



PLANNING COMMISSION AGENDA
Thursday, September 26, 2013
Morgan County Council Room
6:30 PM

PUBLIC NOTICE is hereby given that the Morgan County Planning Commission will meet at the above time and date at the Morgan County Courthouse, Council Chambers, 48 West Young St, Morgan, Utah. The agenda is as follows:

1. Call to order – prayer
2. Approval of agenda
3. Declaration of conflicts of interest
4. Public Comment

Administrative Items

5. Rollins Ranch 4a Final Subdivision – a 12 lot subdivision proposed in the Rollins Ranch Development in the Mountain Green area.
6. Rollins Ranch 4b Final Subdivision – an 18 lot subdivision proposed in the Rollins Ranch Development in the Mountain Green area.
7. Rollins Ranch 5 Final Subdivision – a 10 lot subdivision proposed in the Rollins Ranch Development in the Mountain Green area.
8. Rollins Ranch 6 Final Subdivision – a 10 lot subdivision proposed in the Rollins Ranch Development in the Mountain Green area.
9. Staff Report
10. Approval of minutes from September 12, 2013
11. Adjourn

Morgan County, in compliance with the Americans with Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations should call Keryl Squires at 801-845-4015, giving at least 24 hours notice prior to the meeting. A packet containing supporting materials is available for public review prior to the meeting at the Planning and Development Services Dept. and will also be provided at the meeting. Note: Effort will be made to follow the agenda as outlined, but agenda items may be discussed out of order as circumstances may require. If you are interested in a particular agenda item, attendance is suggested from the beginning of meeting.



48 West Young Street
Morgan, UT 84050
(801) 845-4015

STAFF REPORT
September 16, 2013

To: Morgan County Planning Commission
Business Date: September 26, 2013

Prepared By: Charles Ewert, Planning Director

Re: **Final Plat Approval of the Rollins Ranch Phase 4b Subdivision**

Application No.: 13.093
Applicant: Rollins Ranch, L.L.C.
Project Location: Approximately 5000 West and 6000 North, on the western side of the Rollins Ranch Development
Zoning: R1-20 Zone
Acreage: Approximately 5.794 acres (Approximately 252,391 ft²)
Request: Final plat approval of Phase 4b of Rollins Ranch; a 12 lot subdivision in the Rollins Ranch Development

SUMMARY

This application is the final phase of the “Hidden Valley Neighborhood¹,” an area in the Rollins Ranch Development that comprises all of the original phases 1-4. Proposals for development in Rollins Ranch are highly regulated, with requirements of a development agreement and County subdivision ordinances guiding the County’s review.

The proposal includes 12 lots and one open space parcel. Each lot is provided access and frontage from new proposed streets. The lots and streets are in general compliance with the Rollins Ranch Concept Plan. Staff have provided an in-depth review of the proposal and are recommending approval contingent on the conditions provided herein². The Planning Commission will want to pay specific attention to the applicants request for bonding methods, as it is unique to that typically administered in Morgan County.

BACKGROUND

The Rollins Ranch Development is a master planned community that received certain development rights

¹ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein

² As of the writing of this report the applicant has been unable to provide all information requested from staff. Considering the Planning Commission’s recent request that no final application be forwarded with conditions intended to compensate for incomplete staff review, Staff advised the applicant that the project was not ready for Planning Commission review. However, the applicant submitted a written request for the review (Exhibit G of this report) anyway. Under State law requirements the applicant has a right to the review. The incomplete items are fairly ministerial, and if the Planning Commission can make a positive recommendation with the proposed conditions Staff can effectively monitor the execution of a more complete final plat.

in 2006. At that time a development agreement was negotiated with the County. That agreement has been amended twice since³, including the minor modifications of the overall concept plan⁴ that specifically provided for the reconfiguration of lots as provided in this proposal.

The developer received conditional approval from the County Council for preliminary plat on August 20, 2013⁵. With the conditions listed herein it appears that the proposal meets the terms of that approval.

ANALYSIS

General Plan and Zoning. Pursuant to the Future Land Use Map of the area⁶ the future land use designation is Village Low-Density Residential. The Village Low Density Residential designation provides for a lifestyle with planned single family residential communities, which include open space, recreation and cultural opportunities, including schools, churches and neighborhood facilities located in established village areas (formerly area plan boundaries) or master planned communities. The residential density is a maximum of 2 units per acre⁷.

It can be observed that the Concept Plan⁸ of the Rollins Ranch Development Agreement meets this purpose. It can also be observed that the proposed subdivisions generally follow the approved Concept Plan.

The property has approximately 5.794 acres in the R1-20 zone⁹. The purposes of the R1-20 zone is “to provide areas for very low density, single-family residential neighborhoods of spacious and uncrowded character¹⁰.”

The County determined at the time the Rollins Ranch Development Agreement was approved that it met the intent of this purpose.

Subdivision Layout. The proposed subdivision¹¹ is on the western most side of the Rollins Ranch Development. It consists of a total of 12 lots, with new proposed streets. The property is surrounded on the west and north with generally undeveloped land. The Parson Gravel pit is on the west, and there are rural agricultural lands to the north with minimal residential uses. To the east and south is the first three platted phases of the Rollins Ranch Development, as well as the residential uses in the Paul Warner Subdivision. The subdivision layout has not changed since preliminary approval.

Roads and Access. The subdivisions are proposed to be accessed by a single point of entry off of Old Highway Road via Rollins Road. Under today’s ordinances this type of terminal street system would not be allowed, however, because the developer is vested in the configuration of the concept plan and former laws, as specifically addressed in the Rollins Ranch Development Agreement¹², it can be interpreted that the proposed access is allowed for the Rollins Ranch subdivisions.

Each lot has frontage as graphically depicted in the proposal. Even though the required amount of lot width and frontage is not specifically addressed in the Rollins Ranch Development Agreement, it can be

³ Amendment #1: Nov, 2011; Amendment #2: Feb, 2013

⁴ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein

⁵ See the August 20, 2013 County Council minutes for the official motion for approval.

⁶ See Exhibit B of this report for the Future Land Use Map of the area.

⁷ Morgan County 2010 General Plan, Pg. 12.

⁸ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

⁹ See Exhibit B of this report for the Zoning Map of the area.

¹⁰ MCC 8-5B-1(A).

¹¹ See Exhibit C of this report for the current Final Plat proposal.

¹² See Rollins Ranch Development Agreement §3

observed from the configuration of the concept plan that the typical width and frontage of the 2006 PRUD ordinance¹³ is not applicable to this Subdivision, but rather that some unquantified alternative is. The 2006 PRUD ordinance required lots within a PRUD subdivision to have a minimum frontage of 100 ft. Thus, it can be interpreted that the concept plan is intended to act as an adopted alternative. Further, such flexibility can be found supported by MCC8-5B-6¹⁴ “Frontage Regulations,” wherein the frontage requirement of a typical lot within the R1-20 zone is 50 ft:

8-5B-6: FRONTAGE REGULATIONS:

| | Districts | | | | |
|---|-----------|-------|------|------|-------|
| | R1-20 | R1-12 | R1-8 | RM-7 | RM-15 |
| The minimum width of any lot at the street right of way line in feet in the districts regulated by this article, except as allowed for utility uses and governmentally operated essential service facilities in section <u>8-6-18</u> of this title, shall be | 50 | 45 | 40 | 45 | 45 |

It appears, upon closer examination of other existing phases, that this interpretation was used for the platting of other lots¹⁵.

All proposed lots in phase 4b meet at least this 50 foot frontage requirement, with the smallest proposed frontage being lot #427 at 82.97 ft. As for lot width, it may be determined that because the proposal follows the general configuration of the concept plan that the approved lot width is intended to do so (generally) as well.

Open Space and Parks. There is one open space parcel that is approximately 0.229 acres in size. It houses what the development agreement calls a “View Park.” The development agreement does not specify what this amenity is. A more full analysis of the open space provided in the proposal may be found in the preliminary plat Planning Commission Staff Report dated July 24, 2013. The final plat proposal complies with the preliminary approval. Open space is to be maintained by the HOA.

CC&R’s. The Rollins Ranch development is required to have covenants, contracts, and restrictions (CC&R’s) recorded against all resulting properties¹⁶. The creation, review, and administration of the CC&R’s are not within the purview of the County, but ensuring that the developer follows through with recording them is. Staff recommend a condition of approval to this point.

Grading and Land Disturbance. The proposal includes very limited grading; the developer intends to install streets at existing grade. Lot grading is not necessary to provide building envelopes on each lot, and a note has been placed on the plat that any necessary grading for building permits will be the responsibility of the lot owner. Future grading that changes a grade by more than five vertical feet or 1,000 cubic yards will be required to first obtain a grading permit.

¹³ LUMC §16-20-030 (adopted as ordinance #CO-06-15 on Aug. 1, 2006, and recorded on Sep. 7, 2006).

¹⁴ See also LUMC §16-11-060.

¹⁵ See lots 306-310 and all lots on the circumference of cul-de-sacs in Rollins Ranch Phase III. Phases I and II were not studied for this specific purpose.

¹⁶ See Rollins Ranch Development Agreement §2.3 and Exhibit E of that Agreement.

The construction drawings indicate minimal temporary grading necessary to provide temporary drainage swells for SWPPP controls during construction.

Geologic and Geotechnical Evaluations. Geologic units have been identified for the site, and no known hazardous units exist within the building envelopes of any lots or within any proposed street areas. There is a sliver of Norwood Tuff (Tn) on the rear of lot 423, none of which enters the proposed building envelopes.

A geotechnical report was conducted by AGEC¹⁷. The report did not find negative soils conditions that should require additional consideration in this review, sufficed to say that building activities on the site should be reviewed against the considerations therein.

Water Source. The applicant is proposing culinary water from the Cottonwood Mutual Water Company. That company has provided an updated will serve letter to satisfy the requirements of the subdivision code¹⁸ that there is sufficient wet and paper water to serve the subdivision.

Secondary water will be provided by the Mountain Green Secondary Water Company. A will serve letter has been submitted that gives evidence that sufficient secondary water is available to serve the subdivision.

Fire Protection. The development should comply with the International Fire Code and the 2006 Wildland Urban Interface Code¹⁹. Fire controls are administered by the Mountain Green Fire Protection District Chief.

Fire egress was a subject of concern during the preliminary plat approval, as evidenced in the conditions of approval. The applicant has obtained written verification from the Chief Stone indicating that accessibility does not pose a problem given existing laws²⁰. He has reaffirmed his original approval of the proposal.

Sewer System. Sewage will be provided by the Mountain Green Sewer Improvement District. They have provided a conditional will serve letter for the proposal. The applicant should adhere to the sewer districts requirements for approval. Unless otherwise required by County laws, the County should not condition approval on the specific requirements of the district lest those requirements change and it be construed that the County is enforcing inapplicable requirements, but the County should condition approval on the general premise that the District's needs are met.

Storm Water. Storm water plans have been received, and the County Engineer has indicated that the existing Rollins Ranch detention basin has sufficient capacity to accommodate all of the currently proposed phases 4-6. However it should be noted that the detention basin is undersized to also accommodate the future phases 7-8 once they develop. Additional drainage detention facilities will need to be addressed by that owner at that time.

Utilities. The County has received will serve letters from Rocky Mountain Power, Questar Gas, Mountain Green Sewer Improvement District, and Cottonwood Mutual Water Company. The construction drawings indicate that they will be extended to each lot. Street lights are also being proposed, in compliance with

¹⁷ Report conducted by AGEC dated November 15, 2005.

¹⁸ See MCC §8-12-46

¹⁹ The project is not exempt from the requirements of the 2006 Urban Wildland Interface Code, as can be seen on Exhibit E of this report.

²⁰ See Exhibit D for the Fire Chief's email.

the requirements of Exhibit L-1 of the development agreement. The design of the streetlights should adhere to the standards therein. Operations and maintenance of the streetlights is the responsibility of the HOA.

Bonding. The project is vested in the laws that existed at the time of the development agreement. One such law is the requirement to bond for infrastructure improvements. The Land Use Management Code²¹ of 2006 indicates that there are three types of “sureties” allowed: a “bond”, an escrow, and cash. Current law allows cash only. The bond must be in effect prior to plat recording. Its purpose is to act as a financial guarantee if the developer fails to accomplish the improvements that were required.

State law allows the County to collect up to 110% of the total cost of the development; 100% being held until improvements have been completed, then the remaining 10% held for a one year warranty for materials and workmanship. Considering the difficulties that the County has had in the recent past verifying and administering surety bonds and letters of credit in multiple subdivisions, both the County Engineer and the Zoning Administrator are recommending requiring a cash only bond, as provided for in the recommended conditions herein.

The applicant has proposed an alternative to bonding²². Rather than submitting the 110% bond they want the County to allow them to commence construction prior to plat recording, and use the recordation of the plat as the necessary motivation for the improvements to be completed correctly and timely. To do this they have offered the County a subdivision completion agreement. When the improvements have been installed to the County’s satisfaction, they then offer to submit a 10% bond to warranty the subdivision from defects in materials and workmanship in exchange for the plat being recorded. With this method, no lots will be allowed to be sold until *after* all improvements have been installed and the plat is recorded. This method of security has been used in a few other jurisdictions²³, but rarely in Morgan County in the recent past. It is not specifically discussed in the 2006 subdivision ordinance²⁴, but is not permitted in today’s ordinances.

If the Planning Commission can find that this alternative is superior to a cash bond, then they should consider amending the recommended conditions seven and eight herein.

REVIEWS

Planning and Development Services Review. The Morgan County Planning and Development Service Department has completed their review of the subdivision application and has issued a recommendation for approval of the Rollins Ranch Final Plat for Phase 4b, applications #13.093, with the following comments:

1. The proposal complies with the Morgan County 2010 General Plan.
2. The proposal complies with zoning regulation requirements.

²¹ See LUMC §16-18-23.

²² See Exhibit F.

²³ The Wasatch County Planning Director and the Weber County Engineer have both confirmed that this method of securing subdivision improvements is not frowned upon in their jurisdictions because regardless of whether the improvements are installed to the satisfaction of the County, no improvements will become public, no lots will be sold, and no building permits will be approved until *after* the plat is recorded. If the developer still fails to complete the improvements then the harm done is on private unsubdivided property, which includes potential drainage and erosion control issues, unsightly conditions, and the inability to collect higher tax revenue out of what would otherwise be subdivision lots.

²⁴ It is possible that it was not specifically addressed in the 2006 ordinances because of the way that UCA §17-27a-604.5 is crafted to also enable this method of improvements security.

3. The proposal generally complies with the 2006 subdivision regulations.
4. The proposal generally complies with the Rollins Ranch Development Agreement.
5. The proposal appears to comply with the preliminary plat approval.
6. Adequate bonding should be in place prior to plat recording. Plat recording should occur prior to commencement of construction of improvements.

Engineering Review Comments. We have reviewed the latest version of Rollins Ranch Phase 4B drawings and compared the changes with the requests on our August 1, 2013 memo. It appears that all changes have been made in accordance with the recommendations.

We recommend an Engineer's Estimate of improvement costs be submitted to our office for review. Once approved, this estimate will serve as the basis of the improvement guarantee. Once final approval is granted, plan sets (on mylars) are ready, and the guarantee in place, we can schedule a pre-construction meeting for this project.

County Surveyor Comments. There are a few minor corrections to the plat that need to be addressed prior to plat recording. The applicant has been made aware of the necessary changes. Condition #2 is intended to provide for this. Additionally, there are several items in the title report that have not been more fully explained. The applicant should address each prior to final plat recording.

Fire Chief Comments. The District Fire Chief recommends that a fire hydrant is placed at the corner of lot 428 to provide adequate distance between other proposed hydrants. He indicates that the egress complies with IFC requirements.

County Attorney. The County Attorney has been provided copies of the submitted subdivision and has not indicated any concerns.

STAFF RECOMMENDATION

Staff recommends approval of the Rollins Ranch Final Plat for Phase 4b, applications #13.093 and, subject to the following conditions:

1. That all outsourced consultant services fees are paid in full prior to final plat recordation and/or the commencement of any construction.
2. That any minor administrative edits are provided to the satisfaction of respective reviewers.
3. That GIS shapefile information is submitted to the GIS division of the Planning and Development Services Department of the new parcel data at or prior to plat recordation.
4. That, pursuant to MCC §8-12-32(N), the developer shall submit the name, proposed/existing articles of incorporation, and bylaws of the owner or organization empowered to own, maintain, and pay taxes on common area for recording with the final plat.
5. That, if the date of recording exceeds 30 days from the date on the current title report, then an updated title report shall be required to be submitted with the final mylar.
6. That all items in the title report are more fully explained, provided for, or eliminated to the satisfaction of the County Surveyor prior to final plat recordation and/or the commencement of any construction.
7. That prior to final plat recordation and/or the commencement of any construction a signed and notarize acknowledgement from Browning Arms is submitted that acknowledges that §2.10 of the Rollins Ranch Development Agreement has be satisfied in a manner that meets their needs.
8. That a signed and notarized Cash Escrow Public Improvements Agreement shall be executed in a manner as approved by the County Attorney prior to final plat recording. The cash escrow shall cover 110% of the cost of proposed improvements, as verified by the County Engineer.

9. That no construction shall commence prior to execution of the improvements agreement and recordation of the plat.
10. That inasmuch as the Mountain Green Sewer Improvement District, Questar Gas, and Rocky Mountain Power have all given conditional will serve letters for the proposal, approval of the Final Plat is conditioned on the fulfillment of the various requirements of those entities. Failure to comply may result in voidance of Final Plat approval.
11. That streetlight standards shall comply with Exhibit L-1 of the Rollins Ranch Development Agreement. Operation and maintenance of the streetlights shall be the responsibility of the HOA.
12. That removal of concrete refuse and debris on the property shall occur.
13. That noncompliance with the conditions herein may result in voidance of final plat approval, and may also result in the inability to record the final mylar and/or receive building permits.
14. That all other local, state, and federal laws are upheld.

This recommendation is based on the following findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with zoning requirements.
4. The proposal generally complies with the 2006 subdivision regulations.
5. The proposal generally complies with the Rollins Ranch Development Agreement.
6. The proposal complies with the conditions of approval for the preliminary plat.
7. The proposed open space satisfies the requirements of the vested laws for the Rollins Ranch Development, and generally satisfies conceptual principles of opens space provisions as required by the Rollins Ranch Development Agreement, and as drawn on the concept plan in that agreement.
8. The developer has provided evidence that the Cottonwood Mutual Water Company can provide adequate culinary water services to the subdivision, as indicated in the August 19, 2013 letter from Cottonwood Mutual Water Company.
9. The developer has provided evidence that the Mountain Green Secondary Water Company can provide adequate secondary water services to the subdivision, as indicated in the August 13, 2013 letter from Mountain Green Secondary Water Company.
10. That the proposal is not harmful to the health, safety, or welfare of the public.

MODEL MOTION

Sample Motion for a *Positive* Recommendation – “I move we forward a positive recommendation to the County Council of the Rollins Ranch Final Plat for Phase 4b, applications #13.093 subject to the findings and conditions listed in the September 16, 2013 staff report, and as modified by the conditions and findings below:”

1. List any additional findings and conditions...

Sample Motion for a *Negative* Recommendation – “I move we forward a negative recommendation to the County Council of the Rollins Ranch Final Plat for Phase 4b, applications #13.093 subject to the following conditions:

1. List any additional findings...

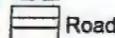
SUPPORTING INFORMATION

- Exhibit A: Rollins Ranch Concept Plan
- Exhibit B: Future Land Use and Zoning Maps
- Exhibit C: Final Plat Proposal
- Exhibit D: Email from Mountain Green Fire Protection District Chief
- Exhibit E: Wildland Urban Interface Map
- Exhibit F: Alternative Bonding Request from Gardner Development
- Exhibit G: Applicants request for Planning Commission review without certain final details

EXHIBIT B-1

Site Plan

LEGEND

-  RR-1
-  R1-20
-  Open Space
-  Native Open Space
-  Neighborhood Park
-  View Park
-  Roads
-  View Shed
-  Project Limits

February 11, 2013

R1-20 1/2 Acre Basis (Phase 1,2,3 & 4)

| | Acres | |
|------------|-------|-------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |

Useable Open Space 16

| | |
|------------------|--------------------|
| Number of Lots | 147 |
| Average Lot Size | 13,772 square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|------------|--------|-------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |

Useable Open Space 45

| | |
|------------------|--------------------|
| Number of Lots | 121 |
| Average Lot Size | 48,162 square feet |

RR1 & R1-20 Combined

| | Acres | |
|------------|---------|-------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |

Useable Open Space 81

| | |
|------------------|--------------------|
| Number of Lots | 268 |
| Average Lot Size | 29,967 square feet |

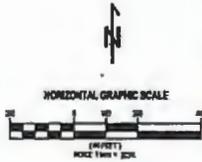
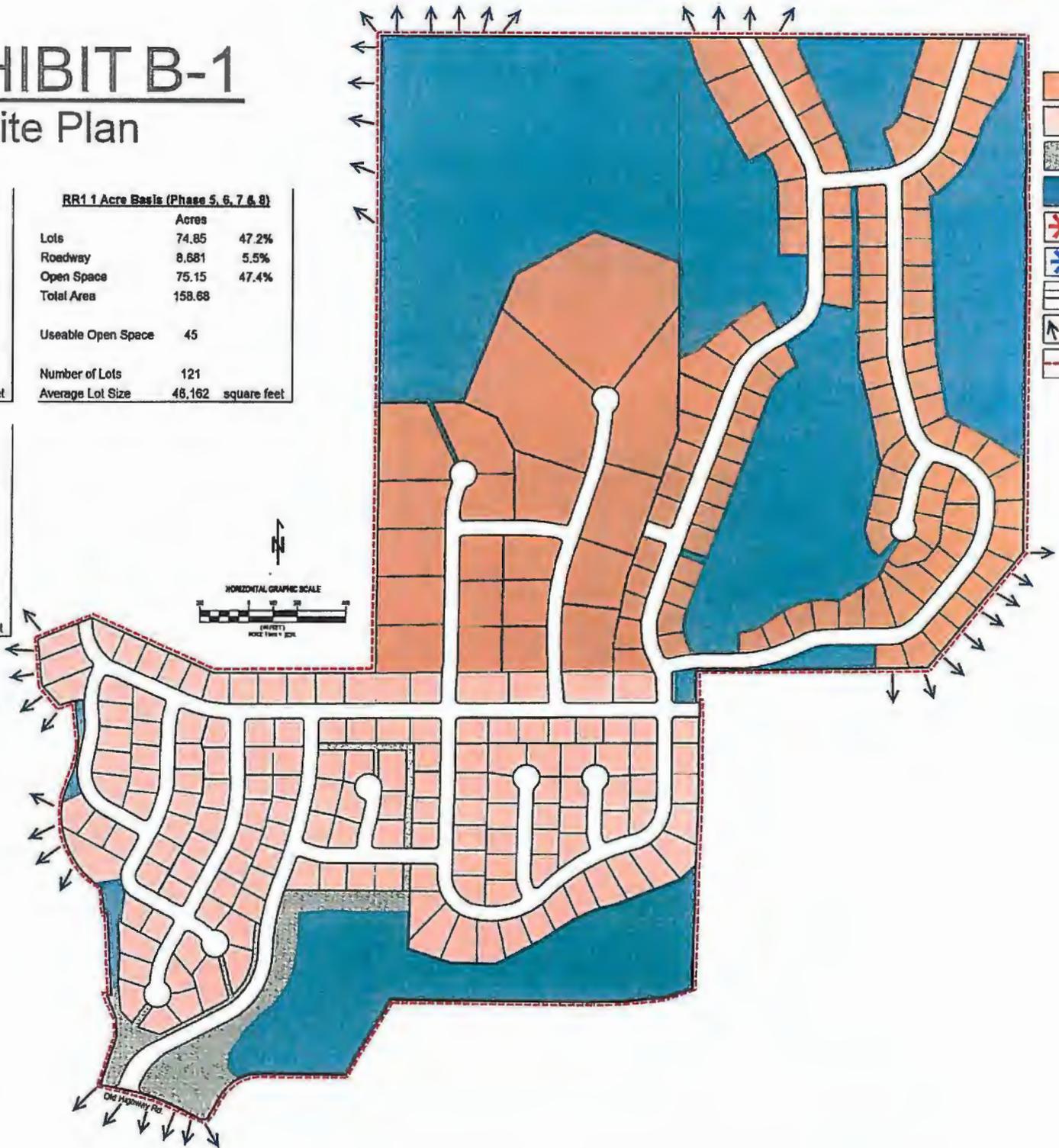
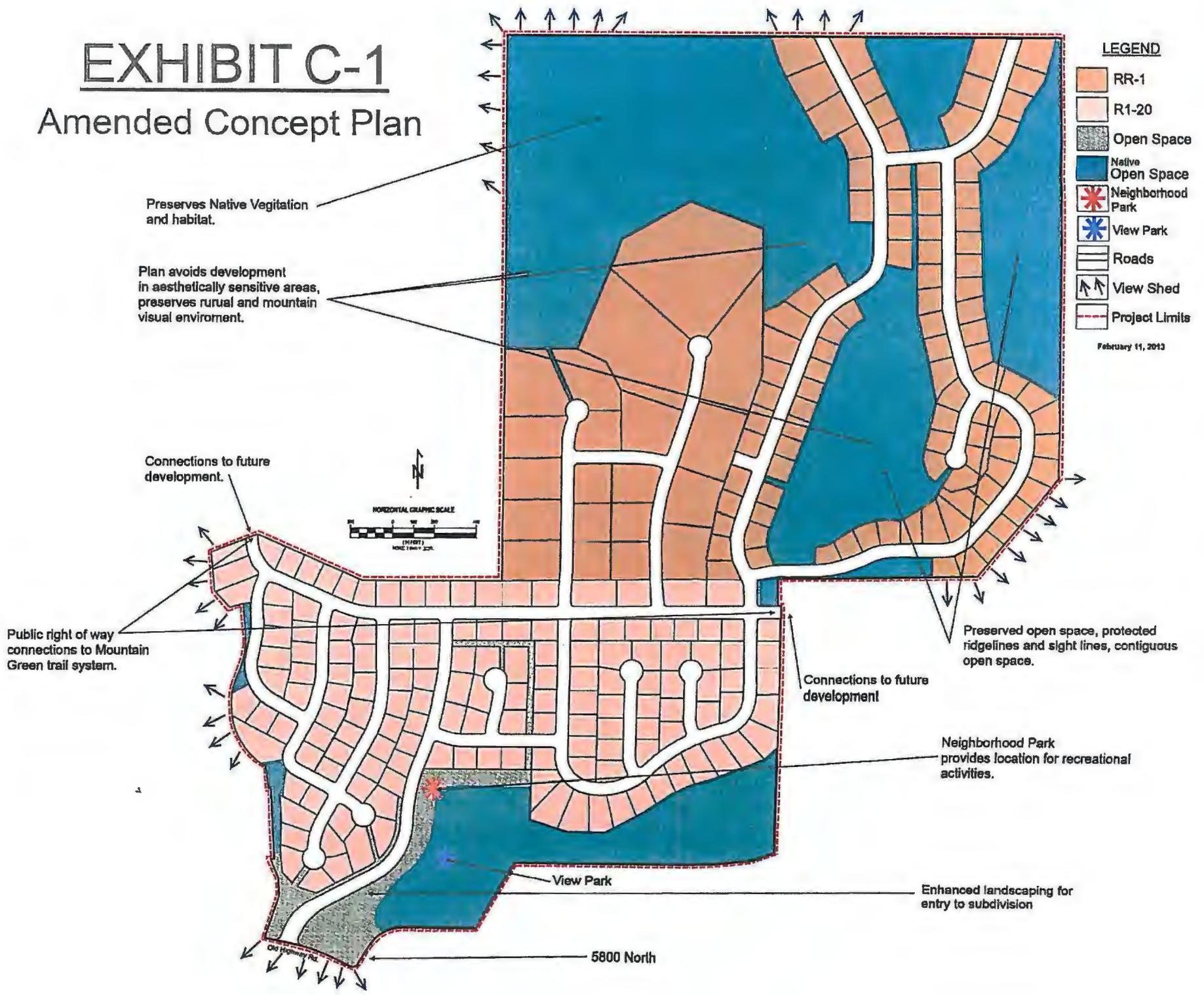


EXHIBIT C-1

Amended Concept Plan



February 11, 2013

Ent 128494 BK 0304 Pg 0647

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT D-1

Approved Use

RR1-20 1/2 Acre Basis (Phase 1, 2, 3 & 4)

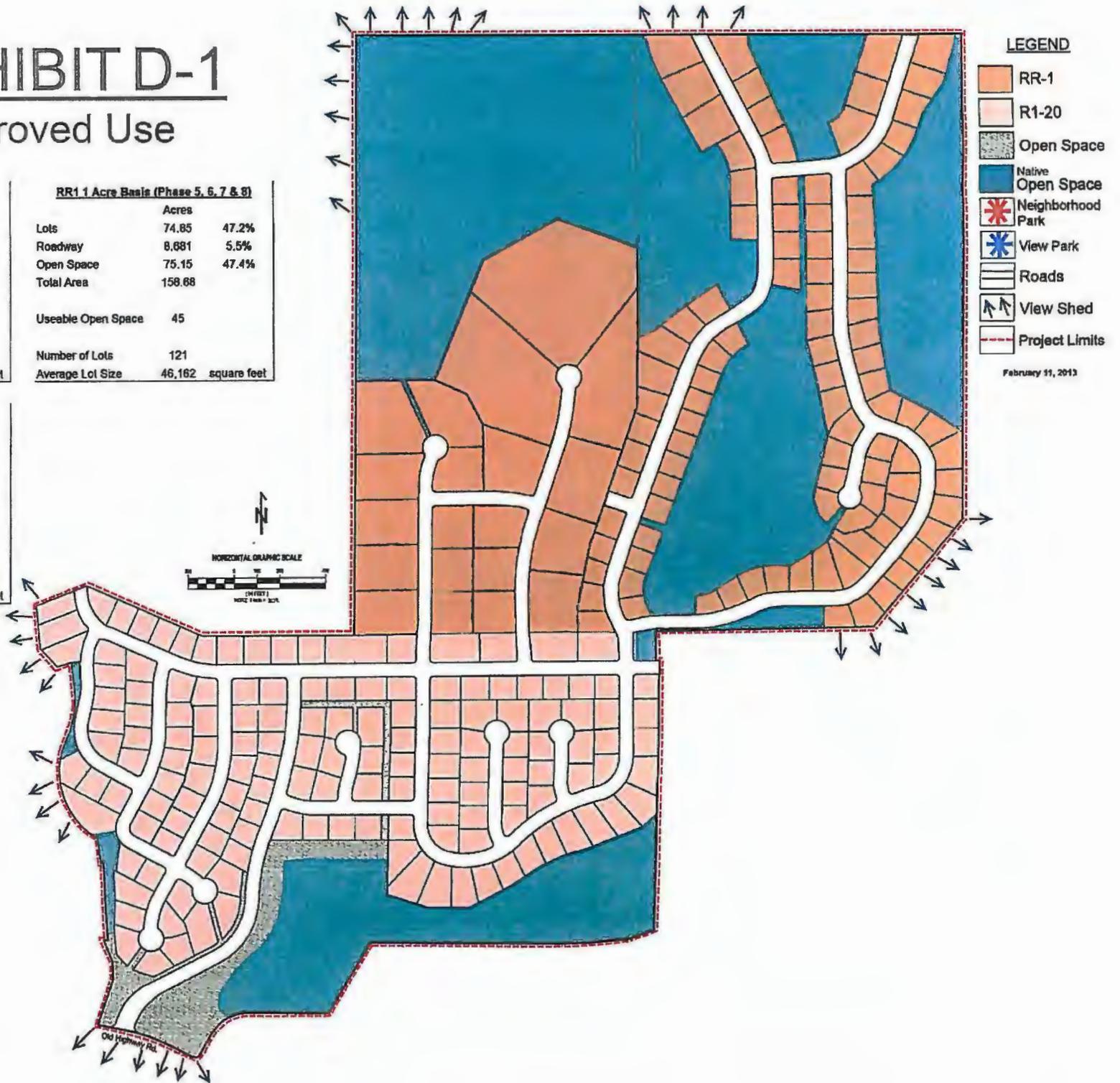
| | Acres | |
|--------------------|--------|-------------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |
| Useable Open Space | 16 | |
| Number of Lots | 147 | |
| Average Lot Size | 13,772 | square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|--------------------|--------|-------------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |
| Useable Open Space | 45 | |
| Number of Lots | 121 | |
| Average Lot Size | 46,162 | square feet |

RR1 & R1-20 Combined

| | Acres | |
|--------------------|---------|-------------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |
| Useable Open Space | 61 | |
| Number of Lots | 268 | |
| Average Lot Size | 29,967 | square feet |

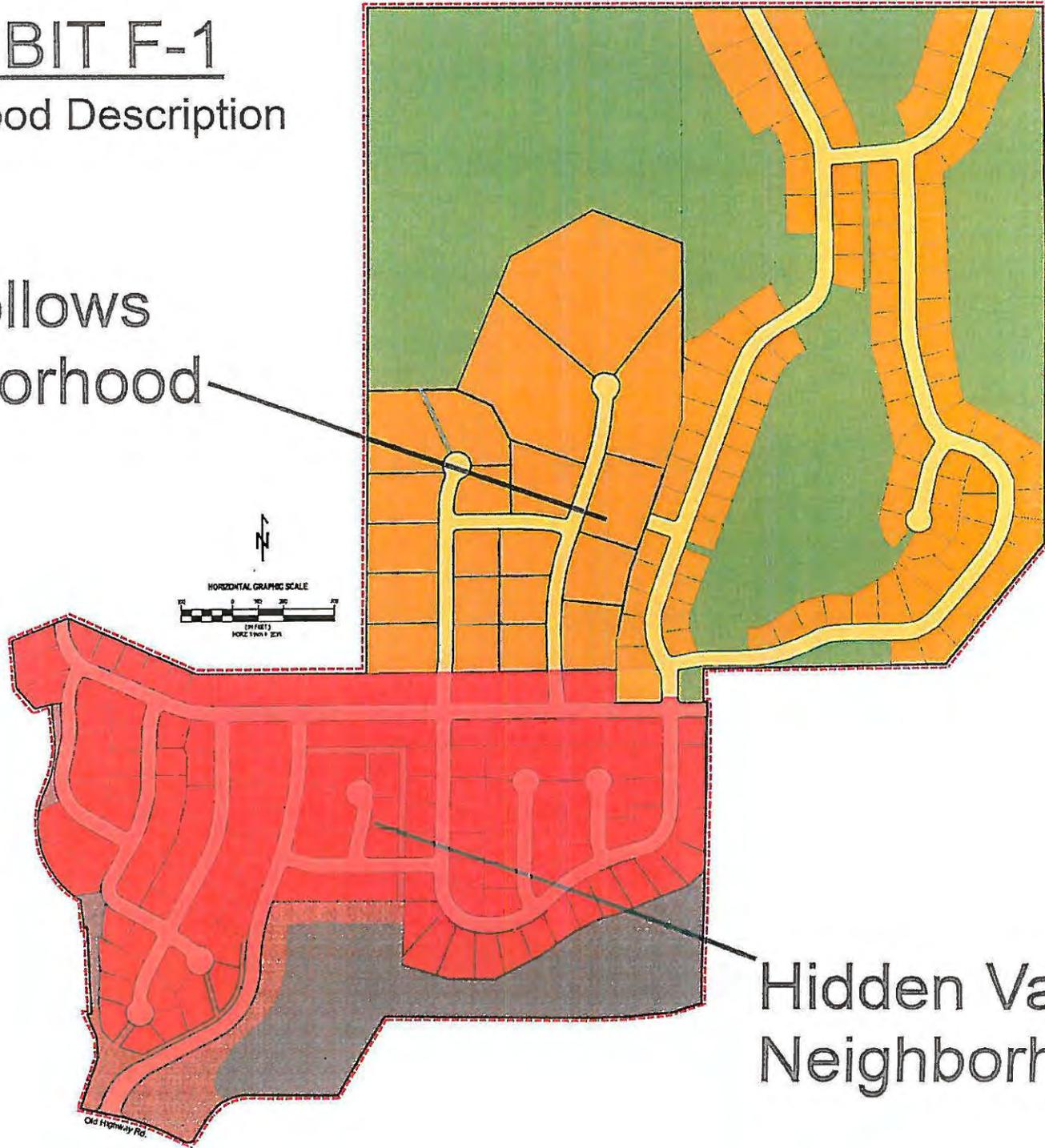


Ent 128494 BK 0304 Pg 0648

EXHIBIT F-1

Neighborhood Description

The Hollows
Neighborhood



LEGEND

| | |
|--|-------------------|
| | RR-1 |
| | R1-20 |
| | Open Space |
| | Native Open Space |
| | Neighborhood Park |
| | View Park |
| | Roads |
| | View Shed |
| | Project Limits |

February 11, 2013

EXHIBIT G-1

Open Space

Open Space

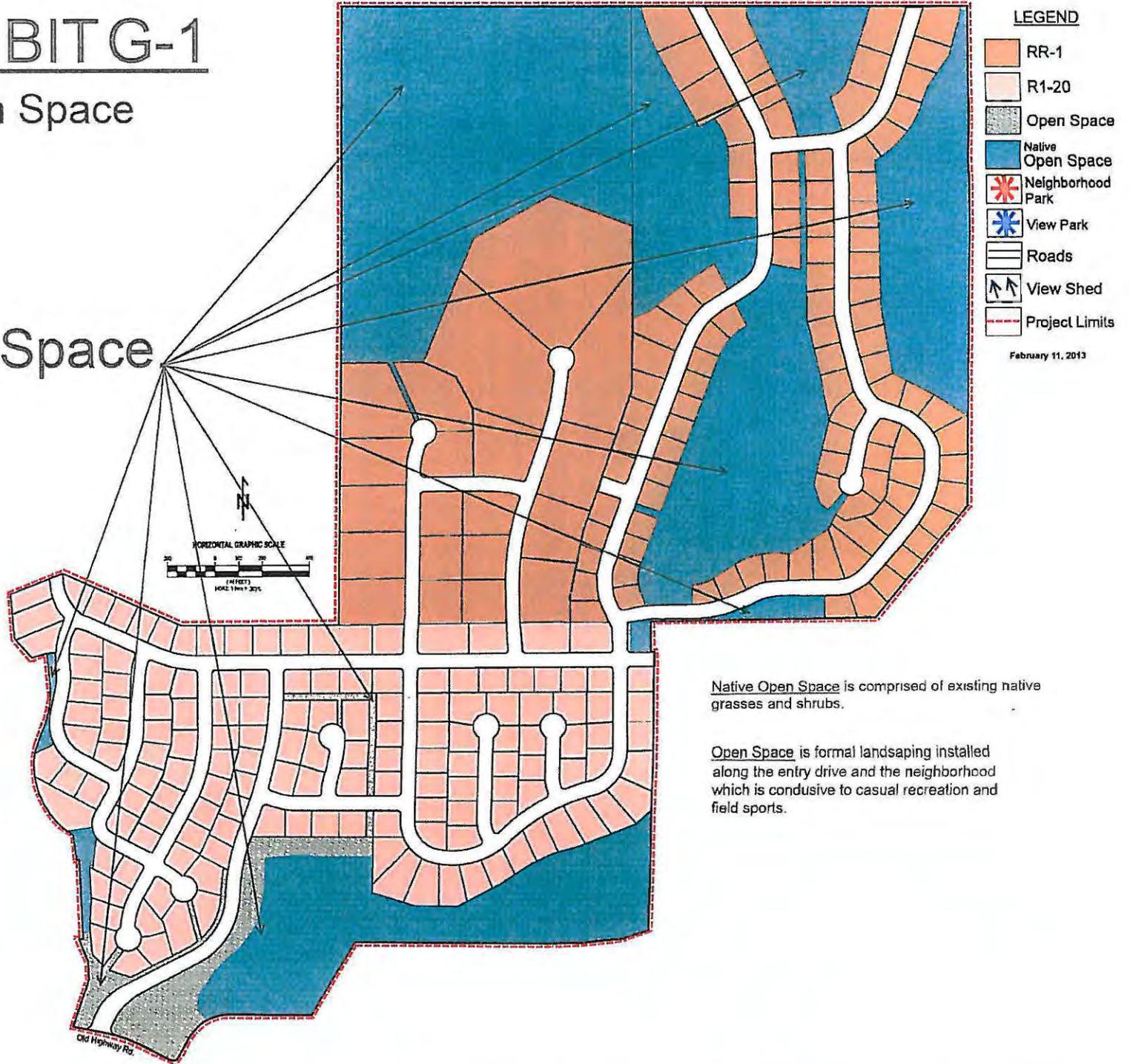


EXHIBIT H-1

Parks

Neighborhood Park

View Parks



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

Neighborhood Park: Grass area conducive to casual recreation and field sports.

View Park: destination park with boulder to sit on and enjoy the view to the west.

Ent 128494 Bk 0304 Pg 0651

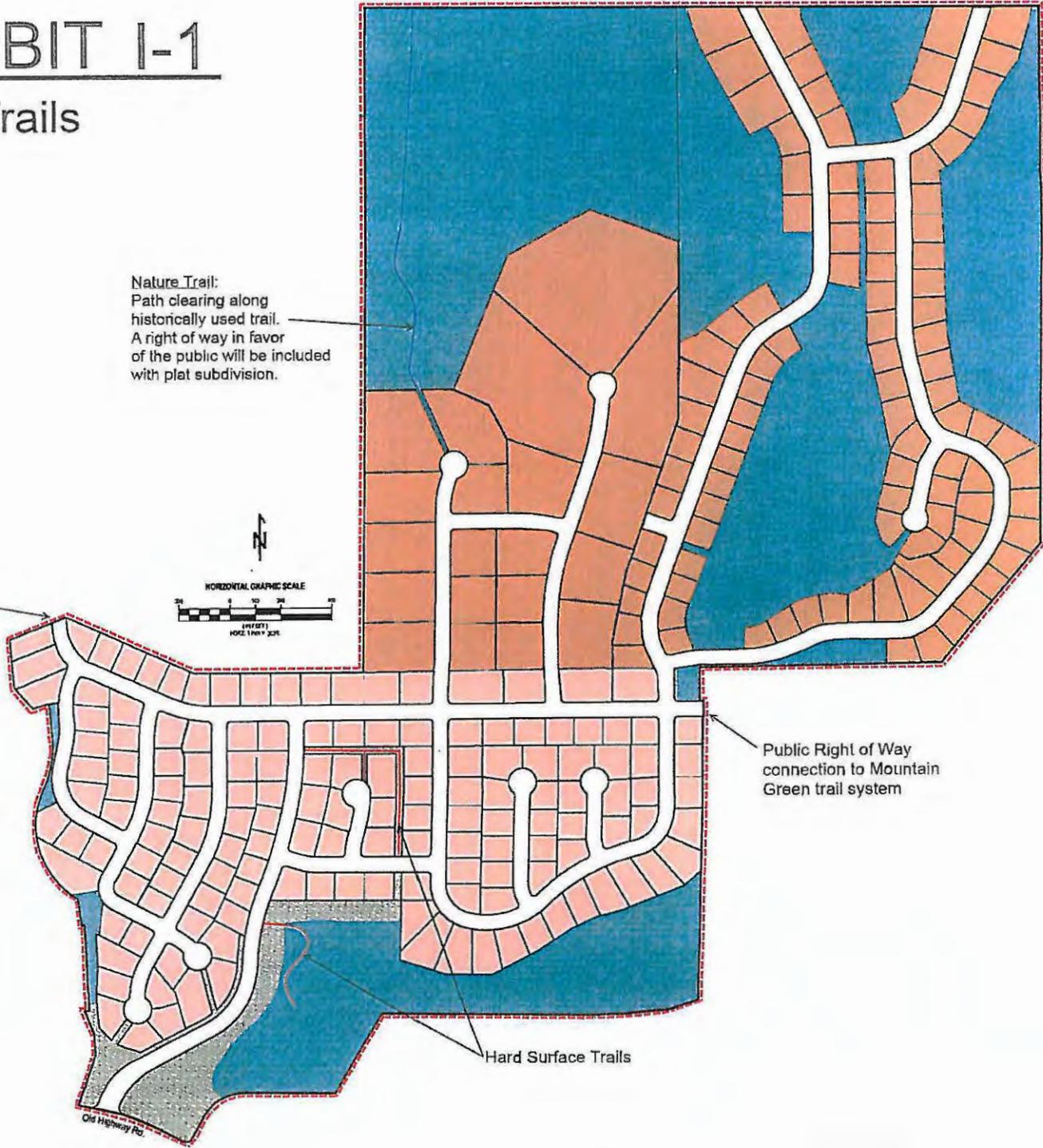
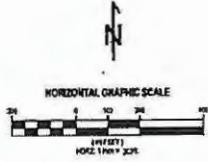
Exhibit A: Rollins Ranch Concept Plan

EXHIBIT I-1

Trails

Public Right of Way connection to Mountain Green trail system

Nature Trail:
Path clearing along historically used trail. A right of way in favor of the public will be included with plat subdivision.



