

**MASTER DEVELOPMENT AGREEMENT
FOR WILDFLOWER**

THIS MASTER DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into on February 24, 2015, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation (“City”) and Sunrise 3, LLC, a Utah limited liability company, WFR 3, LLC, a Utah limited liability company, and Tanuki Investments, LLC, a Utah limited liability company (collectively “Developer”). The City and Developer are sometimes collectively referred to herein as the “Parties.” For the limited purpose of Section 34 below, Collins Brothers Oil Company, LLC, a Utah limited liability company and Collins Brothers Land Development, LLC (“Collins”) also join as parties to this Agreement.

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (referred to herein as either the “Residential Property” or the “Property”), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Residential Property is currently zoned Low Density Residential (R-3), and furthermore, property adjacent to the Residential Property owned by Collins is zoned as Regional Commercial (RC) (the “Commercial Property”). Developer wishes to develop the residential portion of the project known as “Wildflower”, which will be vested with residential density totaling 1,468 single family and multi-family homes on approximately 595 acres (the “Project”); and

WHEREAS, Collins anticipates developing the Commercial Property and commercial uses on approximately 205 acres. Although the Commercial Property is included as part of the Wildflower development project and is subject to zoning change referred to herein, Collins, as owner of the Commercial Property, is excluded from this Agreement, and the rights, covenants and obligations set forth in this Agreement—except as otherwise provided herein—relate solely to the Residential Property; and

WHEREAS, currently, the proposed Project does not meet the R-3 zone requirements and therefore would not be allowed in the R-3 zone. Therefore, in order to develop the Project, Developer and Collins wish to place the Property in the PC zone, as provided in Title 19 of the City Code, as amended (the “Zoning Request”) and wish to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, to assist the City in its review of the Zoning Request and to ensure development of the Property in accordance with Developer’s representations to City, Developer, Collins, and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developer and Collins may develop the Property; and

WHEREAS, the City desires to enter into this Agreement to promote the health, welfare,

safety, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

WHEREAS, on November 13, 2014 and on February 12, 2015, after a duly noticed public hearing, the City's Planning Commission recommended approval of Developer's and Collins' Zoning Request, this Agreement, and the Community Plan, attached hereto as Exhibit B, and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, on February 24, 2015, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and the Community Plan, attached hereto as Exhibit B, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit D; and

WHEREAS, the Community Plan, attached as Exhibit B, among other things, identifies land uses, number of entitled dwelling units, major roads, required open spaces and trails, drainages, and power line corridors; and

WHEREAS, to allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to applicable City ordinances, regulations, and standards (collectively "City regulations"), Developer and City are each willing to abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its legislative authority under Utah Code § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its authority, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City Code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

Now, therefore, in consideration of the recitals above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). Upon execution, this Agreement shall be recorded against the Property in the Utah County Recorder's Office.

2. Affected Property. The Property Ownership Map, Vicinity Map, and Legal Descriptions for the Property are attached as Exhibit A. This Agreement shall be recorded against the Property as provided in Section 33.b. below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City. If there is any portion of the Property not owned by Developer when this Agreement is signed, the owner(s) of record of such portion(s) of the Property shall execute the consent provision set forth beneath the Parties' signature blocks at the end of this Agreement.

3. Zone Classification and Permitted Uses. The zoning classification on the Property (and Commercial Property) shall be the Planned Community Zone ("PC Zone"). Except as otherwise provided in Section 5 herein, the City shall not unilaterally change the zoning designation on the Property (or Commercial Property) during the term of this Agreement or any extension. Permitted uses and allowed conditional uses in these zoning designations shall be governed by the Community Plan and any approved Village Plan(s). If the issue relating to permitted uses and allowed conditional uses is not addressed by the Community Plan or an approved Village Plan, then, by default, the permitted use and conditional use issue shall be determined by the provisions of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. Attached hereto as Exhibit "H" is a copy of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 as constituted on the Effective Date of this Agreement shall take precedence. In the event of a conflict between this Agreement, Chapter 19.26, the Community Plan, or any Village Plan(s) submitted pursuant to paragraph 18 of this Agreement or Chapter 19.26 of the City Code, the provisions in this Agreement, the Community Plan and the approved Village Plans shall take precedence. If Chapter 19.26 of the City Code is amended in the future in a manner deemed by Developer and the City staff (or by the applicable land use authority of the City) to be favorable to the Project or non-substantive as to permitted or conditional uses, Developer and the City can mutually agree (with such agreement not to be unreasonably withheld) to comply with the future amendment, as opposed to the version of the Code as constituted on the Effective Date of this Agreement, without the need to amend this Agreement.

4. Additional Code Provisions. The development and use of the Property shall be governed by the Community Plan and the approved Village Plans. Except as provided in Section 3, if an issue is not addressed by the Community Plan or an approved Village Plan, the provisions of Title 19 of the City Code in effect on the date a complete preliminary plat application is filed and all applicable application fees are paid shall be applicable, but only to the extent they are not inconsistent with this Agreement, the Community Plan, or the approved Village Plan(s). Except as provided in Sections 3 and 10, Developer shall comply with the requirements of this Agreement, Title 19 of the City Code, and other requirements generally applicable to development in the City at the time of preliminary plat application so long as they are not inconsistent with this Agreement, the Community Plan or the approved Village Plan(s). In the event of a conflict between other chapters of

Title 19 and Chapter 19.26, Chapter 19.26 shall take precedence. In the event of a conflict between Chapter 19.26, the Community Plan, a Village Plan(s), or this Agreement, the provisions of the Community Plan and approved Village Plan(s) shall take precedence.

5. Reserved Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's vested rights as set forth herein, including but not limited to rights relating to densities, land uses, and other development standards approved herein and in the Community Plan, unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute (including but not limited to Utah Code Ann. § 10-9a-509 (2014)). The parties intend that the rights granted to Developer under this Agreement are contractual and also rights that exist under statute, common law, and at equity. Any proposed change meeting the compelling, countervailing public interest exception to the vested rights doctrine which affect Developer's vested rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.

6. Rights and Obligations under Master Development Agreement. Subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the Project in accordance with this Agreement and the Community Plan, approved Village Plan(s), and Chapter 19.26 of the Land Development Code. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in any Village Plan submitted pursuant to Chapter 19.26 and Section 18 below and to otherwise comply with all provisions of the City Code, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property is expressly subject to and based upon strict compliance with and performance by Developer of all of the terms, conditions, and obligations of Developer under the Community Plan and approved Village Plan(s) submitted in accordance with Section 18 below, Chapter 19.26 of the Land Development Code, this Agreement, and the Exhibits attached to this Agreement.

7. Densities and Approved Uses.
 - a. The Property identified for residential development in the Community Plan shall be entitled to a maximum of 1,468 equivalent residential dwelling units (ERUs). Accordingly, the City's execution of this Agreement constitutes approval required

to vest the Project with the right to develop the vested densities set forth herein and in the Community Plan. Developer shall have the right to transfer density within the Project in accordance with the terms of the Community Plan.

- b. The Village Plans submitted for the residential portion of the Community Plan pursuant to paragraph 18 herein shall not collectively exceed 1,468 ERUs, with 1 ERU equal to one residential dwelling unit. ERUs shall have that definition as found in the City Code, as amended, or other applicable City regulation.

8. Water Infrastructure, Dedications, and Fees.

- a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City ordinances, resolutions, and standards (hereinafter "City regulations") in effect at the time of plat recordation of each phase. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, that has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or that does not meet City regulations.
- b. Water Facilities for Development. Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer' Property in accordance with the City regulations and this Agreement. The anticipated water system improvements required for the development of the project are set out in the Community Plan and, if applicable, shall be further detailed in the Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City's best estimate as to the required improvements and is not intended to be an exhaustive list at this time. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable), but may be adjusted in accordance with current City regulations and this Agreement.
- c. City Service. City shall provide public culinary and secondary water service to the property and maintain the water system improvements intended to be public upon Developer's installation of such improvements, Developer's dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the

requirements of any applicable special service district.

9. Sewer, Storm Water, and Roads.

- a. At the time of plat recordation for each phase, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the portion of the property depicted on the plat in accordance with the City regulations and this Agreement. The anticipated sewer, storm water, and road improvements required for the development of the Project are set out in the Community Plan and, if applicable, shall be further detailed in the Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City's and Developer's best estimate as to the required improvements and is not intended to be an exhaustive list at this time. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable) but may be adjusted in accordance with City regulations and this Agreement. Without limiting the generality of the foregoing, the City and Developer acknowledge the anticipated challenge of designing and constructing a sewer system to service the portion of the Project located on the northwest side of the future Mountain View Corridor, in light of the anticipated construction by UDOT of such Corridor, and accordingly, City and Developer agree to use reasonable and good faith efforts to design and approve such future system, including but not limited to, by considering various design alternatives (including without limitation, a sewer lift station) which are both feasible to the Developer and reasonably acceptable to the City.
- b. Storm water runoff for each plat must be detained and treated to meet City, State, and Federal codes and regulations. Developer is responsible for complying with UPDES and NPDES requirements during and after construction and shall obtain an NOI permit prior to commencing any construction activities. Natural drainages shall be left unimproved except as otherwise approved in the Community Plan, Village Plan(s), and the City Engineer based on City regulations. No lot boundary shall contain any portion of land that is at or below the 100-year storm event high water elevation or is within the 100-year floodplain as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway.
- c. Except for the roads identified as private roads on the plat(s), if any, all other roadways within the Property shall be public roadways, which shall be constructed in accordance with the Community Plan, approved Village Plans, approved subdivision plats, and approved construction drawings. The location and cross-sections of all roadways, sidewalks, and trails shall comply with the

design standards outlined in the City's Standard Technical Specifications and Drawings Manual, the City's Transportation Master Plan, and the City's Parks, Trails, Recreation, and Open Space Master Plan. The City specifically agrees that with respect to all shared driveways planned for various portions of the Project, such shared driveways may be designed and constructed by Developer as set forth in the Community Plan, provided that (1) shared driveways shall be a minimum of twenty six (26) feet in width and shall direct all runoff to a public or private drainage system, (2) all dwellings on shared driveways shall provide enclosed garages or other covered parking, (3) shared driveways accessing more than four (4) dwellings shall also provide a minimum of twenty (20) feet of parking space between the garage and shared driveway, and (5) all requirements of the Fire Code shall also be met.

- d. City and Developer agree that no billboards, as defined in the City Code as amended, shall be permitted to be installed upon the Property, including but not limited to along the portion of the Mountain View Corridor anticipated to be constructed upon the Property (as reflected in the Community Plan) without the City's express approval.
- e. City shall provide all public services to the Property (including, without limitation, sewer service, storm drain, road maintenance, snow removal, garbage removal etc.) and maintain the related improvements, including roads, that are specifically intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet the standards set forth in the City's Standard Technical Specifications and Drawings Manual effective as of the date of recordation of an individual plat.

10. Parks, Trails, and Open Space Improvements.

- a. Per the requirements of the Community Plan, any Village Plan submitted pursuant to paragraph 18 below or Chapter 19.26, and any lawful condition of approval of the City Council, Developer shall be responsible to develop and, in some cases, dedicate to public use certain parks, trails, and open space in an amount and in the location as specified in the Community Plan and any subsequent Village Plans. Subsequent Village Plans shall be consistent with the Community Plan. Notwithstanding the foregoing, the level of improvements for such parks, trails and open space as set forth in the Community Plan is conceptual in nature, and shall not be interpreted to require Developer to provide a level of park improvements higher than what is required by Chapter 19.26 of the City Code in effect as of the Effective Date. However, Developer shall be responsible to develop the level of park improvements as required by Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement, irrespective of future amendments to that Chapter.

- b. Subsequent approved Village Plans shall specify maintenance obligations of the parks, trails, and open space. For open space that City is not specifically required to maintain per the applicable Village Plan, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities of such parks, trails, and open space, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the parks, trails, and open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance until assumption by a homeowners association.
11. Public Use of Trails. As set forth in the approved Community Plan, some of the required trails are intended to be accessed by the public but installed by Developer and maintained by and dedicated to a homeowners association. For these improvements, Developer will be required to grant public access easements. With respect to the private trail systems and other private areas that are not shown as “public” or as “public access easements” on the approved Community Plan, Developer will not be required to grant public access easements. The City will be required to maintain the improvements and areas shown in the approved Community Plan to be maintained by the City (or approved by the City in the future to be maintained by the City, if any) upon Developer’s installation of such improvements, Developer’s dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations.
12. Street Lighting SID. At the time of plat recordation for each phase, the applicable Property shall be added to the City’s Street Lighting Special Improvement District (“SID”) for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not responsible for the installation of street lights but is responsible for the maintenance of all streetlights built in accordance with City standards. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements. The City shall not refuse to accept dedication of the street lighting improvements so long as they are constructed and installed in accordance with current City standards and the Property is included in the SID.
13. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required—in accordance with Section 19.26 of the City Code—to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements; provided, however, that the bonding requirements set forth in the City Code, as applied to the Project, shall be subject to Chapter 10-9a of the Utah Code, as the same may be amended from time to time. Each

bond shall be posted prior to or concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies. Performance bonds shall be limited to 100% of the cost reasonably estimated by the City engineer of the specific improvement to which the bond relates.

14. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be determined at the time of plat recordation for each phase in accordance with City regulations.
15. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City (subject to Section 21 below) all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to the Community Plan, Village Plan(s), and this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.
16. Sewer Fees. Timpanogos Special Service District ("TSSD") requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.
17. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.
18. Community Plan Approval. Developer has submitted the Wildflower Community Plan. The Planning Commission has reviewed the Community Plan, held a public hearing, and submitted a recommendation to the City Council. The City Council has approved the Community Plan and finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing,

integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as dictated in Section 19.26.07. More specific findings are contained in the written minutes and adopted findings and conditions of the Planning Commission attached hereto as Exhibit C; the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit D; and in the Report of Action and staff reports collectively attached hereto as Exhibit E. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits C, D and E.

19. Village Plan Approval. Pursuant to Chapter 19.26 of the Land Development Code, Developer shall be required to submit Village Plan(s) regarding development of the Property to be approved by the City Council after a recommendation from the Planning Commission. The City Council shall determine whether each Village Plan: (a) is consistent with the adopted Community Plan; (b) does not exceed the total number of equivalent residential units dictated in the adopted Community Plan; (c) for an individual plat, does not exceed the total number of equivalent residential units dictated in the adopted Community Plan unless transferred per the provisions of the Community Plan; (d) is consistent with the utility, infrastructure, and circulation plans of the Community Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts; (e) properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties; (f) contains the required elements as dictated in Chapter 19.26; and (g) contains the required application materials in Chapter 19.26. If the Village Plan meets these standards and the requirements in this Agreement, it shall be approved. Each Village Plan shall be recorded against the portion of the Property so affected.

20. Plat, Site Plan, or Development Plan Approval. Upon approval of a Village Plan and once the Developer is ready to proceed with preliminary plat or site plan submittal and approval for the subject phase/plat, Developer shall submit preliminary plat or site plan applications for portions of the Property covered by a Village Plan. Such applications shall include project plans and specifications (including site and building design plans) (referred to in this Section 20 as "Plans") for the portion of the Property being developed.
 - a. In particular, such Plans shall meet the following requirements:
 - i. be in sufficient detail and contain the items required by the Land Development Code, to enable City to ascertain whether the project will be

- consistent with the Community Plan and applicable Village Plan(s) and in accordance with the terms and conditions of this Agreement;
- ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
 - iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat and site plan approval process as set forth in adopted staff reports and official written minutes;
 - iv. comply with all City codes, ordinances, regulations, and standards that are not inconsistent with or superseded by this Agreement, the Community Plan or the approved Village Plan(s); and
 - v. comply with the Community Plan, and this Agreement including exhibits.
- b. Developer shall:
- i. comply with the Community Plan, Village Plan(s), this Agreement including exhibits, and any conditions of approval set forth in Exhibits C, D, and E;
 - ii. comply with all City codes, ordinances, regulations, specifications, and standards that are not inconsistent with or superseded by this Agreement, the Community Plan or the approved Village Plan(s);
 - iii. record Covenants, Conditions, and Restrictions that substantially meet the requirements in Exhibit G;
 - iv. provide other information as City may reasonably request; and
 - v. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.
- c. Standards for Approval; Conditions of Plat Approval. The City shall approve the Plans and Plats if such meet the standards and requirements enumerated herein and if, as determined by City, the Plans and Plats are consistent with the Community Plan and applicable Village Plan(s) and conform with City regulations. With respect to open space requirements, each plat/phase shall be approved so long as it conforms with the overall open space requirements of the Community Plan and Village Plan(s) and City regulations. Developer shall be required to proceed through the approval process as required in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.
- d. Commencement of Site Preparation. Notwithstanding anything to the contrary herein, Developer, and/or its agents, successors, assigns, tenants, guests, and invitees shall be permitted to extract and process the natural materials located on the Property such as aggregate (rock, sand or gravel products, but excluding any

other underground materials or other minerals which may be discovered, if any) during the course of grading, excavation, and other ordinary and customary development processes for the Property, subject to the City's applicable regulations including excavation, grading, and stormwater regulations and permitting requirements. Such natural materials may be used and processed on-site in the construction of infrastructure, homes, or other buildings or improvements located on the Property if such materials meet City regulations pertaining to the use for such purposes. These materials may also be sold and/or hauled off-site for commercial uses in locations outside the Project, provided that Developer (1) furnishes to the City plans for such operation which are reasonably acceptable to the City staff, including but not limited to, a traffic plan and a grading plan (consistent with the grading plan set forth in the Community Plan), and (2) complies with such approved plans in its extraction, processing and hauling activities. Without limiting the generality of the foregoing, (a) any trucks hauling materials away from the Project shall not utilize any of the Harvest Hills Subdivision roads or other local roads, but rather, Developer shall construct a temporary road connecting portion(s) of the Property upon which such extraction and processing will occur to Redwood Road, for such hauling activities, (b) Developer shall use reasonable efforts to screen such excavation and processing activities from neighboring properties, and (c) Developer's extraction activities shall not include mining materials which are deeper under the ground than the grading plan included within the Community Plan and which are materials or minerals other than rock, sand, or gravel products. Further, the Developer must obtain all applicable excavation, grading, and storm water permits and comply with other applicable City regulations. The zoning for the Project shall not be construed to limit or restrict any such temporary development-related extraction, processing and hauling activities. Subject to the foregoing, Developer shall not commence construction of any project improvement on the Property with respect to a particular phase until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.

- e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the Project all at one time or in phases as allowed in the approved Village Plans and City regulations. Without limiting the generality of the foregoing, City acknowledges that Developer (and/or its successors and assigns) will develop the Property in phases. The parties acknowledge that the most efficient and economic development of the Project depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, the public interest and other similar factors, which factors shall be determined by Developer in its reasonable business judgment.
- f. Changes to Project. Any amendments or modifications to the approved

Community Plan or Village Plan(s) shall comply with the amendment process set forth in the Planned Community Zoning ordinance (see, e.g., Section 19.26.09(2) of the Land Development Code). To the extent Developer seeks to modify the Plans, and such modification does not require an amendment to the Village Plan, the following standards shall apply: No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; or (ii) substantially changes the exterior appearance of the project; or (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimis; or (iv) increases the density as specified in the Community Plan; or (v) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics; or (vi) violates City regulations. Modifications to the Plans which do not constitute material modifications may be made without the consent of the City Council. The decision of whether a modification to the Plans is "material" shall be made by the City's Planning Director (with the input of City staff). In the event of a dispute between Developer and City as to whether a proposed modification is "material," no modification shall be made without express City approval. Modifications shall be approved by City staff if such proposed modifications are consistent with the City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

21. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld, conditioned, or delayed, and shall be made in accordance with procedures applicable to the City's Land Development Code, Community Plan, Village Plan(s), and City regulations.
22. Public Improvements; Proportionality Assessments. Notwithstanding anything contained in this Agreement to the contrary, for the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City shall be governed by the following standards regarding payment and reimbursement:
 - a. All on-site utilities and improvements that are not "system improvements" will be paid for by Developer without any rights of reimbursement. For purposes of this Agreement, the term "system improvements" shall mean and include improvements that are the subject of an impact fee facility plan, and any other improvement that is designed to provide service or capacity in excess of the minimum requirements necessary for this Project (i.e., designed to provide service

or capacity to more than just this Project).

- b. To the extent the City requires Developer to construct any system improvements (such as, without limitation, culinary waterlines, roads, sewer lines, and storm drainage improvements with capacity in excess of what is required to provide service to the Property), the City shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Property) in accordance with applicable State law. Developer shall reasonably mitigate the impacts of its development activities in accordance with the applicable standards of State law.
- c. Prior to the construction of any system improvements, Developer and City shall enter into a reimbursement agreement addressing the amount, method, and timing for the City to reimburse Developer for the City's portion of the expenses for the system improvements. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate such system improvements as part of a funding plan if the improvements are not already the subject of the City's IFFPs. The term of each reimbursement agreement shall be set forth in the reimbursement agreement, and Developer's rights of reimbursement thereunder shall survive any termination or expiration of this Agreement. Developer shall not be required to construct any system improvements without a mutually-acceptable reimbursement agreement in place for such system improvements or mutually-acceptable impact fee credits. Reimbursements and impact fee credits shall be based on actual costs incurred for the subject system improvements, not on estimates or bids. If the parties cannot agree on the terms of a reimbursement agreement, Developer shall be allowed to proceed with construction of "project" sized improvements (i.e., minimum improvements necessary for this Project only) so that the Project will not be delayed.

The provisions of this Section 21 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law. The provisions of this Section 21 shall be administered and implemented by the City's staff with input and approval from the City engineer, the City attorney, and the City manager. The determinations of the size and design of improvements to be constructed, cost-sharing, or reimbursement for the same, and applicability of the standards described in this Section 21 shall be made on a phase-by-phase basis at the time of plat approval.

23. Termination of Agreement. The term of this Agreement shall commence on the Effective date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any

subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall be automatically extended for two additional periods of five (5) years each, so long as there are no existing defaults or breaches of this Agreement when the initial 10-year period (or first 5 year extension term, as applicable) expires. When public improvements have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements. The City and Developer may, but shall not be obligated to, execute a "Notice of Termination" to be recorded against such portion of the Property to which this Agreement no longer applies.

Furthermore, and notwithstanding anything to the contrary herein, this Agreement will terminate, and all rights associated with it, at the option of either the Developer or City, by providing written notice to the other parties, if the Developer is not able to complete the conveyance to UDOT of the portion of the Property identified in the Community Plan as the future Mountain View Corridor right of way property. In the event this Agreement is terminated pursuant to the preceding sentence, the Residential Property shall automatically revert to the R-3 zone, and the Commercial Property shall automatically revert to Regional Commercial (RC) zoning.

24. Successors and Assigns.

- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property as more fully set forth below in subsection 33.t.
- b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 24.a., a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

25. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions the Developer or City, as applicable, shall be in default (“Default”) under this Agreement:
- i. a warranty, representation, or statement made or furnished by Developer under this Agreement or exhibits is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement; or
 - iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.
- b. Procedure Upon Default.
- i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, and subject to the following paragraph, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 25.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

In the event that the existence of a Default is disputed, upon receipt of the written notice described in the previous paragraph, the parties shall engage in the “Meet and Confer” and “Mediation” processes specified in Section 32(a) below. In addition, if the claimed Default is subject to arbitration as provided in Section 32(b) below, then the parties shall follow such processes.
 - ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond

the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

- c. Breach of Agreement. Upon Default as set forth in subsections 25.a. and 24.b. above, City may declare the Developer to be in breach of this Agreement and City, until the breach has been cured by the Developer, may do any of the following: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
26. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this Agreement during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.
27. Creation of Wildflower Local District. Developer may request that City facilitate the creation of a local district relating to the Property (the "Wildflower Local District"). The Wildflower Local District, if created, is anticipated to be comprised of the Property and shall be created for the purpose of financing and construction of at least one (1) and up to four (4) services (to be determined by the Developer and the City), as permitted under Section 17B-1-202 of the Local District Act. The Wildflower Local District may finance, construct, dedicate, and convey to the City certain of the Public Infrastructure and Improvements required for the development of the Project. It is contemplated that all of the Public Infrastructure and Improvements financed and constructed by the Wildflower Local District shall be dedicated to the City, free and clear of all liens and encumbrances, and that the Developer may be granted Impact Fee credits, waivers, reimbursements, and so forth in consideration of its obligations to the Wildflower Local District. In its legislative discretion, the City Council may approve the creation of such Wildflower Local District so long as the District generates fees sufficient to cover all administrative costs incurred by the City.
28. Agricultural and Agricultural Related Uses of Property. Notwithstanding anything herein to the contrary, including the zoning and use provisions referred to herein and in the Community Plan, until such time as physical development and construction of the Property begins with respect to a relevant portion of such Property, Developer, and/or its successors, assigns, tenants, guests and invitees, shall be permitted to continue any

existing agricultural uses, including without limitation, the present soil cultivation, crop production, raising and grazing livestock, and the present preparation of agricultural products for human use and their disposal all as contemplated in a farming and ranching agricultural operation, but only if such operations qualify as nonconforming uses in Utah Code Chapter 10-9a. Fencing shall be permitted on the Property to (among other things) prevent parties from trespassing onto the Property.

29. Entire Agreement. Except for the Ordinances and Community Plan, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.
30. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- a. Exhibit A Property Description
 - b. Exhibit B Community Plan
 - c. Exhibit C Planning Commission Written Minutes with Adopted Findings and Conditions
 - d. Exhibit D City Council Written Minutes with Adopted Findings and Conditions
 - e. Exhibit E Report of Action (with Staff Reports)
 - f. Exhibit F Design Guidelines
 - g. Exhibit G Covenants, Conditions, and Restrictions
 - h. Exhibit H Chapter 19.26
31. Federal and State Requirements. The Property may be located in areas with sensitive lands that are regulated by state and federal laws and covered by certain agreements between Developer and state/federal entities. Development of the property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables. City has the option, but not the obligation, to enforce such regulations.
32. Dispute Resolution.
- a. Mediation of Development Application Denials.

- i. Meet and Confer Regarding Development Application Denials. The City and Developer (or other party submitting a Development Application, as applicable, "Applicant") shall meet within fifteen (15) business days of denial of any application to the City for development of a portion of the Project (including a subdivision, building permit, or any other permit, certificate or other authorization from the City required for development of the Project) (collectively, a "Development Application") to review the issues specified in the denial of a Development Application.
 - i. Issues Subject to Mediation. Issues resulting from a denial by the City of any Development Application that are not subject to arbitration provided in Section 32(b) below shall be mediated.
 - ii. Mediation Process. If the City and Developer (or other Applicant) are unable to resolve a disagreement subject to mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable mediator with knowledge of the legal issue in dispute. If the parties are unable to agree on a single acceptable mediator they shall each, within ten (10) business days, appoint their own representative. These two representatives shall, between them, choose the single mediator. Applicant shall pay the fees of the chosen mediator. The chosen mediator shall within fifteen (15) business days, review the positions of the parties regarding the mediation issue and promptly attempt to mediate the issue between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.
- b. Arbitration of Development Application Objections.
- i. 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.
 - ii. Mediation Required Before Arbitration. Prior to any arbitration the parties shall first attempt mediation as specified in Section 32(a) above.
 - iii. Arbitration Process. If the City and Applicant are unable to resolve an issue through mediation, the parties shall attempt within ten (10) business days to appoint a mutually acceptable expert in the professional discipline(s) of the issue in question. If the parties are unable to agree on a single acceptable arbitrator they shall each, within ten (10) business days,

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

33. General Terms and Conditions.

- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.
- c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent

necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as are appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the lawful exercise of its rights under this section.
- h. No Waiver. Failure of a 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 time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by each party. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer(s): Sunrise 3, LLC
 WFR 3, LLC
 Tanuki Investments, LLC
 c/o Nathan D. Shipp
 1099 West South Jordan Parkway
 South Jordan, UT 84095

To Collins: Collins Brothers Oil Company
 Collins Brothers Land Development, LLC
 c/o David Gee
 101 S. 200 E.
 Salt Lake City, UT 84111

To the City: Mark Christensen
 City Manager
 1307 N. Commerce Drive, Suite 200
 Saratoga Springs, UT 84045

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to Developer's activities connected with the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage caused by Developer. This includes any claims or suits related to the

existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards. The foregoing provisions shall not apply with respect to any claims, damages, injuries or losses caused by the City or its employees or agents. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.

- o. Limitation on Damages. Any breach of this Agreement by the City or the Developer shall not give rise to monetary damages against the other party, but shall be enforceable only by resort to an action for specific performance.
- p. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) development of the Property is private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
- q. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer (or any one of them) to be in Default as provided in section 25 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- r. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.
- s. Title and Authority. Developer expressly warrants and represents to City that

Developer (i) owns all rights, title, and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer.

Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

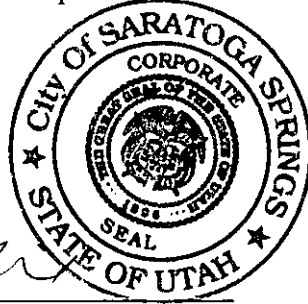
- t. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.
 - u. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of this Agreement.
34. Commercial Property. Collins and the City hereby agree that the Commercial Property, as identified in the Community Plan, is included as part of the Wildflower development project, and is vested with the uses specified in the regional commercial (RC) zoning as amended. However, Collins, and not the Developer (as defined herein) is the owner of the Commercial Property. Collins and the City hereby agree that the future planning and development of such Commercial Property shall occur pursuant to the terms of the Community Plan approved pursuant hereto, the Village Plan(s) which shall be submitted by Collins with respect to the Commercial Property from time to time pursuant to the terms of Chapter 19.26 of the City Code, and a new development agreement (and/or amendment to this Agreement) which shall apply only with respect to the Commercial Property. As an express condition of the Zoning Request, Collins agrees to be bound by the provisions of Chapter 19.26 as amended. Collins and the City further agree that, except as set forth in this Section 34 and in the second paragraph of Section 23 above, the terms of this Agreement shall apply to the Residential Property only.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

CITY:

Attest:



City of Saratoga Springs, a political subdivision of the State of Utah

[Signature]
Deputy City Recorder

[Signature]
By: Jim Miller, Mayor

DEVELOPER:

Sunrise 3, LLC

By: Sunrise 3 Managers, LLC, its Manager

By: *[Signature]*
Nathan Shipp, Manager

Tanuki Investments, LLC

By: *[Signature]*
Name: *Nathan Shipp*
Its: *Manager*

WFR 3, LLC

By: Sunrise 3 Managers, LLC, its Manager

By: *[Signature]*
Nathan Shipp, Manager

COLLINS:

Collins Brothers Oil Company, LLC

By: Kathleen Collins Lowery
Name: Kathleen Collins Lowery Kathleen Collins Lowery
Its: Member

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Collins Brothers Land Development, LLC

By: _____
Name: _____
Its: _____

COLLINS:

Collins Brothers Oil Company, LLC

By: Susan C. Schrader
Name: SUSAN C. SCHRADER
Its: MEMBER

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Collins Brothers Land Development, LLC

By: Edwin A. Schradler
Name: EDWIN A. SCHRADER, JR.
Its: MANAGER

Attest: City of Saratoga Springs, a political
subdivision of the State of Utah

By: _____
City Recorder

Jim Miller, Mayor

DEVELOPER:

<p>Sunrise 3, LLC</p> <p>By: Sunrise 3 Managers, LLC, its Manager</p> <p>By: _____ Nathan Shipp, Manager</p> <p>Tanuki Investments, LLC</p> <p>By: _____ Name: _____ Its: _____</p> <p>WFR 3, LLC</p> <p>By: Sunrise 3 Managers, LLC, its Manager</p> <p>By: _____ Nathan Shipp, Manager</p>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

COLLINS:

Collins Brothers Oil Company, LLC

By: Rebecca C Schmitt
Name: Rebecca C. Schmitt
Its: Member

State of Utah
County of SALT LAKE

The foregoing instrument was acknowledged before me this 25 day of February 2015 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of Sunrise 3, LLC.

Mindy Dansie
Notary Public



State of Utah
County of SALT LAKE

The foregoing instrument was acknowledged before me this 25 day of February 2015 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of WFR 3, LLC.

Mindy Dansie
Notary Public



State of Utah
County of SALT LAKE

The foregoing instrument was acknowledged before me this 25 day of February 2015 2015, by Nathan Shipp, as MANAGER of Tanuki Investments, LLC.

Mindy Dansie
Notary Public



State of _____
County of _____

The foregoing instrument was acknowledged before me this 21st day of February _____, 2015, by _____, as _____ of Collins Brothers Oil Company, LLC.

Notary Public

Please See
Attached
Certificate

Notary's Initials

MD
Date 2/21/2015

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Riverside }

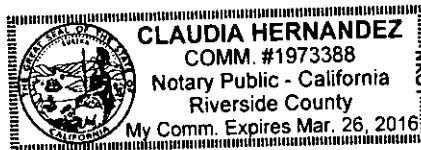
On February 21, 2015 before me, CLAUDIA HERNANDEZ, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared Kathleen Collins Lowery,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose
 name(s) is/are subscribed to the within instrument and acknowledged to me that
~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by
~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
 which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
 the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Claudia Hernandez
 Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Wildflower Master Development Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

Notary

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of February ___, 2015, by Nathan Shipp, Manager of Sunrise 3 Managers, LLC, the Manager of WFR 3, LLC.

Notary Public

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of February ___, 2015, by _____, as _____ of Tanuki Investments, LLC.

Notary Public

State of Texas
County of Bexar

The foregoing instrument was acknowledged before me this 23rd day of February ___, 2015, by Rebecca C. Schmitt, as member of Collins Brothers Oil Company, LLC.

Marcille Keeton

Notary Public



State of _____
County of _____

The foregoing instrument was acknowledged before me this ___ day of February ___, 2015, by _____, as _____ of Collins Brothers Oil Company, LLC.

Notary Public

State of _____

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 21st day of February 2015, by Susan C Schrader, as Member of Collins Brothers Oil Company, LLC.



Notary Public



State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by _____, as _____ of Collins Brothers Oil Company, LLC.

Notary Public

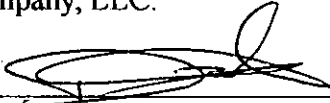
State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of February ____, 2015, by _____, as _____ of Collins Brothers Oil Company, LLC.

Notary Public

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 21st day of February 2015 2015, by Edwin A Schrader, Jr as Manager of Collins Brothers Land Development Company, LLC.



Notary Public



Exhibit Summary

- a. Exhibit A Property Description
- b. Exhibit B Community Plan
- c. Exhibit C Planning Commission Written Minutes with Adopted Findings and Conditions
- d. Exhibit D City Council Written Minutes with Adopted Findings and Conditions
- e. Exhibit E Report of Action (with Staff Reports)
- f. Exhibit F Design Guidelines
- g. Exhibit G Covenants, Conditions, and Restrictions
- h. Exhibit H Chapter 19.26 of the City Code

Exhibit A**LEGAL DESCRIPTIONS
PREPARED FOR****DAI****Job No. 13-0902**

(August 15, 2014)

FUTURE RESIDENTIAL AREAS**RESIDENTIAL AREA EAST OF MOUNTAIN VIEW CORRIDOR**

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°11'02"W along the Quarter Section Line 5113.57 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following seven (7) courses: northwesterly along the arc of a 2062.50 foot radius non-tangent curve to the left (radius bears: S66°56'14"W) 68.66 feet through a central angle of 1°54'26" (chord: N24°00'59"W 68.66 feet); thence N24°58'12"W 309.29 feet; thence along the arc of a 1937.50 foot radius curve to the right 326.07 feet through a central angle of 9°38'34" (chord: N20°08'56"W); N15°19'39"W 1319.02 feet; thence along the arc of a 4200.00 foot radius curve to the right 2424.99 feet through a central angle of 33°04'53" (chord: N1°12'47"E 2391.44 feet); thence N17°45'14"E 609.55 feet; thence along the arc of a 3000.00 foot radius curve to the right 207.76 feet through a central angle of 3°58'04" (chord: N19°44'16"E 207.72 feet); thence East 203.35 feet; thence North 200.00 feet; thence West 123.48 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: N21°46'10"E 11.84 feet; thence along the arc of a 3000.00 foot radius curve to the right 416.44 feet through a central angle of 7°57'12" (chord: N25°44'46"E 416.10 feet); thence along the arc of a 8590.00 foot radius curve to the left 1087.91 feet through a central angle of 7°15'23" (chord: N26°05'41"E 1087.18 feet); thence N22°27'59"E 342.75 feet; thence along the arc of a 760.00 foot radius curve to the right 959.86 feet through a central angle of 72°21'47" (chord: N58°38'53"E 897.33 feet); thence S85°10'13"E 581.77 feet; thence along the arc of a 1660.00 foot radius curve to the left 472.75 feet through a central angle of 16°19'02" (chord: N86°40'16"E 471.15 feet); thence N78°30'45"E 314.16 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence S0°05'10"E along the Section Line 1016.66 feet; ; thence N89°51'58"E 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: S16°33'17"E 43.07 feet; thence S9°58'30"E 53.91 feet; thence S6°37'28"W 103.89 feet; thence S9°27'03"W 107.43 feet; thence S8°32'21"W 53.31 feet; thence S6°29'17"W 48.17 feet; thence N89°58'51"W 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence

S26°33'37"W along the westerly line of Plats "W & R/S", Harvest Hills Subdivisions 1040.70 feet; thence S89°36'29"W along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence N9°35'01"E 216.50 feet; thence West 315.47 feet; thence S3°19'17"E 215.67 feet to the point of beginning.

Contains: ±176.49 Acres

RESIDENTIAL AREA WEST OF MOUNTAIN VIEW CORRIDOR

A Portion of the West Half of Section 10 and West Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southwest Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N0°20'24"E along the Section Line 928.72 feet; thence N33°57'04"E 432.41 feet; thence S70°29'56"E 67.56 feet; thence N19°30'04"E 20.00 feet; thence N70°29'56"W 62.40 feet; thence N33°57'04"E 103.50 feet; thence N5°03'04"E 7949.57 feet; thence N89°52'43"E 1644.05 feet; thence S0°17'28"W 304.24 feet to the proposed westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following twelve (12) courses: thence southwesterly along the arc of a 1000.00 foot radius non-tangent curve to the left (radius bears: S69°02'57"E) 21.43 feet through a central angle of 1°13'41" (chord: S20°20'12"W 21.43 feet); thence S19°43'22"W 600.87 feet; thence S15°24'52"W 391.36 feet; thence S17°09'12"W 330.78 feet; thence along the arc of a 1229.50 foot radius curve to the left 452.55 feet through a central angle of 21°05'21" (chord: S6°36'32"W 450.00 feet); thence S3°56'09"E 560.76 feet; thence along the arc of a 1085.00 foot radius curve to the right 643.69 feet through a central angle of 33°59'29" (chord: S13°03'36"W 634.29 feet); thence S30°03'20"W 320.30 feet; thence along the arc of a 4000.00 foot radius curve to the left 1453.26 feet through a central angle of 20°48'59" (chord: S19°38'51"W 1445.28 feet); thence S9°14'21"W 197.23 feet; thence along the arc of a 5312.50 foot radius curve to the left 1686.05 feet through a central angle of 18°11'03" (chord: S0°08'50"W 1678.98 feet); thence S8°56'42"E 494.69 feet; thence along the arc of a 2074.50 foot radius curve to the left 426.55 feet through a central angle of 11°46'52" (chord: S14°50'08"E 425.80 feet); thence along the arc of a 3400.00 foot radius curve to the right 353.95 feet through a central angle of 5°57'53" (chord: S17°44'37"E 353.79 feet); thence S14°45'41"E 361.44 feet; thence S12°37'19"E 764.34 feet; thence along the arc of a 1800.00 foot radius curve to the right 268.03 feet through a central angle of 8°31'54" (chord: S8°21'22"E 267.78 feet) to the South Line of said Section 10; thence N89°52'02"W along the Section Line 1999.77 feet to the point of beginning.

Contains: ±274.14 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by the City of Saratoga Springs as described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder.

FUTURE COMMERCIAL PROPERTIES

The following metes and bounds descriptions have been taken from the tax notices associated with the individual Collins Brothers Land Development, LLC and Collins Brothers Oil Co parcels as contained within the records of the Utah County Recorder. No property boundary survey has been conducted.

PARCEL NO. **ACREAGE**

58:033:0346 88.05

COM S .79 FT & E 335.82 FT FR NW COR. SEC. 15, T5S, R1W, SLB&M.; S 89 DEG 52' 8" E 1917.83 FT; S 12 DEG 44' 50" E .32 FT; ALONG A CURVE TO R (CHORD BEARS: S 10 DEG 28' 29" E 797 FT, RADIUS = 9795.65 FT); S 7 DEG 44' 6" E 240.05 FT; S 7 DEG 45' 6" E 59.49 FT; S 7 DEG 44' 6" E 376.04 FT; S 78 DEG 11' 20" W 338.59 FT; S 78 DEG 31' 24" W 220.46 FT; S 11 DEG 57' 1" E 4.4 FT; S 78 DEG 3' 0" W 1998.51 FT; N 0 DEG 21' 5" E 993.63 FT; S 72 DEG 20' 25" E 200 FT; S 72 DEG 21' 26" E 58.55 FT; N 5 DEG 5' 6" E 1078.18 FT TO BEG.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by Western States Ventures, LLC as described in Deed Entry No. 61632:2013 in the official records of the Utah County Recorder.

58:033:0308 46.50

COM S 0 DEG 21' 5" W 996.308 FT FR NE COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 21' 5" W 1010.57 FT; S 78 DEG 26' 26" W 2354.4 FT; N 33 DEG 39' 57" E 7.09 FT; N 78 DEG 3' 0" E 566.03 FT; N 11 DEG 54' 55" W 161.58 FT; N 56 DEG 54' 37" W 280.52 FT; N 33 DEG 40' 0" E 2453.05 FT; N 89 DEG 46' 39" E 1.85 FT; S 33 DEG 40' 0" W 1200.2 FT; N 89 DEG 46' 21" E 1327.16 FT TO BEG.

58:033:0317 20.03

COM N 897.22 FT & E 1785.86 FT FR W 1/4 COR. SEC. 15, T5S, R1W, SLB&M.; N 78 DEG 3' 0" E 240.72 FT; N 11 DEG 57' 0" W 25 FT; N 78 DEG 3' 0" E 589.15 FT; S 43 DEG 55' 49" E 51.41 FT; S 0 DEG 19' 9" E 302.87 FT; S 89 DEG 40' 11" E 5.23 FT; S 0 DEG 19' 46" W 297.36 FT; S 0 DEG 1' 42" E 56.56 FT; N 89 DEG 58' 17" E 21.63 FT; S 0 DEG 26' 0" W 528.87 FT; S 85 DEG 41' 35" W 28.62 FT; N 56.16 FT; S 85 DEG 41' 35" W 688.66 FT; N 89 DEG 12' 45" W 610.69 FT; N 0 DEG 24' 1" E 9.02 FT; S 89 DEG 20' 0" E 621.82 FT; N 9 DEG 2' 0" W 1026.65 FT TO BEG.

58:033:0327 11.30

COM N 15.15 FT & E 56.1 FT FR W 1/4 COR. SEC. 15, T5S, R1W, SLB&M.; N 0 DEG 22' 11" E 516.71 FT; N 78 DEG 3' 0" E 349.22 FT; S 87 DEG 8' 25" E 86.86 FT; N 78 DEG 12' 2" E 140.75 FT; S 39 DEG 12' 0" E 810.1 FT; S 89 DEG 57' 30" W 1066.49 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 49' 22" W 21.29 FT, RADIUS = 15 FT) TO BEG.

58:033:0183 11.09

COM AT E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 89 DEG 7' 53" W 1324.19 FT; N 89 DEG 7' 53" W 40.9 FT; N 12 DEG 7' 19" W 117.46 FT; N 32 DEG 52' 45" E 113.65 FT; N 78 DEG 26' 26" E 1358.56 FT; S 0 DEG 21' 5" W 503.23 FT TO BEG.

58:033:0193 7.90

COM S .06 FT & W .01 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 22' 11" W 529.82 FT; N 46 DEG 39' 38" W 560.72 FT; N 34 DEG 8' 20" W 138.69 FT; S 67 DEG 13' 32" W 178.58 FT; S 71 DEG 2' 2" W 369.75 FT; S 40 DEG 46' 48" W 158.96 FT; S 30 DEG 49' 21" W 240.03 FT; ALONG A CURVE TO R (CHORD BEARS: N 16 DEG 48' 2" W 155.73 FT, RADIUS = 954.64 FT) ARC LENGTH = 155.91 FEET; N 12 DEG 7' 19" W 238.26 FT; N 0 DEG 22' 48" E 184.03 FT; S 89 DEG 7' 53" E 1324.19 FT TO BEG.

