

City Council Staff Report

June 15, 2016

Applicant: DR Horton**Location:** 800 S Slant Rd**Prepared by:** Sean Conroy,

Community Development

Director

Public Hearing: No**Zone:** R-2**Attachments:**

1. Resolution & Development Agreement.
2. Standard Findings.
3. Project Plans.
4. DRC Comments.

REQUEST

Consideration of a Resolution approving the Preliminary Plat for the Mapleton Grove subdivision consisting of 210 lots, the Final Plat for Plat “A” consisting of 74 of the 210 lots and a development agreement for the project.

BACKGROUND AND PROJECT DESCRIPTION

The subject property is approximately 100 acres in size located at 800 South Slant Road, just west of Maple Ridge elementary school. On June 2, 2016 the City Council approved the annexation of the property and approved a concept plan for 210 lots with a six-acre park that would be dedicated to the City. The Council continued review of the proposed development agreement with a request for more information regarding what amenities were going to be included in each phase of the proposed park.

The applicant is now requesting approval of the following:

- A development agreement;
- Preliminary plat approval for 210 lots;
- Final plat approval for Plat “A” consisting of 74 lots;
- Plat “A” will include phase 1 of a park that will include sod, trees, sprinklers, grass, soccer goals, a perimeter trail, and temporary parking.
- The second phase of the park will include an additional soccer field, two pickle ball courts, a restroom, a tot lot, the remainder of the perimeter trail and the final paved parking.

These requests are consistent with the concept plan approved by the City Council on June 1, 2016.

EVALUATION

General Plan and Zoning: The General Plan designation for this property is High Density Residential. This designation typically allows densities of 3-4 units per acre, with the potential for higher densities with the use of TDRs. The density of the proposed subdivision is approximately 2.25 units per acre with lot sizes ranging from 10,000 square feet to 32,000 square feet. The proposed development plan is less intense than envisioned by the General Plan.

The zoning for this property is Residential (R-2). This zone requires a minimum lot size of 10,000 square feet with a minimum frontage of 80 feet. The project complies with these requirements.

Subdivision Review Criteria: MCC Chapter 17.04.050.B outlines the review standards that shall be used by the City in making its determination. These standards are shown in attachment “2”. The proposed project complies with these standards.

Road Design: The Transportation Master Plan encourages development to have proper access and circulation and to provide stub streets in logical locations. Road improvements are proposed along Slant Road and two stub streets are proposed to the property to the north west. The project is consistent with the Transportation Plan.

Development Agreement/Park Improvements: The City Council reviewed the proposed development agreement on June 1, 2016. The Council continued the item with a request for more information regarding what amenities would be included in the park. Exhibit “C” of the development agreement (pg. 23-24) now includes the site plan of the park as well as a breakdown of what amenities will be included in each phase and a cost estimate.

STAFF RECCOMENDATION

Adopt the attached Resolution with the following conditions:

SPECIAL CONDITIONS

1. The final annexation plat shall be recorded with the Utah County Recorder prior to recording Plat “A” of the subdivision.
2. All outstanding issues identified in the DRC comments dated 5/18/16 shall be addressed prior to plat recording.

RESOLUTION NO. 2016-

A RESOLUTION APPROVING THE PRELIMINARY PLAT FOR THE MAPLETON GROVE SUBDIVISION CONSISTING OF 210 LOTS, THE FINAL PLAT FOR PLAT "A" CONSISTING OF 72 OF THE 210 LOTS AND A DEVELOPMENT AGREEMENT FOR THE PROJECT

WHEREAS, title 17 of the Mapleton City Code (MCC) outlines the process and requirements for subdivision approval; and

WHEREAS, the proposed project complies with title 17 of the MCC as outlined in the findings for decision attached to the City Council Staff Report; and

WHEREAS, the project complies with the R-2 zoning district standards and is consistent with the Land Use Plan and the Transportation Master Plan; and

WHEREAS, the Planning Commission has reviewed this project and has recommended approval to the City Council; and

WHEREAS, the project is consistent with the concept plan approved by the City Council as part of the ordinance to annex the property on June 1, 2016.

NOW THEREFORE, BE IT RESOLVED by the City Council of Mapleton, Utah, to approve the Preliminary Plat for the Mapleton Grove subdivision consisting of 210 lots, Final Plat for Plat "A" consisting of 72 lots with the findings and conditions as outlined in the staff report dated June 15, 2016 and approval of the development agreement included as Exhibit "A".

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF MAPLETON, UTAH,

This 15th Day of June, 2016.

Brian Wall
Mayor

ATTEST:

Camille Brown
City Recorder
Publication Date:
Effective Date:

Exhibit "A"

**ANNEXATION AND DEVELOPMENT AGREEMENT
MAPLETON GROVE**

a Residential Community

MAPLETON GROVE ANNEXATION AND DEVELOPMENT AGREEMENT

D.R. Horton, Inc., a Delaware corporation (“**Developer**”) and Mapleton City Corporation, a Utah Municipal Corporation (“**the City**”) hereby make and enter into this Annexation and Development Agreement (“**the Agreement**”) this ____ day of _____, 2016, in connection with and to govern the annexation and development of certain property owned or controlled by Developer and that is more particularly described hereafter.

RECITALS

A. WHEREAS Developer desires to annex real property owned or controlled by Developer into the City’s boundaries that is currently located in the unincorporated County and is located generally at 800 South and Slant Road in Utah County, Utah, and which is legally described in Exhibit A (“**Property**”) attached hereto and made a part of this Agreement;

B. WHEREAS the Developer and the City have entered into negotiation to outline certain conditions and terms for development under which Developer would like to petition for annexation;

C. WHEREAS the Parties intend to enter into this Agreement to allow Developer and the City to agree on issues considered essential to the annexation, and this process will lead to development of the property into an attractive residential community to be commonly known as "Mapleton Grove" (the “**Project**”) that functions in a way that will add quality of life to future residents while allowing the City to provide municipal services in a cost effective and efficient manner and that is in harmony with and intended to promote the City’s Comprehensive General Plan, applicable zoning ordinances, and the construction and development standards of the City and allow the Developer to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below;

E. WHEREAS development of the Project pursuant to this Agreement is acknowledged by the parties to be generally consistent with the Act, and the Code and to operate to the benefit of the City, Developer, and the general public;

F. WHEREAS approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by the City’s ordinances, and Developer expressly acknowledges that nothing in this Agreement shall be deemed to relieve Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space,

and related land use plans, policies, ordinances, and regulations after the date of this Agreement as allowed by applicable Utah law;

G. WHEREAS acting pursuant to its legislative authority under Utah Code Ann. § 10-9a-101, et seq., and after all required public notice and execution of this Agreement by Developer, the City Council of the City, in exercising its legislative discretion, has determined that entering into this Agreement generally furthers the purposes of the Utah Municipal Land Development and Management Act (the "**Act**"), the City's General Plan, and 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 hereunder in accordance with the provisions of this Agreement;

H WHEREAS the Developer, in compliance with Utah law and its governing documents, has authorized the undersigned to execute this Agreement;

I. WHEREAS the Parties intend to take all steps necessary to finalize the annexation of the property and to develop the Project according to this Agreement;

J. WHEREAS Developer and the City have cooperated in the preparation of this Agreement;

K. WHEREAS the Developer, in compliance with Utah law and its governing documents, has authorized the undersigned to execute this Agreement; and

L. WHEREAS the City has approved a Concept Plan for the Project ("**Project Concept Plan**"), attached as Exhibit B and incorporated herein by reference,

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, the City and Developer hereby agree as follows:

SECTION I – DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the City's Zoning Ordinance in effect on the date a complete application is received by the City. Certain other terms and phrases are referenced below. In the event of a conflict between two or more definitions, that definition which provides the most restrictive development latitude shall prevail.

SECTION II – SPECIFIC TERMS AND CONDITIONS

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 after 15 years or when each party has fulfilled its commitments as outlined in this Agreement and certificates of occupancy

have been issued for all approved and fully-constructed residential dwellings in the Project, whichever occurs first. An extension may be granted if both parties agree in writing to the extension.

2. 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.

3. Zoning Classification – Allowed Uses. Subject to the recitals and terms of this Agreement, the zoning classification on the Property shall be R-2 with minimum lot sizes of 10,000 square feet and 80 feet of frontage. The Property is comprised of approximately 100 acres. The Project shall be constructed in a manner consistent with the R-2 Zone as adopted in the Mapleton City Code and shall consist of a maximum of 210 residential units as shown on the approved Project Concept Plan (see Exhibit B).

4. Project Amenities.

A. Neighborhood Park: Developer shall develop a park that will be approximately 6.15 acres in size at completion, and shall be dedicated to, and maintained by, the City. The park design and amenities shall be consistent with the Park Concept Plan described in Exhibit “C” hereto. Developer shall not be required to construct, install, or pay for any park amenities or facilities except for the items described in Exhibit “C” hereto. The City, however, may pay for additional amenities or facilities if the City desires the same. In addition, if the City desires a separate construction agreement for the park improvements, the Agreement shall not conflict with any of the provisions of this Agreement, and it shall not require Developer to post any completion bonds or assurances. The parties agree that the funding mechanisms described in Sections 4B through 4D below provide sufficient protection and assurance for completion of the park improvements.

B. Park Impact Fee Credits. In exchange for the construction and dedication of the park, the City shall provide Developer with credits against park impact fees (in the manner set forth in Sections 4B – 4D below) in an amount equal to the actual costs incurred by Developer to construct the park improvements, presently estimated to be \$635,500 as reflected in Exhibit “C” hereto, as well as the land value of 4.86 acres, which represents that portion of the park land that will be dedicated to the City and will not be used for the Project’s storm drainage system. The parties have agreed on a land value of \$80,000 per acre, resulting in park impact fee credits of \$388,800 for Developer’s dedication of the park land. Hence, the total amount of park impact fee credits for this Project (park improvements and park land) will be the sum of \$635,500 (or the

actual amount of the park improvement costs if the actual amount differs from the estimate) plus \$388,800 for the park land, for a total estimated park impact fee credit of \$1,024,300 (the “**Total Park Impact Fee Credit**”).

C. Construction of Park Improvements; Use of Impact Fee Credit: The park shall be constructed in two phases as described in Exhibit “C”. Each phase shall be dedicated to the City with the recording of the plat for each phase. As building permits are issued for dwelling units in the Project, Developer will pay the standard park impact fees to the City (\$5,549 per dwelling), but all such park impact fee payments will be held in a designated park escrow account with the City. When Developer has paid sufficient funds into the designated account to pay for the first phase of the park improvements, Developer will construct the first phase of the park improvements and pay for the costs thereof from the funds in the designated account. Developer shall not be required to construct the park improvements unless and until sufficient funds are available in the designated account to pay for the same. Similarly, the second phase of the park improvements will be constructed by Developer when the designated account has sufficient funds to pay for the costs of such improvements. The City shall not use the funds in the designated account for any other purpose or project. Developer shall not be required to pay more park impact fees into the designated account than the total of the actual costs of the park improvements. If Developer fails to full its obligations to construct the park, the City may transfer the park impact fees from the designated park escrow account into its standard park and recreation impact fee account. The plat for phase three of the project shall not be recorded until the phase one park improvements have been completed.

D. Use of Remaining Impact Fee Credits. When the park improvements have been completed and the actual costs of the park improvements have been calculated (the “**Actual Improvement Amount**”), the Actual Improvement Amount shall be subtracted from the Total Park Impact Fee Credit (defined in Section 4B above) to determine the amount of the remaining park impact fee credit for this Project (the “**Remaining Credit**”). As additional building permits are issued for dwellings in this Project, Developer shall not be required to pay park impact fees; rather, each time a building permit is issued to Developer for a dwelling in this Project, the amount of the Remaining Credit shall be reduced by \$5,549 until the Remaining Credit has been applied and used in full. The following illustration is provided as an example to clarify the intent and application of these provisions:

- (i) If the Total Park Impact Fee Credit is \$1,024,300 and the Actual Improvement Amount is \$635,500, then the Remaining Credit would be \$388,800. Said amount (\$388,800) would be applied as a waiver of park impact fee credits for approximately 70 of the building permits issued by the City (70 permits at \$5,549 per permit totals \$388,800);

(ii) Assuming the Project is comprised of 210 dwellings at final build-out, the total park impact fees that would have otherwise been paid for this Project would be \$1,165,290 (i.e., 210 multiplied by \$5,549 is \$1,165,290). Developer would have paid \$635,500 into the designated account (which funds would have been used to pay for the park improvements); and Developer would have used the Remaining Credit of \$388,800 to satisfy park impact fees for 70 dwellings in the Project.

(iii) After paying for the park improvements and using all of the Remaining Credit, there would still be approximately 25 dwelling units in the Project for which Developer would have to pay park impact fees of \$140,990 (25 units at \$5,549 per unit).