Public Right of Way connection to Mountain Green trail system

Hard Surface Trails

Old Highway Rd.

LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

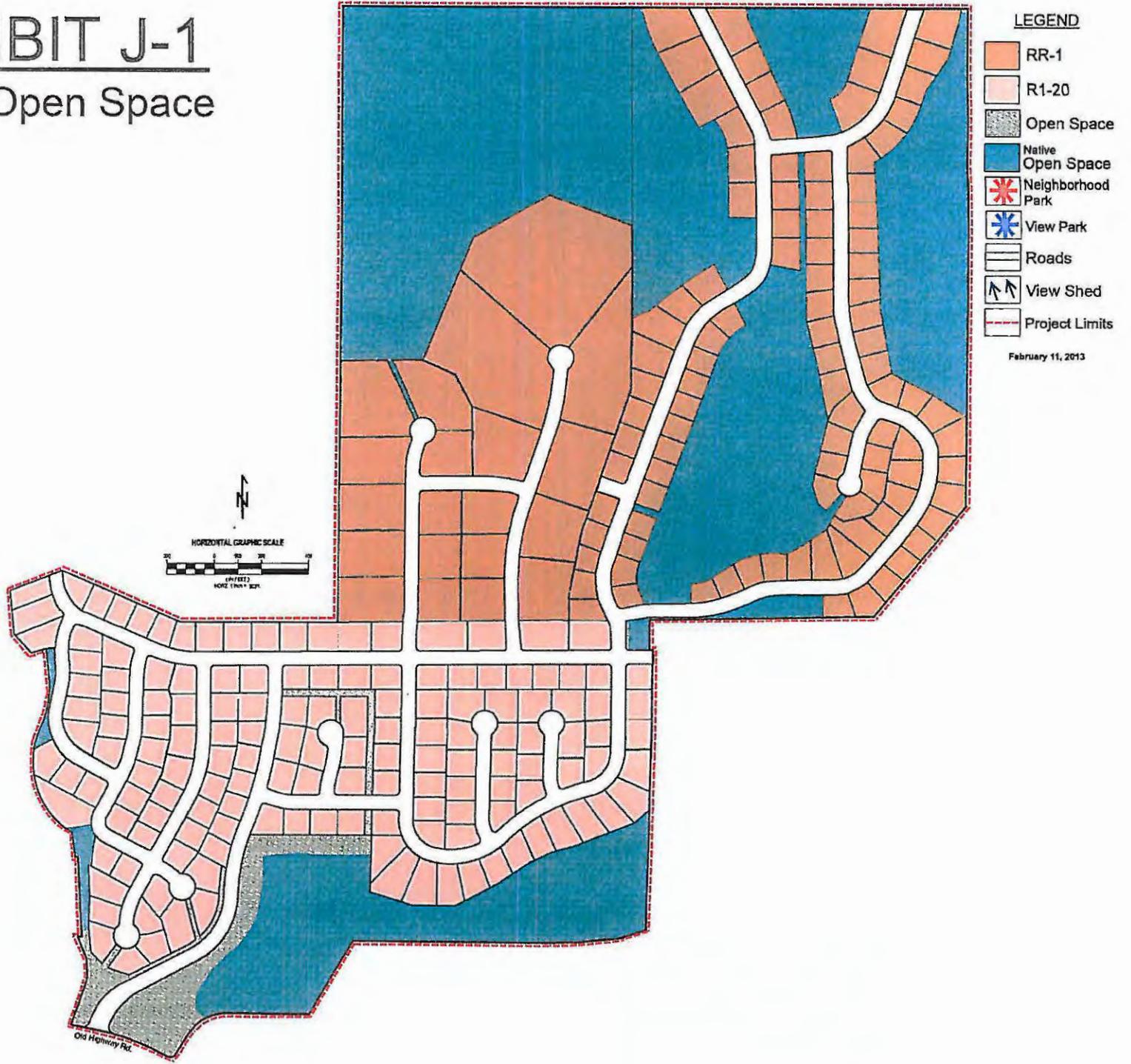
February 11, 2013

Ent 128494 BK 0304 Pg 0652

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT J-1

Native Open Space

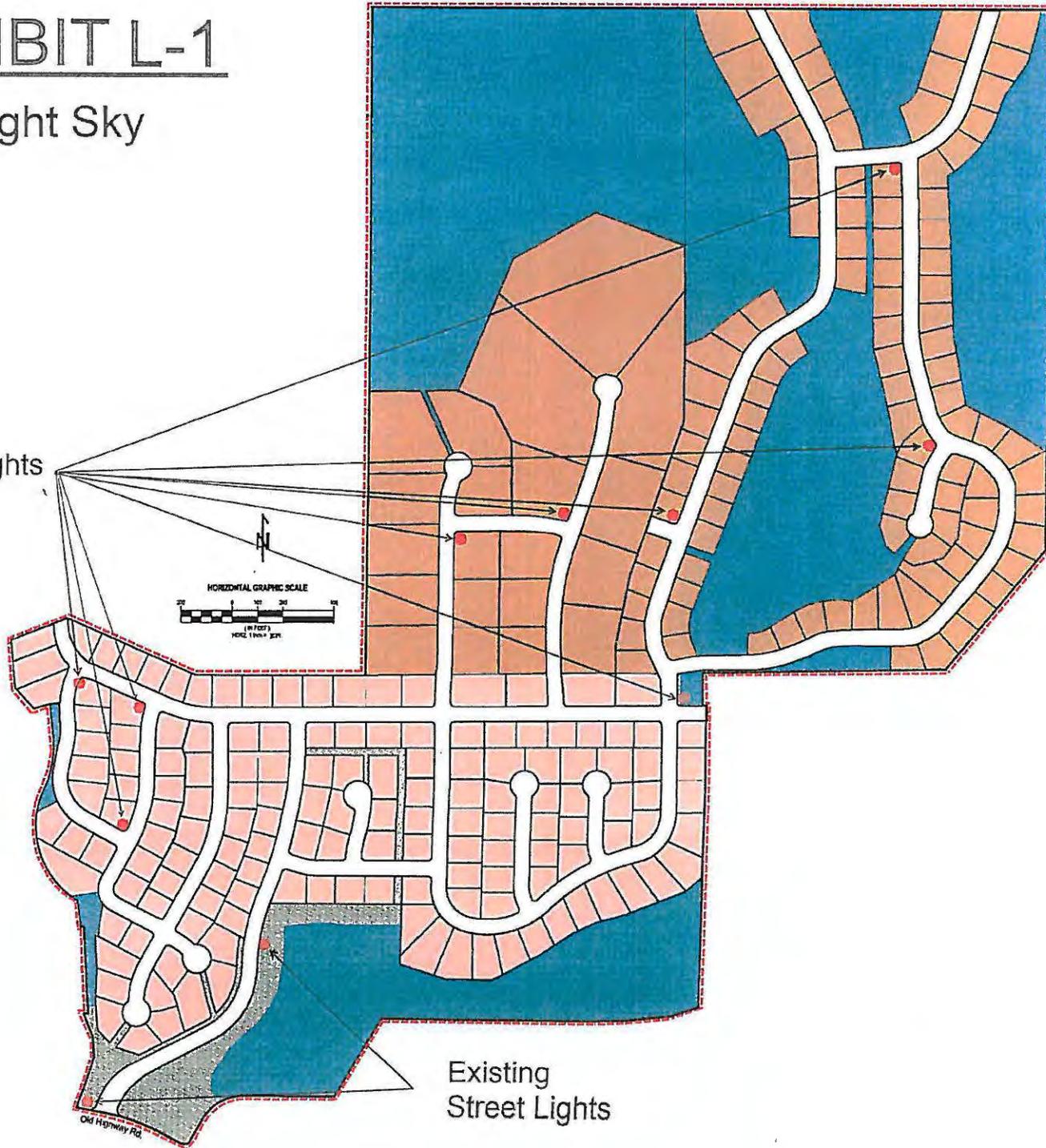


Ent 128494 BK 0304 Pg 0653

EXHIBIT L-1

Night Sky

Street Lights



| LEGEND | |
|--------|-------------------|
| | RR-1 |
| | R1-20 |
| | Open Space |
| | Native Open Space |
| | Neighborhood Park |
| | View Park |
| | Roads |
| | View Shed |
| | Project Limits |

February 11, 2013

Ent 128494 BK 0304 Pg 0654

Exhibit A: Rollins Ranch Concept Plan

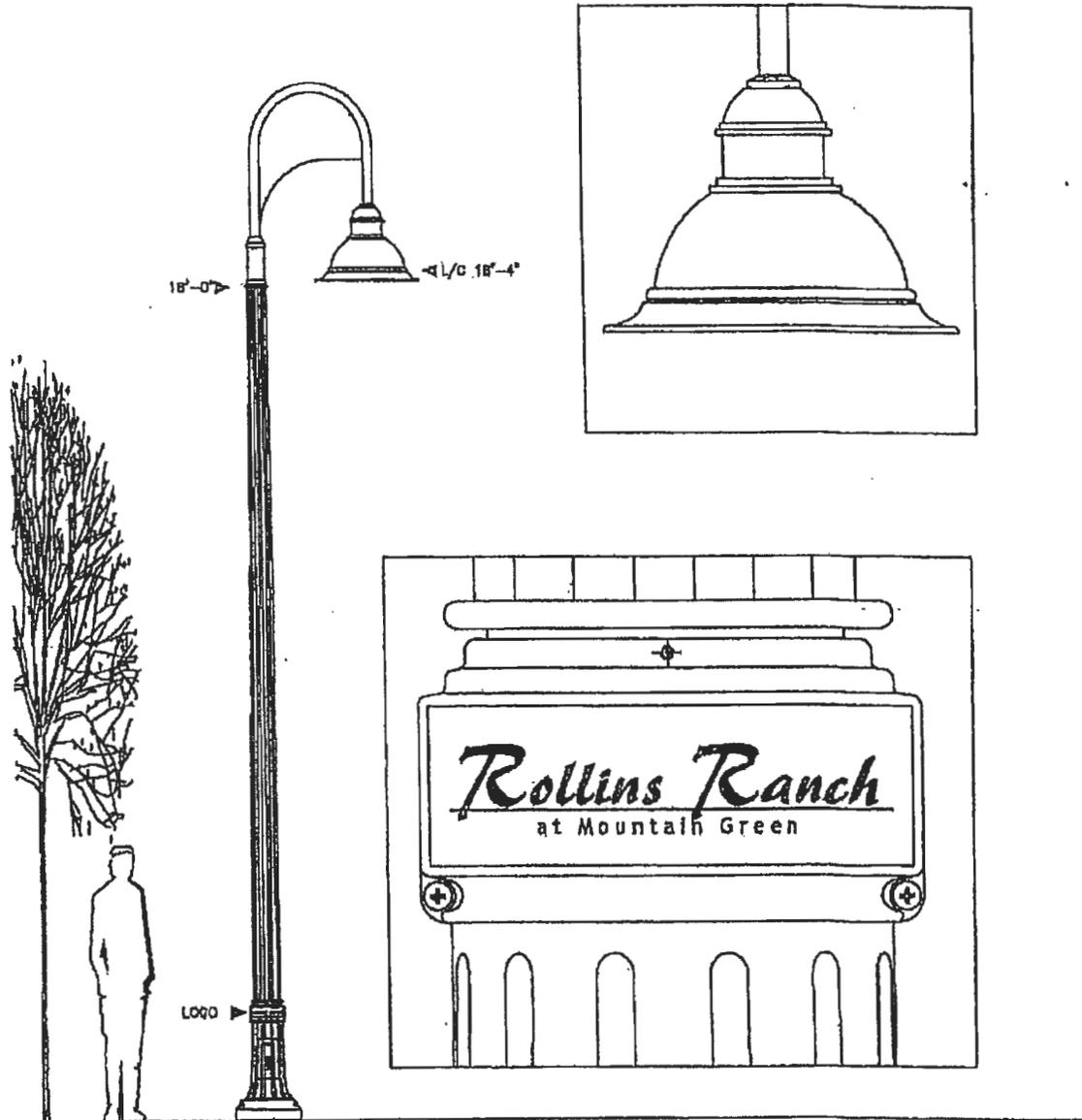
DEVELOPMENT AGREEMENT

EXHIBIT L-1 (Page 2)

(Night Sky)

640, 944 Curve Blvd
Bainbridge (Ga), Canada, VT 052
Tel: (802) 450-7040
Fax: (802) 450-1485

PRESENTATION



DMS50

1:35

LUS482040-47038A



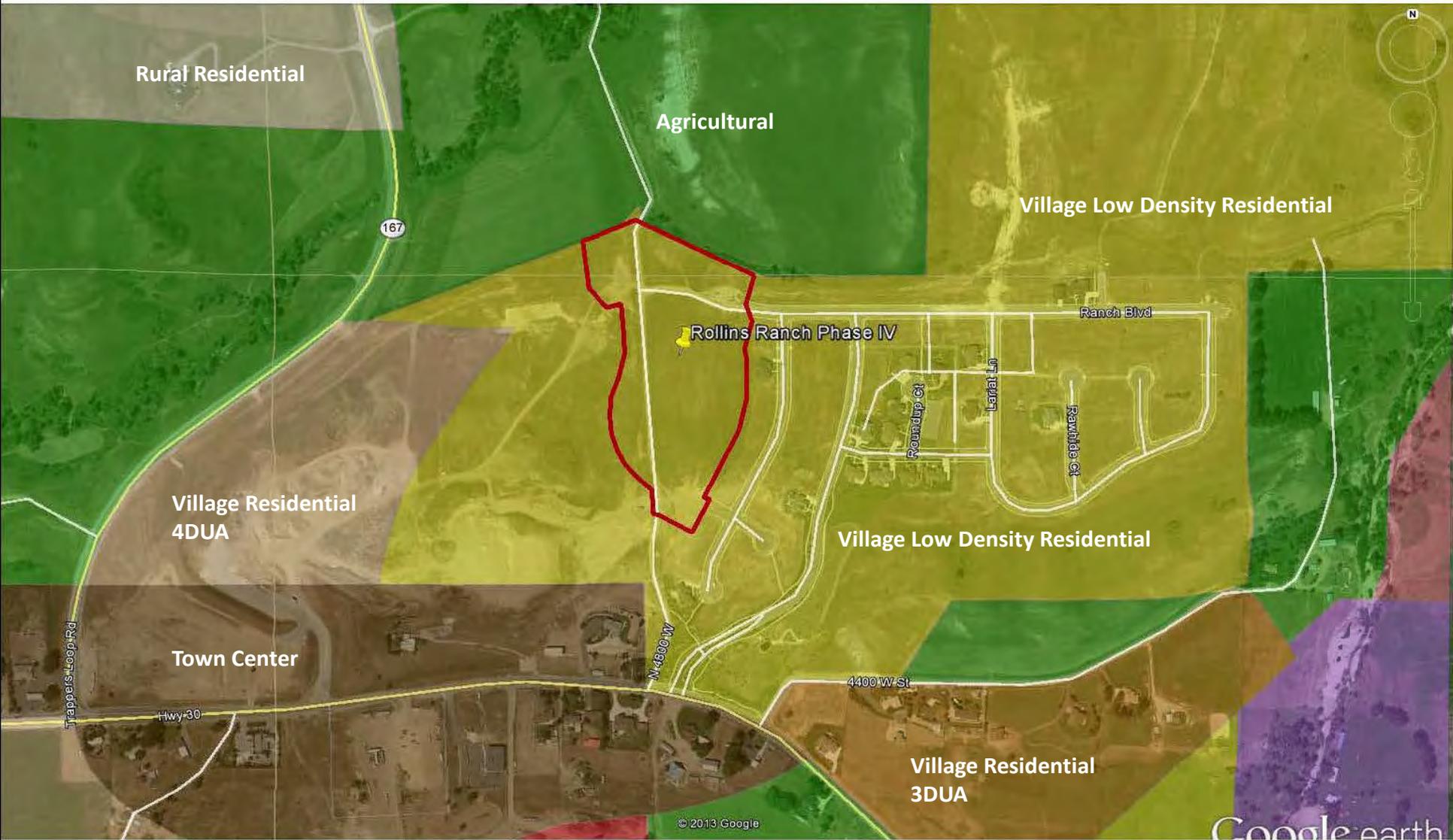
11-04-05

GM

Exhibit B: Future Land Use and Zoning Maps; Zone Map



Exhibit B: Future Land Use and Zoning Maps; Future Land Use Map



LEGEND

- SECTION CORNER
EXISTING STREET MONUMENT
PROPOSED STREET MONUMENT
SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."

- PUBLIC UTILITY EASEMENTS
RESTRICTED BUILD AREA (15% - 25% SLOPE)
UNBUILDABLE AREA (25% OR STEEPER SLOPE)
RESIDENTIAL BUILDING ENVELOPE

GENERAL NOTES:

- 1. PROPERTY IS ZONED R1-20 RESIDENTIAL.
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (P & D) ARE 10' FRONT, 10' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
3. LOT COVERAGE IS LIMITED TO 25% OF THE LOT AREA. COVERAGE IS DEFINED AS THE TOTAL LOT AREA COVERED BY FOUNDATION AREAS OF ALL STRUCTURES, INCLUDING THE LIVING AREA, PORCHES, GARAGES, AND ACCESSORY BUILDING AREA.

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAN FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA, AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAN BY THE MORGAN COUNTY SURVEYOR DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAN FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS DAY OF 2013

MORGAN COUNTY SURVEYOR

COTTONWOOD MUTUAL WATER COMPANY

APPROVED THIS DAY OF 20 BY THE COTTONWOOD MUTUAL WATER COMPANY

CHAIRMAN

MOUNTAIN GREEN SECONDARY WATER COMPANY

APPROVED THIS DAY OF 20 BY THE MOUNTAIN GREEN SECONDARY WATER COMPANY

CHAIRMAN

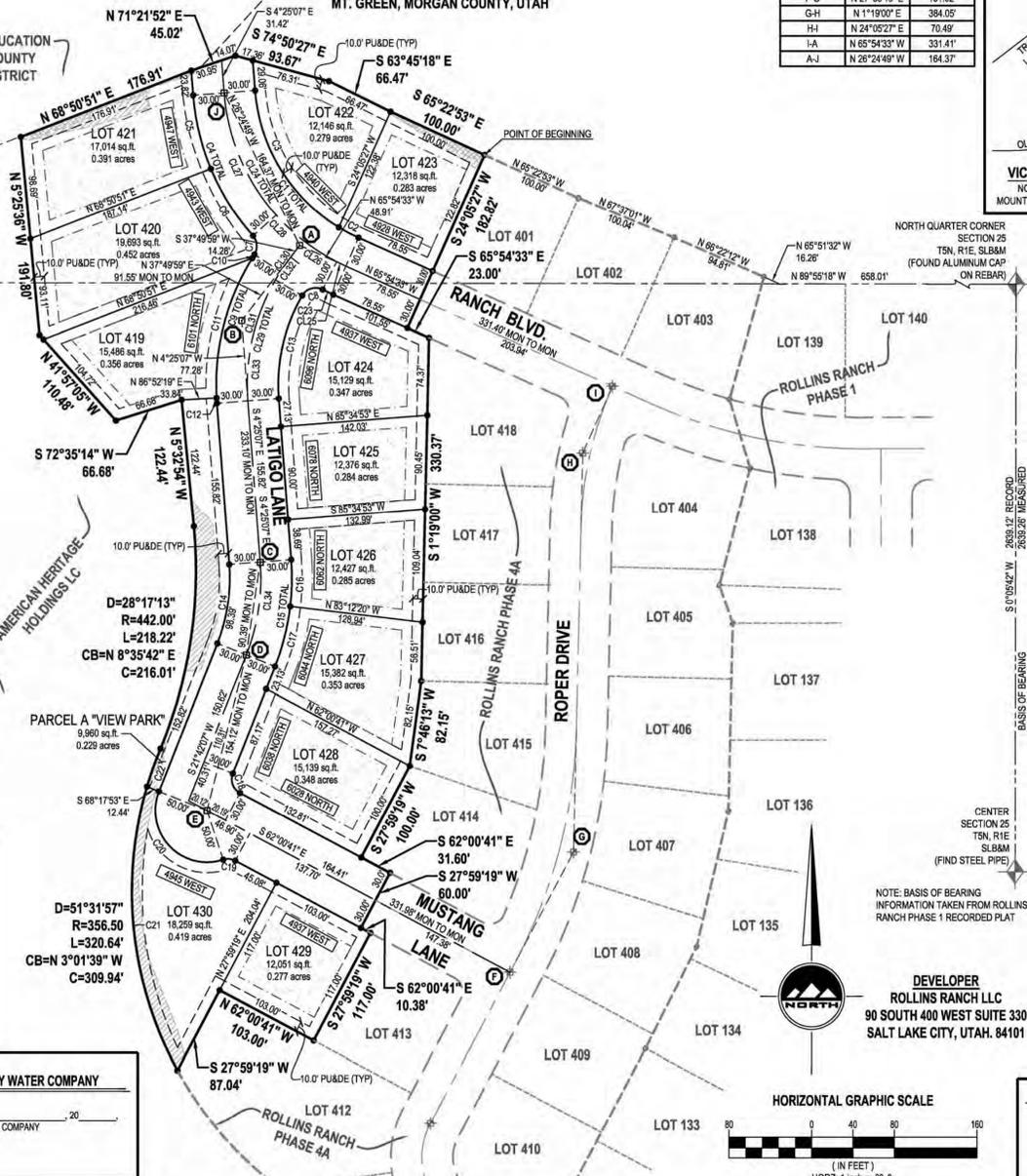
MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT APPROVAL

APPROVED THIS DAY OF 20 BY THE MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT.

DISTRICT CHAIRMAN

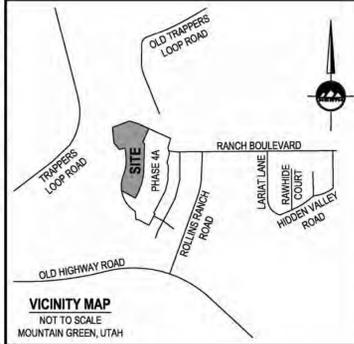
ROLLINS RANCH PHASE 4B SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MT. GREEN, MORGAN COUNTY, UTAH



MONUMENT TABLE

Table with columns: MONUMENT, BEARING, DISTANCE. Lists monuments A through J with their respective bearings and distances.

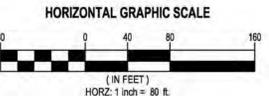


CURVE TABLE

Table with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Lists curves C1 through C34 with their geometric data.

NOTE: BASIS OF BEARING INFORMATION TAKEN FROM ROLLINS RANCH PHASE 1 RECORDED PLAT

DEVELOPER ROLLINS RANCH LLC 90 SOUTH 400 WEST SUITE 330 SALT LAKE CITY, UTAH. 84101



SURVEYOR'S CERTIFICATE

KEITH R. RUSSELL do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that 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 and streets, hereinafter to be known as ROLLINS RANCH PHASE 4B SUBDIVISION and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet footage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at the Northwest Corner of Lot 401 of Rollins Ranch Phase 4A Subdivision, a subdivision recorded in the office of the Morgan County Recorder, said point being North 69°55'18" West 656.01 feet along the north line to an angle point in the north line of Rollins Ranch Phase 1 Subdivision and North 66°51'32" West 16.26 feet along the north line to the Northwest Corner of Lot 139 of Rollins Ranch Phase 1 Subdivision, also being the Northeast Corner of Rollins Ranch Phase 4-A Subdivision and North 66°22'12" West 94.81 feet along the north line of Rollins Ranch Phase 4-A Subdivision and North 67°37'01" West 100.04 feet along the north line of Rollins Ranch Phase 4-A Subdivision and North 65°22'53" West 100.00 feet along the north line of Rollins Ranch Phase 4-A Subdivision from the North Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running:

Date 7-18-13 Keith R. Russell License no. 164386



OWNER'S DEDICATION

Known all men by these presents that I/we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and open space, to hereinafter known as ROLLINS RANCH PHASE 4B SUBDIVISION do hereby dedicate for perpetual use of the public streets, and for the perpetual use of public utility companies, all public utility easements shown on this plat as intended for public use, and do warrant, defend, and save the County harmless against any easement or encumbrance on the dedicated streets which will interfere with the County's use, operation, and maintenance of the streets and do further dedicate the easements as shown. In witness whereof I/we have hereunto set our hand (s) this day of A.D. 20

By: Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH J.S.S. County of MORGAN On the day of A.D. 20 personally appeared before me, the undersigned Notary Public, in and for said County of in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the of a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: RESIDING IN COUNTY.

ROLLINS RANCH PHASE 4B SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MT. GREEN, MORGAN COUNTY, UTAH

MORGAN COUNTY RECORDER

ENTRY NO. FEE PAID RECORDED THIS DAY OF AT IN BOOK OF OFFICIAL RECORDS PAGE

SHEET 1 OF 1

PROJECT NUMBER: 405V MANAGER: KRUSSELL DRAWN BY: MELMER CHECKED BY: KRUSSELL DATE: 8/26/13

MORGAN COUNTY RECORDER

DEPUTY RECORDER



LAYTON 1485 West Hillfield Rd. Suite 204 Layton UT 84041 Phone: 801.547.1100 Fax: 801.593.6315 www.ensgn.com

SALT LAKE CITY Phone: 801.255.0529 TOOLE Phone: 435.843.3590 CEDAR CITY Phone: 435.865.1453 RICHFIELD Phone: 435.590.0187

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT APPROVAL APPROVED THIS DAY OF 20 BY THE MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT. DISTRICT CHAIRMAN

COUNTY ATTORNEY'S APPROVAL APPROVED THIS DAY OF 20 BY THE MORGAN COUNTY ATTORNEY. MORGAN COUNTY ATTORNEY

MORGAN COUNTY SURVEYOR I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAN FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS OF RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAN DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAN FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH. SIGNED THIS DAY OF 20 MORGAN COUNTY SURVEYOR

COUNTY ENGINEER'S APPROVAL APPROVED THIS DAY OF 20 BY THE MORGAN COUNTY ENGINEER. MORGAN COUNTY ENGINEER

COUNTY COUNCIL APPROVAL APPROVED THIS DAY OF 20 BY THE MORGAN COUNTY COUNCIL. COUNTY COMMISSIONER ATTEST: COUNTY CLERK

PLANNING COMMISSION APPROVAL RECOMMENDED FOR APPROVAL THIS DAY OF 20 BY THE COUNTY PLANNING COMMISSION. CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

Exhibit D: Email from Mountain Green Fire Protection District Chief

From: [LESTER L STONE](#)
To: [Charles Ewert](#)
Cc: [Skyler Gardner](#); [Brian Doyle](#)
Subject: Re: Fire Access and Rollins
Date: Saturday, September 14, 2013 7:05:41 AM
Attachments: [image002.png](#)
[image005.png](#)

Charlie:

After researching multiple-family dwellings, they pertain to condos/apartments or units that contain anywhere between 4-8 families. Obviously Rollins Ranch does not fall into that category and therefore is not held to the IFC standard to maintain two separate fire access entrances.

With that said, and knowing phase 4 removes a secondary means of egress for emergency personnel, the current entrance to Rollins should be sufficient for fire apparatus to leave safely.

The fire district will stand by their review of phases 4a, 4b, 5 and 6 in a letter dated 23 June 2013. One concern needed to be met and that was the placement of a fire hydrant at the radius of lot 428.

If you have any questions, please let me know.

Les Stone
Chief, Mountain Green Fire Protection District
801.829.2023

----- Original Message -----

From: [Charles Ewert](#)
To: '[LESTER L STONE](#)'
Sent: Monday, September 09, 2013 8:57 AM
Subject: RE: Fire Access and Rollins

Yes. Unsure of the answer for fire access, the council placed a condition on the prelim plat that you were satisfied with the proposal. Considering I already received their application for final, they should've already contacted you. Expect their call. You and I should catch up after they've contacted you for your acceptance/denial of the proposal.



Planning and Development Services Director

Exhibit E: Wildland Urban Interface Map





September 18, 2013

Morgan County
Charles Ewert
Planning & Zoning
PO Box 886
Morgan, UT 84050

RE: Rollins Ranch Subdivision Surety

Dear Charlie;

Enclosed please find a Subdivision Completion Agreement relating to the applications pending for Rollins Ranch Phases 4, 5 and 6. The agreement is currently written for Phase 6 but is applicable to each of the applications.

After the final approval of the subdivision, Rollins Ranch would like to install the improvements relating to the approved phase prior to plat recording and surety. Upon completion of the improvements the County will inspect the subdivision for conditional acceptance, record the approved subdivision plat and Rollins Ranch will deposit 10% surety for the warranty period of the improvements.

With the recording of the plat occurring after subdivision completion; Rollins Ranch will be required to complete the subdivision before any lots can be sold or permits issued. The County will have the ability to guarantee the completion of the improvements through this same plat recording.

This process has been successfully used in other projects involving Gardner Development including the storm drain installed along Old Highway and approved by the Council on August 2, 2011.

Rollins Ranch requests that the County Council motion include an approval of the attached agreement which gives greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Skyler Gardner", is written over a horizontal line.

Skyler Gardner

SUBDIVISION COMPLETION AGREEMENT
FOR
ROLLINS RANCH PRUD—PHASE 6

THIS AGREEMENT (“**Agreement**”), entered into as of the ____ day of September, 2013 (the “**Effective Date**”), and is made by and between MORGAN COUNTY, a Utah municipal corporation (“**County**”), and Rollins Ranch, LLC, a Utah limited liability company (“**Rollins Ranch**”). The County and Rollins Ranch (collectively the “**Parties**”) hereby agree as follows:

Recitals

WHEREAS, in conjunction with development of Rollins Ranch PRUD, Phase 6 (the “**Subdivision Phase**”), the County has approved a final plat of subdivision for the Subdivision Phase titled “Rollins Ranch PRUD, Phase 6” (the “**Final Plat**”), a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, Rollins Ranch intends to improve or cause to be improved various public infrastructure improvements shown on the Final Plat (collectively, the “**Infrastructure**”) and to subsequently dedicate the Infrastructure to the County pursuant to the recordation of the Final Plat; and

WHEREAS, the County and Rollins Ranch have agreed that prior to the County’s acceptance of the Improvements and recordation of the Final Plat, the Infrastructure will need to be completed by Rollins Ranch and inspected and accepted by the County; and

WHEREAS, the Parties wish to set forth in this Agreement the requirements for Rollins Ranch’s completion of the Infrastructure and the procedure and standards governing the County’s inspection and acceptance of the Infrastructure.

Agreement

NOW, THEREFORE, the above recitals are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties further agree as follows:

1. Completion of Infrastructure. Rollins Ranch shall complete, correct and/or replace, as applicable, the Infrastructure, as the same is more particularly described on the Final Plat and the approved plans and specifications for the Subdivision Phase (the “**Work**”), which plans and specifications are attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Specifications**”). Unless otherwise agreed in writing by the County, the Work shall be completed no later than November 30, 2014 (the “**Completion Date**”), and shall be completed in accordance with the Specifications.

2. Inspection of the Work. Within seven (7) calendar days of completion of the

Exhibit F: Alternative Bonding Request from Gardner Development

Work and at a time mutually agreed upon by the Parties, the County shall inspect the Work to verify that such Work has been completed in accordance with the Specifications (the “**Inspection**”). Within seven (7) calendar days after the Inspection, the County shall provide to Rollins Ranch one of the following: a) a list of items failing to meet Specifications (the “**Correction List**”); or b) written acknowledgment that there are no outstanding items to be completed or repaired and the Work is accepted by the County. The County agrees that it shall not unreasonably withhold, condition or delay the County’s approval and initial acceptance of the Work, provide such Work is completed in accordance with the Specifications.

3. Correction List. Upon receipt of a Correction List, if applicable, Rollins Ranch shall thereafter complete, or cause to be completed, all construction and repair items within thirty (30) calendar days. A re-inspection shall be performed by the County at a time mutually agreed upon by the Parties; provided, however, such re-inspection shall be done no later than thirty (30) calendar days after delivery of the Correction List to Rollins Ranch. The re-inspection shall be performed in accordance with the requirements of Section 2 of this Agreement.

4. Warranty Period. Upon the County’s initial acceptance of the Improvements, Rollins Ranch shall execute and deliver to the County a Cash Escrow Guarantee Agreement in the form attached hereto as **Exhibit “C”** (the “**Guarantee Agreement**”), which Guarantee Agreement shall require the Improvements to remain free from any damage arising from any defects in construction, materials and workmanship for a period of one year following the County’s initial acceptance of the Work, and further require Rollins Ranch to deposit with the County pursuant to such Guarantee Agreement the sum of \$ _____ (the “Cash Deposit”), which amount represents ten percent (10%) of the County Engineers estimate to complete the Improvements.

5. Acceptance of Subdivision Phase; Processing of Building Permits. The County hereby agrees that upon Rollins Ranch’s completion of the Work, delivery of the Guarantee Agreement and deposit of the Cash Deposit pursuant to the requirements of this Agreement, the County will: (a) initially accept the Subdivision Phase and commence providing County services to the Subdivision Phase; (b) record, or cause to be recorded the Final Plat; (c) accept applications for building permits for lots within the Subdivision Phase; and (c) grant certificates of occupancy for residences constructed within the Subdivision Phase that are constructed pursuant to duly issued building permits and in accordance with the plans and specifications approved by the County in connection with such permits.

6. Integration. This Agreement replaces any prior agreements, verbal or written, between the Parties, and contains their complete understanding with regard to the subject matter hereof. No promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by both Parties.

7. Attorneys’ Fees. Should an action be brought to enforce the terms of this Agreement by either party, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in any such matter.

8. Notice. Notice to Rollins Ranch or the County shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

Exhibit F: Alternative Bonding Request from Gardner Development

9. No Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to Rollins Ranch and the County and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. The County shall not be liable to claimants or others for obligations of Rollins Ranch under this Agreement.

10. Waiver. The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

11. Time is of the Essence. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

12. Governing Law. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah.

13. Successors. Rollins Ranch and County, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of Rollins Ranch and the County respectively.

14. Modification. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

15. Captions. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

16. Severability. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

Exhibit F: Alternative Bonding Request from Gardner Development

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF MORGAN

By: _____
Its: _____

ATTEST:

Attest: _____
County Recorder

Rollins Ranch, LLC

By: _____
Its: Manager

EXHIBIT A
TO
SUBDIVISION COMPLETION AGREEMENT

(Final Plat for the Subdivision Phase)

[See Attached]

EXHIBIT B
TO
SUBDIVISION COMPLETION AGREEMENT

(Plans and Specifications for the Final Phase)

[See Attached]

EXHIBIT C
TO
SUBDIVISION COMPLETION AGREEMENT

(Guarantee Agreement)

[See Attached]

Exhibit G: Applicants request for Planning Commission review without certain final details

From: [Skyler Gardner](#)
To: [Charles Ewert](#)
Cc: [Dan Bridenstine](#); [Rulon Gardner](#)
Subject: Re:
Date: Wednesday, September 18, 2013 5:26:11 PM
Attachments: [RR Surety letter.pdf](#)
[Subdivision Completion Agreement--Phase 6 - 1.doc](#)
[RR questar will serves.pdf](#)

Charlie,

Attached please find:

- 1) Formal letter requesting infrastucture prior to surety and recording plat.
- 2) Subdivision Completion Agreement to go along with letter
- 3) Copies of Phase 5 and 6 questar letters.

I have been actively working with the Engineer and Title Company to address the other items but it looks like it is going to take a little longer than expected, so please accept this email as a written request to be on the Sept. 26 commission agenda. I am confident that by that time correction will have been made to the requested items.

Skyler

Skyler Gardner
[801.528.1313](tel:801.528.1313)
Skyler@rcgardner.com

On Tue, Sep 17, 2013 at 7:59 PM, Charles Ewert <cdewert@morgan-county.net> wrote:

Skyler and Dan,

Here are the comments I promised. I failed to provide a more full review of 5-6, but will work on them out of the office tomorrow and get any noted changes to you ASAP. I need you to address each of these issues by Thursday at noon. If for some reason you can't, please submit a statement in writing that you still want it on the Sep 26th meeting, and I will be sure it is there.

1. I have the same comments on 4a as I show on the attached 4b.
2. Surveyors comments on the attached and the previous redlines should be addressed, with a resubmittal no later than Thursday at noon. Please send an electronic version of the resubmittal to von hill at vrhill@hillargyle.com for his expedited review.
3. Please address all of the items in the Title report, and explain whether they are an issue or why they are not.



48 West Young Street
Morgan, UT 84050
(801) 845-4015

STAFF REPORT
September 19, 2013

To: Morgan County Planning Commission
Business Date: September 26, 2013

Prepared By: Charles Ewert, Planning Director

Re: **Final Plat Approval of the Rollins Ranch Phase 4a Subdivision**

Application No.: 13.092
Applicant: Rollins Ranch, L.L.C.
Project Location: Approximately 5000 West and 6000 North, on the western side of the Rollins Ranch Development
Zoning: R1-20 Zone
Acreage: Approximately 7.792 acres (Approximately 339,449 ft²)
Request: Final plat approval of Phase 4a of Rollins Ranch; an 18 lot subdivision in the Rollins Ranch Development

SUMMARY

This application is the send to last phase of the “Hidden Valley Neighborhood¹.” Hidden Valley Neighborhood is an area in the Rollins Ranch Development that comprises all of the original phases 1-4. Proposals for development in Rollins Ranch are highly regulated, with requirements of a development agreement and County subdivision ordinances guiding the County’s review.

The proposal includes 18 lots and one open space parcel. Each lot is provided access and frontage from new proposed streets. The lots and streets are in general compliance with the Rollins Ranch Concept Plan. Staff have provided an in-depth review of the proposal and are recommending approval contingent on the conditions provided herein². The Planning Commission will want to pay specific attention to the applicants request for bonding methods, as it is unique to that typically administered in Morgan County.

BACKGROUND

The Rollins Ranch Development is a master planned community that received certain development rights

¹ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein

² As of the writing of this report the applicant has been unable to provide all information requested from staff. Considering the Planning Commission’s recent request that no final application be forwarded with conditions intended to compensate for incomplete staff review, Staff advised the applicant that the project was not ready for Planning Commission review. However, the applicant submitted a written request for the review (Exhibit G of this report) anyway. Under State law requirements the applicant has a right to the review. The incomplete items are fairly ministerial, and if the Planning Commission can make a positive recommendation with the proposed conditions Staff can effectively monitor the execution of a more complete final plat.

in 2006. At that time a development agreement was negotiated with the County. That agreement has been amended twice since³, including the minor modifications of the overall concept plan⁴ that specifically provided for the reconfiguration of lots as provided in this proposal.

The developer received conditional approval from the County Council for preliminary plat on August 20, 2013⁵. With the conditions listed herein it appears that the proposal meets the terms of that approval.

ANALYSIS

General Plan and Zoning. Pursuant to the Future Land Use Map of the area⁶ the future land use designation is Village Low-Density Residential. The Village Low Density Residential designation provides for a lifestyle with planned single family residential communities, which include open space, recreation and cultural opportunities, including schools, churches and neighborhood facilities located in established village areas (formerly area plan boundaries) or master planned communities. The residential density is a maximum of 2 units per acre⁷.

It can be observed that the Concept Plan⁸ of the Rollins Ranch Development Agreement meets this purpose. It can also be observed that the proposed subdivisions generally follow the approved Concept Plan.

The property has approximately 7.792 acres in the R1-20 zone⁹. The purposes of the R1-20 zone is “to provide areas for very low density, single-family residential neighborhoods of spacious and uncrowded character¹⁰.”

The County determined at the time the Rollins Ranch Development Agreement⁶ was approved that it met the intent of this purpose.

Subdivision Layout. The proposed subdivision¹¹ is on the western side of the Rollins Ranch Development – just east of the proposed Rollins Ranch Phase 4b plat. It consists of a total of 18 lots, one open space parcel, and new proposed streets. To the north the property abuts generally undeveloped land. To the east and south is the first three platted phases of the Rollins Ranch Development. The subdivision layout has not changes since the preliminary approval.

Roads and Access. The subdivision is proposed to be accessed by a single point of entry off of Old Highway Road via Rollins Road. Under today’s ordinances this type of terminal street system would not be allowed, however, because the developer is vested in the configuration of the concept plan and former laws, as specifically addressed in the Rollins Ranch Development Agreement¹², it can be interpreted that the proposed access is allowed for the Rollins Ranch subdivisions.

Each lot has frontage as graphically depicted in the proposal. Even though the required amount of lot width and frontage is not specifically addressed in the Rollins Ranch Development Agreement, it can be observed from the configuration of the concept plan that the typical width and frontage of the 2006 PRUD

³ Amendment #1: Nov, 2011; Amendment #2: Feb, 2013

⁴ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein

⁵ See the August 20, 2013 County Council minutes for the official motion for approval.

⁶ See Exhibit B of this report for the Future Land Use Map of the area.

⁷ Morgan County 2010 General Plan, Pg. 12.

⁸ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

⁹ See Exhibit B of this report for the Zoning Map of the area.

¹⁰ MCC 8-5B-1(A).

¹¹ See Exhibit C of this report for the current Final Plat proposal.

¹² See Rollins Ranch Development Agreement §3

ordinance¹³ is not applicable to this Subdivision, but rather that some unquantified alternative is. The 2006 PRUD ordinance required lots within a PRUD subdivision to have a minimum frontage of 100 ft. Thus, it can be interpreted that the concept plan is intended to act as an adopted alternative. Further, such flexibility can be found supported by MCC8-5B-6¹⁴ “Frontage Regulations,” wherein the frontage requirement of a typical lot within the R1-20 zone is 50 ft:

8-5B-6: FRONTAGE REGULATIONS:

| | Districts | | | | |
|---|-----------|-------|------|------|-------|
| | R1-20 | R1-12 | R1-8 | RM-7 | RM-15 |
| The minimum width of any lot at the street right of way line in feet in the districts regulated by this article, except as allowed for utility uses and governmentally operated essential service facilities in section <u>8-6-18</u> of this title, shall be | 50 | 45 | 40 | 45 | 45 |

It appears, upon closer examination of other existing phases, that this interpretation was used for the platting of other lots¹⁵.

All proposed lots in phase 4a meet at least this 50 foot frontage requirement. As for lot width, it may be determined that because the proposal follows the general configuration of the concept plan that the approved lot width is intended to do so (generally) as well.

Open Space and Parks. There is one open space parcel that is approximately 0.283 acres in size. It is intended to be vegetated with grasses native to the area. A more full analysis of the open space provided in the proposal may be found in the preliminary plat Planning Commission Staff Report dated July 24, 2013. The final plat proposal complies with the preliminary approval. Open space is to be maintained by the HOA.

CC&R’s. The Rollins Ranch development is required to have covenants, contracts, and restrictions (CC&R’s) recorded against all resulting properties¹⁶. The creation, review, and administration of the CC&R’s are not within the purview of the County, but ensuring that the developer follows through with recording them is. Staff recommend a condition of approval to this point.

Grading and Land Disturbance. The proposal includes very limited grading; the developer intends to install streets at existing grade. Lot grading is not necessary to provide building envelopes on each lot, and a note has been placed on the plat that any necessary grading for building permits will be the responsibility of the lot owner. Future grading that changes a grade by more than five vertical feet or 1,000 cubic yards will be required to first obtain a grading permit.

The construction drawings indicate minimal temporary grading necessary to provide temporary drainage swells for SWPPP controls during construction.

¹³ LUMC §16-20-030 (adopted as ordinance #CO-06-15 on Aug. 1, 2006, and recorded on Sep. 7, 2006).

¹⁴ See also LUMC §16-11-060.

¹⁵ See lots 306-310 and all lots on the circumference of cul-de-sacs in Rollins Ranch Phase III. Phases I and II were not studied for this specific purpose.

¹⁶ See Rollins Ranch Development Agreement §2.3 and Exhibit E of that Agreement.

Geologic and Geotechnical Evaluations. Geologic units have been identified for the site, and no known hazardous units exist within the building envelopes of any lots or within any proposed street areas. There is a sliver of Norwood Tuff (Tn) on the rear of lots 401- 403, none of which enters the proposed building envelopes.

A geotechnical report was conducted by AGE¹⁷. The report did not find negative soils conditions that should require additional consideration in this review, sufficed to say that building activities on the site should be reviewed against the considerations therein.

