

Mapleton City Planning Commission Staff Report

Meeting Date: July 10, 2014

Applicant: Edge Homes

Prepared by: Sean Conroy, Community Development Director

Public Hearing Item: Yes

Location: 190 N 1100 W

Zone: PRD-1

REQUEST

Consideration of a Preliminary and Final Plat approvals for the Whisper Rock Plat "C" subdivision consisting of 42 lots located in the Planned Residential Development (PRD-1) Zone.

BACKGROUND AND PROJECT DESCRIPTION

The subject property is approximately 16.55 acres in size. In 2009, the City approved a development agreement for the Whisper Rock subdivision project and applied a Planned Residential Development (PRD-1) zoning to the property (see attachment "2"). Earlier this year the City Council adopted some amendments to the development agreement. The development agreement and concept plan as amended outlined the following:

- A maximum density of 58 detached residential units (with the use of TDRs);
- Private ownership of each residential unit, but all open space to be commonly owned and maintain by an HOA;
- Developer will provide no later than construction of thirty (30) residential units a project clubhouse;
- A central open space area to include a tot lot and a sports court;
- A walking trail for the benefit of the project residents.

Two subdivision plats have been recorded thus far for this project. Plat "A" consists of five lots, all of which have been developed. Plat "B" consists of 11 lots. Five units are currently under construction in Plat "B", however, none of the units have received a final certificate of occupancy.

The applicant is now requesting Preliminary and Final Plat approval for Plat "C", which will include the following:

- 42 residential units;
- Completion of the road system including a stub road to the property to the north;
- Completion of the trail system;
- Completion of all open space amenities and the construction of a club house; and
- Street improvements along 1100 West.

The Development Review Committee has reviewed the proposed project and issued the attached minutes on June 24, 2014. Many of the issues raised in the DRC comments have been addressed in the plans that are included in this packet. This project will require final approval by the City Council.

EVALUATION

PRD-1 Zone: The PRD-1 zoning requirements were written specifically for the Whisper Rock project. The zone does not establish a minimum or maximum lot size, but allows for a density of one unit per 12,000 square feet with the use of Transferable Development Rights (TDRs). The PRD-1 zone outlines floor area, height, setbacks, fencing, landscaping, lighting, parking, exterior design and street standards that will apply to new construction. The project as proposed is consistent with the PRD-1 zone.

The PRD-1 zone requires a traffic study for this project. A traffic study was prepared many years ago when the project was originally approved. While not required, the applicant has provided an updated traffic study (see attachment “1”). The traffic study determined that the project will not create any significant traffic impacts and that adjacent roadways will continue to function at a high level of service.

Development Agreement: Staff notes that a development agreement is a formal contract between the City and a developer. Both parties are bound to the requirements outlined in the agreement including density, road design, lot configuration, etc. Therefore, the Commission has the ability to require changes that are consistent with the PRD-1 zone, the development code and the development agreement but could not go beyond those standards unless agreed to by the developer.

The development agreement indicates that the perimeter fencing shall be approved by the City Council at each phase. The applicant is proposed to continue the vinyl and wrought iron design as currently exists along Maple Street and 1100 West. Staff is supportive of this design. The project as proposed is consistent with the Development Agreement.

Development Code: Mapleton City Code (MCC) Chapter 17.04.050 identifies several issues the City should review as part of its subdivision approval process. These are outlined in the attached findings. The application, as conditioned, appears to comply with City standards.

Neighborhood Input: During the recent City Council hearing regarding amendments to the Development Agreement, several neighbors expressed concern regarding the project. One of the concerns expressed was that the project did not comply with the International Fire Code, which requires two points of access for projects of 30 units or more.

Appendix D107.1 provides for two exceptions to the two points of access requirement. One exception is if the residential units will be equipped with fire sprinklers. The second exception is if the project will connect with future development. While the residential units will not be equipped with fire sprinklers, the development does include a road that stubs to the property to the north (1200 West) and will allow a connection to future development, consistent with the second exception. The project does not violate the fire code.

RECOMMENDATION

Approve the Preliminary and Final Plats for the Whisper Rock Plat “C” subdivision.

ATTACHMENTS

1. Standard Findings.
2. Application Materials.
3. Development Agreement and PRD-1 Zoning Text.
4. DRC Comments dated 6/24/14.

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

480 West 800 North
Suite 200
Orem, UT 84057

July 2, 2014
Sean Conroy
Community Development Director
Mapleton City
125 W Community Center Way
Mapleton, Utah 84664

RE: **Whisper Rock Subdivision**

Mr. Conroy,

In response to the comment from DRC, the following is a brief summary of the Whisper Rock Plat C Subdivision.

Whisper Rock Plat C is the 3rd and final phase of the Whisper Rock Subdivision. Plat C consists of 42 single family lots on approximately 11.72 acres of undeveloped land located at approximately 190 North and 1200 West. Centrally located to the project is a large park with a clubhouse, tot lot, and a sport court. The amenities and Open Space throughout the project will be owned and maintained by a Homeowner's Association. Additional off-street parking stalls have been added to accommodate visitors and alleviate street congestion.

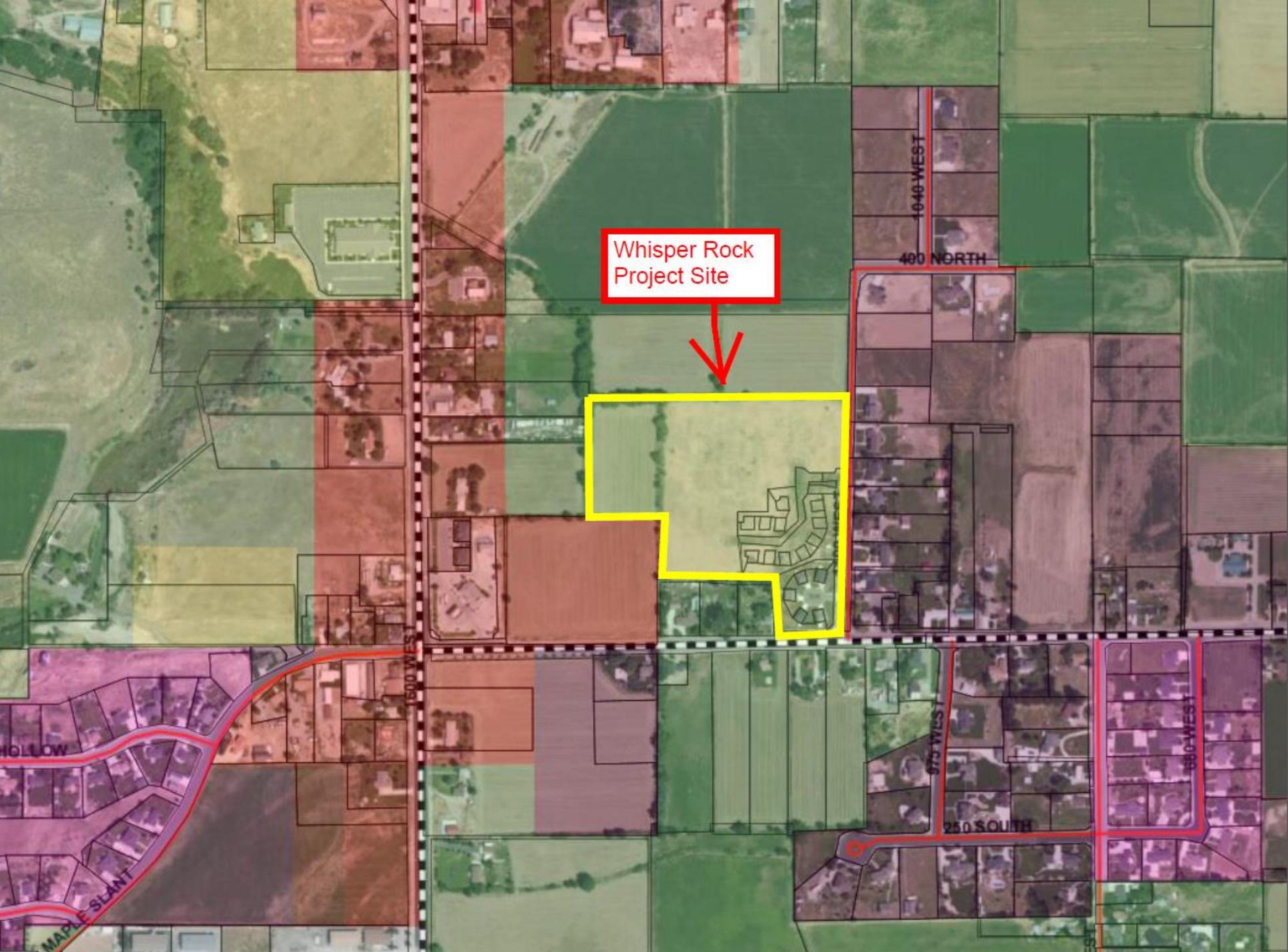
Edge Homes' goal is to provide homes that are aesthetically attractive and subdivisions that are desirable to live in. Fencing will be installed along 1100 West, consistent with fencing installed with previous phases. Fencing will also be installed around the exterior of the subdivision. Sidewalks will be installed on one side of the roadway and concrete trails will be installed around the large Open Space in the middle of the subdivision. Additional trails will connect residences on the exterior of the project and those located in previous phases to the park.

Thank you for your consideration of this project.

Respectfully,
Edge Homes

A handwritten signature in black ink, appearing to read 'Brandon Watson', written over a horizontal line.

Brandon Watson, P.E.