5. Compliance with City Requirements and Standards. All applicable provisions of the Mapleton City Code and Utah Code §10-9a, as constituted on the effective date of this Agreement shall be applicable to the Project 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. Developer expressly acknowledges that except as expressly provided in this Agreement, nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the Project, or any other portion of the property involved in the Project, in effect at the time of developmental approval, or re-approval in the event of expiration, including the payment of unpaid fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies, and procedures of the City.

6. Vested Rights. Following annexation and re-zoning as described herein, Developer shall have the vested right to develop and construct the Project on the Property in accordance with the R-2 Zone and the Concept Plan subject to compliance with the terms and conditions of this Agreement and other applicable City Laws as more fully set forth in this Agreement, including, without limitation, the right to construct up to 210 single-family residential dwellings. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. The parties specifically intend that this Agreement grants to Developer “vested rights” as that term is defined in Utah’s statutory code and construed in Utah’s common law. The Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

A. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

B. Compliance with State and Federal Laws. Future laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project;

C. Safety Code Updates. Future laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare.

D. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

E. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

7. Infrastructure. The Developer expressly acknowledges and agrees to the requirement to install all necessary infrastructure as stated in Mapleton City Code Chapter 17.16, at their own expense, and further acknowledges and agrees, as a condition precedent to the City's issuance of a building permit or approval of a subdivision application, to pay all applicable fees associated with connection to water, sewer, storm drainage, and/or any pressurized irrigation water facilities, in addition to any other connection fees that may apply. The City provides or is soon to provide the following utilities, which need to be brought to the property by the Developer, at no cost to the City, in order to develop the Property: culinary water; sewer; and pressurized irrigation. Developer shall design, build, and dedicate to the City adequate delivery systems for each of these utilities according to the City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Project as a condition of development. All facilities necessary to provide adequate utility services installed within the Project, upon formal acceptance by the City through a recorded dedication deed, shall be owned, operated, and maintained by the City. Developer or its successors or assigns shall be responsible for such infrastructure until such time as the City accepts the improvements in the manner set forth herein. In the event that a third party installs any of the infrastructure described above adjacent to and/or through Developers property, Developer shall connect to this infrastructure and pay any required reimbursement fees as part of final plat approval. The Developer may tie into existing utility infrastructure provided there is adequate capacity in the infrastructure by the as determined City Engineer.

8. **Easements.** Developer shall grant to the City, at no cost to the City, all easements necessary for the operation, maintenance, and replacement of all utilities located within the Project as the City reasonably determines to be necessary.

9. **Conditions of Approval and Annexation Fees.** With respect to the development of the Project, Developer accepts and agrees to pay an annexation fee for each Equivalent Residential Unit (ERU) proposed as part of the Project. The annexation fee shall be equal to the most recently adopted City residential impact fees, but reduced by the park impact fee credits set forth in Section 4B above, and shall be paid in the same manner (i.e. water and sewer portion due at plat recoding and public safety, pressurized irrigation and recreation due at building permit). No additional impact fees shall be charged. For clarification, water and sewer fees will be paid at the time of plat recordation, on a phase-by-phase basis. Park, pressurized irrigation, and public safety fees will be paid in connection with the issuance of building permits (less the credits received for the park land and park improvements under Sections 4A – 4D above).

Petitioner acknowledges that the development requires infrastructure supported by annexation fees and finds the fees currently imposed to be a reasonably monetary expression of exaction that would otherwise be required. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

10. **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of the City to enact ordinances, standards, or rules regulating development or zoning. Nothing herein shall be construed to limit the ability of the City Council to exercise its police powers to enact zoning ordinances, some of which may affect the Project, so long as Developer's vested rights, as set forth in this Agreement, are honored to the fullest extent allowed by applicable law.

11. **Subdivision Plat Approval.** Either concurrently with, or subsequent to, approval of the annexation petition, 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. The Project may be platted and developed in phases.

- A. Installation of Subdivision Improvements: No subdivision plat shall be recorded until either:
 - (1) The required improvements have been completed in accordance with Mapleton City Code Chapter 17.16.010; or
 - (2) A performance guarantee and a durability bond have been submitted in accordance with Mapleton City Code Chapter 17.20.

12. Standard for Approval of Subdivision Plats. All subdivision plats must be approved in accordance with Mapleton City Code Chapter 17 and must conform to applicable requirements of the Mapleton City Code, State and Federal Law, and this Agreement. The City acknowledges that certain portions of the project need to be contoured with mass grading in order to allow the development of the Project in compliance with the Project Concept Plan and that the City will approve this contouring in compliance with Project Concept Plan as a part of the subdivision approval process.

13. Satisfaction of Water Rights Requirements. Developer agrees that prior to approval of a final plat for any parcel of property that is included in the Project, the owner of the subject parcel shall either dedicate water rights to the City, as specified by, or as determined in accordance with the provisions of the City Code or other applicable law. The City shall not be required to approve any plat, until such requirements are fully satisfied.

14. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any Project improvement on the Property until such time as subdivision plat or plats have been approved by City in accordance with the terms and conditions of this Agreement; provided, however, that this provision shall not be construed to impair Developer's statutory right to construct improvements prior to recording the approved subdivision plat(s).

15. Construction Mitigation. Developer shall provide the following measures, all to the reasonable satisfaction of the City, to mitigate the impact of any construction within the Project. Developer shall also adhere to existing construction impact mitigation measures required by the City Code. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for development of any final plat:

- A. Limits on disturbance, vegetation protection, and the re-vegetation plan for all construction, including construction of public improvements;
- B. Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.

16. Project Phasing and Timing. Upon approval of a Subdivision Plat or Plats, Developer shall proceed by constructing the entire Project at one time or in a minimum of two (2) approved phases.

17. Changes to Project. No material modifications to Subdivision Plats shall be made after approval by City without City 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) increases the number of lots in a subdivision plat, or (ii) substantially changes the location of public roads. Modifications to the Subdivision Plat which do not constitute material

modifications may be made without the consent of City Council prior to plat recording. 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.

18. **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.

19. **Public Improvements; Proportionality Assessments.** For the purpose of avoiding unlawful exactions, all improvements that are constructed by Developer and are intended to be dedicated to, and accepted by, the City shall be governed by the following standards regarding payment and reimbursement:

a. All on-site utilities and improvements that are not “system improvements” will be paid for by Developer without any rights of reimbursement. For purposes of this Agreement, the term "system improvements" shall mean and include improvements that are the subject of an impact fee facility plan, and any other improvement that is designed to provide service or capacity in excess of the minimum requirements necessary for this Project (i.e., designed to provide service or capacity to more than just this Project).

b. All internal roadways within the project shall be paid for by Developer without any rights of reimbursement.

c. To the extent the City requires Developer to construct any system improvements (such as, without limitation, culinary waterlines or sewer lines with capacity in excess of what is required to provide service to the Project), the City shall be responsible to pay the incremental costs of the oversized improvements (e.g., all amounts in excess of what the Developer would pay to construct improvements with capacity sufficient only for the Property) in accordance with applicable State law.

d. Prior to the construction of any system improvements, Developer and City shall enter into a reimbursement agreement addressing the amount, method and timing for the City to reimburse Developer for the City's portion of the expenses for the system improvements. To the extent necessary, the City shall amend its Impact Fee Facilities Plans (the "IFFPs") to incorporate such system improvements as part of a funding plan if the improvements are not already the subject of the City's IFFPs. The term of each reimbursement agreement shall be set forth in the reimbursement agreement, and Developer's rights of reimbursement thereunder shall survive any termination or expiration of this Agreement. Developer shall not be required to construct any system

improvements without a mutually-acceptable reimbursement agreement in place for such system improvements or mutually-acceptable impact fee credits. Reimbursements and impact fee credits shall be based on actual costs incurred for the subject system improvements, not on estimates or bids. If the parties cannot agree on the terms of a reimbursement agreement, Developer shall be allowed to proceed with construction of "project" sized improvements (i.e., minimum improvements necessary for this Project only) so that the Project will not be delayed.

The provisions of this Section 19 shall be interpreted and administered in compliance with the standards for lawful exactions as set forth in Utah Code Ann. §10-9a-508 and applicable Utah case law. The determinations of the size and design of improvements to be constructed, cost-sharing, or reimbursement for the same, and applicability of the standards described in this Section 19, shall be made on a plat-by-plat basis at the time of plat approval.

20. 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.

21. Later Acquired Property. If Developer acquires any additional property contiguous to the subject Property, the newly acquired property will not be part of this Agreement unless and until an amended Agreement is approved by the City Council.

22. Default.

A. Events of Default. Upon the happening of one or more of the following events or conditions Developer or City, as applicable, shall be in default ("Default") under this Agreement:

- (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 therefore, 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.

- D. 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. The option to institute legal action, at least in the case of defaults, is available only after the cure provisions are complied with.

Section III – GENERAL TERMS AND CONDITIONS

1. Scope of Agreement. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with local, state, and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with local, state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with local, state, or federal law, as the case may be, and the balance of this Agreement shall remain in full force and effect.

2. Recording of Agreement. In the event City approves the Project and all Conditions Precedent have been met, the provisions of this Agreement shall constitute real covenants, contracts and property rights, and equitable servitudes which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. 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. The City or Developer may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

3. Transfer/Assignment of Property.

- A. General. The Developer shall have the right, with the City's written consent, to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below.
- B. Consent. The City may not unreasonably withhold its consent to such an assignment.
- C. Notice. Developer shall provide written notice acknowledged by the City of any proposed or completed assignment or transfer. In

the event the City does not object in writing within thirty (30) days of receipt of said written notice, the City shall be deemed to have approved of and consented to the assignment.

- D. Rights and Obligations. In the event of an assignment, the transferee shall succeed to all of Developer's rights and obligations under this Agreement. Notwithstanding, Developer selling or conveying individual lots or parcels of land to builders, individuals, or other developers shall not be deemed to be an assignment subject to the above requirement for approval unless specifically designated as an assignment by Developer.
- E. Related Party Transfer. Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the City unless specifically designated as such an assignment by the Developer.
- F. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities then the assignee shall be responsible for the performance of each of the obligations contained in this this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

4. Severability. If any paragraph of this Agreement, or portion thereof, is declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will not be affected and each paragraph of this Agreement will be valid and enforceable to the fullest extent permitted by law.

5. 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.

6. 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. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

7. 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.

8. 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.

9. 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.

10. 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.

11. Attorneys Fees. If either party commences any litigation whatsoever, including but not limited to insolvency, bankruptcy, arbitration, declaratory relief, or other litigation proceedings, including appeals or rehearings, and whether or not an action has actually commenced, for the judicial interpretation, reformation, enforcement, or rescission of this Agreement or any addenda or attachments whatsoever, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorneys' fees and court and other costs incurred. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for the purposes of determining whether a party is entitled to recover its costs or attorneys' fees.

Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

12. 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.

13. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be in writing and 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: D.R. Horton, Inc.
Attn: John Linton
12351 S. Gateway Park Place, Suite D100
Draper, Utah 84020
Email: JBLinton@drhorton.com

With a copy to: Paxton@yorkhowell.com

To the City: Mapleton City Attorney
125 N Community Center Way
Mapleton, Utah 84664

14. 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.

15. Hold Harmless. Developer shall hold City, its officers, agents, employees, consultants, special counsel, and representatives harmless from liability for damages or equitable relief arising out of claims for personal injury or property damage arising from direct operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf, in connection with the Project.

A. The agreements of Developer in Paragraph M shall not be applicable to (1) any claim arising by reason of the negligence or intentional actions of City, or (2) attorneys' fees under Paragraph I herein.

B. 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.

16. Relationship of Parties. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. 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.

- A. Certificate of Compliance. Upon fifteen (15) business days prior written request by Developer or a Subdeveloper, the City will execute a certificate of compliance to any third party seeking to purchase all or a portion of the Property or lend funds against the same generally in the form attached as Exhibit D certifying that Developer or a Subdeveloper, as the case may be, is not in default of the terms of this Agreement.

17. 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.

18. 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.

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

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

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

22. Assignments. Neither this Agreement nor any of the provisions, terms, or conditions hereof can be assigned by the Developer to any other party, individual, or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

23. Electronic Transmission and Counterparts. Electronic transmission (including email and fax) of a signed copy of this Agreement, any addenda, and any exhibits, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but only all of which together shall constitute one instrument and execution.

[signature pages follow]

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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Signature – authorized representative

DATE

PRINTED NAME – authorized representative

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

The foregoing was duly acknowledged before me this _____ day of _____, 2016 by _____, who personally appeared before me and signed and executed the foregoing document.

Notary Public

(Notary Seal)

Mapleton City, a Utah Municipal Corporation

Mayor

Attest

City Recorder

STATE OF UTAH)
)ss.
COUNTY OF UTAH)

The foregoing was duly acknowledged before me this _____ day of
_____, 2016 by _____, who
personally appeared before me and signed and executed the foregoing document.

