WHEN RECORDED RETURN TO:

City of Taylorsville
Attn: Cheryl Cottle, City Recorder
2600 West Taylorsville Blvd.
Taylorsville, UT 84129

12832879
08/20/2018 04:07 PM \$112.00
Book - 10704 P9 - 6482-6533
ADAM GARDIMER
RECORDER, SALT LAKE COUNTY, UTAH
MIRROR HOUSE LLC
ATTN: CHERYL COTTLE
2600 W TAYLORSVILLE BLVD
TAYLORSVILLE UT 84129
BY: BAP, DEPUTY - WI 52 P.

DEVELOPMENT AGREEMENT FOR MUIRHOUSE, LLC, A HAMLET HOMES COMMUNITY

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into this day of ______, 2018, by and between MUIRHOUSE LLC, A UTAH LLC ("Developer") and the CITY OF TAYLORSVILLE, a municipal corporation and political subdivision of Salt Lake County, State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. Developer has entered into agreements with IHC Health Services, Inc. (the "Seller") for the purchase of a total of approximately 7.84 acres of real property located within the boundaries of the City as more particularly described in Exhibit A (the "Muirhouse Community Property"); approximately 0.91 acres of the above-described real property will be sold to UDOT for future UDOT expansion of Bangerter Highway.
- B. Developer, in conjunction and cooperation with the current owners of their respective properties, has made application to the City for a general plan map amendment, rezone or map amendment and zoning text amendment to assign to the site-specific development district designation for residential use ("SSD Muirhouse") to the Muirhouse Community Property for the purpose of developing a residential community.
- C. The intent of this Agreement is to facilitate the development of the Muirhouse Community Property in accordance with the site-specific land uses allowed and development standards adopted by the City as part of the SSD Muirhouse zoning district to provide for a creative development with unique and unusual characteristics for the benefit of all Parties.
- D. The City, acting pursuant to its authority under UTAH CODE ANN. §§ 10-9a-101, et seq., has made certain determinations with respect to the Muirhouse Community Project, and, in the exercise of its legislative discretion, has elected to process and approve this Agreement after all necessary public hearings and procedures have been conducted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. <u>Incorporation of Recitals</u>. The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.

2. Conditions Precedent.

- 2.1. Closing of Property Transactions. As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event, that, Developer closes on the sale of the Property. In the event that the Property fails to close, this Agreement shall be of no further force and effect and Muirhouse Community Property shall revert to the pre-existing, underlying zoning districts in which the Muirhouse Community Property is currently located.
- 2.2. Approval of Zoning by City Council. As a second and additional condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event, that, the Taylorsville City Council, in the independent exercise of its legislative discretion, elects to approve the proposed rezoning of the Muirhouse Community Property to the SSD Muirhouse Zoning District. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the application for the rezoning of the Muirhouse Community Property.
- 2.3. Approval of Right of Way by UDOT and City Council. As a third and additional condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time and in the event that Developer is able to form an agreement with UDOT in reference to the Bangerter Highway UDOT expansion. If Developer fails to form an agreement with UDOT, this Agreement shall be of no further force and effect.

Muirhouse Community Property Plan. A concept plan generally depicting the location of proposed land uses and structures, major streets and configurations of the Muirhouse Community Property is attached in the form of Exhibit B, which is hereby incorporated by this reference. The approval of the concept plan as part of this Agreement satisfies the requirement of the Taylorsville City Code (the "Code") for a development plan as part of the SSD - Muirhouse District for the Muirhouse Community Property.

3. <u>Project-Specific Development Standards.</u>

3.1. Specific-Development Standards. The purpose of the SSD - Muirhouse Zoning District is to provide for site-specific development standards in order to allow for the efficient and creative development of property with unique or unusual characteristics. Specific land uses allowed, development standards and regulations for the Muirhouse Community Property portion of the SSD - Muirhouse Zoning District have been approved by both the Planning Commission and the City Council pursuant to the provisions of Section 13.19.010 of the Code and are attached hereto as Exhibit C and incorporated herein by this reference. Developer shall develop the Muirhouse Community Property generally in accordance with the concept plan attached as Exhibit B and in compliance with the site-specific land uses allowed and the development standards as contained in Exhibit C.

- 3.2. Amendments to Concept Plan and Specific SSD Development Standards. The Parties understand and agree that the concept plan attached as Exhibit B is a general depiction of building locations, sizes and uses and that more detailed and specific site plans shall be submitted for approval before any actual construction may begin on any portion of the Muirhouse Community Property, which may deviate or vary slightly or in ways that are irrelevant to planning considerations from what is depicted in Exhibit B to this Agreement or which represent logical development of the details depicted on Exhibit B. In the event that Developer or the successor owner of the Muirhouse Community Property desires to further modify Exhibit B, it shall submit a request to the Community Development Director of the City ("CDD"), who may approve minor modifications or amendments in the development of the Project as depicted in Exhibit B. Without limiting the scope of what constitutes a minor modification or amendment, the following shall be presumed to constitute a minor modification or amendment: (a) an increase of less than five percent (5%) in the total overall square footage in the entire Muirhouse Community Property; (b) alteration of the sizes or types of units in each Phase of the Muirhouse Community that does not cause the total overall square footage to exceed the five percent (5%) threshold set forth in (a); (c) alteration of the exterior design and improvements to the buildings within setbacks; (d) any decrease in hardscape and increase in landscaping; and (e) variations in the heights of buildings in excess of 35'. For avoidance of doubt, alteration of the size, type or number of units in any Phase of the entire Muirhouse Community Property that falls within the presumptions set forth in the previous sentence shall constitute a minor modification or amendment. Any amendments to this Agreement that the CDD determines to be major amendments to Exhibit B, as determined by the CDD, shall be referred to the Planning Commission for their review and approval. Any proposed amendment to the specific SSD - Muirhouse development standards and regulations in Exhibit C including, but not limited to, changes in road alignment, height of buildings, setbacks, density and uses of property shall be regarded as a major amendment that shall require either Planning Commission or City Council approval, depending on whether the proposed amendment is only to the Concept Plan or to the Specific Development Standards and Regulations attached as Exhibit C. Except as provided above, the CDD shall have the discretion to determine what constitutes a minor or major amendment and may elect to seek approval of the Planning Commission and/or City Council, as applicable, in his or her discretion. Any decision of the CDD approving or denying a request for a minor modification in Exhibit B, or a decision as to whether a proposed modification is a major amendment that requires Planning Commission or City Council approval, as applicable, is a land use decision that may be appealed under the provisions of §13.34.010 of the Code.
- 4. Approval Process for Development Applications. The City shall process applications for development of the Project in accordance with the provisions of the Code. Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it of the obligation to comply with all of the applicable requirements for approval of preliminary and final subdivision plats, or preliminary and final site plans, as applicable, for the proposed development of the Project consistent with the terms and conditions of this Agreement and the applicable provisions of the Code.
- 5. <u>Phasing.</u> Developer may develop the Project in two phases as market conditions dictate as long as each phase provides for the logical extension of infrastructure and utilities as approved by the City and in compliance with the terms of this Agreement and the applicable provisions of the Code. All phasing decisions for the Muirhouse Community Property Project shall constitute

minor modifications. A preliminary phasing plan for the Muirhouse Community Property is attached hereto and incorporated herein by this reference as Exhibit D. Developer agrees to proceed with construction of the Muirhouse Community Property with reasonable diligence consistent with Exhibit D.

6. Payment of Fees.

- 6.1. Development Application and Review Fees. Developer shall pay to the City all of the fees, including, but not limited to, application fees, impact fees and connection fees for review and approval of development of any and all phases of the Project in the amounts set forth in the City's Consolidated Fee Schedule, a copy of which is attached as Exhibit E and incorporated herein by this reference. Pursuant to the provisions of §3.16.080 of the Code, the City Council hereby makes a determination that there is a prevailing public interest in allowing deferral of the payment of fees for final subdivision and final site plan approval on a phase by phase basis for the Project.
- **6.2.** Other Fees. The City may charge other fees in existence as of the date of this Agreement, including, without limitation, standard building permit review, and inspection fees for improvements to be constructed on improved parcels that are generally applicable to other developments within the City. The Project shall not be subject to new fees and charges imposed by the City after the date of this Agreement.
- 6.3. Reservation of Right to Challenge Fees. Notwithstanding any provision of this Agreement, the Developer does not waive Developer's rights under any applicable law to challenge the reasonableness or legality of the amount or imposition of any fees.

7. Vested Rights.

- subdivision plats, or preliminary and final site plans, as applicable, approved and to develop and construct the Project in accordance with and subject to compliance with the terms and conditions of this Agreement, the SSD Muirhouse Zoning District and other applicable provisions of the Code. Pursuant to the provisions of §13.19.010(H) of the Code, if no substantial construction has been initiated as part of the Project within two (2) years of the date of this Agreement plus any period of force majeure, the City may consider rezoning the property to revert back to the zoning districts that existed prior to the approval of the SSD Muirhouse Zoning District. To the extent that there is any conflict between the text portion of this Agreement and the Exhibits, the more specific language or description, as the case may be, shall control. Where any conflict or ambiguity exists between the provisions of the Code and this Agreement (including the Exhibits to this Agreement), this Agreement shall govern. Notwithstanding the foregoing, the rights vested as provided in this Agreement are not exempt from the application of the Code and to subsequently enacted ordinances to the extent that would impair the City's reserved legislative powers in Section 9.2.
- 7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and

exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify any development standards that are applicable to the Project under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine of the State of Utah. Any such proposed legislative changes shall be of general application to all development activity in the City; and, unless the City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Infrastructure and the Provision of Municipal Services.