Water Source. The applicant is proposing culinary water from the Cottonwood Mutual Water Company. That company has provided an updated will serve letter to satisfy the requirements of the subdivision code¹⁸ that there is sufficient wet and paper water to serve the subdivision.

Secondary water will be provided by the Mountain Green Secondary Water Company. A will serve letter has been submitted that gives evidence that sufficient secondary water is available to serve the subdivision.

Fire Protection. The development should comply with the International Fire Code and the 2006 Wildland Urban Interface Code¹⁹. Fire controls are administered by the Mountain Green Fire Protection District Chief.

Fire egress was a subject of concern during the preliminary plat approval, as evidenced in the conditions of approval. The applicant has obtained written verification from the Chief Stone indicating that accessibility does not pose a problem given existing laws²⁰. He has reaffirmed his original approval of the proposal.

Sewer System. Sewage will be provided by the Mountain Green Sewer Improvement District. They have provided a conditional will serve letter for the proposal. The applicant should adhere to the sewer districts requirements for approval. Unless otherwise required by County laws, the County should not condition approval on the specific requirements of the district lest those requirements change and it be construed that the County is enforcing inapplicable requirements, but the County should condition approval on the general premise that the District's needs are met.

Storm Water. Storm water plans have been received, and the County Engineer has indicated that the existing Rollins Ranch detention basin has sufficient capacity to accommodate all of the currently proposed phases 4-6. However it should be noted that the detention basin is undersized to also accommodate the future phases 7-8 once they develop. Additional drainage detention facilities will need to be addressed by that owner at that time.

Utilities. The County has received will serve letters from Rocky Mountain Power, Questar Gas, Mountain Green Sewer Improvement District, and Cottonwood Mutual Water Company. The construction drawings indicate that they will be extended to each lot. Street lights are also being proposed, in compliance with the requirements of Exhibit L-1 of the development agreement. The design of the streetlights should adhere to the standards therein. Operations and maintenance of the streetlights is the responsibility of the

¹⁷ Report conducted by AGE^C dated November 15, 2005.

¹⁸ See MCC §8-12-46.

¹⁹ The project is not exempt from the requirements of the 2006 Urban Wildland Interface Code, as can be seen on Exhibit E of this report.

²⁰ See Exhibit D for the Fire Chief's email.

HOA.

Bonding. The project is vested in the laws that existed at the time of the development agreement. One such law is the requirement to bond for infrastructure improvements. The Land Use Management Code²¹ of 2006 indicates that there are three types of “sureties” allowed: a “bond”, an escrow, and cash. Current law allows cash only. The bond must be in effect prior to plat recording. Its purpose is to act as a financial guarantee if the developer fails to accomplish the improvements that were required.

State law allows the County to collect up to 110% of the total cost of the development; 100% being held until improvements have been completed, then the remaining 10% held for a one year warranty for materials and workmanship. Considering the difficulties that the County has had in the recent past verifying and administering surety bonds and letters of credit in multiple subdivisions, staff recommends requiring a cash only bond, as provided for in the recommended conditions herein.

The applicant has proposed an alternative to bonding²². Rather than submitting the 110% bond they want the County to allow them to commence construction prior to plat recording, and use the recordation of the plat as the necessary motivation for the improvements to be completed correctly and timely. To do this they have offered the County a subdivision completion agreement. When the improvements have been installed to the County’s satisfaction, they then offer to submit a 10% bond to warranty the subdivision from defects in materials and workmanship in exchange for the plat being recorded. With this method, no lots will be allowed to be sold until *after* all improvements have been installed and the plat is recorded. This method of security has been used in a few other jurisdictions²³, but rarely in Morgan County in the recent past. It is not specifically discussed in the 2006 subdivision ordinance²⁴, but is not permitted in today’s ordinances.

If the Planning Commission can find that this alternative is superior to a cash bond, then they should consider amending the recommended conditions seven and eight.

REVIEWS

Planning and Development Services Review. The Morgan County Planning and Development Service Department has completed their review of the subdivision application and has issued a recommendation for approval of the Rollins Ranch Final Plat for Phases 4a, applications #12.172 and 12.173, with the following comments:

1. The proposal complies with the Morgan County 2010 General Plan.
2. The proposal complies with zoning regulation requirements.
3. The proposal generally complies with the 2006 subdivision regulations.
4. The proposal generally complies with the Rollins Ranch Development Agreement.
5. The proposal appears to comply with the preliminary plat approval.

²¹ See LUMC §16-18-23.

²² See Exhibit F.

²³ The Wasatch County Planning Director and the Weber County Engineer have both confirmed that this method of securing subdivision improvements is not frowned upon in their jurisdictions because regardless of whether the improvements are installed to the satisfaction of the County, no improvements will become public, no lots will be sold, and no building permits will be approved until *after* the plat is recorded. If the developer still fails to complete the improvements then the harm done is on private unsubdivided property, which includes potential drainage and erosion control issues, unsightly conditions, and the inability to collect higher tax revenue out of what would otherwise be subdivision lots.

²⁴ It is possible that it was not specifically addressed in the 2006 ordinances because of the way that UCA §17-27a-604.5 is crafted to also enable this method of improvements security.

6. Adequate bonding should be in place prior to plat recording. It is recommended that plat recording occur prior to commencement of construction.

Engineering Review Comments. We have reviewed the latest version of Rollins Ranch Phase 4A drawings and compared the changes with the requests on our July 31, 2013 memo. All changes have been made adequately.

We recommend an Engineer's Estimate of improvement costs be submitted to our office for review. Once approved, this estimate will serve as the basis of the improvement guarantee. Once final approval is granted, plan sets (on mylars) are ready, and the guarantee in place, we can schedule a pre-construction meeting for this project.

County Surveyor Comments. There are a few minor corrections to the plat that need to be addressed prior to plat recording. The applicant has been made aware of the necessary changes. Condition #2 is intended to provide for this. Additionally, there are several items in the title report that have not been more fully explained. The applicant should address each prior to final plat recording.

Fire Chief Comments. The District Fire Chief indicates that the egress complies with IFC requirements.

County Attorney. The County Attorney has been provided copies of the submitted subdivision and has not indicated any concerns.

STAFF RECOMMENDATION

Staff recommends approval of the Rollins Ranch Final Plat for Phase 4a, applications #13.092 and, subject to the following conditions:

1. That all outsourced consultant services fees are paid in full prior to final plat recordation and/or the commencement of any construction.
2. That any minor administrative edits are provided to the satisfaction of respective reviewers.
3. That GIS shapefile information is submitted to the GIS division of the Planning and Development Services Department of the new parcel data at or prior to plat recordation.
4. That, pursuant to MCC §8-12-32(N), the developer shall submit the name, proposed/existing articles of incorporation, and bylaws of the owner or organization empowered to own, maintain, and pay taxes on common area for recording with the final plat.
5. That, if the date of recording exceeds 30 days from the date on the current title report, then an updated title report shall be required to be submitted with the final mylar.
6. That all items in the title report are more fully explained, provided for, or eliminated to the satisfaction of the County Surveyor prior to final plat recordation and/or the commencement of any construction.
7. That prior to final plat recordation and/or the commencement of any construction a signed and notarize acknowledgement from Browning Arms is submitted that acknowledges that §2.10 of the Rollins Ranch Development Agreement has been satisfied in a manner that meets their needs.
8. That a signed and notarized Cash Escrow Public Improvements Agreement shall be executed in a manner as approved by the County Attorney prior to final plat recording. The cash escrow shall cover 110% of the cost of proposed improvements, as verified by the County Engineer.
9. That no construction shall commence prior to execution of the improvements agreement and recordation of the plat.
10. That inasmuch as the Mountain Green Sewer Improvement District, Questar Gas, and Rocky Mountain Power have all given conditional will serve letters for the proposal, approval of the Final Plat is conditioned on the fulfillment of the various requirements of those entities. Failure to

- comply may result in avoidance of Final Plat approval.
11. That streetlight standards shall comply with Exhibit L-1 of the Rollins Ranch Development Agreement. Operation and maintenance of the streetlights shall be the responsibility of the HOA.
 12. That removal of concrete refuse and debris on the property shall occur.
 13. That noncompliance with the conditions herein may result in avoidance of final plat approval, and may also result in the inability to record the final mylar and/or receive building permits.
 14. That all other local, state, and federal laws are upheld.

This recommendation is based on the following findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with zoning requirements.
4. The proposal generally complies with the 2006 subdivision regulations.
5. The proposal generally complies with the Rollins Ranch Development Agreement.
6. The proposal complies with the conditions of approval for the preliminary plat.
7. The proposed open space satisfies the requirements of the vested laws for the Rollins Ranch Development, and generally satisfies conceptual principles of opens space provisions as required by the Rollins Ranch Development Agreement, and as drawn on the concept plan in that agreement.
8. The developer has provided evidence that the Cottonwood Mutual Water Company can provide adequate culinary water services to the subdivision, as indicated in the August 19, 2013 letter from Cottonwood Mutual Water Company.
9. The developer has provided evidence that the Mountain Green Secondary Water Company can provide adequate secondary water services to the subdivision, as indicated in the August 13, 2013 letter from Mountain Green Secondary Water Company.
10. That the proposal is not harmful to the health, safety, or welfare of the public.

MODEL MOTION

Sample Motion for a *Positive* Recommendation – “I move we forward a positive recommendation to the County Council of the Rollins Ranch Final Plat for Phase 4a, applications #13.092 subject to the findings and conditions listed in the September 19, 2013 staff report, and as modified by the conditions and findings below.”

1. List any additional findings and conditions...

Sample Motion for a *Negative* Recommendation – “I move we forward a negative recommendation to the County Council of the Rollins Ranch Final Plat for Phase 4a, applications #13.093 subject to the following conditions:

1. List any additional findings...

SUPPORTING INFORMATION

Exhibit A: Rollins Ranch Concept Plan
Exhibit B: Future Land Use and Zoning Maps
Exhibit C: Final Plat Proposal
Exhibit D: Email from Mountain Green Fire Protection District Chief

Exhibit E: Wildland Urban Interface Map

Exhibit F: Alternative Bonding Request from Gardner Development

Exhibit G: Applicants request for Planning Commission review without certain final details

EXHIBIT B-1

Site Plan

R1-20 1/2 Acre Basis (Phase 1,2,3 & 4)

| | Acres | |
|------------|-------|-------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |

Useable Open Space 16

| | |
|------------------|--------------------|
| Number of Lots | 147 |
| Average Lot Size | 13,772 square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|------------|--------|-------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |

Useable Open Space 45

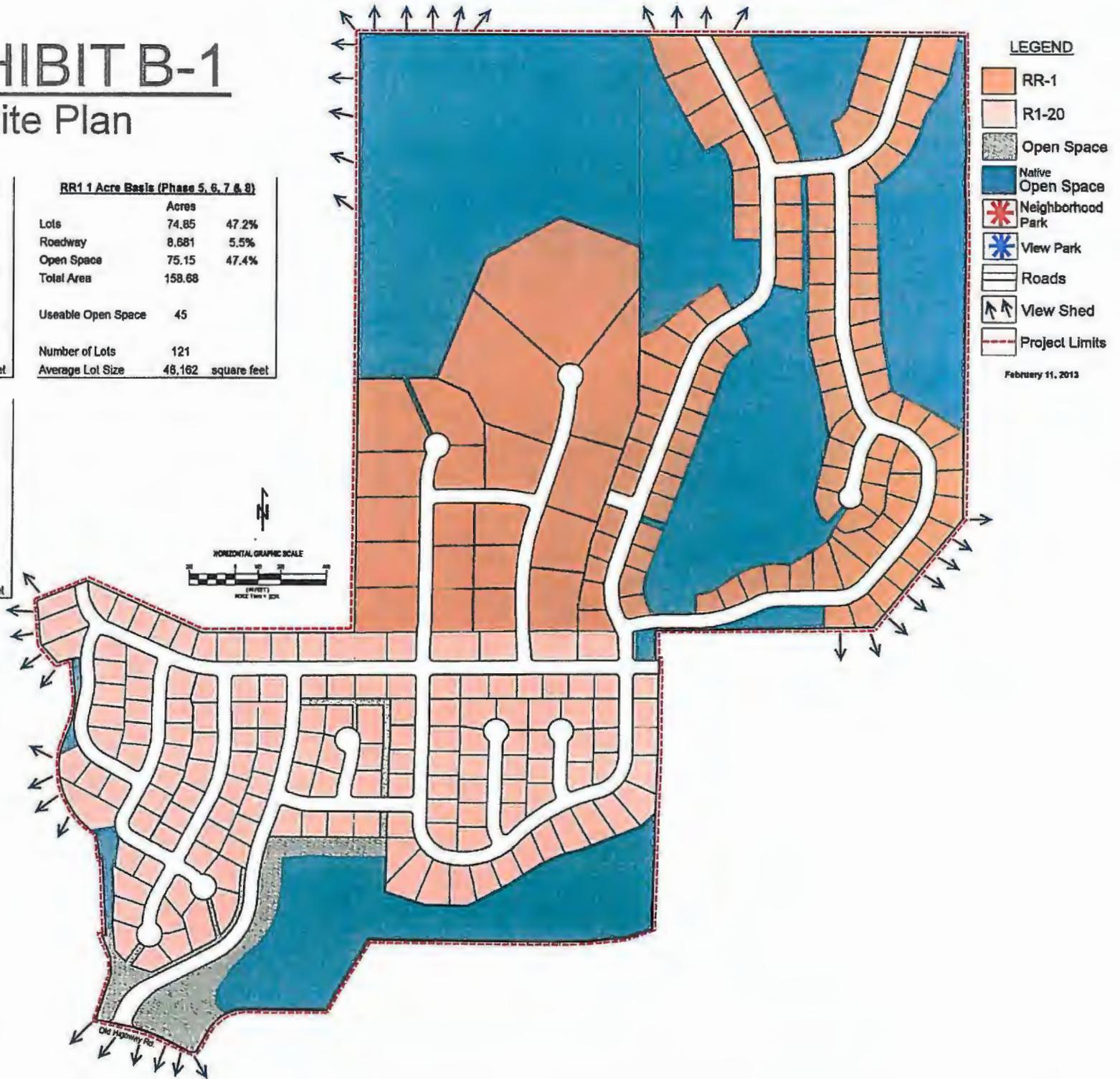
| | |
|------------------|--------------------|
| Number of Lots | 121 |
| Average Lot Size | 48,162 square feet |

RR1 & R1-20 Combined

| | Acres | |
|------------|---------|-------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |

Useable Open Space 81

| | |
|------------------|--------------------|
| Number of Lots | 268 |
| Average Lot Size | 29,967 square feet |



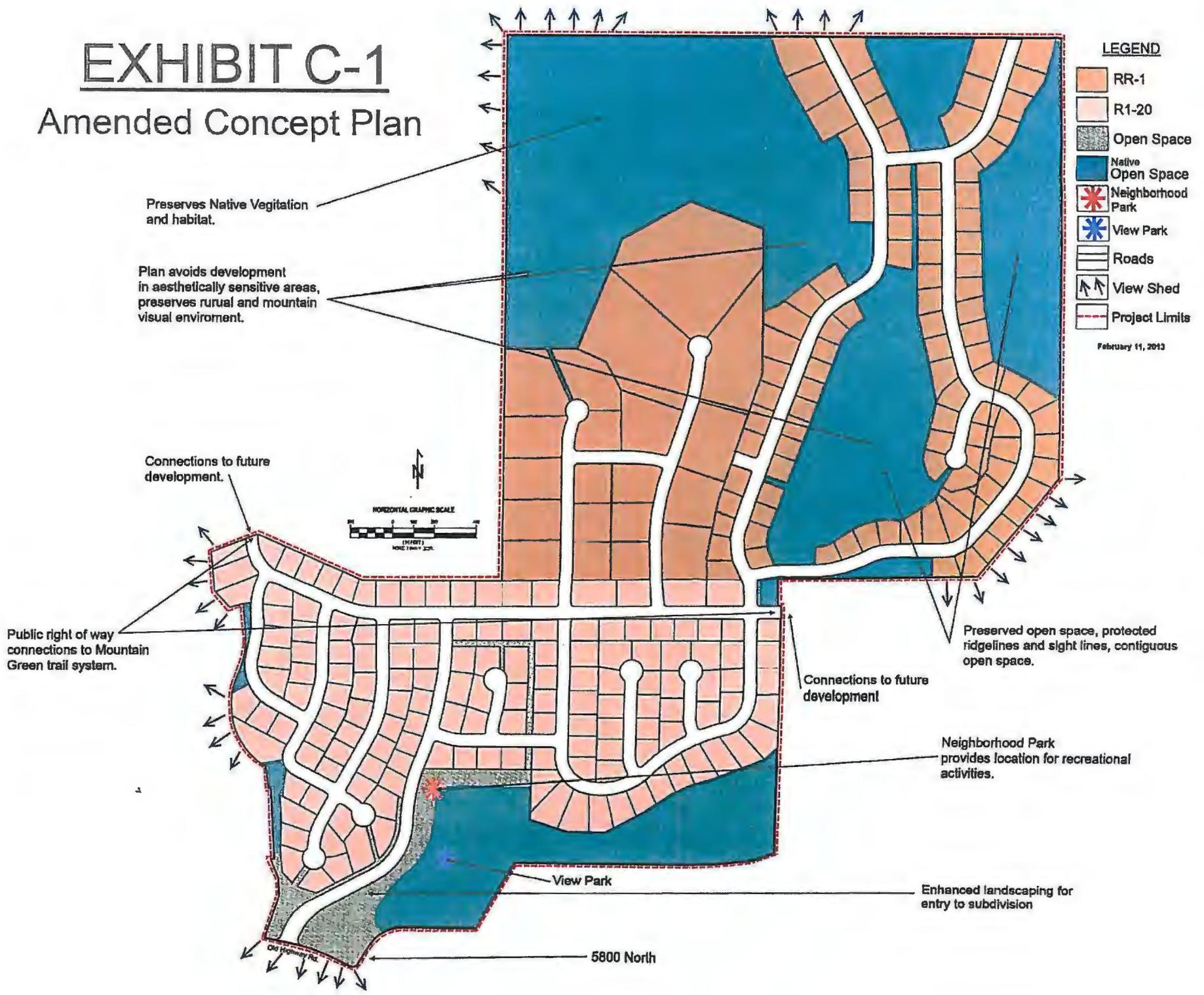
LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

EXHIBIT C-1

Amended Concept Plan



February 11, 2013

Ent 128494 BK 0304 Pg 0647

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT D-1

Approved Use

RR1-20 1/2 Acre Basis (Phase 1, 2, 3 & 4)

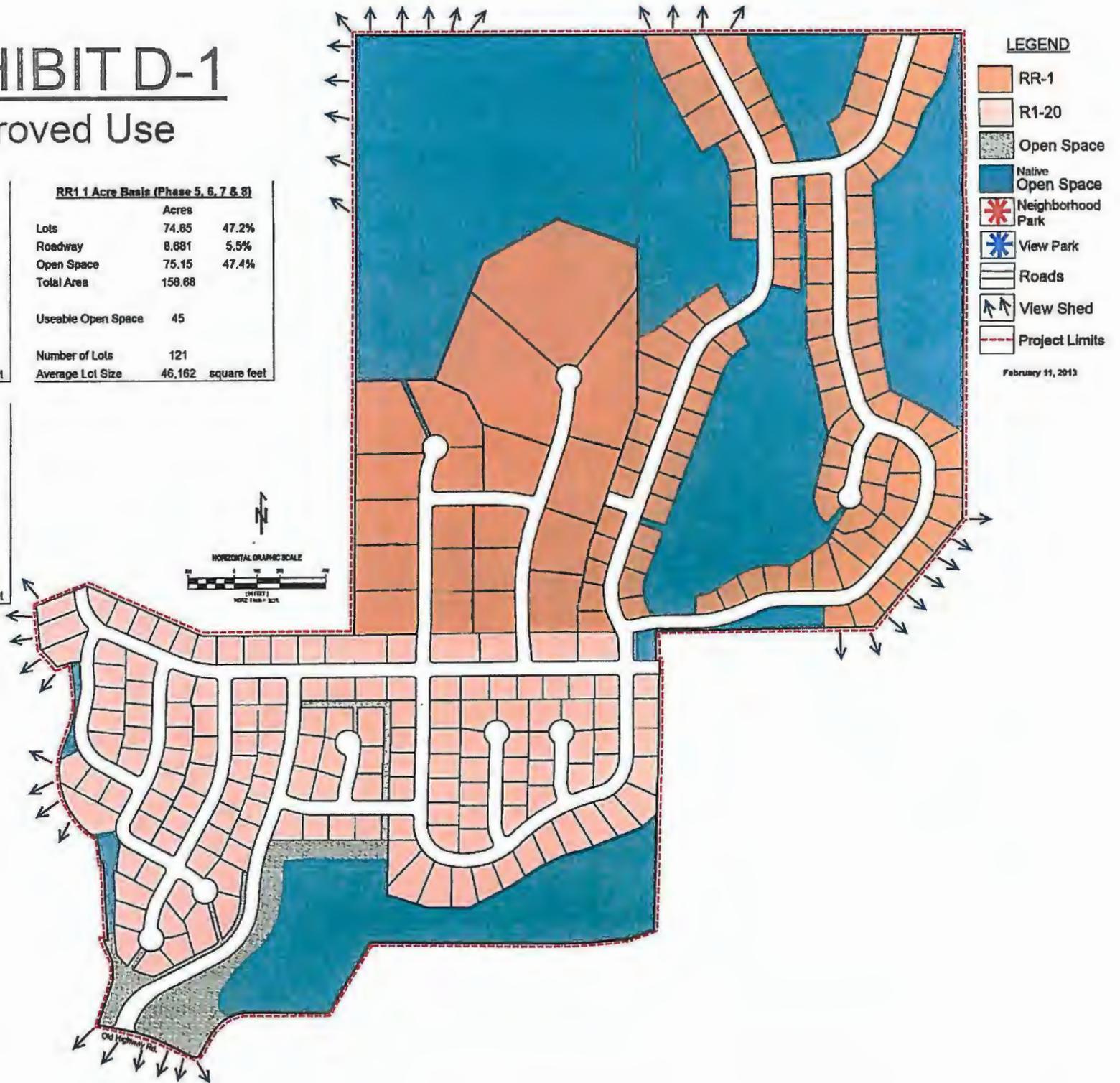
| | Acres | |
|--------------------|--------------|-------------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |
| | | |
| Useable Open Space | 16 | |
| | | |
| Number of Lots | 147 | |
| Average Lot Size | 13,772 | square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|--------------------|---------------|-------------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |
| | | |
| Useable Open Space | 45 | |
| | | |
| Number of Lots | 121 | |
| Average Lot Size | 46,162 | square feet |

RR1 & R1-20 Combined

| | Acres | |
|--------------------|----------------|-------------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |
| | | |
| Useable Open Space | 61 | |
| | | |
| Number of Lots | 268 | |
| Average Lot Size | 29,967 | square feet |



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

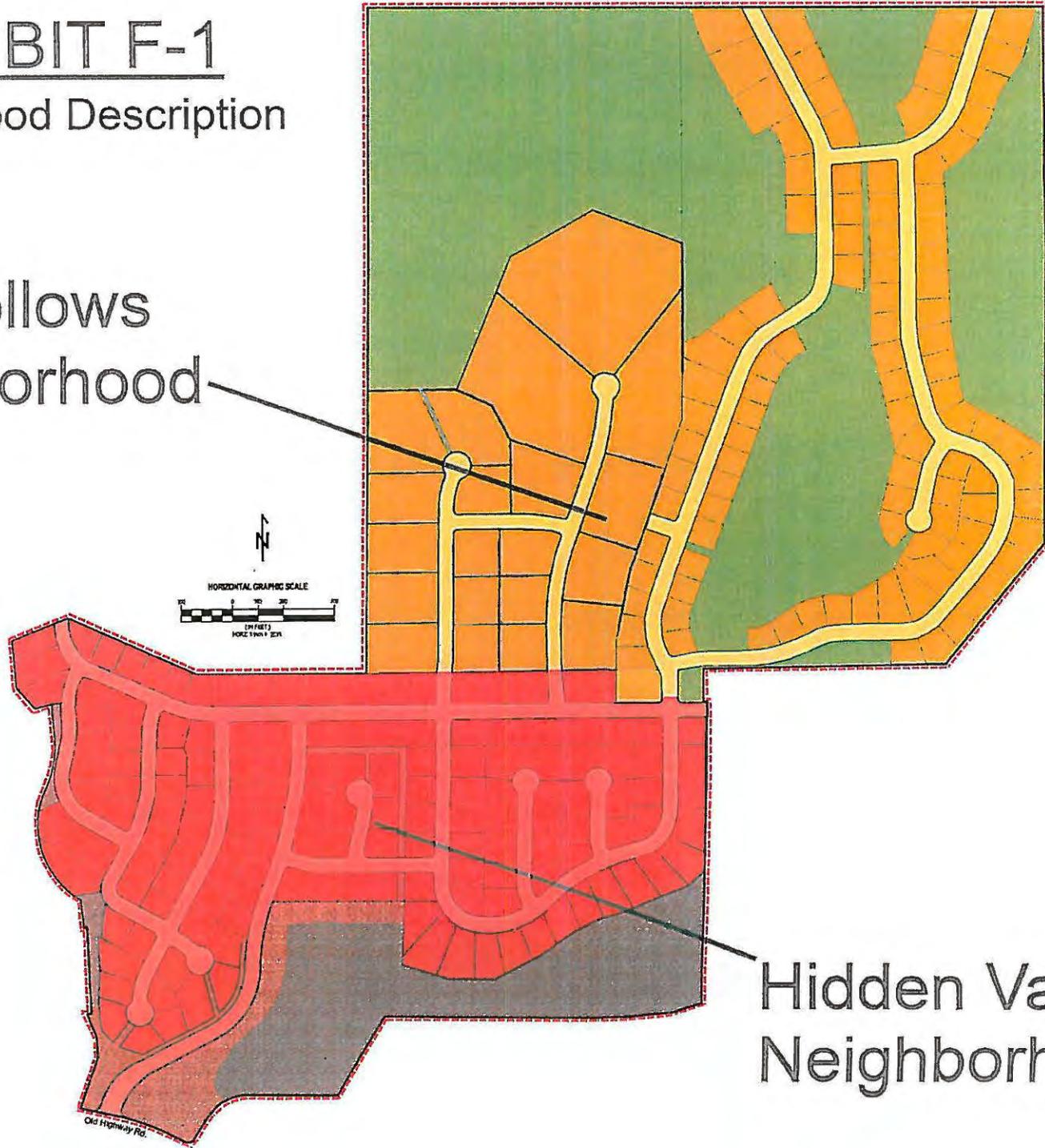
Ent 128494 BK 0304 Pg 0648

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT F-1

Neighborhood Description

The Hollows
Neighborhood



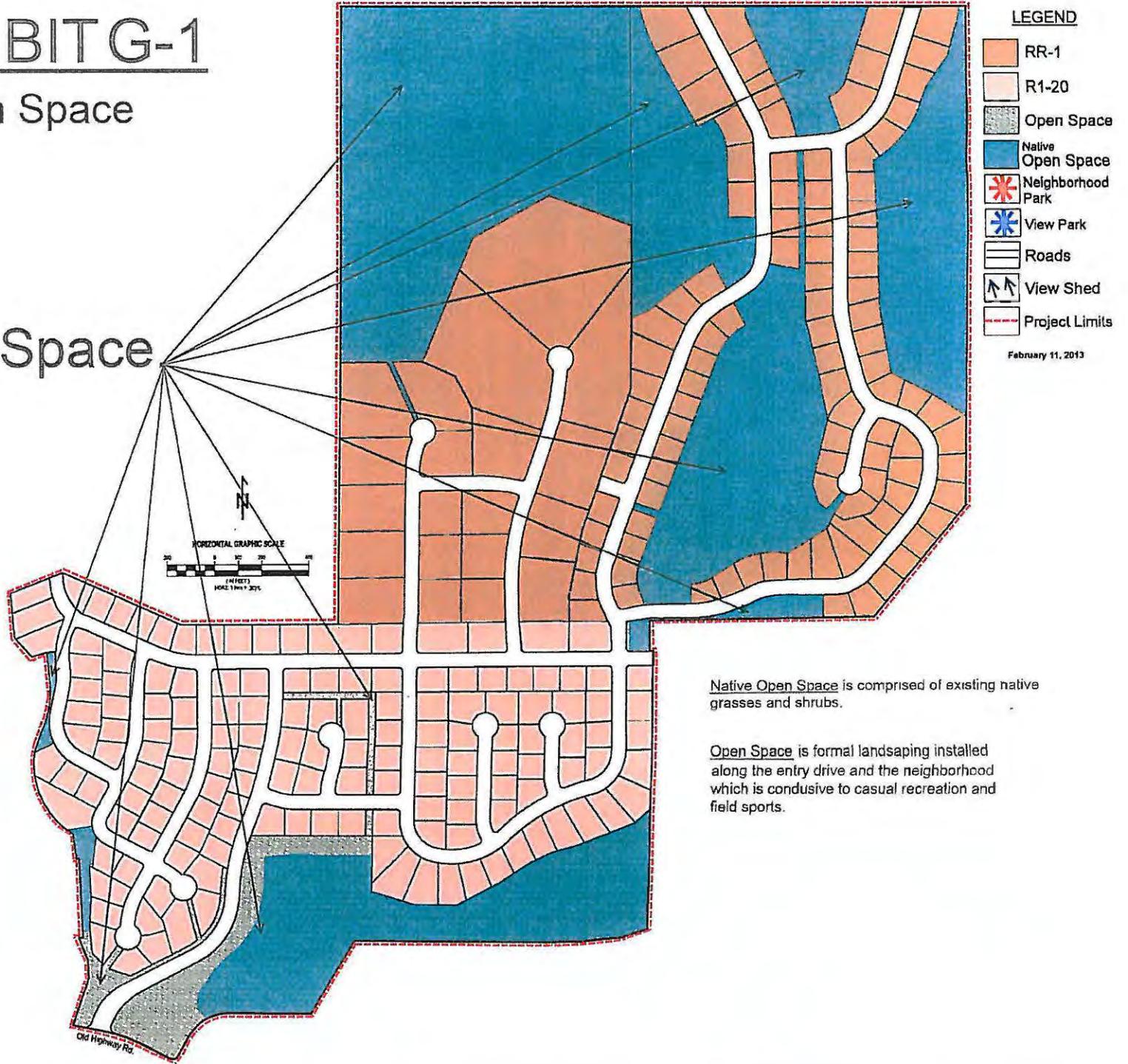
- LEGEND
- RR-1
 - R1-20
 - Open Space
 - Native Open Space
 - Neighborhood Park
 - View Park
 - Roads
 - View Shed
 - Project Limits
- February 11, 2013

Ent 128494 Bk 0304 Pg 0649

EXHIBIT G-1

Open Space

Open Space



Native Open Space is comprised of existing native grasses and shrubs.

Open Space is formal landscaping installed along the entry drive and the neighborhood which is conducive to casual recreation and field sports.

EXHIBIT H-1

Parks

Neighborhood Park

View Parks



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

Neighborhood Park: Grass area conducive to casual recreation and field sports.

View Park: destination park with boulder to sit on and enjoy the view to the west.

Ent 128494 Bk 0304 Pg 0651

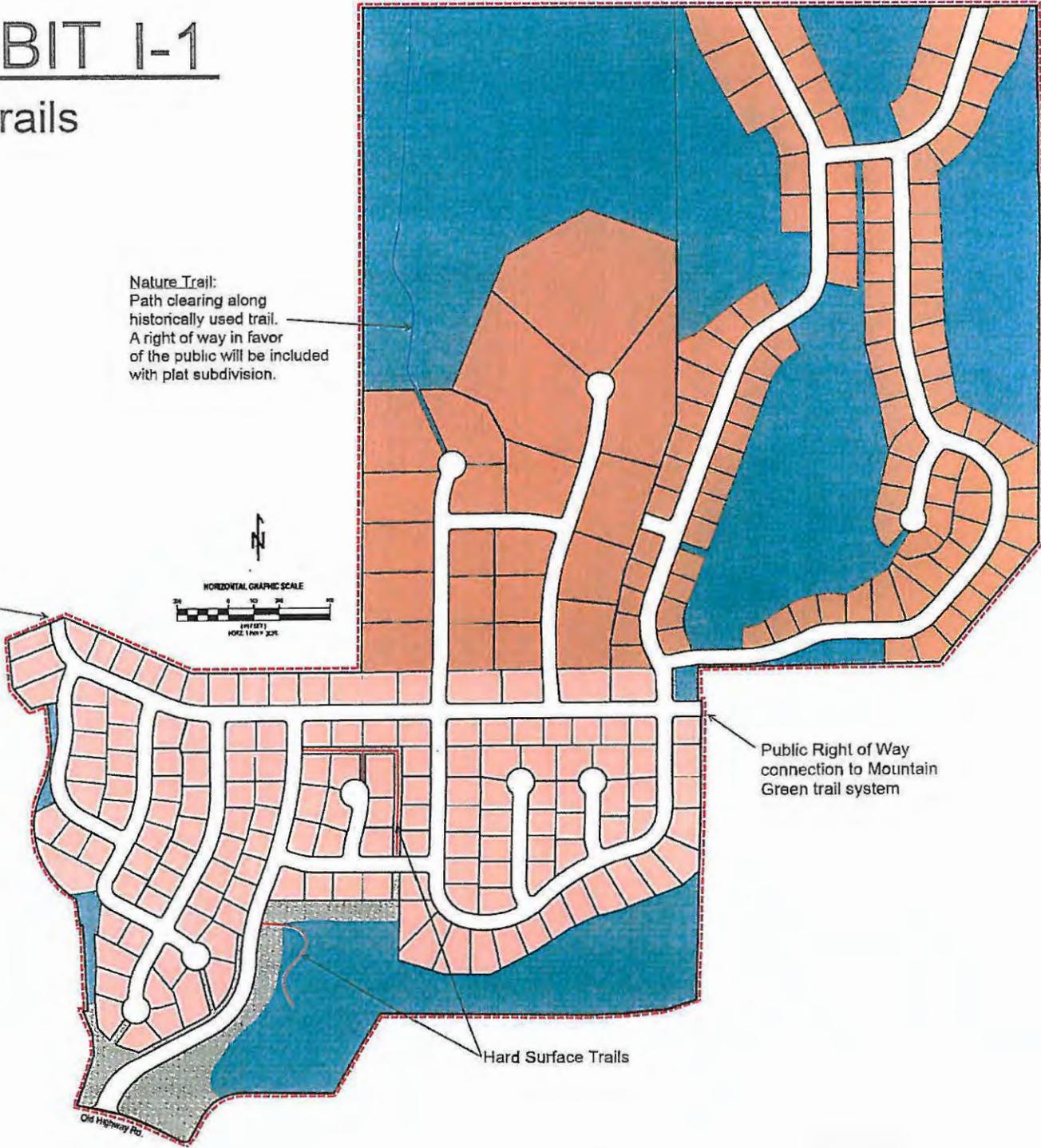
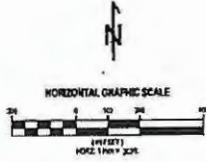
Exhibit A: Rollins Ranch Concept Plan

EXHIBIT I-1

Trails

Public Right of Way connection to Mountain Green trail system

Nature Trail:
Path clearing along historically used trail.
A right of way in favor of the public will be included with plat subdivision.



Public Right of Way connection to Mountain Green trail system

Hard Surface Trails

- LEGEND**
- RR-1
 - R1-20
 - Open Space
 - Native Open Space
 - Neighborhood Park
 - View Park
 - Roads
 - View Shed
 - Project Limits

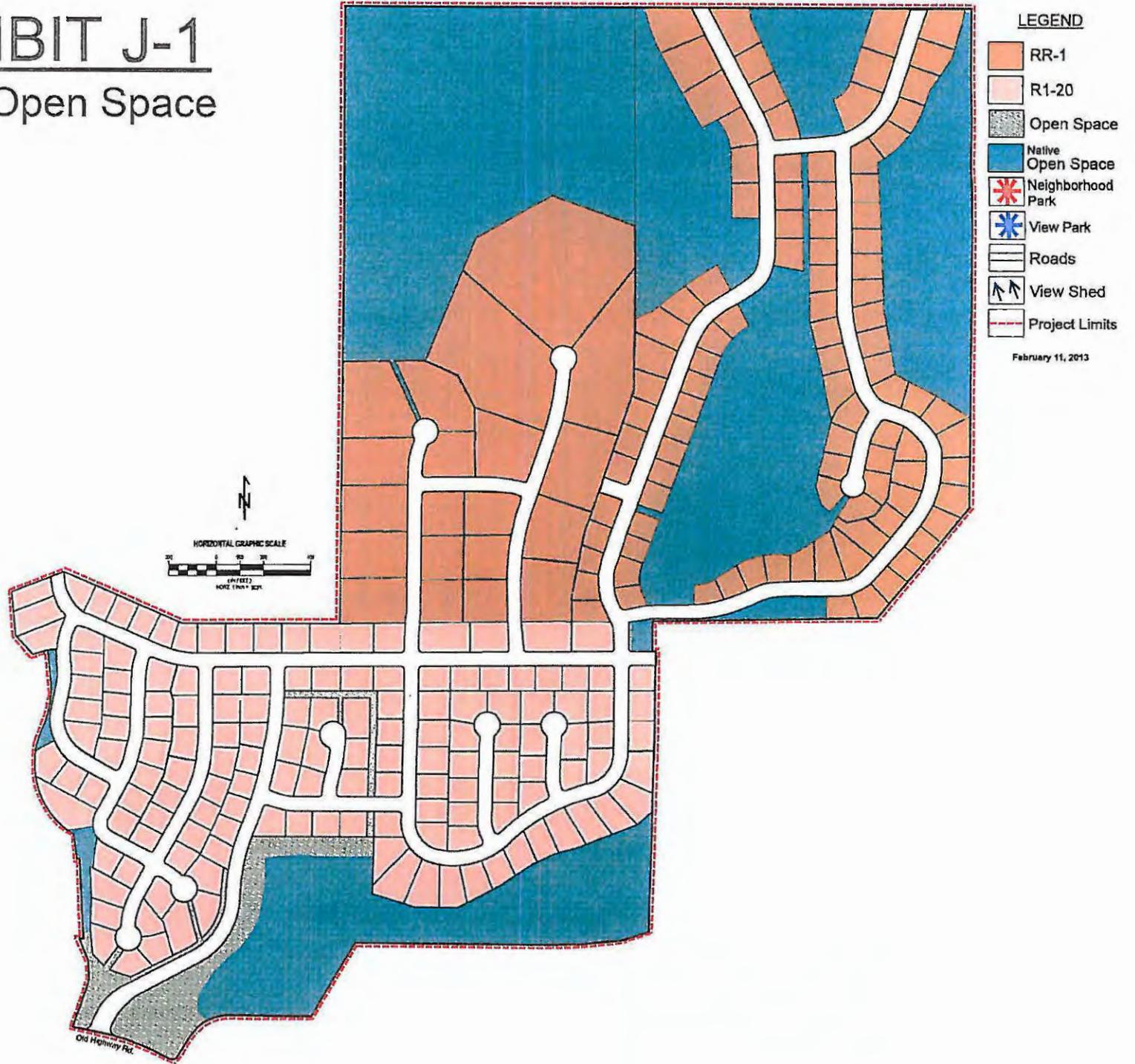
February 11, 2013

Ent 128494 BK 0304 Pg 0652

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT J-1

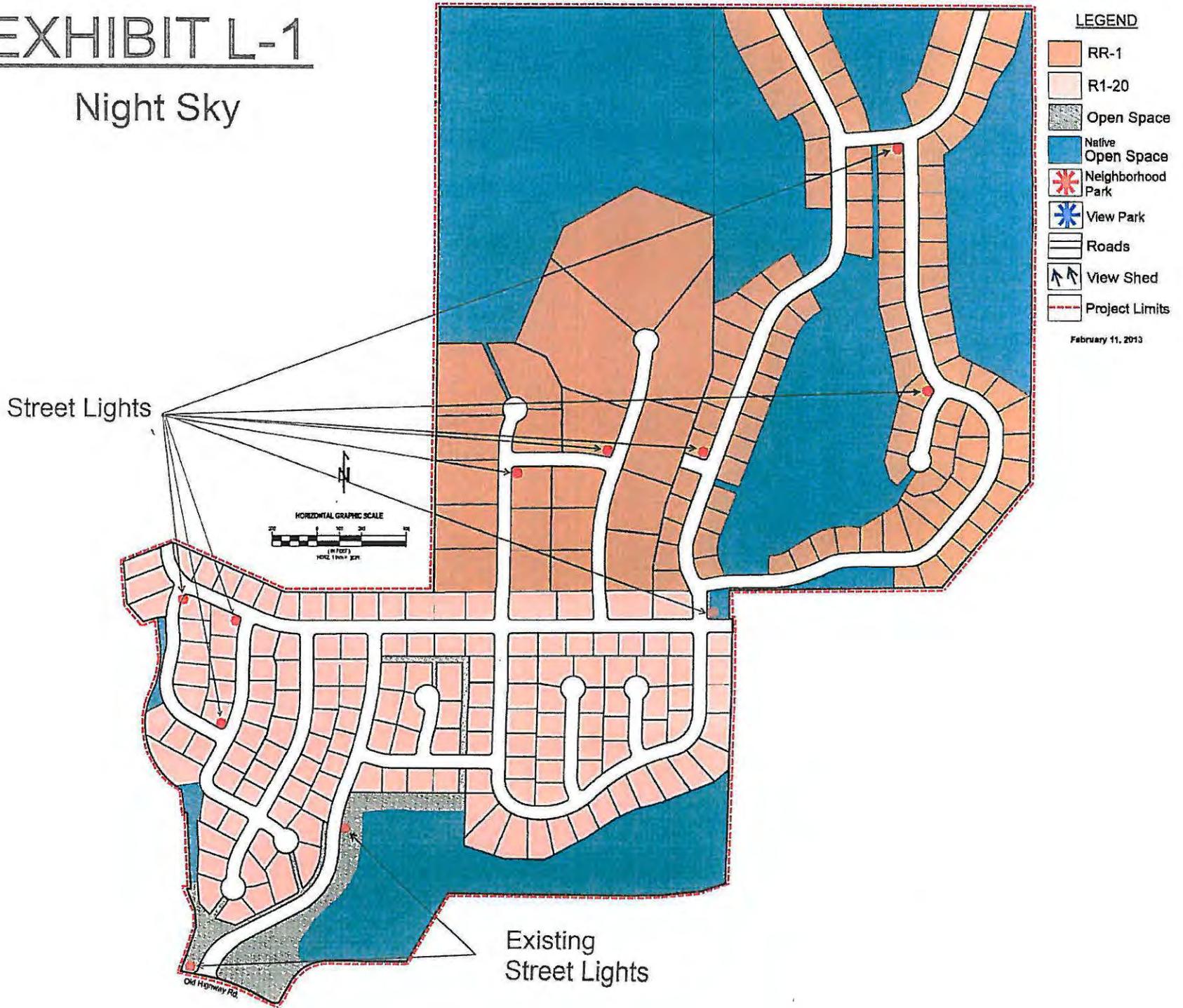
Native Open Space



Ent 128494 BK 0304 Pg 0653

EXHIBIT L-1

Night Sky



Ent 128494 BK 0304 Pg 0654

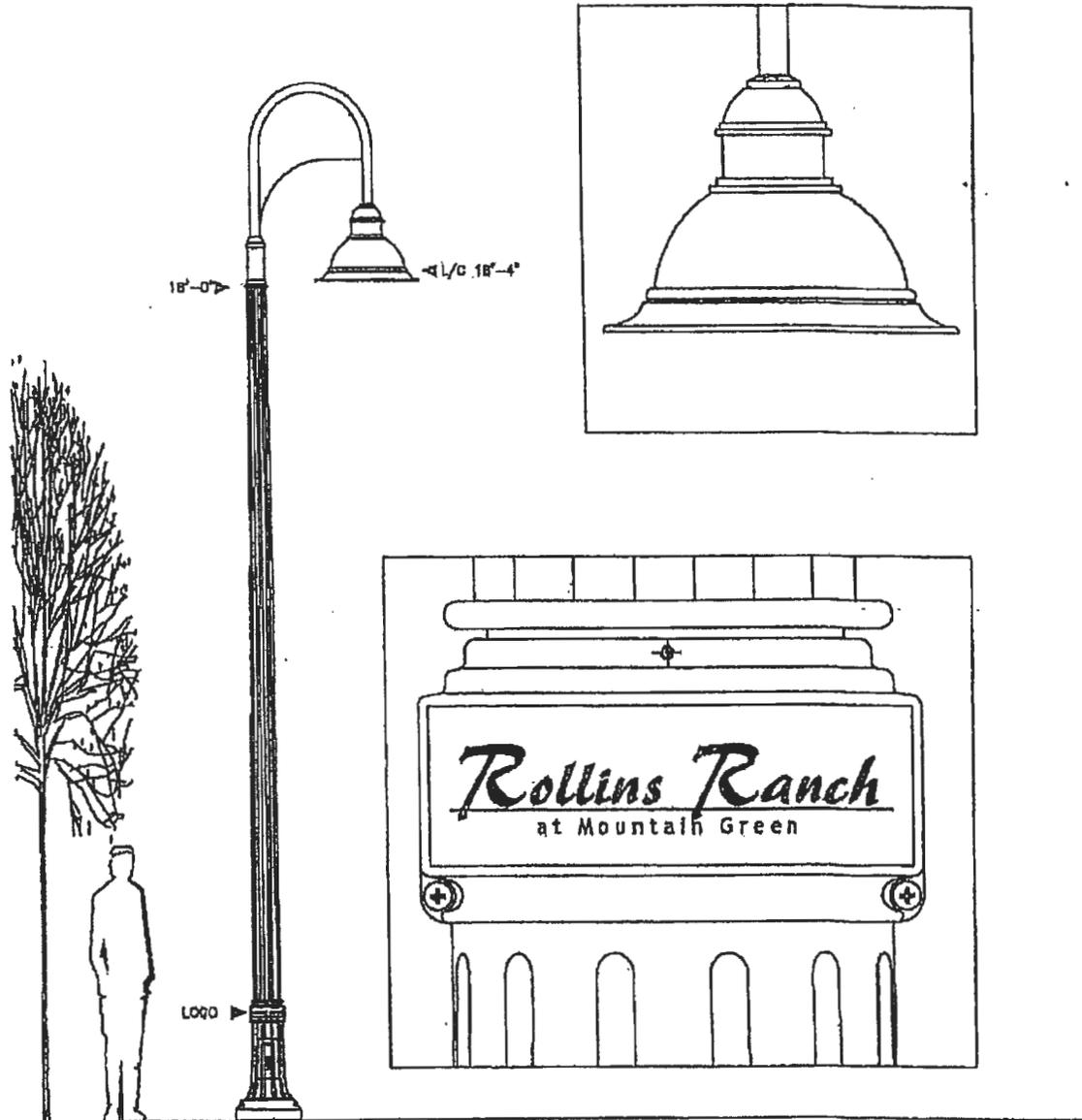
DEVELOPMENT AGREEMENT

EXHIBIT L-1 (Page 2)

