CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING

Tuesday, March 25, 2014

Meeting held at the City of Saratoga Springs City Offices

1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL AMENDED AGENDA

Councilmembers may participate in this meeting electronically via video or telephonic conferencing.

POLICY SESSION- Commencing at 7:00 p.m.

- Call to Order.
- Roll Call.
- Invocation / Reverence.
- Pledge of Allegiance.
- Public Input - Time has been set aside for the public to express ideas, concerns, and comments. Please limit repetitive comments.
- Awards, Recognitions and Introductions.

POLICY ITEMS

1. Consent Calendar:
    a. Award of Bid for the City Wide Crack Seal project.
    b. Award of Contract for the Shoreline Wetland Cultural Resource Study.
    c. Award of Bid for the Loch Lomond pressure reducing valve project.
    d. Sierra Estates storm drain reimbursement agreement.
    e. Preliminary Plat for Stillwater Phase 6 located at 2700 South Stillwater Drive, Land Solutions Partner, applicant.
    f. Joint Federal Aid agreement between the City of Saratoga Springs and Utah Department of Transportation for Lakeshore Trail.
2. Public Hearing: Real Estate transaction with Central Utah Water Conservancy District.
3. Public Hearing: Rezone and Concept Plan for Talus Ridge located at approximately 550 North 800 West, Edge Homes, applicant.
    a. Ordinance 14-4 (3-25-14): amending the City of Saratoga Springs official zoning map.
4. Public Hearing: Rezone and Concept Plan for Heron Hills located at approximately 3250 South Redwood Road, Steve Larson, applicant.
    a. Ordinance 14-5 (3-25-14): amending the City of Saratoga Springs official zoning map.
5. Preliminary Plat for Heron Hills located at approximately 3250 South Redwood Road, Steve Larson, applicant.
6. Public Hearing: Amendment to Sierra Estates Master Development Plan located between 350-600 West and 400 North, Stephen Sowbie, applicant.
7. Public Hearing: Revisions to the City of Saratoga Springs Land Development Code. (Sections 19.01-General Provisions, 19.02-Definitions, 19.03-Powers and Duties, 19.04-Land Use Zones, 19.05-Supplementary, 19.08-Home Occupations, 19.09-Off Street Parking, 19.12-Subdivisions, 19.13-Development Review Process, 19.14-Site Plan Review, 19.15-Conditional Uses, 19.17-General Plan, Ordinances, or Zoning Map Amendments, 19.18-Signs, 19.26-Planned Community Zone.
8. Ordinance 14-6 (3-25-14): adopting amendments to the City of Saratoga Springs Land Development Code.
9. Resolution R14-16 (3-25-14): appointing an alternate representative to the Utah Valley Dispatch Special Services.
10. Motion to enter into closed session for the purchase, exchange, or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual.
11. Adjournment.

Notice to those in attendance:

- Please be respectful to others and refrain from disruptions during the meeting.
- Please refrain from conversing with others in the audience as the microphones are sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (e.g., applauding or booing).
- Please silence all cell phones, tablets, beepers, pagers, or other noise making devices.
- Refrain from congregating near the doors to talk as it can be noisy and disruptive.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify the City Recorder at 766-9793 at least one day prior to the meeting.

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Bid Award for 2014 City Wide Crack Project
Date: March 25, 2014
Type of Item: Bid Award Recommendation

Description:

A. **Topic:** This item is for the approval of a contract for 2014 City wide streets crack sealing program.

B. **Background:** This is an annual project the City undertakes to extend the life of the current street infrastructure. This year's project will provide a sealer on every City maintained street and parking lot. This maintenance program will continue on a four year rotation as needed. The scope of this project is based on priorities identified in the TAMS report dated 2010.

C. **Analysis:** The funding for this project has already been allocated under GL #'s 35-4000-744 and 10-4410-740. In accordance with State requirements governing B and C road funds, this project is being advertised for more than 3 weeks.

Recommendation: Staff recommends that the City Council award the contract to Top Job LLC, the lowest qualified bidder, for the amount of $71,862.00.

2162 West Grove Parkway Ste 400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS
ENGINEERS

Tel: 801.763.5100
Salt Lake line: 532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

March 13, 2014

Mayor Jim Miller
City of Saratoga Springs
1307 North Commerce Drive #200
Saratoga Springs, Utah 84045

Subject: Crack Seal Program 2014

Dear Mayor,

We have received the bids for the Crack Seal Program 2014. I have attached a copy of the official Bid Tab. The low bidder was Top Job LLC.

Since the City has not partnered with Top Job in the recent past, I checked both the status of their state license and several references for other recent crack seal projects. I found their General Contractor license to be in good standing with no disciplinary actions. I found their references to be satisfied with the work they have performed.

I contacted Top Job directly and discussed with them their bid. They understand that their bid was considerably lower than the other bids. They feel their bid is correct and they can do the work as described in the contract documents.

As a result, we recommend awarding the contract to Top Job LLC for the bid amount of $71,862.00.

Sincerely,
HORROCKS ENGINEERS

JASON JUDD, P.E.

Attachments: 1

cc: Mark Edwards, City Capital Facilities Manager
Jeremy Lapin, City Engineer
file

Bid Tabulation
Crack Seal Program 2014

CCI: 9681
Place: Saratoga Springs City Office
Date: March 6, 2014
Time: 2:00:00 PM

PM: Steven Lord
PE: Jason Judd

				Bidder 1 Top Job LLC		Bidder 2 Ridge Rock, Inc.		Bidder 3 Superior Asphalt		Bidder 4 M&M Asphalt Services Inc.		Bidder 5 Kilgore Contracting		Bidder 6 Greene's Inc		Average Price	
ITEM NO.	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	Crack Seal																
A	Streets	1	LS	$67,852.00	$67,852.00	$121,500.00	$121,500.00	$118,522.00	$118,522.00	$116,670.00	$116,670.00	$157,000.00	$157,000.00	$143,269.31	$143,269.31	$120,802.22	$120,802.22
B	Parking Lots	1	LS	$4,010.00	$4,010.00	$15,821.00	$15,821.00	$15,809.00	$15,809.00	$5,941.00	$5,941.00	$10,000.00	$10,000.00	$15,809.70	$15,809.70	$11,231.78	$11,231.78
			Total Bid		**$71,862.00**		**$137,321.00**		**$134,331.00**		**$122,611.00**		**$167,000.00**		**$159,079.01**		**$132,034.00**

Low Bid $71,862.00

I hereby certify that this is a true and correct Bid Tabulation for the Crack Seal Program 2014

10% Contingency $7,186.20
Total $79,048.20

PROFESSIONAL ENGINEER
3-13-14
No. 8303103
JASON E. JUDD
STATE OF UTAH

Jason E. Judd, P.E.

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Award of Contract for the Shoreline Wetland and Cultural Resource Study
Date: March 25, 2014
Type of Item: Award of Contract

Description:

A. Topic:

This item is for the award of a contract to SWCA Environmental Consultants for the Shoreline Wetland and Cultural Resources Study. This contract was solicited by the City through a Request for Proposal (RFP). The City received nine proposals from qualified firms (Bid Tab attached).

B. Background:

This Study will provide Staff, Council, developers and the general public important insight for shoreline land planning. The baseline scope of work requested in the RFP includes a Class III Cultural Resource Study and Preliminary Jurisdictional Wetland Delineation on properties outlined in the RFP (attached). Additive Alternates 1 and 2 were also included as tasks requested if the costs for services could be completed while staying within the budget. Additive Alternate 1 has the Consultant contacting private landowners and HOA's for access to their land. Additive Alternate 2 tasks include providing a City wide wetland survey covering approximately 2,160 acres. This survey is intended to identify other wetlands within the City boundaries through aerial photography, National Wetland Inventory shapefiles and other accredited sources. Field verification or ground truthing will be performed on all readily accessible properties.

C. Analysis:

A combination of City Staff and Councilwoman Call were on the selection team, evaluating proposals and interviewing the shortlisted consultants. Of the four shortlisted consultants, SWCA was selected for their understanding of the scope of work, depth of experienced staff, expertise in the field and cost for services.

Recommendation:
Staff recommends that the City Council award the Shoreline Wetland Delineation and Cultural Resource Study Contract to SWCA Environmental Consultants, the Base Bid tasks ($33,774.00) and Additive Alternate 1 ($436.00) and Additive Alternate 2 ($5,351.00). The Total contract price $39,561.

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SARATOGA SPRINGS SHORELINE WETLAND AND CULTURAL DELINEATION PROJECT

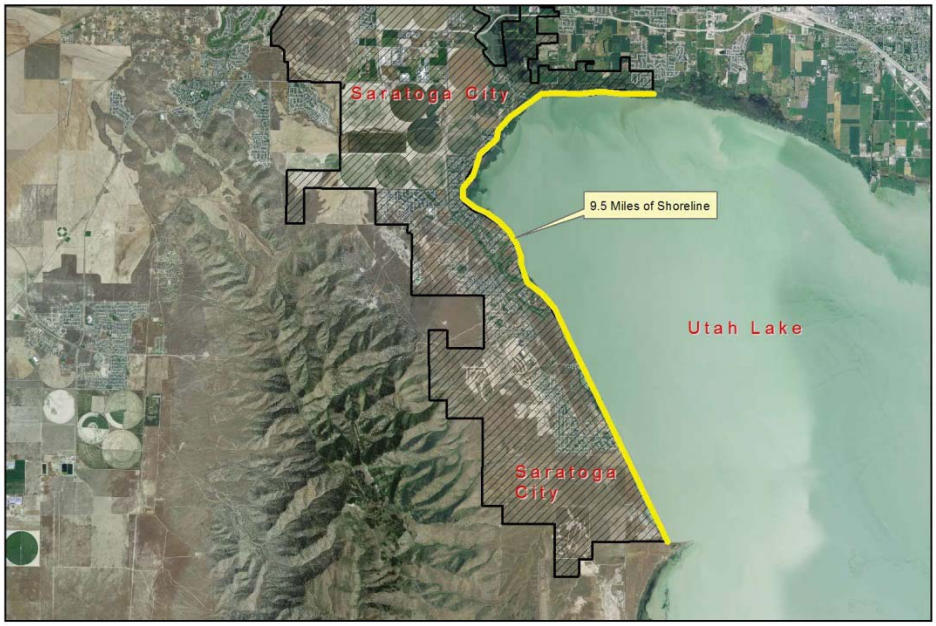
NOTICE TO PROFESSIONALS

Through this **Request for Proposals** (RFP), the City of Saratoga Springs (hereinafter the 'City') is soliciting competitive sealed proposals from qualified firms to assist evaluation of wetlands and cultural resources along the Utah Lake shoreline within the City boundaries. The City intends to compare and evaluate all eligible submittals and select the most qualified firm as outlined in subsection 4.13 EVALUATION CRITERIA of this request. This is a Request for Proposals only and should not be interpreted as a solicitation for services or as a contract for services. Submittals should be comprehensive, concise, and directly responsive to the goals and format as outlined in this RFP.

BACKGROUND

The City desires to understand and document the extent of wetlands and cultural resources that may exist along the shoreline of Utah Lake. This information will assist the City with planning and review of future developments within this area. Although the shoreline is mostly taken over by invasive wetland species such as phragmites, Tamarisks and Russian Olives trees, these shorelines remain critical for wetland and wildlife habitat as restoration efforts are underway to eradicate the invasive and develop more desirable wetland areas. Impacts to the shoreline by future development will require permitting by the US Army Corps of Engineers, Forestry, Fire and State Lands and coordination with the Utah Lake Commission. The goal of this RFP is to the determine the shoreline wetland boundaries, existing cultural resources, range of Utah Lake levels, and permitting steps necessary if impacts to the wetlands are proposed in the future.

This RFP is for work required to evaluate existing wetlands and cultural resources within the project area shown in Figure 1.



SCOPE OF WORK

The City is requesting professional services required to evaluate existing wetlands and cultural resources along the shoreline of Utah Lake within city boundaries. The project will include a detailed evaluation that will provide ground surveys of the wetlands and archaeological artifacts or historical resources within the defined project area. A report will be prepared by the consultant to document the results of the formal wetland delineation and cultural resource survey. The report will also include a section on permitting and the recommendations for steps to be taken in the event of future impacts. The wetland delineation report will be submitted to the US Army Corps of Engineers (Corps) as final wetland delineation for approval between the City and Corps. The cultural resource report shall be prepared for the City to be kept on file for future reference.

The services anticipated by the City for this project should include the following tasks:

Task 1 – Project Management and Coordination: Provide project management services required for administration and delivery of the project, including but not limited to, coordination of internal staff and sub-consultants, management of scope and budget, preparation and review of monthly invoicing, and coordination with City staff. Assume time for preparation and attendance at five project meetings with City staff and agencies, including a project kickoff meeting, three regular progress meetings, and a meeting to review the Draft Report.

Task 2 – Data Gathering and Documentation: Evaluate existing national inventory maps, current and historical aerials, soil maps and other existing mapping that will be relevant to the understanding of the existing conditions within the project area. Develop a general map for preliminary review with the City and use in ground surveys of field conditions.

Task 3 – Field Sampling: Provide required soil test pits for each acre of wetland evaluated as required by the US Army Corps of Engineers. Develop a photo log to be included in the final report.

Task 4 – Wetland Delineation: Develop formal delineations for all wetlands observed within the project area for submittal to the US Army Corps of Engineers for approval.

Task 5 – Cultural Resources Delineation: Conduct archaeological/historical resource evaluations including an online data search as well as ground survey to determine if historical artifacts or resources are present within the area. Develop a photo log and Class 3 Cultural Resource Report.

Task 6 – Permitting Evaluation: Evaluate all permits that would be required for development within the delineated areas. Provide recommendations for steps to be taken in the event of future impacts.

Task 7 – Wetland and Cultural Delineation Report: A final report will be generated to explain the permitting process and include the generated maps for the shoreline. The recommendations section of the report should provide an explanation of the steps necessary in the event wetlands or historical artifact may be impacted by a future project. Provide electronic mapping information in GIS format that can be used by the City in the future as the area develops.

INSTRUCTIONS TO PROPOSERS

PROJECT TIMETABLE

The following timetable has been established for this project. *LATE PROPOSALS WILL NOT BE ACCEPTED.*

- **Pr-Bid M[illegible] d[illegible]r[illegible] C[illegible] N[illegible] C[illegible] r[illegible] Dr[illegible]**
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PRE-PROPOSAL VISIT

Proposers are strongly encouraged to visit the project area and examine the conditions prior to submitting their proposals.

PROPOSALS EVALUATION

The procedure for response to this RFP, evaluation of proposals, and selection of a Consultant is as follows:

1. Interested entities will prepare and submit their proposals according to the Project timetable contained in Subsection 4.1

2. The City and/or its representatives will evaluate all submitted proposals in accordance with the evaluation criteria as outlined in Subsection 4.13.

3. A Professional Services Agreement incorporating the provisions, terms and conditions of this RFP will be executed between the City and the selected Consultant.

PROPOSAL SUBMISSION

Each respondent must submit *Five (5) COPIES* of its *SEALED* proposal to the **C** **S** **S**. The envelope containing the proposal must be clearly labeled "SEALED PROPOSAL – SARATOGA SPRINGS SHORELINE WETLAND AND CULTURAL DELINEATION PROJECT". The proposals must be delivered to:

N C Dr S
S S U

PROPOSAL ORGANIATION AND CONTENT

All requested documentation must be included. The proposal must include (in the following order):

A. Transmittal letter stating the respondent's intent to participate in the contract. The letter of transmittal shall be on official business letterhead and shall include the following:

1. A statement that the respondent will comply with all terms and conditions as indicated in the RFP.

2. A statement indicating whether the respondent is a corporation or other legal entity.

3. A statement of affirmative action that the respondent does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.

4. A certification statement to the effect that the person signing the proposal is authorized to do so, on behalf of the respondent.

5. Names of the key contact persons with their title and telephone numbers. Also, indicate first and second back-up contact persons if the person signing the proposal is not available to take a call from the City.

6. Name and complete mailing address of the respondent along with telephone number and fax number.

B. Comprehensive RFP response including all requested information and documentation. The proposed price shall be inclusive of all costs to complete the work including but not limited to travel, equipment, testing, and plan reproduction costs. Proposals shall also include a copy of current billing rates for key personnel. The proposal response shall include at a minimum the following sections:

1. Executive summary (two pages maximum)

2. Organizational chart showing the team involved including individual members, all organizations, relationships, and breakdown of responsibilities, and the percentage of work that is expected to be performed locally. Indicate other offices/locations that might provide services along with a percentage of work to be performed at those locations

3. Proposer Qualifications: This section should describe the proposer's experience on similar projects, including the individual team members' involvement on the specific projects described. Project information, such as photographs and plans for the identified projects should be briefly included. Resumes of principals and other key staff scheduled to participate on the projects should be included. For all major participants, note the approximate full time equivalent hours to be devoted to the project. Provide a minimum of three references, including name, address and telephone number, of persons who can attest to performance on relevant projects.

4. Work Plan: This section should describe the methodology and process proposed to be used to complete the scope of work defined in Section 3, including any potentially innovative or creative solutions for the project. It should address the proposed schedule for the Consultant's work; describe outputs to be delivered; and identify advantages of the proposal to the City.

ORAL PRESENTATION

As part of the proposal evaluation process, selected proposers may be invited to make oral presentations to the City. These presentations must be made by the same project team personnel who will be assigned to the project should the proposer be awarded a contract.

SUBMITTAL OWNERSHIP

All proposals (and the information contained therein) shall become the property of the City. Proposers should carefully consider the items submitted before submitting items that would not be disposable to the proposer. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the City. No proposal shall be returned to the respondent regardless of the outcome of the selection process. Cost for developing proposals and making proposal presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to the City.

CITY USE OF PROPOSAL IDEAS

The City reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

UESTIONS AND CLARIFICATIONS

Questions regarding this RFP should be submitted in writing and be directed to:

Jeremy Lapin – City Engineer
jlapin@saratogaspringscity.com
Business Hours: M-Thurs. 8:00 a.m. to 5:00 p.m.;
Telephone: 801-766-9793 ext. 137 Fax: 801-766-9794

ACCEPTANCE OF PROPOSAL

A. The City reserves the right to reject any or all proposals for any reason and or waive minor irregularities when to do so would be in the best interests of the City. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

B. The responding party agrees that the City may terminate this procurement procedure at any time, and the City shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

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DIS UALIFICATION OF PROPOSAL

A. The City reserves the right to reject any and all proposals received by reason of this RFP, or to negotiate separately with any source whatsoever in any manner necessary to serve the best interests of the City. The City may or may not award a contract solely on the basis of this RFP and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets the City's needs and is the most advantageous proposal received. No oral, telegraphic or telephonic proposals or modifications will be considered.

B. The occurrence of any of the following may result in disqualification of a proposal:

1. Failure to respond by the established submission deadline.
2. Failure to completely answer all questions posed in the RFP.
3. Use of any other type of form or format other than those indicated in the RFP.
4. Failure to provide requested documentation at the time of proposal submission.
5. Illegible responses.
6. If the proposer adds any provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award, or any other unauthorized conditions, limitations or provisions.
7. If the proposer is unable to evidence a satisfactory record of integrity.
8. If the proposer is not qualified legally to contract.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS

WITHDRAWAL OF PROPOSAL

The proposal may be withdrawn upon request by the proposer, without prejudice, prior to, but not after, the time fixed to receive proposals.

EVALUATION CRITERIA

A. All requirements identified in this RFP must be satisfied to insure that the proposal will qualify for consideration. The City desires to receive proposals from firms who can demonstrate operational and technical qualifications and capabilities.

B. All proposals will be evaluated by representatives of the City to identify the proposal that best meets the needs of the City as set forth in the RFP. A component based system will be used to evaluate all proposals. A brief description of each component includes:

1. Qualifications: This category represents an evaluation of the Consultant's understanding of the Shoreline Wetland and Cultural Delineation Project and the technical approach to be used to meet the City's needs.

2. Key Personnel: This category deals with the experience level of key personnel proposed for this project and the proposer's willingness and demonstrated ability to work effectively with the City. Experience relates to the overall assessment of the proposer's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP, and the oral interviews

3. Project Approach: This category represents an evaluation of the Consultant's plan for managing the project. This category will also evaluate the Consultant's proposed completion date.

4. Project and Client Experience: This category deals with the proposer's performance on similar prior projects and the proposer's willingness and demonstrated ability to work effectively with the City. Experience relates to the overall assessment of the proposer's assigned personnel. Evaluation will be based on resumes that are provided, direct contact with identified current and previous clients, submitted information in response to the RFP, and the oral interviews.

5. Fee Proposal: This category will evaluate the Consultant's proposed fees.

GENERAL REQUIREMENTS

AMENDMENTS

No oral modifications or amendments to this RFP shall be effective. If it becomes necessary to revise any part of the RFP, an addendum will be provided to all who received an RFP.

EMPLOYMENT STATUS VERIFICATION

Consultant shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. Consultant shall, by contract, require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

Consultant shall also agree to abide by the Federal and State regulations pertaining to Equal Opportunity Employment that requires project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The City will make every effort to ensure all bidders are treated fairly and equally throughout the entire advertisement, review, and selection process.

COMPENSATION FOR SERVICES

The City intends to enter into a professional services contract covering the projects outlined in this RFP. Failure of the successful proposer to enter into a written contract may result in cancellation of the award. Compensation for the services rendered will be based a task completion basis and may not exceed the fees provided in the response to this proposal.

NON-COLLUSION

Consultant shall guarantee that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, or cost estimate of any proposal or its price.

OMISSIONS

Should the RFP not contain sufficient information in order for the firm to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the RFP are not clear or contradictory, the Consultant may obtain written clarification from the City at least 24 hours prior to the required time and date for proposal submission. The Consultant shall include a copy of the written clarification with its submission.

ADDENDUM #3

For

City of Saratoga Springs

Request for Proposal

Saratoga Springs Wetland and Cultural Delineation Project

Issued January 21, 2014

This addendum is included in the Request for Proposal (RFP).

A. The following changes are hereby made to the RFP

- **Figure 1 added**
- **Figure 2 added**
- **Figure 3 added**
- **Bid Tab for FFSL added**
- **Bid Tab for Private Property added**

- **SECTION 3; Scope of Work is replaced as follows:**

The City is requesting professional services as required to provide the Army Corps of Engineers (ACOE) a preliminary jurisdictional determination (JD) of wetlands and the State Historic Preservation Office (SHPO) with a Class 3 Intensive Cultural Resource Inventory along the shoreline of Utah Lake within city boundaries.

A report will be prepared by the consultant to document the results of the preliminary JD of wetlands as well as the Class 3 Cultural Resource inventory. The report shall also include recommendations for project specific permitting and options for addressing future impacts to potential wetlands and/or historic resources. A signed preliminary JD shall be submitted to the ACOE and the Class 3 cultural resource inventory shall be submitted to the SHPO and any concerns brought up by these agencies shall be addressed and documented in the report presented to the City.

The study area has been delineated in four categories, each with its own study parameters.

- Undeveloped Properties: the study area includes land from the edge of the water to 200 foot inland.
- Developed Properties with a trail: this study area includes lands between the trail and the edge of water
- Developed areas without a trail: This study area includes land between the edge of water and the property line
- Properties along the shoreline belonging to the Division of Fire, Forestry and State Lands

The services anticipated by the City for this project should include, but may not be limited to, the following tasks:

Task 1 – Project Management and Coordination: Provide project management services required for administration and delivery of the project, including but not limited to, coordination of internal staff and sub-consultants, management of scope and budget, preparation and review of monthly invoicing, and coordination with City staff. Assume time for preparation and attendance at five project meetings with City staff and agencies, including a project kickoff meeting, three regular progress meetings, and a meeting to review the Draft Report.

Task 2 – Data Gathering and Documentation: Based on the study area shown in figures 1 and 2 of the RFP, evaluate existing national inventory maps, current and historical aerials, soil maps and other existing mapping that will be relevant to the understanding of the existing conditions within the project

area. Develop a preliminary map for review with the City to identify the location of the ground surveys necessary both the wetlands delineation and the cultural resource inventory. This task will also include the evaluation of accessibility of the proposed study areas and deciding with the city how to proceed in those areas in which the landowner's permission cannot be obtained and/or properties are deemed inaccessible.

Task 3 – Wetland Field Sampling: Complete and document the required soil test pits for each acre of wetland within the project as required for a Preliminary JD. Develop a photo log to be included in the final report.

Task 4 – Preliminary Jurisdictional Determination: Complete and submit the preliminary JD to the US Army Corps of Engineers including written requests, completed preliminary jurisdictional determination forms, maps, data sheets, reference information, and scheduling and holding a preliminary JD field visit with the ACOE.

Task 5 – Cultural Resources Inventory: Prepare a Class 3 Intensive Cultural Resource Inventory as required for compliance with Section 106 of the National Historic Preservations Act (NHPA) on property owned by the State (Department of Natural Resources, Division of Fire Forestry and State Land) shown as parcels A-R on Figure 2 of the RFP including an online data search, photo log, and ground surveys to determine if historical artifacts or resources are present within the project area.

Task 6 – Permitting Evaluation: Evaluate all permits that would be required for projects within the delineated areas. Provide recommendations for steps to be taken in the event of future projects both for those projects that would potentially impact wetlands or cultural resources as well as those may not.

Task 7 – Final Report: A report shall be generated to explain the results of the Preliminary JD, the Class 3 cultural inventory, feedback from the ACOE and SHPO based on meetings and their review of the submitted reports, a comprehensive evaluation of the permitting process and any maps or exhibits illustrating the results of studies. The recommendations section of the report should provide an explanation of the steps necessary in the event wetlands or historical artifact may be impacted by a future project. Provide electronic mapping information in GIS format that can be used by the City in the future as the area develops.

- **SECTION 4.5 (B) (1) Executive Summary is amended as follows:**

    - Executive summary: This section shall include the price proposal and current billing rates for key personnel. Price proposal shall include both Bid Tabs, one for the private properties and one for the Division of Fire and Forestry State Lands property as well as price proposals for Additive Alternates #1, and #2. Each line item in the bid tables as well as price proposals for Additive Alternates 1 and 2 shall be lump sum inclusive of all costs necessary to perform the required tasks. Bid Tables are for a lump sum price for each parcel at the acreage listed. The City reserves the right to choose what parcels to include in the bid award or to delete certain parcels from the final contract.

- **SECTION 4.13 (B) (5) Fee Proposal is amended as follows:**

    5. Fee Proposal: This category will evaluate the Consultant's proposed fees. The City reserves the right to choose what parcels from the bid tabs to include in the final bid award or to delete certain parcels or bid line items from the final contract. The City also reserves the right to award Additive Alternate #2 as a stand-alone contract, separate from the rest of the bid and to a different firm than may be awarded the main bid.

ADDITIVE ALTERNATES

City of Saratoga Springs
Request for Proposal
Saratoga Springs Wetland and Cultural Delineation Project
Issued January 21, 2014

The following Additive Alternates are hereby added as part of the RFP;

Additive Alternate #1;

The intent of this additive alternate to the RFP is to have consultants provide a cost for services to contact landowners to gain permissions to access their properties to perform the study and to document all requests and approvals.

Price proposals for Additive Alternate #1 shall be provided on the specified section of the Bid Tables. One Bid Table is for Private Property within the study area and the other is for property owned by the Division of Fire, Forestry and State lands. Ownership information shown on the bid table has been taken from Utah County Records; the City is not responsible for the accuracy of this information. If property ownership has changed the Consultant will be required to establish the owner and attempt to contact that landowner for permission to access their property

Additive Alternate #2;

The intent of this additive alternate to the RFP is to have Consultants provide a cost to provide a city wide Wetland Inventory by using National Wetland Inventory shapefiles, aerial photography and any other readily available mapping resources and accredited documentation to conservatively estimate the distribution of wetland habitat within the City's annexation boundary as shown on Figure 3, approximately 2,160 acres. The consultant is expected to complete ground-truthing and/or field verification for all viewable and readily accessible locations. Field sampling and coordination with the ACOE is not required as part of this alternate. Price proposals for Additive Alternate #2 shall be provided in the Executive Summary portion of the proposal and shall be Lump Sum, inclusive of all costs necessary to complete the City Wide Wetland Inventory. The City reserves the right to award Additive Alternate #2 as a stand-alone contract, separate from the rest of the bid and to a different firm than may be awarded the main bid.

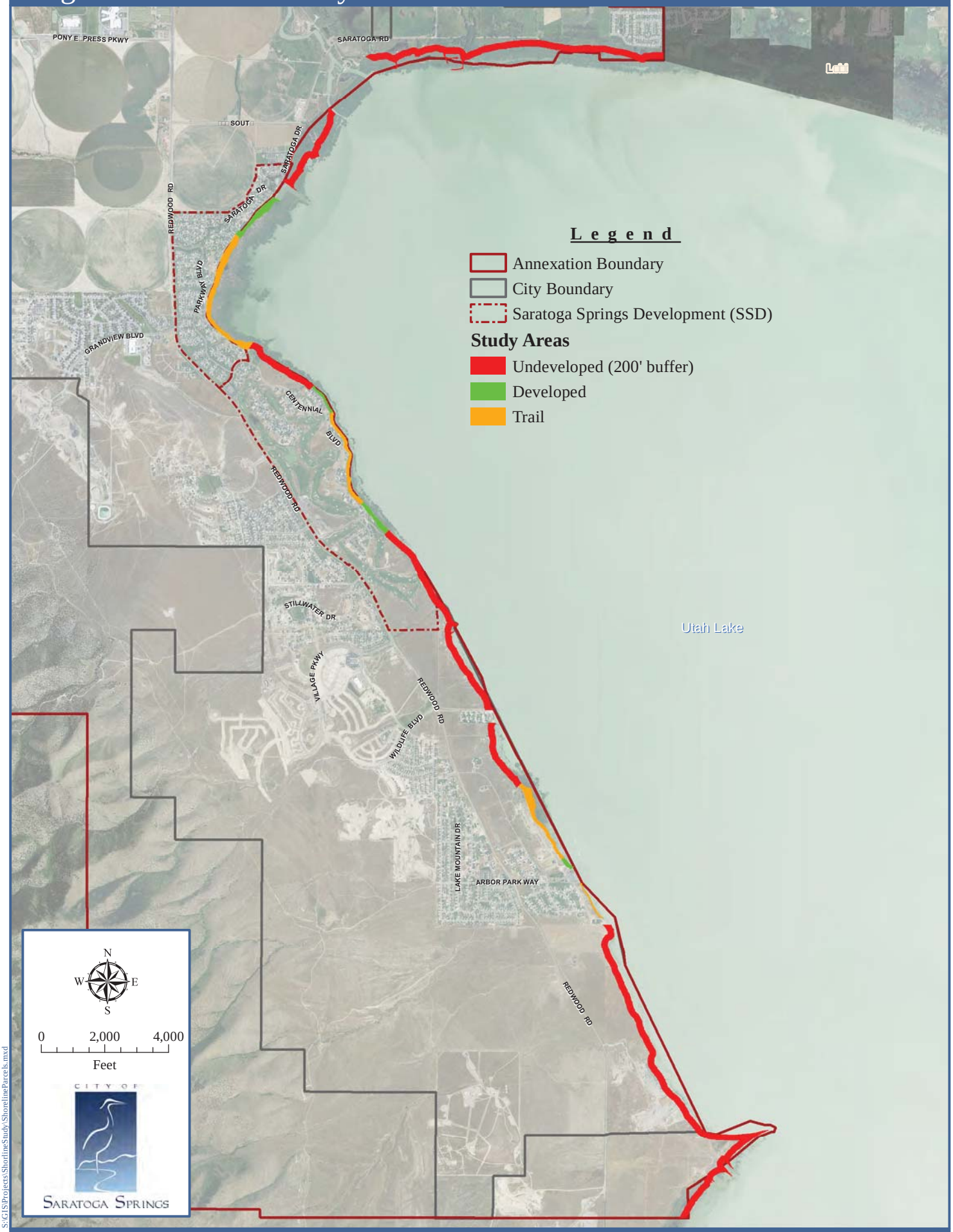
Division of Fire, Forestry and State Lands			1594 W NORTH TEMPLE # 3520 SALT LAKE CITY, UT 84116		
Prelimnary Jurisdictional Wetland Delineation Lump sum Bid Cost	Class III Cultural Resource Study Lump Sum Bid Cost	Cost to Access Properties Lump Sum	Area Label (See Figure 2)	Type	Acres
			A	200' buffer	1.35
			B	200' buffer	1.09
			C	200' buffer	13.94
			D	Developed	6.72
			E	Trail	13.96
			F	200' buffer	5.61
			G	Developed	1.07
			H	Trail	4.40
			I	Developed	1.52
			J	200' buffer	3.68
			K	200' buffer	1.01
			L	200' buffer	1.65
			M	Trail	6.16
			N	Developed	0.58
			O	200' buffer	3.01
			P	200' buffer	0.37
			Q	200' buffer	0.43
			R	200' buffer	7.87
			13:074:0014	Parcel	80.90

Prelimnary Jurisdictional Wetland Delineation Lump sum Bid Cost	Cost to Access Properties Lump Sum	Parcel ID	Parcel Area (Acre)	OWNER NAME	OWNER ADDRESS
		58:041:0146	0.01	WARDLEY PROPERTIES LLC	649 SAINT CROIX ST HENDERSON, NV 89012
		41:726:0470	0.01	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200 SARATOGA SPRINGS, UT 84045-5302
		45:228:0058	0.01	TOWN OF SARATOGA SPRINGS THE	2015 S REDWOOD RD SARATOGA SPRINGS, UT 84045
		58:041:0146	0.01	WARDLEY PROPERTIES LLC	649 SAINT CROIX ST HENDERSON, NV 89012
		59:001:0097	0.01	WARDLEY PROPERTIES LLC	649 SAINT CROIX ST HENDERSON, NV 89012
		59:001:0107	0.01	WARDLEY / WDF-AY LLC	PO BOX 1096 CARLSBAD, CA 92018
		45:228:0171	0.01	SUMMIT DEVELOPMENT & MANAGEMENT LLC	1270 W 1130 S # 145 OREM, UT 84058-3833
		45:228:0169	0.02	LOUDER, JAMES ELGIN & PATRICIA MAE	348 N 600 E OREM, UT 84097-4843
		58:037:0039	0.02	LIEBER MANAGEMENT CO	2192 E 2700 S SALT LAKE CITY, UT 84109-1753
		58:037:0040	0.02	LIEBER MANAGEMENT CO	2192 E 2700 S SALT LAKE CITY, UT 84109-1753
		16:002:0024	0.03	CEDARSTROM, RUSSELL KEITH	%CEDARSTORM, JEFF 2880 W 11980 S RIVERTON, UT 84065-7625
		41:726:0471	0.03	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200 SARATOGA SPRINGS, UT 84045-5302
		45:228:0169	0.05	LOUDER, JAMES ELGIN & PATRICIA MAE	348 N 600 E OREM, UT 84097-4843
		58:041:0096	0.05	WARDLEY PROPERTIES LLC	649 SAINT CROIX ST HENDERSON, NV 89012
		59:001:0107	0.05	WARDLEY / WDF-AY LLC	PO BOX 1096 CARLSBAD, CA 92018
		16:005:0016	0.06	ENSIGN, DONALD P	PO BOX 9326 SALT LAKE CITY, UT 84109-0326
		16:005:0007	0.06	PUGH, PAULINE G	145 E 500 N LEHI, UT 84043-1607
		59:001:0091	0.07	KILGORE, VICTOR K & PTARMIGAN S	284 ISLAND RD SARATOGA SPRINGS, UT 84045-8115
		59:001:0090	0.08	KAHN, SCOTT J	1782 CENTENNIAL BLVD SARATOGA SPRINGS, UT 84045-3961
		59:001:0088	0.08	LANDYN, CAROLE	3595 OLD CONEJO RD UNIT B NEWBURY PARK, CA 91320-2122
		58:041:0188	0.10	SARATOGA SPRINGS DEVELOPMENT LLC	5296 COMMERCE DR # 303 MURRAY, UT 84107-5371
		59:001:0092	0.10	MUSE, DWIGHT & TERESA	1768 S AMANDA LA SARATOGA SPRINGS, UT 84045
		59:001:0095	0.10	HILL, GREGORY J & JOLIE H	1712 AMANDA LA SARATOGA SPRINGS, UT 84045-4092
		49:389:0059	0.11	REAY, VICKIE	1502 BOX ELDER DR ALPINE, UT 84004
		45:228:0170	0.11	SUMMIT DEVELOPMENT AND MANAGEMENT LLC	1270 W 1130 S # 145 OREM, UT 84058-3833
		59:001:0089	0.11	ROBINS, MATHEW & JEANETTE D	1736 AMANDA LA SARATOGA SPRINGS, UT 84045-4092
		59:001:0096	0.11	PENDELTON, CANDACE	1698 AMANDA LA SARATOGA SPRINGS, UT 84045-4757
		59:001:0087	0.13	YOUNG, DAVID C	1748 AMANDA LA SARATOGA SPRINGS, UT 84045-4092
		49:389:0058	0.14	KENDELL, KRISTIN SPENCER	268 RIVER VIEW DR ALPINE, UT 84004-1352
		49:389:0062	0.14	SMITH, GARRETT & HOLLY M	4078 PELICAN LA SARATOGA SPRINGS, UT 84045-3818
		49:389:0064	0.14	DODGE, SALLIE H	1922 S CENTENNIAL BLVD SARATOGA SPRINGS, UT 84045
		59:001:0098	0.14	CITY OF SARATOGA SPRINGS	1307 N COMMERCE DR STE 200 SARATOGA SPRINGS, UT 84045-5302
		49:389:0063	0.14	R & T INVESTMENTS LC	51 W CENTER # 604 OREM, UT 84057
		58:037:0041	0.16	STATE OF UTAH	1594 W TEMPLE # 3520 SALT LAKE CITY, UT 84114
		49:389:0061	0.16	PACE, RAND EARL & JULIE MEADOR	3550 S 2175 E SALT LAKE CITY, UT 84109-2903
		16:005:0014	0.17	AMBRO & SON LLP (ET AL)	14420 COUNTY ROAD 5 BURNSVILLE, MN 55306-4869
		16:005:0007	0.17	PUGH, PAULINE G	145 E 500 N LEHI, UT 84043-1607
		49:389:0065	0.17	LARSON, DARRYL & KIMBERLY	6948 W 4065 S WEST VALLEY CITY, UT 84128
		49:389:0066	0.17	COE, DARREN & SHERYL I	3837 BEACON DR SARATOGA SPRINGS, UT 84045
		49:389:0060	0.18	KENDELL, KRISTIN SPENCER	268 RIVER VIEW DR ALPINE, UT 84004-1352
		45:228:0058	0.19	TOWN OF SARATOGA SPRINGS THE	2015 S REDWOOD RD SARATOGA SPRINGS, UT 84045

		49:389:0067	0.20	CHAMICO LLC	4345 N WINDSOR DR PROVO, UT 84604
		38:445:0001	0.20	SARATOGA SPRINGS OWNERS ASSOCIATION	PO BOX 35 SARATOGA SPRINGS, UT 84045
		59:012:0051	0.20	TALONS COVE GOLF LLC	2750 N UNIVERSITY AV PROVO, UT 84604-3861
		58:037:0003	0.22	ALII LLC (ET AL)	%SECURE MECHANICAL PO BOX 1070 RIVERTON, UT 84065-1070
		59:001:0032	0.25	SARATOGA SPRINGS DEVELOPMENT LLC	5296 S COMMERCE DR # 303 MURRAY, UT 84107
		16:001:0019	0.26	CITY OF SARATOGA SPRINGS	1307 N COMMERCE DR STE 200 SARATOGA SPRINGS, UT 84045-5302
		45:228:0137	0.29	SUMMIT DEVELOPMENT & MANAGMENT LLC	1270 W 1130 S # 145 OREM, UT 84058-3833
		45:228:0169	0.30	LOUDER, JAMES ELGIN & PATRICIA MAE	348 N 600 E OREM, UT 84097-4843
		59:001:0045	0.32	TALONS COVE GOLF LLC	2750 N UNIVERSITY AV PROVO, UT 84604-3861
		59:001:0107	0.34	WARDLEY / WDF-AY LLC	PO BOX 1096 CARLSBAD, CA 92018
		41:726:0470	0.36	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200 SARATOGA SPRINGS, UT 84045-5302
		58:037:0011	0.40	BROTHERS, GARNA L	9875 W 7200 N LEHI, UT 84043-9578
		13:073:0016	0.41	MCLACHLAN, SCOTT	PO BOX 37 LEHI, UT 84043-0037
		16:005:0017	0.46	HAILES, PAULINE P & JOHN M	6724 S 2200 W WEST JORDAN, UT 84084-2109
		38:445:0001	0.50	SARATOGA SPRINGS OWNERS ASSOCIATION	PO BOX 35 SARATOGA SPRINGS, UT 84045
		52:732:0021	0.50	SARATOGA SPRINGS HOMEOWNERS ASSOCIATION INC	PO BOX 35 LEHI, UT 84043-0035
		59:001:0106	0.59	WARDLEY, MARIE H	5296 COMMERCE DR # 303 MURRAY, UT 84107-5371
		16:005:0007	0.68	PUGH, PAULINE G	145 E 500 N LEHI, UT 84043-1607
		45:228:0029	0.84	WHEELER, JAMES B & ROSALIE M	3156 LEHMAN AV WEST VALLEY CITY, UT 84119-3639
		13:074:0008	0.86	AFCC LIMITED	2733 PARLEYS WY # 300 SALT LAKE CITY, UT 84109-1661
		59:001:0084	0.87	SARATOGA SPRINGS DEVELOPMENT LLC	5296 S COMMERCE DR # 303 MURRAY, UT 84107
		13:073:0013	0.89	PATEL, BANKIMCHANDRA M	70 E 300 S PROVO, UT 84606-4612
		16:001:0021	0.99	OLD TOWNE SQUARE LC	935 W CENTER ST LINDON, UT 84042-1738
		45:356:0408	1.02	SARATOGA SPRINGS	2015 S REDWOOD RD SARATOGA SPRINGS, UT 84045
		16:002:0021	1.05	OLD TOWNE SQUARE LC	935 W CENTER ST LINDON, UT 84042-1738
		52:683:0019	1.11	SARATOGA SPRINGS OWNERS ASSOCIATION	%SARATOGA SPRINGS DEVELOPMENT LLC PO BOX 35 LEHI, UT 84043-0035
		52:731:0001	1.21	SARATOGA SPRINGS HOMEOWNERS ASSOCIATION INC	PO BOX 35 LEHI, UT 84043-0035
		45:228:0027	1.24	BRISTOW, NIGEL J A & BEVERLEY	1734 CENTENNIAL BLVD SARATOGA SPRINGS, UT 84045-3961
		16:001:0020	1.41	BURGESS, GEORGE DALE & AFTON DEVEY (ET AL)	853 E 900 N LEHI, UT 84043-1336
		45:228:0028	1.42	BELLISTON, PETER L	1856 GALLANT VIEW RD SARATOGA SPRINGS, UT 84045-3944
		59:001:0073	1.53	SARATOGA SPRINGS DEVELOPMENT LLC	5296 S COMMERCE DR # 303 MURRAY, UT 84107
		45:332:0277	1.55	TOWN OF SARATOGA SPRINGS	9484 7350 N SARATOGA SPRINGS, UT 84045
		16:005:0001	1.59	CEDARSTROM, THOR B	%PARKER, JOANNE 974 PLOMMON CIR IDAHO FALLS, ID 83402-5149
		58:037:0036	1.64	LIEBER, WILFORD K & CONSTANCE L	1455 S 1100 E SALT LAKE CITY, UT 84105
		59:001:0097	1.64	WARDLEY PROPERTIES LLC	649 SAINT CROIX ST HENDERSON, NV 89012
		58:037:0037	1.66	LIEBER, WILFORD & MARY JEAN	2651 HIAWATHA CIR SALT LAKE CITY, UT 84108-2814
		45:355:0360	1.80	SARATOGA SPRINGS	2015 S REDWOOD RD SARATOGA SPRINGS, UT 84045
		59:001:0045	1.82	TALONS COVE GOLF LLC	2750 N UNIVERSITY AV PROVO, UT 84604-3861
		16:002:0023	1.91	OLD TOWNE SQUARE LC	935 W CENTER ST LINDON, UT 84042-1738
		16:001:0014	1.94	BURGESS, GEORGE DALE & AFTON DEVEY	853 E 900 N LEHI, UT 84043-1336
		16:004:0003	2.13	LIGHTHOUSE COVE DEVELOPMENT INC	PO BOX 981014 PARK CITY, UT 84098-1014
		16:002:0025	2.18	OLD TOWNE SQUARE LC	935 W CENTER ST LINDON, UT 84042-1738
		41:726:0470	2.52	SARATOGA SPRINGS CITY	1307 N COMMERCE DR STE 200 SARATOGA SPRINGS, UT 84045-5302
		58:037:0040	2.61	LIEBER MANAGEMENT CO	2192 E 2700 S SALT LAKE CITY, UT 84109-1753
		45:332:0277	2.66	TOWN OF SARATOGA SPRINGS	9484 7350 N SARATOGA SPRINGS, UT 84045

		58:037:0039	2.91	LIEBER MANAGEMENT CO	2192 E 2700 S SALT LAKE CITY, UT 84109-1753
		58:041:0146	3.25	WARDLEY PROPERTIES LLC	649 SAINT CROIX ST HENDERSON, NV 89012
		59:012:0098	3.44	WARDLEY/WDF-AY LLC	PO BOX 1096 CARLSBAD, CA 92018
		16:005:0016	4.23	ENSIGN, DONALD P	PO BOX 9326 SALT LAKE CITY, UT 84109-0326
		16:003:0033	4.68	LIGHTHOUSE COVE DEVELOPMENT INC	PO BOX 981014 PARK CITY, UT 84098-1014
		16:003:0025	4.91	WESTERN STATES VENTURES LLC	362 PIERPONT AV SALT LAKE CITY, UT 84101
		59:012:0097	5.28	WARDLEY/WDF-AY LLC	PO BOX 1096 CARLSBAD, CA 92018
		13:074:0017	7.05	SARATOGA QUARTER HORSES LLC	PO BOX 37 LEHI, UT 84043-0037
		16:005:0014	8.66	AMBRO & SON LLP (ET AL)	14420 COUNTY ROAD 5 BURNSVILLE, MN 55306-4869
		16:005:0018	9.50	R&J PARKER PROPERTIES LLC (ET AL)	974 PLOMMON CIR IDAHO FALLS, ID 83402-5149
		16:005:0015	10.70	TAYLOR, MAE MENDENHALL	2954 E MARLEY PL SALT LAKE CITY, UT 84109
		16:001:0018	12.32	BEVERLY, ROBERT C & CAROL C (ET AL)	8025 N 9550 W LEHI, UT 84043-3139
		13:074:0014	17.08	STATE OF UTAH DIV OF FORESTRY FIRE AND STATE LANDS	1594 W NORTH TEMPLE # 3520 SALT LAKE CITY, UT 84116

Figure 1: Shoreline Study Overview



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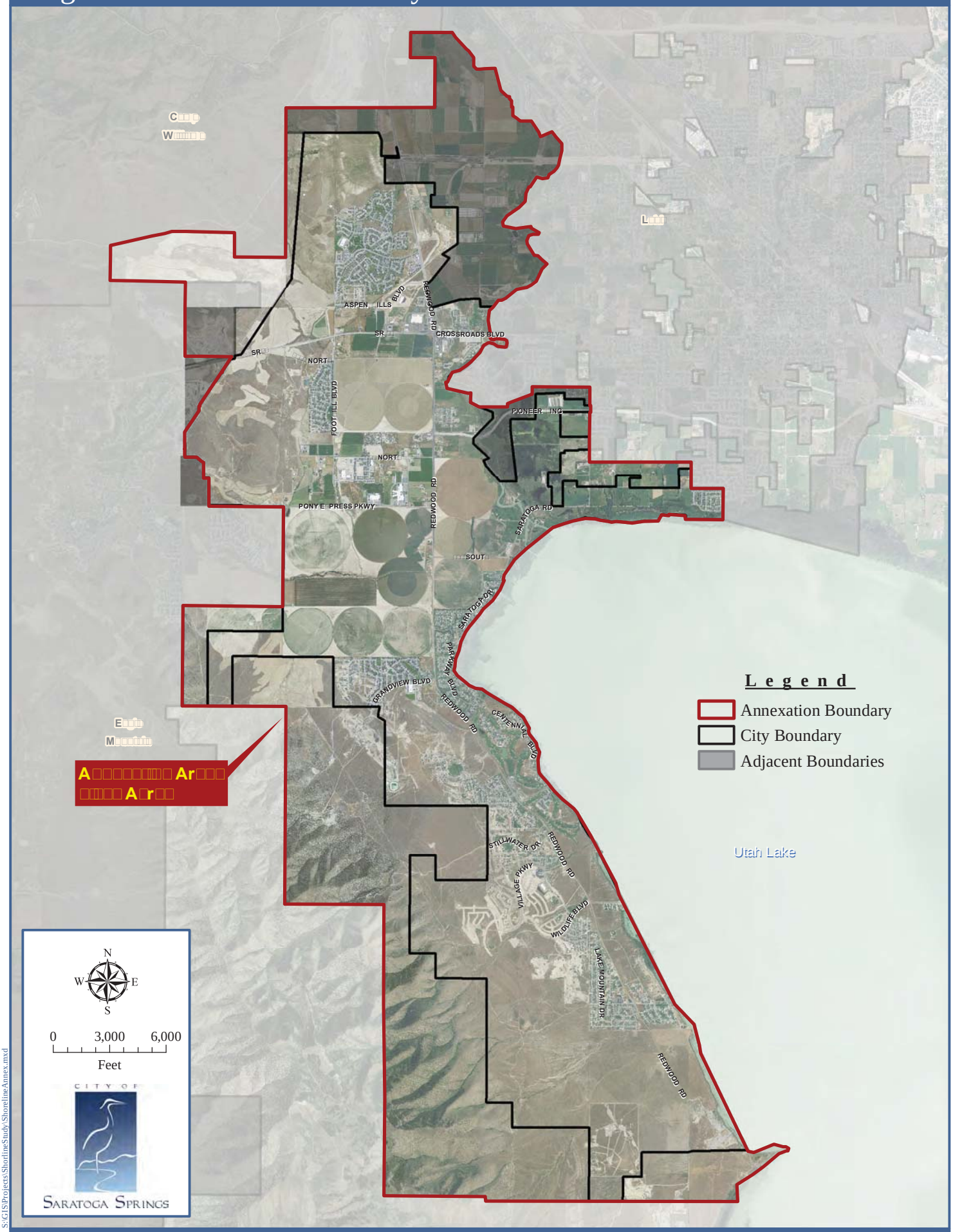
14 January 2014

Figure 3: Annexation Boundary



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21 January 2014

City Council
Staff Report

Author: Mark T. Edwards
Subject: Bid Award Recommendation
Date: March 25, 2014

CITY OF
SARATOGA SPRINGS

Description:

Topic:

This item is presented to the Mayor and City Council for consideration of awarding a bid for the Loch Lohmond Pressure Reducing Valve (PRV) Project. On March 17, 2014 Staff conducted a Public Bid Opening where six bids were read aloud.

Background:
The Public Works Department has been experiencing water line leaks in the Loch Lohmond subdivision for the past few years. These leaks seem to be happening mostly in the winter months when the ground water is at its highest, weakening the soils around the fittings, allowing movement of the waterline. By reducing the unusually high pressures from a peak of 132 psi to around 80 psi, water leaks will be reduced. The reduced pressures will be negligible to the residents and will not affect the functionality of their home or sprinkler systems.

Analysis:
Loch Lohmond is on a dead end of a water line, meaning there is not a "looped" source of water being fed from another source or direction. When there's a disruption of service to residents from a water line break many people can be without water during repairs.
The installation of the PRV will reduce pressures and reduce down time on the water system.
Staff is presently in discussions with the Lehi Public Works Director to make a permanent connection to their water system in a neighboring subdivision so a

redundant source of water can be provided in case of emergencies. This is a budgeted project, paid for from the GL #51-5100-601 account.

Recommendation:
Staff recommends the City Council award the bid for the Loch Lohmond PRV Project to Taurus Plumbing and Excavating for $83,900.00

2162 West Grove Parkway Ste 400
Pleasant Grove, Utah 84062
www.horrocks.com

HORROCKS
ENGINEERS

Tel: 801.763.5100
Salt Lake line: 801.532.1545
Fax: 801.763.5101
In state toll free: 800.662.1644

Mark Edwards
1307 North Commerce Dr. Ste. 200
Saratoga Springs, Utah 84045

March 18, 2014

Subject: Loch Lomond PRV Upgrades

Dear Mark:

Upon review of the six submitted bids, it is recommended that the contract be awarded to Taurus Plumbing & Excavation, Inc. I have checked their references and received good feedback on their work. They provided a bid of $83,900.

Attached is an official bid tabulation. Please let me know if you require any other information.

Sincerely,
HORROCKS ENGINEERS

Ross Dinsdale P.E.
801-763-5170
rossd@horrocks.com

Attachments: 1

cc: Jeremy Lapin
Steven Lord

HORROCKS ENGINEERS

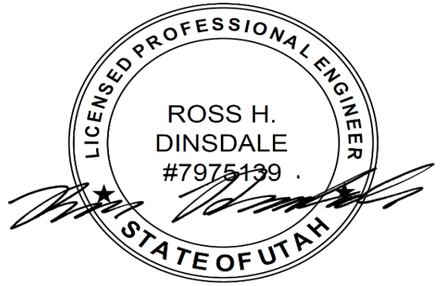
Loch Lomond PRV
Bid Tabulation

Bid Opening Date: March 17, 2014
Time: 2:00 PM

Project Engineer: Ross Dinsdale, P.E.

				Engineers Estimate		Bidder 1 Vancon, Inc		Bidder 2 Great Basin		Bidder 3 S & L, Inc.	
Item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Mobilization	1	LS	-	$6,000.00	-	$10,350.00	-	$4,460.00	-	$6,500.00
2	Traffic Control	1	LS	-	$6,000.00	-	$1,700.00	-	$1,606.00	-	$3,200.00
3	Construction Surveying	1	LS	-	$1,800.00	-	$900.00	-	$770.00	-	$1,400.00
4	10" PRV Vault	1	LS	-	$67,380.00	-	$86,600.00	-	$92,450.00	-	$81,000.00
			TOTAL BID		**$81,180.00**		**$99,550.00**		**$99,286.00**		**$92,100.00**

				Bidder 4 Sterling Don Excavation		Bidder 5 Taurus Plumbing & Excavation		Bidder 6 Hills Construction		Average	
Item #	**Description**	**Quantity**	**Units**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	Mobilization	1	LS	-	$4,800.00	-	$8,000.00	-	$13,988.00	-	$8,016.33
2	Traffic Control	1	LS	-	$4,000.00	-	$2,200.00	-	$5,300.00	-	$3,001.00
3	Construction Surveying	1	LS	-	$1,000.00	-	$3,700.00	-	$3,000.00	-	$1,795.00
4	10" PRV Vault	1	LS	-	$98,606.00	-	$70,000.00	-	$133,137.00	-	$93,632.17
			TOTAL BID		**$108,406.00**		**$83,900.00**		**$155,425.00**		**$106,444.50**



Ross H. Dinsdale, P.E. 3/17/2014

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Sierra Estates Storm Drain Reimbursement Agreement
Date: March 25, 2013
Type of Item: Settlement Agreement

Description:

A. Topic:

This item is for the approval of a Settlement Agreement with Buckeye Properties, L.C. (Sierra Estates).

B. Background:

In 2008 the City entered into a Storm Drain Reimbursement agreement with Buckeye Properties, L.C. ("Developer"). The City agreed to reimburse them $253,692 for the installation of a 54" storm drain line installed along the frontage of their property. Per the agreement the City waived their storm drain impact fees and reimbursed to them half of each storm drain impact fee collected in the benefited area. To date, the City had provided the developer a total reimbursement in the amount of $152,280.50; $39,130 in impact fee credits for the 70 lots in phase one of the Sierra Estates Subdivision plus $113,150.50 in payments from 2008-2012. The remaining amount eligible for reimbursement under the 2008 agreement therefore is approximately $101,411.50. This agreement is set to expire on April 8th, 2018.

In 2012 the Developer installed an additional 167' of 54" storm drain line and they have requested reimbursement for that portion in the amount of $21,501 based on their estimated upsize cost. No reimbursement agreement has been executed yet for this new storm drain line.

C. Analysis:

The City Attorney and the City Engineer met with the Developer in February 2014 to negotiate a settlement of the remaining amount owed. On March 4th the Developer provided a settlement offer in the amount of $75,000 which represents approximately 61% of maximum possible remaining balance. This was based on what they anticipated the present value was of what they would get in credits and reimbursement prior to the expiration of the 2008 agreement plus their assessment of the upsize value of the pipeline installed in 2012 with Plat B. Subsequently, after further negotiation with City Staff, the Developer has agreed to settle both the 2008 agreement and the reimbursement for the storm drain installed with Plat B for a lump sum total of $70,000.

Recommendation: The City has been advised by Jodie Hoffman, our impact fee legal consultant, that buying out reimbursement agreements provides the City with more defensible impact fees. Furthermore, this settlement will result in lower impact fees for the benefited area identified in the 2008 agreement. Therefore, Staff recommends that the City Council approve the settlement agreement with Buckeye Properties, L.C., conditional on the City Attorney's approval of the settlement agreement, in the amount of $70,000.

SIERRA ESTATES REIMBURSEMENT SETTLEMENT WORK-UP

Current Reimbursement

1. Patterson intends to build 32 units per year over 4 years (128 Units). The current Storm Drain impact fee credit applied to Patterson's units would potentially be worth 128 x $ 559.00 = $71,552.00. Patterson calculates the present value of these credits, based on a 7% interest rate over a 4 year period, to be worth apx. **$60,000.00.**
2. Patterson further anticipates the City to collect storm drain impact fees from at least 35 units in other projects within the storm drain service area, which the City is obligated to collect and pay to Patterson. The amount paid to Patterson could be valued at 35 x $559.00 = $19,565.00. Patterson calculates the present value of these future impact fees, based on a 7% interest rate over a 4 year period, to be worth apx. **$16,000.00**

Future Reimbursement

3. Patterson will seek reimbursement for the Storm Drain upsize located in 400 North that was installed during the construction of Sierra Estates Plat B; this installation was not part of the current reimbursement agreement. Patterson paid for and installed 167 LF of 54" RCP and 1 – 84" Manhole, which was in excess of the requirements for the Sierra Estates project. Patterson installed the bigger facility with the understanding that the City would reimburse for the cost difference. Patterson's reimbursable costs total $21,501.00, detailed in the table below. Patterson calculates the present value of these future reimbursements, based on a 7% interest rate over a 10 year period, to be worth apx. **$15,000.00**.

Master Facility Storm Drain Installed Sierra Estates Plat B	**Unit**	**Qty.**	**Unit/$**	**Total**	**Reimbursable Upsize**
54" RCP SD (Installed)	LF	167	135.00	$22,545.00	
*** 15" RCP (Required)	LF	167	32.00	($5,344.00)	
				$17,201.00	**$17,201.00**
84" SD Manhole (Installed)	EA	1	7800.00	7800.00	
***60" SD Manhole (Required)	EA	1	3500.00	(3500.00)	
				$4300.00	**$4,300.00**

Conclusion

Assuming the impact fee structure remains the same, the total of the three items outlined above have a present value worth to Patterson of at least $91,000.00. If impact fees increased, then this value would also increase. Patterson, however, is willing to settle the current reimbursement agreement and include the additional storm drain costs outlined in item 3 above for a one-time payoff of **$75,000.00.**

SETTLEMENT AGREEMENT AND RELEASE
SIERRA ESTATES STORM DRAIN REIMBURSEMENT AGREEMENT

This Settlement Agreement and Release (hereinafter "Agreement") is entered into this ___day of _____ 2014, by and between the City of Saratoga Springs, a political subdivision of the State of Utah (hereinafter "City"), and Buckeye Properties, L.C. ("Developer").

RECITALS

WHEREAS, on April 8, 2008, City and Developer entered into an agreement titled "Reimbursement Agreement" pertaining to Developer's installation of certain Storm Drain facilities and improvements and the corresponding credits and reimbursement by City to Developer of the same ("Reimbursement Agreement"); and

WHEREAS, the Storm Drain facilities and improvements included but are not limited to Storm Drain lines and manholes; and

WHEREAS, per the terms of the Reimbursement Agreement, Developer agreed to install the improvements and City agreed to provide credits and reimburse Developer from impact fees City charged for new connections to the Improvements; and

WHEREAS, Developer has fully installed the improvements and has fulfilled its obligations under the Reimbursement Agreement; and

WHEREAS, in 2012, Developer installed additional storm drain system improvements with Plat B; and

WHEREAS, Developer has requested reimbursement for the cost of the upsized storm drain improvements installed with Plat B; and

WHEREAS, City wishes to satisfy City's obligations to Developer by making a one-time lump sum payment at a discounted rate; and

WHEREAS, Developer accepts City's one-time lump sum payment as satisfaction in whole of City's obligations under the Reimbursement Agreement and as reimbursement in whole for the additional storm drain system improvements installed with Plat B (the storm drain improvements in the Reimbursement Agreement as well the 2012 Plat B storm drain improvements shall collectively be referred to hereinafter as "Improvements"); .

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

AGREEMENT

1. PAYMENT OF CONSIDERATION

In consideration of the promises and covenants contained herein—including the lump sum payment in Paragraph 2—and as a compromise and full settlement of all claims which Developer may have against the City, Developer agrees to withdraw with prejudice any and all claims it may have against the City for compensation, reimbursement capacity reservations, and credits with regard to the Improvements, the City's Storm Drain System, and the Reimbursement Agreement.

2. SETTLEMENT PRICE

Developer and City concur that the 2008 Reimbursement Agreement established a reimbursement of $253,692 and, to date, City has provided reimbursement and credits in the amount of $152,280.50 to Developer through the payment of $113,150.50 and credits for 70 homes in phase 1 of $559 each.

Developer and City also concur that in 2012 Developer installed additional storm drain system improvements with Plat B that could be eligible for additional reimbursement of up to $21,501. Therefore, in consideration of a lump sum payment in lieu of additional payments, credits, and reimbursements, Developer agrees to accept the following compensation as satisfaction in whole of City's obligations under the Reimbursement Agreement:

$70,000 ("Lump Sum Payment")

3. MUTUAL RELEASE OF CLAIMS

In return for the Lump Sum Payment, the receipt and sufficiency of which is hereby accepted, and for other good and valuable consideration, each party hereby fully and completely releases and forever discharges the other party, its elected officials, officers, agents, servants, employees, and former elected officials, officers, agents, servants, and employees from any and all claims, damages, and demands of every nature whatsoever which were asserted, could have been asserted, or will be asserted by either party arising out of and pertaining to the Reimbursement Agreement or any claim or right to reimbursement or credits for installation of the Improvements.

4. AUTHORITY TO SETTLE; INDEMNIFICATION

As an express condition of the City's Lump Sum Payment, Developer represents and warrants that they:

4.1 have the power to enter into and perform this Agreement;
4.2 are the lawful representatives of the parties in the aforementioned Reimbursement Agreement;

4.3 are the sole owners, assignees, heirs, obligors, beneficiaries, etc. of all obligations and benefits provided in the Reimbursement Agreement;
4.4 have not transferred, assigned, or sold (either voluntarily or involuntarily), or promised to transfer, assign, or sell their interest in the Reimbursement Agreement;
4.5 shall indemnify, defend, and hold harmless the City with respect to any future claim related to the Reimbursement Agreement and with respect to any claim against the City for compensation, reimbursement, reservation of capacities, and credits under the Reimbursement Agreement or installation of the Improvements brought or made against the City by any party, person, entity, corporation, homeowners association, government entity, third party, etc.

5. PARTIES REPRESENTATIVES; NOTICES

All notices, demands, and requests required or permitted to be given hereunder shall be in writing and shall be deemed duly given if delivered in person or after three business days if mailed by registered or certified mail, postage prepaid, addressed to the following:

Buckeye Properties, L.C.:

City: Mark Christensen
City Manager
City of Saratoga Springs
1307 North Commerce Drive, Suite 200
Saratoga Springs, Utah 84045

Either party shall have the right to specify in writing another name or address to which subsequent notices to such party shall be given. Such notice shall be given as provided above.

6. COMPLETE AGREEMENT, MODIFICATION

This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, contracts, or agreements, whether written or oral, between the parties on all matters. This Agreement cannot be modified except by written agreement between the Parties.

7. SETTLEMENT

The undersigned certifies that he or she has read this Agreement, that it:

7.1 voluntarily enters into it of its own free will;

7.2 has had ample opportunity to review this Agreement with legal counsel;
7.3 is a legally incorporated entity,
7.4 has performed all corporate formalities to execute this Agreement; and
7.5 acceptance of the consideration set forth herein is in full accord and satisfaction of claims which it may have with respect to the subject matter, installation of and reimbursement for the Improvements, and the Reimbursement Agreement.

8. ATTORNEY FEES

Each party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with this Agreement and the subject matter. In any action of any kind relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the non-prevailing party, in addition to any other recovery to which the prevailing party is entitled.

9. GOVERNMENTAL IMMUNITY

Nothing in this Agreement shall adversely affect any immunity from suit, or any right, privilege, claim, or defense, which the City or its employees, officers, and directors may assert under state or federal law, including but not limited to The Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101 et seq., (the "Act"). All claims against the City or its employees, officers, and directors are subject to the provisions of the Act, which Act controls all procedures and limitations in connection with any claim of liability.

10. MISCELLANEOUS PROVISIONS

10.1 If, after the date hereof, any provision of this Agreement is held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable. In lieu thereof, there shall be added a provision, as may be possible, that gives effect to the original intent of this Agreement and is legal, valid, and enforceable.

10.2 The validity, construction, interpretation, and administration of this Agreement shall be governed by the laws of the State of Utah.

10.3 All titles, headings, and captions used in this Agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this Agreement.

10.4 This Agreement and release given hereunder shall be effective upon execution by both parties.

IN WITNESS WHEREOF, the City and Developer have caused this Agreement to be executed hereunder by their respective officers having specific authority to enter into this Agreement and to bind respectively the City and Developer to its terms.

For Saratoga Springs:

_____
Mark Christensen, City Manager

ATTEST:

_____
Lori Yates, City Recorder

APPROVED AS TO FORM AND LEGALITY:

_____
Kevin Thurman, City Attorney

For Buckeye Properties, L.C.:

_____
By:
Its:

STATE OF _____)
)ss.
CITY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____.

_____
NOTARY PUBLIC

City Council
Staff Report

Preliminary Plat
Stillwater, Phase 6
March 25, 2014
Public Meeting

Report Date:	March 18, 2013
Applicant/Owner:	Land Solutions Partners - Stillwater, LLC
Location:	Within the Stillwater Development at approximately 2700 South Stillwater Drive
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	590120114, approximately 13.47 acres
Parcel Zoning:	R-3, PUD
Adjacent Zoning:	R-3 and R-3 PUD
Current Use of Parcel:	Undeveloped/Vacant
Adjacent Uses:	Single Family Residential, HOA clubhouse, church
Previous Meetings:	Stillwater MDA Extension approved 11-12-13
Previous Approvals:	Stillwater MDA approved 2-24-2004 (expires 1-20-2015) MDA revised for church site 6-21-11 Amended Stillwater MDA approved 11-12-13 (expires 1-20-2016)
Land Use Authority:	City Council
Future Routing:	Public meeting required with City Council
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a request for approval of the Preliminary Plat for Stillwater Phase 6, located at approximately 2700 South Stillwater Drive. The project consists of 13.48 acres with 46 single family lots, improvement of three on-site open space parcels and three off-site open space parcels, a $20,000 contribution to the HOA to use towards the swimming pool and hot tub, and payment in lieu of open space.

Recommendation:

Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed preliminary plat at their discretion, and choose from the options in Section "I" of this report. Options include approval as proposed, a recommendation for conditional approval based on additional modifications and/or conditions, or a recommendation for denial based on non-compliance with findings of specific criterion.

B. Background: This development falls under the terms of the "First Amendment to Stillwater Master Development Plan Agreement, Applicable to Phase 6 Only" (MDA Amendment) which was approved by the City Council on November 12, 2013 and is valid until January 20, 2016. This agreement outlines the developer's obligations for open space and amenities and requires the improvement of on-site and off-site

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open space, payment in-lieu of open space, and a contribution of $20,000 to the HOA to aid in the development of the swimming pool and hot tub.

C. **Specific Request:** The applicant is requesting approval of the Preliminary Plat for Stillwater Phase 6. They are proposing two phases of development. The first phase includes the six lots that front Stillwater Drive and 0.27 acres of open space just east of the existing Stillwater clubhouse. The second phase includes the remaining 40 lots and the improvement of all remaining open space requirements. A proportionate amount of the $20,000 contribution to the HOA and the payment in lieu of open space will be required with each phase.

D. **Process:** Section 19.13.04 of the City Code states that Preliminary Plats require a public hearing with the Planning Commission and that the City Council is the approval authority.

Staff finding: complies. *After a public hearing with the Planning Commission the application will be forwarded to the City Council.*

E. **Community Review:** Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property. Public input was received during the public hearing. The City Council is not required to hold a public hearing for these applications.

Planning Commission Review: The Planning Commission held a public hearing on February 27, 2014 and recommended approval, subject to the findings and conditions in Section I of this report.

F. **Review:** The concept plan was reviewed with the Master Development Plan Amendment application that was approved by the City Council on November 12, 2013. The attached Preliminary Plat plans are very similar to the concept plan that was reviewed at that time.

G. **General Plan:** The General Plan recommends Low Density Residential for this area. The Land Use Element of the General Plan defines Low Density Residential as one to four units per acre. The proposed plan consists of 3.41 units per acre; thus the proposed density is compliant with the General Plan.

H. **Code Criteria:** The property is zoned R-3, Low Density Residential. Section 19.04.13 regulates the R-3 zone and is evaluated below.

Permitted or Conditional Use: complies. "Single Family Dwellings" are a permitted use in the R-3 zone. This project proposes 46 lots for single-family homes; thus, the proposal is a permitted use in the R-3 zone.

Minimum Lot Size: complies. The minimum lot size for any use in this zone is 10,000 square feet. However, this project falls under the PUD overlay which allows variations in lot sizes to be considered. This plan indicates a minimum lot size of 8,000 square feet. The variation to minimum lot size was approved with the MDA amendment. Corner lots shall be 10% larger than the minimum; all corner lots are a minimum of 8,800 square feet. The proposed lots comply with the requirement of the Amended MDA approval.

Setbacks/Yard Requirements: complies. The R-3 zone requires front setbacks of 25 feet, side setbacks of a minimum of 8 and a total of 20 feet, and rear setbacks of 25 feet. For corner lots the side yard abutting the street is to be 20 feet. A standard setback detail indicating these setbacks is required to be recorded on the Final Plat. Compliance with required setbacks will be verified with each building permit application.

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Minimum Lot Width: complies. Every lot in this zone shall be 80 feet in width at the front building setback. All of the proposed lots are a minimum of 80 feet wide at the front building setback. The proposed lots comply with this requirement.

Minimum Lot Frontage: complies. Every lot in this zone shall have at least 35 feet of frontage along a public street. The proposed lots comply with this requirement.

Maximum Height of Structures, Maximum Lot Coverage, Minimum Dwelling Size: complies. No structure in the R-3 zone shall be taller than 35 feet. Maximum lot coverage in the R-3 zone is 50%. The minimum dwelling size in the R-3 zone is 1,250 square feet of living space. These requirements will be reviewed by the building department with each individual building permit application.

Open Space: complies. The MDA Amendment governs the open space requirements. The proposed plans indicate the improvement of the open spaces outlined in the MDA Amendment.

Sensitive Lands: complies. The proposed development does not include sensitive lands.

Second access: complies. Pending ordinance requires a second access once there are 51 lots. The proposed phasing plan includes 46 lots and has two points of access onto a collector road.

Phasing plan: complies. The MDA Amendment anticipated that this project would be phased. Condition #7 of that approval states:

> The open space and recreational facilities may be developed in proportion to the number of dwellings intended to be developed during any stage of construction. The 6 lots in Phase 1 are 9.58% of the total area (1.29 acres of 13.47 total acres). Phasing the improvements results in the figures below:
>
> <u>6 lots along Stillwater Drive:</u>
> Pool fee: $1,916
> Fee in lieu of open space: $3,343.66
> Developed open space: 0.27 acres
>
> <u>Remaining 40 lots:</u>
> Pool fee: $18,084
> Fee in lieu of open space: $31,558.83
> Developed open space: 2.58 acres

I. Recommendation and Alternatives:

Staff recommends that the City Council review the proposed Preliminary Plat, discuss any public input received at their discretion, and make the following motion:

Recommended Motion:

I move that the City Council approve the Stillwater Phase 6 Preliminary Plat located at approximately 2700 South Stillwater Drive based on the findings and conditions listed below:

Findings:

1. Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property.
2. The General Plan recommends Low Density Residential for this area which is defined as one to four units per acre. Phase 6 consists of 3.41 units per acre which complies with the Land Use Element of the General Plan and is therefore acceptable.

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3. Per the approvals granted with the Stillwater MDA Amendment, the minimum lot size is 8,000 square feet. The proposed plans meet this requirement.
4. Per the requirements of Section 19.04.13(5), the minimum setback and yard requirements for the R-3 zone will be met.
5. The Preliminary Plat meets all the requirements listed in Section "H" of this report.

Conditions

1. That all requirements of the City Engineer be met, including those listed in the attached report.
2. That all requirements of the City Fire Chief be met.
3. At the time of recordation for Phase 6-1, which includes the six lots fronting Stillwater Drive, the following obligations shall be met:
    - Payment of a proportionate share of the swimming pool and hot tub contribution/fee to the Stillwater HOA in the amount of $1,916.
    - Payment of a proportionate share of the payment in lieu of open space in the amount of $3,343.66.
    - Improvement of a proportionate share of the open space in the amount of 0.27 acres.
4. At the time of recordation for Phase 6-2, which includes the remaining 40 lots, the following obligations shall be met:
    - Payment of a proportionate share of the swimming pool and hot tub contribution/fee to the Stillwater HOA in the amount of $18,084.
    - Payment of a proportionate share of the payment in lieu of open space in the amount of $31,558.83.
    - Improvement of a proportionate share of the open space in the amount of 2.58 acres.
5. The landscaping shall be improved by the developer as indicated on the attached plans.
6. Open Spaces B, C and 3 shall be improved with sod, trees, and some shrubs along the west side of the swimming pool. These improvements shall meet City standards.
7. Open Spaces 1, A, D and E shall be improved with a trail, per the cross section shown on the drawings.
8. Any other conditions as articulated by the Planning Commission:

_____

Alternative Motions:

Alternative Motion A

"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

_____

_____

_____

_____

Alternative Motion B

"Based upon the analysis in the Staff Report and information received from the public, I move that the City Council deny the proposed preliminary plat, located at approximately 2700 South Stillwater Drive. Specifically, I find the following application standards and/or code requirements have not been met:

_____

_____

_____

_____

I also move to continue the final decision to the next meeting, on [date], and direct Staff to return with official Findings as outlined in my motion."

J. Exhibits:

A. Engineering Staff Report
B. Location Map
C. “First Amendment to Stillwater Master Development Plan Agreement, Applicable to Phase 6 Only”
D. Preliminary Plat
E. Landscape Plans
F. Landscape Phasing Plan

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City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Stillwater Phase 6
Date: February 27, 2014
Type of Item: Preliminary Plat Approval

CITY OF
SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted an Preliminary Plat Application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: *Land Solutions Partners - Russell Wilson*
Request: *MDA Amendment*
Location: *West of Redwood Road and south of Summerhill Development*
Acreage: *115.366 acres – 46 lots*

C. Recommendation: Staff recommends the Approval of Preliminary Plat subject to the following findings and conditions:

D. Conditions:

A. The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.

B. All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.

C. Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

D. Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.

E. Developer shall provide plans for and complete all improvements within pedestrian corridors.

F. Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

G. All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.

H. Developer shall prepare and submit easements for all public facilities not located in the public right-of-way

I. Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.

