

Mapleton City Planning Commission Staff Report

Meeting Date: April 9, 2009

Item #: 4

Applicant: V. Blaine Turner

Prepared by: Cory Branch

Council Action Required:

Yes

Public Hearing Required:

Yes

REQUEST:

V. Blaine Turner, agent for Harvest Park Homes, LLC requests to amend Title 18, Development Code, Part III, Zoning, Section 18.56A.050: Lot Area, in order to allow for an increase in density from 496 dwelling units to 587 dwelling units.

FINDINGS OF FACT:

1. Harvest Park located generally at 800 South Hwy 89 is currently located in the Mapleton West Specific Development Plan-1 (SDP-1) zone.
2. A Development Agreement for Mapleton West was approved by the City Council on November 19, 2003. (see Attachment 1 – Mapleton West Development Agreement)
3. Section 18.56A.010, Purpose and Objectives and Section 18.56A.050, Lot Area, cites that the total number of residential dwelling units shall not exceed 496. (see Attachment 2 – Chapter 18.56A)
4. The proposed amendment would allow for an increase in dwelling units within Harvest Park from 496 to 587 (91 additional units). (see Attachment 3 – Information submitted by the applicant)
5. There are currently 251 recorded lots within Harvest Park.
6. Of the 251 lots 104 lots have dwelling units currently constructed on them.
7. Mapleton City Code, Section 17.04.130, Availability of Adequate Public Facilities, Paragraph C, reads as follows: “Approval shall not be granted until such time as the applicant has provided information, to the satisfaction of the city engineer, that adequate public facilities exist in the areas affected by the development to accommodate the development”. (see Attachment 4 – Section 17.04.130)
8. Attachment 5 includes the DRC minutes.

DEVELOPMENT REVIEW COMMITTEE ANALYSIS:

The DRC is concerned with the availability of adequate public facilities. Mapleton City Engineer Gary Calder will be attending the Planning Commission meeting to discuss and answer any questions.

OVERALL IMPACT TO ADJACENT PROPERTY AND CITY GOALS:

The subject development borders Utah County to the northwest, east, and southwest. The surrounding zoning to the north is RA1-C (South Hollow Subdivision) and IM-1 (Alvey Business Park), to the east is GC-1, and to the southeast is A-2.

PLANNING COMMISSION DISCUSSION ITEMS:

1. Does adequate public facilities exist in the areas affected by this proposal?
2. Can the concerns raised in the DRC minutes be resolved?
3. Should the existing Development Agreement remain binding?

STAFF RECOMMENDATION:

Staff recommends Denial of the proposed text, based on the concerns raised by the City Engineer regarding the availability of adequate public facilities.

ATTACHMENTS:

1. Mapleton West Development Agreement
2. Chapter 18.56A
3. Information submitted by the applicant
4. Section 17.04.130
5. DRC minutes

6. Chapter 18.56

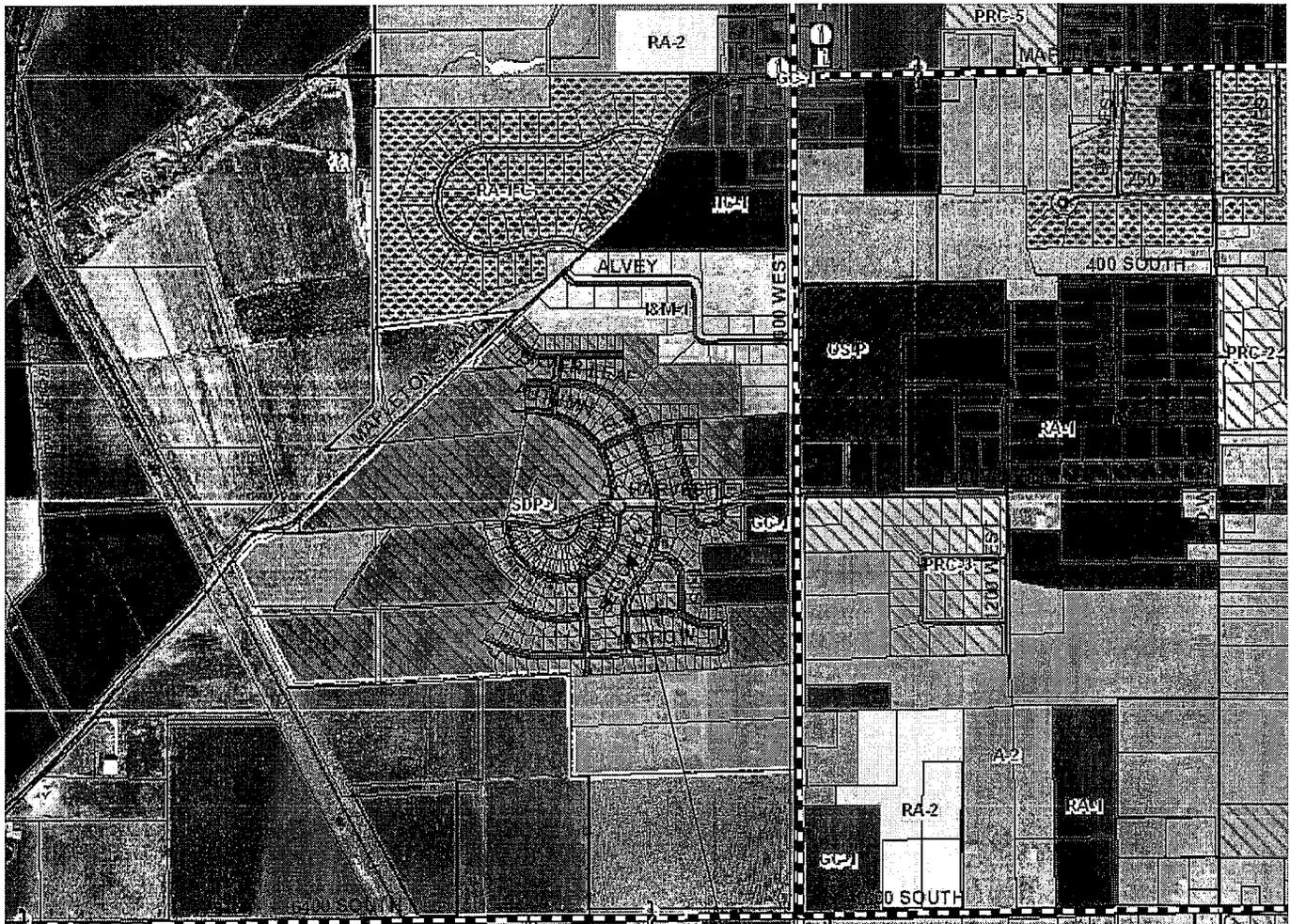


Figure 1 - Aerial of subject property

RESOLUTION NO. 2003-53

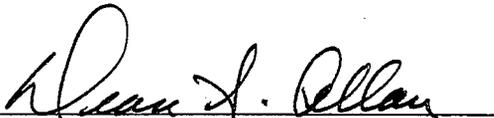
**A RESOLUTION OF THE CITY OF MAPLETON, UTAH
ACCEPTING A DEVELOPMENT AGREEMENT, AND AUTHORIZING THE MAYOR
TO SIGN THE SAME AGREEMENT FOR THE MAPLETON WEST DEVELOPMENT**

WHEREAS, Mapleton West L.L.C. has proffered a development agreement for the Mapleton West SDP-1 Development; and,

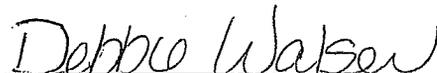
WHEREAS, the City Council desires such a development agreement to assure that the items proffered and promised by the Developer are adhered to by the Developer.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, that the development agreement for the Mapleton West SDP-1 be accepted, and that the Mayor be authorized to sign said agreement.

This resolution adopted this 19th day of November, 2003, by the City Council of Mapleton City, Utah.


Dean S. Allan
Mayor

ATTEST:


Debbie Walser
City Recorder

**MAPLETON WEST
DEVELOPMENT AGREEMENT**

MAPLETON WEST DEVELOPMENT AGREEMENT

This development agreement (the "Agreement") is made and entered into on November 19, 2003, by and between the Mapleton City Corporation, a Utah municipal corporation hereinafter referred to as the "City", and Mapleton West, LLC., a Utah limited liability company hereinafter referred to as the "Developer".

RECITALS

A. Pursuant to enabling authority set forth in the Municipal Land Use Development and Management Act, City amended its General Plan and enacted Chapter 18.90 of the Mapleton City Code to authorize the transfer of development rights ("TDRs") from parcels of real property in "sending" areas to parcels in "receiving" areas.

B. Developer owns or controls property located generally at 880 South Highway 89 in Mapleton, Utah, and which is legally described in Exhibit "A" (the "Property") attached hereto and made a part of this Agreement.

C. Developer desires to purchase TDRs to establish a mixed-use development consistent with the Amended Specific Development Plan Overlay Zone Ordinance (Ordinance 2003-21, passed by the Mapleton City Council on January October 15, 2003) and comprising approximately 100 acres (the "Project") as conceptually illustrated in the attached Exhibit "B" (the "Concept Plan") attached hereto and made a part of this Agreement.

D. To assist City in its review and approval of the Project and to assure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter into this Agreement which sets forth the conditions, terms, restrictions and requirements whereby Developer may develop the Project.

E. To allow development of the Property for the benefit of Developer, to ensure City that development of the Property will utilize TDRs, and to ensure conformance with applicable City policies, Developer and City desire to enter into this Agreement and are each willing to abide by the terms and conditions set forth herein. Developer and City each acknowledge that development of the Project will result in significant planning, economic and other benefits to each party, ~~including but not limited to advancing the goals and objectives of City's General Plan, preserving open and rural property in sending areas, providing affordable housing in a walkable community, establishing infrastructure improvements, including the donation of parkland, and enhancing City's entrance.~~

F. Acting pursuant to its legislative authority under Utah Code Annotated §§ 10-9-101, et seq., and after all required public notice and execution of this Agreement by Developer, the City Council of City, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Development and Management Act, City's General Plan, and Chapter 18.90 of the Mapleton City Code (collectively, the "Public

Purposes"). As a result of such determination, the City has elected to consider the Project and the development authorized thereunder in accordance with the provisions of this Agreement, and 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 inhabitants and taxpayers of the City.

AGREEMENT

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

1. Term. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of City action approving this Agreement. This Agreement shall terminate when a certificate of zoning compliance, as set forth in Section 18.12.100 of the Mapleton City Code, has been issued for every building included in the Project and any bonds associated with the Project, including durability bonds, have been released by City.

2. Abandonment; Reversion of Zoning. If during any one (1) year period after approval of the Project, Developer takes no substantial action in good faith to exercise the rights authorized under this Agreement to develop the Project, City may declare the Project to be abandoned. Provided, however, that prior to a declaration of abandonment, City shall give Developer thirty (30) days notice of City's intent to make such declaration. If Developer presents evidence to City of substantial good faith efforts to develop the Project or of economic or other conditions hindering development, City may grant Developer an extension of time for performance. In the event no extension of time is granted, City may elect to rezone to an appropriate zone any portion of the Property for which a subdivision plat has not been recorded. Lots within any portion of the Project for which a subdivision plat has been recorded may be developed at any time subject to provisions of the Mapleton City Code applicable to recorded lots.

3. Agricultural Use To Remain in Undeveloped Areas - Irrigation Ditches. Any portion of the Property for which a plat has not been recorded shall be maintained in agricultural use. Agricultural use need not be maintained for any portion of the Property which is subject to a recorded plat. Irrigation ditches on the Property shall be maintained as at present unless the ditch owner in consultation with the applicable irrigation company approves piping, realignment, abandonment, or otherwise authorizes a change in the configuration or use of a ditch.

4. Conditions Precedent. City and Developer's obligations under this Agreement shall be subject to completion of the Specific conditions (the "Conditions Precedent") set forth in Exhibit "C" attached hereto and made a part of this Agreement. Upon fulfillment of the

Conditions Precedent and City approval of the Project pursuant to applicable requirements of the Mapleton City Code and this Agreement, development of the Property shall be subject to the terms and conditions of this Agreement. In the event City disapproves the Project this Agreement shall be null and void and neither Developer nor City shall have any obligation hereunder.

5. Zoning Classification - Allowed Uses - Concept Plan. Subject to the terms of this Agreement, the zoning classification on the Property shall be an A-2/SDP Overlay Zone (Ordinance 2003-01 Chapter 18.56) zone allowing mixed uses as generally shown on the Concept Plan.

6. Applicable Code Provisions. All provisions of the Mapleton City Code as constituted on the effective date of this Agreement shall be applicable to the project proposed on the Property except as expressly modified by this Agreement. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement and other requirements generally applicable to development in Mapleton City.

7. 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 which 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. Any such proposed change affecting Developer's rights shall be of general application 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.

8. Project Plan Approval. In the event City approves the Project, Developer shall cause final plans and specifications (including site and building design plans) (the "Project Plans") to be prepared for the Project.

A. Requirements. Project Plans shall meet the following requirements:

(1) Project building elevations and landscaping plans shall be reviewed and approved by City in accordance with standards and procedures generally applicable to development projects in City.

(2) Project Plans shall be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the Project design is acceptable (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.

(3) In order to ensure the entire Project has a consistent design, Project Plans for all portions of the Project, including commercial buildings and associated areas, shall conform to the design criteria set forth in Exhibit "D" (the "Project Design Criteria") attached hereto and made a part of this Agreement.

(4) Except as modified by the Design Criteria, Project Plans shall comply with generally applicable standards and requirements of the Mapleton City Code, including but not limited to Titles 15 (Buildings and Construction), 16 (Development Code Part I-Municipal Planning), 17 ((Development Code Part II-Subdivisions), 18 (Development Code Part III-Zoning), 19 (Impact Fee Procedures) and 20 (Annexations).

B. Construction. Developer shall assure the Project is constructed in compliance with the Project Plans and any other lawful requirement imposed on the Project.

9. Subdivision Plat Approval. Either concurrently with, or subsequent to, approval of the Project Plans, as determined by Developer pursuant to applicable requirements of the Mapleton City Code, Developer shall cause one or more subdivision plats (the "Subdivision Plats") to be prepared for the Project Property. Such plats shall conform to applicable requirements of the Mapleton City Code.