58:033:0192 0.09

COM N 20.02 FT & W 1324.1 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 22' 48" W 183.79 FT; N 12 DEG 7' 19" W 188.61 FT; S 89 DEG 7' 53" E 40.83 FT TO BEG.

58:033:0187 18.39

COM N 1929.25 FT & E 13.15 FT FR S 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 0 DEG 23' 26" E 333.02 FT; N 33 DEG 40' 0" E 423.69 FT; N 78 DEG 26' 26" E 130.85 FT; S 89 DEG 7' 53" E 824.29 FT; S 12 DEG 6' 53" E 449.27 FT; ALONG A CURVE TO L (CHORD BEARS: S 16 DEG 11' 33" E 147.98 FT, RADIUS = 1050.64 FT) ARC LENGTH = 148.10 FEET; S 0 DEG 22' 48" W 101.65 FT; S 54 DEG 53' 55" W 264.91 FT; N 62 DEG 2' 57" W 559.96 FT; S 88 DEG 25' 20" W 355.07 FT; S 65 DEG 40' 14" W 283.27 FT TO BEG.

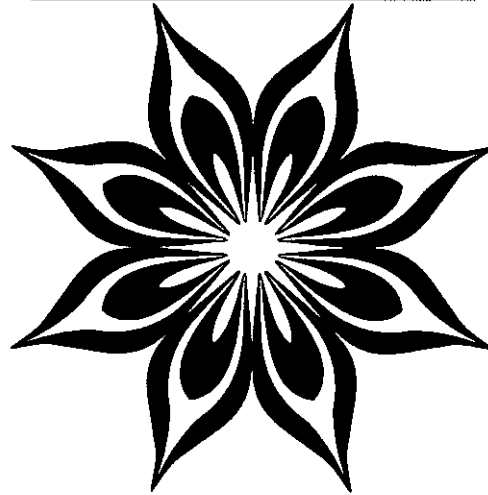
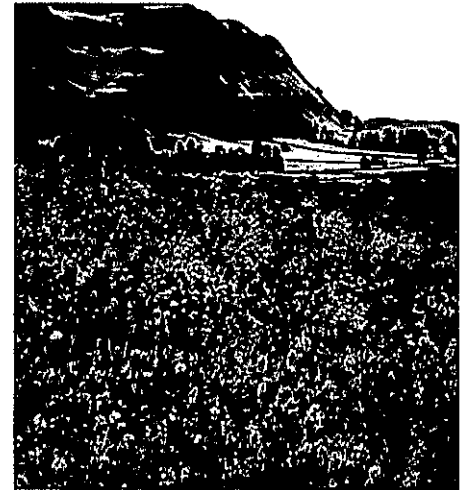
58:033:0194 0.04

COM S 637.72 FT & W 1295.66 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 54 DEG 53' 55" W 40.22 FT; N 0 DEG 22' 48" E 101.48 FT; ALONG A CURVE TO L (CHORD BEARS: S 21 DEG 53' 12" E 60.43 FT, RADIUS = 1050.64 FT) ARC LENGTH = 60.43 FEET; S 23 DEG 32' 4" E 24.3 FT TO BEG.

58:033:0184 1.56

COM N 22.19 FT & W 1463.5 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 89 DEG 7' 53" W 824.22 FT; N 78 DEG 26' 26" E 720.3 FT; S 57 DEG 6' 56" E 117.21 FT; S 12 DEG 6' 53" E 95.31 FT TO BEG.

Community Plan



WILDFLOWER

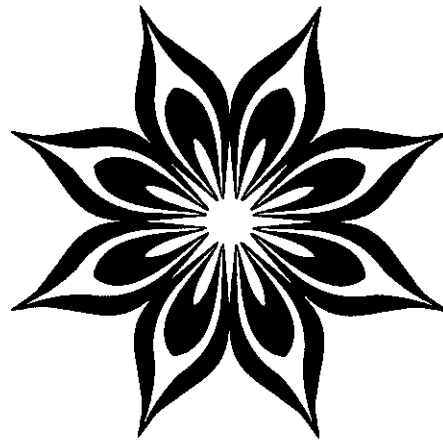
AT SARATOGA SPRINGS

FINAL

COMMUNITY PLAN

March 13, 2015

DAI



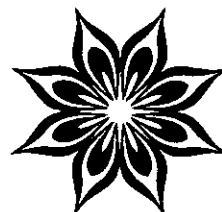
WILDFLOWER

AT SARATOGA SPRINGS

FINAL COMMUNITY PLAN

Prepared By:

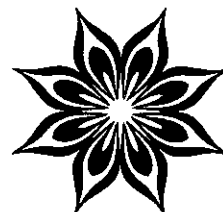
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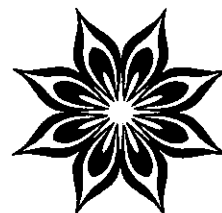
WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

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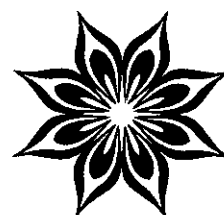
Project Introduction

Wildflower is a 800 acre master planned community located in northern Saratoga Springs, Utah. The project will be developed in multiple phases and the build-out duration will depend on market demands and growth patterns in the area.

The intent of this project is to provide a high quality, value added selection of housing types to broaden the project's appeal to a wide range of potential buyers, varied price ranges and promote desirable market trends and amenities. The Community Plan and Development Agreement documents identify a variety of differing residential neighborhood areas which are distinguished from one another by unique project features. A wide selection of product designs and architectural treatments, project entrance features, unifying landscape design elements and standards, and pedestrian/bike linkages and accessibility to open space, trails and recreational amenities are envisioned.

One of the unique challenges of the Wildflower community is the location and inherent impacts associated with the future construction of the Mountain View Corridor. As seen in the attached exhibits, the 145 +/- acre corridor bisects the total residential project area of 595 acres into two parcels - one parcel on each side of the corridor. The construction of the Mountain View Corridor will require extensive grading in and around the roadway. The impacts of this major road system bisecting the project, significantly limit the ability to create a sense of community and create many challenges to developing the property. Some of these challenges include increased difficulty in planning the various land uses, the need for walls and buffering/sound attenuation, difficulty in planning trail & pedestrian linkages and master-planning of utilities, etc.

As of the date of this Community Plan, UDOT and the Wildflower developer have not reached a definitive agreement (in lieu of condemnation) relating to the transfer of the contemplated Mountain View Corridor right of way land, identified in the exhibits. Accordingly, the final location of the Mountain View Corridor may change from the location identified in the exhibits to other portions of the property. Any change in location will not result in an increase or decrease in the amount of residential density identified in this Community Plan for the project, although the Neighborhood configuration would be expected to change.



The Wildflower developer has worked extensively with UDOT to determine the location and alignment of the contemplated Mountain View Corridor (as identified in the exhibits), as well as agreeable terms pursuant to which a transfer (in lieu of condemnation) of the Mountain View Corridor right of way land would occur. The developer will continue to exercise its best efforts to reach a definitive agreement with UDOT with terms acceptable to the developer. It is understood that the final location of the Mountain View Corridor may change from the location identified in the Exhibits to this Community Plan, to other portions of the property, and UDOT may elect to terminate its interest in extending the Mountain View Corridor on any portion of the project. In either event, while the Neighborhood configuration would be expected to change, any change in location or termination of the MVC project will not result in an increase or decrease of the total residential density for the project of 1468 units (which total density is based on an average density of 2.46 units per acre for the entire Wildflower property, inclusive of the land currently planned for the future MVC right of way).

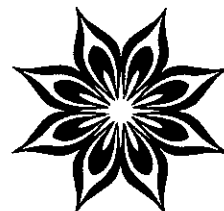


Wildflower Theme

The Wildflower community will re-enforce the adopted theme by incorporating native wildflower seed mixes into the landscape areas of the parks, trails, entry features and other areas throughout the project. The community will include formal landscape treatments at the entry of each individual neighborhood area, as well as other open space. Wildflower will be designed to create a sustainable, high-quality, engaging community with broad appeal to a wide range of buyers with varied tastes, price points and lifestyles, which will all enhance the value and desirability of the project over time.

Findings Statement

- a. Wildflower is consistent with goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection.
- b. Wildflower does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan. See page 21.
- c. Wildflower contains sufficient standards to guide the creation of innovative design that responds to unique conditions. The entire project caters to the Mountain View Corridor.
- d. Wildflower is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties.
- e. Wildflower includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation. See Utility and Roadway exhibits.
- f. Wildflower is consistent with the guiding standards listed in Section 19.26.06.
- g. Wildflower contains the required elements as dictated in Section 19.26.07.



Planned Community Zone

The Planned Community Zone establishes a process to enable the developer and the City to plan for future development while allowing the flexibility to respond to changes in the market over long build-out periods. The goal is to provide a project with unique identity and character, establish an innovative integration of uses and preserve open space. In order to provide innovative design patterns a variety of development and use standards needs to be established. In large developments the PC zone allows greater flexibility compared to traditional zoning.

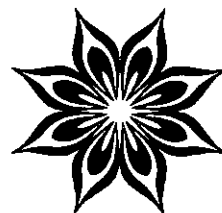
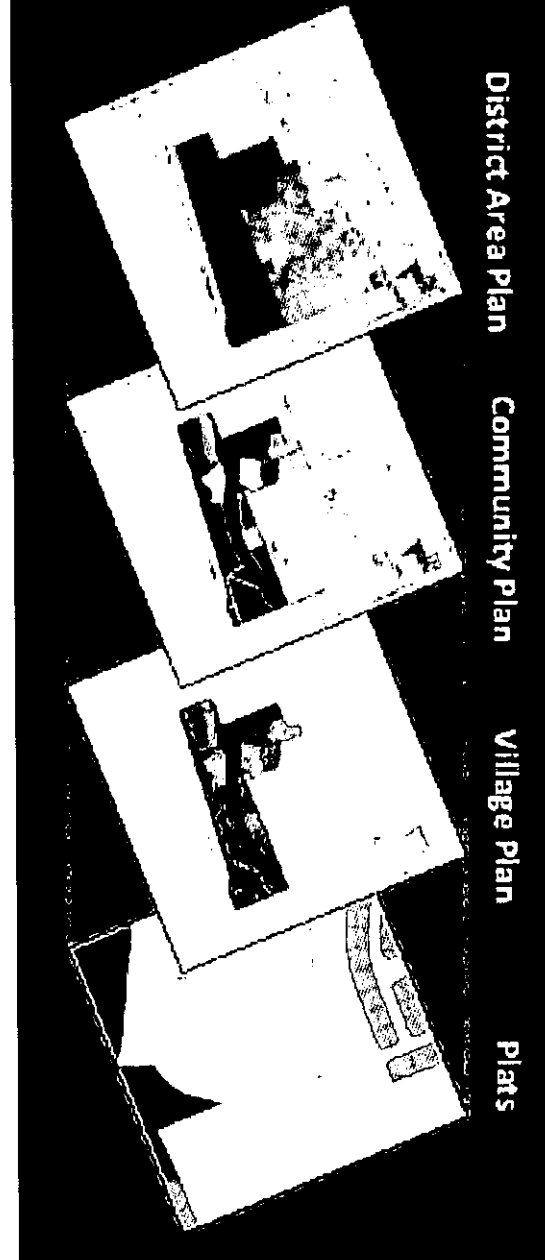
District Area Plan

The District Area Plan is not applicable to the Wildflower project as it does not meet the minimum acreage required in 19.26.13 of the Saratoga Springs Municipal Code.

Community Plan

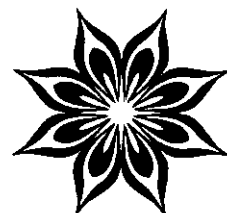
The Wildflower Community Plan provides a structure for effective planning and design for each residential neighborhood. Each neighborhood will be linked to an extensive network of open space and pedestrian/ bike trails, which will access future commercial development. These trails may connect to the network of similar amenities located throughout the Saratoga Springs area while accommodating future growth along the Mountain View Corridor.

The exhibit below illustrates the transition between the various scales of master planning required by Saratoga Springs to arrive at a final plan.



The Wildflower Community Plan addresses the following elements pertaining to the design concepts and overall development of the project:

- Community Plans are prepared by the landowner in consultation with the Planning Department and other affected municipal entities.
- Legal Description of Wildflower property and Vicinity Map. See pages 13 and 16.
- Use Map, which depicts the proposed character and use of all Wildflower property within the Planned Community District. See page 14.
- Build-out allocations of all acreage within the Wildflower Planned Community District. These allocations are based on residential and commercial Equivalent Residential Units (ERUs) as found in the Saratoga Springs Municipal Code Section 19.26.
- Open Space Plan, which includes parks and open space as well as a trail network providing connectivity between differing residential and commercial areas. See page 46.
- Guiding Land Use and Design Principles, which describe the character and objectives of this Community Plan. See page 11.
- Description of current and future utility capacities required to serve the maximum build-out of the Community Plan. See pages 69 to end of document.
- Conceptual Plans including:
 - Grading plan. See page 87.
 - Open Space Management Plan. See page 45.
 - Fire Protection Plan. See page 93.
 - Elements that address existing physical characteristics of the site and how environmental issues will be protected. See page 89.
 - Common area maintenance provisions and timely open space phase dedication. See page 45.
 - Architectural Standards. See pages 35-41.
- All exhibits illustrate the intended goals for the Wildflower Community Plan.



Village Plan

A Village Plan is defined as detailed plans for the development and implementation of an entire Community Plan or individual phases or sub-areas of a Community Plan. It contains a set of regulations that apply to a defined geographic area and combines specific development standards, design guidelines, infrastructure plans, and other elements as appropriate into a single document. Village Plans establish transect sub-district boundaries, minor thoroughfares and civic special districts.

- a. Village Plans are prepared by the landowner and/or their agents or designees in consultation with the Planning Department.
- b. Multiple Village Plans may be submitted concurrently.
- c. Each Village Plan may include one or multiple plats. The Land Use Authority has administrative authority over Village Plans after review and recommendation from the Planning Commission public hearing.
- d. Village Plans must be prepared in a manner consistent with a governing Community Plan.
- e. Village Plans are regulated by Section 19.26 of the Saratoga Springs Municipal Code.

Preliminary and Final Plats

Preliminary and Final Plats pertain to individual lots and establish building placement, form, materials, sitework, landscaping and other elements required for permitting.

- a. This Chapter does not supersede building and life safety codes, adherence to which are also required for permitting.
- b. Preliminary and Final Plats are prepared by the landowner and/or their agents or designees.
- c. Preliminary and Final Plats must be consistent with the approved Village Plan.
- d. Preliminary and Final Plats shall run through the approval process found in the Saratoga Springs Municipal Code Section 19.12 and 19.13.
- e. Every recorded Plat within one-half mile of Camp Williams shall have a required notification stating: "Some or all of the property within this [residential/commercial] development lies within a Military Influence Overlay District (MCAOD) and may be subject to noise and vibration impacts as well as subject to increased lighting and building standards. Additional information regarding the overlay district, as well as potential impacts to properties, can be obtained from the Saratoga Springs City Planning Department."
- f. Every recorded plat within one-half mile of existing mink farms shall have a required notification stating such.

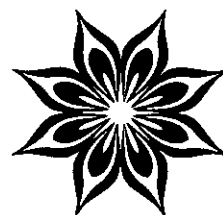


- g. Every recorded plat within one-half mile of a mining facility shall have a required notification regarding the potential for blasting.

Design Principles and Concepts

Wildflower provides a desirable community, in which residents will live, work and recreate. The community offers a variety of residential housing types and provides for future commercial development. In conjunction with the Community Plan document, the following guiding principles will be implemented throughout Wildflower:

- **Transportation Plan and Streetscape:** Effective planning of street and pedestrian thoroughfares will reduce the duration and length of vehicle trips throughout the community. These thoroughfares will also provide appealing streetscapes, which incorporate attractive neighborhood entrance features and attractive open space landscaping. A variety of transportation systems are illustrated which include: vehicular systems, bicycle trail systems and pedestrian walks/trails and possible future bus routes.
- **Open Space Parks and Recreation:** Provide a network of parks and open space which provide connectivity through neighborhoods and serve as desirable spaces for both youth and adult recreation. See Exhibit Four: Open Space Exhibit found on page 46.
- **Character:** Create a diverse yet harmonious variety of housing types, which accommodate a range of ages, lifestyles and income levels. Subtle variations in building materials, lot sizes and home square footages will provide unique character to each housing product type and establish individual neighborhood identities while maintaining an overall harmonious theme throughout the community. Creating a clear distinction between each neighborhood, yet maintaining a natural flow throughout the community will be established by effectively designing open space and trail networks as well as signage and landscape treatments.
- The Wildflower Community is committed to the Dark Sky Initiative as a guiding principal for lighting regulations in this planned community. Along with the Dark Sky Initiative, this project will conform to the Saratoga Springs Residential Street Light Details and chapter 19.11 of the Saratoga Springs Municipal Code.



- Landscaping: The Wildflower Community Plan shall preserve and generally heighten the area's natural elements and enhance architectural features, the character of homes, buildings, streetscapes, trails and/or open space areas. The purpose is to preserve existing views as well as provide areas of intermittent shade and screening to meet the requirements of 19.06 of the Saratoga Springs Municipal Code, in addition to buffering and sound attenuation from the future Mountain View Corridor.
- Commercial: Approximately 200 acres will be preserved for future commercial and office development. Office, warehouse, retail and other commercial uses will likely be viable in this location. Such commercial growth will enhance the level of enjoyment and commercial growth envision in Norther Utah County.
- Parking: Wildflower parking parameters shall follow the Parking Regulations in section 13.02 of Saratoga Springs City Municipal Code Parking Regulations and section 19.09 for Off-Street Parking Requirements.
- Establish development parameters to mitigate the immediate and future anticipated impacts of the Mountain View Corridor. This includes appropriate buffering for each individual neighborhood area in the Village Plan documents.

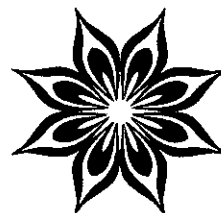


EXHIBIT ONE: Project Location



EXHIBIT TWO: Land Use Master Plan

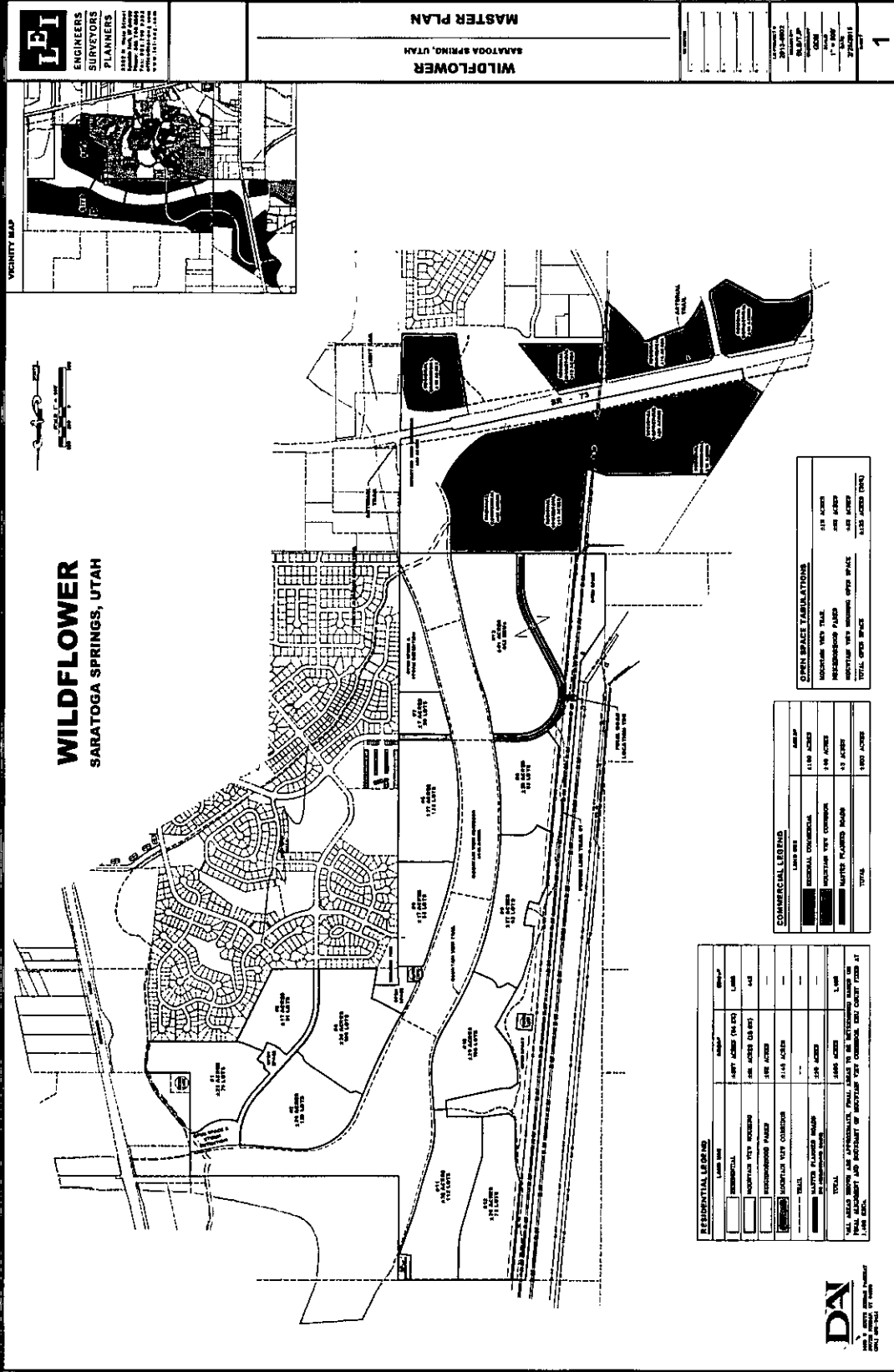
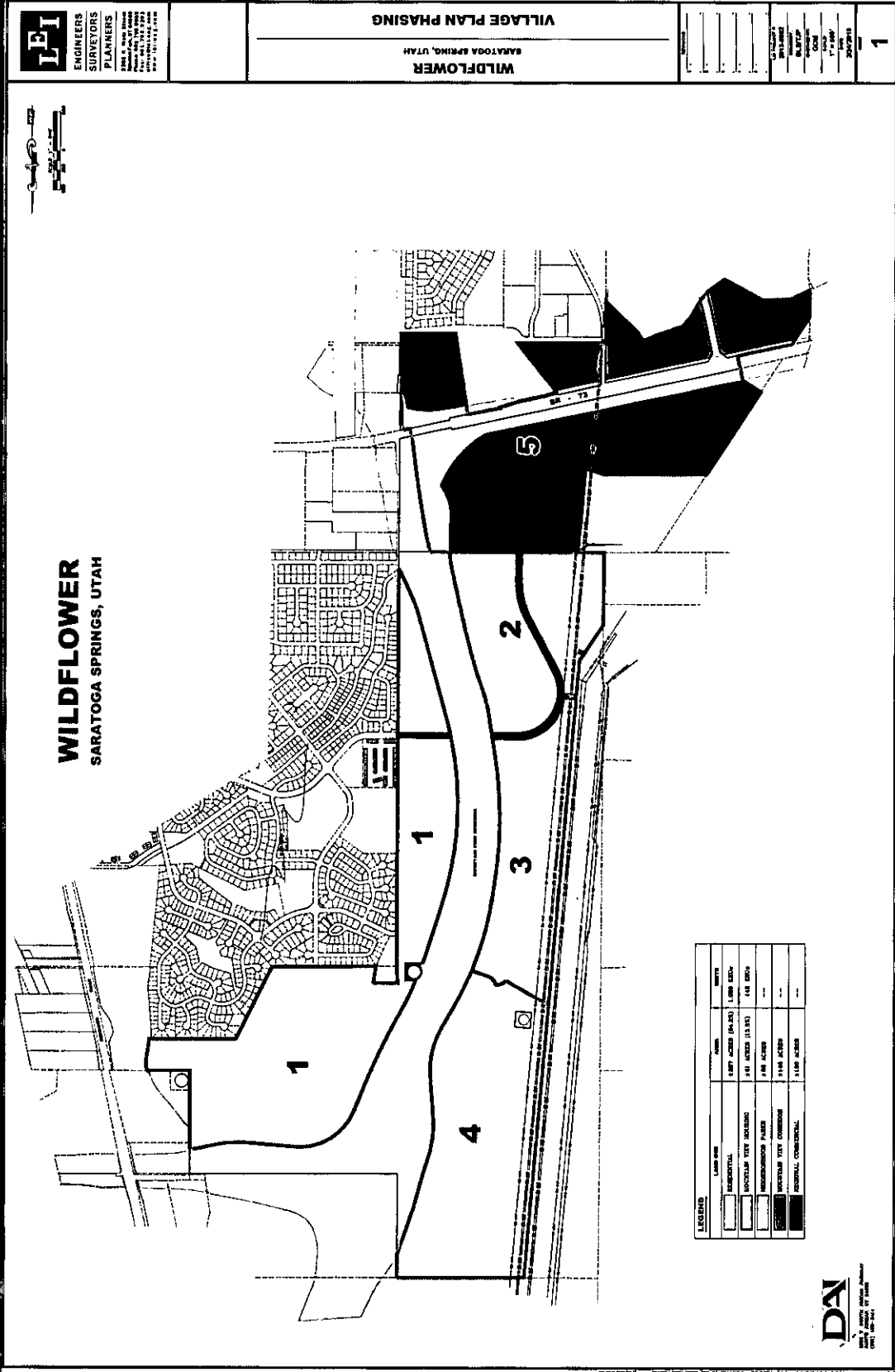


EXHIBIT THREE: Village Phasing Plan



WILDFLOWER
SARATOGA SPRINGS, UTAH



WILDFLOWER
SARATOGA SPRINGS, UTAH

WILDFLOWER
SARATOGA SPRINGS, UTAH
VILLAGE PLAN PHASING

DATE	11/11/15
BY	DAI
CHECKED BY	DAI
SCALE	AS SHOWN
PROJECT NO.	21748
SHEET NO.	53
TOTAL SHEETS	187

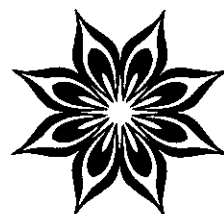


Legal Description

Residential Area East of Mountain View Corridor

A Portion of the West Half of Section 10 and the South Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the North 1/4 Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}11'02''W$ along the Quarter Section Line 5113.57 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following seven (7) courses: northwesterly along the arc of a 2062.50 foot radius non-tangent curve to the left (radius bears: $S66^{\circ}56'14''W$) 68.66 feet through a central angle of $1^{\circ}54'26''$ (chord: $N24^{\circ}00'59''W$ 68.66 feet); thence $N24^{\circ}58'12''W$ 309.29 feet; thence along the arc of a 1937.50 foot radius curve to the right 326.07 feet through a central angle of $9^{\circ}38'34''$ (chord: $N20^{\circ}08'56''W$); $N15^{\circ}19'39''W$ 1319.02 feet; thence along the arc of a 4200.00 foot radius curve to the right 2424.99 feet through a central angle of $33^{\circ}04'53''$ (chord: $N1^{\circ}12'47''E$ 2391.44 feet); thence $N17^{\circ}45'14''E$ 609.55 feet; thence along the arc of a 3000.00 foot radius curve to the right 207.76 feet through a central angle of $3^{\circ}58'04''$ (chord: $N19^{\circ}44'16''E$ 207.72 feet); thence East 203.35 feet; thence North 200.00 feet; thence West 123.48 feet to the proposed easterly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following eight (8) courses: $N21^{\circ}46'10''E$ 11.84 feet; thence along the arc of a 3000.00 foot radius curve to the right 416.44 feet through a central angle of $7^{\circ}57'12''$ (chord: $N25^{\circ}44'46''E$ 416.10 feet); thence along the arc of a 8590.00 foot radius curve to the left 1087.91 feet through a central angle of $7^{\circ}15'23''$ (chord: $N26^{\circ}05'41''E$ 1087.18 feet); thence $N22^{\circ}27'59''E$ 342.75 feet; thence along the arc of a 760.00 foot radius curve to the right 959.86 feet through a central angle of $72^{\circ}21'47''$ (chord: $N58^{\circ}38'53''E$ 897.33 feet); thence $S85^{\circ}10'13''E$ 581.77 feet; thence along the arc of a 1660.00 foot radius curve to the left 472.75 feet through a central angle of $16^{\circ}19'02''$ (chord: $N86^{\circ}40'16''E$ 471.15 feet); thence $N78^{\circ}30'45''E$ 314.16 feet to the East Line of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}05'10''E$ along the Section Line 1016.66 feet; ; thence $N89^{\circ}51'58''E$ 547.97 feet to the East Bank of the Jacob Welby Canal; thence along the said East Bank the following six (6) courses: $S16^{\circ}33'17''E$ 43.07 feet; thence $S9^{\circ}58'30''E$ 53.91 feet; thence $S6^{\circ}37'28''W$ 103.89 feet; thence $S9^{\circ}27'03''W$ 107.43 feet; thence $S8^{\circ}32'21''W$ 53.31 feet; thence $S6^{\circ}29'17''W$ 48.17 feet; thence $N89^{\circ}58'51''W$ 1118.84 feet to the Northwest Corner of Plat "W", Harvest Hills Subdivision; thence $S26^{\circ}33'37''W$ along the westerly line of Plats "W & R/S".



Harvest Hills Subdivisions 1040.70 feet; thence S89°36'29"W along Plats "Z, AA & CC" Harvest Hills Subdivisions 1346.34 feet; thence N9°35'01"E 216.50 feet; thence West 315.47 feet; thence S3°19'17"E 215.67 feet to the point of beginning. Contains 176.49 acres.

Residential Area West of Mountain View Corridor

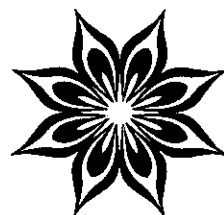
A Portion of the West Half of Section 10 and West Half of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning at the Southwest Corner of Section 10, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence N0°20'24"E along the Section Line 928.72 feet; thence N33°57'04"E 432.41 feet; thence S70°29'56"E 67.56 feet; thence N19°30'04"E 20.00 feet; thence N70°29'56"W 62.40 feet; thence N33°57'04"E 103.50 feet; thence N5°03'04"E 7949.57 feet; thence N89°52'43"E 1644.05 feet; thence S0°17'28"W 304.24 feet to the proposed westerly right-of-way line of Mountain View Corridor; thence along said right-of-way line the following twelve (12) courses: thence southwesterly along the arc of a 1000.00 foot radius non-tangent curve to the left (radius bears: S69°02'57"E) 21.43 feet through a central angle of 1°13'41" (chord: S20°20'12"W 21.43 feet); thence S19°43'22"W 600.87 feet; thence S15°24'52"W 391.36 feet; thence S17°09'12"W 330.78 feet; thence along the arc of a 1229.50 foot radius curve to the left 452.55 feet through a central angle of 21°05'21" (chord: S6°36'32"W 450.00 feet); thence S3°56'09"E 560.76 feet; thence along the arc of a 1085.00 foot radius curve to the right 643.69 feet through a central angle of 33°59'29" (chord: S13°03'36"W 634.29 feet); thence S30°03'20"W 320.30 feet; thence along the arc of a 4000.00 foot radius curve to the left 1453.26 feet through a central angle of 20°48'59" (chord: S19°38'51"W 1445.28 feet); thence S9°14'21"W 197.23 feet; thence along the arc of a 5312.50 foot radius curve to the left 1686.05 feet through a central angle of 18°11'03" (chord: S0°08'50"W 1678.98 feet); thence S8°56'42"E 494.69 feet; thence along the arc of a 2074.50 foot radius curve to the left 426.55 feet through a central angle of 11°46'52" (chord: S14°50'08"E 425.80 feet); thence along the arc of a 3400.00 foot radius curve to the right 353.95 feet through a central angle of 5°57'53" (chord: S17°44'37"E 353.79 feet); thence S14°45'41"E 361.44 feet; thence S12°37'19"E 764.34 feet; thence along the arc of a 1800.00 foot radius curve to the right 268.03 feet through a central angle of 8°31'54" (chord: S8°21'22"E 267.78 feet) to the South Line of said Section 10; thence N89°52'02"W along the Section Line 1999.77 feet to the point of beginning.

Contains: ±274.14 Acres

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

All of that real property owned by the City of Saratoga Springs as described in Deed Entry No. 3238:2014 in the official records of the Utah County Recorder.



Future Commercial Properties

The following metes and bounds descriptions have been taken from the tax notices associated with the individual Collins Brothers Land Development, LLC and Collins Brothers Oil Co parcels as contained within the records of the Utah County Recorder. No property boundary survey has been conducted.

PARCEL NO.	ACREAGE
58:033:0346	88.05

COM S .79 FT & E 335.82 FT FR NW COR. SEC. 15, T5S, R1W, SLB&M.; S 89 DEG 52' 8" E 1917.83 FT; S 12 DEG 44' 50" E .32 FT; ALONG A CURVE TO R (CHORD BEARS: S 10 DEG 28' 29" E 797 FT, RADIUS = 9795.65 FT); S 7 DEG 44' 6" E 240.05 FT; S 7 DEG 45' 6" E 59.49 FT; S 7 DEG 44' 6" E 376.04 FT; S 78 DEG 11' 20" W 338.59 FT; S 78 DEG 31' 24" W 220.46 FT; S 11 DEG 57' 1" E 4.4 FT; S 78 DEG 3' 0" W 1998.51 FT; N 0 DEG 21' 5" E 993.63 FT; S 72 DEG 20' 25" E 200 FT; S 72 DEG 21' 26" E 58.55 FT; N 5 DEG 5' 6" E 1078.18 FT TO BEG.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PROPERTY:

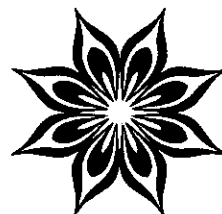
All of that real property owned by Western States Ventures, LLC as described in Deed Entry No. 61632:2013 in the official records of the Utah County Recorder.

58:033:0308	46.50
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COM S 0 DEG 21' 5" W 996.308 FT FR NE COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 21' 5" W 1010.57 FT; S 78 DEG 26' 26" W 2354.4 FT; N 33 DEG 39' 57" E 7.09 FT; N 78 DEG 3' 0" E 566.03 FT; N 11 DEG 54' 55" W 161.58 FT; N 56 DEG 54' 37" W 280.52 FT; N 33 DEG 40' 0" E 2453.05 FT; N 89 DEG 46' 39" E 1.85 FT; S 33 DEG 40' 0" W 1200.2 FT; N 89 DEG 46' 21" E 1327.16 FT TO BEG.

58:033:0317	20.03
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COM N 897.22 FT & E 1785.86 FT FR W 1/4 COR. SEC. 15, T5S, R1W, SLB&M.; N 78 DEG 3' 0" E 240.72 FT; N 11 DEG 57' 0" W 25 FT; N 78 DEG 3' 0" E 589.15 FT; S 43 DEG 55' 49" E 51.41 FT; S 0 DEG 19' 9" E 302.87 FT; S 89 DEG 40' 11" E 5.23 FT; S 0 DEG 19' 46" W 297.36 FT; S 0 DEG 1' 42" E 56.56 FT; N 89 DEG 58' 17" E 21.63 FT; S 0 DEG 26' 0" W 528.87 FT; S 85 DEG 41' 35" W 28.62 FT; N 56.16 FT; S 85 DEG 41' 35" W 688.66 FT; N 89 DEG 12' 45" W 610.69 FT; N 0 DEG 24' 1" E 9.02 FT; S 89 DEG 20' 0" E 621.82 FT; N 9



DEG 2' 0" W 1026.65 FT TO BEG.

58:033:0327 11.30

COM N 15.15 FT & E 56.1 FT FR W 1/4 COR. SEC. 15, T5S, R1W, SLB&M.; N 0 DEG 22' 11" E 516.71 FT; N 78 DEG 3' 0" E 349.22 FT; S 87 DEG 8' 25" E 86.86 FT; N 78 DEG 12' 2" E 140.75 FT; S 39 DEG 12' 0" E 810.1 FT; S 89 DEG 57' 30" W 1066.49 FT; ALONG A CURVE TO R (CHORD BEARS: N 44 DEG 49' 22" W 21.29 FT, RADIUS = 15 FT) TO BEG.

58:033:0183 11.09

COM AT E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 89 DEG 7' 53" W 1324.19 FT; N 89 DEG 7' 53" W 40.9 FT; N 12 DEG 7' 19" W 117.46 FT; N 32 DEG 52' 45" E 113.65 FT; N 78 DEG 26' 26" E 1358.56 FT; S 0 DEG 21' 5" W 503.23 FT TO BEG.

58:033:0193 7.90

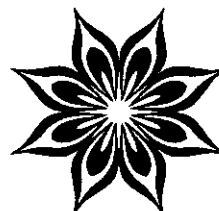
COM S .06 FT & W .01 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 22' 11" W 529.82 FT; N 46 DEG 39' 38" W 560.72 FT; N 34 DEG 8' 20" W 138.69 FT; S 67 DEG 13' 32" W 178.58 FT; S 71 DEG 2' 2" W 369.75 FT; S 40 DEG 46' 48" W 158.96 FT; S 30 DEG 49' 21" W 240.03 FT; ALONG A CURVE TO R (CHORD BEARS: N 16 DEG 48' 2" W 155.73 FT, RADIUS = 954.64 FT) ARC LENGTH = 155.91 FEET; N 12 DEG 7' 19" W 238.26 FT; N 0 DEG 22' 48" E 184.03 FT; S 89 DEG 7' 53" E 1324.19 FT TO BEG.

58:033:0192 0.09

COM N 20.02 FT & W 1324.1 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 0 DEG 22' 48" W 183.79 FT; N 12 DEG 7' 19" W 188.61 FT; S 89 DEG 7' 53" E 40.83 FT TO BEG.

58:033:0187 18.39

COM N 1929.25 FT & E 13.15 FT FR S 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 0 DEG 23' 26" E 333.02 FT; N 33 DEG 40' 0" E 423.69 FT; N 78 DEG 26' 26" E 130.85 FT; S 89 DEG 7' 53" E 824.29 FT; S 12 DEG 6' 53" E 449.27 FT; ALONG A CURVE TO L (CHORD BEARS: S 16 DEG 11' 33" E 147.98 FT, RADIUS = 1050.64 FT) ARC LENGTH = 148.10 FEET; S 0 DEG 22' 48" W 101.65 FT; S 54 DEG 53' 55" W 264.91 FT; N 62 DEG 2'



57" W 559.96 FT; S 88 DEG 25' 20" W 355.07 FT; S 65 DEG 40' 14" W 283.27 FT TO BEG.

58:033:0194 0.04

COM S 637.72 FT & W 1295.66 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; S 54 DEG 53' 55" W 40.22 FT; N 0 DEG 22' 48" E 101.48 FT; ALONG A CURVE TO L (CHORD BEARS: S 21 DEG 53' 12" E 60.43 FT, RADIUS = 1050.64 FT) ARC LENGTH = 60.43 FEET; S 23 DEG 32' 4" E 24.3 FT TO BEG.

58:033:0184 1.56

COM N 22.19 FT & W 1463.5 FT FR E 1/4 COR. SEC. 16, T5S, R1W, SLB&M.; N 89 DEG 7' 53" W 824.22 FT; N 78 DEG 26' 26" E 720.3 FT; S 57 DEG 6' 56" E 117.21 FT; S 12 DEG 6' 53" E 95.31 FT TO BEG.



Equivalent Residential Unit Transfers

An Equivalent Residential Unit (ERU) is defined by the Saratoga Springs Municipal Code as a unit of measurement to evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads and public safety of proposed residential and commercial land uses. Every residential and commercial unit is a minimum of one ERU. Since build-out of the Wildflower development will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density ERUs may be transferred within the project as necessary to improve design, accessibility, and marketability. The City acknowledges that the master developer shall have the ability in its reasonable business judgment to transfer ERUs between residential areas within the project upon written notice to the City and delivery to the City of written consent of the property owners of the neighborhoods which are sending and receiving such densities (if different from the master developer), so long as any such transfer adheres to the following standards:

- a. The maximum number of ERUs established in the Community Plan for all residential neighborhoods shall not exceed 1,468 as shown in the Land Use Master Plan.
- b. The maximum number of Commercial ERUs shall be established at time of Village Plan and shall be subject to the Saratoga Springs Municipal Code.
- c. Any transfer of ERUs into or out of any neighborhood type established in the Community Plan shall not exceed fifteen percent (15%) without approval of the City Council. In no case shall the transfer of ERUs into or out of any land use designation or district exceed twenty-five (25%) of that established in the Community Plan. ERU transfers shall comply with the neighborhood breakdown on page 27.
- d. ERUs may not be transferred from a more intensive neighborhood into a less intensive neighborhood designated in this Community Plan located east of the identified Mountain View Corridor and bordering any portion of the Harvest Hills subdivision if such transfer would result in single family lots smaller than 4,500 square feet. Single Family Lots of less than 4,500 square feet are permitted in the Mountain View Housing Neighborhood.
- e. ERUs may not be transferred into any open space or park unless said use and acreage is replaced elsewhere within the same neighborhood.
- f. Density transfers will be finalized at time of Village Plan.



Density

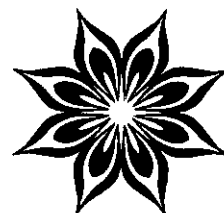
The Wildflower development started with an R-3 zone which typically yields approximately 2.5 units per acre. The overall density was calculated by taking the residential acreage of 588 (595 acres less sensitive lands) multiplied by 2.5 to get 1,468 residential units. The density under the Mountain View Corridor shall be relocated throughout the residential portion of the project with the majority of the density being transferred to the Mountain View Housing area shown on the Land Use Master Plan (see Exhibit Two) with 442 units over approximately 61 acres for an average density of 7.25 units per acre. The units outside of the Mountain View Housing shall consist of 1,026 units spread out in the residential area of approximately 379 acres (including parks and open space) for an average of 2.7 units per acre.

Buildout Allocation

The Wildflower Community will have a variety of housing types and lot sizes to accommodate a mix of income levels, age ranges and lifestyles from the young professional to the retired grandparent. The housing types will vary based on the location within the Residential area or the Mountain View Housing Neighborhood area. The remainder of units outside of the 442 located within the Mountain View Housing Neighborhood shall be single family residential with the exception that multi-family may be permitted on the west side of the Mountain View Corridor in logical locations to allow for larger lots elsewhere.

Regional Commercial

The Regional Commercial use shown on the Land Use Master Plan (see Exhibit Two) will adhere to the Saratoga Springs Municipal Code and further criteria will be submitted for review as part of the Village Plan submittal. A separate Wildflower (Commercial) Design Review Committee will be formed at such time and shall review and approve all proposed Site Plans prior to submittal to the to the City.



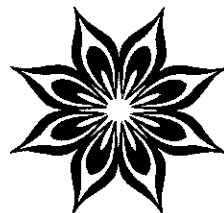
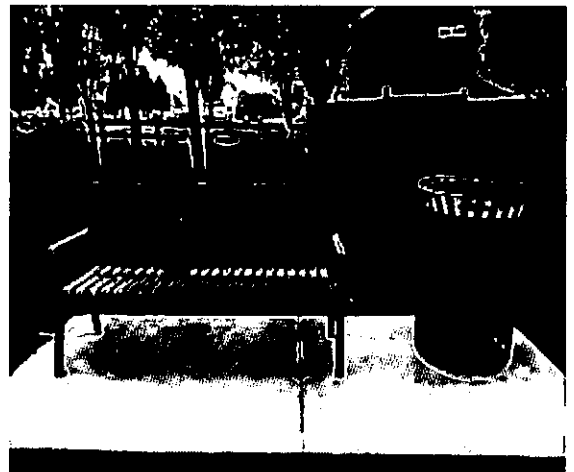
Neighborhood Philosophy and Character

Open Space and Trail Networks will create a natural flow between neighborhoods. The trails provide easy access to the variety of open space types that will be located throughout the development. Entrance feature areas with monument signage will create a formal delineation of residential neighborhoods; they will allow for passive uses and create neighborhood individuality and identity. Each neighborhood is to provide a variety of price ranges, lot square footage, staggered yard setbacks, and housing types which will also contribute to a sense of entry to each neighborhood. An identifiable, but subtle difference between building materials, lot size, and home square footage will provide a unique character to each home, while still making each neighborhood easily distinguishable.