J. Project shall comply with all ADA standards and requirements.

K. Parkstrip trees shall be installed at a maximum of 50' spacing along all open space and HOA frontages.

L. Easements shall be provided for all off-site utilities not located in the public right-of-way.

M. 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.

N. Developer shall provide a yard drain system and drainage easements for all lot areas that cannot drain to the ROW, lots may not drain onto adjacent properties.

O. The following pedestrian corridors shall be improved with a paved trail and fencing: Lavender Lane to Wildflower Drive, Hollyhock Circle to Redwood Road, Lost Creek Circle to Plat 6, and Summerhill Drive to plat 6.

P. All unimproved HOA open spaces shall be improved and irrigated as well as the City owned property adjacent to the Church. All landscaping designs shall be approved by the HOA and City prior to implementation.

Q. The portion of Wildflower Lane to the west of the roundabout shall be renamed Ivy Lane and Wildwood Dr. shall have separate names when running parallel to avoid duplicate addressing.

R. Developer shall provide payment in Lieu of Open Space for any deficiencies as per the City's land development Code.

S. Developer shall provide a 2" grind and overlay for any existing roadways that

receive more than 2 road cuts to ensure they are restored to the existing condition or better.

T. Developer shall provide hydrologic and hydraulic calculations to verify sufficient pipe capacity.

U. Developer shall provide a bypass pumping plan for the proposed sewer line relocation. The existing sewer main that will be abandoned shall be removed completely within the project limits and plugged at the property line. Manholes outside the project, in the church parking lot, must have the top sections removed, the manholes filled in, and the paving surface restored.

V. Developer shall note on plat that Parcel A, B, and C are to be improved by developer and dedicated to and maintained by HOA. These parcels shall also be dedicated as utility easements for water, irrigation, storm drain, and sewer to the City of Saratoga Springs.

W. Developer shall provide complete landscaping and irrigation plans for all open spaces that are to be improved as well as for any park strips not adjacent to a lot. A metered secondary POC shall be shown for all landscaped areas.

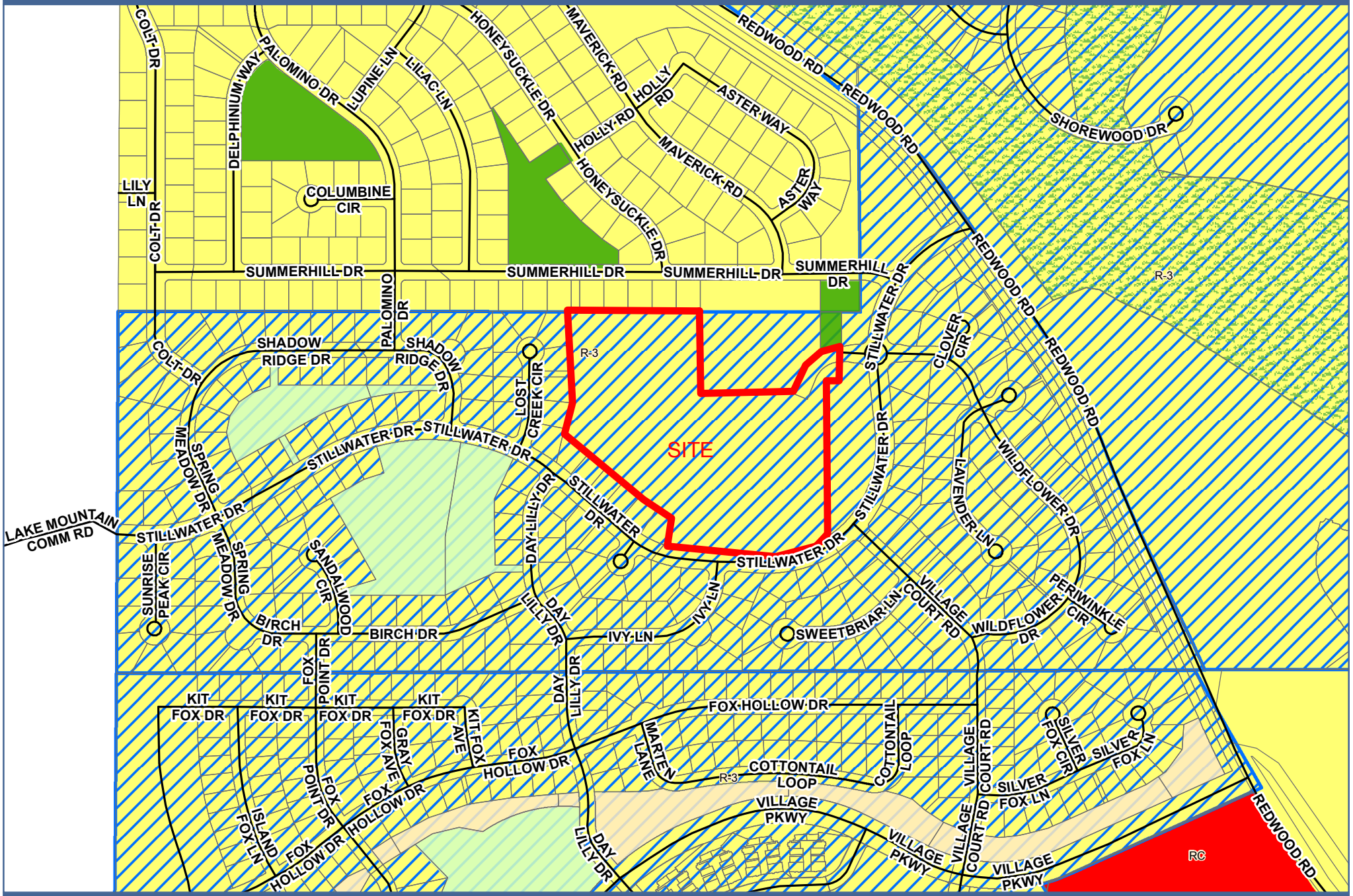
X. Utilities shall be kept 10’ apart through the pedestrian corridors with an additional 10’ provided from the pipeline to the adjacent Property Line.

Y. All road names and address shall be compliant with City standards and verified with the City’s GIS department.

Z. Developer shall identify and remove all collapsible soils beneath foundations, floor slabs, and within the ROW and have such removal verified by a geotechnical engineer as recommended by the Soils Report provided by Wilding Engineering dated February 19, 2014. The plat shall note the presence of collapsible soils as well at the requirement for foundation drains.

EXHIBIT 2

Location Map



Stillwater Phase 6

0 205 410 820 Feet

ENT 9414:2014 PG 1 of 11
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Feb 11 12:53 pm FEE 0.00 BY SW
RECORDED FOR SARATOGA SPRINGS CITY

FIRST AMENDMENT TO STILLWATER MASTER DEVELOPMENT PLAN AGREEMENT, APPLICABLE TO PHASE 6 ONLY

This Agreement is entered into this 23 day of January, 2014 by and between Land Solutions Partners – Stillwater, LLC, a Utah limited liability company (hereinafter called "Developer") and City of Saratoga Springs, a political subdivision of the State of Utah (hereafter called "City"). This Agreement is to supplement, update, and in some cases modify the Stillwater Master Development Plan Agreement executed by Developer and the City on or about January 20, 2005, and recorded at the Utah County Recorder's Office as Entry 104286:2005 (hereinafter "MDA").

RECITALS

WHEREAS, this Agreement is intended by the parties hereto to be an Amendment to the MDA referenced above; however, if this Agreement is ever held to be an invalid Amendment to the MDA, the parties agree that this Agreement may then stand on its own and where necessary incorporate the provisions of said MDA into this Agreement and bind the parties to the terms of this Agreement; and

WHEREAS, the City, acting pursuant to authority delegated to it under the laws of the State of Utah, and in furtherance of its land use policies, goals, and objectives, ordinances, and regulations, and in the exercise of its discretion, has elected to approve and enter into this Agreement, modifying and supplementing the MDA; and

WHEREAS, when the MDA was entered into, Stillwater at Saratoga Springs, LLC was the developer and owner of the real property consisting of Phases I, I(a), II, II(a), III, and III(a) of the Stillwater at Saratoga Springs development ("Stillwater"); and

WHEREAS, Land Solutions Partners – Stillwater, LLC ("Developer") is the current owner of the majority of the undeveloped portions of Stillwater including portions of Phases I(a), II(a), and III(a), which property is more fully described in Exhibit 1 ("Property"), attached hereto and incorporated herein by this reference; and

WHEREAS, the MDA provided that any subsequent purchasers are bound by the MDA as if they are part of the MDA; and

WHEREAS, Developer is subject to the MDA and the obligations contained therein; and

WHEREAS, the MDA provided that, *inter alia*, Developer was entitled to develop a number of condominiums in Phases 1(a), II(a), and III(a); and

WHEREAS, the MDA required Developer to install and dedicate to the Stillwater Homeowners Association certain landscaping, common space, open space, and recreational amenities; and

ENT 9414:2014 PG 1 of 11
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Feb 11 12:53 pm FEE 0.00 BY SW
RECORDED FOR SARATOGA SPRINGS CITY

WHEREAS, the parties wish to amend the MDA to remove the ability to develop condominiums and/or townhomes in the Stillwater Developer and to reduce the amount of open space required to be developed; and

WHEREAS, the terms of this Agreement only apply to the Property and will not modify the MDA as it pertains to other phases in Stillwater. Further, this Agreement will not modify Developer's obligations with respect to any matter in the MDA, including but not limited to the installation and warranty of improvements covered by the MDA, that is not expressly covered in this Agreement. Except as modified herein, the MDA will remain in full force and effect to all phases of the Stillwater project.

NOW THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Substantive MDA Amendments**. The following amendments to the MDA are hereby made:

   a. Paragraph 1.2 of the MDA is amended as follows:

      1.2 Master Development Plan. The Master Development Plan approved by the City concurrent with this Agreement provides for the proposed development of 276 single family residential units and certain other uses in multiple phases as depicted in the Master Development Plan attached as Exhibit "B" to this Agreement and incorporated into this Agreement by reference. The Master Development Plan sets out the configurations, uses, and densities for development of Developer's Land as well as the location of roads, parks, and other public, quasi public and private facilities to be constructed on Developer's Land. The phasing of this development of Developer's Land shall be as provided in the Master Development Plan and this Agreement.

   b. The multifamily units shown on the Master Development Plan, Exhibit B of the MDA, shall be replaced with single family homes on lots as shown on the attached draft preliminary plat (Exhibit 2). The actual number of single family lots platted or single family homes built shall be based on the physical constraints of the property and market conditions; however, the number of single family lots/homes shall not exceed 46.

   c. The single family lots/homes may be platted/built all at once or in individual phases and/or plats. However, no plats may be recorded and

no building permits may be issued for any single family homes unless and until: (1) the open space improvements in paragraph 1.d. below are installed or bonded for in accordance with City ordinances; and (2) the open space fees in paragraph 1.e. below are paid.

d. Irrespective of the open space requirements of Paragraph 2.3 of the MDA, Developer shall be permitted to develop the Property in accordance with this amendment and the attached exhibits. Developer shall install the open space improvements attached hereto as Exhibit 3, which shall be dedicated either to the Stillwater Homeowners Association or City of Saratoga Springs, upon installation of the improvements and expiration of the one year warranty period as specified in Section 19.12.05 of the Saratoga Springs Land Development Code.

e. Because the open space required in the R-3 PUD Overlay zone is being reduced from 30% to 25%, and because much of the open space is being developed off-site, the Developer shall be responsible for open space fees as follows:

i. $20,000 to Stillwater Homeowners Association for Developer's contribution towards the HOA swimming pool and hot tub; and

ii. $34,902.49 to City of Saratoga Springs as a payment-in-lieu of open space, for a deficiency of 0.52 acres of open space, to be used in accordance with City policies to build open spaces throughout the City.

f. This Agreement will not modify Developer's obligations with respect to any matter in the MDA that is not expressly covered in this Agreement, including but not limited to the installation and warranty of improvements covered by the MDA.

g. Term of agreement. Paragraph 4.2 of the MDA provides that the MDA shall expire on January 20, 2015. With respect to the Developer's Property only, the expiration date shall be extended to January 20, 2016.

2. **Successors and Assigns of Developer**. This Agreement shall be binding on the successors and assigns of Developer. Purchasers of the Property or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to any portion of the Project so transferred. Before Developer is relieved of any obligation herein, prior to such sale or transfer Developer shall obtain from the buyer or transferee a letter (a) acknowledging the existence of this Agreement and (b) agreeing to be bound thereby. Said letter shall be signed by the buyer or transferee, notarized, and delivered to City prior to the transfer or sale. In such event, the buyer or transferee of the parcel so transferred shall be fully substituted as Developer under this Agreement and Developer shall be released from any further obligations under this Agreement as to the parcel so

transferred.

3. Recordation. No later than ten (10) days after the City enters into this Agreement, the City Recorder shall cause to be recorded, at Developer's expense, an executed copy of this Agree-ment in the official records of Utah County.

4. Covenants to Run with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement and the City shall have all the rights and remedies contained in the subject MDA to ensure performance of these obligations.

5. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory para-graph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the date and year first above written.

CITY OF SARATOGA SPRINGS:

Mark Christensen
City Manager

Attest:

Lori Yates
City Recorder

DEVELOPER:

Land Solutions Partners – Stillwater, LLC

Russell Wilson
By: Russell Wilson
Its: ~~manager~~ member

STATE OF UTAH)
:ss
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 23 day of January, 2014 by Russell Wilson, who executed the foregoing instrument in his capacity as member, Land Solutions Partners – Stillwater, LLC (Developer).

NOTARY PUBLIC
MILLIE FLANNERY
581542
My Commission Expires
02-05-2014
STATE OF UTAH

NOTARY PUBLIC

Residing at: Orem, UT

My Commission Expires:

02/05/2014

EXHIBIT 1

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description

Phase 6-1:

Boundary Description

A parcel of land situated in the Northwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Commencing at the Northeast corner of Lot 301, Plat "3", Stillwater Subdivision, said point located South 89°44'12" East along the Section line 2005.11 feet and South 2057.73 feet from the found Northwest corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 88°33'49" East 130.78 feet; thence South 73°47'32" East 63.99 feet; thence South 86°20'33" East 135.54 feet; thence North 89°13'03" East 44.88 feet; thence North 76°54'39" East 79.85 feet; thence North 55°33'27" East 135.73 feet more or less to the Westerly boundary of Plat "A", Stillwater Subdivision; thence South along said Plat "A" 130.97 feet more or less to the northerly boundary of Stillwater Drive; thence along Stillwater Drive as follows: along the arc of a 391.00 foot radius curve to the right 253.82 feet (chord bears South 75°05'58" West 249.39 feet), North 86°20'33" West 250.68 feet, along the arc of a 355.00 foot radius curve to the right 94.62 feet (chord bears North 78°56'18" West 94.36 feet); thence North 18°28'14" East 100.00 feet more or less to the point of beginning.

Area – 62,510 sq.ft. or 1.43 Acres

Total number of lots = 6

Basis of Bearing is South 89°44'12" West along the Section line from the Northwest corner to the North quarter corner of Section 12.

Phase 6-2:

Boundary Description

A parcel of land situated in the Northwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Commencing at the Northeast corner of Lot 311, Plat "3", Stillwater Subdivision, said point located North 89°44'12" West along the Section line 1037.99 feet and South 1307.90 feet from the found North quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°57'11" East along Phase 3 Summerhill Subdivision 470.78 feet more or less to Stillwater Church Subdivision; thence along said Subdivision as follows: South 00°00'00" East 297.29 feet, North 90°00'00" East 336.67 feet, South 67°46'56" East 56.00 feet, North 22°13'04" East 80.37 feet, along the arc of a 100.00 foot radius curve to the right 120.21 feet (chord bears North 56°38'02" East 113.10 feet) more or less to Plat "1", Stillwater Subdivision; thence along said Subdivision as follows: South 00°00'00" East 72.97 feet, North 90°00'00" West 50.87 feet, South 00°00'00" East 430.91 feet; thence along Stillwater Subdivision, Plat 6, Phase 1, as follows: South 55°33'27" West 135.73 feet; South 76°54'39" West 79.83 feet; South 89°13'03" West 44.88 feet; North 86°20'33" West 135.54 feet; North 73°47'32" West 63.99 feet; North 88°33'49" West 130.78 feet more or less to the Northeast corner of Lot 301, Plat "3", Stillwater Subdivision; thence along said Subdivision as follows: North 57°06'39" West 143.91 feet, North 49°00'15" West 363.96 feet, North 13°04'55" East 106.78 feet, North 00°00'00" East 330.61 feet more or less to the point of beginning.

Area = 524,940 sq.ft. or 12.05 Acres

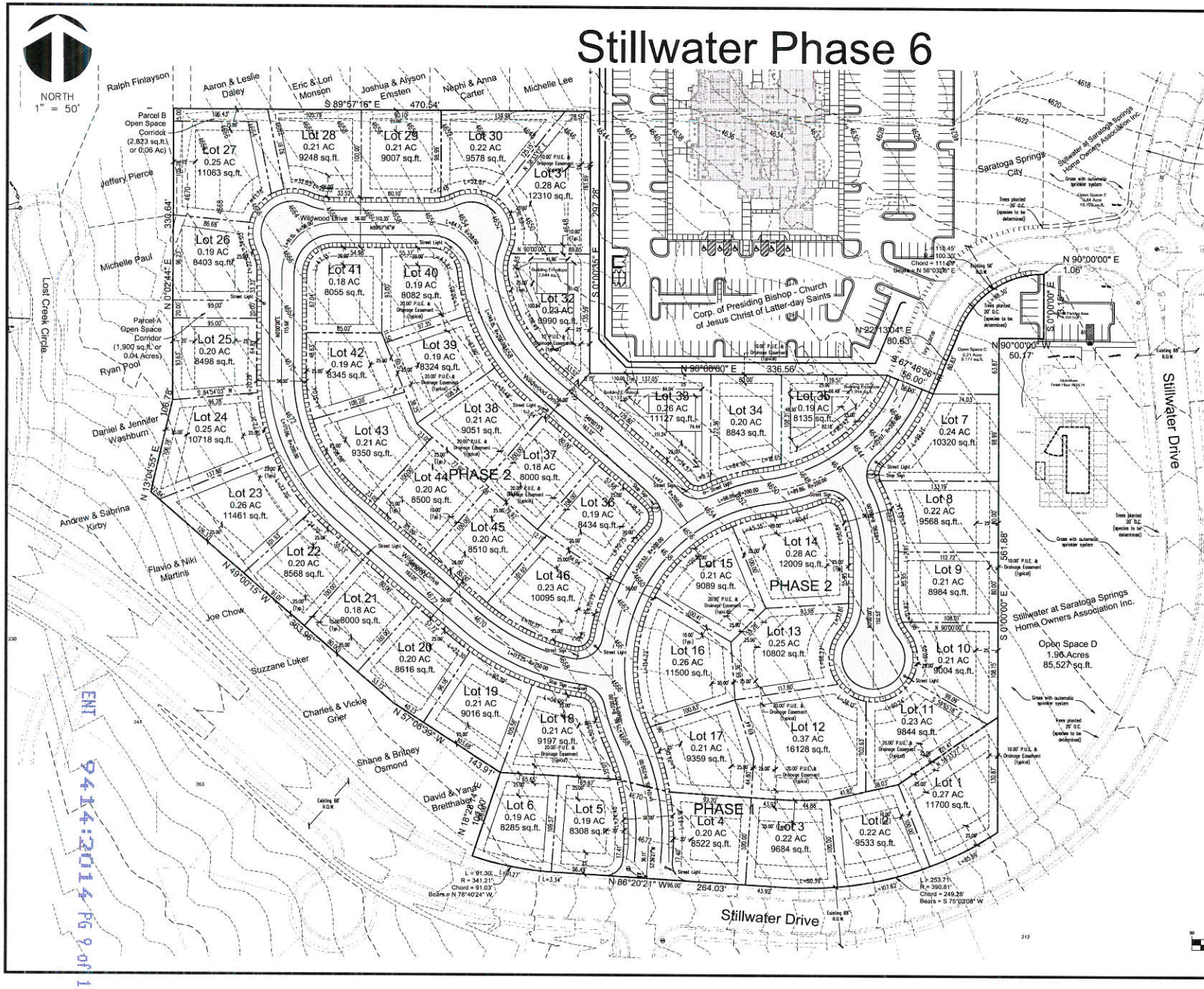
Total number of lots = 40

Basis of Bearing is North 89°44'12" West along the Section line from the East quarter to to the Southeast corner of Section 2

EXHIBIT 2

~~**PLAT**~~ CONCEPT PLAN

Stillwater Phase 6



Developer:

Land Solutions Partners
670 West Shephard Lane
Suite 101
Farmington, Utah 84025
801-691-4843

Engineer:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Site Data:

Zone = Residential
Total Area = 587,362 sq. ft. 13.48 acres
Total number of Lots = 47
Open Space (1) = 85,527 sq.ft. or 1.96 Ac.
Open Space (2) = 9,177 sq.ft. or 0.21 Ac.
Open Space (3) = 19,100 sq.ft. or 0.44 Ac.
Open Space (walkways) = 4,718 sq.ft. or 0.10 Ac.
Total Open Space = 118,522 sq.ft. or 2.71 Ac.

Street Dedication = 142,847 sq.ft. or 3.28 Ac.

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Concept Plan
Saratoga Springs, Utah

Revisions

Date	8-28-2013
Scale	1"=50'
By	TD
Tracing No.	

Sheet No. C - 1

ENT 9414:2014 PG 9 of 11
ENT 9414:2014 PG 9 of 11

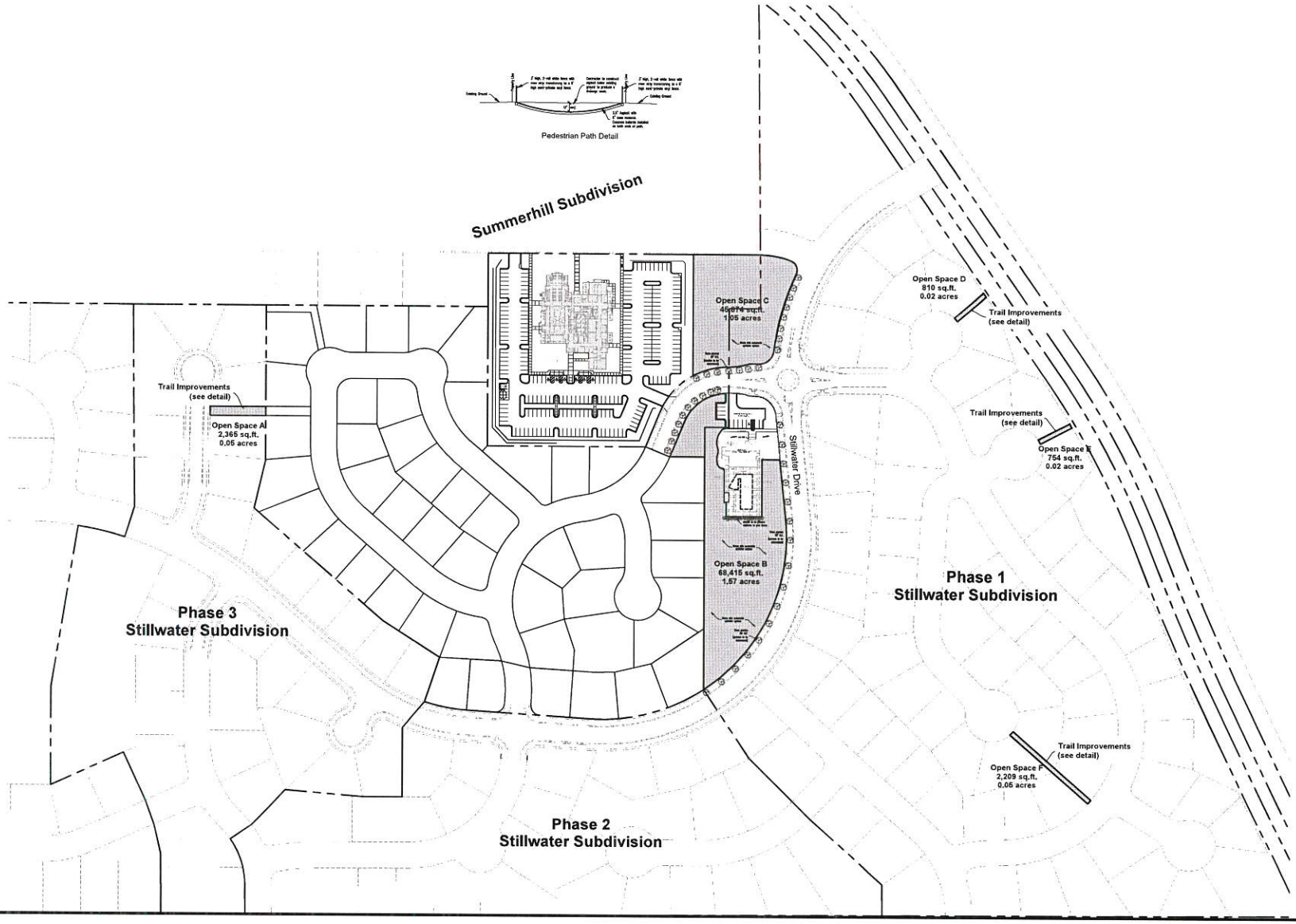
EXHIBIT 3

OPEN SPACE IMPROVEMENTS

1. Developer shall install sod within Open Space 3, Open Space B and Open Space C.
2. Developer shall install 2.5" caliper trees every 50 feet within the park strips abutting Open Space 3, Open Space B and Open Space C.
3. 4" of topsoil is required within Open Spaces 3, B and C prior to the installation of sod.
4. The developer shall install trails within Open Space 1, Open Space A, Open Space D and Open Space E. The trail cross section shall be approved by the Stillwater Home Owners Association.
5. The developer shall install evergreen shrubs along the west and south side of the swimming pool in order to screen the swimming pool area from construction dust and debris. The number, spacing and placement of shrubs shall be approved by the Stillwater Home Owners Association.

Stillwater Phase 6

Saratoga Springs Utah



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Stillwater Phase 6
Open Space Exhibit
Saratoga Springs Utah

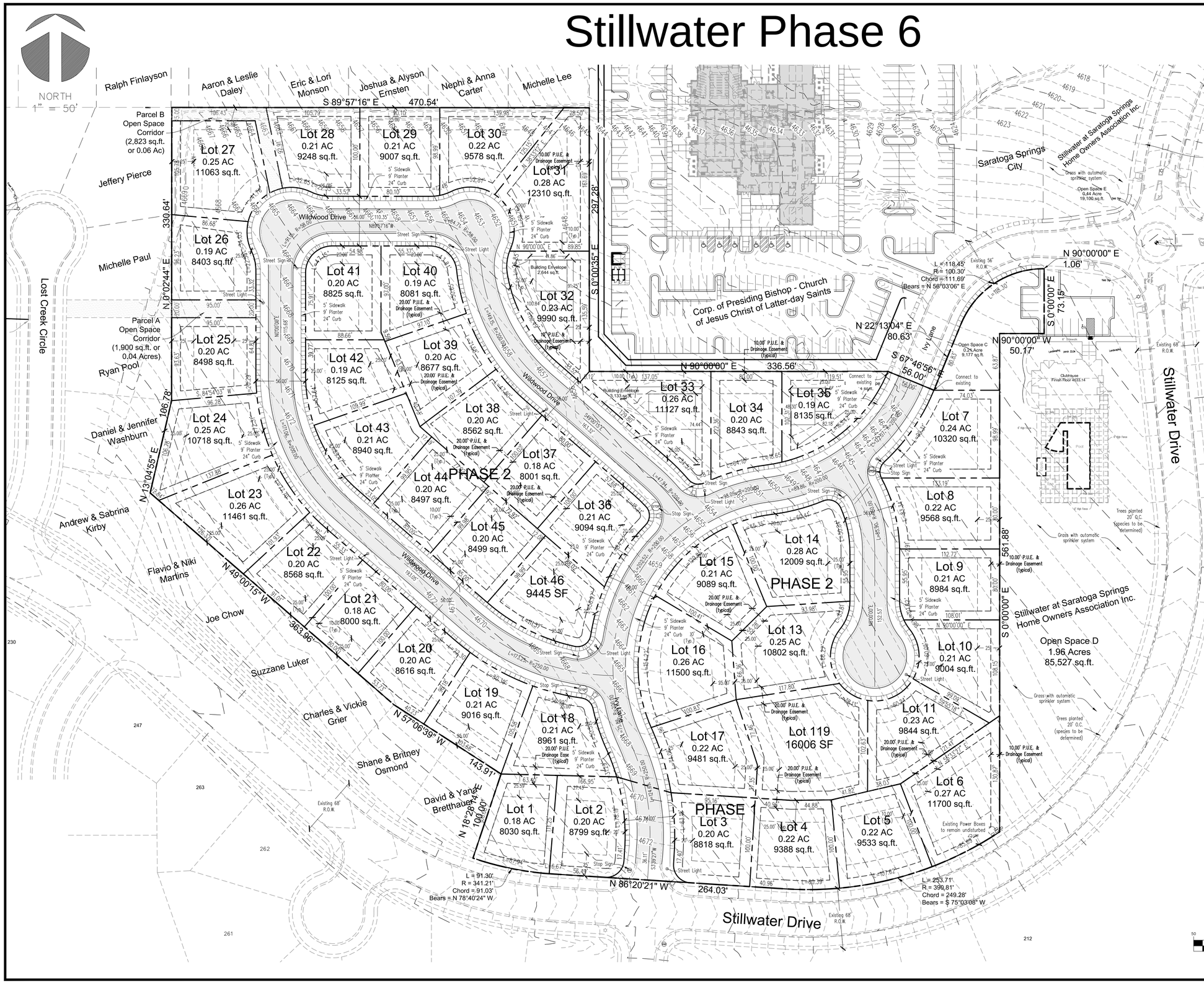
Revisions

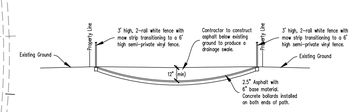
Date	9-11-2013
Scale	1" = 50'
By	TD
Tracing No.	L - 13900

Sheet No.
C -

ENT 9414:2014 PG 11 of 11

Stillwater Phase 6





Pedestrian Path Detail

Developer:

Land Solutions Partners
670 West Shephard Lane
Suite 101
Farmington, Utah 84025
801-691-4843

Engineer:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

Site Data:

Zone = Residential
Total Area = 587,362 sq. ft. 13.48 acres
Total number of Lots = 47
Open Space (1) = 85,527 sq.ft. or 1.96 Ac.
Open Space (2) = 9,177 sq.ft. or 0.21 Ac.
Open Space (3) = 19,100 sq.ft. or 0.44 Ac.
Open Space (walkways) = 4,718 sq.ft. or 0.10 Ac.
Total Open Space = 118,522 sq.ft. or 2.71 Ac.

Street Dedication = 142,847 sq.ft. or 3.28 Ac.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Preliminary Plat

Saratoga Springs, Utah

Revisions

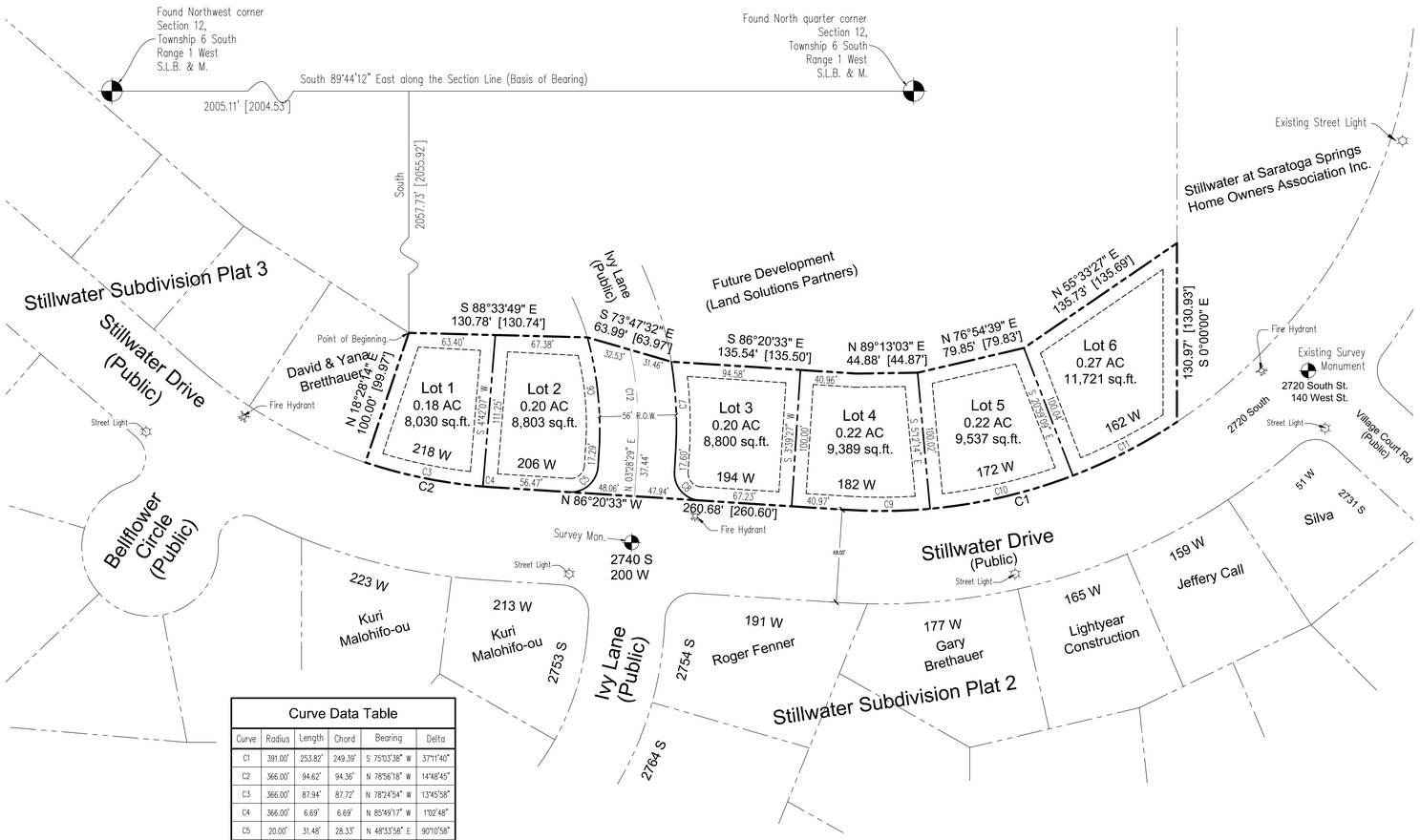
Date	12-9-2013
Scale	1"=50'
By	TD
Tracing No.	

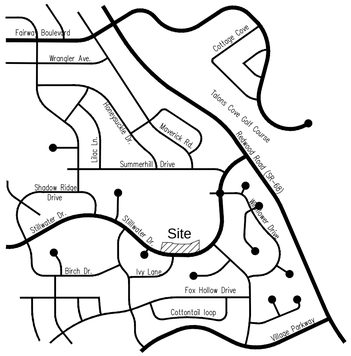
Sheet No.
C - 1.2

Stillwater Subdivision Plat 6, Phase 1

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

NORTH
1" = 50'





Vicinity Map
(not to scale)

PLAT NOTES:

1) Plat must be recorded within 24 months of Final Plat approval by the City Council. Final Plat approval was granted on the ____ day of _____, 20____.
2) The installation of all improvements shall conform to all city rules, Ordinances, requirements, standards, and policies pertaining to the development of this property.
3) Prior to building permits being issued, soil testing studies may be required on each Lot as determined by the City of Saratoga Springs Building Official.
4) The Plat may be subject to a Master Development Agreement, Development Agreement, Subdivision Agreement or Site Plan Agreement. See City Recorder for more information.
5) Building permits will not be issued until all improvements have been installed and accepted by the city in writing; all improvements currently meet city standards; and bonds are posted by the current owner of the project pursuant to City Code.
6) All Bonds and Bond Agreements are between the City, Developer/Owner and Financial Institution. No other party, including unit or lot owners, shall be deemed a third-party beneficiary or have any rights including the right to bring any action under any bond or bond agreement.
7) The owner of this subdivision plat and any successors and assigns are responsible for ensuring that impact and connection fees are paid and water rights secured for each individual lot. No building permits shall be issued for any lot in this Subdivision until all impact and connection fees at the rates in effect when applying for building permit, are paid in full and water rights secured as specified by current city ordinances and fee schedules.
8) All open space and trail improvements located herein are to be installed by owner and maintained by a Homeowners Association unless specifies otherwise on each improvement.
9) Any reference herein to Owners, Developers, or Contractors shall apply to successors, agents, and assigns.
10) All Units are subject to the Association bylaws, Articles of Incorporation and CC&R's.

UTILITY NOTE:

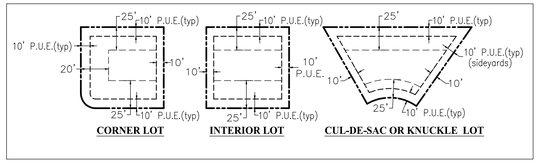
BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF OF THE RIGHT OF WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT OF WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C1	391.00'	253.82'	249.39'	S 75°03'38" W	37°11'40"
C2	366.00'	94.62'	94.36'	N 78°56'18" W	14°48'45"
C3	366.00'	87.94'	87.72'	N 78°24'54" W	13°45'58"
C4	366.00'	6.69'	6.69'	N 85°49'17" W	1°02'48"
C5	20.00'	31.48'	28.33'	N 48°33'58" E	90°10'58"
C6	256.33'	78.08'	77.78'	N 6°31'11" W	17°27'07"
C7	300.00'	63.01'	62.89'	N 2°59'38" W	12°02'02"
C8	20.00'	31.35'	28.24'	S 41°26'02" E	89°49'02"
C9	391.00'	60.39'	60.33'	S 89°14'00" W	8°50'56"
C10	391.00'	107.66'	107.32'	S 76°55'16" W	15°46'32"
C11	391.00'	85.78'	85.61'	S 62°44'54" W	12°34'12"
C12	272.00'	70.31'	70.11'	N 4°32'00" W	14°48'34"

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
Approved this ___ day of _____, A.D. 20____	Approved this ___ day of _____, A.D. 20____
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**CENTURY LINK**
Approved this ___ day of _____, A.D. 20____	Approved this ___ day of _____, A.D. 20____
COMCAST CABLE TELEVISION	QWEST

TYPICAL SETBACK & P.U.E. DETAILS



LEGEND

DECEMBER 6, 2013

- EXISTING SECTION CORNER (FOUND) (AS DESCRIBED)
- OUTSIDE BOUNDARY LINE
- STREET CENTERLINE
- PROPOSED STREET MONUMENT
- MONUMENT TO MONUMENT TIE
- EXISTING FIRE HYDRANT
- EXISTING STREET LIGHT
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENTS

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Registered Land Surveyor, and that I hold a licence, Certificate No. 147089 in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17-23-17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right of way and easement grant of record for underground facilities, as defined in Utah Code Section 54-8a-2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

Boundary Description

A parcel of land situated in the Northwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Commencing at the Northeast corner of Lot 301, Plat "3", Stillwater Subdivision, said point located South 89°44'12" East along the Section line 2005.11 feet and South 2057.73 feet from the found Northwest corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 88°33'49" East 130.78 feet; thence South 73°47'32" East 63.99 feet; thence South 86°20'33" East 135.54 feet; thence North 89°13'03" East 44.88 feet; thence North 76°54'39" East 79.85 feet; thence North 55°33'27" East 135.73 feet more or less to the Westerly boundary of Plat "A", Stillwater Subdivision; thence South along said Plat "A" 130.97 feet more or less to the northerly boundary of Stillwater Drive; thence along Stillwater Drive as follows: along the arc of a 391.00 foot radius curve to the right 253.82 feet (chord bears South 75°03'38" West 249.39 feet), North 86°20'33" West 260.68 feet, along the arc of a 366.00 foot radius curve to the right 94.62 feet (chord bears North 78°56'18" West 94.36 feet); thence North 18°28'14" East 100.00 feet more or less to the point of beginning.

Area = 62,510 sq.ft. or 1.43 Acres

Total number of lots = 6

Basis of Bearing is South 89°44'12" West along the Section line from the Northwest corner to the North quarter corner of Section 12.

_____ _____
Date Roger D. Dudley, PLS
License no. 147089

Owner's Dedication

Known all men by these presents that _____ the _____ undersigned owner ("owner", without regard to number of gender) of the above described tract of land having caused same to be subdivided into lots and streets to be know hereafter as:

Phase 1, Stillwater Subdivision Plat 6

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface of sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.
In witness of _____ have hereunto set _____ this _____ day of _____, A.D. _____

Owner's Acknowledgement

STATE OF UTAH } S.S.
County of Utah

On the___day of_____, A.D. 20___, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires: Notary Public residing at

Approval by Legislative Body

The City Council of the City of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.
This _____, day of _____, A.D. 20___.

City Mayor Attest _____
City Recorder
(See Seal Below)

Sheet 1 of 1

Phase 1

Stillwater Subdivision Plat 6

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
SECTION 12,TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

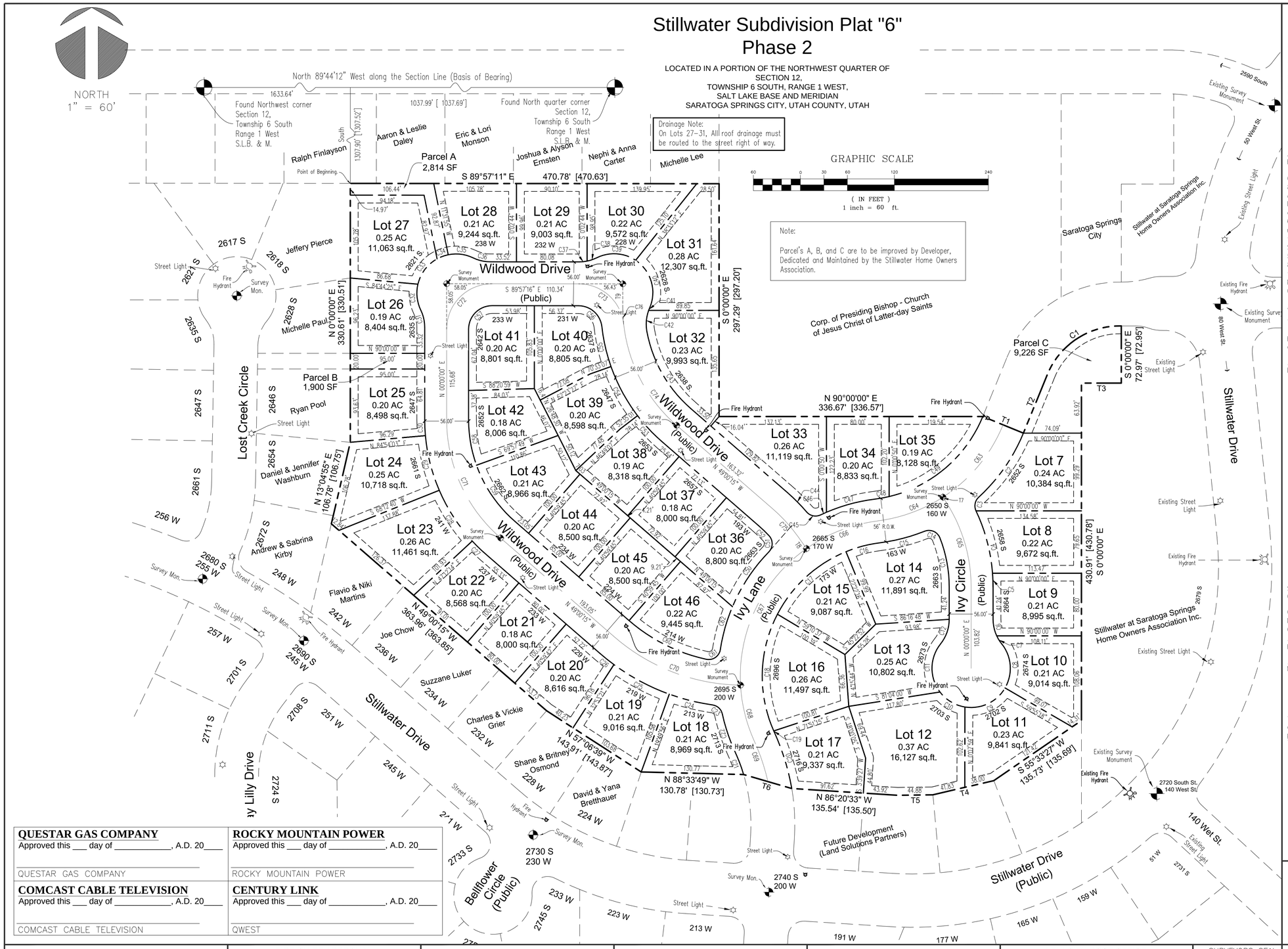
Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE	SURVEYORS SEAL	NOTARY PUBLIC SEAL	CIVIL ENGINEERS SEAL	CLERK-RECORDER SEAL
Approved by the Fire Chief on this ___ day of _____, A.D. 20____	Reviewed by the Planning Commission on this ___ day of _____, A.D. 20____	Approved by the City Engineer on this ___ day of _____, A.D. 20____	Approved by Saratoga Springs Attorney on this ___ day of _____, A.D. 20____	Approved by Post Office Representative on this ___ day of _____, A.D. 20____				
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE REPRESENTATIVE				

Stillwater Subdivision Plat "6"
Phase 2

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Registered Land Surveyor, and that I hold a licence, Certificate No. 147089 in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17–23–17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right of way and easement grant of record for underground facilities, as defined in Utah Code Section 54–8a–2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

Boundary Description

A parcel of land situated in the Northwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Commencing at the Northeast corner of Lot 311, Plat "3", Stillwater Subdivision, said point located North 89°44'12" West along the Section line 1037.99 feet and South 1307.90 feet from the found North quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°57'11" East along Phase 3, Summerhill Subdivision 470.78 feet more or less to Stillwater Church Subdivision; thence along said Subdivision as follows: South 00°00'00" East 297.29 feet, North 90°00'00" East 336.67 feet, South 67°46'56" East 56.00 feet, North 22°13'04" East 80.67 feet, along the arc of a 100.00 foot radius curve to the right 120.21 feet (chord bears North 56°38'02" East 113.10 feet) more or less to Plat "1", Stillwater Subdivision; thence along said Subdivision as follows: South 00°00'00" East 72.97 feet, North 90°00'00" West 50.87 feet, South 00°00'00" East 430.91 feet; thence along Stillwater Subdivision, Plat 6, Phase 1, as follows: South 55°33'27" West 135.73 feet; South 76°54'39" West 79.83 feet; South 89°13'03" West 44.88 feet; North 86°20'33" West 135.54 feet; North 73°47'32" West 63.99 feet; North 88°33'49" West 130.78 feet more or less to the Northeast corner of Lot 301, Plat "3", Stillwater Subdivision; thence along said Subdivision as follows: North 57°06'39" West 143.91 feet, North 49°00'15" West 363.96 feet, North 13°04'55" East 106.78 feet, North 00°00'00" East 330.61 feet more or less to the point of beginning.

Area = 524,940 sq.ft. or 12.05 Acres

Total number of lots = 40

Basis of Bearing is North 89°44'12" West along the Section line from the East quarter to to the Southeast corner of Section 2.

Date

Roger D. Dudley, PLS
License no. 147089

Owner's Dedication

Known all men by these presents that _____, the _____ undersigned owner ("owner"), without regard to number of gender) of the above described tract of land having caused same to be subdivided into lots and streets to be know hereafter as:

Stillwater Subdivision Plat "6"

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface of sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.
In witness of _____ have hereunto set _____ this _____ day of _____, A.D. _____

Owner's Acknowledgement

STATE OF UTAH }
County of Utah } S.S.

On the___day of_____, A.D. 20___, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:

Notary Public residing at

Approval by Legislative Body

The City Council of the City of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.
This _____, day of _____, A.D. 20___.

City Mayor

Attest _____
City Recorder
(See Seal Below)

Sheet 1 of 2

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
Approved this ___ day of _____, A.D. 20___	Approved this ___ day of _____, A.D. 20___
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**CENTURY LINK**
Approved this ___ day of _____, A.D. 20___	Approved this ___ day of _____, A.D. 20___
COMCAST CABLE TELEVISION	QWEST

Phase 2

Stillwater Subdivision Plat "6"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Prepared by:

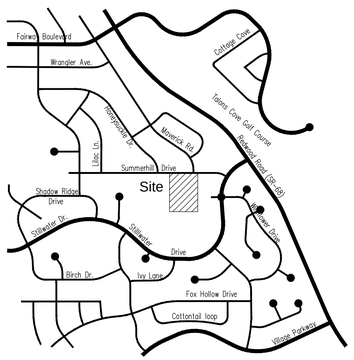
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE	SURVEYORS SEAL	NOTARY PUBLIC SEAL	CIVIL ENGINEERS SEAL	CLERK–RECORDER SEAL
Approved by the Fire Chief on this ___ day of _____, A.D. 20___	Reviewed by the Planning Commission on this ___ day of _____, A.D. 20___	Approved by the City Engineer on this ___ day of _____, A.D. 20___	Approved by Saratoga Springs Attorney on this ___ day of _____, A.D. 20___	Approved by Post Office Representative on this ___ day of _____, A.D. 20___				
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE REPRESENTATIVE				

LEGEND

DECEMBER 4, 2013

- EXISTING SECTION CORNER (FOUND) (AS DESCRIBED)
- OUTSIDE BOUNDARY LINE
- STREET CENTERLINE
- PROPOSED STREET MONUMENT
- MONUMENT TO MONUMENT TIE
- EXISTING FIRE HYDRANT
- EXISTING STREET LIGHT
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENTS



Vicinity Map
(not to scale)

PLAT NOTES:

1) Plat must be recorded within 24 months of Final Plat approval by the City Council. Final Plat approval was granted on the ____ day of _____, 20____.
2) The installation of all improvements shall conform to all city rules, Ordinances, requirements, standards, and policies pertaining to the development of this property.
3) Prior to building permits being issued, soil testing studies may be required on each Lot as determined by the City of Saratoga Springs Building Official.
4) The Plat may be subject to a Master Development Agreement, Development Agreement, Subdivision Agreement or Site Plan Agreement. See City Recorder for more information.
5) Building permits will not be issued until all improvements have been installed and accepted by the city in writing; all improvements currently meet city standards; and bonds are posted by the current owner of the project pursuant to City Code.
6) All Bonds and Bond Agreements are between the City, Developer/Owner and Financial Institution. No other party, including unit or lot owners, shall be deemed a third-party beneficiary or have any rights including the right to bring any action under any bond or bond agreement.
7) The owner of this subdivision plat and any successors and assigns are responsible for ensuring that impact and connection fees are paid and water rights secured for each individual lot. No building permits shall be issued for any lot in this Subdivision until all impact and connection fees at the rates in effect when applying for building permit, are paid in full and water rights secured as specified by current city ordinances and fee schedules.
8) All open space and trail improvements located herein are to be installed by owner and maintained by a Homeowners Association unless specifies otherwise on each improvement.
9) Any reference herein to Owners, Developers, or Contractors shall apply to successors, agents, and assigns.
10) All Units are subject to the Association bylaws, Articles of Incorporation and CC&R's.

UTILITY NOTE:

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF OF THE RIGHT OF WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT OF WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9a-603(4)(c)(ii).

Note:

Parcel's A, B, and C are dedicated as Utility Easements for water, irrigation, Storm Drain and Sewer to the City of Saratoga Springs.

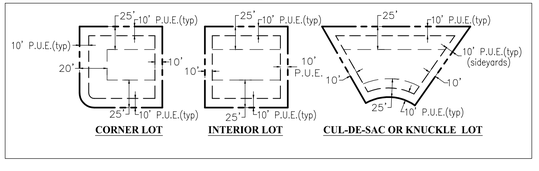
The Stillwater Subdivision Home Owners Association is responsible for maintaining Parcels A, B, & C as well as the parkstrips along their street frontages.

Drainage Note:

Drainage Easement areas are perpetual, non-exclusive, mutual cross drainage easements for purposes of storm water capture and conveyance on, over, upon, and across the areas delineated as Drainage Easements. Each lot encumbered by a drainage easement shall, at its sole cost and expense, maintain and keep all above and below grade infrastructure and appurtenances in a reasonable condition and state of repair, No obstruction or changes in grade shall be located within the easement areas that will impede, divert, or cause the runoff to have an adverse effect on adjoining property.

On Lots 27-31, All roof drainage must be routed to the street right of way.

TYPICAL SETBACK & P.U.E. DETAILS



Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C1	100.00'	120.21'	113.10'	N 56°38'02" E	68°52'27"
C2	228.00'	100.57'	99.76'	N 34°53'15" E	25°16'23"
C3	15.00'	19.05'	17.79'	S 11°07'41" W	72°45'39"
C4	228.00'	82.85'	82.40'	N 14°50'32" W	20°49'14"
C5	228.00'	17.64'	17.63'	N 2°12'57" W	4°25'54"
C6	50.00'	21.82'	21.65'	S 12°30'14" E	25°00'28"
C7	50.00'	11.98'	11.95'	S 31°52'25" E	13°43'53"
C8	50.00'	60.05'	56.51'	N 41°9'50" W	68°49'04"
C9	50.00'	60.24'	56.66'	N 64°35'28" E	69°01'32"
C10	50.00'	38.13'	37.21'	S 59°02'59" E	43°41'34"
C11	50.00'	66.27'	61.53'	S 0°46'05" W	75°56'34"
C12	50.00'	33.81'	33.17'	N 19°22'11" E	38°44'22"
C13	172.00'	64.30'	63.92'	N 10°42'33" W	21°25'05"
C14	15.00'	23.68'	21.30'	N 66°38'52" W	90°27'33"
C15	228.00'	58.69'	58.52'	N 75°29'42" E	14°44'52"
C16	172.00'	45.36'	45.23'	S 75°18'50" W	15°06'37"
C17	172.00'	120.94'	118.46'	S 47°36'55" W	40°17'12"
C18	172.00'	154.20'	149.09'	S 1°47'20" W	51°21'58"
C19	172.00'	0.82'	0.82'	S 24°10'53" E	0°16'27"
C20	300.00'	76.40'	76.19'	N 17°16'33" W	14°35'28"

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C21	219.41'	33.72'	33.69'	N 20°56'50" W	8°48'24"
C22	228.00'	48.24'	48.15'	S 18°15'51" E	12°07'20"
C23	15.00'	18.25'	17.15'	N 47°03'33" W	69°42'45"
C24	278.00'	57.00'	56.90'	S 76°02'30" E	11°44'51"
C25	278.00'	80.39'	80.11'	S 61°53'03" E	16°34'03"
C26	278.00'	22.30'	22.29'	S 51°18'09" E	4°35'46"
C27	228.00'	24.70'	24.69'	S 45°54'00" E	6°12'30"
C28	228.00'	77.70'	77.33'	S 33°01'58" E	19°31'35"
C29	228.00'	72.31'	72.00'	S 14°11'04" E	18°10'14"
C30	228.00'	20.29'	20.28'	S 2°32'58" E	5°05'57"
C31	50.00'	22.55'	22.36'	N 12°55'15" W	25°50'31"
C32	50.00'	34.03'	33.38'	S 6°20'39" E	38°59'44"
C33	50.00'	41.76'	40.56'	S 37°04'56" W	47°51'25"
C34	50.00'	15.23'	15.18'	S 69°44'22" W	17°27'27"
C35	50.00'	32.65'	32.08'	N 82°49'20" W	37°25'09"
C36	50.00'	22.55'	22.36'	S 77°02'01" E	25°50'31"
C37	50.00'	10.08'	10.07'	N 84°16'06" E	11°33'16"
C38	50.00'	13.05'	13.02'	N 71°00'43" E	14°57'29"
C39	49.58'	52.24'	49.86'	N 86°17'01" W	60°22'00"
C40	49.58'	69.19'	63.71'	N 16°07'35" W	79°56'53"

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C41	50.00'	2.85'	2.85'	S 22°12'54" W	3°15'55"
C42	50.00'	26.87'	26.55'	S 5°11'19" W	30°47'16"
C43	172.00'	116.47'	114.26'	S 29°36'17" E	38°47'56"
C44	228.00'	34.50'	34.47'	N 44°40'08" W	8°40'14"
C45	15.00'	19.63'	18.26'	S 77°49'30" E	74°58'59"
C46	228.00'	8.29'	8.29'	S 65°43'30" W	2°04'59"
C47	228.00'	64.14'	63.93'	S 74°49'34" W	16°07'09"
C48	172.00'	18.61'	18.60'	N 79°47'12" E	6°11'52"
C49	172.00'	163.36'	157.29'	N 49°28'42" E	54°25'07"
C50	228.00'	84.48'	84.00'	S 33°34'23" W	21°13'44"
C51	15.00'	22.81'	20.68'	N 0°36'53" E	87°08'43"
C52	172.00'	18.15'	18.14'	N 45°58'52" W	6°02'47"
C53	228.00'	47.74'	47.65'	S 43°00'23" E	11°59'45"
C54	228.00'	67.90'	67.65'	S 27°32'11" E	17°03'51"
C55	228.00'	50.65'	50.54'	S 12°38'26" E	12°43'39"
C56	30.00'	43.81'	40.02'	N 48°06'56" W	83°40'39"
C57	30.00'	47.15'	42.44'	S 45°01'22" W	90°02'44"
C58	172.00'	59.27'	58.98'	S 9°5'20" E	19°44'39"
C59	172.00'	87.84'	86.89'	S 34°22'27" E	29°15'36"
C60	222.00'	111.35'	110.19'	S 63°22'24" E	28°44'17"

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C61	15.00'	24.51'	21.87'	N 55°26'29" E	93°37'57"
C62	228.00'	57.04'	56.89'	S 15°47'30" W	14°20'00"
C63	200.00'	122.02'	120.14'	N 39°44'24" E	34°57'23"
C64	200.00'	89.60'	88.85'	N 70°03'07" E	25°40'02"
C66	200.00'	98.26'	97.27'	S 68°47'42" W	28°08'53"
C67	200.00'	202.20'	193.70'	S 25°45'25" W	57°55'39"
C68	200.00'	73.17'	72.76'	S 13°41'15" E	20°57'42"
C69	272.00'	55.32'	55.22'	N 18°44'43" W	11°39'08"
C70	250.00'	175.52'	171.94'	S 69°07'04" E	40°13'37"
C71	200.00'	171.06'	165.89'	S 24°30'08" E	49°00'15"
C72	58.00'	91.15'	82.06'	S 45°01'22" W	90°02'44"
C73	58.00'	84.71'	77.38'	N 48°06'56" W	83°40'39"
C74	200.00'	149.15'	145.71'	S 27°38'26" E	42°43'39"
C75	200.00'	47.91'	47.80'	N 42°08'30" W	13°43'30"
C76	200.00'	22.07'	22.06'	S 3°06'56" E	6°19'21"

Line Table

Line	Length	Direction
T1	56.00'	S 67°46'56" E
T2	80.67'	N 22°13'04" E
T3	50.87'	N 90°00'00" W
T4	79.83'	S 76°54'39" W
T5	44.88'	S 89°13'03" W
T6	63.99'	N 73°47'32" W
T8	18.00'	N 35°16'45" W
T9	29.59'	N 00°02'44" E

Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

Phase 2

Stillwater Subdivision Plat "6"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Stillwater Subdivision Plat "6"
Phase 2

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
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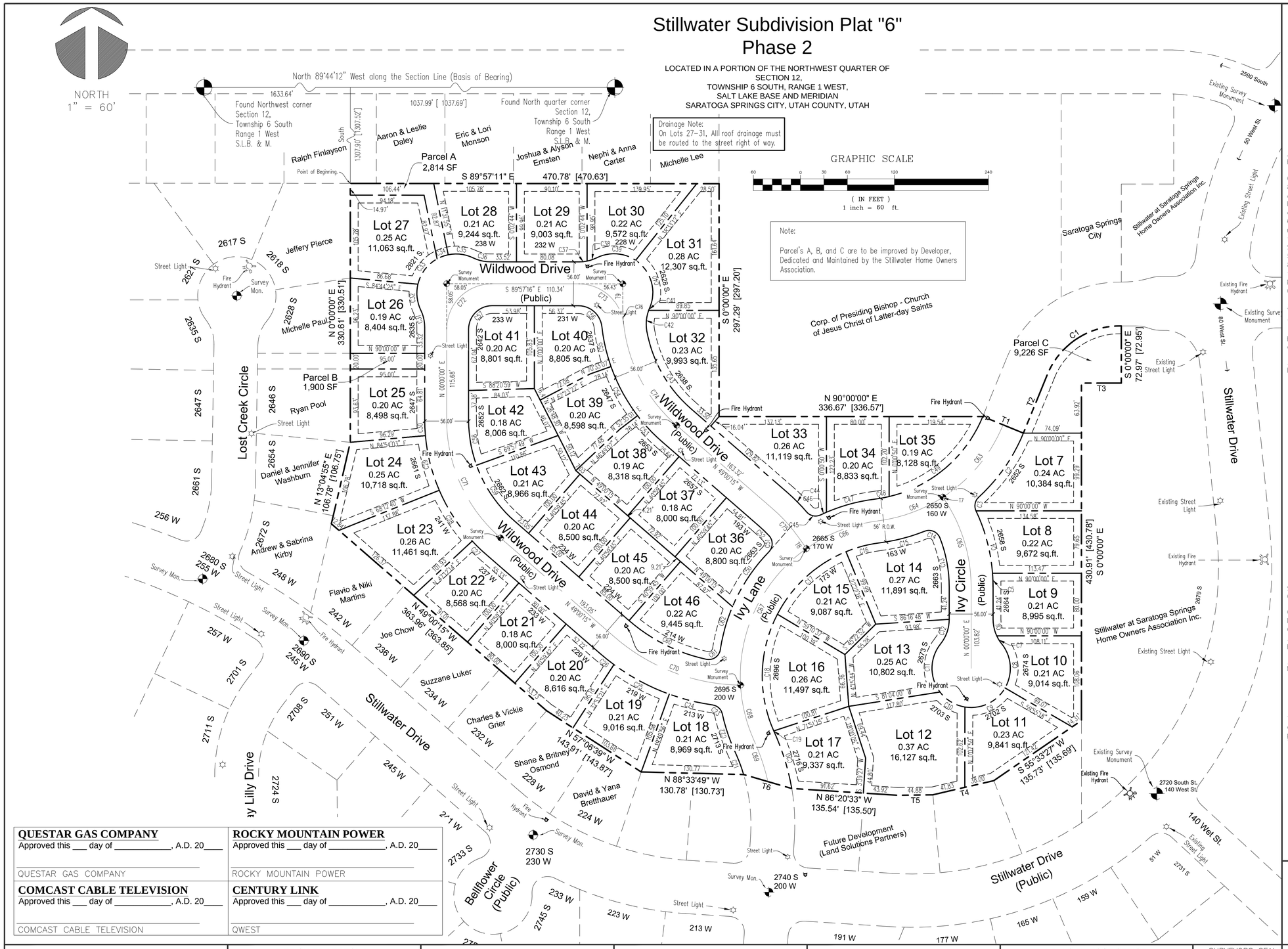


Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Registered Land Surveyor, and that I hold a licence, Certificate No. 147089 in accordance with the Professional Engineers and Land Surveyors Licensing Act found in Title 58, Chapter 22 of the Utah Code. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described below, have subdivided said tract of land into lots, streets, easements, have completed a survey of the property described on this plat in accordance with Utah Code Section 17–23–17, have verified all measurements, and have placed monuments as represented on the plat. I further certify that every existing right of way and easement grant of record for underground facilities, as defined in Utah Code Section 54–8a–2, and for other utility facilities, is accurately described on this plat, and that this plat is true and correct. I also certify that I have filed, or will file within 90 days of the recordation of this plat, a map of the survey I have completed with the Utah County Surveyor.

Boundary Description

A parcel of land situated in the Northwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Commencing at the Northeast corner of Lot 311, Plat "3", Stillwater Subdivision, said point located North 89°44'12" West along the Section line 1037.99 feet and South 1307.90 feet from the found North quarter corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°57'11" East along Phase 3, Summerhill Subdivision 470.78 feet more or less to Stillwater Church Subdivision; thence along said Subdivision as follows: South 00°00'00" East 297.29 feet, North 90°00'00" East 336.67 feet, South 67°46'56" East 56.00 feet, North 22°13'04" East 80.67 feet, along the arc of a 100.00 foot radius curve to the right 120.21 feet (chord bears North 56°38'02" East 113.10 feet) more or less to Plat "1", Stillwater Subdivision; thence along said Subdivision as follows: South 00°00'00" East 72.97 feet, North 90°00'00" West 50.87 feet, South 00°00'00" East 430.91 feet; thence along Stillwater Subdivision, Plat 6, Phase 1, as follows: South 55°33'27" West 135.73 feet; South 76°54'39" West 79.83 feet; South 89°13'03" West 44.88 feet; North 86°20'33" West 135.54 feet; North 73°47'32" West 63.99 feet; North 88°33'49" West 130.78 feet more or less to the Northeast corner of Lot 301, Plat "3", Stillwater Subdivision; thence along said Subdivision as follows: North 57°06'39" West 143.91 feet, North 49°00'15" West 363.96 feet, North 13°04'55" East 106.78 feet, North 00°00'00" East 330.61 feet more or less to the point of beginning.

Area = 524,940 sq.ft. or 12.05 Acres

Total number of lots = 40

Basis of Bearing is North 89°44'12" West along the Section line from the East quarter to to the Southeast corner of Section 2.

Date

Roger D. Dudley, PLS
License no. 147089

Owner's Dedication

Known all men by these presents that _____, the _____ undersigned owner ("owner"), without regard to number of gender) of the above described tract of land having caused same to be subdivided into lots and streets to be know hereafter as:

Stillwater Subdivision Plat "6"

do hereby dedicate for the perpetual use of the public and/or City all parcels of land, easements, right-of-way, and public amenities shown on this plat as intended for public and/or City use. The owner(s) voluntarily defend, indemnify, and save harmless the City against any easements or other encumbrance on a dedicated street which will interfere with the City's use, maintenance, and operation of the street. The owner(s) voluntarily defend, indemnify, and hold harmless the City from any damage claimed by persons within or without this subdivision to have been caused by alterations of the ground surface, vegetation, drainage, or surface of sub-surface water flows within this subdivision or by establishment or construction of the roads within this subdivision.
In witness of _____ have hereunto set _____ this _____ day of _____, A.D. _____

Owner's Acknowledgement

STATE OF UTAH }
County of Utah } S.S.

On the___day of_____, A.D. 20___, personally appeared before me, the undersigned Notary Public, in and for the County of Utah in said State of Utah, the signer( ) of the above Owner's dedication, _____ in number, who duly acknowledged to me that _____ signed it freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:

Notary Public residing at

Approval by Legislative Body

The City Council of the City of Saratoga Springs, County of Utah, approves this subdivision subject to the conditions and restrictions stated hereon, and hereby accepts the Dedication of all streets, easements, and other parcels of land intended for the public purpose of the perpetual use of the public.
This _____, day of _____, A.D. 20___.

City Mayor

Attest _____
City Recorder
(See Seal Below)

Sheet 1 of 2

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
Approved this ___ day of _____, A.D. 20___	Approved this ___ day of _____, A.D. 20___
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**CENTURY LINK**
Approved this ___ day of _____, A.D. 20___	Approved this ___ day of _____, A.D. 20___
COMCAST CABLE TELEVISION	QWEST

Phase 2

Stillwater Subdivision Plat "6"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF
SECTION 12,
TOWNSHIP 6 SOUTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Prepared by:

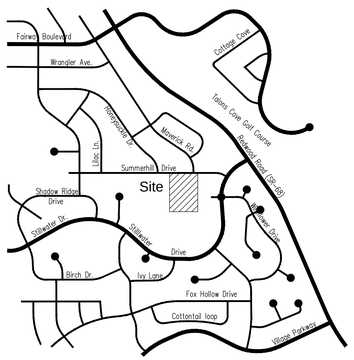
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE	SURVEYORS SEAL	NOTARY PUBLIC SEAL	CIVIL ENGINEERS SEAL	CLERK–RECORDER SEAL
Approved by the Fire Chief on this ___ day of _____, A.D. 20___	Reviewed by the Planning Commission on this ___ day of _____, A.D. 20___	Approved by the City Engineer on this ___ day of _____, A.D. 20___	Approved by Saratoga Springs Attorney on this ___ day of _____, A.D. 20___	Approved by Post Office Representative on this ___ day of _____, A.D. 20___				
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE REPRESENTATIVE				

LEGEND

DECEMBER 4, 2013

- EXISTING SECTION CORNER (FOUND) (AS DESCRIBED)
- OUTSIDE BOUNDARY LINE
- STREET CENTERLINE
- PROPOSED STREET MONUMENT
- MONUMENT TO MONUMENT TIE
- EXISTING FIRE HYDRANT
- EXISTING STREET LIGHT
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENTS



Vicinity Map
(not to scale)

PLAT NOTES:

1) Plat must be recorded within 24 months of Final Plat approval by the City Council. Final Plat approval was granted on the ____ day of _____, 20____.
2) The installation of all improvements shall conform to all city rules, Ordinances, requirements, standards, and policies pertaining to the development of this property.
3) Prior to building permits being issued, soil testing studies may be required on each Lot as determined by the City of Saratoga Springs Building Official.
4) The Plat may be subject to a Master Development Agreement, Development Agreement, Subdivision Agreement or Site Plan Agreement. See City Recorder for more information.
5) Building permits will not be issued until all improvements have been installed and accepted by the city in writing; all improvements currently meet city standards; and bonds are posted by the current owner of the project pursuant to City Code.
6) All Bonds and Bond Agreements are between the City, Developer/Owner and Financial Institution. No other party, including unit or lot owners, shall be deemed a third-party beneficiary or have any rights including the right to bring any action under any bond or bond agreement.
7) The owner of this subdivision plat and any successors and assigns are responsible for ensuring that impact and connection fees are paid and water rights secured for each individual lot. No building permits shall be issued for any lot in this Subdivision until all impact and connection fees at the rates in effect when applying for building permit, are paid in full and water rights secured as specified by current city ordinances and fee schedules.
8) All open space and trail improvements located herein are to be installed by owner and maintained by a Homeowners Association unless specifies otherwise on each improvement.
9) Any reference herein to Owners, Developers, or Contractors shall apply to successors, agents, and assigns.
10) All Units are subject to the Association bylaws, Articles of Incorporation and CC&R's.

UTILITY NOTE:

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF OF THE RIGHT OF WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT OF WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION. "APPROVING" SHALL HAVE THE MEANING IN UTAH CODE SECTION 10-9a-603(4)(c)(ii).

Note:

Parcel's A, B, and C are dedicated as Utility Easements for water, irrigation, Storm Drain and Sewer to the City of Saratoga Springs.

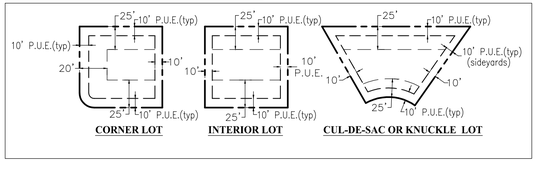
The Stillwater Subdivision Home Owners Association is responsible for maintaining Parcels A, B, & C as well as the parkstrips along their street frontages.

Drainage Note:

Drainage Easement areas are perpetual, non-exclusive, mutual cross drainage easements for purposes of storm water capture and conveyance on, over, upon, and across the areas delineated as Drainage Easements. Each lot encumbered by a drainage easement shall, at its sole cost and expense, maintain and keep all above and below grade infrastructure and appurtenances in a reasonable condition and state of repair, No obstruction or changes in grade shall be located within the easement areas that will impede, divert, or cause the runoff to have an adverse effect on adjoining property.

On Lots 27-31, All roof drainage must be routed to the street right of way.