A. Fees. ~~Water, recreation, sewer, and public safety~~ All impact fees shall be paid by Developer to the city for each of the lots within the final approved plat prior to recording pursuant to applicable requirements of the Mapleton City Code. ~~The impact fees paid by the Developer shall be determined by the impact fees established by the city at the time the Developer's first plat is recorded.~~

B. Bonding: An Irrevocable Letter of Credit Agreement for public improvements, or a cash bond for public improvements and a Durability Retainer Agreement shall be in place prior to recording, along with all other applicable fees.

C. Culinary Water Shares. The Developer shall transfer one acre foot of culinary water shares or its equivalent per dwelling unit to the city or pay a fee of \$3,000 per dwelling unit to the city as a condition of final subdivision plat approval.

10. Standard for Approval of Project Plans and Subdivision Plats. City, on recommendation of its Planning Commission, shall approve Project Plans and Subdivision Plats if such plans and plats conform to applicable requirements of the Mapleton City Code and this Agreement and if, as reasonably determined by City, the Project Plans meet the design criteria attached hereto as Exhibit "ED".

11. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any Project improvement on the Property until such time as

Project Plans have been approved by City in accordance with the terms and conditions of this Agreement.

12. Project Phasing and Timing. Upon approval of Project Plans, Developer ~~may shall~~ proceed by constructing the ~~entire Project at one time or in a minimum of five (5) approved phases.~~ Final plat approval will not be given for subsequent phases until building permits have been issued on at least 40% of the lots in the previous phase. ~~If As~~ the Project proceeds in phases, Developer shall use its best efforts to develop the commercial portion of the Property ~~as part of the~~ in conjunction with first phase of construction. The city will not issue more than 120 building permits per calendar year in the project. ~~City shall use its best effort to provide adequate public facilities which allow Developer to proceed as it desires, however because the extension and addition of certain public facilities such as sewer and water are not totally within the control of City, phasing may be required in order to allow the permitting and expansion of needed water and sewer systems. Developer and City shall work together to provide adequate planning for permitting and construction of needed sewer or water system capacity.~~

13. Changes to Project. No material modifications to Project Plans shall be made after approval by City without City's Council's written approval of such modification. Developer may request approval of material modifications to Project Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) changes by more than twenty (20) percent the total area (footprint) of any building to be constructed on the Property, (ii) substantially changes the exterior appearance of the Project, (iii) substantially changes the location of any building to be constructed on the Property; or (iv) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics. Modifications to the Project Plans which do not constitute material modifications may be made without the consent of City Council. 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 Council approval. Modifications shall be approved by the City Council if such proposed modifications are consistent with City's then-applicable rules and regulations and are consistent with the standard for approval set forth in this Agreement.

14. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in the Mapleton City Code.

15. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to any portion of the Project so transferred. In the event of a sale or transfer of the Project, or any portion thereof, the seller or transferor and the buyer or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such transfer an agreement satisfactory to City, delineating and allocating

between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by City. ~~Alternatively, prior to such sale or transfer, Developer shall obtain from the buyer or transferee a letter (i) acknowledging the existence of this Agreement and (ii) 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 executing this Agreement shall be released from any further obligations under this Agreement as to the parcel so transferred.~~

16. 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:

(1) 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.

(2) A determination made upon the basis of substantial evidence that Developer or City has not complied in good faith with one or more of the material terms or conditions of this Agreement.

(3) Any other event, condition, act or omission, either by City or Developer, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement.

B. Procedure Upon Default.

(1) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) 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 that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the default. After proper notice and expiration of said thirty (30) 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 Paragraph C herein. Failure or delay in giving notice of default shall not constitute a waiver of any default.

(2) 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 therefor, 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 Paragraphs A and B above, City may declare Developer to be in breach of this Agreement and City (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of zoning compliance for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, either City or Developer (in the case of a default by the City) may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

17. General Terms and Conditions.

A. Recording of Agreement. In the event City approves the Project and all Conditions Precedent have been met, this Agreement shall be recorded as a covenant running with the Property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

B. Severability. Each and every provision of this Agreement shall be separate, several 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.

C. 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.

D. 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 health, safety, and welfare of the citizens of City.

E. State and Federal Law. 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.

F. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) 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 (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer.

G. 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 of City, 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.

H. Entire Agreement. This Agreement shall supersede all prior agreements with respect to the subject matter hereof; not incorporated herein, and all prior agreements and understandings are merged herein. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties.

I. Attorneys 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.

J. 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 four (4) days after being sent by registered or certified mail, properly addressed to the parties as follows:

To the Developer: Mapleton West, LLC
 126 West 1200 North
 Mapleton, Utah 84664

To the City: Mapleton City Attorney
 35 E. Maple Ave.
 Mapleton, Utah 84664

K. 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.

L. 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 (7) days of receipt of said facsimile copy.

M. Hold Harmless. Developer agrees to and shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relates to the Project.

(1) The agreements of Developer in Paragraph M shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of City, or (ii) attorneys' fees under Paragraph I herein.

(2) City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

N. Relationship of Parties. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. The contractual relationship between City and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. 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.

O. 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 or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

P. Title and Authority. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. 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 individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

Q. 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.

R. Exhibits. All exhibits referred to herein are made a part of this Agreement as incorporated by reference date.

[signature page follows]

This Development Agreement has been executed by City, acting by and through its City Council, pursuant to a City Council motion authorizing such execution, and by a duly authorized representative of Developer as of the date first written above.

Attest:



Debbie Lasson
City Recorder

Mapleton City, a Utah municipal corporation

By: Dean S. Allan
Mayor Dean S. Allan

Mapleton West, LLC, a Utah limited liability company

By: Boyd Adams
Boyd Adams, Managing Partner

STATE OF UTAH
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this 8th day of Dec, 2003, by Boyd Adams, Managing Partner of Mapleton West, LLC, a Utah limited liability company on behalf of such company.

Debbie Lasson
NOTARY PUBLIC
DEBBIE LASSON

My commission expires:

8/23/06

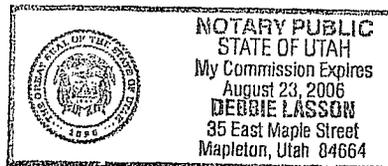


Exhibit "A"
Legal Description
Mapleton West Planned Development
Project Area

Mapleton Rezone Description

BEGINNING AT A POINT ON THE WEST LINE OF ALVEY BUSINESS PARK SAID POINT BEING LOCATED NORTH 00°18'43" WEST ALONG SECTION LINE 821.13 FEET AND WEST 66.82 FEET FROM THE EAST QUARTER CORNER OF SECTION 15, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°52'22" WEST 526.85 FEET; THENCE NORTH 00°10'46" WEST 174.04 FEET; THENCE NORTH 89°52'22" WEST 739.78 FEET; THENCE NORTH 43°17'10" WEST 186.35 FEET TO THE EAST LINE OF SLANT ROAD; THENCE SOUTHWESTERLY THE FOLLOWING (8) COURSES ALONG THE EAST LINE OF SAID SLANT ROAD: SOUTH 46°42'50" WEST 383.65 FEET, SOUTH 13°26'21" EAST 16.52 FEET, SOUTH 32°00'59" WEST 85.72 FEET, SOUTH 85°45'00" WEST 51.78 FEET, SOUTH 47°54'53" WEST 440.52 FEET, SOUTH 85°35'35" WEST 17.51 FEET, SOUTH 46°43'50" WEST 491.05 FEET, SOUTH 46°58'31" WEST 440.22 FEET; THENCE SOUTH 79.51; THENCE NORTH 86°40'55" EAST 582.15 FEET; THENCE SOUTH 35°00'00" WEST 662.45 FEET; THENCE SOUTH 88°45'00" WEST 519.08' FEET; THENCE SOUTH 28°00'00" EAST 504.90 FEET; THENCE NORTH 87°45'00" EAST 564.30' FEET; THENCE NORTH 48°47'01" EAST 45.02 FEET; THENCE NORTH 87°45'00" EAST 1161.60 FEET; THENCE SOUTH 12°09'06" EAST 37.86 FEET; THENCE NORTH 87°05'54" EAST 851.15 FEET; THENCE NORTH 00°55'37" WEST 474.98 FEET; THENCE NORTH 00°49'44" WEST 310.64 FEET; THENCE NORTH 87°10'40" EAST 264.22 FEET; THENCE NORTH 00°17'25" WEST 1123.04 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Concept Plan

Exhibit "C"
Conditions Precedent

1. Purchase of TDRs as required by the SDP Overlay Zone ordinance prior to the recording of each plat.

~~2. Payment of sewer impact fees of \$520,880 (\$3,064 x 170) prior to recording the first plat in the development. The impact fees are applicable to 170 dwellings to be constructed in the project.~~

32. Dedication of a 7.5 acre public park prior to the recording of the first plat in the development. The park will be improved by the Developer along with other public improvements being constructed by the Developer in the first phase of the Mapleton West project. The estimated cost of the public park improvements will be included in the bond required by Mapleton City. The park improvements will include the following:

Landscaping & Path: The Developer will grade the entire park area and install a sprinkler system to meet Mapleton City specifications. Grass of a variety approved by the city, and suitable for use in conjunction with a soccer field will be installed by the Developer using a hydroseeding process. The Developer will install trees around the perimeter of the park. The trees shall be no less than 1" caliper, and shall be placed a maximum of 30 feet apart or equivalent. Tree species shall be the same as required in the adopted Mapleton City tree list as per Section 18.56 of the Mapleton City Code. Developer will install an eight foot wide asphalt path which will connect with the community trail system.

Pavilion & Playground Equipment: The Developer shall install a concrete pad with a minimum size of 1,000 square feet covered by a 600 square foot open pavilion. The pavilion will be constructed of materials approved by Mapleton City. The Developer will install playground equipment which will be approved by Mapleton City and will have a maximum cost to the Developer of \$15,000.

Parking: Developer will install an asphalt parking area consisting of ~~18~~ 30 paved and marked parking stalls.

Exhibit "D"
Project Design Criteria

MAPLETON WEST PLANNED DEVELOPMENT
USE AND DESIGN CRITERIA

GENERAL

Design of the project will comply with the Amended Specific Development Overlay Zone Ordinance (Ordinance No. 2003-21) passed by Mapleton City on January October 15, 2003.

Other specific design criteria will be as follows:

FENCES

1. Fences shall be consistent with the theme of the development, shall be compatible with the neighborhood and shall not extend closer than ten feet back from the front of the dwelling unit.
2. Fences shall be limited to a maximum height of six (6) feet.

NATURAL FEATURES

The development shall be designed to preserve and incorporate the natural features of the land into the development.

UTILITIES

All utilities shall be placed underground, including telephone, electrical and television cables.

PHASING

In phasing the project, no remnant parcels shall be created.

WATER CONSERVATION

Low volume irrigation systems with automatic controllers shall be used. A minimum of PVC schedule 40 or equivalent shall be used for main lines and under driveway areas, and a minimum of PVC schedule 200 or equivalent shall be used for lateral lines.

BUILDING FEATURES AND MATERIALS

- A. Building Height: A maximum of 30 feet measured from the finished grade at the foundation to the mid-point of the roof.
- B. Building Materials: Brick, stone, stucco and siding are permitted for the exterior of dwelling units and accessory buildings, provided that not less than twenty-five percent (25%) of the street facing walls of each dwelling unit shall be constructed of brick, stone or masonry materials. The majority of each building exterior must consist of only two types of materials.
- C. Garages: Required off-street parking (excluding visitor parking) shall be provided in enclosed garages that are architecturally compatible with the main structures and equipped with automatic garage door openers. All detached single family residential dwelling units, whether or not on a lot or pad site, shall have an attached or detached two-car garage. Each detached dwelling unit shall be required to have a total of four parking spaces. The two-car garage shall be considered two parking spaces, and the area directly in front of the garage, which shall be a paved area 20 feet wide by 20 feet long, shall be considered the remaining two parking stalls. Garages must be set back at least five feet from the most prominent part of the dwelling.
- D. Roof Materials & Pitch. Roof materials shall be restricted to wood shingles or shakes, slate, ~~clay or concrete~~ tile or 25 year architectural grade asphalt shingles. The roof shall have a minimum 6/12 pitch. When two-thirds of the roof is equal to or greater than a 9/12 pitch, then one third may be as low as 3/12 pitch.
- E. Soffit and Fascia. The soffit and fascia materials shall be restricted to aluminum, vinyl or other low maintenance composite materials such as fiberglass reinforced cement.
- F. Accessory Structures. Patio structures, trellises, sunshades, gazebos and any other appurtenant buildings shall be constructed of materials consistent with the colors, textures and materials approved for the dwelling and shall be integral to the architecture of the dwelling.
- G. Mechanical Equipment. All air conditioning, heating equipment, swamp coolers and soft water tanks must be located in an inconspicuous place (such as the back of the roof), screened from view as much as possible and insulated for sound attenuation.
- H. Gas and Electric Meters. Meter locations are to be designed into the architecture of the dwelling and screened from view.

BUILDING FEATURES AND MATERIALS, (cont'd)

- I. Exterior Lighting. All exterior side lighting is to be designed such that the light source will be sufficiently obscured to prevent excessive glare into any residential area. Owners shall be permitted to utilize accent and spot lights on their dwelling units.
- J. Metal Awnings. Metal awnings, "lean-tos", or patio covers shall not be permitted.

SET BACKS

- A. Subdivision Lots:
 - 1. Front yard - Setbacks shall be no less than 20 feet measured from the back of curb to the foundation of the home.
 - 2. Corner Lot Side Yards at the Street Side - shall be measured the same as the front yard.
 - 3. Rear Yard Setbacks - shall be no less than 20 feet, measured from the rear property line to the foundation of the home.
 - 4. Side Yard Setbacks - shall be no less than 8 feet, measured from the property line to the foundation of the home.
- B. Pad Sites: Pad sites surrounded by open space areas provided for the purpose of a dwelling unit, shall have the following setback requirements:
 - 1. Front Yard - Gated Community: No setback requirements
 - 2. Front Yard - Public Street: 20 feet measured from the back of curb to the foundation of the home including limited common area or common area
 - 3. Corner Lots - Gated community: No setback requirements
 - 4. Corner Lots - Public Street: 20 feet measured from the back of curb to the foundation of the home including limited common area or common area.
 - 5. Side Yard to Project Property Line: 5 feet including limited common area or common area
 - 6. Rear Yard to Project Property Line or Zone Boundary: 20 feet measured from the edge of the foundation to the project property line or zone boundary line including limited common area or common area.
 - 7. Distance between Dwellings: There shall be a minimum setback between dwellings of 20 feet in the rear yard, and 16 feet for the side yard including limited common area or common area.

