

**MASTER DEVELOPMENT AGREEMENT
FOR SARATOGA SPRINGS DEVELOPMENT (LAKESIDE)
PLATS 14, 16A, 25, 26, AND 27**

THIS MASTER DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on March 20, 2014, by and between the City of Saratoga Springs, Utah, a Utah municipal corporation, hereinafter referred to as "City," Wardley Properties, LLC, and AY Lakeside LLC (formerly Wardley/WDF/AY, LLC), hereinafter referred to as "Developers" collectively or "Developer" individually.

RECITALS:

WHEREAS, Developers are the owners and developers of unrecorded parcels in the development known as Saratoga Springs Development in Saratoga Springs, Utah (the "Property"), which is more fully described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, Wardley Properties, LLC owns Plats 14 and 16 A and AY Lakeside, LLC owns Plats 25, 26 and 27; and

WHEREAS, Developers, or their predecessors in interest, entered into a Master Development Agreement dated April 13, 2000, and an Amended Master Development Agreement on December 14, 2004 ("original MDAs"); and

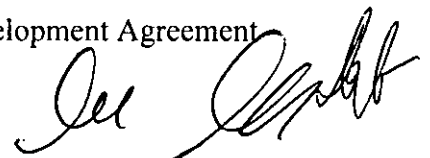
WHEREAS, the original MDAs have expired and Developers have no vested rights under the original MDAs because, per their terms, the owners had not received final approval of any subdivisions and site plans and had not recorded such prior to the expiration of the original MDAs; and

WHEREAS, Plats 14, 16A, 25, 26, and 27 of the Property are currently zoned R-3 with a PUD Overlay, which zone was granted per the original MDA; and

WHEREAS, the City Council has the legislative discretion to rezone the Property to the prior zone of R-3 with no PUD Overlay zone due to the fact the original MDAs have expired; and

WHEREAS, Developers wish to enter into this Agreement to ensure that the Property remains subject to the current regulations applicable to properties located within the R-3 zone with a PUD Overlay zone ("PUD R-3"), which request shall hereinafter be referred to as the "Zoning Request"; and

WHEREAS, the City desires to enter into this Agreement to promote the health, safety, welfare, convenience, and economic prosperity of the inhabitants of the City through the establishment and administration of conditions and regulations concerning the use and



development of the Property; and

WHEREAS, the City desires to enter into this Agreement because this Agreement establishes planning principles, standards, and procedures to eliminate uncertainty in planning and to guide the orderly development of the Property consistent with the City General Plan, the City Code; and the conditions imposed by the Planning Commission and City Council; and

WHEREAS, to assist the City in its review of the Zoning Request and to ensure development of the Property in accordance with Developers' representations to City, Developers and City desire to voluntarily enter into this Agreement, which sets forth the processes and standards whereby Developers may develop the Property; and

WHEREAS, this Agreement shall supersede and replace the Original MDAs and all of its accompanying exhibits; and

WHEREAS, on _____, 2014, after a duly noticed public hearing, City's Planning Commission recommended approval of Developers' Zoning Request, this Agreement, and a new Master Development Plan and forwarded the application to the City Council for its consideration, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit "B"; and

WHEREAS, on _____, 2014, the Saratoga Springs City Council ("City Council"), approved Developer's Zoning Request, this Agreement, and the new Master Development Plan, subject to the findings and conditions contained in the Staff Report and written minutes attached hereto as Exhibit "C"; and

WHEREAS, this Agreement constitutes the Master Development Plan as provided for in City Code § 19.13.08 and identifies the land uses, densities, obligations for construction of utilities, improvements, and infrastructure, and general phasing of the development; and

WHEREAS, to allow development of the Property for the benefit of Developers and to ensure that the development of the Property will conform to applicable ordinances, regulations, and standards, Developers and City are each willing to voluntarily abide by the terms and conditions set forth herein; and

WHEREAS, pursuant to its authority under Utah Code § 10-9a-101, et seq., and after all required public notice and hearings, the City Council, in exercising its discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City Code (collectively, the "Public Purposes"). As a result of such determination, City has elected to process the Zoning Request and authorize the subsequent development thereunder in accordance with the provisions of this Agreement, and the City has concluded that the terms and conditions set forth in this Agreement accomplish the Public Purposes referenced above and promote the health, safety, prosperity, security, and general welfare of the residents and taxpayers of the City.

AGREEMENT:

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

1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the City (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.
2. Affected Property. The Property Ownership Map, Vicinity Map, and Legal Descriptions for the Property are attached as Exhibit "A." This Agreement shall be recorded against the Property as provided in Section 26 below. No other property may be added to or removed from this Agreement except by written amendment to this Agreement executed and approved by Developers and City.
3. Zone Classification and Permitted Uses. Subject to the terms of this Agreement, the future development of the Property shall be subject to the provisions of the PUD R-3 zone as they exist on the effective date of this Agreement. However, the land uses allowed on the Property shall be governed by Title 19 of the City Code in effect at the time of preliminary plat application, except to the extent this Agreement is more restrictive. In the event of a conflict between the R-3 zone and PUD Overlay zone requirements of Title 19, the PUD Overlay zone requirements shall take precedence.
4. Applicable Code Provisions. All provisions of Title 19 of the City Code as constituted on the effective date of this Agreement shall be applicable to the Property except to the extent this Agreement is more restrictive. The parties acknowledge that in order to proceed with development of the Property, Developers shall comply with the requirements of this Agreement, Title 19 of the City Code, and other requirements generally applicable to development in the City. In particular, and not by way of limitation, Developers shall conform to the requirements of Chapter 19.04 (Establishment of Land Use Zones and Official Map), Chapter 19.07 (PUD), the City's engineering standards and specifications, and the project plan approval processes therein. In the event of a conflict between the R-3 zone and PUD Overlay zone requirements of Title 19, the PUD Overlay zone requirements shall take precedence.
5. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation, and other land use plans, policies, ordinances, and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police powers, such legislation shall not modify Developers' vested rights as set forth herein unless facts and circumstances are present that meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in *Western Land*

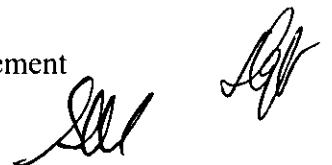
Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah 1988), or successor case law or statute. Any such proposed change affecting Developers' vested rights shall be of general applicability to all development activity in City. Unless City declares an emergency, Developers shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property.

6. Rights and Obligations under Master Development Agreement. Provided the Zoning Request is granted, and subject to the terms and conditions of this Agreement, Developers shall have the vested right under this Agreement to develop under the PUD R-3 zone as it exists on the effective date of this Agreement if the requirements of that zone are met. Developers shall be required to apply for and obtain approval for each subdivision or site plan provided for in the Master Development Plan and to otherwise comply with all provisions of the City Code, except as otherwise expressly provided in this Agreement. Developers' vested right of development of the Property pursuant to this Agreement and the PUD R-3 is expressly subject to and based upon strict compliance and performance by Developers of all of the terms, conditions, and obligations of Developers under this Agreement, City ordinances, regulations, specifications, and standards (hereinafter "City regulations"), and the Exhibits attached to this Agreement.

7. Densities and Minimum Lot Sizes.
 - a. Pursuant to the PUD Overlay Zone (Chapter 19.07 of the Land Development Code), Developers are entitled to develop separate phases that exceed the density of the PUD R-3 zone for a particular phase but only if the approved overall plan does not exceed the maximum allowable density of the PUD R-3 zone. The City Council hereby finds that the overall density of the Property will not exceed 4 units per acre. This section 7 shall qualify as the Phasing Plan required pursuant to Section 19.07.10.

 - b. Developers shall be entitled to develop up to 268 single family lots. Plat 14 shall be allowed to develop up to 35 single family lots, Plat 16A shall be allowed to develop up to 4 single family lots, and Plats 25-27 shall be allowed to develop up to 229 single family lots. The ability of a Developer to reach the maximum number of lots depends on the physical constraints of the property, the location of utilities and improvements, and the required minimum lot sizes herein.

 - c. Lot sizes of Plats 14 and 16A shall be a minimum of 10,000 square feet. Lot sizes of Plats 25-27 shall be a minimum of 7,000 square feet. For the 7,000 square foot lots, the City Council finds that granting the variation does not adversely affect the rights of adjacent landowners or residents, will not adversely affect the public health, safety, or general welfare, and is not contrary to the general spirit and intent of Chapter 19.07 of the Land Development Code or the Land Use Element of the General Plan.



8. Water Infrastructure, Dedications, and Fees.

- a. Dedication of Water. Developers shall convey to or acquire from the City water rights sufficient for the development of the Property according to City regulations in effect at the time of plat recordation. Water rights to meet culinary and secondary water requirements must be approved for municipal use with approved sources from City owned wells or other sources at locations approved by the City. Prior to acceptance of the water rights from Developers, the City shall evaluate the water rights proposed for conveyance and may refuse to accept any right that the City determines to be insufficient in annual quantity or rate of flow, that has not been approved for change to municipal purposes within the City or for diversion from City owned wells by the Utah State Engineer, or that does not meet City regulations.
- b. Water Facilities for Development. At the time of plat recordation, Developers shall be responsible for the installation and dedication to City of all onsite and offsite culinary and secondary water improvements, including water sources and storage and distribution facilities, sufficient for the development of Developers' Property in accordance with the City regulations and this Agreement. The anticipated water improvements required for the entire Property are set out in Exhibit "D" to this Agreement. This exhibit is the City's best estimate at this time as to the required improvements and is not intended to be an exhaustive list. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the exhibits herein but may be adjusted in accordance with current City regulations and this Agreement.
- c. City Service. City shall provide service to Developers' property and maintain the improvements intended to be public upon Developers' installation of the improvements, Developers' dedication to the City, and acceptance in writing by the City at the end of the warranty period so long as the improvements meet City regulations and the requirements of any applicable special service district.

9. Sewer, Storm Water, and Roads.

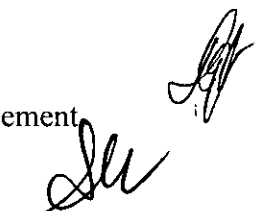
- a. At the time of plat recordation, Developers shall be responsible for the installation and dedication to City of all onsite and offsite sewer, storm drainage, and road improvements sufficient for the development of Developers' Property in accordance with the City regulations and this Agreement. The anticipated improvements required for the entire Property are set forth in Exhibits E, F, and G. These exhibits are the City's best estimate at this time as to the required improvements on Developers' property and are not intended to be exhaustive lists. The required improvements for each plat shall be determined by the City Engineer at the time of plat submittal and shall primarily be based on the exhibits herein but may be adjusted in accordance with current City regulations.

- b. Except for improvements to Redwood Road, all roads improvements required to be installed shall remain private road improvements and shall be dedicated to a Homeowners Association for perpetual maintenance. City shall not be obligated to maintain any of these private roads.
- c. City shall provide service to Developers' property and maintain the improvements intended to be public upon dedication to the City and acceptance in writing by the City at the end of the warranty period, so long as the improvements meet City regulations and the requirements of any applicable special service district.

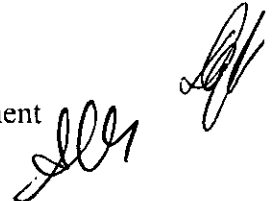
10. Parks, Trails, and Open Space Improvements.

- a. Per the requirements of Title 19, Developers shall be responsible to develop and, in some cases, dedicate to public use certain parks, trails, and open space in an amount as required by the current zone of each parcel of property. The location of and required improvements for each plat shall be determined by the City at the time of plat submittal and shall be based on current City regulations. Except as provided otherwise in Exhibit "H" below, Developers shall also comply with the City's Parks, Recreation, Trails, and Open Space Master Plan. The location of some of the required parks, trails, and open space is specified in Exhibit "H"
- b. Developers shall ensure that a homeowners association assumes maintenance and operation responsibilities of all parks, trails, and open space improvements, and Developers shall provide written documentation to City of such. If Developers are unable to immediately provide such documentation, Developers shall maintain the parks, trails, and open space and post a maintenance bond in a form approved by the City to guarantee continued maintenance until assumption by a homeowners association.
- c. Some of the required parks, trails, and open space improvements are intended to be accessed by the public but installed by Developers and maintained by and dedicated to a homeowners association. For these improvements, Developers will be required to grant public access easements according to City regulations

11. Street Lighting SID. At the time of plat recordation, the Property shall be added to the City's Street Lighting Special Improvement District ("SID") for the maintenance of street lighting, unless the City Council finds that inclusion of the property within each plat will adversely affect the owners of properties already within the SID. Developers shall consent to the Property being included in the SID as a condition to final plat approval. The SID is not for the installation of street lights but for maintenance by the City. In all cases, Developers shall be responsible for installation of street light improvements. In addition, should the Property be included in the SID, Developers shall be responsible for dedication to the City of the street lighting improvements, after which the City shall maintain the improvements.



12. Performance and Warranty Bonds. For any improvement required to be installed pursuant to this Agreement and City regulations, Developers shall be required to post a performance and warranty bond and sign a bond agreement on forms approved by the City to guarantee installation and good workmanship of the improvements, which shall occur concurrently with recordation of each plat. Each bond agreement shall be recorded against the portion of the Property to which it applies.
13. Capacity Reservations. Any reservations by the City of capacities in any facilities built or otherwise provided to the City by or for Developers shall be determined at the time of plat recordation in accordance with City regulations.
14. Upsizing of Improvements/Master Planned Improvements. The parties acknowledge and recognize that the Property is large in size, will be developed in multiple phases, and is owned by multiple Developers. As a result, there is a direct connection between: (a) the development of an individual Developer's property; and (b) the entire Property and the need to provide master-planned improvements and facilities, including the need to upsize improvements and facilities. As specified in this Agreement and exhibits, and as determined by the City at time of plat submittal, Developers may be responsible for the upsizing of improvements to service more than an individual Developer's land within the Property. In such a case, Developers shall first be required to cooperate with each other to coordinate the funding and construction of upsizing where multiple properties are benefited so that no single Developer shall be responsible for upsizing all of the improvements that are required to service multiple properties. In the event a Developer is unsuccessful at securing other Developers' cooperation after reasonable efforts, the Developer may be eligible for a reimbursement or pioneering agreement with the City, to be compensated for additional or incremental expenses over and above the requirements relating to that Developer's property, in accordance with City regulations and if approved by the City in writing. Developers may only be eligible for reimbursement/pioneering agreements for the following improvements: 10" looped secondary water line upsizing and the sewer pump and force main.
15. Title – Easement for Improvements. Developer shall acquire, improve, dedicate, and convey to the City all land, rights of way, easements, and improvements for the public facilities and improvements required to be installed by Developers pursuant to this Agreement. The City Engineer shall determine the alignment of all roads and utility lines and shall approve all descriptions of land, rights of way, and easements to be dedicated and conveyed to the City under this Agreement. Developers shall also be responsible for paying all property taxes including rollback taxes prior to dedication or conveyance and prior to acceptance by City. Developers shall acquire and provide to the City, for review and approval, a title report from a qualified title insurance company covering such land, rights of way, and easements. Developers shall consult with the City Attorney and obtain the City Attorney's approval of all instruments to convey and dedicate the land, rights of way, and easements hereunder to the City.

Two handwritten signatures are present in the bottom right corner of the page. The signature on the left is written in dark ink and appears to be 'JLL'. The signature on the right is written in a lighter ink and appears to be 'JH'.

16. Sewer Fees. Timpanogos Special Service District ("TSSD") requires the City to pay a Capital Facilities Charge, which is billed to the City on a monthly basis and is subject to change from time to time. The Capital Facilities Charge is currently collected by the City with monthly utility billing to utility users, but may hereafter be collected directly by TSSD and may hereafter be collected as a Capital Facilities Charge. This is a separate and distinct charge from the TSSD impact fees. The City also imposes and collects sewer connection fees and sewer impact fees on development. Developers acknowledge and agree that the said TSSD Capital Facilities Charge or impact fee is separate from and in addition to the City's sewer connection fees and sewer impact fees and that payment of both the TSSD Capital Facilities Charge and impact fee and the City's impact and connection fee for each connection is a condition to the City providing sewer service to the lots, residences, or other development covered by this Agreement. Developers reserve to themselves the opportunity to challenge any fees collected by TSSD

17. Other Fees. The City may charge other fees that are generally applicable to development in the City, including but not limited to subdivision, site plan, and building permit review fees, connection fees, impact fees, taxes, service charges and fees, and assessments.

18. Plat, Site Plan, or Development Plan Approval. In the event the City Council approves the Zoning Request and Developers are ready to proceed with preliminary plat or site plan submittal and approval, Developers shall submit preliminary or site plan applications for all or a portion of the Property. Such application shall include project plans and specifications (including site and building design plans) (referred to in this Section 17 as "Plans") for the portion of the Property being developed.
 - a. In particular, such Plans shall meet the following requirements:
 - i. be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the project meets City regulations (including the size, scope, composition of the primary exterior components, on- and off-site vehicular and pedestrian access, and general project design) and in accordance with the terms and conditions of this Agreement;
 - ii. comply with all City standards and requirements applicable to drainage, utilities, traffic, etc.;
 - iii. comply with conditions imposed on the project by the Planning Commission and the City Council during the plat and site plan approval process as set forth in the adopted staff reports and official written minutes; and
 - iv. comply with all City codes, ordinances, regulations, and standards; and
 - v. Comply with the Design Guidelines as outlined in Exhibit "I".

 - b. Developers shall:
 - i. comply with the conditions of approval of this Agreement, Master

- Development Plan, and the Zoning Request as set forth in Exhibits B through C;
 - ii. comply with all City codes, ordinances, regulations, specifications, and standards;
 - iii. record Covenants, Conditions, and Restrictions that substantially meet the requirements in Exhibit "J"; and
 - iv. provide other information as City may reasonably request.
 - v. note any requirement herein on all final plans and final plats for the project on the body of the plan or plat along with all other notes required by City; provided, however, that a condition need not be placed on a final plan or plat as a note if such plan clearly illustrates the substance and requirements of the condition.
- c. Standards for Approval. The City shall approve the Plans if such Plans meet the standards and requirements enumerated herein and conforms with City regulations and, in particular, conforms to the design guidelines set forth in Exhibit "I" and any condition in Exhibits B through J attached to this Agreement. City shall accept as prima facie proof of meeting the design guidelines and the covenants, conditions, and restrictions a letter from the applicable homeowners association(s) indicating compliance. Developers shall be required to proceed through the approval process as required in Title 19 of the City Code, record a Final Plat with the Utah County Recorder, pay all recording fees, and comply with all City regulations.
- d. Commencement of Site Preparation. Developers shall not commence site preparation or construction of any project improvement on the Property until such time as the Plans have been approved by City in accordance with the terms and conditions of this Agreement and all City regulations.
- e. Project Phasing and Timing. Upon approval of the Plans, subject to the provisions of this Agreement and exhibits attached hereto, Developers may proceed by constructing the project all at one time or in phases as allowed in City regulations.
- f. Changes to Project. No material modifications to the Plans shall be made after approval by City without City's written approval of such modification. Developers may request approval of material modifications to the Plans from time to time as Developers may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which: (i) increases the total perimeter size (footprint) of building area to be constructed on the portion of the Property being developed by more than ten (10) percent; (ii) substantially changes the exterior appearance of the project; (iii) reduces the total percentage of open space areas and public improvements by any amount that is not de minimus; or (iv) changes the functional design of the project in such a way




that materially and negatively affects traffic, drainage, or other design characteristics. Modifications to the Plans which do not constitute material modifications may be made without the consent of City. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City approval. Modifications shall be approved by City if such proposed modifications are consistent with City's then applicable rules and regulations for projects in the zone where the Property is located and are otherwise consistent with the standards for approval set forth herein.

19. Time of Approval. Any approval required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with procedures applicable to the PUD R-3 zone, the City's Land Development Code, and City codes, ordinances, regulations, and standards.

20. Termination of Agreement. The term of this Agreement shall commence on the date of this Agreement and shall continue for a period of ten years from said date. This Agreement shall continue beyond its term as to any rights or obligations for subdivisions or site plans that have been given final approval and have been recorded prior to the end of the term of this Agreement. However, this Agreement shall terminate as to any subdivisions or site plans that have not been given final approval and have not been recorded prior to the end of the term of this Agreement, provided that the City has proceeded in good faith to review the submissions or site plans within a reasonable time. This Agreement shall also terminate at such time as all development covered by this Agreement is approved and completed and all obligations of Developers have been met, at which time the City and Developer may execute a "Notice of Termination/Expiration" to be recorded against such portion of the Property to which this Agreement no longer applies. Upon expiration of this Agreement or breach by Developers in accordance with section 21 below, the zoning for the Property (or portion thereof owned by a breaching Developer in the event of an uncured breach by one Developer) shall automatically revert to the R-3 zone with no PUD Overlay zone for such portions of the Property that have not received final approval and have not been recorded. One or more Developers and City may extend this Agreement beyond its 10 year term by mutual agreement of the parties.

21. Successors and Assigns.
 - a. Change in Developer. This Agreement shall be binding on the successors and assigns of Developers. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the Developer and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer Developer provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described

above, the Transferee shall be substituted as a Developer under this Agreement and the persons and/or entities executing this Agreement as Developer of the transferred property shall be released from any further obligations under this Agreement as to the transferred property.

- b. Individual Lot or Unit Sales. Notwithstanding the provisions of subsection 20.a., a transfer by a Developer of a lot or condominium dwelling unit located on the Property within a City approved and recorded plat shall not be deemed a Transfer as set forth above so long as the Developer's obligations with respect to such lot or dwelling unit have been completed. In such event, the Developer shall be released from any further obligations under this Agreement pertaining to such lot or dwelling unit.

22. Default.

- a. Events of Default. Upon the happening of one or more of the following events or conditions an individual Developer or City, as applicable, shall be in default ("Default") under this Agreement:
 - i. a warranty, representation, or statement made or furnished by a Developer under this Agreement is intentionally false or misleading in any material respect when it was made;
 - ii. a determination by City made upon the basis of substantial evidence that a Developer has not complied with one or more of the material terms or conditions of this Agreement; or
 - iii. any other event, condition, act, or omission, either by City or a Developer that violates the terms of, or materially interferes with, the intent and objectives of this Agreement.
- b. Procedure Upon Default.
 - i. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty days written notice specifying the nature of the alleged Default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event the Default cannot reasonably be cured within thirty days, the defaulting party shall have such additional time as may be necessary to cure such Default so long as the defaulting party takes significant action to begin curing such Default with such thirty day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of said thirty day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in subsection 21.c. herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default.




- ii. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed, or stopped any required performance or effort to cure a Default.
- c. Breach of Agreement. All parties shall work in good faith to comply with this Agreement. Upon Default as set forth in subsections 21.a. and 21.b. above, City may, after providing notice of Default as provided in Section 27.g declare the defaulting Developer to be in breach of this Agreement and City, until the breach has been cured by the defaulting Developer, may, for the property owned by the defaulting Developer, do any of the following: (i) refuse to process or approve any application for subdivision or site plan approval; (ii) withhold approval of any or all building permits or certificates of occupancy applied for in the Property, but not yet issued; (iii) refuse to approve or to issue any additional building permits or certificates of occupancy for any building within the Property; and (iv) refuse to honor any obligation in this Agreement. Furthermore, if the Default is not cured and this Agreement is terminated, the zoning of the portion of the Property of the defaulting Developer shall automatically revert to R-3 zone with no PUD Overlay zone. In addition to such remedies, City or Developers may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.
23. Rights of Access. The City Engineer and other representatives of the City shall have a reasonable right of access to the Property and all development pursuant to this Agreement during development and construction to inspect or observe the work on the improvements and to make such inspections and tests as are allowed or required under the City's ordinances.
24. Entire Agreement. Except as provided herein, this Agreement shall supersede all prior agreements with respect to the development of the Property including but not limited to development agreements, site plan agreements, subdivision agreements, and reimbursement agreements not incorporated herein, and all prior agreements and understandings are merged, integrated, and superseded by this Agreement.
25. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:
- | | |
|----------------|----------------------|
| a. Exhibit "A" | Property Description |
| Exhibit "A-1" | Overall Plat Exhibit |




- Exhibit "A-2" Plats 25, 26, and 27 Exhibits
 - Exhibit "A-3" Wiltshire (Plat 14), Plat 16A Exhibits
 - b. Exhibit "B" Planning Commission Staff Report and Written Minutes with Adopted Findings and Conditions
 - c. Exhibit "C" City Council Staff Report and Written Minutes with Adopted Findings and Conditions
 - d. Exhibit "D" Water Facilities
 - Exhibit "D-1" Waterline Infrastructure Exhibit
 - Exhibit "D-2" Secondary Water Infrastructure Exhibit
 - e. Exhibit "E" Sewer
 - Exhibit "E-1" Sewer Line Infrastructure Exhibit
 - f. Exhibit "F" Storm Water
 - Exhibit "F-1" Storm Drain Infrastructure Exhibit
 - g. Exhibit "G" Roads
 - Exhibit "G-1" Roadway Infrastructure Exhibit
 - h. Exhibit "H" Parks, Trails, and Open Space
 - Exhibit "H-1" Parks and Open Space for Plats 25, 26, and 27
 - Exhibit "H-2" Trails for Plats 25, 26, and 27
 - Exhibits "H-3" Bird Watching Tower
 - i. Exhibit "I" Design Guidelines
 - j. Exhibit "J" Covenants, Conditions, and Restrictions
26. Federal and State Requirements. The Property is located in areas with sensitive lands that are regulated by state and federal laws and covered by certain agreements between Developers and state/federal entities. Development of the property shall comply with all such regulations, which pertain to issues including but not limited to wetlands, sovereign lands, sensitive lands, historical preservation, flood plains, and high-water tables. City has the option, but not the obligation, to enforce such regulations.
27. General Terms and Conditions.
- a. Incorporation of Recitals. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.




