

**Date:**

11/2/22

Applicant:

Mapleton Preserve LLC

Location:

2000 S Preserve Dr.

Prepared By:

Sean Conroy, Community
Development Director

Public Hearing:

No

Attachments:

1. Standard findings.
2. Application information.
3. DRC Comments.
4. Trail agreements.
5. Correspondence.

REQUEST

Consideration of a Resolution approving the preliminary plat for the Preserve Plat "B" subdivision consisting of 27 lots in the Planned Residential Community (PRC-4) zone and approval of the trail agreements.

BACKGROUND/DESCRIPTION

In 2006 the City approved a project known as The Preserve at Mapleton consisting of 92 lots divided into 7 phases. The approval included a Planned Residential Community (PRC-4) zone for the property. Plats A, D, E, F and G have been platted and consist of 65 lots.

In 2017 the City Council approved the application of a Transferable Development Right (TDR-R) Receiving Site Overlay to the undeveloped portion of the project and a concept plan that would expand the density to 169 lots. However, a referendum was successfully filed and the approval was placed on a ballot. The residents of Mapleton then subsequently overturned the Council's decision.

The applicants are now requesting approval of a preliminary plat for the final phase of the project consisting of 27 lots. The lots range in size from 2.5 to 6.5 acres in size. The project also includes a private park approximately seven acres in size. The applicants anticipate building out the remaining 27 lots in three phases.

EVALUATION

General Plan & Zoning: The project site is designated as "Rural Residential", which is intended to maintain large lots of two acres or larger. The PRC-4 zone was adopted specifically for the Preserve project and is consistent with the Rural Residential designation. The PRC-4 zone allows a mix of lot sizes, but requires a minimum lot size of 2.4 acres for this phase with a maximum of 92 total lots. The proposed lots all exceed 2.4 acres in size and would not exceed 92 total lots for the project.

Subdivision: MCC Section 17.04.050.B outlines the review standards that shall be used by the Planning Commission when reviewing subdivision applications. These standards are shown in attachment "1".

Trail Easement: The plans in 2006 showed a trail easement to the Bonneville Shoreline Trail in this phase. The applicants have

indicated that they do not want a public trail easement in this phase. They had previously offered to construct a trail at the east end of 1600 South (just north of plat "A") on property the City owns. However, when they presented this option to the City Council, there was some opposition from the neighboring property owners as well as from the Council. The proposed trail location was also quite steep, still making access a challenge. The applicants are now proposing to offer a cash donation to the City that could be used to develop or improve trail access at another location or locations (see attached agreements). Staff is supportive of this option.

Street Connectivity: The proposed subdivision will finish the road that will loop from 1600 South to Main Street through the development. There are two large parcels that abut the south and west corners of the project. Both of these parcels have street access from other locations. The proposed plat includes rights-of-way easements to these parcels that would allow future roads to be built if needed. The property owner to the south (Joyner) has requested that a full stub road be built to their property, rather than just the easement. Because of the uncertainty of whether the Joyner property actually needs the stub road, the applicants would prefer to not build a road that may not be needed.

When discussing connectivity, the following two code sections should be considered:

MCC section 17.12.020.A

"In order to facilitate the development of an adequate and convenient circulation system within the city and to provide access for the logical development of adjacent vacant properties, the city may, as a condition of approval, require the subdivision plan to include one or more temporary dead end streets (stub streets) which extend to the boundary of the subdivision."

MCC section 17.12.050.G

"Cul-De-Sacs: Cul-de-sacs shall be discouraged. Cul-de-sacs may be appropriate in cases where the possibility of future adjacent development does not exist due to topography or existing development, where an additional through street would be unnecessary, or other special circumstances as determined appropriate by the final decision making body."

The project site abuts the Mapleton Bench and the proposed roadways would all be considered local roads. The City's Transportation Plan does not anticipate the need for any major residential road or collector roads in this area. Therefore, the stub road would not be needed for any significant city-wide circulation needs. However, connecting neighborhoods and streets helps circulation in general by providing more options for vehicles and pedestrians, by spreading out traffic and by improving public safety access. The Council should discuss whether a stub road is needed for an adequate and convenient circulation system in the area.

The Joyner property is 40.5 acres in size and is zoned A-2 with a General Plan designation of "Rural Residential" (2 acre min. lots size). The property has a private driveway access from Main Street and a road that was recently stubbed into the southwest corner of the site. The subdivision ordinance allows up to 30 lots on a single access road. Based on the existing zoning and the topographic and geologic constraints of the site, staff is somewhat skeptical that more

than 30 lots could be achieved, even if the Council approved a TDR-Overlay for the site. However, without an engineered plan, we cannot say for certain.

The Council could consider the following options regarding the stub road:

- 1) Approve the preliminary plat as proposed. This includes an easement that would allow the neighboring property to construct a road in the future if it is needed for their development.
- 2) Approve the preliminary plat but require it to include a stub road to the neighboring property to the south.
- 3) Approve the first two phases of the preliminary plat but continue the third phase, which could contain the stub road, to a future date. This would allow the applicant to move forward with the first two phases and allow for more time for the Joyners to work with potential developers and the City to determine if the stub road would in fact be needed. The Planning Commission recommended this option.
- 4) Continue the application with a request for changes.

RECOMMENDATION

Approve option 3 above with the condition that the DRC comments be addressed prior to plat recording and approve the proposed trail agreements. The southern phase will be continued to allow more time to determine if a stub road to the Joyner property is necessary.

RESOLUTION NO. 2022-

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE FIRST TWO PHASES OF THE PRESERVE PLAT "B" SUBDIVISION LOCATED AT 2000 S PRESERVE DRIVE AND AUTHORIZING THE MAYOR TO SIGN THE TRAIL AGREEMENTS

WHEREAS, the project site is zoned PRC-4; and

WHEREAS, the Mapleton City Code Title 17 outlines the City's subdivision requirements; and

WHEREAS, the northern phases of the proposed subdivision plat are consistent with the PRC-4 zone and the subdivision ordinance; and

WHEREAS, the third phase of the plat shall be continued to allow more time to evaluate the need for a stub road to the property to the south; and

WHEREAS, the applicant is proposing to make a cash donation to the City for future off-stie trail improvements in exchange for the City waiving any rights to a trail easement on the subject property; and

WHEREAS, the Planning Commission reviewed this application on October 27, 2022.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to approve the Preliminary Plat for the first two phases of the preserve plat "B" subdivision and authorizing the mayor to sign the trail agreements with the findings and conditions included in the staff report dated November 2, 2022.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 2nd Day of November, 2022.

Dallas Hakes
Mayor

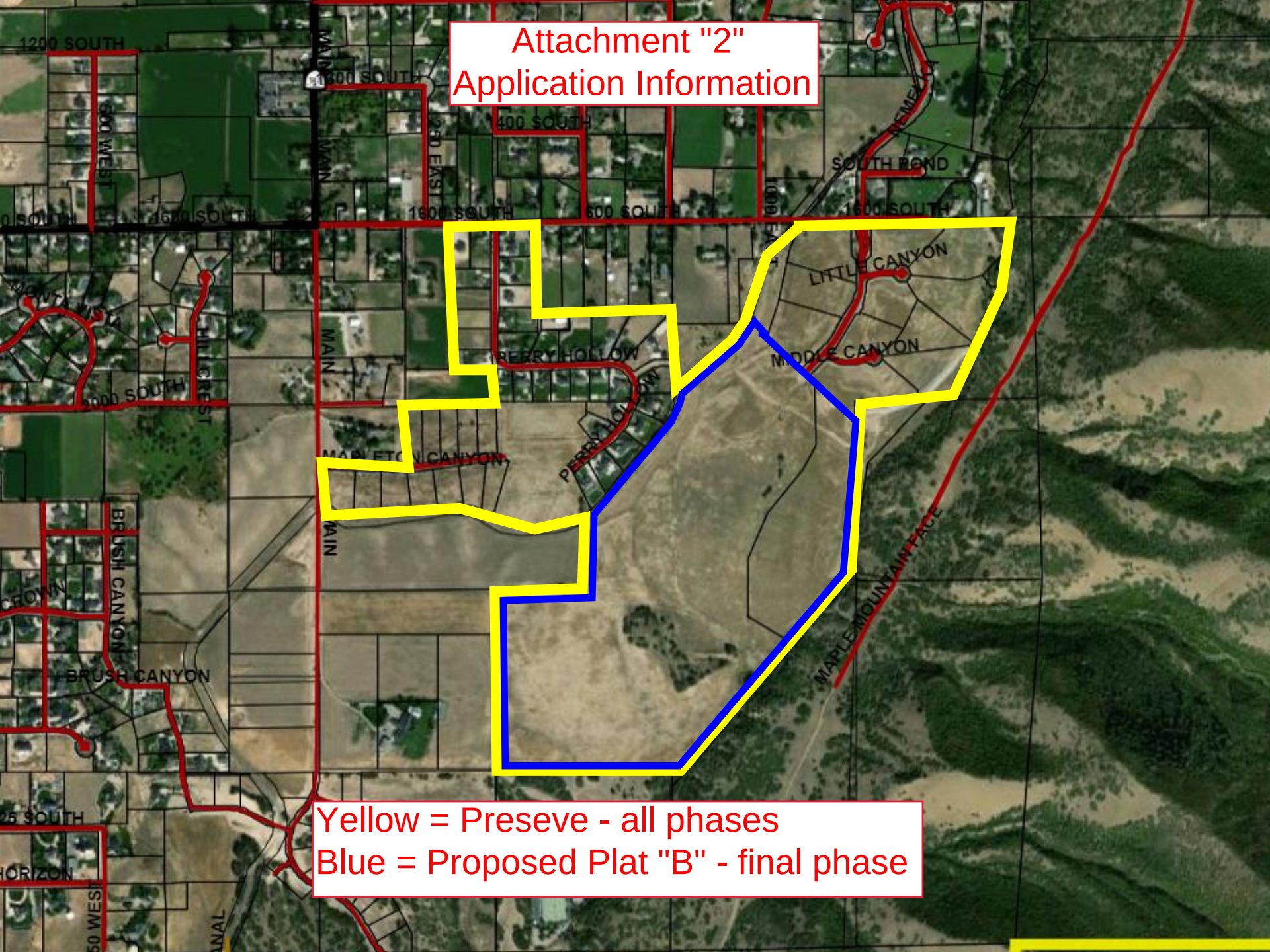
ATTEST:

Camille Brown
City Recorder

Publication Date:
Effective Date:

Attachment “1” Findings for Decision		
No.	Findings	
1.	The plans, documents and other submission materials (including technical reports where required) are sufficiently detailed for proper consideration.	✓
2.	The submitted plans, documents and submission materials conform to applicable city standards.	✓
3.	The proposed development conforms to city zoning ordinances and subdivision design standards.	✓
4.	There are not natural or manmade conditions existing on the site or in the vicinity of the site defined in the preliminary plan that, without remediation, would render part or all of the property unsuitable for development.	✓
5.	The project provides for safe and convenient traffic circulation and road access to adjacent properties under all weather conditions.	✓
6.	The project does not impose an undue financial burden on the City.	✓
7.	The location and arrangement of the lots, roads, easements and other elements of the subdivision contemplated by the project are consistent with the city's general street map and other applicable elements of the general plan.	✓
8.	The project plan recognizes and accommodates the existing natural conditions.	✓
9.	The public facilities, including public utility systems serving the area are adequate to serve the proposed development.	✓
10.	The project conforms to the intent of the Subdivision Ordinance as described MCC Chapter 17.01.	✓

Attachment "2" Application Information



Yellow = Preseve - all phases
Blue = Proposed Plat "B" - final phase

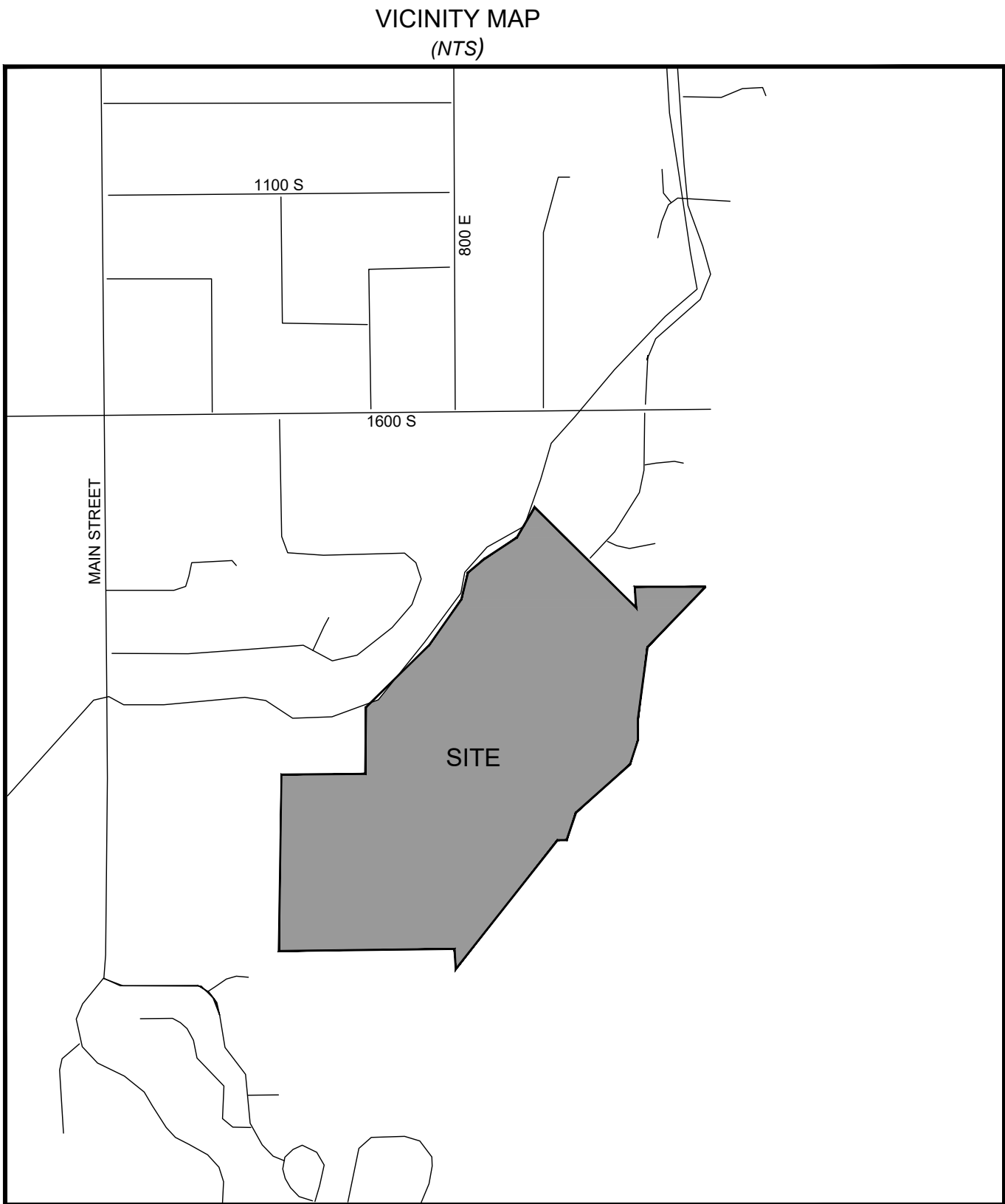
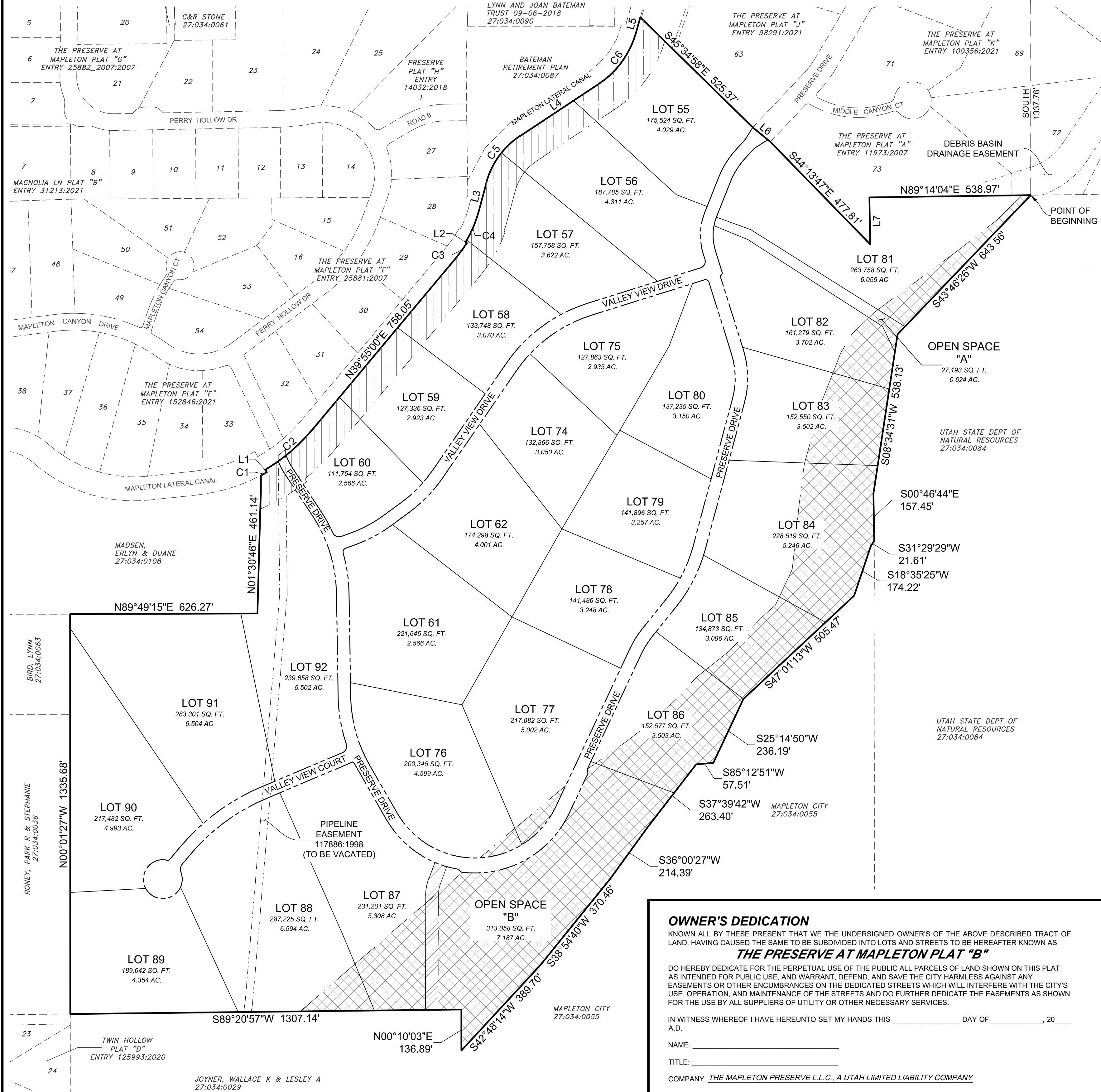
THE PRESERVE AT MAPLETON PLAT "B"

