



**Rezone, General Plan Amendment, Community Plan, Master Development Agreement
Mt. Saratoga
Tuesday, August 16, 2016
Public Hearing**

Report Date:	Tuesday, August 9, 2016
Applicant:	Edge Homes, LLC
Owners:	DCP Saratoga LLC, Capital Security Mortgage, Jan Wilkins, Mt Saratoga LLC
Location:	~1200-1900 West, between Pony Express Parkway and SR 73
Major Street Access:	State Road 73, Pony Express Parkway
Parcel Number(s) & Size:	Size: ~688 acres 580330243, 580330329, 580330208, 580330328, 580330288, 580340442, 580340289, 580340347, 580340312, 580340313, 580340360, 580340441, 580340359, 580340355, 580340372, 580340333, 580340357, 580340323, 580340324, 580340340, 580340341, 580340230
Parcel Zoning:	R-3
Adjacent Zoning:	R-3, RR, RA-5
Current Use of Parcel:	Vacant
Adjacent Uses:	Residential, Agricultural, undeveloped
Previous Meetings:	PC Work Session 1/14/16 CC Work Session 2/2/16 PC Public Hearing 7/2/16
Previous Approvals:	None
Land Use Authority:	City Council
Type of Action:	Legislative
Future Routing:	None
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC). They are also requesting approval of a Community Plan (CP) and Master Development Agreement (MDA) to master plan approximately 688 acres of property for residential and commercial uses. The CP lays out general densities and configurations, however future approvals must be obtained prior to construction, including Village Plans and subdivision plats. These future approvals will involve additional Planning Commission public hearings and City Council

meetings, and will give the neighbors additional opportunities to see more specific plans prior to finalization.

Recommendation:

Staff recommends that the City Council conduct a public hearing on the applications, take public comment, review and discuss the proposal, and choose from the options in Section I of this report. Options include approval with conditions, continuing the item for additional information, or denial.

- B. Background:** The property is currently zoned R-3, Low Density Residential and was previously approved to be developed as a Planned Unit Development (PUD). The previous Master Development Agreement was approved in 2004 and was valid for 8 years, expiring on January 28, 2012. In 2008, an application was received to revise the approved MDA, but did not progress due to market conditions at that time. In 2013, changes were made to the Land Development Code to prevent the PUD from being used for future development.

The subject property is a hillside area with sensitive lands and slopes greater than 30 percent. The applicant would like to cluster housing types and preserve sensitive lands and that type of flexibility is now offered in the Planned Community District Zoning. The proposed MDA is intended to reinstate and amend the MDA that expired in 2012.

The Planning Commission held a work session on January 14, 2016 and the City Council held a work session on February 2, 2016. Minutes from those meetings are attached.

Based on the feedback received at these work sessions the applicant has reduced the proposed number of units from 2,649 to 2,553 and added two-family and three-family units to reduce the number of multi-family units. Two-family and three-family units were not included in the referendum.

C. Specific Request:

The application covers approximately 688 acres and proposes residential and commercial development and large amounts of open space as shown in the Community Plan and summarized below:

Total acres: 687.93
Community Commercial acreage: 7.50
Residential/Civic acreage: 445.45
Open space acreage: 234.98 (34.2% of overall acreage)
Residential units: 2,553

Density is based on the overall project area minus the commercial acreage which results in 2,553 units within 680.43 acres and equates to 3.75 units per acre. Product type is broken down as follows:

Single family units: 988 (39%)

Single family units in flex neighborhoods: 285 minimum (11%)
Two and three family units in flex neighborhoods: 284 maximum (11%)
Multi-family units: 996 (39%)

The applicant is requesting approval of a rezone from R-3 to PC and a general plan amendment from Low Density Residential to Planned Community. They are also requesting approval of the proposed Community Plan and Master Development Agreement.

A brief outline of items in the CP that the City Council may wish to discuss further include, but are not limited to the following:

- The Community Plan includes some street designs for hillside areas that have been reviewed by the Development Review Committee (DRC) and the Fire Chief. These include a 2000' block length and a 750' cul-de-sac in hillside areas as identified in the CP. Staff has reviewed these and finds them acceptable in limited hillside locations as identified in the CP in order to avoid vast cuts in the hillside.
- A 63' cross section is proposed for a portion of Talus Ridge Blvd that is adjacent to an area with 30% slopes. This results in a sidewalk adjacent to the homes, but not adjacent to the steep slopes. The DRC has reviewed this request and finds it acceptable, a sidewalk that is not abutting homes would not see any snow removal or the City would be responsible.
- The Design Guidelines outline proposed lot sizes, setbacks, architectural styles, etc.
- The Design Guidelines specify two categories for multi-family, but it is not clear in which situations these would be applied. It is most likely for attached versus stacked units.
- Hillside standards are included in the CP; staff would like to propose these standards city-wide for hillside developments and a Code Amendment is anticipated to do so.
- There are some 30% slopes shown in the CP that are proposed to be graded subject to further review under future applications. These areas included manmade areas, a portion of a drainage channel and areas one-half acre or smaller.
- The applicant is requesting a waiver to the 20' buffer strip in some locations as outlined later in this report.
- Phasing of open space and amenities is proposed and outlined in the CP.
- Open space proposals are included and match the pending open space ordinance; the proposed points exceed the requirements of the pending open space ordinance.
- The applicant is proposing that the City own and maintain 205 acres of open space, including a trail and park network that will be installed by the developer
- The applicant is asking that the City maintain the park strips along the arterial and collector in locations where no lots front the street.
- The applicant is asking for impact fee credits for the 205 acre community park.

D. Process:

General Plan Amendment and Rezone

Section 19.17.03 of the City Code outlines the requirements for a rezone and General Plan amendment; first is a formal review of the request by the Planning Commission in a public

hearing, with a recommendation forwarded to the City Council. The City Council then holds a public hearing and is the land use authority.

Community Plan

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

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

The approval process for the Community Plan includes:

1. A public hearing and recommendation by the Planning Commission (*held July 28, 2016*).
2. A public hearing and final decision by the City Council (19.26 states that the process is per Section 19.17, which addresses Code amendments / rezones and requires hearings with the Council.)

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

- E. Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notices sent to all property owners within 300 feet. During the public hearing for ABC Great Beginnings Rezone, one member of the public commented on the proposed density as it relates to Proposition 6. At the July 28, 2016 public hearing with the Planning Commission members of the public commented and voiced concerns; minutes from that meeting are attached.

- G. General Plan:** The applicant is requesting a general plan amendment from Low Density Residential to Planned Community.

Land Use Designation

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

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

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

Staff analysis: if the rezone and GP amendment are approved the CP and MDA will be consistent with the Planned Community Land Use Designation.

Density

The proposed density is 3.75 units per acre. The Planned Community Zone does not identify a specific density; densities are approved and managed by the governing Community Plan.

Proposition 6

Per Proposition 6, which was approved in November 2013, the General Plan has been amended to limit the percentage of multi-family dwelling units in the City. Multi-family is limited to a maximum of 27%; the specific language is as follows:

- (a) require 73% of the dwelling units to be single family, detached housing;
- (b) limit single family units with a common wall and single story to no more than 11% of the dwelling units in the City;
- (c) limit multi-family, single story units to no more than 7% of the total dwelling units;
- (d) limit multi-family units with two stories to no more than 11 % of the dwelling units; and
- (e) limit multi-family units with more than two stories to no more than 2% of the dwelling units.

On July 21, 2016, staff updated the review of housing types. Based on the recorded developments, ~79.91% of the recorded lots/units are single family detached units; ~9.58% are multi-family two stories; ~8.93% are multi-family more than two stories. While (d) and (e) above have been exceeded, the overall count for multi-family does not exceed 27%.

The proposed community plan specifies that 39% of the units are intended to be multi-family, with the remainder in single family and flex neighborhoods (single, two, and three-family units). The specific layout of these units has not yet been provided, and will be reviewed at a later date following the finalization of the Community Plan, however townhomes and stacked units are expected and would fall under (d) and (e) above. While the limit in the General Plan for these unit types has been exceeded, the Planning Commission and City Council may consider permitting them, in this case, for several reasons:

- The General Plan is advisory, and with a finding of good cause, the Land Use Authority may choose to approve a development that is not fully consistent with the General Plan. Such good cause would be the preservation of hillside areas and sensitive lands, large-scale infrastructure, and vast amounts of open space and an amenities schedule that exceeds the expectations of the pending open space ordinance.
- The items outlined below result in a unique project that does not exceed an overall density of 3.75 units per acre.
- The proposed CP includes major infrastructure including, but not limited to, a collector road connecting SR73 and Pony Express Parkway, improvements on arterial roadways, a water tank, a secondary water pond, storm drain and sewer infrastructure as outlined in the CP.
- The proposed CP includes 234.98 acres of open space (34.2% of overall acreage) and over 11 miles of trails; of which ~205 acres is proposed to be public open space and includes ~30 acres of improved open space.
- An amenities schedule to accommodate the needs of the projected population.
- The MDA is intended to modify and extend the MDA that was approved in 2004. The 2004 MDA included 524 Multi-family units.
- An application to amend the 2004 MDA was submitted in 2008, prior to Proposition 6, which was not fully processed and remained open and active. That application included a request for 574 multi-family units.
- The previous applications were PUD's which are no longer allowed by Code.
- The CP and MDA codify an application that was submitted prior to Proposition 6 (in 2008), which application also included multi-family units.
- Within the project ~70 acres out of ~688 acres is indicated for multi-family units; this is ~10% of the land area within the project.
- The majority of the project acreage will be open space, single-family, two- family, and three-family units consistent with the intent of the Proposition.

Staff analysis: consistent. The Land Use Authority may consider a proposal that exceeds the limits of the general plan if good cause is found. The CP contains proposals that will be a public benefit including preservation of hillside areas and sensitive lands, large-scale infrastructure, ~32% open space, and an amenities schedule that exceeds the expectations of the pending open space ordinance. ~205 acres are proposed to be public open space; including ~11 miles of trails and ~30 acres of open space to be improved by the developer. The majority of the project acreage is proposed for open space, single-family, two-family, and three-family development and is

consistent with the intent of Proposition 6. Therefore, if the General Plan is amended then the MDA and CP will be generally consistent with the General Plan.

H. Code Criteria:

Rezone and General Plan Amendments

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

Section 19.17.04 outlines the requirements for both a Rezone and a General Plan Amendment, and states:

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

1. the proposed change will conform to the Land Use Element and other provisions of the General Plan;

Consistent. *The application conforms to the Planned Community category identified in the General Plan.*

2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;

Consistent. *The CP outlines that multi-family neighborhoods are located near the major roadways as to limit the impacts on single-family and flex neighborhoods. The project includes arterial roadways, the extension of Talus Ridge Blvd, per the City's Transportation Master Plan, major infrastructure and ~32% open space including ~11 miles of trails and ~30 acres of developed park space. Guidelines are included for ridgeline development to minimize the visual impact from other locations in the City and design standards are included. Village Plans have not yet been submitted and will allow for a more detailed review of each neighborhood.*

3. the proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City; and

Consistent. *The application is consistent with the expired approval in that the R-3 PUD designation allowed for a maximum of 4 units per acre; the CP proposes 3.75 units per acre. The Planned Community zone is intended for projects over 500 acres and allows flexibility and clustering that is not currently described in any other zone. The Planned Community designation is characterized by a mixture of land uses and housing types.*

4. in balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change.

Consistent. *The applicant is keeping an overall density of 3.75 units per acre, only placing higher densities on a small portion of the property (~10%); this density is the result of preserving ~32% of the project area as open space. The CP also includes an amenities package that exceeds the requirements of the pending open space ordinance and includes ridgeline development guidelines, design guidelines, theming, and large scale infrastructure and roadway improvements.*

Community Plan

Section 19.26.06 – Guiding Standards of Community Plans

The standards for a Community Plan are below:

1. Development Type and Intensity. The allowed uses and the conceptual intensity of development in a Planned Community District shall be as established by the Community Plan.
Staff finding: complies. *The Community Plan contains general densities and locations, capped at an overall maximum density.*
2. Equivalent Residential Unit Transfers.
Staff finding: complies. *The Community Plan contains a maximum of 2,553 units, and a provision for density to be transferred between Village Plans within the development area. The proposed transfers include a 20% limitations as allowed by Title 19.26.*
3. Development Standards. Guiding development standards shall be established in the Community Plan.
Staff finding: complies. *The Community Plan contains standards and regulations to govern the development within future Village Plans and then subdivision plats and site plans. The majority of the project will be subject to the standards in the Development Code, with some items such as density, lot size, setbacks, and architecture governed more specifically in the Community Plan.*
4. Open Space Requirements.
Staff finding: complies. *The Code requires 30% of the project to be placed in protected open space. The applicant is proposing a plan that meets this requirement, per the proposed Community Plan definitions of allowable open space and in accordance with the limitations in Section 19.26 of the Code.*
5. No structure (excluding signs and entry features) may be closer than twenty feet to the peripheral property line of the Planned Community District boundaries.
 - a. The area within this twenty foot area is to be used as a buffer strip and may be counted toward open space requirements, but shall not include required back yards or building set back areas.

- b. The City Council may grant a waiver to the requirement set forth in this Subsection upon a finding that the buffer requirement will result in the creation of non-functional or non-useable open space area and will be detrimental to the provision of useful and functional open space within the Project.

Staff finding: up for discussion. *Much of the plan complies, and in portions the applicants have requested a waiver to this requirement (see page 20, Exhibit 2). The waiver is requested where single family lots are proposed adjacent to the periphery.*

19.26.07 – Contents of Community Plans

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

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

19.26.05 – Adoption and Amendment of Community Plans

The criteria for adoption of a Community Plan are below:

- a. is consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;

Staff finding: consistent. *See Section G of this report.*

- b. does not exceed the number of equivalent residential units and square footage of nonresidential uses of the General Plan;

Staff finding: complies. *The General Plan does not identify ERUs or square footage for the Planned Community designation, and the overall density proposed carries forward the allowable range under the existing Low Density Residential PUD land use. Square footages of commercial development will be guided by the pending Community Commercial zone.*

- c. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
Staff finding: up for discussion. *The proposed standards will guide the development and will permit the proposed densities and maintain quality of design (see Design Guidelines, pg. 51-53 of CP). During the work sessions the PC and CC had concerns with the proposed minimum lot size of 2,500 square feet and suggested more variety. The minimum lot sizes now range from 3,500 to 5,000 square feet with an indication that “more appropriate site specific standards will be established at the Village Plan level”.*

- d. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
Staff finding: up for discussion. *Village 5 Neighborhood 3 is proposed for multi-family development and is adjacent to an existing Rural Residential development. However, there is a 100’ wide powerline corridor between these developments and the CP includes standards for ridgeline development. The other two multi-family developments are not adjacent to existing development and are located with direct access to an arterial roadway.*

- e. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
Staff finding: pending. *The applicants are working with engineering to ensure that adequate infrastructure can be provided, and identifying appropriate mitigation as necessary. The impacts of City-wide growth on public safety are evaluated by the City Council on an annual basis to determine staffing needs.*

- f. is consistent with the guiding standards listed in Section 19.26.06; and
Staff finding: up for discussion. *The application complies with standards 1-4, however the project is requesting a partial exemption from standard 5 as outlined on page 8 of this report (this is regarding the 20’ periphery setback).*

- g. contains the required elements as dictated in Section 19.26.07.
Staff finding: complies. *The application contains the required items.*

Master Development Agreement

Section 19.26.11 requires a Master Development Agreement, subject to the legislative discretion of the City Council. Approval shall generally conform to and include by reference, if appropriate, the requirements found in Section 19.13.06 (now 19.13.07), except for the plat, site plan, and CCR’s or elevations are not required until later.

19.13.07(2) outlines the requirements for the contents of an MDA. The proposed MDA includes the required contents listed in this section; except that bond documents are not practical at this

particular stage of development and will be required with each preliminary plat. If the City Council adds requirements, the MDA will be updated to include those requirements.

I. Recommendation and Alternatives:

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

OPTION 1: APPROVAL WITH CONDITIONS

(Separate motions are provided for the Rezone and GPA and for the CP and MDA)

Motion for Rezone and General Plan Amendment:

“Based upon the information and discussion tonight, I move to approve the Rezone and General Plan Amendment, from Low Density Residential (R-3) to Planned Community (PC) for the Mt. Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report:”

Findings

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

Conditions:

1. The rezone shall not be recorded until accompanied by a finalized Community Plan and MDA. The Community Plan shall in all respects be consistent with the MDA.
2. Any other conditions added by the City Council: _____

Motion for Community Plan and Master Development Agreement:

“Based upon the information and discussion tonight, I move to approve the Community Plan and Master Development Agreement for the Mt. Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report:”

Findings

1. The Community Plan and Master Development Agreement are consistent with the General Plan, as articulated in Section G of the staff report, which section is hereby incorporated by reference.
2. The Community Plan and Master Development Agreement are consistent with the Land Development Code, as articulated in Section H of the staff report, which section is hereby incorporated by reference.

Conditions:

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

OPTION 2: CONTINUANCE

The City Council may choose to continue the application. “I move to **continue** the [Rezone, General Plan Amendment, Community Plan, MDA] for Mt. Saratoga to the [DATE], with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

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

OPTION 3: NEGATIVE RECOMMENDATION

The City Council may choose to forward a negative recommendation:

“Based upon the information and discussion tonight, I move to **deny** the Rezone, General Plan Amendment, Community Plan, and Master Development Agreement for the Mt. Saratoga project, based on the Findings below:

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

“I also move to deny the Mt. Saratoga Community Plan and MDA based on the Findings below:

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

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

J. Exhibits:

1. City Engineer's Report
2. Location & Zone Map
3. General Plan Map
4. PC Work Session Minutes 1/14/16
5. CC Work Session Minutes 2/2/16
6. PC Minutes 7/28/16
7. Proposed Community Plan
8. Master Development Agreement

City Council Staff Report

Author: Gordon Miner, City Engineer

Subject: Mount Saratoga

Date: August 8, 2016

Type of Item: Community Plan, General Plan Amendment &
Rezone, Master Development Agreement



SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted Community Plan, General Plan Amendment, and Master Development Agreement applications. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: Steve Maddox – Edge Homes

Request: Community Plan Approval, General Plan Amendment & Rezone Approval, and Master Development Agreement Approval

Location: 482 W 800 N

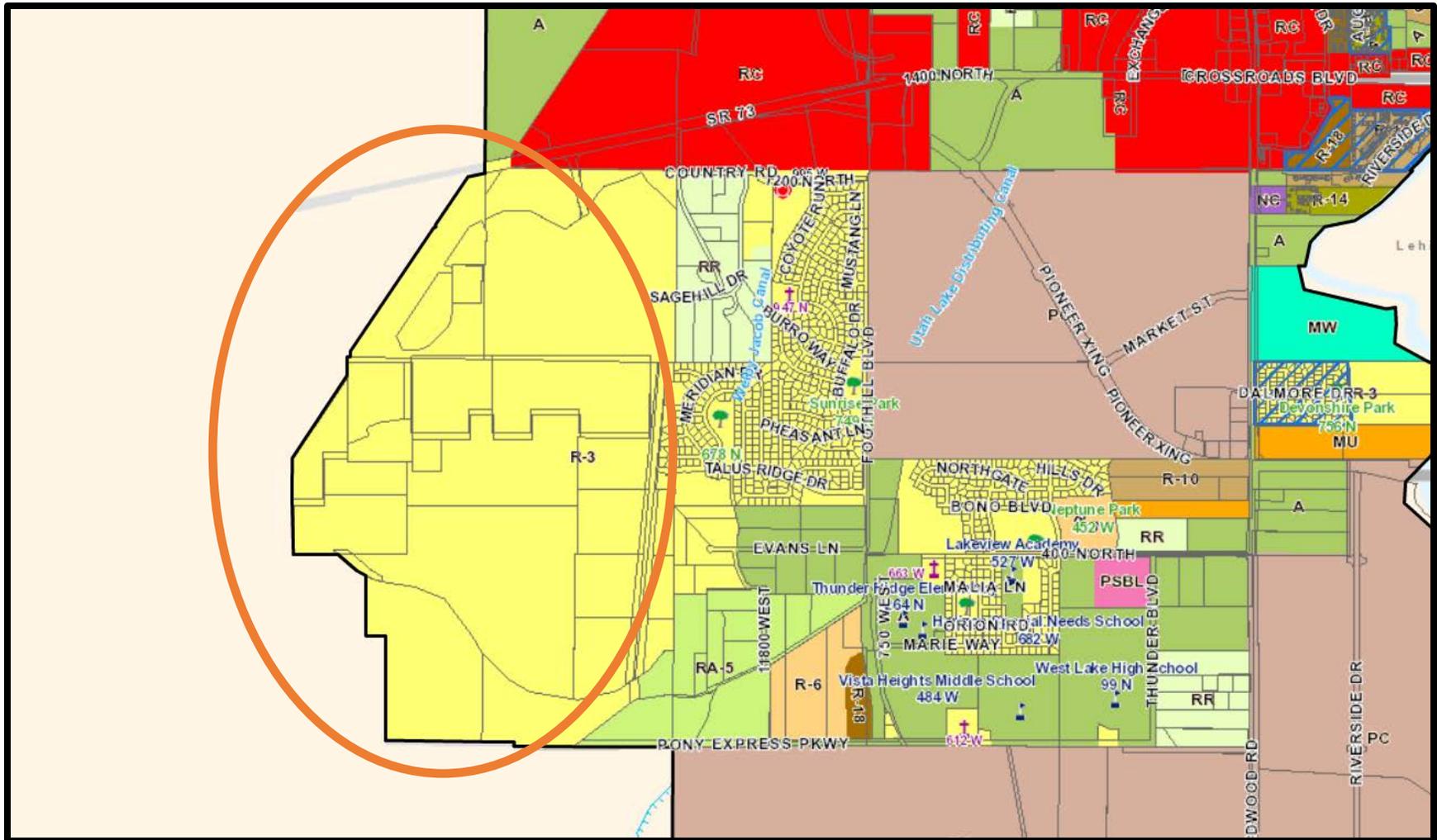
Acreage: 687.93 acres – 2,553 Units

C. Recommendation: Staff recommends the approval of the Community Plan, General Plan Amendment & Rezone, and Master Development Agreement subject to the following conditions:

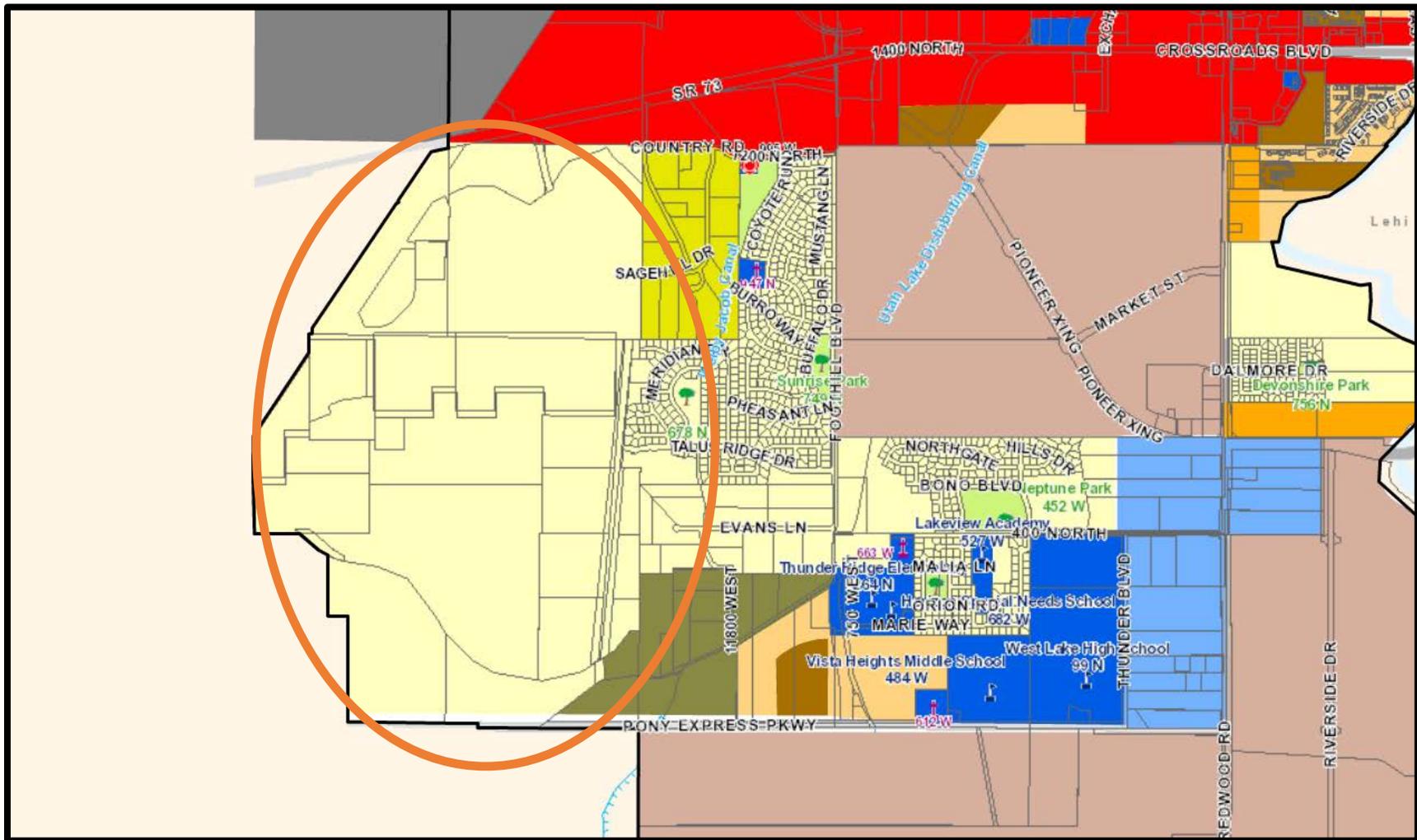
D. Conditions:

- A. Page 29 of the Community Plan – The number of connections shown in the table is greater than the number assumed in the master plan.
- B. Page 31 of the Community Plan – Show the existing 16-inch pipeline on the east side
- C. Meet all engineering conditions and requirements in the construction of the subdivision and recording of the plats. Review and inspection fees must be paid as indicated by the City prior to any construction being performed on the project.
- D. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the Final plat and construction drawings.
- E. Developer must secure water rights as required by the City Engineer, City Attorney, and development code.

- F. Submit easements for all off-site utilities not located in the public right-of-way.
- G. Developer is required to ensure that there are no adverse effects to future homeowners due to the grading practices employed during construction of these plats.
- H. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and all UPDES and NPDES project construction requirements.
- I. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements.
- J. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- K. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- L. Developer may be required by the Saratoga Springs Fire Chief to perform fire flow tests prior to final plat approval and prior to the commencement of the warranty period.
- M. Submittal of a Mylar and electronic version of the as-built drawings in AutoCAD format to the City Engineer is required prior acceptance of site improvements and the commencement of the warranty period.
- N. Developer shall bury and/or relocate the power lines that are within this plat.
- O. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.
- P. Developer shall provide a finished grading plan for all lots and shall stabilize and reseed all disturbed areas.



LOCATION / ZONING MAP



LAND USE MAP

**City of Saratoga Springs
Planning Commission Meeting
January 14, 2016**

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

Minutes

Present:

Commission Members: Kirk Wilkins, Sandra Steele, Hayden Williamson, David Funk, Ken Kilgore, Troy Cunningham

Staff: Kimber Gabryszak, Sarah Carroll, Kevin Thurman, Nicolette Fike, Gordon Miner, Janelle Wright, Mark Christensen

Others: Frank Pulley, Steve Maddox, Jim & Rose Wheeler, Susan Palmer, Bud & Barbara Poduska, Julie King, Brenda Heslop, Kraig Sweat, Greg Magleby, Gary Kirschbaum, Justin Johnston, Joe Parren

Excused: Brandon MacKay

Call to Order - 6:30 p.m. by Kirk Wilkins

1. **Pledge of Allegiance** - led by Frank Pulley
2. **Roll Call** – A quorum was present

8. Work Session: Rezone, General Plan, and Community Plan for Talus at Saratoga Springs, Located between SR73 and Pony Express Parkway, adjacent to Eagle Mt., Edge Homes applicant.

Sarah Carroll presented the plans for Talus at Saratoga Springs. The applicant is requesting approval of a General Plan Amendment and Rezone to change the designations of the property from Low Density Residential (R-3) to Planned Community (PC), and also a Community Plan (CP) to master plan the approximately 688 acre property for residential and commercial uses. The CP lays out general densities and configurations, design guidelines, infrastructure plans, proposed road cross sections, hillside regulations, and an open space program. They asked Edge to run a scenario on proposed developments with a point system for amenities in open space plans. This is a first look at the master plan so we can get feedback at this level. She gave a broad overview of Review comments.

Steve Maddox said this project is very overwhelming and he wanted to thank staff for their guidance. There are restraints they encountered and they think they have solved the issues. They are against the wall of water pressures in the general vicinity. They realized the topography of the area was unique and they have

worked with their engineers. They have integrated native trails and vegetation. He feels if they do it together it will be a fun project. The theme for the project is a walkable community with 200 acres of open space. They explored underground walking tunnels under major streets.

Steve Maddox introduced Curtis Leavitt - Project Manager, Brandon Watson and Greg Magleby from LEI.

Sandra Steele would address the name of the project. She thinks Talus at Saratoga is confusing with Saratoga Springs Development. She suggested Talus at Mt. Saratoga. She wanted them to talk about their vision for the commercial area.

Steve Maddox responded that there were thoughts of storage, neighborhood retail, gas stations; Neighborhood Commercial is what they would lean towards. They are residential builders, they were asked by staff to include a commercial element.

Sandra Steele would hate to send everyone into Eagle Mountain for commercial needs. This is large enough that commercial would be a viable entity in the project.

Steve Maddox commented that one of the items they discussed was road widths and aisles to work with the hillsides and not fight with them. This is fairly close to what they intend on building.

Ken Kilgore wondered why the small lot sizes. The minimum would be 2500. He thinks it makes it a more walkable community but he is concerned so many tight homes would ghetto-ize the area.

Steve Maddox replied that now people want smaller lot size and xeriscaping. They are seeing an economy of a footprint with additional open space and not have the impact of watering all the space. If we bring on that larger size lot today it would not be as marketable. The first phases are not near that. There was talk with staff of some half acre lots. We want to hit empty nesters to newlyweds. And the only way to do that is to work with them on what the final village will look like, the houses themselves are 23-3000 sq. ft. but they have gone with little setbacks and landscaping. It is for those that want to live like that and have a walkable community. They have not built a dog park before, which is new, we are trying to be innovative and look toward the future.

Ken Kilgore commends their forward looking ideas. He knows people want smaller footprints but people moving to Saratoga seem to want the larger lots. Our city code of R-18 still has 5000 sq. ft. minimum.

Steve Maddox noted the open space and amenities that go along with that lot size and the level of services and it is also lessening the impact at the same time. It's a lifestyle choice.

Ken Kilgore noted a lot of the younger age professionals are moving to this type. He noted however, that people are trying to move out of a lot of the smaller houses around here, but this is a different market they are looking at.

Troy Cunningham was concerned about the lot size too. He knows many are buying the smaller houses and lots and not liking the yard work as much. Even though he is concerned about the smaller lots it would go with whoever is buying. He asked about protecting petroglyphs.

Steve Maddox noted that they are looking into the best way to protect those; they don't want to draw attention to them yet. They noted in the first Village Plan they submitted that the lots are almost two times the size and bigger. He thinks people will move here when the services and infrastructure are in and the trails. He noted where the school was interested in building. He also noted the underpass they are proposing.

David Funk noted that many enjoy gardening but it can be done on a smaller lot. One of his bigger concerns was on churches. He feels there is not enough churches set aside.

Steve Maddox said they talked to local leaders and they would like to maintain 400 homes per church site. It's lower here in Saratoga, other cities are 500 + to facilitate a chapel.

David Funk wanted to know what was approximately across from the commercial area.

Steve Maddox replied it was Eagle Mountain open spaces, near the amphitheater.

Hayden Williamson commented that it looked like a mix between single and multi-family and asked if they had an idea of what their multi-family would look like.

Steve Maddox said there was an element of condo, maintenance interior and exterior. They don't do apartments. They have looked around they don't want to compartmentalize too much of one product in one area. If there was one pod of attached they would do another of detached next to it.

Hayden Williamson asked what the most dense product would be.

Steve Maddox replied that it was up to 20 units in one pod, per acre. He noted one pod in Village Plan 3 Neighborhood1.

Mark Christensen noted conversations on how do we lay out densities, opening up to products looking out to the lake and a pod of higher densities towards the back, also providing for densities for economic advantage. It's a great project to meet Capital Projects citywide.

Ken Kilgore asked in cases where the density and minimum lot size is different from the code will it come up later on where we make a waiver.

Sarah Carroll noted at this point in time if you would like there to be broader ranges they can suggest that, you can give feedback when the plan comes through, otherwise when the plan does come through that is the minimum and that's what they review.

Hayden Williamson wondered how this works in with prop 6.

Kevin Thurman noted that prop 6 pertained to attached rather than detached, it would have some justified discussion, but prop 6 amended the general plan which is an advisory document, not necessarily binding, those are all considerations.

Sarah Carroll noted a breakdown of percentages of single-family and multi-family units for this project.

Hayden Williamson would advise to be as compliant with prop 6 as possible because many residents are passionate about it.

Mark Christensen said they have been working with Edge Homes for years on how to get this project off the back burner. We explored the historic densities on this parcel and we are working through all these issues.

Kirk Wilkins asked what the current land use was today.

Sarah Carroll said it's currently R3; the master plan that was in place has expired.

Kirk Wilkins said we had a large development come in recently and there was a lot of opposition to high density, for a higher density than what they were proposing doesn't make sense. They would need to expect some objection to high density areas. It would help to see what they plan to put in those higher densities.

Sandra Steele asked what kind of products they think they will be putting on 20 to the acre that is not an apartment.

Steve Maddox replied that an apartment is a for rent unit, we do not build for rent. It would be more stacked units with open space. The aesthetics of this will be different as they are building into hills and things. The maximum number of stories would be three.

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City of Saratoga Springs
City Council Meeting
February 2, 2016

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

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Work Session Minutes

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Present:

Mayor: Jim Miller

Council Members: Michael McOmber, Shellie Baertsch, Chris Porter, Stephen Willden, Bud Poduska

Staff: Mark Christensen, Kimber Gabryszak, Kyle Spencer, Owen Jackson, Kevin Thurman, Gordon Miner,
Nicolette Fike, Sarah Carroll

Others: Steve Maddox, Brandon Watson, Curtis Leavitt

Excused:

Call to Order – 6:00 p.m.

1. Rezone, General Plan Amendment and Community Plan for Talus at Saratoga Springs Located at Approximately 1200-1900 West Between Pony Express Parkway and SR73, Edge Homes-Applicant.

Sarah Carroll gave an overview of the plans. Edge Homes is proposing 2,649 units in this project on 643.95 acres. That makes the density 4.11 units per acre. There will be single family and multi-family units included. They have an open space plan for the area as well. Staff recommended identifying which pieces of open space are tied with which neighborhood so that isn't questioned later. The Planning Department gave the developer a checklist of things that need to be looked at.

Steve Maddox introduced his team and gave an overview including a little history of the project. He reviewed some of the needs of the community and proposals for best usage. He believes they have remedied many of the problems brought up by Planning Commissioner Sandra Steele. They have spoken with Alpine School District. They would be in need of a middle school around 2018. They may also be in need of another Elementary School. They have also talked to the LDS Church (SLR) and they have asked for a church building for every 400 roof tops. They have agreed to that request. They have also been approached by a charter school for some land in the area. They would like to have flex density to be able to accommodate the requests. They would begin along Pony Express and work north. It will be contiguous with Talus Ridge on the east side. Talus Ridge should be completed in 2016 next to where they plan to start this project. They propose to leave much of the area as Native and work with the land. They will identify the petroglyphs and find a mode of preserving those.

Councilwoman Baertsch noted someone they work with. A representative of this historical preservation group was present that would like to speak with them about it.

Councilman Poduska noted an area west of them that has worked with petroglyphs as well.

Steve Maddox advised that they are adjacent to Eagle Mountain. They are trying to find the best use for everything. They plan on going from a condominium product that is attached unit 10-plexes to ½ acre lots. There will be a lot of larger estate lots. Edge Homes will probably not build on those but go to custom home builders. They came up with a point system that they propose to use.

Craig Magelby with LEI reviewed a packet that was handed out to the City Council. This packet went over their proposed community plan. It includes plans for utilities, land planning, updates to the Master Development Agreement, theming, and landscaping. They will have about 235 acres of open space including a large community park.

Councilwoman Baertsch asked about the powerline corridor for connectivity with trails and who owns it.

Craig Magelby advised that it is owned by Edge Homes and Rocky Mountain Power. The west side is Edge Homes and the east side is primarily Rocky Mountain Power. They are working on getting easements to be able to cross over the portions not owned by the developer.

Councilwoman Baertsch would like to have rural native trails in this area.

54 Steve Maddox advised that there will be a combination of groomed trails and native trails.
55 Craig reviewed the land use map. There are five villages included in the community plan. Within each
56 village there are different neighborhoods. Those neighborhoods are categorized by being single family,
57 multi-family, or single/multi-family. They tried to project out for 10-20 years and they set their density to
58 give them flexibility accordingly.
59 Councilwoman Baertsch noted some unease because of proposition 6. We need to look at percentages of
60 housing types. We need to make it trackable for staff. They don't want to allow them to go from single
61 family back into multi-family because of the laws the residents put on the books.
62 Craig Magelby advised that the different phases would be a little ways into the future. Village 1 is specific to
63 single family homes and multi-family. The extension of Talus Ridge will be single family homes. The
64 flexibility to move between single family and multi-family homes wouldn't need to be for a few years.
65 Mark Christensen noted which phase was which on the map. Yellow is Village 1, light blue is Village 4, and
66 dark blue is Village 2. The roadway is the spine of the project. The higher densities are tucked behind the
67 hill, the topography has been taken into account. It is kind of similar to what is by Mountain View
68 Corridor and the back of Harvest Hills.
69 Craig Magelby advised that they looked at viewpoints from Redwood Road and figure out what could be
70 seen from there. They don't want the high density to be front and center taking the ridgeline. They
71 looked at the density planning along with the topography.
72 Councilman Poduska asked if there was a density difference between the Villages.
73 Craig Magelby said Village 4 has the lowest density. Village 3 has the highest density. There could be a set
74 density per neighborhood that has a blend, flexible to transfer within neighborhoods.
75 Councilman McOmber said it makes sense where the densities are. He thinks the 17.72 units per acre in
76 Village 3 is too high. It is by the road and he would like to see that reduced.
77 Steve Maddox said before they pull first building they will have invested about 7.5 million dollars in water,
78 sewer, and storm drain. In addition to that they will have paid 3.5 million for the road. One of the only
79 ways they can get reimbursed is through building permits. They have a product that is very pleasing in
80 about 22-25 units per acre in other areas of Utah, Herriman specifically. It has been well accepted in
81 those other communities. The area of Saratoga Springs they are building in was originally planned to be
82 commercially zoned. They are trying to marry the ideas and try to get out of the ground as soon as
83 possible. They are right across from an area of Eagle Mountain that is denser.
84 Councilman McOmber understands but we need to help the public understand. We may need pictures of the
85 product in Herriman to let residents see what to expect. He suggested that they may be able to make the
86 densities a little more even at around 11 units to the acre throughout the project rather than having 6 units
87 to the acre in one spot and 17 in another.
88 Steve Maddox advised that they were trying to keep the view-scape from Redwood Road pristine. They
89 created a natural barrier and tried to force densities in areas that are less visible from Redwood Road.
90 Consolidation seemed to be easier rather than taking away the green space.
91 Councilman McOmber thought that they may be able to take some of the 17 and put it into the lower areas.
92 Councilwoman Baertsch advised that there are recent multi-family developments that they approved but they
93 were able to show that overall they are under the threshold that was put forth in proposition 6.
94 Steve Maddox pointed out that they are at 4.11 units to the overall acreage.
95 Councilman McOmber thinks that the overall density is great, but they need to show that to the residents.
96 Chris Porter mentioned previously there was more commercial in the master development agreement. He
97 would be willing to explore putting more commercial in. He knows they aren't a commercial developer
98 but with the amount of homes going in they will probably want more things close to home.
99 Mark Christensen noted that there is commercially zoned property off of SR73 that has a different owner and
100 is north-east of this project.
101 Steve Maddox mentioned that people want to congregate in commercial areas. They have made the area by
102 Pony Express Neighborhood Commercial. The area on SR73 would be the appropriate spot for more
103 commercial.
104 Craig Magelby gave the Council an example of a pedestrian underpass. The intent is to get people across the
105 Boulevard. The connection of the open space is right at the saddle of the hills.

