

**SAGE HEN HOLLOWES
PROJECT DEVELOPMENT AGREEMENT**

This SAGE HEN HOLLOWES – PROJECT DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 30 day of JUNE, 2021, by and between Hamlet Development Corporation (hereinafter collectively "Developer"), and Wasatch County (hereinafter "the County"), a political subdivision of the State of Utah. Developer and the County may hereinafter be referred to individually as a "Party" and collectively as the "Parties". This Agreement supersedes and replaces any previous agreements entered into or representations made by and between the Developer and the County involving the Property.

(Defined below.)

RECITALS

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27a-101, et seq., Section 17-53-223, and Section 17-53-302(13), as amended, and the Wasatch County Land Use and Development Code, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer holds legal title to the real property, consisting of approximately 37.16 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto (the "Property").
- C. The Land Use and Development Code indicates that the Property can be developed with a Density of up to 41 ERUs, subject to compliance with the requirements of Applicable Law.
- D. Developer has requested approval to develop the Property as consisting of up to 41 ERUs, together with other uses.
- E. On April 7, 2021, following review and recommendation by the County's Development Review Committee and the County's Planning Commission, the Wasatch County Council reviewed and approved the Sage Hen Hollowes Project Preliminary Plan "Project Preliminary Plan" subject to the Parties entering into this Agreement. The Project Preliminary Plan was approved by the Council pursuant to duly noticed public hearings.
- F. The County desires to enter into this Agreement to memorialize conditions and agreements which were established as part of the Project Preliminary Plan approval process and to help clarify the process to continue the development process for the Project. This Agreement is not intended to modify or exempt any legal requirement or code provision contained in any state or local law, but rather give some guidance to Developer of areas of the law which will need to be followed as part of the continued development process including, but not limited to (1) mitigate significant

environmental impacts; (2) ensure installation of necessary on-site and off-site public improvements; (3) provide for the preservation of substantial permanent open space; (4) make provision for trail facilities; (5) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (6) ensure that public services appropriate to the development of the Property are provided; (7) provide affordable housing; (8) provide for the maintenance of facilities, trails and open space within the development during construction and after completion; (9) otherwise achieve the goals and purposes of the County and Developer; (10) identify responsibilities of the "Master Developer" and subsequent developers; (11) designate all improvements committed to by the developer as part of the Project Preliminary Plan Approval process; and (12) provide a record of minutes, staff reports, power point presentations and plans.

- G. The Developer has agreed to the Density for the development of the Property.
- H. Developer desires to enter into this Agreement to memorialize Project Preliminary Plan approvals and help plan for further development process.
- I. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the Planning Commission and the County Council. A condition of final approval of the Project Preliminary Plan of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all Phases or Plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- J. Each Party acknowledges that it is entering into this Agreement voluntarily.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. EFFECTIVE DATE AND TERM SECTION

1.1. Effective Date. This Agreement shall become effective on the date it is executed by Developer and the County (the "Effective Date"). The Effective Date shall be inserted in the introductory paragraph preceding the Recitals.

1.2. Term. The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of up to Twenty-Five (25) years, so long as the Developer moves forward with reasonable diligence by proceeding in conformity with Wasatch Code 16.1.16 (2019). Unless otherwise agreed between the County and Developer, Developer's interest(s) and

right(s) contained in this Agreement expire at the end of the Term or upon termination of this Agreement.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the recorded plats, licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner due to the expiration of this Agreement. No easements, maintenance requirements, infrastructure improvement obligations, or other agreements intended to run with the land, including obligations that were based upon the approvals, shall expire upon termination or expiration of this Agreement.

Section 2. DEFINITIONS

Any term or phrase used in the Agreement that has its first letter capitalized shall have that meaning given in this section:

“Acceptance Date” means July 29, 2019, the date the County accepted Developer’s DRC application.

"Applicable Law" shall have that meaning set forth in Section 4.2(a) of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4.2 of this Agreement.

“Common Area” is an area of common ownership of the residents designed to serve the recreational, open space or other similar needs of owners within the development and is not a commercial use. Common areas may include, but are not limited to: outdoor space, landscaping, fences, clubhouses, tennis courts, golf courses, swimming pools and other jointly used and owned open spaces approved as part of the proposal.

“Conditions to Current Approvals” shall have the meaning set forth in Section 3.1(b) of this Agreement.

"County" means Wasatch County and shall include, unless otherwise provided, any and all of the County's agencies, departments, officials, employees or agents.

"County Council" means the Wasatch County Council.

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County.

“County Planning Commission” or the “Planning Commission” shall mean the Wasatch County Planning Commission.

“Current Approvals” shall have the meaning set forth in the Recitals of this Agreement.

“Density” shall mean the maximum number of ERU’s which can be placed on the development Property. Developer is entitled to use all Density subject to compliance with

Applicable Law, including the Development Code in effect on the Acceptance Date. Unused Density may not be transferred or sold off of the Property or parcels.

"Developer" means those entities or persons identified as Developer in the preamble, and shall include Developer's successors in interest, transferees and assigns, including, where applicable, assignments to successors in interest or assignees of Developer's rights and obligations under this Agreement. If more than one person is listed as a developer in the preamble, each and every developer listed is jointly and severally liable for all obligations of Developer. The obligations of the Developer shall automatically be assigned to subsequent purchasers of the Project, and subsequent purchasers of the Project or any portion thereof shall expressly assume the obligations of Developer pursuant to this Agreement.

"Development" means the planning, design and construction of buildings, amenities, infrastructure and other improvements pursuant to and consistent with Development Entitlements on the Property.

"Development Code" means the Wasatch County Land Use and Development Code (Title 16 of the Wasatch County Code and the Appendices thereto).

"Development Entitlements" means County-approved plan and other consents, commitments, or agreements necessary to the development of the Property actually granted by the County.

"Director" means the Director of the Wasatch County Planning Department, or his or her designee.

"Effective Date" shall have that meaning set forth in Section 1.1 of this Agreement.

"Homeowners Association" means the Sage Hen Hollows Homeowners Association, a non-profit corporation formed in accordance with the state and federal law and authorized to impose fees sufficient to perform the maintenance obligations of Developer assumed by it.

"Master Developer" shall be the Developer that received the Project Preliminary Plan approval and committed to certain improvements that the master developer shall be responsible, either directly or indirectly, for their installment and completion.

"Master Infrastructure Improvements" is defined in Section 3.1(b)(7).

"Trail Plan" is the trail plan attached as Exhibit D.

"Open Space" is land which is not covered by dwellings or by pavement or other impervious material which is dedicated to be used perpetually by the owners or the public for some other purpose besides development and is owned by the owners of the of the development as Common Area and is maintained by the Home Owners Association, as required by the Project Preliminary Plan and the Development Code. An open space easement shall be granted to Wasatch County which contains the following elements: the owner hereby grants Wasatch County an open space easement in all property shown on this plat as open space; no structure or other development

shall be permitted on the open space except as approved by the Wasatch County legislative body. Exhibit B shows the Open Space. Open Space shall be labeled on any plats as Common Area with Open Space Easement, unless a land conservation easement is granted in compliance with the Utah Land Conservation Act.

"Phase" is the development of a portion of the Project, including any application for a Subdivision plat in the Project.

"Phase Project Improvements" are defined in Section 3.1(b)(7).

"Project" shall mean the Property and the development on the Property which is the subject of this Agreement, including all Phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.

"Project Improvements" shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

"Project Preliminary Plan" (aka "Sage Hen Hollows Project Preliminary Plan") shall have the meaning set forth in Recital E of this Agreement and is attached as Exhibit C to this Agreement.

"Property" shall mean the parcel or parcels of land which are the subject of this Agreement, which are more particularly described in Exhibit A.

"Subdivisions" shall mean each final Phase plat and/or Subdivision of Project and the development of such portion of the Property as is included in such Subdivisions, including all Phases regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the applicable Subdivisions.

Section 3. OBLIGATIONS OF DEVELOPER AND THE COUNTY

3.1 Obligations of Developer.

(a) *Generally.* The Parties acknowledge and agree that the County's agreement to perform and abide by the covenants and obligations of the County set forth herein is material consideration for Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein.

(b) *Conditions to Current Approvals.* Developer shall comply with all of the following Conditions to Current Approvals:

- (1) *Compliance With Conditions Imposed By County:* Developer agrees to comply with any and all conditions recommended and approved by the Planning Commission, the County Council, and the Development Review Committee during the permitting and approval process, including, but not limited to those

attached as Exhibit E. Developer understands and agrees that the representations made by Developer as part of the Project Preliminary Plan approval are part of the basis for such approval and as such are integral components of the Development. Developers agree that such integral components listed below are material to Project Preliminary Plan approval and deviation from such components will void Project Preliminary Plan approval and are a violation of this Agreement. Developer agrees that adopted staff reports, written and audio transcripts, reports of action, Power Point Presentations, and official written minutes are also integral to the approvals that were granted by the Development Review Committee, the Planning Commission, and the County Council.

- (2) *Phasing*: Unless otherwise stated herein, Developer may in his or her discretion in conformity with the Development Code and Section 1.2 of this Agreement, develop the Project in Phases. In developing each Phase, Developer shall, with the approval of the County, ensure the logical extension of the Project Improvements through each Phase and throughout the Project, all in conformance with the requirements of this Agreement, Applicable Law, and the requirements imposed by the Planning Commission and County Council. Developer understands that additional studies may be required for Phases. Subject to Section 4, each Phase must comply with all requirements of the Development Code, including any requirements for approval by the Planning Commission, County Council, or DRC. Regardless of whether the Developer determines to develop the Project in Phases, the Developer is subject to the Development Code, including, without limitation, County Code 16.27.10 and the Development Code as of the Acceptance Date. Without limitation, this process includes submission and approval of a Project Preliminary Plan, submission and approval of a Preliminary Application planning the entire Property as required in 16.27.10, and submission and approval of the Final Application. The applications and processes associated with the Project Preliminary Plan and the Preliminary Application are for the whole Parcel, and hence cannot be phased, while the applications and processes associated with the Final Application can be limited to individual Phases.
- (3) *Payment of Administrative Fees*: Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (4) *Payment of Impact Fees*: Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Council, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.
- (5) *Affordable Housing*: To comply with the County Affordable Housing Ordinance, Developer will enter into and agree to be bound by a separate Affordable Housing Agreement, dated as of the Effective Date of this

Agreement and recorded in the office of the Wasatch County Recorder and attached hereto as Exhibit F. Each Phase or Plat of the Project shall be responsible for complying with the Moderate-Income Housing Requirements of the Development Code independently. If Developer requests that the County Council consider any amendments to the Moderate-Income Housing Agreement or the AUE obligation, then Developer must also request an amendment to the Project Preliminary Plan if the affordable housing impacts the Project Preliminary Plan, as the Moderate-Income Housing Agreement embodies Developer's representations made in conjunction with Project Preliminary Plan approval.

- (6) *Special Service District Fees, and Charges:* The following services will be provided to the Project by special service districts, each of which has issued to Developer a "will serve" letter, copies of which are attached hereto as Exhibit G and incorporated by reference herein:

SERVICE:	ENTITY PROVIDING SERVICE:
Culinary Water	Jordanelle Special Service District
Irrigation Water	Irrigated through Culinary Water
Trash Removal	Wasatch County Solid Waste Special Service District
Sanitary Sewer	Jordanelle Special Service District

Developer agrees to pay any and all fees imposed by the districts in connection with development of the Project, including (but not limited to) fees for plan check and engineering review.

- (7) *Construction or Dedication of Master Infrastructure Improvements:* The Master Developer shall be responsible for the completion of fundamental infrastructure requirements for the development of the entirety of Project, excluding infrastructure improvement contained within the perimeter or boundary of a subdivision directly necessary for only one Subdivision or Phase ("Master Infrastructure Improvements"). Master Infrastructure Improvements include the following: (i) all roads and other improvements within the road rights-of-way within the Property, sidewalks, curb, gutter, street lighting, signage and wet and dry utilities within such rights-of-way, all to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Property as set forth in the Project Preliminary Plan; (iv) utility services to the perimeter or boundary of all Subdivisions and to common improvements within the Property; (vi) dedication and construction of trails shown on the Trail Plan, including to the perimeter or boundary of all Subdivisions; (vii) dedication of Open Space lying outside of any Subdivision through an easement, if required in the county's sole discretion; (viii) landscaping in areas outside of Subdivision plats, or necessary for the whole project; and (ix) all other improvements that are not Phase Project Improvements. The primary responsibility and liability for the construction of all Master Infrastructure Improvements shall rest with the "Master Developer", though this obligation does not exclude additional parties who have liability as indicated in this

Agreement or under Applicable Law. The Master Infrastructure Improvements shall be completed as Phases are developed, in the County’s sole discretion. While additional Master Infrastructure Improvements will be required to be made or bonded for prior to any Subdivision plats being approved, the Developer understands the following Master Infrastructure Improvements will certainly need to be completed or bonded for prior to any Subdivision plats being approved: [Sewer, Culinary Water, Strom Drain, Earthworks, etc.].

(8) *Construction or Dedication of Project Phase Improvements* Project improvements associated with an individual Phase or Subdivision of the Project, as determined in the County’s sole discretion, (“Phase Project Improvements”) shall be applied for as part of the Final Application for that Phase. Phase Project Improvements include: (i) all roads and other improvements within the road rights-of-way within the Subdivision, sidewalks, curb, gutter, street lighting, signage, and wet and dry utilities within such rights-of-way, within or directly adjacent to the perimeter or boundary of all Subdivisions; (ii) all emergency and secondary access to the Subdivision as set forth in the Project Preliminary Plan; (iv) utility services within or adjacent to the perimeter or boundary of all Subdivisions; (vi) dedication and construction of trails shown on the Trail Plan, including within or adjacent to perimeter or boundary of all Subdivisions; (vii) dedication of Open Space associated with a Subdivision; (viii) landscaping in areas inside of Subdivisions; and (ix) all other improvements or dedications that are required within the Subdivision or adjacent to the Subdivision required by the Development Code. Phase Project Improvements shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that Phase. Issuance of a building permit does not waive any improvement requirements.

(9) *Construction and Maintenance of Amenities Recreational Facilities:* Developer shall construct certain amenities and recreational facilities in conjunction with the Project in accordance with the following schedule:

RECREATIONAL FACILITY	DATE OF SUBSTANTIAL COMPLETION
PUBLIC TRAILS	PRIOR TO ISSUANCE OF BUILDING PERMITS.
Neighborhood Trail	Prior to the issuance of 50% building permits
Soft Surface Multi-Use Trail	Prior to the issuance of 50% building permits
Soft Surface Equestrian Trail	Prior to the issuance of 50% building permits
Central Community Open Space	Prior to the issuance of 50% building permits

Developer shall construct and maintain the above-described amenities and recreation facilities in all respects. This obligation may be transferred to the

Homeowners Association. Maintenance provided by Developer or the Homeowners Association, shall meet or exceed a standard of reasonableness and safety as reasonably established by the County, or in accordance with standards accepted throughout the Wasatch Front, whichever is greater. In the event Developer or the Homeowners Association fails to maintain the recreational facilities, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

A. Trail Development. The mobility element of the Project Preliminary Plan, together with all subsequent submittals will identify various proposed public trail systems within Project, including proposed connections to adjoining properties. Developer and the County desire to have the trail systems within the Property connect to adjoining properties in all directions to facilitate ultimate connection to the regional trail plan proposed by the County. Developer agrees to allow for such connections, and build/allow stub connections to and from adjacent properties at appropriate locations. Trails shall form loops and only in the case of a future off-site connection create a dead end. Prior to construction, back country trails shall be flagged by the Developer and inspected by the County. All trails constructed within Project shall be constructed by a licensed trail contractor and in accordance with Section 16.38 of the Development Code and the International Mountain Biking Association Standards. In areas of steep grades and narrow corridors between platted lots a plan and profile of the trails shall be provided with the preliminary application to ensure that trails are less than an 8% grade as represented at Project Preliminary Plan approvals. Prior to final plat approval site inspections will need to be performed with property corners staked to ensure that trails meet grade requirements. All plats shall show the location of public trails. After construction of trails, which the Developer shall perform, and prior to bond, release a legal description of the public trails easement shall be recorded with 5' from each side of the center line of the trail, unless more is required pursuant to Development Code or another obligation of the Developer.

- (10) *Maintenance of Open Space, Common Area and Trails:* Developer shall be responsible to identify by plat and maintain the Open Space, Common Area and public trails in all respects, including but not limited to landscaping, irrigation, and weed control. This obligation shall be transferred by written agreement to the Homeowners' Association. If the developer has placed infrastructure, signs or streetlights, that are not similar to the signs, lights or infrastructure the County maintains throughout the county, the Developer or the HOA shall maintain these signs, lights, or infrastructure. Maintenance provided by Developer or the Homeowners' Association shall meet or exceed

a standard of reasonableness and safety as established by the County. In the event Developer or the Homeowners' Association fails to maintain the Open Space, Common Area and public trails, the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

(11) *Detention Pond Maintenance*: All detention ponds will remain the property and responsibility of the Developer who receives the initial permit for development of the Phase. The Developer remains responsible for all inspection, maintenance, and repair of the detention areas and drainage swales leading to detention ponds. They shall inspect the detention pond for erosion and any changes after every major storm event but at least monthly. Inspect embankments for any visible signs of erosion, seepage, sloughing, sliding, or other instability. Inspect outlet structures for flow obstructions, cracks, vandalism, or erosion. They shall perform Regular Maintenance, including:

- * Proceed with corrective measures for observed problems immediately or as soon as weather conditions permit.

- * Mow grass as required. Remove undesirable vegetation such as trees, bushes, and vines from embankments and pond area.

- * Fill all eroded gullies and vehicle ruts and compact soil. Backfill any hollow spots under concrete spillways or outlet structures and compact soil. Replace any riprap that has washed away from spillways and pipe outlets. Determine the cause of any slides or sloughs and repair. Take corrective action to prevent future recurrence.

- * Remove all trash, debris, tree limbs, or other flow obstructions from detention pond, outlet structures, and pipes. Fill all animal burrows and compact soil. Repair vandalism. Maintain pond and outlet structures in good working order.

- * Do not use pesticides, herbicides, or fertilizers in or around the detention pond. These products will leach from the pond and pollute streams and river.

- * Make sure that the detention pond is draining properly. Detention ponds are designed to release storm water slowly not hold the water permanently. Improperly maintained ponds can harbor breeding areas for mosquitoes and reduce the storage volume of the pond.

- * Do not place yard waste such as: leaves, grass clippings or brush in ponds.

- * Remove vegetation from any cracks in concrete spillways or outlet structures and seal with mastic joint filler. Lubricate and test moving parts on gates, valves, etc. Repaint metal parts to prevent rust. Replace badly rusted parts. Remove any accumulated sediment to restore pond to design volume. Reseed with County approved seed mix as necessary to maintain good vegetative cover on exterior of embankments.

This obligation shall be transferred by written agreement to the Homeowners' Association. Maintenance provided by Developer or the Homeowners' Association shall meet or exceed a standard of reasonableness and safety as established by the County. In the event Developer or the Homeowners' Association fails to maintain the detention pond(s), the County may (but is not obligated to) maintain them. The market value of the cost of this maintenance is hereby agreed to and shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.

(12) *Bonding:*

- i. *Performance Bonds and Warranty Bonds.* Prior to any Subdivision Plats being recorded, or the issuance of any building permits in the Development, any Master Infrastructure Improvements shall be completed as part of the initial Phase shall be completed or bonded for. Approval of any Phases will be contingent on an irrevocable Performance Bond being issued for 100% of the uncompleted portion of Master Infrastructure Improvements that should be completed as part of that Phase, and 100% the uncompleted portion of any Phase Infrastructure Improvements associated with that Phase unless the improvements required are actually constructed and approved by the County. Before approval or acceptance of the respective improvements, Developer shall post 1 year warranty bonds for 10% of the cost of completion to cover any Master Infrastructure Improvements or respective Phase Infrastructure Improvements. Included with the bond shall be an itemized engineer's cost estimate of all onsite and offsite improvements, trails, landscaping and any other amenities that are part of the approved plan, which shall be reviewed and approved by the County Engineering Coordinator.
- ii. *Maintenance Bonds.* For any improvements made by the Developer in any Phase of development, the Developer shall post a bond of either cash or an irrevocable letter of credit on a form approved by the County, in the amount required under the Development Code to cover maintenance expenses for open space, trails, common landscaping, recreational facilities, or other maintenance obligations required under the Development Code within the Project prior to any certificates of occupancy being issued in that Phase. See Wasatch Code 16.27.23(A)(3). If Developer transfers these obligations by written agreement to the Homeowners' Association, the County may waive the maintenance bond requirement for that portion of the Project under the Homeowners' Association's jurisdiction, subject to the County being provided with evidence of the Association's financial ability to maintain the facilities. In the event that the Home Owner's Association is under the majority control of the Developer at the time of the transfer, the bond shall not be released until majority control changes to individual lot owners from the Developer, at which time the Developer shall ensure,

and the County shall verify that the maintenance has been performed in accordance with this agreement, or the County may require the Developer to adequately fund the Home Owner's Association for the non-conforming maintenance for not less than a year.

- iii. *No Third-Party Rights.* All bonds, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable), and financial institution. No other party shall be deemed a third-party beneficiary or have any rights under this subsection, or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

(13) *Private Roads:*

- i. *Road Maintenance:* All roads in the Project will be private roads unless the County and the Developer agree otherwise in writing. Private roads shall be constructed in accordance with County standards. The Developer shall maintain the road, providing the same level of service provided to other Class B roads in the County. The Developer will transfer the obligation to maintain the private roads to the Homeowners' Association after they have been approved by the County. The transfer to the Homeowners Association will be memorialized by a written agreement approved by the County. Neighboring properties will be allowed access on private roads. WCC 16.04.02 (Nuisance Strip) & 16.27.30.
- iv. *Snow Removal:* The Developer shall provide snowplowing on all private roads in the Project. The Developer will transfer the obligation to plow the private roads to the Homeowners' Association after they have been approved by the County. The transfer to the Homeowners' Association will be memorialized by a written agreement approved by the County.

(c) *Developer Liabilities.* The obligations of the Developer, including the Master Developer, shall automatically be assigned and assumed by subsequent purchasers of the Project, but the Master Developer shall not be released from the Master Infrastructure Improvement obligations as a result of the assignment and the assumption by subsequent purchasers. In the event that the Property is conveyed in part, the fee owner of that portion of the Property assumes the obligations of this Agreement.

(d) *Duration of Preliminary Plat Approval.* Notwithstanding any other provision in this Agreement to the contrary, the provisions of Development Code Section 16.01.16 must be complied with.

3.2 Obligations of the County.

(a) Generally. The Parties acknowledge and agree that Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the County's agreement to perform and abide by the covenants and obligations of the County set forth herein.

(b) Conditions to Current Approvals. The County shall not impose any further Conditions to Current Approvals other than those detailed in this Agreement, including in Section 3.1(b)(1), the Project Preliminary Plan and in the official minutes of the Planning Commission and County Council, unless agreed to in writing by the Parties.

(c) Acceptance of Project Improvements. The County agrees, subject to Section 3.1(b)(13), to accept Project improvements as agreed by the County in the future approvals, in accordance with the County Code.

(d) Additional Obligations of the County.

- i. Road Maintenance: All roads in the Project will be private roads, unless the County and the Developer agree otherwise in writing.
- ii. Snow Removal: The Developer shall provide snowplowing on all private roads in the Project.

Section 4. DEVELOPER RIGHTS AND APPLICABLE LAW

4.1 Developer Rights.

(a) Generally. As of the Effective Date of this Agreement, Developer has the vested right to proceed with the development of the Property in accordance with the approvals granted in this Agreement, for the term of the Agreement. If and to the extent that any provision of this Agreement clearly conflicts with an express provision of the Development Code or Applicable Law, the Development Code or Applicable Law shall control.

(b) Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. The Developer must proceed with reasonable diligence by complying with Wasatch Code 16.01.16 (2019).

4.2 Applicable Law.

(a) Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law"), including rules, regulations, official policies, standards and specifications, including the Development Code, and other applicable County ordinances, resolutions, state law, and federal law in effect as of the Acceptance Date. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

(b) State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in state or federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. AMENDMENT

5.1 Amendments Generally. Unless otherwise stated in this Agreement, the Parties may amend this Agreement by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project.

