

WHEN RECORDED, RETURN TO:

Tooele County Clerk
47 South Main Street
Tooele, Utah 84074

TOOELE COUNTY CORPORATION
CONTRACT # 01-07-02

E 165726 B 0690 P 0574
Date 5-JUL-2001 11:43am
Fee: 158.00 Check
CALLEEN B. PESHELL, Recorder
Filed By JYW
For L & B DEVELOPMENT CO INC
TOOELE COUNTY CORPORATION

**DEVELOPMENT AGREEMENT
FOR L & B DEVELOPMENT COMPANY, INC.
THE BENCHES AT SOUTH RIM PROJECT**

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of the 3rd day of July, 2001, by and between TOOELE COUNTY, UTAH, a political subdivision of the State of Utah ("the County"), and L & B DEVELOPMENT COMPANY, INC., a Utah Corporation ("the Developer").

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development the County holds an interest in entering into an agreement with any person having a legal or equitable interest in real property, regarding the development of such property.

B. The County is a political subdivision of the State of Utah under the provisions of Sections 17-1-3 and 17-1-26, Utah Code Annotated.

C. The Developer has acquired 975 acres of real property for the purpose of developing a rural residential real estate project, said property being more particularly described in EXHIBIT "A" attached hereto (the "Property").

D. The Property is located in an unincorporated portion of the County currently zoned RR-5 under the Tooele County Zoning Ordinance.

E. The Developer shall develop the Property as a Planned Unit Development ("PUD") pursuant to Chapter 9 of the Tooele County Zoning Ordinance;

F. The concept plan for the South Rim Planned Unit Development, a copy of which is attached as EXHIBIT "B" hereto, has been approved by the County on March 1, 2000.

G. The PUD is to be developed as a master planned community currently known as the Benches at South Rim (the "Project"), and the Developer has incurred and will incur substantial expenditures in furtherance thereof.

H. The County is authorized to enter into development agreements in appropriate circumstances in order to promote the orderly development of property within its boundaries, implement the Tooele County General Plan and provide infrastructure and other benefits in connection with the Project.

I. The County has determined that this Agreement is appropriate for the Project and, therefore, desires to enter into this Agreement. This Agreement establishes planning principles, standards, and procedures to: eliminate uncertainty in planning and guide the orderly development of the Project consistent with the General Plan; mitigate significant environmental impacts; ensure installation of necessary on-site and off-site public improvements; provide for the preservation of substantial permanent open space; make provision for trail facilities; provide funding for traffic improvements and other public purposes; provide for public services appropriate to the development of the Project; ensure attainment of the maximum effective utilization of resources within the County at the least economic cost to its citizens; and otherwise achieve the goals and purposes.

J. In exchange for the benefits to County described in this Agreement, together with the other public benefits that will result from the development of the Project. Developer will receive by this Agreement assurance that it may proceed with the Project in accordance with the "Applicable Law" (defined below), and therefore desires to enter into this Agreement.

K. County has taken various environmental review and planning actions relating to the development of the Project. These actions include, without limitation, the following:

1. The planning commission made a favorable recommendation to change the Rush Valley section of the General plan with an amendment to allow rezones to a density of 20 acres with an agricultural zone, and a 5 acre density in a rural residential zone with the provision that a public drinking water system was built in a development in 1996 in which the county commission held a public hearing and amended the General Plan of Tooele County;
2. The planning commission reviewed the application to rezone Sections 28, 29 and the North ½ of Sections 32 and 33 of Township 4 South, Range 6 West, SLB&M from an Multiple Use 40 acre minimum (MU-40) zone to a Rural Residential 5 acre minimum (RR-5) zone on November 11, 1997 formulating a recommendation to approve the application;
3. The county commission held a public hearing on the rezone of Sections 28, 29 and the North ½ of Sections 32 and 33 of Township 4 South, Range 6 West, SLB&M

from an Multiple Use 40 acre minimum (MU-40) zone to a Rural Residential 5 acre minimum (RR-5) zone on January 6, 1998;

4. The county commission passed Ordinance 98-1 rezoning Sections 28, 29 and the North ½ of Sections 32 and 33 of Township 4 South, Range 6 West, SLB&M from an Multiple Use 40 acre minimum (MU-40) zone to a Rural Residential 5 acre minimum (RR-5) zone on January 6, 1998;
5. The developer made application on April 22, 1997 for a subdivision concept approval;
6. On August 19, 1998, the Tooele County Planning Commission approved the concept design of South Rim subdivision formerly known as Eagle Point, SUB#0197-97;
7. December 1, 1999, Mr. Hogan made a request to the Tooele County Planning Commission for a six month extension on the concept approval of the South Rim subdivision;
8. On February 9, 2000, a letter from Joyce Hogan requested a change in the South Rim subdivision concept approval and to consider it a planned unit development
9. Reconsideration of the concept approval of the South Rim Planned Unit Development on March 1, 2000 as an amendment to South Rim Subdivision Phase I (concept) - SUB# 0197-97 - change type of development to Planned Unit Development (PUD). Change the concept plan of the development. Section 27 & 28 T4S, R5W - Stockton. Leland and Joyce Hogan. Nicole stated that the applicant is requesting that the concept approval of South Rim be reconsidered as a planned unit development. This proposal will create smaller lots, which supports the county's need for moderate housing needs. The market will not support a total development of 5 acre lots with out some mix of lot size, which is evidenced by the applicant in getting financial backing. The design will still foster open space while making the installation of a culinary water system feasible, the maintenance affordable. The proposal follows a "village" concept where the residents will have a greater sense of community. Nicole stated that staff recommends the approval of this change in application with the following conditions:
 - a. As each phase is presented to the planning commission, it shall resolve setbacks that pertain to the adjusted size of lots within it;
 - b. The applicant shall not present any lots smaller than 43,560 square feet;
 - c. The applicant shall not allow the amount of open space to diminish below 37.79 percent of total land area within the development;

- d. The applicant shall keep a tally on open space which will allow land banking open space for density credit on developed areas.

Motion by Christy to APPROVE the amendment to South Rim Subdivision (concept) - SUB# 0197-97 - change type of development to Planned Unit Development (PUD). Change the concept plan of the development. Section 27 & 28 T4S, R5W - Stockton with the conditions reviewed. Motion seconded by George.

Vote by verbal roll call:

George Mattena	Yes	Marlene Thomas	Yes
Mark Eatough	Yes	Christy Kane	Yes
Craig Vorwaller	Yes	Joy Clegg	Yes

MOTION PASSED;

- 10. March 21, 2001, PUD #0197-97 - South Rim Planned Unit Development, Hogan - Update. At the Tooele County Planning Commission business meeting, Joyce Hogan stated that they are working on the final paperwork for financial backing. She stated it was hard convincing financial backers when trying to stick to an open space and clustering plan. They will have more information in a few weeks. Nicole asked if they would like to go under the new subdivision / planned unit development ordinance or the old. Joyce stated they would like to go under the new regulations. Joyce also stated in their plan they will have trails for horses, jogging, motorcycles etc. They will be separate from each other. Ron asked how large are the lots. Joyce answered they are between 1 and 2+ acres.

L. Developer may apply for other land use approvals, actions, agreements, permits or entitlements (collectively, "Subsequent Approvals") necessary or desirable to the development of the Project site. The Subsequent Approvals may include, without limitation, the following: design review approvals; improvement agreements and other agreements relating to the Project; use permits; grading permits; building permits; lot line adjustments; sewer and water connection permits; certificates of occupancy; additional subdivision maps (including tentative, vesting tentative, parcel, vesting parcel, and final subdivision maps); preliminary and final development plans; rezonings; development agreements; landscaping plans; encroachment permits; re-subdivisions; and amendments to, or repealing of, the Current Approvals or the Subsequent approvals.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing goals and objectives and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the County, intending to be legally bound, hereby mutually agree as follows:

1. Regulation of Development

a. Vested Rights. The developer shall have the irrevocable vested right to have preliminary and final site plans approved and to develop and construct the Project in accordance with:

- (1) existing Planned Unit Development Regulations of the County (“Land Use Regulation”), including the development standards attached as EXHIBIT C hereto;
- (2) Title 13 of the Tooele County Code as it pertains to the approval and development of PUDs attached as EXHIBIT D hereto; and
- (3) the other terms and conditions of this Agreement.

It is the intent of the parties hereto to vest the Developer with the irrevocable right to develop the Project to the full extent permitted under Tooele County and Utah Law. Except in the case of an emergency which threatens the public health and safety, no moratorium, ordinance, resolution, or other Land Use Regulation or limitation on the timing or sequencing of development adopted after the date of this Agreement shall apply to or govern the Development of the Project or any Development Approval. To the extent this Agreement or the Project requires any rezoning of the Property, the County agrees to take all steps necessary to cause such rezoning to take place. All provisions of the Land Use Regulations with respect to density, land use, and development standards and guidelines, as they apply to the project, shall apply except as modified by the approved PUD concept plan and this Agreement.

b. Term of Agreement. The vested rights described in Section 1(a) shall be effective for a period of fifteen (15) years following the date of this agreement with an option on the part of the Developer or the County to extend such vested rights for an additional ten (10) years if the terms of this Agreement have been substantially complied with and the Developer is proceeding with a reasonable diligence in the Development of the Project in the phases as contemplated by this Agreement.

c. Phased Development; Timing of Development. The County acknowledges that Benches at South Rim Planned Unit Development will be developed in phases, and that the most efficient and economic development of the various phases of Benches at South Rim Planned Unit Development depends on numerous factors, such as market and demand, interest rates, competition, and similar factors. Accordingly, the timing, sequencing, and phasing of the Project shall be as

determined by the Developer in its sole subjective business judgment and discretion. Notwithstanding the foregoing, the parties agree that the Benches at South Rim Planned Unit Development shall be subject to Title 13 of the Tooele County Code and The Uniform Zoning Ordinance of Tooele County in existence as of the effective date of this agreement (See Exhibit "C" hereto). The Developer also agrees that they will not allow six months to go by where they don't appear before the planning commission with a new submission or an update to the progress of the development.

2. County's Obligations. The County agrees as follows:

a. Other Financing Alternatives. Upon the request of the Developer, the County shall cooperate in annexing to, or exploring the use thereof, of special improvement districts, special service districts, and other similar Development-related public procedures and institutions for the financing of the construction, improvement, or acquisition of infrastructure, facilities, lands, and improvements to serve the Project, whether or not located on the Property.

b. Utility Franchises. The County shall promptly grant such utility and telecommunication franchises as are necessary for the Development.

c. Inspection. The services of qualified inspectors or inspection services for offsite improvements shall be obtained by the County to perform all required inspections and tests for the Project. Such inspectors shall diligently pursue completion of the same.

d. Standard Governing Approvals. When required, the consent or approval of the County shall not be unreasonably withheld, conditioned or delayed. When approval is withheld or conditioned, the County shall at the time of withholding or conditioning its approval set forth in writing the requirements, changes or conditions which, if satisfied, would cause its approval to be granted.

e. County Roads. The County shall not require the Developer to initiate or complete the Developer's improvements to (1) that section of Silver Avenue directly adjacent to the project, undeveloped at the time of this agreement, west of Hogan Road (see Concept Map) or (2) the realignment to a 90° approach of the intersection between Hogan Road and Silver Avenue until the completion of the final phase of the project, which is currently designated as "Phase 6." Upon the completion of Phase 6, and after the Developer makes the required improvements to that portion of Silver Avenue directly adjacent to the project, the County shall, at the same time or immediately thereafter, make any additional improvements to the remainder of Silver Avenue. Upon completion of the Developer's improvements to Silver Avenue, the County agrees to vacate and abandon the unimproved segment of Silver Avenue located on Developer's property (the "Old County Road"). The County agrees that Silver Avenue, as improved by both the Developer and the County, shall serve as the exclusive means of public access to the project and shall not require the Developer to improve, create, install, or in any way dedicate additional means of public access to the project.

f. Reimbursement for Non-Project Use of Project Infrastructure Improvements.

To the extent that the infrastructure improvements installed or built by the Developer as part of the Project are sized or otherwise required or utilized to accommodate future development outside of the Project, an example of which being the improvements to Silver Avenue, the Developer shall be entitled to reimbursement from the third-party developer of such development of that development's pro-rata share of the cost relating to such improvements.

3. The Developer's Obligations.

a. Infrastructure Improvements. The County and the Developer shall work together to cooperatively design, engineer, and construct (or cause to be designed, engineered and constructed) on a phase-by-phase basis the improvements identified in EXHIBIT "D" hereto. The Developer shall allow public access and use of the trails developed into the Project upon completion of a County trail system that connects with Developer's trails. All other dedicated Open Spaces will remain strictly for the private use of the residents of the Project. The County agrees to transfer at no cost the property identified in EXHIBIT "E", which has been used as a county gravel pit and is now encroaching on Developer's property. Developer will be allowed to use the pit run material from this gravel pit for the improvement of the roads within the Project and the improvements made to Silver Avenue. Upon completion of the Project, Developer will close the gravel pit in accordance with the specifications for closure as provided by the County.

b. Development Exactions. Unless later agreed to otherwise by both parties, the Developer has fully satisfied all Development Exactions imposed by the County as a condition of Development for the Project. The Developer shall have no obligation to participate in, pay, contribute, or otherwise provide any further Development Exactions imposed by the County, now or in the future, with respect to the Project as vested and approved under the terms of this Agreement.

c. Dedication of Open Space Parcels. The Developer agrees to set aside approximately 37.79 percent (%) of the Property as open space (the "Open Space"), comprising approximately 368 acres of land.

(1) Location. The tentative location of Open Space Parcels shown on the site plan of the Project shall not be binding on the Developer. The actual configuration, location and legal descriptions of each Open Space Parcel shall be determined by mutual agreement of the Developer and the County as final plans for each phase of the Project are approved.

(2) Use of Open Space Parcels. Open Space Parcels may be used for parks (either general public or community), trails, public purposes, such as storm water detention (excluding roads), public schools, churches, equestrian parks and similar public or community usage. Open Space Parcels shall remain representative of the natural or native landscape, except where improved for the purposes outlined above.

(3) Title to Open Space Parcels. Except as otherwise provided in 3 d. 2. above, Open Space Parcels may be created by conveyance in fee simple to the County, special district, or another governmental, quasi-governmental or community association, by grant of an open space easement to any of the foregoing persons or by execution of a declaration restricting use of Open Space Parcels. If an easement or restriction is created by grant or declaration, the Developer or its successors or assigns may retain fee title to the Open Space Parcel.

(4) Easements. The Developer shall also grant to the County, special district, or another governmental, quasi-governmental or community association, such mutually acceptable easements on, over and across adjacent property owned by the Developer for ingress, egress, installation, maintenance and repair of any public facilities associated with the Open Space Parcels to be conveyed to the County, special district, or another governmental, quasi-governmental or community.

(5) Conservation Easement. In accordance with the Land Conservation Easement Act, Title 57, Chapter 18 Utah Code Annotated, the Developer shall grant to the County a conservation easement on all parcels, lots, or ground that is to be preserved as Open Space Parcels by an incremental schedule agreed upon by both the Developer and the County at the time of the approval of each phase of the development. The conservation easement shall remain with the County in perpetuity and shall not be held by the developer, special district, or another governmental, quasi-governmental or community association. Each conservation easement shall be prohibitive of any commercial, industrial and residential development and stipulate the limitations of what structures and uses shall be permitted by virtue of the conservation easement. Failure to stipulate an incremental schedule shall mean that the grant of the easement is to be given at the time of final subdivision approval by the Board of County Commissioners.

(6) Development of Open Space Parcels. The Developer shall place, build, install or develop all parcels, lots, or ground that is to be preserved as Open Space Parcels according to the stipulations of approval by the County or by agreement with the school district, the Service Agency or other special district, or any other governmental, quasi-governmental or community association at the time of the approval of each phase of the development. Each entity shall be solely responsible for performance bonds, inspections and acceptance of the improvements for which they hold jurisdiction over.

(7) Maintenance of Open Space Parcels. Except as to what is stipulated in the easements to those portions of an Open Space Parcel conveyed to the County, the school district, the Service Agency or other special district, or any other governmental, quasi-governmental or community association, the maintenance and repair of the property shall be the responsibility of the holder in fee title. Notwithstanding the foregoing, the County shall have no maintenance obligations unless specifically agreed to, in writing, by the County.

d. County Roads. The Developer shall improve (1) that section of Silver Avenue directly adjacent to the project (see Concept Map) and (2) the intersection of Hogan Road

and Silver Avenue, this intersection to be brought as close to a 90 degree angle as is reasonable given the existing location of Hogan Road. The improvements shall be made upon the completion of the final phase of the project, which is currently designated as "Phase 6." The Developer's improvements to Silver Avenue and the intersection between Hogan Road and Silver Avenue shall be made in accordance with the specifications for such improvements as provided by the County. The County agrees that Silver Avenue, as improved by both the Developer and the County, shall serve as the exclusive means of public access to the project and shall not require the Developer to improve, create, install, or in any way dedicate additional means of public access to the project.

e. Agreements with Service Providers. The Developer agrees to enter into contracts to provide essential services to the Property with public entity service providers including water, natural gas, electricity and telephone services.

4. Concept Plan Review Requirement Satisfied. Based upon: (i) the County Commission's approval of the Developer's application to rezone the Property to R-5 which recognizes an underlying .35 unit per acre density for the entire Project, (ii) the Tooele County Planning Commission's Approval of the Developer's Concept Plan pursuant to the Developer's application (P.U.D. No. #0197-97) and (iii) the approval and execution by the County of this Agreement, the parties hereby acknowledge and agree that all requirements of the Tooele County Zoning Ordinance, including Chapters 9.6 and 13 thereof, for Concept Plan review by the County, have been fully satisfied for purposes of the Project. Any future amendments to the concept plan shall also require an amendment to this agreement. Any concept plan that is presented that does not amend this agreement shall be void and shall not establish any vested right in such plan.

5. Default and Remedies. Due to the size and scope of the Project, including the infrastructure improvements that must be made in the initial phases of the Project, the parties agree that damages would not be an adequate remedy for either party if the other party fails to carry out its obligations under this Agreement. The parties further agree that specific performance shall be the preferred remedy, rather than damages, in the event of either party's failure to carry out its obligations hereunder. Each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement. The County shall have no right or power hereunder whatsoever to compel the Developer to either start or complete the Project or to seek any damages from the Developer for the failure to start or complete the Project or any part of the Project.

6. Transfer and Assignment. The Developer may, from time to time, convey and transfer all or portions of the Property, and freely assign all rights granted by this Agreement with respect to the portions of the Property so conveyed or transferred, to third-party successors-in-interest. Any such assignment shall be made expressly subject to the applicable terms and provisions of this Agreement. Notice of any such transfer and assignment shall be given, in writing, to the County. The rights of the County under this Agreement shall not be assigned.

