



## ALPINE CITY PLANNING COMMISSION MEETING

**NOTICE** is hereby given that the **PLANNING COMMISSION** of Alpine City, Utah will hold a **Public Hearing and a Regular Meeting at Alpine City Hall**, 20 North Main, Alpine, Utah on **Tuesday, April 7, 2015 at 7:00 pm** as follows:

### I. GENERAL BUSINESS

- |                             |               |
|-----------------------------|---------------|
| A. Welcome and Roll Call:   | Steve Cosper  |
| B. Prayer/Opening Comments: | Judi Pickell  |
| C. Pledge of Allegiance:    | By Invitation |

### II. PUBLIC COMMENT

Any person wishing to comment on any item not on the agenda may address the Planning Commission at this point by stepping to the microphone and giving his or her name and address for the record.

### III. ACTION ITEMS

- A. East View Plat F Final Plan- Approx. 800 North Patterson Lane - Patterson Construction Inc.**  
The Planning Commission will review the final plan for the proposed East View Plat F subdivision.
- B. Eagle Pointe - Exception regarding 5% of a lot having a slope of more than 25%.**  
The Planning Commission will readress the approval or disapproval of an exception for the proposed subdivision.
- C. PUBLIC HEARING - PRD Ordinance Amendment**  
The Planning Commission will review a proposed amendment that would change the process for receiving an exception.
- D. Dominion Insurance Office Building Site Plan - 341 S. Main Street - Lawrence Hilton**  
The Planning Commission will review the site plan for a new building that would include office and dining space.
- E. Oberee Annexation Discussion**  
The Planning Commission will discuss the potential terms of annexation for the Oberee area.
- F. Trails Committee Report**  
The Open Space and Trails Committee will make a presentation to the Planning Commission.

### IV. COMMUNICATIONS

### V. APPROVAL OF PLANNING COMMISSION MINUTES: March 17, 2015

### ADJOURN

Chairman Steve Cosper  
April 3, 2015

**THE PUBLIC IS INVITED TO ATTEND ALL PLANNING COMMISSION MEETINGS.** If you need a special accommodation to participate in the meeting, please call the City Recorder's Office at 801-756-6347 ext. 5.

**CERTIFICATION OF POSTING.** The undersigned duly appointed recorder does hereby certify that the above agenda notice was posted in three public places within Alpine City limits. These public places being a bulletin board located inside City Hall at 20 North Main and located in the lobby of the Bank of American Fork, Alpine Branch, 133 S. Main, Alpine, UT; and the bulletin board located at The Junction, 400 S. Main, Alpine, UT. The above agenda notice was sent by e-mail to The Daily Herald located in Provo, UT a local newspaper circulated in Alpine, UT. This agenda is also available on the City's web site at [www.alpinecity.org](http://www.alpinecity.org) and on the Utah Public Meeting Notices website at [www.utah.gov/pmn/index.html](http://www.utah.gov/pmn/index.html).

# PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

**Please remember all public meetings and public hearings are now recorded.**

- All comments **must** be recognized by the Chairperson and addressed through the microphone.
- When speaking to the Planning Commission, please stand, speak slowly and clearly into the microphone, and state your name and address for the recorded record.
- Be respectful to others and refrain from disruptions during the meeting. Please refrain from conversation with others in the audience as the microphones are very sensitive and can pick up whispers in the back of the room.
- Keep comments constructive and not disruptive.
- Avoid verbal approval or dissatisfaction of the ongoing discussion (i.e., booing or applauding).
- Exhibits (photos, petitions, etc.) given to the City become the property of the City.
- Please silence all cellular phones, beepers, pagers or other noise making devices.
- Be considerate of others who wish to speak by limiting your comments to a reasonable length, and avoiding repetition of what has already been said. Individuals may be limited to two minutes and group representatives may be limited to five minutes.
- Refrain from congregating near the doors or in the lobby area outside the council room to talk as it can be very noisy and disruptive. If you must carry on conversation in this area, please be as quiet as possible. (The doors must remain open during a public meeting/hearing.)

## **Public Hearing v. Public Meeting**

If the meeting is a **public hearing**, the public may participate during that time and may present opinions and evidence for the issue for which the hearing is being held. In a public hearing there may be some restrictions on participation such as time limits.

Anyone can observe a **public meeting**, but there is no right to speak or be heard there - the public participates in presenting opinions and evidence at the pleasure of the body conducting the meeting.

## **ALPINE PLANNING COMMISSION AGENDA**

**SUBJECT: East View Plat F Final Plat - Phase 1**

**FOR CONSIDERATION ON: 7 April 2015**

**PETITIONER: Patterson Construction**

**ACTION REQUESTED BY PETITIONER: Approve the Final Plat**

**APPLICABLE STATUTE OR ORDINANCE: Section 4.6.3 (Final Plat)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

The proposed East View Plat F subdivision has received Preliminary approval for 9 lots on 4.15 acres. The developer proposes to phase the development and is seeking final approval for 6 of the 9 lots on 2.26 acres. The remaining future lots have structures on them which the developer wishes to leave in place for the time being. The proposed 6 lots range in size from 10,029 to 16,383 square feet. The development is located south of East View Drive and west of Quincy Court and is in the TR-10,000 zone.


### **STAFF RECOMMENDATION:**

Alpine City Staff recommends that approval of the proposed development be recommended with the following conditions:

- The Developer address the redlines and provide an updated cost estimate.
- The Developer meets the water policy with Alpine Irrigation Company shares.
- The Fire Chief approves the location of the proposed fire hydrants.



Date: April 2, 2015

By: Jed Muhlestein, P.E.   
Assistant City Engineer

Subject: East View Plat F Phase 1 Subdivision – Final Review  
6 lots on 2.26 acres

### Background

The proposed East View Plat F subdivision has received Preliminary Approval for 9 lots on 4.15 acres. The developer proposes to phase the development and is seeking Final Approval for 6 of the 9 lots on 2.26 acres. The remaining future lots have structures on them which the developer wishes to leave in place for the time being. The proposed 6 lots range in size from 10,029 to 16,383 square feet. The development is located south of East View Drive and west of Quincy Court and is in the TR-10,000 zone.

### Street System

The proposed development shows access from East View Drive via Patterson Lane. The plan shows a new cul-de-sac being built to provide the required frontage for the lots. Plan and profiles have been submitted for the streets and are in compliance with the development standards **pending a few minor redline corrections**. Curb, gutter, and sidewalk are shown on both sides of proposed streets.

The developer has supplied a right-of-way dedication that will be recorded with the Phase 1 plat on lot 9 where the Robert Patterson home is located. This was to ensure alignment and connection of Patterson Lane when the rest of the property is ready for development.

### Sewer System

There is an existing 8-inch sewer line running between East View Drive and Patterson Lane that can serve the development. Profiles have been submitted for the sewer design and are in compliance with the standards. 4-inch sewer laterals are shown for each new lot, including the two future lots.

### **Culinary Water System**

There is currently a 6-inch water line stubbed southward down Patterson Lane off East View Drive. A new 8-inch line is shown to replace this stub and connect to the 6-inch main in East View. **The Fire Chief will need to approve the location of the proposed fire hydrants.** 3/4-inch service laterals and water meters are shown for each new lot, including the two future lots.

### **Pressurized Irrigation System**

There are currently two 2-inch pressurized irrigation lateral lines stubbed from East View Drive that are used for agricultural purposes. Both connections would be required to be capped and abandoned at the main line in East View. The westerly service could be relocated more southerly (closer) to the property it serves.

The plans show a new 8-inch main connecting at East View Drive and running along Patterson Lane with a 4-inch line installed to serve the Robert Circle cul-de-sac. 1-inch pressurized irrigation laterals are shown for the each new lot, including the two future lots.

### **Storm Water Drainage System**

The storm drain system is designed to flow to the existing storm drain system located in Grove Drive. There is currently a 15-inch storm drain line stubbed on the west side of Quincy Court for this purpose which the plans show connection to. Also, there is a storm drain sump at the southwest corner of East View Drive and Patterson Lane which has had drainage problems. The plans show corrections for this area. The city will participate in the costs associated with connecting this intersection to the East View storm drain system. **There are some redlines on the storm drain system to be addressed. These details must be worked out prior to final approval and an updated cost estimate will be provided.**

A storm water pollution prevention plan would be required for the site addressing best management practices that will be implemented to control erosion on the site during construction. A UPDES and Land Disturbance Permit will be required prior to construction.

### **General Subdivision Remarks**

There are redlines to correct on the construction drawings and plat which must be corrected before Final Approval by the City Council.

The developer has acquired boundary line agreements from surrounding property owners to fix overlapping property boundary issues. A copy of those agreements will be included in the packet.

The water policy will need to be met for this development. The applicant shows they will use

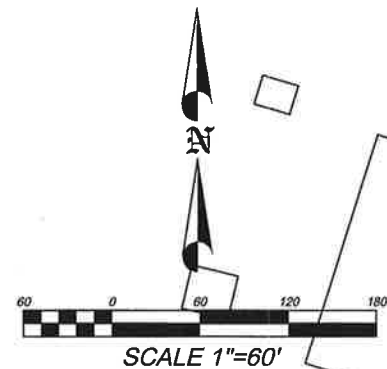
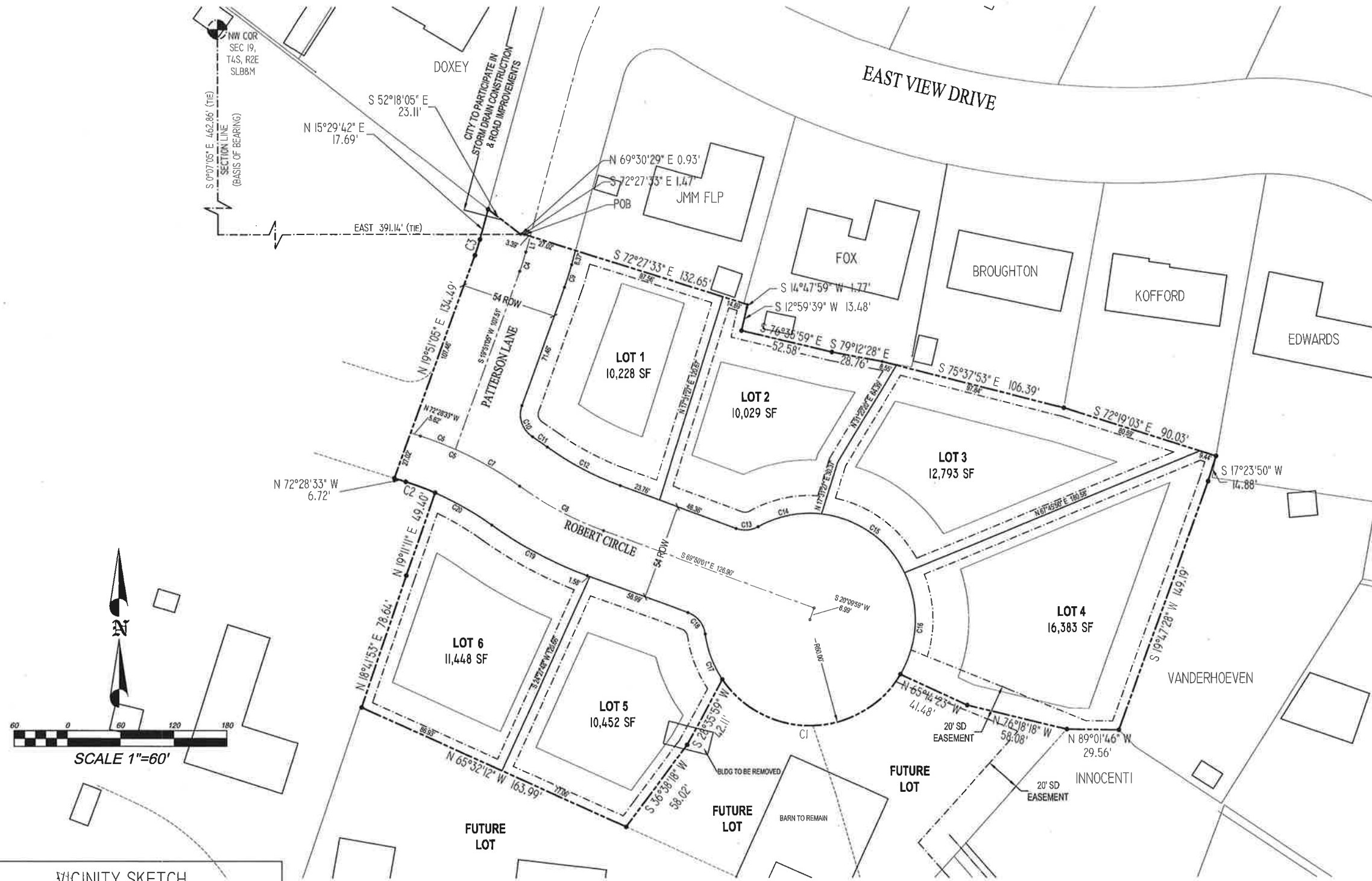
credits to meet this; however, Alpine Irrigation shares have been used to irrigate the property. It has been the policy of Alpine City to require irrigation shares to meet the water policy on properties that have been historically irrigated with irrigation shares.

**We recommend that approval of the proposed development be recommended and approved with the following conditions:**

- **The Developer address the redlines and provide an updated cost estimate**
- **The Developer meets the water policy with Alpine Irrigation Company shares**
- **The Fire Chief approves the location of the proposed fire hydrants**

EAST VIEW  
PLAT "F"

LOCATED IN THE NW 1/4 OF SECTION 19, T4S, R2E, S.L.B.8M  
ALPINE CITY, UTAH COUNTY, STATE OF UTAH



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	60.00	20.02	101°56'40"	100.00	S 88°25'02" W
C2	173.00	17.57	05°49'06"	17.56	N 69°36'00" W
C3	123.00	9.35	06°21'24"	9.35	N 17°40'23" E
C4	150.00	11.41	06°21'24"	11.40	S 17°40'23" W
C5	200.00	63.17	18°05'47"	62.91	S 62°25'49" E
C6	200.00	21.39	06°07'45"	21.38	S 62°25'49" E
C7	200.00	41.71	11°58'30"	41.70	S 60°27'47" E
C8	200.00	53.06	15°27'18"	53.78	S 61°06'26" E
C9	177.00	13.46	06°21'24"	13.46	S 17°40'23" W
C10	15.00	20.11	26°48'00"	18.63	S 38°32'55" E
C11	227.00	10.18	02°34'58"	10.18	S 85°30'51" E
C12	173.00	16.66	15°27'18"	16.57	S 62°06'26" E
C13	15.00	12.88	18°05'47"	12.49	N 85°33'30" E
C14	60.00	37.43	35°33'13"	36.64	N 78°43'37" E
C15	60.00	60.00	57°18'00"	57.54	S 54°58'07" E
C16	60.00	60.00	57°18'00"	57.54	S 62°27'33" W
C17	60.00	27.87	26°48'00"	27.62	N 20°58'07" W
C18	15.00	16.28	62°30'25"	15.69	N 38°44'48" W
C19	227.00	61.23	15°27'18"	61.04	N 62°06'26" W
C20	173.00	37.07	12°16'14"	37.00	N 60°21'07" W

PLAT NOTES

- CURRENT ZONING: CR-40,000
- DESIGN CRITERIA FOR ELEVATION OF 5,000 FEET
- DESIGN CRITERIA FOR SNOW LOAD OF 45 LB/SF
- THE INTERNATIONAL FIRE CODE MAY REQUIRE FIRE SPRINKLERS BASED UPON THE SIZE OF HOME AND FIRE FLOW CAPACITY. A FIRE FLOW TEST MAY BE REQUIRED AT THE TIME OF BUILDING PERMIT.
- IF FIRE SPRINKLERS ARE PROPOSED THE FIRE FLOW REQUIREMENT IS REDUCED BY 50%.

ADDRESS TABLE

LOT #	ADDRESS
1	
2	
3	
4	
5	
6	

TABULATIONS

ZONING TR-10,000  
TOTAL AREA 2.26 AC  
# OF LOTS 6

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_ A.D., 20\_\_\_\_

CITY ATTORNEY  
EV-FINAL PLAT F.DWG 23.MAR.2015

SURVEYOR'S CERTIFICATE

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, OPEN SPACES, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SURVEYOR \_\_\_\_\_ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point located South 00°07'05" East along the section line 462.86 feet and East 391.14 feet from the Northwest Corner of Section 19, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 72°27'33" East along East View Plat "C" as recorded in the office of the Utah County Recorder a distance of 132.65 feet; thence along a fence line the following six courses and distances: 1) South 14°47'59" West 1.77 feet, 2) South 12°59'39" West 13.48 feet, 3) South 70°35'59" East 52.58 feet, 4) South 79°12'28" East 28.76 feet, 5) South 75°37'53" East 106.39 feet, and 6) South 72°19'03" East 90.03 feet; thence South 17°23'50" West 14.88 feet; thence South 19°47'28" West 149.19 feet; thence North 89°01'46" West 29.56 feet; thence North 76°18'18" West 58.08 feet; thence North 65°14'23" West 41.48 feet; thence on a non-tangent curve to the right having a radius of 60.00 feet and a length of 120.02 feet, chord of said curve bears South 88°25'02" West 100.00 feet; thence South 28°35'59" West 42.11 feet; thence South 36°38'18" West 58.02 feet; thence North 65°32'12" West 163.99 feet; thence North 18°41'33" East 78.64 feet; thence North 19°11'11" East 49.40 feet; thence on a non-tangent curve to the left having a radius of 173.00 feet and a length of 17.57 feet, chord of said curve bears North 69°34'00" West 17.56 feet; thence North 72°28'33" West 6.72 feet; thence North 19°51'05" East 134.49 feet; thence on a regular curve to the left having a radius of 123.00 feet and a length of 9.35 feet, chord of said curve bears North 17°40'23" East 9.35 feet; thence North 15°29'42" East 17.69 feet; thence South 52°18'05" East 23.11 feet; thence North 69°39'29" East 0.93 feet; thence South 72°27'33" East 1.47 feet to the point of beginning.

Area = 2.2645 Acres

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE, ALL THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, OPEN SPACE, AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF UTAH

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF ALPINE CITY, COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, OPEN SPACES, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

APPROVED \_\_\_\_\_ CITY ENGINEER  
(SEE SEAL BELOW)

ATTEST \_\_\_\_\_ CLERK - RECORDER  
(SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE ALPINE CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY

CHAIRMAN, PLANNING COMMISSION

EAST VIEW  
PLAT "F"

LOCATED IN THE NW 1/4 OF SECTION 19, T4S, R2E, S.L.B.8M  
ALPINE CITY, UTAH COUNTY, STATE OF UTAH

SCALE: 1" = 60' FEET

GENERAL NOTES

- 1. SETBACKS = FRONT 30', REAR 20', SIDE 10' MIN/22' TOTAL, CORNER LOT SIDE YARD 30',
- 2. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS, ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.
- 3. ALL ROADWAYS ARE PUBLIC ROADWAYS TO BE MAINTAINED BY ALPINE CITY.
- 4. P.U.'S AS FOLLOWS = 10' FRONT, 5' REAR AND SIDES.
- 5. PATTERSON LANE BY LOT 1 CONNECTING TO EAST VIEW DRIVE WILL BE CONSTRUCTED AS A FULL 54' STREET WIDTH.
- 6. ALL SEWER LATERALS TO BE 4" WITH MINIMUM 2% SLOPE WITH CLEANOUT BEHIND CURB.
- 7. ALL WATER SERVICE LINES TO BE 1" LINE WITH 3/4" METER AND STANDARD ALPINE CITY METER BOX AND SETTER.
- 8. ALL ROOF GUTTERS AND DRAINS TO DRAIN TO SEPARATE SUMP ON EACH LOT NEAR CORNERS OF PROPOSED HOMES. TWO SUMPS FOR EACH BUILDING AVERAGE. SUMP AND DRAINAGE DETAILS TO BE PREPARED WITH PRELIMINARY PLAT.
- 9. SEE SEPARATE STORM DRAINAGE CALCULATIONS.
- 10. SEWER LATERALS TO BE PLACED 10 FEET FROM WATER LATERALS.
- 11. ADJOINING PARCEL TO THE WEST (NOW IN CR-20 ZONE) TO BE THIRD PHASE WITH THE ABILITY TO BE SUBDIVIDED AT A LATER DATE.
- 12. GEOTECHNICAL REPORT WILL BE PREPARED WITH PRELIMINARY PLAT.
- 13. THE PREDOMINANT SOIL TYPE ON THIS SITE IS C4C (CLEVERLY GRAVELLY FINE SANDY LOAM). THE SOIL IS WELL-DRAINED, >80" TO WATER DEPTH, AVAILABLE WATER CAPACITY = 6.4", INFILTRATION RATE = 0.6 - 2.0 IN/HR. OTHER SOILS ON SITE = C1D AND B1B WITH SIMILAR CHARACTERISTICS.
- 14. ZONING BOUNDARY CLARIFICATION WAS AFFIRMED FOR TR ZONE ON APRIL 1, 2003 FOR ROBERT PATTERSON PROPERTY.
- 15. SURVEYOR = DAVE OR AARON THOMAS, R.L.S., 801-224-1308
- 16. EXISTING CONTOURS FROM ALPINE CITY.
- 17. THERE ARE NO KNOWN WATERWAYS, WATER COURSES, WETLANDS, FLOOD ZONES, FAULT LINES, DEBRIS FLOWS, OR ROCKSLIDES LOCATED ON THIS PROPERTY.
- 18. THERE ARE NO IRRIGATION DITCHES ON THIS SITE THAT NEED TO BE MAINTAINED.
- 19. SEE SEPARATE GEOTECHNICAL INVESTIGATION BY GEOSTRATA.

