

**NORTH VILLAGE RESORT**  
**DEVELOPMENT AGREEMENT**  
**[Small-Scale Subdivision]**

-oo0oo-

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 25th day of August, 2015, by and between Granite Development Associates, LLC (hereinafter called "Developer"), and Wasatch County, a political subdivision of the State of Utah (hereinafter called the "County"). Developer and the County are hereinafter referred to individually as a "Party" and collectively as the "Parties." This Agreement supersedes and replaces any previous agreements entered into or representations made by and between Developer and the County involving the Property (defined below).

**RECITALS**

- A. The County, acting pursuant to its authority under Utah Code Ann. Section 17-27-101, et seq., and Section 17-53-223, and Section 17-53-302(13), as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations, in the exercise of its discretion, has elected to approve and enter into this Agreement.
- B. Developer has a legal interest in certain real property consisting of approximately 39 acres located in the unincorporated portion of the County, as described in Exhibit A attached hereto.
- C. Developer has requested approval to develop the real property described in Exhibit A as a mixed use resort village consisting of 370 eru's with 312 condo/hotel units, 81 townhome lots, 288,000 square feet of commercial, conference and support, hotel water park with 18 rooms together with other uses, as more particularly described in Section 2 of this Agreement. This development is commonly known as North Village Resort and is more particularly described in a Plat on file with the Wasatch County Recorder, which Plat is incorporated by reference herein.
- D. The County desires to enter into this Agreement because the Agreement establishes planning principles, standards, and procedures to: (1) eliminate uncertainty in planning and guide the orderly development of the Property consistent with the County General Plan, the County Development Code, and the conditions imposed by the Planning Commission and County Legislative Body; (2) ensure installation of necessary on-site and off-site public improvements; (3) provide for the timely payment of all fees and charges, including impact fees in the amounts set forth herein; (4) ensure that public services appropriate to the development of the Property are provided; (5)

provide affordable housing; and (6) otherwise achieve the goals and purposes of the County and Developer.

- E. Developer desires to enter into this Agreement to ensure that Developer may proceed with the Project in accordance with the "Applicable Law" (defined below).
- F. The County has undertaken review and planning actions relating to the development of the Property and the Project. These actions are set forth in the official minutes and record of the County Planning Commission and the County Legislative Body. A condition of final approval of the Project is that Developer enter into and abide by the terms of this Agreement. The terms of this Agreement apply to the Project, and to any and all phases or plats therein. These various review and planning actions are collectively referred to herein as the "Current Approvals."
- G. On \_\_\_\_\_, following a duly noticed public hearing, the County Planning Commission granted final approval to Developer, subject to Developer entering into this Agreement.
- H. By developing the Project in accordance with this Agreement, the Project shall be in compliance with the Wasatch County General Plan and all development ordinances, resolutions, rules, regulations, policies, standards, and directives of the County.
- I. Each Party acknowledges that it is entering into this Agreement voluntarily.

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

## AGREEMENT

### **Section 1. EFFECTIVE DATE AND TERM**

#### **1.1 Effective Date.**

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

#### **1.2 Term.**

The term of this Agreement (the "Term") shall commence upon the Effective Date and continue for a period of twenty-five (25) years. Unless otherwise agreed between the

County and Developer, Developer's vested interest(s) and right(s) contained in this Agreement expire at the end of the Term, or upon termination of this Agreement.

Upon termination of this Agreement, for any reason, the obligations of the Parties to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

## **Section 2. DEFINITIONS**

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it in this section.

"Applicable Law" shall have that meaning set forth in Section 4 of this Agreement.

"Approval Date" shall mean the date set forth in Recital G of this Agreement.

"Changes in the Law" shall have that meaning set forth in Section 4 of this Agreement.

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

"County General Plan" or "General Plan" shall mean the General Plan of Wasatch County, adopted December 10, 2001.

"Developer" shall have that meaning set forth in the preamble, and shall include Developer's successors in interest and assigns.

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

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

"Planning Commission" shall mean the Wasatch County Planning Commission.

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

"Project Improvements" shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not

limited to sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, and open space.

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

### **Section 3. OBLIGATIONS OF DEVELOPER**

#### **3.1 Obligations of Developer.**

- (a) ***Compliance With Conditions Imposed By County:*** Developer agrees to comply with any and all conditions imposed by county staff the Planning Commission, or the County Legislative Body during the permitting and approval process as set forth in the official minutes of the County Planning Commission and County Legislative Body included in this as an attachment.
- (b) ***Payment of Administrative Fees:*** Developer agrees to pay all generally applicable Wasatch County fees as a condition of developing the Property and Project.
- (c) ***Payment of Impact Fees:*** Wasatch County has enacted an impact fee ordinance. Subject to adjustments approved by the Director and/or the County Legislative Body, Developer agrees to pay the Wasatch County impact fees due and payable in connection with any structure built by Developer, or Developer's agent, employee, contractor, or subcontractor.
- (d) ***Construction of Project Improvements:*** All Project Improvements within each phase of the Project shall be inspected and accepted by the County in writing prior to the issuance of any building permit within that phase.
- (e) ***Bonding: Performance Bonds and Warranty Bonds.*** Developer shall post performance and warranty bonds in relation to the Project. The bonds shall conform to the requirements of section 16.27.18 of the Wasatch County Code.
- (f) ***Additional Conditions:*** The Developer shall perform the following additional conditions:

  1. North Village Resort will build structured parking for all of its three and four story buildings. Said structured parking will include 1,066 stalls as shown on the master plan included in this document in appendix B.



2. North Village Resort will limit buyers of units within the resort by controlling language in the CC&Rs to require a single property management firm to control against below market, long term or short term rentals.
3. North Village Resort will develop an 8' asphalt trail around the property for the benefit of the public for walking and bikes to be installed at the same time as the commercial pad sites including landscaping along the frontages of River Road and Highway 40.
4. North Village Resort will develop within the resort an indoor water park; a member's lodge; and an improved village plaza space of roughly 65,000 sq. ft. with restaurants, movie theaters, seating, etc.
5. North Village Resort will not build any apartments on the site.
6. North Village Resort will construct all buildings to the material standards required by county code to earn the maximum ERU bonus density and in a substantially similar manner to the renderings presented to the County Council and included in this agreement as appendix C and D.
7. All structures will only use stucco as a treatment and in no case will have no greater than 30% wall surface with stucco; at least 25% of wall surface of commercial and 33% of townhomes wall surface will be stone or faux stone; the remaining wall surface will be either stone, faux stone, or hardieplank product or wood; the buildings will be staggered instead of having a flat front; roof elements will include chimneys for venting, dormers and gables to create interesting architectural elements and break up the roofing mass. Each building will use similar but different materials to break up the massing. The Attached "Stacked Condos Over Retail" drawing presented in the public hearings is representative of the quality of the to be built product and units will be substantially similar to the renderings.
8. Developer and/or successors shall work in good faith to develop a project that meets the intent of the approvals, renderings, minutes, staff reports etc and creates a quality attractive entrance into the valley.

#### **Section 4. OBLIGATIONS OF THE COUNTY**

(a) **Vested Rights Generally.** Unless agreed to in writing by the Parties, the County shall not impose any further conditions upon the Developer in connection with the Project other than those detailed in this Agreement and in the official minutes of the County Planning Commission and County Legislative Body. As of the Effective Date of this Agreement, Developer shall have the vested right to develop the Property in accordance with this Agreement and Applicable Law.

(b) **Applicable Law.**

1. **Generally.** Unless otherwise provided herein, the rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be those rules, regulations, official policies, standards and specifications, including County ordinances and resolutions, in force and effect on the date the County Legislative Body granted preliminary approval to Developer. However, notwithstanding the foregoing, any person applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, and fire codes, and other County ordinances relating to the placement and construction of the proposed structure, that are in effect at the time the person files with the County a completed application for building permit.

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

(c) **Acceptance of Project Improvements.** The County agrees to accept all Project improvements intended for public use and constructed by Developer, or Developer's contractors, subcontractors, agents or employees, provided that (1) the Wasatch County Building and Engineering Department reviews and approves the plans for any Project improvements prior to construction; (2) Developer permits Wasatch County Building and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; (3) the Project improvements have been inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the plans and

specifications; (4) Developer has warranted the Project improvements as required by the Wasatch County Building and Engineering Department; and (5) the Project improvements pass a final inspection by the Wasatch County Building and Engineering Department.

**(d) Additional Obligations of the County.**

- a. [Add Obligations]
- b. [Add Obligations]
- c. [Add Obligations]

**Section 5. RESERVED LEGISLATIVE POWERS**

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

**Section 6. AMENDMENT**

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

**Section 7. DEFAULT**

Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting

Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.

## **Section 8. DEFENSE AND INDEMNITY**

### **8.1 Developer's Actions.**

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

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

### **8.3 County's Actions.**

Nothing in this Agreement shall be construed to mean that Developer shall defend, indemnify, or hold the County or its elected and appointed representatives, officers, agents and employees harmless from any claims of personal injury, death or property damage or other liabilities arising from (i) the willful misconduct or negligent acts or omissions of the County, or its boards, officers, agents, or employees; and/or (ii) the negligent maintenance or repair by the County of improvements that have been offered for dedication and accepted by the County for maintenance.

## **Section 9. NO AGENCY, JOINT VENTURE OR PARTNERSHIP**

It is specifically understood and agreed to by and between the Parties that: (1) the subject Project is a private development; (2) the County has no interest or responsibilities for, or due to, third parties concerning any improvements until such time, and only until such time, that the County accepts the same pursuant to the provisions of this Agreement; (3) Developer shall have full power over and exclusive control of the Property and Project herein described, subject only to the limitations and obligations of Developer under this Agreement; and (4) the County and Developer hereby renounce the existence

of any form of agency relationship, joint venture or partnership express or implied between the County and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the County and Developer.

## **Section 10. MISCELLANEOUS**

**10.1 Incorporation of Recitals and Introductory Paragraph.** The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

**10.2 Subjection and Subordination.** Each person or entity that holds any beneficial, equitable, or other interest or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within 15 days following a written request for the same from, and in a form reasonably satisfactory to the County.

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

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

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

### **10.6 Covenants Running with the Land.**

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

**10.7 Method of Enforcement.**

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

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

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

**10.10 Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

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

**10.12 Requests to Modify Use Restrictions.** Developer's successors, heirs, assigns, and transferees shall have the right, without the consent or approval of any other person or entity owning property in any other part of the Project, to request that the County modify any zoning classification, use, density, design, setback, size, height, open space, road design, road dedication, traffic configuration, site plan, or other use restrictions associated with that portion of the Project to which the successor, heir, assign, or transferee holds title. The County shall consider any such request, but is not required to grant it.

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

- (a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

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

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

### **Section 11. NOTICES**

Any notice or communication required hereunder between the County and Developer must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. Such notices or communications shall be given to the Parties at their addresses set forth below:

**If to the County:**

**Doug Smith Wasatch County Planning Director  
55 South 500 East  
Heber City, UT 84032**

**With Copies to:**

**Wasatch County Attorney  
805 West 100 South  
Heber City, UT 84032**

**If to Developer:**

**Granite Development Associates, LLC  
4134 East Wildcreek Road, Sandy, Utah 84092**

**With Copies to:**

**[List Counsel to Developer]**

### **Section 12. ENTIRE AGREEMENT, COUNTERPARTS AND EXHIBITS**

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

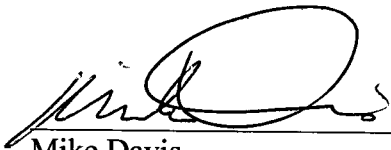
- Exhibit A** - Legal Description of the Property
- Exhibit B** - Structured parking plan drawing
- Exhibit C&D** Building renderings off all product types
- Exhibit E** Master plan of project
- Exhibit F** Minutes of Planning Commission and County Council
- Exhibit G** Staff reports
- Exhibit H** County Council Power Point presentation

**Section 13. RECORDATION OF DEVELOPMENT AGREEMENT**

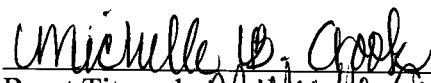
No later than ten (10) days after the County enters into this Agreement, the County Clerk shall cause to be recorded, at Developer's expense, an executed copy of this Agreement in the Official Records of the County of Wasatch.

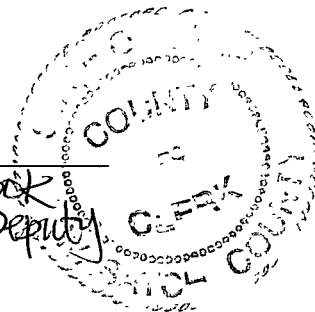
IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and the County as of the date and year first above written.

**FOR WASATCH COUNTY:**

  
 \_\_\_\_\_  
 Mike Davis  
 Wasatch County Manager

**Attest:**

  
 \_\_\_\_\_  
 Brent Fiteomb Michelle Crook  
 Wasatch County Clerk-Auditor / Deputy





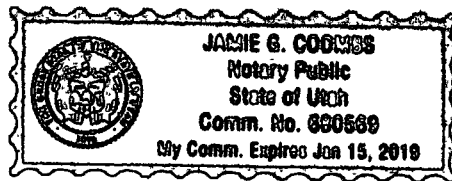
STATE OF UTAH )  
 ) ss:  
COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2015, by Michael Davis, who executed the foregoing instrument in his capacity as the Wasatch County Manager and by Brent Titcomb, who executed the foregoing instrument in his capacity as the Wasatch County Clerk Auditor. Michelle Crook

Jamie G. Coombs  
NOTARY PUBLIC  
Residing at: Wasatch County

My Commission Expires:

Jan. 15, 2019



FOR DEVELOPER:

By: [Insert Name of Individual]

Bruce Barrett  
[Insert Name and Title]

BRUCE BARRETT MANAGER GRANITE DEVELOPMENT ASSOCIATES, LLC

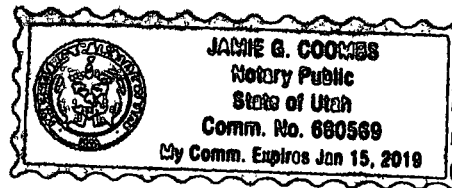
STATE OF UTAH )  
 ) ss:  
COUNTY OF Wasatch )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2015, by Bruce Barrett, who executed the foregoing instrument in his capacity as the Manager of Developer, a Granite Dev. Assoc., LLC.

Jamie G. Coombs  
NOTARY PUBLIC  
Residing at: Wasatch County

My Commission Expires:

Jan. 15, 2019



List of Exhibits:

1. Wasatch County Council meeting minutes
2. Power point Master plan presented to the County Council
3. Podium Parking plan
4. Building renderings including all products and materials

EXHIBIT A

NORTH VILLAGE RESORT DEVELOPMENT AGREEMENT

[Legal Description of Property]

Exhibit A

7-7557  
20-0622

**BOUNDARY DESCRIPTION**

A parcel of land located in the south half of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 89°17'02" West 1896.03 feet and North 869.84 feet from the south quarter corner of Section 18, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running thence North 04°56'20" West 92.58 feet; thence North 18°14'15" East 78.00 feet; thence North 50°01'05" East 71.10 feet; thence North 17°05'43" East 89.90 feet; thence North 31°02'10" East 139.90 feet; thence North 07°53'45" East 642.10 feet to the southerly right-of-way line of River Road; thence along the southerly right-of-way line the following five (5) courses: 1) North 85°31'22" East 163.90 feet; thence 2) South 78°50'32" East 174.02 feet to a point on a non tangent curve to the left having a radius of 1014.93 feet, of which the radius point bears North 00°25'54" East; thence 3) easterly along the arc of said curve 190.10 feet through a central angle of 10°43'53"; thence 4) North 71°02'57" East 53.38 feet; thence 5) South 89°36'04" East 702.69 feet to the westerly right-of-way line of US 40; thence along the westerly right-of-way line of US 40 the following two (2) courses: 1) South 24°22'00" East 683.96 feet; thence 2) South 23°12'07" East 457.13 feet to an existing fence; thence along the fence line the following four (4) courses: 1) South 89°18'16" West 300.75 feet; thence 2) South 89°57'53" West 185.35 feet; thence 3) South 89°19'16" West 734.23 feet; thence 4) South 89°33'11" West 776.14 feet to the point of beginning.

Description contains 38.93 acres.

