

**ORDINANCE No. 97-38**

For TOOELE CITY CORPORATION  
TOOELE COUNTY CORPORATION

**AN ORDINANCE OF THE TOOELE CITY COUNCIL ADOPTING THE  
DEVELOPMENT AGREEMENT FOR THE OVERLAKE PROJECT AREA**

WHEREAS, the Tooele City Council, pursuant to its authority under § 10-9-101 et. seq., Utah Code Annotated may enter into a Development Agreement; and

WHEREAS, the City Council, to clearly identify the requirements and obligations of a Planned District "P" Zoning District is required to recognize a Development Plan; and

WHEREAS, Tooele Associates, the owners of property within the City, is requesting that the City Council enter into a Development Agreement for the property known as the Overlake Project Area; and

WHEREAS, the Tooele City Planning Commission have conducted a public hearing on October 7, 1997 to consider the policy and other items of the Development Agreement for Overlake Project Area; and

WHEREAS, the City is desirous to balance the desires of the individual property owner with the overall goals of the City; and

WHEREAS, the Tooele City Council held a public hearing on October 29, 1997 to receive comment and input on the Development Agreement for Overlake Project Area.

NOW, THEREFORE, IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOOELE, UTAH AS FOLLOWS:

Section 1. The Development Agreement for Overlake Project Area, as attached hereto, by and between Tooele City and Tooele Associates, is approved, with the Mayor, as the representative of Tooele City authorized to sign the Development Agreement for Overlake Project Area, on behalf of the City, following approval of all final items and details by the City Attorney.

Section 2. This ordinance take effect upon its passage by the City Council and subsequent publication and posting as required by law.

IN WITNESS THEREOF, this Ordinance is passed and adopted by the Tooele City Council this 29 day of October, 1997.

TOOELE CITY COUNCIL

(For)

(Against)

John David Feltner

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John K. Bluff

\_\_\_\_\_

William S. DeLooney

\_\_\_\_\_

Lawrence J. Silcox

\_\_\_\_\_

~~(Abstaining)~~

Shale Hobart

\_\_\_\_\_

MAYOR OF TOOELE CITY

(Disapproved)

(Approved)

\_\_\_\_\_

[Signature]

ATTEST;

Patrick H. Dunlavy  
Patrick Dunlavy, Tooele City Recorder

SEAL



APPROVED AS TO FORM:

[Signature]  
Roger Evans Baker, Tooele City Attorney

**DEVELOPMENT AGREEMENT FOR OVERLAKE PROJECT AREA  
TOOELE CITY, TOOELE COUNTY, UTAH**

**BY AND BETWEEN:**

**TOOELE CITY, UTAH  
AND  
TOOELE ASSOCIATES, LIMITED PARTNERSHIP,  
A WASHINGTON LIMITED PARTNERSHIP**

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FINAL AGREEMENT (12/18/97)

**A DEVELOPMENT AGREEMENT FOR THE OVERLAKE PROJECT AREA  
AND INCLUDING THE OVERLAKE DEVELOPMENT PLAN  
TOOELE CITY, TOOELE COUNTY, UTAH**

This Development Agreement (the "Agreement") is entered into this 18 day of December, 1997 between Tooele City, a Utah Municipal Corporation (the "City") and Tooele Associates Limited Partnership, a Washington limited partnership ("Tooele Associates"), whose address is P.O. Box 610, 416 West 2000 North, Tooele City, Utah 84074-0610 as the owner of certain real property and the developer of the project known as Overlake Master Planned Community ("Overlake") located within the corporate boundaries of Tooele City, Utah.

**RECITALS**

- A. The City is a municipality and political subdivision of the State of Utah and is located within Tooele County, State of Utah.
- B. Tooele Associates is the owner of certain real property located within the boundaries of the City, which property is more particularly described in Exhibit A, ("Overlake Project Area"), attached hereto, and including by reference the parcel known as Overlake Estates Subdivision Phase 1B.
- C. The City is willing to negotiate and enter into a Development Agreement under appropriate circumstances where the proposed development contains features which advance the policies, goals and objectives of the Tooele City General Plan, provides amenities for the residents, businesses, and other activities of the proposed development, above those generally required, provides an appropriate mix of residential and nonresidential uses, and contributes to the provision of capital improvements and facilities which substantially benefit the City.
- D. Tooele Associates in order to negotiate this Development Agreement is willing, to provide a mix of uses, to modify the prior designs for the Overlake Project Area, and to voluntarily agree to the provision of park and open space areas, identify and set aside sites for required facilities including school and church sites, provide sites for the location of community facilities including sites for a wastewater treatment facility and public safety facility and contribute to other community facilities in order to promote the goals and policies of the City and address other issues as more fully set out below.

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E. The City, acting pursuant to its authority under Utah Code Ann., Section 10-9-101 et. seq., and in furtherance of its land use policies, goals, objectives, ordinances and other requirements, has made certain determinations with respect to Overlake, and, in the exercise of its legislative powers and in its sole discretion, has elected to approve this Development Agreement. The City may enter into a Development Agreement in appropriate circumstances in order to promote the orderly and appropriate development of property and to provide public facilities, amenities, and other benefits in connection with the proposed development.

F. As a condition of development, and in order to insure the overall planning and coordinated design of the Overlake Project Area, the City is requiring Tooele Associates to prepare and present a Development Plan, Exhibit B, and which also includes all other Exhibits to this Agreement, for the Overlake Project Area.

**AGREEMENT**

NOW, THEREFORE, in consideration of the goals and policies of the City which include the appropriate and coordinated development of property within the City, and in accordance with the provisions, terms or conditions of the City and Tooele Associates as more fully set forth herein, the parties agree to be legally bound as follows:

**I. GENERAL PLAN DESIGNATION AND CONSISTENCY**

In compliance with the requirements of the Utah Code Ann., Section 10-9-301 et. seq., following a Public Hearing conducted by the Tooele City Planning Commission held on October 7, 1997, following the receipt by the City Council of a Planning Commission recommendation recommending the designation of the Overlake Project Area as a "Planned Community" on the Tooele City General Plan, and following a Public Hearing conducted by the City Council on October 29, 1997, the City Council, acting in its legislative authority, adopted Ordinance 97-36. Ordinance 97-36, as adopted designates the Overlake Project Area, as contained and provided in Exhibit A, as a "Planned Community," thereby amending the Tooele City General Plan. The development proposed by Tooele Associates for the Overlake Project Area, in terms of uses and density or intensity of uses, as identified more specifically by the Exhibits, attached hereto, is hereby deemed to be consistent with the uses and density or intensity of uses as allowed by the Tooele City General Plan.

... connector streets. The  
 ... Development Plan shall be the basis for, and shall control the presentation of all preliminary and final subdivision plats and site plans presented to the City for approval.

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## II. ZONING DISTRICT DESIGNATION

In compliance with the requirements of the Utah Code Ann., Section 10-9-401 et. seq., following a Public Hearing conducted by the Tooele City Planning Commission on October 7, 1997, following the receipt by the City Council of a Planning Commission recommendation, recommending the redesignation of the Overlake Project Area from a variety of existing residential and commercial zoning districts to a Planned District ("P") and following a Public Hearing conducted by the City Council on October 29, 1997, the City Council, acting in its legislative authority, adopted Ordinance 97-37. Ordinance 97-37, as adopted, designates the Overlake Project Area as a Planned District ("P") as allowed by the Tooele City Code, Title 7, Chapter 18, and thereby amending the Tooele City Zoning Map, identifying the Overlake Project Area, Exhibit A, as a Planned District ("P") Zoning District. The development proposed by Tooele Associates for the Overlake Project Area, in terms of uses and density or intensity of uses, as identified more specifically by the Exhibits, attached hereto, is hereby deemed to be consistent with the requirements of Tooele City Code, Title 7, Chapter 18, and all Exhibits, attached hereto constitute the approved Overlake Development Plan as required by the Planned District ("P") zoning district.

## III. SCOPE AND PURPOSE OF OVERLAKE DEVELOPMENT PLAN

### A. OVERLAKE DEVELOPMENT PLAN AND USE AREAS

Exhibit A identifies the legal description for property covered by the Overlake Development Plan. No property may be added to this description for the purposes of this Agreement, except by written amendment to this Agreement, as provided in Section XXI herein.

The approved Overlake Development Plan, as contained and provided in all of the Exhibits attached hereto, more particularly Exhibit B, which identifies the location of all uses (the "Use Areas") for the Overlake Project Area, including residential, commercial, parks, community uses, and other uses, and the configuration of all "Collector" and "Sub-Collector" streets. The Overlake Development Plan shall be the basis for, and shall control the presentation of all preliminary and final subdivision plats and site plans presented to the City for approval.

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All preliminary and final subdivision plats and site plans within the Overlake Project Area, presented to the City for consideration, shall conform to the requirements of the Overlake Development Plan and this Agreement and shall be prepared in accordance with accepted engineering standards and shall meet all requirements, as required by the City at time of application, for preliminary and final subdivision plat and site plan approval.

**B. ALLOWED USES**

The uses allowed within each of the Use Areas of the Overlake Development Plan shall be limited to those uses identified by the Table of Uses for Residential Use Areas, as contained and provided in Exhibit C attached hereto and by the Table of Uses for Commercial, Mixed Use and Open Space Use Areas, as contained and provided in Exhibit D attached hereto. Uses identified as a Permitted Use shall be processed in accordance with the Permitted Use procedures of the City. Uses identified as a Conditional Use shall be processed in accordance with the Conditional Use procedures of the City. Any use not identified by Exhibit C or Exhibit D as a Permitted or Conditional Use shall be a Prohibited Use, and not be allowed within the Overlake Project Area.

**C. ALLOWED DENSITY AND INTENSITY OF USES**

The maximum density allowed for residential uses in the Single-Family, Single-Family Zero Lot Line, and Multi-Family Use Areas, as presented and contained on the Overlake Development Plan, shall be in accordance and shall comply with the requirements of the Table of Allowed Density for Residential Use Areas, as contained and provided in Exhibit E, and the Table of Minimum Site Planning and Development Standards for Residential Use Areas, as contained and provided in Exhibit F.

The maximum intensity allowed for uses allowed in the Commercial, Mixed Use, and Open Space Use Areas, as presented and contained on the Overlake Development Plan, shall comply with the requirements of the Table of Minimum Site Planning and Development Standards for Commercial, Mixed Use, and Open Space Use Areas, as contained and provided in Exhibit G.

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**D. REQUIRED MINIMUM RESIDENTIAL DWELLING UNIT SIZE**

The minimum residential dwelling unit size permitted in the Single-Family, Single Family Zero Lot Line, and Multi-Family Use Areas, as presented and contained on the Overlake Development Plan, shall be in accordance and shall comply with the requirements of the Table of Minimum Residential Dwelling Unit Size as contained and provided in Exhibit H.

The minimum residential dwelling unit size for residential dwelling units allowed within the Commercial, Mixed Use, and Open Space Use Areas shall be in accordance and shall comply with the requirements of the Table of Uses for Commercial, Mixed Use and Open Space Use Areas, as contained and provided in Exhibit D.

**E. REQUIRED OFF-STREET PARKING STANDARDS**

All uses and activities within the Overlake Project Area shall be subject to, and comply with the off-street parking requirements as provided in the Table of Off-Street Parking Requirements, as contained and provided in Exhibit I.

**F. ARCHITECTURAL DESIGN AND REVIEW**

All buildings and structures to be located within the Overlake Project Area shall be subject to and shall comply with the Overlake Architectural Design Standards and Review Process and Landscape Standards as contained and provided in Exhibit J.

If, for any reason, the Architectural Design Standards and Review Process and Landscape Standards, as contained and provided in Exhibit J, fails to provide, or fails to continue to provide a level of design review acceptable to the City, the City may carry out, or may identify an organization, acceptable to the City to carry out the responsibilities and duties of the Overlake Design Review Committee, as contained and provided in Exhibit J.

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G. ALL OTHER CITY STANDARDS AND REQUIREMENTS  
APPLICABLE TO OVERLAKE

Except as modified or revised by the use, density, configuration or design standards as contained in this Agreement, all other requirements of the City shall remain in full force and effect and shall apply to the Overlake Project Area, including the payment of fees, the requirements for the approval of subdivision plats and site plans, the approval of building permits and construction permits, and all other applicable ordinances, resolutions, policies and procedures of the City.

H. QUESTION OR DISPUTE OF USE AREA BOUNDARIES AND  
ALLOWED USES

In the event of a question or dispute arising from an interpretation or delineation of a Use Area boundary, as contained and provided in Exhibit B, or in the event of a question or dispute arising from an interpretation of an allowed use, as contained and provided in Exhibit C and Exhibit D, the resolution and determination of such questions or disputes shall be in accordance with the procedures as contained and provided in Exhibit K.

IV. PHASING OF DEVELOPMENT

The parties acknowledge that the most efficient and feasible development of the Overlake Project Area is dependent on factors such as market demand, interest rates, general economic growth, competition and other applicable factors. In recognition of these factors, the timing of development of the Overlake Project Area shall be determined by Tooele Associates in its sole business judgement and discretion. However, to coordinate the provision of City provided facilities, and facilities provided by other public agencies, with the demand for public facilities generated by uses and activities within the Overlake Project Area, development sequencing of the Development Plan will be generally guided by the Overlake Phasing Schedule, as contained and provided in Exhibit L, providing for the logical extension of all required infrastructure, including but not limited to, adequate fire protection and necessary ingress and egress.

provide sufficient availability and capacity of culinary water necessary to allow the completion of the Overlake Development Plan.

C. Water Service. The City will provide to all Use Areas, within the Overlake Project Area culinary water service at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

D. Extension of Main Trunk Line. The City and Tooele Associates shall work cooperatively together to design and construct the extension of culinary water main lines from the existing City service to the new City wastewater treatment plant, including the following lines; from 600 North along SR-36 to 2000 North, from SR-36 along 2000 North to 1200 West, from 2000 North along 1200 West to 3400 North to the location of the new wastewater treatment plant. The City and Tooele Associates shall each bear one-half of the costs incurred for such

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**V. WATER SERVICE AND FACILITIES**

1. City Obligations.

A. Water Provided By the City. In consideration, and as a requirement for Annexation of the Overlake Project Area, Tooele Associates has conveyed to the City perfected water rights for 686 acre feet of culinary water. As the demand for culinary water, required to meet the culinary water needs of the Overlake Project Area at eventual build-out is anticipated to exceed the Water Rights being conveyed to the City by Tooele Associates, the City is willing to take all reasonable actions necessary to provide the culinary water required to meet the needs of the Overlake Development Plan at build-out, including but not limited to water rights, water source development, storage capacity, and major distribution line capacity.

B. Reservation of Water Capacity. The City shall take all reasonable actions to provide sufficient availability and capacity of culinary water necessary to allow the completion of the Overlake Development Plan.

C. Water Service. The City will provide to all Use Areas, within the Overlake Project Area culinary water service at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

D. Extension of Main Trunk Line. The City and Tooele Associates shall work cooperatively together to design and construct the extension of culinary water main lines from the existing City service to the new City wastewater treatment plant, including the following lines; from 600 North along SR-36 to 2000 North, from SR-36 along 2000 North to 1200 West, from 2000 North along 1200 West to 3400 North to the location of the new wastewater treatment plant. The City and Tooele Associates shall each bear one-half of the costs incurred for such design and construction. As of the effective date of this Agreement all contracts for such design and construction shall be in compliance with the requirements of §10-7-20, Utah Code.

E. Water for Irrigation Purposes. The City shall sell to Tooele Associates all treated wastewater generated by the new wastewater treatment plant. Upon receipt of revenue from the sale of such treated wastewater the City intends to reevaluate its rates for sanitary sewer service.

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F. Easements. The City will grant to Tooele Associates, all easements within Street Rights of Way and other areas owned by the City, and within the Overlake Project Area, necessary for the construction, installation and operation of all secondary water facilities by Tooele Associates. All reasonable costs, including land acquisition costs, associated with the granting of all easements necessary, under this Section, shall be the obligation of Tooele Associates. Tooele Associates shall bear all cost associated with the installation and construction of all secondary water facilities and shall be responsible for any remediation necessary in City rights-of-way, to the satisfaction of the City.

G. Transfer of Ownership of Secondary Water Facilities. The ownership, and all maintenance and operation responsibilities for secondary water facilities already installed by Tooele Associates within Overlake Estates Subdivision Plat Phase 1A and 1B, recorded prior to the effective date of this Agreement, shall be transferred by the City to Tooele Associates, at a date mutually acceptable to the City and Tooele Associates.

H. Water Quality Standards. The City shall comply with all applicable local, state and federal laws and regulations for water quality standards and controls. The culinary and secondary water systems described in the Agreement shall operate independently and their respective waters shall not be permitted to intermingle.

2. Tooele Associates Obligations.

In recognition and consideration for the City's commitment herein to provide the culinary water necessary to meet the needs of the Overlake Project Area, at build-out, Tooele Associates voluntarily agrees as follows:

A. Secondary Water System. Tooele Associates shall design and install, at its cost, a secondary water system for irrigation purposes to all Use Areas, including all residential areas and all mixed use, commercial and open space areas, which shall be identified on all preliminary and final subdivision plats and all site plans and construction plans presented after the effective date of this Agreement. All facilities, required to provide a secondary water system, to all Use Areas, shall be constructed and installed in each subdivision or site plan area concurrent with the construction of other improvements in such subdivision and site plan improvements. Tooele Associates shall be required to comply with all State of Utah requirements for the provision of this service.

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B. Purchase of Wastewater Treatment Plant Effluent. Tooele Associates shall purchase from the City all treated wastewater generated by the new wastewater treatment plant for a minimum period of twenty (20) years with four (4), 5 year options to renew. The initial purchase rate for treated wastewater will be \$6 per acre foot. Future adjustments to the purchase price, in accordance with the Land Application Agreement/Funding Agreement, Exhibit N, will be adjusted to two point one two percent (2.12%) of the then existing, lowest Tooele City culinary water rate. Such water shall be used for irrigation purposes, first on the Golf Course area, then elsewhere within or outside the Overlake Project Area.

If Tooele Associates is unable or unwilling to purchase all of the treated wastewater produced by the new treatment plant, Tooele Associates shall install an outfall line to Six Mile Creek, or provide other facilities acceptable to the City, and the State of Utah, necessary and required to discharge all wastewater from the new treatment plant. Tooele Associates shall bear all costs associated with, and necessary to provide the required treatment plant discharge facilities. The City shall cooperate with Tooele Associates, as necessary, to obtain all necessary rights-of-way located outside the Overlake Project Area, including if necessary, and as mutually agreed by the City and Tooele Associates, the exercise of eminent domain by the City to insure the installation of an outfall line to Six Mile Creek, or provide other facilities acceptable to the City, and the State of Utah, necessary and required to discharge treatment plant wastewater. All costs incurred by the City to secure the necessary Rights-of-Way for the installation of an outfall line to Six Mile Creek, or provide other facilities acceptable to the City, and the State of Utah, shall be the obligation of Tooele Associates.

C. Payment of Culinary Water Impact Fees. All preliminary and final subdivision plats and all site plan approvals, presented after the effective date of this Agreement, shall be subject to the payment of Culinary Water Impact Fees and Water Connection Fees, in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

D. Required Improvements. Tooele Associates shall construct and provide all necessary culinary water facilities and improvements, including but not limited to all distribution lines within the Overlake Project Area, in compliance with the requirements of the City, in effect at the time of approval of all preliminary and final subdivision plats and site plans.

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E. Ownership of Secondary Water System Facilities. All facilities necessary to provide a secondary water system for irrigation purposes to all Use Areas, installed by Tooele Associates and within the Overlake Project Area, shall be owned, operated and maintained by Tooele Associates. The secondary water system facilities owned, operated, and maintained by Tooele Associates shall not include the following facilities; the existing City wastewater treatment plant, the new City Wastewater treatment plant, any advanced wastewater treatment facilities, any interceptor or collection facilities carrying wastewater from the existing plant to the new wastewater treatment plant, all ponds constructed to store and circulate treated wastewater, and all facilities for the distribution of treated wastewater between storage ponds.

F. Extension of Main Trunk Line. As required by Section V.1.D of this Agreement, the City and Tooele Associates shall work cooperatively together to design and construct the extension of culinary water main lines from the existing City service to the new City wastewater treatment plant, as identified. Tooele Associates shall bear one-half of the costs incurred of such design and construction.

G. Water Quality Standards. Tooele Associates shall comply with all applicable local, state and federal laws and regulations for water quality standards and controls. The culinary and secondary water systems described in the Agreement shall operate independently and their respective waters shall not be permitted to intermingle.

## VI. SANITARY SEWER SERVICE AND FACILITIES

### 1. City Obligations.

A. Sanitary Sewer Service. The City will provide to all residential and nonresidential use areas, identified on the Development Plan, sanitary sewer service at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

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FINAL AGREEMENT (12/18/97)

B. Construction of New Wastewater Treatment Plant. The City will pursue the design and construction of a new wastewater treatment plant, located as generally identified in Exhibit B. The City shall bear all costs associated with the design and construction of the new wastewater treatment plant, including advanced treatment facilities and all storage ponds required to receive treatment plant effluent. If the City does not construct a wastewater treatment plant, on the area provided for this purpose by Tooele Associates, the ownership of this area shall revert to Tooele Associates.

2. Tooele Associates Obligations.

In recognition and consideration for the City's willingness to provide the sanitary sewer service necessary to meet the demands of the Development Plan at build-out, Tooele Associates voluntarily agrees as follows;

A. Donation of Land to the City for a Treatment Plant. Tooele Associates has conveyed to the City, at no cost to the City, a thirty (30) acre parcel of land, located as generally identified on Exhibit B, for the construction of a wastewater treatment plant.

B. Easements. Tooele Associates will grant to the City, at no cost to the City, all easements, within the Overlake Project Area, determined necessary by the City, for the construction and operation of the wastewater treatment plant, to be located generally as shown on Exhibit B, including easements necessary for the installation and maintenance of all wastewater collection lines, located within the Overlake Project Area.

C. Payment of Sewer Impact Fees. All preliminary and final subdivision plats and all site plan approvals, presented after the effective date of this Agreement, are subject to the payment of Sewer Impact Fees and Sewer Connection Fees, in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

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D. Lift Stations. To provide the necessary and required sanitary sewer service to all residential and nonresidential uses, Tooele Associates may be required, in certain areas of the Overlake Project Area to install and maintain sanitary sewer lift stations. Any lift stations required to provide sewer service to areas of the Overlake Project Area shall be the responsibility of Tooele Associates. All such facilities shall be owned and remain the responsibility of Tooele Associates for their continued operation and maintenance and will not be considered a part of the City's wastewater collection system. This section does not create or amend, and shall not be construed to create or amend, any established City policy(ies).

