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JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Apr 27 4:31 pm FEE 140.00 BY SW  
RECORDED FOR SARATOGA SPRINGS CITY

## MASTER DEVELOPMENT AGREEMENT FOR LEGACY FARMS

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on April 15, 2015, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation ("City") and D.R. Horton, Inc., a Delaware Corporation ("Developer"). The City and Developer are sometimes collectively referred to herein as the "Parties."

### RECITALS:

**WHEREAS**, Developer is under contract to purchase 181.93 acres of property from Suburban Land Reserve, Inc. ("SLR") with vested development rights in the development known as Legacy Farms in Saratoga Springs, Utah ("Property"), which is more fully described in Exhibit A attached hereto and incorporated herein; and

**WHEREAS**, the Property is part of approximately 2,910 acres of property previously or currently owned by Corporation of the Presiding Bishopric of The Church of Jesus Christ of Latter-day Saints ("CPB"), which larger parcel(s) has been granted vested development rights as further stated in these recitals; said 2,910 acres shall be referred to hereinafter as the "CPB Property"; and

**WHEREAS**, on August 31, 2010, the City passed Ordinances Nos. 10-12, 10-13, 10-14, and 10-15 ("Ordinances"), which pertained to the CPB Property and which granted vested development rights to the CPB Property; and

**WHEREAS**, the CPB Property included 1,803 acres of property that was annexed into the City of Saratoga Springs concurrently with Ord. 10-15 as well as 1,107 acres of property that was already within the incorporated limits of the City of Saratoga Springs; and

**WHEREAS**, Ordinance No. 10-15 also approved the Saratoga West Annexation Agreement ("Annexation Agreement"); and

**WHEREAS**, the Annexation Agreement governs the CPB Property, grants development rights to all of the CPB Property, and was recorded with the Utah County Recorder's Office on January 19, 2011 as Entry Number 5778:2001; and

**WHEREAS**, the Annexation Agreement grants CPB the rights to develop 16,000 residential dwelling units and 10 million square feet of non-residential space on the entire CPB Property, which collectively equals 20,620 equivalent residential units; and

**WHEREAS**, Ord. No 10-15 approved the Saratoga Springs City Center District Area Plan ("District Area Plan"), attached as Exhibit B, which specifies that CPB is entitled to build 16,000 residential units and 20,620 equivalent residential units on the CPB Property; and

**WHEREAS**, the District Area Plan lists approved place types, which describe combinations of land uses in which planning principles are applied in a certain way to achieve a particular community character, are meant to be used as a guideline for future development, and cover a range of uses and building types; the Place Type approved in this Agreement for the Property is Traditional Neighborhood; and

**WHEREAS**, concurrent with the adoption of Ord. No. 10-15 and approval of the Annexation Agreement, the City Council passed Ord. No. 10-12, which gave the CPB Property the designation of Planned Community Zone; and

**WHEREAS**, in passing the Ordinances, the City acted pursuant to its legislative authority under Utah Code § 10-9a-102, which gives municipalities authority to “enact all ordinances, resolutions, and rules” and to “enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements”; and

**WHEREAS**, Section 19.26.05 of the City Code requires properties that have been designated as a Planned Community Zone be part of an approved community plan; and

**WHEREAS**, Developer has submitted the Legacy Farms Community Plan (“Community Plan”), attached as Exhibit C; and

**WHEREAS**, the Planning Commission, after a duly-noticed public hearing, has considered the Community Plan and this Agreement and has forwarded a positive recommendation to the City Council on both, subject to the findings and conditions listed in the minutes attached hereto as Exhibit D and Report of Action and adopted findings and conditions in the staff report attached as Exhibit F; and

**WHEREAS**, the City Council, after a duly-noticed public meeting, and after consideration of the Planning Commission recommendation as well public comment received by the Planning Commission, has approved the Community Plan and this Agreement, subject to the findings and conditions listed in the minutes attached hereto as Exhibit E and Report of Action and adopted findings and conditions in the staff report attached as Exhibit F; and

**WHEREAS**, per Section 19.26.01 of the City’s Land Development Code, the Planned Community Zone provides for a “diversity of uses to meet the life cycle of residents, including a range of housing types” and for a “variety of development and use standards, including a range of heights, setbacks, densities, and lot sizes, to achieve innovative design patterns.” The City Council finds that the proposed Community Plan meets the intent of Section 19.26.01 by providing a diversity and variety of housing types to meet the life cycle and needs of the residents; and

**WHEREAS**, the Planning Commission and City Council, pursuant to Section 19.26.05(3) of the City Code, find that the Community Plan submitted: (a) is consistent with the goals, objectives, and policies of the City's General Plan (the "General Plan"), with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) complies with the General Plan regarding the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06 of the City Code; and (g) contains the required elements as dictated in Section 19.26.07 of the City Code; and

**WHEREAS**, said Community Plan is consistent with the legislative policies set previously by the City Council through adoption of the Ordinances, approval and execution of the Annexation Agreement, and adoption of Chapter 19.26, "Planned Community Zone" by the City's legislative body; and

**WHEREAS**, through approving the Community Plan, the City Council is applying the Ordinances, Annexation Agreement, and Chapter 19.26 of the Land Development Code to the Property and is acting as the land use authority pursuant to the City's Land Development Code; and

**WHEREAS**, the City desires to enter into this Agreement to promote the health, safety, welfare, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and development of the Property; and

**WHEREAS**, the City desires to enter into this Agreement because this Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and to guide the orderly development of the Property consistent with the City General Plan, the City Code, and the conditions imposed by the Planning Commission and City Council. Developer desires to enter into this Agreement to confirm its development rights and to obtain clarity regarding the improvements it shall construct and the applicable reimbursements and credits; and

**WHEREAS**, Developer and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developer may develop the Property; and

**WHEREAS**, this Agreement and its exhibits, including but not limited to the Community Plan, constitute the Master Development Plan, as provided for in City Code § 19.13.08, and the Master Development Agreement, as provided for in City Code Chapter 19.26; this Agreement

identifies the land uses, densities, obligations for construction of utilities, improvements, and infrastructure, and general phasing of the development; and

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

**WHEREAS**, acting as the land use authority, and after all required public notice and hearings, the City Council has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City Code (collectively, the "Public Purposes"), and implements, executes, and administers the legislative policies set pursuant to the Ordinances, Annexation Agreement, and Chapter 19.26 of the Land Development Code. As a result of such determination, City has elected to authorize the development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and implement legislative policies previously set by the legislative body.

#### **AGREEMENT:**

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

1. Effective Date. This Agreement shall become effective on the date it is recorded in the Utah County Recorder's Office after being executed by Developer and the City (the "Effective Date").
2. Affected Property. The Property Ownership Map, Vicinity Map, and Legal Descriptions for the Property are attached as Exhibit A. This Agreement shall be recorded against the Property as provided in Section 29(b) below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City. If there is any portion of the Property not owned by Developer when this Agreement is signed, the owner(s) of record of such portion(s) of the Property shall execute the consent provision set forth beneath the Parties' signature blocks at the end of this Agreement.
3. Zone Classification and Permitted Uses. According to the Ordinances and Annexation Agreement, the zoning classification on the Property is the Planned Community Zone ("PC Zone"). Except as otherwise provided in this Agreement, the City shall not unilaterally change the zoning designation on the Property during the term of this Agreement or any extension. Land uses in these zoning designations shall be governed

by the Community Plan and the approved Village Plan(s). If a land use issue is not addressed by the Community Plan or an approved Village Plan, then, by default, the land use issue shall be determined by the provisions of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. Attached hereto as Exhibit "I" is a copy of Chapter 19.26 of the City Code as constituted on the Effective Date of this Agreement. In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 shall take precedence. In the event of a conflict between this Agreement, Chapter 19.26, the Community Plan, or any Village Plan(s) submitted pursuant to paragraph 18 of this Agreement or Chapter 19.26 of the City Code, the provisions in the Community Plan and the approved Village Plans shall take precedence. If Chapter 19.26 of the City Code is amended in the future in a manner deemed by Developer and the City (i.e., by the applicable land use authority of the City) to be favorable to the Project, Developer and the City can mutually agree to comply with the future amendment, as opposed to the version of the Code as constituted on the Effective Date of this Agreement, without the need to amend this Agreement.

4. Applicable Code Provisions. The development and use of the Property shall be governed by the Community Plan and the approved Village Plans. If an issue is not addressed by the Community Plan or an approved Village Plan, the provisions of Title 19 of the City Code as constituted on the Effective Date of this Agreement shall be applicable, but only to the extent they are not inconsistent with this Agreement, the Community Plan or the approved Village Plan(s). The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Title 19 of the City Code, and other requirements generally applicable to development in the City at the time of preliminary plat application so long as they are not inconsistent with the Community Plan or the approved Village Plan(s). In the event of a conflict between other chapters of Title 19 and Chapter 19.26, Chapter 19.26 shall take precedence. In the event of a conflict between Chapter 19.26, the Community Plan, a Village Plan(s), Ordinances 10-12—10-15, the Annexation Agreement, or this Agreement, the provisions of the Community Plan and approved Village Plan(s) shall take precedence.
  
5. Reserved Powers. Except as otherwise provided in this Agreement, this Agreement shall not limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developer's vested rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's vested rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be

heard with respect to the proposed change and its applicability to the Property.

6. Rights and Obligations under Master Development Agreement. Subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop in accordance with the District Area Plan, Community Plan, approved Village Plan(s) and Chapter 19.26 of the Land Development Code. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in any Village Plan submitted pursuant to Chapter 19.26 and Section 18 below. Developer's vested right of development of the Property is expressly subject to and based upon compliance with and performance by Developer of all of the terms, conditions, and obligations of Developer under the District Area Plan, Community Plan, and approved Village Plan(s) submitted in accordance with Section 18 below, Chapter 19.26 of the Land Development Code, this Agreement, and the Exhibits attached to this Agreement.
  
7. Densities and Approved Uses.
  - a. The Property shall be entitled to a maximum of 1,055 equivalent residential units (ERUs) (comprised of 1,000 residential ERUs and 55 civic ERUs), which is consistent with the pro rata share of ERUs for the Property as calculated by determining the percentage of acreage of the Property as compared to the entire CPB Property and multiplying that same percentage by the total number of entitled ERUs under the District Area Plan and Annexation Agreement. ERUs shall be calculated in accordance with the provisions of the approved Community Plan and applicable Village Plan(s). The District Area Plan establishes an overall entitlement of 20,620 ERUs on the entire CPB Property. The Property, 182 acres, constitutes approximately 6.3% of the total acreage of the entire 2,910 acres of CPB Property covered by the District Area Plan. The proportionate number of ERUs, using the same percentage, for the Property is 1,299 ERUs. The 1,055 ERUs for the Property are less than the pro rata share of ERUs for the entire CPB Property. The Village Plans submitted pursuant to paragraph 18 herein shall not collectively exceed 1,055 ERUs.
  
  - b. The approved uses of the project shall be those uses designated as Traditional Neighborhood as defined in the District Area Plan except that apartments shall not be allowed. All uses shall be consistent with the provisions in the District Area Plan pertaining to Traditional Neighborhood. The City shall have the right to approve accessory uses.
  