TYPICAL SETBACK & P.U.E. DETAILS



Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C1	100.00'	120.21'	113.10'	N 56°38'02" E	68°52'27"
C2	228.00'	100.57'	99.76'	N 34°53'15" E	25°16'23"
C3	15.00'	19.05'	17.79'	S 11°07'41" W	72°45'39"
C4	228.00'	82.85'	82.40'	N 14°50'32" W	20°49'14"
C5	228.00'	17.64'	17.63'	N 2°12'57" W	4°25'54"
C6	50.00'	21.82'	21.65'	S 12°30'14" E	25°00'28"
C7	50.00'	11.98'	11.95'	S 31°52'25" E	13°43'53"
C8	50.00'	60.05'	56.51'	N 41°9'50" W	68°49'04"
C9	50.00'	60.24'	56.66'	N 64°35'28" E	69°01'32"
C10	50.00'	38.13'	37.21'	S 59°02'59" E	43°41'34"
C11	50.00'	66.27'	61.53'	S 0°46'05" W	75°56'34"
C12	50.00'	33.81'	33.17'	N 19°22'11" E	38°44'22"
C13	172.00'	64.30'	63.92'	N 10°42'33" W	21°25'05"
C14	15.00'	23.68'	21.30'	N 66°38'52" W	90°27'33"
C15	228.00'	58.69'	58.52'	N 75°29'42" E	14°44'52"
C16	172.00'	45.36'	45.23'	S 75°18'50" W	15°06'37"
C17	172.00'	120.94'	118.46'	S 47°36'55" W	40°17'12"
C18	172.00'	154.20'	149.09'	S 1°47'20" W	51°21'58"
C19	172.00'	0.82'	0.82'	S 24°10'53" E	0°16'27"
C20	300.00'	76.40'	76.19'	N 17°16'33" W	14°35'28"

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C21	219.41'	33.72'	33.69'	N 20°56'50" W	8°48'24"
C22	228.00'	48.24'	48.15'	S 18°15'51" E	12°07'20"
C23	15.00'	18.25'	17.15'	N 47°03'33" W	69°42'45"
C24	278.00'	57.00'	56.90'	S 76°02'30" E	11°44'51"
C25	278.00'	80.39'	80.11'	S 61°53'03" E	16°34'03"
C26	278.00'	22.30'	22.29'	S 51°18'09" E	4°35'46"
C27	228.00'	24.70'	24.69'	S 45°54'00" E	6°12'30"
C28	228.00'	77.70'	77.33'	S 33°01'58" E	19°31'35"
C29	228.00'	72.31'	72.00'	S 14°11'04" E	18°10'14"
C30	228.00'	20.29'	20.28'	S 2°32'58" E	5°05'57"
C31	50.00'	22.55'	22.36'	N 12°55'15" W	25°50'31"
C32	50.00'	34.03'	33.38'	S 6°20'39" E	38°59'44"
C33	50.00'	41.76'	40.56'	S 37°04'56" W	47°51'25"
C34	50.00'	15.23'	15.18'	S 69°44'22" W	17°27'27"
C35	50.00'	32.65'	32.08'	N 82°49'20" W	37°25'09"
C36	50.00'	22.55'	22.36'	S 77°02'01" E	25°50'31"
C37	50.00'	10.08'	10.07'	N 84°16'06" E	11°33'16"
C38	50.00'	13.05'	13.02'	N 71°00'43" E	14°57'29"
C39	49.58'	52.24'	49.86'	N 86°17'01" W	60°22'00"
C40	49.58'	69.19'	63.71'	N 16°07'35" W	79°56'53"

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C41	50.00'	2.85'	2.85'	S 22°12'54" W	3°15'55"
C42	50.00'	26.87'	26.55'	S 5°11'19" W	30°47'16"
C43	172.00'	116.47'	114.26'	S 29°36'17" E	38°47'56"
C44	228.00'	34.50'	34.47'	N 44°40'08" W	8°40'14"
C45	15.00'	19.63'	18.26'	S 77°49'30" E	74°58'59"
C46	228.00'	8.29'	8.29'	S 65°43'30" W	2°04'59"
C47	228.00'	64.14'	63.93'	S 74°49'34" W	16°07'09"
C48	172.00'	18.61'	18.60'	N 79°47'12" E	6°11'52"
C49	172.00'	163.36'	157.29'	N 49°28'42" E	54°25'07"
C50	228.00'	84.48'	84.00'	S 33°34'23" W	21°13'44"
C51	15.00'	22.81'	20.68'	N 0°36'53" E	87°08'43"
C52	172.00'	18.15'	18.14'	N 45°58'52" W	6°02'47"
C53	228.00'	47.74'	47.65'	S 43°00'23" E	11°59'45"
C54	228.00'	67.90'	67.65'	S 27°32'11" E	17°03'51"
C55	228.00'	50.65'	50.54'	S 12°38'26" E	12°43'39"
C56	30.00'	43.81'	40.02'	N 48°06'56" W	83°40'39"
C57	30.00'	47.15'	42.44'	S 45°01'22" W	90°02'44"
C58	172.00'	59.27'	58.98'	S 9°5'20" E	19°44'39"
C59	172.00'	87.84'	86.89'	S 34°22'27" E	29°15'36"
C60	222.00'	111.35'	110.19'	S 63°22'24" E	28°44'17"

Curve Data Table

Curve	Radius	Length	Chord	Bearing	Delta
C61	15.00'	24.51'	21.87'	N 55°26'29" E	93°37'57"
C62	228.00'	57.04'	56.89'	S 15°47'30" W	14°20'00"
C63	200.00'	122.02'	120.14'	N 39°44'24" E	34°57'23"
C64	200.00'	89.60'	88.85'	N 70°03'07" E	25°40'02"
C66	200.00'	98.26'	97.27'	S 68°47'42" W	28°08'53"
C67	200.00'	202.20'	193.70'	S 25°45'25" W	57°55'39"
C68	200.00'	73.17'	72.76'	S 13°41'15" E	20°57'42"
C69	272.00'	55.32'	55.22'	N 18°44'43" W	11°39'08"
C70	250.00'	175.52'	171.94'	S 69°07'04" E	40°13'37"
C71	200.00'	171.06'	165.89'	S 24°30'08" E	49°00'15"
C72	58.00'	91.15'	82.06'	S 45°01'22" W	90°02'44"
C73	58.00'	84.71'	77.38'	N 48°06'56" W	83°40'39"
C74	200.00'	149.15'	145.71'	S 27°38'26" E	42°43'39"
C75	200.00'	47.91'	47.80'	N 42°08'30" W	13°43'30"
C76	200.00'	22.07'	22.06'	S 3°06'56" E	6°19'21"

Line Table

Line	Length	Direction
T1	56.00'	S 67°46'56" E
T2	80.67'	N 22°13'04" E
T3	50.87'	N 90°00'00" W
T4	79.83'	S 76°54'39" W
T5	44.88'	S 89°13'03" W
T6	63.99'	N 73°47'32" W
T8	18.00'	N 35°16'45" W
T9	29.59'	N 00°02'44" E

Prepared by:

Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
office 801-224-1252
fax 801-224-1264

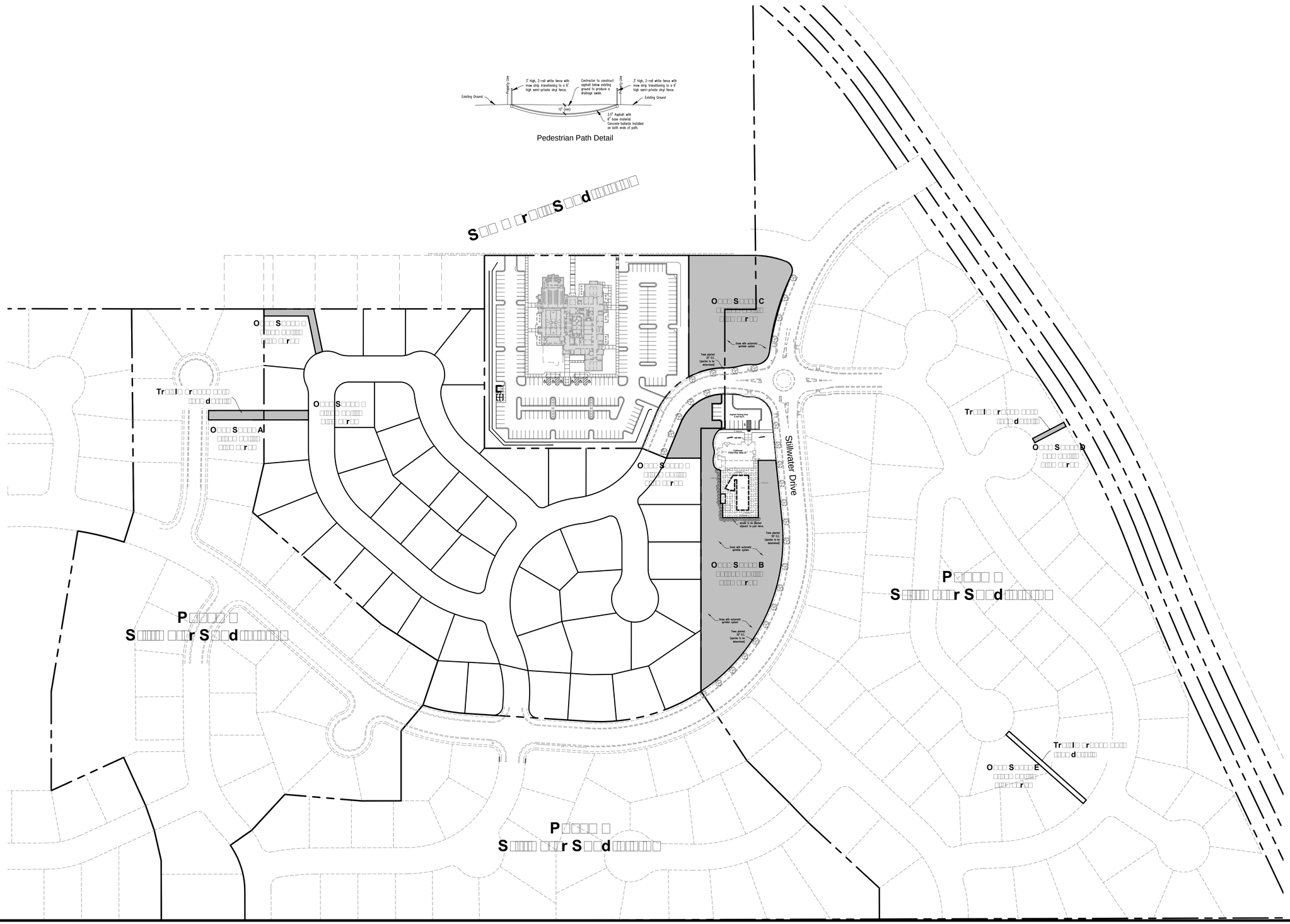
Phase 2

Stillwater Subdivision Plat "6"

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

Stillwater Phase 6

Saratoga Springs Utah



DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Stillwater Phase 6

Open Space Exhibit

Saratoga Springs Utah

Revisions

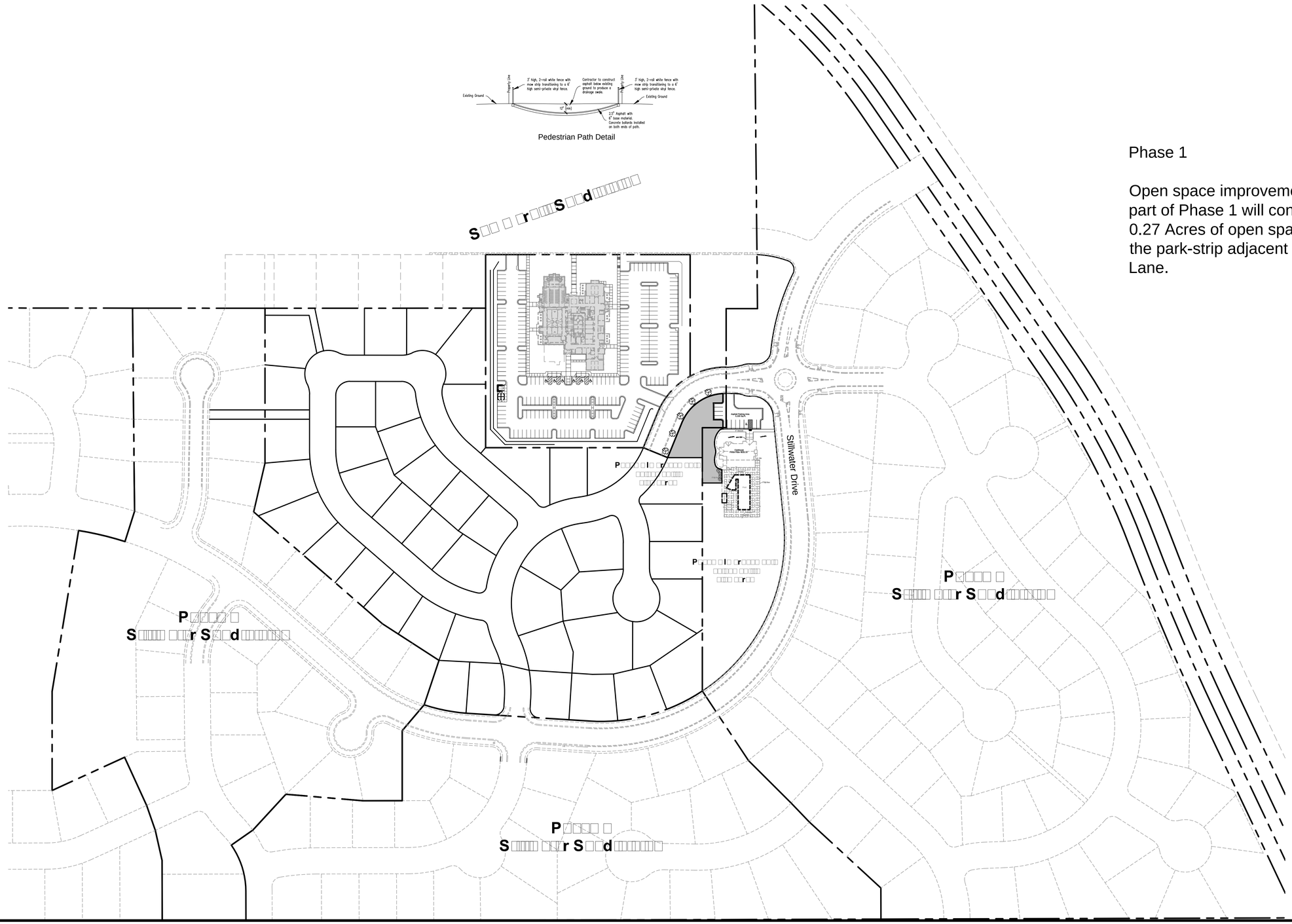
Date	9-11-2013
Scale	1" = 50'
By	TD
Tracing No.	L - 13900

Sheet No.

C -

Stillwater Phase 6

Saratoga Springs Utah



Phase 1

Open space improvements as part of Phase 1 will consist of 0.27 Acres of open space and the park-strip adjacent to Ivy Lane.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Stillwater Phase 6

Open Space Phase 1

Saratoga Springs Utah

Revisions

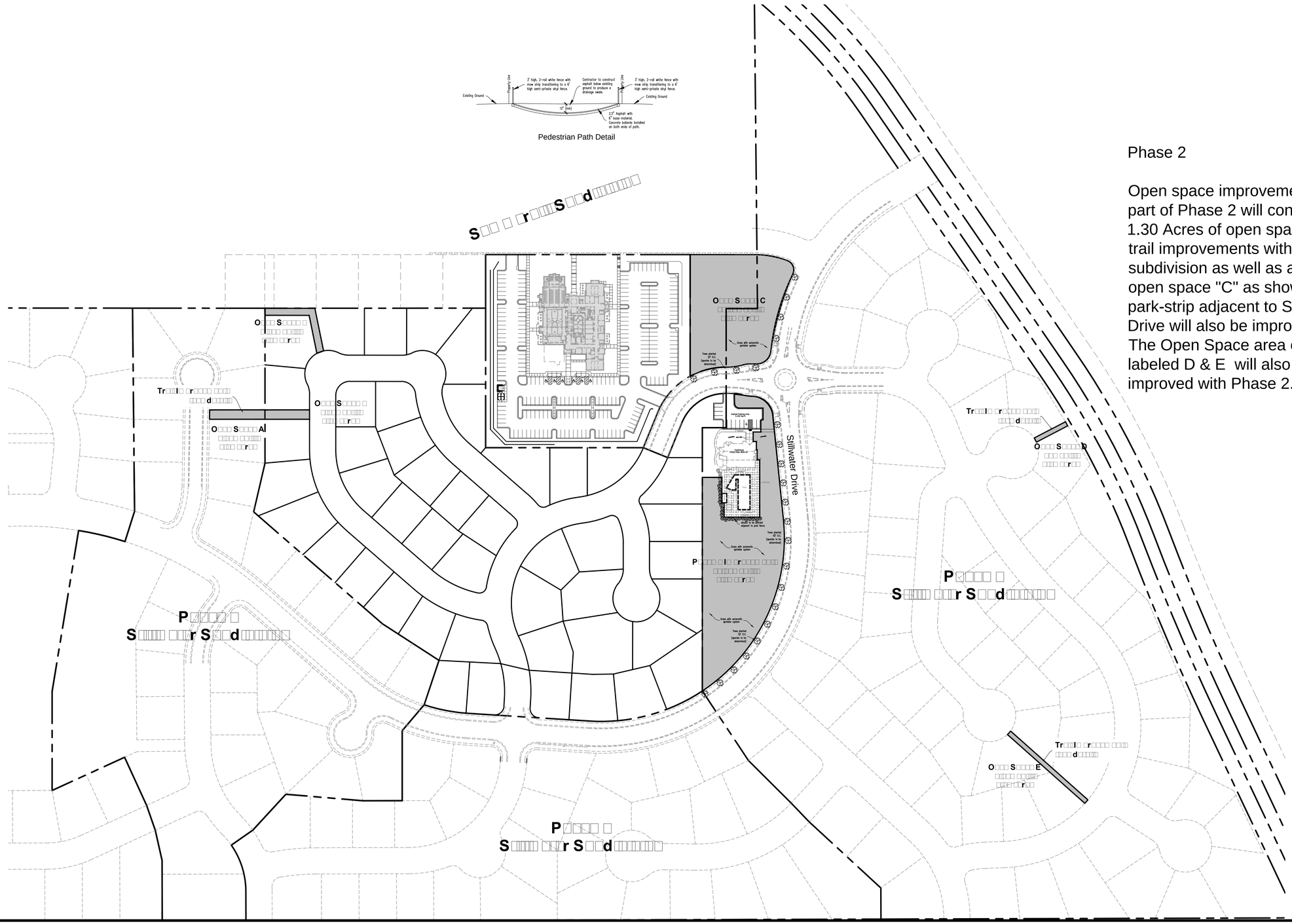
Date	2-17-2014
Scale	1" = 50'
By	TD
Tracing No.	L - 13900

Sheet No.

L - 1.0

Stillwater Phase 6

Saratoga Springs Utah



Phase 2

Open space improvements as part of Phase 2 will consist of 1.30 Acres of open space, the trail improvements within the subdivision as well as all of open space "C" as shown. The park-strip adjacent to Stillwater Drive will also be improved. The Open Space area off-site labeled D & E will also be improved with Phase 2.

DUDLEY AND ASSOCIATES
ENGINEERS PLANNERS SURVEYORS
353 EAST 1200 SOUTH, OREM, UTAH
801-224-1252

Stillwater Phase 6

Open Space Phase 2

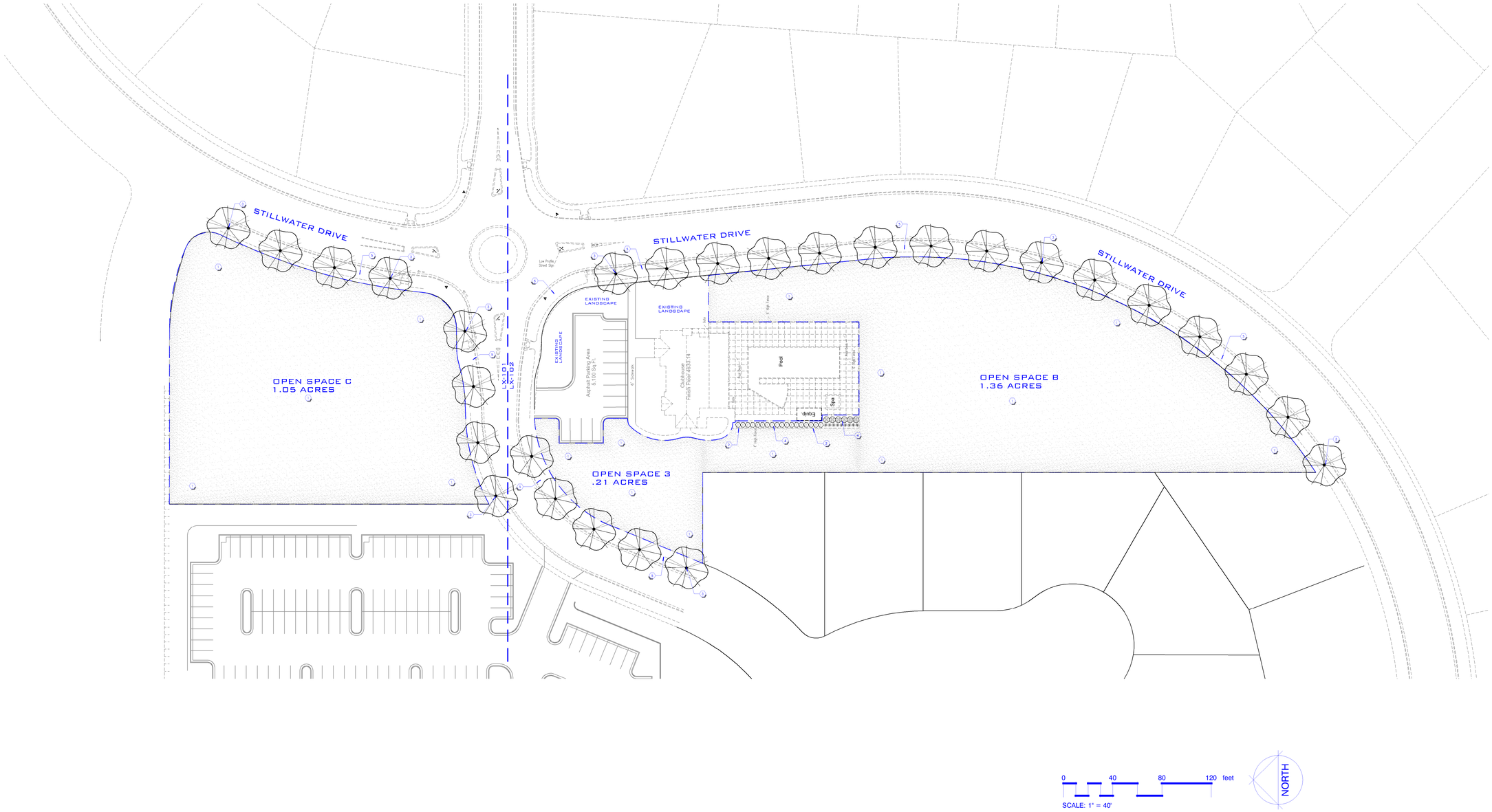
Saratoga Springs Utah

Revisions

Date	2-17-2014
Scale	1" = 50'
By	TD
Tracing No.	L - 13900

Sheet No.

L - 1.1



LOFT SIX FOUR

LANDSCAPE ARCHITECTURE
ARCHITECTURAL SITE DESIGN

9500 S. 500 W. SUITE 213
SANDY, UTAH 84070
PHONE: 801.580.4325
LOFTSIXFOUR.COM

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These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and office personnel only in accordance with this notice.

STAMP:

REGISTERED LANDSCAPE ARCHITECT
5197921
Brandon A. Reed
STATE OF UTAH

STILLWATER PHASE 6

SARATOGA SPRINGS, UTAH

DATA:

DATE:	02.10.14
PROJECT NO:	1406
DRAWN BY:	BAR
CHECKED BY:	BAR

REVISIONS:

TITLE

OVERALL LANDSCAPE PLAN

SHEET

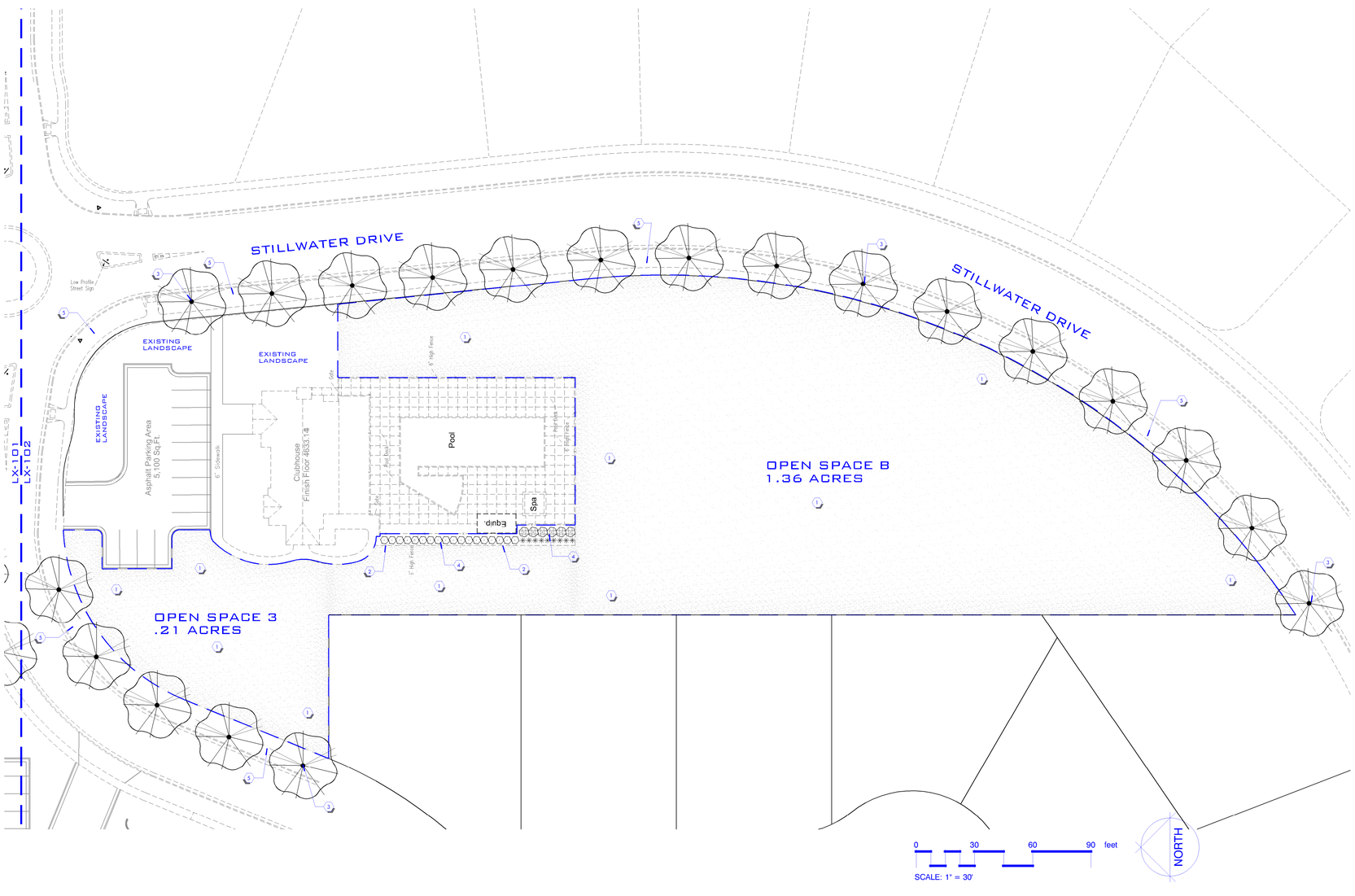
LP100

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT		QTY
	PL2	PLATANUS ACERIFOLIA `BLOODGOOD` / LONDON PLANE TREE	2.5" CAL		28
SHRUBS	**CODE**	**BOTANICAL NAME / COMMON NAME**	**CONT**		**QTY**
	PC	COTONEASTER LUCIDUS / PEKING COTONEASTER	5 GAL		18
	MV	VIBURNUM LANTANA / MOHICAN VIBURNUM	5 GAL		6
GRASSES	**CODE**	**BOTANICAL NAME / COMMON NAME**	**CONT**		**QTY**
	KF	CALAMAGROSTIS ACUTIFLORA `KARL FOERSTER` / KARL FOERSTER GRASS	1 GAL		9
SOD/SEED	**CODE**	**BOTANICAL NAME / COMMON NAME**	**CONT**	**SPACING**	**QTY**
	TB	TURF GRASS / TURF GRASS	SOD		113,303 SF

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY	DETAIL
1	TURF AREA (TYP.)		
2	CONCRETE CURB EDGING BETWEEN ALL PLANTING AND TURF AREAS (TYP.)		
3	2.5" STREET TREES SPACED 50' ON CENTER PER CITY REQUEST		
4	SCREEN SWIMMING POOL ALONG WEST FENCELINE WITH EVERGREEN SHRUBS PER CITY REQUEST.		
5	EXISTING TURF PARK STRIPS		



GENERAL LANDSCAPE NOTES:

1. ALL LANDSCAPING SHALL BE IN CONFORMANCE WITH LANDSCAPE REGULATIONS, 2004 EDITION, ORDINANCE NO. 3133, SERIES OF 2004, AND THE AAN (AMERICAN ASSOCIATION OF NURSERYMEN) SPECIFICATIONS FOR NUMBER ONE GRADE.

2. ALL WORK SHALL CONFORM TO LOCAL CITY AND COUNTY CODES. CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES, LINES, AND STRUCTURES PRIOR TO EXCAVATION OR TRENCHING. DAMAGE TO THESE UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO COST TO THE OWNER OR LANDSCAPE ARCHITECT.

3. CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING HIMSELF FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES AND STRUCTURES. CONTRACTOR SHALL TAKE SOLE RESPONSIBILITY FOR ANY COSTS INCURRED DUE TO DAMAGE OF SAID UTILITIES.

4. CONTRACTOR SHALL NOT WILLFULLY PROCEED WITH CONSTRUCTION AS DESIGNED WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR GRADE DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. SUCH CONDITIONS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

5. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY COORDINATION WITH SUBCONTRACTORS AS REQUIRED TO ACCOMPLISH THE LANDSCAPE CONSTRUCTION FOR THIS PROJECT. PLANT QUANTITIES TO BE BASED ON CONTRACTOR'S ESTIMATE ACCORDING TO PLANS, SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT. GRAPHIC SYMBOLS PRESIDE OVER WRITTEN PLANT QUANTITIES.

6. ALL TURF AREAS TO BE SPRAY IRRIGATED. ALL SHRUB BEDS TO BE DRIP IRRIGATED. ALL PERENNIAL AREAS TO BE IRRIGATED WITH 12" POP-UP SPRAY HEADS. TREES AND SHRUBS MUST BE IRRIGATED BY A SEPARATE ZONE THAN SOD/GRASS. THIS SYSTEM IS AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM.

7. ALL TREE AND SHRUB LOCATIONS SHALL BE STAKED BY THE CONTRACTOR AND APPROVED BY THE LANDSCAPE ARCHITECT.

8. PLANT SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT APPROVAL BY LANDSCAPE ARCHITECT AND DEVELOPER.

9. ALL SHRUB BEDS TO BE ORGANIC MULCH TO DEPTH OF 4" PER CITY CODE.

10. ALL PERENNIAL BEDS AND TREE RINGS TO BE MULCHED WITH ORGANIC MULCH TO A DEPTH OF 4" MIN. WITH NO LANDSCAPE FABRIC.

11. ALL FLATS OF GROUND COVERS AND PERENNIALS SHALL BE PLANTED ON A TRIANGLE FORMATION TO ALLOW FOR MAXIMUM GROWTH PATTERN - NOTE O.C. PLANTINGS.

12. FOR TREES IN SOD, ALLOW A 2' DIAMETER BED WITHOUT SOD AROUND ROOT COLLAR. APPLY 4" DEPTH OF ORGANIC MULCH OVER 2' DIAMETER.

13. TURF GRASS TO BE 100% FROM SINGLE GROWER. SEE TURF GRASS NOTE IN PLANTING LEGEND, THIS SHEET. FOR SEED BLEND AS PER CITY STANDARDS.

14. CONCRETE EDGER WILL OCCUR BETWEEN ALL PLANTING BEDS ADJACENT TO SOD AND WILL BE SET LEVEL WITH THE TOP OF SOD. CONCRETE EDGER TO OCCUR BETWEEN ORGANIC MULCH AND CRUSHER FINES AREAS IF APPLICABLE.

15. SOIL PREPARATION FOR ALL NON-HARDSCAPE AREAS SHALL INCLUDE TOPSOIL AND/OR ORGANIC MATTER (COMPOST OR AGED GROUND MANURE) AND SHALL BE ADDED AT A RATE OF 5 CUBIC YARDS PER 1,000 SQUARE FEET AND TILLED 8" DEPTH INTO SOIL. PRIOR TO INSTALLATION OF PLANT MATERIALS. ALL AREAS SHALL BE THOROUGHLY LOOSENED.

16. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON DELIVERY TO SITE. IF THIS IS NOT POSSIBLE, PLANTS SHALL BE HEELED IN AND WATERED TO PREVENT DEHYDRATION.

17. PLANTING PITS SHALL BE EXCAVATED TO A MINIMUM OF TWICE THE WIDTH OF THE ROOTBALL. DO NOT DISTURB SOIL AT THE BOTTOM OF PIT BUT SCARIFY SIDES TO PREVENT GLAZING.

18. AFTER PLANT INSTALLATION, ALL PLANT MATERIAL SHALL BE PLACED WITH THEIR ROOT COLLARS SLIGHTLY HIGHER THAN FINISH GRADE. (3" HIGHER FOR TREES)

19. LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF FINAL INSPECTION.

20. ALL LANDSCAPE SHOWN ON THESE PLANS SHALL BE MAINTAINED IN A NEAT AND ADEQUATE MANNER. REQUIRED MAINTENANCE ACTIVITIES SHALL INCLUDE, BUT BE NOT LIMITED TO, MOWING OF LAWNS, TRIMMING OF HEDGES, ADEQUATE IRRIGATION, REPLACEMENT OF DEAD, DISEASED, OR UNSIGHTLY LANDSCAPING, REMOVAL OF WEEDS FROM PLANTING AREAS, AND APPROPRIATE PRUNING OF PLANT MATERIALS.

21. SEE SHEET LP.501 FOR LANDSCAPE DETAILS.

22. SEE 'OPEN SPACE EXHIBIT' PER CIVIL DRAWINGS FOR TRAIL CROSS SECTIONS IN OPEN SPACE 1, OPEN SPACE A, OPEN SPACE D, AND OPEN SPACE E AS PER CITY REQUEST.

23. SEE CIVIL AND ARCHITECTURAL DRAWINGS FOR ALL STRUCTURES, HARDSCAPE, GRADING, AND DRAINAGE INFO.

24. EXISTING PARKSTRIP TURF AND SIDEWALK SHALL BE PROTECTED IN PLACE ALONG CONTRACTOR TO FIELD VERIFY ALL EXISTING PLANT MATERIAL AND MAKE EVERY EFFORT TO PROTECT IN PLACE AND MAINTAIN IN GOOD HEALTH DURING AND CONSTRUCTION.

25. CLEAR VIEW AREA SHALL BE MAINTAINED AT ALL INTERSECTIONS AND SHALL MEET CITY STANDARDS. NO OBSTRUCTION IN EXCESS OF 3' ABOVE FINISHED GRADE SHALL BE ALLOWED IN THE CLEAR VIEW AREA, (INCLUDING TREES AND TREE CANOPIES)

LOFT SIX FOUR
LANDSCAPE ARCHITECTURE
ARCHITECTURAL SITE DESIGN
9500 S. 500 W. SUITE 213
SANDY, UTAH 84070
PHONE: 801.568.4325
LOFTSIXFOUR.COM

The designs shown and described herein including all technical drawings, graphic representation and models thereof, are proprietary and can not be copied, duplicated, or commercially exploited in whole or in part without the sole and express written permission from loft six four.

These drawings are available for limited review and evaluation by clients, consultants, contractors, government agencies, vendors, and office personnel only in accordance with this notice.

STAMP:

REGISTERED LANDSCAPE ARCHITECT
5197921
Brandon A. Reed
STATE OF UTAH

STILLWATER PHASE 6
SARATOGA SPRINGS, UTAH

DATA:

DATE:	02.10.14
PROJECT NO:	1406
DRAWN BY:	BAR
CHECKED BY:	BAR

REVISIONS:

TITLE
LANDSCAPE PLAN

SHEET
LP102

City Council
Engineering Staff Report

Author: Mark T. Edwards
Subject: Federal Aid Agreement
Date: March 25, 2014

Description:

A. Topic:

This agenda item is being presented to the Mayor and Council for approval and for instructions to execute a Joint Agreement between the City of Saratoga Springs City and UDOT which will fund engineering and construction of a trail to link an existing trail along Old Saratoga Road to the Loch Lohmond Subdivision

B. Background:

The City Staff has applied for and received funding to complete a section of the Provo River Parkway trail on the north shoreline of Utah Lake. This trail has been started but not completed by Utah County. The project includes possible land acquisition, environmental clearances, engineering, contract administration and construction of a trail and yet to be determined amenities.

This funding is administer through UDOT but is partially funded with Gas Tax returned to the State via the Metropolitan Planning Organizations (MPO). The approved Grant funds amount to $576,161, combined with 6.77% matching funds from the City ($41,839). State Wide Transportation Improvement Program Funds will be available for Engineering starting in October, 2014, construction funds will be made available the following October, 2015.

C. Analysis:

These funds will complete a pedestrian trail connection from Loch Lohmond and an adjoining subdivision in Lehi to the Jordan River Parkway at Inlet Park. This section will be owned and maintained by Utah County.

Recommendation:

Staff recommends the approval of the attached Joint Federal Aid Agreement.

State of Utah

Department of Transportation

F□d□r□□A□d A□r□□□ □□□ □□r L□□□□A□□□□□ Pr□□□□□ CFDA No. 20.205	City of Saratoga Springs - Mark Edwards	Maximum Project Value Authorized $618,000
PIN Number 10959 FINET Number 53856 FMIS Number F008579	Project Number F-LC49(139) PIN Description Saratoga Springs Utah Lakeshore Trail	Agreement Number (Assigned By Comptrollers) Date Executed

This Agreement is entered into this ____ day of _____, 20___, by and between the Utah Department of Transportation ("UDOT") and Saratoga Springs ("Local Agency "), a political subdivision of the State of Utah.

The (City/County) has a project that will receive financing from federal-aid highway funds. The Project consists of Saratoga Springs Utah Lakeshore Trail, located at Saratoga Springs and identified as project number F-LC49(139) ;

Pursuant to 23 CFR 635.105, UDOT has the responsibility to oversee the federal aid projects to ensure adequate supervision and inspection so the projects are completed in conformance with the approved plans and specifications, including compliance with all federal requirements;

In instances where UDOT does not have jurisdiction over the road where the Project is being performed, UDOT may arrange for the Local Governmental Agency with jurisdiction of the road to perform the work with its own forces or by contract; and

This Agreement describes the respective roles and requirements of UDOT and the City/County to ensure compliance with the federal requirements for the receipt of federal funding for the Project.

S□□□□ W□d□ Tr□□□□□r□□□□□ I□ □r□□□□ □□□Pr□□r□□ STIP 2014 - 2017

Fund*	Prior	2014	2015	2016	2017	Total	Fed Aid	State	Other	Pct
CMAQ_MAG	$0	$0	$96,000	$522,000	$0	$618,000	$576,161	$0	$41,839	6.77%
Total:	$0	$0	$96,000	$522,000	$0	$618,000	$576,161	$0	$41,839	6.77%

AGREEMENT

Now, therefore, the parties agree as follows:

I. **D[illegible]r[illegible] [illegible] Pr[illegible]**
II. **UDOT[illegible] R[illegible] [illegible]d R[illegible] [illegible] F[illegible]d[illegible]r[illegible] F[illegible]d[illegible]d L[illegible]G[illegible]r[illegible] [illegible]Pr[illegible]**

A. Oversee compliance with federal and state regulations.
B. Ensure transportation project oversight as outlined in 23 CFR.
C. Assign a UDOT Project Manager to:
   1. Assist the Local Government Project Manager to monitor scope, schedule, budget, and help track expenditures during all phases of the project.
   2. Assist in project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
   3. For projects approved through the Wasatch Front Regional Council (WFRC), assist in early coordination with UDOT's Environmental staff during preparation of the environmental document.
   4. Prepare and process the federal aid agreement before project initiation.
   5. Help administer consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the Project.
   6. Assist the local agency to process and approve Consultant Pay Requests.
   7. Coordinate and participate in design review meetings to ensure the federally-approved, UDOT design process is followed.
   8. Coordinate to ensure ongoing communication with the local project sponsor.
   9. Coordinate payment of local government matching, betterment or other funding to UDOT prior to project advertisement.
   10. Assist the Local Agency in preparing and executing Utility Reimbursement Agreements as required.
   11. Coordinate betterment items and finalize agreements prior to construction advertising.
   12. Assist with the federally-approved construction advertising and award processes.
   13. Coordinate with the Local Project Manager to review and recommend change orders for approval.
   14. Coordinate the UDOT project closeout process.

III. **L[illegible]A[illegible] R[illegible] [illegible]d R[illegible] [illegible] F[illegible]d[illegible]r[illegible] F[illegible]d[illegible]d L[illegible]G[illegible]r[illegible] [illegible]Pr[illegible]**

The Local Agency shall manage the Project in compliance with federal and state laws and regulations. The Local Agency shall monitor the quality of work being performed on the Project and daily activities and issues with the consultants. For Class B and C roads, the Local Agency assumes responsibility for the design, construction quality and maintenance of the road.

A. The Local Agency shall assign a representative to serve as the Local Project Manager to:

   1. Research, understand, and take responsibility for federal requirements by its acceptance of federal funds.
   2. Coordinate with the UDOT Project Manager concerning the funding.
   3. Committee (MPO's, etc.) for funding and expenditure time-frames, scope issues and delivery schedule.
   4. Manage the day-to-day activities of the Project as follows:
      a. Consultant and professional services used on the Project.
      b. The Local Agency shall recommend and approve consultant pay requests.
      c. Project scope, schedule, budget, and quality.
      d. Coordination of details, decisions and impacts with the local jurisdiction's community councils, commissions, legal counsel, department heads, political leads, engineering and public works departments, etc.
      e. Coordination with the assigned UDOT Project Manager.
      f. Project risk monitoring by reviewing and discussing identified risks and mitigation efforts.
      g. Monitor project schedule and progress of all project tasks to ensure a timely delivery of the project.
      h. Schedule discussion should be held in all preconstruction and construction project progress meeting.
      i. Oversee project compliance with federal and state transportation project processes. These responsibilities include (but are not limited to):

1) Participate in the federally approved consultant qualifications-based selection, negotiation of contract, and contracting process for all phases of the project.
2) Participate as the active lead in project team meetings as well as all field and plan reviews.
3) Ensure NEPA Environmental clearances and approvals are obtained.
4) Ensure current AASHTO, MUTCD, and UDOT design standards are met, or if not, ensure all design exceptions, waivers or deviations are obtained and have the necessary signatures in place.
5) Ensure and certify that right of way acquisitions follow the federal Uniform Act and comply with state right of way acquisition policy, including rules, and meet all Project right of way commitments.
6) Ensure construction standards and specifications are met.
7) Oversee project construction management operations, progress, documentation and quality inspection to meet state and federal contract administration requirements.

j. Coordinate with utilities to minimize project impacts and ensure needed relocations have the proper documentation, easements and agreements in place. The Local Agency shall provide to UDOT Region Utility Coordinator the Project utility certification prior to construction advertising.
k. Ensure required documentation is in place before submitting the advertising package to UDOT for advertising through its federally-approved process.
l. Coordinate with the UDOT Project Manager and Comptroller's Office to deposit the local match and betterment funds prior to advertising.
m. Approve the final advertising package and obtain local signature approval before proceeding to advertise.
n. Review the abstract of bids and recommend to the UDOT Project Manager award of the project.
o. Attend Construction Coordination meetings and coordinate with the Consultant Resident Engineer (RE).
p. Review all construction change orders for approval and submit them to UDOT Project Manager for review and processing.
q. Review the project budget for changes related to change orders, quantity overruns, incentives, fuel and asphalt adjustments, etc.
r. Ensure materials comply with the current UDOT Materials Testing and Acceptance Manual and the UDOT Minimum Sampling and Testing Requirements.
s. Assist to provide all documentation needed for construction project close out including Buy America certification.
t. Coordinate the project close out process by timely closing all open contracts and agreements.
u. Provide right of way certification verifying all required right of way has been purchased prior to advertising.

This list of roles and responsibilities is not comprehensive but describes the general roles of the Local Agency.

IV. **F□□d□□□□** Upon signing this agreement, the Local Agency agrees to pay its estimated matching share in phases when requested by UDOT. Phases typically include environmental, design, right of way and construction. The local match for this project is represented by the percentages of the Total Project Value shown below. In addition the Local Agency agrees to pay 100% of the overruns that exceed $618,000 and any ineligible costs when requested by UDOT.

All project costs not reimbursed by FHWA shall be the responsibility of the Local Agency. No costs are eligible for federal aid reimbursement until authorized by the FHWA through Form R-709, Request for Federal Aid Project Approval, separate from this Local Agency Agreement.

For the specific funding for the project, see page 1, Statewide Transportation Improvement Program (STIP).

UDOT will request payment of matching shares and overruns through an email that will be sent to Mark Edwards at MEDWARDS@SARATOGASPRINGSCITY.COMthe Local Agency Contact. The Local Agency shall pay within 30 days after each payment request. The Local Agency shall make the check payable to the Utah Department of Transportation referencing the project number above and mail to UDOT Comptroller's Office, 4501 South 2700 West, Box 1415010, Salt Lake City, Utah 84114-1510.

The Local Agency shall be responsible for all costs associated with the project which are not reimbursed by the federal government. For a Joint Highway Committee project, the federal participation for construction engineering costs is limited to 20 percent of the construction contract costs.

Funds requested beyond the amount set forth will require execution of a Supplemental Financial Agreement.

If the project has cost overruns, the Local Agency shall pay the additional amount required within 30 days of receiving the invoice. Should the Local Agency fail to reimburse UDOT for costs that exceed the federal reimbursement, federal funding for other Local Agency projects or B&C road funds may be withheld until payment is made.

If the advanced amount exceeds the Local Agency's share of project cost, UDOT will return the amount of overpayment to the Local Agency upon financial closure of the project.

UDOT shall provide the Local Agency with a quarterly statement reflecting a cost summary of project costs.

V. **L[illegible]A[illegible] R[illegible] [illegible]r[illegible] [illegible]C[illegible]** The Local Agency shall bill UDOT for eligible federal aid project cost incurred after FHWA approval for authorization to proceed (form R709) and in conformity with applicable federal and state laws. Authorized Local Agency reimbursement claims should be submitted to UDOT Project Manager. Reimbursements to the Local Agency for right of way claims are classified as a pass-through of Federal funds from UDOT to the Local Agency. Expenditures by the Local Agency for general administration, supervision, and other overhead shall not be eligible for federal participation unless an indirect cost plan has been approved by the Federal government.

The Local Agency shall comply with 23 CFR Section 710.203 for FHWA reimbursement requests of real property acquisitions. A Local Agency shall not request reimbursement for excess acquisitions which are not eligible for FHWA reimbursement under 23 CFR Section 710.203 http://www.gpoaccess.gov/cfr/retrieve.html.

VI. **F[illegible]d[illegible]r[illegible]A[illegible]d Pr[illegible]C[illegible]** [illegible] Local Agency shall comply with Title 23, USC, 23 CFR, Office of Management and Budget Circulars A-102, A-87 and A-133, policies and procedures promulgated by FHWA, UDOT Local Government and State Aid Project Guide, UDOT's Right of Way Operational Manual and the Federal Aid Project Agreement between UDOT and Federal Highway Administration concerning federal aid projects.

VII. **Pr[illegible]A[illegible]r[illegible] [illegible]r F[illegible]d[illegible]r[illegible]A[illegible]d.** The Local Agency, through UDOT, must obtain an Authorization to proceed from FHWA before beginning work on any federal aid project. Federal funds shall not participate in costs incurred prior to the date of authorization, except as provided by 23 CFR Section 1.9(b).

VIII. **L[illegible]** Local Agency agrees to hold harmless and indemnify UDOT, its officers, employees and agents (Indemnities) from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of the Local Agency's negligent or intentional acts, errors or omissions in the performance of this Project, and from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out of Indemnities' failure to inspect, discover, correct, or otherwise address any defect, dangerous condition or other condition created by or resulting from Local Agency's negligent or intentional acts, errors or omissions in the performance of this Project.

Any periodic plan and specification review or construction inspection performed by UDOT arising out of the performance of the project does not relieve the Local Agency of its duty in the performance of this Project or to ensure compliance with acceptable standards.

IX. **S[illegible] A[illegible]d[illegible]A[illegible]** The Local Agency, as a sub-recipient of federal funds, shall adhere to the Federal Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, http://www.whitehouse.gov/omb/circulars/a133/a133.html. A sub-recipient who expends $500,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provision of OMB Circular A-133. Upon conclusion of the A-133

audit, the Local Agency shall be responsible for ensuring that a copy of the report is transmitted to the Utah Department of Transportation, Internal Audit, 4501 S 2700 W, Box 148230, Salt Lake City, Utah 84114-8230.

X. **M** The Local Agency shall properly maintain and restore each type of roadway, structure and facility as nearly as possible in its original condition as constructed or improved in accordance with state and federal requirements.

XI. **U** The Local Agency shall notify and cooperate with utility companies having facilities in the project limits in accordance with Utah Code Section 54-3-29.

The Local Agency shall certify, in accordance with 23 CFR Section 645.107(c), that utility relocation reimbursements to be made in accordance with the provisions of 23 CFR Section 645.107(a) do not violate the terms of a use and occupancy agreement, or legal contract, between the utility and the Local Agency, or are solely for the purpose of implementing safety corrective measures to reduce the roadside hazards of utility facilities to the highway use as provided in 23 CFR Section 645.107(k).

The Local Agency shall determine reimbursement eligibility for identified relocations based on Local Agency Franchise Agreement or Ordinance. If not reimbursable, submit a written statement to UDOT that the Local Agency is "legally unable to reimburse the utilities" for relocation or protection work as part of the project. Utility relocations deemed to be reimbursable will be performed in accordance with 23 CFR Section 645, Utilities, Subpart A, and are subject to 23 CFR Section 635.410, Buy America Requirements.

In accordance with 23 CFR Section 645.209 (g), the Local Agency will provide a degree of protection to the highway that is equivalent to or more protective than Utah Administrative Rule 930-7, Utility Accommodation Rule.

XII. **A** **R** **rd**. For a period not less than three (3) years from the date of final project close out with federal government, the Local Agency accounting records pertaining to the federal aid project are to be kept available for inspection and audit by the state and federal government, or furnished upon request.

XIII. **R** **W** The Local Agency shall acquire all the required right of way for the Project in compliance with 23 CFR Section 710.309, 49 CFR Part 24 and UDOT Right of Way Operations Manual. The Local Agency shall use the right of way module in ePM for acquisitions. Once all the necessary right of way is acquired, the Local Agency shall obtain UDOT's certification. All the necessary right of way must be obtained before the project is advertised. No limitations concerning right of way shall be allowed. For UDOT right-of-way certifications required for advertising access the following: http://www.udot.utah.gov/main/f?p=100:pg:::1:T,V:808,34728.

For real property disposals the Local Agency shall comply with 23 CFR Sections 710.409 and 710.403. The Local Agency should have property management records, which identify inventories of real property considered excess to project needs. If a Local Agency determines that real property initially acquired as part of the project is declared excess and disposed of the Local Agency must comply with 23 CFR Sections 710.409 and 710.403. This requires that the Federal share of net income from the sale or lease of real property acquired with Federal assistance be used for Title 23 eligible projects. Refer to http://www.gpoaccess.gov/cfr/retrieve.html for additional information. The Local Agency shall deposit the net proceeds from the sale or lease with UDOT to be applied towards a Title 23 eligible project as authorized by the appropriate metropolitan planning organization or the Joint Highway Committee.

XIV. **C** **S** **d S** **d** Local Agency recognizes that if a project scope changes from the original intent of the project application, the project will need to be re-evaluated by the responsible agency that programmed the project. Such a review may result in approval of the scope change, removal from the program, or adjustment in the federal aid funds programmed for the project.

Local Agency is responsible for the schedule of the project. If the project cannot progress as programmed, the responsible programming agency may advance other projects and require the project to wait for next available funding.

Any change orders required to meet the terms and conditions of the construction contract will be initiated by UDOT. UDOT will notify the Local Agency of any such change orders. At the Local Agency's request, UDOT will initiate change orders that cover betterments.

The Local Agency shall be responsible for 100% of the costs of all change orders on the Project not reimbursed by FHWA.

XV. **UDOT S□r□□□□ C□□□□□** UDOT may provide expertise in project management, contract preparation, design plan reviews, advertising, construction materials verification/certification, technical assistance, engineering services or other services as needed. Appropriate charges for these costs will be included in invoices to the Local Agency.

XVI. **Add□□□□□□C□□r□□□□□ P□r□□□** If the Local Agency desires to be an additional contracting party and an additional bondholder or obligee on the performance bond for Class B and C roads, a signed letter on official letterhead by the governing body of the Local Agency shall be an attachment to this Federal Aid Agreement. This provision applies only to federally funded projects and only on B and C roads.

XVII. **T□r□ □□□□□□□** This agreement may be terminated as follows:

1. By mutual agreement of the parties, in writing.
2. By either UDOT or the Local Agency for failure of the other party to fulfill their obligations as set forth in the provisions of this agreement. Thirty day written notice to terminate the Agreement will be provided to the other party describing the noncompliance of the Agreement. If the noncompliance is not remedied within the thirty day period, the Agreement shall terminate. However, if UDOT believes that the Local Agency is violating the Agreement that may result in harm to the public, inappropriate use of federal funds or if the Federal Highway Administration requests immediate termination, UDOT may terminate the Agreement without giving the thirty day notice.
3. By UDOT for the convenience of the state upon written notice to the Local Agency.
4. By UDOT, in the event that construction of the project for which this design engineering is undertaken is not started by the close of the fifth fiscal year following the fiscal year in which this agreement is executed.

In the event of termination, the Local Agency shall pay all of UDOT's costs regardless of whether the Project is constructed.

XVIII. **M□□□□□□□□□□□□□**

1. This Agreement cannot be altered or amended, except pursuant to an instrument in writing signed by each of the parties.
2. If any term or provision of this Agreement or application to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement shall not be affected and each term, condition and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.
3. The failure of a party to insist upon strict performance of any provisions of this Agreement shall be construed as a waiver for future purposes with respect to any such provision or portion. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.
4. Each undersigned represents and warrants that each has been duly authorized for all necessary action, as appropriate, to execute this Agreement for and on behalf of the respective parties
5. The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint ventures or to have any other similar relationship to each other in the conduct of their entities.

XIX. **C□□□□□□R□□□□**

Language content was reviewed and approved by the Utah AG's office on March 20, 2013.

GENERAL FHWA PROVISIONS FOR FEDERAL-AID AGREEMENT

1. **General Provisions** The Grantee will comply with all Federal laws and requirements which are applicable to grant agreements, and imposed by the Federal Highway Administration (FHWA) concerning special requirements of law, program requirements, and other administrative requirements.

2. **Modification** This agreement may be amended at any time by a written modification properly executed by both the FHWA and the Grantee.

3. **Records and Cost Records:**
   (a) Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three (3) years, with the following exception:

   (1) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation claims, or audit findings involving the records have been resolved.

   (2) Records for non-expendable property, if any, required with Federal funds shall be retained for three years after its final disposition.

   (3) When records are transferred to or maintained by FHWA, the 3-year retention requirement is not applicable to the recipient.

   (b) The retention period starts from the date of the submission of the final expenditure report.

   (c) The Secretary of Transportation and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the recipient, and its contractors and subcontractors, to make audits, examinations, excerpts, and transcripts.

4. **EEO Provisions:**
   (a) The application/recipient agrees to incorporate in all contracts having a value of over $10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

   (b) The application/recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over $10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

   (c) The applicant/recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, handicap or age; and that it has or will develop and submit to FHWA by August 1 an affirmative action plan consistent with the Uniform Guidelines on Employee Section Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608.

5. **Copeland Act:** All contracts in excess of $2,000 for construction or repair awarded by recipient and its contractors or subcontractors shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, and person employed in the construction, completion, or repair of public work, or give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to FHWA.

6. **Davis-Bacon Act:** When required by the Federal program legislation, all construction contracts awarded by the recipient and its contractors or subcontractors of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the G/CAO.

7. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by recipient in excess of $2,500 that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages or every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1-2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act if applicable to construction work provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Access to Records:** All negotiated contracts (except those of $10,000 or less) awarded by recipients shall include a provision to the effect that the recipient, FHWA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

9. **Civil Rights Act:** The recipient shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and in accordance with Title VI of that Act, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied that benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient received Federal financial assistance and shall immediately take any measures necessary to effectuate this Agreement. It shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) prohibiting employment discrimination where:

   (a) The primary purpose of and instrument is to provide employment, or

   (b) Discriminatory employment practices will result in unequal treatment of persons who are or should be benefitting from the grant-aided activity.

10. **Nondiscrimination:** The applicant/recipient hereby agrees that, as a condition to receiving any Federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d), related nondiscrimination statutes, and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the applicant/recipient receives Federal financial assistance. The specific requirements of the United States Department of Transportation standard Civil Rights assurances with regard to the States' highway safety programs (required by 49 CFR 21.7 and on file with the U.S. DOT) are incorporated in this grant agreement.

11. **Rehabilitation Act:** The recipient shall comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794, P.L. 93-112), and all requirements imposed by or pursuant to the regulations of the Department of Health, Education, and Welfare (45 CFR, Parts 80, 81, and 84), promulgated under the foregoing statute. It agrees that, in accordance with the foregoing requirements, no otherwise qualified handicapped person,

by reason of handicap, shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, and that it shall take any measures necessary to effectuate this Agreement.

12. **G[illegible]r[illegible] [illegible]R[illegible] [illegible]U[illegible] [illegible]d[illegible]** FHWA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FHWA.

13. Accountability of equipment acquired in prior years will be transferred to the current year Grant. An updated inventory list will be provided by FHWA.

14. This Grant is subject to the conditions specified in the enclosed Negotiation Document.

15. **Dr[illegible]-Fr[illegible] W[illegible]r[illegible]** By signing this agreement, the recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) And implementing regulations (49 CFR Part 29), which require, in part, that grantees prohibit drug use in the workplace, notify the FHWA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

16. **L[illegible] [illegible] [illegible] U[illegible] [illegible]F[illegible]d[illegible]r[illegible]F[illegible]d[illegible] [illegible]r L[illegible] [illegible]r Gr[illegible] [illegible] E[illegible]** By signing this agreement the recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FHWA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of $100,000 must make the same declarations to the grant recipient. With respect to the payment of funds not Federally appropriated by the recipient and sub-recipients, the recipient must report to the FHWA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

50036.2-M-34b

Form FHWA-1273 (Rev. 3-94)

LOCAL AGENCY

City of Saratoga Springs Official

By _____

Date _____

Mr. Mark Christensen

U[illegible] D[illegible]r[illegible] [illegible]Tr[illegible]r[illegible]

By _____
Region Director

Date _____

UDOT C[illegible] [illegible]r[illegible]r

By _____
Comptroller's Office

Date _____

C□□□□□□□□S□r□□□□□

F□d□r□□A□d A□r□□□ □□□R□□□□□ □A□□r□□□□R□□□□□□ F□r□

STATE OF UTA□
UTA□ DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES

TODAY□S DATE 3/4/2014
PM RE□UEST DATE 3/4/2014

FEDERAL AID

Pr□□□□□N□□□ F-LC49(139)
PIN D□□□r□□□□□□ Saratoga Springs Utah Lakeshore Trail

PIN N□□□ 10959
FINET Pr□□ C□d□ N□□□ 53856

UDOT Pr□□□□□M□□□□□r	UDOT C□□r□□□Ad□ □□□□r□□□r
Matthew Parker 658 North 1500 West Orem, UT 84057 (801)227-8034 mattparker@utah.gov	Michael R. Udot Butler PO Box 148490 Salt Lake City Utah 84114-8490 (801)965-4419 michaelbutler@utah.gov

L□□□□G□□□r□□ □□□
City of Saratoga Springs 1300 N. COMMERCE DR. STE 200 Saratoga Springs, UT 84043-3296 Mark Edwards, (801) 766-6504 MEDWARDS@SARATOGASPRINGSCITY.COM

Project Value	$618,000
Federal Match	$576,161
Local Government Match	$41,839
State Match	$0

Please print five single sided copies and route for review/approval to the individuals listed below, using the contact information above. Please sign where appropriate on page #1 in the document before forwarding to the next individual on the list. Please route in the following order:

R□□□□□□ S□□□□□□□		D□□□
1	Sent to Local Government	**3/4/2014**
2	Review/Approved Local Government	
3	Review/Approved UDOT Region Director (c/o UDOT PM)	
4	Consultant Services	
5	Sent to UDOT Comptroller	
6	Review/Approved UDOT Comptroller	

City Council
Staff Report

Author: Jeremy D. Lapin, P.E., City Engineer
Subject: Sale of Property for CUWCD/Eagle Mtn. Pump Station
Date: March 25, 2014
Type of Item: Real Estate Transaction

Description:

A. Topic:

This item is for the approval of a Real Estate Transaction with Central Utah Water Conservancy District (CUWCD) to sell approximately 0.06 acres of property located on the North-East corner of Pony Express Parkway and 800 West.

B. Background:

In 2011 the City created the Pony Express Minor Subdivision plat so that excess property acquired during the Eighth West Extension project could be sold to CUWCD for the installation of a turn out and pump station. At that time a small piece of property at the south-east corner of the minor subdivision was retained by the City to use for the retention of storm water. With the completion of the current Pony Express Widening Project the retention pond is no longer needed and CUWCD desires to have the property for a storm water retention pond on their property.

C. Analysis:

With the completion of the Pony Express Widening project the City will no longer need the property as it extends beyond the standard 90-ft half width ROW and it is in the City's best interest to sell the property to CUWCD in good faith and adequate consideration. This property is not usable for other purposes due to its small size and location, and could be burdensome to maintain for the City. The adjacent property owner, CUWCD desires the property for the retention of their storm water and by acquiring it they will assume the responsibility of improving it and of all future maintenance. Staff recommends a valuation of the property at $3.25 per SF based upon an appraisal by JSA Realty Advisors of the Christensen Holdings, LC properties to the west which was Vacant Land that was zoned RA-5 (Utah County - Low density residential) at the time of appraisal.

D. Legal Requirements:

In order to sell property, the City must follow the procedure in Utah Code § 10-8-2(4). We must hold a public hearing and give 14 days' notice of the public hearing. Further, the transaction must be in the public interest (UCA 10-8-2(1)(a)(iii)) and be '"in good faith and for adequate

consideration.'" *Salt Lake County Commission v. Salt Lake County Attorney*, 985 P.2d 899, 909 (1999). In determining whether adequate consideration is given, the City must make findings as to what the benefit is in present market terms and what the benefits are of the property transaction. *Id*.

E. Proposed Findings:

1) The City published 14 days' notice of the transaction by posting the notice: (a) on the Utah Public Notice Website; (b) at City Hall; and (c) on the City's website.

2) The Council held a public hearing on March 25, 2014 and duly considered all public comment.

3) The property transaction is in good faith because the small portion of property is not useable to the City and the City will be selling the property for fair market value.

4) The City is receiving fair market value for the property. A recent appraisal of similarly-situated property within the same zone in the relatively same area was at $141,570 per acre. The City is receiving approximately $ 8,500 for the property and is therefore receiving fair market value.

Recommendation:

Staff recommends that the City Council approve the sale of the subject property to CUWCD at a price of $3,25 per SF. Based on the approximate area of 0.06 acres the total estimated sales price is $8,500.

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Talus Ridge
Rezone and Concept Plan
March 25, 2014
Public Hearing

Report Date:	March 18, 2014
Applicant/Owner:	Edge Homes
Location:	Approximately 550 North 800 West
Major Street Access:	800 West
Parcel Number(s) & Size:	58:034:0065, 80 acres
Parcel Zoning:	R-3, Low Density Residential
Requested Zoning:	R-4, Low Density Residential
Adjacent Zoning:	A, RR and R-3
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Low Density Residential, Rural Residential, Agricultural
Previous Meetings:	None
Previous Approvals:	None
Land Use Authority:	City Council
Future Routing:	Public Hearing with City Council
Author:	Sarah Carroll, Senior Planner

A. **Executive Summary:** This is a request to rezone 80 acres from R-3 to R-4 and to review the concept plan for the proposed development. The concept plan indicates 216 single family lots, with a minimum lot size of 9,000 square feet per lot. Several of the lots are between 70-80 feet wide at the front setback.

Recommendation:
Staff recommends that the City Council conduct a public hearing, take public comment and discuss the proposed rezone and concept plan, and choose from the options in Section "I" of this report. Options include A) approval as proposed, B) approval subject to a condition requiring execution of a development agreement, C) continuance, D) denial with the option to approve lot size reductions under the current (R-3) zone, or E) denial.

B. **Background:** This project will require much of the infrastructure that will aid in the development of the R-3 zoned property to the west of this site (Saratoga Heights). The developer will be installing a collector road that leads to the west and will also be installing a master planned storm drain line that will service property to the west and master planned culinary and secondary water lines that will service property to the south and east. They are requesting the R-4 zone in order to allow for flexibility with lot sizes and lot widths, not for increased density. The overall density will not exceed 3 units per acre; the concept plan indicates 2.43 units per acre.

Sarah Carroll, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
scarroll@saratogaspringscity.com • 801-766-9793 x106 • 801-766-9794 fax

C. **Specific Request:** The 80 acre property is currently zoned R-3 (single family residential; minimum 10,000 square foot lot with a minimum lot frontage of 80 feet). The applicant is requesting to rezone the property from the R-3 zone to the R-4 zone. The R-4 zone allows a minimum lot size of 9,000 square feet and a minimum lot width of 70 feet. The Concept Plan shows the preservation of approximately 13.35 acres or 15.04% of land designated as open space. The western-most open space may provide a location for a City pond and tank in the future. The proposed plan indicates that 47.22% of the lots are in the 9,000-9,999 square foot range and the rest of the lots are 10,000 square feet or larger.

The Concept Plan shows three detention ponds that are defined as sensitive lands. Sensitive lands may not count towards more than 50% of the required open space and may not count towards the overall density. The plans appear to comply with these requirements. The specific size of the detention ponds will be required with the Preliminary Plat application to verify these requirements are being met.

D. **Process:** Per section 19.17.03 of the City Code, all rezoning applications shall be reviewed by the City Council after receiving a formal recommendation by the Planning Commission. An application for a rezone request shall follow the approved City format. Rezones are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for rezone approval involves a formal review of the request by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the rezone in a public hearing and formally approves or denies the rezone request.

E. **Community Review:** Per 19.13.04 of the City Code, this item has been noticed in *The Daily Herald*, and each residential property within 300 feet of the subject property was sent a letter at least ten calendar days prior to this meeting.

At the Planning Commission public hearing many members of the public attended and expressed concern over this request. The biggest concern was the lots that are 9,000-9,999 square feet. Some residents requested that the largest lots be placed adjacent to the agriculture property to the south of this site. The adjacent agricultural property owners asked whether or not the future buyers would be informed that they are buying right next to agricultural properties with farm animals that create odor.

F. **Planning Commission Review:** The Planning Commission reviewed this request on February 13, 2014. However the project location that was included in the newspaper notice and the mailers was incorrect; therefore, the Planning Commission tabled this item and reviewed it again on February 27, 2014 after new notices were published and mailed with the correct project address.

After public input the Commissioners discussed the rezone request and a motion was made to recommend approval. However, the motion failed due to a tie vote, with three in favor and three against. The Commission bylaws state that when this occurs the application is forwarded to the City Council without a favorable recommendation. Commissioners North, Henline and Steele voted in favor of the rezone and Commissioners Cochran, Wilkins, and Williamson voted against the rezone. During their discussions the Commissioners recommended that a note be placed on the plat(s) when they are recorded in an effort to inform buyers of the adjacent agricultural rights, uses, and odors.

G. **General Plan:** The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This*

H. Rezoning:

The City Council is given wide latitude to make legislative land use decisions. A rezone is a legislative land use decision and great deference is given to the Council when exercising its legislative discretion to grant or deny a rezone. A rezone decision will be presumed to be valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision promotes the purposes of the Land Use, Development, and Management Act. *Utah Code § 10-9a-801*.

This standard of review recognizes the presumption that a legislative body's zoning decision could promote the general welfare even if it is reasonably debatable that it actually will promote the general welfare.

Thus, the Council has significant discretion whether to grant the rezone request. Courts will not interfere with the Council's decision if it is reasonably debatable that the decision promotes the general welfare.

I. Code Criteria: The following criteria are pertinent requirements that the Planning Commission and City Council shall consider when reviewing a rezone request (Sections 19.17.03 & .04).

<u>Concept Plan Review:</u>

The following criteria are pertinent requirements that the Planning Commission and City Council shall consider when reviewing a Concept Plan located in an R-4 zoning district (Section 19.04.15).

Permitted or Conditional Uses: complies. Section 19.04.15(2 & 3) lists all of the permitted and conditional uses allowed in the R-4 zone. The Concept Plan appears to provide residential building lots that will support single family homes, which are permitted uses in the R-4 zone. Specific details regarding lot size and public infrastructure will be reviewed in detail once a Preliminary Plat has been submitted.

Minimum Lot Sizes: can comply. 19.04.14(4) states that the minimum lot size in the R-4 zone is 9,000 square feet. The smallest lot shown on the Concept Plan is 9,000 square feet. However, corner lots are required to be 10% larger than the minimum lot size. Several of the corner lots will need to be larger.

Lot Size Reductions Under Current (R-3) Zone: The property is currently zoned R-3 and under this zone the applicant has the option to request lot size reductions. However, they may not request lot width reductions. The R-3 zone requires lots to be 80 feet wide at the front setback and several of the lots on the Concept Plan do not meet this requirement. If the rezone request is not approved, the Council may consider lot reductions to 9,000 square feet under the current (R-3) zone. Section 19.04.13(4) states:

a. The minimum lot size for any use in this zone is 10,000 square feet.
b. Residential lots may be proposed that are less than 10,000 square feet as indicated in this Subsection.
    i. The City Council may approve a reduction in the lot size if it finds that such a reduction serves a public or neighborhood purpose such as:

1. a significant increase in the amount or number of parks and recreation facilities proposed by the developer of property in this zone;
2. the creation of significant amenities that may be enjoyed by all residents of the neighborhood;
3. the preservation of sensitive lands (these areas may or may not be eligible to be counted towards the open space requirements in this zone – see the definition of "open space" in § 19.02.02); or
4. any other public or neighborhood purpose that the City Council deems appropriate.

ii. In no case shall the overall density in any approved project be increased as a result of an approved decrease in lot size pursuant to these regulations.

iii. In making its determination, the City Council shall have sole discretion to make judgments, interpretations, and expressions of opinion with respect to the implementation of the above criteria. In no case shall reductions in lot sizes be considered a development right or a guarantee of approval.

iv. In no case shall the City Council approve a residential lot size reduction greater than ten percent notwithstanding the amenities that are proposed.

Finding: The applicant is requesting that 47.22% of the lots be 9,000 to 9,999 square feet in size. The proposed concept plan also includes lots that are between 70-80 feet wide and these will have to be increased in width if the property is not rezoned. The Council may approve the lot size reduction request based on the following public benefits that are anticipated with this development: The canal will be buried and a trail will be installed, the developer will construct a 77 foot wide right of way running east/west through the property, two of the open spaces are large parks that have a wide public frontage which is an enhancement to park space, the western-most open space may provide a location for a Zone 1 irrigation pond and tank in the future, the developer will be installing master planned storm drain lines and culinary and secondary water lines.

Setbacks and Yard Requirements: complies. Section 19.04.22(5) outlines the setbacks required by the R-4 zone. These requirements are:

Front: Twenty-five feet.

Sides: 8/16 feet (minimum/combined)

Rear: Twenty feet

Corner: Front 25 feet; Side abutting street 20 feet

More detailed review of these requirements will be conducted at the time of Preliminary Plat application.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 20 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

The Concept Plan currently shows a collector road running east/west through the project, connection via a stub street to the Sunrise Meadows project, two stub streets to the south and one stub street to the west. Staff recommends that an additional street be stubbed to the west.

Rezone Review: Findings both in favor of and against the rezone request are outlined below.

Findings in favor of the rezone:
Section 19.17.04 outlines criteria to consider when deciding whether or not to grant a zoning map amendment.

> **The proposed change will conform to the Land Use Element and other provisions of the General Plan: complies.** The property is designated as Low Density Residential on the Future Land Use map. This designation supports residential density of 1 to 4 dwelling units per acre. Zoning districts that facilitate this type of density include the R-1, R-2, R-3, R-4, and R-5 zones. The proposed rezoning of this property from R-3 to R-4 is in compliance with the General Plan.
>
> **The proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public: complies.** Section 19.17.02 states that rezone application shall be accompanied by an application for Concept Plan review. The purpose of the Concept Plan is to provide general assurance that the proposed rezoning of the property can be developed in a way that is consistent with the zoning district being petitioned.
>
> The applicant has submitted a Concept Plan that shows a 216 lot single family residential subdivision on 80 acres. The Concept Plan shows the potential for two road connections to the south, one road connection to the north and one road connection to the west. Staff recommends that the cul-de-sac in the northwest corner of the project also be stubbed to the west to provide additional connection. If the rezone request is approved, the applicant will submit a formal Preliminary Subdivision Plat. City staff will review the plat in greater detail to ensure that the future plat will have sufficient connection to public utilities and service (including but not limited to emergency services).
>
> **The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City: complies.** The proposed rezone from R-3 to R-4 facilitates low density residential development. The General Plan has designated this area for the development of low density residential development.
>
> **In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change: complies.** Rezoning the property to the R-4 zone will allow the property to be developed as a low density residential subdivision and will aid in the facilitation of development to the west of this site.

Possible Findings against the rezone:

1. The rezone request will affect the health, safety, convenience, morals or general welfare of the public by allowing lots that are smaller than the neighboring lots.
2. Even though the Developer is only proposing 2.43 units per acre, the R-4 zone allows up to 4 units per acre. Once the rezone occurs, it creates the possibility that incompatible density with adjacent uses will be allowed. Adjacent uses are in the R-3 zone are no greater than 3 units per acre. Thus, rezoning this property will allow increased density that is incompatible with adjacent uses.
3. The City has a limited amount of capacity in its sewer, culinary water, and secondary water systems. Also, the City has limited resources as far as roads, police protection, and fire protection is concerned. Allowing additional density in this area will create an

increased impact on these systems and will use additional capacity. It is in the public's best interest to deny the rezone so that additional impact to these systems and services is not created.

J. Recommendation and Alternatives:

CONCEPT PLAN
Staff recommends that the City Council review the Concept Plan and provide the applicant with direction in preparation for a Preliminary Plat application. Staff recommendations are below.

Concept Plan Recommendations:

1. That all requirements of the City Engineer are met, including those listed in the attached report.
2. That the corner lots be increased to 9,900 square feet.
3. That the cul-de-sac in the northwest corner be stubbed to the west to provide additional future connection points.
4. That the applicant provides additional details related to the size of the detention ponds with the preliminary plat application to verify the open space requirements.
5. Any other conditions as articulated by the City Council:
   _____

REZONE REQUEST
After evaluating the required standards for rezoning property, staff recommends that the City Council conduct a public hearing and select from the options below. The options below include A) approval as proposed, B) approval subject to a condition requiring execution of a development agreement, C) continuance, D) denial with the option to approve lot size reductions under the current (R-3) zone, or E) denial without further options.

A) Possible Motion for approval:
"I move that the City Council approve the rezoning of approximately 80 acres of property generally located at 550 North 800 West, with the findings and recommendations below:

Findings:

1. The findings in favor of the rezone, as stated in Section I of this report, are incorporated herein by this reference.

B) Possible Condition Requiring a Development Agreement:
"I move that the City Council approve the rezoning of approximately 80 acres of property generally located at 550 North 800 West, with the findings listed above, subject to the following condition:

1. That the rezone shall not be recorded and shall not take affect until a development agreement is approved and executed alongside the approval of the preliminary plat.
2. The development agreement will require that the concept plan be developed as proposed with only minor changes as necessary to meet the preliminary plat requirements."

C) Possible Motion to Continue:
"I move that the City Council **continue** the rezone to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

_____
_____
_____
_____

D) Possible Motion for Denial, with Approval of Lot Size Reductions in Current Zone:
"Based upon the evidence and explanations received today and the following findings, I move that the City Council deny the request to rezone approximately 80 acres of property generally located at 550 North 800 West from the R-3 to R-4 zone and to allow lot size reductions under the current R-3 zone for 47.22% of the lots."

List findings for denial:

1. The findings against the rezone, as stated in Section I of this report, are incorporated herein by this reference.

Finding for approval of lot size reductions:

1. The City Council approves a reduction in the lot sizes because the reduction serves the developer will be installing: The canal will be buried and a trail will be installed, the developer will construct a 77 foot wide right of way running east/west through the property, two of the open spaces are large parks that have a wide public frontage which is an enhancement to park space, the western-most open space may provide a location for a Zone 1 irrigation pond and tank in the future, the developer will be installing master planned storm drain lines and culinary and secondary water lines.

2. The installation of these improvements is deemed by the City Council to be an appropriate public or neighborhood purpose to warrant such reduction.

E) Possible Motion for Denial:
"Based upon the evidence and explanations received today and the following findings, I move that the City Council deny the request to rezone approximately 80 acres of property generally located at 550 North 800 West from the R-3 to R-4 zone."