E. Required Improvements. Tooele Associates shall construct and provide sufficient and necessary sewer collection facilities and improvements, including but not limited to, sewer collection lines on the Overlake Project Area in compliance with the requirements of the City, in effect at the time of all preliminary and final subdivision plats and all site plan approvals.

## VII. TRANSPORTATION FACILITIES AND CIRCULATION SYSTEM

### 1. City Obligations.

A. Transportation Facilities. The City will provide to all residential and nonresidential use areas, identified on the Development Plan, transportation service at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

B. Streets Plan. The Overlake Development Plan has as a central design element, a layout of roads and streets that seeks to; minimize the use of the private automobile, slow and reduce traffic through residential areas, locate high traffic generating uses to the Highway Commercial Use Area, and encourage other forms of transportation, including walking and bicycling. In support of these objectives, and with a goal of encouraging a residential and commercial environment with a reduced dependence on the private automobile, the City accepts the layout of "Collector" and "Sub-Collector" streets as identified on Exhibit B, consistent with the City's adopted Transportation Master Plan, as the accepted Streets Plan for the Overlake Project Area.

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C. Street Rights-of-Way. The City shall cooperate with Tooele Associates, as necessary, to obtain all necessary rights-of-way located off the Overlake property, including if necessary, and as mutually agreed by the City and Tooele Associates, the exercise of eminent domain by the City to insure the desired location of "Collector" streets, as identified on Exhibit B.

D. Street Design. The City accepts the Street Design, as contained and provided in Exhibit O, attached hereto, as the Standards for Street Design for all "Collector," and "Sub-Collector" Streets for the Overlake Project Area.

2. Tooele Associates Obligations.

In recognition and consideration for the City's willingness to provide the transportation service necessary to meet the demands of the Overlake Project Area at build-out, Tooele Associates voluntarily agrees as follows:

A. Streets Plan. Overlake shall construct and provide all "Collector" and "Sub-Collector" streets, at no cost to the City, in conformity with the adopted Overlake Streets Plan as identified on the Development Plan, Exhibit B, as the streets plan for the Overlake Project Area.

B. Streets Rights-of-Way. Tooele Associates shall cooperate with the City, as necessary, to obtain all necessary rights-of-way located off the Overlake property, including if necessary, and as mutually agreed by the City and Tooele Associates, the exercise of eminent domain by the City to insure the desired location of "Collector" streets, as identified on the Development Plan, Exhibit B. All costs incurred by the City to secure the necessary street rights-of-way shall be the obligation of Tooele Associates.

C. Reimbursement Agreements. Tooele Associates, in partnership with adjoining landowners, or acting alone, will construct all required "Collector" streets as identified on Exhibit B. The City has an established procedure, provided in Title 7, Chapter 19, Tooele City Code, for the equitable distribution of utility and infrastructure development costs. Tooele Associates has the opportunity and responsibility to apply to the City, and follow the procedures of the City, for the equitable sharing of all costs associated with the acquisition and construction of "Collector" streets.

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D. Overlake Participation in Off-Site Road Facilities. In recognition and consideration that the City will be required to construct and provide storage ponds and lagoons, to be provided at a cost to the City and required to receive and hold treated wastewater from the new wastewater treatment plant, and necessary to provide sewer service and treated wastewater for irrigation purposes to the Overlake Project Area, Tooele Associates will participate with the City to provide required off-site transportation improvements, including required improvements to 1000 North Street. Tooele Associates shall reimburse the City for the total cost incurred by the City to design, construct and equip all storage ponds and lagoons, located in the Overlake Project Area. Such reimbursement shall be made according to a reasonable schedule, as determined by the City, for City transportation and road construction projects and/or City bond obligations related to financing of the wastewater treatment plant and storage ponds.

E. Required Improvements. Tooele Associates shall construct and provide sufficient and necessary transportation facilities, including but not limited to all streets and roads on the Overlake Project Area in compliance with the requirements of the City, in effect at the time of all preliminary and final subdivision plats and all site plan approvals.

### VIII. FLOOD CONTROL FACILITIES

#### 1. City Obligations.

A. Flood Control Facilities. The City will provide to all residential and nonresidential use areas, identified on Exhibit B, flood control services at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

#### 2. Tooele Associates Obligations.

A. Required Flood Control Facilities. Tooele Associates shall construct and provide sufficient all flood control facilities necessary to serve the Overlake Project Area in compliance with the requirements of the City or Tooele County in effect at the time of approval of all preliminary and final subdivision plats and site plans.

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**IX. POLICE AND FIRE PROTECTION**

1. City Obligation.

A. The City will provide to all residential and nonresidential use areas, identified on Exhibit B, police and fire protection services at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

2. Tooele Associates Obligations.

In recognition and consideration that the City will be required to provide police and fire protection services to the Overlake Project Area, Tooele Associates voluntarily agrees as follows;

A. Public Safety Facilities Site. Tooele Associates will deed, at no cost to the City, a site of 2.5 acres, located in the Overlake Project Area, for the construction of police and fire facilities. The exact location of the site shall be determined by the City, in its sole discretion, consistent with the Overlake Development Plan.

B. Payment of Public Safety Impact Fees. All preliminary and final subdivision plats and all site plan approvals are subject to the payment of Public Safety Impact Fees, in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

**X. PARK AND OPEN SPACE AREAS**

1. City Obligations.

A. Park Facilities. The City will provide to all residential and nonresidential use areas, identified on Exhibit B, park and recreational services at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

B. Use of Park and Recreation Impact Fees. As permitted, and as practical, the City will use Park and Recreation Impact Fees, imposed on all preliminary and final subdivision plats and all site plan approvals for areas within the Overlake Project Area, and collected at time of building permit issuance, to improve park areas located within the Overlake Project Area.

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2. Tooele Associates Obligations.

In recognition and consideration that the City will be required to provide and improve park and recreational amenities, as practical, within the Overlake Project Area, Tooele Associates voluntarily agrees as follows;

A. Park Sites. Tooele Associates will provide and dedicate to the City, at a total cost to the City of \$5,000 per acre, 150 acres of land within the Overlake Project Area for parks, including regional and neighborhood parks, at locations and sizes as determined appropriate by the City, in its sole discretion, but as generally identified on Exhibit B.

B. Golf Course. To add open space amenity to the Overlake Project Area, and to provide a special use park, Tooele Associates will construct a Golf Course, to be available to the public (including residents of the City and others) but privately owned and operated, on approximately 258 acres, at the location as generally identified on Exhibit B.

C. Payment of Park and Recreation Impact Fees. All preliminary and final subdivision plats and all site plan approvals are subject to the payment of Park Facility Impact Fees, in effect and generally applicable to other development within the City, payable at the time of building permit issuance.

**XI. PUBLIC FACILITIES AND AMENITIES**

1. City Obligations.

A. Public Facilities and Amenities. The City will provide to all residential and nonresidential use areas, identified on Exhibit B, public facilities and services at a level generally provided to other areas of the City, subject to Tooele Associates obligations as set forth herein.

2. Tooele Associates Obligations.

In recognition and consideration that the City will be required to provide public facilities and services to the Overlake Project Area, Tooele Associates voluntarily agrees as follows;

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## FINAL AGREEMENT (12/18/97)

A. Public Facility Sites. Tooele Associates will deed to the City, at no cost to the City, a site, or sites, of a total of seven (7) acres, at locations and sizes as determined appropriate by the City, in consultation with Tooele Associates, for the provision of public facilities as determined necessary by the City.

B. School Sites. As identified generally on Exhibit B, Tooele Associates will set aside for purchase by the Tooele County School District, at prices to be negotiated, sites for; one (1) High School of 41 acres, one (1) Institute site, of six (6) acres, the exact location to be identified, one (1) middle school, of twenty (20) acres, and three (3) elementary school sites of ten (10) acres each.

C. Revision to Proposed Locations of Schools and Churches. As the location of school and church sites is a central design feature of the Overlake Development Plan, any revisions to proposed school or church locations shall be considered an amendment to the Overlake Development Plan, and this Agreement, and will be reviewed and considered by following the procedures for Amendment, as identified herein. However, the siting and location of additional schools and churches shall not require an amendment to the Overlake Development Plan, or this Agreement, but are required to comply with the approval procedures as identified in Section III(B) of this Agreement.

## XII. PARK, OPEN SPACE, TRAIL AND BUFFER AREA MAINTENANCE

### 1. City Obligations.

A. City Park, Open Space, Trail and Buffer Areas. For all Park, Open Space, Trail and Buffer Areas, dedicated or accepted by the City, the maintenance of these areas shall be the responsibility of the City.

### B. Establishment of the North Tooele City Special Maintenance Area/District.

The Overlake Development Plan identifies various areas of Park, Open Space, Trail and Buffer Areas. For areas that are not dedicated or accepted by the City, as part of its park system and for which City maintenance will be provided, these areas shall be maintained by the North Tooele City Special Maintenance Area or Maintenance District, whichever is most applicable

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FINAL AGREEMENT (12/18/97)

under the laws of the State of Utah. The City and Tooele Associates will cooperate together to establish the North Tooele City Special Maintenance Area/District. All costs incurred by the City to establish the North Tooele City Special Maintenance Area/District shall be the obligation of Tooele Associates.

2. Tooele Associates Obligations.

A. Park, Open Space, Trail and Buffer Areas. The maintenance of all Park, Open Space, Trail and Buffer Areas, not appropriate for dedication or acceptance by the City, for City provided maintenance, shall be the responsibility of the North Tooele City Special Maintenance Area/District. All property and property-owners within the Overlake Project Area shall be included within, and subject to the requirements of the North Tooele City Special Maintenance Area/District.

B. Establishment of North Tooele City Special Maintenance Area/District. The Overlake Development Plan identifies various areas of Park, Open Space, Trail and Buffer Areas. For areas not dedicated or accepted by the City, for City provided maintenance, these areas shall be maintained by the North Tooele City Special Maintenance Area or Maintenance District, whichever is most applicable under the laws of the State of Utah. The City and Tooele Associates shall cooperate together to establish the North Tooele City Special Maintenance Area/District. All costs incurred by the City to initially establish the North Tooele City Special Maintenance Area/District shall be the obligation of Tooele Associates.

**XIII. TIMING OF TOOEE ASSOCIATES DEDICATIONS, PROVISION OF EASEMENTS, LAND DONATIONS, OTHER ACTIONS**

All dedications, easements, and land donations, included within a subdivision plat or site plan and required by Tooele Associates in favor of the City, under the terms of this Agreement, shall be provided to the City, at the time of final plat or site plan approval, or if required earlier by the City then within sixty (60) days from the date of notification as provided by the City to Tooele Associates. With respect to land donations provided earlier than final plat or site plan approval, the City shall commence site design and site improvements within 180 days from the date of receipt of such lands.

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FINAL AGREEMENT (12/18/97)

**XIV. ANNEXATION AGREEMENT AND LAND APPLICATION AGREEMENT/FUNDING AGREEMENT TO REMAIN IN EFFECT**

By way of an Annexation Agreement, executed on the 15th day of November, 1995, attached hereto, as Exhibit M, the City agreed to annex portions of the Overlake Project Area, and owned by Tooele Associates, to within the corporate boundaries of the City. The Annexation Agreement, Exhibit M, is incorporated herein by reference, and all terms and obligations of said Agreement, shall remain in effect, except as modified by this Agreement.

By way of a Land Application Agreement/Funding Agreement, executed on the 1st day of June, 1996, attached hereto, as Exhibit N, the City and Tooele Associates entered into an Agreement related to the construction and funding of a wastewater treatment facility, the purchase of wastewater effluent discharged from the wastewater facility, and other items. The Land Application Agreement/Funding Agreement, Exhibit N, is incorporated herein by reference, and all terms and obligations of said Agreement shall remain in effect, except as modified by this Agreement.

**XV. FURTHER ASSURANCES**

Each party hereto shall take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement will be carried out by each party as allowed by law.

**XVI. RESERVED LEGISLATIVE POWERS**

Nothing in this Agreement shall limit the future exercise of the police power by the City in enacting zoning, subdivision, development, policies, ordinances and other regulations after the effective date of this Agreement, provided, however, that in no case shall the future exercise of the City in enacting said ordinances and regulations limit or change in any manner the allowed density, uses, configuration, and rights granted by this Agreement. Tooele Associates understands that they are required to comply with future changes, amendments or revisions to City ordinances and regulations which do not change the use, density and configuration, as identified by this Agreement, for the Overlake Project Area.

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This Agreement shall be recorded against the property described in Exhibit A hereto and shall be deemed to run with the land.

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FINAL AGREEMENT (12/18/97)

If the City, in its legislative power, imposes a Moratorium on development for a compelling and countervailing public purpose, all obligations required by Tooele Associates, under the terms of this Agreement, shall be suspended and held in abeyance for the duration of the Moratorium, as enacted by the City.

**XVII. COMPLIANCE WITH THE TOOELE CITY REQUIREMENTS AND STANDARDS**

Tooele Associates expressly acknowledge that nothing in the Agreement shall be deemed to relieve Tooele Associates from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Overlake Project Area, in effect at the time of development approval, including the payment of fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of the City.

**XVIII. ASSIGNMENT**

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement, and without the prior written consent of the City, which shall not be unreasonably withheld. Said assignments shall be subject to review by the City which is intended to provide that the assignee is of sufficient financial ability to assume the provisions, terms, and conditions of this Agreement. If the City determines that the assignee does not have sufficient financial ability to assume and fully carry out the provisions, terms and conditions of this Agreement, a portion of this Agreement may still be assigned but Tooele Associates shall remain responsible for the performance of all obligations of this Agreement.

The rights of the City under this Agreement shall not be assigned.

**XIX. AGREEMENT TO RUN WITH THE LAND**

This Agreement shall be recorded against the property described in Exhibit A hereto and shall be deemed to run with the land.

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FINAL AGREEMENT (12/18/97)

**XX. NO JOINT VENTURE, PARTNERSHIP OR THIRD PARTY RIGHTS**

This Agreement does not create and joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

**XXI. MERGER AND AMENDMENT**

This Agreement, together with all Exhibits hereto, which are incorporated herein by reference, constitutes the entire Agreement between the City and Tooele Associates and supersedes any prior understandings, agreements or representations verbal or written. This Agreement shall not be amended except in written form, signed and executed by the Mayor on behalf of the City, after approval by the City Council, and after the receipt of a Planning Commission recommendation for any amendments to Exhibits B – K, and by Tooele Associates through its authorized representative.

**XXII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

**XXIII. TERM OF AGREEMENT**

This Agreement shall be for a period of ten (10) years following the date of signing by the City and Tooele Associates, with an option to extend the Agreement for an additional ten (10) years if the terms of the Agreement have been substantially complied with, unless the Agreement is terminated earlier or its term modified by amendment to this Agreement, as provided herein.

**XXIV. SEVERABILITY**

If any part or provision of this Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction such adjudgement shall not affect any other parts or provisions of this Agreement all of which shall remain in full force and effect.

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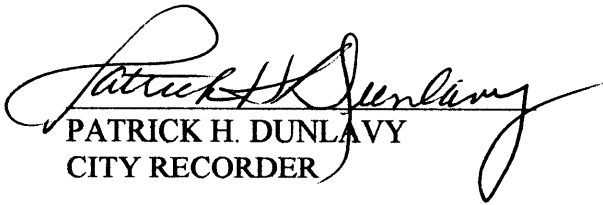


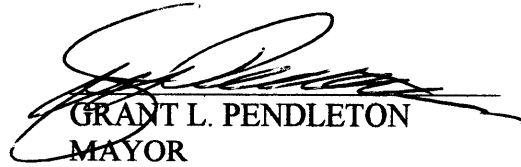
FINAL AGREEMENT (12/18/97)

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the day first written above.

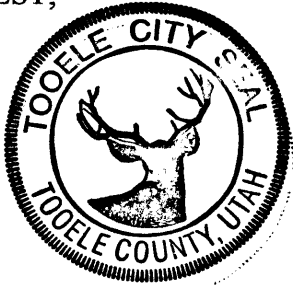
ATTEST:

TOOELE CITY CORPORATION:

  
PATRICK H. DUNLAVY  
CITY RECORDER

  
GRANT L. PENDLETON  
MAYOR

ATTEST;



TOOELE ASSOCIATES  
LIMITED PARTNERSHIP,  
A Washington Limited Partnership:

  
DREW D. HALL  
GENERAL PARTNER

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FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBITS TO  
OVERLAKE DEVELOPMENT AGREEMENT**

<u>EXHIBIT</u>	<u>DESCRIPTION OF EXHIBIT</u>
A	Overlake Project Area
B	Overlake Development Plan Layout/Configuration and Area Use Intent Summary
C	Table of Uses for Residential Use Areas
D	Table of Uses for Commercial, Mixed Use and Open Space Use Areas
E	Table of Allowed Density for Residential Use Areas
F	Table of Minimum Site Planning and Development Standards for Residential Use Areas
G	Table of Minimum Site Planning and Development Standards For Commercial, Mixed Use and Open Space Use Areas
H	Table of Minimum Residential Dwelling Unit Size
I	Table of Off-Street Parking Requirements
J	Overlake Architectural Design Standards/Review Process and Landscape Standards
K	Interpretation of Use Area Boundaries and Allowed Uses
L	Overlake Phasing Schedule
M	Annexation Agreement
N	Land Application Agreement/Funding Agreement
O	Standards for Street Design
P	Tooele Associates Letter of Standing

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FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT A  
OVERLAKE PROJECT AREA LEGAL DESCRIPTION**

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## EXHIBIT 'A'

PARCEL I: A parcel of land situate within the West half and the Northeast quarter of Section 16 and within Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at the Southwest corner of said Section 16; and running thence North  $89^{\circ}43'05''$  East along the South line of said Section 16, 391.88 feet to a point which intersects the Northwesterly right-of-way line of the Union Pacific Railroad; thence along said railroad right-of-way line, North  $44^{\circ}40'04''$  East, 1350.74 feet; thence North  $45^{\circ}20'08''$  West 642.00 feet; thence North  $44^{\circ}39'52''$  East 2188.21 feet to the beginning of a curve to the left, said curve having a delta angle of  $44^{\circ}53'29''$  and a radius of 843.00 feet (chord bears North  $22^{\circ}13'07''$  East, 643.73 feet); thence along the arc 660.49 feet to the point of tangency; thence North  $0^{\circ}13'38''$  West 873.25 feet; thence North  $89^{\circ}42'18''$  East, 1449.08 feet; thence North  $23^{\circ}20'19''$  East, 873.24 feet to a point which intersects the Southerly right-of-way line of 2000 North Street, said point lies 60.00 feet perpendiculary Southerly from the North line of said Section 16; thence South  $89^{\circ}42'18''$  West along a line parallel to the North line of said Section 16 and along the Southerly right-of-way line of said 2000 North Street, 1836.20 feet to a point in the center section line of said Section 16; thence South  $89^{\circ}50'26''$  West along said Southerly right-of-way line, 638.02 feet to the Northeast corner of Lot 15 of OVERLAKE ESTATES PHASE 1A SUBDIVISION, according to the Official Plat thereof; continuing thence along said Southerly right-of-way line of 2000 North Street the following 10 courses: North  $82^{\circ}25'46''$  West, 78.44 feet; thence South  $89^{\circ}42'22''$  West 146.09 feet; thence South  $82^{\circ}56'33''$  West 44.98 feet; thence South  $89^{\circ}42'22''$  West 55.74 feet; thence North  $82^{\circ}56'32''$  West, 86.52 feet to the beginning of a non-tangent curve to the left, said curve having a delta angle of  $89^{\circ}56'00''$  and a radius of 25.00 feet (chord bears South  $44^{\circ}44'22''$  West, 35.33 feet); thence along the arc 39.24 feet; thence South  $89^{\circ}38'20''$  West, 59.98 feet to the beginning of a non-tangent curve to the left, said curve having a delta angle of  $90^{\circ}04'00''$  and a radius of 25.00 feet (chord bears North  $45^{\circ}15'38''$  West, 35.38 feet); thence along the arc 39.30 feet; thence South  $78^{\circ}56'59''$  West 52.28 feet; thence South  $89^{\circ}42'22''$  West, 34.62 feet to the Northwest corner of Lot 43 of said Subdivision; thence North  $82^{\circ}42'39''$  West, 71.79 feet; thence South  $89^{\circ}48'46''$  West, 152.03 feet; thence South  $77^{\circ}29'09''$  West, 45.54 feet; thence North  $88^{\circ}56'51''$  West 69.98 feet; thence South  $89^{\circ}42'22''$  West, 245.69 feet; thence North  $85^{\circ}42'58''$  West, 100.18 feet; thence South  $89^{\circ}42'22''$  West, 118.02 feet to the beginning of a curve to the left, said curve having a delta angle of  $89^{\circ}56'46''$  and a radius of 25.00 feet (chord bears South  $44^{\circ}43'59''$  West 35.34 feet); thence along the arc, 39.25 feet; thence South  $83^{\circ}09'43''$  West 60.40 feet to the beginning of a non-tangent curve to the left, said curve having a delta angle of  $90^{\circ}03'14''$  and a radius of 25.00 feet (chord bears North  $45^{\circ}16'01''$  West, 35.37 feet); thence along the arc, 39.29 feet to the point of tangency; thence South  $89^{\circ}42'22''$  West 280.11 feet; thence North  $87^{\circ}31'20''$  West, 141.57 feet to the beginning of a non-tangent curve to the left, said curve having a delta angle of  $89^{\circ}57'04''$  and a radius of 25.00 feet (chord bears South  $44^{\circ}43'50''$  West, 35.34 feet); thence along along the arc, 39.25 feet; thence crossing from said Section 16 into said Section 17, South  $89^{\circ}40'17''$  West 84.01 feet to the beginning of a non-tangent curve to the left, said curve having a delta angle of  $90^{\circ}03'24''$  and a radius of 25.00 feet (chord

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bears North 45°16'06" West 35.37 feet); thence along the arc, 39.29 feet to the point of tangency, said point lies 42.00 feet perpendicularly Southerly from the North line of said Section 17; thence South 89°42'12" West parallel to the North line of said Section 17, 856.99 feet to the beginning of a curve to the left, said curve having a delta angle of 89°56'54" and a radius of 25.00 feet (chord bears South 44°43'45" West 35.34 feet); thence along the arc, 39.25 feet; thence South 89°39'37" West 60.00 feet to the beginning of a non-tangent curve to the left, said curve having a delta angle of 90°03'06" and a radius of 25.00 feet (chord bears North 45°16'15" West, 35.37 feet); thence along the arc, 39.29 feet to the point of tangency; thence continuing on a parallel line with said section line, South 89°42'12" West 1286.67 feet to the beginning of a curve to the left, said curve having a delta angle of 90°00'00" and a radius of 25.00 feet (chord bears South 44°42'12" West, 35.36 feet); thence along the arc, 39.27 feet to the point of tangency; thence South 0°17'48" East 352.60 feet to the beginning of a curve to the right, said curve having a delta angle of 15°45'18" and a radius of 1030.00 feet (chord bears South 7°34'51" West, 282.33 feet); thence along the arc, 283.22 feet to the beginning of a reverse curve to the left, said curve having a delta angle of 15°42'11" and a radius of 970.00 feet (chord bears South 7°36'24" West, 265.02 feet); thence along the arc, 265.85 feet to the point of tangency; thence South 0°14'42" East, 276.15 feet; thence North 89°42'12" East 1319.61 feet; thence South 0°17'48" East, 150.16 feet; thence South 6°32'25" West 503.42 feet; thence South 89°42'12" West, 1488.73 feet to a point which intersects the center section line of said Section 17; thence continuing South 89°42'12" West 677.24 feet; thence South 0°16'11" East, 3396.48 feet to a point which intersects the South line of said Section 17; thence North 89°43'49" East along said South section line, 676.57 feet to the South quarter corner of said Section 17; thence North 89°43'19" East along the South line of said Section 17, 2647.21 feet to the Southeast corner of said Section 17 and the point of beginning.