RECREATIONAL VEHICLES

No boats, trailers, large trucks or commercial vehicles belonging to owners, residents in the development or other parties shall be parked on public streets within the development, except that boats and recreational vehicles, moving vans and delivery trucks which serve residents in the project may temporarily park in the development for one twenty-four (24) hour period every seventy-two (72) hours. Vehicles that are not in running condition and properly registered will be prohibited and will be towed away at the owner's expense. No motor vehicles of any kind shall be repaired while the vehicle is parked in the development (except emergency repairs). Recreational vehicles must be kept in an enclosed garage.

PROJECT ENTRY

The development shall have a formal entrance consisting of a monument sign naming the development, surrounded by a variety of ground cover, shrubs, and trees.

VISUAL RELIEF

The project will conform to the overall design theme established by the project architect and approved by Mapleton City. No adjacent detached dwelling units will have duplicate exterior elevations with regard to exterior structural components, fenestration, materials or colors. Attached dwelling units shall have visual relief in facade and roof line which adds variety and rhythm to the design and avoids monotonous straight lines.

UNIFIED DESIGN.

Unifying architectural and landscaping design elements shall be d throughout the development.

LANDSCAPING

1. **Street Trees:** Street trees shall be required in the park strip area between a sidewalk and the curb and gutter of every street. Said trees shall be of a minimum size of no less than 21" caliper, and one tree shall be placed every 30 feet. Tree species shall be the same as required in the adopted Mapleton City tree list as per Section 18.56 of the Mapleton City Code.

LANDSCAPING, (cont'd)

2. Dwelling Units : A minimum of ~~three (3)~~ two (2), 21" caliper deciduous trees or two (6) foot tall evergreen trees, and eight (8) 5-gallon shrubs shall be planted for each lot.
3. The intent is to have a variety of plant materials to give color and texture; to frame views; and to screen undesirable views.
4. Landscaping in the park strip in the street right-of-way shall have a unified design theme.
5. The placement and types of deciduous trees shall take into consideration use of the trees for summer cooling and winter solar access. Evergreen trees should be used as wind breaks, screening, and accent plantings.

STREETS

Collector or arterial streets shall be designed and developed so the public streets continue through the development in a logical, safe design as approved by Mapleton City. The first phase shall include access to Slant Road.

COVENANTS, CONDITIONS AND RESTRICTIONS

Covenants, conditions and restrictions (CC&Rs) shall be recorded in conjunction with the each plat in the subject development and will require (at a minimum) compliance with the use and design criteria detailed in this Exhibit. The CC&Rs will provide for an Architectural Control Committee, the function of which shall be to insure that all improvements and landscaping within the project comply with the provisions contained in this Exhibit, are consistent with the requirements contained in the CC&Rs and are in harmony with existing surroundings and structures.

CHAPTER 18.56A

SDP-1 MAPLETON-WEST SPECIFIC DEVELOPMENT PLAN ZONE

18.56A.010: PURPOSE AND OBJECTIVES:

The SDP-1 Mapleton-west specific plan zone describes a proposed residential mixed use development set in the central-western area of Mapleton, west of Highway 89. This zone consists of a maximum of four hundred ninety six (496) residential dwelling units on 100.3 acres identified as exhibit A of the development agreement. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.020: COMPLIANCE WITH CHAPTER 18.56 AND ADEQUATE PUBLIC FACILITIES:

In addition to the specific development standards contained in this chapter, areas zoned to the SDP-1 zone shall comply with the general criteria and enabling provisions contained in chapter 18.56 of this title and section 17.04.130, "Availability Of Adequate Public Facilities", of this code. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.030: PERMITTED USES:

Accessory buildings, in conjunction with and incidental to the main use of the property, such as a shed or detached garage no larger than forty percent (40%) of the main building size, and no taller than the main structure.

Cultural or civic activities.

Park and recreation areas.

Single-family residential dwelling unit:

A. Attached side by side dwelling unit or townhome. (no over/under units except duplexes will be allowed).

B. Duplex.

Swimming pools and related equipment.

Utility facilities. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.040: CONDITIONAL USES:

Clubhouse and other recreational amenities for the development.

Cultural and civic activities.

Educational institutions (public schools).

Places of worship. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.050: LOT AREA:

There shall be no minimum lot size requirement, however the total number of residential dwelling units shall not exceed four hundred ninety six (496). (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.060: LOT REQUIREMENTS:

There are no lot requirements other than the general layout of the lots as presented in the Mapleton-west final plan for the entire project. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.070: RESIDENTIAL DENSITY:

The overall residential density in the SDP-1 Mapleton-west zone shall not exceed the number of dwelling units as agreed upon for the Mapleton-west development and rezone, or the number which is allowed in chapter 18.56 of this title with the application of TDRs. In no case shall the density of the project be increased once the finalized plans have been recorded with the Utah County recorder's office. The number of dwelling units shall not exceed that which is permitted with the original approval of the SDP-1 Mapleton-west. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.080: YARD REQUIREMENTS:

All yard requirements shall comply with the project design criteria attached as exhibit D of the Mapleton-west development agreement. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.090: BUILDING HEIGHT:

All building height requirements shall comply with the project design criteria attached as exhibit D of the Mapleton-west development agreement. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.100: ARCHITECTURAL REVIEW:

(Rep. by Ord. 2007-11, 5-15-2007)

18.56A.110: PARKING REQUIREMENTS:

All detached single-family residential dwelling units, whether or not on a lot or pad site, shall have an attached or detached two (2) car garage. Each detached dwelling unit shall be required to have a total of four (4) parking spaces. The two (2) car garage shall be considered two (2) parking spaces, and the area directly in front of the garage, which shall be a paved area twenty feet (20') wide by twenty feet (20') long, shall be considered the remaining two (2) parking stalls. All other parking requirements shall be governed by section 18.84.270 of this title, including the design criteria relating to recreation vehicles contained in exhibit D in the Mapleton-west development agreement. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.120: OPEN SPACE, STREET TREE AND LANDSCAPING REQUIREMENTS:

All landscaping shall conform to the requirements found in chapter 17.15 of this code. No less than thirty five percent (35%) of any project in the SDP-1 zone shall be kept and maintained as permanent open space. All street tree and landscaping requirements shall comply with the project design criteria attached as exhibit D of the Mapleton-west development agreement. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.130: ENFORCEMENT:

If the city deems that open space and parks are not being kept to Mapleton City standards, the city shall have said improvements and maintenance done and any such expenses by the city shall be assessed to any of the homeowners' associations of the SDP-1 zone. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)

18.56A.140: EXCEPTIONS TO DEVELOPMENT AND DESIGN STANDARDS:

The Mapleton-west development agreement and development standards associated with this zone shall be strictly construed. No variations shall be made from the development plan and standards adopted in the zone unless expressly approved by the city council with recommendation from the planning commission for the purpose of achieving better design. In taking such action the planning commission and city council shall:

A. Make a finding that the amendment will result in better design; and

B. Be bound by the standards set forth in the Mapleton-west development agreement. (Ord. 2003-32, 11-19-2003, eff. 12-11-2003)



Harvest Park, LLC
1803 W. Little Willow Cove
Mapleton, Utah 84664
(801) 491-7407 Fax (801) 491-7420

March 25, 2009

Mapleton City Planning Commission
125 W Community Center Way
Mapleton, UT 84664

Re: Harvest Park SDP-1 Zoning Text Amendment

Dear commissioners:

Several years ago, when we were proceeding through the approval process for the Harvest Park project, the commission set several standards that we were asked to achieve:

1. Homes that accommodate a variety of age groups
2. Homes that would be available to a variety of income levels
3. Walkable community
4. Minimal visual impact of garages
5. Generous number of Parks and landscaping

In summary, this community should not be a standard subdivision.

Having worked in the community for the past six years where we have built nearly 100 homes of all types, it has become apparent that in order to achieve these goals we must approach the commission with a request for this amendment. With current economic conditions this amendment will allow us to significantly lower the price range of about 25% of the homes by increasing the number of units in the north part of the project only. (This area is next to the Alvey Business Park, an Industrial-Manufacturing Zone and across Slant Road from a proposed three-story, 13 unit/acre condo project)

We plan to continue the high level of style and quality that have been established in Harvest Park so far. Furthermore, the amendments will help the project maintain economic viability which is important for the current residents of Harvest Park and the city as a whole.

These amendments will also have a very positive impact on the commercial area. Any retail user's first requirement is having customers, i.e. nearby "roof tops" and traffic. These amendments will help us build nice homes at lower prices. In turn, these lower prices will allow us to sell homes more quickly... creating the "roof tops" and the traffic so that we can build the commercial area sooner.

In summary, we intend to maintain the same design, style, quality and variety that we have demonstrated in the project so far. While doing this we propose to add two parks and to increase the trail system by a ¼ mile.

We request your consideration of the following:

Amendment to SDP-1, Mapleton-West Specific Development Plan Zone

Plat "C"	Original	64 units
	<u>Amended</u>	<u>92 units</u>
	Addition	28 Units
Plat "E"	Original	13 units
	<u>Amended</u>	<u>15 units</u>
	Addition	2 units
Phase III	Original	41 units
	<u>Amended</u>	<u>72 units</u>
	Addition	31 units
Phase IV	Original	40 units
	<u>Amended</u>	<u>70 units</u>
	Addition	30 units

Total 91 additional units

The current SDP-1 is approved for 496 units on 100.3 acres...4.94 units/acre. With this amendment, 91 units will be added for an overall density of 5.85 units/acre.

The following is a summary of the off-street parking required and provided in the subject areas at Harvest Park:

Residential areas

<u>SilverLeaf area</u>	<u>(Single and Duet Homes w/ 4 to 7 bedrooms each)</u>	
	Parking required/ unit	Parking provided/ unit
	4	4.10
<u>Village area</u>	<u>(Multi-family homes w/ 1 to 3 bedrooms each)</u>	
	Parking required/ unit	Parking provided/ unit
	2.25	2.57

Central Park

<u>Area</u>	<u>Approved by City</u>	<u>Per ordinance</u>	<u>Parking provided</u>
Original park & pavilion	30	----	30 designed
<u>Area</u>	<u>Approved by City</u>	<u>Per ordinance</u>	<u>Parking provided</u>
Revised park w/ Clubhouse	34	39	54 as-built
Pavilion relocated	15	N/A	19 as-built
Parking offered by developer	N/A	N/A	20 proposed
TOTALS	49	39	93 spaces

(The clubhouse has a gross square footage of 9,740 sq. ft. At one parking space for each 250 sq. ft., 39 spaces are required for the clubhouse.)

The clubhouse construction has begun; the clubhouse, swimming pool and tennis courts are expected to be complete during the summer of 2009. The pavilion and the adjacent playground equipment are also expected to be finished this summer.

This amendment will help us more fully accomplish the original goals:

Variety of ages and income levels

At the present time, land and development costs require that our lowest priced townhomes be sold for about \$200,000. With the amendments we are proposing, we expect to offer stylish, quality townhomes from \$150,000 to \$175,000. With this change we will be able to appeal to much wider range of age and income groups.

At the present time the lowest priced single-level retirement home in Harvest Park starts at \$239,000. With the amended plan we will be able to offer the same size single-level home (1,250 sq. ft., two-bedroom) for about \$185,000.

Minimal Impact of Garages

We were asked to build attractive streetscapes...where the view is of the homes are emphasized, not the garage doors. We have pushed the garages back from the front in most cases. On corner lots, we have moved the garage to the side and in many cases we have moved the garage to the rear.

Within this amended plan we have hidden the garages even more. The townhouses have garages in the rear. The cluster groups have garages accessed from an inner courtyard...both hidden from view. Only a few of the garage doors are visible and they are set back from the fronts of the homes like the rest of Harvest Park.

Walkable Community

The original Harvest Park Plan includes an extensive system of landscaped trail easements with almost continuous 8 ft.-wide trails. That plan included approximately 7,000 ft. (1.3 miles) of trails planned and partly built. (This does not include the 5 ft.-wide sidewalks on every street.) With this amended plan approximately 1,270 ft. of trail will be added. When complete, there will be at least 1.5 miles of trails at Harvest Park.

Connected, Neighborly Community

The original plan was designed allow people to connect with each other. In addition to the trails, people can easily connect because the front entries are more prominent—more inviting—partly because the garages are pushed back and the homes are closer to the street. The *SILVERLEAF* section of Harvest Park, which includes this amended section, will also be open, i.e., without fences except at small, yard patios.

The Harvest Park buildings are outward oriented. Single family homes and four unit-attached buildings are sometimes across the street from each other. All of our homes both face the public sidewalk and the public street. These streets were designed to allow for guest parking and to create an inviting entry to the front door of each home.

Generous number of parks and landscaping

The original approved plan included the large, city-owned park and five smaller, neighborhood parks. We have since added a small neighborhood park by the new church. With this amendment we will be adding two more parks. That will bring the total

March 25, 2009, continued

to nine parks plus the city-owned park. **Every home** in the community is **within a four-minute walk** of a park.

Harvest Park will be very shady. Our current tree plan shows more than 1,700 trees being planted along the trails, walkways, streets and parks. (See "Master Tree Plan" attached to drawings.) Different tree colors, sizes and flowers are used to mark the way:

- Pink flowering Redbud trees at the trail crossings.
- White "Chanticleer" flowering pear trees inside of the roundabout.
- Magenta purple crabapple trees ringing the round-about road.
- Red "Sunset" maple trees mark each corner of intersections.
- Each colorful area will be connected by continuous shade trees that will be different on each street.
- Yellow, red and bronze autumn leaves line Harvest Parkway.
- "Kwanzan" flowering cherry trees mark the main entrance and islands.

Thank you for your consideration. Our goal is to honor the intent of the original approval while making adjustments for the current market conditions and, I hope, improve the project in the process. Thank you.