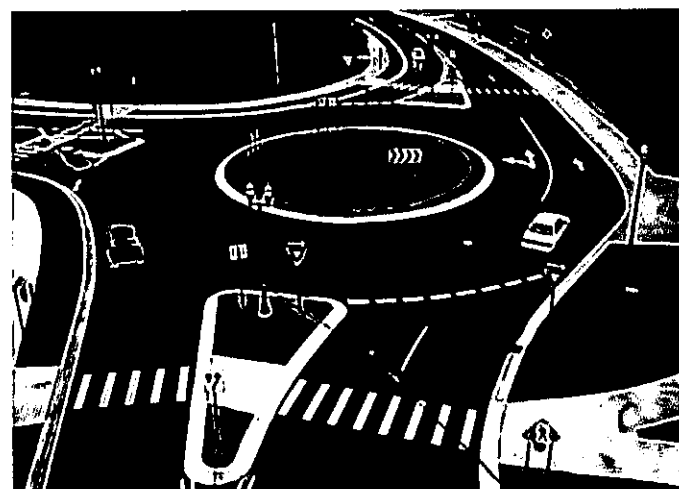
Streetscape

The streetscape is an important part of this development that will serve many functions such as project continuity and contributing to the personality of each neighborhood, providing safety for all modes of transportation and creating a sense of place for residents and visitors. Elements including street lights, street furniture, trees and landscaping will contribute to the character of each block. Necked intersections and roundabouts will be used to provide safety for pedestrians and bicyclists; roundabouts will encourage drivers to slow down, improve traffic flow and create areas for an attractive green space with wildflowers and other native plants.



Wayfinding

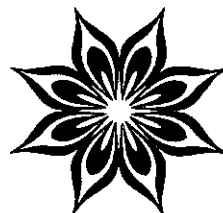
Wayfinding will be an essential key to each neighborhood's functionality and character. By providing the correct signage, architectural cues, sight lines and lighting, residents and visitors will find it easy to get around and differentiate between neighborhoods. Providing effective wayfinding will allow the open space network to be used to its full potential and create a sense of safety for people of all ages. The wayfinding signs are designed to connect the existing and established neighborhoods and community with the new development; the open space trail network and proper wayfinding signage will create the transition that is necessary to foster a sense of place, community, ownership and safety. More design detail will be addressed in the Village Plan documents and will comply with the Saratoga Springs Municipal Code Section 19.18.



Neighborhood Descriptions

Residential

The Residential area shown on the Land Use Master Plan (see Exhibit Two) will be comprised of single family homes with some multi-family products allowed at the discretion of the City Council and within the allowed ERUs. The single family homes will be of varied design on a range of lot sizes. Single family lot sizes in the development will start at 4,500 square feet and could exceed 20,000 square feet. The neighborhoods shall be walkable. Larger lots shall be located in neighborhoods adjacent to Camp Williams and near existing subdivisions, transitioning to smaller lots as the distance to the Mountain View Corridor nears. Homes will be a variety of styles and colors, allowing neighborhood identities to be established. No multi-family products will be proposed on the east side of the Mountain View Corridor.



General Development Standards - Single Family Dwellings

Setbacks

- Front Yard: 15' min.
- Front Access Garage: 20' min.
- Side Access Garage: 24' min. (Subject to standard driveway approach widths.)
- Rear Yard: 10' min.
- Side Yard: Varies by Lot Size measured at front setback
 - Lot widths between 45' - 50': 5'/10'
 - Lot widths between 51' - 60': 6'/12'
 - Lot widths between 61' and greater': 8'/16'
- Corner Lots:
 - Front Yard: 15' min.
 - Front Access Garage: 20' min.
 - Side Yard facing a street: 15' min.

Building Height: 35' maximum height measured at the vertical distance from the established, finished grade surface at the building wall to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Lot Size: Varies by neighborhood. See table on page 27. Lot sizes on corner lots shall be increased by 10%.

Lot Width: Lot width varies by neighborhood. See table on page 27.

Lot Frontage: 45' minimum measured at front setback.

Lots adjacent to Harvest Hills: Lots adjacent to the Harvest Hills neighborhood shall be equal to or greater than the average lot width of the adjacent Harvest Hills Plat.

Lot Coverage: 50% max.

Minimum Dwelling Size: To be determined at Village Plan.

Clear View Triangle: All Structures shall be required to maintain a clear view triangle as defined under section 19.06 of the Saratoga Springs Municipal Code.

General Development Standards - Accessory Structures Requiring a Building Permit

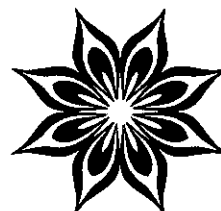
Setbacks

- Front Yard: Same as Primary Structure
- Side Yard: 5' min.
- Rear Yard: 5' min.
- Corner: Same as primary structure for front and streetside.

Distance from any dwelling unit: 5' min.

Height: As per Saratoga Springs Municipal Code

*Accessory Structures shall meet the requirements of the Saratoga Springs Municipal Code section 19.05



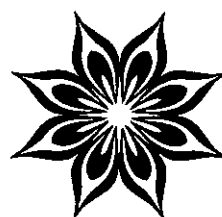
Neighborhood Breakdown

Area	Neighborhood Lot Size Percentage Exceptions	Min. Lot Width at Front Setback	Typical Range of Lot Sizes	Side Yard Setbacks**
Neighborhood 1*	N/A.	60	8,000 - 14,000	6'/12'
Neighborhood 2	Max 10% of lots 8,000 - 9,000 sq. ft.	70	9,000 - 14,000	8'/16'
Neighborhood 3	N/A	45	4,500 - 7,000	5'/10'
Neighborhood 4	Max 25% of lots 4,500 - 5,000 sq. ft.	45	4,500 - 8,000	5'/10'
Neighborhood 5	Max 10% of lots 7,000 - 8,000 sq. ft.	60	8,000 - 11,000	6'/12'
Neighborhood 6	N/A	50	4,500 - 7,000	5'/10'
Neighborhood 7	N/A	45	5,000 - 7,500	5'/10'
Neighborhood 8	Max 20% of lots 6,000 - 7,000 sq. ft.	50	7,000 - 10,000	5'/10'
Neighborhood 9	Max 20% of lots 6,000 - 7,000 sq. ft.	50	7,000 - 11,000	5'/10'
Neighborhood 10	Max 25% of lots 6,000 - 7,500 sq. ft.	50	7,500 - 12,000	5'/10'
Neighborhood 11	Max 20% of lots 5,000 - 6,000 sq. ft.	50	6,000 - 12,000	5'/10'
Neighborhood 12	Max 25% of lots 9,000 - 10,000 sq. ft.	70	9,000 - 20,000	8'/16'
Neighborhood 13***	NA	50	3,500 - 4,500	5'/10'

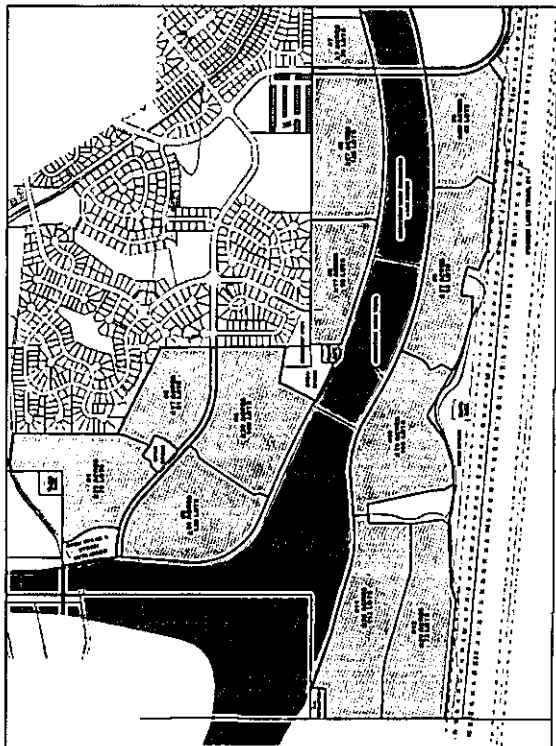
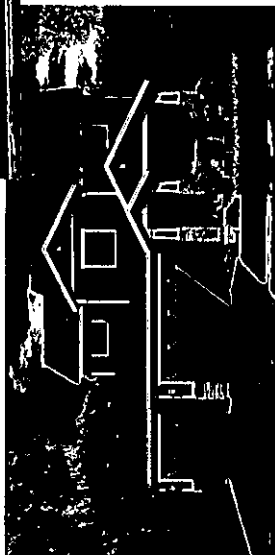
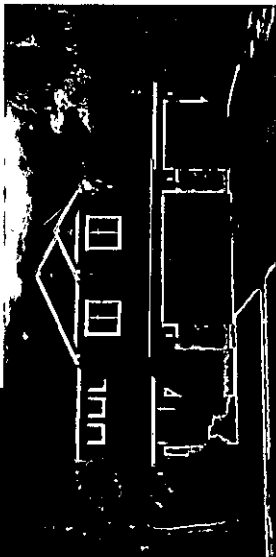
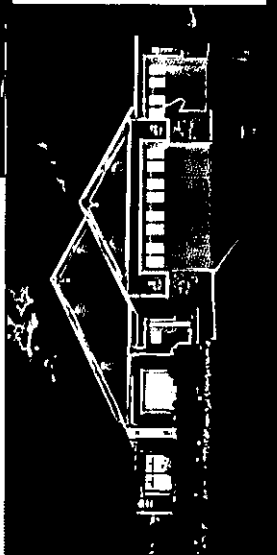
* In Neighborhood 1 , lots immediately adjacent to the Pumpkin Patch Neighborhood of Harvest Hills shall be equal to or greater than 10,000 square feet.

**Summary of setbacks. Full setback details can be found on page 26.

***Cluster Homes located in Multi-family area. See pages 30-32 for product description.

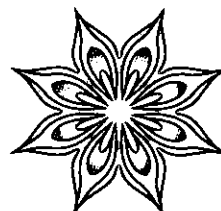


Residential Single Family



Mountain View Housing

The Mountain View Housing neighborhood subdivisions have been planned around the future installation of the Mountain View Corridor. The plan allows for a higher density residential use to properly transition from the single family areas to more intense commercial areas. The Mountain View Housing neighborhoods may include a mix of smaller, single family cluster homes, traditional front loaded townhomes and rear loading townhomes. No stacked apartments or condominiums are permitted. Pockets of single family cluster homes may offset medium density townhome products, but shall not exceed overall ERUs for the area. Overall density within the Mountain View Housing area shall not exceed 442 units.



General Development Standards - Townhomes

Townhomes are typically defined as a row of houses built in a similar style and sharing common walls as well as having a separate entrance for each dwelling. Townhomes may be front loaded or rear loaded with attached courtyards.

Setbacks: Will be determined at Village Plan per Section 19.26.

Height: 35' maximum height measured at the vertical distance from the established grade to the highest point of the coping of a flat roof or the deck line of a mansard roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs. No stacked units are permitted.

Garages: Two car garages are required.

Parking: Off street guest parking shall be provided for any product with less than a 20' driveway, at a minimum rate of 0.25 spaces per unit. 2.25 parking spaces required per unit.

Open Space: 30% min.

General Development Standards - Single Family Cluster Homes

Cluster Homes share similar characteristics of traditional single family homes. Lot sizes are smaller and typically front a shared driveway.

Setbacks

Front Yard: 15' min.

Front Access Garage: 20' minimum measured from back of any sidewalk or edge of a shared driveway unless additional parking is provided for.

Rear Yard: 10' min.

Corner Lots: 10' on side facing street.

Building Height: 35' maximum height measured at the vertical distance from the established grade to the highest point of the coping of a flat roof; or the mean height level between eaves and ridge for gable, hip, or gambrel roofs.

Lot Size: 3500-4500 sq. ft.

Min. Lot Width: 50' ft.

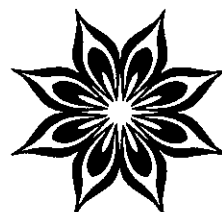
Lot Coverage: 60%

Min. Dwelling Size: To be determined at Village Plan.

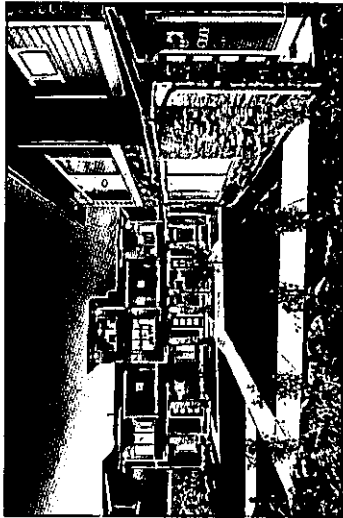
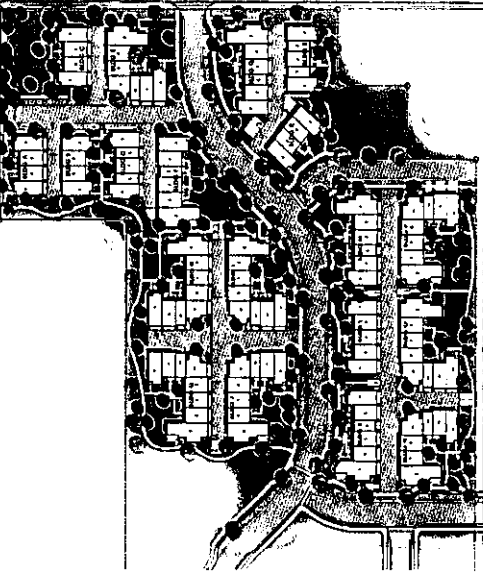
Clear View Triangle: All Structures shall be required to maintain a clear view triangle as defined under section 19.06 of the Saratoga Springs Municipal Code. Cluster Lots accessing from a shared driveway are subject to a 15' site triangle.

Garages: Two car garages are required.

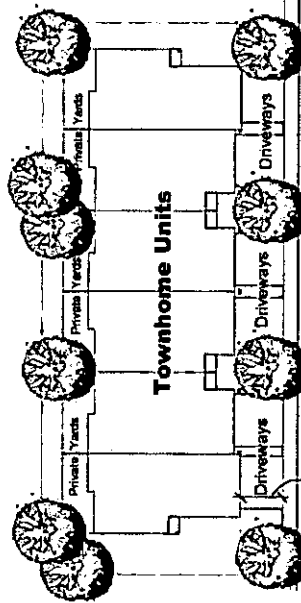
Parking: Off street guest parking shall be provide for any product with less than a 20' driveway at a rate of 0.25 spaces per unit. 2.25 parking space required per unit.



Mountain View Housing Townhomes



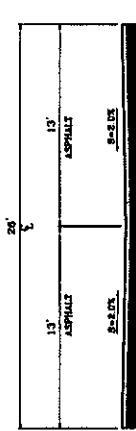
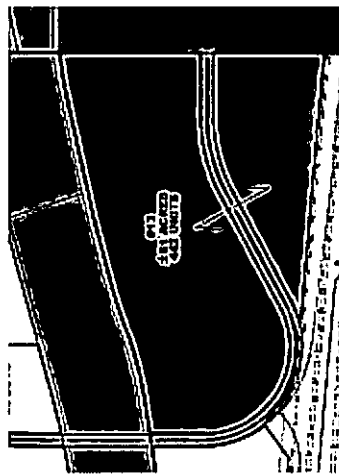
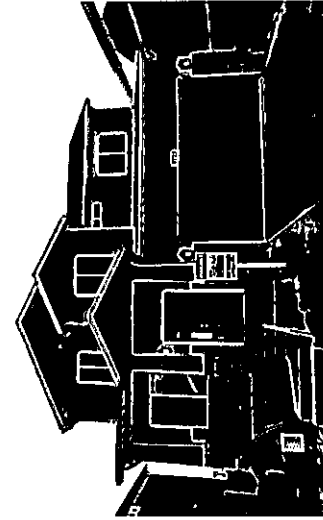
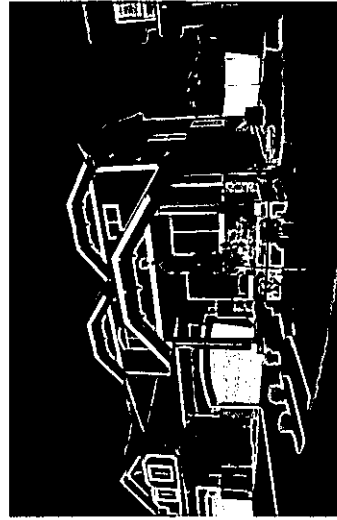
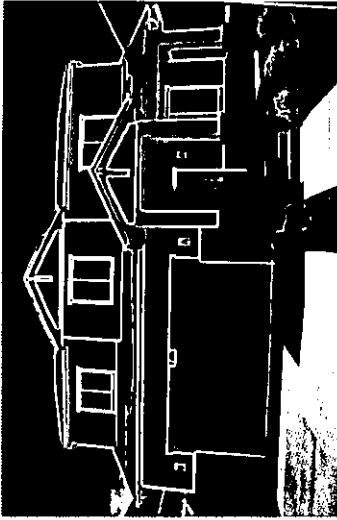
Courtyard Townhomes



*Minimum 20' driveway from back of any sidewalk, public or private
 20' driveways required on front loaded products only.

Traditional Front Loading Townhomes

Mountain View Housing Cluster

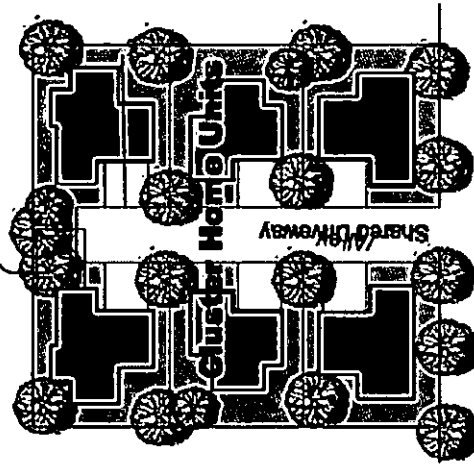


ASPHALT & ROADBASE SECTION PER GEOTECHNICAL STUDY

SHARED DRIVEWAY

26' Shared Driveway

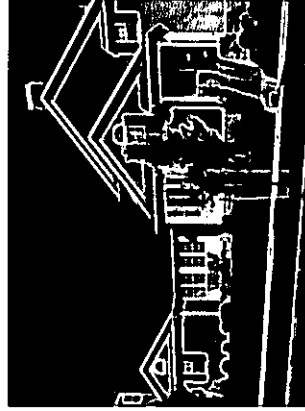
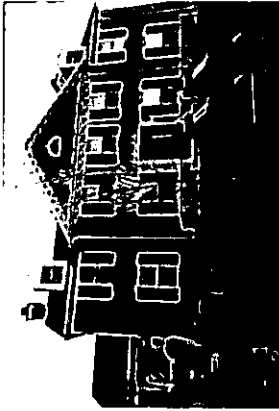
Snow Storage (Typical)



*Minimum 20' driveway from back of any sidewalk or shared driveway.

Typical Layout

Mansion Style Concept

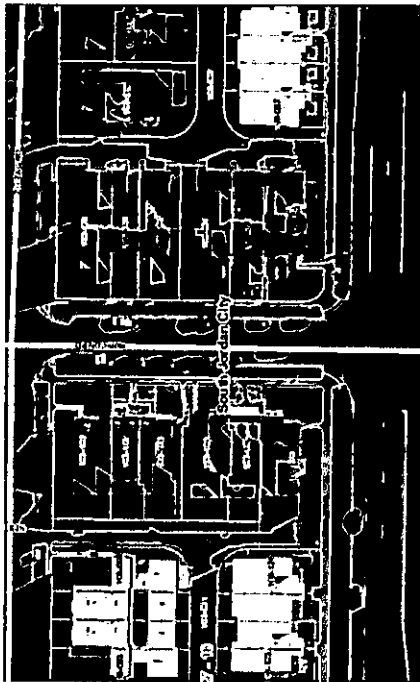


"THE MANSIONS"
 (Alley Loaded)
 Located in Daybreak, UT
 Builder: Holmes Homes approx. 2009
 3 plex
 Density 6-8 du/ac

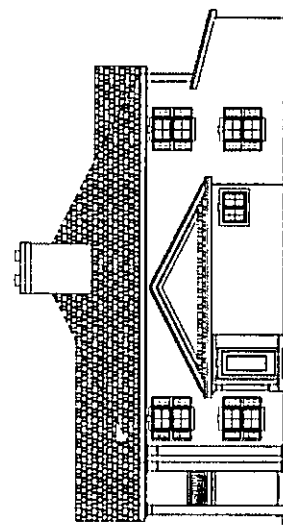
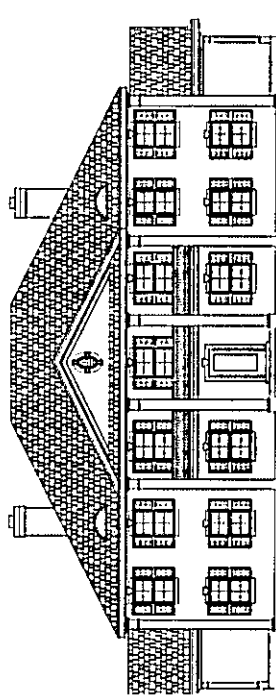
Product Type is designed to appear as a large single family home but is a multi-family attached 3 plex building.



*Product type is conceptual and demonstrates the design principles that may be allowed in the Residential or Mountain View Housing areas depicted on the Master Plan. The developer retains the right to modify the product type to meet Architectural Guidelines.



Actual layout in Daybreak



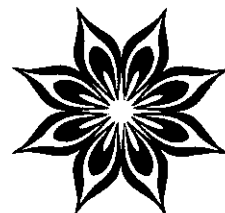
Proposed product type located in Saratoga Springs

Residential WDRC

Wildflower Design Review Committee (WDRC)

In order to create, maintain and improve the Project as a pleasant, desirable and sustainable community, and to establish and implement a consistent and harmonious design concept and to protect and promote the present and future values of Wildflower Development, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within the Project shall be subject to a Design Review Process and approval by the established Wildflower Development Review Committee (WDRC).

The WDRC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The WDRC shall consist of representatives from the following: The Master Developer and a selected team of design professionals, i.e. planners, engineers, architects, contractors, etc. The Master Developer shall retain the right to retain or replace members of the WDRC at its discretion.

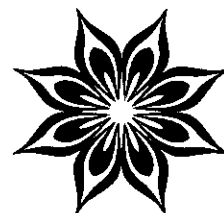


Architectural Guidelines

The standards listed below are to be viewed as design guidelines for the homes of the Wildflower at Saratoga Springs Development. The architectural styles listed can be used in many variations to create the unique and individual character desired for each family home. Examples of Architectural styles have been provided however the binding guidelines for each neighborhood shall be established at Village Plan.

Repetitious and homogenous building styles are not permitted in the Wildflower Community; a variety of housing types, color variations and types of materials will help create the unique neighborhoods that will make up the development. Single family homes with the same style, floor plan or color scheme will not be built on lots next to, adjacent to or across the street from each other, further details will be provided with the Village Plan. Each home will go through the Wildflower Design Review Process before approval is given to build.

Creating a strong sense of place and building a desirable community are the goals of the chosen architectural styles for Wildflower at Saratoga Springs. Each style will contribute to the character of the neighborhoods and the individuality of every home will create an attractive streetscape throughout the development. Elements such as roof shape and pitch, window size, shape and placement, or construction materials such as brick, stucco or wood can all be used to create the subtle details that foster individuality in a home.

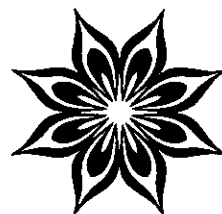


Housing Styles and Examples

Contemporary (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

Wildflower contemporary homes integrate a wide number of style features, mixing historic elements with current lifestyle concepts, resulting in homes that connect to the outdoors, while establishing a warm and inviting living environment. This unique housing style does not reflect any specific time period, allowing nostalgia for other styles to create an individual interpretation. The following features identify a Contemporary style home:

- Low roof pitches
- Large windows
- One or two stories
- Hip roof forms with extended eaves
- Clean lines and detailing
- Heavy front porch details
- Lap siding or stucco with masonry details
- Extensive use of natural light
- Open floor plan
- Indoor and outdoor living spaces



Low Pitched Roof



Home Examples



Lap Siding with Masonry Details



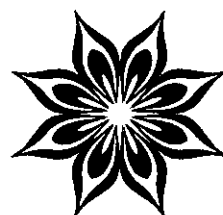
Clean Lines and Detailing



Craftsman (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

Wildflower craftsman homes present a more intimate style with the use of simple forms and natural materials such as wood, brick and stone and interesting details, giving the home a warm and welcoming feeling. This style of home was developed from the Arts and Crafts movement during the 19th and 20th centuries. Some of the first true Craftsman homes were built in California; the open floor plan and lower profile were ideally suited for California's mild year-round climate. Since then many interpretations of this housing style can be seen all over the country, including in Utah. The following features identify a Utah Craftsman style home:

- Low to moderate pitched gable roof
- Decorative beams and braces
- Porches that are either full or partial width
- Porch supports with square or battered column bases
- Wide exterior window and door casing
- Lap siding or stucco with masonry wainscot typical



Porches that are Full or Partial Width

Home Examples



Lap Siding with Masonry Wainscot



Porch Supports with Square Bottoms



European (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

The Wildflower European style combines an old world and romantic charm with modern elements. This style of home showcases many European influences such as Italian influence, Tudor style design cues, Mediterranean floor plans and Spanish home designs; the European style can easily range in size to fit each individual family's needs. These homes are characterized by medium to steep roof pitches, detailed entrances, hip roof forms, arched openings and shutters. Unique elements such as multi-paneled windows of varying sizes, spacious living areas and high ceilings create the unique blend of comfort and refinement. The following features identify a European style home:

- Moderate to high roof pitches
- Hip roof forms
- Arched or square openings
- Decorative front porches
- Shutters

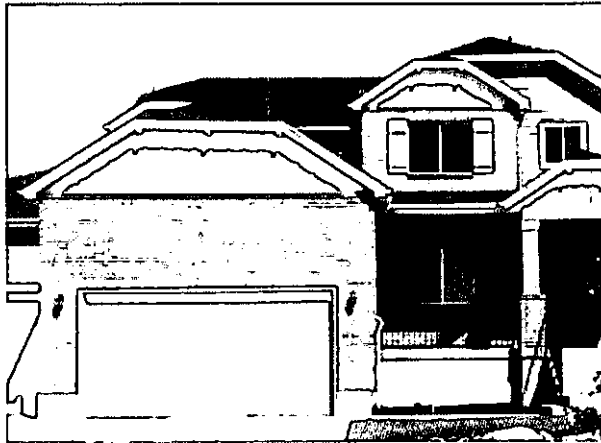


Hip Roof Forms

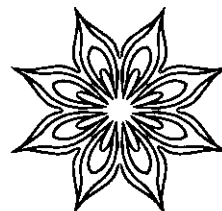
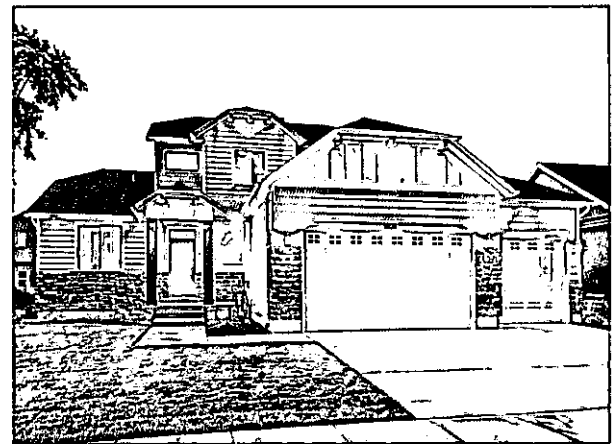
Home Examples



Arched or Square Openings



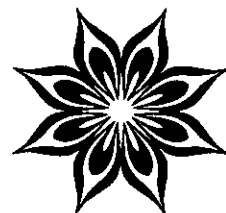
Lap Siding with Masonry Wainscot Typical



Traditional (Final Housing Styles to be determined by WDRC and approved at each Village Plan)

The Utah Traditional housing style has been developed over the past few decades, referencing a combination of desert architectural styles, modern elements and the craftsman style. Features such as street-facing garages, multiple gables and setbacks of the front façade and decorative front porches comprise the elements that create a warm, inviting and distinctive home design. The following features identify a Traditional style home:

- Moderate to high roof pitches
- Hip roof forms
- Arched or square openings
- Decorative front porches
- Shutters typical
- Lap siding or stucco with masonry wainscot typical



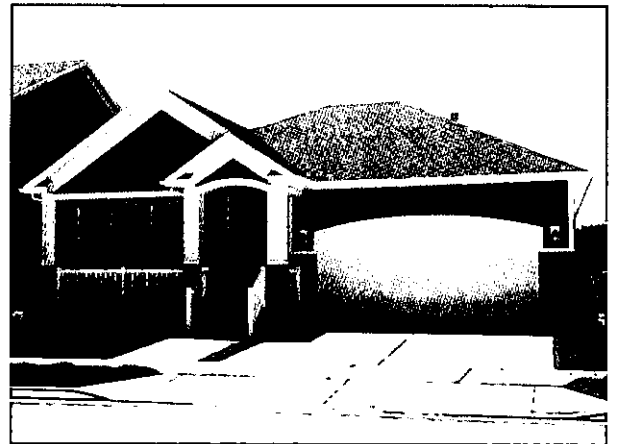
Shutters Typical



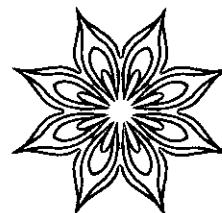
Home Examples



Arched or Square Openings



Moderate to High Roof Pitches



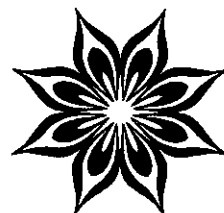
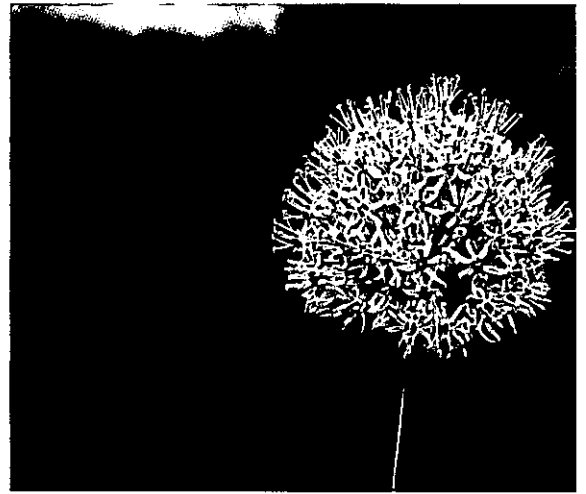
Landscape Philosophy

The landscaping and open space of the Wildflower Community shall meet the requirements of Saratoga Springs Municipal Code Section 19.06 and 19.26 respectively. The objective is to preserve and generally enhance the areas natural features and character of the homes, buildings, streetscape, trail or open space areas, to strengthen and frame vistas and provide areas of shade intermittently.

Lawn, patio and garden areas are subject to approval by the WDRC. Owners are encouraged to plant trees and shrubs to enhance the natural beauty of the area and improve erosion control within the Project.

All lots shall have the front and side-street yards for corner lots, landscaped within one year, and interior side and back yards within two years after receiving a Certificate of Occupancy and shall be subject to the requirements of Saratoga Springs Municipal Code Section 19.06.

Landscaping may include a combination of lawn, trees, shrubs, mulch, rock or ground cover. Ground cover may include vegetative vines, low-spreading shrubs, or annual or perennial flowering or foliage plants subject to the methods and general standards of the Saratoga Springs Municipal Code section 19.06. The WDRC or applicable Homeowners Association as well the City will enforce the landscaping requirements.



Parks and Open Space

As defined in Section 19.02.02, the Wildflower Development will include a minimum 30% open space in the form of multiple park types and trail networks some of which is located in the Mountain View Corridor. Dedication of some of the land to Saratoga Springs City is anticipated for use as public parks and/or parkway trail/bike and transit system and maintained following the improvements of the areas by the developer.

Developer shall be required to improve parks and open space as per section 19.26.06 (4) of the Saratoga Springs Municipal Code effective 11-18-2014.

Open space including parks, trails, and limited common space adjacent to or within each village plan shall be included, designed, and constructed with the corresponding village plans. Larger parks, such as the parks to the west of the Mountain View Corridor and Single Family neighborhoods shall be phased to correspond with the village plans adjacent to them. Open space in the Mountain View Housing neighborhood shall be defined at time of Village Plan to ensure that such open space is usable.

The developer shall phase open space improvements consistent with a phasing plan approved by the Planning Director and in accordance with Section 19.13 of the Saratoga Springs Municipal Code.

Goals for Open Space:

- Provide a network of public or private parks and open space using a variety of differing and suitable types of recreation such as neighborhood parks, community gardens, parkways, connector trails and pocket parks.
- Provide a short walking distance for every home to open space/trails network. Place developed open space venues in areas of high visibility and in user-friendly and suitable locations that are conducive to the type and variety of recreational uses that are appropriate for the various areas and conditions.
- Provide improvements which comply with the Parks, Trails and Open Space Master Plan.

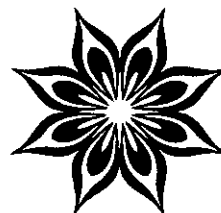


EXHIBIT FOUR: Community Level Open Space

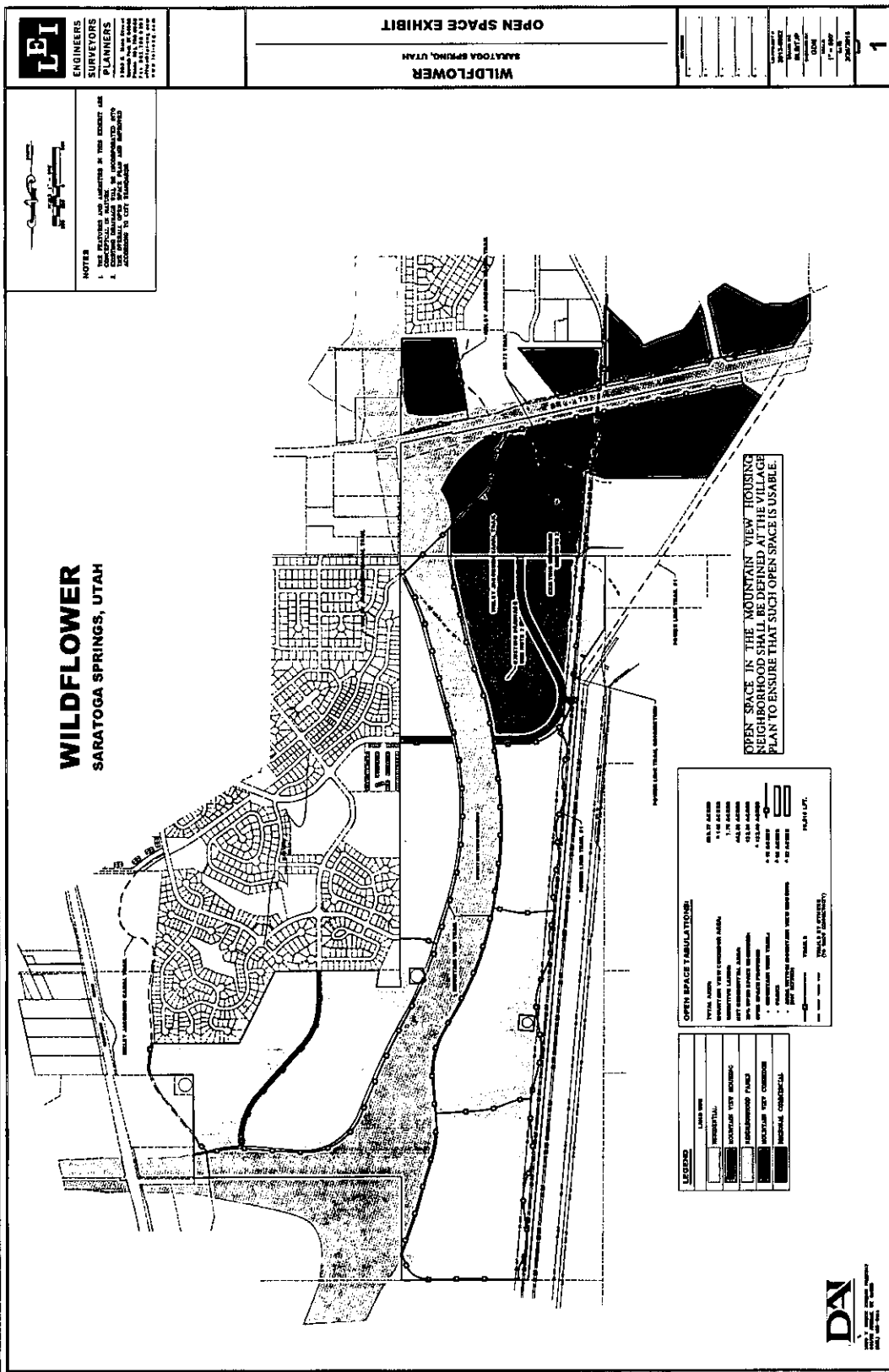
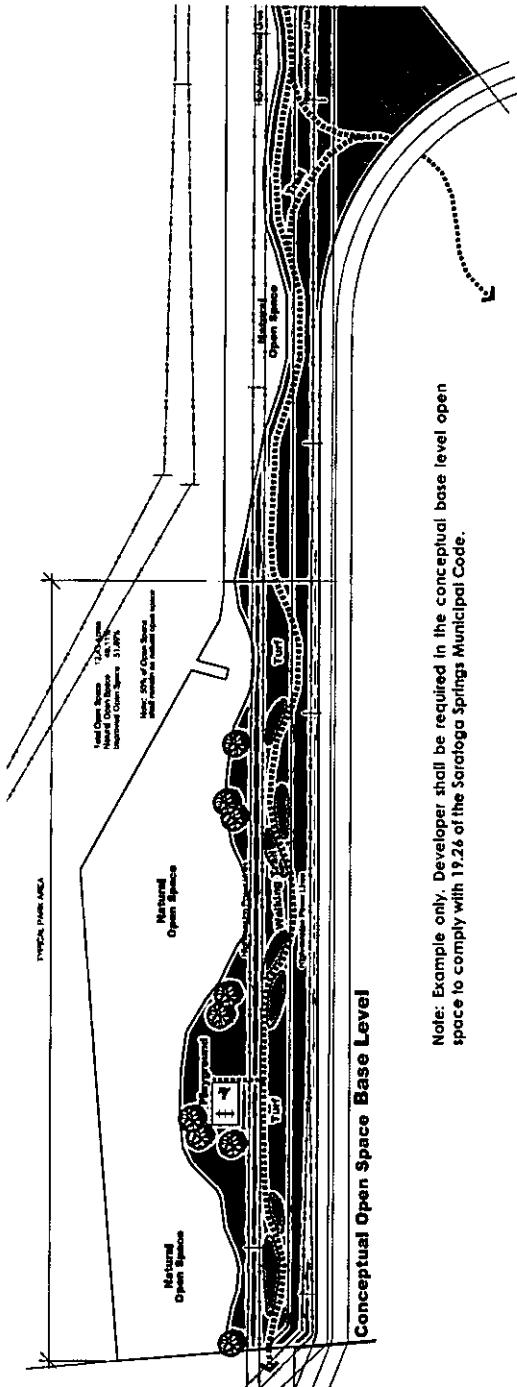
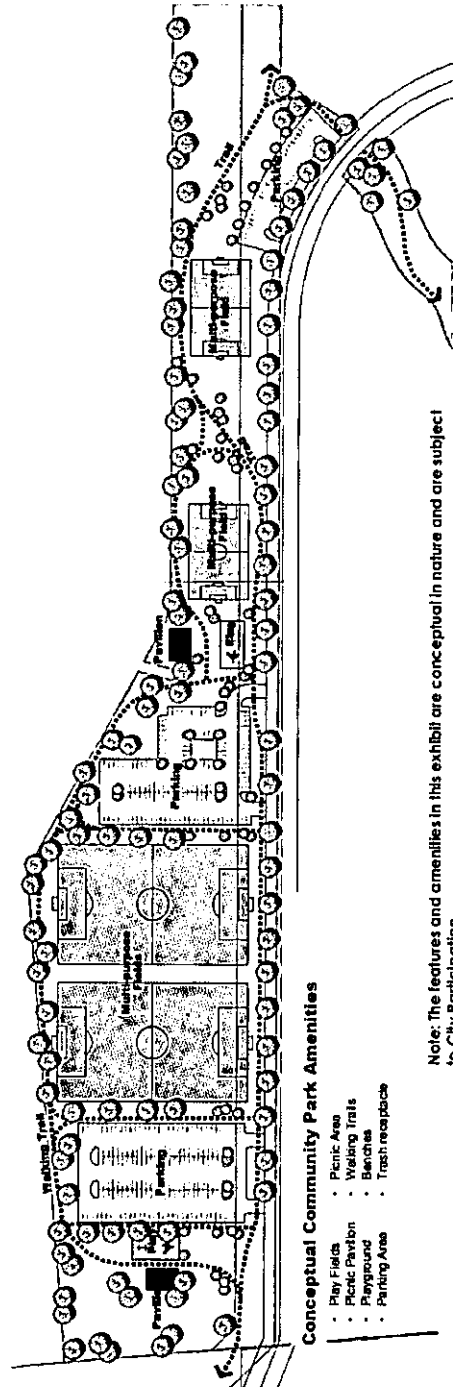


EXHIBIT FIVE: Open Space and Primary Trails



Note: Example only. Developer shall be required in the conceptual base level open space to comply with 19.2% of the Saratoga Springs Municipal Code.



Conceptual Community Park Amenities

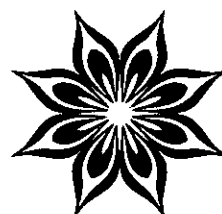
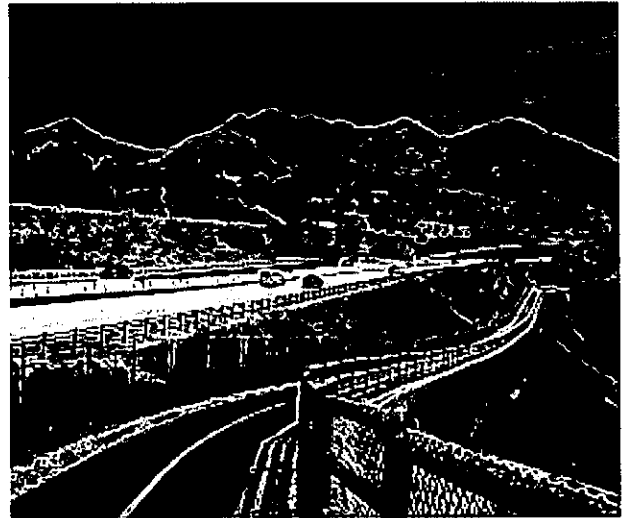
- Play Fields
- Picnic Area
- Picnic Pavilion
- Playground
- Parking Area
- Picnic Area
- Walking Trails
- Benches
- Trash receptacle

Note: The features and amenities in this exhibit are conceptual in nature and are subject to City Participation.

Edge Conditions and Buffers

The open space concept along the western edge of Wildflower will create a buffer between Camp Williams and the Residential Area. In addition, a 20' buffer will be required between the Mountain View Housing neighborhood and the future commercial area, which shall be located on the commercial side. This provides a needed transition between land uses. Further details will be provided at Village Plan.

Along the northern and eastern portions of the project, because of safety and connectivity concerns, the 20' open space buffer should be utilized as on-street trails and park lawns. Placing trails around the Mountain View Corridor will allow for the space to be utilized in the best possible way for the Wildflower community.



Park Standards

Parks should be developed for both active and passive recreation activities, taking into consideration the demographic profile of residents. Parks may be generally located as per the included Conceptual Plan found in Exhibit Four and should be accessible from the interconnecting neighborhood trails, sidewalks or low-volume residential streets. Benches, shaded areas, trash receptacles, picnic tables and neighborhood trail accesses are appropriate park enhancements. Exhibit Five shows an example layout for the southwest section of the development, showcasing ideal community park details. The developer shall be required to improve these parks and open spaces to meet the recreational needs of residents as per section 19.26 of the Saratoga Springs Municipal Code.

The open space must be labeled with a type and include the following details:

- Description
- Size
- Service
- Examples

These areas are to be addressed in the more specific "Village Plan" design documents, in each ensuing development phase. Examples of the various type of parks and open space are listed generally as follows (see details on pages 50-52):

- Entrance Node
- Pocket Park
- Neighborhood Park
- Greenway

UDOT Detention

The developer will improve the UDOT detention basin in accordance with the Saratoga Springs City Standards and Specifications. Developer does acknowledge an agreement with UDOT to improve this detention basin.