8. Water Infrastructure, Dedications, and Fees.
  - a. Water. The City has already received sufficient culinary water rights from CPB (or its affiliate) for the intended development of the Property, in exchange for which CPB has "water credits" with the City. On a plat-by-plat basis, as

development occurs, Developer shall arrange for CPB to assign sufficient culinary water credits to Developer to satisfy the culinary water requirements for each plat according to City ordinances, resolutions, and standards (hereinafter “City regulations”) in effect at the time of plat recordation. A notarized letter from CPB transferring the water credits for each plat of the Project will be sufficient. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City, which approval shall not be unreasonably withheld. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, that has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or that does not meet City regulations. The City acknowledges that the water credits pertain to water sources that are adequate to serve the culinary water requirements for development of the Property. CPB does not have secondary water right credits with the City; accordingly, Developer shall arrange for CPB to transfer adequate secondary water rights to the City (from Utah Lake Distributing or otherwise) for the purpose of providing the Project with sufficient secondary water rights on a plat-by-plat basis for the intended development of the Property.

- b. Water Facilities for Development. At the time of plat recordation for each phase, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of the property depicted on the plat in accordance with the City regulations and this Agreement. The anticipated water improvements are set out in the Community Plan and, if applicable, Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City’s best estimate as to the required improvements and is not intended to be an exhaustive list. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable) but may be adjusted in accordance with current City regulations and this Agreement.
- c. City Service. City shall provide public culinary and secondary water service to the Property and maintain the water system improvements intended to be public upon Developer’s installation of such improvements, Developer’s dedication of the improvements to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Water, and Roads.

- a. At the time of plat recordation for each phase, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of the portion of the property depicted on the plat in accordance with the City regulations and this Agreement. The anticipated improvements are set out in the Community Plan and, if applicable, Village Plans submitted pursuant to paragraph 18 of this Agreement. Said list of improvements is the City's best estimate as to the required improvements and is not intended to be an exhaustive list. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the Community Plan and any Village Plan (if applicable), but may be adjusted in accordance with current City regulations and this Agreement.
- b. Storm water runoff for each plat must be detained and treated to meet City, State, and Federal codes and regulations. Developer is responsible for complying with UPDES and NPDES requirements during and after construction and shall obtain an NOI permit prior to commencing any construction activities. Natural drainages shall be left unimproved and no lot boundary shall contain any portion of land that is at or below the 100-year storm event high water elevation or is within the 100-yr floodplain as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway.
- c. The parties acknowledge and agree that the design, construction, and maintenance of the Tickville Wash improvements will be set forth in, and governed by, a separate written agreement by and among the City, Developer, SLR, and/or CPB (the "Tickville Wash Agreement"). Ownership, maintenance, and appropriate reimbursements of Tickville Wash improvements will be specified in the Tickville Wash Agreement. The terms and provisions of the Tickville Wash Agreement shall be consistent with the development approvals granted by the City for the approved Community Plan and approved Village Plan(s).
- d. Except for the roads identified as private roads on the plat(s), all other roadways within the Property shall be public roadways, which shall be constructed in accordance with the approved Village Plans, approved subdivision plats, and approved construction drawings. The cross-sections of all roadways within the Property shall be constructed in accordance with the Community Plan and approved Village Plan(s).
- e. City shall provide all public services to the Property (including, without limitation, sewer service, storm drain, road maintenance, snow removal, garbage removal etc.) and maintain the related improvements, including roads, that are specifically intended to be public upon dedication to the City and acceptance in



writing by the City at the end of the warranty period, so long as the improvements meet the standards set forth in the approved Community Plan and Village Plan(s) for such improvements. If the standards for the subject improvements are not specified in the approved Community Plan or Village Plan(s), then, by default, the improvements shall comply with the applicable standards set forth in the City regulations and approved construction drawings. Notwithstanding anything to the contrary in this subsection (e), the City shall not be required to maintain the private areas or private improvements that are specifically required by the approved Community Plan or Village Plan(s) to be maintained by a homeowners association.

10. Parks, Trails, and Open Space Improvements.

- a. Per the requirements of the District Area Plan, Community Plan, and any Village Plans submitted pursuant to paragraph 18 below or Chapter 19.26, Developer shall be responsible to develop and, in some cases, dedicate to public use (subject to the provisions in Section 21 below) certain parks, trails, and open space in an amount and in the location as specified in the Community Plan and any subsequent Village Plans. Subsequent Village Plans shall be consistent with the Community Plan.
- b. Subsequent Village Plans shall specify maintenance obligations of the parks, trails, and open space. For open space that City is not specifically required to maintain per the applicable Village Plan, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities of such parks, trails, and open space, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the parks, trails, and open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance until assumption by a homeowners association.
- c. As set forth in the approved Community Plan, some of the required parks, trails, and open space improvements are intended to be accessed by the public but installed by Developer and maintained by and dedicated to a homeowners association. For these improvements, Developer will be required to grant public access easements. With respect to the private trail systems and other private areas that are not shown as "public" or as "public access easements" on the approved Community Plan, Developer will not be required to grant public access easements. The City will be required to maintain the improvements and areas shown in the approved Community Plan to be maintained by the City.

11. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each

plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not responsible for the installation of street lights but is responsible for the maintenance of all streetlights built in accordance with City standards. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements. The City shall not refuse to accept dedication of the street lighting improvements so long as they are constructed and installed in accordance with current City standards and the Property is included in the SID.

12. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developer shall be required—in accordance with Section 19.26 of the City Code—to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements. Each bond shall be posted prior to or concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies.
13. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be determined at the time of plat recordation in accordance with City regulations.
14. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to the District Area Plan, Community Plan, Village Plan(s), and this Agreement, subject to the standards set forth in Section 21. The City Engineer shall approve the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney’s approval, pursuant to Section 20 below, of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.
15. Sewer Fees. Timpanogos Special Service District (“TSSD”) requires payment of a Capital Facilities Charge, which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge or an

- impact fee by the City. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by TSSD is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Capital Facilities Charge and the impact and connection fee imposed by the City for each connection is a condition to the providing of sewer service to the lots, residences, or other development covered by this Agreement.
16. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.
  17. Community Plan Approval. Developer has submitted the Legacy Farms Community Plan. The Planning Commission has reviewed the Community Plan, held a public hearing, and submitted a recommendation to the City Council. The City Council has approved the Community Plan and finds that the Community Plan: (a) is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis on community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection; (b) does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan; (c) contains sufficient standards to guide the creation of innovative design that responds to unique conditions; (d) is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties; (e) includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation; (f) is consistent with the guiding standards listed in Section 19.26.06; and (g) contains the required elements as dictated in Section 19.26.07. More specific findings are contained in the written minutes and adopted findings and conditions of the Planning Commission attached hereto as Exhibit D; the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit E; and in the Report of Action and staff reports collectively attached hereto as Exhibit F. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits D, E and F.
  18. Village Plan Approval. Pursuant to Chapter 19.26 of the Land Development Code, Developer shall be required to submit Village Plan(s) regarding development of the Property to be approved by the City Council after a recommendation from the Planning Commission. The City Council shall determine whether each Village Plan: (a) is consistent with the adopted Community Plan; (b) does not exceed the total number of equivalent residential units dictated in the adopted Community Plan; (c) for an individual plat, does not exceed the total number of equivalent residential units dictated in the adopted Community Plan unless transferred per the provisions of the Community Plan; (d) is consistent with the utility, infrastructure, and circulation plans of the Community

Plan; includes adequately sized utilities, services, and roadway networks to meet demands; and mitigates the fair-share of off-site impacts; (e) properly integrates utility, infrastructure, open spaces, pedestrian and bicycle systems, and amenities with adjacent properties; (f) contains the required elements as dictated in Chapter 19.26; and (g) contains the required application materials in Chapter 19.26. If the Village Plan meets these standards and the requirements in this Agreement, it shall be approved. Each Village Plan shall be recorded against the portion of the Property so affected.

19. Plat, Site Plan, or Development Plan Approval. Upon approval of a Village Plan and once the Developer is ready to proceed with preliminary plat or site plan submittal and approval for the subject phase/plat, Developer shall submit preliminary plat or site plan applications for portions of the Property covered by a Village Plan. Such applications shall include project plans and specifications (including site and building design plans) (referred to in this Section 19 as “Plans”) for the portion of the Property being developed.

- a. In particular, such Plans shall meet the following requirements:
  - i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project will be consistent with the Community Plan and applicable Village Plan(s) and in accordance with the terms and conditions of this Agreement;
  - ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
  - iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat and site plan approval process as set forth in adopted staff reports and official written minutes;
  - iv. comply with all City codes, ordinances, regulations, and standards that are not inconsistent with or superseded by the Community Plan or the approved Village Plan(s); and
  - v. comply with the District Area Plan, Community Plan, and this Agreement including exhibits.
  
- b. Developer shall:
  - i. comply with the District Area Plan, Community Plan, Village Plan(s), this Agreement including exhibits, and any conditions of approval set forth in Exhibits D and E;
  - ii. comply with all City codes, ordinances, regulations, specifications, and standards that are not inconsistent with or superseded by the Community Plan or the approved Village Plan(s);
  - iii. record Covenants, Conditions, and Restrictions that substantially meet the requirements in Exhibit H;
  - iv. provide other information as City may reasonably request; and

- v. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.
- c. Standards for Approval; Conditions of Plat Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and if, as determined by City, the Plans are consistent with commitments made to City that the project will be consistent with the Community Plan and applicable Village Plan(s) and conform with City regulations and, in particular, conforms to the design guidelines set forth in Exhibits B, C, F, and G of this Agreement. With respect to open space requirements, each plat/phase shall be approved so long as it conforms with the overall open space requirements of the Community Plan and Village Plan(s). Developer shall be required to proceed through the approval process as required in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations. To the extent any conditions of plat approval are imposed by the City, and they are not challenged by Developer, such conditions of approval shall be deemed to be supplements to this Agreement without the need to amend this Agreement. If Developer challenges any conditions of plat approval, the conditions will not apply if Developer prevails, but the conditions will apply if the City prevails.
- d. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the project all at one time or in phases as allowed in the approved Village Plans.
- e. Changes to Project. Any amendments or modifications to the approved Community Plan or Village Plan(s) shall comply with the amendment process set forth in the Planned Community Zoning ordinance (see, e.g., Section 19.26.09(2) of the Land Development Code). To the extent Developer seeks to modify the Plans, and such modification does not require an amendment to the Village Plan, the following standards shall apply: No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; or (ii) substantially changes the exterior appearance of the project; or (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimis; or (iv) increases the overall density within 300 feet of then-existing residential development outside of the Community Plan; or (v) changes the block type or transect-zone to a higher

category of block type or transect-zone; or (vi) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics; or (vii) violates City regulations. Modifications to the Plans which do not constitute material modifications may be made without the consent of the City Council. The decision of whether a modification to the Plans is "material" shall be made by the City's Planning Director (with input from the City Engineer). In the event of a dispute between Developer and City as to whether a proposed modification is "material," no modification shall be made without express City approval. Modifications shall be approved by City staff if such proposed modifications are consistent with the City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

20. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld, conditioned, or delayed, and shall be made in accordance with procedures applicable to the City's Land Development Code, Community Plan, Village Plan(s), and City regulations.
21. Public Improvements; Proportionality Assessments. For the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City shall be governed by the following standards regarding payment and reimbursement:
  - a. Except for the Tickville Wash improvements (which will be governed by the separate Tickville Wash Agreement, as explained above), all on-site utilities and improvements that are not "system improvements" will be paid for by Developer without any rights of reimbursement. For purposes of this Agreement, the term "system improvements" shall mean and include improvements that are the subject of an impact fee facility plan, and any other improvement that is designed to provide service or capacity in excess of the minimum requirements necessary for this Project (i.e., designed to provide service or capacity to more than just this Project).
  - b. All internal roadways within the project shall be paid for by Developer without any rights of reimbursement.
  - c. To the extent the City requires Developer to construct any system improvements (such as, without limitation, culinary waterlines or sewer lines with capacity in excess of what is required to provide service to the Property), the City shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Property) in accordance with applicable State law. Developer shall reasonably mitigate the impacts of its development activities

in accordance with the applicable standards of State law.