Sincerely,

Jerry W. Robinson, A.I.A.
Harvest Park architect and principal

Petition for Amendment to Harvest Park SDP-1 zone

We, the undersigned Homeowners of Harvest Park, hereby give our support for an increase of 91 units in the SDP-1 zone as shown on the attached plan. The plan has been adapted to better suit current market conditions, and as such will create greater mixture in ages, income levels, and family status at Harvest Park, while maintaining the same style and quality demonstrated so far. We request the approval of this amendment to Harvest Park.

Lot#	Printed Name	Signature	Address	Comment	Date
Z-5	1711 E N Nielsen	Allen M. Nielsen	968 S. Irons Lane		2/12/09
M-28	Sue Adams	Sue Adams	862 S Crescent Dr		2/19/09
L-39	Janet Crandall	Janet Crandall	957 Iris Lane		2/19/09
L-39	Michael Crandall	Michael Crandall	957 Iris Lane		2/19/09
M-37	David Erickson	David Erickson	2029 Crescent Row		2/20/09
H-8	Chad Broderick	Chad Broderick	2116 W. Sunflower	Builder owner	2-23-09
H-10	Chad Broderick	"	2072 W. Sunflower	Builder owner	2-23-09
W1	Timothy B. Larsen	Timothy B. Larsen	6446 GILBERT ST		7-14-09
JS	Timothy B. Larsen	"	1910 W. Wagonwheel		7-14-09
Z 6	MIKE ANDERSON	Mike Anderson	973 So Skyline way		3-31-09
	Linda Anderson	Linda Anderson	973 So Skyline way		3-31-09

Petition for Amendment to Harvest Park SDP-1 zone

We, the undersigned Homeowners of Harvest Park, hereby give our support for an increase of 91 units in the SDP-1 zone as shown on the attached plan. The plan has been adapted to better suit current market conditions, and as such will create greater mixture in ages, income levels, and family status at Harvest Park, while maintaining the same style and quality demonstrated so far. We request the approval of this amendment to Harvest Park.

Lot#	Name	Signature	Address	Comment	Date
T-14	Key Decker	Key Decker	664 So Silver Leaf Dr	I approve	2-11-09
L-45	John Root	John Root	842 Segolily Way	Awesome	2-11-09
L-45	Valerie Root	Valerie Root	842 Segolily Way	Great Concept	2-11-09
E-8	Lillian Turner	Lillian Turner	2169 Yarrow Dr	Brilliant!	2-18-09
Z-3	J DOUGLAS BIRD	J Douglas Bird	1862 Heather Rd	Love it	2-18-09
Z-3	NAOMI BIRD	Naomi Bird	1862 Heather Rd	"	2-18-09
M-22	EISA UKROTIA	Eisa Ukrotia	1982 Crescent Dr		2-18-09
L51	Ryan Winterton	Ryan Winterton	1763 W. Little Willow Ave	This will be wonderful!	2-18-09
L51	Cherie Winterton	Cherie Winterton	1763 W. Little Willow av	Looks Great!!!	2-18-09
L-47	Anne Kennington	Anne Kennington	1803 W. Little Willow av.	Approve	2-18-09
M30	Carla Moevis	Carla Moevis	846 Crescent Drive	I'm behind you	2-19-09
H15	Sharlee Kubni	Sharlee Kubni	2089 W Crescent Way	"	2-19-09
H-16	FRANK MARTIN	Frank Martin	2087 W. CRESCENT WAY	WE APPROVE	2-18-09
M-27	Leslie Jones	Leslie Jones	874 Crescent Dr	Great Idea!	2-19-09
J-13	Rachelle McCellan	Rachelle McCellan	1982 W. Yarrow Dr	Looks great!	2-20-09
J-13	Shane McCellan	Shane McCellan	1982 W. Yarrow Dr	" "	2-20-09

Petition for Amendment to Harvest Park SDP-1 zone

We, the undersigned Homeowners of Harvest Park, hereby give our support for an increase of 91 units in the SDP-1 zone as shown on the attached plan. The plan has been adapted to better suit current market conditions, and as such will create greater mixture in ages, income levels, and family status at Harvest Park, while maintaining the same style and quality demonstrated so far. We request the approval of this amendment to Harvest Park.

Lot#	Name	Address	Comments	Date
Z-5	Artie Fay Nielson	Artie Fay Nielson	768 S. Iris home	2/12/09
S-7	Kerri Zupan	Wood Zupan	1997 Crescent Dr	2/12/09
J-7	Nick Zupan	id of	"	2/12/09
J-17	Julie Saville	Julie Saville	1016 Sage Lily	2/12/09
J-17	Kirt Saville	Kirt Saville	1016 Sage Lily	2/12/09
L-44	Michael Hendon	Michael Hendon	863 Sage Lily way	2/12/09
L-44	Julia Hendon	Julia Hendon	863 Sage Lily way	I like it - thank you 2/12/09
L-49	KETH W BENNETT	Keth W Bennett	1797 W. LITTLE WILLOW COVE	2/18/09
L-48	ADDIE LOUVEY	ADDIE LOUVEY	1799 LITTLE WILLOW COVE	2/18/09
✓ U	GEORGE	George T. Gerson	737 S. WILLOW DR.	2/18/09
U H	T. G. Gerson Jr	Natasha Daley	796 S Willow	02/18/09

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Petition to Approve Proposed Amendment to Harvest Park Subdivision

We, the undersigned Homeowners of Harvest Park, hereby give our support for the increase in number of units as shown on the attached plan. The plan has been adapted to better suit current market conditions, and as such will create greater mixture in ages, income levels, and family status at Harvest Park, while maintaining the same style and quality demonstrated so far. We request the approval of this amendment to Harvest Park.

Lot#	Printed Name	Signature	Address	Comment	Date
U-7	RACON LINDSEY	Ralph Lindsey	1871 Elm St	Love the concept	2-11-09
L-38	Janna Sills	Janna Sills	973 S Iris Ln		2-11-09
W-2	Joyce HATFIELD	Joyce Hatfield	1872 W Elm Street	OK	2-11-09
L-53	Jeanne Mackley	Jeanne Mackley	1747 W Little Willow Cv	OK	2-11-09
U-1	Lucinda Berge	Lucinda Berge	799 S Silverleaf Dr	great idea	2-11-09
U-11	Cynthia Fuentes	Cynthia Fuentes	752 Willow Lane	Great!	2/11/09
T-4	Julie D. Dackler	Julie Dackler	1997 W Autumn Dr	A Good Solution There are beautiful	2/11/09
U-3	Elisabeth Matthey	Elisabeth Matthey	703 S Silverleaf Dr.	Approve	2/11/09
J23	Don Seaman	Don Seaman	882 S Seville Ln	OK	3/14/09
T-14	Michelle Dackler	Michelle Dackler	664 Silverleaf Dr.	Good Idea we approve	2/11/09
T-4	Gary Dackler	Gary Dackler	1997 W Autumn Dr.	I believe it would be a nice addition to the community	2/11/09

TURTLE PARK
PLAYGROUND #2 (.43 ACRES)

THIS IS THE PLAN AS APPROVED NOW:

"SILVERLEAF"
TWO-FAMILY
P.U.D. HOMES

meandering
of most streets.

"SILVERLEAF"
ONE-FAMILY
P.U.D. HOMES

TADPOLE PARK
PLAYGROUND #3 (.)

SILVERLEAF



SOCCER FIELD

PAVILION

PARK / PLAYGROUND #1
7.3 ACRES

COMMUNITY CENTER

HARVEST PARKWAY

800 SC

PROPOSED PLAN



'THE VILLAGE' COURTYARD HOMES
P.U.D. ONE- AND TWO-STORY HOMES



'THE VILLAGE' TOWNHOMES
P.U.D. TWO-STORY HOMES



BUMBLE BEE PARK
PLAYGROUND #2 (.63 ACRES)

TURTLE PARK
PLAYGROUND #3 (.34 ACRES)

DRAGONFLY PARK
PLAYGROUND #4 (.4 ACRES)



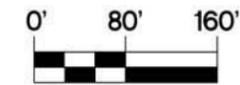
'THE VILLAGE' GARDEN HOMES
P.U.D. ONE- AND TWO-STORY HOMES

TENNIS COURTS

SWIMMING POOL

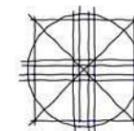
COMMUNITY CENTER

Trees to be planted every 30' along both sides of all streets. A total of more than 1,700 trees will be planted in the community.

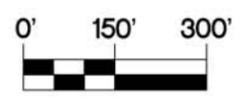


TADPOLE PARK
PLAYGROUND #5 (.5 ACRES)

Harvest Park
PLATS C+E, PHASE 3, PHASE 4
PROPOSED DENSITY CHANGES #2



J.W. Robinson Architect, A.I.A.
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Phone (801) 486-1111
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Harvest Park

ENTIRE PROJECT

PROPOSED DENSITY CHANGES

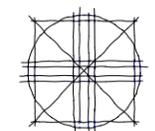
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"THE VILLAGE" COURTYARD HOMES
P.U.D. ONE- AND TWO-STORY HOMES



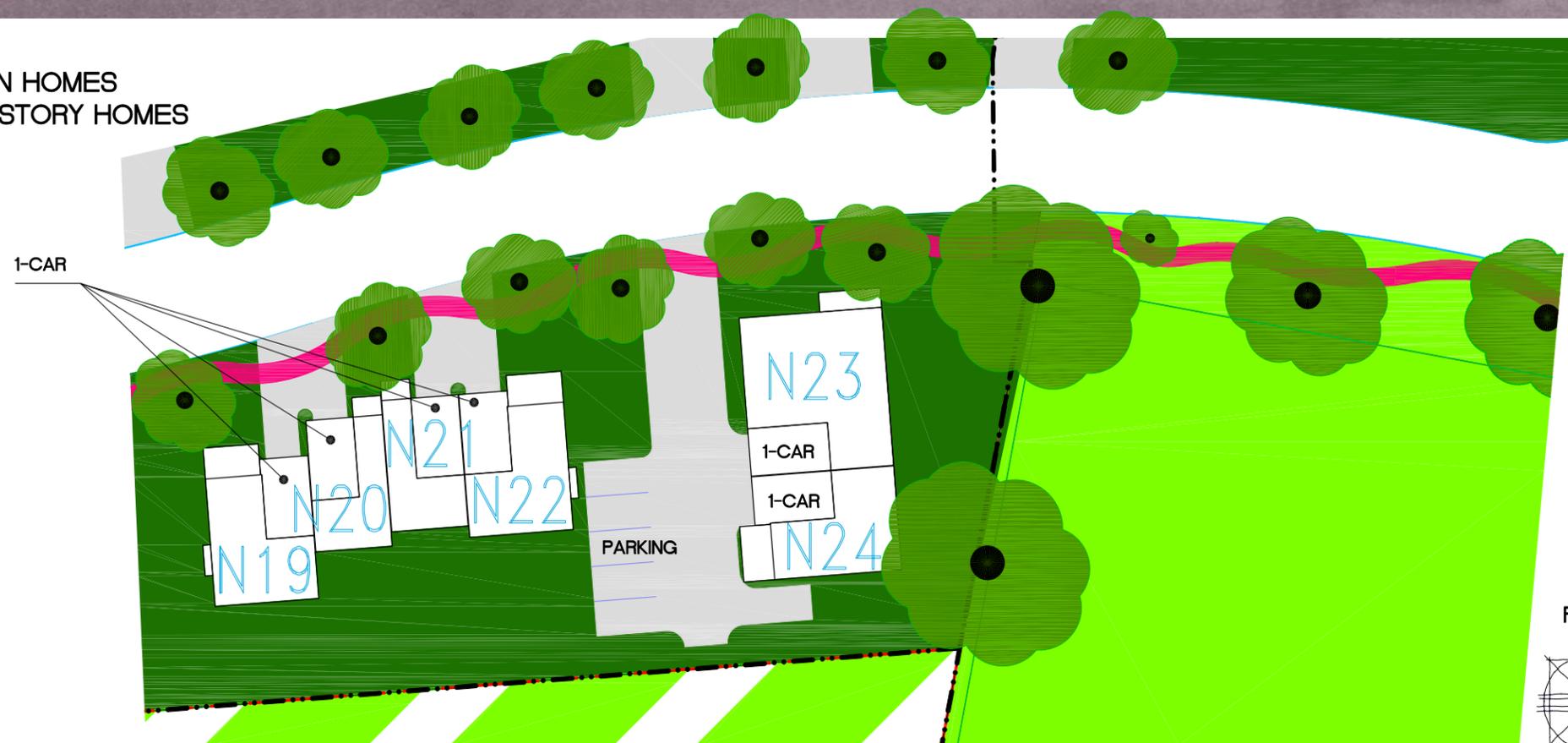
Harvest Park
COURTYARD HOMES
PROPOSED DENSITY CHANGES



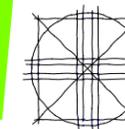
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"THE VILLAGE" GARDEN HOMES
P.U.D. ONE- AND TWO-STORY HOMES