106 Steve Maddox mentioned the tabulation and point system. They want to make the area a walkable
107 community. They don't want to clear the snow in the winter. They would like to let people snow shoe
108 and cross country ski in the area. If the point system is different than what the Council would like to see
109 they would like to discuss that. They have the most control over what they will do with the open space.
110 Councilman McOmber pointed out that Pickle Ball is a popular sport right now. Pools are in high demand as
111 well. He also likes the number of club houses in the project. He is a bigger fan of having a few big parks
112 and not so many little pocket parks. Having fewer parks with nice playgrounds and a lot of space brings
113 the community together because people congregate at the park.
114 Craig Magelby reviewed the open space plan and showed what areas are designated right now.
115 Councilman Poduska noted that being able to preserve beauty is important. He asked if setbacks had been
116 worked out.
117 Councilman Willden thinks that with all the open space and sensitive lands it would look open and not so
118 dense. He noted they should look at feathering things. He also thinks they need to retain the zoning
119 around existing houses because of the expectations they had when they built their homes.
120 Councilwoman Baertsch loves the trails and connectivity. She would like to see them make some areas not in
121 an HOA. She likes Mount Saratoga as the name. Talus at Saratoga Springs gets confusing with Saratoga
122 Springs Development. Typically the name following "at" is the main subdivision name so Talus at
123 Saratoga Springs makes it sound like they are a part of the Saratoga Springs Development. She believes
124 the ERU at 4.11 needs to include commercial, which should be a separate ERU. They are higher than
125 4.11 if the commercial area is included. They need to work with church and school ERU's and make sure
126 those are equivalent in exchanges. She thanked him for working with the point system. It gave the City
127 good insight on what works, and what doesn't.
128 Councilman Porter agreed that anywhere they can get away with not having an HOA that should be done.
129 One of the driving factors that they bought in Talus Ridge was that they didn't have an HOA. He would
130 also like to see Village 5 have the higher density closer to the road that is going in to keep it away from
131 the existing homes.
132 Councilwoman Baertsch pointed out that there are 5 acre home lots in that area so the high density needs to
133 be pushed away from those homes.
134 Chris Porter thinks that the open space is going to be a great amenity and he thinks they should be available
135 to the whole city and not private HOA.
136 Councilman McOmber likes HOA's. He is concerned that if they have pools and club houses that are
137 available for some, but not all, there will be bad neighbors. Those that live in the areas that wouldn't be
138 able to use the amenities will sneak in. It was a big concern for the neighbors next to Legacy Farms. This
139 is going to be a great product and he likes the Mount Saratoga Name as well. He also likes Talus at
140 Mount Saratoga.
141 Mayor Miller thinks this project looks exciting. He likes Mount Saratoga as well. They have done great in
142 the process and the City appreciates the feedback the developer has given them.
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City of Saratoga Springs
Planning Commission Meeting
July 28, 2016

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

Minutes

Present:

Commission Members: Kirk Wilkins, Sandra Steele, David Funk, Ken Kilgore, Troy Cunningham, Brandon MacKay

Staff: Kimber Gabryszak, Planning Director; Mark Christensen, City Manager; Sarah Carroll, Senior Planner; Kevin Thurman, City Attorney; Gordon Miner, City Engineer; Nicolette Fike, Deputy Recorder

Others: Steve Maddox, Melanie Jex, Amanda Yates, Jayden Yates, Christine Finlinson, Patricia Pikus, Lee Pikus, Curtis Levitt, Brandon Watson, Greg Magleby, Lisa Swearingen, Vaughn Barrett, Caral Barratt, Greg Larson, Garner Oleson, Kelsey Dean, Koren Ashknazi, Clark Layman, Jen Morrison

Excused: Hayden Williamson

1. Public Hearing: Rezone from R-3 to Planned Community, General Plan Amendment from Low Density Residential to Planned Community, Community Plan, and Master Development Agreement for Mount Saratoga, located approximately 1200-1900 West, between Pony Express Parkway and SR73, Edge Homes Applicant.

Senior Planner Carroll presented the plans. The application covers approximately 688 acres and proposes residential and commercial development and large amounts of open space. Density is based on the overall project area minus the commercial acreage which results in 2,553 units within 680.43 acres and equates to 3.75 units per acre. The applicant is requesting a waiver to the 20' buffer strip in some locations. The applicant is proposing that the City own and maintain 205 acres of open space, including a trail and park network that will be installed by the developer. The applicant will be required to install a water tank. There are some slopes they are requesting to be cut and filled. Sarah reviewed sensitive lands and hillside standards, proposed design guidelines, and architectural standards.

Applicant Steve Maddox mentioned that they have tried to employ as much labor in the front end and to understand the land and not just doing something one dimensional. The infrastructure is their biggest stumbling block as the highest point in the City. They have tried to go above what is asked by the City to enhance the community. The exceptions they have asked for are not cost saving but will make things efficient and be able to build on the hillsides. They have tried to implement their expertise along with their engineer and City staff. They are asking for setbacks based on livability and design, not because they are trying to make additional units. They have taken over 6 projects in the city that became dysfunctional during the recession. This is one they have been able to take more of a raw canvas on. They feel their 11 miles of trails will be a tremendous asset to the community. They are trying to make it harmonious with the natural surroundings and have connectivity. They have some commercial along Pony Express; they do not have a user for that yet. They will start in the south and move north and want to be able to connect thru Talus Ridge Blvd. the first year.

Public Hearing Open by Chairman Kirk Wilkins

Koren Ashknazi commented that they are a rural neighborhood, and she noted their Sage Hills area doesn't have city infrastructure and they were annexed without their say to the City. They are happy to have the new neighbors but she is concerned about a connector road through Sage Hill. The cul-de-sac today is all broken because of the trucks serving Edge Homes. She is concerned about all the traffic through there. She would like to keep their area private with their 5 acres. The City hasn't given them utilities and wants to keep it rural but if they want to develop the connector then the city should give them sidewalks and lights and things.

Lisa Swearingen is a realtor for century 21. She supports this development. Everything Edge Homes has done has been well done. There is a lot of demand for these houses. She feels it brings many tax dollars to the City.

Melanie Jex is excited for all the trail development and welcomes the new homes. Her concern is for the added traffic on 800 West that feeds to Talus Ridge Blvd. She would like for a plan to be in place for a turn lane to be striped in and out of Sunrise Meadows for the increased traffic.

Amanda Yates likes the plan and welcomes the growth but is concerned for their road on Sage Hill with the road not being able to support the infrastructure and traffic. Also the road is used for exercise a lot. She is concerned with how many high density units there are planned and having them attract higher crime.

Commissioner Wilkins commented that they would try to answer all the questions after public comment.

Jen Morrison, resident of Eagle Mountain, was concerned about possible connectors to Eagle Mountain. (Senior Planner Carroll responded they tried but were not allowed to connect to Eagle Mountain.) She wanted to know what the buffer was between this and their retention pond. She wanted to know where the multifamily housing was planned and if it would affect their traffic. She would like to see a preservation plan for sensitive resources in the development.

Lee Pikus has owned 5 acres in the Sage Hills area. He wants to know what happens if the water can't get in place, and if it would be a well or piped. He is concerned about the connection to the existing cul-de-sac and that road won't be able to handle the traffic that goes through that road. He asked who would improve that road so that it could connect. Why do they need so many rentals instead of single family homes, it costs more to the police for the problems.

Christine Finlinson noted the many changes they have seen in the city since they built. She would like to urge them to change the zoning and amend the general plan and master plan, the plans that were in existence when Saratoga was adopted are no longer appropriate for the growth we see here. When they were annexed into the City they weren't given many options, they have tried to be good citizens with the City and have worked with them for roads and things. What they are asking now is to encourage them to allow Edge Homes to go forward with their development because they would also like to have the same option to develop in the future, they are not at that point yet.

Vaughn Barrett lives in the Sage Hills area, that directly borders this development on the west. He hopes they will try to hold the line on high density, he understands there is a need but it is a slippery slope, which is his primary concern. He is concerned about water; Sage Hills has been slow to develop because of the difficulty of getting water. They were told years ago that they were in the wrong pressure zone (3) for culinary water, those west of them share that pressure designation. It's an opportunity to mesh and provide water to future development in this area. For years they enjoyed access on their western boundary as a gentleman's agreement, they request somehow that access be maintained to the western boundary of their property. He understands this is a phased plan and they have time to consider and adjust a little bit.

Greg Larsen echoed the concern about increased traffic on 800 W. especially during school season. He noted it would be good if there was some land reserved for a school and noted the overcrowding this will make in the existing school. He was concerned also about water availability and about traffic on Sage Hills. Either the access needs to change or the existing roads need to be improved greatly. He also thinks that people will want to buy homes to live and stay and they don't need so much high

density. The high density will cripple the School without working with the school district. He asked if someone could go over the open space plan a little more.

Clark Layman is concerned about the added homes around his blocking views and crowding. He is concerned about the water and where it will be coming from. He is concerned about the high density housing. He has been in many different types of cities and one common thing is that crime usually finds its way into those types of communities, especially with rentals.

Public Hearing Closed by Chairman Kirk Wilkins

Steve Maddox addressed some of the public questions. He noted Water is their number one concern also. They have met with the Central Utah Water Conservancy District. They will pump water into a million gallon tank and in addition do a second pond which will support the zone. The infrastructure the City is committed to is well beyond capacity for 15 years of growth.

He noted the density is equivalent to what they have done at Talus Ridge. He believes the low income they refer to are the children of his generation that need to afford housing. They have created pockets of HOA open space to control people's idea of a well-groomed lawn and maintenance and longevity to increase value and livability. He doesn't build apartments for rent. He feels it will be a community to allow people to both start and retire here. The Open space is a hybrid of groomed areas, amenities, and natural space. They feel they have planned not just what is best for this community but the whole City. They have been in communication with the school district and the LDS church. There are not specific sites identified for churches yet, the church will choose their own places later. The district has already identified where they want a school and what type of school.

Steve Maddox addressed the traffic and striping on 800, they feel they can work with City to procure that. The connection on Sage is not a request of Edge homes, but of the City for connectivity. They are in support of staff's recommendation, it is many years out and they can look at connectivity for all services. They would hope people can ride trails in Nov. They hope the amenity package encourages people to get outside. They want to be harmonious and not destroy what is there. He isn't aware of another project that will have this large amount of open space. Clustering will allow for preserving some of that.

Steve Maddox commented that they are trying to protect some of the natural features of the area. There was a buffer of about 180 feet from the border to an Eagle Mountain residence. He is not building for-rent product. He noted they are building this product in many communities and it is about a 40% empty nester ratio in their products. Seniors that want to be a part of the community, but not care for a yard.

Senior Planner Carroll addressed the question of developing the connectivity to Sage Hills. They will require a traffic study and will review the loading on the road and see what improvements are required on that road. The Code does require interconnection for many reasons. There is the main road that leads out to 73 from Sage Hills and at that time they will review traffic and see what impact that has on adjacent roads. It is an old County Road that is being maintained by the City. She pointed out a footprint area for a future Elementary School.

Senior Planner Carroll noted areas for the tanks and ponds, higher in elevation than the homes. She noted the trail intended to maintain access to the power line corridor. The access road would stay. The improved trail would lend to a variety of interests like the equestrian center nearby.

Senior Planner Carroll spoke further to open space; she noted the manicured lots, darker green on the map, with amenities. Lighter green was native with trails. The darker lines are trail system. The developer will improve roads in their project traffic studies will decide if things need to be done outside the development.

City Manager Christensen feels many comments were very appropriate; right now the Sage Hills area is treated more like a rural area, it is on wells and septic systems, connection with Mt Saratoga would allow us to build infrastructure which would be available to service that area in concept. It will be Central Utah Water and will require booster stations and pumps. It will become a stronger overall system as more capital projects are added to provide a more consistent service for the City. With this application we will have access to an elevation that will allow them to build the infrastructure for the zone 3 area. It would not be connected across SR 73 on different elevations. He noted it would be able to upsize the pond servicing

Sunrise Meadows. It will be addressed at the various phases of this project. The plan they have will address those problems. In order to repair the old Sage Hills road it could need a complete rebuild. It is currently on the Road Maintenance Plan based on an engineer's estimate.

City Manager Christensen touched on speaking with the school district; he has met with them several times in the last few weeks. We are actively working with them on growth issues and they are looking in the site for a future school.

City Manager Christensen addressed the question of crime and high density. If you look at the theory of development the lower densities have a higher economic cost, around 5-6 units per acre the density actually is more of a break even. Will high density equal crime? The answer is greater population equals crime; that is the better indicator. The fear of rental units is what people ascribe to crime, where this project is owner occupied it is not necessarily the factor. From a large standpoint we have seen crime increase in the City as we have seen the population increase. It's not necessarily occurring in high density areas.

City Engineer Miner commented that they will have to bring infrastructure, right now we can't service water with what we have now, and that is why they are bringing it. It will bring it not only for their development; it will have the opportunity to help other developments.

Commissioner Steele noted when you talk about the cul-de-sac and only servicing a few lots, with the connectivity there would be more traffic so that may move it up to be fixed. She thanked the public for coming. It seems counterintuitive, but the City becomes better infrastructure wise with added improvements. Development does benefit everybody. It's good to see designs that meet our code. She asked how wide the alleyways were. Brandon Watson with Edge Homes noted the alleyways were 20-24' wide banded by apron of some sort about 2 feet. Commissioner Steele was concerned with alleyways less than 24 feet. There will be garage door openers. On page 52 of the plan she is concerned about the color scheme and floor plan mixing. Steve Maddox noted there was a redundancy built into it so they are not allowed to replicate within 3 homes of each other. They self-regulate that as a matter of good business. Commissioner Steele mentioned that this developer has done things before we asked and beyond what has been asked and she is confident they will do it in the manner they say they will do it.

Commissioner Kilgore asked about percentages required for proposition 6, they didn't seem to add up correctly. Senior Planner Carroll remarked that he was correct that they added to over 100% but that was the exact wording of the proposition. Planning Director Gabryszak noted it requires no less than 73% to be single family. Of the other ranges you can have up to those numbers. We don't have any single story town homes; there are a handful of duplexes. We are still well within the guidelines regardless of the category. Commissioner Kilgore asked about the culinary water for outdoor uses. City Engineer Miner noted it was temporary. As the development and infrastructure comes online the secondary would become permanent. Steve Maddox commented they are targeting 500ish units to make sure the pond is in place ahead of time. He explained that the flex was to allow for building whichever type unit what was more needed, but it has a cap on the amount of units. Commissioner Kilgore asked what kind of tax impact it would be to take over the 205 acres. City Manager Christensen said they budget a few thousand per manicured acre, much of this is trails which is cheaper to maintain and less water. Similar area around the benches has proved to be successful. It is a City Council decision to make if they accept it. Commissioner Kilgore asked if the engineer and fire chief were ok with filling and cutting the slopes. City Engineer Miner replied that it can be done. City Manager Christensen said there are engineering standards they are required to meet. Commissioner Kilgore mentioned lighting was not mentioned in the plan. Senior Planner Carroll replied as it stands they are subject to our Code. He also mentioned that there was nothing about ADU's, which would then also be subject to City Code. Commissioner Kilgore noted they were asking for waiver on some of the borders and if staff had any issues. Senior Planner Carroll replied in those locations there wasn't a concern.

Commissioner MacKay asked about the concession on the 205 acres. Senior Planner Carroll replied that every home pays a park impact fee. Because the developer is installing the amenities and improved areas

they are asking they not pay that credit for each building permit. It would have to be discussed further; there are some state law criteria. City Manager Christensen mentioned that a lot of open space may not qualify, it may require amendments, but some others that would qualify for park credit. We try to find a balance what is proposed meets the intent of our Master Plan. Commissioner MacKay asked what amenities they have for disabled or elderly. Steve Maddox noted that many of the buyers they have coming are an older demographic. Everything they do will be ADA compliant. Each Village will be part of independent HOA's, individual pods would be HOA controlled with the accessible items and tot lots and things.

Commissioner Cunningham commented about Utah Rock coming in to help with preservation, whatever method they do he is hoping for some sort of markers to explain about native features. Steve Maddox welcomed any input he may have for preservation.

Commissioner Funk thanked the community for their comments. He also shares some of their concerns. He thanked the developer for their plans and wasn't sure we could get another developer that would go to the lengths they did and develop the plans like they did. He suggested to the residents of Sage Hills, if they truly wanted to be rezoned that they request that of the City. He knows that the City doesn't always do things as fast as the citizens want them to. He knows the City is strapped on time and money. One thing he didn't hear was about people that head up that way with 4 wheelers and what impact that would have on them or on the developer. It may be something they want to look into. Talus Ridge Dev. has caused a large amount of increased traffic on 800 W. and it's already being impacted and he isn't sure if the City has looked it or not yet but they may want to look at it for restriping. He is very pleased with what they are doing; he is a little concerned about some of the slight changes from our normal code. One is the 18 foot setback of the garage rather than the 20 feet, the covered vs. the enclosed parking, should probably be allowed, question on the buffer zone waiver on the east side. Senior Planner Carroll responded that the Community Plan Zone allows it and specifically requires the applicant to request a waiver.

Commissioner Wilkins asked about impact fees, what the decision hinges on and what the City leans toward. City Manager Christensen noted it is up to City Council. Things we want to look at are if we need to amend our parks master plan to include trails and things. Commissioner Wilkins is concerned about the 18' driveways as well especially with larger vehicles. With the parking he is ok with that. He is ok with the waiver on the buffer on the east side.

Commissioner Steele would ask if they vote tonight if they could separate the Master Development Agreement out. Planning Director Gabryszak noted they have worked to make sure the relevant code changes are in the Community Plan not the Master Development Agreement, they can break them up. Senior Planner Carroll noted the Master Development Agreement solidifies everything they have gone over tonight with legal language. The attorneys are still working on some fine details. There is a condition that it is in draft format and still needs finalized and they can forward the draft to City Council. If it was postponed it would postpone the project considerably. City Manager Christensen noted that conditions of the rezone are tied up in it; if they table it will prevent them for taking action on the rezone. Commissioner Kilgore noted he had reviewed it and it appeared to have been based on the previous Master Development Agreement that was approved. He asked the applicant what he thought about the new amenity point system. Steve Maddox thinks it's fantastic, transparent and fair.

Motion made by Commissioner Funk that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Rezone and General Plan Amendment, from Low Density Residential (R-3) to Planned Community for the MT Saratoga project, as identified in the Community Plan, with the findings and conditions in the staff report. Seconded by Commissioner Cunningham. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 6 - 0.

Motion made by Commissioner Steele that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Community Plan for the MT Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report. Seconded by Commissioner Funk. Aye: Sandra Steele, David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 6 - 0.

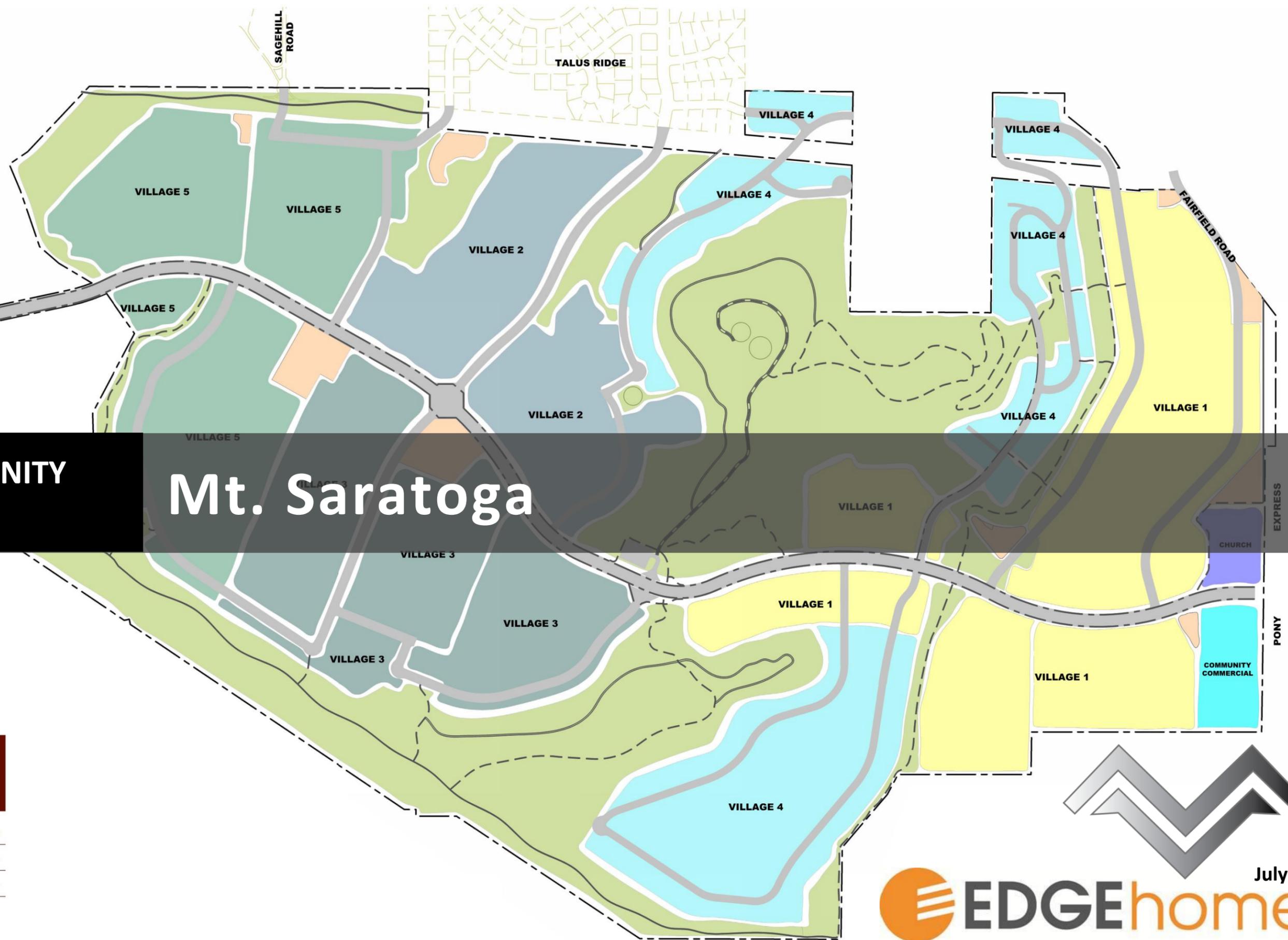
Motion made by Commissioner Funk that Based upon the information and discussion tonight, I move to forward a recommendation for approval of the Master Development Agreement for the MT Saratoga project, as identified in the Community Plan, with the Findings and Conditions in the staff report. Seconded by Commissioner Kilgore. Aye: David Funk, Kirk Wilkins, Ken Kilgore, Troy Cunningham, Brandon MacKay. Motion passed 5 - 0. Abstain: Sandra Steele.

Commissioner Steele would like the record to show she abstained due to not having enough time to review the document.

DRAFT

COMMUNITY PLAN

Mt. Saratoga



ENGINEERS
SURVEYORS
PLANNERS



 **EDGE**homes

July 2016

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PREFACE

The following Community Plan document addresses the proposed improvements as they pertain to the Mt. Saratoga development located in Saratoga Springs, Utah. The property and the proposed improvements for the development by Edge Homes are discussed in detail and follow the requirements set forth within the Community Plan requirements of the City Code of Saratoga Springs. The purpose of the document is to inform the City (Staff, Planning Commission, and City Council) and Public of the proposed general design elements, open space plans, guiding design principles and land uses for the Mt. Saratoga project. In addition, utility capacities based on conceptual plans, will outline the methods used to anticipate the demands and service requirements necessary to provide adequate utility service and infrastructure for both the residences within the development and the City. The Master Development Agreement (MDA) as reviewed by the City of Saratoga Springs is included for reference. The lettered exhibits shown in this Community Plan document duplicate and use the same exhibit nomenclature as the MDA. The numbered exhibits are only associated with the Community Plan.



Exterior Home Example

EXECUTIVE SUMMARY

Mt. Saratoga is an approximate 688 acre master planned community located between Pony Express Parkway and State Route 73 along the western boundary of Saratoga Springs with Eagle Mountain. This community plan is an extension of the existing Edge Homes development of Talus Ridge to the east. With this existing project, Edge Homes has a vested interest in the continued quality and success of this area of Saratoga Springs.

The project is ideally situated to promote an active outdoor lifestyle through the preservation and improvement of the existing hillsides and other natural features. The unique aspects of the property provide an opportunity to develop an appealing and distinctive development. These unique aspects include:

- **View.** The proposed park and open space has a 360 degree view of Utah Lake and the surrounding mountains.
- **Topography.** The topography of the site not only allows for distinctive views, but also creates a source of interest and character to the development.
- **Open Space.** The community plan includes over 234 acres of open space with amenities, trails, natural areas and sports facilities. The open space is the focal and connecting feature of the development.
- **Connectivity.** Mt. Saratoga Boulevard will provide a main connection between Pony Express Parkway and SR-73. This allows traffic to be directed to major transportation corridors.



Talus Ridge Model Home



Talus Ridge Model Home Interior Example

- **Housing Product.** The community will contain a variety of housing products including single family, two-family, three-family, townhomes and condominiums.
- **Infrastructure Improvements.** In addition to providing the necessary utilities for the development, Mt. Saratoga is the prime location for culinary and secondary water infrastructure to service portions of the existing City.
- **Commercial, Educational and Religious Facilities.** Mt. Saratoga will incorporate commercial pads, educational and religious facilities as the market demands.

The proposed Community Plan incorporates the following units and approximate acreages:

- 687.93 Total Acres
 - 445.45 Acres Residential/Civic Uses
 - 7.50 Acres Community Commercial
 - 234.98 Acres Open Space Proposed (34.2%)
 - 148.70 Acres Native Open Space (21.6%)
 - 29.73 Acres Improved Open Space (4.3%)
 - 11.88 Acres Within Multi-Family (1.8%)
 - 44.67 Acres in Storm Basins and Sensitive Lands (6.5%)
- 205 Acre Community Park within the Overall Open Space
- Over 11 Miles of Trails
- 2,553 Total Units

LEGAL DESCRIPTION

- 3.75 Units per Acre (680.43 Net Acres Residential/Civic)

LEGAL DESCRIPTION

Mt. Saratoga contains approximately 688 acres of property. The project has been broken into three parcels, separated by the Rocky Mountain Power corridor. Please see Appendix A for a copy of the ALTA survey performed for the property. The parcel metes and bounds legal description is as follows:

PARCEL A

A portion of Sections 16 and 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at the Northeast Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N88°57'29"W along the Section Line 243.91 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 2662.71 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 913.66 feet to the west line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence along said real property the following two (2) courses: S0°25'08"W 881.29 feet; thence S89°34'01"E 842.75 feet to the westerly line of the Utah Power & Light Company property as defined by survey; thence S5°03'00"W along said westerly line 929.06 feet to the south line of the Utah Power & Light Company property as defined by survey; thence along said south line northeasterly along the arc of a 544.00 foot radius non-tangent curve to the left (radius bears: N25°29'07"W) 8.46 feet through a central angle of 0°53'29" (chord: N64°04'08"E 8.46 feet) to the east line of that real property described in Deed Entry No. 4952:2006; thence S0°00'18"E along said real property 253.32 feet to the centerline of Fairfield Road; thence S52°38'12"W along said centerline 988.76 feet to the south line of said Section 21; thence N89°50'39"W along the Section Line 815.95 feet; thence N0°18'01"E 66.00 feet; thence N89°50'39"W 445.51 feet; thence N89°09'33"W 1337.07 feet; thence N0°00'38"E 1438.30 feet; thence N89°09'33"W 265.00 feet; thence N0°00'38"E 830.99 feet; thence N61°54'36"W 141.52 feet; thence N49°30'57"W 433.45 feet to the Quarter Section Line; thence N89°11'06"W along the Quarter Section Line 574.34 feet to the West 1/4 Corner of said Section 21; thence N0°12'36"E along the Section Line 1259.34 feet to the southerly line of that real property described in Deed Entry No. 83615:2009; thence along said real property the following two (2) courses: N33°39'41"E 1378.72 feet; thence N0°00'19"W 252.99 feet to the North Line of said Section 21; thence S89°00'57"E along the Section Line 41.52 feet to the west line of that real property described in Deed Entry No. 13804:2006; thence N0°15'47"E along said real property 73.56 feet to the northerly line of the Utah Power & Light Company easement as described in Deed Entry No. 4633:1970 and defined by survey; thence N33°57'27"E along said northerly line 2065.85 feet to the intersection with that real property described in Deed Entry No. 24119:2008; thence along said real property the following three (3) courses: N78°02'41"E 32.97 feet; thence N11°49'36"W 32.01 feet; thence N33°57'27"E 814.01 feet to the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 235.19 feet to the Quarter Section Line; thence S0°23'05"W along the Quarter Section Line 651.34 feet to the northerly line of that real property described in Deed Entry No. 822:2006; thence along said real property the following seventeen (17) courses: N65°39'53"E 283.43 feet; thence N88°24'59"E 355.06 feet; thence S62°03'18"E 559.95 feet; thence N54°53'34"E 305.11 feet; thence

N23°32'32"W 24.369 feet; thence northwesterly along the arc of a 1050.64 foot radius non-tangent curve to the right (radius bears: N66°29'51"E) 208.68 feet through a central angle of 11°22'48" (chord: N17°48'45"W 208.33 feet); thence N12°07'21"W 544.62 feet; thence N57°07'21"W 141.74 feet to a point also being on the southerly right-of-way line of Highway 73; thence N78°12'20"E along said right-of-way line 294.77 feet; thence S32°52'39"W 139.36 feet; thence S12°07'21"E 544.62 feet; thence along the arc of a 954.64 foot radius curve to the left 156.00 feet through a central angle of 9°21'45" (chord: S16°48'14"E 155.82 feet); thence N30°49'00"E 240.09 feet; thence N40°46'27"E 158.96 feet; thence N71°01'41"E 369.74 feet; thence N67°13'11"E 178.58 feet; thence S34°08'41"E 138.69 feet; thence S46°39'59"E 560.70 feet to the East Line of Section 16, T5S, R1W, SLB&M; thence S0°21'55"W along the Section Line 2124.85 feet to the point of beginning.

Contains: ±677.51 Acres

PARCEL B

A portion of the Southeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located S0°23'19"W along the Section Line 872.14 feet from the East 1/4 Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence S0°23'19"W along the Section Line 451.38 feet; thence N89°30'51"W 126.94 feet; thence S38°52'48"W 335.80 feet; thence S57°12'50"W 153.95 feet to the easterly line of the Utah Power & Light Company property as defined by survey; thence N5°03'00"E along said easterly line 801.20 feet to the south line of that real property described in Deed Entry No. 25092:2013 in the Official Records of the Utah County Recorder; thence S89°34'01"E along said real property 399.68 feet to the point of beginning.

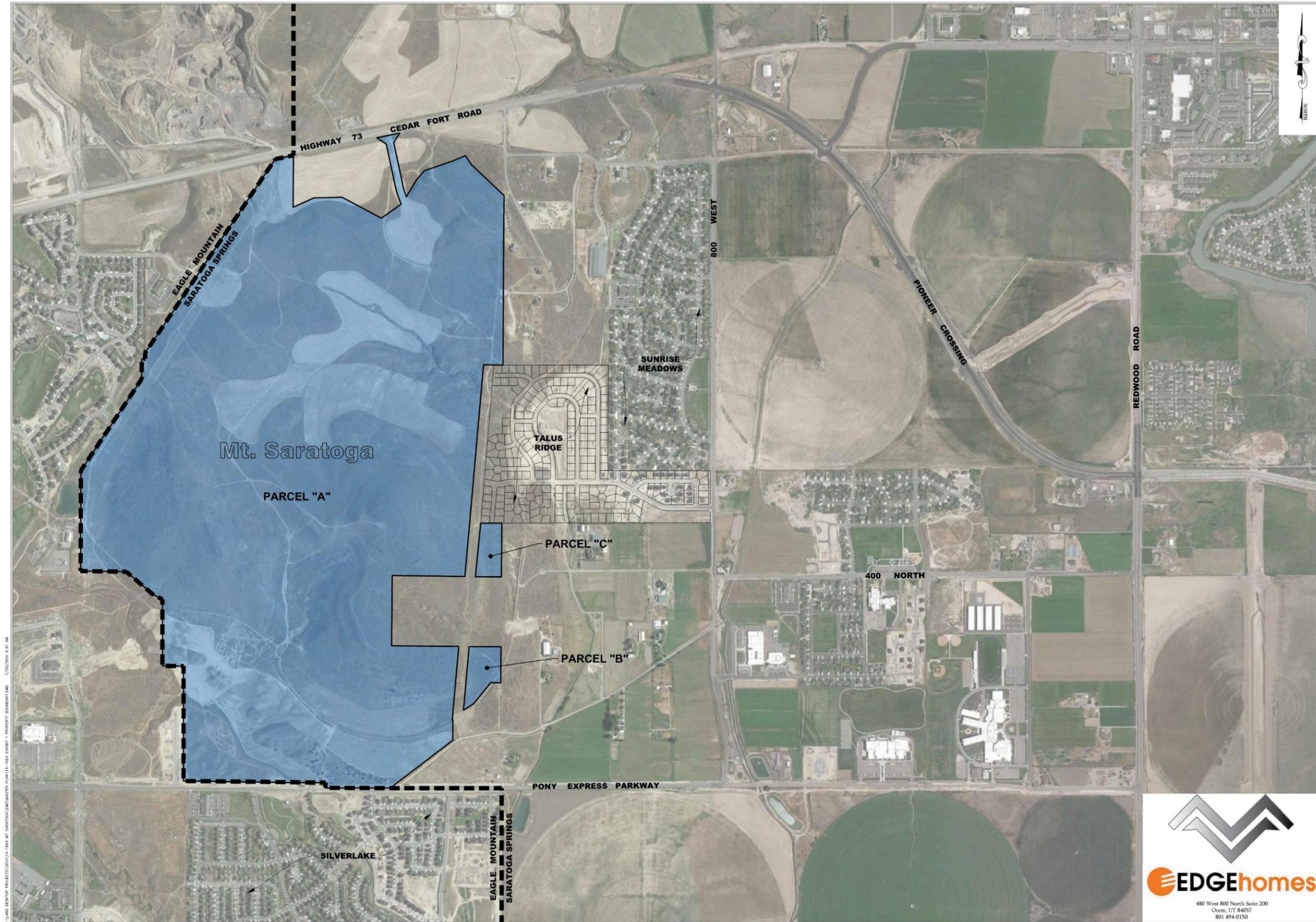
Contains: ±5.75 Acres

PARCEL C

A portion of the Northeast Quarter of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at the East Quarter Corner of Section 21, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence N89°11'23"W 328.41 feet to the easterly line of the Utah Power & Light Company property; thence N5°03'00"E along said easterly line 675.13 feet; thence N89°53'35"E 273.94 feet to the Section Line; thence S0°25'18"W along the Section Line 677.69 feet to the point of beginning.

Contains: ±4.67 Acres



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Mt. Saratoga

EXHIBIT 1 - PROPERTY BOUNDARY



REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	

LEI PROJECT #:
2014-1664
 DRAWN BY:
TJP
 CHECKED BY:
GDM
 SCALE:
N.T.S.
 DATE:
7/20/2016

EXHIBIT
1



480 West 800 North Suite 200
 Orem, UT 84057
 801.494-0150

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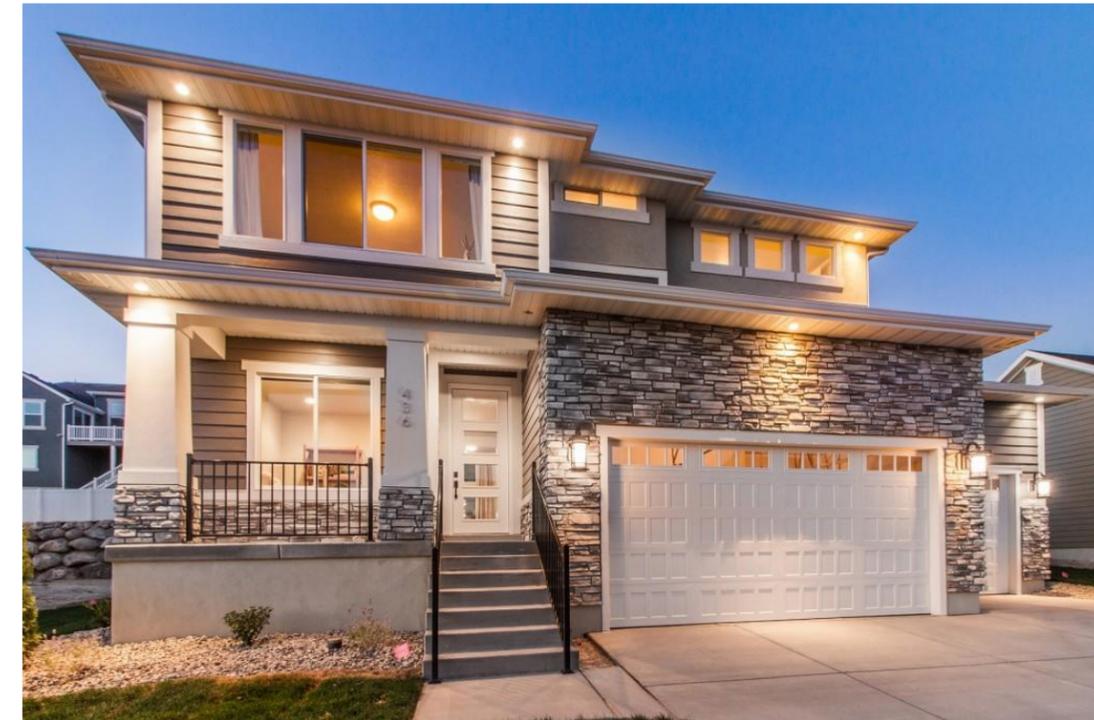
USE MAP AND BUILDOUT ALLOCATION

The following Use Map, Exhibit B, depicts the proposed land uses and the conceptual intensity of 3.75 units per acre as proposed for Mt. Saratoga. The project is broken down into five (5) different Villages based on potential development patterns and the progressive construction of infrastructure improvements. The land use tabulations and color coding is broken down into the following categories:

- **Community Commercial.** This area is located along the frontage of Pony Express Parkway to the west of the proposed Mt. Saratoga Boulevard. Anticipated uses within the commercial area include those currently allowed, whether permitted or conditional, within the pending Community Commercial (CC) Zone.
- **Church and Civic Use.** An integral part of a master plan development and walkable community is the integration of civic uses such as churches and schools. While the overall site will be accommodating to churches of all faith, the predominant need for church sites will likely be LDS. The plan depicts one specific LDS site at the entrance to the development from Pony Express Parkway which is an ideal use for the prominent corner. Additional LDS sites, up to five (5), will be located throughout the site as each Village is finalized.
- **Single Family Units.** This area is characterized by detached, traditional single family housing products. Examples of the character, quality and finishes are depicted within this document. The single family areas of development have been set based on the proximity and visual impact from existing development within Saratoga Springs. It is the intention to provide a variety of lot and product sizing within the project in order to produce a diverse and sustainable community.
- **Flex Residential Neighborhoods.** Flex Residential Neighborhoods incorporate single family units, as well as two-family and three-family dwelling units. These neighborhoods must contain a minimum of fifty percent (50%) single family units. The use of two and three-family dwellings is consistent with the General Plan and may be utilized within these neighborhoods. Details regarding locations of product design will be provided within the individual Village Plans.