- 8.1. Construction of Necessary Infrastructure to Service the Project. Developer shall have the obligation to construct or cause to be constructed and installed all of the public or private infrastructure, including, but not limited to, roads and utilities, which are located on and necessary to service any portion of the Muirhouse Community Property, as applicable, as part of the Project, which are the subject of an application for development approval, and any off-site improvements necessary to connect to existing utilities.
- **8.2.** Third Party Service Providers. Developer shall be responsible to obtain the approval and incur the costs of constructing any off-site and on-site infrastructure and improvements from third party service providers including, but not limited to, Rocky Mountain Power, Dominion Energy, and the Taylorsville-Bennion Improvement District that are necessary to service any portion of the Muirhouse Community Property, as applicable, as part of the Project. The City shall reasonably cooperate, as necessary, in seeking approval and permits from third party service providers.
- **8.3.** Maintenance of Private Roads and Improvements. Developer through the establishment of a Homeowners Association, shall have the duty to maintain all private roads and areas designated as such on subdivision plats that are located within that portion of the Project constructed on the Muirhouse Community Property.
- **8.4.** Landscaping and Maintenance Plan for Median. The Landscape plan attached as Exhibit "F" shall be submitted to the Planning Commission for its approval. Developer shall provide for maintenance of that common landscaped area by the formation of a Homeowners Association or other acceptable form of private maintenance agreement, which shall be prepared by Developer and submitted for approval by the City.
- 9. Term of Agreement. The term of this Agreement (the "Term") shall be for a period of 5 (5) years following the date of its execution by all Parties, unless it is terminated earlier or its Term is modified by written amendment to this Agreement, but the terms of this Agreement shall continue to be effective as to applications that have been submitted and development that has occurred within the Project notwithstanding the termination of this Agreement.

10. Successors and Assigns.

- 10.1. <u>Binding Effect</u>. This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of any portion of the Muirhouse Community Property.
- 10.2. Assignment. Neither this Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Under this Agreement, the rights with respect to the Muirhouse Community Property may be assigned to different persons or entities subject to approval by the City as set forth in this Section 11.2. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns.

11. Default.

11.1. <u>Notice</u>. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

11.2. Contents of the Notice of Default. The Notice of Default shall:

- 11.2.1. Claim of Default. Specify the claimed event of default;
- 11.2.2. <u>Identification of Provisions</u>. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default:
- 11.2.3. Specify Materiality. Identify why the default is claimed to be material; and
- 11.2.4. Optional Proposed Cure. If the City chooses, in its discretion, propose a method and time for curing the default which shall be of no less than sixty (60) days duration.
- 11.3. <u>Meet and Confer</u>. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.
- 11.4. <u>Remedies</u>. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

- 11.4.1. <u>Legal Remedies</u>. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.
- 11.4.2. <u>Enforcement of Security</u>. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.
- 11.4.3. <u>Withholding Further Development Approvals</u>. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Project on those properties owned by the defaulting party.
- 11.5. <u>Public Meeting</u>. Before any remedy in Section 12.4 may be imposed by the City, the party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.
- 11.6. Emergency Defaults. Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 11.4 without meeting the requirements of Section 11.5. The City shall give Notice to Developer and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting party shall be allowed to address the Council at that meeting regarding the claimed emergency default.
- 11.7. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.
 - 11.8. <u>Cumulative Rights</u>. The rights and remedies set forth herein shall be cumulative.
- 11.9. <u>Force Majeure</u>. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) by events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

(intentionally left blank)

12. <u>Notices</u>. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To Muirhouse, LLC:

Hamlet Homes IV Corporation, its Manager Michael Brodsky, Chairman 308 East 4500 South, Suite 200 Murray, Utah 84107 Office Phone: 801-506-9611

Email: Michael@hamlethomes.com

To the City of Taylorsville:

Taylorsville City
Attn: John Taylor, City Administrator
2600 West Taylorsville Blvd.
Taylorsville, Utah 84129
Office Phone: 801-955-2009
Email: jtaylor@taylorsvilleut.gov

With a copy to:

Taylorsville City Attorney's Office Attn: Tracy S. Cowdell 2600 West Taylorsville Blvd. Taylorsville, Utah 84129 Email: TCowdell@Me.com

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

GENERAL TERMS AND CONDITIONS

- 1. <u>Agreement to Run with the Land</u>. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Developer Muirhouse Community Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Developer Muirhouse Community Property.
- 2. <u>Entire Agreement</u>. This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes

all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

- 3. <u>Headings</u>. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
- 4. <u>Non-Liability of City Officials or Employees</u>. No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.
- 5. No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City and Developer. The City and Developer alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.
- 6. <u>Severability</u>. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
- 7. <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.
- 8. <u>Survival</u>. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.
- 9. <u>Public Information</u>. The Parties understand and agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, et seq.
- 10. <u>Governing Law</u>. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.
- 11. <u>Counterparts.</u> This Agreement may be executed in multiple counter-parts which shall constitute one and the same document.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the City of Taylorsville, acting by and through the Taylorsville City Council, Salt Lake County, State of Utah, pursuant to Resolution No. 15-29, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

CITY OF TAYLORSVILLE,

a Utah municipality and political subdivision of the State of Utah.

By: Kristie S. Overson, Mayor

ATTEST:

Cheryl Cottle Cheryl Cottle City Recorder

APPROVED AS TO FORM:

Stephanie Shelman

10

Muirhouse, LLC

a Utah limited liability company, By its Managing Member:

Hamlet Homes IV, Corporation, a Utah Corporation.

Michael Brodsky, Chairman

STATE OF UTAH) :ss.

COUNTY OF SALT LAKE)

On the 1944 day of April, 2018, personally appeared before me Michael Brodsky who being duly sworn, did say that he is the Chairman of Hamlet Homes IV Corporation, the Manager of Muirhouse, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said corporation and said Michael Brodsky duly acknowledged to me that he executed the same for the purposes therein stated.

Notary Public

My Commission Expires: 11/6/2018

EXHIBIT LIST

Exhibit A	Legal Description of Property
Exhibit B	Preliminary Site Plan and Engineering
Exhibit C	SSD MUIRHOUSE Zoning District
Exhibit D	Phasing Plan
Exhibit E	Community Development Fee Schedule
Exhibit F	Landscape Plan
Exhibit G	Architecture