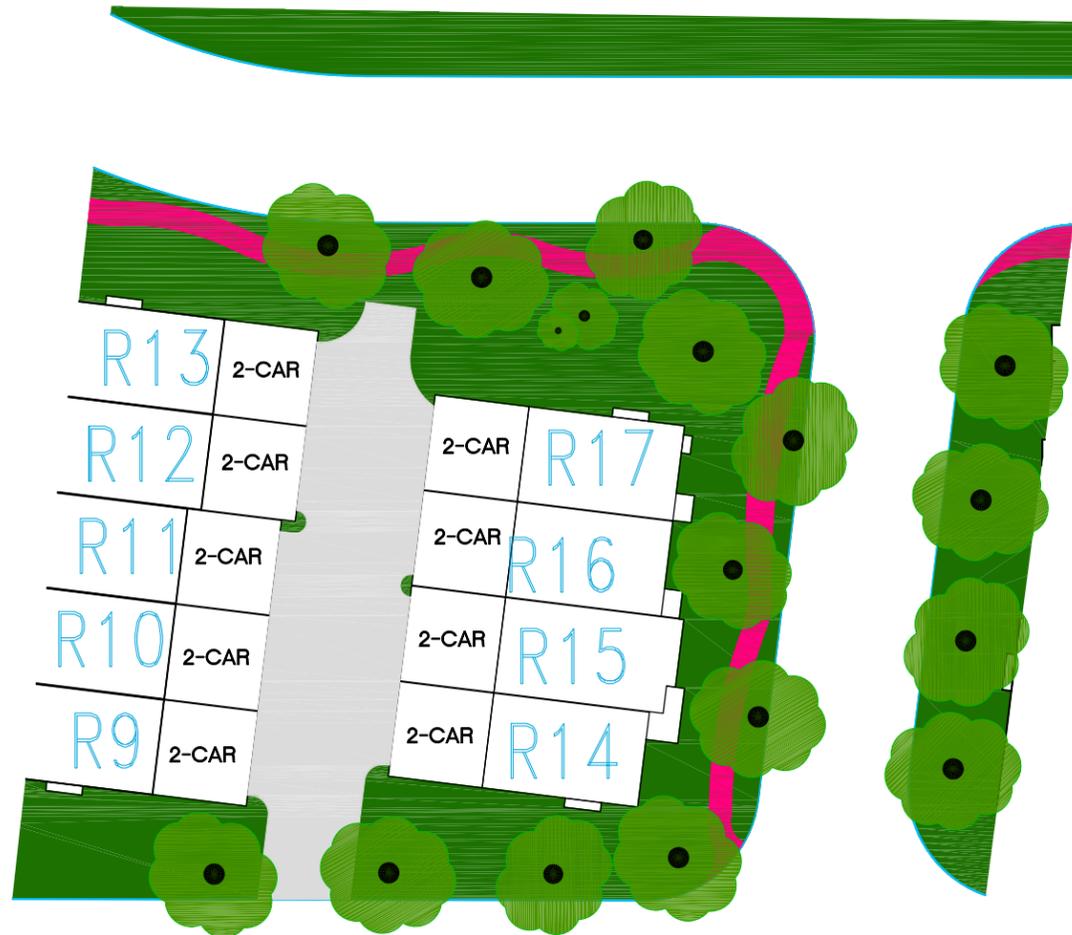
Harvest Park
GARDEN HOMES
PROPOSED DENSITY CHANGES



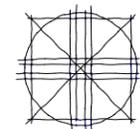
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"THE VILLAGE" TOWNHOMES
P.U.D. TWO-STORY HOMES



Harvest Park
TOWNHOMES
PROPOSED DENSITY CHANGES



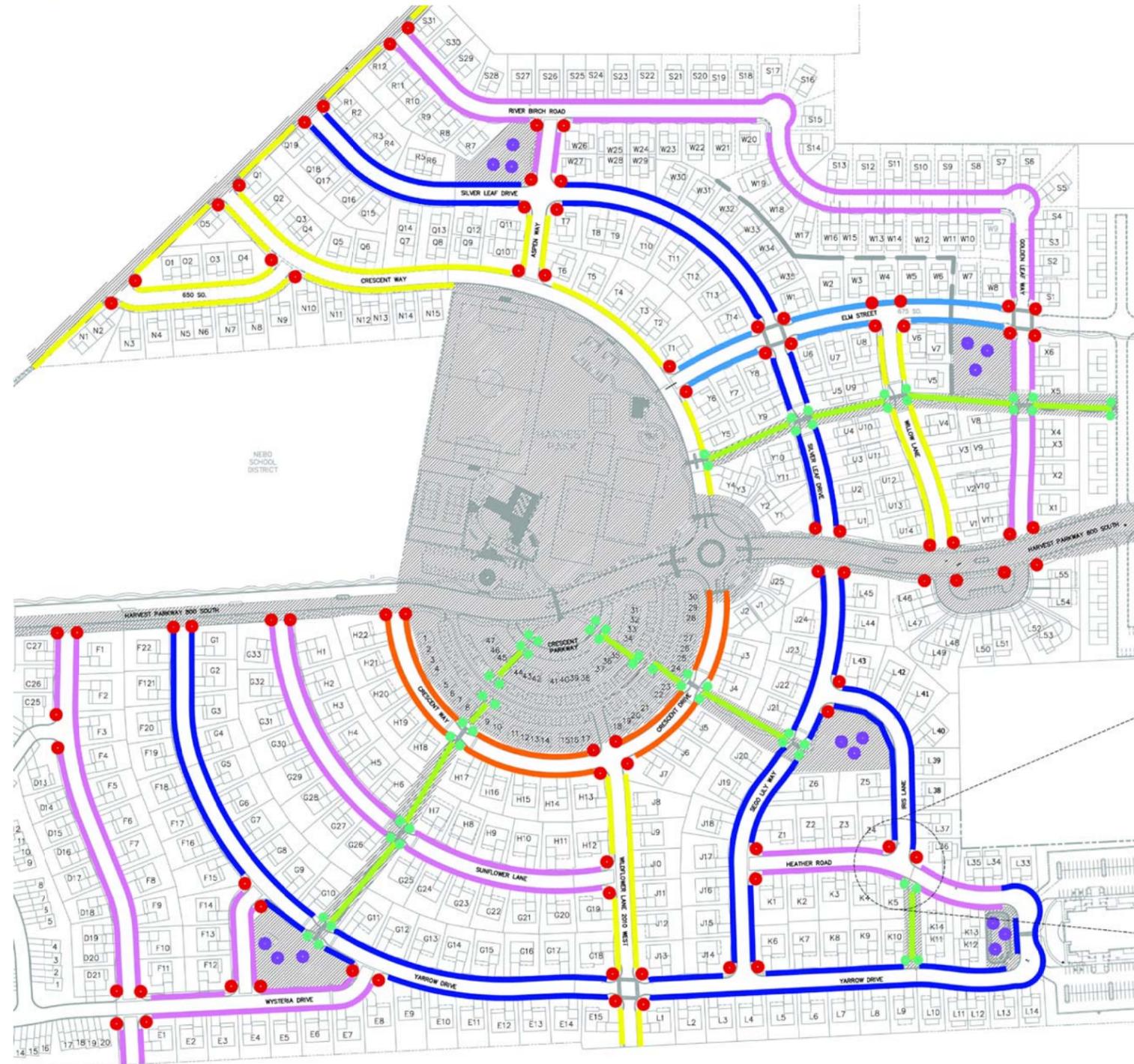
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LEGEND

TREE

SYMBOL	QUANTITY	SCIENTIFIC NAME	COMMON NAME
	SEE NOTE 1	FRAXINUS PENNSYLVANICA 'MARSHALL'S SEEDLESS'	MARSHALL'S SEEDLESS ASH
	SEE NOTE 1	ZELKOVA SERRATA 'GREEN VASE'	GREEN VASE ZELKOVA
	SEE NOTE 1	ULMUS WILSONIANA 'PROSPECTOR'	PROSPECTOR ELM
	SEE NOTE 1	QUERCUS MACROCARPA	BURR OAK
	SEE NOTE 1	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER FLOWERING PEAR
	SEE NOTE 13	MALUS 'SPRING SNOW'	SPRING SNOW CRABAPPLE
	82, SEE NOTE 1	ACER TRUNCATUM 'KEITHSFORM'	NORWEGIAN SUNSET MAPLE
	55, SEE NOTE 13	CERCIS CANADENSIS	EASTERN REDBUD
	SEE NOTE 13	PLATANUS X ACERIFOLIA 'BLOOD GOOD'	LONDON PLANE TREE

HARVEST PARK TREE PLAN

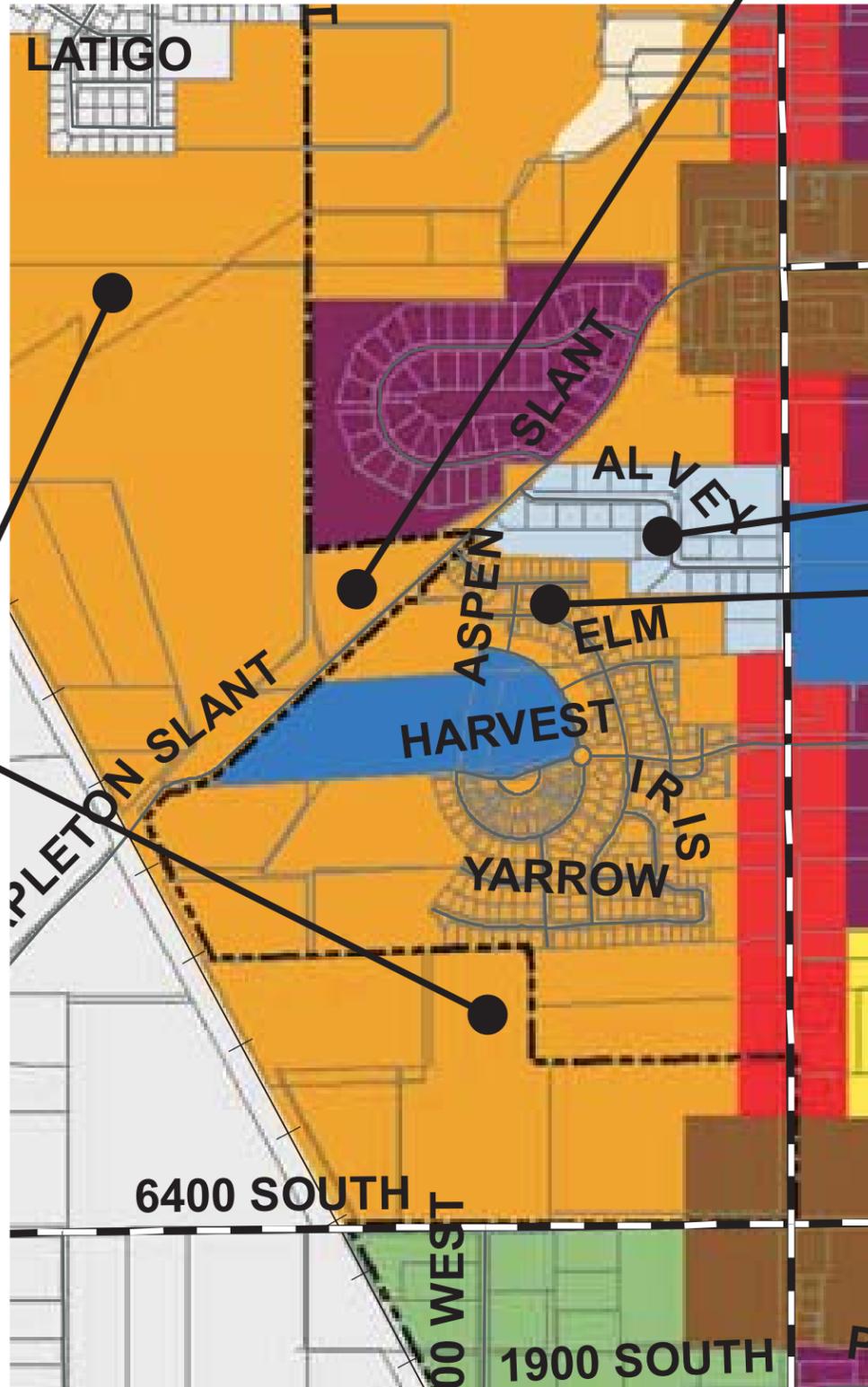


Mapleton City General Plan 2007

Legend

-  US or State Hwy
 -  Local Road
 -  Local Road - Unpaved
 -  Railroads
 -  Mapleton Boundary
 -  Uinta National Forest
 -  Hobble Creek WMA
 -  Parcels as of 8-16-07
- General Plan**
-  General Commercial
 -  Shopping Center Commercial
 -  Central Business District
 -  Industrial and Manufacturing
 -  Public Facilities
 -  High Density Residential
 -  Medium Density Residential
 -  Low Density Residential
 -  Rural Residential
 -  Critical Environment

Proposed 3 Level Condos
Proposed Overall Density 13.1 units/acre



Alvey Business/Industrial Park

Harvest Park Amendment

Proposed Overall Density 5.85 units/acre



MAPLETON CITY CORPORATION

Adopted 8/21/07 by Ordinance 2007-21.



In Mapleton

March 31, 2009
Cory Branch, Planning Director
Mapleton City
125 West Community Center Way
Mapleton, Utah 84664

Re: Application to amend Title 18, Development Code, Part III, Zoning, Chapter 1856A.050,
Lot Area.

Dear Cory:

The following is a response to comments and questions from the Mapleton City Development Review Committee (DRC) regarding the above referenced amendment request. Specifically, this response addresses Items #3, #4, #5 and #13 from the recorded minutes of the DRC meeting held on March 4, 2009.

Item #3 (water shares):

Harvest Park has submitted all water shares requested by the planning staff in conjunction with prior plat recordings in the Harvest Park development. In the past, Mapleton City planning staff calculated the number of shares required on the basis of acreage involved in the specific plat being recorded, not on the basis of the number of units. Previously, the planning staff and Harvest Park concurred that the water usage per unit decreased as density increased and it was not reasonable to expect a town home unit with no private landscaping to involve the same water usage as dwelling units constructed on one-third to one-acre lots. Harvest Park is requesting that the acreage method continue to be used in calculating the water shares required with each plat dedication.

Item #4 (culinary water payments):

The home owners associations in most new large scale planned unit developments are subsidized by the developer for the first several years. Because of current soft market conditions and difficult cash flow constraints, it has been very difficult for Harvest Park Homes to subsidize the HOA operating expenses. However, as units continue to be occupied in the project, the HOA dues have increased and it is becoming easier to cover the HOA expenses. In addition, the Harvest Park HOA is implementing a different HOA dues policy that will require the home owners to pay utility fees directly to the city separate from other HOA dues. When the city notifies the HOA that utility bills have not been paid, the HOA will be able to shut off the water to specific units. The Harvest Park HOA will be working out details of the proposed utility billing plan with the Mapleton City accounting staff within the next few weeks.



In Mapleton

Item #5 (commercial development adjacent to Highway 89):

In the past, Harvest Park has had a number of commercial users interested in buying or leasing commercial space in the commercial area of the Harvest Park project. However, because of soft market conditions, the residential part of the project has not developed to the stage necessary to support adjacent commercial development. Approval of the proposed amendment and the development of housing in the lower price ranges will significantly increase the absorption rate in Harvest Park and improve the economic viability for commercial development.