Exhibit B

Structured Parking Plan

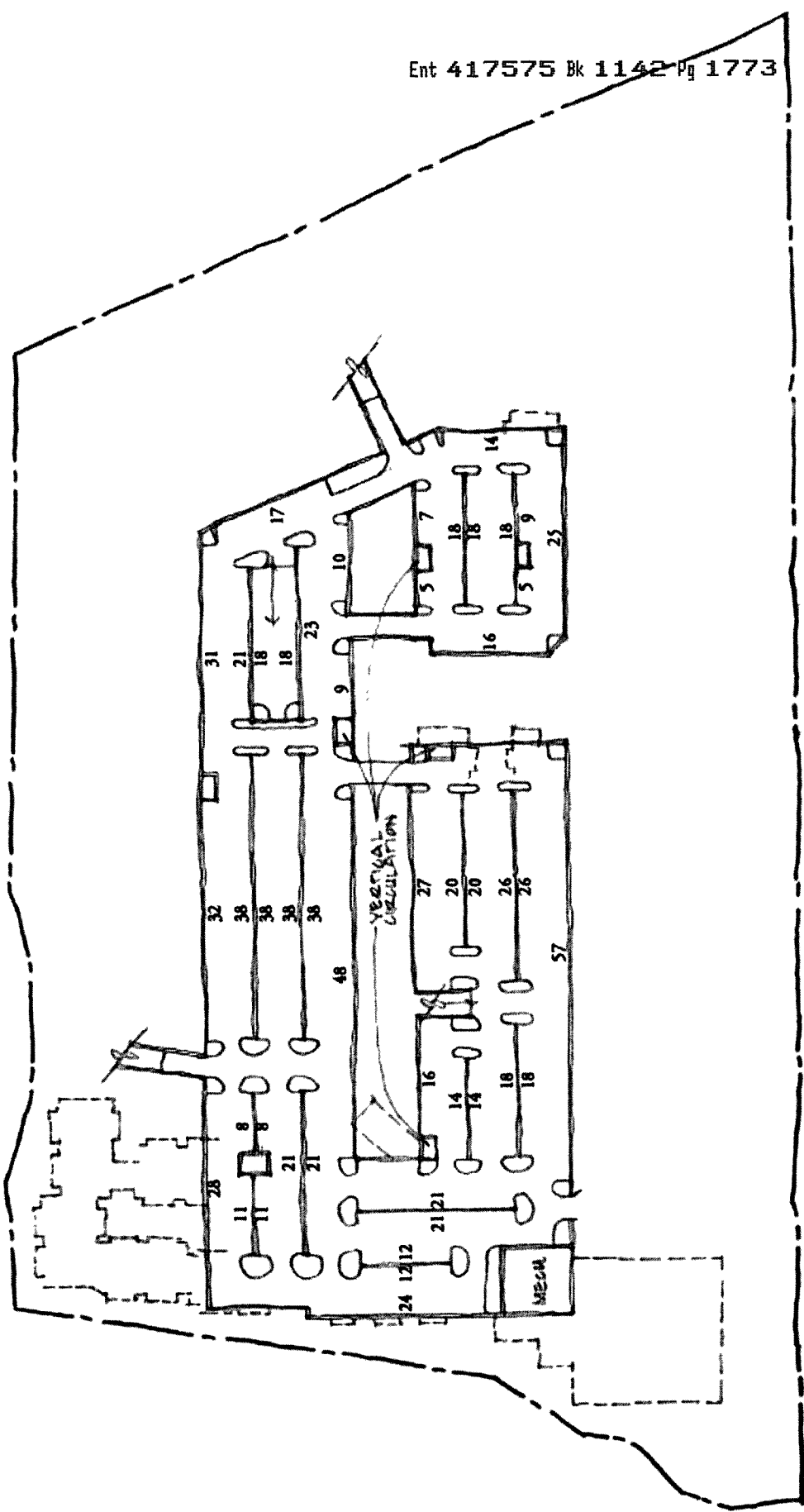
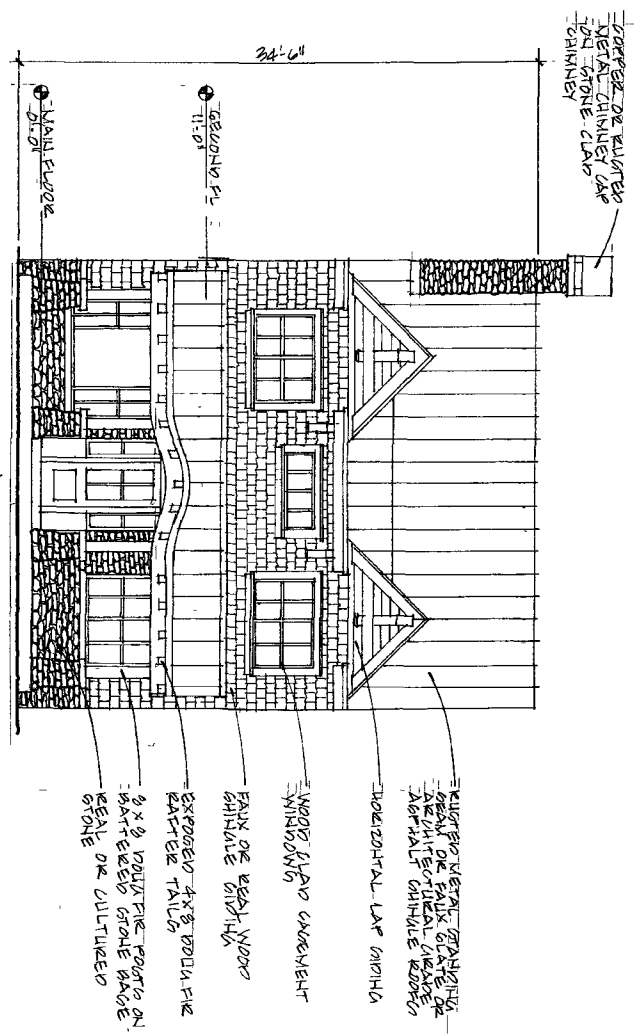


Exhibit C#D

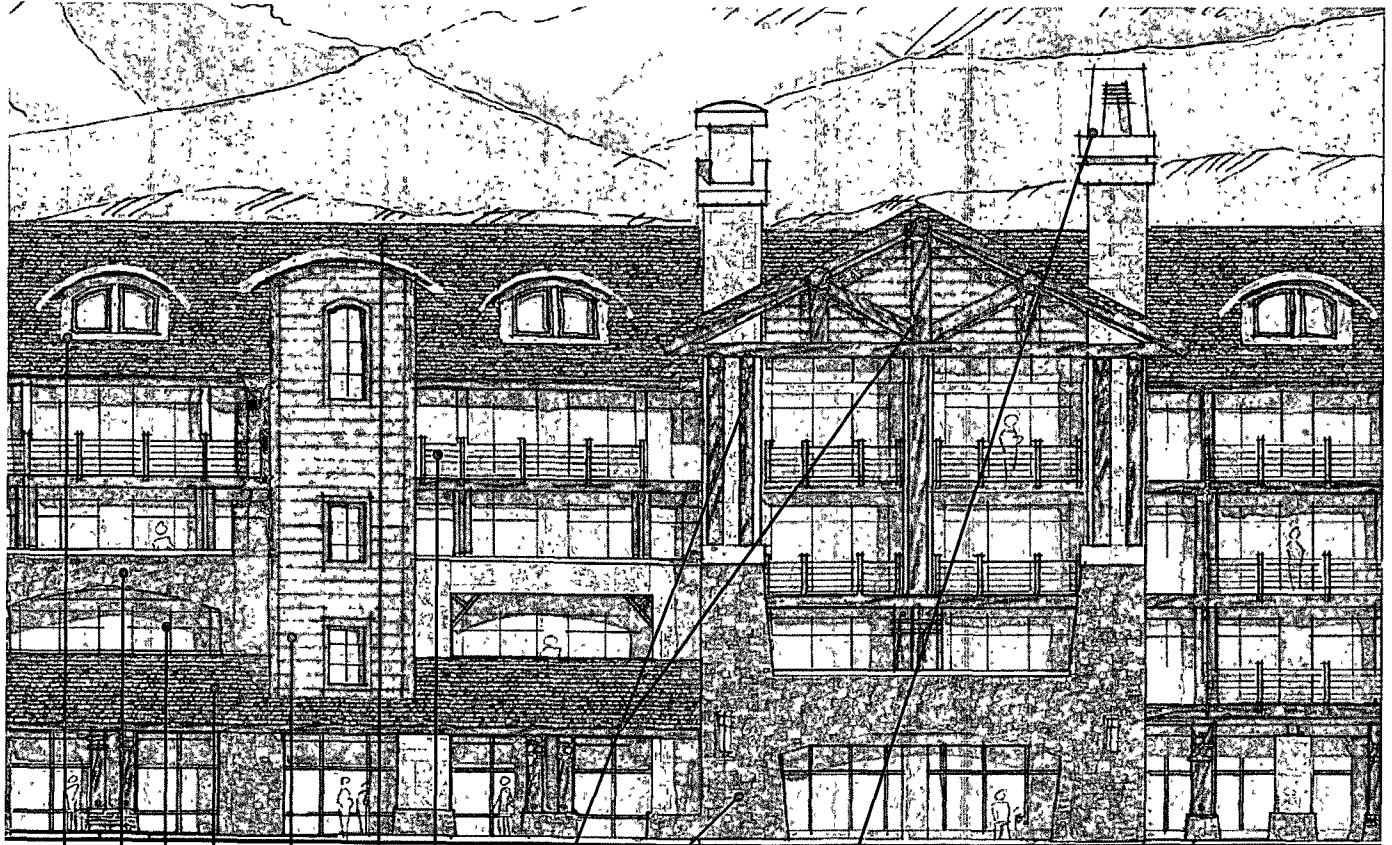


TOWNSHOME ELEVATION  
SCALE: 1/4" = 1'-0"

OWAN ARCHITECTS  
3500 HIGHLAND RD  
PARK CITY, UT 84098

**NORTH VILLAGE RESORT**  
SOUTHWEST CORNER OF RIVER ROAD & HWY 40  
WAGATCH CO, UT

STACKED CONDOS OVER RETAIL



- Flues & Vents to be Concealed behind Chimney Caps
- 4' - 10' Building Offsets
- Rough Sawn Doug Fir Columns & Beams
- Stainless Steel Cable Rail Guardrails
- Simulated Slate Shingles
- "HardiePlank" Horiz. Siding
- Real Slate Shingles
- Clad Wood Windows. Typ.
- Stone or Faux Stone Veneer Min. 25% of Wall Surface
- Synthetic Stucco Max. 30% of Walls

**BROMAN ARCHITECTS**

© 2015 Broman Architect  
The designs and concepts shown are the sole property of Broman Architects. The drawings may not be used, except with the expressed written consent of Broman Architects.

**North Village Resort**

Wasatch County, Utah

April 24, 2015

Exhibit E

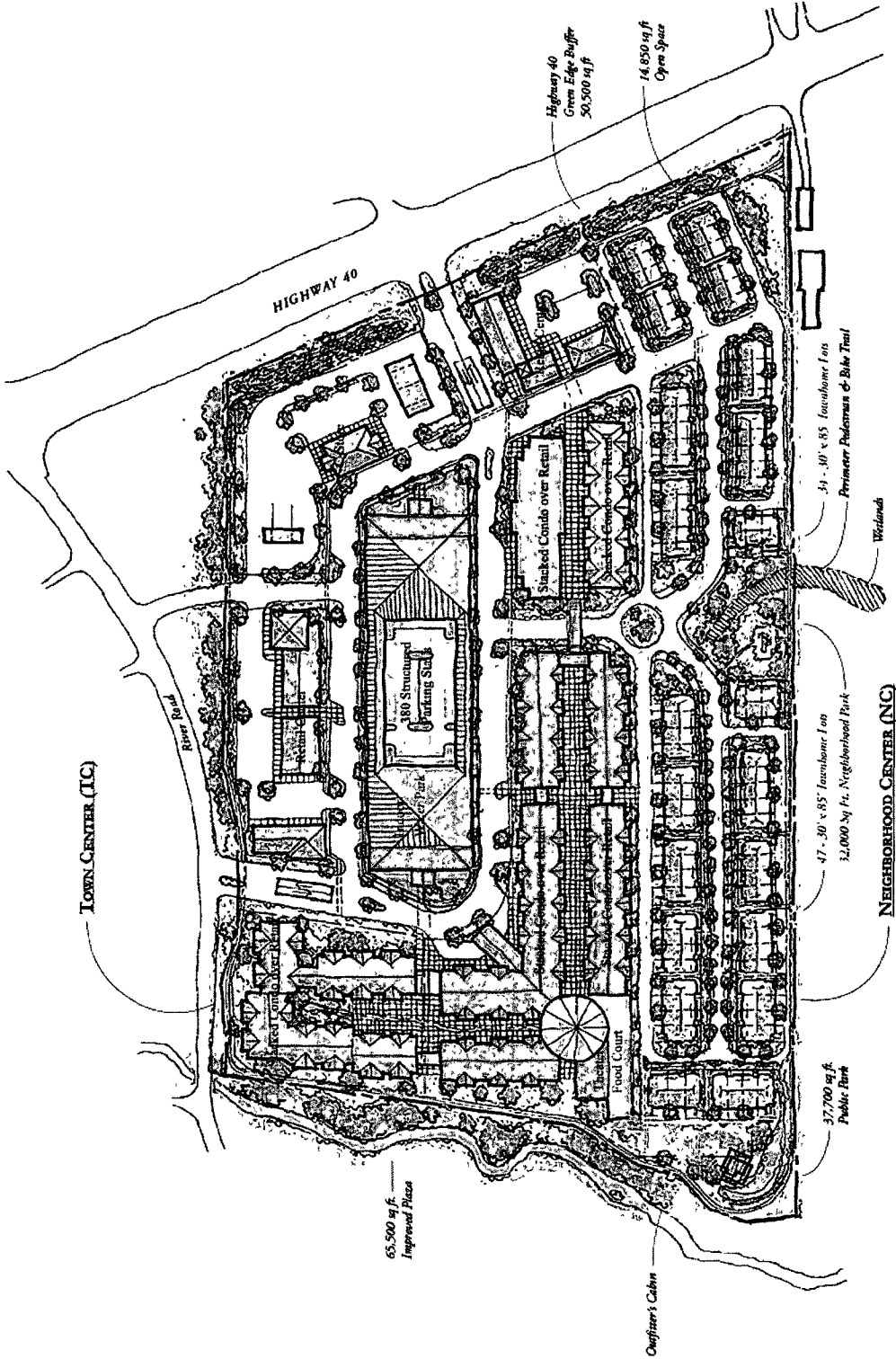
North Village Resort  
Wasatch County, Utah

PG# 10

# Illustrative Master Plan

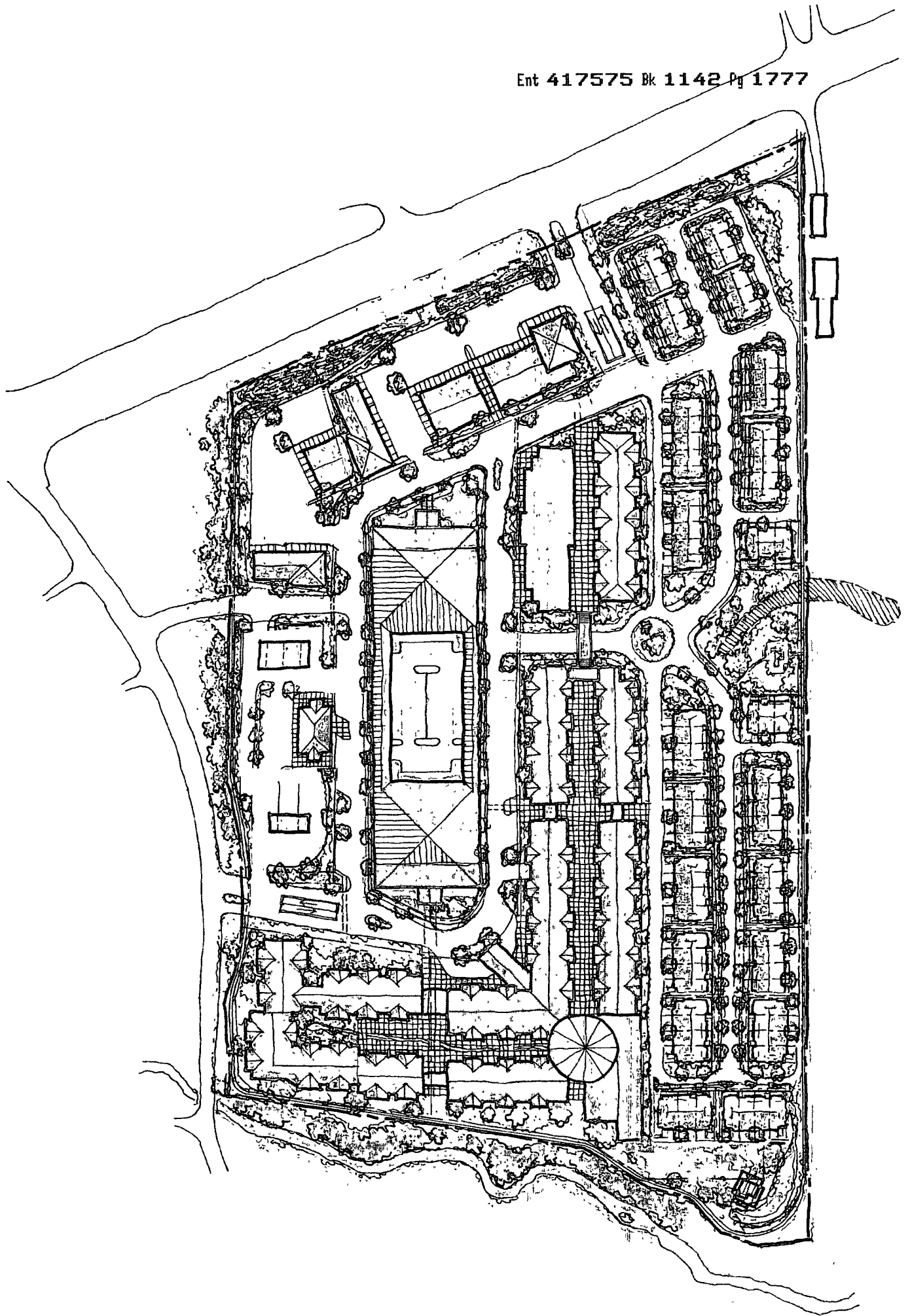
January 27, 2015

Ent 417575 Bk 1142 Pg 1776



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 Salt Lake City, UT 84119  
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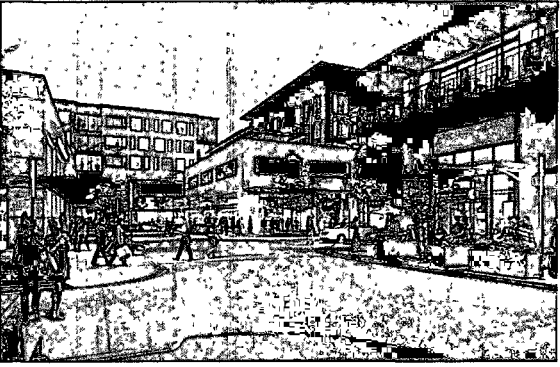
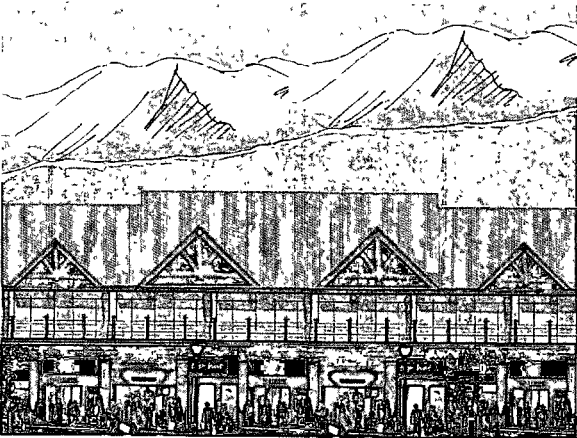
The Master Plan shown is for illustrative purposes only. The exact building footprints, setbacks and vehicular circulation are subject to revision.