1. The findings against the rezone, as stated in Section I of this report, are incorporated herein by this reference.
2. Any other findings, as articulated by the City Council:

_____

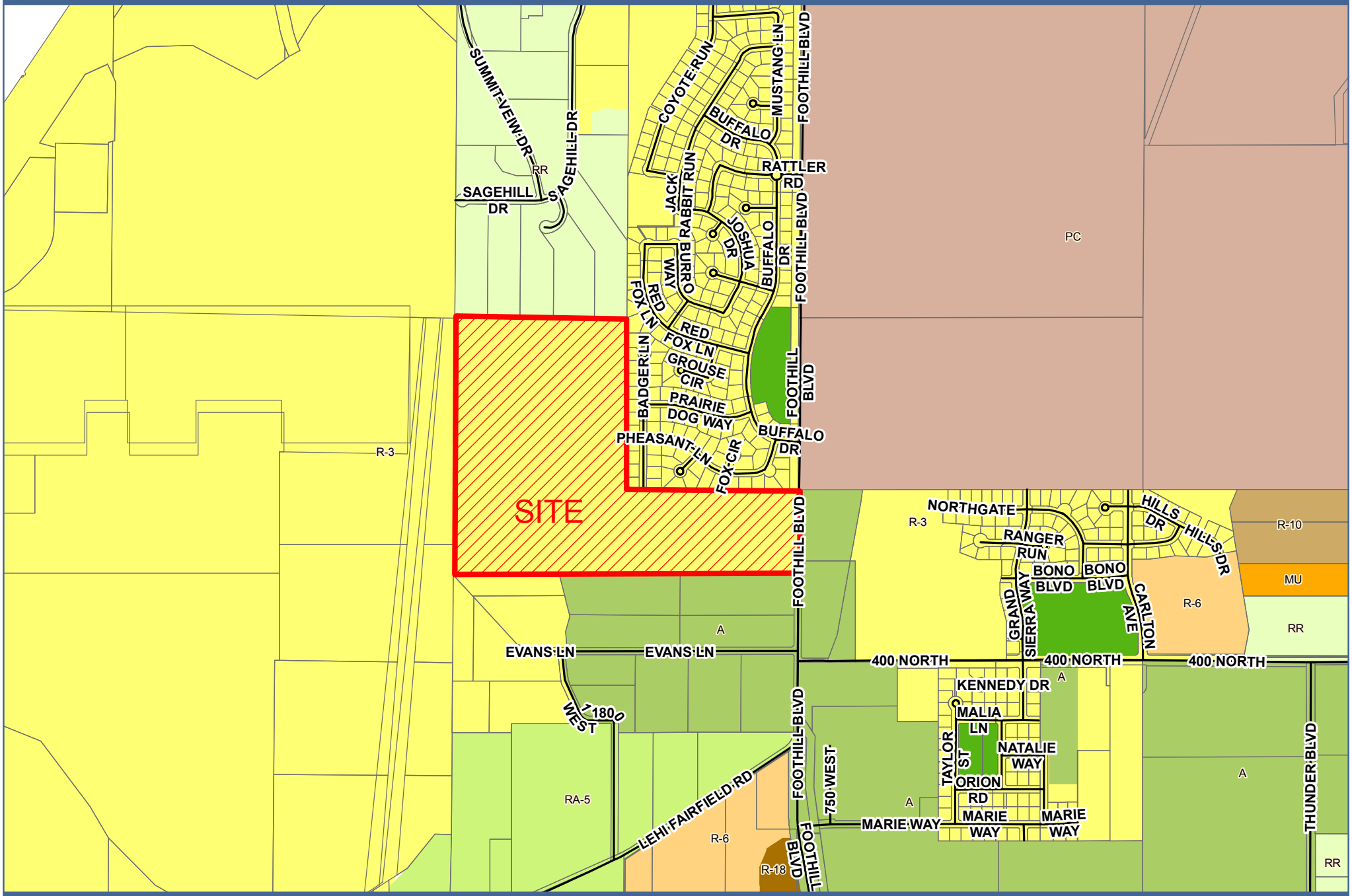
_____

_____

K. Exhibits:

1. Engineering Staff Report
2. Zoning / Location map
3. Draft Planning Commission Minutes, 2-13-14
4. Draft Planning Commission Minutes, 2-27-14
5. Concept Plan

Location Map



Talus Ridge

0 435 870 1,740 Feet

TALUS RIDGE

SARATOGA SPRINGS, UTAH

EDGEhomes

CONCEPTUAL BOUNDARY DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT POINT LOCATED N21°01'51"W 726.33 FEET FROM THE WEST 1/4 CORNER OF SECTION 22, T5S, R1E, SLB&M; THENCE N4°45'00"E 2055.82 FEET; THENCE S85°12'00"E 108.84 FEET; THENCE S0°22'16"W 61.95 FEET; THENCE N89°54'30"E 1324.57 FEET; THENCE S0°19'09"W 1327.08 FEET; THENCE N89°53'54"E 1327.34 FEET; THENCE S0°12'24"W 649.69 FEET; THENCE S89°53'47"W 2922.25 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±88.78 ACRES

NOTES:
1. ALL INTERIOR RESIDENTIAL ROADWAYS SHOWN AT 56' RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
2. ALL LOTS BORDERING ALONG THE COLLECTOR STREET TO FRONT INTERIOR RESIDENTIAL 56' RIGHT-OF WAY.

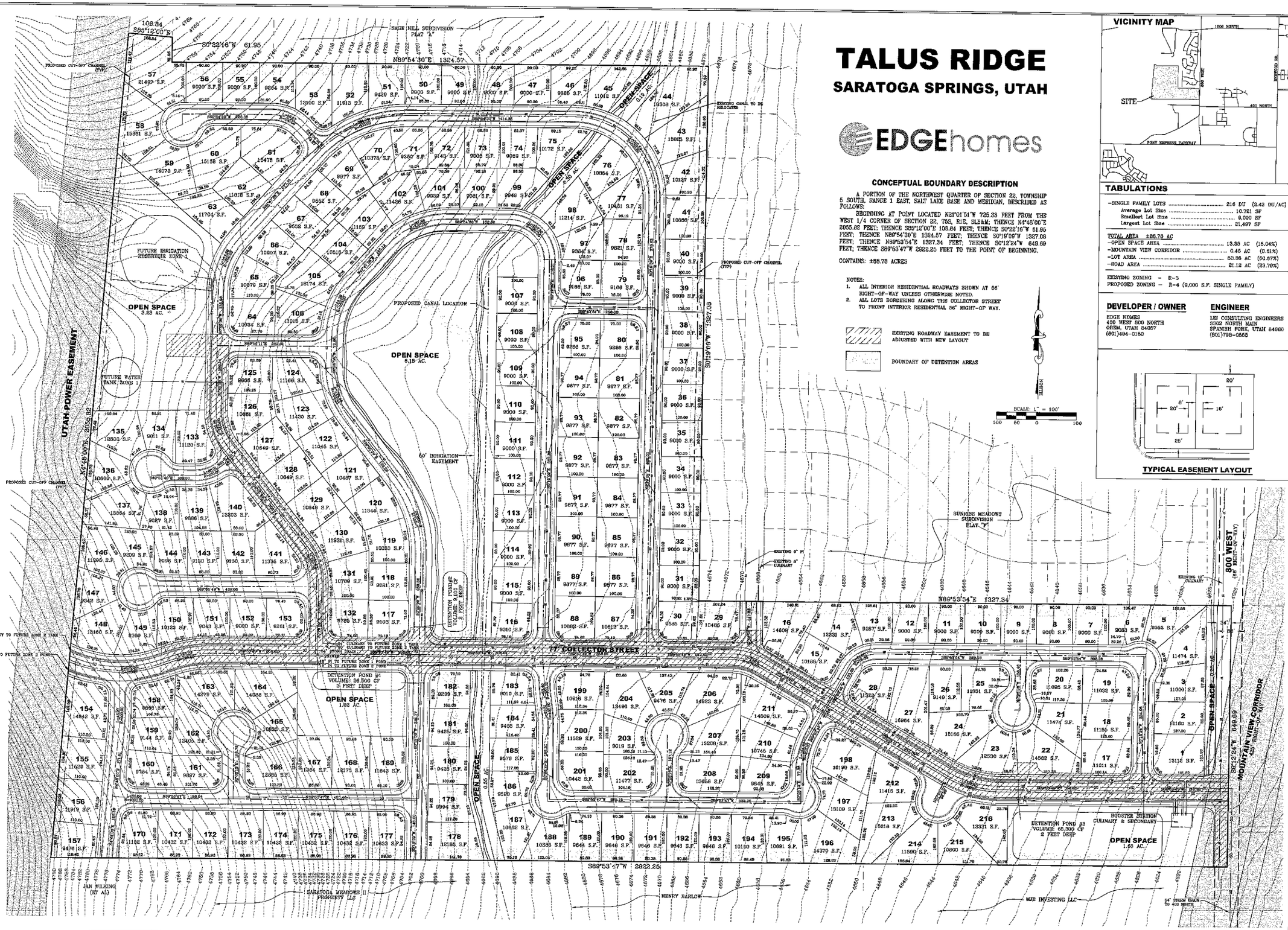
EXISTING ROADWAY EASEMENT TO BE ADJUSTED WITH NEW LAYOUT

BOUNDARY OF DETENTION AREAS

NORTH

SCALE: 1" = 100'

100 50 0 100



VICINITY MAP

TABULATIONS

-SINGLE FAMILY LOTS	216 DU	(2.43 DU/AC)
Average Lot Size	10,721 SF	
Smallest Lot Size	9,000 SF	
Largest Lot Size	21,497 SF	
TOTAL AREA ±88.78 AC		
-OPEN SPACE AREA	13.35 AC	(15.04%)
-MOUNTAIN VIEW CORRIDOR	0.45 AC	(0.51%)
-LOT AREA	53.86 AC	(60.67%)
-ROAD AREA	21.12 AC	(23.78%)

EXISTING ZONING - R-3
PROPOSED ZONING - R-4 (9,000 S.F. SINGLE FAMILY)

DEVELOPER / OWNER

EDGE HOMES
450 WEST 500 NORTH
OREM, UTAH 84057
(801)494-0150

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
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TYPICAL EASEMENT LAYOUT

LEI
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SURVEYORS
PLANNERS
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office@lei-eng.com
www.lei-eng.com

TALUS RIDGE
SARATOGA SPRING, UTAH

CONCEPT PLAN

REVISIONS
1
2
3
4
5
6

LEI PROJECT #: 2013-1795
DRAWN BY: BLS/BAP
CHECKED BY: GDM
SCALE: 1" = 100'
DATE: 1/14/2014
SHEET 1

RECEIVED JAN 14 2014

ORDINANCE NO. 14-4 (3-25-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS CITY'S OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY; INSTRUCTION THE CITY STAFF TO AMEND THE CITY ZONING MAP AND OTHER OFFICIAL ZONNG RECORDS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE. (Talus Ridge)

WHEREAS, the Saratoga Springs Planning Commission and City Council have reviewed the application for the rezoning of real property within the City limits; and

WHEREAS, the Saratoga Springs Planning Commission and City Council have conducted the required public hearings on the proposed rezoning.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The amendments to the City's Zoning Map attached hereto as Exhibit A and incorporated herein by this reference are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Saratoga Springs City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Saratoga Springs Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710—711, to do as follows:

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
   i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
   ii. post a complete copy of this ordinance in three public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 25th day of March, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Jim Miller	_____
Bud Poduska	_____

CITY OF SARATOGA SPRINGS

City Council
Staff Report

Rezone and Concept Plan
Heron Hills
March 25, 2014
Public Hearing

Report Date:	March 18, 2014
Applicant:	Steve Larson
Owner:	Old Towne Square LC
Location:	Approximately 3250 South Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	16:002:0023, 16:002:0021, 16:002:0025, 16:002:0020; Approximately 53.16 acres within these parcels
Land Use Map Designation:	Low Density Residential
Parcel Zoning:	R-3, Low Density Residential
Requested Zoning:	R-4, Low Density Residential
Adjacent Zoning:	R-3, and R-3 PUD
Current Use of Parcel:	Undeveloped
Adjacent Uses:	RV park and undeveloped land
Previous Meetings:	Concept Plan Review with Planning Commission, 4-25-13 Concept Review with City Council, 5-7-13 and 8-6-13 Rezone Public Hearing and Concept review with Planning Commission, 2-27-14
Previous Approvals:	N/A
Land Use Authority:	City Council
Future Routing:	Preliminary and Final Plat applications will be required
Author:	Sarah Carroll, Senior Planner

A. Executive Summary: This is a request to rezone 53.16 acres from R-3 to R-4 and to review the concept plan for the proposed development. The concept plan indicates 129 single family lots, with a minimum lot size of 9,000 square feet per lot.

Recommendation:
Staff recommends that the City Council conduct a public hearing, take public comment and discuss the proposed rezone and concept plan, and choose from the options in Section "I" of this report. Options include a motion for approval as proposed, a motion for approval contingent on preliminary plat approval, a motion for approval contingent upon a development agreement, or a motion for denial. Please note that the hearing and recommendation is only for the rezone request.

Sarah Carroll, Senior Planner
1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84045
scarroll@saratogaspringscity.com • 801-766-9793 x106 • 801-766-9794 fax

Background: The Concept Plan for this project was reviewed by the Planning Commission on April 25, 2013 and by the City Council on May 7, 2013 and again by the City Council on August 6, 2013. At that time the project was being reviewed under the requirements of the R-3 zone and the applicant was anticipating a request for lot size reductions in exchange for providing a lake-front public park.

More than midway through the Concept Review process the City Council adopted changes to the R-3 zone and the lot width requirement was increased from 70 feet to 80 feet. This change occurred on July 16, 2013. The proposed concept plan is very similar to the concept plan that was presented to the City Council on August 6, 2013. However, the proposed plan does not meet the lot width requirement of 80 feet which has led to the request for R-4 zoning.

The difference between the concept plan that was presented to the City Council on May 7, 2013 and the one that was presented on August 6, 2013 is that the park space near the lake was increased to allow for the creation of a public lakefront park.

In exchange for creating larger lots near the lake, and giving up lakefront lots for the creation of a public lakefront park, the developer intended to request lot size reductions to allow for 9,000 square foot lots, per the process outlined in the R-3 zone. This idea was proposed during the Concept Plan review process and received support during the City Council review on August 6, 2013. The R-3 Zone allows a reduction to be considered if the City Council finds that the reduction serves a public purpose such as: “the preservation of sensitive lands, or any other public or neighborhood purpose that the City Council deems appropriate”.

The R-4 zone was also created in July 2013 and allows 9,000 square foot lots which may be 70 feet wide. The proposed plans comply with the R-4 zone requirements. After discussing these changes with the applicant they would like to proceed with a request to rezone the property to R-4. If necessary, the applicant is willing to enter into a development agreement that requires them to develop the attached plan in order to secure the R-4 zoning.

B. **Specific Request:** The 53.16 acre property is currently zoned R-3 (single family residential; minimum 10,000 square foot lot). The applicant is requesting to rezone the property from the R-3 zone to the R-4 zone. The R-4 zone allows a minimum lot size of 9,000 square feet and a minimum lot width of 70 feet. The Concept Plan shows the preservation of 7.96 acres of open space, or 16.25% of the 48.97 (53.16 minus 4.19 acres for UDOT right of way) acres of developable land.

The Concept Plan shows one detention pond and wetlands that fall under the definition of sensitive lands. Sensitive lands may not count towards more than 50% of the required open space and may not count towards the overall density. The sensitive lands make up 44% of the open space. The net project area, excluding the UDOT right of way and sensitive lands, is 45.46 acres and 129 lots are proposed at an overall density of 2.84 units per acre.

At the Planning Commission meeting, the Commissioners were presented two options for the layout and location of the proposed detention basin. The Commissioners supported Option 2, with the detention basin located in the HOA property rather than in the City park. After the Planning Commission meeting, the applicant expressed to staff that Option 1 would be the best since it will allow them to exchange wetland property to address the requirements of the 404 permit. They are proposing to install native wetland grasses in the detention basin in exchange for removing them from the beach area.

C. **Process:** Per section 19.17.03 of the City Code, all rezoning applications shall be reviewed by the City Council after receiving a formal recommendation by the Planning Commission. An application for a rezone request shall follow the approved City format. Rezones are subject to the provisions of Chapter 19.13, Development Review Processes.

The development review process for rezone approval involves a formal review of the request by the Planning Commission in a public hearing, with a formal recommendation forwarded to the City Council. The City Council reviews the rezone in a public hearing and formally approves or denies the rezone request.

D. **Community Review:** Per 19.13.04 of the City Code, this item has been noticed in *The Daily Herald*, and each residential property within 300 feet of the subject property was sent a letter at least ten calendar days prior to this meeting. As of the completion of this report, the City has not received any public comment regarding this application.

A public hearing was held with the Planning Commission on February 27, 2013. Five residents voiced concerns with this request. The concerns expressed are outlined below:

- Concern regarding whether or not the secondary water pressure would be adequate
- Concern regarding the smaller lot sizes and the impacts on land value for neighboring lots.
- Concern regarding the southern access location and the visibility of this location as traffic moves along Redwood Road.
- Concern that the southern access location would encourage the Hawks Landing and Hawks Ranch residents to use this access point rather than Wildlife Boulevard.
- Concern about increased traffic and decreased safety
- Concern about the proximity of the driveways of several of the lots to Redwood Road.

E. **Planning Commission Review:** The Planning Commission reviewed the concept plan and request for rezone on February 27, 2013 and recommended approval to the City Council of the rezone request subject to the execution of a development agreement upon approval of the preliminary plat. In regard to the Concept Plan, the Commissioners recommended that the flag lot that is out of compliance be modified, that the City and developer work together to master plan the park, that the detention basin be located within the HOA ownership and that City staff revisit the safety concerns expressed by the residents regarding access locations.

In response to the safety concerns, UDOT is the authority for approving access onto Redwood Road and they require 500 feet between intersections along with the construction of acceleration and deceleration lanes. The residents are concerned about the amount of traffic that this segment of Swainson Boulevard might create. The southern access on the west side of Redwood Road is beneficial as it provides a secondary access for developed areas west of this site (Hawks Ranch and Hawks Landing). However, without it, future connections will be provided when Swainson Boulevard is extended to the north and when Wildlife Boulevard and Village Parkway are complete.

F. **General Plan:** The site is designated as Low Density Residential on the adopted Future Land Use Map. The General Plan states that areas designated as Low Density Residential are *"designed to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces."* The proposed Concept Plan associated with the proposed rezone shows that the property can be developed in a way that is in compliance with the General Plan.

G. **Rezoning:**

The City Council is given wide latitude to make legislative land use decisions. A rezone is a legislative land use decision and great deference is given to the Council when exercising its legislative discretion to grant or deny a rezone. A rezone decision will be presumed to be valid unless it is found to be arbitrary, capricious, or otherwise illegal. A land use decision will not be found to be arbitrary or capricious provided that it is "reasonably debatable" the decision

promotes the purposes of the Land Use, Development, and Management Act. *Utah Code § 10-9a-801*.

This standard of review recognizes the presumption that a legislative body's zoning decision could promote the general welfare even if it is reasonably debatable that it actually will promote the general welfare.

Thus, the Council has significant discretion whether to grant the rezone request. Courts will not interfere with the Council's decision if it is reasonably debatable that the decision promotes the general welfare.

H. **Code Criteria:** The following criteria are pertinent requirements that the Planning Commission and City Council shall consider when reviewing a concept plan and rezone request (Sections 19.04.14, 19.17.03 & .04).

Concept Plan Review:
The following criteria are pertinent requirements that the Planning Commission and City Council shall consider when reviewing a Concept Plan located in an R-4 zoning district (Section 19.04.15).

Permitted or Conditional Uses: complies. Section 19.04.15(2 & 3) lists all of the permitted and conditional uses allowed in the R-4 zone. The Concept Plan indicates residential building lots that will support single family homes, which are permitted uses in the R-4 zone. Specific details regarding lot size and public infrastructure will be reviewed in detail once a Preliminary Plat has been submitted.

Minimum Lot Sizes: complies. 19.04.14(4) states that the minimum lot size in the R-4 zone is 9,000 square feet. The smallest lot shown on the Concept Plan is 9,000 square feet. Corner lots are required to be 10% larger than the minimum lot size and shall be a minimum of 9,900 square feet.

Setbacks and Yard Requirements: can comply. Section 19.04.22(5) outlines the setbacks required by the R-4 zone. These requirements are:

Front: Twenty-five feet.

Sides: 8/16 feet (minimum/combined)

Rear: Twenty feet

Corner: Front 25 feet; Side abutting street 20 feet

The preliminary plat does not include a lot setback detail. The final plat shall include a lot setback detail which indicates the setback requirements for this subdivision.

Flag Lot, staff width: does not comply. The definition for flag lot states: "Flag lot" means an L-shaped lot comprised of a staff portion contiguous with the flag portion thereof, the minimum width of the staff being thirty feet and the maximum length determined by the City of Saratoga Springs. The staff for lot 115 is 28.43 feet wide and needs to be increased. One of the conditions of approval is that this be increased to 30 feet wide.

Parking, vehicle and pedestrian circulation: complies. Section 19.09.11 requires single-family homes to have a minimum 2 parking stalls within an enclosed garage. Driveways leading to the required garages must be a minimum 20 feet in length. Even though this requirement will be reviewed by the building department with each individual building permit application, staff believes that the proposed lots are of sufficient size to support this requirement.

The Concept Plan currently shows cross-connection to the west, north and south and two access points onto Redwood Road. These connections will provide sufficient access to the development.

Rezone Review

Findings for and against the rezone request are outlined below.

Findings in favor of the rezone:
Section 19.17.04 outlines criteria to consider when deciding whether or not to grant a zoning map amendment.

> **The proposed change will conform to the Land Use Element and other provisions of the General Plan: complies.** The property is designated as Low Density Residential on the Future Land Use map. This designation supports residential density of 1 to 4 dwelling units per acre. Zoning districts that facilitate this type of density include the R-1, R-2, R-3, R-4, and R-5 zones. The proposed rezoning of this property from R-3 to R-4 is in compliance with the General Plan.
>
> **The proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public: complies.** Section 19.17.02 states that rezone application shall be accompanied by an application for Concept Plan review. The purpose of the Concept Plan is to provide general assurance that the proposed rezoning of the property can be developed in a way that is consistent with the zoning district being petitioned. The proposed concept plan includes a lakefront park that is intended to be dedicated to the City and also proposes an overall density of 2.84 units which complies with the general plan.
>
> The applicant has submitted a Concept Plan that shows a 129 lot single family residential subdivision on 53.16 acres. The Concept Plan shows the potential for cross-connection to the north, south, and west, with two access points onto Redwood Road. If the rezone request is approved, the applicant would like to proceed with the Preliminary Plat that is being reviewed on the same agenda as this request.
>
> **The proposed change will more fully carry out the general purposes and intent of this Title and any other ordinance of the City: complies.** The proposed rezone from R-3 to R-4 facilitates low density residential development. The General Plan has designated this area for the development of low density residential development.
>
> **In balancing the interest of the petitioner with the interest of the public, community interests will be better served by making the proposed change: complies.** Rezoning the property to the R-4 zone will allow the property to be developed as a low density residential subdivision and will result in the dedication of a public lakefront park.

Possible Findings against the rezone:

1. The rezone request will affect the health, safety, convenience, morals or general welfare of the public by allowing lots that are smaller than the neighboring lots.
2. Even though the Developer is only proposing 2.84 units per acre, the R-4 zone allows up to 4 units per acre. Once the rezone occurs, it creates the possibility that incompatible density with adjacent uses will be allowed. Adjacent uses are in the R-3 zone are no greater than 3 units per acre. Thus, rezoning this property will allow increased density that is incompatible with adjacent uses.

3. The City has a limited amount of capacity in its sewer, culinary water, and secondary water systems. Also, the City has limited resources as far as roads, police protection, and fire protection is concerned. Allowing additional density in this area will create an increased impact on these systems and will use additional capacity. It is in the public's best interest to deny the rezone so that additional impact to these systems and services is not created.

I. Recommendation and Alternatives:

Staff recommends that the City Council review the Concept Plan and provide the applicant with direction in preparation for a Preliminary Plat application.

After evaluating the required standards for rezoning property, staff also recommends that the City Council conduct a public hearing on the rezone request and select from the options below:

Possible Motion for approval:
"I move that the City Council approve the rezoning, from R-3 to R-4, of approximately 53.16 acres of property generally located at 3250 South Redwood Road and more specifically identified in Exhibit 2, with the findings and conditions stated below:

Findings:

1. The findings in favor are the rezone, as stated in Section H of this report, are incorporated herein by this reference.

Conditions:

1. That the rezone shall not be recorded or effective until a development agreement is executed at the time of Preliminary Plat approval.

Concept Plan Recommendations:

1. That all requirements of the City Engineer are met, including those listed in the attached report.
2. That all the requirements of the Fire Chief be met.
3. That the staff for flag lot 115 be increased from 28.43 to 30 feet wide.
4. That the applicant and the City master plan the park together.
5. That the detention basin be located in the HOA ownership area.
6. That the driveways for the lots that are closest to the Redwood Road access/intersections be located as far as possible from Redwood Road.
7. Any other conditions as articulated by the City Council:
   _____

Possible Motion to Continue:
"I move that the City Council **continue** the application to another meeting, with direction to the applicant and Staff on information and/or changes needed to render a decision, as follows:

_____

_____

_____

Possible Motion for Denial:
"I move that the City Council deny rezoning, from R-3 to R-4, of approximately 53.16 acres of property generally located at 3250 South Redwood Road and more specifically identified in Exhibit 2, with the findings and conditions stated below:

1. The findings against the rezone, as stated in Section H of this report, are incorporated herein by this reference.
2. Any other reasons as articulated by the City Council:

J. Exhibits:

1. Engineering Staff Report
2. Zoning / Location map
3. Draft Planning Commission Minutes, 2-13-14 and 2-27-14
4. Concept Plan
5. Detention Basin Option 1 (in City park)
6. Detention Basin Option 2 (in HOA open space)

City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Heron Hills
Date: February 27, 2014
Type of Item: Rezone and Concept Plan

CITY OF
SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted a concept plan and rezone application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Steve Larson*
Request:	*Rezone and Concept Plan*
Location:	*Approximately 3250 South Redwood Road*
Acreage:	*53.16 acres - 129 lots*

C. Recommendation: Staff recommends the applicant address and incorporate the following items for consideration into the development of their project and construction drawings.

D. Conditions:

1) The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.

2) Developer shall bury and/or relocate all overhead power lines that are within and adjacent to this plat.

3) Developer shall provide a geotechnical report and hydrologic/hydraulic storm drainage calculations.

4) All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.

5) Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

6) Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.

7) Developer shall provide plans for and complete all improvements within pedestrian corridors.

8) Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

9) All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.

10) Developer shall prepare and submit easements for all public facilities not located in the public right-of-way

11) Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.

12) Project shall comply with all ADA standards and requirements.

13) Developer shall provide a letter from the appropriate property owner indicating they will provide an easement for the temporary access road. Developer shall also provide a letter from the appropriate property owner indicating they will provide an easement for the temporary turnaround.

14) Developer shall improve all park strips not adjacent to lots as per City standards. Such parkstrip shall be dedicated to and maintained by the HOA.

15) Developer shall provide a detention pond design that minimizes the footprint and impacted area to the park property. The floor of the detention pond shall be a minimum of one foot above high ground water level.

16) Developer shall provide a wetland delineation to identify their exact location. Any work being performed within the boundaries of wetlands or may impact wetlands will require a ACOE 404 permit and must comply with all local, state, and federal laws for any location(s) in which.

17) Developer shall provide 12’ paved access road and access easement at any location where the sewer or storm drain manholes are located outside the ROW. Pipelines and easements shall not be located with lot boundaries.

18) Developer shall include detention basin and cleaning unit with first phase.

19) Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

20) Master planned culinary and secondary water facilities are planned on this property. Developer shall coordinate with the City's master plans to accommodate the required infrastructure.

21) Developer shall ensure that the sensitive lands portion of the proposed open space does not exceed the allowable amount of the total required open space.

22) Developer shall coordinate with El Nautica Corp for the relocation of their prescriptive access easement. They will need to vacate any recorded or prescriptive easements prior to the recording of lots encumbered by such easements. Developer shall verify the new access is navigable by the large trailers that use the El Nautica facility.

23) Developer shall extend Swainson Ave. to Redwood Road and align access on the East and West Sides of the road.

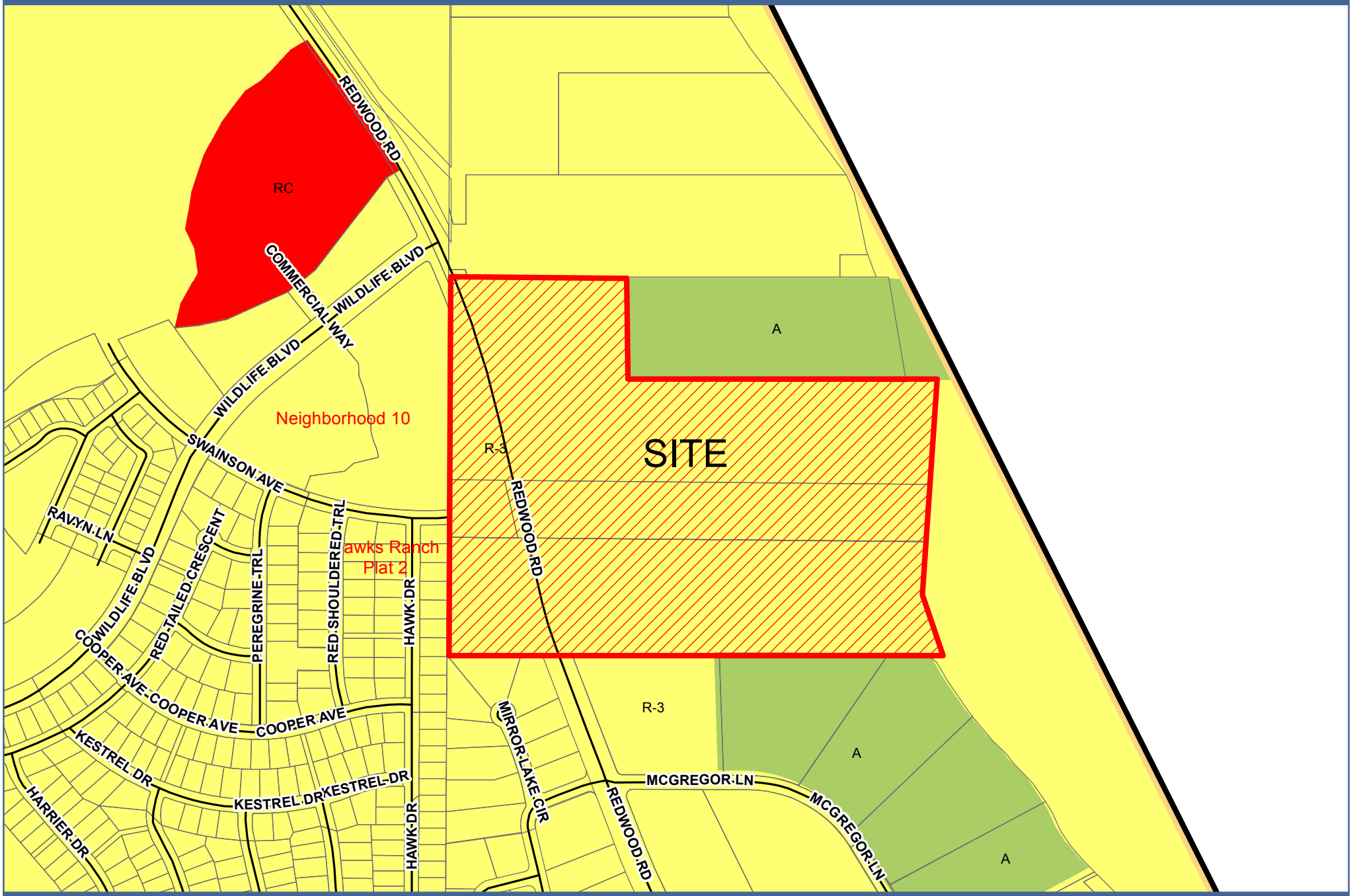
24) The meandering trail along the lakeshore shall be constructed at least 1' above the 100-year FEMA flood elevation, shall be 8' wide, and shall be concrete.

25) Lots shall not contain any sensitive lands; all sensitive lands must be placed in protected open space.

26) Developer shall obtain UDOT approval for all proposed points of access off of Redwood Road and complete the half-width improvements along Redwood Road as per the City's Transportation Master Plan.

27) The existing secondary water system may not be able support this project. An additional source may be required in the area to alleviate the extreme pressure swings that the current system would experience if this project is added. Although the culinary system may be able to support both the indoor and outdoor demand for this project, this would use up significant amounts of the remaining capacity in the system and is not recommended.

Location Map



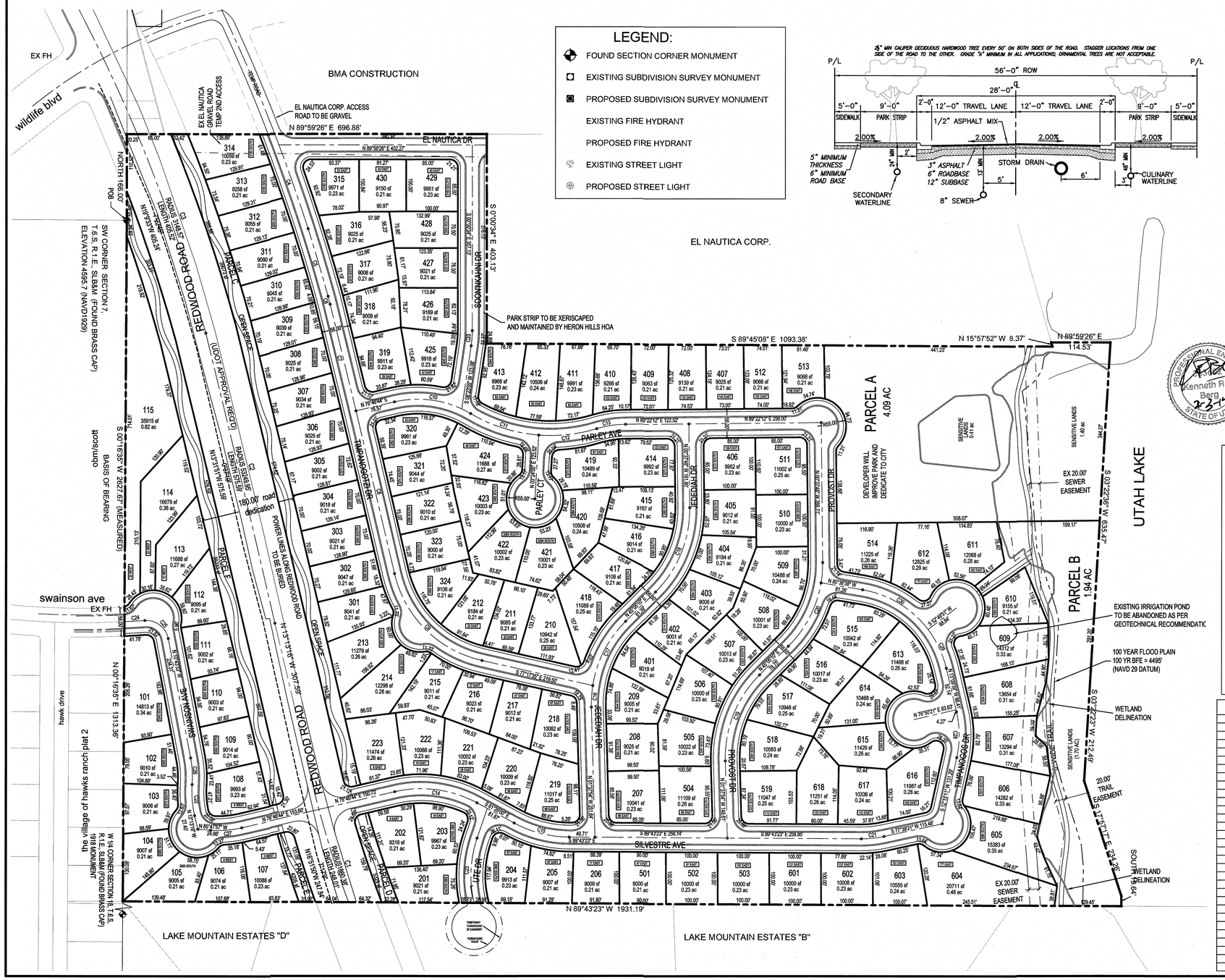
Heron Hills

0 225 450 900 Feet

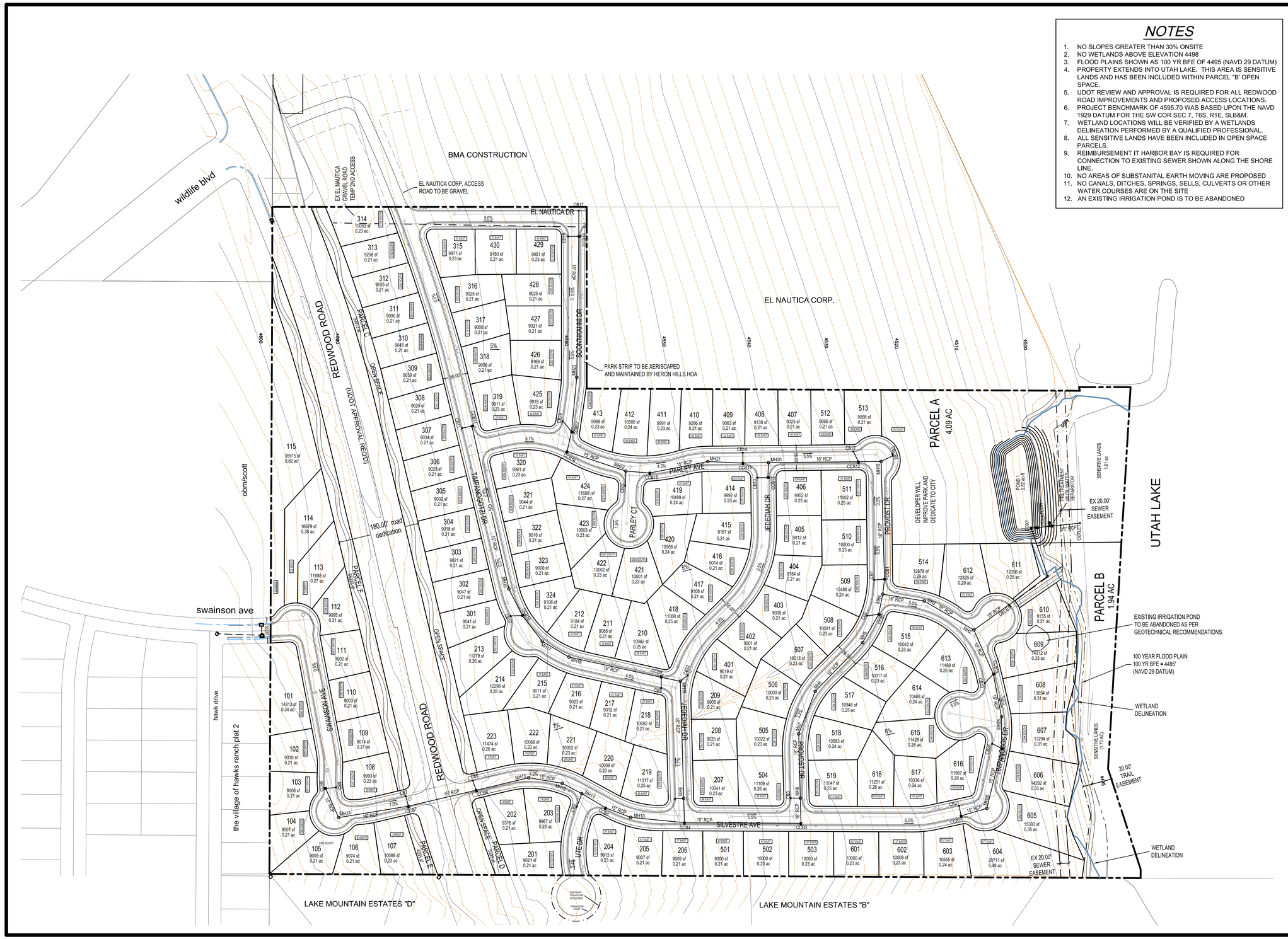
PLAYA ESCALANTE

SHEET INDEX

C1	COVER SHEET
C2	GRADING & DRAINAGE PLAN
C3	OVERALL SEWER PLAN
C4	OVERALL WATER PLAN
C5	PHASE MAP
PLAT	PRELIMINARY PLAT


BMA CONSTRUCTION
EL NAUTICA CORP. ACCESS ROAD TO BE GRAVEL
N 89°59'26" E 696.88'
EL NAUTICA DR
EX EL NAUTICA GRAVEL ROAD TEMP 2ND ACCESS
wildlife blvd
EX FH
NORTH 166.00'
POB
SW CORNER SECTION 7, T.6.S. R.1.E., SLB&M (FOUND BRASS CAP) ELEVATION 4595.7 (NAVD1929)
REDWOOD ROAD
UDOT APPROVAL REQ'D
PARCEL C
OPEN SPACE
EL NAUTICA CORP.
SOONNAHIN DR
S 01°03'24" E 409.13'
PARK STRIP TO BE XERISCAPED AND MAINTAINED BY HERON HILLS HOA
S 89°45'08" E 1093.38'
N 15°57'52" W 8.37'
N 89°59'26" E 114.53'
PARCEL A
4.09 AC
DEVELOPER WILL IMPROVE PARK AND DEDICATE TO CITY
SENSITIVE LANDS 0.41 ac
SENSITIVE LANDS 1.48 ac
EX 20.00' SEWER EASEMENT
UTAH LAKE
PARCEL B
1.94 AC
EXISTING IRRIGATION POND TO BE ABANDONED AS PER GEOTECHNICAL RECOMMENDATIC
100 YEAR FLOOD PLAIN 100 YR BFE = 4495' (NAVD 29 DATUM)
WETLAND DELINEATION
20.00' TRAIL EASEMENT
SENSITIVE LANDS (1.70 AC)
S 02°22'31" W 212.49'
S 32°32'36" W 653.47'
S 00°16'35" W 2627.67' (MEASURED)
BASIS OF BEARING
obm/scott
swainson ave
EX FH
hawk drive
the village of hawks ranch plat 2
W 1/4 CORNER SECTION 18 T.6S. R.1E. SLB&M (FOUND BRASS CAP) 1918 MONUMENT
N 00°16'35" E 1313.36'
180.00' road dedication
POWER LINES ALONG REDWOOD ROAD TO BE BURIED
N 13°13'16" W 207.59'
PARLEY AVE
PARLEY CT
TIMPANOGOS DR
FEDERAL DR
PROVOST DR
SILVESTRE AVE
UTE DR
SHOSHONE AVE
N 89°43'23" W 1931.19'
LAKE MOUNTAIN ESTATES "D"
LAKE MOUNTAIN ESTATES "B"
EX 20.00' SEWER EASEMENT
WETLAND DELINEATION
S 89°43'22" E 256.14'
S 89°43'22" E 256.36'
S 71°39'21" W 115.48'
S 89°43'22" E 256.14'
N 76°50'21" E 83.63'
4.27'
N 76°40'44" E 153.73'
N 89°45'47" W 24.66'
N 89°45'47" W 24.66'
N 76°40'44" E 153.73'
N 89°22'12" E 122.52'
N 89°22'12" E 256.00'
N 76°40'44" E
S 76°40'44" W
S 89°45'08" W 1093.38'
S 89°45'08" W 1093.38'
S 89°45'08" W 1093.38'

DETENTION, OPTION 1



NOTES

1. NO SLOPES GREATER THAN 30% ONSITE
2. NO WETLANDS ABOVE ELEVATION 4498
3. FLOOD PLAINS SHOWN AS 100 YR BFE OF 4495 (NAVD 29 DATUM)
4. PROPERTY EXTENDS INTO UTAH LAKE. THIS AREA IS SENSITIVE LANDS AND HAS BEEN INCLUDED WITHIN PARCEL "B" OPEN SPACE.
5. UDOT REVIEW AND APPROVAL IS REQUIRED FOR ALL REDWOOD ROAD IMPROVEMENTS AND PROPOSED ACCESS LOCATIONS.
6. PROJECT BENCHMARK OF 4595.70 WAS BASED UPON THE NAVD 1929 DATUM FOR THE SW COR SEC 7, T6S, R1E, SLB&M.
7. WETLAND LOCATIONS WILL BE VERIFIED BY A WETLANDS DELINEATION PERFORMED BY A QUALIFIED PROFESSIONAL.
8. ALL SENSITIVE LANDS HAVE BEEN INCLUDED IN OPEN SPACE PARCELS.
9. REIMBURSEMENT IT HARBOR BAY IS REQUIRED FOR CONNECTION TO EXISTING SEWER SHOWN ALONG THE SHORE LINE.
10. NO AREAS OF SUBSTANITAL EARTH MOVING ARE PROPOSED
11. NO CANALS, DITCHES, SPRINGS, SELLS, CULVERTS OR OTHER WATER COURSES ARE ON THE SITE
12. AN EXISTING IRRIGATION POND IS TO BE ABANDONED

DEVELOPER

PLAYA ESCALANTE

DEVELOPER

Z:\2013\Heron Hills\logo-snl.jpg

935 West Center
Street Lindon, UT 84042
(801) 785-8448

0 50 100 200 300
SCALE: 1"= 100'

CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

PLAYA ESCALANTE

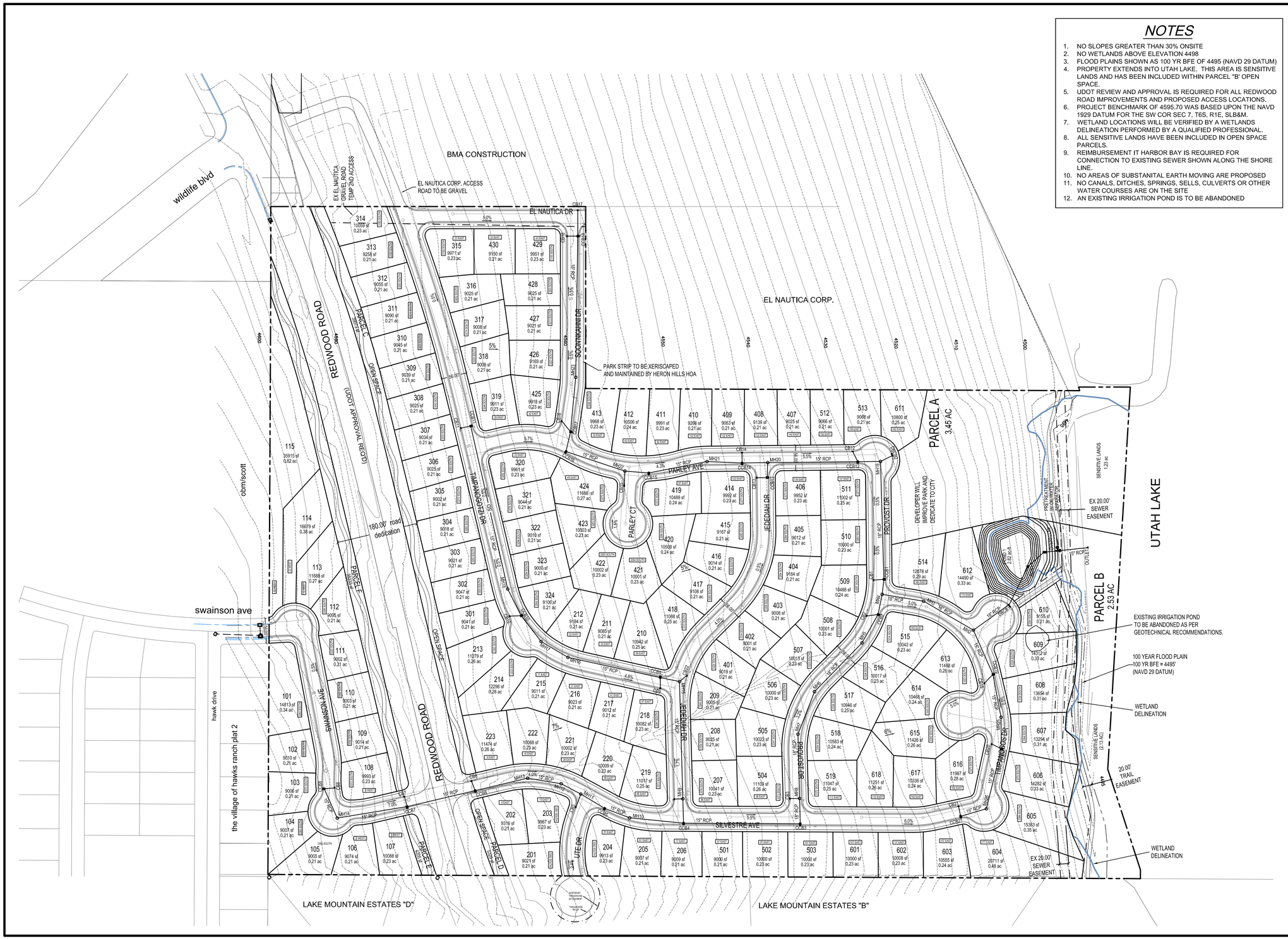
DESCRIPTION

PRELIMINARY PLAN GRADING AND DRAINAGE

SHEET NAME	SHEET NUMBER
GRADING	C2

\\bergcs-hills\civil\plan\hhs-02-drainage.dwg

DETENTION, OPTION2



NOTES

1. NO SLOPES GREATER THAN 30% ONSITE
2. NO WETLANDS ABOVE ELEVATION 4498
3. FLOOD PLAINS SHOWN AS 100 YR BFE OF 4495 (NAVD 29 DATUM)
4. PROPERTY EXTENDS INTO UTAH LAKE. THIS AREA IS SENSITIVE LANDS AND HAS BEEN INCLUDED WITHIN PARCEL "B" OPEN SPACE.
5. UDOT REVIEW AND APPROVAL IS REQUIRED FOR ALL REDWOOD ROAD IMPROVEMENTS AND PROPOSED ACCESS LOCATIONS.
6. PROJECT BENCHMARK OF 4595.70 WAS BASED UPON THE NAVD 1929 DATUM FOR THE SW COR SEC 7, T6S, R1E, SLB&M.
7. WETLAND LOCATIONS WILL BE VERIFIED BY A WETLANDS DELINEATION PERFORMED BY A QUALIFIED PROFESSIONAL.
8. ALL SENSITIVE LANDS HAVE BEEN INCLUDED IN OPEN SPACE PARCELS.
9. REIMBURSEMENT IT HARBOR BAY IS REQUIRED FOR CONNECTION TO EXISTING SEWER SHOWN ALONG THE SHORE LINE.
10. NO AREAS OF SUBSTANITAL EARTH MOVING ARE PROPOSED
11. NO CANALS, DITCHES, SPRINGS, SELLS, CULVERTS OR OTHER WATER COURSES ARE ON THE SITE
12. AN EXISTING IRRIGATION POND IS TO BE ABANDONED

DEVELOPER

PLAYA ESCALANTE

DEVELOPER

Z:\2013\Heron Hills\logo-snl.jpg

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N

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REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

PLAYA ESCALANTE

DESCRIPTION

PRELIMINARY PLAN GRADING AND DRAINAGE

SHEET NAME	SHEET NUMBER
GRADING	C2

z:\heron hills\preliminary\hh-02 drainage.dwg

ORDINANCE NO. 14-5 (3-25-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS CITY'S OFFICIAL ZONING MAP FOR CERTAIN REAL PROPERTY; INSTRUCTION THE CITY STAFF TO AMEND THE CITY ZONING MAP AND OTHER OFFICIAL ZONNG RECORDS OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE. (Heron Hills)

WHEREAS, the Saratoga Springs Planning Commission and City Council have reviewed the application for the rezoning of real property within the City limits; and

WHEREAS, the Saratoga Springs Planning Commission and City Council have conducted the required public hearings on the proposed rezoning.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The amendments to the City's Zoning Map attached hereto as Exhibit A and incorporated herein by this reference are hereby enacted.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Saratoga Springs City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Saratoga Springs Recorder is hereby ordered, in accordance with the requirements of Utah Code § 10-3-710—711, to do as follows:

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
   i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
   ii. post a complete copy of this ordinance in three public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 25th day of March, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

VOTE

Shellie Baertsch	_____
Rebecca Call	_____
Michael McOmber	_____
Jim Miller	_____
Bud Poduska	_____

City Council
Staff Report

Preliminary Plat
Heron Hills
March 25, 2014
Public Meeting

Report Date:	March 18, 2013
Applicant:	Steve Larson
Owner:	Old Towne Square LC
Location:	Approximately 3250 South Redwood Road
Major Street Access:	Redwood Road
Parcel Number(s) & Size:	16:002:0023, 16:002:0021, 16:002:0025, 16:002:0020; Approximately 53.16 acres within these parcels
Land Use Map Designation:	Low Density Residential
Parcel Zoning:	R-3, Low Density Residential
Adjacent Zoning:	R-3, and R-3 PUD
Current Use of Parcel:	Undeveloped
Adjacent Uses:	RV park and undeveloped land
Previous Meetings:	Concept Plan Review with Planning Commission, 4-25-13 Concept Review with City Council, 5-7-13 and 8-6-13 Preliminary Plat Public Hearing with Planning Commission, 2-13-14 and 2-27-14
Previous Approvals:	N/A
Land Use Authority:	City Council
Future Routing:	Public meeting with City Council
Author:	Sarah Carroll, Senior Planner

A. Executive Summary:

This is a request for approval of the Preliminary Plat for Heron Hills located at approximately 3250 South Redwood Road. The project consists of 53.16 acres with 129 single family lots and 7.35 acres of open space.

Recommendation:

Staff recommends that the City Council conduct a public meeting, take public comment, and/or discuss the proposed preliminary plat at their discretion, and choose from the options in Section "J" of this report. Options include approval as proposed, continuance or denial.

B. Background: The Planning Commission reviewed the proposed Preliminary Plat on February 13, 2014 and tabled it because they did not want to make a decision on the Preliminary Plat prior to making a decision on the rezone request and the rezone request was not presented at that meeting. The Preliminary

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Plat was presented again, along with the rezone request, on February 27, 2014. Draft minutes from those meetings are attached.

The Concept Plan for this project was reviewed by the Planning Commission on April 25, 2013 and by the City Council on May 7, 2013 and again on August 6, 2013. Minutes from those meetings are attached. The proposed plans are consistent with the concept plan that was presented to the City Council on August 6, 2013. The difference between the first concept plan (presented 5/7/13) and the second concept plan (presented 8/6/13) is that the park space near the lake was increased to allow for the creation of a public lake-front park. In exchange for creating larger lots near the lake and giving up lakefront lots for the creation of a public lakefront park, the developer requested that the City allow lot size reductions to allow for 9,000 square foot lots, as outlined in the R-3 zone. This idea was proposed during the Concept Plan review process and received support during the City Council review on August 6, 2013.

However, a few changes have been made to the code since the conceptual review of this project occurred. The minimum lot width within the R-3 zone was increased from 70 feet to 80 feet. The proposed plan does not meet this requirement. The R-4 zone was also created which allows 9,000 square foot lots which may be 70 feet wide. The proposed plans comply with the R-4 zone requirements. After discussing these changes with the applicant they would like to proceed with a request to rezone the property to R-4 which will be presented at the next Planning Commission meeting. The applicant is willing to enter into a development agreement that requires them to develop the attached plan in order to secure the R-4 zoning.

C. **Specific Request:** The applicant is requesting approval of the Preliminary Plat for Heron Hills. The proposed subdivision layout is very similar to the conceptual layout that was presented to the City Council on August 6, 2013 (attached).

D. **Process:** Section 19.13.04 of the City Code states that Preliminary Plats require a public hearing with the Planning Commission and that the City Council is the approval authority.

Staff finding: complies. *The Planning Commission held a public hearing and the application is now being reviewed by the City Council.*

E. **Community Review:** Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property. Public input was received during the public hearing. The City Council is not required to hold a public hearing for these applications.

F. **Review:** The Concept plans were reviewed as required in 2013. Due to code changes that occurred in July 2013, the current proposal does not meet the R-3 zoning requirements. In anticipation of a request for R-4 zoning, the project has been reviewed against the R-4 zone requirements.

G. **Planning Commission Review:** The Planning Commission reviewed the proposed preliminary plat on February 13, 2014 and on February 27, 2014 and recommended approval with the following conditions:

- That the driveways on lots 106, 107, 108, 202, 203, 222, and 223 be positioned furthest from Redwood Road (if a revised lot layout alters these lot numbers then the lots closest to Redwood Road shall position the driveways furthest from Redwood Road).
- That the flag lots be revised to meet the frontage requirements.
- That the detention be placed in the HOA ownership.
- That the City and developer Master plan the park together.
- That staff revisit the safety concerns issues that were expressed by the residents.

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H. **General Plan:** The General Plan recommends Low Density Residential for this area. The Land Use Element of the General Plan defines Low Density Residential as one to four units per acre. The proposed plan consists of 2.84 units per acre; thus, the proposed density is consistent with the General Plan.

I. **Code Criteria:** The property is zoned R-3, Low Density Residential. In anticipation of a request to rezone, this project will be reviewed against the R-4 zoning requirements. Section 19.04.14 regulates the R-4 zone and is evaluated below.

Permitted or Conditional Use: complies. "Single Family Dwellings" are a permitted use in the R-4 zone. This project is proposing 129 lots for single-family homes; thus, the proposal is a permitted use in the R-4 zone.

Minimum Lot Size: complies. The minimum lot size for any use in this zone is 9,000 square feet. The proposed subdivision has lots ranging in size from 9,000 to 35,915 square feet. The proposed lots comply with the minimum lot size requirements.

Setbacks/Yard Requirements: complies. The R-4 zone requires front setbacks of 25 feet, side setbacks of 8 feet, and rear setbacks of 20 feet. For corner lots the side yard abutting the street is to be 20 feet. The standard setback detail on the Preliminary Plat exceeds these requirements and may be modified to meet them. The setbacks will be recorded on the final plat and will be verified with each building permit application.

Minimum Lot Width: complies. Every lot in this zone shall be 70 feet in width at the front building setback. The proposed lots are a minimum of 70 feet wide at the front building setback.

Minimum Lot Frontage: complies. Every lot in this zone shall have at least 35 feet of frontage along a public street. The proposed lots comply with this requirement, except for the two flag lots, 114 and 115. A review of flag lots is found on page 4 of this report.

Maximum Height of Structures, Maximum Lot Coverage, Minimum Dwelling Size: complies. No structure in the R-4 zone shall be taller than 35 feet. Maximum lot coverage in the R-4 zone is 50%. The minimum dwelling size in the R-4 zone is 1,250 square feet of living space. These requirements will be reviewed by the building department with each individual building permit application.

Open Space: complies. The R-4 zone requires 15% of the total project area to be installed as open space to be either public or common space not reserved in individual lots.

The plans indicate the total project area is 48.97 (excluding 4.19 acres for UDOT Redwood Road right-of-way) acres and that the following open spaces will be provided:

1.93 acres of open space along Redwood Road for trails
4.09 acres for a City Park
1.94 acres for the future HOA
7.96 acres TOTAL, of which 3.51 acres or 44% is sensitive lands

The open space requirement for 48.97 acres is 7.35 acres; the plans exceed this requirement. However, the size and location of the detention basin in the City Park is of concern. Staff recommends that this be re-designed to leave more usable park space and that the Council considers whether the detention basin should be placed in HOA ownership.

Development of Open Space:
The code requires the open space to be installed by the developer in a manner that will "meet the minimum recreational needs of the residents of the subdivision." During the Concept Plan Discussions the City Council discussed the creation of a non-motorized water-craft launch and/or dock at this park in order

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to serve residents of the City. The developer would like to suggest master-planning the park and determining what the City will be responsible for and what he will be responsible for. However, this will require funds to be allocated for this purpose by the City Council. This was discussed at a recent City Council retreat.

Since a plan has not yet been established for this park there are a few options to consider. It is recommended that one of the options outlined below be finalized prior to approval of the first final plat for this development.

> Option A: The developer installs and irrigation system, hydro-seed and some recreational amenities such as pavilions or a playground, or a combination of such.
>
> Option B: The developer's obligations are converted to a dollar amount that he is allowed to propose for improvements such as improving the beach area instead of the items listed in option 1.
>
> Option C: The City and the developer master plan the park and determine the phasing and obligations of each party. This is the preferred option as this will allow a long-term plan for the park to be implemented in phases.

Sensitive Lands: complies.

- The R-4 zone requires that sensitive lands shall not be included in the base acreage when calculating the number of ERUs permitted in any development and no development credit shall be given for sensitive lands. The proposed development did not include the sensitive lands in the base acreage when calculating the density. The density is based off of a net project area of 45.46 acres. The total project area is 53.16 acres. The net acreage excludes the UDOT right of way and the sensitive lands.
- The R-4 zone requires all sensitive lands to be placed in protected open space. The plans indicate such.
- The R-4 zone requires that no more than 50% of the required open space area shall be comprised of sensitive lands. The sensitive lands are equal to 44% of the open space.

Detention Basin Location: At the Planning Commission meeting, the Commissioners were presented two options for the layout and location of the proposed detention basin. The Commissioners supported Option 2, with the detention basin located in the HOA property rather than in the City park. After the Planning Commission meeting, the applicant expressed to staff that Option 1 would be the best since it will allow them to exchange wetland property to address the requirements of the 404 permit. They are proposing to install native wetland grasses in the detention basin in exchange for removing them from the beach area.

Second access: complies. The City has initiated proceedings to amend its Code to require a second access for over 50 lots. According to the "pending ordinance" doctrine, the City may require this developer to install a second access. The proposed phasing plan includes a second access so this requirement is met.

Phasing plan: up for discussion. Section 19.12.02 (6) requires that when a development is proposed to occur in stages, then the open space or recreational facilities shall be developed in proportion to the number of dwellings intended to be developed during any stage of construction.

The phasing plan indicates six phases as follows:

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Name	Phase Lots	Area	Redwood	Req'd 15%	Dedication	Open Space Parcel		Cummulative	
#	#	ac	ac	ac	Label	ac	%	ac	%
1	15	8.10	2.06	0.91	"E" & "F"	0.91	15%	0.91	15%
2	23	8.11	0.70	1.11	"C" & "D"	1.02	14%	1.92	14%
Park	-	4.09	0	0.61	"A"	4.09	100%	6.01	34%
3	24	8.71	1.42	1.09	-	0.00	0%	6.01	24%
4	30	9.24	0	1.39	-	0.00	0%	6.01	18%
5	19	6.32	0	0.95	-	0.00	0%	6.01	15%
6	18	8.59	0	1.29	"B"	1.94	23%	7.95	16%
	129	53.16	4.18	7.35		7.95			

The Council may wish to discuss the phasing plan. Phases 1, 2 and 3 include portions of the Redwood Road trail and the public park is proposed with Phase 2. However, no access to the park is provided with Phase 2. Because Parcel B is generally for the benefit of the lot owners near the lake and will remain in a native condition, it is not necessary to dedicate this land prior to the development of the surrounding lots. However, the phasing plan should be reconsidered to meet this code requirement and so that access is provided to the park with Phase 2 or 3.

Flag Lot, staff width: does not comply. The definition for flag lot states: "Flag lot" means an L-shaped lot comprised of a staff portion contiguous with the flag portion thereof, the minimum width of the staff being thirty feet and the maximum length determined by the City of Saratoga Springs. The staff for lot 115 is 28.43 feet wide and needs to be increased. One of the conditions of approval is that this be increased to 30 feet wide.

Percentage of Flag lots: complies. Section 19.12.06(2)(c) states that for subdivisions with more than 50 lots, no more than 5% of the lots are allowed to be flag lots. The proposed plans indicate that 2 of the 129 lots are flag lots; this is less than 5%.

J. Recommendation and Alternatives:

Staff recommends that the City Council review the proposed Preliminary Plat, discuss any public input received at their discretion, and make the following motion:

Recommended Motion:

I move that the City Council approve the Heron Hills Preliminary Plat located at approximately 3250 South Redwood Road based on the findings and conditions listed below:

Findings:

1. Prior to the Planning Commission review of the Preliminary Plat, this item was noticed as a public hearing in the *Daily Herald*; and notices were mailed to all property owners within 300 feet of the subject property.
2. The General Plan recommends Low Density Residential for this area which is defined as one to four units per acre. The proposed phase consists of 2.84 units per acre which complies with the Land Use Element of the General Plan and is therefore acceptable.
3. Per the requirements of Section 19.04.14(4), all lots proposed are 9,000 square feet or greater.
4. Per the requirements of Section 19.04.14(5), the minimum setback and yard requirements for the R-4 zone will be met.
5. The Preliminary Plat meets or can conditionally meet all the requirements listed in Section "H" of this report.

Conditions

1. That all requirements of the City Engineer be met, including those listed in the attached report.
2. That all requirements of the City Fire Chief be met.

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3. That the detention basin be reconfigured and/or redesigned to create more usable park area.
4. The staff for the flag lots shall be increased to a minimum of 30 feet wide.
5. The open space plans for the public park space shall be submitted with the final plat application after the City and the applicant have had additional time to discuss the options.
6. That the City and Developer master plan the park together.
7. That the preliminary plat be amended so that the detention basin falls within the HOA owned property.
8. The phasing should be reconsidered to comply with Section 19.12.02 (6) and shall come back to the City Council for approval.
9. The attached development agreement shall be executed prior to the rezone from R-3 to R-4 taking affect.
10. Any other conditions as articulated by the City Council:
    _____

Alternative Motions:

Alternative Motion A
"I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

_____
_____
_____
_____

Alternative Motion B
"Based upon the analysis in the Staff Report and information received from the public, I move that the City Council deny the proposed preliminary plat, located at approximately 3250 South Redwood Road. "

List findings for denial:

_____
_____
_____
_____

K. Exhibits:

A. Engineering Staff Report
B. Location Map
C. Planning Commission Minutes, 4-25-13
D. City Council Minutes, 5-7-13
E. City Council Minutes, 8-6-13
F. 1st Concept Plan
G. 2nd Concept Plan
H. Draft Planning Commission Minutes, 2-13-14
I. Draft Planning Commission Minutes, 2-27-14
J. Preliminary Plan
K. Preliminary Grading and Drainage Plan
L. Phasing Plan
M. Preliminary Plat
N. Detention Basin, Option 1 (City ownership) and Option 2 (HOA ownership)
O. Development Agreement

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City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Heron Hills
Date: February 13, 2014
Type of Item: Preliminary Plat Approval

CITY OF
SARATOGA SPRINGS

Description:

A. Topic: The Applicant has submitted a preliminary plat application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Steve Larson*
Request:	*Preliminary Plat Approval*
Location:	*Approximately 3250 South Redwood Road*
Acreage:	*53.16 acres - 129 lots*

C. Recommendation: Staff recommends the approval of preliminary plat subject to the following conditions:

D. Conditions:

1) The developer shall prepare final construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to commencing construction.

2) Developer shall bury and/or relocate all overhead power lines that are within and adjacent to this plat.

3) Developer shall provide a geotechnical report and hydrologic/hydraulic storm drainage calculations.

4) All roads shall be designed and constructed to City standards and shall incorporate all geotechnical recommendations as per the applicable soils report.

5) Developer shall provide end of road and end of sidewalk signs per MUTCD at all applicable locations.

6) Developer shall provide a finished grading plan for all roads and lots and shall stabilize and reseed all disturbed areas.

7) Developer shall provide plans for and complete all improvements within pedestrian corridors.

8) Meet all engineering conditions and requirements as well as all Land Development Code requirements in the preparation of the final plat and construction drawings. All application fees are to be paid according to current fee schedules.

9) All review comments and redlines provided by the City Engineer during the preliminary process are to be complied with and implemented into the final plat and construction plans.

10) Developer shall prepare and submit easements for all public facilities not located in the public right-of-way

11) Final plats and plans shall include an Erosion Control Plan that complies with all City, UPDES and NPDES storm water pollution prevention requirements. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed property) and shall identify an acceptable location for storm water detention. All storm water must be cleaned as per City standards to remove 80% of Total Suspended Solids and all hydrocarbons and floatables.

12) Project shall comply with all ADA standards and requirements.

13) Developer shall provide a letter from the appropriate property owner indicating they will provide an easement for the temporary access road. Developer shall also provide a letter from the appropriate property owner indicating they will provide an easement for the temporary turnaround.

14) Developer shall improve all park strips not adjacent to lots as per City standards. Such parkstrip shall be dedicated to and maintained by the HOA.

15) Developer shall provide a detention pond design that minimizes the footprint and impacted area to the park property. The floor of the detention pond shall be a minimum of one foot above high ground water level.

16) Developer shall provide a wetland delineation to identify their exact location. Any work being performed within the boundaries of wetlands or may impact wetlands will require a ACOE 404 permit and must comply with all local, state, and federal laws for any location(s) in which.

17) Developer shall provide 12’ paved access road and access easement at any location where the sewer or storm drain manholes are located outside the ROW. Pipelines and easements shall not be located with lot boundaries.

18) Developer shall include detention basin and cleaning unit with first phase.

19) Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.

20) Master planned culinary and secondary water facilities are planned on this property. Developer shall coordinate with the City's master plans to accommodate the required infrastructure.

21) Developer shall ensure that the sensitive lands portion of the proposed open space does not exceed the allowable amount of the total required open space.

22) Developer shall coordinate with El Nautica Corp for the relocation of their prescriptive access easement. They will need to vacate any recorded or prescriptive easements prior to the recording of lots encumbered by such easements. Developer shall verify the new access is navigable by the large trailers that use the El Nautica facility.

23) Developer shall extend Swainson Ave. to Redwood Road and align access on the East and West Sides of the road.

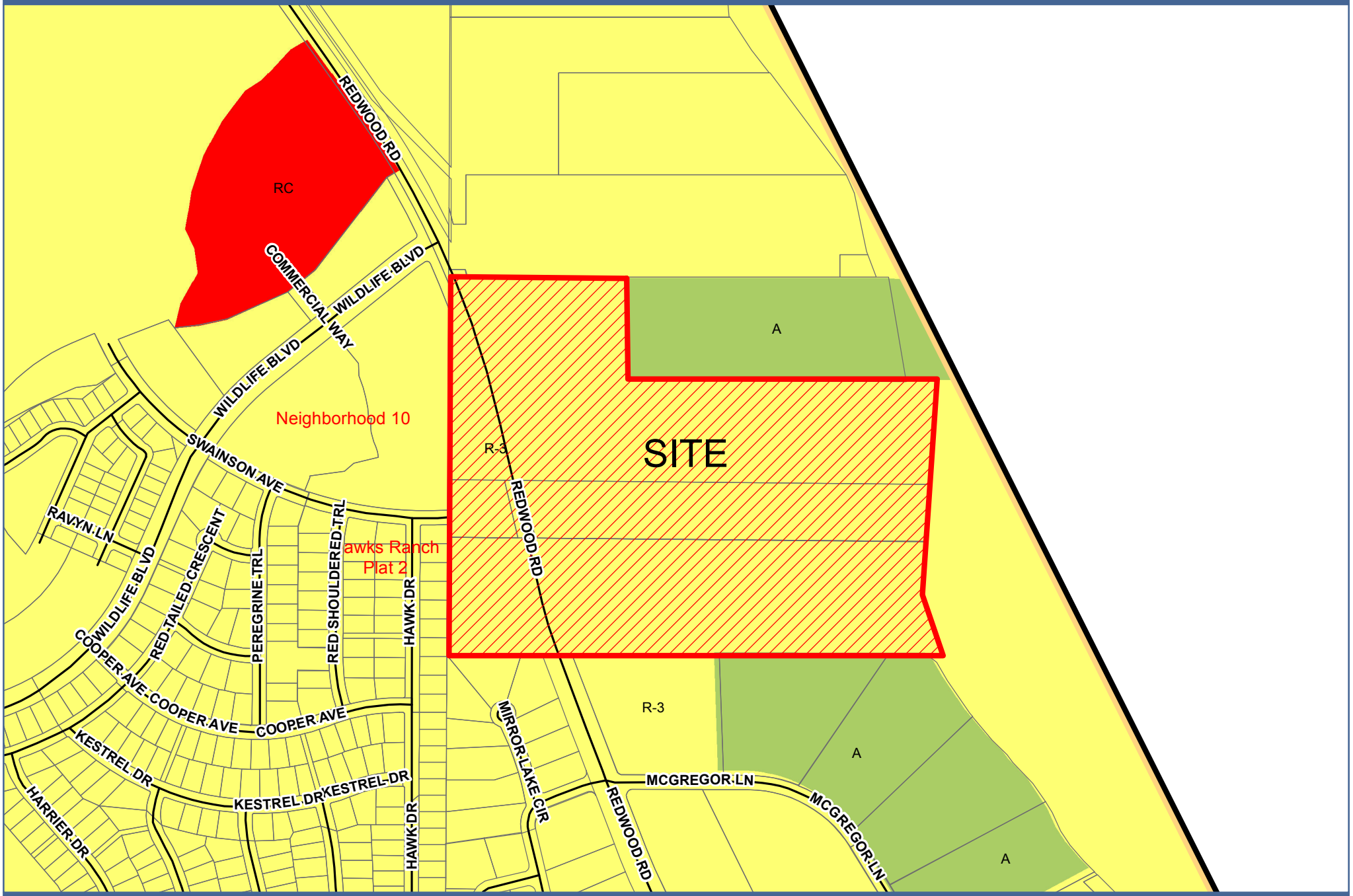
24) The meandering trail along the lakeshore shall be constructed at least 1' above the 100-year FEMA flood elevation, shall be 8' wide, and shall be concrete.

25) Lots shall not contain any sensitive lands; all sensitive lands must be placed in protected open space.

26) Developer shall obtain UDOT approval for all proposed points of access off of Redwood Road and complete the half-width improvements along Redwood Road as per the City's Transportation Master Plan.

27) The existing secondary water system may not be able support this project. An additional source may be required in the area to alleviate the extreme pressure swings that the current system would experience if this project is added. Although the culinary system may be able to support both the indoor and outdoor demand for this project, this would use up significant amounts of the remaining capacity in the system and is not recommended.

Location Map



Heron Hills

0 225 450 900 Feet

Planning Commission Meeting

Thursday, April 25, 2013
Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

MINUTES

Work Session 6:37 P.M.

Present:
Commission Members: Eric Reese, Sandra Steele, Kristen Hood, and Jarred Henline
Absent Commission Members: Jeff Cochran, Earl Halvas
Staff: Lori Yates, Jim McNulty, Jeremy Lapin, Sarah Carroll
Others: Lars Anderson, Stephen Larsen, Randy Rindlesbacher

5. Concept Plan for Heron Hills located at approximately 3250 South Redwood Road, Steve Larsen, applicant.

Sarah Carroll presented the Concept Plan for Heron Hills.

Steve Larsen, applicant, stated that this Concept Plan had been reviewed in 2006. The City Council has asked for a trail amenity. We have since changed the plan to reflect these amenity requests. He asked that he be allowed lots that would be less than the minimum 10,000 square foot requirement because he is providing open space within the lake in the most expensive part of the property.

Sandra Steele asked if the access near Wildlife Boulevard would be built immediately or later as the development is completed. Sarah Carroll stated that it depends on the phasing plan of the development. Sandra asked if El Nautica has manufactured housing. Jim McNulty stated that El Nautica consists of RV's, camping trailer, and boat parking. Sandra stated that she would like to see the second access be built sooner than later. She asked staff what the maximum elevation is of Utah Lake. Jeremy Lapin stated there are two elevations, one is the compromise boundary elevation and the other is the 100 year flood plain elevation. The 100 year elevation is 4495 and the compromise elevation is 4489. Sandra asked what the elevations are for of the lots that abut the lake. Jeremy stated that lots must be above the 100 year flood plain elevation. She stated that she doesn't see how the land under water should count as credit for open space or sensitive lands. She would not be in favor of granting the lot size reduction unless additional open space or amenities were provided. Sandra asked about the cul-de-sac on the west side of the property. Jeremy Lapin stated that a remnant parcel is possibly being created and suggested a flag lot instead. Sarah Carroll stated that staff could look at other options that could be beneficial and a solution would need to be made before Preliminary Plat approval.

Kristen Hood asked if the builder could build around the current El Nautica access keeping it as is. Sarah Carroll stated that it's a prescriptive easement and could be moved if it's replaced with a new road. Kristen stated that she would like to see the developer work with El Nautica regarding the access easement. Sarah stated that there is a condition listed in the staff report that addresses this issue. Kristen asked if the property owner would be allowed to have private docks if the building lots were extended into the lake. Jeremy stated that State Sovereign Lands has jurisdiction and may prohibit docks. Kristen suggested that the odd shape lots be reconfigured.

Jarred Henline stated that he would like to see open space that would benefit the residents. Steve Larsen stated that lots located along the lake should be viewed as higher value properties. Kevin Thurman stated that the Development

Code requires rough proportionality and the City is allowed to make conditions of approval to help address the impacts. Steve stated that there is a moratorium on individual docks. Jarred stated that he too is concerned with the lots being reduced in size. He also would like to see more benefits provided to the City.

Eric Reese stated that he would agree that the developer would need to provide more benefit to the City in order to allow for lot size reductions. He stated that he would like to see additional open space west of the lake. He feels that the proposed open space is currently unusable. Steve asked if the Planning Commission would like to reconfigure the plan to accommodate more open space. Jim McNulty stated that there are a lot of unknowns at this time as to where additional open space could be implemented and recommended that the developer provide more options. Sarah Carroll stated that the open space along the lake must be accessible to residents to make it a benefit.

Sandra Steele asked staff if sensitive lands can be used within a lot. Kevin Thurman stated that sensitive lands cannot be included in lots or counted toward density. She would suggest increased amenities for this development. Sandra stated additional amenities must be provided if the applicant is asking for lot size reductions.

Kristen Hood would like to see a park in the project. She stated that there are multiple locations that would be suitable for a park.

Sandra Steele stated that we need to realize that some of the open space may be in wetlands. She would like to have a lot of the questions answered and to have another Concept Plan brought back.

CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING

Tuesday, May 7, 2013
Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL MINUTES

POLICY SESSION- will follow Work Session.