Item #13 (use of TDR's):

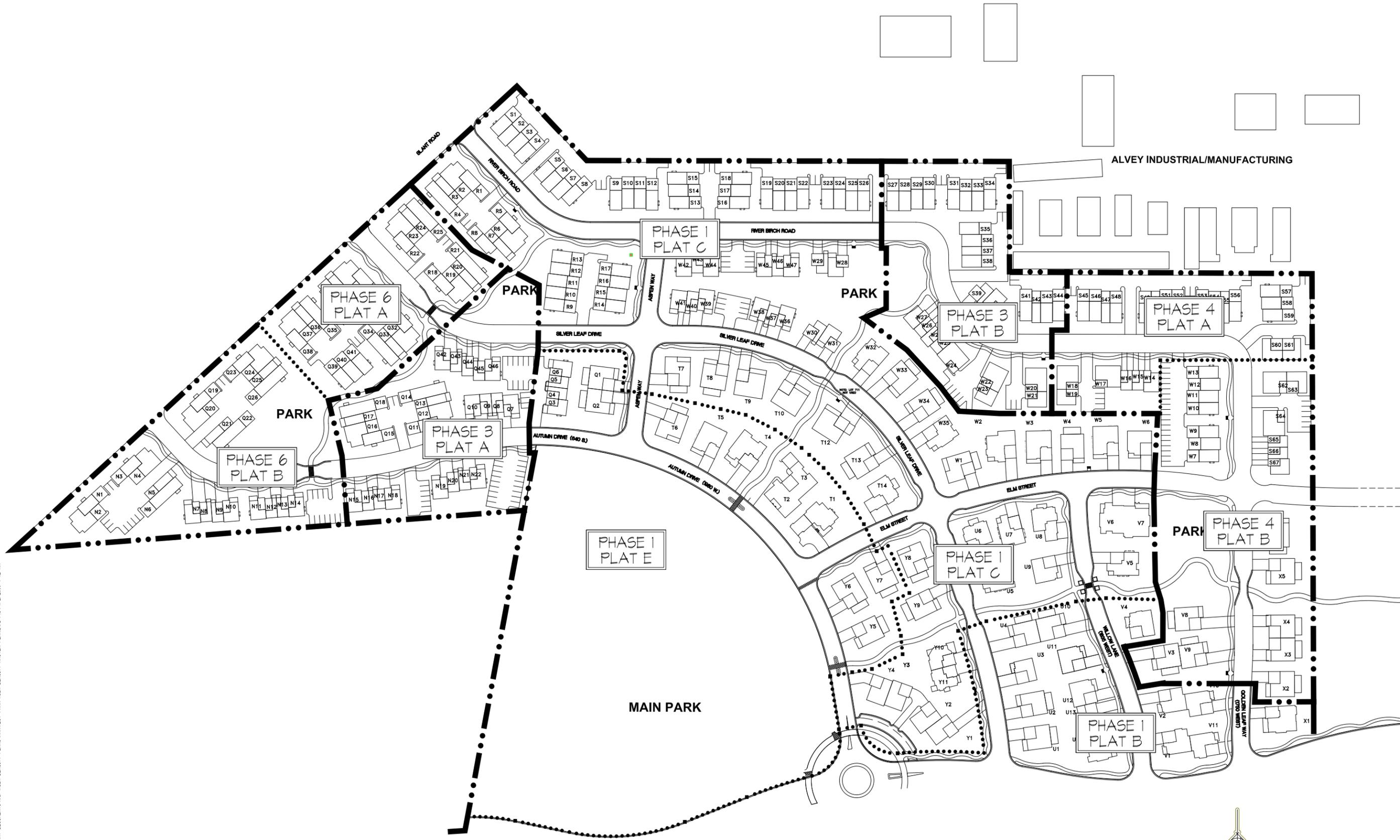
We will continue to use TDR's in the development of the project. However, in order to maintain the lower price range proposed for the inventory involved in the plat amendment we are requesting that we be allowed to use one TDR for every eight units. The current ratio is one TDR for every six units.

If there is any additional information we can provide regarding these issues please let us know.

Sincerely,

Blaine Turner, Manager
Harvest Park Homes, LLC

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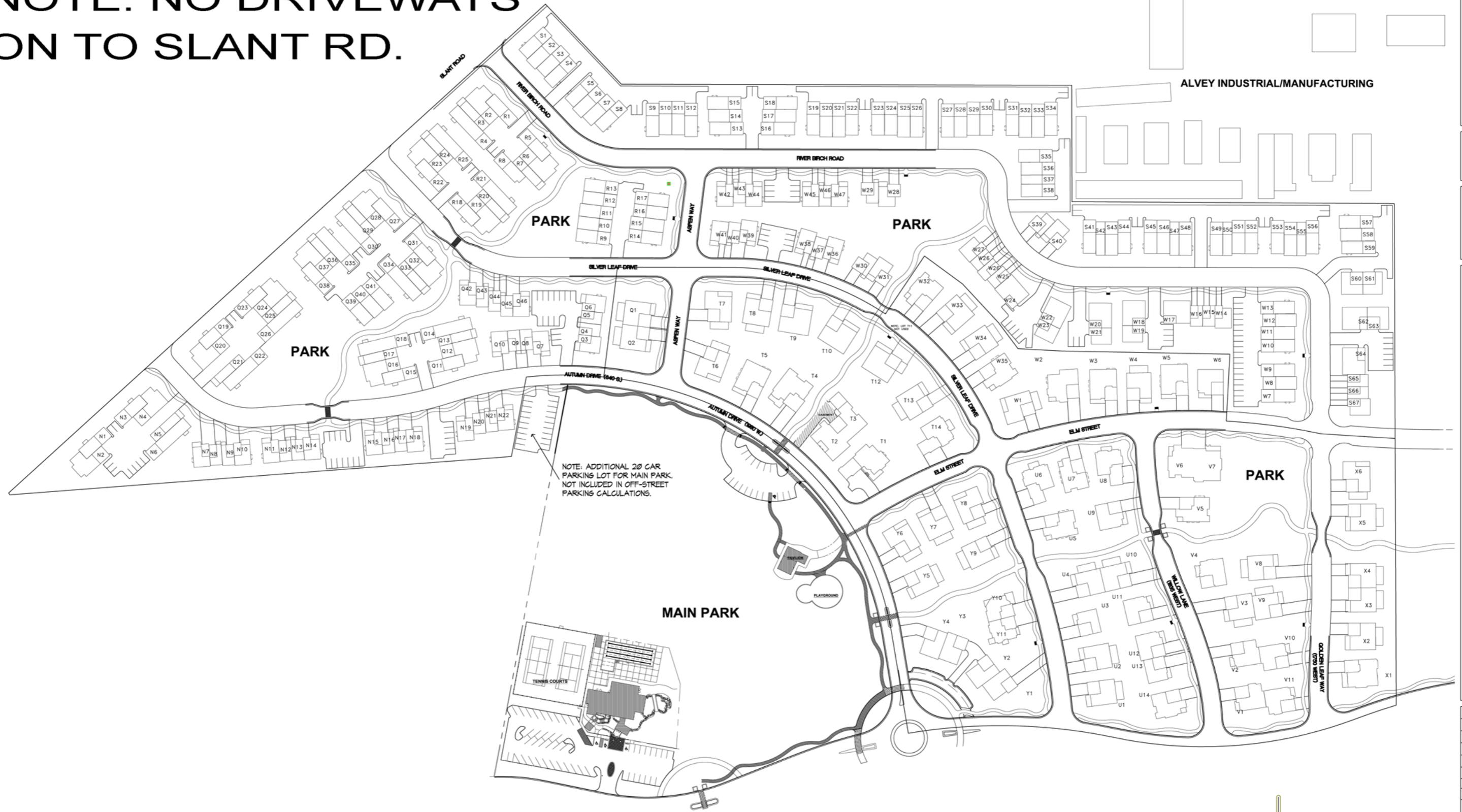
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HARVEST PARK
 Harvest Parkway - Mapleton, UT
 Phases and Plats

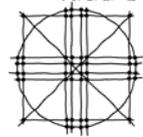
Job #	
Dr. By	JAP
Ch. By	
Rev. By	
Revisions	
Date:	
Sheet:	1 OF 1

NOTE: NO DRIVEWAYS ON TO SLANT RD.



ALVEY INDUSTRIAL/MANUFACTURING

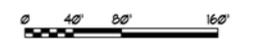
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HARVEST PARK
 Harvest Parkway - Mapleton, UT

Job #	
Dr. By	JAP
Ch. By	
Rev. By	
Revisions	
Date:	



Thursday, 02 April 2009 09:00:00 AM
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 Thursday, 02 April 2009 09:00:00 AM D:\MY DOCUMENTS\HIGH-DENSITY PLANNING\HARVEST PARK\HIGH-DENSITY MASTER PLANNING

April 1, 2009

Mapleton City Development Review Committee
ATTN: Cory Branch, Planning Director
125 West Community Center Way
Mapleton, Utah 84664

RE: Harvest Park Text Amendment Review minutes dated Wednesday, March 4, 2009.

Cory

Northern Engineering is currently working with Harvest Park Development members to assist in the re-submittal of certain documents that support their request for the abovementioned Text Amendment request for the Harvest Park Development. I have prepared a brief summary attempting to address the concerns relating to the Civil Engineering issues to the text amendment. I have limited my comments to review items #6, #8, #9, #10, and the verbal comment made by Gary Calder at our meeting in your office on Wednesday March 25th.

Review Comment #6.

- The developer has retained Bill Gordon at G.S.H. to continue to provide the design team with geotechnical exploration findings and technical design methodologies. Mr. Gordon worked with A.M.E.C on the original geotechnical, infiltration, and unconfined groundwater monitoring studies on the entire site. Mr. Gordon and his staff will continue to provide the development team with high quality analysis and recommendations required to complete the text amendment request, along with future Preliminary and Final construction drawings.
- Northern Engineering staff will prepare a revised addendum to the overall storm drainage report quantifying and addressing the revised site design and the changes in the storm-water storage requirements. The revised site design incorporates additional open-space in two additional park areas that we are anticipating using as storm-water storage areas. The area north of River Birch Road will have to retain its own storm-water within the remaining open areas and we anticipate implementing this into our final design.
- It was noted that the development has had storm-water problems in the past with large storms. After talking with the residents and the developer, it seems that there is only one area that has had a problem; it's the same area that you mentioned in our meeting: the Little Willow Cove Park just off of Harvest Parkway. Referring to the original construction drawings, this storm-water retention basin was to provide a basin volume of 2027 cubic feet of storm-water storage. The basin as-constructed falls short well short of this capacity. We were also unable to confirm that the as-constructed sump actually penetrated the saturated gravel layer allowing for a greater percolation/infiltration rate. Northern Engineering is in the process of designing options to remedy this system shortfall at this location. Our observations and interviews indicate that all of the other

retention basins have worked as designed with adequate capacity and relatively quick percolation into the gravel layer.

Review Comment #8.

- A parking and fire lane summary and analysis will be prepared for the entire site.

Review Comment #9.

- The improvements along Slant Road will be required to facilitate the increased traffic demand in this area. The development team is aware of this requirement and are willing to discuss the extent of improvements and negotiate a trigger mechanism when these improvement will be required for construction.
- The concern over driveways accessing Slant Rd. has been addressed by two revised plans: Plan #1 reorients 15 of the driveways off from Slant Rd. With Plan #2, all of the driveways proposed to access onto Slant Road have been re-designed to access off of interior roads within the proposed development. If plan #2 is chosen it will cut into the open space and park areas by approximately 25 feet. We will follow the staff recommendation regarding which plan to use.

Review Comment #10.

- Northern Engineering will consolidate the required utility connections to the proposed higher density configuration. The contractor will be required to remove the existing curb & gutter at the lateral locations with proper compaction to prevent differential settling of the finished curb & gutter (and sidewalk where applicable). The lateral sizing will also be designed and upsized where applicable.

Water Modeling Comment.

- As required by City Public Works staff, a water model for this area may be required. This will insure that the proposed water demands, pressure, and velocities will comply with the local and state guidelines.

If you have any questions or concerns regarding this summary, please don't hesitate to contact me at 801-802-8992.

Best Regards

Kyle Spencer, P.E.



April 1, 2009
Job No. 0067-02A-09

Harvest Park Homes
% JW Robinson Architects Inc
2299 S Highland Drive, Suite 200
Salt Lake City, Utah 84106

Attention: Mr. Jerry Robinson

Gentlemen:

Re: Supplemental Geotechnical Report
Northern Portion of Harvest Park Residential Development
West Side of U.S. Highway 89 at Approximately 800 South
Mapleton, Utah

1. GENERAL

This letter presents supplemental geotechnical discussions and recommendations pertaining to the northern portion of the Harvest Park Residential development, which is located on the west side of U.S. Highway 89 at approximately 800 South in Mapleton, Utah. This service was requested and authorized by Mr. Jerry Robinson.

2. BACKGROUND

The overall site, except along the immediate west side of U.S. Highway 89, is proposed to be developed for residential structures. Along the immediate west side of U.S. Highway 89 some one- to possibly two-level retail and commercial buildings will be constructed. These structures would have the first level at about existing grade.

Based upon extensive studies performed by this writer, while with AGRA/AMEC Earth & Environmental, Inc., specific criteria for determining the maximum depth at which the subgrade level slabs should be constructed was established. This criteria was based upon long-term monitoring of the groundwater across the site and review of the proposed retention drainage pond system. To date, we are aware of only one building where groundwater has been a problem; that is, the club house site. In reviewing the situation, it is our conclusion that the problem is related to the fact that the below-grade level was established deeper than recommended by the previously referenced criteria. To the best of our knowledge none of the other structures at the site have experienced groundwater problems.

Monitoring over a period of approximately two years has shown seasonal groundwater variations but no long-term detrimental trends. The highest levels occur during the summer and late summer months and are directly related to heavy flood irrigation of the up-gradient properties to the immediate west. As the properties immediately adjacent to the site are further developed, heavy agricultural irrigation will diminish with a projected decrease in overall groundwater table and seasonal variations.

Because of market changes, it is proposed to construct one- to two-level residential units in the northern portion of the site with the first level at or slightly above existing grade. Basements are not proposed for these new units. These structures will be supported upon conventional spread and continuous wall foundations established upon suitable near-surface natural soils or structural fill extending to suitable natural soils.