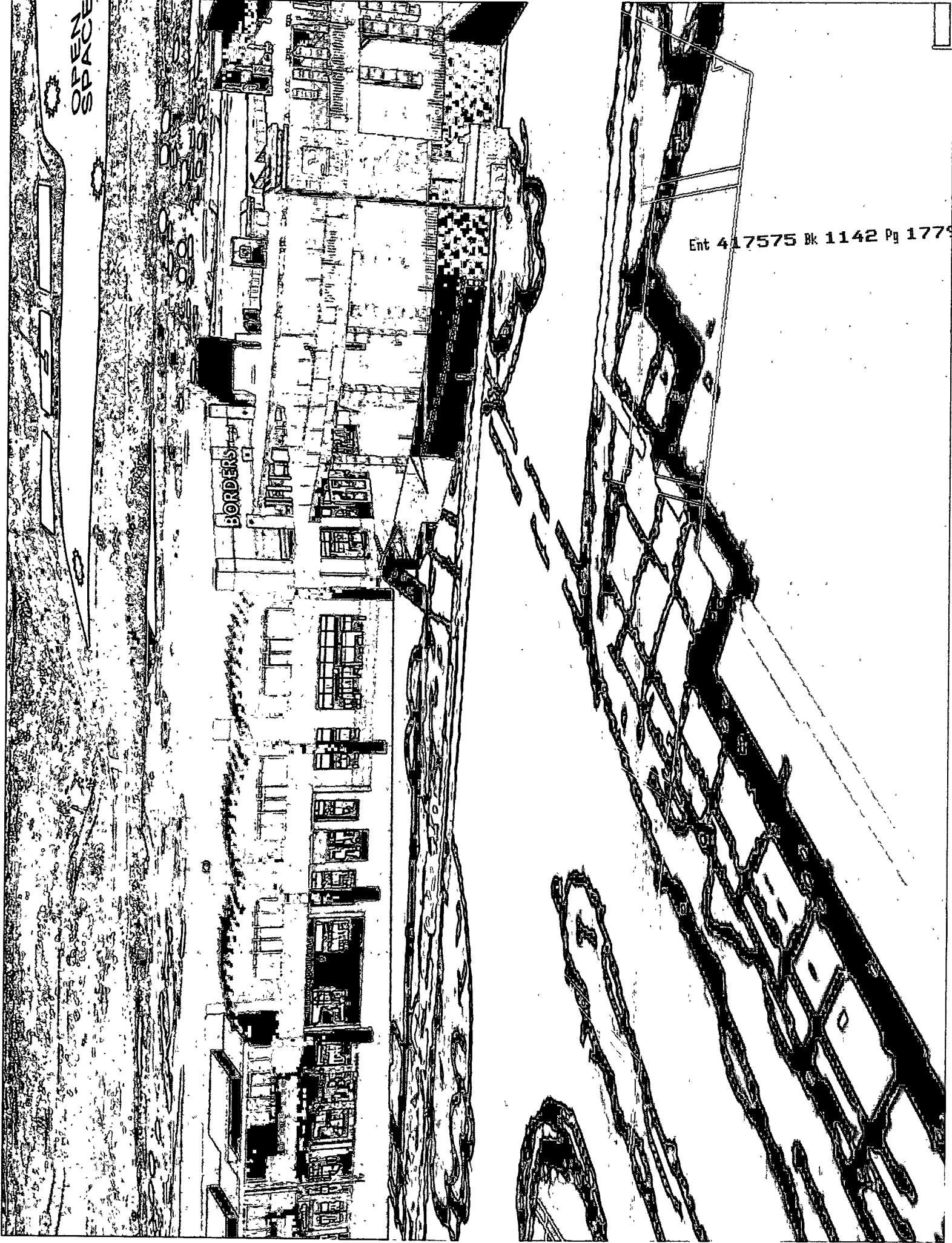




Retail / Office Design Plan

North Village Resort is intends to build two story buildings on the retail parcel with retail on the first floor and office on the second. Attached are a number of pictures that show the concept. The building will take materials from both the stacked condos and the townhomes to make the entire project cohesive aesthetically. The top composite picture with the steel roof is very early and will be made more interesting with rock columns on the first floor and potentially a more interesting roof treatment with metal bracings. The likely mix of uses is real estate, mortgage, title, bank, sandwich shop, burger joint, Mexican food, wireless store, etc. with possibly some professional offices like doctor, dentist, or lawyer.

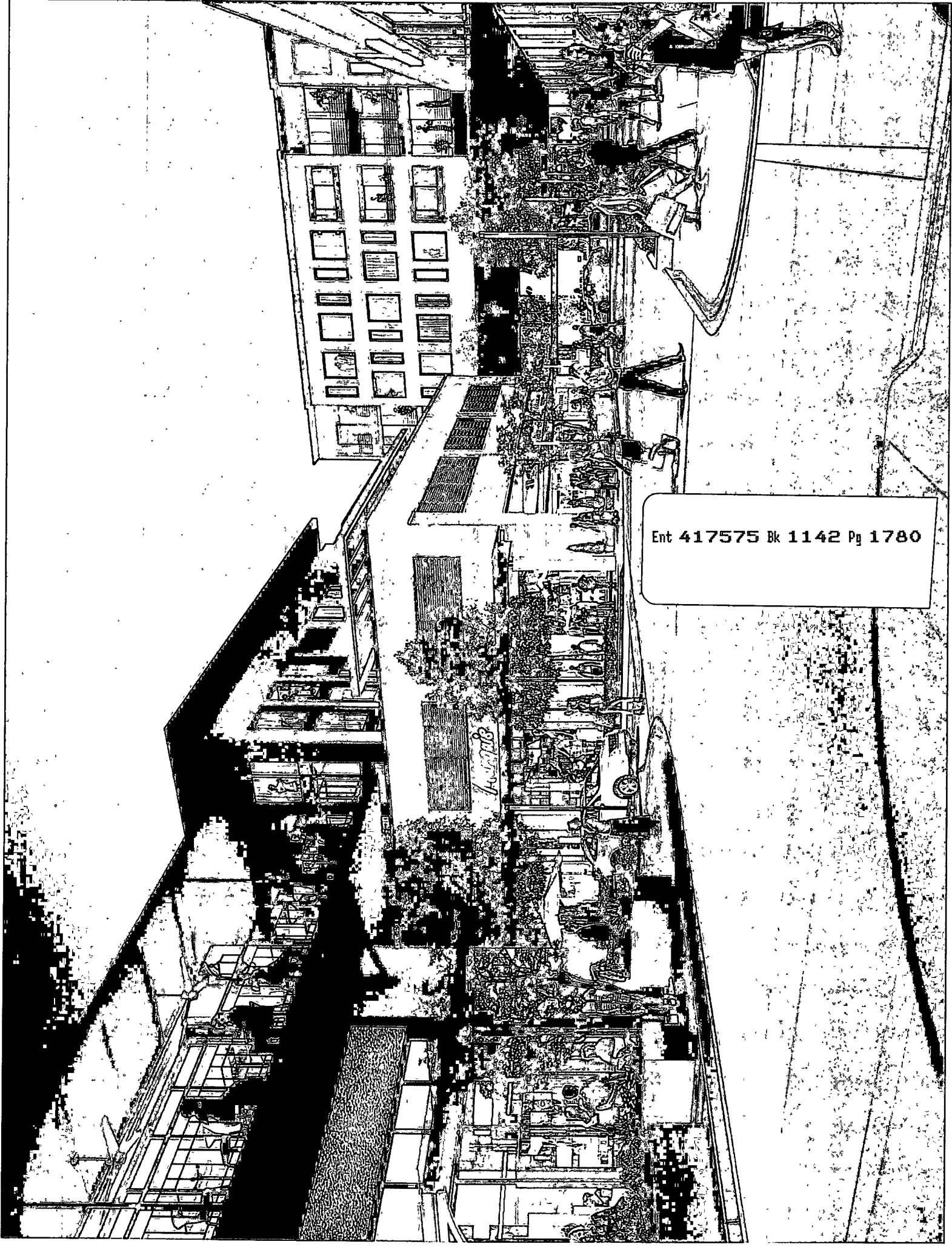




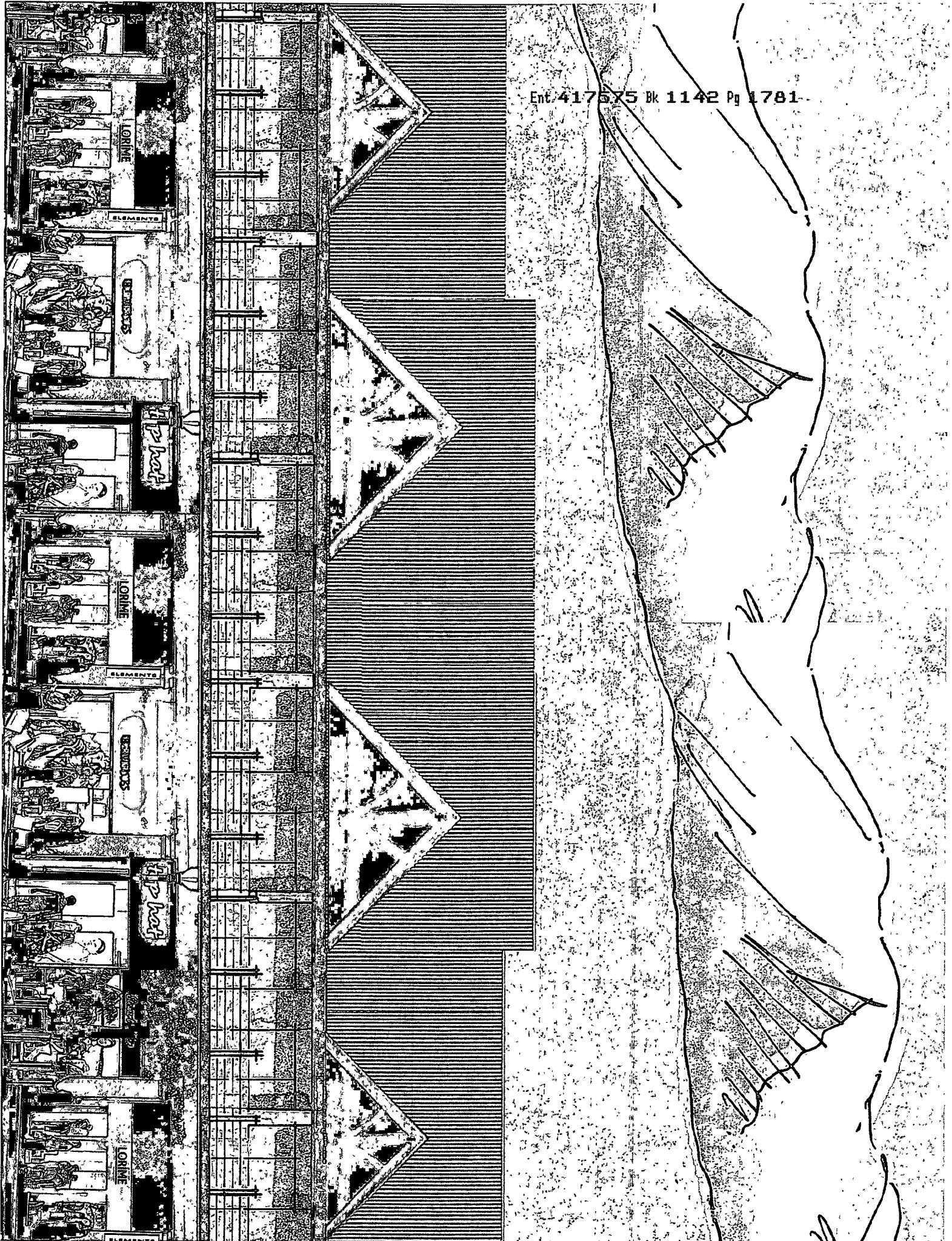
OPAS

BORDERS

Ent 417575 Bk 1142 Pg 1779

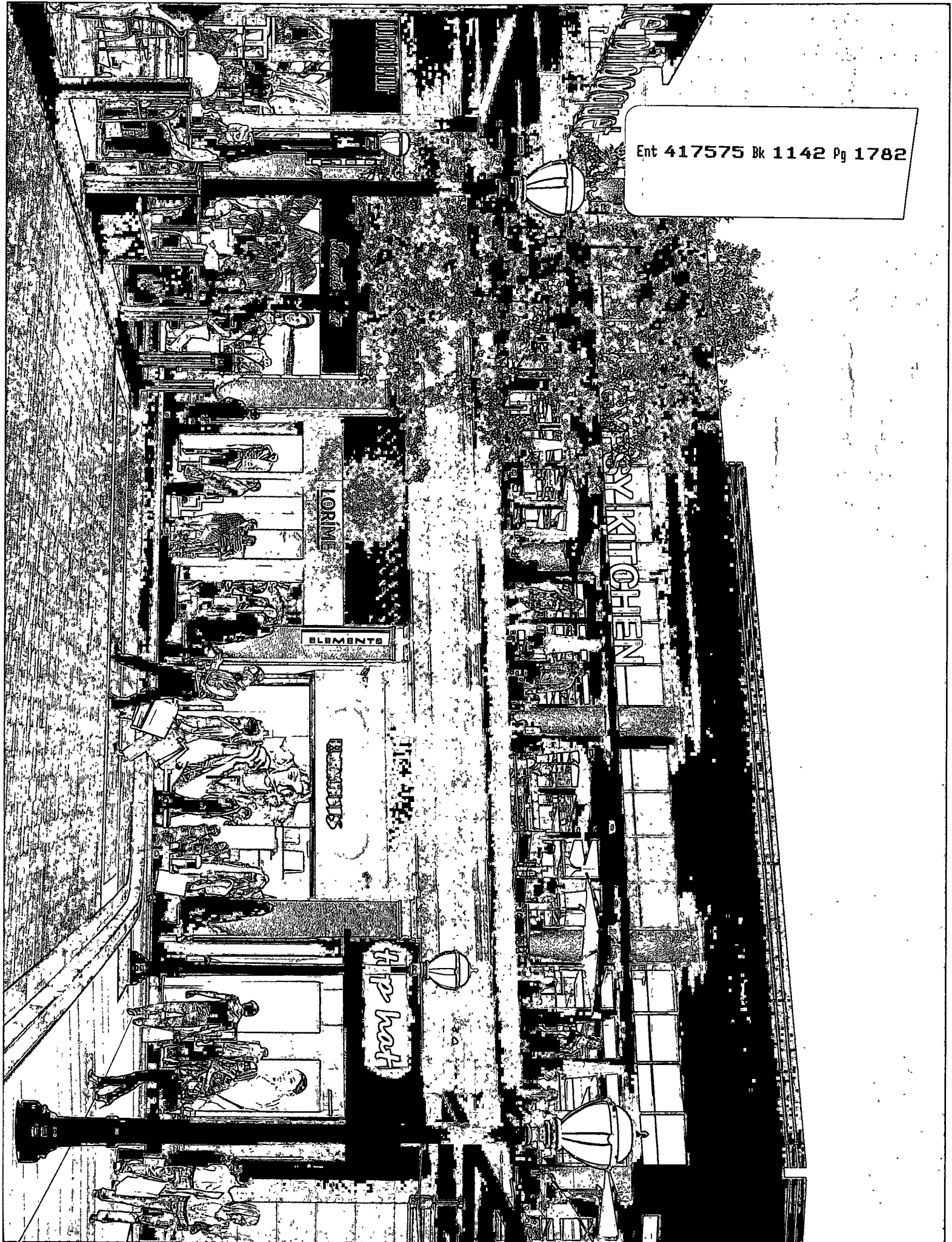


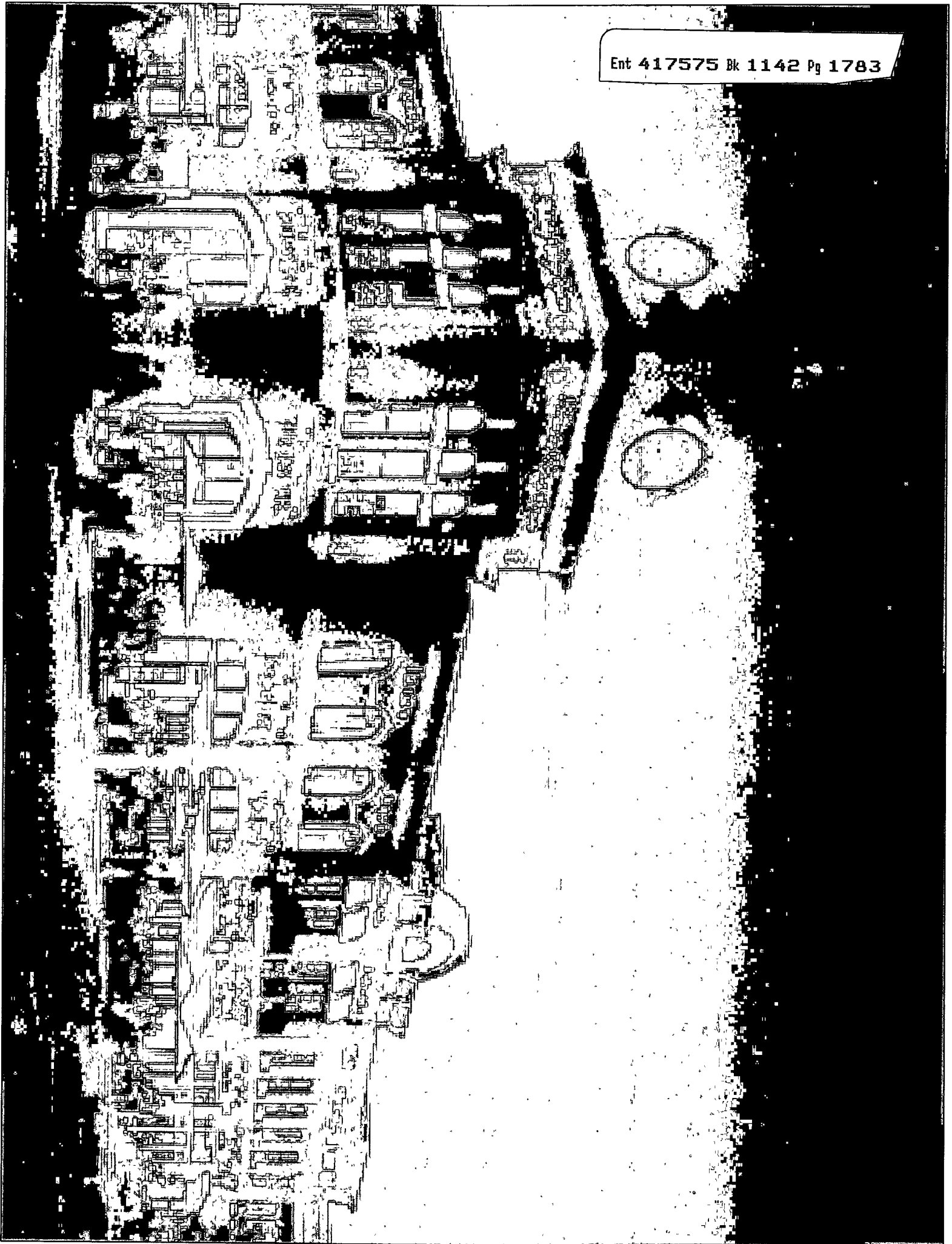
Ent 417575 Bk 1142 Pg 1780





Ent 417575 Bk 1142 Pg 1782





1. Construct a 3,200 of storage building located at the rear of the existing building and adjacent to the south property line.
2. Construct a ladder sign along River Road that would be eight feet maximum in height and six feet wide.