7. Miscellaneous.

a. Binding Effect; Interpretation. This Agreement shall inure to the benefit of and be binding upon the Developer and its successors and assigns. This Agreement shall likewise be binding upon any governmental entity that succeeds the County in any respect as to jurisdiction over the Property. The fact that one party or the other may have drafted the provisions of this agreement shall not affect the interpretation of its provisions.

b. Further Assurances. Each party hereto shall take all such further acts as shall be reasonably necessary in order to carry out more effectively the intent and purposes of this Agreement and the actions contemplated hereby.

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

d. Integration. This Agreement (together with all Exhibits hereto, which exhibits are hereby incorporated herein by reference) constitutes the entire agreement between the County and the Developer concerning the Development of the Project, and supersedes all prior understandings, agreements, or representations, verbal or written, concerning the Development of the Project.

e. Amendment. Except as expressly provided herein, this Agreement shall not be amended except in writing signed by a duly authorized officer of the Developer and a duly authorized representative of the County.

f. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such adjudgment shall not affect any other part or provision of this Agreement except that part or provision so adjudged to be unconstitutional, invalid or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

g. Force Majeure. Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to causes beyond the control and without the fault of negligence of the party affected, including, without limitation, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes, embargoes or unusually adverse weather conditions. Upon the occurrence of any such cause, the party affected thereby shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end. During the existence of such an event, each party shall bear its own costs resulting therefrom. Each party shall make every reasonable effort to keep delay in performance as a result of such cause to a minimum.

h. Recordation of Notice of Agreement. A notice of this Agreement shall be recorded against the Property as described in Exhibit "A."

i. Attorney's Fees. In the event either party shall default in the performance of its obligations hereunder and litigation is commenced, the non-breaching party, in addition to its other rights and remedies at law or in equity, shall have the right to recover all costs and expenses incurred by such non-breaching party in connection with such proceeding, including reasonable attorney's fees.

j. Authorization of Execution.

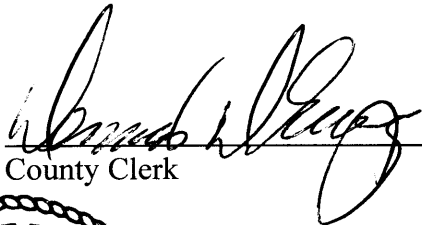
(1) County. The execution of this Agreement by the County has been authorized by a lawful vote of the Board of County Commissioners of Tooele County, Utah, at a regularly scheduled meeting of that body, pursuant to notice, held on the 3 day of July, 2001.

(2) L & B Development Company. The execution of this Agreement by L & B Development Company, Inc. has been authorized by a corporate resolution duly adopted by L & B Development Company, Inc., dated the 3 day of July, 2001, a true and correct copy of the resolution is attached hereto as EXHIBIT "F" and incorporated by reference herein.

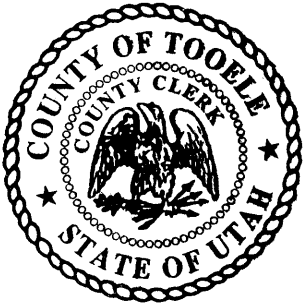
IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives effective as of the date first above written.

ATTEST:

TOOELE COUNTY, a political subdivision
of the State of Utah


County Clerk


Dennis Rockwell, Chairman



L & B DEVELOPMENT COMPANY, INC.,
a Utah Corporation

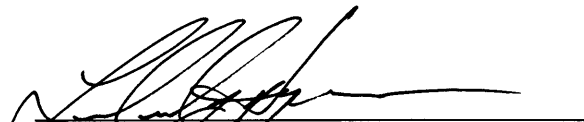

Leland J. Hogan, President

EXHIBIT A - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

SETBACK AND USE RESTRICTIONS FOR THE BENCHES AT SOUTH RIM PLANNED UNIT DEVELOPMENT

For those lots that are between 1 and 4.99 acres, the following are the development restrictions:

- (1) Minimum width: 125 feet.
- (2) Minimum frontage on a public street or an approved private street: 25 feet.
- (3) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 30 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 15 feet.
- (4) On corner lots, two front yards and two side yards are required.
- (5) Maximum building height: 35 feet.
- (6) Maximum building coverage: 20 percent.
- (7) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities; and
 - (e) wastewater disposal.

For those lots that are between 5 and 9.99 acres, the following are the development restrictions:

- (1) Minimum width: 220 feet.
- (2) Minimum frontage on a public street or an approved private street: 50 feet.
- (3) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 50 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 20 feet.
- (4) On corner lots, two front yards and two side yards are required.
- (5) Maximum building height: 35 feet.
- (6) Maximum building coverage: ten percent.
- (7) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities; and
 - (e) wastewater disposal.

For those lots that are 10 acres or more, the following are the development restrictions:

The development restrictions in RR-10 zoning districts are as follows:

- (1) Minimum width: 330 feet.
- (2) Minimum frontage on a public street or an approved private street: 60 feet.
- (3) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 60 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 25 feet.
- (4) On corner lots, two front yards and two side yards are required.
- (5) Maximum building height: 35 feet.
- (6) Maximum building coverage: five percent.
- (7) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities; and
 - (e) wastewater disposal.

Uses conditionally exempt from frontage, width and area requirements.

(1) A bona fide division or partition of land for the purpose of siting an unmanned facility appurtenant to a pipeline, electrical service, telecommunications, transmission line, radio transmission, regeneration, fiberoptic equipment that is owned or operated by a public or private utility service regulated by the Public Utility Commission or Federal Communications Commission, may be sited on a parcel less than that required by this Chapter, with no frontage, subject to the following:

- (a) The parcel shall have a legal access to it.
- (b) In multiple use and agricultural zoning districts, the site shall be fenced and approved through a conditional use permit.
- (c) In rural residential zoning districts or where a residential or manned structure is within 800 feet, the site shall be large enough that the height of the

EXHIBIT A - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

tallest structure placed in a vertical position from its base, plus ten feet will mark the minimum property edge. The site shall be fenced with chain link fencing, and screened by drought resistant landscaping and trees.

USE TABLES, CODES, SYMBOLS AND RESTRICTIONS

Section

- 1. Codes and symbols.
- 2. Uses.
- 3. Use tables.
- 3.1. Agriculture, forestry and keeping of animals.
- 3.2. Commercial and industrial uses.
- 3.3. Dwellings, living quarters and long or short-term residences.
- 3.4. Public and quasi-public uses.
- 3.5. Recreational, camping and amusement uses.
- 3.6. Utilities and utility services.

1. Codes and symbols.

(1) In this Part are uses allowed in the various districts as follows:

(a) "permitted uses", indicated by a "P" in the appropriate column; or

(b) "conditional uses", indicated by a "C" or "C1" in the appropriate column.

(2) Conditional uses marked by "C" means issuance by planning commission. Those marked "C1" means it may be approved administratively by the zoning administrator.

(3) If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-".

(4) If a regulation applies in a given district, it is indicated in the appropriate column by a alphanumeric character that will show the linear feet, or square feet, or acres required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a dash, "-".

2. Uses.

No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural, or rural residential districts except as provided in this Chapter.

3. Use tables.

Table 3.1. Agriculture, forestry and keeping of animals.				
#	Use	Minimum lot size		
		1	5	10
a	Fruit or vegetable stand	C	C	C
b	Household pets (no more than 2 dogs)	P	P	P
c	Personal agriculture, including grazing and pasturing of animals	P	P	P
d	Accessory buildings and uses customarily incidental to permitted uses	P	P	P
e	Accessory uses and buildings customarily incidental to conditional uses	C	C	C

EXHIBIT A - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

Table 3.2. Commercial and industrial uses.				
#	Use	Minimum lot size		
		1	5	10
a	Home occupations	C1	C1	C1

Table 3.3. Dwellings, living quarters and long or short term residences.				
#	Use	Minimum lot size		
		1	5	10
a	Single family dwellings	P	P	P
b	Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work	C1	C1	C1

Table 3.4. Public and quasi-public uses.				
#	Use	Minimum lot size		
		1	5	10
a	Public owned parks and recreational facilities	P	P	P
b	Public use, quasi-public use, essential services.	C	C	C
c	Accessory buildings and uses customarily incidental to permitted uses	P	P	P
d	Accessory uses and buildings customarily incidental to conditional uses	C	C	C

Table 3.5. Recreational, camping and amusement uses.				
#	Use	Minimum lot size		
		1	5	10
a	Private or public community park, recreational grounds, or open space owned and operated by a governmental entity or community association.	C	C	C
b	Accessory buildings and uses customarily incidental to permitted uses	P	P	P

EXHIBIT A - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

Table 3.5. Recreational, camping and amusement uses.				
#	Use	Minimum lot size		
		1	5	10
c	Accessory uses and buildings customarily incidental to conditional uses	C	C	C

Table 3.6. Utilities and utility services.				
#	Use	Minimum lot size		
		1	5	10
a	Power generation for on-site use:			
	i solar	P	P	P
	ii wind driven under 5.9 KVA	-	-	P
	iii auxiliary, temporary, and/or wind, with more than 6 KVA, but less than 10 KVA output	P	P	P
b	Public, quasi-public, and public service utility lines, pipelines, power lines and etc., which extend more than 500 feet that are used to transport their material, service or supply	C	C	C
c	Accessory buildings and uses customarily incidental to permitted uses	P	P	P
d	Accessory uses and buildings customarily incidental to conditional uses	C	C	C

**EXHIBIT B - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT
COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT**

**TOOELE COUNTY PLANNING COMMISSION
47 SOUTH MAIN STREET, TOOELE, UTAH 84074
(435) 843-3160**

BUSINESS MEETING

March 1, 2000

The Tooele County Planning Commission (TCPC) business meeting was called to order by Chairperson Joy Clegg at 8:32 p.m.

Roll Call / Members in attendance:

Mark Eatough George Mattena Marlene Thomas Christy Kane
Craig Vorwaller Joy Clegg

Staff: Nicole Cline Thomas Cluff Mariea King

1. Approval of the meeting minutes for February 16, 2000.

Motion by Craig to approve the meeting minutes as written. Motion seconded by George. All in favor.

2. Amendment to South Rim Subdivision Phase I (concept) - SUB# 0197-97 - change type of development to Planned Unit Development (PUD). Change the concept plan of the development. Section 27 & 28 T4S, R5W - Stockton. Leland and Joyce Hogan.

Nicole stated that the applicant is requesting that the concept approval of South Rim be reconsidered as a planned unit development.

This proposal will create smaller lots, which supports the county's need for moderate housing needs. The market will not support a total development of 5 acre lots with out some mix of lot size, which is evidenced by the applicant in getting financial backing.

The design will still foster open space while making the installation of a culinary water system feasible, the maintenance affordable.

The proposal follows a "village" concept where the residents will have a greater sense of community.

Nicole stated that staff recommends the approval of this change in application with the following conditions:

As each phase is presented to the planning commission, it shall resolve setbacks that

pertain to the adjusted size of lots within it;

The applicant shall not present any lots smaller than 43,560 square feet;

The applicant shall not allow the amount of open space to diminish below 37.79 percent of total land area within the development;

The applicant shall keep a tally on open space which will allow land banking open space for density credit on developed areas; and

Before any phase can be considered for preliminary approval, a development agreement shall be agreed to by the applicant and the county commission.

Motion by Christy to APPROVE the amendment to South Rim Subdivision (concept) - SUB# 0197-97 - change type of development to Planned Unit Development (PUD). Change the concept plan of the development. Section 27 & 28 T4S, R5W - Stockton with the conditions reviewed. Motion seconded by George.

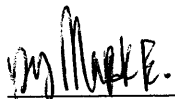
Vote by verbal roll call:

George Mattena	Yes	Marlene Thomas	Yes	Mark Eatough	Yes
Christy Kane	Yes	Craig Vorwaller	Yes	Joy Clegg	Yes

MOTION PASSED

ADJOURNMENT:

Motion to close the business meeting was made. The business meeting closed at 8:45 p.m.



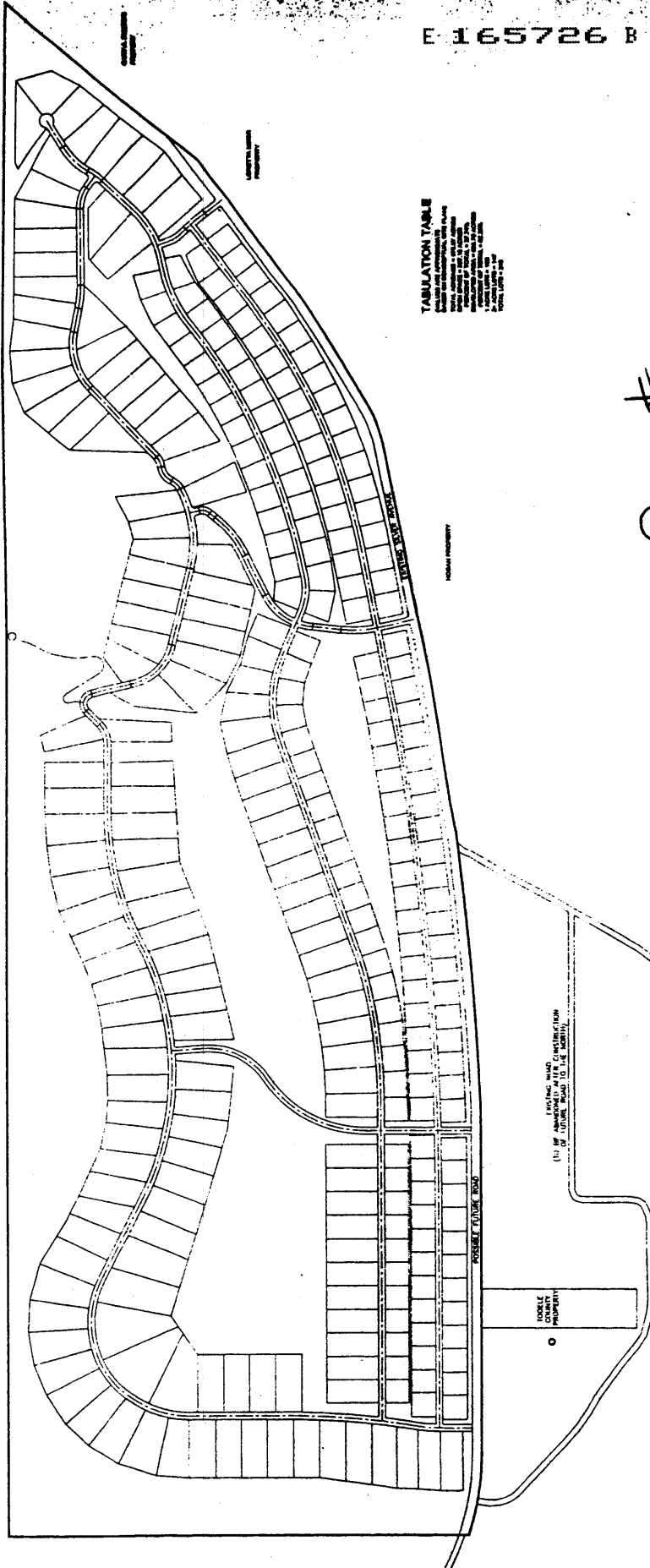
Chairperson, Tooele County Planning Commission

THE BENCHES AT SOUTH RIM

MASTER PLAN - CONCEPT



STREET A & SOUTH RIM PROPERTY



TABULATION TABLE
SHEET NO. 1 OF 1
DATE: 10/15/03
PROJECT: THE BENCHES AT SOUTH RIM
DRAWN BY: J. WILSON
CHECKED BY: J. WILSON
SCALE: AS SHOWN
PROJECT NO.: 03-001

SUB#197-97

**WILDING
ENGINEERING, INC.**
1111 WEST 1000 SOUTH
SALT LAKE CITY, UT 84119
(801) 487-1111

PROJECT TITLE	MASTER PLAN CONCEPT
PROJECT NO.	THE BENCHES AT SOUTH RIM
DATE	10/15/03
DRAWN BY	GW
CHECKED BY	RF
SCALE	AS SHOWN
PROJECT NO.	03-001
PROJECT NAME	THE BENCHES AT SOUTH RIM
LOCATION	NEAR STOCKTON TOOLE COUNTY, UTAH
DATE	10/15/03

**EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY,
INC., THE BENCHES AT SOUTH RIM PROJECT**

CHAPTER 9

PLANNED UNIT DEVELOPMENTS

9-1 PURPOSE.

A planned development is a distinct category of conditional use. As such, it is intended to encourage the efficient use of land and resources, promote greater efficiency in public and utility services, preservation of open space, efficient use of alternative transportation and encouraging innovation in the planning and building of all types of development. Through the flexibility of the planned unit development technique, the County seeks to achieve the following specific objectives:

- (1)** creation of a more desirable environment than would be possible through strict application of other county land use ordinances and regulations;
- (2)** promotion of a creative approach to the use of land and related physical facilities resulting in better design and development, including aesthetic amenities;
- (3)** combination and coordination of architectural styles, building forms and building relationships;
- (4)** the creation, landscaping and preservation of open space and recreational facilities;
- (5)** preservation and enhancement of desirable site characteristics such as natural topography, vegetation and geologic features, and the prevention of soil erosion;
- (6)** use of design, landscape or architectural features to create a pleasing environment;
- (7)** preservation of buildings which are architecturally or historically significant contribute to the character of the County;
- (8)** establishment of interconnecting paths and trails for alternative transportation routes which lead to common and popular destinations and interface with

EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

automobile traffic at few and specific points;

(9) Provide a variety of housing, in accordance with the county's general or specific plans;

(10) inclusion of special development features; and

(11) elimination of blighted structures or incompatible uses through redevelopment or rehabilitation.

9-2 AUTHORITY TO MODIFY REGULATIONS.

(1) The planning commission shall have the authority in approving any planned development to change, alter, modify or waive any provisions of this ordinance as they apply to the proposed planned development. No such change, alteration, modification or waiver shall be approved unless the planning commission shall find that the proposed planned unit development:

- (a) will achieve the purposes for which a planned development may be approved pursuant to Section 9-1; and
- (b) will not violate the general purposes, goals and objectives of this chapter and of any plans adopted by the planning commission or the county commission.

(2) No change, alteration, modification or waiver authorized by this chapter shall authorize a change in the uses permitted in any district, a modification with respect to any standard established by this chapter, or a modification with respect to any standard in a zoning district made specifically applicable to planned developments, unless such regulations expressly authorize such a change, alteration, modification or waiver.

9-3 MINIMUM AREA¹.