3. DISCUSSIONS AND RECOMMENDATIONS

3.1 FOUNDATIONS AND EARTHWORK

Geotechnical studies performed at the site show the near-surface soils, below the topsoil, and upper approximately six to seven inches, which have been loosened by normal weathering or past agricultural activities, are suitable for direct support of conventional spread and continuous wall foundations. As an option, an at-grade slab with a perimeter frost cut off trench is being considered. The trench will extend at least 2.5 feet below final grade and be at least 12.0 inches wide. After excavation, a minimum one-inch rigid insulation board will be placed as the outside wall then backfilled with non-frost susceptible gravel. The trench will be located at the outside edge of the slab.

This, in our opinion, is an acceptable foundation system.

The discussions and recommendations pertaining to conventional spread and continuous wall foundations and earthwork presented in previous reports and utilized in the construction of the existing facilities across the overall development remain applicable. There are no indications of moisture sensitive soils which could lead to adverse settlement.

3.2 DRAINAGE AND GROUNDWATER

With the higher density configuration, it is planned to retain runoff water from the roadways and immediately adjacent private property in the proposed large retention ponds. Runoff from areas cutoff from direct discharge to the large retention ponds will be retained in shallow swales and basins in landscaped areas associated with the homes.

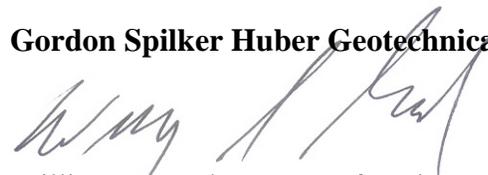
Since the proposed residential structures will be slab-on-grade and not with below-grade levels, the drainage swales and basins in no way will detrimentally affect the foundations and/or floor slabs.

The retention ponds will be constructed similar to those established in the southern portion of the site. It is our opinion that these systems will not detrimental affect the overall groundwater tables.

We appreciate the opportunity of providing this service for you. If you have any questions or require additional information, please do not hesitate to contact us.

Respectfully submitted,

Gordon Spilker Huber Geotechnical Consultants, Inc.



William J. Gordon, State of Utah No. 146417
Professional Engineer

WJG:sn

Addressee (3 + email)

Attachment 4

17.04.130: AVAILABILITY OF ADEQUATE PUBLIC FACILITIES:

- A. Approval of all development that requires development review approval shall be governed by this chapter. Mapleton City shall reserve one percent (1%) of its present and future public facilities' capacity for commercial, industrial and institutional (schools, churches, civic, and public uses) development with ninety nine percent (99%) of present and future capacity for residential development.
- B. The public facilities to which the preceding paragraph applies shall include the following:
1. The city culinary water system, including quantity, quality, treatment, storage capacity, transmission capacity, and distribution capacity;
 2. The city sanitary sewer system, including treatment, overall capacity, outfall lines, laterals, and collector lines;
 3. The storm water system, including drainage and flood control facilities;
 4. Streets and roads, including arterial and collector roads, sidewalks, curb and gutter, and related transportation facilities;
 5. City pressurized irrigation system, including transmission and distribution capacity.
- C. Approval shall not be granted until such time as the applicant has provided information, to the satisfaction of the city engineer, that adequate public facilities exist in the areas affected by the development to accommodate the development.
- D. The adequacy of public facilities shall be determined as of the date of application. Upon application for a development which requires development review, the city engineer, or his designee, shall calculate the public facilities existing as of the date of the application. To the extent that all public facilities required to approve the development proposed by the applicant are available to the city at the time of the application, the city engineer or his designee shall certify that the requirement for adequate public facilities has been met. To the extent that any one or more of the public facilities required to approve the development proposed by the applicant are not available to the city at the time of the application, the city engineer or his designee shall certify that the requirement for adequate public facilities has not been met.
- E. To calculate the adequacy of the public facilities for each application, the city engineer or his designee shall compare the base public facilities inventory and the modifications to the base public facilities to the type and quantity of public facilities required by the application under consideration pursuant to the Mapleton City standard specifications and drawings, the various master plans and the comprehensive general plan of the city.
1. In order to equitably determine the base public facilities inventory calculation, "zoning lots" shall be defined as in section 18.08.475 of this code.
 2. The base public facilities inventory shall be established by the city engineer, and adopted by resolution of the city council. A copy of the document shall also be maintained in the office of the planning and zoning director.

3. The calculation of the base public facilities inventory shall be by determining the associated public facilities required for:

- a. The number of residential structures within the city boundaries existing as of June 1, 2005.
- b. The number of commercial structures within the city boundaries existing as of June 1, 2005.
- c. The number of residential building permits issued for structures to be built within the city boundaries but which were not yet constructed as of June 1, 2005.
- d. The number of commercial building permits issued for structures to be built within the city boundaries but which were not yet constructed as of June 1, 2005.
- e. The number of transfer of development rights issued by Mapleton City and transfer development rights applied for but for which no building permit had been issued as of June 1, 2005.
- f. The number of potential transfer of development rights in excess of the number applied for as of June 1, 2005.
- g. The number of lots of record with "zoning lot" status for which no building permit had been issued as of June 1, 2005.
- h. The number of recorded subdivision lots within the city boundaries for which a building permit had not been issued as of June 1, 2005.
- i. The number of recorded commercial lots for which a building permit had not been issued as of June 1, 2005.

4. The maximum number of physical sewer connections per year not to exceed two hundred sixty four (264). However, this section shall not apply to lots or dwelling units that have previously paid the impact fees in conjunction with a recorded subdivision plat prior to June 1, 2005.

5. The city planning and zoning director shall create and maintain as a public record, the modifications to the base public facilities list. This document shall consist of a list of all additional public facilities acquired by or dedicated to the city, on or after June 1, 2005, as well as a list of any additional use of public facilities for all purposes, including public, residential or commercial on or after June 1, 2005.

6. The principle of "first come, first served" for "zoning lot" applicants requesting sewer hookups will establish the yearly priority allotment.

7. When considering any development which requires development review, the planning commission and city council shall be informed of the determination of the city engineer in his adequate public facilities review, and shall be provided with an accounting of the public facilities inventory at the time of application for the development, and the impact the development will have on the public facilities inventory if approved.

8. The modifications to the base public facilities list shall be reviewed periodically but not less than once each year, by the city planning commission, and all additions to the list shall be approved and adopted by resolution annually by the city council on or before the first council meeting in April.

9. Adequate public facilities are not guaranteed to any proposed development or subdivision until such time that the impact fees have been paid for every lot or unit within the development or within the plat to be recorded. No one development may record more than twenty (20) lots within one calendar year, from January 1 to December 31, unless otherwise specified by an approved development agreement between the Mapleton City council and the developer. Once impact fees have been paid, the developer will have six (6) months to record the subdivision, or commence the development by application of a building permit. If such time elapses, the money paid in impact fees shall be returned to the developer. The six (6) month requirement to record or commence the development may be extended if the developer agrees to pay six (6) months of back sewer usage fees per home or lot that are the result of the development and start paying the monthly sewer fees thereafter. (Ord. 2005-02, 5-18-2005, eff. 6-15-2005)

MAPLETON CITY DEVELOPMENT REVIEW COMMITTEE MINUTES

Wednesday, March 4, 2009 at 8:30am

125 West Community Center Way (400 North), Mapleton, Utah 84664

Jerry W. Robinson requests to amend Title 18, Development Code, Part III, Zoning, Chapter 18.56A.050, Lot Area, in order to increase the number of residential dwelling units from 496 to 587 units.

Applicant: Jerry W. Robinson – 801-231-7777

Drawings Submitted on: February 25, 2009

Community Development, Engineering, and Public Works Division

Cory Branch, Planning Director, Phone: (801) 806-9101, Fax: (801) 489-5657,

Email: cbranch@mapleton.org

Matt Brady, Planner I, Phone: (801) 806-9108, Fax: (801) 489-5657, Email: mbrady@mapleton.org

Gary Calder, City Engineer, Phone: (801) 489-6253, Fax: (801)489-5657, Email: gcalder@mapleton.org

Scott Bird, Public Works Director, Phone: (801) 489-6253, Fax: (801) 489-5657, Email:

sbird@mapleton.org

1. This review consists of concept drawings only. At this time the applicant is only proposing a text amendment. If the text amendment is approved the applicant will be required to apply and pay fees for preliminary and final plat approval.
2. The applicant must meet with staff to ensure that the proposed density increase will meet all requirements of Chapter 18.56, Chapter 18.56A, and the Development Agreement.
3. Staff is reviewing past files to ensure that the applicant does not have any unresolved water share obligations to Mapleton City. Does the applicant intend to deed to Mapleton City one water share per dwelling unit?
4. Culinary water payments have been historically late in the past. Staff is concerned that the problem will persist in the future. Does the applicant have a proposal to resolve this issue?
5. Does the applicant have a proposal for the past obligations regarding commercial development adjacent to Hwy 89?
6. Applicant must submit a revised geo-tech report regarding the ground water problem in this area. With increased density, hard surface areas increase and open space decreases. The revised study needs to address how and where this extra storm water will be contained. This development has had storm water problems in the past with large storms. The applicant will not be able to drain private parking areas into public storm drain system.
7. Increased density causes parking problems. Fire code requires that all streets 32' and less be signed as fire lane and no parking on one side of street (IFC D103.6). Almost

all the existing streets in Harvest Park have this problem and will need to be signed as such prior text amendment approval.

8. None of the parking counts should include on street parking. The applicant must discuss the parking count and plan with staff.
9. Improvements will be required on Slant Road. These improvements include; utilities, concrete, and paving. Staff is concerned with the number of private drives being proposed to have access off of Slant Road.
10. Prior Harvest Park roads required that sewer and water laterals be placed into adjacent lots. With this increased density requirements all of these laterals will have to be up-sized, this means that there will be multiple roadway cuts which will need to be consolidated as much as possible.
11. Staff recommends that the letter submitted by the applicant dated February 24, 2009 be updated to discuss parking counts for the residential, club house, and city amenities. The letter should also discuss timing of the completion of each of these amenities.
12. The applicant must discuss with staff the phasing plans shown on the drawings.
13. Does the applicant intend to submit TDR's?
14. The applicant is proposing that the text amendment be noticed for the Planning Commission on April 9, 2009 and City Council on May 6, 2009.

CHAPTER 18.56

SDP SPECIFIC DEVELOPMENT PLAN ZONE

18.56.010: PURPOSE AND INTENT:

The purpose of the SDP specific development plan zone is:

- A. To create unique zone regulations for each allowed geographic area where a specific development plan can be adopted.
- B. To encourage and promote the use of transferable development rights (TDRs) so that the specified areas can be developed to their full potential.
- C. To reduce urban sprawl, encouraging development in areas with adequate infrastructure, provide for moderate income housing opportunities, discourage strip commercial development, reduce infrastructure costs and energy consumption.
- D. To encourage imaginative and efficient utilization of land, to develop a sense of community, and to ensure compatibility with the surrounding or proposed commercial environments. The SDP zone is to allow residential uses adjacent to Mapleton City's commercial areas that traverse Highway 89 (1600 West). The SDP zone shall only apply to the following areas: all areas west of 1600 West from 1600 South, northward along Highway 89 (1600 West) to approximately Maple Street, and all areas from Highway 89 (1600 West) eastward to 1400 West, and from 1000 North, southwards to 1600 South. Both the regulations of this chapter, as well as the regulations contained in each plan district shall apply to a given specific development plan zone area. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.020: CREATION OF ZONE:

- A. The SDP zone shall be applied to a land area as an independent zone. Property to which an SDP zone has been applied shall be developed only in conformance with an approved specific development plan. The first such zone shall be designated SDP-1, the second SDP-2, the third SDP-3 and so on.
- B. The SDP zone may be applied to any of the existing zones within the specified geographic area as defined above. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.030: SPECIFIC DEVELOPMENT PLAN ZONE MAPS:

A specific development plan zone shall include the following plan maps:

- A. A boundary map shall be prepared for every specific development plan zone. The boundary map, based on parcel boundaries or other surveyed boundaries, shall be used to delineate areas of the zoning district that lie within the city's boundaries on the official zone map. The zone map shall identify such areas as "SDP", and shall include the name of the specific development area plan area.
- B. A conceptual development plan based on an adopted or proposed specific development plan shall accompany each application for rezoning to an SDP zone. (Ord. 2003-21, 10-15-

2003, eff. 11-13-2003)

18.56.040: SPECIFIC DEVELOPMENT PLAN ZONE TEXT:

Each specific development plan zone ordinance shall include the following provisions and standards:

- A. Name And Purpose Of Zone: This section shall describe the zone in sufficient detail as to clarify the purpose and intent of the SDP zone regulations.
- B. Review And Approval Process: A review and approval process consisting of three (3) elements as follows:
1. Approval of a specific development plan, including maps, text, and conceptual development plan for the site in question;
 2. Approval of an SDP zone text and map amendment to implement the plan and the rezone of the property;
 3. Approval of a detailed development plan, subdivision, performance development, or condominium plat, if applicable.
- C. Applications:
1. Applications for an SDP zone text and map amendments shall be processed following the procedures set forth in title 17 of this code, and this title.
 2. An application for a project development plan, subdivision, or condominium shall be processed following the procedures set forth in title 17 of this code, and this title.
- D. Land Uses: This section shall identify permitted, conditional, and accessory land uses.
- E. Land Use Standards: This section shall specify any required land use conditions (i.e., land use mix, density, open space, buffering, etc.), and the review procedure required to review and approve each land use (design review, project plan review, conditional use, etc.). The criteria set forth in section 17.12.090 of this code, shall be used in creating land use standards.
- F. Lot Standards: This section shall specify requirements for new lots such as lot area, dimensions, and density, as applicable.
- G. Building Setbacks: This section shall provide setback standards for front, side and rear yards, as applicable.
- H. Design Standards: The design standards set forth in section 17.12.090 of this code, shall apply to all specific development plan zones. In addition, each such zone shall include design standards to address building heights, building orientation, common and private open space, natural resource protection, architectural design, and any other provisions unique to the district.

I. Building Height: This section shall establish building height standards as per section 18.56.100 of this chapter. (Ord. 2003-21; 10-15-2003, eff. 11-13-2003)

18.56.050: EXCEPTIONS TO DEVELOPMENT AND DESIGN STANDARDS:

When a specific development plan is adopted and the subject property has been placed in an SDP zone, the development plan and development standards associated with the zone shall be strictly construed. No variations shall be made from the development plan and standards adopted in the zone unless expressly approved by the city council with recommendation from the planning commission for the purpose of achieving better design. In taking such action the planning commission and city council shall:

- A. Make a finding that the amendment will result in better design; and
- B. Be bound by the standards set forth in the text of the applicable SDP zone which governs the development plan. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.060: PERMITTED USES:

Accessory buildings, in conjunction with and incidental to the main use of the property, such as a shed or detached garage no larger than forty percent (40%) of the main building size, and no taller than the main structure.