Luke indicated that the possible findings are:

1. All requirements for Value Added Agriculture and conditional use approval must be met.
2. The applicant's outdoor lighting on the north and south sides of the existing building violate the county light ordinance. Conditions should be approved requiring the violation to be corrected. Lighting on the proposed building should comply as well.
3. The applicant must locate the proposed building solely on one parcel and meet setback requirements.
4. The building must meet current setback requirements on the parcel and more specifically along the south property line where it abuts a 60' road easement in the Lisbeth Farm Preservation Subdivision.
5. It must be determined if any negative impacts to the neighborhood can be mitigated with conditions.

Luke then indicated that the possible conditions are:

1. Lighting for the existing and proposed buildings and sign must meet county outdoor lighting requirements found in 16.21.16. Existing floodlights should be replaced or retrofitted to meet the same ordinance previous to approval of a new building permit, or within a specific time frame.
2. The accessory building must be solely located on one parcel, and must meet the setback requirements.
3. Foods being sold onsite are limited to those approved by the PC and allowed by the ordinance.
4. The applicant's existing building should be a minimum of thirty feet from the south property line bordering the sixty foot road easement in the Lisbeth Farm Preservation Subdivision.
5. Fire Department comment: Fire flow at the existing hydrant is not adequate for a commercial occupancy. Fire sprinklers may be required in the structure.
6. A building permit will be required for the proposed building.

Luke indicated that the applicant, Grant Kohler, has a problem with the thirty foot setback on the property which is the big concern for Grant Kohler.

Luke also indicated that some neighbors to the west were concerned with the brightness of the outdoor lighting and the lighting must be dark sky compliant.

**Applicant**

Grant Kohler, the applicant, addressed the Wasatch County Planning Commission and indicated that the lights are all shut down at night. Grant also indicated that eventually there will be some parking lot lights that will light it up a little bit but will be pointed down. Grant indicated that he will work with the lighting to make it acceptable to the neighbors.

Grant indicated that the other concern that he has is with the thirty foot setback from the property line. Grant indicated that he is concerned with this because it puts thirty feet of dead space between me and the property line and what do you do with that ground.

Commissioner Paul Probst indicated that the Wasatch County Planning Commission doesn't have the ability to change the code for the thirty foot setback even though what you have said makes common sense.

Doug Smith indicated that he has looked at the code to see if he has any discretion with the thirty foot setback from the property line and there is none. The Wasatch County Board of Adjustment could grant a variance if they see fit regarding the thirty foot setback. Doug indicated that this board would make a recommendation that I visit with the Wasatch County Attorney's Office to see if that thirty foot setback could be adjusted or the Wasatch County Planning Commission could give a favorable recommendation to the Wasatch County Board of Adjustment to give an adjustment to that thirty foot setback if that ultimately is the route that we have to go. Doug also indicated that if there is an administrative way to handle this matter that would be better than to go to the Wasatch County Board of Adjustment because that takes so much time and energy.

**Public Comment**

Chair Gappmayer asked if there was any public comment regarding the matter and there was none so the public comment period was closed.

**Motion**

**Commissioner Hayward made a motion that we grant conditional use for the Kohler Creamery including all the conditions and findings that were included in the staff report and accept the staff report. Also, make a recommendation to the Wasatch County Board of Adjustment that a ten foot setback would be adequate under the circumstances. Also to ask the staff to look into the matter further to see if there is a way that can be done with the thirty foot setback before the matter has to go to the Wasatch County Board of Adjustment.**

**Commissioner Probst seconded the motion.**

**The motion carries with the following vote:**

**AYE: Brad Lyle, Jay Eckersley, Lew Giles, Robert Gappmayer, Paul Probst, Jon Jacobsmeyer, Gerald Hayward.  
NAY: None.**

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**ITEM 10 NORTH VILLAGE RESORT - IVAN BROMAN, REPRESENTATIVE FOR RIVER'S EDGE LAND HOLDINGS LLC, IS REQUESTING AN AMENDED MASTER PLAN AND DENSITY DETERMINATION APPROVAL FOR NORTH VILLAGE RESORT, FORMERLY KNOWN AS**

**RIVER'S EDGE, A 38.93-ACRE MIXED USE DEVELOPMENT CONSISTING OF 436 RESIDENTIAL UNITS AND 253,960 SQUARE FEET OF COMMERCIAL/RETAIL FOR A TOTAL ERU (EQUIVALENT RESIDENTIAL UNIT) COUNT OF 376.19. THE ORIGINAL MASTER PLAN AND DENSITY APPROVAL GRANTED IN 2007 ALLOWED FOR 219 ERU'S. THE PROPOSAL IS LOCATED AT THE SOUTHWEST CORNER OF RIVER ROAD AND HIGHWAY 40 IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST IN THE NVOZ (NORTH VILLAGE OVERLAY ZONE). \*RECOMMENDATION BY THE PLANNING COMMISSION ON THIS ITEM WILL BE CONSIDERED BY THE COUNTY COUNCIL AS THE LAND USE AUTHORITY, AT A PUBLIC HEARING ON APRIL 22, 2015\*.**

### Staff

Doug Smith, the Wasatch County Planning Director, addressed the Wasatch County Planning Commission and indicated that this proposal is for an Amended Master Plan and Density Determination on a 38.93 acre parcel at the southwest corner of the intersection of River Road and Highway 40. Doug also indicated that the property was granted a density and master plan in 2007 for 221 ERU's and now the applicant is now requesting 376.19 because the wetlands have been mitigated which is the difference in the two density requests.

Doug also indicated that the land use summary is:

1. 38.93 acres.
2. 81 townhouses greater than 1,500 square feet.
3. 177 condominiums less than 1,500 square feet.
4. 178 condos at 700 square feet.
5. 253,960 square feet of retail commercial.
6. The plat amendment request is for an additional 155 ERU's over what the original proposal received in 2007 for a total of 376.19 ERU's.

Doug indicated that the developer has mentioned the following items so that the project will remain a second home condo-hotel type of development.

1. The North Village Resort will build structured parking for all of its three and four story buildings.
2. North Village Resort will limit buyers of units within the resort within its CC&R's to a single property management firm to control against below market, long term rentals.
3. North Village Resort agrees that the density is attached to its development of trails, an indoor water park, a public pedestrian village, a member's lodge.
4. North Village Resort will construct its units at a build quality and cost at least 20 percent higher than product at The Retreat at Jordanelle, and the Sorenson development.
5. North Village Resort agrees that in exchange for the requested ERU's that no apartments will be built in the development.

Doug also indicated that all of these suggestions are great but the best recommendation to have the resort remain a second home condo-hotel type of development is to require a brand.

Doug also indicated that the possible findings are:

1. The North Village Code allows for a density of 6-12 ERU's per acre in the Town Core and 3-6 ERU's in the Neighborhood General. The density proposed is at or almost at the maximum for both density designations.
2. The density designation acreage for the denser TC zoning has been enlarged. This may be a precedent setting decision.
3. If the density designations are enlarged the proposal can only be approved if the maximum number of ERU's is allowed in the TC zone.
4. The proposed layout meets the intent of the code.
5. A fiscal impact analysis will only remain positive if the uses remain as proposed. If units become primary residents the fiscal impact will most likely be a negative.
6. According to UDOT the access onto Highway 40 most likely is temporary.
7. The traffic study did not take into account the temporary nature of the highway 40 access.

Doug also indicated that the possible conditions are:

1. Staff recommends that the master plan density designation acreages not be amended so drastically. Density should be lowered so it is more in compliance with the North Village master plan. This could lower the heights of the condo hotel buildings. Staff feels that enlarging density designations is a bad precedent to set for the rest of the North Village.
2. If approval is granted it should be with the condition that the traffic analysis be updated and reflect intersection levels of service based on no access onto Highway 40.
3. If the second access through UDOT property is not allowed the item should be continued until resolved.
4. Detail of the 80 percent screening of the parking areas will need to be provided for preliminary.
5. If approved some type of agreement needs to be recorded with the master plan to as much as possible guarantee that the proposal will be built as shown with the amenities intended to ensure second home occupancy including a possible requirement for a branded hotel.
6. The soils report shows ground water in some places at five feet below surface. The parking structures will need to take that into account.

Doug also indicated that in a village you have higher densities with the intent to create neighborhood commercial, neighborhood uses. Doug indicated that the reason for pointing this out is that if a village is done correctly and there are those appropriate finishes and quality then density is something to really be afraid of and the reverse of that is if it is done incorrectly and there are issues with the hotel and densities and it is not laid out right then density is something to be afraid of. Doug also indicated that the traffic potential needs to be looked at more carefully with regard to egress and ingress, etc. Doug indicated that with regard to the fiscal impact there



is a big difference if the housing is one hundred percent secondary versus one hundred percent primary. That goes from almost a half a million dollar positive benefit to a negative almost two hundred thousand. As a result that is why Wasatch County is so concerned about maintaining transient room tax, second homes and all that type of thing, because that can make or break a project in Wasatch County if there is always negative impacts on projects. If that continues to happen, that will eventually bankrupt Wasatch County.

Andy Dahmen, the Wasatch County consulting engineer, addressed the Wasatch County Planning Commission and indicated that he doesn't see a reason not to approve the master plan as long as construction meets the code. Andy also indicated that the traffic analysis will have to be revised to show the added volume of traffic out of the entrances onto River Road. Also any improvements recommended to River Road and the intersection of SR32/SR40 will have to be designed for and included in the preliminary approval package. The drainage detention will have to meet the code and this may require slightly less density to accommodate larger detention basins.

#### Applicant

Bruce Barrett, from Granite Development, addressed the Wasatch County Planning Commission and indicated that in this entire project the units are sold and what we are agreeing to in the conditions that we will file CC&R's that require the buyers to use our property management system to eliminate the long term rents. Commissioner Brad Lyle indicated that from Wasatch County's standpoint is a great thing but from the owner's standpoint it is a bad thing. Bruce also indicated that they plan to tie into the regional trail systems with surrounding properties and government agencies. Bruce also indicated that they are trying to provide a product and needed amenities to attract families and multi-families' using commercial, trails, movie, water park, shuttle services to regional recreational sites.

Bruce indicated that what they would like to get approval for tonight is 370 ERU's and the density would be subject to all of those things that have been listed because we would have to earn on the ERU calculation worksheet for the bonus densities and that has to be done at preliminary and final based on what the plan says. In summary that density is only there if we actually do this plan and if that plan is not done that density is gone and certainly don't want to put apartments in there. That would be the restrictions on it. We would both have conditions of master plan approval, preliminary and then site plan there would be a development agreement that had those in there including the required amount of CC&R's that require them to use a single property management which as has been pointed out is bad for the buyers but is really the best way to sort of control this to make sure that does not happen.

#### Public Comment

Chair Gappmayer then asked if there was any public comment regarding this matter and there was none so the public comment period was closed.

#### Planning Commission

Commissioner Paul Probst indicated that he was on the Wasatch County Planning Commission when the 2007 plan was approved. Commissioner Probst indicated that he likes this plan that has been presented better than the 2007 plan. Commissioner Probst indicated that he likes what the applicant has done to mitigate the higher density.

#### Motion

**Commissioner Probst in having said that and in reviewing the Wasatch County Staff's presentation and looking at the conditions I would make the motion that we recommend to the Wasatch County Council 370 ERU's with all of the conditions listed except Condition Number One under Possible Conditions and that would leave Two, Three, Four, Five, and Six and accept the findings and accept the staff report.**

**Commissioner Hayward seconded the motion.**

**The motion carries with the following vote:**

**AYE: Gerald Hayward, Jon Jacobsmeyer, Paul Probst, Robert Gappmayer, Lew Giles, Jay Eckersley, Brad Lyle.**

**NAY: None.**

#### ADJOURNMENT

#### Motion

**Commissioner Hayward made a motion to adjourn.**

**Commissioner Probst seconded the motion.**

**The motion carries with the following vote:**

**AYE: Brad Lyle, Jay Eckersley, Lew Giles, Robert Gappmayer, Paul Probst, Jon Jacobsmeyer, Gerald Hayward**

**NAY: None.**

Meeting adjourned at 10:30 p.m.

ROBERT GAPPMAYER/CHAIRMAN

**AYE: Mike Kohler**  
**AYE: Mike Petersen**  
**AYE: Danny Goode**  
**AYE: Steve Farrell**  
**AYE: Kendall Crittenden**  
**AYE: Kipp Bangerter**

**NAY: None.**

**PUBLIC HEARING**  
**APRIL 22, 2015**

**NORTH VILLAGE RESORT - IVAN BROMAN, REPRESENTATIVE FOR RIVER'S EDGE LAND HOLDINGS L.L.C., IS REQUESTING AN AMENDED MASTER PLAN AND DENSITY DETERMINATION APPROVAL FOR NORTH VILLAGE RESORT, FORMERLY KNOWN AS RIVER'S EDGE, A 38.93-ACRE MIXED USE DEVELOPMENT CONSISTING OF 436 RESIDENTIAL UNITS AND 253,960 SQUARE FEET OF COMMERCIAL/RETAIL FOR A TOTAL ERU'S. THE PROPOSAL IS LOCATED AT THE SOUTHWEST CORNER OF RIVER ROAD AND HIGHWAY 40 IN SECTION 18, TOWNSHIP 3 SOUTH, RANGE 5 EAST IN THE NVOZ NORTH VILLAGE OVERLAY ZONE.**

Doug Smith, the Wasatch County Planner, addressed the Wasatch County Council and indicated that this proposal is for an amended master plan and density determination on a 38.93 acre parcel at the southwest corner of the intersection of River Road and Highway 40. Doug also indicated that the Town Core portion of the development consists of mixed use with residential and commercial/office space. The Neighborhood General portion is residential. Also there is a low quality wetlands through the middle of the project that will be mitigated and moved except for a small portion along the south boundary of the site. Doug also indicated that the property was granted a density and master plan in 2007 for 221 ERU's and the applicant is now requesting 376.19 ERU's because of the mitigated wetlands issue. Doug also indicated that this site is in a prominent spot at the entryway of Wasatch County so appropriate architecture and signage is crucial.

Doug then indicated that the land use summary is:

1. 38.93 acres.
2. 81 Townhouses greater than 1,500 square feet.
3. 177 condominiums less than 1,500 square feet.
4. 178 condos at 700 square feet.
5. 253,960 square feet of retail commercial.
6. The plat amendment request is for an additional 155 ERU's over what the original proposal received in 2007 for a total of 376.19 ERU's.

Doug also indicated that the developer has mentioned that these items can be required of the development to help ensure that the project will remain a second home condo-hotel type development.

1. The North Village Resort will build structured parking for all of its three and four story buildings.
2. North Village Resort will limit buyers of units within the resort within its CC&R's to a single property management firm to control against below market, long term rentals.
3. North Village Resort agrees that the density is attached to its development of trails, an indoor water park, a public pedestrian village, a member's lodge.
4. North Village Resort will construct its units at a build quality and cost at least 20 percent higher than product at The Retreat at Jordanelle, and the Sorenson development.
5. North Village Resort agrees that in exchange for the requested ERU's that no apartments will be build in the development.

Doug then indicated that the possible findings are:

1. The North Village Code allows for a density of 6-12 ERU's per acre in the Town Core area and 3-6 ERU's in the Neighborhood General. The density proposed is at or almost at the maximum for both density designations.
2. The density designation acreage for the denser TC zoning has been enlarged. This may be a precedent setting decision.
3. If the density designations are enlarged the proposal can only be approved if the maximum number of ERU's are allowed in the TC zone.
4. The proposed layout meets the intent of the code.
5. A fiscal impact analysis will only remain positive if the uses remain as proposed. If units become primary residents the fiscal impact will most likely be a negative.
6. According to UDOT the access onto Highway 40 most likely is temporary.
7. The traffic study did not take into account the temporary nature of the Highway 40 access.