TABULATIONS

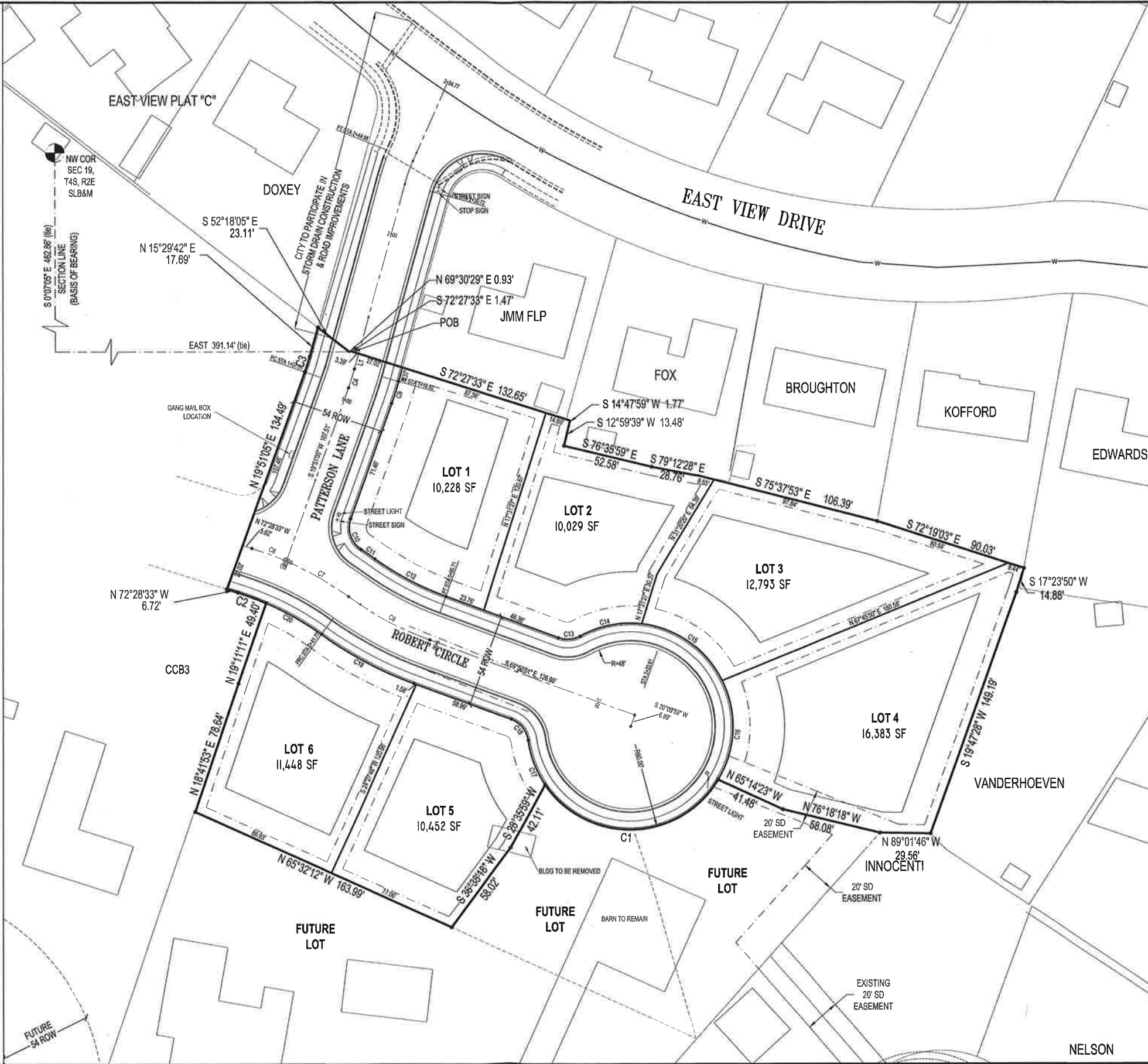
ZONING	TR-10,000
TOTAL AREA	2.26 AC
# OF LOTS	6

LEGAL DESCRIPTION

Beginning at a point located South 00°07'05" East along the section line 462.86 feet and East 391.14 feet from the Northwest Corner of Section 19, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 72°27'33" East along East View Plat "C" as recorded in the office of the Utah County Recorder a distance of 132.65 feet; thence along a fence line the following six courses and distances: 1) South 14°47'59" West 1.77 feet, 2) South 12°59'39" West 13.48 feet, 3) South 76°35'59" East 52.58 feet, 4) South 79°12'28" East 28.76 feet, 5) South 75°37'53" East 106.39 feet, and 6) South 72°19'03" East 90.03 feet; thence South 17°23'50" West 14.88 feet; thence South 19°47'28" West 149.19 feet; thence North 89°01'46" West 29.56 feet; thence North 76°18'18" West 58.08 feet; thence North 65°14'23" West 41.48 feet; thence on a non-tangent curve to the right having a radius of 60.00 feet and a length of 120.02 feet, chord of said curve bears South 88°25'02" West 100.99 feet; thence South 28°35'59" West 42.11 feet; thence South 36°38'18" West 58.02 feet; thence North 65°32'12" West 163.99 feet; thence North 18°41'53" East 78.64 feet; thence North 19°11'11" East 49.40 feet; thence on a non-tangent curve to the left having a radius of 173.00 feet and a length of 17.57 feet, chord of said curve bears North 69°34'00" West 17.56 feet; thence North 72°28'33" West 6.72 feet; thence North 19°51'05" East 134.49 feet; thence on a regular curve to the left having a radius of 123.00 feet and a length of 9.35 feet, chord of said curve bears North 17°40'23" East 9.35 feet; thence North 15°29'42" East 17.69 feet; thence South 52°18'05" East 23.11 feet; thence North 69°30'29" East 0.93 feet; thence South 72°27'33" East 1.47 feet to the point of beginning.

Area = 2.2645 Acres

VICINITY SKETCH



DEVELOPMENT

# EAST VIEW PLAT F SUBDIVISION

PATTERSON LANE & ROBERT CIRCLE

DEVELOPER

11038 N. Highland Blvd Suite 100  
Highland, UT 84003  
(801) 642-0119

SCALE: 1" = 30'

11038 N Highland Blvd Suite 400  
Highland, UT, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS		SEAL
NO.	DATE	DESCRIPTION
1		
2		
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6		
7		

ACTION	DATE
FINAL	1/20/15

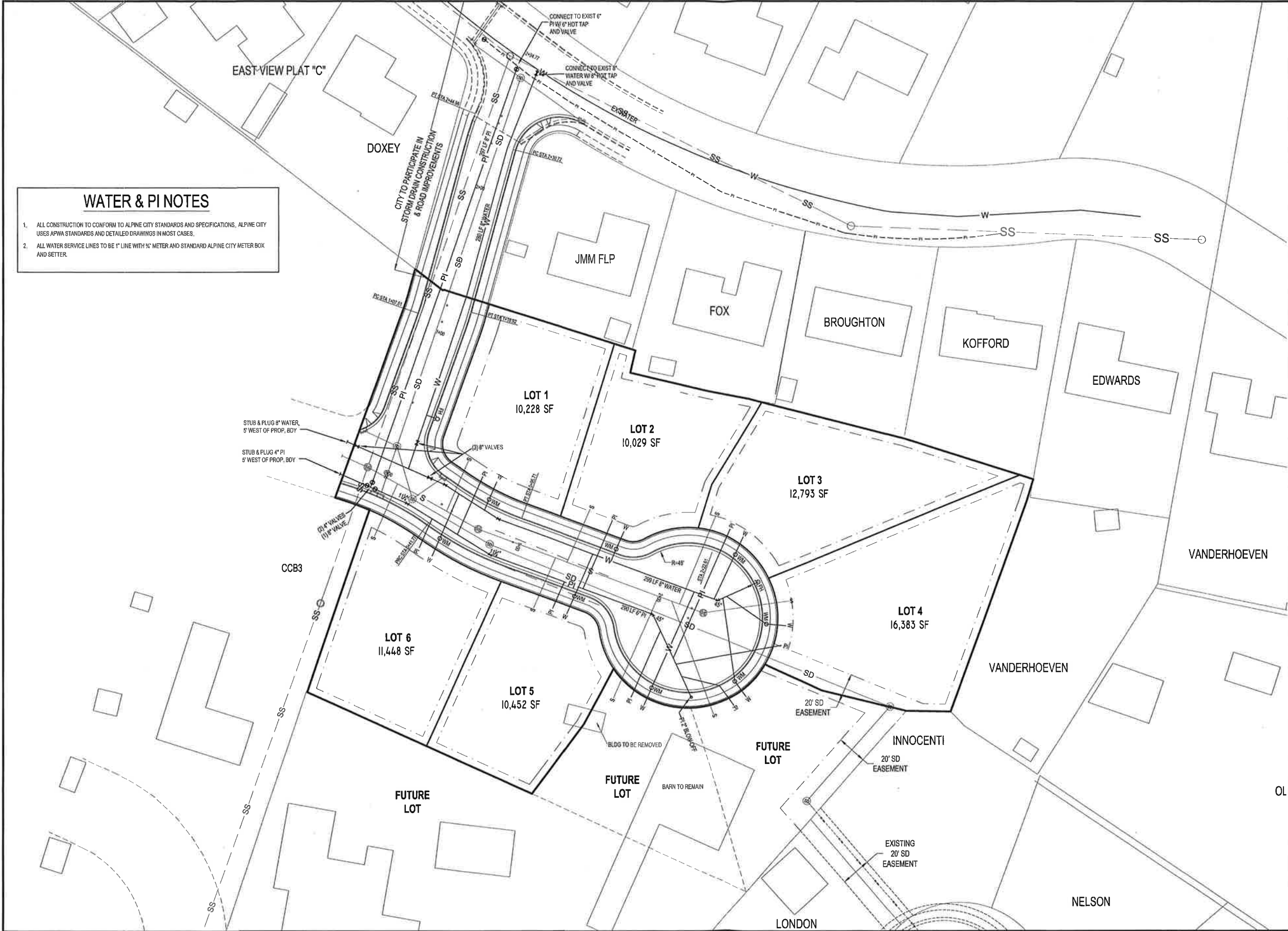
PROJECT

## EAST VIEW PLAT F SUBDIVISION

DESCRIPTION

### CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
COVER	C1



**WATER & PI NOTES**

1. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS, ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.

2. ALL WATER SERVICE LINES TO BE 1" LINE WITH 1/2" METER AND STANDARD ALPINE CITY METER BOX AND SETTER.

DEVELOPMENT

# EAST VIEW PLAT F SUBDIVISION

PATTERSON LANE & ROBERT CIRCLE

DEVELOPER

www.phutah.com

11038 N. Highland Blvd Suite 100  
Highland, UT 84003  
(801) 642-0119

SCALE: 1"= 30'

**CIVIL ENGINEERING**  
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Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1677

PROJECT STATUS			SEAL
NO.	DATE	DESCRIPTION	
1			
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ACTION	DATE
FINAL	1/20/15

PROJECT

## EAST VIEW PLAT F SUBDIVISION

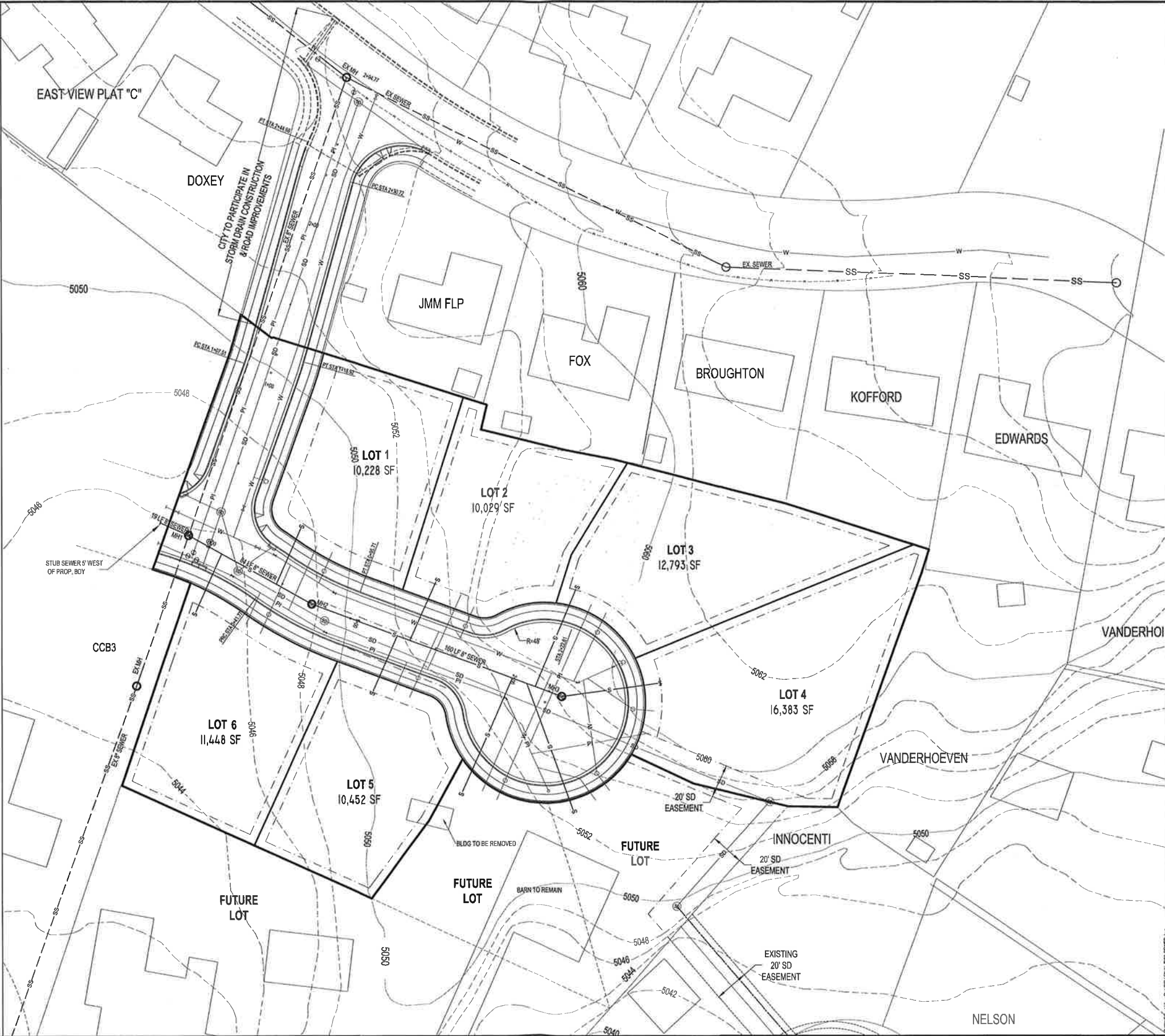
DESCRIPTION

### CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
UTILITY	C2

SEWER NOTES

- 1. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS. ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.
- 2. ALL SEWER LATERALS TO BE 4" WITH MINIMUM 2% SLOPE WITH CLEANOUT BEHIND CURB.
- 3. SEWER LATERALS TO BE PLACED A MINIMUM OF 10 FEET FROM WATER LATERALS.



DEVELOPMENT

# EAST VIEW PLAT F SUBDIVISION

PATTERSON LANE & ROBERT CIRCLE

DEVELOPER

www.phutah.com

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PROJECT STATUS			SEAL
NO.	DATE	DESCRIPTION	
1			
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3			
4			
5			
6			

ACTION	DATE
FINAL	1/20/15

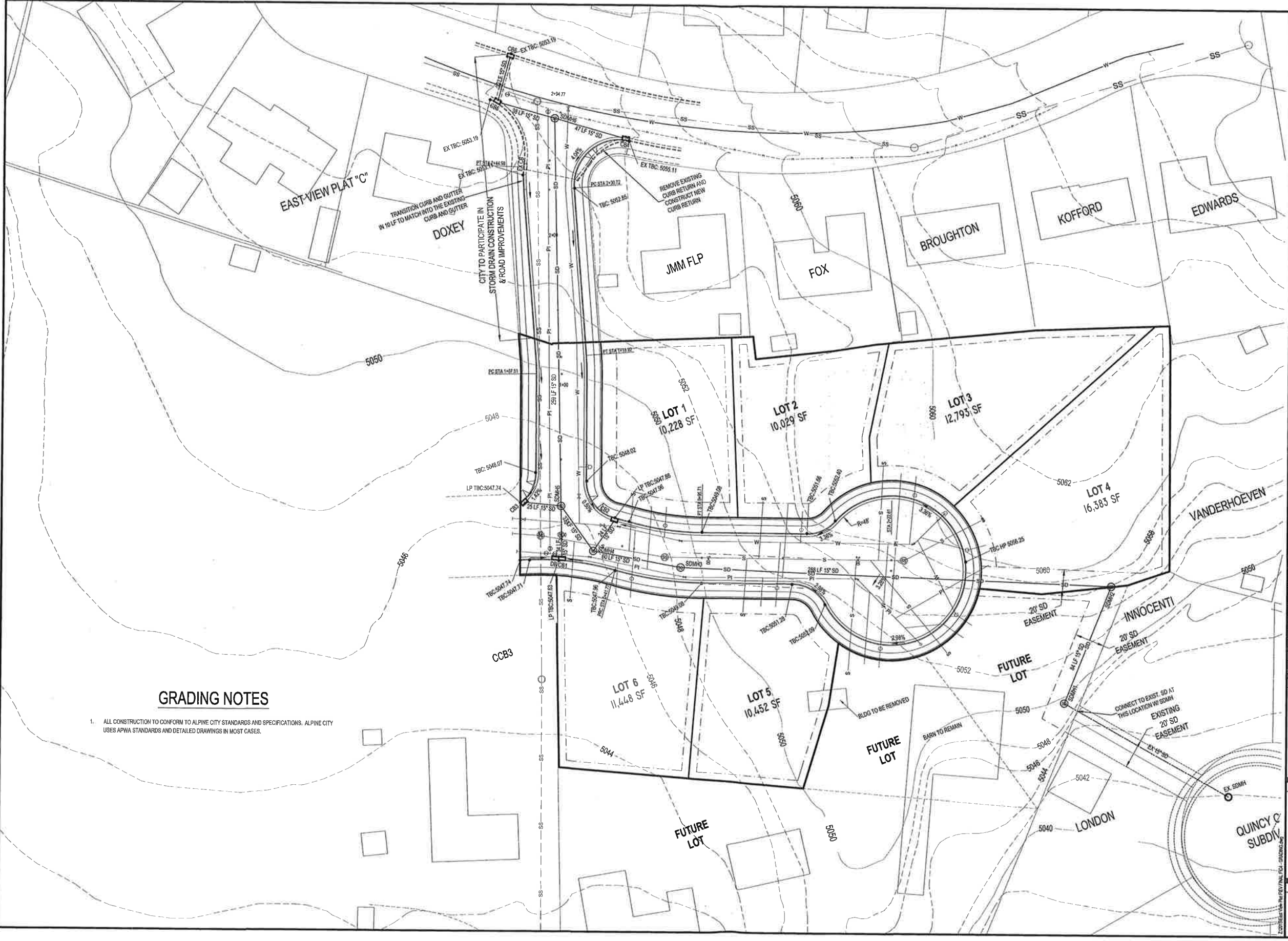
PROJECT

## EAST VIEW PLAT F SUBDIVISION

DESCRIPTION

### CONSTRUCTION DRAWINGS

SHEET NAME	SHEET NUMBER
SEWER PLAN	C3



**GRADING NOTES**

1. ALL CONSTRUCTION TO CONFORM TO ALPINE CITY STANDARDS AND SPECIFICATIONS. ALPINE CITY USES APWA STANDARDS AND DETAILED DRAWINGS IN MOST CASES.