Townhome Example



Single Family Housing Example

- **Multi-Family Units (four or more attached units).** The location of multi-family neighborhoods has been based on their proximity to amenities, major transportation corridors and suitable topography. Particular care is also placed on locating these neighborhoods in areas that are not highly visible from existing development within Saratoga Springs. Examples of the character, quality and finishes are depicted within this document.
- **Open Space.** The overall site contains over 234 acres (34.2%) of open space with a vast majority incorporated into a connected community park with trails, amenities and improvements. Please see the Open Space section of this document for further information.
- **Storm Basins.** In conjunction with a preliminary storm drainage study, proposed storm basin sites have been identified. It is intended that the basins will be integrated into the overall grading and open space uses where possible. The final location, grading and size of these improvements will be completed during the subdivision phase of each Village.

The individual Village information is based on the following land use intensities:

- Two (2) Equivalent Residential Units (ERUs) per commercial acre have been used for planning purposes. Final commercial ERU's will be determined at the time of building permit application.
- Two (2) ERUs per LDS church site. If a LDS Stake Center is anticipated with a Village Plan, three (3) ERUs will be allocated.
- 4.11 persons per residential ERU has been used for estimating projected populations.
- Four (4) full-time employees per commercial acre is used for conceptual planning purposes. As the potential commercial uses are further defined within the Village Plans, these employee numbers may be updated.

USE MAP AND BUILDOUT ALLOCATION

The following five (5) Village's and their associated ERU and acreage are as follows:

- VILLAGE 1 – Quailhill at Mt. Saratoga**

This Village is the initial phase and will set the tone for all remaining Villages. Quailhill will contain three distinct products of single family lots of varying size, townhomes and condominiums. An improvement with this Village includes a large portion of Mt. Saratoga Boulevard which is the main transportation spine of the overall development. The Boulevard will span from Pony Express Parkway and terminate at the first roundabout.

Community Commercial Use:	8 Ac (4%)	15 ERUs (1%)
Church Use:	4 Ac (2%)	2 ERUs (1%)
Single Family Residential Units:	94 Ac (48%)	462 ERUs (59%)
Flex Residential Units:	10 Ac (5%)	50 ERUs (6%)
Multi-Family Units:	10 Ac (5%)	261 ERUs (33%)
Open Space:	69 Ac (36%)	
Projected Population:	3,177 Persons	
Projected Employment:	30 Equivalent Full Time Jobs	

- VILLAGE 2 – Talus at Mt. Saratoga**

This Village is a natural extension of the existing Talus Ridge development and will contain comparable lot sizing and product. In addition, open space will be expanded and integrated between the two developments.

Single Family Units:	63 Ac (70%)	192 ERUs (100%)
Open Space:	27 Ac (30%)	
Projected Population:	789 Persons	

- VILLAGE 3 – Highridge at Mt. Saratoga**

Highridge is located at the convergence of the transportation corridors and centered within all the project open space amenities. The topography of the site produces a natural bowl area which is obscured from view from other properties within Saratoga Springs. These unique aspects make this area ideal for more intense density land uses.

Flex Residential Units:	52 Ac (45%)	353 ERUs (48%)
Multi-Family Units:	27 Ac (24%)	385 ERUs (52%)
Open Space:	36 Ac (31%)	
Projected Population:	3,033 Persons	



Townhome Interior Example



Condominium Exterior Example

USE MAP AND BUILDOUT ALLOCATION

- VILLAGE 4 – Overlook at Mt. Saratoga**

Overlook contains the largest of the single family lots within the project. The lots are a prominent feature of the development and will provide the best views from the development and are integrated into the open space areas. The lots have been located to maximize the unique characteristics of the area while still providing an adequate buildable pad.

Single Family Residential Units:	96 Ac (60%)	242 ERUs (100%)
Open Space:	65 Ac (40%)	
Projected Populations:	995 Persons	

- VILLAGE 5 – Ridgehorne at Mt. Saratoga**

Ridgehorne, the final Village, is located at the far north of the project and is the transition to the more intensive uses which will be located along SR-73. Higher density is ideal in this location due to the ease of access to major transportation routes and the proximity to the regional trail networks along the power corridors. There is a community commercial area located adjacent to this Village and SR-73.

Single Family Residential Units:	24 Ac (20%)	92 ERUs (15%)
Flex Residential Units:	40 Ac (33%)	166 ERUs (27%)
Multi-Family Units:	19 Ac (16%)	350 ERUs (58%)
Open Space:	38 Ac (31%)	
Projected Population:	2,499 Persons	



Townhome Exterior Example



Condominium Exterior Example



Single Family Housing Example

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Mt. Saratoga
 EXHIBIT 2 - USE MAP

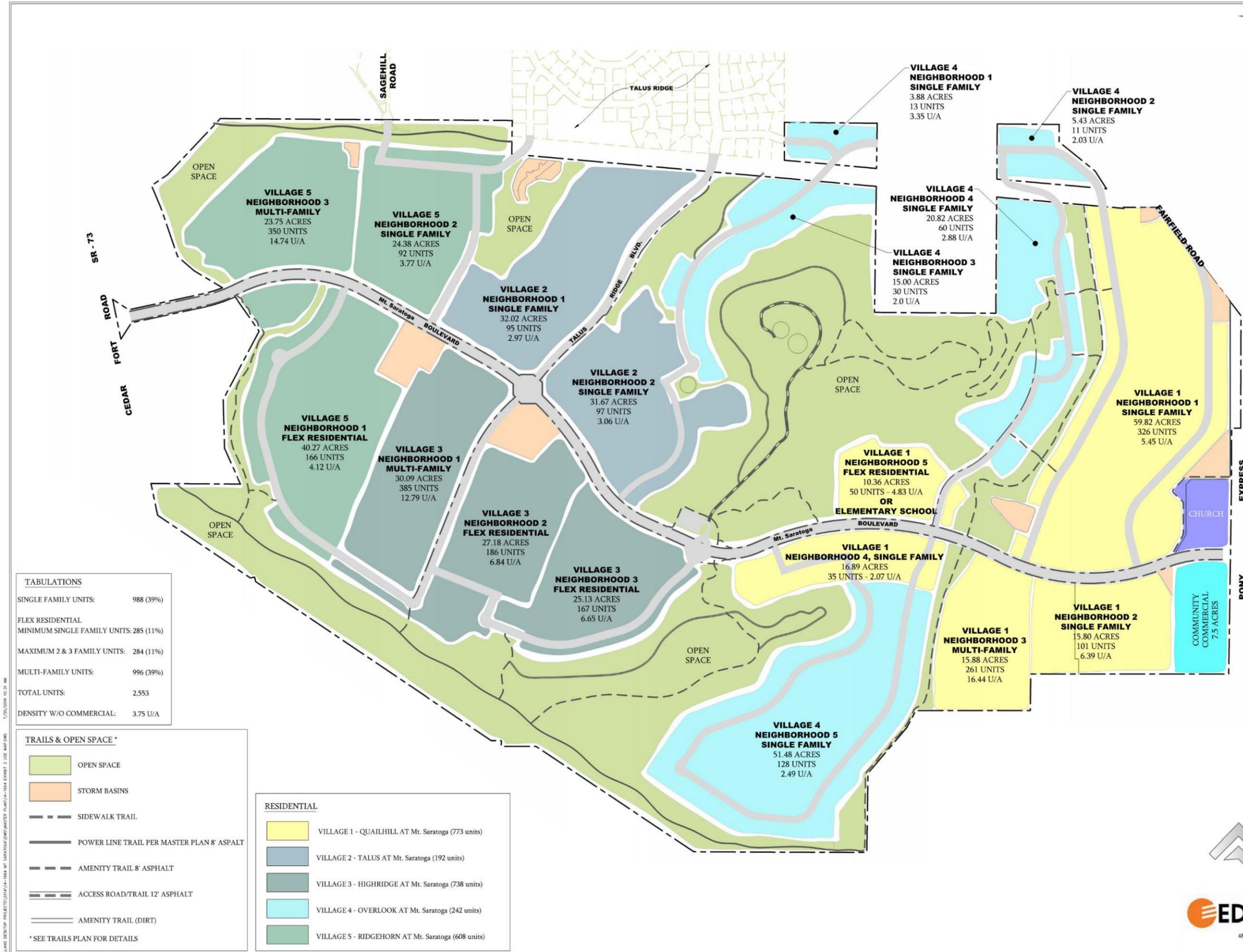


REVISIONS	
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LEI PROJECT #:
2014-1664
 DRAWN BY:
TJP
 CHECKED BY:
GDM
 SCALE:
N.T.S.
 DATE:
7/20/2016

EXHIBIT
2

480 West 800 North Suite 200
 Orem, UT 84057
 801-494-0150



TABULATIONS

SINGLE FAMILY UNITS:	988 (39%)
FLEX RESIDENTIAL	
MINIMUM SINGLE FAMILY UNITS:	285 (11%)
MAXIMUM 2 & 3 FAMILY UNITS:	284 (11%)
MULTI-FAMILY UNITS:	996 (39%)
TOTAL UNITS:	2,553
DENSITY W/O COMMERCIAL:	3.75 U/A

TRAILS & OPEN SPACE *

	OPEN SPACE
	STORM BASINS
	SIDEWALK TRAIL
	POWER LINE TRAIL PER MASTER PLAN 8' ASPALT
	AMENITY TRAIL 8' ASPHALT
	ACCESS ROAD/TRAIL 12' ASPHALT
	AMENITY TRAIL (DIRT)

* SEE TRAILS PLAN FOR DETAILS

RESIDENTIAL

	VILLAGE 1 - QUAILHILL AT Mt. Saratoga (773 units)
	VILLAGE 2 - TALUS AT Mt. Saratoga (192 units)
	VILLAGE 3 - HIGHRIDGE AT Mt. Saratoga (738 units)
	VILLAGE 4 - OVERLOOK AT Mt. Saratoga (242 units)
	VILLAGE 5 - RIDGEHORN AT Mt. Saratoga (608 units)

OPEN SPACE PLAN

Integration of open space and the use of the natural topography of the site have been key elements in the design process of Mt. Saratoga. The ridgeline contained within the project provides an ideal combination of recreation opportunities, trails, views and connectivity while protecting the view corridor for the existing Saratoga Springs residents. The Open Space Master Plan depicts the results of this planning effort.

Improved parks and trails are well placed, designed, reach into, and become embraced by the native landscaping that strengthens the links between neighborhoods. Pedestrian wayfinding is introduced by subtle trail markers to provide a sense of safety, orientation and unity as users explore the massive open spaces that surround Mt. Saratoga. Fencing is important to assist in defining space that will be sensitively designed and placed to compliment the sites natural character.

Key elements of the Open Space Master Plan include the following:

- **Community Park.** The proposed community park boundary encompasses approximately 205 acres. The intent of this large area is to meet the requirements of a community park as outlined in the Saratoga Springs Parks, Recreation, Trails and Open Space Master Plan. The master plan lays out locations for community parks to service development areas within a one mile radius, but did not place a community park within service distance to Mt. Saratoga. Therefore, the proposed community park will meet the recreation level of service for the development. The Community Park will be completed in phases according to Exhibit 1, "Open Space Phasing." As areas of the Community Park are completed through the final plat and improvement process, they will be dedicated to Saratoga Springs for ownership and maintenance.
- **Amenities.** The open space requirement and associated proposed amenities are based on the Open Space Standards as contained within this document. These standards have been adopted from the draft ordinance proposal by the Saratoga Springs planning staff. The standards require the determination of an equivalent open space acreage based on proposed land uses. The land uses vary from fully improved open space with full access to unimproved sensitive lands. The equivalent open space is required to be above one acre per 40 residential units. The amenities are then determined based on a point system at a minimum of 50 points per required equivalent acre. Amenities are rated by category of improvement and point allowances. The Open Space Calculations tabulation shown herein follows this process and itemizes proposed amenities to be built within the community. These amenities are subject to the following:
 - The proposed amenities outlined within the Open Space Calculations are conceptual in nature and based on the current Land Use Plan. Modifications may be proposed with subsequent Village Plans based on decrease of density or open space design change. Any modifications must be equal or greater in points and based on the point system established within the Open Space standards.
 - Should any neighborhoods identified as multi-family within the land use plan be amended to single family lots, the open space and amenities associated with the multi-family neighborhood will be reduced proportionately to the number of multi-family units being converted to single family.
 - In no case shall the overall project open space be reduced below thirty percent (30%). In the event the Villages are improved out of order, a minimum cumulative thirty percent (30%) open space will be provided. The amenity packages for each phase will be improved with each Village as it develops.

- Based on the current land use plan of 2,553 units, the minimum amenities points as outlined with the open space calculations is 3,191.
- In order to provide a more diverse and amenity based development a total amenity points of 4,106 is to be completed based on the current Land Use Plan.
- The open space and amenity point tabulations may be amended proportionally with the reduction of units, enlargement of single family lots, or conversion of multi-family to single family.
- Additional equivalent acreage is limited to a maximum of fifty percent (50%) of required amenity points.
- In that Mt. Saratoga has significant and extraordinary infrastructure requirements which will be beneficial to the project and the City, acknowledgement of infrastructure costs will be factored into the timing requirements of open space and associated amenities.
- **Proportionate Open Space and Amenity Points.** It is the intent of each Village Plan to dedicate and improve a proportionate amount of the proposed open space at a minimum of thirty percent (30%) land mass. This method will insure a consistent level of service for all Villages within the development. See Exhibit 1 - "Open Space Phasing Plan" within the Open Space section of this document for further details and acreages. Amenity points are based on proposed ERU counts and will also be constructed proportionately. Please see the spreadsheet for the proposed amenities by Village.



Pedestrian Underpass Example

	# Units	Units / Ac	Required Acres
Required Open Space (Equivalent Acre)	2,553	40	63.8

Equivalent Open Space

Land Use	Multiplier	Actual Acres	Equivalent Acres
Unimproved, Not Sensitive Lands	0.15	-	-
Sensitive Lands - No Access	0.15	-	-
Sensitive Lands - Limited Access	0.45	30.3	13.6
Improvements of Existing City Owned OS	0.67	-	-
Detention Basin - Limited Access	0.67	14.4	9.6
Detention Basin - No Access	-	-	-
Partially Improved	0.75	148.7	111.5
Fully Improved with Limited Access (Within Multi-Family)	0.75	11.9	8.9
Fully Improved with Full Access	1.00	29.7	29.7

Total Open Space Acres	235		
Total Equivalent Open Space Acres			173.4
Required Amenity Points @ 50 per Equivalent Acre			3,191.3

Mt. Saratoga Open Space Calculations

Proposed Amenities

Item	Category	Points	Quantity	Total Points	Village 1		Village 2		Village 3		Village 4		Village 5	
					Quantity	Total Points	Quantity	Total Points	Quantity	Total Points	Quantity	Total Points	Quantity	Total Points
Swimming Pool (Multi-Family Areas)	A	137.5	2.0	275.0	0.0	0.0	0.0	0.0	1.0	137.5	0.0	0.0	1.0	137.5
Bathrooms (With Pavillion)	B	92.8	1.0	92.8	1.0	92.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pavillion, Extra Large	B	75.0	1.0	75.0	1.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Playground	C	26.0	6.0	156.0	2.0	52.0	0.0	0.0	1.0	26.0	1.0	26.0	2.0	52.0
Trail, Hard Surface (per 1,000')	D	20.6	52.6	1,084.2	21.4	440.0	5.2	106.6	7.0	144.2	9.0	185.4	10.1	208.0
Swing Set	D	12.5	6.0	75.0	2.0	25.0	0.0	0.0	1.0	12.5	1.0	12.5	2.0	25.0
Basketball - Half Court	D	8.3	3.0	24.9	0.0	0.0	0.0	0.0	2.0	16.6	0.0	0.0	1.0	8.3
Baseball Diamond - Little League	E	4.4	1.0	4.4	1.0	4.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Trail, Dirt (per 1,000')	E	1.5	6.8	10.3	2.0	2.9	1.7	2.5	1.8	2.7	1.4	2.1	0.0	0.0
Drinking Fountain	F	1.2	7.0	8.4	4.0	4.8	0.0	0.0	2.0	2.4	0.0	0.0	1.0	1.2
Table	F	0.8	20.0	16.0	6.0	4.8	2.0	1.6	6.0	4.8	2.0	1.6	4.0	3.2
Trash Can	F	0.7	30.0	21.0	9.0	6.3	3.0	2.1	8.0	5.6	3.0	2.1	7.0	4.9
Workout Station	F	0.5	6.0	3.0	3.0	1.5	0.0	0.0	1.0	0.5	1.0	0.5	1.0	0.5
Park Benches	F	0.4	30.0	12.0	9.0	3.6	3.0	1.2	8.0	3.2	3.0	1.2	7.0	2.8
BBQ Grills	F	0.3	10.0	3.0	3.0	0.9	1.0	0.3	3.0	0.9	1.0	0.3	2.0	0.6
Parking Spaces (Clubhouses & Main Park)	P	0.7	59.0	41.3	59.0	41.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Proposed Amenities Not Listed														
Pedestrian Underpass	A	150.0	1.0	150.0	1.0	150.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Clubhouses w/Pool	A	150.0	2.0	300.0	0.0	0.0	0.0	0.0	1.0	150.0	0.0	0.0	1.0	150.0
Clubhouses w/Gathering Area	A	75.0	1.0	75.0	1.0	75.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Frisbee Golf	B	50.0	1.0	50.0	0.0	0.0	1.0	50.0	0.0	0.0	0.0	0.0	0.0	0.0
Additional Equivalent Acreage (173.4-63.8) ¹	A	40.0	109.6	1,595.6	33.2	483.1	8.2	120.0	31.7	461.3	10.4	151.3	26.1	380.0
Dog Park	B	25.0	1.0	25.0	0.0	0.0	1.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0
Pickleball Court	D	8.3	1.0	8.3	0.0	0.0	1.0	8.3	0.0	0.0	0.0	0.0	0.0	0.0
Total Amenity Points				4,106.2		1,463.5		317.6		968.2		383.0		974.0
Notes:				ERU		773		192		738		242		608
1 - Additional equivalent acreage is limited to a maximum of 50% of required amenity points.				ERU (%)		30.3%		7.5%		28.9%		9.5%		23.8%
				Amenity Points Req. per Village		1,243.3		308.8		1,187.0		389.2		977.9
				Cumulative Amenity Points Required		1,243.3		1,552.1		2,739.1		3,128.3		4,106.2
				Cumulative Amenity Points Total		1,463.5		1,781.1		2,749.3		3,132.2		4,106.2

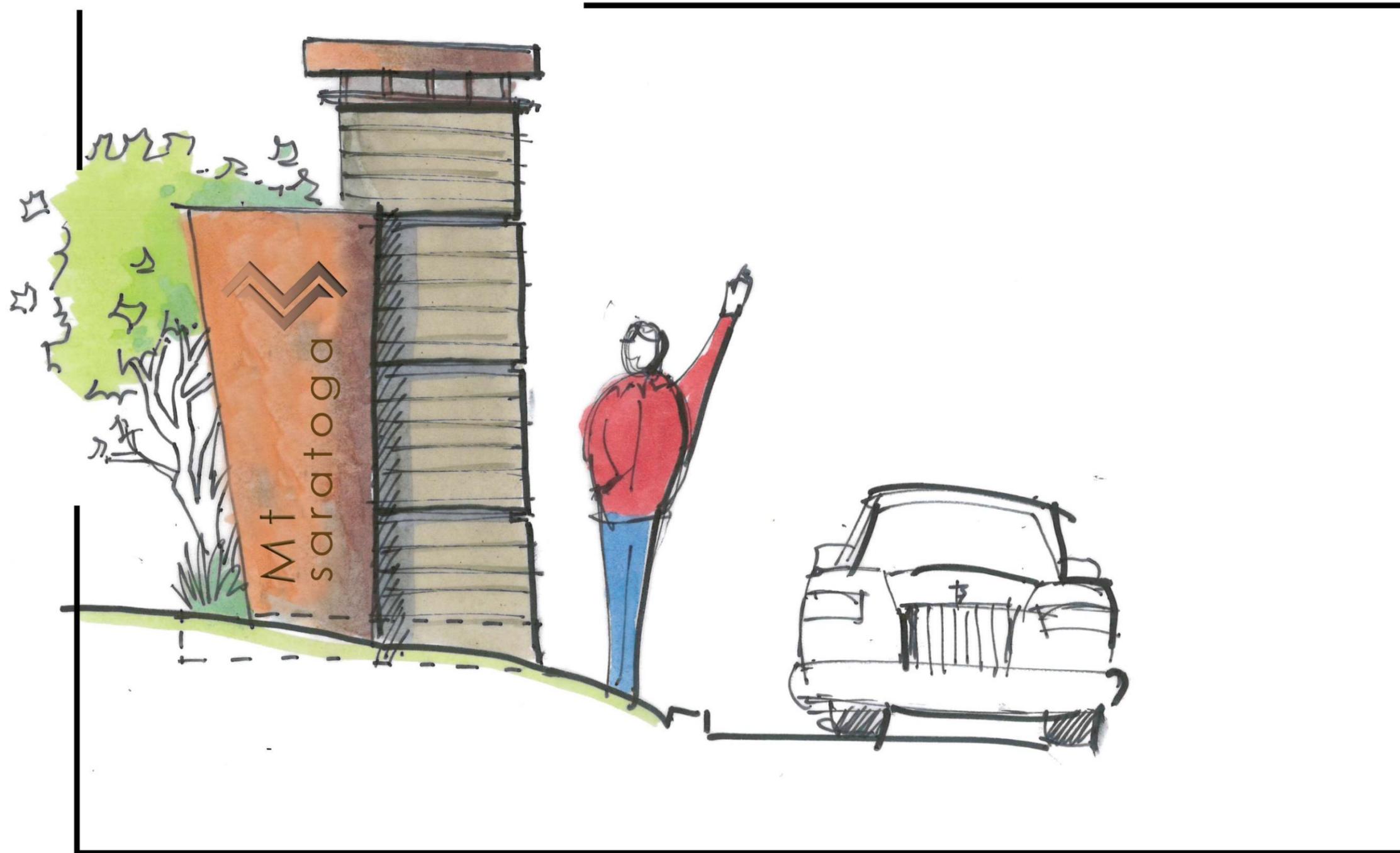
- **Talus Ridge Park Extension.** The existing Talus Ridge development to the east contains a 3.4 acre park which will be extended through Mt. Saratoga with an additional 7.9 acres of open space. This area contains one of the main drainages for the area and will be designed with detention basins and connection to the existing master plan storm drainage infrastructure installed in Talus Ridge.
- **Trails.** The project includes over 11 miles of trails as shown within Exhibit G-2, “Trails Plan.” This vast trail network includes:
 - **Powerline Corridor Trail.** The City’s master plan calls for trails along the power corridor at both the east and west borders of the project. These trails, at a total length of over 8,000 feet, will be generally through natural areas and connect improved park and open space areas.
 - **Amenity Trails.** Connections through the park and open space areas and between the powerline corridor trails will generally be provided by amenity trails. These trails will provide access along the ridgelines with multiple access points into the housing areas. The overall length of amenity trails is approximately 20,700 feet.
 - **Access Road / Trail.** A portion of the ridgeline trail will also serve as the access road to the culinary and secondary water infrastructure. This trail will be upsized to 12’ concrete in order to accommodate maintenance vehicles and will be about 2,400 feet in length.
 - **Sidewalk Trail.** In order to provide a more multi-purpose pedestrian and bike use of the main boulevards, the standard sidewalks have been upgraded to an 8’ concrete trail. The road cross sections have been adjusted accordingly and the length of trail is over 22,000 feet.
 - **Dirt Trails.** In addition to the hard surface trails along the ridgeline open space, graded natural surface trails are proposed to access areas of open space. These trails are also intended to accommodate mountain biking. The total proposed length is almost 6,000 feet.
- **Pedestrian Underpass.** The trails, parking area and major amenities culminate at the round-about located at the center of the community and along the ridgeline. In order to provide a safe crossing of the boulevard and connection of trail and amenities, a pedestrian underpass is proposed. The underpass will be designed with adequate visibility, lighting and safety elements. In addition, if an elementary school is located within Neighborhood 5 of Village 1, the pedestrian underpass will provide a safe crossing for the students. This underpass element will provide interaction between villages and access to community amenities.
- **Monumentation and Signage.** Community signage is deliberate and meant to reflect this site’s sense of place with materials that highlight the rustic environment and native open spaces while embracing the careful touch that Edge Homes has put on the land. Monumentation and signage will meet the sign requirements set forth in Title 19.18.07 of the City Code, except as outlined below:
 - **Entry Monumentation.** The primary entrance to Mt. Saratoga will be at the intersection of Pony Express Parkway and Mt. Saratoga Boulevard. A concept plan of the monumentation at this intersection is shown on Page 12 and 13. This concept entry monument features are not to scale and actual monuments will meet the sign requirements of the City Code, with a maximum signage height of 10 feet and an overall height limitation of 20 feet. This entry monument will set the theme of style and material use to be used throughout the development. Examples of use of material finishes and lettering are shown on Page 17. This monument will be owned and maintained by the Master Home Owners Association.

- Mt. Saratoga entry monuments may contain two balanced elements as shown in the conceptual plan on Page 13.
 - **Monument Feature.** Second tier monument features are proposed to be located at secondary entrances and key feature points. In particular, these monuments are planned for the north end of the development along Mt. Saratoga Boulevard, the project entrance from Talus Ridge and consistent features placed within the center island of the roundabouts along Mt. Saratoga Boulevard. The monument features, as shown in the following concept example, incorporate similar style and materials as the main entry monumentation. These monuments will be owned and maintained by the Master Home Owners Association.
 - **Signage.** Third tier features will be detailed at the Village plan stage of development. These features will create a specific sense of place on a Village basis and borrow elements and materials from the main monumentation theme of the overall development. Signage elements to be addressed include:
 - Individual Village Entry monuments.
 - Street signs.
 - Directional signage.
 - Collective mailbox façade.



Pedestrian Underpass Example

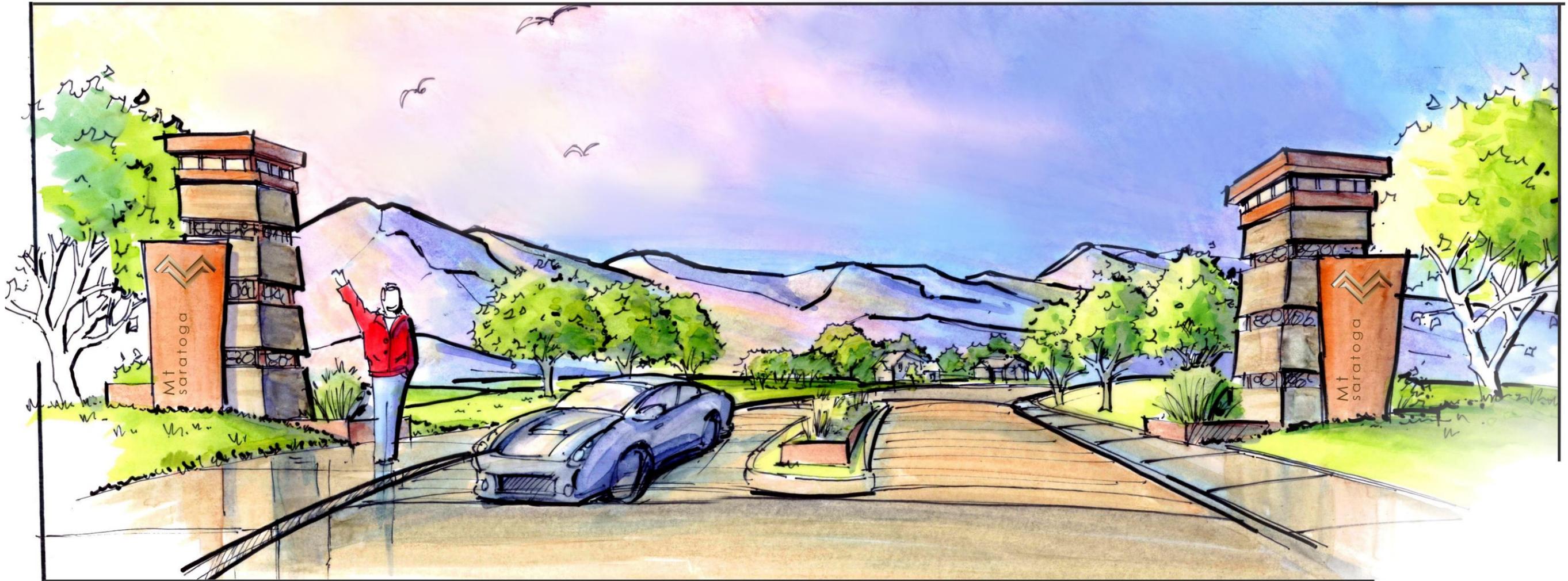
SECONDARY ENTRY MONUMENTATION



ENTRY MONUMENTATION FEATURE EXAMPLE



Mt. Saratoga Entry Monument Perspective



ENTRY MONUMENTATION EXAMPLE





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MT. Saratoga
EXHIBIT 3 - OPEN SPACE MASTER PLAN

- PROPOSED OPEN SPACE AMENITIES**
- A** SWIMMING POOL (MULTI-FAMILY AREAS)
 - B** BATHROOMS (WITH PAVILION)
 - C** PAVILION, EXTRA LARGE
 - D** PLAYGROUND
 - E** TRAIL, HARD SURFACE (PER 1,000')
 - F** SWING SET
 - G** BASKETBALL - HALF COURT
 - H** BASEBALL DIAMOND
 - I** TRAIL, DIRT (PER 1,000')
 - J** DRINKING FOUNTAIN
 - K** TABLE (distributed proportionally)
 - L** TRASH CAN (distributed proportionally)
 - M** WORKOUT STATION
 - N** PARK BENCHES (distributed proportionally)
 - O** BBQ GRILLS (distributed proportionally)
 - P** PARKING SPACES -MAIN PARK
- PROPOSED AMENITIES NOT LISTED**
- Q** PEDESTRIAN UNDERPASS
 - R** CLUBHOUSE - Large
 - S** CLUBHOUSE - Small
 - T** FRISBEE GOLF
 - U** ADDITIONAL OPEN SPACE AREA (173.4-63.8)
 - V** DOG PARK
 - W** PICKLEBALL COURT

- STORM BASINS**
- 1) STORM BASIN - 0.37 ac.
 - 2) STORM BASIN - 0.82 ac.
 - 3) STORM BASIN - 2.82 ac.
 - 4) STORM BASIN - 2.92 ac.
 - 5) REMOVED
 - 6) STORM BASIN - 0.95 ac.
 - 7) STORM BASIN - 1.32 ac.
 - 8) STORM BASIN - 0.72 ac.
 - 9) STORM BASIN - 0.29 ac.
 - 10) STORM BASIN - 0.41 ac.

LEGEND

	SINGLE FAMILY RESIDENTIAL		STORM BASINS
	MULTI-FAMILY RESIDENTIAL		SENSITIVE LANDS - 30% SLOPE / OTHER
	IMPROVED OPEN SPACE		PEDESTRIAN UNDERPASS
	NATIVE OPEN SPACE		

- MONUMENTS**
- ENTRANCE MONUMENTION
 - MONUMENT FEATURE

- TRAILS - see Trails Plan**
- POWERLINE CORRIDOR TRAIL
 - AMENITY TRAIL (8' ASPHALT)
 - ACCESS ROAD/TRAIL (12' ASPHALT)
 - SIDEWALK TRAIL (8' CONCRETE)
 - TRAIL (DIRT)

- COMMUNITY PARK BOUNDARY 206.67 ACRES (30.04%) Includes storm basins 5 & 6
- TALUS RIDGE PARK EXTENSION 7.88 ACRES (1.15%) Includes storm basin 2

NOTES

- THE FEATURES AND AMENITIES IN THIS EXHIBIT ARE CONCEPTUAL IN NATURE.
- EXISTING DRAINAGE WILL BE INCORPORATED INTO THE OVERALL OPEN SPACE PLAN AND IMPROVED ACCORDING TO CITY STANDARDS.

OPEN SPACE TABULATIONS

OVERALL AREA:	687.93 ACRES
OPEN SPACE REQUIRED:	206.38 ACRES (30%)
OPEN SPACE PROPOSED	
NATIVE:	148.70 ACRES (21.62%)
IMPROVED:	29.73 ACRES (4.32 %)
WITHIN MULTI-FAMILY:	
Village 1, Neighborhood 2:	2.54 acres
Village 1, Neighborhood 3:	1.53 acres
Village 3, Neighborhood 1:	1.98 acres
Village 3, Neighborhood 4:	1.03 acres
Village 5, Neighborhood 3:	3.26 acres
Village 5, Neighborhood 4:	1.54 acres
STORM BASINS:	14.37 ACRES (2.09%)
SENSITIVE LANDS:	30.30 ACRES (4.40%)
TOTAL:	234.98 ACRES (34.16%)

EDGEhomes

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 Orem, UT 84057
 801 494-0150

REVISIONS

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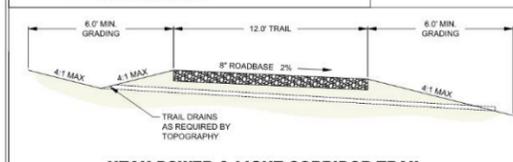
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2014-1664
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GDM
 SCALE:
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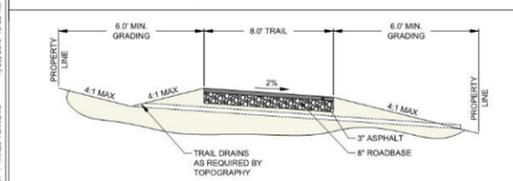
Mt. Saratoga
EXHIBIT 4 - TRAILS PLAN

- TRAILS - See Trails Plan**
- POWERLINE CORRIDOR TRAIL (12' ROAD BASE) - 8,032 lf.
 - AMENITY TRAIL (8' ASPHALT) - 21,622 lf.
 - ACCESS ROAD/TRAIL (12' ASPHALT) - 2,444 lf.
 - SIDEWALK TRAIL (8' CONCRETE) - 18,756 lf.
 - TRAIL (DIRT) - 5,941 lf.



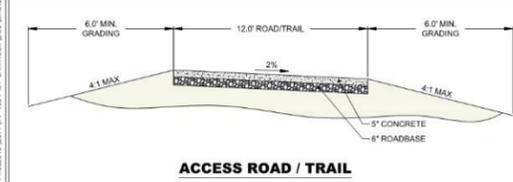
UTAH POWER & LIGHT CORRIDOR TRAIL

NOTES:
 1. 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
 2. REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
 3. WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



AMENITY TRAIL

NOTES:
 1. 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
 2. REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
 3. WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



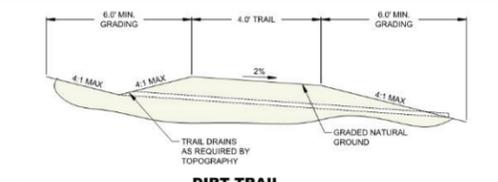
ACCESS ROAD / TRAIL

NOTES:
 1. 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
 2. REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
 3. WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



SIDEWALK TRAIL

NOTES:
 1. 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
 2. REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
 3. WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.



DIRT TRAIL

NOTES:
 1. 4H:1V MAXIMUM TO BE MAINTAINED WITHIN 6' OF EDGE OF TRAIL.
 2. REVEGETATE DISTURBED SLOPES ACCORDING TO CITY STANDARDS.
 3. WHERE TRAIL FOLLOWS CREST OF HILL NO DRAINAGE REQUIRED.

LEGEND

[Light Green Box]	SINGLE FAMILY RESIDENTIAL
[Orange Box]	MULTI-FAMILY RESIDENTIAL
[Dark Green Box]	IMPROVED OPEN SPACE
[Light Green Box]	NATIVE OPEN SPACE
[Blue Box]	STORM BASINS
[Blue Line]	PEDESTRIAN UNDERPASS

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LEGEND

[Light Green Box]	SINGLE FAMILY RESIDENTIAL
[Light Brown Box]	MULTI-FAMILY RESIDENTIAL
[Dark Green Box]	IMPROVED OPEN SPACE
[Light Green Box]	NATIVE OPEN SPACE
[Light Blue Box]	STORM BASINS
[Blue Line]	PEDESTRIAN UNDERPASS

OPEN SPACE PHASING TABULATIONS

VILLAGE	OVERALL AREA	REQUIRED OPEN SPACE	GENERAL OPEN SPACE	TOTAL
VILLAGE 1	201.17 ACRES	60.35 ACRES (30%)	65.02 ACRES	67.56 ACRES (33.58%)
	MULTI-FAMILY NEIGHBORHOOD 2 2.54 ACRES			
	CUMULATIVE OPEN SPACE: 94.84 ACRES (32.25%)			
VILLAGE 2	92.92 ACRES	27.88 ACRES (30%)	27.28 ACRES	27.28 (29.3%)
	MULTI-FAMILY NEIGHBORHOOD 1 1.98 ACRES			
	CUMULATIVE OPEN SPACE: 130.91 ACRES (32.77%)			
VILLAGE 3	110.07 ACRES	33.02 ACRES (30%)	33.06 ACRES	36.07 ACRES (32.77%)
	MULTI-FAMILY NEIGHBORHOOD 4 1.03 ACRES			
	CUMULATIVE OPEN SPACE: 130.91 ACRES (32.77%)			
VILLAGE 4	160.99 ACRES	48.30 ACRES (30%)	64.75 ACRES	64.75 ACRES (40.22%)
	MULTI-FAMILY NEIGHBORHOOD 3 3.26 ACRES			
	CUMULATIVE OPEN SPACE: 195.66 ACRES (34.62%)			
VILLAGE 5	122.78 ACRES	36.83 ACRES (30%)	34.52 ACRES	39.32 ACRES (32.02%)
	MULTI-FAMILY NEIGHBORHOOD 2 2.54 ACRES			
	CUMULATIVE OPEN SPACE: 234.98 ACRES (34.16%)			

TRAILS - See Trails Plan

[Dashed Line]	POWERLINE CORRIDOR TRAIL (12' ROAD BASE)
[Dotted Line]	AMENITY TRAIL (8' ASPHALT)
[Dash-dot Line]	ACCESS ROAD/TRAIL (12' ASPHALT)
[Solid Line]	SIDEWALK TRAIL (8' CONCRETE)
[Thin Solid Line]	TRAIL (DIRT)

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Mt. Saratoga
EXHIBIT 5 - OPEN SPACE PHASING

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EXHIBIT 5

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 801 494-0150

Entry Monumentation



A. Textured Concrete



B. Rammed/Layered Concrete



STEEL SIGNAGE/ACCENT OPTIONS

Stainless w Cut-Out



Stainless Letters on Blackened Steel



Corten Panel



Steel Gabion

A MONUMENT MATERIALS AND FINISHES

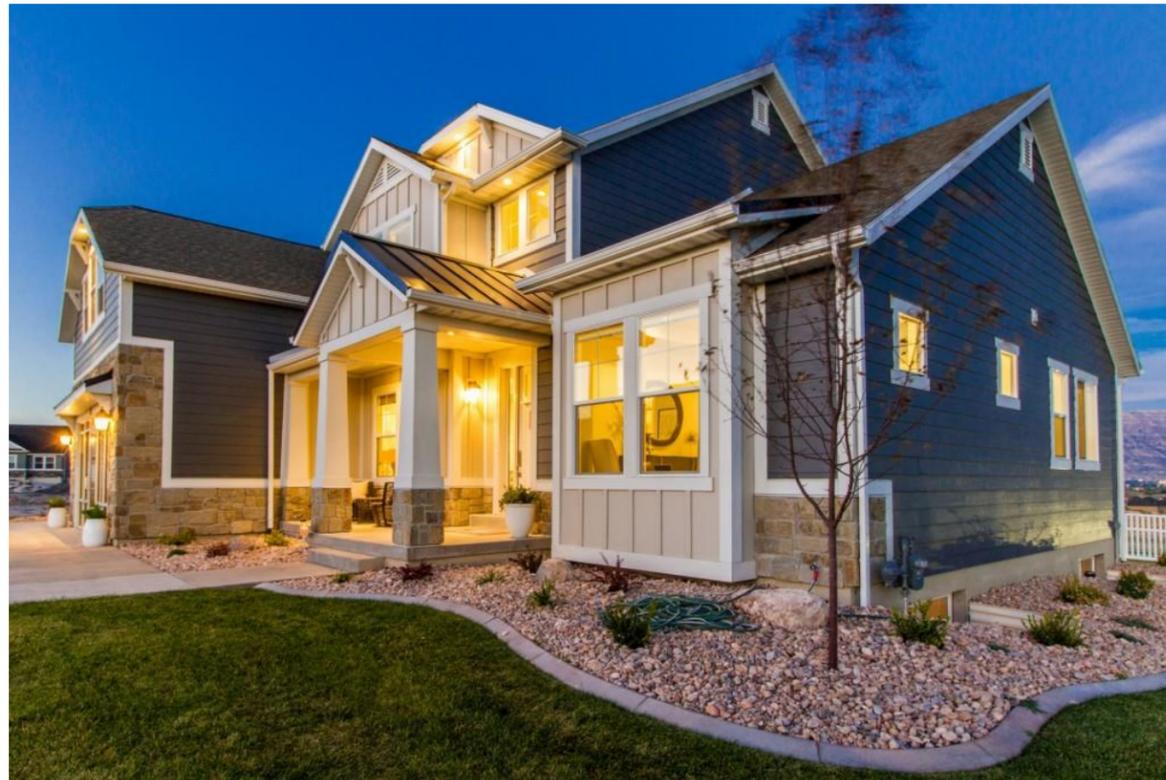
EDGE HOMES
Mt. Saratoga Entry

northland
DESIGN GROUP
Landscape Architecture + Land Planning

GUIDING PRINCIPLES

As the planning and vision of Mt. Saratoga has evolved over the last several years, several guiding principles have stayed consistent and have been the basis for this Community Plan. These principles are intended to produce a quality and livable community that is the showpiece of Edge Homes. Each of these guiding principles will be enhanced and explored further with each subsequent Village Plan:

- **Continued Quality.** Edge Homes has a vested interest in the development of this area of Saratoga Springs. With Mt. Saratoga, Edge Homes is continuing to build upon the quality that has been established in the adjacent subdivision of Talus Ridge. With a majority of the phases complete and housing construction on-going, Talus Ridge is a prime example of the quality, housing product and business practices of Edge Homes. This successful project was developed as a standard subdivision, but was intended to be the first step toward this overall master plan community. With this beginning, Edge Homes will continue the quality of development and expectations as demonstrated by Talus Ridge.
 - **Establishment of Standards.** In order to ensure this continued quality to the City, Covenants, Conditions and Restrictions (CC&Rs) will be submitted at each final plat approval. These CC&Rs are the basic template for more detailed and specific requirements that will be adopted with each Village Plan.