Attached side by side dwelling unit or town home. (No over/under units except duplexes will be allowed.)

Clubhouse and other recreational amenities for the development.

Condominiums subject to subsection 18.56.170C of this chapter.

Cultural or civic activities.

Duplex.

Educational institutions.

Park and recreation areas.

Single-family residential dwelling unit.

Swimming pools and related equipment.

Utility facilities. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.070: CONDITIONAL USES:

Multiple-family dwelling unit for attached (2 or more) dwelling units, not to exceed four (4) unrelated persons per dwelling unit.

Nursing home or assisted living center.

Places of worship. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.080: DENSITY AND THE USE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDRs):

The allowed residential density shall be the same density as allowed in the original zone designation. Unless TDRs are used in accordance with subsection A of this section, a concept plan that meets all of the requirements set forth in the zone for a subdivision shall be presented to the planning staff to determine any densities. All lot and road standards shall apply. Transferable development rights (TDRs), as defined in chapter 18.76 of this title, can be used for the purpose of obtaining a higher density for residential dwelling units. The following shall apply to the use of TDRs:

A. A density bonus shall be awarded for the use of TDRs. Regardless of the original zone designation, a total of six (6) dwelling units per acre shall be granted for the use of one TDR. If TDRs are not used, the density of the original zone shall apply, and

1. The use of TDRs for the purpose of obtaining the density bonus shall not be used in conjunction with the density established using the original zone designation. Only the six (6) dwelling units obtained by the use of the TDR shall apply. In no case shall the density of a site in the SDP zone exceed six (6) dwelling units per acre. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.090: MINIMUM FLOOR AREA:

All detached dwelling units located on a lot or parcel shall have a minimum main floor area of not less than one thousand (1,000) square feet. Pad site homes, which are not located on a lot shall have a minimum main floor area of eight hundred (800) square feet. Attached units shall have a minimum floor area of no less than nine hundred (900) square feet. The minimum floor area requirements shall not include garages, porches, sunrooms, or similar. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.100: BUILDING HEIGHT:

In no case shall any building height exceed thirty five feet (35') from the natural grade to the tallest point of the building, excluding steeples. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.110: ACREAGE REQUIREMENT:

The minimum size requirement for any project applying for the SDP zone shall be no less than fifteen (15) acres. Parcels with less than fifteen (15) acres may be combined with other parcels to meet the minimum acreage requirements. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.120: LOT REQUIREMENTS FOR DWELLING UNITS:

There shall be no lot requirements for dwelling units. Detached dwelling units may be placed on a recorded building pad as part of the development, as long as all surrounding areas are

recorded on the plat as "common open space" that is landscaped and maintained by a recorded homeowners' association. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.130: SETBACK REQUIREMENTS:

For the purpose of promoting "walkable" communities, setback requirements shall be limited. Each SDP zone text shall outline the setback requirements for the development, however, the SDP text shall not be less restrictive than the following setback standards for the SDP zone:

A. Subdivision Lots:

1. Front yard: Setbacks shall be no less than twenty feet (20') measured from the edge of the street right of way to the foundation of the home.
2. Corner lot side yards: Shall be measured the same as the front yard.
3. Rear yard setbacks: Shall be no less than twenty feet (20') measured from the rear property line to the foundation of the home.
4. Side yard setbacks: Shall be no less than eight feet (8') measured from the property line to the foundation of the home.

B. Pad Sites: Pad sites surrounded by open space areas provided for the purpose of a dwelling unit, shall have the following setback requirements:

1. Front yard - public street: Twenty feet (20') measured from the edge of the street right of way to the foundation of the home.
2. Corner lots - public street: Twenty feet (20') measured from the edge of the street right of way to the foundation of the home.
3. Side yard to property line: Five feet (5').
4. Rear yard to property line or zone boundary: Twenty feet (20') measured from the edge of the foundation to the property line or zone boundary line.
5. Distance between dwellings: There shall be a minimum setback between dwellings of twenty feet (20') in the rear yard, and sixteen feet (16') for the side yard. In no case shall any dwelling unit be closer than ten feet (10') to another dwelling. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.140: PARKING REQUIREMENTS:

All detached single-family residential dwelling units, whether or not on a lot or pad site, shall have an attached or detached two (2) car garage. All residential dwelling units outside the commercial zone other than single-family residential units shall be required to have one covered parking space, either by carport or garage. Each detached dwelling unit shall be required to have a total of four (4) parking spaces. The two (2) car garage shall be considered two (2) parking spaces, and the area directly in front of the garage, which shall be a paved

area twenty feet (20') wide by twenty feet (20') long, shall be considered the remaining two (2) parking stalls. All other parking requirements shall be governed by section 18.84.270 of this title. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.150: OPEN SPACE, STREET TREE AND LANDSCAPING REQUIREMENTS:

All landscaping shall conform to the requirements found in chapter 17.15 of this code. Not less than thirty five percent (35%) of any project in the SDP zone shall be kept and maintained as permanent open space. Said open space areas shall be maintained by a homeowners' association, and fees shall be collected from all related parties, property owners, or residents therein, to assure the maintenance of the open space areas. Open space areas may include the land around the residential areas, landscaped areas within the commercial centers or a separate park area. However, open space areas shall not be included as part of a residential lot. Open space areas shall not include streets (public or private), driveways or parking areas.

- A. Street Trees: Street trees shall be required in the park strip area between a sidewalk and the curb and gutter of every street. Said trees shall be of a minimum size of no less than two inch (2") caliper, and one tree shall be placed every thirty feet (30'). Tree species shall be the same as required in the adopted Mapleton City tree list attached as exhibit A to resolution 2002-43.
- B. Landscaping Requirements: In addition to the street tree requirements, one 2-inch caliper tree shall be required for every dwelling unit within the SDP project. Said tree shall be placed in front of, or in back of each of the proposed dwelling units, unless the dwelling unit is within a mixed use building, in which case the tree(s) shall be placed in the designated landscape area required for the commercial development. All other landscape requirements shall be governed by section 18.84.290 of this title. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.160: MINIMUM DESIGN STANDARDS:

- A. Architectural Design: Architectural design standards shall be subject to the requirements found in section 17.12.090, "Design Standards For Multi-Family And Specific Development Plan (SDP) Zones", of this code.
- B. Attached Dwelling Units: Dwellings may be attached side by side, but in no case shall any separate dwelling be located above another.
- C. Pedestrian Linkage: Safe pedestrian linkages between residential and nonresidential uses shall be included on every development site. Sites shall also be designed to accommodate pedestrian linkages to adjoining areas if possible. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.170: GUARANTEES AND COVENANTS:

- A. Adequate guarantees shall be provided for permanent retention and maintenance of all open space areas created within an SDP. No plats will be recorded and no bonds will be released until all required guarantees have been submitted to and approved by the

planning commission and city council. Said open space guarantees may include the following:

1. The city may require the developer to furnish and record protective covenants which will guarantee the retention of the open land area, or the city may require the creation of a corporation granting beneficial rights to the open space to all owners or occupants of land within the development.
2. The developer shall be required to develop and provide for the maintenance of all open space, unless part of or all of it is contiguous to and is made a part of an existing park, and the city accepts dedication and approves the annexation of the property to said park.
3. In the case of private reservation, the open space to be reserved shall be protected against building development by conveying to the city as part of the condition of project approval, an open space easement over such open areas, restricting the area against any future building or use.
4. The care and maintenance of the area within such open space reservation shall be ensured by the developer by establishing a private association or corporation responsible for such maintenance which shall levy the cost thereof as an assessment on the property owners within the SDP development. Ownership and tax liability of private open space reservations shall be established in a manner acceptable to the city and made a part of the conditions of the final plan approval.
5. Maintenance of open space reservations shall be managed by person, partnership, or corporate entity in which there is adequate expertise and experience in property management to assure that said maintenance is accomplished efficiently and at a high standard of quality.
6. Minor changes in the location, siting, and height of buildings and structures may be authorized by the planning commission and city council without additional public hearings if required by engineering or other circumstances not foreseen at the time the final plan was approved. No change authorized by this subsection may cause any of the following:
 - a. A change in the use or character of the development;
 - b. An increase in overall coverage of structures;
 - c. An increase in the intensity of use;
 - d. An increase in the problems of traffic circulation and public utilities;
 - e. A reduction in approved open space;
 - f. A reduction of off street parking and loading space;
 - g. A reduction in required pavement widths.
7. All other changes in use, or rearrangement of lots, blocks, and building tracts, or any changes in the provision of common open spaces and changes other than listed above, must be made by the city council after report of the planning director and recommendation

by the planning commission.

- B. In order to ensure that the SDP development will be constructed to completion in an acceptable manner, the applicant shall post a performance bond in compliance with city bonding policy.
- C. The applicant of any SDP development which is being developed as a condominium project under the provisions of the condominium ownership act of Utah, or subsequent amendments thereto, shall, prior to the conveyance of any unit, submit to the planning commission and city council, a declaration of covenants, conditions, and restrictions relating to the project, which shall become part of the final development plan and shall be recorded to run with the land. Said covenants, conditions, and restrictions shall include management policies which shall set forth the quality of maintenance that will be performed and who is to be responsible for said maintenance within said condominium development. Said document shall, as a minimum, contain the following:
1. The establishment of a private association or corporation responsible for all maintenance, which shall levy the cost thereof as an assessment to each unit owner within the condominium development.
 2. The establishment of a management committee, with provisions setting forth the number of persons constituting the committee, the method of selection, and the powers and duties of said committee; and including the person, partnership, or corporation with property management expertise and experience who shall be designated to manage the maintenance of the common areas and facilities in an efficient and quality manner.
 3. The method of calling a meeting of the members of the corporation or association with the members thereof that will constitute a quorum authorized to transact business.
 4. The method for maintenance, repair, and replacement of common areas and facilities, and distribution of costs thereof.
 5. The method for maintenance of all private driveways, alleys, and private utilities and acknowledgment that such maintenance is the responsibility of the homeowners' corporation or association.
 6. The manner of collection from unit owners for their share of common expenses, and the method of assessment.
 7. Provisions as to percentage of votes by unit owners which shall be necessary to determine whether to rebuild, repair, restore, or sell property in the event of damage or destruction of all or part of the project.
 8. The method and procedure by which the declaration may be amended: The declaration required herein, any amendment, and any instrument affecting the property or any unit therein shall be approved by the planning commission and city council, and recorded with the county recorder. Neither the declaration nor any amendment thereto shall be valid until approved and recorded. Said declaration and amendments thereto shall be maintained as part of the project plan for the performance development.

D. In case of failure or neglect to comply with any and all of the conditions and regulations herein established, and as specifically made applicable to a performance development, the planning director shall not issue a certificate of zoning compliance therefor. Such failure or neglect shall be cause for termination of the approval of the project. Such failure or neglect to comply with the requirements and to maintain the buildings and premises in accordance with the conditions or approval thereafter shall also be deemed to be a violation of this chapter. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.180: DEVELOPMENT AGREEMENT REQUIRED:

Prior to the rezone hearing before the city council for the SDP zone, the applicant shall provide a detailed development agreement that details the entire project, the total amount of units or lots, the amounts of open spaces and landscaped areas, and any other amenities that the applicant is willing to proffer as part of the development. Said development agreement will also incorporate any changes made by the planning commission. Accompanying the final development agreement shall be the correct legal description of the property, a planning commission approved copy of the preliminary plan or plat, as well as any proposed architectural elevations of homes or buildings. At the request of the city council, other language may be required in the development agreement to assure the city that the plans will match the final product built. Said agreement shall be recorded with the Utah County recorder's office, and will be attached to the title of the property to inform future or prospective property buyers of the requirements of developing the property under the SDP zone designation. Any renegotiation of the development agreement may only occur when the applicant or owner of the property petitions the city to amend the SDP plan for the property as per the requirements of this title. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)

18.56.190: FINAL APPROVALS, PHASING AND BONDING:

Once a proposed project has received the zone change and concept plan approval, each phase of the project shall be required to obtain final plat approval. No parcel of property within an approved SDP project shall be developed, and no building permits shall be issued until the final plat is approved for each phase. Plats without recorded lots, but containing pad sites, shall be required to submit a condominium plat as required by this code. Each submittal for final plat shall also include the following submittals for approval by the city council upon recommendation from the planning commission:

A. Submittals: Submittal of a final plat for each phase in accordance with chapter 17.04 of this code, as well as associated application fees.

B. Architectural Review: Architectural elevations for all dwellings, homes or buildings associated with each phase to include the following minimum information:

1. Proposed building materials for all exteriors, including roofing materials.

2. Proposed colors and a proposed overall color scheme for the phases.

3. Phases containing ten (10) or less lots or pad site homes shall be required to submit no less than three (3) uniquely different exterior home designs. Phases containing more than ten (10) lots or pad site homes shall be required to submit no less than five (5) uniquely different exterior home designs. In no case shall an alike home be located next to or across

the street from another like exterior home. Attached units with three (3) or more dwelling units shall be exempt from this requirement upon approval by the city council.

C. Phasing: If the project is done in phases, no remnant parcels shall be created. Any land not proposed for development shall be designated and platted as open space. Furthermore, each phase adjacent to any dedicated open space areas, including parks, walking paths or otherwise, as shown on the approved concept plan shall be included with the proposed phase. Upon approval by the city council, a portion of the required open space may be dedicated with each phase. The city council, at their discretion, may require the dedication of open space equal to thirty five percent (35%) of the total land area in each phase to ensure the proper dedication of the required open space in case of default.

1. Each phase of the project shall only proceed by application after the minimum of forty percent (40%) of building permits are issued within the prior phase.

D. Bonding: A performance guarantee bond pursuant to the requirements in chapter 17.20 of this code shall also be submitted with each phase. Bonding shall include all required development improvements, street trees, and all landscaping for any required parks and open spaces as shown or required in each phase. (Ord. 2003-21, 10-15-2003, eff. 11-13-2003)