- d. Prior to the construction of any system improvements, Developer and City shall enter into a reimbursement agreement addressing the amount, method and timing for the City to reimburse Developer for the City's portion of the expenses for the system improvements. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate such system improvements as part of a funding plan if the improvements are not already the subject of the City's IFFPs. The term of each reimbursement agreement shall be set forth in the reimbursement agreement, and Developer's rights of reimbursement thereunder shall survive any termination or expiration of this Agreement. Developer shall not be required to construct any system improvements without a mutually-acceptable reimbursement agreement in place for such system improvements or mutually-acceptable impact fee credits. Reimbursements and impact fee credits shall be based on actual costs incurred for the subject system improvements, not on estimates or bids. If the parties cannot agree on the terms of a reimbursement agreement, Developer shall be allowed to proceed with construction of "project" sized improvements (i.e., minimum improvements necessary for this Project only) so that the Project will not be delayed.
- e. Developer will construct and install the open space/trail improvements and landscaping along Redwood Road. Following completion, the improved trail shall be dedicated to, and maintained by, the City. The landscaped areas along Redwood Road will be maintained by the homeowner association (not by the City) even if they are located within the public right of way.
- f. With respect to the 400 South roadway adjacent to the north end of the Project, the City and Developer have reached a negotiated agreement regarding improvements to be made to 400 South and reimbursements to be provided to the Developer. The agreement fairly accounts for the Project's reasonably anticipated impacts on 400 South, as well as the nature of 400 South as a system improvement that is part of the City's master transportation plan. The agreement for 400 South includes the following points:
  - (i) Developer will be responsible for the improvements and expenses itemized in "Option #3 - Local Road" as shown in Exhibit J attached hereto;
  - (ii) Developer, however, will construct, install and perform all of the improvements and construction work itemized in "Option #4 - Collector Half-Width" as shown in Exhibit J hereto;
  - (iii) The City will reimburse Developer for the difference between the costs of Option #3 (less expensive) and the costs of Option #4 (more expensive) based on the actual costs and expenses incurred, not based on the estimates depicted for

these options in Exhibit J. The reimbursement to Developer shall be satisfied by payment of cash, by dollar-for-dollar credits against impact fees when building permits are issued for homes in this Project, or by a combination of both methods. The City shall have the sole right to determine which of these methods of reimbursement it elects to use; provided, however, that Developer shall receive the benefit of using the credits against impact fees as soon as building permits are ready to be issued for homes in this Project (but only to the extent of the unpaid balance of the City's reimbursement obligation).

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

22. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Utah County Recorder's Office; provided, however, that this Agreement shall be automatically extended for an additional period of five (5) years so long as there are no existing defaults or breaches of this Agreement when the initial 10-year period expires. When public improvements have been constructed and accepted by City (after the expiration of applicable warranty periods), Developer shall be released from and have no continuing obligations with respect to such improvements. The City and Developer may, but shall not be obligated to, execute a "Notice of Termination" to be recorded against such portion of the Property to which this Agreement no longer applies.
23. Successors and Assigns.
- a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developer. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer under this Agreement and



the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property as more fully set forth below in subsection 29.s.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 23.a., a transfer by Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

24. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions the Developer or City, as applicable, shall be in default ("Default") under this Agreement:
  - i. a warranty, representation, or statement made or furnished by Developer under this Agreement or exhibits is intentionally false or misleading in any material respect when it was made;
  - ii. a determination by City made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement; or
  - iii. any other event, condition, act, or omission, either by City or Developer that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.
- b. Procedure Upon Default.
  - i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default within such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 24.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

- ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.
    - c. Breach of Agreement. Upon Default as set forth in subsections 24.a. and 24.b. above, City may declare the Developer to be in breach of this Agreement and City, until the breach has been cured by the Developer, may do any of the following: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
25. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property, and all areas of development or construction done pursuant to this Agreement during development and construction, to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City regulations.
26. Entire Agreement. Except for the Annexation Agreement, Ordinances, District Area Plan and Tickville Wash Agreement, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.
27. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- a. Exhibit A                      Property Description
  - b. Exhibit B                      District Area Plan
  - c. Exhibit C                      Community Plan

- d. Exhibit D Planning Commission Written Minutes with Adopted Findings and Conditions
  - e. Exhibit E City Council Written Minutes with Adopted Findings and Conditions
  - f. Exhibit F Report of Action (with Staff Reports)
  - g. Exhibit G Design Guidelines
  - h. Exhibit H Covenants, Conditions, and Restrictions
  - i. Exhibit I Copy of Section 19.26 of the City Code as of the Effective Date
  - j. Exhibit J 400 South Roadway Options
28. Federal and State Requirements. The Property may be located in areas with sensitive lands that are regulated by state and federal laws and covered by certain agreements between Developer and state/federal entities. Development of the Property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables. City has the option, but not the obligation, to enforce such regulations.
29. General Terms and Conditions.
- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
  - b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof. Developer shall be responsible for ensuring that this Agreement is recorded and shall not hold the City liable for failure to record.
  - c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
  - d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
  - e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty days and is continuing to use its reasonable best efforts to cure such violation), take such actions as are appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the lawful exercise of its rights under this section.
- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.
- i. Amendment of Agreement. This Agreement shall not be amended except in written form mutually agreed to and signed by both parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy,

arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.

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

To the Developer(s):                   D.R. Horton, Inc.  
 12351 South Gateway Park Place  
 Suite D-100  
 Draper, UT 84020

With a copy to:                         William Mayer  
 Regional General Counsel-West  
 Region  
 501 W. Broadway, Suite 1200  
 San Diego, CA 92101

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

- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed in counterpart form and delivered by facsimile or email (pdf format), then an original shall be provided to the other party within seven days.
- n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims,

damages, or any judicial or equitable relief which may arise from or are related to Developer's activities connected with the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on Developer's behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage caused by Developer. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards. The foregoing provisions shall not apply with respect to any claims, damages, injuries or losses caused by the City or its employees or agents. Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance.

- o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer; (ii) development of the Property is private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.
- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer (or any one of them) to be in Default as provided in section 23 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be


instituted in the Fourth Judicial District Court, State of Utah.

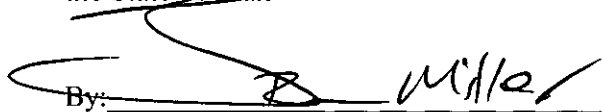
- r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all rights, title, and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to SLR or Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.
- s. Obligations Run With the Land. The agreements, rights and obligations contained in this Agreement shall: (i) inure to the benefit of the City and burden the Developer; (ii) be binding upon parties and their respective successors, successors-in-title, heirs and assigns; and (iii) run with the Property.
- t. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation of this Agreement.

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

Attest:

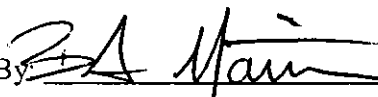
City of Saratoga Springs, a political subdivision of the State of Utah

  
\_\_\_\_\_  
City Recorder

  
By: \_\_\_\_\_  
Mayor



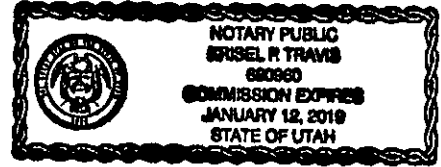
DEVELOPER:

By:   
\_\_\_\_\_  
Its: V.P. & DIVISION PRESIDENT

State of Utah  
County of Utah

The foregoing instrument was acknowledged before me this 19 day of March 2015 by Boyd A. Martin of D.R. Horton, Inc.

*Kurt Davis*  
Notary Public



**OWNER'S CONSENT**

Suburban Land Reserve, Inc. ("SLR"), as the owner of record of a portion of the real property described in Exhibit "A" hereto, consents to the recording of this Agreement against the real property described in Exhibit "A," understanding that this Agreement will run with the land according to the terms and provisions set forth in this Agreement.

Suburban Land Reserve, Inc.:

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Utah  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_ 2015 by \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**OWNER'S CONSENT**

D.R. Horton, Inc., a Delaware corporation, as the owner of the real property described in Exhibit "A" hereto, consents to the recording of the Master Development Agreement for Legacy Farms against the real property described in Exhibit "A," understanding that this Agreement will run with the land according to the terms and provisions set forth in this Agreement.

D.R. Horton, Inc.:

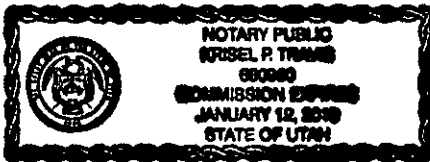
By: *BA Martin*  
Its: V.P. & DIVISION PRESIDENT

State of Utah  
County of Utah

The foregoing Owner's Consent was acknowledged before me this 15 day of April, 2015, by Boyd A. Martin in his/her capacity as V.P. and Division President of D.R. Horton, Inc.

SEAL:

*Kurt A. Lewis*  
Notary Public



**Exhibit Summary**

- a. Exhibit A Property Description
- b. Exhibit B District Area Plan
- c. Exhibit C Community Plan
- d. Exhibit D Planning Commission Written Minutes with Adopted Findings and Conditions
- e. Exhibit E City Council Written Minutes with Adopted Findings and Conditions
- f. Exhibit F Report of Action (with Staff Reports)
- g. Exhibit G Design Guidelines
- h. Exhibit H Covenants, Conditions, and Restrictions
- i. Exhibit I Chapter 19.26 of the City Code
- j. Exhibit J 400 South Roadway Options

**EXHIBIT A**  
**Property Description**

ALL OF THAT REAL PROPERTY KNOWN AS PARCEL #2, SARATOGA DRIVE CHURCH SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 140578:2004, MAP NO. 10844 TOGETHER WITH THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 72399:1994 IN THE OFFICIAL RECORDS OF UTAH COUNTY, LESS THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 91623:2009 IN THE OFFICIAL RECORDS OF UTAH COUNTY LOCATED IN SECTIONS 25 & 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, AS SURVEYED AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF PARCEL #2, SARATOGA DRIVE CHURCH SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 140578:2004, MAP NO. 10844 LOCATED S0°33'18"W ALONG THE SECTION LINE 33.94 FEET FROM THE EAST 1/4 CORNER OF SECTION 26, T5S, R1W, S.L.B. & M.; THENCE ALONG SAID PARCEL #2 THE FOLLOWING NINE (9) COURSES: N89°56'07"E 1,352.69 FEET; THENCE S19°21'26"W 886.43 FEET; THENCE S86°28'54"W 1,066.18 FEET; THENCE S3°31'06"E 374.34 FEET; THENCE S2°54'37"W 348.75 FEET; THENCE S21°58'07"W 403.00 FEET; THENCE S34°00'07"W 223.27 FEET; THENCE S0°41'07"W 180.00 FEET; THENCE S55°45'07"W 719.98 FEET TO THE NORTH LINE OF SARATOGA SPRINGS NO. 3 SUBDIVISION; THENCE S89°57'59"W ALONG THE NORTH LINE OF SARATOGA SPRINGS NO. 3 AND NO. 2 SUBDIVISIONS 1,751.96 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD (SR-68) ACCORDING TO THE OFFICIAL MAPS THEREOF AND AS DESCRIBED IN DEED ENTRY NO. 91623:2009 IN THE OFFICIAL RECORDS OF UTAH COUNTY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: NORTHWESTERLY ALONG THE ARC OF A 9,940.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N88°51'47"E) 307.55 FEET THROUGH A CENTRAL ANGLE OF 1°46'22" (CHORD: N0°15'02"W 307.54 FEET); THENCE N0°38'09"E 2,456.88 FEET TO THE NORTH LINE OF SAID PARCEL #2; THENCE N89°56'07"E ALONG SAID NORTH LINE 2,598.98 FEET TO THE POINT OF BEGINNING.  
CONTAINS: ±181.93 ACRES

**EXHIBIT B**  
**District Area Plan**

A copy of the approved Saratoga Springs City Center District Area Plan is on file with the City.