(Night Sky)

640, 944 Carré Blvd
Bainbridge (Ga), Canada, VT 027
Tel: (855)450-7040
Fax: (855)450-1485

PRESENTATION



NOTE: Bracket orientation must be determined

DMS50

1:35

LUS482040-47038A



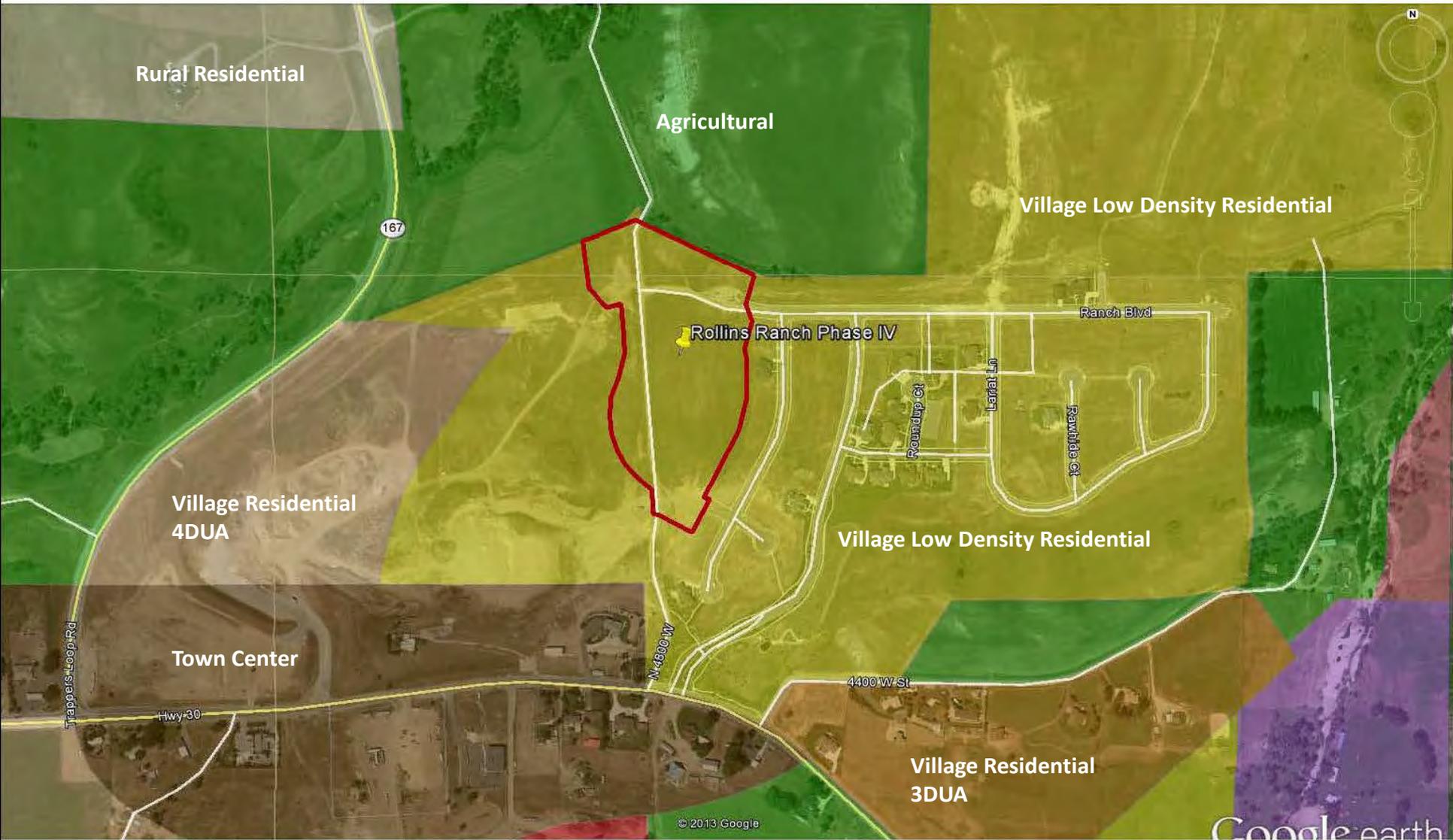
11-04-05

GM

Exhibit B: Future Land Use and Zoning Maps; Zone Map



Exhibit B: Future Land Use and Zoning Maps; Future Land Use Map



GENERAL NOTES:

- 1. PROPERTY IS ZONED R1-30 RESIDENTIAL.
2. ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS (P.U. & D.E.) ARE 10' FRONT, 10' SIDE AND 10' REAR UNLESS OTHERWISE NOTED HEREON.
3. LOT COVERAGE IS LIMITED TO 25% OF THE LOT AREA. COVERAGE IS DEFINED AS THE TOTAL LOT AREA COVERED BY FOUNDATION AREAS OF ALL STRUCTURES, INCLUDING THE LIVING AREA, PORCHES, GARAGES, AND ACCESSORY BUILDING AREA.
4. PARCEL 'A' IS A NATIVE OPEN SPACE PARCEL TO BE OWNED AND MAINTAINED BY THE ROLLINS RANCH HOME OWNERS ASSOCIATION, AND IS TO REMAIN AS 'NATIVE GROUND'.

NOTE: UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN...

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES...

SIGNED THIS DAY OF 2013

MORGAN COUNTY SURVEYOR

MOUNTAIN GREEN SECONDARY WATER COMPANY

APPROVED THIS DAY OF 20 BY THE MOUNTAIN GREEN SECONDARY WATER COMPANY

COTTONWOOD MUTUAL WATER COMPANY

APPROVED THIS DAY OF 20 BY THE COTTONWOOD MUTUAL WATER COMPANY

MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT APPROVAL

APPROVED THIS DAY OF 20 BY THE MOUNTAIN GREEN SEWER IMPROVEMENT DISTRICT.

COUNTY ATTORNEY'S APPROVAL

APPROVED THIS DAY OF 20 BY THE COUNTY ATTORNEY.

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYOR'S OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS ON RECORD IN THE MORGAN COUNTY OFFICES...

COUNTY ENGINEER'S APPROVAL

APPROVED THIS DAY OF 20 BY THE MORGAN COUNTY ENGINEER

COUNTY COUNCIL APPROVAL

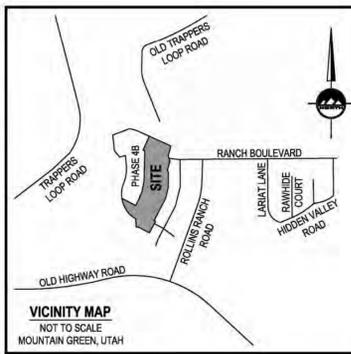
APPROVED THIS DAY OF 20 BY THE MORGAN COUNTY COUNCIL.

ROLLINS RANCH PHASE 4A SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MT. GREEN, MORGAN COUNTY, UTAH

LEGEND

- SECTION CORNER
EXISTING STREET MONUMENT
PROPOSED STREET MONUMENT
SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSGN ENG. & LAND SURV.'
P.U./D.E.= PUBLIC UTILITY & DRAINAGE EASEMENT
PUBLIC UTILITY EASEMENTS
RESTRICTED BUILD AREA (15% - 25% SLOPE)
UNBUILDABLE AREA (25% OR STEEPER SLOPE)
ACCESS AND PIPELINE EASEMENT
RESIDENTIAL BUILDING ENVELOPE



SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164366 as prescribed under laws of the State of Utah. I further certify that by authority of the Owners, I have made a survey of the tract of land shown on this plat and described below...

BOUNDARY DESCRIPTION

Beginning at the Northwest Corner of Lot 139 of Rollins Ranch Phase 1 Subdivision, a subdivision recorded in the office of the Morgan County Recorder, said point being North 89°59'19" West 658.01 feet along the north line to an angle point in the north line of Rollins Ranch Phase 1 Subdivision and North 65°51'32" West 16.28 feet along the north line to the Northwest Corner of Lot 139 of Rollins Ranch Phase 1 Subdivision from the North Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running: Thence South 15°48'23" West 122.00 feet along the west line to the Southwest Corner of Lot 139 of Rollins Ranch Phase 1 Subdivision, also being on the north line of Ranch Boulevard...

OWNER'S DEDICATION

I, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and open space, do hereby dedicate to the public, and do warrant, defend, and save the County harmless against any encumbrance or encumbrances on the dedicated streets which will interfere with the County's use, operation, and maintenance of the streets and do further dedicate the easements as shown.

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH, County of MORGAN, J.S.S. On the day of A.D., 20, personally appeared before me, the undersigned Notary Public, in and for said County of in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the of a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

ROLLINS RANCH PHASE 4A SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MT. GREEN, MORGAN COUNTY, UTAH

MORGAN COUNTY RECORDER

ENTRY NO. FILED FOR RECORD AND PAID RECORDED THIS DAY OF AT IN BOOK OF OFFICIAL RECORDS PAGE

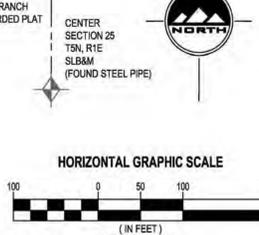
CURVE TABLE

Table with columns: CURVE, RADIUS, LENGTH, DELTA, BEARING, CHORD. Lists curve data for various points in the subdivision.

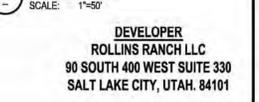
MONUMENT TABLE

Table with columns: MONUMENT, BEARING, DISTANCE. Lists monument data for various points in the subdivision.

HORIZONTAL GRAPHIC SCALE



DETAIL A



PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL THIS DAY OF 20 BY THE COUNTY PLANNING COMMISSION.

ROLLINS RANCH PHASE 4A SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 25 AND THE SOUTHWEST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MT. GREEN, MORGAN COUNTY, UTAH

MORGAN COUNTY RECORDER

ENTRY NO. FILED FOR RECORD AND PAID RECORDED THIS DAY OF AT IN BOOK OF OFFICIAL RECORDS PAGE

LAYTON

1485 West Hillfield Rd. Suite 204 Layton UT 84041 Phone: 801.547.1100 Fax: 801.593.6315

SALT LAKE CITY

TOOLE Cedar City Phone: 435.865.1453

RICHFIELD

Phone: 435.590.0187



Exhibit D: Email from Mountain Green Fire Protection District Chief

From: [LESTER L STONE](#)
To: [Charles Ewert](#)
Cc: [Skyler Gardner](#); [Brian Doyle](#)
Subject: Re: Fire Access and Rollins
Date: Saturday, September 14, 2013 7:05:41 AM
Attachments: [image002.png](#)
[image005.png](#)

Charlie:

After researching multiple-family dwellings, they pertain to condos/apartments or units that contain anywhere between 4-8 families. Obviously Rollins Ranch does not fall into that category and therefore is not held to the IFC standard to maintain two separate fire access entrances.

With that said, and knowing phase 4 removes a secondary means of egress for emergency personnel, the current entrance to Rollins should be sufficient for fire apparatus to leave safely.

The fire district will stand by their review of phases 4a, 4b, 5 and 6 in a letter dated 23 June 2013. One concern needed to be met and that was the placement of a fire hydrant at the radius of lot 428.

If you have any questions, please let me know.

Les Stone
Chief, Mountain Green Fire Protection District
801.829.2023

----- Original Message -----

From: [Charles Ewert](#)
To: '[LESTER L STONE](#)'
Sent: Monday, September 09, 2013 8:57 AM
Subject: RE: Fire Access and Rollins

Yes. Unsure of the answer for fire access, the council placed a condition on the prelim plat that you were satisfied with the proposal. Considering I already received their application for final, they should've already contacted you. Expect their call. You and I should catch up after they've contacted you for your acceptance/denial of the proposal.



Planning and Development Services Director

Exhibit E: Wildland Urban Interface Map





September 18, 2013

Morgan County
Charles Ewert
Planning & Zoning
PO Box 886
Morgan, UT 84050

RE: Rollins Ranch Subdivision Surety

Dear Charlie;

Enclosed please find a Subdivision Completion Agreement relating to the applications pending for Rollins Ranch Phases 4, 5 and 6. The agreement is currently written for Phase 6 but is applicable to each of the applications.

After the final approval of the subdivision, Rollins Ranch would like to install the improvements relating to the approved phase prior to plat recording and surety. Upon completion of the improvements the County will inspect the subdivision for conditional acceptance, record the approved subdivision plat and Rollins Ranch will deposit 10% surety for the warranty period of the improvements.

With the recording of the plat occurring after subdivision completion; Rollins Ranch will be required to complete the subdivision before any lots can be sold or permits issued. The County will have the ability to guarantee the completion of the improvements through this same plat recording.

This process has been successfully used in other projects involving Gardner Development including the storm drain installed along Old Highway and approved by the Council on August 2, 2011.

Rollins Ranch requests that the County Council motion include an approval of the attached agreement which gives greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Skyler Gardner", is written over a horizontal line.

Skyler Gardner

SUBDIVISION COMPLETION AGREEMENT
FOR
ROLLINS RANCH PRUD—PHASE 6

THIS AGREEMENT (“**Agreement**”), entered into as of the ____ day of September, 2013 (the “**Effective Date**”), and is made by and between MORGAN COUNTY, a Utah municipal corporation (“**County**”), and Rollins Ranch, LLC, a Utah limited liability company (“**Rollins Ranch**”). The County and Rollins Ranch (collectively the “**Parties**”) hereby agree as follows:

Recitals

WHEREAS, in conjunction with development of Rollins Ranch PRUD, Phase 6 (the “**Subdivision Phase**”), the County has approved a final plat of subdivision for the Subdivision Phase titled “Rollins Ranch PRUD, Phase 6” (the “**Final Plat**”), a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, Rollins Ranch intends to improve or cause to be improved various public infrastructure improvements shown on the Final Plat (collectively, the “**Infrastructure**”) and to subsequently dedicate the Infrastructure to the County pursuant to the recordation of the Final Plat; and

WHEREAS, the County and Rollins Ranch have agreed that prior to the County’s acceptance of the Improvements and recordation of the Final Plat, the Infrastructure will need to be completed by Rollins Ranch and inspected and accepted by the County; and

WHEREAS, the Parties wish to set forth in this Agreement the requirements for Rollins Ranch’s completion of the Infrastructure and the procedure and standards governing the County’s inspection and acceptance of the Infrastructure.

Agreement

NOW, THEREFORE, the above recitals are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties further agree as follows:

1. Completion of Infrastructure. Rollins Ranch shall complete, correct and/or replace, as applicable, the Infrastructure, as the same is more particularly described on the Final Plat and the approved plans and specifications for the Subdivision Phase (the “**Work**”), which plans and specifications are attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Specifications**”). Unless otherwise agreed in writing by the County, the Work shall be completed no later than November 30, 2014 (the “**Completion Date**”), and shall be completed in accordance with the Specifications.

2. Inspection of the Work. Within seven (7) calendar days of completion of the

Exhibit F: Alternative Bonding Request from Gardner Development

Work and at a time mutually agreed upon by the Parties, the County shall inspect the Work to verify that such Work has been completed in accordance with the Specifications (the “**Inspection**”). Within seven (7) calendar days after the Inspection, the County shall provide to Rollins Ranch one of the following: a) a list of items failing to meet Specifications (the “**Correction List**”); or b) written acknowledgment that there are no outstanding items to be completed or repaired and the Work is accepted by the County. The County agrees that it shall not unreasonably withhold, condition or delay the County’s approval and initial acceptance of the Work, provide such Work is completed in accordance with the Specifications.

3. Correction List. Upon receipt of a Correction List, if applicable, Rollins Ranch shall thereafter complete, or cause to be completed, all construction and repair items within thirty (30) calendar days. A re-inspection shall be performed by the County at a time mutually agreed upon by the Parties; provided, however, such re-inspection shall be done no later than thirty (30) calendar days after delivery of the Correction List to Rollins Ranch. The re-inspection shall be performed in accordance with the requirements of Section 2 of this Agreement.

4. Warranty Period. Upon the County’s initial acceptance of the Improvements, Rollins Ranch shall execute and deliver to the County a Cash Escrow Guarantee Agreement in the form attached hereto as **Exhibit “C”** (the “**Guarantee Agreement**”), which Guarantee Agreement shall require the Improvements to remain free from any damage arising from any defects in construction, materials and workmanship for a period of one year following the County’s initial acceptance of the Work, and further require Rollins Ranch to deposit with the County pursuant to such Guarantee Agreement the sum of \$ _____ (the “Cash Deposit”), which amount represents ten percent (10%) of the County Engineers estimate to complete the Improvements.

5. Acceptance of Subdivision Phase; Processing of Building Permits. The County hereby agrees that upon Rollins Ranch’s completion of the Work, delivery of the Guarantee Agreement and deposit of the Cash Deposit pursuant to the requirements of this Agreement, the County will: (a) initially accept the Subdivision Phase and commence providing County services to the Subdivision Phase; (b) record, or cause to be recorded the Final Plat; (c) accept applications for building permits for lots within the Subdivision Phase; and (c) grant certificates of occupancy for residences constructed within the Subdivision Phase that are constructed pursuant to duly issued building permits and in accordance with the plans and specifications approved by the County in connection with such permits.

6. Integration. This Agreement replaces any prior agreements, verbal or written, between the Parties, and contains their complete understanding with regard to the subject matter hereof. No promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by both Parties.

7. Attorneys’ Fees. Should an action be brought to enforce the terms of this Agreement by either party, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in any such matter.

8. Notice. Notice to Rollins Ranch or the County shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

Exhibit F: Alternative Bonding Request from Gardner Development

9. No Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to Rollins Ranch and the County and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. The County shall not be liable to claimants or others for obligations of Rollins Ranch under this Agreement.

10. Waiver. The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

11. Time is of the Essence. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

12. Governing Law. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah.

13. Successors. Rollins Ranch and County, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of Rollins Ranch and the County respectively.

14. Modification. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

15. Captions. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

16. Severability. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

Exhibit F: Alternative Bonding Request from Gardner Development

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF MORGAN

By: _____
Its: _____

ATTEST:

Attest: _____
County Recorder

Rollins Ranch, LLC

By: _____
Its: Manager

EXHIBIT A
TO
SUBDIVISION COMPLETION AGREEMENT

(Final Plat for the Subdivision Phase)

[See Attached]

EXHIBIT B
TO
SUBDIVISION COMPLETION AGREEMENT

(Plans and Specifications for the Final Phase)

[See Attached]

EXHIBIT C
TO
SUBDIVISION COMPLETION AGREEMENT

(Guarantee Agreement)

[See Attached]

Exhibit G: Applicants request for Planning Commission review without certain final details

From: [Skyler Gardner](#)
To: [Charles Ewert](#)
Cc: [Dan Bridenstine](#); [Rulon Gardner](#)
Subject: Re:
Date: Wednesday, September 18, 2013 5:26:11 PM
Attachments: [RR Surety letter.pdf](#)
[Subdivision Completion Agreement--Phase 6 - 1.doc](#)
[RR questar will serves.pdf](#)

Charlie,

Attached please find:

- 1) Formal letter requesting infrastucture prior to surety and recording plat.
- 2) Subdivision Completion Agreement to go along with letter
- 3) Copies of Phase 5 and 6 questar letters.

I have been actively working with the Engineer and Title Company to address the other items but it looks like it is going to take a little longer than expected, so please accept this email as a written request to be on the Sept. 26 commission agenda. I am confident that by that time correction will have been made to the requested items.

Skyler

Skyler Gardner
[801.528.1313](tel:801.528.1313)
Skyler@rcgardner.com

On Tue, Sep 17, 2013 at 7:59 PM, Charles Ewert <cdewert@morgan-county.net> wrote:

Skyler and Dan,

Here are the comments I promised. I failed to provide a more full review of 5-6, but will work on them out of the office tomorrow and get any noted changes to you ASAP. I need you to address each of these issues by Thursday at noon. If for some reason you can't, please submit a statement in writing that you still want it on the Sep 26th meeting, and I will be sure it is there.

1. I have the same comments on 4a as I show on the attached 4b.
2. Surveyors comments on the attached and the previous redlines should be addressed, with a resubmittal no later than Thursday at noon. Please send an electronic version of the resubmittal to von hill at vrhill@hillargyle.com for his expedited review.
3. Please address all of the items in the Title report, and explain whether they are an issue or why they are not.



48 West Young Street
Morgan, UT 84050
(801) 845-4015

STAFF REPORT
September 19, 2013

To: Morgan County Planning Commission
Business Date: September 26, 2013

Prepared By: Charles Ewert, Planning Director

Re: **Final Plat Approval of the Rollins Ranch Phase 5 Subdivision**

Application No.: 13.109
Applicant: Rollins Ranch, L.L.C.
Project Location: Approximately 5100 North Lariat Lane, on the northern side of the Rollins Ranch Development
Zoning: RR-1 Zone
Acreage: Approximately 13.567 acres (Approximately 590,972 ft²)
Request: Final plat approval a 10 lot subdivision known as the Rollins Ranch Phase 5 subdivision

SUMMARY

This application is the first phase of the “Hollows Neighborhood¹.” The Hollows Neighborhood is an area in the Rollins Ranch Development that comprises all of the original phases 5-8. Proposals for development in Rollins Ranch are highly regulated, with requirements of a development agreement and County subdivision ordinances guiding the County’s review.

The proposal includes 10 lots and one open space parcel. Each lot is provided access and frontage from new proposed public streets. The lots and streets are in general compliance with the Rollins Ranch Concept plan. Staff have provided an in-depth review of the proposal and are recommending approval contingent on the conditions provided herein². The Planning Commission will want to pay specific attention to the applicants request for bonding methods, as it is unique to that typically administered in Morgan County.

BACKGROUND

¹ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

² As of the writing of this report the applicant has been unable to provide all information requested from staff. Considering the Planning Commission’s recent request that no final application be forwarded with conditions intended to compensate for incomplete staff review, Staff advised the applicant that the project was not ready for Planning Commission review. However, the applicant submitted a written request for the review (Exhibit H of this report) anyway. Under State law requirements the applicant has a right to the review. The incomplete items are fairly ministerial, and if the Planning Commission can make a positive recommendation with the proposed conditions Staff can effectively monitor the execution of a more complete final plat.

The Rollins Ranch Development is a master planned community that received certain development rights in 2006. At that time a development agreement was negotiated with the County for the development. That agreement has been amended twice since³, including the minor modifications of the overall concept plan⁴ that specifically provided for the reconfiguration of lots as provided in this proposal.

The developer received conditional approval from the County Council for preliminary plat on August 20, 2013⁵. With the conditions listed herein it appears that the proposal meets the terms of that approval.

ANALYSIS

General Plan and Zoning. Pursuant to the Future Land Use Map of the area⁶ the future land use designation is Village Low-Density Residential. The Village Low Density Residential designation provides for a lifestyle with planned single family residential communities, which include open space, recreation and cultural opportunities, including schools, churches and neighborhood facilities located in established village areas (formerly area plan boundaries) or master planned communities. The residential density is a maximum of 2 units per acre⁷.

It can be observed that the Concept Plan⁸ of the Rollins Ranch Development Agreement meets these standards. It can also be observed that the proposed subdivision generally follows the approved Concept Plan.

The entire property has approximately 13.567 acres in the RR-1 zone⁹. The purposes of the RR-1 zone are as follows¹⁰:

1. The purposes of providing a rural residential district are:
 - a. To promote and preserve in appropriate areas conditions favorable to large lot family life;
 - b. Maintaining a rural atmosphere;
 - c. The keeping of limited numbers of animals and fowl; and
 - d. Reduced requirements for public utilities, services and infrastructure.
2. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.

The County determined at the time the Rollins Ranch Development Agreement was approved that it met the intent of this purpose.

Subdivision Layout. The proposed subdivision¹¹ is on the northern most side of the Rollins Ranch Development. The subdivision consists of a total of 10 lots, with new streets. There is approximately 13.567 acres in the platted boundaries, 11.960 acres in lot space, 0.063 acres in open space, and 1.544 acres in roadways. The property is surrounded on the west and north and east with generally undeveloped agricultural lands. To the south is the first three platted phases of the Rollins Ranch Development. The subdivision layout has not changed from the preliminary proposal.

³ Amendment #1: Nov, 2011; Amendment #2: Feb, 2013.

⁴ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

⁵ See the August 20, 2013 County Council minutes for the official motion of approval.

⁶ See Exhibit B of this report for the Future Land Use Map of the area.

⁷ Morgan County 2010 General Plan, Pg. 12.

⁸ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

⁹ See Exhibit B of this report for the Zoning Map of the area.

¹⁰ MCC §8-5A-1.

¹¹ See Exhibit C for the final plat proposal.

Roads and Access. The subdivisions are proposed to be accessed by a single point of entry off of Old Highway Road via Rollins Road and Ranch Blvd. Under today's ordinances this type of terminal street system would not be allowed, however, because the developer is vested in the configuration of the concept plan and former laws, as specifically addressed in the Rollins Ranch Development Agreement¹², it can be interpreted that the proposed access is allowed for these subdivisions.

Each lot has frontage as graphically depicted in the proposal. Even though the required amount of lot width and frontage is not specifically addressed in the Rollins Ranch Development Agreement, it can be observed from the configuration of the concept plan that the typical width and frontage of the 2006 PRUD ordinance¹³ is observed. The 2006 PRUD ordinance required lots within a PRUD subdivision to have a minimum frontage of 100 ft. All proposed lots have more than 100 feet of frontage.

Open Space. The current proposal has approximately 0.063 acres (2,765 sq. ft.) of open space proposed. The general configuration of the open space does not encompass the required open space adjacent (northward) to phase 5 as shown in Exhibit G-1 of the Rollins Ranch Development Agreement. All of the open space to the north of phase 5 is currently planned to be platted with phase 6. Staff are recommending that phase 6 is platted first.

Only 0.4% opens space is being proposed in phase 5. Phase 6 has been revised from the originally proposed preliminary plat to provide for a combined phase 5 and 6 open space area that meets the required 47.4% open space requirement of the development agreement¹⁴, as requested in the preliminary plat approval. Recording of phase 6 first will be critical to ensuring appropriate open space platting.

CC&R's. The Rollins Ranch development is required to have covenants, contracts, and restrictions (CC&R's) recorded against all resulting properties¹⁵. The creation, review, and administration of the CC&R's are not within the purview of the County, but ensuring that the developer follows through with recording them is. Staff recommend a condition of approval to this effect.

Grading and Land Disturbance. The proposal includes extensive grading. The developer intends to cut down the tops of the ridgelines 5'-25' in some areas and fill in valleys with 5'-10' of fill. It appears the applicant is proposing that all earth moving be contained within the site, and no traffic mitigation plan has been proposed or is necessary. During preliminary plat approval the County Council provided for final staff approval of the grading plan so the developer may engage grading work sooner. Staff have yet to provide approval of phase 5 grading because of a lack of cash bond for revegetation, but have reviewed the final plans and offered acceptance of them. When the cash bond is provided grading onsite may commence. Staff recommend keeping the conditions of approval for grading valid for final plat approval as an added protection. The earthwork for the proposed design should be done by the developer with a competent contractor skilled in earthwork operations to insure conformance with the design elevations and grades.

Geologic and Geotechnical Evaluations. Geologic units have been identified for the site, and there are known geologic hazards study areas that exist within the building envelopes of lots and street areas¹⁶. These units include Tn, Qmc, and Qac. A geologic hazards study¹⁷ has been conducted, and the project

¹² See Rollins Ranch Development Agreement §3

¹³ LUMC §16-20-030 (adopted as ordinance #CO-06-15 on Aug. 1, 2006, and recorded on Sep. 7, 2006).

¹⁴ See the tables in Exhibit D of the Rollins Ranch Development Agreement.

¹⁵ See Rollins Ranch Development Agreement §2.3 and Exhibit E of the Agreement.

¹⁶ See Exhibit D of this report.

¹⁷ See MCC §8-51.

geologist and geotechnical engineer has provided the “certifications” required by County Code¹⁸. Staff are recommending that all grading and improvements construction adhere to the recommendations of the AGECE reports¹⁹. County code²⁰ also requires a notice recorded against the property indicating that a hazards study has been conducted.

Water Source. The applicant is proposing culinary water from the Cottonwood Mutual Water Company. A will serve letter has been provided that indicates the company’s willingness and ability to serve the development.

The County has also received verification from the Mountain Green Secondary Water Company that indicates their willingness to serve.

The plat has signature blocks for each of these companies, the signature upon which demonstrates even further their willingness to provide water services to the development in accordance with the requirements of existing code.

Fire Protection. The development should comply with the International Fire Code and the 2006 Wildland Urban Interface Code²¹. Fire controls are administered by the Mountain Green Fire Protection District Chief.

Fire egress was a subject of concern during the preliminary plat approval, as evidenced in the conditions of approval. The applicant has obtained written verification from the Chief Stone indicating that accessibility does not pose a problem given existing laws²². He has reaffirmed his original approval of the proposal.

Sewer System. Sewage will be provided by the Mountain Green Sewer Improvement District. They have provided a conditional will serve letter for the proposal. The applicant should adhere to the sewer district’s requirements for approval.

Storm Water. Storm water plans have been received, and the County Engineer has indicated that the existing Rollins Ranch detention basin has sufficient capacity to accommodate all of the currently proposed phases 4-6. However it should be noted that the detention basin is undersized to also accommodate the future phases 7-8 once they develop. Additional drainage detention facilities will need to be addressed by that owner at that time.

Utilities. The County has received will serve letters from Rocky Mountain Power, Mountain Green Sewer Improvement District, Cottonwood Mutual Water Company and Questar Gas. The construction drawings indicate that service lines will be extended to each lot.

A street light is also being proposed, in compliance with the requirements of Exhibit L-1 of the development agreement. The design of the streetlights should adhere to the standards therein. Operations and maintenance of the streetlights is the responsibility of the HOA.

Bonding. The project is vested in the laws that existed at the time of the development agreement. One

¹⁸ See MCC §8-5I-12(A).

¹⁹ Reports conducted by AGECE dated November 15, 2005 and August 27, 2013.

²⁰ See MCC §8-5I-13.

²¹ The project is not exempt from the requirements of the 2006 Urban Wildland Interface Code, as can be seen on Exhibit E of this report.

²² See Exhibit F for the Fire Chief’s email.

such law is the requirement to bond for infrastructure improvements. The Land Use Management Code²³ of 2006 indicates that there are three types of “sureties” allowed: a “bond”, an escrow, and cash. Current law allows cash only. The bond must be in effect prior to plat recording. Its purpose is to act as a financial guarantee if the developer fails to accomplish the improvements that were required.

State law allows the County to collect up to 110% of the total cost of the development; 100% being held until improvements have been completed, then the remaining 10% held for a one year warranty for materials and workmanship. Considering the difficulties that the County has had in the recent past verifying and administering surety bonds and letters of credit in multiple subdivisions, staff recommends requiring a cash only bond, as provided for in the recommended conditions herein.

The applicant has proposed an alternative to bonding²⁴. Rather than submitting the 110% bond they want the County to allow them to commence construction prior to plat recording, and use the recordation of the plat as the necessary motivation for the improvements to be completed correctly and timely. To do this they have offered the County a subdivision completion agreement. When the improvements have been installed to the County’s satisfaction, they then offer to submit a 10% bond to warranty the subdivision from defects in materials and workmanship in exchange for the plat being recorded. With this method, no lots will be allowed to be sold until *after* all improvements have been installed and the plat is recorded. This method of security has been used in a few other jurisdictions²⁵, but rarely in Morgan County in the recent past. It is not specifically discussed in the 2006 subdivision ordinance²⁶, but is not permitted in today’s ordinances.

If the Planning Commission can find that this alternative is superior to a cash bond, then they should consider amending the recommended conditions seven and eight.

REVIEWS

Planning and Development Services Review. The Morgan County Planning and Development Service Department has completed their review of the subdivision application and has issued a recommendation for approval of the Rollins Ranch Phase 5 Final Plat, application #13.109, with the following comments:

1. The proposal complies with the Morgan County 2010 General Plan.
2. The proposal complies with zoning regulation requirements.
3. The proposal generally complies with the 2006 subdivision regulations.
4. The proposal generally complies with the Rollins Ranch Development Agreement.
5. The proposal appears to comply with the preliminary plat approval.
6. Adequate bonding should be in place prior to plat recording. It is recommended that plat recording occur prior to commencement of construction.

²³ See LUMC §16-18-23.

²⁴ See Exhibit G.

²⁵ The Wasatch County Planning Director and the Weber County Engineer have both confirmed that this method of securing subdivision improvements is not frowned upon in their jurisdictions because regardless of whether the improvements are installed to the satisfaction of the County, no improvements will become public, no lots will be sold, and no building permits will be approved until *after* the plat is recorded. If the developer still fails to complete the improvements then the harm done is on private unsubdivided property, which includes potential drainage and erosion control issues, unsightly conditions, and the inability to collect higher tax revenue out of what would otherwise be subdivision lots.

²⁶ It is possible that it was not specifically addressed in the 2006 ordinances because of the way that UCA §17-27a-604.5 is crafted to also enable this method of improvements security.

Engineering Review Comments. We have reviewed the latest Rollins Ranch Phase 5 drawings for changes requested in our memo of July 31, 2013. All items were addressed with the exception of item number 3 which requires a storm water easement across the Phase 6 property. Runoff water from Lasso lane will drain onto Phase 6 so we have requested the easement to prevent public water from ever running onto private land without drainage rights. We realize that the developer's intend to develop Phase 6 first, but we have no guarantee or control over which streets get built or dedicated before others.

Item 3 also requested the storm water calculations. We received the calculations yesterday and they indicate that the existing detention basin is large enough to detain runoff per County Standards. It appears that the basin may need to be modified once the Ponderosa property develops, but this will obviously not be known until development plans for the property are designed.

An Engineer's Estimate of costs should be submitted to our office for review. Once approved, this estimate will serve as the basis of the improvement guarantee. When plan sets on mylar are ready and the guarantee in place, we can schedule a pre-construction meeting for this project. Please call if you have any questions.

County Surveyor Comments. The County Surveyor has indicated that the legal description on the proposed final plat does not precisely match the title report (minor discrepancies that need to be fixed prior to placing the plat on a mylar). He also recommends that all of the easement issues shown in the title report are better addressed. This can be done by showing them on the plat or explaining them. These issues are accommodated for in the conditions listed in this report.

Fire Chief Comments. The District Fire Chief has indicated that hydrant placement and egress in this proposed subdivision is satisfactory.

STAFF RECOMMENDATION

Staff recommends approval of the Rollins Ranch Phase 5 Final Plat, applications #13.109, subject to the following conditions:

1. That all outsourced consultant services fees are paid in full prior to final plat recordation and/or the commencement of any construction.
2. That any minor administrative edits are provided to the satisfaction of respective reviewers.
3. That GIS shapefile information is submitted to the GIS division of the Planning and Development Services Department of the new parcel data at or prior to plat recordation.
4. That, pursuant to MCC §8-12-32(N), the developer shall submit the name, proposed/existing articles of incorporation, and bylaws of the owner or organization empowered to own, maintain, and pay taxes on common area for recording with the final plat.
5. That, if the date of recording exceeds 30 days from the date on the current title report, then an updated title report shall be required to be submitted with the final mylar.
6. That all items in the title report are more fully explained, provided for, or eliminated to the satisfaction of the County Surveyor prior to final plat recordation and/or the commencement of any construction.
7. That Phase 6 plat is recorded prior to Phase 5 in order to provide for adequate open space requirements and that storm water easement across phase 6 is provided prior to final plat recordation and/or the commencement of any construction.
8. That prior to final plat recordation and/or the commencement of any construction a signed and notarize acknowledgement from Browning Arms is submitted that acknowledges that §2.10 of the Rollins Ranch Development Agreement has be satisfied in a manner that meets their needs.
9. That a signed and notarized Cash Escrow Public Improvements Agreement shall be executed in a

manner as approved by the County Attorney prior to final plat recording. The cash escrow shall cover 110% of the cost of proposed improvements, as verified by the County Engineer.

10. That all work shall comply with the recommendations of the AGEC geologic and geotechnical reports dated November 15, 2005 and August 27, 2013. Prior to the issuance of the first building permit within the subdivision the developer shall be required to submit verification from the project geologist and geotechnical engineer that the recommendations in the reports and requirements of MCC 8-5I have been adhered to.
11. That a geologic hazards disclosure notice is recorded against the property with plat recording in a form acceptable to the County Attorney, pursuant to MCC §8-5I-13.
12. That other than previously approved grading, no construction shall commence prior to execution of the improvements agreement and recordation of the plat.
13. That inasmuch as the Mountain Green Sewer Improvement District, Questar Gas, and Rocky Mountain Power have all given conditional will serve letters for the proposal, approval of the Final Plat is conditioned on the fulfillment of the various requirements of those entities. Failure to comply may result in avoidance of Final Plat approval.
14. That all site grading shall be done in conformance with the approved plans, as stamped by the County Engineer, and shall be wholly contained onsite. No truck traffic mitigation plan has been presented therefore no truck traffic shall be permitted on public roads. Earthwork shall be conducted by the developer with a competent contractor skilled in earthwork operations to insure conformance with the design elevations and grades. All work shall be influenced by a licensed geologist and geotechnical engineer in conformance with any geologic hazards and geotechnical reporting, as may be applicable in MCC 8-5I.
15. That bonding separate from public improvement guarantees shall be required for the reclamation and revegetation of all major earthwork permissions prior to the commencement or beginning of construction.
16. That a note on the final plat shall contain the number of irrigation shares being provided for each lot and the irrigable acreage those shares may serve. The note shall also indicate by whom those shares are provided.
17. That noncompliance with the conditions herein may result in avoidance of final plat approval, and may also result in the inability to record the final mylar and/or receive building permits.
18. That all other local, state, and federal laws are upheld.

This recommendation is based on the following findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with zoning requirements of the RR-1 zone as influenced by the PRUD and Rollins Ranch Development Agreement.
4. The proposal generally complies with the 2006 subdivision regulations.
5. The proposal generally complies with the Rollins Ranch Development Agreement.
6. That requiring the recording of phase six before five will avoid the potential lack of platting of and preservation of required open space, and is supported by §4.2A of the Rollins Ranch Development Agreement to provide for an orderly development of the project.
7. That MCC §8-5I indicates certain geologic units as hazard study areas, and requires that all development within them is free from unreasonable or unacceptable geologic hazards. The applicant has provided the certifications and insurance requirements of MCC §8-5I-12(A)
8. The listed conditions will bring the proposal into compliance with current requirements, and assist in the successful execution of a final plat.
9. That the listed conditions assist in providing effective mitigation of potential harmful impact on the health, safety, and welfare of the community.

