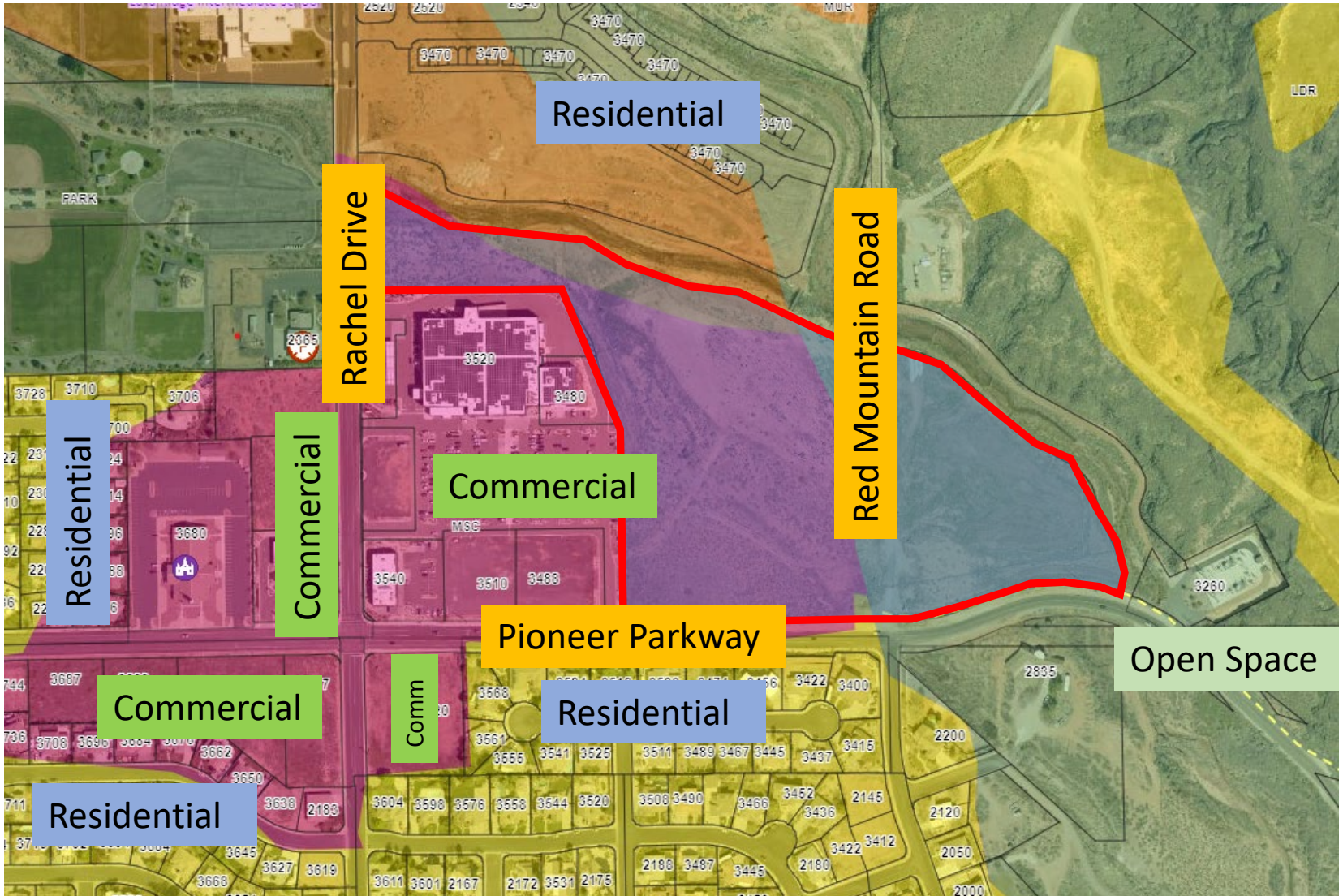
Silverado
Traffic Impact Study

Santa Clara City Council

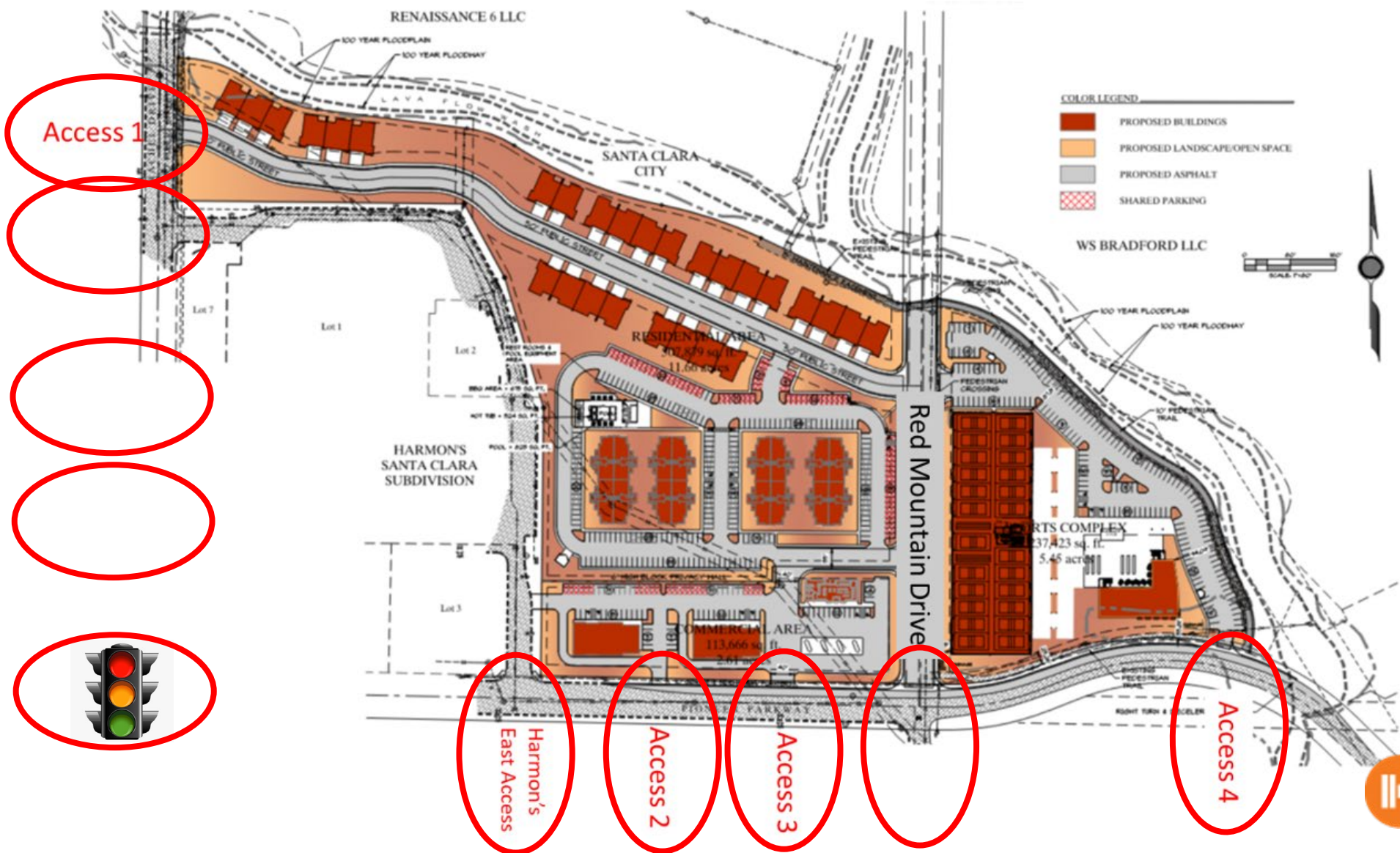
September 6, 2022

Horrocks.

Study Area Conditions



Proposed Development



Roadway Characteristics

- **Pioneer Parkway**
  - A 3-lane arterial road, 35 mph, will have a 2-way left-turn lane, will eventually be a 5-lane road
- **Red Mountain Road**
  - A 2-lane local collector, 25 mph
- **Rachel Drive**
  - A 2-lane minor collector, 25 mph, has left turns at Pioneer Parkway

Roadway Categories

Pioneer Parkway

Rachel Drive

Red Mountain Road

Suburban			
2 Lane			
	Freeway	Arterial	Collector
LOS A	NA	5,500	5,000
LOS B	NA	7,500	7,000
LOS C	NA	10,000	9,000
LOS D	NA	11,500	10,500
LOS E	NA	15,000	13,500

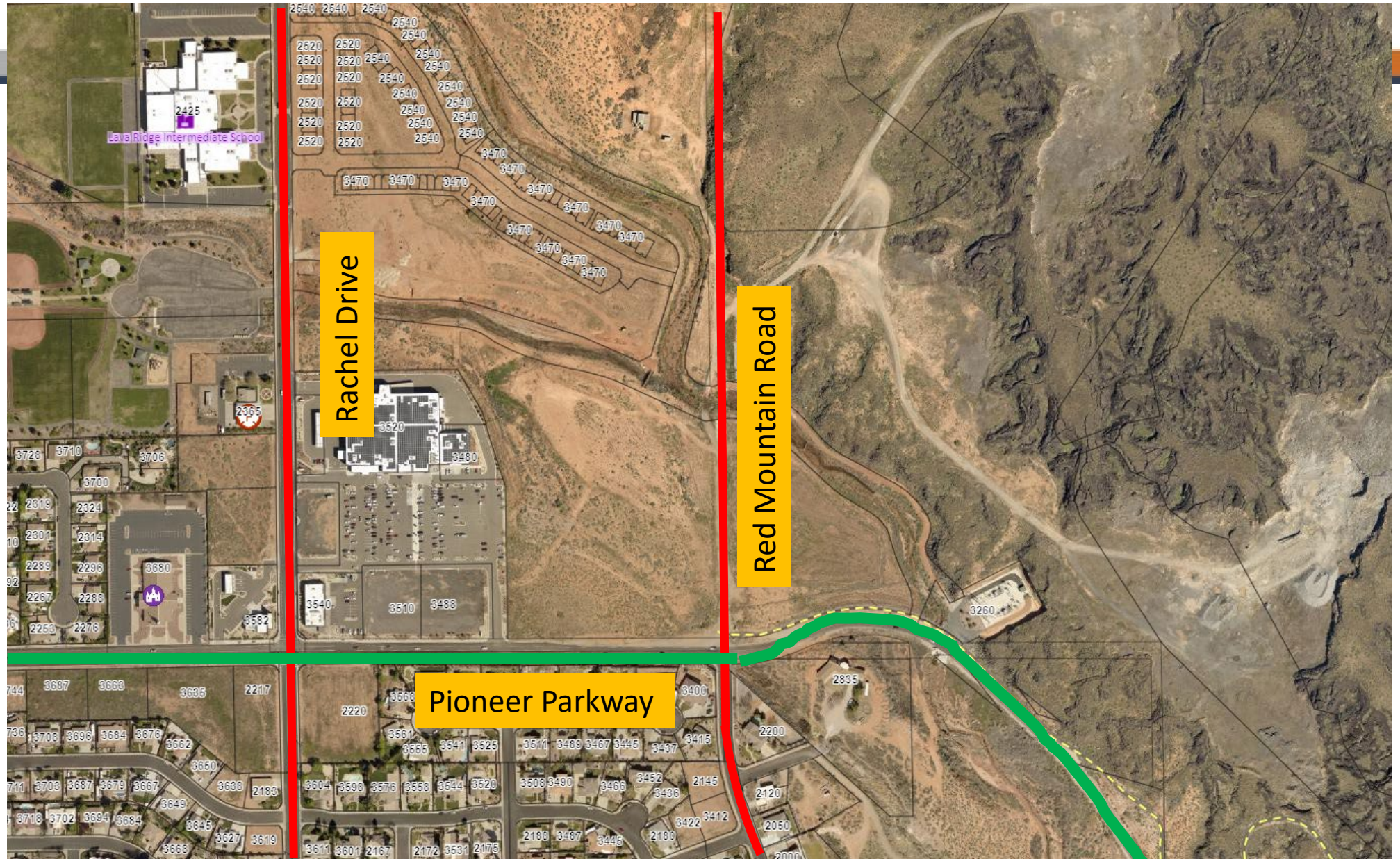
3 Lane			
	Freeway	Arterial	Collector
LOS A	NA	7,000	5,500
LOS B	NA	9,000	7,500
LOS C	NA	11,500	10,000
LOS D	NA	13,000	11,500
LOS E	NA	16,500	15,000

5 Lane			
	Freeway	Arterial	Collector
LOS A	NA	14,500	12,000
LOS B	NA	20,500	16,500
LOS C	NA	26,500	21,500
LOS D	NA	30,500	25,000
LOS E	NA	39,000	31,500

- Three classifications: Rural, Suburban, Urban
- Pioneer Parkway is an Arterial roadway in a Suburban location. Currently has 10,000 vehicles per day on a two-lane section.