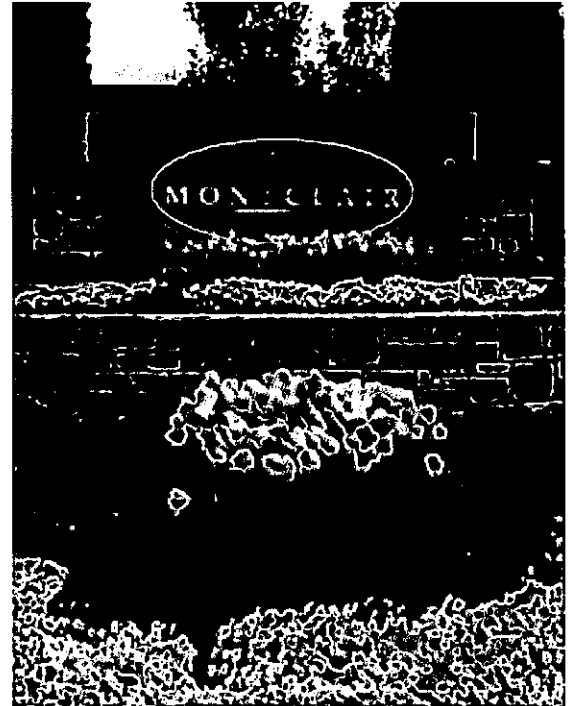


Entrance Feature Node

The formal entrance to a residential community that showcases neighborhood identity through landscaping, monuments or signage and green space.

Size: Varies

Service: Varies depending on neighborhood size

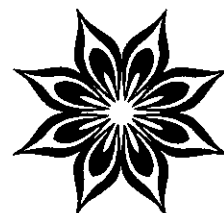
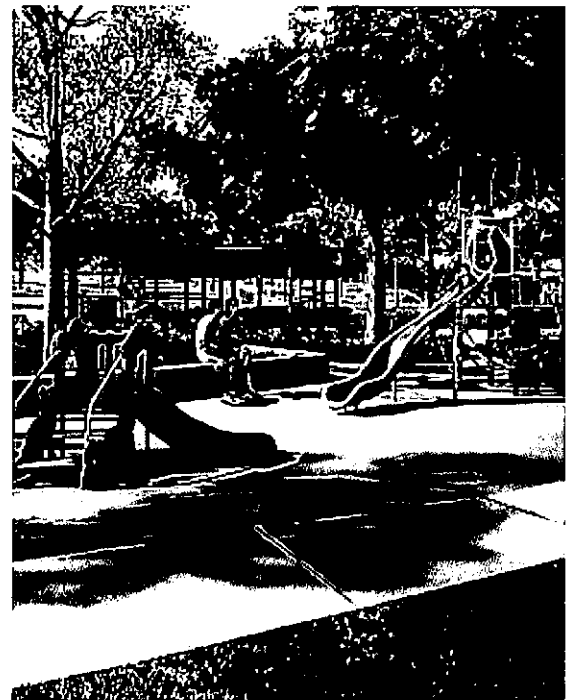


Pocket Park

These small parks allow for people to gather, relax or to enjoy the outdoors. The spaces can have simple elements such as benches and a few trees or include fun elements like playground equipment, climbing boulders and lawn berms. Parks should strive to meet the recreations needs of residents and accommodate as many different users as possible, prioritizing the needs of the surrounding neighborhoods.

Size: 2,500 square feet to 1 acre

Service: Varies depending on neighborhood size



Neighborhood Park

The neighborhood park can be the focus of a neighborhood, providing an informal recreation space or gathering area for the community's residents. They should serve as extensions of the neighborhood around them; the park design should create a sense of place that enhances neighborhood and community identity while meeting the recreational needs of the residents.

Size: 1 to 3 acres or more

Service: Varies depending on neighborhood size

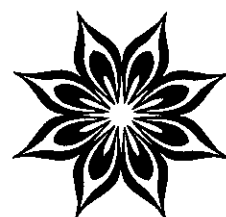
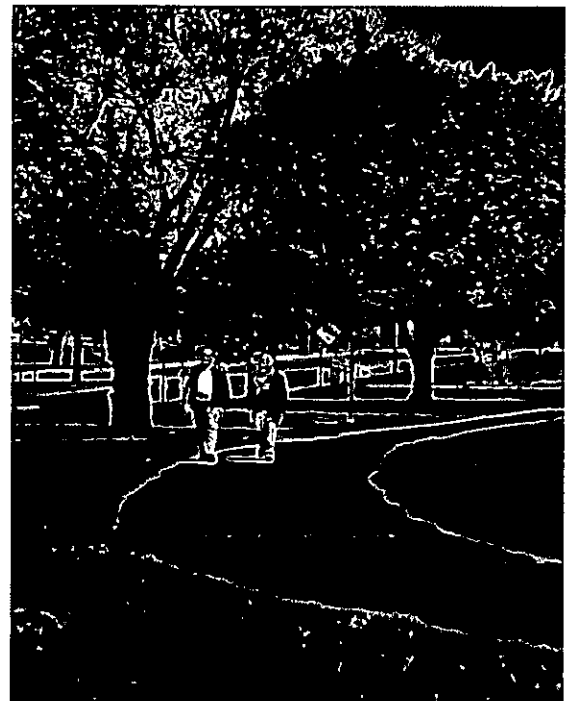


Greenway

A linear open space feature with passive and active recreational elements designed to incorporate the space located around or within a natural resource area.

Size: Varies

Service: Varies depending on neighborhood size

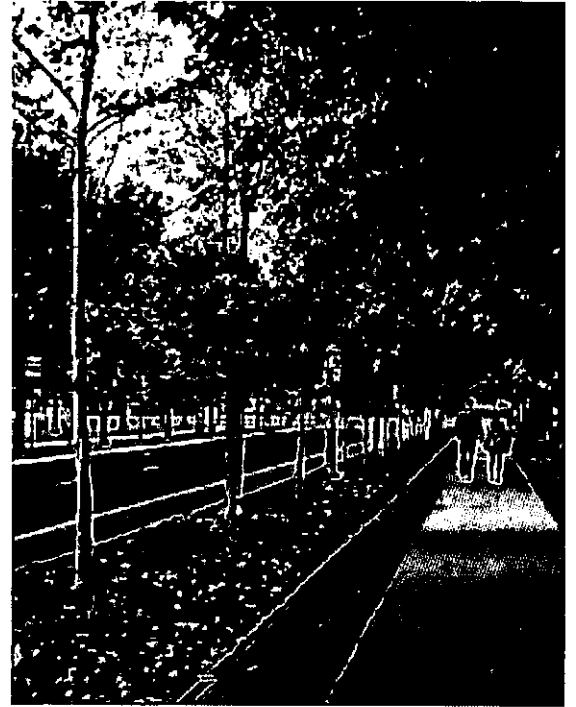


Parkway

Open space surrounding a street which is often a tree-lined and landscaped area in addition to other landscaping. Credit for open space is only calculated if outside of the full pavement buildout width.

Size: Varies

Service: Varies



Connector Trail

Sidewalk connections used by pedestrians and cyclists to link to main trail and open space network. Exhibit Six features ideal walking, paved and unpaved trails.

Size: Varies

Service: Varies

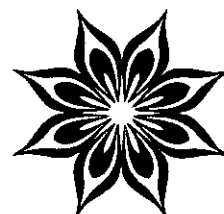
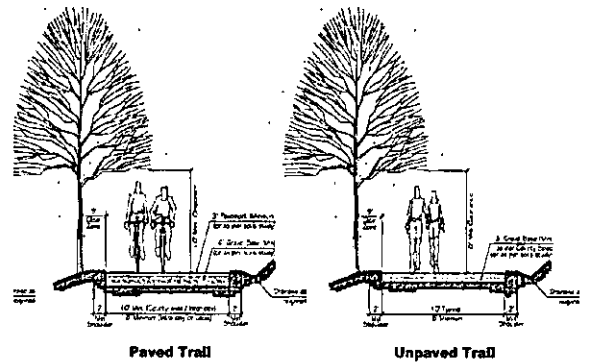
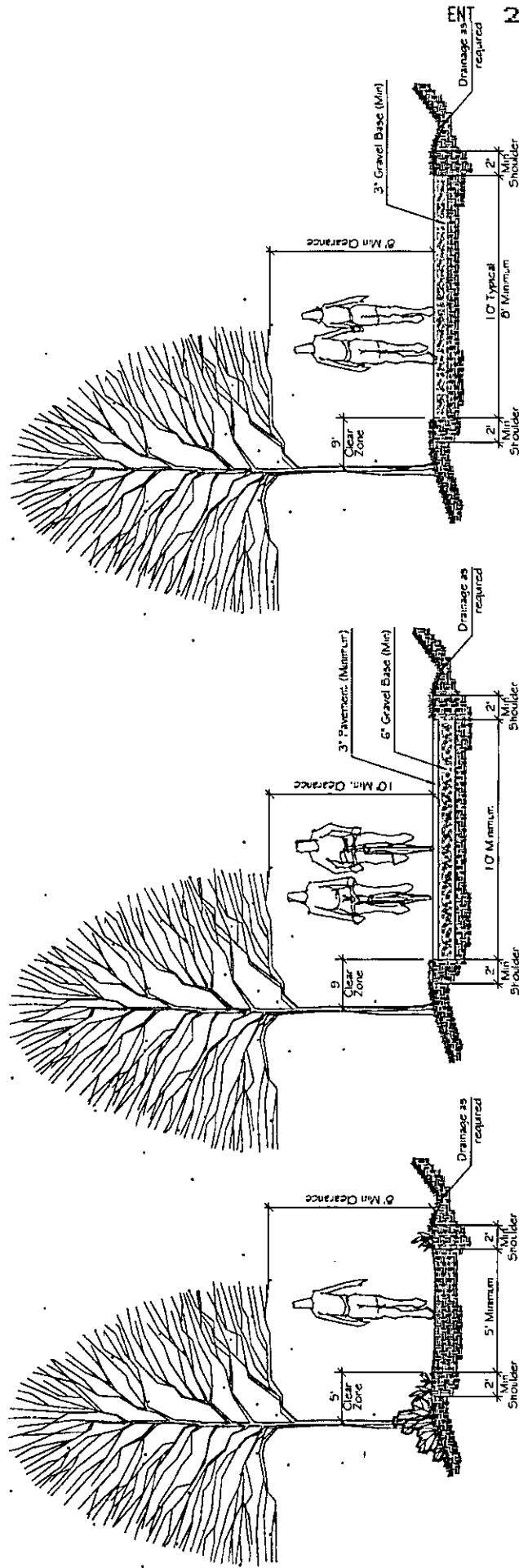


EXHIBIT SIX: Connector Trail

Note: Trails identified on the City's Master Plan shall comply with City Standards, and other trails shall comply with the standards below.



Walking Trail

Paved Trail

Unpaved Trail

Signage

Wayfinding

Wayfinding can be defined as a spatial problem solving and definition; it contributes to creating the identity of each neighborhood that is different from the others in the community. Three criteria determine if a person can navigate a space. First, whether the navigator can discover or infer his/her present location; second, whether a route to the destination can be found; and third, how well the person can accumulate wayfinding experience in the space.

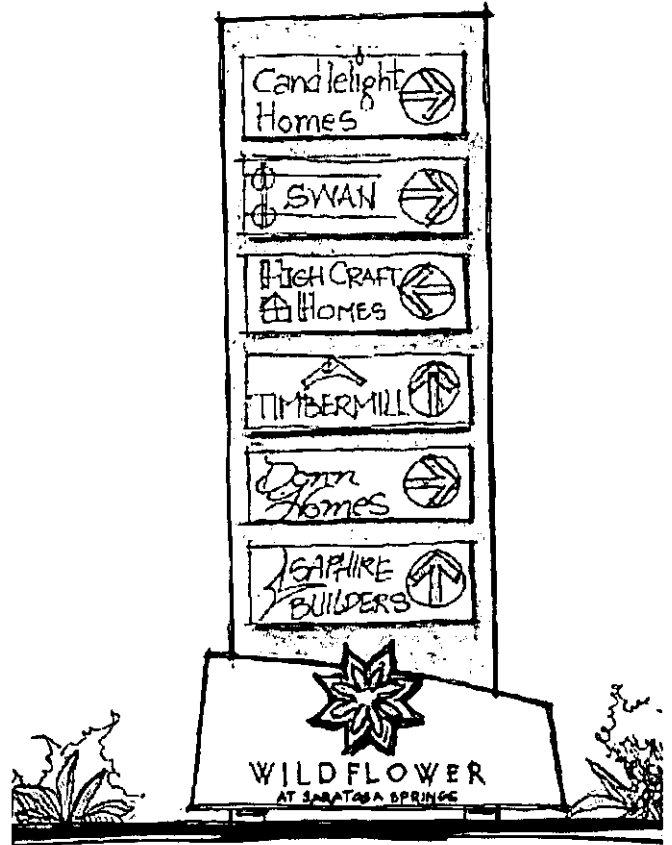
The following principals can be achieved by inserting landmarks that can be used to provide orientation cues and memorable locations, creating regions of differing visual character, providing signs at decision points to help wayfinding decisions and using sight lines to show what's ahead.

Purpose:

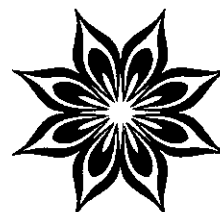
- Assist Wildflower residents and visitors in locating residential, commercial, open space and parking destinations.
- Enhance the pedestrian and bicyclist environment in the community.
- Add to the safety, appeal and sense of community ownership of the streetscape.

Entrance Signs and Monuments

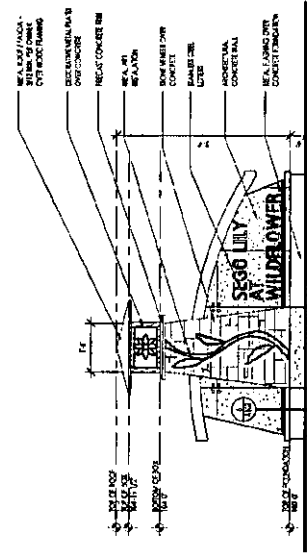
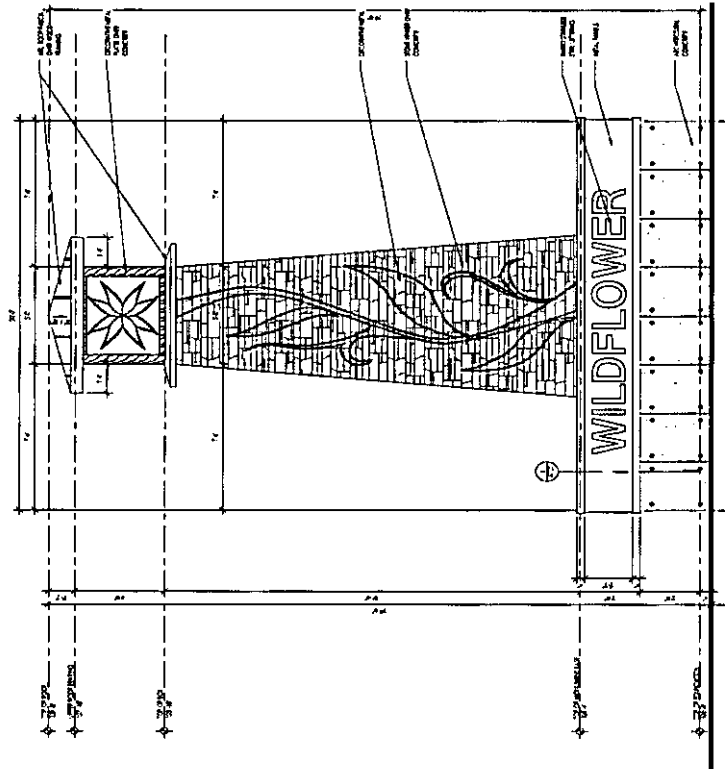
All sign locations will be part of the Village Plan process however primary and secondary entrance signs have been provided on page 55.



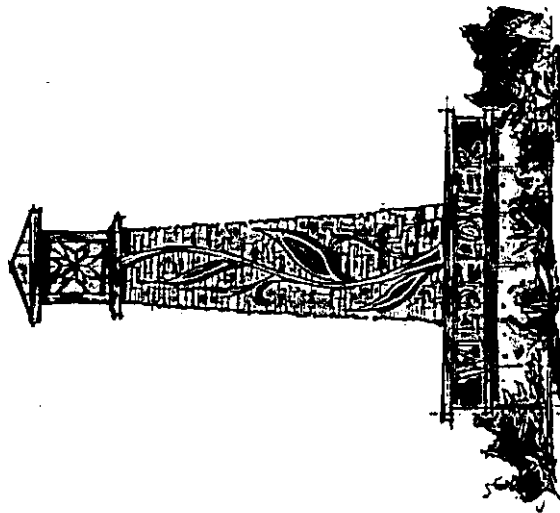
Note: Temporary development and directional signage will be required to be removed immediately upon issuance of the certificate of occupancy for the last home located within a Village Plan, or by request of the WDRC, and are subject to 19.18 of the Saratoga Springs Municipal Code.



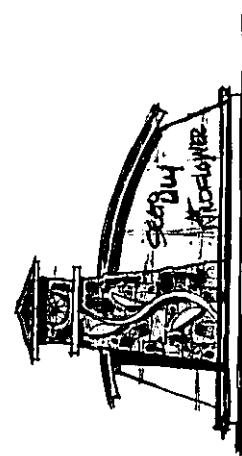
Sign Concept



Primary Entrance Sign



Secondary Entrance Sign

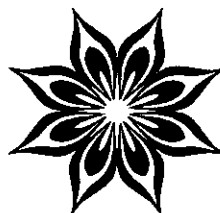


Standard Street Light Details

This project will conform to all Saratoga Springs Street Light Standards found in the Saratoga Springs Municipal Code Section 19.11. The Wildflower Community is committed to the Dark Sky Initiative as a guiding principal for lighting regulations in this planned community due to the proximity of Camp Williams. The purpose of Dark Sky is to permit reasonable uses of outdoor lighting for nighttime safety, utility, security, productivity, enjoyment and commerce while preserving the ambiance of the night. The guiding standards are:

- Curtail and reverse any degradation of the nighttime visual environment and the night sky.
- Minimize glare and obtrusive light by limiting outdoor lighting that is misdirected, excessive, or unnecessary.
- Conserve energy and resources to the greatest extent possible.
- Help protect the natural environment from the damaging effects of night lighting.
- Conserve energy and resources to the greatest extent possible.
- Promote general safety and welfare.

All outdoor lighting fixtures (luminaires) shall be installed in conformance with this Regulation and with the provisions of the Building Code, Electrical Code, and the Sign Code, as applicable and under permit and inspection, if such is required.



Fencing and Buffer Treatments

- Fencing, walls and hedges exceeding three feet in height may not be erected in any front yard space of any residential lot.
- A solid fence, wall or hedge alongside property lines shall be no greater than 6 feet in height.
- A solid fence, wall or hedge along rear property lines where there is no alley or rear lane shall be no greater than 6 feet in height.
- Noise abatement measures including the use of sound walls along the Mountain View Corridor are permitted to exceed 6 feet in height and shall be subject to design standards set forth by UDOT.
- Chain link and wire fencing is prohibited as per Section 19.06 of the Saratoga Springs Municipal Code.
- Fencing around the perimeter of the property shall be consistent in terms of color, style and material with the Wildflower Community Plan.
- Fencing material shall be masonry, stone vinyl, wrought iron, composite material or other material approved by the WDRC. Use of landscaping materials for hedges and fencing is encouraged.
- Side yard fencing between homes with setbacks of five feet or less are required to be behind the rear building line.
- Semi-private fencing shall be required along all trail corridors and open space with the exception that those areas that abut and parallel an arterial road may be allowed to install privacy fencing as allowed by the Land Use Authority.



Street Names and Thoroughfares

In order to assist in incorporating roads and thoroughfares into the project's landscape theme, the street names will come from Utah wildflowers. All street names will be approved by the Saratoga Springs GIS department prior to recording a plat. Some Utah wild flowers include:

- Bluebell
- Buttercup
- Paintbrush
- Yarrow
- Violet

These names will assist in cognitive mapping and project identity. Ideally each Village Plan will share a specific theme that will assist in wayfinding for residents and visitors.

Second Access

Second access requirements shall be met and addressed through phasing so that no more than 50 lots may be constructed on any existing road until a second access is provided per Section 19.12 of the Saratoga Springs Municipal Code.

Transportation

A transportation plan shown in the Wildflower Traffic Impact Study, located in the Thoroughfare Plan section, will show a network of thoroughfares identifying wayfinding elements, entrance monumentalization and traffic calming elements, incorporating multi-modal transportation elements that focus on sustainable and well-designed pedestrian oriented neighborhoods and thoroughfares. See Exhibits eight and nine for proposed road sections including a Collector Road a Local Street and a Minor Arterial Road.



Traffic Impact

Hales Engineering conducted a traffic study of the project area in May 2014 and updated it in February 2015. See Exhibit Ten of the full Traffic Impact Study for a Trip Generation Table (page 10). The traffic analysis was performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- 2100 North (SR-85)/Redwood Road (SR-68)
- Harvest Hills/Redwood Road (SR-68)
- 800 West/SR-73

These counts were performed on Wednesday, May 7, 2014. The p.m. peak hour was determined between the hours of 5:00 and 6:00 pm. All study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queue length at the 2100 North (SR-85)/Redwood Road (SR-68) intersection is almost 850 feet in the southbound through movement and over 650 feet in the southbound left-turn movement. The 95th percentile queue length in the westbound direction at 800 West/SR-73 intersection is almost 500 feet.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions (after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed. The study area was defined based on conversations with the development team.

This study was scoped to evaluate operational performance impacts of the project following intersections:

- 2100 North (SR-85)/Redwood Road (SR-68)
- Harvest Hills/Redwood Road (SR-68)
- 800 West/SR-73
- South Project Access/SR-73

The resulting distribution of project generated trips is as follows:

To/From Project:

- 30% North
- 40% East (via 2100 North)
- 20% South
- 10% west

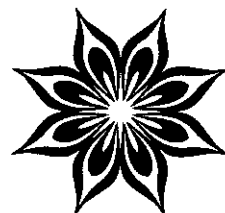
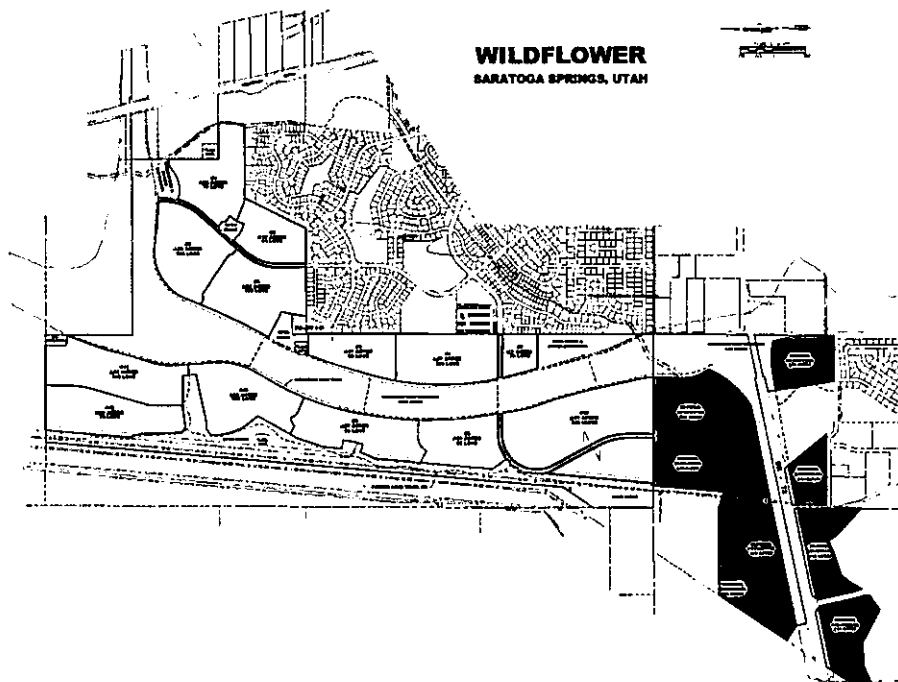


EXHIBIT SEVEN: Traffic Impact Study

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Wildflower Revised Traffic Impact Study

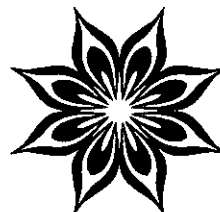


Saratoga Springs, Utah

February 2015

UT14-602

2975 West Executive Pkwy, Ste. 151 Lehi, Utah 84043 p. 801/ 766.4343
www.halesengineering.com



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN



EXECUTIVE SUMMARY

This study addresses the traffic impacts associated with the proposed Wildflower development in Saratoga Springs, Utah. The proposed development is an 800 acre parcel located west of the Harvest Hills subdivision and north of SR-73.

Included within the analyses for this study are the traffic operations and recommended mitigation measures for existing conditions and plus project conditions (conditions after development of the proposed project) at key intersections and roadways in the vicinity of the site. Future 2020 and 2040 conditions are also analyzed.

TRAFFIC ANALYSIS

The following is an outline of the traffic analysis performed by Hales Engineering for the traffic conditions of this project.

Existing (2014) Background Conditions Analysis

Hales Engineering performed weekday morning (7:00 – 9:00 a.m.) and afternoon (4:00 to 6:00 p.m.) peak period traffic counts at the following intersections:

- 2100 North (SR-85) / Redwood Road (SR-68)
- Harvest Hills / Redwood Road (SR-68)
- 800 West / SR-73

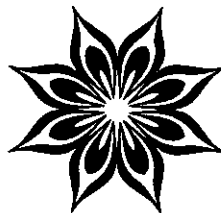
These counts were performed on Wednesday, May 7, 2014. The p.m. peak hour was determined to be between the hours of 5:00 and 6:00 p.m.

As shown in Table ES-1, all study intersections are currently operating at acceptable levels of service during the p.m. peak hour. The 95th percentile queue length at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is almost 850 feet in the southbound through movement and over 650 feet in the southbound left-turn movement. The 95th percentile queue length in the westbound direction at the 800 West / SR-73 intersection is almost 500 feet.

Project Conditions Analysis

The exact number of residential units are shown on the concept plan and are included here. The commercial, office, and mixed use square footage was estimated for the project using Floor to Area Ratios (FAR). The proposed land use for the development has been identified as follows:

- | | |
|----------------------------------------|-------------|
| • Single Family Detached Housing: | 1,026 units |
| • Residential Condominium / Townhouse: | 442 units |



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- | | |
|--------------------------------|-------------------|
| • Shopping Center: | 1,173,400 sq. ft. |
| • Office Building: | 968,400 sq. ft. |
| • Office Building (Mixed-use): | 11,100 sq. ft. |
| • Shopping Center (Mixed-use): | 9,300 sq. ft. |

The total trip generation for the proposed development is as follows:

- | | |
|-------------------------|--------|
| • Daily Trips: | 49,667 |
| • a.m. peak Hour Trips: | 2,634 |
| • p.m. Peak Hour Trips: | 5,069 |

Existing (2014) Plus Project Conditions Analysis

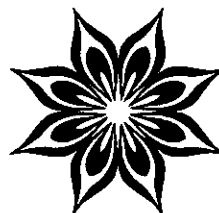
As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection deteriorates to LOS E during the p.m. peak hour. All other study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queue in the westbound direction at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to be over 1,000 feet long during the p.m. peak hour. The 95th percentile queue in the southbound direction at the Harvest Hills Boulevard / Redwood Road (SR-68) intersection is anticipated to be almost 700 feet long.

Future (2020) Background Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to operate at LOS F. Many of the accesses along Redwood Road (SR-68) will continue operating at poor levels of service during the p.m. peak hour. The 95th percentile queue at the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to be over ¼ mile during the p.m. peak hour. No other significant queuing is anticipated at the study intersections.

Future (2020) Plus Project Conditions Analysis

As shown in Table ES-1, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to deteriorate to LOS F. The other study intersections are anticipated to continue to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queues at the 2100 North (SR-85) / Redwood Road (SR-68) intersection are anticipated to be over ¼ mile in all directions. The 95th percentile queues at the Harvest Hills Boulevard / Redwood Road (SR-68) intersection are anticipated to be over 600 feet in both the north and southbound directions.





Future (2040) Background Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. No significant queuing is anticipated at any of the study intersections.

Future (2040) Plus Project Conditions Analysis

As shown in Table ES-1, all study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour. The 95th percentile queue in the eastbound and southbound directions at the Harvest Hills Boulevard / Redwood Road intersection are both anticipated to be over 500 feet long during the p.m. peak hour. No other significant queuing is anticipated.

**TABLE ES-1
P.M. Peak Hour
Saratoga Springs - Wildflower TIS**

Intersection	Existing 2014 Background	Existing 2014 Plus Project	Future 2020 Background	Future 2020 Plus Project	Future 2040 Background	Future 2040 Plus Project
Description	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)	LOS (Sec/Veh ¹)
2100 North (SR-85) / Redwood Road (SR-68) ²	D (51.8)	E (61.0)	F (> 80)	F (> 80)	-	-
Harvest Hills Boulevard / Redwood Road (SR-68)	C (30.7)	C (33.3)	D (39.3)	D (49.0)	B (17.3)	D (36.6)
800 West / SR-73 ³	C (28.4)	-	-	-	-	-
1200 West / SR-73	-	C (25.7)	C (27.6)	C (27.8)	C (27.0)	D (40.0)

1. Intersection LOS and delay (seconds/vehicle) values represent the overall intersection average for signalized and all-way stop controlled intersections and the worst approach for all other unsignalized intersections.
 2. This intersection will become a grade separated interchange with the 2100 North & MVC freeways and was not analyzed in the future 2040 conditions.
 3. This intersection will be removed or realigned as part of the SR-73 reconstruction project with Pioneer Crossing in 2014 - 2015 and was only analyzed in the 2014 Background scenario.
 Source: Hales Engineering, February 2015

RECOMMENDATIONS

The following mitigation measures are recommended:

Existing (2014) Background Conditions Analysis

No mitigation measures are recommended.

Existing (2014) Plus Project Conditions Analysis

It is recommended that the 2100 North (SR-85) / Redwood Road (SR-68) intersection be constructed with dual left-turn lanes in the eastbound and northbound directions (there is





already dual left-turn lanes in the westbound and southbound directions). A separate right-turn lane is also recommended in all directions except the westbound direction, which already has two right-turn lanes.

Future (2020) Background Conditions Analysis

The MAG travel demand model shows that Redwood Road (SR-68) and 2100 North (SR-85) are anticipated to have a high amount of traffic growth over the next several years. The MVC and 2100 North freeways are planned to help meet this demand. Although these are planned as a Phase 2 project (2021 – 2030), traffic growth may necessitate that they be completed earlier.

Future (2020) Plus Project Conditions Analysis

As mentioned previously, the MAG travel demand model shows that Redwood Road (SR-68) and 2100 North (SR-85) are anticipated to have a high amount of traffic growth over the next several years. The MVC and 2100 North freeways are planned to help meet this demand. Although these are planned as a Phase 2 project (2021 – 2030), traffic growth may necessitate that they be completed earlier.

Future (2040) Background Conditions Analysis

No mitigation measures are recommended.

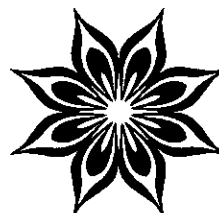
Future (2040) Plus Project Conditions Analysis

No mitigation measures are recommended.

SUMMARY OF KEY FINDINGS/RECOMMENDATIONS

The following is a summary of key findings and recommendations:

- All study intersections are currently operating at acceptable levels of service.
- With project traffic added, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to deteriorate to LOS E during the p.m. peak hour.
- It is recommended that the 2100 North (SR-85) / Redwood Road (SR-68) intersection be constructed with dual left-turn lanes in the eastbound and northbound directions (there is already dual left-turn lanes in the westbound and southbound directions). A separate right-turn lane is also recommended in all directions except the westbound direction, which already has two right-turn lanes.
- Future 2020 conditions were also analyzed. By 2020, the 2100 North (SR-85) / Redwood Road (SR-68) intersection is anticipated to operate at LOS F.



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- In the 2020 plus project scenario, assuming all of the residential phases of the project are completed, the study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.
- Future 2040 conditions were also analyzed. By 2040, the Mountain View Corridor and 2100 North (SR-85) freeways are anticipated to be completed. These freeways draw traffic away from Redwood Road, significantly reducing the projected volumes on that road. All study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.
- In the 2040 plus project scenario, assuming all phases of the project are completed, the study intersections are anticipated to operate at acceptable levels of service during the p.m. peak hour.

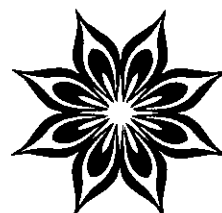
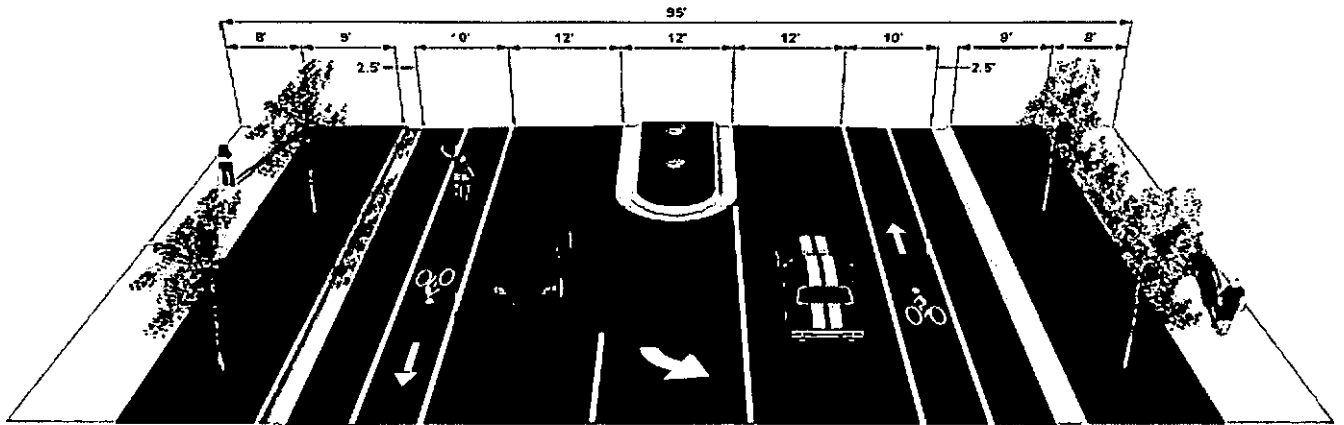
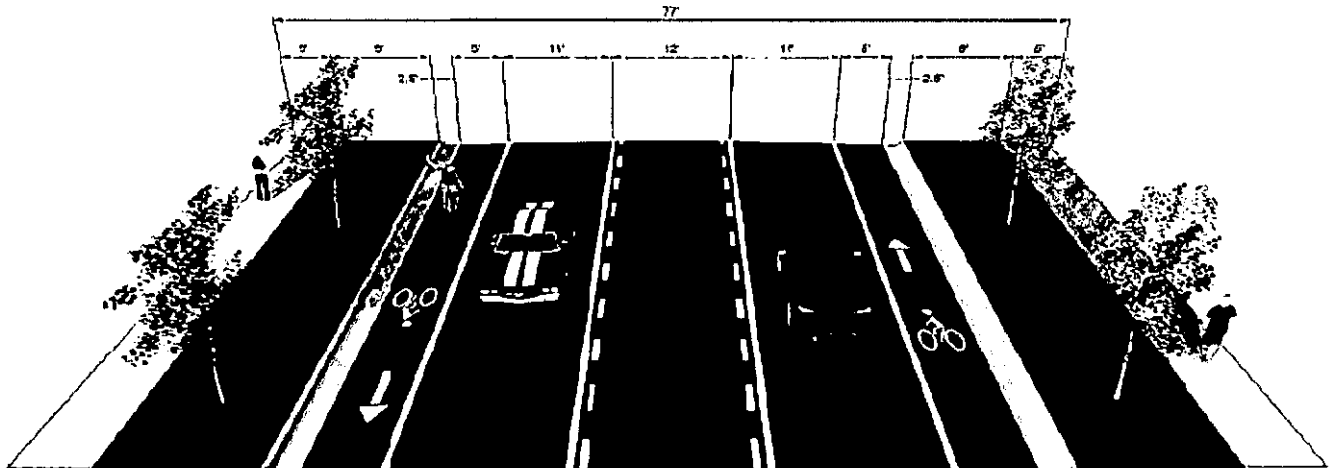


EXHIBIT EIGHT: City Standard Road Cross Sections

3-Lane Minor Arterial



3-Lane Collector



Local Street

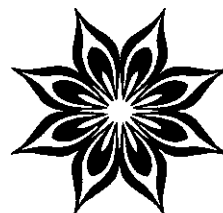
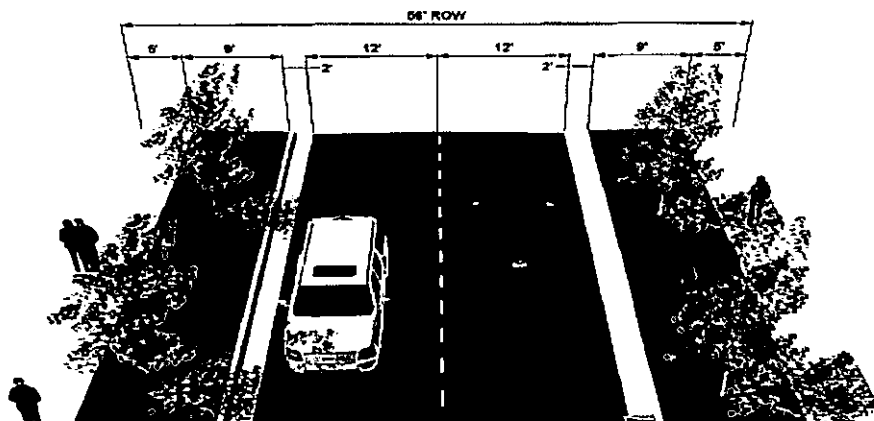
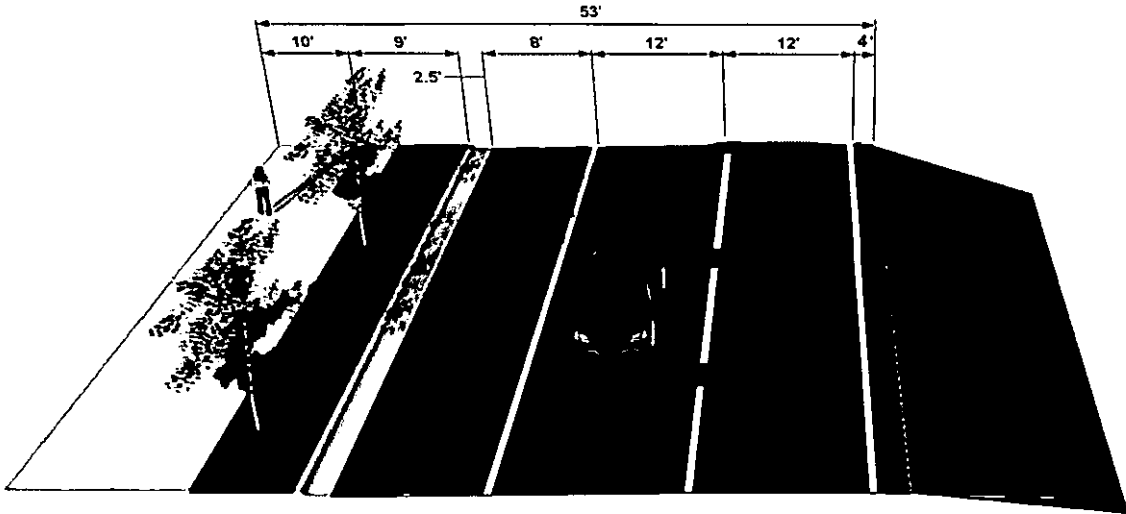


EXHIBIT NINE: Non-Standard City Cross Sections

Frontage Road



66' Cross Section

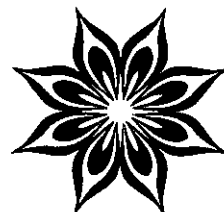
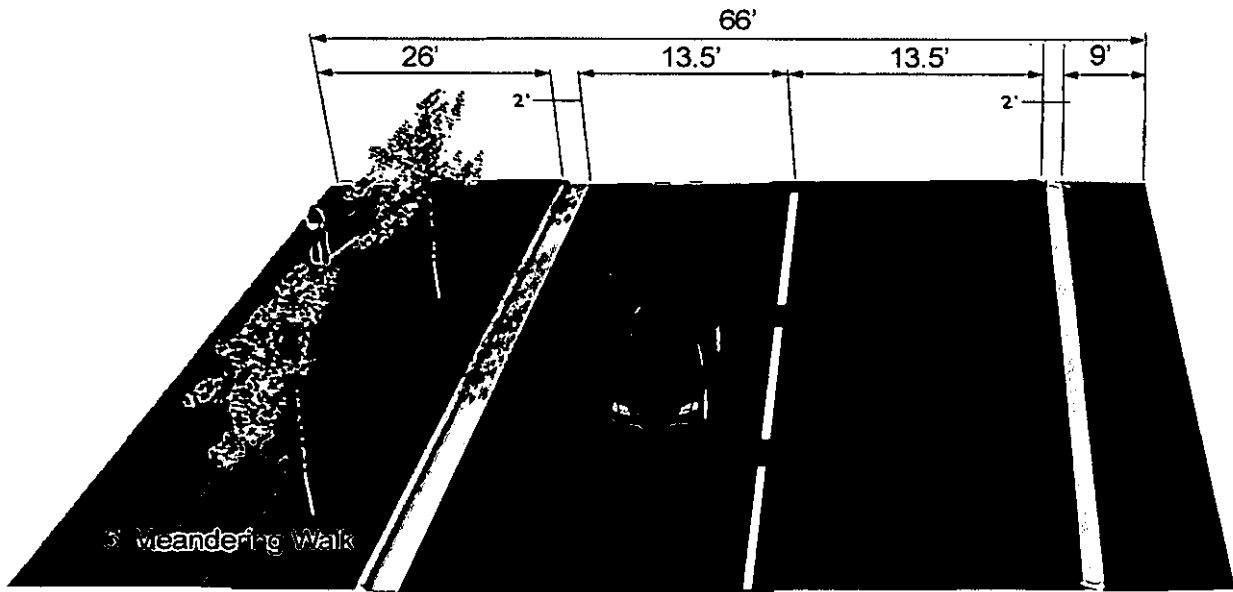


EXHIBIT TEN: System Roadway

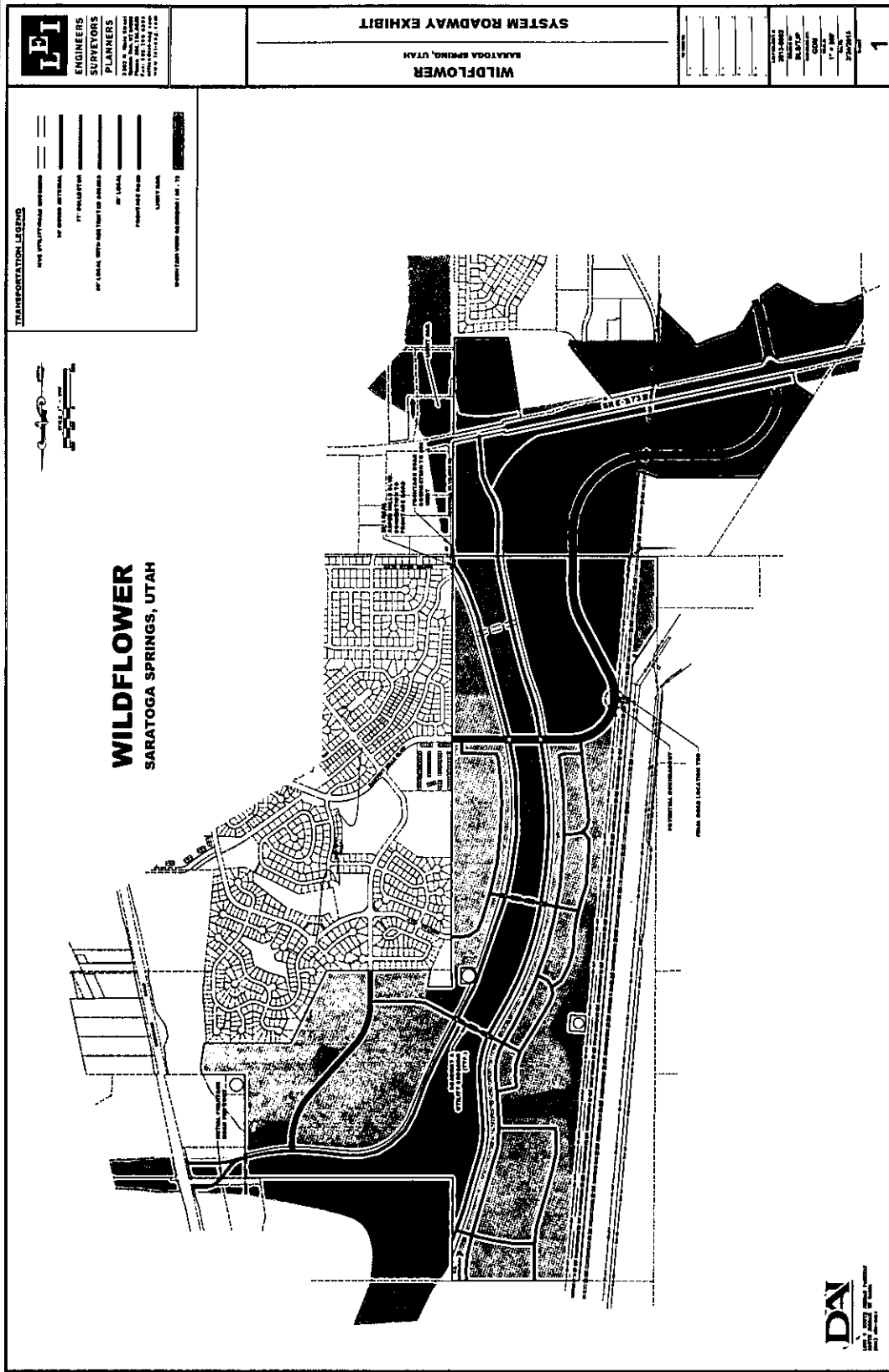
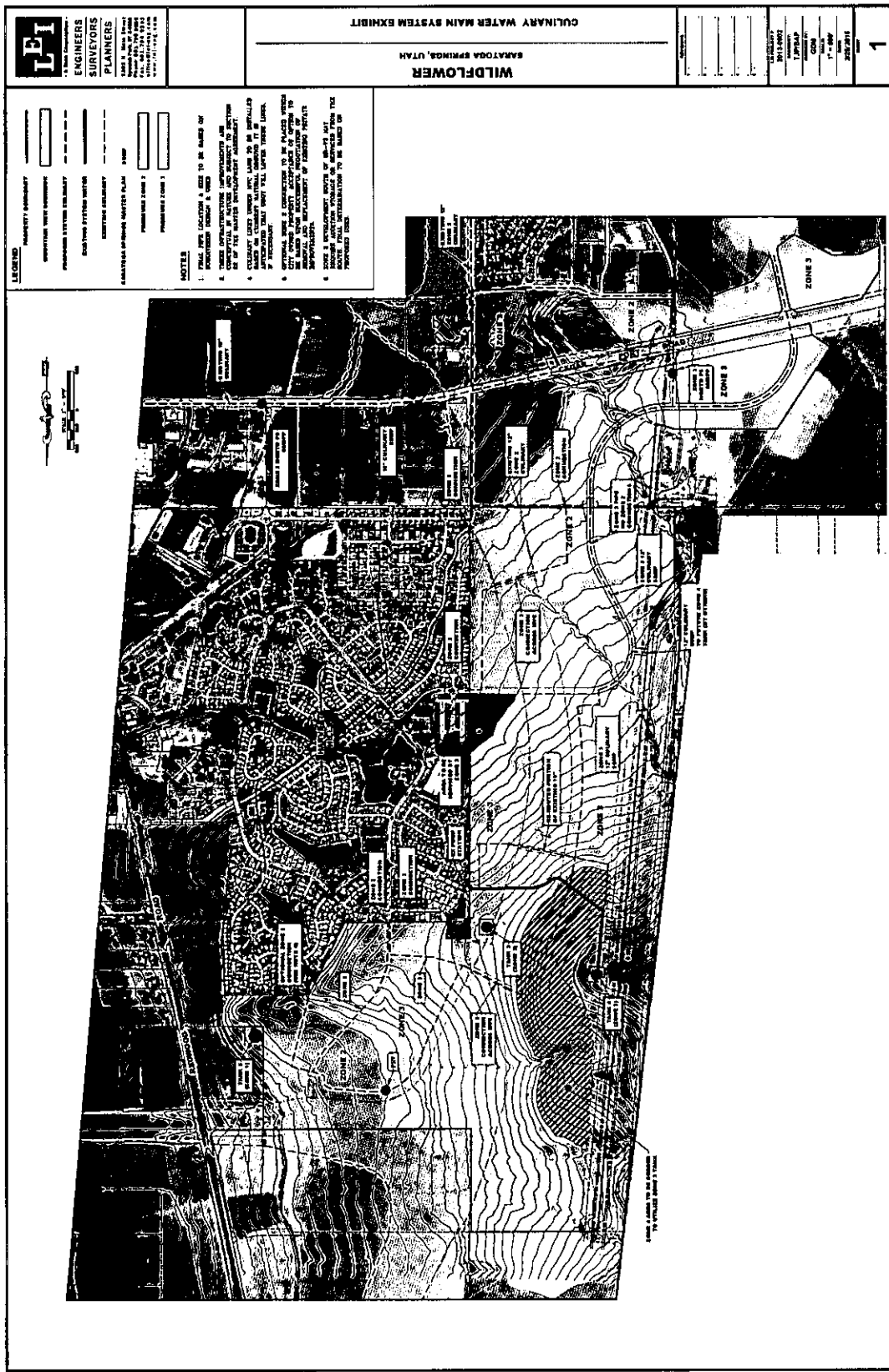


EXHIBIT ELEVEN: Culinary Water Main System



Culinary Water

Analysis of the existing system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Please refer to the Wildflower Culinary Water Main System Exhibit and the following details:

Wildflower Culinary Water Demands

Design Criteria:

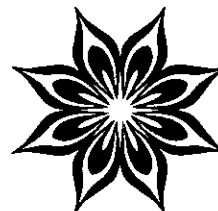
Culinary Water Source: 800 gpd/ERC
 Culinary Water Storage: 400 gpd/ERC
 Regional Commercial: 2 ERC/Ac Estimated for planning purposes

Area	Connections ERC	Culinary Water			
		Source Req'd gpd/ERC	Total Source gpm	Storage Req'd gal/ERC	Total Storage gal
Zone 2 Residential	499	800	277.22	400	199,600
Zone 2 Regional Commercial	180	800	100	400	72,000
Zone 2 Subtotal	679		377		271,600
Available Capacity			3,121		916,600
Zone 3 Residential	969	800	538.33	400	387,600
Zone 3 Regional Commercial	140	800	77.78	400	56,000
Zone 3 Subtotal	1,109		616		443,600
Available Capacity			3,121		716,000
Overall Total	1,788		993		715,200

Zone 2 Development:

Development within Zone 2 consists of approximately 499 residential ERCs and 180 commercial ERCs. The existing Tank #3 is anticipated to be utilized for service to this zone and connection points are detailed on the Exhibit.