Present:
Council Members: Mayor Love, Councilman Miller, Councilwoman Baertsch, Councilwoman Call and Councilman McOmber and Councilman Poduska
Staff: Lori Yates, Mark Christensen, Spencer Kyle, Jeremy Lapin, Jim McNulty, Chief Gary Hicken, Sarah Carroll, Owen Jackson, Chief Jess Campbell
Others:

4. Concept Plan for Heron Hills located at approximately 3250 South Redwood Road, Steve Larsen, applicant.

Sarah Carroll presented the Concept Plan for Heron Hills. She also reviewed the staff's recommendations.

Councilman Poduska stated that he is concerned with the proposed flag lots and feel that those lots are unbuildable. He would like to see a park or amenities for the children who will be living in the development. He indicated that the figuration of this plan is not pleasing. Councilman Poduska stated the road across from Wildlife Boulevard would be an extremely dangerous road to enter onto. Mark Christensen stated that as staff we have tried to make a road workable and being able to access into this development.

Councilman Miller agreed with staff recommendations with requiring that all lots are buildable and the open space requirements. Mark Christensen stated that the City would have ownership and accessibility of the lake if the City were to pursue any means of the open spaced area.

Councilwoman Call stated that as a serving member of the Utah Lake Commission this property is unique and this could be a Lakeshore property with potentially larger lots. She would like to see the City utilize the natural Lakeshore with future opportunities. As a council member she is eager to work with the developer on this project.

Councilman McOmber asked if this plan would meet the Code and the required density. Staff indicated that those requirements would be met.

Councilwoman Baertsch stated that she is likes the previous Concept Plan Sarah Carroll stated that the change was to address the lack of property to create the cul-de-sac and use the triangle parcel. Councilwoman Baertsch feels that flagged lots are awkward and are not as desirable. She would like to see the trail be located near the lake if possible. Councilwoman Baertsch stated that the trail land has no value to the City due to the lack of parking. Mark Christensen stated that the east side area of the property has many potential opportunities.
Councilwoman Baertsch indicated that she is concerned with the proposed roads into this development and would these roads be able to handle trailers and other vehicles entering and exiting the development. Jim McNulty stated that staff will need to review this at preliminary plat.

Steve Larsen asked if the Council would consider relocating the trail in order to access the lake. Councilwoman Call stated that she would be hesitant to making that change.

CITY OF SARATOGA SPRINGS
CITY COUNCIL MEETING
Tuesday, August 6, 2013
Meeting held at the City of Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045

CITY COUNCIL MINUTES

***POLICY SESSION* commenced at 6:38 p.m.**

Present:
Council Members: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Miller, Councilman Poduska, Mayor Love
Staff: Sue Alexander, Mark Christensen, Kevin Thurman, Sarah Carroll, Jeremy Lapin, George Leatham
Others: : Nitah Neibaur, Chad Nielson, Stephen Willden, Ryan Poduska, Chris Porter, J. Klingonsmith, Jason Henley, Elliott Smith, Scott Argyle, Chris Argyle, Jim Moore, Jeff McCarty, Mike Nelson, Ken Berg, Joe Baird, Josh Bosley, Sam Baird, Hayden Williamson, Jacob Larsen

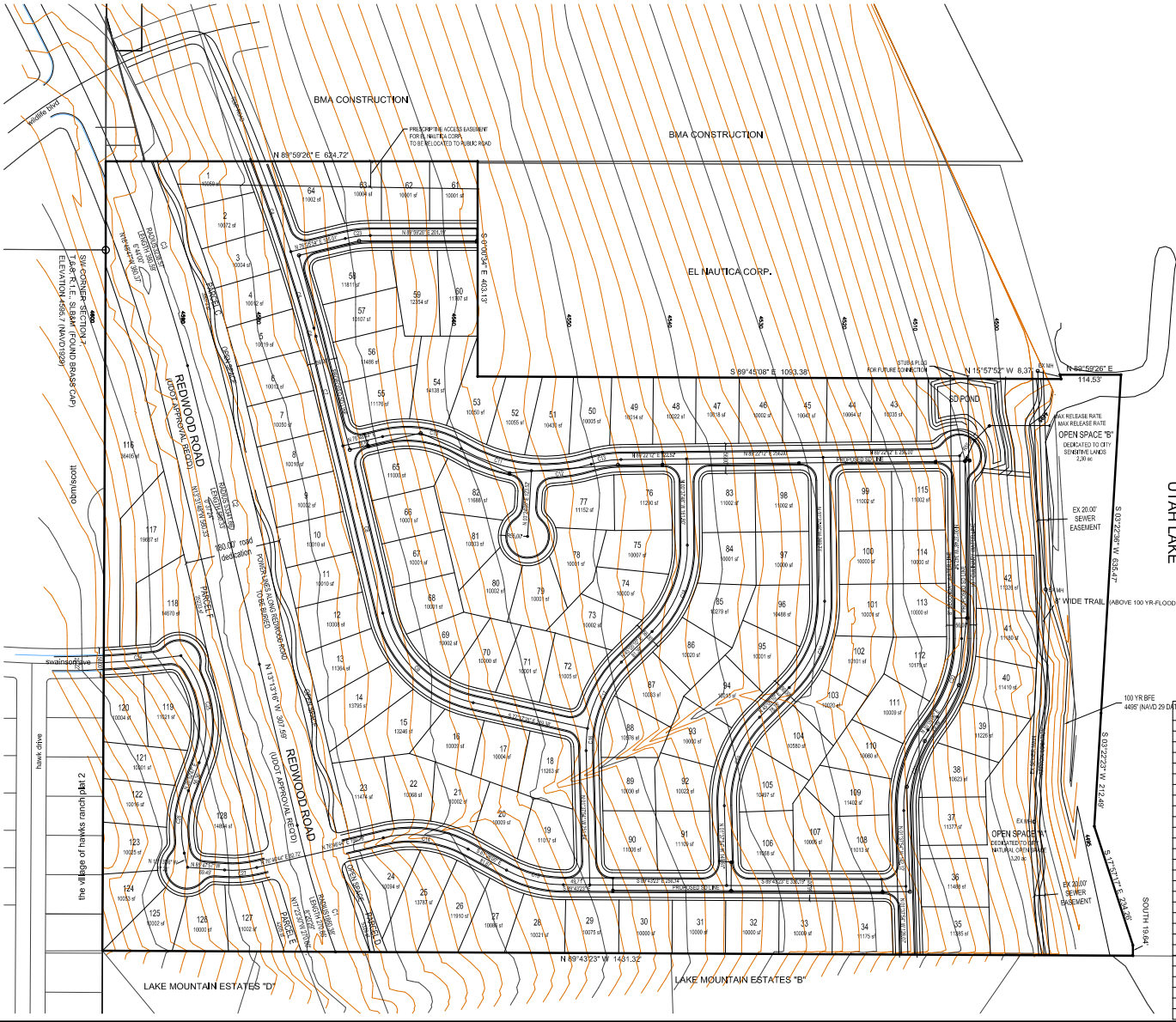
5. Concept Plan for Heron Hills located at approximately 3200 South Redwood Road, Steve Larsen, applicant.

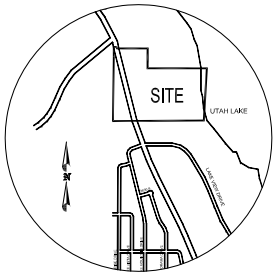
Sarah Carroll said that the Planning Commission reviewed the concept plan in May and that the applicant made several changes as a result of that meeting. They are asking to do larger lots near the lake, and do 9000 sq. ft. lots in the plan to compensate for lost lots. There is a sewer easement with manholes in the lots. Staff is recommending that the manholes have hard surface covers and not be within a lot. Staff is recommending that the lakeshore trail be between the lots and the lake. The applicant was asking that the park be deeded to the city and that the city install the park. Recent code changes require the developer to make the improvements. There are also some flag lots and staff recommends combining those into 2 lots rather than 3, to eliminate the long leg on the furthest flag lot.
Councilwoman Baertsch appreciates the changes made. She wondered if double flag lots were against code.
Kevin Thurman said there are a limited number allowed.
Councilwoman Baertsch wondered about changing so there weren't so many flag lots.
Kevin Thurman read from the code saying that having flag lots would need to result in improved design or better layout.
Councilwoman Baertsch wondered about having the trail and manholes go along the sewer line since we need access anyway. This would also allow more frontage for those lakeside lots.
Councilwoman Call said that she prefers to keep the trail between the cul-de-sacs and the lakefront. She would like to see the property go out into the lake but with city easement to maintain those trails. She agrees that the flag lots are uncomfortable and would also suggest making 2 lots out of the 3. She asked that having the developer improve the park be added to the recommendations section. The developer has worked well to meet his needs and to meet the city's vision.
Councilman McOmber noted that the larger lots along the lake add much to the development and the community. He is in favor of the trail going straight through and adding an easement. He said that if the flag lots meet code and the developer believes he can sell them, then that should be up to the property owner. If they feel that combining them would sell more easily, then let them do that; whatever meets the code. He appreciates the larger city park area.
Councilman Miller wondered if the El Nautica jetty is in this property.
Mark Christensen said we will own a chunk of the jetty.
Councilman Miller wondered if we would maintain it.
Councilman Poduska asked if Jeremy Lapin knows where the sewer manholes are located. If they are located along the easements, that would be easier than if located in someone's property. He said he was in favor of having the trail along the lake rather than following the sewer line.
Jeremy Lapin said that there are two manholes: one is in open space.
Sarah Carroll asked for clarification from the Council on whether the trail would follow the sewer easement or be between the lots and the lake.
Councilman Poduska recommended that it be as close to the lake as possible.
Councilwoman Baertsch agreed that that would make the most sense, but she wondered with the sewer easement already there and having the manhole covers, how this would work. She doesn't want to impact their property twice.
Jeremy Lapin said that the issue is access; getting a truck to the manholes.
Councilwoman Call asked about the distance between the proposed trail alignment and the sewer covers.
Jeremy Lapin said that for the one in the city park, the truck would come off the road and follow the trail in the park.
Councilwoman Baertsch noted that the exhibit shows a manhole in the middle of lot 19.
Jeremy Lapin suggested that lot 19 be reconfigured and a corridor be put in to access the manhole.
Councilwoman Baertsch asked about whether it was a road or trail going to a stump area.
Sarah Carroll said they are recommending a road, but it currently shows as a trail.

Councilwoman Baertsch felt it would be better to have a full road width with future development in mind and interconnectivity.
Kevin Thurman stated that interconnection is a requirement of our code.
Ken Berg from Berg Civil Engineering noted that Lake Mountain Estates is a platted subdivision, not vacant property. They are stubbing to platted lots.
Sarah Carroll noted that they are stubbing to 5 acre lots.
Councilwoman Baertsch asked about the purpose of the stub trail to currently occupied property.
Ken Berg said that on their southern boundary, they are just guessing as to where the city wants the trail to go.
Councilwoman Call said they do want the lakeside trail.
Ken Berg said that the short trail is to accommodate the city master plan which requires following the water line along the lowest road along the lake. It will connect someday, but right now it's a guess.
Jeremy Lapin said that the water line can go where it's shown or on Redwood.
Councilman Poduska said if the trail came next to McGregor's, that wouldn't be bad.
Sarah Carroll said they can also ask for a stub street at the next street up.
Sarah Carroll said it makes more sense to have it on a lot zoned R3.
Ken Berg clarified that the trail would be by the lake within the lots so lot the owner has ownership and not along sewer lines.
Mark Christensen clarified that the lots go down to the lake so the owners can access the lake with docks.
Mayor Love commented that she lives on a flag lot and they can be aligned and work well.
Jeremy Lapin pointed out that this has three driveways all in a row.
Councilwoman Baertsch wondered if they could have a shared driveway and then stubs off to separate garages.
Mark Christensen suggested they let the developer address this; it is allowed.
Ken Berg said the Council had talked about the developer improving the city park; how the city wants the park finished may be different than the developer's concept.
Mark Christensen suggested some direction from the Council as to whether they want parking, playgrounds and other amenities.
Councilman Miller asked if we have a standard requirement of developers.
Kevin Thurman said this is another area of the code that needs some updating. The code says to meet minimal recreation needs of residents; there should be improvement, not just landscaping.
Jeremy Lapin suggested playgrounds and tables.
Mayor Love said that it isn't fair to developers to have them guess as to what is wanted. We need to work on amending this and have minimum standards.
Ken Berg asked for what we want to add that's unique to this park.
Mayor Love said that we don't want the parks all the same. She said this is a good opportunity to work with the developer. She asked him to work with staff to come up with something.
Sarah Carroll said some discussions had suggested a parking lot and a non-motorized boat dock.
Mayor Love told them to work together and come up with something that doesn't put too much of a burden on the developer.
Councilwoman Call asked if the flag lots had rooms for driveway, landscape, driveway, landscape.
Sarah Carroll –said they have 35' on the road and are only required to have 10'.
Mayor Love said they can be lined with trees and look good.

1st Concept Plan, 5-7-13

HERON HILLS





VICINITY SKETCH

NOT TO SCALE

TABULATIONS

TOTAL ACREAGE	=	53.16 acres	
EX UDOT REDWOOD	=	4.19 acres	
TOTAL PROJECT	=	48.97 acres	
TOTAL OPEN SPACE REQUIRED (= 15% OF TOTAL AREA)	=	7.35 acres	
REDWOOD ROAD OPEN SPACE	=	1.93 acres	26%
NATURAL OPEN SPACE	=	3.20 acres	43%
SENSITIVE LAND OPEN SPACE	=	2.23 acres	30%
TOTAL	=	7.36 acres	

LOTS

RANGE	#	%
10,000 to 11,000	85	66%
11,000+	43	34%

AVE LOT SIZE	10,880 sf	
TOTAL LOTS	128	
PROJECT DENSITY	128/48.97	2.61 DU/AC
ALLOWED		3.00 DU/AC
AREA OF ROADWAYS	9.65 ac 20%	

NOTES

1. NO SLOPES GREATER THAN 30% ONSITE
2. NO WETLANDS ABOVE ELEVATION 4498
3. NO FLOOD PLAINS
4. PROPERTY EXTENDS INTO UTAH LAKE. THIS AREA IS SENSITIVE LANDS AND HAS BEEN INCLUDED WITHIN PARCEL "B" OPEN SPACE.
5. UDOT REVIEW AND APPROVAL IS REQUIRED FOR ALL REDWOOD ROAD IMPROVEMENTS AND PROPOSED ACCESS LOCATIONS.
6. PROJECT BENCHMARK OF 4595.70 WAS BASED UPON THE NAVD 1929 DATUM FOR THE SW COR SEC 7, T6S, R1E, SLB&M.
7. WETLAND LOCATIONS WILL BE VERIFIED BY A WETLANDS DELINEATION PERFORMED BY A QUALIFIED PROFESSIONAL.
8. ALL SENSITIVE LANDS HAVE BEEN INCLUDED IN OPEN SPACE PARCELS.
9. REIMBURSEMENT IT HARBOR BAY IS REQUIRED FOR CONNECTION TO EXISTING SEWER SHOWN ALONG THE SHORE LINE.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	1860.38	270.85	08°20'29"	270.60	N 17°23'30" W
C2	53341.66	580.33	00°37'24"	580.33	N 13°31'48" W
C3	3238.57	380.59	06°44'00"	380.37	N 18°48'47" W
C4	3395.57	193.64	03°16'03"	193.61	S 19°28'14" E
C5	3395.57	135.69	02°17'22"	135.68	S 16°41'32" E
C6	528.00	15.77	01°42'41"	15.77	S 14°41'30" E
C7	53496.95	211.59	00°13'36"	211.59	S 13°43'22" E
C8	53496.95	322.14	00°20'42"	322.14	S 13°26'13" E
C9	225.00	251.44	64°01'43"	238.56	S 45°16'43" E
C10	200.00	152.59	43°42'47"	148.91	S 81°21'53" E
C11	306.00	139.29	26°04'52"	138.09	S 72°32'55" E
C12	306.00	113.44	21°14'29"	112.80	N 83°47'24" E
C13	200.00	56.55	16°12'03"	56.36	N 81°16'11" E
C14	225.00	164.10	41°47'16"	160.49	S 82°19'38" E
C15	225.00	111.09	28°17'23"	109.97	S 75°34'41" E
C16	225.00	41.65	10°36'17"	41.58	N 03°40'15" E
C17	225.00	141.82	36°08'47"	139.48	N 27°01'46" E
C18	225.00	179.53	45°42'57"	174.80	N 22°13'41" E
C19	225.00	183.46	46°43'03"	178.42	N 21°43'38" E
C20	225.00	179.53	45°42'57"	174.80	N 22°13'41" E
C21	250.00	160.50	36°46'59"	157.75	N 16°45'36" E
C22	250.00	156.13	35°46'53"	153.60	N 17°15'38" E
C23	200.00	47.33	13°33'32"	47.22	N 83°12'40" E
C24	1764.16	145.20	04°42'57"	145.16	N 84°50'45" E
C25	200.00	213.39	61°07'54"	203.41	S 09°41'10" E
C26	200.00	119.03	34°08'03"	117.29	S 03°49'46" W
C27	200.00	60.81	17°25'18"	60.58	N 85°29'23" E

DEVELOPER

HERON HILLS

DEVELOPER

S&L Incorporated

935 West Center
Street Lindon, UT 84042
(801) 785-8448

N

0 50 100 200 300
SCALE: 1"= 100'

berg CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
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ACTION	DATE
CONCEPT PLAN	03/04/13

PROJECT

HERON HILLS

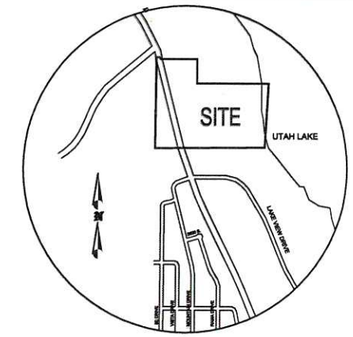
DESCRIPTION

CONCEPT PLAN

SHEET NAME	SHEET NUMBER
	C1

2nd Concept Plan, 8-6-13

HERON HILLS



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REDWOOD ROAD OPEN SPACE	=	1.93 acres	26%
CITY PARK		5.43 acres	74%
TOTAL	=	7.35 acres	

LOTS

RANGE	#	%
9,000 to 10,00	55	43%
10,000 to 11,000	40	31%
11,000+	33	26%

AVE LOT SIZE	10,880 sf	
TOTAL LOTS	128	
PROJECT DENSITY	128/48.97	2.61 DU/AC
ALLOWED		3.00 DU/AC

AREA OF ROADWAYS 9.65 ac 20%

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REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
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ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

HERON HILLS

DESCRIPTION

CONCEPT PLAN

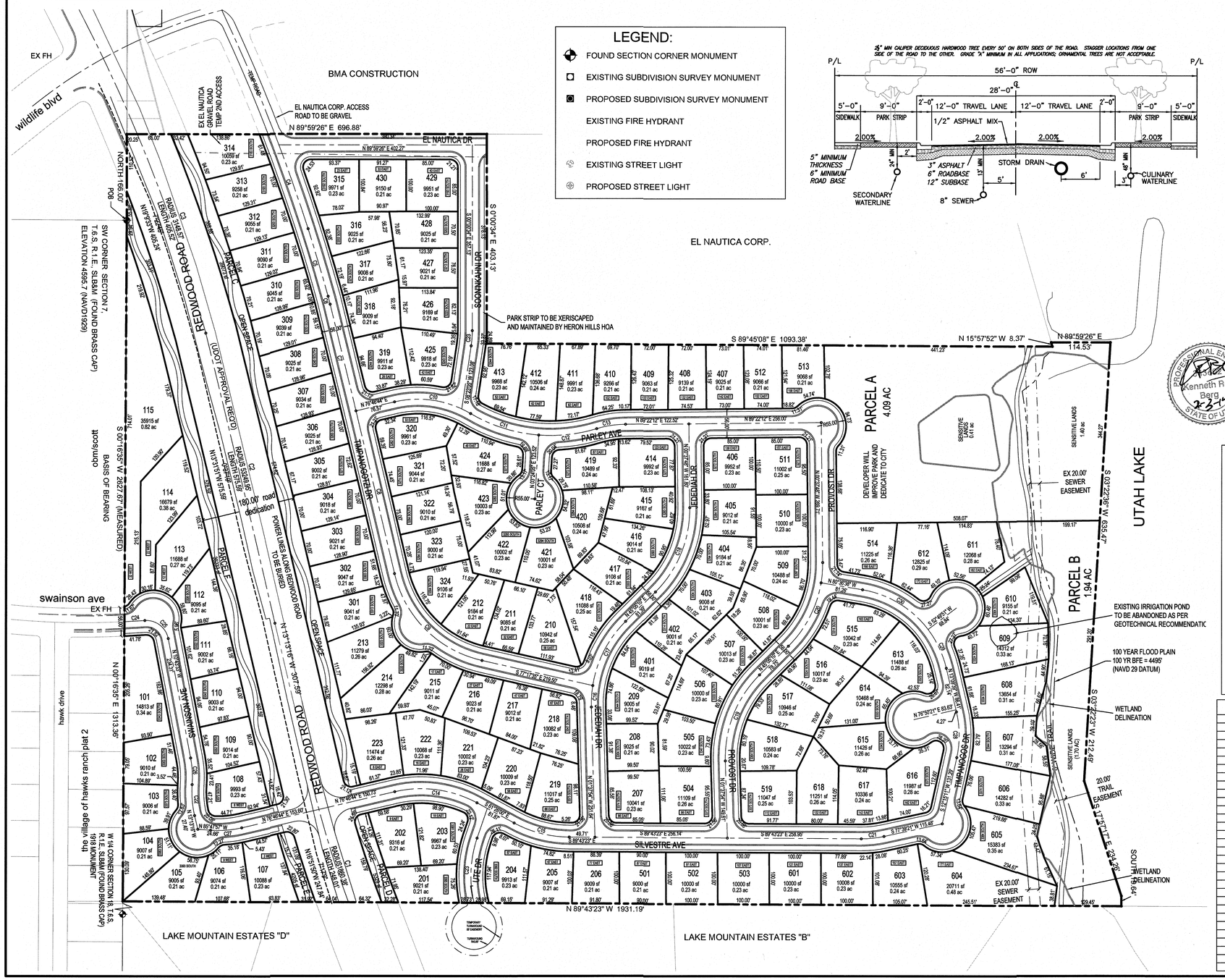
SHEET NAME	SHEET NUMBER
	C1

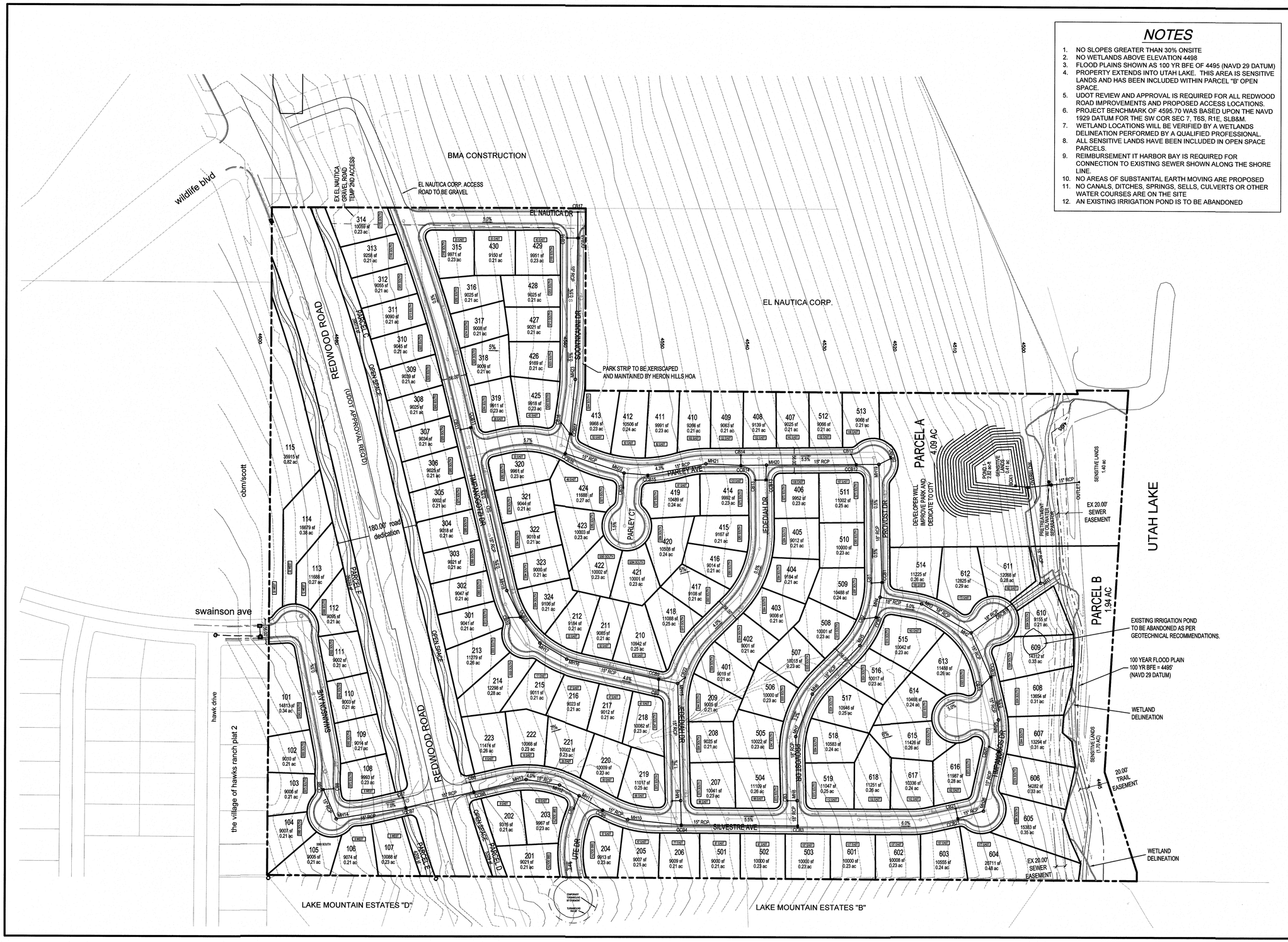
RECEIVED JUL 23 2013

PLAYA ESCALANTE

SHEET INDEX

C1	COVER SHEET
C2	GRADING & DRAINAGE PLAN
C3	OVERALL SEWER PLAN
C4	OVERALL WATER PLAN
C5	PHASE MAP
PLAT	PRELIMINARY PLAT


BMA CONSTRUCTION
EL NAUTICA CORP. ACCESS ROAD TO BE GRAVEL
N 89°59'26" E 696.88'
EL NAUTICA DR
EX EL NAUTICA GRAVEL ROAD TEMP 2ND ACCESS
wildlife blvd
EX FH
NORTH 166.00'
POB
SW CORNER SECTION 7, T.6.S. R.1.E., SLB&M (FOUND BRASS CAP) ELEVATION 4595.7 (NAVD1929)
REDWOOD ROAD
UDOT APPROVAL REQ'D
PARCEL C
OPEN SPACE
EL NAUTICA CORP.
SOONNAHIN DR
S 01°03'24" E 409.13'
PARK STRIP TO BE XERISCAPED AND MAINTAINED BY HERON HILLS HOA
S 89°45'08" E 1093.38'
N 15°57'52" W 8.37'
N 89°59'26" E 114.53'
PARCEL A
4.09 AC
DEVELOPER WILL IMPROVE PARK AND DEDICATE TO CITY
SENSITIVE LANDS 0.41 ac
SENSITIVE LANDS 1.48 ac
EX 20.00' SEWER EASEMENT
UTAH LAKE
PARCEL B
1.94 AC
EXISTING IRRIGATION POND TO BE ABANDONED AS PER GEOTECHNICAL RECOMMENDATIC
100 YEAR FLOOD PLAIN 100 YR BFE = 4495' (NAVD 29 DATUM)
WETLAND DELINEATION
20.00' TRAIL EASEMENT
SENSITIVE LANDS (1.70 AC)
S 02°22'31" W 212.49'
S 32°32'36" W 653.47'
S 00°16'35" W 2627.67' (MEASURED)
BASIS OF BEARING
obm/scott
swainson ave
EX FH
hawk drive
the village of hawks ranch plat 2
W 1/4 CORNER SECTION 18 T.6S. R.1E. SLB&M (FOUND BRASS CAP) 1918 MONUMENT
N 00°16'35" E 1313.36'
180.00' road dedication
POWER LINES ALONG REDWOOD ROAD TO BE BURIED
N 13°13'16" W 207.59'
PARLEY AVE
PARLEY CT
TIMPANOGOS DR
FEDERAL DR
PROVOST DR
SILVESTRE AVE
UTE DR
SHOSHONE AVE
N 89°43'23" W 1931.19'
LAKE MOUNTAIN ESTATES "D"
LAKE MOUNTAIN ESTATES "B"
EX 20.00' SEWER EASEMENT
WETLAND DELINEATION
S 89°43'22" E 256.14'
S 89°43'22" E 256.36'
S 71°39'21" W 115.48'
S 89°43'22" E 256.14'
N 76°50'21" E 83.63'
4.27'
N 76°40'44" E 153.73'
N 89°45'47" W 24.66'
N 89°45'47" W 24.66'
N 76°40'44" E 153.73'
N 89°22'12" E 122.52'
N 89°22'12" E 256.00'
N 76°40'44" E
S 76°40'44" W
S 89°45'08" W 1093.38'
S 89°45'08" W 1093.38'
S 89°45'08" W 1093.38'



NOTES

1. NO SLOPES GREATER THAN 30% ONSITE
2. NO WETLANDS ABOVE ELEVATION 4498
3. FLOOD PLAINS SHOWN AS 100 YR BFE OF 4495 (NAVD 29 DATUM)
4. PROPERTY EXTENDS INTO UTAH LAKE. THIS AREA IS SENSITIVE LANDS AND HAS BEEN INCLUDED WITHIN PARCEL "B' OPEN SPACE.
5. UDOT REVIEW AND APPROVAL IS REQUIRED FOR ALL REDWOOD ROAD IMPROVEMENTS AND PROPOSED ACCESS LOCATIONS.
6. PROJECT BENCHMARK OF 4595.70 WAS BASED UPON THE NAVD 1929 DATUM FOR THE SW COR SEC 7, T6S, R1E, SLB&M.
7. WETLAND LOCATIONS WILL BE VERIFIED BY A WETLANDS DELINEATION PERFORMED BY A QUALIFIED PROFESSIONAL.
8. ALL SENSITIVE LANDS HAVE BEEN INCLUDED IN OPEN SPACE PARCELS.
9. REIMBURSEMENT IT HARBOR BAY IS REQUIRED FOR CONNECTION TO EXISTING SEWER SHOWN ALONG THE SHORE LINE.
10. NO AREAS OF SUBSTANITAL EARTH MOVING ARE PROPOSED
11. NO CANALS, DITCHES, SPRINGS, SELLS, CULVERTS OR OTHER WATER COURSES ARE ON THE SITE
12. AN EXISTING IRRIGATION POND IS TO BE ABANDONED

DEVELOPER

PLAYA ESCALANTE

DEVELOPER

S&L Incorporated
935 West Center
Street Lindon, UT 84042
(801) 785-8448

N

0 50 100 200 300
SCALE: 1"= 100'

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	PROFESSIONAL ENGINEER 363502 Kenneth Ray Berg 8-3-14 STATE OF UTAH
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

PLAYA ESCALANTE

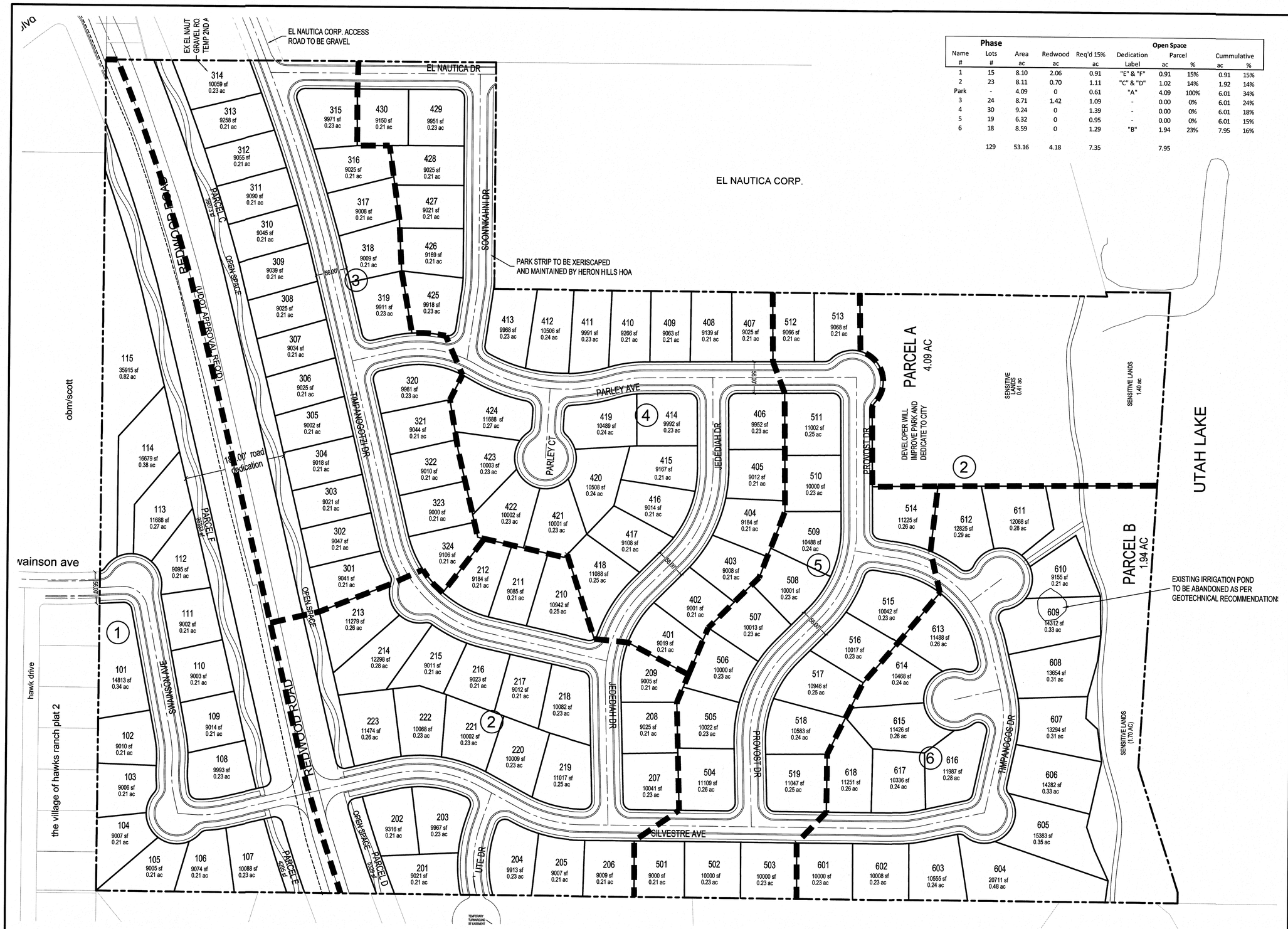
DESCRIPTION

PRELIMINARY PLAN GRADING AND DRAINAGE

SHEET NAME	SHEET NUMBER
GRADING	C2

E:\2013\heron hills\preliminary\hh-02 drainage.dwg

Phase					Open Space				
Name	Lots	Area	Redwood	Req'd 15%	Dedication	Parcel		Cummulative	
#	#	ac	ac	ac	Label	ac	%	ac	%
1	15	8.10	2.06	0.91	"E" & "F"	0.91	15%	0.91	15%
2	23	8.11	0.70	1.11	"C" & "D"	1.02	14%	1.92	14%
Park	-	4.09	0	0.61	"A"	4.09	100%	6.01	34%
3	24	8.71	1.42	1.09	-	0.00	0%	6.01	24%
4	30	9.24	0	1.39	-	0.00	0%	6.01	18%
5	19	6.32	0	0.95	-	0.00	0%	6.01	15%
6	18	8.59	0	1.29	"B"	1.94	23%	7.95	16%
	129	53.16	4.18	7.35		7.95			



DEVELOPER

PLAYA ESCALANTE

DEVELOPER

S&L Incorporated
935 West Center
Street Lindon, UT 84042
(801) 785-8448

N

0 40 80 160 240
SCALE: 1"= 80'

Berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	PROFESSIONAL ENGINEER 343002 Kenneth Ray Berg STATE OF UTAH 8-5-14
1			
2			
3			
4			
5			
6			
7			

ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

PLAYA ESCALANTE

DESCRIPTION

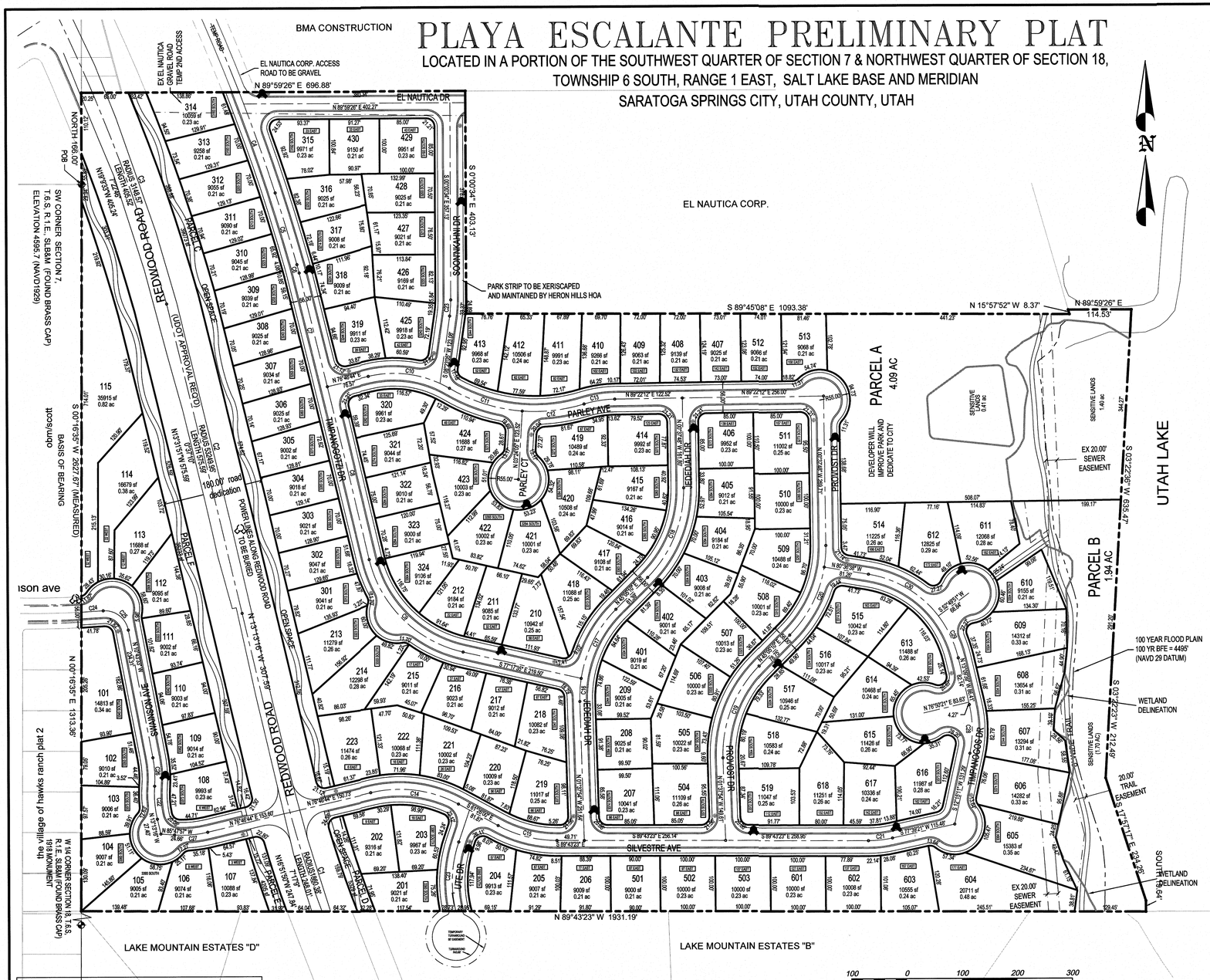
PRELIMINARY PLAN
PHASE MAP

SHEET NAME	SHEET NUMBER
PHASE	C5

E:\2013\heron hills\preliminary\hh-05 phase plan.dwg

PLAYA ESCALANTE PRELIMINARY PLAT

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7 & NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH



NOTES:

1. PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE _____ DAY OF _____, 20____.
2. THE INSTALLATION OF ALL IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
3. PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
4. PLAT MAY BE SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, DEVELOPER AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
5. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING. ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
6. ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER, AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
7. THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR ENSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVISUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
8. ALL PUBLIC OPEN SPACE AND PUBLIC TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY DEVELOPER AND MAINTAINED BY A CITY.
9. ANY REFERENCE HEREIN TO OWNERS, DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
10. LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATIONS AND CC&R'S

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	1860.38	248.01	07°17'09"	247.84	N 16°51'50" W
C2	53249.95	575.59	00°37'10"	575.59	N 13°31'51" W
C3	3148.57	405.52	07°22'46"	405.24	N 19°09'33" W
C4	3365.57	193.64	03°16'03"	193.61	S 19°28'14" E
C5	3365.57	155.68	02°12'22"	155.68	S 16°41'32" E
C6	528.00	15.77	01°42'41"	15.77	S 14°41'30" E
C7	53496.95	211.59	00°13'36"	211.59	S 13°43'22" E
C8	53496.95	322.14	00°20'42"	322.14	S 13°26'13" E
C9	225.00	251.44	64°01'43"	238.56	S 45°16'43" E
C10	200.00	152.59	43°42'47"	148.91	S 81°21'53" E
C11	306.00	139.29	26°04'52"	138.09	S 72°32'55" E
C12	306.00	113.44	21°14'29"	112.80	N 83°47'24" E
C13	200.00	56.55	16°12'03"	56.36	N 81°16'11" E
C14	225.00	164.10	41°47'16"	160.49	S 82°19'38" E
C15	225.00	111.09	28°17'23"	109.97	S 75°34'41" E
C16	225.00	41.65	10°36'24"	41.59	N 63°40'59" E
C17	225.00	141.82	36°06'47"	139.48	N 27°01'46" E
C18	225.00	179.53	45°42'57"	174.80	N 22°13'41" E
C19	225.00	183.46	46°43'03"	178.42	N 21°43'38" E
C20	225.00	179.53	45°42'57"	174.80	N 22°13'41" E
C21	200.00	44.08	12°37'16"	43.97	S 83°57'59" W
C22	200.00	60.40	17°18'16"	60.18	S 04°34'08" E
C23	225.00	126.84	32°17'59"	125.17	N 02°40'51" E
C24	1784.16	39.65	01°17'16"	39.65	N 86°33'36" E
C25	43.00	62.56	83°21'29"	57.19	S 52°24'18" E
C26	200.00	51.60	14°46'34"	51.55	S 10°18'16" W
C27	200.00	60.81	17°25'18"	60.58	N 85°39'23" E
C28	200.00	88.71	25°24'50"	87.99	N 00°27'14" W
C29	200.00	83.80	24°00'29"	83.19	N 25°09'54" W
C30	200.00	151.64	43°26'30"	148.03	N 58°35'24" W

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD A LICENSE, CERTIFICATE NO. _____, IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIVED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN UTAH CODE SECTION 54-8A-2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

BOUNDARY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WITH IS THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.
THENCE NORTH 166.00 FEET; THENCE N 89°59'26" E 696.88 FEET; THENCE S 00°00'34" E 403.13 FEET; THENCE S 89°45'08" E 1093.38 FEET; THENCE N 15°57'52" W 8.37 FEET; THENCE N 89°59'26" E 114.53 FEET TO A POINT ALONG THE COMPROMISE LINE OF UTAH LAKE; THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES: (1) S 03°22'36" W 635.47 FEET, (2) S 03°22'23" W 212.49 FEET, (3) S 17°57'17" E 234.26 FEET, AND (4) SOUTH 19.64 FEET TO A POINT ALONG THE NORTH BOUNDARY LINE OF LAKE MOUNTAIN ESTATES PLAT'S "B" & "D",THENCE ALONG SAID BOUNDARY N 89°43'23" W 1931.19 FEET TO POINT ALONG THE EASTERN BOUNDARY LINE OF THE VILLAGE OF HAWKS RANCH PLAT 2; THENCE ALONG SAID BOUNDARY N 00°16'35" E 1313.36 FEET TO THE POINT OF BEGINNING.

CONTAINS: 53.16 ACRES

OF LOTS: 129

BASIS OF BEARING: SECTION LINE BETWEEN THE NORTHWEST CORNER AND THE WEST QUARTER CORNER OF SECTION 18 T6S, R1E, SLB&M BEARING S00°16'35" W 2627.67 FEET.

DATE

SURVEYOR'S NAME
LICENSE NO. _____

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT _____, THE _____ UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

PLAYA ESCALANTE

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, RIGHT-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC AND/OR CITY USE. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ANY DAMAGE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT OR CONSTRUCTION OF THE ROADS WITHIN THIS SUBDIVISION.

IN WITNESS HEREOF, ____HAVE HEREUNTO SET _____ THIS _____DAY OF _____, A.D. 20 __.

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.

ON THE _____DAY OF _____, A.D. 20__ PERSONALLY APPEARED BEFORE ME, _____ AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID _____ IS THE PRESIDENT AND HE THE SAID _____ IS THE SECRETARY OF _____ CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID _____ AND _____ EACH DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION

MY COMMISSION EXPIRES _____

NOTARY PUBLIC RESIDING AT
(SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS_____DAY OF _____, A.D. ____.

CITY MAYOR

ATTEST _____

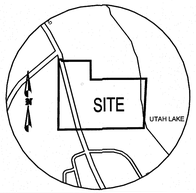
CITY RECORDER
(SEE SEAL BELOW)

OCT 3 2013

LEGEND:

- FOUND SECTION CORNER MONUMENT
- EXISTING SUBDIVISION SURVEY MONUMENT
- PROPOSED SUBDIVISION SURVEY MONUMENT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT

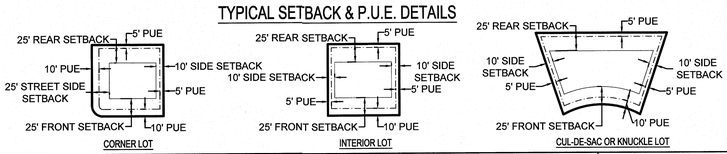
VICINITY SKETCH



100 0 100 200 300

SCALE 1"=100'

TYPICAL SETBACK & P.U.E. DETAILS



BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPLANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT-OF-WAY AND EASEMENT GRANTS OF RECORD. (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES. (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITH THE RIGHT-OF-WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITH THE SUBDIVISION.

QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____A.D. 20___,	APPROVED THIS _____ DAY OF _____A.D. 20___,
QUESTAR GAS COMPANY	ROCKY MOUNTAIN POWER
COMCAST CABLE TELEVISION	**CENTURY LINK**
APPROVED THIS _____ DAY OF _____A.D. 20___,	APPROVED THIS _____ DAY OF _____A.D. 20___,
COMCAST CABLE TELEVISION	CENTURY LINK

PRELIMINARY PLAT
PLAYA ESCALANTE

LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 7 & THE NORTHWEST QUARTER OF SECTION 18
TOWNSHIP 6 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY , UTAH COUNTY, STATE OF UTAH

SCALE: 1" =100 FEET

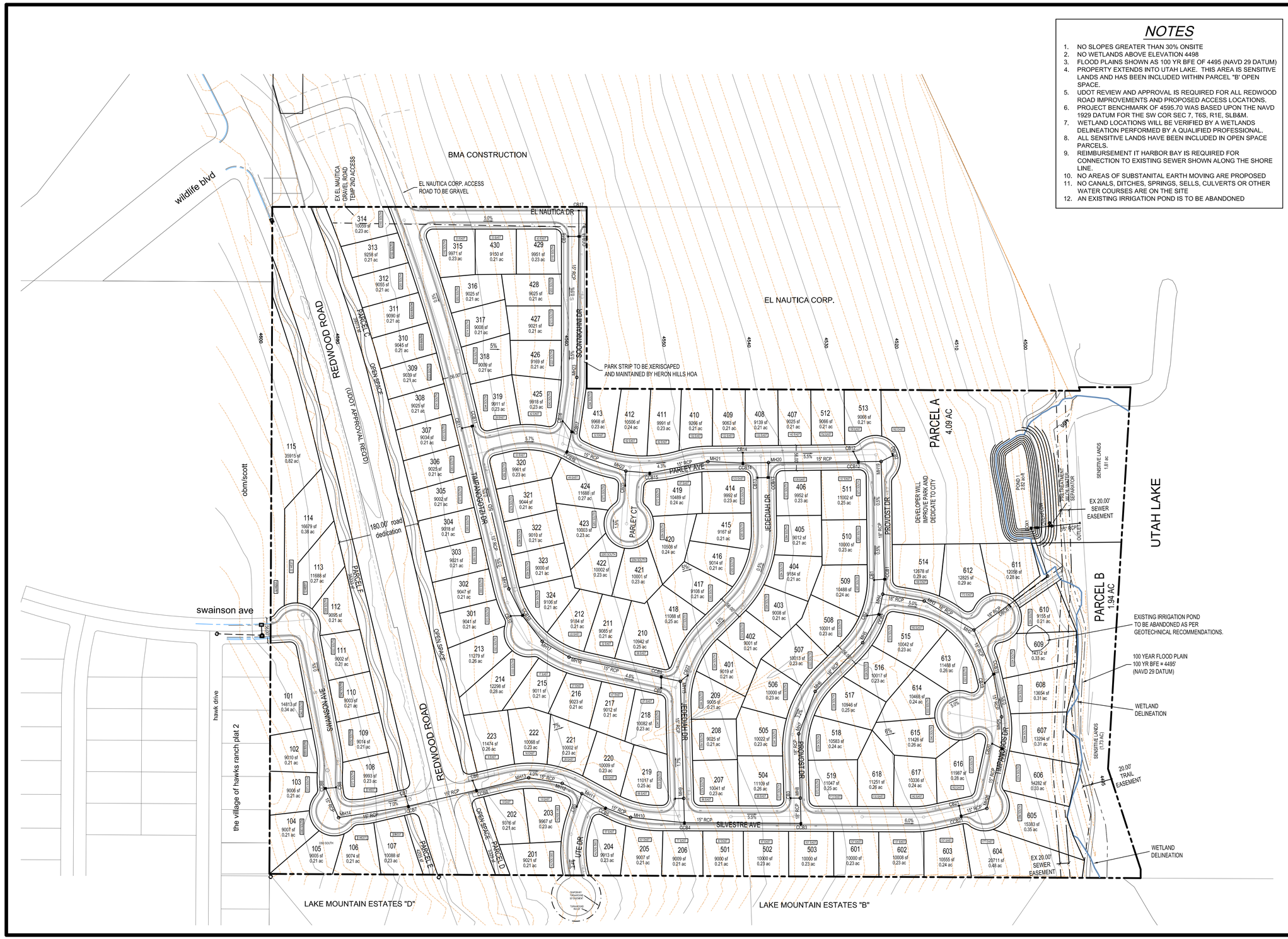
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT, 84003
office (801) 492-1277
cell (801) 616-1977

AZTEC ENGINEERING
491 N 450 W
OREM, UT 84057

FIRE CHIEF APPROVAL	PLANNING COMMISSION REVIEW	SARATOGA SPRINGS ENGINEER APPROVAL	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE
APPROVED BY THE FIRE CHIEF ON THIS _____ DAY OF _____ A.D. 20_____,	REVIEWED BY THE PLANNING COMMISSION ON THIS _____ DAY OF _____ A.D. 20_____,	APPROVAL BY THE CITY ENGINEER ON THIS _____ DAY OF _____ A.D. 20_____,	APPROVAL BY SARATOGA SPRINGS ATTORNEY ON THIS _____ DAY OF _____ A.D. 20_____,	APPROVED BY POST OFFICE REPRESENTATIVE ON THIS_____ DAY OF_____ A.D. 20_____,
CITY FIRE CHIEF	CHAIRMAN, PLANNING COMMISSION	CITY ENGINEER	SARATOGA SPRINGS ATTORNEY	LEHI CITY POST OFFICE REPRESENTATIVE

Detention Basin, Option 1 (City ownership)



NOTES

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4. PROPERTY EXTENDS INTO UTAH LAKE. THIS AREA IS SENSITIVE LANDS AND HAS BEEN INCLUDED WITHIN PARCEL "B" OPEN SPACE.
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11. NO CANALS, DITCHES, SPRINGS, SELLS, CULVERTS OR OTHER WATER COURSES ARE ON THE SITE
12. AN EXISTING IRRIGATION POND IS TO BE ABANDONED

DEVELOPER

PLAYA ESCALANTE

DEVELOPER

Z:\2013\Heron Hills\logo-snl.jpg

935 West Center
Street Lindon, UT 84042
(801) 785-8448

0 50 100 200 300
SCALE: 1"= 100'

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
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4			
5			
6			
7			

ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

PLAYA ESCALANTE

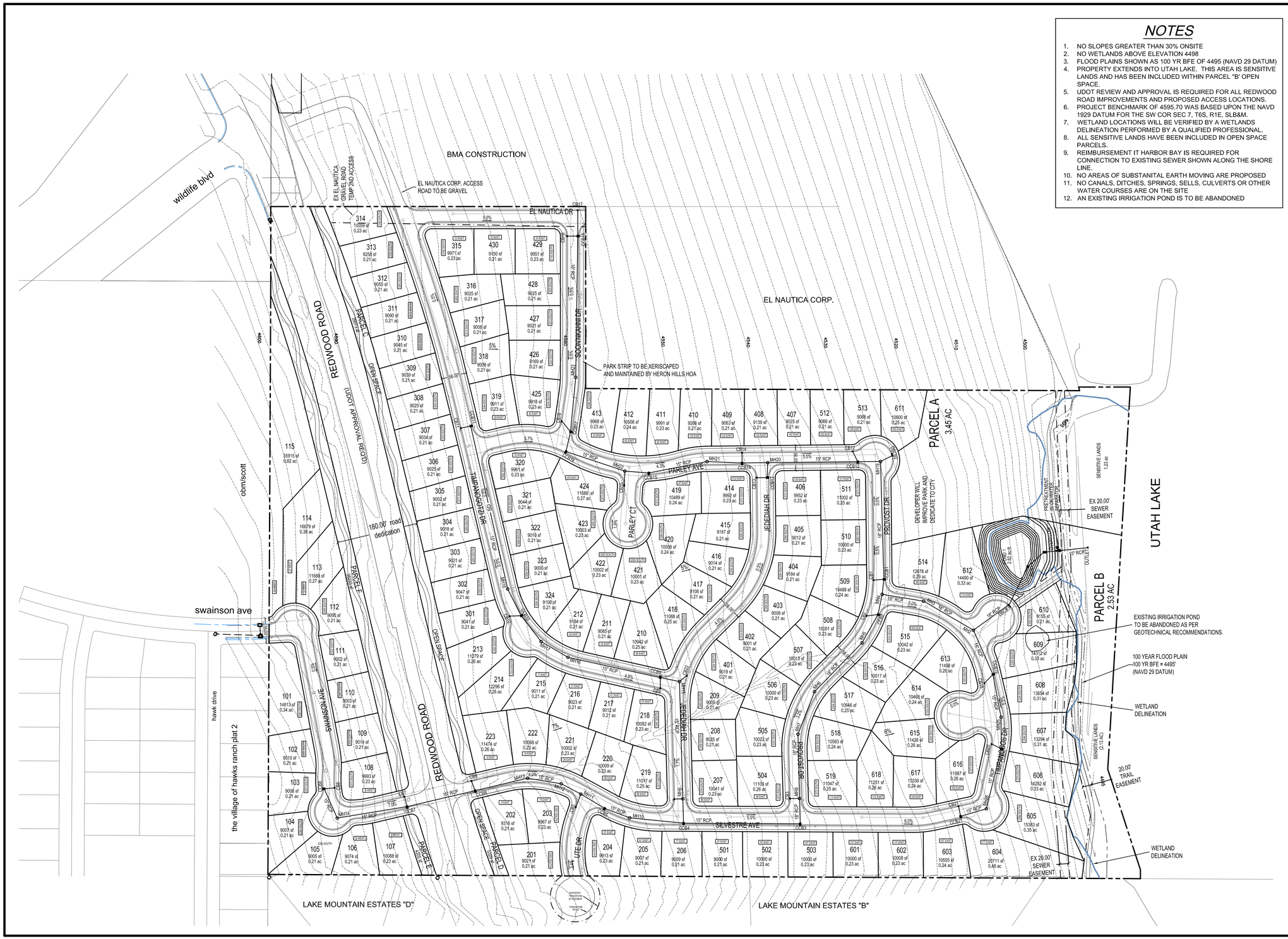
DESCRIPTION

PRELIMINARY PLAN GRADING AND DRAINAGE

SHEET NAME	SHEET NUMBER
GRADING	C2

\\bergcs.hills\civil\plays\hlp-02-drainage.dwg

Detention Basin, Option 2 (HOA ownership)



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PLAYA ESCALANTE

DEVELOPER

Z:\2013\Heron Hills\logo-snl.jpg

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N

0 50 100 200 300
SCALE: 1"= 100'

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REVISIONS			SEAL
NO.	DATE	DESCRIPTION	
1			
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6			
7			

ACTION	DATE
CONCEPT PLAN	7/22/13

PROJECT

PLAYA ESCALANTE

DESCRIPTION

PRELIMINARY PLAN
GRADING AND
DRAINAGE

SHEET NAME	SHEET NUMBER
GRADING	C2

z:\heron hills\preliminary\hh-02 drainage.dwg

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and _____ _____ "Developer."

RECITALS:

WHEREAS, Developer is the owner and developer of unrecorded parcels in Saratoga Springs, Utah (the "Property"), which is more fully described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Property is currently zoned R-3. Developer wishes to develop the project known as Heron Hills, which will consist of 219 single family homes on _____ acres with lot sizes ranging from 9,000 square feet to _____ square feet ("Project"). Currently, the proposed Project does not meet the R-3 zone requirements and therefore would not be allowed in the R-3 zone. Therefore, in order to develop the Project, Developer wishes to place the Property in the R-4 zone, as provided in Title 19 of the City Code, as amended (the "Zoning Request") and wishes to be voluntary bound by this Agreement in order to be able to develop the Project as proposed; and

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

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

WHEREAS, on _____, 2014, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Zoning Request, this Agreement, and the Preliminary Project Plans, attached hereto as Exhibit D, and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit B; and

WHEREAS, on _____, 2014, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and the Preliminary Project Plans, attached hereto as Exhibit D, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit C; and

WHEREAS, the Preliminary Project Plans, attached as Exhibit D, among other things,

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identify land uses, number of units Developer may be able to build, major roads, required open spaces and trails, drainages, and power line corridors; and

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

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit "A." In the event of a conflict between the legal description and the property ownership map, the map shall take precedence. This Agreement shall be recorded against the Property as provided in Section 26 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the R-4 zone as they exist on the effective date of this Agreement with respect to the maximum allowed density and permitted and conditional uses. However, the land uses allowed on the Property shall be governed by Title 19 of the City Code in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive.

4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Project except to the extent

this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Title 19 of the City code, and other requirements generally applicable to development in the City. In particular, and not by way of limitation, Developer shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map) and the City's engineering standards and specifications, and the project plan approval processes therein.

5. Rights and Obligations under this Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the maximum allowable densities and the permitted and conditional uses under the R-4 zone as this zone exists on the effective date of this Agreement if the requirements of that zone are met. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Preliminary Project Plans and to otherwise comply with all provisions of the City Code in effect at the time of preliminary plat application, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the R-4 zone is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the exhibits attached to this Agreement.

6. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

7. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City. The City may allow issuance

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of building permits prior to installation of all improvements in accordance with current City regulations, which may change from time-to-time.

8. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right 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.

b. Water Facilities for Development. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

c. City Service. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Drainage, and Roads.

a. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

b. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet City regulations and the requirements of any applicable special service district.

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10. Open Space Improvements.

a. Developer shall be responsible for the installation of and, in some cases, dedication to City of open space improvements (including parks) in the general location as shown in Exhibit __ at the time of plat recordation. The required improvements for each plat shall be determined by the City at the time of plat submittal and shall primarily be based on the Preliminary Project Plans herein but may be adjusted in accordance with current City regulations and applicable law. However, City and Developer may not adjust the percentage of required open space as shown on the Preliminary Project Plans.

b. Developer shall be required to install and dedicate to City all open space improvements intended to be public. City shall maintain the public open space improvements upon dedication to the City and acceptance in writing by the City so long as the improvements meet City regulations.

c. For open space improvements not dedicated to the City, Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities, and Developer shall provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance of the open space until assumption by a homeowners association.

11. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

12. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

13. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and may be owned by multiple developers. As a result, there is a direct connection between: (a) the development of an individual developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to

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upsize improvements and facilities. As determined by the City at time of plat submittal, Developer, or Developer's successors, agents, or assigns, may be responsible for the upsizing of improvements to service more than an individual developer's land within the Property. In such a case, each developer shall first be required to cooperate with each other to coordinate the funding and construction of upsizing where multiple properties are benefited so that no single developer shall be responsible for upsizing all of the improvements that are required to service multiple properties. In the event a developer is unsuccessful at securing other developers' cooperation after reasonable efforts, the developer shall be eligible for a reimbursement or payback agreement with the City in accordance with City regulations and as approved by the City in writing.

14. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

15. Sewer Fees. Timpanogos Special Service District ("TSSD") requires the City to pay a Capital Facilities Charge, which is billed to the City on a monthly basis and is subject to change from time to time. The Capital Facilities Charge is currently collected by the City with monthly utility billing to utility users, but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge. This is a separate and distinct charge from the TSSD impact fees. The City also imposes and collects sewer connection fees and sewer impact fees on development. Developer acknowledges and agrees that the said TSSD Capital Facilities Charge or TSSD impact fee is separate from and in addition to the City's sewer connection fees and sewer impact fees and that payment of both the TSSD Capital Facilities Charge and impact fee and the City's impact and connection fee for each connection is a condition to the City providing sewer service to the lots, residences, or other development covered by this Agreement.

16. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.

17. Plat, Site Plan, or Development Plan Approval. In the event the City Council approves the Zoning Request and Developer is ready to proceed with preliminary plat or site plan submittal and approval, Developer shall submit preliminary plat applications for all or a

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portion of the Property. Such application shall include project plans and specifications (including site and building design plans) (referred to in this Section as "Plans") for the portion of the Property being developed.

a. In particular, such Plans shall meet the following requirements:

   i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets current City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
   ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
   iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and
   iv. comply with all City codes, ordinances, regulations, and standards; and

b. Developer shall:

   i. comply with the conditions of approval of this Agreement, Preliminary Project Plans, and the Zoning Request, as set forth in Exhibits A through C;
   ii. comply with all City codes, ordinances, regulations, specifications, and standards;
   iii. provide other information as City may reasonably request; and
   iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and conforms with current City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.

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e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the project all at one time or in phases as allowed in City regulations.

f. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer determines necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

18. Wildland-Urban Interface Code. Prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the Wildland-Urban Interface Code and all other applicable building and fire codes related to the prevention of wildfires as adopted by the City. Developer may be required to record restrictions on certain lots as specified by such regulations.

19. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the R-4 zone, the City's Land Development Code, and City regulations.

20. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement, provided that the City has proceeded in good faith to review the submissions or site plans within a reasonable time. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at

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which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 22 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the R-3 zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

21. Successors and Assigns.

a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 21.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

22. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default ("Default") under this Agreement:

i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;

ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or

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iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 22.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.

ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in subsections 22.a. and 22.b. above, City may, upon providing notice of default under subsection 22.a. above, declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, if the Default is not cured and this Agreement is terminated, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to R-3 zone. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

23. Rights of Access. The City Engineer and other representatives of the City shall have a

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reasonable right of access to the Property and all development pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

24. Entire Agreement. Except as provided herein, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

25. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

a. Exhibit "A" Property Ownership Map, Vicinity Map, and Legal Descriptions

b. Exhibit "B" Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

c. Exhibit "C" City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

d. Exhibit "D" Preliminary Project Plans

e. Exhibit "E" Covenants, Conditions, and Restrictions

26. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably

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practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.

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

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be 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 or any condition set forth in Exhibits A through E hereof unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as

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the vote approving this Agreement.

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

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

To the Developer: _____
_____
_____
_____

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

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims,

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damages, or any judicial or equitable relief which may arise from or are related to any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance

o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement..

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 22 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

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r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

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

Attest:

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

_____ By:_____

City Recorder Mayor

DEVELOPER:

By: _____

Its:_____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____

Notary Public

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Exhibit Summary

a.	Exhibit "A"	Property Ownership Map, Vicinity Map, and Legal Description
b.	Exhibit "B"	Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions
c.	Exhibit "C"	City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions
d.	Exhibit "D"	Preliminary Project Plans
e.	Exhibit "E"	Special Conditions

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Exhibit "A"

Property Ownership Map, Vicinity Map, and Legal Description

DRAFT

Exhibit "B"

Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

DRAFT

Exhibit "C"

City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

DRAFT

Exhibit "D"

Preliminary Project Plans

DRAFT

Exhibit "E"
Special Conditions

The following requirements shall apply to development of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

Development of land in the Project described in the within Agreement shall be subject to the following Special Conditions. All final plans and final plats for the Project shall note these conditions on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition except as otherwise provided in the Special Conditions below.

A. No more than ___ dwelling units may be constructed in the Project as shown on the Preliminary Project Plans as submitted and approved by the City Council, which approvals are set forth in Exhibits B through C of the within Agreement, subject to preliminary and final plat approval by the City Council.

B. Developer shall prepare a design standards manual which provides coordinated and detailed design standards for construction and improvement of roadways, buildings, parking areas, landscaping, signage, and lighting within the Project as provided in Chapter 19 of the City code and in City ordinances, standards, and regulations. The following shall be a part of the design standards manual:

    i. ????

C. Developer shall be required to pay a water hook-up fee and may not transfer water rights to City for the Project.

D. Prior to the issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the Project which shall run with the land. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

    i. establish a property owners association for the Project;

    ii. require the property owners associations to manage common areas within the Project, including the collection of necessary management fees;

    iii. limit occupancy in the Project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;

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iv. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the Project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in Chapter 19.09 of the City's Land Development Code;

v. prohibit parking of recreational vehicles within the Project;

vi. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the Project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the Property, including any dwelling unit within the Project;

vii. require adoption of an enforcement policy that:

a. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and

b. has penalties for non-compliance; and

viii. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City. Any such modification or removal shall be deemed an amendment to the within Agreement and shall accomplished as provided in subsection 26.i. of the within Agreement.

E. The special conditions set forth in Paragraph D shall run with the land and shall survive the within Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may elect to modify or remove the foregoing conditions on the Property. Modification or removal of any special condition set forth in Paragraph D shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council as provided in subsection 26.i. of the within Agreement.

F. Conditions iii, iv, and v in Special Condition No. D above shall be included on each recorded plat for Property, including but not limited to any condominium plat.

G. Developer agrees that any property located within the Project which is acquired by Developer subsequent to execution of this Agreement shall be subject to the within Development Agreement. Developer shall take any action necessary, including amendment of this Agreement, to assure such property is subject to this Agreement.

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H. Addresses shall be included on the front and rear elevations of the units to aid in locating units for emergency response personnel.

I. **Any other conditions????**

DRAFT

City Council
Staff Report

Master Development Plan Amendment
Sierra Estates
March 25, 2014
Public Hearing

Report Date:	March 18, 2014
Applicant/Owner:	Stephen Sowby/ Sunset Mountain Properties, LP
Location:	Approximately 350-600 West and 400 North
Major Street Access:	400 North
Parcel Number(s) & Size:	580350048, 580340496, approximately 90.15 acres
Parcel Zoning:	R-3, Low Density Residential and R-6, Medium Density Residential
Adjacent Zoning:	R-3, PC, RR, MU, R-10, A
Current Use of Parcel:	Undeveloped
Adjacent Uses:	Single Family Residential, schools, New Haven girls school
Previous Meetings:	This is the first meeting for the MDA Amendment
Previous Approvals:	Sierra Estates MDA and Annexation approval occurred in 2005 Final plat approval for Plat A and B occurred in 2006 Rezoning from R-3 to R-6 for the Senior Housing project occurred in 2007 The original MDA was extended in 2013 for one year, until October 2014 Final Plat approval for Plat C occurred in 2013
Land Use Authority:	City Council
Future Routing:	Preliminary and Final Plat applications will be required
Author:	Sarah Carroll, Senior Planner

A. Executive Summary: This is a request to amend and extend the Sierra Estates Master Development Agreement (MDA) and clarify densities and previous approvals. The project is comprised of 90.15 acres. 1.72 acres is being set aside for Mountain View Corridor, 74.59 acres is zoned R-3, and 13.84 acres is zoned R-6.

Recommendation:
Staff recommends that the City Council conduct a public hearing, take public comment, discuss the application, and vote to recommend approval with the Findings of Fact, Conclusions of Law, and Conditions based upon the analysis in this report and as stated in Section I of this report. Section J of this report includes alternative motions for the City Council to consider.

B. Background: The original Sierra MDA was approved in 2005, was signed and effective on October 10, 2006 and is valid for 7 years, until October 10, 2013. The agreement was extended for one year in October 2013 to work out the details of the proposed amendment and extension request.

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The original agreement contemplated that a senior living component could be considered for a portion of the property. This portion (13.84 acres in the southwest corner) was rezoned from R-3 to R-6 in 2007 and the concept plan indicated Senior Housing and an assisted living facility. At that time the developers anticipated that they would be able to apply the PUD standards. Since that time, the Code has been amended (July 2013) and the PUD section may not be applied to properties that have not previously been granted the PUD Overlay. The developers expressed concern over this change as it reduces the number of units that may be considered. However, they have adjusted their concept plan to meet the current R-6 Zone requirements.

The final plat for Phase A was recorded in 2007, the final plat for Phase B was recorded in 2012 and the final plat for Phase C was recently approved.

Development Agreement Background:
The original development agreement states that the approval is for 184 single family units and a 10.87 acre park (Neptune Park) on 90.15 acres. However, the number of units stated in the agreement appears to be in error. The staff report and the concept layout of the subdivision indicate 232 single family lots and a statement that the developer may pursue a senior housing development on a portion of the property.

The staff report and associated exhibits, along with the exhibit attached to the original MDA provide additional information that was not included in the body of development agreement. These documents explain that a request for lot size reductions is supported because of the configuration of the park. The park was laid out so that no building lots are adjacent to the park and it is surrounded by public roads; thus, a minimum lot size of 9,000 square feet was approved.

The applicant also received open space credit for the oversize park strip along 400 North, upsizing of the 400 North and 400 West roadways, and the detention pond in the southeast corner of the development. The table below was taken from the concept plan that was attached to the original MDA.

SIERRA ESTATES SUBDIVISION OPEN SPACE TABULATIONS	
PROJECT AREA	= 90.14 ACRES
REQUIRED 15% OPEN SPACE	= 13.52 ACRES
OPEN SPACE PROVIDED	
PARK PARCEL	= 10.92 ACRES
11' OPEN SPACE	= 0.43 ACRES
ROADWAY OVERSIZE	= 1.44 ACRES
STORM DRAIN POND	= 1.18 ACRES
TOTAL	= 13.97 ACRES
PERCENTAGE	= 15.50%
# OF UNITS	= 232
DENSITY	= 2.57 DU/AC

When the original MDA was approved 400 North was planned to be an arterial roadway with a 96 foot wide cross section. Plat A includes a 48 foot wide half-width for 400 North and an additional 11 feet for a wider park strip. Plat A also includes a 68 foot wide cross section for Carlton Avenue (400 West).

C. Specific Request: This request has several components to consider, as outlined below.

<u>Term of agreement:</u> the applicant is requesting that the amended agreement be valid for 7 years.

<u>Lot size reductions:</u> The applicant is requesting a minimum lot size of 9,000 square feet. There are two reasons of justification for this request: 1) based on the current agreement, the lots are allowed to be a minimum of 9,000 square feet because of the configuration of the park. The developer surrounded the park with public roads rather than private lots, and 2) The City has asked the developer to preserve

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approximately 1.72 acres of property on the northwest corner of the development for the future extension of Mountain View Corridor.

Density: the Original MDA stated that they were approved for 184 single family lots and had the option to pursue a senior living development. However, the staff reports and exhibits indicated 232 single family lots. The current plan indicates 188 units on 74.58 acres within the R-3 zone and 76 units and an assisted living facility on 13.84 acres within the R-6 zone. This results in a density of 2.52 units per acre in the R-3 zone and 5.49 units per acre and an assisted living facility in the R-6 zone. The assisted living facility does not count towards the overall density and is a conditional use in this zone. The applicant would like these densities and uses to be vested with the amended agreement. They have taken into consideration the recent changes to the general plan and the proposed duplex and triplex buildings are only one story in height. Refer to Section H of this report for review of the code requirements related to this request.

Open Space: The applicant would like the open space credits that were previously allowed to continue to count for the remaining phases of development. However, because of changes to the 400 North right of way cross section, the City's policies regarding the acceptance of open space, and the rezone of a portion of the project to R-6, some changes will need to be considered.

If the project is separated into the R-3 portion and the R-6 portion, the open space is applied as follows:

	ORIGINAL PLAN APPROVED IN 2005	REVISED PLAN PROPOSED IN 2014
OPEN SPACE REQUIRED		
Required R-3 Zone = 15%	13.52 ac	11.19 ac
Required R-6 Zone = 20%	0.00 ac	2.77 ac
Total Open space required	13.52 ac	13.96 ac
OPEN SPACE PROVIDED		
R-3 ZONE		
Large park	10.92 ac	10.87 ac
Additional park strip on 400 North	0.43 ac	0.18 ac
Additional roadway width on 400 N	1.09 ac	1.12 ac
Additional roadway width on 400 W	0.35 ac	0.35 ac
City Park/Storm Drain Pond	1.18 ac	0.00 ac
TOTAL OPEN SPACE IN R-3 ZONE	13.97 ac	12.52 ac
R-6 ZONE AREA	Did not exist	
City Park/Storm Drain Pond	0.00	0.68 ac
Open space within Sr. Housing area	0.00	2.95 ac
TOATAL OPEN SPACE IN R-6 ZONE	0.00	3.63 ac
TOTAL OPEN SPACE PROVIDED	13.97 ac	16.15 ac
Percent open space of total project =	15.5%	18.3%

D. **Process:** Section 19.13.08 regulates Master Development Agreements and requires the Planning Commission to hold a public hearing and make a recommendation to the City Council. The City Council, after receiving a recommendation from the Planning Commission, shall review the application and shall approve, approve with conditions, or deny the application.

E. **Community Review:** This item has been noticed as a public hearing in the *Daily Herald*; and mailed notice sent to all property owners within the Sierra Estates Master Development Agreement and within 300

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feet of the subject property. At the Planning Commission public hearing five residents commented on this application. They requested that future buyers be given notification that there are abutting agricultural uses with existing rights such as large animals, arena lights until 11:00 p.m., animal waste used for fertilizer which creates odor and flies. There was concern that the homes on the 6,000 square foot lots would be two-story homes. There was concern about whether or not there is adequate water and sewer for additional development.

F. **Planning Commission Review:** The Planning Commission held a public hearing on February 27, 2014 and recommended approval as proposed with the findings and conditions in the staff report and also recommended that the neighboring agricultural uses be noted on the plat and that the concept plan for the Senior Housing come back to them at a future date for further review.

G. **Legislative Discretion:** The City Council is given wide latitude to make legislative land use decisions. Approval of a development agreement is a legislative land use decision and great deference is given to the Council when exercising its legislative discretion. Under Utah law, a court will presume that a land use decision is valid unless it is found to be arbitrary, capricious, or otherwise illegal. A legislative land use decision will not be found to be arbitrary or capricious provided it is "reasonably debatable" the decision promotes the general welfare. Simply put, the "reasonably debatable" standard means that the City Council merely needs to show that a reasonable basis exists for its decision to grant or deny the application.