This legal description includes OVERLAKE ESTATES PHASE 1-B SUBDIVISION, A Subdivision of Tooele City, according to the Official Plat thereof, recorded in the Office of the County Recorder of Tooele County, Utah.

EXCEPTING THEREFROM, all roads.

EXCEPTING THEREFROM, OVERLAKE ESTATES 1-A SUBDIVISION, A Subdivision of Tooele City, according to the Official Plats thereof, recorded in the Office of the County Recorder of Tooele County, Utah.

ALSO EXCEPTING THEREFROM, a parcel of land deeded to MOUNTAIN FUEL SUPPLY COMPANY, described as follows:

Beginning at a point South 89°42'18" West 850.47 feet along the section line and South 313.98 feet from the Northeast corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence South 81°04'10" East 40.00 feet; thence South 8°47'40" West 70.00 feet; thence North 81°04'10" West 40.00 feet; thence North 8°47'40" East 70.00 feet to the point of beginning.

Together with a right-of-way for ingress and egress described as follows:

Beginning at a point on the Southerly right-of-way line of 2000 North Street, South 89°42'18" West 1053.77 feet and South 0°17'42" East 60.00 feet from the Northeast corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base

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and Meridian; thence along said Southerly right-of-way line North  $89^{\circ}42'18''$  East 58.00 feet to the CUSP of a curve concave to the Southeast, said curve having a central angle of  $90^{\circ}$  and a radius of 25.00 feet (Chord bears South  $44^{\circ}42'18''$  West 35.36 feet); thence 39.27 feet along the arc of said curve; thence South  $0^{\circ}17'42''$  East 255.00 feet to the beginning of a curve to the left said curve having a central angle of  $90^{\circ}$  and a radius of 20.00 feet (Chord bears South  $45^{\circ}17'42''$  East 20.20 feet); thence 31.42 feet along the arc of said curve; thence North  $89^{\circ}42'18''$  East 104.51 feet to the beginning of a curve to the left, said curve having a central angle of  $80^{\circ}54'38''$  and a radius of 20.00 feet (Chord bears North  $49^{\circ}14'59''$  East 25.95 feet); thence 28.24 feet along the arc of said curve; thence North  $8^{\circ}47'40''$  East 27.75 feet to the beginning of a curve to the right, said curve having a central angle of  $90^{\circ}08'10''$  and a radius of 5.00 feet (Chord bears North  $53^{\circ}51'45''$  East 7.00 feet); thence 7.87 feet along the arc of said curve; thence South  $81^{\circ}04'10''$  East 14.68 feet; thence South  $8^{\circ}47'40''$  West 100.00 feet; thence North  $81^{\circ}04'10''$  West 23.00 feet to the beginning of a curve to the right, said curve having a central angle of  $89^{\circ}51'50''$  and a radius of 5.00 feet (Chord bears North  $36^{\circ}08'15''$  West 7.06 feet); thence 7.04 feet along the arc of said curve to the beginning of a curve to the left, said curve having a central angle of  $99^{\circ}05'22''$  and a radius of 20.00 feet (Chord bears North  $40^{\circ}45'01''$  West 30.44 feet); thence 34.59 feet along the arc of said curve; thence South  $89^{\circ}42'18''$  West 85.61 feet to the beginning of a curve to the left, said curve having a central angle of  $90^{\circ}$  and a radius of 20.00 feet (Chord bears South  $44^{\circ}42'18''$  West 28.28 feet); thence 31.42 feet along the arc of said curve; thence South  $89^{\circ}42'18''$  West 33.00 feet; thence North  $0^{\circ}17'42''$  West 340.00 feet to the point of beginning.

Also property located in Northeast quarter of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; Beginning at a point South  $89^{\circ}42'18''$  West 850.47 feet along the section line and South 313.98 feet and South  $81^{\circ}04'10''$  East 24.00 feet from the Northeast corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence North  $8^{\circ}47'40''$  East 261.10 feet to the South line of 2000 North Street; thence North  $89^{\circ}42'18''$  East 16.20 feet along said South line of 2000 North Street; thence South  $8^{\circ}47'40''$  West 263.70 feet; thence North  $81^{\circ}04'10''$  West 16.00 feet to the point of beginning.

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## EXHIBIT 'A'

## PARCEL II

That portion of the following described property lying within the bounds of the Northwest quarter of the Northeast quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian: Beginning at the East quarter corner of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence North  $89^{\circ}33'03''$  West 1322.97 feet to the Northeast corner of the Northwest quarter of the Southeast quarter of Section 18; thence South  $0^{\circ}26'48''$  West 2641.53 feet to the Southeast corner of the Southwest quarter of the Southeast quarter of Section 18; thence along the South line of said Section 18 North  $89^{\circ}32'28''$  West 1322.38 feet to the South quarter corner of said Section 18; thence continuing along the said South line North  $89^{\circ}32'28''$  West 769.09 feet to the East line of State Highway at a point on the arc of a 17,221.80 foot radius curve to the left; thence along the arc of said 17,221.80 foot radius curve a distance of 446.44 feet (long chord bears North  $33^{\circ}27'56''$  West 446.43 feet); thence continuing along said East line of said Highway North  $34^{\circ}12'30''$  West 338.7 feet, more or less, to the Southwest corner of the property deeded by Warranty Deed dated January 12, 1984 and recorded January 16, 1984 as Entry No. 360368, in Book 217 at Page 204, of Official Records; thence along the South line of said parcel South  $89^{\circ}34'32''$  East 1207.60 feet, more or less, to the East line of the West half of said Section 18; thence North  $0^{\circ}26'01''$  West 3670.95 feet, more or less, along said East line to the South right of way line of the Western Pacific Railroad; thence along said South line South  $66^{\circ}23'01''$  East to a point that is on the East line of said Section 18 and North  $0^{\circ}27'35''$  East 557.1 feet, more or less, from the point of beginning; thence South  $0^{\circ}27'35''$  West 557.1 feet, more or less, to the point of beginning.

## PARCEL III

Beginning at the Northwest corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence along the North line of said Section 16, South  $89^{\circ}33'38''$  East 2643.91 feet to the North quarter corner of said Section 16; thence continuing along said North line South  $89^{\circ}33'38''$  East 1862.58 feet to the West line of the State Highway; thence along said West line as follows: South  $24^{\circ}17'55''$  West 56.66 feet; thence North  $88^{\circ}59'10''$  East 60.97 feet; thence South  $7^{\circ}17'24''$  West 706.15 feet; thence North  $82^{\circ}42'36''$  West 20.00 feet; thence South  $7^{\circ}17'24''$  West 496.96 feet to the North line of the Union Pacific Railroad right of way; thence along said North line of the Union Pacific Railroad as follows: South  $44^{\circ}40'04''$  West 869.91 feet; thence South  $45^{\circ}19'56''$  East 20.00 feet; thence South  $44^{\circ}40'04''$  West 1059.18 feet to the South line of the Southwest quarter of the Northeast quarter of said Section 16; thence along said South line North  $89^{\circ}38'07''$  West 409.28 feet to the Southwest corner of said Southwest quarter of the Northeast quarter; thence along the East line of the Northeast quarter of the Southwest quarter of said Section 16 South  $0^{\circ}30'37''$  West 420.50 feet to said North line of the Union Pacific Railroad right of way; thence along said North line of the Union Pacific Railroad as follows: South  $44^{\circ}40'04''$  West 1237.56 feet; thence North  $45^{\circ}19'56''$  West 20.00 feet; thence South  $44^{\circ}40'04''$  West 1888.05 feet to the South line of said Section 16; thence along said South line of Section 16 North  $89^{\circ}32'28''$  West 450.73 feet to the Southwest corner of said Section 16;

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thence North  $89^{\circ}32'28''$  West 2647.12 feet to the South quarter corner of Section 17, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along the South line of said Section 17 North  $89^{\circ}32'28''$  West 1323.56 feet to the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 17; thence along the West line of said Southeast quarter of the Southwest quarter North  $0^{\circ}28'05''$  East 1203.08 feet to the East line of the Western Pacific Railroad right of way; thence along said East line as follows:

North  $1^{\circ}05'54''$  East 535.64 feet to a point of curvature of a 1488.21 foot radius curve to the left; thence along the arc of said 1488.21 foot radius curve to the left 149.86 feet (long chord bears North  $1^{\circ}47'09''$  West 149.79 feet) to the West line of the Northeast quarter of the Southwest quarter of Section 17; thence along said West line of the Northeast quarter of the Southwest quarter of Section 17 North  $0^{\circ}28'05''$  East 753.61 feet to the Northwest corner of said Northeast quarter of the Southwest quarter of said Section 17; thence along the South line of the Northwest quarter of said Section 17 North  $89^{\circ}33'03''$  West 287.11 feet to the North line of said Western Pacific Railroad right-of-way at a point on a 1488.21 foot radius curve to the left; thence along the arc of said 1488.21 foot radius curve to the left 786.37 feet (long chord bears North  $51^{\circ}14'45''$  West 777.24 feet); thence continuing along said North line of the Western Pacific Railroad North  $66^{\circ}23'01''$  West 4784.87 feet to the West line of the Northeast quarter of the Northwest quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said West line of the Northeast quarter of the Northwest quarter North  $0^{\circ}25'28''$  East 276.87 feet to the South line of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence along said South line of Section 7 South  $89^{\circ}33'38''$  East 1325.54 feet to the South quarter corner of said Section 7; thence North  $0^{\circ}25'43''$  East 1320.69 feet to the Northwest corner of the Southwest quarter of the Southeast quarter of said Section 7; thence South  $89^{\circ}34'01''$  East 2646.43 feet to the Northeast corner of the Southeast quarter of the Southeast quarter of said Section 7; thence North  $0^{\circ}23'56''$  East 1320.96 feet to the West quarter corner of Section 8, Township 3 South, Range 4 West, Salt Lake Base and Meridian; thence North  $0^{\circ}23'56''$  East 2641.93 feet to the Northwest corner of said Section 8; thence South  $89^{\circ}35'04''$  East 2645.71 feet to the North quarter corner of said Section 8; thence along the North line of said Section 8 South  $89^{\circ}35'04''$  East 457.15 feet; thence South  $0^{\circ}21'36''$  West 1321.29 feet to the North line of the Southwest quarter of the Northeast quarter of said Section 8; thence South  $89^{\circ}34'43''$  East 2189.20 feet to the Northeast corner of the Southeast quarter of the Northeast quarter of said Section 8; thence along the East line of said Section 8 South  $0^{\circ}19'57''$  West 1321.51 feet to the East quarter corner of said Section 8; thence South  $0^{\circ}19'57''$  West 2643.02 feet to the point of beginning.

EXCEPTING THEREFROM, that portion lying within the bounds of the Southeast quarter of the Northeast quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM PARCEL I SHOWN ABOVE.

SUBJECT TO a County Road right of way as the same may be found to intersect said parcel as disclosed by the Official Plat Map on file in the Tooele County Recorder's Office.

EXCEPTING THEREFROM, THE FOLLOWING: Beginning at the Northwest corner of Section 8, Township 3 South, Range 4 West, Salt Lake Base and Meridian, a found Brass Cap Tooele County Survey Monument; and running thence North

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89°40'42" East along the Section line 62.00 feet to a point which lies 62.00 feet left of the Section line at Engineers Station 82+85.91, said point also lies on the Easterly right-of-way line of 1200 West Street; thence along said right-of-way South 00°21'41" East 2642.09 feet to a point on the Section line, said point lies 62.00 feet left at Engineers Station 109+27.90; thence South 00°22'17" East along said Easterly right-of-way line 2580.09 feet to an intersection point of 1200 West Street right-of-way and 2000 North Street right-of-way; said parcel also being 62.00 feet left of the Section line at Engineers Station 135+08.09 1200 West Street=Station 47+04.79 2000 North Street; thence North 89°41'45" East along said Northerly right-of-way of 2000 North Street 2586.50 feet, said point also lies 62.00 feet left of the South quarter corner of Section 8, at Engineers Station 72+51.29; thence North 89°42'12" East along said Northerly right-of-way line 2648.88 feet to a point on the Section line, said point lies 62.00 feet left of the Section line at Engineers Station 108+00.24; thence South 00°22'31" East along said Section line 62.00 feet to the Southeast corner of Section 8, a found Brass Cap, said point also lies on the North boundary line of Overlake Estates Phase 1B, Subdivision; thence South 89°42'12" West along the Section line 62.00 feet to a point which lies on the West boundary line of said Subdivision; thence South 00°14'42" East 62.00 feet to a point on the Southerly right-of-way line of 2000 North Street and the Westerly boundary line of Overlake Estates Phase 1B Subdivision, said point also lies 62.00 feet right of the Section line at Engineer Stations 99+38.19; thence South 89°42'12" West along the Southerly right-of-way line of 2000 North Street 2586.90 feet to a point which lies on the Section line, said point also lies 62.00 feet right of the Section line at Engineers Station 73+51.28; thence South 89°41'45" West along said Southerly right-of-way 2648.44 feet; thence South 89°42'30" West 42.00 feet to a point of intersection on the Southerly right-of-way of 2000 North Street and the Westerly right-of-way line of 1200 West Street; thence North 00°17'07" West along the Westerly right-of-way line 62.00 feet to a point on the Section line, said point also lies 42.00 feet right of the Section line at Engineers Station 135+69.96; thence North 00°22'17" West along the Westerly right-of-way line of 1200 West Street 1321.04 feet to a point which lies 42.00 feet right of the Section line at Engineers Station 122+48.92; thence North 89°42'06" East 42.00 feet to a point which lies on the Section line; thence North 00°22'17" West along the said Section line 1321.04 feet along the Section line to a point which lies on the West quarter corner of Section 8, a found brass cap, said point also at Engineers centerline station 109+27.90; thence North 00°21'41" West along the Section line 2642.07 feet to the point of beginning.

EXCEPTIONG THEREFROM, THE FOLLOWING:

Beginning at the West quarter of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian, a found Brass Cap, Tooele County Survey Monument; and running thence North 89°33'02" East 62.00 feet along the quarter Section line to a point which lies on the Easterly right-of-way line of 1200 West Street; said point also lies 62.00 feet left of the Section line at Engineers Station 56+54.58; thence South 00°17'51" East 2631.36 feet along said Easterly right-of-way line of 1200 West to the Southeast corner of said parcel; thence South 89°40'42" West 62.00 feet along the Section line to the Southwest corner of said Section 5; thence North 00°17'51" West 2631.22 feet along said Section line to the point of beginning.

PARCEL IV

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The Southwest quarter of Section 4, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING, the South 110 feet thereof.

ALSO, LESS AND EXCEPTING THE FOLLOWING: Beginning at a point which is East 33 feet and South 100 feet from the Northwest corner of the Southwest quarter of the Southwest quarter of Section 4, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence East 200 feet; thence South 200 feet; thence West 200 feet; thence Northerly parallel to the Section line 200 feet to the point of beginning.

PARCEL V

The South half of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THE FOLLOWING: Beginning at the Southeast corner of said Section 5; and running thence West 323.53 feet more or less; thence North 110 feet; thence East 323.53 feet; thence South 110 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM, THE FOLLOWING:

Beginning at the West quarter of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian, a found Brass Cap, Tooele County Survey Monument; and running thence North  $89^{\circ}33'02''$  East 62.00 feet along the quarter Section line to a point which lies on the Easterly right-of-way line of 1200 West Street; thence point also lies 62.00 feet left of the Section line at Engineers Station 56+54.58; thence South  $00^{\circ}17'51''$  East 2631.36 feet along said Easterly right-of-way line of 1200 West to the Southeast corner of said parcel; thence South  $89^{\circ}40'42''$  West 62.00 feet along the Section line to the Southwest corner of said Section 5; thence North  $00^{\circ}17'51''$  West 2631.22 feet along said Section line to the point of beginning.

PARCEL VI

The South half of the North half of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING that portion deeded to the Los Angeles and Salt Lake Railroad Company, a Utah Corporation, by Warranty Deed recorded April 15, 1985 as Entry No. 366891 in Book 227 at Page 996, more particularly described as follows: The North 200.0 feet of the South half of the North half of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

EXCEPTING THEREFROM, THE FOLLOWING: Part of the South half of the North half of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning on the West quarter corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence North  $00^{\circ}21'10''$  West 1127.36 feet along the West line of said Section 5 to the South line of the North 200.00 feet of the South half of the North half of said Section 5; thence North  $89^{\circ}36'50''$  East 1650.00 feet along said South line of the Northwesterly line of OVERLAKE ESTATES PHASE I; thence South  $40^{\circ}42'36''$  West 1494.93 feet along said Northwesterly line to the

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East-West quarter line of said Section 5; thence South 89°32'53" West 668.00 feet along said East-West quarter line to the point of beginning.

EXCEPTING THEREFROM, TOOELE CITY SEWER PLANT, MORE PARTICULARLY DESCRIBED AS FOLLOWS: A Parcel of land, located within the Northwest quarter corner of Section 5, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and being more particularly described as follows: Beginning at the West quarter corner of said Section 5, a found Tooele County Brass Cap; and running thence North 00°23'23" West (North 00°21'10" West Deed) along the West line of said Section 5, 1127.321 feet (1127.36 Deed), to the South line of the North 200.00 feet of the South half of the North half of said Section 5; thence North 89°36'50" East 1650.000 feet along said South line; thence South 40°41'21" West 1494.448 feet, (South 40°42'36" West 1494.93 feet Deed) to the East-West quarter line of said Section 5; thence South 89°33'02" West (South 89°32'53" West Deed), along said East-West quarter line 668.000 feet to the point of beginning.

#### PARCEL VII

The South half of the South half of Section 6, Township 3 South, Range 4 West, Salt Lake Base and Meridain.

EXCEPTING THEREFROM, THE FOLLOWING:

Beginning at the Southeast corner of Section 6, Township 3 South, Range 4 West, Salt Lake Base and Meridian, a found Brass Cap, Tooele County Survey Monument; and running thence South 89°40'54" West 42.00 feet along the Section line to the Southwest corner of said parcel being at Engineer's Station 82+85.89 42.00 feet right of Section line, said point also being on the Westerly right-of-way line of 1200 West Street; thence North 00°17'51" West 1315.63 feet along said Westerly right-of-way line of 1200 West Street to the Northwest corner of said parcel being at Engineer's Station 69+70.25 42.00 feet right of Section line; thence North 89°42'14" East 42.00 feet to a point on Section line being the Northeast corner of said parcel; thence South 00°17'51" East 1315.61 feet along said Section line to the point of beginning.

#### PARCEL VIII

The Northwest quarter of Section 7, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

#### PARCEL IX

The North half of the Northeast quarter of Section 8, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING THE FOLLOWING TWO PARCEL:

- A. The East 323.53 feet of said North half of the Northeast quarter.
- B. The West 457.15 feet, more or less, of said North half of the Northeast quarter.

#### PARCEL X

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Beginning at the North quarter corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence East 2163.53 feet; thence South 703.86 feet; thence West 34.89 feet; thence North 170.0 feet; thence West 1280 feet, more or less; thence North  $54^{\circ}11'45''$  West 1047.50 feet, more or less, to the point of beginning.

## PARCEL XI

Beginning 100 feet West, more or less, from the Northeast corner of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point also being on the West right-of-way line of Highway U-36; and running thence South  $6^{\circ}55'18''$  West along said West right-of-way line 320 feet; thence West 50 feet; thence South 75 feet; thence West 247.5 feet, more or less; thence South 264 feet; thence East 247.5 feet; thence South 60 feet; thence South  $6^{\circ}55'18''$  West 50 feet, more or less; thence West 292.39 feet, more or less; thence North 784.01 feet, more or less, to the North line of said Section 9; thence East 384.61 feet, more or less, to the point of beginning.

## PARCEL XII

Beginning at the center of Section 9, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence North 520.81 feet; thence East 1332.91 feet; thence North  $21^{\circ}51'55''$  East 973.65 feet, more or less; thence East 703.86 feet, more or less, to the West right-of-way line of Highway U-36; thence South  $6^{\circ}55'18''$  West 1479.675 feet; thence West along the South line of the Northeast quarter of said Section 9, 2222.8 feet, more or less, to the point of beginning.

## PARCEL XIII

The West half of the Southeast quarter of the Northwest quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian.

That portion of the Northeast quarter of the Northwest quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian, lying Southerly of the Western Pacific Railroad Right-of-Way.

ALSO: Beginning at a point on the North line of the Southwest quarter of Section 18, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which is also North  $00^{\circ}19'26''$  West 2641.32 feet along the East line of the Southwest quarter and South  $89^{\circ}42'33''$  West, more or less, 1325.14 feet (Northwest corner of the Northeast quarter of the Southwest quarter of said Section 18), from the South one quarter corner; and running thence North  $89^{\circ}42'33''$  East 326.14 feet; thence South  $00^{\circ}17'27''$  East 60 feet; thence South  $89^{\circ}42'33''$  West 1570.32 feet to a point on the East right-of-way line of said Utah State Highway 112; thence North  $34^{\circ}53'23''$  West 72.89 feet along said East line to a point on the North line of the Southwest quarter of said Section; thence North  $89^{\circ}42'33''$  East, more or less, 1285.56 feet along said North line to the point of beginning.

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EXHIBIT 'A'  
PARCEL XIV

A tract of land 20.0 feet square with the center located 198.00 feet West and 152.00 feet South of the Northeast corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, the East side of which has a bearing of North  $0^{\circ}03'09''$  East and the South side of which has a bearing of South  $89^{\circ}56'51''$  East.

TOGETHER WITH a Water Line Easement as follows: A perpetual easement to construct, reconstruct, operate, repair, replace and maintain a water line and appurtenant structures on, over, across and through a strip of land 20.0 feet wide, lying 10.0 feet on each side of and parallel and adjacent to an existing water line which runs from the well located at the center of the above described tract of land and connects to the water line described below.