Section 6. DEFAULT; TERMINATION; ANNUAL REVIEW

6.1 General Provisions.

(a) Defaults. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure, thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a default, terminate this Agreement. If the default is cured prior to termination, then no default shall exist, and the noticing Party shall take no further action.

6.2 Review by County

(a) Generally. The County may at any time and in its sole discretion request that Developer demonstrate that Developer is in full compliance with the terms and conditions of this Agreement. Developer shall provide any and all information reasonably necessary to demonstrate compliance with this Agreement as requested by the County within thirty (30) days of the request, or at a later date as agreed between the Parties.

(b) Determination of Non-Compliance. If the County finds and determines that Developer has not complied with the terms of this Agreement, and noncompliance may amount to a default if not cured, then the County may deliver a Default Notice pursuant to Section 6.1(a) of this Agreement. If the default is not cured timely by Developer, the County may terminate this Agreement.

(c) Notice of Compliance. Within thirty (30) days following any written request which Developer may make from time to time, accompanied by a \$750 processing fee, the County shall execute and deliver to Developer a written "Notice of Compliance," duly executed and acknowledged by the County, certifying that: (i) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; (ii) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and (iii) any other reasonable information requested by Developer. The Developer shall be obligated to fully cooperate with the County in providing information the County requests to facilitate providing a Notice of Compliance.

6.3. Default by the County.

In the event the County defaults under the terms of this Agreement, Developer shall have all rights and remedies provided in Section 6.1 of this Agreement and provided under Applicable Law.

6.4. Enforced Delay, Extension of Time of Performance.

Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, terrorist acts, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Changes in the market, or the financial standing of the Parties shall not serve as a basis for excused performance. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

6.5. Annual Review.

Developer and the County shall (at the discretion of the County) meet annually to review the status of the Project and to review compliance with the terms and conditions of this Agreement.

Section 7. DEFENSE AND INDEMNITY

7.1 Developer's Actions.

(a) Developer shall defend, hold harmless, and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation and attorney fees) which arise directly or indirectly from the construction of the Project, or operations performed under this Agreement by (a) Developer or by Developer's contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, Developer or any of Developer's contractors or subcontractors.

(b) The Developer further agrees to release any claims, known and unknown, against the County and its elected and appointed officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for willful misconduct or fraudulent acts by the County.

7.2 Hazardous, Toxic, and/or Contaminating Materials. Developer further agrees to defend and hold harmless the County and its elected and/or appointed boards, officers, employees, and agents from any and all claims, liabilities, damages, costs, fines, penalties and/or charges of any kind whatsoever relating to the existence of hazardous, toxic and/or contaminating materials on the Project solely to the extent caused by the intentional or negligent acts of Developer, or Developer's officers, contractors, subcontractors, employees, or agents.

7.3 County's Actions. Nothing in this Agreement, except for Section 7.1(b), shall be construed to mean that Developer shall defend, indemnify, or hold the County 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 County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

Section 8. TRANSFER OF MAINTENANCE OBLIGATIONS.

8.1 Creation of Homeowners' Association. Developer will create, or cause to be created, a Homeowners' Association. The Developer agrees the County may enforce this obligation by refusing to issue any Certificates of Occupancy after the deadline.

The Developer will transfer certain maintenance obligations to the Homeowners' Association. The Association shall be a non-profit corporation formed in accordance with the state

and federal law. The Association shall have authority to impose fees sufficient to perform the maintenance obligations transferred to it.

8.2 Written Transfer Agreement Required. When the Developer transfers Developer's maintenance obligations to the Homeowners Association, Developer shall do so by written transfer agreement approved by the County, which approval by the County shall take place in a reasonable time, not to exceed 30 days, provided the Developer and Homeowners Association do not request additional changes. In no event shall the County bear liability for the Developer's maintenance obligations, including for the County's review and approval of the written transfer agreement. In the event that the Homeowner's Association is under the majority control of the Developer at the time of the transfer, when majority control changes to individual lot owners from the Developer, the Developer shall ensure that the maintenance has been performed in accordance with this agreement, or the County may require the Developer to adequately fund the Homeowner's Association for the non-conforming maintenance.

8.3 Written Agreement Prior to Release of Out-Of-Pocket Account. Prior to the Out-of-pocket account being released the Developer shall request in writing the release of the funds. Any un-bonded items must be inspected and signed off prior to release.

Section 9. INSURANCE CERTIFICATES.

9.1 Insurance Certificates. Prior to beginning construction on the Project, Developer shall furnish to the County certificates of general liability insurance indicating that the County has been added as a certificate holder with respect to construction of Project Improvements for the Project. Until such time as the Project Improvements described in Section 3.1(b) of this Agreement are completed and approved by the County, such insurance coverage shall not terminate or be canceled, or the coverage reduced until after thirty (30) days' written notice is given to the County.

Section 10. NO AGENCY, JOINT VENTURE OR PARTNERSHIP

10.1 It is specifically understood and agreed to by and between the Parties that: (1) Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

Section 11. MISCELLANEOUS

11.1 Incorporation of Recitals and Introductory Paragraph. 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.

11.2 Subjection and Subordination. Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments hereof. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

11.3 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

11.4 Other Necessary Acts. Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

11.5 Construction. This Agreement has been reviewed and revised by legal counsel for both the County and Developer, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

11.6 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

11.7 Covenants Running with the Land. The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns, and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots, as opposed to Subdivided plats or Parcels, in the Project shall (1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and (2) have no right to bring any action under this Agreement as a third-party beneficiary or otherwise.

11.8 Method of Enforcement. The County may look to Developer, the Homeowners Association, or collectively to each lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Project owned or controlled by such party. Any cost incurred by the County to secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to individual lots or units in the Project, on a parity with and collected at the same time and in the same manner as general County taxes and assessments that are a lien on the Project. The County may pursue any remedies available at law or in equity, including the withholding of building permits or certificates of occupancy, to ensure compliance with this Agreement.

11.9 Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach.

11.10 Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11.11 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any dispute regarding the Agreement that cannot be resolved by the parties shall be resolved in a court of competent jurisdiction in the State of Utah.

11.12 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

11.13 Requests to Modify Use Restrictions. Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. This Section 11.13 grants no additional rights besides those granted under Applicable Law.

11.14 Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing warranting Party:

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
- (b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.
- (c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

11.15 No Third-Party Beneficiaries. This Agreement is between the County and Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 12. NOTICES

Any notice or communication required hereunder between the County and Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the County:

MIKE DAVIS
Wasatch County Manager
25 N Main Street
Heber City, UT 84032

DOUG SMITH
Director
Wasatch County Administration Building
55 South 500 East
Heber City, UT 84032

With Copies to:

SCOTT SWEAT
Wasatch County Attorney
805 West 100 South
Heber City, UT 84032
ssweat@wasatch.utah.gov

If to Developer:

MICHAEL BRODSKY
Hamlet Development Corp
84 W 4800 S, Ste 300
Murray, UT 84107
michael@hamletdev.com

With Copies to:

BARRY GITTLEMAN
Hamlet Homes IV Corp
84 W 4800 S, Ste. 200
Murray, UT 84107
barry@hamlethomes.com

Section 13. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the County and Developer. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A - Legal Description of the Property
- Exhibit B – Open Space
- Exhibit C – Preliminary Plan Layout
- Exhibit D – Trail Plan
- Exhibit E – Minutes and Staff Reports
- Exhibit F – Affordable Housing Plan
- Exhibit G – Will Serve Letters

Section 14. RECORDATION OF DEVELOPMENT AGREEMENT

No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

WASATCH COUNTY:

Attest:

[Handwritten signature of Mike Davis]

~~MIKE DAVIS~~ *Dustin Grabau*
Wasatch County Manager

Interim

[Handwritten signature of Joey Granger]

Joey Granger,
Wasatch County Clerk Auditor



STATE OF UTAH)

SS:

COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 13 day of July, 2021, by Dustin Grabau, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Joey Granger, who executed the foregoing instrument in her capacity as the Wasatch County Clerk Auditor.

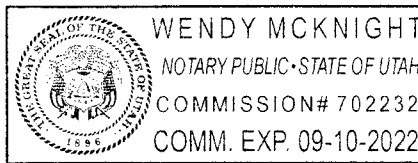
[Handwritten signature of Wendy McKnight]

NOTARY PUBLIC

Residing at: Wasatch

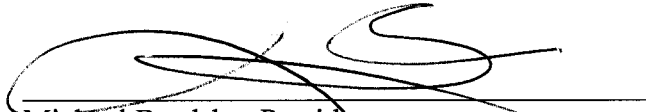
My Commission Expires:

09/10/2022



Hamlet Development Corporation

By: Michael Brodsky

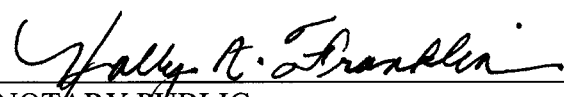

Michael Brodsky, President

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13th day of JULY, 2021, by MICHAEL BRODSKY, who executed the foregoing instrument in his capacity as the PRESIDENT of Developer, a Utah LLC.


NOTARY PUBLIC
Residing at: SARATOGA SPRINGS

My Commission Expires:
11/6/2022

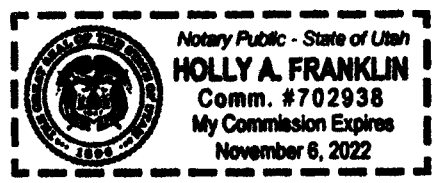


EXHIBIT A

PROJECT DEVELOPMENT AGREEMENT - PROPERTY
[Legal Description of Property]

AS SURVEYED BOUNDARY DESCRIPTION

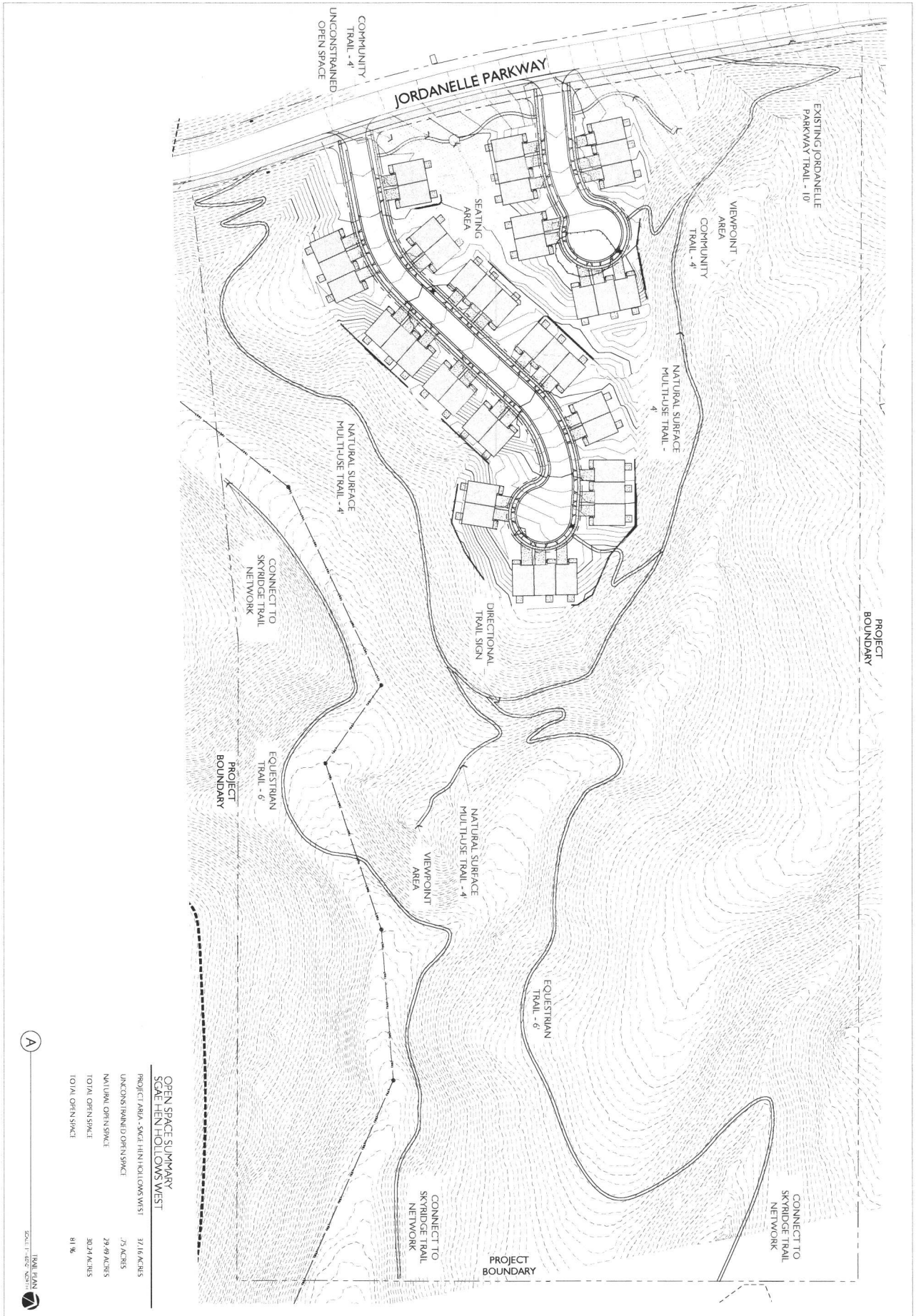
A PARCEL OF LAND BEING A PART OF THE SOUTH HALF OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JORDANELLE PARKWAY AS RECORDED AS ENTRY NUMBER 447875, WASATCH COUNTY RECORDER; SAID POINT OF BEGINNING BEING N87°04'35"E 1518.40 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION AND N00°00'00"E 1573.91 FEET; AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: 1) ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 537.50 FEET, A DISTANCE OF 75.79 FEET, A CHORD DIRECTION OF N13°46'17"E AND A CHORD DISTANCE OF 75.73 FEET; 2) N09°43'55"E 46.96 FEET; 3) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2462.50 FEET, A DISTANCE OF 423.45 FEET, A CHORD DIRECTION OF N14°39'29"E AND A CHORD DISTANCE OF 422.93 FEET; 4) N19°35'04"E 442.52 FEET; 5) ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 962.50 FEET, A DISTANCE OF 31.17 FEET, A CHORD DIRECTION OF N20°30'44"E AND A CHORD DISTANCE OF 31.17 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY S60°48'21"E 1813.34 FEET; THENCE S29°11'39"W 457.45 FEET; THENCE S60°48'21"E 0.67 FEET; THENCE S29°11'39"W 465.00 FEET; THENCE N60°48'21"W 938.21 FEET; THENCE N67°01'12"W 659.16 FEET TO THE POINT OF BEGINNING.

CONTAINS 37.16 ACRES IN AREA

EXHIBIT B

[Open Space Plan]



OPEN SPACE SUMMARY
SAGE HEN HOLLOWES WEST

PROJECT AREA - SAGE HEN HOLLOWES WEST	37.16 ACRES
UNCONSTRUCTED OPEN SPACE	7.5 ACRES
NATURAL OPEN SPACE	29.69 ACRES
TOTAL OPEN SPACE	30.24 ACRES
TOTAL OPEN SPACE	81%

(A)

TRAIL PLAN
SCALE: 1" = 80' NAD 83

L101

TRAIL PLAN

SAGE HEN HOLLOWES
JORDANELLE SPECIALLY PLANNED AREA
WASATCH COUNTY, UTAH

PREPARED FOR:
HAMLET
84 WEST 4800 SOUTH, SUITE 300
MURRAY, UTAH 84107

This drawing is the intellectual property of the author and shall not be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the author.

DATE: 1-24-2011




1025 S. SPURTS ROAD
SALT LAKE CITY, UTAH 84119
SCOTT@SDBORNER.COM

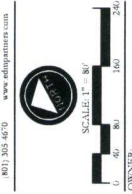
SDB
DESIGN
LANDSCAPE ARCHITECTURE
& PLANNING

EXHIBIT C

PROJECT DEVELOPMENT AGREEMENT
[Preliminary Plan Layout]



2815 East 3300 South, Salt Lake City, UT 84119
(801) 255-9670
www.edmpartners.com



SCALE: 1" = 50'
0 50 100 150 200

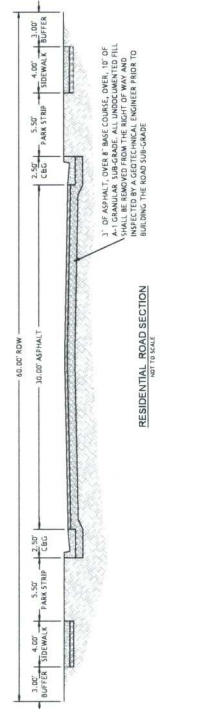
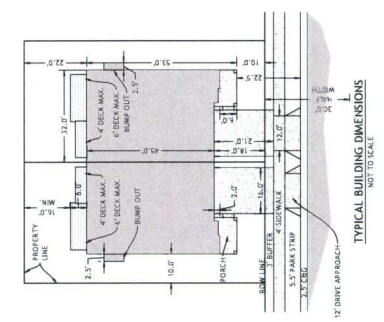
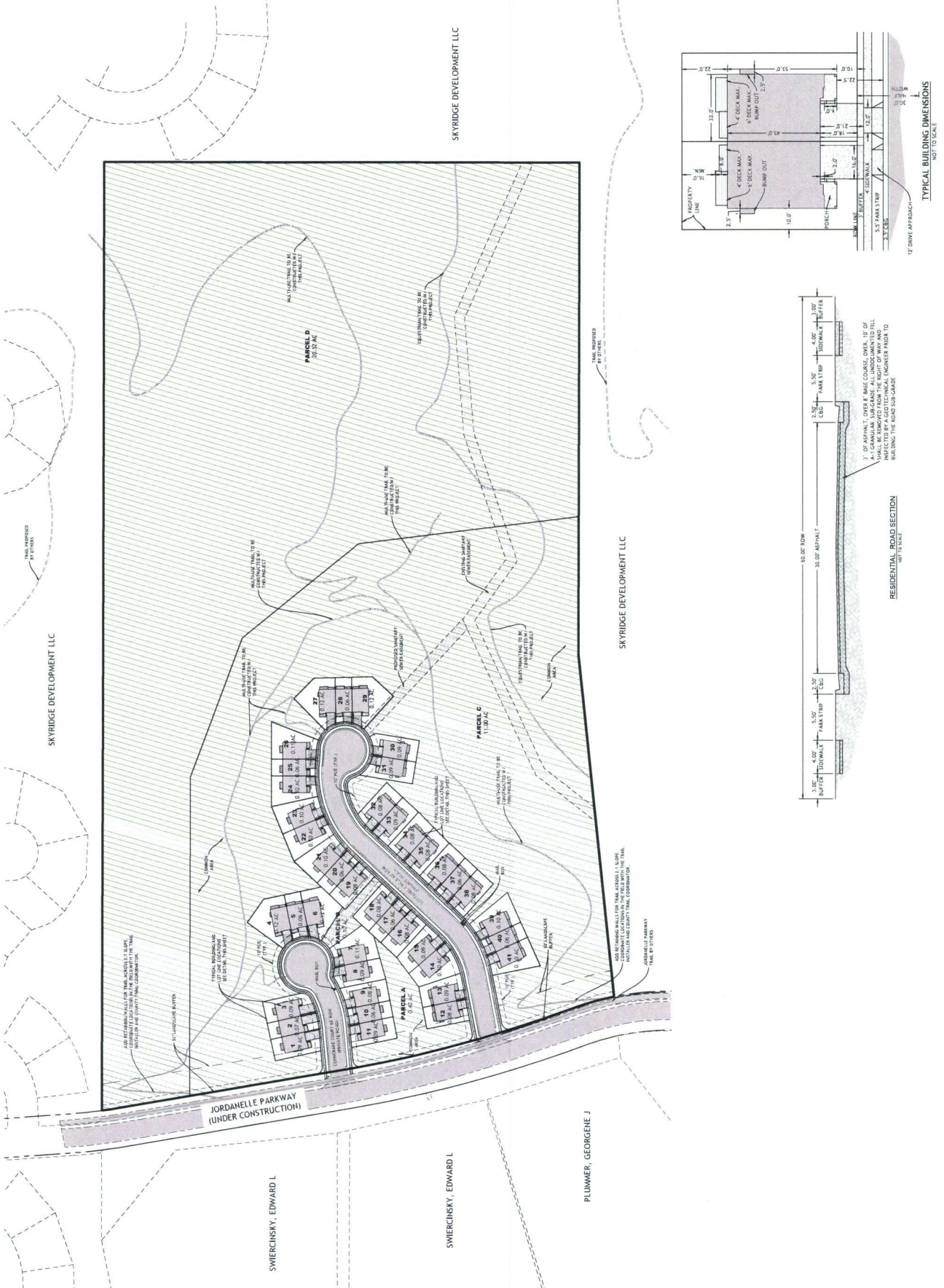
HAMLET DEVELOPMENT
Hamlet Development
84 West 4800 South, Suite 300
Murray, UT 84107
(801) 255-9611

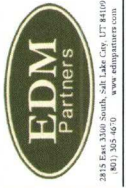
- NOTES**
1. All utility lines, improvements, and structures shall conform with the standards and specifications of the local utility service district.
 2. All utility lines, improvements, and structures shall be installed in accordance with the standards and specifications of the local utility service district.
 3. All improvements in the public right-of-way shall be installed in accordance with the standards and specifications of the local utility service district.
 4. All private improvements shall conform to the standards and specifications of the local utility service district.
 5. Contractor to locate and verify the location of all existing utilities prior to any construction.
 6. There is no fencing proposed with this project.
 7. Each unit will have a car garage and 2 parking stalls per unit.
 8. The building location is in the field with the ERI installer and county final coordination.



Sage Hen Hollow Improvement Plans
Site Plan

PROJECT: _____
DRAWN BY: KAW
REVIEWED BY: SHM
DATE: _____
NO. DATE: _____
REMARKS: _____
DATE: May 25, 2021
SHEET NUMBER: 0-3





235 East 35th South, Salt Lake City, UT 84109
 (801) 385-4670 www.edmpartners.com



SCALE: 1" = 30'

OWNER:
 Hamlet Development
 875 East 1000 South, Suite 300
 Murray, UT 84107
 801-336-9911



NOTES

1. All sanitary sewer improvements shall conform with the standards and specifications of the applicable Special Area District.
2. All stormwater improvements shall conform with the standards and specifications of the applicable Special Area District.
3. All fire hydrant improvements shall conform with the standards and specifications of the applicable Special Area District.
4. All private improvements shall conform to the standards and specifications of the applicable Special Area District.
5. All horizontal and vertical installation of all utilities prior to beginning work.