Whisper Rock
Project Site



HOLLOW

MAPLE SLANT

1600 WEST

1040 WEST

400 NORTH

875 WEST

250 SOUTH

680 WEST

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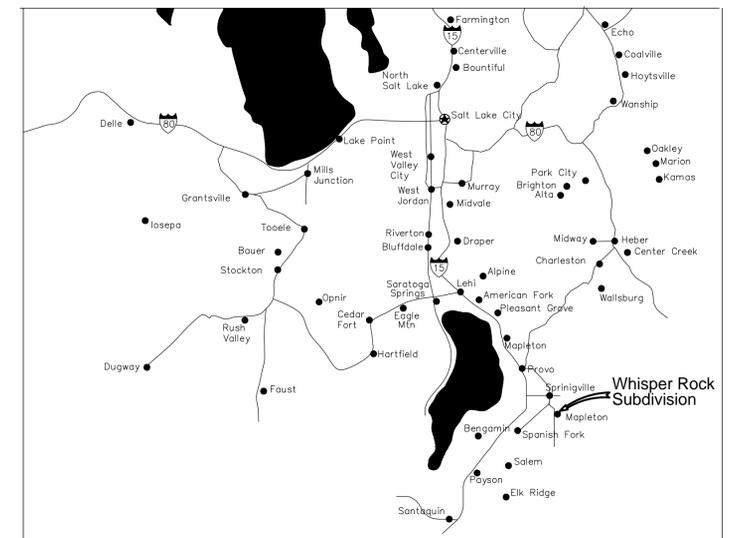
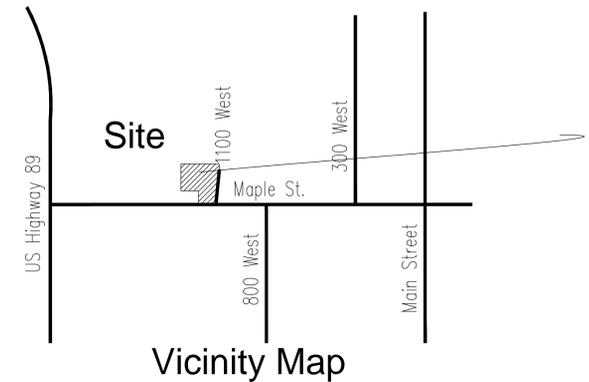
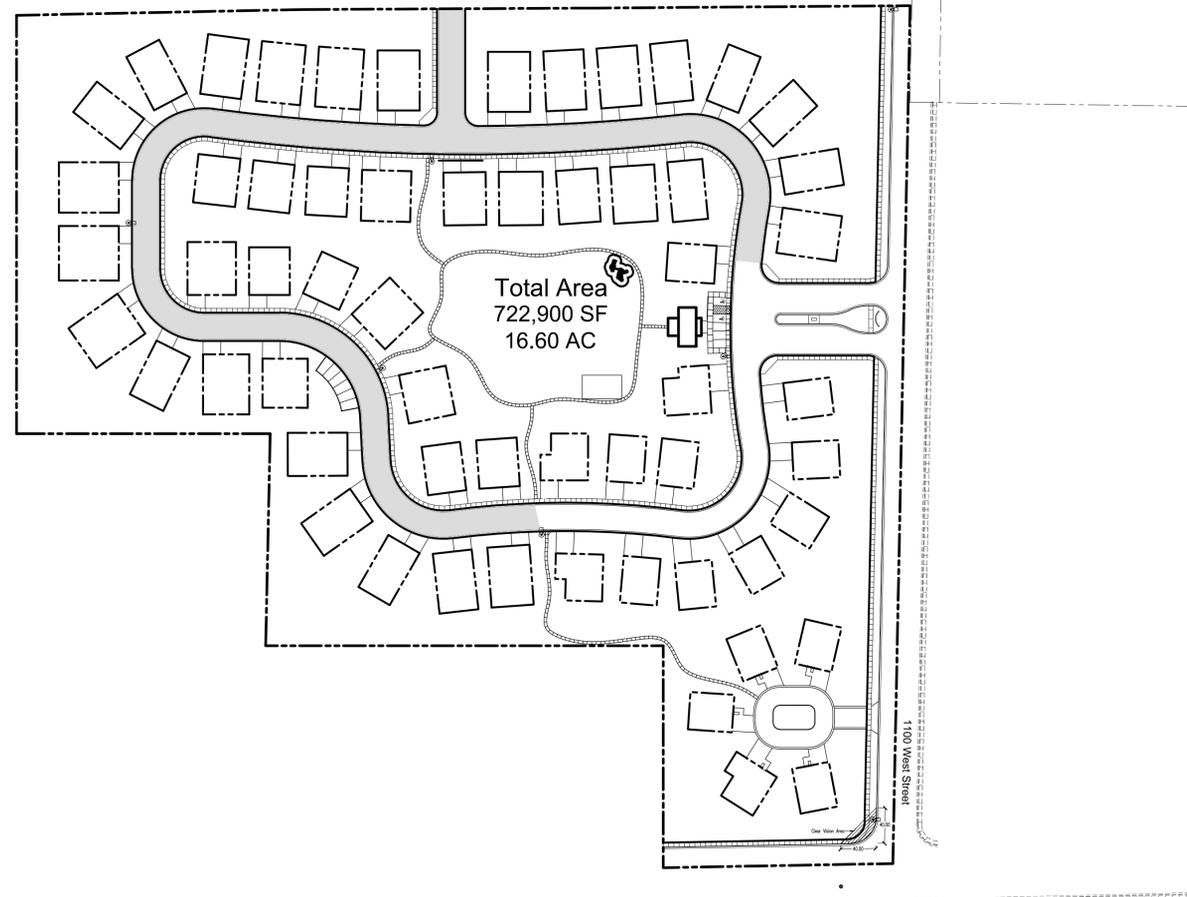


© 2013 Google



Whisper Rock Subdivision

| Symbol | Description |
|--------|---|
| | Proposed 8" Sanitary Sewer Main |
| | Existing Sanitary Sewer Main (size noted on plan) |
| | Proposed 8" Culinary Water Main |
| | Existing Culinary Water Main (size noted on plan) |
| | Proposed Storm Drain pipe (size noted on plan) |
| | Existing Storm Drain pipe (size noted on plan) |
| | Cable TV utility lines |
| | Existing Power lines |
| | New underground Power lines |
| | Outside Boundary line |
| | Existing surface improvements |
| | Existing Sidewalk |
| | Existing Contour Elevation |
| | Finish Contour Elevation |
| | Finish Spot Elevation |
| | Drainage Flow Direction |
| | Water Meter (size noted on plan) |
| | Culinary Water Valve |
| | Fire Hydrant |
| | Sanitary Sewer Manhole |
| | Storm Drain Manhole |
| | Storm Drain Box |
| | top of asphalt |
| | top of sidewalk |
| | back of top of curb |
| | back of top of sidewalk |
| | Sanitary Sewer Manhole |
| | Storm Drain Manhole |
| | Water Valve |
| | Gas valve |
| | Water Meter |
| | edge of existing asphalt |
| | Public Utility Easement |



Location Map

City Contact List

City Offices
 125 West Community Center Way
 Mapleton, UT 84664
 Phone (801) 489-5655
 Fax (801) 489-5657

Public Works Department
 1405 West 1600 North
 Mapleton, UT 84664
 Phone (801) 489-6253
 Fax (801) 489-5179

Community Development Department Staff:

Cory Branch, City Planning Director
 (801) 806-9101 or cbranch@mapleton.org
 Matt Brady, Planner I
 (801) 806-9108 or mbrady@mapleton.org
 April Houser, Executive Secretary
 (801) 806-9109 or ahouser@mapleton.org
 Bruce Palmer, City Building Official & Inspector
 (801) 722-4839 or bpalmer@mapleton.org

Public Works Department Staff:

Gary Calder, City Engineer/Public Works Director
 (801) 489-6253 or gcalder@mapleton.org
 Scott Bird, Public Works Operations Director
 (801) 489-6253 or sbird@mapleton.org
 Lani Bonnett, Executive Secretary
 (801) 489-6253 or lbonnett@mapleton.org
 Brent Seamons, Public Works Inspector
 (801) 489-6253 or bseamons@mapleton.org
 Brad Roundy, Public Works Superintendent
 (801) 489-6253 or broundy@mapleton.org

Property Description

Commencing at a point located North 88°58'42" East along the Section line 1395.22 feet from the Southwest corner of Section 10, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 251.12 feet; thence West 451.87 feet; thence North 01°13'51" East 238.12 feet; thence North 88°51'00" West 23.52 feet; thence along the arc of a 83.00 foot radius curve to the right 44.54 feet (chord bears North 73°27'26" West 44.01 feet); thence West 386.17 feet; thence North 01°13'51" East 210.00 feet; thence West 288.29 feet; thence North 473.27 feet; thence North 88°50'32" East along a fence line 326.54 feet; thence North 89°43'12" East along a fence line 333.29 feet; thence North 89°34'17" East along a fence line 355.80 feet; thence South 01°09'42" West partially along a fence line and along the Westerly boundary line of Hales Subdivision Plats, A, B and C, 970.77 feet to the Section line; thence South 88°58'42" West along the Section line 260.91 feet to the point of beginning.

Property Address: 1100 West Maple Street, Mapleton, Utah

Developer:

Skyline Development
 1013 South Orem Blvd.
 Orem, Utah 84058
 801-787-3073

Property Owner:

Bruce R. Dickerson
 1013 South Orem Blvd.
 Orem, Utah 84058
 801-787-3073

Engineer / Land Surveyor

Dudley and Associates, Inc.
 353 East 1200 South
 Mapleton, Utah 84058
 801-224-1252

Sheet Index

| Sheet # | Description |
|--------------|-------------------------|
| 1 | Cover Sheet |
| 1.1 | General Notes |
| 2 | Preliminary Plat |
| 3 | Street Data |
| 4 | Master Utility Plan |
| 5 | Master Drainage Plan |
| PP-1 - PP -7 | Street Improvement Plan |
| D1-D2 | Detail Sheets |



NORTH
1" = 40'

Mendenhall Property Entry No. 4164

Decker Property
Entry No. 71082

Beni Gallegos Property
Entry No. 10049-2004



Total Area
510,715 SF
11.72 AC

Mendenhall Property
Entry No. 64024

Hales Subdivision
Plat "C"

Hales Subdivision
Plat "B"

Hales Subdivision
Plat "A"

Surveyor's Certificate

I, Roger D. Dudley, do hereby certify that I am a Registered Land Surveyor, and that I hold Certificate No. 147089 as prescribed under the laws of the State of Utah. I further certify that at the request of the owner of the below-described land, I performed a Survey of said land; that the boundary description below correctly describes the land surface upon which will be constructed Plat "C", Whisper Rock, A Planned Residential Development Project. I further certify that the reference markers shown on said map are located as shown and are sufficient to readily retrace or re-establish this survey.