ALSO TOGETHER WITH a perpetual easement to construct, reconstruct, operate, repair, replace and maintain a water line and appurtenant structures on, over, across and through a strip of land 20.00 feet wide, lying 10.00 feet on each side of and parallel and adjacent to the following described centerline: Beginning at a point which is West 200.27 feet and South 156.00 feet from the Northeast corner of Section 16, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running thence South  $82^{\circ}23'18''$  West 13.30 feet; thence North  $07^{\circ}45'13''$  West 109.77 feet; thence South  $88^{\circ}26'30''$  West 148.32 feet; said point being North  $89^{\circ}56'51''$  West 376.49 feet and South  $00^{\circ}03'09''$  West 53.45 feet from said Northeast corner of Section 16.

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FINAL AGREEMENT (12/17/97)

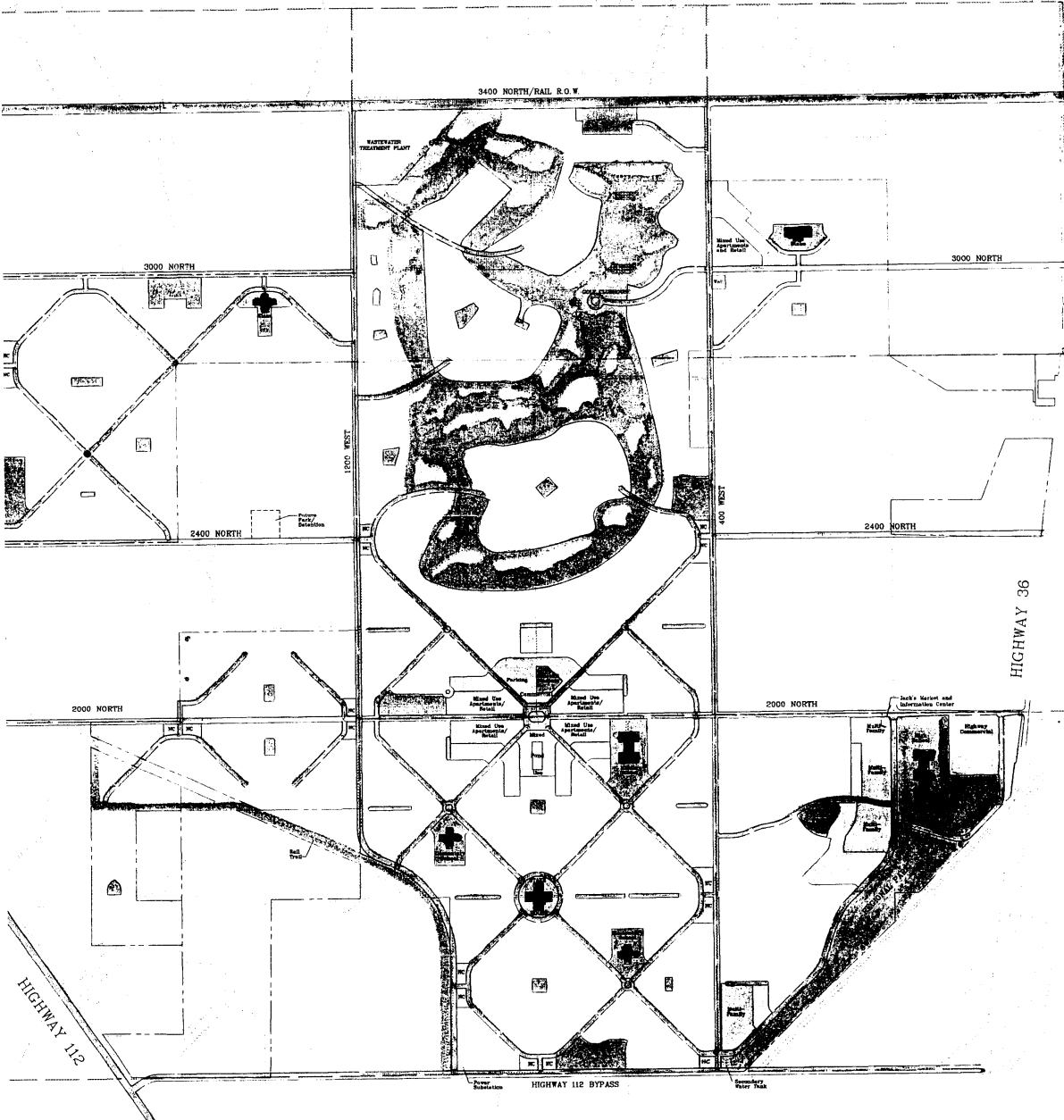
**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT B  
DEVELOPMENT PLAN LAYOUT / CONFIGURATION & INTENT SUMMARY**

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11-18-97



Created by Overlake Development Group  
Tooele, Utah

The Bumgardner Architects Planning, Architecture and Interior Design  
 Forsgren Associates Civil Engineering  
 The Berger Partnership Landscape Architecture



- Uses**
- Single Family
  - Single Family Zero Lot line
  - Multifamily
  - Mixed Use
  - Educational
  - Religious
  - Street R.O.W.
  - Neighborhood Commercial
  - Highway Commercial
  - Open Space, Parks, Golf Course

This conceptual master plan is under conceptual review and refinement, and is therefore subject to change and modification.



October 8, 1997

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11-18-97

Overlake Areas	Intent
Single Family	<p>Creation of quiet safe pedestrian oriented neighborhoods with a balanced mix of lot sizes that will encourage a heterogeneous mix of home owners comprising first time home owners, single persons, families and retirement age individuals.</p> <p>Within the Single Family Zone it is not intended to group same size lots in specific sub-zoned areas, but instead to remain flexible to meet demand as the development progresses.</p>
Single Family Zero Lot Line	Development of two or more attached housing units that have the feel of attached single family homes, specifically, providing individual garages and individual ground related entries.
Multifamily	<p>Creation of attractive attached housing located convenient to transportation, retail and services to minimize the need for an automobile and therefore the need for excessive parking lots. Provide a lower cost housing option in a high- density structure that provides the same sense of pride of home as a single family home. Encourage development in which parking is placed under buildings by allowing three stories of housing over a level of parking or retail.</p>
Neighborhood Commercial	Pedestrian oriented structures, housing a mix of uses that generate pedestrian activity and provide a broad range of goods and services needed by and targeted to mainly those living in the neighborhood but located on arterials such that economic vitality is insured by convenience to those outside the neighborhood.
Mixed Use	<p>Pedestrian oriented structures, housing a mix of uses that generate pedestrian activity and provide a broad range of goods, services and recreational opportunities targeted mainly to those living in the Overlake community, but of such a high level of quality that these uses become a destination for the Greater Tooele Area including Salt Lake City. Uses are to be carefully selected to insure a vibrant, attractive "downtown" that is alive evenings and weekends. Encourage mixed-use structures by allowing building height that would accommodate three stories of housing over retail.</p>
Highway Commercial	An area permitting those uses for which use of the automobile is a virtual requirement, such as fast food restaurants, motels, auto dealerships, gas station, auto repair shops, Rapid Transit Terminals, big box retail outlets, office buildings, light industrial, and the like.

Insert to Exhibit B Overlake Developers Agreement 12/17/97

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11-18-97



FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT C  
TABLE OF USES  
RESIDENTIAL USE AREAS**

*OK*  
*11-18-97*

FINAL AGREEMENT (12/17/97)

**EXHIBIT C**  
**OVERLAKE DEVELOPMENT PLAN**  
**TABLE OF USES**  
**RESIDENTIAL USE AREAS**

USE	MULTI-FAMILY	SINGLE FAMILY ZERO-LOT LINE	SINGLE FAMILY
Accessory Buildings and Uses	P	P	P
Agriculture (Forestry/Horticultural Production)	P	P	P
Bed & Breakfast Inn	C	C	C
Churches and Religious Facilities	C	C	C
Commercial Day-Care/Pre-School	C	C	C
Dwelling; Single - family (Detached)	P	P	P
Dwelling; Single - family (Attached)	P	P	
Dwelling; Two - family	P	P	P
Dwelling; Three - family	P		
Dwelling; Four - family	P		
Dwelling; Multiple family (Apartments)	P		
Dwelling Unit; Manufactured housing unit			
Dwelling Unit: Townhouse/Condominium	P	P	
Gardening	P	P	P
Golf Course/Country Club	C	C	C
Home occupation	P	P	P
Home occupation day care/preschool	C	C	C
Hospital			
Medical and Dental Clinic			
Open Space Areas, Trails	P	P	P
Park and Ride Facilities located on Arterial streets			
Private Parks	C		C
Private and Public Schools	C	C	C
Private Recreational Facilities	C	C	
Professional Offices			
Public Buildings & Facilities	C	C	C
USE	MULTI-FAMILY	SINGLE FAMILY ZERO-LOT LINE	SINGLE FAMILY
Public and Private Transmission Lines and Facilities	C	C	C
Residential Facilities for persons with a Disability	P	P	P
Residential Facilities for Elderly Persons	P	P	P

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FINAL AGREEMENT (12/17/97)

Sports Fields	C	C	C
Temporary Concessions located in public parks	C	C	C
Temporary Construction Buildings and Storage	P	P	P
Temporary Sales Office	P	P	P

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FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT D  
TABLE OF USES  
COMMERCIAL MIXED USE AND OPEN SPACE USE AREAS**

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FINAL AGREEMENT (12/17/97)

**EXHIBIT D  
OVERLAKE DEVELOPMENT PLAN  
TABLE OF USES  
COMMERCIAL MIXED USE AND OPEN SPACE USE AREAS**

USE	NEIGHBORHOOD COMMERCIAL	HIGHWAY COMMERCIAL	MIXED USE	OPEN SPACE
Accessory Buildings and Uses	P	P	P	P
Agriculture (Horticultural Production)	P	P	P	P
<b>RESIDENTIAL USES</b>				
Bed and Breakfast Inn	C	P	P	
Dwelling unit(s) above ground floor (Min. 500 Sq. Ft. per Residential Unit)	P	P	P (C if use and/or building proposed do not provide a residential use)	
Dwelling unit for caretaker/security guard (must be within primary structure and not as an accessory unit)	P	P	P	
Mixed-use residential and commercial structure. (Min. 500 Sq. Ft. per Residential Unit)	P	P	P (above ground floor residential units required)	
Mixed use project. Residential and Nonresidential uses in separate structures on same lot (Min. 500 Sq. Ft. per Residential Unit)	C	C	C	
Nursing Home	C	P	C	
Retirement Home/Center	C	P	C	
<b>NONRESIDENTIAL USES</b>				
Church			C	P (location as identified) C (otherwise)
Cultural and artistic uses, such as museums, galleries, performing arts studios.	C	C	P	C
USE	NEIGHBORHOOD COMMERCIAL	HIGHWAY COMMERCIAL	MIXED USE	OPEN SPACE

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Golf Courses and Country Clubs				P (locations as identified C (otherwise))
Open Space, Trails and Greenways	P	P	P	P
Parks and playgrounds	P	P	P	P
Park and Ride Facilities		P		
Schools				P (location as identified) C (otherwise)
Baseball Field			P (location as identified)	
Public Buildings and Facilities		C	C	C
Public and Private Utility Facilities	C	C	C	C
Financial Institutions and Services	P	P	P	
Financial Institutions and Services with drive through facilities		P		
Medical and Dental Clinics		C	C	
Offices, professional	C	P	P	
Veterinary Office, operating entirely within an enclosed building and keeping animals overnight only for treatment purposes		C		
Automobile service and repair		P		
Automobile sales/rental		P		
Building maintenance services		C		
Hardware Store with no outside storage		P	P	
Hardware Store with outside storage		C		
Car Wash		P		
<b>USE</b>	<b>NEIGHBORHOOD COMMERCIAL</b>	<b>HIGHWAY COMMERCIAL</b>	<b>MIXED USE</b>	<b>OPEN SPACE</b>
Commercial Parking Lot/Structure		P	C	
Commercial Recreational Facility	C	C	C	
Conference Center,		C	C	
Convenience store, without gasoline sales	P	P	P	
Convenience store, with gasoline sales	C	P		

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FINAL AGREEMENT (12/17/97)

Child Day-care (Commercial)	C	C	C	
Equipment Sales and Rental		C		
Funeral home		P		
Hospital		C		
Health Club	C	P	C	
Hotel		C	P	
Motel		P		
Launderette, Laundromat	C	P	P	
Mini-storage		C		
Theater		P	P	
Outdoor sales, display and dining		P	P	
Outdoor storage of materials, products and equipment incidental an allowed use		C		
Personal services	P	P	P	
Plant Nursery with outside display	C	P	C	
Liquor Store/ Bar/Private club		C		
Restaurant	C	P	P	
Fast food restaurant, with drive up window(s)		P		
Retail facilities and services accessory to a principal use.	P	P	P	
<b>USE</b>	<b>NEIGHBORHOOD COMMERCIAL</b>	<b>HIGHWAY COMMERCIAL</b>	<b>MIXED USE</b>	<b>OPEN SPACE</b>
Retail sales, including limited general retail, grocery store, drug store	P	P	P	
Retail sales, general and goods establishments including general retail, department store, grocery store, drug store, variety store		P		
Schools - Vocational and Technical		P	C	
Temporary Construction buildings & yards (12 months maximum)	C	C	C	C
Temporary sales office (12 months maximum)		P	C	
Communication facilities and towers		C		
Utility lines	C	C	C	C

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FINAL AGREEMENT (12/17/97)

Repair shop (household and personal goods)	C	P	P	
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FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT E  
TABLE OF ALLOWED DENSITY FOR OVERLAKE RESIDENTIAL AREAS**

*Handwritten initials and date:*  
12/18/97

FINAL AGREEMENT (12/17/97)

**EXHIBIT E**  
**OVERLAKE DEVELOPMENT PLAN**  
**TABLE OF ALLOWED DENSITY FOR OVERLAKE RESIDENTIAL AREAS**

	MULTI-FAMILY	SINGLE FAMILY ZERO-LOT LINE	SINGLE FAMILY
Dwelling: Single Family /Minimum Lot Size (sq.ft.)	P/2,500	P/5,000	P/7,000, but a maximum of 12% of units in Single family use area may be lots less than 7,000 sq. ft. but not less than 5,000 sq. ft. and a minimum of 12% of units in Single family use area must be larger than 10,000 sq. ft. [The intent is to provide a mixing of single family lot sizes throughout the Overlake Development Area and within each Development Phase.]
Dwelling: Two-family /Minimum Lot Size (sq.ft.)	P/5,000	P/10,000	P/14,000
Dwelling: Three-family /Minimum Lot Size (sq.ft.)	P/7,500	Not Allowed	Not Allowed
Dwelling: Four-family /Minimum Lot Size (sq.ft.)	P/10,000	Not Allowed	Not Allowed
Dwelling: Multiple-family	Max. 48 Units per acre per acre with parking located under building. Max. 24 units per acre otherwise	Not Allowed	Not Allowed
Dwelling: Townhouse/Condominim /Minimum Lot Size (sq.ft.)	P/2,500 (per dwelling unit for Attached Units Only)	P/2,500 (per dwelling unit for Attached Units Only)	Not Allowed
Maximum Dwelling units per acre for PUD	Not Applicable	Not Applicable	Not Applicable
Other allowed Uses (Min. Sq. Ft. Required)	7,000	8,000	8,000

*MS*  
12-18-97

FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT F  
TABLE OF MINIMUM SITE PLANNING AND DEVELOPMENT STANDARDS  
RESIDENTIAL USE AREAS**

*OK*  
1-8-97

FINAL AGREEMENT (12/17/97)

**EXHIBIT F**  
**OVERLAKE DEVELOPMENT PLAN**  
**TABLE OF MINIMUM SITE PLANNING AND DEVELOPMENT STANDARDS**  
**RESIDENTIAL USE AREAS**

	<b>MULTI-FAMILY</b>	<b>SINGLE FAMILY ZERO-LOT LINE</b>	<b>SINGLE FAMILY</b>
Min. Lot Width (Frontage)	25 Ft. at front property line for Townhouses/Condominiums. 35 Ft. at front property line for other residential uses. All other Nonresidential Uses 80 Ft. at front property line.	25 Ft. at front property line Townhouses and Condominiums; 40 Ft. Single family; 50 Ft. Two family. All other Uses 80 Ft at front setback line	50 Ft. at front property line Single family. 60 Ft. Two family. All other Uses 80 Ft at front property line
Min. Front Yard Setback	20 Ft.	20 Ft.	20 Ft.
Min. Rear Yard Setback (Interior lot)	20 Ft. 0 ft for attached and detached garages if accessed from an alley.	25 Ft. 0 ft for attached and detached garages if accessed from an alley.	25 Ft. 0 ft for attached and detached garages if accessed from an alley.
Min. Rear Yard Setback (Corner Lot)	20 Ft. 0 ft for attached and detached garages if accessed from an alley.	20 Ft. 0 ft for attached and detached garages if accessed from an alley.	20 Ft. 0 ft for attached and detached garages if accessed from an alley.
Min. Side Yard Setback (Interior Lot)	6 Ft. 0 ft. if attached units	6 Ft. 0 ft. if attached units	6 Ft.
Min. Side Yard Setback (Corner Lot)	15 Ft.	15 Ft.	20 Ft.
Max./Min. Building Height	60 Ft. or 3 stories above partially below grade parking/1 story	35 Ft./ 1 story	35 Ft./ 1 story
Total Lot Coverage (all buildings)	60%	60%	40%

*12/18/97*

FINAL AGREEMENT (12/17/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT G  
TABLE OF MINIMUM SITE PLANNING AND DEVELOPMENT STANDARDS  
FOR COMMERCIAL, MIXED USE AND OPEN SPACE USE AREAS**

NOT  
12-18-97

FINAL AGREEMENT (12/17/97)

**EXHIBIT G**  
**OVERLAKE DEVELOPMENT PLAN**  
**TABLE OF MINIMUM SITE PLANNING AND DEVELOPMENT STANDARDS**  
**FOR COMMERCIAL, MIXED USE AND OPEN SPACE USE AREAS**

	NEIGHBORHOOD COMMERCIAL	HIGHWAY COMMERCIAL	MIXED USE	OPEN SPACE
Min. Lot Width (Frontage)	No Minimum Requirement	No Minimum Requirement	No Minimum Requirement	No Minimum Requirement
Min. Front Yard Setback	All primary buildings required to be at Front Property Line or back of sidewalk (Min./Max. Front Yard Setback 0 Ft. Parking areas; 65 Ft. wide or less, 10 Ft. with a view obscuring landscape treatment of 4 Ft., all other Parking areas 25 Ft .	0 Ft. for Buildings. 25 Ft for any area used for vehicle parking.	All primary buildings required to be at Front Property Line or back of sidewalk (Min./Max. Front Yard Setback 0 Ft. Parking areas; 65 Ft. wide or less, 10 Ft. with a view obscuring landscape treatment of 4 Ft., all other Parking areas 25 Ft .	0 Ft. for Buildings. 25 Ft for any area used for vehicle parking.
Min. Rear Yard Setback	20 Ft.	As Required by UBC	As Required by UBC	25 Ft.
Min. Side Yard Setback	20 Ft. from Residential Uses or Use Areas.	As Required by UBC	As Required by UBC	25 Ft.
Max./Min. Building Height	2 Stories/1 story	4 Stories/1 story	4 Stories/1 story	3 Stories/1 story

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12-18-97

FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT H  
MINIMUM ALLOWED RESIDENTIAL DWELLING UNIT SIZE**

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12/18/97*

FINAL AGREEMENT (12/19/97)

**EXHIBIT H**  
**OVERLAKE DEVELOPMENT PLAN**  
**MINIMUM ALLOWED RESIDENTIAL DWELLING UNIT SIZE (Square Feet)**

	MULTI-FAMILY	SINGLE FAMILY ZERO-LOT LINE	SINGLE FAMILY
APARTMENT UNITS	650 Sq. Ft One (1) Bedroom Units. 800 Sq. Ft Two or More Bedroom Units.	Not Permitted	Not Permitted
<b>OTHER RESIDENTIAL UNITS</b>			
ONE STORY with single covered parking.	900 Sq.Ft.	900 Sq.Ft.	900 Sq.Ft.
ONE STORY with single garage.	850 Sq.Ft.	850 Sq.Ft.	850 Sq.Ft.
ONE STORY with double + garage	800 Sq.Ft.	800 Sq.Ft.	800 Sq.Ft.
TWO STORY with single covered parking	1250 Sq.Ft.	1200 Sq.Ft.	1350 Sq.Ft.
TWO STORY with single garage	1250 Sq.Ft.	1200 Sq.Ft.	1350 Sq.Ft.
TWO STORY with double + garage	1125 Sq.Ft.	1100 Sq.Ft.	1125 Sq.Ft.

*OK*  
12-18-97



FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT I  
OFF-STREET PARKING REQUIREMENTS**

*12-18-97*

FINAL AGREEMENT (12/19/97)

**EXHIBIT I  
OVERLAKE DEVELOPMENT PLAN  
OFF-STREET PARKING REQUIREMENTS**

USE	PARKING SPACES REQUIRED
Dwelling; Single-Family	2 per dwelling unit.
Dwelling; Two-Family	2 per dwelling unit.
Dwelling; Three-Family	2 per dwelling unit.
Dwelling; Four-Family	2 per dwelling unit.
Dwelling; Multiple family (Apartments)	1 per each one (1) bedroom dwelling unit, 1.5 spaces for all other dwelling units + guest parking of one (1) space for each eight (8) units.
Dwelling; Townhouses/Condominiums	2 per dwelling unit.
Residential Facilities For Persons with Disabilities	1 per each 4 residents plus 1 for each 2 employees during regular hours.
Residential Facilities For Elderly Persons	1 per each 4 residents plus 1 for each 2 employees during regular hours.
Bed And Breakfast Inn	1 space per each sleeping unit plus 1 for each employee during regular hours.
Nursing Home	1 space for each 5 patient beds plus 1 for each employee during regular hours.
Retirement Home/Center	1 space for every 2.0 sleeping units plus 1 for each employee during regular hours.
Day-care (in home)	2 spaces .
Day-care (commercial)	As approved by the Planning Commission.
Elementary Schools and Junior High Schools	As approved by the Planning Commission.
High Schools	As approved by the Planning Commission.
Churches	1 space for every 5 seats in the assembly area.
Parks and playgrounds	As approved by the Planning Commission.
Sports Fields, Sporting Facilities, Arenas	1 space for every three seats at maximum capacity or as approved by the Planning Commission.
Open Space, Trails and Greenways	As approved by the Planning Commission.
Civic/Public Buildings/Public Facilities	As approved by the Planning Commission.
Hotels/Motels	1 space for each sleeping unit plus 1 space for each employee during regular working hours.
Medical clinics	4 spaces per doctor/dentist plus 1 space for each additional employee.
USE	PARKING SPACES REQUIRED
Hospitals	1 space for each two patient beds plus 1 space for each employee during regular working hours.
Funeral homes, Museums, Civic Uses	20 spaces or 1 space for each 30 square feet in all assembly areas or as approved by the Planning Commission.
Retail stores	1 space for each 350 square feet of gross floor area. In Mixed Use Areas a maximum of 1 space for each 600 square feet of gross floor space.
Corporate offices, professional offices, business offices and financial institutions	1 space plus 1 space for each 300 square feet of gross floor area. In Mixed Use Areas a maximum of 1 space for each 600 square feet of gross floor space.