A planned unit development proposed for any parcel or tract of land under single ownership or control shall have a contiguous minimum net site area for each

¹ Amended Ord. 99-8, March 9, 1999

EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

zoning district as set forth below:

<u>Zoning District</u>	<u>Minimum Planned Unit Development Size</u>
Multiple Use District, M-U-40	120 Acres
Multiple Use District, M-U-80	240 Acres
Multiple Use District, M-U-160	480 Acres
Agriculture District, A-20	60 Acres
Agriculture District, A-40	120 Acres
Rural Residential District, RR-1	10 Acres
Rural Residential District, RR-5	20 Acres
Rural Residential District, RR-10	40 Acres
Residential District, R-1-40	5 Acres
Residential District, R-1-20	5 Acres
Residential District, R-1-12	5 Acres
Residential District, R-1-10	5 Acres
Residential District, R-1-8	5 Acres
Multiple Residential District, RM-7	5 Acre
Multiple Residential District, RM-15	5 Acres
Multiple Residential District, RM-30	5 Acres
Neighborhood Commercial District, C-N	20,000 Square Feet
Shopping Commercial District, C-S	1 Acre
Highway Commercial District, C-H	1 Acre
General Commercial District, C-G	1 Acre
Manufacturing and Distribution, M-G	1 Acre
General Industrial District, M-G	1 Acre
Hazardous Industrial district, MG-H	1 Acre

9-4 PRE-APPLICATION CONFERENCE.

(1) Prior to submitting a planned unit development application, an applicant shall participate in a pre-application conference with the zoning administrator, county planner, county engineer, sheriff's department, fire district, and the health department. A member of the planning commission and a member of the county commission shall be invited to attend the pre-application conference. Representatives of other county departments and decision making bodies may also be present, where appropriate.

(2) The purpose of the pre-application conference is to enable the applicant to present the concept of the proposed planned unit development and to discuss the

EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

procedures and standards for the planned unit development approval. The conference is intended to facilitate the filing and consideration of a complete application. No representation made by the zoning administrator, county planner, county engineer, sheriff's department, fire district, the health department, the county commission, the planning commission or the representatives of any county departments or other decision making bodies during such conference shall be binding upon the county with respect to the application subsequently submitted.

(3) The zoning administrator shall schedule the pre-application conference within 14 calendar days after receiving the request from the applicant. At the time of the request for the pre-application conference, the applicant shall include a narrative summary of the proposal and a description of adjacent land uses and neighborhood characteristics.

9-5 DEVELOPMENT PLAN APPROVAL STEPS.

The development plan approval process requires three approval steps: a *Concept Plan*, *Preliminary Plan approval* and a *Final Plan approval*.

9-6 CONCEPT PLAN.

(1) The concept plan is intended to provide the applicant an opportunity to submit and obtain review of a plan showing the basic character and scope of the proposed planned unit development without incurring undue cost. At the election of the applicant, the concept plan may be submitted to the planning commission for its review, and decision following a public hearing.

(2) An application for submittal of a concept plan shall include schematic drawings at a scale of not smaller than 100 feet to the inch, of the proposed development concept, showing buildings located within 85 feet of the site exclusive of intervening streets and alleys, the general location of vehicular and pedestrian circulation and parking; public and private open space; and residential, commercial, industrial and other land uses, as applicable, and a tabulation of the following information:

- (a) total number of dwelling units and rooming units proposed, by type of structure and number of bedrooms;
- (b) total square feet of building floor area proposed for commercial uses,

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recreation and accessory uses and industrial uses, by general type of use;

- (c) proposed number of off-street parking and loading spaces for each proposed type of land use;
- (d) total land area, expressed in square feet and as a percent of the total development area, proposed to be devoted to residential uses, by type of structure; commercial uses; industrial uses; other land uses; public and private open space; streets, sidewalks, trails and paths; and off-street parking and loading area; and
- (e) total project density or intensity of use.

(3) The applicant shall submit an application for planning commission consideration, 14 calendar days prior to the next planning commission meeting. Upon receipt of an application, the zoning administrator shall forward the concept plan application accompanied by staff recommendations to the planning commission seven days prior to the next scheduled planning commission meeting.

(4) Upon review, the planning commission shall either approve the concept plan, approve the concept plan subject to modifications or conditions, or disapprove the concept plan.

(5) If the Planning Commission denies the application for the concept plan, it shall refer it through the zoning administrator to the applicant for consideration of specific matters necessary to be resolved before approval may be granted. The applicant shall have 14 days following the receipt of the zoning administrator's notice within which to correct the deficiencies identified. If the applicant fails to correct the deficiencies within the 14 day period, unless extended by the planning commission, the concept plan shall automatically expire and be rendered void. If the planning commission approves the concept plan, with or without modifications or conditions, it shall adopt a motion establishing the land uses and density for the proposed planned unit development and authorizing the applicant to submit an application for a preliminary plan consistent with the approved concept plan. Every such motion shall be expressly conditioned upon approval of the preliminary plan.

(6) Unless the applicant fails to meet time schedules for filing the preliminary plan or in any other manner fail to comply with any condition or approval required

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under this chapter, the county shall not, without the consent of the applicant, take any action to modify, revoke or otherwise impair the approved concept plan pending the application for approval of the preliminary plan. In submitting an application for preliminary plan approval, the applicant shall be bound by the approved concept plan with respect to each such element.

(7) Subject to an extension of time granted by the planning commission, unless a preliminary plan covering the area designated in the concept plan has been filed within one year from the date the planning commission grants concept plan approval, the planning commission's approval of the concept plan shall automatically expire and be rendered void.

9-7 PRELIMINARY PLAN.

(1) The applicant must file an application for preliminary plan with the planning commission. The preliminary plan application shall be submitted on a form provided by the zoning administrator, accompanied by four 24" X 36" copies and eight 11" X 17" copies of the plan and documents for processing of the application, and shall include at least the following information set forth below:

- (a) the applicant's name, address, telephone number and interest in the property;
- (b) the owner's name, address and telephone number, if different than the applicant, and the owner's signed consent to the filing of the application;
- (c) the street address and legal description of the subject property;
- (d) the zoning classification, zoning district boundaries and present use of the subject property;
- (e) a vicinity map with north point, scale and date, indicating the zoning classifications and current uses of properties within 85 feet of the subject property, exclusive of intervening streets and alleys;
- (f) the proposed title of the project and the names, addresses and telephone numbers of the architect, landscape architect, planner or engineer on the project;

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- (g) a preliminary plan at a scale of 50 feet to the inch or larger, unless otherwise approved by the zoning administrator, setting forth at least the following, unless waived by the zoning administrator:
- i the location, dimensions, and total area of the site;
 - ii the location, dimensions, floor area, type of construction and use of each proposed building or structure;
 - iii the number, the size and type of dwelling units in each building, and the overall dwelling unit density;
 - iv the proposed treatment of open spaces and the exterior surfaces of all structures, with sketches of proposed landscaping and structures, including typical elevations;
 - v architectural graphics, if requested by the zoning administrator, including typical floor plans and elevations, profiles and cross-sections;
 - vi the number, location and dimensions of parking spaces and loading docks, with means of ingress and egress;
 - vii the proposed traffic circulation pattern within the area of the development, including the location and description of public improvements to be installed, including any streets and access easements;
 - viii a traffic impact analysis;
 - ix the location and purpose of any existing or proposed dedication of easement;
 - xi the general drainage plan for the development tract;
 - xii the location and dimensions of adjacent properties, abutting public rights-of-way and easements, and utilities serving the site;

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- xiii** significant topographical or physical features of the site, including existing trees;
 - xiv** soils and subsurface conditions;
 - xv** the location and proposed treatment of any historical structure or other historical design element or feature; and
 - xvi** one copy of the preliminary plan colored or shaded but unmounted for legibility and presentation at public meetings.
- (h)** A plat of the surveyed piece or parcel of land, lot, lots, block, blocks, or parts or portions thereof, drawn to scale, showing the actual dimensions of the piece or parcel of land, lot, lots, block, blocks, parts or portions thereof, according to the registered or recorded plat or such land.
- (i)** A preliminary plat of the subdivision showing that the planned unit development consists of and is conterminous with a single lot described in a recorded plat of subdivision, or a proposed redivision or consolidation to create a single lot or separate lots of record in suitable form ready for review.
- (j)** The application shall also contain the following information as well as such additional information, drawings, plans or documentation as may be requested by the zoning administrator or the planning commission if determined necessary or appropriate for a full and proper consideration and disposition of the application:
- i** a certificate of disclosure of ownership interest;
 - ii** when the proposed planned unit development includes provisions for common open space or recreational facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or recreational facilities. If it is proposed that such open space be owned and/or maintained by any entity other than a government authority, copies of the proposed articles of incorporation and by-laws of such entity shall be submitted;

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- iii** copies of any restrictive covenants that are to be recorded with respect to property in the proposed planned unit development;
- iv** when the planned unit development is to be constructed in stages or phases, a schedule for the development of such stages or phases shall be submitted stating the approximate beginning and completion time for each stage or phase. When a development provided for common open space, the total area of common open space provided at any stage of development shall, at a minimum, bear the same relationship to the total open space to be provided in the entire development as the stages or phases completed or under development bear to the entire development;
- v** a statement showing the relationship of the proposed planned unit development to any adopted general plan of the county;
- vi** a written statement addressing each of the standards set forth in Section 7-4, and such additional standards, if any, as may be applicable under the specific provisions of this ordinance. The statement shall explain specifically how the proposed planned unit development relates to and meets each such standard; and
- vii** a statement showing why the proposed planned unit development is compatible with other property in the neighborhood.

(2) Upon review of a preliminary plan application, the zoning administrator shall notify the applicant of any deficiencies and or modifications necessary to perfect the application. A planned unit development, as a conditional use, shall be subject to the standards for approval set forth in chapter 7-4. The zoning administrator shall place the application on the next planning commission work meeting agenda, after the item is moved to the next business meeting, the planning commission shall render a decision on the basis of the standards contained in chapter 7-4, to approve, approve with modifications or conditions, or deny the application. The planning commission shall not approve a preliminary plan unless it shall make written findings of fact with respect to each of the standards in chapter 7-4.

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(3) Upon receipt of an application for final plan certification the zoning administrator, shall review the application to determine if it is complete, including any modifications required in conjunction with the approval of the preliminary plan. Once it is determined to be complete, the final plan shall be placed on the next business agenda of the planning commission. The planning commission shall either certify that the final plan complies with the approved Preliminary Plan; or refuse to certify the final plan for lack of compliance with the preliminary plan as it was finally approved. A final plan as finally approved and certified in accordance with the provisions of this chapter shall not be modified except in accordance with section 9-8. The decision approving a planned unit development shall contain a legal description of the property subject to the planned unit development. The decision, along with the development plan, shall be recorded by the county in the office of the county recorder before any permits may be issued. The approval of the proposed planned unit development by the planning commission shall not authorize the establishment or extension of any use nor the development, construction, reconstruction, alteration or moving of any building or structure, but shall authorize the preparation, filing and processing of applications for any permits or approvals that may be required by the regulations of the county, including but not limited to a building permit, a certificate of occupancy and subdivision approval.

(4) If the planning commission determines that the final plan does not comply with the approved preliminary plan, and refuses to certify the plan, the zoning administrator shall notify the applicant in writing of it's decision, and identify the items of the approved preliminary plan with which the final plan does not comply. The applicant shall have 14 days following the receipt of the zoning administrator's notice within which to correct the deficiencies identified. If the applicant fails to correct the deficiencies within the 14 day period, unless extended by the planning commission, the final plan shall automatically expire and be rendered void.

(5) Any party aggrieved by the decision of the planning commission not to certify a final plan, may appeal to the board of county commissioners. No planned unit development conditional use permit shall be valid for a period longer than one year unless a building permit is issued and construction is actually begun within that period and is diligently pursued. However, upon written request of the applicant, the one year period may be extended by the planning commission for such time as it shall determine for good cause shown, without further hearing.

(6) Following final plan approval, the final plan, rather than any other provision of this ordinance, shall constitute the use, parking, loading, sign, bulk, space and

EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

yard regulations applicable to the subject property, and no use or development, other than home occupation and temporary uses, not allowed by the final plan shall be permitted within the area of the planned unit development.

9-8 ADJUSTMENTS TO DEVELOPMENT PLAN.

(1) No alteration or amendment shall be made in the construction, development or use without a new application under the provisions of this Chapter. However, minor alterations may be made subject to written approval of the planning commission and the date for completion may be extended by the planning commission. During build-out of the planned unit development, the planning commission may authorize minor adjustments to the approved final plan pursuant to the provisions for modifications to an approved site plan, when such adjustments appear necessary in light of technical or engineering considerations. Such minor adjustments shall be limited to:

- (a) adjusting the distance as shown on the approved final plan between any one structure or group of structures, and any other structure or group of structures, or any vehicular circulation element or any boundary of the site;
- (b) adjusting the location of any open space, but the size or amount which shall not be compromised;
- (c) adjusting any final grade; and
- (d) altering the types of landscaping elements and their arrangement within the required landscaping buffer area.

(2) Such minor adjustments shall be consistent with the intent and purpose of this chapter and the final plan as approved, and shall be the minimum necessary to overcome the particular difficulty and shall not be approved if such adjustments would result in a violation of any standard or requirement of this chapter.

(3) Any adjustment to the approved final plan not authorized by this section, shall be considered to be a major adjustment. The planning commission following notice to all property owners whose properties are located within 100 feet of the planned unit development exclusive of intervening streets and alleys, may approve an application for a major adjustment of the final plan, not requiring a modification of

EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

written conditions of approval or recorded easements, upon finding that any changes in the plan as approved will be in substantial conformity to the final plan. If the planning commission determines that a major adjustment is not in substantial conformity with the final plan as approved, then the planning commission shall review the request in accordance with the procedures set forth in Section 9-7.

**EXHIBIT C - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY,
INC., THE BENCHES AT SOUTH RIM PROJECT**

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CHAPTER 7

CONDITIONAL USES

Section

7 - 1. Definition of conditional use.

7 - 2. Permit required.

7 - 3. No presumption of approval.

7 - 4. Application.

7 - 5. Determination.

7 - 6. Fee.

7 - 7. Public hearing.

7 - 8. Appeals.

7 - 9. Compliance and inspection.

7 - 10. Substantial action required.

7 - 11. Notification required.

7 - 12. Amendment of a conditional use permit.

7 - 13. Revocation.

7 - 14. Special events - Temporary permits.

7 - 15. Professional filming.

7 - 1. Definition of conditional use.

A conditional use is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

7 - 2. Permit required.

A conditional use permit shall be required for all uses listed as conditional uses in the zoning district regulations where they are, or will be located, or if the use is specified as conditional use elsewhere in this Uniform Zoning Ordinance of Tooele County.

7 - 3. No presumption of approval.

The listing of a conditional use in any table of permitted and conditional uses found at the end of each chapter of this Uniform Zoning Ordinance of Tooele County for each category of zoning district does not constitute an assurance or presumption that such conditional use will be approved. Rather, each proposed conditional use shall be evaluated on an individual basis, in relation to its compliance with the standards and conditions set forth in this chapter and with the standards for the district in which it is located, in order to determine

whether the conditional use is appropriate at the particular location. (Ord.2001-13, 3/27/01)

7 - 4. Application.

(1) Application for a conditional use permit shall be made to the Tooele County zoning administrator. The zoning administrator shall submit the application to the planning commission and schedule it for the commission's work meeting. The planning commission may authorize the zoning administrator to grant, attach conditions to, or deny conditional use permits, subject to such limitations or qualifications as they deem necessary.

(2) Each application for a conditional use permit shall be accompanied by maps, drawings, statements or other documents as required by the planning commission. Submittals must be filed with the zoning administrator for staff and public review by noon of the fourteenth day prior to the planning commission meeting. (Ord.2001-13, 3/27/01)

7 - 5. Determination.

(1) The planning commission, or upon authorization, the zoning administrator, may permit a use to be located within a zoning district in which a conditional use permit is required by the use regulations of that zoning district or elsewhere in these ordinances.

(2) In authorizing any conditional use the planning commission or zoning administrator shall impose such requirements and conditions as are necessary for protection of adjacent properties and the public welfare. A conditional use permit shall not be authorized unless sufficient evidence is presented to establish that:

(a) such use will not, under the circumstances of the particular case, be detrimental to the health, safety, comfort, order or general welfare of persons residing or working in the vicinity;

(b) the conditions for the use will:

(i) comply with the intent, spirit and regulations of the Uniform Zoning Ordinance of Tooele County and the zoning district where the use is to be located;

(ii) make the use harmonious with the neighboring uses in the zoning district;

(c) nuisances that would not be in harmony

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with neighboring uses will be abated by the conditions imposed;

(d) protection of property values, the environment and the tax base for Tooele County will be assured;

(e) the conditions shall be in compliance with the general plan of Tooele County;

(f) some form of a guarantee is made assuring compliance to all conditions that are imposed; and

(g) the conditions imposed are not capricious, arbitrary or contrary to any precedent set by the planning commission on prior permits, which are similar in use and district, unless prior approvals were not in accordance with the provisions and standards of this Uniform Zoning Ordinance of Tooele County. (Ord.2001-13, 3/27/01)

7 - 6. Fee.

The application for conditional use permit shall be accompanied by the appropriate fee as established by the board of county commissioners.

7 - 7. Public hearing.

A public hearing on the conditional use permit application may be held if the zoning administrator or planning commission shall deem a hearing to be necessary and in the public interest. (Ord.2001-13, 3/27/01)

7 - 8. Appeals.

(1) Any person aggrieved by a decision of the planning commission or the zoning administrator regarding the issuance, denial or revocation or amendment of a conditional use permit may appeal such decision to the board of county commissioners whose decision shall be final. All appeals to the county commission must be in writing and filed with the county commission within 30 days of the date of the decision appealed from.

(2) The decision of the county commission may be appealed to the district court provided such appeal is filed within 30 days of the county commission decision. The appeal shall be filed with the county commission and with the clerk of the district court. (Ord.2001-13, 3/27/01)

7 - 9. Compliance and inspection.

Following the issuance of a conditional use permit:

(1) The Department of Engineering shall receive an application for a building permit, if applicable, and insure

that development is undertaken and completed in compliance with the conditional use permit, the Uniform Zoning Ordinance of Tooele County, and the building codes.

(2) The zoning administrator shall make periodic inspections to insure compliance with all conditions imposed. An Investigation Report will be issued to those who are out of compliance. If the discrepancy is not corrected in an allotted time, an Order to Show Cause will be issued for action by the planning commission. (Ord.2001-13, 3/27/01)

7 - 10. Substantial action required.

Unless there is substantial action under a conditional use permit within one year of its issuance, the permit shall expire. The planning commission may grant one extension up to six months, when deemed in the public interest.

7 - 11. Notification required.

When the planning commission considers an application for a conditional use permit at the work meeting, notification shall be mailed to all landowners appearing on the tax rolls of Tooele County that adjoin the property or are within an area that the planning commission and zoning administrator deem would be impacted. It is the intent to make notification to all landowners or residents in the area that may be directly impacted by the conditional use action. (Ord.2001-13, 3/27/01)

7 - 12. Amendment of a conditional use permit.