MODEL MOTION

Sample Motion for a *Positive* Recommendation – “I move we forward a positive recommendation to the County Council of the Rollins Ranch Phase 5 Final Plat, application #13.109 subject to the findings and conditions listed in the September 19, 2013 staff report, and as modified by the conditions and findings below:”

1. List any additional findings and conditions...

Sample Motion for a *Negative* Recommendation – “I move we forward a negative recommendation to the County Council of the Rollins Ranch Phase 5 Final Plat, applications #13.109 subject to the following conditions:

1. List any additional findings...

SUPPORTING INFORMATION

Exhibit A: Rollins Ranch Concept Plan

Exhibit B: Future Land Use and Zoning Maps

Exhibit C: Final Plat Proposal

Exhibit D: Geologic Units Mapping

Exhibit E: Urban Wildland Interface Exemption Map

Exhibit F: Email from Mountain Green Fire Protection District Chief

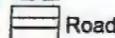
Exhibit G: Alternative Bonding Request from Gardner Development

Exhibit H: Applicant’s request for Planning Commission review without certain final details

EXHIBIT B-1

Site Plan

LEGEND

-  RR-1
-  R1-20
-  Open Space
-  Native Open Space
-  Neighborhood Park
-  View Park
-  Roads
-  View Shed
-  Project Limits

February 11, 2013

R1-20 1/2 Acre Basis (Phase 1,2,3 & 4)

| | Acres | |
|------------|-------|-------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |

Useable Open Space 16

| | |
|------------------|--------------------|
| Number of Lots | 147 |
| Average Lot Size | 13,772 square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|------------|--------|-------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |

Useable Open Space 45

| | |
|------------------|--------------------|
| Number of Lots | 121 |
| Average Lot Size | 48,162 square feet |

RR1 & R1-20 Combined

| | Acres | |
|------------|---------|-------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |

Useable Open Space 81

| | |
|------------------|--------------------|
| Number of Lots | 268 |
| Average Lot Size | 29,967 square feet |

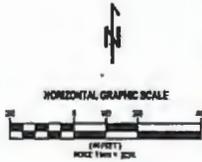
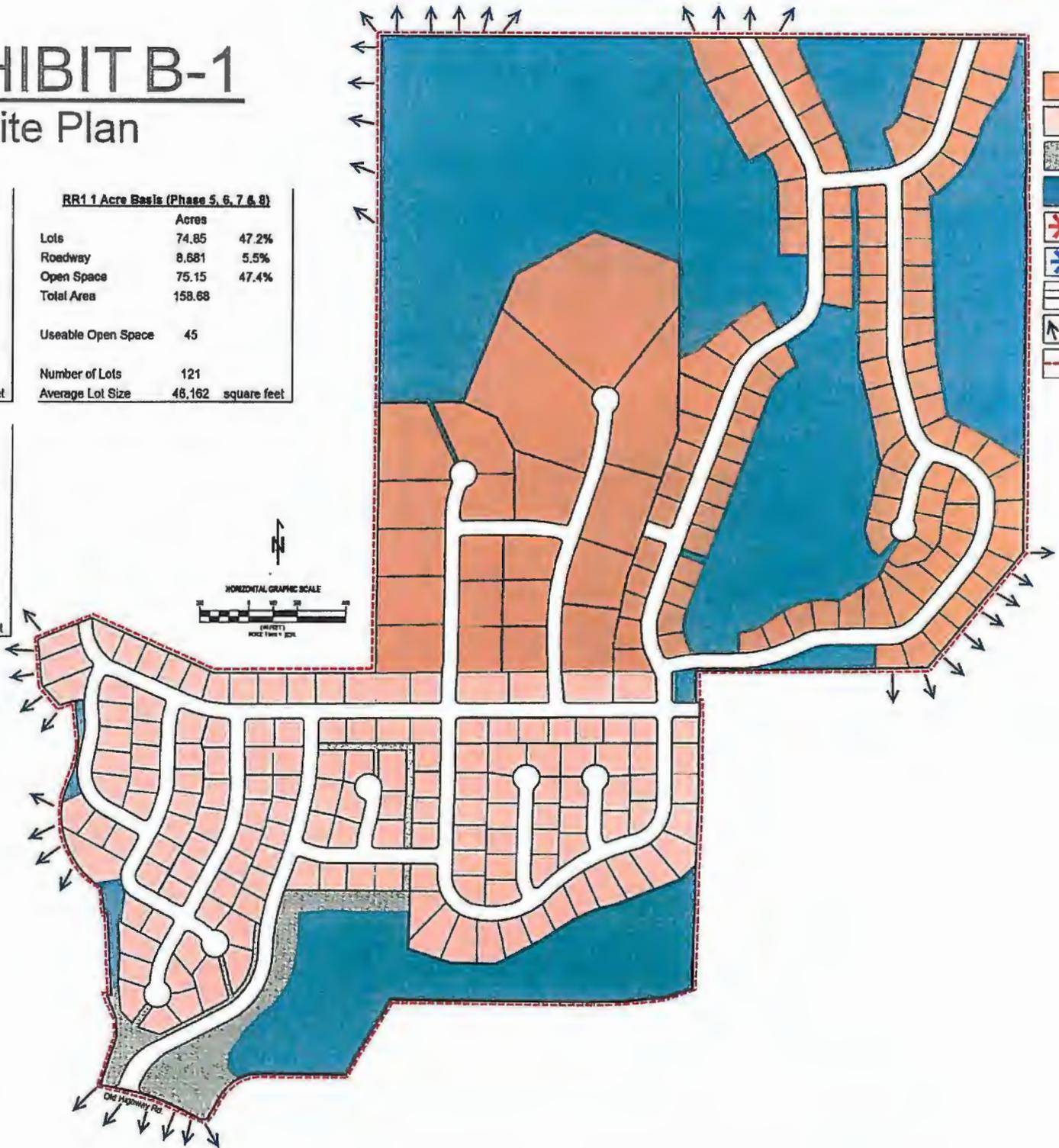
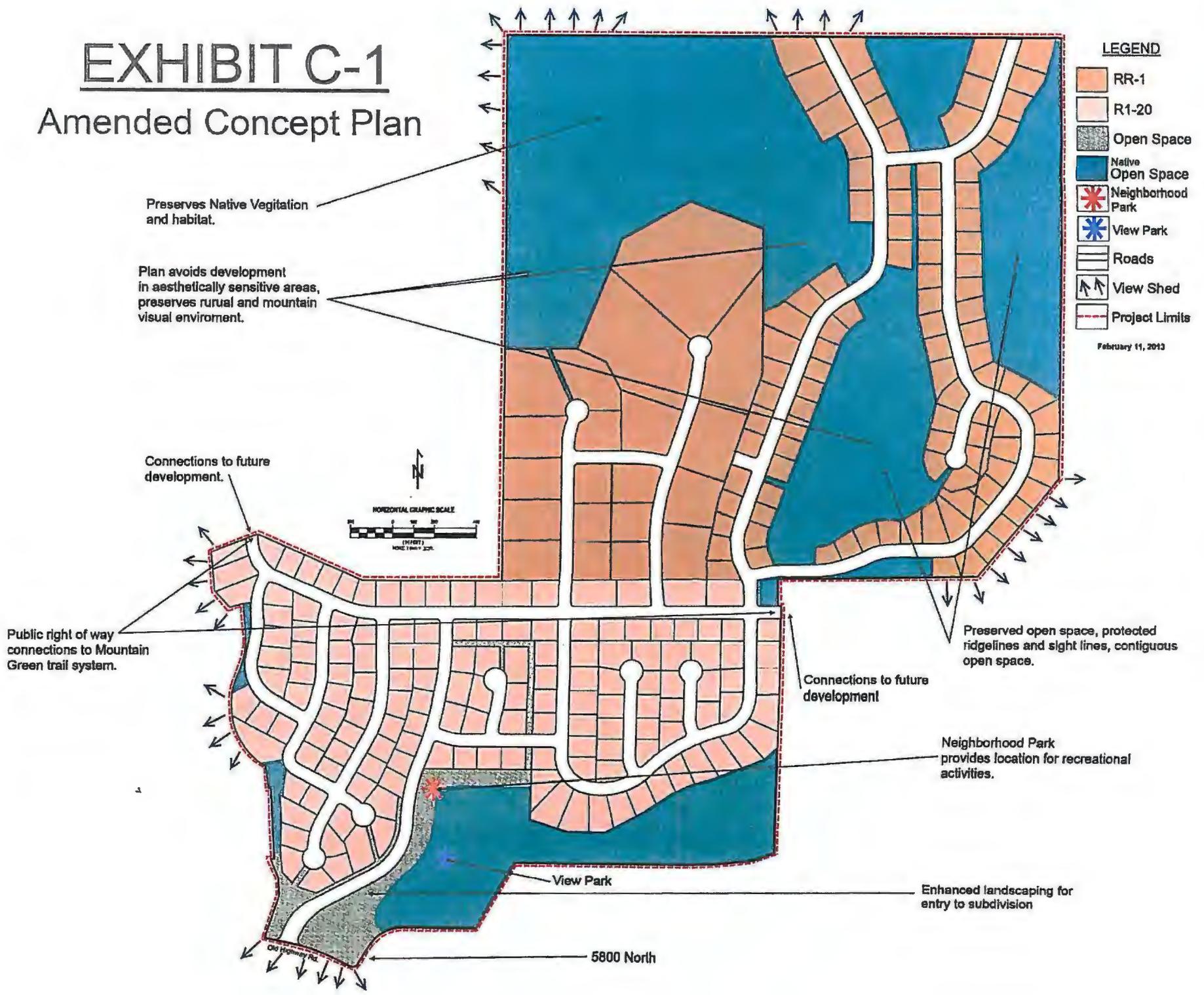


EXHIBIT C-1

Amended Concept Plan



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

Preserves Native Vegetation and habitat.

Plan avoids development in aesthetically sensitive areas, preserves rural and mountain visual environment.

Connections to future development.

Public right of way connections to Mountain Green trail system.



Preserved open space, protected ridgelines and sight lines, contiguous open space.

Connections to future development

Neighborhood Park provides location for recreational activities.

View Park

Enhanced landscaping for entry to subdivision

5800 North

Old Highway Rd.

Ent 128494 BK 0304 Pg 0647

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT D-1

Approved Use

RR1-20 1/2 Acre Basis (Phase 1, 2, 3 & 4)

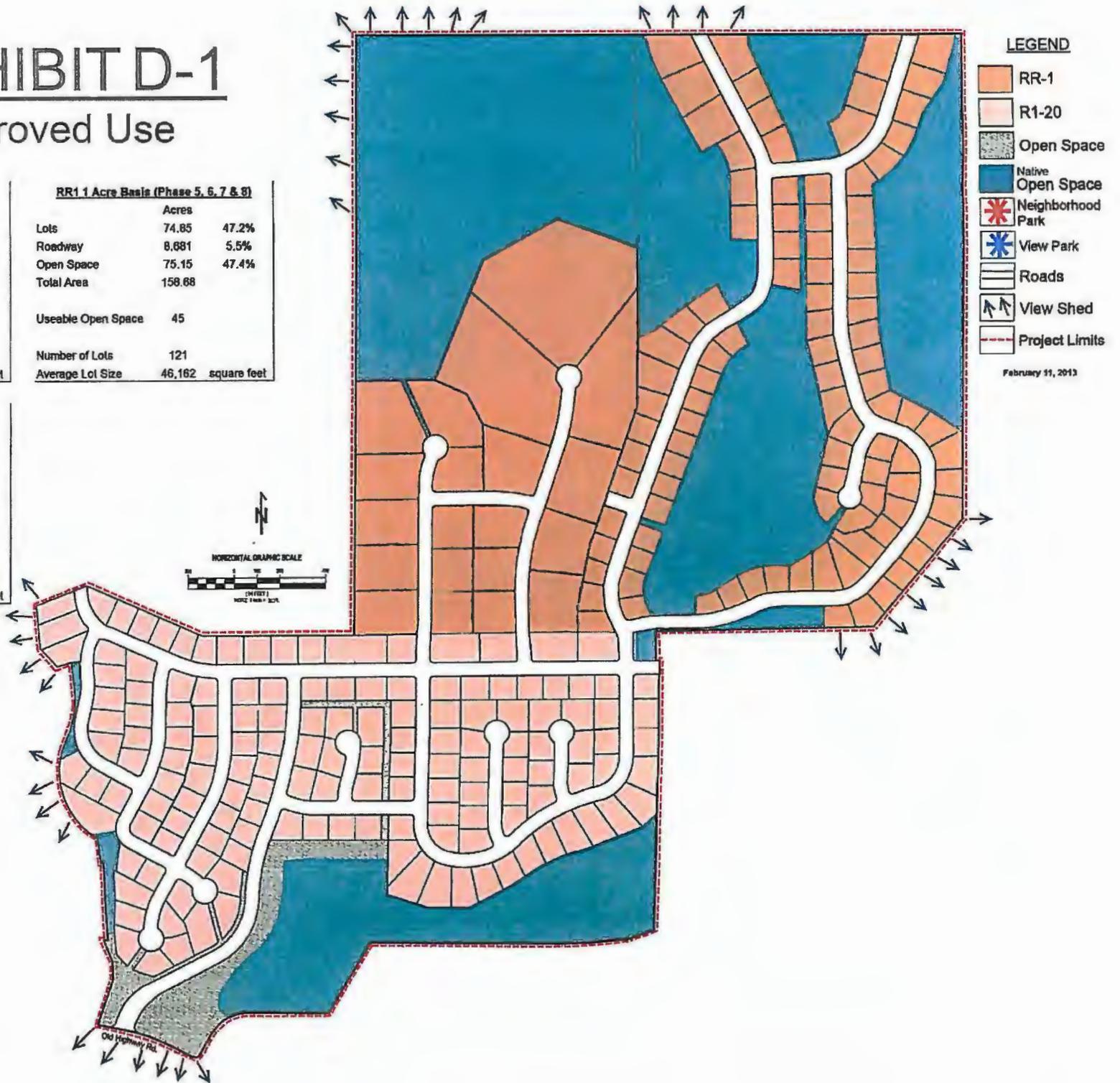
| | Acres | |
|--------------------|--------|-------------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |
| Useable Open Space | 16 | |
| Number of Lots | 147 | |
| Average Lot Size | 13,772 | square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|--------------------|--------|-------------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |
| Useable Open Space | 45 | |
| Number of Lots | 121 | |
| Average Lot Size | 46,162 | square feet |

RR1 & R1-20 Combined

| | Acres | |
|--------------------|---------|-------------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |
| Useable Open Space | 61 | |
| Number of Lots | 268 | |
| Average Lot Size | 29,967 | square feet |



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

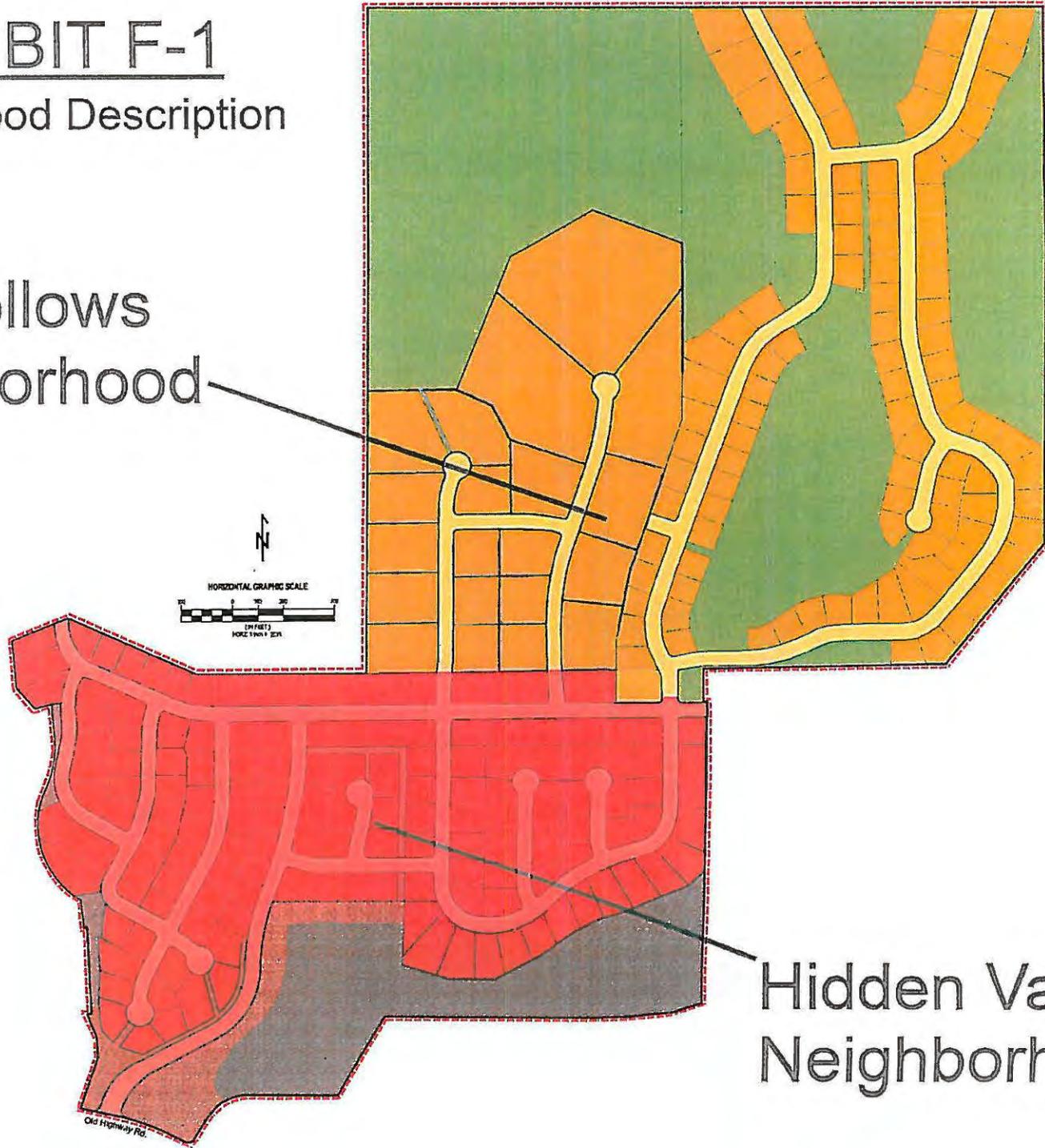
Ent 128494 BK 0304 Pg 0648

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT F-1

Neighborhood Description

The Hollows
Neighborhood



LEGEND

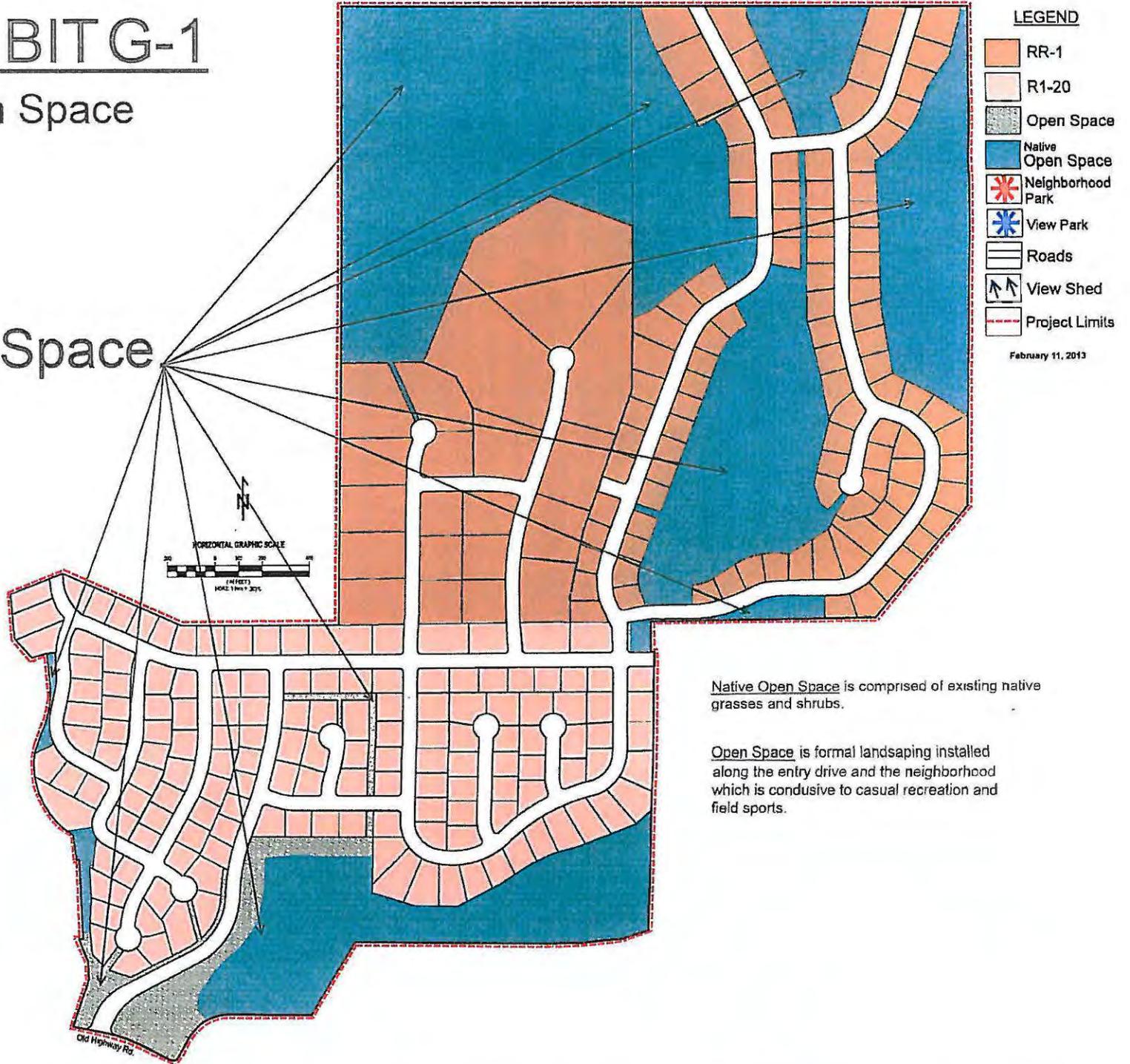
- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

EXHIBIT G-1

Open Space

Open Space



Native Open Space is comprised of existing native grasses and shrubs.

Open Space is formal landscaping installed along the entry drive and the neighborhood which is conducive to casual recreation and field sports.

EXHIBIT H-1

Parks

Neighborhood Park

View Parks



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

Neighborhood Park: Grass area conducive to casual recreation and field sports.

View Park: destination park with boulder to sit on and enjoy the view to the west.

Ent 128494 Bk 0304 Pg 0651

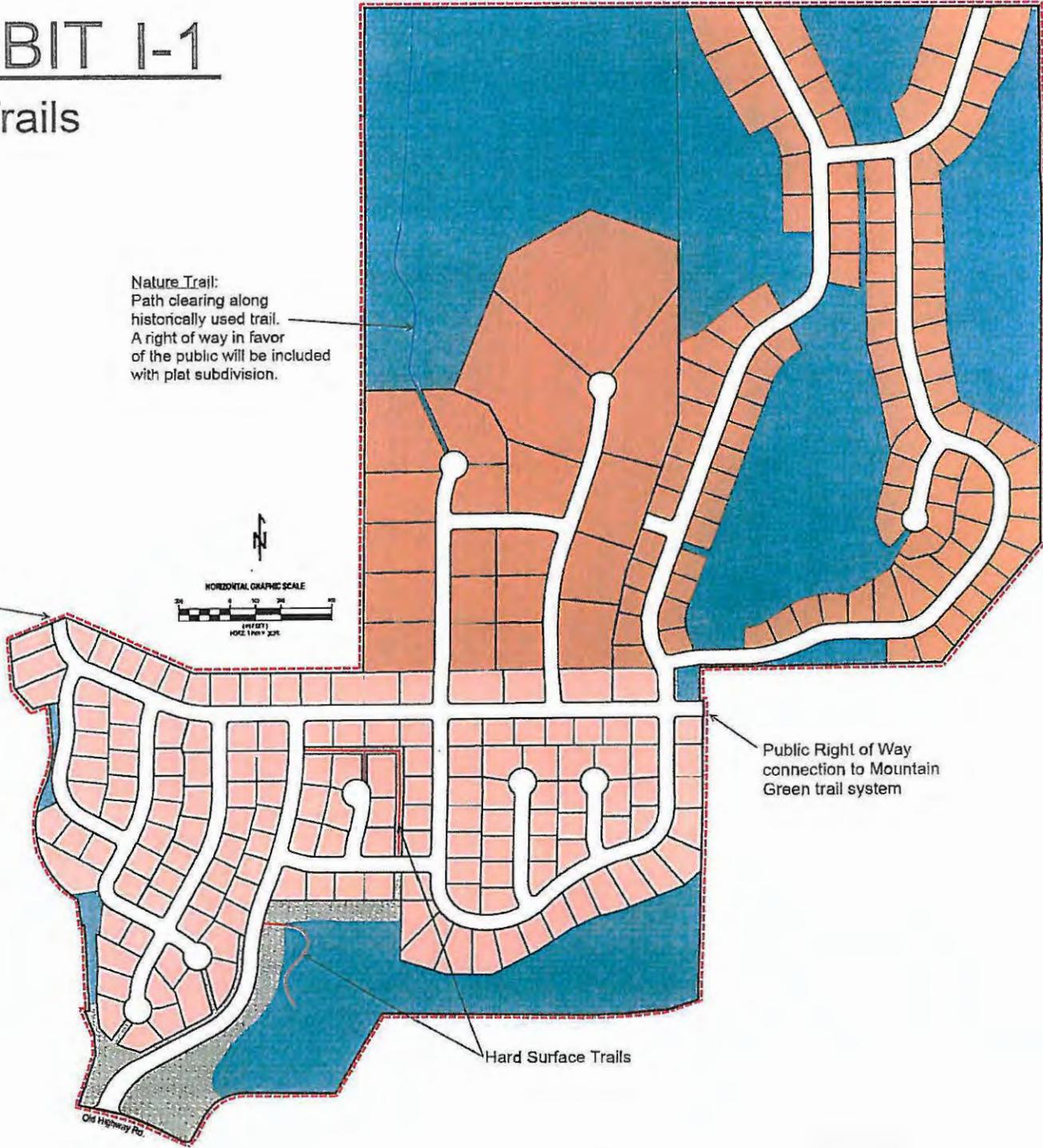
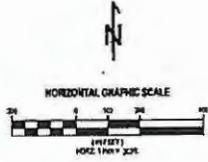
Exhibit A: Rollins Ranch Concept Plan

EXHIBIT I-1

Trails

Public Right of Way connection to Mountain Green trail system

Nature Trail:
Path clearing along historically used trail. A right of way in favor of the public will be included with plat subdivision.



Public Right of Way connection to Mountain Green trail system

Hard Surface Trails

Old Highway Rd.

LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

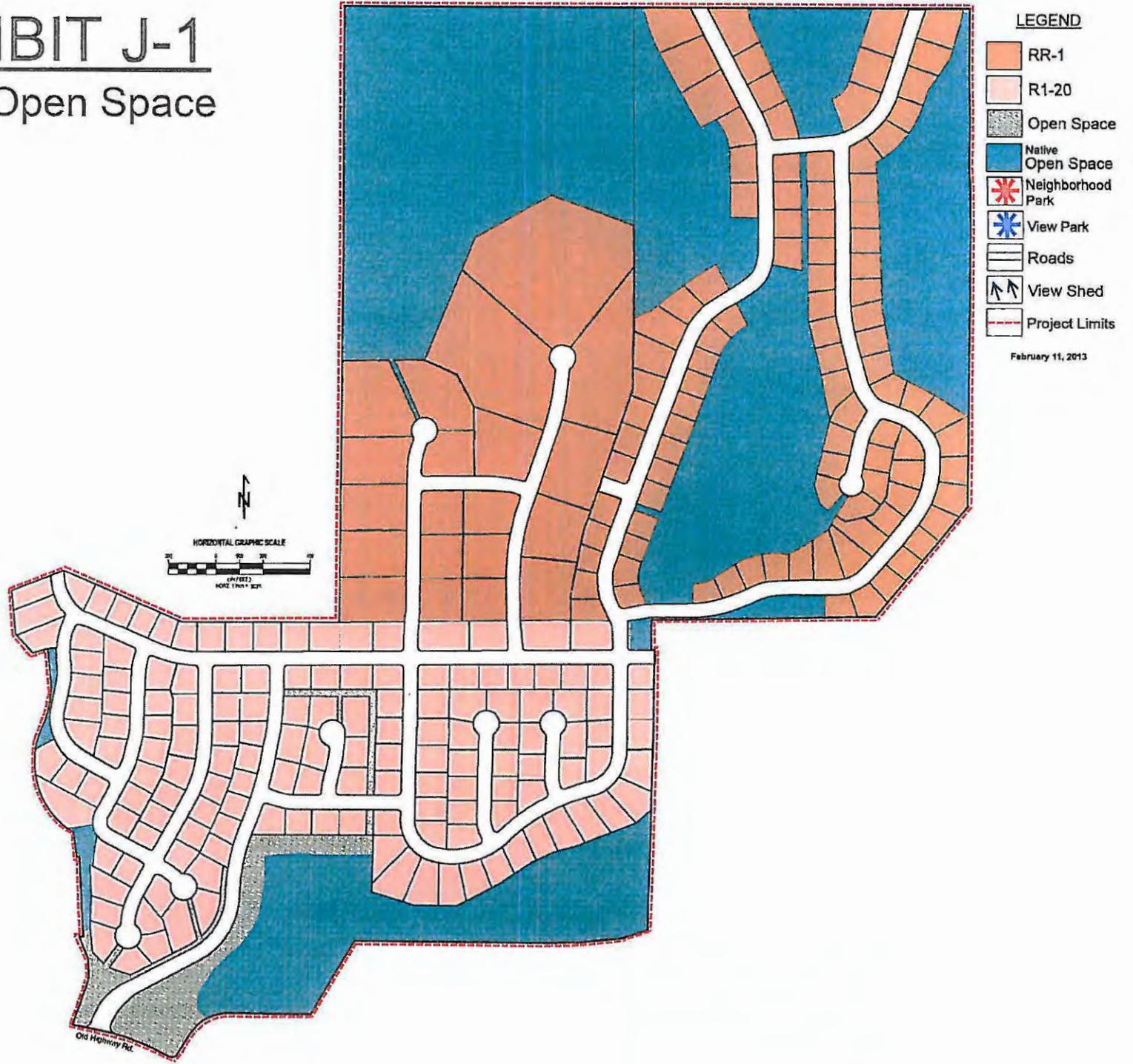
February 11, 2013

Ent 128494 BK 0304 Pg 0652

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT J-1

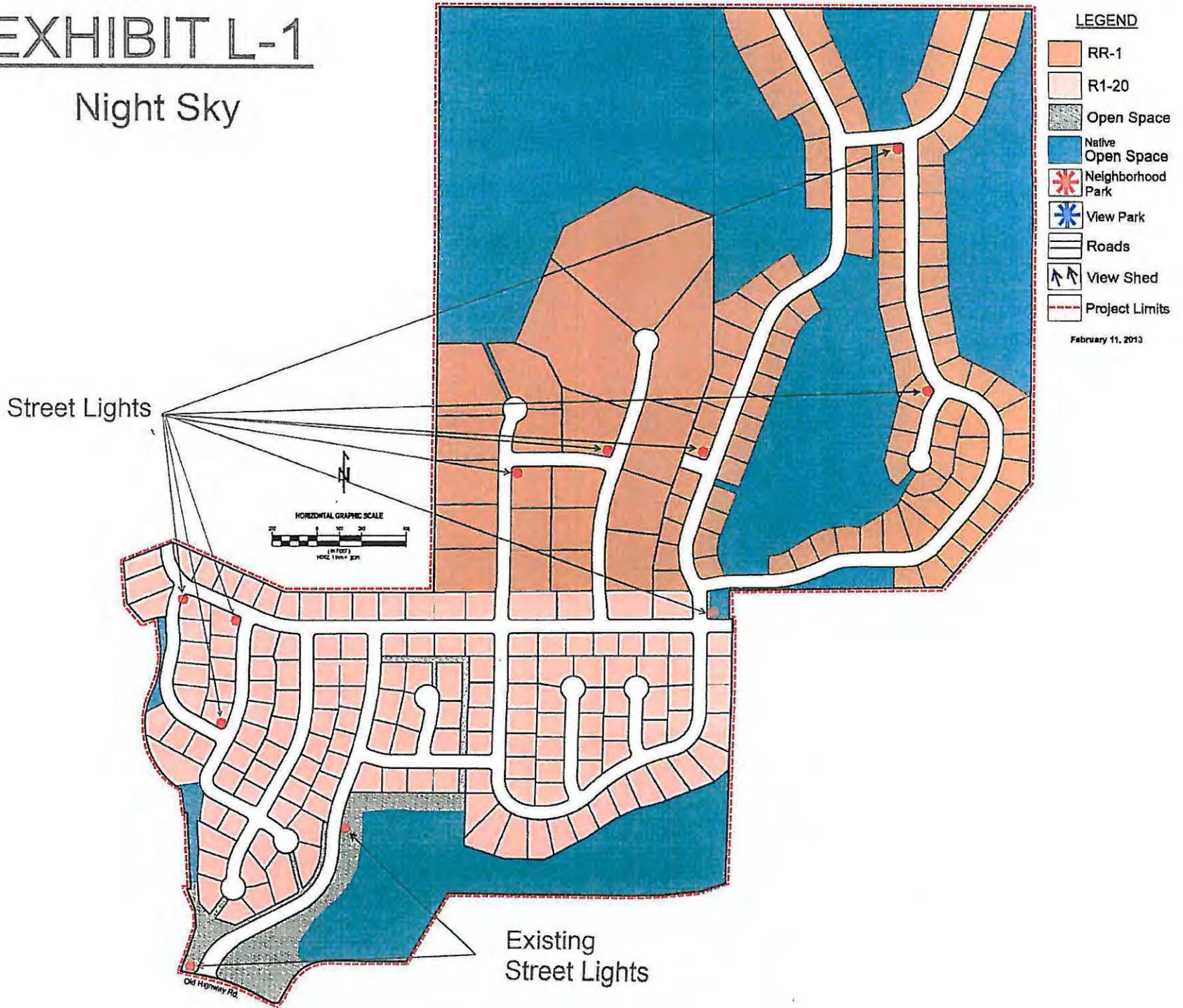
Native Open Space



Ent 128494 BK 0304 Pg 0653

EXHIBIT L-1

Night Sky



Ent 128494 BK 0304 Pg 0654

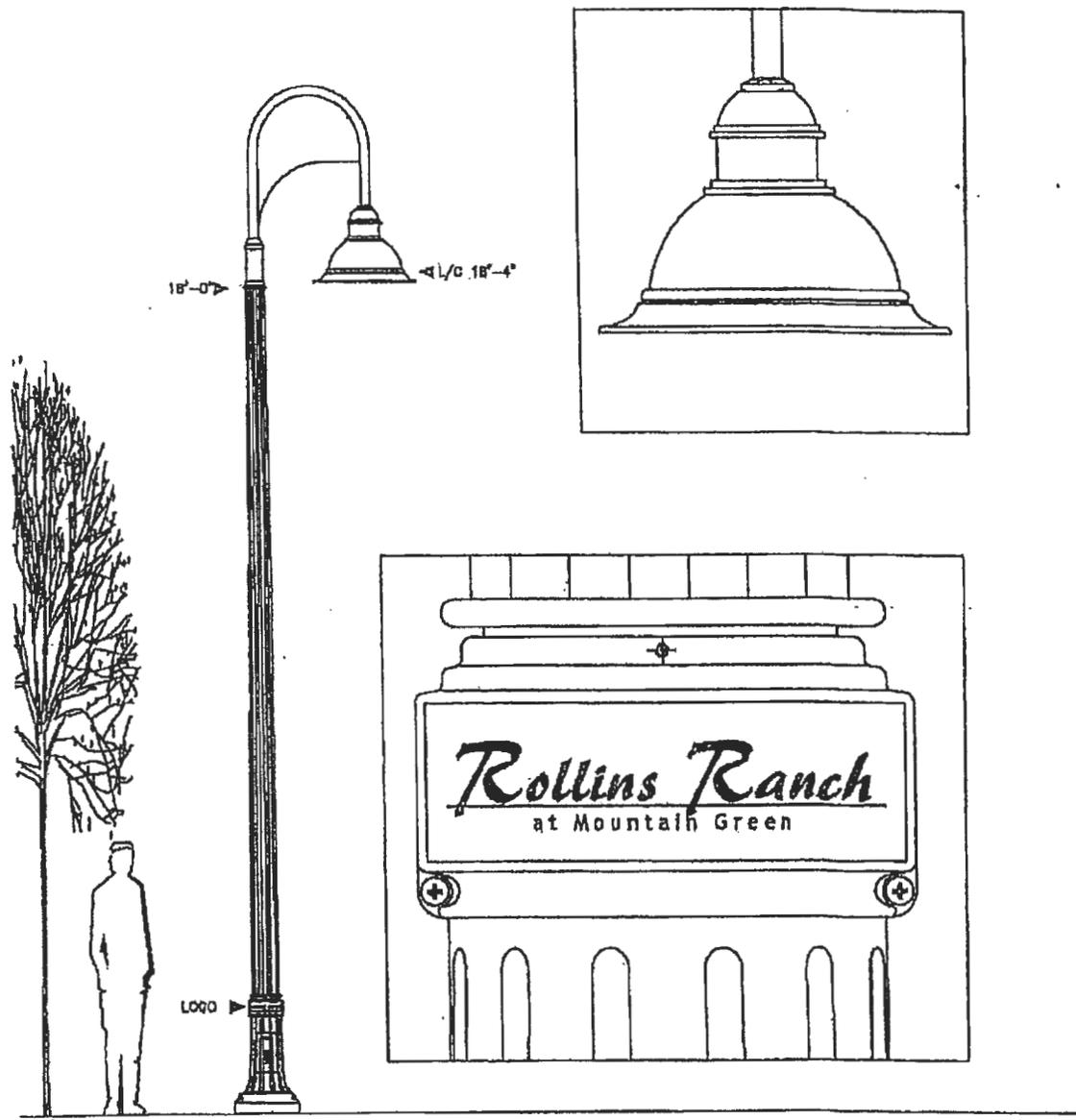
DEVELOPMENT AGREEMENT

EXHIBIT L-1 (Page 2)

(Night Sky)

640, 944 Carré Blvd
Bainbridge (Ga), Canada, VT 227
Tel: (855)450-7040
Fax: (855)450-1485

PRESENTATION



NOTE: Bracket orientation must be determined

DMS50
1:35

11-04-05
LUS482040-47038A
GM

Exhibit B: Future Land Use and Zoning Maps; Zone Map



Exhibit B: Future Land Use and Zoning Maps; Future Land Use Map

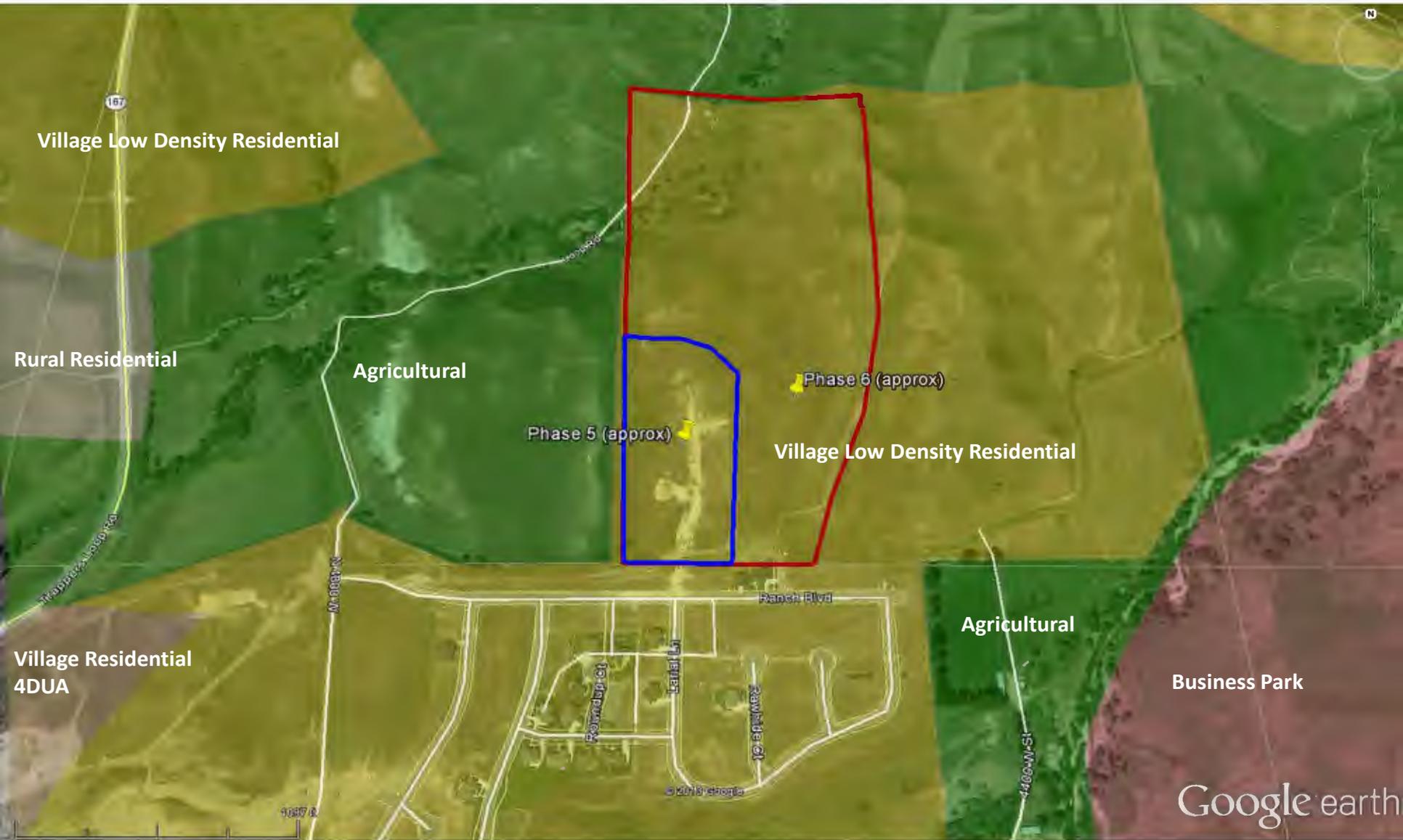
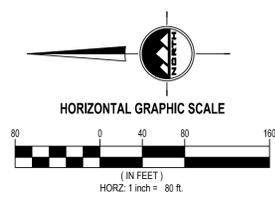


Exhibit C: Final Plat Proposal

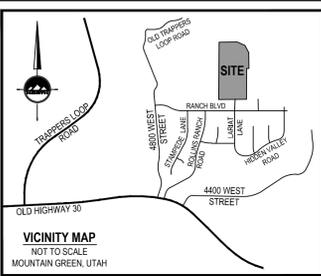
| CURVE | RADIUS | LENGTH | DELTA | BEARING | CHORD |
|-------|---------|---------|------------|-------------|---------|
| C1 | 720.00' | 10.98' | 0°52'27" | N6°52'52"E | 10.98' |
| C2 | 530.00' | 64.96' | 7°01'21" | N3°48'25"E | 64.92' |
| C3 | 15.00' | 23.31' | 89°01'42" | N44°48'35"E | 21.03' |
| C4 | 15.00' | 23.82' | 90°58'18" | N45°11'25"W | 21.39' |
| C5 | 270.00' | 92.86' | 19°42'16" | N10°08'52"E | 92.40' |
| C6 | 15.00' | 13.09' | 49°59'41" | N44°59'51"E | 12.68' |
| C7 | 55.00' | 268.77' | 279°59'22" | N70°00'00"W | 70.71' |
| C8 | 55.00' | 67.84' | 70°40'15" | N34°39'34"E | 63.62' |
| C9 | 55.00' | 109.65' | 114°13'18" | N57°47'13"W | 92.37' |
| C10 | 55.00' | 10.06' | 10°28'32" | S59°51'51"W | 10.04' |
| C11 | 55.00' | 79.04' | 82°20'18" | S13°27'26"W | 72.41' |
| C12 | 55.00' | 2.19' | 2°16'59" | S28°51'12"E | 2.19' |
| C13 | 15.00' | 13.09' | 49°59'41" | S4°59'51"E | 12.68' |
| C14 | 330.00' | 113.49' | 19°42'16" | S10°08'52"W | 112.93' |
| C15 | 470.00' | 57.61' | 7°01'21" | S3°48'25"W | 57.57' |
| C16 | 780.00' | 19.39' | 1°25'27" | S6°36'22"W | 19.39' |
| C17 | 300.00' | 103.17' | 19°42'16" | N10°08'52"E | 102.66' |
| C18 | 500.00' | 61.28' | 7°01'21" | N3°48'25"E | 61.25' |
| C19 | 750.00' | 15.19' | 1°09'37" | N6°44'17"E | 15.19' |
| C20 | 750.00' | 77.97' | 5°57'23" | N3°10'47"E | 77.94' |
| C21 | 750.00' | 93.16' | 7°07'00" | N3°45'35"E | 93.10' |



ROLLINS RANCH PHASE 5

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH

| LEGEND | DESCRIPTION |
|--------|--|
| | SECTION CORNER |
| | EXISTING STREET MONUMENT |
| | PROPOSED STREET MONUMENT |
| | SET 5/8" REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED 'ENSIGN ENG. & LAND SURV.' |
| | PU&DE = PUBLIC UTILITY & DRAINAGE EASEMENT |
| | EASEMENTS |
| | RESTRICTED BUILD AREA (15% - 25% SLOPE) |
| | UNBUILDABLE AREA (25% OR STEEPER SLOPE) |
| | RESIDENTIAL BUILDING ENVELOPE |



SURVEYOR'S CERTIFICATE
 I, KEITH R. RUSSELL, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386 as prescribed under laws of the State of Utah. I further certify that 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 and streets, hereafter to be known as ROLLINS RANCH PHASE 5, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION
 Beginning at the South Quarter Corner of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running:
 thence North 0°17'44" East 1125.16 feet along the quarter section line;
 thence North 89°19'26" East 344.96 feet;
 thence South 66°07'26" East 153.92 feet;
 thence South 28°12'41" East 153.92 feet;
 thence South 0°40'34" East 294.56 feet;
 thence South 89°19'26" West 44.68 feet;
 thence South 0°17'44" West 630.09 feet to the section line, also being the north line of Rollins Ranch Phase 1 Subdivision;
 thence South 89°19'26" West 519.84 feet along the section line and the north line of Rollins Ranch Phase 1 Subdivision to the point of beginning.



Contains 590,972 square feet, 13.567 acres, 10 lots.
 Date 9-6-13
 Keith R. Russell
 License No. 164386

OWNER'S DEDICATION
 Know all men by these presents that I, we, the undersigned owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and open space, do hereby dedicate to the public use, operation, and maintenance of the streets and do further dedicate the easements as shown.
 In witness whereof I/we hereunto set our hand (s) this _____ day of _____ A.D., 20____.

By: _____
 By: _____
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
 STATE OF UTAH J.S.S.
 County of MORGAN
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary Public, in and for said County of _____ in the State of Utah, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____
 RESIDING IN _____ COUNTY.
 NOTARY PUBLIC
INDIVIDUAL ACKNOWLEDGMENT
 STATE OF UTAH J.S.S.
 County of MORGAN
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

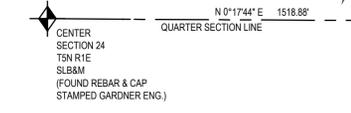
MY COMMISSION EXPIRES: _____
 RESIDING IN _____ COUNTY.
 NOTARY PUBLIC
INDIVIDUAL ACKNOWLEDGMENT
 STATE OF UTAH J.S.S.
 County of MORGAN
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____ in said State of Utah, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

| LINE | BEARING | LENGTH |
|------|-------------|--------|
| L1 | N0°17'44"E | 14.37' |
| L2 | N20°00'00"E | 14.82' |
| L3 | S20°00'00"W | 14.82' |

| MONUMENT TABLE | DESCRIPTION | LENGTH |
|----------------|---------------|---------|
| A TO B | N 0°12'05" E | 126.68' |
| B TO C | N 7°19'05" E | 77.32' |
| C TO D | N 0°17'44" E | 554.63' |
| D TO E | N 0°17'44" E | 112.24' |
| E TO F | N 20°00'00" E | 120.54' |
| D TO PL | N 89°19'26" E | 210.44' |

DEVELOPER
 ROLLINS RANCH LLC
 90 SOUTH 400 WEST SUITE 330
 SALT LAKE CITY, UTAH 84101

NOTE: THE OPEN SPACE NORTH OF PHASE 5 REQUIRED BY THE DEVELOPMENT AGREEMENT IS TO BE DEDICATED ON THE ROLLINS RANCH SUBDIVISION PHASE 6 FINAL PLAT.