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12-18-97

## FINAL AGREEMENT (12/19/97)

Restaurants, bars, lounges, private clubs	1 space for each 3.0 seats or 1 space per 100 square feet of gross floor area, whichever is greater. In Mixed Use Areas a maximum of 1 space for each 5.0 seats or 1 space per 250 square feet of gross floor area, whichever is less.
Theaters, sports arenas, public assembly areas and commercial recreation areas	1 space for each 3 seats at the maximum seating capacity or as approved by the Planning Commission.

## NOTES:

1. The size of all parking stalls and design requirements for all parking areas will be as required by Tooele City at the time of development application.
2. For all Uses and activities located within the Mixed Use Area requests for reductions to the off-street parking requirements identified may be reviewed and approved by Planning Commission and/or City Council after considering the nature and location of the proposed use.
3. Americans with Disabilities Act;  
All property owners and applicants for development approvals are advised that in addition to the minimum off-street parking requirements they are also required to comply with the minimum standards for the provision of handicapped parking spaces as identified and required by the Americans with Disabilities Act, as amended.

OK  
12-19-97

FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT J  
ARCHITECTURAL & LANDSCAPE STANDARDS/REVIEW PROCESS**

*DAT  
12-18-97*

# Overlake Architectural Design Standards and Review Process

OVERLAKE DESIGN REVIEW COMMITTEE (ODRC)  
Single family homes

## Statement of Purpose

Please read the Mission of the Overlake Design Team, which can be found elsewhere in the Builders Package. To gain further understanding of the issues involved in this vision please read the May 15, 1995 Newsweek article "Bye Bye Suburban Dream", available at the land developer's office.

## Design Approval

No work shall begin on any residential lot within Overlake until plans have been approved in writing by the Overlake Design Review Committee. (ODRC)

Design approval by the ODRC does not waive, replace or mitigate compliance and approvals by any other authorities having jurisdiction, including but not limited to the City of Tooele, the State of Utah or the Federal government. Review by the ODRC is for aesthetic issues only. Nothing in these guidelines nor the action of the ODRC assumes the responsibility that any approved or proposed design documents for improvements will be structurally safe or conform to local codes or ordinances.

These guidelines may be amended or augmented by the ODRC, to meet specific site, temporal or functional requirements to be consistent with the intent of these standards.

## Review Process

### **Documents to be provided to the home builder from the land developer at time of closing:**

The land developer shall supply the home builder with a computer generated plot plan that will be the basis for the buyer's site plan. This plot plan shall contain the following information:

North arrow

Scale

Those existing or planned utilities including street lights, utility boxes, fire hydrants, and the like which will be provided by the land developer

Street centerline, curb, park strip, sidewalk

All property lines

Existing grades with 2' vertical contours (dotted line) tied to Overlake survey datum

### **Plan submittal fee:**

\$250 per plan per review

\$100 for site review of previously approved plan for each additional site.

Plans will not be reviewed until three complete sets containing all items listed below and fee have been received. If plans are found to be incomplete they will be returned and an additional \$250 will be required for resubmission.

Plans will be reviewed, if corrections are necessary they will be marked on both sets and one will be returned to the applicant for resubmittal of two new sets. An additional \$250 fee will be required for each resubmittal.

If plans are approved one set will be returned to the applicant and two will be permanently retained by ODRC.

#### Plan Requirements

All drawings shall be drawn to scale, with scale noted. Plans shall be on 24"x36" copy or blueline paper. All items shall be clearly legible. Each site requires a complete set of drawings.

#### Cover sheet

Map locating site within Overlake

Legal description and address

Indicate if building plan has been approved previously by the ORDC and on which sites it has been approved for construction.

Name, phone number, FAX number, address of applicant.

Name, phone number, FAX number, address of architect.

Name, phone number, FAX number, address of builder.

#### Site Plan

North arrow

Scale: Use largest scale that fits a 24" x 36" sheet (1/16, 1/10, 1/8, or 1/4)

Accurately locate existing or planned utilities including street lights, utility boxes, mail boxes, fire hydrants, electric meters, gas meters and the like

Street centerline, curb, park strip, sidewalk

All property lines

Required setback lines

Dimensioned curb cut and driveway, indicate material.

Walks, patios and other hard surface areas. Indicate material

Existing grades with 2' vertical contours (dotted line) tied to Overlake survey datum

Revised grades with 2' vertical contours (solid line), tied to Overlake survey datum

Finish floor level closest to grade, tied to Overlake survey datum

Perimeter of floor plan of all structures including house, garage, porches, fences, decks and outbuildings.

Line of roof overhangs

#### Landscape plan

scale : 1/8" = 1'-0"

North arrow

Locate and identify all plant material including lawn areas.

Locate and identify all garden features such as fences, walls, arbors, trellises hard surfaces, terraces, barbecue, pool and storage buildings.

Locate and identify Street trees (per *Overlake Street Tree Standards*)

Locate and identify proposed exterior lighting.

Overlake Architectural Design Standards and Review Process

Single Family Homes

August 8, 1997

**Floor plans**

scale : 1/4" = 1'-0"

Indicate and dimension all walls, windows, doors, and exterior spaces such as porches, columns, and steps for all structures including house, garage and outbuildings. Interior dimensions are not needed.

**Roof plan**

scale : 1/4" = 1'-0"

indicate ridges, valleys, chimneys and any roof features or penetrations, including plumbing vents, heating or air conditioning devices.

**Exterior Elevations/exterior details**

scale : 1/4" = 1'-0" for elevations

scale : 1-1/2" = 1'-0" minimum for details

Show all sides of all structures proposed

Show existing and finish grades at the building walls

Floor levels dimensioned from finish floor level closest to grade (see site plan above)

Eave and ridge heights dimensioned from finish floor level closest to grade (see site plan above)

Roof pitch

Door and window sill and head heights, dimensioned from closest floor level

Indicate all exterior features, materials and details, including exposed foundation materials

Window pattern and break-up

Door style

Porch details

Railing details

Trim details

    window

    door

    Eave and rake

    Horizontal bands

Material types and locations, including roofing materials

Details of how different materials meet

Utility connection locations including gas meter and electric meter.

Attach color chips, with name and number of all colors. keyed to locations on which they will occur.

## Architectural Standards

### **Planning issues**

*It is the intent of these standards to ensure that this community recognizes and encourages the pedestrian while fully accommodating the automobile as a fact of life.*

### Front setback

*The following front setbacks only apply to PUDs, otherwise Tooele City Zoning Ordinance will govern.*

The major portion of homes shall be within 3' of the "building setback line" indicated on the plat map for the site.

#### Exceptions:

front porches, if not architecturally part of the major part of the house  
bay windows  
roof overhangs, trim, chimneys and the like

### Corner lots

Corner lots shall recognize they have two highly visible facades requiring special treatment.

### Garages

All garages shall be to the rear of the house and no closer to the front of the house than 25'

#### Exceptions:

Garages with the garage doors 90 degrees to the street will be allowed if they have windows facing the street, are no closer to the street than the front of the front porch, and do not represent more than 40% of the streetside front facade.

### Driveway curb cuts

Off streets: Maximum 11'

Off alleys: As required by Tooele City Standards

### Driveway width

Maximum 11' wide from street to front set back line

### Vehicle pads for RV parking

Not allowed in front or side yards. Preferably RV's will be hidden from street view behind house or garage. RV storage may be allowed in side yards if screened from view from streets per FENCES and VISUAL SCREENING under landscape standards and located behind the rear line of the house.

### Utility meters and devices, refuse and recycling storage

Not allowed in front or in side yard within 10 of front of house. Must be screened per FENCES and VISUAL SCREENING under landscape standards.



Pedestrian access to front of house

Hard surface paving from Public sidewalk to front of house is required separate from any access from driveways.

Wood burning stoves and fireplaces

Wood burning stoves and fireplaces are not allowed.

Swamp coolers and window mounted air conditioners.

"Swamp coolers" are not allowed. Window mounted air conditioners will be allowed only on windows facing back yards and windows facing side yards if set back 10' from the front of the house.

**Architectural issues**

Image and character

*Intent*

It is the intent of these standards to provide a framework in which certain consistent elements will provide even the casual observer with the distinct and positive impression that visually, this community "all hangs together" while at the same time encouraging a rich variety of home sizes, configurations, material and color choices that will appeal to a wide range of age groups, families and economic brackets.

It is impossible to avoid the issue of architectural style. Overlake will develop an architectural style whether it is purposeful and directed or, simply left to happen. It is our intent to be purposeful and direct the choice of style.

"The Overlake Style" has more in common with the Avenue and Yale Street neighborhoods of Salt Lake City to the east of downtown that were developed between the 1915 and 1940 than to the subdivisions of West Jordan which are being built today.

The image of these east Salt Lake City neighborhoods is one of simplicity in plan and configuration, simplicity in roof forms, simplicity of detail and correctness of proportion, yet contain permanence, richness and harmony of exterior materials and strength and clarity in massing and detail rather than fussy delicacy.

The image of West Jordan on the other hand is one of complexity of plan, configuration and floor levels, multiple unrelated roof forms and appendages, bland yet confusing details, multiple poorly orchestrated exterior materials, and wildly ranging window sizes that do not relate to each other and are out of proportion.

*Specifics*

Approved exterior materials (properly detailed):

- Brick
- Stucco, painted
- Cedar shingles, with a heavy body stain
- Wood, painted
- "Hardie" Board, painted
- MDO Plywood, with battens and trim, painted
- Clear smooth cedar siding, with a heavy body stain
- Stone

Overlake Architectural Design Standards and Review Process  
Single Family Homes  
August 8, 1997

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12-18-97

Disapproved exterior materials

T-111 plywood  
"fake brick",  
"tight knot "or lesser grade cedar siding  
dryvit

Materials to avoid

*Under special circumstances and if properly detailed the following materials may be approved in limited quantities.*

aluminum siding  
vinyl siding

Approved roofing material

Cedar Shingles  
Architectural grade 3 tab composition shingles

Other materials

All other materials will be reviewed for permanence, quality, detailing, and appropriateness and may or may not be approved

Front Porches

All homes shall have covered exterior front entry porches, minimum of 6' deep by 10' wide. The front and at least one side of the front porch must be open. The porch floor must be at least 18" but not more than 4' above the adjacent finish grade.

Walkways

All front entry porches shall connect to the public sidewalk with a hard surface walkway.

End  
of  
Overlake Architectural Design Standards and Review Process

Overlake Architectural Design Standards and Review Process  
Single Family Homes  
August 8, 1997

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11-18-97

# Overlake Architectural Design Standards and Review Process

## OVERLAKE DESIGN REVIEW COMMITTEE (ODRC) Multi-family homes

### Statement of Intent

- Create attractive attached housing located convenient to transportation, retail and services to minimize the need for an automobile and therefore the need for excessive parking lots.
- Provide a lower cost housing option in a high density structure that provides the same sense of pride of home as a single family home.
- Encourage development in which parking is placed under buildings or otherwise screened from the street by buidings and landscaping.

### Design Approval

No work shall begin on any Multifamily lot within Overlake until plans have been approved in writing by the Overlake Design Review Committee (ODRC).

Design approval by the ODRC does not waive, replace or mitigate compliance and approvals by any other authorities having jurisdiction, including but not limited to the City of Tooele, the State of Utah or the Federal government. Review by the ODRC is for aesthetic issues only. Nothing in these guidelines nor the action of the ODRC assumes the responsibility that any approved or proposed design documents for improvements will be structurally safe or conform to local codes or ordinances.

These guidelines may be amended or augmented by the ODRC, to meet specific site, temporal or functional requirements to be consistent with the intent of these standards.

### Review Process

#### **Plan review submittal fee:**

- 1-2 units: \$250 per plan per review
- 3-12 units: \$500 per plan per review
- 12-30 units: \$750 per plan per review
- MOre than 30 units: \$750 plus \$25 per unit over 30 units per plan per review

Landscape review \$250 per individual housing building

\$100 for site revicw of previously approved plan for each additional site.

Plans will not be reviewed until three complete sets containing all items listed below and fee have been received. If plans are found to be incomplete they will be returned and an additional \$250 will be required for resubmission.

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Plans will be reviewed, if corrections are necessary they will be marked on both sets and one will be returned to the applicant for resubmittal of two new sets. An additional \$250 fee will be required for each resubmittal.

If plans are approved, one set will be returned to the applicant and two will be permanently retained by ODRC.

### Plan Requirements

All drawings shall be drawn to scale, with scale noted. Plans shall be on 24"x36" copy or blueline paper. All items shall be clearly legible. Each site requires a complete set of drawings.

### Cover sheet

- Map locating site within Overlake
- Legal description and address
- Indicate if building plan has been approved previously by the ODRC and on which sites it has been approved for construction.
- Name, phone number, FAX number, address of applicant.
- Name, phone number, FAX number, address of architect.

### Survey and Site Plans

#### North arrow

- Scale: Use largest scale that fits a 24" x 36" sheet (1/16, 1/10, 1/8, or 1/4)
- Accurately locate existing or planned utilities including street lights, utility boxes, mail boxes, fire hydrants, electric meters, gas meters and the like
- Street centerline, curb, park strip, sidewalk
- All property lines
- Required setback lines
- Dimensioned curb cuts and driveways, indicate material.
- Walks, patios, parking areas and other hard surface areas. Indicate material
- Existing grades with 2' vertical contours (dotted line) tied to Overlake survey datum
- Revised grades with 2' vertical contours (solid line), tied to Overlake survey datum
- Finish floor level closest to grade, tied to Overlake survey datum
- Perimeter of floor plan of all structures including porches, fences, decks and outbuildings.
- Locate dumpsters
- Locate signage
- Locate line of roof overhangs
- Locate exterior lighting

### Landscape plan

- scale : 1/8" = 1'-0"
- North arrow
- Locate and identify all plant material including lawn areas.
- Locate and identify all garden features such as fences, walls, arbors, trellises hard surfaces, terraces, barbecue, pool and storage and recreational buildings.
- Locate and identify Street trees (per Overlake Street Tree Standards)
- Locate and identify proposed exterior lighting.

### Floor plans

- scale : 1/4" = 1'-0"

- Indicate and dimension all walls, windows, doors, and exterior spaces such as porches, columns, and steps for all structures. Interior dimensions are not needed.

### Roof plan

- scale : 1/4" = 1'-0"
- indicate ridges, valleys, chimneys and any roof features or penetrations, including plumbing vents, heating or air conditioning devices.

### Exterior Elevations/exterior details

- scale : 1/4" = 1'-0" for elevations
- scale : 1-1/2" = 1'-0" minimum for details
- Show all sides of all proposed structures
- Show existing and finish grades at the building walls
- Floor levels dimensioned from finish floor level closest to grade (see site plan above)
- Parapet, eave and ridge heights dimensioned from finish floor level closest to grade (see site plan above)
- Roof pitch
- Door and window sill and head heights, dimensioned from closest floor level
- Indicate all exterior features, materials and details, including exposed foundation materials
- Window pattern and break-up
- Door style
- Porch details
- Railing details
- Trim details:
  - window
  - door
  - Eave and rake
  - Horizontal bands
- Material types and locations, including roofing materials
- Details of how different materials meet
- Utility connection locations including gas meter and electric meter.
- Attach color chips, with name and number of all colors. keyed to locations on which they will occur.

## Architectural Standards

### Parking

#### Access

Automobile and service access shall not front on streets containing single family zoned lots. The predominate view from the streets shall be buildings, not parking lots.

#### Lots

Parking lots shall be contained within the interior of the site or under the buildings. Parking lots shall be no closer to a street property line than 10' and this area shall be landscaped. Parking lot landscaping must meet Tooele City standards at a minimum. The ODRC has the right to require additional landscaping.

**Private outdoor space.**

All units shall have a minimum 6'x10' private outdoor space, which may be provided by decks for the above grade units. Landscaping shall extend a minimum of 10' out from all ground floor units.

**Driveway curb cuts**

Maximum 11' for one way, 20' for two way.

curb cuts are to be minimized, generally a maximum of two driveways will be permitted, per project.

**Driveway width**

Maximum 11' for one way, 20' for two way, from street to front set back line

**Utility meters and devices, dumpsters, refuse and recycling storage**

Not allowed in front or in side yards and must be screened

**Wood burning stoves and fireplaces**

Wood burning stoves and fireplaces are not allowed.

**Architectural issues****Structure Design**

Building exteriors shall not be monolithic but shall be broken up to emphasize and articulate, at least vertically, the individual units. The following are some devices which will help achieve this purpose. This is not intended to be a comprehensive list and the developer is expected to find additional means to impart variety and human scale:

- decks
- overhangs
- vertical recesses
- changes of material and color
- Varying roof lines
- Varying parapet heights

**Approved exterior materials (properly detailed):**

- Brick
- Stucco, painted, or very smooth synthetic stucco
- Cedar shingles, with a heavy body stain
- Wood, painted
- "Hardie" Board, painted
- MDO Plywood, with battens and trim, painted
- Clear smooth cedar siding, with a heavy body stain
- Stone

**Disapproved exterior materials**

- T-111 plywood
- "fake brick",
- "tight knot" or lesser grade cedar siding
- rough synthetic stucco

**Materials to avoid**

Under special circumstances and if properly detailed the following materials may be approved in limited quantities.

- aluminum siding
- vinyl siding

**Approved roofing material**

*Flat roofs should be avoided on buildings under three stories.*

- Cedar Shingles
- Architectural grade 3 tab composition shingles
- Metal roofing

**Other materials**

All other materials will be reviewed for permanence, quality, detailing, and appropriateness and may or may not be approved

End  
of  
Overlake Architectural Design Standards and Review Process  
**Multifamily Housing**

MLK  
12-18-97

# Overlake Architectural Design Standards and Review Process

OVERLAKE DESIGN REVIEW COMMITTEE (ODRC)  
Mixed Use

## Statement of Intent

- Pedestrian oriented structures, housing a wide mix of uses that generate pedestrian activity and provide goods, services and recreational opportunities.
- Attractive mainly to those living in the Overlake community, but of such a high level of quality that these uses become a destination for the Greater Tooele Area including Salt Lake City.
- Uses are to be carefully selected to insure a vibrant, attractive retail and dining area that is alive evenings and weekends.
- Encourage mixed use structures containing housing over retail

## Design Approval

No work shall begin on any lot within Overlake until plans have been approved in writing by the Overlake Design Review Committee (ODRC).

Design approval by the ODRC does not waive, replace or mitigate compliance and approvals by any other authorities having jurisdiction, including but not limited to the City of Tooele, the State of Utah or the Federal government. Review by the ODRC is for aesthetic issues only. Nothing in these guidelines nor the action of the ODRC assumes the responsibility that any approved or proposed design documents for improvements will be structurally safe or conform to local codes or ordinances.

These guidelines may be amended or augmented by the ODRC, to meet specific site, temporal or functional requirements to be consistent with the intent of these standards.

## Review Process

### **Plan review submittal fee:**

To be negotiated with potential developers on a case by case basis.

### **Plan Requirements**

All drawings shall be drawn to scale, with scale noted. Plans shall be on 24"x36" copy or blueline paper. All items shall be clearly legible. Each site requires a complete set of drawings.

### **Cover sheet**

- Map locating site within Overlake
- Legal description and address
- Indicate if building plan has been approved previously by the ODRC and on which sites it has been approved for construction.
- Name, phone number, FAX number, address of applicant.
- Name, phone number, FAX number, address of architect.



**Survey and Site Plans****North arrow**

- Scale: Use largest scale that fits a 24" x 36" sheet (1/16, 1/10, 1/8, or 1/4)
- Accurately locate existing or planned utilities including street lights, utility boxes, mail boxes, fire hydrants, electric meters, gas meters and the like
- Street centerline, curb, park strip, sidewalk
- All property lines
- Required setback lines
- Dimensioned curb cuts and driveways, indicate material.
- Walks, patios, parking areas and other hard surface areas. Indicate material
- Existing grades with 2' vertical contours (dotted line) tied to Overlake survey datum
- Revised grades with 2' vertical contours (solid line), tied to Overlake survey datum
- Finish floor level closest to grade, tied to Overlake survey datum
- Perimeter of floor plan of all structures including porches, fences, decks and outbuildings.
- Locate dumpsters
- Locate signage
- Locate line of roof overhangs and marquees
- Locate exterior lighting

**Landscape plan**

- scale : 1/8" = 1'-0"
- North arrow
- Locate and identify all plant material i.
- Locate and identify all paving and street furniture.
- Locate and identify Street trees (per Overlake Street Tree Standards)

**Floor plans**

- scale : 1/4" = 1'-0"
- Indicate and dimension all walls, windows, doors, and exterior spaces such as porches, columns, and steps for all structures. Interior dimensions are not needed.
- Locate marquees

**Roof plan**

- scale : 1/4" = 1'-0"
- indicate parapets, ridges, valleys, chimneys and any roof features or penetrations, including plumbing vents, heating or air conditioning devices.

**Exterior Elevations/external details**

- scale : 1/4" = 1'-0" for elevations
- scale : 1-1/2" = 1'-0" minimum for details
- Show all sides of all proposed structures
- Show existing and finish grades at the building walls
- Floor levels dimensioned from finish floor level closest to grade (see site plan above)
- Parapet, eave and ridge heights dimensioned from finish floor level closest to grade (see site plan above)
- Roof pitch
- Door and window sill and head heights, dimensioned from closest floor level

- Indicate all exterior features, materials and details, including exposed foundation materials
- Window pattern and break-up
- Door style
- Marquee details
- Trim details:
  - window
  - door
  - Horizontal bands
- Material types and locations, including roofing materials
- Details of how different materials meet
- Utility connection locations including gas meter and electric meter.
- Attach color chips, with name and number of all colors. keyed to locations on which they will occur.
- Signage

### Planning Issues

#### **Parking**

##### *Access*

Automobile and service access shall not front on streets containing single family zoned lots. The predominate view from the streets shall be buildings, not parking lots.

##### *Lots*

Parking lots shall be contained within the interior of the site or under the buildings. Wide streetside parking lots will be discouraged. Parking lots shall be no closer to a street property line than 10' and this area shall be landscaped. Parking lot landscaping must meet Tooele City standards at a minimum. The ODRC has the right to require additional landscaping.

#### **Driveway curb cuts**

Maximum 12' for one way, 25' for two way.  
Curb cuts are to be minimized.