Talus Ridge Model Home



Talus Ridge Model Home

- **Livable Community.** While often overused, the term “livable community” is a main goal of Mt. Saratoga and is defined by Edge Homes to be a community that can be all inclusive for the housing, recreation, interaction, worship and education needs of an individual or family. In order to meet this goal, the community must emphasize product diversity, transportation connectivity, integration of open space and respect for the underlying land.
 - **Variety of Product.** Diversity of housing product can help produce a livable community. Mt. Saratoga will provide housing product to meet each life stage from young couples, families and retirement.
- **United Theme.** In order to distinguish Mt. Saratoga, an overall sense of place will be incorporated and utilize the Mt. Saratoga logo as distinguishing feature to be incorporated in street signage and monumentation. The logo integrates the “M” in Mt. Saratoga and silhouettes the Oquirrh Mountains in the background. These overall themes will be further detailed and enhanced in each Village plan. Theming is to incorporate the following attributes:
 - **Monumentation.** As discussed earlier in this document, monumentation will be consistent for the overall project and encompass the entry monuments and directional signage.
 - **Streetscapes.** As discussed with this document, streetscapes will be consistent throughout the development with the incorporation of street trees and landscape planter areas. Proposed street tree species will be coordinated with the City’s approved plant list to determine suitability and longevity for the site. Consistent fencing will be placed along both Mt. Saratoga Boulevard in a manner to blend with the natural surroundings while providing a degree of privacy to the adjacent residential backyards.

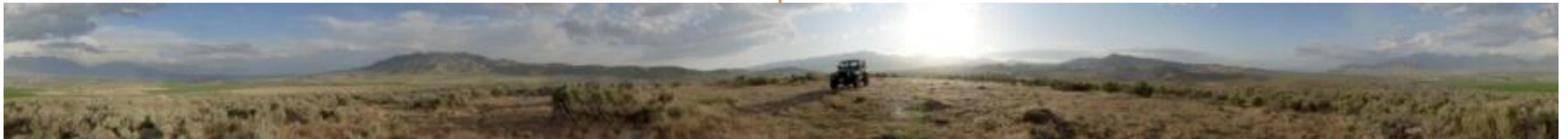
GUIDING PRINCIPLES

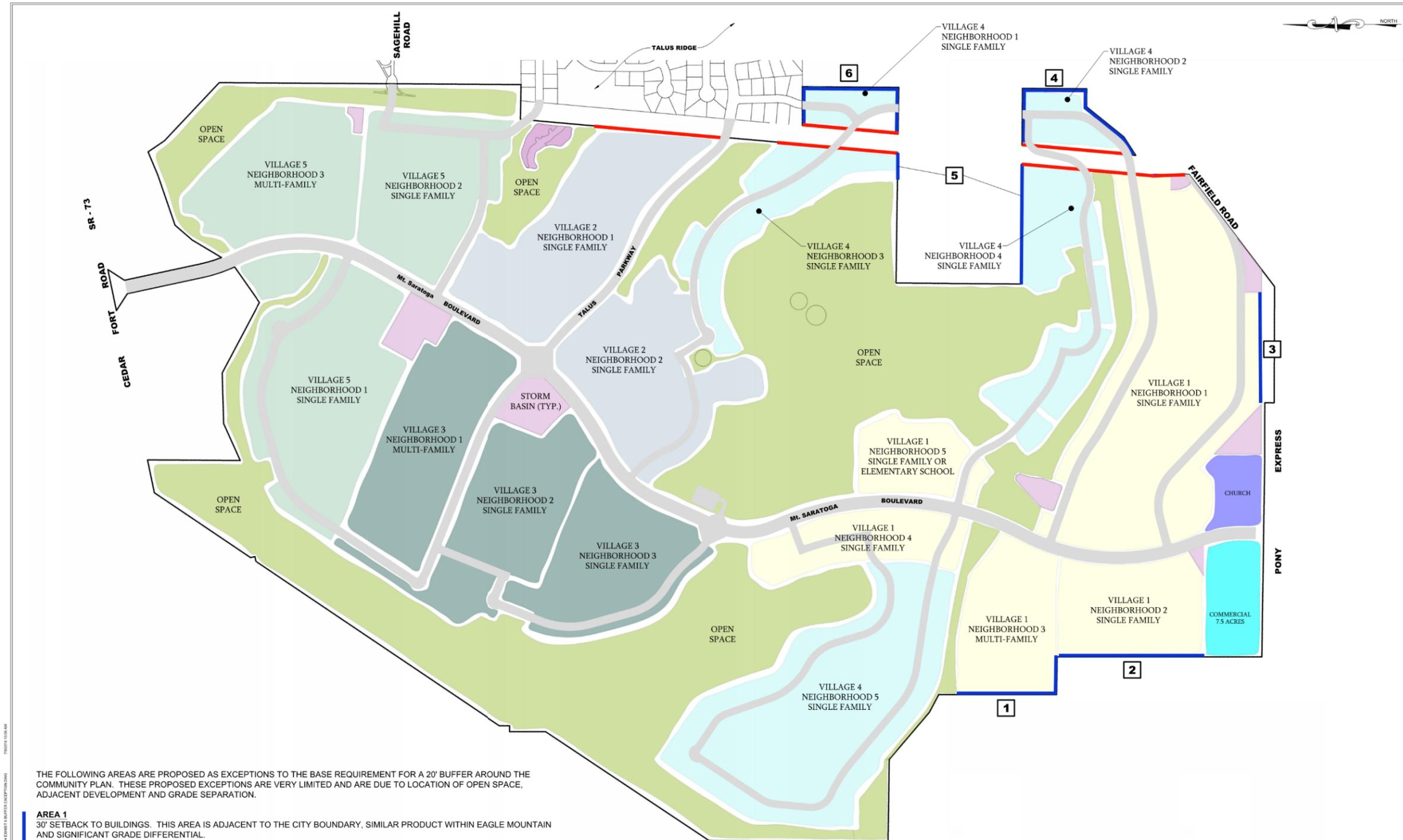
- **Minimize Impacts.** A variety of techniques have been incorporated within the Mt. Saratoga development to decrease the impacts on the surrounding area and adjacent neighbors to the project. This is accomplished through the use of topography, natural buffers, trail corridors and architecture. It should also be noted that Mt. Saratoga will enhance the neighboring properties by providing recreational opportunities, trail connectivity, transportation connectivity and utility infrastructure.
 - **Views.** The overwhelming physical attributes of the project are the unique topography and unparalleled views in all directions of the site. In order to preserve these attributes, the vast majority of the hillside and ridgelines have been used as open space and locations for community amenities. As development of subsequent village plans are considered, particular attention will be placed on grading, house placement and orientation to work with the existing topography and enable the individual homes to enjoy the natural view and access to open space. Detailed sight line studies will be presented with each Village Plan.
 - **Exterior Planned Community Buffer.** A vast majority of the community's exterior boundary borders on open space uses. Exceptions and their respective explanation are contained within Exhibit 2, "Buffer Exception Exhibit."
 - **Use of the Existing Topography.** Although challenging at times, the existing topography and sensitive lands within the Mt. Saratoga development can create a natural barrier that can be used to separate varieties in density between adjacent neighborhoods. Life at Mt. Saratoga provides a unique sense of place from its surrounding neighbors. Homes are sensitively sited against backdrops of preserved, native rolling hills and naturally occurring tucked in spaces. These are interconnected by the always present native open spaces found throughout the community melding together neighborhoods and people.
 - **Natural Buffers.** As described above, the use of the existing topography and preservation of the natural vegetation will provide a difference in elevation and land use between to different residential zones. The combination of the two natural buffer types provide a more preferred mitigation method rather than providing man-made buffers such as streets, fences, etc.
 - **Trail Corridors.** The east, west and south sides of Mt. Saratoga contain master plan trail corridors. In addition, the east and west corridors follow the Rocky Mountain Power powerlines which allow a minimum of 120 feet of space between adjacent uses.
 - **Architecture.** Homes that are highly visible from neighboring communities will be evaluated to provide 360 degree architecture in order to minimize the visual impacts.



Hillside Development Example, Rosecrest Model Home

- **Master Planning.** One of the most significant benefits of a community plan is the ability to master plan all aspects of the development from housing to utility serviceability. With master planning, the overall aspects of multiple parcels are taken into account rather than simply planning individual parcels. This allows efficiencies for not only the developer, but the City as well, through cohesive utility plans, consistency and patterned development phasing. The master planning for Mt. Saratoga, as demonstrated herein, has incorporated each utility, open space, pedestrian system and development standards.
 - **Public Benefit.** Mt. Saratoga is situated ideally to provide significant public benefit. Transportation connectivity is a major benefit that will be provided by the Mt. Saratoga Boulevard connection of Pony Express Parkway and SR-73. This connection will relieve traffic on 800 West, provide access to major retail and commercial centers of Saratoga Springs and also direct pass-through traffic to the major transportation corridors. The site also provides ideal sites for the installation of culinary and secondary water system improvements which will service not only the development, but significant areas of the City.





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MT. Saratoga
 SARATOGA SPRINGS, UTAH
 EXHIBIT 6 - BUFFER EXCEPTION

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THE FOLLOWING AREAS ARE PROPOSED AS EXCEPTIONS TO THE BASE REQUIREMENT FOR A 20' BUFFER AROUND THE COMMUNITY PLAN. THESE PROPOSED EXCEPTIONS ARE VERY LIMITED AND ARE DUE TO LOCATION OF OPEN SPACE, ADJACENT DEVELOPMENT AND GRADE SEPARATION.

- AREA 1**
 30' SETBACK TO BUILDINGS. THIS AREA IS ADJACENT TO THE CITY BOUNDARY, SIMILAR PRODUCT WITHIN EAGLE MOUNTAIN AND SIGNIFICANT GRADE DIFFERENTIAL.
- AREA 2**
 15' SETBACK TO HOUSES. THIS AREA IS ADJACENT TO THE CITY BOUNDARY, TOWNHOMES WITHIN EAGLE MOUNTAIN AND SIGNIFICANT GRADE SEPARATION.
- AREA 3**
 20' SETBACK FROM PONY EXPRESS RIGHT-OF-WAY TO HOUSES. THIS AREA ALREADY INCORPORATES SIGNIFICANT LANDSCAPE BUFFER WITHIN THE PROPOSED PONY EXPRESS WIDENING. THE LOTS ALSO HAVE A SIGNIFICANT GRADE CHANGE WHICH ALLOWS WALK-OUT BASEMENTS AND ADDITIONAL GRADING TO THE RIGHT-OF-WAY.
- AREA 4**
 THIS AREA IS ISOLATED AND A BUFFER WOULD HAVE NO POSITIVE IMPACT TO Mt. Saratoga OR ADJACENT FUTURE DEVELOPMENT. ADJACENT FUTURE DEVELOPMENTS ARE ANTICIPATED TO BE SIMILAR SINGLE FAMILY USES WITH NO TRANSITION NECESSARY.

AREA 5
 THESE AREAS ARE ADJACENT TO AN INTERNAL PROPERTY OWNED BY A DIFFERENT ENTITY. ANY FUTURE DEVELOPMENT OF THIS PARCEL WOULD BE SIMILAR IN NATURE AND SHOULD APPEAR TO BE SEAMLESSLY INCORPORATED, THEREFORE, A BUFFER IS NOT RECOMMENDED.

AREA 6
 THIS AREA IS ISOLATED AND A BUFFER WOULD HAVE NO POSITIVE IMPACT TO Mt. Saratoga OR ADJACENT FUTURE DEVELOPMENT. ADJACENT FUTURE DEVELOPMENTS ARE ANTICIPATED TO BE SIMILAR SINGLE FAMILY USES WITH NO TRANSITION NECESSARY.

THESE AREAS ARE TECHNICALLY BOUNDARIES, BUT ARE ADJACENT TO POWER CORRIDORS WHICH ARE MASTER PLANNED AS OPEN SPACE AND TRAILS. THEREFORE, NO BUFFER IS PROPOSED.

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- **Integrating Existing Features.** The project site has significant topographical relief that can either hinder or be integrated into the design. This Community Plan addresses the need for flexibility to reasonably design the development within hillside areas without compromising the fundamental services provided by the City. Please see the proposed hillside standards within this document.
- **Equivalent Residential Unit Transfer.** Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability in accordance with the guiding transfer provisions contained herein. Detailed transfer provisions shall be established in the Village Plans. Guiding transfer provisions include the following:
 1. The overall intent and character of the Community Plan shall be maintained and the transfer of Equivalent Residential Units shall not alter the land use designation, or district established in the Community Plan.
 2. The maximum number of Equivalent Residential Units established in the Community Plan shall not be exceeded.
 3. The transfer of Equivalent Residential Units within, into, or out of any Village or Neighborhood established in the Community Plan up to a maximum of fifteen (15%) percent may be completed based on the developer’s business judgement. In order to enact such transfer of ERU’s, the developer is required to provide written notice to the city accompanied with the consent of the property owners for both the “sending” and “receiving” areas.
 4. The transfer of ERU’s greater than fifteen (15%) percent requires city council approval. In no case shall the transfer of Equivalent Residential Units within, into, or out of any Village or Neighborhood exceed twenty (20%) percent of that established in the Community Plan.
 5. Equivalent Residential Units may only be transferred among single family neighborhoods and flex residential neighborhoods. No transfer may result in an increase of multi-family units within the Community Plan.
 6. Equivalent Residential Units may not be transferred into any open space or park unless said open space or park is replaced elsewhere at an equivalent acreage and level of improvement.
 7. In the event the Alpine School District or any other state authorized educational facility (including, without limitation, a charter school educational facility), or a religious organization elects to use any portion of the Project as either a school or a church, the Equivalent Residential Units applicable to the site of such school or church as outlined in this section will be deducted from the maximum number of ERU’s established within the Community Plan.
 8. With respect to Transfers of Equivalent Residential Units into Flex Residential Use Neighborhoods, in no event shall any such Transfer cause the percentage of Equivalent Residential Units used for two and three family uses in a Flex Residential Use Neighborhood to exceed fifty percent (50%). This subparagraph shall not apply to Transfers that do not involve Transfers into Flex Residential Use Neighborhoods.
 9. In order to provide proper accounting of ERU transfers between uses, the following ERU criteria is established:

<u>Use Type</u>	<u>ERU Equivalent</u>
Single Family Detached	1 per unit
Two-Family Unit	1 per unit
Three-Family Unit	1 per unit
Multi-Family Attached	1 per unit
LDS Church (Ward)	2
LDS Church (Stake)	3
Elementary School	10
Junior High School	12
High School	20
Charter School	To be determined at building permit
Commercial	To be determined at building permit

- a. As ERU transfers are proposed within the development, the following information must be provided:
 - i. Original ERU count and use types of “sending” area.
 - ii. Original ERU count and use types of “receiving” area.
 - iii. Definition of ERU count for Charter School or Commercial based on projected use and intensity.
 - iv. Proposed number percentage and use type of transfer.
 - v. Resulting ERU count and use types of “sending” area.
 - vi. Resulting ERU count and use types of “receiving” area.
 - vii. Resulting shift, if any, of equivalent acreage and type of open space.
 - viii. Resulting total ERU count verifying no increase in overall project.



Streetscape Example



Exterior Example

- **Community – Wide Systems**
 - **Streetscapes.** With the unique aspects of Mt. Saratoga as previously described, the goal for streetscapes within the development is to provide an interesting and varied experience traversing the development. Particular care has been taken to layout major roadways as curvilinear in order to provide character and interest. Roadway vistas are also an important aspect of design that will be further refined with each detailed Village Plan. For example, major road terminations or view corridors will use open space, topography, roundabouts, monumentation, landscaping or specific land use as a backdrop. These elements soften the perspective of the development and can lend to an overall theme. The single family portions of the development will be utilizing standard City street cross sections with the addition of street trees. Street trees will be placed based on product type and will vary from road to road to add another dimension of variety.
 - **Open Space Corridors.** As previously described within the Open Space section of this document, significant open space corridors are proposed. Many of these corridors provide buffering between differing product types and allow access to the overall open space of the community.
 - **Pedestrian Systems.** Pedestrian access and connectivity is a key component for Mt. Saratoga. The integration of the large and diverse open space amenities of the community is achieved by providing reasonable access to each Village Neighborhood. The Open Space Master Plan depicts over 11 miles of trails within the community. These trails are in addition to the neighborhood roadway sidewalks.
 - **Park and Recreation Systems.** Through the use of the Open Space point system discussed herein, the project will provide adequate park and recreation uses for the residents of Mt. Saratoga. The Community Park will provide unique elements based on the site's topography and views for not just this development, but for the overall City.
- **Open Space Amenities.** As detailed in the Open Space section of this document, the integration of open space and associated amenities has been a priority in the design process. The open space will meet the requirements of a community park as defined by the City's Master Plan.

- **Proportionate Open Space.** It is the intent of each Village Plan to dedicate and improve a proportionate amount of the proposed open space. This method will insure a consistent level of service for all Villages within the development. See Exhibit 1 - "Open Space Phasing Plan" within the Open Space section of this document for further details and acreages.
- **Multi-Family Open Space.** Each neighborhood identified as multi-family will contain individual open space and amenities designed for each specific area. Improvements are anticipated to include club houses, swimming pools, playgrounds, trail access, grass areas and sports facilities.
- **Development Standards.** Design and architectural standards are included within this document. These standards cover the global development of Mt. Saratoga and address each type of land use ranging from Single Family and Multi-Family Residential. Development standards include:
 - **Lot Regulations.** Lot size, width, setbacks (front, rear, side, etc.) are discussed in more detail within the Development Standards.
 - **Building Size.** Details concerning the building heights, minimum square footage, and maximum lot coverage are specified for each land use.
 - **Parking Requirements.** Specifies the number of parking stalls required for multi-family uses.
 Additional and more detailed standards will be submitted with each Village Plan to reflect the distinctive elements of the particular Village and product types.
- **Community Plan Character.** Properly designed and placed landscaping can create a sense character for the overall development. The integration of improved parks and trails with transitions to native vegetation will provide a unique character that will incorporate Mt. Saratoga to the surrounding area.
 - **Conceptual Landscaping Plans.** The following exhibits provide a number of different examples of landscaping anticipated for the Mt. Saratoga project. The landscaping examples range from park to various townhome layouts and the anticipated vegetation for each land use. It should be noted that the landscaping exhibits are conceptual in nature but show the general placement of trees, shrubs and other vegetation used to buffer and transition between driveways, buildings, and open space. In addition to the character created by the design and architectural standards of the buildings, the landscaping will compliment and accentuate the overall character of the development. Amenities will be based on the open space calculations presented earlier.



Clubhouse Example



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 SARATOGA SPRINGS, UTAH
 EXHIBIT 7 - PARK LANDSCAPE EXAMPLE

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R. MICHAEL KELLY
 CONSULTANTS
 LAND PLANNING - LANDSCAPE ARCHITECTURE
 P.O. Box 469, Millville, UT 84326 435.753.2955

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 EXHIBIT 8 - Mt. Saratoga BLVD. LANDSCAPE EXAMPLE

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 EXHIBIT 9 - TOWNHOME AREA LANDSCAPE EXAMPLE

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 EXHIBIT 10 - PARK LANDSCAPE EXAMPLE

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 EXHIBIT 12 - IMPROVED PARK LANDSCAPE EXAMPLE

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UTILITY CAPACITIES

Preliminary utility capacities and main infrastructure layouts have been calculated as shown within the attached exhibits. One of the main challenges for Mt. Saratoga is the lack of existing culinary, secondary water and sewer infrastructure to service the site. The topography of the project is unique in that the site is key to providing master plan utility services to the project as well as other properties within Saratoga Springs City.

For purposes of establishing necessary utility capacities, the determination of Equivalent Residential Units needs to be based on the methodologies established within the City's individual IFFP and Master Plan studies.

CULINARY WATER

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

Culinary water service for Mt. Saratoga will be provided through connection to the existing 30" Zone 2 culinary line installed with Talus Ridge as well as the proposed installation of a pump station and Zone 3 storage tank. Please refer to the Exhibit E, "Mt. Saratoga Culinary Water Master Plan Exhibit" and the culinary water demands calculations.

Zone 2 Development:

Development within Zone 2 consists of approximately 595 residential ERUs and 17 equivalent ERUs associated with commercial and civic uses. The proposed Zone 3 tank and associated booster pump station will be installed with the Village 1. This new tank will be connected to Zone 2 through a pressure reducing valve. An additional connection will be made to the existing 30" Zone 2 pipeline within Talus Ridge Drive as development within Village 1 progresses. These connections are detailed on the Culinary Water Exhibit.

The proposed Zone 3 tank will be utilized for both indoor and outdoor uses within Village 1 based on the design criteria and following calculations:

Zone 2 Indoor Use:	612 ERU	244,800 gal
Zone 2 Outdoor Use:	35 IA	323,878 gal
Zone 3 Indoor Use:	208 ERU	83,200 gal
Zone 3 Outdoor Use:	36 IA	343,909 gal
Emergency Storage:		150,000 gal
Fire Storage:		240,000 gal
Total Village 1 Requirement:		1,376,787 gal

The total Village 1 requirement with emergency and fire storage requires a 1,400,000 gallon tank. Development beyond the capacity of this Zone 3 culinary water tank would require additional culinary storage for Zone 2 or construction of a secondary water storage facility for either Zone 2 or 3.

The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

Mt. Saratoga - Culinary Water Demands

Design Criteria:

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

Area	Connections ERU	Culinary Water			
		Source Req'd gpd/ERU	Total Source gpm	Storage Req'd gal/ERU	Total Storage gal
Zone 2 Residential	595	800	330.56	400	238,000
Zone 2 Commercial	15	800	8	400	6,000
Zone 2 Church	2	800	1	400	800
Zone 2 Subtotal	612		340		244,800
Zone 3 Residential	1,958	800	1,087.78	400	783,200
Zone 3 Elementary School	10	800	5.56	400	4,000
Zone 3 Subtotal	1,968		1,093		787,200

Overall Total **1,433** **1,032,000**

Zone 3 Tank Sizing

Residential Storage:	787,200
Emergency Storage:	150,000
Fire Storage:	240,000
Required Storage:	1,177,200
Use 1,400,000 Gallon Tank (Minimum for Village 1)	

Zone 3 Development:

Development within Zone 3 consists of approximately 1,958 residential ERUs and 10 equivalent ERUs. The proposed Zone 3 tank is sized to service this zone in its entirety with the addition of sufficient secondary water storage. In fact, with the buildout of Zone 3 within Mt. Saratoga, the tank will have adequate storage to serve an additional 557 units located on adjacent properties. This calculation is as follows:

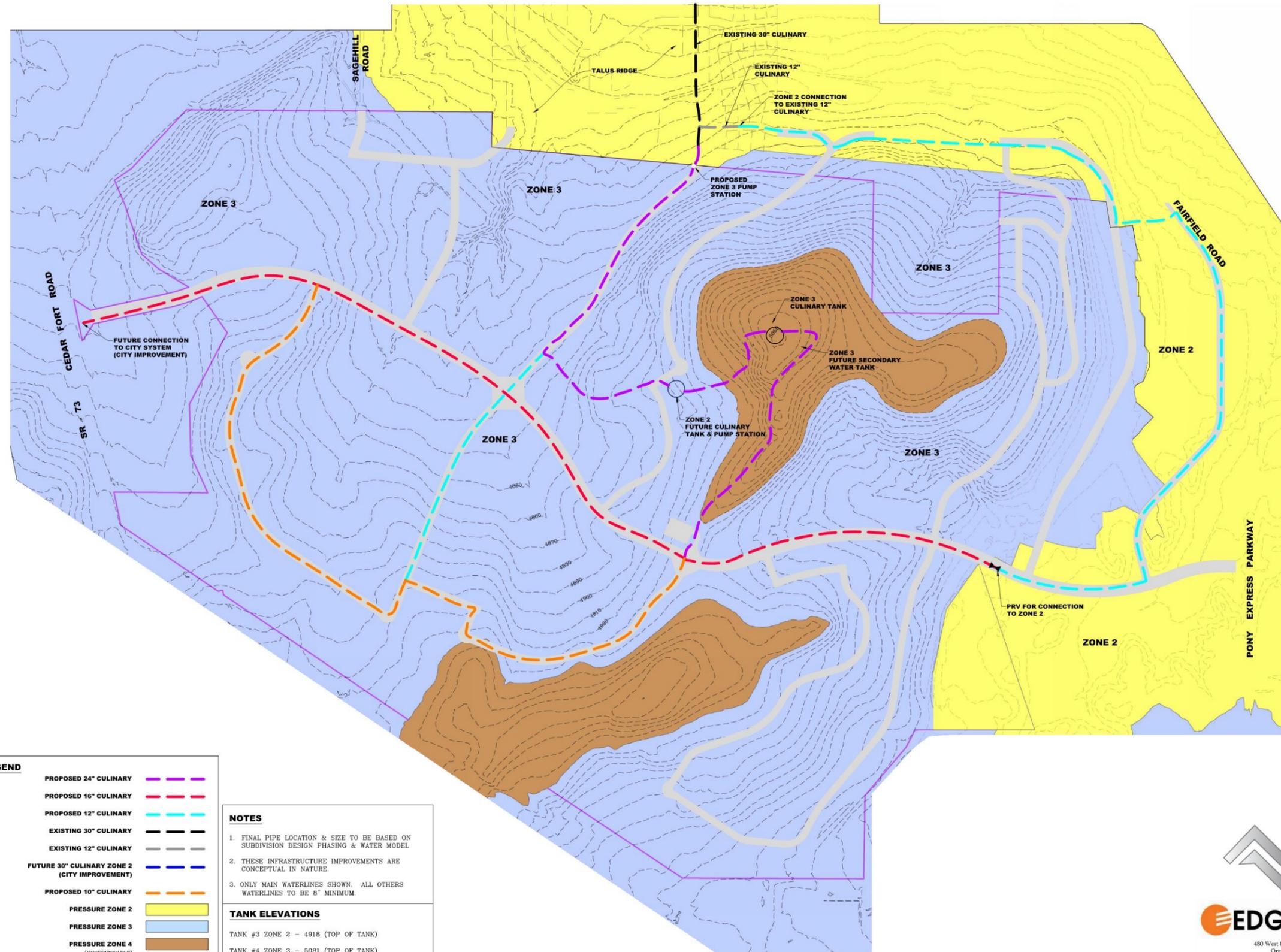
Zone 3 Residential Storage:	787,200 gal
Emergency Storage:	150,000 gal
Fire Storage:	240,000 gal
Total Zone 3 Required Storage:	1,177,200 gal

Village 1 Tank Size: 1,400,000 gal

UTILITY CAPACITIES

Remaining Capacity:	222,800 gal
Remaining ERUs @ 400 gal:	557 ERUs

The proposed connection points are detailed in Exhibit E, “Mt. Saratoga Culinary Water Master Plan Exhibit.” The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.



LEGEND

PROPOSED 24" CULINARY	
PROPOSED 16" CULINARY	
PROPOSED 12" CULINARY	
EXISTING 30" CULINARY	
EXISTING 12" CULINARY	
FUTURE 30" CULINARY ZONE 2 (CITY IMPROVEMENT)	
PROPOSED 10" CULINARY	
PRESSURE ZONE 2	
PRESSURE ZONE 3	
PRESSURE ZONE 4 (UNSERVICEABLE)	

- NOTES**
1. FINAL PIPE LOCATION & SIZE TO BE BASED ON SUBDIVISION DESIGN PHASING & WATER MODEL.
 2. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE.
 3. ONLY MAIN WATERLINES SHOWN. ALL OTHERS WATERLINES TO BE 8" MINIMUM.
- TANK ELEVATIONS**
- TANK #3 ZONE 2 - 4918 (TOP OF TANK)
 TANK #4 ZONE 3 - 5081 (TOP OF TANK)

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MT. Saratoga
 EXHIBIT 13 - CULINARY WATER MASTER PLAN

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SECONDARY WATER

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

Secondary water service for Mt. Saratoga will be based on the existing and master planned Saratoga Springs system providing service to Zone 2 and the development providing an on-site pump station and storage tank/pond in order to service Zone 3. The Zone 3 tank/pond will also provide the ability to maintain pressure and flow within Zone 2 through the use of a pressure reducing station.

Please refer to the Mt. Saratoga Secondary Water Main System Exhibit and the secondary water demand calculations. The irrigated acreage of residential lots has been determined based on City standards of 65 percent of gross lot area. As Village Plans further detail the roadway and lot layout, these irrigated acreage calculations will be updated accordingly. With the recent addition of secondary water meters and tiered water rates based on efficient use of water resources, it is anticipated that the source and storage requirements will change. Therefore, the calculations contained herein are subject to change based on additional data.

A portion of the improved and irrigated open space is located above the service elevation for the Zone 3 storage facility. In order to service these areas, a small irrigation booster pump facility will be installed and dedicated to the City with the community park.

Zone 2 Development:

Development within Zone 2 consists of approximately 35 Irrigated Acres including residential, commercial, landscape and civic uses. These uses total 323,878 gallons of required storage which is initially accommodated within the proposed Zone 3 culinary water tank as detailed in the Culinary Water section of this document. Development beyond Village 1 will require Zone 2 or 3 secondary water storage by the developer or through City capital improvement projects. Proposed connection points are detailed on the Secondary Water Exhibit.

The initial development of Village 1 will utilize culinary water for outdoor uses. The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

Zone 3 Development:

Development within Zone 3 consists of approximately 178 Irrigated Acres including residential, landscape and civic uses. These uses total to 1,637,407 gallons of required storage which will be met by the installation of a pump station and tank/pond storage. The Zone 3 portion of Village 1 will initially be serviced by the Zone 3 culinary water tank as discussed in this document. Development beyond the capacity of the proposed Zone 3 culinary water tank would require culinary storage for Zone 2 or construction of a secondary water storage facility for either Zone 2 or 3.

Development beyond Village 1 will require the improvement of secondary water sources by the developer or through city capital improvement projects to ensure adequate source to meet the

phased improvements and build out needs of Mt. Saratoga. The initial development of Village 1 will utilize culinary water for outdoor uses. The required source capacity is currently under negotiations with the City and Central Water Project and additional information will be provided through separate documents or through the Village Plan process.

Mt. Saratoga - Secondary Water Demands

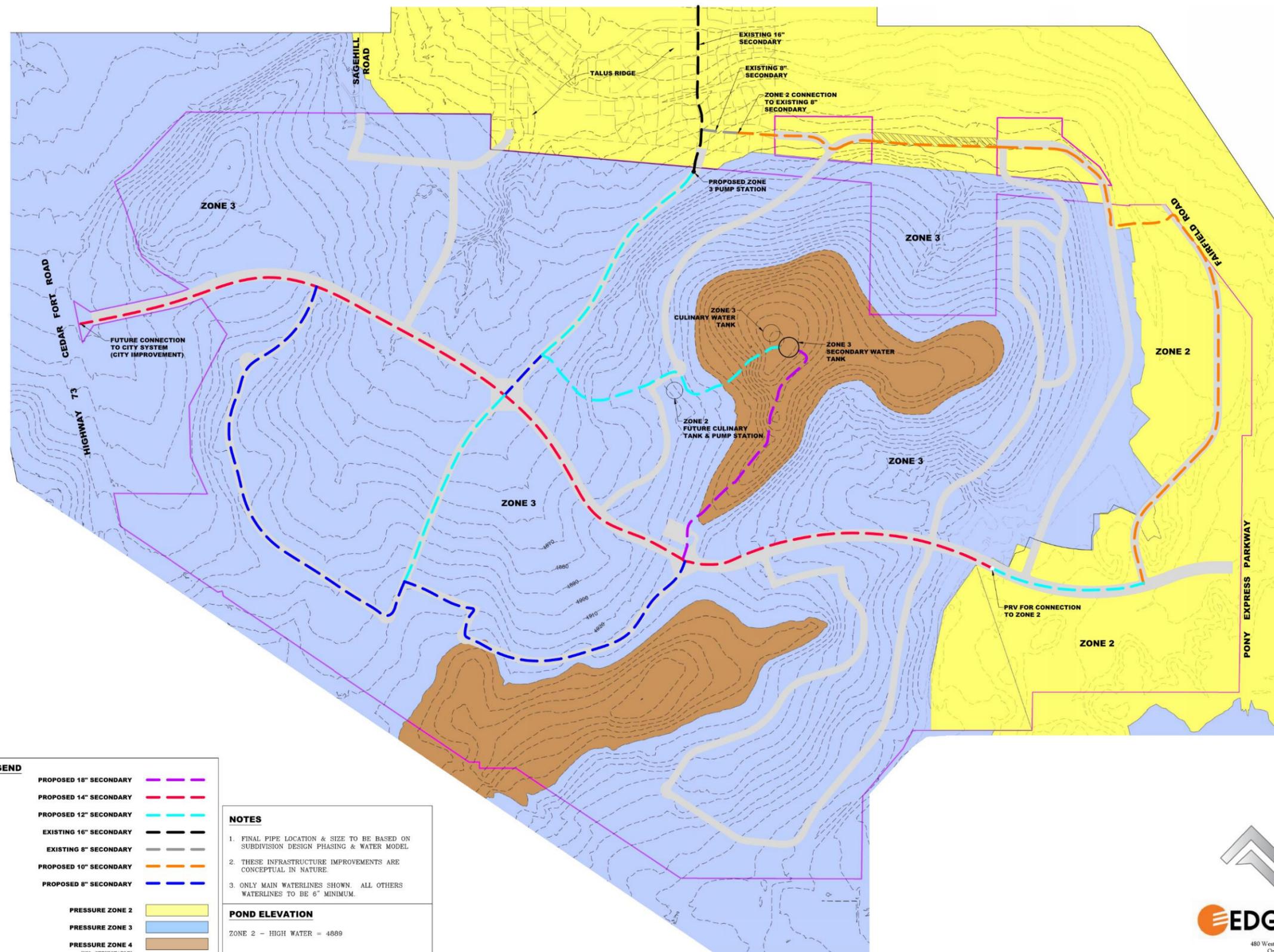
Design Criteria:

Secondary Water Source: 0.75 AF/yr
 1.8 gpm/ SF ERU (Based on 0.24 Acres)
 7.5 gpm/Irrigated Acre (IA)
 Secondary Water Storage: 2213 gal/ SF ERU (Based on 0.24 Acres)
 9216 gal/ Irrigated Acre (IA)
 Commercial: 2 ERU/Ac Planning Est

Land Use	Irrigated Area			Secondary Water Requirements			
	ERU or Acres	% Irrigated or IA / ERU	Irrigated Area	Source Req'd gpm/IA	Total Source gpm	Storage Req'd gal/IA	Total Storage gal
Zone 2 SF Residential	334	0.07	23.4	7.50	175	9,216	215,470
Zone 2 MF Residential	5.8	100%	5.8	7.50	43.22	9,216	53,112
Zone 2 Commercial	7.5	20%	1.5	7.50	11.25	9,216	13,824
Zone 2 Church	5	30%	1.5	7.50	11.25	9,216	13,824
Zone 2 Parks / Open Space	3	100%	3	7.50	22.50	9,216	27,648
Zone 2 Subtotal			35		264		323,878
Zone 3 SF Residential	1,223	0.09	110.1	7.50	826	9,216	1,014,405
Zone 3 MF Residential	12	100%	12	7.50	90	9,216	110,592
Zone 3 Elementary School	9	40%	3.60	7.50	27	9,216	33,178
Zone 3+ Parks / Open Space	52	100%	52	7.50	390	9,216	479,232
Zone 3 Subtotal			178		1,333		1,637,407
Overall Total			1,652		1,596		1,961,285

Zone 3 Secondary Tank Sizing

Zone 3 Storage: 1,637,407
 Required Storage: 1,637,407
 Use 1,700,000 G Tank



LEGEND

PROPOSED 18" SECONDARY	
PROPOSED 14" SECONDARY	
PROPOSED 12" SECONDARY	
EXISTING 16" SECONDARY	
EXISTING 8" SECONDARY	
PROPOSED 10" SECONDARY	
PROPOSED 8" SECONDARY	
PRESSURE ZONE 2	
PRESSURE ZONE 3	
PRESSURE ZONE 4 (UN-SERVICEABLE)	

- NOTES**
1. FINAL PIPE LOCATION & SIZE TO BE BASED ON SUBDIVISION DESIGN PHASING & WATER MODEL
 2. THESE INFRASTRUCTURE IMPROVEMENTS ARE CONCEPTUAL IN NATURE.
 3. ONLY MAIN WATERLINES SHOWN. ALL OTHERS WATERLINES TO BE 6" MINIMUM.

POND ELEVATION
 ZONE 2 - HIGH WATER = 4889

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MT. Saratoga
 EXHIBIT 14 - SECONDARY WATER MASTER PLAN

REVISIONS	
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LEI PROJECT #:
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 TJP
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 GDM
 SCALE:
 N.T.S.
 DATE:
 7/20/2016
 EXHIBIT
14

480 West 800 North Suite 200
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 801.494-0150

SANITARY SEWER

The project has been divided into 3 sewer service areas as shown on the Sanitary Sewer Master Plan drawing. The project will be served by a combination of existing and proposed infrastructure. The overall capacity of the existing sewer outfall within 400 North has been reviewed by Bowen & Collins, the City’s consultant for the sewer system and found to be adequate. A copy of the study is attached for review.

Service Area 1:

This area contains 989 equivalent residential units (ERU). The proposed 15” outfall line from this area will be constructed along Fairfield Road to the connection with the existing 15” sewer at the intersection of 800 West and 400 North. The final alignment along the eastern end of Fairfield Road and 800 West will be determined based on the City’s long-term plan for Fairfield Road and the acquisition of easements.

Service Area 2:

This sewer area services 1,101 ERU and connects to existing sewer installed with Talus Ridge. The Talus Ridge Sewer has been upsized as necessary to accommodate this anticipated flow. Additional sewer would have to be installed south from Talus Ridge to Evans Lane and then east to the intersection of 800 West and 400 North.