Boundary Description

Commencing at a point located North 88°58'42" East along the Section line 943.28 feet and North 259.18 feet from the Southwest corner of Section 10, Township 8 South, Range 3 East, Salt Lake Base and Meridian: North 01°13'48" East 240.00 feet; thence North 90°00'00" West 288.28 feet; thence North 00°00'00" East 473.27 feet; thence North 89°50'32" East 326.54 feet; thence North 89°43'12" East 333.29 feet; thence North 89°34'20" East 355.80 feet; thence South 01°09'42" West 294.63 feet; thence North 88°46'47" West 33.00 feet; thence South 01°09'42" West 10.08 feet; thence along the arc of a 10.00 foot radius curve to the right 15.51 feet (chord bears South 45°34'51" West 14.00 feet); thence North 90°00'00" West 91.68 feet; thence along the arc of a 20.00 foot radius curve to the right 33.37 feet (chord bears North 42°12'16" West 29.63 feet); thence North 84°28'11" West 40.00 feet; thence along the arc of a 792.93 foot radius curve to the left 80.54 feet (chord bears South 02°40'26" West 80.51 feet); thence along the arc of a 274.92 foot radius curve to the left 51.17 feet (chord bears South 84°15'00" West 51.10 feet); thence along the arc of a 282.16 foot radius curve to the right 51.43 feet (chord bears South 84°13'05" West 51.36 feet); thence South 00°00'00" East 86.45 feet; thence North 90°00'00" West 121.09 feet; thence South 00°06'14" West 97.82 feet; thence South 13°32'18" East 32.68 feet; thence South 04°02'28" East 129.74 feet; thence North 89°59'57" West 321.68 feet more or less to the point of beginning.

Area = 510,715 sf. or 11.72 Acres

Owner's Certificate and Consent to Record

The undersigned Owners of the tract of land described herein as Plat "C", Whisper Rock, Planned Residential Development located on said tract of land have caused a survey to be made and this Plat consisting of one sheet(s) to be prepared, does hereby dedicate the streets and other public areas as indicated hereon for the perpetual use of the and does hereby consent to the recordation of this Plat this ____ day of _____, A.D. 20____.

Acceptance by the City of Mapleton

Approved this ____ day of _____, 20____, Mapleton City, approves this subdivision and hereby accepts the dedication of all Streets, Easements, and other Parcels of land intended for public purposes for the perpetual use of the public. The City recognizes that this plat clarifies ownership of property with the dedication shown hereon this ____ day of _____, A.D. 20____.

Utility Dedication

Bruce R. Dickerson, Owner of the Parcel of land which is shown upon the Plat of Plat "C", Whisper Rock, Planned Residential Development, consent to the preparation and recordation of this Plat and does hereby offer and convey to all Public Utility Agency's and their successors and assigns a permanent easement and right of way as shown by the areas marked "Utility Easement", and "Common Area" on the within Plat for the construction and maintenance of public utilities and appurtenances, together with the right of access thereto. It is also hereby understood that all Units have a cross easement through each other for the placement of necessary utilities to serve adjacent units.

Reservation of Common Areas

Bruce R. Dickerson, in recording this Plat of Plat "C", Whisper Rock, Planned Residential Development, has designated certain areas of land as "Common Areas", intended for the use by the owners in Plat "C", Whisper Rock, Planned Residential Development, for ingress, egress, recreation, and other related activities. The designated areas are not dedicated hereby for the use by the general public but are reserved for the common use and enjoyment of the owners in Plat "C", Whisper Rock, Planned Residential Development, as more fully provided in the Declaration of Protective Easements, Covenants, Conditions and Restrictions, applicable to Plat "C", Whisper Rock, Planned Residential Development. Said Declaration is hereby incorporated and made part of this official plat and becomes effective upon the date that this Plat is recorded in the official records of Utah County, Utah, of this official plat and becomes effective upon the date that this plat is recorded in the official records of Utah County, Utah.

Utility Company Approvals

Approved: _____ Rocky Mountain Power
Approved: _____ Comcast
Approved: _____ Century Link
Approved: _____ Questar
Approved: _____ Century Link
Approved: _____ Mapleton Irrigation Company

Planning Commission Approval

Approved this ____ day of _____, 20____, by the Mapleton City Planning Commission.

Planning Director

Chairman, Planning Commission

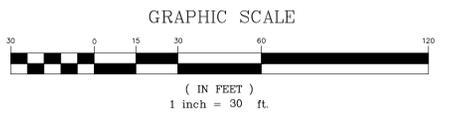
Whisper Rock

Planned Unit Development

Subdivision
Mapleton _____ Utah County, Utah
Scale: 1" = 40 Feet



Setback Note:
Setbacks between residential units shall be a minimum of 15.00' as per the development agreement.



Acknowledgement
STATE OF UTAH }
COUNTY OF UTAH } S.S.
On the ____ day of _____, A.D. 20____, personally appeared before me the signers of the foregoing Owner's Dedication who duly acknowledged to me that they did execute the same.
My Commission Expires _____ (See Seal Below)
NOTARY PUBLIC

Occupancy Restriction Notice
The City of Mapleton has an Ordinance which restricts the occupancy of buildings within this subdivision. Accordingly, it is unlawful to occupy any building located within this subdivision without first having obtained a Certificate of Occupancy issued by the City.

CORPORATE SEAL SURVEYOR'S SEAL NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL

Prepared By
Dudley and Associates, Inc.
353 East 1200 South
Orem, Utah 84058
801-224-1252

To: Bruce Dickerson

From: John Dorny, P.E.
Senior Associate

Date: May 20th, 2014



P14.028

Subject: Whisper Rock Traffic Study Memo

1. Introduction

This traffic analysis is for the Whisper Rock single-family residential community located in Mapleton, Utah. This review was performed during the PM peak hour on May 19th, 2014 at the Maple Street/1100 West intersection, near the proposed project site. Existing traffic was obtained at the study intersection during the PM peak hour of the commute time. We then performed a level of service analysis. **Figure 1** shows the project location.

2. Level of Service Methodology

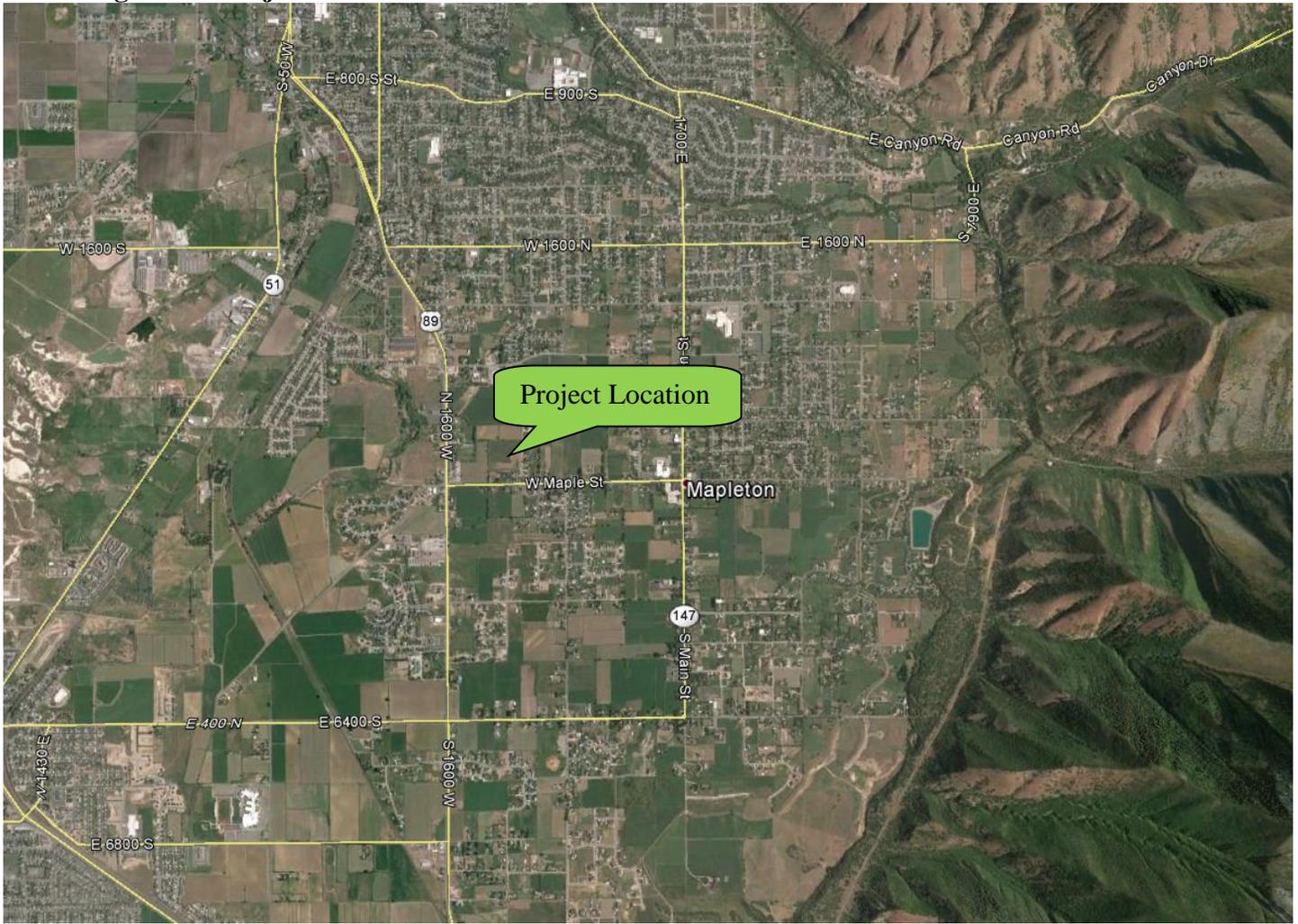
In order to quantify the traffic conditions currently exhibited in the study area, the roadway geometries, and existing traffic data, were entered in the Trafficware Synchro 8 software package. Using the 2010 Highway Capacity Manual (HCM) method of calculating intersection delay, a Level of Service (LOS) grade was assigned to each intersection for both the existing AM and PM peak hours.