Horrocks.

Roadway Categories



Roadway Characteristics

Suburban			
2 Lane			
	Freeway	Arterial	Collector
LOS A	NA	5,500	5,000
LOS B	NA	7,500	7,000
LOS C	NA	10,000	9,000
LOS D	NA	11,500	10,500
LOS E	NA	15,000	13,500

3 Lane			
	Freeway	Arterial	Collector
LOS A	NA	7,000	5,500
LOS B	NA	9,000	7,500
LOS C	NA	11,500	10,000
LOS D	NA	13,000	11,500
LOS E	NA	16,500	15,000

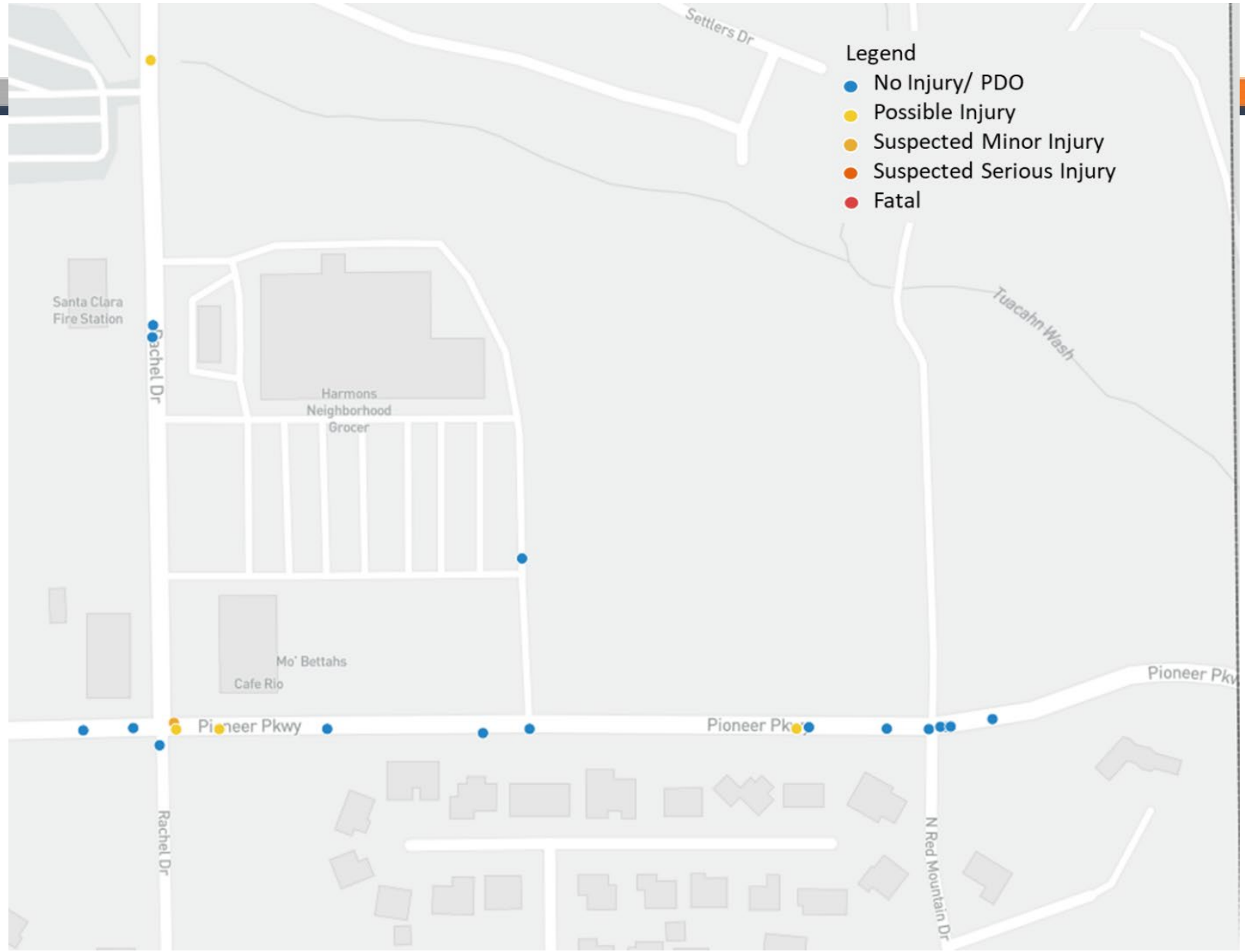
5 Lane			
	Freeway	Arterial	Collector
LOS A	NA	14,500	12,000
LOS B	NA	20,500	16,500
LOS C	NA	26,500	21,500
LOS D	NA	30,500	25,000
LOS E	NA	39,000	31,500

Pioneer Parkway

- Since Pioneer Parkway is a future 5-lane roadway, it could accommodate 26,500 vpd

Horrocks.

Crash History



- Analyzed Aug 2018 to June 2022
- Study area had 21 crashes in 4 years
- 16 were Property Damage Only
- 4 had possible injuries
- 1 had minor injury
- 6 were due to turning errors made by drivers

Horrocks.

Level of Service

Level of Service	Average Control Delay (sec/veh)	
	Signalized	Unsignalized
A	≤ 10	≤ 10
B	> 10-20	> 10-15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

Santa Clara Standard

Existing Traffic Conditions

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Rachel Drive & Harmon's North Access (TWSC)	9.8	A	11.1	B
Rachel Drive & Harmon's Center Access (TWSC)	10.0	A	11.4	B
Rachel Drive & Harmon's South Access (TWSC)	9.9	A	12.7	B
Rachel Drive & Pioneer Parkway (Signalized)	9.0	A	10.0	A
Pioneer Parkway & Harmon's East Access (TWSC)	12.3	B	15.3	C
Pioneer Parkway & Red Mountain Drive (TWSC)	13.4	B	18.5	C

Projected Traffic

- UDOT Annual Average Daily Traffic (AADT)

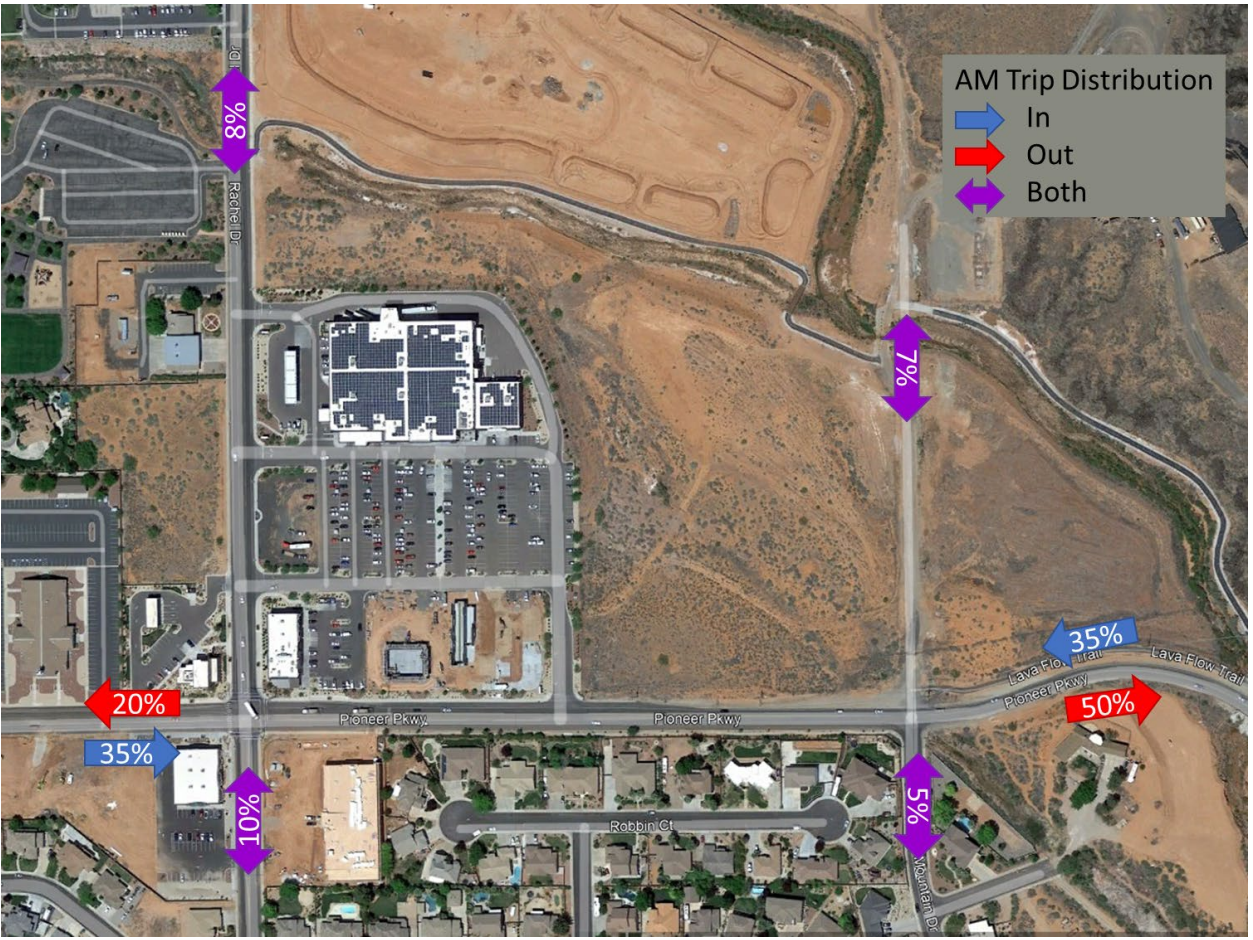
Roadway	3 Year	5 Year	10 Year	2019 AADT	2018 AADT	2017 AADT	2016 AADT	2015 AADT	2014 AADT	2013 AADT	2012 AADT	2011 AADT	2010 AADT	2009 AADT	2008 AADT
Rachel Drive (South of Pioneer Parkway)	3.30%	3.98%		970	950	920	880	830							
				2.11%	3.26%	4.55%	6.02%								
Pioneer Parkway (West of Rachel Drive)	43.64%	28.47%	13.18%	4,500	4,400	4,300	1,900	1,800	1,700	1,700	1,700	1,700	1,900	1,900	--
				2.27%	2.33%	126.32%	5.56%	5.88%	0.00%	0.00%	0.00%	-10.53%	0.00%	--	
Pioneer Parkway (East of Rachel Drive)	3.40%	43.15%	21.05%	6,300	6,200	6,000	5,700	5,400	1,800	1,800	1,800	1,900	1,900	1,900	--
				1.61%	3.33%	5.26%	5.56%	200.00%	0.00%	0.00%	-5.26%	0.00%	0.00%	--	
Gubler Drive/Canyon View Drive	3.11%	6.02%	23.88%	8,000	7,900	7,600	7,300	6,900	6,000	5,900	5,800	1,900	1,900	1,900	--
				1.27%	3.95%	4.11%	5.80%	15.00%	1.69%	1.72%	205.26%	0.00%	0.00%	--	
Average	13.36%	20.41%	19.37%												