**EXHIBIT C**  
**Community Plan**

A copy of the approved Legacy Farms Community Plan is on file with the City.

**EXHIBIT D**  
**Planning Commission**  
**Written Minutes with Adopted Findings and Conditions**

Eric Reese asked who maintained the ownership of the landscaping after it was built. For instance, if a tree dies. He is fine with the landscape change.  
Chad said within a year it's the contractors job to replace trees etc. after that there is a facilities manager.

**9. Continued Discussion and Possible Recommendation for Legacy Farm Community Plan and Village Plan located at 400 South Redwood Road, DR Horton, applicant. Presented by Kimber Gabryszak.**  
Kimber Gabryszak reviewed the Plans for Legacy Farms and items discussed from the last meeting.

Sandra Steele commented that she is not pleased with some of the changes made and some that weren't made. She feels it's time to decide on a recommendation.  
Hayden Williamson asked about the size of the fence next to existing townhomes and that the residents wanted something different and felt they were promised something else.  
Krisel Travis felt that what they proposed was sufficient for their needs, the fence was fairly close to new homes and thought 6' would feel to enclosed. She noted that if the HOA would participate with them in the costs they would be willing to go with something more. They are trying to make compromises.  
Hayden Williamson encouraged applicant to conform to current residents wishes and expressed a wish that it be a condition of approval.  
Kirk Wilkins thanked applicant for addressing issues and also mentioned that the fence issue was something he has asked about before. He felt it was time to move on and break ground.  
Kara North got some clarification on the fence issue.  
Jarred Henline felt there was some clear misinformation between the developer and current neighbors but that they couldn't push a certain fence on their private property. He felt that it was time to go with staff recommendations and forward a positive recommendation.  
Eric Reese felt that if there were some compromises than its time to move on.  
Hayden Williamson asked staff if it would be appropriate to put a condition about the fence.  
Kimber Gabryszak said they could but there is nothing in current city code about that fence being required to match but in this case the development is creating a new code and things could be modified as needed.

**Motion by Jarred Henline Based on the information and discussion in the staff report and memorandum and discussion received tonight, I move to forward a positive recommendation to the City Council for the Legacy Farms Community Plan with the Findings and Conditions as outlined in the Report. Seconded by Kirk Wilkins Avc: Jarred Henline, Kara North, Kirk Wilkins, Eric Reese. Nay: Sandra Steele, Hayden Williamson. Motion Passed 4 – 2.**

Hayden Williamson voted no because of the fence issue.

**Motion by Kirk Wilkins Based on the information and discussion in the staff reports received tonight, I also move to forward a positive recommendation to the City Council for the Legacy Farms Village Plan I with the Findings and Conditions in the Staff Report. Seconded by Hayden Williamson. Avc: Hayden Williamson, Eric Reese, Kirk Wilkins, Kara North, Jarred Henline. Nay: Sandra Steele. Passes 5-1**

Sandra Steele voted Nay based on significant safety issues the applicant ignored. Also she felt there was not a descent to working with neighbors on the rod-iron fence. She feels this is causing issues. This is why she is voting no on both items.

A recess was taken at this time. Meeting resumed at 8:25 p.m.

**10. Approval of Reports of Action.**

Kimber Gabryszak reviewed the Reports of Action with the Commissioners.  
Café Rio – positive recommendation with conditions.  
Legacy Farms – positive recommendation on both items.

**Motion by Jarred Henline to Approve the Reports of Action and authorize the Acting Chair to sign and forward to the City Council. Seconded by Kara North. Avc: Sandra Steele, Hayden Williamson, Eric Reese, Kirk Wilkins, Kara North, Jarred Henline. Motion passed unanimously.**

**11. Approval of Minutes:**

**EXHIBIT E**  
**City Council Written Minutes with Adopted Findings and Conditions**



Councilwoman Baertsch is good with the development as a whole. For the park strip the city typically takes care of those areas along collectors in non HOA areas. She feels that the way to go is to keep with what they have been doing. She thought they city would need to be careful about an SID in this instance because the city essentially then acts as HOA management for the area. More research would need to be done before an SID option would be considered for this kind of situation.

Councilwoman Call asked staff how this development would affect 400 North.

Sarah Carroll responded that it would be improved to 77' roadway.

Jeremy Lapin noted that they didn't need to repave all the current asphalt, just the extension.

**Motion by Councilman Poduska to approve the Preliminary Plat for Sierra Estates, located at approximately 600 West 400 North, Scott Dunn, Patterson Homes, applicant, with the findings and conditions. Seconded by Councilman McOmber**

Councilman McOmber wanted **an additional condition that the City work with the developer so the city could maintain the park strip.**

Councilman Poduska accepted the amendment.

**Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.**

**5. Concept Plan for Vista Heights Church located at approximately 600 West Pony Express Parkway, Evans and Associates Architecture, applicant.**

Sarah Carroll presented the Concept Plan. She noted the recommendations from Planning Commission. The applicant requested that they exchange 50% sod for 35.7% and extra trees.

Councilwoman Call noted the reason for the required turf is for keeping the heat down and with the huge increase in shrubs and trees; she feels this still meets the needs of the city. She agrees that the applicant ought to comply with code on lighting and agreed that the west access ought to be moved further west.

Councilman Poduska asked if there were chain link fences currently around the site.

Sarah Carroll responded that there is a chain link around the School and around and agricultural property to the west. But anything they put in could not be chain link

Councilman Willden was fine with the landscape reduction and proposed parking. He does encourage them to meet city standards on lighting.

Councilwoman Baertsch asked if some of the trees could be in grass areas. She also noted to increase some of the trees to a 2 1/2 in. caliper per code

Councilman McOmber liked the better variety of church designs. He likes the increased amount of trees and expressed desire that the drive entrances be widened.

Mayor Miller would like current city standards be met with lighting.

**6. Continued Public Hearing: Legacy Farms Community Plan and the Village Plan located at 400 South Redwood Road, DR Horton, applicant.**

Kimber Gabryszak reviewed the two plans. She gave background and requests. There have been significant changes since the hearing in February. She reviewed items discussed in Planning Commission.

Greg Haws, applicant, had a presentation. He noted the amenities they would have, pool, clubhouse, terra parks, tot lots, play fields, and community gardens. The presentation showed some changes that have taken place in the plan. He reviewed a letter to the Council asking for consideration on specific items.

Krisel Travis asked that because of the quick time frame in turning it around they would have the opportunity to include the additional traffic study information in the report.

**Public Hearing Open by Mayor Miller**

Gaila Myers asked on the maintaining of the water system, and who would be responsible for that. She asked that Council pay attention to the strip along redwood road that they have asked the city to maintain. She feels there is limited open space in the area. She doesn't see how 1000 units are going to fit in that area.

Nancy Hart asked Council if the transaction of the sale to DR Horton has been completed and if the Tickville wash mitigation had been resolved. She thought the traffic study was not current enough.

1 She was concerned with a business like a Bed and Breakfast being put in that would not have enough  
2 parking.

3 Teri Smith was concerned about the project not having enough green space. She also commented on the  
4 Fence between the neighboring parcels and recalled that at a neighborhood meeting the developer  
5 said they could have a fence they wanted.

6 Dr. Wallace Smith is concerned with the density. He hopes it doesn't increase.

7 Carol Krejci mentioned that it was not fair for their HOA to not maintain the Strip along Redwood Road  
8 and have other HOA's maintain the strips by them.

9 Public Hearing closed by Mayor Miller  
0

1 Krisel Travis noted that the proposed fencing was 42' rod iron look, and that they have proposed if the  
2 current HOA would like to work with them on the cost they would be willing to change it to 6 ft.  
3

4 Councilman Poduska commented that with a berm along the road, trees and walkway that the fence  
5 wouldn't be very visible and wondered why it would need to be private.

6 Krisel Travis responded that the main reason was privacy for the homeowners

7 Councilman Poduska asked if the space was right next to Redwood Road.

8 Councilman McOmber asked if this plan showed the full width of Redwood Road.

9 Staff responded that it was planned to the full width. And the plans were designed to the right of way  
0 currently owned.

1 Councilman Poduska commented that with this consideration of the trail and berms he has no problem  
2 with the privacy fence. He asked about the removal of the agricultural protection area.

3 Kimber Gabryszak responded that to develop they need to remove it.

4 Krisel Travis indicated that staff had asked that the Agricultural be removed on Village Plan approval but  
5 they are asking that it be removed upon Preliminary Plat approval.

6 Councilman Poduska wanted clarification of where 20' buffer would be, and where it was requested to  
7 be taken out. He asked why the Developer was asking for the city to maintain the park strip.

8 Kimber Gabryszak noted where the buffer was located.

9 Krisel Travis responded that the maintenance was mainly financial and the developer felt there were  
0 considerable tradeoffs. They thought that about 80% of the area west of Redwood Road was city  
1 maintained except SSD. The area was approximately 2 acres.

2 Councilman Willden told developer that they had a tough job trying to be a good partner in the city and  
3 make people happy and thanked them for not pushing for the maximum and making changes to work  
4 with community and city. He is in support of eliminating the buffer. He is fine with the privacy  
5 fencing. He appreciates the efforts to work with Tickville Wash. He thinks it would be better for the  
6 HOA to maintain the park strip. He is fine with removing "alongside" in item 9. He asked what  
7 they were looking for on traffic studies.

8 Krisel Travis asked that it would be noted that they would like for the motion to they have those items  
9 and allow for further discussion with city on those items.

0 Councilwoman Baertsch asked staff how that would work for them.

1 Mark Christensen said that as long as staff is delegated the responsibility, that is their main concern.

2 Also the seller has ample water rights, the challenge is a three-way agreement and that however the  
3 transaction works out that it be granted to the city.

4 Jeremy Lapin recommends that they motion as written, that they are asking DR Horton to trust that they  
5 will be followed through with no intent to push any other issues. Maybe item 5 would need a little  
6 change maybe based on final analysis.

7 Kevin Thurman commented they could bring that back in the Master Development Agreement later.

8 Kimber Gabryszak said they could leave as written and that it covers complying with city standards.

9 Councilman Willden doesn't think developer should be punished for illegal actions of homeowners down  
0 the road.

1 Councilwoman Baertsch thanked them for addressing most of staff and Planning Commission concerns,  
2 and for decreased density from what they could be proposing. She also thanked them for putting the  
3 pool, clubhouse and other amenities back on the plan as promised to the residents. She asked staff  
4 about the purpose of limiting the length of cul-de-sacs.

5 Kimber Gabryszak it has to do with public safety and fire access.

Jeremy Lapin commented that it was also for way finding, if it's too long people don't understand it's a dead end.

Councilwoman Baertsch suggested another way to configure the southwest area of the plan so it's not hindering public safety and takes more driveways access points off of Sherwood.