Doug then indicated that the possible conditions are:

1. Staff recommends that the master plan density designation acreages not be amended so drastically. Density should be lowered so it is more in compliance with the North Village master plan. This could lower the heights of the condo hotel buildings. Staff feels that enlarging density designations is a bad precedent to set for the rest of the North Village.
2. If approval is granted it should be with the condition that the traffic analysis be updated and reflect intersection levels of service based on no access onto Highway 40.
3. If the second access through UDOT property is not allowed the item should be continued until resolved.
4. Detail of the 80 percent screening of the parking areas will need to be provided for preliminary.
5. If approved some type of agreement needs to be recorded with the master plan to as much as possible guarantee that the proposal will be built as shown with the amenities intended to ensure second home occupancy including a possible requirement for a branded hotel.
6. The soils report shows ground water in some places at 5 feet below surface. The parking structures will need to take that into account.

Doug Smith also indicated that this project needs to be kept second homes/hotel, condo hotel and used as a hotel with transient room tax.

Doug also indicated that the Wasatch County Consulting Engineer indicated that he didn't see any reason not to approve the master plan approval as long as construction meets the code. Also the traffic analysis will have to be revised to show the added volume of traffic out the entrances onto River Road. Also any improvements recommended to River Road and the intersection of SR32/SR40 will have to be designed for and included in the preliminary approval package. Also the drainage detention will have to meet the code and as a result this may require slightly less density to accommodate larger detention basins.

Doug also indicated that the Wasatch County Planning Commission's motion was to include all the conditions except for Condition Number One but required conditions two through six. Doug also indicated that the trails will be public and maintained by the HOA. Also the drainage issue is that they will have on site detention and that has not been worked out as of yet. Doug also indicated that because of the mitigation of the wetlands the number of ERU's has increased from the 2007 proposal which was 219 ERU's to the 376.19 with the new proposal. Doug also indicated that the fear he has is number one precedent and number two that it stays what it is intended to be which is a condo hotel with second homes so that Wasatch County can get transient room tax not long term apartment type home scenario. Doug also indicated that to keep this hotel as it is intended is to make it a branded hotel.

Mike Davis, the Wasatch County Manager, addressed the Wasatch County Council and indicated that he believes that UDOT is looking for an excuse to never have to deal with the intersection and if Wasatch County allows this to happen, UDOT will get their money and UDOT will never want to build the intersection and Wasatch County will be stuck and UDOT will never allow Wasatch County to do an over pass or underpass there because UDOT will have their money. As a result this property has physical constraints as it involves accesses.

Bruce Barret, from Granite Development, addressed the Wasatch County Council and indicated that we are not retail developers. We are selling off the retail pads. We are going to be a fifty percent partner on the town homes and then developing the sky condos ourselves and the water park. Bruce also indicated as you can see in the conditions that we have that we have the same concerns and we want the project to be successful as defined. Also we are willing to go as far as able legally to define the uses of this for a second home and that can't be deed restricted. This project is going to be priced so it will not be economical for somebody to use this for a primary residential. Bruce indicated that the applicant is fully willing to commit to whatever level of improvement on River Road is necessary for the project. Bruce also indicated that our first choice would be in the long term would be the Moulton Lane Intersection. Also a traffic concern is most preliminary and would be happy to comply with any requests that Wasatch County would want to do. Bruce also indicated that the big discrepancy between the two ERU's is one the wetlands and two is that with the 376.19 ERU's there is sixteen acres of Neighborhood General and twenty-two point nine five of Town Center. Also we are willing to commit to the items listed to help ensure that the project will remain a second home condo-hotel type development. Bruce also indicated that the letter from the Army Corp of Engineers with regard to the mitigation of the wetlands is in our entitlement and that re-designation of the wetlands has been taken care of and approved by the Army Corp of Engineers.

Chair Crittenden then opened the matter up for public comment.

Michelle Holmes, Wasatch County resident, addressed the Wasatch County Council and indicated that she has some questions.

1. Is this matter starting over again from the 2007 approval? Yes, the matter is starting over.
2. Are the pools, theater, everything is that open to the public. Answer, the member's lodge would be private, water park would be capacity limited four to six months a year. Theater, restaurants, plaza, bike trails, water park are all open to the public.
3. Explain what capacity limited means? In the winter time the water park will be at legal capacity so it won't be accessible to the public at that time.
4. If the water park goes through it would be of benefit of the taxpayers to not have to pay on a bond for the school district to build a water park and to build the water park larger? This is fundamentally a different type of water park and would not meet the competitive type of a pool facility.
5. Michelle was concerned about the public being bonded for a competitive pool when there is a water park pool that would be in your development.
6. Councilman Farrell indicated that this water park pool is being built as an amenity for the people who buy a unit at this facility.
7. Michelle indicated that Wasatch County shouldn't have to entice businesses to come here. Businesses either want to be here or they don't.
8. Shouldn't space be saved over on this end of Wasatch County for the building of schools?
9. The expansion of the Heber City Airport is supposed to bring in more jobs to Wasatch County.
10. Concerned about the cost of living in Wasatch County a compared with Park City's cost of living if developers here are competing with Park City.

11. There is a presidential election coming up in the near future and how will that affect things with development with regard to the housing building. Probably it would be better to wait and see how that turns out and then start looking at a development like this.
12. Michelle was concerned about the JSSD problem.
13. Michelle indicated that she lives in Wasatch County because she wants to look at less concrete than in other areas and less traffic lights, appeal of more open space and more farmland.
14. The theater in this development would probably put the other theaters in Heber City out of business.
15. Michelle indicated that she would hope that a development like this wouldn't affect people's access to water.
16. Michelle indicated that she is concerned about the secondary houses that would be built and people couldn't afford the secondary houses and so the price would be dropped in order for people to afford houses and that would make them primary houses instead of secondary houses.
17. Michelle indicated that she would like to see this piece of property remain as farm land or something like Thanksgiving Point because Wasatch County likes their agricultural theme with things such as 4-H etc.,

Terri Goodall, Wasatch County resident, addressed the Wasatch County Council and thanked Doug Smith for the great presentation on this matter and not to set any kind of a precedent. Terri also indicated that this development looks pretty good and wondered what would happen with regard to transportation for workers. Bruce Barret indicated that these matters will be looked at in preliminary or the final plat before questions like this will be answered or even into phase 2. Bruce also indicated that possibly shuttles could be used to transport workers to different facilities.

Chair Crittenden then closed the public hearing portion of this matter.

**Councilman Farrell made a motion that we approve the amendment to the Master Plan up to 370 ERU's subject to the developer and Wasatch County entering into an agreement of a Master Plan Development Agreement outlining the quality of development, the conditions to get to the level of density requested as outlined in the code. Also to include anything that needs to be included in the Master Plan Agreement that would ensure the quality that is indicative up to the requested 370 ERU's. Also to accept the conditions and findings and accept the staff report. Councilman Goode seconded the motion and the motion carries with the following vote:**

**AYE: Mike Petersen  
AYE: Danny Goode  
AYE: Steve Farrell  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter**

**NAY: Mike Kohler**

Councilman Kohler indicated that why he voted no was because of the density change.

**Councilman Kohler made a motion to leave our regular session and go into a closed session. Councilman Bangerter seconded the motion and the motion carries with the following vote:**

**AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Danny Goode  
AYE: Steve Farrell  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter**

**NAY: None.**

**Councilman Bangerter made a motion to leave the closed session and go back into regular session. Danny Goode seconded the motion and the motion carries with the following vote:**

**AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Danny Goode  
AYE: Steve Farrell  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter**

**NAY: None.**

**Councilman Kohler made a motion to adjourn. Councilman Farrell seconded the motion and the motion carries with the following vote:**

**AYE: Mike Kohler  
AYE: Mike Petersen  
AYE: Danny Goode  
AYE: Steve Farrell  
AYE: Kendall Crittenden  
AYE: Kipp Bangerter**

**NAY: None.**

Meeting adjourned at 10:30 p.m.

  
KENDALL CRITTENDEN/CHAIRMAN

  
BRENT TITCOMB/CLERK/AUDITOR

**WASATCH COUNTY**  
**Wasatch County Planning Staff Report**  
April 16, 2015

**ITEM: 10**

Ivan Broman, representative for River's Edge Land Holdings LLC, is requesting an amended Master Plan and Density Determination approval for Rivers Edge a 38.93-acre mixed use development consisting of 436 residential units and 253,960 square feet of commercial/retail for a total ERU (equivalent Residential Unit) count of 376.19. The master plan/density determination approved in 2007 allowed for 219 eru's. The proposal is located at the southwest corner of River Road and Highway 40 in Section 18, Township 3 South, Range 5 East in the North Village Overlay Zone (NVOZ).

**BACKGROUND:**

This proposal is for and amended master plan and density determination on a 38.93 acre parcel at the southwest corner of the intersection of River Road and Highway 40. The proposal is in the North Village Overlay zone and contains Town Core and Neighborhood General density designations. The Town Core portion of the development consists of mixed use with residential and commercial/office space. The Neighborhood General portion is residential. There is a low quality wetlands through the middle of the project that will be mitigated and moved except for a small portion along the south boundary of the site.

The property was granted a density and master plan in 2007 for 221 ERU's. The applicant is now requesting 376.19. The proposal has a mixture of uses which include condo's, townhomes and retail. The site is in a prominent spot at the entryway of the valley. Appropriate architecture and signage is crucial.

To the south of the site is A-20 zoning and to the west is PF (public facility) which is the Provo River Commission property.

**LAND USE SUMMARY:**

- 38.93 acres
- 81 Townhouses greater than 1,500 square feet
- 177 condominiums less than 1,500 square feet.
- 178 condos at 700 square feet.
- 253,960 square feet of retail commercial
- The plat amendment request is for an additional 155 ERU's over what the original proposal received in 2007 for a total of 376.19 ERU's.

**ANALYSIS:**

*Density* – This proposal is not only requesting the maximum density allowed in the range for each land use but also that the TC (the higher density designation with 12 eru's/ac.) acreage be increased in size. The original master plan was for around 13 acres of TC. The proposed master plan is for 23.75 acres of TC. It appears that the plan if built as approved meets the intent of the code however a precedent may be set with the increase of various density designations. This



Planning Commission Staff Report  
Item 10 Page 2  
April 16, 2015

proposal removes wetlands from the site so density would have gone up due to the wetlands mitigation but not as much as requested. Concerns of the staff are as follows: setting a precedent for enlarging density designations for added density, year round residents or workforce housing occupying what was intended to be a second home condo hotel, loss of the second home tax and transient room tax, positive fiscal benefit becomes a fiscal impact to schools, police and fire and the condo hotel ends up being affordable housing. We have tried in the past to deed restrict units as second homes but lending institutions have not allowed that.

If the densities are approved there should be a master plan/density agreement recorded so if the property is sold or transferred the architecture, materials, parking structure requirements, hotel branding requirements (if any) and requirements to keep the condo hotel a true condo hotel are all part of an agreement.

The developer has mentioned that the following items can be required of the development to help ensure that the project will remain a second home condo-hotel type development:

1. The North Village Resort will build structured parking for all of its three and four story buildings.
2. North Village Resort will limit buyers of units within the resort within its CC&Rs to a single property management firm to control against below market, long term rentals.
3. North Village Resort agrees that the density is attached to its development of trails, an indoor water park, a public pedestrian village, a member's lodge.
4. North Village Resort will construct its units at a build quality and cost at least 20% higher than product at The Retreat at Jordanelle, and the Sorenson development.
5. North Village Resort agrees that in exchange for the requested ERUs that no apartments will be built in the development.

All the above suggestions are good other than being able to tie down item #4 above. Also staff recommends that the best way to ensure that units do not become long term rentals is to require a brand.

*Fiscal analysis* – A fiscal analysis can have huge variations depending on primary and secondary homes. I do not have a whole lot of faith in the numbers that our program produces but what they do show is how different impacts/benefits can be if residency changes from second to primary. If the project is 100% secondary at build-out there is a \$483,240/yr. benefit to the County. If that changes to 100% primary it becomes a -196,036/yr. impact to the County.

*Affordable housing* – The applicant will need to provide a study based on 16.30.03 of the Wasatch County Code to determine if the use will create the need for affordable housing. This study should be provided at preliminary.

*Access* – Below is a portion of the corridor management plan signed July of 2006.

1. **Preferred Corridor Operation and Access Locations**

- a. The corridor will operate as a high-speed, high capacity facility.
- b. If the US 40/SR32/River Road Interchange IS constructed:
  - i. The first full major intersection south of US 40/SR23/River Road interchange will be located at the existing Potter Lane intersection. The UVSC Campus has constructed a roadway serving as an entrance on the east leg of the intersection.
  - ii. All existing access locations north of the Potter Lane intersection may be restricted and will be evaluated on a case-by-case basis.
- c. If the US 40/SR 32/River Road Interchange is NOT constructed:
  - i. The next full access major intersection south of US 40/SR 32/River Road intersection will be located near the existing Moulton Lane intersection.
  - ii. All access locations between the US 40/SR 32/River Road intersection and Moulton Lane and between Moulton Lane and Potter Lane will be evaluated on a case-by-case basis.

In talking with UDOT the access on Highway 40 will be temporary. The access is in the run out area of a southbound onramp for a possible overpass. Underground parking access should be moved to a location that will not be inhibited if the access is closed. I suspect that the driveway will be right-in right-out only. UDOT will need to determine that with future reviews and the County should have input. The agreement is between UDOT and the County.

UDOT permits officer sent me the following language – “In the event that the south west corner of SR-32 and US-40 development makes application it will be processed as a normal Limited Access line break with an appraisal being required (see attached doc on LA Process). UDOT will require language to be added to the deed as UDOT will likely close this access in the future and it needs to be considered temporary. The language will include items such as a reversionary buy back clause , UDOT no damages clause, disclosure to any potential buyers as it may change ownership etc. Region Right of Way and UDOT Central will determine final deed language in the review process. The property needs to be developed counting on any access to US-40 being temporary due to the future interchange”.

If the access onto Highway 40 is temporary there are two accesses onto River Road. The traffic analysis did not take this into account but intended for a large amount of traffic to use the highway 40 access. Also the second access runs through UDOT property. Is there an approval for that access? The project must have a minimum of two accesses.

*Improved plazas/parks* – At preliminary more detail will be needed on plazas/parks and the improved plaza. The intent of the code on improved plaza’s is to provide an opportunity to bring people together. It appears that the correct acreage requirement is met for the open space and

Planning Commission Staff Report  
Item 10 Page 4  
April 16, 2015

parks. The improved parks are required to have 75% of the frontage or three sides of the park with homes fronting directly onto the park (pg. 16). This appears to be a problem with the improved park on the south side of the development. At preliminary the detail will need to be provided to ensure that the improved parks comply with the code.

*Wetland protection and mitigation* – The code requires structures to be a minimum of 50' from the edge of a delineated wetland unless approved as a conditional use. The code states that, “all existing vegetation within the wetland setback area shall be preserved and where necessary repair damaged areas supplemented with additional native plantings or landscaping”. Please provide all wetland mitigation information at preliminary.

*Berming for parking and residential* - The code would prefer that all parking shall be placed at the center or middle of the block, however if that is not possible 80% of parking area shall be screened from public view on the street (pg. 28). There should also be berming for noise for the residents. At preliminary this will need to be demonstrated. Title 16 also requires 8x8 landscape islands for every 16 stalls.

*Parking calculations* – Title 16 allows for shared parking and a study to be performed by the developer. The North Village code actually encourages shared parking. The applicant may want to look into using net square footage calculations and not gross. The parking plan the applicant has provided meets the code. It should be noted that this density and plan does not work without structured parking which is a cost the developer must bear to be able to develop this plan.

*Soils report* – The soils report shows ground water in some places at 5'. This will need to be taken into account with the underground parking. Also the heights of the buildings will be impacted by the groundwater and underground parking.

*Street furniture* - The code requires benches every 200' lineal feet in the TC and NC areas. This will need to be provided in detail at the preliminary stage.

*Street light details* – The street light details shown will need to be an exhibit in the development agreement. All lighting is required to be dark sky compliant.

*UDOT residential setbacks* – The code requires a minimum setback from a UDOT right-of-way of 150' for residential uses.

*Building heights* – TC is 55' NG is 35'

*Sewer/Water* – Sewer and water will be provided by the NVSSD (North Village Special Service District).

*Service/dumpster locations* – Will there be any loading docks? All dumpsters will need to be screened. At preliminary there will need to be detail showing loading areas, if any, and dumpster enclosures.

*Traffic analysis* – The traffic analysis refers to the access on Highway 40 as well as the two accesses on River Road. The River road intersection with this proposal will be at a level of

service D in 2020. If the Highway 40 access is closed or never allowed what does that mean to the LOS for River Road? Also the second access on River Road is in UDOT property. Has this been approved?

*Canal relocation* – Will the canal be relocated? Has this been reviewed by the canal company?

*Sign Code* – The sign code is very stringent in the North Village. Pole signs are not allowed.

*Trail plan* – a thorough pedestrian access plan will be required at preliminary including internal and along Highway 40.

*Architectural review* – There will need to be sign-off by the North Village Architect prior to the plans coming to the County for our review. There needs to be some general detail on the residential structures provided.

*Land uses* – This area is not shown on the master plan map as a Village Center.

*Landscaping* – The ordinance requires all trees to be a minimum of 2" caliper and a minimum of 6' high at time of planting.

*Fencing plan* – There should be some type of fencing to separate the agricultural use to the south and provide a theme for the development. Detail will need to be provided at preliminary.

#### **POSSIBLE FINDINGS:**

- The North Village Code allows for a density of 6-12 ERU's per acre in the Town Core area and 3-6 ERU's in the Neighborhood General. The density proposed is at or almost at the maximum for both density designations.
- The density designation acreage for the denser TC zoning has been enlarged. This may be a precedent setting decision.
- If the density designations are enlarged the proposal can only be approved if the maximum number of eru's are allowed in the TC zone.
- The proposed layout meets the intent of the code.
- A fiscal impact analysis will only remain positive if the uses remain as proposed. If units become primary residents the fiscal impact will most likely be a negative.
- According to UDOT the access onto highway 40 most likely is temporary.
- The traffic study did not take into account the temporary nature of the highway 40 access.

#### **ALTERNATIVE ACTIONS:**

1. Recommendation to continue this item. This action can be taken if there are issues that have not been resolved or the application is still not complete.