- b. Recording of Agreement. This Agreement shall be recorded at Developers' expense to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.
- c. Severability. Each and every provision of this Agreement shall be separate, severable, and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.
- d. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties, each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.
- e. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect the health, safety, and welfare of the citizens of City.
- f. State and Federal Law; Invalidity. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void.
- g. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developers violate the rules, policies, regulations, or ordinances of City or violate the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developers have used their reasonable best efforts to cure such violation within such thirty days and is continuing to use their reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developers. City shall be free from any liability arising out of the exercise of its rights under this section.
- h. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be




deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Agreement, no officer, official, or agent of City has the power to amend, modify, or alter this Agreement or waive any of its conditions as to bind City by making any promise or representation not contained herein.

- i. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the parties. No change shall be made to any provision of this Agreement or any condition set forth in any exhibit hereto unless this Agreement or exhibit are amended pursuant to a vote of the City Council taken with the same formality as the vote approving this Agreement.
- j. Attorney Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief, or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein. If either party utilizes in-house counsel in its representation thereto, the attorneys' fees shall be determined by the average hourly rate of attorneys in the same jurisdiction with the same level of expertise and experience.
- k. Notices. Any notices required or permitted to be given pursuant to this Agreement shall be deemed to have been sufficiently given or served for all purposes when presented personally or, if mailed, upon (i) actual receipt if sent by registered or certified mail, or (ii) four days after sending if sent via regular U.S. Mail. Said notice shall be sent or delivered to the following (unless specifically changed by the either party in writing):

To the Developer(s): Wardley Properties, LLC
 Attn: Lynn Wardley
 5296 Commerce Dr., #303
 Murray, UT 84107

and

AY Lakeside, LLC
Attn: Dinna Bayangos
c/o 1065 East Hillsdale Blvd., Suite 105
Foster City, CA 94404

To the City:

Mark Christensen
City Manager
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

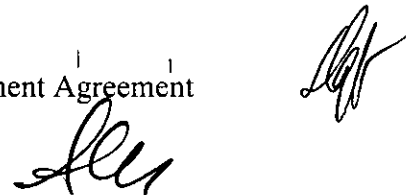
- l. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.
- m. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven days of receipt of said facsimile copy.
- n. Hold Harmless and Indemnification. Developers agree to defend, indemnify, and hold harmless City and its elected officials, officers, agents, employees, consultants, special counsel, and representatives from liability for claims, damages, or any judicial or equitable relief which may arise from or are related to approval of any development of the Property, the direct or indirect operations of Developers or their contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the Project, or which arises out of claims for personal injury, including health, and claims for property damage. This includes any claims or suits related to the existence of hazardous, toxic, and/or contaminating materials on the Property and geological hazards.

Nothing in this Agreement shall be construed to mean that Developers shall defend, indemnify, or hold the City or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from: (i) the willful misconduct or negligent acts or omissions of the City, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the City of improvements that have been offered for dedication and accepted in writing by the City for maintenance
- o. Relationship of Parties. The contractual relationship between City and Developers arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement




of the terms and conditions of this Agreement shall be reserved to City and Developers; (ii) development of the Property is private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developers shall have the full power and exclusive control of the Property subject to the obligations of Developers set forth in this Agreement. The Developers further agree that they are each separate entities, are not joint developers or joint venturers, and that they have individual and separate rights under this Agreement which may be enforced by any one of the Developers without the requirement to obtain the consent or agreement of the remaining Developers. It is further agreed that the obligations of the Developers are not joint and several, and that the Developer of Plats 14 and 16A will be responsible only for obligations related to Plats 14 and 16A and not for obligations related to Plats 25, 26, and 27. The Developers of Plats 25, 26 and 27 will be responsible only for obligations related to Plats 25, 26, and 27, and not for obligations related to Plats 14 and 16A. Default by one Developer shall not constitute default by the other Developer, and no remedies, sanctions, or enforcement action shall be taken against one Developer because of the default or alleged default of the other.

- p. Annual Review. City may review progress pursuant to this Agreement at least once every twelve months to determine if Developers have complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developers have failed to comply with the terms hereof, City may declare Developers (or any one of them) to be in Default as provided in section 21 herein. City's failure to review at least annually Developers' compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developers or City.
- q. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement, or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth Judicial District Court, State of Utah.
- r. Title and Authority. Developers expressly warrant and represent to City that Developers (i) own all rights, title, and interest in and to the Property, or (ii) have the exclusive right to acquire such interest, and (iii) that prior to the execution of this Agreement no right, title or interest in the Property has been sold, assigned or otherwise transferred to any entity or individual other than to Developers. Developers further warrant and represent that no portion of the Property is subject to any lawsuit or pending legal claim of any kind. Developers warrant that the undersigned individuals have full power and authority to enter into this Agreement on behalf of Developers. Developers understand that City is relying



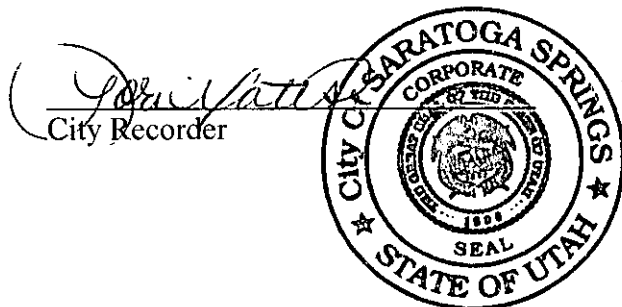
on these representations and warranties in executing this Agreement.

- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest:

City of Saratoga Springs, a political subdivision of the State of Utah



City Recorder

By: [Signature]

Mayor

DEVELOPERS:

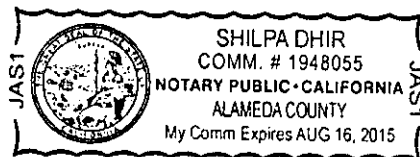
By: [Signature]

Its: Representative

State of California
County of San Mateo

The foregoing instrument was acknowledged before me this 10th day of March 2014 by Omga Kayla Bayangos of Foster City, CA

[Signature]
Notary Public



By: _____

Its: _____

State of Utah
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____ 20__ by _____ of _____

Notary Public

on these representations and warranties in executing this Agreement.

- s. Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Attest: City of Saratoga Springs, a political subdivision of the State of Utah

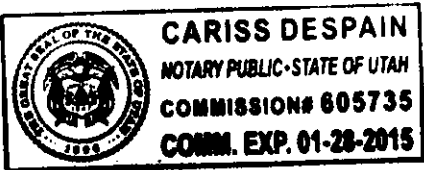
City Recorder By: Mayor

DEVELOPERS:
By: [Signature]
Its: Manager

State of Utah
County of Salt Lake

The foregoing instrument was acknowledged before me this 20 day of March 2014 by Lynn Wardley of SSD.

Cariss Despain
Notary Public



By:
Its:

State of Utah
County of

The foregoing instrument was acknowledged before me this ___ day of ___ 20___ by ___ of ___.

Notary Public

Exhibit Summary

- a. Exhibit "A" Property Description
 Exhibit "A-1" Overall Plat Exhibit
 Exhibit "A-2" Plats 25, 26, and 27 Exhibits
 Exhibit "A-3" Wiltshire (Plat 14), Plat 16A Exhibits

- b. Exhibit "B" Planning Commission Staff Report and Written
 Minutes with Adopted Findings and Conditions

- c. Exhibit "C" City Council Staff Report and Written Minutes
 with Adopted Findings and Conditions

- d. Exhibit "D" Water Facilities
 Exhibit "D-1" Waterline Infrastructure Exhibit
 Exhibit "D-2" Secondary Water Infrastructure Exhibit

- e. Exhibit "E" Sewer
 Exhibit "E-1" Sewer Line Infrastructure Exhibit

- f. Exhibit "F" Storm Water
 Exhibit "F-1" Storm Drain Infrastructure Exhibit

- g. Exhibit "G" Roads
 Exhibit "G-1" Roadway Infrastructure Exhibit

- h. Exhibit "H" Parks, Trails, and Open Space
 Exhibit "H-1" Parks and Open Space for Plats 25, 26, and 27
 Exhibit "H-2" Trails for Plats 25, 26, and 27
 Exhibits "H-3" Bird Watching Tower

- i. Exhibit "I" Design Guidelines

- j. Exhibit "J" Covenants, Conditions, and Restrictions



Exhibit "A"
Property Description

Exhibit "A-1"
Overall Plat Exhibit

Exhibit "A-2"
Plats 25, 26, and 27 Exhibits

Exhibit "A-3"
Wiltshire (Plat 14), Plat 16A Exhibits

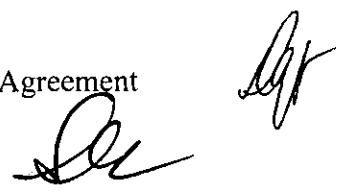
Two handwritten signatures in black ink, one appearing to be 'De' and the other 'Rf'.

Exhibit "A" **Property Description**

Phase 25 Legal Description

Beginning at a point that is South 89°49'36" West 518.47 feet and North 1,019.91 feet from the East Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and running

thence South 67°04'54" West 42.57 feet;
 thence South 62°09'41" West 56.00 feet;
 thence South 62°44'21" West 78.37 feet;
 thence South 60°01'55" West 105.26 feet;
 thence South 79°45'25" West 100.98 feet;
 thence North 87°59'10" West 107.37 feet;
 thence North 78°30'35" West 160.67 feet;
 thence North 88°03'08" West 155.485 feet;
 thence North 78°52'56" West 16.106 feet;
 thence North 15°50'32" West 161.92 feet;
 thence North 72°51'27" East 18.60 feet;
 thence northeasterly 99.47 feet along the arc of a 59.50 foot radius curve to the left (center bears North 15°10'17" West and the chord bears North 29°49'32" East 84.15 feet with a central angle of 90°00'21");
 thence North 15°10'27" West 12.00 feet;
 thence westerly 186.92 feet along the arc of a 59.50 foot radius curve to the left (center bears South 74°49'28" West and the chord bears South 74°49'28" West 119.00 feet with a central angle of 180°00'00");
 thence southwesterly 24.35 feet along the arc of a 15.49 foot radius curve to the right (center bears South 74°47'27" West and the chord bears South 29°49'37" West 21.92 feet with a central angle of 90°04'21");
 thence South 74°00'58" West 45.16 feet;
 thence westerly 50.16 feet along the arc of a 372.00 foot radius curve to the right (center bears North 15°10'28" West and the chord bears South 78°41'18" West 50.12 feet with a central angle of 07°43'31");
 thence North 22°11'51" West 81.80 feet;
 thence North 14°52'07" East 103.78 feet;
 thence North 35°04'59" East 161.85 feet;
 thence North 21°33'19" East 198.29 feet;
 thence North 09°59'06" East 190.65 feet;
 thence North 01°39'33" East 108.96 feet;
 thence North 04°44'48" West 76.75 feet;
 thence North 13°22'44" East 146.59 feet;
 thence South 85°40'32" East 54.75 feet;
 thence North 45°15'13" East 52.05 feet;
 thence South 44°44'47" East 30.78 feet;
 thence South 49°58'11" East 783.61 feet;
 thence South 37°45'47" East 269.42 feet;
 thence South 22°55'06" East 483.75 feet to the point of beginning.

Contains 22.777 acres

Phase 2& Legal Description

Beginning at the East Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and running

thence South 89°49'36" West 1,108.44 feet;

thence North 52°31'06" East 142.57 feet;

thence North 33°28'20" West 109.73 feet;

thence South 56°31'40" West 1.74 feet;

thence North 33°28'20" West 56.00 feet;

thence northerly 23.55 feet along the arc of a 15.00 foot radius curve to the left (center bears North 33°28'51" West and the chord bears North 11°31'40" East 21.21 feet with a central angle of 89°53'58");

thence North 33°28'20" West 31.65 feet;

thence northerly 190.28 feet along the arc of a 228.00 foot radius curve to the right (center bears North 56°31'42" East and the chord bears North 09°33'46" West 184.81 feet with a central angle of 47°49'05");

thence northwesterly 23.32 feet along the arc of a 15.00 foot radius curve to the left (center bears North 75°39'29" West and the chord bears North 30°11'32" West 21.04 feet with a central angle of 89°04'05");

thence North 15°16'08" East 34.00 feet;

thence North 74°43'52" West 0.03 feet;

thence North 15°16'08" East 34.00 feet;

thence northeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the left (center bears North 15°15'37" East and the chord bears North 60°16'08" East 21.21 feet with a central angle of 89°58'58");

thence South 74°43'52" East 28.00 feet;

thence South 15°16'08" West 5.61 feet;

thence South 74°43'52" East 28.00 feet;

thence southeasterly 24.39 feet along the arc of a 15.00 foot radius curve to the left (center bears South 74°43'53" East and the chord bears South 31°18'41" East 21.79 feet with a central angle of 93°09'36");

thence easterly 126.59 feet along the arc of a 272.00 foot radius curve to the left (center bears North 12°06'32" East and the chord bears North 88°47'48" East 125.26 feet with a central angle of 26°37'28");

thence North 75°29'06" East 140.78 feet;

thence northeasterly 245.96 feet along the arc of a 472.00 foot radius curve to the left (center bears North 14°30'55" West and the chord bears North 60°33'22" East 243.19 feet with a central angle of 29°51'27");

thence North 89°11'02" West 110.00 feet;

thence North 37°53'52" West 128.29 feet;

thence North 13°19'46" West 106.47 feet;

thence North 13°03'10" East 102.61 feet;

thence North 20°06'33" East 89.24 feet;

thence North 24°54'44" East 179.161 feet;

thence North 85°35'19" East 134.88 feet;

thence northerly 76.07 feet along the arc of a 478.73 foot radius curve to the left (center bears South 84°49'20" West and the chord bears North 03°43'48" West 75.99 feet with a central angle of 09°08'15");

thence North 14°23'00" West 25.29 feet;

thence northerly 219.28 feet along the arc of a 888.00 foot radius curve to the right (center bears North 75°39'08" East and the chord bears North 07°16'25" West 218.72 feet with a central angle of 14°08'54");

thence northerly 203.57 feet along the arc of a 422.00 foot radius curve to the left (center bears South 89°48'02" West and the chord bears North 14°01'08" West 201.60 feet with a central angle of 27°38'20");

thence North 62°09'41" East 56.00 feet;

thence North 67°04'54" East 42.57 feet;

thence South 22°55'06" East 106.87 feet;

thence South 28°15'56" East 663.06 feet;

thence South 40°17'52" East 172.18 feet;

thence South 02°50'20" East 1,005.85 feet to the point of beginning.

Contains 25.859 acres.

Phase 27 Legal Description

Beginning at a point that is South 89°49'36" West 1,108.44 feet from the East Quarter Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base & Meridian, and running

thence South 89°49'36" West 436.841 feet;

thence North 23°52'13" West 41.94 feet;

thence northwesterly 52.30 feet along the arc of a 2,090.00 foot radius curve to the left (center bears South 86°07'47" West and the chord bears North 24°35'14" West 52.30 feet with a central angle of 01°26'02");

thence North 25°18'15" West 414.28 feet;

thence northwesterly 397.87 feet along the arc of a 5,122.68 foot radius curve to the right (center bears North 64°45'02" East and the chord bears North 23°01'28" West 397.77 feet with a central angle of 04°27'00");

thence northwesterly 490.49 feet along the arc of a 1,795.65 foot radius curve to the left (center bears South 69°16'15" West and the chord bears North 27°35'47" West 429.46 feet with a central angle of 13°44'05");

thence North 34°26'53" West 101.13 feet;

thence North 56°56'46" East 93.28 feet;

thence North 69°02'33" East 129.15 feet;

thence South 80°56'02" East 49.32 feet;

thence South 60°07'19" East 69.98 feet;

thence South 65°25'41" East 69.27 feet;

thence South 66°08'38" East 65.05 feet;

thence South 65°34'27" East 58.91 feet;

thence South 57°47'24" East 909.30 feet;

thence South 43°39'16" East 90.01 feet;

thence South 31°52'09" East 68.73 feet;

thence South 23°05'15" East 53.40 feet;

thence South 15°35'10" East 52.48 feet;

thence westerly 7.47 feet along the arc of a 472.00 foot radius curve to the right (center bears North 15°25'18" West and the chord bears South 75°01'54" West 7.47 feet with a central angle of 00°54'24");

thence South 75°29'06" West 140.78 feet;

thence westerly 126.39 feet along the arc of a 272.00 foot radius curve to the right (center bears North 14°30'55" West and the chord bears South 88°47'49" West 125.26 feet with a central angle of 26°37'28");

thence northwesterly 24.39 feet along the arc of a 15.00 foot radius curve to the right (center bears North 12°06'32" East and the chord bears North 31°18'40" West 21.79 feet with a central angle of 93°09'35");

thence North 74°43'52" West 20.00 feet;

thence North 15°16'08" East 5.61 feet;

thence North 74°43'52" West 28.00 feet;

thence southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 74°43'21" West and the chord bears South 60°16'08" West 21.21 feet with a central angle of 89°58'58");

thence South 15°16'08" West 34.00 feet;

thence South 74°43'52" East 0.03 feet;

thence South 15°16'08" West 34.00 feet;

thence southeasterly 23.32 feet along the arc of a 15.00 foot radius curve to the right (center bears South 15°16'24" West and the chord bears South 30°11'33" East 21.04 feet with a central angle of 89°04'05");

thence southerly 190.28 feet along the arc of a 228.00 foot radius curve to the left (center bears South 75°39'15" East and the chord bears South 09°33'47" East 184.81 feet with a central angle of 47°49'05");

thence South 33°28'20" East 31.65 feet;

thence southerly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 56°32'11" West and the chord bears South 11°31'40" West 21.21 feet with a central angle of 89°58'58");

thence South 33°28'20" East 56.00 feet;

thence North 56°31'40" East 1.74 feet;

thence South 33°28'20" East 109.73 feet;

thence South 52°31'06" West 142.57 feet to the point of beginning.

Contains 21.624 acres.

WILTSHIRE LEGAL DESCRIPTION

A parcel of land, situate in the Southwest Quarter of Section 36 and the Southeast Quarter of Section 35, Township 5 South, Range 1 West, and in the Northwest Quarter of Section 1 and the Northeast Quarter of Section 2, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point of tangency on the north line of Centennial Blvd., which is located North 56°06'02" West 80.77 feet from the Southwest Corner of said Section 36, Township 5 South, Range 1 West; and running

thence North 18°40'52" West 225.46 feet along the north line of said Centennial Blvd;
 thence Northwest 200.95 feet along the arc of a 400.00 foot radius curve to the left (center bears South 71°19'07" West and the chord bears North 33°04'24" West 198.84 feet with a central angle of 28°47'02") along the north line of said Centennial Blvd;
 thence North 33°01'33" East 384.22 feet;
 thence North 02°55'49" West 34.56 feet;
 thence South 47°07'13" East 390.20 feet;
 thence South 59°51'56" East 468.34 feet;
 thence South 58°24'39" East 322.40 feet;
 thence South 60°01'02" East 238.87 feet;
 thence South 89°38'49" East 47.16 feet;
 thence South 58°40'50" East 180.64 feet;
 thence South 44°56'15" West 380.88 feet to the northerly boundary line of Saratoga Springs No. 13;
 thence North 40°23'55" West 52.24 feet along the northerly boundary line of said Saratoga Springs No. 13;
 thence North 87°31'41" West 209.31 feet along the northerly boundary line of said Saratoga Springs No. 13;
 thence South 44°35'57" West 75.91 feet along the northerly boundary line of said Saratoga Springs No. 13;
 thence Northwest 393.18 feet along the arc of a 608.00-foot radius non-tangent curve to the left (center bears South 38°32'13" West and the long chord bears North 69°59'20" West 386.36 feet, through a central angle of 37°03'05"), along the north line of said Centennial Blvd;
 thence North 88°30'52" West 83.77 feet along the northerly line of said Centennial Boulevard;
 thence Northwest 514.35 feet along the arc of a 422.00-foot radius tangent curve to the right (center bears North 1°29'08" East and the long chord bears North 53°35'52" West 483.09 feet, through a central angle of 69°50'01") along the northerly line of said Centennial Boulevard to the point of beginning.

Parcel contains: 825,191 Square Feet or 18.94 Acres

PLAT 16A LEGAL DESCRIPTION

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

Beginning at a point which is located South 89°38'49" East 1179.56 feet along the Section line and South 58°40'50" East 180.64 feet from the Northwest Corner of said Section 1, Township 6 South, Range 1 West, and running:

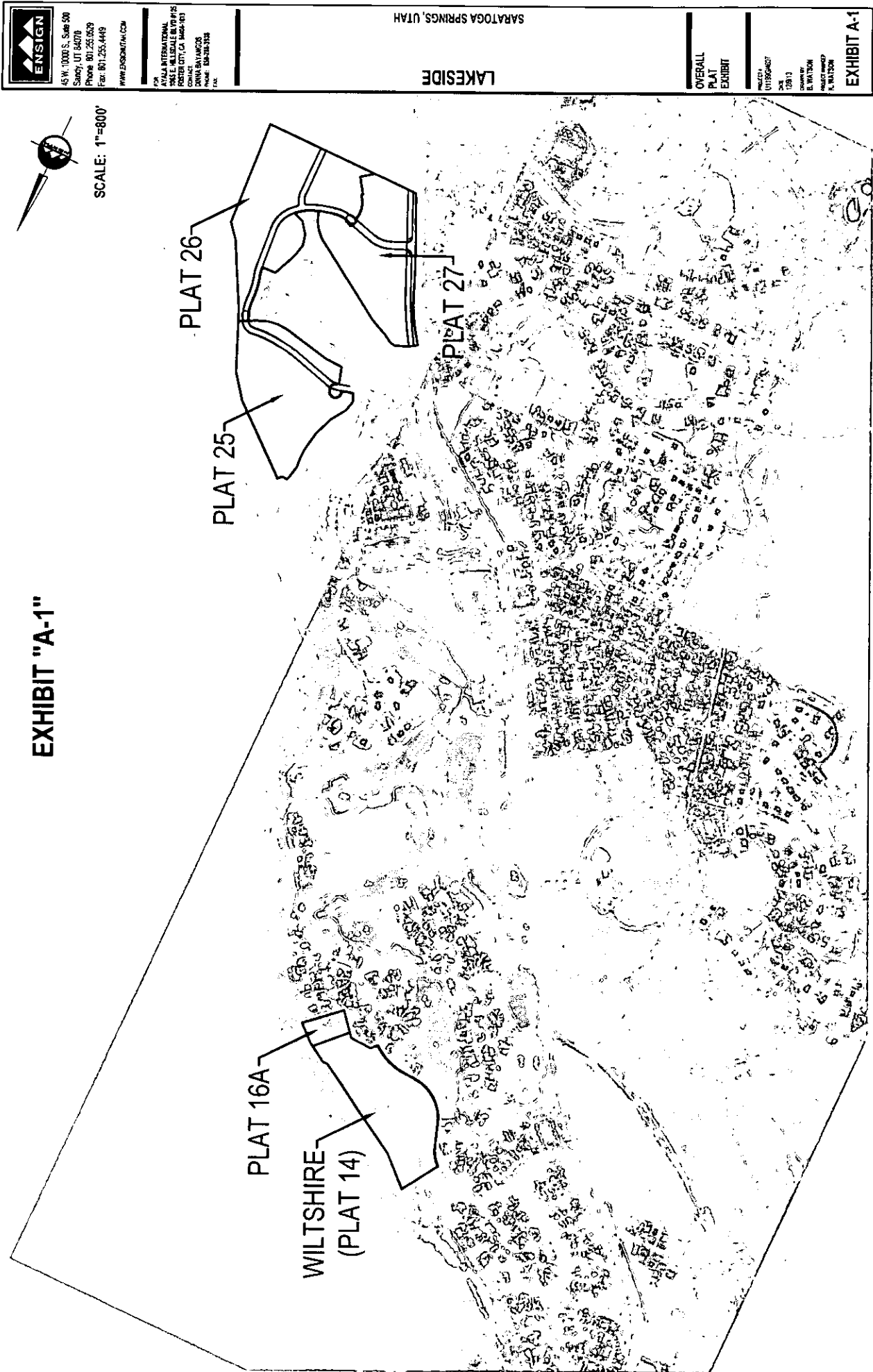
thence South 58°40'50" East 44.76 feet;
 thence South 47°44'15" East 200.23 feet;
 thence South 48°10'38" West 419.37 feet;
 thence North 40°23'55" West 220.54 feet;
 thence North 44°56'15" East 380.88 feet to the point of beginning.