(1) A use granted by a conditional use permit shall not be enlarged, changed, extended, increased in intensity or relocated unless a new conditional use permit application is made to, and approved by the planning commission.

(2) Notwithstanding Subsection (1), the zoning administrator may administratively consider, approve, or disapprove modifications or changes that are consistent with the purpose and intent of the Uniform Zoning Ordinance of Tooele County. Such determinations may be made only where the additions, modifications, or changes are determined not to have significant impact beyond the site.

(3) The planning commission may consider, approve with modifications, or disapprove amendments to a conditional use permit where the zoning administrator determines not to make an administrative

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determination as provided in Subsection (2) and where:

(a) the proposed modification or amendment complies with the intent and purpose of the Uniform Zoning Ordinance of Tooele County; and

(b) reasonable conditions are attached where and to the extent the planning commission finds that their imposition will directly mitigate or eliminate some aspect of the proposed amendment that violates the intent and requirements of this chapter. Impacts must be of the magnitude that without the mitigation or elimination thereof, the amendment to the conditional use permit could not be granted.

7 - 13. Revocation.

(1) A conditional use permit shall be revocable by the planning commission at any time due to failure of the permittee to observe any condition specified or failure to observe other requirements of the Uniform Zoning Ordinance of Tooele County in regard to the maintenance of improvements or conduct of the use or business as approved. The county shall also have a right of action to compel offending structures or uses to be removed at the cost of the violator or owner.

(2) No conditional use permit shall be revoked until a hearing is held by the planning commission. The permittee shall be notified in writing of such hearing. The notification shall state the grounds for complaint or reasons for revocation, and the time and location at which the hearing is to be held. At the hearing, the permittee shall be given an opportunity to be heard. The permittee may call witnesses and present evidence. Upon conclusion of the hearing, the planning commission shall determine whether the permit should be revoked.

7 - 14. Special events - Temporary permits.

(1) A temporary conditional use permit shall be required for any special event that may last longer than eight hours.

(2) A temporary conditional use permit shall be issued for no longer than six months but may be extended one time for an equivalent period.

(3) A temporary conditional use permit may be issued by the zoning administrator provided the applicant agrees in writing to the conditions and posts a \$500.00 bond to ensure compliance. If the applicant requests Tooele County provide extraordinary services or equipment, or if the planning commission or zoning administrator determines that extraordinary services or

equipment should be provided to protect public health or safety, the applicant shall pay a fee sufficient to reimburse Tooele County for the costs of such services. The bond shall not be released until the site has been inspected and remediation work has returned it back to its original condition.

(4) A temporary conditional use permit shall not be approved if the event will:

(a) materially endanger the public health or safety;

(b) substantially injure the value of the adjoining or abutting property;

(c) not be in harmony with the area in which it is to be located;

(d) not be in general conformity with the land use plan or any other plan officially adopted by the board of county commissioners or the planning commission;

(e) have hours of operation not compatible with the uses adjacent to the activity;

(f) create noise which disrupts the activities of adjacent land uses;

(g) potentially create an amount of litter or property damage that the applicant can not reasonably control or remove; and

(h) require more parking than can be accommodated;

(i) will interfere with the normal flow of traffic; or

(j) will interfere with the rights of adjacent and surrounding property owners.

7 - 15. Professional filming.

(1) A conditional use permit shall be required for professional filming to be performed in an area where the primary use is not that of an approved motion picture studio in a zoning district permitting such use. The permit shall be issued to cover the entire time that film crews are working and may be issued on an annual basis.

(2) The permit shall be issued by the zoning administrator provided the applicant files an application with the appropriate fee, agrees in writing to the conditions and posts a \$5,000.00 bond to ensure compliance with the permit's conditions. The amount of the bond may be adjusted by the zoning administrator for the particular request. The bond shall not be released until each site has been inspected and remediation work has returned the site back to its original condition.

(3) If the applicant requests Tooele County to

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provide services or equipment beyond that which is provided to the general public, or if the zoning administrator determines that those services or equipment should be provided to protect public health or safety, the applicant shall pay a fee sufficient to reimburse Tooele County for the costs of these services.

(4) The permit shall not be approved if the filming will:

- (a) materially endanger the public health or safety;
- (b) substantially injure the value of the adjoining or abutting property;
- (c) not be compatible with the current land uses in the area which it is to be located;
- (d) place permanent structures without a building permit;
- (e) have hours of operation not compatible with the uses on property adjacent to the activity;
- (f) create noise or glare which disrupts the activities of adjacent land uses;
- (g) potentially create an amount of litter or property damage that the applicant cannot reasonably control or remove; or
- (h) create more traffic congestion than can be accommodated or that will interfere with the normal flow of traffic.

(5) Structures left after completion of the filming of the site are considered and regulated as permanent and must pass all applicable building codes adopted by Tooele County for permanent structures.

(6) The application shall show an operation plan which addresses:

- (a) dates of filming;
- (b) permits issued by the Utah Department of Transportation for use of state roads;
- (c) coordination and agreement from applicable state and local law enforcement agencies;
- (d) areas where filming will take place with a site plan showing:
 - (i) parking for staff and crews;
 - (ii) equipment and vehicle parking;
 - (iii) service and production trailers;
 - (iv) location and number of sleeping trailers;
 - (v) site traffic patterns; and
 - (vi) storage of pyrotechnics and explosives.
- (e) method of trash disposal;
- (f) vendor, location and number of restroom

facilities;

- (g) hours of operation;
- (h) provisions and phone numbers for on-site security;
- (i) construction and demolition schedules and details for props and structures; and
- (j) names, permanent addresses, office, cellular, and fax phone numbers, e-mail, dates of birth, and driver license numbers for persons responsible for the activity.

(7) Prior to permit issuance, the zoning administrator shall have the site inspected and photographs taken. The zoning administrator shall notify the sheriffs department, the local fire department and the health department. Those departments shall have 48 hours to respond to the notification.

(8) Prior to releasing the bond, the zoning administrator shall have the site inspected and photographs taken to insure compliance with the permit.

(9) If the conditions of the permit have been violated, the zoning administrator shall leave notice in writing on the property and mail a copy to the responsible party ordering that the site be properly mitigated to the conditions given in the permit. The zoning administrator shall give a 30-day notice to comply, unless in his opinion the violation endangers the health or safety of the public, in which case such time frame may be shortened. At the conclusion of the time to comply, the zoning administrator shall have the site re-inspected and photographs taken. If the site is not in compliance, the zoning administrator shall post a request for proposal for the cleanup of the site.

(10) When the zoning administrator puts the cleanup of the site out to bid, he shall use those funds from the bond to accomplish that task in a timely manner. Any funds not used to mitigate the site shall be returned to the permittee. If the costs of the mitigation exceed the bond amount, the zoning administrator shall give an accounting of the costs to the permittee and the county attorney. The county attorney shall proceed with legal collection of the amount owed.

(11) As a condition of the issuance of the permit, the applicant shall:

- (a) provide traffic control and obtain properly issued permits to ensure the safety of the public;
- (b) maintain all pyrotechnics in secured enclosures;
- (c) demolish all structures and remove all

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materials after completion of the filming;

(d) provide restroom facilities for personnel, which shall be removed when filming is completed;

(e) remediate any site disturbance and re-vegetate with plant materials indigenous to the area; and

(f) obtain inspection by the zoning administrator, the health department, the sheriff's office and the building inspector for compliance with the permit and local laws, regulations and ordinances.

(12) Any stop order issued by any official or agency shall cause the operations of filming to cease immediately.

(13) The applicant shall agree to the conditions imposed by signing the following statement: "I (We) as the applicant(s) for a professional filming conditional use permit, have read and do hereby agree to, and understand the above terms and conditions without reservation and place my/our signature below as a act of such agreement. It is further agreed and understood that should I (we) violate any of the above conditions, all operations shall be immediately suspended. This permit is issued specifically to the applicant for the land indicated in the application and is not transferable."

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CHAPTER 15

MULTIPLE USE, AGRICULTURAL, AND RURAL RESIDENTIAL DISTRICTS

Part

- 15-1. Multiple Use Districts.**
- 15-2. Agricultural Districts**
- 15-3. Rural Residential Districts.**
- 15-4. Exemption from Area Requirements**
- 15-5. Use Tables, Codes, Symbols and Restrictions.**

PART 15-1

MULTIPLE USE DISTRICTS

Section

- 15-1-1. Purposes of multiple use districts.**
- 15-1-2. MU-40 development restrictions.**
- 15-1-3. MU-80 development restrictions.**
- 15-1-4. MU-160 development restrictions.**

15-1-1. Purpose of multiple use districts.

(1) The purposes of multiple use zoning districts are to establish areas in mountain, hillside, canyon, mountain valley, desert, and other open and generally undeveloped lands where human habitation would be limited in order to protect land and open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal and scattering of population; to encourage use of land, where appropriate, for forestry, grazing, agriculture, mining, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brush fires, damage to grazing, livestock raising, and to wildlife values; and to promote the health, safety, convenience, order, prosperity and general welfare of the inhabitants of the county.

(2) The multiple use districts in Tooele County are MU-40, MU-80 and MU-160.

15-1-2. MU-40 development restrictions.

The development restrictions in MU-40 zoning districts are as follows:

- (1) Minimum lot size: 40 acres (1,742,400 sq ft.). A

six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.

- (2) Minimum width: 660 feet.
- (3) Minimum frontage on a public street or an approved private street: 60 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet,
 - (b) rear yard:
 - (i) main building: 60 feet, and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 30 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: five percent.
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

15-1-3. MU-80 development restrictions.

The development restrictions in MU-80 zoning districts are as follows:

- (1) Minimum lot size: 80 acres (3,484,800 sq ft.). A six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.
- (2) Minimum width: 1,320 feet.
- (3) Minimum frontage on a public street or an approved private street: 60 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 60 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 30 feet
- (5) On corner lots, two front yards and two side yards

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are required.

- (6) Maximum building height: 35 feet.
- (6) Maximum building coverage: five percent.
- (7) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

15-1-4. MU-160 development restrictions.

The development restrictions in MU-160 zoning districts are as follows:

- (1) Minimum lot size: 160 acres (6,969,600 sq ft.). A six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot.
- (2) Minimum width: 1,320 feet.
- (3) Minimum frontage on a public street or an approved private street: 60 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 60 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 30 feet
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: five percent.
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

PART 15-2

AGRICULTURAL DISTRICTS

Section

15-2-1. Purposes of agricultural districts.

- 15-2-2. A-20 development restrictions.**
- 15-2-3. A-40 development restrictions.**

15-2-1. Purposes of agricultural districts.

(1) The purposes of agricultural zoning districts are to promote and preserve in appropriate areas conditions favorable to agricultural uses and to maintain greenbelt open spaces. These districts are intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses adverse to the continuance of agricultural activity.

(2) The agricultural districts in Tooele County are A-20 and A-40.

15-2-2. A-20 development restrictions.

The development restrictions in A-20 zoning districts are as follows:

- (1) Minimum lot size: 20 acres (871,200 sq ft.). A six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.
- (2) Minimum width: 330 feet.
- (3) Minimum frontage on a public street or an approved private street: 60 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 60 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 30 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: five percent.
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

15-2-3. A-40 development restrictions.

The development restrictions in A-40 zoning districts are as follows:

- (1) Minimum lot size: 40 acres (1,742,400 sq ft.). A

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six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.

- (2) Minimum width: 660 feet.
- (3) Minimum frontage on a public street or an approved private street: 60 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 60 feet
 - (ii) accessory buildings: ten feet; and
 - (c) side yard: 30 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: five percent.
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

15-3-2. RR-1 development restrictions.

The development restrictions in RR-1 zoning districts are as follows:

- (1) Minimum lot size: one acre (43,560 sq ft.).
- (2) Minimum width: 125 feet.
- (3) Minimum frontage on a public street or an approved private street: 25 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 30 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 15 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: 20 percent.
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

PART 15-3

RURAL RESIDENTIAL DISTRICTS

Section

- 15-3-1. Purposes of rural residential districts.**
- 15-3-2. RR-1 development restrictions.**
- 15-3-3. RR-5 development restrictions.**
- 15-3-4. RR-10 development restrictions.**

15-3-1. Purposes of rural residential districts.

(1) The purposes of rural residential districts are to promote and preserve in appropriate areas conditions favorable to large-lot family life, the keeping of limited numbers of animals and fowl, and reduced requirements for public services. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.

(2) The rural residential zoning districts in Tooele County are RR-1, RR-5 and RR-10.

15-3-3. RR-5 development restrictions.

The development restrictions in RR-5 zoning districts are as follows:

- (1) Minimum lot size: five acres (217,800 sq ft.). A six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.
- (2) Minimum width: 220 feet.
- (3) Minimum frontage on a public street or an approved private street: 50 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 50 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 20 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: ten percent.
- (8) Required improvements:

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- (a) street grading;
- (b) street base;
- (c) on-site surface drainage facilities;
- (d) culinary water facilities;
- (e) wastewater disposal; and
- (f) street monuments.

15-3-4. RR-10 development restrictions.

The development restrictions in RR-10 zoning districts are as follows:

- (1) Minimum lot size: ten acres (435,600 sq ft.). A six percent reduction in minimum lot size shall be allowed for dedication of public rights-of-way providing access to and past the affected lot or parcel.
- (2) Minimum width: 330 feet.
- (3) Minimum frontage on a public street or an approved private street: 60 feet.
- (4) Minimum yard setback requirements:
 - (a) front yard: 30 feet.
 - (b) rear yard:
 - (i) main building: 60 feet; and
 - (ii) accessory buildings: ten feet.
 - (c) side yard: 25 feet.
- (5) On corner lots, two front yards and two side yards are required.
- (6) Maximum building height: 35 feet.
- (7) Maximum building coverage: five percent.
- (8) Required improvements:
 - (a) street grading;
 - (b) street base;
 - (c) on-site surface drainage facilities;
 - (d) culinary water facilities;
 - (e) wastewater disposal; and
 - (f) street monuments.

PART 15-4

EXEMPTION FROM AREA REQUIREMENTS

Section

15-4-1. Uses conditionally exempt from frontage, width and area requirements of the zoning district.

15-4-1. Uses conditionally exempt from frontage, width and area requirements of the zoning district.

(1) A bona fide division or partition of land for the purpose of siting an unmanned facility appurtenant to a pipeline, electrical service, telecommunications, transmission line, radio transmission, regeneration, fiberoptic equipment that is owned or operated by a public or private utility service regulated by the Public Utility Commission or Federal Communications Commission, may be sited on a parcel less than that required by this Chapter, with no frontage, subject to the following:

- (a) The parcel shall have a legal access to it.
- (b) In multiple use and agricultural zoning districts, the site shall be fenced and approved through a conditional use permit.
- (c) In rural residential zoning districts or where a residential or manned structure is within 800 feet, the site shall be large enough that the height of the tallest structure placed in a vertical position from its base, plus ten feet will mark the minimum property edge. The site shall be fenced with chain link fencing, and screened by drought resistant landscaping and trees.

(2) The conditional exemption allowed by this section does not excuse the applicant or landowner from compliance with the subdivision ordinance.

PART 15-5

USE TABLES, CODES, SYMBOLS AND RESTRICTIONS

Section

- 15-5-1. Codes and symbols.**
- 15-5-2. Uses.**
- 15-5-3. Use tables.**
- 15-5-3.1. Agriculture, forestry and keeping of animals.**
- 15-5-3.2. Commercial and industrial uses.**
- 15-5-3.3. Dwellings, living quarters and long or short-term residences.**
- 15-5-3.4. Public and quasi-public uses.**
- 15-5-3.5. Recreational, camping and amusement uses.**
- 15-5-3.6. Utilities and utility services.**
- 15-5-1. Codes and symbols.**

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(1) In this Part are uses allowed in the various districts as follows:

(a) "permitted uses", indicated by a "P" in the appropriate column; or

(b) "conditional uses", indicated by a "C" or "C1" in the appropriate column.

(2) Conditional uses marked by "C" means issuance by planning commission. Those marked "C1" means it may be approved administratively by the zoning administrator.

(3) If a use is not allowed in a given district, it is either not named in the use list or it is indicated in the appropriate column by a dash, "-".

(4) If a regulation applies in a given district, it is indicated in the appropriate column by a alphanumeric

character that will show the linear feet, or square feet, or acres required, or by the letter "A". If the regulation does not apply, it is indicated in the appropriate column by a dash, "-".

15-5-2. Uses.

No building, structure or land shall be used and no building or structure shall be hereafter erected, structurally altered, enlarged or maintained in the multiple use, agricultural, or rural residential districts except as provided in this Chapter.

15-5-3. Use tables.