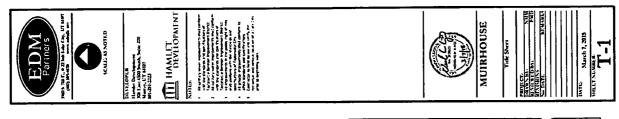
Exhibit A

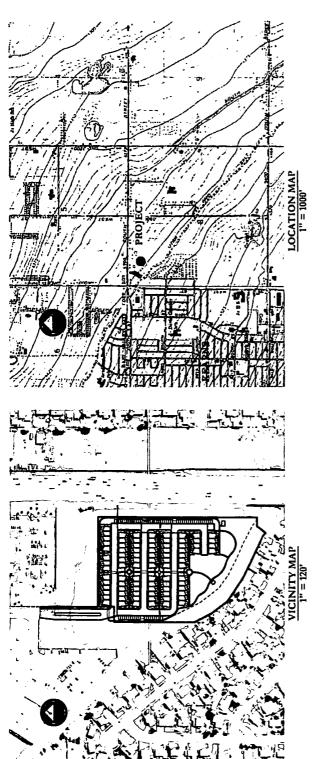
Legal Description of Property

BOUNDARY DESCRIPTION

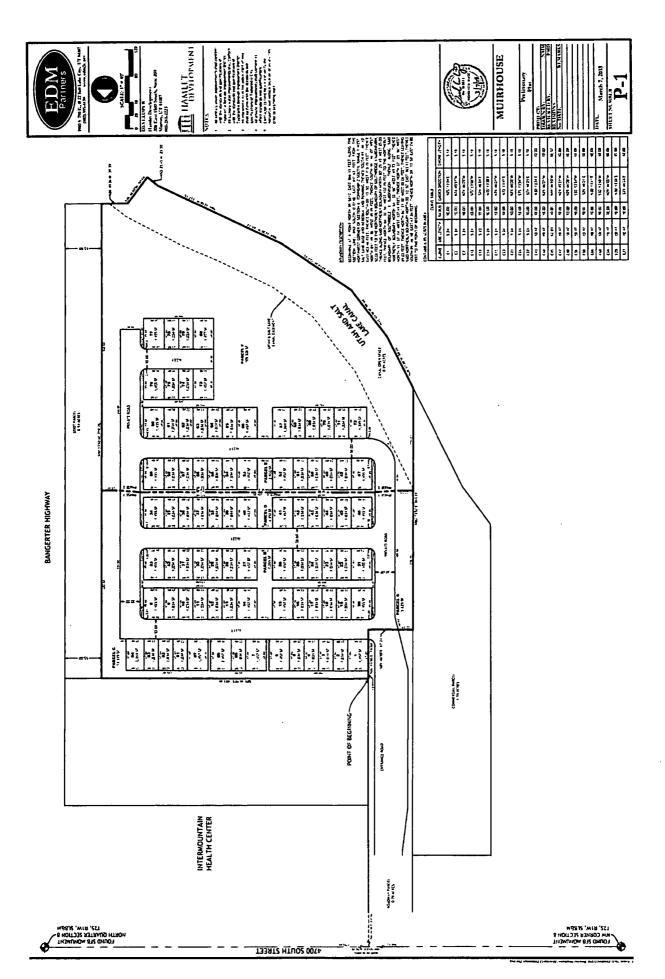
BEGINNING AT A POINT NORTH 89°58'12" EAST 866.13 FEET ALONG THE SECTION LINE, AND SOUTH 0°01'48" EAST 811.62 FEET FROM THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89° 46' 10" EAST 403.46 FEET; THENCE SOUTH 00° 13' 50" WEST 718.76 FEET; THENCE NORTH 89° 49' 36" WEST 39.39 FEET; THENCE SOUTH 36° 46' 07" WEST 50.06 FEET TO THE NORTHERLY BOUNDARY OF SOUTHRIDGE 4 SUBDIVISION; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 50° 25' 45" WEST 20.00 FEET; THENCE NORTH 64° 32' 56" WEST 137.15 FEET TO THE NORTHERLY BOUNDARY OF SOUTHRIDGE 3 SUBDIVISION; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 64° 32' 56" WEST 69.73 FEET; THENCE NORTH 55° 37' 14" WEST 127.45 FEET; THENCE NORTH 37° 05' 56" WEST 89.02 FEET; THENCE NORTH 26° 21' 38" WEST 88.06 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 00° 13' 50" EAST 363.11 FEET; THENCE SOUTH 89° 46' 10" EAST 67.24 FEET; THENCE NORTH 00° 13' 50" EAST 74.00 FEET TO THE POINT OF BEGINNING.

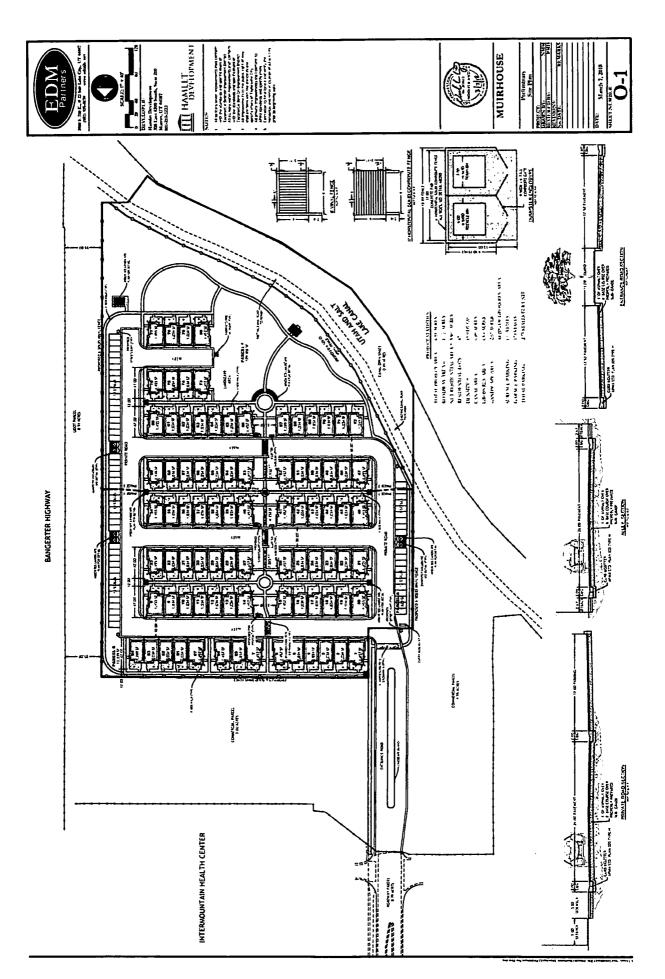
CONTAINS 6.95 ACRES IN AREA

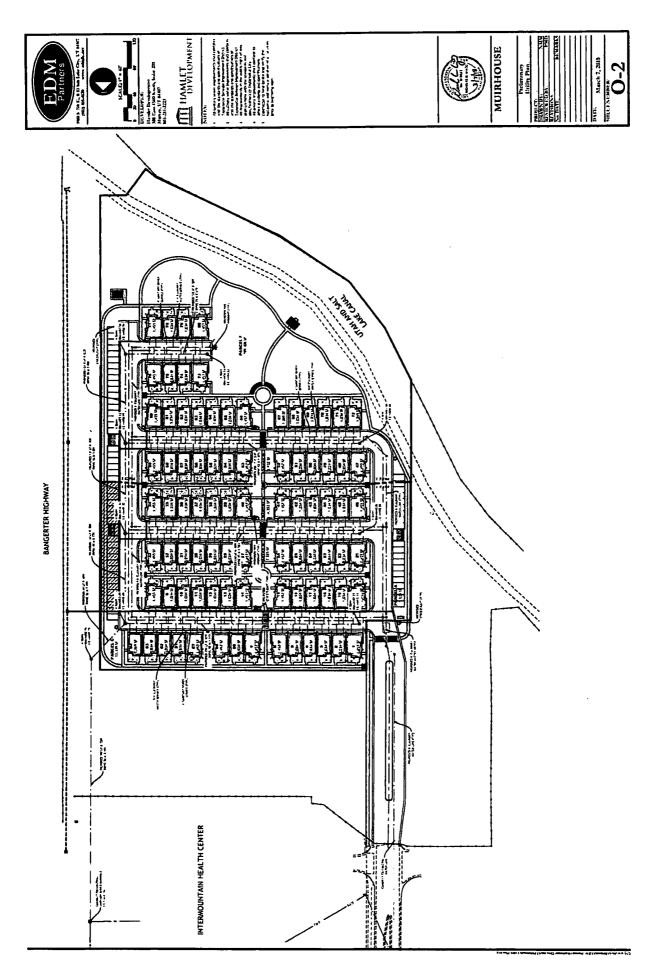


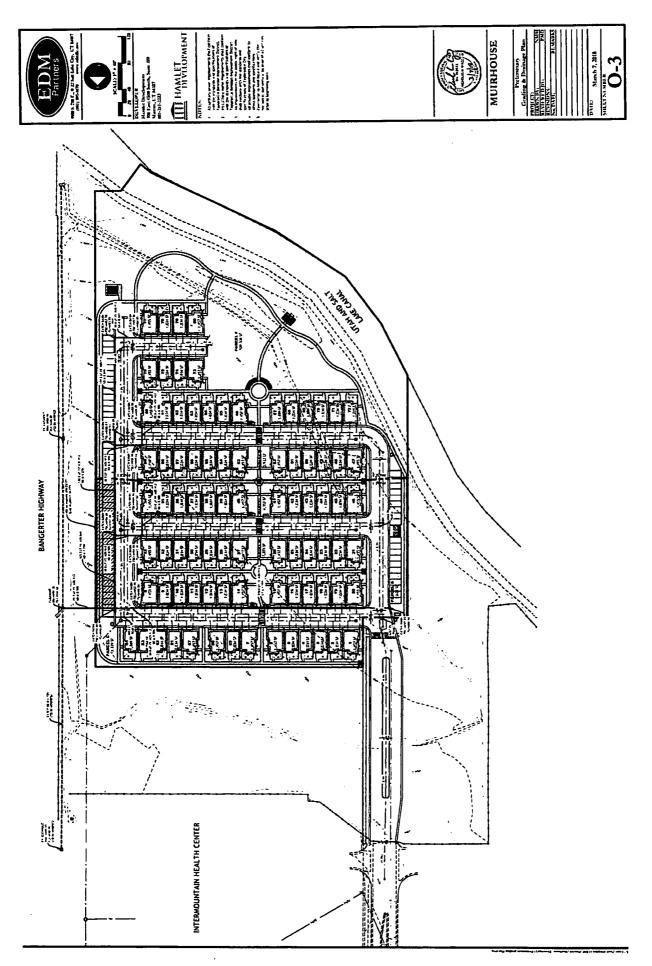


SHEET INDEX	T-1 Title Sheet	P-1 Pretiminary Subdivision Plan			0-2 Perliminary Utility Plan	O.3 Preliminary Grading & Drainage Plan														DENCHMARK	Standard Flat Brass Monument at the Northwest Com	Section B, Township 2 South, Range 1 West.	Eleration # 4454.06
LEGEND		THE PERSONAL PROPERTY.	TECHNICAL LANGUA MATE	O CONTRACTOR	pet el. en es e	PC 0, 181, 162, 167, 167, 167, 167, 167, 167, 167, 167	CHAIN SAME OF STATE O	tander by:	Carata Marchael Marchael	Million toward with the	Maria income the party of the second	DE G. C. MINISTER STREET	Contracting Colonia Co	THE BUTTON	47C ettle 20%	C) e () · cooleon n a a a a a a a a a a a a a a a a a a	ercontinent tribic atomic and	Left long security (do lawn	Address standinger	MOTOR SHOOT (DATE)			









Chapter 13.39 SSD-R-MUIRHOUSE ZONING DISTRICT

13.38.010: Purpose

13.38.020: Applicability

13.38.030: Land Use and Density

13.38.040: Architectural Design

13.38.050: Site Planning

13.38.060: Grading and Drainage

13.38.070: Vehicular Circulation and Parking

13.38.080: Pedestrian Mobility and Circulation

13.38.090: Screen Walls and Fences

13.38.100: Sign Design

13.38.110: Exterior Site Lighting

13.38.120: Other Development Standards

13.38.010: Purpose

The Site Specific Development-Residential-Muirhouse District (SSD-R-Muirhouse) is established to promote the public health, safety, and welfare of the community by facilitating the creation of a residential community in a high quality setting. It is the purpose of this section to encourage quality design and development of land in a manner that suits the unique needs of the property and contributes to orderly traffic circulation and compatibility with surrounding land uses. All new or future development within the SSD-R-Muirhouse zoning district shall be in conformity with this title and any site-specific master plan approved by the Planning Commission. Specifically, this zone intends to:

- A. Enhance and protect the quality of life and community image of the City of Taylorsville through clearly articulated development design policies and standards;
- B. Protect and promote Taylorsville's long-term economic viability through design standards which encourage and reward high quality development and discourage less attractive and less enduring alternatives;
- C. Minimize adverse impacts of vehicular circulation to existing neighborhoods and to the surrounding physical environment;
- D. Enhance and protect the security, health, safety, and welfare of all residents of the City of Taylorsville; and
- E. Facilitate an understanding of the City's expectations and notify and assist developers in compiling a complete and efficient application.