Parcel contains: 93,455 square feet or 2.15 acres.

EXHIBIT "A-1"



SCALE: 1"=800'



PLAT 16A

PLAT 16A



LAKESIDE

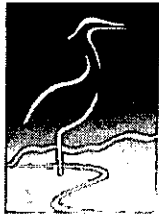
EXHIBIT A-3

Parcel contains: B25,191 Square Feet or 18.94 Acres

Parcel contains: 93,455 square feet or 2.15 acres.

EXHIBIT "B"
Planning Commission Staff Report and
Written Minutes with Adopted Findings and Conditions





CITY OF SARATOGA SPRINGS

Planning Commission Meeting

Thursday, August 22, 2013

Meeting held at the Saratoga Springs City Offices
1307 North Commerce Drive, Suite 200, Saratoga Springs

MINUTES

Work Session 6:33 P.M.

Present:

Commission Members: Jeff Cochran, Kara North, Sandra Steele, Jarred Henline, Kristen Hood

Absent Members: Earl Halvas, Eric Reese

Staff: Lori Yates, Sarah Carroll, Kevin Thurman, Jeremy Lapin,

Others: Dolan Sorensen, Paul Watson, Peter Staks, Cort Lambson, Ted Mickelsen, Nathan Novilla, Lars Anderson, Greg Wilder, Jonathan Bower, Stephen Willden, Mitch Neibaur, Neil Infanger, Gerald Cooper, Dan and Lin Peterson, Janay Glenn, Nancy Hart, Paul and Brenda Johnson, Hayden Williamson, Ty Phifer, Doug Horne, Roland Astoryn, Stuart Collyer, Sean and Michelle Warren, Billie Hawkins, Alice Brown, Darlene Thompson, Gerry Thompson, Rich Forester, Valerie Forester, Carole Landyn, Mel Landyn, Susan Peterson, Loma McKinnon

Jeff Cochran introduced Kimber Gabryszak as the City's new Planning Director and Scott Langford, as the City's Senior Planner.

Kristen Hood asked if the road concerns along Grandview Blvd have been addressed. Jeremy Lapin stated that Public Works Department has been informed of the issues and plan to address it.

Pledge of Allegiance led by Kara North

Jeff Cochran opened the public input.

Janay Glenn asked if the City could work with UDOT on changing the speed limit along Redwood Road because it can take up to 10 minutes to exit Sergeant Court during rush hour. She also would like to see parking requirements be 2.5 for Sergeant Court and that each condominium has a two-car garage.

Jeff Cochran closed the public input.

4. Public Hearing: Site Plan and Conditional Use for the Pony Express Pump Station located at approximately 800 West Pony Express Parkway, Eagle Mountain Public Works Department, applicant.

Sarah Carroll presented the Site Plan and Conditional Use for Pony Express Pump Station. Staff recommends approval based on the findings and conditions listed in the staff report dated August 22, 2013.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Sandra Steele asked staff what elevation would be counted as the front. Sarah Carroll explained the buildings position.

Kristen Hood stated she is pleased to see landscaping in the plan.

A motion was made by Sandra Steele and seconded by Kristen Hood to forward a positive recommendation to the City Council for the Site Plan and Conditional Use for the Pony Express Pump Station and Pipeline located at approximately 800 West Pony Express Parkway, Eagle Mountain Public Works Department, applicant. Aye: Sandra Steele, Kristen Hood, Jarred Henline, Kara North, and Jeff Cochran. Motion passed.

5. Public Hearing: Preliminary Plat for Mountain View Estates located at approximately Carlton Avenue (450 West) and 400 North, Brian Sudweeks, applicant.

Sarah Carroll presented the Preliminary Plat for Mountain View Estates. Staff recommends approval based on the findings and conditions listed in the staff report dated August 22, 2013.

Jeff Cochran opened the public input.

No public input at this time.

Jeff Cochran closed the public input.

Jarred Henline asked if the City's fire vehicle would be able to enter the development. Sarah Carroll stated that she is still waiting on a response from the Fire Chief.

Kristen Hood had no concerns or comments at this time.

Kara North stated that the payment in lieu is acceptable for this development and has no further concerns.

Sandra Steele asked what might happen if the land acquisition doesn't take place with Alpine School District. Staff indicated that the developer would need to redesign the proposed plans. Sandra asked that it be added as a condition.

Jeff Cochran asked if the plan would need to be brought back to the Planning Commission if the land acquisition doesn't go through. Sarah Carroll stated that it would need to be reviewed by the Planning Commission. Jeff feels that the road into the development is rather narrow and asked if the road could be striped. Jeremy Lapin indicated that the Fire Chief has been working with the applicant on some type of traffic solution.

Motion was made by Kristen Hood and seconded by Sandra Steele to forward a positive recommendation to the City Council for the Preliminary Plat for Mountain View Estates located at approximately Carlton Avenue (450 West) and 400 North, Brian Sudweeks, applicant including the findings and conditions listed in the staff report dated August 22, 2013. Aye: Kristen Hood, Sandra Steele, Kara North, Jarred Henline and Jeff Cochran. Motion passed.

Subject to:

- 1. That the listed condition #4 be met prior to the beginning of construction.**

6. Public Hearing: General Plan Amendment, Rezone and Concept Plan for Jacobs Ranch Plat Q

Sarah Carroll presented the General Plan Amendment, Rezone and Concept Plan for Jacobs Ranch Plat Q. Staff recommends approval based on staff's findings and conditions listed in the August 22, 2013 staff report.

Jeff Cochran opened the public input.

Dan Peterson stated that he would like to see that the new construction meet the original covenants for Jacobs Ranch. He indicated that the landscaping needs to be completed to the entrance landscape islands and would recommend that Ring Road be signed over to the City. He mentioned that Jacobs Ranch has yet to see an entrance sign and asked what would need to be done to have one place in that development. Kevin Thurman stated that the City doesn't enforce CC&R's but we do consider and determine if conditions create any impact to the development.

Dolan Sorensen asked if it would be possible that the entrance monument be an Eagle Scout Project. He suggested the monument be near Fairway Blvd. He mentioned that there is a vacant, unbuildable lot on Maverick Road which has become an eyesore to the development. He was wondering if the City could provide sod for the lot and then the residents would provide the maintenance. Nolan also indicated that there is a lot located in the south end of the development that is also vacant and suggested that it be turned into a park.

Jeff Cochran closed the public input

Sandra Steele stated that the original covenants are a part of the expired Master Development Agreement and can be enforced through legal process. She too is concerned with the vacant lots but has found those lots to be buildable but it will be a challenge. She indicated that the lots are owned by out-of-state owners. She would like to see that the Neighborhood Commercial zone be kept as a buffer. The lots will be looking down into a commercial parking lot and we may receive complaints with regards to that. She is unwilling to remove any sales-tax-producing land from the City's current inventory. She, at this time is unable to support this request.

Kara North asked for clarification on the zoning for Regional Commercial and if it would be changed. Sarah Carroll stated that it wouldn't be rezoned at this time.

Kristen Hood stated that she is concerned with losing the Commercial zoned area in the south end of the City. She feels that this zone is a buffer to the surrounding Regional Commercial. She is willing to support this particular request and feels this to be appropriate at this time.

Jarred Henline agreed with what has been stated by the Planning Commission but as members we need to look at how development is affected long term.

Jeff Cochran stated that he too is concerned with proposal and understands each application needs to be reviewed separately. He stated that with homes located near this parcel he supports this request.

Motion was made by Kara North and seconded by Jarred Henline to forward a positive recommendation to the City Council for the General Plan Amendment, Rezone and Concept Plan for Jacobs Ranch Plat Q located at approximately Colt Drive and Ring Road, Greg and Mary Wilder, applicant including the findings and conditions listed in the August 22, 2013 staff report. Aye: Kara North, Jarred Henline, Kristen Hood, Jeff Cochran. Nay: Sandra Steele.

7. Concept Plan for Sergeant Court Phase 3 located at approximately 1675 North 95 West, Bach Homes, applicant.

Sarah Carroll presented the Concept Plan for Sergeant Court Phase 3 which included the revised Site plan and building elevations.

Lars Anderson, applicant stated that the developer has met with the residents on site. Residents were comfortable with the new Concept Plan. Lars indicated that they have met Fire Chief and his is comfortable with the second access.

Jarred Henline stated that his concern is regarding the access into the development and the additional parking, which he would like to see additional parking added. Lars Anderson stated that they exceed the parking requirements and the setbacks are also being met.

Kristen Hood asked what the parking requirements are for this development. Sarah Carroll stated that the development is required to have 2.25 with one being in the garage. With adding the guest stall the developer is meeting the requirement. Kristen stated that the Codes parking requirements need to be reviewed. She is pleased

with the trail to the adjacent school. She is pleased that the developers held a meeting with the residents of this development regarding the proposed color schemes.

Kara North stated that she is disappointed that the second access still being deferred to future development but hopes to see this happen sooner than later. She stated that the proposed parking is a concern and would suggest adding 3 additional stalls and feels that the Code needs to be reevaluated. She doesn't support the proposed white trim on the homes. Kara is pleased that the developer met with the resident regarding their concerns and pleased with the proposed trail as indicated.

Sandra Steele asked staff why the dimensions were not provided. Sarah Carroll indicated that she doesn't have the answer for that at this time. Sandra asked what the lengths of the proposed driveways were. Sarah Carroll stated that they are 20 feet. Sandra asked if the garages were single or double. Sarah stated that they are double. Sandra indicated that the developer has actually met the parking requirement. Sandra asked Jeremy Lapin if the driveways and sidewalks are going to be leveled. Jeremy stated that high back curb create the sidewalks to be uneven, to ensure leveled sidewalks modified curbs would need to be installed.

Jeff Cochran thanked the applicant for dealing with the concerns of the Commissioners. He stated that he would like to see additional parking added. Jeff understands that there is no right solution to a second access for this development. He advised that the developer to modify the curb and gutter as well.

8. Rezone, General Plan and Master Development Agreement for Lakeside at Saratoga Springs located at approximately between 1500 South and 2800 south, Ay Lakeside LLC and Saratoga Springs Development, LLC, applicant.

Sarah Carroll presented the Rezone, General Plan and Master Development Agreement for Lakeside at Saratoga Springs. Concept Plans for the open space within the development have also been submitted by the applicant.

Peter Staks, applicant said that the density for plat 14 & 16A will be resubmitted to accommodate the concerns of the Planning Commission along with the private streets, separation of zoning and feels it to be appropriate to accommodate the land use concerns with surrounding properties.

Paul Watson, applicant, indicated that the sidewalks will be between 25 to 27 feet wide. The open space and park concerns will be address incorporate parks and playgrounds into the development.

Jeff Cochran opened the public input.

Doug Horne, owner of the Talons Cove Golf Course is concerned with the proposed project. Townhomes could create many problems. The children of the neighborhood will be using the golf course as a playground which creates many danger hazards. He asked that the Council protect his current investment.

Mel Landon, said that Plats 16, 17 and 20 were previously zoned as R-3 and now the request is a R-6 zone. This type of zoning would bring an impact to the area which would increase the amount of residents to the area. The proposed condominiums would not bring beauty to that area. Would vote against this development.

Ralph Roberts there are no sidewalk to accommodate those individuals linking them to the proposed trail. The trail should be placed along the lake not along Shorewood. He is concerned with the proposed high density and the rising safety concern. He asked that the City take a look at these concerns before granting such density.

Carol Landon, supports what has been stated by the other residents. Taxes for this type of density will increase, class size at the schools will increase, crime to the area will increase, traffic will increase. With this proposal what does this do to the existing golf course. People have invested their time and money to this area.

Richard Forester the traffic will become a concern, there will be an increase of homes, and there will be safety issues with children. Why have a Master Development Plan if changes are being made to an existing one.

Stephen Willden would like to see limiting the high density within the entire City. He supports the residents and their concerns.

Nolan Sorenson asked to leave the plan as it current stands. More homes would not beautify the development. The street are already narrow and don't accommodate to additional growth. Commercial plans should be considered instead of residential. He suggested that this typed of density be located in the south end of the city. He feels people will move out the development if more homes are approved.

Mark Horne this type of development will be a determent to the existing golf course.

Stuart Collyer this type of development will detract the beauty of the golf course. There are other concepts that would enhance the area.

Rolan Astoryn stated that there is a need for additional parks in the development. The residents deserve larger parks and not just pocket parks. He lives on Centennial Boulevard and has noticed that many individuals use that road instead of the existing trail. This is an ongoing safety issue for both motorist and pedestrians. He would suggest that the trails be more developed than they currently are. He appreciates the Planning Commission listening to the residents.

Neil Infanger as a resident I have the right to be educated and be allowed to comment on the development of the City. The traffic is only going to increase which will bring additional safety concerns. Adding higher density is only going to create further problems.

Steve Watts, General Manager of Talons Cove Golf Course, stated that the golf course has received property damage which has been caused by children. An additional fire station needs to be built in the area to accommodate the growth. He asked that the existing property owners be considered when reviewed this proposal.

Nancy Hart doesn't want to this community acquire apartments. The developer should not be allowed to count the golf course as green space.

Valerie Forester asked why the City is even considering a proposal such as this. Sarah Carroll stated that an application was received and the Planning Commission and City Council are required to review such proposal.

Ty Phifer would encourage the proposed trail along the lake. Not sure what other options would be feasible for the area.

Loma McKinnon, there is a lot of unknowns at this time and feel that the residents need to be more informed of proposed development.

Jeff Cochran closed the public input.

Sandra Steele thanked everyone for attending the meeting. She stated that the requested rezone would deplete the commercial zonel. She feels that additional density is unnecessary. She stated that she doesn't support the proposed rezone.

Kara North asked what types of commercial uses are planned for the project. Peter Staks, applicant stated that there would be a variety of commercial uses that would be reviewed.

Several Commissioners asked what type of uses are allowed in a regional commercial zone.

Sarah Carroll read the permitted uses that are allowed in a regional commercial zone. A few listed are of the following: of those are a deli, dry cleaners, grocery store, postal office, professional offices, and retail sales.

Kara North stated that at this time she is inclined to support the proposed rezone.

Kristen Hood knows that the traffic is of a concern. The golf course will feel the impact if no open space is provided. More density could create many issues if granted. The golf course is the entrance to this community but doesn't do a service to the area or the residents.

Jarred Henline appreciates the residents coming out and voicing their opinion.

Jeff Cochran the density that has already been granted is appropriate but doesn't favor the proposed density.

Motion made by Jarred Henline and seconded by Kara North that the Planning Commission finds that the requested General Plan Amendment and Rezoning application does not further the purpose of the Saratoga Springs Land Use Element of the General Plan and the purposes of the Land Development Code because it is not compatible with the adopted Land Use Map of the General Plan, and hereby recommends denial of the application based in the finding for denial in the staff report dated August 22, 2104. Aye: Jarred Henline, Kara North, Kristen Hood, Sandra Steele and Jeff Cochran.

Sarah Carroll discussed the proposed Master Development Plan.

Jarred Henline stated that he agrees with staff's recommendations.

Kristen Hood has no problems with the proposed plats 14 and 16. She would like to see that the lot sizes be a minimum of 7,000 square feet. She feels that the golf course doesn't benefit as allowed open space. It's a business but doesn't provide a public benefit. She suggested a park in or near plat 27. The trails shouldn't be located near the golf course; the trail near the lakeshore is more suitable for the development. Against the golf course being counted as open space.

Kara North appreciates the comments that have been made. The trail would be best if located near the lake. The open space should be more than 15 percent. The lot sizes should be no less than 7,000 square feet.

Sandra Steele concerned with the golf course being considered as open space. The minimum lot size should be 7,000 square feet. She would recommend the zoning be R-3. Sandra asked what the percent of open space would be without including the golf course. Paul Watson stated that open space would be 100 acres, 15 percent of open space. Sandra supports the proposed request; Sandra asked staff if a detention basin was being proposed. Jeremy Lapin stated that a detention basin would need to be provided, the current Code requires for one.

Jeff Cochran is fine with the 15 percent open space and the lot sizes being 7,000 square feet.

Motion was made by Kara North and seconded by Kristen Hood to forward a positive recommendation for approval to the City Council for the Lakeside at Saratoga Springs Master Development Plan and Agreement, located within the Saratoga Springs Development, east of Redwood Road, between 1500 South and 2800 South, based on the findings and recommendations listed in the staff report dated August 22, 2014 and subject to the conditions listed with the modifications as listed.

1. That the golf course may not continue to satisfy a majority of the open space requirements.
2. That plats 25, 26, and 27 be required to provide 15 percent open space
3. That condition #3 be stricken from staff's findings and conditions
4. That a minimum of 7,000 square feet be required for the lot sizes.
5. That the proposed trail be located along the Lakeshore and not near the golf course or neighborhood.
6. That density for plat 14 not to exceed 35 lots.

Aye: Kara North, Kristen Hood, Jarred Henline, Sandra Steele, and Jeff Cochran.

9. Commission Comment.

Sandra Steele stated that she won a yearly subscription to the Planners Web and would like to share the access ability to the Commissioners so that they may benefit from this as well.

10. Director's report.

Kimber Gabryszak stated that she is excited to be working for the City and is also excited to have Scott Langford a part of the Planning Department. The Planning Department is absorbing a large load at this time but strives to make the Planning Department excellent.

Motion to adjourn at 10:15 p.m. was unanimous.

September 26, 2013
Date

Lori Yates
Lori Yates, City Recorder





PLANNING COMMISSION STAFF REPORT

LAKE SIDE AT SARATOGA SPRINGS MASTER DEVELOPMENT AGREEMENT FOR PLATS 14, 16A, 25, 26, 27 REZONE AND GENERAL PLAN AMENDMENT FOR PLAT 20 AUGUST 22, 2013 PUBLIC HEARING

Applicant/Owner:	Ay Lakeside LLC (Ayala International) and Saratoga Springs Development, LLC (Peter Staks)
Location:	Within the Saratoga Springs Development, east of Redwood Road, between 1500 South and 2800 South
Major Street Access:	Redwood Road
Land area:	SSD Plats 14, 16A, 20, 22, 25, 26 and 27
Land Use Plan Designation:	Low Density Residential for Plats 14, 16A, 25, 26 and 27 Regional Commercial for Plat 20
Zone:	Medium Density Residential for Plat 22 R-3 PUD, Low Density Residential Planned Unit Development RC for Plat 20, R-10 for Plat 22
Zoning of Adjacent Parcels:	R-3 PUD
Current Use:	Undeveloped
Previous Meeting Dates:	City Council worksession, 5-21-13, Planning Commission Review, 8-8-13

DESCRIPTION:

This is a request for an update and renewal of the Master Development Plan Agreement related to the undeveloped parcels of land that fall within the expired Saratoga Springs Master Development Plan and Agreement. The developer is requesting many of the same considerations that were granted in the original development agreements, such as similar densities, private streets, and open space credit for the golf course. This report outlines the details related to these requests and also provides some history related to the original development agreements.

The applicant is requesting 35-56 lots for Plat 14, 4 lots for Plat 16A, and 229 lots for Plats 25-27. These requests are explained in detail later in this report.

The applicant is also requesting a General Plan Amendment and Rezone of Plat 20, which is located near the golf course club house. Plat 20 is currently identified on the Land Use Map of the General Plan as Regional Commercial and is also zoned Regional Commercial. The applicant is requesting the Medium Density Residential Land Use and the R-10 zone. This land use and zone is seen on abutting properties. A

proposed concept plan for Plat 20 is attached. This Concept Plan also depicts a proposed layout for Plat 22, and the Talon's Cove Townhomes across the street.

The City Council was given a preliminary presentation regarding these requests in a worksession on May 28, 2013. Draft minutes from that meeting are attached.

After the August 8, 2013 Planning Commission meeting the applicant requested that Plats 20 and 22 be removed from the Master Development Agreement application since it seemed unlikely that the PUD Overlay and the variations related to sidewalks and open space would be considered for these properties. However, they would still like the rezone for Plat 20 to be considered at this time.

The Planning Commission may wish to discuss the density for each phase, the proposed private streets and whether or not these phases should have sidewalks, and the request to continue to receive open space credit for the golf course. The applicant dedicated Eagle Park to the HOA a few years ago. This park is right next to Plat 14. The applicant is requesting that this park be used to satisfy the open space requirements for Plats 14 and 16A. For Plats 25-27, they are requesting to receive open space credit for the golf course and suggesting an additional 10% of open space within these phases along with a bird watching tower, restrooms and a parking lot within Plat 25.

The Planning Commission should review these requests and make a separate motion for the Plat 20 rezone and the Master Development Plan and Agreement for Plats 14, 16A, and 25-27.

HISTORY:

The applicants have submitted a Master Development Plan Application in order to determine entitlements for the undeveloped properties within the expired Saratoga Springs Development, specifically Plats 14, 16A, and 25-27. Within the undeveloped plats the applicant is proposing trail corridors along the lake, along Redwood Road, and in the drainage channel. They are also proposing a bird watching tower, restrooms, and a parking area along with several smaller open spaces within Plats 25-27. To begin with, a history of the Saratoga Springs Development ("SSD") and Master Development Agreements is outlined below.

Phases 1-2 (Plats 1-11) of the Saratoga Springs Development were approved before the City was incorporated, under Utah County jurisdiction and regulations.

Phases 3-4 (Plats 12-29, since revised to plats 12-27) were approved in 2000, under the City of Saratoga Springs' jurisdiction and regulations. This Master Development Plan and Agreement expired in 2010. An Amended Master Development Plan and Agreement for Phases 3-4 was approved in 2004 and expired in 2012.

The timeline below was provided by the applicant as an overview of what has taken place so far. Staff has verified this timeline and added some information.

- 1997 The CC&R's are created for the project. They seem to still stand today with some amendments having been made to the original CC&R's.
- 2000 The Development Agreement is created for the remaining land (Phases 3-4) which is approximately 440 acres including the golf course. Section 3.2.4 discusses the golf course and open space and states, "Although this golf course shall not be included in any particular residential subdivision plat, it shall be counted on a pro rata basis, as compliance with 19.04.110(K) Open Space Requirements of the Town Land Development Code and toward other open space requirements of the Town Development Code." This is where the deal was made for the golf course to be counted as open space. This agreement had a 10 year approval for the overall development. The golf course was required to start construction at the 50% lot approval mark of the proposed lots.

- 2000 to 2004 Plats 8A, 12, 13, 13B, 15, and 23, are recorded. Of these plats one plat allocated 3.9% of its plat area to open space, providing open space above what was required within the golf course.
- 2003 to 2005 The Golf Course is built. April 2004 the front 9 are open for play and May of 2005 the back 9 are open for play.
- 2004 After the golf course is built, the amended development agreement is approved and requires specific trails and open space, but does not mention the golf course. This agreement requires the lakeshore trail, the Redwood Road trail, the drainage trail, and a bird tower with a parking area and public restrooms.
- 2004 to 2006 Plats 18, 19, 23 amended, and 24, are recorded. One plat deeds 6% open space of its plat, providing open space above what was required.
- 2006 to Present – No plats are recorded
- 2011 Eagle Park (4.03 acres) is dedicated to the HOA independent of any particular plat, providing open space above what was required.
- 2012 The 2004 development agreement expires, along with it City obligations. Developer obligations remain as to recorded plats, but not to unrecorded density.

GENERAL PLAN AMENDMENT AND REZONE REQUEST FOR PLAT 20

The applicant is requesting a General Plan Amendment and Rezone of Plat 20, which is currently identified on the Land Use Map of the General Plan as Regional Commercial and is also zoned Regional Commercial. The applicant is requesting the Medium Density Residential Land Use and the R-10 zone. The basis for this request is that this is a challenging location for a Regional Commercial development and that the property immediately to the east and south are both zoned R-10. The applicant would like to create a comprehensive multi-family development over Plats 20 and 22. Plat 22 is currently zoned R-10. An outline of the proposal is below.

- Plat 20 is currently zoned RC and is 4.84 acres. Plat 22 is currently zoned R-10 and is 5.94 acres.
- If Plat 20 is rezoned it will be necessary to combine it with Plat 22 to meet the requirement for a five acre minimum for multi-family developments.
- If Plat 20 is rezoned, the total project area will be 10.78 acres, this would allow a maximum of 107 units.
- A draft Concept Plan is attached which shows 99 units within the 10.78 acres (9.2 units per acre). The Concept Plan also includes the Talon's Cove Townhome project which has already been approved.