Service Area 3:

Service area 3 contains 480 ERU and also connects to existing sewer infrastructure installed with Talus Ridge. This area drains through Talus Ridge to the existing 12” sewer main in 800 West which connects to the same intersection and existing outfall line as the other service areas.



TECHNICAL MEMORANDUM

Mt. Saratoga Subdivision - Sanitary Sewer and Storm Drain Impacts

TO: Jeremy Lapin
COPIES: File
FROM: Keith Larson/Andrew McKinnon
 Bowen, Collins & Associates
 154 East 14000 South
 Draper, Utah 84020
DATE: November 10, 2015

INTRODUCTION

The Mt. Saratoga development is a proposed development west of Foothill Blvd and south of Cedar Fort Road. LEI has retained Bowen Collins & Associates to evaluate the impacts of the proposed development on the Saratoga Springs sewer collection system. The purpose of this technical memorandum is to summarize these impacts.

PROPOSED DEVELOPMENT

Proposed development at the Mt. Saratoga property is shown in a figure prepared by LEI attached at the end of this memorandum. Proposed development in terms of sewer equivalent residential units (ERUs) are summarized in Table 1.

**Table 1
Proposed Development**

Description	ERUs	Approximate Area (acres)	Proposed Density (ERUs/acre)
Area 1	1,111	343	3.24
Area 2	1,071	280	3.83
Area 3	498	84	5.93
Total ERUs	2,680	707	3.79
ERUs in Master Plan	2,121		
Net Increase in ERUs	559		

COMPARISON OF PROPOSED DEVELOPMENT TO THE SARATOGA SPRINGS SEWER MASTER PLAN

The proposed development as described above is a change from what was contained in the City’s master plans. Changes from the original planning concepts used for this area in the master plan can be summarized as follows:

- **Density** – The density of development assumed in the master plan for this area was approximately 3.0 ERUs/acre. As summarized in Table 1, the proposed development represents an increase of 559 ERUs beyond the amount planned for in the City’s sewer master plan.
- **Drainage Pattern** – In addition to an increase in density, the drainage pattern and points of discharge for some portions the proposed development are somewhat different than originally planned in the master plan. Parts of Area 2 and Area 3 were originally planned to discharge to the north along Cedar Fort Road. The proposed sewer plan directs all flow in the development to 400 North.

SYSTEM EVALUATION

Based on the deviations from the master plan identified above, BC&A used the hydraulic models of the City’s sewer system to evaluate potential effects of the proposed development.

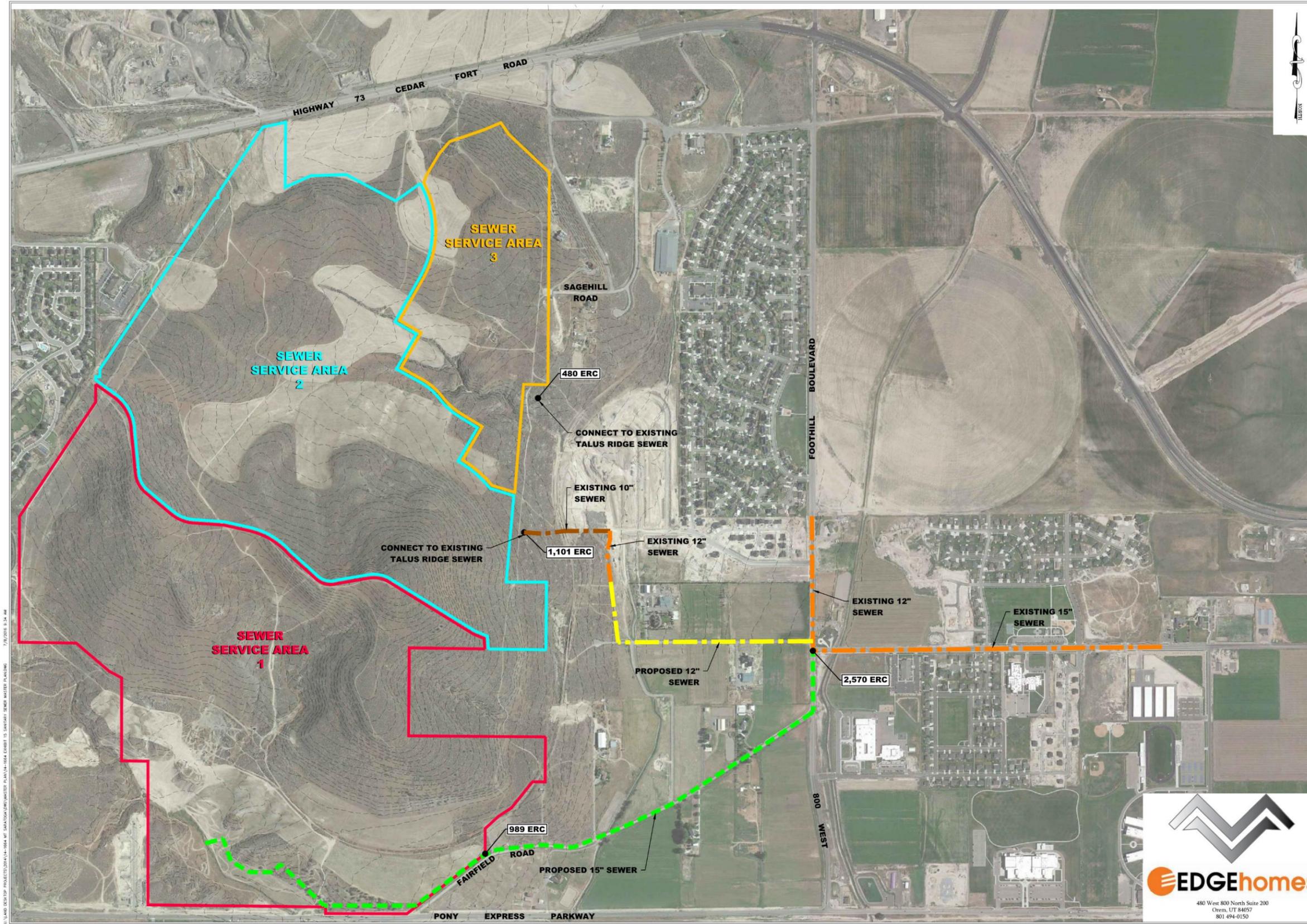
Proposed connection points for sewer are shown in Figure 1. Areas 1 and 2 will be conveyed to 400 North in new sewer collection lines. Area 3 will discharge to some newly constructed sewer collection lines in the Talus Ridge subdivision. Flow associated with the proposed development was added to the Saratoga Springs sewer model. Results are as follows:

- **Service Area 1** – A new 15-inch sewer is proposed to collect flow from Service Area 1. Since this pipeline has not yet been designed and constructed, BC&A has not attempted to evaluate its capacity, but it seems reasonable that it could be designed to convey the development proposed for Service Area 1. It should be noted that this pipeline will likely be useful in conveying flow associated with the property immediately east of the Mt. Saratoga development. Based on the alignment of the proposed 15-inch sewer line, the master plan identified up to 300 additional ERUs that could be connected to the sewer main in the future. It is recommended that the collection line be designed to accommodate these potential additional connections.
- **Service Area 2** – A new 12- and 15-inch sewer is proposed to collect flow from Service Area 2. Since this pipeline has not yet been designed and constructed, BC&A has not attempted to evaluate its capacity, but it seems reasonable that it could be designed to convey the development proposed for Service Area 2.
- **Service Area 3** – The newly constructed sewer lines in Talus Ridge were not in the City’s sewer collection model. However, based on design drawings of the new collection lines (8-inch diameter), there should be adequate capacity in 8-inch collection lines to accommodate the proposed development identified in Area 3.

- **400 North** – All three service areas are proposed to combine at 400 North. Based on hydraulic modeling of the proposed development, 400 North appears to have adequate capacity to accommodate the proposed increase in density and additional flow from the Mt. Saratoga development through buildout. All other downstream facilities also appear to have enough excess capacity to accommodate the small proposed increase in flow.
- **Effect on Future Projects Near SR-73** – By moving some of the drainage area to 400 North, there will be a decrease in the master planned flow for a future project identified near SR-73 (Project SS-N3). However, the decrease in flow is not large enough to recommend any decreases in pipe sizes for this or any other downstream projects.
- **Timing of Future Projects** – It should be noted that a significant portion of this development was identified as part of 10-year growth in the City’s master plan. As long as the quantity of development that actually occurs is similar to that of the master plan, no change in project timing will be required.

CONCLUSIONS

Although the density of the proposed development is higher than the general plan, the Mt. Saratoga development as currently proposed will have no adverse effects on existing sewer collection facilities or the master planned improvements for the City.



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MT. Saratoga
EXHIBIT 15 - SANITARY SEWER MASTER PLAN

REVISIONS	
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2014-1664
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GDM
SCALE:
N.T.S.
DATE:
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15

EDGEhomes
480 West 800 North Suite 200
Orem, UT 84057
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UTILITY CAPACITIES

STORM DRAINAGE

Preliminary storm drainage areas have been delineated and analyzed based on the existing topography and the proposed conceptual layouts for Mt. Saratoga. There are two major contributing service areas with various sub-basins located within each area. Storm water runoff as per the City's specified storm event has been preliminary engineered to be detained within each area based on anticipated drainage patterns, proposed conceptual layouts, and the geotechnical study. In addition to the allowable discharge rate for detention basins, percolation tests were included within the geotechnical study to aid in the design of potential infiltration galleries that would further reduce the volume of storm water discharging from the site. Prior to the approval of the use of infiltration galleries, a feasibility study must be completed according to City standards. The two separate storm drain service areas were delineated as per the existing topography or ridge line and discharge differently from one another due to the varying downstream receiving facilities of each area.

Service Area 1:

This area historically drains to an existing wash (spur of Tickville) located along the south border of the project. A hydrological study has been previously conducted and approved by the City for the overall Tickville Wash area and this study is used to determine a historical allowable discharge rate from the project. This flow, calculated at 0.024 cubic feet per second (cfs) per acre and totaling 6.30 cfs, will be discharged to the existing Wash at Pony Express Parkway following collection, cleaning, possible infiltration and detention of storm events. The existing channel is to be piped through the development based on the flow established through the hydrological study. A series of detention basins have been preliminary designed to route storm water runoff and detain flows to meet this historical discharge rate.



Townhome Example

Service Area 2:

This area historically drains to the existing Talus Ridge subdivision immediately east of Mt. Saratoga. As part of the Talus Ridge improvements, the storm drainage infrastructure was sized to convey the local 25 year storm event (Talus Ridge) and the upstream (Mt. Saratoga) historical discharge flow as per the City standards. This flow of 0.20 cfs per acre and totaling 57.7 cfs, will be discharged to the existing storm drain infrastructure within the Talus Ridge subdivision before reaching the City's storm drain master plan system.



Front Porch Example



Exterior Home Example



STORM BASINS

1	STORM BASIN - 0.37 ac.
2	STORM BASIN - 0.82 ac.
3	STORM BASIN - 2.82 ac.
4	STORM BASIN - 2.92 ac.
5	REMOVED
6	STORM BASIN - 0.95 ac.
7	STORM BASIN - 1.32 ac.
8	STORM BASIN - 0.72 ac.
9	STORM BASIN - 0.29 ac.
10	STORM BASIN - 0.41 ac.

NOTE:
STORM BASIN AREAS ARE APPROXIMATE AND BASED ON PRELIMINARY DESIGN. MORE DETAILED INFORMATION TO BE PROVIDED WITH EACH VILLAGE PLAN AS THE SITE DESIGN PROCESS.

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Mt. Saratoga
EXHIBIT 16 - STORM DRAIN MASTER PLAN

REVISIONS

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TRANSPORTATION

The following addresses various elements related to the transportation design and service to the Mt. Saratoga development. This includes design parameters for proposed roadways, cross sections, roadway designs, off-street parking and street names and addressing. The natural and unique topography found within the project requires more detailed and specific design parameters in order to balance the feasibility and constructability of an atypical development in the City of Saratoga Springs.

ROADWAY SECTIONS

See the Transportation Network Plan and Street Cross Sections Master Plans for identification of major roadway locations and classifications. These Plans include only the main roadways and sufficient local roadways to demonstrate connectivity throughout the community and incorporates the following:

- **Mt. Saratoga Boulevard.** The main north-south connection road is to be an 83' Right-of-way. This width accommodates the City standard 77' Right-of-way and adds an additional 3 feet to each sidewalk to meet the standard of a trail. These trails connect the major east-west trails and open space.
- **Talus Ridge Boulevard.** A city standard 77' right-of-way will be utilized for sections of Talus Ridge Boulevard which contain lot frontages along both sides. The roadway will transition to a modified collector by removing the park strip and sidewalk on the south side due to the proximity of the open space and steep slopes. This reduces the collector to a 63' cross section within a portion of Mt. Saratoga. Lots with driveway access are proposed along Talus Ridge Boulevard within Mt. Saratoga.
- **Local Public 56' Right-of-ways.** The majority of the interior roads are standard 56' wide roads. As contained within the Hillside standards, the cross slopes of these roadways can be modified to better accommodate the topography of the site and reduce hillside scarring by decreasing cut and fill slopes.



Townhome Exterior Example



Interior Home Example

- **Local Public 48' Right-of-ways.** In hillside neighborhoods as identified on the Transportation Network Plan, a public 48' roadway is proposed to better match the existing topography while not compromising the roadway widths. As contained within the Road Design Criteria contained herein, the cross slopes, grades and design speed can be modified to better accommodate the topography of the site and reduce scarring by decreasing required cut and fill slopes.
- **Private 40' Drive.** These drives are to be used within the townhome and stacked dwelling areas and are to be privately owned and maintained by an HOA. The drives will incorporate modified curb where practical to avoid frequent curb cuts and to maintain integrity of the curb.
- **Pony Express Parkway.** The main entrance to Mt. Saratoga will be located the intersection of Pony Express Parkway and Mt. Saratoga Boulevard. All necessary trail relocations and acceleration, deceleration and turn lanes will be installed for this entrance according to Exhibit 3, "Pony Express Parkway Details."

FIRE DEPARTMENT ACCESS

Transportation elements of the proposed plan have been reviewed with the Saratoga Springs Fire Department with the following findings:

- Roadways, whether public or private, to have a minimum travel width of 26 feet as measured from edge of asphalt or face of curb and gutter, if provided. Dead end streets, whether public or private, to have a minimum travel width of 26 feet as measured from edge of asphalt or face of curb and gutter, if provided. Traffic calming elements may be granted on exception by the Fire Chief on a case-by-case basis.

- Fire truck turnaround to be provided on any dead-end street or collective driveway more than 150 feet in length as measured from edge of roadway to center of turnaround. Turnaround sizing to be determined from Appendix D of the International Fire Code.
- Any permanent dead-end street or collective driveway within the hillside neighborhoods as identified on the Transportation Network Plan shall have a maximum length of 750 feet as long as an acceptable fire truck turnaround is provided (Appendix D of International Fire Code).
- Two separate means of vehicle access onto Mt. Saratoga Boulevard shall be required when the total number of dwelling units served by a single means of access to Mt. Saratoga Boulevard exceeds fifty (50) units.
- Turning radii for fire access to be based on a 48 feet long tandem vehicle unless otherwise approved by the Fire Chief.

ROAD NAMES AND ADDRESSING

As shown within Exhibit “J”, Transportation Network Plan, the main roadways have been named. The connection from the Talus Ridge subdivision will continue to be labeled “Talus Ridge Boulevard” and the main north-south roadway will be “Mt. Saratoga Boulevard.” Additional interior roadways will be named with each subsequent Village Plan in order to tie into the proposed Village them.

OFF-STREET PARKING

Title 19.09, “Off-Street Parking Requirements” of the current Saratoga Springs City Code, shall be used with the following exceptions:

- Title 19.09.08.2, “Curbs” to be updated as follows:

“All landscaped areas abutting any paved surface shall be curbed (not including a driveway for an individual dwelling **or shared driveway for clustered housing**). Boundary landscaping around the perimeter of parking areas shall be separated by a concrete curb six inches higher than the parking surface.”

ROAD DESIGN CRITERIA

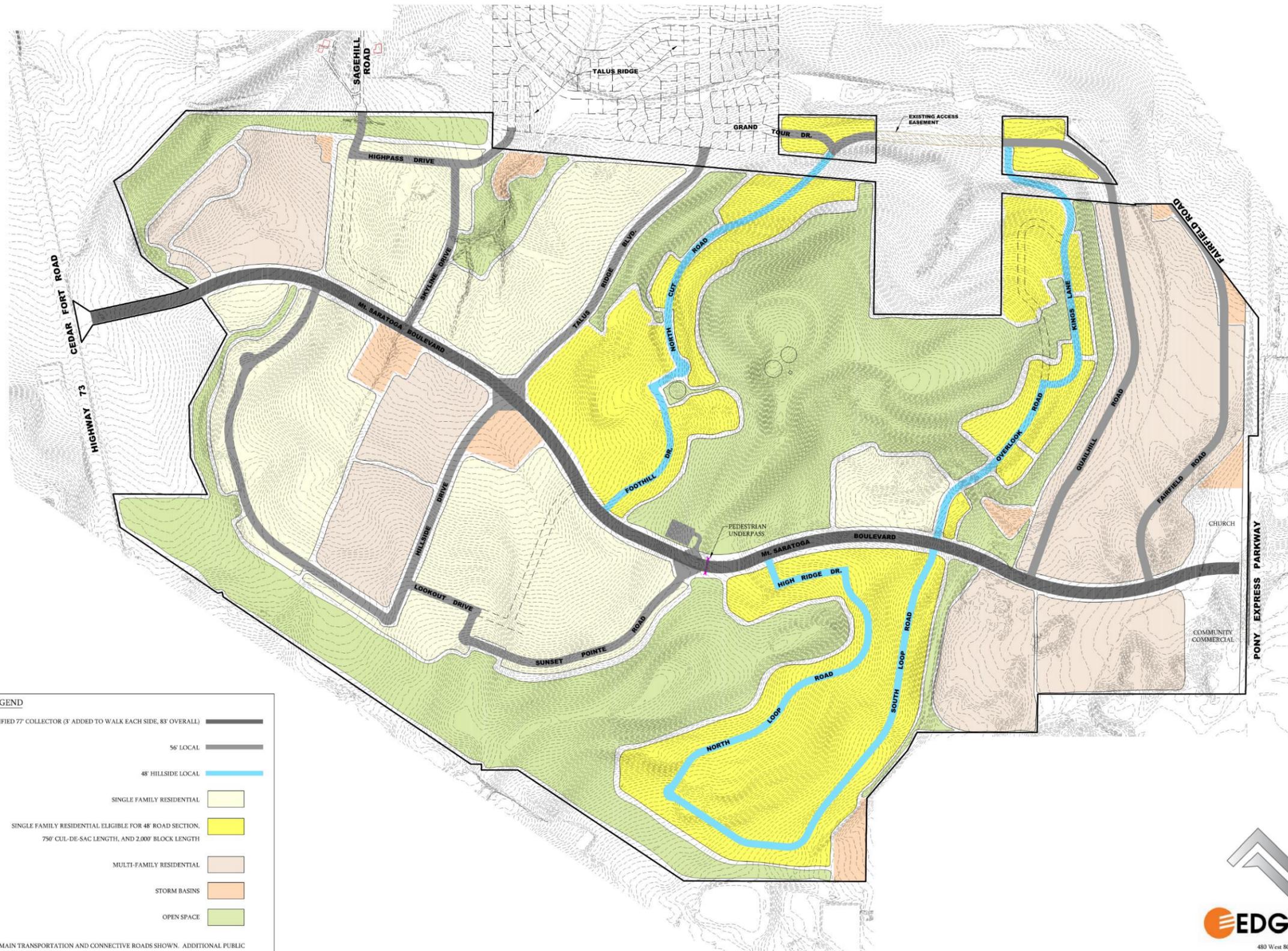
The following standards shall be applied to all roadway designs unless noted otherwise:

1. Roadway Grades:
 - a. All local residential roads to have a maximum ten percent (10%) grade, with up to twelve percent (12%) grade allowed for distances less than five hundred (500) feet.
 - b. Collector roads to have a maximum eight percent (8%) grade.
2. Intersection Grades:
 - a. Main through streets shall have a six percent (6%) maximum for distance of sixty (60) feet from centerline.
 - b. Stop controlled streets shall have a four percent (4%) maximum for distance of sixty (60) feet from centerline.
3. Roadway Cross Slope:
 - a. The standard crown is two percent (2%).
 - b. A single slope crown of two percent (2%) may be utilized in designated hillside areas.

- c. Intersections shall transition to maximum three percent (3%) single cross slope at beginning of curb returns. Cross slope to warp to match intersecting street slope.
4. Local Residential Design Speed:
 - a. Slope averages less than four percent (4%) shall have a design speed of 30 mph, posted 25 mph.
 - b. Slope averages between four percent (4%) to twelve percent (12%) shall have a design speed of 25 mph, posted 20 mph.
 - c. Connection roads with a maximum length of six hundred (600) feet shall have a design speed of 20 mph, posted 15 mph (cul-de-sacs, stop control on each end).
 - d. Horizontal and vertical design to be based on design speed and current AASHTO standards.
5. Block Length:
 - a. The maximum block length shall be two thousand (2,000) feet within hillside neighborhoods as identified on the Transportation Network Plan. If exceeding one thousand (1,000) feet, a twenty (20) foot wide pedestrian access easement is to be provided. If resulting pedestrian access is greater than fifteen percent (15%) slope, it shall not be required.



Exterior Home Example



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Mt. Saratoga
 EXHIBIT 17 - TRANSPORTATION NETWORK PLAN

REVISIONS

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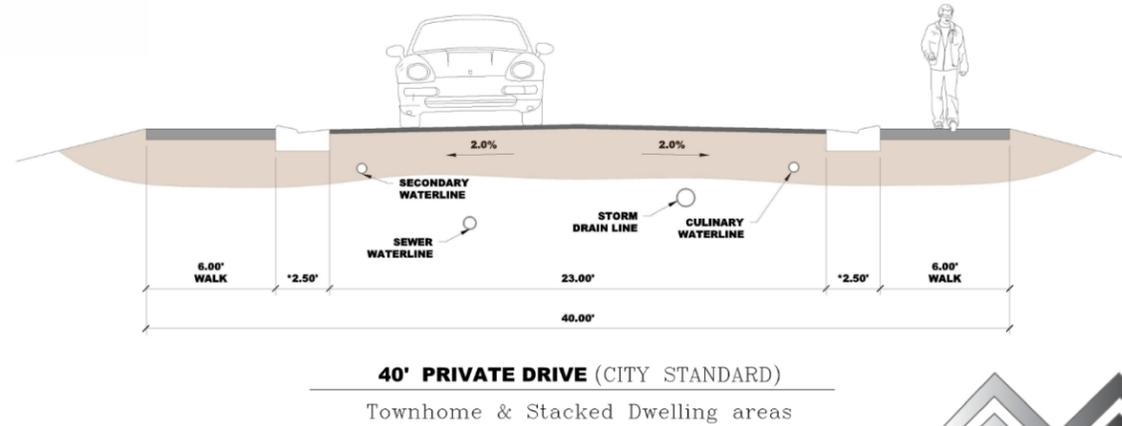
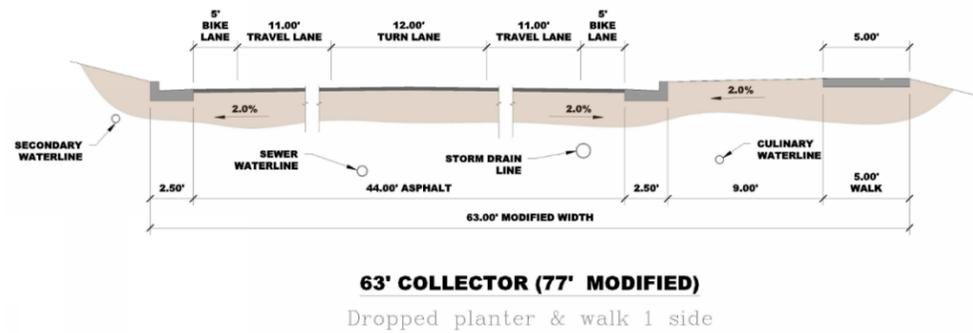
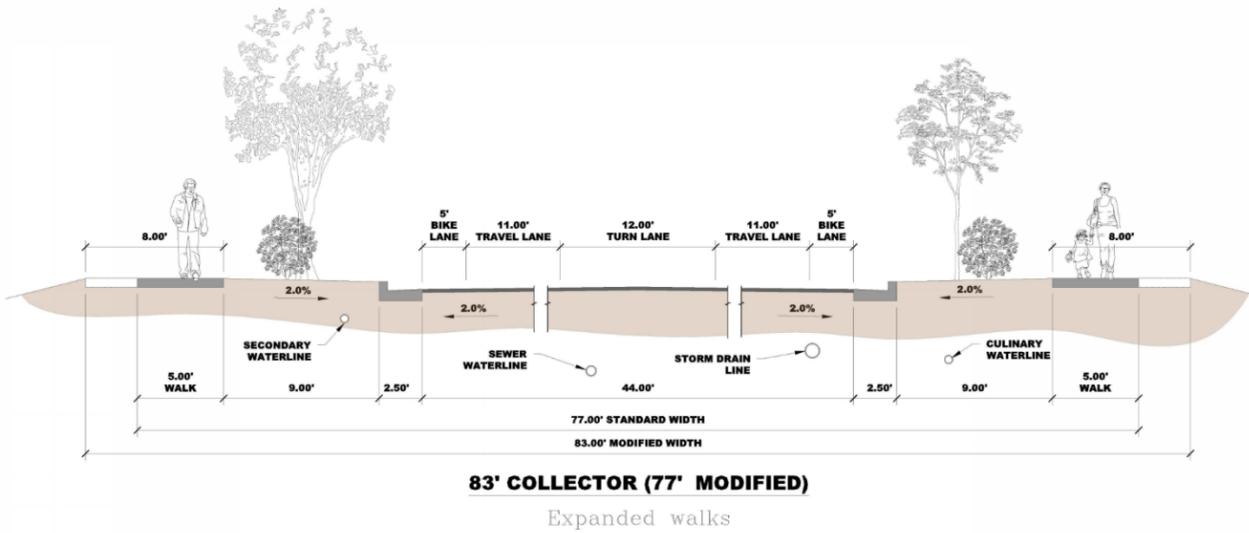
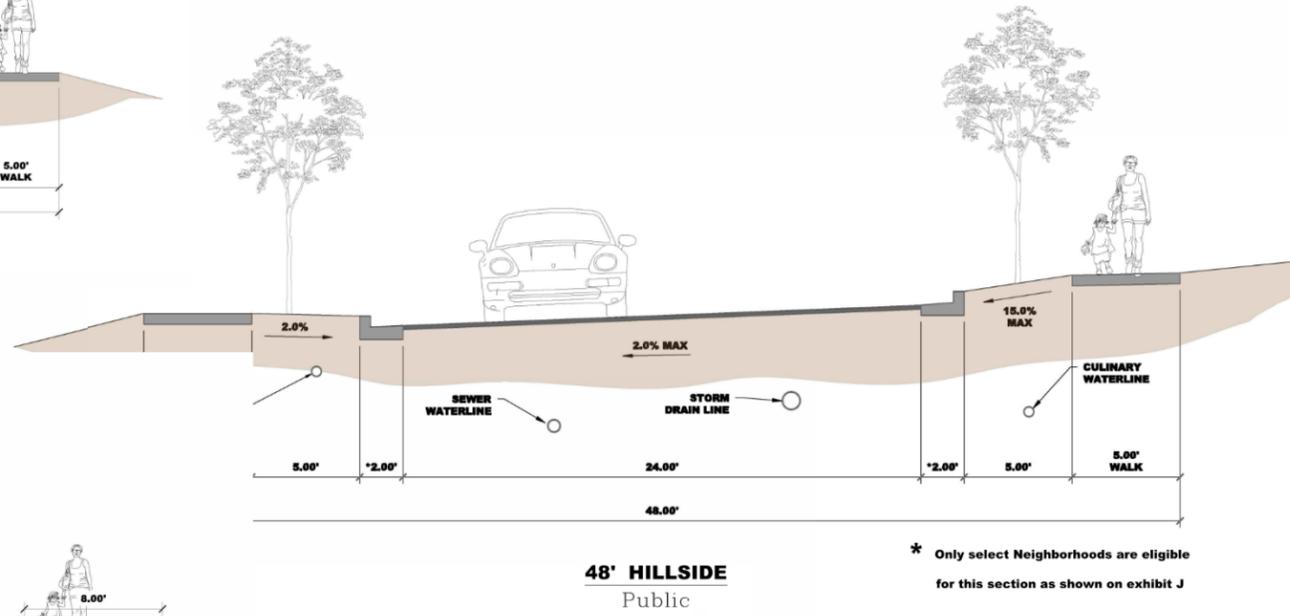
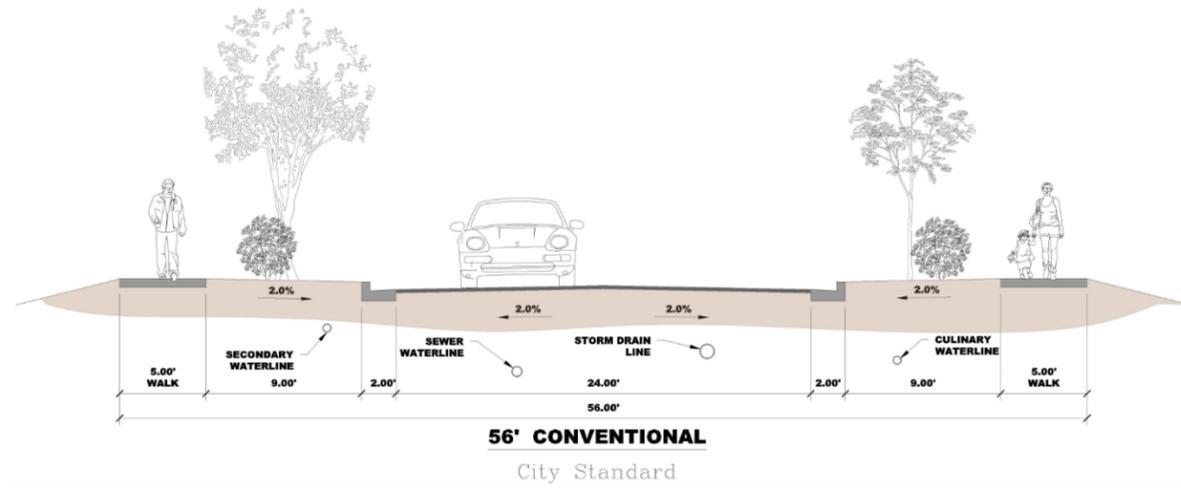
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Mt. Saratoga
EXHIBIT 18 - STREET CROSS SECTIONS MASTER PLAN

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EXHIBIT
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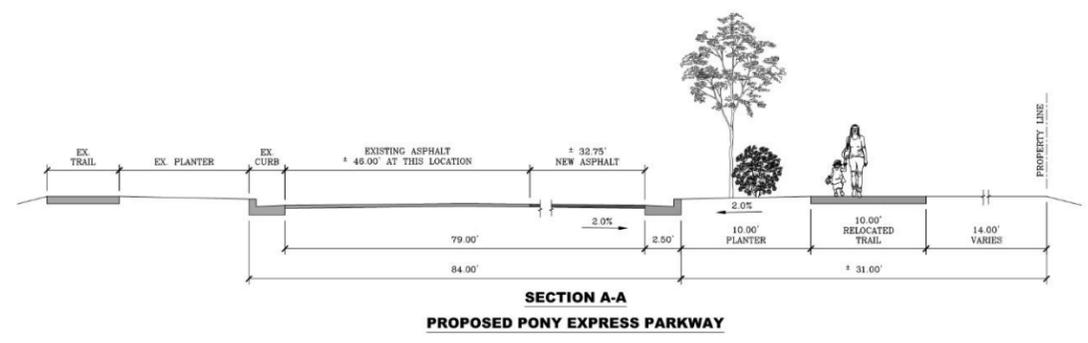
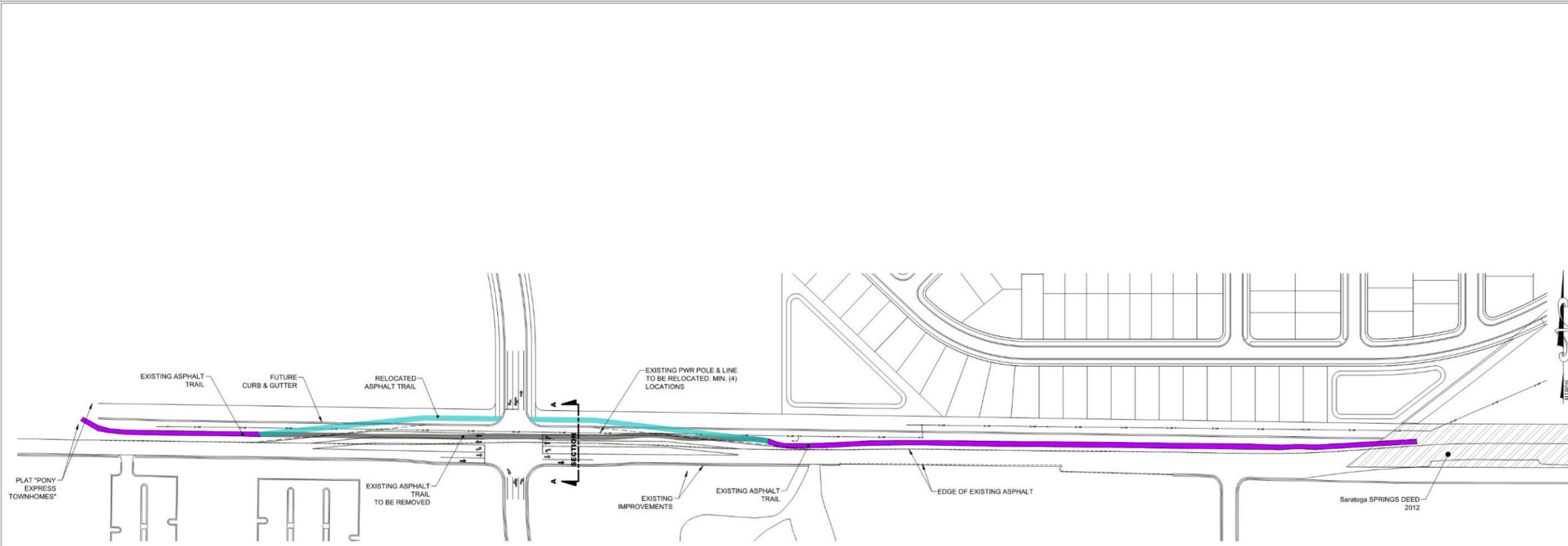
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CONSTRUCTION

Mt. Saratoga
SARATOGA SPRINGS, UTAH
EXHIBIT 19 - PONY EXPRESS PARKWAY DETAILS

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DATE:
7/20/2016

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NOTE
THIS PLAN IS CONCEPTUAL IN NATURE AND FURTHER DETAILED DESIGN TO BE COMPLETED WITH VILLAGE 1



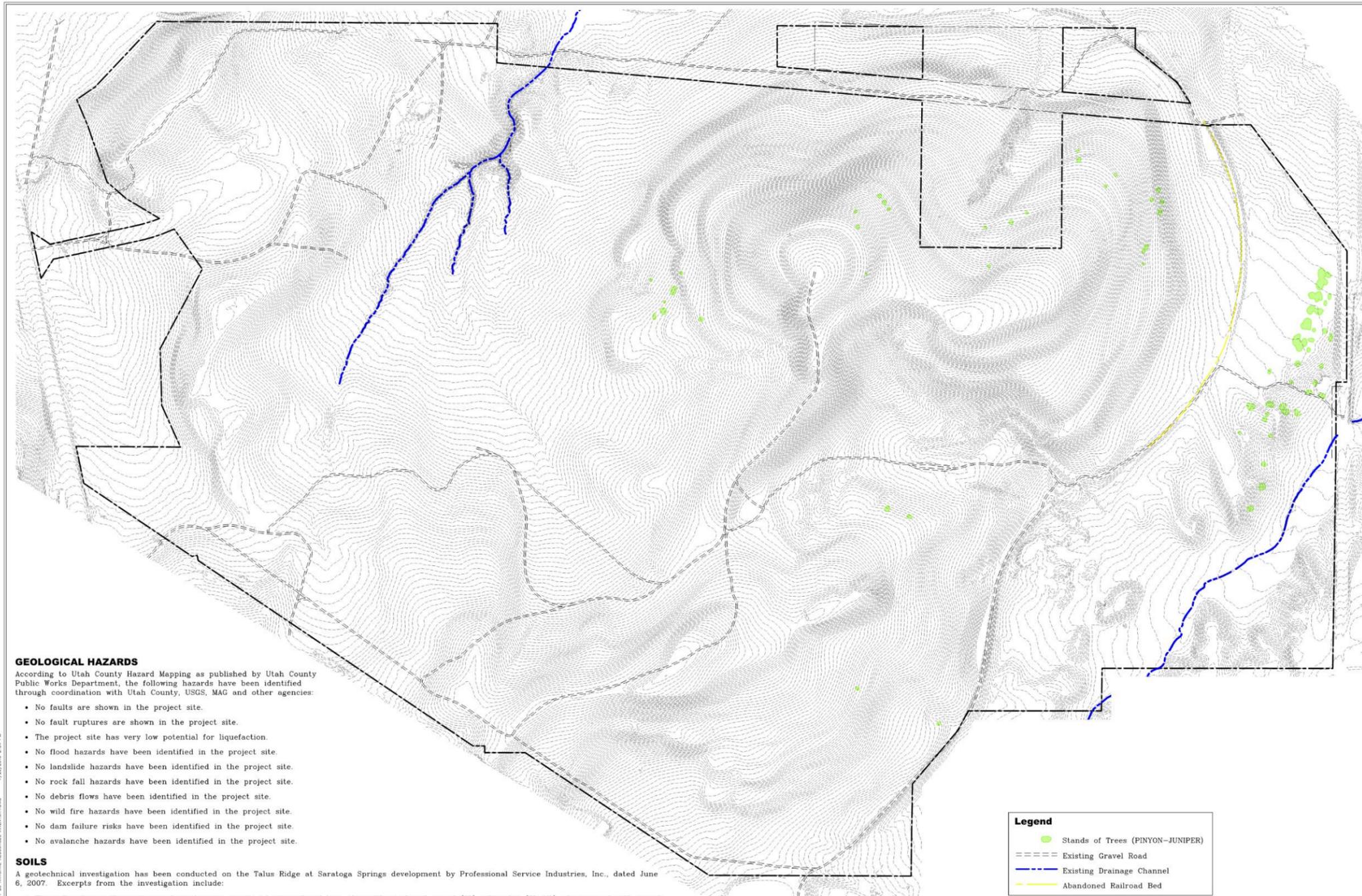
ADDITIONAL ELEMENTS

The Natural Resources Inventory Map contains information regarding specific site elements such as:

- **Waterways.** An un-named tributary of the overall Tickville Wash traverses the property at the southwest corner. This wash is dry with the exception of a storm event. Previous studies have been done on the overall Tickville Wash basin which has determined a maximum flow of 42.6 cfs for this wash during a 100 year storm event. This capacity will be maintained through any improvements, re-routing or regrading of the area.
- **Geological Information.** Geological information has been obtained from Utah County Hazards Mapping as published by Utah County Public Works Department, in coordination with USGS, MAG and other applicable agencies:
 - The project site has very low potential for liquefaction.
 - No flood hazards have been identified. The project area is within flood zone “X” according to FIRM map 4955170115B, dated July 17, 2002.
 - No landslide hazards have been identified in the project site.
 - No rock fall hazards have been identified in the project site.
 - No wild fire hazards have been identified in the project site.
 - No dam failure risks have been identified in the project site.
 - No avalanche hazards have been identified in the project site.
- **Fault Lines.** According to Utah County Hazards Mapping as published by Utah County Public Works Department, no fault lines or fault ruptures are identified within the project.
- **General Soils Data.** A geotechnical investigation has been conducted on the development by Professional Service Industries, Inc., dated June 6, 2007. Excerpts from the investigation include:
 - The subsurface soils encountered at the site consist primarily of lean clay with sand and gravel (CL), silty clay (CL-ML), clayey sand with gravel (SC), loose poorly graded sand with gravel (SP), medium dense to very dense poorly graded gravel with sand (GP), silty sand (SM), silty gravel (GM) and bedrock. Collapsible soils were encountered in limited areas of the project site to depths ranging from 0-5 feet below existing site grades.
 - No subsurface water was encountered to the maximum depth investigated, approximately 14 feet in the borings and six feet in the test pits.
 - Footings bearing on undisturbed native soils may be designed using a maximum allowable bearing pressure of 1,500 psf. Footings bearing on properly placed on compacted structural fill may be designed using a maximum allowable bearing pressure of 2,000 psf. Footings should bear a minimum depth of 30 inches below final grade for frost protection. Foundations should have a minimum lateral dimensions of 18 inches for continuous footings and 24 inches for isolated column footings. All building footprints should be established entirely on uniformly undisturbed native materials or a minimum of thickness of 3 feet of structural fill. Foundations or floor slabs located within areas of collapsible areas should remove all or a portion of the potentially collapsible soils beneath foundations, floors, slabs and pavements and replace them with properly placed and compacted less permeable fill consisting of the on-site materials moisture conditioned to near optimum moisture content. Implement measures to limit surface water from wetting supporting

soils beneath foundations, floor slabs, and pavements. These measures include designing and maintaining positive surface drainage away from structures. See the geotechnical report for more site specific detail and information.