Sage Hen Hollow
 Improvement Plans

Building, Sidewalks

DRAWN BY: KAW
 REVIEWED BY: SNM
 REVISIONS:
 NO. DATE REVISIONS

DATE: May 25, 2021
 SHEET NUMBER: E-5



EXHIBIT D

PROJECT DEVELOPMENT AGREEMENT
[Trail Plan]

SKYRIDGE DEVELOPMENT LLC

SKYRIDGE DEVELOPMENT LLC

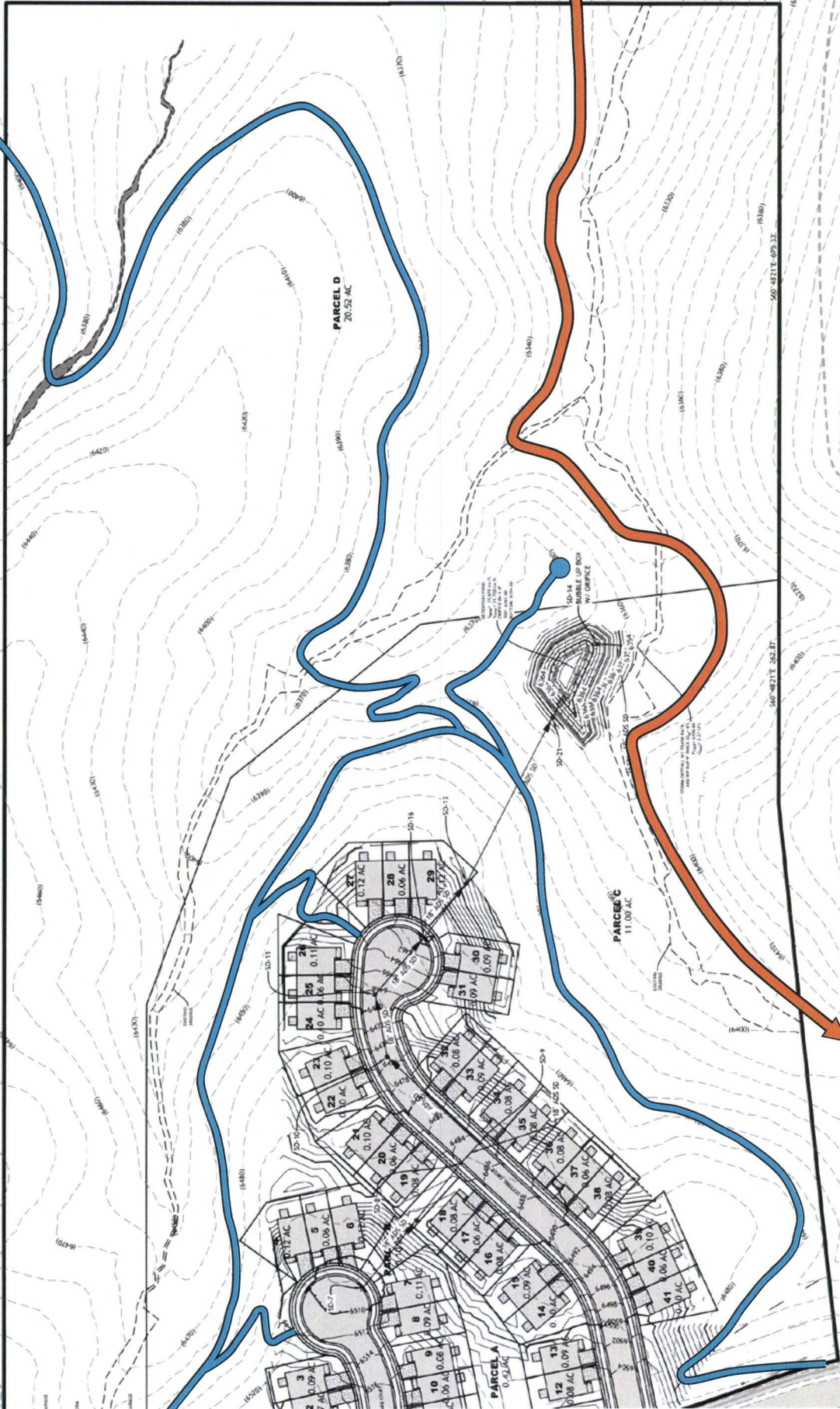


EXHIBIT E

PROJECT DEVELOPMENT AGREEMENT

Conditions of Approval

This is not an exclusive list of the Conditions of Approval. The minutes of and presentations to the Development Review Committee, the Planning Commission, and the County Council may contain additional conditions of approvals.

In the event that materials are not attached as this Exhibit E, those reports, transcripts, and minutes on file with the County shall be considered Exhibit E.

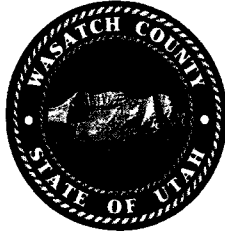
Wasatch County
JSPA Planning Commission
July 1, 2021



Item #3

Sage Hen Hollows
- Hamlet Development Corporation-

Final Subdivision and Site Plan



WASATCH COUNTY

Planning Commission Staff Report

Final Site Plan Approval

ITEM 3 Hamlet Development Corporation requests Final Subdivision and Site Plan approval for Sage Hen Hollows, a proposed attached residential townhome development consisting of 41 lots on 37.16 acres located along the Jordanelle Parkway in Section 13, Township 2 South, Range 4 East in the Jordanelle Specially Planned Area (JSPA) with a Residential Single Family (RSF) land use designation. (DEV-4183; Austin Corry)

PROJECT SUMMARY

Applicant: Hamlet Development Corp.

Hearing Date: 01 July 2021

Property Owner: Current Jordanelle Investments LC

Related Applications: Master Plan (2020); Preliminary Subdivision (2021)

Existing Zone: JSPA Overlay (RSF and Open Space)

Existing Land Use: Vacant

Proposed Land Use: 41 Attached Single Family Lots

Acreage: 37.16

Proposed Density: 1.1 u/a

Proposed Lots: 41 detached ERUs

BACKGROUND

The Sage Hen Hollows project received a master plan approval in 2020 with a density determination of 41 ERUs of Residential Single Family (RSF) land use near the Jordanelle Parkway with the remainder of the project area as Open Space (OS). Preliminary Subdivision approval was received with conditions in April of this year. The residential single family use for the site is as two- and three-unit townhomes.

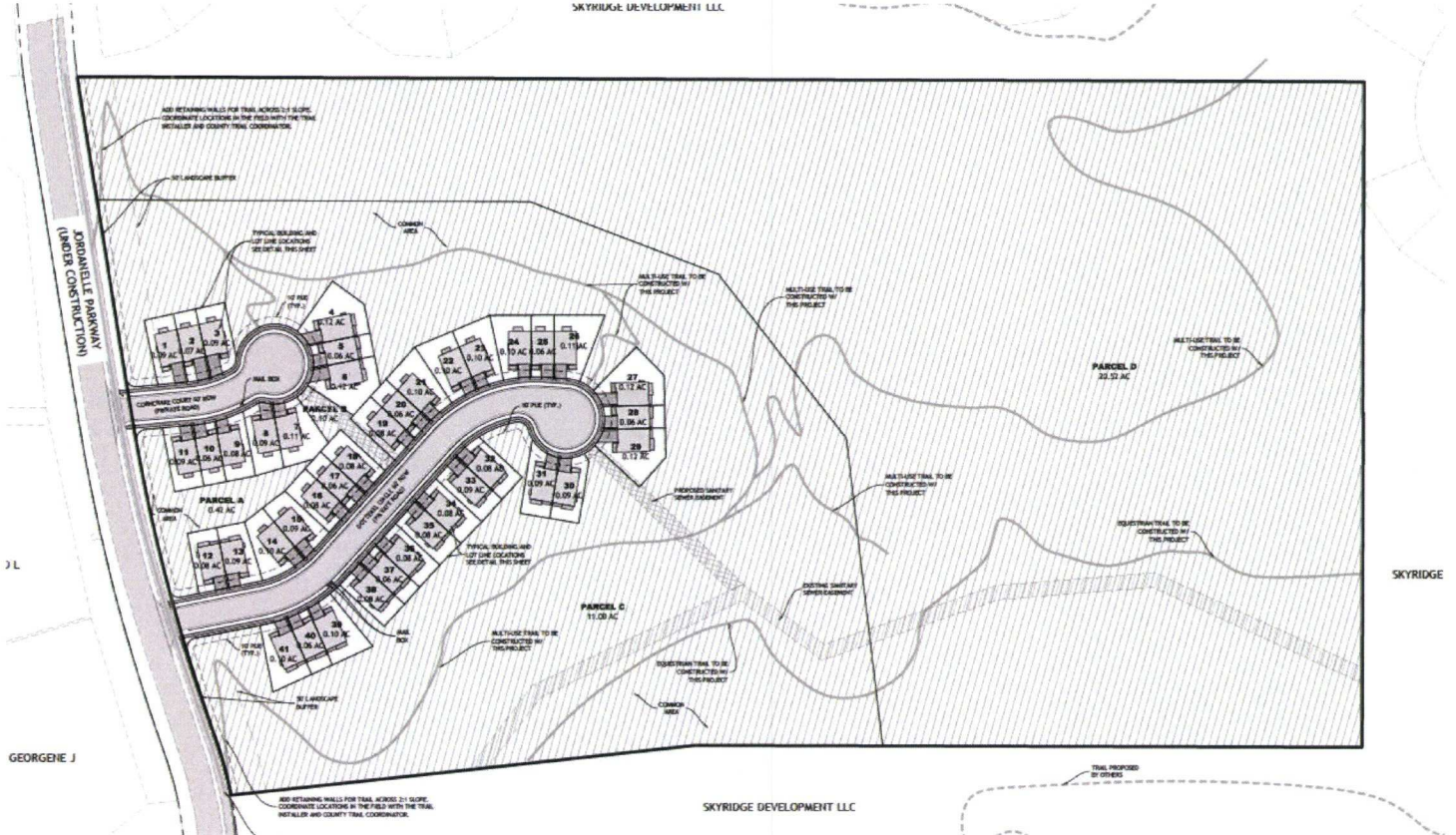
The project area is bordered by the Jordanelle Parkway and East Park to the West and the SkyRidge development on all other sides. The site contains a steep slope ravine that runs through the center of the property and some delineated wetlands at the southern border in the open space area.

STAFF ANALYSIS

– LAND USE AND DENSITY –

The project area was granted Master Plan approval in 2020 with a land use of attached single family product. The official density determination by the Council was for a maximum of 41 ERUs. Any further density would be very difficult to fit considering the steep slopes and other environmental concerns. While the product type is attached housing, each home is planned for ownership of a lot. Lot sizes in the proposal range from 0.06 – 0.10 ac. The preliminary and now final plans have remained consistent with the master plan.

SKYRIDGE DEVELOPMENT L.L.C.

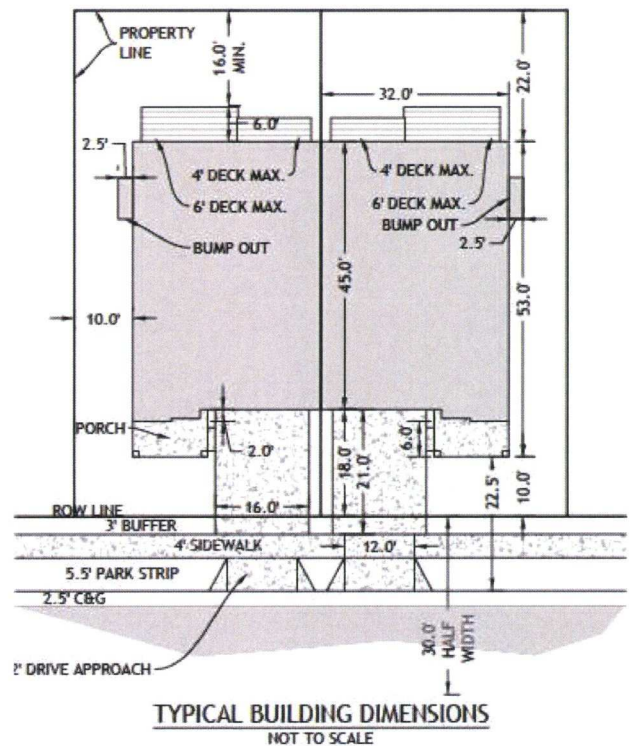


– SETBACKS –

The RSF requires all homes to be a minimum of 20 feet from the back of curb. A 10 foot side and 20 foot rear setback are required from the building comprised of attached product to the property lines. That being said, the Jordanelle Parkway, due to its higher capacity nature, falls under restrictions found in WCC 16.21.07 that require all structures adjacent to the Parkway to be 85 feet from centerline or 50 feet from property line, whichever is greater. Final plans will need to provide dimensioning that verifies compliance in all aspects.

– PEDESTRIANS AND TRAILS –

The pedestrian and recreational access throughout the JSPA is a critical component to the success of the area. The JSPA intends for trails to connect from project-to-project in a logical manner. The proposal has been reviewed by the Countywide Trails Planner and a number of changes made throughout the DRC process to bring the project into alignment with the goals of the JSPA. The application coordinates connections to both hiking and equestrian trails with adjacent properties.



– LANDSCAPING –

Plant material in the JSPA are required to be native or adaptive species reminiscent of the mountain character that defines the JSPA. The applicant has selected massings of aspen and spruce, serviceberry, currant, and sumac among others. Lawn play areas have been limited to the lower sloped recreational areas. The remainder of the disturbed areas will be revegetated with meadow grasses.

– GEOTECHNICAL REVIEW –

The applicant has provided a geotechnical report that has identified some undocumented fills on the property. Those fills will need to be removed from the site. Additionally, it is expected that subgrades will need improvements to meet the loading capacities required by code.

If the applicant cannot appropriately mitigate concerns expressed either in their report or in the review of the county reviewing geotechnical engineer at preliminary, then they may have to adjust density or placement of density on the site. Changes may also require an amendment to the master plan.

Structures being proposed on 25%-29.99% slopes will require a site specific soils report at building permit. Applicant must demonstrate compliance with all recommendations. 30%+ slopes are considered unbuildable.

– STORM WATER –

Current plans for the west portion utilize a detention basin in the southeast of the property near an existing drainage channel. The County engineering consultant reviewer noted a few concerns with the drainage analysis provided in the application during the preliminary review. Final reviews from the DRC have indicated that the engineering consultant considers the previous comments resolved.

– BUILDING HEIGHT –

During the earlier reviews, building heights were a common concern considering the topography of the site and uniqueness of each building on the site. The final plans have included a detailed cross section of each building in relation to existing grade. Review of the plans suggests the final buildings will comply with the 35 foot height requirements.

– ARCHITECTURAL STANDARDS –

The JSPA contains higher design standards than those found in other areas of the County. As such, applications in the JSPA are required to submit a document outlining how they believe they meet the intent and requirements of the adopted JSPA design handbook. *(This document has been included in the below Exhibit E)* The review during the preliminary process provided great improvements to the architecture originally proposed. Additional modifications have been made to accommodate further discussions through the final plans, although the plans are substantially similar to those last seen when the JSPA approved the preliminary plans.

Materials – The JSPA has numerous material requirements that have been defined in an adopted Design Handbook. The proposal includes stone, cement siding, wood entry doors, and wood embossed steel garage doors. Some elevations exchange the steel garage doors for glass doors.

Screening – All roof mounted mechanical equipment should be completely screened. Attached residences have to screen large meter banks or utilities from view of streets and public spaces. It also requires roof mounted venting or utility element to be placed on roof slopes facing away from public streets and grouped into a framed chimney or architectural element. Faux chimney elements have been added to the elevations to reflect the grouping requirements. Ground equipment is proposed to be screened through landscaping.

Roofs – Roof shingles are required to be architectural grade and if a builder is building several buildings, there should be subtle variety of colors used in roofing materials. Roof overhangs on all structures must be a minimum of 24”.

– *STREET LIGHT DETAILS* –

The JSPA area has standard street furnishings required that differ from the rest of the County. The JRA design handbook contains specific details for street lights and signage required. The project plans include reference to the design handbook and have indicated the applicant is aware of the unique requirement in this area.

– *BONDING* –

All unfinished improvements must be bonded for in compliance with county bonding policies previous to plat recording.

– *DEVELOPMENT AGREEMENT* –

The project will require a development agreement. A current draft version has been worked on and should be finalized as part of the final plan documents. The final drafting should be completed prior to the Planning Commission hearing the request for final approval.

DEVELOPMENT REVIEW COMMITTEE

This proposal has been reviewed by the various members of the Development Review Committee (DRC) for compliance with the respective guidelines, policies, standards, and codes. A report of this review has been attached in the exhibits. The Committee has accepted the item for Planning Commission to render a decision.

POTENTIAL MOTION

Move to Approve with Conditions consistent with the findings and conditions presented in the staff report.

Findings:

1. The project area is 37.16 acres.
2. The proposal includes attached single-family housing of two- and three-unit townhome product.
3. The 41 ERU density being proposed is consistent with what was approved in the original master plan and preliminary plan and is consistent with the guidelines for approval found in the JSPA Plan Book.
4. The proposal includes a trail network throughout the property consistent with the intent of the JSPA and connections to both hiking and equestrian trails on adjacent properties are being satisfied.
5. The proposal includes undeveloped open space areas and improved open space areas to serve the various needs of the residents and visitors to the area.
6. The applicant has proffered a 10% fee-in-lieu as a Moderate Income Housing obligation, the fee would be \$114,800 for a 4.1 AUE obligation. The Housing Authority has approved this offer.
7. The Development Review Committee has reviewed the project and provided a favorable recommendation subject to conditions.

Conditions:

1. All issues raised by the DRC, as noted in the DRC report dated June 7, 2021, shall be resolved to the satisfaction of the applicable review department prior to plat recording or as otherwise applicable.
2. Open Space easements and ownership shall be granted and comply with WCC 16.21.06.

3. Final trail alignments shall be approved by the county-wide trail planner and county engineer consultant prior to construction.

ALTERNATIVE ACTIONS

The following is a list of possible motions the Planning Commission can take. If the action taken is inconsistent with the potential findings listed in this staff report, the Planning Commission should state new findings.

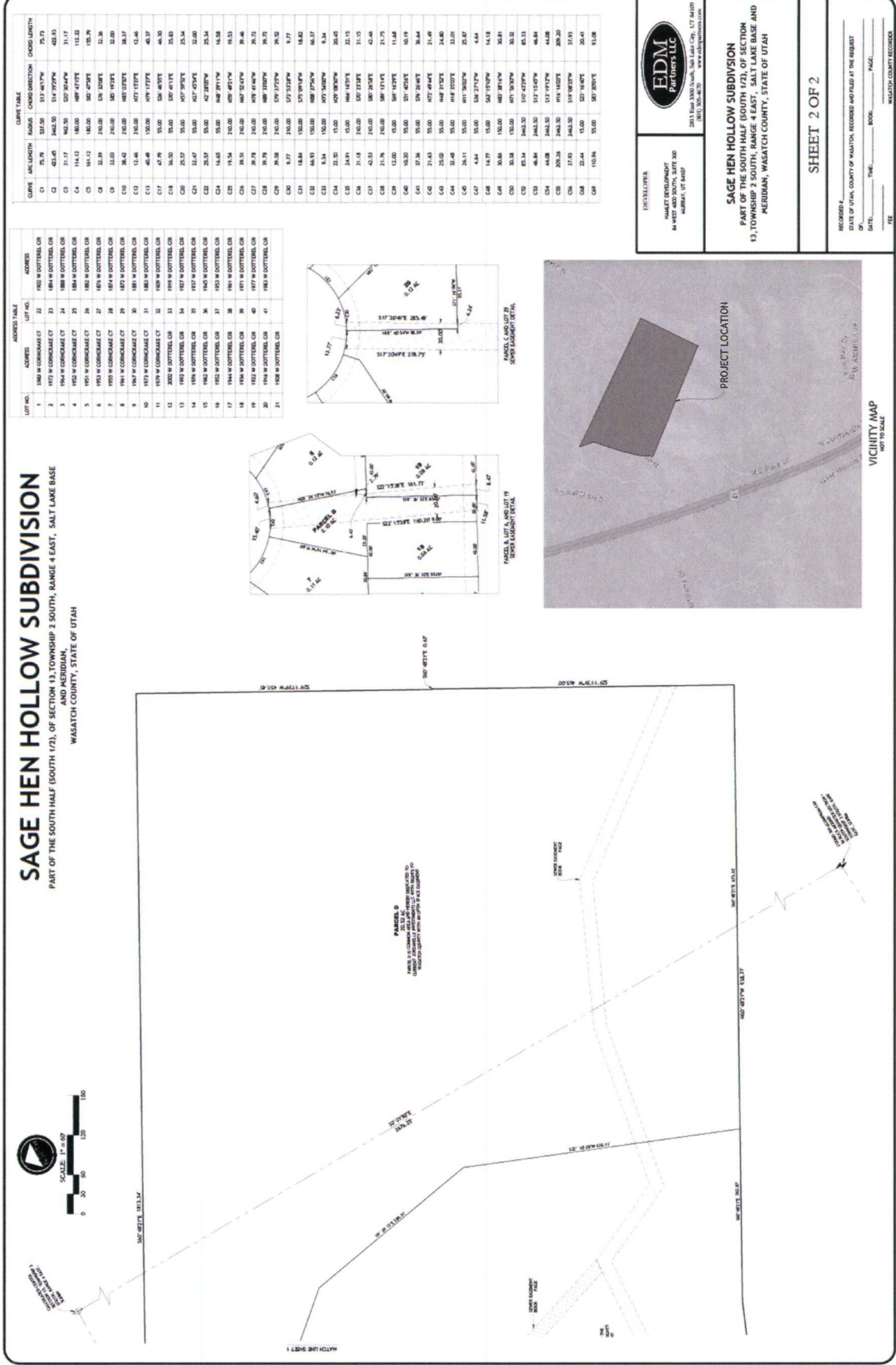
1. Approve. This action may be taken if the Planning Commission finds that the Final Site Plan is compliant as proposed with Wasatch County Code and all other applicable ordinances.
2. Approve with Conditions. This action can be taken if the Planning Commission feels comfortable that remaining issues can be resolved subject to the conditions noted.
3. Continue. This action can be taken if the Planning Commission needs additional information before making a recommendation, if there are issues that have not been resolved, or if the application is not complete.
4. Deny. This action can be taken if the Planning Commission finds that the proposal does not meet applicable codes and/or ordinances.

EXHIBITS

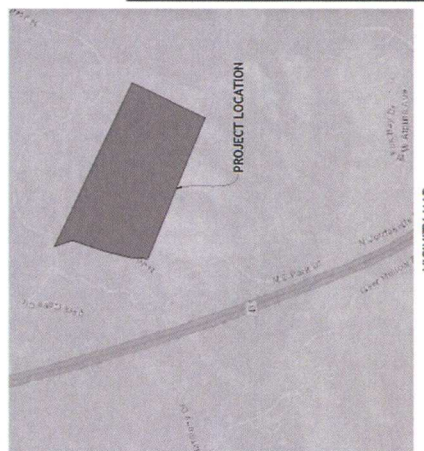
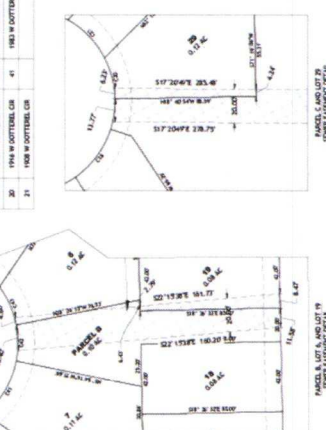
- A. Vicinity Plan
- B. Proposed Subdivision Plat
- C. DRC Report
- D. Architectural Elevations
- E. JSPA Compliance Statement
- F. Building Height Study
- G. Landscape Plans

Exhibit A – Vicinity Plan





LOT NO.	ADDRESS	LOT NO.	ADDRESS
1	1800 W DOTTRELL CIR	32	1870 W DOTTRELL CIR
2	1810 W DOTTRELL CIR	33	1880 W DOTTRELL CIR
3	1820 W DOTTRELL CIR	34	1890 W DOTTRELL CIR
4	1830 W DOTTRELL CIR	35	1900 W DOTTRELL CIR
5	1840 W DOTTRELL CIR	36	1910 W DOTTRELL CIR
6	1850 W DOTTRELL CIR	37	1920 W DOTTRELL CIR
7	1860 W DOTTRELL CIR	38	1930 W DOTTRELL CIR
8	1870 W DOTTRELL CIR	39	1940 W DOTTRELL CIR
9	1880 W DOTTRELL CIR	40	1950 W DOTTRELL CIR
10	1890 W DOTTRELL CIR	41	1960 W DOTTRELL CIR



EDM
PLANNING & SURVEYING, LLC

2815 West 3400 South, Salt Lake City, UT 84119
3131.300.8000 www.edmplanning.com

SAGE HEN HOLLOW SUBDIVISION
PART OF THE SOUTH HALF (SOUTH 1/2), OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, STATE OF UTAH

SHEET 2 OF 2

RECORDED BY: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FILE: _____

Exhibit C – DRC Report
DESIGN REVIEW COMMITTEE COMMENTS (DRC)

PROJECT ID: DEV-4183**VESTING DATE: 4/28/2021****PROJECT NAME: FINAL SUB - SAGE HEN HOLLOWES****REVIEW CYCLE #: 2**

Project comments have been collected from reviewers and compiled for your reference below. Please review the comments and provide revised plans/documents if necessary. Resubmittals must include a plan review response letter outlining where requested changes and corrections can be found. Failure to provide such a letter will result in the project being returned to you.

When uploading revisions please name your documents exactly the same as it was previously uploaded.

This way we can track revisions. Please do not delete documents and then upload new ones.

Once you have addressed all of your items and successfully uploaded your revisions, be sure to re-submit your project for review. Resubmittal must be made through the portal in order to receive official review. Projects requiring Planning Commission approvals or recommendations will not be placed on a planning commission agenda until all DRC reviewers have recommended the item to move forward.