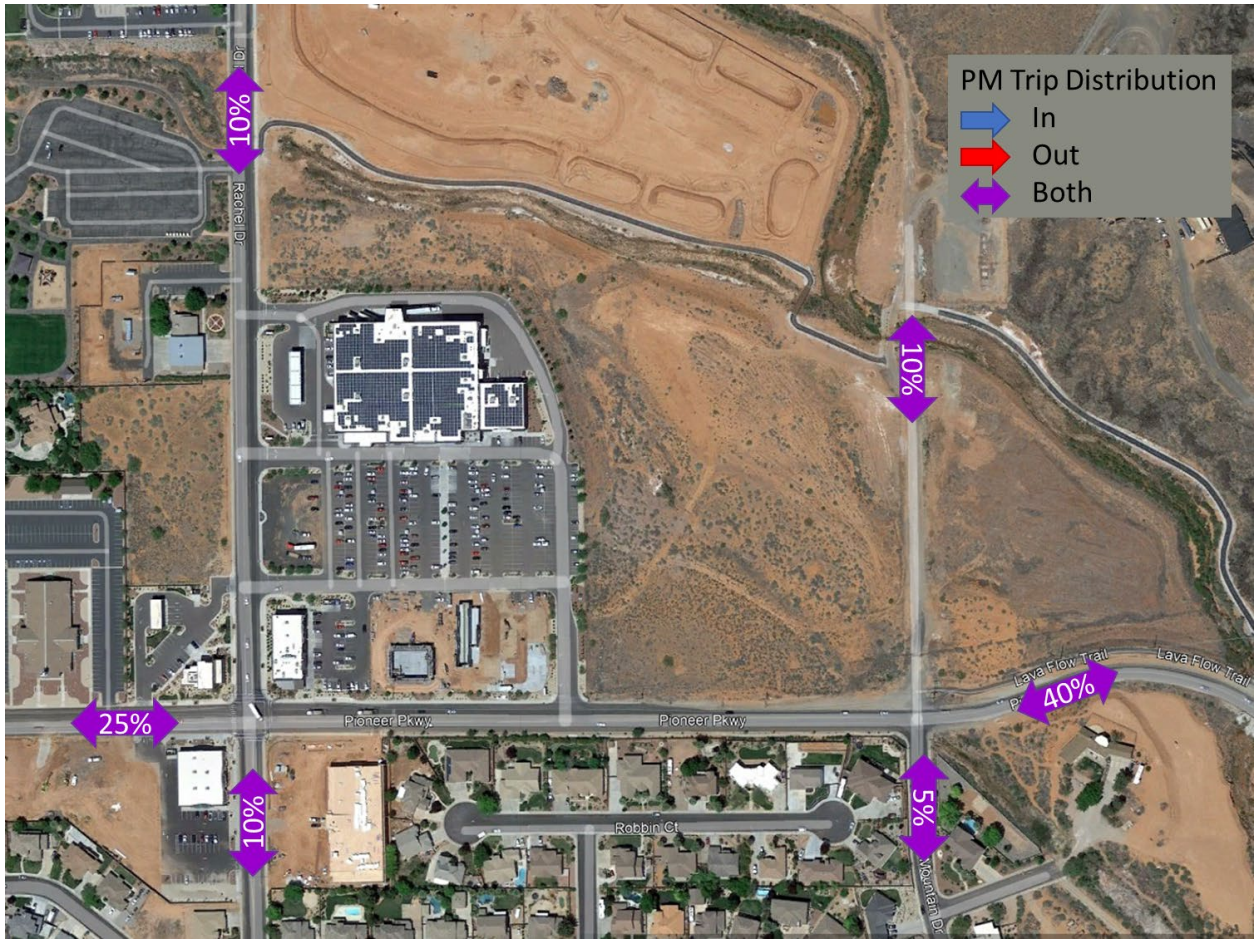
- Discussions with Staff
  - 8% growth per year being used for impact fees
- Additional traffic studies in the area (Regal Living and Solace)
- 5% growth per year was used in addition to the estimated trip generation from the Regal Living/Solace TIS to estimate the future traffic

Trip Generation

Silverado Development: Build-Out 2024										
ITE Land Use	Units		AM Peak Hour			PM Peak Hour			Daily		
			In	Out	Total	In	Out	Total	In	Out	Total
221: Multifamily Housing (Low-Rise)	96	units	8	27	36	23	15	37	218	218	436
821: Shopping Plaza (40-150k sq.ft., no supermarket)	33	1000 sq.ft.	35	22	57	84	87	171	1114	1114	2228
945: Convenience Store/Gas Station (2-8 VFP)	8	pump stations	64	64	128	74	74	147	1060	1060	2121
151: Mini-Warehouse	28	units	1	1	3	2	2	4	20	20	41
490: Tennis Courts	33	courts	n/a	n/a	n/a	92	47	139	500	500	1001
932: High-Turnover Sit-Down Restaurant	16	1000 sq. ft.	84	69	153	88	56	145	858	858	1715
Total:			194	183	377	362	282	644	3771	3771	7541

Trip Distribution





Horrocks.

2024 Background Traffic

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Rachel Drive & Harmon's North Access (TWSC)	10.1	B	11.6	B
Rachel Drive & Harmon's Center Access (TWSC)	10.4	B	12.0	B
Rachel Drive & Harmon's South Access (TWSC)	10.3	B	13.6	B
Rachel Drive & Pioneer Parkway (Signalized)	9.5	A	10.3	B
Pioneer Parkway & Harmon's East Access (TWSC)	12.9	B	16.8	C
Pioneer Parkway & Red Mountain Drive (TWSC)	16.6	C	38.8	E

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Pioneer Parkway & Red Mountain Drive (AWSC)	12.1	B	20.5	C

By 2024, Pioneer Parkway/Red Mountain Road will need to be an AWSC intersection.

2024 Traffic with Development

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Rachel Drive & Silverado Access 1 (TWSC)	10.1	B	11.8	B
Rachel Drive & Harmon's North Access (TWSC)	10.1	B	12.0	B
Rachel Drive & Harmon's Center Access (TWSC)	10.4	B	12.4	B
Rachel Drive & Harmon's South Access (TWSC)	10.3	B	14.3	B
Rachel Drive & Pioneer Parkway (Signalized)	9.8	A	10.9	B
Pioneer Parkway & Harmon's East Access (TWSC)	15.3	C	25.9	D
Pioneer Parkway & Silverado Access 2 (TWSC)	14.6	B	22.7	C
Pioneer Parkway & Silverado Access 3 (TWSC)	14.7	B	22.6	C
Pioneer Parkway & Red Mountain Drive (AWSC)	15.7	C	70.8	F
Pioneer Parkway & Access 4 (TWSC)	15.3	C	23.6	C

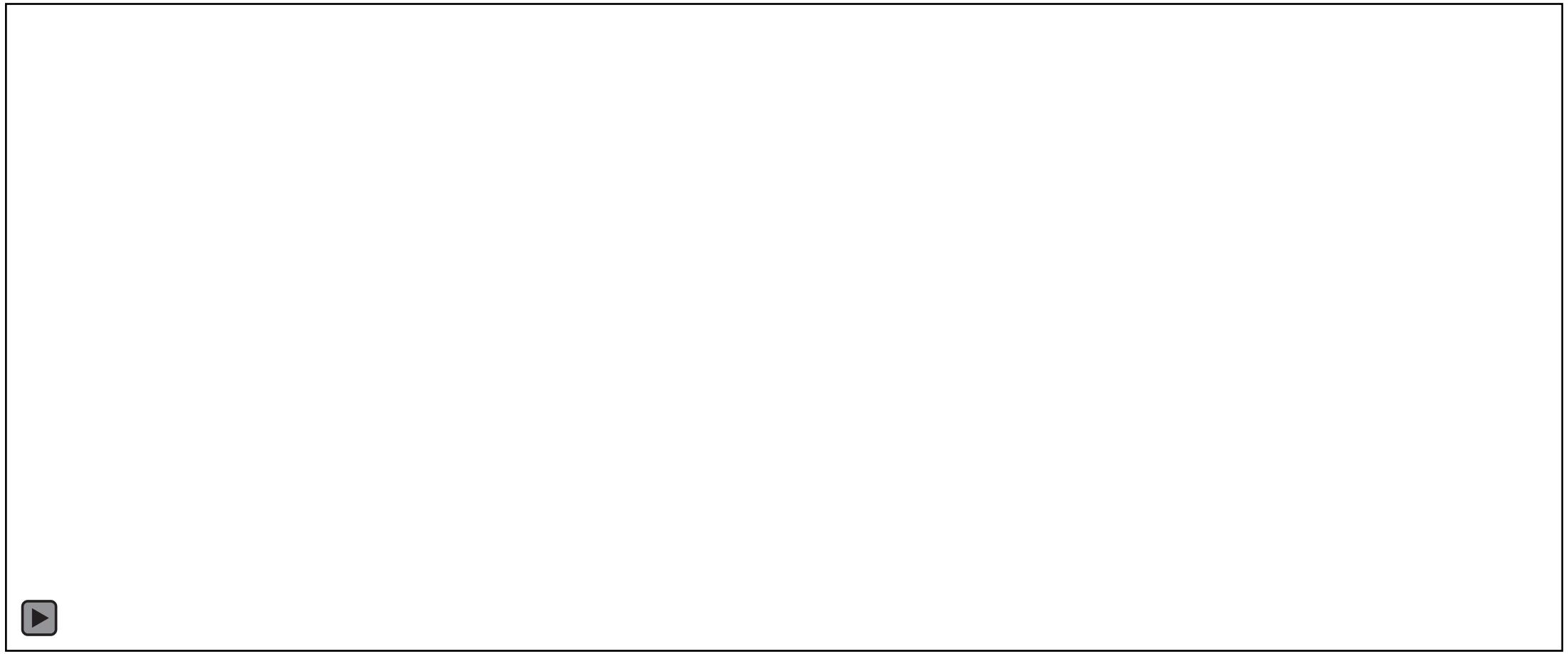
By 2024 with the Silverado Development, Pioneer Parkway/Red Mountain Road will need to be a signalized intersection.

2024 Buildout Mitigation

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Pioneer Parkway & Red Mountain Drive (Signalized)	8.8	A	9.8	A

Horrocks.

2024 PM Peak Hour Video



2029 Background Traffic

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Rachel Drive & Harmon's North Access (TWSC)	10.4	B	12.6	B
Rachel Drive & Harmon's Center Access (TWSC)	10.8	B	13.3	B
Rachel Drive & Harmon's South Access (TWSC)	10.7	B	16.2	C
Rachel Drive & Pioneer Parkway (Signalized)	10.0	A	11.0	B
Pioneer Parkway & Harmon's East Access (TWSC)	15.1	C	24.5	C
Pioneer Parkway & Red Mountain Drive (AWSC)	16.0	C	54.2	F

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Pioneer Parkway & Red Mountain Drive (Signalized)	7.5	A	8.4	A

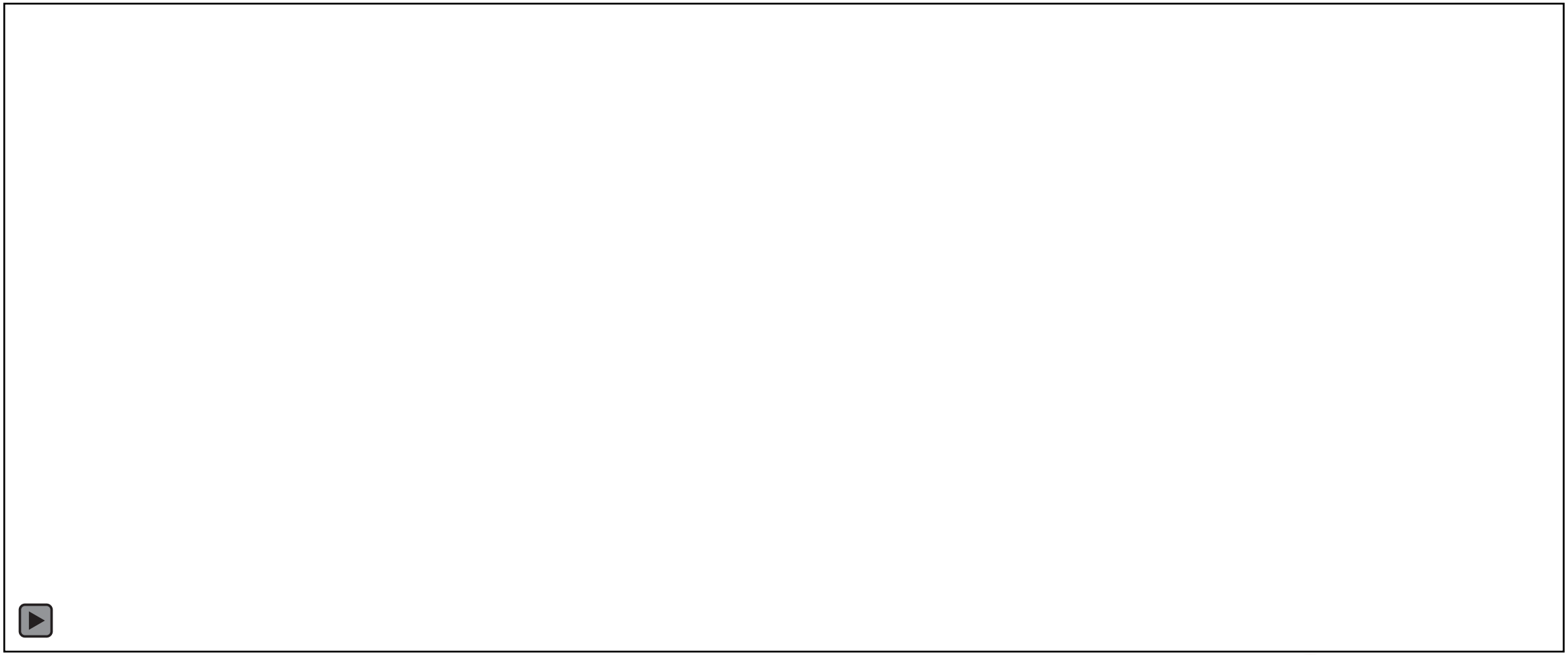
By 2029, Pioneer Parkway/Red Mountain Road will need to be a signalized intersection.