Table 15-5-3.1. Agriculture, forestry and keeping of animals.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
a	Apiary (beehives)	P	P	P	P	P	C	C	P
b	Agricultural industry or business	C	C	C	C	C	-	C	C
c	Aviary	P	P	P	P	P	-	C	P
d	Farms devoted to raising and marketing of chickens, turkeys or other fowl or poultry, fish or frogs, including wholesale and retail sales	P	P	P	P	P	-	C	C
e	Forestry, except forest industry	P	P	P	P	P	P	P	P
f	Forest industry, such as a saw mill, wood products plant, etc.	C	C	C	-	-	-	-	-
g	Fruit or vegetable stand	C	C	C	C	C	C	C	C
h	Household pets (no more than 2)	P	P	P	P	P	P	P	P
i	Kennel	C	C	C	C	C	-	C	C
j	Personal agriculture, including grazing and pasturing of animals	P	P	P	P	P	P	P	P

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Table 15-5-3.1. Agriculture, forestry and keeping of animals.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
k	Plant materials nursery or green-house, not exceeding 20,000 square feet in area	P	P	P	P	P	P	P	P
l	Public stable, riding academy or riding ring, horse show barns or facilities	C	C	C	C	C	-	C	C
m	Storage, placement, keeping, locating, parking, maintaining, and keeping of agricultural equipment	P	P	P	P	P	P	P	P
n	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P
o	Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C

Table 15-5-3.2. Commercial and industrial uses. (Ord.2001-13, 3/27/01)									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
a	Beer sales at public recreational facilities where it has been approved by the Board of County Commissioners.	C	C	C	C	C	-	-	-
b	Canals, evaporation ponds, settlement ponds, and mining operations, all in connection with the concentration and purification of naturally occurring brines and the extraction of salts from the brines	C	C	C	-	-	-	-	-

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Table 15-5-3.2. Commercial and industrial uses. (Ord.2001-13, 3/27/01)									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
c	Electromagnetic Interference Testing (As described by FCC Docket No. 20780, Amendment 79-555 Governing Restricted Radiation Devices) (Rev. Or. 81-4)	C	C	C	C	C	C	C	C
d	Home occupations	C1	C1	C1	C1	C1	C1	C1	C1
e	Non-hazardous waste landfills in accordance with Chapter 26	C	C	C	-	-	-	-	-
f	Radio and television transmitting stations or towers	C	C	C	C	C	-	-	-
g	Storage, placement, keeping, locating, parking, maintaining, keeping of commercial, construction, military surplus, or specialized equipment	C	C	C	-	-	-	-	-
h	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P
i	Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C

Table 15-5-3.3. Dwellings, living quarters and long or short term residences.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
a	Conservation subdivisions	C	C	C	C	C	C	C	C
i	within the Erda Township	-	-	-	-	-	-	-	-
ii	percent of open space required for 100% density	65	75	85	50	65	35	40	45

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Table 15-5-3.3. Dwellings, living quarters and long or short term residences.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
	iii minimum size of lots in acres	1	5	5	1	1	.25	.5	.75
	iv for every 15% in contiguous open space, awarded 10% in density	A	A	A	A	A	A	A	A
	v the minimum parcel size in acres to be divided by conservation subdivisions	80	160	320	40	80	10	20	20
b	Dwellings or residential facilities for handicapped persons (provided no other is closer than .75 miles)	P	P	P	P	P	P	P	P
c	Dwellings or residential facilities for elderly persons (provided no other is closer than .75 miles)	P	P	P	P	P	P	P	P
d	Farm or ranch housing	C	C	C	C	C	-	-	-
e	Seasonal cabin or home	C	C	C	C	C	-	-	-
f	Single family dwellings	P	P	P	P	P	P	P	P
g	Temporary buildings for uses incidental to construction work, including living quarters for a guard or night watchman, which buildings must be removed upon completion or abandonment of the construction work	C1	C1	C1	C1	C1	C1	C1	C1
h	Two-family dwellings (duplex)	P	P	P	P	P	P	P	P
i	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P
j	Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C

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Table 15-5-3.4. Public and quasi-public uses.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
a	Church	C	C	C	C	C	C	C	C
b	Cemetery	C	C	C	C	C	C	C	C
c	Dams and reservoirs	C	C	C	C	C	C	C	C
d	Municipal Solid Waste handling, processing collection, disposal, and other activities that are government owned and operated	C	C	C	-	-	-	-	-
e	Private road	C	C	C	C	C	C	C	C
f	Public owned parks and recreational facilities	P	P	P	P	P	P	P	P
g	Public use, quasi-public use, essential services, including private school, with a curriculum corresponding to a public school	C	C	C	C	C	C	C	C
h	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P
i	Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C

Table 15-5-3.5. Recreational, camping and amusement uses.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
a	Dude ranch, family vacation ranch	C	C	C	C	C	-	-	-

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Table 15-5-3.5. Recreational, camping and amusement uses.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
b	Private park, recreational grounds or private recreational camp or resort, including accessory or supporting dwellings or dwelling complexes and commercial service uses which are owned or managed by the recreational facility to which it is accessory	C	C	C	C	C	-	C	C
c	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P
d	Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C

Table 15-5-3.6. Utilities and utility services.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
a	Power generation for on-site use:								
	i solar	C	C	C	C	C	C	C	C
	ii wind driven under 5.9 KVA	P	P	P	P	P	C	P	P
	iii auxiliary, temporary, and/or wind, with more than 6 KVA, but less than 10 KVA output	P	P	P	P	P	-	P	P
	iii Steam, hydro, or reciprocating engine with more than 10.05 KVA, but less than 150 KVA output	C	C	C	C	C	-	C	C

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Table 15-5-3.6. Utilities and utility services.									
#	Use	Multiple use (MU-)			Agriculture (A-)		Rural Residential (RR-)		
		40	80	160	20	40	1	5	10
b	Public, quasi-public, and public service utility lines, pipelines, power lines and etc., which extend more than 500 feet that are used to transport their material, service or supply	C	C	C	C	C	C	C	C
c	Accessory buildings and uses customarily incidental to permitted uses	P	P	P	P	P	P	P	P
d	Accessory uses and buildings customarily incidental to conditional uses	C	C	C	C	C	C	C	C

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TITLE 13

SUBDIVISIONS

Chapter

- 1. General.**
- 2. Subdivision Application Procedure.**
- 3. Minor Subdivisions.**
- 4. Standard Subdivisions.**
- 5. Major Subdivisions.**
- 6. Planned Unit Development Subdivisions.**
- 7. Design Standards.**
- 8. Cluster Subdivisions.**
- 9. Financial Assurance.**
- 10. Vacation, Alteration, and Amendment of Subdivision Plats.**

CHAPTER 1

GENERAL

Section

- 13-1-1. Short title.**
- 13-1-2. Purpose.**
- 13-1-3. Definitions -- Notice.**
- 13-1-4. Penalties.**
- 13-1-5. Creation of substandard lots prohibited.**
- 13-1-6. Protection of land in an agriculture protection area.**
- 13-1-7. Plats required.**

13-1-1. Short title.

This title is known as the "Subdivision Ordinance of Tooele County, Utah." (Ord.2000-38, 1/2/01)

13-1-2. Purpose.

The purpose of this title is to provide policies, standards, requirements, and procedures to regulate and control the design and improvement of all subdivisions; ensure that all proposed subdivisions are consistent with the General Plan and applicable specific plans; and to ensure that land is subdivided in a manner that will promote public health, safety, convenience, general welfare and the physical, social and economic

development of the area. (Ord.2000-38, 1/2/01)

13-1-3. Definitions -- Notice.

(1) As used in this chapter:

(a) "County" means the unincorporated area of the county.

(b) (i) "General plan" means a document that a county adopts that sets forth general guidelines for proposed future development of the land within the county, as set forth in Sections 17-27-301 and 17-27-302 UCA.

(ii) "General plan" includes what is also commonly referred to as a "master plan."

(c) "Interstate pipeline company" means a person or entity engaged in natural gas transportation subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act, 15 U.S.C. Sec. 717 et seq.

(d) "Intrastate pipeline company" means a person or entity engaged in natural gas transportation that is not subject to the jurisdiction of the Federal Energy Regulatory Commission under the Natural Gas Act, 15 U.S.C. Sec. 717 et seq.

(e) "Lot line adjustment" means the relocation of the property boundary line between two adjoining lots with the consent of the owners of record.

(f) "Municipality" means a city or town.

(g) "Person" means an individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.

(h) "Plat" means a map or other graphical representation of lands being laid out and prepared in accordance with Utah Code Annotated Section 17-27-804 and this title.

(i) "Record of survey map" means a map of a survey of land prepared in accordance with Section 17-23-17.

(j) "Special district" means all entities

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established under the authority of Utah Code Annotated Title 17A, Special Districts, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or unit of the state.

(k) "Street" means public rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, alleys, viaducts, subways, tunnels, bridges, public easements, and other ways.

(l) (i) "Subdivision" means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.

(ii) "Subdivision" includes the division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map, plat, or other recorded instrument.

(iii) "Subdivision" does not include:

a) a bona fide division or partition of agricultural land for agricultural purposes;

b) a recorded agreement between owners of adjoining properties adjusting their mutual boundary if:

1) no new lot is created; and

2) the adjustment does not result in a violation of applicable zoning ordinances;

3) a recorded document, executed by the owner of record, revising the legal description of more than one contiguous parcel of property into one legal description encompassing all such parcels of property; or

4) a bona fide division or partition of land for the purpose of siting, on one or more of the resulting separate parcels, an unmanned facility appurtenant to a pipeline owned or operated by a gas corporation,

interstate pipeline company, or intrastate pipeline company.

(iv) The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a "subdivision".

(m) "Unincorporated" means the area outside of the incorporated boundaries of cities and towns.

(2) (a) The county meets the requirements of reasonable notice required by this title if it:

(i) posts notice of the hearing or meeting in at least three public places within the jurisdiction and publishes notice of the hearing or meeting in a newspaper of general circulation in the jurisdiction, if one is available; or

(ii) gives actual notice of the hearing or meeting.

(b) (i) Proof that one of the two forms of notice authorized by this subsection was given is prima facie evidence that notice was properly given.

(ii) If notice given under authority of this section is not challenged as provided in Section 17-27-1001 UCA within 30 days from the date of the meeting for which the notice was given, the notice shall be deemed adequate and proper.

(Ord.2000-38, 1/2/01)

13-1-4. Penalties.

(1) Any owner or agent of the owner of any land located in a subdivision who leases, transfers, sells or offers to lease, transfer or sell any land in that subdivision before a plan or plat of the subdivision has been approved and recorded as required in this title is guilty of a class C misdemeanor for each lot or parcel leased, transferred or sold.

(2) A person who files or records a plat of a subdivision of land in the county recorder's office without a recommendation having been received from the planning commission, without it having been approved by the county commission and other officers designated in this title, or without the approvals entered in writing on the plat by the chairperson of the county commission and by other officers designated in this Subdivision Ordinance, is guilty of a class C

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misdemeanor.

- (3) (a) The county recorder may not record a subdivision plat that has not been approved by the county commission.
- (b) A plat of a subdivision recorded without the approvals required by this title is void.
- (4) (a) An owner of any land located in a subdivision who transfers or sells any land in that subdivision before a plan or plat of the subdivision has been approved and recorded as required in this title is guilty of a violation for each lot or parcel transferred or sold.
- (b) The description by metes and bounds in the instrument of transfer or other documents used in the process of selling or transferring does not exempt the transaction from a violation or from the penalties or remedies provided in this title.
- (5) (a) An owner may not submit or cause to be submitted to the county recorder's office for recording a document that is contrary to the provisions of this title or an ordinance enacted under the authority of this title.
- (b) The recording of a document does not alone create a right to develop the property.
- (c) Each development of property shall conform to the provisions of this title and any ordinance enacted under the authority of this title.
- (d) (i) The county may bring an action against an owner to require the property conform to the provisions of this title or an ordinance enacted under the authority of Utah Code Annotated Title 17, Chapter 27, Part 8.
- (ii) An action under this Subsection may include an injunction, abatement, merger of title, or any other appropriate action or proceedings to prevent, enjoin, or abate the violation.
- (iii) The county need only establish the violation to obtain the injunction. (Ord.2000-38, 1/2/01)

13-1-5. Creation of substandard lots prohibited.

No lot shall be created that does not conform to the requirements of this title and the zoning district in which it is located. (Ord.2000-38, 1/2/01)

13-1-6. Protection of land in an agriculture protection area.

For any subdivision located in whole or in part within 300 feet of the boundary of an agriculture protection area, the owner of the subdivision shall provide notice on any plat filed with the county recorder the following notice:

Agriculture Protection Area

This property is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

(Ord.2000-38, 1/2/01)

13-1-7. Plats required.

(1) Unless exempt or not included in the definition of a subdivision, whenever any lands are divided, the owner of those lands shall have an accurate plat made of them that sets forth and describes:

- (a) all the parcels of ground divided, by their boundaries, course, and extent, and whether they are intended for streets or other public uses, together with any areas that are reserved for public purposes; and
- (b) the lot or unit reference, the block or building reference, the street or site address, the street name or coordinate address, the acreage or square footage for all parcels, units, or lots, and the length and width of the blocks and lots intended for sale.

(2) (a) The owner of the land shall acknowledge the plat before an officer authorized by law to take the acknowledgment of conveyances of real estate.

(b) The surveyor making the plat shall certify it.

(c) The county commission shall approve the plat as provided in this title. Before the county commission may approve a plat, the owner of the land shall provide the county commission with a

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tax clearance indicating that all taxes, interest, and penalties owing on the land have been paid.

(3) After the plat has been acknowledged, certified, and approved, the plat shall be kept in the engineering department until the owner of the land shall file and record it in the county recorder's office. (Ord.2000-38, 1/2/01)

CHAPTER 2

SUBDIVISION APPLICATION PROCEDURE

Section

13-2-1. Diligence.

13-2-2. Application procedure.

13-2-1. Diligence.

Each development shall be actively pursued to completion. Any application that exceeds the time limits stated in this Subdivision Ordinance will be deemed null and void and all vested rights are waived by the subdivider for that development. Any extension must be requested prior to the expiration of the original approval. Should an application become void, the applicant must reapply at the concept phase. (Ord.2000-38, 1/2/01)

13-2-2. Application procedure.

(1) There are four types of subdivision applications in Tooele County, based on the overall buildout of the subdivision concept proposal:

- (a) one to four lots, minor subdivision, one plat process;
- (b) one to 14 lots, standard subdivision,
 - (i) combined concept/design; and
 - (ii) final application process;
- (c) 15 to 99 lots, major subdivision or planned unit development,
 - (i) concept;
 - (ii) design; and
 - (iii) final application processes;
- (d) 100+ lots, planned unit development;
 - (i) concept;
 - (ii) design; and
 - (iii) final application processes.

(2) Each application for a subdivision shall have all

required submittals before it is accepted as a complete application. No application shall be accepted until such time that the planning commission has approved the current approval process. There shall be no presumption of approval of any aspect of the process. No application shall be accepted for any approval process if the time limit has expired on the previous approval process.

(3) The planning commission may request specific information found to be incomplete in its review and table further action until the information is submitted. Denial shall include written findings of fact and decision. Denial may be based upon incompatibility with the general plan, geological concerns, location, incompatibility with surrounding land uses, the inability of the county or utility providers to provide public services, or the adverse effect on the health, safety, and general welfare of the county and its residents. (Ord.2000-38, 1/2/01)

CHAPTER 3

MINOR SUBDIVISIONS

Section

13-3-1. Purpose.

13-3-2. Approval process.

13-3-3. Plat requirements.

13-3-4. Exemptions from plat requirement.

13-3-1. Purpose.

(1) A minor subdivision is a division of land into no more than four lots, and is not a phase or continuation of an earlier subdivision. A minor subdivision shall not:

- (a) include the construction and dedication of new infrastructure;
- (b) be a part or a phase of a larger subdivision;
- (c) be allowed further division of land within three years from final approval; and
- (d) include commercial or industrial uses.

(2) All lots shall front on a county road or an approved private road.

(3) Land may be dedicated along existing county roads to increase the right of way to current county

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standards. A minor subdivision shall be filed on a plat drawn and stamped by a licensed surveyor, and shall not be done by deed alone. (Ord.2000-38, 1/2/01)

13-3-2. Approval process.

(1) The application for a minor subdivision shall be submitted no later than 14 days prior to a scheduled planning commission meeting for the area where it is located. The planning commission shall discuss and review the application at a work meeting and then the planning commission shall recommend approval or denial to the county commission at a planning commission business meeting where it will be forwarded to the county commission with the recommendation for a decision

(2) An application shall include:

- (a) an application form;
- (b) one 24"X 36" plat on Mylar drawn by a surveyor licensed in the state of Utah;
- (c) six 24" X 36" prints of the plat, for distribution to each of the following:
 - (i) Department of Engineering, two copies;
 - (ii) Tooele County Health Department;
 - (iii) Tooele County School District;
 - (iv) the soil conservation district within which the subdivision is located; and
 - (v) county recorder.
- (d) eight 8½" X 11" copies of the plat from which the Department of Engineering will make an overhead projection and provide a copy to each planning commission member; and
- (e) one additional 8½" X 11" copy of the plat for each of the following shall be submitted:
 - (i) when a proposed subdivision lies wholly or partially within one mile of the corporate limits of a municipality, for that municipality's comments;
 - (ii) when the subdivision is located wholly or partially within the boundary of an improvement or special district;
 - (iii) when applicable for review by any State or federal agency;
 - (iv) for each servicing utility;
 - (v) for the Utah State Department of Transportation if the property being

subdivided abuts a state highway or road; and

(vi) when the subdivision is located wholly or partially within the boundary of a township planning commission district.

- (f) proof of ownership demonstrated by a title search;
- (g) utility approval forms;
- (h) evidence of water rights for all lots;
- (i) approvals from the Tooele County Health Department for drinking water and wastewater;
- (j) names and addresses of the owners of all properties that adjoin the proposed subdivision;
- (k) a plat map from the recorder's office showing the property and all adjoining properties around it;
- (l) approval of the subdivision name from the recorder's office; and
- (m) a letter from the county treasurer indicating that the property is clear of all back taxes.

(3) All signature blocks excepting those for the planning commission and county commission shall be signed by the appropriate approving authority before the plat is taken to the business meeting.

(4) Upon planning commission recommendation and signature, the plat shall be forwarded to the county commission for placement on their agenda. (Ord.2000-38, 1/2/01)

13-3-3. Plat requirements.

(1) A plat of each minor subdivision shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work in the State of Utah. Every detail of the plat shall be legible. A poorly-drawn or illegible plat is cause for its denial. A traverse shall not have an error of closure greater than one part in 10,000.

(2) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line. When the plat is bounded by an irregular shoreline or a body of water, the bearings and distances of a closing meander traverse should be given and a notation made that the plat includes all land to the water's edge or otherwise.

(3) If a plat is revised, a copy of the old plat shall be provided for comparison purposes.

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(4) All blocks and lots within each block shall be consecutively numbered. Addresses shall be issued by the Department of Engineering and shall be shown on the plat with the corresponding lot number.

(5) For all curves in the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. The curve data shall include the radius, central angle, tangent, and arc length.

(6) Excepted parcels shall be marked, "Not included in this subdivision."

(7) All public lands and streets shall be clearly identified.

(8) Streets shall be identified by names approved by the Department of Engineering.

(9) All easements shall be designated as such and dimensions given.

(10) All lands within the boundaries of the subdivision shall be accounted for, either as lots, walkways, streets, or as excepted parcels.

(11) Bearings and dimensions shall be given for all lot lines, except that bearings and lengths need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.

(12) Parcels not contiguous shall not be included in one plat, neither shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced in one plat, provided that all owners join in the dedication and acknowledgments.

(13) Lengths shall be shown to hundredths of a foot. Angles and bearings shall be shown to seconds of arc.

(14) Surveys shall tie into the state grid or other permanent marker established by the County Surveyor.

(15) Each lot shall list the total water allocation in acre/feet and flow rate for its allocation of water that is approved at the time of subdivision approval.

(16) The information on the plat shall include:

- (a) the name of the subdivision, true north arrow and basis thereof, and date;
- (b) name and address of the owner or owners of record;
- (c) square footage of each lot under one acre or the lot acreage if one acre or larger;
- (d) township, range, section and quarter section if a portion;
- (e) graphic scale;
- (f) State plane coordinate on subdivision

boundary;

(g) survey monuments;

(h) approval signature blocks for;

(i) the county engineer;

(ii) the county surveyor;

(iii) the county attorney;

(iv) the Tooele County Health Department;

(v) any improvement, service and special districts where all or part of the development is located;

(vi) the county treasurer indicating at the time of signing that the property is clear of all back taxes;

(vii) the county or township planning commission; and

(viii) the county commission chair.

(17) Where generated on a computer, the plat shall also be submitted on a computer disk to be entered into the County data base in a format compatible with AutoCAD version 11 or higher. (Ord.2000-38, 1/2/01)

13-3-4. Exemptions from plat requirement.