Notary Public

(Notary Seal)

EXHIBIT A

LEGAL DESCRIPTION FOR MAPLETON GROVE

Beginning at the North 1/4 Corner of Section 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence $S0^{\circ}03'01''E$ along the Quarter Section Line 198.00 feet; thence $N89^{\circ}40'26''E$ 8.73 feet to the Northwest Corner of Plat "A", South Hollow Estates Subdivision; thence $S0^{\circ}03'49''E$ along the West Line of said subdivision 1378.40 feet; thence along an existing fence line the following three (3) courses: $S1^{\circ}30'47''E$ 190.43 feet; thence along the arc of a 2023.54 foot radius non-tangent curve to the left (radius bears: $N83^{\circ}59'30''E$) 332.40 feet through a central angle of $9^{\circ}24'42''$ (chord: $S10^{\circ}42'51''E$ 332.02 feet); thence $S20^{\circ}11'53''E$ 83.15 feet; thence $S44^{\circ}59'53''W$ 221.56 feet; thence $N86^{\circ}59'53''E$ 56.20 feet; thence $S46^{\circ}43'53''W$ 729.67 feet to the north line of that real property described in Deed Entry No. 55884:1995 in the official records of the Utah County Recorder; thence $S66^{\circ}39'00''W$ along said north line 48.63 feet; thence $S87^{\circ}14'53''W$ 249.50 feet; thence $S43^{\circ}29'53''W$ 182.24 feet to the easterly right-of-way line of the railroad; thence along said right-of-way line the following two (2) courses: $N28^{\circ}09'34''W$ 2090.56 feet; thence along the arc of a 2221.41 foot radius curve to the right 230.98 feet through a central angle of $5^{\circ}57'27''$ (chord: $N25^{\circ}10'50''W$ 230.87 feet) to that boundary line agreement described in Deed Entry No. 53635:2014 in the official records of the Utah County Recorder; thence $N52^{\circ}00'53''E$ along said boundary line 959.15 feet to a point 4 feet perpendicularly distant West from the centerline of an existing concrete ditch; thence along a line that is 4 feet perpendicularly distant from the centerline of said existing concrete ditch the following ten (10) courses: $S17^{\circ}03'31''E$ 199.59 feet; thence $N57^{\circ}30'00''E$ 477.00 feet; thence $N53^{\circ}00'00''E$ 138.00 feet; thence $N58^{\circ}30'00''E$ 236.95 feet; thence $N54^{\circ}04'00''E$ 125.18 feet; thence $N53^{\circ}26'42''E$ 157.31 feet; thence $N50^{\circ}57'47''E$ 102.95 feet; thence $N49^{\circ}33'41''E$ 165.62 feet; thence $N50^{\circ}48'36''E$ 80.34 feet; thence $N62^{\circ}44'07''E$ 2.29 feet to the Quarter Section Line; thence $S0^{\circ}32'00''E$ along the Quarter Section Line 20.67 feet; thence $N89^{\circ}40'26''E$ 681.82 feet to the northwest corner of that real property described in Deed Entry No. 32948:2015 in the official records of the Utah County Recorder; thence along said real property the following three (3) courses: $N88^{\circ}45'26''E$ 415.24 feet; thence $S0^{\circ}00'07''E$ 303.64 feet to the north line of said Section 16; thence $S89^{\circ}40'26''W$ along the Section Line 1094.22 feet to the point of beginning.

Contains: ± 100.96 Acres

EXHIBIT B Project Concept Plan

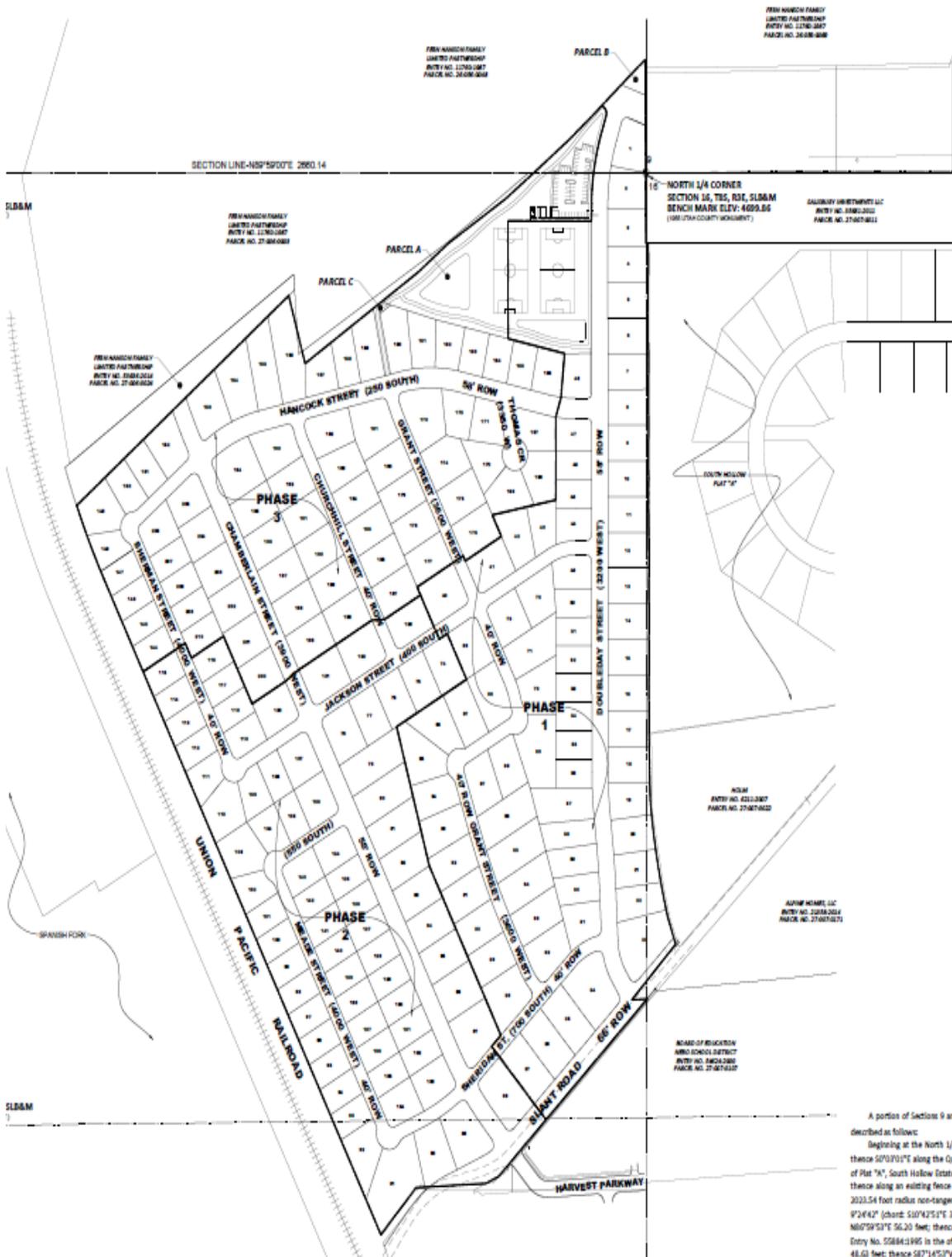


EXHIBIT C

Park Concept Plan, Amenities Plan & Cost Estimates



Phase 1	
Sod/Seeding & Sprinklers	\$135,000.00
Misc. Grading	\$10,000.00
Trees	\$10,500.00
Tot Lot	
Soccer Goals/Striping	\$7,500.00
Pickle Ball Courts--2 Ea	
Restroom Facility	
Temp Parking Lot	\$18,000.00
Asphalt Parking Lot	
Curb	
Sidewalk	
Asphalt Trail	\$12,500.00
Total	\$193,500.00
Phase 2	
Sod/Seeding & Sprinklers	\$150,000.00
Misc. Grading	\$15,000.00
Trees	\$9,500.00
Tot Lot	\$45,000.00
Soccer Goals/Striping	\$7,500.00
Pickle Ball Courts--2 Ea	\$35,000.00
Restroom Facility	\$45,000.00
Temp Parking Lot	
Asphalt Parking Lot	\$48,000.00
Curb	\$16,000.00
Sidewalk	\$8,500.00
Asphalt Trail	\$62,500.00
Total	\$442,000.00
Total for PH 1 and PH 2	\$635,500.00

EXHIBIT D

SAMPLE CERTIFICATE OF COMPLIANCE

Mapleton hereby certifies that the property identified in exhibit "A" is in compliance with the Mapleton Grove Annexation and Development Agreement recorded with the Utah County Recorder on _____.

Community Development Director

Subscribed, acknowledged and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires:

Attachment "2" Findings for Decision		
No.	Findings	
1.	The plans, documents and other submission materials (including technical reports where required) are sufficiently detailed for proper consideration.	✓
2.	The submitted plans, documents and submission materials conform to applicable city standards.	✓
3.	The proposed development conforms to city zoning ordinances and subdivision design standards.	✓
4.	There are not natural or manmade conditions existing on the site or in the vicinity of the site defined in the preliminary plan that, without remediation, would render part or all of the property unsuitable for development.	✓
5.	The project provides for safe and convenient traffic circulation and road access to adjacent properties under all weather conditions.	✓
6.	The project does not impose an undue financial burden on the City.	✓
7.	The location and arrangement of the lots, roads, easements and other elements of the subdivision contemplated by the project are consistent with the city's general street map and other applicable elements of the general plan.	✓
8.	The project plan recognizes and accommodates the existing natural conditions.	✓
9.	The public facilities, including public utility systems serving the area are adequate to serve the proposed development.	✓
10.	The project conforms to the intent of the Subdivision Ordinance as described MCC Chapter 17.01.	✓

MAPLETON GROVE PRELIMINARY PLAN MAY 2016

VICINITY MAP



LEI
A Utah Corporation
ENGINEERS
SURVEYORS
PLANNERS
3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
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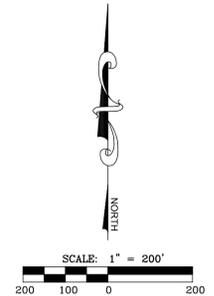


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SHEET 3	UTILITY PLAN - SOUTH	SHEET 19	GRANT P&P
SHEET 4	LOT LAYOUT - NORTH	SHEET 20	DETAILS 1
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	THOMAS/MEADE P&P		

TABULATIONS

TOTAL AREA:	93.46 ACRES
# OF UNITS:	210 BUILDING LOTS, 2 OPEN SPACE LOTS
STREET AREA:	17.07 ACRES

NOTES

- CLEARING AND GRUBBING WILL BE REQUIRED ON SITE.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MAPLETON CITY/APWA STANDARDS.
- ALL VERTICAL DATA IS BASED ON NAVD 20 DATUM.
- CONCRETE COLLARS TO BE PLACED ON ALL MANHOLES & WATER VALVES.
- ALL CULINARY WATER LINES TO BE D.I. CLASS 350 W/POLY WRAP WITH TRACE WIRE.
- ALL PI LINES TO BE C900/C905 SDR-18 PVC WITH TRACE WIRE.
- ALL SEWER LINES TO BE SDR35 PVC OR D.I. CLASS 250.
- CONTRACTOR TO FOLLOW RECOMMENDATIONS AS PER GEOTECHNICAL REPORT.
- ALL DITCH CONSTRUCTION DETAILS TO BE PROVIDED AT FINAL.
- STORM DRAIN RUNOFF TO BE COLLECTED USING A FILL & SPILL SUMP SYSTEM.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITY SIZES & ELEVATIONS PRIOR TO CONSTRUCTION.
- CENTERLINE IN PLAN & PROFILE SHEETS HAS BEEN OMITTED FOR CLARITY.
- ALL INTERIOR FENCE LINES TO BE REMOVED.
- STORM DRAIN INLETS AND DRIVEWAY TO BE COORDINATED WITH DEVELOPER AT FINAL PLAT TO ENSURE ALL CONFLICTS ARE ADDRESSED.
- IMPROVEMENTS SHALL INCLUDE CLEARING AND GRUBBING OF THE ENTIRE SITE.
- EROSION AND MAINTENANCE PLANS TO BE PROVIDED WITH EACH INDIVIDUAL PHASE.
- PARK IMPROVEMENTS INCLUDE GRADING, INSTALLATION OF SOD, DRAINAGE, PERIMETER TRAIL, AND TEMPORARY GRAVEL PARKING AREA. SEE SHEET 14 FOR MORE DETAIL.
- CONTRACTOR TO COORDINATE WITH ROCKY MOUNTAIN POWER FOR PLACEMENT OF LIGHTS & RELOCATION OF NECESSARY POWER POLES.
- GRANULAR BORROW IS REQUIRED FOR ALL FILL TRENCHES AND ROADWAYS (A-1-a, A-1-b, A-2-b, & A-3).