The draft Concept Plan contemplates the same architecture as Plat 21 (Talon's Cove Townhomes) which was recently reviewed by the Planning Commission on March 28, 2013 and approved by the City Council on April 16, 2013. The attached concept plan includes Plat 21 for reference purposes and a concept layout for Plats 20 and 22.

During the May 28th work session, the City Council felt they would need to visit the site to consider this request further and did not provide specific direction. There are findings below for either approval or denial of this request.

GENERAL PLAN AMENDMENT AND REZONE RECOMMENDATION:

The Planning Commission may forward either a positive or negative recommendation to the City Council. Possible motions for either approval or denial are outlined below.

Possible Motion for Approval:

The Planning Commission finds that the requested General Plan Amendment and Rezoning Application furthers the purpose of the Saratoga Springs Land Use Element of the General Plan and

the purposes of the Land Development Code as described in the Findings stated in this report, and hereby recommends approval of the application based on the findings for approval outlined in this report, and subject to the condition listed below.

1. If Plat 20 is rezoned it shall be combined with Plat 22 in order to meet the 5 acre requirement for multi-family developments.

Possible Motion for Denial:

The Planning Commission finds that the requested General Plan Amendment and Rezoning Application does not further the purpose of the Saratoga Springs Land Use Element of the General Plan and the purposes of the Land Development Code because it is not compatible with the adopted Land Use Map of the General Plan, and hereby recommends denial of the application based in the findings for denial outlined in this report.

Proposed Findings in Favor of this Request:

The Planning Commission has reviewed the General Plan, Land Development Code, the Rezoning Application, and state law and makes the following findings with respect to this request:

- A. A rezone is a legislative decision and is presumed valid if it is "reasonably debatable that the decision, ordinance, or regulation promotes the purposes of this chapter and is not otherwise illegal." *Utah Code § 10-9a-801*. Thus, the Planning Commission and City Council have significant discretion in determining whether or not to rezone this property the R-10 zone.
- B. An application for a zone change may be granted if "the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan, or that changed conditions make the proposed amendment necessary to fulfill the purposes of [the Land Development Code]." *Land Development Code, § 19.17.03*. The purposes of the Land Use Element of the General Plan and the Land Development Code are discussed below.
- C. The Land Use Element of the General Plan provides, in relevant part, as follows:
 - a. Land Use, Goal 1.0: "Provide for orderly and efficient development that is compatible with both the natural and built environment by developing a land-use map that includes all projected land in the community":

Since abutting uses consist of Medium Density Residential land uses, allowing the requested change to the Land Use Map and Zoning Map will promote orderly and efficient development that is compatible with both the natural and built environment by encouraging similar uses in one location.

- D. The Land Use Element of the General Plan, Policy 1.1(c) states, "The main application of [the Medium Density Residential] designation should be in areas where the City desires to create a functional transition from one land-use to another. While some multi-family structures may be permitted in a stacked form, the majority of any attached dwellings should be designed in a side-by-side configuration. Developments in these areas should be constructed with urban streets and useable recreational features and lands. Developments in these areas shall contain landscaping and recreational features as per the City's Parks, Recreation, Trails, and Open Space Element of the General Plan. Open spaces may be comprised of both Natural and Developed Open Spaces." This area is to be characterized by density ranging from 4 to 14 units per acre that may include a mixture of attached and detached dwellings." Rezoning the Property to R-10 meets this General Plan policy for the following reasons:
 - a. The General Plan states that the Medium Density Residential designation should be in areas where the City desires to create a functional transition from one land use to another. Allowing Medium Density Residential in this location will allow Medium Density Residential

- near Redwood Road prior to transitioning to Low Density Residential near Utah Lake. The Golf Course will also act as a green space buffer between land uses.
- b. The proposed Concept plan indicates that the units will be designed in a side-by-side fashion. The proposed Concept Plan includes common area open space around the proposed townhome units and recreational features such as a pool and clubhouse.
 - c. The requested zone allows up to 10 units per acre which is in compliance with the density range of 4 to 14 units per acre, as outlined in the General Plan.
- E. The Land Use Element of the General Plan, Policy 1.1(g) states, "Regional Commercial areas shall be characterized by a variety of retail users including big box retail configured in developments that provide excellent vehicular access to and from major transportation facilities. Developments located in Regional Commercial areas shall be designed so as to create efficient, functional conglomerations of commercial activities." The Property's current zoning of Regional Commercial does not meet this General Plan policy for the following reasons:
- a. Regional Commercial uses such as big box retail are not compatible in this area because this is a single location for commercial development and does not allow for a conglomeration of commercial activities.
 - b. Vehicular access to this site is via Fairway Boulevard. While this proper does have frontage on Redwood Road, vehicular access to this site will be via Fairway Boulevard. Fairway Boulevard. The entrance from Fairway Boulevard does not provide excellent vehicular access to and from major transportation facilities such as Redwood Road.

Proposed Findings Against this Request:

The Planning Commission has reviewed the General Plan, Land Development Code, the Rezoning Application, and state law and makes the following findings with respect to this request:

- A. A rezone is a legislative decision and is presumed valid if it is "reasonably debatable that the decision, ordinance, or regulation promotes the purposes of this chapter and is not otherwise illegal." *Utah Code § 10-9a-801*. Thus, the Planning Commission and City Council have significant discretion in determining whether or not to rezone this property to a PUD Overlay Zone.
- B. An application for a zone change may be granted if "the proposed amendment furthers the purpose of the Saratoga Springs Land Use Element of the General Plan, or that changed conditions make the proposed amendment necessary to fulfill the purposes of [the Land Development Code]." *Land Development Code, § 19.17.03*. The purposes of the Land Use Element of the General Plan and the Land Development Code are discussed below.
- C. The Land Use Element of the General Plan provides, in relevant part, as follows:
 - a. Land Use, Goal 1.0: "Provide for orderly and efficient development that is compatible with both the natural and built environment by developing a land-use map that includes all projected land in the community":

Allowing the property to change from Regional Commercial to Medium Density Residential will allow eliminate the option to have future commercial development within walking distance of the nearby neighborhoods and will increase the number of multi-family units within one particular location.

- D. Furthermore, Land Development Code section 19.01.04 states as follows:
 1. The purpose of this Title, and for which reason it is deemed necessary, and for which it is designed and enacted, is to preserve and promote the health, safety, morals, convenience, order, fiscal welfare, and the general welfare of the City, and its present and future inhabitants and the public generally and in particular to:

- a. Encourage and facilitate the orderly growth and expansion of the City;
 - b. Secure economy in governmental expenditures;
 - c. Provide adequate light, air and privacy to meet the ordinary or common requirements of happy, convenient and comfortable living of the municipality's inhabitants, and to foster a wholesome social environment;
 - d. Enhance the economic well-being of the municipality and its inhabitants;
 - e. Facilitate adequate provisions for transportation, water, sewer, schools, parks, recreation, storm drains, and other public requirements;
 - f. Prevent the overcrowding of land, the undue concentration of population, and promote environmentally friendly open space;
 - g. Stabilize and conserve property values;
 - h. Encourage the development of an attractive and beautiful community; and
 - i. Promote the development of the City of Saratoga Springs in accordance with the City of Saratoga Springs Land Use Element of the General Plan.
2. This Section shall not be interpreted to prohibit any use of land that is otherwise not prohibited in this Title and shall only be used to provide clarification as to legislative intent.

Allowing the property to change from Regional Commercial to Medium Density Residential does not secure economy in governmental expenditures because additional units would be allowed putting an increased burden on expenditures. Allowing additional Medium Density Residential in this area is not advisable because it will create undue concentrations of population and will decrease the commercial opportunities in this part of the City, and is not currently supported by the Land Use Element of the General Plan.

MASTER DEVELOPMENT PLAN REQUEST

REVIEW PROCESS FOR MASTER DEVELOPMENT PLANS:

Section 19.13.08, Master Development Plans, outlines the purpose and procedure of a Master Development Plan review. The Master Development Plan process is established to provide a mechanism for the following:

- Approval of a land use and zoning plan for a specified geographic area that is proposed for development;
- Identification of utilities and other public infrastructure that will be required to be installed in order to service the proposed development; and
- Creation of a development agreement that identifies general land uses, residential densities, size of non-residential developments, possible funding obligations for construction of public infrastructure, and general phasing of the development.

REQUEST:

The items below are an outline of the requested Master Development Plan and Agreement.

Open Space:

The applicant would like the City Council to consider allowing the golf course, Eagle Park, and other open space in SSD to continue to count towards the open space requirements for the remaining plats. The attached map and tables have been provided by the applicant and outline the open space and amenities that have been provided and the open space that will be provided by the applicant with the new development. The items in yellow are included in the current application.

- Phases 1-11 were approved before the City was incorporated and include approximately 21.6% open space along with the marina park, clubhouse, and swimming pool.
- Phases 12-27 were approved in the 2000-2010 Master Development Agreement which allowed the golf course to count on a pro-rata basis towards the open space requirements. In addition to the golf course, there are other amenities and open spaces including: the lakeshore trail, the Redwood Road trail, Lakeside swimming pool and clubhouse, additional open space in plats 12 and 24, and Eagle Park (4.03 acres). The applicant is also proposing 10% open space in plats 25-27, which are currently undeveloped, along with a bird watching tower, parking lot and restrooms as was previously contemplated.

The attached table and map have been provided by the applicant in order to analyze and summarize the open space within the Saratoga Springs Development. The table breaks the development down into phases and outlines how much open space is provided and the overall density within these segments. If the Golf course is split into the front 9 and the back 9, the property around the front 9 has been developed, but the development around the back 9 is still unfinished which is why the applicant is requesting that the golf course continue to count towards the open space requirement on a pro-rata basis. The applicant would like the Planning Commission and City Council to consider that while the property around the front 9 is mostly developed, the property around the back 9 holes is only partially developed. Table 1, 2-A, 2-B, and 3 are summarized below:

Table 2-A, 2-B, and 3:

	Total Area (Acres)	Golf Course (Acres)	Additional Open Space (Acres)	Percent Open Space	Number of Units	Overall Density (units/acre)
Phases 1-11	215.9		46.69	21.63%	543	2.52
Front 9 holes	216.27	85.22	10.32	44.18%	350	1.62
Back 9 holes	193.58	89.49	8	50.62%	455*	2.35

*assuming Plat 20 is rezoned to R-10 and that the other phases develop with the densities allowed in the previous agreement

Table 3 indicates the total project area for Plats 1-11 (Phases 1-2) is approximately 215.9 acres. Within the project area there is 46.69 acres of open space. This is the equivalent of 21.63%.

Table 1 indicates the project area for Plats 12-27 (Phases 3-4) is approximately 440 acres. Within the project area 174.71 acres makes up the golf course and there is an additional 41.23 acres of open space existing and proposed. The golf course makes up 39.71% and the remaining open space makes up 9.37% of the project area for a total of 49.08% open space.

The Planning Commission and City Council are being asked to consider the same terms that were in the original agreements regarding the golf course. In the original agreement the golf course satisfied the open space requirements.

The applicant will also provide additional open space in Plats 25-27. They are proposing 10% within these plats. In regard to Plats 14 and 16A, the applicant has already dedicated Eagle Park to the HOA, which accounts for 19.54% of open space within these plats (14 and 16A) as outlined in Table #4 within the exhibits.

At the May 28th worksession the City Council debated the topic of allowing the golf course to continue to be used to satisfy the open space requirements. The applicant stated that the golf course is a benefit to the entire City and residents receive a discount. The Council members were generally in support of allowing the golf course to partially satisfy the open space requirement because residents receive a discount and because the applicant is proposing to provide an additional 10% open space in the remaining phases.

Trails:

In the new development agreement it is contemplated that the Lakeshore trail and the Redwood Road trail will still be required. There is also a drainage channel through Plats 26 and 27 where a trail will be required. Staff recommends connecting the drainage channel trail with the Redwood Road trail and the lakeshore trail.

The segment of trail that runs between the Lakeside Clubhouse (which is just north of Plat 23) and Plat 25 has not yet been installed and was proposed to cross the golf course. However, the owners of the golf course will no longer allow this and there is no documentation to require this. The applicant has proposed three options as shown on the attached open space map. Option 1 runs along Shorewood Drive and behind some of the lots in Plat 25 but would require permission from the Master HOA to construct the trail within the private street right of way. Option 2 is over wetlands, is over steep grades, and would require a boardwalk and approval from the Army Corp of Engineers. Option 3 is still shown on the plan, but would require permission from the owners of the Golf Course. All three options pose various challenges, which may be difficult to overcome. The expired agreement tied the construction of this trail to Plat 25. Staff recommends that prior to the recordation of a final plat for phases 25-27, this trail be completed or bonded for by the developer.

In regard to the lakeshore trail next to Plats 14 and 16A, the applicant has already installed a trail along Centennial Boulevard per City Council directive that was given in 2005. The applicant is requesting that the trail along Centennial Boulevard satisfies the lakeshore trail requirement for Plats 14 and 16A. Staff recommends that the applicant provide verification from the State that this trail location is acceptable under the terms of the "Agreement of Stipulation and Compromise Regarding the Utah Lake Boundary."

In the May 28th worksession the Council indicated that they would prefer the boardwalk option for the trail that runs from the Lakeside Clubhouse to Plat 25, but they understand that it may be difficult to obtain approvals for this option and would allow any of the three options proposed. In regards to the trail next to Plats 14 and 16A, the Council is willing to accept the trail that was installed along Centennial Boulevard as the lakeshore trail through this location.

Impact Fees:

The previous agreement did not require the payment of storm drainage impact fees or parks and open space impact fees. The developer has asked for this same consideration with their current application. Staff recommends waiving the storm drain impact fee but requiring the park impact fee for the reasons outlined below.

In regard to the storm drainage, they will be installing the storm drainage infrastructure that is required for their development and the City does not anticipate any existing or future impacts to the City Storm drain system. Because they are adjacent to the lake, their storm drain does not drain to any systems or properties at a lower elevation.

In regard to parks, trails, and open space impact fees, the law only requires a waiver if a facility that is identified in the City's impact fee facilities plan as a City system improvement is being provided by the developer or the development does not cause an impact on City infrastructure. In this particular case, the small pieces of open space that are proposed within the remaining plats are not City system improvements. In addition, the proposed development will impact City parks, recreational facilities, and trails because the City will still be installing the parks, trails, and open space identified in the City's impact fee facilities plan irrespective of the proposed development's proposed parks, trails, and open space. Therefore City staff is not in favor of this request.

At the May 28th worksession the Council supported the request to waive the storm drain impact fees but did not agree with the request to waive parks and open space impact fees.

Roads:

The applicant is proposing the same street cross sections that were allowed in the previous agreements, which would result in private streets within these phases. During the recent discussions regarding changes to the Land Development Code, the Planning Commission and City Council adopted a requirement that private streets must meet the same requirements as public streets including sidewalks. The only exception to this is that private streets are not required to have park strips.

The applicant is requesting that they be allowed to continue with the street cross-sections that were allowed in the original Master Development Agreement. These streets do not have sidewalks. Due to all the concern that has been expressed by the residents of the Saratoga Springs Development regarding the lack of sidewalks and the recent Code changes (adopted July 16, 2013), staff recommends that sidewalks be required on both sides of the private streets, except for Plat 16A. Plat 16A will provide a cul-de-sac at the end of an existing street, Amanda Lane, and thus staff recommends matching the existing street cross-section for this cul-de-sac which do not include sidewalks.

At the May 28th worksession, the City Council discussed private roads and cross-sections. The Council gave direction to continue with private streets in this development. However, whether or not sidewalks would be required was not determined.

Density/ Lot Sizes:

The expired Master Development Agreements anticipated the following densities:

Plat 14: was not included

Plat 16A: 4 lots

Plat 25: 85 lots

Plat 26: 69 lots

Plat 27: 75 lots

In 2008 a preliminary plat was reviewed for Plat 14 that included 35 lots ranging in size from 13,000-37,000 square feet. This plat has since expired, but the applicant originally stated they anticipate moving forward with the same plan. **The applicant has since requested that Plat 14 (18.67 acres) be capped at 3 units per acre, which would result in 56 lots. However, Staff recommends no more than 35 lots for Plat 14, resulting in a density of 1.87 units per acre.**

The applicant has recently submitted an application for Plat 16A which includes 4 lots ranging in size from 15,000-27,000 acres on a total of 2.15 acres; resulting in a density of 1.86 units per acre.

Concept Plans are attached for Plats 25, 26, and 27. In regard to these plats, 229 units were previously contemplated, resulting in an overall density of 3.65 units per acre for these phases. The density is broken down for each phase below, and remains within the previously contemplated overall density.

Plat 25: 85 lots / 22.77 acres = 3.73 units per acre (subtracting 10% for Open Space and approximately 30% for roads, the lots will be an average of 7,000 square feet)

Plat 26: 69 lots / 22.86 acres = 3.09 units per acre (subtracting 10% for Open Space and approximately 30% for roads, the lots will be an average of 8,650 square feet)

Plat 27: 75 lots / 21.62 acres = 3.47 units per acre (subtracting 10% for Open Space and approximately 30% for roads, the lots will be an average of 7,530 square feet)

Based on the above calculations, staff recommends that the lots be no smaller than 7,000 square feet within these phases. **However, the attached Concept Plans for these Plats contemplate lots ranging in size from 5,000 square feet to 14,000+ square feet. The applicant is requesting that the minimum lot size be at least 6,000 square feet in order provide for variety in lot sizes.**

APPLICANT DISCUSSION/REQUEST:

The details below outline specific requests from the applicant that differ from staff's recommendations:

Termination of Agreement:

In section 18: "Termination of agreement" states that if this new proposed MDA expires the base density would go to an R-2 zone. The applicant is requesting that this revert back to R-3 instead of R-2, if this agreement were to expire; the underlying zone is currently R-3.

- *This has been discussed and Staff is not concerned with this request since the underlying zone is R-3.*

Trail:

Exhibit F, #3: The new MDA is asking for a trail from Fairway BLVD to the south end of plat 27. The trail and landscaping from Fairway BLVD to the end of the golf course property fronting Redwood has already been installed.

- *This has been discussed and the trail is in place; thus, Staff is not concerned with this request.*

Lot Size:

Staff has recommended a minimum lot size of 7,000 square feet. That applicant has stated, if they are able to drop it down to 6,000 square feet (such as the minimum lot size in phase 23-24), or even lower, the same density cap would allow the option to make some of the lots near the lake larger. The Concept Plans indicate lots that are in the 5,000-6,000 square foot range. (Condition #6)

- *The attached concept plans for these phases include a variety of lot sizes. Because the density has a cap, allowing smaller lots would not increase the density, but would allow for flexibility in lot sizes. However, the 5,000 square foot lots may be too small for development near the lake, where larger lots have been recommended throughout the City. Thus, Staff recommends a minimum lot size of 7,000 square feet in these phases.*

Street Cross Sections (sidewalks):

Staff has recommended that the cross sections for these phases include sidewalks. The applicant would prefer to continue building the same street cross section that was allowed in the earlier phases of the development, without sidewalks, but rather with occasional trails. The applicant contends that the application that for the MDA extension was submitted and reviewed before the new ordinances were passed. The applicant has stated, the City Council was willing to consider that these phases be finished as started (May 28, 2013 workshop). The applicant requests removal of the "sidewalks be required" statement, and prefers substituting "that streets subject to this MDA be constructed as originally designed." (Condition #5)

- *Staff recommends that due to the concern expressed by current residents regarding the lack of sidewalks within this development, that these phases be constructed with sidewalks, except for Plat 16A, which will connect to an existing street that does not have sidewalks.*

Plat 14:

The base underlying zoning is R-3, which would allow 56 lots. Plat 14 was previously approved for 35 lots. The applicant still intends on re-submitting the 35 lot plan, but would prefer not to be "capped" at 35 lots. The applicant is asking for condition #6 to be changed to "plat 14 to have R-3 standard lots".

- *Staff recommends a cap of 35 lots for Plat 14 so that the lot sizes will be compatible with the lots immediately surrounding this Plat.*

MASTER DEVELOPMENT PLAN RECOMMENDATION:

Staff recommends that the Planning Commission forward a recommendation for approval to the City Council for the Lakeside at Saratoga Springs Master Development Plan and Agreement, located within the Saratoga Springs Development, east of Redwood Road, between 1500 South and 2800 South, based on the findings and recommendations stated in this report and subject to the conditions listed below:

1. The Golf course may continue to satisfy a majority of the open space requirements.
 - a. The remaining requirement shall be:
 - i. That Eagle Park may satisfy the open space requirements for Plats 14 and 16A
 - ii. That Plats 25, 26 and 27 will be required to have 10% open space in the general locations as shown in the proposed Master Development Plan.
 - iii. That Plat 25 will be required to install the anticipated bird watching tower, parking lot and restrooms that will be open to the public. A public access easement will be required for this use.
2. Trails will be required as outlined in this report.
 - a. The Developer shall install an 8' trail along Redwood Road, within the drainage channel and along the lakeshore.
 - b. The trail along Centennial Boulevard shall satisfy the lakeshore trail requirement for Plats 14 and 16A, provided the applicant provides verification from the State that this trail location is acceptable under the terms of the "Agreement of Stipulation and Compromise Regarding the Utah Lake Boundary."
 - c. The segment of the lakeshore trail that is required between the Lakeside Clubhouse which is just north of Plat 23) and Plat 25 shall be completed or bonded for prior to the recordation of Plats 25, 26, and 27. After installation, these trails shall be dedicated to and maintained by the HOA. A public access easement shall be required over these trails.
3. The storm drain impact fee shall be waived for the phases listed in this agreement.
4. The Parks and open space impact fee shall be required for the phases listed in this agreement.
5. The developer shall install private streets in the phases listed in the agreement. The private streets shall have a sidewalk on both sides of the street, excepting that Phase 16A shall not have sidewalks as it will be joining an existing street.
6. That Plat 14 be allowed 35 lots, Plat 16A will be allowed 4 lots, Plats 25-27 will be allowed a maximum of 229 units and the lots shall not be smaller than 7,000 square feet.
7. That the plats listed in this agreement shall comply with the existing CCR's and Design Guidelines for the Saratoga Springs Development and that those shall be attached to and recorded with the Master Development Agreement.

AUGUST 8, 2013 PLANNING COMMISSION REVIEW:

The Planning Commission reviewed this application on August 8, 2013 and tabled it to a future date. Since that meeting the applicant has stated that they would like to remove Plats 20 and 22 from the Master Development Agreement and would like the items being requested to be considered for Plats 14, 16A, 25, 26, and 27. This means that plat 22 will be removed from the discussion altogether. A review of the request to rezone plat 20 is outlined earlier in this report.

At the August 8th Planning Commission meeting four Commissioners were in attendance and their comments are summarized below:

Sandra Steele

Zone Change: Can't support the zone change from RC to R-10. This would take away the commercial opportunity at this location. The request is premature.

Sidewalks: Supports sidewalks. We have heard from the residents that there are concerns with no sidewalks.

Open Space: There aren't any parks nearby so the open space will be needed. Would like to see what 10% open space will look like.
 Lot Sizes: Supports 7,000 square feet or larger.

Kristen Hood

Zone Change: Does not support the zone change. Would like to see commercial in this location. That much medium density at the entrance to the development is not inviting.
 Setbacks: Does not support reducing setbacks for Plats 20 and 22.
 Sidewalks: Citizens have been very concerned about lack of sidewalks and the new code requires sidewalks.
 Open Space: The golf course only benefits those who golf. No options for kids and it's not free.
 Plat 14: Agrees with a cap of 35 lots. 56 would be too much.
 Trails: Would like to see us try to keep the lakeshore trail along the lake above the other options.
 Lot Sizes: Does not like the idea of going below 7,000 square feet. There should be bigger lots along the lake.

Jarred Henline

Zone Change: He didn't have a problem with it until the two commissioners who live down there pointed out their concerns.
 Setbacks/Sidewalks: Seems like they're asking for too much that is in opposition to staff's recommendations.
 Open Space: We need parks in this area.

Eric Reese

Rezone: Supports the zone change because there is already a large section of RC in this area and the current a future population in the south part of the City will not necessarily support so much RC.
 Setbacks: Does not support reduced setbacks for Plat 20 and 22.
 Sidewalks: People move into this area knowing there aren't any sidewalks. This allows for diversity within the City. A lot of people like developments without sidewalks.
 Open Space: We should recognize that the golf course is open space and there is a public use. Not everyone uses a playground, but it is still a public use. Agrees with 10% open space in the remaining phases.
 Lot Sizes: Would like to see larger lots along the lake. Would be alright with 6,000 vs. 7,000 sq.ft.