GENERAL NOTES:
 1. PROPERTY IS ZONED DR-1.
 A. FRONT YARD SETBACK IS 20 FEET.
 B. REAR YARD SETBACK IS 20 FEET.
 C. SIDE YARD SETBACKS ARE 10 FEET AND 10 FEET.
 D. CORNER LOT SIDE YARD SETBACK IS 10 FEET.
 2. LOT COVERAGE IS LIMITED TO 25% OF THE LOT AREA. COVERAGE IS DEFINED AS THE TOTAL LOT AREA COVERED BY FOUNDATION AREAS OF ALL STRUCTURES, INCLUDING THE LIVING AREA, PORCHES, GARAGES, AND ACCESSORY BUILDING AREA.
 3. PARCEL "A" IS AN OPEN SPACE ACCESS CORRIDOR TO BE OWNED AND MAINTAINED BY THE ROLLINS RANCH HOME OWNERS ASSOCIATION.
 4. COVENANTS, CONDITIONS AND RESTRICTIONS WILL BE RECORDED WITH THIS PLAT, AND SHALL BE ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
 5. AN AVIGATION EASEMENT IN FAVOR OF THE MORGAN COUNTY AIRPORT IS GRANTED FOR THE FREE AND UNRESTRICTED PASSAGE OF AIRCRAFT OF ANY AND ALL KINDS FOR THE PURPOSE OF TRANSPORTING PERSONS OR PROPERTY THROUGH THE AIR, IN THROUGH, ACROSS AND ABOUT THE AIRSPACE OVER THIS LAND PARCEL. THE EASEMENT GRANTS THE RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN AIRSPACE, TOGETHER WITH THE RIGHT TO CAUSE OR CREATE, OR TO PERMIT OR ALLOW TO BE CAUSED OR CREATED, SUCH ANNOYANCES AS MAY BE INHERENT IN, OR MAY ARISE OR OCCUR FROM OR DURING THE OPERATION OF AIRCRAFT IN COMPLIANCE WITH ALL FEDERAL, STATE OR LOCAL AVIATION LAWS, REGULATIONS AND ORDINANCES, AND OTHER AERONAUTICAL ACTIVITIES THEREIN. FURTHER, LOT OWNERS WITHIN THE ROLLINS RANCH AGREE TO RELEASE AND HOLD COUNTY HARMLESS FOR ACCIDENTS, DAMAGES AND NUISANCES RELATED TO SUCH USE OF SAID AVIGATION EASEMENT.
 6. BROWNING ARMS OPERATES A FIRE ARMS TEST RANGE ON NEARBY PROPERTY. PERIODIC GUNFIRE WILL BE AUDIBLE WITHIN THE BOUNDARIES OF THIS PROPERTY.
 7. AREAS ON LOTS WITH SLOPES STEEPER THAN 25% ARE UNBUILDABLE. AREAS WITH SLOPES BETWEEN 15% AND 25% HAVE BUILDING RESTRICTIONS. SEE MORGAN COUNTY ORDINANCE FOR SPECIFIC BUILDING RESTRICTIONS.
 8. MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITH DEVELOPMENTS AS OUTLINED IN THE INTERNATIONAL BUILDING CODE, AS ADOPTED. ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY MORGAN COUNTY.
 9. LARGE AMOUNTS OF FILL MAY BE FOUND ON VARIOUS LOTS IN THE SUBDIVISION AND FURTHER GEOTECHNICAL CONSIDERATIONS MAY BE NECESSARY PRIOR TO BUILDING PERMIT ISSUANCE.

NOTE:
 UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.
 THE PROPERTY OWNER ACKNOWLEDGES THAT HE/SHE IS BUILDING IN A LOCATION THAT IS FAR REMOVED FROM THE PRIMARY MORGAN COUNTY SERVICE AREAS. AS SUCH, THE PROPERTY IS ON NOTICE THAT THERE IS LIMITED ACCESS, INFRASTRUCTURE AND PUBLIC SERVICES IN THE AREA. SOME SERVICES, WHICH INCLUDE BUT NOT LIMITED TO GARBAGE PICK UP AND HIGH SCHOOL BUS SERVICE, MAY NOT BE PROVIDED. EMERGENCY RESPONSE TIME WILL BE LONGER THAN IT IS IN MORE ACCESSIBLE AREAS, AND ACCESS BY EMERGENCY VEHICLES MAY BE IMPOSSIBLE AT TIMES DUE TO SNOW AND ROAD CONDITIONS THAT THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THERE MAY BE INFRASTRUCTURE IN THESE REMOTE LOCATIONS THAT DOES NOT MEET ADOPTED COUNTY INFRASTRUCTURE STANDARD. IT IS THE INTENT OF MORGAN COUNTY TO ATTEMPT TO CONTINUE TO PROVIDE THE EXISTING VARIETY, SCALE, AND FREQUENCY OF PUBLIC SERVICES AND INFRASTRUCTURE FOR ALL EXISTING AND NEW DEVELOPMENT IN THESE REMOTE AREAS OF MORGAN COUNTY. IT IS NOT THE INTENT OF MORGAN COUNTY TO INCREASE THE VARIETY, SCALE AND FREQUENCY OF PUBLIC SERVICES AND INFRASTRUCTURE OR TO PROVIDE URBAN LEVELS OF SERVICE AND INFRASTRUCTURE IN THESE AREAS. BY THIS NOTICE, THE PROPERTY OWNER ASSUMES THAT RISK OF OCCUPANCY AS OUTLINED ABOVE, AND IS HEREBY PUT ON NOTICE THAT THERE ARE NO ANTICIPATED CHANGES IN THE LEVELS OF SERVICE OR INFRASTRUCTURE BY EITHER MORGAN COUNTY OR THE APPROPRIATE SPECIAL SERVICE DISTRICT, NOR DOES THE PROPERTY OWNER EXPECT CHANGES BEYOND THOSE IDENTIFIED HEREIN.

SURVEY RECORDING DATA
 DATE: _____
 DRAWING No. _____

MORGAN COUNTY SURVEYOR
 I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYORS OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS OF RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAT DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.
 SIGNED THIS _____ DAY OF _____, 20____
 MORGAN COUNTY SURVEYOR

ROLLINS RANCH PHASE 5
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH

MOUNTAIN GREEN SECONDARY WATER CO. APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE MOUNTAIN GREEN SECONDARY WATER COMPANY.
 CHAIRMAN, MOUNTAIN GREEN SECONDARY WATER COMPANY

COTTONWOOD MUTUAL WATER COMPANY APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE COTTONWOOD MUTUAL WATER COMPANY.
 CHAIRMAN, COTTONWOOD MUTUAL WATER COMPANY

COUNTY SURVEYOR'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE MORGAN COUNTY SURVEYOR.
 MORGAN COUNTY SURVEYOR

MOUNTAIN GREEN SEWER DISTRICT APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE MOUNTAIN GREEN SEWER DISTRICT.
 CHAIRMAN, MOUNTAIN GREEN SEWER DISTRICT

COUNTY ATTORNEY'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE MORGAN COUNTY ATTORNEY.
 MORGAN COUNTY ATTORNEY

PLANNING COMMISSION APPROVAL
 RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____, BY THE COUNTY PLANNING COMMISSION.
 CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

COUNTY ENGINEER'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE MORGAN COUNTY ENGINEER.
 MORGAN COUNTY ENGINEER

COUNTY COMMISSIONER'S APPROVAL
 APPROVED THIS _____ DAY OF _____, 20____, BY THE MORGAN COUNTY COMMISSIONERS.
 COUNTY COMMISSIONER



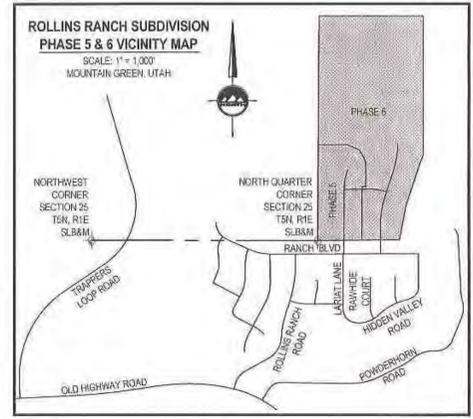
LAYTON
 1485 West Hillfield Rd.
 Suite 204
 Layton UT 84041
 Phone: 801.547.1100
 Fax: 801.593.6315
 WWW.ENSIGNUTAH.COM

SALT LAKE CITY
 Phone: 801.255.0529
 TOOELE
 Phone: 435.843.3590
 CEDAR CITY
 Phone: 435.865.1453
 RICHFIELD
 Phone: 435.590.0187

SHEET 1 OF 1
 PROJECT NUMBER: 4063W
 MANAGER: B.ELDER
 DRAWN BY: A.SHELBY
 CHECKED BY: K.RUSSELL
 DATE: 9/6/13
 BY _____
 DEPUTY RECORDER

 CALL BLUESTAKES @ 1-801-822-1111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION

BENCHMARK
USGS MONUMENT M326
LOCATED IN SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
ELEVATION = 5019



ENSIGN

LAYTON
1485 West Hillfield Rd.
Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

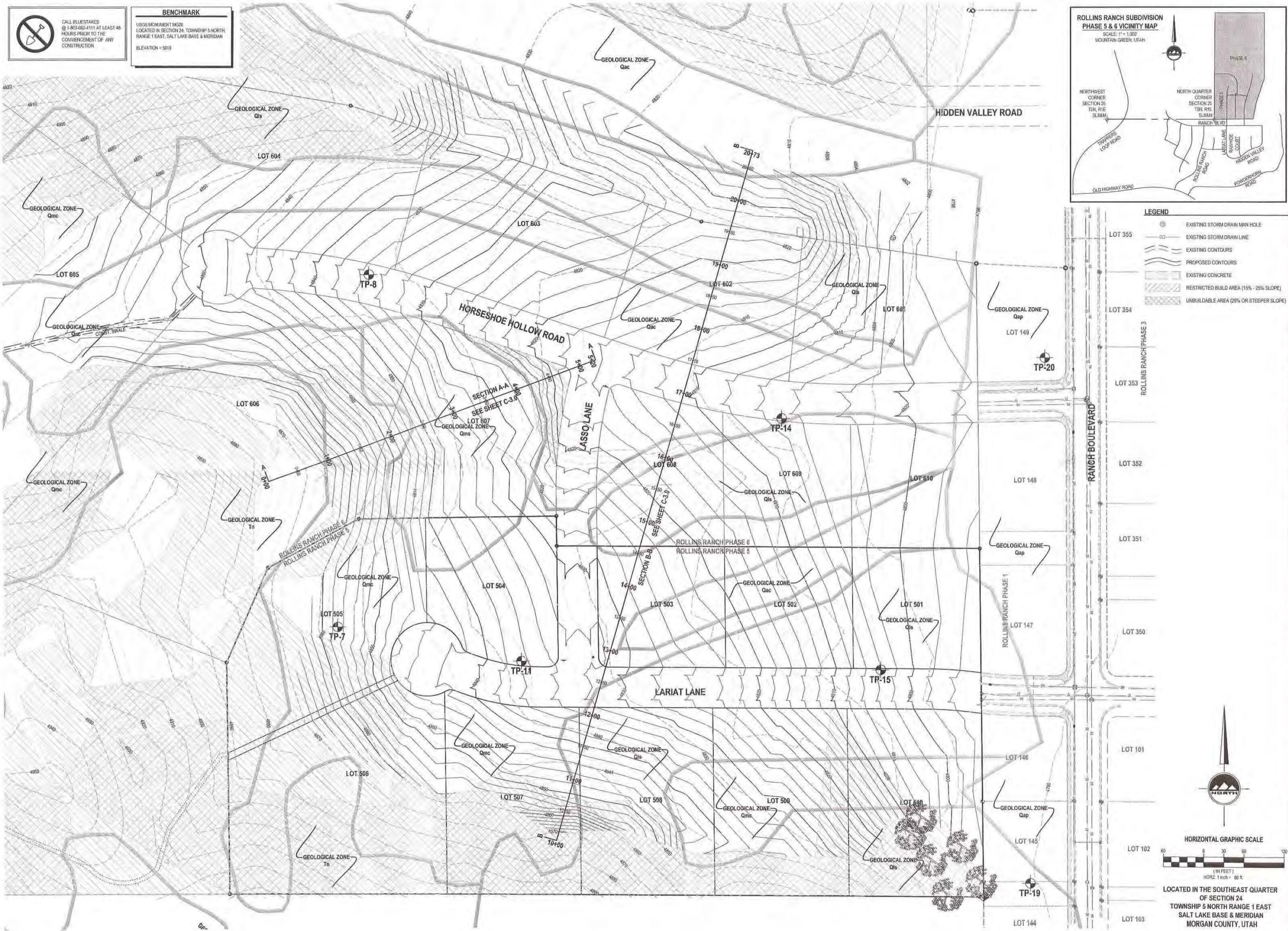
SALT LAKE CITY
Phone: 801.256.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

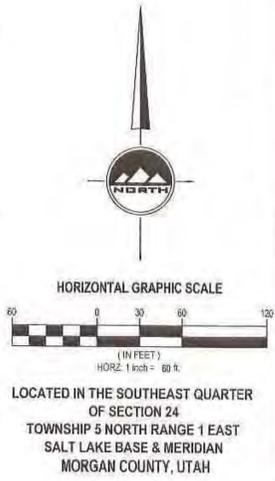
RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM



LEGEND

-  EXISTING STORM DRAIN MAN HOLE
-  EXISTING STORM DRAIN LINE
-  EXISTING CONTOURS
-  PROPOSED CONTOURS
-  EXISTING CONCRETE
-  RESTRICTED BUILD AREA (16% - 25% SLOPE)
-  UNBUILDABLE AREA (25% OR STEEPER SLOPE)



**ROLLINS RANCH SUBDIVISION PHASE 5 & 6
EARTHWORK PLAN**
4600 WEST RANCH BOULEVARD
MOUNTAIN GREEN, UTAH



| NO. | DATE | REVISION | BY |
|-----|---------|--------------------|-----|
| 1 | 6/16/13 | FOR GRADING PERMIT | MJS |
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PRELIMINARY EARTHWORK PLAN

PROJECT NUMBER: 4003W DATE: 6/16/13
DRAWN BY: MELMER CHECKED BY: M.STATEN
PROJECT MANAGER: BLEDSOE

C-1.0

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24 TOWNSHIP 5 NORTH RANGE 1 EAST SALT LAKE BASE & MERIDIAN MORGAN COUNTY, UTAH

Exhibit E: Urban Wildland Interface Exemption Map



Exhibit F: Email from Mountain Green Fire Protection District Chief

From: [LESTER L STONE](#)
To: [Charles Ewert](#)
Cc: [Skyler Gardner](#); [Brian Doyle](#)
Subject: Re: Fire Access and Rollins
Date: Saturday, September 14, 2013 7:05:41 AM
Attachments: [image002.png](#)
[image005.png](#)

Charlie:

After researching multiple-family dwellings, they pertain to condos/apartments or units that contain anywhere between 4-8 families. Obviously Rollins Ranch does not fall into that category and therefore is not held to the IFC standard to maintain two separate fire access entrances.

With that said, and knowing phase 4 removes a secondary means of egress for emergency personnel, the current entrance to Rollins should be sufficient for fire apparatus to leave safely.

The fire district will stand by their review of phases 4a, 4b, 5 and 6 in a letter dated 23 June 2013. One concern needed to be met and that was the placement of a fire hydrant at the radius of lot 428.

If you have any questions, please let me know.

Les Stone
Chief, Mountain Green Fire Protection District
801.829.2023

----- Original Message -----

From: [Charles Ewert](#)
To: '[LESTER L STONE](#)'
Sent: Monday, September 09, 2013 8:57 AM
Subject: RE: Fire Access and Rollins

Yes. Unsure of the answer for fire access, the council placed a condition on the prelim plat that you were satisfied with the proposal. Considering I already received their application for final, they should've already contacted you. Expect their call. You and I should catch up after they've contacted you for your acceptance/denial of the proposal.



Planning and Development Services Director



September 18, 2013

Morgan County
Charles Ewert
Planning & Zoning
PO Box 886
Morgan, UT 84050

RE: Rollins Ranch Subdivision Surety

Dear Charlie;

Enclosed please find a Subdivision Completion Agreement relating to the applications pending for Rollins Ranch Phases 4, 5 and 6. The agreement is currently written for Phase 6 but is applicable to each of the applications.

After the final approval of the subdivision, Rollins Ranch would like to install the improvements relating to the approved phase prior to plat recording and surety. Upon completion of the improvements the County will inspect the subdivision for conditional acceptance, record the approved subdivision plat and Rollins Ranch will deposit 10% surety for the warranty period of the improvements.

With the recording of the plat occurring after subdivision completion; Rollins Ranch will be required to complete the subdivision before any lots can be sold or permits issued. The County will have the ability to guarantee the completion of the improvements through this same plat recording.

This process has been successfully used in other projects involving Gardner Development including the storm drain installed along Old Highway and approved by the Council on August 2, 2011.

Rollins Ranch requests that the County Council motion include an approval of the attached agreement which gives greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Skyler Gardner", is written over a light blue circular stamp. The signature is fluid and cursive.

Skyler Gardner

SUBDIVISION COMPLETION AGREEMENT
FOR
ROLLINS RANCH PRUD—PHASE 6

THIS AGREEMENT (“**Agreement**”), entered into as of the ____ day of September, 2013 (the “**Effective Date**”), and is made by and between MORGAN COUNTY, a Utah municipal corporation (“**County**”), and Rollins Ranch, LLC, a Utah limited liability company (“**Rollins Ranch**”). The County and Rollins Ranch (collectively the “**Parties**”) hereby agree as follows:

Recitals

WHEREAS, in conjunction with development of Rollins Ranch PRUD, Phase 6 (the “**Subdivision Phase**”), the County has approved a final plat of subdivision for the Subdivision Phase titled “Rollins Ranch PRUD, Phase 6” (the “**Final Plat**”), a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, Rollins Ranch intends to improve or cause to be improved various public infrastructure improvements shown on the Final Plat (collectively, the “**Infrastructure**”) and to subsequently dedicate the Infrastructure to the County pursuant to the recordation of the Final Plat; and

WHEREAS, the County and Rollins Ranch have agreed that prior to the County’s acceptance of the Improvements and recordation of the Final Plat, the Infrastructure will need to be completed by Rollins Ranch and inspected and accepted by the County; and

WHEREAS, the Parties wish to set forth in this Agreement the requirements for Rollins Ranch’s completion of the Infrastructure and the procedure and standards governing the County’s inspection and acceptance of the Infrastructure.

Agreement

NOW, THEREFORE, the above recitals are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties further agree as follows:

1. Completion of Infrastructure. Rollins Ranch shall complete, correct and/or replace, as applicable, the Infrastructure, as the same is more particularly described on the Final Plat and the approved plans and specifications for the Subdivision Phase (the “**Work**”), which plans and specifications are attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Specifications**”). Unless otherwise agreed in writing by the County, the Work shall be completed no later than November 30, 2014 (the “**Completion Date**”), and shall be completed in accordance with the Specifications.

2. Inspection of the Work. Within seven (7) calendar days of completion of the

Exhibit G: Alternative Bonding Request from Gardner Development

Work and at a time mutually agreed upon by the Parties, the County shall inspect the Work to verify that such Work has been completed in accordance with the Specifications (the “**Inspection**”). Within seven (7) calendar days after the Inspection, the County shall provide to Rollins Ranch one of the following: a) a list of items failing to meet Specifications (the “**Correction List**”); or b) written acknowledgment that there are no outstanding items to be completed or repaired and the Work is accepted by the County. The County agrees that it shall not unreasonably withhold, condition or delay the County’s approval and initial acceptance of the Work, provide such Work is completed in accordance with the Specifications.

3. Correction List. Upon receipt of a Correction List, if applicable, Rollins Ranch shall thereafter complete, or cause to be completed, all construction and repair items within thirty (30) calendar days. A re-inspection shall be performed by the County at a time mutually agreed upon by the Parties; provided, however, such re-inspection shall be done no later than thirty (30) calendar days after delivery of the Correction List to Rollins Ranch. The re-inspection shall be performed in accordance with the requirements of Section 2 of this Agreement.

4. Warranty Period. Upon the County’s initial acceptance of the Improvements, Rollins Ranch shall execute and deliver to the County a Cash Escrow Guarantee Agreement in the form attached hereto as **Exhibit “C”** (the “**Guarantee Agreement**”), which Guarantee Agreement shall require the Improvements to remain free from any damage arising from any defects in construction, materials and workmanship for a period of one year following the County’s initial acceptance of the Work, and further require Rollins Ranch to deposit with the County pursuant to such Guarantee Agreement the sum of \$ _____ (the “Cash Deposit”), which amount represents ten percent (10%) of the County Engineers estimate to complete the Improvements.

5. Acceptance of Subdivision Phase; Processing of Building Permits. The County hereby agrees that upon Rollins Ranch’s completion of the Work, delivery of the Guarantee Agreement and deposit of the Cash Deposit pursuant to the requirements of this Agreement, the County will: (a) initially accept the Subdivision Phase and commence providing County services to the Subdivision Phase; (b) record, or cause to be recorded the Final Plat; (c) accept applications for building permits for lots within the Subdivision Phase; and (c) grant certificates of occupancy for residences constructed within the Subdivision Phase that are constructed pursuant to duly issued building permits and in accordance with the plans and specifications approved by the County in connection with such permits.

6. Integration. This Agreement replaces any prior agreements, verbal or written, between the Parties, and contains their complete understanding with regard to the subject matter hereof. No promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by both Parties.

7. Attorneys’ Fees. Should an action be brought to enforce the terms of this Agreement by either party, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in any such matter.

8. Notice. Notice to Rollins Ranch or the County shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

Exhibit G: Alternative Bonding Request from Gardner Development

9. No Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to Rollins Ranch and the County and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. The County shall not be liable to claimants or others for obligations of Rollins Ranch under this Agreement.

10. Waiver. The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

11. Time is of the Essence. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

12. Governing Law. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah.

13. Successors. Rollins Ranch and County, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of Rollins Ranch and the County respectively.

14. Modification. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

15. Captions. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

16. Severability. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

Exhibit G: Alternative Bonding Request from Gardner Development

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF MORGAN

By: _____
Its: _____

ATTEST:

Attest: _____
County Recorder

Rollins Ranch, LLC

By: _____
Its: Manager

EXHIBIT A
TO
SUBDIVISION COMPLETION AGREEMENT

(Final Plat for the Subdivision Phase)

[See Attached]

Exhibit G: Alternative Bonding Request from Gardner Development

EXHIBIT B
TO
SUBDIVISION COMPLETION AGREEMENT

(Plans and Specifications for the Final Phase)

[See Attached]

EXHIBIT C
TO
SUBDIVISION COMPLETION AGREEMENT

(Guarantee Agreement)

[See Attached]

Exhibit H: Applicants request for Planning Commission review without certain final details

From: [Skyler Gardner](#)
To: [Charles Ewert](#)
Cc: [Dan Bridenstine](#); [Rulon Gardner](#)
Subject: Re:
Date: Wednesday, September 18, 2013 5:26:11 PM
Attachments: [RR Surety letter.pdf](#)
[Subdivision Completion Agreement--Phase 6 - 1.doc](#)
[RR questar will serves.pdf](#)

Charlie,

Attached please find:

- 1) Formal letter requesting infrastucture prior to surety and recording plat.
- 2) Subdivision Completion Agreement to go along with letter
- 3) Copies of Phase 5 and 6 questar letters.

I have been actively working with the Engineer and Title Company to address the other items but it looks like it is going to take a little longer than expected, so please accept this email as a written request to be on the Sept. 26 commission agenda. I am confident that by that time correction will have been made to the requested items.

Skyler

Skyler Gardner
[801.528.1313](tel:801.528.1313)
Skyler@rcgardner.com

On Tue, Sep 17, 2013 at 7:59 PM, Charles Ewert <cdewert@morgan-county.net> wrote:

Skyler and Dan,

Here are the comments I promised. I failed to provide a more full review of 5-6, but will work on them out of the office tomorrow and get any noted changes to you ASAP. I need you to address each of these issues by Thursday at noon. If for some reason you can't, please submit a statement in writing that you still want it on the Sep 26th meeting, and I will be sure it is there.

1. I have the same comments on 4a as I show on the attached 4b.
2. Surveyors comments on the attached and the previous redlines should be addressed, with a resubmittal no later than Thursday at noon. Please send an electronic version of the resubmittal to von hill at vrhill@hillargyle.com for his expedited review.
3. Please address all of the items in the Title report, and explain whether they are an issue or why they are not.



48 West Young Street
Morgan, UT 84050
(801) 845-4015

STAFF REPORT
September 20, 2013

To: Morgan County Planning Commission
Business Date: September 26, 2013

Prepared By: Charles Ewert, Planning Director

Re: **Final Plat Approval of the Rollins Ranch Phase 6 Subdivision**

Application No.: 13.100
Applicant: Rollins Ranch, L.L.C.
Project Location: Approximately 6100 North Horseshoe Hollow Lane, on the northern side of the Rollins Ranch Development
Zoning: RR-1 Zone
Acreage: Approximately 56.692 acres (Approximately 2,469,502 ft²)
Request: Final plat approval a 10 lot subdivision known as the Rollins Ranch Phase 6 subdivision

SUMMARY

This application is the second phase of the “Hollows Neighborhood¹.” The Hollows Neighborhood is an area in the Rollins Ranch Development that comprises all of the original phases 5-8. Proposals for development in Rollins Ranch are highly regulated, with requirements of a development agreement and County subdivision ordinances guiding the County’s review.

The proposal includes 10 lots and one open space parcel. Each lot is provided access and frontage from new proposed public streets. The lots and streets are in general compliance with the Rollins Ranch Concept plan. Staff have provided an in-depth review of the proposal and are recommending approval contingent on the conditions provided herein². The Planning Commission will want to pay specific attention to the applicants request for bonding methods, as it is unique to that typically administered in Morgan County.

BACKGROUND

¹ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

² As of the writing of this report the applicant has been unable to provide all information requested from staff. Considering the Planning Commission’s recent request that no final application be forwarded with conditions intended to compensate for incomplete staff review, Staff advised the applicant that the project was not ready for Planning Commission review. However, the applicant submitted a written request for the review (Exhibit H of this report) anyway. Under State law requirements the applicant has a right to the review. The incomplete items are fairly ministerial, and if the Planning Commission can make a positive recommendation with the proposed conditions Staff can effectively monitor the execution of a more complete final plat.

The Rollins Ranch Development is a master planned community that received certain development rights in 2006. At that time a development agreement was negotiated with the County for the development. That agreement has been amended twice since³, including the minor modifications of the overall concept plan⁴ that specifically provided for the reconfiguration of lots as provided in this proposal.

The developer received conditional approval from the County Council for preliminary plat on August 20, 2013⁵. With the conditions listed herein it appears that the proposal meets the terms of that approval.

ANALYSIS

General Plan and Zoning. Pursuant to the Future Land Use Map of the area⁶ the future land use designation is Village Low-Density Residential. The Village Low Density Residential designation provides for a lifestyle with planned single family residential communities, which include open space, recreation and cultural opportunities, including schools, churches and neighborhood facilities located in established village areas (formerly area plan boundaries) or master planned communities. The residential density is a maximum of 2 units per acre⁷.

It can be observed that the Concept Plan⁸ of the Rollins Ranch Development Agreement meets these standards. It can also be observed that the proposed subdivision generally follows the approved Concept Plan.

The entire property has approximately 56.692 acres in the RR-1 zone⁹. The purposes of the RR-1 zone are as follows¹⁰:

1. The purposes of providing a rural residential district are:
 - a. To promote and preserve in appropriate areas conditions favorable to large lot family life;
 - b. Maintaining a rural atmosphere;
 - c. The keeping of limited numbers of animals and fowl; and
 - d. Reduced requirements for public utilities, services and infrastructure.
2. These districts are intended to be primarily residential in character and protected from encroachment by commercial and industrial uses.

The County determined at the time the Rollins Ranch Development Agreement was approved that it met the intent of this purpose.

Subdivision Layout. The proposed subdivision¹¹ is on the northern most side of the Rollins Ranch Development. The subdivision consists of a total of 10 lots, with new streets. There is approximately 56.692 acres in the platted boundaries, 21.276 acres in lot space, 33.318 acres in open space, and 2.035 acres in roadways. The property is surrounded on the north and east with generally undeveloped agricultural lands. To the south is the first three platted phases of the Rollins Ranch Development. The subdivision layout has minor lot size changes from the preliminary proposal. This change was in order to provide for the required 47.4% open space requirement as further explained herein.

³ Amendment #1: Nov, 2011; Amendment #2: Feb, 2013.

⁴ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

⁵ See the August 20, 2013 County Council minutes for the official motion of approval.

⁶ See Exhibit B of this report for the Future Land Use Map of the area.

⁷ Morgan County 2010 General Plan, Pg. 12.

⁸ See Rollins Ranch Development Agreement Exhibits B1-D1, F1-H1, J1, L1; also attached as Exhibit A herein.

⁹ See Exhibit B of this report for the Zoning Map of the area.

¹⁰ MCC §8-5A-1.

¹¹ See Exhibit C for the final plat proposal.

Roads and Access. The subdivisions are proposed to be accessed by a single point of entry off of Old Highway Road via Rollins Road and Ranch Blvd. Under today's ordinances this type of terminal street system would not be allowed, however, because the developer is vested in the configuration of the concept plan and former laws, as specifically addressed in the Rollins Ranch Development Agreement¹², it can be interpreted that the proposed access is allowed for these subdivisions.

Each lot has frontage as graphically depicted in the proposal. Even though the required amount of lot width and frontage is not specifically addressed in the Rollins Ranch Development Agreement, it can be observed from the configuration of the concept plan that the typical width and frontage of the 2006 PRUD ordinance¹³ is observed. The 2006 PRUD ordinance required lots within a PRUD subdivision to have a minimum frontage of 100 ft. All proposed lots have more than 100 feet of frontage.

Open Space. The current proposal has approximately 33.318 acres (1,451,329 sq. ft.) of open space proposed. Phase 6 has been revised from the originally proposed preliminary plat to provide for a combined phase 5 and 6 open space area that meets the required 47.4% open space requirement of the development agreement¹⁴, as requested in the preliminary plat approval. Recording of phase 6 first will be critical to ensuring appropriate open space platting.

The development agreement requires a public access for a future trail right of way through the open space area in phase 6. There is no mention of public access on the plat. This should be addressed.

CC&R's. The Rollins Ranch development is required to have covenants, contracts, and restrictions (CC&R's) recorded against all resulting properties¹⁵. The creation, review, and administration of the CC&R's are not within the purview of the County, but ensuring that the developer follows through with recording them is. Staff recommend a condition of approval to this effect.

Grading and Land Disturbance. The proposal includes extensive grading. The developer intends to cut down the tops of the ridgelines 5'-25' in some areas and fill in valleys with 5'-10' of fill. It appears the applicant is proposing that all earth moving be contained within the site, and no traffic mitigation plan is necessary. During preliminary plat approval the County Council provided for final staff approval of the grading plan so the developer may engage grading work sooner. Staff have approved phase 6 grading, a bond was received for the revegetation of the site, and a preconstruction meeting was recently held to kick-off the work. Staff recommend keeping the conditions of approval for grading valid for final plat approval as an added protection. The earthwork for the proposed design should be done by the developer with a competent contractor skilled in earthwork operations to insure conformance with the design elevations and grades.

Geologic and Geotechnical Evaluations. Geologic units have been identified on the site, and there are known geologic hazards study areas that exist within the building envelopes of lots and street areas¹⁶. These units include Tn, Qmc, and Qac. A geologic hazards study¹⁷ has been conducted, and the project geologist and geotechnical engineer has provided the "certifications" required by County Code¹⁸. Staff are recommending that all grading and improvements construction adhere to the recommendations of the

¹² See Rollins Ranch Development Agreement §3

¹³ LUMC §16-20-030 (adopted as ordinance #CO-06-15 on Aug. 1, 2006, and recorded on Sep. 7, 2006).

¹⁴ See the tables in Exhibit D of the Rollins Ranch Development Agreement.

¹⁵ See Rollins Ranch Development Agreement §2.3 and Exhibit E of the Agreement.

¹⁶ See Exhibit D of this report.

¹⁷ See MCC §8-5I.

¹⁸ See MCC §8-5I-12(A).

AGEC reports¹⁹. County code²⁰ also requires a notice recorded against the property indicating that a hazards study has been conducted.

Water Source. The applicant is proposing culinary water from the Cottonwood Mutual Water Company. A will serve letter has been provided that indicates the company's willingness and ability to serve the development.

The County has also received verification from the Mountain Green Secondary Water Company that indicates their willingness to serve.

The plat has signature blocks for each of these companies, the signature upon which demonstrates even further their willingness to provide water services to the development in accordance with the requirements of existing code.

Fire Protection. The development should comply with the International Fire Code and the 2006 Wildland Urban Interface Code²¹. Fire controls are administered by the Mountain Green Fire Protection District Chief.

Fire egress was a subject of concern during the preliminary plat approval, as evidenced in the conditions of approval. The applicant has obtained written verification from the Chief Stone indicating that accessibility does not pose a problem given existing laws²². He has reaffirmed his original approval of the proposal.

Sewer System. Sewage will be provided by the Mountain Green Sewer Improvement District. They have provided a conditional will serve letter for the proposal. The applicant should adhere to the sewer district's requirements for approval.

Storm Water. Storm water plans have been received, and the County Engineer has indicated that the existing Rollins Ranch detention basin has sufficient capacity to accommodate all of the currently proposed phases 4-6. However it should be noted that the detention basin is undersized to also accommodate the future phases 7-8 once they develop. Additional drainage detention facilities will need to be addressed by that owner at that time.

Utilities. The County has received will serve letters from Rocky Mountain Power, Mountain Green Sewer Improvement District, Cottonwood Mutual Water Company and Questar Gas. The construction drawings indicate that service lines will be extended to each lot.

A street light is also being proposed, in compliance with the requirements of Exhibit L-1 of the development agreement. The design of the streetlights should adhere to the standards therein. Operations and maintenance of the streetlights is the responsibility of the HOA.

Bonding. The project is vested in the laws that existed at the time of the development agreement. One such law is the requirement to bond for infrastructure improvements. The Land Use Management Code²³ of 2006 indicates that there are three types of "sureties" allowed: a "bond", an escrow, and cash. Current

¹⁹ Reports conducted by AGECE dated November 15, 2005 and August 27, 2013.

²⁰ See MCC §8-5I-13.

²¹ The project is not exempt from the requirements of the 2006 Urban Wildland Interface Code, as can be seen on Exhibit E of this report.

²² See Exhibit F for the Fire Chief's email.

²³ See LUMC §16-18-23.

law allows cash only. The bond must be in effect prior to plat recording. Its purpose is to act as a financial guarantee if the developer fails to accomplish the improvements that were required.

State law allows the County to collect up to 110% of the total cost of the development; 100% being held until improvements have been completed, then the remaining 10% held for a one year warranty for materials and workmanship. Considering the difficulties that the County has had in the recent past verifying and administering surety bonds and letters of credit in multiple subdivisions, staff recommends requiring a cash only bond, as provided for in the recommended conditions herein.

The applicant has proposed an alternative to bonding²⁴. Rather than submitting the 110% bond they want the County to allow them to commence construction prior to plat recording, and use the recordation of the plat as the necessary motivation for the improvements to be completed correctly and timely. To do this they have offered the County a subdivision completion agreement. When the improvements have been installed to the County's satisfaction, they then offer to submit a 10% bond to warranty the subdivision from defects in materials and workmanship in exchange for the plat being recorded. With this method, no lots will be allowed to be sold until *after* all improvements have been installed and the plat is recorded. This method of security has been used in a few other jurisdictions²⁵, but rarely in Morgan County in the recent past. It is not specifically discussed in the 2006 subdivision ordinance²⁶, but is not permitted in today's ordinances.

If the Planning Commission can find that this alternative is superior to a cash bond, then they should consider amending the recommended conditions seven and eight.

REVIEWS

Planning and Development Services Review. The Morgan County Planning and Development Service Department has completed their review of the subdivision application and has issued a recommendation for approval of the Rollins Ranch Phase 6 Final Plat, application #13.100, with the following comments:

1. The proposal complies with the Morgan County 2010 General Plan.
2. The proposal complies with zoning regulation requirements.
3. The proposal generally complies with the 2006 subdivision regulations.
4. The proposal generally complies with the Rollins Ranch Development Agreement.
5. The proposal appears to comply with the preliminary plat approval.
6. Adequate bonding should be in place prior to plat recording. It is recommended that plat recording occur prior to commencement of construction.

Engineering Review Comments. We received the latest final plans for Rollins Ranch Phase 6 and have checked them against our August 2, 2013 memo. All items were addressed with the exception of item 2 which requests a slope easement. It should also be noted that storm water calculations were submitted for Rollins Ranch Phases 4 through 6 to demonstrate that the existing detention basin is large enough to

²⁴ See Exhibit G.

²⁵ The Wasatch County Planning Director and the Weber County Engineer have both confirmed that this method of securing subdivision improvements is not frowned upon in their jurisdictions because regardless of whether the improvements are installed to the satisfaction of the County, no improvements will become public, no lots will be sold, and no building permits will be approved until *after* the plat is recorded. If the developer still fails to complete the improvements then the harm done is on private unsubdivided property, which includes potential drainage and erosion control issues, unsightly conditions, and the inability to collect higher tax revenue out of what would otherwise be subdivision lots.

²⁶ It is possible that it was not specifically addressed in the 2006 ordinances because of the way that UCA §17-27a-604.5 is crafted to also enable this method of improvements security.

detain water from these phases per County Standards. The calculations indicate that sufficient capacity is available for these phases, but the pond may be undersized to handle the Ponderosa property drainage once it develops.

An Engineer's Estimate of costs should be submitted for our review and approval. The estimate, once approved, will serve as the basis for improvement guarantee. Once the plan sets on mylar are submitted and the guarantee in place, we can hold a pre-construction meeting for this phase of the development.

County Surveyor Comments. The County Surveyor has indicated that the legal description on the proposed final plat does not precisely match the title report (minor discrepancies that need to be fixed prior to placing the plat on a mylar). He also recommends that all of the easement issues shown in the title report are better addressed. This can be done by showing them on the plat or explaining them. These issues are accommodated for in the conditions listed in this report.

Fire Chief Comments. The District Fire Chief has indicated that hydrant placement and egress in this proposed subdivision is satisfactory.

County Attorney. The County Attorney has been provided copies of the submitted subdivision and has not indicated any concerns.

STAFF RECOMMENDATION

Staff recommends approval of the Rollins Ranch Phase 6 Final Plat, applications #13.100, subject to the following conditions:

1. That all outsourced consultant services fees are paid in full prior to final plat recordation and/or the commencement of any construction.
2. That any minor administrative edits are provided to the satisfaction of respective reviewers, including minor surveying edits, and the accommodation for a public access easement for the trail through the open space area.
3. That GIS shapefile information is submitted to the GIS division of the Planning and Development Services Department of the new parcel data at or prior to plat recordation.
4. That, pursuant to MCC §8-12-32(N), the developer shall submit the name, proposed/existing articles of incorporation, and bylaws of the owner or organization empowered to own, maintain, and pay taxes on common area for recording with the final plat.
5. That, if the date of recording exceeds 30 days from the date on the current title report, then an updated title report shall be required to be submitted with the final mylar.
6. That all items in the title report are more fully explained, provided for, or eliminated to the satisfaction of the County Surveyor prior to final plat recordation and/or the commencement of any construction.
7. That Phase 6 plat is recorded prior to Phase 5 in order to provide for adequate open space requirements and that storm water easement across phase 6 is provided prior to final plat recordation and/or the commencement of improvements construction.
8. That prior to final plat recordation and/or the commencement of any construction a signed and notarize acknowledgement from Browning Arms is submitted that acknowledges that §2.10 of the Rollins Ranch Development Agreement has be satisfied in a manner that meets their needs.
9. That a signed and notarized Cash Escrow Public Improvements Agreement shall be executed in a manner as approved by the County Attorney prior to final plat recording. The cash escrow shall cover 110% of the cost of proposed improvements, as verified by the County Engineer.
10. That all work shall comply with the recommendations of the AGEC geologic and geotechnical reports dated November 15, 2005 and August 27, 2013. Prior to the issuance of the first building

permit within the subdivision the developer shall be required to submit verification from the project geologist and geotechnical engineer that the recommendations in the reports and requirements of MCC 8-5I have been adhered to.

11. That a geologic hazards disclosure notice is recorded against the property with plat recording in a form acceptable to the County Attorney, pursuant to MCC §8-5I-13.
12. That other than previously approved grading, no construction shall commence prior to execution of the improvements agreement and recordation of the plat.
13. That inasmuch as the Mountain Green Sewer Improvement District, Questar Gas, and Rocky Mountain Power have all given conditional will serve letters for the proposal, approval of the Final Plat is conditioned on the fulfillment of the various requirements of those entities. Failure to comply may result in voidance of Final Plat approval.
14. That all site grading shall be done in conformance with the approved plans, as stamped by the County Engineer, and shall be wholly contained onsite. No truck traffic mitigation plan has been presented therefore no truck traffic shall be permitted on public roads. Earthwork shall be conducted by the developer with a competent contractor skilled in earthwork operations to insure conformance with the design elevations and grades. All work shall be influenced by a licensed geologist and geotechnical engineer in conformance with any geologic hazards and geotechnical reporting, as may be applicable in MCC 8-5I.
15. That a note on the final plat shall contain the number of irrigation shares being provided for each lot and the irrigable acreage those shares may serve. The note shall also indicate by whom those shares are provided.
16. That noncompliance with the conditions herein may result in voidance of final plat approval, and may also result in the inability to record the final mylar and/or receive building permits.
17. That all other local, state, and federal laws are upheld.

This recommendation is based on the following findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with zoning requirements of the RR-1 zone as influenced by the PRUD and Rollins Ranch Development Agreement.
4. The proposal generally complies with the 2006 subdivision regulations.
5. The proposal generally complies with the Rollins Ranch Development Agreement.
6. That requiring the recording of phase six before five will avoid the potential lack of platting of and preservation of required open space, and is supported by §4.2A of the Rollins Ranch Development Agreement to provide for an orderly development of the project.
7. That MCC §8-5I indicates certain geologic units as hazard study areas, and requires that all development within them is free from unreasonable or unacceptable geologic hazards. The applicant has provided the certifications and insurance requirements of MCC §8-5I-12(A)
8. The listed conditions will bring the proposal into compliance with current requirements, and assist in the successful execution of a final plat.
9. That the listed conditions assist in providing effective mitigation of potential harmful impact on the health, safety, and welfare of the community.