REVIEW CYCLE – REVIEWING ENTITY’S RECOMMENDATIONS

Entity	Recommendation
ASR - Administration	Approved
DRC - Public Works Dept	Approved
DRC - Weed Dept	Approved
DRC - Fire SSD	Approved
DRC - Sheriff Office	Approved
INF - GIS Dept	Approved
SUR - Administration	Approved
DRC - Manager Office	Approved
EXT - MAG Regional Trail Planner	Approved
DRC - Health Dept	Approved
BLD - Administration	Approved
DRC - SSA 1 Water	Approved
DRC - Jordanelle SSD	Approved
DRC - Affordable Housing Office	No Action Taken
REC - Administration	No Action Taken
PLN - Planners	Approved
DRC - Engineering Dept	Approved

Approved = Reviewing entity recommends the project move forward to a Planning Commission meeting. Any open comments will need to be resolved before final approval.

Changes Required = Reviewing entity has identified an issue(s) that needs to be resolved before recommending the project move forward to a Planning Commission meeting.

No Action = Reviewing entity has not taken any action for the review cycle.

Project ID: DEV-4183 – Wasatch County Project DRC Comments - June 7, 2021

Page 1 of 4

OVERALL PROJECT COMMENTS

DRC Project Comments		
Comment ID	Entity	Comment
DRC-JSSD1	DRC - Jordanelle SSD	Detailed plan review comments are to be coordinated and addressed with TCSSD review engineer

PROJECT DOCUMENT SHEET COMMENTS BY REVIEWING ENTITY


DRC - Engineering Dept		
Comment ID	Sheet Name	Comment
DRC-ENG4	12 - Landscape & Irrigation Plans	The lower 4' multi use trail can not cut the 2:1 slope where it comes up onto the Jordanelle Parkway unless retained some how. This trail also is crossing the dirt access road down to JSSD sewer manholes.
DRC-ENG12	05a - Retaining Wall Design (Geotech)	I had concerns of the small retaining walls. The design shows no toe bury plus the walls are located very close to the back of the buildings. For this reason I had the county's geotechnical review engineer to provide comments. See attached review letter and provide changes or address comments.
DRC-ENG13	12 - Landscape & Irrigation Plans	I realize there are few options to tie into the Parkway. I don't see the note as described in the response letter. A single note will not be good enough. Where you show the trail coming up onto the Parkway on the north and south side of the proposed development you need to define more clearly how this will be handled. I will allow but will not stamp the construction drawings without it.
DRC-ENG14	01 - Cover Sheet	Need to state in the general notes the work will be completed per the hierarchy below. This is also defines in the code. 1st Title 14 of the code 2nd latest version of APWA 3rd UDOT standards
DRC-ENG15	10 - Street Plan	The construction plan set will need detail sheets. Need details for curb and gutter and sidewalk. By code sidewalk needs to be 5" thick. Need to include the rock wall design in the plan set so the inspectors and contractor do not need to go through a geotechnical report to find the design. Ultimately I am assuming you will be the engineer of record. To finalize the project you will have to sign off that the project was built per the approved plans and any approved changes.

DRC – Planning Dept		
Comment ID	Sheet Name	Comment
DRC-PLN4	02a - Plat	Parcel D needs the same open space easement in favor of Wasatch County as all other open space in the development.
DRC-PLN8	13 - Will Serve	JSSD feasibility letter is not a will-serve. Final approval is

	Letters	
DRC-PLN9	SP1 - Site Plan	contingent on obtaining a will-serve. Only 2 feet of projection in the sideyard is permitted per WCC 16.21.21. Either 6" will need to be taken from the side or the lots will need to be extended another 6" out.

DRC - Weed Dept		
Comment ID	Sheet Name	Comment
DRC-WEED1	12 - Landscape & Irrigation Plans	You will need a weed plan and a cash bond. You can find them on the County website under public works then weed department.

Exhibit D – Architectural Elevations

	HARDIE BOARD - ARTISAN SERIES ROUGH SAWN - PRIMED AND PAINTED TO MATCH CABOT STAIN - AUSTRALIAN TIMBER OIL - AMBERWOOD
	HARDIE BOARD - ARTISAN SERIES ROUGH SAWN - PRIMED AND PAINTED TO MATCH SHERWIN-WILLIAMS SW 6447 EVERGREENS
	FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH SHERWIN WILLIAMS SW 6892 INKWELL
	GARAGE DOOR - CLOPAY - MODERN SERIES - PLANK WITH LONG WINDOWS - SIDE PER ELEVATION - WOOD GRAIN - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 6892 - INKWELL
	ENTRY DOOR - THERMA-TRU - PULSE SERIES - 4 - PANEL - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 6892 - INKWELL
	ROOF - CERTAINTED PREMIUM SHINGLES - PRESIDENTIAL SUPERIOR GRADE ASPHALT SHINGLES
	NATURAL STONE VENEER - CASCADE ASHLAR BY SOLSTICE STONE (OR APPROVED EQUAL)

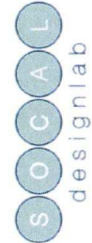


RIGHT SIDE

ROOF OVERHANGS
TYPICAL EAVE: 2'-0"
TYPICAL RAKE: 2'-0"
48% LINEAR GARAGE FRONTAGE
31% STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

HAVEN DUPLEX - STREET VIEW
1/4" = 1'-0"
04.16.2021 | A4





ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"

48% LINEAR GARAGE FRONTAGE

31% STONE - TOTAL BUILDING

* NOTE STONE TO BE NATURAL STONE THIN ADHERED VENEER

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



1410 W. 10TH ST.
SUITE 100
DENVER, CO 80202
303.733.1111



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

HAVEN DUPLEX - REAR VIEW

04.16.2021 | A5





REAR



UNIT - BR

UNIT - A

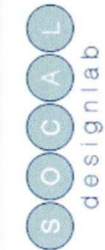
FRONT

ROOF OVERHANGS
 TYPICAL EAVE: 2'-0"
 TYPICAL ROOF: 2'-0"
 40% LINEAR GARAGE FRONTAGE
 31% STONE - TOTAL BUILDING
 * NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER



HAVEN DUPLEX - ELEVATIONS
 1/4" = 1'-0"
 04.16.2021 | A6

SAGE HEN
 JORDANELLE SPECIALLY PLANNED AREA



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LEFT SIDE



REAR

ROOF OVERHANGS
 TYPICAL LEAVE 2'-0"
 TYPICAL RAKE 2'-0"
 40% LINEAR GARAGE FRONTAGE
 31% STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

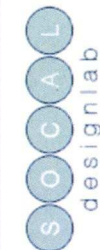
HAVEN DUPLEX - WALK OUT
 1/4" = 1'-0"

04.16.2021 | A7








SAGE HEN
 JORDANELLE SPECIALLY PLANNED AREA

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.





-  HARDIE BOARD - ARTISAN SERIES
ROUGH SAWN - PRIMED AND PAINTED TO MATCH
CABOT STAIN - AUSTRALIAN TIMBER OIL - AMBERWOOD
-  HARDIE BOARD - ARTISAN SERIES
ROUGH SAWN - PRIMED AND PAINTED TO MATCH
SHERWIN-WILLIAMS SW 6447 EVERGREENS
-  FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH
SHERWIN WILLIAMS SW 6922 INKWEEL
-  GARAGE DOORS - CLORXY - MODERN SERIES - PLANK WITH LONG
WOODS - SIDE PER ELEVATION - WOOD GRAY - PRIMED AND
PAINTED TO MATCH SHERWIN WILLIAMS SW 6992 - INKWEEL
-  ENTRY DOOR - THERMA-TRU - PULSE SERIES - 4 - PANEL - PRIMED
AND PAINTED TO MATCH SHERWIN WILLIAMS SW 6992 - INKWEEL
-  ROOF - CERTAINTED PREMIUM SHINGLES - PRESIDENTIAL
SUPERIOR GRADE ASPHALT SHINGLES
-  NATURAL STONE VENEER - CASCADE ASHLAR BY SOLSTICE
STONE (OR APPROVED EQUAL)

ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL FOME 2'-0"
48% LINEAR GARAGE FRONTAGE
31% STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

HAVEN TRIPLEX STREET VIEW
1/4" = 1'-0"
04.16.2021 | A9



RIGHT SIDE



ROOF OVERHANGS
TYPICAL EAVE
TYPICAL RAKE
48% LINEAR GARAGE FRONTAGE
31% STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

HAVEN TRIPLEX - REAR VIEW
04.16.2021 | A10





REAR



FRONT

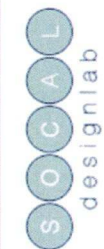
ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"
40% LINEN/CAT GARAGE FRONTAGE
31% STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

HAVEN TRIPLEX - ELEVATIONS
1/4" = 1'-0"

04.16.2021 | A11

SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA



Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"

REAR

40% LINEAR GARAGE FRONTAGE
31% STONE - TOTAL BUILDING

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER










SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

HAVEN TRIPLEX - WALK OUT
1/8" = 1'-0"

04.16.2021 | A12





	HARDIE BOARD - ARTISAN SERIES ROUGH SAWN - PRIMED AND PAINTED TO MATCH CABOT STAIN - AUSTRALIAN TIMBER OIL - NATURAL
	HARDIE BOARD - ARTISAN SERIES ROUGH SAWN - PRIMED AND PAINTED TO MATCH SHERWIN-WILLIAMS SW 7074 PEPPERCORN
	FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH SHERWIN WILLIAMS SW 7074 PEPPERCORN
	GARAGE DOOR - CLOPAY - AVANTI - ALUMINUM - OBSCURE GLASS
	ENTRY DOOR - THERMA TRU - PULSE SERIES - 4 PANEL - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 7074 PEPPERCORN
	ROOF - CERTAINTED PREMIUM SHINGLES - PRESIDENTIAL SUPERIOR GRADE ASPHALT SHINGLES
	NATURAL STONE VENEER - MOOSE MOUNTAIN BY SOLSTICE STONE (OR APPROVED EQUAL)



LEFT SIDE

- ROOF OVERHANGS 2'-0"
- TYPICAL EAVE 2'-0"
- TYPICAL RAISE 2'-0"
- 40% LINEAR GARAGE FRONTAGE
- 37% STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER



S O C I A L
designlab

SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON DUPLEX - STREET VIEW
1/4" = 1'-0"
04.16.2021 | A16





ROOF OVERHANGS 2'-0"
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"

40% LINEAR GARAGE FRONTAGE
37% STONE - TOTAL BUILDING

* NOTE STONE TO BE NATURAL STONE THIN ADHERED VENEER



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON DUPLEX - REAR VIEW

04.16.2021 | A17





REAR



FRONT

UNIT - BR

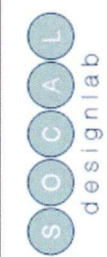
UNIT - A

ROOF OVERHANGS	2'-0"
TYPICAL EAVE	2'-0"
TYPICAL RAISE	2'-0"
40% LINELAR GARAGE FRONTAGE	
3% STONE - TOTAL BUILDING	

*NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER



Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA








LUXTON DUPLEX - ELEVATIONS
1/4" = 1'-0"

04.16.2021 | A18





RIGHT SIDE

	HARDIE BOARD - ARTISAN SERIES ROUGH SAWN - PRIMED AND PAINTED TO MATCH CABOT STAIN - AUSTRALIAN TIMBER OIL - NATURAL
	HARDIE BOARD - ARTISAN SERIES ROUGH SAWN - PRIMED AND PAINTED TO MATCH SHERWIN-WILLIAMS SW 7674 PEPPERCORN
	FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH SHERWIN WILLIAMS SW 7674 PEPPERCORN
	GARAGE DOOR - CLOPPY - AVANTI - ALUMINUM - OBSCURE GLASS
	ENTRY DOOR - THERMA-TRU - PULSE SERIES - 4 PANEL - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 7674 PEPPERCORN
	ROOF - CERTAINTED PREMIUM SHINGLES - PRESIDENTIAL SUPERIOR GRADE ASPHALT SHINGLES
	NATURAL STONE VENEER - MINIFACE MOUNTAIN RV 651 RTTFE STONE (OR APPROVED EQUAL)

ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"
40% LINEAR GARAGE FRONTAGE
37% STONE - TOTAL BUILDING

* NOTE STONE TO BE NATURAL STONE THIN ADHERED VENEER



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON TRIPLEX - STREET VIEW
1/4" = 1'-0"
04.16.2021 | A20





ROOF OVERHANGS	2'-0"
TYPICAL EAVE	2'-0"
TYPICAL RAISE	2'-0"
40% LINCAR GARAGE FRONTAGE	
37% STONE - TOTAL BUILDING	

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER



LUXTON TRIPLEX - REAR VIEW

04.16.2021 | A21

SAGE HEN

JORDANELLE SPECIALLY PLANNED AREA

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.





REAR



ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"

40% LINCAR GARAGE FRONTAGE
37% STONE - TOTAL BUILDING

FRONT

UNIT - A

UNIT - BR

UNIT - AR

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.

*NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER



JCOR ARCHITECTURE, LLC



SAGE HEN

JORDANELLE SPECIALLY PLANNED AREA

LUXTON TRIPLEX - ELEVATION
1/4" = 1'-0"

04.16.2021 | A22



HAMLET HOMES
1000 WEST 10TH AVENUE, SUITE 100
DENVER, CO 80202

Exhibit E – JSPA Compliance Statement

JSPA Design Compliance Letter

Architectural Design Standards

3.1 Architectural Elements and Unifying Purposes

This project is designed in accordance with the Standard Design Elements and the distinctive appearance and image of Deer Valley.

3.2 JSPA East Side Architectural Principles

This project shall follow the principles of:

- a. Mountain Architecture
- b. Natural stone as a unifying element
- c. Distinctive roof lines with low slope to assist in snow management
- d. Cement board siding with the appearance of natural wood, natural stone, no stucco, and large planes of color, and
- e. All elevation sides containing doors and windows and being treated with the same attention to detail as the front/street elevation

3.3 Style Descriptions

This project uses the Contemporary Mountain Modern home style characterized by clean lines, low-pitch roofs, , minimal heavy trim details, and larger expanses of windows as exterior walls, for a bolder modern interpretation while maintaining regional charm.

3.4 Site

This project and these buildings are harmonious with their mountain environment and will allow the natural landscape to dominate the distant views of the lake and mountains. Natural features, such as trees and rock outcroppings, shall be used as organizing elements for the site.

3.5 Green Building Design

Our building design shall incorporate:

- a. Energy Efficiency – including high efficiency heating and air-conditioning systems, insulation systems, window systems, and included tankless water heaters in all homes
- b. Water Efficiency – including optimized landscaping
- c. Building Materials
- d. Healthy Indoor Environmental Quality – including high efficiency ventilation and thermal comfort, moisture control, daylighting, and protecting indoor air quality during construction since we prohibit anyone smoking in the homes during construction

3.6 Color Palette

Colors have been selected from the color palette in the Design Guidelines using main building colors that are more subdued and accent colors that pick up on the subtleties of the seasons to broaden the palette.

3.7 Buildings and Massing

Architectural elements are stockier, heavier and more pronounced at the base, and building massing steps with the natural variations in the topography to integrate the buildings in with the natural landscape.

3.9 Columns and Building Articulation

Columns provide detail along the vertical planes of the buildings and below supported structures such as balconies.

3.10 Building Materials

Building materials shall reflect the natural surroundings and complement the architectural style. Exterior materials shall include natural stone, wood, cementitious siding with the appearance of stained natural wood. Overall exterior surfaces do include at least 30 percent natural stone and less than 10 percent stucco, with no stucco on the buildings.

3.11 Foundation Walls

Buildings are carefully integrated into the natural landscape and will appear to grow out of the land. Architectural elements at the base of the buildings are stockier. Strong-looking foundations with heavier materials beneath lighter materials are used to express longevity in a harsh climate. Foundations will be covered with natural stone within 6 inches of ground level.

3.12 Exterior Walls

Exterior walls shall match the medium color and value of the natural landscape and color palette. The buildings do not have flat wall planes. Building elevations are horizontally and vertically stepped and consist of wood, natural stone, and fiber-board siding.

3.13 Doors

Main entry doors are oversized and include sidelights whenever possible to make a grand statement. Doors are constructed of steel and/or wood. Doors shall have the appearance of natural stained wood.

3.14 Windows

Buildings will have expanses of glass to celebrate the fantastic views, enhance the visual interest of the building. All elevation sides contain windows or doors and have been treated with the same attention to detail as the front or street elevation. Exterior colors are natural tones consistent with the design handbook. Vinyl and vinyl composite and white window frames are not being used. Windows shall not be reflective or have unfinished metal surfaces.

3.15 Garage Entrances and Doors

Garage entrances and doors have been designed and placed to be compatible with the building and surrounding area and have been designed to be an integral part of the building's architecture with visually interesting trim and detailing. Garage doors are recessed, and landscaping shall be used to soften the impact of garage doors on the street. Garage doors shall all have a natural appearing "wood look" treatment. Garage doors are set back a minimum of 18 inches from the face of the homes and have a minimum eave overhang of 4 feet. Two-bay garage door openings are not more than 50 percent of the frontage of the attached units.

3.16 Roofs and Snow Guards

Roofs are broken up and carefully articulated. Primary roof styles and pitches and materials are consistent with design guidelines. There are no large unbroken expanses of roof area.

3.17 Roof Material

Roof materials shall be superior grade asphalt shingles in accordance with the design guidelines with some standing seam metal roofs.

3.18 Eaves

Eaves project a minimum of 24 inches beyond the building walls in accordance with the design guidelines.

3.19 Fireplaces, Chimneys, Flues, Vents & Rooftop Equipment

All roof vents are incorporated into the roof design and are complimentary to the building architecture, in accordance with the design guidelines.

3.20 Site Lighting

Street lights are consistent with the design guidelines to avoid any kind of excessive glare toward the street or neighboring properties. All exterior lighting shall meet the Dark Sky requirements.

3.21 Fences

Fences are prohibited and shall not be within the project.

Landscape and Planting Design Principals

4.1 Basic Landscape Planning Principals

Native plant materials and natural local rock was selected for use in this project to mimic the landscape found around Jordanelle. Retaining walls were limited to 5' in height and utilize native materials.

4.2 Planting

Plants were located and ground to tie into the natural landscape, soften the buildings and other manmade features and create visual diversity.

4.3 Plant Materials

Native plant materials were selected to thrive in the climate of the Jordanelle area. Considerations were given to the temperature fluctuations, arid climate, wind patterns, and elevation.

4.4 Native Plants/Native-Like Plants

Native plants that meet the objectives described above were selected.

4.5 Turf, Meadow Grass and Wildflowers

The use of turf was minimized as much as possible. Native grasses and plants were used as a replacement.

4.6 Wildfire Mitigation

Fire safety and defensible space was considered in the landscape design.

Hardscape Elements

5.1 Adopted Logo

The JSPA logo will be used in lighting and signage as appropriate.

5.2 Use of Logo

The branding guidelines will be followed.

5.3 Water Features

Water features are not anticipated to be a part of this project.

5.4 Street Furniture

Street furniture is not anticipated to be a part of this project.

5.5 Benches and Picnic Tables

The benches and tables included in this project will wood and COR-TEN or blackened steel in styles like those shown in the JSPA Design Handbook.

5.6 Kiosks, Interpretive Centers and Wayfinding

Trail signs will meet the design requirements shown in the JSPA Design Handbook.

5.7 Bike Racks

Bike Racks are not anticipated to be a part of this project.

5.8 Trash Receptacles

Trash receptacles are not anticipated to be a part of this project.

5.9 Drinking Fountains

Drinking fountains are not anticipated to be a part of this project.

5.10 Mailboxes

Mailboxes will be in locations and configurations approved by the USPS and made in dark colors.

5.11 Bus Shelters

Bus shelters are not anticipated to be a part of this project.

5.12 Picnic Shelters

Picnic shelters are not anticipated to be a part of this project.

5.13 Banners, Clocks and Flags

Banners, clocks and flags are not anticipated to be a part of this project.

5.14 Paving Materials

Paving materials have been selected to be durable, and able to withstand the extreme climate of the Jordanelle Basin. They will resist damage from frost and plowing.

5.15 Streets

The streetscape has been designed to accommodate both pedestrian and vehicular traffic.

5.16 Walkways

Walkways are provided as shown on the plans. The materials and landscaping provide way finding features.

5.17 Community Lighting

Community lighting is located to provide a safe environment for vehicles and pedestrians while minimizing light pollution. The design of the lights meets the standards shown in the JSPA Design Handbook.

Signage

6.1 Signs

Signs, if installed, will be designed, and installed in accordance with the Handbook.

6.2 Allowed Signs

Signs, if installed, will be designed, and installed in accordance with the Handbook.

6.3 Entry Signs and Monumentation

Entry signs and monumentation are not anticipated.

6.4 Signs

Directional signs, if installed, will be designed, and installed in accordance with the Handbook.

6.5 Street Signs

Street signs will be designed, and installed in accordance with the Handbook.

6.6 Standard Map and Interpretive Signs

Maps and interpretive signs are not anticipated.

6.7 Business Signs

Business signs are not anticipated.

6.8 Building Signs

Building signs are not anticipated.

6.9 Blade Signs

Blade signs are not anticipated.

6.10 Banner and Special Event Signs

Banner and Special Event Signs are not anticipated.

6.11 Sign Lighting

Lighted signs are not anticipated.

6.12 Prohibited Signs

These sign types that are prohibited are acknowledged.

6.13 Safety Hazards

Safety hazards are acknowledged.

6.14 Snipe Signs

Snipe signs being prohibited is acknowledged.

Paths and Trails

7.1 Comprehensive Trail System

The trail system has been provided to connect to adjacent trails and accommodate multiple user groups.

7.2 JSPA Trails Master Plan

The trail system has been provided to connect to adjacent trails and accommodate multiple user groups according to the master plan.

7.3 Phasing and Cost

The development will construct the trails as part of the project.

7.4 Trail and Path Standard Design Elements

The trail system includes signage and landscaping per the Handbook.

7.5 Equestrian Trails

The trail system has been provided to connect to adjacent equestrian trails in Skyridge.

7.6 Hard Surface Pedestrian/Bicycle

The hard surface trail along Jordanelle Parkway is in place.

7.7 Golf Cart Paths

Golf cart paths are not anticipated.

7.8 Compacted Soft Surface Pedestrian Trails

The trail system has been provided to connect to adjacent trails and accommodate multiple user groups according to the master plan.

7.9 Mountain Trails

The trail system has been provided to connect to adjacent trails and accommodate multiple user groups according to the master plan.

7.10 Trail Maintenance

The trails will be maintained by the property owner and HOA.

Parking

8.1 Parking Plan

Parking stalls are provided in the garages and driveways for each unit.

8.2 Parking Area Design

Parking stalls are provided in the garages and driveways for each unit.