#### **Driveway width**

Maximum 11' for one way, 20' for two way, from street to front set back line

#### **Utility meters and devices, dumpsters, refuse and recycling storage**

Not allowed in front or in side yards and must be screened

### Architectural Design Issues

#### **Sidewalks**

Wide (16' minimum) sidewalks shall be encouraged.

#### **Structure Location**

The ground floor shall be built to the edge of the sidewalk.

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**Storefronts**

Most of the streetside facade shall be transparent storefront.

**Weather Protection**

6' minimum weather protection shall be provided over all storefronts.

**Street level ceiling height**

The Street level floor shall have a 13' clear ceiling height

**Structure design**

Building exteriors shall not be monolithic but shall be broken up to emphasize and articulate, at least vertically, the individual storefront bays on the ground floor and housing units above. The following are some devices which will help achieve this purpose. This is not intended to be a comprehensive list and the developer is expected to find additional means to impart variety and human scale:

- decks
- overhangs
- vertical recesses
- changes of material and color
- Varying roof lines
- Varying parapet heights

**Approved retail floor exterior materials (properly detailed):**

- Brick
- Stucco, painted, or very smooth synthetic stucco
- Wood, painted
- "Hardie" Board, painted
- MDO Plywood, with battens and trim, painted
- Concrete
- Tile
- Stone

**Disapproved retail floor exterior materials**

- T-111 plywood
- "fake brick",
- cedar siding
- rough synthetic stucco
- Cedar shingles
- aluminum siding
- vinyl siding

**Approved housing floor exterior materials (properly detailed):**

- Brick
- Stucco, painted, or very smooth synthetic stucco
- Cedar shingles, with a heavy body stain
- Wood, painted
- "Hardie" Board, painted
- MDO Plywood, with battens and trim, painted
- Clear smooth cedar siding, with a heavy body stain
- Stone

**Disapproved housing floor exterior materials**

- T-111 plywood
- "fake brick",
- "tight knot" or lesser grade cedar siding
- rough synthetic stucco

**Materials to avoid**

Under special circumstances and if properly detailed the following materials may be approved in limited quantities on the housing portion only.

- aluminum siding
- vinyl siding

**Approved roofing material**

*Flat roofs should be avoided on buildings under three stories.*

- Cedar Shingles
- Architectural grade 3 tab composition shingles
- Metal roofing

**Other materials**

All other materials will be reviewed for permanence, quality, detailing, and appropriateness and may or may not be approved

**End**  
of  
Overlake Architectural Design Standards and Review Process  
**Mixed Use**

# Overlake Architectural Design Standards and Review Process

OVERLAKE DESIGN REVIEW COMMITTEE (ODRC)  
Neighborhood Commercial

## Statement of Intent

- Pedestrian oriented structures
- Mix of uses that generate pedestrian activity and provide goods and services
- Targeted to mainly those living in the neighborhood
- Located on arterials such that economic vitality is insured by convenience to those outside the neighborhood.

## Design Approval

No work shall begin on any lot within Overlake until plans have been approved in writing by the Overlake Design Review Committee (ODRC).

Design approval by the ODRC does not waive, replace or mitigate compliance and approvals by any other authorities having jurisdiction, including but not limited to the City of Tooele, the State of Utah or the Federal government. Review by the ODRC is for aesthetic issues only. Nothing in these guidelines nor the action of the ODRC assumes the responsibility that any approved or proposed design documents for improvements will be structurally safe or conform to local codes or ordinances.

These guidelines may be amended or augmented by the ODRC, to meet specific site, temporal or functional requirements to be consistent with the intent of these standards.

## Review Process

### **Plan review submittal fee:**

To be negotiated with potential developers on a case by case basis.

### **Plan Requirements**

All drawings shall be drawn to scale, with scale noted. Plans shall be on 24"x36" copy or blue-line paper. All items shall be clearly legible. Each site requires a complete set of drawings.

### **Cover sheet**

- Map locating site within Overlake
- Legal description and address
- Indicate if building plan has been approved previously by the ODRC and on which sites it has been approved for construction.
- Name, phone number, FAX number, address of applicant.
- Name, phone number, FAX number, address of architect.

### **Survey and Site Plans**

North arrow

- Scale: Use largest scale that fits a 24" x 36" sheet (1/16, 1/10, 1/8, or 1/4)

- Accurately locate existing or planned utilities including street lights, utility boxes, mail boxes, fire hydrants, electric meters, gas meters and the like
- Street centerline, curb, park strip, sidewalk
- All property lines
- Required setback lines
- Dimensioned curb cuts and driveways, indicate material.
- Walks, patios, parking areas and other hard surface areas. Indicate material
- Existing grades with 2' vertical contours (dotted line) tied to Overlake survey datum
- Revised grades with 2' vertical contours (solid line), tied to Overlake survey datum
- Finish floor level closest to grade, tied to Overlake survey datum
- Perimeter of floor plan of all structures including porches, fences, decks and outbuildings.
- Locate dumpsters
- Locate signage
- Locate line of roof overhangs and marquees
- Locate exterior lighting

#### Landscape plan

- scale : 1/8" = 1'-0"
- North arrow
- Locate and identify all plant material i.
- Locate and identify all paving and street furniture.
- Locate and identify Street trees (per Overlake Street Tree Standards)

#### Floor plans

- scale : 1/4" = 1'-0"
- Indicate and dimension all walls, windows, doors, and exterior spaces such as porches, columns, and steps for all structures. Interior dimensions are not needed.
- Locate marquees

#### Roof plan

- scale : 1/4" = 1'-0"
- indicate parapets, ridges, valleys, chimneys and any roof features or penetrations, including plumbing vents, heating or air conditioning devices.

#### Exterior Elevations/Exterior details

- scale : 1/4" = 1'-0" for elevations
- scale : 1-1/2" = 1'-0" minimum for details
- Show all sides of all proposed structures
- Show existing and finish grades at the building walls
- Floor levels dimensioned from finish floor level closest to grade (see site plan above)
- Parapet, eave and ridge heights dimensioned from finish floor level closest to grade (see site plan above)
- Roof pitch
- Door and window sill and head heights, dimensioned from closest floor level
- Indicate all exterior features, materials and details, including exposed foundation materials
- Window pattern and break-up
- Door style

- Marquee details
- Trim details:
  - window
  - door
  - Horizontal bands
- Material types and locations, including roofing materials
- Details of how different materials meet
- Utility connection locations including gas meter and electric meter.
- Attach color chips, with name and number of all colors. keyed to locations on which they will occur.
- Signage

### Planning Issues

#### **Parking**

Parking lots shall be to the side or rear of the buildings. Parking lots shall be no closer to the sidewalk than 10' and this area shall be landscaped. Parking lot landscaping must meet Tooele City standards at a minimum. The ODRC has the right to require additional landscaping.

#### **Driveway curb cuts**

Maximum 12' for one way, 25' for two way.  
Curb cuts are to be minimized.

#### **Driveway width**

Maximum 11' for one way, 20' for two way, from street to front set back line

#### **Utility meters and devices, dumpsters, refuse and recycling storage**

Not allowed in front or in side yards and must be screened

### Architectural Design Issues

#### **Sidewalks**

Wide (8' minimum) sidewalks shall be encouraged.

#### **Structure Location**

Placement of the building close to the sidewalk is encouraged. Parking between the building and the sidewalk will be discouraged.

#### **Storefronts**

Most of the streetside facade shall be transparent storefront.

#### **Weather Protection**

6' minimum weather protection or front porches shall be encouraged over all storefronts.

#### **Street level ceiling height**

The street level floor shall have a 9' minimum clear ceiling height

**Structure design**

Building exteriors shall fit in with the residential scale and materials. Structures shall appear to be single family homes or a design transition from single family to retail.

**Approved exterior materials (properly detailed):**

- Brick
- Stucco, painted, or very smooth synthetic stucco
- Wood, painted
- "Hardie" Board, painted
- MDO Plywood, with battens and trim, painted
- Stone
- Cedar shingles, with a heavy body stain

**Disapproved exterior materials**

- T-111 plywood
- "fake brick",
- rough synthetic stucco

**Materials to avoid**

Under special circumstances and if properly detailed the following materials may be approved in limited quantities on the housing portion only.

- aluminum siding
- vinyl siding

**Approved roofing material**

*Flat roofs should be avoided on buildings under three stories.*

- Cedar Shingles
- Architectural grade 3 tab composition shingles
- Metal roofing

**Other materials**

All other materials will be reviewed for permanence, quality, detailing, and appropriateness and may or may not be approved

**End**  
of  
Overlake Architectural Design Standards and Review Process  
**Neighborhood Commercial**



# Overlake Architectural Design Standards and Review Process

OVERLAKE DESIGN REVIEW COMMITTEE (ODRC)  
Highway Commercial

## Statement of Intent\

- For those uses for which use of the automobile is a virtual requirement, such as fast food restaurants, motels, auto dealerships, gas stations, auto repair shops, Rapid Transit Terminals, big box retail outlets, office buildings, light industrial, and the like.

## Design Approval

No work shall begin on any lot within Overlake until plans have been approved in writing by the Overlake Design Review Committee (ODRC).

Design approval by the ODRC does not waive, replace or mitigate compliance and approvals by any other authorities having jurisdiction, including but not limited to the City of Tooele, the State of Utah or the Federal government. Review by the ODRC is for aesthetic issues only. Nothing in these guidelines nor the action of the ODRC assumes the responsibility that any approved or proposed design documents for improvements will be structurally safe or conform to local codes or ordinances.

These guidelines may be amended or augmented by the ODRC, to meet specific site, temporal or functional requirements to be consistent with the intent of these standards.

## Review Process

### **Plan review submittal fee:**

To be negotiated with potential developers on a case by case basis.

### **Plan Requirements**

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### **Survey and Site Plans**

North arrow

- Scale: Use largest scale that fits a 24" x 36" sheet (1/16, 1/10, 1/8, or 1/4)
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- Street centerline, curb, park strip, sidewalk
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- Required setback lines
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- Walks, patios, parking areas and other hard surface areas. Indicate material
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#### Landscape plan

- scale : 1/8" = 1'-0"
- North arrow
- Locate and identify all plant material .
- Locate and identify all paving and street furniture.
- Locate and identify Street trees (per Overlake Street Tree Standards)

#### Floor plans

- scale : 1/4" = 1'-0"
- Indicate and dimension all walls, windows, doors, for all structures. Interior dimensions are not needed.

#### Roof plan

- scale : 1/4" = 1'-0"
- indicate parapets, ridges, valleys, chimneys and any roof features or penetrations, including plumbing vents, heating or air conditioning devices.

#### Exterior Elevations/external details

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- Indicate all exterior features, materials and details, including exposed foundation materials
- Window pattern and break-up
- Door style
- Material types and locations, including roofing materials
- Utility connection locations including gas meter and electric meter.

- Attach color chips, with name and number of all colors. keyed to locations on which they will occur.
- Signage

### Planning Issues

#### **Parking**

Parking lots may be to the front, side or rear of the buildings, however businesses along 2000 North shall be encouraged to locate parking to the rear. ~~Parking lots shall be no closer to the sidewalk than 10' and this area shall be landscaped.~~ Parking lot landscaping must meet Tooele City standards at a minimum. The ODRC has the right to require additional landscaping.

#### **Driveway curb cuts**

Maximum 12' for one way, 25' for two way.

#### **Dumpsters, refuse and recycling storage**

Must be screened. Locate to be least visible from 2000 North

### Architectural Design Issues

#### **Sidewalks**

Wide (6' minimum) sidewalks shall be encouraged.

#### **Structure Location**

Placement of the retail portions of the buildings close to the sidewalk is encouraged, where practical.

#### **Storefronts**

Transparent storefront for retail uses is encouraged.

#### **Weather Protection**

Weather protection shall be encouraged over storefronts.

#### **Structure design**

Building exteriors shall fit in with the overall character of Overlake while recognizing that this is the highway commercial area of Overlake. Exterior materials shall be appropriate for the use.

#### **Transition to other zones**

More scrutiny will be given to buildings that front on 2000N and front on streets on which the opposite side contains another use. In these transition areas, building design shall take into consideration the architectural design standards for the non Highway Commercial Use across the street.

End  
of  
Overlake Architectural Design Standards and Review Process  
**Highway Commercial**

Overlake Architectural Design Standards and Review Process  
Highway Commercial  
October 23, 1997  
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## Landscape Standards

### Goals and Purpose

The goal of these standards is to establish and maintain a community that is attractive and functional for all.

The following standards serve only as guideline to development in Overlake. All construction must comply with local codes and building practices. Locate and verify all underground utilities prior to construction of any site improvements.

### Single Family Homes

#### Front Yards

All Front yards shall be landscaped. Landscape includes but is not limited to trees, shrubs, groundcovers, walkways, lighting and irrigation. For planting strip requirements see R.O.W. planting guidelines.

#### Required Landscaping

(1) deciduous trees

(2) evergreen trees

25% of the plantable area of the front yard must be a combination of 40% shrubs and 60% groundcover.

See list of recommended plants.

#### Xeriscaping

Xeriscaping and the use of native, native-like and drought tolerant plant species is encouraged. See list of recommended plants.

#### Back Yards

Areas of the backyards visible from the street must be sod or hydroseed.

#### Corner Lots

Front yard landscaping shall be extended into the side yard adjacent to the street at houses on corner lots.

Additional landscaping shall include (1) deciduous tree, (1) evergreen tree.

25% of the plantable area of the sideyard must be a combination of 40% shrubs and 60% groundcover.

#### Mulch

Mulch is required in all planting beds and in a 3' diameter circle around trees in lawn. Required mulch depth is 3".

#### Acceptable mulches:

Composted organic waste (steer manure, yard waste)

Hardwood chips

Shredded bark

Overlake Landscape Standards

Single Family Homes

February 19, 1997

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12-18-97

Unacceptable "mulches":

- Lava rock, any color
- River rock, gravel or crushed stone

Lawn

Lawns may be sod or hydroseed. Installation of lawns and material selection shall be in accordance with good horticultural practice.

Mowing Strips and Edging

Mowing strips and edging between planting beds and lawn shall be flush with finished grade. Acceptable materials include concrete, steel and aluminum. 'Mower' style concrete edging and plastic edging are not acceptable.

Time Constraints and Installation of Landscape

Landscape must be installed prior to close of sale on house.

Walkways

Walkways are required from front yard sidewalks to front doors. Materials should compliment the architecture or take advantage of other on site materials. i.e. stone walkways are appropriate at houses with stone accents.

Swimming

Swimming pools are allowed in backyards and must be installed and fenced per local code.

Sport Courts / Basketball Goals

Sport courts and basketball goals are allowed only in backyards. Basketball goals may be mounted on garages only if the garage is located in the backyard.

Lighting

Low levels of site lighting are allowed (less than 1 foot-candle). Low voltage systems are preferred. Flood lights or other lights creating glare for adjacent homes are not allowed. Light levels must be controlled and maintained within the property lines.

Irrigation

Irrigation systems shall be required. Irrigation systems shall be installed below grade and with pop up type spray heads. The use of drip irrigation is encouraged in shrub and groundcover beds. Systems may be automatic or manual. Systems shall be designed for efficient water use and installed with minimum overspray onto paved surfaces, fences, and houses.

Fences

Fences are allowed in backyards and sideyards. Fences are not allowed in frontyards.

Maximum height: 6'-0"

Materials: Cedar, pressure treated wood or chain link

Individual fences should reflect the character of the house. Hedges are preferred in lieu of fencing as a way to achieve privacy. (See list of recommended plants for hedge materials.)

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Chain link fences are allowed where they are not visible from the street. Where visibility may be a problem vegetative screens may be used to soften the appearance.

Decks and Patios

See architectural guidelines

Planting Strip

See R.O.W. planting guidelines

Hard Surface Parking

For boats, RV's, etc.

Visual Screening

Visual screening shall be opaque evergreen plantings a minimum of six feet in height.

Visual screens are required for the following:

Utilities such as transformers, telephone risers (screening shall be acceptable to local codes.)

Accessory structures such as tool sheds, pool houses

Dog runs

Special consideration will be given if amenity is located in the back yard and is not visible from the street.

Plant Size and Spacing

<u>Plant material</u>	<u>Minimum Size</u>	<u>Spacing</u>	<u>Comments</u>
Deciduous Trees	2" cal. min.		B&B
Ornamental Trees	1 1/2" cal. min.		B&B
Evergreen Trees	6' ht. min.		B&B
Shrubs, 1 gal.	12"	2' O.C.	Cont.
Shrubs, 2 gal.	18"	3' O.C.	Cont.
Shrubs, 5 gal.	24"	3'	Cont.
Groundcovers	1 gal.	36" O.C.	Cont.
"	4" pots	24" O.C.	Cont.

cal. = caliper

gal. = gallon

O.C. = on center

ht. = height

B&B = Ball and Burlap

cont. = container

Definitions (See Diagram of Definitions)

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### R.O.W. Planting Guidelines: Residential Parking Strips

For the purpose of these standards the parking strip is defined as the plantable area between the curb and sidewalk, adjacent to the street.

#### Irrigation

Automatic irrigation system, providing full coverage of parking strip. Verify equipment list and location of controllers, valves and cut-ins with the Overlake Site Manager.

#### Topsoil

Six inch depth topsoil required. Remove all excess fill and construction debris and large rocks (over 1" diameter) to provide adequate depth for 6" of topsoil and 2" sod.

#### Trees

2" caliper trees spaced at 35' on center. Trees are to be centered within planting strip. Adjust tree locations as necessary to avoid conflicts with drive ways, utilities and vision triangles. Tree species will be as selected by Overlake Associate Landscape Architect. See Master Street Tree map for tree selections.

#### Sod Lawn

Submit grass mix and supplier to the Overlake Site Manager for approval.

#### Mulch

Provide two inches of mulch in a three foot diameter circle at all trees.

OVERLAKE

SINGLE FAMILY LANDSCAPE STANDARDS

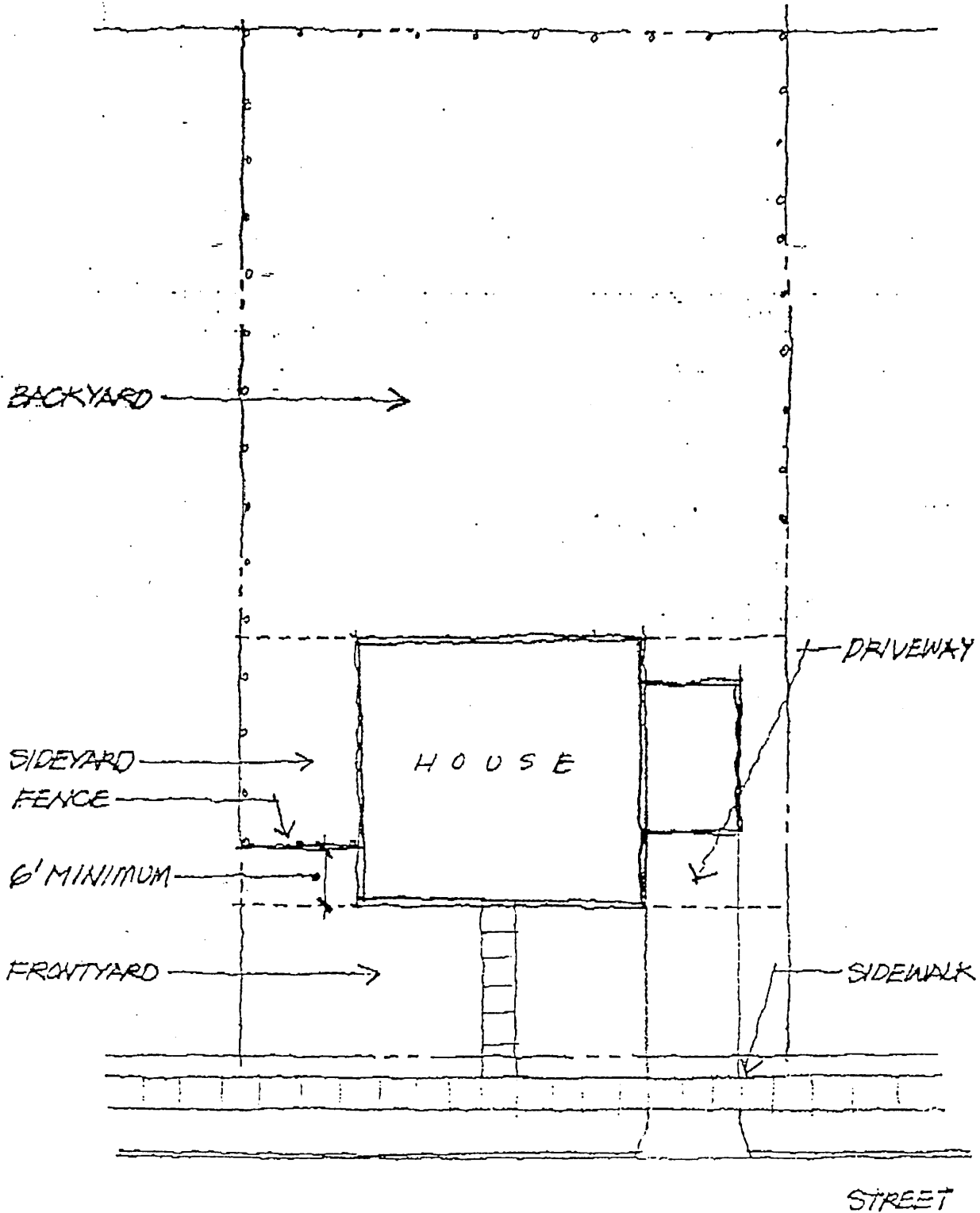


DIAGRAM of DEFINITIONS

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OVERLAKE AT TOOELE

## Recommended Plant List

Qty	Botanical Name/ Common Name	Min. Size	Sources/ Comments
<b>EVERGREEN TREES</b>			
	<i>Abies concolor</i> White Fir		
	<i>Juniperus osteosperma</i> Utah Juniper		Drought tolerant
	<i>Juniperus scopulorum</i> Rocky Mountain Juniper		
	<i>Juniperus virginiana</i> Eastern Red Cedar		
	<i>Picea abies</i> Norway Spruce		
	<i>Picea engelmannii</i> Engelmann Spruce		
	<i>Picea pungens</i> Colorado Spruce		
	<i>Picea pungens</i> 'Glauca' Colorado Blue Spruce		
	<i>Pinus aristata</i> Bristlecone Pine		
	<i>Pinus edulis</i> Pinon Pine		Drought tolerant
	<i>Pinus flexilis</i> Limber Pine		
	<i>Pinus nigra</i> Austrian Black Pine		
	<i>Pinus sylvestris</i> Scotch Pine		
	<i>Pseudotsuga menziesii</i> Douglas Fir		