(1) Subject to Subsection (2), a lot or parcel resulting from a division of agricultural land is exempt from the plat requirements of Section 13-3-3 if the lot or parcel:

(a) qualifies as land in agricultural use under Title 59, Chapter 2, Part 5, Farmland Assessment Act;

(b) meets the minimum size requirement of applicable zoning ordinances; and

(c) is not used and will not be used for any nonagricultural purpose.

(2) The boundaries of each lot or parcel exempted under Subsection (1) shall be graphically illustrated on a record of survey map that, after receiving the same approvals as are required for a plat under Section 13-3-3, shall be recorded with the county recorder.

(3) If a lot or parcel exempted under Subsection (1) is used for a nonagricultural purpose, a county may require the lot or parcel to fully comply with the requirements of Section 13-3-3. (Ord.2000-38, 1/2/01)

CHAPTER 4

EXHIBIT D - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

STANDARD SUBDIVISIONS

Section

- 13-4-1. Application.**
- 13-4-2. Approval process.**
- 13-4-3. Concept/design plan application.**
- 13-4-4. Concept/design phase plat requirements.**
- 13-4-5. Design phase infrastructure design and engineering drawings requirements.**
- 13-4-6. Utility and agency response.**
- 13-4-7. Final plat phase application.**
- 13-4-8. Final plat requirements.**

13-4-1. Application.

A standard subdivision is a division of land into no more than fourteen lots. It may be phased for development. Infrastructure and public facilities may be dedicated. A standard subdivision shall have a culinary water system built to the design and standards of a community water system serving all lots. A standard subdivision shall be filed on a plat drawn and stamped by a licensed surveyor. (Ord.2000-38, 1/2/01)

13-4-2. Approval process.

A standard subdivision shall be processed in two stages:

- (1) the concept/design phase which will go to a planning commission work and business meeting; and
- (2) the final plat which will be placed on the planning commission business meeting agenda.

(Ord.2000-38, 1/2/01)

13-4-3. Concept/design plan application.

(1) A complete application for concept/design phase approval of a standard subdivision shall be submitted no later than 21 days prior to a scheduled planning commission meeting for the area where it is located.

(2) Within 14 days after the applicant or authorized representative submits an application, a pre-design conference shall be set up with the applicant, the Department of Engineering staff, all servicing utility companies, the Tooele County School District, Tooele County Health Department, county recorder, and any other private or public body that has jurisdiction or an interest in providing public or utility services to the

subdivision.

(3) After the pre-design conference, the applicant shall submit to the Department of Engineering all construction drawings, design reports and the preliminary plat. When it is determined that these items are complete, the submittal will be placed on the planning commission work meeting agenda for review. After the planning commission has reviewed the material and being satisfied with the submittal, it shall place the submittal on the next business meeting agenda where it shall recommend approval or denial to the county commission, then it will be forwarded to the county commission with the recommendation for a decision.

(4) An application shall include:

- (a) an application form;
- (b) six 24" X 36" prints of the plat, for distribution to the following:
 - (i) Department of Engineering, two copies;
 - (ii) Tooele County Health Department;
 - (iii) Tooele County School District;
 - (iv) the soil conservation district within which the subdivision is located; and
 - (v) county recorder.
- (d) eight 8½" X 11" copies of the concept plan from which the Department of Engineering will make an overhead projection and provide a copy to each planning commission member; and
- (e) an additional 8½" X 11" copy of the concept plan shall be submitted:
 - (i) when a proposed subdivision lies wholly or partially within one mile of the corporate limits of a municipality, for that municipality's comments;
 - (ii) when the subdivision is located wholly or partially within the boundary of an improvement or special district;
 - (iii) when applicable for review by any State or federal agency;
 - (iv) for each servicing utility;
 - (v) for the Utah State Department of Transportation if the property being subdivided abuts a state highway or road; and
 - (vi) when the subdivision is located

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wholly or partially within the boundary of a township planning commission district.

(f) Three 24" X 36" prints of the infrastructure design and engineering drawings for distribution to each of the following:

(i) Department of Engineering, two copies; and

(ii) Tooele County Road Department.

(g) proof of ownership demonstrated by a title search;

(h) utility approval forms;

(i) names and addresses of the owners of all properties that border the proposed subdivision;

(j) a plat map from the recorder's office showing the property and all adjoining properties around it;

(k) approval of the subdivision name from the recorders office;

(l) an affidavit from the owner of the property and if they are being represented by others, an owner agent affidavit;

(m) a list of off-site improvements and an estimate of the cost to complete such improvements; and

(n) a letter from the county treasurer indicating that the property is clear of all back taxes.

(5) Where generated on a computer, the plat shall also be submitted on a computer disk to be entered into the County database in a format compatible with AutoCAD version 11 or higher.

(6) The concept/design phase approval shall be valid for a period of not more than one year. The applicant or authorized representative may obtain no more than two six-month extensions by petitioning the planning commission. The planning commission may not grant any extension without substantial progress having been demonstrated by the applicant or authorized representative. (Ord.2000-38, 1/2/01)

13-4-4. Concept/design phase plat requirements.

(1) The plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work in the State of Utah. Every detail of the plat shall be legible. A poorly-drawn or illegible plat is cause for its denial. A traverse shall not have an error of closure greater than one part in 10,000.

(2) The general location of the subdivision, adjoining properties with ownership and addresses, current zoning, and buildings on adjoining lots shall be shown on the plat.

(3) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line. When the plat is bounded by an irregular shore line or a body of water, the bearings and distances of a closing meander traverse should be given and a notation made that the plat includes all land to the water's edge or otherwise.

(4) If a plat is revised, a copy of the old plat shall be provided for comparison purposes.

(5) All blocks and lots within each block shall be consecutively numbered. Addresses shall be issued by the Department of Engineering and shall be shown on the plat with the corresponding lot number.

(6) For all curves in the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. The curve data shall include the radius, central angle, tangent, and arc length.

(7) Excepted parcels shall be marked, "Not included in this subdivision."

(8) All public lands and streets shall be clearly identified.

(9) Streets shall be identified by names approved by the Department of Engineering.

(10) All easements shall be designated as such and dimensions given.

(11) All lands within the boundaries of the subdivision shall be accounted for, either as lots, walkways, streets, or as excepted parcels.

(12) Bearings and dimensions shall be given for all lot lines, except that bearings and lengths need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.

(13) Parcels not contiguous shall not be included in one plat, neither shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced in one plat, provided that all owners join in the dedication and acknowledgments.

(14) Lengths shall be shown to hundredths of a foot. Angles and bearings shall be shown to seconds of arc.

(15) Surveys shall tie into the state grid or other permanent marker established by the county surveyor.

(16) County, township, range, section, quarter section blocks, and true north shall be included on the

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plat.

(17) The type of community water system proposed, documentation of water rights, historic water use, the estimated number of gallons per day of water system requirements, and a description of water storage requirements for daily fluctuations, irrigation, and fire suppression shall be documented.

(18) Each lot shall list the total water allocation in acre/feet and flow rate for its allocation of water that is approved at the time of subdivision approval. (Ord.2000-38, 1/2/01)

13-4-5. Design phase infrastructure design and engineering drawings requirements.

(1) A poorly-drawn or illegible design and engineering drawings is cause for denial. All drawings shall be drawn to a scale not less than one inch equals 100 feet, and shall indicate the basis of bearings, true north, the name of the subdivision, township, range, section, and quarter section, and lot numbers of the property. Infrastructure design and engineering drawings and documents shall include:

(a) plan, profile and typical cross-section drawings of the roads, bridges, culverts, sewers, and drainage structures;

(b) a grading and drainage plan indicated by solid-line contours superimposed on dashed-line contours of existing topography;

(c) the general location of trees over six inches in diameter measured at four and one-half feet above the ground, and in the case of heavily-wooded areas, an indication of the outline of the wooded area and location of trees which are to remain;

(d) proposed and existing sewage system layouts;

(e) proposed future street layout in dashed line for any portion of the property to be developed in a later phase;

(f) water courses and proposed storm water drainage systems including culverts, water areas, streams, areas subject to occasional flooding, marshy areas or swamps;

(g) areas within the 100 year flood plain;

(h) an overlay map showing soil types and soil interpretations taken from the National Cooperative Soils Survey;

(i) a signature block for the county engineer on each design and construction drawing;

(j) when the subdivision is located within the jurisdiction of a service or improvement district, a signature block for the service or improvement district;

(k) geologic maps and investigation reports regarding area suitability when land configurations dictate lot configuration and buildable space; and

(l) as may be required by the planning commission or the Department of Engineering, a design report stamped by an engineer licensed in the State of Utah. (Ord.2000-38, 1/2/01)

13-4-6. Utility and agency response.

Failure of any utility or agency to respond to requested approval shall be deemed an approval by such agency. (Ord.2000-38, 1/2/01)

13-4-7. Final plat phase application.

(1) The applicant or authorized representative shall submit an application for final plat approval 14 days prior to a regularly scheduled planning commission meeting with all required fees and copies of all materials to the Department of Engineering to start the final plat phase. The final plat shall conform in all major respects to the approved design phase plat. A final plat submittal shall not be accepted more than six months from the date of the design and engineering phase approval or approved extension.

(2) An application shall include:

(a) an application form;

(b) an original 24" X 36" mylar of the final plat; and

(c) eight 8½" X 11" copies of the final plat from which the Department of Engineering will make an overhead projection and provide a copy to each planning commission member.

(3) The final plat shall also be submitted on a computer disk to be entered into the County database in a format compatible with AutoCAD version 11 or later. (Ord.2000-38, 1/2/01)

13-4-8. Final plat requirements.

(1) The final plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work in the State of

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Utah. Every detail of the plat shall be legible. A poorly-drawn or illegible plat is cause for its denial. A traverse shall not have an error of closure greater than one part in 10,000.

(2) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line. When the plat is bounded by an irregular shore line or a body of water, the bearings and distances of a closing meander traverse should be given and a notation made that the plat includes all land to the water's edge or otherwise.

(3) If a plat is revised, a copy of the old plat shall be provided for comparison purposes.

(4) All blocks and lots within each block shall be consecutively numbered. Addresses shall be issued by the Department of Engineering and shall be shown on the plat with the corresponding lot number.

(5) For all curves in the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. The curve data shall include the radius, central angle, tangent, and arc length.

(6) Excepted parcels shall be marked, "Not included in this subdivision."

(7) All public lands and streets shall be clearly identified.

(8) Streets shall be identified by names approved by the Department of Engineering.

(9) All easements shall be designated as such and dimensions given.

(10) All lands within the boundaries of the subdivision shall be accounted for, either as lots, walkways, streets, or as excepted parcels.

(11) Bearings and dimensions shall be given for all lot lines, except that bearings and lengths need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.

(12) Parcels not contiguous shall not be included in one plat, neither shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced in one plat, provided that all owners join in the dedication and acknowledgments.

(13) Lengths shall be shown to hundredths of a foot. Angles and bearings shall be shown to seconds of arc.

(14) Surveys shall tie into the state grid or other permanent marker established by the County Surveyor.

(15) The information on the plat shall include:

(a) the name of the subdivision, true north

arrow and basis thereof, and date;

(b) name and address of the owner or owners of record;

(c) square footage of each lot under one acre or the lot acreage if one acre or larger;

(d) township, range, section and quarter section if a portion;

(e) graphic scale;

(f) State plane coordinate on subdivision boundary;

(g) survey monuments;

(h) the total water allocation in acre/feet for each lot and flow rate for its allocation of water;

(i) approval signature blocks for:

(i) any improvement, service and special districts where all or part of the development is located;

(ii) the county engineer;

(iii) the county surveyor;

(iv) the county attorney;

(v) the Tooele County Health Department;

(vi) the county treasurer indicating at the time of signing that the property is clear of all back taxes;

(vii) the county or township planning commission chair; and

(viii) the county commission chair.

(Ord.2000-38, 1/2/01)

CHAPTER 5

MAJOR SUBDIVISIONS

Section

13-5-1.

Application.

13-5-2.

Approval process.

13-5-3.

Phase development.

13-5-4.

Concept plan application.

13-5-5.

Concept plan requirements.

13-5-6.

Design phase application.

13-5-7.

Design phase plat requirements.

13-5-8.

Design phase design and engineering drawings requirements.

13-5-9.

Utility and agency response.

13-5-10.

Final plat phase application.

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13-5-11. Final plat requirements.

(Ord.2000-38, 1/2/01)

13-5-1. Application.

A major subdivision is a division of land into 15 to no more than 99 lots. A major subdivision shall be phased for development. Infrastructure and public facilities may be dedicated. A major subdivision shall have a public water system serving all lots. A major subdivision shall be filed on a plat drawn and stamped by a licensed surveyor. (Ord.2000-38, 1/2/01)

13-5-2. Approval process.

(1) A major subdivision shall be processed in three stages:

(a) the concept phase, which will go to a planning commission work meeting where the planning commission shall discuss and review the application and then make a decision to approve or deny the application;

(b) the design phase, which will be placed on the planning commission business meeting agenda; and

(c) the final plat, which will be placed on the planning commission business meeting agenda where it shall recommend an approval or denial forwarded to the county commission for a decision. (Ord.2000-38, 1/2/01)

13-5-3. Phase development.

(1) The final platting of subdivisions containing more than 25 lots shall be done in phases, except as provided in Subsection (3). Development shall be performed so that the phases will be contiguous and the required improvements will be continuous.

(2) When off-site improvements are complete and approved by the county engineer, and the lots are 70 percent sold, the subdivider may submit the next phase for final plat approval.

(3) A final plat including more than 25 lots will be accepted only upon the submission of evidence indicating that the market absorption rate is such, and the financial ability of the subdivider is such that the off-site improvements for all lots in the final plat will be completed within two years.

(4) Where it is prudent to engineer road or utility lines that extend into the next phase, such work may be done when it is shown in the prior phase as such.

13-5-4. Concept plan application.

(1) The application for concept approval of a major subdivision shall be submitted no later than 14 days prior to a scheduled planning commission meeting for the area where it is located. An application shall include:

(a) an application form;
 (b) five 24" X 36" prints of the concept plan, for distribution to each of the following:

(i) Department of Engineering, two copies;
 (ii) Tooele County Health Department;
 (iii) Tooele County School District; and
 (iv) the appropriate soil conservation district within which the subdivision is located.

(c) eight 8½" X 11" copies of the concept plan from which the Department of Engineering will make an overhead projection and provide a copy to each planning commission member; and

(d) an additional 8½" X 11" copy of the concept plan shall be submitted:

(i) when a proposed subdivision lies wholly or partially within one mile of the corporate limits of a municipality, for that municipality's comments;

(ii) when the subdivision is located wholly or partially within the boundary of an improvement or special district;

(iii) when applicable for review by any State or federal agency;

(iv) for each servicing utility;

(v) for the Utah State Department of Transportation if the property being subdivided abuts a state highway or road; and

(vi) when the subdivision is located wholly or partially within the boundary of a township.

(e) proof of ownership demonstrated by a title search;

(f) utility approval forms;

(g) evidence of water rights for all lots;

(h) names and addresses of the owners of all properties that border the proposed subdivision;

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- (i) approval of the subdivision name from the recorder's office;
 - (i) a plat map from the recorder's office showing the property and all adjoining properties around it;
 - (j) an affidavit from the owner of the property and if they are being represented by others, an owner agent affidavit; and
 - (m) a letter from the county treasurer indicating that the property is clear of all back taxes.
- (2) The concept plan approval shall be valid for a period of not more than six months. The applicant or authorized representative may obtain no more than two six-month extensions by petitioning the planning commission. The planning commission may not grant any extension without substantial progress having been demonstrated by the applicant or authorized representative. (Ord.2000-38, 1/2/01)

13-5-5. Concept plan requirements.

- (1) The concept plan shall show:
 - (a) the general location of the subdivision, the property boundaries, adjoining properties with ownership and addresses, current zoning, and buildings on adjoining lots;
 - (b) lot and street layout indicating general scaled dimensions;
 - (c) County, township, range, section, quarter section, blocks, the number of lots and true north;
 - (d) the type of community water system proposed, documentation of water rights, historic water use, the estimated number of gallons per day of water system requirements, and a description of water storage requirements for daily fluctuations, irrigation, and fire suppression;
 - (e) a vicinity map showing significant natural and man-made features on the site and within one mile of the subdivision perimeter boundary;
 - (f) the acreage of the entire tract and the acreage of the portion to be developed;
 - (g) the area for which approval will be requested for the first phase of development;
 - (h) for subdivisions requiring more than one sheet at the required scale, an area plan showing the total area on a single sheet;
 - (i) a notarized statement that the applicant is

the owner or has been authorized by the owner in writing to make application;

(j) the sites, if any, for multi-family dwellings, shopping centers, community facilities, industry, or other uses exclusive of single-family dwellings;

(k) total development area, and the number of proposed dwelling units.

(l) estimated total number of gallons per day of sewage to be treated where a central sewage treatment facility is existing or proposed, or general disposal means and soil suitability where no treatment facility is proposed;

(m) easements and rights-of-way;

(n) parcels of land that are to be dedicated for schools, roads, parks, or other public purposes; and

(o) county or township planning commission chair approval signature block. (Ord.2000-38, 1/2/01)

13-5-6. Design phase application.

(1) Within six months of concept phase approval or within an approved six month extension, a complete application for design phase approval of a major subdivision shall be submitted no later than 21 days prior to a scheduled planning commission meeting for the area where it is located. A complete application shall be received prior to the expiration of the concept approval.

(2) Within 14 days after the applicant or authorized representative submits an application, a pre-design conference shall be set up with the applicant, the Department of Engineering staff, all servicing utility companies, the Tooele County School District, Tooele County Health Department, Tooele County Recorder, and any other private or public body that has jurisdiction or an interest in providing public or utility services to the subdivision.

(3) After the pre-design conference, the applicant shall submit to the Department of Engineering all construction drawings, design reports and the preliminary plat. When it is determined that these items are complete, the submittal will be placed on the planning commission work meeting agenda for review. After the planning commission has reviewed the material and being satisfied with the submittal, it shall place the submittal on the next business meeting

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agenda.

(4) The design and engineering phase must be completed within one year unless an extension of no more than six months is granted by the planning commission.

(5) An application shall include:

- (a) an application form;
- (b) six 24" X 36" prints of the plat, for distribution to each of the following:
 - (i) Department of Engineering, two copies;
 - (ii) Tooele County Health Department;
 - (iii) Tooele County School District;
 - (iv) the appropriate soil conservation district within which the subdivision is located; and
 - (v) Tooele County Recorder.
- (c) eight 8½" X 11" copies of the preliminary plat from which the Department of Engineering will make an overhead projection and provide a copy to each planning commission member; and
- (d) an additional 8½" X 11" copy of the preliminary plat shall be submitted:
 - (i) when a proposed subdivision lies wholly or partially within one mile of the corporate limits of a municipality, for that municipality's comments;
 - (ii) when the subdivision is located wholly or partially within the boundary of an improvement or special district;
 - (iii) when applicable for review by any State or federal agency;
 - (iv) for each servicing utility;
 - (v) for the Utah State Department of Transportation if the property being subdivided abuts a state highway or road; and
 - (vi) when the subdivision is located wholly or partially within the boundary of a township.
- (e) utility approval forms;
- (f) evidence of water rights for all lots;
- (g) names and addresses of the owners of all properties that border the proposed subdivision;
- (h) a plat map from the recorder's office showing the property and all adjoining properties around it;

(i) an affidavit from the owner of the property and if they are being represented by others, an owner agent affidavit; and

(j) a list of off-site improvements and an estimate of the cost to complete such improvements.