MASTER DEVELOPMENT PLAN FINDINGS:

Master Development Plan

A Master Development Plan shall be required of any development that is in excess of twenty acres in size if non-residential or in excess of 160 acres in size if residential. The Planning Commission shall not recommend and the City Council shall not approve any Subdivision or Site Plan unless it is part of a previously approved Master Development Plan. Although the remaining properties are approximately 90 acres, the overall development is more than 400 acres and the applicant is requesting an extension to some of the terms of the expired agreements. Also, a majority of this property is under a PUD Overlay.

General Plan – Land Use

The Land Use Map of the General Plan indicates Low Density, Medium Density and Regional Commercial Land Uses for these properties. The properties are currently zoned R-3 PUD, R-10 and RC in compliance with the Land Use Map of the General Plan. The R-3 Zone with a PUD Overlay is intended to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. The PUD Overlay Zone has already been adopted for the properties within the R-3 zone. The Medium Density Residential Zone already exists on Plat 22. The applicant is requesting R-10 for Plat 20 as well. If the zoning remains the same, the proposed Master Development Plan is in compliance with the General Plan. If the General Plan

is amended and the Rezone is granted, the proposed Master Plan will remain in compliance with the land uses shown on the Land Use Map of the General Plan.

Zoning

The site is currently zoned R-3 with a PUD Overlay, R-10, Medium Density Residential and RC, Regional Commercial. The applicants are requesting to rezone the RC property to R-10. The proposed land uses include single family and multi-family residential, as well as commercial uses which are permitted on the site. Additional review of land uses on this site will occur at the time of Subdivision and/or Site Plan review.

The Land Development Code requires 30% open space for developments within the PUD Overlay Zone. The original Master Development Agreement allowed the golf course to satisfy this requirement. The applicant is requesting that the golf course continue to meet these obligations and is proposing an additional 10% open space within the remaining phases. If this is agreed to, the open space requirements will be met. A summary of Parks and Open Space improvements as well as associated exhibits have been included within the Master Development Plan and Agreement.

Streets and Utilities

The development is accessed from Redwood Road which is a public street. The streets within the development are private streets and are proposed to continue as private streets within the remaining phases. Utilities will be required as outlined in the City Engineer's report and as displayed on the attached exhibits and outlined in the Master Development Agreement.

Utility information including culinary and secondary water, storm drainage and sanitary sewer, is required for this project and is displayed on the attached exhibits. The Master Development Plan and Agreement includes a summary of each improvement type with associated exhibits.

Other

This application complies with Section 19.13.04 of the Land Development Code as it was previously noticed to the Daily Herald (newspaper of general circulation) at least seven days in advance. This item was also placed on the State website for public notices at least seven days in advance. This item was posted at least three calendar days before the public meeting in the City Offices prior to the public hearings.

This application complies with Section 19.13.08 of the Land Development Code as the Planning Commission is holding a public hearing on August 8, 2013 and forwarding a recommendation to the City Council. The City Council will hold a public hearing and meeting on August 20, 2013.

ATTACHMENTS:

1. City Engineer's Staff Report
2. Location map
3. City Council Worksession Draft Minutes, May 28, 2013
4. Open Space Exhibit
5. Open Space and Amenities Tables
6. Concept Plan for Plats 20 and 22
7. Draft Master Development Agreement
8. Proposed Exhibits
9. Concept Plans for 25-27, Option 1
10. Concept Plans for 25-27, Option 2

STAFF CONTACT:

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Senior Planner
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scarroll@saratogaspringscity.com

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer

Subject: Lakeside @ Saratoga Springs (SSD)

Date: August 1, 2013

Type of Item: Master Development Agreement Extension



Description:

A. Topic: The applicant has submitted an MDA Extension application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: AY Lakeside LLC and Saratoga Springs Development, LLC
Request: Master Development Agreement Extension
Location: East of Redwood Road between 1500 South and 2800 South
Acreage: Approximately 95 acres – Plats 14, 16A, 20, 22, 25, 26, and 27

C. Recommendation: Staff recommends the approval of the MDA extension subject to the following conditions:

D. Conditions of approval:

- A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings as well as preliminary plat approval from the City Council prior to commencing construction.
- B. The bonding, construction, and dedication of the trail through plat 23 be completed before any additional plats are recorded.
- C. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.
- D. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.
- E. The existing 10-inch culinary water line in Redwood Road shall be extended south along Redwood Road and then north-easterly along Shorewood Drive to connect to the existing waterline at the south end of Plat 23. This 10-inch waterline shall be bonded for and constructed with the development of either plat 25, 26, or 27; whichever is developed first. A 14-inch waterline shall be extended to the south property boundary of Plat 26, from the 10-inch waterline in Shorewood Drive, to facilitate future connections.
- F. The Secondary Waterline in Shorewood Drive shall be a minimum of 8-inches and shall extend to Redwood Road to facilitate future connections. An 8-inch secondary waterline shall be extended to the south property boundary of Plat 26, from the 8-inch secondary waterline in Shorewood Drive, to facilitate future connections.
- G. The trail along redwood be completed when Shorewood Drive is connected to Redwood Road and that no less than 1/3 of the trail shall be constructed with each plat 25-27 to ensure equitable

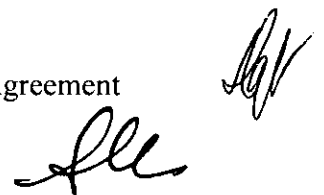
costs are shared with each.

- H. Some or all of the Lots in plats 25, 26, and 27 may require the construction of a lift station in order to have sewer service. A new sewer lift station must be in a location that is acceptable to the City and provides service for the maximum amount of the land between Redwood Road and Utah Lake. The design and construction costs of the lift station are the responsibility of the Developer. The Lift station shall be bonded for and constructed with the first plat that has lots requiring its use for sewer service.
- I. Shorewood Drive shall be completed through Plat 25 with City Standard turn around on the end and shall be bonded for and constructed in connection with the development of Plat 25.
- J. Shorewood Drive shall be completed through Plats 25, 26 and 27 and connect to Redwood Road and must be bonded for and constructed in connection with the first to be developed of Plats 26 or 27 or at such time that the next subdivision plat will result in more than 200 lots being accessed only by Shorewood Drive.
- K. All roads, except for Redwood Road, shall be dedicated to the Saratoga Springs Home Owners Association and shall be maintained and repaired by the homes Owners Association.
- L. All roads and turn-around's must comply with International Fire Code.
- M. The relocation of existing sewer mains may be required to accommodate new road alignments proposed in plats 26 and 27. All relocation work must be bonded for as calculated by the City Engineer prior to commencing construction and no disruption to existing service shall occur during construction.
- N. Natural drainages shall be left unimproved and no lot boundary shall contain any portion of a drainage that is inundated, at any time, during the 100-year storm event as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway
- O. The Lakeshore Trail along Utah Lake through Plat 25 and through the open area in Plat 26 together with the bird tower, parking area and public restrooms in that open area provided for in the Master Development Plan Agreement and required by the agreement between the State of Utah and SSD shall be bonded for and constructed with the development of Plat 25. This area shall open to public use but shall be dedicated to and maintained by the HOA after the warranty period.
- P. Provide wetland delineation from a qualified professional and comply with all local, state, and federal requirements regarding their disturbance.
- Q. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.
- R. The trail and the manicured landscaped parkway along Redwood Road from Fairway Boulevard to the south end of Plat 27 shall be bonded for and constructed with the development of Plat 27. This area shall be dedicated to and maintained by the HOA after the warranty period.
- S. All parkway trails and open space improvements shall be dedicated or conveyed to the Saratoga Springs Home Owners Association and be maintained by the Home Owners Association. Public access easements shall be provided for the trail, restrooms, parking lot, and bird watching tower along Utah Lake and shall be open to the public pursuant to the boundary agreement with FFSL.
- T. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed

property) and all UPDES and NPDES project construction requirements.

- U. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.
- V. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- W. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the construction drawings.
- X. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- Y. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.
- Z. Developer shall dedicate property for the Existing Filter Station to the City.
- AA. Developer is required to ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.

EXHIBIT "C"
City Council Staff Report and
Written Minutes with Adopted Findings and Conditions

Two handwritten signatures are present in the bottom right corner of the page. The signature on the left is written in a cursive, flowing style, while the signature on the right is more angular and stylized.

CITY OF SARATOGA SPRINGS CITY COUNCIL MEETING

Tuesday, September 17, 2013

Meeting held at the City of Saratoga Springs City Offices

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

MINUTES

CITY COUNCIL WORK SESSION – Commencing at 6:05 p.m.

Present:

Council Members: Mayor Love, Councilman Poduska, Councilman McOmber, Councilwoman Baertsch, Councilman Miller, Councilwoman Call

Staff: Lori Yates, Mark Christensen, Spencer Kyle, Kevin Thurman, Owen Jackson, Kimber, Sarah Carroll, Police Chief Andrew Burton, Fire Chief Jess Campbell

Others: Paul Watson, Chris Porter, Peter Staks, Dinna Bayangos, Ryan Poduska, Craig Call, Marsha Paskett, Lars Anderson, Jennifer Klingonsmith, Barbara Poduska, Alyce Brown, Billie Hawkins, Loma McKinnon, Larry and Gloria Hadfield, Stephen Willden, Bill Drummond, Beverly Bristow, Max Allen, Larry Johnson, Ross Welch, Lynne Kunz, Nancy Hart

1. Quarterly Department Update.

Fire Chief Jess Campbell presented the quarterly update for the Fire department which included training, programs and recent incidents.

Councilwoman Call asked when the daily training occurs. Chief Jess Campbell indicated that training is every day with those who are on duty.

Councilman McOmber asked if the current firefighters are putting themselves at risk because proper equipment is not being used. Chief Campbell stated that they are not at risk but we are trying to update the standard equipment.

Fire Chief Jess Campbell stated that they are working with dispatch service to update the data use for the fire department. This will accommodate the needs for the department and the county's use. We are hoping to have the services available for use in November.

Police Chief Andrew Burton presented the statics from the last quarter and he touched on Governors Day which was successful. He also touched on the organization chart, the 90 day assessment of the department and those areas, and the community's involvement.

Mayor Love has noticed an increase with panhandling. How is this matter being addressed?

Chief Andrew Burton if a law is violated or there is a problem with safety then we would enforce the issue.

Councilwoman Call mentioned that the police department participated in a DUI blitz and there were several arrests made. She mentioned that Provo City has placed signs along Center Street in Provo addressing the increased panhandling problem.

Councilwoman Baertsch stated that the homeless advocates recommend that donations be made to a local charity and would discourage giving to panhandlers.

CITY COUNCIL POLICY SESSION

Present:

Council Members: Mayor Love, Councilman Poduska, Councilman McOmber, Councilwoman Baertsch, Councilman Miller, Councilwoman Call

Staff: Lori Yates, Mark Christensen, Spencer Kyle, Kevin Thurman, Owen Jackson, Kimber Gabryszak, Sarah Carroll, Police Chief Andrew Burton, Fire Chief Jess Campbell

Others: Paul Watson, Chris Porter, Peter Staks, Dinna Bayangos, Ryan Poduska, Craig Call, Marsha Paskett, Lars Anderson, Jennifer Klingonsmith, Barbara Poduska, Alyce Brown, Billie Hawkins, Loma McKinnon, Larry and Gloria Hadfield, Stephen Willden, Bill Drummond, Beverly Bristow, Max Allen, Larry Johnson, Ross Welch, Lynne Kunz, Nancy Hart

- **Call to Order by Mayor Love.**
- **Invocation was given by Councilwoman Call**
- **Pledge of Allegiance was led by Councilwoman Baertsch**

Mayor Love opened the public input.

Marsha Paskett explained that a program and resolution were previously approved which provided utility assistants to those residents who are serving our Country. She was recently made aware that those utility assistants are not being offered at this time. She asked that the Council revisit this item and provide this assistant to our fellow service man and woman living here in the City.

Mayor Love closed the public input.

1. Consent Calendar:

a. Approval of Minutes:

i. August 20, 2013.

A motion was made by Councilwoman Baertsch and seconded by Councilwoman Call to approve the consent calendar with changes to the minutes made by Councilwoman Call. Aye: Councilwoman Baertsch, Councilwoman Call, Councilman McOmber, Councilman Poduska, and Councilman Miller. Motion was unanimous.

2. Ordinance 13-18 (9-17-13): Amending the Official Zoning Map Rezoning Plat Q of Jacobs Ranch Subdivision from Regional Commercial (RC) to Low Density Residential (R-3).

Kevin Thurman indicated that the applicant has requested the zoning be amended from Regional Commercial to R-3. Staff recommends this amendment.

The Council had no question or comments at this time.

A motion was made by Councilwoman Call seconded by Councilman Miller to approve Ordinance 13- (9-17-13): Amending the Official Zoning Map Rezoning Plat Q of Jacobs Ranch Subdivision from Regional Commercial (RC) to Low Density Residential (R-3) based on the findings and conditions listed in the staff report dated September 17, 2013. Aye: Councilwoman Call, Councilman Miller, Councilwoman Baertsch, Councilman McOmber and Councilman Poduska. Motion was unanimous.

3. Sergeant Court Rezone and Concept Plan.

Sarah Carroll presented the Rezone and Concept Plan for Sergeant Court which includes the revisions made by the developer. Staff recommends approval of the rezone.

a. Public Hearing: Amendment to the City of Saratoga Springs Zoning Map Rezoning Sergeant Court from Mixed Use (MU) to Mixed Use with a PUD Overlay.

Mayor Love opened the public input.

No public input at this time.

Councilman Miller closed the public input.

Councilwoman Baertsch pleased with the work that has been done and Jeremy Lapin's modifications to the developments sidewalks. Councilwoman Baertsch feels that there are four driveways that will not function and would recommend a safer exit for those driveways. The second access that is being proposed is unacceptable. Additional homes to this development are going to increase the traffic going through the development. If this secondary access is going to be used then she recommends removing the current trash receptacle and widening the street. The current street is too narrow. It would be ideal to look at other options for a second access; possibly the north end of the development.

Councilwoman Call echoed the comments that were made by Councilwoman Baertsch. Is it possible to have the second access be located on the south end of the development? There is a safety concern with the driveways located on the south end of the development and feels that it may be difficult for those residents to back out of their driveways.

Councilman Mcomber a secondary access needs to be taken seriously for this development. There are several safety concerns and is not comfortable with the proposed access. The access doesn't provide accessibility at this time. He asked that the developer attempt to reconfigure a new second access.

Councilman Miller echoed same comments that have been made regarding the second access. He recommended that the second access be located on the south end of the development.

Councilman Poduska understands the Fire Chief accepts the proposed second access.

Fire Chief Jess Campbell stated that this wasn't his first choice but based on the letter of Law Code this access does meet those requirements.

Council Poduska recommended that the trash receptacles be relocated.

Councilwoman Call suggested that the second access be located on the south end of the development near the storage units.

Mark Christensen indicated that the storage units facility is expected to expand that is why staff hasn't recommended that as an option.

i. Ordinance 13-19 (9-17-13): Amendments to the City of Saratoga Springs Zoning Map Sergeant Court to PUD Overlay.

Motion was made by Councilman Poduska and seconded by Councilwoman Baertsch to approve Ordinance 13-19 (9-17-13): Amendments to the City of Saratoga Springs Zoning Map Sergeant Court to PUD Overlay based on the findings and conditions listed in the staff report date September 17, 2013. Aye: Councilman Poduska, Councilwoman Baertsch, Councilwoman Call and Councilman Miller. Nay: Councilman McOmber. Motion passed.

4. Saratoga Springs Development Plat 20 Rezone and Concept Plan.

Item was removed, as per applicant.

5. Public Hearing: Master Development and Agreement for Saratoga Springs Development (Lakeside), Plat 14, 16A, 25, 26, and 27 located approximately between 1500 South to 2800 South and between Redwood Road and Utah Lake.

Sarah Carroll presented the Master Development and Agreement. Staff is recommending that the proposed trail be included with the conditions.

Councilwoman Call has been working with the Division of Forestry, Fire and State Lands on an agreement that addresses the sovereign lands.

Councilman McOmber has heard that the State is condemning properties located along Amanda Lane and would discourage that to occur.

Sarah Carroll briefly discussed with the Council staff's recommendation listed in the staff report.

Mayor Love opened the public input.

Larry Johnson, President of the HOA Board, asked that the City Council consider approval of Plat 14, 16A and 22 and Lakeside's plats 25, 26 27 the Board is pleased with the proposed plans. We support the pedestrian trail system.

Nancy Hart indicated that the proposed open space was no approved by the Planning Commission and feels that the golf course should be considered for allowed open space. Allowing the golf course as open space creates many safety issues.

Lynne Kunz doesn't find it right that the City is working with the State on taking private land away from the homeowners.

Tim Taylor understood that a trail wasn't allowed due to the steep surrounding lands and if a trail was to be built then a retaining wall was going to be installed which would provide safety to the area. Tim has concerns with this proposal.

Gloria Hadfield lives on the west side of Redwood Road and asked if there are any plans to expand Redwood Road to accommodate the building of future homes.

Roland Sturga asked who would be responsible for maintaining the trail along the lake.

Councilwoman Call the HOA.

Roland Sturga expressed concerns that the trail will not be used and that the foot traffic will continue on Centennial which is a safety issue.

Stuart Collyer asked if these plats would be a part of the current Saratoga Springs Development HOA.

Councilwoman Call stated that the Saratoga Springs HOA.

Dennis Kunz looks like the open space is being reduced is that correct?

Kevin Thurman the previous Master Development Agreement stated that the golf course could be counted as open space, the developer is meeting the required open space.

Council Call closed the public input.

Peter Staks discussed the history of the lands use regulation regarding the proposed plats and asked the Council not to require a trail along Amanda Lane.

Paul Watson, developer, all that is being asked for, is that the Council extended the prior Master Development Agreement.

Councilman Poduska asked if a traffic study has been completed. Sarah Carroll explained that a traffic report was done which included the complete build out of the development.

Councilman Poduska asked what size homes would be built on the 7,000 square foot lots? Sarah Carroll indicated that the proposed lots would have standard size home.

Councilman Miller asked staff if Eagle Park is being counted as open space in this development and a previous development.

Staff stated that its not being counted twice.

Councilman Miller asked what is the net gain or loss of the open space.

Sarah Carroll stated that the developer is requesting that the golf course be a part of the open space and additional 15 percent is being included.

Councilman Miller would like to see the roads and sidewalks be kept the same as the current development is designed.

Councilman McOmber echoed the comments made on sidewalks and likes the development without the sidewalks. Keep consistent as the development is now. Would encourage the trail be continuous. The trail on the canal would be more suitable for the area. He is pleased with the proposed plats and is eager to see the development move forward.

Councilwoman Call appreciates public access to the bird watch. She would like to see that Eagle Park be considered open space. The private roads should still be required to meet the public streets standards such as requiring sidewalks. She would encourage the developer to have larger lots near the lake and that the trail is located along the lake which is seen as a benefit. Everyone should be aware that Eagle Park has a public access agreement. Advice was given to the developer the possible violations of the gate that is located on sovereign lands and to be aware of this issue.

Councilwoman Baertsch asked if there was a reason the bird watching tower is to be built in certain plats. Paul Watson stated that it could be built in Plat 26 and not Plat 25. She indicated that the plat shows an odd parcel which is not labeled. Paul Watson stated that is a clerical error.

Councilwoman Baertsch asked what the construction of the trail would consist of. Sarah Carroll stated that it will match the trail that consists in Harbor Bay. Councilwoman Baertsch is fine with Eagle Park allowed as open space. Would like to see that the lots be capped to 35 in Plat 14. She would like to see the trail continue as per State Lands and the City's Code. She is pleased with the 15 percent open space requirements along with the lots being 7,000 square feet but is fine if the developer would like to increase the square feet on the lots as well.

Councilwoman Call clarified that land will not be taken from those who have property along Amanda Lane.

a. Resolution R13-35 (9-17-13): Approval of Master Development Agreement for Saratoga Springs Development (Lakeside) Plats 14, 16A, 25, 26, and 27

Motion was made by Councilman McOmber and seconded by Councilman Miller to approve Resolution R 13-35 (9-17-13): Approval of Master Development Agreement for Saratoga Springs Development (Lakeside) Plats 14, 16A, 25 26, and 27 based on the findings and conditions listed in the staff report dated September 17, 2013. Aye: Councilman McOmber, Councilman Miller and Councilman Poduska. Nay: Councilwoman Baertsch and Councilwoman Call. Motion passed.

Subject to:

- 1. Unless a trail easement is allowed on the canal the existing trail matches the current grandfather process from Centennial to Amanda Lane.**
- 2. That the balance of HOA meet the sidewalk/roads and that the trail is used and not the sidewalks.**
- 3. That the bird watching tower be built in Plat 26.**
- 4. That the language in the agreement state that lots 25-27 be allowed up to 229 units.**

Councilwoman Baertsch voted against this item because we don't have the rights to take to agreements between two parties with regards to the trail agreement.

Councilwoman Call her reasons for denying the Master Development Agreement are because she feels that we are violating our street agreements by passing this.

6. Agreement Extending the Sierra Estates Master Development Agreement.

a. Resolution R13-36 (9-17-13): Approval of Agreement Extending the Sierra Estates Master Development Agreement.

Sarah Carroll indicated that the current development agreement is near the expiration date and the developer is asking for an extension.

The City Council had no comments regarding this item at this time.

Motion was made by Councilwoman Baertsch and seconded by Councilman Poduska to approve Resolution R13-36 (9-17-13): Approval of Agreement Extending the Sierra Estates Master Development Agreement. Aye: Councilwoman Baertsch, Councilman Poduska, Councilman McOmber, Councilman Miller and Councilwoman Call. Motion was unanimous.

7. Reports:

Councilwoman Call thanked Kimber Gabryszak and Spencer Kyle for their efforts and knowledge while attending a meeting that was held with the Division of Forestry, Fire and State Lands.

Councilman Miller indicated that the Governor's Day was a success.

Motion was made by Councilman McOmber and seconded by Councilwoman Call to enter into closed session for the purchase, exchange or lease of property, pending or reasonably imminent litigation, the character, professional competence, or physical or mental health of an individual at 9:20 p.m.

The closed session was held at the City of Saratoga Springs City Office 1307 North Commerce Drive, Saratoga Springs, Utah. Present: Mayor Love, Councilman Miller, Councilman Poduska, Councilwoman Baertsch, Mark Christensen, Kevin Thurman and Lori Yates.

Adjourned from closed session at 10:15 p.m.

Motion to adjourn at 10:15 p.m. was unanimous.

November 12, 2013
Date of Approval

Lori Yates
Lori Yates, City Recorder



CITY OF
SARATOGA SPRINGSCITY COUNCIL
STAFF REPORT

LAKESTIDE AT SARATOGA SPRINGS
MASTER DEVELOPMENT AGREEMENT FOR PLATS 14, 16A, 25, 26, 27
SEPTEMBER 17, 2013

Applicant/Owner:	Ay Lakeside LLC (Ayala International) and Saratoga Springs Development, LLC (Peter Staks)
Location:	Within the Saratoga Springs Development, east of Redwood Road, between 1500 South and 2800 South
Major Street Access:	Redwood Road
Land area:	SSD Plats 14, 16A, 25, 26 and 27
Land Use Plan Designation:	Low Density Residential
Zone:	R-3 PUD, Low Density Residential Planned Unit Development
Zoning of Adjacent Parcels:	R-3 PUD
Current Use:	Undeveloped
Previous Meeting Dates:	City Council work session, 5-21-13; Planning Commission Review, 8-8-13 and 8-22-13

DESCRIPTION:

This is a request for an update and renewal of the Master Development Plan Agreement related to the undeveloped parcels of land that fall within the expired Saratoga Springs Master Development Plan and Agreement. The developer is requesting many of the same considerations that were granted in the original development agreements, such as similar densities, private streets, and open space credit for the golf course. This report outlines the details related to these requests and also provides some history related to the original development agreements.

The applicant is requesting 35 lots for Plat 14, 4 lots for Plat 16A, and 229 lots for Plats 25-27. These requests are explained in detail later in this report.

The City Council was given a preliminary presentation regarding these requests in a worksession on May 28, 2013. Draft minutes from that meeting are attached.

After the August 8, 2013 Planning Commission meeting the applicant requested that Plats 20 and 22 be removed from the Master Development Agreement application since it seemed unlikely that the PUD Overlay and the variations related to sidewalks and open space would be considered for these properties. However, they would still like the rezone for Plat 20 to be considered at this time. A separate staff report covers this request.

The City Council may wish to discuss the density for each phase, lot sizes, and the request to continue to receive open space credit for the golf course and to count Eagle Park towards the open space requirements. The applicant dedicated Eagle Park to the HOA a few years ago. This park is right next to Plat 14. The applicant is requesting that this park be used to satisfy the open space requirements for Plats 14 and 16A. For Plats 25-27, they are requesting to receive open space credit for the golf course and suggesting an additional 10% of open space within these phases along with a bird watching tower, restrooms and a parking lot within Plat 25.