MODEL MOTION

Sample Motion for a *Positive* Recommendation – “I move we forward a positive recommendation to the County Council of the Rollins Ranch Phase 6 Final Plat, application #13.100 subject to the findings and conditions listed in the September 20, 2013 staff report, and as modified by the conditions and findings below:”

1. List any additional findings and conditions...

Sample Motion for a *Negative* Recommendation – “I move we forward a negative recommendation to the County Council of the Rollins Ranch Phase 6 Final Plat, applications #13.100 subject to the following conditions:

1. List any additional findings...

SUPPORTING INFORMATION

Exhibit A: Rollins Ranch Concept Plan

Exhibit B: Future Land Use and Zoning Maps

Exhibit C: Final Plat Proposal

Exhibit D: Geologic Units Mapping

Exhibit E: Urban Wildland Interface Exemption Map

Exhibit F: Email from Mountain Green Fire Protection District Chief

Exhibit G: Alternative Bonding Request from Gardner Development

Exhibit H: Applicant’s request for Planning Commission review without certain final details

EXHIBIT B-1

Site Plan

LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

R1-20 1/2 Acre Basis (Phase 1,2,3 & 4)

| | Acres | |
|------------|-------|-------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |

Useable Open Space 16

| | |
|------------------|--------------------|
| Number of Lots | 147 |
| Average Lot Size | 13,772 square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|------------|--------|-------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |

Useable Open Space 45

| | |
|------------------|--------------------|
| Number of Lots | 121 |
| Average Lot Size | 48,162 square feet |

RR1 & R1-20 Combined

| | Acres | |
|------------|---------|-------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |

Useable Open Space 81

| | |
|------------------|--------------------|
| Number of Lots | 268 |
| Average Lot Size | 29,967 square feet |

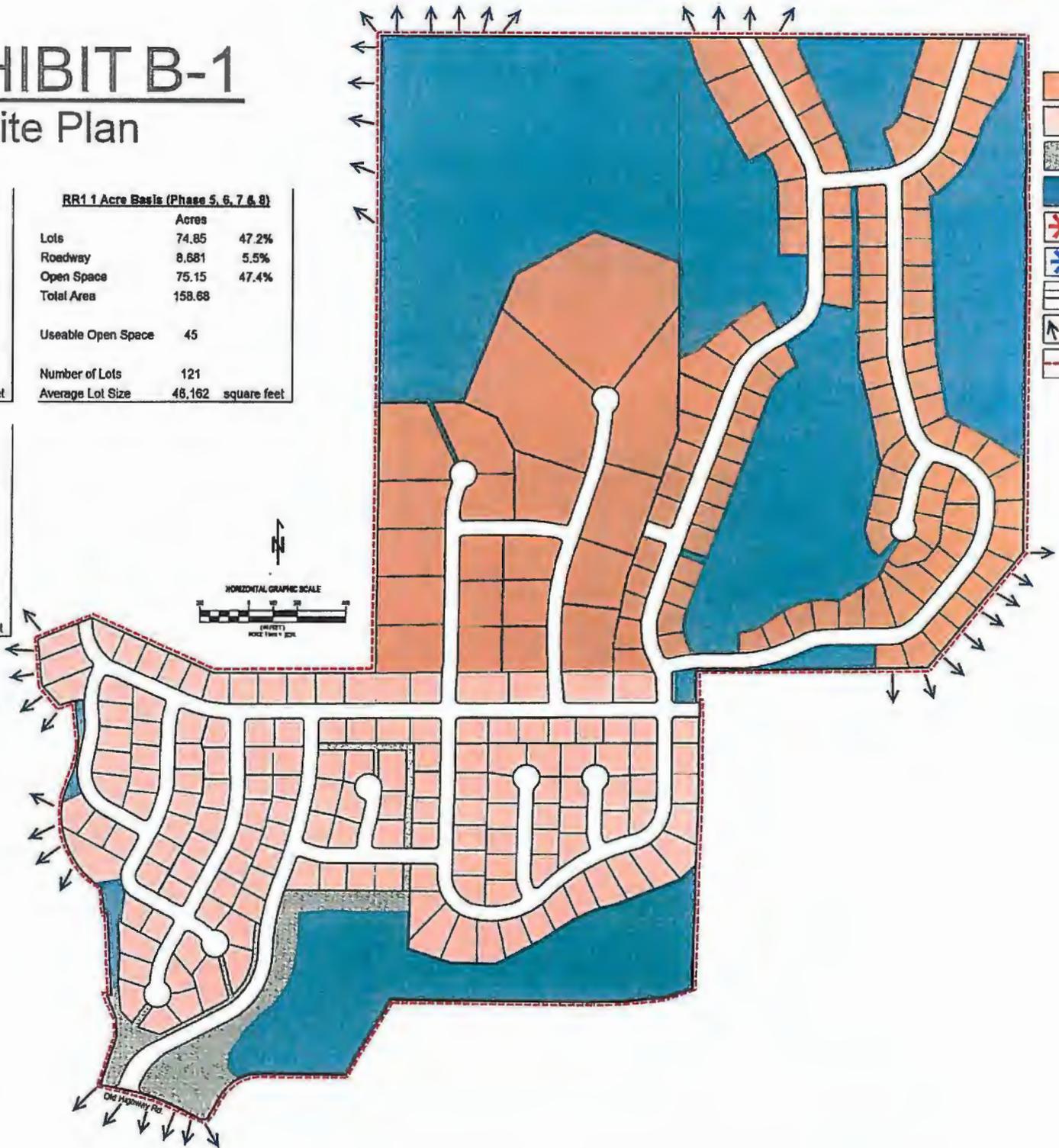
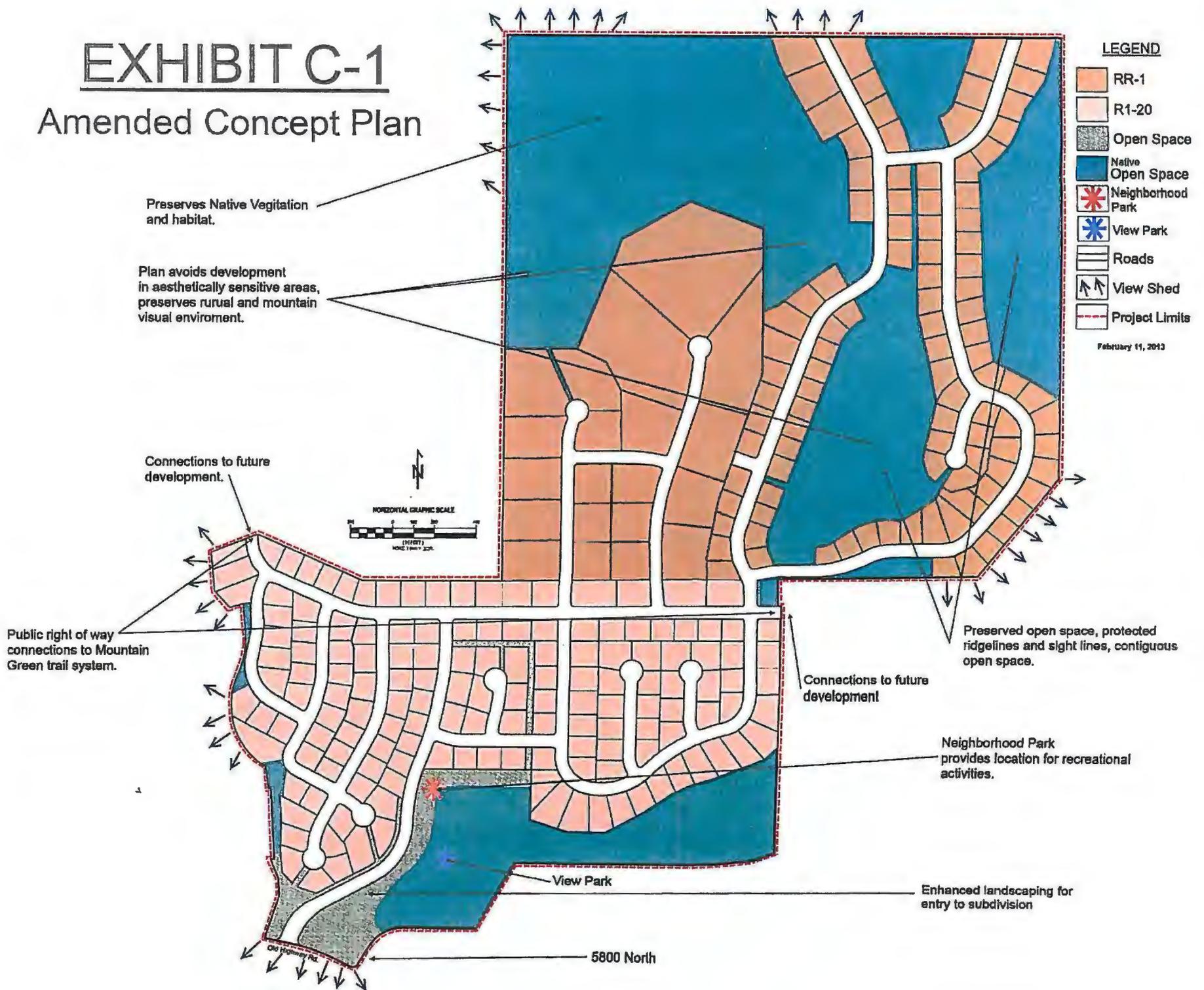


EXHIBIT C-1

Amended Concept Plan



Ent 128494 BK 0304 Pg 0647

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT D-1

Approved Use

RR1-20 1/2 Acre Basis (Phase 1, 2, 3 & 4)

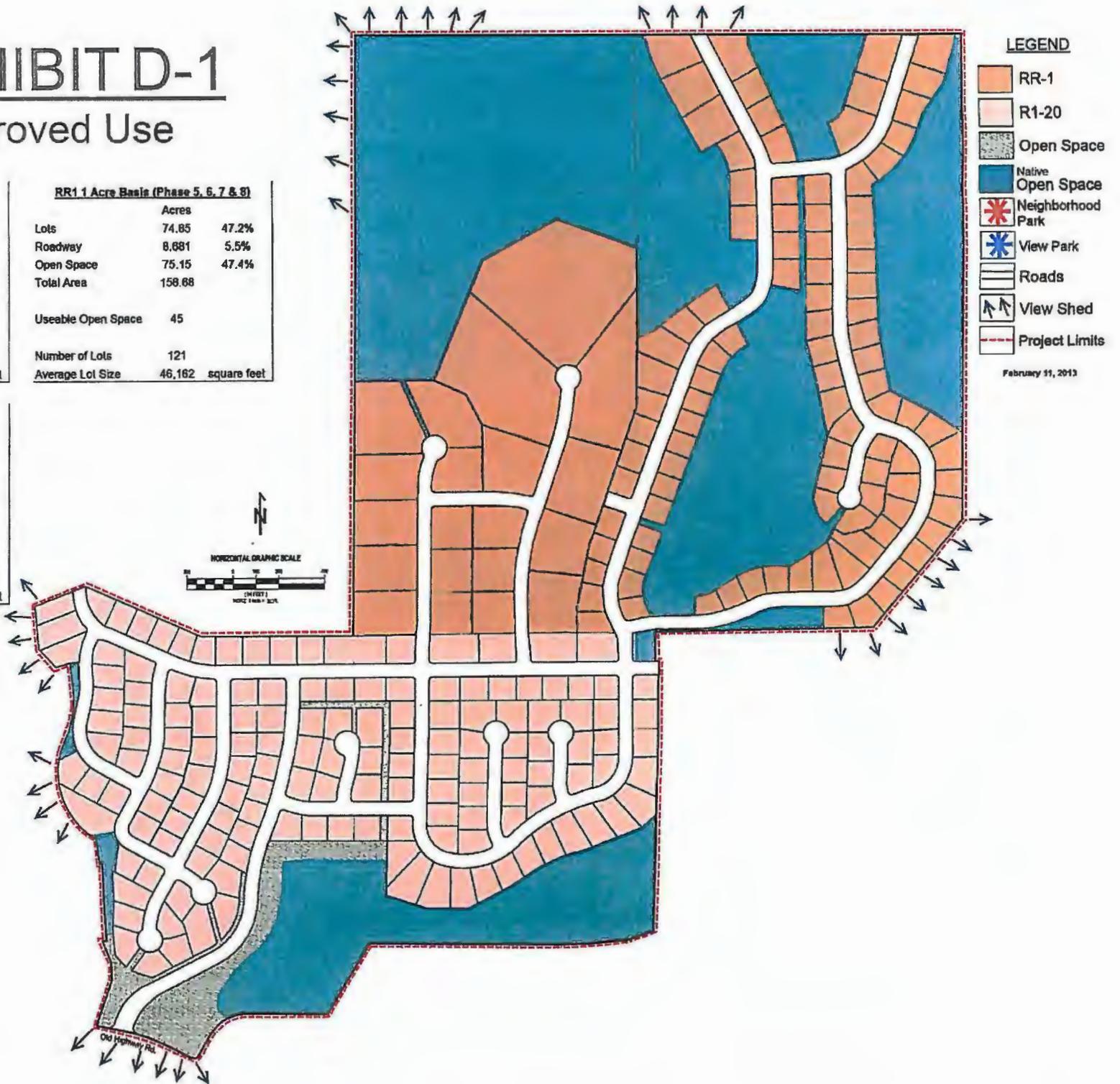
| | Acres | |
|--------------------|--------|-------------|
| Lots | 45.52 | 50.3% |
| Roadway | 17.86 | 19.7% |
| Open Space | 27.2 | 30.0% |
| Total Area | 90.58 | |
| Useable Open Space | 16 | |
| Number of Lots | 147 | |
| Average Lot Size | 13,772 | square feet |

RR1 1 Acre Basis (Phase 5, 6, 7 & 8)

| | Acres | |
|--------------------|--------|-------------|
| Lots | 74.85 | 47.2% |
| Roadway | 8.681 | 5.5% |
| Open Space | 75.15 | 47.4% |
| Total Area | 158.68 | |
| Useable Open Space | 45 | |
| Number of Lots | 121 | |
| Average Lot Size | 46,162 | square feet |

RR1 & R1-20 Combined

| | Acres | |
|--------------------|---------|-------------|
| Lots | 120.37 | 48.3% |
| Roadway | 26.541 | 10.6% |
| Open Space | 102.35 | 41.1% |
| Total Area | 249.261 | |
| Useable Open Space | 61 | |
| Number of Lots | 268 | |
| Average Lot Size | 29,967 | square feet |



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

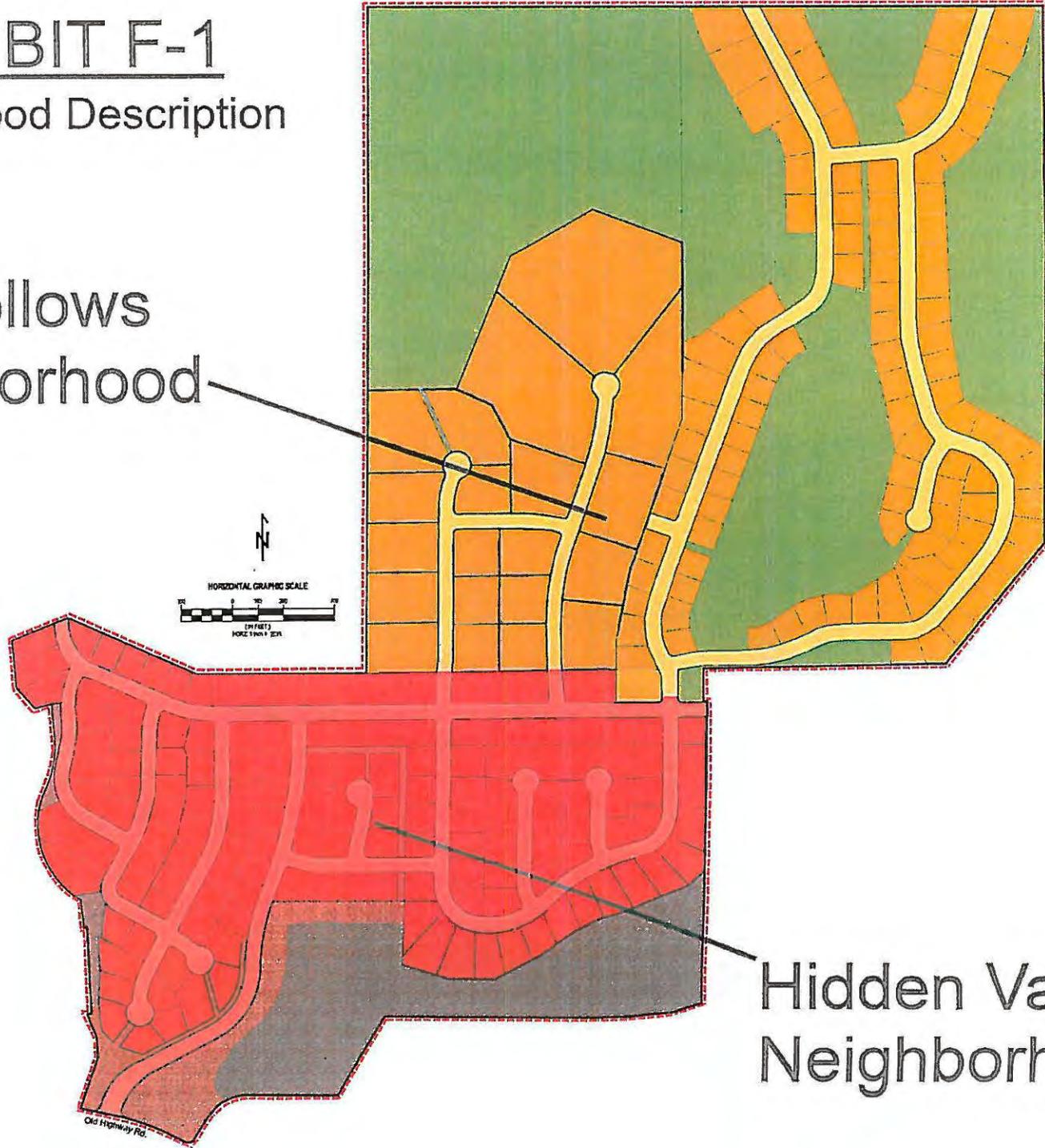
Ent 128494 BK 0304 Pg 0648

Exhibit A: Rollins Ranch Concept Plan

EXHIBIT F-1

Neighborhood Description

The Hollows
Neighborhood



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

February 11, 2013

Ent 128494 Bk 0304 Pg 0649

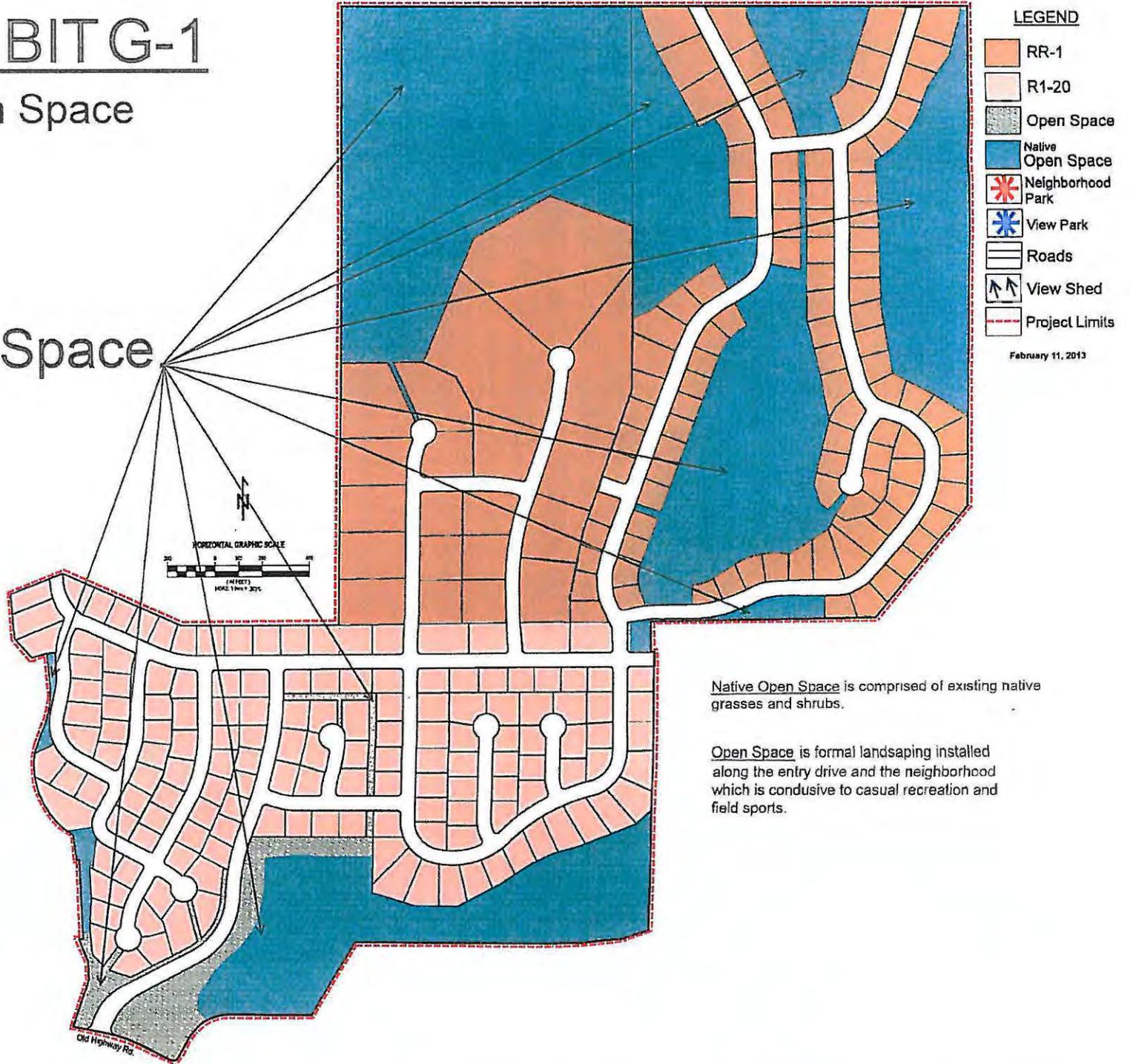
Exhibit A: Rollins Ranch Concept Plan

Hidden Valley
Neighborhood

EXHIBIT G-1

Open Space

Open Space



Native Open Space is comprised of existing native grasses and shrubs.

Open Space is formal landscaping installed along the entry drive and the neighborhood which is conducive to casual recreation and field sports.

EXHIBIT H-1

Parks

Neighborhood Park

View Parks



LEGEND

- RR-1
- R1-20
- Open Space
- Native Open Space
- Neighborhood Park
- View Park
- Roads
- View Shed
- Project Limits

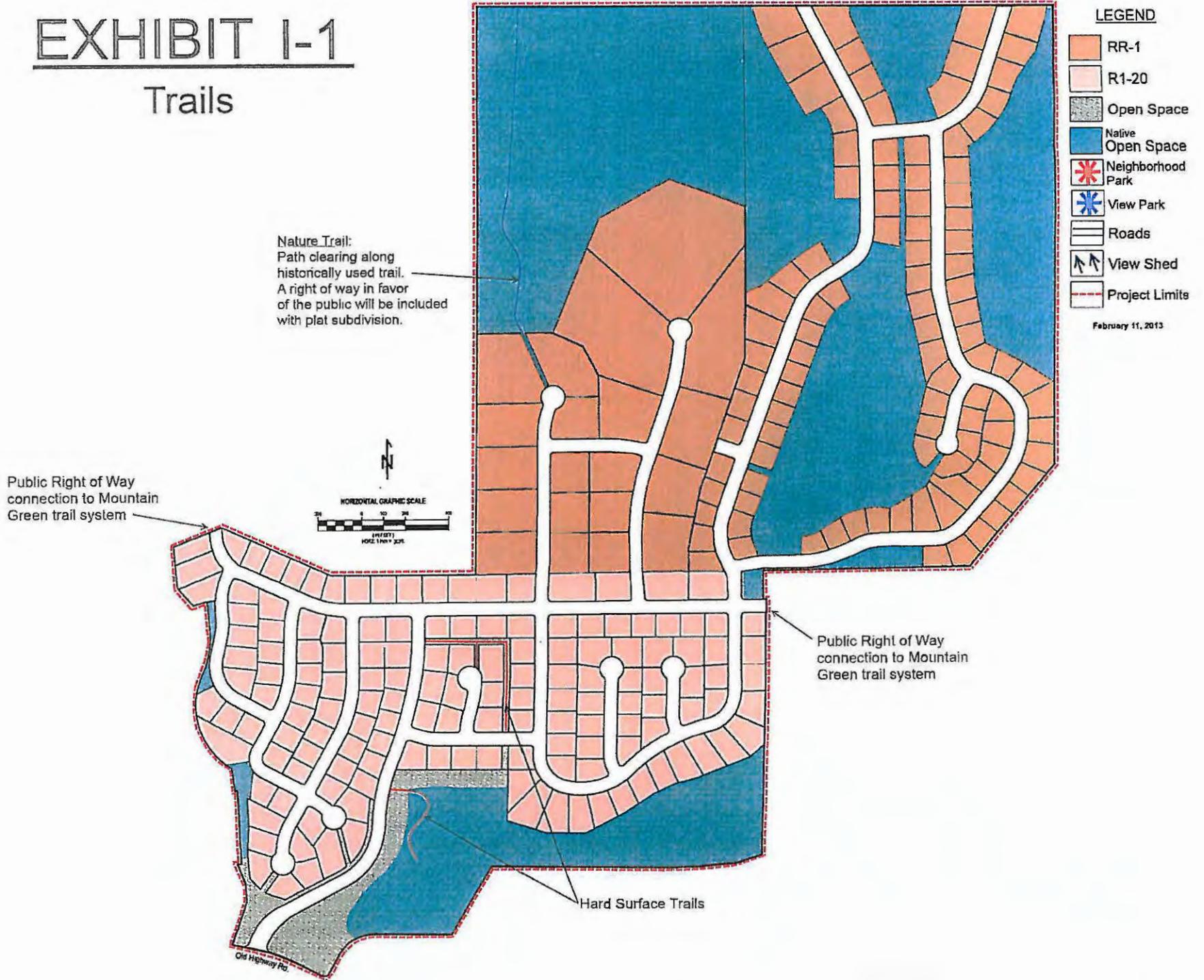
February 11, 2013

Neighborhood Park: Grass area conducive to casual recreation and field sports.

View Park: destination park with boulder to sit on and enjoy the view to the west.

EXHIBIT I-1

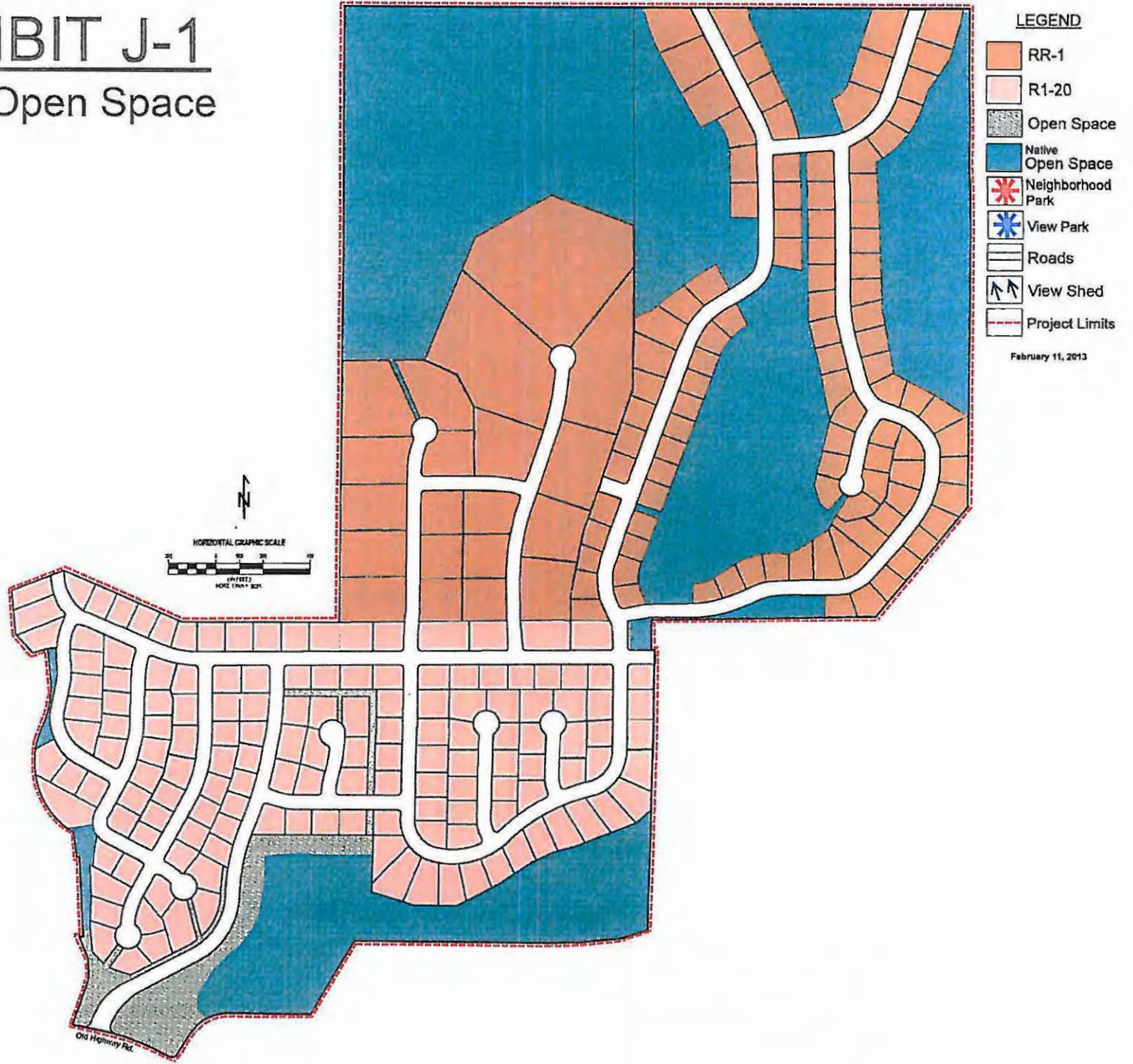
Trails



Ent 128494 BK 0304 Pg 0652

EXHIBIT J-1

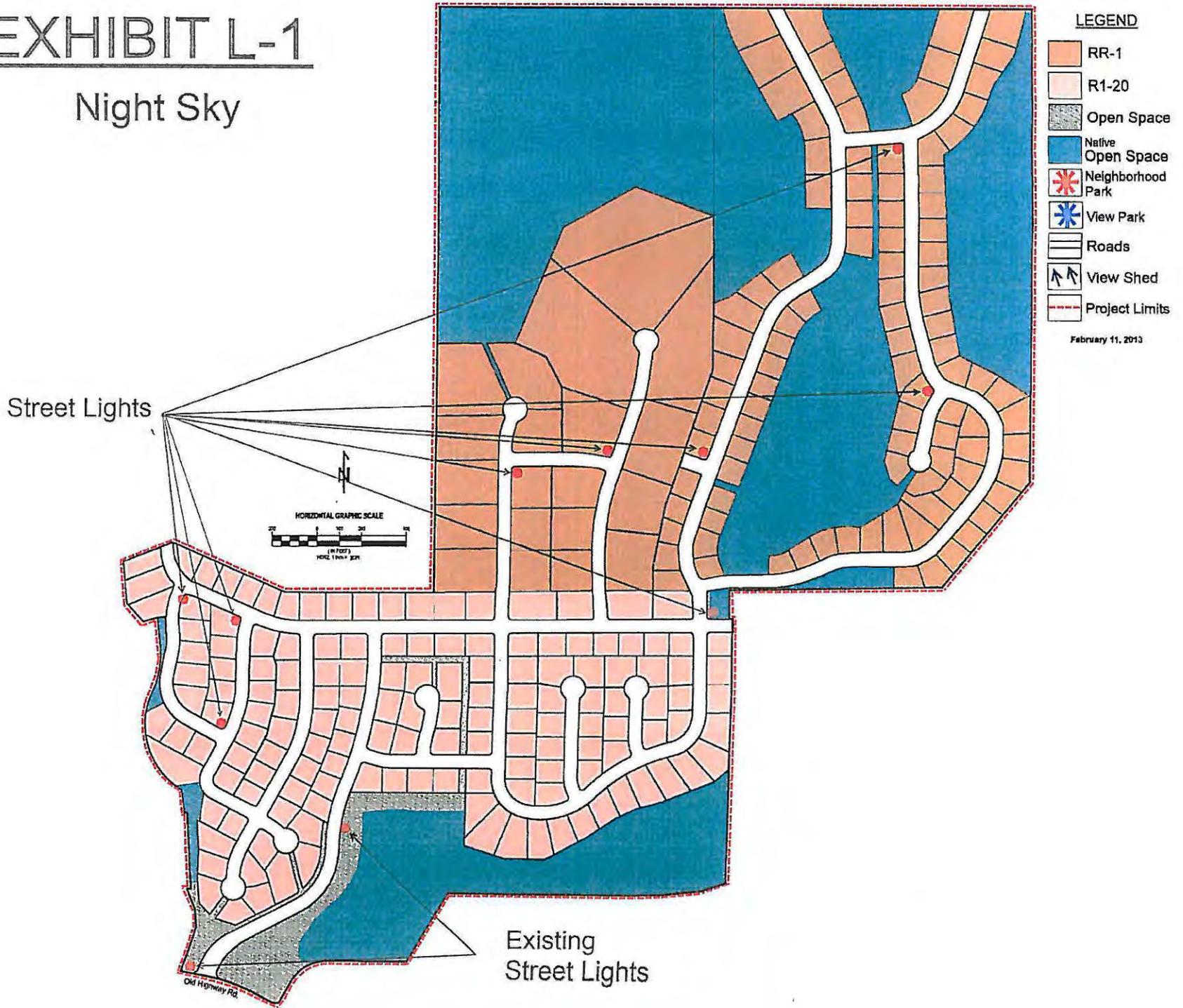
Native Open Space



Ent 128494 BK 0304 Pg 0653

EXHIBIT L-1

Night Sky



Ent 128494 BK 0304 Pg 0654

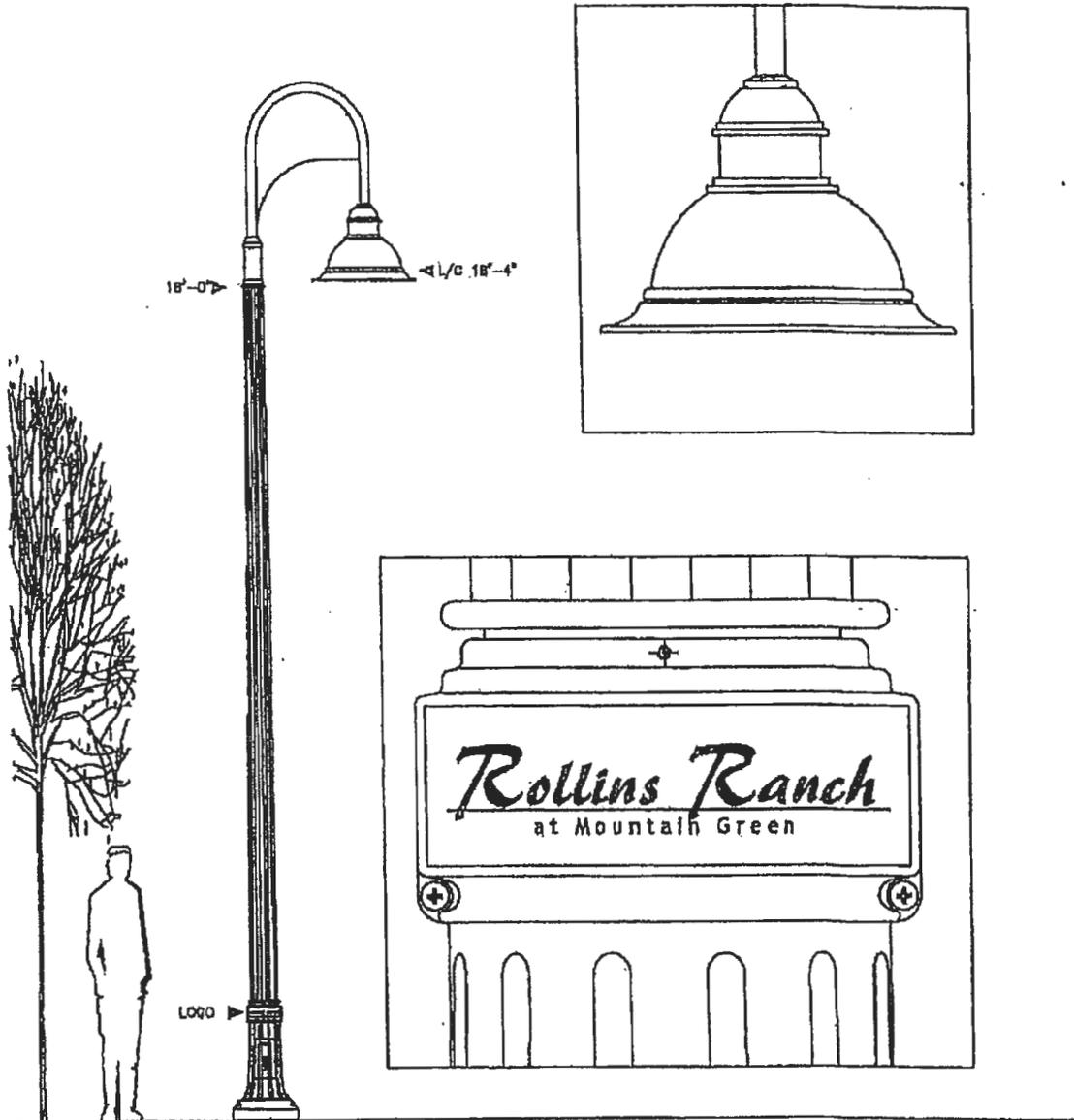
DEVELOPMENT AGREEMENT

EXHIBIT L-1 (Page 2)

(Night Sky)

640, 944 Curve Bay
Bainbridge (Ga.) Coroda, 370 227
Tel: (404) 440-7040
Fax: (404) 440-1485

PRESENTATION



DMS50

1:35

LUS482040-47038A



11-04-05

GM

Exhibit B: Future Land Use and Zoning Maps; Zone Map



Exhibit B: Future Land Use and Zoning Maps; Future Land Use Map

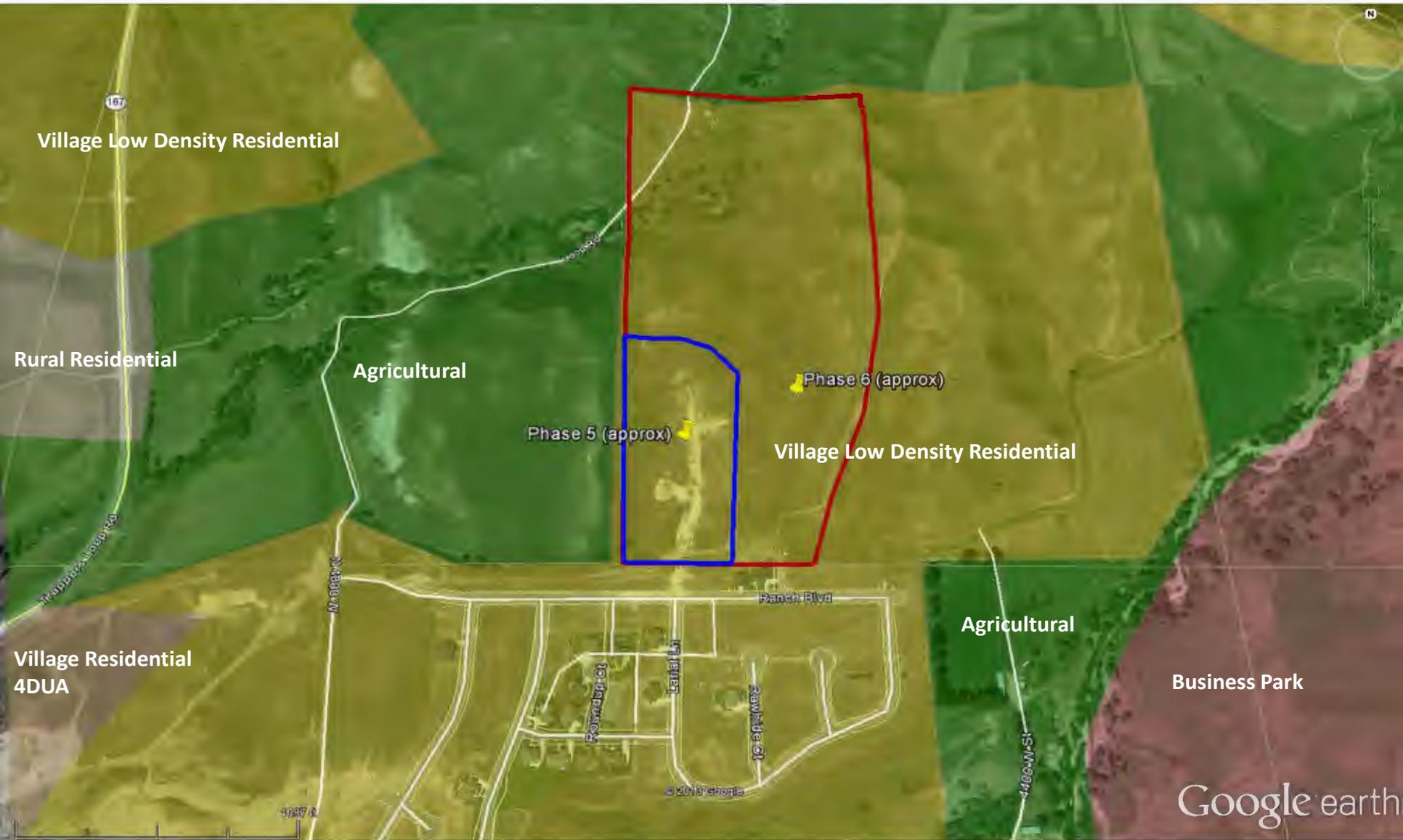


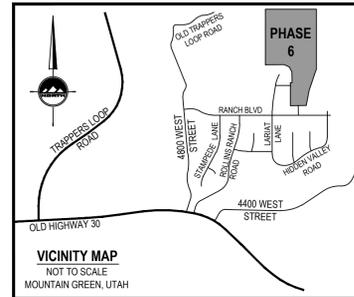
Exhibit C: Final Plat Proposal

(P1)

ROLLINS RANCH PHASE 6

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 24
TOWNSHIP 5 NORTH RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

NOTE: THIS PLAT CONTAINS TWO PAGES
SEE SHEET 2 of 2 FOR DRAWING



GENERAL NOTES:

- PROPERTY IS ZONED RR-1.
 - FRONT YARD SETBACK IS 20 FEET.
 - REAR YARD SETBACK IS 20 FEET.
 - SIDE YARD SETBACKS ARE 10 FEET AND 10 FEET.
 - CORNER LOT SIDE YARD SETBACK IS 10 FEET.
- LOT COVERAGE IS LIMITED TO 25% OF THE LOT AREA. COVERAGE IS DEFINED AS THE TOTAL LOT AREA COVERED BY FOUNDATION AREAS OF ALL STRUCTURES, INCLUDING THE LIVING AREA, PORCHES, GARAGES, AND ACCESSORY BUILDING AREA.
- PARCEL "A" IS AN OPEN SPACE PARCEL TO BE OWNED AND MAINTAINED BY THE ROLLINS RANCH HOME OWNERS ASSOCIATION, AND IS TO REMAIN AS "NATIVE GROUND".
- COVENANTS, CONDITIONS AND RESTRICTIONS WILL BE RECORDED WITH THIS PLAT, AND SHALL BE ON FILE IN THE OFFICE OF THE COUNTY RECORDER.
- AN AVIGATION EASEMENT IN FAVOR OF THE MORGAN COUNTY AIRPORT IS GRANTED FOR THE FREE AND UNRESTRICTED PASSAGE OF AIRCRAFT OF ANY AND ALL KINDS FOR THE PURPOSE OF TRANSPORTING PERSONS OR PROPERTY THROUGH THE AIR, IN, THROUGH, ACROSS AND ABOUT THE AIRSPACE OVER THIS LAND PARCEL. THE EASEMENT GRANTS THE RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN AIRSPACE, TOGETHER WITH THE RIGHT TO CAUSE OR CREATE, OR TO PERMIT OR ALLOW TO BE CAUSED OR CREATED, SUCH ANNOYANCES AS MAY BE INHERENT IN, OR MAY ARISE OR OCCUR FROM OR DURING THE OPERATION OF AIRCRAFT IN COMPLIANCE WITH ALL FEDERAL, STATE OR LOCAL AVIATION LAWS AND REGULATIONS AND ORDINANCES, AND OTHER AERONAUTICAL ACTIVITIES THEREIN. FURTHER, LOT OWNERS WITHIN THE ROLLINS RANCH AGREE TO RELEASE AND HOLD COUNTY HARMLESS FOR ACCIDENTS, DAMAGES AND NUISANCES RELATED TO SUCH USE OF SAID AVIGATION EASEMENT.
- BROWNING ARMS OPERATES A FIRE ARMS TEST RANGE ON NEARBY PROPERTY. PERIODIC GUNFIRE WILL BE AUDIBLE WITHIN THE BOUNDARIES OF THIS PROPERTY.
- AREAS ON LOTS WITH SLOPES STEEPER THAN 25% ARE UNBUILDABLE. AREAS WITH SLOPES BETWEEN 15% AND 25% HAVE BUILDING RESTRICTIONS. SEE MORGAN COUNTY ORDINANCE FOR SPECIFIC BUILDING RESTRICTIONS.
- MORGAN COUNTY RESTRICTS THE OCCUPANCY OF BUILDINGS WITHIN DEVELOPMENTS AS OUTLINED IN THE INTERNATIONAL BUILDING CODE, AS ADOPTED. ACCORDINGLY, IT IS UNLAWFUL TO OCCUPY A BUILDING LOCATED WITHIN ANY DEVELOPMENT WITHOUT FIRST HAVING OBTAINED A CERTIFICATE OF OCCUPANCY ISSUED BY MORGAN COUNTY.
- LARGE AMOUNTS OF FILL MAY BE FOUND ON VARIOUS LOTS IN THE SUBDIVISION AND FURTHER GEOTECHNICAL CONSIDERATIONS MAY BE NECESSARY PRIOR TO BUILDING PERMIT ISSUANCE.