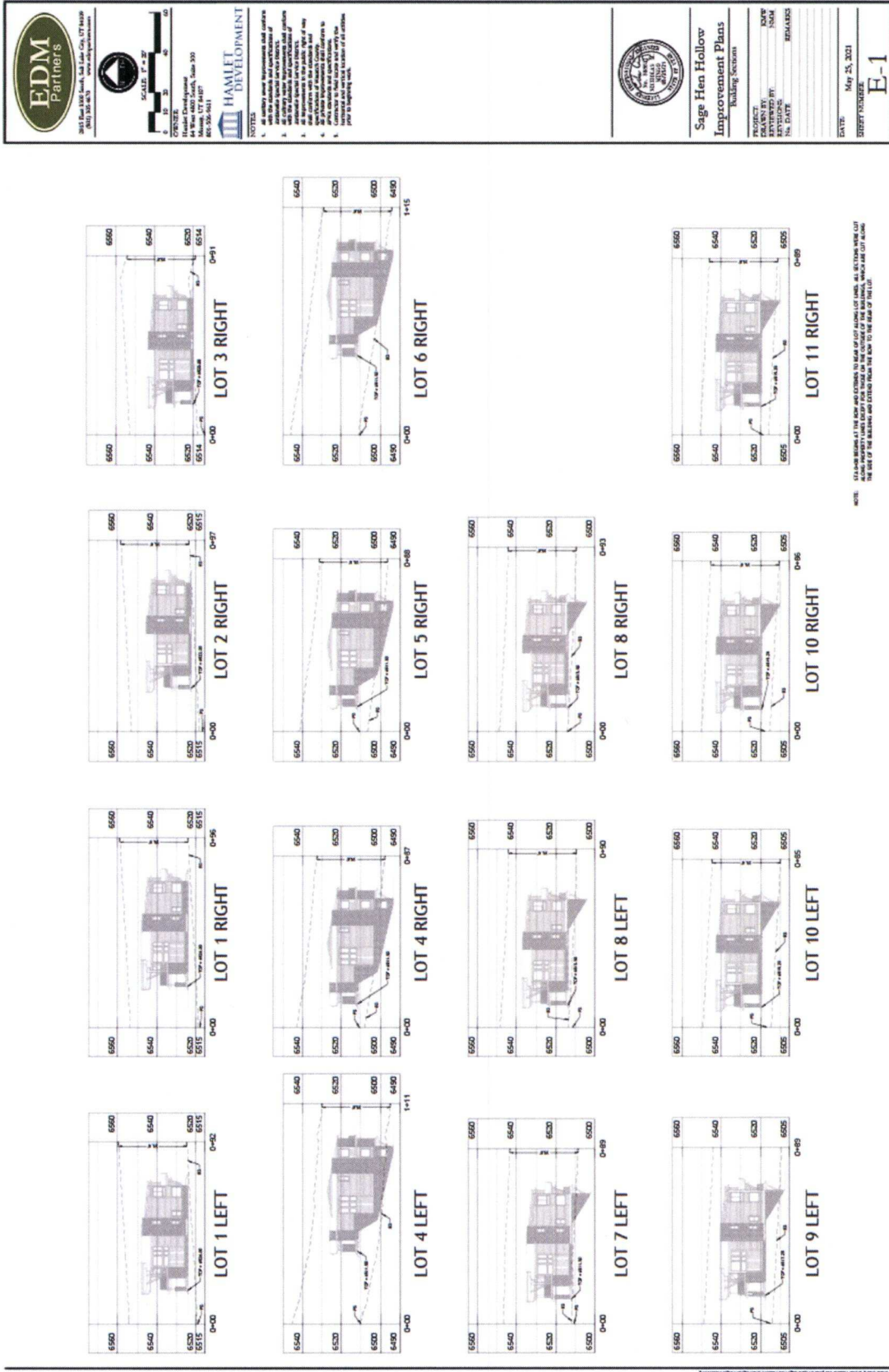
8.3 Parking Structure Guidelines


Parking structures are not anticipated in this project.

8.4 Visual Screening of Surface Parking and Structures


Surface parking lots and parking structures are not anticipated in this project.

Exhibit F – Building Height Study







2015 The Woodlands, LLC
14141 Woodloch Forest, Suite 200
The Woodlands, TX 77380



SCALE: 1/4" = 1'-0"



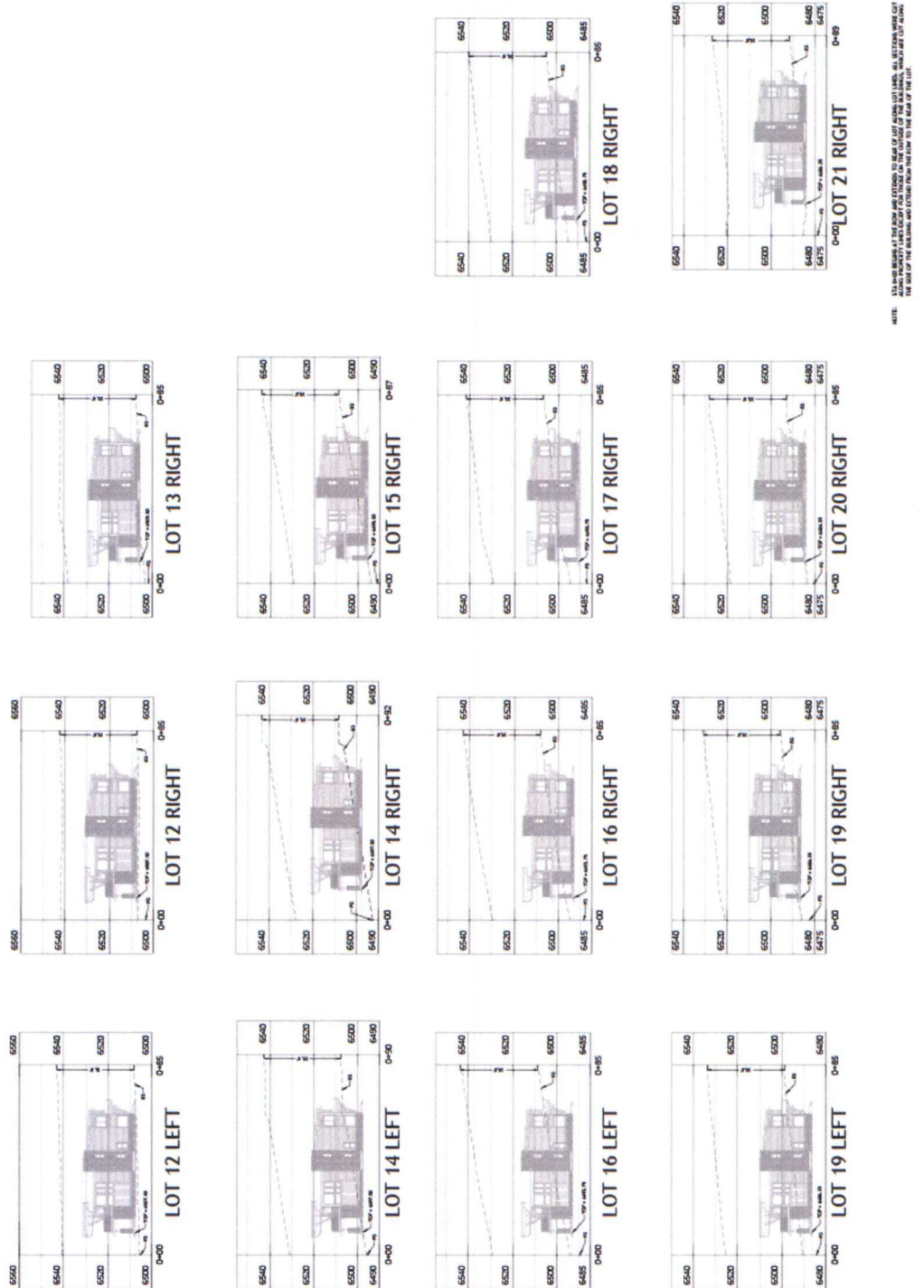
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1. All utility lines are shown as indicated on the site plan and are not to be moved or relocated.
2. All utility lines are shown as indicated on the site plan and are not to be moved or relocated.
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10. All utility lines are shown as indicated on the site plan and are not to be moved or relocated.




Sage Hen Hollow
Improvement Plans
Building Section

PROJECT: SAGE HEN HOLLOW
DRAWN BY: JASON
REVISIONS BY: JASON
DATE: 05/25/2021
REVISIONS:


DATE: May 25, 2021
SHEET NUMBER: E-2




NOTE: THE HOUSE NUMBER IS THE HOUSE NUMBER TO BE PLACED ON THE FRONT OF THE HOUSE. ALL UTILITIES SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY AND ARE NOT TO BE MOVED OR RELOCATED. THE LOCATION OF ALL UTILITIES SHALL BE VERIFIED BY THE HOMEOWNER PRIOR TO THE START OF CONSTRUCTION.



3815 East 19th Street, Salt Lake City, UT 84116
(801) 241-2828
www.edmpartners.com




SCALE: 1" = 20'
0' 10' 20' 30' 40' 50'



HAMLET DEVELOPMENT
Hamlet Development
44 West 4800 South, Suite 300
Salt Lake City, UT 84117
(801) 226-1611

NOTES

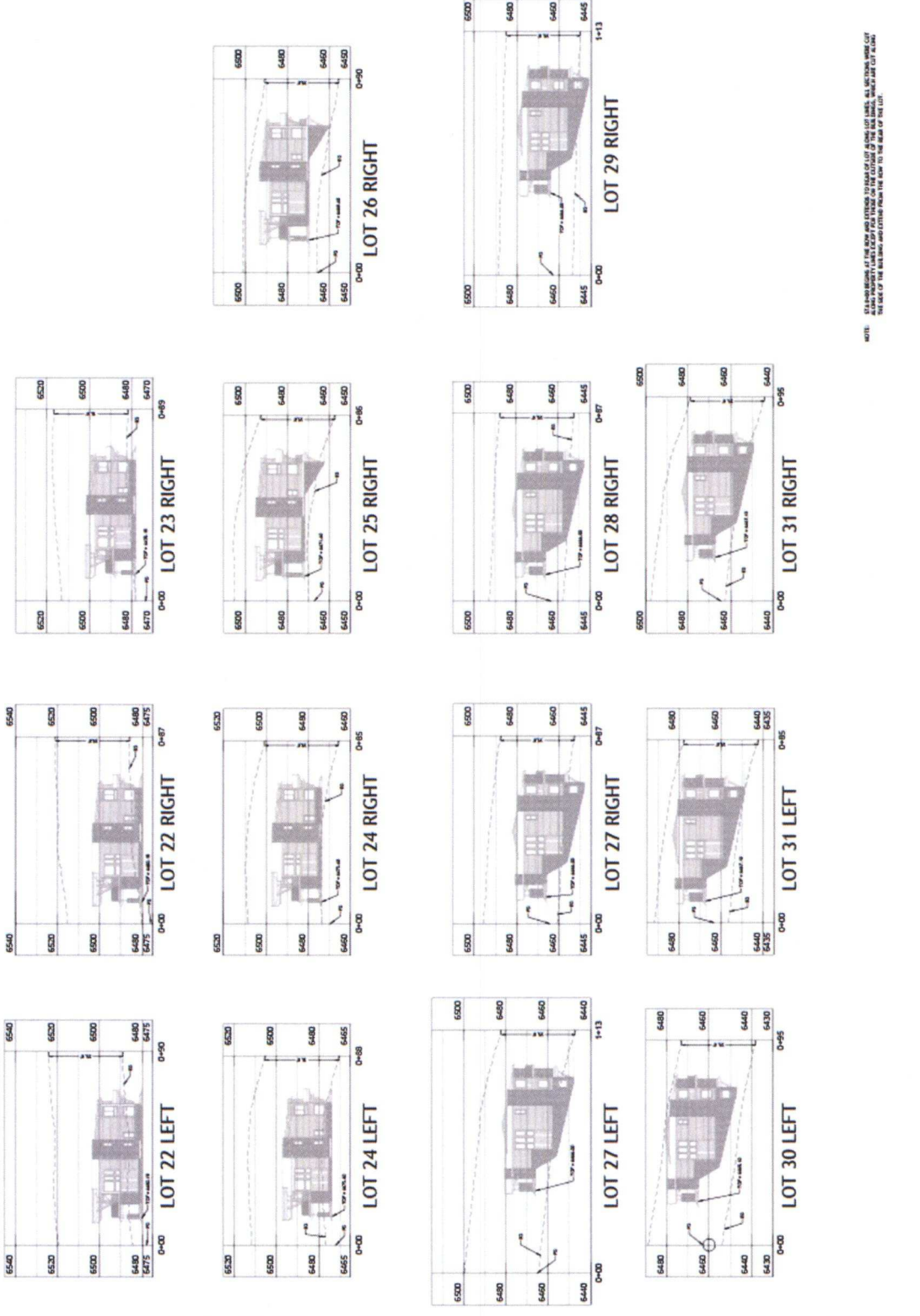
1. All work shall conform to all applicable codes and standards with the standards and specifications of the International Building Code (IBC) 2015 Edition.
2. All work shall conform to the standards and specifications of the International Mechanical Code (IMC) 2015 Edition.
3. All work shall conform to the standards and specifications of the International Fire Code (IFC) 2015 Edition.
4. All work shall conform to the standards and specifications of the International Energy Conservation Code (IECC) 2015 Edition.
5. All work shall conform to the standards and specifications of the International Plumbing Code (IPC) 2015 Edition.
6. All work shall conform to the standards and specifications of the International Electrical Code (IEC) 2014 Edition.
7. All work shall conform to the standards and specifications of the International Fire and Building Code (IFBC) 2015 Edition.
8. All work shall conform to the standards and specifications of the International Fire and Building Code (IFBC) 2015 Edition.
9. All work shall conform to the standards and specifications of the International Fire and Building Code (IFBC) 2015 Edition.
10. All work shall conform to the standards and specifications of the International Fire and Building Code (IFBC) 2015 Edition.




**Sage Hen Hollow
Improvement Plans**
Building Sections

PROJECT: _____
DRAWN BY: _____ DATE: _____
CHECKED BY: _____ NSM: _____
IN. DATE: _____ REMARKS: _____


DATE: May 25, 2021
SHEET NUMBER: **E-3**





3811 East 34th Street, Salt Lake City, UT 84118
(801) 224-2673
www.edmpartners.com

SCALE: 1" = 32'




HAMLET DEVELOPMENT

Hotel Development
44 West 4800 South, Suite 300
Salt Lake City, UT 84119
801-226-3411

NOTES:

1. All utility meter enclosures shall conform with the standards and specifications of the applicable utility companies.
2. All utility meter enclosures shall conform with the standards and specifications of the applicable utility companies.
3. All utility meter enclosures shall conform with the standards and specifications of the applicable utility companies.
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Sage Hen Hollow
Improvement Plans
Building Sections

PROJECT NO.:
DESIGNED BY: NAME
DRAWN BY: NAME
DATE: DATE
REVISIONS:

DATE: May 25, 2021
SHEET NUMBER: E-4

NOTE: UTILITIES SHOWN AT THE BOTTOM ARE INTENDED TO BE LOCATED UNDER THE LOT LINE. ALL UTILITIES UNDER THE LOT LINE ARE TO BE LOCATED UNDER THE LOT LINE. ALL UTILITIES UNDER THE LOT LINE ARE TO BE LOCATED UNDER THE LOT LINE.

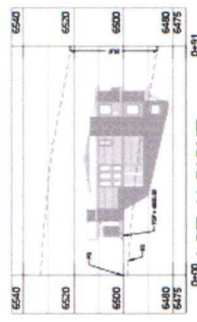
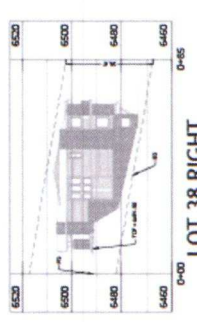
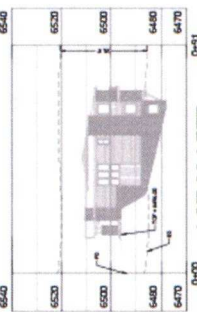
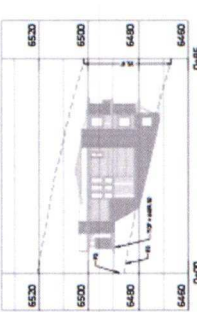
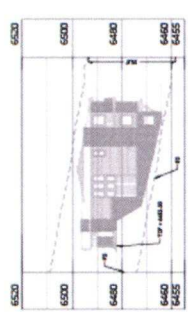
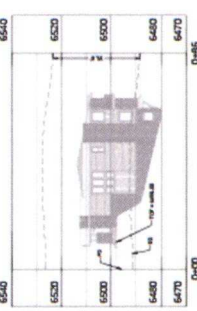
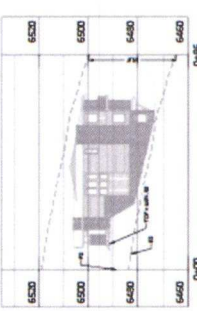
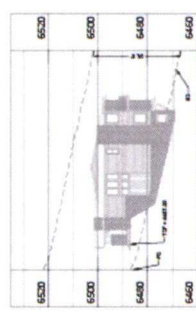
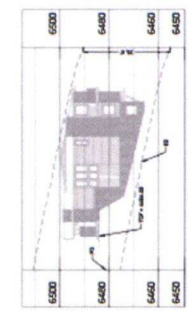
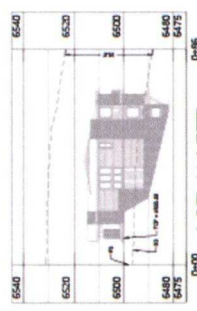
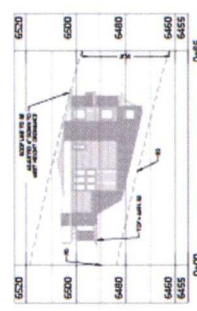
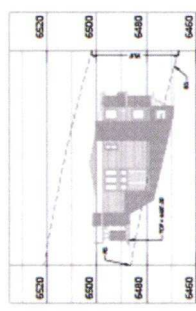
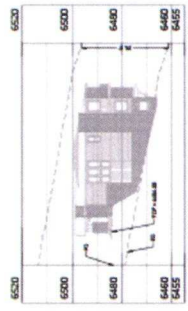
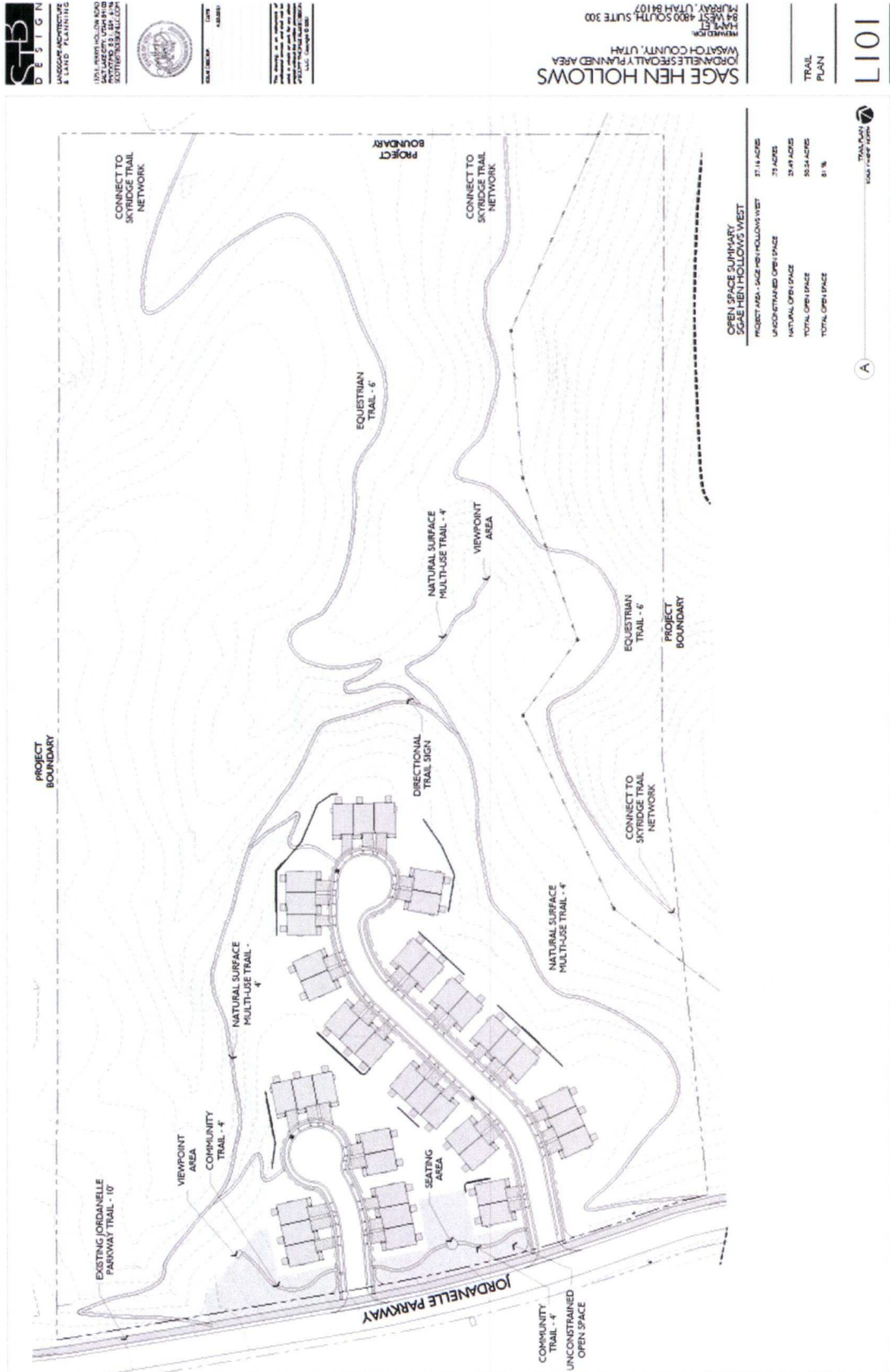


Exhibit G – Landscape Plans





1345 WINDLORN AVENUE
SALT LAKE CITY, UT 84119
PHONE: 801.488.1400
WWW.STBDDESIGN.COM



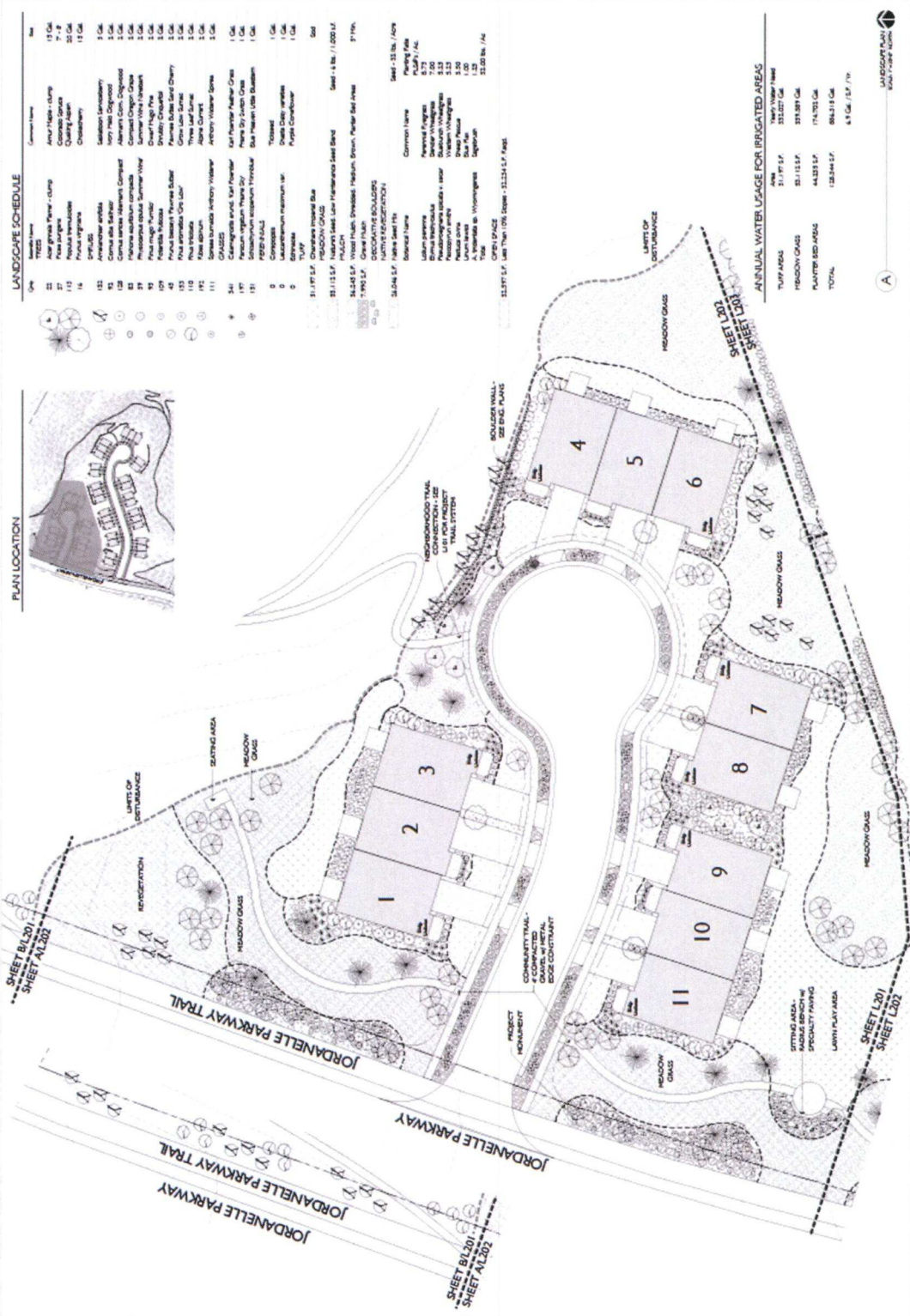
3/28/2020 11:00 AM
482000

PROJECT: SAGE HEN HOLLOW
SHEET: L201
DATE: 3/28/2020

SAGE HEN HOLLOW
SPECIAL PLANNED AREA
CORANVILLE SPECIAL PLANNED AREA
WASATCH COUNTY, UTAH
394 WEST 1400 SOUTH, SUITE 300
SALT LAKE CITY, UTAH 84107