A reasonable basis exists for the Council's decision to grant or deny the application. The reasonable basis is listed in the proposed findings in Section I or the alternatives in Section J.

H. **General Plan:** This project contains R-3, Low Density Residential, and R-6, Medium Density Residential, zoning.

The Land Use Element of the General Plan describes Low Density Residential as "residential subdivisions with an overall density of 1 to 4 units per acre" and states "This area is to be characterized by neighborhoods with streets designed to the City's urban standards, single-family detached dwellings and open spaces".

For Medium Density Residential, the Land Use Element of the General Plan states: "This area is to be characterized by density ranging from 4 to 14 units per acre that may include a mixture of attached and detached dwellings."

Staff Finding: *The proposed densities are consistent with the descriptions within the Land Use Element of the General Plan for Low and Medium Density Residential developments.*

H. **Code Criteria:** Section 19.13.08 outlines the process and requirements for Master Development Agreements. Section 19.04.13 outlines the requirements for the R-3 zone and Section 19.04.16 outlines the requirements for the R-6 zone. Relevant segments of these Chapters and Sections are evaluated below.

<u>19.13.08</u>

7. **Effect of the Master Development Agreement**. The Master Development Agreement, as approved, will constitute the applicant's right to develop the property in essentially the same manner as outlined in the Master Development Agreement.

    a. Generally, the Master Development Agreement shall include a request to amend the City's Land Use Element of the General Plan and Zoning Map, if necessary.
    b. The Master Development Agreement shall not grant the applicant the right to circumvent any City ordinances, policies, City Council directives, or any other procedure that is approved and practiced by the City.

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c. The applicant shall still be required to apply for subdivision approval, Site Plan review, Conditional Use approval, or other appropriate procedures as required by this Code.

Staff findings:

a. The zoning map already reflects the R-3 and R-6 zoning respectively. The general plan indicates Low Density Residential for these properties. This application does not involve a request to amend the City's Land Use Element of the General Plan or the Zoning Map.

b. This request does not involve any requests to circumvent any City ordinances, policies, City Council directives, or any other procedure that is approved and practiced by the City.

c. Approval of the MDA amendment will constitute Concept Plan Review. Site Plan and/or Preliminary and Final Plat applications will be required for the undeveloped portions of property.

8. **Additional Requirements.** A Master Development Agreement shall generally conform to the requirements found in this Chapter pertaining to the contents of a development agreement, as appropriate, as well as the following requirements:
   a. The Master Development Agreement shall establish the general land uses in the project, the total number of residential dwellings, the estimated square footage of structures used for non-residential purposes, the general off-site utility and public infrastructure required, and any general phasing for the development of the Master Development Plan area.
   b. The Master Development Agreement shall include provisions for phasing of improvements and the timing of the construction of public infrastructure.
   c. The City may enter into performance-based reimbursement arrangements, shared funding mechanisms, or other methods if and when the City's long-term capital facility needs are served by such methods in accordance with the requirements of Section 19.13.07.

Staff Findings:

The amendment to the Master Development Agreement establishes the general land uses in the project as low and medium density residential uses and an assisted living facility. Plats A and B of have been recorded. Plat C has been approved and will be recorded soon. The plans indicate the proposed lot sizes for the remaining development to be 9,000 square feet in the R-3 zone and 6,000 square feet in the R-6 zone. The plans also indicate a 65,148 square foot assisted living facility and a 7,744 square foot clubhouse, 56 single story units for senior living, 20 single family lots in the R-6 zone and 94 remaining lots in the R-3 zone (188 lots total in the R-3 zone). The off-site utilities have already been installed, except for the master planned storm drain line along the undeveloped 400 North frontage and an off-site secondary water line.

a. The applicant would like to complete the development over the next seven years and has requested that the amended MDA have a term of seven years.

b. The Master Development Agreement outlines the requirements for improvements of public infrastructure. As the project develops, the associated infrastructure will be required with each phase of development.

c. This amendment may result in the need for reimbursements or shared funding mechanisms. However, these details can be worked out with the Preliminary Plat applications.

<u>19.04.13</u>

Section 19.04.13 outlines the requirements within the R-3 zone.

Staff finding: *The applicant is requesting variations to the lot size requirements. All other requirements of the base zone will be met.*

Section 19.04.13(4)(b) allows the City Council to consider lot size reductions and outlines criteria for such, as stated below.

b. Residential lots may be proposed that are less than 10,000 square feet as indicated in this Subsection.
   i. The City Council may approve a reduction in the lot size if it finds that such a reduction serves a public or neighborhood purpose such as:
      1. a significant increase in the amount or number of parks and recreation facilities proposed by the developer of property in this zone;
      2. the creation of significant amenities that may be enjoyed by all residents of the neighborhood;
      3. the preservation of sensitive lands (these areas may or may not be eligible to be counted towards the open space requirements in this zone – see the definition of "open space" in § 19.02.02); or
      4. any other public or neighborhood purpose that the City Council deems appropriate.
   ii. In no case shall the overall density in any approved project be increased as a result of an approved decrease in lot size pursuant to these regulations.
   iii. In making its determination, the City Council shall have sole discretion to make judgments, interpretations, and expressions of opinion with respect to the implementation of the above criteria. In no case shall reductions in lot sizes be considered a development right or a guarantee of approval.
   iv. In no case shall the City Council approve a residential lot size reduction greater than ten percent notwithstanding the amenities that are proposed.

Staff finding: *The applicant is requesting a minimum lot size of 9,000 square feet because of the original configuration of the park which has the park surrounded by public streets and does not have any building lots adjacent to the park. The applicant is also requesting approval of a minimum lot size of 9,000 square feet because they are preserving 1.72 acres for Mountain View Corridor. The reduction in lot sizes serves a public purpose because it will allow the dedication of the right-of-way for the future Mountain View Corridor. Without the reduced lot sizes, the developer is not willing to dedicate this right-of-way. Preserving future rights-of-way is a public purpose and will help meet the future transportation needs of the residents of Saratoga Springs.*

19.04.16

Section 19.04.16 outlines the requirements within the R-6 zone.

Staff finding: *The assisted living facility is a conditional use within this zone and the applicant must apply for a conditional use permit for this use. The proposed concept plan for the property within the R-6 zone has been reviewed against the R-6 zoning requirements and it appears that all requirements of the base zone have been met. The requirements will be reviewed again when a preliminary plat and/or site plan application is submitted.*

I. Recommendation and Alternatives:

Staff recommends that the City Council conduct a public hearing, discuss any public input received, and make the following motion:

I move to that the City Council approve the proposed Sierra Estates Master Development Plan and Agreement Amendment, approximately located at 350-600 West and 400 North, based on the findings listed below and subject to the conditions listed below:

Findings

1. The decision to approve or deny the application for a development agreement is a legislative land use decision. As a result, for the Council's decision to be valid, it must be reasonably debatable that the development agreement could promote the general welfare. In other words, there must be a reasonable basis for the Council's decision.
2. The existing development agreement was extended for one year and is in effect until October 2014.

3. The existing development agreement states that the approval is for 184 single family lots and the option to pursue a senior housing development. 184 lots seems to be an error in the text of the agreement since supporting exhibits and staff reports indicate 232 lots and an option to pursue a senior living development on a portion of the property.
4. A portion of the project (13.84 acres) was zoned to R-6 in 2007.
5. The R-3 zoned portion of the development has an overall density of 2.52 units per acre, which is incompliance with the R-3 zone and the Land Use Element of the General Plan, as identified in Section F and G of this report.
6. The R-3 zone requires 10,000 square foot lot minimums. The proposed plans indicated 9,000 square foot lots in the remaining R-3 zoned portion of the development. The City Council may approve a reduction in the lot size if it finds that such a reduction serves a public or neighborhood purpose such as "any other public or neighborhood purpose that the City Council deems appropriate."
7. The developer was previously granted a lot size reduction to 9,000 square feet because of the configuration of the park. Surrounding the park with public streets rather than private lots is an appropriate public or neighborhood purpose.
8. The preservation of 1.72 acres for Mountain View corridor is also an appropriate public or neighborhood purpose that justifies the approval of the lot size reduction.
9. The R-6 zoned portion of the development has an overall density of 5.49 units per acre, which is in compliance with the R-6 zone and the Land Use Element of the General Plan, as identified in Section F and G of this report.
10. The proposed plans indicate 20 single family lots of 6,000 square feet in size in the R-6 zoned portion of the project. The R-6 zone allows 6,000 square foot lots.
11. The proposed plans indicate 76 attached units that are either a duplex or a triplex. These are proposed to be single story units. Duplexes and Triplexes are a permitted use in the R-6 zone. The recent changes to the General Plan that limit housing types have been considered and these units are proposed to be single-story units.
12. The proposed assisted living facility is listed as a conditional use in the R-6 zone. A conditional use permit application may be pursued for this use.
13. The proposal meets the open space requirements for the R-3 and R-6 zones.

Conditions:

1. That all requirements of the City Engineer are met, including those listed in the attached report.
2. That all requirements of the Fire Chief are met.
3. A site plan and/ or preliminary plat and final plat applications will be required for all remaining phases of development.
4. That the neighboring agricultural uses and rights be stated on the future plats.
5. That the Concept Plan for the Senior Housing project come back at a future date for additional review.
6. Any other conditions as articulated by the City Council:

_____

J. Alternatives

Alternative Motion A

I move to **continue** the item to another meeting, with direction to the applicant and Staff on information and / or changes needed to render a decision, as follows:

_____

_____

_____

_____

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Alternative Motion B
Based upon the analysis in the Staff Report and information received from the public, I move to deny the Stillwater Master Development Agreement Amendment. Specifically, I find the application does not promote the general welfare for the following reasons:

List findings for denial:

_____

_____

_____

_____

K. Exhibits:

1. City Engineer's Report
2. Location & Zone Map
3. Original MDA
4. Staff report supporting original MDA, stating 232 units
5. Original MDA Map, enlarged
6. Plat A, Plat B, Plat C
7. Master Development Amendment Agreement
8. Exhibits for Master Development Amendment Agreement
    a. Exhibit of Overall Project
    b. Senior Housing and Assisted Living Facility Concept Plan (R-6 zone)
    c. Remaining R-3 property Concept Plan

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City Council
Staff Report

Author: Jeremy D. Lapin, City Engineer
Subject: Sierra Estates Master Development Plan
Date: February 27, 2014
Type of Item: Master Development Plan Amendment

CITY OF
SARATOGA SPRINGS

Description:

A. Topic: The applicant has submitted a Master Development Plan application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant:	*Stephen Sowby- Sunset Mountain Properties, LP*
Request:	*Master Development Plan Amendment*
Location:	*400 North between 350 and 600 West*
Acreage:	*188 units on 74.58 acres within the R-3 zone and 76 units and an assisted living facility on 13.84 acres within the R-6 zone*

C. Recommendation: Staff recommends approval of the amended master development plan subject to the applicant addressing and incorporating the following findings and conditions into the master development agreement and into the construction drawings.

D. Proposed Items for Consideration:

A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings prior to receiving Final approval from the City Council.

B. This project will need to complete all frontage improvements along 400 North per City and AASHTO standards. A minimum of 15:1 taper shall be provided when transitioning from the existing cross section to the new City standard for a collector road (77').

C. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project. Mitigation shall be provided for the existing flood irrigation that occurs to the west of the project. Tail water must be cleaned to remove suspended solids prior to discharge into the City's storm drain system.

D. Incorporate a grading and drainage design that protects homes from upland

flows.

E. 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. Storm water must be cleaned to remove 80% of the total suspended solids 110 microns and larger.

F. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.

G. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the construction drawings.

H. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.

I. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.

J. Developer is required to ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.

K. The MDA document shall identify and label all surrounding property ownership.

L. The MDA document shall provide an exhibit to accompany the legal description.

M. The MDA shall remove reference to the off-site irrigation line and instead conform with the City's Secondary Water Master plan showing a future 16" waterline in 400 North.

N. The developer shall show the dedication to the City of the area preserved for Mountain View Corridor. This area shall be dedicated with the recordation of the adjacent phase.

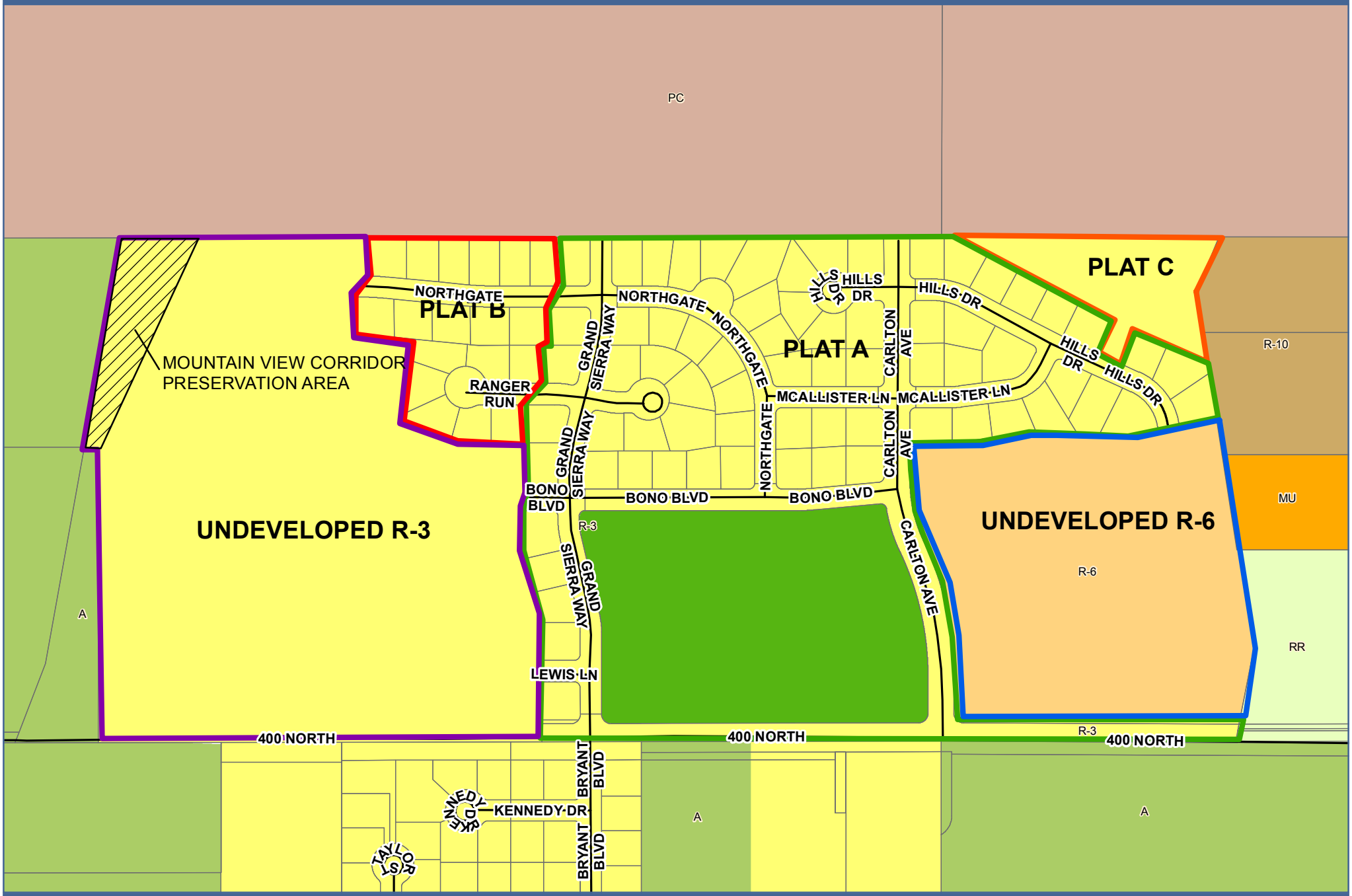
O. Road names shall be verified with the City's GIS department as compliant with City standards.

P. Developer shall ensure all road layouts comply with City road design standards.

Q. Developer shall ensure access spacing along 400 North complies with the City standards outlined in the Transportation Master Plan. This also includes the spacing of intersections and drive approaches on the Senior Housing property.

R. Developer shall continue the installation of the 54" storm drain line in 400 North along all developed project frontage.

Location Map



SIERRA ESTATES, MASTER DEVELOPMENT AGREEMENT AMENDMENT

0 145 290 580 Feet

MASTER DEVELOPMENT PLAN AGREEMENT
FOR
SIERRA ESTATES "A"

THIS MASTER DEVELOPMENT PLAN AGREEMENT is enter into effective as of October 10, 2006, by and between the CITY OF SARATOGA SPRINGS (the "City") and Patterson Construction Inc. ("Developer").

ENT 112973:2007 PG 1 of 13
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Aug 03 3:35 pm FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

RECITALS:

A. Developer owns or has contract rights to purchase the land hereinafter described which is located within the City ("Developer's Land") that Developer desires to develop in accordance with the Master Development Plan hereinafter set out.

B. Developer has proposed a Master Development Plan for the development of Developer's Land, which has been or is being reviewed and approved by the City's Planning Commission and the City Council concurrent with this Agreement.

C. This Agreement is being entered into by the City and Developer to set out Developer's rights and obligations with respect to the development of Developer's Land pursuant to the Master Development Plan and the City's ordinances, guidelines and policies.

D. Developer acknowledges that the City is relying on the faithful performance by Developer of the terms and conditions of this Agreement in consideration of the land uses and development rights for Developer's Land approved in this Agreement and in the Master Development Plan. The City acknowledges that Developer is relying on the continuing validity of this Agreement and the Master Development Plan with respect to the densities and uses as hereinafter set out in exchange for Developer's commitment to the expenditure of substantial funds for the improvements and facilities that Developer is obligated to provide pursuant to this Agreement.

AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, terms and conditions hereinafter set out as well as the consideration set forth in the Recitals, the parties hereby Agree as follows:

I. DESCRIPTION OF DEVELOPER'S LAND AND MASTER DEVELOPMENT PLAN

1.1. Legal Description of Developer's Land. The legal description of Developers Land which is covered by this Agreement and the Master Development Plan is attached as Exhibit A to this Agreement and is incorporated into this Agreement by this reference. No property may be added to this Agreement or the Master Development Plan except by written amendment of this Agreement upon approval by the Planning Commission and the City Council in accordance with the City's ordinances, policies and guidelines in effect at the time of such amendment.

1.2. Master Development Plan. The Master Development Plan Approved by the City concurrent with this Agreement provides for the proposed development of 90.15 acres of property for a 10.87 acre park and one hundred eighty four (184) single family residential units. The City Council also permitted the Developer to pursue an alternative plan, Exhibit B, wherein phase VI could be developed as an assisted living community for the elderly. The Master Development Plan sets out the general configurations, uses and densities for development of Developer's Land as well as the general location of roads, parks and other public, quasi public and private facilities to be constructed on Developer's Land.

The phasing of the development of Developer's Land shall be as provided in the Master Development Plan and this Agreement.

II. ACTIONS AND APPROVALS BY CITY

2.1. General Plan Map and Zoning. The Developer's Land is zoned (R3) Low Density Residential.

2.3. Approval of Master Development Plan and This Agreement. The Planning Commission has recommended, after appropriate notice and hearings, that the Master Development Plan attached to and incorporated by this Agreement be approved subject to the terms, conditions and requirements of this Agreement, including the Design Standards attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council hereby approves the Master Development Plan attached to and incorporated in this Agreement subject to the terms, conditions and requirements of this Agreement, including the Design Standards and other Exhibits attached to this Agreement. Based upon the recommendation of the Planning Commission and after public hearing and notice as required by the City's Development Code, the City Council approves this Agreement and authorizes and directs the Mayor to execute this Agreement for and on behalf of the City.

2.4. Rights and Obligations under Master Development Plan. Subject to the terms and conditions of this Agreement, Developer shall have the vested right to preliminary and final subdivision and site plan approval to develop Developer's Land in the manner provided in the approved Master Development Plan and this Agreement. The Master Development Plan shall be deemed to constitute Concept Plan Approval for all developments provided for in the Master Development Plan. Developer shall be required to apply for and obtain approval for each subdivision and/or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Development Code except as otherwise expressly provided in the Master Development Plan and this Agreement. Except as otherwise expressly provided, the requirements of this Agreement, the Master Development Plan and the Design Standards shall be in addition to and not in lieu of the requirements of the City Development Code and the City's other ordinances, regulations and guidelines. Developer's vested right of development of Developer's Land pursuant to this Agreement and the Master Development Plan is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions and obligations of Developer under this Agreement, the Master Development Plan, the Design Standards and the other Exhibits attached to this Agreement.

2.5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of police power of the City Council in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the City Council to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights described in Section 2.4 based upon policies, facts and circumstances meeting the compelling and countervailing public interest exception to the vested rights doctrine of the State of Utah. Any proposed change affecting the vested rights of Developer under this Agreement shall be of general application to all development activity in the City; and, unless the City Council declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the development of Developer's Land under the compelling, countervailing public policy exception to the vested rights doctrine.

2.6 Design Guidelines. Prior to the recordation of any plats, the Developer will submit architectural plans and designs standards in accordance with Section 19.13.050 of the City's Development

Code. In addition, the Developer will provide landscaping and fencing plans in accordance with the Master Development Plan requirements set forth in Section 19.13.080.

III. INFRASTRUCTURE, DEDICATIONS AND FEES

3.1. Compliance With Water Utilities Ordinance.

3.1.1. Water Rights for Development. Developer shall acquire from or convey to the City water rights sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Such water rights for culinary water requirements must be purchased from or through the City unless the City agrees to other arrangements in advance. Developer either will purchase secondary water rights through the City or with prior approval of the City will acquire and convey to the City water rights from other parties to meet the secondary water right requirements for development of Developer's Land. Such water rights for culinary water requirements must be approved for municipal uses with approved sources from a well or wells at location(s) designated by the City. Water rights for secondary water requirements must be approved for municipal and/or irrigation uses with approved sources approved by the City. Prior to acceptance of the water rights that Developer proposes to convey to the City without purchasing the same from or through the City, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right which it determines to be insufficient in annual quantity or rate of flow or has not been approved for change to municipal purposes within the City by the Utah State Engineer. In determining the quantity of water available under the water right proposed to be conveyed to the City, the City will evaluate the priority of the water rights and the historic average quantities of water available to the water rights as determined by the State Engineer. Developer shall reimburse the City for the costs of the City's consultants to review the water rights proposed for conveyance to the City. If not previously so approved, the City will require an approved application for change of use and/or change of point of diversion to a source approved by City, as applicable, by the State Engineer in order to quantify and verify the water rights prior to final plat approval for any development to be served by said water rights. In the event such applications are filed in the City's name, the City may require its consultants to be involved in the administrative proceedings and any subsequent legal proceedings and Developer shall reimburse the City for the fees of such consultants. Any water rights that the Developer currently proposes to convey to the City, as well as the agreed arrangements for review and approval of such water rights, are set out in Exhibit D-1 to this Agreement.

3.1.2. Water Facilities for Development. Developer shall acquire from or convey to the City water facilities or water facilities capacities, including water sources and storage and distribution facilities, sufficient for the development of Developer's Land as provided in the Master Development Plan in accordance with the City's Water Utilities Ordinance. Culinary water service will be provided to the Developer's Land by water facilities owned by the City. Unless other arrangements are agreed to by the City and the Developer, Developer shall acquire culinary water facilities to meet this requirement by paying to the City the water connection fee being charged by the City. Such culinary water connection fee may be paid at the time a building permit is issued for the development pursuant to the Master Development Plan. Secondary water service will be provided to the Developer's Land by water facilities owned by the City. The City does not currently have water facilities necessary to provide secondary water service to Developer's Land. Developer may be required to assist in building water facilities for secondary water service by prepaying secondary water connection fees. If the City is unable to construct water facilities to provide secondary water service to Developer's Land without further assistance from Developer, Developer will either have to assist the City further in construction of secondary water facilities or delay development of Developer's Land until the City is able to build water facilities capable of providing secondary water service to Developer's Land. In the event that Developer is required to assist in the construction of water facilities beyond the amount of its total secondary water connection fees and

such secondary water facilities will also benefit other development in the City, the City will require the other benefited developments to reimburse Developer or otherwise bear their share of such excess costs on a basis hereafter agreed between the Developer and the City at the time such secondary facilities are constructed. In lieu of delaying development of Developer's Land because the City is not able to build water facilities capable of providing secondary water service to Developer's Land, Developer may, with the consent of the City, purchase sufficient culinary water connections to provide for the secondary water requirements for the development of Developer's Land. In the event that Developer purchases culinary water connections for its secondary water requirements, Developer shall not be entitled to any credit, reimbursement or return of the culinary connections utilized for secondary water purposes in the event the City subsequently builds water facilities capable of providing secondary water service to Developer's Land.

3.2. Other Improvements and Infrastructure.

3.2.1. Sewer. Sewer service to the development covered by the Master Development Plan shall be provided by the City in accordance with the ordinances and rules and regulations of the City and Timpanogos Special Service District ("Timpanogos"). Developer shall install all sewer lines within said developments, as well as any offsite sewer lines or other improvements to be constructed or otherwise provided by Developer, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The construction of onsite sewer lines and any offsite sewer improvements to be provided by Developer shall be completed and approved and accepted by the City prior to the City being required to provide sewer service to such developments.

3.2.2. Storm Drains. Storm water from the development of Developer's Land will be detained and will be released from Developer's Land at a maximum rate equal to the lesser of the historical rate or the rate allowed by the City's standards. Developer may be required to obtain and provide to the City a storm drain discharge easement from any property owner affected by the proposed discharge of storm water off of Developer's Land. Developer will provide for any existing natural storm water drainage and/or drainage channels across Developer's Land as required by the City Engineer. Developer shall construct storm drains within the development covered by the Master Development Plan, as well as any offsite storm drain improvements to be constructed by Developer, in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The phasing of the construction and completion of such storm drain improvements shall be approved, dedicated and accepted by the City.

3.2.3. Roads. All roads to be constructed on or to provide access and other needs resulting from the development of Developer's Land in Accordance with the Master Development Plan shall be constructed in accordance with the ordinances and rules and regulations of the City and as directed by the City Engineer. The construction of onsite roads shall be governed by the Subdivision Development Agreement or other applicable agreement for each subdivision or phase of development. For purposes of maintaining roads, landscaping and other common elements, an Owners association will be formed with the first phase of the development. All roads to be dedicated to the City shall be dedicated to the City upon recording of the each final subdivision plat for roads covered by each subdivision plat and any and all other roads to be built by Developer.

3.2.4. Parks and Open Space. All public open space, including the 10.87 acre park, shall be dedicated and/or conveyed to the City to assure the long-term preservation of the same. The cost to improve the 10.87 acre park shall be the obligation of the City. However, the Developer agrees to bond for and construct the detention ponds located within and identified on the Master Development Plan. Developer shall remain responsible for the maintenance and/or operation of the detention ponds for two years after acceptance of the improvements by the City.

3.2.5. Street Lighting SID. Developer's Land shall be added to the City's Street Lighting Special Improvement District ("Lighting SID") for the maintenance of the street lighting. The addition of Developer's land will be with the consent of the Developer after the City Council finds that inclusion of the lots in the subdivision on Developer's Land will not adversely affect the owners of properties already within the Lighting SID. Developer's consent Developer's Land being included in the Lighting SID will be a condition to final plat approval for the subdivision of Developer's Land. The Lighting SID is not for the installation of street lights but is for the maintenance of the street lights that Developer will be required to install as part of the subdivision improvements required by the City.

3.3. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developer shall be for development covered by the Master Development Plan. All capacity reservations for development covered by the Master Development Plan shall terminate as soon as such development loses its approved status for failure to develop within the time allowed under this Agreement or for any other reason. Upon termination of the reservation of capacities for Developer, the City may make such capacities available for use by other development within the City that can use such capacities and, in such event, Developer shall be reimbursed for such capacities used by others.

3.4. Title - Easements for Improvements. Developer shall acquire and shall dedicate and/or convey to the City all land, rights of way and easements associated with the public facilities and/or improvements to be provided by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of the land, rights of way and easements to be acquired and/or dedicated and conveyed to the City under this Agreement. Developer shall acquire and provide to the City Attorney, for his review and approval, a title report from a qualified title insurance company covering such land, rights of way and easements. Developer shall consult with the City Attorney and obtain the City Attorney's approval of all instruments used to acquire such land, rights of way and easements and to convey and dedicate the same to the City and/or the Owners Association.

3.5. Impact Fees and Water Connection Fees. Impact fees for roadways, storm drainage, wastewater, parks and open space and public safety facilities shall be imposed on all subdivision lots or other development covered by the Master Development Plan in accordance with the City's Impact Fee Ordinance and shall be paid prior to the issuance of a building permit for any such development. Connection fees for culinary and secondary water shall be paid prior to the issuance of a building permit for any such development, except as they may be otherwise paid by prior arrangements between the City and the Developer.

3.6. Sewer Fees. Timpanogos requires payment of a Capital Facilities Charge which is subject to change from time to time. The Capital Facilities Charge is currently collected by the City but may hereafter be collected directly by Timpanogos and may hereafter be collected as a Capital Facilities Charge or as an impact fee. Developer acknowledges and agrees that said Capital Facilities Charge or impact fee by Timpanogos is separate from and in addition to sewer connection fees and sewer impact fees imposed by the City and that payment of the Timpanogos Capital Facilities Charge and the impact fee and connection fees imposed by the City for each connection is a condition to the City providing sewer service to the lots, residences or other development covered by the Master Development Plan.

3.7. Other Fees. The City may charge other fees that are generally applicable, including but not limited to standard subdivision, site plan and building permit review fees for improvements to be constructed pursuant the Master Development Plan.

IV. PHASING AND TIMING OF DEVELOPMENT - TERM OF AGREEMENT - DEFAULT

4.1. Phasing and Timing of Development. Currently, the Developer's project has been approved for building permits on seventy-one (70) lots. This limitation is due to the current deficiency in the City's secondary water system. At such time as secondary water facilities are installed that would allow for continued development or the City otherwise agrees to provide secondary water service to the development, the Developer agrees to provide phasing plans with future subdivision plat submittals.

4.3. Term of Agreement. The term of this Agreement shall commence on the effective date of receiving City Council approval and shall continue for a period of 7 years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement and all capacity reservations for any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement shall terminate at the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met.

4.4. Default - Remedies. If either party believes the other party to be in breach of any material term, event or condition of this Agreement, said party shall give the defaulting party 30 days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said default must be satisfactorily cured. After proper notice and expiration of said 30 day cure period, the non-defaulting party shall be entitled to all rights and remedies provided in this Agreement or available at law and in equity, including injunctive relief, specific performance and/or damages, including but not limited to, it's reasonable attorney's fees and costs. In addition, if the City believes Developer to be in breach of this Agreement or any approval or agreement covering the development covered by this Agreement, the City may, after notice as herein provided, refuse to grant any further approvals, licenses, permits or other rights under this Agreement or any other agreement related to this Agreement until such default is cured. Any failure to meet the phasing schedule that results from the City's refusal to grant additional approvals as a result of breeches by Developer shall not excuse Developer from comply in the Phasing Schedule and may result in the City terminating this Agreement as provided in Section 4.1.

V. GENERAL TERMS AND CONDITIONS

5.1. Agreement to Run with the Land. This Agreement shall be recorded against Developer's Property as described in Exhibit A hereto. The agreements contained herein shall be deemed to run with the land and shall be binding on all successors in ownership of Developer's Land.

5.2. Assignment. Any transfer of lots in recorded subdivisions shall not require the approval by the City. Developer shall be entitled to transfer any portion of Developer's Land subject to the terms and conditions of this Agreement upon written notice to and written consent of the City, which consent shall not be unreasonably withheld, upon such transferee providing information to satisfy the City that such transferee has the ability and resources to meet the obligations of this Agreement as to the land being transferred. In the event of any transfer of less than all of Developer's Land, the transferee shall be deemed to be the developer for all purposes with respect to the land so transferred and the rights and obligations directly related to the transferred land. Developer shall remain responsible for all obligations under this Agreement with respect to the remainder of Developer's land and any obligations under this Agreement not expressly assumed by the transferee, upon approval by the City.

5.3. Notices. Any notice given under this Agreement shall be in writing and shall be delivered personally, be sent by facsimile transmission ("Fax") or be mailed by first class or express mail, addressed as follows:

To City:	City of Saratoga Springs Attention: City Manager 1307 North Commerce Drive, Suite 200 Saratoga Springs, Utah 84043 Fax No. (801) 766-9794
To Developer:	Patterson Homes, Inc Attention: Wayne Patterson 11009 North 6400 West Highland, Utah 84003 Fax No. (801) 763-8897
With a copy to:	Dan Van Woerkom 2975 Executive Parkway, Suite 200 Lehi, UT 84043 Fax No. (801) 407-8331

or at such other address as any party may designate by written notice to the other party as herein provided. Notice shall be deemed given when actually received if personally delivered; if by fax, when the fax is received, except that if the fax is received after normal business hours of the office at which it is received, on the next regular business day; and if by mail, the earlier of the day actually received or the third business day after the notice is deposited in the United States mail properly addressed and postage prepaid.

5.4. Covenant for Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.

5.5. Entire Agreement. This Agreement, the Exhibits hereto, and the instruments and documents referred to herein set forth the entire agreement between the City and Developer and supersede all prior negotiations, dealings, and agreements by the parties as to the matters herein addressed.

5.6. Relationship of Parties - No Third Party Beneficiaries. The contractual relationship between the City and Developer arising under this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the development of Developer's Land under this Agreement and the Master Development Plan is a private development; (b) the City has no interest in or responsibilities for or duty to third parties concerning any improvements on Developer's Land unless the City accepts the dedication of the improvements pursuant to the terms of this Agreement or in connection with final subdivision plat or site plan approval; and (c) Developer shall have full power over and exclusive control of Developer's Land subject to the obligations of Developer under this Agreement.

5.7. Waiver. No failure or delay in exercising any right, power or privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

5.8. Time. Time is of the essence of this Agreement.

5.9. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of have access to Developer's Land and all development pursuant the Master Development Plan during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

5.10. Construction. This Agreement shall be governed as to validity, enforcement, construction, effect and in all other respects by the laws of the State of Utah. The parties agree and understand that the obligations imposed under this Agreement are only such as are consistent with state and federal law. The parties also agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provisions of this Agreement.

5.11. Survival of Developer's Obligations. Developer's obligations and responsibilities under this Agreement shall survive and continue beyond termination of this Agreement as to subdivisions and/or site plans that have been given final approval and have been recorded and for all offsite or other improvements that Developer was obligated to construct or make in connection with or as a condition of such final approval. [Notwithstanding any provision of this Agreement or law to the contrary and as partial consideration of the City entering into this Agreement, the parties agree that Developer is obligated to provide the improvements, dedications and significant benefits and incorporated herein even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Agreement.]

IN WITNESS WHEREOF, this Agreement has been execute by the City of Saratoga Springs, acting by and through the City Council, and by a duly authorized representative of Developer as of the above stated date.

CITY OF SARATOGA SPRINGS

By: Timothy L. Parker
Mayor

Attest:

Dori Yates
City Recorder

CITY of SARATOGA SPRINGS
CORPORATE SEAL
STATE OF UTAH

DEVELOPER

By: _____

Its: MANAGER

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2006, by _____ as Mayor and _____ as Recorder of the City of Saratoga Springs.

My commission expires: _____
Notary Public

Residing at: _____

STATE OF)
: ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 19 day of July, ~~2006~~ 2007, by Scott L. Dunn as Manager of Buckeye Properties.

DAVID L. COTTLE
NOTARY PUBLIC • STATE of UTAH
2372 NORTH 1420 WEST
PL. GROVE, UTAH 84062
COMM. EXPIRES 1-7-2010

My commission expires: 1/7/2010

David L Cottle
Notary Public

Residing at: Pl. Grove

PATTERSON CONSTRUCTION

SIERRA ESTATES LEGAL DESCRIPTION

COMMENCING AT A POINT WHICH IS LOCATED AT THE EAST QUARTER CORNER OF SECTION 22, TO WNSHIP 5 SOUTH, RANGE I WEST SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°43'03" EAST 779.54 FEET; THENCE NORTH 30.18 FEET; THENCE NORTH 10°56' 00" EAST 219.24 FEET; THENCE NORTH 08°54'00" WEST 263.84 FEET; THENCE WEST 2.40 FEET; THENCE NORTH 08°54'00" WEST 689.00 FEET; THENCE NORTH 22°44'59" EAST 154.07 FEET; NOR TH 89°58'26" WEST 868.14 FEET; THENCE SOUTH 89°54'49" WEST 889.72 FEET; THENCE SOUTH 8 9°54'49" WEST 1130.32 FEET; THENCE SOUTH 07°41'35" WEST 100.61 FEET; THENCE SOUTH 10°11'51" WEST 457.00 FEET; THENCE EAST 36.53 FEET; THENCE SOUTH 777.24 FEET; NORTH 89°53'17" E AST 1185.95 FEET; THENCE NORTH 89°53'18" EAST 889.58 FEET; THENCE NORTH 89°53'17" EAST 1 39.60 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 90.15 ACRES.

SIERRA ESTATES - PHASING SCHEDULE

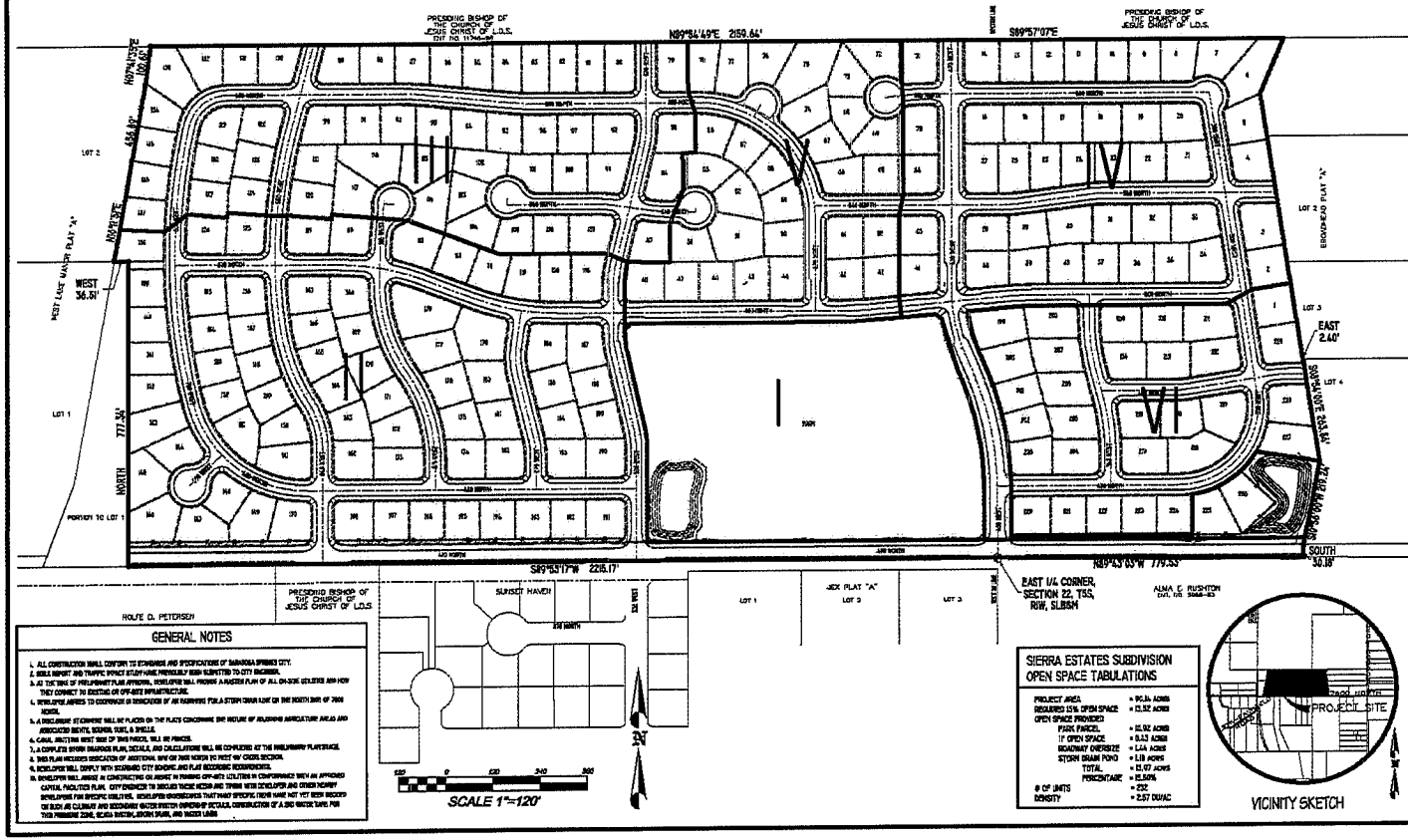
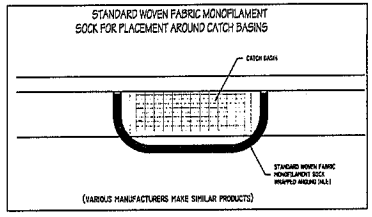
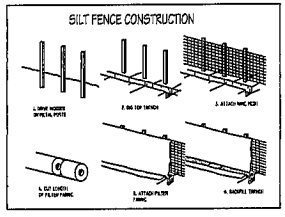
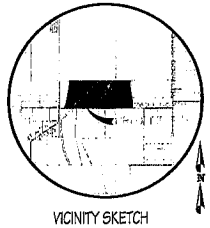


Exhibit C – Alternative Plan Option

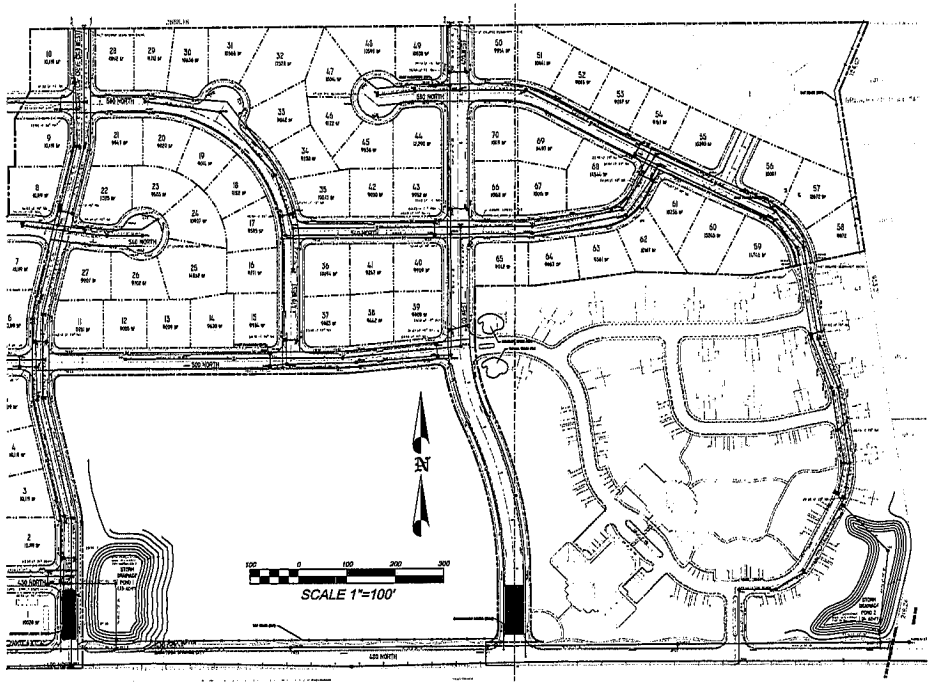
SIERRA ESTATES - PHASE II







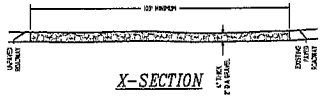
VICINITY SKETCH



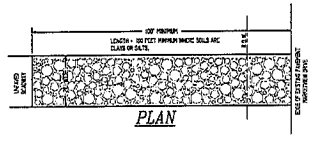
STABILIZED CONSTRUCTION ACCESS

A STABILIZED CONSTRUCTION ENTRANCE APPLIES TO POINTS OF INGRESS AND EGRESS WHERE SEDIMENT MAY BE TRACKED OR FLOW OFF THE CONSTRUCTION SITE.

THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT INTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY MUST BE REMOVED IMMEDIATELY.



X-SECTION



PLAN

SOWBY & BERG CONSULTANTS
45 NORTH 400 WEST (801) 492-1777
AMERICAN FORK, UTAH 84003

SIERRA ESTATES - PHASE II
STORM WATER POLLUTION PREVENTION PLAN

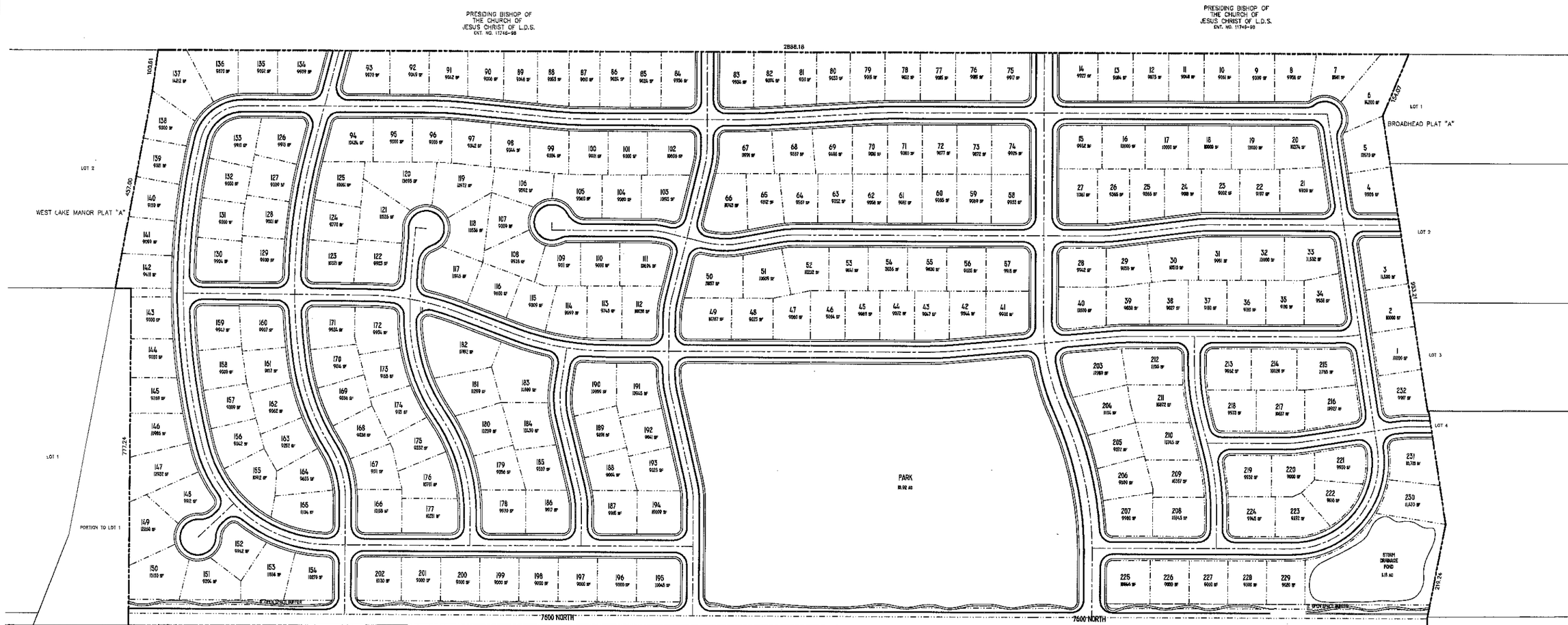
PATTERSON CONSTRUCTION INC.
11009 NORTH 6400 WEST
HIGHLAND, UT 84003

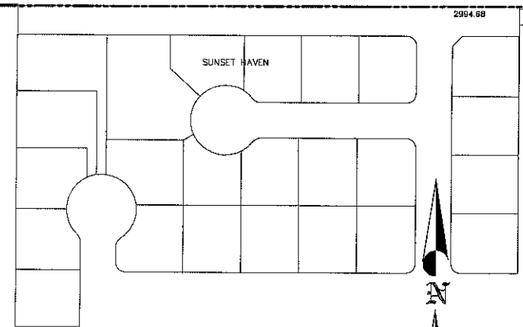
NO.	REVISIONS
1	
2	
3	
4	
5	
6	

DATE
11 JUL 2006

SHEET NUMBER
SE13

SIERRA ESTATES - MASTER PLAN



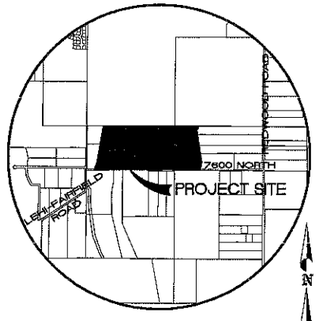


GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF SARATOGA SPRINGS CITY.
2. SOILS REPORT AND TRAFFIC IMPACT STUDY HAVE PREVIOUSLY BEEN SUBMITTED TO CITY ENGINEER.
3. AT THE TIME OF PRELIMINARY PLAN APPROVAL, DEVELOPER WILL PROVIDE A MASTER PLAN OF ALL ON-SITE UTILITIES AND HOW THEY CONNECT TO EXISTING OR OFF-SITE INFRASTRUCTURE.
4. DEVELOPER AGREES TO COOPERATE IN DEDICATION OF AN EASEMENT FOR A STORM DRAIN LINE ON THE NORTH SIDE OF 7600 NORTH.
5. A DISCLOSURE STATEMENT WILL BE PLACED ON THE PLATS CONCERNING THE NATURE OF ADJOINING AGRICULTURE AREAS AND ASSOCIATED SIGHTS, SOUNDS, DUST, & SMELLS.
6. CANAL ABUTTING WEST SIDE OF THIS PARCEL WILL BE FENCED.
7. A COMPLETE STORM DRAINAGE PLAN, DETAILS, AND CALCULATIONS WILL BE COMPLETED AT THE PRELIMINARY PLAN STAGE.
8. THIS PLAN INCLUDES DEDICATION OF ADDITIONAL R/W ON 7600 NORTH TO MEET 96' CROSS SECTION.
9. DEVELOPER WILL COMPLY WITH STANDARD CITY BONDING AND PLAT RECORDING REQUIREMENTS.
10. DEVELOPER WILL ASSIST IN CONSTRUCTING OR ASSIST IN FUNDING OFF-SITE UTILITIES IN CONFORMANCE WITH AN APPROVED CAPITAL FACILITIES PLAN. CITY ENGINEER TO DISCUSS THESE NEEDS AND TIMING WITH DEVELOPER AND OTHER NEARBY DEVELOPERS FOR SPECIFIC UTILITIES. DEVELOPER UNDERSTANDS THAT MANY SPECIFIC ITEMS HAVE NOT YET BEEN DECIDED ON SUCH AS CULINARY AND SECONDARY WATER SYSTEM OWNERSHIP DETAILS, CONSTRUCTION OF A 2ND WATER TANK FOR THIS PRESSURE ZONE, SCADA SYSTEM, STORM DRAIN, AND WATER LINES

SIERRA ESTATES SUBDIVISION OPEN SPACE TABULATIONS

PROJECT AREA	= 90.14 ACRES
REQUIRED 15% OPEN SPACE	= 13.52 ACRES
OPEN SPACE PROVIDED	
PARK PARCEL	= 10.92 ACRES
II' OPEN SPACE	= 0.43 ACRES
ROADWAY OVERSIZE	= 1.44 ACRES
STORM DRAIN POND	= 1.18 ACRES
TOTAL	= 13.97 ACRES
PERCENTAGE	= 15.50%
# OF UNITS	= 232
DENSITY	= 2.57 DU/AC



VICINITY SKETCH

SORENSEN & DEERE CONSULTANTS
45 NORTH 490 WEST (801) 492-1277
AMERICAN FORK, UTAH 84003

SIERRA ESTATES - MASTER PLAN

PATTERSON CONSTRUCTION INC.
11009 NORTH 6400 WEST
HIGHLAND, UT 84003

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

DATE
08 FEB 2005

SHEET NUMBER
SE

Annexation and Master Development Plan
Staff Report

File Name:	Sierra Estates
Application Received:	July 15, 2003
Meeting Date:	February 22, 2005
Public Hearing Date:	February 22, 2005
County Parcel Number:	58:034:0119; 58:034:0292; 58:035:0028
Location:	1700 North 800 West
Development Area:	90.14 acres
Request:	Annexation and Master Development Plan
Owner/Applicant:	Patterson Construction
Agent:	Steve Sowby
Staff:	Dave Anderson, Planning Director

Purpose of Staff Report

The Land Development Code of the City of Saratoga Springs requires City Staff to prepare a written report of findings concerning any Master Development Plan application. This report provides preliminary information regarding the development of the above noted parcels of land. Further information will be provided at the City Council meeting through public testimony and oral reports. For reference, the review process applicable to this application is available in the Land Development Code, Chapter 19.13.080 and 19.17.

Recommendation

Staff recommends that the proposed request for an Annexation and Master Development Plan approval be granted based on the following findings and subject to the listed conditions:

Findings:

1.) That if the below provided condition is met, the proposed Master Development Plan is consistent with the provisions of the R-1 Zone of the Land Development Code.
2.) That the requested deviations from the standards for subdivisions in the R-1 zone are warranted and consistent with approvals the City has granted for other projects of this nature.

Conditions:

1.) That all requirements of the City Engineer be met before a Preliminary Plat is submitted.

Proposal

The developer of this property is proposing to develop a 232 lot single-family residential subdivision. The Annexation and Master Development Plan approval requests are the first steps of the development process for a project of this size.

Site Description

Site Layout

The site is located just north of 400 North (7600 North) approximately .5 miles west of Center Street (Redwood Road).

The proposal is for a standard subdivision in the R-1 Zoning District. Upon performing a preliminary review of this layout, staff has concluded that this proposal conforms to the City's provisions for standard subdivisions in the R-1 Zone.

One of the more substantial features represented on the plan is a 10.92-acre park planned for the southern boundary of the project along 400 North. In staff's opinion, the excellent configuration of this park and land dedication provided for the expansion of 400 North warrants the allowance of lots in the project being designed to less than 10,000 square feet in accordance with Section 19.04.100 (D) of the Land Development Code.

General Plan

The Land-Use Map of the General Plan shows the land-use designation for this property as Low Density Residential. The proposed development is consistent with this land-use designation.

Zoning

As part of the Annexation process, the applicant's have requested that R-1 Zoning be assigned to the property. Staff recommends that this request be granted as the applicant's proposal is consistent with the recently adopted Land-Use Element of the General Plan.

Conclusions

Applications for Annexation and Master Development Plan requests have been received by the City of Saratoga Springs, and meet the provisions governing Master Development Plans and Annexations as found in the Land Development Code, Chapter 19.13.080 and 19.17. A staff review has been completed confirming this, and staff recommends that the City Council approve this Annexation and Master Development Plan request in the February 22, 2005 City Council meeting.

Staff Contact:

Dave Anderson, Planning Director
Telephone: 801-766-9793
Fax: 801-766-9794
e-mail danderson@saratoga-springs.net

List of Attachments:

Attachment 1: Application Data Sheet
Attachment 2: Photo
Attachment 3: Proposed Master Development Plan
Attachment 4: Engineer's Report

Attachment 5: Draft Minutes from the Planning Commission's February 1, 2005 meeting
Attachment 6: Annexation Impact Report
Attachemnt 7: Proposed Master Development Plan Agreement

Application Data Sheet

Application Type	Annexation and Master Development Plan	**Application Date**	July 15, 2003
Details	Master Development Plan for a 232 Single Family Lot Subdivision		

Municipal Address:
County Parcel Number: 58:034:0119, 58:034:0292, 58:035:0028
Project Description: Plan A - 232 Lot Single Family Subdivision

Applicant: Patterson Development
Agent: Steve Sowby
Architect:
Engineer: Sowby and Berg Consultants
Landscape Architect:

Planning Designations:

General Plan Designation: Low Density Residential
Zoning: A
Height Limit: 35 feet

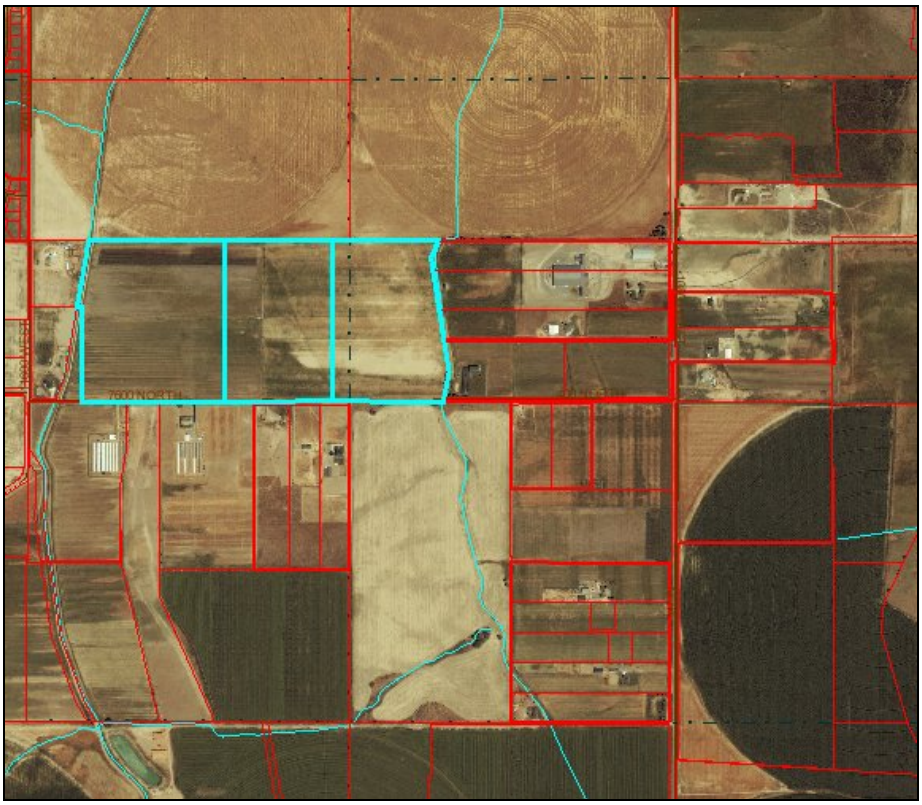
Project Information

Site Area: 90.14 acres
Frontage: Varies
Depth: Varies
Open Space: 14.16 acres
Open Space %: 16%
Building Footprint:
Residential area: 90.14 acres
Non-Residential area:
Lot Coverate %:
Parking Required: 0
covered 0
uncovered 0
Parking Provided: 0

Dwelling Units

Condominium: 0
Single Family: 232
Duplex: 0

Photo



SIERRA ESTATES - MASTER PLAN

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO STANDARDS AND SPECIFICATIONS OF SARATOGA SPRINGS CITY.
2. SOILS REPORT AND TRAFFIC IMPACT STUDY HAVE PREVIOUSLY BEEN SUBMITTED TO CITY ENGINEER.
3. AT THE TIME OF PRELIMINARY PLAN APPROVAL, DEVELOPER WILL PROVIDE A MASTER PLAN OF ALL ON-SITE UTILITIES AND HOW THEY CONNECT TO EXISTING OR OFF-SITE INFRASTRUCTURE.
4. DEVELOPER AGREES TO COOPERATE IN DEDICATION OF AN EASEMENT FOR A STORM DRAIN LINE ON THE NORTH SIDE OF 7600 NORTH.
5. A DISCLOSURE STATEMENT WILL BE PLACED ON THE PLATS EMBODYING THE NATURE OF ADJOINING AGRICULTURE AREAS AND ASSOCIATED NUISANCES, SMELL, DUST, & SPRAYS.
6. CANAL ADJOINING WEST SIDE OF THIS PARCEL WILL BE FENCED.
7. A COMPLETE STORM DRAINAGE PLAN, DETAILS, AND CALCULATIONS WILL BE COMPLETED AT THE PRELIMINARY PLAN STAGE.
8. THIS PLAN INCLUDES DEDICATION OF ADDITIONAL R/W ON 7600 NORTH TO MEET 78' CROSS SECTION.
9. DEVELOPER WILL COMPLY WITH STANDARD CITY BUILDING AND PLAT REQUIRING REQUIREMENTS.
10. DEVELOPER WILL ASSIST IN CONSTRUCTING OR ASSIST IN FUNDING OFF-SITE UTILITIES IN CONFORMANCE WITH AN APPROVED CAPITAL FACILITIES PLAN. CITY ENGINEER TO DISCUSS THESE NEEDS AND TIMING WITH DEVELOPER AND OTHER NEARBY DEVELOPERS FOR SPECIFIC UTILITIES. DEVELOPER UNDERSTANDS THAT MANY SPECIFIC ITEMS HAVE NOT YET BEEN DECIDED ON SEWER, CANALS AND SECONDARY WATER SYSTEM OWNERSHIP DETAILS. CONSTRUCTION OF A 2ND WATER TANK FOR

SIERRA ESTATES SUBDIVISION
OPEN SPACE TABULATIONS

PROJECT AREA	= 50.16 ACRES
REQUIRED 15% OPEN SPACE	= 10.52 ACRES
OPEN SPACE PROVIDED	
PARK PARCEL	= 10.92 ACRES
W/ OPEN SPACE	= 0.43 ACRES
ROADWAY OVERSIZE	= 1.44 ACRES
STORM DRAIN POND	= 1.8 ACRES
TOTAL	= 15.97 ACRES
PERCENTAGE	= 15.51%
# OF UNITS	= 232
DENSITY	= 2.31 DU/AC

SUMEY & BERG CONSULTING
45 SOUTH 100 WEST (801) 492-2
AMERICAN FORK, UTAH 84003

SIERRA ESTATES - MASTER PLAN

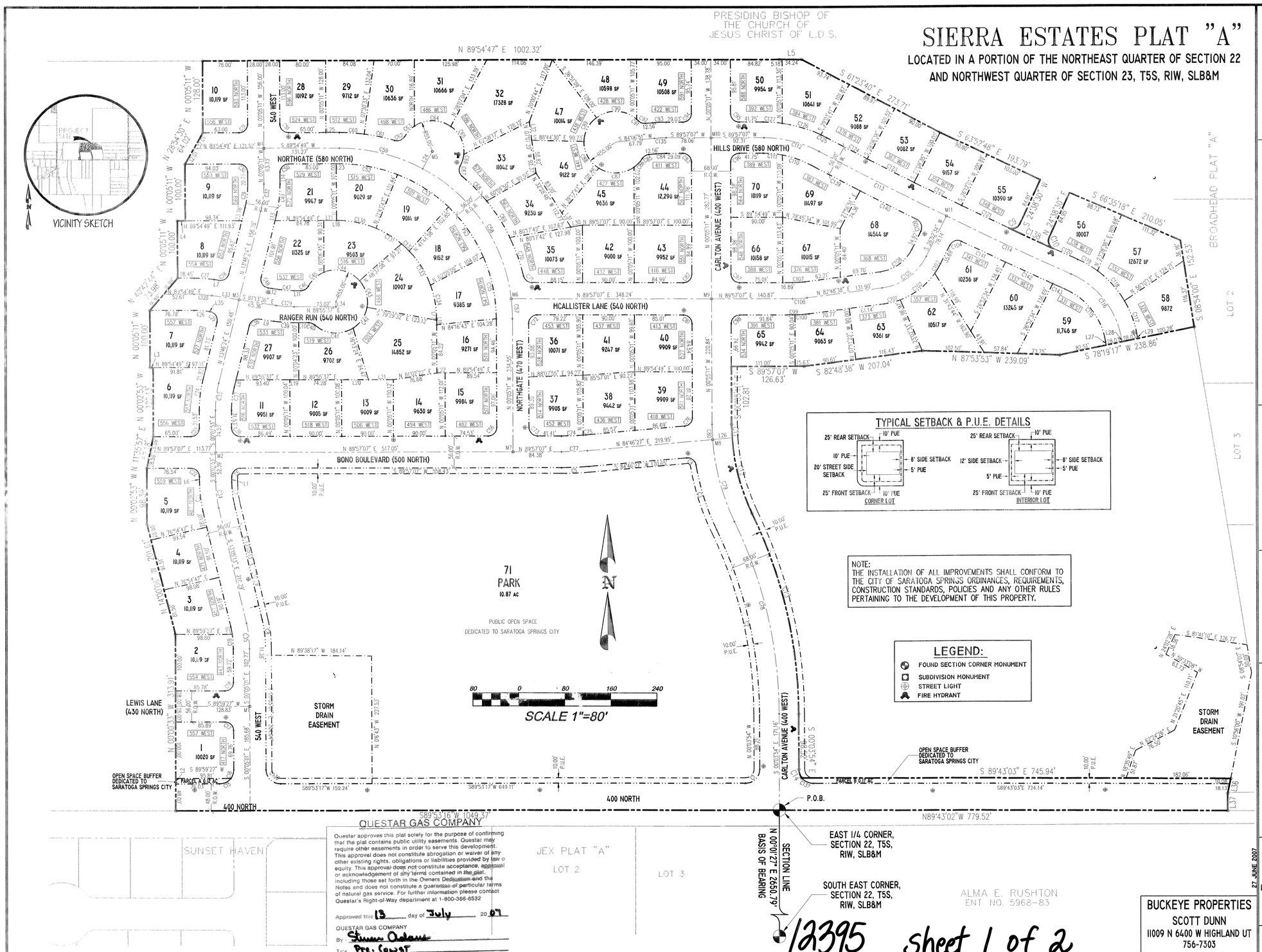
PATTERSON CONSTRUCTION INC.
11009 NORTH 6400 WEST

DATE
06 FEB 2005
SHEET NUMBER
SE

1307 North Commerce Drive, Suite 200 • Saratoga Springs, Utah 84043
801-766-9793 • 801-766-9794 fax

SIERRA ESTATES PLAT "A"

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22 AND NORTHWEST QUARTER OF SECTION 23, T5S, RIW, SLB&M



SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME IS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

July 13, 2007
DATE

SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 22, T. 5 S., R. 1 W., SLB&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT WHICH IS THE EAST QUARTER CORNER OF SAID SECTION 22;

THENCE S 89°53'16" W 1049.37 FEET; THENCE N 00°00'33" W 313.91 FEET; THENCE N 14°00'06" W 201.61 FEET; THENCE N 00°02'53" W 98.39 FEET; THENCE N 11°55'57" E 57.18 FEET; THENCE N 00°02'53" W 122.15 FEET; THENCE S 89°54'49" W 5.29 FEET; THENCE N 00°05'11" W 100.00 FEET; THENCE N 40°42'44" E 73.98 FEET; THENCE N 00°05'11" W 100.00 FEET; THENCE N 89°54'49" E 13.60 FEET; THENCE N 00°05'11" W 100.00 FEET; THENCE N 28°54'30"E 64.02 FEET; THENCE N 00°05'11" W 128.00 FEET; THENCE N 89°54'47" E 1002.32 FEET; THENCE S 89°57'07" E 39.41 FEET; THENCE S 61°23'40" E 273.71 FEET; THENCE S 63°52'48" E 193.79 FEET; THENCE S 24°38'30" W 84.91 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.72 FEET (CURVE HAS A CENTRAL ANGLE OF 90°57'09" AND A CHORD THAT BEARS S 69°57'04" W 21.33 FEET); THENCE ALONG THE ARC OF A 5523.15 FOOT RADIUS CURVE TO THE LEFT 86.24 FEET (CURVE HAS A CENTRAL ANGLE OF 00°53'41" AND A CHORD THAT BEARS S 65°11'11" E 86.24 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT 23.63 FEET (CURVE HAS A CENTRAL ANGLE OF 90°16'31" AND A CHORD THAT BEARS N 20°29'46" W 21.26 FEET); THENCE N 24°38'30" E 84.95 FEET; THENCE S 66°35'18" E 210.05 FEET; THENCE S 08°54'00" E 152.53 FEET; THENCE S 78°19'17" W 238.86 FEET; THENCE N 87°53'53"W 239.09 FEET; THENCE S 82°48'38" W 207.04 FEET; THENCE S 89°57'07" W 126.63 FEET; THENCE S 00°05'11" E 102.81 FEET; THENCE ALONG THE ARC OF A 366.00 FOOT RADIUS CURVE TO THE LEFT 161.27 FEET (CURVE HAS A CENTRAL ANGLE OF 25°14'43" AND A CHORD THAT BEARS S 12°42'33" E 159.97 FEET); THENCE ALONG THE ARC OF A 834.00 FOOT RADIUS CURVE TO THE RIGHT 342.71 FEET (CURVE HAS A CENTRAL ANGLE OF 23°32'22" AND A CHORD THAT BEARS S 12°10'55" E 340.40 FEET), THENCE S 00°03'54" E 18.32 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 16.05 FEET (CURVE HAS A CENTRAL ANGLE OF 36°50'44" AND A CHORD THAT BEARS S 18°27'19" E 15.77 FEET); THENCE S 89°43'03" E 745.94 FEET; THENCE S 10°56'00" W 28.22 FEET; THENCE SOUTH 30.18 FEET; THENCE N 89°43'02" W 779.52 FEET TO THE POINT OF BEGINNING.

CONTAINS: 38.59 ACRES # OF LOTS: 71

BASIS OF BEARING: STATE PLANE COORDINATES

BENCHMARK: EAST 1/4 CORNER OF SAID SECTION 22 ELEVATION: 4500.00

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT SCOTT L. DUNN, THE MANAGER OF BUCKEYE PROPERTIES LLC UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

SIERRA ESTATES PLAT "A"

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE OWNER(S) WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.

IN WITNESS HEREOF, SCOTT L. DUNN HAS SIGNED

THIS 19 DAY OF July, A.D. 2007

OWNER'S ACKNOWLEDGMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH

ON THE 19 DAY OF July, A.D. 2007 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, 1 IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT SCOTT L. DUNN SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 01/07/2010

NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

2 DAY OF August, A.D. 07.

ENT 112968:2007 PG 1 OF 35
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Aug 03 12:30 pm FEE 138.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

MAYOR

ATTEST CLERK-RECORDER (SEE SEAL BELOW)

27 JUNE 2007

PLAT "A" 1 OF 2

SIERRA ESTATES

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22 AND NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, STATE OF UTAH

SCALE: 1" = 80 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR NO. 163947 DAVID V. THOMAS 7-13-07 STATE OF UTAH		7-26-07 GENE S. ARNOLD STATE OF UTAH	

QUESTAR GAS COMPANY

Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law o equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-Way department at 1-800-366-6532

Approved this 13 day of July 2007

QUESTAR GAS COMPANY
By: Steven Adams
Title: Pro. Coord

BUCKEYE PROPERTIES
SCOTT DUNN
11009 N 6400 W HIGHLAND UT
756-7303

12395 sheet 1 of 2

PUBLIC UTILITY APPROVALS	DATE
QUESTAR	
ROCKY MOUNTAIN POWER	7-10-07
QWEST	7-16-07
COMCAST CABLE	

FIRE CHIEF APPROVAL

APPROVED THIS ____ DAY OF ____ A.D. 20__, BY THE FIRE CHIEF.

CITY FIRE CHIEF

PLANNING COMMISSION APPROVAL

APPROVED THIS 2nd DAY OF August A.D. 2007, BY THE PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED THIS 26th DAY OF JULY A.D. 2007, BY THE CITY ENGINEER.

CITY ENGINEER

SARATOGA SPRINGS ATTORNEY

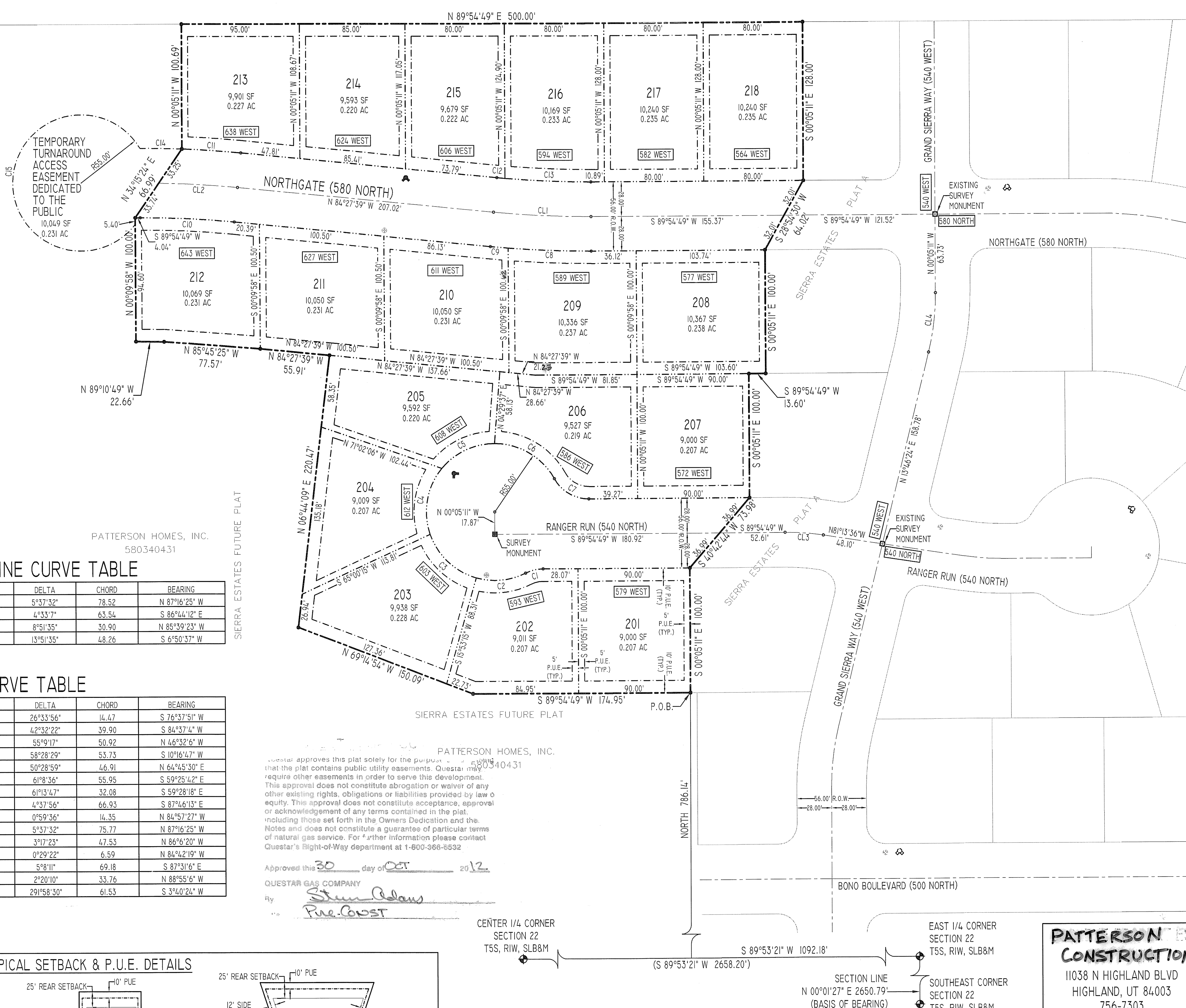
APPROVAL AS TO FORM THIS 2nd DAY OF August A.D. 2007, BY THE CITY ATTORNEY.

SARATOGA SPRINGS ATTORNEY

SIERRA ESTATES PLAT "B"

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE I WEST
SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, UTAH

SCALE 1"=50'



NOTES:

1. THE INSTALLATION OF ALL IMPROVEMENTS SHALL CONFORM TO THE CITY OF SARATOGA SPRINGS ORDINANCES, REQUIREMENTS, CONSTRUCTION STANDARDS, POLICIES AND ANY OTHER RULES PERTAINING TO THE DEVELOPMENT OF THIS PROPERTY.
2. PRIOR TO ANY BUILDING PERMITS BEING ISSUED, SOIL TESTING OR LOT SOIL STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED AND REQUIRED BY THE CITY OF SARATOGA SPRINGS BUILDING OFFICIAL.
3. PLAT IS SUBJECT TO THE MASTER DEVELOPMENT AGREEMENT, SITE PLAN AGREEMENT, AND ANY OTHER AGREEMENT WITH THE CITY PERTAINING TO THE DEVELOPMENT OF THE PROPERTY.
4. BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING. ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND A PERFORMANCE AND WARRANTY BOND ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
5. ALL PERFORMANCE AND WARRANTY BONDS AND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER, OWNER, OR CONTRACTOR AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD-PARTY BENEFICIARY OR HAVE ANY RIGHTS PERTAINING TO BONDS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT AS A THIRD PARTY BENEFICIARY OR OTHERWISE.
6. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF AN AGRICULTURAL AREA AND IS THEREFORE SUBJECT TO THE ASSOCIATED SIGHTS, SOUNDS, DUST, AND ODORS.