**FLOWERING TREES**

	<i>Cercis canadensis</i> Eastern Redbud		
	<i>Cornus alternifolia</i> Pagoda Dogwood		
	<i>Crataegus phaenopyrum</i> Washington Thorn	2" cal.	
	<i>Malus</i> 'Prairie Fire' Prairie Fire Crabapple		
	<i>Malus</i> 'Spring Snow' Snowdrift Crabapple		
	<i>Prunus serrulata</i> 'Kwanzan' Kanzan Cherry		

OVERLAKE AT TOOELE

## Recommended Plant List

Qty	Botanical Name/ Common Name	Min. Size	Sources/ Comments
	Prunus virginiana Common Chokecherry		Drought tolerant
	Pyrus calleryana Flowering Pear		
	Sophora japonica Japanese Pagoda Tree		

**TREES**

	Acer campestre Hedge Maple		
	Acer ginnala Amur Maple		
	Acer glabrum Rocky Mountain Maple		
	Acer platanoides 'Deborah' Deborah Maple		
	Acer rubrum 'Red Sunset' Red Sunset Maple		
	Alnus incana White Alder		
	Amelanchier alnifolia Saskatoon Serviceberry		
	Betula occidentalis River Birch		
	Betula papyrifera Paper Birch		
	Cercocarpus ledifolius Curleaf Mountain Mahogany		
	Fraxinus americana 'Autumn Purple' Autumn Purple Ash		
	Fraxinus pennsylvanica 'Marshall Seedless' Marshall Seedless Ash		
	Ginkgo biloba Maidenhair Tree		
	Gleditsia triacanthos inermis Thornless Honey Locust	2" cal, 3" cal,	clear branched to 8' ht
	Quercus gambelii Rocky Mountain White Oak/Gambel Oak		
	Quercus rubra Red Oak		
	Salix matsudana 'Globosa'		

OVERLAKE AT TOOELE

## Recommended Plant List

Qty	Botanical Name/ Common Name	Min. Size	Sources/ Comments
	Globe Willow		
	Tilia chordata 'Greenspire' Greenspire Linden		
	Tilia tomentosa Silver Linden		
	Zelkova serrata Sawleaf Zelkova		Drought tolerant

**SHRUBS**

	Berberis mentorensis Mentor Barberry		
	Berberis thunbergii 'Atropurpurea' Red-Leaf Japanese Barberry	24"	
	Berberis thunbergii 'Crimson Pygmy' Crimson Pygmy Barberry	12" ht.	
	Berberis thunbergii 'Rose Glow' Rose Glow Barberry		
	Chrysothamnus nauseosus Rubber Rabbitbrush		
	Cornus sericea Red-twig Dogwood		
	Cornus sericea 'Flaviramea' Yellow-twig Dogwood		
	Cotoneaster acutifolius Peking Cotoneaster		
	Euonymus alata 'Compacta' Dwarf Winged Euonymus	21"	
	Forsythia x intermedia Forsythia		
	Hibiscus syriacus Rose of Sharon		
	Juniperus spp.		
	Ligustrum vicaryi Golden Privet		
	Ligustrum vulgare 'Lodense' Lodense Privet		
	Lonicera tartarica 'Arnold Red' Arnold Red Honeysuckle		
	Mahonia aquifolium 'Compacta' Dwarf Oregon Grape		
	Philadelphus lewisii Mockorange		Drought tolerant

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OVERLAKE AT TOOELE  
Recommended Plant List

Qty	Botanical Name/ Common Name	Min. Size	Sources/ Comments
	<i>Physocarpus opulifolius</i> Common Ninebark		
	<i>Picea abies</i> 'Nidiformis' Nest Spruce		
	<i>Pinus mugo mugo</i> Mugo Pine		Drought tolerant
	<i>Potentilla fruticosa</i> Shrubby Cinquefoil		Drought tolerant
	<i>Prunus x. cistena</i> Purple-leafed Sandcherry		
	<i>Purshia tridentata</i> Bitter Brush		Drought tolerant
	<i>Pyracantha coccinea</i> Pyracantha		Drought tolerant
	<i>Rhamnus frangula columnaris</i> Tallhedge Buckthorn		
	<i>Rhus glabra cismontana</i> Dwarf Smooth Sumac		Drought tolerant
	<i>Rhus trilobata</i> Oakbrush Sumac		Drought tolerant
	<i>Ribes aureum</i> Golden Currant		Drought tolerant
	<i>Rosa rugosa</i> Ramanas Rose	15"	
	<i>Rosa woodsii</i> Woods Rose		Drought tolerant
	<i>Salix purpurea nana</i> Blue arctic willow		
	<i>Sambucus caerulea</i> Blue Elderberry		
	<i>Spiraea bumalda</i> 'Crispa' Crisp-leaf Spirea		
	<i>Spiraea japonica</i> 'Little Princess' Japanese Spirea		
	<i>Spiraea nipponica tosaensis</i> 'Snowmound' Snowmound spirea		
	<i>Symphoricarpos albus</i> Common Snowberry		
	<i>Syringa vulgaris</i> Common Lilac		
	<i>Thuja occidentalis</i> 'Emerald' Emerald Arborvitae		
	<i>Viburnum burkwoodii</i>		

OK  
12-18-97

OVERLAKE AT TOOELE  
Recommended Plant List

Qty	Botanical Name/ Common Name	Min. Size	Sources/ Comments
	Burkwood Viburnum		
	Viburnum trilobum American Cranberrybush		
	Weigela florida Weigela		

**GROUNDCOVER**

	Arctostaphylos uva-ursi Kinnikinnick/Bearberry	1 gal. @ 3' o.c.	
	Cerastium tomentosum Snow-In-Summer		
	Cotoneaster dammeri Bearberry Cotoneaster	1 gal. @ 3' o.c.	
	Euonymus fortunei Winter Creeper		
	Fragaria virginiana Alpine Strawberry		
	Mahonia repens Creeping Mahonia	15"	Drought tolerant
	Parthenocissus quinquefolia Virginia Creeper		
	Parthenocissus tricuspidata Boston Ivy	1 gal.	
	Vinca minor Dwarf Periwinkle		

**GRASSES and WILDFLOWERS**

	Bouteloua gracilis Blue Grama		Drought tolerant
	Linum lewisii Blue Flax		Drought tolerant
	Penstemon palmeri Palmer Penstemon		Drought tolerant
	Stipa hymenoides Indian Ricegrass		Drought tolerant
	Achillea millefolium Yarrow		
	Agropyron spicatum spicatum Bluebunch Wheatgrass		
	Aquilegia caerulea Rocky Mtn. Columbine		
	Balsamorhiza sagittata Arrowleaf Balsamroot		
	Festuca rubra Creeping Red Fescue		

OK  
12-18-97

AUG-18-1997 10:39

JUMGARDNER ARCH

206 447 8194 P.12/12

OVERLAKE AT TOOELE

## Recommended Plant List

Qty	Botanical Name/ Common Name	Min. Size	Sources/ Comments
	Geranium viscosissimum Wild Geranium		
	Oenothera berlandieri sisky Mexican Primrose		
	Festuca ovina glauca Blue Fescue	1 gal.	Drought tolerant
	Pennisetum alopecuroides 'Hameln' Hameln Dwarf Fountain Grass		Drought tolerant
	Penstemon strictus Rocky Mtn. Penstemon		Drought tolerant

OKS  
12-18-97

FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT K  
INTERPRETATION OF USE AREA BOUNDARIES AND ALLOWED USES**

*MA  
12-18-97*

FINAL AGREEMENT (12/19/97)

**EXHIBIT K**  
**OVERLAKE DEVELOPMENT PLAN**  
**INTERPRETATION OF USE AREA BOUNDARIES AND ALLOWED USES**

**Interpretation of Overlake Development Plan Use Area Boundaries.**

In the event of the need to resolve a question or dispute pertaining to the boundary or location of a use area, the City Council, following the receipt of a Planning Commission recommendation, shall have the authority and jurisdiction to render a determination of the applicable boundary for a use area. The City Council and Planning Commission shall take into consideration the following criteria in rendering such determination:

- (A) The uses and development standards pertaining to such use area;
- (B) Where a use area boundary is shown following a road, right-of-way, parkway, public utility right-of-way, railroad line, or a stream or watercourse, the use area boundary shall be deemed to be changed automatically whenever such center line or the main railroad track is changed by natural or artificial means.
- (C) Where a use area boundary is shown as following a township boundary line, a property line, a plot line or a projection of any one of the same, such boundary shall be such landmarked or monumented line or projection thereof. If such boundary is shown as separated from but approximately parallel to any such landmarked or monumented line or projection thereof, such boundary shall be deemed to be parallel to any landmarked or monumented line or projection thereof.
- (D) In areas not subdivided into lots and blocks, wherever a use area is indicated as a strip adjacent to and paralleling a road or railroad right-of-way, the depth of such strips shall be in accordance with dimensions measured at right angles from the center line of the road or railroad right-of-way, and the length of frontage shall be in accordance with dimensions measured from section, quarter section, or division lines, or center lines of roads or railroad rights-of-way.

**Interpretation of Allowed Overlake Development Plan Permitted or Conditional Uses.**

In the event of a question or dispute regarding whether a use is allowed within the Overlake Development area, the City Council, following the receipt of a Planning Commission recommendation, shall have the authority and jurisdiction to interpret and to render a determination as to whether a proposed use is similar to and consistent with the permitted or conditional uses of the applicable use area as contained in the Table of Uses. The City Council, and Planning Commission shall take into consideration the following criteria in rendering such interpretation:

- (A) Consistency with the purpose and intent of the uses and development standards applicable to the use area.
- (B) Whether the proposed use is substantially similar to other uses taking into consideration the following criteria:
  - (1) potential trip generation and parking needs,
  - (2) impact on public facilities and services,
  - (3) impact on environmental resources, and
  - (4) impact on existing and potential future uses.

*OKS*  
*12-18-97*



FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT L  
OVERLAKE PHASING SCHEDULE**

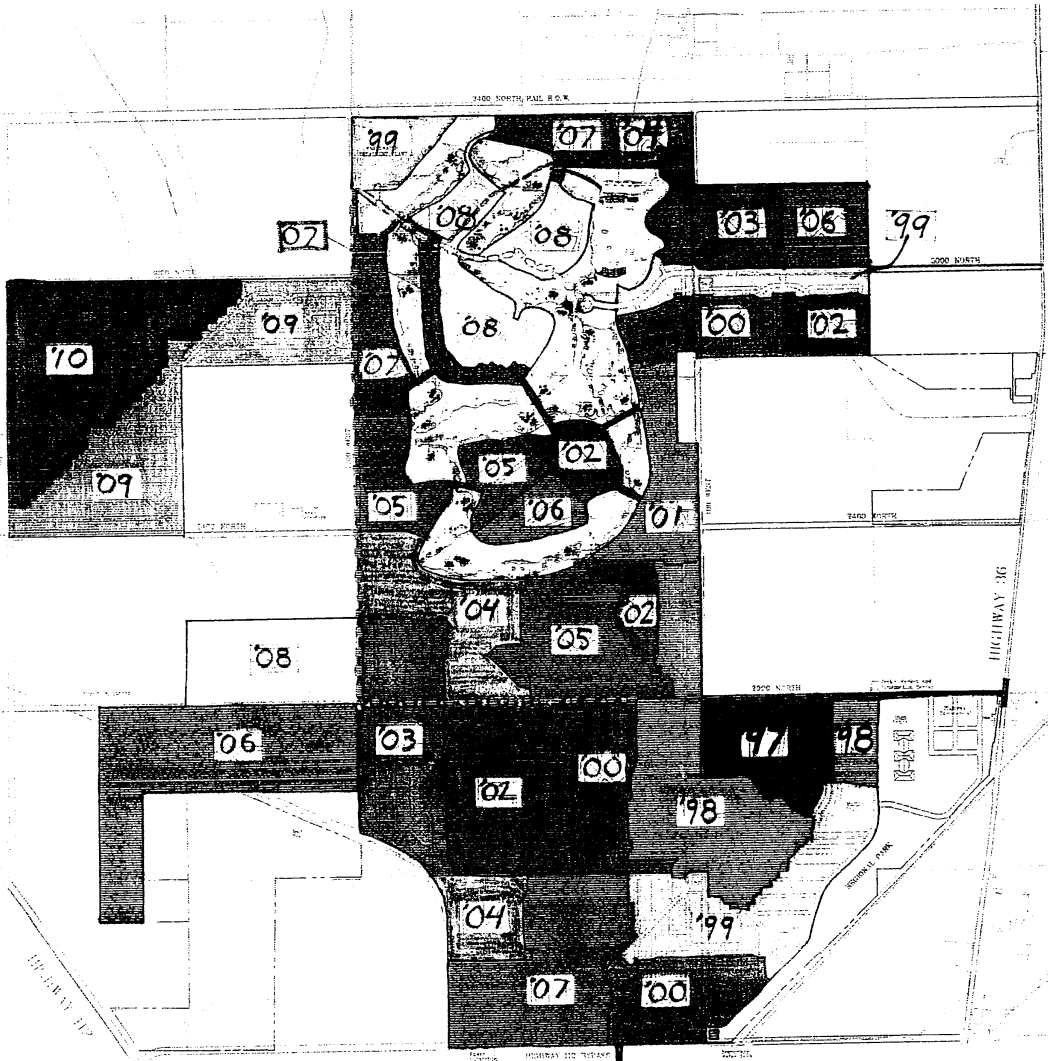
*DKH*  
*12-18-97*



Created by Overlake Development Group

Tooele, Utah

The Bumpgarden Architects Planning Architecture and Interior Design  
Sagecroft Associates Civil Engineering  
The Berger Partnership Landscape Architecture



### Preliminary Phasing Schedule

BY PHASING ORDER: 001 - 1000 (SHADED WITH CROSS-HATCH)  
002 - 1000 (SHADED WITH DIAGONAL HATCH)  
003 - 1000 (SHADED WITH HORIZONTAL HATCH)  
004 - 1000 (SHADED WITH VERTICAL HATCH)

11-18-97

FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT M  
ANNEXATION AGREEMENT**

*DMH*  
*12-18-97*

## ANNEXATION AGREEMENT

This Agreement is made this 15<sup>th</sup> day of November, 1995, by and between Tooele City Corporation, a municipal corporation of the State of Utah, hereinafter called "the City," and Tooele Associates, a partnership, hereinafter called "Petitioner," whose address is 2105 112th Avenue, N.E., Suite 100, Bellevue, Washington 98004. In consideration of the mutual agreements as stated below, the sufficiency of which is acknowledged by both parties, the City and Petitioner agree to performing the following obligations:

*The Petitioner shall:*

1. deed to the City thirty (30) acres in the far northwest corner of Petitioner's property for the new City sewage treatment plant within thirty (30) days of annexation;
2. transfer to the City perfected water rights to draw 686 acre feet of water from wells located on Petitioner's property within thirty (30) days of annexation;
3. set aside for the City 584 acres for schools, a fire station, roadways, parks, and other public services, as described in the Overlake Community Site Data Summary (see Attachment 1)--this is in addition to the thirty (30) acres for the new treatment plant--to be deeded to the City at such time as the land is needed to develop the schools, fire station, roadways, parks, etc.;
4. grant to the City such easements as are necessary to construct and operate the new sewage treatment plant and all water and sewer lines leading to the plant;
5. purchase all of up to 2.25 million gallons per day of plant effluent, at a rate to be negotiated, for twenty (20) years, to be used on a golf course and holding ponds constructed by Petitioner at its expense, or disposed of in some other way acceptable to the City;
6. comply with the requirements of Tooele City Code Title 4 (building regulations) and Title 7 (zoning and subdivisions);
7. construct, maintain, and manage an 18-hole public golf course by January 1, 1998;
8. construct a main water line (the size and location to be negotiated) connecting existing City service to the new treatment plant, with each party bearing one-half of the cost, the schedule of payments to be negotiated.

*The City shall:*

1. commit to a favorable approach toward the Petition for Annexation of Petitioner, dated September 9, 1995, pursuing such efforts as are appropriate to a municipal corporation, including bringing Petitioner's petition to a formal vote of the City Council;

DXT

- 2. construct a new sewage treatment plant at the far northwest corner of Petitioner's property;
- 3. adopt a zoning scheme which will allow Petitioner to develop its land according to the Overlake Community Site Data Summary and as approved by the Tooele City Building Official.

Execution of this Annexation Agreement by Tooele Associates is a necessary condition to Tooele City Council approval of the Tooele Associates Petition for Annexation.

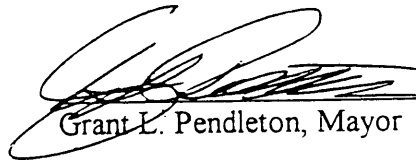
This Annexation Agreement shall be binding upon all successors and assigns of Petitioner.

Petitioner agrees to hold the City harmless from all liability and claims for damages by reason of injury to person or property arising from the performance or nonperformance by Petitioner, its employees, agents, and subcontractors, of its obligations under this Agreement.

ATTEST:

\_\_\_\_\_  
Patrick H. Dunlavy, Recorder

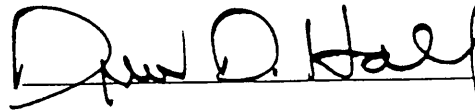
TOOELE CITY CORPORATION

  
\_\_\_\_\_  
Grant L. Pendleton, Mayor

ATTEST:

\_\_\_\_\_

PETITIONER

  
\_\_\_\_\_

DNA  
11-15-

## OVERLAKE COMMUNITY SITE DATA SUMMARY

LAND USE	ACREAGE*
<u>Treatment Plant</u>	30.0 acres
Ponds ( in golf course & parks)	95.0 acres
Sub-total Treatment Pl.:	125.0 acres
<u>Open Space</u>	
Golf Course	
(18 holes w/o ponds)	277.5 acres
Regional Park @ UP tracks	80.0 acres
Parks w/ ponds	45.5 acres
Niighborhood Parks	10.5 acres
Equestrian/trails (2.5 mi.)	3.0 acres
Sub-total Open Space:	413.5 acres
<u>Educational</u>	
High School	55.0 acres
Institute	6.0 acres
Middle School	21.0 acres
Elementary Schools (3)	30.0 acres
Sub-total Educational:	112.0 acres
<u>Institutional</u>	
Fire (one site @ south entry)	2.5 acres
Other (churches, fire, library, street maint., civic, etc.	10.0 acres
Sub-total Institutional:	22.5 acres
<u>Housing</u>	
2-acres + equestrian	565.0 acres
1-2 acre estates	262.0 acres
1/2 - 1 acre	75.0 acres
1/3 acre +	950.0 acres
Less than 1/3 acre SFR	85.0 acres
Patio/Zero-lot line SFR	45.0 acres
MFR (townhome/apts.)	50.0 acres
Sub-total Housing:	2,032.0 acres
<u>Public roads</u>	
Major Arterials (41,550x107)	102.0 acres
Collectors (19,600x80)	36.0 acres
Local Streets (132,800x60)	185.0 acres
Sub-total Public Roads:	323.0 acres

\* Total acreage of Tooele Associates and associated properties is 2,941 acres

DATA  
11-15-9\*

FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT N  
LAND APPLICATION AGREEMENT/FUNDING AGREEMENT**

*MK  
12-18-97*

LAND APPLICATION AGREEMENT/  
FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of June, 1996, by and between the City of Tooele, Utah, a municipal corporation, hereinafter referred to as the CITY, and Tooele Associates LLC, a Washington Limited Liability Corporation, hereinafter referred to as ASSOCIATES.

WHEREAS, the CITY has previously agreed to construct a wastewater treatment facility on property formally owned by ASSOCIATES; and

WHEREAS, ASSOCIATES has previously agreed to purchase and store wastewater effluent discharged from the CITY'S new wastewater treatment facility;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

ARTICLE I

COMPLIANCE WITH FEDERAL AND STATE WATER REGULATIONS

1-1 The CITY shall comply with all applicable Federal and State of Utah Division Of Water Quality laws and regulations related to operation and maintenance of the wastewater treatment facility and discharge of wastewater effluent to ASSOCIATES.

1-2 The CITY shall make available to ASSOCIATES all written documentation related to compliance with federal and state water quality laws.

1-3 The CITY will provide written notification to ASSOCIATES within 48 hours of any communication from federal or state agencies alleging non-compliance with existing regulations.

1-4 The CITY shall promptly, without cost to ASSOCIATES, make necessary repairs and maintenance to the wastewater treatment facility or discharge equipment to correct any deficiencies noted by federal or state regulatory agencies.

1-5 Beyond the point of discharge, ASSOCIATES shall comply with all applicable Federal and State of Utah Division Of Water Quality laws and regulations related to the use of treated wastewater.

DDA  
6-5-99



## LAND APPLICATION AGREEMENT/FUNDING AGREEMENT

PAGE 2

1-6 ASSOCIATES shall provide the CITY with all written documentation related to compliance from federal and state agencies, including the State of Utah Division Of Water Quality, that have regulatory jurisdiction over the ASSOCIATES use of treated wastewater effluent, within 30 days of receipt by the ASSOCIATES.

1-7 ASSOCIATES will provide written notification to the CITY within 48 hours of any communication from federal or state agencies alleging non-compliance on the part of ASSOCIATES.

1-8 ASSOCIATES shall promptly, without cost to the CITY, make necessary repairs and maintenance to the distribution system wastewater treatment facility or discharge equipment beyond the point of discharge, to correct deficiencies noted by federal or state regulatory agencies.

## ARTICLE II

## TERM

2-1 The term of this lease shall be twenty (20) years with four options to renew, subject to the terms herein.

2-2 The commencement date shall be the 1st day of January 1998, or at such time as the City begins discharge of treated wastewater, whichever occurs later in time.

2-3 Termination of the initial term shall occur on the 1st day of January 2018, unless sooner terminated as provided herein.

2-4 ASSOCIATES shall provide written notice to the CITY of its intention to exercise its option to renew twelve (12) months prior to the expiration of the then current lease term, provided that:

- (a) any option to renew will be subject to mutual written agreement of the treated wastewater rate to be charged ASSOCIATES by the CITY for the option period;
- (b) each option to renew shall be for a term of five (5) years; and,
- (c) provided that neither ASSOCIATES nor the CITY is in default on this AGREEMENT.

DK  
6-5-98

LAND APPLICATION AGREEMENT/FUNDING AGREEMENT  
PAGE 3

ARTICLE III

CONSIDERATION

3-1 Purchase of treated wastewater by ASSOCIATES from the CITY shall be based on the fair market value, as mutually agreed upon by ASSOCIATES and the CITY, for the volume and quality of the treated wastewater discharged by the CITY.

3-2 The fair market value shall be determined by mutual agreement prior to January 1, 1998, or the initial date of discharge by the CITY, whichever occurs at the later date, and shall be redetermined after each five (5) year period of this AGREEMENT.