HISTORY:

The applicants have submitted a Master Development Plan Application in order to determine entitlements for the undeveloped properties within the expired Saratoga Springs Development, specifically Plats 14, 16A, and 25-27. Within the undeveloped plats the applicant is proposing trail corridors along the lake, along Redwood Road, and in the drainage channel. They are also proposing a bird watching tower, restrooms, and a parking area along with several smaller open spaces within Plats 25-27. To begin with, a history of the Saratoga Springs Development ("SSD") and Master Development Agreements is outlined below.

Phases 1-2 (Plats 1-11) of the Saratoga Springs Development were approved before the City was incorporated, under Utah County jurisdiction and regulations.

Phases 3-4 (Plats 12-29, since revised to plats 12-27) were approved in 2000, under the City of Saratoga Springs' jurisdiction and regulations. This Master Development Plan and Agreement expired in 2010. An Amended Master Development Plan and Agreement for Phases 3-4 was approved in 2004 and expired in 2012.

The timeline below was provided by the applicant as an overview of what has taken place so far. Staff has verified this timeline and added some information.

- 1997 The CC&R's are created for the project. They seem to still stand today with some amendments having been made to the original CC&R's.
- 2000 The Development Agreement is created for the remaining land (Phases 3-4) which is approximately 440 acres including the golf course. Section 3.2.4 discusses the golf course and open space and states, "Although this golf course shall not be included in any particular residential subdivision plat, it shall be counted on a pro rata basis, as compliance with 19.04.110(K) Open Space Requirements of the Town Land Development Code and toward other open space requirements of the Town Development Code." This is where the deal was made for the golf course to be counted as open space. This agreement had a 10 year approval for the overall development. The golf course was required to start construction at the 50% lot approval mark of the proposed lots.
- 2000 to 2004 Plats 8A, 12, 13, 13B, 15, and 23, are recorded. Of these plats one plat allocated 3.9% of its plat area to open space, providing open space above what was required within the golf course.
- 2003 to 2005 The Golf Course is built. April 2004 the front 9 are open for play and May of 2005 the back 9 are open for play.
- 2004 After the golf course is built, the amended development agreement is approved and requires specific trails and open space, but does not mention the golf course. This agreement requires the lakeshore trail, the Redwood Road trail, the drainage trail, and a bird tower with a parking area and public restrooms.
- 2004 to 2006 Plats 18, 19, 23 amended, and 24, are recorded. One plat deeds 6% open space of its plat, providing open space above what was required.
- 2006 to Present – No plats are recorded
- 2011 Eagle Park (4.03 acres) is dedicated to the HOA independent of any particular plat, providing open space above what was required.

- 2012 The 2004 development agreement expires, along with its City obligations. Developer obligations remain as to recorded plats, but not to unrecorded density.

MASTER DEVELOPMENT PLAN REQUEST

REVIEW PROCESS FOR MASTER DEVELOPMENT PLANS:

Section 19.13.08, Master Development Plans, outlines the purpose and procedure of a Master Development Plan review. The Master Development Plan process is established to provide a mechanism for the following:

- Approval of a land use and zoning plan for a specified geographic area that is proposed for development;
- Identification of utilities and other public infrastructure that will be required to be installed in order to service the proposed development; and
- Creation of a development agreement that identifies general land uses, residential densities, size of non-residential developments, possible funding obligations for construction of public infrastructure, and general phasing of the development.

REQUEST:

The items below are an outline of the requested Master Development Plan and Agreement.

Open Space:

The applicant would like the City Council to consider allowing the golf course, Eagle Park, and other open space in SSD to continue to count towards the open space requirements for the remaining plats. The attached map and tables have been provided by the applicant and outline the open space and amenities that have been provided and the open space that will be provided by the applicant with the new development. The items in yellow are included in the current application.

- Phases 1-11 were approved before the City was incorporated and include approximately 21.6% open space along with the marina park, clubhouse, and swimming pool.
- Phases 12-27 were approved in the 2000-2010 Master Development Agreement which allowed the golf course to count on a pro-rata basis towards the open space requirements. In addition to the golf course, there are other amenities and open spaces including: the lakeshore trail, the Redwood Road trail, Lakeside swimming pool and clubhouse, additional open space in plats 12 and 24, and Eagle Park (4.03 acres). The applicant is also proposing 10% open space in plats 25-27, which are currently undeveloped, along with a bird watching tower, parking lot and restrooms as was previously contemplated.

The attached table and map have been provided by the applicant in order to analyze and summarize the open space within the Saratoga Springs Development. The table breaks the development down into phases and outlines how much open space is provided and the overall density within these segments. If the Golf course is split into the front 9 and the back 9, the property around the front 9 has been developed, but the development around the back 9 is still unfinished which is why the applicant is requesting that the golf course continue to count towards the open space requirement on a pro-rata basis. The applicant would like the Planning Commission and City Council to consider that while the property around the front 9 is mostly developed, the property around the back 9 holes is only partially developed. Table 1, 2-A, 2-B, and 3 are summarized below:

Table 2-A, 2-B, and 3:

	Total Area (Acres)	Golf Course (Acres)	Additional Open Space (Acres)	Percent Open Space	Number of Units	Overall Density (units/acre)
Phases 1-11	215.9		46.69	21.63%	543	2.52
Front 9 holes	216.27	85.22	10.32	44.18%	350	1.62
Back 9 holes	193.58	89.49	8	50.62%	455*	2.35

*assuming Plat 20 is rezoned to R-10 and that the other phases develop with the densities allowed in the previous agreement

Table 3 indicates the total project area for Plats 1-11 (Phases 1-2) is approximately 215.9 acres. Within the project area there is 46.69 acres of open space. This is the equivalent of 21.63%.

Table 1 indicates the project area for Plats 12-27 (Phases 3-4) is approximately 440 acres. Within the project area 174.71 acres makes up the golf course and there is an additional 41.23 acres of open space existing and proposed. The golf course makes up 39.71% and the remaining open space makes up 9.37% of the project area for a total of 49.08% open space.

The City Council is being asked to consider the same terms that were in the original agreements regarding the golf course. In the original agreement the golf course satisfied the open space requirements.

The applicant will also provide additional open space in Plats 25-27. They are proposing 10% within these plats. In regard to Plats 14 and 16A, the applicant has already dedicated Eagle Park to the HOA, which accounts for 19.54% of open space within these plats (14 and 16A) as outlined in Table #4 within the exhibits.

At the May 28th worksession the City Council debated the topic of allowing the golf course to continue to be used to satisfy the open space requirements. The applicant stated that the golf course is a benefit to the entire City and residents receive a discount. The Council members were generally in support of allowing the golf course to partially satisfy the open space requirement because residents receive a discount and because the applicant is proposing to provide an additional 10% open space in the remaining phases.

The Planning Commission reviewed these requests on August 8 and 22, 2013; the Commissioners recommended that Plats 25-27 include 15% open space and supported the request to count Eagle Park towards the open space requirements for plats 14 and 16A.

Trails:

In the new development agreement it is contemplated that the Lakeshore trail and the Redwood Road trail will still be required. There is also a drainage channel through Plats 26 and 27 where a trail will be required. Staff recommends connecting the drainage channel trail with the Redwood Road trail and the lakeshore trail as necessary, so that there is a connecting trail system in this area, rather than segments of disconnected trails.

The segment of trail that runs between the Lakeside Clubhouse (which is just north of Plat 23) and Plat 25 has not yet been installed and was proposed to cross the golf course. However, the owners of the golf course will no longer allow this and there is no documentation to require this. The applicant has proposed three options as shown on the attached open space map. Option 1 runs along Shorewood Drive and behind some of the lots in Plat 25 but would require permission from the Master HOA to construct the trail within the private street right of way. Option 2 is over wetlands, is over steep grades, and would require a boardwalk and approval from the Army Corp of Engineers. Option 3 is still shown on the plan, but would require permission from the owners of the Golf Course. All three options pose various challenges, which may be difficult to overcome. The expired agreement tied the construction of this trail

to Plat 25. Staff recommends that prior to the recordation of a final plat for phases 25-27, this trail be completed or bonded for by the developer.

In the May 28th worksession the Council indicated that they would prefer the boardwalk option along the lake for the trail that runs from the Lakeside Clubhouse to Plat 25, but they understand that it may be difficult to obtain approvals for this option and would consider any of the three options proposed.

The Planning Commission reviewed these trail options on August 8 and 22, 2013; after receiving public input, the Commissioners recommended that the trail be located along the lake, as the other two options do not seem feasible. The owners of the golf course were present and stated they will not allow the trail to cross the golf course. Additionally, comments from the residents indicated that the best place for the lakeshore trail was along the lake because when it is located in the neighborhoods, it increases vehicular/pedestrian interactions and thus raises safety concerns.

In regard to the lakeshore trail next to Plats 14 and 16A, the applicant has already installed a trail along Centennial Boulevard per City Council directive that was given in 2005. The applicant is requesting that the trail along Centennial Boulevard satisfies the lakeshore trail requirement for Plats 14 and 16A. Staff recommends that the applicant provide verification from the State that this trail location is acceptable under the terms of the "Agreement of Stipulation and Compromise Regarding the Utah Lake Boundary."

In the May 28th worksession the City Council indicated that that they would be willing to consider accepting the trail that was installed along Centennial Boulevard as fulfillment of the lakeshore trail through this location.

The Planning Commission supported the request to count the trail along Centennial Boulevard as the lakeshore trail in this location. However, since the May 28th City Council work session and the August 22nd Planning Commission meeting, City Staff have met with representatives of the Utah Division of Forestry, Fire and State Lands (FFSL) and discussed the lakeshore trail in this location. FFSL indicated that there are several parcels along Amanda Lane that are preventing the trail in this location from continuing. However FFSL is working towards a solution to this. Based on this discussion, it is now recommended that the trail be constructed along the lake through Eagle Park, Plat 14, and Plat 16A.

Roads:

The applicant is proposing the same street cross sections that were allowed in the previous agreements, which would result in private streets within these phases. During the recent discussions regarding changes to the Land Development Code, the Planning Commission and City Council adopted a requirement that private streets must meet the same requirements as public streets including sidewalks. The only exception to this is that private streets are not required to have park strips.

Density/ Lot Sizes:

The expired Master Development Agreements anticipated the following densities:

- Plat 14: was not included
- Plat 16A: 4 lots
- Plat 25: 85 lots
- Plat 26: 69 lots
- Plat 27: 75 lots

In 2008 a preliminary plat was reviewed for Plat 14 that included 35 lots ranging in size from 13,000-37,000 square feet; resulting in a density of 1.87 units per acre. This plat has since expired, but the applicant has stated that they anticipate moving forward with the same plan.

The applicant has recently submitted an application for Plat 16A which includes 4 lots ranging in size from 15,000-27,000 acres on a total of 2.15 acres; resulting in a density of 1.86 units per acre.

Concept Plans are attached for Plats 25, 26, and 27. In regard to these plats, 229 units were previously contemplated, resulting in an overall density of 3.65 units per acre for these phases. The density is broken down for each phase below, and remains within the previously contemplated overall density.

Plat 25: 85 lots / 22.77 acres = 3.73 units per acre (subtracting 10% for Open Space and approximately 30% for roads, the lots will be an average of 7,000 square feet)

Plat 26: 69 lots / 22.86 acres = 3.09 units per acre (subtracting 10% for Open Space and approximately 30% for roads, the lots will be an average of 8,650 square feet)

Plat 27: 75 lots / 21.62 acres = 3.47 units per acre (subtracting 10% for Open Space and approximately 30% for roads, the lots will be an average of 7,530 square feet)

Based on the above calculations, staff recommends that the lots be no smaller than 7,000 square feet within these phases. However, the attached Concept Plans for these Plats contemplate lots ranging in size from 5,000 square feet to 14,000+ square feet. The applicant is requesting that the minimum lot size be at least 6,000 square feet in order provide for variety in lot sizes.

At the August 22nd Planning Commission meeting, the Commissioners forwarded a recommendation in support of a minimum lot size of 7,000 square feet.

APPLICANT DISCUSSION/REQUEST:

Lot Size:

Staff has recommended a minimum lot size of 7,000 square feet. That applicant has stated, if they are able to drop it down to 6,000 square feet (such as the minimum lot size in phase 23-24), or even lower, the same density cap would allow the option to make some of the lots near the lake larger. The Concept Plans indicate lots that are in the 5,000-6,000 square foot range. (Condition #6)

- The attached concept plans for these phases include a variety of lot sizes. Because the density has a cap, allowing smaller lots would not increase the density, but would allow for flexibility in lot sizes. However, the 5,000 square foot lots may be too small for development near the lake, where larger lots have been recommended throughout the City. Thus, Staff recommends a minimum lot size of 7,000 square feet in these phases.*

Street Cross Sections (sidewalks):

The applicant has requested that the private streets continue without sidewalks. Recent code amendments require sidewalks for private streets.

Plat 14:

The base underlying zoning is R-3, which would allow 56 lots. Plat 14 was previously approved for 35 lots. The applicant still intends on re-submitting the 35 lot plan, but would prefer not to be "capped" at 35 lots. The applicant is asking for condition #6 to be changed to "plat 14 to have R-3 standard lots".

- Staff recommends a cap of 35 lots for Plat 14 so that the lot sizes will be compatible with the lots immediately surrounding this Plat. Since the applicant is requesting that Eagle Park count as open space credit for this phase, it seems reasonable to cap the density for this phase.*

MASTER DEVELOPMENT PLAN RECOMMENDATION:

The Planning Commission forwarded a recommendation for approval to the City Council for the Lakeside at Saratoga Springs Master Development Plan and Agreement for Plats 14, 16A, 25, 26, and 27, located

within the Saratoga Springs Development, east of Redwood Road, between 1500 South and 2800 South, based on the findings and recommendations stated in this report and subject to the conditions listed below: (Condition 2.a. has been modified to include language regarding connecting trails. Condition 2.b. has been modified to require the trail along the lake in Eagle Park, Plats 14 and 16A.)

1. The Golf course may continue to satisfy a majority of the open space requirements.
 - a. The remaining requirement shall be:
 - i. That Eagle Park may satisfy the open space requirements for Plats 14 and 16A
 - ii. That Plats 25, 26 and 27 will be required to have 15% open space.
 - iii. That the developer of Plat 25 will be required to install the anticipated bird watching tower, parking lot and restrooms that will be open to the public. A public access easement will be required for this use.
2. Trails will be required as outlined in this report.
 - a. The Developer shall install an 8' trail along Redwood Road, within the drainage channel and along the lakeshore. Trails shall also be required as necessary to connect these trail segments.
 - b. That the trail be constructed along the lake through Eagle Park, Plat 14 and Plat 16A. The trail segment through Eagle Park will be required with the construction of Plat 14.
 - c. The segment of the lakeshore trail that is required between the Lakeside Clubhouse which is just north of Plat 23) and Plat 25 shall be completed or bonded for prior to the recordation of Plats 25, 26, and 27.
 - d. After installation, these trails shall be dedicated to and maintained by the HOA. A public access easement shall be required over these trails.
3. The developer shall install private streets in the phases listed in the agreement.
4. That Plat 14 be allowed 35 lots, Plat 16A will be allowed 4 lots, Plats 25-27 will be allowed a maximum of 229 units and the lots shall not be smaller than 7,000 square feet.
5. That the plats listed in this agreement shall comply with the existing CCR's and Design Guidelines for the Saratoga Springs Development and that those shall be attached to and recorded with the Master Development Agreement.

MASTER DEVELOPMENT PLAN FINDINGS:

Master Development Plan

A Master Development Plan shall be required of any development that is in excess of twenty acres in size if non-residential or in excess of 160 acres in size if residential. The Planning Commission shall not recommend and the City Council shall not approve any Subdivision or Site Plan unless it is part of a previously approved Master Development Plan. Although the remaining properties are approximately 90 acres, the overall development is more than 400 acres and the applicant is requesting an extension to some of the terms of the expired agreements. Also, a majority of this property is under a PUD Overlay.

General Plan – Land Use

The Land Use Map of the General Plan indicates Low Density, Medium Density and Regional Commercial Land Uses for these properties. The properties are currently zoned R-3 PUD, R-10 and RC in compliance with the Land Use Map of the General Plan. The R-3 Zone with a PUD Overlay is intended to provide areas for residential subdivisions with an overall density of 1 to 4 units per acre. The PUD Overlay Zone has already been adopted for the properties within the R-3 zone. The Medium Density Residential Zone already exists on Plat 22. The applicant is requesting R-10 for Plat 20 as well. If the zoning remains the same, the proposed Master Development Plan is in compliance with the General Plan. If the General Plan is amended and the Rezone is granted, the proposed Master Plan will remain in compliance with the land uses shown on the Land Use Map of the General Plan.

Zoning

The site is currently zoned R-3 with a PUD Overlay, R-10, Medium Density Residential and RC, Regional Commercial. The applicants are requesting to rezone the RC property to R-10. The proposed land uses

include single family and multi-family residential, as well as commercial uses which are permitted on the site. Additional review of land uses on this site will occur at the time of Subdivision and/or Site Plan review.

The Land Development Code requires 30% open space for developments within the PUD Overlay Zone. The original Master Development Agreement allowed the golf course to satisfy this requirement. The applicant is requesting that the golf course continue to meet these obligations and is proposing an additional 10% open space within the remaining phases. If this is agreed to, the open space requirements will be met. A summary of Parks and Open Space improvements as well as associated exhibits have been included within the Master Development Plan and Agreement.

Streets and Utilities

The development is accessed from Redwood Road which is a public street. The streets within the development are private streets and are proposed to continue as private streets within the remaining phases. Utilities will be required as outlined in the City Engineer's report and as displayed on the attached exhibits and outlined in the Master Development Agreement.

Utility information including culinary and secondary water, storm drainage and sanitary sewer, is required for this project and is displayed on the attached exhibits. The Master Development Plan and Agreement includes a summary of each improvement type with associated exhibits.

Other

This application complies with Section 19.13.04 of the Land Development Code as it was previously noticed to the Daily Herald (newspaper of general circulation) at least seven days in advance of the public hearing which was held on August 8, 2013. This item was also placed on the State website for public notices at least seven days in advance of the public hearing. This item was posted at least three calendar days before the public meetings in the City Office.

This application complies with Section 19.13.08 of the Land Development Code as the Planning Commission held a public hearing on August 8, 2013 and received public comment at the August 20, 2013 meeting and forwarded a recommendation to the City Council.

ATTACHMENTS:

1. City Engineer's Staff Report
2. Location map
3. City Council Worksession Draft Minutes, May 28, 2013
4. Planning Commission Draft Minutes, August 8 and 22, 2013
5. Open Space Exhibit
6. Open Space and Amenities Tables
7. Draft Master Development Agreement
8. Proposed Exhibits
9. Concept Plans for 25-27, Option 1
10. Concept Plans for 25-27, Option 2

STAFF CONTACT:

Sarah Carroll
Senior Planner
801-766-9793 x 106
scarroll@saratogaspringscity.com

City Council Staff Report

Author: Jeremy D. Lapin, City Engineer

Subject: Lakeside @ Saratoga Springs (SSD)

Date: August 1, 2013

Type of Item: Master Development Agreement Extension



SARATOGA SPRINGS

Description:

A. Topic: The applicant has submitted an MDA Extension application. Staff has reviewed the submittal and provides the following recommendations.

B. Background:

Applicant: AY Lakeside LLC and Saratoga Springs Development, LLC

Request: Master Development Agreement Extension

Location: East of Redwood Road between 1500 South and 2800 South

Acreage: Approximately 95 acres – Plats 14, 16A, 20, 22, 25, 26, and 27

C. Recommendation: Staff recommends the approval of the MDA extension subject to the following conditions:

D. Conditions of approval:

- A. Prepare construction drawings as outlined in the City's standards and specifications and receive approval from the City Engineer on those drawings as well as preliminary plat approval from the City Council prior to commencing construction.
- B. The bonding, construction, and dedication of the trail through plat 23 be completed before any additional plats are recorded.
- C. Consider and accommodate existing utilities, drainage systems, detention systems, and water storage systems into the project design. Access to existing facilities shall be maintained throughout the project.
- D. Comply with the Land Development Codes regarding the disturbance of 30%+ slopes.
- E. The existing 10-inch culinary water line in Redwood Road shall be extended south along Redwood Road and then north-easterly along Shorewood Drive to connect to the existing waterline at the south end of Plat 23. This 10-inch waterline shall be bonded for and constructed with the development of either plat 25, 26, or 27; whichever is developed first. A 14-inch waterline shall be extended to the south property boundary of Plat 26, from the 10-inch waterline in Shorewood Drive, to facilitate future connections.
- F. The Secondary Waterline in Shorewood Drive shall be a minimum of 8-inches and shall extend to Redwood Road to facilitate future connections. An 8-inch secondary waterline shall be extended to the south property boundary of Plat 26, from the 8-inch secondary waterline in Shorewood Drive, to facilitate future connections.
- G. The trail along redwood be completed when Shorewood Drive is connected to Redwood Road and that no less than 1/3 of the trail shall be constructed with each plat 25-27 to ensure equitable

costs are shared with each.

- H. Some or all of the Lots in plats 25, 26, and 27 may require the construction of a lift station in order to have sewer service. A new sewer lift station must be in a location that is acceptable to the City and provides service for the maximum amount of the land between Redwood Road and Utah Lake. The design and construction costs of the lift station are the responsibility of the Developer. The Lift station shall be bonded for and constructed with the first plat that has lots requiring its use for sewer service.
- I. Shorewood Drive shall be completed through Plat 25 with City Standard turn around on the end and shall be bonded for and constructed in connection with the development of Plat 25.
- J. Shorewood Drive shall be completed through Plats 25, 26 and 27 and connect to Redwood Road and must be bonded for and constructed in connection with the first to be developed of Plats 26 or 27 or at such time that the next subdivision plat will result in more than 200 lots being accessed only by Shorewood Drive.
- K. All roads, except for Redwood Road, shall be dedicated to the Saratoga Springs Home Owners Association and shall be maintained and repaired by the homes Owners Association.
- L. All roads and turn-around's must comply with International Fire Code.
- M. The relocation of existing sewer mains may be required to accommodate new road alignments proposed in plats 26 and 27. All relocation work must be bonded for as calculated by the City Engineer prior to commencing construction and no disruption to existing service shall occur during construction.
- N. Natural drainages shall be left unimproved and no lot boundary shall contain any portion of a drainage that is inundated, at any time, during the 100-year storm event as defined by NOAA. All trails and home finish floor elevations shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway
- O. The Lakeshore Trail along Utah Lake through Plat 25 and through the open area in Plat 26 together with the bird tower, parking area and public restrooms in that open area provided for in the Master Development Plan Agreement and required by the agreement between the State of Utah and SSD shall be bonded for and constructed with the development of Plat 25. This area shall open to public use but shall be dedicated to and maintained by the HOA after the warranty period.
- P. Provide wetland delineation from a qualified professional and comply with all local, state, and federal requirements regarding their disturbance.
- Q. Developer shall provide a traffic study to determine the necessary improvements to existing and proposed roads to provide an acceptable level of service for the proposed project.
- R. The trail and the manicured landscaped parkway along Redwood Road from Fairway Boulevard to the south end of Plat 27 shall be bonded for and constructed with the development of Plat 27. This area shall be dedicated to and maintained by the HOA after the warranty period.
- S. All parkway trails and open space improvements shall be dedicated or conveyed to the Saratoga Springs Home Owners Association and be maintained by the Home Owners Association. Public access easements shall be provided for the trail, restrooms, parking lot, and bird watching tower along Utah Lake and shall be open to the public pursuant to the boundary agreement with FFSL.
- T. Project must meet the City Ordinance for Storm Water release (0.2 cfs/acre for all developed

property) and all UPDES and NPDES project construction requirements.

- U. Developer shall meet all applicable city ordinances and engineering conditions and requirements in the preparation of the Construction Drawings.
- V. Project bonding must be completed as approved by the City Engineer prior to recordation of plats.
- W. All review comments and redlines provided by the City Engineer are to be complied with and implemented into the construction drawings.
- X. All work to conform to the City of Saratoga Springs Standard Technical Specifications, most recent edition.
- Y. Developer shall prepare and record easements to the City for all public utilities not located in a public right-of-way.
- Z. Developer shall dedicate property for the Existing Filter Station to the City.
- AA. Developer is required to ensure that there are no adverse effects to adjacent property owners and future homeowners due to the grading and construction practices employed during completion of this project.