LEGEND:

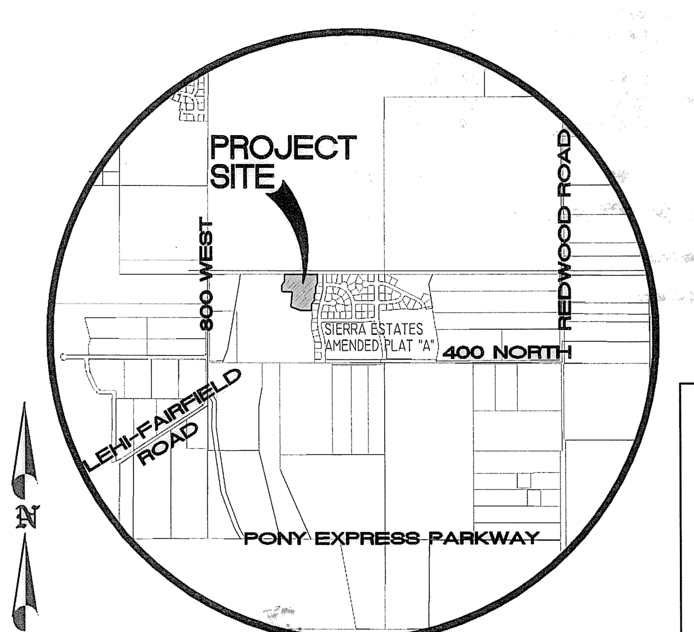
- FOUND SECTION CORNER MONUMENT
- EXISTING SUBDIVISION SURVEY MONUMENT
- PROPOSED SUBDIVISION SURVEY MONUMENT
- EXISTING FIRE HYDRANT
- PROPOSED FIRE HYDRANT
- EXISTING STREET LIGHT
- PROPOSED STREET LIGHT

CENTERLINE CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
CL1	800.00	78.55	5°37'32"	78.52	N 87°16'25" W
CL2	800.00	63.56	4°33'7"	63.54	S 86°44'12" E
CL3	200.00	30.93	8°51'35"	30.90	N 85°39'23" W
CL4	200.00	48.38	13°51'35"	48.26	S 6°50'37" W

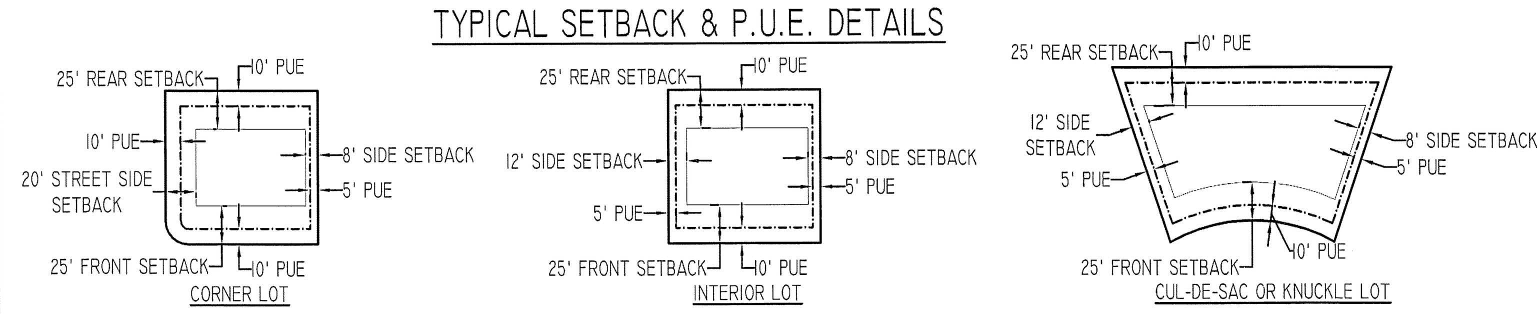
CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	31.50	14.61	26°33'56"	14.47	S 76°37'51" W
C2	55.00	40.84	42°32'22"	39.90	S 84°37'4" W
C3	55.00	52.94	55°9'17"	50.92	N 46°32'6" W
C4	55.00	56.13	58°28'29"	53.73	S 10°16'47" W
C5	55.00	48.46	50°28'59"	46.91	N 64°45'30" E
C6	55.00	58.69	61°8'36"	55.95	S 59°25'42" E
C7	31.50	33.66	61°13'47"	32.08	S 59°28'18" E
C8	828.00	66.94	4°37'56"	66.93	S 87°46'13" E
C9	828.00	14.35	0°59'36"	14.35	N 84°57'27" W
C10	772.00	75.80	5°37'32"	75.77	N 87°16'25" W
C11	828.00	47.54	3°17'23"	47.53	N 86°6'20" W
C12	772.00	6.59	0°29'22"	6.59	N 84°42'19" W
C13	772.00	69.21	5°8'11"	69.18	S 87°31'6" E
C14	828.00	33.76	2°20'10"	33.76	N 88°55'6" W
C15	55.00	280.28	291°58'30"	61.53	S 3°40'24" W



VICINITY SKETCH

TYPICAL SETBACK & P.U.E. DETAILS



Questar approves this plat solely for the purpose of confirming that the plat contains public utility easements. Questar may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Questar's Right-of-Way department at 1-800-366-8532

Approved this 30 day of OCT 2012

QUESTAR GAS COMPANY

By Steve Adams

PRE. CONST

PATTERSON CONSTRUCTION
11038 N HIGHLAND BLVD
HIGHLAND, UT 84003
756-7303

13781

SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME IS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS HAVE BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

OCT. 2, 2012 — DATE

SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 22, T. 5 S., R. 1 W., SLB&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S 89°53'21" W 1092.18 FEET ALONG THE QUARTER SECTION LINE AND NORTH 786.14 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE S 89°54'49" W 174.95 FEET; THENCE N 69°14'54" W 150.09 FEET; THENCE N 06°44'09" E 220.47 FEET; N 84°27'39" W 55.91 FEET; THENCE N 85°45'25" W 77.57 FEET; THENCE N 89°10'49" W 22.66 FEET; THENCE N 00°09'58" W 100.00 FEET; THENCE N 34°15'24" E 66.99 FEET; THENCE N 00°05'11" W 100.69 FEET; THENCE N 89°54'49" E 500.00 FEET; THENCE S 00°05'11" E 128.00 FEET ALONG AND MATCHING THE BOUNDARY OF SIERRA ESTATES PLAT "A", AN EXISTING SUBDIVISION ON FILE IN THE UTAH COUNTY RECORDER'S OFFICE; THENCE S 28°54'30" W 64.02 FEET ALONG AND MATCHING THE BOUNDARY OF SAID SIERRA ESTATES PLAT "A"; THENCE S 00°05'11" E 100.00 FEET ALONG AND MATCHING THE BOUNDARY OF SAID SIERRA ESTATES PLAT "A"; THENCE S 89°54'49" W 13.60 FEET ALONG AND MATCHING THE BOUNDARY OF SAID SIERRA ESTATES PLAT "A"; THENCE S 00°05'11" E 100.00 FEET ALONG AND MATCHING THE BOUNDARY OF SAID SIERRA ESTATES PLAT "A"; THENCE S 40°42'44" W 73.98 FEET ALONG AND MATCHING THE BOUNDARY OF SAID SIERRA ESTATES PLAT "A"; THENCE S 00°05'11" E 100.00 FEET ALONG AND MATCHING THE BOUNDARY OF SAID SIERRA ESTATES PLAT "A" TO THE POINT OF BEGINNING.

CONTAINS: 5.073 ACRES — # OF LOTS: 18

BASIS OF BEARING: STATE PLANE COORDINATES

ENT 105752:2012 Map # 13781
JEFFERY SMITH
UTAH COUNTY RECORDER
2012 Nov 30 4:29 pm FEE 48.00 BY SW
RECORDED FOR SARATOGA SPRINGS CITY

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT Patterson Construction Inc. THE James K. Patterson, President (1) UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

SIERRA ESTATES PLAT "B"

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE OWNER(S) WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREET.

IN WITNESS HEREOF, James K. Patterson HAS SIGNED

THIS 1st DAY OF October A.D. 2012

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE 1ST DAY OF October A.D. 2012 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, 1 IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT JAMES PATTERSON SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES 10-27-2014

NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE MAYOR OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC.

27 DAY OF November, A.D. 12.

MAYOR — ATTEST — CLERK-RECORDER (SEE SEAL BELOW)

PLAT "B" SIERRA ESTATES

LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE I WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, STATE OF UTAH

SCALE: 1" = 30 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY ENGINEER SEAL	CLERK-RECORDER SEAL
PROFESSIONAL LAND SURVEYOR NO. 163947 DAVID V. THOMAS 10-2-12 STATE OF UTAH	DAVE L. COTTLE NOTARY PUBLIC-STATE OF UTAH COMMISSION# COMM. EXP. 10-27-2014	REGISTERED PROFESSIONAL ENGINEER 11-26-12 7870724 JEREMY D. LAPIN STATE OF UTAH	CITY OF SARATOGA SPRINGS CORPORATE SEAL STATE OF UTAH

U.S. POSTAL SERVICE (LEHI OFFICE) APPROVAL

APPROVED THIS 15 DAY OF October A.D. 2012, BY THE CITY ENGINEER.

LEHI POSTMASTER OR DESIGNEE

SARATOGA SPRINGS ATTORNEY

APPROVAL AS TO FORM THIS 27th DAY OF November A.D. 2012, BY THE CITY ATTORNEY.

SARATOGA SPRINGS ATTORNEY

PUBLIC UTILITY APPROVALS

		DATE
QUESTAR		
ROCKY MOUNTAIN POWER	Blake Steele	10-10-12
QWEST		10/10/12
COMCAST CABLE		10-11-12

FIRE CHIEF APPROVAL

APPROVED THIS 28 DAY OF November A.D. 2012, BY THE FIRE CHIEF.

CITY FIRE CHIEF

PLANNING COMMISSION APPROVAL

APPROVED THIS 27 DAY OF November A.D. 2012, BY THE PLANNING COMMISSION.

CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL

APPROVED THIS 26 DAY OF November A.D. 2012, BY THE CITY ENGINEER.

CITY ENGINEER

SEC. 22-5-1W TO-039

SIERRA ESTATES - PLAT "C"

ALSO VACATING LOT 55 SIERRA ESTATES PLAT A
LOCATED IN SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1
WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, STATE OF UTAH

N

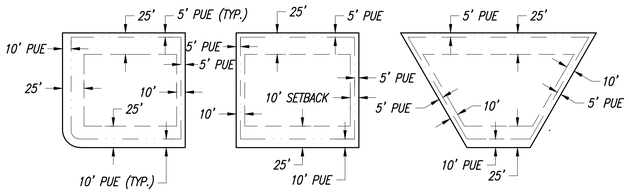
0 30 60

SCALE: 1" = 30' (24"x36")
SCALE: 1" = 60' (11"x17")

LEGEND

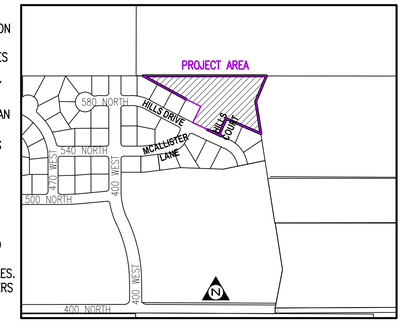
- EXISTING SECTION CORNER
- BOUNDARY LINE
- PROPOSED STREET MONUMENT
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- BUILDING SETBACK LINE
- PUBLIC UTILITY EASEMENT

TYPICAL SETBACK AND P.U.E. DETAILS



REQUIRED PLAT NOTES

–PLAT MUST BE RECORDED WITHIN 24 MONTHS OF FINAL PLAT APPROVAL BY CITY COUNCIL. FINAL PLAT APPROVAL WAS GRANTED ON THE___DAY OF_____, 20____.
–THE INSTALLATION OF IMPROVEMENTS SHALL CONFORM TO ALL CITY RULES, ORDINANCES, REQUIREMENTS, STANDARDS, AND POLICIES REGARDING THE DEVELOPMENT OF THIS PROPERTY.
–PRIOR TO BUILDING PERMITS BEING ISSUED, SOIL TESTING STUDIES MAY BE REQUIRED ON EACH LOT AS DETERMINED BY THE CITY BUILDING OFFICIAL.
–PLAT MAY BE SUBJECT TO A MASTER DEVELOPMENT AGREEMENT, DEVELOPMENT AGREEMENT, SUBDIVISION AGREEMENT, OR SITE PLAN AGREEMENT. SEE CITY RECORDER FOR MORE INFORMATION.
–BUILDING PERMITS WILL NOT BE ISSUED UNTIL ALL IMPROVEMENTS HAVE BEEN INSTALLED AND ACCEPTED BY THE CITY IN WRITING; ALL IMPROVEMENTS CURRENTLY MEET CITY STANDARDS; AND BONDS ARE POSTED BY THE CURRENT OWNER OF THE PROJECT PURSUANT TO CITY CODE.
–ALL BONDS AND BOND AGREEMENTS ARE BETWEEN THE CITY, DEVELOPER/OWNER AND FINANCIAL INSTITUTION. NO OTHER PARTY, INCLUDING UNIT OR LOT OWNERS, SHALL BE DEEMED A THIRD–PARTY BENEFICIARY OR HAVE ANY RIGHTS INCLUDING THE RIGHT TO BRING ANY ACTION UNDER ANY BOND OR BOND AGREEMENT.
–THE OWNER OF THIS SUBDIVISION AND ANY SUCCESSORS AND ASSIGNS ARE RESPONSIBLE FOR INSURING THAT IMPACT AND CONNECTION FEES ARE PAID AND WATER RIGHTS ARE SECURED FOR EACH INDIVIDUAL LOT. NO BUILDING PERMITS SHALL BE ISSUED FOR ANY LOT IN THIS SUBDIVISION UNTIL ALL IMPACT AND CONNECTION FEES, AT THE RATES IN EFFECT WHEN APPLYING FOR BUILDING PERMIT, ARE PAID IN FULL AND WATER RIGHTS SECURED AS SPECIFIED BY CURRENT CITY ORDINANCES AND FEE SCHEDULES.
–ALL OPEN SPACE AND TRAIL IMPROVEMENTS LOCATED HEREIN ARE TO BE INSTALLED BY OWNER AND MAINTAINED BY A HOMEOWNERS ASSOCIATION UNLESS SPECIFIES OTHERWISE ON EACH IMPROVEMENT.
–ANY REFERENCE HEREIN TO OWNERS , DEVELOPERS, OR CONTRACTORS SHALL APPLY TO SUCCESSORS, AGENTS, AND ASSIGNS.
–IF CONDO OR HOA ASSOCIATION IS INVOLVED PLAT MUST INCLUDE STATEMENT "LOTS/UNITS ARE SUBJECT TO ASSOCIATION BYLAWS, ARTICLES OF INCORPORATION AND CC&R'S"



VICINITY MAP
1" = 400'

SURVEYOR'S CERTIFICATE

I,_____DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD A LICENSE, CERTIFICATE NO._____, IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17–23–17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT–OF–WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN UTAH CODE SECTION 54–8a–2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT. I ALSO CERTIFY THAT I FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.

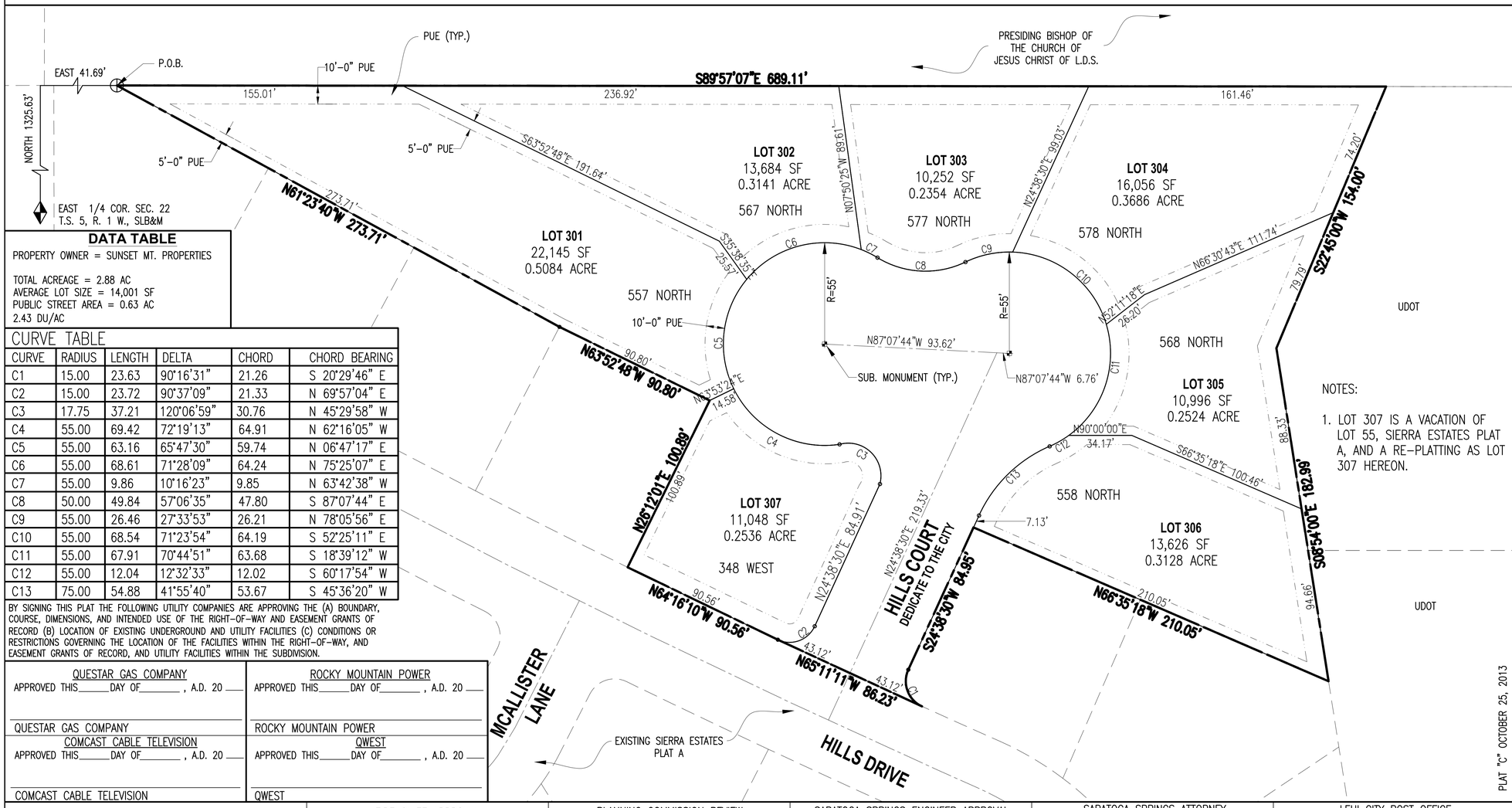
BOUNDARY DESCRIPTION

BEGINNING AT A POINT 1325.63 FEET NORTH AND 41.69 FEET EAST FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN:

THENCE S 89°57'07" E 689.11 FEET; THENCE S 22°45'00" W 154.00 FEET; THENCE S 08°54'00" E 182.99 FEET; THENCE N 66°35'18" W 210.05 FEET; THENCE S 24°38'30" W 84.95 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 23.63 FEET (CURVE HAS A CENTRAL ANGLE OF 90°16'31" AND A CHORD THAT BEARS S 20°29'46" E 21.26 FEET); THENCE N 65°11'11" W 86.23 FEET; THENCE N 64°16'10" W 90.56 FEET; THENCE N 26°12'01" E 100.89 FEET; THENCE N 63°52'48" W 90.80 FEET; THENCE N 61°23'40" W 273.71 FEET TO THE POINT OF BEGINNING; CONTAINING 2.880 ACRES, MORE OR LESS.

PARCEL NO: 58:0035:0049
ACRES: 2.88 # OF LOTS: 7

DATE SURVEYOR'S NAME
LICENSE NO. _____



DATA TABLE

PROPERTY OWNER = SUNSET MT. PROPERTIES

TOTAL ACREAGE = 2.88 AC
AVERAGE LOT SIZE = 14,001 SF
PUBLIC STREET AREA = 0.63 AC
2.43 DU/AC

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	15.00	23.63	90°16'31"	21.26	S 20°29'46" E
C2	15.00	23.72	90°37'09"	21.33	N 69°57'04" E
C3	17.75	37.21	120°06'59"	30.76	N 45°29'58" W
C4	55.00	69.42	72°19'13"	64.91	N 62°16'05" W
C5	55.00	63.16	65°47'30"	59.74	N 06°47'17" E
C6	55.00	68.61	71°28'09"	64.24	N 75°25'07" E
C7	55.00	9.86	10°16'23"	9.85	N 63°42'38" W
C8	50.00	49.84	57°06'35"	47.80	S 87°07'44" E
C9	55.00	26.46	27°33'53"	26.21	N 78°05'56" E
C10	55.00	68.54	71°23'54"	64.19	S 52°25'11" E
C11	55.00	67.91	70°44'51"	63.68	S 18°39'12" W
C12	55.00	12.04	12°32'33"	12.02	S 60°17'54" W
C13	75.00	54.88	41°55'40"	53.67	S 45°36'20" W

NOTES:

1. LOT 307 IS A VACATION OF LOT 55, SIERRA ESTATES PLAT A, AND A RE–PLATTING AS LOT 307 HEREON.

BY SIGNING THIS PLAT THE FOLLOWING UTILITY COMPANIES ARE APPROVING THE (A) BOUNDARY, COURSE, DIMENSIONS, AND INTENDED USE OF THE RIGHT–OF–WAY AND EASEMENT GRANTS OF RECORD (B) LOCATION OF EXISTING UNDERGROUND AND UTILITY FACILITIES (C) CONDITIONS OR RESTRICTIONS GOVERNING THE LOCATION OF THE FACILITIES WITHIN THE RIGHT–OF–WAY, AND EASEMENT GRANTS OF RECORD, AND UTILITY FACILITIES WITHIN THE SUBDIVISION.

QUESTAR GAS COMPANY
APPROVED THIS_____DAY OF_____ , A.D. 20 ___
QUESTAR GAS COMPANY

ROCKY MOUNTAIN POWER
APPROVED THIS_____DAY OF_____ , A.D. 20 ___
ROCKY MOUNTAIN POWER

COMCAST CABLE TELEVISION
APPROVED THIS_____DAY OF_____ , A.D. 20 ___
COMCAST CABLE TELEVISION

QWEST
APPROVED THIS_____DAY OF_____ , A.D. 20 ___
QWEST

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT_____,THE_____UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAFTER KNOWN AS

SIERRA ESTATES PLAT "C"

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC AND/OR CITY ALL PARCELS OF LAND, EASEMENTS, RIGHT–OF–WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC AND/OR CITY USE. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET. THE OWNER(S) VOLUNTARILY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ANY DAMAGE CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB–SURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT OR CONSTRUCTION OF THE ROADS WITHIN THIS SUBDIVISION.
IN WITNESS WHEREOF_____HAVE HEREUNTO SET_____THIS___DAY OF_____, A.D. 20___.

OWNER'S ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE___DAY OF_____A.D. 20___, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER( ) OF THE ABOVE OWNER'S DEDICATION,_____IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT_____SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE___DAY OF_____A.D. 20___, PERSONALLY APPEARED BEFORE ME _____AND, WHO BEING BY ME DULY SWORN DID SAY EACH FOR HIMSELF, THAT HE, THE SAID_____IS THE PRESIDENT AND HE THE SAID_____IS THE SECRETARY OF_____CORPORATION, AND THAT THE WITHIN AND FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS AND SAID_____AND_____EACH DULY ACKNOWLEDGE TO ME THAT SAID CORPORATION EXECUTED THE SAME AND THAT THE SEAL AFFIXED IS THE SEAL OF SAID CORPORATION.

MY COMMISSION EXPIRES: NOTARY PUBLIC RESIDING AT

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.
THIS_____DAY OF_____A.D. 20___.

CITY MAYOR ATTEST _____
CITY RECORDER
(SEE SEAL BELOW)

PLAT "C" OCTOBER 25, 2013

SIERRA ESTATES - PLAT "C"

ALSO VACATING LOT 55 SIERRA ESTATES PLAT A
LOCATED IN SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1
WEST, SALT LAKE BASE AND MERIDIAN
SARATOGA SPRINGS CITY, UTAH COUNTY, STATE OF UTAH

SURVEYOR = DAVE THOMAS OR AARON THOMAS
AT 801–224–7308

FIRE CHIEF APPROVAL
APPROVED BY THE FIRE CHIEF ON THIS _____DAY OF_____, A.D. 20____
CITY FIRE CHIEF

PLANNING COMMISSION REVIEW
REVIEWED BY THE PLANNING COMMISSION ON THIS _____DAY OF_____, A.D. 20____
CHAIRMAN, PLANNING COMMISSION

SARATOGA SPRINGS ENGINEER APPROVAL
APPROVED BY THE CITY ENGINEER ON THIS _____DAY OF_____, A.D. 20____
CITY ENGINEER

SARATOGA SPRINGS ATTORNEY
APPROVED BY SARATOGA SPRINGS ATTORNEY ON THIS _____DAY OF_____, A.D. 20____
SARATOGA SPRINGS ATTORNEY

LEHI CITY POST OFFICE
APPROVED BY POST OFFICE REPRESENTATIVE ON THIS _____DAY OF_____, A.D. 20____
LEHI CITY POST OFFICE REPRESENTATIVE

SURVEYORS SEAL	NOTARY PUBLIC SEAL	CIVIL ENGINEERS SEAL	CLERK–RECORDER SEAL

SIERRA ESTATES
AMENDED MASTER DEVELOPMENT AGREEMENT

THIS AMENDED MASTER DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on _____, 20__, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," and _____ _____ "Developer."

RECITALS:

WHEREAS, Developer is the current owner and developer of unrecorded parcels in the development known as Sierra Estates in Saratoga Springs, Utah (the "Property"), which is more fully described in Exhibit 1 attached hereto and incorporated herein; and

WHEREAS, Developers, or their predecessors in interest, entered into the Sierra Estates Master Development Plan Agreement ("MDA") on or about October 6, 2006, recorded at the Utah County Recorder's Office as Entry 112973:2007. The Master Development Plan Agreement (the "MDA") was accompanied by a Master Development Plan (the "MDP") per City ordinances; and

WHEREAS, the MDA and MDP are set to expire on October 10, 2014, upon which all development rights will expire unless the Developer has received final approval of any subdivisions and site plans and has recorded such prior to the expiration of the MDA and MDP

WHEREAS, Developer has requested to amend the MDA and MDP to allow the Property to remain in the R-3 and R-6 zone (the "Request"), continue to allow the uses specified in the MDA and MDP, to extend the terms of the MDA, to replace the MDP with current exhibits and plans, and to address current conditions related to the Property; and

WHEREAS, the Property is currently zoned R-3 (74.59 acres) and R-6 (13.84 acres). Developer wishes to continue development of the Sierra Estates project and is proposing to develop 94 single family homes on the undeveloped 28.28 acres within the R-3 zone with lot sizes ranging from 9,000 square feet to 14,456square feet. Developer wishes to develop 13.84 acres within the R-6 zone with 20 single family lots ranging in size from 6,000 to 6,745 square feet, 56 single story cottage units in the form of two-family and three-family structures as defined in the City's Land Development Code, and an assisted living facility ("Project"), as more specifically described in the Master Plan attached as Exhibit 2; and

WHEREAS, the Master Plan, attached as Exhibit 2, among other things, identifies land uses, number of units Developer may be able to build, major roads, required open spaces and trails, drainages, and power line corridors; and

WHEREAS, upon expiration of the MDA and MDP, the proposed Project will not meet the R-6 and R-3 zone requirements due to insufficient open space because the credits for the

DRAFT

previously-installed open space will also expire. Further, Developer wishes to dedicate to the City of Saratoga Springs 1.72 acres of property to be used for the future Mountain View Corridor and transfer the density from that 1.72 acres to the remainder of the Property. Therefore, in order to develop the Project according to these requests (the "Request"), Developer wishes to enter into this Agreement and to be voluntarily bound by this Agreement in order to be able to develop the Project as proposed; and

WHEREAS, this Agreement is intended by the parties to be an amendment to the MDA and MDP referenced above; however, if this Agreement is ever held to be an invalid amendment to the MDA and MDP the parties agree that this Agreement may then stand on its own, and where necessary incorporate the provisions of said MDA and MDP into this Agreement, and bind the parties to the terms of this Agreement; and

WHEREAS, the terms of this Agreement only apply to the undeveloped portions of the Property listed in Exhibit 1 and will not modify the original MDA and MDP as it pertains to phases that have received final plat approval and have been recorded as of the date of execution of this Agreement; and

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

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

WHEREAS, on _____, 2014, after a duly noticed public hearing, City's Planning Commission recommended approval of Developer's Request, this Agreement, and the Master Plan, and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit 4; and

WHEREAS, on _____, 2014, the Saratoga Springs City Council ("City Council"), approved Developer's Request, this Agreement, and the Master Plan, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit 5; and

WHEREAS, to allow development of the Property for the benefit of Developer, to ensure that the development of the Property and Project will conform to applicable ordinances,

regulations, and standards, Developer and City are each willing to abide by the terms and conditions set forth herein; and

DRAFT

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

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

2. Affected Property. The property ownership map, vicinity map, and legal descriptions for the Property are attached as Exhibit 1. In the event of a conflict between the legal description and the property ownership map, the map shall take precedence. This Agreement shall be recorded against the Property as provided in Section 26 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developer and City.

3. Zone Change and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the R-3 and R-6 zones as they exist on the effective date of this Agreement with respect to the maximum allowed density and permitted and conditional uses. However, the land uses allowed on the Property shall be governed by Title 19 of the City Code in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive.

4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Project with respect to the maximum allowed density and permitted and conditional uses, except to the extent this Agreement is more restrictive. All other regulations on the land uses allowed on the Property shall be governed by Title 19 of the City Code in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement, Title 19 of the City code as provided in this paragraph, and other requirements generally applicable to

development in the City. In particular, and not by way of limitation, Developer shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map) and the City's engineering standards and specifications, and the project plan approval processes therein.

5. Rights and Obligations under this Agreement. Provided the Request is granted, and subject to the terms and conditions of this Agreement, Developer shall have the vested right under this Agreement to develop the maximum allowable densities and the permitted and conditional uses under the R-3 and R-6 zones as those zones exists on the effective date of this Agreement. Developer shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Preliminary Project Plans and to otherwise comply with all provisions of the City Code in effect at the time of preliminary plat application, except as otherwise expressly provided in this Agreement. Developer's vested right of development of the Property pursuant to this Agreement and the R-3 and R-6 zones is expressly subject to and based upon strict compliance and performance by Developer of all of the terms, conditions, and obligations of Developer under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the exhibits attached to this Agreement.

6. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developer's rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

7. Installation of Improvements Prior to Building Permits. In accordance with City regulations, building permits will not be issued until all improvements required in this Agreement, all exhibits, and City regulations are installed in accordance with City regulations, accepted by the City in writing, and guaranteed by a warranty bond to guarantee that the improvements remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. Concurrent with posting the warranty bond, Developer shall be required to enter into a warranty bond agreement on a form provided by the City. The City may allow issuance

of building permits prior to installation of all improvements in accordance with current City regulations, which may change from time-to-time.

8. Water Infrastructure, Dedications, and Fees.

a. Dedication of Water. Developer shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developer, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right 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.

b. Water Facilities for Development. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

c. City Service. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Drainage, and Roads.

a. At the time of plat recordation, Developer shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developer's Property in accordance with the City regulations and this Agreement. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal based on current City regulations and any applicable law.

b. City shall provide service to Developer's property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet City regulations and the requirements of any applicable special service district.

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10. Open Space Improvements.

a. Developer shall be responsible for the installation of open space improvements in the general location as shown in and as provided by Exhibits 2 and 3 at the time of plat recordation. All open space improvements shall be dedicated to and maintained by a homeowners association. The required improvements for each plat shall be determined by the City at the time of plat submittal and shall primarily be based on the Master Plan but may be adjusted in accordance with current City regulations and applicable law. However, City and Developer may not adjust the percentage of required open space as shown on the Master Plan.

b. Developer shall ensure that a homeowners association assumes maintenance and operation responsibilities for the open space improvements and provide written documentation to City of such. If Developer is unable to immediately provide such documentation, Developer shall maintain the open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance of the open space until assumption by a homeowners association.

11. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developer shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developer shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developer shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.

12. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for the Developer shall be determined at the time of plat recordation in accordance with City regulations.

13. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developer pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developer shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developer shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developer shall consult with the City Attorney and obtain

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the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

14. Sewer Fees. Timpanogos Special Service District ("TSSD") requires the City to pay a Capital Facilities Charge, which is billed to the City on a monthly basis and is subject to change from time to time. The Capital Facilities Charge is currently collected by the City with monthly utility billing to utility users, but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge. This is a separate and distinct charge from the TSSD impact fees. The City also imposes and collects sewer connection fees and sewer impact fees on development. Developer acknowledges and agrees that the said TSSD Capital Facilities Charge or TSSD impact fee is separate from and in addition to the City's sewer connection fees and sewer impact fees and that payment of both the TSSD Capital Facilities Charge and impact fee and the City's impact and connection fee for each connection is a condition to the City providing sewer service to the lots, residences, or other development covered by this Agreement.

15. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.

16. Plat, Site Plan, or Development Plan Approval. In the event the City Council approves the Request and Developer is ready to proceed with preliminary plat or site plan submittal and approval, Developer shall submit preliminary plat applications for all or a portion of the Property. Such application shall include project plans and specifications (including site and building design plans) (referred to in this Section as "Plans") for the portion of the Property being developed.

a. In particular, such Plans shall meet the following requirements:

i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets current City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat approval process as set forth in the adopted staff reports and official written minutes; and
iv. comply with all City codes, ordinances, regulations, and standards; and

b. Developer shall:

i. comply with the conditions of approval of this Agreement, Master Plan,

and the Request, as set forth in Exhibits 1 through 6;

ii. comply with all City codes, ordinances, regulations, specifications, and standards;

iii. provide other information as City may reasonably request; and

iv. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.

c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and conforms with current City regulations. Developer shall be required to proceed through the preliminary plat and final plat approval process as specified in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.

d. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.

e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developer may proceed by constructing the project all at one time or in phases as allowed in City regulations.

f. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developer may request approval of material modifications to the Plans from time to time as Developer determines necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for

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projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

17. Wildland-Urban Interface Code. Prior to or concurrent with the approval of any site plan or subdivision plat for the Property or a portion thereof, Developer shall demonstrate compliance with the Wildland-Urban Interface Code and all other applicable building and fire codes related to the prevention of wildfires as adopted by the City. Developer may be required to record restrictions on certain lots as specified by such regulations.

18. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the R-3 and R-6 zones, the City's Land Development Code, and City regulations.

19. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of 7 years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement, provided that the City has proceeded in good faith to review the submissions or site plans within a reasonable time. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developer have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developer in accordance with section 22 below, the zoning for the Property (or portion thereof owned by a breaching developer in the event of an uncured breach by one developer) shall automatically revert to the R-3 zone for such portions of the Property that have not received final approval and have not been recorded. One or more developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

20. Successors and Assigns.

    a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the

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transferred property shall be released from any further obligations under this Agreement as to the transferred property.

b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 21.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

21. Default.

a. Events of Default. Upon the happening of one or more of the following events or conditions, Developer or City, as applicable, shall be in default ("Default") under this Agreement:

i. a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
ii. a determination by City made upon the basis of substantial evidence that Developer has not complied with one or more of the material terms or conditions of this Agreement; or
iii. any other event, condition, act, or omission, either by City or Developer, that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.

b. Procedure Upon Default.

i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 22.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.
ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or

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reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.

c. Breach of Agreement. Upon Default as set forth in subsections 22.a. and 22.b. above, City may, upon providing notice of default under subsection 22.a. above, declare Developer to be in breach of this Agreement and City, until the breach has been cured by Developer, may: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. In addition to such remedies, City or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

22. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all development pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.

23. Entire Agreement. Except as provided herein, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.

24. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

a. Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Descriptions

b. Exhibit 2 Master Plan

- Overall Plan
- Undeveloped R-3 Zone Concept Plan
- Undeveloped R-6 Zone Concept Plan
- Undeveloped R-6 Zone Open Space Concept Plan

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c. Exhibit 3 Open Space

d. Exhibit 4 Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

e. Exhibit 5 City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

f. Exhibit 6 Special Conditions

25. General Terms and Conditions.

a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

b. Recording of Agreement. This Agreement shall be recorded at Developer's expense to put prospective purchasers, owners, and interested parties on notice as to the terms and provisions hereof.

c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.

f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this

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Agreement shall be null and void.

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

h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

i. Amendment of Agreement. This Agreement shall not be 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 or any condition set forth in Exhibits 1 through 6 hereof unless this Agreement or exhibits are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.

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

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

To the Developer: _____

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

l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.

n. Hold Harmless and Indemnification. Developer agrees to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to any activity connected with the Property, including approval of any development of the Property, the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance

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o. Relationship of Parties. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement..

p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer to be in Default as provided in section 22 herein. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or City.

q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.

r. Title and Authority. Developer expressly warrants and represents to City that Developer (i) owns all right, title and interest in and to the Property, or (ii) has the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developer. Developer further warrants and represents that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on these representations and warranties in executing this Agreement.

s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

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

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Attest:

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

_____
City Recorder

By:_____
Mayor

DEVELOPER:

By: _____

Its:_____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ___ day of _____ 20__ by _____ of _____.

_____
Notary Public

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Exhibit Summary

a. Exhibit 1 Property Ownership Map, Vicinity Map, and Legal Descriptions

b. Exhibit 2 Master Plan

- Overall Plan
- Undeveloped R-3 Zone Concept Plan
- Undeveloped R-6 Zone Concept Plan
- Undeveloped R-6 Zone Open Space Concept Plan

c. Exhibit 3 Open Space

d. Exhibit 4 Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

e. Exhibit 5 City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

f. Exhibit 6 Special Conditions

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Exhibit 1

Property Ownership Map, Vicinity Map, and Legal Description

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Exhibit 2

Master Plan

- Overall Plan
- Undeveloped R-3 Zone Concept Plan
- Undeveloped R-6 Zone Concept Plan
- Undeveloped R-6 Zone Open Space Concept Plan

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Exhibit 3

Open Space

The open space requirements are met as follows:
(List previous requirements and current requirements)

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Exhibit 4

Planning Commission Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

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Exhibit 5

City Council Staff Report and Written Minutes with Adopted Findings of Fact and Conditions

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Exhibit 6

Special Conditions

The following requirements shall apply to development of the Property which is the subject of the within Agreement. Capitalized terms shall have the meaning set forth in the Agreement.

Development of land in the Project described in the within Agreement shall be subject to the following Special Conditions. All final plans and final plats for the Project shall note these conditions on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition except as otherwise provided in the Special Conditions below.

A. No more than 170 dwelling units and one assisted living facility may be constructed in the Project as shown on the Master Plan as submitted and approved by the City Council, which approvals are set forth in Exhibits 3 through 4 of the within Agreement, subject to preliminary and final plat approval by the City Council.

B. Developer shall prepare a design standards manual which provides coordinated and detailed design standards for construction and improvement of roadways, buildings, parking areas, landscaping, signage, and lighting within the Project as provided in Chapter 19 of the City code and in City regulations.

C. Developer shall be required to pay a water hook-up fee and may not transfer water rights to City for the Project.

D. Prior to the issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the Project which shall run with the land. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

    i. establish a property owners association for the Project;

    ii. require the property owners associations to manage common areas within the Project, including the collection of necessary management fees;

    iii. limit occupancy in the Project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;

    iv. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the Project which are parked on and/or operated

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therefrom on the subject property by incorporating the same standard for public streets found in Chapter 19.09 of the City's Land Development Code;

v. prohibit parking of recreational vehicles within the Project;

vi. require Developer, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the Project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the Property, including any dwelling unit within the Project;

vii. require adoption of an enforcement policy that:

a. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and

b. has penalties for non-compliance; and

viii. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City. Any such modification or removal shall be deemed an amendment to the within Agreement and shall accomplished as provided in subsection 26.i. of the within Agreement.

E. The special conditions set forth in Paragraph D shall run with the land and shall survive the within Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may elect to modify or remove the foregoing conditions on the Property. Modification or removal of any special condition set forth in Paragraph D shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council as provided in subsection 26.i. of the within Agreement.

F. Conditions iii, iv, and v in Special Condition No. D above shall be included on each recorded plat for Property, including but not limited to any condominium plat.

G. Developer agrees that any property located within the Project which is acquired by Developer subsequent to execution of this Agreement shall be subject to the within Development Agreement. Developer shall take any action necessary, including amendment of this Agreement, to assure such property is subject to this Agreement.

H. Addresses shall be included on the front and rear elevations of the units to aid in locating units for emergency response personnel.

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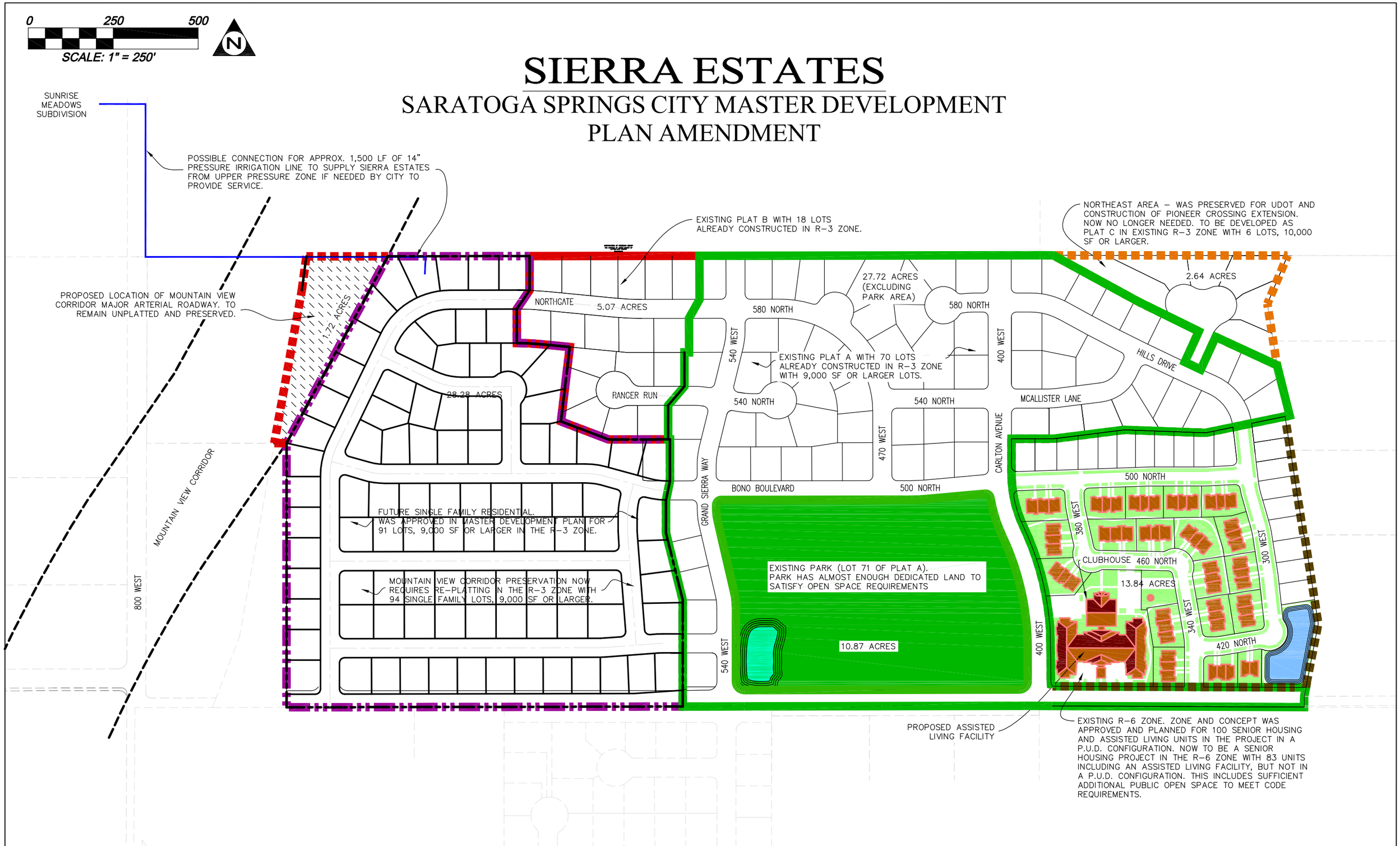
SIERRA ESTATES

SARATOGA SPRINGS CITY MASTER DEVELOPMENT PLAN AMENDMENT



TWIN PEAKS ENGINEERING & DESIGN
1189 N. 1270 E. AMERICAN FORK, UT 84003
STEPHEN SOWBY, P.E. 801-636-7150 stevesowby@yahoo.com

SUNSET MOUNTAIN PROPERTIES, L.P.
11038 N. HIGHLAND BLVD.
HIGHLAND, UT 84003 (801) 756-7303

SIERRA ESTATES MASTER DEVELOPMENT PLAN AMENDMENT

DESIGN BY: SES	SCALE: 1"=250'	SHEET
DRAWN BY: RC	DATE: 27 JAN 2014	1

SIERRA ESTATES

REVISED SENIOR HOUSING PLAN R-6 ZONE

0 100 200

SCALE: 1" = 100'

TABULATIONS

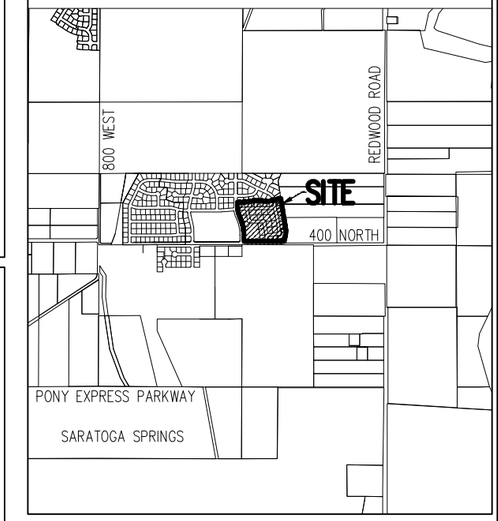
DEVELOPMENT AREA	13.84 AC
MAX. DENSITY = 6 DU/AC =	83 UNITS
EXISTING ZONING	R-6
COTTAGE UNITS	56
SINGLE FAMILY HOMES	20
ASSISTED LIVING FACILITY (SEE SEPARATE F.U. CALC)	7 ERU
TOTAL UNITS	83
DENSITY = 6 DU/AC	
CLUBHOUSE, MAIN FACILITY PARKING, AND ADDITIONAL VISITOR PARKING	72 STALLS

OPEN SPACE TABULATIONS

OPEN SPACE REQUIRED = 13.84 X 20%	= 2.77 ACRES
DEEDED HEREON FOR STORM DRAIN POND	= 0.66 ACRES
PRIVATE, USABLE, CONTIGUOUS, NON-OBSTRUCTED OPEN SPACE WITH WALKS, GAZEBO, BENCHES, LANDSCAPING, ETC. (REFER TO SEPERATE OPEN SPACE MAP)	= 2.95 ACRES
TOTAL OPEN SPACE PROVIDED	= 3.61 ACRES

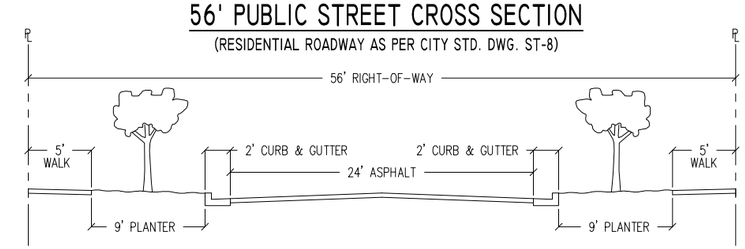
*** NOTE: AN ADDITIONAL 1.33 ACRES OF OPEN SPACE IN EXCESS OF R-3 ZONE REQUIREMENTS EXISTS IN ALREADY DEDICATED NEPTUNE PARK.***

VICINITY SKETCH



56' PUBLIC STREET CROSS SECTION

(RESIDENTIAL ROADWAY AS PER CITY STD. DWG. ST-8)



LEGAL DESCRIPTION OF SENIOR HOUSING PARCEL

SERIAL NUMBER: 58:035:0048

OWNED BY SUNSET MOUNTAIN PROPERTIES, LP

COMMENCING N 57.72 FT & E 38.92 FT FROM E 1/4 COR. SEC. 22, T5S, R1W, SLB&M.;

THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS N 18°27'20" W 15.78 FT, RADIUS = 25 FT) 16.05 FT; THENCE N 00°03'55" W 68.34 FT; THENCE N 01°16'53" W 85.03 FT; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS N 14°35'02" W 311.07 FT, RADIUS = 834 FT) 312.91 FT; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS N12°42'34" W 159.97 FT, RADIUS = 366 FT) 61.27 FT; THENCE N 00°05'12" W 102.81 FT; THENCE N 89°57'07" E 126.63 FT; THENCE N 82°48'38" E 207.04 FT; THENCE S 87°53'53" E 239.08 FT; THENCE N 78°19'17" E 238.89 FT; THENCE S 08°54'00" E 353.54 FT; THENCE EAST 2.40 FT; THENCE S 08°54'0" E 263.84 FT; THENCE S 10°56'00" W 191.02 FT; THENCE N 89°43'03" W 745.95 FT TO THE POINT OF BEGINNING.

COMPRISING 13.84 ACRES.

GENERAL NOTES

1. THIS IS A REVISED CONCEPT PLAN FROM ORIGINAL APPROVAL GRANTED IN 2010 WITH R-6 ZONE AND WITH MASTER DEVELOPMENT PLAN IN 2006. THIS SITE BEING DEVELOPED AS A RESIDENTIAL FACILITY FOR ELDERLY PERSONS = CONDITIONAL USE.
2. THIS SENIOR HOUSING PROJECT FILLS THE AGING-IN-PLACE CONCEPT AND PROVIDES FACILITIES AND OPPORTUNITIES FOR SENIORS OF ALL AGES AND ACTIVITY LEVELS.
3. ALL STREETS ARE PUBLIC AND ARE TO BE MAINTAINED BY THE CITY.
4. ALL OPEN SPACE (INCLUDING THE STORM DRAIN POND) IS PRIVATE AND IS TO BE MAINTAINED BY THE HOA..
5. P.U.E.'s ARE TO BE GRANTED FOR POWER, GAS, TELEPHONE, AND CATV AS PER CITY STANDARD PLAN.
6. MINIMUM SETBACKS FOR THE R-6 ZONE ARE AS FOLLOWS: FRONT = 25', SIDE YARDS = 10', REAR = 20', SIDE CORNER LOTS = 15'.
7. ALL UNITS HAVE AT LEAST ONE SINGLE GARAGE PLUS ONE PARKING SPACE IN DRIVEWAY.
8. SINGLE FAMILY LOTS ARE FOR SALE. COTTAGES ARE FOR LEASE/RENT AND ARE A PART OF THE ASSISTED LIVING FACILITY.
9. FOOTPRINTS AND SHAPES OF COTTAGES MAY CHANGE SLIGHTLY WITH FINAL PLAT.
10. ALL STORM DRAINAGE TO ENTER ALREADY CONSTRUCTED DETENTION POND IN SOUTHEAST CORNER. PRESENT CONFIGURATION OF POND TO BE REVISED SLIGHTLY.
11. PARKING REQUIRED = VISITOR 56 / 4 = 14, ASSISTED LIVING = 48 UNITS / 1 PER 3 ROOMS = 16, EMPLOYEES = 10. TOTAL = 40
12. ALL ROAD CENTERLINE CURVES = 200'.
13. AREA OF THE ASSISTED LIVING AND CLUBHOUSE BUILDING LOT = 1.95 ACRES.
14. PERIMETER FENCING AS RECOMMENDED BY CITY.
15. 6' WALKS AND PARKING BETWEEN BUILDINGS ARE IN EASEMENTS..

TWIN PEAKS ENGINEERING & DESIGN
1189 N. 1270 E. AMERICAN FORK, UT 84003
STEPHEN SOWBY, P.E. 801-636-7150 stevesowby@yahoo.com

SUNSET MOUNTAIN PROPERTIES, L.P.
11038 N. HIGHLAND BLVD.
HIGHLAND, UT 84003 (801) 756-7303

SIERRA ESTATES SENIOR HOUSING R-6 CONCEPT

DESIGN BY: SES	SCALE: 1"=100'	SHEET 1
DRAWN BY: RC	DATE: 1 MARCH 2014	

SIERRA ESTATES

OPEN SPACE MAP

0 100 200

SCALE: 1" = 100'

TABULATIONS

DEVELOPMENT AREA	13.84 AC
MAX. DENSITY = 6 DU/AC =	83 UNITS
EXISTING ZONING	R-6
COTTAGE UNITS	56
SINGLE FAMILY HOMES	20
ASSISTED LIVING FACILITY (SEE SEPARATE F.U. CALC)	7 ERU
TOTAL UNITS	83
DENSITY = 6 DU/AC	
CLUBHOUSE, MAIN FACILITY PARKING, AND ADDITIONAL VISITOR PARKING	56 STALLS

OPEN SPACE TABULATIONS

OPEN SPACE REQUIRED = 13.84 X 20%	= 2.77 ACRES
DEEDED HEREON FOR STORM DRAIN POND	= 0.68 ACRES
PRIVATE, USABLE, CONTIGUOUS, NON-OBSTRUCTED OPEN SPACE WITH WALKS, GAZEBO, BENCHES, LANDSCAPING, ETC. (REFER TO SEPERATE OPEN SPACE MAP)	= 2.95 ACRES
TOTAL OPEN SPACE PROVIDED	= 3.63 ACRES

*** NOTE: AN ADDITIONAL 1.33 ACRES OF OPEN SPACE IN EXCESS OF R-3 ZONE REQUIREMENTS EXISTS IN ALREADY DEDICATED NEPTUNE PARK.***

Building	Private Open Space sf	ac
1	5290	0.12
2	5365	0.12
Club House	18417	0.42
3	7146	0.16
4	7783	0.18
5	7205	0.17
6	7018	0.16
7	4763	0.11
8	9345	0.21
9	4930	0.11
10	5501	0.13
11	5089	0.12
12	4403	0.10
13	5434	0.12
14	4621	0.11
15	5565	0.13
16	5496	0.13
17	4749	0.11
18	4870	0.11
19	5512	0.13
Total =	128499	2.95

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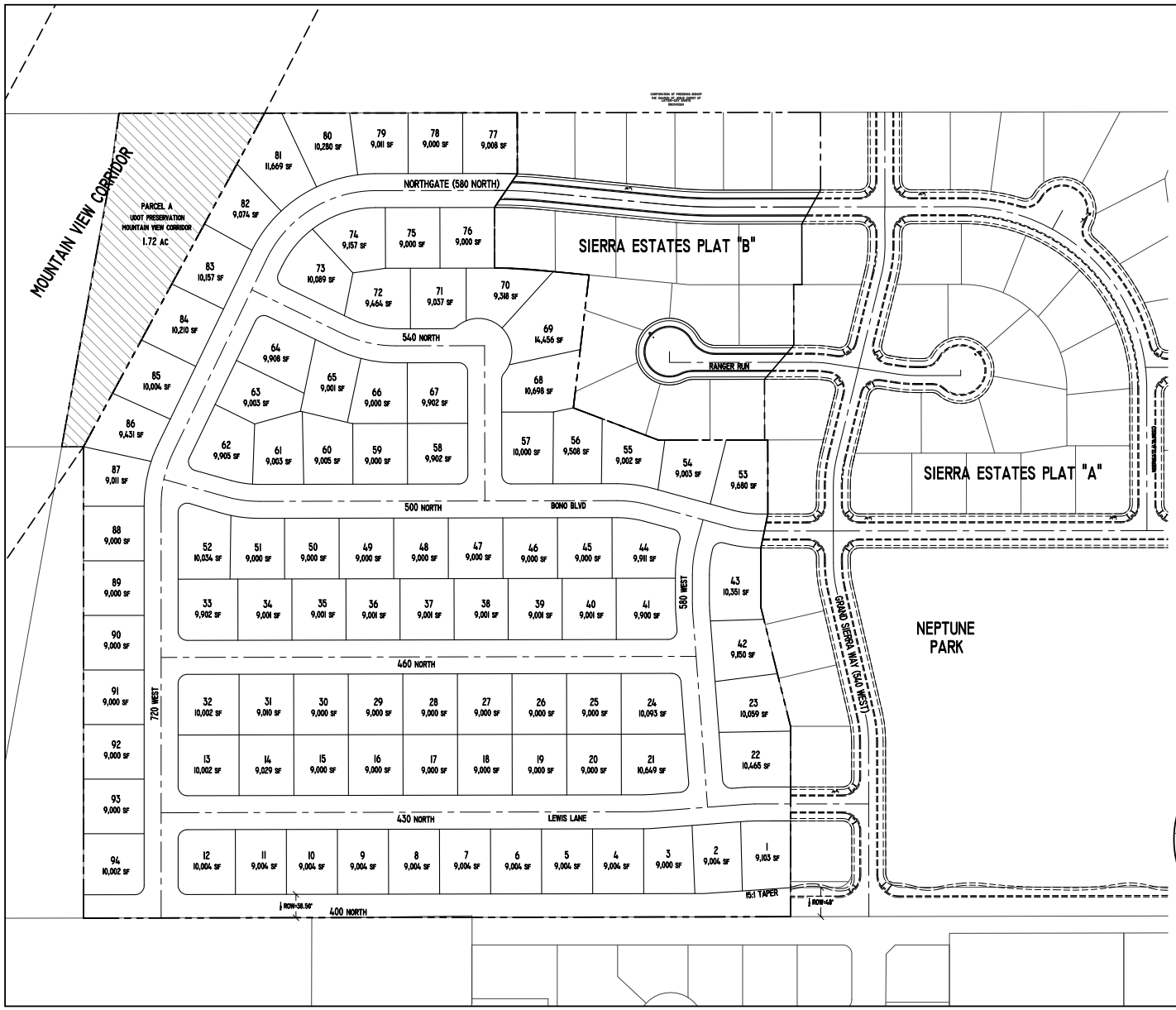
HIGHLAND, UT 84003 (801) 756-7303

SIERRA ESTATES SENIOR HOUSING R-6 CONCEPT

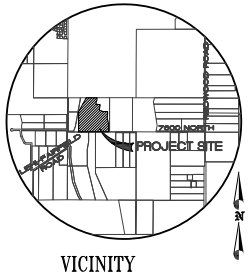
DESIGN BY: SES | SCALE: 1"=100' | SHEET 1

DRAWN BY: RC | DATE: 27 JANUARY 2014



SIERRA ESTATES WESTERN PARCEL

PROJECT AREA	= 28.28 ACRES
UDOT CORRIDOR PRESERVATION	= 1.72 ACRES
TOTAL AREA	= 30.00 ACRES
# OF UNITS	= 94 ERU
DENSITY THIS PHASE	= 3.32 DU/AC
AVE LOT SIZE	= 9,400 SF
# OF 9,000 SF - 9,400 SF	= 66 LOTS
# OF 9,500 SF - 10,000 SF	= 9 LOTS
# OF +10,000 SF	= 19 LOTS
	TOTAL = 94 LOTS



VICINITY SKETCH

DEVELOPMENT

SIERRA ESTATES

DEVELOPER

PATTERSON HOMES
www.phutah.com

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Highland, UT 84003
(801) 642-0119

N

0 40 80 160 240
SCALE: 1"= 80'

Gerg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UT, 84003
office (801) 492-1277
cell (801) 616-1677

REVISIONS

NO.	DATE	DESCRIPTION
1	1/28/14	CONCEPT PLAN
2		
3		
4		
5		
6		
7		

SEAL

ACTION	DATE
CONCEPT PLAN	1/28/14

PROJECT

SIERRA ESTATES

DESCRIPTION

CONCEPT PLAN

SHEET NAME	SHEET NUMBER
	C1

Kimber Gabryszak, AICP
Planning Director

City Council
Staff Report

Code Amendments
Multiple Sections
March 25, 2015
Public Hearing

Report Date:	Tuesday, March 18, 2014
Applicant:	City Initiated
Previous Meetings:	Planning Commission Work Session January 9, 2014 Planning Commission Hearing January 23, 2014 Planning Commission Hearing February 27, 2014
Land Use Authority:	City Council
Author:	Kimber Gabryszak, Planning Director

Executive Summary:

Staff has prepared multiple amendments to the Land Development Code (Code) to streamline and clarify development processes. These amendments impact the following sections:

- 19.01 – General Provisions
- 19.02 – Definitions
- 19.03 – Powers and Duties of the Planning Commission
- 19.04 – Land Use Zones
- 19.05 – Model Homes and Temporary Uses
- 19.12 – Subdivisions
- 19.13 – Development Review Processes
- 19.14 – Site Plan Review
- 19.15 – Conditional uses
- 19.17 – General Plan, Ordinance, or Zoning Map Amendment
- 19.26 – Planned Community Zone

Recommendation:

Staff recommends that the City Council conduct a public hearing, take public comment, discuss the proposed amendments, and choose from the options in Section H of this report, which include:

- approval of the identified Code sections, with the option of Council directed changes to the language, or
- denial of all or part of the amendments, or
- continuance of all or part of the amendments to a later date.

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801-766-9793 x107 • 801-766-9794 fax
kgabryszak@saratogaspringscity.com

A. Background: In October of 2013, the Land Development Code (Code) Update Subcommittee (Subcommittee) was appointed, consisting of two City Councilors and one member of the Planning Commission. The Subcommittee has met frequently to discuss, prioritize, edit, and guide a current list of Code amendments that need attention at this time.

Based on direction from and discussion with the Development Code Update Subcommittee, the current priorities are to clarify, clean up, and update 2nd Access standards, Development Review Processes, Uses, Temporary Uses, and Signage. While working on these amendments, Staff and the subcommittee took the opportunity to make additional updates, which were presented at the January 23, 2014 hearing and included in the attached draft.

The Commission held a continued hearing on February 27, 2014 and voted unanimously to forward a positive recommendation to the City Council on the amendments as attached. Due to the complexity of the related changes, the Planning Commission recommendation did not include amendments to Development Review Processes. These amendments are still undergoing edits and will be brought forward at a later date.

As Development Codes are living documents that need change over time, and as the list of remaining Code amendments that have been identified is still quite lengthy, the Council should anticipate updates, modifications, and clarifications ranging in scope from minor to significant, every three to six months or so. These amendments will range in scope from minor to significant, and will address changing situations and provide clarity and flexibility in land use controls, and also cleanup and fine-tune the Code.

B. Specific Request:

Ready for Possible Action:
Staff recommends that the Council discuss and potentially make a decision on the items below, as they are in final form and ready to move forward for adoption. The Commission reviewed the changes at their January 23, 2014 hearing and directed Staff to make minor changes; these changes were made and are included in the attached draft.

- 19.01 – General Provisions
  - *Clarify that consistency with the General Plan is required, not strict adherence. This comports with the State Code declaring General Plans advisory.*

- 19.02 – Definitions
  - *Adding definitions for various temporary uses*

- 19.03.05 through 19.03.08 – Powers and Duties of the Planning Commission
  - *Clarifying language referencing the General Plan*
  - *Stating that the Planning Commission can be the approval body for some permits, rather than always recommending to the Council*

- 19.05 – Model Homes
  - *Amend the language under "every dwelling on a lot" to clarify at which stage in development the original property right is replaced by the new subdivision or site*

plan

- 19.05 – Temporary Uses
  - *Update the TUP section per previous discussions to clarify permitted uses, timeframes, locations, and standards.*

- 19.12 – Subdivisions
  - *Clarify the time limits for the expiration of phased developments.*
  - *Clarify guidance of the General Plan*
  - *Allow processing of Preliminary and Final plat concurrently, with Final approval occurring only after Preliminary*
  - *Implement second access requirements*
  - *Place limitations on and standards for minor subdivisions to clarify when / how they are permitted*

- 19.18 – Sign Regulations for Office Uses
  - *Three options were presented to the Commission that included:*
    1. *Allowing office uses wall signage in an amount equal to half of the signage to which a similarly sized commercial/retail business would be eligible.*
    2. *Limiting office uses to a single building identification sign, and also allowing individual tenants with their primary entrance from the outdoor to have tenant identification signage over their doors.*
    3. *Prohibiting all office wall signage.*
  - *The Commission discussed the options at both meetings, and selected option number 2 outlined above. Additional changes were made to the draft in response to Commission direction.*

- 19.26 – Planned Community Zone
  - *Requiring general consistency with the General Plan, as no specific numbers are included in the GP for the PC zone.*
  - *Require the Master Development Agreement at time of Community Plan, and not Village Plan.*

Not Ready for Recommendation:
Additional changes, those primarily concerned with streamlining process, were discussed at the January 23, 2014 Commission meeting. As these changes have been undertaken, it has become apparent that more time is needed before these Code sections will be ready for a recommendation. Staff would like to take the time to be thorough and make sure that the proposed processes will work as anticipated without negative consequences.

The Code sections below are affected by the changes to process, therefore the Commission did not include them in their recommendation.

- 19.04 – Land Use Zones
  - *Updating the land use standards table to reflect the standards in each zone*
  - *Updating the uses allowed in each zone to reflect what was listed in each zone district*

- *Delegating some Conditional Use Permits to Staff and to the Planning Commission, with some decisions remaining with the Council*
- *Editing each zone district to:*
  - *remove the allowed/conditional uses and simply reference the table*
  - *remove a contradiction between lot size requirements between residential and commercial uses*
  - *add language for compatibility with surrounding uses*

- 19.13 – Development Review Processes
  - *Clarify the role of the Development Code*
  - *Reflect Planning Commission approval and add a process for Administrative Conditional Use Permits*
  - *Provide a Neighborhood Canvas option for developments in lieu of a Neighborhood Meeting*
  - *Adding a section to outline the process for Planning Director decisions*
  - *Adding a section to outline the process for City Council decisions*
  - *Removing Concept Plan from the description of another process, and giving it its own process*
  - *Consider making Concept Plan an administrative review with option of Planning Commission review*
  - *Clarifying that the Urban Design Committee is a recommending body only*
  - *Defining impact of Development Agreement expiration*
  - *Other clarifications*

- 19.15 – Conditional uses
  - *Creating a section for administrative CUPs, standard CUPs, and CUPs requiring Council approval*

- 19.14 – Site Plan Review
  - *Making Site Plans follow the same process as the related Conditional Use Permit and adding a process for Allowed Uses requiring a Site Plan*
  - *Requiring recordation of the site plan*

C. Process: Section 19.17.03 of the Code outlines the process for an amendment:

1. The Planning Commission shall review the petition and make its recommendation to the City Council within thirty days of the receipt of the petition.

   Complies*. There is no application as this is Staff initiated, and has received a recommendation from the Commission.*

2. The Planning Commission shall recommend adoption of proposed amendments only where it finds the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and that changed conditions make the proposed amendment necessary to fulfill the purposes of this Title.

   Complies. *Please see Sections F and G of this report.*

3. The Planning Commission and City Council shall provide the notice and hold a public hearing as required by the Utah Code. For an application which concerns a specific parcel of property, the City shall provide the notice required by Chapter 19.13 for a public hearing.

   ***Complies**. Please see Section D of this report. After the Planning Commission recommendation, a public hearing has been scheduled with the City Council.*

4. For an application which does not concern a specific parcel of property, the City shall provide the notice required for a public hearing except that notice is not required to be sent to property owners directly affected by the application or to property owners within 300 feet of the property included in the application.

   ***Complies**. Please see Section D of this report.*

D. Community Review: Per Section 19.17.03 of the City Code, this item has been noticed as a public hearing in the *Daily Herald*; as these amendments affect the entire City, no mailed notice was required. As of the date of this report, no public input has been received.

E. State Code: The Utah Code provides the basis for General Plan and Development Code contents and powers. Several sections of Utah Code are attached for reference and to help explain why a clear, predictable, and effective Code is so important.

- Utah Code Section 10-9a-102: General Purposes (Exhibit A)
  This section outlines the intent, to protect and provide for the health and welfare of the community, among many other intentions, and states that Cities may use various forms of land use controls and other tools to ensure that this intent is met.

- Utah Code Section 10-9a-405: General Plan Effect (Exhibit B)
  Per Section 10-9a-405, the General Plan is an "advisory guide for land use decisions," and is intended to set the overall vision of the community. As a result, the Development Code is intended (as outlined in the next sections) to be the regulatory tool for the specific uses within the community.

- Utah Code Section 10-9a-505: Zoning Districts (Exhibit C)
  This section explains how Cities can create zoning districts and may regulate and restrict various types of development, but specifies that regulations must be uniform (aka fair) for all properties in the zoning district. As a result, the Code needs to be specific enough to ensure that all potential uses will not have detrimental impacts.

- State Code Section 10-9a-507: Conditional Uses (Exhibit D)
  This section is quite important: Conditional Uses may only be denied if reasonable conditions cannot be placed on the use to mitigate the detrimental impacts. What qualifies as reasonable conditions, detrimental impacts, and mitigation is determined by local ordinances and standards. Without a clear code that addresses conditions, detrimental impacts, and mitigation, the City may be required to approve all conditional uses no matter how impactful they may be.

- State Code Section 10-9a-509: Applicant Entitlement to Land Use Approval (Exhibit E)
  Another very important section, this states that if an applicant meets all code requirements, their application must be approved. The City cannot impose a requirement on development that is not in the Code no matter how reasonable, practical, or sensible the requirement is. This is yet another reason why the Code must be clear, predictable, and thorough.

F. General Plan:

Land Use Element
The General Plan has stated goals of responsible growth management, the provision of orderly and efficient development that is compatible with both the natural and built environment, establish a strong community identity in the City of Saratoga Springs, and implement ordinances and guidelines to assure quality of development.

Staff conclusion
The proposed changes help to clarify previously unclear standards to aid in responsible and orderly development, and in general help improve areas of difficulty in the Code to better assure quality of development.

The goals and objectives of the General Plan are not negatively affected by the proposed amendments, community goals will be met, and community identity will be maintained.

G. Code Criteria:

Code amendments are a Legislative action; therefore the Council has significant discretion in their decisions. Generally, Code amendments are to be consistent with and guided by the General Plan, and such criteria are included in the Code for amendments. However, these criteria are not binding and serve as guidelines only. The criteria are outlined below.

19.17.04 Consideration of General Plan, Ordinance, or Zoning Map Amendment

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

1. The proposed change will conform to the Land Use Element and other provisions of the General Plan;
2. the proposed change will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public;
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
   The stated purposes of the Code are found in section 19.01.04:
   1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, its present and future inhabitants, and the public generally, and in particular to:
      a. encourage and facilitate the orderly growth and expansion of the City;
      b. secure economy in governmental expenditures;

c. provide adequate light, air, and privacy to meet the ordinary or common requirements of happy, convenient, and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
d. enhance the economic well-being of the municipality and its inhabitants;
e. facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
f. prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
g. stabilize and conserve property values;
h. encourage the development of an attractive and beautiful community; and
i. promote the development of the City of Saratoga Springs in accordance with the Land Use Element of the General Plan.

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.

H. Recommendation / Options:

Staff recommends that the City Council conduct a public hearing, discuss any public input received, and choose Option A below:

Option A
The Council may choose to **approve** the amendments to the Code Sections listed in the motion, as proposed or with modifications:

Motion: "I move to **approve** the proposed amendments to Sections 19.01, 19.02, 19.03, 19.05, 19.12, 19.18, and 19.26, with the Findings and Conditions below:

Findings:
1. The amendments are consistent with the General Plan by supporting the goals and policies articulated therein and improving processes for orderly growth.
2. The amendments comply with Section 19.17.04.2 and will not decrease nor otherwise adversely affect the health, safety, convenience, morals, or general welfare of the public by helping make the processes more streamlined and effective, while making standards clearer to ensure that they are fully met.
3. The amendments comply with Section 19.17.04.3 and will more fully carry out the general purposes and intent of the Code and any other ordinance of the City, as the amendments are intended to promote orderly growth, ensure that appropriate standards are in place and that such standards will be effective, and support the General Plan.
4. The amendments comply with Section 19.17.04.4 and will better protect the community through more efficient, predictable, and clear standards and processes.

Conditions:
1. The amendments shall be edited as directed by the Council: _____
   a. _____

b. _____
c. _____

Option B

Vote to **deny** the proposed Code amendments, with any or all of the findings below.

Motion: "I move to **deny** the proposed amendments to Sections 19.01, 19.03.05 through 19.03.08, 19.04, 19.05, 19.12, 19.13, 19.14, 19.15, and 19.26, with the Findings below:

Findings

1. The amendments are not consistent with the General Plan, as articulated by the Council:_____
2. The amendments do not comply with Section 19.17.04, sub paragraphs 2, 3, and/or 4 as articulated by the Council: _____
3. The amendments may be detrimental to the health, safety, welfare, and/or morals of the community, as articulated by the Council: _____
4. _____

Option C

Vote to **continue** the Code amendments to the next meeting, with specific feedback and direction to Staff on changes needed to render a decision. At the next meeting, items discussed at this meeting in Work Session may be reviewed in a public hearing.

Motion: "I move to continue the Code amendments to the April 1st meeting, with the following changes to the draft:

_____
_____
_____

I. Exhibits:

A. State Code Section 10-9a-102: General Purposes (page 9)
B. State Code Section 10-9a-405: General Plan Effect (page 10)
C. State Code Section 10-9a-505: Zoning Districts (page 11)
D. State Code Section 10-9a-507: Conditional Uses (page 12)
E. State Code Section 10-9a-509: Applicant Entitlement to Land Use Approval (pages 13-15)
F. Title 19 – working copy of amendments (pages 16-49)

(Note: for document size, most chapters and pages with no amendments have been removed. The entire document may be obtained upon request. The chapters not moving forward for action have also not been included as multiple edits are still needed.)

Exhibit A

10-9a-102. Purposes -- General land use authority.

(1) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.

(2) To accomplish the purposes of this chapter, municipalities may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law.

Amended by Chapter 363, 2007 General Session

Exhibit B

10-9a-405. Effect of general plan.

Except as provided in Section 10-9a-406, the general plan is an advisory guide for land use decisions, the impact of which shall be determined by ordinance.

Enacted by Chapter 254, 2005 General Session

Exhibit C

10-9a-505. Zoning districts.

(1) (a) The legislative body may divide the territory over which it has jurisdiction into zoning districts of a number, shape, and area that it considers appropriate to carry out the purposes of this chapter.

(b) Within those zoning districts, the legislative body may regulate and restrict the erection, construction, reconstruction, alteration, repair, or use of buildings and structures, and the use of land.

(c) A municipality may enact an ordinance regulating land use and development in a flood plain or potential geologic hazard area to:

(i) protect life; and

(ii) prevent:

(A) the substantial loss of real property; or

(B) substantial damage to real property.

(2) The legislative body shall ensure that the regulations are uniform for each class or kind of buildings throughout each zoning district, but the regulations in one zone may differ from those in other zones.

(3) (a) There is no minimum area or diversity of ownership requirement for a zone designation.

(b) Neither the size of a zoning district nor the number of landowners within the district may be used as evidence of the illegality of a zoning district or of the invalidity of a municipal decision.

Amended by Chapter 326, 2008 General Session

Exhibit D

10-9a-507. Conditional uses.

(1) A land use ordinance may include conditional uses and provisions for conditional uses that require compliance with standards set forth in an applicable ordinance.