The existing source capacity of 3,121 gpm is was obtained from Table 2-1 of the Saratoga Springs – Culinary Capital Facilities Plan, Impact Fee Facility Plan and Analysis dated April 2014.



The available storage capacity of the existing Tank #3 is listed 910,000 gallons according to Table 2-3 of said Analysis, with the following details:

Total Tank Size:	2,000,000 Gal
Emergency Storage:	(150,000) Gal
Fire Storage:	(300,000) Gal
Existing Demand:	(640,000) Gal
Remaining Capacity:	910,000 Gal
Remaining ERCs:	2,275 ERC

Zone 3 Development:

Development within Zone 3 consists of approximately 969 residential ERCs and 140 commercial ERCs. The existing Tank #4 is anticipated to be utilized for service to this zone and connection points are detailed on the Exhibit. There are currently 125 ERCs utilizing this tank for both indoor and outdoor storage at a rate of 1,750 gallons per ERC.

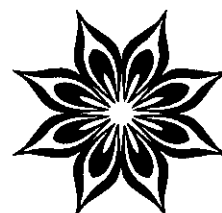
The source capacity of 3,121 gpm is obtained from Table 2-1 of the Saratoga Springs – Culinary Capital Facilities Plan, Impact Fee Facility Plan and Analysis dated April 2014.

Based on current conditions, the storage capacity of the existing Tank #4 is as follows:

Total Tank Size:	1,200,000 Gal
Emergency Storage:	(150,000) Gal
Fire Storage:	(240,000) Gal
Existing Demand:	(218,000) Gal based on indoor & outdoor use of 125 ERC
Reservation:	(120,000) Gal for Paul Johnson
Remaining Capacity:	472,000 Gal
Remaining ERCs:	
Indoor Only:	1,180 ERC
Indoor & Outdoor:	270 ERC
Remaining ERCs with Reservation:	
Indoor Only:	1,480 ERC
Indoor & Outdoor:	338 ERC

Based on these current conditions and calculations, the following must occur in order to fully utilize the excess capacity of Tank 4:

- The existing tank can accommodate approximately 270 to 338 ERCs for combined indoor and outdoor water use.
- The developer anticipates proposing a separate water agreement to request approval to delay the construction of a Zone 3 secondary water pond until the demand on Tank 4 has reached 270 – 338 ERCs.



- Construction of a Zone 3 secondary water pond must occur once Tank 4's capacity is fully allocated by the City. The pond construction will result in additional culinary storage capacity.

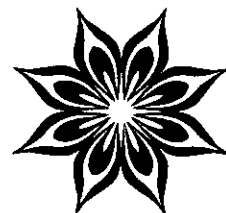
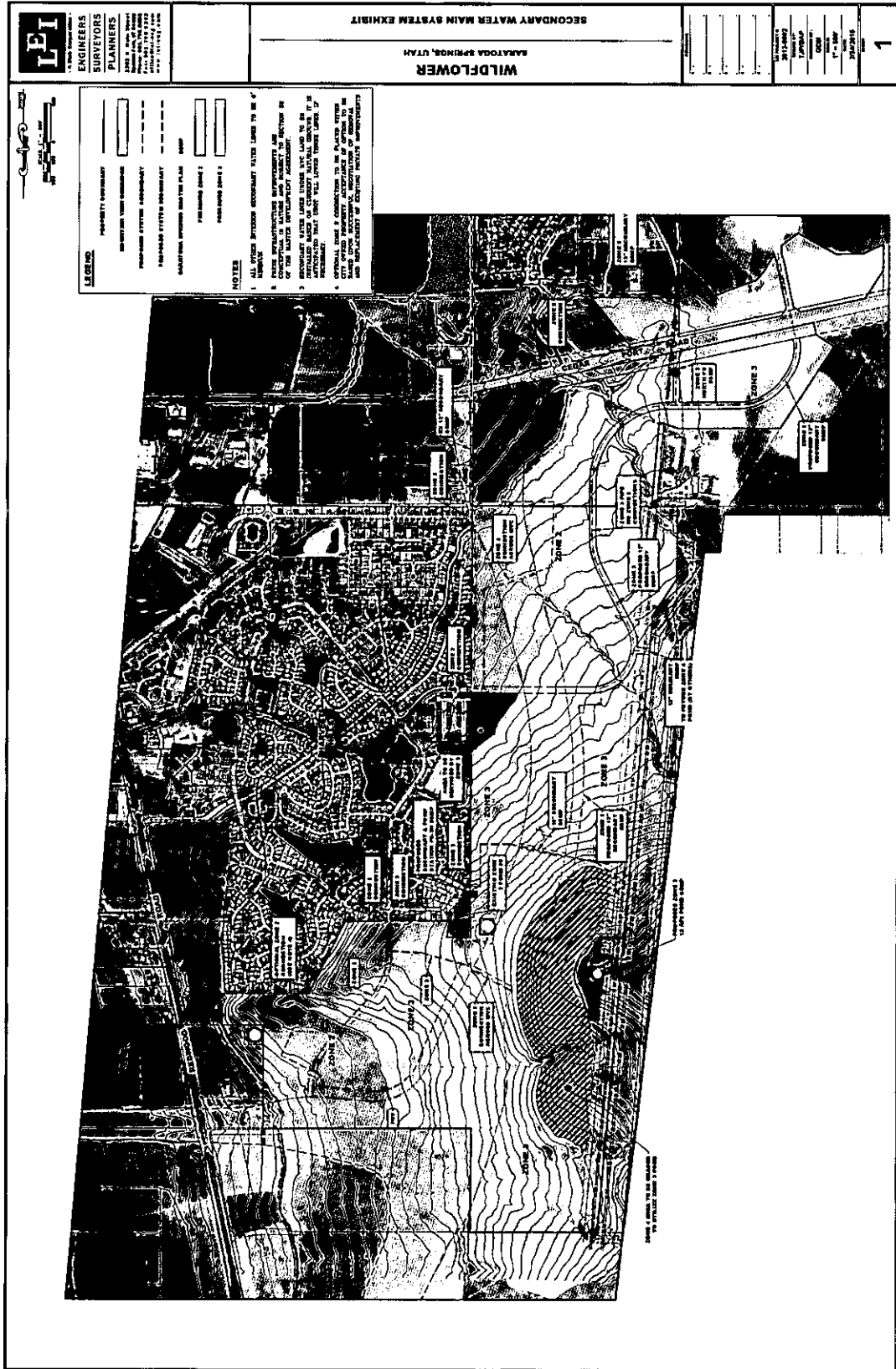


EXHIBIT TWELVE: Secondary Water System



Secondary Water

Analysis of the existing system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Please refer to the Wildflower Secondary Water Main System Exhibit and the following details:

Wildflower Secondary Water Demands

Design Criteria:

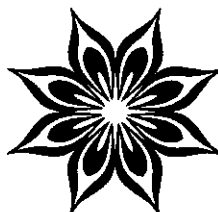
Secondary Water Source: 0.75 AF/yr
 1.2 gpm/ERC
 Secondary Water Storage: 1475 gal/ERC
 Regional Commercial: 2 ERC/Ac Planning Est

Area	Connections ERC	Secondary Water			
		Source Req'd gpm/ERC	Total Source gpm	Storage Req'd gal/ERC	Total Storage gal
Zone 2 Residential	499	1.2	599	1,475	736,025
Zone 2 Regional Commercial	180	1.2	216	1,475	265,500
Zone 2 Subtotal	679		815		1,001,525
Available Capacity			See Note		1,990,000
Zone 3 Residential	969	1.2	1,163	1,475	1,429,275
Zone 3 Regional Commercial	140	1.2	168	1,475	206,500
Zone 3 Subtotal	1,109		1,331		1,635,775
Available Capacity			See Note		See Note
Overall Total	1,788		2,146		2,637,300

Zone 2 Development:

Development within Zone 2 consists of approximately 499 residential ERCs and 180 commercial ERCs. The existing Pond #6, with its recent expansion, will be utilized for service to this zone and connection points are detailed on the Exhibit.

The current source capacity for Zones 2 and 3 is based on three existing wells with a combined capacity of 2,100 gpm. This flow translates to 1,750 ERCs at a requirement of 1.2 gpm per ERC.



With an existing demand of 1,600 ERCs, the existing system only has an excess capacity of 150 ERCs. Additional source development by the developer or through capital improvement projects will be necessary to ensure adequate source to meet the phased improvements and build out needs of Wildflower.

The current storage capacity of the existing Pond #6 with its recently completed expansion is as follows:

Pond Size:	9.6 Acre-Ft
Pond Size:	3,120,000 Gal
Current Demand:	(2,360,000) Gal based on 1,600 ERC at 1,475 Gal/ERC
Remaining Capacity:	760,000 Gal
Remaining ERCs:	515 ERC

This remaining capacity is below the projected Wildflower build-out demand of 679 ERCs. The remaining storage deficiency will need to be addressed to meet the needs of Wildflower and could be met through one of the following

- Expansion of the existing Pond #6 to allow for the additional ERCs.
- Construction of other Zone 2 ponds within the system which will accommodate additional storage.

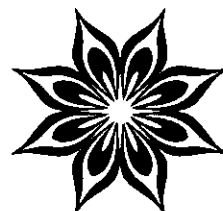
Zone 3 Development:

Development within Zone 3 consists of approximately 969 residential ERCs and 140 commercial ERCs.

The current source capacity for Zones 2 and 3 is based on three existing wells with a combined capacity of 2,100 gpm. This flow translates to 1,750 ERCs at a requirement of 1.2 gpm per ERC. With an existing demand of 1,600 ERCs, the existing system only has an excess capacity of 150 ERCs. Additional source development by the developer or through capital improvement projects will be necessary to ensure adequate source to meet the phased improvements and build out needs of Wildflower.

In order to build within Zone 3, a secondary water pond and associated improvements must be constructed or an agreement reached with the City to delay the construction of the pond until the capacity of the culinary Tank 4 is fully allocated by the City. Based on current conditions, the storage capacity of the existing Tank 4 is as follows:

Total Tank Size:	1,200,000 Gal
Emergency Storage:	(150,000) Gal
Fire Storage:	(240,000) Gal
Existing Demand:	(218,000) Gal based on indoor & outdoor use of 125 ERC
Reservation:	(120,000) Gal for Paul Johnson



Remaining Capacity: 472,000 Gal

Remaining ERCs:

Indoor Only: 1,180 ERC

Indoor & Outdoor: 270 ERC

Remaining ERCs with Reservation:

Indoor Only: 1,480 ERC

Indoor & Outdoor: 338 ERC

Based on these current conditions and calculations, the following must occur in order to fully utilize the excess capacity of Tank 4:

- The existing tank can accommodate approximately 270 to 338 ERCs for combined indoor and outdoor water use.
- The developer anticipates proposing a separate water agreement to request approval to delay the construction of a Zone 3 secondary water pond until the demand on Tank 4 has reached 270 – 338 ERCs.
- Construction of a Zone 3 secondary water pond must occur once Tank 4's capacity is fully allocated by the City. The pond construction will result in additional culinary storage capacity.



Sanitary Sewer

Analysis of the existing system is based on the conditions present at the time of analysis and does not create or imply a reservation of capacity.

Five sanitary sewer service areas have been determined for the ultimate build out of the Wildflower development. Please refer to the Wildflower Sewer Exhibit and the following details:

Sewer Area Node "A"

This area contributes approximately 409 ERCs and is proposed to be conveyed to the existing sewer located within Goldenrod Way of the Harvest Hills subdivision. There is an existing sewer easement on Lots 2211 and 2212 of Harvest Hills Plat "P". According to the technical memorandum prepared by Bowen Collins and Associates, dated 10-15-14, capacity currently exists within the existing pipelines downstream to accommodate these flows.

Sewer Area Node "B":

This area will require the installation of a 12" off-site sewer improvement from the far northeast of the project to a connection with an existing sewer main at the intersection of Redwood Road and the Welby Jacobs Canal. This line will service the estimated 609 ERCs from Wildflower as well as the future development west of Redwood Road.

In order to service an area of approximately 29 acres at the far north of the Wildflower development, a lift station may be required. This is due to the location and grade of the Mountain View Corridor.

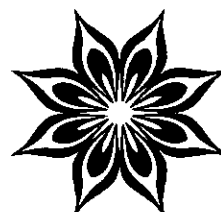
An optional connection has been shown with a connection to an existing 8" sewer stub from the cul-de-sac at Pear Place in Harvest Hills. This sewer stub was placed with the intent of servicing the project through the Harvest Hills system. The technical memorandum prepared by Bowen Collins and Associates, dated 10-15-14 shows that the proposed 603 ERCs can be accommodated through much, but not all, of the system to an ultimate discharge to the 18" in Redwood as shown as Node B. Additional survey work and modeling must be completed in order to ensure that capacity exists or to identify necessary improvements.

Sewer Area Node "C":

As with Node "A", the approximate 753 ERCs from this area are proposed to be conveyed to Goldenrod Way.

Sewer Area Node "D":

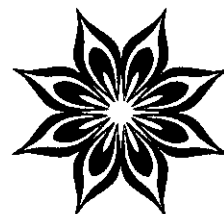
The approximate 124 ERCs from the regional commercial area will require the installation of a sewer main from the intersection of 1200 North and 800 West, then south along 800 West to



approximately North Buffalo Drive. At the time of development of this area, other options may also be available for service due to other development occurring in the area.

Sewer Area Node "E":

The approximately 200 ERCs is proposed to be conveyed to the existing sewer line located in North Coyote Run. A previous capacity study performed by Land Design Engineering, attached, determined that there may be a total of 354 homes connected to this line. These calculations were completed on 12-06-07 and used 371 gallons per day per household. With the current documented flow requirement of 255 gallons per day per household, the capacity of this line potentially increases to 515 ERCs. With the existing 288 homes and fire station (5 ERC), the remaining capacity is 222 ERCs and may accommodate the anticipated flow from Wildflower. Again, other options may be available in this area due to other development occurring in the area.





TECHNICAL MEMORANDUM

Wildflower Development Sanitary Sewer Evaluation

TO: Nathan Shipp
 Sunrise 3, LLC
 1099 West South Jordan Parkway
 South Jordan, UT 84095

COPIES: Keith Larson

FROM: Andrew McKinnon
 Bowen, Collins & Associates
 154 East 14000 South
 Draper, Utah 84020

DATE: October 15, 2014

INTRODUCTION

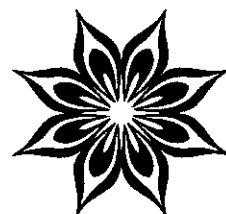
Sunrise 3, LLC owns some property at the north end of Saratoga Springs that it would like to develop. Sunrise retained Bowen Collins & Associates to evaluate the impacts proposed development would have on the Saratoga Springs sewer collection system. The purpose of this technical memo is to summarize these impacts.

WILDFLOWER PLANNED DEVELOPMENT

The area of development included in the Wildflower Development is indicated in Figure 1 along with potential connection points to the City's wastewater collection system. Figure 1 also shows the available capacity in the sewer trunk lines modeled by Saratoga Springs. For several of the connection points, there is a significant amount of sewer pipe that the City did not have survey data for during the development of the City's hydraulic model. As a result, the conclusions of this memo are limited to those pipelines for which survey data existed. Additional surveying and analysis may be needed to identify the available capacity in the unsurveyed sections of sewer collection mains downstream of proposed connections.

Overall Development Density

The City's general plan does not include impact of the Mountain View Corridor on planning areas. As a result, the City's sewer collection system is planned to accommodate more ERUs



than would be allowed by the City's typical general plan densities. The Wildflower Development has densities significantly higher than the City's general plan densities. However, the net density when including the area of Mountain View Corridor results in a density of approximately 3 equivalent residential units (ERUs) per acre. This is approximately equal to the density for the overall area included in the City's general plan. As a result, the higher densities will not have an impact on City's larger sewer facilities.

Harvest Hills Connection

The City does not have survey data for the sewer pipes directly downstream of the Harvest Hills 800 West connection. There is a 12-inch diameter sewer trunk line in Golden Rod Way that would have capacity for the proposed 409 ERUs. An 8-inch pipe at a minimum slope of 0.4% would have capacity to accommodate approximately 586 ERUs within the City's design criteria. This would suggest there may be capacity in the downstream pipe even if it is only 8-inch diameter. The contributing areas and slope of the downstream sewer pipes should be verified to determine if adequate capacity is available in the pipes directly downstream.

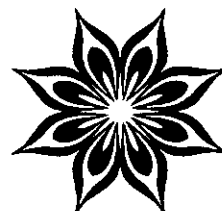
Aspen Hills Connection

The City does not have survey data for the sewer pipes directly downstream of the Aspen Hills 800 West connection. However, there is a bottle neck in the sewer mains downstream of the proposed connection that would begin to surcharge with growth beyond 500 ERUs. The affected pipes (approximately 1,300 feet of 8-inch pipe) would need to be replaced with larger diameter pipe to accommodate the 753 ERUs that are proposed to discharge at the Aspen Hills connection.

As an alternative to connecting into Aspen Hills Blvd, if it is possible to direct wastewater toward Golden Rod Way, the sewer mains in the lines downstream of Golden Rod Way have significantly more capacity. There is a single pipe in the line downstream that has remaining capacity for only 1,210 ERUs (which is less than the rest of the line). This would appear to be adequate to accommodate the proposed ERU contributions for both the Harvest Hills and Aspen Hills connections (409 ERUs + 753 ERUs).

1200 North & Sagehill Dr Connection

The City does not have survey data for the sewer pipes directly downstream of the 1200 North connections (800 West & Sagehill Dr). There is a 12-inch diameter sewer trunk line near 600 North 800 West that would have capacity for the proposed 324 ERUs (from the 1200 North and Sagehill Dr connection). An 8-inch pipe at a minimum slope of 0.4% would have capacity to accommodate approximately 586 ERUs within the City's design criteria. This would suggest there may be capacity in the pipes directly downstream even if they are only 8-inch diameter. The contributing areas and slope of the downstream sewer pipes should be verified to determine if adequate capacity is available in the pipes directly downstream.



Redwood Road Connection

It is assumed that the new facilities being proposed to connect at Redwood Road will be sized appropriately to satisfy the City's design criteria. The proposed collection plan will direct approximately 260 ERUs that would have been collected by a proposed sewer trunk line in 800 West into the Redwood Road trunk line at the Redwood Connection point indicated in Figure 1. This results in a peak flow through the Redwood trunkline approximately 115 gpm higher than previously planned. This has no negative impact on the Redwood Road collection lines.

It should be noted that there is some developable area west of Redwood Road and north of Spring Hill Dr that may wish to discharge to the proposed offsite sewer system. This area should be considered when sizing the proposed offsite sewer main.

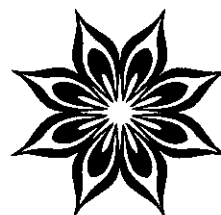
800 West Trunk Line

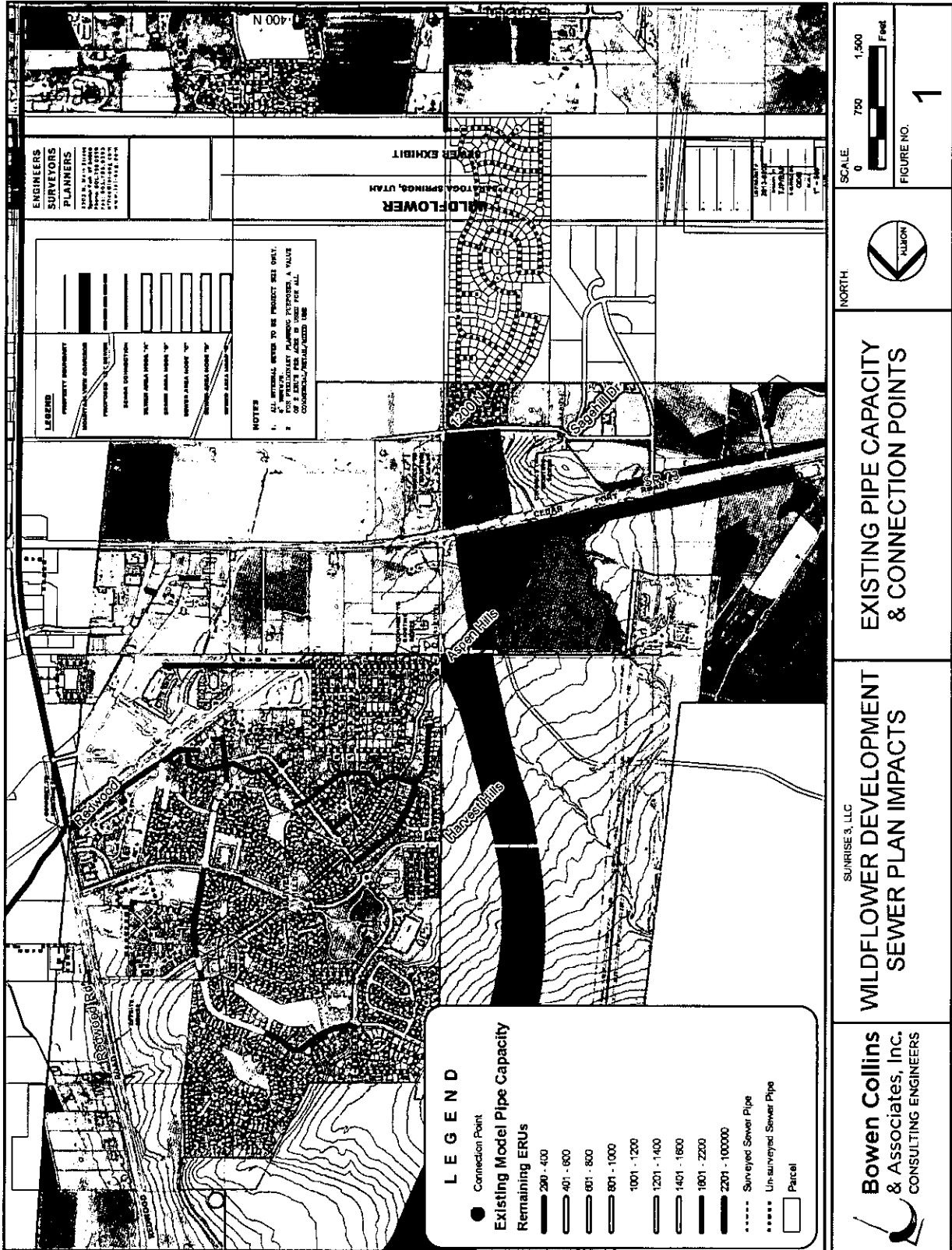
The long term sewer collection plan for the City currently includes collecting all of the area proposed to connect to Harvest Hills and Aspen Hills by a new 800 West sewer trunk line. This trunk line was intended to collect wastewater for most of the area in the Wildflower Development along with areas west of the Wildflower Development. However, if improvements are made to Aspen Hills sewer mains, the 800 West trunk line alignment may not be necessary for the Wildflower Development at buildout. The Redwood Road collection lines have sufficient capacity to accommodate flows at the Harvest Hills and Aspen Hills connections if they are not ultimately collected by a new trunk along 800 West.

However, the Aspen Hills Blvd and Harvest Hills Blvd lines will not be capable of accommodating all of the proposed ERUs in areas west of the Wildflower Development that are part of the City's buildout annexation boundary. Areas west of the Wildflower Development that may annex into Saratoga Springs should be considered when sizing sewer collection lines in the Wildflower Development. An alternate alignment for a new sewer trunk to collect areas to the west of the Wildflower Development will need to be developed if the 800 West trunk line is not constructed. The City may wish to upsize some lines in the Wildflower Development accordingly.

CONCLUSIONS AND RECOMMENDATIONS

The proposed sewer discharge points proposed by Wildflower Development have little impact on existing sewer pipes in the City's collection system with one exception. The Aspen Hills connection cannot accommodate all of the proposed ERUs. It is recommended that development be limited to downstream collection pipes capacity of 500 ERUs or that the deficient pipes be replaced to accommodate future growth. The other proposed connections have sewer trunk lines in the vicinity with capacity to accommodate the proposed development. However, additional investigation is needed to determine if there is adequate capacity in sewer mains that were not included in the City's hydraulic model because of unavailable survey information. The alignment for the City's proposed 800 West trunk line may need modified to better accommodate the needs of the Wildflower Development as the area west of the Wildflower Development that may be annexed by Saratoga Springs.





**ENGINEERS
SURVEYORS
PLANNERS**
BOWEN COLLINS
& ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 N. 1000 W.
SARATOGA SPRINGS, UT 84055
PHONE: 435.852.1111
WWW.BOWENCOLLINS.COM

WILDFLOWER
SARATOGA SPRINGS, UTAH
OVER EXHIBIT

LEGEND

	PROPERTY BOUNDARY
	UTILITY LINE
	EASEMENT
	Surveyed Sewer Pipe
	Un-surveyed Sewer Pipe
	Parcel

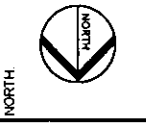
NOTES

1. ALL MATERIALS REFER TO BE PROJECT SPEC ONLY.
2. FOR PRELIMINARY PLANNING PURPOSES, A VALUE OF 1.0 IS ASSUMED FOR ALL CONDUITS AND MANHOLES.

LEGEND

	Connection Point
	Existing Model Pipe Capacity Remaining ERUs
	200 - 400
	401 - 600
	601 - 800
	801 - 1000
	1001 - 1200
	1201 - 1400
	1401 - 1600
	1601 - 2200
	2201 - 100000
	Surveyed Sewer Pipe
	Un-surveyed Sewer Pipe
	Parcel

SCALE: 0 750 1,500 Feet
FIGURE NO. 1

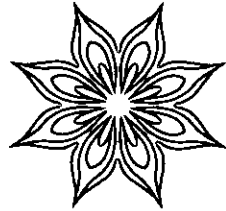


EXISTING PIPE CAPACITY & CONNECTION POINTS

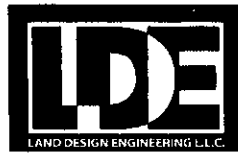
WILDFLOWER DEVELOPMENT SEWER PLAN IMPACTS

Bowen Collins & Associates, Inc.
CONSULTING ENGINEERS

P:\Saratoga Springs\Projects\1511\Drawings\DWG - Project No. 1511 - 15020214



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN



12-06-07

To: City of Saratoga Spring

From: Land Design Engineering

Re: Coyote Creek Sewer Connection

We have reviewed the As-Built Drawings for the existing 8" sewer line for Sunrise Meadows. It is proposed to connect Coyote Creek Development sewer line into this existing sewer line at a point on Coyote Run Street Existing Station of 12+75 +/-.

From this connection point the sewer line has a length of approximately 3500 feet and an average slope of 0.6%. It then connects into a larger Sewer Line on 11600 west. Along an existing Sewer line in Sunrise Meadows, the slowest flow is identified. This worse case scenario point for the 8" sewer line is a section with a slope of 0.4%.

The sewer flow calculations for the pipe at this point are performed on the attached spreadsheet. For this, we used a Mannings "n" value of 0.011. This was determined from the PVC pipe manufacturer. (Initial 'n' for this pipe is 0.009, then ages to 0.011) In addition, the water level in the pipe was considered to be 80% of the diameter of the pipe. Using hydraulic principles illustrated on the attached diagram, it is determined that at the 80% depth level, the volumetric flow rate (Q) is 90% of Q_{full} . (i.e. $Q_{80\%} = 0.90 \times Q_{full}$).

Using 371 gallons per day (gpd) per household and a peaking factor of 4, we have determined that there can be a total of 354 homes connected to this line. There are currently 288 existing homes on this line, and an existing Fire Station. The Fire station Sewage Flow is approximately equaled to 5 homes. Therefore, this sewer line can handle an additional 61 homes.

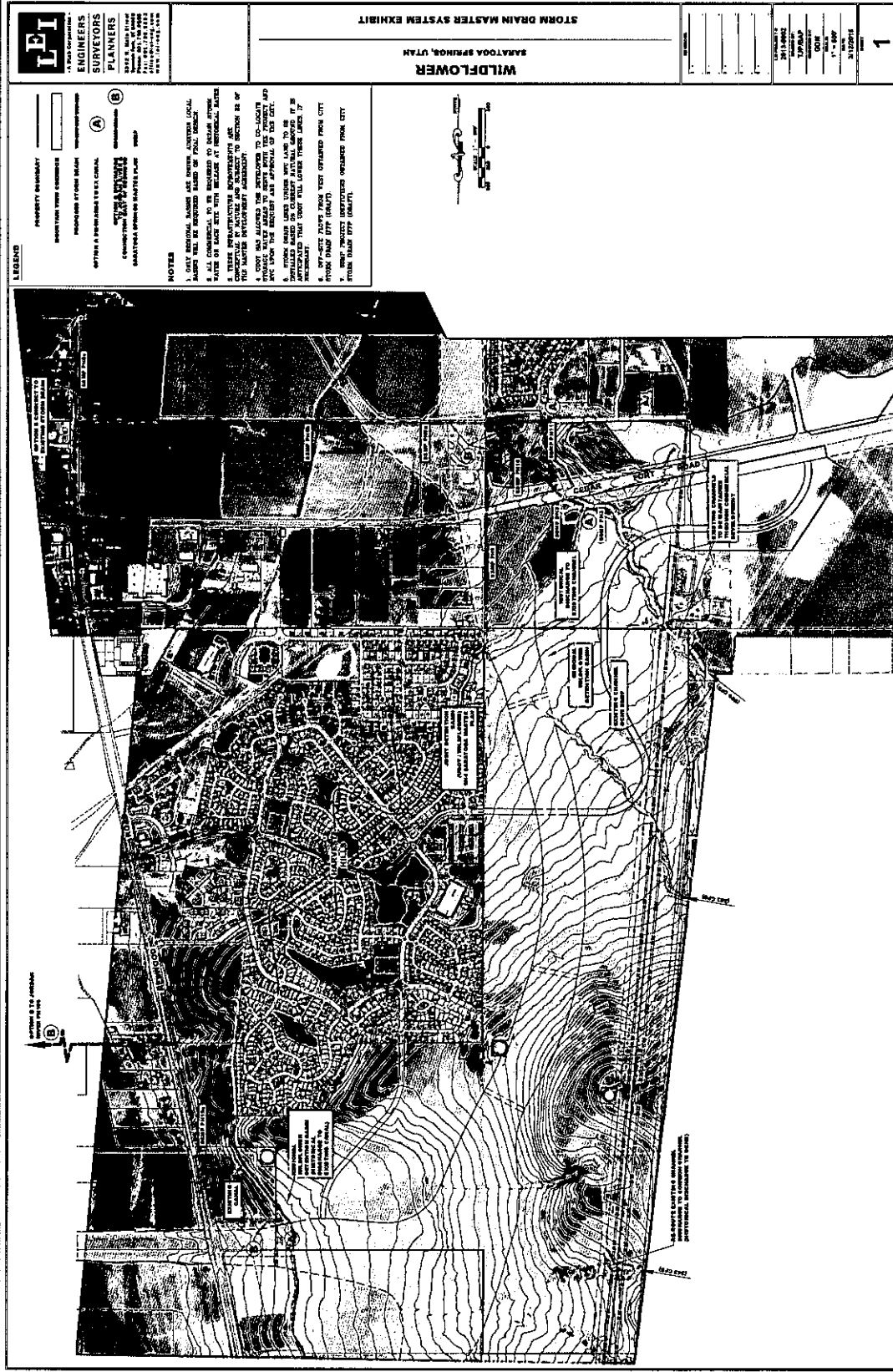
Signed,

Carey Johanson, EIT

Kraig Johnson, PhD, PE



EXHIBIT FOURTEEN: Master Storm Drain



Storm Drainage

Please refer to the Wildflower Storm Drain Master System Exhibit and the following details:

Joint Facilities:

With the segmenting of the property with the Mountain View Corridor, UDOT and the developer desire to cooperate in the collection and disposal of storm drainage. In a cooperative effort, the use of joint facilities has been discussed. The final location, design and use is to be determined in conjunction with the subdivision design.

Off-Site Drainages:

Three main channels, as depicted within the Exhibit, discharge onto the property from drainage basins to the west. These flows are to be conveyed through the Wildflower development. Drainages are to be protected and enhanced to comply with City of Saratoga Springs design standards.

On-Site Storm Water Disposal:

Two options are proposed for the disposal of storm water from the development:

Discharge to Existing Canal. The historical flow of storm water from a majority of the development property is to the existing canal located at the eastern edge of the property. In order for this option to be utilized, approval in a form acceptable to Saratoga Springs must be granted by the canal company.

Discharge to Saratoga Springs Master Plan Facilities. If discharge is not allowed to the existing canal, downstream storm drainage facilities will be required. These facilities are depicted within the Exhibit and are to be according to the Saratoga Springs Master Plan.

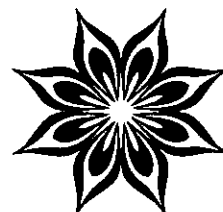
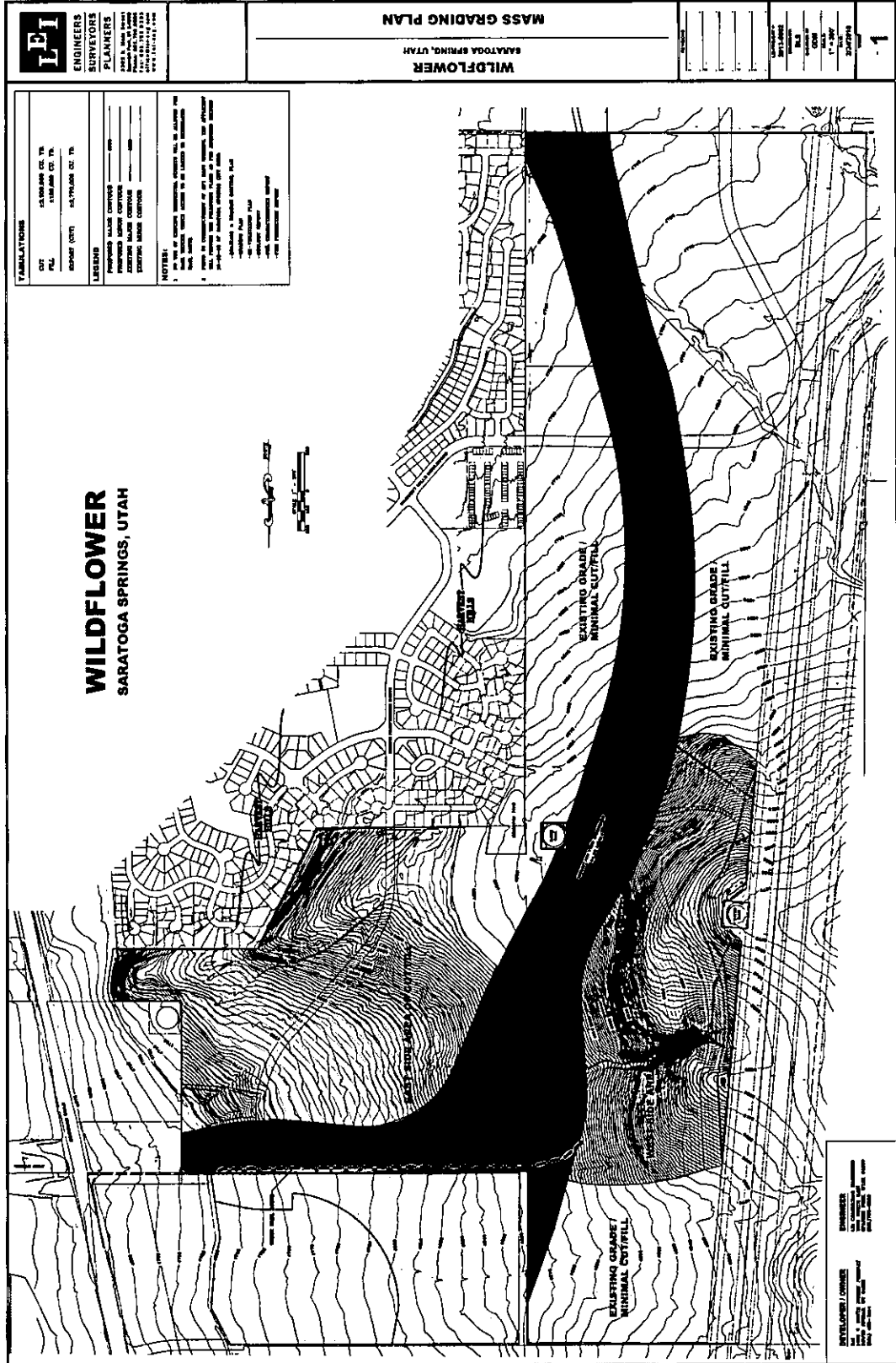


EXHIBIT FIFTEEN: Mass Grading Plan



**WILDFLOWER
SARATOGA SPRINGS, UTAH**

LPI
 ENGINEERS
 SURVEYORS
 PLANNERS
 1150 S. STATE STREET SUITE 400
 SALT LAKE CITY, UTAH 84119
 PHONE 801.466.9229
 FAX 801.466.9239
 WWW.LPI-UTAH.COM

REVISIONS
 DATE REVISION BY
 05/20/15 01
 05/20/15 02

LEGEND
 PROPOSED MASS GRADING
 EXISTING GRADE
 EXISTING GRADE MINIMAL CUT/FILL
 EXISTING GRADE MINIMAL CUT/FILL

NOTES:
 1. ALL GRADES SHALL BE TO FINISH GRADE.
 2. THE PROPOSED GRADES SHALL BE TO FINISH GRADE.
 3. THE PROPOSED GRADES SHALL BE TO FINISH GRADE.
 4. THE PROPOSED GRADES SHALL BE TO FINISH GRADE.
 5. THE PROPOSED GRADES SHALL BE TO FINISH GRADE.
 6. THE PROPOSED GRADES SHALL BE TO FINISH GRADE.