Exhibit "D"
Water Facilities

Exhibit "D-1"
Waterline Infrastructure Exhibit

Exhibit "D-2"
Secondary Water Infrastructure Exhibit



EXHIBIT "D"
Water Facilities

Developers shall responsible for the installation of any on or off-site water lines necessary to connect their development to existing city water mains

Per City regulations, the existing 10-inch culinary water line in Redwood Road shall be extended south along Redwood Road and then north-easterly along Shorewood Drive to connect to the existing waterline at the south end of Plat 23. This 10-inch waterline shall be constructed with the development of plat 25, 26, or 27, whichever is developed first. Also, with plat 26, a 14-inch waterline shall be extended to the south property boundary of Plat 26 from the 10-inch waterline in Shorewood Drive. This paragraph shall not apply if the waterline is already installed and meets current City regulations.

Per City regulations, the secondary waterline in Shorewood Drive shall be completed within each phase and shall be a minimum of 8-inches. An 8-inch secondary waterline shall be extended to the south property boundary of Plat 26 from the 8-inch secondary waterline in Shorewood Drive with the development of Plat 26.

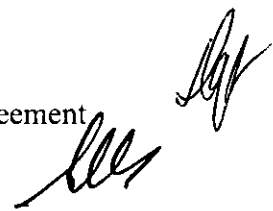
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EXHIBIT "D-1"



45 W. 1200 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
WWW.ENSIGNUT.COM

BY
AVILLA INTERNATIONAL
1043 E. MILLDALE BLVD PMB
FOSTER CITY, CA 94404-1811
CONTRACT NO. 15-0000000000
PHONE: 650.238.3339
FAX:

SARATOGA SPRINGS, UTAH

LAKESIDE

PROJECT: UT0900-007
DATE: 11/9/13
DRAWN BY: B. WATSON
CHECKED BY: K. WATSON

WATER LINE
INFRASTRUCTURE
EXHIBIT

EX D-1

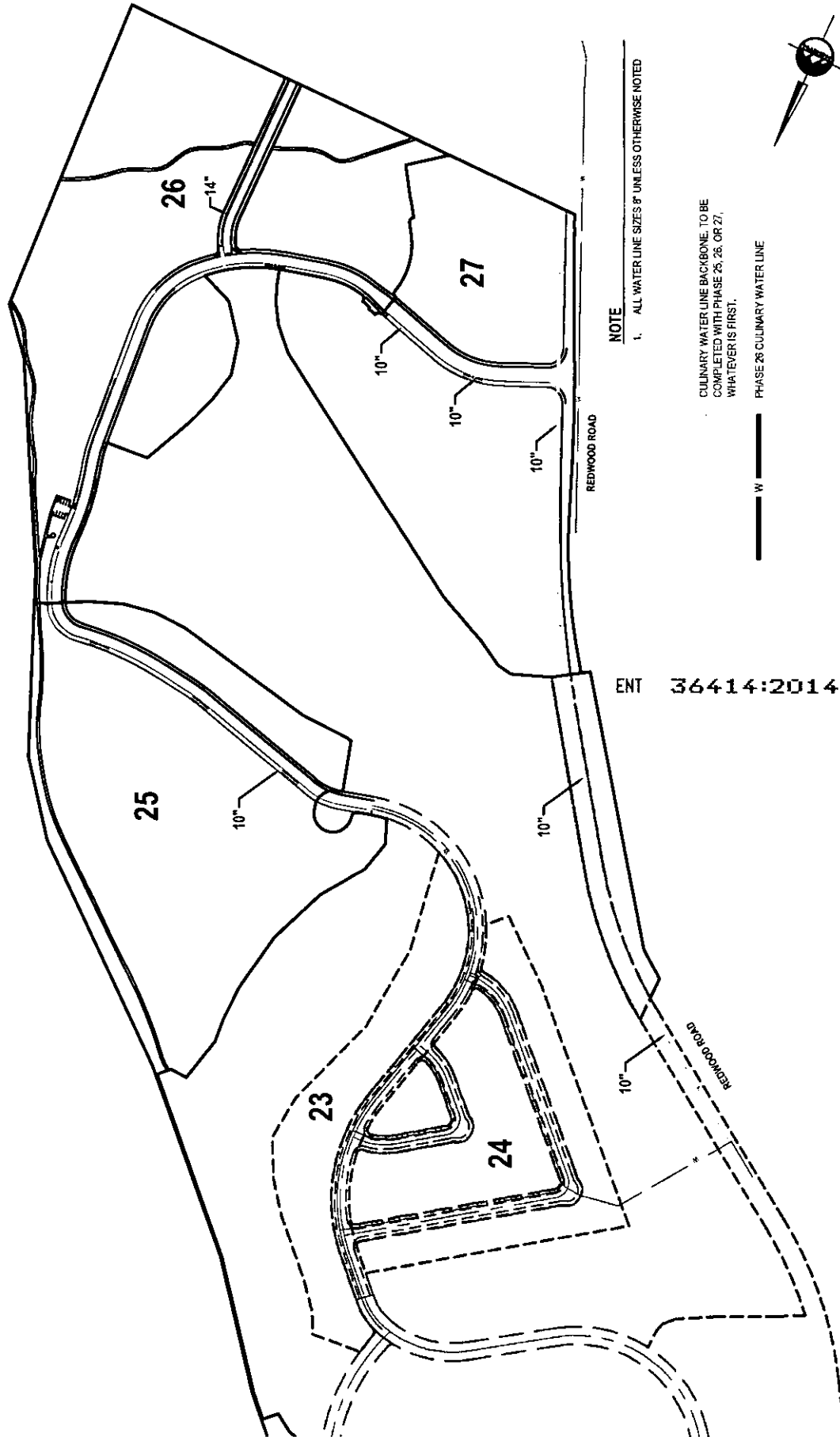
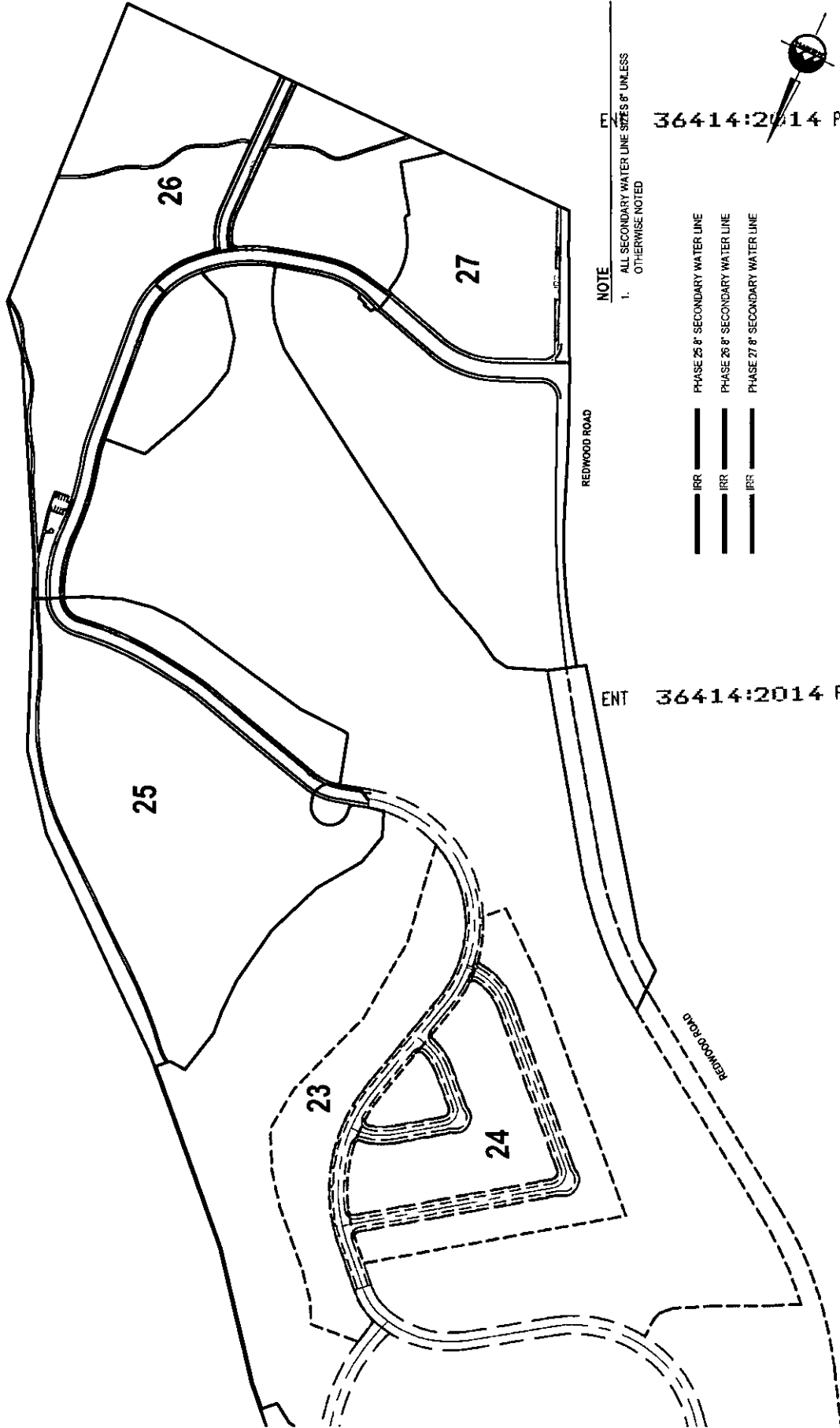


EXHIBIT "D-2"



NOTE
1. ALL SECONDARY WATER LINE SIZES 8" UNLESS OTHERWISE NOTED

— 8" — PHASE 25 8" SECONDARY WATER LINE
— 8" — PHASE 26 8" SECONDARY WATER LINE
— 8" — PHASE 27 8" SECONDARY WATER LINE



SCALE: 1"=300'



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FOR:
ATLAS INTERNATIONAL
1000 S. 1000 W. 1000 N.
PO BOX 1000, SALT LAKE CITY, UT 84143
CONTACT:
DARRA BAYMOROS
PHONE: 801.255.5533
FAX:

LAKESIDE
SARATOGA SPRINGS, UTAH

SECONDARY WATER
INFRASTRUCTURE
EXHIBIT

PROJECT:
UT1904007
DATE:
11/19/13
DRAWN BY:
B. WATSON
CHECKED BY:
K. WATSON

EX D-2

ENT 36414:2014 PG 74 of 92

ENT 36414:2014 PG 74 of 92

Exhibit "E"
Sewer

Exhibit "E-1"
Sewer Line Infrastructure Exhibit



EXHIBIT "E"
SEWER

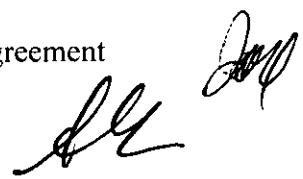
Developers shall responsible for the installation of any on or off-site sewer lines necessary to connect their development to existing city sewer mains.

Some or all of the lots in plats 25, 26, and 27 may require the construction of a lift station in order to have sewer service. Although the City is opposed to new sewer lift stations, it acknowledges that one additional sewer lift station will likely have to be built in order to allow for the full development of the remaining land between Redwood Road and Utah Lake in the South end of the City. The City therefore intends to allow for the construction of a new sewer lift station with this development but only if the proposed location is acceptable to the City Engineer and provides service for the maximum amount of the land between Redwood Road and Utah Lake. Although the location and design of the lift station must be approved by the City Engineer, all design and construction costs are the responsibility of the Developer. The lift station shall be constructed with the first plat that has lots requiring its use for sewer service. Developer shall epoxy line the three manholes immediately downstream of the force main discharge point to mitigate the effects of corrosion.

Developer shall extend an 8-inch sewer main to the south boundary of plat 26 from the main in Shorewood Drive with the development of plat 26.

Developer shall extend an 8-inch sewer main along Shorewood Drive to Redwood Road with the development of plat 27.

The relocation of existing sewer mains may be required to accommodate new road alignments proposed in plats 26 and 27. It is the responsibility of the developer to provide and receive approval on bypass pumping plans while the sewer relocation is under construction to ensure there is no disruption in sewer service to any existing residences. Any relocation work shall be as per plans approved by the City Engineer and shall be constructed with the plat in which the main is located within that plat's boundary. Lots may not contain any portion of a sewer main or manhole.

Two handwritten signatures in black ink, one appearing to be 'JL' and the other 'JP', located in the bottom right corner of the page.

FOR
AYALA INTERNATIONAL
1045 E. HILLSDALE BLVD #105
FOSTER CITY, CA 94404-1813
CONF ACT
DIONA BAYANGOS
PHONE 650-293-3338
CAN

LAKESIDE

SEWER LINE
INFRASTRUCTURE
EXHIBIT

PROJECT #	DATE	DESIGNED BY	PROJECT MANAGER
U1199C-4607	2/6/14	B. WATSON	K. WATSON

EX E-1

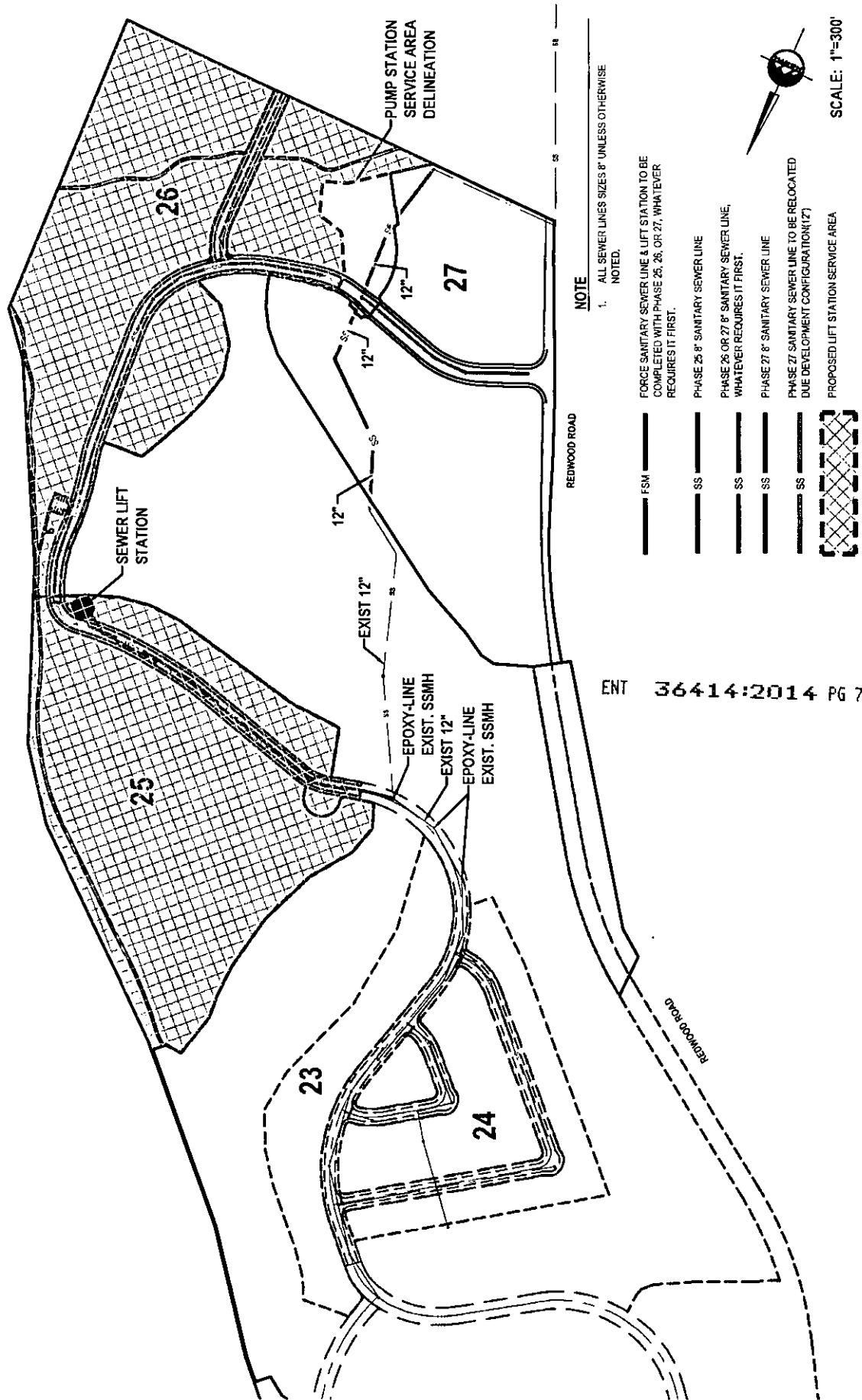


Exhibit "F"
Storm Water

Exhibit "F-1"
Storm Drain Infrastructure Exhibit

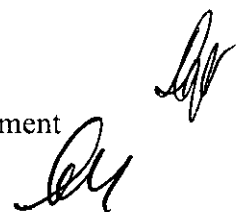
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EXHIBIT "F"
Storm Water

Storm water runoff for each plat must be detained and treated to meet City, State, and Federal codes and regulations. Developer is responsible for complying with UPDES and NPDES requirements during and after construction and shall obtain an NOI permit prior to commencing any construction activities. Natural drainages shall be left unimproved and no lot boundary shall contain any portion of land that is at or below the 100-year storm event high water elevation or is within the 100-yr floodplain as defined by NOAA. All trails and home finish floor elevations, except a lake shore trail, shall be a minimum of 1-foot above the 100-year high water mark of any adjacent drainage, lake, or waterway.

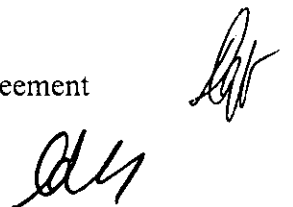
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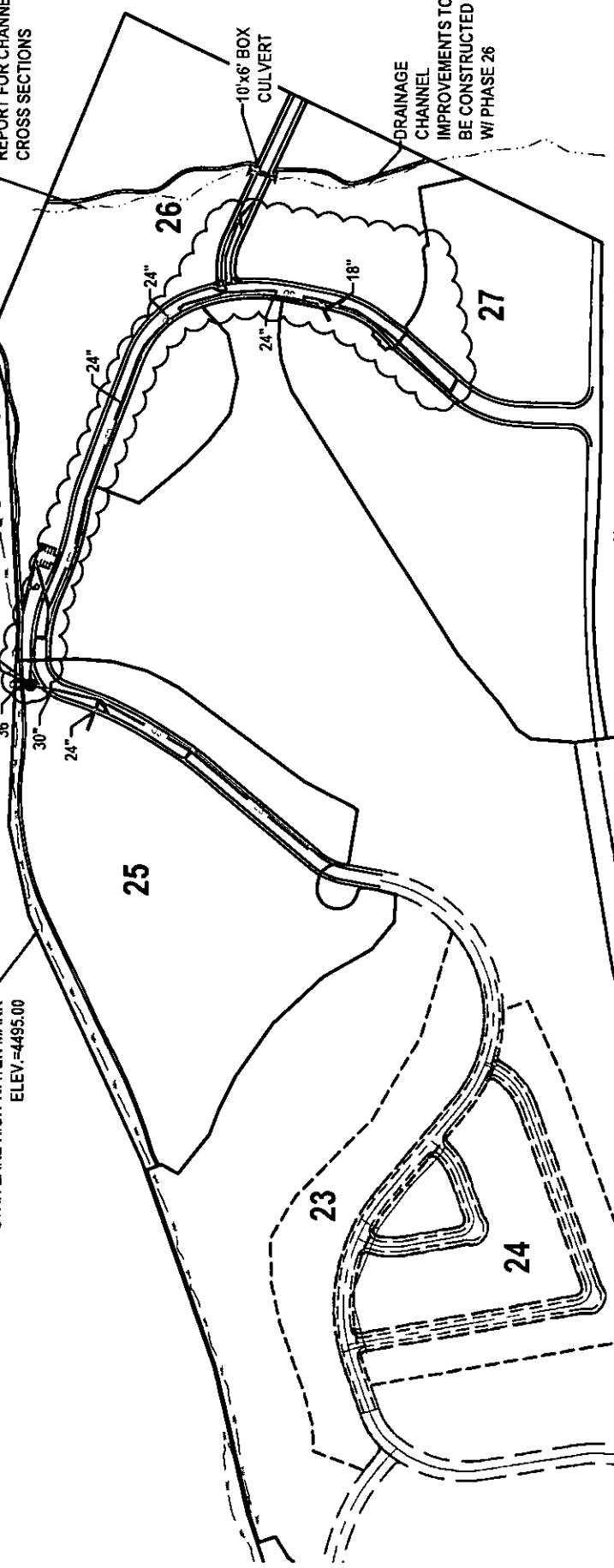
EXHIBIT "F-1"

OUTFALL & OILWATER SEPARATOR TO BE COMPLETED WITH PLAT 25, 26, OR 27, WHICHEVER IS FIRST

OILWATER SEPARATOR

UTAH LAKE HIGH WATER MARK
ELEV. = 4495.00

SEE DRAINAGE
REPORT FOR CHANNEL
CROSS SECTIONS



- NOTE**
1. ALL STORM DRAIN LINE SIZES 15" UNLESS OTHERWISE NOTED.
 2. STORM WATER FOR EACH PLAT MUST BE DETAINED & TREATED TO MEET CITY STANDARDS.

- SD — PHASE 25 STORM DRAIN LINE
 - SD — PHASE 26 OR 27 STORM DRAIN LINE, WHATEVER IS FIRST
 - SD — PHASE 27 STORM DRAIN LINE
- STORM DRAIN WITHIN THIS AREA IS TO BE CONSTRUCTED WITH EITHER PHASE 26 OR 27, WHICHEVER IS CONSTRUCTED FIRST.



SCALE: 1"=300'

Exhibit "G"
Roads

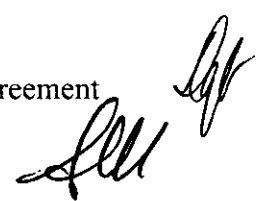
Exhibit "G-1"
Roadway Infrastructure Exhibit

Two handwritten signatures in black ink, one appearing to be 'AJ' and the other 'DK', located in the bottom right corner of the page.

EXHIBIT "G"
Roads

Roads shall be constructed in accordance with City ordinances, regulations, and standards, including applicable fire codes with the exception that sidewalks are not required so long as a suitable trail system is provided for pedestrians. Specific requirements for roads will be determined by the City Engineer at the time of plat submittal. However, the following roads are specifically required in conjunction with the development of the plats listed below:

1. Except as specified in paragraph 3 of this Exhibit G, Shorewood Drive shall be completed through Plat 25 with City Standard turn around on the end and shall be bonded for and constructed in connection with the development of Plat 25. Shorewood Drive shall be completed through Plats 25, 26 and 27 and connect to Redwood Road and must be bonded for and constructed in connection with the first to be developed of Plats 26 or 27 or at such time that the next subdivision plat will result in more than 200 lots being accessed only by Shorewood Drive.
2. All roads, except for Redwood Road, shall be dedicated to the Saratoga Springs Home Owners Association and be maintained and repaired by such homeowners association.
3. Notwithstanding anything contained in this Exhibit G, all roads and turn-arounds must comply with the current edition of the International Fire Code and current City ordinances, regulations, and standards. Sidewalks are not required within the right-of-way.