- **Slopes.** A slope analysis has been conducted for the development and areas of greater than 30 percent slope are identified within Exhibit “M”, Natural Resources Inventory Map. The existing contours at 2 foot intervals are also shown within this exhibit.
- **Statement of Findings.** The Statement of Findings can be found within the MDA.
- **Environmental Issues.**
 - **Wetlands.** No wetlands or sources of surface or shallow groundwater have been identified in the project site.
 - **Historical Sites.** Through the cooperation of Saratoga Spring’s citizens, three petroglyph locations have been identified within the project site. These rare finds are important to preserve. Unfortunately, preservation of these individual stones in their current locations is problematic. It is the intent of Edge Homes to work with the Utah Rock Art Research Association to determine the best methods of preservation. Whether it is placement within the common area of the development or donation to a suitable museum.
 - **Existing Trees.** Existing trees are very limited on the Mt. Saratoga site. In fact, only about 75 pinyon-juniper trees existing on the entire site. These types of trees are generally not preserved and will be replaced through the addition of street trees.
- **Compliance Assurance.**
 - **Architectural Standards.** The architectural standards for the development will be discussed in further detail in the Design Guidelines section later in this document.
 - **Common Area Maintenance.** Common area within the overall Mt. Saratoga will be limited to monumentation, isolated detention basins and areas within the multi-family land uses. A Home Owners Association (HOA) will be established for ownership and maintenance of these common areas. The HOA will be established under applicable Utah Law with all necessary authority and reserve accounts in order to ensure proper maintenance for the future. The community park area and amenities will be dedicated in phases to the City for ownership and maintenance.



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Mt. Saratoga
 SARATOGA SPRINGS, UTAH
EXHIBIT 20 - NATURAL RESOURCES INVENTORY MAP

- GEOLOGICAL HAZARDS**
 According to Utah County Hazard Mapping as published by Utah County Public Works Department, the following hazards have been identified through coordination with Utah County, USGS, MAG and other agencies:
- No faults are shown in the project site.
 - No fault ruptures are shown in the project site.
 - The project site has very low potential for liquefaction.
 - No flood hazards have been identified in the project site.
 - No landslide hazards have been identified in the project site.
 - No rock fall hazards have been identified in the project site.
 - No debris flows have been identified in the project site.
 - No wild fire hazards have been identified in the project site.
 - No dam failure risks have been identified in the project site.
 - No avalanche hazards have been identified in the project site.

- SOILS**
 A geotechnical investigation has been conducted on the Talus Ridge at Saratoga Springs development by Professional Service Industries, Inc., dated June 6, 2007. Excerpts from the investigation include:
- The subsurface soils encountered at the site consist of primarily of lean clay with sand and gravel (CL), silty clay (CL-ML), clayey sand with gravel (SC), loose poorly graded sand with gravel (SP), medium dense to very dense poorly graded gravel with sand (GP), silty sand (SM), silty gravel (GM) and bedrock. Collapsible soils were encountered in limited areas of the project site to depths ranging from 0-5 feet below existing site grades.
 - No subsurface water was encountered to the maximum depth investigated, approximately 14 feet in the borings and six feet in the test pits.
 - Footings bearing on undisturbed native soils may be designed using a maximum allowable bearing pressure of 1,500 psf. Footings bearing on properly placed on compacted structural fill may be designed using a maximum allowable bearing pressure of 2,000 psf. Footings should bear a minimum depth of 30 inches below final grade for frost protection. Foundations should have a minimum lateral dimensions of 18 inches for continuous footings and 24 inches for isolated column footings. All building footprints should be established entirely on uniformly undisturbed native materials or a minimum of thickness of 3 feet of structural fill. Foundations or floor slabs located within areas of collapsible areas should remove all or a portion of the potentially collapsible soils beneath foundations, floor slabs and pavements and replace them with properly placed and compacted less permeable fill consisting of the on-site materials moisture conditioned to near optimum moisture content. Implement measures to limit surface water from wetting supporting soils beneath foundations, floor slabs, and pavements. These measures include designing and maintaining positive surface drainage away from structures. See the geotechnical report for more site specific detail and information.
 - At the time of the site investigation, the project site consisted of vacant land, sparsely vegetated with weeds, shrubs, and various grasses.

The full geotechnical investigation is to be submitted separately and available for further detail. Additional site specific geotechnical investigations will occur over the course of the development to provide more site specific detail.

WETLANDS
 No wetlands exist on this site.

Legend

- Stands of Trees (PINYON-JUNIPER)
- Existing Gravel Road
- - - Existing Drainage Channel
- Abandoned Railroad Bed

DAMS, CANALS, AND CHANNELS
 No dams exist above this site. The Tickville Gulch traverses the southwest corner of the site project.

SHRUBS, TREES AND WILDLIFE
 Shrubs and trees are very limited within the project site. Vegetation consists of a few pinyon-juniper trees, sparse weeds, shrubs and various grasses. Wildlife is typical of the foothill areas of the Wasatch Front. No known endangered, threatened or rare flora or fauna are known to exist on the site.

FLOOD PLAIN DATA
 All project area is within flood zone "X" or areas determined to be outside 500 year flood plain as shown on FIRM map 490250015A (July 17, 2002)

MITIGATION REQUIREMENT
 If areas of proposed development are determined unsuitable due to any of the above conditions, acceptable mitigation must be completed prior to development, i.e. soil stabilization, historical sites, environmental hazards, etc.

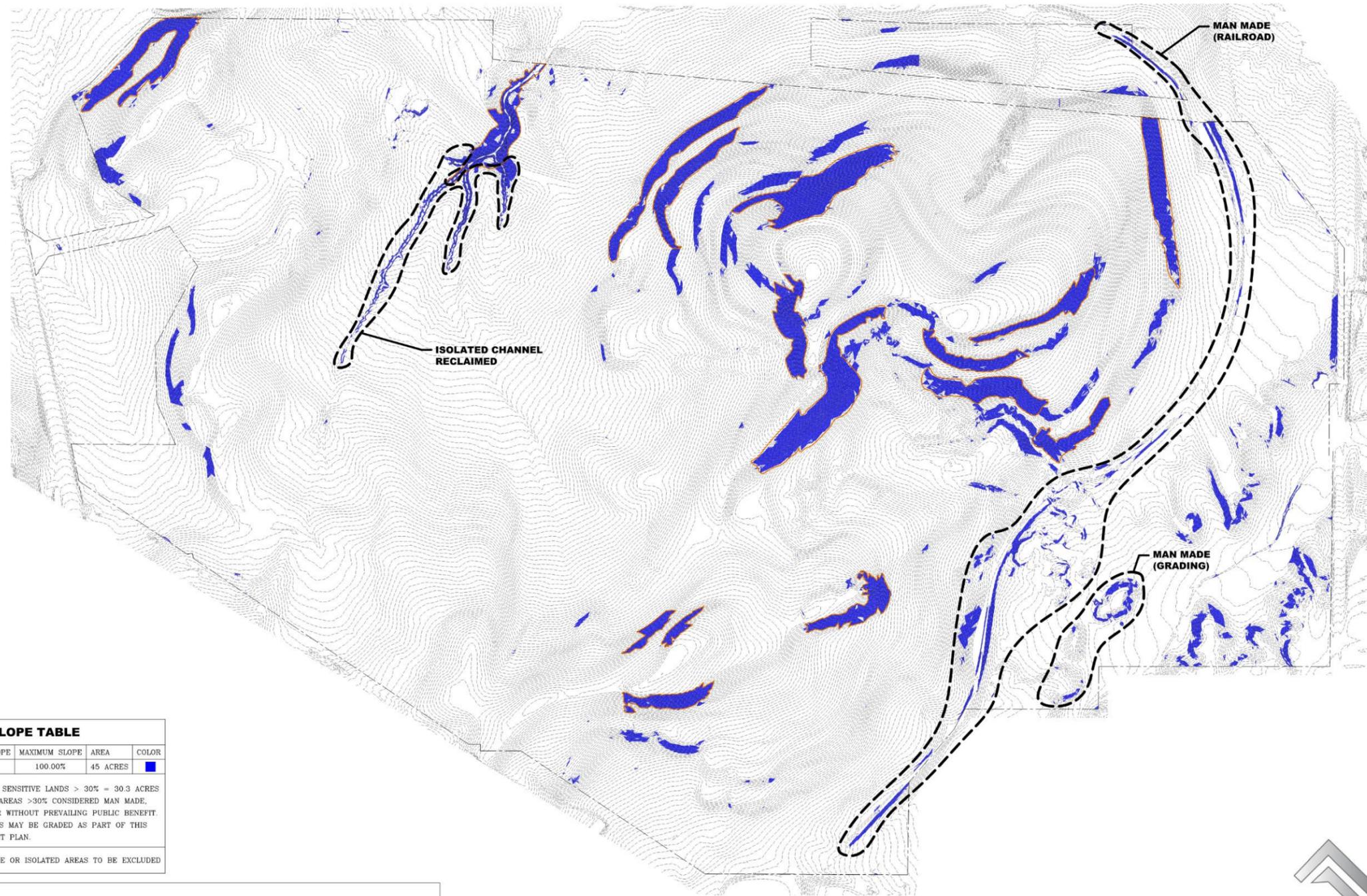
REVISIONS

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LEI PROJECT #:
 2014-1664
 DRAWN BY:
 TJP
 CHECKED BY:
 GDM
 SCALE:
 N.T.S.
 DATE:
 7/20/2016

SHEET
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Mt. Saratoga
 SARATOGA SPRINGS, UTAH

EXHIBIT 21 - SENSITIVE LANDS ANALYSIS

SLOPE TABLE

NUMBER	MINIMUM SLOPE	MAXIMUM SLOPE	AREA	COLOR
1	30.00%	100.00%	45 ACRES	■

DESIGNATED SENSITIVE LANDS > 30% = 30.3 ACRES
 ALL OTHER AREAS >30% CONSIDERED MAN MADE,
 ISOLATED OR WITHOUT PREVAILING PUBLIC BENEFIT.
 THESE AREAS MAY BE GRADED AS PART OF THIS
 DEVELOPMENT PLAN.

--- MAN MADE OR ISOLATED AREAS TO BE EXCLUDED

NOTE

1. AREAS WITH CONTIGUOUS SLOPES EQUAL TO OR GREATER THAN THIRTY (30) PERCENT. CONTIGUOUS SLOPE IS DEFINED AS AN AREA GREATER THAN ONE-HALF (0.50) ACRE WITH A MINIMUM DIMENSION OF ONE HUNDRED (100) FEET IN ANY DIRECTION. AREAS WITH SLOPES IN EXCESS OF THIRTY PERCENT MAY BE PROPOSED FOR DISTURBANCE IF THEY ARE ISOLATED, NOT PART OF A PROMINENT RIDGE LINE AND THEIR DISTURBANCE OR REMOVAL WILL NOT CREATE A HAZARD.

2. THIS EXHIBIT IS CONCEPTUAL IN NATURE. SLOPES AND GRADING WILL BE REVIEWED AS PART OF THE FINAL PLAT PROCESS.

REVISIONS

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CONCEPTUAL PLANS

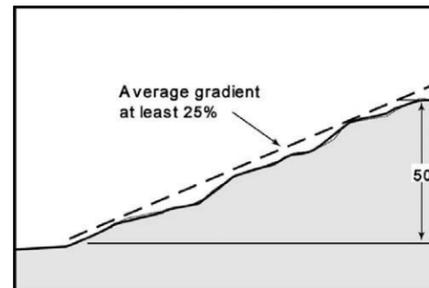
- **Wildlife Mitigation Plans.** The Division of Natural Resources has been contacted to determine whether there are any endangered species or wildlife that needs to be mitigated at this time. This document is forthcoming.
- **Open Space Management Plans.** The vast majority of the open space within Mt. Saratoga will be incorporated into the Community Park and be owned and maintained by the City. Parkstrips within Mt. Saratoga Boulevard and portions of Talus Ridge Boulevard to be maintained by Saratoga Springs with the exception of areas where landowners front along Talus Ridge Boulevard. The extent and amenities associated with the Community Park are included within the Open Space portion of this document. Open Space outside the Community Park and parkstrips, as identified within the Opens Space Master Plan, will be owned and maintained by an HOA.
- **Hazardous Material Remediation Plans.** No hazardous materials have been identified within the site. Should any hazardous materials be identified through further geotechnical investigation or site observation, acceptable mitigation must be completed prior to development.

SENSITIVE LANDS AND HILLSIDE STANDARDS

These standards are enacted for the Mt. Saratoga development in order to provide standards, guidelines, and criteria in order to minimize erosion, slope hazards and other environmental hazards that may result from development of hillsides in Saratoga Springs. In addition, these standards are intended to protect the natural scenic character of hillsides and to identify especially sensitive areas that may not be suitable for development.

The scope and application of the hillside standards are as follow:

1. Grading, filling, or excavating shall not result in risk of erosion, flooding, landslide, or any other unsafe condition.
2. These standards apply to all areas and projects that contain slopes on sites with an average gradient of at least twenty five percent (25%) and vertical elevations of at least 50 feet.
 - a. The measurement of the vertical elevation of the steep hillside shall consider the entire slope system and not only the individual portions of the slope with at least twenty-five percent (25%) gradient. That is, the measurement of the vertical elevation may include some areas with less than twenty-five percent (25%) gradient as long as the overall, predominant slope gradient is twenty-five percent (25%).
3. These standards are intended to supplement those set forth in the Subdivision Ordinance and other Chapters of the Land Development Code. In the event of conflict, these standards shall apply.
4. Detailed reports and plans are required, as outlined, which must be approved by the City before any construction will be permitted in designated sensitive land and hillside areas.



HILLSIDE DEVELOPMENT PROCESS AND STANDARDS

The following plans shall be submitted as part of the Preliminary Plat or Site Plan application in addition to all other requirements of Title 19. All reports and plans submitted herein shall be prepared by persons or firms licensed or certified to practice their specialty in the State of Utah.

1. Project Physical Constraint Requirements

- a. A project will not consist of any building envelopes on natural or manmade slopes over thirty percent (30%).
- b. The project will not show any structures within fifty feet (50') of any fault line.
- c. The project will not consist of activities on or disturbance of any wetland areas, except as approved by the Army Corps of Engineers.
- d. The project will not contain any platted lot within any landslide hazard areas, unless approved by the planning staff, Planning Commission or legislative body as part of the open space area.
- e. The project will not consist of any development within any flood hazard area.
- f. The project will not consist of any development within any shallow groundwater hazard areas, areas of springs, or seeps or surface water areas.
- g. The project will not consist of any development within any areas that are recommended locations for detention basins or established road and utility corridors.
- h. The project will avoid any development that will protrude above any ridgelines except as provided in the Design Guidelines in this document.

- i. Full geotechnical evaluation of the site.
- j. All proposed density for projects shall be approved by the county legislative body, after recommendation for or against from the Planning Commission.

2. Sensitive Area Identification and Protection Plan. This plan shall identify all areas within the project that are sensitive land and are to be protected from disturbance. These areas should generally be placed in protected open space. The following standards shall be applied during the preparation of the Sensitive Area Protection Plan:

- a. A map shall be prepared identifying the existing slopes on the property with classifications of slope in five percent (5%) increments (i.e. 0-5%, 5-10%, etc.)
- b. Identification of prominent ridge lines. Prominent ridge lines are those ridges in which all or part of a permanent structure would be visible against the skyline, ie., it would extend higher than the highest landform located behind the structure when viewed from the intersection 800 West and Pioneer Crossing, 800 West and Talus Ridge Blvd, and 800 West and Pony Express Parkway.
- c. Areas with contiguous slopes equal to or greater than thirty percent shall be considered sensitive areas and are to be protected. Contiguous slope is defined as an area greater than one-half (0.50) acre with a minimum dimension of one hundred (100) feet in any direction and shall be subject to the following conditions:
 - i. Areas with slopes in excess of thirty percent may be proposed for disturbance if they are isolated, not part of a prominent ridge line and their disturbance or removal will not create a hazard to public or private property.
 - ii. In those cases where the disturbance of slopes equal to or greater than thirty percent, disturbance shall be limited to only that area necessary for the construction of a road, trail or other approved structure. These structures shall be designed to minimize impacts on these slopes.
 - iii. Man-made slopes equal to or greater than thirty percent may be amended if it is determined by the City that the change in grade will restore the area to a more natural condition or if it will improve the stability of a previously disturbed area.
- d. Filling, piping or dredging of historic drainage channels shall be prohibited unless approved by the City based on determination that the affected portion is either no longer functioning as a drainage channel, is not necessary to capture storm water flows, or will not result in any increased potential flood risks. Drainage channels shall be identified and include, at a minimum, those drainage channels with tributary areas that extend outside the boundary of the proposed project.
 - i. Natural drainage courses should be retained where feasible, with historical flows being maintained.
 - ii. In those cases where either pedestrian or vehicular access over a major drainage channel is found to be necessary or desirable, disturbance shall be limited to only that area necessary for the construction of a bridge, culvert, or other approved structure. Bridges, culverts, or other structures crossing water courses, gullies, stream beds, or storm water runoff channels shall be designed to minimize impacts on these natural drainage corridors.
 - iii. Tickville Wash tributary located in the southwest corner of Mt. Saratoga may be piped, based on an approved hydrogeologic study.
- e. A geological report shall be prepared by a geotechnical engineer or geologist licensed by the State of Utah. The Geology Report shall contain, at a minimum, the following:

- i. Identification of any zones of deformation with respect to active faults or other mass movements of soil and rock.
- ii. Identification and mapping of anomalies of the terrain or characteristics of the geological materials which would have any potential impact upon the use of the site.
- iii. Active or inactive landslide areas.
- iv. Written recommendations for construction of proposed structures or public improvements to minimize or avoid impacts of potential geologic hazards.

3. Grading Plan. Project areas may be proposed for disturbance if they fall outside of the protected areas identified in the Sensitive Land Protection Plan or meet the conditions outlined within the Sensitive Land Protection Plan. The grading plans for such areas shall comply with the following standards:

- a. Slopes 50% or greater within residential lots shall be supported by a geotechnical report prepared and certified by a qualified professional, that such slopes will be stable and will not create a hazard to public or private property. The report shall provide recommendations on the methods and procedures for the creation of such slopes.
- b. All cut, filled, and graded slopes shall be re-contoured to blend into the natural grade of surrounding land.
- c. All permanent cuts and fills shall be constructed and stabilized to minimize settlement, sliding, or erosion damage to streets, curbs, gutters, sidewalks, or buildings.
- d. When the top of a steep hillside is cut and fill is placed on the hillside, the fill slope should be blended with the natural steep hillside.
- e. The transition between manufactured slopes and natural topography should be blended to avoid harsh angular lines.
- f. Cutting and grading to create benches or pads for building sites shall be minimized where possible.
- g. Steep hillside areas should not be mass graded to create a large flat pad. Instead, smaller stepped pads should be used that follow the existing topography
- h. Berms, interceptor drains, swales or other devices shall be provided at the top of retaining walls and cut or fill slopes to prevent surface waters from overflowing onto and damaging the face of a slope or adjacent properties.
- i. A Grading Plan may not be used solely for the purposes of mining of materials.

4. Development on Slopes. Development should be concentrated in the least steep areas of the site in order to preserve as much of the natural terrain as possible.

- a. Varied lot sizes and designs shall be utilized in order to reduce the amount of grading required and preserve natural landforms.
- b. Building pads shall be located in order to preserve as much of the natural terrain as possible.
- c. Lots shall be designed to fit the natural contour of the site rather than the site being altered to fit a particular structure type.
- d. Large flat pads shall be avoided in favor of stepped, or split-level structures that follow the general contours of the site.
- e. Structure designs and foundation types shall be utilized that are compatible with the existing steep hillside conditions and require less grading.
- f. Retaining walls shall be constructed with the following criteria:
 - i. A single rock retaining wall shall not exceed ten feet in height as measured from the lowest adjacent grade to the top of wall.
 - ii. When the overall retained height would exceed ten feet or materials other than rock are to be utilized, the retaining wall shall be broken into a maximum of three stepped walls with

- no individual wall exceeding six feet in height as measured from the lowest adjacent grade to the top of wall.
- iii. The width of the terrace between any two vertical retaining walls shall be at least half the height of the highest wall as measured from the face of each wall with a minimum horizontal distance of 3 feet.
- iv. All retaining walls greater than two feet must be designed by an engineer licensed by the State of Utah.
- v. Retaining walls shall be located a minimum of 4' from primary structures. Walls shall not be located within PUE's unless a release is obtained from all applicable utility companies.
- vi. Terraces created between retaining walls shall be permanently landscaped.
- vii. The color of retaining walls shall blend with the natural terrain.

5. Landscaping Preservation and Revegetation Plan - The Landscaping Plan shall be prepared by a licensed Landscape Architect and consist of a survey identifying existing vegetation and a revegetation plan showing both how disturbed areas will be restored and how the proposed grades will be stabilized.

- a. Vegetation Survey – A survey of the existing site shall show the location of existing vegetation and identification of plant species existing on the development site.
- b. Vegetation Preservation Plan – Existing Vegetation shall be preserved to the maximum extent practical.
 - i. All existing vegetation within and adjacent to major drainage channels shall be preserved to the maximum extent possible.
 - ii. Riparian areas shall be protected. If already disturbed, these areas shall be restored with additional native or adapted planting.
 - iii. Areas of significant trees and vegetation may not be disturbed unless specifically approved by the City. This includes large trees of six-inch caliper or greater, groves of five or more smaller trees, or clumps of shrubs covering an area of fifty square feet or more measured at the drip lines.
 - iv. In areas determined to be highly susceptible to fire hazards (including areas determined to be part of the Wildland Urban Interface), vegetation may be selectively pruned, thinned, and regularly maintained to help minimize the risk of property damage from wildfire and to provide space for fire-fighting equipment and personnel.
- c. Revegetation Plan - All areas of the site that will be cleared of natural vegetation in the course of development shall be replanted with native or adapted trees and other plant material vegetation possessing erosion control characteristics at least equal to the natural vegetation which was removed. The revegetation plan shall also specify slope stabilization and erosion control measures that will be implemented.
 - i. The revegetation plan shall include a plant schedule listing the plant species and seed mixes to be used for stabilization and revegetation. Revegetation species shall follow city standards.
 - ii. All disturbed areas shall be stabilized no later than thirty days after the disturbance is complete. Reseeding may be delayed until the earliest planting season thereafter if temporary stabilization measures are implemented in the interim.
 - iii. Any areas with existing vegetation disturbed according to an approved Grading Plan shall be revegetated. To the maximum extent practical, existing vegetation shall be replaced in kind.
 - 1. Any slope 3:1 or steeper shall have control matting, tackifier fabric or other approved erosion control method installed in addition to reseeding or revegetation.
 - 2. New or disturbed ditches and swales in excess of 1 percent slopes shall have straw wattles installed at 100' intervals to minimize scour and reduce flow velocities.

- iv. Use of fire-resistant plants for revegetation is required in areas identified as a Wildland-Urban Interface.
- v. Should existing trees need to be replaced, an area of revegetation must be identified and similar number and species of trees with a minimum 2-1/2" caliper planted.

DESIGN GUIDELINES

The development standards established in the Community Plan are intended to act as guidelines for the subsequent Village Plans. Therefore, minimum standards have been established at the community wide level and more appropriate site specific standards will be established at the Village Plan level.

1.1 Single Family Residential:

- Lot Regulations:
 1. Lot Size. The following minimum lot size shall be provided and maintained for each dwelling and uses accessory thereto:
 - b. Village 1 - An area of not less than 4,000 square feet.
 - c. Village 2 – An area of not less than 5,000 square feet.
 - d. Village 3 – An area of not less than 3,500 square feet.
 - e. Village 4 – An area of not less than 4,500 square feet.
 - f. Village 5 – An area of not less than 3,500 square feet.
 2. Width. The minimum width for any residential lot shall be 45 feet at the designated front setback. The minimum lot frontage along a public right-of-way shall be 20 feet.
 3. Front Yard Requirements. The minimum front yard setback shall be 20 feet as measured from a public right-of-way to the garage, and 16 feet measured to foundation of living space, a covered front porch or patio, if present.
 4. Side Yard Requirements. All dwelling structures, other main buildings and accessory buildings requiring a building permit shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
 5. Rear Yard Requirements. All dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Uncovered decks, patios and accessory buildings requiring a building permit shall be set back from the rear property line a minimum of 5 feet.
 6. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be 20 feet as measured from a public right-of-way to the garage and 16 feet measured to foundation of living space, a covered porch or patio, if present.
 7. The minimum lot size as outlined above shall not contain slopes above 30%. Slopes designed to accommodate daylight or walkout basements are excluded from this requirement.
- Cluster Housing and Other Non-Traditional Single Family Lots:
 - All design criteria for Cluster Housing and other non-traditional single family lots will be established with each Village Plan, if applicable. Design criteria changes will include setbacks and shared driveways.
- Size of Buildings:
 1. Height of Buildings. All single family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
 2. Minimum Square Feet. The following requirements apply to dwelling sizes in single-family development areas:
 - One-Story Dwellings. The minimum finished square footage shall be 1,000 square feet of living space above grade.
 - Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.

- Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.
- 3. Maximum Lot Coverage. The maximum lot coverage shall be fifty-five percent.

1.2 Two and Three Family Residential

- Lot Regulations:
 1. Lot Size. The following minimum lot size shall be provided and maintained for each dwelling and uses accessory thereto:
 - a. Two Family Residential – An area of not less than 6,000 square feet.
 - b. Three Family Residential – An area of not less than 8,000 square feet.
 2. Width. The minimum lot frontage along a public right-of-way shall be 20 feet. The minimum width for any residential lot at the designated front setback shall be:
 - a. Two Family Residential – 70 feet.
 - b. Three Family Residential – 80 feet.
 3. Front Yard Requirements. The minimum front yard setback shall be 20 feet as measured from a public right-of-way to the garage, and 16 feet measured to foundation of living space, a covered front porch or patio, if present.
 4. Side Yard Requirements. All dwelling structures, other main buildings and accessory buildings requiring a building permit shall be set back from each side property line a distance of at least 5 feet. Setbacks shall be measured to the foundation.
 5. Rear Yard Requirements. All dwelling structures shall be set back from the rear property line a minimum of 15 feet as measured to the foundation. Uncovered decks, patios and accessory buildings requiring a building permit shall be set back from the rear property line a minimum of 5 feet.
 6. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be 20 feet as measured from a public right-of-way to the garage and 16 feet measured to foundation of living space, a covered porch or patio, if present.
- Mansion Housing and Other Non-Traditional Lots:
 - All design criteria for Mansion Housing and other non-traditional lots will be established with each Village Plan, if applicable. Design criteria changes will include setbacks and shared driveways.
- Size of Buildings:
 1. Height of Buildings. All single family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
 2. Minimum Square Feet. The following requirements apply to dwelling sizes in single-family development areas:
 - One-Story Dwellings. The minimum finished square footage shall be 1,000 square feet of living space above grade.
 - Multi-Story and Split Level Dwellings. The minimum finished square footage shall be 1,200 square feet of living space above grade.
 3. Maximum Lot Coverage. The maximum lot coverage shall be fifty-five percent.

1.3 Attached Multi-Family Residential:

- Lot Regulations:

1. Front Yard Requirements.
 - Front Load Units: The minimum front yard setback shall be 18 feet, as measured from the back of sidewalk or curb to the garage, and 12 feet measured to foundation of living space, a covered front porch or patio, if present.
 - Alley Load Multifamily Units: There is no minimum setback from alley to foundation of garage and living space.
2. Side Yard Requirements. Side yard setbacks shall be a minimum of 10 feet measured from property line to foundation. The side yard setback requirements shall not apply to any internal property lines; distances between buildings shall govern side yard requirements for buildings adjacent to internal property lines.
3. Rear Yard Requirements. Rear yard setbacks shall be a minimum of 15 feet measured from property line to foundation.
4. Corner Lots. On corner lots, the side yard setback on the street side of the lot shall be a minimum of 15 feet to foundation.
5. Distances between buildings. The minimum distance between side yards of buildings is 10 feet measured from foundations. The minimum distance between rear yards of buildings is 20 feet measured from foundations.

- Size of Buildings:

1. Height of Buildings. All attached multi-family buildings shall be no higher than 35 feet as measured per Saratoga Springs Land Development Code.
2. Minimum Square Feet. The minimum finished square footage shall be 800 square feet above grade.

- Parking Requirements:

1. Two parking stalls to be provided for each unit, one which must be covered. Tandem parking of garage or driveway shall be allowed. In addition, 0.25 visitor stalls shall be provided per unit.

1.4 Multi-family Residential:

- Lot Regulations:

1. Setback Requirements. All multi-family residential buildings shall have a minimum setback of 10 feet from property line to foundation from any public or private right-of-way. The side yard setback requirements shall not apply to any internal property lines; distances between buildings shall govern side yard requirements for buildings adjacent to internal property lines.
2. Distances between buildings. The minimum distance between side yards of residential dwellings is 15 feet measured from foundations. The minimum distance between front and rear yards of residential dwellings is 15 feet measured from foundations.
3. Accessory Buildings. The minimum distance between main buildings and accessory buildings shall be 10 feet measured to foundation. All detached garages shall have no minimum setback requirement when adjacent to non-residential zones and shall have a minimum setback of 5 feet from property lines adjacent to residential zones, any public right-of-way, and the peripheral property line of the Talus Community boundary.

- Size of Buildings:

1. Height of Buildings. All multi-family buildings in the multi-family residential development area shall be no higher than 45 feet as measured per Saratoga Springs Land Development Code.
2. Minimum Square Feet. The minimum finished square footage shall be 600 square feet for a single bedroom dwelling unit and 800 square feet for a two or more bedroom dwelling unit.

- Parking Requirements:

1. Two parking stalls to be provided for each unit, one which must be covered. Tandem parking of garage or driveway shall be allowed. In addition, 0.25 visitor stalls shall be provided per unit.

2.0 Architectural Standards:

The architectural standards in this section are intended to establish general guidelines for the Mt. Saratoga Community Plan and more detailed standards will be established within each Village Plan. Listed in this section are examples of architectural styles that will be acceptable in any of the subsequent Village Plans. Architectural styles that include extreme colors, construction materials, or styling will not be allowed within the Mt. Saratoga Community Plan. However, reasonable variations in the architectural styles and construction materials are allowed and will be necessary to give flexibility for future trends in the market place. All variations in style and material require formal approval from the Mt. Saratoga Architectural Review Committee (MARC).

2.1 Floorplan and Exterior Color Scheme Mixing:

In an effort to promote the design of subdivisions with a variety of floorplans, the following community wide restriction will be enforced:

- No single family homes may be built on lots next door to or directly across the street from a previously selected single family home with the same floorplan unless the following criteria are met:
 - The home must be a Contemporary elevation, in the event that the home conflicting is any other elevation.
 - Traditional, Craftsman, and Bungalow are considered the same elevation.
- No main body exterior color can be built next door or directly across the street from a previously selected main body exterior color.

2.2 Traditional Architecture:

- Square columns wrapped in stucco with stone wainscot
- Arched beam above front porch wrapped in stucco
- Stucco covering main sections of home with fiber cement siding (FCS) accents in gables
- Eyebrows on all gable ends

2.3 Craftsman Architecture:

- Square front porch beams wrapped in FCS
- Hardie siding covering main portions of home with accents of FCS in gables
- Square front porch columns wrapped in FCS

2.4 Bungalow Architecture:

- Tapered front porch columns wrapped in FCS with stone wainscot
- Square front porch beams wrapped in FCS
- Occasional clipped gable (Dutch hip) on front gables in front elevation
- Corbels placed in gables
- Triangle soffit Vents accents

2.5 Contemporary Architecture:

- Front porch columns range from 3/4 height stone, full height stone, and wider tapered style.
- Beam above front porch are square wrapped in FCS.
- FCS elements on lower portions of home building upward into stucco.
- Lower pitch roof ranging from 5/12 – 7.5/12
- Hip roofs for all roof lines
- Roof overhang at 1'-6"
- Varying heights on stone wainscoting across front elevation

2.6 Additional Architectural features:

- Metal Roofing Accents
- Window Grids
- Shed Roofs Over Windows
- Shed Roof Over Garage

3.0 Perimeter Buffers and Fencing:

- Perimeter Buffering: No structure (excluding signs, entry features, and accessory buildings) may be closer than ten feet to the peripheral property line of Mt. Saratoga Community boundary.
 1. The area within this ten foot area is to be used as a buffer strip and may be counted toward open space requirements and required building setbacks.
- Fencing: All fencing to be installed as per Saratoga Springs City ordinance.

4.0 Architectural Review Committee:

In order to create, maintain and improve the integrity of the community, and to establish and implement a consistent and harmonious design concept and to protect and promote the present and future values of the Mt. Saratoga Community, all exterior, architectural building elevations and building materials, colors and usage design, site plan and landscape treatments, wall and fencing, and signage within the Project shall be subject to a design review process and approval by the established Mt. Saratoga Architectural Review Committee (the "MARC"). The MARC shall review and approve all residential site plans and building permits prior to beginning the City of Saratoga Springs submittal and review processes. The MARC shall consist of representatives from the following: Developer and a selected team of design professionals, i.e. planners,

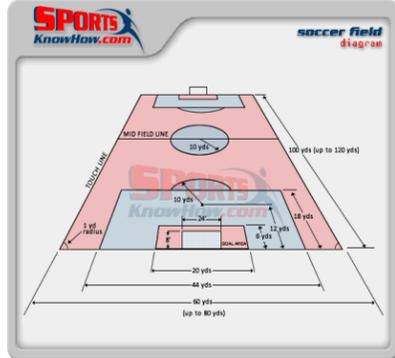
engineers, architects, contractors, etc. Developer shall retain the right to retain or replace members of the MARC at its discretion.

5.0 Ridgeline Development

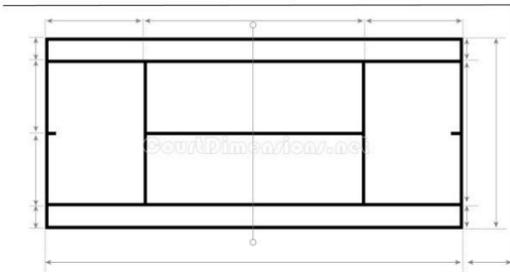
- Lots and associated building pads located on a prominent ridgeline of Mt. Saratoga within Village 5 shall incorporate the following guidelines in order to limit the adverse effects of structures:
 - Exterior wall colors and roof surfacing materials must be based on earth tone colors found most commonly in the land and vegetation around the structure.
 - Reflective materials and bright colors that create dramatic contrast shall not be used.
 - The use of trees and other appropriate landscape improvements to be used to mitigate the visual impact of the structure.
 - Exterior lighting to be shielded from direct point source view.
 - Exposed basement foundations to be screened with vegetation or stepped foundations utilized to a minimum of one-half (1/2) of its height.

OPEN SPACE STANDARDS

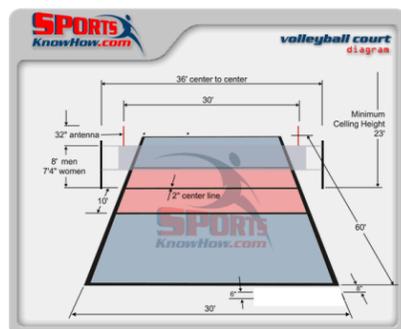
26. "Soccer Field" means a play field a minimum of 180 feet by 300 feet in area, and striped with paint to support the play of soccer as shown in the graphic below:



27. "Splash Pad" means a recreation area for water play with little to no standing water. May include fixed or movable spray or drip features and nozzles.
28. "Swimming Pool" means a man-made structure or tank constructed to hold water deep enough to permit swimming and other water based recreation. Minimum depth of six feet where diving is permitted; does not include wading pools. Minimum dimensions of 80 feet by 16 feet for a two-lane lap pool, or 50 feet by 25 feet for a non-lap pool.
29. "Tennis Court" means a level rectangular area for the playing of tennis. Minimum dimensions of 27 feet by 78 feet for a singles court; minimum dimension of 38 feet by 78 feet for a doubles court, striped in the following manner:



30. "Trash Can" means a waste receptacle for either trash or recyclables, minimum capacity of 50 gallons, permanently mounted on concrete.
31. "Unimproved" means open space left or planted in a native state, without the addition of amenities.
32. "User" means a person accessing open space for recreation, relaxation, or other purpose. Refers to residents of a development for privately maintained open space, or to the public for publicly maintained open space.
33. "Volleyball Court or Pit" means a level rectangular area with a net structure for the playing of volleyball. Minimum area of 1800 square feet. May be a lowered or level sand surface, or a hard level surface. Minimum dimensions as shown in the graphic below:



34. "Wading Pool" means a man-made structure or tank constructed to hold a small amount of water for water play that is not deep enough to permit swimming.
35. "Workout Station" means an industrial or commercial grade fitness components or devices designed to offer exercise opportunities to users, permanently mounted and meeting ASTM standards.

Equivalent Acres.

1. **Equivalent Open Space.** As used in these standards, open space requirements are calculated based on Equivalent Open Space acres, where different types of open space qualify as more or fewer acres. For each acre of required open space, the requirement may be met through a variety of open space types, according to the table below and as defined:

- a. **Method:** Multiply each acre or portion thereof, for each category provided, by the multiplier to determine the Equivalent Open Space acreage:

EQUIVALENT ACRE FORMULA	
Category of Open Space Provided:	Multiplier:
Unimproved, not Sensitive Lands	0.30
Sensitive Lands - no access	0.15
Sensitive Lands - limited access	0.45
Improvement of existing City owned open space	0.67
Detention basin - limited access	0.67
Detention basin - no access	0 - no credit
Partially Improved	0.75
Fully improved with limited access	0.75
Fully Improved with full access	1

- b. **Compliance:** The overall Community Plan and subsequent Village Plans must show calculations based on the method outlined above to demonstrate adequate Equivalent Open Space acreage. Village Plans must meet the minimum Equivalent Open Space acreage on a cumulative basis.

2. **Community Plan Calculation:** The Equivalent Open Space requirement for the Community Plan for Talus Ridge at Saratoga Springs is calculated as follows, resulting in 117.8 Equivalent Acres:

EQUIVALENT ACRE FORMULA				
Category:	Multiplier:	Actual Acres provided	Equivalent Acre Formula:	Equivalent Acres Provided:
Unimproved, not Sensitive Lands	0.30	148.7	148.7 x 0.30	44.6
Sensitive Lands - no access	0.15			
Sensitive Lands - limited access	0.45	30.5	30.5 x .45	13.7
Improvement of existing City owned open space	0.67			
Detention basin - limited access	0.67	14.0	14.0 x .67	9.4
Detention basin - no access	0 - no credit			
Partially Improved	0.75			
Fully improved with limited access (Within Multi-Family)	0.75	13.0	13.0 x 0.75	9.7
Fully Improved with full access (Community Park)	1	29.7	29.7 x 1	29.7
TOTALS		235.9		107.2

Minimum Required Open Space.