13.38.020: Applicability

The provisions in this chapter shall apply to all new development, redevelopment, exterior remodels, additions to existing structures, refacing, signs, and accessory structures within the SSD-R-Muirhouse zoning district. This chapter includes minimum development standards and will be used by city staff and, if applicable, the Planning Commission to review development applications. The policies established in these provisions shall be met through actual compliance with each design standard.

A. Boundary Descriptions: The SSD-R-Mulrhouse zoning district is limited to a specific area in the City as illustrated in Figure 1, which is described as:

BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 89° 58'12" EAST 866.13 FEET ALONG THE SEC-

TION LINE, AND SOUTH 0° 01'48 EAST 811.62 FEET FROM THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89° 46' 10" EAST 403.46 FEET; THENCE SOUTH 00° 13' 50" WEST 718.76 FEET; THENCE NORTH 89° 49' 36" WEST 39.93 FEET; THENCE SOUTH 36° 46' 07" WEST 50.06 FEET TO THE NORTHERLY BOUNDARY OF SOUTHRIDGE 4 SUBDIVISION; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 50° 25' 45" WEST 20.00 FEET; THENCE NORTH 64° 32' 56" WEST 137.15 FEET TO THE NORTHERLY BOUNDARY OF SOUTHRIDGE 3 SUBDIVISION; THENCE ALONG SAID NOTHERLY BOUNDARY NORTH 64° 32' 56" WEST 69.73 FEET; THENCE NORTH 55° 37' 14" WEST 127.45 FEET; THENCE NORTH 37° 05' 56" WEST 89.02 FEET; THENCE NORTH 26° 21' 38" WEST 88.06 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY NORTH 00° 13' 50" EAST 363.11 FEET; THENCE SOUTH 89° 46' 10" EAST 67.24 FEET; THENCE NORTH 00° 13' 50" EAST 74.00 FEET TO THE POINT OF BEGINNING.

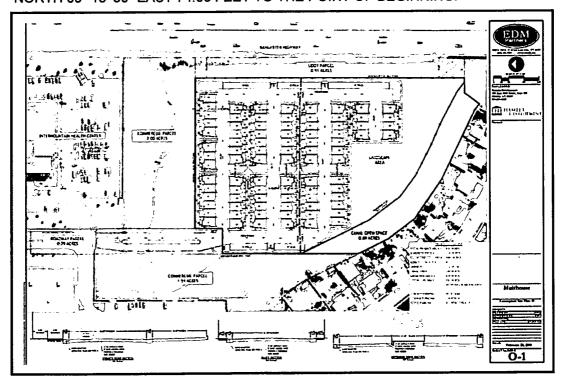


FIGURE 1: SSD-R Muirhouse District Boundary

CONTAINS 6.95 ACRES IN AREA

13.38.030: Land Use and Density

A. Uses permitted under this chapter shall conform to the development standards provided elsewhere in this development code, the application procedures for development, and any overlay districts as applicable. Uses permitted as a conditional use shall comply with the requirements for administrative conditional use permits and/or non-administrative conditional use permits as applicable.

The approval of any additional land uses beyond those allowed shall require and be contingent upon the favorable exercise of future legislative discretion by the City Council following all required notice and public hearings before the Planning Commission and City Council.

P = Permitted

AC = Administrative conditional NC = Nonadministrative conditional

S = Special use permit N = Not permitted

All uses not included in the table below shall be deemed not permitted.

B. Table of Uses:

Land Use	SSD-R Muirhouse District							
Accessory Apartments	S							
Accessory Structure	NC							
Animals (household pets)	P							
Backyard Chickens	N							
Bed and Breakfast	N							
Dwelling, Multiple-unit	P							
Home Occupation	P							
Parks, Public and Pivate	P							
Planned Unit Development	P							
Residential Facility for Elderly Persons	P							
Residential Facility for Persons with a Disability	Р							
Residential Lease, Short Term	N							
Zero Lot Line Development	Р							

C. Density: Allowable dwelling units per acre: 15 units per acre

13.38.040: Architectural Design

A. Purpose and Intent: Architectural design seeks to add to community character while providing flexibility to avoid rigid uniformity of design. All elements including the scale and mass of buildings, materials, color, roof styles, door and window openings, and details should be responsive to functional architectural design and promote a cohesive design statement.

Building masses shall respond to "human scale" with materials and details that are proportionate to human height and provide visual interest at the street and sidewalk level. Buildings shall be reduced in apparent mass or articulated to avoid large monolithic, box-like shapes.

- B. Architectural design, building massing, roof forms, color, materials, orientation, and fenestration shall be consistent with Figure 2: Denton Model Floor Plans; Figure 3: Floor Plan End Denton Option; Figure 4: Hastings Floor Plans; Figure 5: Elevations 1; Figure 6: Elevations 2; Figure 7: Elevations 3; and Figure 8; Color Renderings.
- C. Maximum Building Height: 35'***.
- D. Roof-mounted mechanical units (including evaporative coolers, HVAC units, vents, etc.) shall be located or screened so they are not visible from adjacent public and/or private streets as well as from adjacent properties.
- E. Buildings may be designed and sited to maximize the use of solar gain for energy savings, and shall respect the solar access requirements of adjacent (existing and proposed) buildings. Solar equipment is permitted subject to the standards set forth in 13.11.210 of the City Code.