Mark Christensen noted that one reason they did the cul-de-sac was so that the houses would not need to front on the collector road.

Kimber Gabryszak noted that fire department required a turn around every 150' and the specific plat when it came, may need to be changed.

Councilwoman Baertsch is not ok with all the 0 lot line occurrences on detached housing. It creates a situation that was not neighbor friendly where you must enter onto someone else's property in order to maintain or access the side of your home. She commented on street parking and conflict with snow removal, and guest parking. There were some diagrams that had rear porches. She commented that if they were to attach a deck there would be no setback. Staff noted that according to code they would have to meet the setback. She discussed utility placement and guest parking on different types of proposed lots.

Krisel Travis indicated that the utility plan was an issue but they can't have a plat to show people until they get all the engineering done. The rear loaded cottages have a 20 driveway.

Councilwoman Baertsch would like street lights to match city standards. She asked about trees on shared lanes and would large trucks be able to turn.

Krisel Travis said they had city standard on areas the city would maintain and on the private areas it would match city standard but there would be a height difference. Where the lighting would be has not been determined but not in the center lane sections. She said that the preliminary plats would comply with city codes.

Councilwoman Baertsch would like the trails to comply with city standards. She thinks the HOA should take care of the strip along Redwood Road, especially with privacy fences proposed. She would go along with staff on the agricultural removal timing. On Tickville wash issues with FEMA, she asked when it would be worked out. She didn't think it was wise to go forward without that nailed down.

Krisel Travis said they are working with them and would hope it would be worked out in a couple of weeks.

Mark Christensen said that the transactions going through are based on them getting certain approvals. They believe the engineering has been worked out. With the approvals then they can move on. They need to close their deal and he proposes that they address the concerns in the MDA with language that they and our attorney are comfortable with.

Councilwoman Baertsch is ok with items 1-6. She is ok with the buffer exception but with a semi-private fence.

Councilman McOmer thanked them for returning to the clubhouse and pool. He is ok with the 20' exception, and felt 40' was excessive, but with a semi-private fence. He would meet them halfway with the amendments to item 5 in the staff report as brought up by Jeremy. With parking, he is concerned that there is not enough parking for visitors. He thinks the HOA should take care of the strip along Redwood Road. That is the precedence with the city and other HOA's. He feels that even though the fences are below the berm that you can still see. With a privacy fence you tend to block yourselves off from your neighbors and that semi-private gives a better community feel. He doesn't feel it's the right thing for the community, but if they maintain the strip he may be willing to go with the privacy fence. He likes the new school placement better than along a busy road and thanked them for the trail connectivity. He referred to the transportation map and that he was disappointed in the change of some roadways. He commented that he hoped this project and its various bumps would not interfere with future projects.

Councilwoman Call thanked the applicant for bringing in a lower density than entitled. She also pointed out that the current proposed plan contains just over 900 units. She was corrected by the applicant that it was more like 856. Nothing that the entitlement on this property affects the overall density of 3000 acres, she wondered if the developer would be willing to accept an "up to" number along the lines of 900 rather than the requested 1000 units.

Krisel Travis noted that within a short time they should have locked in numbers.

Councilwoman Call is fine with the 20' buffer exception. She wants the HOA to maintain along Redwood Road. Her issue with privacy fence is that she sees a trail along a main road different than

1 a trail more hidden. She recommends working with staff on Sherwood drive. She thinks the 0 lot  
2 line can be addressed at Preliminary Plat. She feels guest parking is an issue. She thinks that they  
3 could clarify that nothing could be done until FEMA is approved.

4 Krisel Travis clarified that they should be able to work on areas not in flood plain.

5 Councilwoman Call also expressed that she is fine with the 20' buffer exception. She thinks the HOA  
6 should maintain the green space along Redwood Road. Councilwoman Call expressed that she sees a  
7 trail corridor along a major roadway differently than a trail corridor and is more willing to consider  
8 privacy fences along main roads than trail corridors. She recommends working with staff on the  
9 configuration and driveways along Sherwood Drive. She does not like the zero lot lines but believes  
0 that may be addressed at preliminary plat. She stated that parking within the development is an issue,  
1 especially during the winter. She also believes that staff should clarify that nothing can be done until  
2 the FEMA plan has been approved.

3 Mayor Miller did not have anything more at this point.

4 Councilwoman Baertsch asked if Sherwood drive being a collector was part of the Village plan or

5 Community plan and asked about access and turn lanes, especially in regards to the school area.

6 Staff responded that it was Community. They are suggesting that the asphalt be wide enough that stripes  
7 could be adjusted later, instead of requiring a turn lane now that it be able to be adjusted at  
8 preliminary plat. They are trying to balance the walkable lane and provide what is needed for the  
9 traffic.

0 Councilwoman Call thanked developer that they have been able to have a little bit of say in this. She  
1 asked again if they would be willing to adjust to up to 900 units from 1000.

2 Krisel Travis asked would council be willing to accept that Village plans will come forward in a few  
3 months and locked in and they be able to adjust lots up until village plans get approved. At this time  
4 it is 740 units by DR Horton and 116 by Leisure Village. They have no intension to deviate from  
5 plans once the Village plan is there, but they want to be flexible in a changing market.

6 **Motion by Councilman Willden to approve The Legacy Farms Community Plan with findings and**  
7 **conditions listed in the staff report. Modifying condition # 9 to delete the word "alongside."**  
8 **Modifying condition #5 to include verbiage conditional on final or amended traffic study. And**  
9 **having HOA maintain along Redwood Road. Seconded by Councilwoman Call**

0 Councilwoman Call would Councilman Willden consider **that item 22 include direction to work**  
1 **with staff?**

2 Councilman Willden doesn't think the amendment impacts it so he would accept that amendment so  
3 he would **accept it.**

4 Councilwoman Call asked if this included buffer and fencing?

5 Councilman Willden no, it's what is presented in the current plan. (removing buffer)

6 Kimber Gabryszak clarified that it's called out in the findings.

7 Councilwoman Call asked if this was for Semi-private along Redwood Road?

8 Mark Christensen responded that what is called out currently is for private fencing.

9 Councilman McOmber asked what about the fencing along trails?

0 Kimber Gabryszak the proposal is privacy for the majority.

1 Councilwoman Call would like to see the southern area where there are no eyes on the trail as semi-  
2 private.

3 Councilman McOmber would be good with Private along public roads but semi-private along trails.

4 Kimber Gabryszak suggested the wording **that Fencing along trail corridor shall be semi-private**  
5 **wherever the trail is not adjacent to a roadway.**

6 Councilwoman call noted that, **Except for where they are doing aluminum type and split rail**  
7 **type fence, as per plans.**

8 Councilman Willden will accept the amendment because he feels if it was private it would not go  
9 through. **Amendment accepted.**

0 Councilwoman Baertsch asked about the agricultural protection, do we need to add that the  
1 amendment was denied?

2 Kevin Thurman said we don't have a say, we have to remove it if they apply at any time.

3 Kimber Gabryszak said she will **strike that (agricultural protection) condition.**

Amendment accepted.

Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.

Motion by Councilman Willden to approve the Legacy Farms Village Plan with the findings and condition listed in the staff report. With the same modifications made to the engineering report. Seconded by Councilman Poduska

Councilwoman Baertsch add remove 0 lot lines from detached housing?

Councilman Willden thought it would be handled with preliminary plat.

Councilman McOmber wanted to see something with parking and snow stacking and dealing with peak traffic timing of that parking.

Kimber Gabryszak found a note in the plan about guest parking at .25 stalls per unit shall be required for products that do not contain 18' min. driveways.

The guest parking note requiring .25 spaces for products without 18' driveways shall be added to all product types with clarification that such spaces may not be impacted by snow storage.

Krisel Travis said the snow stacking was a problem. Their plan was based on Lake Tahoe resort area.

Councilwoman Call said that the required parking could not include on street parking because of code requiring no street parking during and immediately after snow storms.

Mark Christensen said the current Village plan does not have the type of unit they are worried about.

This current proposal wouldn't apply to this plan.

Amendment Accepted.

Councilwoman Call is concerned with changes at preliminary plat.

Off street parking (exempt of) is being added to previous amendment.

Councilman Willden is good with off street parking as well as Councilman Poduska. **Accepted**

Aye: Councilman Willden, Councilman Poduska. Nay: Councilwoman Baertsch, Councilman McOmber, Councilwoman Call. Motion Failed.

Motion by Councilwoman Baertsch to approve the Legacy Farms Village Plan 1 with the findings and conditions listed the staff report. With the modifications made to the engineering report. Adding that the guest parking note requiring .25 spaces for products without 18' driveways shall be added to all product types with clarification that such spaces may not be impacted by snow storage. Adding the elimination of a zero lot line product on detached housing. And that there will be no work done before all FEMA floodplain issues are resolved. Seconded by Councilwoman Call

Kimber Gabryszak wanted clarification on the motion.

Councilwoman Baertsch doesn't want them to move forward with actual building within flood plain at all until its done and she doesn't want any 0 lot lines on detached units.

Mark Christensen clarified is she talking both buildings and utilities?

Councilwoman Baertsch replied yes, both. She doesn't want to have to re-do it.

Mayor Miller asked is there a risk putting any utilites in the flood plain?

Jeremy Lapin replied it's not unique to the flood plain. The biggest risk is the torn up area.

Mark Christensen indicated that is less rights than they have now. The motion for the utility part is far more restrictive than it should be and that is going too far. What is the reason to stop the master planned utilities?

Councilwoman Baertsch would remove utilities but leave housing.

Councilwoman Call asked if the developer had an unwilling adjacent property in the Tickville Wash FEMA plan, would the developer then have to move the utilities?

Jeremy Lapin the FEMA process is you have to do the work and then the map is amended.

Councilwoman Call accepted amendment

Kimber Gabryszak are we keeping guest parking from the original motion?

1 Mark Christensen would like applicant to respond to the 0 lot line condition.  
 2 Krisel Travis noted they are currently building a 0 lot line in Bluffdale, it's new to this area. It allows  
 3 some flexibility, it doesn't significantly affect them but they would prefer it the way it's  
 4 proposed in the plans.  
 5 Councilwoman Baertsch is going to leave the motion as it stands.

7 **Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call.**  
 8 **Nay: Councilman Poduska. Motion passed 4 - 1.**

9 Councilman Willden voted Aye because he wanted them to be able to walk away with something to  
 1 work on.

- 2  
 3  
 4 8. Motion to enter into closed session for discussion of the purchase, exchange, or lease of property,  
 5 pending or reasonably imminent litigation, the character, professional competence, or physical or  
 6 mental health of an individual.

7  
 8 **Council Councilwoman Baertsch made a motion to enter into closed session for the purchase,**  
 9 **exchange, or lease of property, pending or reasonably imminent litigation, the character,**  
 10 **professional competence, or physical or mental health of an individual. Seconded by**  
 11 **Councilwoman Call. Aye: Councilman McOmber, Councilwoman Baertsch, Councilman Willden,**  
 12 **Councilman Poduska and Councilwoman Call. Motion passed unanimously**

13 Meeting Adjourn to Closed Session 10:44 p.m.

14 A break was taken before closed session.at this time. Meeting resumed at 10:58p.m.  
 15 Closed Session postponed due to Reports of Action.

- 16 7. Approval of Reports of Action.