LOCATED IN SECTION 23
TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN
MAPLETON, UTAH COUNTY, UTAH

NORTH QUARTER CORNER SECTION 23,
TOWNSHIP 8 SOUTH, RANGE 3 EAST,
SALT LAKE BASE & MERIDIAN
(FOUND MONUMENT)

BASIS OF BEARING
S89°18'20"W 2666.74' (M)
(2666.88' R)

NORTHEAST CORNER SECTION 23,
TOWNSHIP 8 SOUTH, RANGE 3 EAST,
SALT LAKE BASE & MERIDIAN
(FOUND MONUMENT)



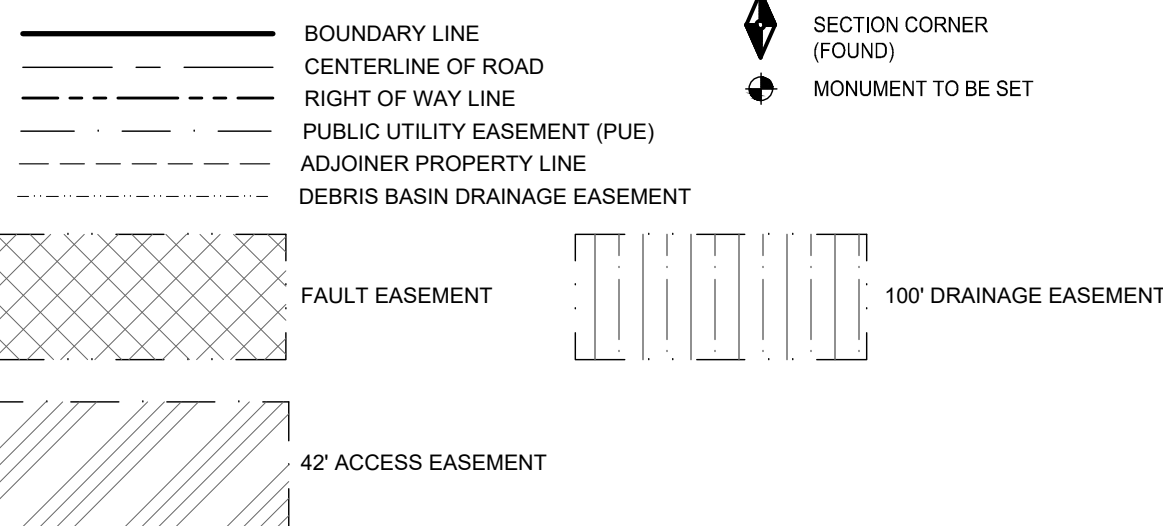
BASIS OF BEARING

BASIS OF BEARING BEING S89°18'20"W BETWEEN THE NORTHEAST CORNER AND THE NORTH QUARTER CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN

NOTES

- #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS
- RIVET TO BE SET IN THE TOP OF CURB @ PROJECTION OF SIDE LOT LINES

LEGEND



OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENT THAT WE THE UNDERSIGNED OWNER'S OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

THE PRESERVE AT MAPLETON PLAT "B"

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HANDS THIS _____ DAY OF _____, 20____ A.D.

NAME: _____

TITLE: _____

COMPANY: THE MAPLETON PRESERVE L.L.C., A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY THAT HE / SHE / THEY IS / ARE THE _____ OF THE MAPLETON PRESERVE L.L.C., A UTAH LIMITED LIABILITY COMPANY, BY AUTHORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND HE / SHEE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ MY COMMISSION NO.: _____

RESIDING IN _____ COUNTY _____

OWNER'S DEDICATION

KNOWN ALL BY THESE PRESENT THAT WE THE UNDERSIGNED OWNER'S OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

THE PRESERVE AT MAPLETON PLAT "B"

DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, OPERATION, AND MAINTENANCE OF THE STREETS AND DO FURTHER DEDICATE THE EASEMENTS AS SHOWN FOR THE USE BY ALL SUPPLIERS OF UTILITY OR OTHER NECESSARY SERVICES.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HANDS THIS _____ DAY OF _____, 20____ A.D.

NAME: _____

TITLE: _____

COMPANY: SJM DEVELOPMENT L.L.C., A UTAH LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF SALT LAKE } S.S.

ON THIS _____ DAY OF _____ A.D. 20____ PERSONALLY APPEARED BEFORE ME _____ WHO BEING BY ME DULY SWORN DID SAY THAT HE / SHE / THEY IS / ARE THE _____ OF SJM DEVELOPMENT L.L.C., A UTAH LIMITED LIABILITY COMPANY, BY AUTHORITY OF ITS MEMBERS OR ITS ARTICLES OF ORGANIZATION, AND HE / SHEE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ MY COMMISSION NO.: _____

RESIDING IN _____ COUNTY _____

SURVEYOR'S CERTIFICATE

I, SHAWN R. VERNON, A PROFESSIONAL LAND SURVEYOR LICENSED UNDER TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT, HOLDING LICENSE NO. 8744084 DO HEREBY CERTIFY THAT BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE TRACT OF LAND DESCRIBED HEREWITH, IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; AND HAVE HEREBY SUBDIVIDED SAID TRACT, KNOWN HEREAFTER AS:

THE PRESERVE AT MAPLETON PLAT "B"

AND THAT THE SAME HAS BEEN SURVEYED AND MONUMENTS HAVE BEEN PLACED ON THE GROUND AS REPRESENTED ON THE PLAT HEREON

SIGNED THIS _____ DAY OF _____, 20____.