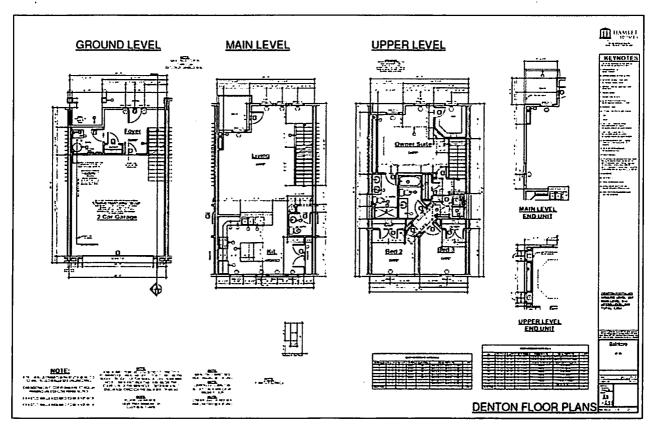


FIGURE 2: Denton Floor Plans

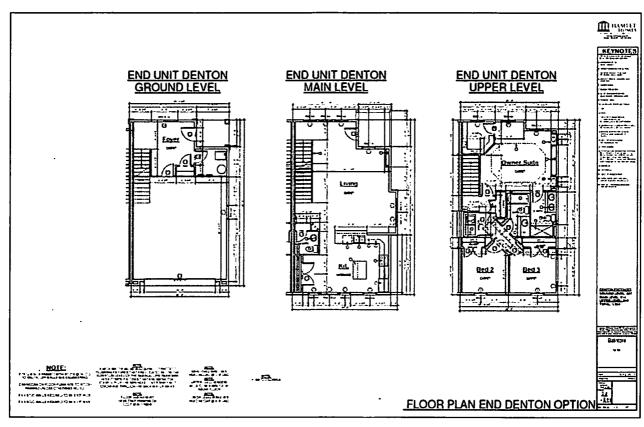


FIGURE 3: Floor Plan End Denton Option

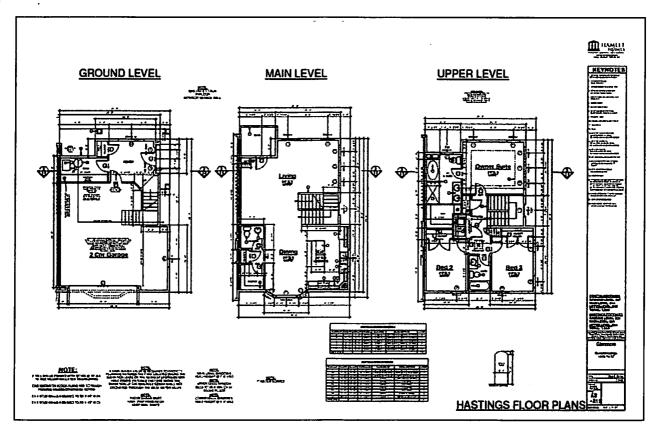


FIGURE 4: Hastings Floor Plans

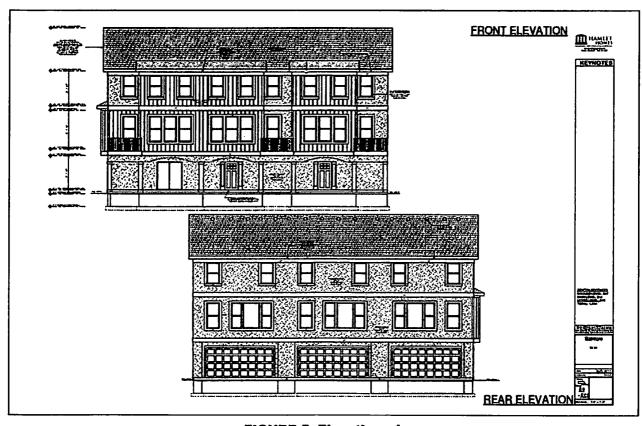


FIGURE 5: Elevations 1



FIGURE 6: Elevations 2

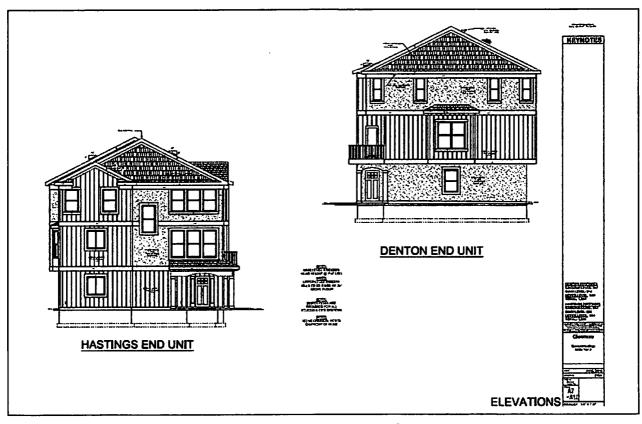


FIGURE 7: Elevations 3

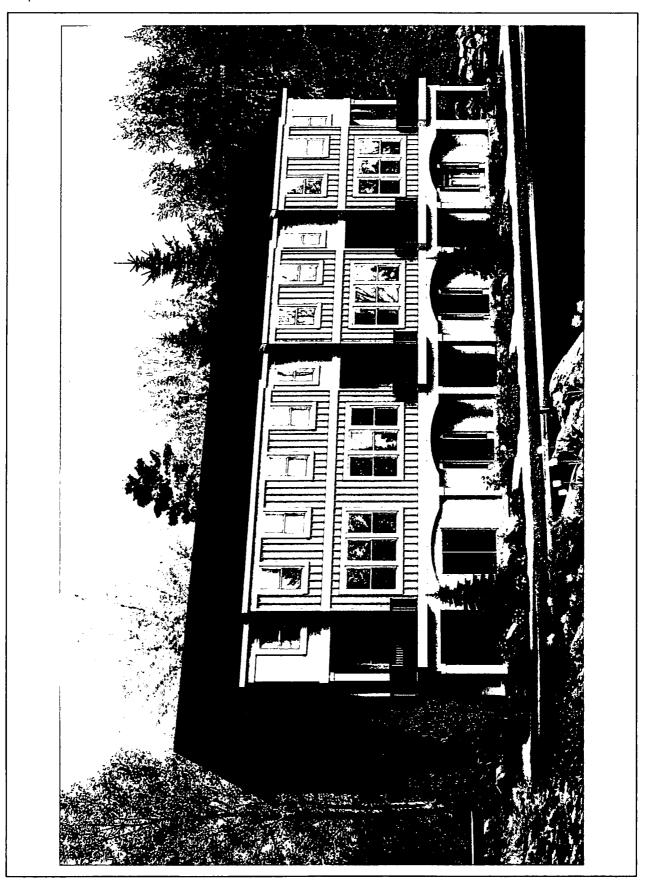


FIGURE 8: Color Rendering

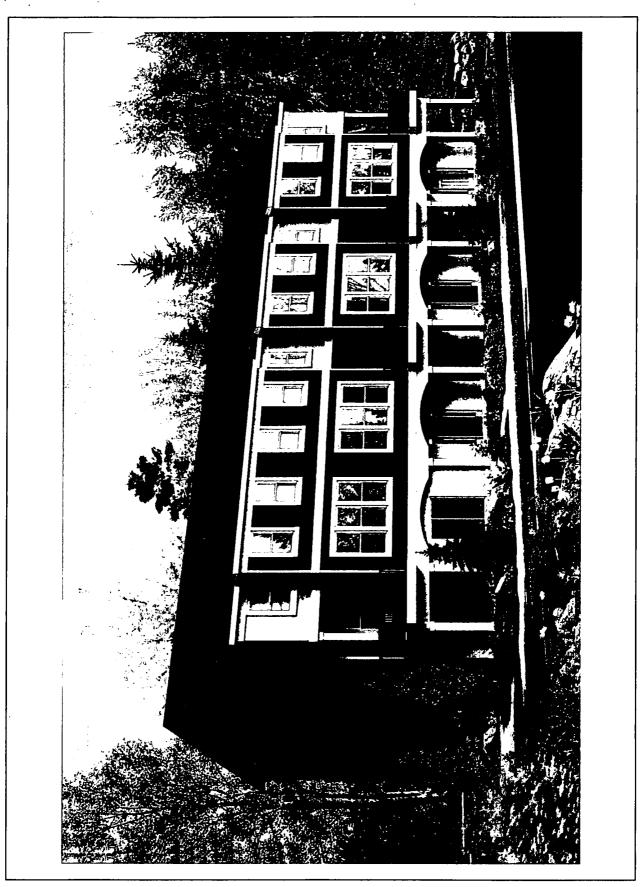


FIGURE 8: Color Rendering

13.38.050: Site Planning

- A. Purpose and Intent: Buildings shall be located to maximize the presentation of streetscaping and primary building entries to roadways, to provide clear orientation and access for both vehicles and pedestrians, to facilitate internal pedestrian circulation, and to place structures in consideration of the existing built context, the location of adjoining uses, and the location of roads.
- B. All building locations, building orientation, roadways, driveways, pedestrian ways, park spaces, landscape areas, vehicular parking areas, dumpster locations, and sign locations, shall be consistent with Figure 9: Site Plan.
- C. Building Setbacks: All building setbacks shall be consistent with Figure 9: Site Plan.
- D. Site Coverage Requirements: Open space and landscaped areas shall be deemed valued amenities. Common and private open space shall be provided and shall not cover less than forty percent (40%) of the gross site area.
 - 1. Storm water detention/retention areas may be included in open space coverage if located fully within the lot, and when those areas are effectively landscaped to satisfy the requirements in this code. (see Landscape Design 13.38.5F).

E. Landscape Design

- 1. Purpose and Intent: Landscaping shall be required within the subject site to:
 - a. Enhance the aesthetics of the development;
 - b. Create a pedestrian-friendly environment;
 - c. Break up the mass of buildings;
 - d. Soften architectural materials:
 - e. Provide screening for service areas;
 - f. Enhance streetscapes;
 - g. Provide shade and climate control;
 - h. Create an attractive entrance and gateway to the project; and
 - i. Provide buffers between incompatible land uses or site areas

All landscaping within the SSD-R Muirhouse District shall be consistent with Figure 10: Landscape Plan.

- 2. Adequate sight lines shall be maintained for an effective 30 foot sight triangle formed by the intersection of straight lines extended from the back of the curb (or future curb) and a line connecting them at points thirty feet (30') from the intersection of the curb line, except a reasonable number of trees pruned to permit unobstructed views to automobile drivers. Plants and signage are allowed within the sight triangle if:
 - a. Plants do not exceed 36" in height at full maturity; and
 - b. Signs do not exceed 36" in height (measured from top of curb height) unless they are 80 percent or more open.
- 3. Landscape Irrigation/Water Conservation: Reasonable effort shall be made to conserve water by utilizing alternative means for maintaining a suitable land-scape environment. Low water use and water conservation concepts may be incorporated into the landscape design of each development without compromising the intent to establish significant visual amenities through landscaping.
- 4. Landscape Standards:
 - a. Any landscape plans shall be prepared by a licensed professional.