- Open Space Required.** A minimum of one Equivalent Acre of park space is required for every 40 residential units within the overall Community Plan or subsequent Village Plan. With a proposed number of residential units of 2,688, the required Equivalent Open Space requirement is 67.2 acres.
- Minimum percentage.** In addition to meeting the minimum Equivalent Open Space requirement, to ensure a livable community, in no case shall the percentage of total actual acres provided for open space within the overall Community Plan be less than 30% as defined by City Code.
- Other Limitations.** In no case may the cumulative total of the following categories qualify for more than 50% of a development's Equivalent Acre requirement.
 - Unimproved, not Sensitive Lands
 - Sensitive Lands - no access
 - Detention basin – no access

Minimum Required Amenities.

- Minimum Points.** In order to meet the needs of new residents in each Community Plan or Village Plan, amenities equaling a minimum of **50** points per **required** Equivalent Open Space acre must be provided. The amenities may be distributed across all provided acres, but the point requirement is based only on the required Equivalent Open Space acres. For the overall Community Plan, the minimum point requirement is 3,360 (50 x 67.2).
- Points Per Amenity.** Each recreational amenity is worth a number of points. For appropriate spacing of amenities, each item also has a minimum square footage requirement.
- Mixture of Amenities and Required Amenities.**
 - The Community Plan must show the locations of an adequate mixture of amenities.
 - Each Village Plan must incorporate a mixture of amenities, including at least one separate item each from Categories A, B, C, D, E, and F. Village Plans must meet this requirement on a cumulative basis.
 - All park areas over 5 contiguous acres of improved open space are required to provide a minimum 1-toilet restroom.
 - When an amenity is proposed that is not listed, Planning Director shall compare the cost and capacity of the amenity with amenities in this table to determine a comparable point value and category.

Item	Min sq.ft per item	Category	Points
Amphitheater (100 person capacity)	2500	A	500.0
Pedestrian Underpass	9' x 12'	A	150.0
Clubhouse	1,000	A	150.0
Skate Park - one pit	10000	A	144.1
Swimming Pool, 2 lane equivalent	3000	A	137.5
Restroom 3+ Toilets	400	B	92.8
Pavilion - extra large	1250	B	75.0
Splash Pad (25 people)	2250	B	62.5
Play Field - full size (soccer, football, etc.)	56000	B	55.0
Pavilion - large	900	B	50.0
Frisbee Golf	3 Acres	B	50.0
Pavilion – (group)	650	C	42.4

OPEN SPACE STANDARDS

Tennis Court	7200	C	40.1
Additional Equivalent Open Space	1 Acre	C	40.0
Restroom 1-2 Toilets	200	C	37.4
Play field – half size	28000	C	27.5
Zipline, per 75 linear feet of rideable line	600	C	27.5
Playground Structure (1-platform)	250	C	26.0
Play or skate features – eg rock wall or kicker	200	C	25.0
Dog Park	1 Acre	C	25.0
Trail, hard surface, per 1000 linear feet	10000	D	20.6
Swingset	100	D	12.5
Basketball 1/2 court	2350	D	8.3
Pickleball court	2350	D	8.3
Pavilion (picnic shelter)	350	D	5.7
Horseshoes, tetherball, or similar	250	D	5.0
Baseball Diamond - Little League© size	56000	E	4.4
Bleachers - per section	450	E	2.8
Trail, soft surface, per 1000 linear feet	5000	E	1.5
Art - 1 statue, sculpture, or other single piece	50	E	1.3
Volleyball pit	1800	E	1.3
Drinking fountain	9	F	1.1
Table	75	F	0.8
Trash Can – Required w/ Pavilion or park	25	F	0.7
Bike Rack, 4-bike capacity	30	F	0.6
Workout station	100	F	0.5

Bench	50	F	0.4
BBQ Grill	25	F	0.3
Parking - 1 space (hard surface)	200	P	0.7
Parking - 1 space (soft surface)	200	P	0.1

Phasing.

1. If the construction of various portions of the project is proposed to occur in stages, then the following standards shall be met.
 - a. All Village Plans shall contain a Phasing Plan, including size and order of each phase and schedule of improvements to be installed, shall be approved by the Planning Director.
 - b. Open Space improvements shall be installed with a value or acreage in proportion to the acreage developed with any given Village Plan. The Developer may install open space in excess of the proportionate amount for each Village and bank open space credits towards later Villages; however the open space installed must be a part of the open space shown in the Phasing Plan.
 - c. A perpetual instrument running with the land shall be recorded against the entire Village Plan prior to or concurrently with the recordation of the first plat, that includes the standards, location, funding mechanism, values, and timing for all open space, recreational facilities, amenities, open space easements, and other improvements. An open space plat, conservation easement, development agreement, or other perpetual instrument may qualify as determined by the City Attorney.

Maintenance and City Acceptance.

1. **General Maintenance.** All open space shall be maintained regularly, by the property owner or HOA as appropriate, to maintain a clean, weed-free, and healthy appearance.
2. **Turf and Plantings.**
 - a. Turf shall be maintained at a maximum height of 3-4 inches.
 - b. Turf and plantings shall be fully established and kept free of broadleaf weeds and other invasive species.
 - c. Fertilizer shall be applied as necessary.
3. **Irrigation.**
 - a. Irrigation shall comply with all City watering restrictions and guidelines, and shall begin no earlier than April 15th and shall end no later than October 15th of every year.
 - b. Irrigation systems shall be maintained to operate efficiently, with leaks and malfunctions repaired promptly.
 - c. Components and nozzles shall be utilized to keep a uniform distribution of spray per irrigation zone.
 - d. Water shall be limited to irrigable areas and shall not cross onto hardscape such as sidewalks and streets.

- e. Water-saving devices, including smart timers and rain sensors, shall be utilized to ensure efficient use of water, and to prevent watering during precipitation.
4. **Amenities.**
- a. Amenities shall be maintained in clean, safe, working order. Rust shall be removed annually.
 - b. Broken or malfunctioning amenities shall be repaired or replaced promptly.
 - c. Proper maintenance schedules as recommended by the manufacturer or industry for each amenity shall be followed.
5. **City Acceptance:** the City shall be responsible for the maintenance of all open space dedicated to and accepted by the City for public ownership and use, or where a permanent public use and City maintenance agreement has been recorded. The City may only accept dedication or easements for open space that meets one or more of the following criteria:
- a. Regional trail corridors that are identified on the City Trails Master Plan and built to City standards, as well as crucial connections between such corridors.
 - i. Trail corridors dedicated to the City shall have a minimum width of fifteen feet.
 - ii. Public access trail easements through privately owned open space shall include only the area from exterior edge of trail surface to exterior edge of trail surface with adjacent landscaping maintained by the owner of the adjacent property.
 - b. Public parks over 5 Equivalent Acres with a minimum average of [125] points of amenities per **partially or fully improved** Equivalent Acre.
 - c. Public parks of less than 5 Equivalent Acres only when offering a major public benefit such as trailhead parking or other need identified in the City Parks and Trails Master Plan, and containing a minimum average of [150] points of amenities per **partially or fully improved** Equivalent Acre.

DEVELOPMENT AGREEMENT

A Master Development Agreement has been prepared for this Community Plan and is contained within a separate document.

****City Recommended Version****

WHEN RECORDED, RETURN TO:

CITY OF SARATOGA SPRINGS

Attn: City Manager
1307 N. Commerce Drive
Saratoga Springs, Utah 84045

**AMENDED AND RESTATED
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
MT. SARATOGA PROJECT**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT (this “**Agreement**”) is entered into and effective as of _____, 2016, by and among LEADING EDGE DEVELOPMENT, LLC, a Utah limited liability company (“**Edge**”), and DCP SARATOGA LLC, a Utah limited liability company (“**DCP**”, and together with Edge, individually and collectively, the “**Developer**”), and the CITY OF SARATOGA SPRINGS, a municipal corporation and political subdivision of the State of Utah (the “**City**”) (individually a “**Party**” and collectively the “**Parties**”).

This Agreement amends, replaces, and restates in its entirety that certain Master Development Plan Agreement for Mt. Saratoga Project between the City and Mt. Saratoga, Inc., Developer’s predecessor in interest, dated January 28, 2004 and recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County, as amended and modified by that certain Amendment to Master Development Plan Agreement for Mt. Saratoga Spring Project dated September 14, 2004 and recorded June 27, 2007 as Entry No. 93455:2007 (hereafter known as the “**Saratoga Heights Project**”) dated June 26, 2007 (collectively, as amended, the “**Original Development Agreement**”).

RECITALS:

A. DCP owns approximately 688.05 acres of real property located within the municipal boundaries of the City of Saratoga Springs, Utah County, State of Utah, as more particularly described in Exhibit “A” (the “**Property**”) attached hereto and incorporated herein.

B. DCP and Edge have entered into an agreement providing for the development of the Property by DCP and Edge.

C. Developer desires and intends to develop the Property as a master-planned community to be known as Mt. Saratoga (the “**Project**”) as generally depicted on a conceptual use map prepared by Developer and contained in the Community Plan (the “**Use Map**”).

D. Developer's predecessor in interest and the City previously entered into the Original Development Agreement in connection with the planned development of the Property. Developer and the City desire to amend, replace, and restate the Original Development Agreement in its entirety to reflect the agreement of the Parties with respect to the development of the Property as set forth herein.

E. Developer has filed with the City a complete application for a rezone and general plan amendment to change the Property from the current zone and general plan designation to Planned Community (the "**Planned Community District**") and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City's Land Development Code (collectively, the "**Planned Community Application**"). At the time the Original Development Agreement was entered into, the Planned Community District zoning designation was not available, which zoning designation is intended for larger developments like the Project.

F. In connection with the Planned Community Application, Developer filed with the City a complete application to adopt a Community Plan for the Project as provided in the City's Land Development Code (the "**Community Plan**").

G. On July 28, 2016, the City's Planning Commission recommended approval of the Planned Community Application and the Community Plan and forwarded the application to the City's City Council for consideration.

H. On _____, the City's City Council approved the Planned Community Application (the "**Planned Community District Approval**"), the Community Plan, the rezoning of the Project in accordance with the Community Plan, and an amendment to the City's General Plan, all subject to approval of this Agreement.

I. The City finds the Planned Community District Approval, the Community Plan, and the Use Map (i) do not conflict with any applicable policy of the City's General Plan; (ii) meet the spirit and intent of the City's Land Development Code; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) provides for the installation of infrastructure improvements that will benefit not only the Project but also the City and properties in the vicinity of the Project, and (v) meet applicable use limitations and other requirements of the Planned Community District.

J. The City 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 A, the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit B, and in the Report of Action and staff reports collectively attached hereto as Exhibit C. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits A, B and C, and

K. The City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved and (ii) the financial capability to carry out the Project in accordance with this Agreement.

L. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

M. Each of the Parties is willing to enter into this Agreement in order to implement the purposes and conditions of both the Planned Community District Approval, the Community Plan, and the Use Map for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and the City's Land Development Code.

N. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, *et seq.* ("**Utah Municipal Land Use, Development, and Management Act**"), and after all required public notice and hearings, the City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) the City's General Plan, and (iii) the City's Land Development Code. As a result of such determination the City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the City's Land Development Code in effect on the date of the Application for the Planned Community District or, if different, by this Agreement or applicable State statute (as provided in the 2013 amended Section 102, *Definitions*, of the Utah "Impact Fee Act", Utah Code Annotated, Chapter 36a), as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 "**City's Standard Technical Specifications and Drawings**" means the standards and specifications that the City uses for construction of public and private improvements, as amended.

1.2 **“Community Plan”** means the Community Plan for the Project as approved by the City pursuant to Chapter 19.26 of the Land Development Code.

1.3 **“Culinary Water Master Plan”** means the master plan to provide culinary water within the Project as approved by City and as set forth in the Community Plan.

1.4 **“Density”** means the number of Equivalent Residential Units per acre as shown on the Use Map and as authorized under this Agreement.

1.5 **“Density Transfer”** means the ability of Developer to transfer densities as provided in Paragraph 2.4.4 of this Agreement.

1.6 **“Design Guidelines”** means the design standards and guidelines as set forth in the Community Plan.

1.7 **“Developer”** means, individually and collectively, Leading Edge Development, LLC, a Utah limited liability company, and DCP Saratoga LLC, a Utah limited liability company, or their approved replacement developer, assigns and successors in interest, whether in whole or in part.

1.8 **“Development Activity”** as defined in U.C.A. § 11-36a-102(3) as amended means any construction or expansion of a building, structure, site, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.

1.9 **“Development Guidelines”** means collectively: (a) the City’s Standard Technical Specifications and Drawings; (b) requirements in the Community Plan and applicable Village Plan(s); and (c) the Land Development Code.

1.10 **“Equivalent Residential Unit”** means (a) 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.

1.11 **“Final Plat”** means a final subdivision plat of property, located within an approved Village Plan, which is approved by the City’s Land Use Authority and is recorded in the Official Records in Office of the Recorder of Utah County, State of Utah.

1.12 **“Flex Residential Use Neighborhoods”** means all Neighborhoods identified on the **Use Map** as Flex Residential, as set forth in the Community Plan.

1.13 **“Hillside Development Standards”** means the standards set forth in the Community Plan.

1.14 **“Land Development Code”** means the City of Saratoga Springs Zoning and Subdivision Ordinances, Title 19, as amended.

1.15 **“Land Use Application”** means any application for development within the Project submitted to the City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **“Master Association”** means the association under the Master Declaration, its successors or assigns.

1.17 **“Master Declaration”** means a declaration of covenants, conditions and restrictions and reservation of easements for the Project, which will be created and recorded against the Property prior to recordation of the first Final Plat (as distinguished from various Phase or Neighborhood Declarations, which will be created and recorded with individual phases and subdivision plats throughout the Project).

1.18 **“Multi-Family Use Neighborhoods”** means all Neighborhoods identified on the Use Map as Multi-Family, in which multi-family uses are allowed.

1.19 **“Neighborhoods”** means all Neighborhoods identified within each Village on the Use Map.

1.20 **“Ordinances”** means the City of Saratoga Springs Municipal Ordinances, including the Land Development Code.

1.21 **“Open Space Master Plan”** means the master plan for Open Space within the Project set forth in the Community Plan.

1.22 **“Open Space Standards”** means the standards set forth in the Community Plan which shall supersede any conflicting Ordinance.

1.23 **“Planning Commission”** means the City of Saratoga Springs Planning Commission.

1.24 **“Planned Community District Approval”** means the City’s approval of the Use Map and zone change request for the Project on _____.

1.25 **“Project”** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and the City’s Ordinances as generally depicted on the Use Map.

1.26 **“Project Improvements”** as defined in U.C.A. § 11-36a-102(14) as amended means site improvements and facilities that are: (i) planned and designed to provide service for development resulting from a Development Activity; (ii) necessary for the use and convenience of the occupants or users of development resulting from a Development Activity; and (iii) not typically identified or reimbursed as a System Improvement.

1.27 **“Proportionate Share”** as defined in U.C.A. § 11-36a-102(15) as amended means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **“Public Facilities”** means as defined in U.C.A. § 11-36a-102(16) as amended.

1.29 **“Use Map”** means the conceptual use map submitted to the Planning Commission and City Council as part of the Community Plan.

1.30 **“Sanitary Sewer Master Plan”** means the master plan to provide sanitary sewer within the Project set forth in the Community Plan.

1.31 **“Secondary Water Master Plan”** means the master plan to provide secondary water within the Project set forth in the Community Plan.

1.32 **“Single-Family Uses”** means all Neighborhoods identified on the Use Map as Single-Family, in which single-family uses are allowed.

1.33 **“Storm Drainage Master Plan”** means the master plan to provide storm drainage within the Project set forth in the Community Plan.

1.34 **“Street Cross Sections Master Plan”** means the master plan for street cross sections within the Project set forth in the Community Plan.

1.35 **“System Improvements”** as defined in U.C.A. § 11-36a-102(21) as amended means (i) existing Public Facilities that are: (A) identified in the impact fee analysis under U.C.A. § 11-36a-304; and (B) designed to provide services to service areas within the community at large; and (ii) future Public Facilities identified in the impact fee analysis under U.C.A. § 11-36a-304 that are intended to provide services to service areas within the community at large.

1.36 **“Transportation Network Plan”** means the master plan for transportation within the Project set forth in the Community Plan.

1.37 **“Village”** means a separately developed portion of the Project for which a Village Plan and one (1) or more corresponding subdivision applications are filed with the City and thereafter approved by the City.

1.38 **“Village Plan”** means a development plan submitted for a Village as provided in the City’s Land Development Code.

SECTION II. PLANNED COMMUNITY DISTRICT ZONE

2.1 **Designation as a Planned Community District.** In compliance with the requirements of Utah Code Ann. § 10-9a-501 *et seq.*, applicable provisions of the City’s Land Development Code, and following a public hearing with the Planning Commission on July 28, 2016, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the Planned Community District, the Community Plan, and the Use Map. The City hereby approves the findings contained in the staff report and Report of Action attached hereto as Exhibit C. The City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Use Map and Design Guidelines are consistent with the City’s Land Development Code and General Plan. Developer acknowledges that development of the

Project is subject to all normally-applicable City processes as set forth in Paragraph 2.2 and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration (and various Phase or Neighborhood Declarations, which will be created and recorded with each Village throughout the Project);

2.1.3 The City's Standard Technical Specifications and Drawings;

2.1.4 The Culinary Water Master Plan;

2.1.5 The Open Space Master Plan;

2.1.6 The Open Space Standards;

2.1.7 The Sanitary Sewer Master Plan;

2.1.8 The Secondary Water Master Plan;

2.1.9 The Street Cross Sections Master Plan;

2.1.10 The Transportation Network Plan;

2.1.11 The Hillside Development Standards; and

2.1.12 The Storm Drainage Master Plan.

2.2 Applicable Laws and Regulations. Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with the City's Ordinances, regulations, requirements, and procedures established by and for the City.

2.2.1 Planned Community Approval. Except as specified in Section 3.1.4, the Planned Community District and the Use Map shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by the City that prohibits or regulates the total number of Equivalent Residential Units, land uses, and site improvements shown on the Use Map.

2.2.2 Local Roads. The City acknowledges and agrees it has approved the cross section design of local roads in the Project as shown in the Community Plan. Except as otherwise provided in the Community Plan and in this Agreement, such roads shall be constructed according to the City's Standard Technical Specifications and Drawings Manual.

2.2.3 Land Use Applications. Except as otherwise provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of the City's Land Development Code in effect when a complete application is submitted, or to the extent approved with each Village and/or subdivision plat submittal.

2.2.4 **Building Permits.** Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances and fees relating to the construction of any structure in effect when such person or entity files with the City a complete application for such building permit.

2.3 **Design Guidelines.** Developer shall establish Design Guidelines for each Village. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed the City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, the City, prior to issuing any building permit for property within the Project, may, but shall not be obligated to, request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

2.4 **Zoning.** The zoning for the Project is the Planned Community District and shall be shown on the City's zoning map. The following development standards shall apply to the Project:

2.4.1 **Development Area.** The entire area of the Project shall be contained within the land described on Exhibit "A". Notwithstanding this Paragraph 2.4.1, the Parties acknowledge that the owners of other land adjacent to or surrounded by the Property may request to be included in the Project at a later date if approved by Developer. Such requests shall be made pursuant to the City's then applicable Ordinances and considered in the City's usual course of such business. Any change in the maximum development area of the Project shall be accomplished only pursuant to the City's then-applicable Ordinances and an amendment to this Agreement as provided in Paragraph 6.28 herein.

2.4.2 **Equivalent Residential Units/Residential Density.** The total number of Equivalent Residential Units permitted within the Project shall not exceed two-thousand five hundred fifty-three (2,553) residential units, in addition to commercial uses. The average number of Equivalent Residential Units or residential units per acre for the entire Project in the aggregate shall not exceed the number in the Community Plan; provided, however, that such number may be higher with respect to any individual Village. As shown on the Use Map, the Equivalent Residential Units are dispersed throughout the Project at varying densities, which may be modified pursuant to the Density Transfer provision set forth in Paragraph 2.4.4 of this Agreement. The final design for each Village is not yet completed and the Parties acknowledge that the density designed within each Village will be determined upon review and approval of a Village Plan for each such Village. In the event the ERUs or residential units are not utilized by Developer during the term of this Agreement due to Developer's own volition, inability to provide adequate infrastructure, lack of market demand, or any other reason other than breach of this Agreement by City, the remaining unused ERUs shall expire and the property shall revert to the R-3 or equivalent zoning.

2.4.3 **Phasing.** The City acknowledges that Developer intends to submit Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Villages as generally shown on the Use Map. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as

reasonably determined by the City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress. Except as specifically provided in this Agreement or the Land Development Code, such extensions shall be at the sole expense of Developer.

2.4.4 Equivalent Residential Unit Transfers. Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability, in accordance with the guiding transfer provisions in the Community Plan.

2.4.5 Development Applications. Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by the City's Land Development Code, or any other City Ordinance, include a statement of (a) the total number of Equivalent Residential Units allowed in the Project under this Agreement; (b) the cumulative total number of Equivalent Residential Units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of Equivalent Residential Units and densities for which a permit is sought under the particular Village application; and (d) the balance of Equivalent Residential Units remaining allowable to the Project.

2.5 Recordation of First Final Plat. Developer shall record the approved Final Plat for the first Village in accordance with the City's Land Development Code.

SECTION III. GENERAL RIGHTS AND RESPONSIBILITIES

3.1 General Rights and Responsibilities of Developer.

3.1.1 Development Fees. With respect to the development of the Project, Developer accepts and agrees to comply with the application, plan examination, building and similar fees (excluding impact fees, which are addressed separately by this Agreement) of the City in effect at the time a person or entity files with the City a complete application for a subdivision or a building permit, and the City agrees and represents that any such fee schedule will be applied uniformly within the City or any service area of the City, as applicable. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within the City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in this Agreement.

3.1.2 Reliance. The City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and the City's faithful performance of the City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that the City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of the City hereunder.

3.1.3 Vested Rights Granted by Approval of the Planned Community District and Project. To the fullest extent permissible under the law, Developer shall have the full benefit of any rights granted and vested under the Original Development Agreement except as modified herein, and this Agreement grants and vests in Developer all rights, consistent with the Planned Community District Approval, the Use Map, and the City’s Land Development Code, to develop the Project according to the Use Map under applicable law as provided in Paragraph 2.2 of this Agreement, which rights shall continue for the duration of this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement and as set forth in the Community Plan are both contractual and provided under the common law concept of vested rights. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement, the Planned Community District Approval and the Community Plan provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement as provided in Paragraph 5.2, below.

3.1.4 Statement Regarding “Compelling, Countervailing Public Interests”. The City and Developer acknowledge they are familiar with the “compelling, countervailing public interest” exception to the doctrine of vested rights in the State of Utah. The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify Developer’s rights under this Agreement or the Use Map would be justified by a “compelling, countervailing public interest.” In accordance with Utah law, the City shall notify Developer if any such facts come to the City’s attention after the execution of this Agreement, and shall take all required steps to maintain Developer’s vested rights as set forth in this Agreement or the Use Map.

3.1.5 Dedication of Infrastructure Improvements. Unless otherwise specifically provided herein, Developer shall dedicate free and clear of liens, taxes (including rollback taxes), and encumbrances, subject to the cost sharing, reimbursement, and impact fee credit obligations of the City as set forth in Paragraphs 3.2.1 and 3.2.2, below, any System Improvements in the Project to the City when such improvements are accepted by the City.

3.1.6 Developer’s Employees and Agents. Developer shall cause its employees and agents to act in accordance with the terms of this Agreement.

3.2 General Rights and Responsibilities of the City.

3.2.1 Project and System Improvements — Cost Sharing. Except as otherwise provided herein, Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. With respect to any System Improvements or Public Facilities that reduce the need for System Improvements, the City shall participate in the cost of constructing such improvements or facilities by (i) making an upfront payment to Developer; (ii) providing impact fee credits or refunds; or (iii) reimbursing Developer, in either case, in an amount agreed upon by the City and Developer.

3.2.2 Impact Fee Credits; Reimbursement; and Pioneering Agreements.

(a) **General.** If, prior to the date an impact fee would be payable as provided under the City’s Ordinances (whether through the operation of an existing

Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer constructs System Improvements or Public Facilities that reduce the need for System Improvements for which an impact fee is normally collected (whether through the operation of an existing Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer's cost of constructing such System Improvements or Public Facilities that reduce the need for System Improvements shall be credited against the impact fees otherwise due. Developer shall also be given an impact fee credit for land dedicated to and accepted by the City for System Improvements or Public Facilities that reduce the need for System Improvements. In each instance, Developer shall submit to the City invoices, or other reasonably acceptable documentation, as determined by the City, demonstrating the reasonable and verified costs incurred for such System Improvements or, in the case of land, appraisals indicating the fair market value of the dedicated land. The amount of the credit shall be equal to the lesser of (i) the total amount of impact fees otherwise required, or (ii) the reasonable and verified costs of the System Improvements or Public Facilities that reduce the need for System Improvements paid by Developer and the fair market value of land at the time of dedication. As soon as practical after the recordation of each Final Plat that includes System Improvements (and/or Public Facilities when such is applicable), the City shall update its impact fee facilities plans and corresponding impact fee studies in order to make such System Improvements (or Public Facilities that reduce the need for System Improvements) costs eligible for credit against assessed impact fees taking into account any impact fee credits due to the owners or developers of any property outside of the Project, including, without limitation, those impact fee credits and waivers set forth in this Section 3.2.2; provided, however that the City updating its impact fee credit facilities plans and corresponding impact fee studies shall not be a condition precedent to Developer's entitlement to receive impact fee credits for any System Improvements or Public Facilities that reduce the need of System Improvements constructed by Developer.

(b) **Culinary and Secondary Water.** Subject to the Settlement and Culinary Water Asset Purchase and Sale Agreement dated February 2, 2005, which binds City to collect at least \$2,000 in impact fees towards purchase of the Lake Mountain Mutual Water Company water system to which Developer will be connecting to, Developer shall receive an impact fee credit for the following:

- (i) any System Improvements or Public Facilities constructed by Developer for culinary and secondary water that reduce the need for System Improvements; and
- (ii) any cost sharing agreed to by the City in connection with the Project relating to culinary or secondary water System Improvements or Public Facilities that reduce the need for System Improvements.

In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

(c) **Sanitary Sewer.** In connection with any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for sanitary sewer, Developer shall receive an impact fee credit in the amount of the Upsizing Costs related to such System Improvements (and/or Public Facilities when such is applicable). In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

(d) **Roads and Intersections.** Developer shall receive an impact fee credit for

any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.

(e) **Storm Water.** Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for storm water.

(f) **Open Space.** In consideration of Developer constructing the Community Park (as defined in Section 4.7.1) in accordance with the Open Space Standards, the Parties agree that Developer will not be subject to any impact fees in connection with the construction of the Community Park or any other open space areas or improvements.

(g) **Existing Talus Ridge Credits.** In addition to the foregoing, Developer shall be entitled to receive and utilize any unused impact fee credits under that certain Talus Ridge Reimbursement Agreement and Release of All Claims, dated June 9, 2015, between Wasatch Land Company, a Utah corporation, and the City (“**Talus Ridge Agreement**”). The Parties acknowledge that the developer under the Talus Ridge Agreement is an affiliate of Developer and was unable to utilize all of the credits under the Talus Ridge Agreement. The City and Developer hereby agree that Developer is entitled to the benefit of such unused credits.

(h) **Application.** In applying the foregoing provisions, any impact fee which is payable shall be charged as provided under the City’s Ordinances and any impact fee credit shall be used to offset the amount of the impact fee due.

3.2.3 Compliance with the City Requirements and Standards. Except as otherwise provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer acknowledges it shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

3.2.4 Request to Exercise Eminent Domain. In the event of a written request by Developer, the City may, in its sole and absolute discretion, exercise its power of eminent domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse the City for all reasonable expenses incurred in taking the requested

action, including reasonable attorney's fees (or the reasonable value of what would have been charged for such legal services by a private law firm or private attorney, if the City Attorney provides such services to obtain the such property rights) and costs.

3.2.5 Project a Part of the City. The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of the City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as any other development, resident, or occupant of the City is treated.

SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES

4.1 Culinary Water.

4.1.1 Developer's Obligations.

4.1.1.1 Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet culinary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that any water rights obtained from the Central Utah Water Project ("CWP Water") is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.1.1.2 Water System. Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite culinary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Culinary Water Master Plan. The facilities required to provide culinary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. All facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The Parties agree that the water impact fee credits for culinary water for an Equivalent Residential Unit shall be based upon the Utah Impact Fees Act.

4.1.1.3 Easements. As part of the preparation of a water storage and delivery system for the culinary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for

the Parties to introduce into, store in, and remove water from such ponds, streams, well sites and connections onto existing City water lines and the like.

4.1.2 **The City's Obligations.** Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of the City.

4.2 **Secondary Water.**

4.2.1 **Developer's Obligations.**

4.2.1.1 **Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that all CWP Water is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.2.1.2 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite secondary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Secondary Water Master Plan. The facilities required to provide secondary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that culinary water System Improvements can provide secondary water for at least the number of Equivalent Residential Units within Village 1 and that development within Village 1 or a combination of Villages, will be allowed up to the number of Equivalent Residential Units within Village 1. All facilities necessary to provide a secondary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City in accordance with the City's Standard Technical Specifications and Drawings. The Parties agree that the water impact fee credits for secondary water for an Equivalent Residential Unit shall be based upon the requirements of the Utah Impact Fees Act.

4.2.1.3 **Easements.** As part of the preparation of a water storage and delivery system for the secondary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for

the Parties to introduce into, store in, and remove water from such ponds, streams, well sites, connections onto existing City water lines and the like.

4.2.2 **The City's Obligations.** Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with secondary water service at a level generally provided to other areas of the City.

4.3 **Sanitary Sewer Service and Facilities.**

4.3.1 **Developer's Obligations.**

4.3.1.1 **Sanitary Sewer System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build sewer and waste water collection systems of sufficient size to serve the Project, in accordance with the Sanitary Sewer Master Plan. The system required to provide sewer and waste water collection services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the sewer and waste water collection System Improvements constructed or provided by Developer, other than any impact fee relating to treatment of waste water. The sewer and waste water collection systems installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City.

4.3.1.2 **Easements.** As part of the preparation of the sanitary sewer system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into and connect into existing City sewer lines and the like.

4.3.2 **The City's Obligations.** The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

4.4 **Storm Water.**

4.4.1 **Developer's Obligations.** The Project is located within the service boundaries of the City. Developer shall design, fund, and construct storm water collection systems to service the Project in compliance with the Storm Drainage Master Plan. The system required to provide storm drainage services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the storm drainage System Improvements constructed or provided by Developer, except impact fees related to downstream improvements previously installed to which storm drainage System Improvements provided by Developer are connected.

4.4.2 **The City's Obligations.** The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the storm water collection systems.

4.4.2.1 **Dedication.** The City shall accept the dedication of and thereafter maintain all storm water collection and conveyance facilities or improvements in the Project, including but not limited to all within public roadways, so long as such roads are constructed in accordance with Paragraph 4.4.1 and are dedicated free and clear of liens and encumbrances.

4.5 **Transportation, Traffic Mitigation, and Landscaping.**

4.5.1 **Developer's Obligations.** Developer agrees to provide the following transportation and traffic mitigation measures:

4.5.1.1 **Roads and Intersection Improvements.** The Village Plan for each Village shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to the City. Said improvements shall include all interior public roads. Road and intersection improvements may be located differently than shown on the Use Map and Transportation Network Plan so long as any such road connects to an existing or planned road which intersects with or abuts the exterior boundary of the Project shown on the Use Map. Road and intersection improvements shall be constructed according to the City's Standard Technical Specifications and Drawings, except as otherwise set forth in this Agreement and in the Community Plan, in phases according to a schedule determined by Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Village. Road cross sections shall be reviewed on a case by case basis, but shall generally only be required to be improved to half-width—as defined in the City's Standard Technical Specifications and Drawings—when the opposite side of the road in question remains undeveloped. Subject to reimbursement by the City of its Proportionate Share of System Improvements, Developer shall dedicate such improvements to the City free and clear of liens and encumbrances upon completion and acceptance by the City.

4.5.1.2 **Certain Roads Retained.** Interior, local roads providing internal access to Multi-Family Uses shall not be dedicated to the City but shall be retained and maintained by Developer.

4.5.1.3 **Landscaping.** Upon the City's approval of each Village, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Community Plan and Village Plan for such Village and consistent with City landscaping standards. The timing and/or sequencing of the installation of such landscaping improvements shall be as set forth in the Village Plan, so long as all landscaping in a Village is completed in conjunction with such phase.

4.5.2 **The City's Obligations.**

4.5.2.1 **Road Design.** The City accepts the local and private road design, as contained and provided in the Community Plan, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project regardless of any future hillside development ordinance that may be adopted by the City, with the exception that certain

road designs have been modified from the Development Guidelines and said modifications are as shown in the Community Plan. All roadways according to the City's Transportation Master Plan are to be constructed to the City's Standard Technical Specifications and Drawings. All roads in the Project shall conform to the City's Standard Technical Specifications and Drawings except as otherwise specified in the Community Plan.

4.5.2.2 **Dedication.** Except as set forth in Paragraph 4.5.1.2, the City shall accept the dedication of and thereafter maintain all arterial, parkway, collector and public local roads in the Project so long as such roads are constructed in accordance with Paragraph 4.5.2.1 and are dedicated free and clear of liens and encumbrances, and meet the requirements for public streets identified in the Community Plan and the City's Standard Technical Specifications and Drawings.

4.6 **Police and Fire Protection.**

4.6.1 The City shall provide to all residential and nonresidential areas in the Project, police and fire services.

4.6.2 Developer shall install fire hydrants within the Project in conformance with the City's Standard Technical Specifications and Drawings.

4.7 **Park, Trail and Open Space Areas.**

4.7.1 **Developer's Obligations.** As required in section 19.26.06 of the Saratoga City Code, 30% of the Project will be comprised of open space. As shown in the Community Plan the open space will consist of major walking/ biking trails, public and private parks, private open space, and other recreation amenities to create the active outdoor theme of the Community Plan. Developer shall also construct a community park and related trail systems as shown in the Community Plan (collectively, the "**Community Park**"). All open space improvements, including, without limitation, the Community Park, shall be constructed by Developer in accordance with the City's Standard Technical Specifications and Drawings and Title 19 of the City Code. In accordance with Sections 4.1 and 4.2 of this Agreement, Developer shall be responsible for the dedication or purchase of culinary and secondary water and the installation of water facilities necessary to service the open space, parks, and trails required to be improved by Developer.

4.7.2 **The City's Obligations.**

4.7.2.1 **Dedication.** The City shall accept the dedication of open space areas identified in the Community Plan as being dedicated to the City, so long as such open space areas are in compliance with Paragraph 4.7.1 and are dedicated free and clear of liens, taxes (including any rollback taxes), and encumbrances.

4.7.2.2 **Maintenance by the City.** Upon dedication and acceptance by the City of any open space area intended to be dedicated to the City, the City shall maintain each such area and any improvements thereon at a level of service consistent with City's policies and practices for maintenance of parks, trails, and open space.

4.8 **Maintenance of Certain Areas by Owners Association.** Developer shall create a homeowners associations for the Project, which shall have the responsibility to maintain those open space areas identified in the Community Plan as not being dedicated to the City. In the event such areas 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 cost to the affected property owners' association, master association, or other governing body.

SECTION V. GENERAL PROVISIONS

5.1 **Binding Effect.** The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest.

5.2 **Change in Developer.** Developer acknowledges that its qualifications and identity are of particular concern to the City, and that it is because of such qualifications and identity that the City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that during the term of this Agreement, Developer shall not convey, assign, or dispose of ("**Transfer**") the Project or any portion thereof to another developer except as provided in this Paragraph 5.2. In the event of a Transfer of the Project, or any portion thereof, 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 an agreement satisfactory to the City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by the City. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, the Parties acknowledge and agree that each entity constituting Developer shall, acting alone, be entitled (a) to enforce all the rights and to perform all the obligations of Developer hereunder and (b) to enforce such rights and perform such obligations with respect to any Village through a subsidiary entity so long as such entity is wholly owned, directly or indirectly, by either or both of the entities constituting Developer.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the City and Developer.

5.4 **Consent.** In the event this Agreement provides for consent from the City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

5.5 **Process for Modifying the Community Plan.**

5.5.1 **Intent.** The City acknowledges that the Community Plan and Use Map are a generalized depiction of the proposed development of the Project with specific land uses

permitted as shown on the Use Map. The Parties agree that that Developer may amend the Community Plan and Use Map as set forth in 19.26

5.5.2 Minor Amendments. The City and Developer agree that minor amendments shall be accomplished administratively by the Planning Director. Minor amendments include (i) any amendment deemed a minor amendment under Chapter 19.26 of the Land Development Code, and (ii) simple modifications to text or exhibits such as:

5.5.2.1 minor changes in the conceptual location of streets, public improvements, or infrastructure;

5.5.2.2 minor changes in the configuration or size of parcels;

5.5.2.3 transfers of density as described within the Community Plan;

5.5.2.4 minor modification of land use boundaries; and

5.5.2.5 interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

In the event of a conflict between this Section 5.5.2 and Chapter 19.26 of the Land Development Code, the least restrictive provision shall apply.

5.5.3 Major Amendments. If an amendment is deemed major by the Planning Director in accordance with Chapter 19.26 of the Land Development Code, it will be processed as outlined in the Land Development Code. A minor modification in Section 5.5.2 shall not qualify as a major amendment.

5.6 No Obligation to Undertake Development. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes to develop all or any portion of the Project pursuant to the Use Map and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Use Map.

SECTION VI. MISCELLANEOUS

6.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

6.3 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents and Acts.** Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such Party or entity adequately and reasonably maintains and operates such facility or improvement.

6.7 **Recording.** No later than ten (10) days after this Agreement has been executed by the City and Developer, it shall be recorded in its entirety, together with all exhibits cited in Paragraph 6.11, at Developer's expense, in the Official Records of Utah County, Utah.

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

6.9 **Notices.** Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by electronic mail or facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

6.13 **No Further Exactions.** Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

6.14 **Good-Standing; Authority.** The Parties warrant and represent as follows:

6.14.1 **Developer.** Developer hereby represents and warrants to the City: (a) Developer is a registered business entity in good standing with the State of Utah; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

6.14.2 **The City.** The City hereby represents and warrants to Developer that: (a) the City is a Utah municipal corporation; (b) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 *et seq.*), and the City's Land Development Codes to enter into and be bound by this Agreement; (c) the individual executing this Agreement on behalf of the City is duly authorized and empowered to bind the City; and (d) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

6.15 **Failure to Execute.** The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Use Map shall be modified to remove that parcel and the applicable density and infrastructure.

6.16 **Concurrency.** The City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, the City shall not be obligated to approve a Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

6.17 **Indemnification.** Developer and the City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer or the City, as the case may be, or their respective officers, agents, employees or consultants.

6.18 **Default.** Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other Party shall constitute a default ("**Default**") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure

Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

6.18.1 Termination. If the City elects to consider terminating this Agreement due to an uncured Default by Developer, then the City shall give to Developer written notice of the City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

6.18.2 No Monetary Damages Relief or Personal Liability Against the City. The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer or personal liability for any of its officers, officials, or employees for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In addition, no personal liability may attach to or be asserted against any City officer, official, or employee.

6.19 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.20 Enforcement. The Parties to this Agreement recognize that the 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 the City or violates the terms of this Agreement, the City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

6.21 Severability; Invalidity. If the City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed.

Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

6.22 **Force Majeure.** Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify the City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.23 **Nondiscrimination.** Neither the City nor Developer nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

6.24 **No Waiver of Governmental Immunity.** Nothing in this Agreement is intended to, or shall be deemed, a waiver of the City's governmental immunity.

6.25 **Institution of Legal Action.** In addition to any other rights or remedies, any 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 District Court, State of Utah, or in the Federal District Court for the District of Utah.