17 Kimber reviewed the Reports of Action  
 18 Café Rio – approved with conditions

19 **Motion by Councilman McOmber to approve Café Rio Report of Action. Second by**  
 20 **Councilwoman Baertsch Aye: Councilman Willden, Councilwoman Baertsch, Councilman**  
 21 **McOmber, Councilwoman Call, Councilman Poduska. Motion passed unanimously.**

22 Legacy Farms Community Plan and Village plan – approved with conditions

23 **Motion by Councilman McOmber to pass the Reports of Action for Legacy Farms Community**  
 24 **and Village plans. Second by Councilwoman Call Aye: Councilman Willden, Councilwoman**  
 25 **Baertsch, Councilman McOmber, Councilwoman Call, Councilman Poduska. Motion passed**  
 26 **unanimously.**

27 **Council Councilwoman Baertsch made a new motion to enter into closed session for the purchase,**  
 28 **exchange, or lease of property, pending or reasonably imminent litigation, the character,**  
 29 **professional competence, or physical or mental health of an individual. Seconded by Councilman**  
 30 **McOmber. Aye: Councilman McOmber, Councilwoman Baertsch, Councilman Willden,**  
 31 **Councilman Poduska and Councilwoman Call. Motion passed unanimously**

32 Closed Session

33 Present: Mayor Miller, Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman  
 34 Call, Mark Christensen, Kevin Thurman, Spencer Kyle, Nicolette Fike

- 22 b. Approval of the Ironwood Plat 17 Sewer and Storm Drain reimbursement agreement.  
 23 c. Approval of the 2015 City Council meeting schedule.  
 24 d. Approval of the Dispatch Building Agreement between the City of Saratoga Springs and Utah  
 25 County Dispatch Special Service District.  
 26 i. Resolution R15-1 (1-6-15): Approving the Dispatch Building Agreement Between the City of  
 27 Saratoga Springs and Utah County Special Service District.  
 28 e. Resolution R15-2 (1-6-15): Encouraging the State of Utah to Address Comprehensive  
 29 Transportation Funding.  
 30 f. Approval of minutes:  
 31 i. December 9, 2014.  
 32 ii. December 16, 2014.  
 33 Mayor Miller had a change for the minutes of December 16<sup>th</sup>.

34  
 35 Motion from Councilwoman Baertsch that they approve Consent Calendar item a. Approval of the  
 36 Sunrise Meadows Storm Drain reimbursement agreement in the amount of \$172,539.00 to Edge  
 37 Homes. That we table item b. Approval of the Ironwood Plat 17 Sewer and Storm Drain  
 38 reimbursement agreement. Approval of item c. the 2015 City Council meeting schedule, moving  
 39 the April 7<sup>th</sup> meeting to April 14<sup>th</sup>, adding a meeting on November 17<sup>th</sup> and on December 15<sup>th</sup>. That  
 40 we also approve (d.) the Dispatch Building Agreement between the City of Saratoga Springs and  
 41 Utah County Dispatch Special Service District and add that we do a one lump sum payment for a  
 42 total of \$246,874.00. That we approve Resolution R15-1 (1-6-15): Approving the Dispatch Building  
 43 Agreement between the City of Saratoga Springs and Utah County Special Service District. That  
 44 we approve Resolution R15-2 (1-6-15): Encouraging the State of Utah to Address Comprehensive  
 45 Transportation Funding. That we approve minutes of December 16, 2014. With all changes  
 46 emailed and referred to earlier and table minutes of December 9<sup>th</sup>. Seconded by Councilman  
 47 Poduska.

48  
 49 Councilwoman Call said on item d., passing along to the Special Service District, that this member  
 50 would have liked to have seen this (fees) based on population rather than on the calculations that was  
 51 done. And on e., as far as the resolution goes that we are agreeing to things that maybe don't need to  
 52 be in the resolution but she is ok with the sentence of the resolution to allow the state to look at  
 53 further methods to collect monies for transportation improvements.  
 54

55 Aye: Councilman Willden, Councilwoman Baertsch, Councilman McOmber, Councilwoman Call,  
 56 Councilman Poduska. Motion passed unanimously.  
 57

58 **3. Public Hearing: Possible Consideration and Approval for the Legacy Farms Master Development**  
 59 **Agreement, and Village Plans 2, 3, 4, and 5 located at 400 South and Redwood Road, DR Horton,**  
 60 **applicant.**

61 Kimber Gabryszak gave a brief background of Legacy Farms and the Village plans. The District Area plan  
 62 was approved in 2010 the community plan was approved in July of 2014. She noted the different block  
 63 types in the community plan. She showed how the ERU's would work within the Village Plans, overall  
 64 they are held to 1000 units.

65 Krisel Travis gave a presentation showing landscaping and green spaces and overall product plan. They  
 66 anticipate construction on VP 2 in the fall of 2015, this VP has the school parcel. VP 3 has lower  
 67 densities as they move closer to current residential. They have removed references to T5 zones. All the  
 68 standards are the same as Village Plan 1 that has been approved. As they bring forward the plats they  
 69 would each have the details on them for further discussion. They have submitted the master plan for  
 70 infrastructure to go with the MDA. They would like to note that in the item 5 with 5' setbacks, it's a  
 71 building separation so they ask that it complies with IRC codes and separation of buildings. Anywhere  
 72 that it references a master traffic plan and master parks and trails plan that it should also reference the  
 73 Master Community Plans and Village Plans.  
 74

**Public Input Opened by Mayor Miller**

Nancy Hart prepared a letter to the Council. They wanted to make sure that it was done correctly because it was a large development. She wants to note that the water has not been approved by FEMA yet. She is concerned that they want more than 1000 units. She said the trail way along the outlet pipe would be open area without fencing. She said the plans are still reflecting 0' instead of 5' setbacks. She had a question about approximate costs of a home that could be presented from the developers. She doesn't think it's a good idea to have small lots next to large lots. She thinks it's not well planned. The green space in VP 4 is now a gravel drainage, the traffic study is still an issue, there is nothing addressed to Saratoga road. She feels City Council should not be rushed to approve something that is further down the road.

Neil Infanger said he would like to know where the FEMA approval is at in its process. He asked about the extension, what would be the contingency plan if FEMA did not give the approval.

**Public Input Closed by Mayor Miller**

Krisel Travis responded to public input and showed the plan that was submitted to FEMA. On the west side of the road there will be an open channel, she showed how it would be channeled and transferred underground and out to the lake. She noted the timeline for the CLOMR. They have submitted to FEMA and are waiting for the 90 day review period. That would put them at Feb. 24th 2015 then they can resubmit and get response for CLOMR hopefully by May 9th and then start construction. They hope to have those improvements by Nov. They hope to have the LOMR issued by March 2016 and have it all official by Sept 2016. They are hoping to start construction on the first phase this fall.

Councilman McOmber clarified that Village Plan 1 did not have to wait because most of it was not in the flood plain.

Krisel Travis said they believe the approval will happen, but there are other things they can do if it does not happen.

Councilman Poduska said the overall impression of Legacy Farms is that it will be an excellent contribution to the City. It has a mixture of styles of home and Daybreak, for instance, has demonstrated how that works well. He thinks it addresses the demographics of the area well. He noted the efforts that have gone into solving problems, especially with the pipe and green space and making things work. He thinks the feathering of low to high density has been done well. He noted that normal incomes can no longer afford the larger single homes. These are high quality units and they will draw high quality individuals.

Councilwoman Call asked if there were any historical meander data collected. She asked if they had worked with the FFSL on discharge onto sovereign lands.

Krisel Travis said she they had not spoken with FFSL, they had coordinated with the County owning the land prior to the City and DNR and they are aware of that. As for the meander of the water, where they are picking it up, they looked at the depths of the natural parts of the canyon and they are coming back to that.

Jeremy Lapin said they analyzed the capacity and where there were bottlenecks and they have added volume where needed.

Councilwoman Call said as the adjacent property develops mitigation will need to be done all along. Jeremy Lapin said to his knowledge this is the only area in the city he is aware of where the drainage has changed from the natural state.

Councilwoman Call asked where the outfall is in transition, what the outfall would look like.

Krisel Travis noted how there were some dissipations and dispersions so it is not just launched into the lake.

Jeremy Lapin said they have been working with consultants to make sure designs are meeting top of the industry standards. He noted that there would be fencing to restrict the public.

Councilwoman Call clarified that the 0' setback is for out-buildings not main buildings. She doesn't want to reference Fire Codes now and then have them change.



27 Krisel Travis said if the code was updated it would require buyer separation for them to deal with those  
28 conditions.

29 Kimber Gabryszak noted that the recommended condition was that anything with a 5' or less setbacks  
30 must be built with 1-hour fire rated materials. If, for example, there was a 5' setback on one side and  
31 15' on the other you wouldn't need the Fire rating. This wouldn't change the setbacks they are still  
32 subject to the setbacks in the plan, the change would be in the language as to when they were  
33 required to do the fire rating.

34 Councilwoman Call would be ok with taking out the 'or less' in the condition.

35 Kimber Gabryszak is reworking the condition to reference - buildings with a separation of 10' or less  
36 must be built with 1-hour fire rated materials.

37 Councilwoman Call did some calculations on typical lot characteristics, the 10000 sq.ft. lots were  
38 typically 9000 sq.ft. and on down. That makes her a little nervous.

39 Krisel Travis said the plats would set those numbers forward and that would be the point they would  
40 need to address those. They have minimums they are set to.

41 Councilwoman Baertsch said they run into this all the time, the lots always end up smaller. It doesn't  
42 benefit the residents. She believes that an 8000 sq.ft. lot should be a minimum of 8000 sq.ft.

43 Councilwoman Call commented that the original agreement was a higher density, they are writing off  
44 over 50% percent of the lots. It has taken a lot of work on all sides to come down to this. This could  
45 have been 1800 homes. We appreciate the partnership with the developers. Thank you for being  
46 patient.

47 Councilman McOmber understood that the school wanted to change the alignment and that would make  
48 the green strip not in the best area. He thinks that needs to be re-thought.

49 Krisel Travis said when the District decides for sure then they will shift the green space as needed.  
50 Transportation can change either way, the asphalt is the same width. The park strip width would  
51 change, not the road.

52 Councilman McOmber said this is a walkable school and the walkways need to be wide for safety. When  
53 they bring the plat he would like to see a new transportation study. We need to remember that 1000  
54 lots is a lot less than we could have seen with the original agreement. He appreciates they are not  
55 trying to squeeze out every inch. He appreciated that the staff followed through to confirm that the  
56 reports were the same. With Village Plan 5 he is a little concerned that they don't have the deal set  
57 with Leisure Village yet. He thinks a lot of these things can be handled at preliminary plat stage. He  
58 would like to see in there some kind of amenity in VP 5 if they don't get the contract with Leisure  
59 Village that breaks up the density. He is grateful for the Tickville wash change, he noted with the  
60 added fencing they are making things safer than it is now. He thanked them for doing the product  
61 nice and not 'on the cheap.' He thinks this is getting better than what they could have had and in  
62 some areas the best. He thanked them for listening and addressing prior concerns.

63 Councilwoman Baertsch was grateful for the Tickville realignment. She felt the access point at the end of  
64 the wash would be an easy fix. However, according to the Community Plan, the Tickville wash must  
65 be settled before approving a Master Development Plan. The CLOMAR has been submitted and  
66 receipt acknowledged, but not yet approved. She was concerned with the school orientation and how  
67 it would change the Transportation plan and fix the Community plan. She is apprehensive to approve  
68 this without the knowledge of what the school will be doing because changing the orientation of the  
69 school would require a change to the traffic patterns which would require a change to the community  
70 plan and village plans. She also wants to make sure there is a shared access agreement for the school  
71 fields; if they don't get them then it doesn't count for open space according to the community plan.