LEGEND

EXISTING	
WATER METER	W-M
WATER	EX-W
WATER VALVE	W-V
FIRE HYDRANT	F-H
SEWER	EX-SS
SEWER MANHOLE	S-M
STORM DRAIN	EX-SD
STORM DRAIN MANHOLE	SD-M
STORM DRAIN CURB INLET	SD-C
PI	EX-PI
PI VALVE	P-V
FENCE	X

PROPOSED

WATER	W
WATER VALVE	W-V
FIRE HYDRANT	F-H
SEWER	SS
SEWER MANHOLE	S-M
STORM DRAIN	SD
STORM DRAIN MANHOLE	SD-M
STORM DRAIN CURB INLET	SD-C
PI	PI
PI VALVE	P-V

DEVELOPER

DR HORTON
12351 S GATEWAY PARK PLACE
DRAPER, UT 84020
801-571-7101

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
(801)798-0555

OWNER

ELIZABETH HANSON
105 W SPEARFISH LN
JUPITER, FL 33477

PROJECT NAME

MAPLETON GROVE

PRELIMINARY DESCRIPTION

A portion of Sections 9 and 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian, more particularly described as follows:
Beginning at the North 1/4 Corner of Section 16, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S0°03'01"E along the Quarter Section Line 198.00 feet; thence N89°40'26"E 8.73 feet to the Northwest Corner of Plat "A", South Hollow Estates Subdivision; thence S0°03'49"E along the West Line of said subdivision 1378.40 feet; thence along an existing fence line the following three (3) courses: S1°30'47"E 190.43 feet; thence along the arc of a 2023.54 foot radius non-tangent curve to the left (radius bears: N83°59'30"E) 332.40 feet through a central angle of 9°24'42" (chord: S10°42'51"E 332.02 feet); thence S20°11'53"E 83.15 feet; thence S44°59'53"W 221.56 feet; thence N86°59'53"E 56.20 feet; thence S46°43'53"W 729.67 feet to the north line of that real property described in Deed Entry No. 55884:1995 in the official records of the Utah County Recorder; thence S66°39'00"W along said north line 48.63 feet; thence S87°14'53"W 249.50 feet; thence S43°29'53"W 182.24 feet to the easterly right-of-way line of the railroad; thence along said right-of-way line the following two (2) courses: N28°09'34"W 2090.56 feet; thence along the arc of a 2221.41 foot radius curve to the right 230.98 feet through a central angle of 5°57'27" (chord: N25°10'50"W 230.87 feet) to that boundary line agreement described in Deed Entry No. 53635:2014 in the official records of the Utah County Recorder; thence N52°00'53"E along said boundary line 959.15 feet; thence N53°00'00"E 138.00 feet; thence N58°30'00"E 236.95 feet; thence N58°30'00"E 236.95 feet; thence N54°04'00"E 125.18 feet; thence N53°26'42"E 157.31 feet; thence N50°57'47"E 102.95 feet; thence N49°33'41"E 165.62 feet; thence N50°48'36"E 80.34 feet; thence N62°44'07"E 2.29 feet to the Quarter Section Line; thence S0°32'00"E along the Quarter Section Line 20.67 feet; thence N89°40'26"E 681.82 feet to the northwest corner of that real property described in Deed Entry No. 32948:2015 in the official records of the Utah County Recorder; thence along said real property the following three (3) courses: N88°45'26"E 415.24 feet; thence S0°00'07"E 303.64 feet to the north line of said Section 16; thence S89°40'26"W along the Section Line 1094.22 feet to the point of beginning.

Contains: ±93.46 Acres



NOT FOR
CONSTRUCTION

MAPLETON GROVE
MAPLETON, UTAH
COVER

REVISIONS

1	
2	
3	
4	
5	
6	

LEI PROJECT #:
2016-003
DRAWN BY:
RWH
CHECKED BY:
NKW
SCALE:
1" = 200'
DATE:
06/02/2016

SHEET
COVER



- A Utah Corporation -
ENGINEERS
SURVEYORS
PLANNERS

3302 N. Main Street
 Spanish Fork, UT 84660
 Phone: 801.798.0555
 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com

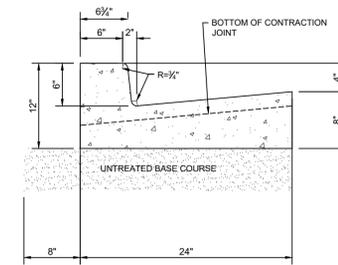
NOT FOR
 CONSTRUCTION

MAPLETON GROVE
 MAPLETON, UTAH
DETAILS 1

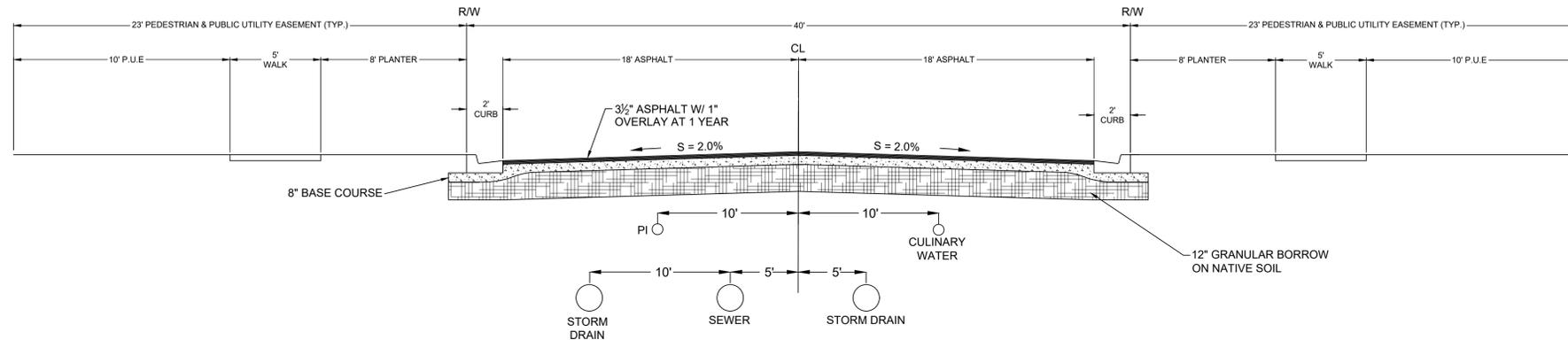
REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2016-0003
 DRAWN BY:
RWH
 CHECKED BY:
NKW
 SCALE:
N.T.S.
 DATE:
06/02/2016

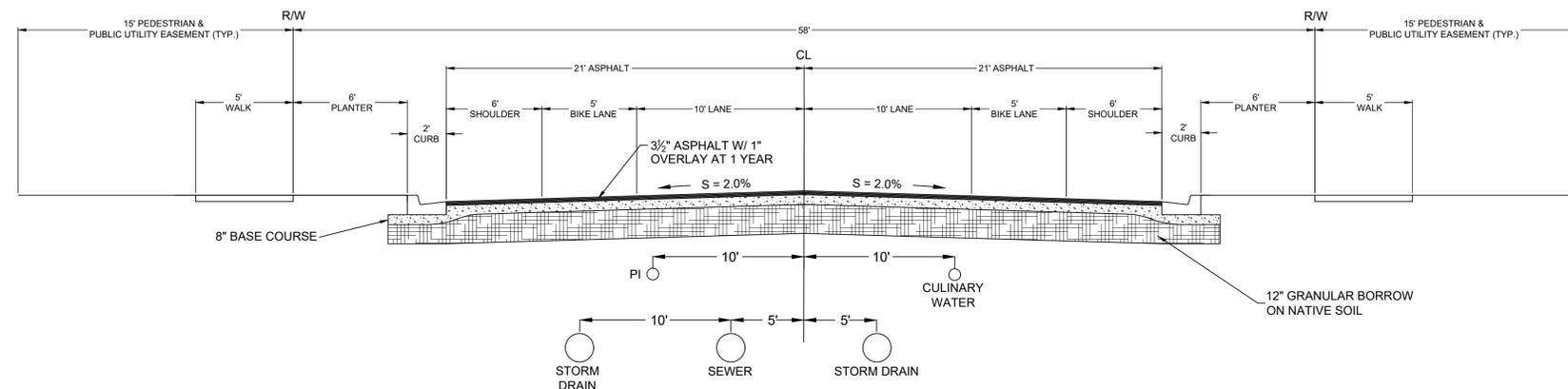
SHEET
20



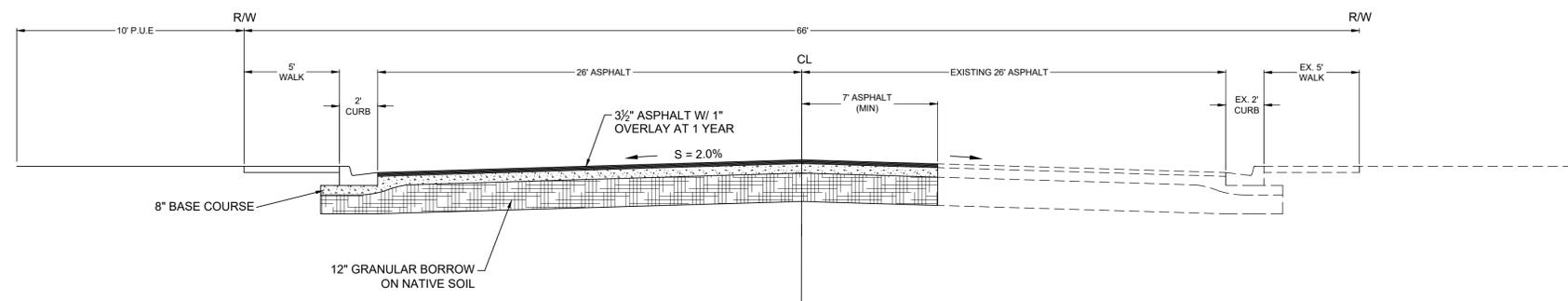
24" CURB & GUTTER



40' SECTION - ALL STREETS UNLESS NOTED OTHERWISE



58' SECTION - CHAMBERLAIN STREET, HANCOCK STREET, DOUBLEDAY STREET

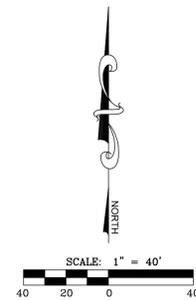


66' SECTION - SLANT ROAD



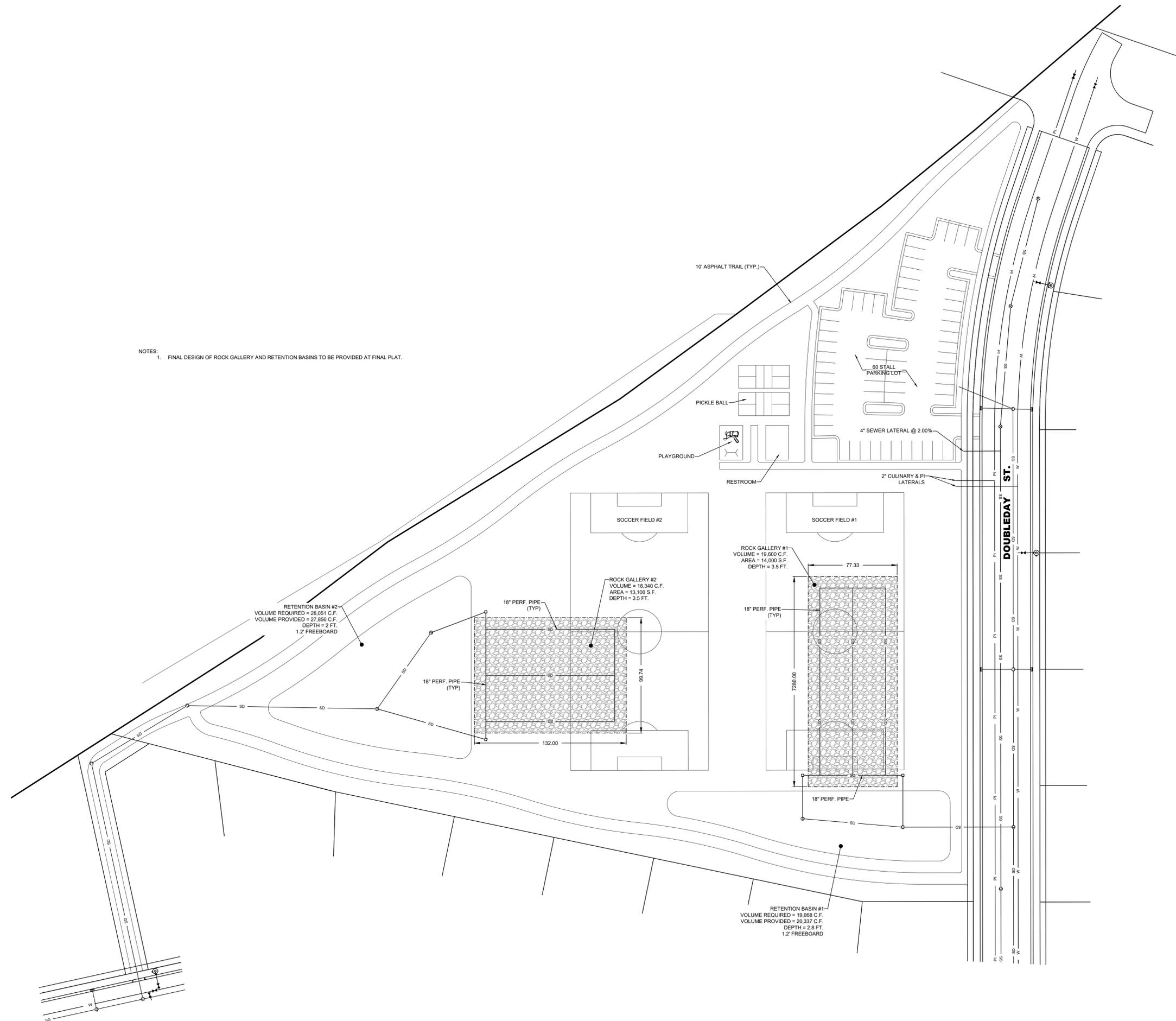
- A Utah Corporation -
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 Spanish Fork, UT 84660
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 Fax: 801.798.9393
 office@lei-eng.com
 www.lei-eng.com



NOT FOR
 CONSTRUCTION

NOTES:
 1. FINAL DESIGN OF ROCK GALLERY AND RETENTION BASINS TO BE PROVIDED AT FINAL PLAT.