**EAST  
VIEW  
PLAT F  
SUBDIVISION**

PATTERSON LANE & ROBERT CIRCLE

DEVELOPER



11038 N. Highland Blvd Suite 100  
Highland, UT 84003  
(801) 642-0119



0 15 30 60 90  
SCALE: 1"= 30'



**CIVIL ENGINEERING**  
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Highland, UT, 84003  
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PROJECT STATUS

NO.	DATE	DESCRIPTION
1		
2		
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4		
5		
6		
7		



ACTION  
FINAL

DATE  
1/20/15

PROJECT

**EAST  
VIEW  
PLAT F  
SUBDIVISION**

DESCRIPTION

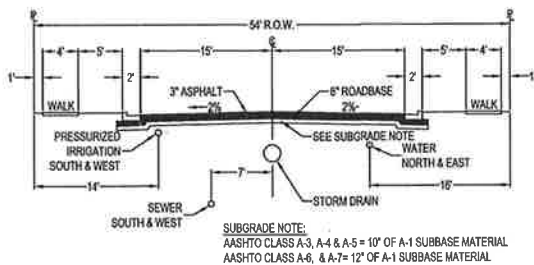
**CONSTRUCTION  
DRAWINGS**

SHEET NAME  
**GRADING  
&  
DRAINAGE**

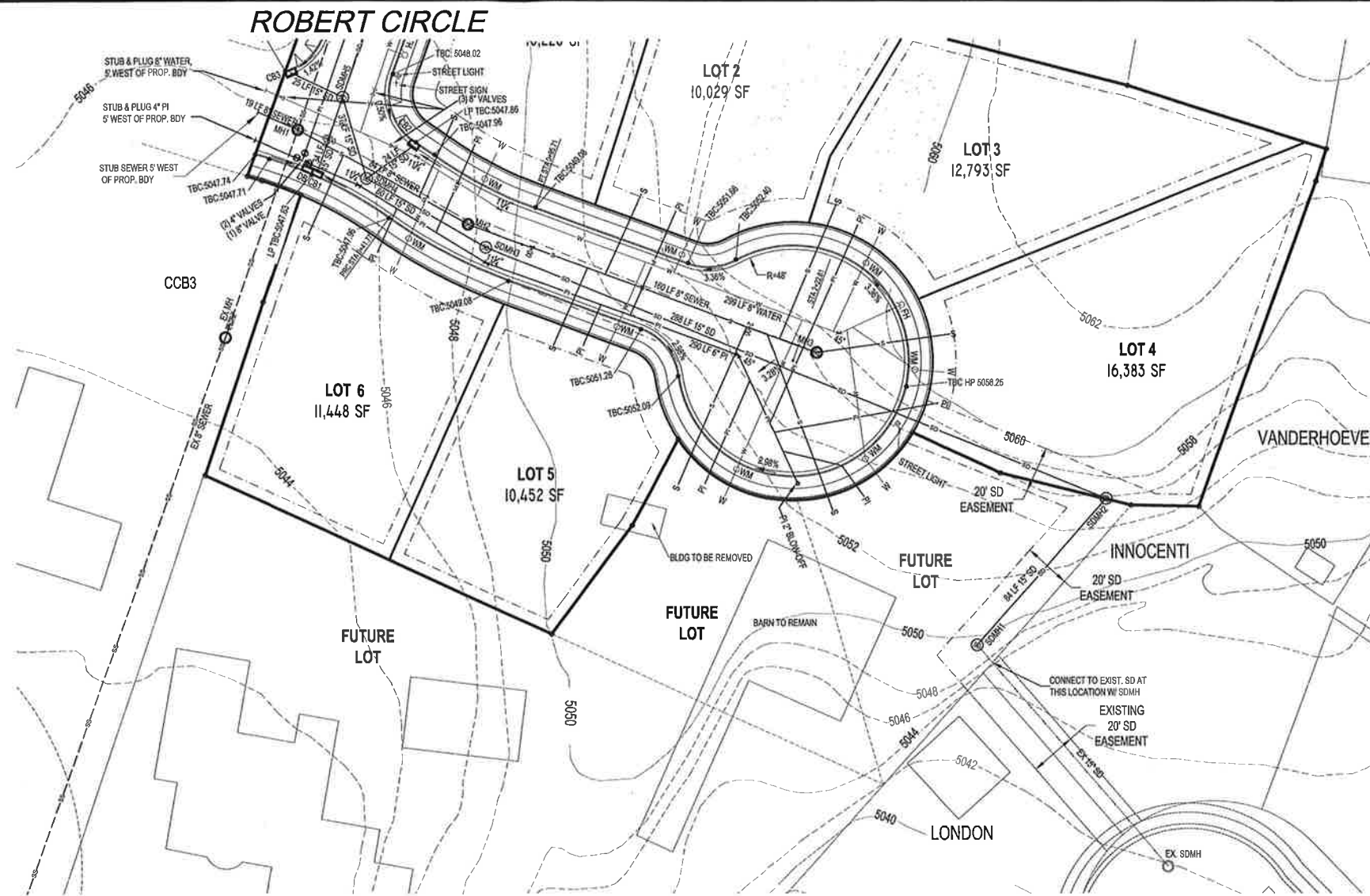
SHEET NUMBER  
**C4**



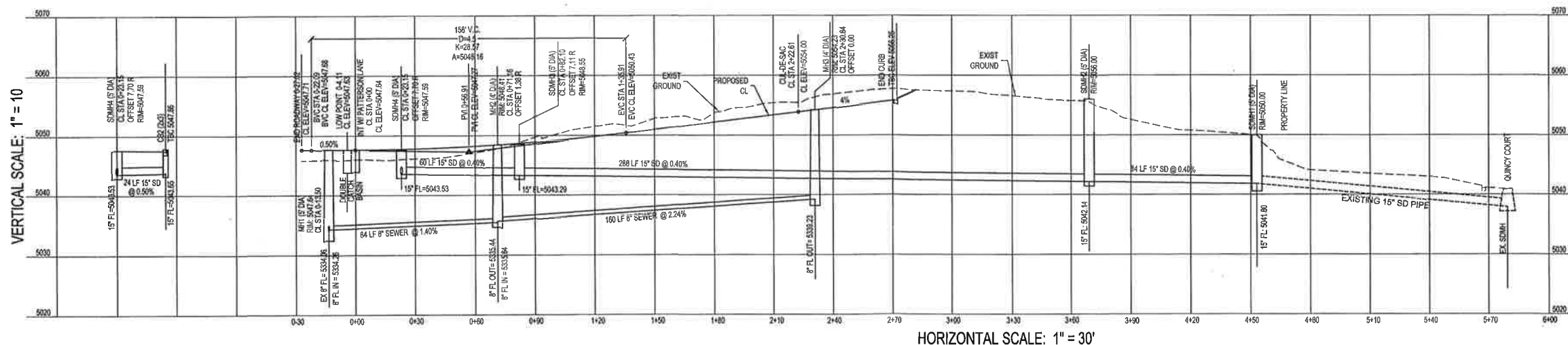
SHEET NAME	SHEET NUMBER
PATTERSON LANE PROFILE	C5



**ROBERT CIRCLE  
CROSS-SECTION**



**ROBERT CIRCLE**



**HORIZONTAL SCALE: 1" = 30'**

# EAST VIEW PLAT F SUBDIVISION

PATTERSON LANE & ROBERT CIRCLE

DEVELOPER



11038 N. Highland Blvd Suite 100  
Highland, UT 84003  
(801) 642-0119



0 15 30 60 90  
SCALE: 1" = 30'



**CIVIL ENGINEERING**  
11038 N Highland Blvd Suite 400  
Highland Ut, 84003  
office (801) 492-1277  
cell (801) 616-1877

PROJECT STATUS:			SEAL
NO.	DATE	DESCRIPTION	
1			
2			
3			
4			
5			
6			

ACTION	DATE
FINAL	1/20/15

## EAST VIEW PLAT F SUBDIVISION

DESCRIPTION

**CONSTRUCTION  
DRAWINGS**

SHEET NAME	SHEET NUMBER
ROBERT CIRCLE PROFILE	<b>C6</b>

## **ALPINE PLANNING COMMISSION AGENDA**

**SUBJECT: Eagle Pointe Exception**

**FOR CONSIDERATION ON: 7 April 2015**

**PETITIONER: Taylor Smith and Mark Wells**

**ACTION REQUESTED BY PETITIONER: Approve the Exception**

**APPLICABLE STATUTE OR ORDINANCE: Section 3.9.4 (PRD Open Space)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

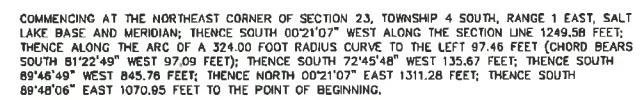
The applicant recently received some recommendations from the Planning Commission concerning some exceptions. However, one of these exceptions requires approval from the Planning Commission as stated in the current ordinance. It states:

An exception may be made by the Planning Commission that up to 5% of an individual lot may contain ground having a slope of more than 25% in the CR-20 and CR-40 zones as long as the lot can meet current ordinance without the exception.

The applicant asks that the Planning Commission consider approving this exception.

### **STAFF RECOMMENDATION:**

That the Planning Commission consider approval of the requested exception.



## **ALPINE PLANNING COMMISSION AGENDA**

**SUBJECT: PRD Open Space Amendment**

**FOR CONSIDERATION ON: 7 April 2015**

**PETITIONER: Staff**

**ACTION REQUESTED BY PETITIONER: Make Recommendation of  
Approval to City Council**

**APPLICABLE STATUTE OR ORDINANCE: Section 3.9.4 (PRD Open Space)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

This ordinance (Section 3.9.4.3A) was recently amended. However, the language did not reflect what was intended. The ordinance states:

An exception may be made by the Planning Commission that up to 5% of an individual lot may contain ground having a slope of more than 25% in the CR-20 and CR-40 zones as long as the lot can meet current ordinance without the exception.

It is proposed to amend the ordinance as follows:

An exception may be made with a recommendation by the Planning Commission to the City Council with the final determination to be made by the City Council that up to 5% of an individual lot may contain ground having a slope of more than 25% in the CR-20,000 and CR-40,000 zones as long as the lot can meet current ordinance without the exception.

### **STAFF RECOMMENDATION:**

That the Planning Commission recommends approval of the proposed changes to the City Council.

# **ALPINE PLANNING COMMISSION AGENDA**

**SUBJECT: Dominion Insurance Building Site Plan**

**FOR CONSIDERATION ON: 7 April 2015**

**PETITIONER: Lawrence Hilton**

**ACTION REQUESTED BY PETITIONER: Make Recommendation of  
Approval to City Council**

**APPLICABLE STATUTE OR ORDINANCE: Article 3.7 (Business/Commercial)  
Article 3.11 (Gateway Historic)  
Article 3.24 (Off-Street Parking)**

**PETITION IN COMPLIANCE WITH ORDINANCE: No**

## **BACKGROUND INFORMATION:**

The proposed Dominion Insurance office building is proposed to be located on lot B within the approved Planned Commercial Development known as Alpine Olde Towne Centre. The designated building footprint is 3,936 square feet and is located in the Business Commercial zone. Office buildings are a permitted use in the BC zone. This plan shows 3 levels (including basement) at a total square footage of 7,491 sf.

This option proposes to include office space (Dominion Insurance, Precious Metal Exchange Service call “Namx” and additional tenants) and/or evening and weekend dining space.

The Gateway/Historic zone will also apply to this proposal. The Gateway/Historic zone gives the Planning Commission the ability to allow flexibility to the requirements set forth in the BC zone. The Planning Commission may recommend exceptions regarding parking, building height, signage, setbacks and use if it finds that the plans proposed better implement the design guidelines to the City Council for approval (Section 3.11.3.3.5).

## **STAFF RECOMMENDATIONS:**

**The Planning and Zoning Department recommends that the proposed site plan not be approved until with the following items are addressed:**

- **An exception be considered, for a recommendation to the City Council for approval, regarding the north setback which currently shows a covered drive-thru with patio space on top a few feet from the north property line.**
- **An exception be considered, for a recommendation to the City Council for approval, regarding shared parking for the dining space.**
- **The preliminary architectural design drawings be recommended by the Planning Commission and approved by the City Council.**

**The Engineering Department recommends that approval of the proposed site plan be recommended for approval provided the following items are addressed:**

- **A grading and drainage plan is provided for the drive-through showing no conflicts with the existing storm drainage system**
- **A bond be provided for the drive-through roadway improvements.**



Date: April 3, 2015

By: Jason Bond  
City Planner

**Subject: Planning and Zoning Review - Updated  
Dominion Insurance Building Site Plan  
341 South Main Street**

## **Background**

The proposed Dominion Insurance office building is proposed to be located on lot B within the approved Planned Commercial Development known as Alpine Olde Towne Centre. The designated building footprint is 3,936 square feet and is located in the Business Commercial zone. Office buildings are a permitted use in the BC zone. This plan shows 3 levels (including basement) at a total square footage of 7,491 sf.

This option proposes to include office space (Dominion Insurance, Precious Metal Exchange Service call "Namx" and additional tenants) and/or evening and weekend dining space.

The Gateway/Historic zone will also apply to this proposal. The Gateway/Historic zone gives the Planning Commission the ability to allow flexibility to the requirements set forth in the BC zone. The Planning Commission may recommend exceptions regarding parking, building height, signage, setbacks and use if it finds that the plans proposed better implement the design guidelines to the City Council for approval (Section 3.11.3.3.5).

## **Location (Section 3.7.5)**

The setbacks have been designated for the Planned Commercial Development. The recorded plat shows a 20' setback from the property to the north and a 24' setback from Main Street. These setbacks should be upheld. The covered drive-thru with balcony space on top appears to be just a few feet from the property to the north. This should be addressed by the Planning Commission and an exception should be considered. The applicant is showing a slightly different building footprint from the footprint that is on the recorded plat.

### **Street System/Parking (Sections 3.7.8.3 and 3.24.3)**

The recorded plat designates twenty-one (21) parking stalls for Lot B. The off-street parking requirements for office, dining, and living are as follows:

*Office - Four (4) spaces per 1,000 sf  
Dining - One (1) space for every four (4) seats*

This plan shows a total of twenty-five (25). Four (4) of those spaces are shown to be on the east side of the building within the drive-thru. The applicant requests that the Planning Commission consider allowing all parking stalls to be used for the second floor dining space on evenings and weekends. The applicant also asks that the basement square footage (vault and man trap) not be included in the calculation and that a deed restriction be applied to the building stating that the basement is uninhabitable.

If the current ordinance as written without exceptions is applied, total office square footage and number of dining seats is used to calculate the parking requirement. The total office square footage requires thirty (30) spaces. If the basement square footage were to be excluded, the combined office square footage of the first and second floors requires twenty-one (21) parking spaces. The applicant is planning to have sixteen (16) seats for the dining space. That requires four (4) parking spaces. The concept of shared parking is not mentioned in the ordinance. Unless an exception or ordinance amendment was granted for shared parking, the applicant will not be allowed to have any more than sixteen (16) seats for the dining space. This applies to seating that is indoor/outdoor and seating available during office hours and evenings/weekends.

### **Special Provisions (Section 3.7.8)**

- Trash Storage - There is a shared dumpster for the Planned Commercial Development.
- Height of Building - The maximum height requirement of the building is no more than thirty four (34) feet. The height of the proposed building (top of the tower) is 36 feet. The height for a gable, hip or gambrel roof is “the elevation measured at the midway point between the highest part of the roof ridge line and the lowest elevation of the eaves or cornice of the main roof structure (not including independent, incidental roof structures over the porches, garages and similar add-on portions of the structure.” (Section 3.21.8.1) The height of the building meets the ordinance.
- Landscaping - A landscaping plan has been provided. The types of plants have been specified. It is understood that the area not within the building pad or area designated for parking will be landscaped. This should be in accordance with the approved PCD plat.

- Design - Preliminary architectural design drawings were submitted and need to be reviewed by the Planning Commission.


## **RECOMMENDATION**

**The Planning and Zoning Department recommends that the proposed site plan not be approved until with the following items are addressed:**

- **An exception be considered, for a recommendation to the City Council for approval, regarding the north setback which currently shows a covered drive-thru with patio space on top a few feet from the north property line.**
- **An exception be considered, for a recommendation to the City Council for approval, regarding shared parking for the dining space.**
- **The preliminary architectural design drawings be recommended by the Planning Commission and approved by the City Council.**



Date: March 30, 2015

By: Jed Muhlestein, P.E.   
Assistant City Engineer

**Subject: Dominion Insurance Site Plan Review  
1 Building, Lot B of Alpine Olde Towne Center**

## **ENGINEERING REVIEW**

This is the engineering review for the proposed Dominion Insurance Building Site Plan. A separate Planning Review will also be completed. The building is proposed to be built on Lot B of the Alpine Olde Towne Center Planned Commercial Development. The parking lot and lighting for the parking have already been approved and built as part of the mentioned development. All utilities exist and are stubbed to the property. The only thing left to be built is the drive through access as shown in the proposal and on the plat.

Two options were submitted for the site plan. One option shows the building with underground parking. In order to access the underground parking the drive through section of road would have to dip down on the north side of the lot. Due to the location of an existing storm drain that runs along the north easterly side of the lot, we do not believe elevations of the roadway to an underground parking area would work without re-routing the storm drain.

The other option shows no underground parking and therefore there is no concern of conflicts with the existing storm drain.

Both options do not show elevations for grading of the drive through. The developer is waiting for a recommendation from the Planning Commission regarding which option is preferred before they complete the drive through design and provide elevations. No matter which option is chosen, a grading and drainage plan for the construction of the drive through would be required and could be provided prior to Final Approval from the City Council.

The water policy has been met for this development.

## **ENGINEERING RECOMMENDATION**

**Whichever option is chosen, we recommend that approval of the proposed site plan be recommended provided the following items are addressed:**

- **A grading and drainage plan is provided for the drive through showing no conflicts with the existing storm drainage system**
- **A bond be provided for the drive through roadway improvements**



DOMINION INSURANCE  
OFFICE BUILDING

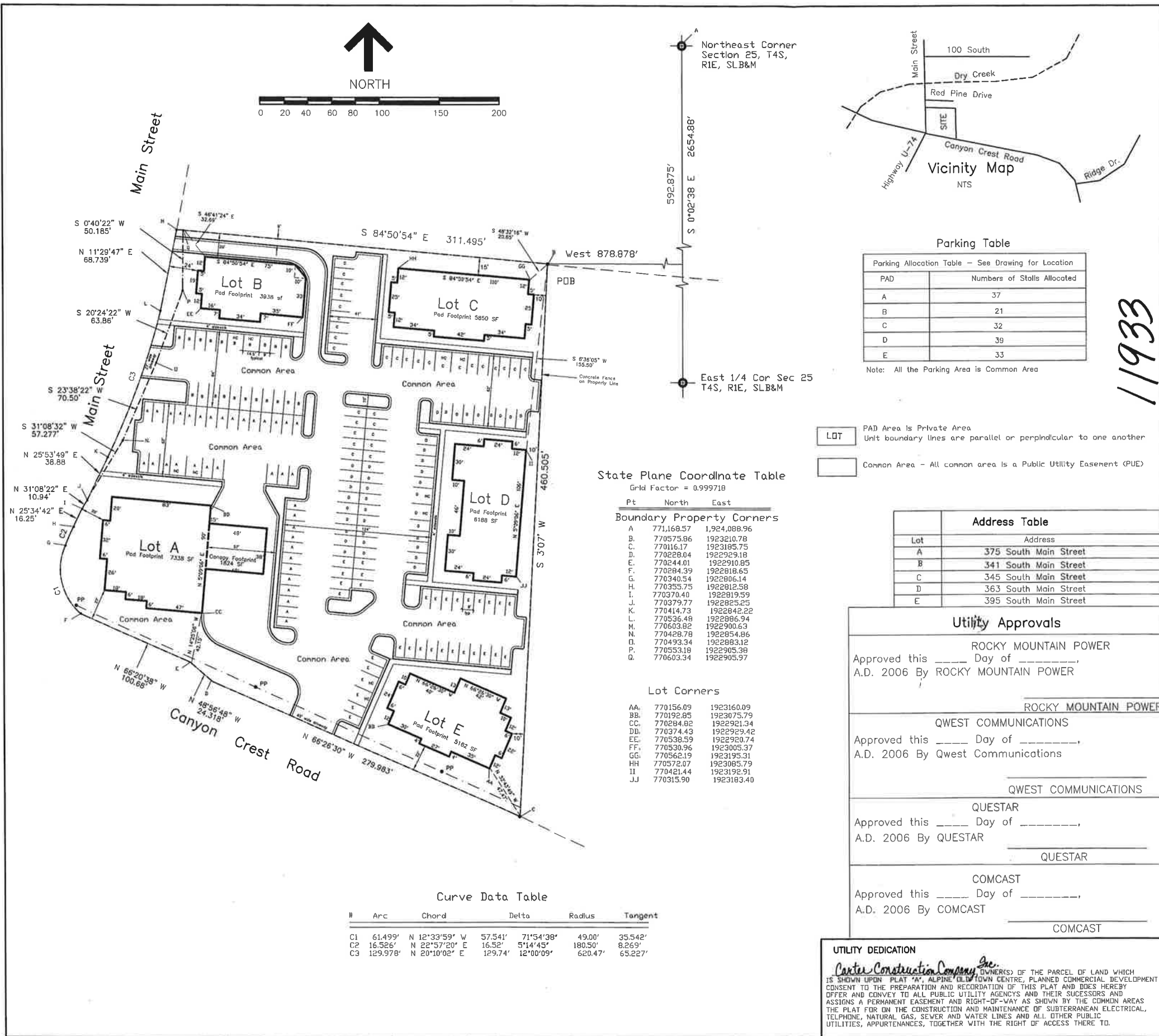
RECEIVED MAR 24 2015

EXTERIOR ELEVATIONS  
SOUTH MAIN STREET

23 MARCH 2015



CURTIS MINER  
ARCHITECTURE  
233 SOUTH PLEASANT GROVE BLVD.  
SUITE # 105  
PLEASANT GROVE, UTAH 84062  
PHONE: (801) 769-3000  
FAX: (801) 769-3001  
cma@cmaiah.com