LEGAL DESCRIPTION

A PARCEL OF LAND LYING AND SITUATED IN SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PLAT "A", THE PRESERVE AT MAPLETON, SUBDIVISION, AS RECORDED ON JANUARY 24, 2007 AS ENTRY NO. 11973:2007, MAP NO. 12074 IN THE OFFICE OF THE UTAH COUNTY RECORDER AND THE EASTERLY LINE OF THAT CERTAIN QUITCLAIM DEED BETWEEN STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES (GRANTOR) AND PHEASANT MEADOWS, L.L.C., A UTAH LIMITED LIABILITY COMPANY (GRANTEE) AS RECORDED ON NOVEMBER 1, 2010 AS ENTRY NO. 94350:2010 IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT ALSO BEING 776.30 FEET SOUTH 89°18'20" WEST AND 1337.76 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, ALONG SAID EASTERLY LINE OF SAID QUITCLAIM DEED, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 43°46'26" WEST 643.56 FEET, (2) SOUTH 08°34'31" WEST 538.13 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE, ALONG SAID WEST LINE, SOUTH 00°46'44" EAST 157.45 FEET TO THE NORTHERLY LINE OF THAT CERTAIN MAPLETON CITY PROPERTY AS DESCRIBED IN A QUITCLAIM DEED RECORDED JUNE 13, 2005 AS ENTRY NO. 62653:2005 IN THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE, ALONG SAID NORTHERLY LINE OF MAPLETON CITY PROPERTY, THE FOLLOWING NINE (9) COURSES: (1) SOUTH 31°29'29" WEST 21.61 FEET (RECORD = 21.60 FEET), (2) SOUTH 18°35'25" WEST 174.22 FEET, (3) SOUTH 47°01'13" WEST 505.47 FEET, (4) SOUTH 25°14'50" WEST 236.19 FEET, (5) SOUTH 85°12'51" WEST 57.51 FEET, (6) SOUTH 37°39'42" WEST 263.40 FEET, (7) SOUTH 36°00'27" WEST 214.39 FEET, (8) SOUTH 38°54'40" WEST 370.46 FEET, (9) SOUTH 42°48'14" WEST 389.70 FEET (RECORD = 389.73 FEET) TO QUARTER SECTION LINE, THENCE, ALONG SAID QUARTER SECTION LINE, NORTH 00°10'03" EAST 136.89 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, SOUTH 89°20'57" WEST 1307.14 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE, ALONG THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, NORTH 00°01'27" WEST 1335.68 FEET TO THE BOUNDARY AGREEMENT LINE RECORDED AS ENTRY NO. 149120:2005 AND 112:2006 WITH THE UTAH COUNTY RECORDER'S OFFICE; THENCE, ALONG SAID BOUNDARY AGREEMENT LINE, NORTH 89°49'15" EAST 626.27 FEET; THENCE, CONTINUING ALONG SAID BOUNDARY AGREEMENT LINE AND ITS LINE EXTENDED, NORTH 01°30'46" EAST 461.14 FEET TO THE SOUTHERLY LINE OF 80.00 FOOT WIDE RIGHT OF WAY OF THE MAPLETON LATERAL CANAL; THENCE, ALONG SAID SOUTHERLY RIGHT OF WAY, NORTHEASTERLY 21.55 FEET ALONG THE ARC OF A 603.15 FOOT RADIUS CURVE TO THE LEFT; THROUGH A CENTRAL ANGLE OF 2°02'48", CHORD BEARS NORTH 61°03'40" EAST 21.55 FEET; THENCE NORTH 29°45'00" WEST 10.00 FEET TO A POINT ON THE SOUTHERLY LINE OF A 50.00 FOOT WIDE RIGHT OF WAY LINE OF THE SAID MAPLETON LATERAL CANAL; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE 50.00 FOOT WIDE RIGHT OF WAY OF MAPLETON LATERAL CANAL, THE FOLLOWING THREE (3) COURSES: (1) NORTHEASTERLY 203.50 FEET ALONG THE ARC OF A 591.39 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°42'57", CHORD BEARS NORTH 49°46'28" EAST 202.50 FEET, (2) NORTH 39°55'00" EAST 758.05 FEET, (3) NORTHEASTERLY 55.49 FEET ALONG THE ARC OF A 376.42 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°26'46", CHORD BEARS NORTH 35°41'37" EAST 55.44 FEET; THENCE NORTH 57°30'29" WEST 5.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE 40.00 FOOT WIDE RIGHT OF WAY OF THE SAID MAPLETON LATERAL CANAL; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF THE 40.00 FOOT WIDE RIGHT OF WAY OF MAPLETON LATERAL CANAL THE FOLLOWING SIX (6) COURSES: (1) NORTHERLY 106.70 FEET ALONG THE ARC OF A 373.17 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°22'58", CHORD BEARS NORTH 23°23'08" EAST 106.34 FEET, (2) NORTH 15°11'17" EAST 105.86 FEET, (3) NORTHEASTERLY 195.85 FEET ALONG THE ARC OF A 271.57 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°19'13", CHORD BEARS NORTH 35°50'53" EAST 191.63 FEET, (4) NORTH 56°31'17" EAST 315.04 FEET, (5) NORTHEASTERLY 214.33 FEET ALONG THE ARC OF A 301.57 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40°43'15", CHORD BEARS NORTH 36°09'39" EAST 209.85 FEET, (6) NORTH 15°47'17" EAST 55.32 FEET TO THE EXTENSION OF THE SOUTHERLY LINE OF PLAT "J" THE PRESERVE AT MAPLETON SUBDIVISION RECORDED ON MAY 26, 2021 AS ENTRY NO. 98291:2021; THENCE, ALONG SAID EXTENSION AND THE SOUTHERLY LINE OF PLAT "J" THE PRESERVE AT MAPLETON SUBDIVISION, SOUTH 45°34'58" EAST 525.37 FEET, THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF AFORESAID PLAT "A" THE PRESERVE AT MAPLETON THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 50°47'27" EAST 76.22 FEET, (2) SOUTH 44°13'47" EAST 477.81 FEET, (3) NORTH 00°46'44" WEST 156.82 FEET, (4) NORTH 89°14'04" EAST 538.97 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,570,325 SQUARE FEET OR 127.877 ACRES

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF MAPLETON, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____

APPROVED BY: _____ MAYOR ATTEST _____ CLERK-RECORDER (SEE SEAL BELOW)

APPROVED _____ ENGINEER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE MAPLETON PLANNING COMMISSION.

DIRECTOR-SECRETARY CHAIRMAN, PLANNING COMMISSION

THE PRESERVE AT MAPLETON PLAT "B"

LOCATED IN SECTION 23
TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN
MAPLETON, UTAH COUNTY, UTAH

SURVEYOR'S SEAL

CITY ENGINEER SEAL

CLERK - RECORDER SEAL



PSOMAS

11456 South Temple Drive, Suite 200
South Jordan, Utah 84095
(801) 270-5777 (801) 270-5782 (FAX)

DATE: 09-27-2022	DESIGNED SRV
SCALE: 1"=200'	DRAFTED SRV
PROJECT No. 8SJM010100	CHECKED JT



PRELIMINARY PHASE MAP

THE PRESERVE AT MAPLETON
MAPLETON, UTAH

[illegible]

MAX BROWN INC.
31 SOUTH 400 WEST
DURHAM, UTAH 84055
OFFICE # (801) 377-1700
FAX # (801) 377-1750

DESIGNED BY: <u>J. BURNS</u> DRAWN BY: <u>B. ANDREASON</u> CHECKED BY: _____ HORIZ. 1" = 250' SCALE VERT. 1" = _____ DATE: <u>JUNE 12, 2006</u>	2005-124 JOB NO. SHEET <u>PHASE</u>
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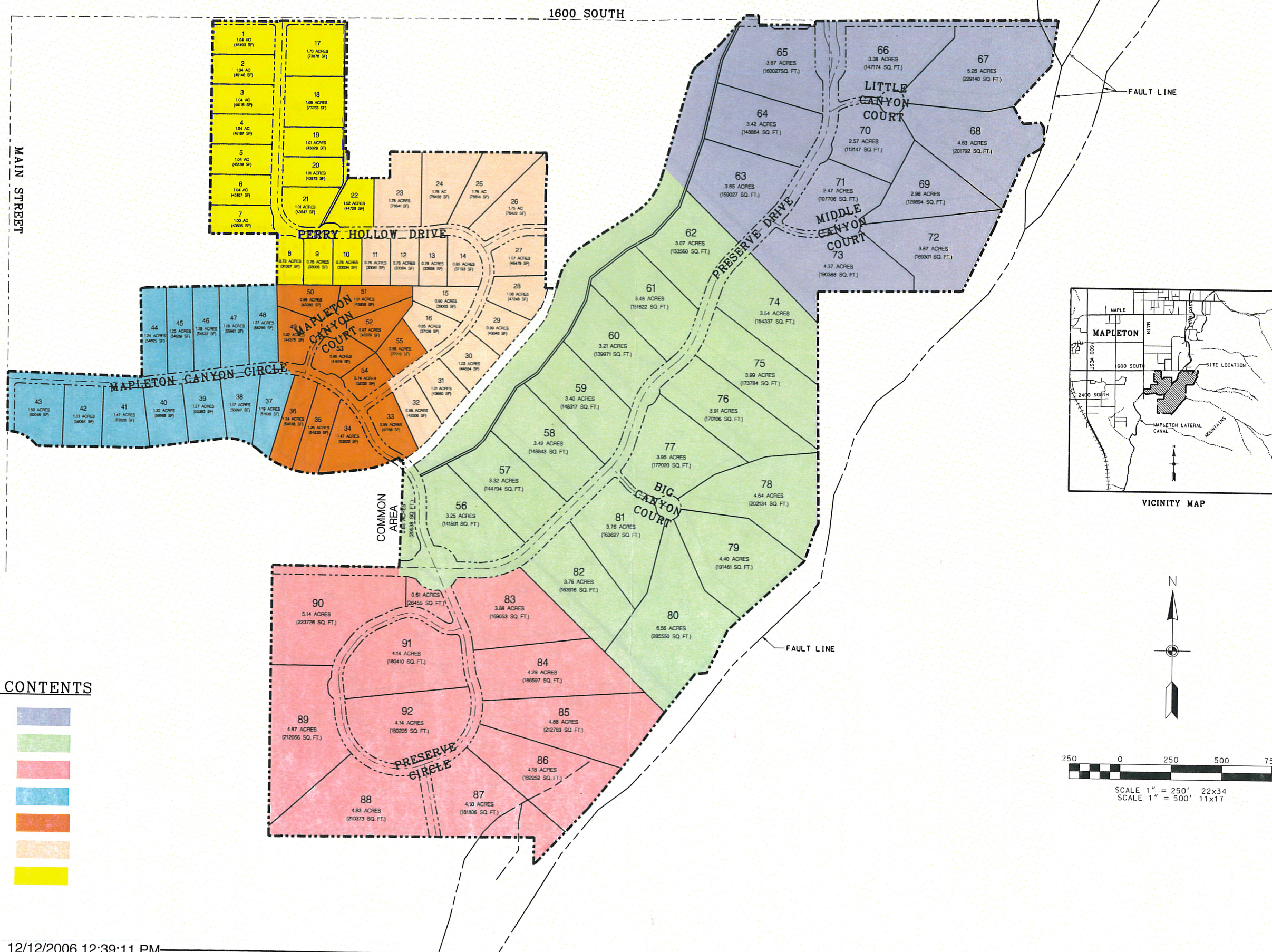


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Preserve final
phase

Joyner 40 acres

Existing stub road



Development Review Committee Minutes

October 13, 2022

On September 28, 2022 plans were submitted for the Preserve Plat "B" subdivision consisting of 27 lots. The items below include 1) requested changes to the submitted plans, 2) other items required as part of the application and/or 3) informational items regarding city standards.