2. Recommendation for conditional approval. This action can be taken if the Planning Commission feels that issues can be worked out prior to final approval.
3. Recommendation for denial. This action can be taken if the Planning Commission feels that the proposal does not meet the intent of the ordinance.

**RECOMMENDED CONDITIONS OF APPROVAL:**

1. Staff recommends that the master plan density designation acreages not be amended so drastically. Density should be lowered so it is more in compliance with the North Village master plan. This could lower the heights of the condo hotel buildings. Staff feels that enlarging density designations is a bad precedent to set for the rest of the North Village.
2. If approval is granted it should be with the condition that the traffic analysis be updated and reflect intersection levels of service based on no access onto Highway 40.
3. If the second access through UDOT property is not allowed the item should be continued until resolved.
4. Detail of the 80% screening of the parking areas will need to be provided for preliminary.
5. If approved some type of agreement needs to be recorded with the master plan to (as much as possible) guarantee that the proposal will be built as shown with the amenities intended to ensure second home occupancy including a possible requirement for a branded hotel.
6. The soils report shows ground water in some places at 5' below surface. The parking structures will need to take that into account.

Enclosures: Ray Whitchurch with IBI, North Village Architect  
Andy Dahmen, Contract review engineer

April 7, 2015

Wasatch County  
Attn: Mike Davis  
25 North Main  
Heber, UT 84032

RE: North Village Resort

Mr. Davis,

Bruce Barret and Ivan Broman, representatives for Flagship Enterprises LC, are requesting Master Plan and Density determination approval for the development known as North Village Resort. The development is located near the south west corner of the SR32/SR40 intersection in Wasatch County. Below is a list of material that I based my review on.

- Plan sheets numbered 1 through 22 prepared by Broman architects, dated January 27, 2015.
- Plan sheet labeled Drainage Analysis, sheet 24, prepared by Broman Architects dated February 5, 2015.
- Wetland delineation report prepared by Wise Earth Wetlands and Soil Services, dated August 2011.
- Geotechnical report prepared by Wasatch Environmental Inc, dated November 28, 2006.
- Traffic Study prepared by A-Trans Engineering, dated January 2015.

Following is my list of observances, conclusions, and recommendations;

1. The wetlands delineation report defines .11 acres as wetlands located adjacent to the south property line in the center of the project. The US Army Corps of Engineers provided a letter dated Nov 1, 2011 affirming the .11 acres of wetlands. There are no wetland issues.
2. In the geotechnical report prepared by Wasatch Environmental Inc, in section 4.1.5 Trench Backfill, they recommend trench backfill to be 90% compacted in areas covered with asphalt. Wasatch county requires trench backfill in all proposed right of ways to be a minus 6" material, compacted to 95%. The map showing the test pit location submitted is illegible. A better map needs to be submitted. There is no recommendation from the geotechnical engineer for a road section. Based on the potential traffic volumes a thicker road section should be looked at for the main entrances off of River Road.
3. The traffic study prepared by A-Trans Engineering suggest substantial work be required on River Road; potential round about, dual eastbound turn lanes. This has not been shown in the plan. Access #3 defined in the traffic study is the access onto SR 40. This access should not even be addressed because eventually it will conflict with UDOT's plan for expanding the SR32/SR40 intersection. Access from the property onto highway 40 could be looked at as a potential temporary access but cannot be used as a permanent access point. By eliminating access #3 additional traffic will have to be planned for onto River Road through access points #4 and

- #5. The added volume needs to be addressed. The traffic report suggests that traffic would operate at a congested condition if a roundabout is not used. This scenario is not addressed. Conditions will be worse without access #3.
4. The drainage analysis defines the curve number for the natural soil conditions to be 74. In comparing to other projects in that area I would consider the natural ground in the Class B soil group in fair to good condition. Based on the National Soil Conservation Service (NRCS) Technical Release 55 (TR-55), that would equate to a CN value of 61-69. The lower CN number will require slightly more detention volume. I would rather see a more conservative parameter for their design. They will also have to show how they are going to discharge the extra storm water and where it will go. Because they are concentrating the potential flows, they will only be able to release at a certain rate.

I don't see any reason not to approve the master plan approval as long as construction meets the code. The traffic analysis will have to be revised to show the added volume of traffic out the entrances onto River Road. Any improvements recommended to River Road and the intersection of SR32/SR40 will have to be designed for and included in the preliminary approval package. The drainage detention will have to meet the code. This may require slightly less density to accommodate larger detention basins.

If you have any questions or would like to discuss feel free to call me at 435 671-5034.

Sincerely,

A handwritten signature in black ink, appearing to read "Andy Dahmen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Andy Dahmen, PE  
Wasatch County, Consulting Engineer

Cc: Kent Berg  
Doug Smith  
File



27 March 2015

Mr. Doug Smith  
Planning Director  
Wasatch County Planning  
25 North Main Street  
Heber City, Utah 84032

Ent 417575 Bk 1142 Pg 1801

**Re: North Village Resort Master Plan Approval**

Dear Mr. Smith.

After reviewing the proposed master plan for the North Village Resort, it is recommended that this master plan be approved. This plan although dense is compliant with the requirements of the North Village Overlay Zone. The proposed plan complies with the Village core requirements established in this zone. The applicant has demonstrated a willingness to work with the County to address future requirements associated with future applications.

**HORIZONTAL CONDITIONS**

We find that this plan is compliant with the North Village perimeter block requirements. Care has been taken to provide a pedestrian friendly plan that shows pathways and connections throughout. The plan also demonstrates a mix of uses and unit types. Future submissions will require that parking areas are screened from River Road and US 40. Future submissions at preliminary and final should address these concerns. We also recommend that the plan be carefully reviewed in the future to show connections to the County Trails Master Plan.

**VERTICAL CONDITIONS**

Building heights are consistent with the requirements of the North Village Overlay Zone (NVOZ). More detail is required as part future submittals in this process. Building materials will be required in submissions as this process continues

Parking structures will require careful review as this plan is developed. It is important to provide a pedestrian friendly "streetscape" on all streets. Address how these parking structures address the street and maintain the quality and vision for the North Village is crucial in a resort and village center environment.

**FUTURE REVIEWS**

Future reviews are required as construction sets are submitted to resolve outstanding issues. These issues should be resolved at a staff level and include the following:

- Concept landscaping plans,
- Floor plans,
- Trail connections,
- Building materials and façade treatments,
- Building pad locations at plat,

These plans must be submitted prior to receiving final approval for construction of grading.

We look forward to working with you on these other items as the North Village Resort continues in this process. Should there be any questions please don't hesitate to contact me.



Respectfully,

Ent 417575 Bk 1142 Pg 1802

IBI Group

Ray Whitchurch

Associate

Wasatch County  
Planning Commission  
Report of Action

Preliminary Approval \_\_\_\_\_  
For Discussion Only \_\_\_\_\_  
Resolution \_\_\_\_\_  
Ordinance \_\_\_\_\_  
General Plan \_\_\_\_\_  
Zone Change \_\_\_\_\_  
Plat Amendment \_\_\_\_\_  
Road Vacation \_\_\_\_\_  
Condition Use Permit \_\_\_\_\_  
Final Approval \_\_\_\_\_  
Temp. Use \_\_\_\_\_  
Master Plan \_\_\_\_\_ X \_\_\_\_\_

Meeting Date: April 16, 2015

Ent 417575 Bk 1142 Pg 1803

**ITEM #10.** North Village Resort - Ivan Broman, representative for River's Edge Land Holdings LLC, is requesting an amended Master Plan and Density Determination approval for North Village Resort, formerly known as River's Edge, a 38.93-acre mixed use development consisting of 436 residential units and 253,960 square feet of commercial/retail for a total ERU (equivalent Residential Unit) count of 376.19. The original master plan and density approval granted in 2007 allowed for 219 ERU's. The proposal is located at the southwest corner of River Road and Highway 40 in Section 18, Township 3 South, Range 5 East in the NVOZ (North Village Overlay Zone). *\*Recommendation by the Planning Commission on this item will be considered by the County Council as the Land Use Authority, at a Public Hearing on April 22, 2015\*.*

Commissioner \_\_\_ Gappmayer \_\_\_ was present as Chair.

**FINDINGS**

- The North Village Code allows for a density of 6-12 ERU's per acre in the Town Core area and 3-6 ERU's in the Neighborhood General. The density proposed is at or almost at the maximum for both density designations.
- The density designation acreage for the denser TC zoning has been enlarged. This may be a precedent setting decision.
- If the density designations are enlarged the proposal can only be approved if the maximum number of ERU's are allowed in the TC zone.
- The proposed layout meets the intent of the code.
- A fiscal impact analysis will only remain positive if the uses remain as proposed. If units become primary residents the fiscal impact will most likely be a negative.
- According to UDOT the access onto highway 40 most likely is temporary.
- The traffic study did not take into account the temporary nature of the highway 40 access.

**CONDITIONS**

1. Staff recommends that the master plan density designation acreages not be amended so drastically. Density should be lowered so it is more in compliance with the North Village master plan. This could lower the heights of the condo hotel buildings. Staff feels that enlarging density designations is a bad precedent to set for the rest of the North Village.
2. If approval is granted it should be with the condition that the traffic analysis be updated and reflect intersection levels of service based on no access onto Highway 40.
3. If the second access through UDOT property is not allowed the item should be continued until resolved.
4. Detail of the 80% screening of the parking areas will need to be provided for preliminary.
5. If approved some type of agreement needs to be recorded with the master plan to (as much as possible) guarantee that the proposal will be built as shown with the amenities intended to ensure second home occupancy including a possible requirement for a branded hotel.
6. The soils report shows ground water in some places at 5' below surface. The parking structures will need to take that into account.

**COMMENT**

- Baird was concerned about the viability of the commercial and condo units.

- o Bruce Barrett – Granite Development – 250,000 sf calculation includes conference space, back office, Water Park, etc. not just pure commercial big box, but smaller retail/grocer tenants.
  - o They plan to tie into regional trail systems with surrounding properties and gov't agencies.
  - o Trying to provide a product and needed amenities to attract families and multi families' using commercial, trails, movie, water park, shuttle services to regional rec.
  - o

**No Public Comment**  
**MOTION**

Commissioner    Probst    made a motion to    recommend for approval 370 ERU's with staffs conditions except #1, but include 2-6       .

Commissioner    Hayward    seconded the motion.

**VOTE**      (   7   to   0   )

Robert Gappmayer	<u>  AYE  </u>	NAY	ABSTAIN
Paul Probst	<u>  AYE  </u>	NAY	ABSTAIN
Jon Jacobsmeyer	<u>  AYE  </u>	NAY	ABSTAIN
Gerald Hayward	<u>  AYE  </u>	NAY	ABSTAIN
Lew Giles	<u>  AYE  </u>	NAY	ABSTAIN
Jay Eckersley	<u>  AYE  </u>	NAY	ABSTAIN
Brad Lyle	<u>  AYE  </u>	NAY	ABSTAIN

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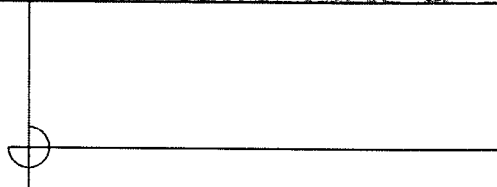
Wasatch County Planning Commission – Chairman

**\*\*Official action of the Planning Commission on this item\*\***

North Village Resort - Ivan Broman,  
representative for River's Edge Land Holdings  
LLC, is requesting Master Plan and Density  
Determination approval for Rivers Edge a  
38.93-acre mixed use development consisting  
of 38 Single family lots, 112 Townhouses, 70  
condominiums, and approximately 53,500  
square feet of commercial/office space. The  
proposal is located at the southwest corner of  
River Road and Highway 40 in Section 18,  
Township 3 South, Range 5 East in the North  
Village Overlay Zone (NVOZ).



6/2015



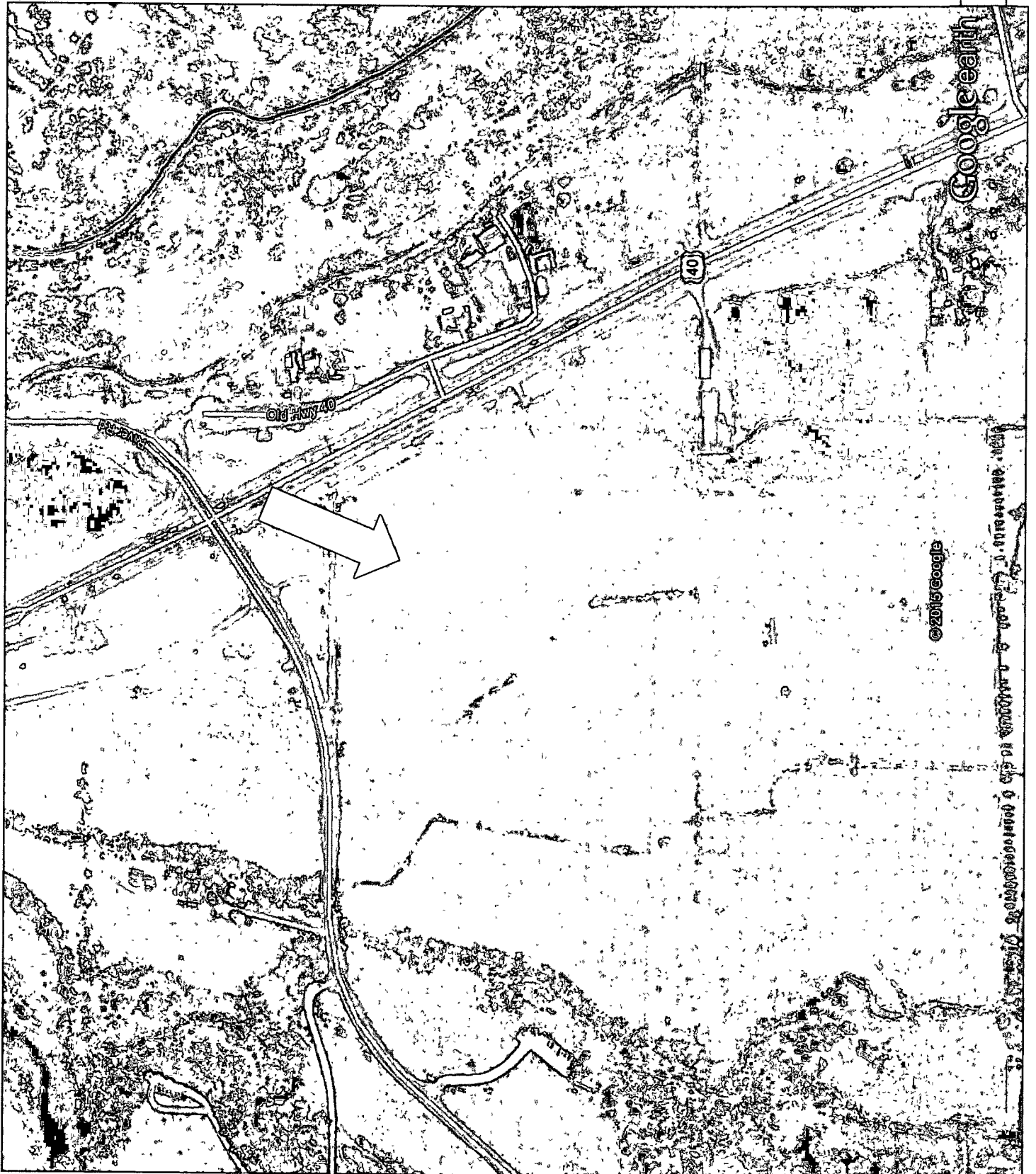
Pg

# LAND USE SUMMARY:

- 38.93 acres
- 81 Townhouses greater than 1,500 square feet
- 177 condominiums less than 1,500 square feet.
- 178 condos at 700 square feet.
- 253,960 square feet of retail commercial
- The plat amendment request is for an additional 155 ERU's over what the original proposal (original was for 221) received in 2007 for a total of 376.19 ERU's.
- North Village Resort will be built on the 39 acres at the Southwest corner of River Road and Highway 40.
- The project is a resort mixed-use development with fly-fishing, movie theaters, indoor water park, free shuttle service to ski resorts, lakes, and golf courses, a pedestrian village, mountain biking and more.
- The projected build out over five to ten years is approximately 28,000 sq. ft. of resort support; 44,000 sq. ft. of conference, spa and theater; 135,000 sq. ft. of retail, a 62,000 sq. ft. indoor water park 81 townhomes and 330 condo keys.
- Phase I is expected to include retail ground floors and pads, 34 townhomes, and 96 condo keys.