**SURVEYOR'S CERTIFICATE**

I, K. EDWARD GIFFORD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 162675 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THE DESCRIPTION BELOW CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH WILL BE CONSTRUCTED PLAT "A", ALPINE OLDE TOWNE CENTRE, PLANNED COMMERCIAL DEVELOPMENT. I FURTHER CERTIFY THAT THE REFERENCE MARKERS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

**BOUNDARY DESCRIPTION:**

Parcel 1  
Commencing at a point located S 0°02'38" E 592.875 feet along the Section Line and West 878.878 feet from the Northeast Corner of Section 25, T4S, R1E, SLB&M; thence S 3°07' W 460.505 feet along the west boundary of Phase 1, Paradise Cove Planned Residential Development; thence along the boundary of Canyon Crest Road as follows: N 66°26'30" W 279.983 feet, N 45°56'48" W 24.318 feet, N 66°20'38" W 100.68 feet, along the arc of a 49.00 foot radius curve to the right 61.499' (chord bears N 12°33'59" W 57.541 feet); thence along Main Street boundary as follows: along the arc of a 180.50 foot radius curve to the right 16.526 feet (chord bears N 22°57'20" E 16.52'), N 25°34'42" E 16.25 feet, N 31°08'22" E 10.94 feet, N 25°53'49" E 38.88 feet, along the arc of a 620.47 foot radius curve to the left 129.978 feet (chord bears N 20°10'02" E 129.74 feet), N 11°29'47" E 68.739 feet; thence S 84°50'54" E 311.495 feet along River Meadows Office Park Subdivision boundary to the point of beginning. Area = 3.2233 acres

Parcel 2 - Less and Excepting from Parcel 1, This Parcel to be added to the Plat Open Space by separate deed

Commencing at a point located S 0°02'38" E 565.386 feet along the Section Line and West 1183.758 feet from the Northeast Corner of Section 25, T4S, R1E, SLB&M; thence S 0°40'22" W 50.185 feet; thence S 20°24'22" W 63.86 feet; thence S 23°38'22" W 70.50 feet; thence S 31°08'32" W 57.277 feet; N 25°53'49" E 38.88 feet, along the arc of a 620.47 foot radius curve to the left 129.978 feet (chord bears N 20°10'02" E 129.74 feet), N 11°29'47" E 68.739 feet; thence S 84°50'54" E 311.495 feet along River Meadows Office Park Subdivision boundary to the point of beginning. Area = 0.0403 acres

**OWNER'S CERTIFICATE OF CONSENT TO RECORD**

KNOW BY ALL MEN BY THIS PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED HEREIN AS

PLAT "A", ALPINE OLDE TOWNE CENTRE, PLANNED COMMERCIAL DEVELOPMENT

LOCATED ON SAID TRACT OF LAND HAVE CAUSED A SURVEY TO BE MADE AND THIS RECORD OF SURVEY MAP CONSISTING OF 1 SHEET TO BE PREPARED, DO HEREBY GIVE OUR CONSENT TO THE RECORDATION OF THIS RECORD OF SURVEY MAP. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS 29th DAY OF SEPTEMBER, A.D. 2006

William M. Fairbanks V.P.  
WILLIAM M. FAIRBANKS  
Carter Construction Company, Inc.  
CARTER CONSTRUCTION CO., INC.

**ACKNOWLEDGEMENT**

STATE OF UTAH }  
COUNTY OF UTAH } S.S.  
ON THIS 29th DAY OF SEPT. A.D. 2006, PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES 4-11-09

567 N 1030 E  
PLEASANT GROVE UT 84062  
NOTARY ADDRESS

SARA R. TALLEY  
PRINTED FULL NAME OF NOTARY

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY OF ALPINE, COUNTY OF UTAH,  
APPROVES THIS PLANNED COMMERCIAL DEVELOPMENT AND HEREBY ACCEPTS THE DEDICATION OF ALL EASEMENTS, AND OTHER PARCELS LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS 29th DAY OF May, A.D. 2006

Approved \_\_\_\_\_ Mayor  
Attest \_\_\_\_\_ Clerk-Recorder  
(See Seal Below) (See Seal Below)

**PLANNING COMMISSION APPROVAL**

APPROVED THIS 29th DAY OF May, A.D. 2006, BY THE ALPINE CITY PLANNING COMMISSION

Director-Secretary \_\_\_\_\_  
Chairman, Planning Commission \_\_\_\_\_

**APPROVAL AS TO FORM**

Approved as to form this 29th Day of May, A.D. 2006  
City Attorney \_\_\_\_\_

**PLAT "A"**

**ALPINE OLDE TOWNE CENTRE**

**PLANNED COMMERCIAL DEVELOPMENT**

SCALE 1" = 40'

ALPINE, UTAH COUNTY, UTAH

**UTILITY DEDICATION**

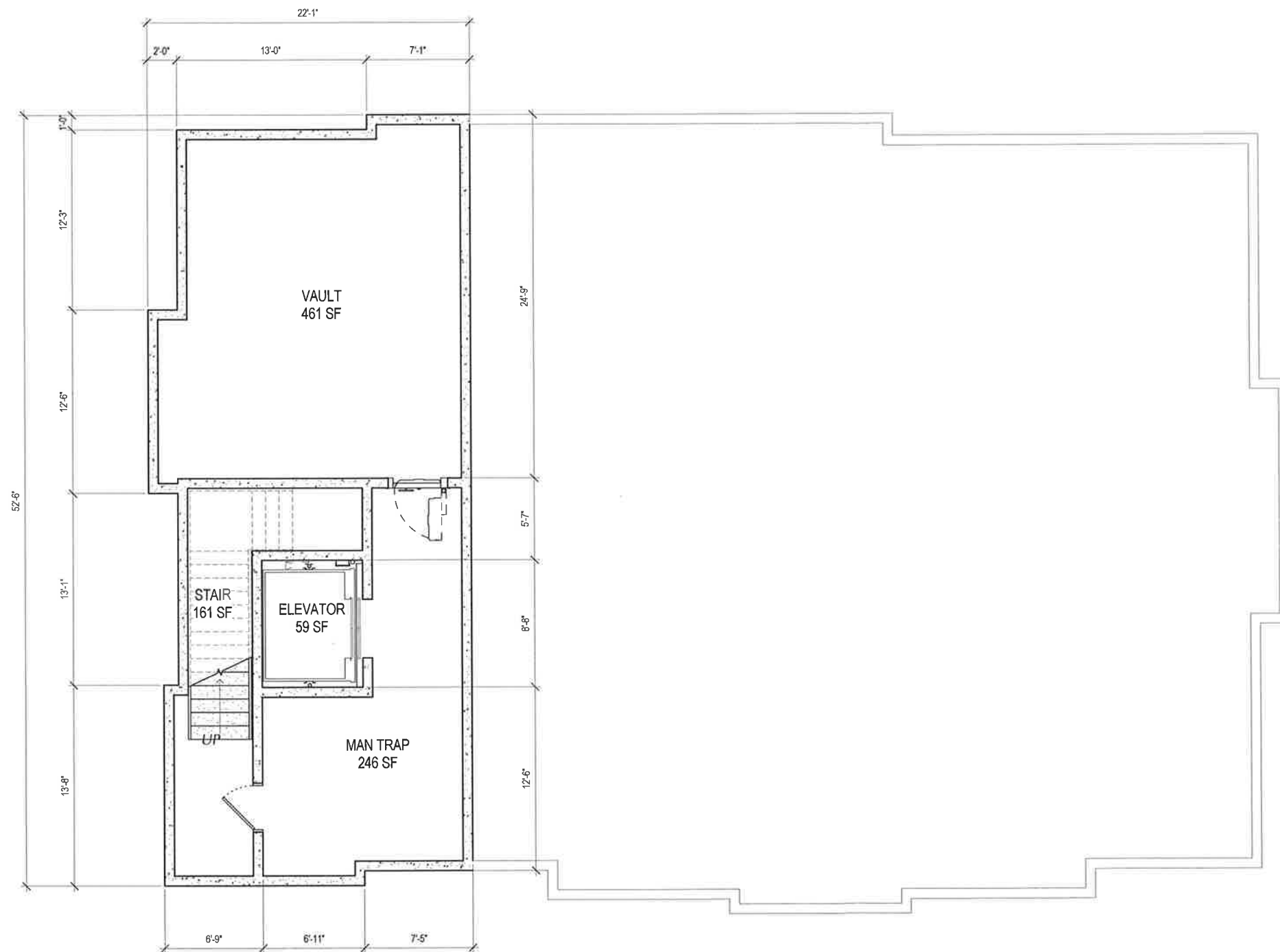
Carter Construction Company, Inc.

OWNERS(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON PLAT "A", ALPINE OLDE TOWNE CENTRE, PLANNED COMMERCIAL DEVELOPMENT CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAT AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN BY THE COMMON AREAS THE PLAT FOR ON THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES AND ALL OTHER PUBLIC UTILITIES, APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THERE TO.

**Seals:**

- Surveyor's Seal: K. EDWARD GIFFORD 162675
- Notary Seal: SARA R. TALLEY
- City Engineer Seal: SHANE L. SORESENSEN P.E.
- Clerk-Recorder Seal: ALPINE CITY CLERK-RECORDER

SEC 25 T4S R1E T040 D4



BASEMENT FLOOR PLAN - 991 SF  
SCALE: 1/4" = 1'-0"

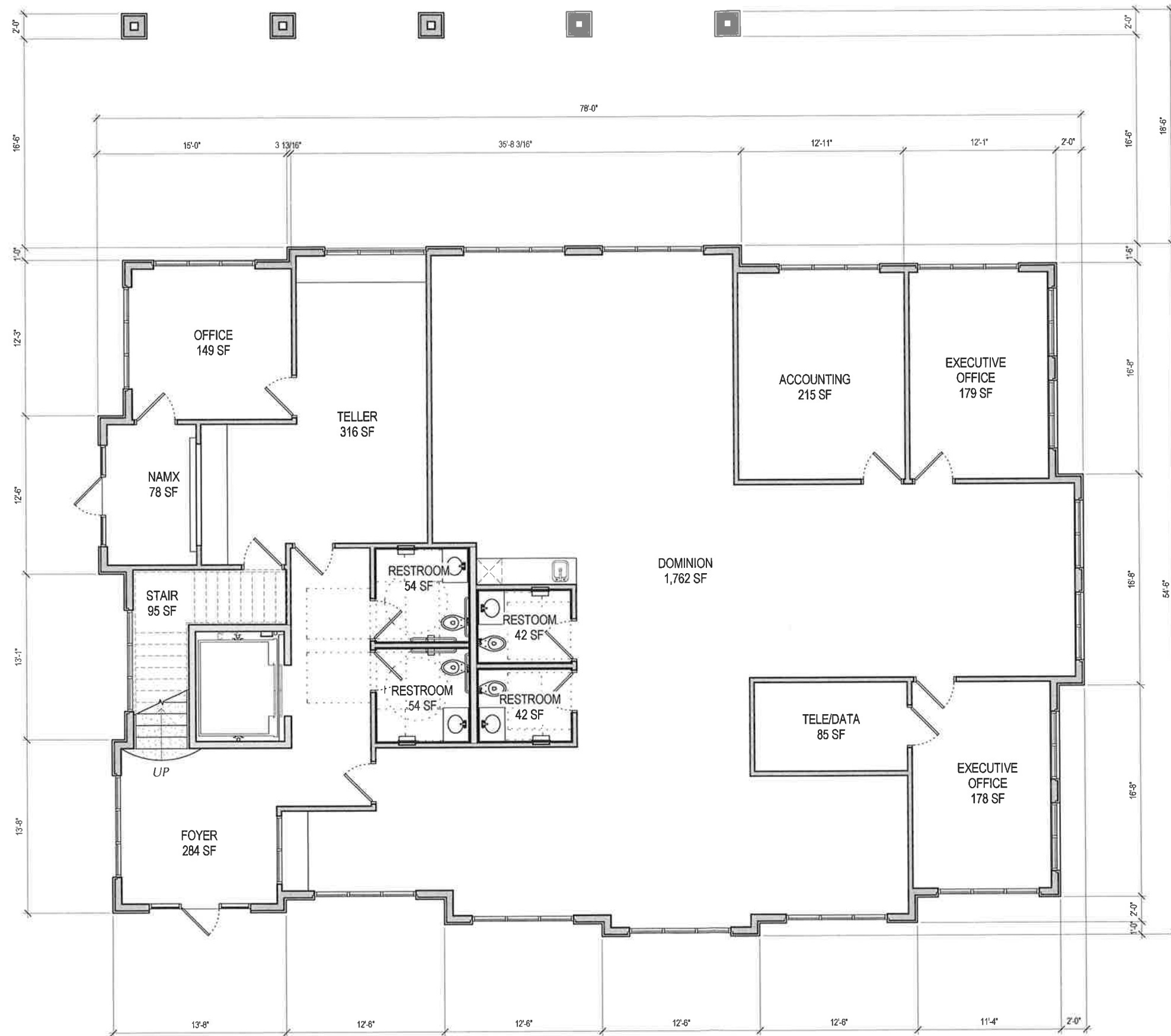
DOMINION INSURANCE  
OFFICE BUILDING

BASEMENT FLOOR PLAN  
SOUTH MAIN STREET

24 MARCH 2015



CURTIS MINER  
ARCHITECTURE  
233 SOUTH PLEASANT GROVE BLVD.  
SUITE #105  
PLEASANT GROVE, UTAH 84062  
PHONE: (801) 769-3000  
FAX: (801) 769-3001  
cma@cminer.com



LEVEL 1 FLOOR PLAN - 3,936 SF  
SCALE: 1/4" = 1'-0"

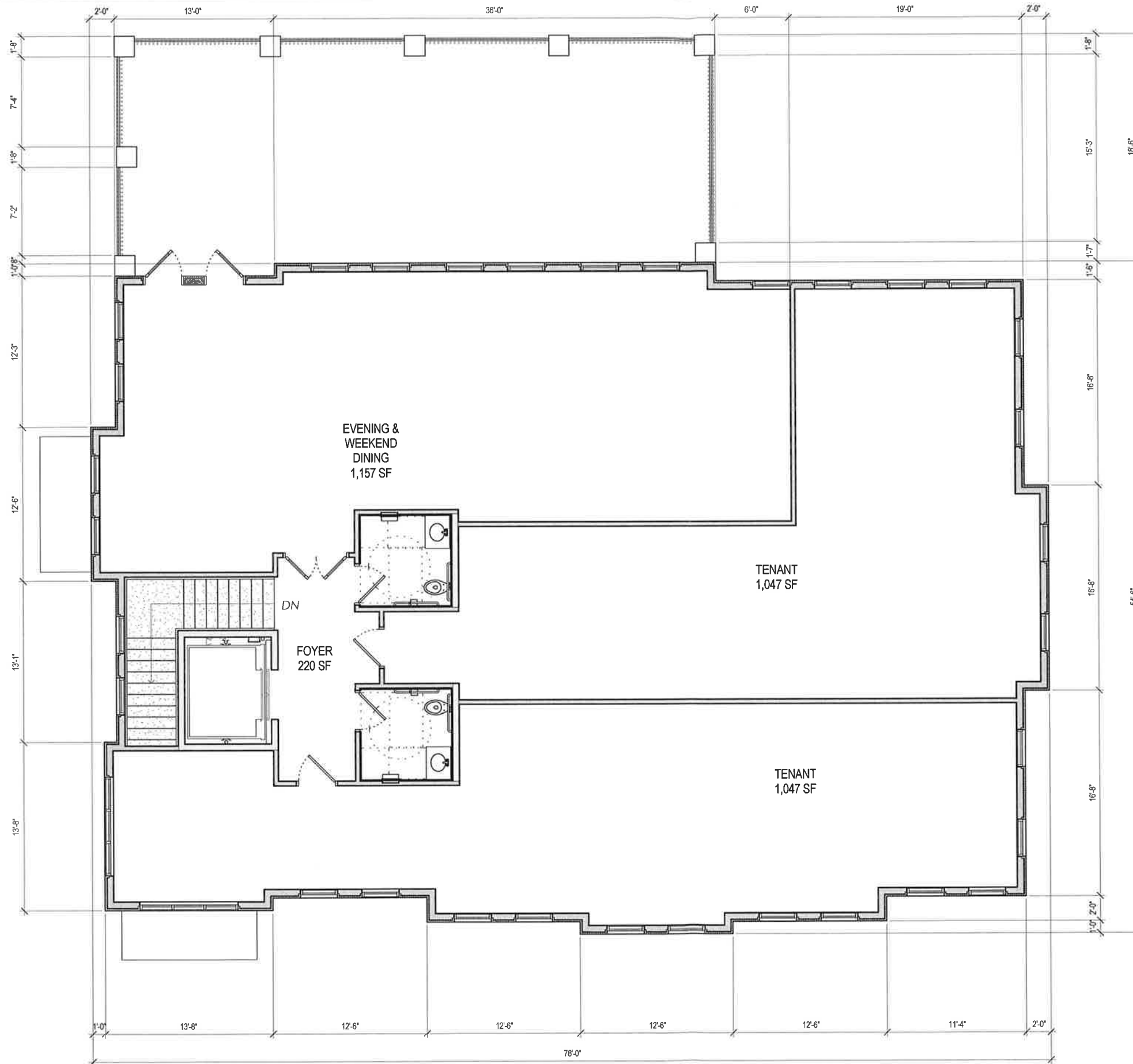
# DOMINION INSURANCE OFFICE BUILDING

LEVEL 1 FLOOR PLAN  
SOUTH MAIN STREET

24 MARCH 2015



233 SOUTH PLEASANT GROVE BLVD.  
SUITE #105  
PLEASANT GROVE, UTAH 84062  
PHONE: (801) 769-3000  
FAX: (801) 769-3001  
cma@cnsutah.com



# DOMINION INSURANCE OFFICE BUILDING

LEVEL 2 FLOOR PLAN  
SOUTH MAIN STREET

24 MARCH 2015



CURTIS MINER  
ARCHITECTURE  
233 SOUTH PLEASANT GROVE BLVD.  
SUITE #105  
PLEASANT GROVE, UTAH 84062  
PHONE: (801) 769-3000  
FAX: (801) 769-3001  
cma@cmautah.com



TOP OF ROOF  
136'-0"

LEVEL 2  
112'-0"

LEVEL 1  
100'-0"

WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION

DOMINION INSURANCE  
OFFICE BUILDING

EXTERIOR ELEVATIONS  
SOUTH MAIN STREET

23 MARCH 2015



CURTIS MINER  
ARCHITECTURE  
233 SOUTH PLEASANT GROVE BLVD.  
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PHONE: (801) 769-3000  
FAX: (801) 769-3001  
cma@cmah.com



## **ALPINE PLANNING COMMISSION AGENDA**

**SUBJECT: Oberee Annexation**

**FOR CONSIDERATION ON: 7 April 2015**

**PETITIONER: Paul Kroff**

**ACTION REQUESTED BY PETITIONER: Discuss Potential Annexation and make a Recommendation to the City Council**

**APPLICABLE STATUTE OR ORDINANCE: Chapter 5 (Annexation)**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

The City Council has asked that some discussion take place between the land owners/developer and the City to discuss the terms of annexation for the Oberee area. To help facilitate the discussion, staff has asked that 4 main topics be addressed in helping the City make a decision on annexation of this area. The four main topics are:

1. Density – How many lots are you proposing for the subdivision?
2. Roads – How are you accessing the subdivision? Because you are in a sensitive lands overlay, you will need at least two accesses to the site.
3. Utilities – How will water and other utilities be provided?
4. Open Space – Where will open space be and how will it be designated?

### **STAFF RECOMMENDATION:**

That the Planning Commission discuss annexation of this area and prepare to make a recommendation to the City Council.

Paul Kroff  
185 North Pfeifferhorn  
Alpine, UT 84004

April 2, 2015

Alpine City  
200 North Main  
Alpine, UT 84004

**RE: Oberee Annexation**

To Alpine City Council, Planning Commission, and Staff:

The purpose of this memo is to document the development requests of the applicant of the Oberee Annexation. As was mutually agreed to at the City Council working session on March 24, 2015, in order to both facilitate discussion and move toward a conclusive decision this memo is complete and inclusive of the most material development issues while at the same time leaving specific details for later discussion and analysis. If the City of Alpine feels that a material development issue is not addressed in this memo, it is the applicant's request that this be noted by the City no later than during the planning commission meeting on April 7, 2015.

The applicant's property consists of approximately 126.76 acres (see figure 1 and attachment 1). Already granted to the City of Alpine as Holder is a Conservation Easement Agreement (see attachment 2) covering 68.90 acres. The Conservation Easement laid the groundwork for the easement area to become private open space by preserving the hillsides "worthy of protection". The applicant now seeks to formally convert the easement area to private open space with use consistent with the Conservation Easement Agreement while obtaining underlying residential zoning on the remainder of the property.