2029 Traffic with Development

Intersection	AM Peak Hour		PM Peak Hour	
	Average Delay (sec/veh)	Level of Service	Average Delay (sec/veh)	Level of Service
Rachel Drive & Silverado Access 1 (TWSC)	10.5	B	13.0	B
Rachel Drive & Harmon's North Access (TWSC)	10.6	B	13.3	B
Rachel Drive & Harmon's Center Access (TWSC)	11.0	B	14.1	B
Rachel Drive & Harmon's South Access (TWSC)	10.9	B	23.7	C
Rachel Drive & Pioneer Parkway (Signalized)	10.5	B	11.9	B
Pioneer Parkway & Harmon's East Access (TWSC)	18.4	C	34.5	D
Pioneer Parkway & Silverado Access 2 (TWSC)	17.1	C	32.8	D
Pioneer Parkway & Silverado Access 3 (TWSC)	17.2	C	32.5	D
Pioneer Parkway & Red Mountain Drive (Signalized)	11.3	B	13.4	B
Pioneer Parkway & Access 4 (TWSC)	17.8	C	24.8	C

In 2029 with the Silverado Development, the project accesses are expected to operate at LOS D.

2029 PM Peak Hour Video



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

Staff Report

Property Rezoning, Project Plan & MDA Summary and Recommendation

Public Body: Santa Clara City Council
Meeting Date: August 10, 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 & Master Development Agreement
Applicant Name: Dave Hunter
Staff Planner: Jim McNulty
Planning Staff Recommendation: Approve with conditions
Meeting Type: Public Meeting

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) project 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

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 and 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.

PROJECT PLAN ITEMS/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 I 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 in Phase 1, (50' right-of-way) from Rachel Drive to Red Mountain Drive (a portion of which will be required by the applicant) 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, Phase 3). 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.

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' trail/maintenance 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 includes 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. The Planning Commission agreed with the height allowance of 36' for the Sports Complex Building; however, they voted 2 -2 on the height allowance of 37' – 6" for the restaurant building. The Council can decide whether to agree with this recommendation.***
   - ***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 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 the City Council will have questions for the applicant during the meeting.

12. ***Development Agreement:*** A copy of the Master Development Agreement has been included. City staff and legal counsel have reviewed the document. The MDA is intended to guide the project through the development review and approval process.

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 were received by city staff. However, a few residents attended the July 14, 2022, Planning Commission meeting. One (1) resident spoke about traffic and noise associated with Pioneer Parkway with the proposed development of the subject property. No other residents commented.

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, PDC 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 residential uses are encouraged by the General Plan.

STATE CODE CONSIDERATIONS

Request: Property Rezoning, Project Plan & Development Agreement

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

On July 14, 2022, the Planning Commission held a public hearing and recommended approval of the proposed Silverado Property Rezoning & Project Plan from the Planned Development Residential, PDR Zone to the Planned Development Commercial, PDC Zone. City staff recommends that the City Council approve the Property Rezoning, Project Plan, and Master Development Agreement 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 housed 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 presented 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 consideration and 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 complaint 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.
3. That a public trail is being put in the project to connect with the existing trail network in the area which follows Section 9.2 of the General Plan.

CITY OF
SANTA CLARA
FOUNDED 1854

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)

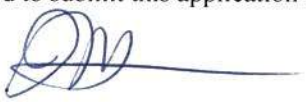
DIGITAL SUBMISSION (note; the Project Plan requirements are found in section 17.68.30 of Zoning code, and summarized below) Submit the items below to: snez@sccity.org

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 —  — 3-28-22

Printed Name — Signature — Date

MANAGER - SILVERADO STORAGE SG

Property Owner / Authorized Agent

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.

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

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 580 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° 00' 12", HAVING A RADIUS OF 482.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 880 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° 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 79° 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 "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° 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.

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 as the zoning designation for the Property. The City believes that the PDC is a land use management vehicle which, together 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. **Concept Plan** means Developer's current conceptual plan for Development activities within the Project. A copy of the Concept Plan is attached to this MDA as **Exhibit B**.

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

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

1.2.11. **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.

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

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

1.2.14. **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 a Subdivision, 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.

1.2.15. **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.

1.2.16. **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.

1.2.17. **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.

1.2.18. **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.

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

1.2.20. **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.

1.2.21. **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.

1.2.22. **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.

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

1.2.24. **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.

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

1.2.26. **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.

1.2.27. **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 current concept plan for the Project is attached to this MDA as **Exhibit B**. The Project may be developed in multiple phases consistent with the provisions of the PDC.

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.

1.2.30. **Residential Dwelling Unit** means a structure or portion thereof designed and intended for residential use, including second homes, but does not include structures or portions thereof primarily designed for Short-Term Rental.

1.2.31. **Short-Term Rental** means the rental or leasing of any Residential Dwelling Unit for a period of less than thirty (30) days.

1.2.32. **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.

1.2.33. **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.

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

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

2. <u>Development Provisions</u>.

2.1. **Mixed-Use Development.** Consistent with the general purpose of the PDC zone, the Project ill 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 subject to the following provisions: (a) parking for a recreation center or pickleball complex may be shared and disbursed throughout the Project as a whole; and (b) for any large events or tournaments, the operator of a recreation center or complex may coordinate with the City to provide off-site parking and, where reasonably feasible, busing to the Property.

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. **Concept Plan Illustrative.** The Parties recognize that the specific needs and desires of the community may change over time. Thus, while the current Concept 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 Concept 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.

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 providers of the appropriately regulated providers of the following utilities: (a) culinary water; (b) sanitary sewer; (c) electrical power; and (d) natural gas.

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; (b) twenty-five (25) 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.** Within fifteen (15) business days after receipt of a Development Application, and upon the request of Developer, the City will confer to determine whether the City desires 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 Applicant has the right to approve the City Consultant, but such approval may not be unreasonably withheld, conditioned, or delayed. 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, 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).

5.6. **Meet and Confer regarding Development Application Denials.** 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. **Mediation of Development Application Denials.**

5.7.1. **Issues Subject to Mediation.** Issues resulting from the City's Denial of a Development Application which the Parties are unable to resolve by the meet and confer process set forth in Section 5.6 of this MDA shall be mediated with a third-party neutral.

5.7.2. **Mediation Process.** If the City and Applicant are unable to resolve a disagreement which subject to mediation, the Parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the City and Applicant are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. The Parties shall equally bear the fees of the chosen mediator.

5.8. **Arbitration of Development Application Denials.**

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

5.8.2. **Mediation Required Before Arbitration.** Prior to any arbitration, the Parties shall first attempt mediation as specified in Section 5.7 of this MDA.

5.8.3. **Arbitration Process.** If the City and Applicant are unable to resolve an issue through mediation, the Parties shall, within ten (10) business days following mediation, attempt to appoint an arbitrator that is a mutually acceptable expert in the professional discipline(s) of the issue in question. If the Parties are unable to agree on a single acceptable arbitrator they shall each,

within ten (10) business days, appoint their own individual appropriate expert. These two experts shall, between them, choose the single arbitrator. The Parties shall equally bear the fees of the chosen arbitrator. The chosen arbitrator shall determine the process which the Parties will follow with respect to the arbitration proceeding. Likewise, the chosen arbitrator will determine the scope of the evidence or other materials which the Parties are to provide in connection with the proceeding. At the conclusion of the arbitration proceedings, the arbitrator shall ask the substantially prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, and consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties. If the arbitrator determines as a part of the decision that the City's or Applicant's position was not only incorrect but was also maintained unreasonably and not in good faith, then the arbitrator may order the City or Applicant to pay the arbitrator's fees.

5.9. **No Waiver.** No Party will be deemed to have waived any rights under the Act by following, or attempting to follow, the 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 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.** 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.

7.5. **Reimbursement.** The City shall not require Developer construct any system improvements or upsize any Public Infrastructure unless the Parties enter into a mutually-acceptable reimbursement agreement which is approved by the City Council and which allows Developer to recover all costs incurred in connection with upsizing Public Improvements or otherwise constructing system improvements. For purposes of this MDA, "upsize" means to construct infrastructure with greater size, volume, or capacity than is necessary to serve only the Project. Any reimbursement agreement must provide for Developer to be compensated for the cost to upsize Public Infrastructure or otherwise construct system improvements at a time, in an amount, and in a manner reasonably acceptable to Developer.

8. <u>Default</u>.

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, Mediation, Arbitration.** 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" and "Mediation" processes specified in Sections 5.6 and 5.7 of this MDA. If the claimed Event of Default is subject to arbitration as provided in Section 5.8 of this MDA, then the Parties shall follow such processes.

8.4. **Remedies.** If the Parties are not able to resolve the Default by "Meet and Confer" or by mediation, and if the Default is not subject to arbitration, then the Parties may have the following remedies, except as specifically limited 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.

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: _____
_____
_____
Email: _____

With a Copy to:

City Attorney
Attn: _____
_____

Email: _____

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:

_____
City Attorney

Attest:

_____
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)

EXHIBIT B

(Current Concept Plan)

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.