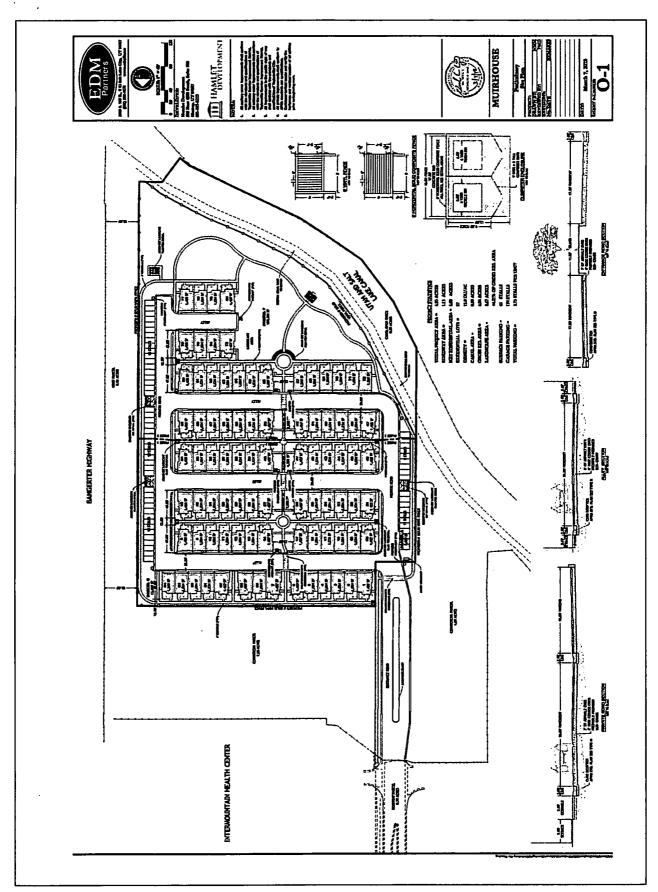


FIGURE 9: Site Plan

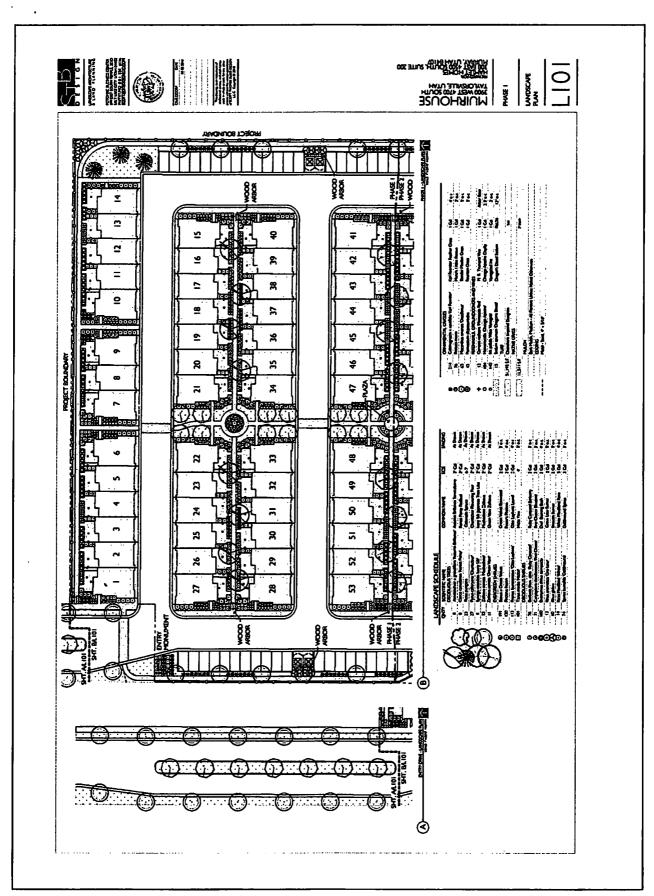


FIGURE 10: Landscape Plan Part 1

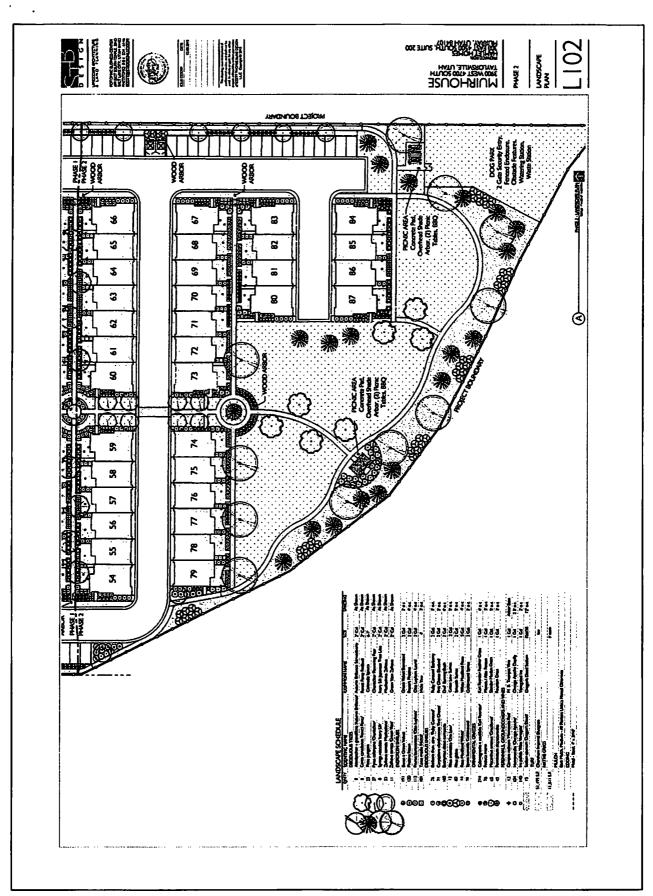
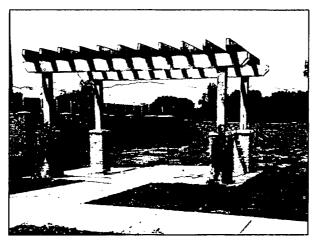
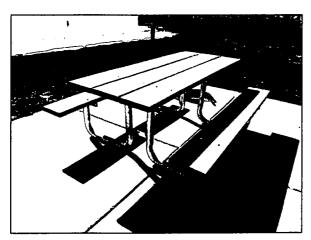


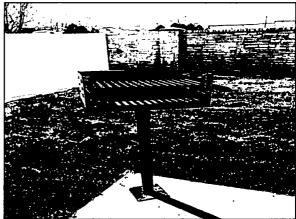
FIGURE 10: Landscape Plan Part 2

- The installation of any landscaping shall be done by a licensed landscape contractor;
- c. Artificial plants of any type, size or color are prohibited as exterior landscaping within any lot.
- d. Mulching:
 - i. All planting beds shall be mulched with either wood, decorative rock, or other ground cover to stabilize soils, control erosion, and conserve water use; and
 - ii. Rock mulch shall be restricted to less than three inches (3") in size.
- e. Parking is prohibited within landscaped areas on a site.
- 5. Plant Size Standards: An immediate landscape impact is deemed desirable within the development by incorporating minimum plant-size standards. The following height and caliper standards shall be required:
 - a. Deciduous shade/canopy trees: 2.0" caliper;
 - b. Ornamental trees: 2.0" caliper;
 - c. Evergreen trees: 6'-8' height;
 - d. Multi-Stem Ornamentals: 8'-10' height;
 - e. Shrubs: 50% shall be ≥ 5 gallon container;
 - f. Ornamental Grasses: 50% shall be ≥ 1 gallon container;
 - g. Vines: 1 gallon container; or
 - h. Ground Cover/Perennials: 2 1/4" pots
- 6. Landscape Maintenance and Replacement: The developer, or home owners association upon completion of the project, shall be responsible for providing, protecting and maintaining landscaping in a healthy and growing condition. The following requirement shall be noted on the landscape plan:
 - a. Dead or diseased plant materials shall be removed and replaced within a reasonable time or within one month with the same type, size and quantity of plant material as originally installed unless incompatible with the soil or weather conditions.
- 7. Site Furniture and Features: Site furnishings, including benches, waste receptacles, exterior lighting, planters, railings and bollards, shall be visually consistent throughout including color, materials, and design style based on Figure 11: Site Furnishings. All components of outdoor site furniture shall be low maintenance, highly durable and resistant to weather, vandalism, graffiti, and theft.
- F. Utilities and Mechanical Equipment: The visual and noise impacts of utilities and mechanical equipment shall be mitigated in the following manner and shall apply to all public and private rights-of-way and pedestrian areas within the development:
 - 1. All new permanent utility lines shall be installed underground;
 - 2. Abandoned utility boxes, meters and pedestals shall be removed;
 - 3. Damaged utility boxes, meters, and pedestals shall be repaired;
 - 4. Utility box and pedestals shall be placed such that they do not block pedestrian travel or required visibility triangles at street intersections and driveways;
 - 5. Utility boxes, pedestals, and meter panels shall be painted to blend in with its immediate surroundings. All utility boxes and meter panels on walls shall be

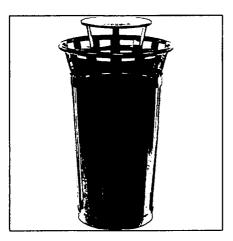


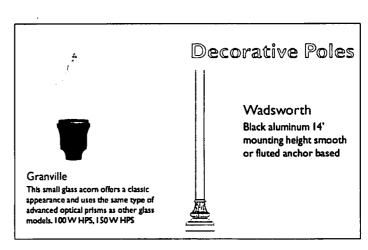
Arbor design (various locations)





Park picnic tables (left) and park barbeques (right)



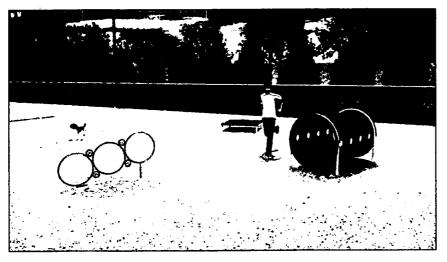


Park garbage cans (left) and community lighting (right)

FIGURE 11: Site Furnishings—Park and Community Features



Dog park waste station





Dog park obstacle course (left) and dog park watering station (right)

FIGURE 11: Site Furnishings—Dog Park

- painted to match the building walls (subject to utility company approvals); and
- All utility boxes and pedestals shall be screened from view by means of vegetation or enclosures to minimize visual and auditory impacts. Such enclosures or landscaping treatments shall be consistent with the design theme of the development.
- G. Service, Refuse, and Storage Areas: Service, delivery, refuse and storage areas shall not be visually obtrusive. The visual impact of such areas shall be minimized; especially views of such areas from roadways, pedestrian walkways, adjacent properties and dwelling units. Refuse collection areas shall be designed and located consistent with Figure 9: Site Plan.