(6) The design phase approval shall be valid for a period of not more than one year. The applicant or authorized representative may obtain no more than two six-month extensions by petitioning the planning commission. The planning commission may not grant any extension without substantial progress having been demonstrated by the applicant or authorized representative. (Ord.2000-38, 1/2/01)

13-5-7. Design phase plat requirements.

(1) The plat shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work in the State of Utah. Every detail of the plat shall be legible. A poorly-drawn or illegible plat is cause for its denial. A traverse shall not have an error of closure greater than one part in 10,000.

(2) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line. When the plat is bounded by an irregular shore line or a body of water, the bearings and distances of a closing meander traverse should be given and a notation made that the plat includes all land to the water's edge or otherwise.

(3) If a plat is revised, a copy of the old plat shall be provided for comparison purposes.

(4) All blocks and lots within each block shall be consecutively numbered. Addresses shall be issued by the Department of Engineering and shall be shown on the plat with the corresponding lot number.

(5) For all curves in the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. The curve data shall include the radius, central angle, tangent, and arc length.

(6) Excepted parcels shall be marked, "Not included in this subdivision."

(7) All public lands and streets shall be clearly identified.

(8) Streets shall be identified by names approved by the Department of Engineering.

(9) All easements shall be designated as such and dimensions given.

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(10) All lands within the boundaries of the subdivision shall be accounted for, either as lots, walkways, streets, or as excepted parcels.

(11) Bearings and dimensions shall be given for all lot lines, except that bearings and lengths need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.

(12) Parcels not contiguous shall not be included in one plat, neither shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced in one plat, provided that all owners join in the dedication and acknowledgments.

(13) Lengths shall be shown to hundredths of a foot. Angles and bearings shall be shown to seconds of arc.

(14) Surveys shall tie into the state grid or other permanent marker established by the county surveyor.

(15) Each lot shall list the total water allocation in acre/feet and flow rate for its allocation of water that is approved at the time of subdivision approval.

(16) The information on the plat shall include:

- (a) the name of the subdivision, true north arrow and basis thereof, and date;
- (b) name and address of the owner or owners of record;
- (c) square footage of each lot under one acre or the lot acreage if one acre or larger;
- (d) township, range, section and quarter section if a portion;
- (e) graphic scale;
- (f) State plane coordinate on subdivision boundary;
- (g) survey monuments;
- (h) total water allocation in acre/feet for each lot and flow rate for its allocation of water;
- (i) approval signature blocks for:
 - (i) any improvement, service and special districts where all or part of the development is located;
 - (ii) the county engineer;
 - (iii) the Tooele County Health Department; and
 - (iv) the county or township planning commission chair.

(17) Where generated on a computer, the plat shall also be submitted on a computer disk to be entered into the County data base in a format compatible with AutoCAD version 11 or higher. (Ord.2000-38, 1/2/01)

13-5-8. Design phase design and engineering drawings requirements.

(1) Poorly-drawn or illegible design and engineering drawings is cause for denial. All drawings shall be drawn to a scale not less than one inch equals 100 feet, and shall indicate the basis of bearings, true north, the name of the subdivision, township, range, section, and quarter section, and lot numbers of the property. Design and engineering drawings and documents shall include:

(a) plan, profile and typical cross-section drawings of the roads, bridges, culverts, sewers, and drainage structures;

(b) a grading and drainage plan indicated by solid-line contours superimposed on dashed-line contours of existing topography;

(c) the general location of trees over six inches in diameter measured at four and one-half feet above the ground, and in the case of heavily-wooded areas, an indication of the outline of the wooded area and location of trees which are to remain;

(d) proposed and existing sewage system layouts;

(e) proposed future street layout in dashed line for any portion of the property to be developed in a later phase;

(f) water courses and proposed storm water drainage systems including culverts, water areas, streams, areas subject to occasional flooding, marshy areas or swamps;

(g) areas within the 100 year flood plain;

(h) an overlay map showing soil types and soil interpretations taken from the National Cooperative Soils Survey;

(i) a signature block for the county engineer on each design and construction drawings;

(j) when the subdivision is located within the jurisdiction of a service or improvement district, a signature block for the service or improvement district; and

(k) geologic maps and investigation reports regarding area suitability when land configurations dictate lot configuration and buildable space; and

(l) as may be required by the planning commission or the Department of Engineering, a design report stamped by a engineer licensed in

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the State of Utah. (Ord.2000-38, 1/2/01)

13-5-9. Utility and agency response.

Failure of any utility or agency to respond to requested approval shall be deemed an approval by such agency. (Ord.2000-38, 1/2/01)

13-5-10. Final plat phase application.

(1) The applicant or authorized representative shall submit an application for final plat approval, required fees and copies of all required material to the Department of Engineering to start the final plat phase. The final plat shall conform in all major respects to the approved design phase plat. A final plat submittal shall not be accepted more than one year from the date of the design phase approval.

(2) An application shall include:

- (a) an application form;
- (b) an original 24" X 36" mylar of the final plat; and
- (c) eight 8½" X 11" copies of the final plat from which the Department of Engineering will make an overhead projection and provide a copy to each planning commission member.

(3) The final plat shall also be submitted on a computer disk to be entered into the County data base in a format compatible with AutoCAD version 11 or later. (Ord.2000-38, 1/2/01)

13-5-11. Final plat requirements.

(1) The final plat of a major subdivision shall be prepared and certification made as to its accuracy by a registered land surveyor licensed to do such work in the State of Utah. Every detail of the plat shall be legible. A poorly-drawn or illegible plat is cause for its denial. A traverse shall not have an error of closure greater than one part in 10,000.

(2) The bearings, distances and curve data of all perimeter boundary lines shall be indicated outside the boundary line. When the plat is bounded by an irregular shore line or a body of water, the bearings and distances of a closing meander traverse should be given and a notation made that the plat includes all land to the water's edge or otherwise.

(3) If a plat is revised, a copy of the old plat shall be provided for comparison purposes.

(4) All blocks and lots within each block shall be

consecutively numbered. Addresses shall be issued by the Department of Engineering and shall be shown on the plat with the corresponding lot number.

(5) For all curves in the plat, sufficient data shall be given to enable the re-establishment of the curves on the ground. The curve data shall include the radius, central angle, tangent, and arc length.

(6) Excepted parcels shall be marked, "Not included in this subdivision."

(7) All public lands and streets shall be clearly identified.

(8) Streets shall be identified by names approved by the Department of Engineering.

(9) All easements shall be designated as such and dimensions given.

(10) All lands within the boundaries of the subdivision shall be accounted for, either as lots, walkways, streets, or as excepted parcels.

(11) Bearings and dimensions shall be given for all lot lines, except that bearings and lengths need not be given for interior lot lines where the bearings and lengths are the same as those of both end lot lines.

(12) Parcels not contiguous shall not be included in one plat, neither shall more than one plat be made on the same sheet. Contiguous parcels owned by different parties may be embraced in one plat, provided that all owners join in the dedication and acknowledgments.

(13) Lengths shall be shown to hundredths of a foot. Angles and bearings shall be shown to seconds of arc.

(14) Surveys shall tie into the state grid or other permanent marker established by the county surveyor.

(15) The information on the plat shall include:

- (a) the name of the subdivision, true north arrow and basis thereof, and date;
- (b) name and address of the owner or owners of record;
- (c) square footage of each lot under one acre or the lot acreage if one acre or larger;
- (d) township, range, section and quarter section if a portion;
- (e) graphic scale;
- (f) State plane coordinate on subdivision boundary;
- (g) survey monuments;
- (h) the total water allocation in acre/feet for each lot and flow rate for its allocation of water;
- (i) approval signature blocks for:

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- (i) any improvement, service and special districts where all or part of the development is located;
 - (ii) the county engineer;
 - (iii) the county surveyor;
 - (iv) the county attorney;
 - (v) the Tooele County Health Department;
 - (vi) the county treasurer indicating at the time of signing that the property is clear of all back taxes;
 - (vii) the county or township planning commission chair; and
 - (viii) the county commission chair.
- (Ord.2000-38, 1/2/01)

- (b) the design phase which will be placed on the planning commission business meeting agenda; and
 - (c) the final plat which will be placed on the planning commission business meeting agenda.
- (2) Planned unit developments may be excused from statutory time limits imposed by Chapter 5 if the planning commission agrees to receiving progress updates by the developer every six months. (Ord.2000-38, 1/2/01)

CHAPTER 6

PLANNED UNIT DEVELOPMENT SUBDIVISIONS

Section

- 13-6-1. Application.**
- 13-6-2. Approval process.**

13-6-1. Application.

- (1) A planned unit development is required for:
 - (a) a division of land into 100 or more lots;
 - (b) a master planned community being presented with mixed uses; or
 - (c) commercial or industrial development or land divisions.

(2) A planned unit development shall follow the procedures in Chapter 5 of this title. Rezone recommendations shall be forwarded to the county commission at completion of the concept phase. Infrastructure and public facilities may be dedicated. A planned unit development shall have a public water system serving all lots. A planned unit development shall be filed on a plat drawn and stamped by a licensed surveyor. (Ord.2000-38, 1/2/01)

13-6-2. Approval process.

- (1) A planned unit development shall be processed in three stages:
 - (a) the concept phase which will go to a planning commission work and business meeting;

CHAPTER 7

DESIGN STANDARDS

Section

- 13-7-1. Application.**
- 13-7-2. Lots.**
- 13-7-3. Streets.**
- 13-7-4. Frontage on arterial and collector roads.**
- 13-7-5. Sidewalks, curbs and gutters.**
- 13-7-6. Blocks.**
- 13-7-7. Monuments.**
- 13-7-8. Easements.**
- 13-7-9. Utilities to be underground.**
- 13-7-10. Sewer systems.**
- 13-7-11. Sanitary sewer mains, laterals, and house connections — Future.**
- 13-7-12. Water supply.**
- 13-7-13. Storm drainage and flood plains.**
- 13-7-14. Fire mitigation standards.**

13-7-1. Application.

- (1) All subdivisions shall comply with the design standards set forth in this Chapter.
- (2) The design and development of subdivisions shall preserve insofar as possible the natural terrain, natural drainage, existing topsoil, and trees.
- (3) Land subject to hazardous conditions such as slides, mud flow, rock falls, snow avalanches, possible mine subsidence, shallow water table, open quarries, floods and polluted or non-potable water supply shall not be subdivided until the hazards have been eliminated or will be eliminated by the construction of the subdivision. (Ord.2000-38, 1/2/01)

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13-7-2. Lots.

(1) No single lot shall be divided by a municipal, service or improvement district, or county boundary line.

(2) A lot shall not be divided by a road or another lot.

(3) The frontage of a wedge-shaped lot shall not be less than 30 feet in width.

(4) Side lot lines shall be at substantially right angles or radial to street lines.

(5) All lots shall front on a publicly dedicated street except as may be approved in planned unit developments, or upon private roads approved by the planning commission, subject to the requirements of Section 15-2-6. Seasonal cabin lots require no public street or private road frontage.

(6) All lots shall conform to area requirements of the existing zoning district. (Ord.2000-38, 1/2/01)

13-7-3. Streets.

(1) Streets shall be designed in accordance with standards adopted by Tooele County.

(2) Streets shall bear the names of existing aligned streets. There shall be no duplication of street names. All street names shall be approved by the Department of Engineering.

(3) The subdivider shall bear the cost of all street and public safety signs which shall be erected by the County Road Department.

(4) Dead-end, stubbed, or cul-de-sac streets shall be no longer than 650 feet from the intersection.

(5) Half streets shall not be permitted in the unincorporated areas of Tooele County. (Ord.2000-38, 1/2/01)

13-7-4. Frontage on arterial and collector roads.

No residential dwelling lots shall directly access arterial or major collector roads. Subdivision design shall provide local access streets to lots along arterial and major collector roads. (Ord.2000-38, 1/2/01)

13-7-5. Sidewalks, curbs and gutters.

(1) Concrete sidewalks, curbs and gutters shall be provided on both sides of all public streets, unless the subdivision is located in a Rural Residential, Agricultural, or Multiple Use zoning district.

(2) Sidewalks shall not be less than five feet in

width.

(3) Sidewalks, curbs and gutters shall be installed in accordance with standards adopted by Tooele County. (Ord.2000-38, 1/2/01)

13-7-6. Blocks.

Block lengths shall be approved by the planning commission. They shall provide for convenient access and circulation for emergency vehicles. Where blocks exceed 1,000 feet in length, pedestrian cross-walks of not less than ten feet in width may be required by the planning commission. (Ord.2000-38, 1/2/01)

13-7-7. Monuments.

(1) Permanent reference monuments shall be installed in accordance with standards adopted by Tooele County. They shall be set on the external boundary of the subdivision, at all street centerline intersections and all beginning and end points of curves, to provide line of sight control for re-establishing the survey.

(2) Block and lot monuments shall be set.

(3) At least one second order benchmark shall be set within every subdivision. (Ord.2000-38, 1/2/01)

13-7-8. Easements.

(1) A ten-foot public utility easement shall traverse the front of each lot.

(2) Guying easements at corners may be required. (Ord.2000-38, 1/2/01)

13-7-9. Utilities to be underground.

All power lines, telephone lines, and other normally overhead utility lines shall be placed underground in all subdivisions. The developer shall establish final utility grades prior to utility lines being placed underground. (Ord.2000-38, 1/2/01)

13-7-10. Sewer systems.

(1) Except as otherwise provided in this section, the subdivider shall provide a piped sanitary sewer system to the property line of every lot in the subdivision. The sewer system shall meet the minimum standards and requirements of the Tooele County Health Department.

(2) Onsite wastewater disposal systems will be approved only when an existing sewer system is more

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than one-half mile away from the boundary line of the subdivision. All onsite wastewater disposal systems shall be approved in writing by the Tooele County Health Department. Subdivisions proposing to use onsite wastewater disposal systems shall submit a feasibility report to the Tooele County Health Department, per Tooele County Health Department Regulation #12. Percolation tests and soil exploration pits shall be required to determine the adequacy of the soil involved for onsite wastewater disposal systems to absorb sewage effluent. At the time an application is made for a building permit, every individual lot which will be serviced by a septic system will require a percolation test where the proposed drain field will be located. The following requirements shall also be met:

(a) Lands filled within the last ten years shall not be divided into building sites which are to be served by septic systems.

(b) Each septic system shall be installed at a depth and location approved by the Tooele County Health Department. Each site must be at least 1500 feet from any shallow water supply well and 100 feet from any other well, stream or water course, and at least ten feet from any dwelling or property line.

(c) Land having a percolation rate slower or faster than standards set by the Tooele County Health Department shall not be divided into building sites to be served by septic systems.

(d) Land rated as having severe limitations for septic tank absorption fields as defined by the County soil survey, U.S. Department of Agriculture, or Natural Resource Conservation Service, shall not be divided into building sites to be serviced by septic systems unless each such building site contains not less than 20,000 square feet of other soils rated suitable for building construction and installation of a septic system.

(e) An applicant desiring to install septic system in soils having severe limitations shall have additional on-site investigations made, including percolation tests. The applicant shall obtain the certification of a soils scientist that specific areas lying within these soils are suitable for the proposed septic system. The facilities shall meet Tooele County Health Department standards and regulations. To be approved, the Tooele County

Health Department must find that proposed corrective measures have overcome the severe soil limitations. (Ord.2000-38, 1/2/01)

13-7-11. Sanitary sewer mains, laterals, and house connections — Future.

Where County and regional general plans indicate that construction or extension of sanitary sewers may serve the subdivision area within a reasonable time, the planning commission may require the installation and capping of sanitary sewer mains and house connections by the subdivider in addition to the installation of temporary individual on-lot sewage disposal systems. Whenever individual on-lot sewage disposal systems are proposed, the subdivider shall either install such facilities or require by deed restrictions or otherwise as a condition of the sale of each lot or parcel within such subdivision that those facilities be installed prior to or during the construction of the principal building. No building permit shall be issued until such installation is assured. In all other cases, sewage disposal facilities shall be provided for every lot or parcel by a complete community or public sewer system. (Ord.2000-38, 1/2/01)

13-7-12. Water supply.

(1) When a public water supply is available, the subdivider shall provide the piped, public water supply to the property line of every lot in any subdivision. The water system shall meet all applicable state and local laws.

(2) The supply of water from a source other than an approved public water system may be approved only if proof of adequate water rights and proof of water availability, flow and quality meeting the Safe Drinking Water Standards by a water sample from wells on ten percent of the lots rounded up to the next whole number. The Tooele County Health Department shall approve the location of the test wells prior to the subdivider drilling them. The samples shall be taken by, and have a complete chemical analysis performed and approved by the Tooele County Health Department. (Ord.2000-38, 1/2/01)

13-7-13. Storm drainage and flood plains.

(1) A storm drainage system for the entire subdivision shall be designed by a professional engineer, licensed in the State of Utah and qualified to

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perform such work. Existing storm drainage features which are to be incorporated in the design shall be identified. If the subdivision has phases, a general storm drainage plan for the entire area shall be presented with the design and engineering phase. Appropriate development stages for the storm drainage system for each phase shall be indicated.

(2) No lot one acre or less in area shall include flood lands. All lots of more than one acre shall contain not less than 40,000 square feet of land at an elevation at least two feet above the elevation of the 100 year recurrence interval flood or, where such data is not available, five feet above the elevation of the maximum flood of record.

(3) Storm drainage systems shall be designed to consider the storm drainage basin as a whole and shall accommodate not only runoff from the subdivision but also, where applicable, the runoff from those areas adjacent to and "upstream" from the subdivision itself, as well as its effects on lands downstream. (Ord.2000-38, 1/2/01)

13-7-14. Fire mitigation standards.

(1) Subdivisions with public water supplies shall be available to provide a minimum fire flow of 250 gallons per minute for two hours at peak usage. Fire hydrants shall be placed in accordance to the National Fire Protection Association standards and shall be identified with a reflectorized marker.

(2) Defensible space for structures and buildings shall be used on remote, mountain, seasonal and recreational subdivisions in conformance with development standards adopted by Tooele County.