MAPLETON GROVE
 MAPLETON, UTAH
DETAILS 3 - PARK

REVISIONS	
1	
2	
3	
4	
5	
6	

LEI PROJECT #:
2016-0003
 DRAWN BY:
RWH
 CHECKED BY:
NKW
 SCALE:
1" = 40'
 DATE:
06/02/2016

MAPLETON GROVE

Final PLAT A



3302 N. Main Street
Spanish Fork, UT 84660
Phone: 801.798.0555
Fax: 801.798.9393
office@lei-eng.com
www.lei-eng.com

VICINITY MAP

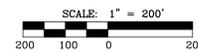
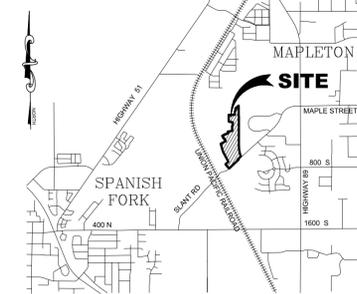


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COVER
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TABULATIONS

TOTAL AREA:	36.23 ACRES
# OF UNITS:	74 BUILDING LOTS, 2 OPEN SPACE LOTS
STREET AREA:	7.52 ACRES

NOTES

- CLEARING AND GRUBBING WILL BE REQUIRED ON SITE.
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MAPLETON CITY/APWA STANDARDS.
- ALL VERTICAL DATA IS BASED ON NGVD 29 DATUM.
- CONCRETE COLLARS TO BE PLACED ON ALL MANHOLES & WATER VALVES.
- ALL CULINARY WATER LINES TO BE D.I. CLASS 350 W/POLY WRAP WITH TRACE WIRE.
- ALL PI LINES TO BE C900/C905 SDR-18 PVC WITH TRACE WIRE.
- ALL SEWER LINES TO BE SDR35 PVC OR D.I. CLASS 250.
- CONTRACTOR TO FOLLOW RECOMMENDATIONS AS PER GEOTECHNICAL REPORT.
- DRIVEWAY APPROACHES TO BE COORDINATED WITH DEVELOPER FOR LOTS WITH STORM DRAIN INLETS TO ENSURE PROPER HOME ORIENTATION & ELIMINATE DRIVEWAY CONFLICTS.
- ALL EXISTING INTERIOR FENCES TO BE REMOVED.
- STORM DRAIN RUNOFF TO BE COLLECTED USING A FILL & SPILL SUMP SYSTEM.
- CONTRACTOR TO VERIFY ALL EXISTING UTILITY SIZES & ELEVATIONS PRIOR TO CONSTRUCTION.
- CENTERLINE IN PLAN & PROFILE SHEETS HAS BEEN OMITTED FOR CLARITY.
- PARK IMPROVEMENTS INCLUDE GRADING, INSTALLATION OF SOD, DRAINAGE, PERIMETER TRAIL, AND TEMPORARY GRAVEL PARKING AREA. SEE SHEET 14 FOR MORE DETAIL.
- IMPROVEMENTS SHALL INCLUDE CLEARING AND GRUBBING OF THE ENTIRE SITE.
- STORM DRAIN RETENTION BASIN AND UNDER GROUND ROCK GALLERY TO BE COMPLETED PRIOR TO ANY STORM DRAIN COLLECTION.
- CONTRACTOR TO COORDINATE WITH ROCKY MOUNTAIN POWER FOR PLACEMENT OF LIGHTS & RELOCATION OF NECESSARY POWER POLES.
- GRANULAR BORROW IS REQUIRED FOR ALL FILL TRENCHES AND ROADWAYS (A-1-a, A-1-b, A-2-b, & A-3).

LEGEND

EXISTING	
WATER METER	
WATER	
WATER VALVE	
FIRE HYDRANT	
SEWER	
SEWER MANHOLE	
STORM DRAIN	
STORM DRAIN MANHOLE	
STORM DRAIN CURB INLET	
PI	
PI VALVE	
FENCE	
PROPOSED	
WATER	
WATER VALVE	
FIRE HYDRANT	
SEWER	
SEWER MANHOLE	
STORM DRAIN	
STORM DRAIN MANHOLE	
STORM DRAIN CURB INLET	
PI	
PI VALVE	

DEVELOPER

DR HORTON
12351 S GATEWAY PARK PLACE
DRAPER, UT 84020
801-571-7101

OWNER

ELIZABETH HANSON
105 W SPEARFISH LN
JUPITER, FL 33477

ENGINEER

LEI CONSULTING ENGINEERS
3302 NORTH MAIN
SPANISH FORK, UTAH 84660
801-798-0555

PROJECT NAME

MAPLETON MEADOWS

NOT FOR CONSTRUCTION

MAPLETON GROVE
MAPLETON, UTAH
COVER

REVISIONS

1	
2	
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6	

LEI PROJECT #:

2016-0003

DRAWN BY:

RWH

CHECKED BY:

NKW

SCALE:

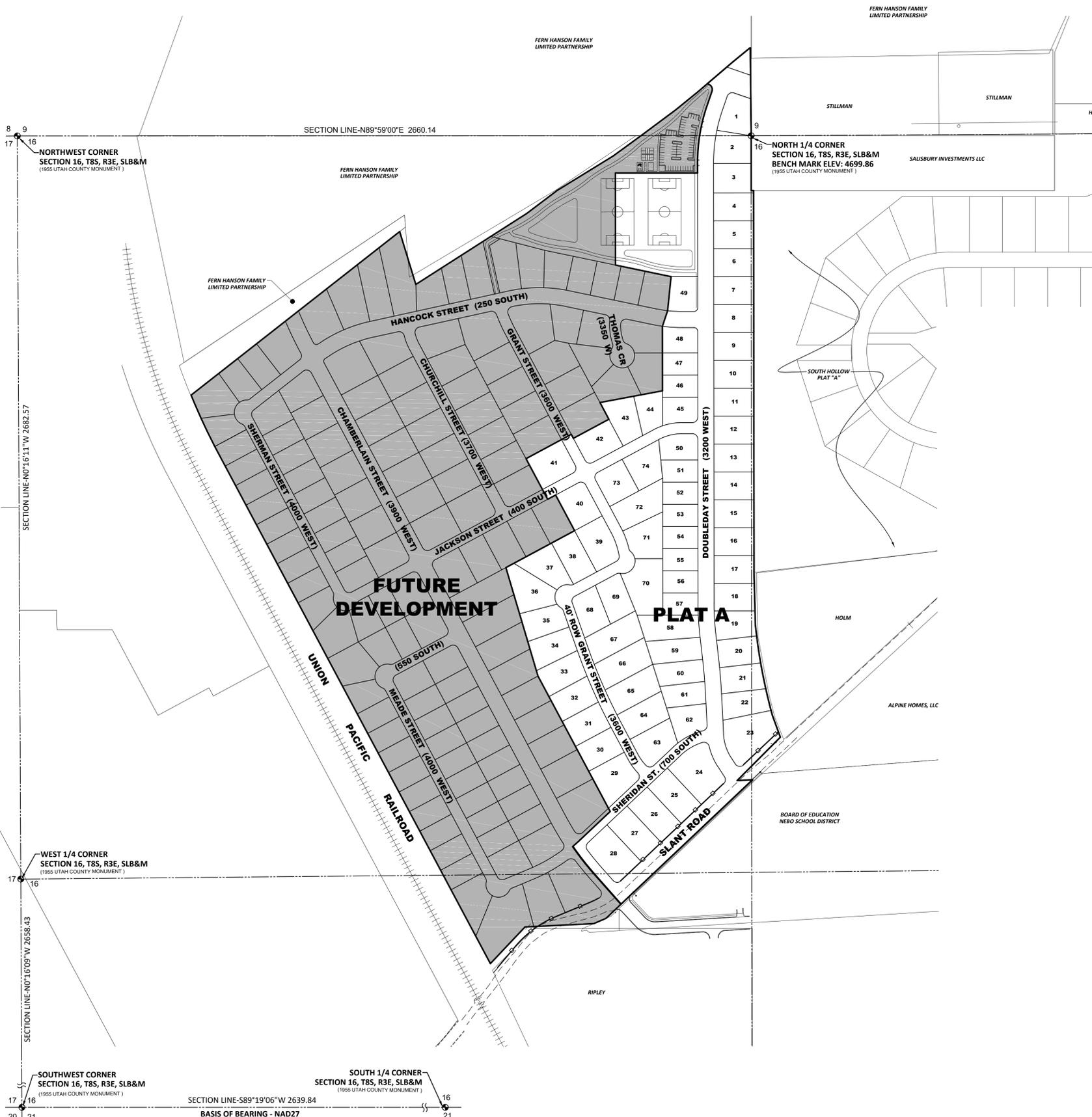
1" = 200'

DATE:

06/02/2016

SHEET

COVER



SECTION LINE-N89°59'00"E 2660.14

NORTHWEST CORNER
SECTION 16, T8S, R3E, SLB&M
(1955 UTAH COUNTY MONUMENT)

NORTH 1/4 CORNER
SECTION 16, T8S, R3E, SLB&M
BENCH MARK ELEV: 4699.86
(1955 UTAH COUNTY MONUMENT)

SECTION LINE-N0°16'11"W 2682.57

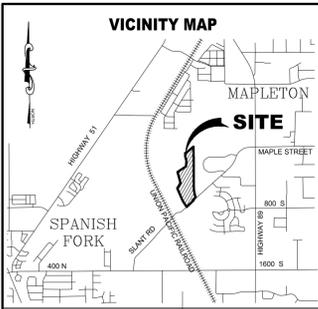
WEST 1/4 CORNER
SECTION 16, T8S, R3E, SLB&M
(1955 UTAH COUNTY MONUMENT)

SECTION LINE-N0°16'09"W 2658.43

SOUTHWEST CORNER
SECTION 16, T8S, R3E, SLB&M
(1955 UTAH COUNTY MONUMENT)

SECTION LINE-S89°19'06"W 2639.84
BASIS OF BEARING - NAD27

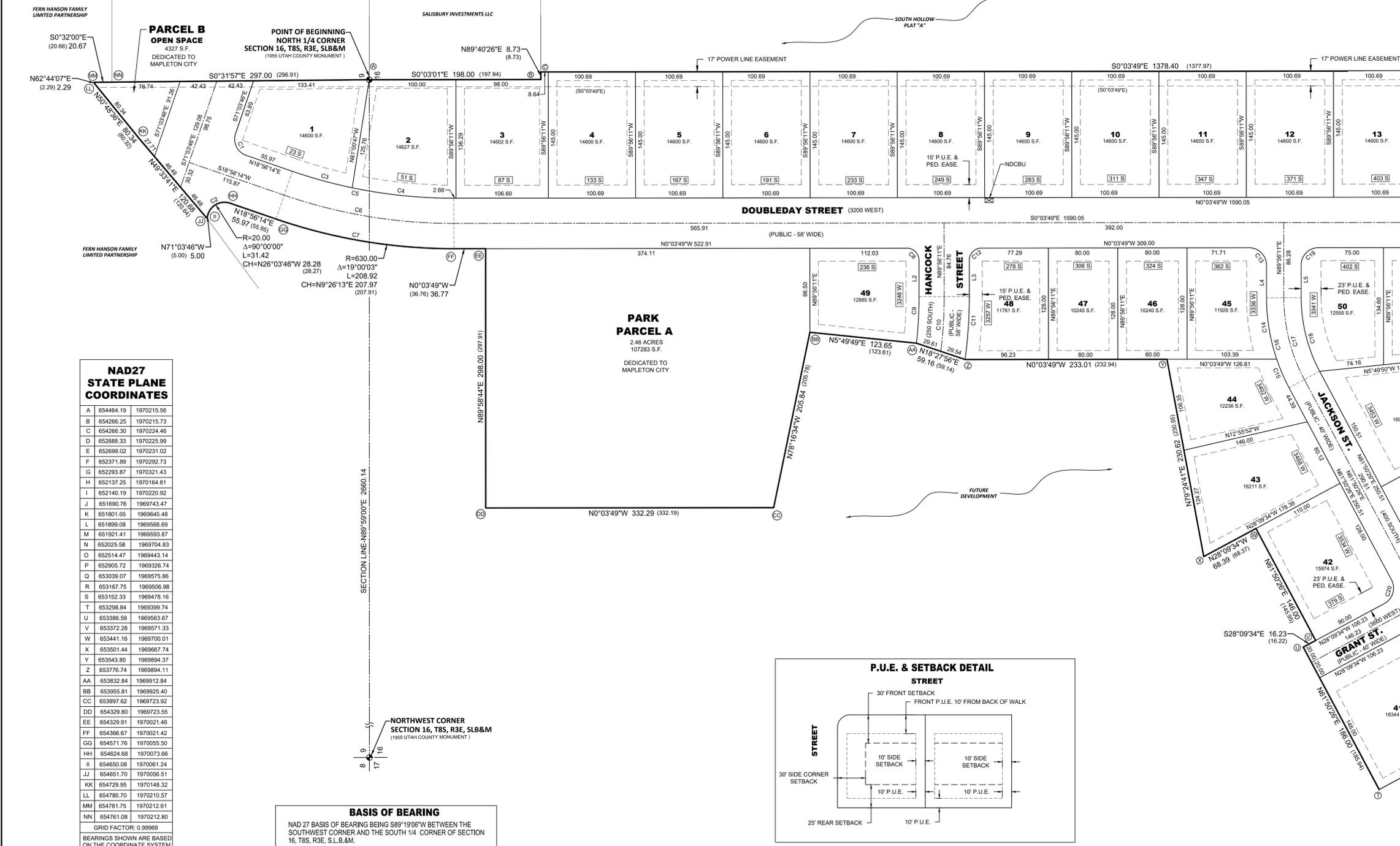
SOUTH 1/4 CORNER
SECTION 16, T8S, R3E, SLB&M
(1955 UTAH COUNTY MONUMENT)