RESIDENTIAL PARKING: (APARTMENTS)

DWELLING UNITS -	96
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	192
STANDARD SPACES PROVIDED -	248
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	252
COVERED SPACES REQ'D. - (192/2 = 96)	
COVERED SPACES PROVIDED -	96
TOTAL SPACES PROVIDED -	252

RESIDENTIAL PARKING: (MAN CAVES)

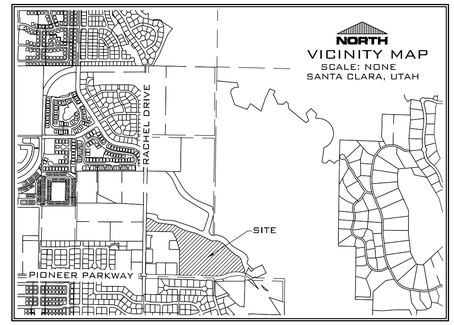
DWELLING UNITS -	28
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	56
STANDARD SPACES PROVIDED -	10
TOTAL SPACES PROVIDED -	10
COVERED SPACES REQ'D. - (56/2 = 28)	
COVERED SPACES PROVIDED -	56
TOTAL SPACES PROVIDED -	66

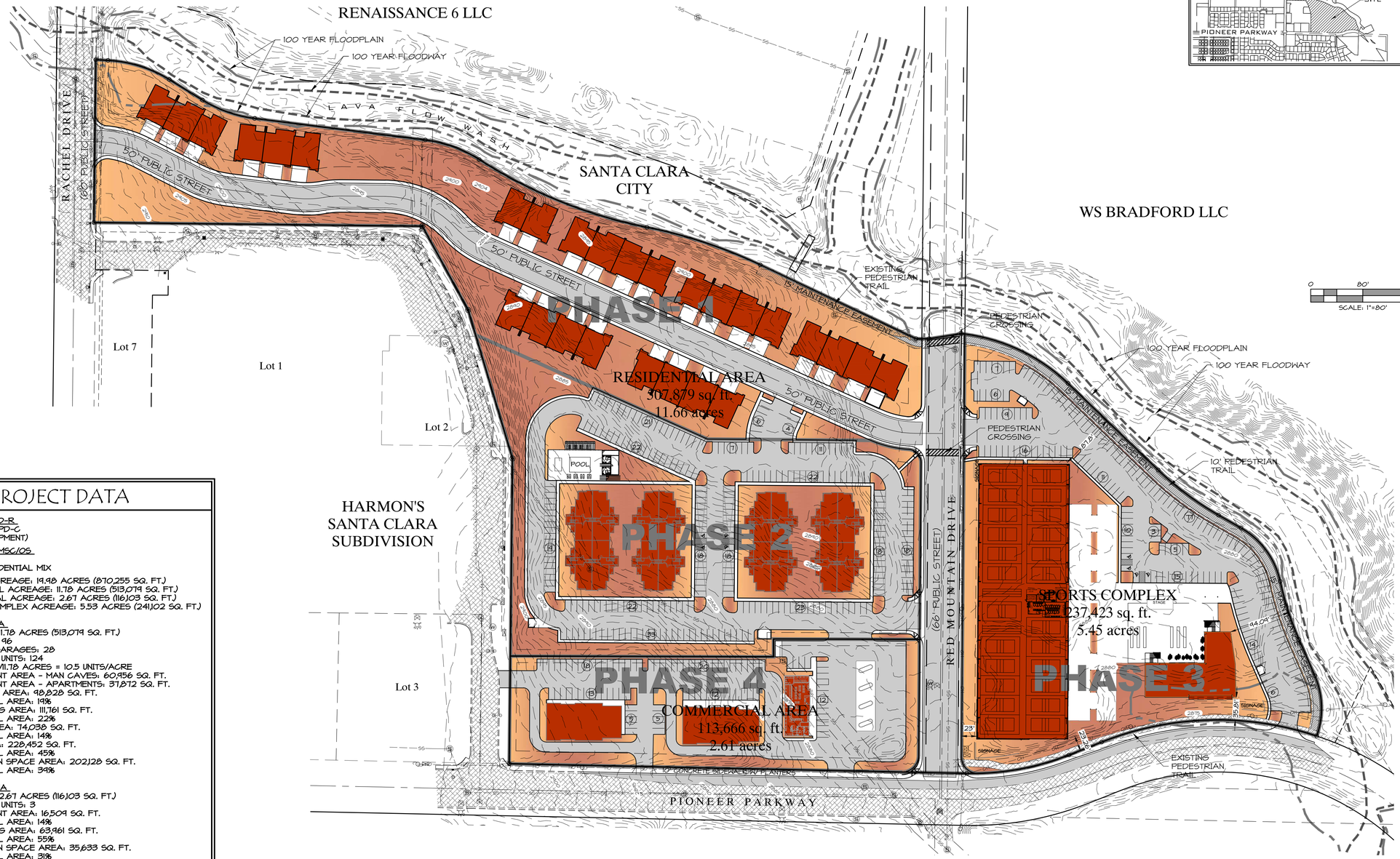
COMMERCIAL PARKING:

UNITS -	3
TOTAL SQ. FT. OF UNITS -	16,509
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	66
STANDARD SPACES PROVIDED -	79
VAN ACCESSIBLE PROVIDED -	6
TOTAL SPACES PROVIDED -	85

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





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 (513,079 SQ. FT.)
TOTAL COMMERCIAL ACREAGE: 2.67 ACRES (116,103 SQ. FT.)
TOTAL SPORTS COMPLEX ACREAGE: 5.53 ACRES (241,102 SQ. FT.)

RESIDENTIAL AREA
TOTAL ACREAGE: 11.78 ACRES (513,079 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: 317,872 SQ. FT.
GROSS FOOTPRINT AREA: 98,828 SQ. FT.
PERCENT OF TOTAL AREA: 19%
DRIVEWAY/PARKING AREA: 111,761 SQ. FT.
PERCENT OF TOTAL AREA: 22%
PUBLIC STREET AREA: 74,038 SQ. FT.
PERCENT OF TOTAL AREA: 14%
OPEN SPACE AREA: 228,452 SQ. FT.
PERCENT OF TOTAL AREA: 45%
LANDSCAPED OPEN SPACE AREA: 202,128 SQ. FT.
PERCENT OF TOTAL AREA: 39%

COMMERCIAL AREA
TOTAL ACREAGE: 2.67 ACRES (116,103 SQ. FT.)
TOTAL NUMBER OF UNITS: 3
BUILDING FOOTPRINT AREA: 16,509 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: 68,913 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: 91,560 SQ. FT.
PERCENT OF TOTAL AREA: 38%

PROJECT OWNER/ DEVELOPER
SILVERADO DEVELOPMENT CO.
1510 EAST 840 NORTH
OREM, UT 84097

PROJECT ARCHITECT
METHOD STUDIO
360 WEST ASPEN AVENUE
SALT LAKE CITY, UTAH 84101 (801) 532-4422

PROJECT ENGINEER
ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790 (435) 673-8586

GEOTECHNICAL ENGINEER
APPLIED GEOTECHNICAL AGEC
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790 (435) 673-6850

UTILITY NOTES
1. ALL UTILITIES FOR THIS PROJECT WILL BE UNDERGROUND.
2. 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.

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

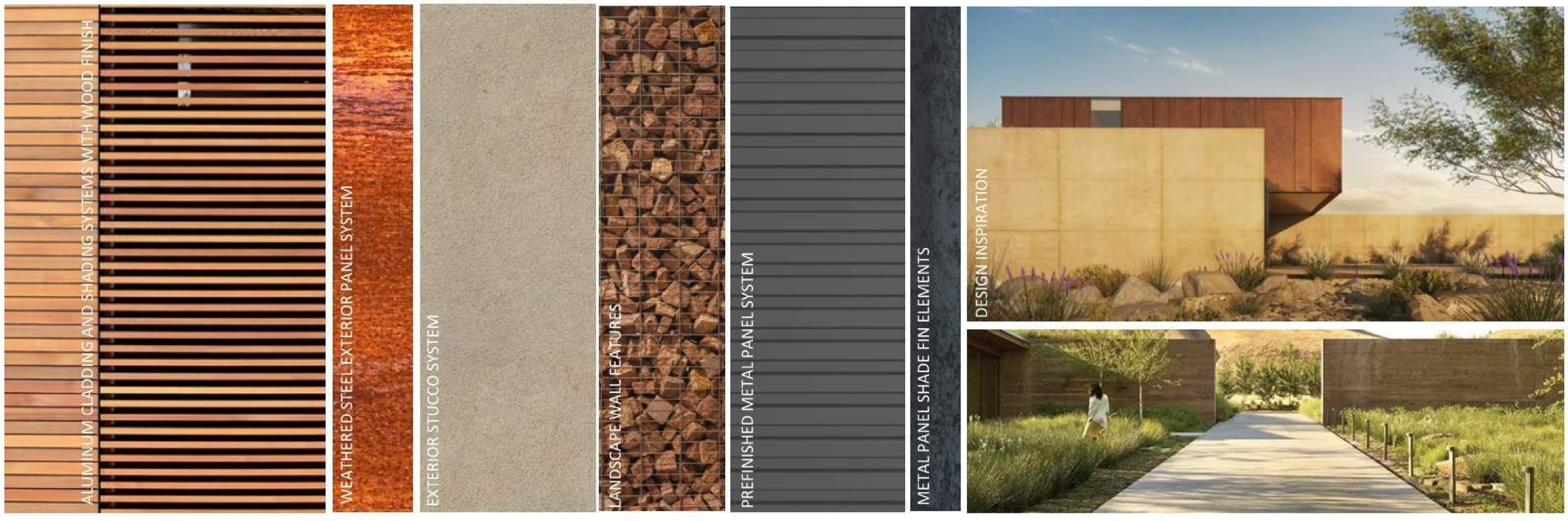
NOTICE:
UNDERGROUND UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

DATE: 4/6/22
JOB NO.: 12412-21-001
DESIGNED BY: AMH
CHECKED BY:
DWG: Site Plan
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

SITE PLAN
FOR
SILVERADO SANTA CLARA DEVELOPMENT
SANTA CLARA
UTAH

SHEET
1
1 OF 1 SHEETS



MATERIALS BOARD

Silverado Santa Clara Development

March 3, 2020

method studio

architecture | interiors | planning

TOY GARAGES
TOY GARAGES
TOY GARAGES
TOY GARAGES
TOY GARAGES
TOY GARAGES
TOY GARAGES
TOY GARAGES
(60' PUBLIC STREET)

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

HARMONS SANTA CLARA SUBDIVISION

POOL & CLUB HOUSE

APARTMENTS
APARTMENTS
APARTMENTS
APARTMENTS

RETAIL
RETAIL

CONVENIENCE

FUEL PUMP

RED MOUNTAIN DRIVE

SPORTS COMPLEX

LAVA FLOW WASH

ARTIFICIAL TURF

STAGE

RESTAURANT

PIONEER PARKWAY

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

GREEN REPRESENTS LANDSCAPE AREAS COMPLIANT WITH SANTA CLARA REQUIREMENTS

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

north

00 01 02 04

Silverado Santa Clara Development

March 3, 2020

SILVERADO MANAGEMENT

method studio
architecture | interiors | planning



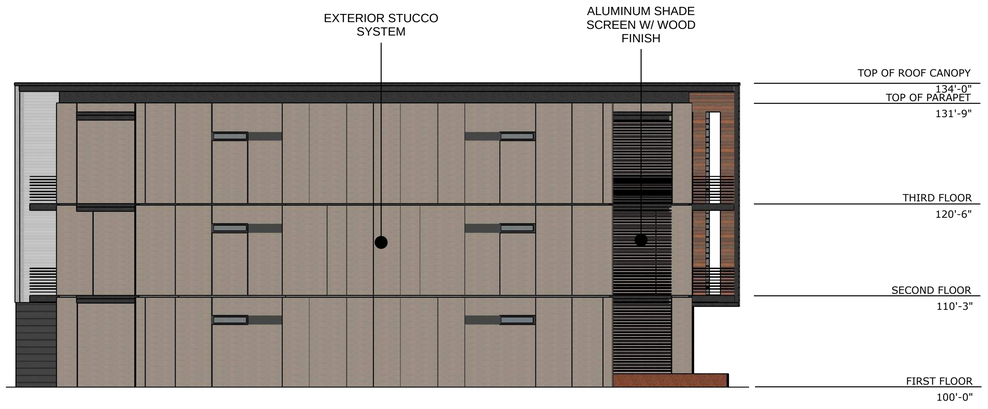
APARTMENT - FRONT ELEVATION - TYPICAL

SCALE 1/8" = 1'-0"



APARTMENT - RENDERING

NTS



APARTMENT - SIDE ELEVATION - TYPICAL

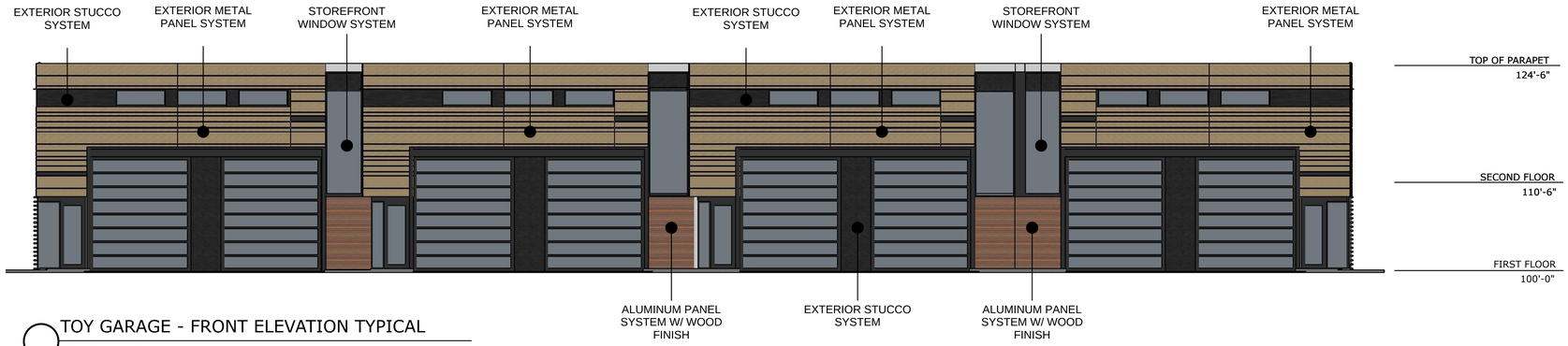
SCALE 1/8" = 1'-0"