LANDSCAPE PLAN

L201



LANDSCAPE SCHEDULE

Qty	Symbol	Plant Name	Comments	Size
13	(Symbol)	Blue grass (Perennial)	13 GA	13 GA
14	(Symbol)	Blue grass (Perennial)	14 GA	14 GA
15	(Symbol)	Blue grass (Perennial)	15 GA	15 GA
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98	(Symbol)	Blue grass (Perennial)	98 GA	98 GA
99	(Symbol)	Blue grass (Perennial)	99 GA	99 GA
100	(Symbol)	Blue grass (Perennial)	100 GA	100 GA



LANDSCAPE ARCHITECTURE
PLANNING



100 S. MAIN ST., SUITE 200
SALT LAKE CITY, UTAH 84102
PHONE: 325.4444
WWW.STBDDESIGN.COM

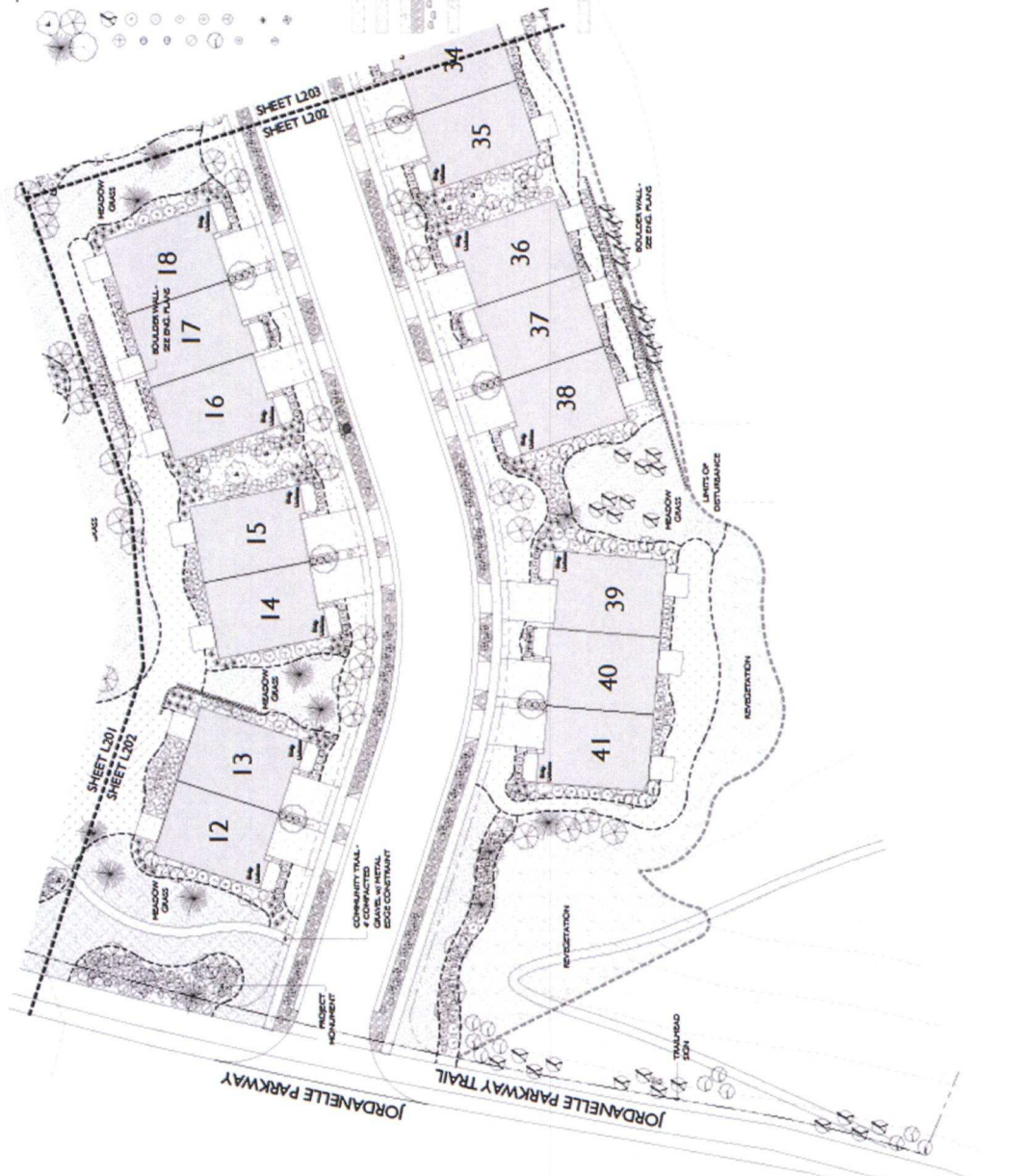
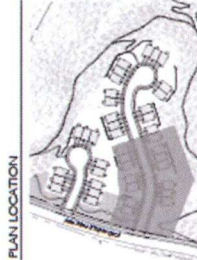
SAGE HEN HOLLOW
JORDANLE SPECIAL PLANNED AREA
KANE COUNTY, UTAH
PROJECT NO. 1400 SOUTH, SUITE 300
SALT LAKE CITY, UTAH 84102

LANDSCAPE
PLAN

L202

LANDSCAPE SCHEDULE

Item	Quantity	Common Name	Size
13	13 Gal	Amur Maple - Shrub	13 Gal
7	7-8"	Colorado Spruce	7-8"
14	14 Gal	Prunella virginiana	14 Gal
15	15 Gal	Salix purpurea	15 Gal
16	16 Gal	Amur Maple - Shrub	16 Gal
17	17 Gal	Amur Maple - Shrub	17 Gal
18	18 Gal	Amur Maple - Shrub	18 Gal
19	19 Gal	Amur Maple - Shrub	19 Gal
20	20 Gal	Amur Maple - Shrub	20 Gal
21	21 Gal	Amur Maple - Shrub	21 Gal
22	22 Gal	Amur Maple - Shrub	22 Gal
23	23 Gal	Amur Maple - Shrub	23 Gal
24	24 Gal	Amur Maple - Shrub	24 Gal
25	25 Gal	Amur Maple - Shrub	25 Gal
26	26 Gal	Amur Maple - Shrub	26 Gal
27	27 Gal	Amur Maple - Shrub	27 Gal
28	28 Gal	Amur Maple - Shrub	28 Gal
29	29 Gal	Amur Maple - Shrub	29 Gal
30	30 Gal	Amur Maple - Shrub	30 Gal
31	31 Gal	Amur Maple - Shrub	31 Gal
32	32 Gal	Amur Maple - Shrub	32 Gal
33	33 Gal	Amur Maple - Shrub	33 Gal
34	34 Gal	Amur Maple - Shrub	34 Gal
35	35 Gal	Amur Maple - Shrub	35 Gal
36	36 Gal	Amur Maple - Shrub	36 Gal
37	37 Gal	Amur Maple - Shrub	37 Gal
38	38 Gal	Amur Maple - Shrub	38 Gal
39	39 Gal	Amur Maple - Shrub	39 Gal
40	40 Gal	Amur Maple - Shrub	40 Gal
41	41 Gal	Amur Maple - Shrub	41 Gal



LANDSCAPE PLAN
100-1000-0000

Wasatch County JSPA Planning Commission

Report of Action

01 July 2021

Commissioner Bill Redkey was present as Chair.

ITEM #3 – Hamlet Development Corporation requests Final Subdivision and Site Plan approval for Sage Hen Hollows, a proposed attached residential townhome development consisting of 41 lots on 37.16 acres located along the Jordanelle Parkway in Section 13, Township 2 South, Range 4 East in the Jordanelle Specially Planned Area (JSPA) with a Residential Single Family (RSF) land use designation. (DEV-4183; Austin Corry)

STAFF PRESENTATION

The Staff Report to the JSPA Planning Commission provides details of the facts of the case and the Staff's analysis, conclusions, and recommendations. Key points addressed in the Staff's presentation to the JSPA Planning Commission included the following:

APPLICANT AND PUBLIC COMMENT

Any comments received prior to completion of the Staff Report are addressed in the Staff Report to the JSPA Planning Commission. Key issues raised in written comments received subsequent to the Staff Report or public comment during the public hearing included the following:

- Michael Brodsky, applicant, stated they will be adding trees along the parkway to make sure the landscaping meets the theme that exists in the JSPA. An updated landscape plan will be sent to staff to include in the development agreement.
- Mr. Brodsky addressed a few other comments regarding how the plans satisfy code requirements.

JSPA PLANNING COMMISSION DISCUSSION

Key points discussed by the JSPA Planning Commission included the following:

- Commissioner Redkey asked if the County had plans of where the affordable housing project would be going. Mr. Corry responded of where a few projects were planned as part of agreements with earlier master plans, but noted that the fee-in-lieu right now is primarily being used for loan assistance programs and such. The County is searching to hire a full-time affordable housing director that would hopefully be able to focus more efforts toward getting project in.
- The Planning Commission discussed that the applicant has done well in responding to comments regarding the project and coordinating with neighboring property owners.

MOTION

Commissioner Redkey made a motion approve the application and adopt the findings and conditions from the staff report.

Commissioner Hendricks seconded the motion.

VOTE (6 TO 0)

Bill Redkey	<u>AYE</u>	NAY	ABSTAIN	Mark Hendricks	<u>AYE</u>	NAY	ABSTAIN
Ray Whitchurch	<u>AYE</u>	NAY	ABSTAIN	Peter Meuzelaar	<u>AYE</u>	NAY	ABSTAIN
Craig Hahn	<u>AYE</u>	NAY	ABSTAIN	Steve Issowits	<u>AYE</u>	NAY	ABSTAIN

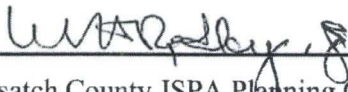
FINDINGS / BASIS OF JSPA PLANNING COMMISSION DETERMINATION

The motion includes facts of the case, analysis, conclusions and recommendations outlined in the Staff Report, with any changes noted; JSPA Planning Commission determination is generally consistent with the Staff analysis and determination.

1. The project area is 37.16 acres.
2. The proposal includes attached single-family housing of two- and three-unit townhome product.
3. The 41 ERU density being proposed is consistent with what was approved in the original master plan and preliminary plan and is consistent with the guidelines for approval found in the JSPA Plan Book.
4. The proposal includes a trail network throughout the property consistent with the intent of the JSPA and connections to both hiking and equestrian trails on adjacent properties are being satisfied.
5. The proposal includes undeveloped open space areas and improved open space areas to serve the various needs of the residents and visitors to the area.
6. The applicant has proffered a 10% fee-in-lieu as a Moderate Income Housing obligation, the fee would be \$114,800 for a 4.1 AUE obligation. The Housing Authority has approved this offer.
7. The Development Review Committee has reviewed the project and provided a favorable recommendation subject to conditions.

CONDITIONS

1. All issues raised by the DRC, as noted in the DRC report dated June 7, 2021, shall be resolved to the satisfaction of the applicable review department prior to plat recording or as otherwise applicable.
2. Open Space easements and ownership shall be granted and comply with WCC 16.21.06.
3. Final trail alignments shall be approved by the county-wide trail planner and county engineer consultant prior to construction.



Wasatch County JSPA Planning Commission - Chairman

The Staff Report is a part of the record of the decision of this item. Where findings of the JSPA Planning Commission differ from findings of Staff, those will be noted in this Report of Action. Official action of the JSPA Planning Commission on this item is subject to the approved minutes.

JSPA Planning Commission

1 July 2021

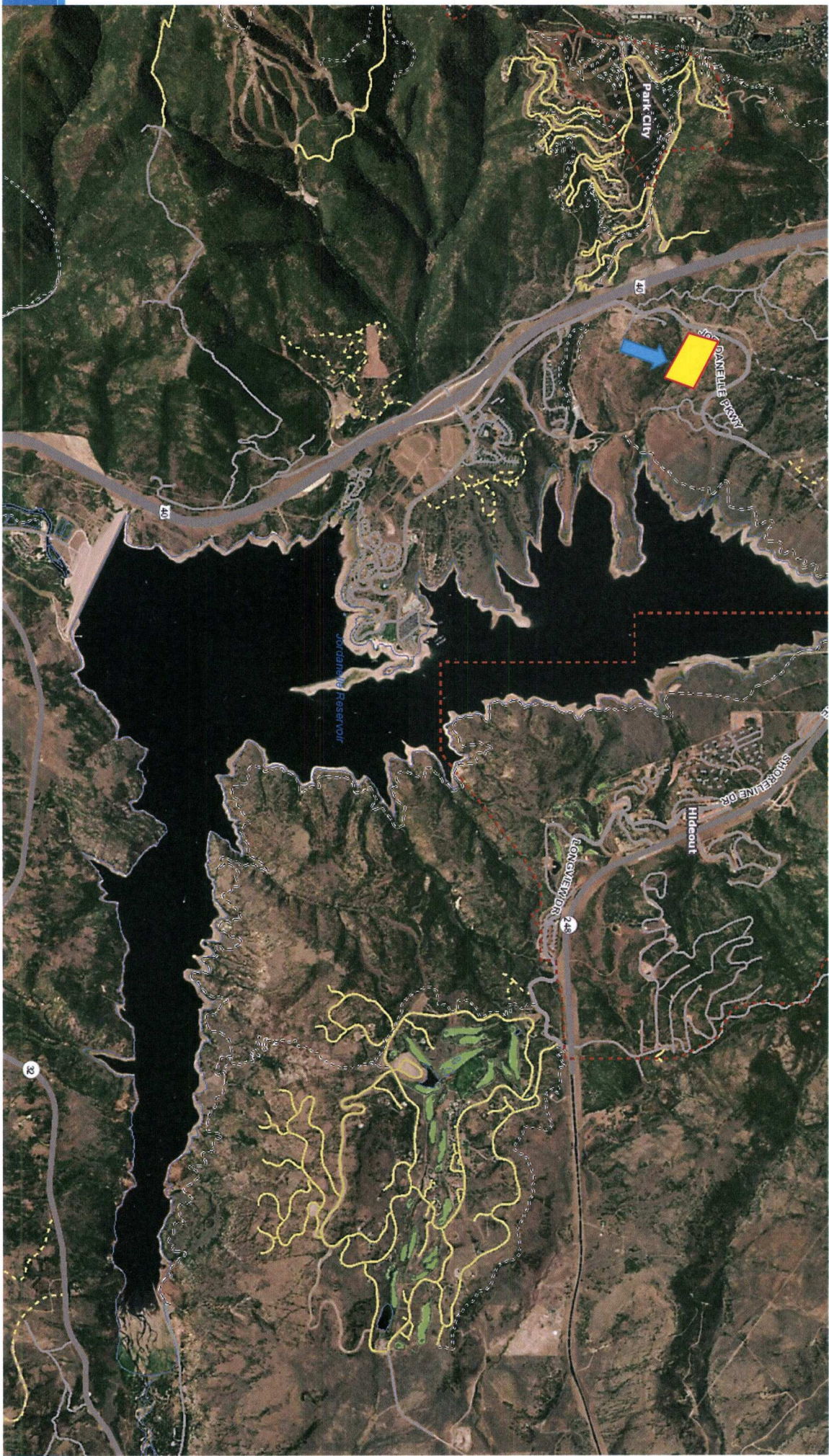


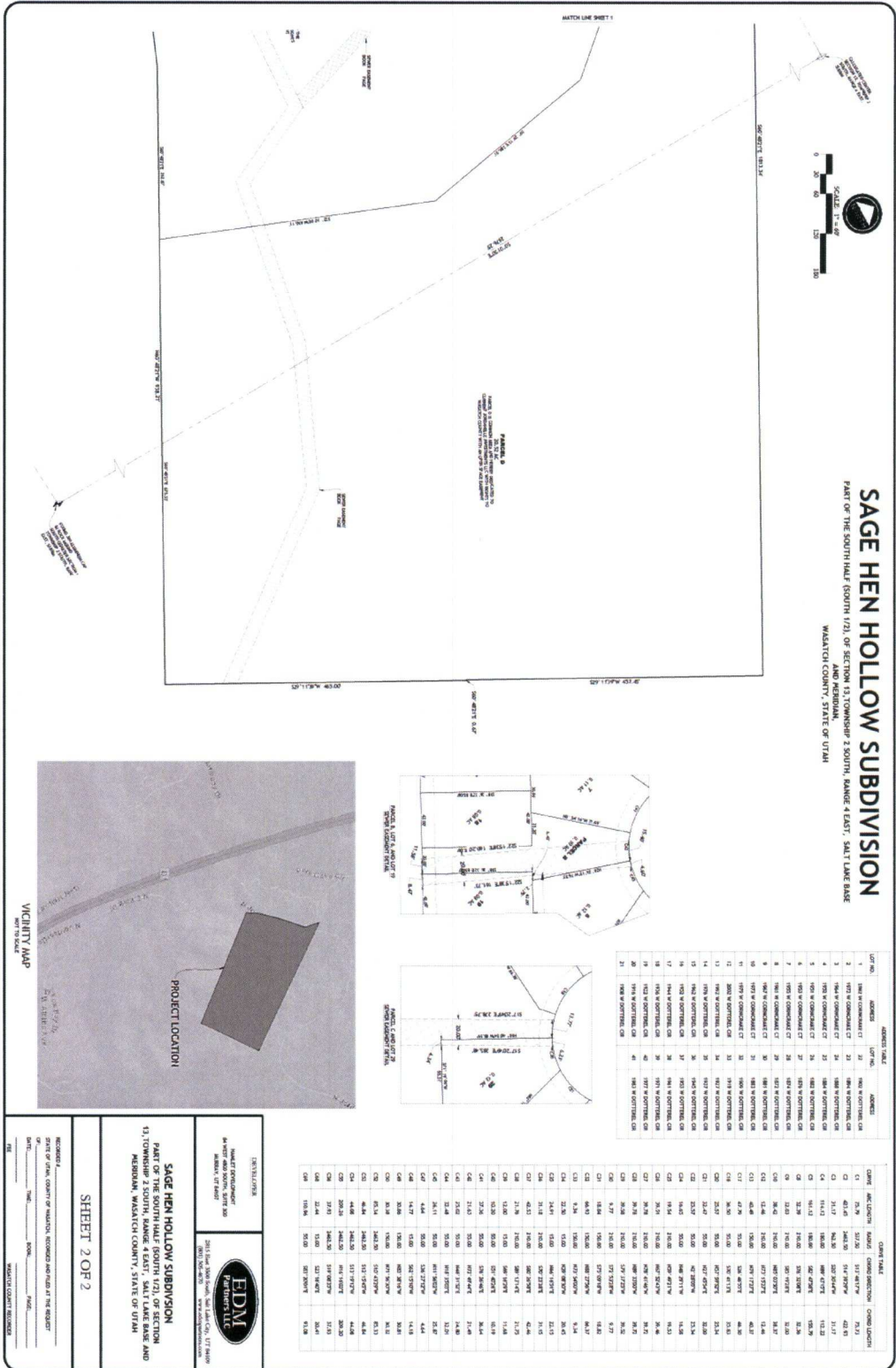
WASATCH COUNTY

Item 3

Hamlet Development Corporation requests Final Subdivision and Site Plan approval for Sage Hen Hollows, a proposed attached residential townhome development consisting of 41 lots on 37.16 acres located along the Jordanelle Parkway in Section 13, Township 2 South, Range 4 East in the Jordanelle Specially Planned Area (JSPA) with a Residential Single Family (RSF) land use designation. (DEV-4183; Austin Corry)

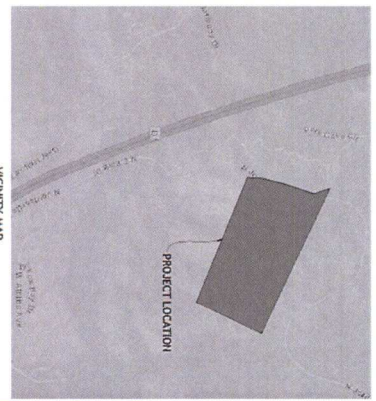
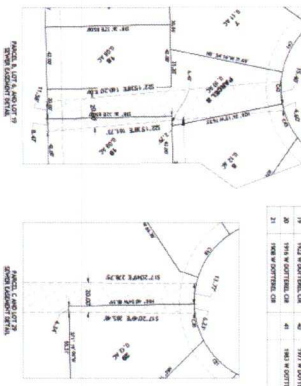






SAGE HEN HOLLOW SUBDIVISION
 PART OF THE SOUTH HALF (SOON) 1/21, OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN
 AND MERIDIAN
 WASHINGTON COUNTY, STATE OF UTAH

LOT NO.	ADDRESS	LOT NO.	ADDRESS
1	1810 W. SOUTHWEST CIRCLE	12	1810 W. SOUTHWEST CIRCLE
2	1810 W. SOUTHWEST CIRCLE	13	1810 W. SOUTHWEST CIRCLE
3	1810 W. SOUTHWEST CIRCLE	14	1810 W. SOUTHWEST CIRCLE
4	1810 W. SOUTHWEST CIRCLE	15	1810 W. SOUTHWEST CIRCLE
5	1810 W. SOUTHWEST CIRCLE	16	1810 W. SOUTHWEST CIRCLE
6	1810 W. SOUTHWEST CIRCLE	17	1810 W. SOUTHWEST CIRCLE
7	1810 W. SOUTHWEST CIRCLE	18	1810 W. SOUTHWEST CIRCLE
8	1810 W. SOUTHWEST CIRCLE	19	1810 W. SOUTHWEST CIRCLE
9	1810 W. SOUTHWEST CIRCLE	20	1810 W. SOUTHWEST CIRCLE
10	1810 W. SOUTHWEST CIRCLE	21	1810 W. SOUTHWEST CIRCLE