Community Development Division

Sean Conroy, Community Development Director
Phone: (801) 806-9101 Email: sconroy@mapleton.org

1. Show the following additional easements on the plat
 - Standard public utility easements.
 - Debris basin and drainage easement. Are you proposing to keep this as an open ditch? What are the plans to fix the broken pipe?
2. Include notes on the final plat indicating that property owners should refer to the Geotech report prior to construction and lot owners are responsible for maintenance of storm drain basins on their property.
3. Mapleton City Code Section 18.82D.050 indicate that the setbacks for lots 55-92 are determined by the allowed building envelopes adopted in the CC&Rs. If you are intending on, or have amended the CC&Rs for these lots can you please share those amendments with staff.
4. Cross sections should show 8' planter instead of 5'.
5. Include the attached addresses on the plat.
6. If you are planning on phasing the project, you'd need to submit a full set of construction drawings for each phase prior to final plat approval for each phase.

Engineering and Public Works Division

Steven Lord, P.E. Public Works Director/City Engineer
Phone (801) 489-6253 Email: slord@mapleton.org

Engineering Reports

Notes

1. The most recent submission is missing CH107 and CG108. Update drawings to include these plan and profile sheets.



Streets

1. Provide engineering verification that the structural strength of the existing box culvert and that the new design on CU102 won't compromise the existing box.
 - a. Also clarify if the existing box will need to be lengthened in order to run under the entire proposed Right-of-Way.
2. Update reference number bubble callout on sheets CG101 & CG104.
3. Clarify linework on sheets CG103 and CG104. Are these ADA ramps?
4. At approx. stationing 49+75 (sheet CG104), update the design to show an ADA ramp mirrored on the south side.
5. A streetlight is required at every intersection. Update the intersection at approx. stationing 100+00 (Sheet CG106) to include a streetlight.
6. Streetlights are required at 600' intervals on collector streets. Update Preserve Drive to meet this streetlight requirement.
7. Update drawings to include the locations of street signs.

Pressurized Irrigation

1. Update drawings to show missing PI linework on CU105-CU109.

Culinary Water

1. Include a note on the plat indicating that homes larger than 9,400 square feet will require fire suppression sprinklers.
2. CU104 – Air Release Valves need to be located in the park strip. Update the location of this air release valve accordingly on sheet CU104 and do the same if applicable for all other situations.
3. In order to meet the fire flow requirements in the waterline in Valley View Court, the line needs to be upsized to 12".
4. CU101, CU105, CU107 & CU108 – If fittings are needed to make the turns, update the drawings to label the bends accordingly.
5. CU107 – it appears that there are two extra 11.25° bends not connected to anything.
6. CU108 & CU109 – Lot 58 needs to be updated to show a water service connection.

Storm Drain

1. The SS and SD lines running south to north between lots 61/62 and 77/78 need to be redesigned to meet the requirement that all utilities are built in the proposed roadway.
2. CU104 – Update design for SD STRC#291. It's currently not clear what flows into the structure.
3. CU108 & CU109 – The maximum allowable spacing between SD manholes is 400 feet. Update the length of SD pipe between MH47 and MH46 accordingly. Also between MH43 & MH 7.
4. CU110 – Provide information for SD MH301 on the profile view.

Sanitary Sewer

1. All sewer manholes need to be updated to have at least a 0.1-foot drop.



- a. In circumstances where the pipe connects at 90 degrees or more, the inverts need to be updated to have at least a 0.2-foot drop (MH#66).
2. Update Manhole #89 (sheet CU107 & CU108) so that the East invert connects to the manhole higher than the outfall Northwest invert. Update all connecting pipes accordingly.
3. Update the drawings to show the pipe label between MH 72 and MH 73.
4. The SS and SD lines running south to north between lots 61/62 and 77/78 need to be redesigned to meet the requirement that all utilities are built in the proposed roadway.
5. CU108 & CU109 – The maximum allowable spacing between SS manholes is 400 feet. Update the length of SS pipe between MH99 and MH98 accordingly. Also between MH95 and MH 66.

Power and Fiber

1. Include design of MCN fiber network per MCN standards.

General

(These items are intended for reference purposes only. Notice to proceed with construction will not be given until these items are either noted on the plans or discussed in a pre-construction meeting).

An excavation permit, available online at www.mapleton.org will be required for all work performed in the city right-of-way.

A 2" conduit system with services to each home will be required in the PUE. Please note such on the plans. Contractor to contact Public Works for details.

All utility crossings will be marked with etchings in the back of curb.

Public Works inspections will be required on all utilities prior to backfill. Inspections will include GPS data collection of all fittings and appurtenances.

Please follow APWA standards and specifications unless otherwise identified in the Mapleton City Supplement to APWA Standards and Specifications available online at www.mapleton.org.

A Storm Water Pollution Prevention Plan (SWPPP) permit will be required. Please contact JD Shepherd at Mapleton City Public Works with questions.

Any work on Mapleton Irrigation Company ditches will be approved by the Irrigation Company.

Any work on dry utilities including but not limited to power, gas, and communications will be coordinated and approved by the relevant utility company and must be installed within the public utility easement.

Concrete Collars will be required on all valves and manholes in the roadway.

Any work in UDOT Right-of-Way will require a separate UDOT access and encroachment permit.



Please ensure 10' separation between culinary water and sanitary sewer lines.

A maintenance plan and agreement will be required and recorded for all storm drain retention basins.

A note must be placed on the plans to identify any existing fences and/or improvements on adjacent properties. If construction requires the removal of or results in damage to these items, they must be replaced before the final development inspection can be completed.

A stamped and signed plan set will be delivered electronically to the City Engineer prior to commencement of any construction.

FYI, Prior to plat recording:

- ☐ Revise drawings to address any outstanding issues raised in the DRC comments and/or project conditions.
- ☐ Applicant may choose to either 1) establish a performance bond and durability bond agreement prior to plat recording (see attached bond estimate) or 2) to install any required improvements (i.e. utilities, roads, curb, gutter, sidewalk, etc.) without a performance bond (10% durability bond still required). If option 2 is selected, the plat will not be recorded until the City has accepted the improvements.
- ☐ Payment of impact fees of \$123,495.57 (\$4,573.91). An additional fee of \$10,089.52 per lot will be required at the time of building permit.
- ☐ Payment of engineering inspection fee of \$5,400.
- ☐ Payment of slurry seal fees of \$.18 a square foot of asphalt.
- ☐ Submit 94.5 acre feet of water.
- ☐ Pay all rollback taxes if applicable.
- ☐ Submit final mylar with all required signatures.
- ☐ Submit a check made out to Utah County Recorder for \$50 per page + \$2 per lot.

TRAIL DEVELOPMENT AGREEMENT

This Trail Development Agreement (“**Agreement**”) is made and entered into effective as of _____, 2022 (“**Effective Date**”) by and between SJM Developments LLC, a Utah limited liability company (the “**Developer**”), and Mapleton City, a municipality and political subdivision of the State of Utah (the “**City**”).

RECITALS

A. The Developer owns the real property known generally as The Preserve at Mapleton and particularly described in the attached “**Exhibit A**” and incorporated by this reference (the “**Developer Land**”).

B. The City and a prior owner of the Developer Land agreed to certain parks and public trail parking and access rights within the Developer Land, as outlined in the Resolution attached hereto as “**Exhibit B**” (the “Resolution”) and the Memorandum of Understanding attached hereto as “**Exhibit C**” (the “MOU”). The Resolution mentions certain parks and public trail access obligations, including Sections 3 and 11 of the Resolution, which the City believes remain binding on the Developer. Likewise, the MOU purports to impose certain parking access requirements on the Developer. The Developer believes the Resolution and the MOU are illegal exactions and, for other reasons, are not binding on the Developer. In compromise of their respective positions, the City and the Developer enter into this Agreement, which Agreement entirely supersedes and replaces the Resolution and the MOU. The Resolution and MOU will be ineffective with respect to the Developer Land upon execution of this Agreement.