WILDFLOWER
 SARATOGA SPRINGS, UTAH
MASS GRADING PLAN
 1

ENGINEERS
 LPI ENGINEERS, SURVEYORS & PLANNERS
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EXHIBIT SIXTEEN: Natural Resources Inventory Plan

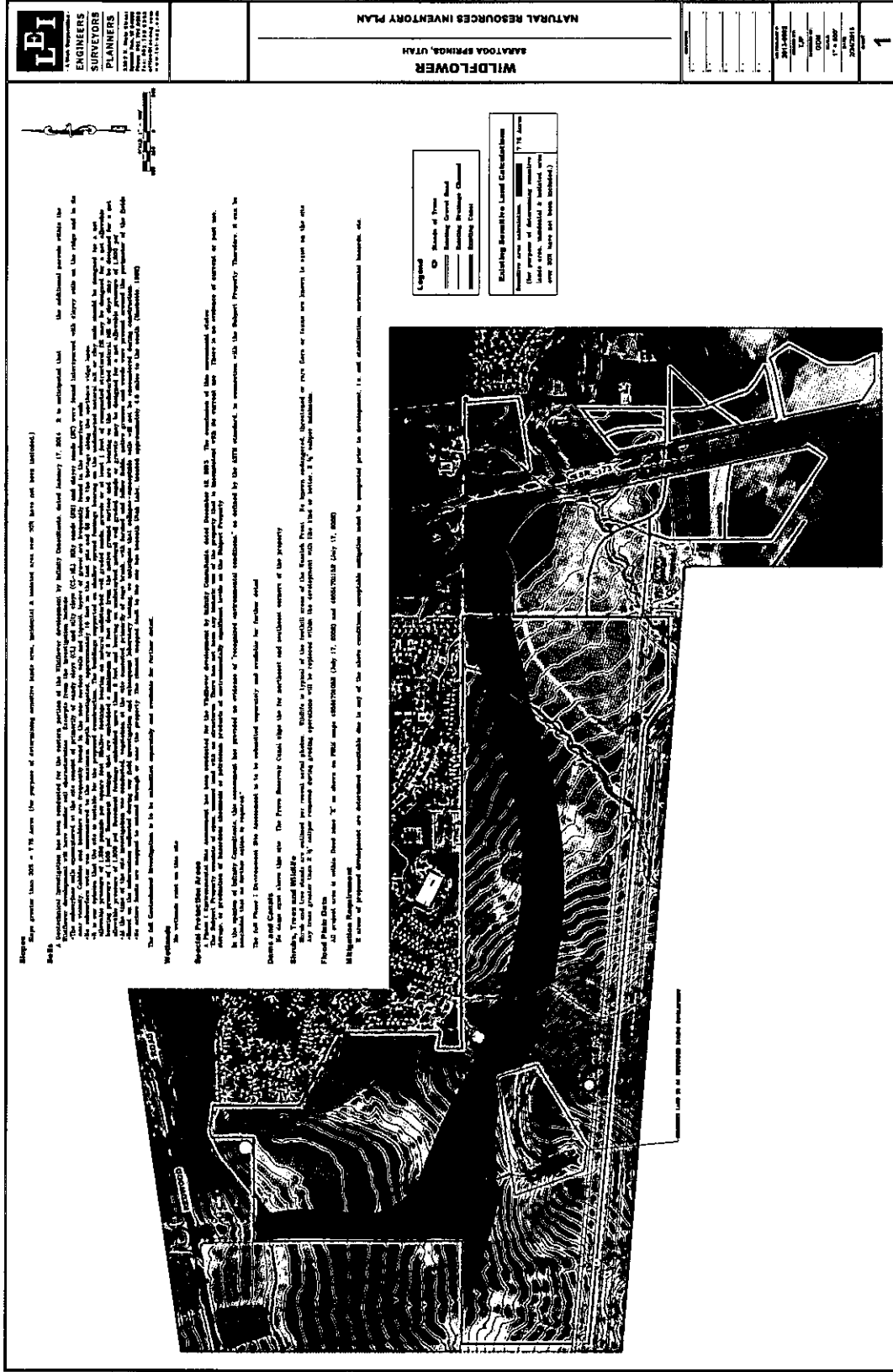


Figure 16-1: Natural Resources Inventory Plan. The map shows the location of the subject property in relation to the surrounding area. The map includes a north arrow and a scale bar. The map also includes a legend and a table of existing sensitive land calculations.

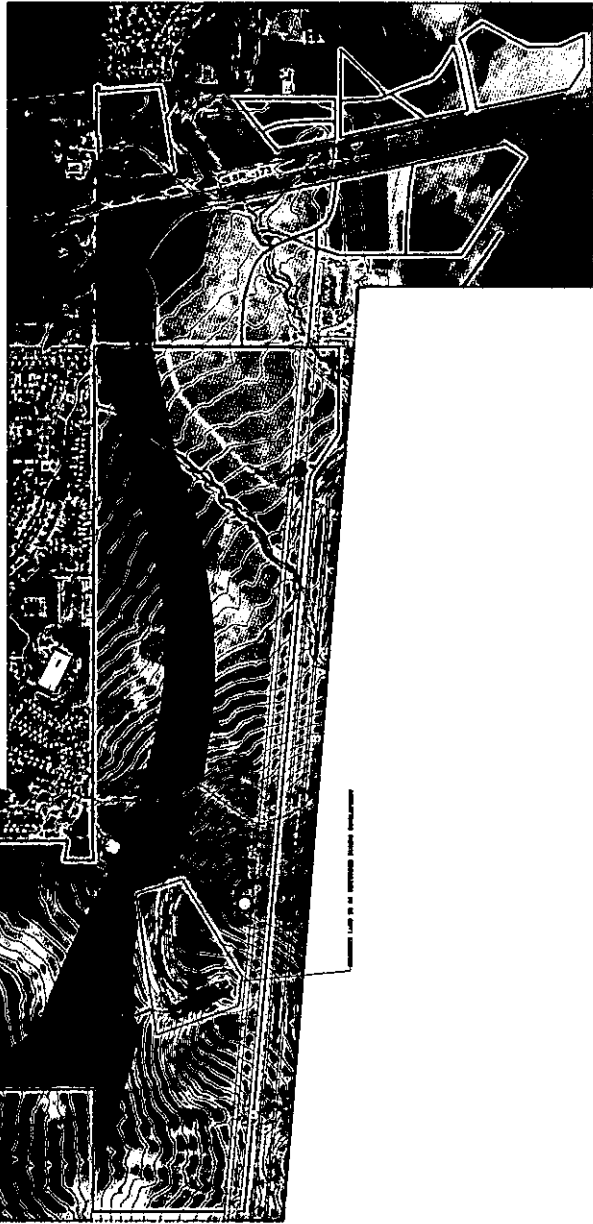
Legend

- Shade of Trees
- Shading Current Road
- Shading Future Road
- Shading Other

Existing Sensitive Land Calculations

Sensitivity Area Subclass	Area (Acres)	Total Area (Acres)
Wildflower	17.9	17.9
Total	17.9	17.9

The map shows the location of the subject property in relation to the surrounding area. The map includes a north arrow and a scale bar. The map also includes a legend and a table of existing sensitive land calculations.



Legend

- Shade of Trees
- Shading Current Road
- Shading Future Road
- Shading Other

Existing Sensitive Land Calculations

Sensitivity Area Subclass	Area (Acres)	Total Area (Acres)
Wildflower	17.9	17.9
Total	17.9	17.9

WILDFLOWER
SARATOGA SPRINGS, UTAH
NATURAL RESOURCES INVENTORY PLAN

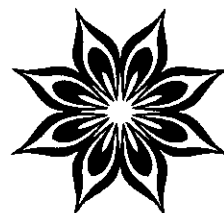
LPI
ENGINEERS
SURVEYORS
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1000 N. 1000 W.
SARATOGA SPRINGS, UTAH 84055
PHONE: 435.853.1111
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1

Environmental

An Environmental Site Assessment was conducted by Infinity Consultants. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

- Utilities such as water, sewer, electricity and gas are available in the streets of the Harvest Hill Subdivision to the east of the Subject Property. Capacity needs to be verified.
- Surficial soils were visually inspected and appear to be sandy silts with gravel and boulders at higher elevations. The property is covered by native grasses, weeds, and plowed fields.
- The property slopes gradually and changes several hundred feet from its high point in the northwest to lowest points in the northeast and south. The slope is much steeper in the north west, in the vicinity to the westernmost City water tank.
- An irrigation canal runs through the Subject Property at two locations, First in the southern part of the property just north of and then crossing Cedar Fort Road, then second in the northeast portion of the property.
- All drainages crossing the property seem to end at the irrigation canal.
- There are high power electrical transmission lines bordering the west boundary of the Subject Property.
- There are no constructed structures on the entire property or evidence of past structures.
- The Central Utah Eater Conservancy District is currently constructing a large culinary water storage tank just west of the Subject Property at about 8800 North. Buried culinary water pipes are being installed across the Subject Property to supply this tank.



Soil Report

A partial Geotechnical Investigation was conducted by Infinity Consultants; additional Geotechnical Studies will be provided for each development area prior to any mass grading. The City does not guarantee that all land is developable and will require complete geotechnical data for each Village Plan. See Exhibit Seventeen. The following are the essential findings of the investigation, expressing that no major environmental issues were found.

- It is our opinion that the site is suitable for the proposed construction.
- The subsurface soils encountered at the site consist of primarily sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel are frequently found in the subsurface soils.
- No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.



EXHIBIT SEVENTEEN: Geotechnical Report

GEOTECHNICAL INVESTIGATION

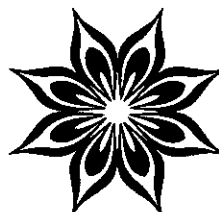
A 157 ACRE PORTION OF THE
WILDFLOWER DEVELOPMENT
PLUS THE MYRNA GRANT PROPERTIES

SARATOGA SPRINGS, UTAH

PREPARED FOR:

DAI MANAGERS, LLC

January 17, 2014



WILDFLOWER
AT SARATOGA SPRINGS
COMMUNITY PLAN

EXECUTIVE SUMMARY

- 1 Wildflower is a proposed 184 acre development located west of Redwood Road approximately 1.5 miles north of highway 73 (Lehi Main Street/Cedar Fort Road) in Saratoga Springs Utah. The project area is located on the northern and western borders of the Harvest Hills subdivision and consists of a northern region and a southern region that are joined by a narrow neck of property. The northern region slopes generally to the east by north east and has some steep slopes. The southern region of the property predominantly slopes to the southeast with mild slopes. Approximately 70 percent of the property was previously farmed. The remaining 30 percent of the property is undisturbed rangeland with wild grasses and sage brush.
- 2 The subsurface soils encountered at the site consist of primarily of sandy clays (CL) and silty clays (CL-ML). Silty sands (SM) and clayey sands (SC) were found interspersed with clayey soils on the ridge and in its near vicinity. Cobbles and boulders are frequently found in the near surface soils and topsoil, layers of gravel are frequently found in the subsurface soils.
- 3 No subsurface water was encountered to the maximum depth investigated, approximately 16 feet in the test pits and 50 feet in the borings along the northern ridge lines.
- 4 It is our opinion that the site is suitable for the proposed construction. The buildings supported on shallow spread footings bearing on the undisturbed natural silt or clay soils should be designed for a net allowable pressure of 1,250 pounds per square foot. Shallow footings bearing on natural undisturbed well graded sands, gravels or at least 1 foot of compacted structural fill may be designed for a net allowable bearing pressure of 1,500 psf. Basement footings that are embedded a minimum of 6 feet deep from the native ground surface and are bearing on the undisturbed natural silt or clays may be designed for a net allowable pressure of 1,500 psf. Basement footings embedded more than 6 feet and bearing on undisturbed natural well graded sands or gravels may be designed for a net allowable pressure of 1,800 psf.
- 5 For this property, a minimum roadway profile consisting of 3 inches asphalt over 7 inches of road base on compacted native material is recommended for residential streets. The standard Saratoga Springs City residential roadway section satisfies this requirement. Soft areas in native subgrade should be removed and replaced with properly compacted structural fill.
- 6 Additional geotechnical information related to foundations, subgrade preparation, pavement design, retaining walls, and materials is included in Section 4 of this report.

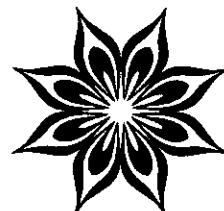


EXHIBIT EIGHTEEN: Wildland/Urban Interface

Fire Protection

The project lies entirely within the City defined Wildland/Urban Interface. At the time a preliminary plat is submitted, a Fire Protection Plan in accordance with the Wildland-Urban Interface Code shall be prepared to assess site specific wildfire risk. This assessment includes consideration of location, topography, aspect, flammable vegetation, climatic conditions and fire history. The plan shall address water supply, access, building ignition and fire-resistance factors, fire protection systems and equipment, defensible space and vegetation management. Feasibility of the Fire Protection Plan will be reviewed at time of preliminary plat and full details finalized before a final plat is approved.

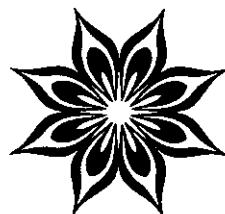
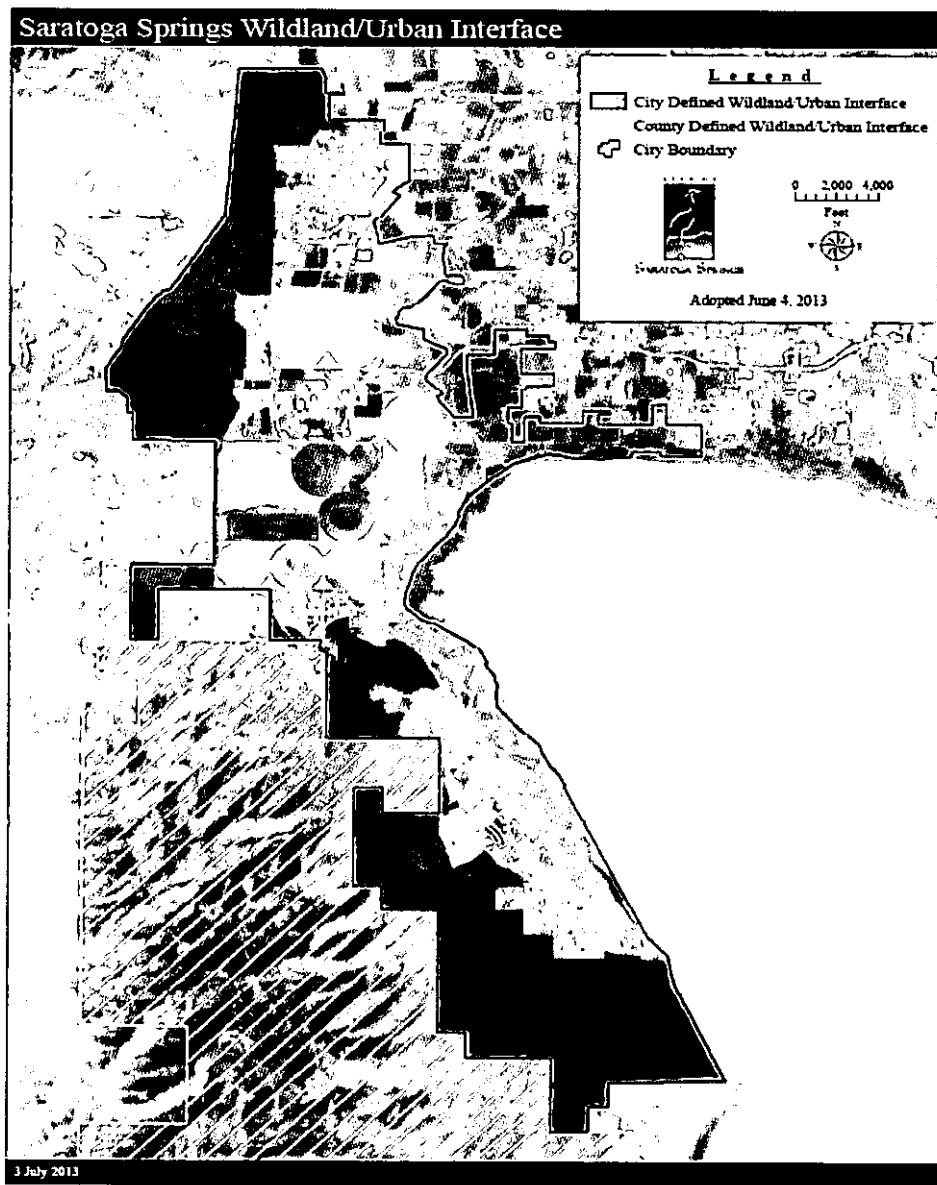


Exhibit C
 Planning Commission
 Written Minutes with Adopted Findings and Conditions

**City of Saratoga Springs
 Planning Commission Meeting
 November 13, 2014**

Regular Session held at the City of Saratoga Springs City Offices
 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Planning Commission Minutes

Present:

Commission Members: Jeff Cochran, Jarred Henline, Kirk Wilkins, Sandra Steele, Hayden Williamson, Kara North

Staff: Kimber Gabryszak, Sarah Carroll, Nicolette Fike, Jeremy Lapin, Kevin Thurman

Others: Nate Shipp, Nola & Mel Bunkall, Juni Moore, Joan Black, Diana Bradey, Jeremy Cochran, Brett Hardcastle, Troy Herold, Sean Trinnaman, Mindy Danve, Jamie Danforth, Alan Johnson, Steve Larsen, Milt Shiff, Aric Jensen, J. & Q. Klingonsmith, Brian Ricks, Kalli & Austin Bee, Ryan Marle, Paul Linford, Bryan Flamm, Joe Hitzeman, Ken Betch, Wende Tate, Jason Broll, Rick Van Valkenburgh

Excused: Eric Reese

Call to Order - 6:30 p.m. by Jeff Cochran

Pledge of Allegiance - led by Sean Trinnaman

Roll Call - Quorum was present

4. Continued Public Hearing and Possible Recommendation: Preliminary Plat for Heron Hills located at approximately 3250 South Redwood Road, Steve Larson, applicant.

Sarah Carroll reviewed this plat which was tabled from a prior meeting. There were two concerns of the access to El Nautica boat club and a property overlap. It was actually a gap between the properties. Part of the fence is still on the Heron Hills property. The applicant will Quit Claim the gap parcel and up to the existing fence to the El Nautica owners. Applicant has met with UDOT and they agreed to have the future public road align with Wildlife Blvd. The shape of the park has been revised and some of the lots have been revised as well. They will submit the new phasing plan with the final plat.

Ken Berg for applicant stated that staff has addressed all concerns and he is happy to answer any questions that need to be answered.

Public Hearing Opened by Jeff Cochran

Brett Hardcastle asked if Redwood road would be expanded to include a turning lane.

Jeremy Lapin said that there are no plans to modify or change the historical access. It is not a public access.

Sarah Carroll noted they would have the option of using the public road but the residents can't use the private road.

Julie Moore asked if the developer and the members of the El Nautica could meet and create a written agreement between the two.

Steve Larsen agreed to meeting with the El Nautica Club.

Public Hearing Closed by Jeff Cochran

Sandra Steele asked Ken Berg on lot 413 how much of the fence line would be quit claimed.

Ken Berg stated it was about 10 sq. ft. that was adjusted on the lot which equaled just inches that would be deeded.

Hayden Williamson was glad that the developer was able to work out the details requested.

Kirk Wilkins asked who owned the property to be quit claimed and who would it be deeded to.

Sarah Carroll stated that it was the previous owners, Cedarstrom, that had the remainder parcel and would be deeding it to the adjacent owners.

Kirk Wilkins asked if there are provisions for parking at the lake access park.

Sarah Carroll stated that this item would be discussed further in the process, when the landscape plan comes.

Kirk Wilkins echoed it was great that they were able to come together and resolve the problems between UDOT and developer.

Kara North was also glad that items were resolved.

Jarred Henline thought it looks good.

Jeff Cochran noted his questions have been answered.

Motion by Hayden Williamson that the Planning Commission recommend approval to the City Council of the Preliminary Plat for Heron Hills located at approximately 3250 South Redwood Road the based on the finding listed below in the staff report. Seconded by Kirk Wilkins. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.

Public Input Open by Jeff Cochran

No input at this time.

Public Input Closed by Jeff Cochran

5. Public Hearing and Possible Recommendation: Preliminary Plat, Site Plan and Master Development Agreement Amendment for Riverbend Townhomes located at approximately 900 North Redwood Road, Knowlton General/Aric Jensen.

Kimber Gabryszak reviewed the Phasing Plan; the applicant has requested an increase of units, which would require a Master Development Agreement. The trail will need to be realigned since it is located in the wetland flood plains, There are several Engineering requirements that must be met as well. Public input had been received and forwarded to the Commissioners.

Aric Jensen for applicant appreciates the staff work on this project. He would hope to have this approved as recommended.

Public Hearing Open by Jeff Cochran

Alan Johnson would like to request more parking on the north side, it is insufficient now. He would like to see that the HOA be reimbursed early on from the developer for the building of the park.

Joe Hitzeman wanted to request parking on the north side, there are often around 10 cars parked in the dirt area. Reimbursement of the park would be advised and funding to fix the existing park. He would like to push the amenities to be completed at the beginning rather than towards the end.

Public Hearing Closed by Jeff Cochran

Aric Jensen, has agreed to reimburse the HOA for the park improvements up front, additional parking has been added which includes 3-4 additional stalls but that was all that could be fitted. He said it's too hard to construct the landscaping at the beginning while construction is occurring.

Jarred Henline one concern is the parking, 3 stalls added is not enough for the north side, with the additional units added more parking will be needed and that needs to be addressed.

Kimber Gabryszak commented that there is no possibility of parking on the collector.

Jarred Henline maintains the position that more parking is needed and is a concern. The HOA and developer need to work out the reimbursement, and language would need to be added to address the parking issue.

Kara North asked if the parking requirement is being meet.

Kimber Gabryszak indicated that they do meet the requirements according to the current parking code. Guest parking is ¼ spaces per unit.

Kara North noted she was a resident of Riverbend. She expressed that the parking is a big concern and would like to distribute parking more to the north side. She thought a reconfiguration of the building would be able to fix that.

Aric Jensen responded that the unit couldn't be flipped because of a large sewer line that ran through the parcel on a diagonal.

Kara North feels that there could be a way to resolve the issue. The plan looks great and is glad to have this development completed.

Kirk Wilkins asked about the road next to the river. Would it take away future access to the river for the adjacent property owner?

Aric Jensen stated that the property is owned by someone else. It is there to show future connectivity required by the city.

Kimber stated that the road is shown on the City's future Master Transportation Plan they are following that general alignment, but doesn't require the property owner to do anything at this time. It could be reconfigured; it doesn't require a property owner to stick to that alignment.

Kirk Wilkins asked about the open space requirements.

Kimber Gabryszak noted that things were shifted but it comes out to about the same amount.

Kirk Wilkins echoed the need for additional parking and to make the neighbors happy, if there is anything that could be done that would be great. He asked about the trail access.

Aric Jensen said that on the east side the access was from their patios. There is a significant drop as to result of that the construction was to be raised.

Kirk Wilkins supported a condition to require trail connectivity. He asked about the realignment of the units.

Aric Jensen addressed why they requested the additional units and the cost of the units because of increased costs to fill and build walls.

Hayden Williamson expressed that parking is a concern of his as well and he would agree to commissioner's counsel to find additional parking. The additional units he is fine with, he asked if the landscaping for the detention basin has been determined.

Aric Jensen stated that the detention was designed to be flat bottom to be used for a play area and maintained by the HOA, it is redesigned slightly but will be a large play area.

Hayden Williamson asked if the parking would be enforced by the HOA.

Aric Jensen responded that yes the parking would be enforced by the HOA.

Hayden Williamson asked if the Fire Marshall would be able to enforce as well.

Kimber Gabryszak stated that they should put it on the plat very clear where they were allowed to park and if the Fire chief felt that there was concern then he could enforce any issues regarding the parking.

Kevin Thurman stated that Code Enforcement could also enforce any issues as well.

Sandra Steele asked what the lengths of the driveways were on the new units.

Aric Jensen said he thinks that they are 18 feet.

Sandra Steele feels some concern with the units on the east side and the lack of parking and asked if it was possible to add additional parking to the ends of the units.

Aric Jensen indicated that they could widen the drives on the ends.

Sandra Steele is not sure that the old parking issue could be fixed with the newer section and it should stand on its own. She asked if a traffic study had been completed.

Aric Jensen said that no study was completed.

Jeremy Lapin stated they could look at the need and see if one was warranted.

Sandra Steele clarified that chain link fencing is not permitted. She asked about the garage doors and do they meet the architectural design.

Kimber Gabryszak said that what was promised was provided.

Sandra Steele would feel more comfortable to add a condition that a connection to Riverside drive to the north be provided prior to the first Certificate of Occupancy.

Jeff Cochran asked if we could request additional parking for the additional units being requested.

Kimber Gabryszak reviewed the options that the Planning Commission could recommend for the project. They meet the current code requirements.

Kevin Thurman stated that the developer has an entitlement to the current R14 zoning.

Jeff Cochran asked if 8 additional stalls could be considered.

Aric Jensen stated that there is nowhere to locate any additional parking stalls, if they could they would.

Jeff Cochran strongly recommends he consider trying to reconfigure the plan to add the additional parking. He asked if the road extension was in the flood plain. (no) He asked if the slope and trail area was constructible and if it required a retaining wall to build.

Jeremy Lapin responded that it may, trail was flat. The northern units already had a wall proposed.

Motion by Kara North to forward a positive recommendation to the City Council for the amendment to the Riverbend MDA, increasing the maximum density from 58 units to 62 units, with the findings and conditions in the Staff Report. Seconded by Hayden Williamson. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.

Motion by Kara North to forward a positive recommendation to the City Council for the Riverbend Preliminary Plat and Site Plan with the Findings and Conditions contained within the Report, with the modifications that the number of units shall be 62, that the trail meet any staff concerns with respect to connectivity or the flood plain, that there be no on street parking on riverside drive per the request of the Fire Marshall, that per the agreement with the developer the driveways on the east end be widened as agreed, that if necessary based on staff's concerns or recommendations that a traffic study be conducted, that connectivity to Riverside drive be completed before the first Certificate of Occupancy is issued. Seconded by Kirk Wilkins.

Hayden Williamson had a question that no parking on Riverside drive was already Code. **The driveways to the units on the east side, that they not be allowed to park on the road but in private drives.**

Kara North accepted that correction.

Kimber Gabryszak clarified that they were accepting the other conditions that were in the staff report.

Kara North said yes.

Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.

A 5 min. break was taken at this time.

6. Public Hearing and Possible Recommendation: Rezone, General Plan Amendment and Community Plan for Wildflower located approximately 1 mile west of Redwood Road on SR 73 and West of Harvest Hills, AI/Nathan Shipp, applicant.

Kimber Gabryszak presented the plan. The applicant is requesting approval of a General Plan Amendment and Rezone to change the property to the Planned Community zone, and also a Community Plan to a Master plan, about 1765 residential units and 200 acres of commercial. There are plans for Mountain View Corridor which passes through the center of the Plan. The applicants are asking to transfer the residential density from these acres to the rest of the project, based upon a maximum of 3 units per acre overall. The highest density is furthest away from the existing neighborhood. There was a neighborhood meeting held and she reviewed feedback from that. They recommended to applicant that homes built next to existing homes be the same size and transition to smaller. She noted that each phase will have to be brought forward with a Village plan that will have more details. And then come to Council again in individual subdivision plats. She reviewed the current impact that planned MVC would be to the development. She reviewed recommended conditions.

Nathan Shipp, applicant, noted they had spent a lot of time with staff on how to comply with code and neighborhood feedback and UDOT. They did try to get UDOT to move MVC further to the west so their development wasn't split in the middle, but that is not an option. They are proceeding in good faith that the corridor will be done. Their plan allows for overall low density. They are leaving the commercial area alone at this time with plans to come back later with the best way to lay that out. They are working with staff and the major transportation plan. They are matching the size of roads stubbing into their plans. They are open to exploring the traffic patterns further to make sure they are done in a manner that is safe and addresses concerns of all residents.

Public Hearing open by Jeff Cochran

Jennifer KlingonSmith was concerned that granting the Planning Community zone gives the developers more flexibility in how things are laid out. She mentioned what has happened with the Legacy Farms project. If the City Council approves this than densities would be vested and she urges the Planning

Commission to use discretion. She feels that to shift the density really makes it less than 3 units per acre. She thinks that the developer would make a decent amount of money from UDOT with the sale of the area for MVC and he could keep the density lower and maintain the 3 units per acre on the rest of the area. She appreciates that he didn't put in a lot of multi-family units. The R18 pocket she wants to point out that while it doesn't seem big; it makes a big impact on their schools and wards. She feels that since this was only submitted and not approved before Prop. 6 that this should not be grandfathered in. Granting this density and seeing how it is playing out with Legacy Farms project she thinks they need to protect those and define those densities more.

Jeremy Cochran seconds a lot of comments Mrs. Klingonsmith made. He thinks that if they get the credit for the units that might have been in the corridor than increasing density in the other area it is an unfair advantage. He notes that if they add the road on the north (connecting to Providence) it eventually runs right in front of the school that it would be too congested for that road and unsafe. On exhibit 15 in the packet he wanted some clarification. He is questioning how much material would be extracted and where it would go and that it would be putting heavy equipment on the Harvest Hills roads which would ruin the roads and put a burden on the residents. He likes the trails but questions if there could be trails on the east of MVC. He wonders about the traffic flow onto MVC. He recommends a frontage road on the east of MVC.

Rick Van Valkenburgh is concerned about the proposed road to the north (Providence) that would increase traffic on that road. He mentioned the traffic impact during peak hours is on the Harvest Hills Blvd. He thinks that would also dump more traffic onto the proposed road. He would like to see the proposed road moved.

Brian Ricks feels that the argument is that they are trying to shift what MVC has taken away and he doesn't think it would put the developer in dire straits. He has spoken with the administrators at local schools and they are concerned with being able to pass a bond for a new high school to take some load off the high numbers at local schools. This development would bring a lot more students to our schools. He is concerned also about the proposed road connecting through Harvest Hills. The road goes by a major park and school. By design in the neighborhood the roads slow traffic down and this would put more traffic on those roads.

Jamie Danforth likes the comments that have been made already. We care about our community and the city. She echoes that when the project was proposed that MVC was not in that plan. The change in density would change the feel a ton. This would add about 3400 kids that need schools and there isn't space in the plan for schools. It looks nice but the majority is on 4500-6000 sq.ft. lots. She likes the idea of matching what exists. She is concerned on the shift of demographics. She is concerned with the comparison of high density vs. lower on the north end of the city. The north end is carrying a huge weight for the city with all the high density in this area.

Sean Trinniman is wondering what type of stores/commercial is planned on the south end of the plan. He is concerned with parking at those also and that it not be crammed. He thinks that what is around the high density is a better forecast for crime. He would suggest a crime forecast for the area and what it would mean to our Police force. The increased housing pod next to Saratoga Chase community will be high density also. He is concerned with the view to the west being blocked and concerned with extra light pollution. He is suggesting another study for how previous developments from DAI were designed and what their current problems are and what we can do to avoid those. He notices that other areas of MVC have a large buffer zone. He is wondering what the plan is for the mixed use area and thinks it could be expanded.

Public Hearing Closed by Jeff Cochran

Kimber Gabryszak answered some of the public's questions. With the requested density transfer, she said staff had the same questions. Staff did recommend a condition that they add an amendment process to predictably shift density if the Mountain View Corridor is not built, or if the density in the Corridor is purchased by UDOT. Initial communication is that UDOT will not purchase the density. They don't think double dipping is really happening. The Commercial area is not really a change in the general plan, if they changed it for a big box use they would have to go through a review process. Right now they are only working on the residential areas. In terms of Prop 6, this development is not necessarily grandfathered in,

but as it's an advisory document it will be looked at. It will be a legislative decision by City Council and it gives them things to weigh. There are items to discuss if the benefits to the city outweigh the risks. MVC is an important connection because Redwood road and I-15 are projected as failing. They can request additional information for extraction and designated routes to minimize impact to the neighborhood. Density is based off of R3 but there is not min or max with planned community zone. They took the R3 and dispersed it through the plan. The height of the high density housing; there is a current plan that it will be determined in the village plan submissions. They requested that the maximum height be added to the Mountain View neighborhood. Kimber addressed the language in the state code that prohibits us from addressing school impacts.

Kevin will need to look further into it; he thinks it was changed recently. This area is going to need land that will facilitate schools and churches.

Jeff Cochran said that with the buffer on MVC in the north, it is intended in its ultimate build out to be a freeway like I-15, which is why it is spread out now to allow for that growth.

Jeremy Lapin addressed the impact to existing roadways and changes; it was always planned that they would have its own entrance from S.R. 73 and Redwood Road. It doesn't talk about who would build it UDOT of the developer. They do want interconnectivity; those roads are not meant for main trips but for community travel to schools and churches etc.

Nathan Shipp addressed some of the questions. Why the Planning Community zone is being requested. They are being asked to restrict 25 % of their ground right off (for MVC). They don't have much flexibility as far as that is concerned. They don't know how they are going to build out exactly. He had a map which compared the densities of Harvest Hills with Wildflower. They felt this was their only alternative to ebb and flow with the market and give them what they need to build what they said they would. Staff has added in the recommendations that they are comfortable with. They will obligate themselves to match what is recommended tonight. They have taken 144 acres and only changed that to 20 acres of change to higher density. If they were to take the MVC out and be able to use it, what is on the East of it would not change. They have only proposed a change to 14% of the property the rest stays the same. As for grading there are some pretty hefty graded areas they need to move around. They have requested to move that so that it is developable. They are committed to keep that traffic out of Harvest Hills. They think they will have plenty of access around that area. As for the schools, they get that it will have an impact and they have worked with other districts and charter organizations to help build schools in the area. They are committed to do the same thing in this community. Plans for areas for parks, churches and schools will come with the various village plans.

Kevin Thurman looked up the code, we can't state as conditions that we would approve based on their getting approval from school districts but we can require that they have identified sites for future schools.

Jarred Henline asked what his timeline was.

Nathan Shipp said they hoped to start this spring their build out would be 15-20 years.

Jarred Henline asked on the timeline of the highway, wasn't it 20 years, what he would do if the road wasn't built.

Jeremy Lapin could not comment on that timeline.

Nathan Shipp said it would need to be a big park or something, but their density would already be set. Their preference would be that the road would be built now but that isn't possible. They don't have any options right now. They would hope that they would close with UDOT in the next few years.

Jeremy Lapin noted they would probably not have them hold out on that land if it wasn't closed in a few years. The belief is it would close fairly soon after this approval.

Jeff Cochran noted that MVC was critical in UDOT's planning so his guess is it's coming.

Jarred Henline wouldn't mind postponing this until they get it right; to make sure all the questions get taken care of. He understands their predicament with 25% of their land taken away. He wants to make sure promises would be met.

Nathan Shipp thinks he hasn't promised anything, he is asking that they vote on a specific project plan that has specific commitments that they would be contracted to work with.

Jarred Henline noted points about matching density, he is not against this project, and he thinks that they can work through it. He asked how the prison would fit into this if it were to come into this area.

Kimber Gabryszak noted that in EM close to this area with industrial planned that it made more sense to increase density nearer to similar uses. This project proposes to place quite a few residences close to where the prison is proposed.

Kevin Thurman said we know a decision will be made soon and one criterion would be that it be compatible to surrounding area.

Kimber Gabryszak noted that the Prison is looking at population centers within a certain radius.

Jarred Henline noted it's hard to be confident when we don't have more specific village plans. That is not to say he is against the developer or his plans.

Nathan Shipp said the plan make sure certain things are vested. They are obligated to a certain number of units and a certain number of acres. He can't change the neighborhood pods from the way they are specified in the current plan. These units will be distributed in these areas only. They have been in contact with the district. The district thinks it premature at this point; it will wait until the project is approved. They also contacted the Church and at this point in time they are no longer purchasing new sites but at this time they are finishing projects first and redistributing.

Jarred Henline said it sounds like they may want to move this project along for other reasons.

Jared Henline was excused for the remainder of the meeting.

Sandra Steele added language in conditions about side yard fencing between homes. She asked about him making things more dense.

Nathan Shipp noted that he could not make things more dense, they are limited on the units given tonight.

Jeremy Lapin thinks the language could be changed to say Equivalent Residential Units, not just residential units. So churches and schools don't increase density.

Kimber Gabryszak said we would need a very clear definition of what an ERU is. If it's determined that a church or school would impact density than they could limit it.

Sandra Steele is concerned that there have been no minimum frontages given. Establishing minimum frontages may result in a loss of units if you stick to city standards. She would like to see a condition that he established some minimum frontages.

Nathan Shipp asked if they could establish that at the time of village plans.

Kimber Gabryszak and Sandra were fine with that.

Sandra Steele said he needs 24 ft. for maneuvering in side access garages. She wanted the parking to be a condition. She asked if the city had signed off on the parks.

Jeremy Lapin said that it is not in the plan on who takes over the parks; City Council would be discussing that. Also City Council would need to agree on impact fees and credits.

Sandra Steele asked does city reimburse developer for costs of improvements.

Jeremy Lapin if the city is collecting fees they can't collect he fees twice. It depends if the facility is required by the city plans.

Kevin Thurman said with impact fee law you can't add a facility that serves one community, they would need to tweak the language. They would wait until City Council to address.

Sandra Steele noted open space code and that he has defined parkways as open space

Nathan Shipp said they designed it as part of the community but they are not counting it as part of their 30%

Sandra Steele thinks the signs are beautiful but she thinks they are too tall.

Nathan Shipp he wants people to know that when they pass those gates they have entered that community.

Kimber Gabryszak said if they approve the plan tonight are they approving the sign height. If they create a standard in their plan that is different than our code and it is approved than they are not held to our code.

Kevin Thurman noted that they are not approving this tonight they are making a recommendation, it could be made as a condition.

Sandra Steele feels it is too high, when other signs in the city are held to 20ft. She thinks that a builder's sign should be limited to being up for only 90 days after building is done. She noted a mistake in the traffic report. She asked about sensitive lands and disturbance.

Nathan Shipp noted that with MVC and the natural drainage there was no way to access the other area without disturbing a portion of it.

Jeremy Lapin said he would work more with it and there was really no other way or option other than to have some equipment on site to deal with that material. It is only one spot not continuous slopes.

Sandra Steele had more errors she suggested get fixed. She thinks notes need to be placed on the plats to note the high noise and vibrations area in proximity to Camp Williams.

Nathan Shipp said they have met with the Colonel at Camp Williams and they are aware of the impacts and will continue to work with him.

Sandra Steele had some suggested conditions. Minimum lot frontages shall be established prior to approval of village plans, side access garages shall provide 24 ft. for maneuvering. Parkways as defined by the community plan shall not be included in required open space. The way finding signs for different home builders shall be removed within 90 days of the last home of a particular plat being sold. That way finding signs shall not be higher than 20 ft. and shall comply with 19.18.09 development information signs. And plats within ½ mile of camp Williams shall have a noted that states that it is a high noise and vibration area due to training at Camp Williams. Monument signs shall not be higher than 20 ft.

Kimber Gabryszak noted that on residential monuments entry signs there is not maximum height in our code, it shall just match surrounding features.

Hayden Williamson echoed Commissioner Henline's concerns about things that we are being asked to make a decision on that will make a big impact on the community and it's only a draft plan, there are a lot of detail that impacts the community that won't be coming until later. But he understands that they need to be able to start making some plans. He wondered if it would be possible to say we are ok with this but it doesn't take place until approval of village plans

Kimber Gabryszak said they can submit a village plan concurrently with a community plans. A conditional approval is possible so developer has some reliance but it's not finalized signed document. It would be up to Council to make it a conditional rezone.

Nathan Shipp said to do that it would prohibit them from moving forward. They are going to bring plans forward based on market plans at the time they move forward. They will be looking at about 5 village plans coming forward in the course of the project.

Hayden Williamson thinks that they could put forward a condition and move it to ERU's.

Kevin Thurman you are making a decision based on conditions, they are all tied to the rezone, and if they are not complied with than it goes away. It needs to be a legitimate concern furthering the general welfare.

Kirk Wilkins asked what the current right the applicant had, and what Commission had the ability to choose with regard to high density, if it is rejected how it affects the prison proposal.

Kimber Gabryszak said they have the right to develop under the R3 zone. They had the ability to choose about the density and it may impact the prison decision.

Kevin Thurman said one of the factors of the prison decision was if it was compatible with surrounding area. Making a decision about the density impacts the MVC and the city wants it preserved at this point.

Kimber Gabryszak This is the type of decision that staff has been working on to preserve the MVC.

Kirk Wilkins asked if there was another alternative in a way that would maintain the r3 that does not have the high density.

Kevin Thurman said the developers are asking these things to preserve the MVC and they could maybe do a few changes but it's based on market conditions.

Kirk Wilkins is there a way to remove the high density to comply with the wants of the people and still preserve the corridor

Nathan Shipp replied that it gets complicated, they are holding themselves to the 30% open space standard. If they reduced density through consolidating and making some true R3 zones it would reduce open space. They have tried to make up some of the impact that MVC has had on them. He doesn't think that against EM asphalt plant and industrial things to put the larger lots doesn't make sense. He is trying to consolidate the large density in that one spot. He doesn't think to get rid of it will make a better project.

Kirk Wilkins asked about water plans for this project.

Jeremy Lapin replied they are responsible to making sure their needs are met at the time it's recorded. They don't reserve the capacity. This doesn't commit us or them right now.

Kara North noted that had village plans been here it might have eased some concerns. They would look at the village plans close to make sure they were meeting the needs and concerns and thinks many conditions brought up would be better served then. She urged them to continue to work with the School District. She likes the big monument signs but doesn't know if they will get approval from everyone. What she

understood from Kimber Gabryszak was that it could have its own special signage when approved as part of the community plan.

Jeff Cochran did not have a lot of additional questions, most have been answered. He did ask about the density being preserved with the MVC.

Nathan Shipp said he couldn't preserve the corridor without the smaller density. At this time they are not being compensated for the loss of the density, they have worked on it with the city and UDOT and if the density goes away than they cannot say they can preserve the corridor.

Jeff Cochran thanked him for his community plan. He doesn't know if the prison is coming or not and does not think that this has to be approved tonight. The prison can see it's ready and developer wants to move forward. He doesn't know enough about the Monument signs to make that decision. He knows the residents are concerned with higher densities, he thinks some higher density is needed in the city. But he is aware that this doubles the amount of high density in the north area of the city. He acknowledges that it is a legislative decision of City Council. He thinks the high density should be distributed more throughout the city. He thinks it's the developer's job to work with UDOT to get the fair market valued he thinks condition C should be removed. He thinks the MVC is a great opportunity for the development with being able to bring traffic to the neighborhoods. Take advantage of a frontage road. He thinks the road to the north should not take the traffic through Harvest Hills it goes past two churches and a main park and a school and it's not the right fit. He appreciates the work done and the Planned Community. He doesn't think what is presented tonight is consistent to their general plan. He is not opposed to high density but doesn't think this is the right area clustered together.

Sandra Steele noted that there were plans for more high density coming to the south area of the city.

Kara North had a question, were we already over the percentages given in Prop. 6?

Kimber Gabryszak said they hadn't updated it lately so she wasn't aware what the exact status was. If that housing isn't built for 10 years than there is unknown, they only know the situation of things being built to date. It's a difficult discussion because it will be different in a few years.

Kevin Thurman thinks a good approach would be to look at those percentages and see if they are being exceeded in this project. Also keeping in mind there are bigger interests here and is it worth preserving MVC at this time for the tradeoff.

Kara North wanted a quick run of thoughts on monument height.

Sandra Steele wanted to cap it.

Hayden Williamson would be in favor or letting developer do it.

Jeff Cochran was closer to Sandra Steele's thoughts.

Kirk Wilkins wanted to see more conformity with city standards.

Nathan Shipp wanted the opportunity to come back with village plans and more of a plan for the monuments. So they can see more of the details.

Kimber said they could remove that page and put a condition that entry signage standards shall be reviewed as part of the village plan containing the entrance to the development.

Hayden Williamson wanted to add a condition that we limit units to ERU's and not just residential units.

Suggested verbiage: shall be defined as based on ERU's as per city water utility ordinance, and not residential unit's.

Kimber Gabryszak asked that we add those requirements that were added in the presentation: 7. Second access requirements shall be met and addressed through phasing so that no more than 50 lots may be constructed on any road until a second access is provided. 8. Where side setbacks of five feet or less are utilized no side yard fencing between homes shall be permitted.

Kevin Thurman reminded Commissioners that City Council would need to weigh if it was worth the change in zoning for the benefits it may bring.

Motion by Kara North Based upon the information and discussion tonight I move to forward a positive recommendation to the City Council for the amendment to the Riverbend MDA, increasing the maximum density from 58 units to 62 units, with the following findings and conditions contained in the staff report. Seconded by Sandra Steele. Aye: Sandra Steele, Hayden Williamson, , Kirk Wilkins, Kara North. Nay: Jeffrey Cochran. Motion passed 4 - 1.