**Requested Zoning and Density:**

- PRD (Planned Residential Development) consistent with article 3.9 of City of Alpine's Development Code.  $60 \text{ lots} / 126.76 \text{ acres} = 0.47 \text{ units/acre}$ .  
(see DRAFT site plan attachment 3)
  - CE-5 on the easement area. To become private open space.
  - CR-40 on the remainder. Phase 1 (northern portion of property)– maximum 40 lots, Phase 2 (southern portion of property)– maximum 20 lots. Minimum lot size 20,000.

**Water:**

- Culinary: As a credit against impact fees, applicant will install any offsite water improvements necessary to service the property.
- Pressurized Irrigation: As a credit against impact fees, applicant will install any offsite line improvements needed to serve the property.

## Roads

- Primary point of ingress/egress will be off of Grove Drive at the sharp curve. As a credit against impact fees, applicant will pay for required improvements to the intersection. Possible intersection configurations include a 3 way T intersection, circular round-about, or a more gradual curve with the cooperation of adjacent property owners.
- If requested by the City, and as a credit against impact fees, applicant will pay a pro-rata share of costs for the widening Grove Drive south of the intersection.
- Second point of ingress/egress will be Oak View Lane connecting the property to the Alpine Cove subdivision. This will be an emergency access only and will be improved to whatever standard requested by the County, City, and neighbors.
- Phase 2 point of ingress/egress will be off of Elk Ridge Lane. Applicant will dedicate the required ROW for future road improvements for this access point. Road improvements would be installed if and when Phase 2 is developed.

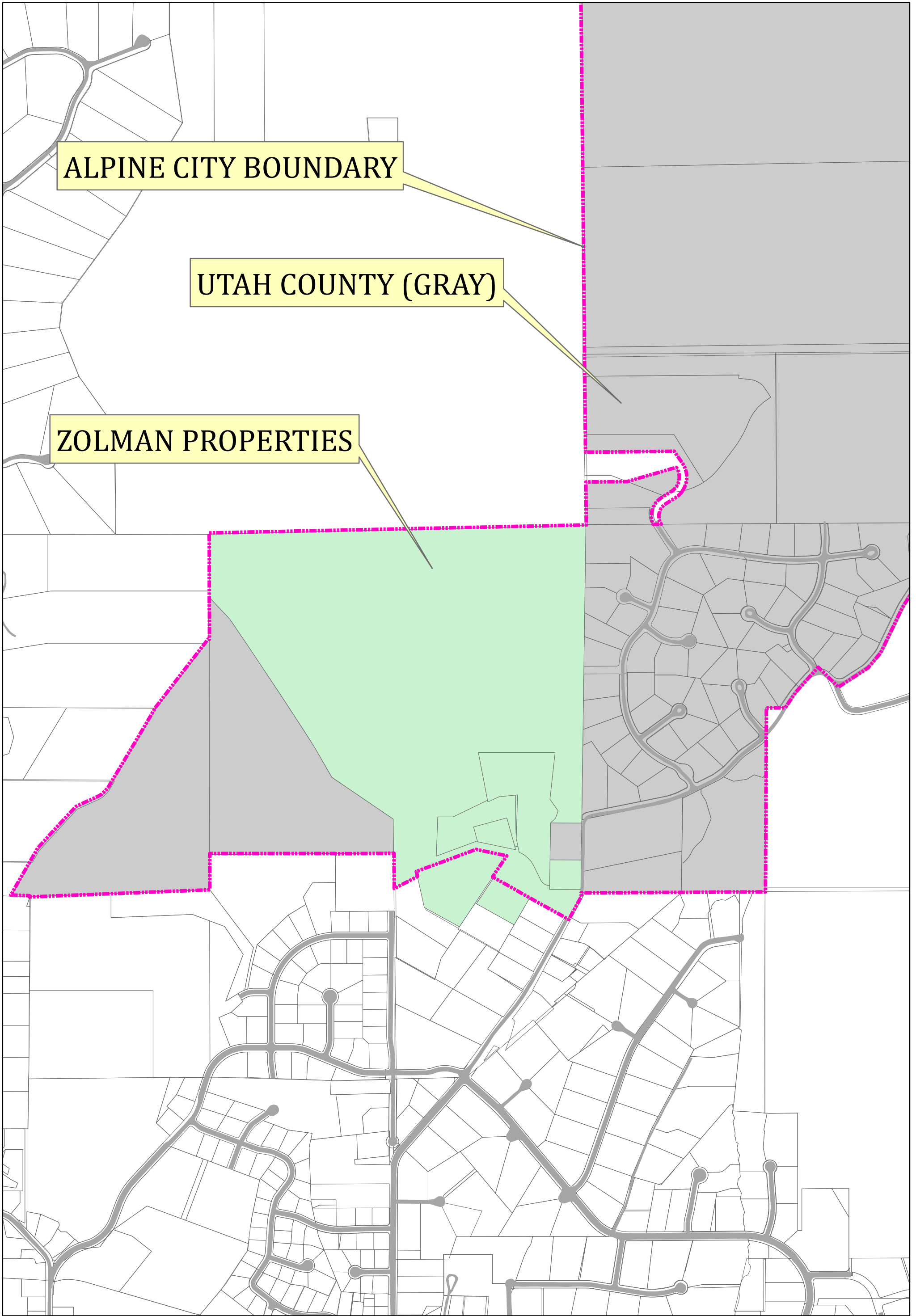
## *Open Space*

- Conservation Easement Area will be dedicated as private open space. A public trail will be dedicated through the non-developed property allowing access to the mountains and connection to northern trails. The open space and trail will a) preserve the hillside and b) allow public access through the property to the mountains.
- Property will at a minimum meet all open space requirements outlined in section 3.9 of the Development Code.

Development of the applicant's property has in the past been proposed, expected, and previously approved by the City. On November 20, 2007 the Alpine City Planning Commission granted preliminary approval for the Alpine Canyon Estates project, with a total unit count of 79 lots (see attachment 4). On May 26, 2009 the Alpine City Council approved the City's Annexation Policy Plan & Map. Exhibit C (see attachment 5) of the adopted plan shows a potential number of 89 lots on the Pack Area (now Oberre), with a CE-5 and CE-40 zoning as we are now requesting. We are seeking development consistent in lot size and at a lower density than was previously approved.

**Figure #1**

Parcel #	Acres	Current Zoning	Current Jurisdiction
11:045:0229	4.71	CR-40	Alpine City
11:045:0173	1.58	CR-40	Alpine City
11:045:0183	108.77	CE-1	Utah County
11:045:0136	6.67	CE-1	Utah County
11:045:182	2.86	CE-1	Utah County
11:045:0057	1.00	CE-1	Utah County
11:045:0138	1.11	TR-5	Utah County
11:045:0181	0.06	CE-1	Utah County
	126.76		



ALPINE CITY BOUNDARY

UTAH COUNTY (GRAY)

ZOLMAN PROPERTIES

FIGURE 1



58  
22

E

UPON RECORDING RETURN TO:

Wade R. Budge  
SNELL & WILMER L.L.P.  
15 West South Temple Street  
Suite 1200  
Salt Lake City, UT 84101



ENT 113246:2010 PG 1 of 22  
RODNEY D. CAMPBELL  
UTAH COUNTY RECORDER  
2010 Dec 27 2:05 pm FEE 58.00 BY EO  
RECORDED FOR SNELL & WILMER LLP

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY-----

### GRANT OF CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Grant") is made by CHAPPELL ALPINE FARMS LLC, a Utah limited liability company ("Grantor"), whose address is Attention: Jared Chappell, 1425 North Grove Drive, Alpine, UT 84004, to the ALPINE CITY, a political subdivision of the State of Utah ("Holder"), whose address is 20 North Main, Alpine, Utah 84004.

WHEREAS, Grantor is the sole owner in fee simple of certain real property located in Utah County, consisting of approximately 111.90 acres, more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, Grantor desires to grant an conservation preservation easement over a portion of the Property, which will be the underlying property consisting of approximately 68.90 acres, more particularly described in Exhibit B attached hereto and incorporated by this reference ("Easement Property"); and

WHEREAS, Grantor, by this Grant, does not encumber the remaining portion of the Property with a conservation preservation easement ("Field Property"), which is more particularly described on the attached Exhibit C; and

WHEREAS, Grantor and Holder have negotiated Grantor's granting of a perpetual conservation easement over the Easement Property and desire to set forth in this grant the terms and conditions that will govern this Easement [as defined below]; and

WHEREAS, Grantor and Holder acknowledge and agree that the restrictions and obligations set forth in this Grant shall apply to the Easement Property but do not apply to the Field Property, which property will continue to be owned and used by Grantor; and

WHEREAS, the Easement Property possesses natural, scenic, public hiking, wildlife habitat and open space values (which are sometimes referred to collectively herein as the "Conservation Values") that are of great importance to the people of Alpine City and Utah County as well as the people of the State of Utah; and



WHEREAS, the specific Conservation Values of the Easement Property are further documented in an inventory of relevant features of the Easement Property incorporated by this reference (“Baseline Documentation”), dated as of June 28, 2010 that consists of reports, maps, photographs, and other documentation that the parties provided, collectively, and agree provides an accurate representation of the Easement Property at the date of this Grant and that is intended to serve as an objective, though nonexclusive, information baseline for monitoring compliance with the terms of this Easement; and

WHEREAS, Grantor intends that the Conservation Values of the Easement Property be preserved and maintained by the continuation of land use patterns existing at the time of this Grant, which, it is acknowledged, do not significantly impair or interfere with the Conservation Values and which protect and support the biodiversity of the area; and

WHEREAS, the natural, scenic, wildlife habitat and open space values or Conservation Values of the Easement Property are of great importance to Grantor, Holder, and the general public, and are worthy of protection; and

WHEREAS, Grantor intends that these values or Conservation Values be preserved and continued, in a manner consistent with Grantor’s private ownership, use, and quiet enjoyment of the Easement Property; and

WHEREAS, Alpine City has established and operates a public trail system to provide access to open spaces, recreation and travel between parts of the city and the lands surrounding the city;

WHEREAS, Alpine City has established a conservation policy which is identified in its land use ordinances, its General Plan and its Annexation Policy Plan and Alpine City has the resources to promote and carry forward its conservation policies and to protect the Conservation Values described herein; and

WHEREAS, an important part of Alpine City’s conservation policy is found in its General Plan which states:

“The City should also consider annexing lands identified in its Annexation Policy Plan. Annexation of areas along the foothills can assist in preserving and protecting sensitive and critical lands, preserving the natural beauty of the foothills, and encouraging consistent development policy along the foothills.”;

and

WHEREAS, the Easement Property is located within ½ mile of United States National Forest and the Lone Peak Wilderness Area within the Uinta National Forest and is included within the foothills that surround and border Alpine City; and

WHEREAS, the Easement Property has the following characteristics:

(a) the Easement Property and some of the surrounding lands are rural in character and have historically been used for ranching, agricultural, open space, and rural residential and recreational uses; and

(b) the area is one of the most important in the area of Alpine City from the standpoint of open space, scenic beauty and wildlife habitat and Grantor wants these conservation values protected for future generations and for the public surrounding and travelling along roads bordering the Property; and

WHEREAS, Grantor further intends, as owner of the Easement Property, to convey to Holder the right to preserve and protect the Conservation Values of the Easement Property, in perpetuity; and

WHEREAS, Holder is a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, Holder agrees by accepting this grant forever to honor the intentions of Grantor stated herein, and to preserve and protect the Conservation Values of the Easement Property.


NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, and pursuant to the Land Conservation Easement Act, Utah Code Ann. §§57-18-1, -7 (the "Act"), Grantor hereby voluntarily grants and conveys to Holder, its successors and assigns, a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth (hereinafter referred to as this "Easement") forever and in perpetuity, rights including rights of enforcement hereunder.

Section 1.0. Purpose. The purpose of this Easement is to assure the Easement Property will be retained in its natural, scenic, and open space condition reflected in the Baseline Documentation referenced in this Easement in perpetuity, and to prevent any use of the Easement Property that will significantly impair or interfere with the Conservation Values of the Easement Property. Grantor intends that this Easement will restrict the use of the Easement Property in perpetuity to such activities as are consistent with the Conservation Values of the Easement Property and purposes of this Easement. In so doing, it is the purpose of this Easement to protect the wildlife values found in the Easement Property; allow public access through a hiking trail administered by Holder; promote biodiversity; protect the scenic values associated with the Easement Property's prominent ridge; foster the continuation of responsible ranching, agricultural and recreational practices; and to protect the area for its open space values. This Easement shall not be construed to impose upon Grantor an affirmative obligation to take specific steps to maintain or improve the Easement Property, or to incur any cost or expense to accomplish same.

Section 2.0. Prohibited Uses. Any activity or use of the Easement Property inconsistent with the purposes of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities on and uses of the Easement Property are expressly prohibited:

2.1 Development and Construction. Except as provided in Sections 4.1 and 4.3, development and construction of any buildings or structures on the Easement

Property, including, but not limited to, buildings intended for occupancy for residential purposes is prohibited;

- 2.2 Subdivision. Any division or subdivision of the Easement Property or title to the Easement Property, whether by physical or legal process, is prohibited;
- 2.3 Timber Harvesting. Timber Harvesting is prohibited. Trees may be cut to control insects and disease, to prevent personal injury and property damage and for firewood for domestic use only. Dead trees maybe harvested at Grantor's discretion for firewood or construction purposes.
- 2.4 Trash. The dumping or accumulation of any kind of trash or refuse on the Easement Property is strictly prohibited. However, this shall not prevent the storage of agricultural products and by-products on the Easement Property in accordance with all applicable government laws and regulations.
- 2.5 Feed Lot. The establishment or maintenance of a commercial feed lot is prohibited. For purposes of this Easement, "commercial feed lot" is defined as a permanently constructed confined area or facility within which the property is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock. Nothing in this section shall prevent Grantor from seasonally confining Grantor's livestock into an area for feeding or from leasing pasture for the grazing of livestock owned by others, or from grazing Grantor's own livestock on the land consistent with the provisions hereof.
- 2.6 Mining. The commercial mining or extraction of soil, sand, gravel, oil, natural gas, fuel, or any other mineral substance, using any surface mining method is prohibited.
- 2.7. Construction of Buildings and Other Structures. The construction of any building or other structure (except for installation of or replacement of fences as allowed in this Grant or installation or construction of stockwells or stockponds consistent with historic livestock grazing practice) is prohibited. Construction and/or operation of cellular towers, radio-telephone repeaters, wind powered electrical generators,  television or radio antennas, radio-dispatch facilities, microwave or other wireless communications systems, and structures of any kind are prohibited. Before undertaking any construction that requires advance permission, Grantor shall notify Holder of such request at least 60 days before the onset of such work.
- 2.8. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property. Grantor's retained rights to use the Easement Property for livestock grazing, pasture, stockwatering and related use, as set forth herein, shall not be deemed a prohibited commercial use.

Section 3.0. Extinguishment of Development Rights. All rights to develop or use the Easement Property for any purpose that is prohibited by, or that is inconsistent with this Easement, are hereby extinguished by Grantor.

Section 4.0. Permitted Uses and Practices. Grantor intends that this Easement shall confine the future use of the Easement Property primarily to the preservation of open space and view corridors, grazing, a hiking and nature trail, wildlife protection and the other uses which are described herein and which are consistent with this Easement's purpose. The following uses and practices by Grantor, though not an exhaustive recital of consistent uses and practices, are permitted under this Easement, and these uses shall not be precluded, prevented, or limited by this Easement:



- 4.1 Maintaining, repairing, relocating, removing and replacing the existing improvements on the Easement Property, including, but not limited to, the water tank and associated water lines and the "P" painted rock feature and maintaining and repairing existing fences and utilities on the Easement Property;
- 4.2 Removing brush and vegetation necessary to minimize the risk of wildfire on the Easement Property;
- 4.3 Additional "wildlife friendly" fencing shall be permitted, designed and constructed in a manner that minimizes the adverse effect of the fencing on wildlife or on the natural features of the Easement Property. In the event of destruction, deterioration or obsolescence of said fences, Grantor may replace the same with fences of similar size, function, and capacity. Grantor may install fencing or locate rocks along the hiking trail described herein;
- 4.4 Continuing current and historic modes and levels of ranching, including the pasturing, grazing, feeding, and care of livestock, including, but not limited to, horses, and cattle, and to maintain stockpounds and stockwells on the Easement Property, either replacement or new, provided they are used to continue the current and historic modes and levels of ranching. Grantor's activities may include those normally incident to range preservation and enhancement;
- 4.5 Maintaining and controlling any flood waters by use of dams or earth damming construction in order to prevent damage to the Easement Property by flood waters or in order to improve or construct stockpounds;
- 4.6 Utilizing the Easement Property for recreational and educational uses including horseback riding and hiking;
- 4.7 Using agrichemicals, including but not limited to, fertilizers and biocides, but only in those amounts and with the frequency of application reasonably necessary to accomplish reasonable grazing and agricultural purposes, including weed control. All agrichemical use shall be in accordance with label directions and in compliance with applicable federal, state, and local laws, regulations, and requirements;
- 4.8 Preserving, repairing, maintaining, and replacing the existing roads and utility access across the Easement Property and to relocate the existing roads and utility access on the Property when reasonably necessary to maintain the use thereof; and

- 4.9 Using ranch and related vehicles upon and across the Easement Property, except as expressly prohibited.

Section 5.0. Reserved Rights. Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights accruing from the ownership of the Easement Property, including the right to engage in or permit, or to invite others to engage in, uses of the Easement Property that are not expressly prohibited herein and that are not inconsistent with the purposes of this Easement.

Section 6.0. Rights of Holder. To accomplish the purposes of this Easement, the following rights are conveyed to Holder by this Easement:

- 6.1. To take such actions as are reasonably necessary to preserve and protect the Conservation Values of the Easement Property; and
- 6.2. On an annual basis, to enter upon the Easement Property at a mutually agreed upon time which is reasonable to both Grantor and Holder in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that such entry by Holder shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Easement Property; and
- 6.3. In the event when emergency circumstances or prevention of a threatened material breach require, to enter the Easement Property to enforce the terms of this Easement without notice while not unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property; and
- 6.4. To prevent any activity on or use of the Easement Property that is inconsistent with the purposes of this Easement and to require of the appropriate persons the restoration of such areas or features of the Easement Property that are damaged by any activity or use that is inconsistent with the purposes of this Easement.
- 6.5. To manage and administer the hiking trail described below in Section 7, and to take all necessary steps to prevent trespassing upon the Easement Property by anyone utilizing the hiking trail.

Grantor acknowledges and agrees that the grant of the Easement constitutes a property right, vested in Holder on the date this instrument was executed by all parties (the "Effective Date"), having a fair market value at least equal to the proportionate value that the Easement bears to the fair market value of the Easement Property on the Effective Date.

Section 7.0. Easement Access and Trail Use.

- 7.1 Holder's Access. Holder, and not the general public, shall have reasonable ingress and egress over Grantor's Field Property for the purpose of accessing the Easement Property. Grantor may, in the exercise of its reasonable discretion, designate the location, manner and method of access to the Easement Property over the Field Property. The purpose of this right of access is to allow Holder to obtain access to the Easement Property for purposes of evaluating and administering it in accordance

with the terms of this Grant. With the exception of the right to construct and utilize a hiking trail in strict accordance with section 7.2 below, no right of access by the general public to any portion of the Easement Property is conveyed or created by this Grant of Easement. The access granted by this section 7.1 is not intended to provide access for the hiking trail, which trail use and access is described and defined in the following section 7.2.

7.2 Trail Use and Access. Grantor grants to Holder the right to construct and maintain a public trail (the "Trail") as part of the Alpine City Trail System, to be located only on the Easement Property and only in the location depicted on the attached Exhibit D, and subject to the following express conditions:

7.2.1 Construction. Holder may not construct the Trail until both of the following have occurred: (i) such time as the subdivision, presently called the Three Falls subdivision, located to the north of the Easement Property, has constructed and completed lot improvements, and has dedicated to Holder public trails that will connect into the Trail; and (ii) the owner of the Field Property, or such portion of it as may be needed to connect with other trails of Holder, has agreed to an extension of the Trail to other trails of Holder or the owner of the property to the west (presently property owned by the Grant family) of the Easement Property has agreed to allow the installation of a trail over said Grant family property for purposes of connecting the Trail to other trails of Holder. It is the intent of Grantor and Holder that: (i) no construction shall occur if such construction would create a dead end in the Trail or a circumstance where the Trail would not be connected to the Alpine Trail system on both ends of the Trail that is planned to traverse the Property, or (ii) to compel the construction of the Trail over land not within the Easement. Holder alone shall be responsible for the costs of constructing and maintaining the Trail.