CHAIN	INCL. DISTANCE	MARKS	COORD. BEARING	COORD. LENGTH
C1	21.78	115	81° 17' 30"	71.31
C2	62.58	120	81° 17' 30"	42.81
C3	114.12	125	81° 17' 30"	112.32
C4	165.66	130	81° 17' 30"	181.83
C5	217.20	135	81° 17' 30"	251.34
C6	268.74	140	81° 17' 30"	320.85
C7	320.28	145	81° 17' 30"	390.36
C8	371.82	150	81° 17' 30"	459.87
C9	423.36	155	81° 17' 30"	529.38
C10	474.90	160	81° 17' 30"	598.89
C11	526.44	165	81° 17' 30"	668.40
C12	577.98	170	81° 17' 30"	737.91
C13	629.52	175	81° 17' 30"	807.42
C14	681.06	180	81° 17' 30"	876.93
C15	732.60	185	81° 17' 30"	946.44
C16	784.14	190	81° 17' 30"	1015.95
C17	835.68	195	81° 17' 30"	1085.46
C18	887.22	200	81° 17' 30"	1154.97
C19	938.76	205	81° 17' 30"	1224.48
C20	990.30	210	81° 17' 30"	1293.99
C21	1041.84	215	81° 17' 30"	1363.50
C22	1093.38	220	81° 17' 30"	1433.01
C23	1144.92	225	81° 17' 30"	1502.52
C24	1196.46	230	81° 17' 30"	1572.03
C25	1248.00	235	81° 17' 30"	1641.54
C26	1299.54	240	81° 17' 30"	1711.05
C27	1351.08	245	81° 17' 30"	1780.56
C28	1402.62	250	81° 17' 30"	1850.07
C29	1454.16	255	81° 17' 30"	1919.58
C30	1505.70	260	81° 17' 30"	1989.09
C31	1557.24	265	81° 17' 30"	2058.60
C32	1608.78	270	81° 17' 30"	2128.11
C33	1660.32	275	81° 17' 30"	2197.62
C34	1711.86	280	81° 17' 30"	2267.13
C35	1763.40	285	81° 17' 30"	2336.64
C36	1814.94	290	81° 17' 30"	2406.15
C37	1866.48	295	81° 17' 30"	2475.66
C38	1918.02	300	81° 17' 30"	2545.17
C39	1969.56	305	81° 17' 30"	2614.68
C40	2021.10	310	81° 17' 30"	2684.19
C41	2072.64	315	81° 17' 30"	2753.70
C42	2124.18	320	81° 17' 30"	2823.21
C43	2175.72	325	81° 17' 30"	2892.72
C44	2227.26	330	81° 17' 30"	2962.23
C45	2278.80	335	81° 17' 30"	3031.74
C46	2330.34	340	81° 17' 30"	3101.25
C47	2381.88	345	81° 17' 30"	3170.76
C48	2433.42	350	81° 17' 30"	3240.27
C49	2484.96	355	81° 17' 30"	3309.78
C50	2536.50	360	81° 17' 30"	3379.29
C51	2588.04	365	81° 17' 30"	3448.80
C52	2639.58	370	81° 17' 30"	3518.31
C53	2691.12	375	81° 17' 30"	3587.82
C54	2742.66	380	81° 17' 30"	3657.33
C55	2794.20	385	81° 17' 30"	3726.84
C56	2845.74	390	81° 17' 30"	3796.35
C57	2897.28	395	81° 17' 30"	3865.86
C58	2948.82	400	81° 17' 30"	3935.37
C59	3000.36	405	81° 17' 30"	4004.88
C60	3051.90	410	81° 17' 30"	4074.39
C61	3103.44	415	81° 17' 30"	4143.90
C62	3154.98	420	81° 17' 30"	4213.41
C63	3206.52	425	81° 17' 30"	4282.92
C64	3258.06	430	81° 17' 30"	4352.43
C65	3309.60	435	81° 17' 30"	4421.94
C66	3361.14	440	81° 17' 30"	4491.45
C67	3412.68	445	81° 17' 30"	4560.96
C68	3464.22	450	81° 17' 30"	4630.47
C69	3515.76	455	81° 17' 30"	4700.00
C70	3567.30	460	81° 17' 30"	4769.51
C71	3618.84	465	81° 17' 30"	4839.02
C72	3670.38	470	81° 17' 30"	4908.53
C73	3721.92	475	81° 17' 30"	4978.04
C74	3773.46	480	81° 17' 30"	5047.55
C75	3825.00	485	81° 17' 30"	5117.06
C76	3876.54	490	81° 17' 30"	5186.57
C77	3928.08	495	81° 17' 30"	5256.08
C78	3979.62	500	81° 17' 30"	5325.59
C79	4031.16	505	81° 17' 30"	5395.10
C80	4082.70	510	81° 17' 30"	5464.61
C81	4134.24	515	81° 17' 30"	5534.12
C82	4185.78	520	81° 17' 30"	5603.63
C83	4237.32	525	81° 17' 30"	5673.14
C84	4288.86	530	81° 17' 30"	5742.65
C85	4340.40	535	81° 17' 30"	5812.16
C86	4391.94	540	81° 17' 30"	5881.67
C87	4443.48	545	81° 17' 30"	5951.18
C88	4495.02	550	81° 17' 30"	6020.69
C89	4546.56	555	81° 17' 30"	6090.20
C90	4598.10	560	81° 17' 30"	6159.71
C91	4649.64	565	81° 17' 30"	6229.22
C92	4701.18	570	81° 17' 30"	6298.73
C93	4752.72	575	81° 17' 30"	6368.24
C94	4804.26	580	81° 17' 30"	6437.75
C95	4855.80	585	81° 17' 30"	6507.26
C96	4907.34	590	81° 17' 30"	6576.77
C97	4958.88	595	81° 17' 30"	6646.28
C98	5010.42	600	81° 17' 30"	6715.79
C99	5061.96	605	81° 17' 30"	6785.30
C100	5113.50	610	81° 17' 30"	6854.81

EDM ENGINEERS & ARCHITECTS
 2021 East 1000 South, Salt Lake City, UT 84143
 (801) 466-1111

SAGE HEN HOLLOW SUBDIVISION
 PART OF THE SOUTH HALF (SOON) 1/21, OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MERIDIAN, WASHINGTON COUNTY, STATE OF UTAH

SHEET 2 OF 2

RECORDED IN THE COUNTY OF WASHINGTON, STATE OF UTAH, BOOK _____, PAGE _____

DESIGN REVIEW COMMITTEE COMMENTS (DRC)

PROJECT ID: DEV-4183 VESTING DATE: 4/28/2021
 PROJECT NAME: FINAL SUB - SAGE HEN HOLLOWLS REVIEW CYCLE #: 2

Project comments have been collected from reviewers and compiled for your reference below. Please review the comments and provide revised plans/documents if necessary. Resubmittals must include a plan review response letter outlining where requested changes and corrections can be found. Failure to provide such a letter will result in the project being returned to you.

When uploading revisions please name your documents exactly the same as it was previously uploaded. This way we can track revisions. Please do not delete documents and then upload new ones.

Once you have addressed all of your items and successfully uploaded your revisions, be sure to re-submit your project for review. Resubmittal must be made through the portal in order to receive official review. Projects requiring Planning Commission approvals or recommendations will not be placed on a planning commission agenda until all DRC reviewers have recommended the item to move forward.

REVIEW CYCLE – REVIEWING ENTITY’S RECOMMENDATIONS

Entity	Recommendation
ASR - Administration	Approved
DRC - Public Works Dept	Approved
DRC - Weed Dept	Approved
DRC - Fire SSD	Approved
DRC - Sheriff Office	Approved
INT - GIS Dept	Approved
SUR - Administration	Approved
DRC - Manager Office	Approved
EXT - MAG Regional Trail Planner	Approved
DRC - Health Dept	Approved
BID - Administration	Approved
DRC - SSA 1 Water	Approved
DRC - Jordanelle SSD	Approved
DRC - Affordable Housing Office	No Action Taken
REC - Administration	No Action Taken
PLN - Planners	Approved
DRC - Engineering Dept	Approved

Approved = Reviewing entity recommends the project move forward to a Planning Commission meeting. Any open comments will need to be resolved before final approval.
Changes Required = Reviewing entity has identified an issue(s) that needs to be resolved before recommending the project move forward to a Planning Commission meeting.
No Action = Reviewing entity has not taken any action for the review cycle.

Project ID: DEV-4183 – Wasatch County Project DRC Comments - June 7, 2021 Page 1 of 4

DRC-PLN9	Letters	contingent on obtaining a will-serve.
SPL - Site Plan	Only 2 feet of projection in the sideyard is permitted per WCC 16.21.21. Either 6" will need to be taken from the side or the lots will need to be extended another 6" out.	

OVERALL PROJECT COMMENTS

DRC Project Comments

Comment ID	Entity	Comment
DRC-ENG4	DRC - Jordanelle	Detailed plan review comments are to be coordinated and
DRC-SSD1	SSD	addressed with TCSSD review engineer.

PROJECT DOCUMENT SHEET COMMENTS BY REVIEWING ENTITY

DRC - Engineering Dept	Sheet Name	Comment
DRC-ENG4	12 - Landscape & Irrigation Plans	The lower 4' multi use trail can not cut the 2:1 slope where it comes up onto the Jordanelle Parkway unless retained some how. This trail also is crossing the dirt access road down to JSSD sewer manholes.
DRC-ENG12	05a - Retaining Wall Design (Geotech)	I had concerns of the small retaining walls. The design shows no toe bury plus the walls are located very close to the back of the buildings. For this reason I had the county's geotechnical review engineer to provide comments. See attached review letter and provide changes or address comments.
DRC-ENG13	12 - Landscape & Irrigation Plans	I realize there are few options to the into the Parkway. I don't see the note as described in the response letter. A single note will not be good enough. Where you show the trail coming up onto the Parkway on the north and south side of the proposed development you need to define more clearly how this will be handled. I will allow but will not stamp the construction drawings without it.
DRC-ENG14	01 - Cover Sheet	Need to state in the general notes the work will be completed per the hierarchy below. This is also defines in the code.
DRC-ENG15	10 - Street Plan	134 Title 14 of the code 2nd latest version of APWA 3rd UDOT standards The construction plan set will need detail sheets. Need details for curb and gutter and sidewalk. By code sidewalk needs to be 5" thick. Need to include the rock wall design in the plan set so the inspectors and contractor do not need to go through a geotechnical report to find the design. Ultimately I am assuming you will be the engineer of record. To finalize the project you will have to sign off that the project was built per the approved plans and any approved changes.

DRC - Planning Dept

Comment ID	Sheet Name	Comment
DRC-PLN4	02a - Plat	Parcel D needs the same open space easement in favor of Wasatch County as all other open space in the development.
DRC-PLN8	13 - Will Serve	JSSD feasibility letter is not a will-serve. Final approval is

Project ID: DEV-4183 – Wasatch County Project DRC Comments - June 7, 2021 Page 2 of 4



	HARDIE BOARD - ARTISAN SERIES
	ROUGH SAWN - PRIMED AND PAINTED TO MATCH CABOT STAIN - AUSTRALIAN TIMBER OIL - AMBERWOOD
	HARDIE BOARD - ARTISAN SERIES
	ROUGH SAWN - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 6847 EVERGREENS
	FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH SHERWIN WILLIAMS SW 6892 INKWEIL
	GARAGE DOOR - CLOPNY - MODERN SERIES - PLANK WITH LONG WINDOWS - SIDE PER ELEVATION - WOOD GRAIN - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 6892 - INKWEIL
	ENTRY DOOR - THERMA TRU - PULSF SERIES - 4-PANEL - PRIMED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 6892 - INKWEIL
	ROOF - CEFRANTED PREMIUM SHINGLES - PRESIDENTIAL SUPERIOR GRADE ASPHALT SHINGLES
	NATURAL STONE VENEER - CASCADE ASHLAR BY SOLSTICE STONE (ON APPROVED EQUAL)

ROOF OVERHANGS
 TYPICAL EAVE 2'-0"
 TYPICAL RAKE 2'-0"
 48% LINEAR GARAGE FRONTAGE
 31% STONE - TOTAL BUILDING

*NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER
 Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



SAGE HEN
 JORDANELLE SPECIALLY PLANNED AREA

HAVEN DUPLEX - STREET VIEW
 1/4" = 1'-0"
 04.16.2021 | A4





ROOF OVERHANGS

TYPICAL EAVE 2'-0"

TYPICAL RAKE 2'-0"

48% LINEAR GARAGE FRONTAGE

3 1/4" STONE - TOTAL BUILDING

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and print settings.

JORDAN ARCHITECTURE, LLC



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

HAVEN DUPLEX - REAR VIEW
04.16.2021 | A5





	HARDIE BOARD - ARTISAN SERIES - ROUGH SAWN - PAINTED AND PAINTED TO MATCH CABOT STAIN - AUSTRALIAN TIMBER OIL - NATURAL
	HARDIE BOARD - ARTISAN SERIES - ROUGH SAWN - PAINTED AND PAINTED TO MATCH SHERWIN-WILLIAMS SW 7024 PEPPERCORN
	FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH SHERWIN-WILLIAMS SW 7024 PEPPERCORN
	GARAGE DOOR - CLOPVY - ALUMINIUM - OBSOURE GLASS
	ENTRY DOOR - THERMATRU - POLICE SERIES - 4 PANEL - PAINTED TO MATCH SHERWIN-WILLIAMS SW 7024 PEPPERCORN
	ROOF - CERTANTID - PREMIUM SHINGLES - RESIDENTIAL SUPERIOR GRADE ASPHALT SHINGLES
	NATURAL STONE VENEER - MOOSE MOUNTAIN BY SOL STONE (ON APPROVED EQUAL)

Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and print settings.



LEFT SIDE

ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"
45% LINEAR GARAGE FRONTAGE
3% STONE - TOTAL BUILDING

*NOTE: STONE TO BE NATURAL STONE WITH ADHERED VENEER



SOCIAL
design | a b

SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON DUPLEX - STREET VIEW
1/4" = 1'-0"
04.16.2021 | A16





Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and print settings.



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designlab

SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON DUPLEX - REAR VIEW
04.16.2021 | A17

*NOTE: STONE TO BE NATURAL, STONE FINISH/SHEDD VENEER

ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL BAYE 2'-0"

40% LINCOLN GRANITE FINISHFACE
3/8" STONE - TOTAL BUILDING





	HARDIE BOARD - ARTISAN SERIES
	ROUGH SAWN - PAINTED AND PAINTED TO MATCH CAROL SWAIN - AUSTRIAN TIMBER OIL - NATURAL
	HARDIE BOARD - ARTISAN SERIES
	ROUGH SAWN - PAINTED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 7074 PEPPERCOGN
	FASCIA & TRIM BOARDS - ROUGH SAWN - PAINTED TO MATCH SHERWIN WILLIAMS SW 7074 PEPPERCOGN
	GARAGE DOOR - CLOUWY - AVANTI - ALUMINUM - OBSCURE GLASS
	ENTRY DOOR - THERMA TRUL - PALISE SERIES - 4 - PANEL - PAINTED AND PAINTED TO MATCH SHERWIN WILLIAMS SW 7074 PEPPERCOGN
	ROOF - CERTANTO PREMIUM SHINGLES - PRESIDENTIAL SUPERIOR ORANGE ASPHALT SHINGLES
	NATURAL STONE - VENEER - MANSER - MOUNTAIN - IN-SITU STONE (OR APPROVED EQUAL)



RIGHT SIDE

* NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

ROOF OVERHANGS	2'-0"
TYPICAL EAVE	2'-0"
TYPICAL BAYE	2'-0"
40% LINCOLN DAMAGED FRONTAGE	
3 1/2" STONE - TOTAL BUILDING	



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON TRIPLEX - STREET VIEW
1/4" = 1'-0"
04.16.2021 | A20





Disclaimer: Drawings are for conceptual purposes only and can not be used for construction. Colors may vary by printer and printer settings.



SAGE HEN
JORDANELLE SPECIALLY PLANNED AREA

LUXTON TRIPLEX - REAR VIEW
04.16.2021 | A21

*NOTE: STONE TO BE NATURAL STONE THIN ADHERED VENEER

ROOF OVERHANGS
TYPICAL EAVE 2'-0"
TYPICAL RAKE 2'-0"
40% LINCOLN GRANITE THROUGH
3/8" STONE - TOTAL BUILDING



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NOTE: THIS DEVELOPMENT IS SUBJECT TO THE CITY OF EDM'S ZONING BY-LAW, THE CITY OF EDM'S DEVELOPMENT BY-LAW, AND THE CITY OF EDM'S SUBDIVISION BY-LAW. THE CITY OF EDM'S ZONING BY-LAW, THE CITY OF EDM'S DEVELOPMENT BY-LAW, AND THE CITY OF EDM'S SUBDIVISION BY-LAW ARE AVAILABLE FOR REVIEW AT THE OFFICE OF THE CITY CLERK, 1000 10TH AVENUE, EDMONTON, ALBERTA T6C 0G8.

EDM Partners

3011 West 100th Street, Unit 100, EDMONTON, ALBERTA T5H 2E9
 (403) 243-4673 www.edmpartners.com

SCALE: 1" = 20'

DATE: 10/11/11

PROJECT: **Sage Hen Hollow Improvement Plans**
 Holdings: Section 30

PROJECT NO: 11-001
 DRAWING NO: 11-001-01

DATE: MAY 25, 2011

PROJECT ENGINEER: **E-2**

HAMLETT DEVELOPMENT

1. All survey work shall be done in accordance with the Survey Act and the Survey Regulations.

2. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

3. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

4. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

5. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

6. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

7. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

8. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

9. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

10. All utility lines shown on this plan are assumed to be in accordance with the City of Edmonton's Utility By-Law.

1:1 Scale Plan of EDM Partners, The plan of the Sage Hen Hollow Improvement Plans



NOTE: THE DIMENSIONS OF THE HOUSE ARE LISTED TO THE RIGHT OF EACH LOT. ALL DIMENSIONS ARE TO THE CENTER OF THE HOUSE UNLESS OTHERWISE NOTED. THE DIMENSIONS OF THE HOUSE ARE LISTED TO THE RIGHT OF EACH LOT.

EDM Partners

3801 South 20th Street, Suite 100
 Phoenix, AZ 85024
 Phone: 602.998.8811

SCALE: 1" = 32'

CUSTOMER: Hamlet Development

PROJECT: Sage Hen Hollow Improvement Plans Building Services

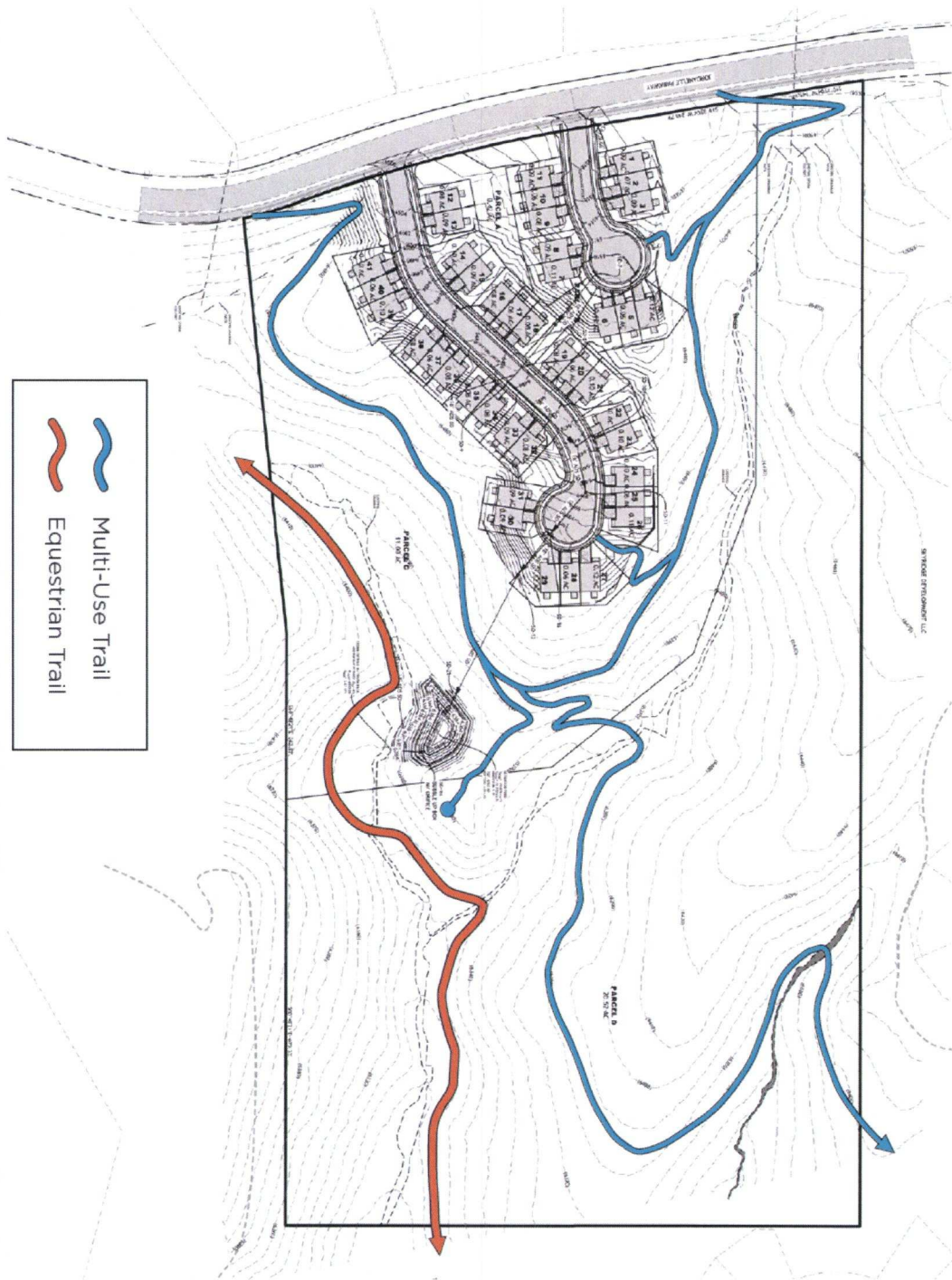
PROJECT NO: 2018-001
 PREPARED BY: EDM
 APPROVED BY: EDM
 DATE: MAR 25, 2018

DATE: MAR 25, 2018

SHEET NUMBER: E-4

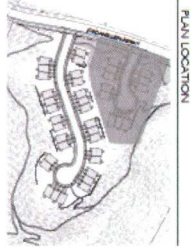
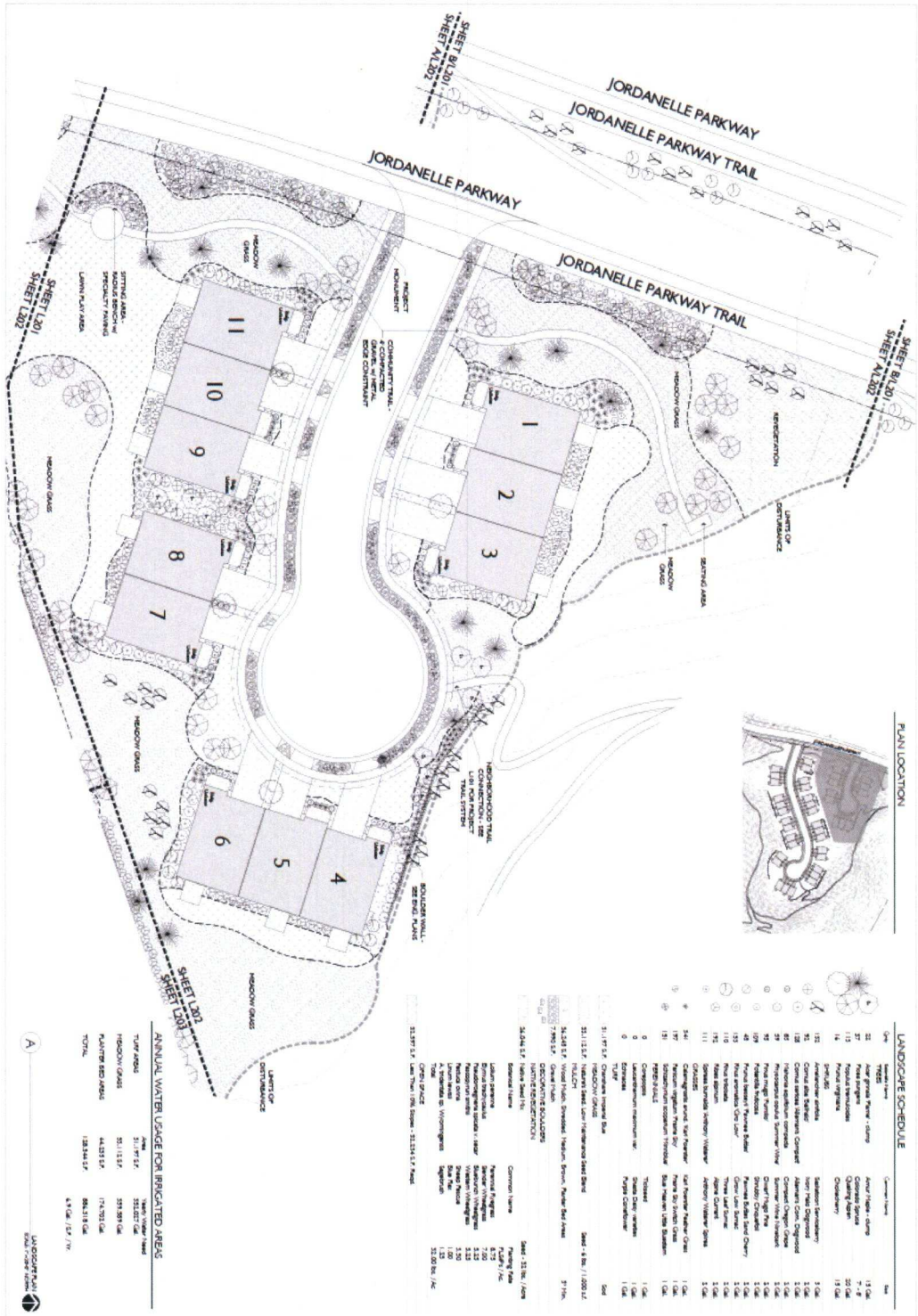
NOTES:

1. THE DIMENSIONS OF THE HOUSE ARE LISTED TO THE RIGHT OF EACH LOT. ALL DIMENSIONS ARE TO THE CENTER OF THE HOUSE UNLESS OTHERWISE NOTED. THE DIMENSIONS OF THE HOUSE ARE LISTED TO THE RIGHT OF EACH LOT.
2. THE DIMENSIONS OF THE HOUSE ARE LISTED TO THE RIGHT OF EACH LOT. ALL DIMENSIONS ARE TO THE CENTER OF THE HOUSE UNLESS OTHERWISE NOTED. THE DIMENSIONS OF THE HOUSE ARE LISTED TO THE RIGHT OF EACH LOT.
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Multi-Use Trail
Equestrian Trail