13.38.060: Grading and Drainage

- A. Water Quality Control and Drainage: The project shall implement appropriate measures to mitigate negative impacts on the storm sewer system and adjacent waterways and properties. Storm water retention is encouraged on site when possible. Water quality control and drainage proposals shall be approved by the City Engineer.
- B. Site Grading and Excavation: Buildings shall be designed to relate to existing grade conditions and to minimize cut-and-fill on-site. The following shall apply:
 - 1. Site grading designs shall allow for easy pedestrian access from sidewalks, pathways, trails, and parking areas.
 - 2. Modification to existing site topography shall be permitted where and to the extent that it contributes to good design and shall be executed in such a manner as to avoid drainage impacts (such as erosion and road damage), both on-site and downstream.
- C. Grading and Drainage improvements shall be consistent with Figure 12: Grading and Drainage Plan

13.38.070: Vehicular Circulation and Parking

- A. Purpose and Intent: The on-site vehicular circulation and parking system is deemed a critical factor in the safety and success of any development. The parking/access/circulation systems provide for the safe, efficient, convenient, and functional movement of multiple modes of transportation both on and off the site where pedestrian/bicycle/vehicle conflicts are minimized.
- B. Vehicular Access: Roadway location and widths shall be consistent with Figure 9: Site
- C. Service/Delivery and Emergency Access: Service circulation within a development shall be designed to provide safe movements for all anticipated vehicles. The design of individual lots to accommodate truck access shall meet all regulatory requirements for turning radii without sacrificing other standards.
 - 1. Lots shall include the necessary dimensions for the on-site maneuvering of refuse vehicles and firetrucks as determined by the city engineer and applicable fire authority; a minimum twenty foot (20') wide, unobstructed driveway, lane, or other access way and turnaround may be required for this purpose;
- D. Vehicle parking shall be provided as illustrated in Figure 9: Site Plan:
 - 1. Each dwelling unit shall provide an attached two car garage with direct access to a public or private roadway.
 - 2. Additional and guest parking shall be provided as illustrated on Figure 9: Site Plan. Minimum parking dimensions shall be 9' x 18'
 - 3. An appropriate number of handicap spaces shall be provided on the building site as provided in 13.24.070 of the City Code.
 - 4. All parking or roadway areas shall be paved with a solid surface and shall be

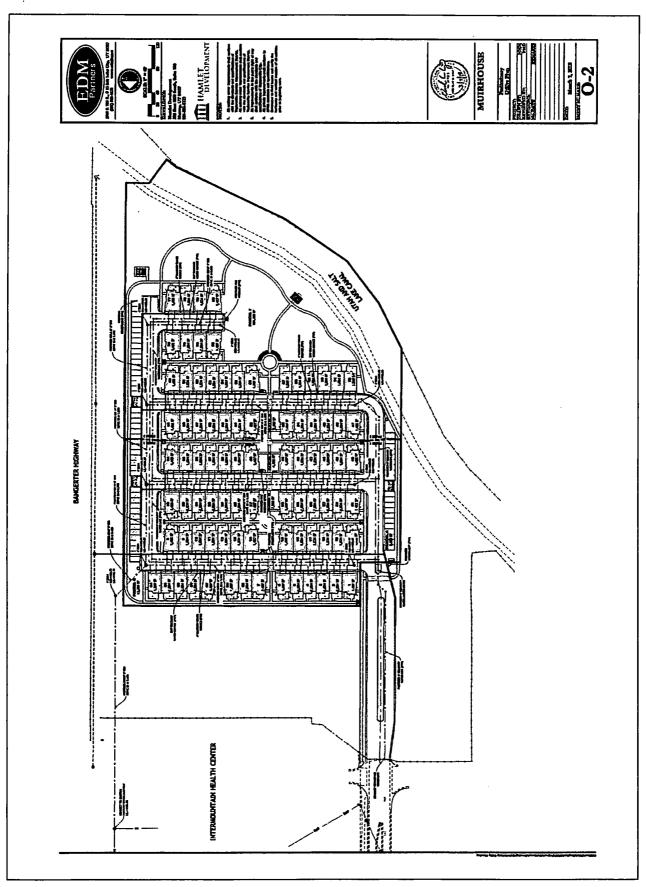


FIGURE 12: Grading and Drainage Plan

arranged and striped to provide orderly and safe loading, unloading, and parking of vehicles. The city engineer and community development director shall review and may approve or deny other types of surfacing materials.

5. Parking lot and road striping shall be maintained on a regular basis so that striping is visible for the safe ingress/egress and parking of vehicles.

13.38.080: Pedestrian Mobility and Circulation

A. Purpose and Intent: Pedestrian systems shall be designed to be safe and to encourage walking throughout the project. Individual lots shall be integrated with adjacent properties designed to form a comprehensive system and to provide convenient access to public right of ways. Pedestrian spaces and routes shall be designed to invite walking throughout the development. Routes shall be integrated to form a comprehensive circulation system, providing convenient, safe and visually attractive access to all destinations on the site.

13.38.090: Screen Walls and Fences

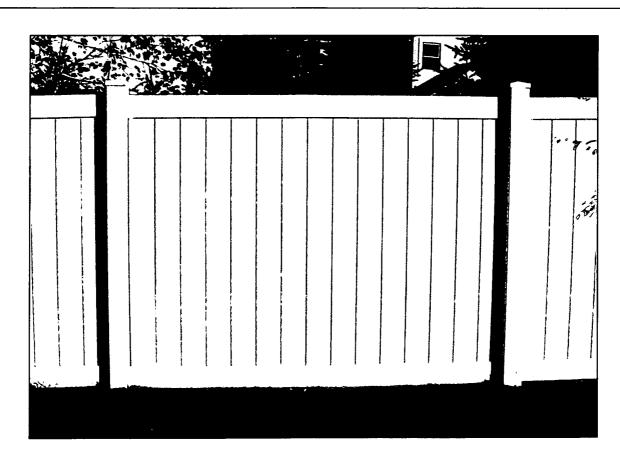
- A. Purpose and Intent: All fences and walls shall be decorative and contribute to the visual quality of the development, used to screen service areas, loading areas, and outdoor storage areas. When not required for security, screening, or grade transitions, fences and walls shall be as inconspicuous and low as possible.
- B. Wall and Fence Design and Materials: All fences and walls within the SSD-R Muirhouse District shall be constructed of high quality materials and be consistent with Figure 13: Fence Design.
- C. Screening Requirements: The development shall include screening of service areas, refuse and waste removal areas.
 - 1. Uses being screened shall not be visible above the screen wall enclosure as viewed from the public right(s) of way and shall be constructed of materials and finishes to complement the primary structure;
 - 2. Gates and/or access doors shall have self-latching mechanisms and shall be opaque metal or another acceptable material which is durable. Chain link gates with slats are not permitted; and
 - 3. Screening shall block views to these areas from both on site as well as from public rights of way, pedestrian walkways, pedestrian bikeways and adjacent properties.

13.38.100: Sign Design

A landscaped entrance monument sign shall be installed at the main entrance of the community consistent with Figure 14: Entrance Sign.

13.38.110: Exterior Site Lighting

- A. Purpose and Intent: Exterior lighting shall be used to provide illumination for the security and safety of entry drives, parking, service and loading areas, pathways, and park space, without intruding on adjacent properties. Site lighting shall be architecturally compatible and consistent in design throughout the development.
- B. Fixture Design: Exterior light fixtures shall be compatible and relate to the architectural character of the buildings on a site. Site lighting shall be provided at the minimum level to accommodate safe pedestrian and vehicle movements, without causing any off-site glare.
 - 1. Metal halide or other white light fixtures may be used. High-pressure sodium is prohibited in any application.
 - 2. The maximum height of poles within landscaped and park areas is 20 feet, measured from finished grade. Poles within these areas may be set on bases no