6.26 **Names and Plans.** Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.27 **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by the City, acting by and through its City Council by duly authorized persons.

CITY:

Attest:

City of Saratoga Springs,
a Utah Municipality

_____, City Recorder

By: _____
Jim Miller, Mayor

DEVELOPER:

LEADING EDGE DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

DCP SARATOGA LLC, a Utah limited
liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by Jim Miller, as Mayor, and _____, as Recorder of the City of Saratoga Springs.

NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of Leading Edge Development, LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of DCP Saratoga LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at:_____

My commission expires:_____

EXHIBIT A
Planning Commission report, minutes, report of action

EXHIBIT B

City Council report, minutes, report of action

EXHIBIT B

Report of Action and staff reports

EXHIBIT C

EXHIBIT D
Community Plan

On file with the City Recorder's Office

****Developer Recommended Version****

~~****City Staff Recommended Version****~~

WHEN RECORDED, RETURN TO:

CITY OF SARATOGA SPRINGS

Attn: City Manager
1307 N. Commerce Drive
Saratoga Springs, Utah 84045

**AMENDED AND RESTATED
MASTER DEVELOPMENT PLAN AGREEMENT
FOR
MT. SARATOGA PROJECT**

THIS AMENDED AND RESTATED MASTER DEVELOPMENT PLAN AGREEMENT FOR MT. SARATOGA PROJECT (this “**Agreement**”) is entered into and effective as of _____, 2016, by and among LEADING EDGE DEVELOPMENT, LLC, a Utah limited liability company (“**Edge**”), and DCP SARATOGA LLC, a Utah limited liability company (“**DCP**”, and together with Edge, individually and collectively, the “**Developer**”), and the CITY OF SARATOGA SPRINGS, a municipal corporation and political subdivision of the State of Utah (the “**City**”) (individually a “**Party**” and collectively the “**Parties**”).

This Agreement amends, replaces, and restates in its entirety that certain Master Development Plan Agreement for Mt. Saratoga Project between the City and Mt. Saratoga, Inc., Developer’s predecessor in interest, dated January 28, 2004 and recorded February 9, 2004 as Entry No. 14908:2004 in the Official Records of Utah County, as amended and modified by that certain Amendment to Master Development Plan Agreement for Mt. Saratoga Spring Project dated September 14, 2004 and recorded June 27, 2007 as Entry No. 93455:2007 (hereafter known as the “**Saratoga Heights Project**”) dated June 26, 2007 (collectively, as amended, the “**Original Development Agreement**”).

RECITALS:

A. DCP owns approximately 688.05 acres of real property located within the municipal boundaries of the City of Saratoga Springs, Utah County, State of Utah, as more particularly described in Exhibit “A” (the “**Property**”) attached hereto and incorporated herein.

B. DCP and Edge have entered into an agreement providing for the development of the Property by DCP and Edge.

C. Developer desires and intends to develop the Property as a master-planned community to be known as Mt. Saratoga (the “**Project**”) as generally depicted on a conceptual use map prepared by Developer and contained in the Community Plan (the “**Use Map**”).

D. Developer's predecessor in interest and the City previously entered into the Original Development Agreement in connection with the planned development of the Property. Developer and the City desire to amend, replace, and restate the Original Development Agreement in its entirety to reflect the agreement of the Parties with respect to the development of the Property as set forth herein.

E. Developer has filed with the City a complete application for a rezone and general plan amendment to change the Property from the current zone and general plan designation to Planned Community (the "**Planned Community District**") and approve the Zoning and Land Use Map to enable development of the Project in a manner consistent with the intent of Original Development Agreement, all as provided in the City's Land Development Code (collectively, the "**Planned Community Application**"). At the time the Original Development Agreement was entered into, the Planned Community District zoning designation was not available, which zoning designation is intended for larger developments like the Project.

F. In connection with the Planned Community Application, Developer filed with the City a complete application to adopt a Community Plan for the Project as provided in the City's Land Development Code (the "**Community Plan**").

G. On July 28, 2016, the City's Planning Commission recommended approval of the Planned Community Application and the Community Plan and forwarded the application to the City's City Council for consideration.

H. On _____, the City's City Council approved the Planned Community Application (the "**Planned Community District Approval**"), the Community Plan, the rezoning of the Project in accordance with the Community Plan, and an amendment to the City's General Plan, all subject to approval of this Agreement.

I. The City finds the Planned Community District Approval, the Community Plan, and the Use Map (i) do not conflict with any applicable policy of the City's General Plan; (ii) meet the spirit and intent of the City's Land Development Code; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) provides for the installation of infrastructure improvements that will benefit not only the Project but also the City and properties in the vicinity of the Project, and (v) meet applicable use limitations and other requirements of the Planned Community District.

J. The City 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 A, the written minutes and adopted findings and conditions of the City Council attached hereto as Exhibit B, and in the Report of Action and staff reports collectively attached hereto as Exhibit C. Development of the Property shall be consistent with the Community Plan as adopted with the conditions of approval in Exhibits A, B and C, and

K. The City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved and (ii) the financial capability to carry out the Project in accordance with this Agreement.

L. Developer desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

M. Each of the Parties is willing to enter into this Agreement in order to implement the purposes and conditions of both the Planned Community District Approval, the Community Plan, and the Use Map for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and the City's Land Development Code.

N. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, *et seq.* ("**Utah Municipal Land Use, Development, and Management Act**"), and after all required public notice and hearings, the City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) the City's General Plan, and (iii) the City's Land Development Code. As a result of such determination the City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by the City's Land Development Code in effect on the date of the Application for the Planned Community District or, if different, by this Agreement or applicable State statute (as provided in the 2013 amended Section 102, *Definitions*, of the Utah "Impact Fee Act", Utah Code Annotated, Chapter 36a), as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 "**City's Standard Technical Specifications and Drawings**" means the standards and specifications that the City uses for construction of public and private improvements, ~~as amended.~~

1.2 **“Community Plan”** means the Community Plan for the Project as approved by the City pursuant to Chapter 19.26 of the Land Development Code.

1.3 **“Culinary Water Master Plan”** means the master plan to provide culinary water within the Project as approved by City and as set forth in the Community Plan.

1.4 **“Density”** means the number of Equivalent Residential Units per acre as shown on the Use Map and as authorized under this Agreement.

1.5 **“Density Transfer”** means the ability of Developer to transfer densities as provided in Paragraph 2.4.4 of this Agreement.

1.6 **“Design Guidelines”** means the design standards and guidelines as set forth in the Community Plan.

1.7 **“Developer”** means, individually and collectively, Leading Edge Development, LLC, a Utah limited liability company, and DCP Saratoga LLC, a Utah limited liability company, or their approved replacement developer, assigns and successors in interest, whether in whole or in part.

1.8 **“Development Activity”** as defined in U.C.A. § 11-36a-102(3) as amended means any construction or expansion of a building, structure, site, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for Public Facilities.

1.9 **“Development Guidelines”** means collectively: (a) the City’s Standard Technical Specifications and Drawings; (b) requirements in the Community Plan and applicable Village Plan(s); and (c) the Land Development Code.

1.10 **“Equivalent Residential Unit”** means (a) 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.

1.11 **“Final Plat”** means a final subdivision plat of property, located within an approved Village Plan, which is approved by the City’s Land Use Authority and is recorded in the Official Records in Office of the Recorder of Utah County, State of Utah.

1.12 **“Flex Residential Use Neighborhoods”** means all Neighborhoods identified on the Use Map as Flex Residential, as set forth in the Community Plan.

1.13 **“Hillside Development Standards”** means the standards set forth in the Community Plan.

1.14 **“Land Development Code”** means the City of Saratoga Springs Zoning and Subdivision Ordinances, Title 19, as amended.

1.15 **“Land Use Application”** means any application for development within the Project submitted to the City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **“Master Association”** means the association under the Master Declaration, its successors or assigns.

1.17 **“Master Declaration”** means a declaration of covenants, conditions and restrictions and reservation of easements for the Project, which will be created and recorded against the Property prior to recordation of the first Final Plat (as distinguished from various Phase or Neighborhood Declarations, which will be created and recorded with individual phases and subdivision plats throughout the Project).

1.18 **“Multi-Family Use Neighborhoods”** means all Neighborhoods identified on the Use Map as Multi-Family, in which multi-family uses are allowed.

1.19 **“Neighborhoods”** means all Neighborhoods identified within each Village on the Use Map.

1.20 **“Ordinances”** means the City of Saratoga Springs Municipal Ordinances, including the Land Development Code.

1.21 **“Open Space Master Plan”** means the master plan for Open Space within the Project set forth in the Community Plan.

1.22 **“Open Space Standards”** means the standards set forth in the Community Plan which shall supersede any conflicting Ordinance.

1.23 **“Planning Commission”** means the City of Saratoga Springs Planning Commission.

1.24 **“Planned Community District Approval”** means the City’s approval of the Use Map and zone change request for the Project on _____.

1.25 **“Project”** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and the City’s Ordinances as generally depicted on the Use Map.

1.26 **“Project Improvements”** as defined in U.C.A. § 11-36a-102(14) as amended means site improvements and facilities that are: (i) planned and designed to provide service for development resulting from a Development Activity; (ii) necessary for the use and convenience of the occupants or users of development resulting from a Development Activity; and (iii) not typically identified or reimbursed as a System Improvement.

1.27 **“Proportionate Share”** as defined in U.C.A. § 11-36a-102(15) as amended means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **“Public Facilities”** means as defined in U.C.A. § 11-36a-102(16) as amended.

1.29 **“Use Map”** means the conceptual use map submitted to the Planning Commission and City Council as part of the Community Plan.

1.30 **“Sanitary Sewer Master Plan”** means the master plan to provide sanitary sewer within the Project set forth in the Community Plan.

1.31 **“Secondary Water Master Plan”** means the master plan to provide secondary water within the Project set forth in the Community Plan.

1.32 **“Single-Family Uses”** means all Neighborhoods identified on the Use Map as Single-Family, in which single-family uses are allowed.

1.33 **“Storm Drainage Master Plan”** means the master plan to provide storm drainage within the Project set forth in the Community Plan.

1.34 **“Street Cross Sections Master Plan”** means the master plan for street cross sections within the Project set forth in the Community Plan.

1.35 **“System Improvements”** as defined in U.C.A. § 11-36a-102(21) as amended means (i) existing Public Facilities that are: (A) identified in the impact fee analysis under U.C.A. § 11-36a-304; and (B) designed to provide services to service areas within the community at large; and (ii) future Public Facilities identified in the impact fee analysis under U.C.A. § 11-36a-304 that are intended to provide services to service areas within the community at large.

1.36 **“Transportation Network Plan”** means the master plan for transportation within the Project set forth in the Community Plan.

1.37 **“Village”** means a separately developed portion of the Project for which a Village Plan and one (1) or more corresponding subdivision applications are filed with the City and thereafter approved by the City.

1.38 **“Village Plan”** means a development plan submitted for a Village as provided in the City’s Land Development Code.

SECTION II. PLANNED COMMUNITY DISTRICT ZONE

2.1 **Designation as a Planned Community District.** In compliance with the requirements of Utah Code Ann. § 10-9a-501 *et seq.*, applicable provisions of the City’s Land Development Code, and following a public hearing with the Planning Commission on July 28, 2016, and a public hearing with the City Council on _____, the City, pursuant to its legislative authority, approved the Planned Community District, the Community Plan, and the Use Map. The City hereby approves the findings contained in the staff report and Report of Action attached hereto as Exhibit C. The City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Use Map and Design Guidelines are consistent with the City’s Land Development Code and General Plan. Developer acknowledges that development of the

Project is subject to all normally-applicable City processes as set forth in Paragraph 2.2 and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration (and various Phase or Neighborhood Declarations, which will be created and recorded with each Village throughout the Project);

2.1.3 The City's Standard Technical Specifications and Drawings;

2.1.4 The Culinary Water Master Plan;

2.1.5 The Open Space Master Plan;

2.1.6 The Open Space Standards;

2.1.7 The Sanitary Sewer Master Plan;

2.1.8 The Secondary Water Master Plan;

2.1.9 The Street Cross Sections Master Plan;

2.1.10 The Transportation Network Plan;

2.1.11 The Hillside Development Standards; and

2.1.12 The Storm Drainage Master Plan.

2.2 Applicable Laws and Regulations. Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with the City's Ordinances, regulations, requirements, and procedures established by and for the City.

2.2.1 Planned Community Approval. Except as specified in Section 3.1.4, the Planned Community District and the Use Map shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by the City that prohibits or regulates the total number of Equivalent Residential Units, land uses, and site improvements shown on the Use Map.

2.2.2 Local Roads. The City acknowledges and agrees it has approved the cross section design of local roads in the Project as shown in the Community Plan. Except as otherwise provided in the Community Plan and in this Agreement, such roads shall be constructed according to the City's Standard Technical Specifications and Drawings Manual.

2.2.3 Land Use Applications. Except as otherwise provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of the City's Land Development Code in effect when a complete application is submitted, or to the extent approved with each Village and/or subdivision plat submittal.

2.2.4 **Building Permits.** Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances and fees relating to the construction of any structure in effect when such person or entity files with the City a complete application for such building permit.

2.3 **Design Guidelines.** Developer shall establish Design Guidelines for each Village. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed the City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, the City, prior to issuing any building permit for property within the Project, may, but shall not be obligated to, request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

2.4 **Zoning.** The zoning for the Project is the Planned Community District and shall be shown on the City's zoning map. The following development standards shall apply to the Project:

2.4.1 **Development Area.** The entire area of the Project shall be contained within the land described on Exhibit "A". Notwithstanding this Paragraph 2.4.1, the Parties acknowledge that the owners of other land adjacent to or surrounded by the Property may request to be included in the Project at a later date if approved by Developer. Such requests shall be made pursuant to the City's then applicable Ordinances and considered in the City's usual course of such business. Any change in the maximum development area of the Project shall be accomplished only pursuant to the City's then-applicable Ordinances and an amendment to this Agreement as provided in Paragraph 6.28 herein.

2.4.2 **Equivalent Residential Units/Residential Density.** The total number of Equivalent Residential Units permitted within the Project shall not exceed two-thousand five hundred fifty-three (2,553) residential units, in addition to commercial uses. The average number of Equivalent Residential Units or residential units per acre for the entire Project in the aggregate shall not exceed the number in the Community Plan; provided, however, that such number may be higher with respect to any individual Village. As shown on the Use Map, the Equivalent Residential Units are dispersed throughout the Project at varying densities, which may be modified pursuant to the Density Transfer provision set forth in Paragraph 2.4.4 of this Agreement. The final design for each Village is not yet completed and the Parties acknowledge that the density designed within each Village will be determined upon review and approval of a Village Plan for each such Village. In the event the ERUs or residential units are not utilized by Developer during the term of this Agreement due to Developer's own volition, inability to provide adequate infrastructure, lack of market demand, or any other reason other than breach of this Agreement by City, the remaining unused ERUs shall expire and the property shall revert to the R-3 or equivalent zoning.

2.4.3 **Phasing.** The City acknowledges that Developer intends to submit Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Villages as generally shown on the Use Map. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as

reasonably determined by the City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress. Except as specifically provided in this Agreement or the Land Development Code, such extensions shall be at the sole expense of Developer.

2.4.4 Equivalent Residential Unit Transfers. Since build-out of the Planned Community District will occur over many years, flexibility is necessary to respond to market conditions, site conditions, and other factors. Therefore, residential density or non-residential intensity may be transferred within the Planned Community District as necessary to improve design, accessibility, and marketability, in accordance with the guiding transfer provisions in the Community Plan.

2.4.5 Development Applications. Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by the City's Land Development Code, or any other City Ordinance, include a statement of (a) the total number of Equivalent Residential Units allowed in the Project under this Agreement; (b) the cumulative total number of Equivalent Residential Units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of Equivalent Residential Units and densities for which a permit is sought under the particular Village application; and (d) the balance of Equivalent Residential Units remaining allowable to the Project.

2.5 Recordation of First Final Plat. Developer shall record the approved Final Plat for the first Village in accordance with the City's Land Development Code.

SECTION III. GENERAL RIGHTS AND RESPONSIBILITIES

3.1 General Rights and Responsibilities of Developer.

3.1.1 Development Fees. With respect to the development of the Project, Developer accepts and agrees to comply with the application, plan examination, building and similar fees (excluding impact fees, which are addressed separately by this Agreement) of the City in effect at the time a person or entity files with the City a complete application for a subdivision or a building permit, and the City agrees and represents that any such fee schedule will be applied uniformly within the City or any service area of the City, as applicable. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within the City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in this Agreement.

3.1.2 Reliance. The City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and the City's faithful performance of the City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that the City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of the City hereunder.

3.1.3 Vested Rights Granted by Approval of the Planned Community District and Project. To the fullest extent permissible under the law, Developer shall have the full benefit of any rights granted and vested under the Original Development Agreement except as modified herein, and this Agreement grants and vests in Developer all rights, consistent with the Planned Community District Approval, the Use Map, and the City’s Land Development Code, to develop the Project according to the Use Map under applicable law as provided in Paragraph 2.2 of this Agreement, which rights shall continue for the duration of this Agreement. The Parties intend that the rights granted to Developer and the entitlements for the Project under this Agreement and as set forth in the Community Plan are both contractual and provided under the common law concept of vested rights. It is expressly understood by the City that Developer may assign all or portions of its rights under this Agreement, the Planned Community District Approval and the Community Plan provided such assignment conforms with the requirements of, and assignees agree to be bound by the terms of, this Agreement as provided in Paragraph 5.2, below.

3.1.4 Statement Regarding “Compelling, Countervailing Public Interests”. The City and Developer acknowledge they are familiar with the “compelling, countervailing public interest” exception to the doctrine of vested rights in the State of Utah. The City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, the City is presently unaware of any material facts under which a desire of the City to modify Developer’s rights under this Agreement or the Use Map would be justified by a “compelling, countervailing public interest.” In accordance with Utah law, the City shall notify Developer if any such facts come to the City’s attention after the execution of this Agreement, and shall take all required steps to maintain Developer’s vested rights as set forth in this Agreement or the Use Map.

3.1.5 Dedication of Infrastructure Improvements. Unless otherwise specifically provided herein, Developer shall dedicate free and clear of liens, taxes (including rollback taxes), and encumbrances, subject to the cost sharing, reimbursement, and impact fee credit obligations of the City as set forth in Paragraphs 3.2.1 and 3.2.2, below, any System Improvements in the Project to the City when such improvements are accepted by the City.

3.1.6 Developer’s Employees and Agents. Developer shall cause its employees and agents to act in accordance with the terms of this Agreement.

3.2 General Rights and Responsibilities of the City.

3.2.1 Project and System Improvements — Cost Sharing. Except as otherwise provided herein, Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. With respect to any System Improvements or upsized Public Facilities that reduce will benefit any other property in addition to the need for System Improvements Project, the City shall participate in the cost of constructing such improvements or facilities by (i) making an upfront payment to Developer; (ii) providing impact fee credits or refunds; or (iii) reimbursing Developer, in either case, in an amount agreed upon by the City and Developer.

3.2.2 Impact Fee Credits; Reimbursement; and Pioneering Agreements.

(a) **General.** If, prior to the date an impact fee would be payable as provided under the City’s Ordinances (whether through the operation of an existing

Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer constructs System Improvements or Public Facilities that reduce the need for System Improvements for which an impact fee is normally collected (whether through the operation of an existing Ordinance or the adoption of a new Ordinance imposing an impact fee), Developer's cost of constructing such System Improvements or Public Facilities that reduce the need for System Improvements shall be credited against the impact fees otherwise due. Developer shall also be given an impact fee credit for land dedicated to and accepted by the City for System Improvements or Public Facilities that reduce the need for System Improvements. In each instance, Developer shall submit to the City invoices, or other reasonably acceptable documentation, as determined by the City, demonstrating the reasonable and verified costs incurred for such System Improvements or, in the case of land, appraisals indicating the fair market value of the dedicated land. The amount of the credit shall be equal to the lesser of (i) the total amount of impact fees otherwise required, or (ii) the reasonable and verified costs of the System Improvements or Public Facilities that reduce the need for System Improvements paid by Developer and the fair market value of land at the time of dedication. As soon as practical after the recordation of each Final Plat that includes System Improvements (and/or Public Facilities when such is applicable), the City shall update its impact fee facilities plans and corresponding impact fee studies in order to make such System Improvements (or Public Facilities that reduce the need for System Improvements) costs eligible for credit against assessed impact fees taking into account any impact fee credits due to the owners or developers of any property outside of the Project, including, without limitation, those impact fee credits and waivers set forth in this Section 3.2.2; provided, however that the City updating its impact fee credit facilities plans and corresponding impact fee studies shall not be a condition precedent to Developer's entitlement to receive impact fee credits for any System Improvements or Public Facilities that reduce the need of System Improvements constructed by Developer.

(b) **Culinary and Secondary Water.** ~~Subject to the Settlement and Culinary Water Asset Purchase and Sale Agreement dated February 2, 2005, which binds City to collect at least \$2,000 in impact fees towards purchase of the Lake Mountain Mutual Water Company water system to which Developer will be connecting to,~~ Developer shall receive an impact fee credit for the following:

- (i) any System Improvements or Public Facilities constructed by Developer for culinary and secondary water that reduce the need for System Improvements; and
- (ii) any cost sharing agreed to by the City in connection with the Project relating to culinary or secondary water System Improvements or Public Facilities that reduce the need for System Improvements.

In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

~~(d)~~(c) **Sanitary Sewer.** In connection with any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for sanitary sewer, Developer shall receive an impact fee credit in the amount of the Upsizing Costs related to such System Improvements (and/or Public Facilities when such is applicable). In addition, in a manner consistent with City regulations, Developer shall be eligible for reimbursement in the form of a pioneering agreement from benefitted parties in form and content reasonably acceptable to the Parties.

~~(e)~~(d) **Roads and Intersections.** Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.

~~any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for roads or intersections.~~

~~(h)~~(e) **Storm Water.** Developer shall receive an impact fee credit for any System Improvements or Public Facilities that reduce the need for System Improvements constructed by Developer for storm water.

~~(i)~~(f) **Open Space.** In consideration of Developer constructing the Community Park (as defined in Section 4.7.1) in accordance with the Open Space Standards, the Parties agree that Developer will not be subject to any impact fees in connection with the construction of the Community Park or any other open space areas or improvements.

~~(j)~~(g) **Existing Talus Ridge Credits.** In addition to the foregoing, Developer shall be entitled to receive and utilize any unused impact fee credits under that certain Talus Ridge Reimbursement Agreement and Release of All Claims, dated June 9, 2015, between Wasatch Land Company, a Utah corporation, and the City (“**Talus Ridge Agreement**”). The Parties acknowledge that the developer under the Talus Ridge Agreement is an affiliate of Developer and was unable to utilize all of the credits under the Talus Ridge Agreement. The City and Developer hereby agree that Developer is entitled to the benefit of such unused credits.

~~(k)~~(h) **Application.** In applying the foregoing provisions, any impact fee which is payable shall be charged as provided under the City’s Ordinances and any impact fee credit shall be used to offset the amount of the impact fee due.

3.2.3 Compliance with the City Requirements and Standards. Except as otherwise provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer acknowledges it shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

3.2.4 Request to Exercise Eminent Domain. In the event of a written request by Developer, the City may, in its sole and absolute discretion, exercise its power of eminent

domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse the City for all reasonable expenses incurred in taking the requested action, including reasonable attorney's fees (or the reasonable value of what would have been charged for such legal services by a private law firm or private attorney, if the City Attorney provides such services to obtain the such property rights) and costs.

3.2.5 **Project a Part of the City.** The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of the City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as any other development, resident, or occupant of the City is treated.

SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES

4.1 Culinary Water.

4.1.1 Developer's Obligations.

4.1.1.1 **Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet culinary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that any water rights obtained from the Central Utah Water Project ("CWP Water") is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.1.1.2 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite culinary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Culinary Water Master Plan. The facilities required to provide culinary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. All facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City. The Parties agree that the water impact fee credits for culinary water for an Equivalent Residential Unit shall be based upon the Utah water system elements identified in City's Impact Fees Act Fee Facility Plan and Analysis (source, storage, distribution, fire suppression, water rights and planning), or portions thereof, as provided by Developer.

4.1.1.3 **Easements.** As part of the preparation of a water storage and delivery system for the culinary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into, store in, and remove water from such ponds, streams, well sites and connections onto existing City water lines and the like.

4.1.2 **The City's Obligations.** Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of the City.

4.2 **Secondary Water.**

4.2.1 **Developer's Obligations.**

4.2.1.1 **Dedication of Water.** Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. In connection with such obligations, Developer shall receive a credit for water rights previously conveyed to City in connection with the Project. Water rights to meet secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right it determines to be insufficient in annual quantity or rate of flow, has not been approved for change to municipal purposes within the City and for diversion from City owned wells by the Utah State Engineer, or does not meet City regulations. In this respect, the City acknowledges that all CWP Water is from an approved source so long as Edge has paid all delivery, reservation, and capital fees charged by CWP prior to delivery to City's system. Upon delivery to City's system, City shall be responsible for operation, maintenance, and repair fees charged by CWP.

4.2.1.2 **Water System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build onsite and offsite secondary water facilities, including water sources and storage and distribution facilities, of sufficient size to serve the Project, in accordance with the Secondary Water Master Plan. The facilities required to provide secondary water within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be subject to any impact fees in connection with the secondary water System Improvements constructed or provided by Developer. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that culinary water System Improvements can provide secondary water for at least the number of Equivalent Residential Units within Village 1 and that development within Village 1 or a combination of Villages, will be allowed up to the number of Equivalent Residential Units within Village 1. All facilities necessary to provide a secondary water system installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City in accordance with the City's Standard Technical Specifications and Drawings. The Parties agree that the water impact fee credits for secondary water for an Equivalent Residential Unit shall be based upon ~~the requirements of the Utah Impact Fees Act~~ water system elements identified in City's Impact Fee

Facility Plan and Analysis (source, storage, distribution, water rights and planning), or portions thereof, as provided by Developer.

4.2.1.3 **Easements.** As part of the preparation of a water storage and delivery system for the secondary water system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into, store in, and remove water from such ponds, streams, well sites, connections onto existing City water lines and the like.

4.2.2 **The City's Obligations.** Upon dedication, acquisition and/or acceptance by the City of the water delivery system, the City shall provide all use areas served by such infrastructure within the Project with secondary water service at a level generally provided to other areas of the City.

4.3 **Sanitary Sewer Service and Facilities.**

4.3.1 **Developer's Obligations.**

4.3.1.1 **Sanitary Sewer System.** Developer shall, consistent with governmental requirements as of the date hereof, design and build sewer and waste water collection systems of sufficient size to serve the Project, in accordance with the Sanitary Sewer Master Plan. The system required to provide sewer and waste water collection services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the sewer and waste water collection System Improvements constructed or provided by Developer, other than any impact fee relating to treatment of waste water. The sewer and waste water collection systems installed by Developer within the Project, upon acceptance by the City, shall be owned, operated, and maintained by the City.

4.3.1.2 **Easements.** As part of the preparation of the sanitary sewer system, the Parties shall cooperate in granting such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for the Parties to introduce into and connect into existing City sewer lines and the like.

4.3.2 **The City's Obligations.** The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

4.3.2.1 **Sanitary Sewer Within Fairfield Road.** The City hereby confirms that Fairfield Road is an existing dedicated public road and that Developer is entitled to construct and install utility improvements under Fairfield Road as it currently exists. Portions of the proposed sanitary sewer System Improvements are under Fairfield Road as shown on the Sanitary Sewer Master Plan.

4.4 **Storm Water.**

4.4.1 **Developer's Obligations.** The Project is located within the service boundaries of the City. Developer shall design, fund, and construct storm water collection systems to service the Project in compliance with the Storm Drainage Master Plan. The system required to provide storm drainage services within a subdivision or Village Plan area shall be constructed and installed concurrently with the construction of other improvements in such subdivision or Village Plan area. The Parties agree that Developer will not be responsible for any impact fees in connection with the storm drainage System Improvements constructed or provided by Developer, except impact fees related to downstream improvements previously installed to which storm drainage System Improvements provided by Developer are connected.

4.4.2 **The City's Obligations.** The City shall require Developer to adhere, where applicable, to such standards and requirements with respect to the storm water collection systems.

4.4.2.1 **Dedication.** The City shall accept the dedication of and thereafter maintain all storm water collection and conveyance facilities or improvements in the Project, including but not limited to all within public roadways, so long as such roads are constructed in accordance with Paragraph 4.4.1 and are dedicated free and clear of liens and encumbrances.

4.5 **Transportation, Traffic Mitigation, and Landscaping.**

4.5.1 **Developer's Obligations.** Developer agrees to provide the following transportation and traffic mitigation measures:

4.5.1.1 **Roads and Intersection Improvements.** The Village Plan for each Village shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to the City. Said improvements shall include all interior public roads. Road and intersection improvements may be located differently than shown on the Use Map and Transportation Network Plan so long as any such road connects to an existing or planned road which intersects with or abuts the exterior boundary of the Project shown on the Use Map. Road and intersection improvements shall be constructed according to the City's Standard Technical Specifications and Drawings, except as otherwise set forth in this Agreement and in the Community Plan, in phases according to a schedule determined by Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Village. Road cross sections shall be reviewed on a case by case basis, but shall generally only be required to be improved to half-width—as defined in the City's Standard Technical Specifications and Drawings—when the opposite side of the road in question remains undeveloped. Improvement of limited access roadways shall be required only at such time as the roadway is connected and usable (e.g. there would be a reasonable expectation that residents of a particular Village to which such limited access roadway is connected would use such road to provide access to another existing dedicated roadway), rather than at the time of development of the associated limited access roadway frontage. Subject to reimbursement by the City of its Proportionate Share of System Improvements, Developer shall dedicate such improvements to the City free and clear of liens and encumbrances upon completion and acceptance by the City.

4.5.1.2 **Certain Roads Retained.** Interior, local roads providing internal access to Multi-Family Uses shall not be dedicated to the City but shall be retained and maintained by Developer.

4.5.1.3 **Landscaping.** Upon the City's approval of each Village, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Community Plan and Village Plan for such Village and consistent with City landscaping standards. The timing and/or sequencing of the installation of such landscaping improvements shall be as set forth in the Village Plan, so long as all landscaping in a Village is completed in conjunction with such phase.

4.5.2 **The City's Obligations.**

4.5.2.1 **Road Design.** The City accepts the local and private road design, as contained and provided in the Community Plan, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project regardless of any future hillside development ordinance that may be adopted by the City, with the exception that certain road designs have been modified from the Development Guidelines and said modifications are as shown in the Community Plan. All roadways according to the City's Transportation Master Plan are to be constructed to the City's Standard Technical Specifications and Drawings. All roads in the Project shall conform to the City's Standard Technical Specifications and Drawings except as otherwise specified in the Community Plan.

4.5.2.2 **Dedication.** Except as set forth in Paragraph 4.5.1.2, the City shall accept the dedication of and thereafter maintain all arterial, parkway, collector and public local roads in the Project so long as such roads are constructed in accordance with Paragraph 4.5.2.1 and are dedicated free and clear of liens and encumbrances, and meet the requirements for public streets identified in the Community Plan and the City's Standard Technical Specifications and Drawings.

4.6 **Police and Fire Protection.**

4.6.1 The City shall provide to all residential and nonresidential areas in the Project, police and fire services.

4.6.2 Developer shall install fire hydrants within the Project in conformance with the City's Standard Technical Specifications and Drawings.

4.7 **Park, Trail and Open Space Areas.**

4.7.1 **Developer's Obligations.** As required in section 19.26.06 of the Saratoga City Code, 30% of the Project will be comprised of open space. As shown in the Community Plan the open space will consist of major walking/ biking trails, public and private parks, private open space, and other recreation amenities to create the active outdoor theme of the Community Plan. Developer shall also construct a community park and related trail systems as shown in the Community Plan (collectively, the "**Community Park**"). All open space improvements, including, without limitation, the Community Park, shall be constructed by Developer in accordance with the City's Standard Technical Specifications and Drawings and Title 19 of the

City Code. In accordance with Sections 4.1 and 4.2 of this Agreement, Developer shall be responsible for the dedication or purchase of culinary and secondary water and the installation of water facilities necessary to service the open space, parks, and trails required to be improved by Developer.

4.7.2 **The City's Obligations.**

4.7.2.1 **Dedication.** The City shall accept the dedication of open space areas identified in the Community Plan as being dedicated to the City, so long as such open space areas are in compliance with Paragraph 4.7.1 and are dedicated free and clear of liens, taxes (including any rollback taxes), and encumbrances.

4.7.2.2 **Maintenance by the City.** Upon dedication and acceptance by the City of any open space area intended to be dedicated to the City, the City shall maintain each such area and any improvements thereon at a level of service consistent with City's policies and practices for maintenance of parks, trails, and open space.

4.8 **Maintenance of Certain Areas by Owners Association.** Developer shall create a homeowners associations for the Project, which shall have the responsibility to maintain those open space areas identified in the Community Plan as not being dedicated to the City. In the event such areas 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 cost to the affected property owners' association, master association, or other governing body.

SECTION V. GENERAL PROVISIONS

5.1 **Binding Effect.** The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest.

5.2 **Change in Developer.** Developer acknowledges that its qualifications and identity are of particular concern to the City, and that it is because of such qualifications and identity that the City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that during the term of this Agreement, Developer shall not convey, assign, or dispose of ("**Transfer**") the Project or any portion thereof to another developer except as provided in this Paragraph 5.2. In the event of a Transfer of the Project, or any portion thereof, 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 an agreement satisfactory to the City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by the City. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, the Parties acknowledge and agree that each entity constituting Developer shall, acting alone, be entitled (a) to enforce all the rights and to perform all the obligations of Developer hereunder and (b) to enforce such rights and perform such obligations with respect to any Village through a subsidiary entity so long as such entity is wholly owned, directly or indirectly, by either or both of the entities constituting Developer.

5.3 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) the City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership among the City and Developer; and (iii) nothing contained herein shall be construed as creating any such relationship among the City and Developer.

5.4 **Consent.** In the event this Agreement provides for consent from the City or Developer, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

5.5 **Process for Modifying the Community Plan.**

5.5.1 **Intent.** The City acknowledges that the Community Plan and Use Map are a generalized depiction of the proposed development of the Project with specific land uses permitted as shown on the Use Map. The Parties agree that that Developer may amend the Community Plan and Use Map as set forth in 19.26

5.5.2 **Minor Amendments.** The City and Developer agree that minor amendments shall be accomplished administratively by the Planning Director. Minor amendments include (i) any amendment deemed a minor amendment under Chapter 19.26 of the Land Development Code, and (ii) simple modifications to text or exhibits such as:

5.5.2.1 minor changes in the conceptual location of streets, public improvements, or infrastructure;

5.5.2.2 minor changes in the configuration or size of parcels;

5.5.2.3 transfers of density as described within the Community Plan;

5.5.2.4 minor modification of land use boundaries; and

5.5.2.5 interpretations that facilitate or streamline the approval of unlisted uses that are similar in nature and impact to listed uses.

In the event of a conflict between this Section 5.5.2 and Chapter 19.26 of the Land Development Code, the least restrictive provision shall apply.

5.5.3 **Major Amendments.** If an amendment is deemed major by the Planning Director in accordance with Chapter 19.26 of the Land Development Code, it will be processed as outlined in the Land Development Code. A minor modification in Section 5.5.2 shall not qualify as a major amendment.

5.6 **No Obligation to Undertake Development.** Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer an obligation or affirmative requirement to develop the Project or any portion thereof. If Developer undertakes

to develop all or any portion of the Project pursuant to the Use Map and this Agreement, Developer agrees to abide by the terms and conditions of this Agreement and the Use Map.

SECTION VI. MISCELLANEOUS

6.1 **Incorporation of Recitals, Introductory Paragraphs, and Exhibits.** The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

6.3 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

6.4 **Construction.** This Agreement has been reviewed and revised by legal counsel for Developer and the City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 **Further Assurances, Documents and Acts.** Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of the City under this Agreement shall not be assigned, but the City is authorized to enter into a contract with a third party or create a local district to perform obligations of the City to operate and maintain any infrastructure improvement so long as such Party or entity adequately and reasonably maintains and operates such facility or improvement.

6.7 **Recording.** No later than ten (10) days after this Agreement has been executed by the City and Developer, it shall be recorded in its entirety, together with all exhibits cited in Paragraph 6.11, at Developer’s expense, in the Official Records of Utah County, Utah.

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

6.9 **Notices.** Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by electronic mail or facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as

Exhibit C Report of Action and staff reports

— Exhibit D Design Guidelines

— Exhibit E Community Plan

6.136.12 **Duration.** This Agreement shall continue in force and effect for an initial term of ten (10) years from the date of this Agreement. So long as Developer is using commercially reasonable efforts to complete the development of the Project and is not in breach of any material term herein that has not been cured within a reasonable time after receipt of written notice of such breach by City, the term of this Agreement shall automatically be extended for up to two (2) successive periods of five (5) years each. Upon the termination or expiration of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

6.146.13 **No Further Exactions.** Subject to the obligations of Developer hereunder, no further exactions shall be required of Developer by the City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

6.156.14 **Good-Standing; Authority.** The Parties warrant and represent as follows:

6.15.16.14.1 **Developer.** Developer hereby represents and warrants to the City: (a) Developer is a registered business entity in good standing with the State of Utah; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

6.15.26.14.2 **The City.** The City hereby represents and warrants to Developer that: (a) the City is a Utah municipal corporation; (b) the City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 *et seq.*), and the City's Land Development Codes to enter into and be bound by this Agreement; (c) the individual executing this Agreement on behalf of the City is duly authorized and empowered to bind the City; and (d) this Agreement is valid, binding, and enforceable against the City in accordance with its terms.

6.166.15 **Failure to Execute.** The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Use Map shall be modified to remove that parcel and the applicable density and infrastructure.

6.176.16 **Concurrency.** The City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, the City shall not be obligated to approve a

Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

6.186.17 **Indemnification.** Developer and the City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer or the City, as the case may be, or their respective officers, agents, employees or consultants.

6.196.18 **Default.** Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "**Cure Period**") after written notice thereof from the other Party shall constitute a default ("**Default**") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

6.19.16.18.1 **Termination.** If the City elects to consider terminating this Agreement due to an uncured Default by Developer, then the City shall give to Developer written notice of the City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, the City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. The City may thereafter pursue any and all remedies at law or equity.

6.19.26.18.2 **No Monetary Damages Relief or Personal Liability Against the City.** The Parties acknowledge that the City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer or personal liability for any of its officers, officials, or employees for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In addition, no personal liability may attach to or be asserted against any City officer, official, or employee.

6.206.19 **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.216.20 **Enforcement.** The Parties to this Agreement recognize that the 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 the City or violates the terms of this Agreement, the City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. The City shall be free from any liability arising out of the exercise of its rights under this paragraph.

6.226.21 **Severability; Invalidity.** If the City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

6.236.22 **Force Majeure.** Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify the City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.246.23 **Nondiscrimination.** Neither the City nor Developer nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

6.256.24 **No Waiver of Governmental Immunity.** Nothing in this Agreement is intended to, or shall be deemed, a waiver of the City's governmental immunity.

6.266.25 **Institution of Legal Action.** In addition to any other rights or remedies, any 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 District Court, State of Utah, or in the Federal District Court for the District of Utah.

6.276.26 **Names and Plans.** Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.286.27 **Amendment of Agreement.** This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, and by the City, acting by and through its City Council by duly authorized persons.

CITY:

Attest:

City of Saratoga Springs,
a Utah Municipality

_____, City Recorder

By: _____
Jim Miller, Mayor

DEVELOPER:

LEADING EDGE DEVELOPMENT, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

DCP SARATOGA LLC, a Utah limited
liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by Jim Miller, as Mayor, and _____, as Recorder of the City of Saratoga Springs.

NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of Leading Edge Development, LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at:_____

My commission expires:_____

STATE OF _____)
:SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____, the _____ of DCP Saratoga LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at:_____

My commission expires:_____

EXHIBIT A
Planning Commission report, minutes, report of action

EXHIBIT B

|

EXHIBIT B

City Council report, minutes, report of action

EXHIBIT B

EXHIBIT C
Report of Action and staff reports

EXHIBIT D
Design Guidelines

EXHIBIT E
Community Plan

On file with the City Recorder's Office