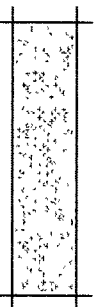
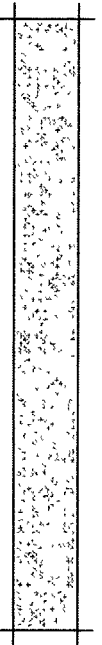
Google Earth





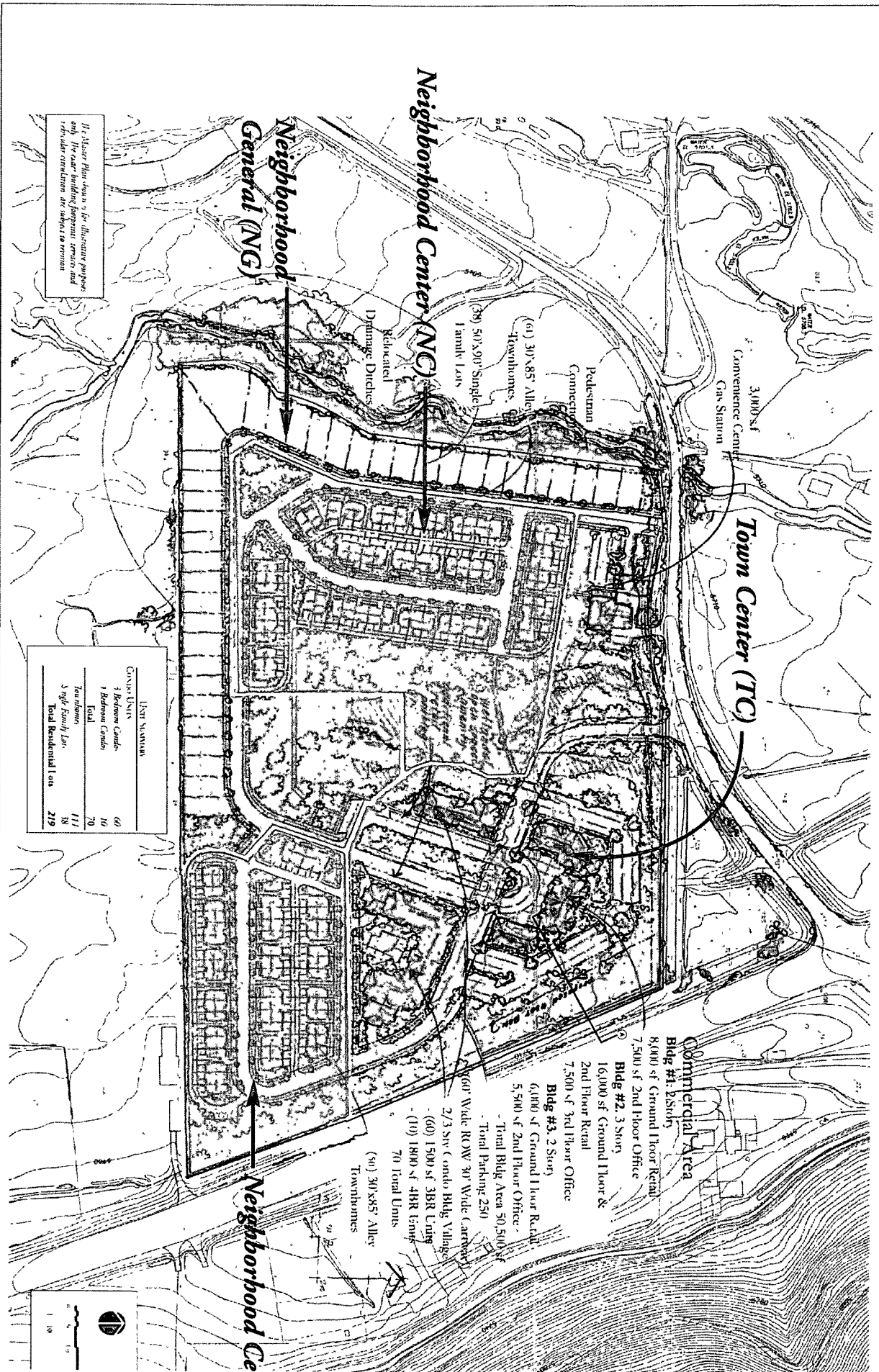
# Changes to 2007 Plan

- The master plan in 2007 had substantial wetlands bisecting the property making the property challenging to plan for resort use.
- The 2007 plan was predominantly townhomes and lots with affordable housing and surface parking.
- The wetlands have been mitigated and the parcel now provides the opportunity to build a resort that provides all of the benefits intended in the code including a trail system; transient room taxes estimated at \$1.17 M/yr. at build out; destination resort visitors to the county; and a high build quality including expensive screened structured and podium parking.
- The 2007 plan has 9.15 acres of NG, 15.82 acres of NC, and 13.93 acres of TC. The new plan which is aligned with the zoning is 16 acres of NG and 22.85 of TC. With the wetlands mitigated the old plan could have supported up to 364.44 ERUs. With our higher quality development we originally applied for 417, reduced it to 376, and the Planning Commission has recommended 370.



## Project Summary (December 2007):

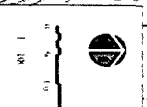
- 38.93 Acres
  - 112 Town homes
  - 70 attached condominiums
  - 38 Single-family lots
  - 53,500 square feet of commercial/office space
  - Total of 228 eru's and 220 units
  - Total of .27 acres impacted wetlands.
- A conditional use to be granted for encroachment



If shown blue lines are for illustrative purposes only. The exact building footprint, street layout, and other construction details are subject to revision.

User Maximum	
Garage Units	60
3 Bedroom Condos	10
1 Bedroom Condos	70
Total	111
Townhomes	11
3 w/le Family Lns	38
Total Residential Lns	219

Commercial Area  
 Bldg #1: 8,000 sf Ground Floor Retail  
 7,500 sf 2nd Floor Office  
 Bldg #2: 3 Story  
 16,000 sf Ground Floor Office & 2nd Floor Retail  
 7,500 sf 3rd Floor Office  
 Bldg #3: 2 Story  
 6,000 sf Ground Floor Retail  
 5,500 sf 2nd Floor Office  
 Total Bldg Area 50,500  
 Total Parking 250  
 60' Wide ROW 30' Wide Carpool  
 2/3 sq c ondo Bldg Village  
 (60) 1500 sf 3BR Units  
 (10) 1800 sf 4BR Units  
 70 Retail Units  
 (30) 30'x85' Alley  
 Townhomes



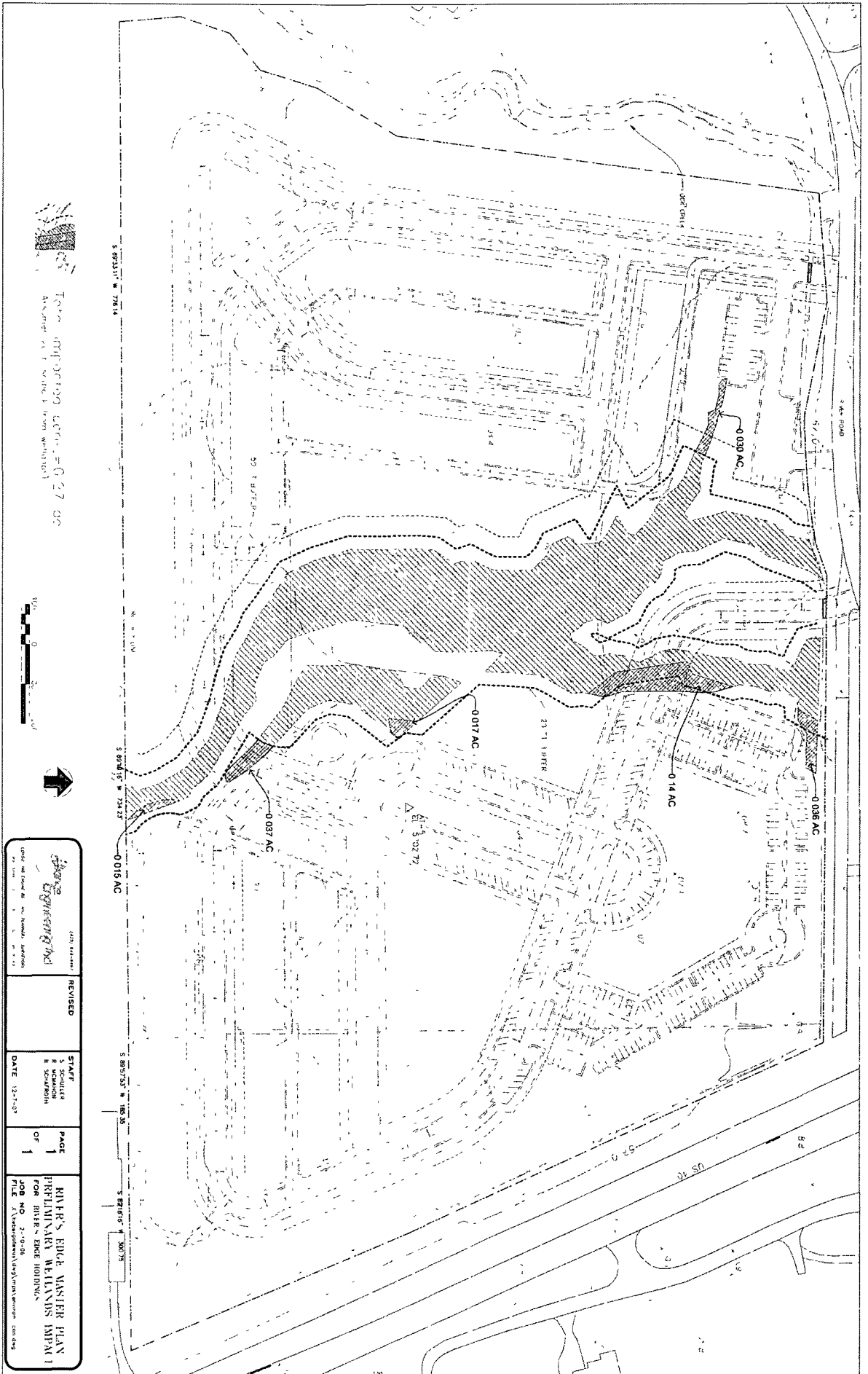
HART HOWTRON

2000 HIGHLAND BLVD  
 DENVER, COLORADO 80202-3400  
 PHONE: (303) 733-1100  
 FAX: (303) 733-1101  
 WWW: WWW.HARTHOWTRON.COM

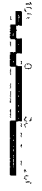
RIVERS EDGE  
 at Highway 40 and River Road, Heber, Utah

Proposed Land Use

December 13, 2007



Total Impacted Area = 0.27 AC  
 Assumed 2:1 Slope for Wetlands



		(420) 824-4444 1000 West 10th Street, Suite 100 Fort Lauderdale, FL 33304	
REVISED	STAFF	PAGE	PROJECT
	S. SCHULTE	1	RIVER'S EDGE MASTER PLAN
	R. WILSON	OF	PRELIMINARY WETLANDS IMPACT
	B. SCHMIDT	1	FOR RIVER'S EDGE HOUSING
DATE: 12-7-07			JOB NO. 2-10-08
			FILE: A:\msps\ent\107\mst\wimpact.dwg

HARTWIGL ATON

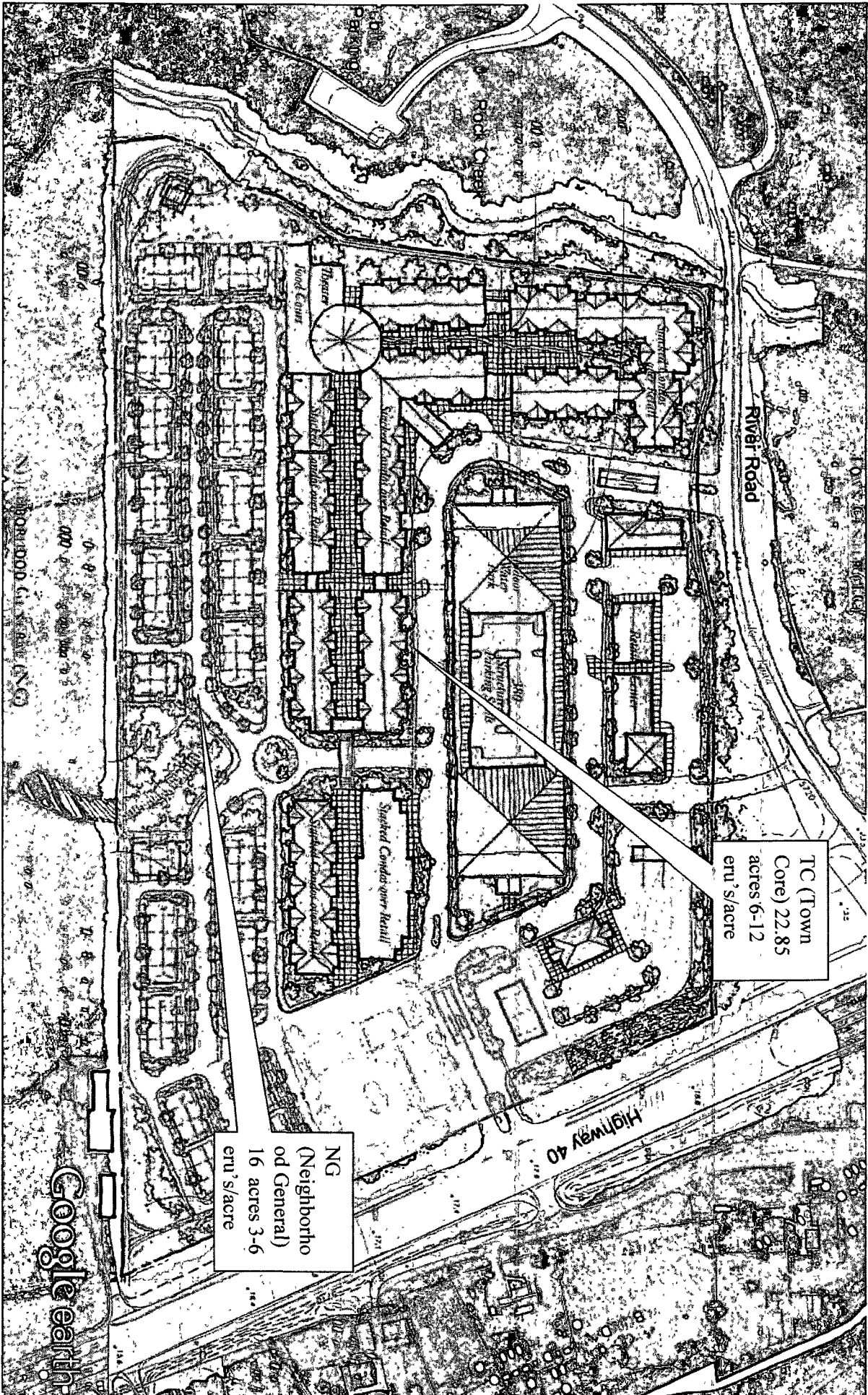
CONSULTANTS  
 1000 WEST 10TH STREET, SUITE 100  
 FORT LAUDERDALE, FL 33304  
 TEL: (407) 944-1100  
 FAX: (407) 944-1101  
 WWW.HARTWIGL-ATON.COM

**RIVERS EDGE**  
 at Highway 40 and River Road, Hobe Sound, FL

**Wetlands Impact**  
 December 13, 2007



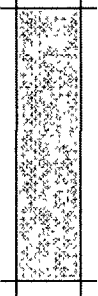
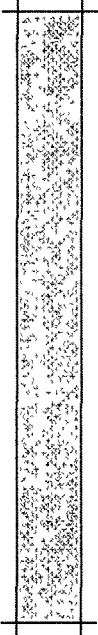
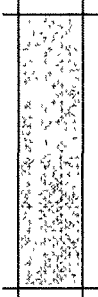
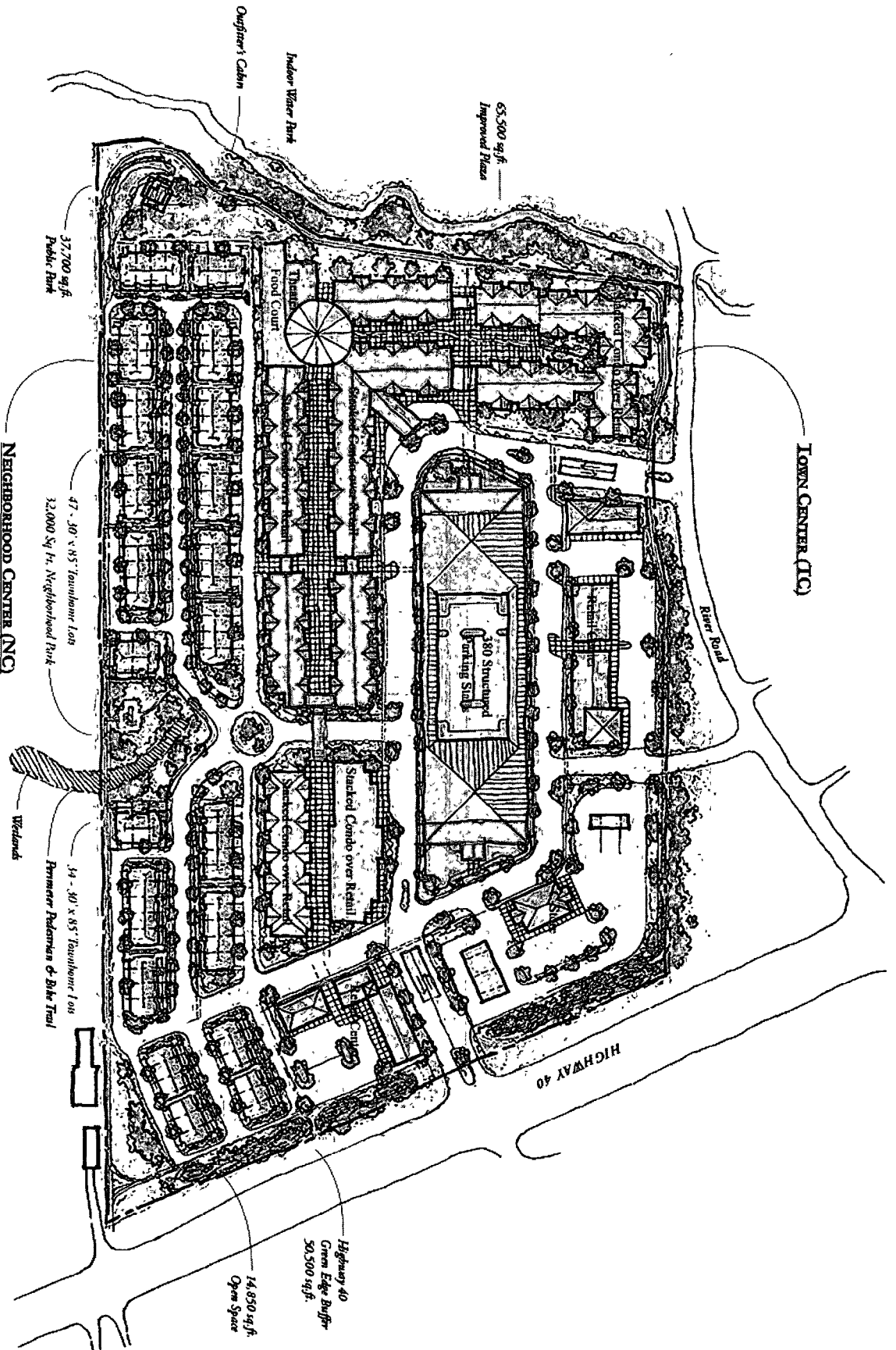




TC (Town Core) 22.85 acres 6-12 etu's/acre

NG (Neighborhood General) 16 acres 3-6 etu's/acre

# Illustrative Master Plan



**Open Space Requirement**

**Neighborhood General**

Required Open Space  
644,688 sq. ft. x 30% = 193,406 sq. ft.