Silverado Santa Clara Development

March 3, 2020

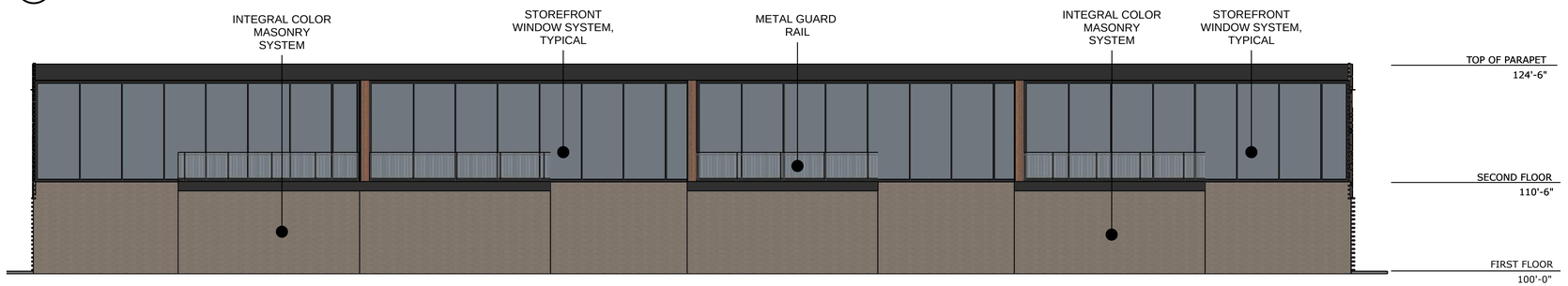
method studio

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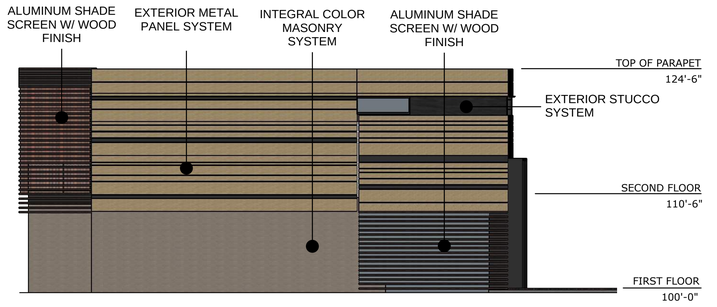
TOY GARAGE - FRONT ELEVATION TYPICAL

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 MANAGEMENT

Silverado Santa Clara Development

March 3, 2020

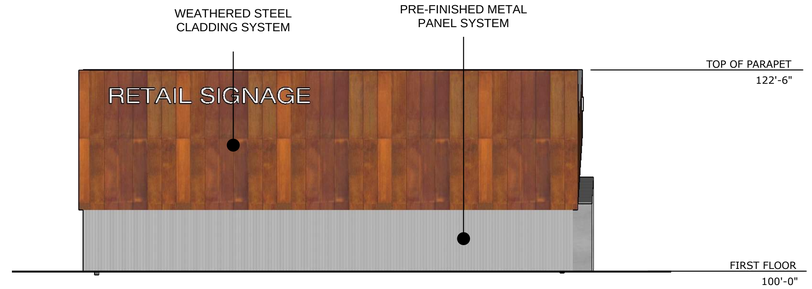
method studio

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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



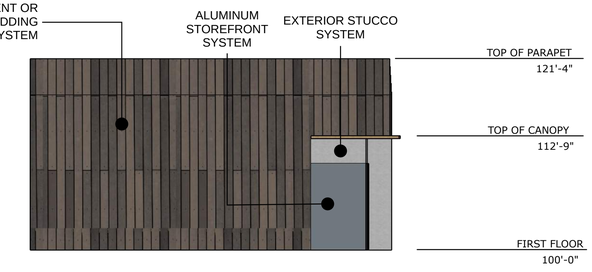
CONVENINCE STORE - RENDERING

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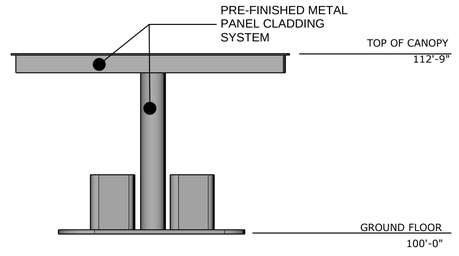
CONVENIENCE STORE - FRONT ELEVATION TYPICAL

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"

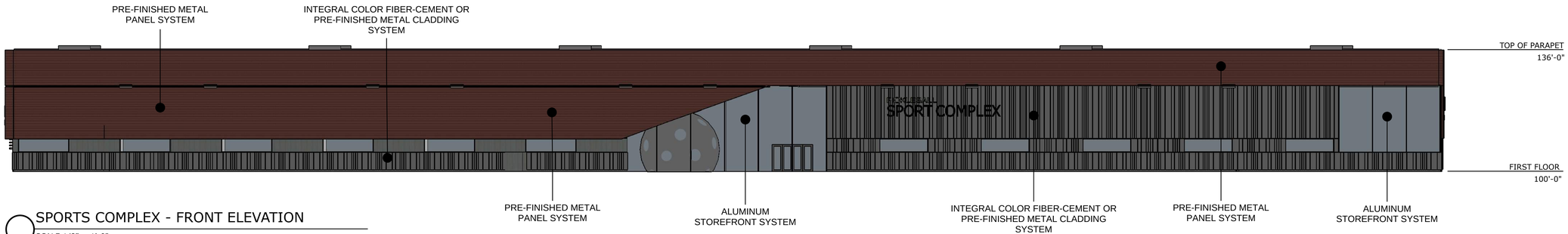
SILVERADO MANAGEMENT

Silverado Santa Clara Development

March 3, 2020

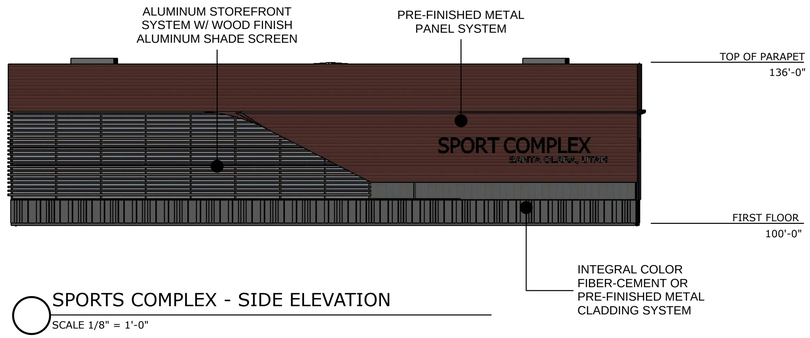
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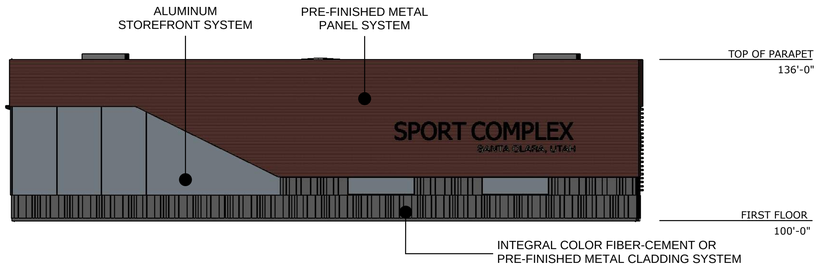
SPORTS COMPLEX - FRONT ELEVATION

SCALE 1/8" = 1'-0"



SPORTS COMPLEX - SIDE ELEVATION

SCALE 1/8" = 1'-0"



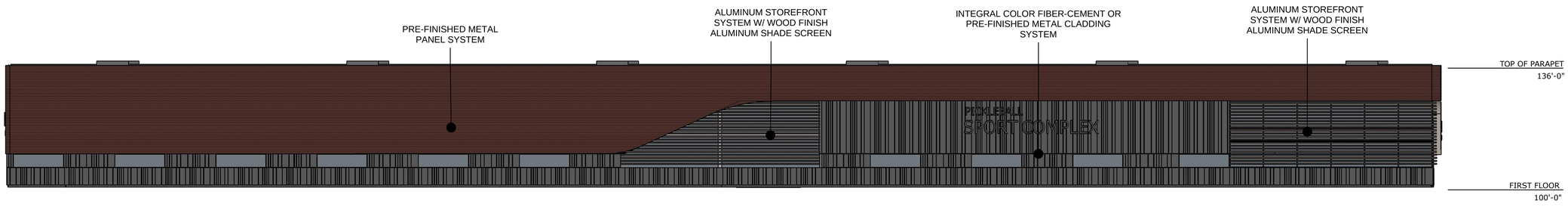
SPORTS COMPLEX - SIDE ELEVATION

SCALE 1/8" = 1'-0"



SPORTS COMPLEX - RENDERING

NTS



SPORTS COMPLEX - REAR ELEVATION

SCALE 1/8" = 1'-0"