MAPLETON GROVE SUBDIVISION

PLAT "A"

A PORTION OF SECTIONS 9 & 16, T8S, R3E SLB&M



NOTES

- #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS.
- NAIL AND WASHER TO BE SET IN TOP OF CURB @ PROJECTION OF SIDE LOT LINES.
- TYPE II MONUMENT (ALUMINUM CAP & REBAR) TO BE SET
- HOMES BEING CONSTRUCTED ARE TO HAVE FLOOR SLABS NO LOWER THAN 3" ABOVE GROUND WATER ELEVATION.
- VERTICAL DATUM BASED ON NGVD 29 PER COUNTY MONUMENT TIE SHEET.
- NDCBU MAIL DELIVERY UNIT.
- NO TREES OR SHRUBS IN IRRIGATION COMPANY EASEMENTS.
- NO TELEPHONE BOXES OR POWER BOXES IN IRRIGATION COMPANY EASEMENTS.
- FENCES DISTURBED DURING CONSTRUCTION ACTIVITIES MUST BE REPLACED AND RETURNED TO PRE-CONSTRUCTION CONDITION OR BETTER.

QUESTAR ACCEPTANCE

QUESTAR APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. QUESTAR MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT. THIS APPROVAL DOES NOT CONSTITUTE ACCEPTANCE, APPROVAL OR ACKNOWLEDGMENT OF ANY TERMS CONTAINED IN THE PLAT, INCLUDING THOSE SET FORTH IN THE OWNERS DEDICATION AND THE NOTES AND DOES NOT CONSTITUTE A GUARANTEE OF PARTICULAR TERMS OF NATURAL GAS SERVICE. FOR FURTHER INFORMATION PLEASE CONTACT QUESTAR'S RIGHT OF WAY DEPARTMENT AT 1-800-366-8532.

APPROVED THIS _____ DAY OF _____, 20____

QUESTAR GAS COMPANY

BY: _____

TITLE: _____

ROCKY MOUNTAIN POWER

APPROVED THIS _____ DAY OF _____, 2016.

EAST BENCH CANAL COMPANY

APPROVED THIS _____ DAY OF _____, 2016.

BY: _____

TITLE: _____

CENTURY LINK

APPROVED THIS _____ DAY OF _____, 2016.

COMCAST

APPROVED THIS _____ DAY OF _____, 2016.

SURVEYOR'S CERTIFICATE

I, RYAN W. HALL, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6310734 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S), THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED IN THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS, OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

A PORTION OF SECTIONS 9 AND 16, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 16, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE S0°03'01"E ALONG THE QUARTER SECTION LINE 198.00 FEET; THENCE N89°40'26"E 8.73 FEET TO THE NORTHWEST CORNER OF PLAT "A", SOUTH HOLLOW ESTATES SUBDIVISION; THENCE S0°03'49"E ALONG THE WEST LINE OF SAID SUBDIVISION 1378.40 FEET; THENCE ALONG AN EXISTING FENCE LINE THE FOLLOWING THREE (3) COURSES: S1°30'47"E 190.43 FEET; THENCE ALONG THE ARC OF A 2023.54 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N83°59'30"E) 332.40 FEET THROUGH A CENTRAL ANGLE OF 9°24'42" (CHORD: S10°42'51"E 332.02 FEET); THENCE S20°11'53"E 83.15 FEET; THENCE S44°59'53"W 221.56 FEET; THENCE N86°59'53"E 56.20 FEET; THENCE S46°43'53"W 655.91 FEET; THENCE N41°37'12"W 147.58 FEET; THENCE ALONG THE ARC OF A 1007.00 FOOT RADIUS CURVE TO THE RIGHT 124.64 FEET THROUGH A CENTRAL ANGLE OF 7°05'29" (CHORD: N38°04'27"W 124.56 FEET); THENCE ALONG THE ARC OF A 593.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N39°56'25"W) TO THE LEFT 33.67 FEET THROUGH A CENTRAL ANGLE OF 3°15'13" (CHORD: N48°25'59"E 33.67 FEET); THENCE N46°48'23"E 152.24 FEET; THENCE N28°09'34"W 554.69 FEET; THENCE N16°34'05"W 408.33 FEET; THENCE N61°50'26"E 282.65 FEET; THENCE N28°09'34"W 146.00 FEET; THENCE S61°50'26"W 32.69 FEET; THENCE N28°09'34"W 166.23 FEET; THENCE N61°50'26"E 186.00 FEET; THENCE S28°09'34"E 16.23 FEET; THENCE N61°50'26"E 146.00 FEET; THENCE N28°09'34"W 68.39 FEET; THENCE N79°24'41"E 230.62 FEET; THENCE N0°03'49"W 233.01 FEET; THENCE N18°27'56"E 59.16 FEET; THENCE N5°49'49"E 123.65 FEET; THENCE N78°16'34"W 205.84 FEET; THENCE N0°03'49"W 332.29 FEET; THENCE N89°58'44"E 298.00 FEET; THENCE N0°03'49"W 36.77 FEET; THENCE ALONG THE ARC OF A 630.00 FOOT RADIUS CURVE TO THE RIGHT 208.92 FEET THROUGH A CENTRAL ANGLE OF 19°00'03" (CHORD: N9°26'13"E 207.97 FEET); THENCE N18°56'14"E 55.97 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT 31.42 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: N26°03'46"W 28.28 FEET); THENCE N71°03'46"W 5.00 FEET; THENCE N49°33'41"E 120.68 FEET; THENCE N50°48'36"E 80.34 FEET; THENCE N62°44'07"E 2.29 FEET; THENCE S0°32'00"E 20.67 FEET; THENCE S0°31'57"E 297.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±36.23 ACRES

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS, EASEMENTS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF UTAH _____ S.S.

COUNTY OF UTAH _____

ON THIS _____ DAY OF _____, A.D. 20____, PERSONALLY APPEARED BEFORE ME _____ THE SIGNER OF THE FOREGOING INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT (SHE IS THE _____ OF _____ LIMITED LIABILITY COMPANY, AND IS AUTHORIZED TO EXECUTE THE FOREGOING AGREEMENT IN ITS BEHALF AND THAT HE OR SHE EXECUTED IT IN SUCH CAPACITY.

NOTARY PUBLIC FULL NAME: _____
 COMMISSION NUMBER: _____
 MY COMMISSION EXPIRES: _____
 A NOTARY PUBLIC COMMISSIONED IN UTAH

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____

APPROVED BY MAYOR _____

APPROVED _____ ENGINEER (See Seal Below) ATTEST _____ CITY RECORDER (See Seal Below)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____, BY THE _____ PLANNING COMMISSION

COMMUNITY DEVELOPMENT DIRECTOR _____ CHAIRMAN, PLANNING COMMISSION _____

PLAT "A"

MAPLETON GROVE

SUBDIVISION (SHEET 1 OF 2)

MAPLETON _____ UTAH COUNTY, UTAH

SCALE: 1" = 60'

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDER SEAL
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This form approved by Utah County and the municipalities therein.



CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	20.00	90°00'00"	31.42	S63°56'14"W 28.28
C2	20.00	90°00'00"	31.42	N26°03'46"W 28.28
C3	572.00	7°11'08"	71.74	S15°20'40"W 71.69
C4	572.00	11°48'55"	117.95	S5°50'39"W 117.75
C5	572.00	19°00'03"	189.69	S9°26'13"W 188.82
C6	601.00	19°00'03"	199.31	S9°26'13"W 198.40
C7	630.00	19°00'03"	208.92	S9°26'13"W 207.97
C8	14.00	90°00'00"	21.99	N44°56'11"E 19.80
C9	472.00	6°30'03"	53.55	S86°48'47"E 53.52
C10	501.00	7°12'23"	63.01	S86°27'37"E 62.97
C11	530.00	7°50'01"	72.46	S86°08'48"E 72.41
C12	14.00	90°00'00"	21.99	N45°03'49"W 19.80
C13	20.00	90°00'00"	31.42	N44°56'11"E 28.28
C14	220.00	18°45'01"	72.00	S80°33'41"W 71.67
C15	220.00	9°20'44"	35.88	S66°30'48"W 35.84
C16	220.00	28°05'45"	107.88	S75°53'19"W 106.80
C17	200.00	28°05'45"	98.07	N75°53'19"E 97.09
C18	180.00	28°05'45"	88.27	S75°53'19"W 87.38
C19	20.00	90°00'00"	31.42	N45°03'49"W 28.28
C20	20.00	90°00'00"	31.42	S73°09'34"E 28.28
C21	20.00	90°00'00"	31.42	N16°50'26"E 28.28
C22	20.00	90°00'00"	31.42	N73°09'34"W 28.28
C23	20.00	90°00'00"	31.42	S16°50'26"W 28.28
C24	320.00	12°06'52"	67.66	N19°30'19"W 67.53
C25	20.00	36°04'26"	12.59	N31°29'06"W 12.39
C26	45.00	38°19'31"	30.10	N30°21'33"W 29.54
C27	45.00	112°45'08"	88.56	N45°10'47"E 74.94
C28	20.00	39°42'54"	13.86	N81°41'54"E 13.59
C29	45.00	151°04'40"	118.66	N26°01'01"E 87.15
C30	20.00	72°04'30"	25.16	N25°48'11"E 23.53
C31	280.00	17°55'30"	87.60	N19°11'49"W 87.24
C32	300.00	23°34'57"	123.48	S16°22'05"E 122.61
C33	20.00	81°17'49"	28.38	N0°11'32"E 26.06
C34	20.00	39°42'54"	13.86	N81°41'54"E 13.59
C35	45.00	66°05'35"	51.91	N68°30'33"E 49.08
C36	45.00	70°00'05"	54.98	N0°27'43"E 51.82
C37	45.00	24°37'58"	19.35	N66°51'18"W 19.20
C38	20.00	39°42'54"	13.86	N39°18'50"W 13.59
C39	45.00	160°43'38"	126.23	N21°11'32"E 88.73
C40	2020.00	2°48'23"	98.94	N20°51'34"W 98.93
C41	2020.00	2°54'08"	102.32	N23°42'50"W 102.31
C42	2020.00	2°53'40"	102.05	N26°36'44"W 102.04
C43	2020.00	0°06'00"	3.52	N28°06'34"W 3.52
C44	1980.00	0°56'28"	32.53	N27°41'20"W 32.53
C45	1980.00	2°53'48"	100.10	N25°46'12"W 100.09
C46	1980.00	2°54'23"	100.44	N22°52'06"W 100.43
C47	1980.00	1°57'32"	67.69	N20°26'09"W 67.69
C48	1980.00	8°42'11"	300.76	N23°48'28"W 300.47
C49	2020.00	8°42'11"	306.83	N23°48'28"W 306.54
C50	2000.00	8°42'11"	303.79	S23°48'28"E 303.50
C51	200.00	15°02'04"	52.48	S35°40'36"E 52.33
C52	220.00	15°02'04"	57.73	S35°40'36"E 57.56
C53	180.00	15°02'04"	47.23	S35°40'36"E 47.10
C54	20.00	90°00'00"	31.42	S88°11'37"E 28.28
C55	20.00	90°00'00"	31.42	N1°48'23"E 28.28
C56	240.00	4°54'58"	20.59	S49°15'52"W 20.59
C57	240.00	24°22'52"	102.13	S63°54'46"W 101.36
C58	20.00	79°00'26"	27.58	N36°38'59"E 25.45
C59	240.00	29°17'50"	122.72	S61°27'17"W 121.39
C60	195.24	26°20'34"	89.76	S69°39'31"W 88.98
C61	20.00	94°00'13"	32.81	N60°29'13"W 29.28
C62	220.00	38°20'44"	147.24	N65°58'44"E 144.50
C63	230.00	19°42'31"	79.12	S23°20'22"E 78.73
C64	201.00	30°17'23"	106.26	S18°02'56"E 105.03
C65	172.00	30°17'23"	90.93	S18°02'56"E 89.87
C66	20.00	100°04'33"	34.93	S83°13'54"E 30.66
C67	20.00	79°55'27"	27.90	N6°46'06"E 25.69
C68	1970.00	1°24'32"	48.45	S3°36'30"E 48.44
C69	1970.00	2°10'04"	74.53	S5°23'48"E 74.53
C70	1970.00	3°34'36"	122.98	S4°41'32"E 122.96
C71	1999.00	3°34'36"	124.79	S4°41'32"E 124.77
C72	2028.00	3°34'36"	126.60	S4°41'32"E 126.58
C73	2028.00	2°40'20"	94.58	S4°15'24"E 94.57
C74	2028.00	0°53'16"	31.42	S6°02'12"E 31.42
C75	972.00	4°47'33"	81.30	S4°05'04"E 81.28
C76	972.00	1°37'29"	27.56	S0°52'33"E 27.56
C77	972.00	6°25'01"	108.86	S3°16'19"E 108.81
C78	1001.00	6°25'01"	112.11	S3°16'19"E 112.05
C79	1030.00	6°25'01"	115.36	S3°16'19"E 115.30
C80	1030.00	4°01'57"	72.49	S4°27'52"E 72.47
C81	1030.00	2°23'05"	42.87	S1°15'21"E 42.87
C82	2023.54	1°06'09"	38.94	S6°33'34"E 38.94
C83	2023.54	2°48'08"	98.97	S8°30'43"E 98.96
C84	2023.54	2°41'07"	94.84	S11°15'21"E 94.83
C85	2023.54	2°16'47"	80.51	S13°44'17"E 80.50
C86	2023.54	0°32'31"	19.14	S15°08'56"E 19.14
C88	20.00	91°38'58"	31.99	N87°26'41"W 28.69
C89	971.00	4°41'24"	79.48	N39°16'30"W 79.46
C90	20.00	83°44'11"	29.23	N4°56'17"E 26.70
C91	600.00	2°38'36"	27.68	S48°07'40"W 27.68
C92	1000.00	6°43'43"	117.44	N38°15'20"W 117.37
C93	350.00	4°03'40"	24.81	N48°45'40"E 24.80