NOTE:
UTILITIES SHALL HAVE THE RIGHT TO INSTALL, MAINTAIN, AND OPERATE THEIR EQUIPMENT BELOW GROUND AND ALL OTHER RELATED FACILITIES WITHIN THE PUBLIC UTILITY EASEMENTS IDENTIFIED ON THIS PLAT MAP AS MAY BE NECESSARY OR DESIRABLE IN PROVIDING UTILITY SERVICES WITHIN AND WITHOUT THE LOTS IDENTIFIED HEREIN, INCLUDING THE RIGHT OF ACCESS TO SUCH FACILITIES AND THE RIGHT TO REQUIRE REMOVAL OF ANY OBSTRUCTIONS INCLUDING STRUCTURES, TREES AND VEGETATION THAT MAY BE PLACED WITHIN THE P.U.E. THE UTILITY MAY REQUIRE THE LOT OWNER TO REMOVE ALL STRUCTURES WITHIN THE P.U.E. AT THE LOT OWNER'S EXPENSE, OR THE UTILITY MAY REMOVE SUCH STRUCTURES AT THE LOT OWNER'S EXPENSE. AT NO TIME MAY ANY PERMANENT STRUCTURES BE PLACED WITHIN THE P.U.E. OR ANY OTHER OBSTRUCTION WHICH INTERFERES WITH THE USE OF THE P.U.E. WITHOUT THE PRIOR WRITTEN APPROVAL OF THE UTILITIES WITH FACILITIES IN THE P.U.E.

THE PROPERTY OWNER ACKNOWLEDGES THAT HE/SHE IS BUILDING IN A LOCATION THAT IS FAR REMOVED FROM THE PRIMARY MORGAN COUNTY SERVICE AREAS. AS SUCH, THE PROPERTY IS ON NOTICE THAT THERE IS LIMITED ACCESS, INFRASTRUCTURE AND PUBLIC SERVICES IN THE AREA. SOME SERVICES, WHICH INCLUDE BUT NOT LIMITED TO GARBAGE PICK UP AND HIGH SCHOOL BUS SERVICE, MAY NOT BE PROVIDED. EMERGENCY RESPONSE TIME WILL BE LONGER THAN IT IS IN MORE ACCESSIBLE AREAS, AND ACCESS BY EMERGENCY VEHICLES MAY BE IMPOSSIBLE AT TIMES DUE TO SNOW AND ROAD CONDITIONS THAT THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT THERE MAY BE INFRASTRUCTURE IN THESE REMOTE LOCATIONS THAT DOES NOT MEET ADOPTED COUNTY INFRASTRUCTURE STANDARD. IT IS THE INTENT OF MORGAN COUNTY TO ATTEMPT TO CONTINUE TO PROVIDE THE EXISTING VARIETY, SCALE, AND FREQUENCY OF PUBLIC SERVICES AND INFRASTRUCTURE FOR ALL EXISTING AND NEW DEVELOPMENT IN THESE REMOTE AREAS OF MORGAN COUNTY. IT IS NOT THE INTENT OF MORGAN COUNTY TO INCREASE THE VARIETY, SCALE AND FREQUENCY OF PUBLIC SERVICES AND INFRASTRUCTURE OR TO PROVIDE URBAN LEVELS OF SERVICE AND INFRASTRUCTURE IN THESE AREAS. BY THIS NOTICE, THE PROPERTY OWNER ASSUMES THAT RISK OF OCCUPANCY AS OUTLINED ABOVE, AND IS HEREBY PUT ON NOTICE THAT THERE ARE NO ANTICIPATED CHANGES IN THE LEVELS OF SERVICE OR INFRASTRUCTURE BY EITHER MORGAN COUNTY OR THE APPROPRIATE SPECIAL SERVICE DISTRICT, NOR DOES THE PROPERTY OWNER EXPECT CHANGES BEYOND THOSE IDENTIFIED HEREIN.

SURVEYOR'S CERTIFICATE

I, KEITH R. RUSSELL, do hereby certify that I am a Licensed Land Surveyor, and that I hold certificate No. 164386, as prescribed under laws of the State of Utah. I further certify that 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 and streets, hereafter to be known as ROLLINS RANCH PHASE 6, and that the same has been correctly surveyed and staked on the ground as shown on this plat. I further certify that all lots meet footage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

Beginning at the Southeast Corner of Rollins Ranch Phase 5 Subdivision at a point on the North line of Rollins Ranch Phase 1 Subdivision, also being on the section line, said point being North 89°19'26" East 519.84 feet along the section line from the South Quarter Corner of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running:

- thence North 0°17'44" East 630.09 feet along the east line of Rollins Ranch Phase 5;
- thence North 89°19'26" East 44.68 feet along the east line of Rollins Ranch Phase 5;
- thence North 0°40'34" West 294.56 feet along the east line of Rollins Ranch Phase 5;
- thence North 28°12'41" West 153.92 feet along the easterly line of Rollins Ranch Phase 5;
- thence North 89°07'26" West 153.92 feet along the easterly line of Rollins Ranch Phase 5;
- thence South 89°19'26" West 344.96 feet along the north line of Rollins Ranch Phase 5 to the quarter section line;
- thence North 0°17'44" East 1518.88 feet along the quarter section line to the Center of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian;
- thence North 89°59'51" East 1226.84 feet along the quarter section line to a point South 89°59'51" West 1428.75 feet from the East Quarter Corner of said Section 24;
- thence South 0°00'55" East 1363.96 feet;
- thence South 9°49'30" West 343.03 feet;
- thence South 18°23'12" West 550.23 feet;
- thence South 8°44'37" West 413.80 feet to the Northeast Corner of Lot 149, Rollins Ranch Phase 1 Subdivision, said point being on the section line;
- thence South 89°19'26" West 426.10 feet along the north line of Rollins Ranch Phase 1 Subdivision, also being the section line to the point of beginning.

Contains 2,469,502 square feet, 56,692 acres, 10 Lots, 1 Parcel.

Date 9-6-13
 Keith R. Russell
 License no. 164386



OWNER'S DEDICATION

Known all men by these presents that I / we, the under-signed owner (s) of the above described tract of land, having caused same to be subdivided into lots, streets and open space, to hereafter be known as

ROLLINS RANCH PHASE 6

do hereby dedicate for perpetual use of the public streets, and for the perpetual use of public utility companies, all public utility easements shown on this plat as intended for public use, and do warrant, defend, and save the County harmless against any easement or encumbrances on the dedicated streets which will interfere with the County's use, operation, and maintenance of the streets and do further dedicate the easements as shown.

In witness whereof I / we have hereunto set our hand (s) this _____ day of _____ A.D., 20____.

By: _____ By: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
 County of MORGAN
 On the _____ day of _____ A.D., 20____, in the State of Utah, personally appeared before me, the undersigned Notary Public, in and for said County of _____, _____, who after being duly sworn, acknowledged to me that He/She is the _____ of _____ a Limited Liability Company and that He/She signed the Owner's Dedication freely and voluntarily for and in behalf of said Limited Liability Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
 County of MORGAN
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____, _____, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH J.S.S.
 County of MORGAN
 On the _____ day of _____ A.D., 20____, personally appeared before me, the undersigned Notary public, in and for said County of _____, _____, who after being duly sworn, acknowledged to me that He/She/They signed the Owner's Dedication, _____ in number, freely and voluntarily for the purposes therein mentioned.

MY COMMISSION EXPIRES: _____ RESIDING IN _____ COUNTY.

ROLLINS RANCH PHASE 6

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 24
TOWNSHIP 5 NORTH RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

MORGAN COUNTY RECORDER

ENTRY NO. _____ FEE
 PAID _____ FILED FOR RECORD AND
 RECORDED THIS DAY OF _____ 20____
 AT _____ IN BOOK _____ OF OFFICIAL RECORDS
 PAGE _____

SHEET 1 OF 2

PROJECT NUMBER: 4063W
 MANAGER: B.ELDER
 DRAWN BY: M.ELMER
 CHECKED BY: K.RUSSELL
 DATE: 9/6/13

MORGAN COUNTY RECORDER

BY _____ DEPUTY RECORDER

DEVELOPER
 ROLLINS RANCH LLC
 90 SOUTH 400 WEST SUITE 330
 SALT LAKE CITY, UTAH 84101

MOUNTAIN GREEN SECONDARY WATER CO. APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE MOUNTAIN GREEN SECONDARY WATER COMPANY.

CHAIRMAN, MOUNTAIN GREEN SECONDARY WATER COMPANY

COTTONWOOD MUTUAL WATER COMPANY APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE COTTONWOOD MUTUAL WATER COMPANY.

CHAIRMAN, COTTONWOOD MUTUAL WATER COMPANY

MORGAN COUNTY SURVEYOR

I HEREBY CERTIFY THAT THE MORGAN COUNTY SURVEYORS OFFICE HAS REVIEWED THIS PLAT FOR MATHEMATICAL CORRECTNESS, SECTION CORNER DATA AND FOR HARMONY WITH LINES AND MONUMENTS OF RECORD IN THE MORGAN COUNTY OFFICES. THE APPROVAL OF THIS PLAT DOES NOT RELIEVE THE LICENSED LAND SURVEYOR WHO EXECUTES THIS PLAT FROM THE RESPONSIBILITIES AND/OR LIABILITIES ASSOCIATED THEREWITH.

SIGNED THIS _____ DAY OF _____, 20____.

MORGAN COUNTY SURVEYOR

LAYTON
 1485 West Hillfield Rd.
 Suite 204
 Layton UT 84041
 Phone: 801.547.1100
 Fax: 801.553.6315

WWW.ENSIGNUTAH.COM



SALT LAKE CITY
 Phone: 801.255.0529
 TOOELE
 Phone: 435.843.3590
 CEDAR CITY
 Phone: 435.865.1453
 RICHFIELD
 Phone: 435.590.0187

MOUNTAIN GREEN SEWER DISTRICT APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE MOUNTAIN GREEN SEWER DISTRICT.

CHAIRMAN, MOUNTAIN GREEN SEWER DISTRICT

COUNTY ATTORNEY'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE MORGAN COUNTY ATTORNEY.

MORGAN COUNTY ATTORNEY

PLANNING COMMISSION APPROVAL

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____,
 BY THE COUNTY PLANNING COMMISSION.

CHAIRMAN, MORGAN COUNTY PLANNING COMMISSION

COUNTY ENGINEER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE MORGAN COUNTY ENGINEER

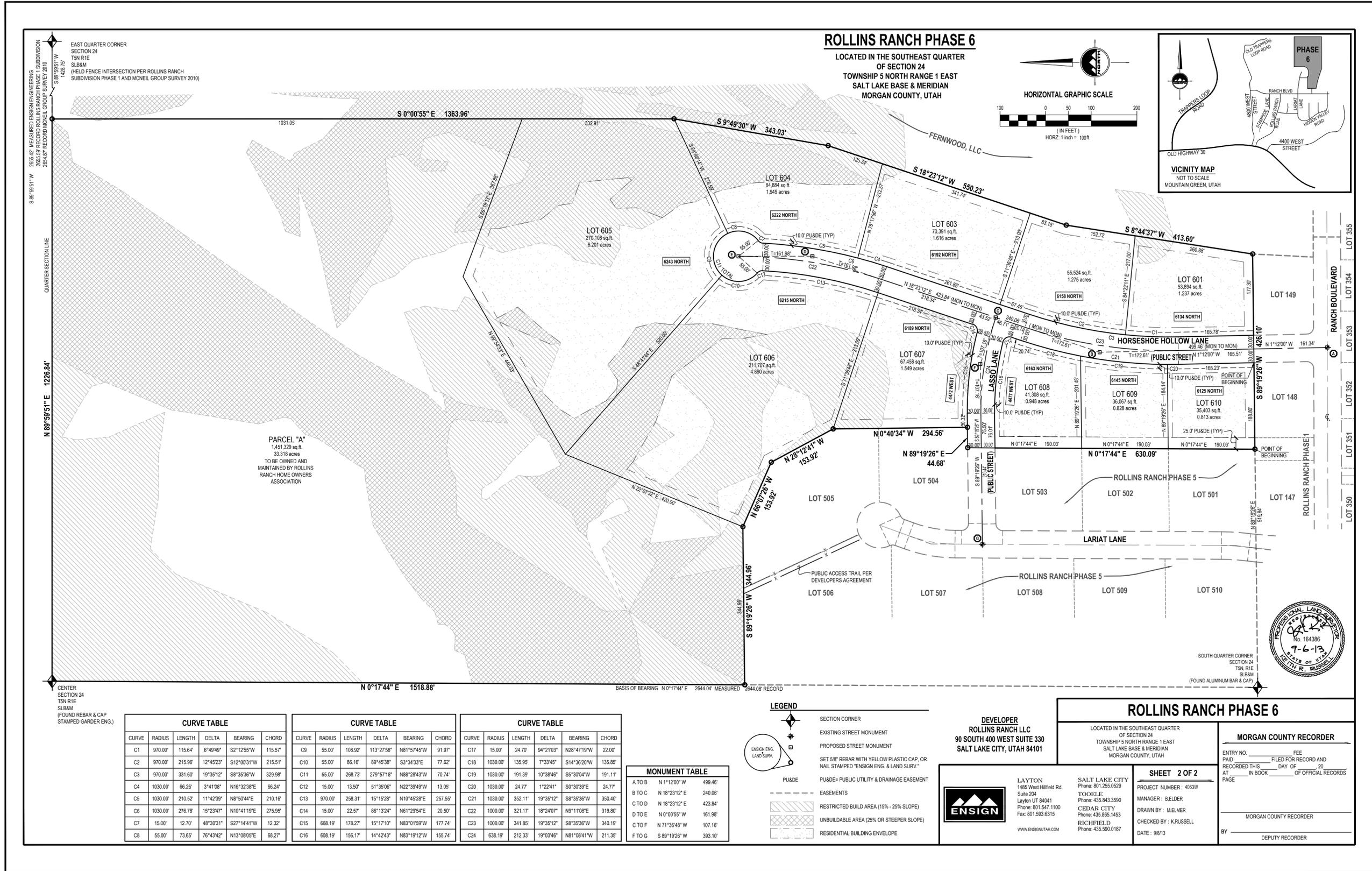
MORGAN COUNTY ENGINEER

COUNTY COMMISSIONER'S APPROVAL

APPROVED THIS _____ DAY OF _____, 20____,
 BY THE MORGAN COUNTY COMMISSIONERS

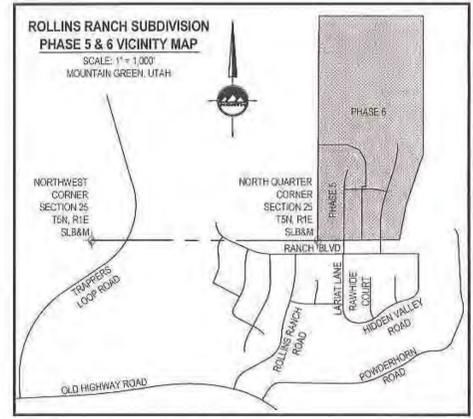
COUNTY COMMISSIONER

Exhibit C: Final Plat Proposal (P2)



 CALL BLUESTAKES @ 1-801-822-1111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION

BENCHMARK
USGS MONUMENT M326
LOCATED IN SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
ELEVATION = 5019



ENSIGN

LAYTON
1485 West Hillfield Rd.
Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315

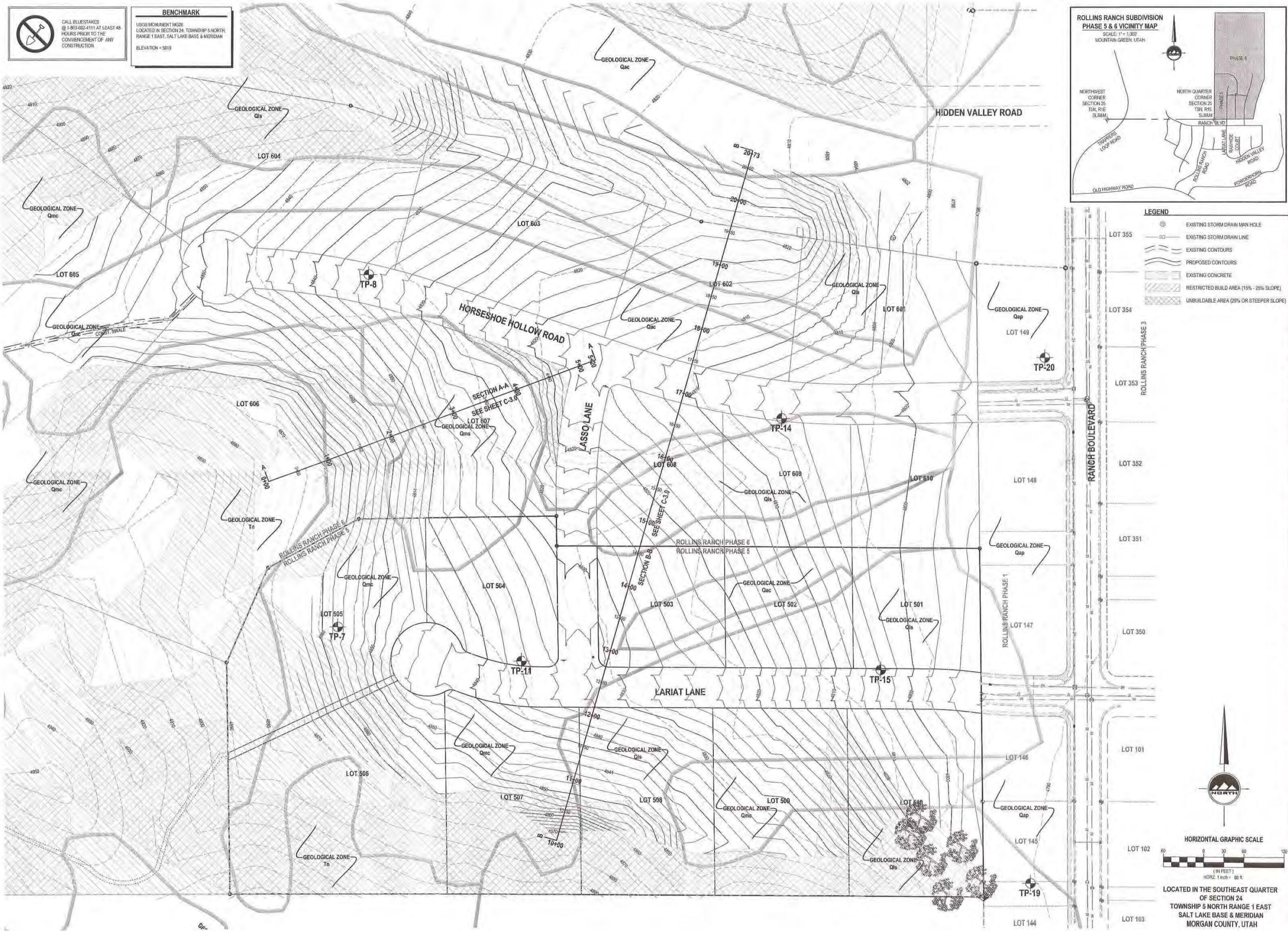
SALT LAKE CITY
Phone: 801.256.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

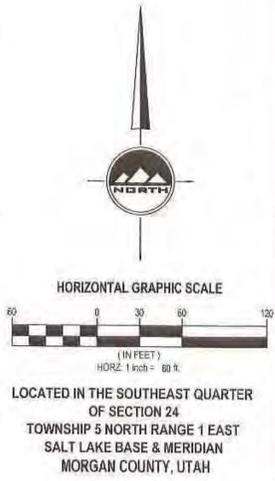
RICHFIELD
Phone: 435.590.0187

WWW.ENSIGNUTAH.COM



LEGEND

-  EXISTING STORM DRAIN MAN HOLE
-  EXISTING STORM DRAIN LINE
-  EXISTING CONTOURS
-  PROPOSED CONTOURS
-  EXISTING CONCRETE
-  RESTRICTED BUILD AREA (16% - 25% SLOPE)
-  UNBUILDABLE AREA (25% OR STEEPER SLOPE)



FOR:
ROLLINS RANCH LLC
80 SOUTH 400 WEST
SUITE 330
SALT LAKE CITY, UTAH 84101

CONTRACT:
CLIENT CONTACT
PHONE: 801-600-0000
FAX:

**ROLLINS RANCH SUBDIVISION PHASE 5 & 6
EARTHWORK PLAN
4600 WEST RANCH BOULEVARD
MOUNTAIN GREEN, UTAH**



| NO. | DATE | REVISION | BY |
|-----|---------|--------------------|-----|
| 1 | 6/16/13 | FOR GRADING PERMIT | MJS |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |

**PRELIMINARY
EARTHWORK
PLAN**

PROJECT NUMBER: 4003W DATE: 6/16/13
DRAWN BY: MELMER CHECKED BY: M.STATEN
PROJECT MANAGER: BLEDSOE

C-1.0

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 24
TOWNSHIP 5 NORTH RANGE 1 EAST
SALT LAKE BASE & MERIDIAN
MORGAN COUNTY, UTAH

Exhibit E: Urban Wildland Interface Exemption Map



Exhibit F: Email from Mountain Green Fire Protection District Chief

From: [LESTER L STONE](#)
To: [Charles Ewert](#)
Cc: [Skyler Gardner](#); [Brian Doyle](#)
Subject: Re: Fire Access and Rollins
Date: Saturday, September 14, 2013 7:05:41 AM
Attachments: [image002.png](#)
[image005.png](#)

Charlie:

After researching multiple-family dwellings, they pertain to condos/apartments or units that contain anywhere between 4-8 families. Obviously Rollins Ranch does not fall into that category and therefore is not held to the IFC standard to maintain two separate fire access entrances.

With that said, and knowing phase 4 removes a secondary means of egress for emergency personnel, the current entrance to Rollins should be sufficient for fire apparatus to leave safely.

The fire district will stand by their review of phases 4a, 4b, 5 and 6 in a letter dated 23 June 2013. One concern needed to be met and that was the placement of a fire hydrant at the radius of lot 428.

If you have any questions, please let me know.

Les Stone
Chief, Mountain Green Fire Protection District
801.829.2023

----- Original Message -----

From: [Charles Ewert](#)
To: '[LESTER L STONE](#)'
Sent: Monday, September 09, 2013 8:57 AM
Subject: RE: Fire Access and Rollins

Yes. Unsure of the answer for fire access, the council placed a condition on the prelim plat that you were satisfied with the proposal. Considering I already received their application for final, they should've already contacted you. Expect their call. You and I should catch up after they've contacted you for your acceptance/denial of the proposal.



Planning and Development Services Director



September 18, 2013

Morgan County
Charles Ewert
Planning & Zoning
PO Box 886
Morgan, UT 84050

RE: Rollins Ranch Subdivision Surety

Dear Charlie;

Enclosed please find a Subdivision Completion Agreement relating to the applications pending for Rollins Ranch Phases 4, 5 and 6. The agreement is currently written for Phase 6 but is applicable to each of the applications.

After the final approval of the subdivision, Rollins Ranch would like to install the improvements relating to the approved phase prior to plat recording and surety. Upon completion of the improvements the County will inspect the subdivision for conditional acceptance, record the approved subdivision plat and Rollins Ranch will deposit 10% surety for the warranty period of the improvements.

With the recording of the plat occurring after subdivision completion; Rollins Ranch will be required to complete the subdivision before any lots can be sold or permits issued. The County will have the ability to guarantee the completion of the improvements through this same plat recording.

This process has been successfully used in other projects involving Gardner Development including the storm drain installed along Old Highway and approved by the Council on August 2, 2011.

Rollins Ranch requests that the County Council motion include an approval of the attached agreement which gives greater detail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Skyler Gardner", is written over a horizontal line.

Skyler Gardner

SUBDIVISION COMPLETION AGREEMENT
FOR
ROLLINS RANCH PRUD—PHASE 6

THIS AGREEMENT (“**Agreement**”), entered into as of the ____ day of September, 2013 (the “**Effective Date**”), and is made by and between MORGAN COUNTY, a Utah municipal corporation (“**County**”), and Rollins Ranch, LLC, a Utah limited liability company (“**Rollins Ranch**”). The County and Rollins Ranch (collectively the “**Parties**”) hereby agree as follows:

Recitals

WHEREAS, in conjunction with development of Rollins Ranch PRUD, Phase 6 (the “**Subdivision Phase**”), the County has approved a final plat of subdivision for the Subdivision Phase titled “Rollins Ranch PRUD, Phase 6” (the “**Final Plat**”), a copy of which is attached hereto as **Exhibit “A”**; and

WHEREAS, Rollins Ranch intends to improve or cause to be improved various public infrastructure improvements shown on the Final Plat (collectively, the “**Infrastructure**”) and to subsequently dedicate the Infrastructure to the County pursuant to the recordation of the Final Plat; and

WHEREAS, the County and Rollins Ranch have agreed that prior to the County’s acceptance of the Improvements and recordation of the Final Plat, the Infrastructure will need to be completed by Rollins Ranch and inspected and accepted by the County; and

WHEREAS, the Parties wish to set forth in this Agreement the requirements for Rollins Ranch’s completion of the Infrastructure and the procedure and standards governing the County’s inspection and acceptance of the Infrastructure.

Agreement

NOW, THEREFORE, the above recitals are incorporated herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties further agree as follows:

1. Completion of Infrastructure. Rollins Ranch shall complete, correct and/or replace, as applicable, the Infrastructure, as the same is more particularly described on the Final Plat and the approved plans and specifications for the Subdivision Phase (the “**Work**”), which plans and specifications are attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Specifications**”). Unless otherwise agreed in writing by the County, the Work shall be completed no later than November 30, 2014 (the “**Completion Date**”), and shall be completed in accordance with the Specifications.

2. Inspection of the Work. Within seven (7) calendar days of completion of the

Exhibit G: Alternative Bonding Request from Gardner Development

Work and at a time mutually agreed upon by the Parties, the County shall inspect the Work to verify that such Work has been completed in accordance with the Specifications (the “**Inspection**”). Within seven (7) calendar days after the Inspection, the County shall provide to Rollins Ranch one of the following: a) a list of items failing to meet Specifications (the “**Correction List**”); or b) written acknowledgment that there are no outstanding items to be completed or repaired and the Work is accepted by the County. The County agrees that it shall not unreasonably withhold, condition or delay the County’s approval and initial acceptance of the Work, provide such Work is completed in accordance with the Specifications.

3. Correction List. Upon receipt of a Correction List, if applicable, Rollins Ranch shall thereafter complete, or cause to be completed, all construction and repair items within thirty (30) calendar days. A re-inspection shall be performed by the County at a time mutually agreed upon by the Parties; provided, however, such re-inspection shall be done no later than thirty (30) calendar days after delivery of the Correction List to Rollins Ranch. The re-inspection shall be performed in accordance with the requirements of Section 2 of this Agreement.

4. Warranty Period. Upon the County’s initial acceptance of the Improvements, Rollins Ranch shall execute and deliver to the County a Cash Escrow Guarantee Agreement in the form attached hereto as **Exhibit “C”** (the “**Guarantee Agreement**”), which Guarantee Agreement shall require the Improvements to remain free from any damage arising from any defects in construction, materials and workmanship for a period of one year following the County’s initial acceptance of the Work, and further require Rollins Ranch to deposit with the County pursuant to such Guarantee Agreement the sum of \$ _____ (the “Cash Deposit”), which amount represents ten percent (10%) of the County Engineers estimate to complete the Improvements.

5. Acceptance of Subdivision Phase; Processing of Building Permits. The County hereby agrees that upon Rollins Ranch’s completion of the Work, delivery of the Guarantee Agreement and deposit of the Cash Deposit pursuant to the requirements of this Agreement, the County will: (a) initially accept the Subdivision Phase and commence providing County services to the Subdivision Phase; (b) record, or cause to be recorded the Final Plat; (c) accept applications for building permits for lots within the Subdivision Phase; and (c) grant certificates of occupancy for residences constructed within the Subdivision Phase that are constructed pursuant to duly issued building permits and in accordance with the plans and specifications approved by the County in connection with such permits.

6. Integration. This Agreement replaces any prior agreements, verbal or written, between the Parties, and contains their complete understanding with regard to the subject matter hereof. No promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by both Parties.

7. Attorneys’ Fees. Should an action be brought to enforce the terms of this Agreement by either party, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs incurred in any such matter.

8. Notice. Notice to Rollins Ranch or the County shall be mailed or delivered to the address shown in this Agreement. The date notice is received at the address shown in this Agreement shall be the date of actual notice, however accomplished.

Exhibit G: Alternative Bonding Request from Gardner Development

9. No Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to Rollins Ranch and the County and not to third parties, including, but not limited to, lot purchasers, contractors, subcontractors, laborers, suppliers, or others. The County shall not be liable to claimants or others for obligations of Rollins Ranch under this Agreement.

10. Waiver. The failure by any party to insist upon the immediate or strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a failure to perform thereof shall not constitute a waiver of any such failure to perform or any other covenant, agreement, term, or condition. No waiver shall effect or alter the remainder of this Agreement, but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring failure to perform.

11. Time is of the Essence. Time is of the essence of this Agreement. In case either party shall fail to perform the obligations on its part at the time fixed for the performance of such obligations by the terms of this Agreement, the other party may pursue any and all remedies available in equity or law.

12. Governing Law. This Agreement shall be interpreted pursuant to, and the terms thereof governed by, the laws of the State of Utah.

13. Successors. Rollins Ranch and County, as used in this Agreement, shall also refer to the heirs, executors, administrators, successors, and/or assigns of Rollins Ranch and the County respectively.

14. Modification. Except as otherwise authorized by this Agreement, this instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

15. Captions. The titles or captions of this Agreement are for convenience only and shall not be deemed in any way to define, limit, extend, augment, or describe the scope, content, or intent of any part or parts of this Agreement.

16. Severability. If any portion of this Agreement is declared invalid by a court of competent jurisdiction, the remaining portions shall not be affected thereby, but shall remain in full force and effect.

Exhibit G: Alternative Bonding Request from Gardner Development

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COUNTY OF MORGAN

By: _____
Its: _____

ATTEST:

Attest: _____
County Recorder

Rollins Ranch, LLC

By: _____
Its: Manager

EXHIBIT A
TO
SUBDIVISION COMPLETION AGREEMENT

(Final Plat for the Subdivision Phase)

[See Attached]

Exhibit G: Alternative Bonding Request from Gardner Development

EXHIBIT B
TO
SUBDIVISION COMPLETION AGREEMENT

(Plans and Specifications for the Final Phase)

[See Attached]

EXHIBIT C
TO
SUBDIVISION COMPLETION AGREEMENT

(Guarantee Agreement)

[See Attached]

Exhibit H: Applicants request for Planning Commission review without certain final details

From: [Skyler Gardner](#)
To: [Charles Ewert](#)
Cc: [Dan Bridenstine](#); [Rulon Gardner](#)
Subject: Re:
Date: Wednesday, September 18, 2013 5:26:11 PM
Attachments: [RR Surety letter.pdf](#)
[Subdivision Completion Agreement--Phase 6 - 1.doc](#)
[RR questar will serves.pdf](#)

Charlie,

Attached please find:

- 1) Formal letter requesting infrastucture prior to surety and recording plat.
- 2) Subdivision Completion Agreement to go along with letter
- 3) Copies of Phase 5 and 6 questar letters.

I have been actively working with the Engineer and Title Company to address the other items but it looks like it is going to take a little longer than expected, so please accept this email as a written request to be on the Sept. 26 commission agenda. I am confident that by that time correction will have been made to the requested items.

Skyler

Skyler Gardner
[801.528.1313](tel:801.528.1313)
Skyler@rcgardner.com

On Tue, Sep 17, 2013 at 7:59 PM, Charles Ewert <cdewert@morgan-county.net> wrote:

Skyler and Dan,

Here are the comments I promised. I failed to provide a more full review of 5-6, but will work on them out of the office tomorrow and get any noted changes to you ASAP. I need you to address each of these issues by Thursday at noon. If for some reason you can't, please submit a statement in writing that you still want it on the Sep 26th meeting, and I will be sure it is there.

1. I have the same comments on 4a as I show on the attached 4b.
2. Surveyors comments on the attached and the previous redlines should be addressed, with a resubmittal no later than Thursday at noon. Please send an electronic version of the resubmittal to von hill at vrhill@hillargyle.com for his expedited review.
3. Please address all of the items in the Title report, and explain whether they are an issue or why they are not.



PLANNING COMMISSION AGENDA
Thursday, September 12, 2013
Morgan County Council Room
6:30 PM

PUBLIC NOTICE is hereby given that the Morgan County Planning Commission will meet at the above time and date at the Morgan County Courthouse, Council Chambers, 48 West Young St, Morgan, Utah. The agenda is as follows:

1. Call to order – prayer
2. Approval of agenda
3. Declaration of conflicts of interest
4. Public Comment

Legislative Items

5. Hearing: Creation of the Snowbasin Resort Special District (RSD-Snowbasin); rezone of Snowbasin property to RSD-Snowbasin; and review of the proposed Snowbasin Conceptual Land Use Plan.
6. Discussion/Decision: A text amendment to create the RSD-Snowbasin District in Morgan County Code.
7. Discussion/Decision: Proposed RSD-Snowbasin rezone.

Administrative Items

8. Discussion/Decision: Porter's Place Subdivision Amendment
9. Staff Report
10. Approval of minutes from August 22, 2013
11. Adjourn

Members Present

Shane Stephens
David Sawyer
Debbie Sessions
Roland Haslam
Darrell Erickson
Steve Wilson

1. Call to Order- Prayer

Member Sessions welcomed everyone to the meeting tonight. Chairman Haslam was excused for the beginning of the meeting. Member Wilson offered prayer.

2. Approval of agenda.

3. Declaration of conflicts of interest.

There were no conflicts of interest.

4. Public Comment.

There was no public comment.

Legislative Items

5. Hearing: Creation of the Snowbasin Resort Special District (RSD-Snowbasin); rezone of Snowbasin property to RSD-Snowbasin; and review of the proposed Snowbasin Conceptual Land Use Plan.

Wally Huffman: presented the master plan of the Snowbasin rezone with Morgan and Weber Counties in developing a resort to use year-round. Originally they were not aware of a county line but this master plan is designed to create a single entity with the resort so there is a seamless county line. The master plan originated in Weber County and most of the operations are in that county. Weber County has expressed angst of the impact of development in the county. This one resort will incorporate both counties, with each respective county offering different lands and resources. Snowbasin has been growing steadily for the last 15 years and are a few years away from needing to open a second entry to the mountain at Strawberry by way of Trappers Loop Rd.

Becky Zimmerman, representing the Snowbasin team on this project, presented the Snowbasin vision: including environment, economics, art and community. Explained why it meets and exceeds criteria for rezone: representing what the county expected in the

general plan. This property has never been rezoned before. There is a total of 12,000 acres, with over 3800 acres in Weber and 8100 acres in Morgan County. The Snowbasin team has let the attributes of the land determine the development of the land and which developments should go where, including topography, wildlife, elevation, and many other factors to determine development.

Map explanations:

Area C Land Use Plan: being the portal to the resort, on the side of Trappers Loop, with some of the area being allocated to single-family homes, townhomes, and commercial use.

Area D Land Use Plan: golf, boutiques, and other facilities associated with golf.

Area E Land Use Plan: should not have any commercial use; only a residential area.

Area F Land Use Plan: both in Weber and Morgan Counties. Golf course, retail, restaurants with some residential use.

Open Space Trails Plan: white areas are development areas, while green areas are open terrain to connect neighborhoods together by trails.

Fiscal Impact Analysis: Report prepared by RRC consultants and reviewed by LYRB on behalf of Morgan County. Net benefits are significant due to revenue generating capacity from visitor and resident spending and high property values.

Explained that the Snowbasin Rezone fully complies with the Morgan County General Plan and meets the five requirements for Zoning District Implementation.

Chairman Haslam joined the members of the Planning Commission to preside and continue with the meeting.

Chairman Haslam asked if there were any questions for Snowbasin. There were none.

Bruce Parker, Principal of Planning Development Services, stated that the matter of concern is the possible rezone from an MU-160 to an RSD zone. The management code of Morgan County gives clear guidance and direction as the Planning Commission forms a recommendation. 1. Is this application in accordance to the county's general plan?

Explained the mix of residential, open space and commercial areas are in harmony with the master plan. 2. Have there been changing conditions that would promote a change of zoning that would allow a change from an MU-160 to a RSD? A traffic study and economic impact study have been performed and are in support of the master plan. How do we implement the RSD? Take a comprehensive approach; tailor some Land Use Regulations that specifically speak to the needs of Snowbasin. The RSD must also be consistent with the management code. RSD must promote the long-term goals of the county and make a long-term, positive contribution to the county.

Member Sessions moved to go into Public Hearing. Second by Member Sawyer. The vote was unanimous. The motion carried.

There were no comments made in the public hearing.

Member Erickson moved to go out of public hearing. Second by Member Sessions. The vote was unanimous. The motion carried.

6. Discussion/Decision: A text amendment to create the RSD-Snowbasin District in Morgan County Code.

Member Sessions moved to forward a recommendation of approval to the County Council for the creation of the RSD-Snowbasin zone district, as attached as Exhibit A to the Planning Commission Memo dated September 5, 2013, a part of application #12.153, creating a resort special district for the proposed Snowbasin Resort project, based on the following findings:

1. As required by MCC Section 8-3-4(D) the amendment is in accordance with the county's general plan, goals, and policies of the county; and changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of County Code.
2. The zoning district application materials, and the schematic development plan (concept plan), provided by Snowbasin;
 - a. Conforms to applicable provisions of the county's general plan.
 - b. Conforms to applicable provisions of the Management Code.
 - c. Will better preserve the property and neighborhood by integrated planning and design than would be possible under other zoning regulations.
 - d. Development of the property will contribute positively to the county's long term economic stability, and
 - e. The infrastructure plan will not be detrimental to the County's health, safety, and welfare.

Second by Member Erickson. The vote was unanimous. The motion carried.

Member Stephens joined the Planning Commission and abstained from the vote as he entered during the reading of the recommendation.

7. Discussion/Decision: Proposed RSD-Snowbasin rezone

Charlie clarified that the rezone will not actually be done tonight, but the ordinance will be created first and then a development agreement will be voted upon. He explained that tonight we are only recommending. Chairman Haslam expressed concern that the County Council may want to make changes to item #7; the Planning Commission is making an appropriate recommendation to send to the County Council for changes.

Member Sawyer moved to forward a recommendation of approval to the County Council for the Snowbasin zoning amendment application, Application #12.153, rezoning the 8,140 acre Snowbasin property from MU-160 to RSD-Snowbasin, based on the findings and requirements listed in the Consultant Planner Report, dated September 5, 2013.

Findings.

1. As required by Section 8-3-4(D) (Management Code) the amendment is in accordance with the county's general plan, goals, and policies of the county; and changed or changing conditions make the proposed amendment reasonably necessary to carry out the purposes of the Management Code.
2. The zoning district amendment application materials, and the schematic development plan (concept plan), provided by Snowbasin;
 - a. Conforms to applicable provisions of the county's general plan.
 - b. Conforms to applicable provisions of the Management Code.
 - c. Will better preserve the property and neighborhood by integrated planning and design than would be possible under other zoning regulations.
 - d. Development of the property will contribute positively to the county's long term economic stability, and
 - e. The infrastructure plan will not be detrimental to the county's health, safety, and welfare.

Requirements.

1. That the zoning amendment for the Snowbasin property, from MU-160 to RSD-Snowbasin, be implemented by the formulation and adoption, by the County Council, of a concurrent development agreement, such agreement specifically rezoning the Snowbasin property to "RSD-Snowbasin," and meeting all requirements of the Management Code, including Chapter 21.

Second by Member Erickson. The vote was unanimous. The motion carried. Member Stephens abstained, as he was not present during the discussion.

Administrative Items

8. Discussion/Decision: Porter's Place Subdivision Amendment

Ronda: This is currently a 2-lot subdivision with the desire to subdivide into a 3-lot subdivision. This area is famous for its no-growth area. There is sufficient acreage and

frontage to allow all 3 lots to legally exist. The proposal will make all 3 lots conforming. We have approval from the fire marshal, UDOT and the health department. The home will have to be designed in accordance with the regulations for a flood zone, as it falls within the flood zone. They've applied for an additional water right and are waiting for approval from Weber Basin. He is asking County Council for an improvement exception to the road, as it belongs to UDOT. The copy of the shared-well agreement will be recorded.

Member Sessions wanted clarification of whether the width referred to the pavement or the right of way.

Ron Hales, builder from Center Point Construction, explained the right of way meets state requirements. The exception is the asphalt road that leads to the property after the bridge. The right of way is acceptable, or there never would have been a letter of approval from the state.

Member Erickson commented that Highway 66 used to be a county road and the state is maintaining it now. The state has no record as to the right of way. Usually you have a complete right of way with borders on both sides, but the state has turned that back to the county.

Mr. Hales stated that as he understands there is a 15 foot easement along the edge of the road on Highway 66. It may be different depending on who you talk to at the State.

Ronda suggested that the final plat be conditioned to have the clearly-identified right of way or it can be postponed.

Charlie stated the county standard is a 60 foot right of way. The Planning Commission made the assumption that UDOT would call their attention to it, as it is a UDOT road.

Member Erickson expressed concern that the issue of the right of way along Highway 66 could be a potentially large problem for the future.

Ronda feels confident there is 60 feet, otherwise the title report would've identified it and the survey shows it goes to the UDOT line.

Charlie presented the current plat map and there was discussion about the easement and driveway.

Ronda said a new subdivision code requires that a geotechnical survey be done for types of soil and fault lines through the property. Just because the land is flat, doesn't mean it can't move. It's a requirement and has been done.

Member Stephens expressed frustration and concern for this new survey.

Mr. Hales commented that the engineering piece alone on this property has been very expensive. As a building constructor, it is burdensome, but necessary.

Chairman Haslam asked if the bridge meets the width code.

Ronda affirmed that it does and can handle the additional loads. The bridge cannot exceed 30 feet and must have a minimum of 12 feet.

Member Sessions moved to forward a positive recommendation to the County Council for the Porter's Place Subdivision Amendment# 1, application# 13.044, subject to the conditions and based on the findings presented in the staff report dated September 4, 2013, and as modified by adding the condition below:

Condition #7. That if necessary the appropriate dedication of land to UDOT is made. Second by member Erickson.

Chairman called for discussion.

Mr. Hales commented on the 60 ft right of way, stating that the State of Utah and Morgan County have identified it on the map.

Member Erickson explained that the issue is with the county and the state, not on the individual.

Mr. Hales wondered why this should be a condition for him.

There was debate and discussion about the issue of the right of way along Highway 66.

Member Sessions said there is not a dedication; it may not have been properly dedicated.

Charlie offered that he and Ronda will verify what the standard is and make any necessary changes.

Member Erickson addressed Mr. Hales, saying he is the guinea pig in addressing this big problem.

Ronda stated that no gaps or overlaps were found during the title report and expressed her confidence that it meets the 60 foot requirement.

Member Erickson stated there is not an agreement in place now to say what the right of way is. The county's standard is 60 feet, but it's not been certified by the state to reflect that number. Member Erickson continued by saying he doesn't want to hold them up.

Member Stephens stated that he is not in favor of the condition.

An amendment to the previous motion was made:

Member Stephens moved to remove item #7 from the conditions. Second by Member Sawyer. The vote was not unanimous with Members Stephens, Sawyer, Wilson for and Members Erickson and Sessions against. The motion carried with a vote of 3 to 2.

The motion was not unanimous with Members Stephens, Sawyer, Sessions and Wilson for and Member Erickson against. The motion carried with a vote of 4 to 1.

9. Staff Report

Training opportunities for Planning Commission members were discussed.

10. Approval of minutes from August 22, 2013

Member Erickson moved to approve the minutes. Second by Member Sessions. The vote was unanimous. The motion carried.

11. Adjourn

Member Stephens moved to adjourn. Second by Member Sawyer. The vote was unanimous. The motion carried.

Approved: _____ **Date:** _____
Chairman

ATTEST: _____ **Date:** _____
Mickaela Moser, Transcriptionist
Planning and Development Services

DRAFT