Level of Service (LOS) is a term used by the HCM to describe the traffic operations of an intersection, based on congestion and delay. LOS ranges from A (almost no congestion or delay) to F (traffic demand exceeds capacity and intersection experiences long queues and delay). LOS D is generally acceptable for urbanized intersections like the ones studied in this report. LOS E is the threshold when the intersection reaches capacity. The delay criteria used to assign a letter grade to an intersection for signalized and unsignalized intersections is shown below in **Table 1**.

Table 1: Level of Service Criteria

| Level of Service | Average Control Delay (sec/veh) | |
|------------------|---------------------------------|--------------|
| | Signalized | Unsignalized |
| A | ≤ 10 | ≤ 10 |
| B | > 10 - 20 | > 10 - 15 |
| C | > 20 - 35 | > 15 - 25 |
| D | > 35 - 55 | > 25 - 35 |
| E | > 55 - 80 | > 35 - 50 |
| F | > 80 | > 50 |

Figure 1 – Project Location



3. Analysis of Existing Conditions

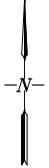
Turning movements were counted at the study intersection in May of 2014 by Horrocks Engineers. A manual traffic count was performed during the PM peak period. The existing turning movement volumes collected were distributed to the road network as shown in **Figure 2**.

We performed a peak hour LOS analysis using the existing data collected from the study intersection. This was done using the Trafficware Synchro 8 software package to calculate the intersection delay according to the 2010 *Highway Capacity Manual* (HCM) method. The existing LOS conditions are shown below in **Table 2**.

Table 2 – Levels of Service Existing

| Approach | SB | | EB | | WB | |
|---------------|------|-------|------|---------|---------|-------|
| LOS | B | | A | | A | |
| Lane Movement | Left | Right | Left | Through | Through | Right |
| HCM Delay | 11.2 | 9.3 | 7.7 | 0 | 0 | 0 |

Project Location



US-89

1100 W

①

Maple Street

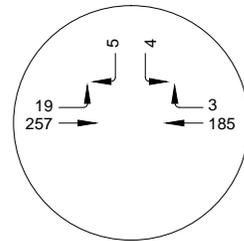
975 W

800 W

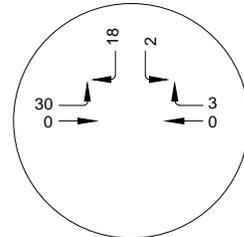
①

PM PEAK HOUR

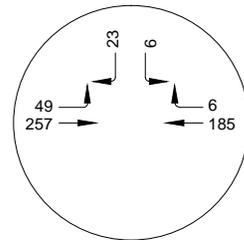
Existing



Project



Existing Plus Project



4. Introduction of Project and Trip Generation

After determining the HCM Delay and LOS for the existing conditions, trip generation was established to determine the impact of the project on the surrounding areas of traffic (see **Table 3**). According to ITE *Trip Generation Manual* 9th edition, each housing unit would generate 9.52 trips per day on average. This translates to 514 new trips each day, 54 of which, would be during the PM peak hour. Dividing these new trips between the lane movements according to the surrounding attractions yielded the following HCM Delays and LOS shown below in **Table 4**.

Table 3: Trip Generation

| Whisper Rock | | | | | | | | | | |
|----------------------------------|----------|-------|-----|-----|--------------|-----|-----|--------------|-----|-----|
| Variable | Quantity | Daily | | | AM Peak Hour | | | PM Peak Hour | | |
| | | Total | In | Out | Total | In | Out | Total | In | Out |
| Single-Family Detached (ITE 220) | | 9.52 | 50% | 50% | 0.75 | 25% | 75% | 1.00 | 63% | 37% |
| Units | 54 | 514 | 257 | 257 | 41 | 10 | 30 | 54 | 34 | 20 |
| Total New Trips | | 514 | 257 | 257 | 41 | 10 | 30 | 54 | 34 | 20 |

Source: ITE *Trip Generation Manual* 9th edition

Table 4 – Levels of Service With Project

| Approach | SB | | EB | | WB | |
|-----------------|------|-------|------|---------|---------|-------|
| LOS | B | | A | | A | |
| Lane Movement | Left | Right | Left | Through | Through | Right |
| HCM Delay [sec] | 11.8 | 9.4 | 7.7 | 0 | 0 | 0 |

5. Conclusions

- The existing LOS and delay is LOS A or B at all movements of the study intersection.
- After adding project traffic the LOS does not change at the study intersection.
- Based on traffic from the ITE Trip Generation Manual, the project adds an estimated 1 vehicle every three minutes exiting the site and 1 vehicle every 2 minutes entering the site.
- The existing roadway geometries are more than sufficient to accommodate traffic from the proposed development.
- Though not quantified in this report, Utah housing market provides has some unique features. Firstly, nearly every house built in the past 10 years includes a basement. Secondly, many times adults will allow their adult children and family to use the basement as a living area for periods of time. Whether young families or active adults, often times there is similar vehicular activity at a single residence.

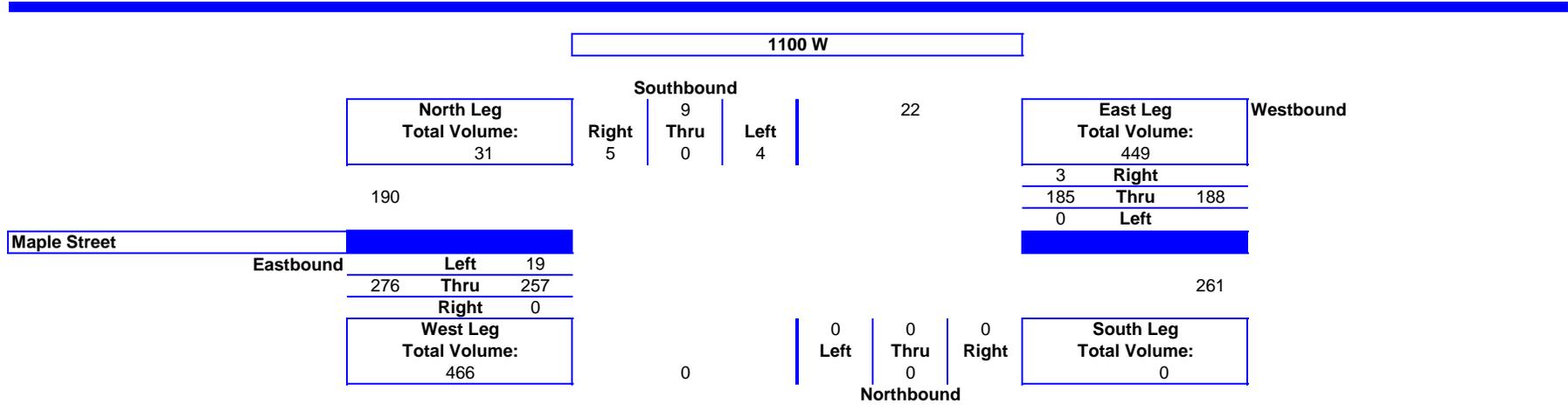
TRAFFIC COUNT SUMMARY

City: **Mapleton, UT**
 N-S Street: **1100 W**
 Date: **May 19th, 2014**
 Begin Time: **04:00 PM**
 Interval Length: **15 min**

E-W Street: **Maple Street**



| Time Interval | | NB | | | | SB | | | | EB | | | | WB | | | | Total All Moves | Hourly Totals |
|---------------|----------|------|------|-------|--------|------|------|-------|--------|------|------|-------|--------|------|------|-------|--------|--------------------|------------------|
| | | Left | Thru | Right | Trucks | | |
| | | 12 | 11 | 10 | 9 | 4 | 3 | 2 | 1 | 16 | 15 | 14 | 13 | 8 | 7 | 6 | 5 | | |
| 04:00 PM | 04:15 PM | | | | | | | | | | | | | | | | | 0 | |
| 04:15 PM | 04:30 PM | | | | | | | | | | | | | | | | | 0 | |
| 04:30 PM | 04:45 PM | | | | | | | | | | | | | | | | | 0 | |
| 04:45 PM | 05:00 PM | | | | | | | | | | | | | | | | | 0 | 0 |
| 05:00 PM | 05:15 PM | | | | | 1 | | 1 | | 7 | 57 | | | | 41 | 0 | | 107 | 107 |
| 05:15 PM | 05:30 PM | | | | | 0 | | 3 | | 3 | 65 | | | | 54 | 2 | | 127 | 234 |
| 05:30 PM | 05:45 PM | | | | | 3 | | 0 | | 6 | 65 | | | | 47 | 0 | | 121 | 355 |
| 05:45 PM | 06:00 PM | | | | | 0 | | 1 | | 3 | 70 | | | | 43 | 1 | | 118 | 473 |



| OPTIONAL Adjustment Factors | |
|-----------------------------|----------|
| Monthly: | 1.00 |
| Daily: | 1.00 |
| Interval: | 1.00 |
| Count: | 1.00 |
| Total: | 1 |

| ADJUSTED PEAK HOUR TRAFFIC VOLUMES | | | | | | | | | | | | |
|------------------------------------|------|-------|----------------|------|-------|------------------|------|-------|----------------|------|-------|--|
| Southbound | | | Westbound | | | Northbound | | | Eastbound | | | |
| Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | Left | Thru | Right | |
| 4 | 0 | 5 | 0 | 185 | 3 | 0 | 0 | 0 | 19 | 257 | 0 | |
| 9 | | | 188 | | | 0 | | | 276 | | | |
| Trucks: | | | Trucks: | | | Trucks: | | | Trucks: | | | |
| 0% | | | 0% | | | 0% | | | 0% | | | |
| Peak Hour: | | | | | | Peak Vol: | | | PHF: | | | |
| 05:00 PM to 6:00 PM | | | | | | 473 | | | 0.93 | | | |