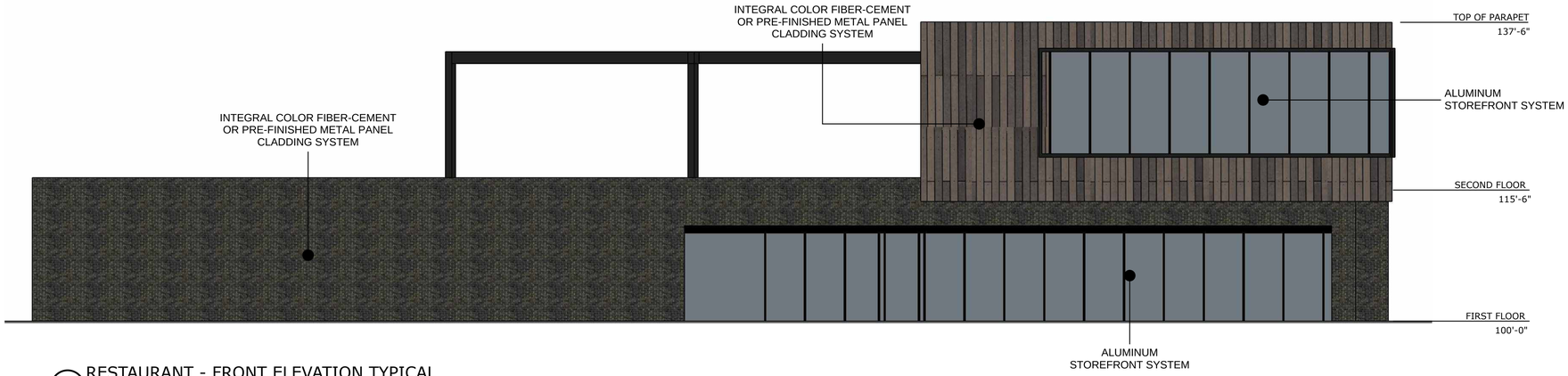
SILVERADO MANAGEMENT

Silverado Santa Clara Development

March 3, 2020

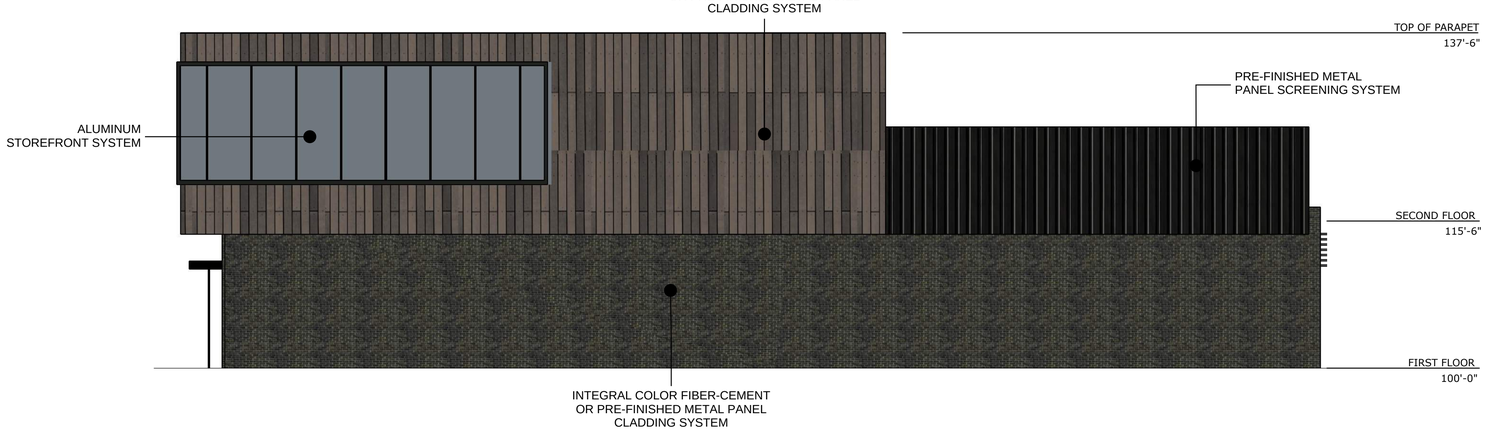
method studio

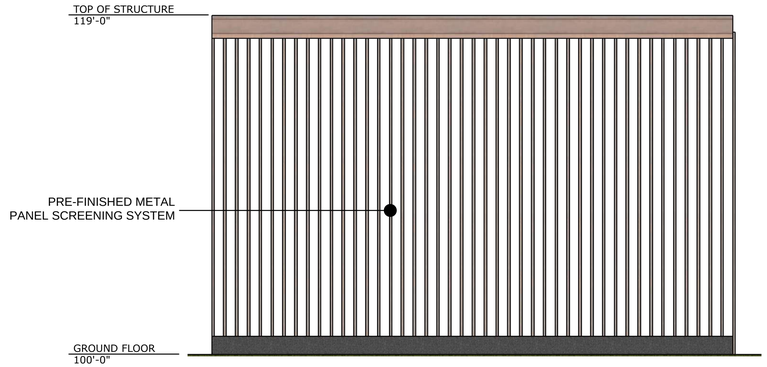
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RESTAURANT - FRONT ELEVATION TYPICAL

SCALE 1/8" = 1'-0"





OUTDOOR STAGE - FRONT ELVATION

SCALE 1/4" = 1'-0"



RESTAURANT - RENDERING

NTS



RESTAURANT - RENDERING

NTS

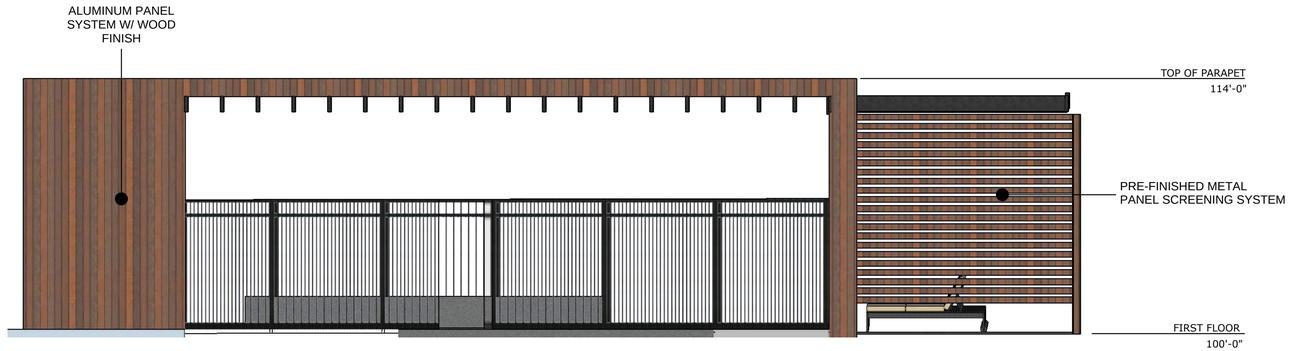
Silverado Santa Clara Development

March 3, 2020

SILVERADO MANAGEMENT

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CLUBHOUSE/POOL - FRONT ELEVATION TYPICAL

SCALE 1/4" = 1'-0"



CLUBHOUSE/POOL - FRONT ELEVATION TYPICAL

SCALE 1/4" = 1'-0"



CLUBHOUSE/POOL - RENDERING

NTS

Silverado Santa Clara Development

March 3, 2020

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LEGEND:

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

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.

PROFESSIONAL LAND SURVEYOR CERTIFICATE No. 4938716 BRANDON E. ANDERSON STATE OF UTAH

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 99.80 FEET; THENCE SOUTH 580 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° 00' 12", HAVING A RADIUS OF 482.91 FEET, AND WHOSE LONG CHORD BEARS SOUTH 880 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° 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 79° 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 "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° 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)

RENAISSANCE 6 LLC
SC-6-2-9-440121

WS BRADFORD LLC
SC-6-2-9-42012

SANTA CLARA CITY
PARCEL NO.
SC-6-2-4-221-21

SUBJECT PARCEL
903,522 SQ FT
20.74 ACRES

HARMON'S SANTA CLARA SUBDIVISION

Lot 1 | Lot 2 | Lot 3 | Lot 4 | Lot 5 | Lot 6 | Lot 7

RACHEL DRIVE (60' PUBLIC STREET)

BASIS OF BEARING — RACHEL DRIVE
N 0°37'37" E 2681.40' (COR. TO COR.)
858.22' (REC.) N 0°37'37" E 2681.14'

1/4 CORNER TO SECTION'S 8 & 9 TOWNSHIP 42 SOUTH RANGE 16 WEST SALT LAKE BASE & MERIDIAN. (FOUND REBAR)

CENTER 1/4 CORNER TO SECTION 9 TOWNSHIP 42 SOUTH RANGE 16 WEST SALT LAKE BASE & MERIDIAN. (FOUND REBAR)

N 0°37'37" E 250.27' 250.16' (REC.)

30.00' P.O.B.

N 89°22'23" W 504.53'

N 28°38'27" W 146.96'

N 16°36'53" W 238.27'

N 0°37'37" E 469.19' 469.39' (REC.)

N 88°47'13" W 703.18' 703.50' (REC.)

L=99.80', R=200.00', D=28°35'31", S 58°18'58" E 59.95'

L=85.48', R=200.00', D=24°29'16"

S 86°54'29" E 18.83'

S 82°48'14" E 264.30'

L=89.00', R=200.00', D=25°29'49"

L=279.62', R=750.00', D=21°21'41"

L=183.63', R=750.00', D=14°01'42"

S 64°38'24" E 265.08'

N 90°00'00" E 19.96'

N 81°14'21" E 50.27'

L=184.13', R=280.00', D=37°40'38"

S 46°08'29" E 192.07'

L=115.93', R=470.00', D=14°07'56"

S 60°16'25" E 39.82'

L=104.85', R=125.00', D=48°03'39"

L=94.14', R=475.00', D=11°21'19"

S 23°34'05" E 60.89'

L=94.81', R=125.00', D=43°27'36"

(RECORD) L=94.76' R=125.00' D=43°27'57"

L=337.48', R=482.91', D=40°02'26"

(RECORD) L=337.16' R=482.91' D=40°00'26"

S 68°21'37" W (REC.) S 68°21'52" W 53.92'

L=160.68', R=402.91', D=22°50'56"

N 88°47'13" W 2683.81' (COR. TO COR.)

100 YEAR FLOOD PLAIN (CASE No. 19-08-0375P PENDING APPROVAL)

FLOODWAY (CASE No. 19-08-0375P PENDING APPROVAL)

STORM DRAIN EASEMENT AGREEMENT ENTRY NO. 20090017970, 20090017971 20150035698,

49.5' RIGHT OF WAY POWER LINE EASEMENT ENTRY NO. 412529

MAINTENANCE EASEMENT ENTRY NO. 20130034238

WATER LINE EASEMENT ENTRY NO. 536751

SEWER LINE EASEMENT ENTRY NO. 520153

SEWER EASEMENT ENTRY NO. 376429

PIONEER PARKWAY

N

0 80 160
SCALE: 1"=80'

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

RECORD OF SURVEY
FOR
SILVERADO LLC

DATE: 01/15/21
JOB NO.: 12472-20
DRAWN BY: C.G.A.
CHECKED BY: B.E.A.
SCALE: 1"=80'
DWG: Survey-ROS

REVISIONS | DATE

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, UT 84790
Ph (435) 673-8586
www.racivil.com

SHEET 1 OF 1 SHEETS

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.

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
SHARED SPACES PROVIDED -	58
TOTAL SPACES PROVIDED -	250
COVERED SPACES REQ'D. -	(192/2 = 96)
COVERED SPACES PROVIDED -	96

RESIDENTIAL PARKING: (MAN CAVES)

DWELLING UNITS -	28
SPACES PER UNIT -	x 2.0
TOTAL SPACES REQ'D. -	56
STANDARD SPACES PROVIDED -	56
SHARED SPACES PROVIDED -	10
TOTAL SPACES PROVIDED -	66
COVERED SPACES REQ'D. -	(56/2 = 28)
COVERED SPACES PROVIDED -	56

SHARED PARKING:

STANDARD SPACES PROVIDED -	85
VAN ACCESSIBLE PROVIDED -	2
TOTAL SPACES PROVIDED -	89

COMMERCIAL PARKING:

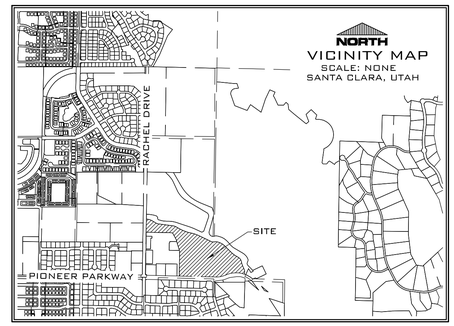
UNITS -	3
TOTAL SQ. FT. OF UNITS -	16,509
SPACES PER SQ. FT. -	1/250
TOTAL SPACES REQ'D. -	66
STANDARD SPACES PROVIDED -	60
VAN ACCESSIBLE PROVIDED -	6
SHARED SPACES PROVIDED -	21
TOTAL SPACES PROVIDED -	87