7.2.2 Width and Location of Trail. The width of the Trail shall be no wider than four (4) feet except that Holder may utilize a space of up to ten (10) feet during the construction or reconstruction of the Trail. Holder agrees to restore the construction area to its reasonable pre-construction condition after the installation of the Trail and to consult with and notify Grantor before commencing construction of the Trail. Holder and Grantor agree that the Trail shall only be installed in the location depicted on the attached Exhibit D and that the location of the Trail shall first be flagged so that both Grantor and Holder can confirm its location prior to commencement of construction.

7.2.3 Operation and Use. Holder agrees to post sufficient number of signs to alert all users of the Trail that it is only a hiking and nature trail, that the public may not operate motorized vehicles on the Trail, that the Trail may only be used by hikers, cyclists and horseback riders, and that the public will be trespassing on private property if they stray from the Trail. Holder shall install such protective measures as may be necessary to prevent or impede

motor vehicle use of the Trail. Nothing in this section shall be interpreted as to prevent Grantor from crossing or utilizing the Trail or portions thereof with a motorized vehicle. Holder agrees to cooperate in efforts to fence or locate barriers, including boulders, along the Trail as may be necessary or where there have been instances of members of the public straying from the Trail.

- 7.2.4 Grantor's Remedies with Respect to Trail. Subject to section 9 hereof, if Holder fails to operate the Trail as required by this section, and has been provided sixty (60) days written notice of its failure to so operate the Trail, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Property at the cost of the Holder to the condition that existed prior to any such injury or to compel the operation of the Trail in accordance with this Grant.

#### Section 8.0. Holder's Remedies.

- 8.1. Notice of Violation; Corrective Action. If Holder determines that a violation of the terms of this Easement has occurred or is threatened, Holder shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Easement Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Easement Property injured to its prior condition with a plan approved by Holder at Grantor's expense. Holder and Grantor acknowledge that the Baseline Documentation is an accurate representation of the Easement Property's condition on the Effective Date and that such information may be used to measure any alleged violation of this Easement. Notwithstanding the foregoing, should a future controversy arise over the physical condition of the Easement Property, the parties may use all relevant documents that will assist in resolving a controversy.
- 8.2. Injunctive Relief. If Grantor fails to cure the violation within twenty (20) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within a twenty (20) day period, fails to begin curing the violation within the twenty (20) day period, or fails to seek accommodation to cure the violation, or fails to continue diligently to cure such violation until finally cured, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Easement Property to the condition that existed prior to any such injury.
- 8.3. Damages. Holder shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement which are proximately caused by Grantor, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting the

Grantor's liability therefor, Holder, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Easement Property.

- 8.4. Forbearance. Enforcement of the terms of this Easement shall be at the discretion of Holder and any forbearance by Holder to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Easement or of Holder's rights under this Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver of such a right or remedy.
- 8.5. Acts Beyond Grantor's Control, Force Majeure. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Grantor for any injury to or change in the Easement Property resulting from causes beyond Grantor's control, including, without limitation, acts of third parties, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate any threatened or actual significant injury to the Easement Property resulting from such causes.
- 8.6. Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Easement Property, Holder may pursue its remedies under this section without prior notice to Grantor or without waiting for the period provided for cure to expire.
- 8.7. Scope of Relief. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantor agrees that Holder's remedies at law for any violation of the terms of this Easement are inadequate and that Holder shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- 8.8. Costs of Enforcement. In connection with litigation or arbitration proceeding under this Easement, the prevailing party shall be entitled to recover from the other party its expenses, including, without limitation, costs and expenses of suit and reasonable attorney fees. Furthermore, any costs of restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor.
- 8.9. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel or prescription as they may relate to the Easement Property.

Section 9.0. Mediation. Grantor and Holder agree to submit any dispute that one of them or both may have concerning this Easement to mediation prior to commencing any suit. Any suit

commenced before a mediation has occurred shall be stayed until after the parties have participated in a mediation. The parties agree to divide equally among themselves the fees for a mediator selected in accordance with this provision.

Section 10.0. Costs, Liabilities, Taxes, and Environmental Compliance.

- 10.1. Costs, Legal Requirements, and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Easement Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use which shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Easement Property free of any mechanics' or materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by the Grantor. Holder shall keep the Easement Property and Easement free of any mechanics' and materialmen's liens arising out of any work performed for, materials furnished to, or obligations incurred by Holder.
- 10.2. Taxes. Grantor shall pay, before delinquency, any and all taxes, assessments, fees, and charges levied or assessed by competent authority on the Easement Property (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Holder with satisfactory evidence of payment upon request. Holder agrees to cooperate in Grantor's efforts to have the Easement Property taxed as greenbelt or at a reduced property tax rate as a result of the Easement and shall cooperate in allowing such complementary uses as may be necessary to achieve the preferred and lower property tax rate.
- 10.3. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:
  - (a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Easement Property, provided that nothing in this Section purports to apply to fertilizers, biocides or other such permitted substances incident to stockraising and ranching activities;
  - (b) There are not now any underground storage tanks (other than for water) located on the Easement Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Easement Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

- (c) Grantor and the Easement Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Easement Property and its use;
  - (d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Easement Property; and
  - (e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, local law, regulation, or requirement applicable to the Easement Property and its use, nor do there exist any facts or circumstances that the Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.
- 10.4. Remediation. If at any time there occurs, or has occurred, an unlawful release by Grantor or by any of Grantor's family members, employees, agents, contractors, or invitees (other than Holder) in, on, or about the Easement Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.
- 10.5. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Easement Property, or any of Grantor's activities on the Easement Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").
- 10.6. Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Holder and its members, directors, officers, attorneys, employees, agents, and contractors and its heirs, personal representatives, successors, volunteers and assigns each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from: (1) injury to or the death of any person, or physical damage to any property, resulting from any act or omission of Grantor occurring on or about the Easement Property; (2) Grantor's violation of, or failure to comply with, any state, federal, or local law, regulation, or requirement in any way affecting, involving, or relating to the Easement Property; (3) the presence or release in, on, from, or about the Easement Property, at any time, of any substance now or hereafter, except as contemplated or permitted hereunder.

Grantor and Holder agree that the purpose of the foregoing indemnity provision is to require the Grantor to bear the expense of the aforesaid claims made by a third party against the Holder which arise solely because the Holder has an interest in the Property as a result of this Easement. Nothing herein shall require that Grantor indemnify, defend or hold harmless any of the Indemnified Parties for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by the acts, omissions or negligence of any Indemnified Parties, nor for any injury, death, physical damage, property damage, personal injury or any other damage, cost, expense or liability caused by third parties and not the fault of Grantor. Holder shall at all times maintain commercial general liability insurance insuring Holder for acts or omissions giving rise to personal injury or property damage.

Section 11.0. Extinguishment/ Condemnation.

- 11.1. Extinguishment. If an unexpected change occurs in the conditions surrounding the Property that makes the continued use of the Easement Property for conservation purposes impossible or impractical this Easement may be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction; provided that, (1) Holder's vested interest in the Easement Property described in paragraph 6.5 hereof is maintained, (2) upon the subsequent sale or exchange of the Property, the net proceeds from such sale or exchange are divided between Holder and Grantor in the proportionate value of this Easement as established at the time of its creation (unless applicable state law requires that Holder receive all proceeds from such sale or exchange), and (3) Holder uses all of its share of such proceeds in a manner consistent with the Conservation Values.
- 11.2. Condemnation. If all or any part of the Easement Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, the parties shall act jointly to recover the full value of their interests in the Easement Property, subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred shall be paid out of the amount recovered. All net proceeds recovered by the parties shall be divided in accordance with the proportionate value of this Easement as established at the time of its creation (unless applicable state law requires that Holder receive all of such proceeds). All interpretations of Holder's property rights shall follow Treasury Regulation Section 1.170.

Section 12.0. Assignment of Holder's Interest. This Easement is transferable by Holder, but Holder may assign its interest in this Easement only to a "qualified organization" within the meaning of Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable Regulations promulgated thereunder and the Act. As a condition of such assignment, Holder shall require that a qualified assignee expressly accept such assignment, assume the obligations of Holder hereunder, and agree in writing that the conservation purposes that this grant is intended to advance shall continue to be carried out following the assignment. This Easement may not be assigned to another governmental entity, be it federal or local agency or political subdivision, other than a qualified state agency of the State of Utah. Prior to assigning its interest in this Easement, Holder shall obtain the prior written consent of Grantor or the then current owner of fee title to the Easement Property. Any assignment without the required consent as stated herein, shall be void and of no effect. Grantor shall not unreasonably withhold its consent to any such assignment so long as it is not to a prohibited party identified herein.

Section 13.0. Amendment of the Easement. Notwithstanding the provisions related to the extinguishment of this Easement, if circumstances arise under which an amendment to the modification of the Easement would be appropriate, Grantor and Holder may mutually agree to amend the Easement; provided that no amendment shall be allowed that affects the status of the Easement as a qualified conservation contribution under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulation promulgated thereunder or the Act, assuming that this Easement otherwise qualifies. Any such amendment shall be consistent with the purposes of the Easement, shall not affect its perpetual duration, and shall not impair any of the Conservation Values. Any such amendment shall be recorded in the official records of Utah County, Utah recorder. Nothing in this Easement in any way purports to indicate that the parties anticipate, or represent to one another, that the grant of the Easement qualifies for deductions or other favorable tax treatment, and such treatment is in no way a contingency of any obligation hereunder.

Section 14.0. Subsequent Transfers by Grantor. Grantor agrees to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Easement Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Holder of the transfer of any interest in the Easement Property subject to this Easement at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way.

Section 15.0. Recordation. Holder shall record this instrument in a timely fashion in the official records of Utah County, and may re-record it at any time as may be required to preserve Holder's rights in this Easement.

Section 16.0. General Provisions.

- 16.1. Notices. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, to the other party at the address shown at the beginning of this Easement, or at such other address as a party may hereafter specify by written notice to the other parties or at such address maintained by the Division of Corporation and Commercial Code, Utah Department of Commerce.
- 16.2. Grant in Perpetuity. Subject to Sections 11.1, and 11.2 hereof, the Easement herein granted shall be a burden upon and shall run with the Easement Property in perpetuity and shall bind Grantor and Grantor's respective personal representatives, heirs, successors, and assigns forever.
- 16.3. Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of party's interest in the Easement or Easement Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
- 16.4. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purposes of this Easement and the policy and purposes of the Land Conservation Easement Act, Utah Code Ann. §§57-18-1, -7. If any provision of this instrument is found to be ambiguous, invalid, or unenforceable, an interpretation consistent with the purposes of this Easement that would render the provision valid and enforceable shall be favored over interpretation that would render it invalid or unenforceable.
- 16.5. Severability. If any provision of this Easement, or the application thereof, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to circumstances or persons other than those to which it is found invalid, shall not be affected so long as the purposes of this Easement are not unduly frustrated.
- 16.6. Entire Agreement. This instrument sets forth the entire agreement between the parties with respect to this Easement.
- 16.7. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Easement. Notwithstanding which of the parties may be deemed to have prepared this Easement, this Easement shall not be interpreted either for or against Grantor or Holder, but this Easement shall be interpreted in accordance with the general tenor of the language in an effort to carry out the purposes of this Easement.
- 16.8. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties, hereto and their respective personal representatives, heirs, successors, and assigns and shall continue

as a servitude running in perpetuity with the Easement Property. The terms "Grantor" and "Holder" wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor its successors, and assigns, and the above-named Holder and its successors and assigns.

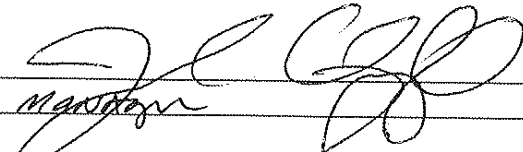
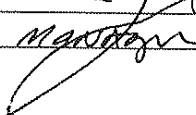
- 16.9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
- 16.10. Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

*[Signature page to follow]*

TO HAVE AND TO HOLD, the said Easement unto the said Holder, its successors and assigns forever.

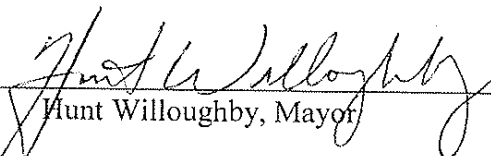
IN WITNESS WHEREOF, Grantor has executed this Grant of Conservation Easement as of July 15, 2010:

CHAPPELL ALPINE FARMS LLC,  
a Utah limited liability company

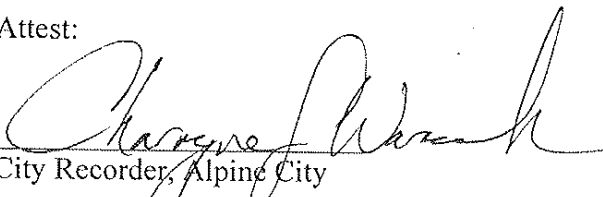
By   
Its 

The undersigned Holder hereby accepts the foregoing Grant of Easement.

ALPINE CITY, a political subdivision of the State of  
Utah

By   
Hunt Willoughby, Mayor


Attest:

  
City Recorder, Alpine City

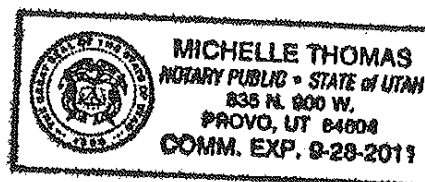
Acknowledgments

STATE OF UTAH                     )  
   ) ss.  
 COUNTY OF UTAH                 )

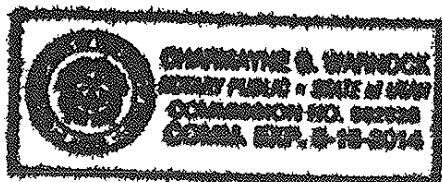
The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16 day of July, 2010 by Jared Chappell, the Manager of Chappell Alpine Farms LLC, as Grantor.

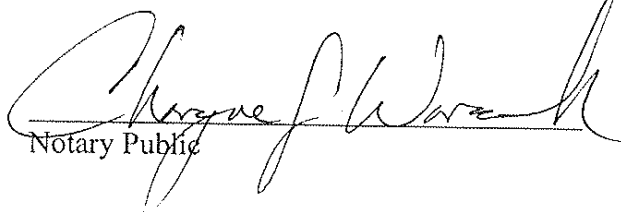
  
 \_\_\_\_\_  
 Notary Public

STATE OF UTAH                     )  
   ) ss.  
 COUNTY OF UTAH                 )



The foregoing instrument was subscribed, sworn to, and acknowledged before me this 16<sup>th</sup> day of July, 2010 by HUNT WILLOUGHBY, Mayor of Alpine City, as Holder.



  
 \_\_\_\_\_  
 Notary Public

**EXHIBIT "A"****PROPERTY DESCRIPTION**

Commencing at the North Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the One-Quarter Section Line 2159.621 feet; thence along a Deer Fence as follows: North 89°50'46" West 225.351 feet; South 00°49'55" West 482.103 feet; South 89°36'59" East 225.65 feet along a Deer Fence and extension thereof to the One-Quarter Section Line; thence South 00°47'44" West along the One-Quarter Section Line 48.173 feet; thence South 27°02'01" West 188.51 feet; thence North 61°02'02" West 323.332 feet along a Deer Fence; thence along the Wayne Park Title (W.D. Entry 11602-69) Dale Pack Title (Q.C.D. Entry 12141-92 and Carl Pack Title (W.D. Entry 389343-83) as follows: South 29°57" West 224.978 feet North 60°40' West 321.919 feet to the East Title of Weixler; thence along the Weixler Title (W.D. Entry 25617.92) as follows: North 33°39' East 406.854 feet; North 77°12'34" West 225.245 feet; South 69°35' West 460.80 feet South 12°33' East 32.95 feet to the Northerly boundary of Dean Lindsay Title (W.D. Entry 39295.80); thence South 62°09' West 190.041 feet; thence along a fence line and Grant Title (W.D. 1780-91) as follows: North 00°34'37" West 256.025 feet North 00°34'24" West 145.52 feet; North 32°57'25" West 324.82 feet; North 33°37'02" West 376.55 feet; North 34°13'41" West 266.95 feet; North 43°13'49" West 212.37 feet to the Section Line; thence North 00°02'21" East 461.775 feet along the Section Line to the Northwest corner of said Section 18; thence North 88°33'09" East 2719.90 feet along the Section Line to the Point of Beginning.

**Less And Excepting the Following 2 Parcels:**

Commencing at a fence post located North 00°02'21" East along the Section Line 371.96 feet and East 2010.13 feet from the West One-Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 10°53'37" West 363.18 feet; thence East 553.28 feet; thence South 06°19'38" West 340.50 feet; thence South 34°58'49" East 102.86 feet; thence South 19°01'01" West 55.51 feet; thence South 46°20'46" West 49.90 feet to a fence corner thence South 00°49'55" West along a Fence Line 453.99 feet; thence along the North boundary of an easement right of way as follows: along the arc of a 73.26 foot radius curve to the right 80.60 feet (chord bears North 57°28'39" West 76.60 feet; North 25°57'30" West 113.44 feet; along the Arc of a 200.00 foot radius curve to the left 148.03 feet, (chord bears North 47°09'45" West 144.68 feet); thence North 11°29'57" West 100.41 feet; thence North 01°35'35" East 316.55 feet; thence South 84°24'28" West 132.84 feet; thence South 65°53'45" West 89.34 feet to the Point of Beginning. (11-045-0136).

Commencing North 382.10 feet and East 1936.12 feet from the West Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 15°18' West 11.52 feet; thence North 74°42' East 250 feet along a Fence Line; thence South 15°18' East 239.36 feet; thence South 78°13' West 280.79 feet to the Point of Beginning. (11-045-0057)

**EXHIBIT "B"****Legal Description of "Easement Property"**

Beginning at a point South 88°33'07" West 74.43 feet from the North Quarter Corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 34°57'14" West 115.53 feet; thence South 32°51'36" West 173.94 feet; thence South 30°12'54" West 105.94 feet; thence South 45°12'21" West 85.41 feet; thence South 51°03'16" West 108.18 feet; thence South 60°28'12" West 71.97 feet; thence South 52°59'20" West 62.28 feet; thence South 43°34'32" West 80.33 feet; thence South 34°42'39" West 81.59 feet; thence South 37°54'31" West 107.57 feet; thence South 41°52'53" West 333.60 feet; thence South 14°04'50" East 75.42 feet; thence South 04°43'18" West 91.09 feet; thence South 31°55'48" West 94.86 feet; thence South 13°11'38" East 94.46 feet; thence South 27°24'35" West 115.21 feet; thence South 28°48'14" West 97.02 feet; thence South 31°50'10" West 85.86 feet; thence South 41°14'13" West 40.85 feet; thence South 13°25'22" East 13.45 feet; thence South 18°24'14" West 46.79 feet; thence South 34°48'03" West 64.26 feet; thence South 31°36'42" West 100.03 feet; thence South 33°51'47" West 35.81 feet; thence South 45°19'26" West 41.25 feet; thence South 33°00'51" West 37.43 feet; thence South 34°04'20" West 50.47 feet; thence South 37°44'46" West 62.93 feet; thence South 49°00'58" West 128.87 feet; thence North 55°50'00" West 452.24 feet; thence North 29°46'46" West 246.39 feet; thence North 32°34'24" West 145.52 feet; thence North 32°57'25" West 324.82 feet; thence North 33°37'02" West 376.55 feet; thence North 34°13'41" West 266.95 feet; thence North 43°13'49" West 212.32 feet; thence North 00°02'05" East 462.43 feet; thence North 88°33'07" East 2642.32 feet to the point of beginning.

Comprising 3,001,424 Sq Ft or 68.90 Acres +/-.

**EXHIBIT "C"****Legal Description of Grantor's "Field Property"**

Commencing at the North Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°47'44" West along the One-Quarter Section Line 2159.621 feet; thence along a Deer Fence as follows: North 89°50'46" West 225.351 feet; South 00°49'55" West 482.103 feet; South 89°36'59" East 225.65 feet along a Deer Fence and extension thereof to the One-Quarter Section Line; thence South 00°47'44" West along the One-Quarter Section Line 48.173 feet; thence South 27°02'01" West 188.51 feet; thence North 61°02'02" West 323.332 feet along a Deer Fence; thence along the Wayne Park Title (W.D. Entry 11602-69) Dale Pack Title (Q.C.D. Entry 12141-92 and Carl Pack Title (W.D. Entry 389343-83) as follows: South 29°57" West 224.978 feet North 60°40' West 321.919 feet to the East Title of Weixler; thence along the Weixler Title (W.D. Entry 25617.92) as follows: North 33°39' East 406.854 feet; North 77°12'34" West 225.245 feet; South 69°35' West 460.80 feet South 12°33' East 32.95 feet to the Northerly boundary of Dean Lindsay Title (W.D. Entry 39295.80); thence South 62°09' West 190.041 feet; thence along a fence line and Grant Title (W.D. 1780-91) as follows: North 00°34'37" West 256.025 feet North 00°34'24" West 145.52 feet; North 32°57'25" West 324.82 feet; North 33°37'02" West 376.55 feet; North 34°13'41" West 266.95 feet; North 43°13'49" West 212.37 feet to the Section Line; thence North 00°02'21" East 461.775 feet along the Section Line to the Northwest corner of said Section 18; thence North 88°33'09" East 2719.90 feet along the Section Line to the Point of Beginning.