Perimeter fence (except adjacent to canal): 6' white vinyl



Canal Fence (adjacent to canal): 6' black or dark green vinyl coated chain link

Dog Park Fence: 4' black or dark green vinyl coated chain link

FIGURE 13: Fence Design

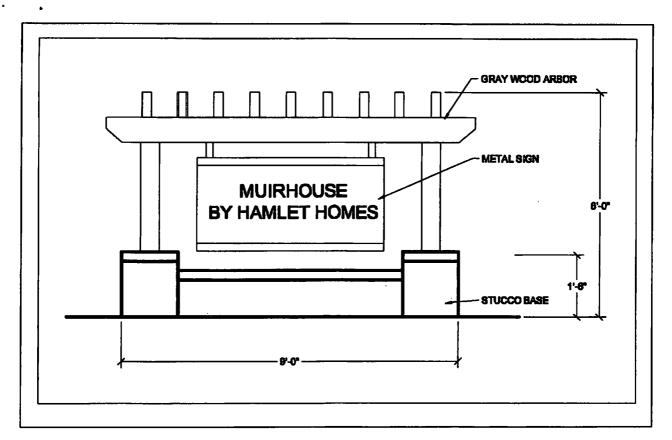


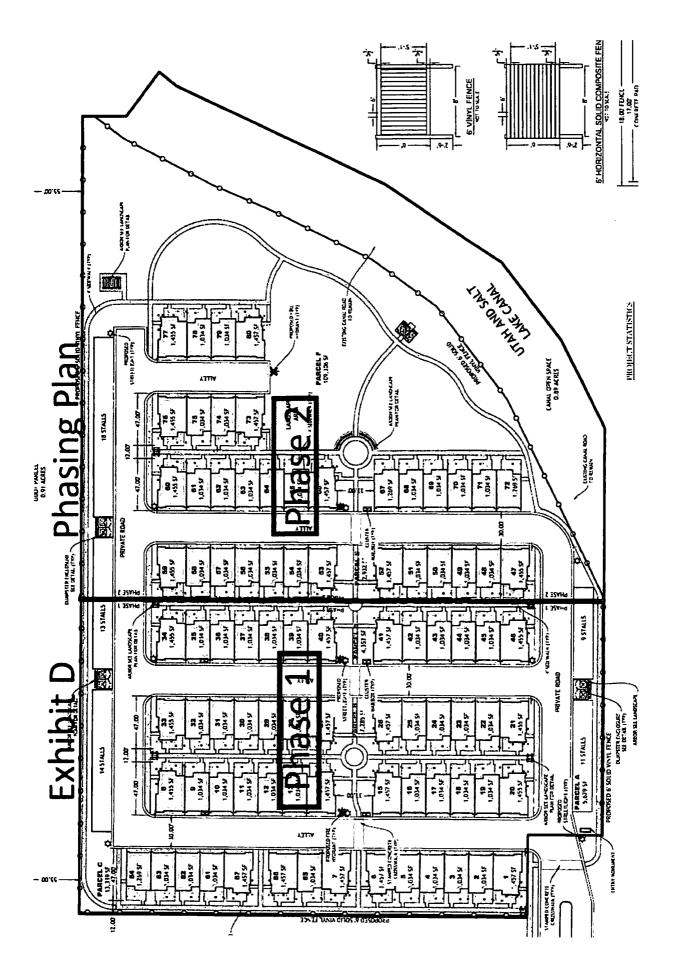
FIGURE 14: Entrance Sign

more than eight (8) inches in height.

- C. Decorative Architectural Lighting: Special lighting that accents building features and creates visual interest is permitted, provided that design continuity is maintained among buildings.
 - 1. Neon tubing is not acceptable as a building accent or to accentuate the building's form.
 - 2. Lighting fixtures mounted directly on structures may be allowed when utilized to enhance specific architectural elements or to help establish scale or provide visual interest.
 - 3. "Wall pack lights" are not permitted.
 - 4. Using lighting to highlight entrances, art, terraces, and special landscape features is highly recommended.
- D. Pedestrian Area Lighting: Walkway lighting shall be scaled to the pedestrian to provide for safe use of pathways and pedestrian areas. Any walks, stairs, or ramps shall be lighted for the safe passage of pedestrians. The use of lighted bollards or other low level fixtures is strongly encouraged to identify pedestrian walkways.
- E. Landscape Lighting: Landscape lighting which enhances and complements the landscape materials is permitted. Where landscape lighting is used, fixtures shall be concealed where possible (i.e. in trees, behind rocks or shrubs) to control glare.
- F. Site Security Lighting: Security lighting may be necessary in some areas, but it may not negatively impact the site and building architecture or adjacent parcels. No light source (bulb) shall be directly visible from adjacent parcels.

13.38.120: Other Development Standards

Unless otherwise specified within the SSD-R Muirhouse District, all current development standards shall apply



Chapter 3.16 COMMUNITY DEVELOPMENT FEES □ □

3.16.010: BOARD OF ADJUSTMENT APPLICATION FEES:

3.16.020: SUBDIVISION APPLICATION FEES:

3.16.030: LAND DEVELOPMENT CODE AMENDMENT FEES:

3.16.040: CONDITIONAL USE PERMIT APPLICATION FEES:

3.16.050: GENERAL PLAN APPLICATION FEES:

3.16.060: ROADWAY FEES:

3.16.070: OTHER FEES:

3.16.080: WAIVER, MODIFICATION AND REFUND OF FEES:

3.16.010: BOARD OF ADJUSTMENT APPLICATION FEES: To Its

The fees for application to the board of adjustment shall be as follows:

Commercial uses	\$300 .00
Residential uses	150 .00

(Ord. 96-37, 9-11-1996)

3.16.020: SUBDIVISION APPLICATION FEES: T

The fees for subdivision review shall be as follows:

A .	Subdivision application (preliminary)	\$200 .00 plus 10 .00 per lot	
	Subdivision application (final review)	6 percent of the cost of improvements	
	The applicant for a final subdivision review shall pay a fee of ninety dollars (\$90.00) per lot to initiate the city review. This fee per lot shall apply toward the final subdivision review fee which is required to be paid prior to final approval of the plat.		
B.	Subdivision research	\$ 75 .00	
C.	Duplex lot split	60 .00	
D.	Deep lots	75 .00	
E.	Amendment to the existing subdivision	100 .00 plus 25 .00 per lot	

F.	Nonregular subdivision review	120 .00
L.,		

(Ord. 96-37, 9-11-1996; amd. Ord. 12-15, 7-11-2012)

3.16.030: LAND DEVELOPMENT CODE AMENDMENT FEES: 4 🖼

The fees for land development code amendments shall be as follows:

Applications for amendment to the zoning map	\$100 .00 plus 50 .00 per acre
Text change amendments to the land development code	300 .00

(Ord. 96-37, 9-11-1996; amd. Ord. 12-15, 7-11-2012)

3.16.040: CONDITIONAL USE PERMIT APPLICATION FEES: To Implication FEES:

The fees for conditional use permit applications shall be as follows:

A.	Residential use:	
	Preliminary review	\$100 .00 plus 10 .00 per unit
	Final review	250 .00 plus 20 .00 per unit
B.	Commercial-industrial:	
	Preliminary review	100 .00 plus 50 .00 per acre
	Final review	250 .00 plus 100 .00 per acre
C.	Home occupation use	35 .00
D.	Phone and mail home occupation use	15 .00
E.	Liquor or beer for consumption on premises	100 .00
F.	Conditional use amendment	50 .00
G.	Change of use	20 .00
H.	Appeal to city council	35 .00
I.	Mobile store:	

10 days 120 days	10 .00 30 .00

(Ord. 96-37, 9-11-1996)

3.16,050: GENERAL PLAN APPLICATION FEES: © 🖾

The fee for an application to amend the city general plan shall be three hundred dollars (\$300.00) plus fifty dollars (\$50.00) per acre. The fee shall be paid by the applicant within ten (10) days after a decision has been made to consider such amendment. Whenever the planning commission or city council require that a general plan amendment hearing be advertised to a greater extent than required by law because the amendment would likely generate broad public interest or concern, the applicant shall pay the additional advertising costs. (Ord. 96-37, 9-11-1996)

3.16.060: ROADWAY FEES: 4 🗔

The fees for roadways shall be as follows:

Ā.	Street vacation	\$100.00
<u> </u>		1
В.	Street dedication:	
	Preliminary	200 .00
	Final	6 percent of the improvement costs
C.	Road cut permits	\$0.15 per square foot (\$50.00 minimum)
D.	Curb, gutter and sidewalk permit	\$75 .00
E.	Address certificate	\$5.00 per house number

(Ord. 96-37, 9-11-1996)

3.16.070: OTHER FEES: * =

Fees for other applications, review processes and impact shall be as follows:

A.	Permitted use site plan review	\$250 .00
B.	Sign review	35 .00
C.	Parks impact fee	300 .00 per unit

D.	Temporary use permits (circus, carnival, Christmas tree sales, etc.)	50 .00
E.	Copies	0 .15 per page
F.	Land development code	15 .00
G.	Zoning maps:	
	Black and white Color	15 .00 25 .00
H.	FBI national criminal history check	50 .00

(Ord. 07-36, 12-5-2007; amd. Ord. 12-15, 7-11-2012)

3.16.080: WAIVER, MODIFICATION AND REFUND OF FEES: € □

- A. Waiver Modification Or Refund: The city council may, on its own motion or otherwise, waive, modify or refund any fee imposed by this chapter as provided herein. Otherwise, all requests for waiver, modification or refund of any fee imposed by this chapter shall be submitted in writing to the director of community development, who shall then forward the request to the city council for their determination as provided below.
- B. Standard For Waiver, Modification Or Refund Of Fees Imposed By This Chapter: The city council may waive, modify or refund any fee imposed by this chapter upon a determination, in its sole and absolute discretion, that:
 - 1. The applicant is engaged in business for solely religious, charitable or other types of strictly nonprofit purposes which are tax exempt in such activities under the laws of the United States or the state of Utah;
 - 2. The applicant is engaged in the business specifically exempted from municipal taxation and fees by the laws of the United States or the state of Utah; or
 - 3. There is a prevailing public interest in waiving, modifying or refunding the fees. (Ord. 96-44, 10-23-1996)