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

ARTICLE I COMPROMISE

1.1 One-Time Payment. Within 60 days after the City’s final approval of a subdivision plat for The Preserve at Mapleton Plat “L” substantially in the form attached hereto as “**Exhibit D**”, Developer agrees to make a one-time payment (the “Payment”) in the amount of \$432,000 to the City for the City’s use in acquiring or improving parks, parking, access, or trails relating to the Bonneville Shoreline Trail or any other use in the City’s sole discretion. Immediately upon the Developer making the Payment to the City, the City agrees that all obligations relating in any way to public parking, pond, trail dedication, trail access, or any related matter, as outlined in or implied by the Resolution and MOU or any other document, meeting minutes, memorandum, letter, communication, or other instrument, have been fully and unconditionally satisfied, and the Developer shall have no further obligations to the City with regards to public parking, trail access, or trail dedication, of any kind within the Developer Land. Without limiting the foregoing, the City acknowledges and agrees that the Developer will never have any obligation to donate or convey land, or an easement, or a license, or any other right or interest upon any portion of the Developer Land for parks, trails, parking, trail access, or pond use or access. The City acknowledges and

agrees that all ponds, parking, trail access, and trails within or upon the Developer Land are private, to be maintained and used solely by the homeowner's association within the Developer Land and any members of that homeowner's association, and nobody else. Neither the City nor the general public shall have any rights to use, access, or cross such pond(s), park(s), trail easement(s), trail(s), and parking area(s) without the permission of the homeowner's association in the association's sole and absolute discretion.

1.2 Easement Release. To the extent the City or the general public may already have any pond, park, trail, trail access, or parking easement, license, or right upon any portion of the Developer Land ("Existing Rights"), the City hereby unconditionally releases and terminates such Existing Rights and agrees to sign such instruments and take such actions as Developer may reasonably request in order to clearly establish the full release and termination of the Existing Rights. Without limiting the generality of the foregoing, concurrently with the execution of this Agreement the City agrees to execute and deliver to Developer a signed and notarized original of the Easement Termination Agreement substantially in the form attached hereto as "**Exhibit E**" (the "Easement Termination Agreement"). Developer may immediately cause the Easement Termination Agreement to be recorded. The purpose of the Easement Termination Agreement is to provide a recorded release of the Existing Rights.

ARTICLE II GENERAL PROVISIONS

2.1 No Joint Venture, Partnership, Third-Party Rights or Agency. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, and does not create any rights or benefits to third parties. No agent, employee or servant of the Developer or the City is or shall be deemed to be an employee, agent or servant of the other party. None of the benefits provided by any party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, contractors or servants of the other party. The parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors and servants throughout the term of this Agreement.

2.2 Integration. This Agreement, including the Recitals, exhibits and attachments, each of which are incorporated into and made an integral part of this Agreement, contains the entire agreement of the parties hereto with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

2.3 Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

2.4 Amendment. The parties or their successors in interest may mutually, by written agreement, choose to amend this Agreement at any time. Any material amendment of this Agreement shall require the prior approval of the City Council; otherwise, minor modifications shall not require prior approval of the City Council but rather shall only require the approval or consent of applicable City staff.

2.5 Non-liability of Officers, Representatives, Agents, or Employees. No officer, representative, agent, or employee of either party shall be personally liable to the other party or any successor-in-interest or assignee of the other party, in the event of any default or breach by such party or for any amount which may become due such party or its successors or assignee, for any obligation arising out of the terms of this Agreement.

2.6 Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have venue in Utah County, Utah.

2.7 Contra Proferentum. This is an arm's-length Agreement: The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either party.

This Trail Development Agreement is agreed to by:

“DEVELOPER”

SJM DEVELOPMENTS LLC

By: _____
Printed Name:
Title:

“CITY”

MAPLETON CITY

By: _____
Printed Name:
Title:

Attest:

By: _____
Printed Name:

Title:

Approved as to Form:

By: _____

Printed Name:

Title:

EXHIBIT A

DEVELOPER LAND

That certain real property located in Utah County, State of Utah, described as follows:

PARCEL 1: ([27-034-0069](#) & [27-034-0070](#))

A parcel of land being a portion of the Southeast 1/4 of Section 14, and Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows: Commencing at a Brass Cap Monument marking the Northeast Corner of said Section 23; thence South 0.449 feet and East 0.013 feet (per a Warranty Deed from Orton to Deseret Title Holding Company, recorded as Entry No. 48825-79) to the real point of beginning; thence the following four (4) courses and distances along said Warranty Deed, (1) South 01°43'20" East a distance of 1336.41 feet; (2) thence South 89°14'04" West a distance of 1355.50 feet; (3) thence South 00°46'44" East a distance of 1338.33 feet; (4) thence South 00°04'49" West a distance of 2702.98 feet to the south line of Section 23; thence South 88°54'16" West along said south line, a distance of 1381.72 feet to a Brass Cap Monument marking the South 1/4 Corner of Section 23; thence North 00°09'53" East along the N-S mid section line, a distance of 1354.64 feet to a found iron pin, LS # 142870; thence South 89°20'38" West along the south line of the Northeast 1/4 of the Southeast 1/4 of Section 23, a distance of 1307.19 feet to a found iron pin LS # 142870; thence North 00°01'42" West along the west line of the Northeast 1/4 of the Southeast 1/4 of Section 23 a distance of 1331.47 feet to the south line of the Whiting Property as described in a Quit Claim Deed, Entry No. 35885-79; thence along said property the following two (2) courses and distances: (1) east a distance of 668.32 feet; (2) thence North 502.80 feet to the southerly line of the Mapleton Lateral Canal; thence along the southerly line of said Canal as follows, northeasterly 182.63 feet along the arc of a non-tangent 588.14 foot radius curve to the left, said curve having a central angle of 17°47'31" and subtended by a chord that bears North 48°54'34" East a distance of 181.90 feet to the curve's end; thence North 40°00'49" East a distance of 758.05 feet to a point of curvature of a 373.17 foot radius curve to the left; thence northeasterly 161.05 feet along the arc of said curve, having a central angle of 24°43'38" and subtended by a chord that bears North 27°39'00" East a distance of 159.80 feet to the curve's end; thence North 15°16'49" East a distance of 105.86 feet to a point of curvature of a 271.57-foot radius curve to the right; thence northeasterly 195.85 feet along the arc of said curve, having a central angle of 41°19'13" and subtended by a chord that bears North 35°56'26" East a distance of 191.63 feet to the curve's end; thence North 56°36'49" East a distance of 315.04 feet to a point of curvature of a 301.57-foot radius curve to the left; thence northeasterly 214.33 feet along the arc of said curve, having a central angle of 40°43'15" and subtended by a chord that bears North 36°15'11" East a distance of 209.85 feet to the curve's end; thence North 15°52'49" East a distance of 530.75 feet to a point of curvature of a 80.54-foot radius curve to the right; thence northeasterly 46.36 feet along the arc of said curve, having a central angle of 32°58'49" and subtended by a chord that bears North 32°22'14" East a distance of 45.72 feet to the curve's end; thence North 48°52'49" East a distance of 55.46 feet to a point of curvature of a 731.34-foot radius curve to the left; thence northeasterly 99.54 feet along the arc of said curve, having a central angle of 07°47'54" and subtended by a chord that bears North 44°58'52" East a distance of 99.46 feet to the curve's end; thence North 41°04'49" East a distance of 194.80 feet; thence leaving said Canal, North 88°56'07" East a distance of 62.82 feet; thence South 00°26'45" East a distance of 42.15 feet; thence North 89°23'48" East a distance of 212.15 feet; thence South 89°27'24" East a distance of 64.83 feet; thence North 00°44'56" West a distance of 21.24 feet; thence North 89°05'14" East a distance of 1342.19 feet to the real point of beginning. (Basis of Bearing is the Utah State Coordinate System, Central Zone or South 89°18'20" West along the North line of said Section 23.)

LESS AND EXCEPTING a parcel of land lying within the East 1/2 of Section 23, Township 8 South,

Range 3 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows: Commencing at a Brass Cap Monument marking the Northeast Corner of said Section 23; thence South 2501.53 feet and West 1299.61 feet to the Grantor's East Property line, (as described in that certain Warranty Deed from Orton to Deseret Title Holding Company, recorded as Entry No. 48825-79) which shall be the real point of beginning and running: thence South 00°46'44" East 191.06 feet; thence South 00°04'44" West 2702.98 feet; thence South 88°54'16" West 1381.72 feet; thence North 00°09'53" East 1217.72 feet; thence North 42°48'14" East 389.73 feet; thence North 38°54'40" East 370.46 feet; thence North 36°00'27" East 214.39 feet; thence North 37°39'42" East 263.40 feet; thence North 85°12'51" East 57.51 feet; thence North 25°14'50" East 236.19 feet; thence North 47°01'13" East 505.47 feet; thence North 18°35'25" East 174.22 feet; and thence North 31°29'29" East 21.60 feet to the real point of beginning. (Basis of Bearing is the Utah State Coordinate System, Central Zone of South 89°18' 20" West along the North line of said Section 23.)