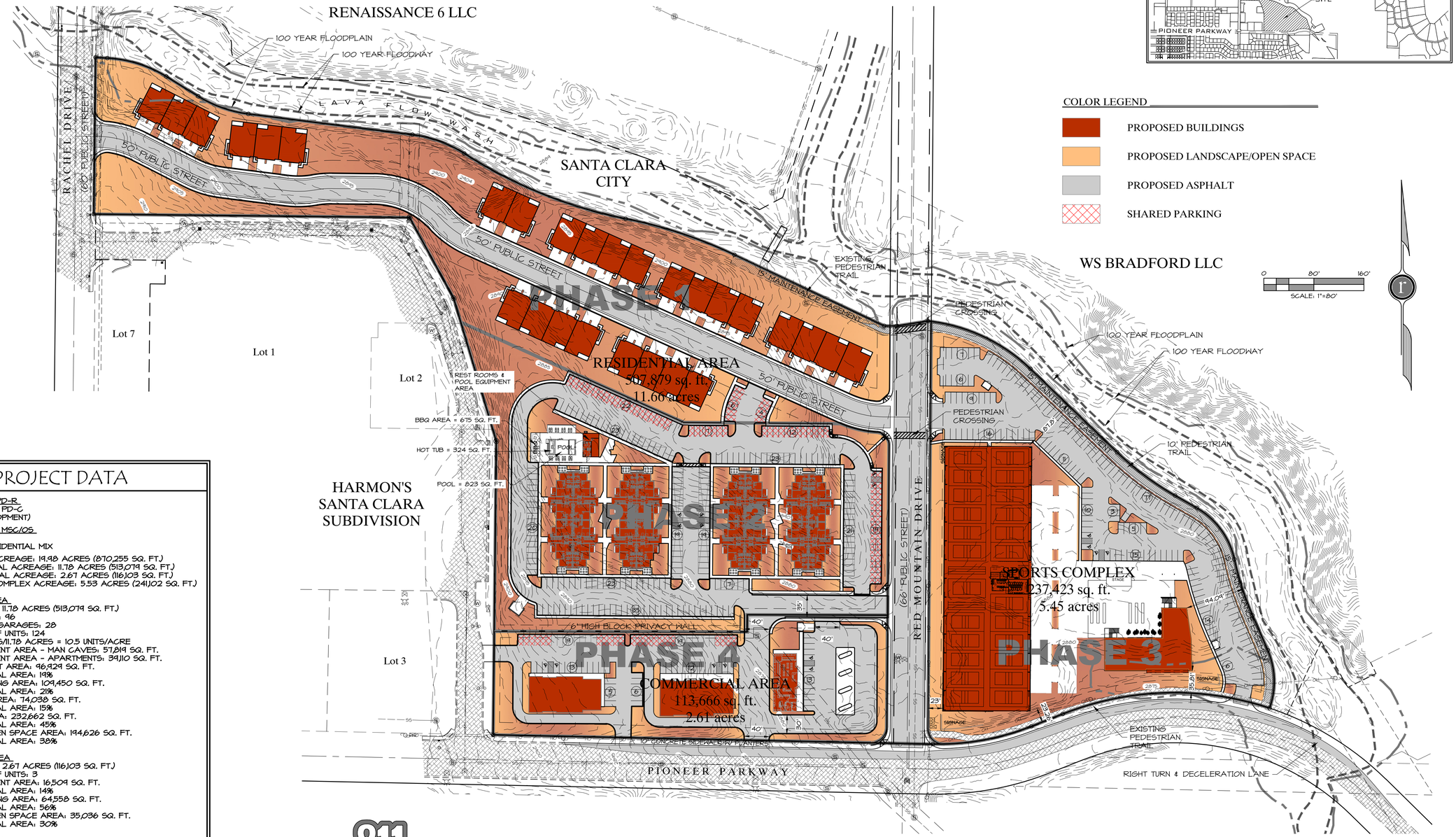
PROJECT PARKING TOTALS:

PARKING REQUIRED -	528
PARKING PROVIDED -	582
ADDITIONAL PARKING PROVIDED -	54

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 -	175
VAN ACCESSIBLE PROVIDED -	4
TOTAL SPACES PROVIDED -	179





COLOR LEGEND

- PROPOSED BUILDINGS
- PROPOSED LANDSCAPE/OPEN SPACE
- PROPOSED ASPHALT
- SHARED PARKING

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 (513,079 SQ. FT.)
TOTAL COMMERCIAL ACREAGE: 2.67 ACRES (116,103 SQ. FT.)
TOTAL SPORTS COMPLEX ACREAGE: 5.53 ACRES (241,102 SQ. FT.)

RESIDENTIAL AREA
TOTAL ACREAGE: 11.78 ACRES (513,079 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: 57,814 SQ. FT.
BUILDING FOOTPRINT AREA - APARTMENTS: 39,110 SQ. FT.
GROSS FOOTPRINT AREA: 96,924 SQ. FT.
PERCENT OF TOTAL AREA: 19%
DRIVEWAY/PARKING AREA: 109,450 SQ. FT.
PERCENT OF TOTAL AREA: 21%
PUBLIC STREET AREA: 74,038 SQ. FT.
PERCENT OF TOTAL AREA: 15%
OPEN SPACE AREA: 232,662 SQ. FT.
PERCENT OF TOTAL AREA: 45%
LANDSCAPED OPEN SPACE AREA: 194,626 SQ. FT.
PERCENT OF TOTAL AREA: 38%

COMMERCIAL AREA
TOTAL ACREAGE: 2.67 ACRES (116,103 SQ. FT.)
TOTAL NUMBER OF UNITS: 3
BUILDING FOOTPRINT AREA: 16,509 SQ. FT.
PERCENT OF TOTAL AREA: 14%
DRIVEWAY/PARKING AREA: 64,558 SQ. FT.
PERCENT OF TOTAL AREA: 56%
LANDSCAPED OPEN SPACE AREA: 35,036 SQ. FT.
PERCENT OF TOTAL AREA: 30%

SPORTS COMPLEX
TOTAL ACREAGE: 5.53 ACRES (241,102 SQ. FT.)
BUILDING FOOTPRINT AREA: 60,913 SQ. FT.
PERCENT OF TOTAL AREA: 26%
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: 91,560 SQ. FT.
PERCENT OF TOTAL AREA: 38%

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

NOTICE!
EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES. THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR SHOWN INCORRECTLY.

PROJECT OWNER/ DEVELOPER
SILVERADO DEVELOPMENT CO.
1510 EAST 840 NORTH
OREM, UT 84097

PROJECT ARCHITECT
METHOD STUDIO
360 WEST ASPEN AVENUE
SALT LAKE CITY, UTAH 84101 (801) 532-4422

PROJECT ENGINEER
ROSENBERG ASSOCIATES
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UT 84790 (435) 673-8586

GEOTECHNICAL ENGINEER
APPLIED GEOTECHNICAL AGEC
1420 SOUTH 270 EAST
ST. GEORGE, UT 84790 (435) 673-6850

UTILITY NOTES

1. ALL UTILITIES FOR THIS PROJECT WILL BE UNDERGROUND.
2. 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.

DATE: 9/14/22
JOB NO.: 12412-21-001
DESIGNED BY: AMH
CHECKED BY: JWB
DWG: Site Plan
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

SITE PLAN
FOR
SILVERADO SANTA CLARA DEVELOPMENT
SANTA CLARA
UTAH

SHEET
1
1 OF 1 SHEETS

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.

1.2.35. **Traffic Impact Study** means a traffic impact study completed on behalf of Developer and certified by a traffic engineer professionally licensed in the state of Utah, which estimates the impact of the Project on traffic volume and patterns on the public streets in the vicinity of the Project, the improvements required to mitigate said impact, and the proposed share of responsibility of Developer in the costs of said improvements.

2. <u>Development Provisions</u>.

2.1. **Mixed-Use Development.** Consistent with the general purpose of the PDC zone, the Project ill 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. Developer agrees to record, in conjunction with any final subdivision plat for the Project, a shared parking easement or other instrument containing covenants that set forth the respective rights and obligations of Developer's successors or assigns in the Project with respect to shared parking between subdivided parcels in the Project, consistent with this Agreement.

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.

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 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 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. **Traffic Impact Study; Off-site Traffic Infrastructure**. Developer shall be required to submit a Traffic Impact Study for the Project with any Subdivision Application or detailed site plan submittal, whichever comes first. The Parties agree that for any offsite traffic improvements which will not be directly constructed by Developer there shall be an "Off-site Traffic Cost Pro-ration" (or "OTC Pro-ration") which shall be Developer's share of the total cost of any off-site traffic impact mitigation improvements, which are anticipated to include at a minimum the costs of a new 4-way signal and associated improvements at the intersection of Pioneer Parkway and Red Mountain Drive, but may include other mitigation costs, all as recommended by the Traffic Impact Study. Prior to issuance of any building permit within the Project, Developer or its successor or assign shall pay the OTC Pro-ration to the City. Unless otherwise required by this Agreement, following payment of the OTC Pro-ration, Developer shall have no further obligation

to the City to participate in, pay, contribute or otherwise construct or provide any off-site traffic mitigation improvements unless an update to such Traffic Impact Study is required to address changes in the Plan within the Planned Community boundaries.

7.4. **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).

7.5. **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. Any streets which 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.

7.6. **Reimbursement.** The City shall not require Developer construct any system improvements or upsize any Public Infrastructure which is 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. For purposes of this MDA, "upsize" 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.

7.7. **Public Infrastructure Financing**. Developer has the option of applying to City for the creation of a public infrastructure district; however, Developer acknowledges that approval or denial of any such application shall be solely within the discretion of the City Council as set forth in applicable law.

8. <u>Default</u>.

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.

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:

_____
City Attorney

Attest:

_____
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)

EXHIBIT B

(Approved Project Plan)

CITY OF SANTA CLARA
ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF SANTA CLARA, UTAH, AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING DESIGNATION FROM PLANNED DEVELOPMENT RESIDENTIAL (PDR) TO PLANNED DEVELOPMENT COMMERCIAL (PDC) AND ADOPTING THE SILVERADO PROJECT PLAN AS THE OFFICIAL PLAN OF THE PDC DISTRICT LOCATED ON APPROXIMATELY 19.98 ACRES NORTHWEST OF THE INTERSECTION OF PIONEER PARKWAY AND THE FUTURE EXTENSION OF RED MOUNTAIN DRIVE.

Section 1. Amendment

WHEREAS, the applicant, Silverado LLC, is requesting an amendment of the current zone designation from Planned Development Residential (PDR) to Planned Development Commercial (PDC) incorporating the proposed Silverado Project Plan, on approximately 19.98 acres northwest of the intersection of Pioneer Parkway and the future extension of Red Mountain Drive; and

WHEREAS, the proposed Silverado Project Plan includes a mix of residential and commercial uses in four phases: (a) 28 detached residential "toy garage" units; (b) 96 multifamily residential units in four apartment buildings with 24 units each; (c) an indoor/outdoor sports (pickleball) complex and restaurant building; and (d) additional commercial space, including a gas station/convenience store building, each as more particularly depicted in the Project Plan; and

WHEREAS, pursuant to the requirements of the Santa Clara City Code, the Planning Commission conducted a properly advertised public hearing on the proposed zone change, on July 14, 2022; and

WHEREAS, the Planning Commission, during its regular meeting held on said date, voted to recommend approval of the proposed amendment to the City Council, subject to certain recommended conditions set forth in the minutes of said meeting; and

WHEREAS, the City Council, during its regular meeting held on August 10, 2022, considered the applicant's proposal and the Planning Commission's recommendations, and voted to continue the item, and

WHEREAS, the City Council, during its regular meeting held on September 28, 2022, considered the applicant's proposal and the Planning Commission's recommendations, and voted to approve the proposed amendment, subject to certain findings and conditions as set forth herein, and

NOW, THEREFORE, BE IT ORDAINED by the Santa Clara City Council, State of Utah, as follows:

Section 2. Classification

This ordinance amends the zoning ordinance and official zoning map of the City of Santa Clara, Utah.

Section 3. General Provisions

1. The zoning ordinance and official zoning map of the City of Santa Clara, Utah is hereby amended to change the designation of the following described property from Planned Development Residential (PDR), to Planned Development Commercial (PDC) incorporating the proposed Silverado Project Plan, subject to the following conditions:

a. That the applicant be required to go through the Subdivision Plat Review process including plat recordation.

b. That the applicant be required to go through the Site Plan Review process as per the PDC Zone requirements.

c. That a total of 582 parking spaces be provided as per the Project Plan. That a total of 54 shared parking spaces be provided in Phases 1, 2, and 4 as per the Project Plan.

d. 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 housed in four (4) buildings in Phase 2.

e. That at least 30% of the project area be in common open space. The Project Plan includes approximately 40% open space.

f. That a public trail be provided and put in place as per the Project Plan.

g. That project amenities be provided and put in place as per the Project Plan.

h. That the building design and materials comply with the drawings as presented by the applicant. That substantial changes to the building design and materials presented require an amendment to the Project Plan.

i. 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 consideration and approval.

j. That the applicant be required to comply with City Ordinance #2022-05, Water Efficient Landscaping & Conservation Standards.

k. That secondary water connections be required for outdoor water use.

l. That a Master Development Agreement for the project be approved by the City Council.

2. Any additional findings of the City Council as stated on the official record and incorporated into the motion to approve this action are hereby incorporated with this reference.

DESCRIPTION:

Parcel No. SC-6-2-9-43051212.

Section 4. Effective Date

This ordinance shall become effective immediately upon adoption, recording and posting in the manner required by law.

ADOPTED by a duly constituted quorum of the Santa Clara City Council this 28th day of September 2022.

IN WITNESS THERETO:

Attest:

_____ _____

Rick Rosenberg, Mayor Chris Shelley, City Recorder