72 Krisel Travis said she has talked with Rob Smith today and they are eager to do that.

73 Kimber Gabryszak indicated that if there were problems down the road they could take care of that when  
74 the plats come.

75 Councilwoman Baertsch was not comfortable of the larger numbers of ERU's listed.

76 Kimber Gabryszak noted that the numbers give them the flexibility to move the numbers around on the  
77 plat but once they hit 1000 units total they would be done. It doesn't give them the flexibility to  
78 move it all to one block.

79 Councilwoman Baertsch asked them to explain the T4SL.

- 30 Krisel Travis said it gives them a shared lane extension. It functions the same as a T4.  
31 Councilwoman Baertsch said she gets the differentiation with the Fire Rating but she wants to make sure  
32 the Chief is ok with it.
- 33 Kevin Thurman said they have to comply with Fire Code and Building Code when they apply for the  
34 building permit.
- 35 Councilwoman Baertsch would like to see a note that less than 5' is not allowed and that 0' is only  
36 allowed in detached product. When we granted the first Village Plan their understanding was that  
37 they would be able to see what they built and how it worked before they approved more. She is  
38 disappointed that they are not willing to show them what the development will look like so they can  
39 see what changes they may need to make. She cannot vote for it tonight due to broken promises and  
40 code issues.
- 41 Councilman Willden appreciates that they are doing less units than allowed. He would like to point out  
42 that Councilman McOmber is more in touch with the residents that live in this area and he is  
43 supportive of his comments. He felt his other comments had been addressed.
- 44 Councilman Poduska commented that with the delays that have occurred in getting Legacy Farms built,  
45 he doesn't see all the delays being Legacy Farms fault; it's everything from FEMA to the City  
46 adding extra conditions, the School District etc. He feels the developer has done the utmost to try and  
47 work with everyone. If there are any things that need to be ironed out, that they can iron those out as  
48 they go, he feels they need to move along. He appreciates the due diligence that the Councilmembers  
49 have done but most of those things now seem to be able to be handled with staff and forward  
50 movement is in orderly fashion. There are multiple layers to ensure compliance.
- 51 Councilwoman Call noted her ERU calculations. If we are using this in future developments we aren't  
52 going to discourage commercial at the sacrifice of density elsewhere but so we can eat up some  
53 ERU's and dissipate density and increase house lots and have more of an open feel. She appreciates  
54 that the open space is still the same, with a club house. She shares the same anxieties the other  
55 Council sees but she see's other developments that move so much more quickly. She wants them to  
56 move forward but the residents are asking why are they approving this before you see if it works?  
57 She asked if there was a compromise on the number of VP's they approve tonight.
- 58 Krisell Travis replied that under the contract for their purchase she doesn't think without these approvals  
59 they would be able to move forward with this. She would hope that the plats would be where they  
60 would deal with the specifics of density and things. The contract was extended so they could deal  
61 with Tickville wash. The delay was in the length of time it took to deal with Tickville wash, and  
62 without knowing what Tickville was going to do they couldn't move forward. They did set out  
63 telling the city that they would bring VP 2-5 by Decmber of 2014. Without knowing what FEMA  
64 was going to do...it was a level of confidence they needed to show on their side of the contract. They  
65 couldn't start on the plats in VP 1 until they knew what was happening with the Master Plan, until  
66 Tickville was resolved which affected the total layout of the land.
- 67 Councilwoman Call commented that if they didn't do approvals tonight and D.R. Horton walks away and  
68 they have to start with a new partner that would be a worse case. She doesn't want to see D.R.  
69 Horton walk away and she doesn't want to start over either.
- 70 Kimber Gabryszak found information for Councilwoman Call that a Community Plan shall expire 24  
71 months after approval if not acted upon further through the adoption of a Village Plan. Once they get  
72 a VP approval it doesn't expire.
- 73 Councilwoman Call wanted clarification about the density of the plan passing on to any future owner.
- 74 Kevin Thurman replied that based on the original District Area plan they arguably still have entitlement  
75 to that. Approving these plans would solidify the lower density.
- 76 Councilwoman Call noted that the Church had said the density reduction would only take place after  
77 adoption of these plans. She doesn't love it, but she loves it more than 1800 units.
- 78 Councilman McOmber noted that nothing is happening here that they won't be seeing more detail and  
79 have to deal with the plats that will come forward where more public input can be brought forward.  
80 He feels every issue brought forward with maybe the exception of the Saratoga road has been  
81 addressed well. It was felt the road would be improved better than it is now.

32 Mayor Miller would like to hope that if we get going and things don't work that D.R. Horton wouldn't  
 33 want to repeat that mistake and they would be able to have dialogue with the City to fix things like  
 34 that. This is a new Code for the City and hopefully they get it right.  
 35

36 **Motion from Councilman Poduska to approve the Legacy Farms Master Development Agreement,**  
 37 **with the findings and conditions in the staff report. Second Councilman McOmber.**  
 38

39 Councilwoman Baertsch said they might want to add to the motion that those are according to staff  
 40 report and additions made in the meeting.

41 Kimber Gabryszak noted there were no changes made in the MDA.  
 42

43 **Aye: Councilman Willden, Councilman McOmber, Councilwoman Call, Councilman Poduska.**  
 44 **Nay: Councilwoman Baertsch. Motion passed 4-1.**  
 45

46 Councilwoman Baertsch commented that she voted nay because she believes we do not have several  
 47 items in place required by the Community Plan before the Master Development Agreement is  
 48 passed.  
 49

50 Kimber Gabryszak noted the changes that had been made. Added to condition 5. All buildings with  
 51 separation of 10' or less must be built with 1-hour fire rated materials per the international  
 52 Building Code (IBC/IRC), or as amended. Added condition 6. Zero-setbacks shall only be  
 53 permitted for attached products, and a note added to each Village Plan to that effect. Deleted  
 54 what was condition 9. (~~T5 areas shall be replaced with T5R~~) added 10. The community Plan  
 55 shall be edited to include the T4SL.  
 56

57 **Motion from Councilman McOmber to approve the Legacy Farms Village Plans 2, 3, 4, and 5 with**  
 58 **the findings and conditions in the staff report as outlined. And also with Village Plan 5 if the**  
 59 **product is changed that there would be some kind of amenity still included with a D.R. Horton**  
 60 **product vs. another developer. Plus conditions and changes as outlined in the meeting today**  
 61 **(That Kimber Gabryszak read). Second Councilman Willden.**  
 62

63 Kevin Thurman had a concern with where it notes the T4 code. He would prefer that they clarify that  
 64 they are delegating to the Planning Director that she shall approve the amended Community  
 65 Plan.  
 66

67 Kimber Gabryszak **"The Planning Director shall edit the Community Plan to include the**  
 68 **T4SL."**  
 69

70 **Councilman McOmber amended the motion to include Condition 10, as just stated.**

71 Kevin Thurman indicated or say "shall approve the amended Community Plan."  
 72

73 Councilman Willden approved the amendment.  
 74

75 Councilwoman Baertsch asked if he would be willing to go through each village plan separately.  
 76

77 Councilman McOmber understands why she would want that but will leave the motion as is. Again,  
 78 they still have the preliminary plats and final plats coming to analyze details and work things out  
 79 and that is why he is voting the way he is.  
 80

81 **Aye: Councilman Willden, Councilman McOmber, Councilwoman Call, Councilman Poduska.**  
 82 **Nay: Councilwoman Baertsch. Motion passed 4-1.**  
 83

84 Councilwoman Baertsch voted nay because she believes there are too many changes with the school  
 85 that are unknown still.  
 86

- 87 **4. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or**  
 88 **reasonably imminent litigation, the character, professional competence, or physical or mental health of**  
 89 **an individual.**  
 90

**EXHIBIT F**  
**Report of Action (with Staff Reports)**

Copies of the Report of Action and all Staff Reports are on file with the City

**EXHIBIT G**  
**Design Guidelines**

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

Compliance with these standards will be verified by the Planning Department prior to issuance of a building permit.

**Exhibit H**  
**Covenants, Conditions, and Restrictions**

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

- A. establish a property owners association for the project;
- B. require the property owners associations to manage common areas within the project, including the collection of necessary management fees;
- C. limit occupancy in the project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;
- D. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the property, including any dwelling unit within the project;
- E. require adoption of an enforcement policy that:
  - i. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and
  - ii. has penalties for non-compliance

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

**Exhibit I**

**Chapter 19.26 of the City Code**

## **Chapter 19.26. Planned Community Zone.**

### **Sections:**

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

### **19.26.01. Purpose.**

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

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



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

**19.26.02. Definitions.**

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

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

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

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

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

**19.26.04. Uses Permitted within a Planned Community District.**

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

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

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

**19.26.05. Adoption and Amendment of Community Plans.**

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

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

(Ord. 14-4)

#### 19.26.06. Guiding Standards of Community Plans.

1. **Development Type and Intensity.** The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.
2. **Equivalent Residential Unit Transfers.** Since build-out of a Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, after approval of a Community Plan, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability. Guiding transfer provisions shall be provided in the Community Plan and detailed transfer provisions shall be established in the Village Plans. Transfer provisions shall adhere to the following standards:

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

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

#### 19.26.07. Contents of Community Plans.

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

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

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

(Ord. 14-4)

#### **19.26.08. Effect of a Community Plan.**

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

#### **19.26.09. Village Plan Approval.**

1. **Application for Village Plan.** Subsequent to the approval of a Community Plan, further development of any phase within a Planned Community Zone District shall require approval of a Village Plan. A Village Plan is a preliminary approval prior to subdivision or site plan approval and is intended to commit and provide detailed standards to assure compliance with the guiding principles and intent of the Community Plan and to further



commit land uses, supporting infrastructure, and design principles. The Planning Commission shall review each Village Plan application in accordance with the provisions of Chapter 19.17 and certify its recommendation to the City Council. Before certifying a recommendation of approval, or approval with conditions, the Planning Commission must find that the Village Plan:

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

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

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

#### 19.26.10. Contents of a Village Plan.

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

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

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

(Ord. 14-4)

**19.26.11. Master Development Agreement.**

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

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

(Ord. 14-4)

**19.26.12. Subsequent Permits Required.**

1. **Application Approval.** The review and approval of applications prior to construction within the Village Plan area will be governed by the City's Ordinances. Notwithstanding the foregoing, the Planning Director shall be authorized to review and approve a site plan submitted for a proposed non-residential use where the proposed use is shown on and is consistent with an approved Village Plan and the site plan does not require the dedication or improvement of the public street access, or the alteration of any standard or requirement of the approved Village Plan.
2. **Applications for Reuse.** The review and approval of applications for the use, reuse, or alteration or improvement of existing structures will be conducted through the provisions established by this Code, as amended by the adopted Village Plan, and include:
  - a. necessary Conditional Use Permits, as prescribed in the provisions of the adopted Community Plan and conducted per Chapter 19.15;
  - b. signage, as prescribed in the provisions of the adopted Community Plan and conducted per Chapter 19.18;
  - c. necessary business licenses as required by this Code;
  - d. Home Occupations per Chapter 19.08; and
  - e. all necessary grading, electrical, plumbing, building, energy, mechanical, and occupancy permits as required by this Code.