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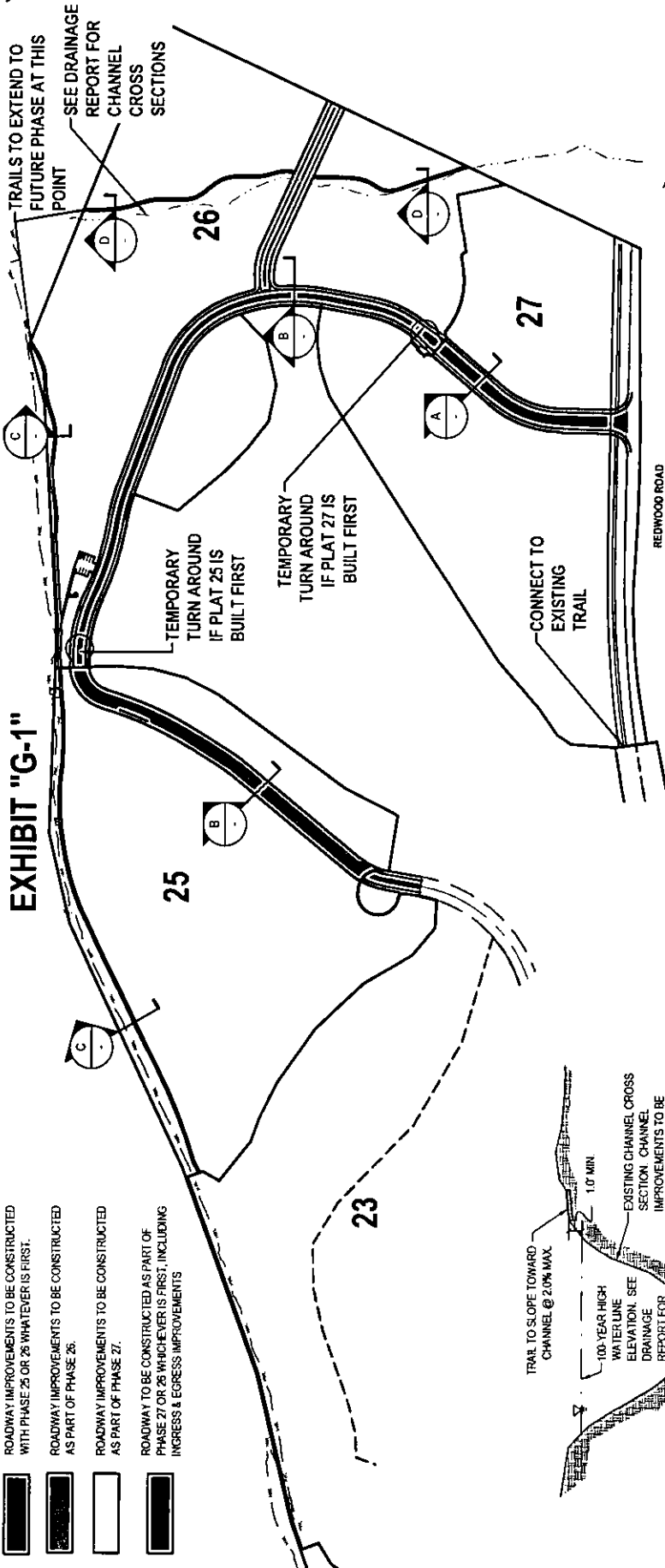
45 W. 1200 S., Suite 500
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Phone: 801.255.6529
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LAKESIDE

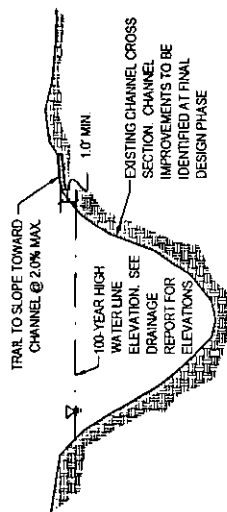
SARATOGA SPRINGS, UTAH

PROJECT: UTILITY/ROADWAY
DESIGNER: ENGIN
CLIENT: B. WATSON
PROJECT MANAGER: K. WATSON

EX G-1

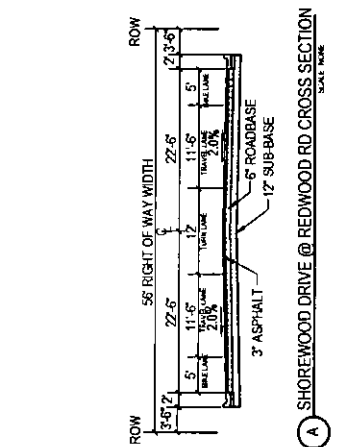
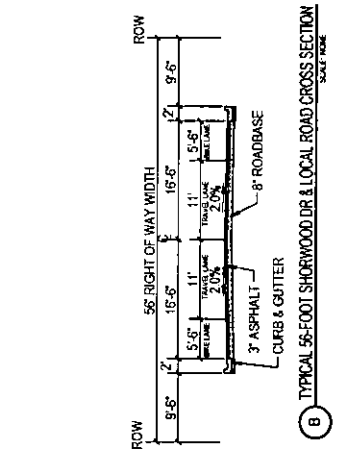
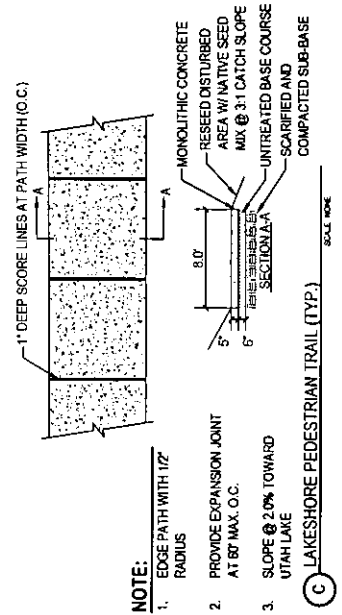


- ROADWAY IMPROVEMENTS TO BE CONSTRUCTED WITH PHASE 25 OR 26 WHATEVER IS FIRST.
- ROADWAY IMPROVEMENTS TO BE CONSTRUCTED AS PART OF PHASE 26.
- ROADWAY IMPROVEMENTS TO BE CONSTRUCTED AS PART OF PHASE 27.
- ROADWAY TO BE CONSTRUCTED AS PART OF PHASE 27 OR 26 WHATEVER IS FIRST, INCLUDING INGRESS & EGRESS IMPROVEMENTS



D TRAIL LOCATION ALONG DRAINAGE CHANNEL

SCALE: 1"=10'



A SHOREWOOD DRIVE @ REDWOOD RD CROSS SECTION

SCALE: 1"=10'

Exhibit "H"
Parks, Trails, and Open Space

Exhibit "H-1"
Parks and Open Space for Plats 25, 26, and 27

Exhibit "H-2"
Trails for Plats 25, 26, and 27

Exhibits "H-3"
Bird Watching Tower

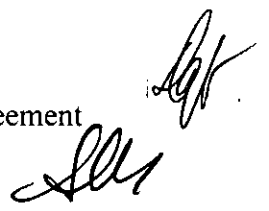
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EXHIBIT "H"
Parks, Trails, and Open Space

The following parks, trails, and open space improvements must be completed as hereinafter provided:

1. Plats 25-27 shall be responsible for installing open space equaling 15% of the total project area within these phases. Developers may improve and deed more than the 15% required open space per phase and bank the excess open space improvements toward the next phase to be approved provided that at least the equivalent of 15% of the gross land area for the proposed plat is being developed as open space within Plats 25-27 concurrently with development of the proposed plat. In all cases, Developers must ensure that the equivalent of 15% total open space is being improved in Plats 25-27 concurrently with development of each respective phase or that sufficient open space has been previously improved within Plats 25-27 to satisfy the open space improvements for each individual plat. Such open space must include the trails specified below and shall meet the Land Development Code requirements for open space, including the requirement to phase improvements.
2. Construction of the Lakeshore Trail along Utah Lake east of Plat 23 was started but never completed. This trail must be completed to the south boundary of plat 25 along the lake shore prior to recording Plats 25, 26, or 27.
3. The Lakeshore Trail along Utah Lake through Plat 25, which is also required by the agreement between the State of Utah and Saratoga Springs Development, shall be constructed with the development of Plat 25.
4. The Lakeshore Trail along Utah Lake through Plat 26, which is also required by the agreement between the State of Utah and Saratoga Springs Development, shall be constructed with the development of Plat 26. A Trail shall also be constructed along the drainage corridor that runs from Redwood Road to Utah Lake with the development of Plat 26. The developer of Plat 26 shall also be responsible to install a bird watching tower, restrooms, and a parking lot adjacent to the Lakeshore trail, with a public access easement, which is also required by the agreement between the State of Utah and Saratoga Springs Development.
5. The trail along Redwood Road, within Plat 27, shall be constructed with Plat 27. This trail shall connect to the end of the existing trail and be constructed to the south boundary of Plat 27.
6. The Lakeshore Trail along Utah Lake through Plats 16A and 14, which is also required for Plat 16A and portions of Plat 14 by the agreement between the State of Utah and Saratoga Springs Development, shall be constructed with the development of Plats 16A




and 14 provided the canal, located in State of Utah lands adjacent to Plats 16A and 14, is vacated and filled-in by the State of Utah, or designee, and Developer obtains permission from the State of Utah to construct the trail in the area where the canal was located. However, if the developer cannot obtain permission from the State of Utah, this requirement may also be met by using the existing trail along Centennial Blvd. Nonetheless, this paragraph is not intended to supersede the agreement between the State of Utah and Saratoga Springs Development. In lieu of completion of the trail before plat recordation, Developer may deposit cash with the City in an amount sufficient to install the trail improvements in the canal location. If the canal is not vacated prior to expiration of this Agreement, the cash shall be returned to Developer after expiration of this Agreement provided that all Plat 14 and Plat 16A improvements have been completed and the 1-year warranty period has expired per City regulations.

7. Plats 14 and 16A shall not be responsible for improvement of any open space other than the trails listed above.
8. All parks, trails, and open space improvements shall be installed by the developer and be dedicated to the Saratoga Springs Home Owners Association (unless located within Sovereign Lands) and maintained by the Saratoga Springs Home Owners Association. Public access easements shall be provided for all trails, restrooms, parking lots, and the bird watching tower along Utah Lake. All trails must be at least 1 foot above the 100-yr flood elevation, may not be within any lot boundary, and must be located in common open space or within state lands.
9. In lieu of completion of any of the improvements in this Exhibit prior to building permits being issued, the City may—in accordance with Utah State law and City ordinances—allow a performance bond to be posted by Developers. The timing of the installation of the improvements shall be specified in a bond agreement approved by the City Attorney.

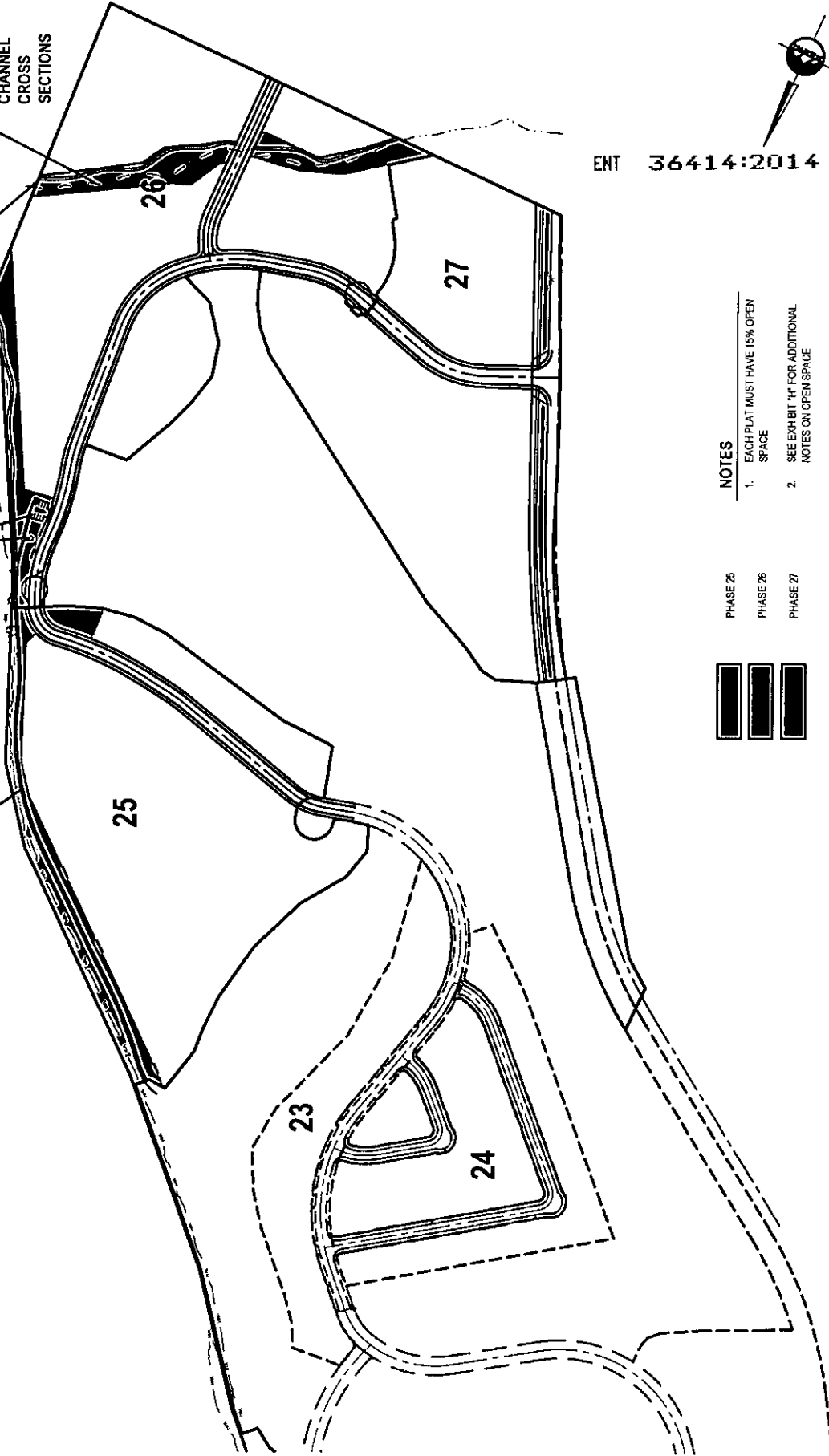
EXHIBIT "H-1"

SEE SHEET EXHIBIT "G"
FOR ROADWAY & TRAIL
CROSS SECTIONS

PARKING LOT & BIRD
WATCHING PLATFORM
PER EXHIBIT "I"

TRAILS TO EXTEND TO
FUTURE PHASE AT THIS
POINT

SEE DRAINAGE
REPORT FOR
CHANNEL
CROSS
SECTIONS



- NOTES**
1. EACH PLAT MUST HAVE 15% OPEN SPACE
 2. SEE EXHIBIT "H" FOR ADDITIONAL NOTES ON OPEN SPACE

PHASE 25
PHASE 26
PHASE 27



SCALE: 1"=300'

ENT 36414:2014 PG 87 of 92

EXHIBIT "H-2"



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Sandy, UT 84070
Phone: 801.251.0229
Fax: 801.255.4449
WWW.ENSGN.COM

PROJECT
0119861387
DATE
12/9/13
COUNTY
GARFIELD
PROJECT MANAGER
K. WATSON

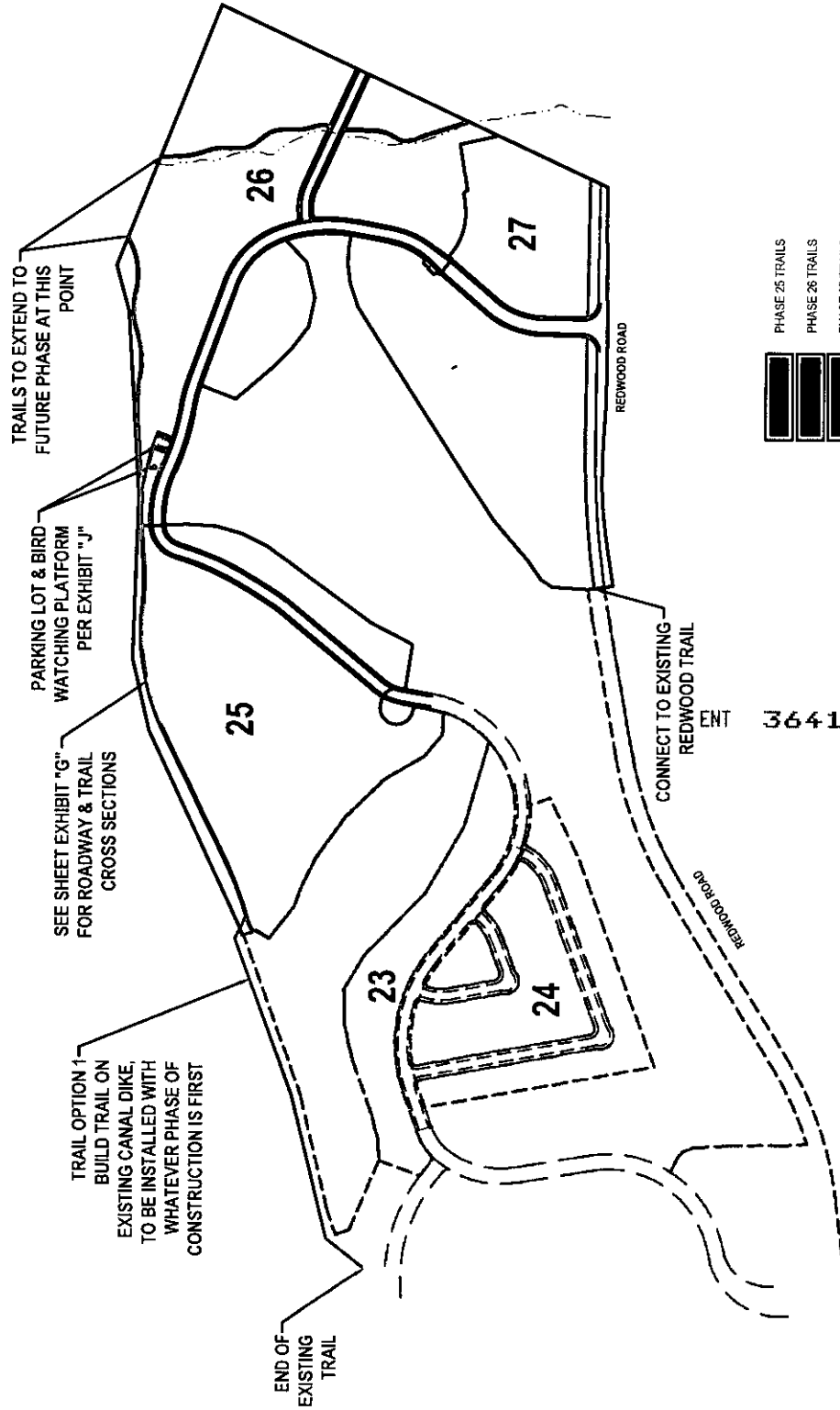
ATLAS INTERNATIONAL
1945 E. MILLISDALE BLVD #105
FOSTER CITY, CA 94404-9103
PHONE: 650.335.3338
FAX:

SARATOGA SPRINGS, UTAH

LAKE SIDE

TRAILS
EXHIBIT

EX H-2



- PHASE 25 TRAILS
- PHASE 26 TRAILS
- PHASE 27 TRAILS
- TRAIL TO BE INSTALLED WITH WHATEVER PHASE OF CONSTRUCTION IS FIRST



SCALE: 1"=400'

EXHIBIT "H-3"
Bird Watching Tower

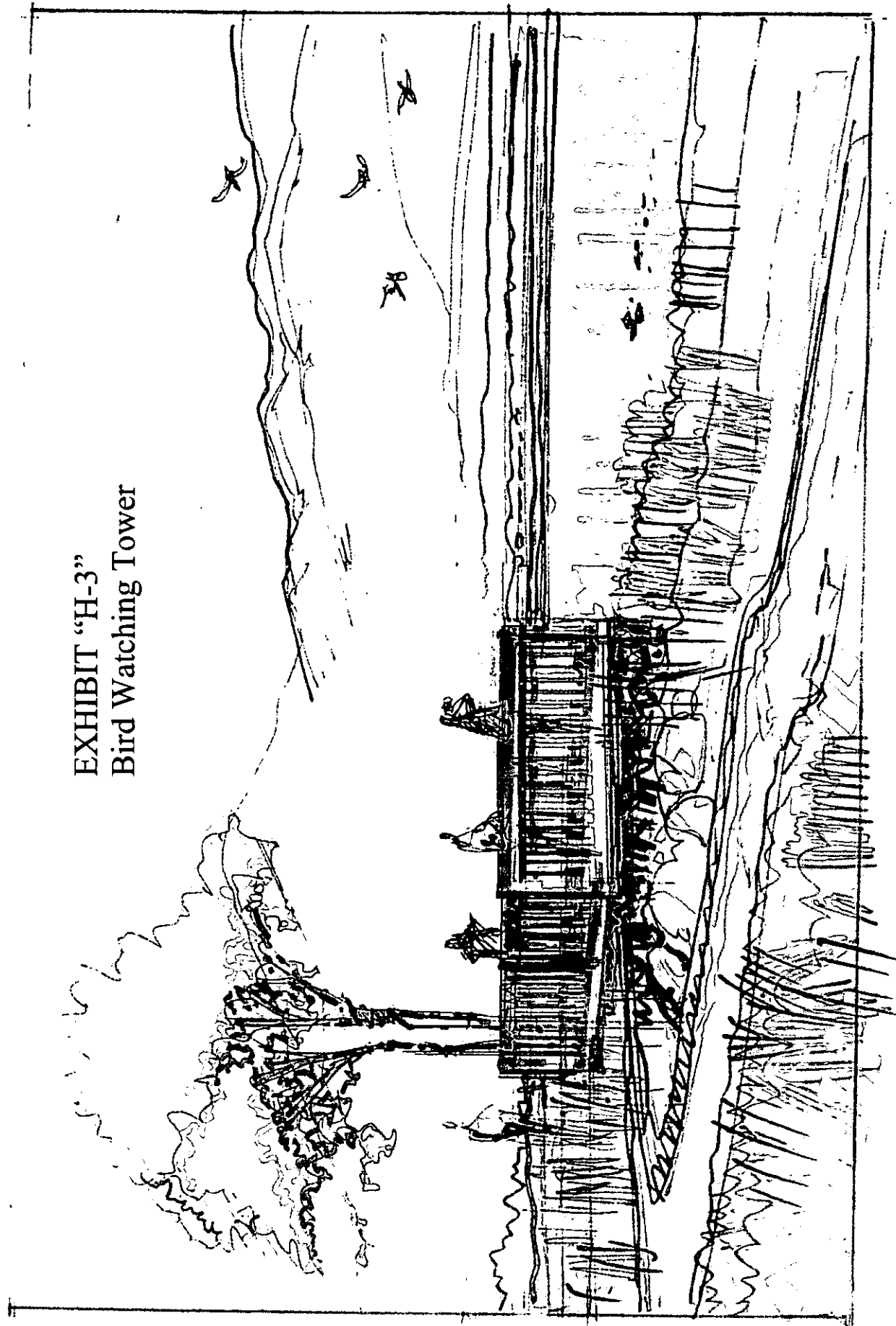


Exhibit "H-3"

EXHIBIT "I"
Design Guidelines

All homes shall be subject to the current declaration of covenants, conditions, and restrictions, bylaws, and articles of incorporation for any applicable homeowners association ("HOA regulations"). Homes must meet all HOA regulations. City shall accept as prima facie evidence of meeting such HOA regulations a letter from the HOA indicating compliance.

Furthermore, developers shall comply with all City regulations in effect at the time of submittal of an application for preliminary plat approval with respect to the architectural design of buildings. Currently, the City only has architectural requirements for multi-family projects. However, the City anticipates that more comprehensive architectural requirements will be adopted for all residential structures and developments. Therefore, developer shall comply with all City architectural design regulations existing on the date of submittal of a preliminary plat application.

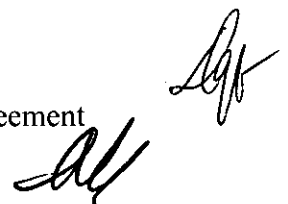
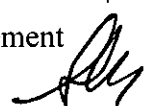


EXHIBIT "J"
Covenants, Conditions, and Restrictions

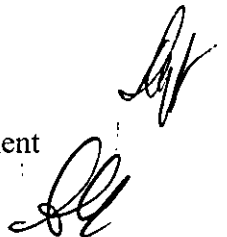
Prior to plat recordation or issuance of any building permit, covenants, conditions, and restrictions ("CCRs") shall be recorded for the project which shall run with the land, unless such CCRs have already been recorded and meet the requirements of this exhibit. City shall approve the CCRs, which approval shall not be unreasonably withheld, to determine compliance with the within Agreement and this Special Condition. The CCRs shall include provisions that:

- A. establish a property owners association for the project;
- B. require the property owners associations to manage common areas within the project, including the collection of necessary management fees;
- C. limit occupancy in the project to one family per dwelling unit as such term is defined in Section 19.02.02 of the City code, as amended;
- D. limit the total number of motor vehicles owned, leased, or otherwise possessed by occupants on property within the project which are parked on and/or operated therefrom on the subject property by incorporating the same standard for public streets found in the City Code;
- E. require Developers, property owners associations, and any subsequent owners of the Property or any portion thereof to notify potential owners and occupants within the project of the foregoing parking and occupancy limitations prior to any purchase or lease of any portion of the property, including any dwelling unit within the project;
- F. require adoption of an enforcement policy that:
 - i. requires strict adherence to the occupancy and parking provisions included in these Special Conditions and the policies of the property owners associations, and
 - ii. has penalties for non-compliance; and
- G. require that the foregoing occupancy and parking policies may not be modified or removed without written approval from City.

The special conditions set forth in this exhibit shall run with the land and shall survive the within Master Development Agreement, provided, however, that the parties to the within Agreement, or their successors or assigns, may mutually elect to modify or remove the foregoing conditions on the Property. Modification or removal of any condition herein shall be in written form mutually agreed to and executed by each of the parties and shall constitute an amendment to the within Agreement. The amendment shall be undertaken pursuant to a vote of the City Council.

Conditions C, D, and E above shall be included on each recorded plat for Property, including but not limited to any condominium plat, if requested to by the City.

Two handwritten signatures in the bottom right corner. The top signature is written in dark ink and appears to be 'J. R. ...'. The bottom signature is written in a lighter ink and appears to be 'S. ...'.