3-3 ASSOCIATES shall pay, in advance, on January 1 of each calendar year, the annual cost to purchase, under the terms of this agreement, the treated wastewater. The volume of treated wastewater to be purchased by ASSOCIATES shall be estimated for each calendar year, based on independent engineers' estimates, such engineers' estimates to be mutually agreed to by ASSOCIATES and the CITY. Adjusted payments or credits shall be paid within thirty (30) days written notice by the CITY based on independent engineers' confirmed actual volume for the prior lease year. ASSOCIATES shall bear the cost of obtaining the independent engineers' estimates.

3-4 ASSOCIATES shall receive a credit, to be applied pro-ratably over the initial term of this AGREEMENT in the amount of funds paid by ASSOCIATES for construction of advanced wastewater treatment facilities, provided however, that the actual ASSOCIATES annual cash payments for treated wastewater are equal to or greater than the CITY'S annual budget for operation and maintenance of the advanced treatment facilities. Such budget shall be determined by independent engineers and mutually agreed upon by ASSOCIATES and the CITY.

3-5 In the event that the annual purchase amount is not paid within thirty (30) days of the due date, ASSOCIATES shall pay a late fee equal to Ten Dollars (\$10.00) per day.

3-6 It is anticipated that the CITY shall construct its wastewater treatment facility with funds provided by a BOND. The CITY shall use annual funds paid by ASSOCIATES for treated wastewater as a source of revenue for payment of the BOND. Furthermore, ASSOCIATES acknowledges and consents to the assignment of annual purchase payments for that purpose and agrees that, in case of a default by the CITY, under the

DW  
6-5-96

## LAND APPLICATION AGREEMENT/FUNDING AGREEMENT

PAGE 4

terms and conditions of the BOND, ASSOCIATES shall make annual purchase payments to the Bondholder.

## ARTICLE IV

## POINT OF DISCHARGE

4-1 "Point of discharge" shall be defined as the point at which the treated effluent leaves City property and enters property owned by Associates.

4-2 The CITY shall provide treated wastewater, under the terms and conditions specified in this AGREEMENT at a mutually agreed upon point of discharge. Such point of discharge shall establish the point at which ownership of the treated wastewater is transferred from the CITY to ASSOCIATES.

4-3 The CITY shall be responsible for all installation operating costs, including maintenance and repairs, for all facilities located within property owned by the CITY, up to the point of discharge.

4-4 ASSOCIATES shall be responsible for all installation and operating costs, including maintenance and repairs, for all facilities located within property not owned by the CITY, up to the point of discharge.

## ARTICLE V

## ENTRY AND INSPECTION

5-1 The CITY shall have the right of entry, during normal business hours, to inspect, upon ASSOCIATES property, the storage and use of treated wastewater purchased by ASSOCIATES from the CITY to insure compliance with all federal and state water regulations.

5-2 ASSOCIATES shall have the right of entry, during normal business hours, to inspect, upon the CITY property, the treatment and discharge of waste produced by the CITY'S wastewater treatment facility and related storage and discharge of the wastewater to insure compliance with all federal and state water regulations.

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6-5-96

LAND APPLICATION AGREEMENT/FUNDING AGREEMENT  
PAGE 5

ARTICLE VI

ASSIGNMENT AND SUBLETTING

- 6-1 ASSOCIATES shall not assign their interest or obligations in this AGREEMENT, nor any part thereof without the prior written consent of the CITY.
- 6-2 Consent to assignment shall not be unreasonably withheld by the CITY.

ARTICLE VII

DEFAULT

- 7-1 A breach of any of the provisions of this AGREEMENT shall be a breach of the entire AGREEMENT, and the breaching party shall be in default of the AGREEMENT. The non-defaulting party shall provide the defaulting party ten days to cure any default. If the default is not cured within ten days, the non-defaulting party may cure the default and bill the defaulting party for the cost of the curing the default.

ARTICLE VIII

INDEMNITY AND INSURANCE

- 8-1 The CITY shall indemnify and hold harmless ASSOCIATES for damages or claims resulting from discharge from the wastewater treatment plant of wastewater effluent not in compliance with federal or state regulations.
- 8-2 ASSOCIATES shall indemnify and hold harmless the CITY for damages or claims resulting from its distribution, after receiving the notice required in Article 1-3 of this AGREEMENT, of wastewater effluent not in compliance with federal or state regulations.
- 8-3 ASSOCIATES shall provide any and all insurance for its employees as required by federal and Utah law.

~~DATE~~  
1-5-98

LAND APPLICATION AGREEMENT/FUNDING AGREEMENT  
PAGE 6

8-4 Prior to beginning construction, ASSOCIATES shall provide evidence of having obtained a surety or other bond sufficient to cover the cost of completing construction on its 18-hole golf course and containment ponds, as approved by the Tooele City Engineering Department and Planning Commission.

ARTICLE IX

DISPUTE RESOLUTION

9-1 Any disputes arising from this AGREEMENT shall be taken before a mutually agreed upon mediator. The recommendations of the mediator shall not be binding, but the parties shall make a good faith effort to adhere to said recommendations. Should a party reject the recommendations of the mediator, either party may proceed as permitted by law.

9-2 Each party shall bear its own costs and attorneys fees in any mediation proceedings. Should mediation be rejected by a party, both parties may seek those remedies permitted by law.

ARTICLE X

FUNDING OBLIGATIONS

11-1 ASSOCIATES shall purchase from the CITY all of up to 2.25 million gallons per day of treated wastewater effluent discharged from the new wastewater treatment plant to be built by the CITY.

11-2 The purchased wastewater effluent shall be used upon a public golf course and in storage ponds constructed as part of the golf course. ASSOCIATES shall bear the entire cost of constructing the golf course and effluent storage ponds as part of the cost of its development. Effluent received in excess of golf course and storage pond capacity may be used by ASSOCIATES for other purposes not in violation of any Federal or State laws or regulations. ASSOCIATES shall bear the costs of implementing this use.

11-3 ASSOCIATES shall construct a water main line according to specifications provided by the CITY, such line connecting existing CITY water service to the new wastewater treatment plant. The CITY shall reimburse ASSOCIATES for one-half of the cost of construction at a rate to be mutually agreed upon in writing.

DPH  
6-5-96

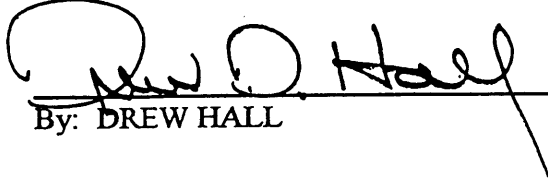
LAND APPLICATION AGREEMENT/FUNDING AGREEMENT  
PAGE 7

11-4 The CITY shall bear the cost of designing and constructing the wastewater treatment plant, with the exception of the costs of the design and construction of advanced wastewater treatment facilities, which cost shall be born by ASSOCIATES. The advanced wastewater treatment facilities are those which make the plant effluent suitable for irrigation. The CITY shall bear the cost of designing and constructing all other fixtures and facilities associated with the wastewater treatment plant and located on property owned by the CITY. ASSOCIATES shall bear the cost of designing and constructing all fixtures and facilities associated with the wastewater treatment plant effluent and located on property not owned by the CITY.

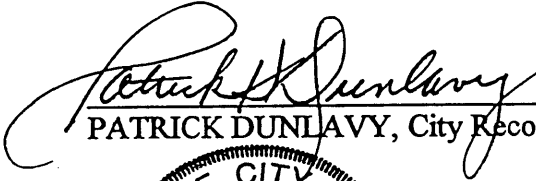
Dak  
6-5-98

DRAFT - MAY 30, 1996  
 LAND APPLICATION AGREEMENT/FUNDING AGREEMENT  
 PAGE 8

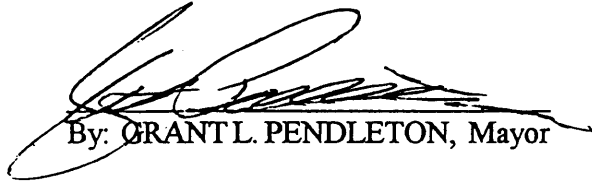
TOOELE ASSOCIATES

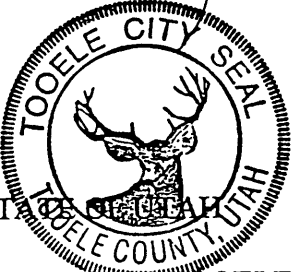
  
 By: DREW HALL

ATTEST:

  
 PATRICK DUNLAVY, City Recorder

TOOELE CITY CORPORATION

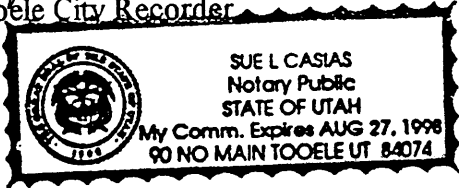
  
 By: GRANT L. PENDLETON, Mayor



ACKNOWLEDGMENTS

STATE OF UTAH )  
 )  
 COUNTY OF TOOELE )  
 :SS.

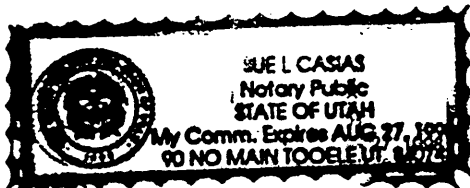
The foregoing instrument was acknowledged before me this 18th day of June, 1996 by Mayor Grant L. Pendleton and Patrick Dunlavy, Tooele City Recorder



  
 NOTARY PUBLIC

STATE OF UTAH )  
 )  
 COUNTY OF TOOELE )  
 :SS.

The foregoing instrument was acknowledged before me this 11th day of June, 1996 by Drew Hall for Tooele Associates.



  
 NOTARY PUBLIC

*Handwritten initials and date*  
 2-5-96

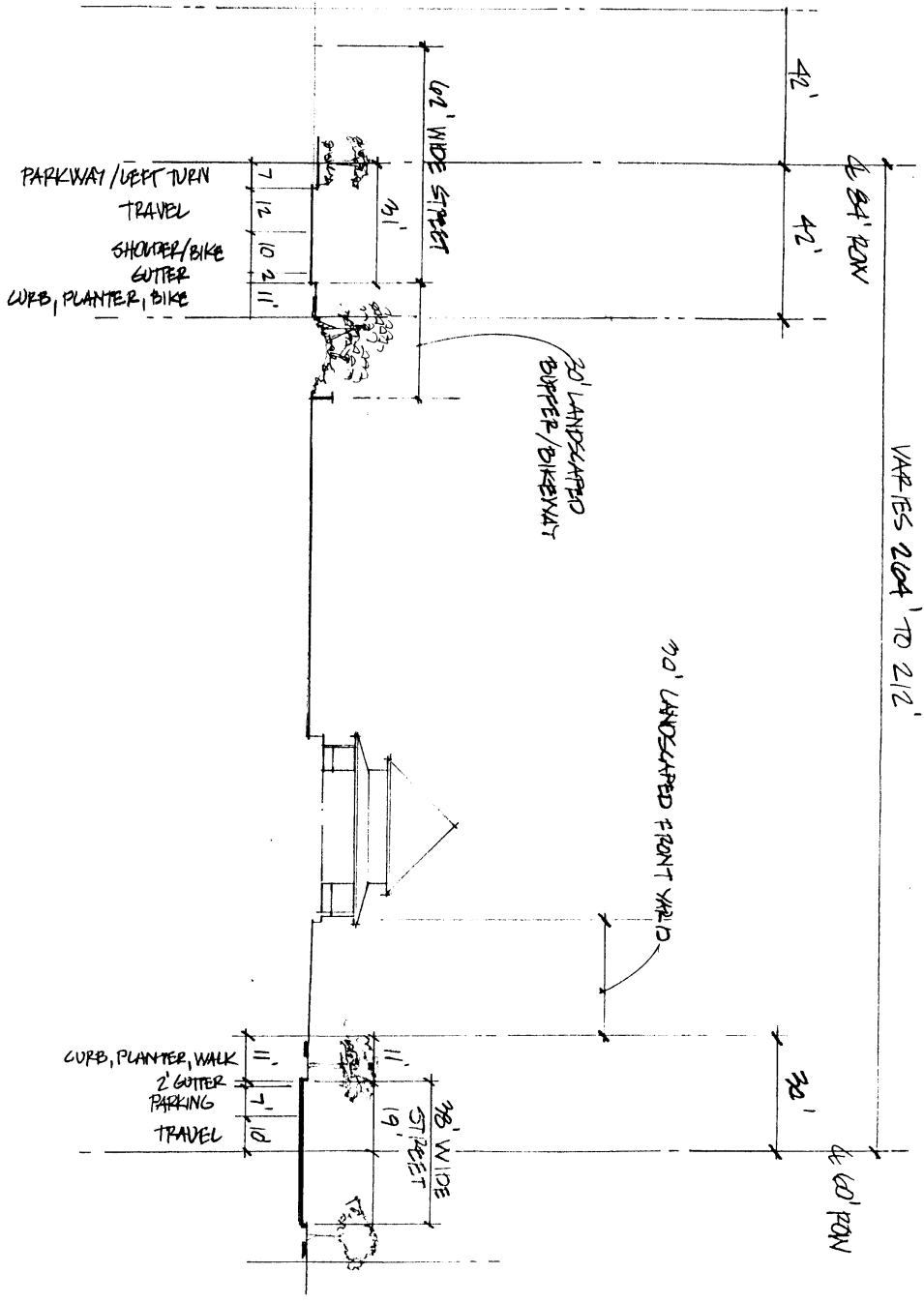
FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT O  
STANDARDS FOR STREET DESIGN**

*MB*  
*12-18-97*



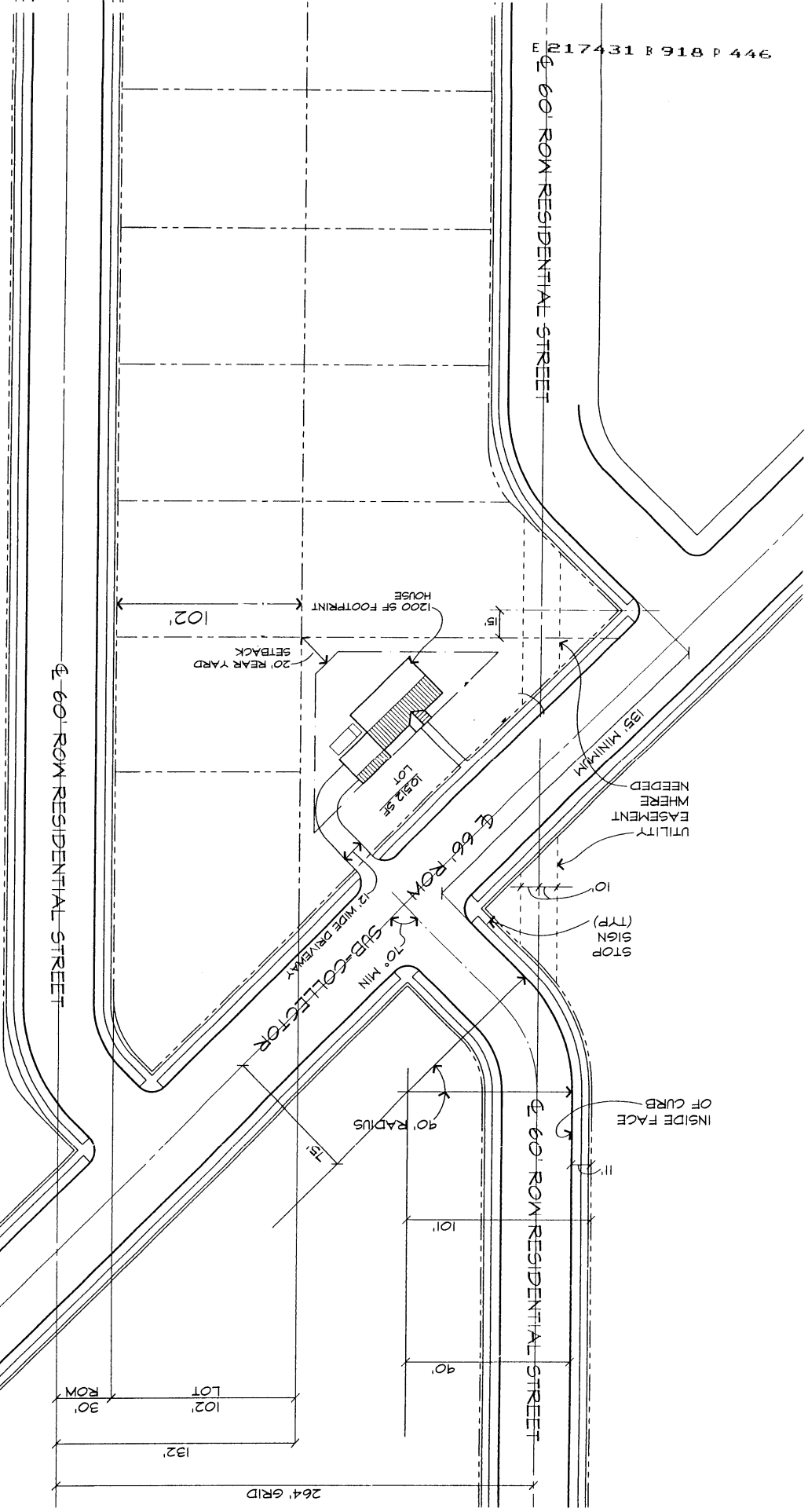
84' ROW LIMITED ACCESS COLLECTOR  
1" = 30'



60' ROW RESID STREET

Typical Buffer at Limited Access Collectors

11/18/17



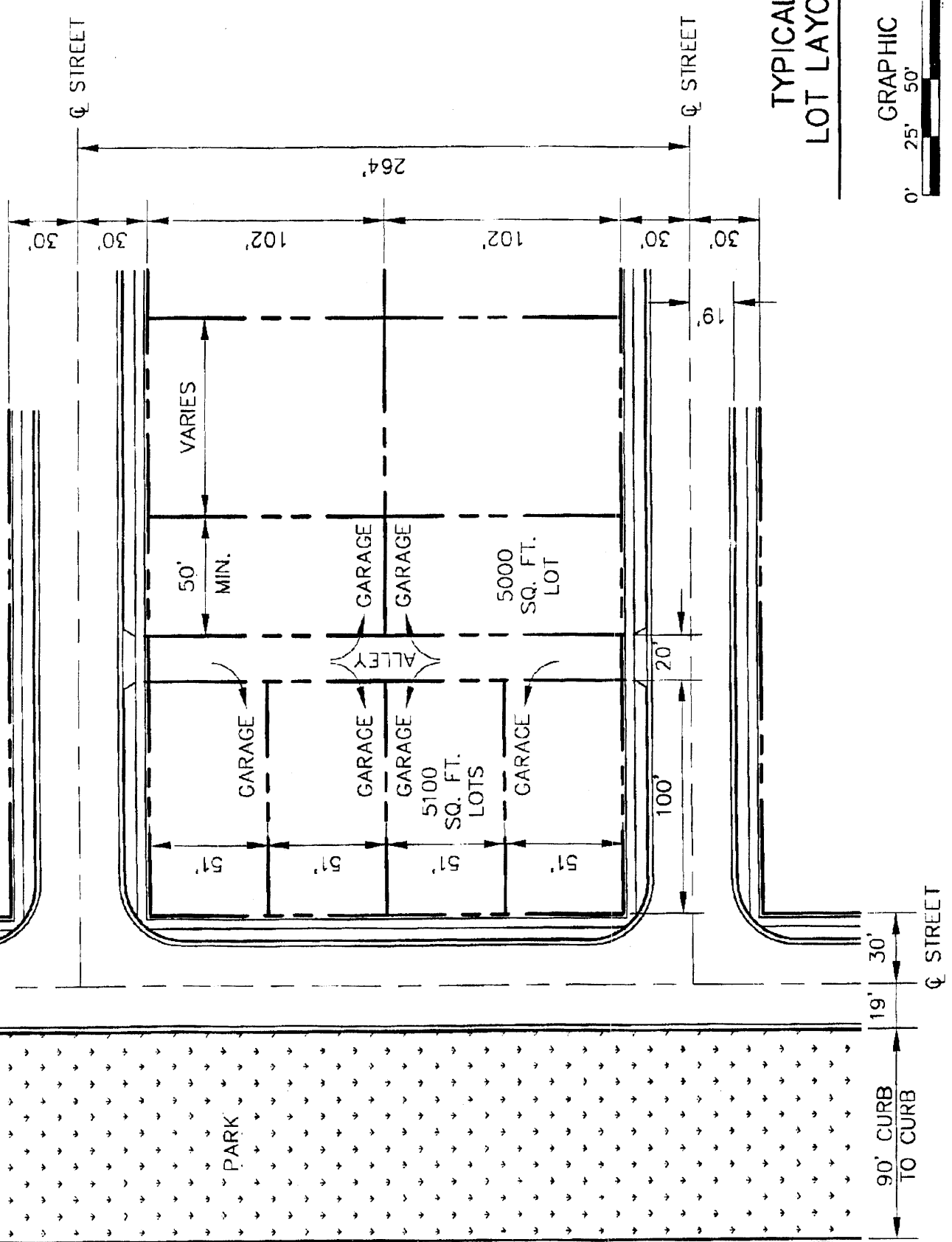
OVERLAKE  
26 AUGUST 1987  
0 10' 25' 50'  
1"=50'-0"

Typical Street Layout

LA 26-11-13-19

TOTAL P.02  
11-18-97  
MK

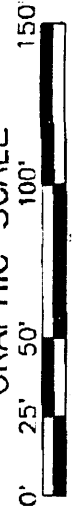
E 217431 B 918 P 447



### TYPICAL LOT LAYOUT

10-29-97

GRAPHIC SCALE



90' CURB TO CURB  
19'  
30'  
Q STREET

11-18-97  
MK

FINAL AGREEMENT (12/19/97)

**OVERLAKE DEVELOPMENT AGREEMENT  
EXHIBIT P  
TOOELE ASSOCIATES LETTER OF STANDING**

*AK*  
*12-18-97*

STATE of WASHINGTON



SECRETARY of STATE

I, RALPH MUNRO, Secretary of State of the State of Washington and custodian of its seal,

hereby issue this certificate that according to the records on file in this office,

CERTIFICATE OF EXISTENCE/AUTHORIZATION

OF

TOOELE ASSOCIATES LIMITED PARTNERSHIP

I FURTHER CERTIFY that the records on file in this office show that the

above named limited partnership was formed under the laws of the  
State of Washington and was issued a certificate of limited partnership

in Washington on March 6, 1996.

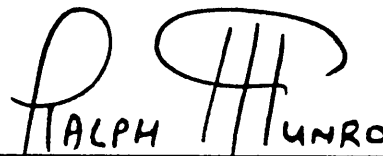
I FURTHER CERTIFY that as of the date of this certificate, no cancellation

has been filed, and that the limited partnership is duly authorized to  
transact business in the corporate form in the State of Washington.



Date: June 18, 1996

Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

  
RALPH MUNRO

Ralph Munro, Secretary of State

H. Kramer

12-18-97