Motion by Kara North to forward a positive recommendation to City Council for the Wildflower Community Plan with the findings and conditions contained within the report as well as the following conditions: that the minimum lot frontages shall be established prior to approval of the village plan; that no side yard fencing between homes with 5' setbacks or less shall be allowed; side access garages shall provide 24' for maneuvering; parkways as defined by the community plan shall not be included in required open space; the way findings signs for different home builders shall be removed within 90 days of the last home in that particular plat being sold; the way finding signs shall be no higher than 20 feet and shall comply with 19.18.09 including off premise directional sign and on premise directional signs; also plats within ½ mile of Camp Williams shall have recorded on their plats information alerting to the purchaser that this area has high noise and high vibrations due to periodic training at Camp Williams; and that density shall be defined based on ERU's as per the City Water and Utility ordinance, not residential units; and that entry and monuments signage standards shall be reviewed as part of the village plans with respect to the entrance of that development; 7. Second access requirements shall be met and addressed through phasing so that no more than 50 lots may be constructed on any road until a second access is provided. (8. Where side setbacks of five feet or less are utilized no side yard fencing between homes shall be permitted.) With the request that applicant and city staff work to provide densities percentages according to the Community plan to the City Council. Seconded by Sandra Steele.

Kimber Gabryszak noted a condition missed - **Off street guest parking shall be provided for the multifamily products and any products with less than 20' driveway at the rate of .25 spaces per unit.**

Kara North accepted that condition.

Aye: Sandra Steele, Hayden Williamson, Kirk Wilkins, Kara North. Nay: Jeffrey Cochran . Motion passed 4-1.

7. Approval of Reports of Action.

Kimber Gabryszak had a Report for Riverbend, she reviewed with Planning Commission.

Motion by Hayden Williamson to approve the Report of Action for Riverbend Townhomes. Seconded by Kirk Wilkins. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.

Motion by Hayden Williamson to approve the Report of Action for Wildflower. Second by Sadra Steele. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.

8. Approval of Minutes:

1. October 23, 2014.

Motion by Kara North to approve the Minutes of October 23rd, 2014 with the changes sent to the Recorder by Sandra Steele to be made. Seconded by Sandra Steele. Aye: Sandra Steele, Hayden Williamson, Jeffrey Cochran, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.

9. Commission Comments. – None at this time.

10. Director's Report.

Kimber Gabryszak - had a quick update of items upcoming for meetings. Eric Reese has resigned from Planning Commission as he is moving.

Meeting adjourned without objection by Jeff Cochran

Adjourn 11:03 p.m.

December 11, 2014
Date of Approval

Lori Yates
Lori Yates, City Recorder



Exhibit D

City Council Written Minutes with Adopted Findings and Conditions

**City of Saratoga Springs
City Council Meeting
February 24, 2015**

Regular Session held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

Policy Session Minutes

Present:

Mayor: Jim Miller

Council Members: Shellie Baertsch, Rebecca Call, Stephen Willden, Bud Poduska

Staff: Mark Christensen, Kimber Gabryszak, Kevin Thurman, Spencer Kyle, Nicolette Fike, Jeremy Lapin

Others: Nate Shipp, Mindi Tate, Chris Porter, Jennifer Klingonsmith, Rob & Stefani Bailey, Troy Herold,
Milt Shipp**Call to Order 6:00 p.m.****Roll Call** - Quorum was present**Invocation / Reverence** - Given by Councilwoman Baertsch**Pledge of Allegiance** - led by Councilman Willden**Public Input – Opened** by Mayor Miller

No input at this time.

Public Input - Closed by Mayor Miller

1. Continued discussion and possible approval of the Rezone, General Plan Amendment, Master Development Agreement and Community Plan for the Wildflower development located 1 mile west of Redwood Road, west of Harvest Hills, DAI/Nathan Shipp, applicant.

Kimber Gabryszak gave a review of the changes since the last meeting. The dedication of open space will not be called out ahead of time in the Community Plan or MDA but when they come in for plats it could be considered. There is no guarantee of impact fee credits mentioned, one reference to it. There is a conceptual open space base level; they will need to comply with the development code.

Jeremy Lapin commented that he thinks it should be changed so it doesn't limit us for reimbursement options, it should not specify how we are participating but make it broader.

Kevin Thurman agreed, it won't always be adding something for system improvement; it could have impact fee credits for other things as well.

Councilwoman Baertsch said the upper example (open space base level) was not what they would normally accept for the city.

Kevin Thurman thought you could add additional language to reference the codes, 19.26.

Kimber Gabryszak noted that there is a clear statement that it is conceptual. She continued with the updates and changes. The developer is not improving the UDOT detention basin at the request of the city. There were notes concerning limitation of temporary development signage, water tank name change and they removed primarily from references to single family and strike out recreational needs on page 12.

Councilwoman Baertsch noted many of her comments have been addressed in the changes. She asked if they wanted to include the pit/mine in their notifications.

Nate Shipp commented that they would much rather have adequate noting than not. He will reference existing mining and blasting operations.

Councilwoman Baertsch would like more clarification on pg. 46 about which evergreens they would be willing to accept, and note that shade trees can be used in other areas. They may need an evergreen table.

Kimber Gabryszak suggested they could address that at the Village Plan level.

Nate Shipp said they can add it.

Councilwoman Call was concerned with not having a table added now.

52 Kevin Thurman said they could just refer back to the code so that it is not too specific in the Community
53 Plan.

54 Councilwoman Baertsch suggested leaving “shade trees shall be used in public right of ways” and removing
55 pg 47 and 48 from the Community Plan so they could be addressed in the Village Plans.

56 Nate Shipp noted a tank that was misnumbered. The tank closest to Redwood road should be tank 5.

57 Councilwoman Baertsch had concerns about wording on the open space and making sure we are not tying
58 ourselves prematurely into some of those amenities.

59 Councilwoman Call asked how they would deal with the acreage being deeded to UDOT if it wasn't the
60 exact acreages called out.

61 Kevin Thurman said if it's only a few acres that would be covered, as things were conceptual in nature, but if
62 it was a large change that is where they would want to amend the Community Plan.

63 Councilwoman Call was concerned with Planned Community Zone and she didn't want to confuse the
64 definition, it may be too specific. On the open space plan, she wants to make sure that we are not just
65 saying our open space is only a network of trails. It needs to add that it is not limited to trails, and
66 includes parks, open space and a trail network. She asked if they wanted to call out Camp Williams
67 specifically in the dark sky initiative.

68 Kimber Gabryszak thought it was covered in 19.11

69 Councilwoman Call they don't establish all the parameters for buffering for Camp Williams and MVC and
70 all the things, it's kind of piece meal, is there a way to bring it all together in the buffering area. She
71 thinks ERUs could be referenced differently in the table on pg. 14. On pg. 21 she notes it doesn't say
72 when the density transfer may happen, that needs to be included.

73 Kimber Gabryszak said most likely it would be at Village Plan time.

74 Kevin Thurman noted in the Village Plan section of the code it notes it needs to have detailed transfer density
75 of non-residential sq. ft. provisions.

76 Councilwoman Call continued pg. 25 Regional Commercial should reference exhibit 2. On pg. 25 she had
77 concerns with wording about ERUs, change to within the allowable ERUs. pg. 26 she was concerned that
78 accessory structures should all be required to meet the City Code. Remove “not requiring a building
79 permit.” Pg. 29 change higher density use to medium density use. On pg. 30, add on setback met at
80 Village Plan “per Section 19.26.” She would like more parking than .25 spaces for guest parking. Pg. 35
81 we don't need to see the WDRC internal process. Remove the single family home approval process. Pg.
82 37, thanks for the note about housing styles, could we carry that over to each plan, it's just on the
83 Contemporary page now. Pg. 45 Landscape Philosophy, she would like something that talks about parks.

84 Kimber Gabryszak said this page was discussed quite a bit, it was originally confused between landscaping
85 and open space; we would like them to be separate and reference the appropriate sections of code. We
86 don't want them blurred together too much. She suggested removing the last paragraph and rewording
87 the first sentence to read “landscaping and open space” and then reference “19.06 and 19.26
88 respectively.”

89 Councilwoman Call also wanted the last paragraph just be put in the CCR's. On pg. 46 she shared the
90 concern with the shade and ornamental evergreens. On pg. 51 she appreciated removing the note about
91 city accepting trails and that it's conceptual. Pg. 52, if there was a way to encompass all of the buffer
92 concerns, it appears it should. Community plan is required to identify and dictate what buffering will be
93 but it doesn't say that it is going to be. Call out buffering from Camp Williams. Pg. 53 Park Standards
94 put in something that it will “meet recreational needs as per section 19.26.” Pg. 54 also include “meet
95 recreational needs” and also on pg. 55. On pg. 56 if the area is subject to credit for open space, she
96 doesn't want it to be counted now only to have it be widened later into a road. Define as counting as
97 open space only if it's outside the right of way. Pg. 57 it says regional trails need to meet city standards,
98 but all trails need to comply.

99 Kimber Gabryszak noted that some of the trails would not be given to the city but they may meet their needs
100 as an HOA.

101 Councilwoman Call does not want 3ft. trails. They do not meet code

102 Councilwoman Baertsch we need to plan for the future and plan as if we have to take them over someday (if
103 an HOA fails) We need to make sure they meet the needs down the road.

Jeremy Lapin suggested “regional trails identified on the City’s master plan shall meet city standards, all other trails shall meet below standards.”

Kimber Gabryszak put that in the notes and that they would delete the 3’ option and the parentheses options. Councilwoman Call appreciates the note on signage she would also like pg. 59 to include the note that all signage will be part of the Village Plan, or remove the page.

Nate Shipp would like to preserve this conceptual graphic in the plan. This monument is one exception they would really like to have.

Councilwoman Baertsch noted the current sign height allowed is 20 feet for signs and she will stick to that but it could be addressed at Village Plan.

Councilman Poduska doesn’t understand where the objection is, he thought this was an attractive monument, and wondered if there was something that denied this type of monument.

Kimber Gabryszak cited in Section 19.18 under Residential Uses that there shall be permitted one monument sign for each major entrance to the development. It talks about materials and incorporation, then: When reviewing the design of proposed entry features signs, staff shall determine whether the scale of the sign is consistent with the surrounding natural and built features. There is nothing in there about height.

Councilwoman Baertsch said where the location is not nailed down she feels it shouldn’t be included now.

We can leave it as concept and we will address it at Village Plan.

Councilman Willden agrees that it could be addressed at the later time.

Nate Shipp would like to have language included that allows them to go forward with the design they would like, that will prevent them from doing an ordinance change later. They did do language that prohibits billboards, this is conceptual now. This is just specific to the monument sign.

Councilman Willden suggested that City Council may consider it later.

Councilwoman Call likes the way the ordinance currently reads about it being contextual.

Nate Shipp asked could we just tie it to the code as it currently stands.

Councilwoman Call doesn’t want to get backed into a corner because it’s in the Community Plan.

Kimber Gabryszak noted they could reference the current code “When reviewing the design of proposed entry features signs, staff shall determine whether the scale of the sign is consistent with the surrounding natural and built features.” There is nothing in there about height.

Mark Christensen thought they might want to look at the sign in a different way, where there are actual words on the monument that would meet our sign code and the rest is an artistic element.

Councilwoman Call what would stop a developer from changing the top to a sign later.

Mark Christensen thought it could be considered as an architectural feature, not a sign.

Councilwoman Call asked if the applicant be willing to be locked into this design.

Nate Shipp replied it is engineered and ready to go and he would be willing to be locked into this design.

They think it’s a beautiful aspect to the community.

Councilwoman Call would he be willing to put conditions in that include things like “including grading shall not be above a certain height.”

Nate Shipp asked if it could be relabeled to change the name to an entrance feature instead of sign.

Councilwoman Baertsch still has a hard time not knowing where it would be placed.

Kevin Thurman indicated we could make a condition that it’s not within so many feet of residences or obstruct views of existing or future residences.

Councilwoman Baertsch is concerned it would be high up and a beacon that would be seen too far away.

Nate Shipp commented that while it is a sign to let people know where they are it is mainly to set a tone for the neighborhood.

Councilman Willden stated the developer’s property is very close to existing homes. If we locked in the design and height, a tower could’ve placed 100 ft from existing homes. Councilman Willden would not support approval of a large entry monument without verifying the location so existing homes are not looking at a large lighted monument from their back windows.

Councilman Poduska asked if they had an idea where they would like to place it.

Nate Shipp noted they would like to put it at the entrance off of MVC to the north and just as you come in on the South past the commercial area.

Kimber Gabryszak noted on the map the areas they were looking at.

Kevin Thurman suggested they could add a note that the location of the following sign shall be determined at Village Plan stage and shall be based on the following factors: distance to future and existing residential homes, signs shall be located no closer than 100 ft. to existing and future homes, signs shall not unreasonably restrict use of existing and future residential homes. Signs shall comply with chapter 19.11 of city code.

Council and staff discussed the merits of adding the condition. They felt since they didn't know the exact location that it would be better to leave it as it is and address concerns at Village Plan.

Councilwoman Call noted on pg. 61 to add buffer and fencing treatments for the MVC.

Councilwoman Baertsch asked about them fencing the full perimeter, do they not want one consistent product throughout the neighborhood; it seemed there were different fences options.

Nate Shipp is anticipating building different fences for different components but it should all have a consistent feel. Along a collector road may be difference than along a trail. We could remove perimeter of the property reference and say fencing shall be a consistent feel.

Kevin Thurman thought it would be fine the way it was as it was a concept.

Councilman Poduska had his concerns resolved earlier today after reviewing changes and meeting briefly with Kimber Gabryszak.

Councilman Willden noted that the council is very sensitive when any development comes in that has a potential of significantly impacting existing residents. The Planned Community Zone is very challenging and requires special attention and detail because we are creating new code as part of the rezone. He appreciates the thoroughly and detailed review from staff and the attention to detail from the other council members to ensure we have a good product that protects future and current residents.

Kevin Thurman noted the change to the MDA about billboards will run with the land and be binding on UDOT as well. Also under the mining area the language is less restrictive; it will allow them to grade and process and sell products off site.

Councilwoman Baertsch asked the developer to define the grading that will need to happen.

Nate Shipp said there are some steep areas they will probably need to be left alone. Most of it will be smoothed out. The majority of what they will be cutting will be on the west side. Long term it will help fix drainage issues and alleviate flooding concerns.

Councilwoman Call noted a few corrections that needed to be made on the MDA. She wanted to include "dedicate in some cases with approval from city council" in 10.a. She also wanted in b. to add "subsequent approved Village Plans." In 11. private trails, she wondered if they would be keeping private trails that public was not allowed on.

Nate Shipp replied that if the HOA was maintaining the trails then they should be private, if the public was using them then the public should upkeep it.

Councilwoman Call noted there were trails in the city that were HOA maintained but the public did use them.

Kevin Thurman noted this was the same language that was used in the Legacy Farms MDA. HOA's may not be stopping people from using their trails, but it is a pet-peeve of theirs. Are we going too far, we are requiring them to install and maintain in perpetuity, yet grant public access, it could be interpreted as an illegal action.

Councilwoman Call thought maybe they could get Open Space credit or something; she doesn't want people being kicked off the trails like kids walking home from school. Where there is this much acreage and developments on both sides she doesn't want to prohibit transportation through that except on trails deeded to the city.

Kevin Thurman said we would have to see our code for parks and trails and see if that is prohibitive. If it's on our master plan, than that is going to be a public trail.

Councilwoman Call on page 14 there is no east west connection on public trails if she is reading that correctly. If we could entertain a public right-of-way easement or public accessibility at Village Plan than she is ok.

Nate Shipp said that is how they anticipated it.

Jeremy Lapin indicated that on the extension of Providence they only had a sidewalk on one side. He wanted to make sure they were ok with that. There is a rule that there should be a walk on both sides.

Kimber Gabryszak noted that they didn't finalize the change to the language for open space on 51.

Jeremy Lapin replied to say "subject to city for participation" and delete inclusion of parks and trails.

Councilwoman Baertsch said she would like to see two sidewalks.

Nate Shipp thinks it would give some continuity between Harvest Hills and Wildflower to keep the one.

Councilman Willden states that the one side walk is an annoyance to residents; therefore, he would support two sidewalks.

Nate Shipp clarified it would be a 5' sidewalk within the 9' park strip.

Jeremy Lapin said it would be helpful to have a title other than just a right-of-way.

Kimber Gabryszak reviewed the Report of Action with the Council members. She reviewed changes made by council and staff and made changes as needed. The Condition changes to the Community Plan were:

2. The Community Plan shall be edited as follows:
 - a. Page 9 – add “parks and open space” before trails
 - b. Page 10 – add disclosures for mining blasting.
 - c. Page 12 – “appropriate...as appropriate”, remove one “appropriate”
 - d. Page 14 – reformat table to put ERUs at the top, and just numbers in the table without repetitive ERUs
 - e. Page 21 – state that density transfers will be settled at time of Village Plan approval
 - f. Page 22 – after “Master Plan” under Commercial add “see Exhibit 2”
 - g. Page 25 – “as long as number of ERUs”, change to “within the allowable ERUs”
 - h. Page 26 – remove “not requiring a building permit” from footnote
 - i. Page 29 – change “higher density” to “medium density”
 - j. Page 30 – when stating that setbacks for townhomes are approved at Village plan, add “per Section 19.26”
 - k. Pages 34-35 – remove the Single-Family WDRC process specifics, keep the first two paragraphs
 - l. Housing style pages – add “final housing styles to be determined by WDRC and approved at each Village Plan” to top of each page
 - m. Page 45 – remove last paragraph and reword first sentence to read “landscaping and open space” and then reference “19.06 and 19.26 respectively”
 - n. Page 46 – remove second sentence completely from second bullet point
 - o. Pages 47 and 48 – remove entire pages
 - p. Page 51 – change 19.09 to 19.26, and clarify open space statement to read “subject to City participation” instead of inclusion in the Impact Facilities Plan. Also delete last sentence in the statement.
 - q. Page 52 – call out buffering from Camp Williams and mining operations.
 - r. Page 53 – add “meet the recreational needs of residents” somewhere
 - s. Page 54 – pocket park section, add “meet the recreational needs”
 - t. Page 55 – neighborhood park section, add “meet the recreational needs”
 - u. Page 56 – define parkway as only counting as open space if outside of the full pavement build out width
 - v. Page 57 – clarify note to read “trails identified on the City’s master plan shall comply with City standards, and all other trails shall comply with the standards below”, and remove the 3’ width option from the private trails as well as the items in parentheses.
 - w. Page 61 – add fencing and buffering standards for MVC
 - x. Page 73 – re-label eastern tank 4 to tank 5
 - y. Open space in the Mountain View Housing shall be defined at time of Village Plan to ensure that such open space is useable.
 - z. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any existing road until a second access is provided per Section 19.12.
3. A request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and approved, prior to Village Plan approval(s).
4. No Village Plan approval shall be granted until the MVC property is transferred to UDOT, and verification received from UDOT.
5. Staff may edit the Community Plan for typos based on the changes required by these conditions.

Motion made by Councilwoman Call that based on the information and discussion tonight I move to approve the General Plan Amendment and Rezone of the Wildflower property from Low Density Residential and R-3 to Planned Community, as identified in Exhibit 1, of the staff report dated February 17, 2015 with the Findings and Conditions in the staff report as listed on the screen. Seconded by Councilman Poduska. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Motion made by Councilwoman Call to approve the Wildflower MDA with the Findings and Conditions as specified on the screen. Seconded by Councilwoman Baertsch. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Motion made by Councilwoman Call to approve the Wildflower Community Plan with the Findings and Conditions on the screen including all the changes made tonight and by staff prior to the meeting. Seconded by Councilman Willden. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Motion by Councilman Willden to approve the report of action as presented. Seconded by Councilwoman Baertsch. Aye: Councilman Willden, Councilwoman Baertsch, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

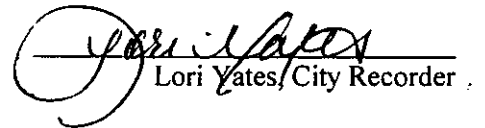
- 2. Motion to enter into closed session.
This item was not addressed tonight.

Policy Meeting Adjourn 8:15 p.m.

March 3, 2015
Date of Approval


Mayor Jim Miller




Lori Yates, City Recorder

**Exhibit E
Report of Action (with Staff Report)**

Saratoga Springs City
City Council

Report of Action

TYPE OF ITEM	
Concept Discussion	_____
Preliminary Plat	_____
For Discussion Only	_____
Site Plan	_____
Rezone	<u> X </u>
Ordinance	_____
General Plan	<u> X </u>
Code Amendment	_____
Plat Amendment	_____
Road Vacation	_____
Conditional Use	_____
Development Agmt.	<u> X </u>
Minor Subdivision	_____
Other (Community Plan)	<u> X </u>

Meeting Date: February 24, 2015

ITEM #1. Wildflower – Rezone, General Plan Amendment
Community Plan, MDA

ACTION OF CITY COUNCIL

The following action was taken by the City Council on the above-described items:

Approval with Conditions

STAFF PRESENTATION

The Staff report dated February 17, 2015 to the City Council provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Key points addressed in the Staff's presentation to the City Council included the following:

- See Staff Report dated February 17, 2015.
- Added modifications to the Community Plan since February 17, 2015.
- Discussed billboard prohibition in MDA.

APPLICANT PRESENTATION

Key points addressed in the applicant's presentation to the City Council included the following:

- Reviewed changes to the plan, and answered questions from the City Council.

CONCERNS RAISED BY PUBLIC

Any comments received prior to completion of the Staff report dated February 17, 2015 are addressed in the Staff Report to the City Council. Key issues raised in verbal comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Public comment was provided at the December 2, 2015 public hearing and is contained in the minutes for that meeting.

CITY COUNCIL DISCUSSION

Key points discussed by the City Council included the following:

- Baertsch

- Appreciate changes in response to previous input, and inclusion of evergreens, but asked for table and requested that shade trees may be used in other areas.
- Requested additional changes to pages 27, 10, 46, 73, and removal of 47-48
- Call –
 - Asked questions about numerous pages.
 - Also requested changes to pages 9, 12, 14, 21, 22, 25, 26, 29, 30, 34-35, all housing style pages, 45, 52, 53, 54, 55, 56, 57, 59, 61
- Poduska
 - Concerns have been addressed
- Willden
 - Addressed all the staff comments
 - Addressed all of the Council comments
 - Thanked Councilmembers Baertsch and Call for thorough review

MOTIONS

General Plan and Rezone:

Councilmember Call made the following motion: “Based upon the information and discussion tonight, I move to **approve** the General Plan Amendment and Rezone of the Wildflower property from Low Density Residential and R-3 to Planned Community, as identified in Exhibit 1 of the staff report dated February 17, 2015, with the Findings and Conditions in the staff report and outlined below:”

Findings

1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report dated February 17, 2015, which section is hereby incorporated by reference.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report dated February 17, 2015, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
3. Any other conditions added by the Council. _____
4. _____

Councilmember Poduska seconded the motion.

VOTE (4 TO 0)

Stephen Willden	AYE
Shellie Baertsch	AYE
Michael McOmber	ABSENT
Rebecca Call	AYE
Bud Poduska	AYE
Mayor Jim Miller	Non-voting

MDA

Councilmember Call made the following motion: "I also move to **approve** the Wildflower MDA with the Findings and Conditions below:"

Findings:

1. The MDA is consistent with the proposed Community Plan.
2. The MDA is consistent with the agreement contained in Exhibit 5 of the Staff Report dated February 17, 2015.
3. The MDA is consistent with the General Plan as articulated in Section F of the Staff report dated February 17, 2015, which Section is incorporated herein by reference.

Conditions:

1. The MDA shall not be recorded until accompanied by an approved Community Plan. The Community Plan shall in all respects be consistent with the MDA.
 2. Any other conditions or modifications added by the City Council:
-

Councilmember Baertsch seconded the motion.

VOTE (4 TO 0)

Stephen Willden	AYE
Shellie Baertsch	AYE
Michael McOmber	ABSENT
Rebecca Call	AYE
Bud Poduska	AYE
Mayor Jim Miller	Non-voting

Community Plan

Councilmember Call made the following motion: "I also move to **approve** the Wildflower Community Plan with the Findings and Conditions below:"

Findings

1. If the General Plan is amended to PC, the application is consistent with the General Plan, as articulated in Section G of the staff report dated February 17, 2015, which section is incorporated by reference herein. Specifically,
 - a. the preservation of the land for the future Mountain View Corridor is of public benefit and justifies the allowance of higher densities on ~61 acres through the transfer of density from the said corridor, and
 - b. the majority of the property consisting of single-family residential development is consistent with the intent of Proposition 6.
2. The Community Plan is consistent with the agreement in Exhibit 5 of the Staff Report.
3. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section H of the staff report, which section is incorporated by reference herein. Particularly:

- a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
- b. The 1468 residential units is consistent with the lowest density category contemplated in the General plan;
- c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
- d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
- e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
- f. The application is consistent with the guiding standards listed in Section 19.26.06; with the exception of a requested exemption from standard 5.
- g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

1. All requirements of the City Engineer shall be met, including but not limited to the conditions in the report attached as Exhibit 2 of the staff report dated February 17, 2015.
2. The Community Plan shall be edited as follows:
 - a. Page 9 – add “parks and open space” before trails
 - b. Page 10 – add disclosures for mining blasting.
 - c. Page 12 – “appropriate...as appropriate”, remove one “appropriate”
 - d. Page 14 – reformat table to put ERUs at the top, and just numbers in the table without repetitive ERUs
 - e. Page 21 – state that density transfers will be settled at time of Village Plan approval
 - f. Page 22 – after “Master Plan” under Commercial add “see Exhibit 2”
 - g. Page 25 – “as long as number of ERUs”, change to “within the allowable ERUs”
 - h. Page 26 – remove “not requiring a building permit” from footnote
 - i. Page 29 – change “higher density” to “medium density”
 - j. Page 30 – when stating that setbacks for townhomes are approved at Village plan, add “per Section 19.26”
 - k. Pages 34-35 – remove the Single-Family WDRC process specifics, keep the first two paragraphs
 - l. Housing style pages – add “final housing styles to be determined by WDRC and approved at each Village Plan” to top of each page
 - m. Page 45 – remove last paragraph and reword first sentence to read “landscaping and open space” and then reference “19.06 and 19.26 respectively”
 - n. Page 46 – remove second sentence completely from second bullet point
 - o. Pages 47 and 48 – remove entire pages
 - p. Page 51 – change 19.09 to 19.26, and clarify open space statement to read “subject to City participation” instead of inclusion in the Impact Facilities Plan. Also delete last sentence in the statement.
 - q. Page 52 – call out buffering from Camp Williams.
 - r. Page 53 – add “meet the recreational needs of residents” somewhere

- s. Page 54 – pocket park section, add “meet the recreational needs”
 - t. Page 55 – neighborhood park section, add “meet the recreational needs”
 - u. Page 56 – define parkway as only counting as open space if outside of the full pavement buildout width
 - v. Page 57 – clarify note to read “trails identified on the City’s master plan shall comply with City standards, and all other trails shall comply with the standards below”, and remove the 3’ width option from the private trails as well as the items in parentheses.
 - w. Page 61 – add fencing and buffering standards for MVC
 - x. Page 73 – relabel eastern tank 4 to tank 5
 - y. Open space in the Mountain View Housing shall be defined at time of Village Plan to ensure that such open space is useable.
 - z. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any existing road until a second access is provided per Section 19.12.
3. A request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and approved, prior to Village Plan approval(s).
 4. No Village Plan approval shall be granted until the MVC property is transferred to UDOT, and verification received from UDOT.
 5. Staff may edit the Community Plan for typos based on the changes required by these conditions.

Councilmember Willden seconded the motion.

VOTE (4 TO 0)

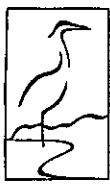
Stephen Willden	AYE
Shellie Baertsch	AYE
Michael McOmber	ABSENT
Rebecca Call	AYE
Bud Poduska	AYE
Mayor Jim Miller	Non-voting



 Jim Miller, Saratoga Springs City Mayor

Exhibit 1: Staff Report Dated February 17, 2015

Exhibit 2: Community Plan Dated February 24, 2015 at 5:20pm – referenced in page numbers in conditions



City Council Staff Report

Wildflower

Rezone, General Plan Amendment, MDA, and Community Plan

Tuesday, February 17, 2015

Continued Discussion

For the convenience of the Council and Public, background information remains in this report for reference while information that has changed since December 2, 2014 is highlighted in yellow.

Report Date: Tuesday, February 10, 2015

Applicant: Nathan Shipp, DAI Utah

Owner: Sunrise 3, LLC; Collin's Brothers Land Development; Collin's Brother's Oil; Easy Peasy, LLC; Tanuki Investments, LLC; WFR 3, LLC

Location: 1 mile west of Redwood Road; West and North of Harvest Hills

Major Street Access: State Road 73, future: Redwood Road and Mountain View Corridor

Parcel Number(s) & Size: *(Note: parcel numbers are shifting as ownership is transferred and as a result acreages are approximate. The Alta survey of the entire project reflects just under 800 acres, and parcel numbers will be verified throughout the process and at recordation.)*

58:021:0143 – 157.14	58:021:0152 – 187.47
58:021:0151 – 153.9	58:022:0123 – 80.97
58:033:0184 – 1.56	58:033:0308 – 46.5
58:033:0346 – 88.05	58:033:0183 – 11.09
58:033:0327 – 11.3	58:033:0317 – 20.03
58:033:0187 – 18.39	58:033:0193 – 7.9
58:033:0192 – 1.45	58:033:0194 – 0.04

Total: approx. 800 acres

Parcel Zoning: R-3 and RC

Adjacent Zoning: RC, A, R-3, R-18

Current Use of Parcel: Vacant

Adjacent Uses: Residential

Previous Meetings: Gilead Rezone/Master Plan application submitted 2011; not finalized.
PC Hearing November 13, 2014
CC Hearing December 2, 2014 (decision tabled)
CC Work Session December 16, 2014
CC Work Session January 20, 2015
CC Continued Discussion February 3, 2015

Previous Approvals: None

Land Use Authority: Council

Type of Action: Legislative and Administrative

Future Routing: Village Plans to Planning Commission and City Council

Author: Kimber Gabryszak, AICP

A. Executive Summary:

The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property to Planned Community (PC), and also a Community Plan (CP) and Master Development Agreement (MDA) to master plan the approximately 795 acre property for residential and commercial uses.

The CP lays out general densities and configurations, however future approvals must be obtained prior to construction, including Village Plans and subdivision plats. These future approvals will involve additional Planning Commission public hearings and City Council meetings, and will give the neighbors additional opportunities to see more specific plans prior to finalization.

Recommendation:

Staff recommends that the City Council discuss the Rezone, General Plan Amendment, Community Plan, and MDA, and choose from the options in Section I of this report. Staff's recommendation is conditional approval of the General Plan Amendment, Rezone, and MDA, with the decision on the Community Plan continued to a future meeting pending significant revision. The Council can also choose from alternatives including approval of all or some of the applications and with or without modifications, or continuance or some or all of the applications, or denial of all or some of the applications.

- B. Background:** The property is currently zoned R-3, with a maximum density of three units per acre. In 2011, Master Development Plan applications were submitted for a variety of housing and commercial development on the property including 1892 residential units with commercial development on the southern portion of the property. These applications did not obtain final approval, however remained open and active.

The current applicant began meeting with Staff in the fall of 2013, and various plans and options were discussed. An official revised application was submitted in May of 2014; the applicants have been working internally to finalize proposals for a rezone to the Planned Community Zone, and the related draft Community Plan.

The Planning Commission held a public hearing on November 13, 2014 and forwarded a positive recommendation with a 4:1 vote to the Council for the General Plan Amendment and Rezone to Planned Community, and the Community Plan. The Report of Action containing a summary of their discussion and recommendations is attached. The Planning Commission also held a public hearing on the MDA on February 12, 2015; their Report of Action will be provided to the City Council prior to the February 17, 2015 meeting.

The City Council held a public hearing on December 2, 2014 and voted to table the application pending additional information concerning the acquisition of property by UDOT for the future Mountain View Corridor (MVC), as well as other changes to the CP. The Council also held a work session on December 16, 2014 where they gave additional feedback on information and changes needed to render a decision, and a work session on January 20, 2015 to discuss UDOT and DAI appraisals and potential densities.

Based on the appraisals and impact to the MVC, the Council held a policy session on January 27, 2015 at which time a maximum density of 1468 units was approved, instead of the 1765 requested by the applicant. 1468 was calculated at 2.5 units per acre, which density is typically obtained in the R-3 zone, instead of the full 3 units per acre requested by the applicant. The resulting agreement is attached.

The applicant agreed to the density limits set by the Council. Of the 1468 units, a maximum of 442 units of multi-family housing was approved, limited to approximately 53 acres on the west side of the future MVC. Additional details are included in the proposed CP.

The City Council discussed the applications on February 3, 2015 in work session; the applicants have made several revisions based on Council input and they will outline the changes to the Council at the meeting.

The most recent CP draft was submitted to Staff on February 10, 2015. Staff conducted an initial review on February 11, 2015, and has provided comments to the applicants. Multiple revisions are still necessary to

finalize the CP, including significant changes to open space and roadway improvements along with other content changes throughout the document.

C. Specific Request:

The application covers approximately 800 acres and proposes residential and commercial development as shown in Exhibit 4:

- Residential: 1468 equivalent residential units on ~595 acres
 - ~144 acres for future Mountain View Corridor
 - ~265 acres for single-family housing
 - ~61 acres for multi family housing
 - Maximum of 442 units, or average of ~8.3 units per acre
 - ~7 acres of sensitive lands
- Open space:
 - ~132 acres
- Commercial:
 - ~200 acres to be developed in the future per Regional Commercial zone standards

D. Process:

General Plan Amendment and Rezone

Section 19.17.03 of the City Code outlines the requirements for a rezone and General Plan amendment; first is a formal review of the request by the Planning Commission in a public hearing, with a recommendation forwarded to the City Council. The Planning Commission has held a public hearing, and forwarded a recommendation; the City Council has held a public hearing to formally approve or deny the rezone and General Plan amendment requests. The decision was continued to a future date pending changes to the proposal.

Community Plan

Section 19.26 of the Code describes development in the PC zone:

1. For a large-scale planned community district, an overall governing document is first approved, known as the District Area Plan (Section 19.26.13).
 - *The property does not exceed 2000 acres, therefore no DAP is required.*
2. A Community Plan is then proposed and approved (Sections 19.26.03-19.26.08). The Community Plan lays out the more specific guidelines for a sub-district within the DAP.
 - *The applicant has proposed a Community Plan for the entire property, which plan contains proposed guidelines for the property.*
3. Following and / or concurrently with the Community Plan, a Village Plan is proposed and approved (Sections 19.26.09 – 19.26.10). The Village Plan is the final stage in the Planned Community process before final plats, addressing such details specific to the sub-phase as open space, road networks, and lots for a sub-phase of the Community Plan.
 - *The applicants are not yet proposing their first Village Plan(s); such plan(s) will come at a later date and be reviewed according to 19.26 of the Code and also according to the standards in any approved Community Plan.*

The approval process for the Community Plan includes:

1. A public hearing and recommendation by the Planning Commission (*held November 13, 2014, with a positive recommendation forwarded*)

2. A public hearing and final decision by the City Council (19.26 states that the process is per Section 19.17, which addresses Code amendments / rezones and requires hearings with the Council.) (*Held December 2, 2014, hearing closed and decision continued.*)

The Community Plan and MDA will vest the property in terms of density and general configuration and overarching themes and standards, however future approvals of Village Plans and subdivision plats will be required prior to beginning construction. Both of these approvals require Planning Commission and City Council review, and will provide the public additional opportunities to review the plans and provide input as specific subdivision layouts and phasing plans are proposed and finalized.

- E. Community Review:** This item is a continued decision from a previously noticed public hearing. That hearing, held on December 2, 2014, was noticed in the *Daily Herald*; and mailed notice sent to all property owners within 300 feet. As of the date of this report, public input was received at the November 13, 2014 Planning Commission meeting and December 2, 2014 Council meeting.

The applicants also conducted a neighborhood meeting on November 5, 2014, with notices sent to all residents within 500 feet (Harvest Hills) and notice provided to the HOA. The meeting was attended by approximately 60-80 people, with feedback including:

- Generally positive support for the proposed plan to place single family homes adjacent to the existing neighborhood, and keep higher density farther away
- A few expressions of opposition to the project
- Concern over the potential for density to be shifted from the multi-family area to locations closer to existing residences
- Concern over the potential for lot sizes adjacent to existing residences to be incompatible (too small)
- General questions about the layout, future plans, Mountain View Corridor design and timing, and assurances that the higher density units will not occur adjacent to existing homes.

An additional public hearing was held on the MDA before the Planning Commission on February 12, 2015. A report of action will be provided to the Council following this meeting.

- F. Review:**

History

An application for a Master Planned Development was submitted in 2011, requesting approval of 1892 residential units, and commercial development on the southern portion of the property. This application went through review with the City, but was not finalized nor approved. While inactive, the application remained open throughout the succeeding period, until revisions were proposed in the early fall of 2013.

Mountain View Corridor

The applicants are working with UDOT to preserve approximately 144 acres within the residential portion of the project (a total of 180 acres when including the right of way through the commercial portion) for the future Mountain View Corridor (MVC). The MVC, as proposed by UDOT, cuts through the center of the Wildflower development, making access and infrastructure for the western portion of the development more difficult. The applicant recognizes the benefit to the community that will come from the MVC, however, and is willing to work with both UDOT and the City to ensure the preservation of this corridor. The City Council and Staff have met with UDOT and the applicant several times to review the corridor preservation, appraisals, evaluations, price, and impacts.

Density

The Planned Community Zone does not identify a specific density, as densities are approved and managed by the governing Community Plan. The applicant originally requested a density based upon the current R-3 zone of the property, which, at 3 units per acre, results in a total of 1765 units.

Due to the loss of residential land to the Mountain View Corridor, the applicants have asked to transfer the residential density from these acres to the rest of the project. The result will be single-family lots on the remainder of the developable property that range in size from 4500 sq. ft. to 12,000 sq.ft., and multi-family housing in the southwest corner of the project. The multi-family housing is not proposed adjacent to any existing development, and in fact would be located on the opposite side of the MVC from existing neighborhoods. The City Council agreed to transfer the density, however based the calculation on 2.5 units per acre across the entire property instead of 3 units per acre. 2.5 units per acre is the density that most projects in the City are able to obtain after accounting for roads, lot sizes, lot widths, open space, and other requirements. This calculation resulted in a reduction of units from 1765 to 1468, and limited most multi-family housing to ~60 acres with a maximum of 442 units. On January 27, 2015, the City Council approved an agreement to this effect, which is attached.

The proposed breakdown of acreages and development types is below:

- Multi-family: limited primarily to ~60 acres
- Single-family: balance of residential area, average ~2.8 units per acre, lots ranging from 4500 sq.ft. to 12,000 sq.ft.
- Overall density including MVC property: ~2.5 units per acre
- Commercial: ~200 acres to remain primarily subject to the City's Regional Commercial zone. No density transfer from the MVC requested, as there is no base density within the RC zone to transfer.

Community Plan (CP) and MDA

The proposed CP includes standards and plans that will be specific to this development. These include lot sizes, lot frontages, modified setbacks, overall density, height limits, design review processes, architectural themes, community-level open space, trail networks, community-level infrastructure such as storm water and sewer plans, fencing, street light details, and so on. More detailed standards will be outlined in the future Village Plans, which will be reviewed for compliance with the CP, and with the Development Code where no standards are contained in the CP.

Several amendments to the CP, as required by the Planning Commission or recommended by Staff, have already been made. Other pending amendments remain, and Staff recommends conditional approval of the MDA and continuance of the CP in order to bring the CP into a final form prior to approval.

G. General Plan:

Land Use Designation

The applicant is requesting approval of a rezone and General Plan Amendment to designate the property as Planned Community. The Planned Community Land Use Designation is described in the General Plan below:

- k. Planned Community.** The Planned Community designation includes large-scale properties within the City which exceed 500 acres in size. This area is characterized by a mixture of land uses and housing types. It is subject to an overall Community Plan that contains a set of regulations and guidelines that apply to a defined geographic area. Required Village Plans contain regulations that apply to blocks of land and provide specific development standards, design guidelines, infrastructure plans and other elements as appropriate. Development in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan.

The property exceeds 500 acres in size, and thus qualifies for consideration under the PC zone and designation. The proposal includes a Community Plan that contains regulations for the development of the property.

Staff analysis: if the rezone and GP amendment are approved, and the proposed CP is modified as directed, the CP and MDA will be consistent with the Planned Community Land Use Designation.

Proposition 6

Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. In this category type (multi-family attached, 2 or more stories) the limit is no more than 7% of all units in the City. Based upon an analysis of the existing approved units in the City, this 7% limit has already been exceeded.

The proposal includes ~61 acres of development intended for multi-family development with an average density of ~8 units per acre, with the remainder primarily single-family. The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the Community Plan, however townhomes and stacked units are expected in order to achieve the proposed densities. Multi-story townhomes and stacked units (aka condos or apartments) would fall into the category of "multi-family attached, 2 or more stories."

The Planning Commission requested a breakdown of the percentages within the project itself. Based on total units, as proposed the development itself would contain approximately 40% multi-family units, and 60% single family. If the breakdown is calculated on acreage instead of units, the development contains approximately 16% multi-family development and 84% single family.

While the limit in the General Plan for these unit types has been exceeded, the Council may consider permitting them, in this case, for several reasons:

- The CP and MDA codify an application was submitted prior to Proposition 6 (in 2011), which application also included multi-family units.
- The General Plan is advisory, and with a finding of good cause, the Council may choose to approve a development that is not fully consistent with the General Plan. Such good cause would be the preservation of land for the future Mountain View Corridor, which road connection will be of great benefit to the City as a whole.
- The majority of the project acreage will be single-family homes, consistent with the intent of the Proposition, and place all higher density development away from existing neighborhoods.

Staff analysis: consistent. The Council has found that the preservation of the MVC is of benefit to the public, and that the majority of the property being single-family development is consistent with the intent of Proposition 6, and has required a significant reduction in the number of multi-family units to minimize

the increase in multi-family housing in the City. Therefore, if the General Plan is amended then the MDA and CP will be generally consistent with the General Plan.

H. Code Criteria:

Rezone and General Plan Amendments

Rezoning and General Plan amendments are legislative decisions; therefore the Council has significant discretion when making a decision on such requests, and the Commission when making a recommendation. Therefore, the Code criteria below are provided as guidelines, and are not binding requirements.

Section 19.17.04 outlines the requirements for both a rezoning and a General Plan amendment, and states:

The Planning Commission and City Council shall consider, but not be bound by, the following criteria when deciding whether to recommend or grant a general plan, ordinance, or zoning map amendment:

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;
Consistent. The application conforms to the Planned Community category identified in the General Plan.
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
Consistent. The proposal provides residential development in a manner that is compatible with adjacent neighborhood development, and transitions into higher densities once away from existing neighborhoods. The proposal will also be required to mitigate all negative impacts and ensure that infrastructure capacities are not impinged by the new development.
3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and
Consistent. The application respects the current zoning of the property with an overall density of 3 units per acre, and through transitioning to higher densities once farther away from existing neighborhoods.
4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.
Consistent. The applicant is keeping an overall density of 3 units per acre, only placing higher densities on a small portion of the property; this density is the result of preserving land for the future MVC, which will be of benefit to the City in the future.

Community Plan

Section 19.26.06 – Guiding Standards of Community Plans

The standards for a Community Plan are below:

1. Development Type and Intensity. The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.
Staff finding: complies. The Community Plan contains general densities and locations, capped at an overall maximum density.
2. Equivalent Residential Unit Transfers.
Staff finding: may comply with modifications. The Community Plan contains a maximum of 1468 units, and a provision for density to be transferred between Village Plans within

the development area. The proposed transfers include limitations to ensure that lot sizes will not be overly affected, and maximum percentages to prevent overuse. Modifications needed include a prohibition of transfers into the Mountain View Neighborhood.

3. Development Standards. Guiding development standards shall be established in the Community Plan.

Staff finding: may comply with modifications. The Community Plan contains standards and regulations to govern the development within future Village Plans and then subdivision plats and site plans. The majority of the project will be subject to the standards in the Development Code, with some items such as density, lot size, signage, setbacks, and architecture governed more specifically in the Community Plan. Modifications are needed to ensure consistency between the MDA and CP, a quality development throughout, and compliance with general standards of the Code and City.

4. Open Space Requirements.

Staff finding: may comply with modifications. The Code requires 30% of the project to be placed in protected open space. The applicant is proposing a plan that meets this requirement, per the proposed Community Plan definitions of allowable open space and in accordance with the limitations in Section 19.26 of the Code. The proposed improvements, however, are contingent upon City participation with impact fees and reimbursements. Modifications are needed to ensure that the plan complies with the base standards of the Code should City participation not occur, and to remove statements that guarantee the City will offer reimbursement.

5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.
 - a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.
 - b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

Staff finding: up for discussion. Much of the plan complies, and in portions the applicants have requested a waiver to this requirement to reflect the provision of property for the MVC, along with trail corridors along the MVC property.