Intersection

Int Delay, s/veh 0.5

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Vol, veh/h | 19 | 257 | 185 | 3 | 4 | 5 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 5 | - | - | - | 0 | 0 |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 21 | 279 | 201 | 3 | 4 | 5 |

| Major/Minor | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 204 | 0 | 524 |
| Stage 1 | - | - | 203 |
| Stage 2 | - | - | 321 |
| Critical Hdwy | 4.12 | - | 6.42 |
| Critical Hdwy Stg 1 | - | - | 5.42 |
| Critical Hdwy Stg 2 | - | - | 5.42 |
| Follow-up Hdwy | 2.218 | - | 3.518 |
| Pot Cap-1 Maneuver | 1368 | - | 514 |
| Stage 1 | - | - | 831 |
| Stage 2 | - | - | 735 |
| Platoon blocked, % | - | - | - |
| Mov Cap-1 Maneuver | 1368 | - | 506 |
| Mov Cap-2 Maneuver | - | - | 581 |
| Stage 1 | - | - | 831 |
| Stage 2 | - | - | 724 |

| Approach | EB | WB | SB |
|----------------------|-----|----|------|
| HCM Control Delay, s | 0.5 | 0 | 10.1 |
| HCM LOS | | | B |

| Minor Lane/Major Mvmt | EBL | EBT | WBT | WBR | SBLn1 | SBLn2 |
|-----------------------|-------|-----|-----|-----|-------|-------|
| Capacity (veh/h) | 1368 | - | - | - | 581 | 838 |
| HCM Lane V/C Ratio | 0.015 | - | - | - | 0.007 | 0.006 |
| HCM Control Delay (s) | 7.7 | - | - | - | 11.2 | 9.3 |
| HCM Lane LOS | A | - | - | - | B | A |
| HCM 95th %tile Q(veh) | 0 | - | - | - | 0 | 0 |

Intersection

Int Delay, s/veh 1.2

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Vol, veh/h | 49 | 257 | 185 | 6 | 6 | 23 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 5 | - | - | - | 0 | 0 |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 53 | 279 | 201 | 7 | 7 | 25 |

| Major/Minor | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 208 | 0 | 204 |
| Stage 1 | - | - | 204 |
| Stage 2 | - | - | 386 |
| Critical Hdwy | 4.12 | - | 6.22 |
| Critical Hdwy Stg 1 | - | - | 5.42 |
| Critical Hdwy Stg 2 | - | - | 5.42 |
| Follow-up Hdwy | 2.218 | - | 3.318 |
| Pot Cap-1 Maneuver | 1363 | - | 837 |
| Stage 1 | - | - | 830 |
| Stage 2 | - | - | 687 |
| Platoon blocked, % | - | - | - |
| Mov Cap-1 Maneuver | 1363 | - | 837 |
| Mov Cap-2 Maneuver | - | - | 535 |
| Stage 1 | - | - | 830 |
| Stage 2 | - | - | 660 |

| Approach | EB | WB | SB |
|----------------------|-----|----|-----|
| HCM Control Delay, s | 1.2 | 0 | 9.9 |
| HCM LOS | | | A |

| Minor Lane/Major Mvmt | EBL | EBT | WBT | WBR | SBLn1 | SBLn2 |
|-----------------------|-------|-----|-----|-----|-------|-------|
| Capacity (veh/h) | 1363 | - | - | - | 535 | 837 |
| HCM Lane V/C Ratio | 0.039 | - | - | - | 0.012 | 0.03 |
| HCM Control Delay (s) | 7.7 | - | - | - | 11.8 | 9.4 |
| HCM Lane LOS | A | - | - | - | B | A |
| HCM 95th %tile Q(veh) | 0.1 | - | - | - | 0 | 0.1 |

| **Whisper Rock PRD**
AMENDED DEVELOPMENT AGREEMENT

Whisper Rock PRD DEVELOPMENT AGREEMENT

This development agreement (the "Agreement") is made and entered into on May, 2014, by and between the Mapleton City Corporation, a Utah Municipal Corporation hereinafter referred to as the "City", and, Whisper Rock PRD dba Whisper Rock Limited Liability Corporation, hereinafter referred to as the "Developer".

RECITALS

A. Pursuant to enabling authority set forth in the Municipal Land Use Development and Management Act, City amended its General Plan and Zoning Ordinance.

B. Developer owns or controls property located generally at location in Mapleton, Utah, and which is legally described in Exhibit "A" (the "Property") attached hereto and made a part of this Agreement.

C. Developer has submitted an application to create and apply a new Planned Residential Development (PRD-1) zone to the property which would allow single family units to be constructed on the property at a density of up to 3.5 units per acre.

D. To assist City in its review and approval of the Project and to assure development of the Project in accordance with Developer's representations to City, Developer and City desire to enter into this Agreement which sets forth the conditions, terms, restrictions and requirements whereby Developer may develop the Project.

E. To allow development of the Property for the benefit of Developer, to ensure City that development of the Property will utilize best planning practices, and to ensure conformance with applicable City policies, Developer and City desire to enter into this Agreement and are each willing to abide by the terms and conditions set forth herein. Developer and City each acknowledge that development of the Project will result in significant planning, economic and other benefits to each party.

F. Acting pursuant to its legislative authority under Utah Code Annotated §§ 10-9-101, et seq., and after all required public notice and execution of this Agreement by Developer, the City Council of City, in exercising its legislative discretion, has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Development and Management Act, City's General Plan, and Title 16, 17, and 18 of the Mapleton City Code (collectively, the "Public Purposes"). As a result of such determination, the City has elected to consider the Project and the development authorized hereunder in accordance with the provisions of this Agreement.

AGREEMENT

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

1. Term. The term of this Agreement shall commence on, and the effective date of this Agreement shall be, the effective date of City action approving this Agreement. This Agreement shall terminate when a certificate of zoning compliance, as set forth in Section 18.12.100 of the Mapleton City Code, has been issued for every building included in the Project and any bonds associated with the Project, including durability bonds, have been released by City.

2. Abandonment; Reversion of Zoning. If during any one (1) year period after approval of the Project, Developer takes no substantial action in good faith to exercise the rights authorized under this Agreement to develop the Project, City may declare the Project to be abandoned. Provided, however, that prior to a declaration of abandonment, City shall give Developer thirty (30) days notice of City's intent to make such declaration. If Developer presents evidence to City of substantial good faith efforts to develop the Project or of economic or other conditions hindering development, City may grant Developer an extension of time for performance. In the event no extension of time is granted, City may elect to re-zone to an appropriate zone any portion of the Property for which a subdivision plat has not been recorded. Lots within any portion of the Project for which a subdivision plat has been recorded may be developed at any time subject to provisions of the Mapleton City Code applicable to recorded lots.

3. Agricultural Use To Remain in Undeveloped Areas - Irrigation Ditches. Any portion of the Property for which a plat has not been recorded shall be maintained in agricultural use. Agricultural use need not be maintained for any portion of the Property which is subject to a recorded plat. Irrigation ditches on the Property shall be maintained as at present unless the ditch owner in consultation with the applicable irrigation company approves piping, realignment, abandonment, or otherwise authorizes a change in the configuration or use of a ditch.

4. Conditions Precedent. City and Developer's obligations under this Agreement shall be subject to completion of the Specific conditions (the "Conditions Precedent") set forth in Exhibit "C" attached hereto and made a part of this Agreement. Upon fulfillment of the Conditions Precedent and City approval of the Project pursuant to applicable requirements of the Mapleton City Code and this Agreement, development of the Property shall be subject to the terms and conditions of this Agreement. In the event City disapproves the Project this Agreement shall be null and void and neither Developer nor City shall have any obligation hereunder.

5. Zoning Classification - Allowed Uses - Concept Plan. Subject to the terms of this Agreement, the zoning classification on the Property shall be a PRD Zone.

Refer to Exhibits A & B, which specifies the Legal Description of the land and proposed Concept Plan for the layout of the lots.

6. Applicable Code Provisions. All provisions of the Mapleton City Code and Utah Code § 10-9a-509, as constituted on the effective date of this Agreement shall be applicable to the project proposed on the Property except as expressly modified by this Agreement. The parties acknowledge that in order to proceed with development of the Property, Developer shall comply with the requirements of this Agreement and other requirements generally applicable to development in Mapleton City and this Agreement satisfies the legal requirement for the developer's rights to vest. The developer acknowledges the requirement to install all necessary infrastructure as stated in Mapleton City Code Chapter 17.16, at their own expense.

7. Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police powers of City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of City to enact such legislation under its police power, such legislation shall not modify Developer's rights as set forth herein unless facts and circumstances are present which meet the compelling, countervailing public interest exception to the vested rights doctrine as set forth in Utah Code Annotated § 10-9a-509(1)(a)(i) or successor case law. Any such proposed change affecting Developer's rights shall be of general application to all development activity in city. Unless City declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project.

8. Project Plan Approval. In the event City approves the Project, Developer shall cause final plans and specifications (including site and building design plans) (the "Project Plans") to be prepared for the Project.

A. Requirements. Project Plans shall meet the following requirements:

(1) Project building elevations and landscaping plans shall be reviewed and approved by City in accordance with standards and procedures generally applicable to development projects in City.

(2) Project Plans shall be in sufficient detail, as reasonably determined by City, to enable City to ascertain whether the Project design is acceptable (including the size, scope, composition of the primary exterior components, on and off-site vehicular and pedestrian access, and general Project design) and in accordance with the terms and conditions of this Agreement.