**19.26.13. Large Scale Planned Community Districts.**

1. **Applicability of Section.** Planned Community Districts that include more than 2,000 acres (hereinafter referred to as "Large-scale Planned Community Districts"), affect the City's planning in unique ways and may involve a longer build-out horizon than smaller Planned Community Districts. At the election of landowners seeking the application of the Planned Community Zone to property exceeding 2,000 acres in size, and upon approval of a District Area Plan, as set forth below, such property shall be designated a Large-scale Planned Community District, and shall be governed by the provisions of this Section 19.26.13, and other sections of this Chapter as specifically indicated in this Section 19.26.13. Large-scale Planned Community Districts may consist of multiple, non-contiguous parcels.
2. **Adoption and Amendment of District Area Plans.** An approved District Area Plan shall be required at the time property within a proposed Large-scale Planned Community District is assigned the designation of Planned Community Zone. Prior to approval by the City Council, a proposed District Area Plan shall be submitted to the Planning Commission for review and recommendation. The District Area Plan shall cover the entire proposed Large-scale Planned Community District, and shall contain the following information:
  - a. Proposed name for the Large-scale Planned Community District;
  - b. A map depicting:
    - i. the location of the Large-scale Planned Community District;
    - ii. acreage;

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

through 19.26.10, and the provisions of Section 19.26.12, except as specifically modified herein.

5. **Amendments.** District Area Plans may be amended from time to time, and shall be amended prior to or concurrent with the approval by the City Council of a Community Plan or an amendment to a Community Plan that in either case is inconsistent with the then existing District Area Plan. If an amendment is proposed, it shall be processed in the same manner as the original District Area Plan. Amendments may include the following:
  - a. Significant changes in the conceptual layout of proposed land use designations, major thoroughfares or transit corridors;
  - b. An increase in allowable density and intensity ranges for proposed land uses and place types;
  - c. Changes in the planning criteria and guidelines that significantly change the character of the Large-scale Planned Community District; or
  - d. Changes that reduce the ranges of the amount of land dedicated to parks, trails, public use space, natural areas or public facilities as shown on the approved District Area Plan, or that reduce the total amount of open space set forth in the District Area Plan.
  - e. A change in the name of the Planned Community District;
  - f. Minor changes in the conceptual layout of proposed land use designations, major thoroughfares or transit corridors;
  - g. Minor changes in land use or other boundaries;
  - h. Changes that either reallocate or increase overall open space;
  - i. Changes that either reallocate or decrease densities or intensities of use,
  - j. Any change necessary to conform the District Area Plan to an approved Community Plan; or
  - k. Any change necessary to conform the District Area Plan to a change in the City's General Land Use Plan, Parks & Trails Master Plan, and/or Transportation Plan.
  
6. **Open Space in Large-scale Planned Community Districts.**
  - a. **Alternative Open Space Requirements.**
    - i. Open space shall constitute an integral part of Large-scale Planned Community Districts.
    - ii. Certain Large-scale Planned Community Districts may require a unique and flexible approach to the issue of open space, given
      1. the wide variety of anticipated land uses and place types, and the disparate open space needs of the City within such varying land uses and place types,
      2. the long build-out horizon for the Large-scale Planned Community as a whole, and the need to coordinate the inclusion of open space elements across long time spans and among several construction phases, and
      3. the potential for the City's open space needs and objectives to change prior to full build-out.
    - iii. In cases such as those under Subsection 5.a.ii., the City Council, taking into account the recommendations of the Planning Commission, may

- elect, in lieu of the provisions of Subsection 19.26.06.4, to establish alternative requirements for open space in accordance with this Section.
- b. **Approved Ranges.** The District Area Plan may establish an acceptable range of the percentage of land required to be dedicated to open space uses within each identified land use or place type approved in the District Area Plan. Such ranges may or may not reflect the general thirty percent requirement present in Subsection 19.26.06.4. In approving such ranges, and any deviation from such thirty percent requirement, the City Council, taking into account the recommendations of the Planning Commission, may take into account the following factors:
- i. minimum open space requirements, by place type, recommended by one or more accredited and nationally-recognized planning organizations acceptable to the City Council, taking into account the recommendations of the Planning Commission;
  - ii. unique factors affecting the City's open space needs and objectives that may warrant deviation from such recommendations;
  - iii. any identified City objective to establish a unique identity through the use of open space;
  - iv. walkability objectives;
  - v. wise water management;
  - vi. cost of long-term maintenance; and
  - vii. any other factors considered relevant by the City Council.
- c. **Precise Requirements Within Ranges.** When evaluating the more precise extent and design of open space at the Community Plan and Village Plan stages, within the ranges approved in the District Area Plan, the City Council shall take into account the following factors:
- i. the desirability and balance, within certain place types, between active open space and passive open space;
  - ii. the intensity of programmed uses within the proposed open space (by way of example, a public swimming pool on three acres may provide the same open space benefit to the City as a park on ten acres);
  - iii. the capital requirements of the open space features (by way of example, a skate park may satisfy the same open space requirement as a much larger soccer field);
  - iv. the shifting of open space from one place type to another (by way of example, open space in a retail place type may be reduced to offset a larger community park in another location within the District);
  - v. the accessibility and proximity of the open space;
  - vi. the quality of the open space;
  - vii. requirements for land dedication, capital improvement, maintenance, and impact fees to ensure that cross-subsidization between the project and the remainder of the City does not occur, in order that all City residents bear their fair burden of the costs associated with such requirements; and
  - viii. any other factors considered relevant by the City Council, taking into account the recommendations of the Planning Commission.

- d. **Elements of Open Space.** Open space for purposes of Large-scale Planned Community Districts may include any space, element, or feature deemed by the City Council, taking into account the recommendations of the Planning Commission, to advance the purpose for which the open space is required.
    - i. By way of example and not limitation, open space and accompanying amenities may include community parks, pocket parks, fields, playgrounds, tot lots, pathways, trails, bike paths, skate parks, pavilions, community gardens, ball fields, cemeteries, community centers, swimming pools, plazas, public squares, sport courts, dog parks, amphitheaters, fountains, water features, golf courses, theme parks, waterways, irrigation canals, drainage detention basins, park strips, planted medians, landscaping, nature preserves, wetlands, hillsides, geologically sensitive areas, viewscales, wildlife habitat, buffers, public art, benches, and agricultural lands.
    - ii. Allowable open space elements may be approved in the District Area Plan, or in subsequent Community Plans or Village Plans.
  - e. **Preservation of Open Space.** Open space shall be preserved and maintained through one or more mechanisms designed to preserve its future use for the purpose for which it is intended. Allowable methods of preservation include, but are not limited to:
    - i. dedication of land to the City;
    - ii. recordation of restrictive covenants;
    - iii. granting to the City or other entity a permanent open space or conservation easement;
    - iv. compliance with the provisions of the Condominium Ownership Act, as outlined in Utah Code Title 57, and which provides for the payment of common expenses for the upkeep of common areas and facilities; and
    - v. in the case of property belonging to school districts or other public or private entities, the establishment of long-term contractual arrangements which preserve the right of the public to use land or facilities.
  - f. **Capital Costs.** Nothing in this Subsection 5. shall be construed as imposing on the applicant the responsibility of assuming the capital costs of constructing open space features. The allocation of such costs shall be consistent with applicable state and federal law and any applicable City impact fee ordinance and capital facilities plan.
7. **Interim Uses.** Existing and new agricultural uses are permitted to continue prior to approval of a Village Plan for the area in which the uses occur and may continue subsequent to approval of a Village Plan if so permitted under the Village Plan. Sand and gravel operations shall be a conditional use prior to approval of a Village Plan, and thereafter to the extent required in support of development.
8. **Effect of a District Area Plan.** Approval of a District Area Plan for a Large-scale Planned Community District constitutes a legislative decision of the City Council for all purposes of land use review under Utah Law, and vests the entitlement to develop within



the Large-scale Planned Community District in accordance with the approved District Area Plan, and in accordance with the process described in this Chapter 26.

- a. Such vesting shall include the right to:
  - i. develop the approved number of dwelling units, non-residential square footage, and equivalent residential units;
  - ii. develop the land uses; and
  - iii. provide open space within the ranges, each as set forth in the District Area Plan.
    - b. The City Council, taking into account the recommendations of the Planning Commission, may exercise legislative discretion at the Community Plan and Village Plan approval stages consistent with the District Area Plan, to determine and establish the development standards, design guidelines, and specific land use locations, configurations and allocations, provided that in exercising such discretion, the City Council shall not direct development patterns in a manner that unreasonably inhibits realization of the vested rights granted in an approved District Area Plan.

9. **Development Agreement.** A Development Agreement governing the general principles and terms of development may be executed between the City and the landowner concurrent with the approval of a District Area Plan.

- a. Such Development Agreement need not conform to the requirements of Chapter 19.13.
- b. The City and a Master Developer may enter into Development Agreements containing such other and further vesting provisions as the City Council, taking into account the recommendations of the Planning Commission, finds will promote the public welfare and will protect and enhance property values within the area of the District Area Plan and surrounding areas.

**Exhibit J**

**400 South Roadway Options**

**400 South Improvements Pricing**

**Option 3: Local Road 1/2 Width...DR Horton Responsibility**

	QTY	UNIT	PRICE	AMOUNT
Cut/Fill/Rough Grade	2,332	CY	\$ 3.25	\$ 7,579.00
Sawcut/Remove Asphalt	1,740	SF	\$ 0.38	\$ 661.20
Finish Grading	31,485	SF	\$ 0.09	\$ 2,833.65
24" Curb/Gutter	3,705	LF	\$ 14.00	\$ 51,870.00
5ft Sidewalk	3,705	LF	\$ 18.00	\$ 66,690.00
3" Asphalt over 8" Roadbase	20,370	SF	\$ 2.05	\$ 41,758.50
10" Imported Fill	1,798	TON	\$ 9.50	\$ 17,081.00
Geogrid	3,498	SY	\$ 2.70	\$ 9,444.60
1" Overlay	20,370	SF	\$ 0.60	\$ 12,222.00
9ft Parkstrip Landscaping	33,435	SF	\$ 2.50	\$ 83,587.50
Compaction Testing/Surveying	1	LS	\$ 3,500.00	\$ 3,500.00
			<b>Subtotal</b>	<b>\$ 297,227.45</b>

**Option 4: Collector Half-Width...What city wants**

	QTY	UNIT	PRICE	AMOUNT
Cut/Fill/Rough Grade	4,462	CY	\$ 3.25	\$ 14,501.50
Sawcut/Remove Asphalt	44,580	SF	\$ 0.38	\$ 16,940.40
Finish Grading	60,238	SF	\$ 0.09	\$ 5,421.42
30" Curb/Gutter	3,715	LF	\$ 16.00	\$ 59,440.00
5ft Sidewalk	3,715	LF	\$ 18.00	\$ 66,870.00
4" Asphalt over 8" Roadbase	47,235	SF	\$ 2.25	\$ 106,278.75
10" Imported Fill	3,439	TON	\$ 9.50	\$ 32,670.50
Geogrid	6,693	SY	\$ 2.70	\$ 18,071.10
1-1/2 Overlay (Additional)	47,235	SF	\$ 0.90	\$ 42,511.50
9ft Parkstrip Landscaping	33,435	SF	\$ 2.50	\$ 83,587.50
Compaction Testing/Surveying	1	LS	\$ 3,500.00	\$ 3,500.00
			<b>Subtotal</b>	<b>\$ 449,792.67</b>

**Additional Requirements of Option 4**

Adjust and collar MH's and Valves	95,360	SF	\$ 0.18	\$ 17,164.80
1-1/2" Overlay--North half of existing 400 S	1	LS	\$ 2,500.00	\$ 2,500.00
1-1/2" Milling--entire existing 400 S	52,490	SF	\$ 0.90	\$ 47,241.00