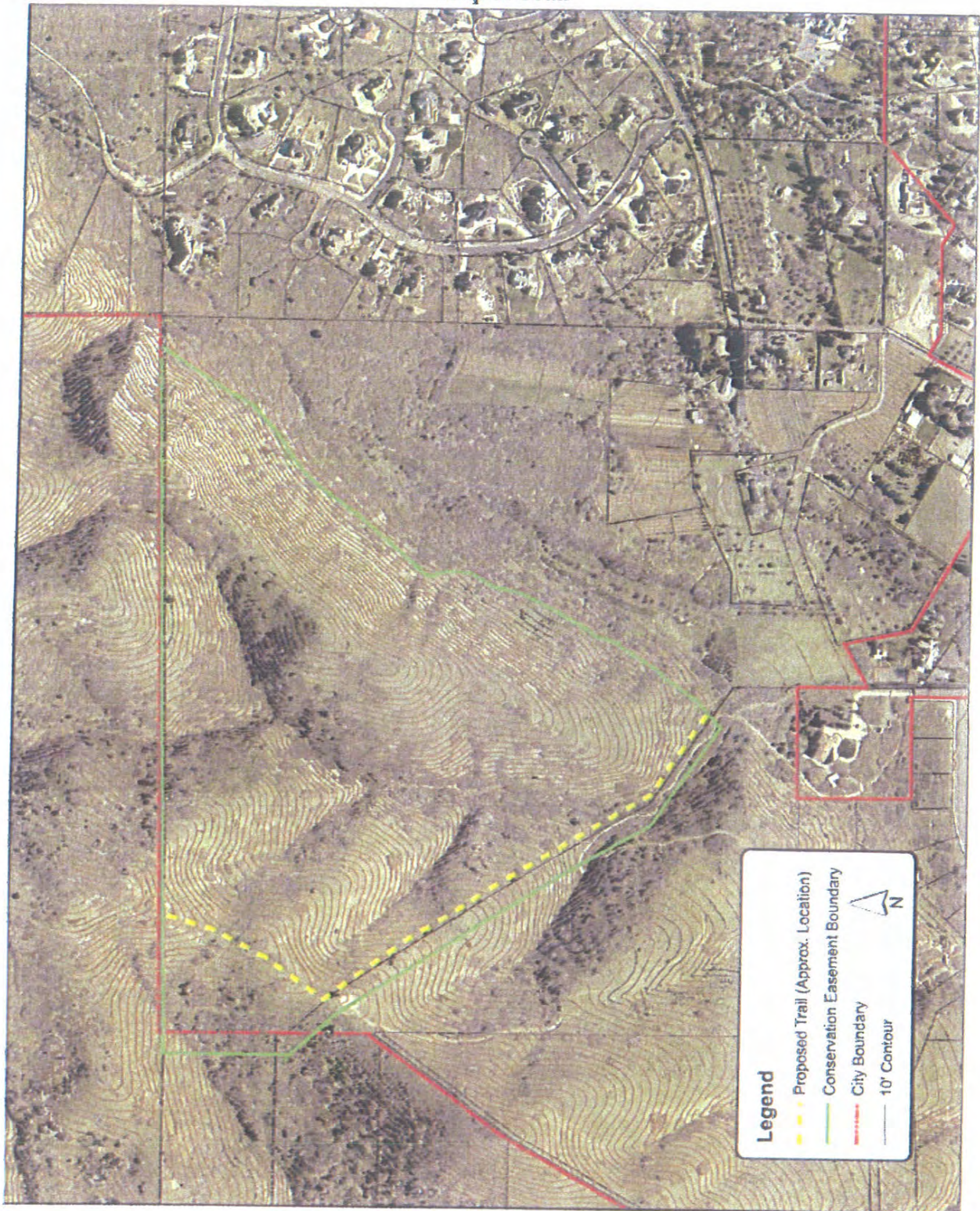
**Less And Excepting the Following 3 Parcels:**

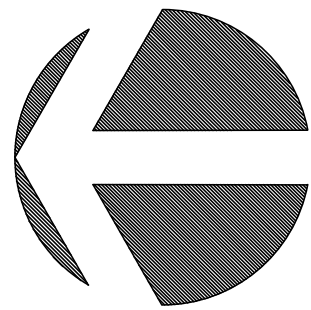
Commencing at a fence post located North 00°02'21" East along the Section Line 371.96 feet and East 2010.13 feet from the West One-Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 10°53'37" West 363.18 feet; thence East 553.28 feet; thence South 06°19'38" West 340.50 feet; thence South 34°58'49" East 102.86 feet; thence South 19°01'01" West 55.51 feet; thence South 46°20'46" West 49.90 feet to a fence corner thence South 00°49'55" West along a Fence Line 453.99 feet; thence along the North boundary of an easement right of way as follows: along the arc of a 73.26 foot radius curve to the right 80.60 feet (chord bears North 57°28'39" West 76.60 feet; North 25°57'30" West 113.44 feet; along the Arc of a 200.00 foot radius curve to the left 148.03 feet, (chord bears North 47°09'45" West 144.68 feet); thence North 11°29'57" West 100.41 feet; thence North 01°35'35" East 316.55 feet; thence South 84°24'28" West 132.84 feet; thence South 65°53'45" West 89.34 feet to the Point of Beginning. (11-045-0136).

Commencing North 382.10 feet and East 1936.12 feet from the West Quarter corner of Section 18, Township 4 South, Range 2 East, Salt Lake Base and Meridian; thence North 15°18' West 11.52 feet; thence North 74°42' East 250 feet along a Fence Line; thence South 15°18' East 239.36 feet; thence South 78°13' West 280.79 feet to the Point of Beginning. (11-045-0057)

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**EXHIBIT "D"**  
**Map of Trail**

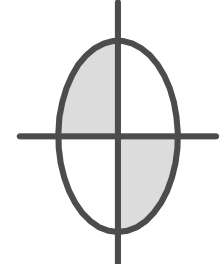




NORTH  
1" = 120'

# Alpine Canyon Estates

Alpine Utah



DUDLEY AND ASSOCIATES  
ENGINEERS PLANNERS SURVEYORS  
353 EAST 1200 SOUTH, OREM, UTAH  
801-224-1252

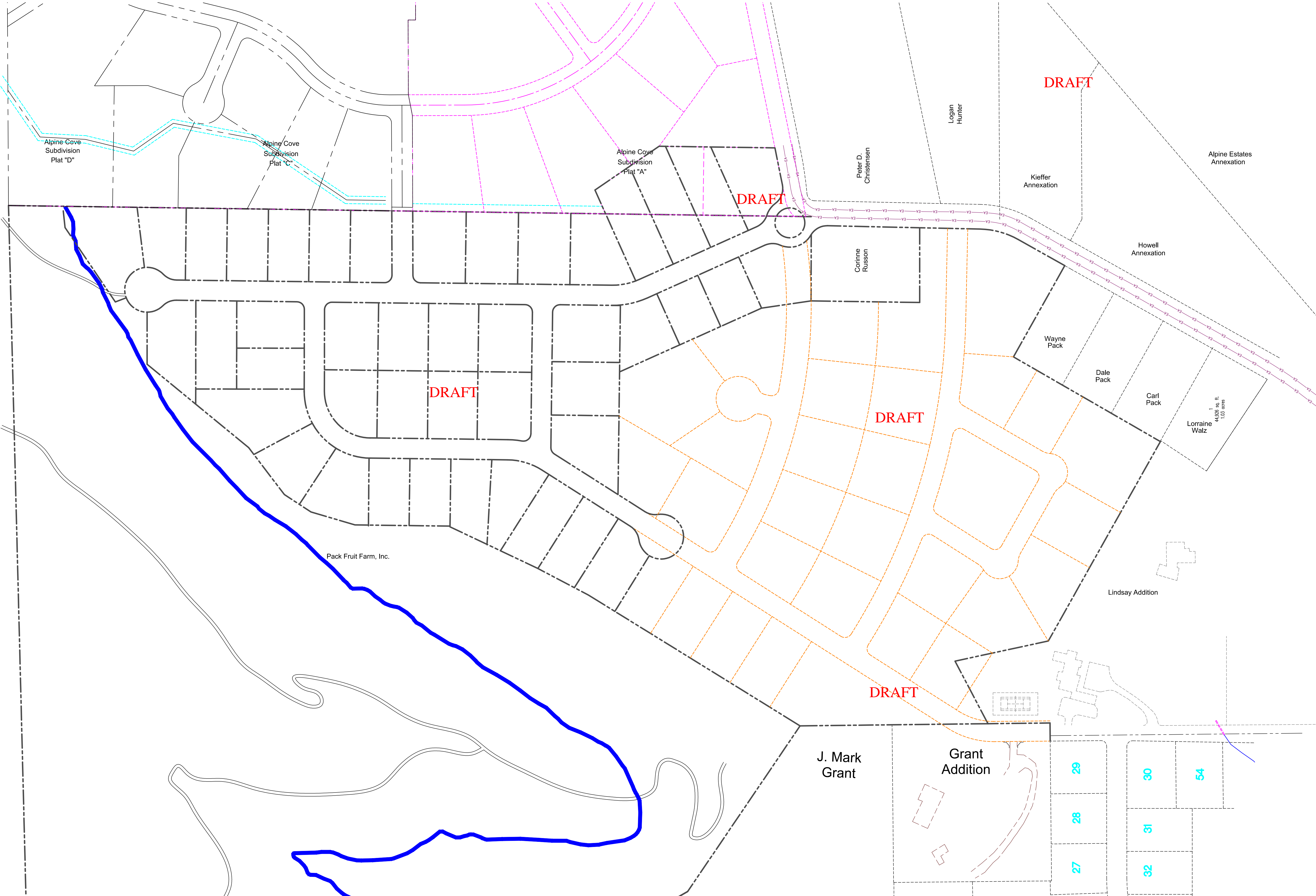
Alpine Canyon Estates  
Concept Plan A

Revisions

Date
Scale
By
Tracing No.

Sheet No.
C -

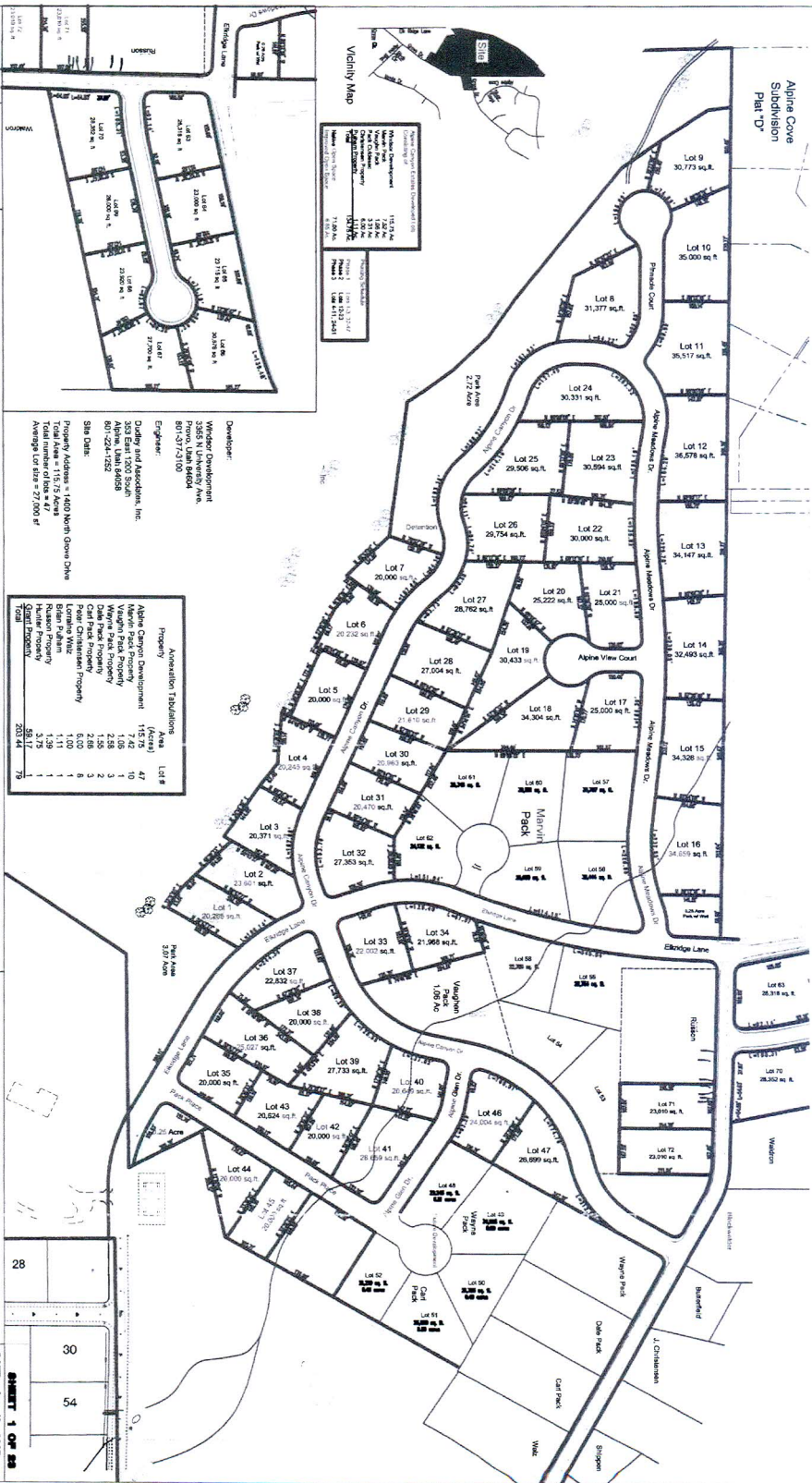
Fort Canyon  
(Borcherds)  
Annexation



# Alpine Canyon Estates



Alpine Cove  
Subdivision  
Plat D



**Alpine Canyon Estates (Plat D)**

Lot #	Area (sq. ft.)	Area (Acres)
1	15,724	.357
2	15,724	.357
3	15,724	.357
4	15,724	.357
5	15,724	.357
6	15,724	.357
7	15,724	.357
8	15,724	.357
9	15,724	.357
10	15,724	.357
11	15,724	.357
12	15,724	.357
13	15,724	.357
14	15,724	.357
15	15,724	.357
16	15,724	.357
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18	15,724	.357
19	15,724	.357
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30	15,724	.357
31	15,724	.357
32	15,724	.357
33	15,724	.357
34	15,724	.357
35	15,724	.357
36	15,724	.357
37	15,724	.357
38	15,724	.357
39	15,724	.357
40	15,724	.357
41	15,724	.357
42	15,724	.357
43	15,724	.357
44	15,724	.357
45	15,724	.357
46	15,724	.357
47	15,724	.357
48	15,724	.357
49	15,724	.357
50	15,724	.357
51	15,724	.357
52	15,724	.357
53	15,724	.357
54	15,724	.357

**Developer:**  
Wander Development  
3555 N. University Ave.  
Salt Lake City, UT 84143  
801-371-2100

**Engineer:**  
Dudley and Associates, Inc.  
3555 N. University Ave.  
Salt Lake City, UT 84143  
801-371-2100

**Site Data:**  
Property Address: 1400 North Green Drive  
Total number of lots = 47  
Average lot size = 27,000 sq. ft.

**Alpine Canyon Subdivision**

Property	Area (Acres)	Lot #
Alpine Canyon Development	115.72	47
Wander Development	115.72	1
Wander Development	115.72	2
Wander Development	115.72	3
Wander Development	115.72	4
Wander Development	115.72	5
Wander Development	115.72	6
Wander Development	115.72	7
Wander Development	115.72	8
Wander Development	115.72	9
Wander Development	115.72	10
Wander Development	115.72	11
Wander Development	115.72	12
Wander Development	115.72	13
Wander Development	115.72	14
Wander Development	115.72	15
Wander Development	115.72	16
Wander Development	115.72	17
Wander Development	115.72	18
Wander Development	115.72	19
Wander Development	115.72	20
Wander Development	115.72	21
Wander Development	115.72	22
Wander Development	115.72	23
Wander Development	115.72	24
Wander Development	115.72	25
Wander Development	115.72	26
Wander Development	115.72	27
Wander Development	115.72	28
Wander Development	115.72	29
Wander Development	115.72	30
Wander Development	115.72	31
Wander Development	115.72	32
Wander Development	115.72	33
Wander Development	115.72	34
Wander Development	115.72	35
Wander Development	115.72	36
Wander Development	115.72	37
Wander Development	115.72	38
Wander Development	115.72	39
Wander Development	115.72	40
Wander Development	115.72	41
Wander Development	115.72	42
Wander Development	115.72	43
Wander Development	115.72	44
Wander Development	115.72	45
Wander Development	115.72	46
Wander Development	115.72	47

**DUDLEY & ASSOCIATES**  
ENGINEERS PLANNERS SURVEYORS  
ORLANDO, FLORIDA 32801  
801-371-2100

**Preliminary Plat**

**DATE: June 10, 2007**  
**SCALE: 1" = 100'**  
**DRAWN BY: JTB**  
**CHECKED BY: JTB**  
**UTAH**

# **Exhibit C**

## **MASTER PLAN**

In December 1997, the City Council asked the Planning Commission to review the unincorporated area surrounding the City and analyze it in terms of environmental and land use issues as it relates to possible annexations. The environmental and land use issues that were analyzed are included in the Land Use Element of the General Plan and are as follows:

Development in sensitive lands will be limited in order to protect and preserve environmentally and geologically sensitive lands in Alpine. New development shall be prohibited above the elevation of 5350 Mean Sea Level unless it is demonstrated that the development would not adversely impact or be impacted by the following:

- a. Fault and earthquake hazards
- b. Subsurface rock and soil types
- c. Slope of the land
- d. Groundwater recharge areas and local groundwater conditions
- e. Flood hazards and erosion types
- f. Viewscapes
- g. Flood Planes
- h. Elevation
- i. Cost of City Services
- j. Wildlife habitat
- k. Water quality

The Planning Commission analyzed each area in accordance with the criteria outlined in the Land Use Element of the General Plan adopted at that time. The Planning Commission divided the project into study areas as follows:

NOTE: The estimated number of lots shown in the study is an example of how many lots could possibly be developed under the proposed land use. It does not imply a commitment to a certain number of lots. The actual number of lots allowed will be determined by the ordinances in effect at the time of annexation and development. It will also depend on the terms of the annexation agreement. This plan does not grant nor guarantee any number of lots.

**STUDY AREA****COMMENTS****MELBY-3.53 ACRES**

Located North of the City

a.	Fault & Earthquake Hazards	High – possible fault in area TBD
b.	Surface Rock & soil types	High – possible issues (TBD)
c.	Slope of land	Shane will run slope analysis.
d.	Groundwater recharge areas & local groundwater conditions	High - recharge Medium - groundwater conditions
e.	Flood hazards & erosion hazards	Low-floods Medium-erosion
f.	Viewscales	High
g.	Flood plains	Low
h.	Elevation	High 3.53 acres above 5350
i.	Water quality	High
j.	Cost of City Services	
k.	Wildlife Habitat	High
l.	Sensitive Lands	High - 3.53 acres in sensitive lands
m.	Urban / Wildlands Interface	High

All items shall be verified and/or determined by study prior to final approval of any development plan.