MATCH LINE - SHEET 1



LINE	DIRECTION	LENGTH
L2	N89°56'11"E	41.76
L3	N89°56'11"E	41.76
L4	N89°56'11"E	37.28
L5	N89°56'11"E	37.28
L6	S33°11'37"E	26.51
L7	S33°11'37"E	43.92
L8	N85°09'06"E	6.89

PLAT "A"

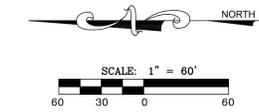
MAPLETON GROVE

SUBDIVISION
(SHEET 2 OF 2)

MAPLETON UTAH COUNTY, UTAH

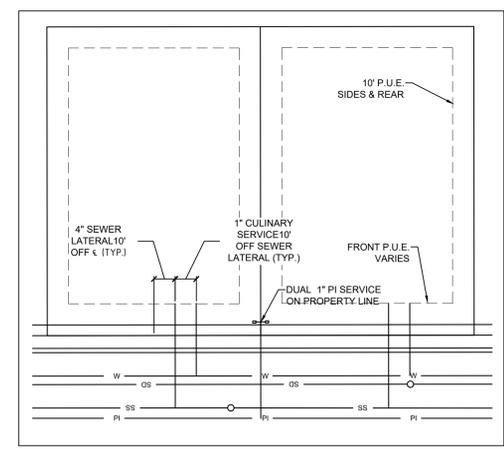
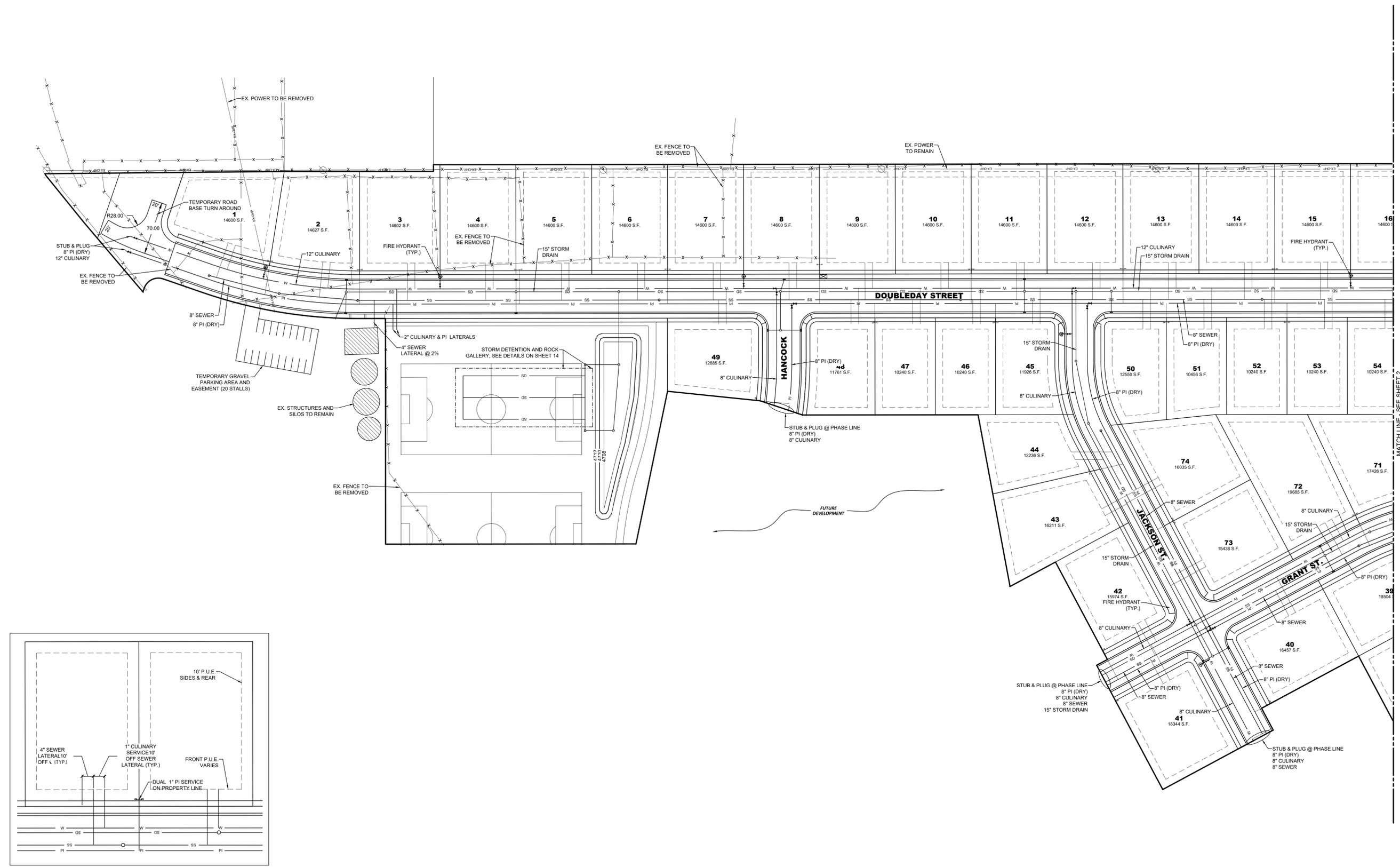
SCALE: 1" = 60'





NOT FOR
 CONSTRUCTION

MAPLETON GROVE
 MAPLETON, UTAH
UTILITY LAYOUT - NORTH



**TYPICAL UTILITY LATERAL
 LOCATION DETAIL**

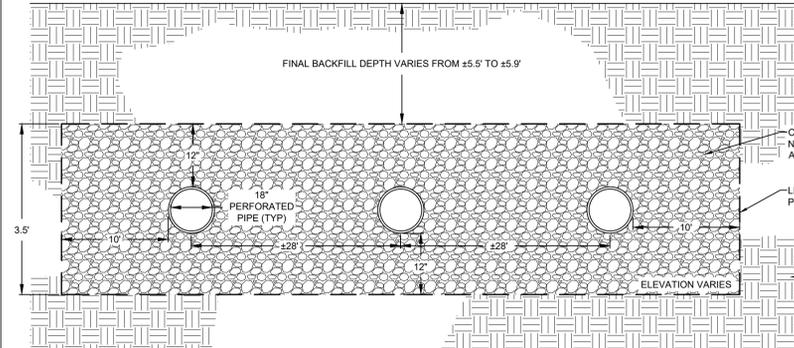
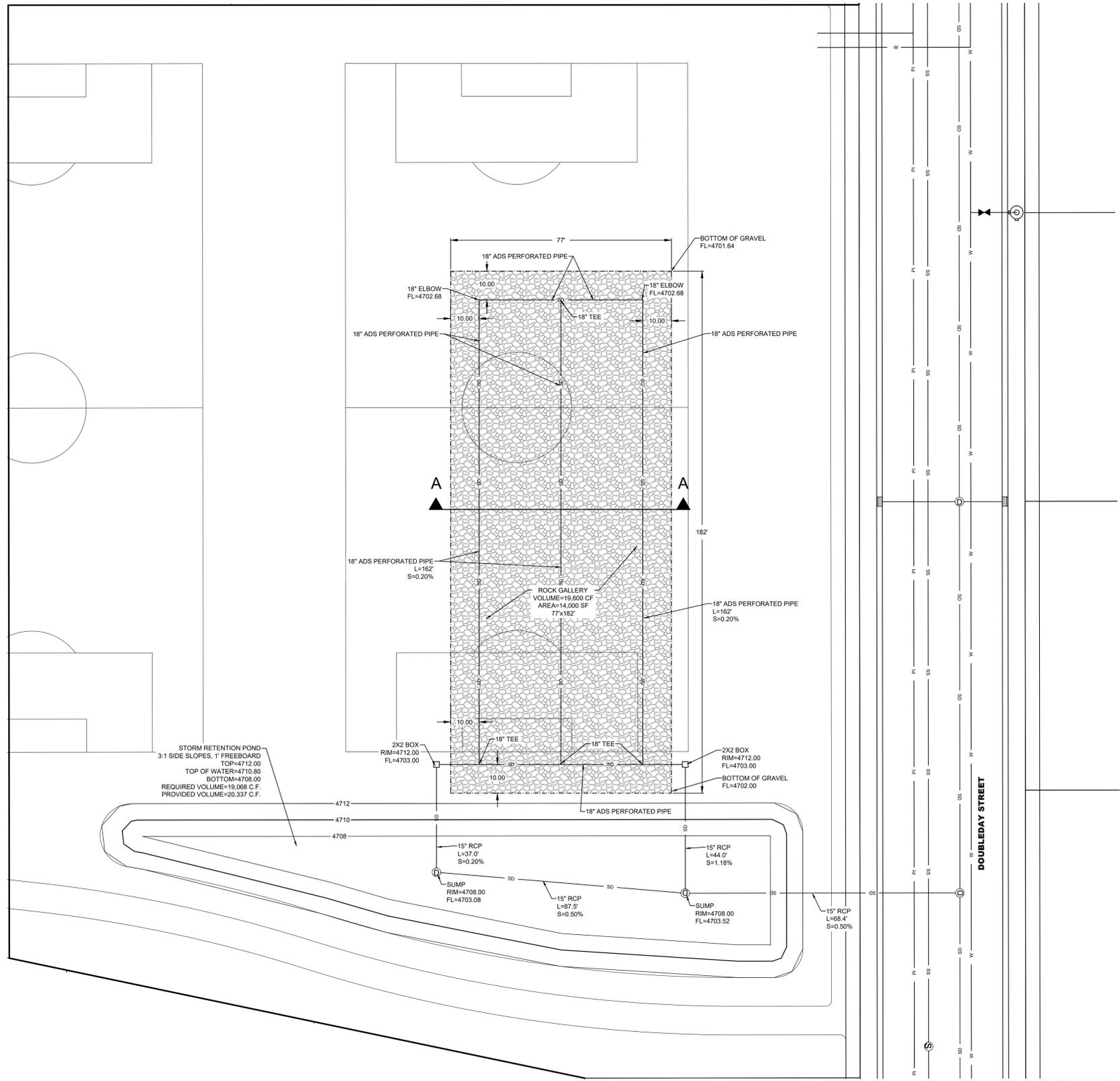
REVISIONS	
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3 -	
4 -	
5 -	
6 -	

LEI PROJECT #:
2016-0003
 DRAWN BY:
RWH
 CHECKED BY:
NKW
 SCALE:
1" = 60'
 DATE:
06/02/2016



NOT FOR
 CONSTRUCTION

MAPLETON GROVE
 MAPLETON, UTAH
STORM POND DETAILS



ROCK GALLERY DETAIL "A"

NOTES

- CONTRACTOR TO USE A CONTECH UNDERGROUND MANIFOLD SYSTEM OR APPROVED EQUIVALENT.
- PARK IMPROVEMENTS INCLUDE GRADING, INSTALLATION OF SOD, DRAINAGE, PERIMETER TRAIL, AND TEMPORARY GRAVEL PARKING AREA.