ALSO LESS AND EXCEPTING a parcel of land lying within the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows: Commencing at a Brass Cap Monument marking the Northeast Corner of said Section 23; thence South 0.449 feet and East 0.013 feet (as described in that certain Warranty Deed from Orton to Deseret Title Holding Company, recorded as Entry No. 48825-79) to the real point of beginning and running; thence the following two (2) courses and distances along the boundary described by said Warranty Deed: South 01°43'20" East 1336.41 feet; and thence South 89°14'04" West 642.81 feet; thence along the following eleven (11) courses: North 25°52'40" East 350.67 feet; thence North 23°13'14" East 377.26 feet; thence North 59°23'26" East 86.38 feet; thence North 38°10'48" East 34.81 feet; thence North 02°41'47" West 83.17 feet; thence North 37°19'35" West 25.81 feet; thence South 84°48'35" West 86.43 feet; thence North 29°54'24" West 98.09 feet; thence North 42°39'03" East 275.80 feet; thence North 07°57'21" East 227.11 feet to the North line of Grantors Property; and thence North 89°05'14" East 141.21 feet to the real point of beginning. (Basis of Bearing is the Utah State Coordinate system, Central Zone or South 89°18'20" West along the North line of said Section 23.)

ALSO LESS AND EXCEPTING any portion lying within the bounds of Plat "A", The Preserve at Mapleton Subdivision, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

PARCEL 2: (27-034-0093)

Beginning at a point which is North 00°18'56" West along the section line 533.15 feet and East 1292.61 feet from the West Quarter Corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 16°11'43" East 429.36 feet; thence North 51°55'31" West 103.13 feet; thence North 02°02'25" West 381.40 feet; thence North 89°38'53" East 670.79 feet; thence South 00°37'25" East 91.97 feet; thence South 36°59'17" West 83.46 feet; thence South 36°48'11" East 210.08 feet; thence South 53°11'49" West 243.18 feet; thence South 25°21'51" East 366.56 feet to the northerly line of the Mapleton Lateral Canal right of way; thence along said northerly line the following five (5) calls: along the arc of a 543.14 foot radius curve to the right 104.92 feet through a central angle of 11°04'06", the chord of which bears South 54°42'57" West 104.76 feet; North 29°45'00" West 20.00 feet to a point of curvature; along the arc of a 523.14 foot radius curve to the right 216.09 feet through a central angle of 10°57'08", the chord of which bears South 72°05'00" West 214.56 feet; South 83°55'00" West 155.34 to a point of curvature; along the arc of a 427.68 foot radius curve to the right 294.61 feet through a central angle of 39°28'06", the chord of which bears North 76°20'57" West 288.82 feet to the point of beginning.

PARCEL 3:

Lots 63, 64, 65, 66, 68, 69, 70, 71 and 72 and the area designated as "Open Space", Plat "A", The Preserve at Mapleton Subdivision, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

PARCEL 4:

Lots 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48, Plat "D", The Preserve at Mapleton Subdivision, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

EXHIBIT B

RESOLUTION

RESOLUTION NO. 2006-49

A RESOLUTION APPROVING THE PRESERVE AT MAPLETON "A, D, F & G" FINAL SUBDIVISION PLATS, AND A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE SUBDIVISION MYLAR.

WHEREAS, the applicant has made a valid application Final Plat approval in accordance with the Mapleton City Code, and;

WHEREAS, the Planning Commission has made a formal recommendation of approval for the Final Plat, and;

WHEREAS, the applicant has demonstrated that he meets all of the applicable code requirements.

NOW THEREFORE, BE IT RESOLVED that the City Council Approve the Preserve at Mapleton Plats "A, D, F & G", and authorizes the Mayor to sign the plat to execute the same, with the following conditions:

1. The retention pond will be owned by the HOA. All HOA property will be maintained by the Preserve at Mapleton HOA. In the event the HOA fails to meet the maintenance of these water retention areas, the land will be deeded to the City.
2. That a 10' easement be required on lots 66 and 67 including street improvements of curb, gutter and sidewalk.
3. That the common parking area proposed by David Simpson recommended for parking be negotiated with the parks committee as to who would pay for what and its design.
4. That David Simpson and his attorney, Grant Sumsion, agreed that they stated in this meeting they would be responsible in supplying the water and its infrastructure to the subdivision regardless of their interpretation of the development agreement.
5. That lots 63, 64 and 65 are able to obtain building permits, but the remaining lot in Plat A will not until adequate water pressure is established.
6. That David Simpson agrees to pay the bridge reimbursement and obtain the balance that is owed to him by Suburban Land Reserve.
7. That the developers agree that the debris basin will be maintained by the HOA.
8. The total lot approval is 55 for 2006.
9. The Preserve at Mapleton to dedicate within 1 year after final plat approval of phase 1, a 10 acre parcel of land on a location to be mutually agreed between the City and the Preserve at Mapleton.
10. Completion of CCR's and HOA agreement with approval from the City's attorney and filed with Mapleton City.
11. Require a 10' public easement for access to the Bonneville Shoreline Trail between lots 76, 77, and 78.
12. A delay agreement for a deletion of road by lots 25 and 26 after 15 years. The amount of the road to be determined by our City Engineer and refunded at a later date.
13. Plans submitted for the current pressurized irrigation lines from the Orton and Whiting Wells. Plans for the proposed lines to be ran in the streets, or any proposed changes to any lot lines in the subdivision.

This resolution adopted this 17th day of October, 2006, by the City Council of Mapleton City, Utah.


M. James Brady
Mayor

ATTEST:


Camille Brown
City Recorder



EXHIBIT C

MEMORANDUM OF UNDERSTANDING

EXHIBIT D

Plat “L”

Exhibit E

Easement Termination Agreement

[attached]

WHEN RECORDED, RETURN TO:

McDonald Fielding, PLLC
Attn: Kyle Fielding
321 N Mall Dr. Suite K101
St. George UT 84790

Parcel No(s).

EASEMENT TERMINATION AGREEMENT

This EASEMENT TERMINATION AGREEMENT ("Agreement") is made by and between Mapleton City, a municipality and political subdivision of the State of Utah ("City"), and SJM Developments LLC, a Utah limited liability company ("Developer"), effective as of _____, 2022 (the "Effective Date").

RECITALS

A. Developer is the owner of certain property located in Utah County, Utah as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. City purports to be the holder of an easement and other rights in and to the Property, relating to pond, park, trail, parking, and/or access rights in and to the Property, under the following (collectively, the "Claimed Rights"): (i) a Memorandum of Understanding recorded on September 23, 2008, as Entry No. 104695:2008 in the official records of the Utah County Recorder; (ii) a Resolution of the City Council numbered 2006-49, dated October 17, 2006, and/or (iii) notes, files, minutes, and/or correspondence in certain City files relating to prior development applications for the Property.

C. City and Developer have entered into that certain Trail Development Agreement dated on or about the date hereof, under which Developer agreed to make a one-time payment to the City in exchange for the City agreeing to release, terminate and extinguish all of the Claimed Rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Release of Claimed Rights. All of the Claimed Rights are hereby unconditionally, absolutely, and irrevocably released, terminated, and extinguished. No Claimed Rights survive the execution of this Agreement. The City hereby unconditionally, absolutely, and irrevocably releases

and discharges the Property from all burdens, effects, servitudes and impacts of the Claimed Rights.

2. General Provisions.

2.1 Recitals and Exhibits Incorporated. The Recitals set forth above are true and correct and are incorporated herein by this reference. The Exhibits attached hereto are also incorporated herein by this reference.

2.2 Construction. This instrument shall be construed in accordance with the laws of the State of Utah without giving effect to its conflict of laws principles.

2.3 Amendment. The parties may amend this Agreement only by a written instrument executed by the parties and recorded in the Office of the Utah County Recorder.

2.4 No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

2.5 Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties, and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on any of the parties unless reduced to writing and duly executed and delivered by the parties.

AGREED TO BY:

DEVELOPER:

SJM DEVELOPMENTS LLC

By: _____
Printed Name:
Title:

STATE OF _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of SJM Developments, LLC.

NOTARY PUBLIC
[Seal]

AGREED TO BY:

CITY:

By: _____
Printed Name:
Title: Mayor

Attest:

By: _____
Printed Name:
Title:

Approved as to Form:

By: _____
Printed Name:
Title:

STATE OF _____)
: ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by _____, the Mayor of Mapleton City.