**Land Use:**

a.	Current County zoning	CE-1
b.	Land Use Plan Designation	CE-5
c.	Proposed land use	Open space
d.	Potential number of lots	0

**SOUTH OF BOX ELDER- 41.0 ACRES**

Located in the northeast area of the City

a.	Fault & Earthquake Hazards	High – 1 fault through the area
b.	Surface Rock & soil types	Medium
c.	Slope of land	Moderate 0.58 acres above 25%
d.	Groundwater recharge areas & local groundwater conditions	High- recharge Low- groundwater conditions
e.	Flood hazards & erosion hazards	Low-floods Medium-erosion
f.	Viewscales	High
g.	Flood plains	Low
h.	Elevation	High 30.47 acres above 5350
i.	Water quality	High
j.	Cost of City Services	Medium
k.	Wildlife Habitat	High
l.	Sensitive Lands	High 41.0 acres in sensitive lands
m.	Urban/ wildlands Interface	High

**Land Use:**

a.	Current County zoning	TR-5
b.	Land Use Plan Designation	Proposed park
c.	Proposed land use	Park
d.	Potential number of lots	0

**BENNETT/FITZGERALD AREA – 52.03 ACRES**

Located on the east side of the City

a.	Fault & Earthquake Hazards	Moderate - 2 faults on eastside of property
b.	Subsurface rock and soil types	Moderate
c.	Slope of land	Moderate 6.8 acres above 25%
d.	Groundwater recharge area & local groundwater conditions	High - recharge Low - groundwater
e.	Flood hazards and erosion hazards	Low - flood hazards High - erosion hazards
f.	Viewscapes	High
g.	Flood plains	Low
h.	Elevation	1.70 acres above 5350
i.	Cost of city services	High
j.	Wildlife habitat	High
k.	Water quality	High
l.	Sensitive lands	High – 34.59 acres in sensitive lands
m.	Urban Wildland Interface	High

**Land Use:**

a.	Current county zoning	TR-5 & CE-1
b.	Land Use Plan designation	CR-40
c.	Potential number of lots	60*

**GRANT PROPERTY - 59.17 ACRES**

Located North of the City

a.	Fault & Earthquake hazards	Low– no faults
b.	Subsurface rock & soil types	Medium
c.	Slope of land	High 47.46 acres above 25%
d.	Groundwater recharge areas & local groundwater conditions	Medium
e.	Flood hazards & erosion hazards	Medium
f.	Viewscapes	High
g.	Flood planes	Low
h.	Elevation	High- 46.12 acres above 5350
i.	Cost of City Services	Medium
j.	Wildlife habitat	High
k.	Water quality	High
l.	Sensitive lands	High- 59.0 acres in sensitive lands
m.	Urban Wildlands Interface	High

**Land Use:**

a.	Current county zoning	CE-1
b.	Land Use Plan designation	CE-5 & CR-40 & Park
c.	Proposed Land Use	CR-40 & CE-5
d.	Potential of number of lots	6*

**PACK AREA – 143.61 ACRES**

Located North of the City

a.	Fault & Earthquake hazards	Low– no faults
b.	Subsurface rock & soil types	Medium
c.	Slope of land	High 72.31 acres above 25%
d.	Groundwater recharge areas & local groundwater conditions	Medium
e.	Flood hazards & erosion hazards	Medium
f.	Viewscales	High
g.	Flood planes	Low
h.	Elevation	High- 54.44 acres above 5350
i.	Cost of City Services	Medium
j.	Wildlife habitat	High
k.	Water quality	High
l.	Sensitive lands	High- 87.45 acres in sensitive lands
m.	Urban Wildlands Interface	High

## Land Use:

a.	Current county zoning	CE-1
b.	Land Use Plan designation	CE-5 & CR-40 & Park
c.	Proposed Land Use	CR-40 & CE-5
d.	Potential number of lots	89*

**Total acres in Annexation Study****299.34 acres**

\*Estimated # of lots is based on the slope analysis base density plus full density bonus. Hazards and sensitive lands were not taken into account which could result in fewer lots.

**ALPINE CITY ANNEXATION MASTER PLAN SUMMARY**

<b>ALPINE CITY ANNEXATION MASTER PLAN SUMMARY</b>					
<b>AREA</b>	<b>ACRES</b>	<b>LOTS (SLO)</b>	<b>LOTS (5350)</b>	<b>ADOPTED LAND USE</b>	<b>PROPOSED ZONING</b>
<b>Melby</b>	3.53			Open space	CE-5
<b>South Box Elder</b>	41.00			Park	CE-5
<b>Bennett/Fitzgerald</b>	52.03			Low Density	CR-40,000
<b>Grant</b>	59.17			Very low density & low density with open space & parks	CE-5 & CR-40,000
<b>Pack</b>	143.61			Very low density & low density with open space & parks	CE-5 & CR-40,000
<b>TOTAL</b>	<b>299.34</b>				

## **ALPINE PLANNING COMMISSION AGENDA**

**SUBJECT: Trail Committee Presentation**

**FOR CONSIDERATION ON: 7 April 2015**

**PETITIONER: Ad Hoc Trails and Open Space Committee**

**ACTION REQUESTED BY PETITIONER: Make Recommendation of  
Approval to City Council**

**APPLICABLE STATUTE OR ORDINANCE:**

**PETITION IN COMPLIANCE WITH ORDINANCE: Yes**

### **BACKGROUND INFORMATION:**

The Ad Hoc Trails and Open Space Committee has recently been working on an approach to address the needs of Alpine City's trails. This includes an effort to repair, improve, and/or replace trails within the City. The committee has a goal to have some proposed trail standards adopted before Saturday, June 6th which is the annual National Trail Day. There are plans to have a huge volunteer effort on that day.

### **COMMITTEE RECOMMENDATIONS:**

**The Ad Hoc Trails and Open Space Committee recommends that the City:**

- **Adopt recommended standards for ongoing utilization, maintenance and enhancements.**
- **Move all maintenance and improvement efforts to designated standard.**
- **Expedite signage and traffic control improvements which includes:**
  - **Rock barriers for closed areas**
  - **Enhanced signage in at risk areas**

# Alpine City Trails

Trail Standards, Improvements, and  
Trail Day  
Saturday, June 6, 2015

Draft - April 2, 2015

## Status / Observations

- Increased Usage
  - All users (hikers, joggers, bicyclists, OHVs, horses)
- Increased Maintenance
  - Trails, Bridges, Parking, Facilities
  - Noxious non-native weed control
- Improved Design
- Standards
  - Adopt US Forest Service Standards
- Improvements

*Increased utilization requires enhanced  
design, maintenance, and care.*

Draft - April 2, 2015

## Standards

### Adopt US Forest Service Standards

– Field and Engineering Tested

- Signs
- Bridges
- Trails
- Noxious and Non-native Weeds
- Improvements – (i.e. Bowery Fire Pit)



*Balance short-term needs (and constraints)  
With long-term objectives and legacy.*

Draft - April 2, 2015

## Signs

- Carsonite - Trail Signs
  - Need to inventory requirements
    - Trail Names
    - Trail Traffic Control and street crossings
- Metal - Motorized Traffic Control Signs
  - Parking / No Parking
    - Parking Capacity
    - Get vehicles off grass and fire danger areas
    - Inventory parking capacity
      - Designated Parking / No Parking Areas



Draft - April 2, 2015

## Signs – Current / Standard

Major Signs – Rodeo Ground

Trail and Information Bulletin Boards

Trail Signs

Fire, Fireworks

Traffic Control – Parking / No Parking

*To control traffic, protect against fire and erosion, and safety – immediate improvements are needed.*

Draft - April 2, 2015

## Rodeo Signage

Current  
Rodeo  
Sign



*Current sign not in compliance with code – what should the standard be?*

Draft - April 2, 2015

## Trail and Information Bulletin Boards

Current  
Bulletin  
Photo



Bad



Standard

Good

*Bulletin boards set tone for visitors  
and post rules and information*

## Trail Signs

Current  
Trail Sign  
Photo



*Carsonite trail signs designate trail  
name and authorized use.*

## Traffic Signs



### Parking/No Parking Areas

- Metal Posts
- Metal Signs
  - Warning
  - Parking/No Parking
- Rock Barriers – Unauthorized Areas

### Cross Street Traffic

- Designed crossing areas

*Metal traffic signs and posts,  
and crosswalks are critical to for  
public safety and the environment*

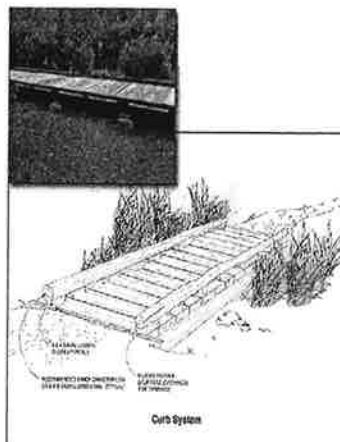
Draft - April 2, 2015

## Sign and Barrier Maintenance Plan

- 4/18 Inventory
  - Identify sign and barrier needs (types by location)
  - Align signs with trail names
  - Order signs from vendors
- 5/2 Install Signs and Barriers
  - Trail Signs
  - Parking Signs
  - Rock Barriers

Draft - April 2, 2015

## Multi-Use Trail Bridges



*Standards for multi-use trails  
are more demanding – see handout.*

## Bridge Status

- **Good** - (OK but at risk) – Current State – maintenance required
- **Better** – FS standard multi-use bridge (see handout) – middle support with cross planks – maintenance required
- **Best** – Conduit with rock and gravel bed – low maintenance

*Only 1 of more than 10 bridges is in  
compliance with standard.*

Draft - April 2, 2015

## Bridges – Current / Standard

### Bridge with Culvert –

- ~ \$40 a foot and 2240 lbs. to place
- ~ Low maintenance costs

### Wood Rail Bridge –

- ~ Need take off for new (each bridge)
- ~ High maintenance costs

### Non-rail Bridge –

- ~ Need take off for new (each bridge)
- ~ High maintenance costs

*Optimize initial and ongoing maintenance costs. – Any consideration for aesthetics?*

Draft - April 2, 2015

## Bridge Maintenance Plan

- 4/25 Inventory
  - Bridge Maintenance Priorities
  - Take off and Cost Estimates
- 5/15 Bridge Maintenance and Rebuild Plans
  - Order materials
- 5/30 Train Volunteer Leaders
  - Align task with work crew groups
- 6/6 Bridge Maintenance Work Groups
- 6/8 Evaluation and Review

Draft - April 2, 2015

## Trail Maintenance and Design



Bad



Good

Current  
Standard  
Photo

Standard

*Water should run off, not down trail;  
"U" shaped trails require maintenance.*

## Trail Maintenance Plan

- 4/25 Inventory
  - Trail Maintenance Priorities
- 5/23 Trail Maintenance and Reroute Priorities
  - Trail Maintenance Areas
  - Trail Reroutes
- 5/30 Train Volunteer Leaders
  - Align task with work crew groups
- 6/6 Trail Maintenance Work Groups
- 6/8 Evaluation and Review

Draft - April 2, 2015

## Noxious Weed Control



Thistle



Hounds Tooth

*FS recommends that these weeds be Eliminated (especially in burn areas).*

Draft - April 2, 2015

## Noxious Weed Elimination Plan

- 4/25 Inventory
  - Priority areas / Estimated Manhours
- 5/23 Map out “weed sweep” routes
- 5/30 Train Volunteer Leaders
  - Align sweep areas with work crew groups
- 6/6 Weed Sweep - Work Groups
- 6/8 Evaluation and Review

Draft - April 2, 2015

## Bowery Improvements

Current  
Bowery  
Photo



*Remove current structure and waste.  
Rebuild fire pit with concrete slab and built in  
bench area.*

Draft - April 3, 2015

## Bowery Improvement Plan

- 4/18 Concept Plan
  - Cost estimate
- 4/? City Approval
- 5/23 Volunteer Requirements Specified
  - Material
  - Labor
- 5/30 Train Volunteer Leaders
  - Align task with work crew groups
- 6/6 Trail Maintenance Work Groups
- 6/8 Evaluation and Review

Draft - April 2, 2015

## Volunteer and Commication Plan

- 200 to 300 Volunteers Wanted
  - June 6, 2015 – National Trails day
    - Meet at designed bulletin boards
  - Designated Representations from each ward/stake
  - Volunteers solicited – signs/city bulletin
  - 20 Work Times
    - Trails, Bridges, Weeds ...
- April 18 – Ward/Stake Rep. Identified
- May 16 – Orientation Training
- May 30 – Implementation Training
- June 6 – Trail Day
- June 8 - Debriefing

Draft - April 2, 2015

## Intregated Work Plan

Draft - April 2, 2015

## Budget Items

- Trail Signs
- Parking Signs
- Rock/Barrier Placement
- Crosswalk Markings
- Trail Maintenance (gravel and soil)
- Bridge Maintenance
- Bridge Rebuild
- Weed Trash Bags

*Budget considerations should consider short and long-term requirements.*

Draft - April 2, 2015

## Action Items

- Adopt recommended standards for ongoing utilization, maintenance, and enhancements
- Move all maintenance and improvement efforts to designated standard
- Expedite signage and traffic control improvements
  - Rock barriers for closed areas
  - Enhanced signage in at risk areas
- Enact plans for June 6, 2015 Trail Day

Draft - April 2, 2015

## Unresolved Issues

- Eagle Scout Projects
- Needs Outside of Lambert Park
- Enforcement
  - Rogue Trails/Improvements
  - Speed (OHVs)
- Connectivity with Other Trails
- Enhancements to Use Policies

Draft - April 2, 2015



**ALPINE CITY PLANNING COMMISSION MEETING at  
Alpine City Hall, 20 North Main, Alpine, Utah  
Mar 17, 2015**

**I. GENERAL BUSINESS**

**A. Welcome and Roll Call:** The meeting was called to order at 7:00pm by Chairman Steve Cosper. The following commission members were present and constituted a quorum.

Chairman: Steve Cosper

Commission Members: Bryce Higbee, Jason Thelin, David Fotheringham, Steve Cosper, Chuck Castleton, Steve Swanson, Judi Pickell

Commission Members Not Present: Jason Thelin, Bryce Higbee

Staff: Jason Bond, Marla Fox, Jed Muhlestein

Others: Lawrence Hilton, Roger Bennett, Erin Darlington

**B. Prayer/Opening Comments:** Steve Swanson

**C. Pledge of Allegiance:** By Invitation

**II. PUBLIC COMMENT**

No Comment

**III. ACTION ITEMS**

**A. River Meadow Senior Living Phase 4 Revised Site Plan – Patterson Construction**

River meadows Senior Living is located at 134 E Red Pine Drive. The Planning Commission and City Council have previously approved the River Meadows Senior Assisted Living Plan which lies within the Senior Housing Overlay Zone. The reason this is coming to the Planning Commission and City Council is to request approval for modification of building pad locations. An exhibit showing the approved vs. revised layout for the building pads will be reviewed. Architectural renderings will also be provided for the Planning Commission to review.

This action item has been tabled and will be presented at a later date.

**B. Dominion Insurance Office Building Site Plan**

The proposed Dominion Insurance office building is located at approximately 341 S Main Street. The office building is proposed to be located on lot B within the approved Planned Commercial Development know as Alpine Olde Towne Centre. The designated building footprint is 3,938 square feet and is located in the Business Commercial zone. Office buildings are a permitted use in the BC zone. The applicant has proposed two alternatives for the building. Option 1 plans show 4 levels (including basement) at a total square footage of 14,117 sf and option 2 shows 3 levels (including basement) at a total square footage of 10,856 sf.

Jason Bond said this building is in an approved planned commercial development. He said there are a few issues that still need to be resolved and direction needs to be given to the applicant because it is in the Gateway Historic. Steve Cosper asked to see where this building would be built on the map and the Planning Commission discussed who owned the other building pads on that property. Jed Muhlestein said a lighting plan is required with a sight plan and this lighting plan has already been approved and built.

Steve Swanson asked if the parking space was shared between the businesses. Jason Bond said there are parking spaces designated for the applicants building pad and four parking spaces are needed for every one thousand square feet for an office building. He said there are twenty one parking spaces designated for this building pad. Jason Bond said there is a twenty four foot setback from Main Street and a twenty foot setback from the back lot line. He said that the applicant has three different building plans that the Planning Commission can look at to help decide which one will fit the best on the pad. Jason Bond said that the applicant will have mixed use in the building and not just use it as office space. Because of this, it makes calculating the parking a little bit more difficult.

1 Lawrence Hilton said as part of the Association Agreement of property, he is allowed to build on this building pad.  
 2 Judi Pickell said the applicant will have to stay and build within the building pad unless the association will allow  
 3 Mr. Lawrence to extend beyond the boundary of the building pad. She said the Planning Commission can't give that  
 4 authority because it is a property issue with the owners.

5  
 6 Mr. Lawrence said he is seeking the same accommodation given to the building on Lot A. He would like to build a  
 7 basement and use it for storage only just as Lot A has done. This way, he is able to use his square footage for the  
 8 two upper levels and still have enough parking for the building. The basement will be used as a security vault to  
 9 store precious metals. The main floor will have a bank type teller window with a dumb waiter going down into the  
 10 vault to move gold and silver currency. The main floor will also have a drive up window around on the north side of  
 11 the building coming to the teller window.

12  
 13 Mr. Lawrence showed a floor plan of his building with offices, a restaurant, and studio apartments, all of which  
 14 would be rented out. He said there would be after hour events in the building which could share the property's  
 15 parking spaces. Steve Swanson asked about future use of the building and wanted to know if these uses needed a  
 16 deed restriction for parking after hours, or other uses of the building such as building a kitchen at a later date. Jason  
 17 Bond said we should talk about the concept of shared parking after hours because it is not specified in our ordinance  
 18 and Mr. Lawrence would have to be given an exception to do it. Mr. Lawrence said he would be happy to receive  
 19 the shared parking through a deed restriction and he said he would like to have the flexibility as long as the parking  
 20 does not exceed what is allowed.

21  
 22 Mr. Lawrence showed on his rendering a porch coming off the second floor which creates a covered area for the  
 23 drive up window. He said it will be a one way drive through and when you come around to the window, there will  
 24 be a transaction teller. Steve Swanson asked about security. Mr. Lawrence said he will build man traps in the vault,  
 25 and have surveillance cameras, he said all the holding would be insured by Lloyd's of London and they will have  
 26 certain requirements for security and they will send out auditors to make sure those requirements are adhered to.

27  
 28 Judi Pickell said new commercial buildings are required to have a Main Street entrance because we are trying to  
 29 create a Main Street feel. She said she understands this building is unique because the building pad has already been  
 30 designated and planned out on the property and the building pad is defined. She asked if there was any way to put a  
 31 front on Main Street.

32  
 33 Mr. Lawrence showed a rendering of what he would like his building to look like. He said he has incorporated an  
 34 arched doorway and cornerstones to match City Hall, but would like a French Provincial look to give his building  
 35 some character and distinction. He said the brick would match the other two buildings already on the property.

36  
 37 Judi Pickell said she would like to see a Main Street entrance that had a big feel and not just a small door on the side  
 38 of the building. Mr. Lawrence said he would take a look at moving some offices around and see if that works, but he  
 39 has to consider moving the drive up window and the upper deck to extend to the corner of the building. He said he  
 40 could explore the idea of removing a window and putting in a door instead. Judi Pickell said she likes the idea of a  
 41 restaurant and people at outdoor tables on Main Street. Mr. Lawrence said he wants to contribute to Alpine and  
 42 provide something really nice. He said he wouldn't mind his building becoming a gathering place and thought it  
 43 would be a real positive.

44  
 45 Steve Cospier said he appreciated the work that Mr. Lawrence put into his renderings and presentation. He said he is  
 46 not crazy about the man served roof but said it may grow on him. The Planning Commission discussed the style of  
 47 the building and said they want to get away from eclectic looking buildings. They expressed having continuity in the  
 48 City and said they would like to see the buildings have a historic, pioneer feel.

49  
 50 Judi Pickell said the Planning Commission is hoping to improve upon new commercial building so that they have a  
 51 more Western feel and not a European feel. She understands that Mr. Lawrence wants a building with French flare  
 52 but hope that he can create a building with touches of French but still have continuity with other buildings in Alpine.  
 53 Steve Swanson said the man serve roof is what makes this building so different from all the others and he said it  
 54 really stands out because it's so structurally foreign. Judi Pickell said we have a couple of new buildings in Alpine  
 55 that are beautiful buildings, but they just don't have the look and feel we want. She said the Planning Commission  
 56 doesn't want another building to be built that doesn't fit in as well. Mr. Lawrence said he doesn't want to build a

1 bland building that looks like the other two that are already there. Steve Cospers said the Planning Commission is  
2 not asking Mr. Lawrence to start over, he said the plan just needs some tweaking.  
3

#### 4 **V. COMMUNICATIONS**

5 Chuck Castleton tendered his resignation on the Planning Commission because he has sold his home and is moving  
6 out of the area. The Planning Commission expressed their gratitude to him for all of his service and wished him  
7 well.  
8

9 Steve Cospers said on March 24 after City Council from 8:00 to 9:30 there will be a work meeting to discuss the  
10 annexation proposal. He said the policy and maps will be reviewed. Jason Bond said the public will be allowed to  
11 attend but will not be able to make comments.  
12

13 Steve Swanson asked about the retaining walls. Jed Muhlestein said he has contacted the Geotechnical Engineer  
14 that wrote Draper's ordinance and asked him what it would cost to go through that again and give us comments and  
15 feedback on it. He said he's still waiting to hear back on an actual cost. The gentleman he spoke with said their  
16 ordinance needs to be updated. Jed Muhlestein said there would only be a couple of paragraphs in the ordinance that  
17 would need to be changed such as the heights. Most of the pages have to do with typical things that would be  
18 required when a retaining wall plan is submitted. He said we could start working on the ordinance and have this  
19 gentleman work on the technical side of it.  
20

21 Judi Pickell asked how many more subdivisions would be effected by this ordinance. Jed Muhlestein said it would  
22 apply to everyone across the board even someone remodeling would have to abide by the new code. He said this  
23 would affect Heritage Hills, North Point, Eagle Point, and Three Falls. Judi Pickell said it would affect any hillside  
24 properties annexed into the city.  
25

#### 26 **VI. APPROVAL OF PLANNING COMMISSION MINUTES OF: Mar 03, 2015**

27

28 **MOTION:** Chuck Castleton moved to approve the Planning Commission Minutes for Mar 03, 2015 subject to  
29 changes.  
30

31 David Fotheringham seconded the motion. The motion passed unanimously with 5 Ayes and 0 Nays. Steve Cospers,  
32 David Fotheringham, Chuck Castleton, Steve Swanson and Judi Pickell all voted Aye.  
33

34 Jason Thelin stated that the Planning Commission had covered all of the items on the agenda and adjourned the  
35 meeting at 8:05pm.