(3) In order to ensure the entire Project has a consistent design, Project Plans for all portions of the Project, including commercial buildings and associated areas, shall conform to the design criteria set forth in Exhibit "D" (the "Project Design Criteria" or "CC&R's") attache

(4) Except as modified by the Design Criteria, Project Plans shall comply with applicable standards and requirements of the Mapleton City Code, including but not limited to Titles 15 (Buildings and Construction), 16 (Development Code Part I-Municipal Planning), 17 ((Development Code Part II-Subdivisions), 18 (Development Code Part III-Zoning), and 19 (Impact Fee Procedures).

B. Construction. Developer shall ensure the Project is constructed in compliance with the Project Plans and any other lawful requirement imposed on the Project.

9. Subdivision Plat Approval. Either concurrently with, or subsequent to, approval of the Project Plans, as determined by Developer pursuant to applicable requirements of the Mapleton City Code, Developer shall cause one or more subdivision plats (the “Subdivision Plats”) to be prepared for the Project Property. Such plats shall conform to applicable requirements of the Mapleton City Code.

A. Fees. All impact fees shall be paid by Developer to the city for each of the lots within the final approved plat prior to recording pursuant to applicable requirements of the Mapleton City Code.

B. Bonding: Meet all requirements of Chapter 17.20, Performance Guarantees, of the Mapleton City Code.

C. Culinary Water Shares. The Developer shall transfer Water to the City as per City Ordinance in effect at the time of plat approval for each phase. The water shares need to be East Bench, Hobble Creek, or Mapleton Irrigation.

10. Standard for Approval of Project Plans and Subdivision Plats. All Project and Subdivision Plans must be reviewed by the Development Review Committee and Planning Commission, the City Council shall be the approving authority. Project Plans and Subdivision Plats must conform to applicable requirements of the Mapleton City Code, State and Federal Law, and this Agreement and if, as reasonably determined by City, the Project Plans meet the design criteria attached hereto as Exhibit “B”.

11. Commencement of Site Preparation. Developer shall not commence site preparation or construction of any Project improvement on the Property until such time as Subdivision Plats and Project Plans have been approved by City in accordance with the terms and conditions of this Agreement.

12. Project Phasing and Timing. Upon approval of Project Plans, Developer shall proceed by constructing the entire Project at one time or in approved phases. Final plat approval will not be given for subsequent phases until building permits have been issued on at least 40% of the lots in the previous phase.

13. Changes to Project. No material modifications to Project Plans shall be made after approval by City without City Council's written approval of such modification. Developer may request approval of material modifications to Project Plans from time to time as Developer may determine necessary or appropriate. For purposes of this Agreement, a material modification shall mean any modification which (i) changes by more than fifteen (15) percent the total area (footprint) of any building to be constructed on the Property, (ii) substantially changes the exterior appearance of the Project, (iii) substantially changes the location of any building to be constructed on the Property; or (iv) changes the functional design of the Project in such a way that materially affects traffic, drainage, or other design characteristics. Modifications to the Project Plans which do not constitute material modifications may be made without the consent of City Council. In the event of a dispute between Developer and City as to the meaning of "material modification," no modification shall be made without express City Council approval. Modifications shall be approved by the City Council if such proposed modifications are consistent with City's then-applicable rules and regulations and are consistent with the standard for approval set forth in this Agreement.

14. Time of Approval. Any approval consideration required by this Agreement shall not be unreasonably withheld or delayed and shall be made in accordance with applicable procedures set forth in the Mapleton City Code.

15. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to any portion of the Project so transferred. In the event of a sale or transfer of the Project, or any portion thereof, the seller or transferor and the buyer or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such transfer an agreement satisfactory to City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by City.

16. Default.

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

(1) A warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made.

(2) A determination made upon the basis of substantial evidence that Developer or City has not complied in good faith with one or more of the material terms or conditions of this Agreement.

(3) Any other event, condition, act or omission, either by City or Developer, (i) violates the terms of, or (ii) materially interferes with the intent and objectives of this Agreement.

B. Procedure Upon Default.

(1) Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the default. After proper notice and expiration of said thirty (30) day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Paragraph C herein. Failure or delay in giving notice of default shall not constitute a waiver of any default.

(2) Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

C. Breach of Agreement. Upon Default as set forth in Paragraphs A and B above, City may declare Developer to be in breach of this Agreement and City (i) may withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of zoning compliance for any building within the Project until the breach has been corrected by Developer. In addition to such remedies, either City or Developer (in the case of a default by the City) may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

D. Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah. The option to institute legal action, at least in the case of defaults, is available only after the cure provisions are complied with.

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

A. Recording of Agreement. In the event City approves the Project and all Conditions Precedent have been met, this Agreement shall be recorded as a covenant running with the Property herein described in order to put prospective purchasers or other interested parties on notice as to the terms and provisions hereof.

B. Severability. Each and every provision of this Agreement shall be separate, several and distinct from each other provision hereof, and the invalidity, unenforceability, or illegality of any such provision shall not affect the enforceability of any other provision hereof.

C. Time of Performance. Time shall be of the essence with respect to the duties imposed on the parties under this Agreement. Unless a time limit is specified for the performance of such duties each party shall commence and perform its duties in a diligent manner in order to complete the same as soon as reasonably practicable.

D. Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring the Property is developed as set forth herein to protect health, safety, and welfare of the citizens of City.

E. State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect. If City's approval of the Project is held invalid by a court of competent jurisdiction, this agreement shall be null and void.

F. Enforcement. The parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City

K. Applicable Law. This Agreement and the construction thereof, and the rights, remedies, duties, and obligations of the parties which arise hereunder are to be construed and enforced in accordance with the laws of the State of Utah.

L. Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

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

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

(2) City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

N. Relationship of Parties. This Agreement is not intended to create any partnership, joint venture or other arrangement between City and Developer. This Agreement is not intended to create any third party beneficiary rights for any person or entity not a party to this Agreement. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to City and Developer, (ii) the Project is a private development; (iii) City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

O. Title and Authority. Developer expressly warrants and represents to City that it is a limited liability company in good standing and that such company owns or controls all right, title and interest in and to the Property and that no portion of the Property, or any right, title or interest therein has been sold, assigned or otherwise transferred to any other entity or individual. Developer further warrants and represents that no portion of the Property is subject to any

lawsuit or pending legal claim of any kind. Developer warrants that the undersigned individual has full power and authority to enter into this Agreement on behalf of Developer. Developer understands that City is relying on such representations and warranties in executing this Agreement.

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

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

[signature page follows]

This Development Agreement has been executed by City, acting by and through its City Council, pursuant to a City Council motion authorizing such execution, and by a duly authorized representative of Developer as of the date first written above.

Attest: Mapleton City, a Utah Municipal Corporation

By: _____
Mayor

By: _____
City Recorder

By: _____

STATE OF UTAH
COUNTY OF UTAH

The foregoing instrument was acknowledged before me on this _____ day of _____ by Bruce Dickerson, of Whisper Rock LLC, a Utah limited liability company on behalf of such company.

NOTARY PUBLIC

My commission expires:

Exhibit "A"
Legal Description
Project Name
Project Area

Property Description

Commencing at a point located North 88°58'42" East along the Section line 1395.22 feet from the Southwest corner of Section 10, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 251.12 feet; thence West 451.87 feet; thence North 01°13'51" East 238.12 feet; thence North 88°51'00" West 23.52 feet; thence along the arc of a 83.00 foot radius curve to the right 44.54 feet (chord bears North 73°27'26" West 44.01 feet); thence West 386.17 feet; thence North 01°13'51" East 210.00 feet; thence West 288.29 feet; thence North 473.27 feet; thence North 88°50'32" East along a fence line 326.54 feet; thence North 89°43'12" East along a fence line 333.29 feet; thence North 89°34'17" East along a fence line 355.80 feet; thence South 01°09'42" West partially along a fence line and along the Westerly boundary line of Hales Subdivision Plats, A, B and C, 970.77 feet to the Section line; thence South 88°58'42" West along the Section line 260.91 feet to the point of beginning.