(2) (a) A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.

(b) If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, the conditional use may be denied.

Amended by Chapter 245, 2005 General Session
Renumbered and Amended by Chapter 254, 2005 General Session

Exhibit E

10-9a-509. Applicant's entitlement to land use application approval -- Exceptions -- Application relating to land in a high priority transportation corridor -- Municipality's requirements and limitations -- Vesting upon submission of development plan and schedule.

(1) (a) Except as provided in Subsection (1)(b), an applicant is entitled to approval of a land use application if the application conforms to the requirements of the municipality's land use maps, zoning map, a municipal specification for public improvements applicable to a subdivision or development, and an applicable land use ordinance in effect when a complete application is submitted and all application fees have been paid, unless:

(i) the land use authority, on the record, finds that a compelling, countervailing public interest would be jeopardized by approving the application; or

(ii) in the manner provided by local ordinance and before the application is submitted, the municipality has formally initiated proceedings to amend its ordinances in a manner that would prohibit approval of the application as submitted.

(b) (i) Except as provided in Subsection (1)(c), an applicant is not entitled to approval of a land use application until the requirements of this Subsection (1)(b) have been met if the land use application relates to land located within the boundaries of a high priority transportation corridor designated in accordance with Section 72-5-403.

(ii) (A) A municipality shall notify the executive director of the Department of Transportation of any land use applications that relate to land located within the boundaries of a high priority transportation corridor.

(B) The notification under Subsection (1)(b)(ii)(A) shall be in writing and mailed by certified or registered mail to the executive director of the Department of Transportation.

(iii) Except as provided in Subsection (1)(c), a municipality may not approve a land use application that relates to land located within the boundaries of a high priority transportation corridor until:

(A) 30 days after the notification under Subsection (1)(b)(ii)(A) is received by the Department of Transportation if the land use application is for a building permit; or

(B) 45 days after the notification under Subsection (1)(b)(ii)(A) is received by the Department of Transportation if the land use application is for any land use other than a building permit.

(iv) (A) If an application is an application for a subdivision approval, including any land, subject to Subsection (1)(b)(iv)(C), located within 100 feet of the center line of a canal, the land use authority shall:

(I) within 30 days after the day on which the application is filed, notify the canal company or canal operator responsible for the canal, if the canal company or canal operator has provided information under Section 10-9a-211; and

(II) wait at least 10 days after the day on which the land use authority notifies a canal company or canal operator under Subsection (1)(b)(iv)(A)(I) to approve or reject the subdivision application described in Subsection (1)(b)(iv)(A).

(B) The notification under Subsection (1)(b)(iv)(A) shall be in writing and mailed by certified or registered mail to the canal company or canal operator contact described in Section 10-9a-211.

(C) The location of land described in Subsection (1)(b)(iv)(A) shall be:

(I) provided by a canal company or canal operator to the land use authority; and

(II) (Aa) determined by use of mapping-grade global positioning satellite units; or

(Bb) digitized from the most recent aerial photo available to the canal company or canal operator.

(c) (i) A land use application is exempt from the requirements of Subsections (1)(b)(i) and (ii) if:

(A) the land use application relates to land that was the subject of a previous land use application; and

(B) the previous land use application described under Subsection (1)(c)(i)(A) complied with the requirements of Subsections (1)(b)(i) and (ii).

(ii) A municipality may approve a land use application without making the required notifications under Subsection (1)(b)(ii)(A) if:

(A) the land use application relates to land that was the subject of a previous land use application; and

(B) the previous land use application described under Subsection (1)(c)(ii)(A) complied with the requirements of Subsections (1)(b)(i) and (ii).

(d) After a municipality has complied with the requirements of Subsection (1)(b) for a land use application, the municipality may not withhold approval of the land use application for which the applicant is otherwise entitled under Subsection (1)(a).

(e) The municipality shall process an application without regard to proceedings initiated to amend the municipality's ordinances as provided in Subsection (1)(a)(ii) if:

(i) 180 days have passed since the proceedings were initiated; and

(ii) the proceedings have not resulted in an enactment that prohibits approval of the application as submitted.

(f) An application for a land use approval is considered submitted and complete when the application is provided in a form that complies with the requirements of applicable ordinances and all applicable fees have been paid.

(g) The continuing validity of an approval of a land use application is conditioned upon the applicant proceeding after approval to implement the approval with reasonable diligence.

(h) A municipality may not impose on an applicant who has submitted a complete application for preliminary subdivision approval a requirement that is not expressed in:

(i) this chapter;

(ii) a municipal ordinance; or

(iii) a municipal specification for public improvements applicable to a subdivision or development that is in effect on the date that the applicant submits an application.

(i) A municipality may not impose on a holder of an issued land use permit or a final, unexpired subdivision plat a requirement that is not expressed:

(i) in a land use permit;

(ii) on the subdivision plat;

(iii) in a document on which the land use permit or subdivision plat is based;

(iv) in the written record evidencing approval of the land use permit or subdivision plat;

(v) in this chapter; or

(vi) in a municipal ordinance.

(j) A municipality may not withhold issuance of a certificate of occupancy or acceptance of subdivision improvements because of an applicant's failure to comply with a requirement that is not expressed:

(i) in the building permit or subdivision plat, documents on which the building permit or subdivision plat is based, or the written record evidencing approval of the land use permit or subdivision plat; or

(ii) in this chapter or the municipality's ordinances.

(2) A municipality is bound by the terms and standards of applicable land use ordinances and shall comply with mandatory provisions of those ordinances.

(3) A municipality may not, as a condition of land use application approval, require a person filing a land use application to obtain documentation regarding a school district's willingness, capacity, or ability to serve the development proposed in the land use application.

(4) Upon a specified public agency's submission of a development plan and schedule as required in Subsection 10-9a-305(8) that complies with the requirements of that subsection, the specified public agency vests in the municipality's applicable land use maps, zoning map, hookup fees, impact fees, other applicable development fees, and land use ordinances in effect on the date of submission.

Amended by Chapter 216, 2012 General Session

Exhibit F.1
19.01
Purpose

19.01.07. Classification of Annexed Territory.

1. In accordance with Utah Code § 10-9a-506, all property annexed to the City shall be classified at the time the property is annexed in land use zones that are defined in this Code and listed in the Land Use Element of the General Plan.

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2. If the City does not classify the property at the time the property is annexed, then all land uses within the annexed territory shall be compatible with surrounding uses within the City.

3. When determining what land use designations may be appropriate, the City Council shall carefully consider the land use of adjacent properties.

4. The public hearing and classification of land use shall be considered in the same manner as set forth in Chapter 19.17.

19.01.08. Establishment of Land Use Zones.

The municipality is divided into land use zones as shown on the City's official zoning map, which map and boundaries, notations, references, and other information shown thereon shall be as much a part of this Title as if the information and matters set forth by the map were all fully described herein.

19.01.09. Requirements Declared Minimums.

The uses and regulations that apply to each land use zone are established in accordance with the Land Use Element of the General Plan, which is designed to guide the purposes of this Title. The requirements herein are declared to be the minimums that are necessary to accomplish the purposes of this Title.

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19.01.10. Property Use Regulations.

The use of all real property within the City shall be limited and restricted as follows:

1. no land shall be used or occupied except as specifically permitted in the regulations for the land use zones in which it is located;

2. no land shall be used or occupied for use which is permitted only as an accessory or ancillary use to an established main use before such main use is actually established or where an established main use of the land has ceased;

3. no structure shall be designed, erected, altered, used, or occupied for use except for uses specifically permitted on the lot upon which the structure is located or erected as stated in the regulations for the land use zone in which the lot is located; and

4. no structure shall be erected, used, or occupied for a use which is permitted only for purposes accessory to an established main use or main building before such building has actually been located, been erected, or had its use established, and has been placed into operation, provided that:

Exhibit F.2
19.02
Definitions

Chapter 19.02. Definitions.

Sections:

19.02.01. Interpretation.
19.02.02. Definitions.

19.02.01. Interpretation.

For the purposes of interpreting this Title, the Rules of Construction in City Code Section 1.02.11 shall apply.

19.02.02. Definitions.

As used in this Title:

1. **"Accessory building"** means a building that:
    a. is clearly incidental to and found in connection with a principal or main building;
    b. is subordinate to and serves a principal or main building;
    c. is subordinate in area, extent, or purpose to the principal or main building served;
    d. is located on the same lot as the principal or main building served; and
    e. contributes to the comfort, convenience, or necessity of the occupants, business, or industry in the principal or main building.

2. **"Agriculture"** means the use of land for tree farming or growing or producing field crops, livestock, and livestock products, excluding feedlots or mink operations.
    a. "Field crops" include, among others, barley, soy beans, corn, hay, oats, potatoes, rye, sorghum, and sunflowers.
    b. "Livestock" includes, among others, dairy and beef cattle, goats, horses, sheep, hogs, poultry, game birds, and other animals including dogs, ponies, deer, and rabbits.
    c. "Livestock products" include, among others, milk, butter, cheese, eggs, meat, fur, and honey.

3. **Agriculture Building"** means any structure used for agriculture.

4. **"Alcoholic Beverage Package Agency"** means a liquor location operated under contractual agreement with the Department of Alcoholic Beverage Control, by a person other than the State, who is authorized by the Utah Alcoholic Beverage Control Commission to sell package liquor for consumption off the premises of the agency.

5. **"Alcoholic Beverage State Liquor Store"** means a facility for the sale of package liquor on premises owned or leased by the State of Utah and operated by State employees. This term does not apply to restaurants, private clubs, or package agencies

6. **"Ancillary Use":**
    a. means a use that:
        i. is clearly incidental to and found in connection with a principal or main use;

b. is intended to represent the equivalent impact on public infrastructure of one single family residence.

87. **"Family"** means:
    a. any number of individuals, related by blood, marriage, or adoption, and domestic servants for such family; or
    b. a group of not more than four persons who are not so related, living together.

88. **"Farm Animals"** mean animals kept or raised primarily for, or incidental to, livestock or agricultural operations, which are grouped into the following categories:
    a. Large Farm Animals: Large farm animals include the following:
        i. cow;
        ii. horse (mule-ass, pony, or similar species not listed);
        iii. ostrich (or other similar sized or closely related species);
        iv. llama or other similar species not listed; and
        v. other animals of similar size.
    b. Medium Farm Animals: Medium farm animals include the following:
        i. sheep;
        ii. emu;
        iii. goat;
        iv. turkey;
        v. geese;
        vi. peacock; and
        vii. other animals of similar size
    c. Small Farm Animals: Small farm animals include the following:
        i. chicken;
        ii. rabbit;
        iii. ducks;
        iv. pheasants; and
        v. other animals of similar size (excluding mink)

89. **"Farmers Market"** means a group of entities engaged in the temporary seasonal selling of homemade goods, homegrown vegetables, and other similar items in an open air market.

90. **"FEMA"** is an acronym for the Federal Emergency Management Agency.

91. **"Festival (including Bazaars or Fairs)"** means a not for profit activity or event that may only include shows, games, non-mechanical rides, concessions, or any combination thereof.

92. **"Fee schedule"** means the list or appendix of fees, also known as the Consolidated Fee Schedule for the City of Saratoga Springs, adopted periodically by the governing body which sets forth various fees charged by the City.

93. **"Final plat"** means a map of a subdivision which is prepared for final approval and recordation, which has been accurately surveyed so that streets, alleys, blocks, lots, and other divisions thereof can be identified and meeting any other requirements of this Ordinance or State or County Statutes.

114. **"Home occupation"** means a nonresidential activity, conducted entirely within a dwelling, which is clearly incidental and secondary to the use of the dwelling for residential purposes (see Section 19.08).

115. **"Hospital"** means an institution licensed by the State of Utah which provides diagnostic, therapeutic, and rehabilitative services to individuals on both an inpatient and outpatient basis by or under the supervision of one or more physicians and/or properly licensed practitioners.
   a. Any medical clinic or professional office which offers inpatient or overnight care, or operates on a twenty-four hour basis, shall be considered a hospital.
   b. A hospital may include integral support service facilities such as laboratories, outpatient units, training facilities and offices necessary to the operation of the hospital.
   c. This definition includes both general acute and specialty hospitals and must be licensed by the Utah Department of Health pursuant to the Health Care Facility Licensing and Inspection Act.

116. **"Hotel"** means a building containing guest rooms in which lodging is provided for compensation to transient or permanent guests or both.

117. **"Ice cream parlor"** means an establishment whose primary business is the sale of ice cream and other types of food or beverages for customer consumption that are not considered a complete meal, such as candy, soda, or coffee.

118. **"Ice Cream Vendor or Snow Shack"** means a seasonal business that serves ready-to-eat single-servings of ice cream, snow cones, and similar frozen treats from a self contained unit that may be motorized or in a trailer on wheels, or in a temporary structure affixed to the ground for the duration of the sales period.

119. **"Impound Yard"** means a facility that is used for the storage of wrecked motor vehicles, and vehicles impounded by law enforcement, kept for a period of time not exceeding fourteen days. This definition does not allow for the sale of parts.

120. **"Interior lot"** means any building lot other than a corner lot.

121. **"Kennel"** means a lot or premises on which four or more dogs, five or more cats, or any combination of five or more cats and dogs, at least four months old, are kept.

122. **"Kennel, boarding"** means a kennel where pet animals owned by another person are temporarily boarded for pay, trade, barter, commission, or remuneration of any sort; provided, however, this definition shall not apply to zoos or to animal hospitals operated by veterinarians duly licensed under the law.

123. **"Kennel, breeding"** means a kennel lawfully located on a premises one acre or more in size zoned for such use and where no more than ten dogs, registered with a nationally recognized registration organization, over the age of six months are owned, kept, or harbored for the purpose of breeding purebred or pedigreed dogs; provided, however, this definition shall not apply to zoos or to animal hospitals operated by veterinarians duly licensed under the law.

161. **"Medical and Health Care Offices":**
   a. means:
      i. offices or clinics which provide services for the treatment and care of illness or injury, medical, dental, chiropractic offices; or
      ii. offices devoted to the healing arts such as licensed and accredited massage therapists and licensed physical therapists; and
   b. may include a pharmacy or drugstore intended to serve patients of medical or dental professionals.

162. **"Mining and sand or gravel extraction subject to the City's adopted standards relating to such activities"** means all or any part of the process involved in the mining of minerals by removing overburden and mining directly from the mineral deposits, open pit mining or minerals naturally exposed, mining by auger method, dredging and quarrying, underground mining, and surface work incidental to an underground mine.

163. **"Minor Subdivision"** means the subdivision of a parcel into two or three parcels and where the construction of public improvements to service the created parcels is not required.

164. **"Mixed Use"** a tract of land or building or structure developed for two or more different uses such as, but not limited to residential, office, retail, and other possible compatible uses approved by the City Council.

165. **"Mixed-use development"** means a building or group of buildings designed to encourage a diversity of compatible land uses, which include a mixture of two or more of the following uses: residential, office, retail, and other possible miscellaneous compatible uses that are approved by the City Council.

166. **"Mobile food vendor"** is a business that serves food and / or beverages from a self-contained unit either motorized or in a trailer on wheels, conducts all or part of its operations on premises other that its own, and is readily movable, without disassembling, for transport to another location. The term "mobile food vendor" shall not include snow shacks or ice cream vendors.

167. **"Mobile home"** means a detached dwelling designed for long-term occupancy and transportation on its own wheels, on a flatbed, or on trailers, and arriving at the site where it is to be occupied as a complete dwelling ready for occupancy except for connections to utilities and other minor work.
   a. Removal of a mobile home's wheels or placing a mobile home on a foundation shall not remove such dwelling from classification as a mobile home.
   b. Excluded from this definition shall be those permanent dwelling structures that are constructed of component parts that are transported to the building site and which meet structural requirements of the applicable building code, plumbing code, mechanical code, and electrical code.

168. **"Model Home"** means a dwelling temporarily used as a sales office for a residential development under construction, and not for general real estate business.

provides written or electronic authorization to a check casher to effect a debit from that person's account using an electronic payment and the check casher provides the maker an amount of money that is equal to the face value of the check or the amount of the debit less any fee or interest charged for the transaction and agrees not to cash the check or process the debit until a specified date. This definition includes any other business that offers deferred deposit loans, title loans, check cashing services, or loans for payment of a percentage fee exceeding 1% of the check or $1 as a service fee that is incidental to its main purpose or business.

177. **"Off-street parking"** means the space within a building, lot, or parking lot, but not within any portion of any public street right-of-way, for the temporary parking of one vehicle.

178. **"Office"** means a room, suite of rooms, or building used for conducting the affairs of a business, profession, service industry, or government.

179. **"Open space":**
   a. means an open, landscaped, and improved area that:
      i. is unoccupied and unobstructed by residential or commercial buildings, setbacks between buildings, parking areas, and other hard surfaces that have no recreational value;
      ii. provides park or landscaped areas that meet the minimum recreational needs of the residents of the subdivision;
   b. includes parks, recreational areas, gateways, trails, buffer areas, berms, view corridors, entry features, or other amenities that facilitate the creation of more attractive neighborhoods;
   c. may include hard surfaced features such as swimming pools, plazas with recreational value, sports courts, fountains, and other similar features with recreational value, as well as sensitive lands with recreational value, subject to the limitations stated in the definition of sensitive lands, within a development that have been designated as such at the discretion of the Planning Commission and City Council; and
   d. may not include surplus open space located on another lot unless such surplus open space was previously approved as part of an overall site plan, development agreement, or plat approval.

180. **"Outdoor Seasonal Sales"** means a type of temporary use that includes outdoor retail operations such as produce stands, farmers markets, Christmas tree lots, pumpkin patches, fireworks stands, snow shacks, ice cream carts, or other similar seasonal retail uses but not including Mobile Food Vendors, Ice Cream Vendors, or Snow Shacks.

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181. **"Outdoor Vending Machines":**
   a. means any self-contained or connected appliance, machine, or storage container located outside or in a non-enclosed space that dispenses or provides storage of a product or service; and
   b. does not include newspaper racks, phones, and automatic teller machines.

201. **"Private or Quasi-Public School"** means a school that is operated by a private or quasi-public organization or individual, which includes an academic curriculum recognized as satisfying the requirements of elementary, secondary, or higher education in the State of Utah and is accredited by an accrediting agency recognized by the State of Utah.

202. **"Private road"** means a thoroughfare, held in private ownership and controlled by one or more persons, firms or corporations, and used or held for use primarily as a means of access to adjoining properties.

203. **"Produce Stand**" means a temporary roadside building or structure used for the seasonal retail sales of unprocessed fresh fruits, vegetables, flowers, herbs, plants, and other unprocessed agricultural food products. May also include cottage products produced from these agricultural food products such as honey, jam, and applesauce.

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204. **"Property owner"** means the owner in fee simple of real property as shown in the records of the Utah County Recorder's Office and includes the plural as well as the singular, and may mean either a natural person, firm, association, partnership, trust, private corporation, limited liability company, public or quasi-public corporation, other entities authorized by the State of Utah, or any combination of the foregoing.

205. **"Professional Office"** means a place intended for the conduct of administration or services by a business enterprise and in which no goods or merchandise are stored, displayed or sold.

206. **"Project Plan"** means a map:
   a. prepared by a licensed Engineer, Surveyor, Landscape Architect, or Architect that illustrates the basic components of a proposed development; and
   b. submitted with Conditional Use applications in cases where the submittal of a Site Plan is not required.

207. **"Protected open space"** means open space, meeting the definition used in this Chapter, that is either placed in a conservation easement or listed as unbuildable on the recorded plat.

208. **"Public building":** see **"Building, public"**

209. **"Public improvements"** mean streets, curbs, gutters, sidewalks, water and sewer lines, storm drains, and other similar facilities which are required to be dedicated to the City in connection with subdivision, Conditional Uses, or Site Plan approval.

210. **"Public and Private Utility Building or Facility"** means a building or structure used or intended to be used by any public or private utility, including any:
   a. gas treatment plant reservoir, tank, or other storage facility;
   b. water treatment plant, well, reservoir, tank, or other storage facility;
   c. electric generating plant, distribution, or transmission substation;
   d. telephone switching or other communications plant, earth station, or other receiving or transmission facility;
   e. storage yard for public or private utility equipment or vehicles; and

ii. food and beverages are usually served over a general service counter whether or not there is a seating area within the restaurant.

227. **"Restaurant, Sit Down"** means an establishment that provides, as a principal use, foods and beverages prepared for consumption within or without the establishment with no drive-up or drive-through window or drive-in and whose operation includes the following characteristics:
   a. customers are customarily served their food or beverage by a restaurant employee at the same table or counter at which said items are consumed; and a restaurant employee customarily clears the table of trash and food; and
   b. take-out service may be provided so long as it is not the principal business of the establishment and no drive-up or drive-through window, or drive-in, is utilized.

228. **"Retail sales"** means a place of business devoted in whole or in part to the sale, rental, or servicing of goods or commodities which are normally delivered or provided on the premises to a consumer.

229. **"Retail Tobacco Specialty Store"** means a commercial establishment in which:
   a. the sale of tobacco products accounts for more than 35% of the total annual gross receipts for the establishment;
   b. food and beverage products, excluding gasoline sales, is less than 45% of the total annual gross receipts for the establishment; and
   c. the establishment is not licensed as a pharmacy under Utah Code Title 58, Chapter 17b, Pharmacy Practice Act.

230. **"Riding Arena, Commercial"** means commercial roping and riding arenas (unlighted), as well as commercial roping and riding arenas (lighted) which may or may not be totally enclosed within a structure.

231. **"Riding Arena, Private"** means private roping and riding arenas (unlighted), as well as private roping and riding arenas (lighted) which may or may not be totally enclosed within a structure.

232. **"Road, private"**: See **"Private Road."**

233. **"Roadside Stand":** See Produce Stand.

234. **"Secondary Water System"** means a system which is designed and intended to provide, transport, or store water used for watering of crops, lawns, shrubberies, flowers, and other non-culinary uses.

235. **"Self-storage or mini-storage units":**
   a. means a building or group of buildings divided into separate compartments used to meet the temporary storage needs of small businesses, apartment dwellers, and other residential uses; and
   b. may include refrigerated or climate-controlled facilities.

236. **"Sensitive lands"** means land and natural features including canyons and slopes in excess of 30%, ridge lines, natural drainage channels, streams or other natural water

Exhibit F.3
19.03
Powers and Duties of Commission

19.03.05. Planning Commission Created: Appointment of Members.

1. There is hereby created a Planning Commission consisting of seven members, appointed by the Mayor with the advice and consent of the City Council, to serve terms of four years and until their successors are appointed and qualified. The terms shall be staggered so that the terms of the members shall expire on different years, when possible, and on December 31 of each year. Any unexpired terms shall be filled for the remainder of the term by the same procedure as original appointment. A member may be removed by the Mayor for cause, but only after a public hearing is first held if such is requested by the member.

2. The Planning Commission shall organize as provided in Utah Code Chapter 10-9a.

3. The Planning Commission members shall not receive a salary or fee for their services but may receive a stipend and be reimbursed for mileage or actual expenses incurred.

4. To carry out its duties, the Planning Commission and staff shall have the powers granted to such by this Title and by Utah Code Chapter 10-9a.

5. The Planning Commission shall adopt written rules of procedure for the conduct of its meetings and the performance of its other duties, which rules shall be subject to approval of the Planning Commission Chair and City Attorney and not be in conflict with state law or the terms of this ordinance.

6. The Planning Commission shall regularly meet to conduct its business according to a schedule of times and at a location set annually by the Planning Commission Chair.

7. From time to time the City Council may establish representative districts within the City from which the Mayor may appoint a resident to serve on the Planning Commission. Such appointments shall be made in conformance with all other sections of this Chapter.

19.03.06. Powers and Duties of the Planning Commission: Land Use Element of the General Plan.

1. The Planning Commission shall prepare and recommend a Land Use Element of the General Plan for the City of Saratoga Springs, or amendments thereto, in accordance with relevant sections of Utah Code.

2. The Land Use Element of the General Plan shall be used by the Planning Commission for guidance when making findings on decisions pertaining to Conditional Use permits and in making recommendations on large scale developments, changes to the land use ordinances, or changes to the zoning map.

3. The Planning Commission shall not make any decision or recommendation for approval for any Conditional Use Permit, land use ordinance change, development proposal, or change to the zoning map that without first considering the recommendations in the Land Use Element of the General Plan.

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19.03.07. Powers and Duties of the Planning Commission: Land Use Ordinance.

1. The Planning Commission may propose a land use ordinance or zoning map for the City of Saratoga Springs, may propose amendments of an existing land use ordinance or zoning map, and may adopt procedures for the proposals to be initiated by its members.

2. The Planning Commission shall consider and give its recommendations on any amendment to the land use ordinance which is proposed by the City Council and submitted to it for approval, denial, or recommendation.

3. Before the Planning Commission proposes any land use ordinance change, it shall comply with the requirements of Chapter 19.17.

4. In considering a proposed amendment to this Title or the City's official Zoning Map, the Planning Commission may submit a recommendation to the City Council for or against the proposal, or it may recommend an alternate amendment.

19.03.08. Powers and Duties of the Planning Commission: Development Proposals.

1. The Planning Commission shall take action to recommend to the City Council approval or denial of any land use application in accordance with the terms of land use regulations of the City plus any procedural bylaws the Planning Commission may have adopted under authority in this ordinance.

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2. The Planning Commission shall take action to approve or deny a land use application for which powers as the Land Use Authority have been granted in accordance with the terms of land use regulations of the City.

3. The Planning Commission shall follow procedural bylaws as adopted under authority in this ordinance.

4. The Planning Commission shall perform other duties as required under the terms of this ordinance.

19.03.10. Hearings Conducted by the Hearing Examiner.

1. The Hearing Examiner shall conduct hearings, may administer oaths to witnesses, may compel the attendance of witnesses, and may subpoena witnesses, documents, and other evidence. However, the Hearing Examiner may only subpoena witnesses, documents, or other evidence if there is an inadequate record. If written minutes and staff reports with adopted findings and conditions are available, it shall be presumed that there is an adequate record.

2. The City Recorder shall keep minutes of the appeal hearing.

3. The written minutes and records, along with the appeal application, written statements, and other facts bearing on the appeal and decision of the Hearing Examiner, shall be filed in the office of the City Recorder and shall be a public record.

Exhibit F.4
19.05
TUPs and Model Homes

Chapter 19.05. Supplementary Regulations.

Sections:

19.05.01. Purpose.
19.05.02. General Supplemental Regulations.
19.05.03. Wireless Telecommunication Equipment.
19.05.04. Non-Depository Institution.
19.05.05. Farm Animals in the A, RA-5, and RR Zones.
19.05.06. Keeping Chickens in the R-2 and R-3 Zones.
19.05.07. Outdoor Vending Machines.
19.05.08. Beekeeping.
19.05.09. Residential Facilities for Persons with a Disability.
19.05.10 Temporary Uses.

19.05.01. Purpose.

The purpose of this Chapter is to establish supplemental land development standards that are applicable to all or specified zones in the City of Saratoga Springs. The requirements of this Chapter shall be in addition to the specific standards set forth within each of the specific zones. If any of the provisions contained herein conflict with the provisions applicable to each specific zone, the more restrictive provision shall govern.

19.05.02. General Supplemental Regulations.

1. **Semi-Private Recreation Clubs.** The Planning Commission may permit, as a Conditional Use, the use of land in any zone for semi-private swimming clubs, tennis courts, or other recreational facilities providing that in all such cases, the following conditions are met:
    a. the facilities shall be owned and maintained by the members; and
    b. a minimum of seventy-five percent of the membership must be residents of the neighborhood or section of the subdivision.

2. **Yard Space, Open Space, Setbacks, and Other Requirements for One Building Only.** Required yards or open space around an existing building shall not be considered as providing yard or open space for any other building for the purpose of complying with the provisions of this Title. In addition, yards or other open space on an adjoining lot shall not be considered as providing a yard or open space on a lot whereon a building is to be erected or established. Areas needed to meet the width, depth, yard, area, parking, or other requirements of this Title for a lot or building may not be sold or leased away from such lot or building.

3. **Every Dwelling on a Lot.** Every dwelling structure shall be located and maintained on a separate lot or parcel having no less than the minimum area, width, depth, and frontage required by this Title for the zone in which the dwelling structure is located, except that group dwelling complexes or other more flexible requirements as permitted by this Title, may vary from this requirement.
    a. Lots or parcels for which a development permit has been issued or for which a subdivision has received preliminary plat approval, and for which on-site

development activity has begun, may no longer obtain a building permit for a dwelling based upon the original lot.

b. Lots or parcels for which preliminary plat approval has been given, but which development permit has either expired or been vacated by request of the property owner, may again obtain a building permit for the original lot.

4. **Lot Standards.** Except as otherwise provided in this Title, every lot within the City shall have such area and the required frontage upon a dedicated public or approved private street, as is required in this Title, before a building permit may be issued.

5. **Exceptions to Building Height Limitations.** Penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, fire, or parapet walls, skylights, towers, steeples, flagpoles, chimneys, smokestacks, water tanks, theater lofts, silos, solar collectors, solar louvers and reflectors, or similar structures may be erected above the height limits herein prescribed, but no space above the height limits shall be allowed for purposes of providing additional floor space, nor shall it provide for human occupancy.

6. **Approval of Culinary Water Supply and Sewage Disposal Required.** Where either a supply of piped water under pressure, approved for use by the City, or a connection to an approved sanitary sewer system is not available, no building permit shall be issued until the proposed plan for sewage disposal and the proposed source of water supply has been approved by the City of Saratoga Springs and County Health Department.

7. **No Building in Flood Plain.** No building, structure, fence, or other obstruction may be constructed within any portion of Zone A as defined on the FEMA Flood Insurance Map.

8. **Effect of Transportation Master Plan on Location of Structures.** No building lot shall be created and no structure shall be erected within the location of a proposed street, road, highway, or right-of-way as shown on the City's currently-approved Transportation Master Plan.

9. **Location of Agricultural Accessory Structures.** Except as otherwise provided in Title 19, no barn, silo, equipment shed, storage building, or similar accessory building to an agricultural use of land may be constructed or relocated closer than ten feet to any side or rear boundary line or closer than 100 feet to any public street or any dwelling on adjacent properties. Reductions to the 100 foot requirement may be granted by the Planning Commission on a case-by-case basis through a conditional use permit using the process and criteria outlined in Chapter 19.15.

10. **Minimum Height of Dwellings.** In those zones allowing dwellings, no dwelling shall be erected where more than ten percent of its main floor area is, or will be, below the finished surface grade. No basement houses shall be permitted.

11. **Property Access Requirements.** No building permit shall be issued for a building that is to be constructed on a lot or parcel that does not either abut a dedicated public street or highway or a private roadway to allow for police, fire, and emergency services.

i. The name, mailing address, and phone number of the applicant;
ii. The nature and extent of the disability;
iii. An exact statement of the ordinance or policy from which the applicant needs a reasonable accommodation;
iv. The applicant's proposed reasonable accommodation;
v. A statement detailing why a reasonable accommodation is necessary; and
vi. The physical address of the property where the person with a disability intends on living.

b. When considering whether or not to grant a reasonable accommodation, the City Council shall use the following factors:
   i. The zoning regulations applicable to the property;
   ii. The parking, traffic, and noise impact on the neighborhood if the reasonable accommodation is granted;
   iii. Whether or not the accommodation will be an undue burden or expense to the City;
   iv. The extent that the accommodation will or will not benefit the applicant;
   v. The extent that the accommodation will or will not benefit the community;
   vi. Whether the accommodation fundamentally alters the City-wide Land Development Code and General Plan;
   vii. Whether the applicant demonstrated that the accommodation will affirmatively enhance the applicant's use of his property or ameliorate the effects of the persons' disability;
   viii. Without the accommodation, whether similar housing is available in Saratoga Springs for the persons with a disability; and
   ix. Given the scope of the accommodation requested, what the impact is on the immediate neighborhood.

c. Written findings and conclusions of the City Council's decision shall be sent to the applicant within thirty days of the decision; and

d. If a request for a reasonable accommodation is denied, the decision may be appealed directly to district court.

19.05.10. Temporary Uses.

1. **Purpose and Intent.** The purpose and intent of the Temporary Use section is to allow certain uses within the City of Saratoga Springs which are temporary, or seasonal in nature, in a manner that such uses will be compatible with the land use zone and adjacent properties. A Temporary Use, which is subject to the provisions in this Section, is a commercial business venture for which a business license is required.

2. **Uses:** the following are acceptable Temporary Uses, as defined in Section 19.02.02:
   a. Produce Stand or Farmers Market
   b. Fireworks Stand*
   c. Christmas Tree Lot
   d. Snow Shack or Ice Cream Vendor*
   e. Pumpkin Patch
   f. Festivals including Bazaars or Fairs
   g. Temporary Retail (tent or sidewalk sale)*
   h. Mobile Food Vendors*

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* These uses are limited to non-residential and agricultural zones, unless occurring as part of a City approved special event, or wholly within the property boundaries of an institutional use.

3. **Standards for Temporary Uses.** A Temporary Use shall comply with the general standards as provided within this section:
   a. A minimum of two parking spaces shall be available, in addition to other necessary space for any off-street parking and traffic circulation generated by the Temporary Use, without obstructing required parking for any host business. All Temporary uses except for roadside stands require curb, gutter, and a paved surface on site.
   b. All uses except roadside stands are required to provide sanitary facilities for waste disposal for protection of community health and safety. This may be met through agreement with a host business or through temporary restroom facilities.
   c. Night lighting shall be compatible with adjacent uses. This requires all lighting to be shielded and directed downward to avoid light spill onto adjacent properties.
   d. All signs must comply with City adopted sign regulations.
   e. A use and/or display may not be placed within the right-of-way or on any landscaped area.
   f. No temporary use may occur within the clear view triangle of any intersection.
   g. No more than one temporary use is allowed per lot or parcel at any one time, including those approved by the Planning Commission.
   h. When electricity will be utilized, an electrical permit must be obtained from the Building Department prior to any sales occurring or prior to persons occupying the structure, whichever occurs earliest.
   i. Accessibility requirements must be addressed with the Building Department prior to any sales occurring.
   j. Where temporary structures are proposed, an inspection with the Fire Department is required prior to any sales occurring or prior to persons occupying the structure, whichever occurs earliest.
   k. Hours of operation shall be restricted to the hours of 7:00 a.m. to 10:00 p.m.
   l. Mobile Food Vendors shall be permitted only when hosted by an existing brick-and-mortar business, meaning a permitted business in a permanent structure, and when a written approval is granted by all other brick-and-mortar businesses within 300'.

3. **Planning Commission Review.** When considered appropriate by the Planning Director, a Temporary Use may be referred to the Planning Commission for review.

4. **Permit Required.** A Temporary Use Permit and Business License shall be required for all Temporary Uses.

5. **Application for a Temporary Use Permit.** An application for a Temporary Use Permit shall be made to the Planning Department, in conjunction with a business license, at least 14 days prior to the date of requested use. No Temporary Use Permit shall be issued more than 90 days prior to the start of the Temporary Use period. The Planning Department may issue or deny the application for a Temporary Use Permit based on the criteria herein.

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6. **Information Required for Application.** An application for a Temporary Use Permit shall be accompanied by the following:
   a. Description. A written description of the proposed use including requested length of permit, location(s), structure or vehicle type, date(s) and hour(s) of operation, and any other information verifying compliance with the standards of this Code.
   b. Authorization for Use. If the applicant is not the owner of the property, the ownership shall be identified along with written evidence of permission of the owner for such use to take place, dated no more than three months prior to the application.
   c. If applicable, written approval from adjacent brick-and-mortar businesses.
   d. Site Review. A vicinity map and site plan with sufficient information to determine the primary use of the property and the required site requirements, sanitary facilities, and availability of parking to serve the uses.
   e. Applicable fees.

7. **Duration of Temporary Use Permit.**
   a. Produce stand, farmers market, snow shack, or ice cream vendor is allowed for a period not to exceed five months in a calendar year.
   b. A Christmas tree lot is allowed for a period not to exceed forty-five days each calendar year.
   c. A fireworks stand, pumpkin patch, festivals including bazaars or fairs, and temporary retail are allowed for forty-five days.
   d. A Mobile Food Vendor is allowed for a maximum of four days per month over a period of time not exceeding twelve months in a single permit. Locations and dates for the duration of the permit shall be provided at time of permit application.

8. **Renewal of Temporary Use Permit.** The application fee shall be reduced by 50% for all previously approved Temporary Use Permits requesting renewal that have not altered their proposal in terms of scope, layout, intensity, duration, or location(s) from the previously approved permit.

9. **Bond Required.** All temporary uses on private property shall post a $500 cash bond to ensure the clean-up of the property after the use is removed; all temporary uses on public property shall post a $1000 cash bond for this purpose.

10. **Revocation of Temporary Use Permit.** A Temporary Use Permit may be revoked by the Planning Director in accordance with the provisions of this section if the recipient of the permit fails to develop or maintain the property in accordance with the plans submitted, the requirements of this section, or any additional requirements lawfully imposed in connection with the issuance of the Temporary Use permit.

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19.12
Subdivisions

Chapter 19.12. Subdivisions.

Sections:

19.12.01. Purpose.
19.12.02. General.
19.12.03. Subdivision Process and Approval Procedure.
19.12.04. Condominium Process and Approval Procedure.
19.12.05. Performance and Warranty Assurances.
19.12.06. General Subdivision Improvement Requirements.
19.12.07. Minor Subdivision Approval Procedure.
19.12.08. Property Line Adjustments (Exchange of Title).
19.12.09. Vacating or Amending a Plat.
19.12.10. Vacating or Altering Public Streets, Rights-of-Way, Easements, or Alleys.

19.12.01. Purpose.

The purpose of this Chapter is to provide regulations and standards for the: development of residential and non-residential subdivisions and construction of improvements thereon, including the design and installation of roads, streets, curbs, gutters, drainage systems, water and sewer systems, and other public facilities and utilities; dedication of land and streets; granting of easements or rights-of-way; and payment of fees and other charges for the approval of a subdivision.

19.12.02. General.

1. **Sales of portions of subdivision parcels.** No person shall sell, deed, or exchange, or offer to sell, deed, or exchange, any parcel of land that is a part of a subdivision or of a larger tract of land, or record in the office of the County Recorder any subdivision plat, unless the subdivision has been approved by the City according to the provisions of the City Code. This Chapter shall be interpreted so as to be consistent with Utah Code Chapter 10-9a.

2. **All lots subject to ordinances.** All lots, plots, or tracts of land located within a subdivision shall be subject to the provisions of the City Code, regardless of whether or not the tract is owned by the applicant or a subsequent purchaser, transferor, or holder of the land.

3. **Severability.** If any section, sentence, clause, or phrase of this Chapter is for any reason held to be invalid, such holding shall not affect the validity of the remaining portion of this Chapter.

4. **Building and occupancy permits.**
   a. It shall be unlawful for any person to receive a building permit until all improvements, including utilities, are installed in accordance with City ordinances and standards, accepted by the City in writing, and secured by a warranty bond posted to guarantee that they remain free from defects and continue to meet City standards for a period of one or two years as allowed in Utah Code § 10-9a-604.5. The City may allow building permits to be issued before improvements are installed

if a performance bond is posted (accompanied by a bond agreement) and when, in the opinion of the City Engineer, delaying those improvements will not cause public safety or utility service problems for the homes being issued permits. The bond agreement shall specify the timeframe in which the improvements must be completed.

b. There shall be no human occupancy of any building until all required improvements have been accepted in writing by the City, the building and lot are in compliance with the provisions of this Chapter and the City Code, and a certificate of occupancy has been issued. The City may allow occupancy before all required improvements are installed if a performance bond is posted (accompanied by a bond agreement) and when, in the opinion of the City Engineer, delaying those improvements will not cause public safety or utility service problems for the homes being issued occupancy permits. The bond agreement shall specify the timeframe in which the improvements must be completed.

5. **Duration.** Approvals for developments described in this Chapter are valid for twenty-four months from the date of approval. The City Council may grant extensions of time when such extensions will promote the public health, safety, and general welfare. Said extension must be requested within twenty-four months of Site Plan/Subdivision approval and shall not exceed twelve months.
   a. For phased developments, if the first phase is not recorded within twenty-four months from final plat approval, the approval for all phases shall expire.
   b. If the first phase is recorded within twenty-four months from final plat approval, the approval shall automatically be extended with each recorded phase for a period of twenty-four months measured from the date of most recent phase recordation.

6. **Phased Developments.** If the construction of various portions of any development is proposed to occur in stages, then the open space or recreational facilities shall be developed in proportion to the number of dwellings intended to be developed during any stage of construction.
   a. A Phasing Plan, including size and order of each phase and schedule of improvements to be installed, shall be approved by the City Council.
   b. Each phasing plan shall have the written approval of all property owners and shall be recorded on each plat and recorded lot.

19.12.03. Subdivision Process and Approval Procedure.

1. **Processing of development plans.** All subdivisions are subject to the provisions of Chapter 19.13, Development Review Processes. In addition, all residential and non-residential subdivisions shall comply with this Chapter.

2. **Preliminary Subdivision Plats.** All subdivisions must receive a Preliminary Plat approval. An application for a Preliminary Plat shall follow the approved City format and must contain the following information:
   a. Application form, applicant certification, and application fee.
   b. Preliminary title report.
   c. Soils report.
   d. Hydraulic and Hydrologic storm drainage calculations.

19. Proposed methods for the protection or preservation of sensitive lands.

ii. Grading and Drainage Plans:
   1. Topography at two-foot intervals.
   2. Road and lot layout.
   3. Areas of substantial earth moving with erosion control plan.
   4. Location of existing water courses, canals, ditches, springs, wells, culverts, and storm drains.
   5. Location of any flood plains, wetlands, and other sensitive lands.
   6. Location of 100-year high water marks of all lakes, rivers, and streams.
   7. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, off-site drainage facilities planned to accommodate the project drainage, and drainage plans proposed to facilitate the 10-year storm event. An off-site discharge rate of 0.2 cubic feet per second is the maximum allowed.
   8. Irrigation water systems shown with provisions to preserve them.

iii. Utility Layout Plans:
   1. All existing and proposed utilities including sewer, culinary water, secondary water, fire hydrants, storm drainage, subsurface drains, gas lines, overhead power lines, and street lights.
   2. Fire flow calculations at all hydrant locations.
   3. Location and dimensions of all utility easements, existing and proposed.

iv. File of all plans in pdf format.

v. A copy of the Utah County plat map showing ownership and parcel numbers.

vi. A document stating that UDOT has granted approval for access onto any State road.

3. **Final Plat.** Upon approval of a preliminary subdivision plat by the City Council, or concurrently with the preliminary plat, the developer must submit a final subdivision plat application to the City.
   a. The developer may submit a Final Plat application with the Planning Director at any time after the Preliminary Plat application for a subdivision has been submitted and all applicable fees have been paid so long as any Preliminary Plat approval has not expired.
   b. Upon receipt of an application for a Final Plat, the following process shall be followed:
      i. The Planning Director and City Engineer shall have ten business days to determine whether the application is complete. The applicant shall be notified in writing if the application is complete and, if incomplete, shall be notified of the reasons why the application is deficient.
      ii. Once an application is deemed to be complete, City Staff shall review the proposed Final Plat and determine whether it is in compliance with the approved Preliminary Plat, other provisions of the City Code, and any modifications, requirements, findings, and conditions made during Preliminary Plat approval. If the proposed Final Plat fails to comply, the Planning Director shall direct the City staff to return it to the developer, along with a written list of deficiencies. The Planning Director is

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i. Retention of ten percent of the total cost of all requirement improvements to be placed in an escrow account for the duration of the warranty period;
ii. An irrevocable standby letter of credit for no less than ten percent of the cost of all required improvements for the duration of the warranty period; or
iii. An escrow account in an amount no less than ten percent of the cost of all required improvements that shall be released upon expiration of the warranty period.

d. At the conclusion of the one or two year warranty period, the City must issue a Certificate of Final Acceptance before the retained ten percent can be released.

4. **Default.** In the event that the owner, developer, or contractor is in default or fails or neglects to satisfactorily install the required improvements within one year from the date of posting the performance bond (or other period of time as specified per agreement with the City), or fails to correct, repair, or replace the defective improvements during the one or two year warranty period, the City may declare the bond proceeds forfeited and may, in its sole discretion, install or cause the required improvements to be installed, repaired, or replaced using the bond proceeds. The City may also use the bond proceeds to pay for administrative and legal costs incurred and may take any other action legally available.

19.12.06. General Subdivision Improvement Requirements.

1. **Subdivision Layout.** This Section contains general requirements regarding overall subdivision design and layout. The following provisions apply to new subdivisions:
   a. The subdivision layout should be generally consistent with the City's adopted Land Use Element of the General Plan, and shall conform to any land use ordinance, any capital facilities plan, and any impact fee facilities plan.
   b. The maximum length of blocks shall be 1,000 feet. In blocks over 800 feet in length, a dedicated public walkway through the block at approximately the center of the block will be required.
      i. Such a walkway shall not be less than fifteen feet in width unless otherwise approved by the City.
      ii. Blocks intended for commercial or industrial uses shall be designed specifically for such purposes, with adequate space set aside for off-street parking and delivery facilities.
      iii. A block shall be measured from the centerline of one intersection to the centerline of the next intersection or apex of the nearest cul-de-sac. For purposes of measuring block length, an intersection may include two-way, three-way, or four-way intersections of roadways.
   c. The City will require the use of connecting streets, pedestrian walkways, trails, and other methods for providing logical connections and linkages between neighborhoods.
   d. Private roads may be constructed as approved by the City Council so long as such roads meet the same standards and requirements for public roads in the City except that park strips are not required.
   e. Access:
      i. Two separate means of vehicular access onto a collector or arterial road shall be required when the following threshold is met:

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1. Whenever the total number of dwelling units ~~(single-family, multi-family, or any type or combination thereof)~~ served by a single means of access will exceed fifty.

ii. Exceptions: where no point of second access is available within five hundred feet (500'), and where all units are provided with an approved sprinkler system, a second access shall not be required until the number of units reaches double the above limits.

iii. Where two means of access are required, the points of access shall be placed a minimum of 500 feet apart, measured along the center of the driving lane from center of right-of-way to center of right-of-way. The City Fire Chief may require a greater distance than 500 feet if:

1. an essential link exists between a legitimate governmental interest and the requirement; and
2. the requirement is roughly proportionate, both in nature and extent, to the impact of the proposed development.

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2. **Lot Design.** The following provisions apply to new lots:
   a. All subdivisions shall result in the creation of lots that are developable and capable of being built upon. A subdivision shall not create lots that would make improvement impracticable due to size, shape, steepness of terrain, location of watercourses, sanitary sewer problems, driveway grades, or other physical constraints and considerations.
   b. All lots or parcels created by the subdivision shall have frontage on a street or road that meets the City's ordinances, regulations, and standards for public roads.
   c. Flag lots may be approved with less frontage when the Planning Commission determines that the creation of such a lot would result in an improved design or better physical layout for the lot based on the following criteria:
      i. For subdivisions with 20 or less lots: no more than 10% (rounding down) of the total lots are allowed to be flag lots;
      ii. For subdivisions with 50 or less lots: no more than 7.5% of the total lots are allowed to be flag lots; and
      iii. For subdivision with more than 50 lots: no more than 5% of the total lots are allowed to be flag lots.
   d. Land dedicated as public roads and rights-of-way shall be separate and distinct from land included in lots adjacent to public roads and rights-of-way. In no case may land dedicated for public roads and rights-of-way be included in the area calculation of any lots.
   e. Side property lines shall be at approximately right angles to the street line or radial to the street line.
   f. Corner lots for residential use shall be platted ten percent larger than interior lots in order to facilitate conformance with the required street setback for both streets.
   g. No lot shall be created that is divided by a municipal or county boundary line. Each property boundary line shall be made a lot line.
   h. Remnants of property shall not be left in the subdivision that do not conform to lot requirements or are not required or suitable for common open space, private utilities, public purposes, or other purpose approved by the City Council.
   i. Double access lots are not permitted with the exception of corner lots.
   j. Driveways for residential lots or parcels shall not be allowed to have access on major arterials such as Redwood Road, Crossroads Boulevard, Pioneer Crossing,

and Pony Express. Exceptions may be made for large lots (at least 1 acre in size) or for lots where the home is set back over 150 feet from the arterial roadway. Approval by UDOT may be required.

k. All subdivisions along arterial roadways shall conform to the City's requirements and adopted street cross-section including pedestrian walkways, park strips, landscaping, and fencing.

3. **Timing of Installation; Phasing.** The City permits developers to separate approved preliminary plats into phases for review, approval, and recording subject to the following conditions:
   a. Bonding for each phase is required and shall include (in addition to the requirements of 19.12.05):
      i. improvements required for that phase;
      ii. major off-site improvements needed for the completion of the entire approved preliminary plat; and
      iii. subdivision-wide improvements of major importance such as neighborhood parks, trails, open space, or other neighborhood amenities that will otherwise be installed for the entire project as set forth in the development agreement, subdivision approvals, construction drawings, and approved plans.
   b. Each phase shall have at least two contiguous and paved accesses to ensure adequate circulation and access for the duration of the construction of one or more phases.
   c. Improvements must be completed within twenty-four months of recording the Final Plat, unless a shorter period is otherwise provided in a development or bond agreement.
   d. Road access must be provided as approved by the City Engineer and Fire Department.
   e. Fire hydrants or alternative fire protection methods must be operational before any home construction within the subdivision will be allowed to proceed above foundation level. Other restrictions contained in the Building Code may also apply. Exceptions for model homes may be approved in accordance with Section 19.05.02.

19.12.07. Minor Subdivision Approval Procedure.

Applications to subdivide a parcel into a maximum of four parcels may follow the process described herein as the Minor Subdivision Approval Procedure. The process of effectuating the subdivision of land as a Minor Subdivision shall commence with the submission of a complete Minor Subdivision application to the City. Upon receipt of an application for a Minor Subdivision approval, the following process shall be followed and criteria met:

1. **Limitations.**
   a. A Minor Subdivision is a one-time process. Lots created through a Minor Subdivision are not eligible to apply for an additional Minor Subdivision.
   b. The minimum lot size for lots created through a Minor Subdivision shall be one acre, or the minimum allowed by the zone, whichever is greater.
   c. Minor Subdivisions shall only be considered in the A, RA-5, RR, and R-1 zones.

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d. Lots created through a Minor Subdivision may not be buildable until all other applicable State and local requirements are met.

2. **Complete Application.** The Planning Director and City Staff shall have ten business days to determine whether the application is complete. The applicant shall be notified in writing if the application is complete and, if incomplete, shall be notified of the reasons why the application is deficient.

3. **DRC Review.** Once an application is deemed to be complete, the Development Review Committee shall complete a review of the proposed plat and submit a report to the Planning Commission prior to the meeting where the Planning Commission will review the Final Plat application.

4. **Planning Commission.** The Planning Commission shall conduct a public hearing and review the proposed Final Plat to determine whether it is in compliance with the City Code.
   a. If the proposed plat complies, the Planning Commission shall approve the plat and authorize the Mayor to sign the plat.
   b. If the proposed plat fails to comply, the Planning Commission shall deny the plat, or may continue the decision with direction to the City staff to return it to the developer along with a written list of deficiencies that must be corrected before the Planning Commission will authorize the Mayor to sign it.
   c. The Planning Commission is specifically charged with ensuring that all significant conditions required for plat approval have been resolved before taking final action.

5. **Recordation.** The City Recorder, or designee, shall be responsible for recording subdivision plats. The subdivider shall pay for all recording fees at the time of recordation. No Final Plat shall be recorded unless and until the plat is properly approved, signed, and accepted by the City.

6. **Application Requirements.** Applications for Minor Subdivision plats shall include the following items:
   a. application form completed and application fee paid;
   b. updated Preliminary Title Report;
      i. The Title Report must also demonstrate that the proposed minor subdivision has not been involved in any prior minor subdivision;
   c. Minor Subdivision Plat.:
      i. Three full-size sheets 24" x 36" and seven 11" x 17" copies shall be submitted along with a digital copy. Additional copies will be required prior to the Planning Commission meeting where the plat is scheduled for consideration.
      ii. Three blueprint copies of the complete construction drawings shall be submitted. The plat shall include the following:
         1. Subdivision name and location.
         2. Description of land to be included in the subdivision with appropriate survey ties to existing section corners.
         3. The total subdivision area.
         4. Width and names of existing and proposed roadways

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5. Drawing scale to be no smaller than one inch = 100 feet.
6. Lot dimensions, property line bearings and area.
7. Lot numbers.
8. Easements.
9. Street monument locations.
10. Flood plain boundaries as indicated by the Federal Emergency Management Agency.
11. Record of Survey.
12. Signature blocks per the City standard plat.
13. Lot and road addresses and addresses for each intersection.

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19.12.08. Property Line Adjustments (Exchange of Title).

1. **Standards.** Owners may adjust property lines between adjacent lots or parcels that are described by either a metes and bounds description or a recorded plat, by exchanging title portions of those parcels after approval if:
   a. no new dwelling lot or dwelling results from the property line adjustment;
   b. the number of lots or parcels does not increase;
   c. the adjoining property owners consent to the property line adjustment;
   d. the property line adjustment does not result in remnant land that did not previously exist; and
   e. the adjustment does not result in a violation of applicable zoning requirements.

2. **Application.** The owners shall file an application requesting a property line adjustment together with all required documents.

3. **Planning Director Review.** The Planning Director shall review all the documents to determine if they are complete and that they comply with the requirements set forth above. If the Planning Director determines that documents are complete and the requested property line adjustment complies with the standards set forth above, the Planning Director will approve the Property Line Adjustment.

4. **Notice of Approval and Conveyance of Title.** After approval by the Planning Director, the applicant shall:
   a. Prepare a Notice of Approval which:
      i. is executed by each owner included in the exchange;
      ii. is signed by the Planning Director;
      iii. contains an acknowledgment for each party signing the Notice as required by State law for real property; and
      iv. recites the description of both the original parcels and the parcels created by the property line adjustment; and
   b. Record a deed which conveys title as approved;
   c. Record the Notice of Approval; and
   d. Provide City staff with a recorded copy of the Notice of Approval.

5. **Property Line Adjustment Not a Subdivision.** A property line adjustment shall not be deemed a subdivision of property and shall not be required to follow the subdivision process of this Title.

Exhibit F.6
19.18
Office Signs

Chapter 19.18. Sign Regulations.

Sections:

19.18.01. Purpose.
19.18.02. Definitions.
19.18.03. Prohibited Signs.
19.18.04. Signs not Requiring a Permit.
19.18.05. Permit Process.
19.18.06. General Sign Standards.
19.18.07. Permitted Temporary Signs.
19.18.08. Permitted Permanent Signs.
19.18.09. Development Information Signs.
19.18.10. Enforcement.

19.18.01. Purpose.

1. The purpose of this Chapter is to detail the sign permit process, provide general design standards, and define signage related terms.

2. It is the intention of the City of Saratoga Springs to encourage signs which reflect a high level of aesthetics while accommodating the need to provide identification for the variety of land uses in the City.

3. This chapter shall set forth standards that will assist in the elimination of confusing and excessive signs in order to preserve and improve the natural landscape, architecture of buildings, and character of the City.

4. This chapter is intended to protect and enhance property values and promote the public health, safety, and general welfare of the residents of the City of Saratoga Springs.

5. It is the intention of the City of Saratoga Springs to provide a fair and consistent approval process for signage while accommodating growth and maintaining the high design standards associated with the City.

19.18.02. Definitions.

As used in this Chapter, the following words and phrases have the following meanings, unless the context clearly indicates that a contrary meaning is intended:

1. **"A-frame Sign"** means a portable sign, structure, or configuration composed of two sign faces mounted or attached back-to-back in such manner as to form a basically triangular vertical cross-section.

2. **"Abandoned Sign"** means a sign that remains after the termination of a business or use, or a sign that exhibits evidence of neglect for a period of time in excess of ninety days.

charter schools, public buildings or facilities, public recreation facilities, residential facilities for elderly persons, educational centers, and churches.

30. **"Logo"** means a sign copy that represents an icon describing a person, business, or service.

31. **"Monument Sign"** means a ground sign with a face that extends to the ground or to a base or pedestal.

32. **"Nonconforming Sign"** means a sign, sign structure, or portion thereof lawfully existing at the time this Code became effective, which does not conform to all applicable regulations prescribed herein.

33. **"Off-premise Sign"** means any sign which advertises a use, establishment, product, or service that is sold, produced, manufactured, or furnished at a place other than on the property on which the sign is located.

34. **"Office Use"** means a use that provides professional, administrative, or business related services. Production, distribution, or the retail or wholesale of goods or commodities are not included. Examples include dentists, accountants, legal services, and similar.

35. **"On-premise Sign"** means a sign which advertises or directs attention to a use, establishment, product, or service that is located on the property on which the sign is located.

36. **"Painted Window Sign"** means a sign painted on windows or doors with markers, paints, or any other type of substance used to display advertisements, holiday decorations, or special event notifications.

37. **"Pedestal Sign"** means a freestanding ground sign with two or more vertical supports extending from the sign face to the ground.

38. **"Pole Sign"** means a freestanding identification or business sign which is supported by a single pole mounted permanently in the ground.

39. **"Political Sign"** means a temporary sign advertising a candidate for public office, a political party, measure or issue scheduled for an election.

40. **"Primary Entrance"** means the entrance used by the majority of visitors to a business.

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41. **"Projecting Sign"** means a sign attached to a building and extending in whole or in part beyond any wall of the building.

42. **"Property Sign"** means an on-premise sign that states the rights that the owner of that property wishes to enforce such as no dumping or no trespassing.

43. **"Pylon Sign"** means a ground sign that includes only one vertical structural support connecting the face of the sign to the ground.

10. **Development Entrance Flags.** No more than four flags shall be permitted for one entrance into a development. Permitted flag poles shall not exceed twenty feet in height and flags shall not exceed fifteen square feet in size.

11. **Construction and Service Company Signs.** Signs announcing the name of the construction or development company performing site or building work or design shall be allowed without a permit provided the signs comply with the following standards:
    a. Location. Construction and service company signs shall only be allowed on sites that have been issued a building or construction permit.
    b. Size. The maximum size of construction signs for a site shall be as shown below. The number of signs is not restricted; however, the sum of the area of all construction signs shall not exceed the allowable area. The permitted maximum sign area shall be for each frontage the site has on a public street.

Use	Site Area	Maximum Sign Area (sq. ft.)	Maximum Sign Height (ft.)
Residential/Mixed Use	Less than one acre	24	6
	More than one acre	32	8
Commercial/Non-Residential	Less than two acres	32	8
	More than two acres	64	10

12. **Residential Signs.** Residential signs are permitted provided they are no larger than four feet in height or sixteen square feet in size and comply with the general sign standards listed in 19.18.06.

13. **Civic Signs.** Temporary banner signs are allowed for civic or school events. These signs shall not exceed four feet in height and thirty-two square feet in size (see Figure 13). Banner signs shall be placed in a landscaped area and shall not be located within the clear vision zone identified in Subsection 19.18.06.4.b. These temporary banner signs may be posted for a period of thirty days.

14. **Vehicle Signs.** Vehicles or trailers used for daily business operations with signage attached or painted on to it must be parked out of the public right-of-way and outside of any site visibility triangle for public safety reasons. Vehicles or trailers may not be parked in the public right-of-way for the sole purpose of advertising.

19.18.05. Permit Process.

1. **Permanent Commercial, Office, Institutional, or Public Facility Signs.** Permanent signs allowed in Section 19.18.08 for commercial and office uses shall be required to follow the permit process outlined below.
    a. **Signage Plan Review Required.** All commercial, industrial, institutional, or multi-family residential uses submitting a site plan application in accordance with Section 19.14 must submit a signage plan. The signage plan shall be reviewed by

shall be at least two feet in height and be finished with building materials to match the building. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy. If the uses being advertised involve more than one tenant, the permitted monument sign may list multiple tenants in the sign area. Changeable copy may be incorporated into the area of the sign face; however, it may not exceed fifty percent of this area. A protective cover is required over the portion of a sign which includes changeable copy. Monument signs shall also contain the street number or coordinate of the building the sign is associated with.

iv. **Illumination.** Monument signs for office uses may be either internally or externally illuminated.

b. **Tenant Listing Sign.** Office uses shall be permitted one tenant listing sign for each entrance to the building. Signs shall be mounted adjacent to the building entrance and shall be incorporated into the design of the building. Signs shall not exceed nine square feet in size and the top of the sign shall not be mounted more than seven feet above the finished grade of the building (see Figure 16). Signs shall include only the name of the business and the address or suite number.

FIGURE 16

c. **Directional Signs.** Signs which provide direction for pedestrians or vehicles shall be allowed for office uses provided all of the following regulations are met.

i. **Number and Location.** The number of permitted directional signs shall be determined by City staff at the time of site plan and sign permit review. The number of directional signs allowed shall be the minimum required for safe circulation of pedestrian and vehicular traffic onto and through a site. All directional signs must be located entirely on-premise.

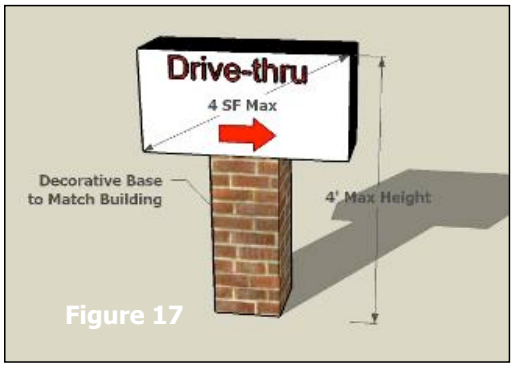

Figure 17

ii. **Size.** Directional signs shall not exceed four feet in height and the sign area shall not exceed four square feet in size (see Figure 17).

iii. **Design.** Directional signs are intended to direct traffic onto and through a site. As a result, a maximum of twenty percent of the sign face may contain advertising for the associated business or use. The supporting structure for all directional signs must include a decorative base constructed with materials to match the building.

iv. **Illumination.** Directional signs shall only be internally illuminated.

d. **Wall Signs.**

i. **Building Identification Sign.** Wall signs for buildings with single or multiple tenants are limited to a single building identification sign such as a name or logo or number.

1. **Sign Area.** The maximum permitted area for this wall sign shall be one square foot for every two lineal feet of width of the building face to which the sign is attached.
2. **Design.** The wall sign shall not cover or conceal the architectural features on the building and shall blend with the surrounding environment. The color, style, size, scale, and proportion of the wall sign shall enhance the exterior of the building. Unless the architecture of the building dictates otherwise, the wall sign shall maintain a rectangular shape and have a landscape orientation with the width being greater than the height. No portion of the wall sign shall project above or below the highest or lowest part of the wall on which the sign is located. The wall sign shall not project more than eighteen inches from the face of the building to which it is attached.

ii. **Tenant Name Plates.** For buildings with multiple tenants, those individual tenants with individual primary entrances from the exterior are permitted a tenant name plate above the tenant entrance.

1. **Sign Area.** The maximum area for this wall sign shall be three square feet, and shall be three feet wide and one foot tall.

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2. **Mounting Height.** The sign shall be mounted directly above the entrance at a maximum height of fifteen feet and a minimum height of eight feet.
    a. Second story tenants with a primary entrance from the exterior shall measure the above referenced height from the floor in front of the entrance.
3. **Design.** The sign shall be constructed of metal, stone, or other permanent materials that are consistent with the overall quality, character, and style of the building architecture. Plastic and laminate are not permitted. Colors shall be of a palette that is compatible with the building architecture. The sign shall not project more than ten inches from the building façade.

d. **Window Signs.** Office uses shall be permitted window signs in accordance with 19.18.04(2).

3. **Retail/Commercial Uses.** Signage for individual retail buildings and shopping centers shall be regulated as follows. All permitted signs shall also comply with the general standards listed in 19.18.06.
    a. **Ground Signs.** The style of ground signs permitted shall be regulated by the size of the site with which the sign is associated. Commercial projects larger than seven acres shall be permitted to utilize pedestal signs. Any site less than seven acres shall be permitted monument signs only. However, commercial projects larger than three acres but less than seven acres shall be permitted to utilize shared monument signs. Ground signs for multi-tenant commercial projects may list more than one tenant in the sign area.
    b. **Monument Signs.**
        i. **Number and Spacing.** One monument sign shall be allowed for each frontage in excess of fifty feet a site has on a public street. Monument signs must be separated by a minimum distance of 100 feet as measured diagonally across the property. In addition, monument signs shall be no closer than 100 feet to any other ground sign located on the same frontage (see Figure 14).
        ii. **Size and Height.** Monument signs shall not exceed seven feet, six inches (7'-6") in height. The area of the sign face shall not exceed forty-five square feet (see Figure 15).
        iii. **Design.** Monument signs shall be constructed of materials and colors that match the building being advertised. The base of the sign shall be at least two feet in height and be finished with building materials to match the building. The base of the sign shall run the entire horizontal length of the sign and shall contain no sign copy. Changeable copy may be incorporated into the area of the sign face; however, it may not exceed fifty percent of this area. A protective cover is required over the portion of a sign which includes changeable copy.
        iv. **Illumination.** Monument signs may be either internally or externally illuminated. These requirements are listed in the general sign standards within Subsection 19.18.06(5).

Exhibit F.7
19.26
Planned Community Zone

Chapter 19.26. Planned Community Zone.

Sections:

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

19.26.01. Purpose.

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

1. a desirable living and working environment with unique identity and character;

2. an innovative integration of uses, such as residential, commercial, recreation, entertainment, office, and light industrial uses;

3. focused development patterns that:
    a. preserve sensitive areas, significant natural, features, and drainage patterns;
    b. optimize open spaces; and
    c. highlight significant natural features;

4. a diversity of uses to meet the life cycle of residents, including a range of housing types and densities and recreational, social, educational, service, and employment opportunities;

5. a variety of development and use standards, including a range of heights, setbacks, densities, and lot sizes, to achieve innovative design patterns;

6. safe pedestrian and bicycle travel that optimizes access from homes to services, shopping, education, and transit facilities;

7. a process for developers and the City to plan the potential capacity, intensity, and general types of uses, while allowing flexibility to respond to changes in the market over long build-out periods, with allowances for interim uses; and

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

a. The continuation of such an interim use after the approval of any Village Plan may only occur with the express approval of the City Council, and on such terms and conditions as the Council may dictate.
b. In approving the Village Plan, the City may require mitigation measures, including buffers, transitions, or alternate access routes to ensure that the interim uses are compatible with the other intended uses in the Village Plan and the community as a whole.

3. **Location of Uses.** The pattern, arrangement, and location of each land use shall generally be guided by the General Plan Land Use Map; however, in the Community Plan, the applicant may refine the location and pattern of land uses shown on the General Plan Land Use Map in order to improve design, accessibility, and marketability using the General Plan as guidance for overall character and intent.

19.26.05. Adoption and Amendment of Community Plans.

1. No contiguous property of less than 500 acres shall be zoned as a Planned Community District.

2. Community Plans require a recommendation from the Planning Commission and approval by the City Council per Chapter 19.17 and as detailed throughout the rest of this Section.

3. **Application for Community Plan.** Concurrently with a zone change to Planned Community Zone, the Planning Commission shall consider an application to adopt a Community Plan. The Planning Commission shall review the application, hold a public hearing, and certify its recommendation to the City Council. Before certifying a recommendation of approval, or approval with conditions, the Planning Commission must find that the Community Plan:
   a. is generally consistent with the goals, objectives, and policies of the General Plan, with particular emphasis placed upon those policies related to community identity, distinctive qualities in communities and neighborhoods, diversity of housing, integration of uses, pedestrian and transit design, and environmental protection;
   b. contains sufficient standards to guide the creation of innovative design that responds to unique conditions;
   c. is compatible with surrounding development and properly integrates land uses and infrastructure with adjacent properties;
   d. includes adequate provisions for utilities, services, roadway networks, and emergency vehicle access; and public safety service demands will not exceed the capacity of existing and planned systems without adequate mitigation;
   e. is consistent with the guiding standards listed in Section 19.26.06; and
   f. contains the required elements as dictated in Section 19.26.07.

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19.26.07. Contents of Community Plans.

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

1. **Description.** A metes and bounds legal description of the property and a vicinity map.

2. **Use Map.** A map depicting the proposed character and use of all property within the Planned Community District. This map shall be of sufficient detail to provide clear direction to guide subsequent Village Plans in terms of use and buildout. This map is not required to specify the exact use and density for each area and instead, to allow flexibility over the long-term, may describe ranges of buildout and ranges of uses.

3. **Buildout Allocation.** An allocation of all acreage within the Planned Community District by geographic subarea or parcel or phase with ranges of buildout levels calculated based on the City's measure of equivalent residential units, including residential and non-residential density allocations and projections of future population and employment levels.

4. **Open Space Plan.** A plan showing required open space components and amenities.

5. **Guiding Principles.** A general description of the intended character and objectives of the Community Plan and a statement of guiding land use and design principles that are required in subsequent and more detailed Village Plans and are necessary to implement the Community Plan. The guiding land use and design principles shall address:
    a. Community-wide systems and themes including streetscape treatments, drainage and open space corridors, pedestrian systems, park and recreation systems, and public realm elements.
    b. The desired character of the Community Plan, including conceptual landscaping plan showing the general character and nature of live plant species and potential design treatment of major features.
    c. Guiding development standards critical to ensure the desired character of each geographic sub-area or parcel or phase is maintained in the subsequent Village Plans. Guiding standards shall include density and floor area ratio and, as appropriate, guidance for standards addressing height, setbacks, parking requirements, parking lot locations, and minimum private open space.

6. **Utility Capacities.** A general description of the current capacities of the existing on- and off-site backbone utility, roadway, and infrastructure improvements and a general description of the service capacities and systems necessary to serve the maximum buildout of the Community Plan. This shall be accompanied by a general analysis of existing service capacities and systems, potential demands generated by the project, and necessary improvements.

7. **Conceptual Plans.** Other elements as appropriate including conceptual grading plans, wildlife mitigation plans, open space management plans, hazardous materials remediation plans, and fire protection plans.

8. **Development Agreement.** A Master Development Agreement, as described in Section 19.26.11.

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9. **Additional Elements.** The following shall be included in the Community Plan or submitted separately in conjunction with the Community Plan:
    a. description of and responses to existing physical characteristics of the site including waterways, geological information, fault lines, general soils data, and slopes (two foot contour intervals);
    b. a statement explaining the reasons that justify approval of a Community Plan in relation to the findings required by Section 19.26.05;
    c. an identification and description of how environmental issues, which may include wetlands, historical sites, and endangered plants, will be protected or mitigated; and
    d. the means by which the Applicant will assure compliance with the provisions of the Community Plan, including architectural standards and common area maintenance provisions, and a specific description of the means by which phased dedication and improvement of open space will occur to assure the adequate and timely provision and improvement of open spaces.

10. **Application and Fees.** The following shall be submitted in conjunction with the Community Plan:
    a. completed Community Plan application;
    b. fees as determined by the City Recorder; and
    c. copies of submitted plans in the electronic form required by the City.

19.26.08. Effect of a Community Plan.

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

19.26.09. Village Plan Approval.

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

14. **Additional Detailed Plans.** Other elements as necessary to detail plans and direction contained in the Community Plan, such as grading plans, storm water drainage plans, wildlife mitigation plans, open space management plans, sensitive lands protection plans, hazardous materials remediation plans, and fire protection plans.

15. **Site Characteristics.** A description of existing physical characteristics of the site including any sensitive lands, waterways, geological information, fault lines, general soils data, and contour data.

16. **Findings.** A statement explaining the reasons that justify approval of a Village Plan in relation to the findings required by the Planned Community District.

17. **Mitigation Plans.** Plans describing the protection and mitigation of significant environmental issues, such as wetlands, historical sites, and endangered plants, identified in the Community Plan.

18. **Offsite Utilities.** An estimate of the cost to provide off-site utilities and other public infrastructure facilities to the site.

19.26.11. Master Development Agreement.

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

1. **Plat.** A final plat, record of survey, or Site Plan is not required until submission of the subdivision application.

2. **Declaration.** Declaration of covenants and restrictions, declaration of condominium, or architectural elevations are not required until the site plan review or submission of the subdivision application.

3. **Duration.** Master Development Agreements shall run with the life of the Community Plan.

19.26.12. Subsequent Permits Required.

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

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ORDINANCE NO. 14-6 (3-25-14)

AN ORDINANCE OF THE CITY OF SARATOGA SPRINGS, UTAH, ADOPTING AMENDMENTS TO THE SARATOGA SPRINGS LAND DEVELOPMENT CODE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 19 of the City of Saratoga Springs Code, entitled "Land Development Code" was enacted on November 9, 1999 and has been amended from time to time; and

WHEREAS, the City Council and Planning Commission have reviewed the Land Development Code and find that further amendments to the Code are necessary to better meet the intent and direction of the General Plan; and

WHEREAS, the Saratoga Springs Planning Commission has held a public hearing to receive comment on the proposed modifications and amendments as required by Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, the Planning Commission, after the full and careful consideration of all public comment, has forwarded a recommendation to the Saratoga Springs City Council regarding the modifications and amendments; and

WHEREAS, the City Council has conducted a public hearing to receive comment on the Planning Commission recommendation pursuant to Chapter 9a, Title 10, Utah Code Annotated 1953, as amended; and

WHEREAS, following the public hearing, and after receipt of all comment and input, and after careful consideration, the Saratoga Springs City Council has determined that it is in the best interest of the public health, safety, and welfare of Saratoga Springs citizens that the following modifications and amendments to Title 19 be adopted.

NOW THEREFORE, the City Council of the City of Saratoga Springs, Utah hereby ordains as follows:

SECTION I – ENACTMENT

The amendments attached hereto as Exhibit A, incorporated herein by this reference, are hereby enacted. Such amendments are shown as underlines and strikethroughs. The remainder of Title 19 shall remain the same.

SECTION II – AMENDMENT OF CONFLICTING ORDINANCES

If any ordinances, resolutions, policies, or zoning maps of the City of Saratoga Springs heretofore adopted are inconsistent herewith they are hereby amended to comply with the provisions hereof. If they cannot be amended to comply with the provisions hereof, they are hereby repealed.

SECTION III – EFFECTIVE DATE

This ordinance shall take effect upon its passage by a majority vote of the Saratoga Springs City Council and following notice and publication as required by the Utah Code.

SECTION IV – SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION V – PUBLIC NOTICE

The Saratoga Springs Recorder is hereby ordered, in accordance with the requirements of Utah Code §§ 10-3-710—711, to do as follows:

a. deposit a copy of this ordinance in the office of the City Recorder; and
b. publish notice as follows:
    i. publish a short summary of this ordinance for at least one publication in a newspaper of general circulation in the City; or
    ii. post a complete copy of this ordinance in three public places within the City.

ADOPTED AND PASSED by the City Council of the City of Saratoga Springs, Utah, this 25th day of March, 2014.

Signed: _____
Jim Miller, Mayor

Attest: _____ _____
Lori Yates, City Recorder Date

RESOLUTION NO. R14-16 (3-25-14)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SARATOGA SPRINGS APPOINTING AN ALTERNATE REPRESENTATIVE TO THE UTAH VALLEY DISPATCH SPECIAL SERVICE DISTRICT AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Utah County and several cities in Utah County are part of a special service district to provide consolidated 911 and emergency dispatch services within Utah County known as the Utah Valley Dispatch Special Service District (the "District"); and

WHEREAS, the City Council adopted Resolution which consented to the inclusion of area within the City of Saratoga Springs, and

WHEREAS, the District will be governed by a Board of Directors and the City Council of the City of Saratoga Springs desires to make an alternate representative appointment to that board;

NOW THEREFORE BE IT RESOLVED BY THE LEGISLATIVE BODY OF THE CITY OF SARATOGA SPRINGS, AS FOLLOWS:

1. That _____ is hereby appointed as an alternate representative to the Utah Valley Dispatch Special Service District.

2. That this resolution shall remain in effect until repealed by another resolution appointing a different representative to the Utah Valley Dispatch Special Service District.

3. This resolution shall take effect immediately upon passage.

ADOPTED by the legislative body of the City of Saratoga Springs this 25th day of March, 2014.

By: _____
Jim Miller, Mayor

ATTEST:

By: _____
Lori Yates, City Recorder