NOTARY PUBLIC
[Seal]

Exhibit A

Developer's Property

That certain real property located in Utah County, State of Utah, described as follows:

PARCEL 1: (27-034-0069 & 27-034-0070)

A parcel of land being a portion of the Southeast 1/4 of Section 14, and Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows: Commencing at a Brass Cap Monument marking the Northeast Corner of said Section 23; thence South 0.449 feet and East 0.013 feet (per a Warranty Deed from Orton to Deseret Title Holding Company, recorded as Entry No. 48825-79) to the real point of beginning; thence the following four (4) courses and distances along said Warranty Deed, (1) South 01°43'20" East a distance of 1336.41 feet; (2) thence South 89°14'04" West a distance of 1355.50 feet; (3) thence South 00°46'44" East a distance of 1338.33 feet; (4) thence South 00°04'49" West a distance of 2702.98 feet to the south line of Section 23; thence South 88°54'16" West along said south line, a distance of 1381.72 feet to a Brass Cap Monument marking the South 1/4 Corner of Section 23; thence North 00°09'53" East along the N-S mid section line, a distance of 1354.64 feet to a found iron pin, LS # 142870; thence South 89°20'38" West along the south line of the Northeast 1/4 of the Southeast 1/4 of Section 23, a distance of 1307.19 feet to a found iron pin LS # 142870; thence North 00°01'42" West along the west line of the Northeast 1/4 of the Southeast 1/4 of Section 23 a distance of 1331.47 feet to the south line of the Whiting Property as described in a Quit Claim Deed, Entry No. 35885-79; thence along said property the following two (2) courses and distances: (1) east a distance of 668.32 feet; (2) thence North 502.80 feet to the southerly line of the Mapleton Lateral Canal; thence along the southerly line of said Canal as follows, northeasterly 182.63 feet along the arc of a non-tangent 588.14 foot radius curve to the left, said curve having a central angle of 17°47'31" and subtended by a chord that bears North 48°54'34" East a distance of 181.90 feet to the curve's end; thence North 40°00'49" East a distance of 758.05 feet to a point of curvature of a 373.17 foot radius curve to the left; thence northeasterly 161.05 feet along the arc of said curve, having a central angle of 24°43'38" and subtended by a chord that bears North 27°39'00" East a distance of 159.80 feet to the curve's end; thence North 15°16'49" East a distance of 105.86 feet to a point of curvature of a 271.57-foot radius curve to the right; thence northeasterly 195.85 feet along the arc of said curve, having a central angle of 41°19'13" and subtended by a chord that bears North 35°56'26" East a distance of 191.63 feet to the curve's end; thence North 56°36'49" East a distance of 315.04 feet to a point of curvature of a 301.57-foot radius curve to the left; thence northeasterly 214.33 feet along the arc of said curve, having a central angle of 40°43'15" and subtended by a chord that bears North 36°15'11" East a distance of 209.85 feet to the curve's end; thence North 15°52'49" East a distance of 530.75 feet to a point of curvature of a 80.54-foot radius curve to the right; thence northeasterly 46.36 feet along the arc of said curve, having a central angle of 32°58'49" and subtended by a chord that bears North 32°22'14" East a distance of 45.72 feet to the curve's end; thence North 48°52'49" East a distance of 55.46 feet to a point of curvature of a 731.34-foot radius curve to the left; thence northeasterly 99.54 feet along the arc of said curve, having a central angle of 07°47'54" and subtended by a chord that bears North 44°58'52" East a distance of 99.46 feet to the curve's end; thence North 41°04'49" East a distance of 194.80 feet; thence leaving said Canal, North 88°56'07" East a distance of 62.82 feet; thence South 00°26'45" East a distance of 42.15 feet; thence North 89°23'48" East a distance of 212.15 feet; thence South 89°27'24" East a distance of 64.83 feet; thence North 00°44'56" West a distance of 21.24 feet; thence North 89°05'14" East a distance of 1342.19 feet to the real point of beginning. (Basis of Bearing is the Utah State Coordinate System, Central Zone or South 89°18'20" West along the North line of said Section 23.)

LESS AND EXCEPTING a parcel of land lying within the East 1/2 of Section 23, Township 8 South,

Range 3 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows: Commencing at a Brass Cap Monument marking the Northeast Corner of said Section 23; thence South 2501.53 feet and West 1299.61 feet to the Grantor's East Property line, (as described in that certain Warranty Deed from Orton to Deseret Title Holding Company, recorded as Entry No. 48825-79) which shall be the real point of beginning and running: thence South 00°46'44" East 191.06 feet; thence South 00°04'44" West 2702.98 feet; thence South 88°54'16" West 1381.72 feet; thence North 00°09'53" East 1217.72 feet; thence North 42°48'14" East 389.73 feet; thence North 38°54'40" East 370.46 feet; thence North 36°00'27" East 214.39 feet; thence North 37°39'42" East 263.40 feet; thence North 85°12'51" East 57.51 feet; thence North 25°14'50" East 236.19 feet; thence North 47°01'13" East 505.47 feet; thence North 18°35'25" East 174.22 feet; and thence North 31°29'29" East 21.60 feet to the real point of beginning. (Basis of Bearing is the Utah State Coordinate System, Central Zone of South 89°18' 20" West along the North line of said Section 23.)

ALSO LESS AND EXCEPTING a parcel of land lying within the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows: Commencing at a Brass Cap Monument marking the Northeast Corner of said Section 23; thence South 0.449 feet and East 0.013 feet (as described in that certain Warranty Deed from Orton to Deseret Title Holding Company, recorded as Entry No. 48825-79) to the real point of beginning and running; thence the following two (2) courses and distances along the boundary described by said Warranty Deed: South 01°43'20" East 1336.41 feet; and thence South 89°14'04" West 642.81 feet; thence along the following eleven (11) courses: North 25°52'40" East 350.67 feet; thence North 23°13'14" East 377.26 feet; thence North 59°23'26" East 86.38 feet; thence North 38°10'48" East 34.81 feet; thence North 02°41'47" West 83.17 feet; thence North 37°19'35" West 25.81 feet; thence South 84°48'35" West 86.43 feet; thence North 29°54'24" West 98.09 feet; thence North 42°39'03" East 275.80 feet; thence North 07°57'21" East 227.11 feet to the North line of Grantors Property; and thence North 89°05'14" East 141.21 feet to the real point of beginning. (Basis of Bearing is the Utah State Coordinate system, Central Zone or South 89°18'20" West along the North line of said Section 23.)

ALSO LESS AND EXCEPTING any portion lying within the bounds of Plat "A", The Preserve at Mapleton Subdivision, Mapleton, Utah County, Utah, according to the official plat thereof on file in the office of the Recorder, Utah County, Utah.

PARCEL 2: (27-034-0093)

Beginning at a point which is North 00°18'56" West along the section line 533.15 feet and East 1292.61 feet from the West Quarter Corner of Section 23, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 16°11'43" East 429.36 feet; thence North 51°55'31" West 103.13 feet; thence North 02°02'25" West 381.40 feet; thence North 89°38'53" East 670.79 feet; thence South 00°37'25" East 91.97 feet; thence South 36°59'17" West 83.46 feet; thence South 36°48'11" East 210.08 feet; thence South 53°11'49" West 243.18 feet; thence South 25°21'51" East 366.56 feet to the northerly line of the Mapleton Lateral Canal right of way; thence along said northerly line the following five (5) calls: along the arc of a 543.14 foot radius curve to the right 104.92 feet through a central angle of 11°04'06", the chord of which bears South 54°42'57" West 104.76 feet; North 29°45'00" West 20.00 feet to a point of curvature; along the arc of a 523.14 foot radius curve to the right 216.09 feet through a central angle of 10°57'08", the chord of which bears South 72°05'00" West 214.56 feet; South 83°55'00" West 155.34 to a point of curvature; along the arc of a 427.68 foot radius curve to the right 294.61 feet through a central angle of 39°28'06", the chord of which bears North 76°20'57" West 288.82 feet to the point of beginning.

PARCEL 3:

Lots 63, 64, 65, 66, 68, 69, 70, 71 and 72 and the area designated as "Open Space", Plat "A", The Preserve at Mapleton Subdivision, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

PARCEL 4:

Lots 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48, Plat "D", The Preserve at Mapleton Subdivision, according to the official plat thereof, on file and of record in the office of the Utah County Recorder.

Attachment "5"
Correspondence

Dear Sean, planning commission and City council,

This is Lesley Joyner and I am writing in regards to the Stub road which would connect from the south End of the Preserve property and the north side of our property. This stub road has been on the city plan for at least 22 yrs and is an integral part of our property for many reasons. Connectivity making the roads flow better and decreases the burden of delivery of public services, utilities and most importantly the safety of Mapleton citizens and homes in case of an emergency it could save precious minutes.

At this point we are negotiating with two builders on a joint venture to develop our property with more density that would require a secondary access therefore it would be necessary for the preserve to supply the stub road and utilities to insure the safety of our citizens, meet the needs of homeowners and to maximize the potential of our property. At the beginning of this year the planning commission and city Council agreed we needed to have a stub road there if we can move forward with that plan as you have in neighboring developments we would appreciate your help

Lesley Joyner Sent from my iPhone

Mapleton City Planning Commission

Sean:

The Ensign-Bickford Company is concerned about the submitted plan for The Preserve at Mapleton Plat B as is presented for the Thursday night Planning Committee meeting. The plan shows a Pipeline Easement running through lots 88, 91 and 92 and a note on the map says this pipeline is to be vacated. The owners have mentioned to me that according to their attorney the pipeline hasn't been used for two years and the easement is void.

This pipeline is part of the State of Utah Division of Water Quality mandated cleanup project. The pipeline is connected to the R-3 well and transports water used for the Mapleton City Pressurized Irrigation system through the Orton GAC building. The pipeline is located in an active easement and has been used regularly since it was installed in 1999.

The property owners have not talked with The Ensign Bickford Company about a remedy if they want the line moved.

Please keep this in mind as you review this proposal.

Hal Jaussi
The Ensign-Bickford Company
801-554-9134