Exhibit "B" Final Site Plan

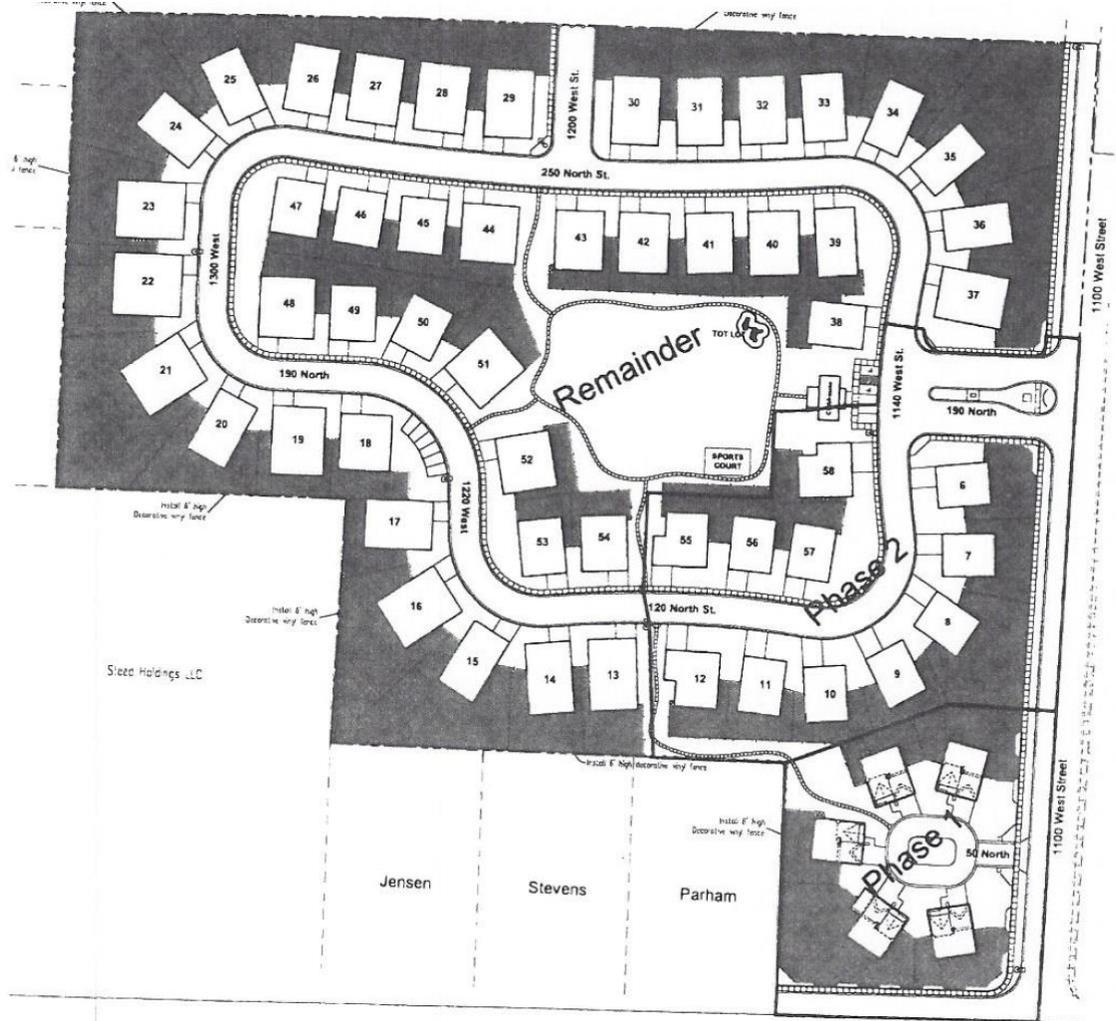


Exhibit "C" Conditions Precedent

Developer Responsibilities

1. Dedication of property for public improvements: The Developer agrees to dedicate to the City approximately twenty (20) feet of property along its frontage of 1100 West Street and along Maple Street for the widening of those roadways, the Developer also agrees to dedicate an additional 5 feet of property along those same frontages for the installation of sidewalk. The street and sidewalk dedications described will be addressed at time of site plan approval.
2. Developer will provide to the City all necessary easements for connection of project utilities to the public system.
3. Developer will provide no later than the construction of thirty (30) residential units a project clubhouse, tot lot play area and sport court, as shown on the Final Site Plan attached as Exhibit B. ~~with a minimum size of twenty two hundred (2,200) square feet. which will include the following amenities: swimming pool including restrooms with showers, theater room, meeting room and exercise facility.~~
4. Developer will provide a walking trail for the benefit of the project residents. The trail shall be constructed proportionally with each phase of construction as shown on the Final Site Plan attached as Exhibit B.
5. All units will be single family structures of frame construction with either a two (2) or three (3) car enclosed garage. The main floor living space of each unit will be a minimum of twelve hundred (1200) square feet. Building exteriors shall be of stucco, stone, brick or hard surface siding (Hardy Plank, Smart Siding or equilivientequivalent). Vinyl or aluminum siding is prohibited except for soffit and fascia and architectural features. The building front shall be a combination of stucco and stone.
6. With the recording of the first phase of development the developer will provide to the City evidence of incorporation of a homeowners association with authority to regulate common and limited common elements of the project. The homeowners association shall be responsible for all common element maintenance and shall maintain a look of uniform quality.
7. The Developer will fence the perimeter of the project with a six (6) foot vinyl fence except where adjacent to streets. All interior fencing shall be of vinyl in a compatible design to the perimeter fence. The fence design adjacent to 1100 West and Maple Streets will be approved by the City Council as a part of each phase.
- 7.8. Parking will be allowed on one side of the street only.
- 8.9. All storm drainage to be retained on site and dispersed through approved sumps and trench drains
- 9.10. Water shares will be delivered at time of approval of each phase of development.

- ~~10.11.~~ The project density shall not exceed three and one half (3.5) single family units per acre for the overall site.
- ~~11.12.~~ Developer shall maintain a minimum set back of twenty (~~2020~~) feet from the garage door and back of curb (back of sidewalk where applicable), sixteen (16) feet from the porch or living area and back of curb (back of sidewalk where applicable), and maintain a minimum distance of twenty (~~1520~~) feet between units.
- ~~12.13.~~ The Developer shall meet all requirements of Chapter 18.77, Planned Residential Development, Mapleton City Code.

City Responsibilities

1. Inconsideration of the above mentioned Developer responsibilities and because of the positive impact of the development as a buffer separating commercial and future commercial development from low density residential development, the City of Mapleton agrees to accept the surrender of seven (7) Transferable Development Rights or TDR's as full requirement for the increase in density. TDR's will be surrendered to the City concurrently with request for building permits at the rate of one (1) TDR per each eight point two (8.2) units.
2. The City accepts the street cross sections found in Exhibit D as the standard for street construction for the project.

Chapter 18.77

PRD-1 PLANNED RESIDENTIAL DEVELOPMENT-1 WHISPER ROCK DEVELOPMENT

[18.77.010: TITLE:](#)

[18.77.020: PURPOSE:](#)

[18.77.030: LEGISLATIVE FINDINGS:](#)

[18.77.040: WHERE ALLOWED; TYPES AND USES:](#)

[18.77.050: BUILDING PERMITS:](#)

[18.77.060: DEVELOPMENT STANDARDS AND REQUIREMENTS:](#)

[18.77.070: BONDING:](#)

18.77.010: TITLE:  

This chapter shall be known as the *PLANNED RESIDENTIAL DEVELOPMENT-1 ORDINANCE* or *PRD-1 ORDINANCE*. (Ord. 2009-06, 6-17-2009, eff. 8-19-2009)

18.77.020: PURPOSE:  

- A. The purpose of this chapter is to create diverse, quality housing in the city, while also providing a buffer from anticipated commercial development along the state road corridor (Highway 89) and adjacent lower residential uses.
- B. The purpose of this chapter is accomplished by:
1. Allowing densities higher than a typical residential development;
 2. Establishing standards for landscaping, building and site design, public safety, parking, aesthetics, traffic circulation, fencing, lighting, and other similar site improvements; and
 3. Requiring standards that enable the PRD-1 to fit into the surrounding neighborhoods. (Ord. 2009-06, 6-17-2009, eff. 8-19-2009)

18.77.030: LEGISLATIVE FINDINGS:  

The city council makes the following findings:

- A. Requiring standards for smaller lot housing will help preserve the quality of housing in the future within Mapleton City.
- B. Smaller lot housing may be utilized to help buffer commercial uses from low density residential development.

C. Although small lot housing has enjoyed a strong market demand as an alternative to the traditional large lot housing, additional standards for small lot housing are necessary to ensure adequate light, air, privacy, and open space for each dwelling unit, and to protect residents from the harmful effects of excessive noise, population density, traffic congestion, and other adverse environmental effects. (Ord. 2009-06, 6-17-2009, eff. 8-19-2009)

18.77.040: WHERE ALLOWED; TYPES AND USES:

- A. The area for the PRD-1 is located generally on the northwest corner of 1100 West and Maple Street, buffering existing and anticipated future commercial developments from low density residential developments.
- B. All uses within a PRD-1 shall comply with the development agreement provided under subsection [18.77.060M](#) of this chapter.
- C. The PRD-1 includes single-family dwellings on lots smaller than typically allowed in other zones.
- D. Accessory apartments may be allowed if determined with a development agreement provided under subsection [18.77.060M](#) of this chapter.
- E. Home occupations (subject to section [18.84.380](#) of this title) with the following additional restrictions:
 - 1. Notwithstanding the provisions of subsection [18.84.380D7](#) of this title, parking is further limited to the number of available off street parking spaces at the home. The home occupation owner shall ensure that all off street parking spaces shall be located in the driveway or garage. A client or employee shall park in the off street parking spaces designated for the home.
 - 2. A client or employee of the home occupation may not park or store a vehicle at the premises overnight. (Ord. 2011-16, 10-11-2011, eff. 11-28-2011)

18.77.050: BUILDING PERMITS:

The city shall not issue a building permit for any portion of the planned residential development until the final or final phased plat has been approved by the city council and recorded at the Utah County recorder's office. (Ord. 2009-06, 6-17-2009, eff. 8-19-2009)

18.77.060: DEVELOPMENT STANDARDS AND REQUIREMENTS:

The city requires the following development standards and requirements within the PRD-1:

- A. Density: A PRD-1 may be developed with overall densities of twelve thousand (12,000) square feet per unit with the use of TDRs. A PRD-1 not utilizing TDRs shall not exceed densities of fourteen thousand five hundred (14,500) square feet per unit.

Thus, by way of example and not limitation, a property owner who owns a total of ten (10) acres with an overall density of twelve thousand (12,000) square feet per unit shall be required to submit a total of six (6) TDRs, illustrated as follows:

10 acres multiplied by 43,560 square feet = 435,600 square feet
435,600 square feet divided by 12,000 square feet = 36 units
435,600 square feet divided by 14,500 square feet = 30 units
Total number of TDRs required = 6 TDRs (36 units subtracted by 30 units)

For the purpose of determining fractions, any fractional number shall be rounded up. For example, if the TDR calculation is 6.25, the property owner shall be required to submit a total of seven (7) TDRs.

B. Area: The minimum size requirement for any project applying for the PRD-1 shall be no less than ten (10) acres.

C. Minimum Floor Area: All dwelling units shall have a minimum main floor area of one thousand two hundred (1,200) square feet. Two-story homes shall have a minimum area of one thousand (1,000) square feet on the main floor. Main floor areas shall be exclusive of garages, porches, areas not normally considered occupied space.

D. Setbacks: All setbacks within the PRD-1 shall comply with the development agreement provided under subsection M of this section.

E. General Height Requirement: A maximum of thirty feet (30') measured from the finished grade at the foundation to the midpoint of the roof.