19.26.07 – Contents of Community Plans

The items summarized below are required to be part of a Community Plan:

1. Legal Description. *Provided – needs modification*
2. Use Map. *Provided*
3. Buildout Allocation. *Provided*
4. Open Space Plan. *Provided – needs modification*
5. Guiding Principles. *Provided – needs modification*
5. Utility Capacities. *Provided – needs additional information*
6. Conceptual Plans. Other elements as appropriate - conceptual grading, wildlife mitigation, open space management, hazardous materials remediation, fire protection. *Provided.*
8. Additional Elements.
 - a. responses to existing physical characteristics of the site *Provided*
 - b. findings statement *Provided*
 - c. environmental issues *Basic information provided*
 - d. means to ensure compliance with standards in Community Plan *Provided*

9. Application and Fees. *Provided*

19.26.05 – Adoption and Amendment of Community Plans

The criteria for adoption of a Community Plan are below:

- a. is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
Staff finding: consistent. See Section G of this report.
- b. does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan;
Staff finding: complies. The General Plan does not identify ERUs or square footage, and the overall density proposed carries forward the allowable range under the existing Low Density Residential land use designation. Square footages of commercial development will be guided by the Regional Commercial zone.
- c. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
Staff finding: under review, modifications needed. The proposed standards will guide the development and will permit the proposed densities and maintain quality of design. Additional review is needed and input from the Commission and Council on any additional standards or content is required. Staff comments and corrections are also pending.
- d. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
Staff finding: complies. Adjacent developed residential properties have similar densities to the densities proposed along the eastern edge of the development, and the proposal will transition into higher density away from existing homes.
- e. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
Staff finding: pending and modifications needed. The applicants are working with staff to ensure that adequate infrastructure can be provided, and identifying appropriate mitigation as necessary.
- f. is consistent with the guiding standards listed in Section 19.26.06; and
Staff finding: up for discussion. The application complies with standards 1-4, however the project is requesting a partial exemption from standard 5.
- g. contains the required elements as dictated in Section 19.26.07.
Staff finding: complies. The application contains the minimum required items.

I. Recommendation and Alternatives:

Staff recommends that the City Council discuss the applications and choose from the options below.

Staff further recommends that the Council choose Option 1 for the Rezone and General Plan amendment, Option 1 for the MDA, and Option 2 for the Community Plan.

OPTION 1: CONDITIONAL APPROVALS

“Based upon the information and discussion tonight, I move to conditionally **approve** the General Plan Amendment and Rezone of the Wildflower property from Low Density Residential and R-3 to Planned Community, as identified in Exhibit 1, with the Findings and Conditions in the staff report.”

Findings

1. The General Plan amendment and Rezone will not result in a decrease in public health, safety, and welfare as outlined in Section G of the staff report, which section is hereby incorporated by reference.
2. The rezone is consistent with Section 19.17.04 of the Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

1. All requirements of the City Engineer shall be met.
2. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
3. Any other conditions added by the Council. _____
4. _____

“I also move to conditionally **approve** the Wildflower MDA with the Findings and Conditions below:”

Findings:

1. The MDA is consistent with the proposed Community Plan.
2. The MDA is consistent with the agreement contained in Exhibit 5.
3. The MDA is consistent with the General Plan as articulated in Section F of the Staff report, which Section is incorporated herein by reference.

Conditions:

1. The MDA shall not be approved by the City Council unless the General Plan Amendment and Rezone to the Planned Community Land Use Designation and Zone is approved.
2. The MDA shall be modified as directed by Staff in the attached draft, in Exhibit 9.
3. The MDA shall not be recorded until accompanied by an approved Community Plan. The Community Plan shall in all respects be consistent with the MDA.
4. Any other conditions or modifications added by the City Council:

Staff recommends that the Council continue of the CP due to significant revisions needed. If the Council chooses to conditionally approve the CP, a potential motion and conditions are below:

“I also move to **approve** the Wildflower Community Plan with the Findings and Conditions below:”

Findings

1. If the General Plan is amended to PC, the application is consistent with the General Plan, as articulated in Section G of the staff report, which section is incorporated by reference herein. Specifically,
 - a. the preservation of the land for the future Mountain View Corridor is of public benefit and justifies the allowance of higher densities on ~61 acres through the transfer of density from the said corridor, and
 - b. the majority of the property consisting of single-family residential development is consistent with the intent of Proposition 6.
2. The Community Plan is consistent with the agreement in Exhibit 5.

3. With appropriate modifications, the application complies with Section 19.26.05 of the Development Code as outlined in Section H of the Staff report, which section is incorporated by reference herein. Particularly:
 - a. The application is consistent with the goals, objectives, and policies of the General Plan, through particular emphasis placed upon policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. The 1468 residential units is consistent with the lowest density category contemplated in the General plan;
 - c. The application contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - d. The application is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - e. The application includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - f. The application is consistent with the guiding standards listed in Section 19.26.06; with the exception of a requested exemption from standard 5.
 - g. The application contains the required elements as dictated in Section 19.26.07.

Conditions:

1. All requirements of the City Engineer shall be met, including but not limited to the conditions in the report attached as Exhibit 2.
2. The Community Plan shall be edited as follows:
 - a. Clearly define the open space in the Mountain View Housing to ensure that such open space is useable.
 - b. Add phasing standards to ensure that amenities and open space are improved appropriately with each residential phase.
 - c. Second access requirements shall be met and addressed through phasing, so that no more than 50 lots may be constructed on any existing road until a second access to that road via the MVC frontage road is provided.
 - d. Add statement ensuring that the detention basins will be improved, and have community access and amenities.
 - e. Street names shall be modified to comply with the Code standards for street names.
 - f. The landscaping plant list shall be reviewed to ensure trees with damaging root systems are not included.
 - g. Where side setbacks of five feet or less are utilized, no side yard fencing between homes shall be permitted.
 - h. Side access garages shall provide 24' of maneuvering space.
 - i. Parkways as defined by the CP shall not be included in required open space.
 - j. A requirement shall be added stating that plats within ½ mile of Camp Williams shall have recorded on their plats information alerting buyers that this is a high noise and vibration area due to periodic live fire exercises.
 - k. All required edits as provided by staff on February 11, 2015, and other pending required edits, shall be made.
 1. Entry signage shall be removed and addressed in subsequent Village Plans.
3. Fire standards of the Wildland Urban Interface shall be met.
4. A request to amend the Transportation Plan to reflect the proposed road layout shall be submitted and approved, prior to Village Plan approval(s).
5. No development to the west of the proposed MVC shall be permitted until the MVC property is dedicated to UDOT, and verification received from UDOT.

- 6. Wayfinding signs for different homebuilders shall be removed within 90 days of the last home in a particular phase being sold.
- 7. Wayfinding signs shall be no higher than 20' and shall comply with 19.18.09, including off premise and on premise Development Information Signs.
- 8. The Community Plan shall also be edited as directed by the Council:
 - a. _____.
 - b. _____.
- 9. The Community Plan shall not be recorded until a final version is presented to the Council including all changes in these conditions.
- 10. Any additional conditions articulated by the Council: _____.

OPTION 2: CONTINUANCE

Staff recommends that the City Council choose this option for the CP, however the option is also available for any and all of the other requests:

“I move to **continue** the [rezone, General Plan amendment, Community Plan, MDA] for Wildflower to the March 3, 2015 meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

- 1. _____.
- 2. _____.
- 3. _____.
- 4. _____.
- 5. _____.

OPTION 3: DENIALS

To allow the applicant time to make necessary revisions, Staff does not recommend denial at this time. However, the option is available for any and all of the requests:

“Based upon the information and discussion tonight, I move to **deny** the General Plan Amendment and Rezone of the Wildflower property from R-3 to Planned Community, as identified in Exhibit 1 in the staff report, with the Findings below:

- 1. The applications are not consistent with the General Plan, as articulated by the Council: _____, or
- 2. The applications do not comply with Section 19.17.04 of the Development Code, as articulated by the Council: _____, or
- 3. The applications do not further the general welfare of the residents of the City, as articulated by the Council.

“I also move to **deny** the Wildflower Community Plan and MDA with the Findings below:

- 1. The applications are not consistent with the General Plan, as the current designation is Low Density Residential and not Planned Community.
- 2. The applications do not comply with Section 19.04 of the Development Code, regarding Land Use Zones, specifically:
 - a. the request exceeds the allowed density in the R-3 zone, specifically in the Mountain View Neighborhood; and
 - b. the proposed townhomes are not allowed uses in the R-3 zone; and
 - c. setbacks, lot widths, lot sizes, and other development standards are not consistent with the R-3 zone; and
 - d. Community Plans are not permitted in the R-3 zone.

3. The Wildflower Community Plan and MDA do not further the general welfare of the residents of the City, as articulated by the Council.

J. Exhibits:

1. Location & Zone Map (page 14)
2. City Engineer’s Report (pages 15-17)
3. 2011 Master Plan Proposal (page 18)
4. Density and layout based on January 20, 2015 Council Direction (page 19)
5. Agreement Dated January 27, 2015 (pages 20-24)
6. November 13, 2014 Planning Commission Report of Action (pages 25-33)
7. January 20, 2015 City Council Minutes (page 34)
8. January 27, 2015 City Council Minutes, DRAFT (pages 35-37)
9. Draft MDA (pages 38-72)
10. Public Comment from Western States Ventures regarding access (pages 73-74)
11. Community Plan – available in its entirety online:
www.SaratogaSpringsCity.com/Planning, under “Pending Applications” then “Wildflower”

EXHIBIT F

Design Guidelines

The Wildflower Community Plan contains general architectural and design standards, and the Village Plans contain specific unit styles with additional requirements in order to implement the standards of the Community Plan. All homes shall be subject to the design standards and guidelines outlined in the Community Plan and approved Village Plan(s).

Compliance with these standards will be verified by the Planning Department and in accordance with the Community Plan prior to issuance of a building permit. With respect to single family (including cluster) lots, the Planning Department may accept as proof of meeting the design guidelines a letter from the Wildflower Design Review Committee ("WDRC") indicating compliance in lieu of Planning Department review of such design guidelines.

Exhibit G Covenants, Conditions, and Restrictions

Concurrent with plat recordation or issuance of any building permit, covenants, conditions, and restrictions (“CCRs”) shall be recorded for the project which shall run with the land, unless such CCRs have already been recorded and meet the requirements of this exhibit. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

- A. establish a property owners association for the project;
- B. require the property owners associations to manage privately owned common areas within the project, including the collection of necessary management fees;
- C. limit occupancy in the project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;
- D. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in the City Code;
- E. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the property, including any dwelling unit within the project;
- F. require adoption of an enforcement policy that:
 - i. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and
 - ii. has penalties for non-compliance; and
- G. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City.

The special conditions set forth in this exhibit shall run with the land and shall survive the within Master Development Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may mutually elect to modify or remove the foregoing conditions on the Property. Modification or removal of any condition herein shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council.

Conditions C, D, and E above shall be included on each recorded plat for Property, including but not limited to any condominium plat, if requested to by the City.

Exhibit H
Chapter 19.26 of the City Code

Chapter 19.26. Planned Community Zone.

Sections:

- 19.26.01. Purpose.**
- 19.26.02. Definitions.**
- 19.26.03. Community Plan Required.**
- 19.26.04. Uses Permitted within a Planned Community District.**
- 19.26.05. Adoption and Amendment of Community Plans.**
- 19.26.06. Guiding Standards of Community Plans.**
- 19.26.07. Contents of Community Plans.**
- 19.26.08. Effect of a Community Plan.**
- 19.26.09. Village Plan Approval.**
- 19.26.10. Contents of a Village Plan.**
- 19.26.11. Master Development Agreement.**
- 19.26.12. Subsequent Permits Required.**
- 19.26.13. Large-scale Planned Community Districts.**

19.26.01. Purpose.

This Chapter is established to implement the General Plan and enable land to be planned and developed in a coordinated manner to achieve:

1. a desirable living and working environment with unique identity and character;
2. an innovative integration of uses, such as residential, commercial, recreation, entertainment, office, and light industrial uses;
3. focused development patterns that:
 - a. preserve sensitive areas, significant natural, features, and drainage patterns;
 - b. optimize open spaces; and
 - c. highlight significant natural features;
4. a diversity of uses to meet the life cycle of residents, including a range of housing types and densities and recreational, social, educational, service, and employment opportunities;
5. a variety of development and use standards, including a range of heights, setbacks, densities, and lot sizes, to achieve innovative design patterns;
6. safe pedestrian and bicycle travel that optimizes access from homes to services, shopping, education, and transit facilities;
7. a process for developers and the City to plan the potential capacity, intensity, and general types of uses, while allowing flexibility to respond to changes in the market over long build-out periods, with allowances for interim uses; and

8. the coordinated, long-term build out of an area by multiple property owners.

19.26.02. Definitions.

For purposes of this Chapter, the following terms shall have the meanings defined in this Section:

1. **“Community Plan”** means:
 - a. a zoning-level document as defined in Section 19.26.07 that contains a set of regulations and guidelines that apply to a defined geographic area;
 - b. is general and conceptual in nature; and
 - c. provides a community-wide level of detail in enough specificity to determine the size, scope, intensity, and character of subsequent and more detailed Village Plans.
2. **“District Area Plan”** means a document required at the time property within a proposed large-scale Planned Community District under Section 19.26.13 is assigned the designation of Planned Community Zone, which document shall contain the information set forth in Section 19.26.13.
3. **“Equivalent Residential Unit (ERU)”**:
 - a. means a unit of measurement used to measure and evaluate development impacts on public infrastructure including water, sewer, storm drainage, parks, roads, and public safety of proposed residential and non-residential land uses; and
 - b. is intended to represent the equivalent impact on public infrastructure of one single family residence.
4. **“Planned Community District”** means a geographic area to which the Planned Community Zone designation has been applied that is subject to a Community Plan.
5. **“Village Plan”**:
 - a. means detailed plans for the development and implementation of an entire Community Plan or individual phases or sub-areas of a Community Plan;
 - b. contains a set of regulations that apply to a defined geographic area; and
 - c. combines specific development standards, design guidelines, infrastructure plans, a Master Development Agreement, and other elements as appropriate into a single document.

19.26.03. Community Plan, Village Plan and Detailed Infrastructure Study Required.

1. **Community and Village Plans.** An approved Community Plan for the entire Planned Community District containing the elements listed in Section 19.26.07 shall be required at the time of a zone change to the Planned Community Zone. A Village Plan shall be required for each phase within the zoned area prior to the issuance of permits for the subdivision of land, grading, or building.

2. **Additional Village Plan Requirements.** In addition to the required elements of a Village Plan listed in Section 19.26.10, the following shall be required prior to or in conjunction with the first application for a Village Plan for any part of the property addressed in an approved Community Plan and shall apply to and control the entire property addressed in the Community Plan:
- a. A detailed traffic study prepared by a traffic engineer and a backbone circulation plan of highway, arterial, and collector streets including street classifications and accompanying street sections with dimensioned travel lanes, medians, walkways, bike paths, and landscaped areas. The traffic study shall evaluate impacts to both on and off site intersections and major street networks.
 - b. A map depicting the general locations of backbone infrastructure systems (major trunk line delivery and storage systems) for water (potable and non-potable), sewer, and drainage (100-year 24-hour drainage flows, 10-year 24-hour storm water flows) and a written assessment of the proposed sizing for and adequacy of the infrastructure to serve the entire property.
 - c. Detailed architectural requirements and restrictions implementing the guiding development standards established in the Community Plan pursuant to Section 19.26.06.3, including materials lists, pallets, and pattern books.
 - d. If applicable, details regarding the creation of an owners' association, master association, design review committee, or other governing body to review, approve, and enforce architectural requirements and restrictions, and common area maintenance obligations.

19.26.04. Uses Permitted within a Planned Community District.

1. **Permitted and Conditional Uses.** Since the character and land use designations of each Community Plan may vary widely, a specific list of uses that are permitted by-right or conditionally permitted is not dictated in this zone. Instead, the detailed list of uses that are permitted by right or conditionally permitted shall be established in each Village Plan. Generally, however, the establishment of uses that are permitted by right, or conditionally permitted within a particular Village Plan, shall be guided but not limited to the following Sections of the Land Development Code:
 - a. Agricultural: Subsections 19.04.08 (2) and (3).
 - b. Residential: Subsections 19.04.09 (2) and (3).
 - c. Neighborhood Commercial: Subsections 19.04.20 (2) and (3).
 - d. Mixed Use: Subsections 19.04.21 (2) and (3).
 - e. Regional Commercial: Subsections 19.04.22 (2) and (3).
 - f. Office Warehouse: Subsections 19.04.23 (2) and (3).
 - g. Industrial: Subsections 19.04.24 (2) and (3).
 - h. Mixed Lakeshore: Subsections 19.04.25 (2) and (3).
 - i. Business Park: Subsections 19.04.26 (2) and (3).
2. **Interim Uses.** Any use which has a valid conditional use permit prior to being zoned or rezoned to the Planned Community Zone is permitted to continue prior to the approval of a Village Plan, provided that the use may only be continued pursuant to the terms and

conditions upon which the conditional use permit was approved by the prior zoning authority.

- a. The continuation of such an interim use after the approval of any Village Plan may only occur with the express approval of the City Council, and on such terms and conditions as the Council may dictate.
 - b. In approving the Village Plan, the City may require mitigation measures, including buffers, transitions, or alternate access routes to ensure that the interim uses are compatible with the other intended uses in the Village Plan and the community as a whole.
3. **Location of Uses.** The pattern, arrangement, and location of each land use shall generally be guided by the General Plan Land Use Map; however, in the Community Plan, the applicant may refine the location and pattern of land uses shown on the General Plan Land Use Map in order to improve design, accessibility, and marketability using the General Plan as guidance for overall character and intent.

19.26.05. Adoption and Amendment of Community Plans.

1. No contiguous property of less than 500 acres shall be zoned as a Planned Community District.
2. Community Plans require a recommendation from the Planning Commission and approval by the City Council per Chapter 19.17 and as detailed throughout the rest of this Section.
3. **Application for Community Plan.** Concurrently with a zone change to Planned Community Zone, the Planning Commission shall consider an application to adopt a Community Plan. The Planning Commission shall review the application, hold a public hearing, and certify its recommendation to the City Council. Before certifying a recommendation of approval, or approval with conditions, the Planning Commission must find that the Community Plan:
 - a. is generally consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
 - b. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
 - c. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
 - d. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
 - e. is consistent with the guiding standards listed in Section 19.26.06; and
 - f. contains the required elements as dictated in Section 19.26.07.
4. **Adopted Community Plans.** Adopted Community Plans shall be indicated on the Zoning Map and maintained on file in the Planning Department.

5. **Community Plan Amendment.** Modifications to the Community Plan text or exhibits may occur in accordance with the following amendment process:
- a. **Major Amendments:** If an amendment is deemed major by the Planning Director (or in the case of a District Area Plan, by the Development Review Committee), it will be processed in the same manner as the original Community Plan. Major amendments are modifications that change the intent of the Community Plan such as:
 - i. those that significantly change the character or architecture of the Community Plan;
 - ii. those that increase or reallocate residential density and non-residential intensity beyond any provisions for transfers provided within the Community Plan, as provided in Section 19.26.06;
 - iii. those that materially reduce the amount of land dedicated to parks, trails, public use space, natural areas, or public facilities as shown on the approved Community Plan; and
 - iv. modifications to development standards as allowed in the Community Plan.
 - b. **Minor Amendments.** Minor amendments are accomplished administratively by the Planning Director. Minor amendments include simple modifications to text or exhibits such as:
 - i. minor changes in the conceptual location of streets, public improvements, or infrastructure;
 - ii. minor changes in the configuration or size of parcels;
 - iii. transfers of density as described within the Community Plan, as provided for in Section 19.26.06;
 - iv. minor modification of land use boundaries; and
 - v. interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

19.26.06. Guiding Standards of Community Plans.

1. **Development Type and Intensity.** The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.
2. **Equivalent Residential Unit Transfers.** Since build-out of a Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, after approval of a Community Plan, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability. Guiding transfer provisions shall be provided in the Community Plan and detailed transfer provisions shall be established in the Village Plans. Transfer provisions shall adhere to the following standards:
 - a. The overall intent and character of the Community Plan shall be maintained and the transfer of Equivalent Residential Units shall not materially alter the nature of each land use, land use designation, or district established in the Community Plan.

- b. The maximum number of Equivalent Residential Units established in the Community Plan shall not be exceeded.
 - c. The method to transfer Equivalent Residential Units shall be established within a Community Plan, provided that the transfer of Equivalent Residential Units into or out of any land use designation or district established in the Community Plan shall not exceed fifteen percent without approval of the City Council. In no case shall the transfer of Equivalent Residential Units into or out of any land use designation or district exceed twenty percent of that established in the Community Plan.
 - d. Equivalent Residential Units may not be transferred from a more intensive into a less intensive land use designation or district established in the Community Plan such that it exceeds the underlying maximum density and intensity limits.
 - e. Equivalent Residential Units may not be transferred into any open space, park, or school unless said use is replaced elsewhere within the same district.
 - f. Each Community Plan shall identify the manner in which transfers of Equivalent Residential Units shall occur.
3. **Development Standards.** Guiding development standards shall be established in the Community Plan.
- a. The Community Plan standards shall be sufficient to establish an overall theme and appearance for the entirety of the Planned Community District by establishing a common landscape philosophy, common lighting, consistent fencing and buffer treatments, signage, and a hierarchy of entry monuments.
 - b. The Community Plan shall establish common architectural guidelines meeting the City's design standards to address style authenticity, color, material, form and massing, and building entry.
 - c. The Community Plan shall establish a mechanism to assure architectural quality and consistency throughout the Planned Community District.
 - d. Detailed development standards and regulations shall be contained in a Village Plan and may replace or supplement the standards contained in the Land Development Code, except where specifically provided in the Village Plan.
 - e. Any matters not specifically addressed in the Village Plan will be governed by other applicable regulations and standards of the City.
4. **Open Space Requirements.** Open space, as defined in Section 19.02.02, shall comprise a minimum of thirty percent of the total Planned Community District area.
- a. Open space is defined as:
 - i. active open spaces such as parks, playgrounds, pathways and trails, pavilions, community gardens, ball fields, community centers, swimming pools, plazas, sports courts, and informal spaces which encourage the use and enjoyment of the open space;
 - ii. sensitive lands, including, but not be limited to: canyons and slopes in excess of thirty percent, ridge lines, streams or other natural water features, creek corridors, historic drainage channels, wildlife habitat, native vegetation, wetlands, geologically sensitive areas, and significant

- views and vistas; however, no more than fifty percent of the required open space area shall be comprised of sensitive lands;
 - iii. agricultural lands and equestrian facilities worthy of preservation for continued use; and
 - iv. entry features and any portion of a park strip or landscaped median that exceeds City standards, or other amenities, such as fountains and public art, that creates attractive neighborhoods.
- b. Open space shall not include:
- i. lands occupied by residential, commercial, light industrial, office structures, parking areas, streets or sidewalks;
 - ii. setbacks and spaces between buildings or parking areas or other hard surfaces that have no recreational value; and
 - iii. areas between multi-family structures or similar treatments that are not larger than 5,000 square feet, are not part of a community trail system, and are not developed as a recreational or community amenity (e.g. park, pool, community garden, and picnic area).
- c. Open Space shall be preserved and maintained through one or a combination of the following:
- i. dedication of the land as a public park or parkway system;
 - ii. dedication of the land as permanent open space on the recorded plat;
 - iii. granting the City a permanent open space easement on the private open spaces to guarantee that the open space remain perpetually in recreation use, with ownership and maintenance being the responsibility of an owner's association, master association, or other governing body;
 - iv. through compliance with the provisions of the Condominium Ownership Act, as outlined in Utah Code Title 57, and which provides for the payment of common expenses for the upkeep of common areas and facilities; or
 - v. in the event the common open space and other facilities are not maintained in a manner consistent with the approved plan, the City may at its option cause such maintenance to be performed and assess the costs to the affected property owners' association, master association, or other governing body.
5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.
- a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.
 - b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

19.26.07. Contents of Community Plans.

Community Plans are general and conceptual in nature; however, they shall provide the community-wide structure in enough detail to determine the size, scope, intensity, and character of subsequent and more detailed Village Plans. Community Plans shall include:

1. **Description.** A metes and bounds legal description of the property and a vicinity map.
2. **Use Map.** A map depicting the proposed character and use of all property within the Planned Community District. This map shall be of sufficient detail to provide clear direction to guide subsequent Village Plans in terms of use and buildout. This map is not required to specify the exact use and density for each area and instead, to allow flexibility over the long-term, may describe ranges of buildout and ranges of uses.
3. **Buildout Allocation.** An allocation of all acreage within the Planned Community District by geographic subarea or parcel or phase with ranges of buildout levels calculated based on the City's measure of equivalent residential units, including residential and non-residential density allocations and projections of future population and employment levels.
4. **Open Space Plan.** A plan showing required open space components and amenities.
5. **Guiding Principles.** A general description of the intended character and objectives of the Community Plan and a statement of guiding land use and design principles that are required in subsequent and more detailed Village Plans and are necessary to implement the Community Plan. The guiding land use and design principles shall address:
 - a. Community-wide systems and themes including streetscape treatments, drainage and open space corridors, pedestrian systems, park and recreation systems, and public realm elements.
 - b. The desired character of the Community Plan, including conceptual landscaping plan showing the general character and nature of live plant species and potential design treatment of major features.
 - c. Guiding development standards critical to ensure the desired character of each geographic sub-area or parcel or phase is maintained in the subsequent Village Plans. Guiding standards shall include density and floor area ratio and, as appropriate, guidance for standards addressing height, setbacks, parking requirements, parking lot locations, and minimum private open space.
6. **Utility Capacities.** A general description of the current capacities of the existing on- and off-site backbone utility, roadway, and infrastructure improvements and a general description of the service capacities and systems necessary to serve the maximum buildout of the Community Plan. This shall be accompanied by a general analysis of existing service capacities and systems, potential demands generated by the project, and necessary improvements.

7. **Conceptual Plans.** Other elements as appropriate including conceptual grading plans, wildlife mitigation plans, open space management plans, hazardous materials remediation plans, and fire protection plans.
8. **Development Agreement.** A Master Development Agreement, as described in Section 19.26.11.
9. **Additional Elements.** The following shall be included in the Community Plan or submitted separately in conjunction with the Community Plan:
 - a. description of and responses to existing physical characteristics of the site including waterways, geological information, fault lines, general soils data, and slopes (two foot contour intervals);
 - b. a statement explaining the reasons that justify approval of a Community Plan in relation to the findings required by Section 19.26.05;
 - c. an identification and description of how environmental issues, which may include wetlands, historical sites, and endangered plants, will be protected or mitigated; and
 - d. the means by which the Applicant will assure compliance with the provisions of the Community Plan, including architectural standards and common area maintenance provisions, and a specific description of the means by which phased dedication and improvement of open space will occur to assure the adequate and timely provision and improvement of open spaces.
10. **Application and Fees.** The following shall be submitted in conjunction with the Community Plan:
 - a. completed Community Plan application;
 - b. fees as determined by the City Recorder; and
 - c. copies of submitted plans in the electronic form required by the City.

19.26.08. Effect of a Community Plan.

An approved Community Plan constitutes conceptual approval and entitles the applicant to pursue Village Plan approval in accordance with the approved Community Plan. The density allowances, uses, and conceptual development pattern granted in the Community Plan shall be deemed a vested right of the applicant, subject to compliance with then existing City ordinances, rules, and regulations, and engineering principles of common application.

19.26.09. Village Plan Approval.

1. **Application for Village Plan.** Subsequent to the approval of a Community Plan, further development of any phase within a Planned Community Zone District shall require approval of a Village Plan. A Village Plan is a preliminary approval prior to subdivision or site plan approval and is intended to commit and provide detailed standards to assure compliance with the guiding principles and intent of the Community Plan and to further commit land uses, supporting infrastructure, and design principles. The Planning Commission shall review each Village Plan application in accordance with the provisions

of Chapter 19.17 and certify its recommendation to the City Council. Before certifying a recommendation of approval, or approval with conditions, the Planning Commission must find that the Village Plan:

- a. is consistent with the adopted Community Plan;
- b. does not exceed the total number of equivalent residential units dictated in the adopted Community Plan;
- c. for an individual phase, does not exceed the total number of equivalent residential units dictated in the adopted Community Plan unless transferred per the provisions of the Community Plan;
- d. is consistent with the utility, infrastructure, and circulation plans of the Community Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts;
- e. properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties; and
- f. contains the required elements as dictated in Section 19.26.10.

2. **Village Plan Amendment.** A Village Plan is a zoning level approval, and modifications may occur in accordance with the following amendment process:

- a. **Major Amendments:** If an amendment is deemed major by the Planning Director, it will be processed in the same manner as the original Village Plan. Major amendments are modifications that change the intent of the Village Plan such as:
 - i. those that significantly change the character or architecture of owners' associations (if applicable);
 - ii. those that increase or reallocate residential density and non-residential intensity beyond any provisions for transfers provided in the Village Plan, as provided in Section 19.26;
 - iii. those that materially reduce the amount of land dedicated to parks, trails, public use space, natural areas or public facilities; and
 - iv. modifications to development standards as allowed in the Village Plan.
- b. **Minor Amendments:** Minor amendments are accomplished administratively by the Planning Director and may be appealed to the Hearing Examiner. Minor amendments include simple modifications to text or exhibits such as:
 - i. minor changes in the conceptual location of streets, public improvements, or infrastructure;
 - ii. minor changes in the configuration or size of parcels;
 - iii. transfers of density as described within the Village Plan, as provided for in Section 19.26.06;
 - iv. minor modification of land use boundaries; and
 - v. interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

19.26.10. Contents of a Village Plan.

Village Plans are detailed plans for the development and implementation of an entire Community Plan or individual phases or subareas of a Community Plan. Village Plans shall include:

1. **Description.** A legal description of the Village Plan area.
2. **Detailed Use Map.** A list of all permitted and conditional uses and a map depicting the proposed land uses by type for all property within the Village Plan Area, and demonstrating appropriate buffering from neighboring land uses, including uses within and outside of the Planned Community District.
3. **Detailed Buildout Allocation.** An allocation of all acreage within the Village Plan area by land use type and geographic subarea, parcel, or phase with maximum buildout levels calculated based on the City's measure of equivalent residential units, including residential and non-residential density allocations and projections of future population and employment levels.
4. **Development Standards.** Detailed development standards for each land use type including specific provisions governing height, setbacks, parking requirements, parking lot locations, and minimum private open space.
5. **Design Guidelines.** Detailed design guidelines for each land use type including specific provisions governing density and floor area ratios.
6. **Associations.** If not previously established pursuant to Subsection 19.26.03.2.d., details regarding the creation of an owners' association, master association, design review committee, or other governing body to review, approve, and enforce architectural requirements and restrictions and common area maintenance obligations.
7. **Phasing Plan.** A conceptual phasing and maintenance plan for development of all uses and supporting infrastructure and open space within the Village Plan Area.
8. **Lotting Map.** A conceptual plat map depicting conceptual lotting patterns.
9. **Landscaping Plan.** A landscaping plan and plant palette including a legend which includes height, caliper, and numbers of all plant materials and is consistent with the Community Plan.
10. **Utility Plan.** Utility and infrastructure plan that is consistent and links seamlessly with the communitywide systems outlined in the Community Plan.
11. **Vehicular Plan.** Vehicular circulation and mobility plan that is consistent and links seamlessly with the community-wide systems outlined in the Community Plan.
12. **Pedestrian Plan.** Pedestrian and bicycle mobility plan that is consistent and links seamlessly with the community-wide systems outlined in the Community Plan.
13. **Density Transfers.** Detailed transfer of density and non-residential square footage provisions.

14. **Additional Detailed Plans.** Other elements as necessary to detail plans and direction contained in the Community Plan, such as grading plans, storm water drainage plans, wildlife mitigation plans, open space management plans, sensitive lands protection plans, hazardous materials remediation plans, and fire protection plans.
15. **Site Characteristics.** A description of existing physical characteristics of the site including any sensitive lands, waterways, geological information, fault lines, general soils data, and contour data.
16. **Findings.** A statement explaining the reasons that justify approval of a Village Plan in relation to the findings required by the Planned Community District.
17. **Mitigation Plans.** Plans describing the protection and mitigation of significant environmental issues, such as wetlands, historical sites, and endangered plants, identified in the Community Plan.
18. **Offsite Utilities.** An estimate of the cost to provide off-site utilities and other public infrastructure facilities to the site.

19.26.11. Master Development Agreement.

Subject to the legislative discretion of the City Council pursuant to Section 10-9a-102 of the Utah Code, a Master Development Agreement may be entered into upon District Area Plan or Community Plan approval and shall generally conform to and include by reference, if appropriate, the requirements found in Section 19.13.06, except for the following sections:

1. **Plat.** A final plat, record of survey, or Site Plan is not required until submission of the subdivision application.
2. **Declaration.** Declaration of covenants and restrictions, declaration of condominium, or architectural elevations are not required until the site plan review or submission of the subdivision application.
3. **Duration.** Master Development Agreements shall run with the life of the Community Plan.

19.26.12. Subsequent Permits Required.

1. **Application Approval.** The review and approval of applications prior to construction within the Village Plan area will be governed by the City's Ordinances. Notwithstanding the foregoing, the Planning Director shall be authorized to review and approve a site plan submitted for a proposed non-residential use where the proposed use is shown on and is consistent with an approved Village Plan and the site plan does not require the dedication or improvement of the public street access, or the alteration of any standard or requirement of the approved Village Plan.

2. **Applications for Reuse.** The review and approval of applications for the use, reuse, or alteration or improvement of existing structures will be conducted through the provisions established by this Code, as amended by the adopted Village Plan, and include:
 - a. necessary Conditional Use Permits, as prescribed in the provisions of the adopted Community Plan and conducted per Chapter 19.15;
 - b. signage, as prescribed in the provisions of the adopted Community Plan and conducted per Chapter 19.18;
 - c. necessary business licenses as required by this Code;
 - d. Home Occupations per Chapter 19.08; and
 - e. all necessary grading, electrical, plumbing, building, energy, mechanical, and occupancy permits as required by this Code.

19.26.13. Large Scale Planned Community Districts.

1. **Applicability of Section.** Planned Community Districts that include more than 2,000 acres (hereinafter referred to as “Large-scale Planned Community Districts”), affect the City’s planning in unique ways and may involve a longer build-out horizon than smaller Planned Community Districts. At the election of landowners seeking the application of the Planned Community Zone to property exceeding 2,000 acres in size, and upon approval of a District Area Plan, as set forth below, such property shall be designated a Large-scale Planned Community District, and shall be governed by the provisions of this Section 19.26.13, and other sections of this Chapter as specifically indicated in this Section 19.26.13. Large-scale Planned Community Districts may consist of multiple, non-contiguous parcels.
2. **Adoption and Amendment of District Area Plans.** An approved District Area Plan shall be required at the time property within a proposed Large-scale Planned Community District is assigned the designation of Planned Community Zone. Prior to approval by the City Council, a proposed District Area Plan shall be submitted to the Planning Commission for review and recommendation. The District Area Plan shall cover the entire proposed Large-scale Planned Community District, and shall contain the following information:
 - a. Proposed name for the Large-scale Planned Community District;
 - b. A map depicting:
 - i. the location of the Large-scale Planned Community District;
 - ii. acreage;
 - iii. boundaries;
 - iv. scale;
 - v. north arrow; and
 - vi. a conceptual layout of land use designations, major thoroughfares and transit corridors;
 - c. Proposed land uses and place types, and allowable density and land use intensity ranges for such proposed place types;
 - d. Planning criteria and guidelines as described in Subsection 3. below;
 - e. A table showing the proposed:

- i. number of residential units,
 - ii. total floor area (measured in square feet) of the various non-residential land uses, and
 - iii. total number of Equivalent Residential Units;
 - f. Major existing land uses, roads, waterways, utilities, easements and flood boundaries;
 - g. Topography and significant geographical features on or adjacent to the property; and
 - h. Other aspects of the plan for the property as desired by the applicant.
 - i. The proposed District Area Plan shall be submitted in both hard copy and electronic form. The proposed District Area Plan shall constitute a land use application for all purposes of Utah law. The adoption of the District Area Plan, and any subsequent amendment thereof, shall be accomplished in the same manner as the adoption and amendment of Community Plans under Section 19.26.05, except that the Planning Commission shall not be required to make the findings set forth in Subsections 1.c. through 1.g. In addition, amendments shall follow the process in subsection 19.26.13. Prior to adoption and approval, the City Council, taking into account the recommendations of the Planning Commission, may require such changes to the proposed District Area Plan, including without limitation the addition or deletion of detail to or from the proposed District Area Plan, as shall be necessary, in the discretion of the City Council, to justify the vested entitlements associated with the District Area Plan under Section 7.
3. **Planning Criteria and Guidelines.** The District Area Plan shall include planning criteria and guidelines generally governing the planning of the Large-scale Planned Community District, and the preparation of one or more subsequent Community Plans and Village Plans. Such criteria and guidelines shall be sufficient to establish the overall character of the various land use designations. More detailed development standards and architectural guidelines shall be required at the Community Plan and Village Plan stages. The locations and boundaries of the various land use designations may be adjusted through the approval of the subsequent Community Plans and Village Plans.
4. **Approvals Required After District Area Plan Approval.** The review and approval of applications within a Large-scale Planned Community District after approval of the District Area Plan and prior to construction shall be governed by the provisions of this Chapter, including the Community Plan requirements of Sections 19.26.03 through 19.26.08, the Village Plan requirements of Section 19.26.03 and Sections 19.26.09 through 19.26.10, and the provisions of Section 19.26.12, except as specifically modified herein.
5. **Amendments.** District Area Plans may be amended from time to time, and shall be amended prior to or concurrent with the approval by the City Council of a Community Plan or an amendment to a Community Plan that in either case is inconsistent with the then existing District Area Plan. If an amendment is proposed, it shall be processed in the same manner as the original District Area Plan. Amendments may include the following:

- a. Significant changes in the conceptual layout of proposed land use designations, major thoroughfares or transit corridors;
- b. An increase in allowable density and intensity ranges for proposed land uses and place types;
- c. Changes in the planning criteria and guidelines that significantly change the character of the Large-scale Planned Community District; or
- d. Changes that reduce the ranges of the amount of land dedicated to parks, trails, public use space, natural areas or public facilities as shown on the approved District Area Plan, or that reduce the total amount of open space set forth in the District Area Plan.
- e. A change in the name of the Planned Community District;
- f. Minor changes in the conceptual layout of proposed land use designations, major thoroughfares or transit corridors;
- g. Minor changes in land use or other boundaries;
- h. Changes that either reallocate or increase overall open space;
- i. Changes that either reallocate or decrease densities or intensities of use,
- j. Any change necessary to conform the District Area Plan to an approved Community Plan; or
- k. Any change necessary to conform the District Area Plan to a change in the City's General Land Use Plan, Parks & Trails Master Plan, and/or Transportation Plan.

6. **Open Space in Large-scale Planned Community Districts.**

- a. **Alternative Open Space Requirements.**
 - i. Open space shall constitute an integral part of Large-scale Planned Community Districts.
 - ii. Certain Large-scale Planned Community Districts may require a unique and flexible approach to the issue of open space, given
 1. the wide variety of anticipated land uses and place types, and the disparate open space needs of the City within such varying land uses and place types,
 2. the long build-out horizon for the Large-scale Planned Community as a whole, and the need to coordinate the inclusion of open space elements across long time spans and among several construction phases, and
 3. the potential for the City's open space needs and objectives to change prior to full build-out.
 - iii. In cases such as those under Subsection 5.a.ii., the City Council, taking into account the recommendations of the Planning Commission, may elect, in lieu of the provisions of Subsection 19.26.06.4, to establish alternative requirements for open space in accordance with this Section.
- b. **Approved Ranges.** The District Area Plan may establish an acceptable range of the percentage of land required to be dedicated to open space uses within each identified land use or place type approved in the District Area Plan. Such ranges may or may not reflect the general thirty percent requirement present in Subsection 19.26.06.4. In approving such ranges, and any deviation from such thirty percent requirement, the City Council, taking into account the

recommendations of the Planning Commission, may take into account the following factors:

- i. minimum open space requirements, by place type, recommended by one or more accredited and nationally-recognized planning organizations acceptable to the City Council, taking into account the recommendations of the Planning Commission;
 - ii. unique factors affecting the City's open space needs and objectives that may warrant deviation from such recommendations;
 - iii. any identified City objective to establish a unique identity through the use of open space;
 - iv. walkability objectives;
 - v. wise water management;
 - vi. cost of long-term maintenance; and
 - vii. any other factors considered relevant by the City Council.
- c. **Precise Requirements Within Ranges.** When evaluating the more precise extent and design of open space at the Community Plan and Village Plan stages, within the ranges approved in the District Area Plan, the City Council shall take into account the following factors:
- i. the desirability and balance, within certain place types, between active open space and passive open space;
 - ii. the intensity of programmed uses within the proposed open space (by way of example, a public swimming pool on three acres may provide the same open space benefit to the City as a park on ten acres);
 - iii. the capital requirements of the open space features (by way of example, a skate park may satisfy the same open space requirement as a much larger soccer field);
 - iv. the shifting of open space from one place type to another (by way of example, open space in a retail place type may be reduced to offset a larger community park in another location within the District);
 - v. the accessibility and proximity of the open space;
 - vi. the quality of the open space;
 - vii. requirements for land dedication, capital improvement, maintenance, and impact fees to ensure that cross-subsidization between the project and the remainder of the City does not occur, in order that all City residents bear their fair burden of the costs associated with such requirements; and
 - viii. any other factors considered relevant by the City Council, taking into account the recommendations of the Planning Commission.
- d. **Elements of Open Space.** Open space for purposes of Large-scale Planned Community Districts may include any space, element, or feature deemed by the City Council, taking into account the recommendations of the Planning Commission, to advance the purpose for which the open space is required.
- i. By way of example and not limitation, open space and accompanying amenities may include community parks, pocket parks, fields, playgrounds, tot lots, pathways, trails, bike paths, skate parks, pavilions, community gardens, ball fields, cemeteries, community centers, swimming pools, plazas, public squares, sport courts, dog parks,

amphitheaters, fountains, water features, golf courses, theme parks, waterways, irrigation canals, drainage detention basins, park strips, planted medians, landscaping, nature preserves, wetlands, hillsides, geologically sensitive areas, viewscales, wildlife habitat, buffers, public art, benches, and agricultural lands.

- ii. Allowable open space elements may be approved in the District Area Plan, or in subsequent Community Plans or Village Plans.
- e. **Preservation of Open Space.** Open space shall be preserved and maintained through one or more mechanisms designed to preserve its future use for the purpose for which it is intended. Allowable methods of preservation include, but are not limited to:
 - i. dedication of land to the City;
 - ii. recordation of restrictive covenants;
 - iii. granting to the City or other entity a permanent open space or conservation easement;
 - iv. compliance with the provisions of the Condominium Ownership Act, as outlined in Utah Code Title 57, and which provides for the payment of common expenses for the upkeep of common areas and facilities; and
 - v. in the case of property belonging to school districts or other public or private entities, the establishment of long-term contractual arrangements which preserve the right of the public to use land or facilities.
- f. **Capital Costs.** Nothing in this Subsection 5 shall be construed as imposing on the applicant the responsibility of assuming the capital costs of constructing open space features. The allocation of such costs shall be consistent with applicable state and federal law and any applicable City impact fee ordinance and capital facilities plan.

7. **Interim Uses.** Existing and new agricultural uses are permitted to continue prior to approval of a Village Plan for the area in which the uses occur and may continue subsequent to approval of a Village Plan if so permitted under the Village Plan. Sand and gravel operations shall be a conditional use prior to approval of a Village Plan, and thereafter to the extent required in support of development.

8. **Effect of a District Area Plan.** Approval of a District Area Plan for a Large-scale Planned Community District constitutes a legislative decision of the City Council for all purposes of land use review under Utah Law, and vests the entitlement to develop within the Large-scale Planned Community District in accordance with the approved District Area Plan, and in accordance with the process described in this Chapter 26.

- a. Such vesting shall include the right to:
 - i. develop the approved number of dwelling units, non-residential square footage, and equivalent residential units;
 - ii. develop the land uses; and
 - iii. provide open space within the ranges, each as set forth in the District Area Plan.
- b. The City Council, taking into account the recommendations of the Planning Commission, may exercise legislative discretion at the Community Plan and

Village Plan approval stages consistent with the District Area Plan, to determine and establish the development standards, design guidelines, and specific land use locations, configurations and allocations, provided that in exercising such discretion, the City Council shall not direct development patterns in a manner that unreasonably inhibits realization of the vested rights granted in an approved District Area Plan.

9. **Development Agreement.** A Development Agreement governing the general principles and terms of development may be executed between the City and the landowner concurrent with the approval of a District Area Plan.
 - a. Such Development Agreement need not conform to the requirements of Chapter 19.13.
 - b. The City and a Master Developer may enter into Development Agreements containing such other and further vesting provisions as the City Council, taking into account the recommendations of the Planning Commission, finds will promote the public welfare and will protect and enhance property values within the area of the District Area Plan and surrounding areas.