REVISIONS	
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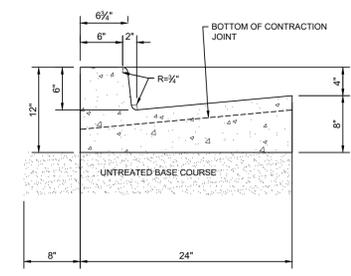
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2016-0003
 DRAWN BY:
RWH
 CHECKED BY:
NKW
 SCALE:
1" = 20'
 DATE:
06/02/2016

NOT FOR
 CONSTRUCTION

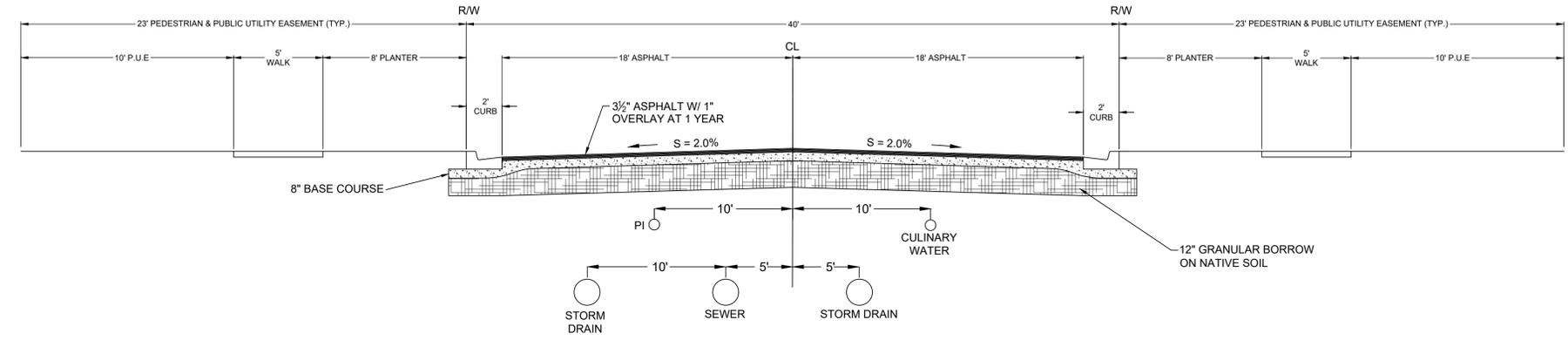
MAPLETON GROVE
 MAPLETON, UTAH
DETAILS 1

REVISIONS	
1 -	
2 -	
3 -	
4 -	
5 -	
6 -	

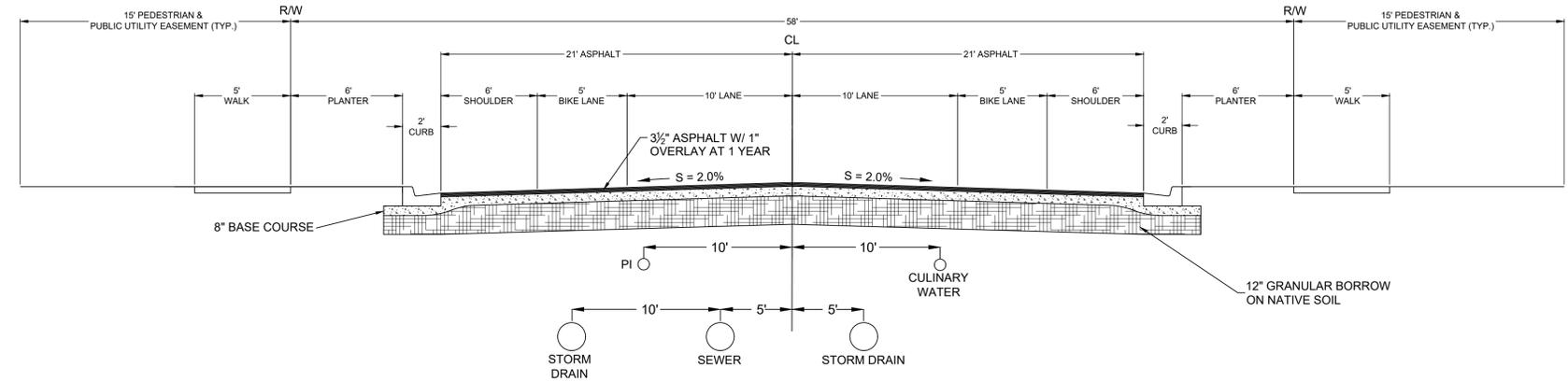
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2016-0003
 DRAWN BY:
RWH
 CHECKED BY:
NKW
 SCALE:
N.T.S.
 DATE:
06/02/2016



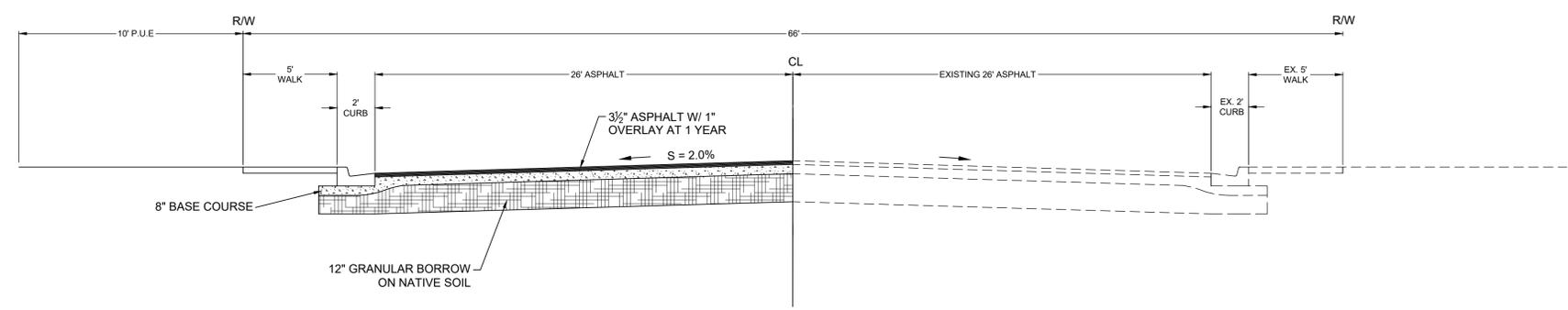
24" CURB & GUTTER



40' SECTION - ALL STREETS UNLESS NOTED OTHERWISE



58' SECTION - CHAMBERLAIN STREET, HANCOCK STREET, DOUBLEDAY STREET



66' SECTION - SLANT ROAD

MAPLETON CITY DEVELOPMENT REVIEW COMMITTEE MINUTES

May 18, 2016

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

On April 15, 2016 an application was submitted for the Mapleton Grove Subdivision. The application includes a preliminary plat for 210 lots and a final plat for phase 1, consisting of 72 lots. The items below include 1) requested changes to the submitted plans, 2) other items required as part of the application and/or 3) informational items regarding city standards.

Community Development Division

Sean Conroy, Community Development Director, Phone: (801) 806-9101

Email: sconroy@mapleton.org

Please submit revised drawings and the following corrections:

- The project will require review by the Planning Commission and final approval by the City Council.
- Lots 58 and 59 do not appear to meet the minimum width requirement of 80' as measured from the front setback line (see MCC Chapter 18.326.030).
- Please show on the 58' street cross section the 5' bike lines on either side.
- Show parcel "C" as a pedestrian access easement to the park.
- Mailboxes shall be clustered in clusters of 8 or more. Please show location of mailbox cluster easements throughout.
- Please change the signature block on the final plat from "Mapleton Irrigation Company" to "East Bench Canal Company".
- Lots abutting slant road should have a consistent plan for fencing.
- Park improvements for phase 1 shall include grading and the installation of sod, drainage and the perimeter trail for the portion of the park included in phase 1. A temporary gravel parking area shall also be included.
- Phase 1 of the project will require a water dedication of 87 acre feet.
- All boundary gaps and overlaps shall be corrected prior to plat recording.
- All greenbelt roll back taxes shall be paid prior to plat recording.

Gary Calder, City Engineer, Email: gcalder@mapleton.org

Scott Bird, Public Works Operation Director, Email: sbird@mapleton.org

Phone (801) 489-6253, Fax (801) 489-5179

Engineering and Public Works Division

Gary Calder, City Engineer, Email: gcalder@mapleton.org

Scott Bird, Public Works Operation Director, Email: sbird@mapleton.org

Phone (801) 489-6253, Fax (801) 489-5179

Address the following concerns in revised drawings:

Project: Mapleton Grove Date: May 12, 2016

Site Grading:

1. Clearing and grubbing will be required.

Sewer System:

1. Manhole min. 400' spacing max, Verify
2. Sewer connection to main by meter station. (Harvest Parkway and Slant Rd)
 - a. Move 50' to east or next to curb.
 - b. Increase this manhole size to 60".

Water System:

1. Water line shall be D.I. class 350.
2. Fire Hydrant 500' spacing maximum. Several FH are not spaced correctly.
3. Slant Road water main extension.
 - a. Extend to R/R tracks and place FH at west boundary.
 - b. Extend to River Birch Road.
 - i. Attach trench detail.

Secondary Water (Pressure Irrigation):

1. Pressure irrigation shall be 8" PVC C900/905 SDR 18.
2. Change existing pressure irrigation line on Slant Road from 12" to 8".

Roadway:

1. Road x-sections for Slant Road should show 3.5" with 1" overlay. (Sheet 20)
2. Include handicap ramps at roadway intersections with Slant Road.
3. Slant Road shall be improved ½ plus 7' entire width, extend to R/R tracks
4. Provide second access with full improvements around lot 88.
 - a. Sheridan and Chamberlain Streets

Storm Drain:

1. Boxes/inlets 300' spacing max, add inlets where required.
2. 15" ADS storm drain pipe shall be relabeled 15" RCP.
3. Storm drain retention basin #1 will be completed prior to any storm drain collection.
 - a. Provide more detail of retention basin in Park.
4. SWPPP and Land Disturbance permit will be required.
 - a. Maintenance plan will be required and recorded for all storm drain basins.

Miscellaneous:

1. Receive East Bench Irrigation Company approval for work on any company ditches prior to construction.
 - a. Sanitite pipe can be used if East Bench irrigation company gives approval.
 - b. Reduce number of ditch crossings on Sheridan and Hancock by moving ditch to opposite side of road.
2. Rocky Mtn Power is responsible for the placement of all lights, remove street lights from plans.

3. The Geo-Strata Report of March 28, 2016, mentions elevated ground water in Northeast corner of the property (pg. 6) and soft or pumping soils (pg. 12). Please address how the retention basins will work with high ground water and roadway stabilization with soft soils.
4. Power Pole relocations will be required.
5. Concrete collars on all water valves and manholes.
6. Granular borrow is required for all fill of trenches and roadways. (A-1-a, A-1-b, A-2-b and A-3)
7. Mapleton/APWA standards will apply.

FYI, Prior to plat recording:

- Submit and receive approval of final plat for each applicable phase.
- Revise drawings to address any outstanding issues raised in the DRC comments and/or project conditions.
- Applicant may choose to either 1) establish a performance bond and durability bond agreement prior to plat recording (amount to be determined by City Engineer) or 2) to install any required improvements (i.e. utilities, roads, curb, gutter, sidewalk, etc.) without a performance bond (durability bond still required). If option 2 is selected, the plat will not be recorded until the City has accepted the improvements.
- Payment of impact fees (\$4,528 per lot or \$330,544 for plat "A"). An additional fee of \$6,968 per lot will be required at the time of building permit issuance less the park impact fee credit as addressed in the approved development agreement.
- Submittal of water shares/rights (.45 acre feet per lot and 2.5 acre feet per irrigable acre).
- Payment of engineering inspection fees (\$170 per lot or \$12,410 for plat "A").
- Payment of street light fee (\$450 per lot or \$32,850 for plat "A").
- Submit a SWPPP and Land Disturbance application and fee (\$500). Contact Scott Bird at Public Works (489-6253) to review this requirement.
- Submit final mylar with all required signatures.
- Submit a check made out to Utah County Recorder (\$30 per page and \$1 per lot).