LANDSCAPE SCHEDULE

Code	Quantity	Description	Plant Name	Size	Notes
1	1	Large tree	Quercus agrifolia	18-24"	
2	1	Medium tree	Quercus agrifolia	12-18"	
3	1	Small tree	Quercus agrifolia	8-12"	
4	1	Shrub	Quercus agrifolia	6-8"	
5	1	Shrub	Quercus agrifolia	4-6"	
6	1	Shrub	Quercus agrifolia	3-4"	
7	1	Shrub	Quercus agrifolia	2-3"	
8	1	Shrub	Quercus agrifolia	1-2"	
9	1	Shrub	Quercus agrifolia	1-2"	
10	1	Shrub	Quercus agrifolia	1-2"	
11	1	Shrub	Quercus agrifolia	1-2"	
12	1	Shrub	Quercus agrifolia	1-2"	
13	1	Shrub	Quercus agrifolia	1-2"	
14	1	Shrub	Quercus agrifolia	1-2"	
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81	1	Shrub	Quercus agrifolia	1-2"	
82	1	Shrub	Quercus agrifolia	1-2"	
83	1	Shrub	Quercus agrifolia	1-2"	
84	1	Shrub	Quercus agrifolia	1-2"	
85	1	Shrub	Quercus agrifolia	1-2"	
86	1	Shrub	Quercus agrifolia	1-2"	
87	1	Shrub	Quercus agrifolia	1-2"	
88	1	Shrub	Quercus agrifolia	1-2"	
89	1	Shrub	Quercus agrifolia	1-2"	
90	1	Shrub	Quercus agrifolia	1-2"	
91	1	Shrub	Quercus agrifolia	1-2"	
92	1	Shrub	Quercus agrifolia	1-2"	
93	1	Shrub	Quercus agrifolia	1-2"	
94	1	Shrub	Quercus agrifolia	1-2"	
95	1	Shrub	Quercus agrifolia	1-2"	
96	1	Shrub	Quercus agrifolia	1-2"	
97	1	Shrub	Quercus agrifolia	1-2"	
98	1	Shrub	Quercus agrifolia	1-2"	
99	1	Shrub	Quercus agrifolia	1-2"	
100	1	Shrub	Quercus agrifolia	1-2"	

ANNUAL WATER USAGE FOR INDICATED AREAS

Area	Area (sq ft)	Water Usage (gallons)
TOTAL AREAS	21,115.17	252,277.04
HEDGE AREAS	21,115.17	252,277.04
PLANTING BED AREAS	44,230.34	174,354.08
TOTAL	128,345.85	1,641,185.20

SAGE HEN HOLLOW
 JORDANELLE SPECIALLY PLANNED AREA
 WASATCH COUNTY, UTAH

LANDSCAPE PLAN
 L201

1201

4800 SOUTH, SUITE 300
 TURKEY, UTAH 84107

STB DESIGN

UNIVERSITY OF UTAH

1201

Applicant has agreed to add trees to the plantings along the parkway

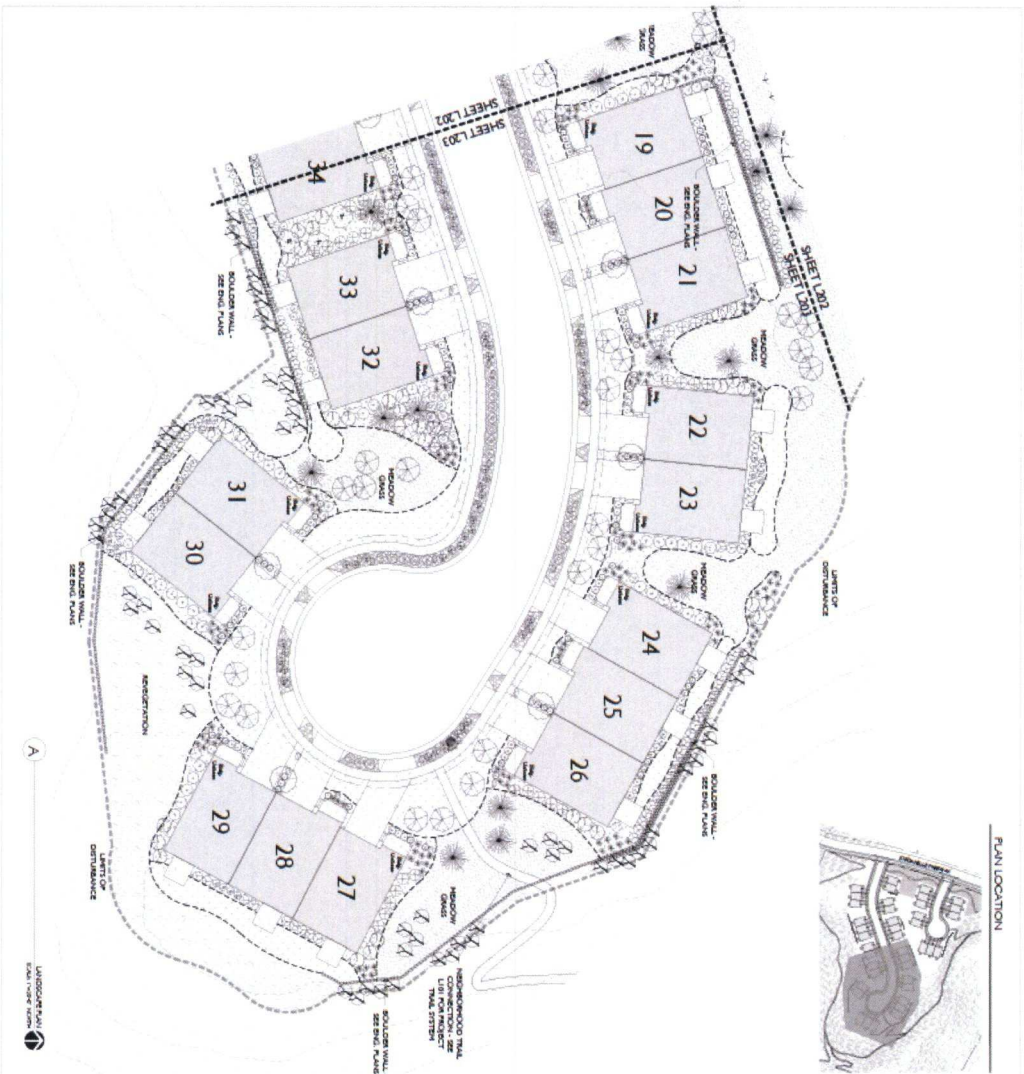


SAGE HEN HOLLOWES
 JORDANELLE SPECIALLY PLANNED AREA
 WASATCH COUNTY, UTAH

1515 S. GARDEN BLVD.
 SUITE 100
 MURKAT, UTAH 84107

STB DESIGN
 LANDSCAPE ARCHITECTURE

LANDSCAPE PLAN
L202



LANDSCAPE SCHEDULE

NO.	ITEMS	QUANTITY	UNIT
1	Plant 1/2" Caliper	14,500	PLANT
2	Plant 1/2" Caliper	7,500	PLANT
3	Plant 1/2" Caliper	30,000	PLANT
4	Plant 1/2" Caliper	1,000	PLANT
5	Plant 1/2" Caliper	1,000	PLANT
6	Plant 1/2" Caliper	1,000	PLANT
7	Plant 1/2" Caliper	1,000	PLANT
8	Plant 1/2" Caliper	1,000	PLANT
9	Plant 1/2" Caliper	1,000	PLANT
10	Plant 1/2" Caliper	1,000	PLANT
11	Plant 1/2" Caliper	1,000	PLANT
12	Plant 1/2" Caliper	1,000	PLANT
13	Plant 1/2" Caliper	1,000	PLANT
14	Plant 1/2" Caliper	1,000	PLANT
15	Plant 1/2" Caliper	1,000	PLANT
16	Plant 1/2" Caliper	1,000	PLANT
17	Plant 1/2" Caliper	1,000	PLANT
18	Plant 1/2" Caliper	1,000	PLANT
19	Plant 1/2" Caliper	1,000	PLANT
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22	Plant 1/2" Caliper	1,000	PLANT
23	Plant 1/2" Caliper	1,000	PLANT
24	Plant 1/2" Caliper	1,000	PLANT
25	Plant 1/2" Caliper	1,000	PLANT
26	Plant 1/2" Caliper	1,000	PLANT
27	Plant 1/2" Caliper	1,000	PLANT
28	Plant 1/2" Caliper	1,000	PLANT
29	Plant 1/2" Caliper	1,000	PLANT
30	Plant 1/2" Caliper	1,000	PLANT
31	Plant 1/2" Caliper	1,000	PLANT
32	Plant 1/2" Caliper	1,000	PLANT
33	Plant 1/2" Caliper	1,000	PLANT
34	Plant 1/2" Caliper	1,000	PLANT

LANDSCAPE GENERAL NOTES

1. Contractor shall verify and verify the location of all utility lines prior to construction.
2. Do not disturb existing conditions unless specifically noted on the plan.
3. All plantings shall be installed in accordance with the specifications and schedule on the plan.
4. All plantings shall be installed in accordance with the specifications and schedule on the plan.
5. The contractor shall be responsible for the maintenance of the landscape during construction.
6. All plantings shall be installed in accordance with the specifications and schedule on the plan.
7. All plantings shall be installed in accordance with the specifications and schedule on the plan.
8. The contractor shall be responsible for the maintenance of the landscape during construction.
9. All plantings shall be installed in accordance with the specifications and schedule on the plan.
10. All plantings shall be installed in accordance with the specifications and schedule on the plan.
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19. All plantings shall be installed in accordance with the specifications and schedule on the plan.
20. All plantings shall be installed in accordance with the specifications and schedule on the plan.

SAGE HEN HOLLOW
 JORDANVILLE SPECIALLY PLANNED AREA
 WASATCH COUNTY, UTAH

PREPARED BY:
 HANLEY & HANLEY
 4800 SOUTH SUITE 300
 SALT LAKE CITY, UTAH 84107

LANDSCAPE PLAN
 L203

STB DESIGN

1011 S. 1000 E. SUITE 100
 SALT LAKE CITY, UT 84143
 (801) 466-1111
 WWW.STBDIRECT.COM

Findings

1. The project area is 37.16 acres.
2. The proposal includes attached single-family housing of two- and three-unit townhome product.
3. The 41 ERU density being proposed is consistent with what was approved in the original master plan and preliminary plan and is consistent with the guidelines for approval found in the JSPA Plan Book.
4. The proposal includes a trail network throughout the property consistent with the intent of the JSPA and connections to both hiking and equestrian trails on adjacent properties are being satisfied.
5. The proposal includes undeveloped open space areas and improved open space areas to serve the various needs of the residents and visitors to the area.
6. The applicant has proffered a 10% fee-in-lieu as a Moderate Income Housing obligation, the fee would be \$114,800 for a 4.1 AUE obligation. The Housing Authority has approved this offer.
7. The Development Review Committee has reviewed the project and provided a favorable recommendation subject to conditions.

Conditions

1. All issues raised by the DRC, as noted in the DRC report dated June 7, 2021, shall be resolved to the satisfaction of the applicable review department prior to plat recording or as otherwise applicable.
2. Open Space easements and ownership shall be granted and comply with WCC 16.21.06.
3. Final trail alignments shall be approved by the county-wide trail planner and county engineer consultant prior to construction.

EXHIBIT F

PROJECT DEVELOPMENT AGREEMENT
[Affordable Housing]

In lieu of affordable housing, developer will pay a fee.

WASATCH COUNTY HOUSING AUTHORITY

175 North Main Street Suite 201 ▪ P.O. Box 776 ▪ Heber City, UT 84032
Telephone: 435-654-2053 ▪ Fax: 435-654-2360 ▪ Email: info@wasatchcha.com

April 27, 2021

Wasatch County
Attn: Planning Department
55 S 500 E
Heber City, UT 84032

Re: Letter of Recommendation, Sage Hen Development

To Whom It May Concern:

I am writing this letter in connection with the proposed Sage Hen Development in Wasatch County, Utah. On April 26, 2020 the Wasatch County Housing Authority ("WCHA") held a board meeting wherein it reviewed the proposed Affordable Housing Plan to pay the fee-in-lieu of \$114,800.00 in one lump sum at the time of plat recording in order to fulfill their affordable housing requirement. It is our recommendation to accept this proposal by adding it to the development agreement.

If you would like to discuss the contents of this letter further, please let me know.

Sincerely,



Jeffery Bradshaw
Executive Director, Wasatch County
Housing Authority

EXHIBIT G

PROJECT DEVELOPMENT AGREEMENT
[Will Serve Letters]

October 28, 2020

Hamlet Development
Attn: Hayley Pratt
84 W. 4800 S.
Murray, Utah 84107

To Whom It May Concern:

Natural gas can be made available to serve *the Sage Hen Hollow subdivision located off of the Jordanelle parkway in Wasatch County, UT*, when the following requirements are met:

1. Developer provides plat maps, drawings, construction schedules, average size of homes, units, and/or buildings that will be served by natural gas, and any and all other relevant information regarding commercial and residential uses, including but not limited to, proposed natural gas appliances (number and type of appliances per unit, home, building), and provide minimum utility clearances and setbacks.
2. Review and analysis by Dominion Energy Engineering and/or Preconstruction Department to determine load requirements, system reinforcement requirements and estimated costs to bring natural gas to the development.

Upon completion of Dominion Energy review of the developments natural gas requirements, agreements will be prepared, as necessary, for high pressure, intermediate high pressure and/or service line extensions required to serve the development. These service extensions must be paid in advance, but may qualify for credits or refunds, as provided in Dominion Energy tariff.

To accommodate your construction schedule and provide cost estimates to you, please contact me at your earliest convenience.

Please note: Gas Main location needs to be a minimum of 10' away from structure and 3' from other utilities. It is the customer's responsibility to provide adequate clearances.

Sincerely,



Brandon Wells
Preconstruction Representative



July 29, 2016

6280 N. SILVER CREEK DR. / PARK CITY, UTAH 84098

(435) 655-7813

Wasatch County Planning Dept
Attn: Doug Smith
55 South 500 East
Heber City, Utah 84032

Re: Availability of Utilities for Sage Hen Hollow – Master Plan

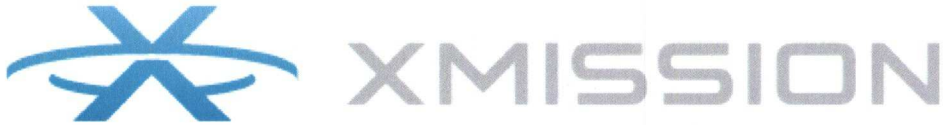
This is to verify that PacifiCorp d.b.a. Rocky Mountain Power:

- 1) Has sufficient capacity at the present time to provide, single and three phase power to the above titled development project. RMP may require an Engineering Study Agreement (ESA) of the electrical load for this project, prior to this Developer proceeding to construction phase of this project.
- 2) I will review the development plans, when they're submitted by:
Hamlet Development Corporation
Developer(s).
Electric service will be provided under the prevailing "Rates and Regulations", as filed with the "Public Utilities Commission of Utah".
- 3) Adequate rights-of-way or easements either presently exists or will be provided by the developer to supply the requested services(s).

Sincerely,

R. Duane Layton
Journeyman Estimator
dewie.layton@rockymountainpower.net
(435) 655-7813

Cc: Hayley Pratt Hamlet Homes / hayley@hamletdev.com
Cindy Christoffersen Cindy.Christoffersen@rockymountainpower.net
Joseph Ryan RMP / Joseph.Ryan@pacificorp.com
file



June 29, 2021

To: Wasatch County Planning & Zoning

RE: Sage Hen Hollows Will Serve Letter

This purpose of this letter is to provide knowledge of XMission's intent to supply internet services to Sage Hen Hollows for Hamlet Development. XMission & UTOPIA Fiber will provide fiber infrastructure and internet services to this development.

If there are any questions, please feel to contact me.

Thank you,

XMission Internet

Mandy Garcia
51 E 400 S Ste 200
SLC, UT 84111
801-303-0838
mandy@xmission.com
Sales Manager



Date: 12/27/2019

TO: Wasatch County Planning & Zoning

RE: Sage Hen Will Serve Letter

Dear:

Recently you approached CenturyLink about providing a “will serve” letter to serve the developer Hamlet Development, CenturyLink appreciates the opportunity to provide the location with its future communication needs. In response to the request for a commitment to serve, CenturyLink will work with Hamlet Development, on determining what the needs will be. Upon such determination, CenturyLink will undertake an analysis of the construction required and the cost to complete that construction. It is only at that point, and given the prevailing Terms and Conditions of the Price List that CenturyLink will make a determination whether it can or cannot provide service.

As you may or may not know, many of the telecommunications services provided by CenturyLink are regulated and the service you request will be provided for under the prevailing Terms and Conditions of the Price List and posted on our CenturyLink web site.

If there are any further questions, or if I can be of any help, please do not hesitate to call me on 801.238.0416 or my cell 385.223.0084. The CenturyLink Engineer will work with you on the requirements.

Sincerely,

Ryan Allred
Engineer II
CenturyLink



Jordanelle Special Service District

P.O. Box 519
Heber City, UT 84032
OFFICE: (435) 654-9233
FAX: (435) 654-6396

WATER AND SEWER WILL SERVE LETTER

May 13, 2021

Current Jordanelle Investments LLC
c/o Hamlet Development Corporation
84 West 4800 South
Murray, UT 84107
By email – michael@hamletdev.com

Subject: Will Serve Letter – Sage Hen Hollows

This Will Serve Letter has been produced to make clear the requirements and conditions upon which the Jordanelle Special Service District (JSSD) agrees to provide water and sewer services to the above referenced development. It is based on the information you have provided to Wasatch County and to the District.

This letter is also subject to the terms of the Development Agreement dated May 13, 2021, and in the event of any conflict between this letter and the Development Agreement, the Development Agreement will govern, except to the extent that requirements described in this letter (such as demand calculations and design requirements) are based on changes to the Project design approved by the District, or updated demand calculations, or requirements imposed by the County Water Board subsequent to the execution of the Development Agreement.

We have reviewed the project concept and provide the comments below. Upon Completion of final design, it is recommended that the proposed improvements be reviewed against the current concept to verify values in this letter are still accurate.

Development Demand Calculation and Water Rights

Based on the concept submitted, development water demand was evaluated. The development's indoor water use will require 18.45 acre-feet of 100% consumptive municipal water rights.

The development's outdoor water use will require 7.44 acre-ft of irrigation water rights, which will allow for up to a maximum of 2.48 irrigated acres. If the development desires to irrigate more than this, additional water will be required.

Water rights used to satisfy both indoor and outdoor demands must meet the requirements for each type of use as outlined in District water dedication policy.

It should be noted that M&I type shares (and other types of shares which carry higher than usual water delivery assessments) are subject to the District's equalization fee.

All water dedications to JSSD require a change application to be approved by the State Engineer in accordance with the District Water Dedication Policy. It is recommended that the Developer investigate the water dedication policy requirements early to avoid unexpected delays in obtaining approvals.

It is our understanding that the water rights for this development might be satisfied by an assignment of a portion of an existing water reservation through the company Jordanelle Investment LLC – Garbett Homes. This has yet to be verified. Please provide JSSD information regarding planned water rights for this development.

The approximate schedule for assessing water rights will be as follows:

Anticipated Water Rights Assessment Schedule						
Use Category	Unit	Expected Total of Units	100% Consumptive Assessment Rate (AF per Unit)	Irrigation Assessment Rate (AF per Unit)	Expected Total 100% Consumptive Assessment (AF)	Expected Total Irrigation Assessment (AF)
Townhomes	per Dwelling	41	0.45	0.18	18.45	7.44
Total					18.45	7.44

Notes

- Assessment rates shown above incorporate both indoor and outdoor use (if applicable). Because outdoor use varies from unit type to unit type, and development to development, and because it is sometimes convenient to assess different categories together, the values show in this table are custom and applicable to this development only.

Required Improvements Discussion

We have prepared a review of the proposed infrastructure relative to the plans submitted.

It should be noted that the required improvements discussion is applicable only to water and sewer infrastructure, not secondary irrigation infrastructure. Such information must be obtained from Lake Creek Irrigation Company.

Basis of Right to Infrastructure Capacity

1. **Water System Capacity:** Use of water system capacity is dependent on the type of use proposed for the development. Based on the submitted concept, we have calculated that the proposed development will use the following amount of capacity in the water system (based on capacity units as defined in the District's master plan):

Water Capacity Units = 26.3

This will be the basis of calculation of water impact fees. It is our understanding that this development is not using any purchased capacity through participation in previous bonds. If this is the case, all units will obtain capacity via payment of unbonded impact fees. The approximate schedule for charging impact fees will be as follows:

Anticipated Water Impact Fee Assessment Schedule				
Use Category	Unit	Expected Total of Units	Assessment Rate (WCU per Unit)	Expected Total Assessment (WCU)
Townhomes	per Dwelling	41	0.64	26.3
Total				26.3

Notes

- Assessment rates shown above incorporate both indoor and outdoor use (if applicable). Because outdoor use varies from unit type to unit type, and development to development, and because it is sometimes convenient to assess different categories together, the values show in this table are custom and applicable to this development only.

2. Sewer System Capacity: Use of sewer system capacity is dependent on the type of use proposed for the development. Based on the submitted concept, we have calculated that the proposed development will use the following amount of capacity in the sewer system (based on units as defined in the District's master plan):

Sewer Capacity Units = 41.0

This will be the basis of calculation of sewer impact fees. It is our understanding that this development is not entitled to sewer system capacity through participation in previous bonds. If this is the case, all development will obtain capacity in the system through payment of unbonded impact fees. The approximate schedule for charging impact fees will be as follows:

Anticipated Sewer Impact Fee Assessment Schedule				
Use Category	Unit	Expected Total of Units	Assessment Rate (SCU per Unit)	Expected Total Assessment (SCU)
Townhomes	per Dwelling	41	1.00	41.0
Total				41.0

Notes

- The values show in this table are custom and applicable to this development only.

Water System Infrastructure Review

1. Source Improvements: No system improvements have been identified outside of payment of required impact fees.
2. Treatment Improvements: No system improvements have been identified outside of payment of required impact fees.
3. Storage Improvements: No system improvements have been identified outside of payment of required impact fees.
4. Delivery Improvements: The following should be noted:
 - a. The current concept does not show how the proposed Sage Hen East property (adjacent development to the east) will obtain water service. As the concept develops to a detailed design and final plat, reasonable accommodations to allow for future utility service to adjacent properties will need to be provided and accepted by the District. This will need to be coordinated with the District engineer.
 - b. The developer will be required to construct all project level improvements relative to connecting to the system and delivering water through the development.

Sewer System Infrastructure Review

1. Treatment Improvements: No system improvements have been identified outside of payment of required impact fees.
2. Conveyance Improvements: Several items should be noted:
 - a. The nearest point of connection to this site is directly to the south of this development and the District recommends using this point of connection.
 - b. The developer will be required to construct all project level improvements relative to connecting to the system and collecting wastewater within the development.

Final Approval Process

This letter represents the District's commitment to provide water and sewer service subject to the requirements outlined above and those in the Development Agreement. This does not constitute final approval of all plans.

Obtaining Wasatch County Final Plat planning approval does not grant approval for construction. Prior to beginning construction, you will need to come back to JSSD to satisfy the following requirements:

- Final infrastructure construction plans must be reviewed and approved by the District.
- All JSSD fees are to be paid in full.
- Construction Bonding through the Wasatch County Engineering Department must be completed.

Upon the completion of construction, you will need to return to JSSD and satisfy the following requirements before the District will grant building permits.

- All JSSD fees are to be paid in full.
- The District should receive a copy of the as-built drawings.
- The District should have received a copy of all waterline BAC-T test results.

Future Billing for Water and Sewer Service

Billing for service will commence with the completion of construction and the installation of water meters. It is our understanding that each dwelling will be master metered and billed separately. As a result, the monthly base rate for each connection will be as follows:

Basis of Water Base Rate = 1 Monthly Base Rate per Connection

Basis of Sewer Base Rate = 1 Monthly Base Rate per Connection

Please contact me if you have any questions or need additional clarification.

Sincerely,

Jordanelle Special Service District



Dave Fuller
Project Coordinator