(3) Roads and streets shall provide for safe access for emergency equipment and civilian evacuation. They shall be designed for unobstructed traffic circulation during an emergency. All subdivisions with internal roads longer than 650 feet shall have more than one access route, each of which will provide egress to different locations. The design of access routes shall consider traffic circulation and employ looped road networks. (Ord.2000-38, 1/2/01)

CHAPTER 8

CLUSTER SUBDIVISIONS

Section

- 13-8-1. Design standards.**
- 13-8-2. Common open space.**
- 13-8-3. Guarantee of completing improvements.**
- 13-8-4. Continuation of common open space.**
- 13-8-5. Maintenance of common open space.**
- 13-8-6. Density allowed.**

13-8-1. Design standards.

The design of a cluster subdivision in relation to streets, blocks, lots, and common open spaces shall be in harmony with the intent of the Zoning Ordinance and the General Plan. (Ord.2000-38, 1/2/01)

13-8-2. Common open space.

(1) The subdivider shall explain the intended use of the open space. The subdivider shall submit plans of landscaping and improvements for the common open space and provide detail of how the improvements are to be financed and the area maintained.

(2) Streets in cluster subdivisions shall be designed to take advantage of open space vistas and to create drives with a remote or open space character.

(3) The planning commission may impose conditions or restrictions it deems necessary to ensure development and maintenance of the common open space, including plans for disposition or re-use of property if the open space is not maintained in the manner agreed upon or if it is abandoned by the owners. (Ord.2000-38, 1/2/01)

13-8-3. Guarantee of completing improvements.

As assurance of completion of common open space improvements, the subdivider shall file with the county treasurer an improvement installation guarantee. Upon completion of the improvements, the subdivider shall call for final inspection by the Department of Engineering. If the inspection shows that landscaping and construction have been completed in compliance with the approved plan, the Department of Engineering shall authorize release of the guarantee. If the guarantee is not released, the reason therefor shall be given to the subdivider in writing. (Ord.2000-38, 1/2/01)

13-8-4. Continuation of common open space.

As assurance of continuation of common open space use in accordance with the approved subdivision, the

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subdivider shall grant to an association of lot owners, to Tooele County, or place title of the land in perpetuity with a land trust, an "Open Space Easement". The subdivider shall show an open space easement on the final plat. The easement need not give the general public the right of access, but shall provide that the common open space will remain. (Ord.2000-38, 1/2/01)

13-8-5. Maintenance of common open space.

(1) As assurance of maintenance of the common open space and related improvements, the subdivider shall cause to be formed, prior to recording the final plat, a homeowners' association and shall establish articles of incorporation, bylaws and covenants outlining the purpose, organization, and operation of the association.

(2) Such articles of incorporation, bylaws, and covenants shall, among other things, provide that:

- (a) membership shall be mandatory for each lot purchaser and any successive buyer;
- (b) common open space restrictions must be permanent, not just for a period of years; and
- (c) the association shall be responsible for liability insurance, local taxes, and the maintenance of recreational and other facilities.

(3) In the event the homeowners' association fails to maintain the common open space and improvements as approved, Tooele County may, at its option, perform or contract to have performed the required maintenance and recover the costs incidental thereto by means of a lien against the involved properties of the members of the association, or a civil lawsuit against the homeowners association or the offending property owner. (Ord.2000-38, 1/2/01)

13-8-6. Density allowed.

Lot sizes and dimensions in approved cluster subdivisions may be reduced as provided in the Zoning Ordinance, and the standards of the Subdivision Ordinance may be modified by the planning commission and county commission as determined desirable and necessary to accomplish the purposes of cluster subdivision design and construction. (Ord.2000-38, 1/2/01)

CHAPTER 9

FINANCIAL ASSURANCE

Section	
13-9-1.	Improvement installation guarantee.
13-9-2.	Default.
13-9-3.	Maintenance guarantee.
13-9-4.	Acceptance release of surety.
13-9-5.	Engineering review and inspection fee.

13-9-1. Improvement installation guarantee.

(1) In lieu of actual installation of off-site and common open space improvements required by this Subdivision Ordinance, and before final plat approval by the county commission, the subdivider shall guarantee the installation of such improvements by a combination of one or more of the following financial guarantee methods: a corporate surety bond, a deposit in escrow with an escrow holder, a letter of credit with a financial institution, or a deed of trust in the name of Tooele County.

(2) The guarantee shall be in an amount equal to the cost of required improvements as estimated by an engineer retained by the subdivider and approved by the county engineer, or in an amount estimated by the county engineer. The guarantee shall assure the actual construction of such improvements within two years immediately following the approval of the final plat by the county commission.

(3) The guarantee shall be filed with the treasurer.

(4) The guarantee shall be approved as to method, institution and form by the county attorney. (Ord.2000-38, 1/2/01)

13-9-2. Default.

In the event the subdivider defaults or fails or neglects to satisfactorily install required improvements within two years from date of approval of the final plat, the county commission may declare the bond, escrow, deed of trust, or letter of credit forfeit and may execute thereon and install or cause the required improvements to be installed using the proceeds from the collection to defray the expenses thereof. The subdivider shall be responsible for all costs incurred by the county to complete the required improvements in excess of the proceeds of the guarantee amount. (Ord.2000-38, 1/2/01)

13-9-3. Maintenance guarantee.

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The subdivider shall guarantee the improvements will remain in good condition for a period of one year after the date of final acceptance by the county. The subdivider shall make all repairs to and maintain the improvements in good condition during that one-year period at no cost to the county. Upon completion of the improvements, the county shall retain at least 20% of the guarantee for a surety to cover the maintenance period. The exact amount retained shall be determined by the county engineer. Identifying necessary repairs and maintenance rests with the county engineer, whose decision upon the matter shall be final and binding upon the subdivider. The guarantee shall extend to and include, but shall not be limited to the entire street, subgrade, base, and surface and all pipes, joints, valves, backfill and compacting as well as the working surface, curbs, gutters, sidewalks, and other accessories that are, or may be, affected by construction operations. Whenever, in the judgment of the county engineer, the improvements shall need repairs, maintenance, or re-building, the county engineer shall cause a written notice to be mailed or given to the subdivider. Upon receipt, the subdivider shall undertake and complete such repairs, maintenance or re-building. If repairs are not complete within the specified time, Tooele County shall have such repairs made, and the cost of such repairs shall be paid by the subdivider or by the county using the guarantee. (Ord.2000-38, 1/2/01)

13-9-4. Acceptance and release of surety.

(1) The subdivider shall submit to the Department of Engineering a copy of the as-built construction drawings. Acceptance of all improvements shall be in writing from the county engineer.

(2) Final inspection by the county engineer shall be made one year after all work has been completed and before release of the guarantee. All defects shall be corrected before acceptance by the county.

(3) Upon completion of off-site improvements and approval by the county engineer, the financial assurances may be released, at which time the subdivision will be deemed accepted. (Ord.2000-38, 1/2/01)

13-9-5. Engineering review and inspection fee.

In addition to the improvement and maintenance guarantee, the subdivider shall deposit with the county auditor a sum equal to three percent of the cost of the

improvements to cover engineering review and inspection. (Ord.2000-38, 1/2/01)

CHAPTER 10

VACATION, ALTERATION, AND AMENDMENT OF SUBDIVISION PLATS

Section

13-10-1. Vacating or changing a subdivision plat.

13-10-2. Notice of hearing for plat change.

13-10-3. Grounds for vacating or changing a plat.

13-10-1. Vacating or changing a subdivision plat.

(1) Subject to Subsection (2), the planning commission may, with or without a petition, consider any proposed vacation, alteration or amendment of a subdivision plat, any portion of a subdivision plat, or any street, lot or alley contained in a subdivision plat at a public hearing.

(2) If a petition is filed, the county commission shall hold the public hearing within 45 days after receipt of the planning commission's recommendation under Subsection (1) if:

(a) the plat change includes the vacation of a public street or alley;

(b) any owner within the plat notifies the County of their objection in writing within ten days of receiving mailed notification; or

(c) a public hearing is required because all of the owners in the subdivision have not signed the revised plat.

(3) (a) Before the county commission may consider a proposed vacation, alteration, or amendment, the county commission shall refer the proposal to the planning commission for its recommendation.

(b) The planning commission shall give its recommendation within 30 days after the proposed vacation, alteration, or amendment is referred to it.

(4) Any fee owner, as shown on the last county assessment rolls, of land within the subdivision that has been laid out and platted may, in writing, petition the county commission to have the plat, any portion of it, or any street or lot contained in it, vacated, altered or

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amended.

(5) Each petition to vacate, alter, or amend an entire plat, a portion of a plat, or a street or lot contained in a plat shall include:

- (a) the name and address of all owners of record of the land contained in the entire plat;
- (b) the name and address of all owners of record of land adjacent to any street that is proposed to be vacated, altered, or amended; and
- (c) the signature of each of these owners who consents to the petition.

(6) A petition that lacks the consent of all owners may not be scheduled for consideration at a public hearing before the planning commission until the notice required by this Subdivision Ordinance is given. The petitioner shall pay the costs of the notice.

(7) Subject to Subsection (1), if the planning commission proposes to vacate, alter or amend a subdivision plat or any street or lot contained in a subdivision plat, they shall consider the issue at a public hearing after giving the notice required by this Subdivision Ordinance.

(8) Subject to Subsection (2), if the responsible body or officer proposes to vacate, alter, or amend a subdivision plat, or any street or lot contained in a subdivision plat, they shall consider the issue at a public hearing after giving the notice required by this title.

(9) Petitions to adjust lot lines between adjacent properties may be executed upon the recordation of an appropriate deed if:

- (a) no new dwelling lot or housing unit results from the lot line adjustment;
- (b) the adjoining property owners consent to the lot line adjustment;
- (c) the lot line adjustment does not result in remnant land that did not previously exist;
- (d) the adjustment does not result in violation of applicable zoning requirements;
- (e) the name of a recorded subdivision may be changed by recording of an amended plat making that change, as provided in this section; and
- (f) except as provided in Subsection (8)(a), the recording of a declaration or other document that purports to change the name of a recorded plat is void. (Ord.2000-38, 1/2/01)

13-10-2. Notice of hearing for plat change.

(1) The planning commission shall give notice of the proposed plat change by mailing the notice to all owners, addressed to their mailing addresses appearing on the rolls of the county assessor. The planning commission shall ensure that the notice includes:

- (a) a statement that anyone objecting to the proposed plat change must file a written objection to the change within ten days of the date of the notice;
- (b) a statement that if no written objections are received by the county commission within the time limit, no public hearing will be held; and

(c) the date, place and time when a hearing will be held, if one is required, to consider a vacation, alteration or amendment without a petition when written objections are received or to consider any petition that does not include the consent of all land owners.

(2) If the proposed change involves the vacation, alteration or amendment of a street, the planning commission shall give notice of the date, place and time of the hearing by:

- (a) mailing notice as required in subsection (1); and
- (b) publishing the notice once a week for four consecutive weeks before the hearing in a newspaper of general circulation in Tooele County. (Ord.2000-38, 1/2/01)

13-10-3. Grounds for vacating or changing a plat.

(1) Within 30 days after the public hearing, the planning commission shall consider the petition.

(a) If the planning commission is satisfied that neither the public nor any person will be materially injured by the proposed vacation, alteration, or amendment, and that there is good cause for the vacation, alteration, or amendment, the county commission by ordinance, may vacate, alter, or amend the plat, any portion of the plat, or any street or lot.

(b) The planning commission may approve the vacation, alteration, or amendment by ordinance, amended plat, administrative order, or deed containing a stamp or mark indicating approval by the responsible body or officer.

(c) The planning commission shall ensure that

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the vacation is recorded in the office of the county recorder.

(2) Any aggrieved party may appeal the planning commission's decision to district court as provided in Utah Code Annotated Section 17-27-1001. (Ord.2000-38, 1/2/01)

WARRANTY DEED

MARTELL RUSSELL of St. John, County of Tooele, State of Utah and AUTHENIA RUSSELL and BERNICE H. RUSSELL, his wife of Tooele, County of Tooele, State of Utah, Grantors, hereby CONVEY and WARRANT to TOOELE COUNTY, a municipal corporation, Grantee of Tooele County, State of Utah, for the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, including but not limited to Tooele County enclosing the below described premises with a fence:

Beginning at a point which is 2640 feet North of the South Quarter of Section 32, Township 4 South, Range 5 West (better described as the middle of section) thence East 130 feet; thence North 1320 feet; thence West 330 feet; thence South 1320 feet; thence East 200 feet to the point of beginning, containing 10 acres.

WITNESS, the hands of said Grantors, this 27 day of January, A.D. 1978.

Signed in the Presence of

Handwritten signatures of Martell Russell, Authenia Russell, and Bernice H. Russell, along with a signature of the notary public.

STATE OF UTAH) :ss. COUNTY OF TOOELE)

On the 27 day of January, A.D. 1978 personally appeared before me MARTELL RUSSELL and AUTHENIA RUSSELL and BERNICE H. RUSSELL, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public signature and name: L. J. [unclear] Residing at: [unclear]

My Commission Expires: 8-12-79

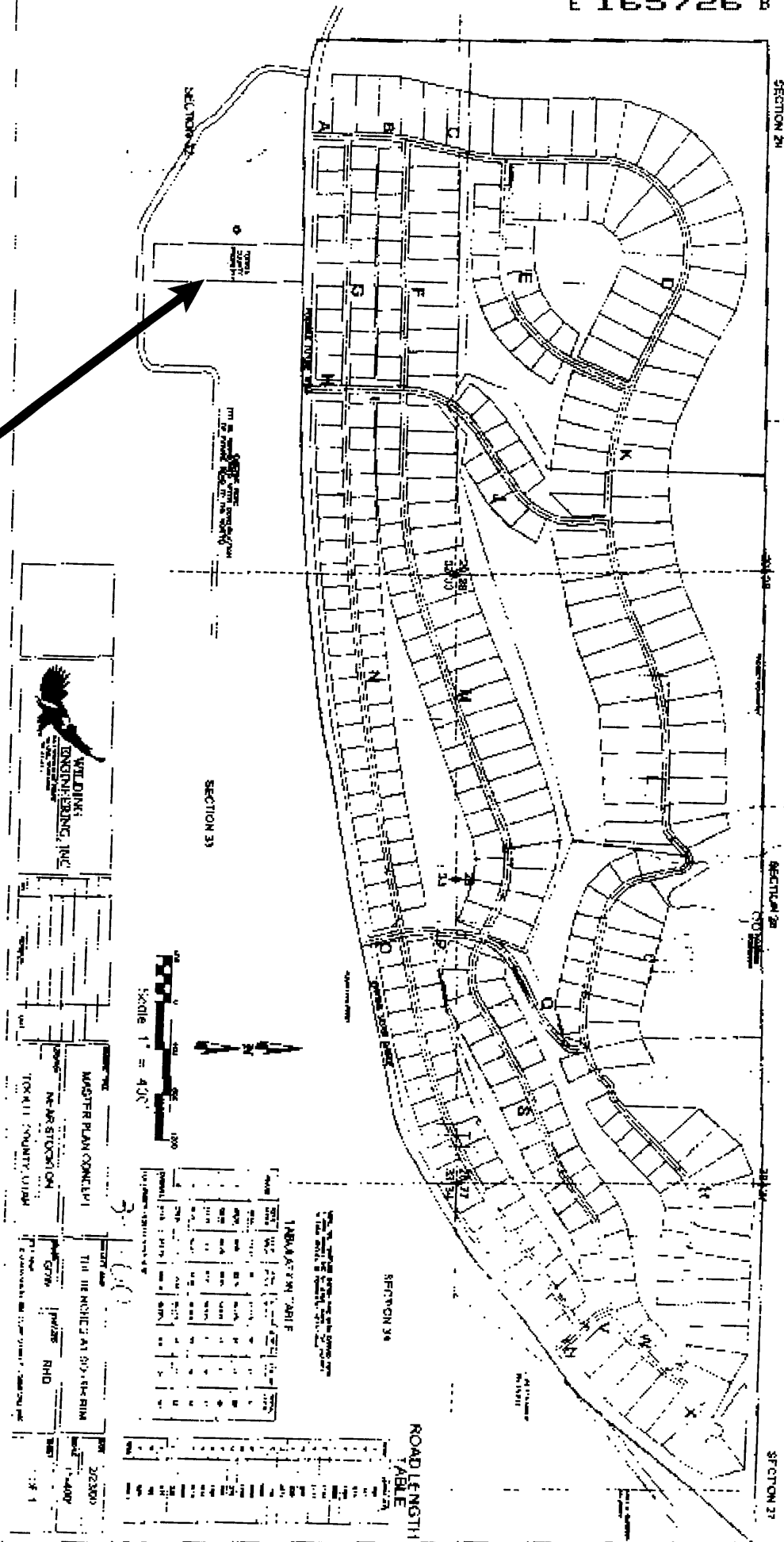
322380 No. 322380 RECORDED AT THE REQUEST OF [unclear] DONNA S. MCKENDRICK, TOOELE COUNTY RECORDER DATE JAN 27 1978 TIME 2:00 PM BOOK 56 OF RECORDS PAGE 65 FEE [unclear] DONNA S. MCKENDRICK, TOOELE COUNTY RECORDER Tooele County Recorder DONNA S. MCKENDRICK

Exhibit E

EXHIBIT F - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT

THE BENCHES AT SOUTH RIM
MASTER PLAN CONCEPT

EXHIBIT F - DEVELOPMENT AGREEMENT FOR L & B DEVELOPMENT COMPANY, INC., THE BENCHES AT SOUTH RIM PROJECT



Gravel pit location



WILDING ENGINEERING, INC.
MASTER PLAN CONCEPT
THE BENCHES AT SOUTH RIM
TOKILL COUNTY, OHIO

L & B DEVELOPMENT COMPANY, INC.

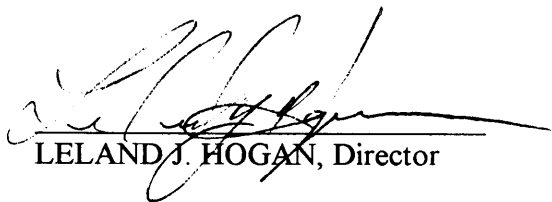
RESOLUTION OF THE BOARD OF DIRECTORS

The undersigned, being all of the Directors of L&B DEVELOPMENT COMPANY, INC., duly organized under the laws of the State of Utah, by this writing adopt the following resolution:

DEVELOPMENT AGREEMENT:

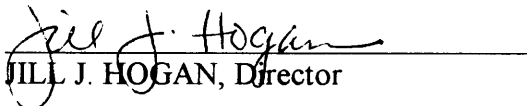
RESOLVED, that the Corporation enter into a Development Agreement with Tooele County for the development of the "Benches at South Rim" project which includes six phases. Said Development Agreement having been signed and executed by Tooele County and L&B Development Company, Inc. on July 3, 2001.

Dated this 5th day of July, 2001.


LELAND J. HOGAN, Director


WILLIAM J. HOGAN, Director


JOYCE R. HOGAN, Director


JILL J. HOGAN, Director