F. Fences:

1. Perimeter Fences: Developers shall erect a fence with a minimum height of six feet (6') on the perimeter of the PRD-1, except that no fence is allowed along exterior street frontages. However, if the applicant desires a fence along an exterior street frontage, the city council may approve the fence if the fence does not interfere with traffic safety. The perimeter fence shall have a consistent design throughout the project and use the same construction materials for the entire fence. The purpose of the fencing requirement is to buffer the surrounding residential neighborhoods from the PRD-1 and to buffer the PRD-1 from surrounding commercial uses. The city council may waive the fencing requirement if the topography is such that the fence does not meet the purpose of the fencing requirement. Wood fences and chainlink fences with slats are not permitted in the PRD-1.
2. Patio/Limited Common Area Fences: A patio or limited common area adjacent to the rear of a dwelling unit may be enclosed with a six foot (6') high maximum fence, provided that such fence includes an access gate from the common area. The minimum width and length of the common area leading to the gate shall be fifteen feet (15').

G. Landscaping:

1. All land within a PRD-1 not covered by buildings, driveways, sidewalks, structures, and patios shall be designated as common area and shall be permanently landscaped with trees, shrubs, lawn, or ground cover and maintained in accordance with good landscaping practice. All required setback areas adjacent to public or private streets shall be landscaped. All landscaping shall have a permanent underground sprinkling system.

2. At least one deciduous tree of two inch (2") caliper measured four feet (4') above the ground, one evergreen tree at least five (5) gallons in size, and sixteen (16) evergreen shrubs at least five (5) gallons in size are required for every dwelling.

H. Lighting Plan: The PRD-1 shall include a lighting plan. The lighting plan shall be designed to:

1. Discourage crime;
2. Enhance the safety of the residents and guests of the PRD-1;
3. Prevent glare into the sky and onto adjacent properties; and enhance the appearance and design of the project;
4. The PRD-1 homeowners' association is required to control, meter, and pay for all power costs for all outside lighting shown on the lighting plan except for front and back door lighting. The lighting plan shall designate which lighting shall be commonly metered to the association or owner.

I. Parking: Each residential unit shall have an attached or detached two (2) car garage. There shall be a minimum of four (4) parking spaces provided for each dwelling, two (2) in the garage and two (2) in the driveway directly in front of the garage. All parking spaces shall measure at least nine feet by eighteen feet (9' x 18'). Developers shall pave with asphalt and/or concrete all parking spaces, parking areas, and driveways and provide proper drainage. Drainage shall not be channeled or caused to flow across pedestrian walkways.

J. Streets:

1. All streets within a PRD-1 zone shall comply with the development agreement provided under subsection M of this section.
2. A traffic study will be required for the PRD-1.
3. All streets that are shown on the Mapleton City transportation master plan shall be developed as public streets according to the size and general location shown on the Mapleton City master street plan.
4. The city council has the authority to require streets in a PRD-1 to connect with other public streets outside the PRD-1 where such connection is necessary for good traffic circulation in the area.
5. All streets in a PRD-1 shall be public streets constructed to city standards and specifications and dedicated to the city. However, private drives may be permitted, provided that:
 - a. They will not extend to or provide service to another property or parcel not included in the PRD-1.
 - b. They shall be paved with either concrete or asphalt and shall not access or service more than five (5) units.
 - c. They will not provide access or travel between, or otherwise connect with two (2) or more public streets.
 - d. They are designed by a qualified civil engineer and constructed to city standards and specifications.

- e. They are designated on the final plat as perpetual rights of way and public utility easements.
- f. All access points from public streets have "Private Street" or "Private Drive" signs installed.
- g. They are no less than twenty four feet (24') in width.
- h. The city council or city engineer may require private streets/drives to be wider if necessary to ensure traffic and pedestrian safety and to reduce traffic congestion.
- K. Exterior Finishing Materials: The front elevation shall be of either brick, stone, cultured stone, stucco, or a combination of these materials. The rear and side elevations shall be of either brick, stone, cultured stone, stucco, or hard surface siding (hardy plank).
- L. Homeowners' Association: The applicant shall establish a homeowners' association for the PRD-1. The homeowners' association shall maintain all common and open areas, including any amenities provided within the project.
- M. Development Agreement Required: Prior to the rezone hearing before the planning commission and city council for the PRD-1, the applicant shall provide a detailed development agreement that details the entire project, an accurate legal description, the total number of units, the number of TDRs being used, the amount of, and design of open spaces, fencing and any other amenities the developer is going to provide. The agreement will be recorded with the Utah County recorder and will be attached to the title of the property. (Ord. 2009-06, 6-17-2009, eff. 8-19-2009)

18.77.070: BONDING:  

Meet all requirements of [chapter 17.20](#), "Performance Guarantees", of this code.

MAPLETON CITY DEVELOPMENT REVIEW COMMITTEE MINUTES

June 24, 2014 at 8:30am

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

On June 16, 2014 an application was submitted for the Whisper Rock Plat “C” subdivision consisting of 42 lots located at approximately 190 N and 1100 W. The items below include 1) requested changes to the submitted plans, 2) other items required as part of the application and/or 3) informational items regarding city standards. **All items that include an * and are bolded are required prior to any public hearings.**

Community Development Division

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

Email: sconroy@mapleton.org

Please submit revised drawings and the following corrections:

- The project will require review by the Planning Commission and the City Council.
- Submit a Utah County tax clearance showing that taxes are current for the property.
- Submit a Preliminary Title Report or Policy of Title Insurance.
- ***Submit a brief cover letter describing the project.**
- ***The Plat name should be “Whisper Rock Plat C”. There are some references to phase 3 and several references to Plat “B”. Please correct.**
- ***The “Reservation of Common Areas” section of the final plat refers to private streets. There will be no private streets in this plat.**
- ***The street dedication should be shown as cross hatched on the final plat.**
- ***The Point of Beginning appears to be in the wrong location on the plat. It should be at the southwest corner of site.**
- ***The Development Agreement requires that the fencing along 1100 West be approved as part of the plat approval. Please indicate what type of fencing will be proposed. This could be included in the cover letter. Staff recommends continuing the vinyl with wrought iron design.**
- **Call out 1140 West Street on the Plat.**
- ***The Development Agreement requires a minimum of 15 feet between each residence. Based on the scale on the plat, it appears that many of the home sites don’t meet this 15 foot setback. Please include a note on the plat indicating that the setbacks between residential units shall be a minimum of 15 feet per the development agreement.**
- ***Please eliminate “Qwest” from the signature line on the final plat.**
- ***Please submit the revised traffic study that was reference during the recent City Council meeting regarding amendments to the Development Agreement.**
- The City contact list is not required on the plans. However, if you chose to keep it on the cover sheet, please update as shown in the attachment.
- Any and all property overlaps or property line disputes shall be resolved prior to plat recording.

- Include the addresses on the final plat as shown in the attachment.
- Per the Development Agreement, the clubhouse shall be built prior to the issuance of a building permit for the 30th residential unit in the development.
- The City is in the process of updating its water conveyance requirements. If a new ordinance is adopted prior to recording of the final plat, the applicant has the option of either complying with the old ordinance or the new ordinance.
- The applicant has 2 water shares that were submitted as part of the Plat “B” approval that can be used towards Plat “C”.
- 5 Transferable Development Rights (TDRs) shall be submitted prior to plat recording.

Engineering and Public Works Division

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

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

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

Address the following concerns in revised drawings:

Project: Whisper Rock “C” Date: 6-25-2104

Site Grading:

1. Clearing and Grubbing of site will be required.

Sewer System:

1. 8” PVC SDR 35- required for mainline sewer.

Water System:

1. 8” D.I. class 350-required for main waterlines.
2. ***Fire hydrant 500’ spacing min.**
3. Water Model is to be reviewed by RB&G (801) 374- 5771, the cost of this review is the responsibility of the developer and will include the entire development.

Secondary Water (Pressure Irrigation):

1. 8” PVC C900/905 SDR 18-required for all secondary main.
2. Show PI connections to landscape areas.

Roadway:

1. ***Road x-sections: The north east corner of development from 190 North to 1200 West should be a 40’ x-section as shown in prior plans. Include x-section with plans.**
2. ***1100 West: show x-section for improvements from 190 North to north boundary.**
 - a. **Show 1” overlay over entire roadway from Maple Street to north boundary, as per prior plans.**
3. Include ADA ramps at all intersecting sidewalk and roadways.

Storm Drain:

1. Boxes/Basins/Sumps (Sumps/inlets 300’ spacing)
2. ***Include storm drain basin landscape and maintenance plans.**
3. ***Storm Water Calculations: Design for 100 year storm.**

4. Include revised geo-tech report and address ground water issues and restrictions on basements/habitable floor space (prior to City Council hearing).
5. SWPPP will be required.

Miscellaneous:

1. Concrete collars required for all manhole and water valves.
2. A 35' easement will be required for the sewer and water which exits the property on North West corner.
3. Receive irrigation company approval for work on Mapleton Irrigation Company ditches.
4. ***Mapleton/APWA standards are required, remove all references to Orem city and asphalt street x-sections on page C-1.1.**

Upon final plat approval from the City Council, the following items will be required:

- Revise drawings to address any outstanding issues raised in the DRC comments and/or project conditions.
- Applicant may choose to either 1) establish a performance bond and durability bond agreement prior to plat recording (amount to be determined by City Engineer) or 2) to install any required improvements (i.e. utilities, roads, curb, gutter, sidewalk, etc.) without a performance bond (durability bond still required). If option 2 is selected, the plat will not be recorded until the City has accepted the improvements.
- Payment of impact fees (\$4,528 per lot). An additional impact fee of \$6,968 per lot will be required at the time of building permit issuance.
- Submittal of 5 TDR's.
- Satisfy the water conveyance requirements (currently 1 acre-foot per unit).
- Payment of engineering inspection fees (\$170 per lot).
- Payment of street light fee (\$450 per lot).
- Submit a SWPPP and Land Disturbance application and fee (\$500). Contact Scott Bird at Public Works (489-6253) to review this requirement.
- Submit final mylar with all required signatures.
- Submit a check made out to Utah County Recorder (\$30 per page and \$1 per lot).