Provided Open Space  
2000 sq. ft. provided

Neighborhood Parks (7% min.)  
644,688 sq. ft. x 6% = 38,681 sq. ft.

Provided Open Space  
69,700 sq. ft. provided

Block Scale Open Space (3% min.)  
644,688 sq. ft. x 2% = 12,894 sq. ft.

Provided Open Space  
10,200 sq. ft. provided

Mid-block passageways =  
44,700 sq. ft. provided

TOTAL 196,690 sq. ft. provided

**Town Center**

Required Open Space  
1,051,974 sq. ft. x 8% = 84,156 sq. ft.

Block Scale Open Space (4% min.)  
1,051,974 sq. ft. x 4% = 42,079 sq. ft.

Improved Plaza Open Space =  
65,500 sq. ft. provided

Buffer and Perimeter Open Space =  
19,400 sq. ft. provided

84,900 sq. ft. provided

**NORTH VILLAGE RESORT ERU CALCULATIONS**

**Neighborhood Center**

Low-rises greater than 1,500 sq. ft. -  
Retail Center, 12,800 sq. ft.

Subtotal  
No. Multiplier ERU  
81 1 81  
6.4 0.86 5.50  
86.5

**Town Center**

Condos less than 1,500 sq. ft.  
(condos @ 700 sq. ft.)  
Commercial, 241,160 sq. ft.

Subtotal  
177 0.75 132.75  
178 0.33 58.74  
120 58 0.86 104.7  
289.69

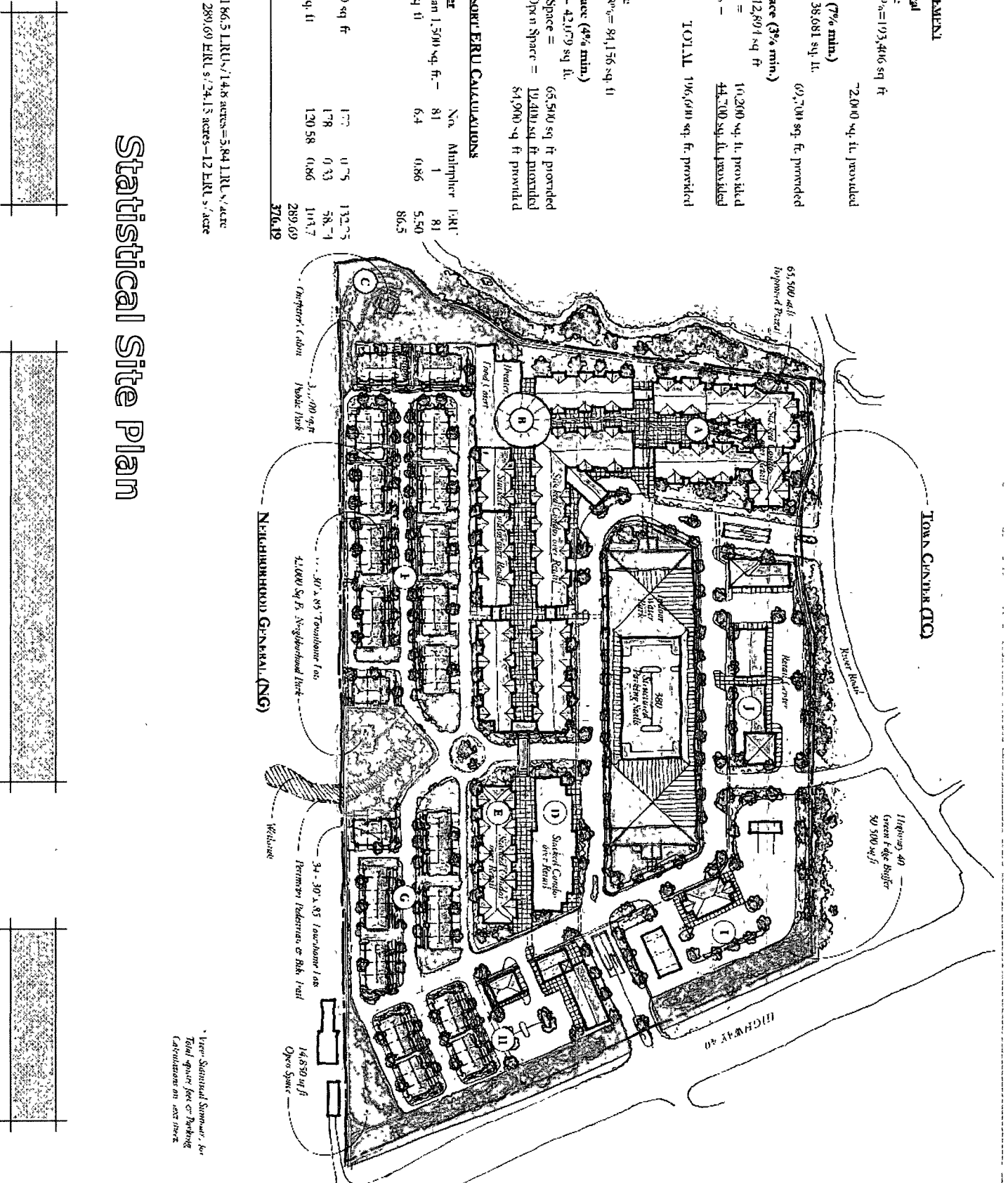
TOTAL 376.19

**ERUs/Acres**

Neighborhood General 86.5 ERUs / 1.48 acres = 5.84 ERUs / acre

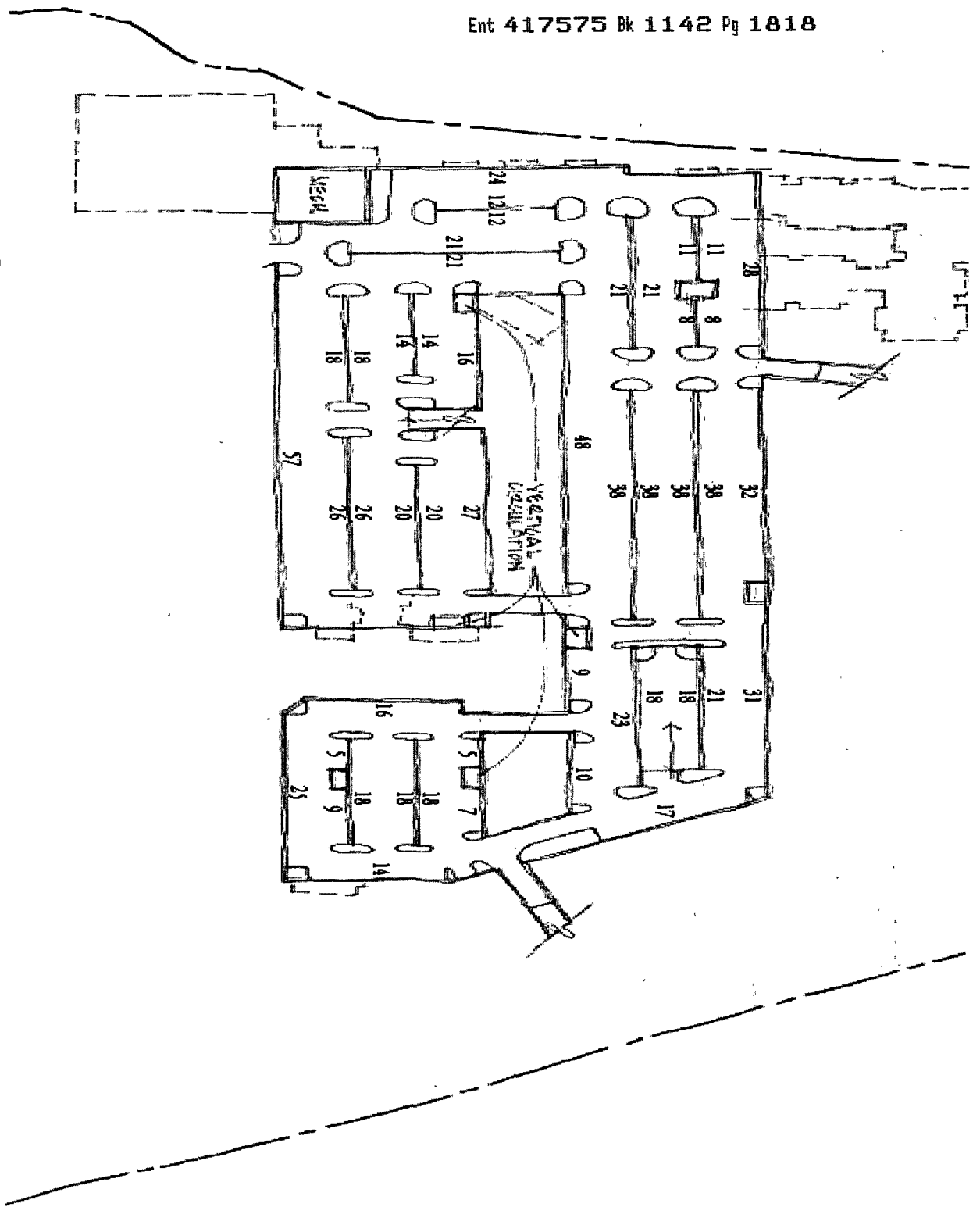
Town Center 289.69 ERUs / 24.13 acres = 12 ERUs / acre

**Statistical Site Plan**

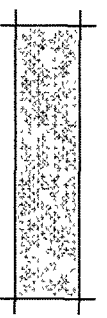
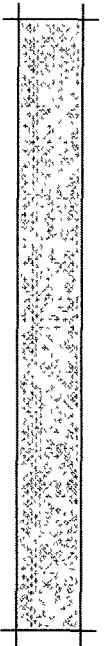
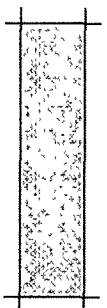


\* Town Statistical Summary for Total square feet of Parking Calculations on next page

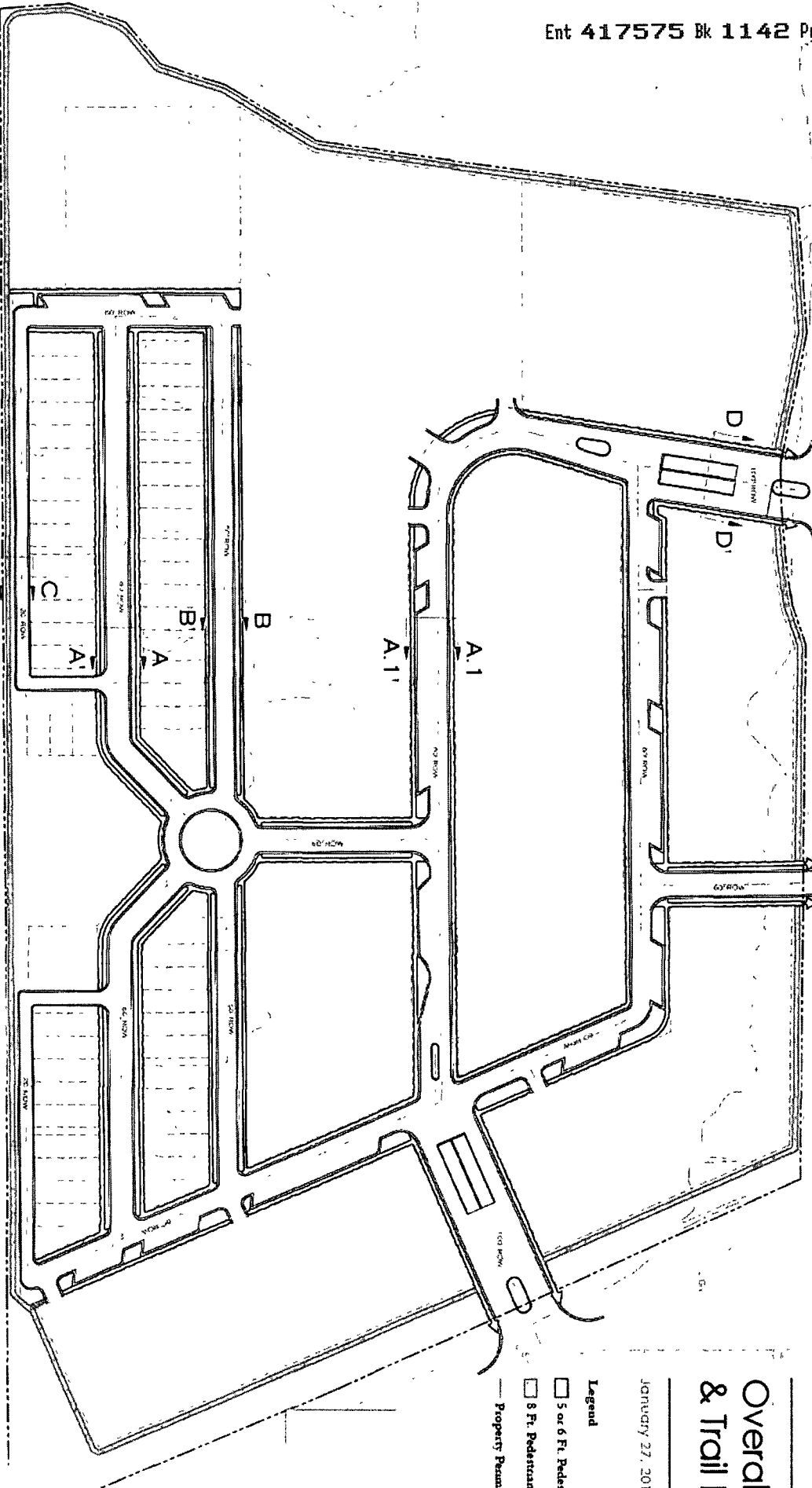




Below Grade Parking Plan



# Trail Plan



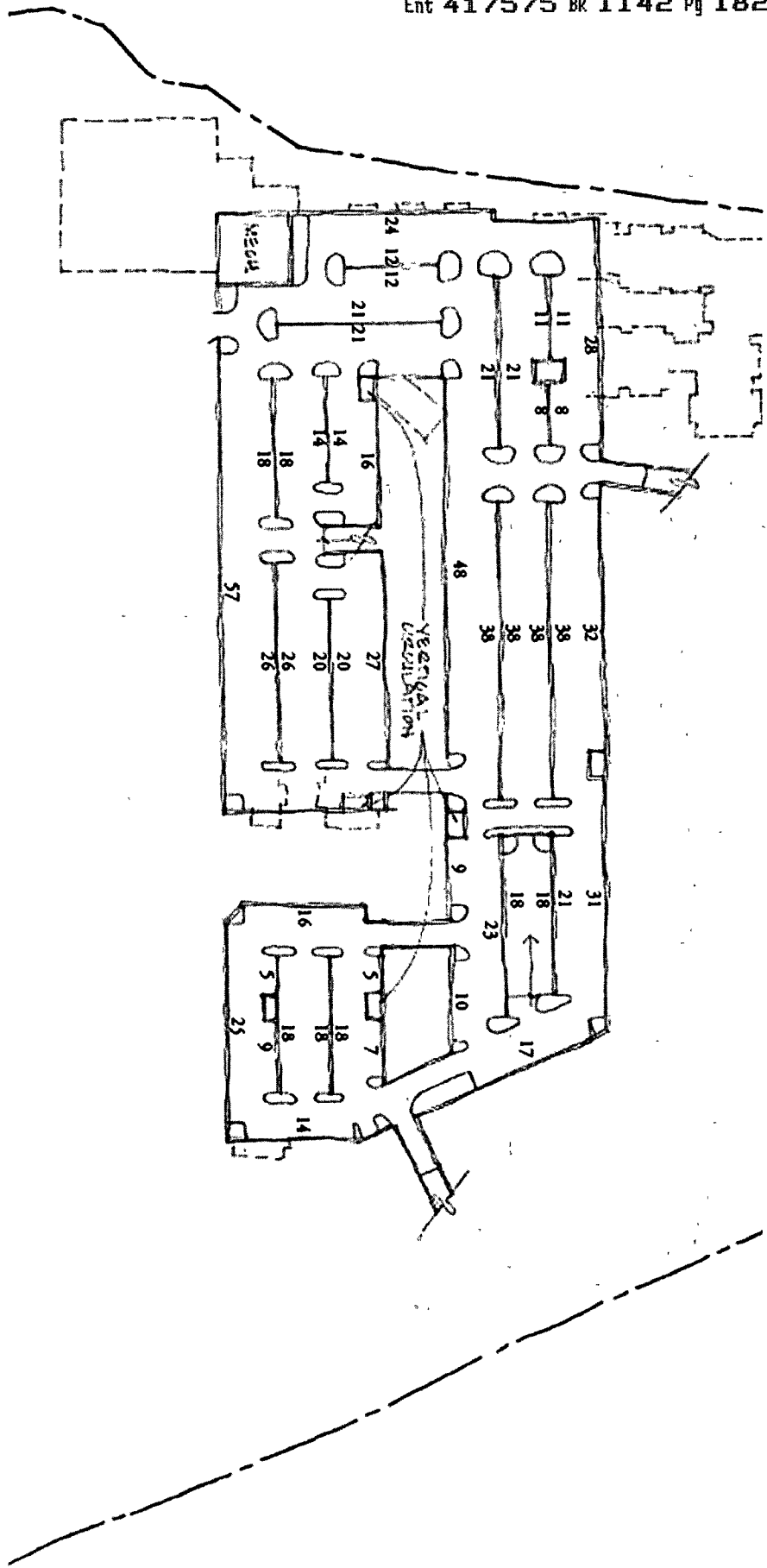
North Village  
Wasatch County,

Overall  
& Trail Lc

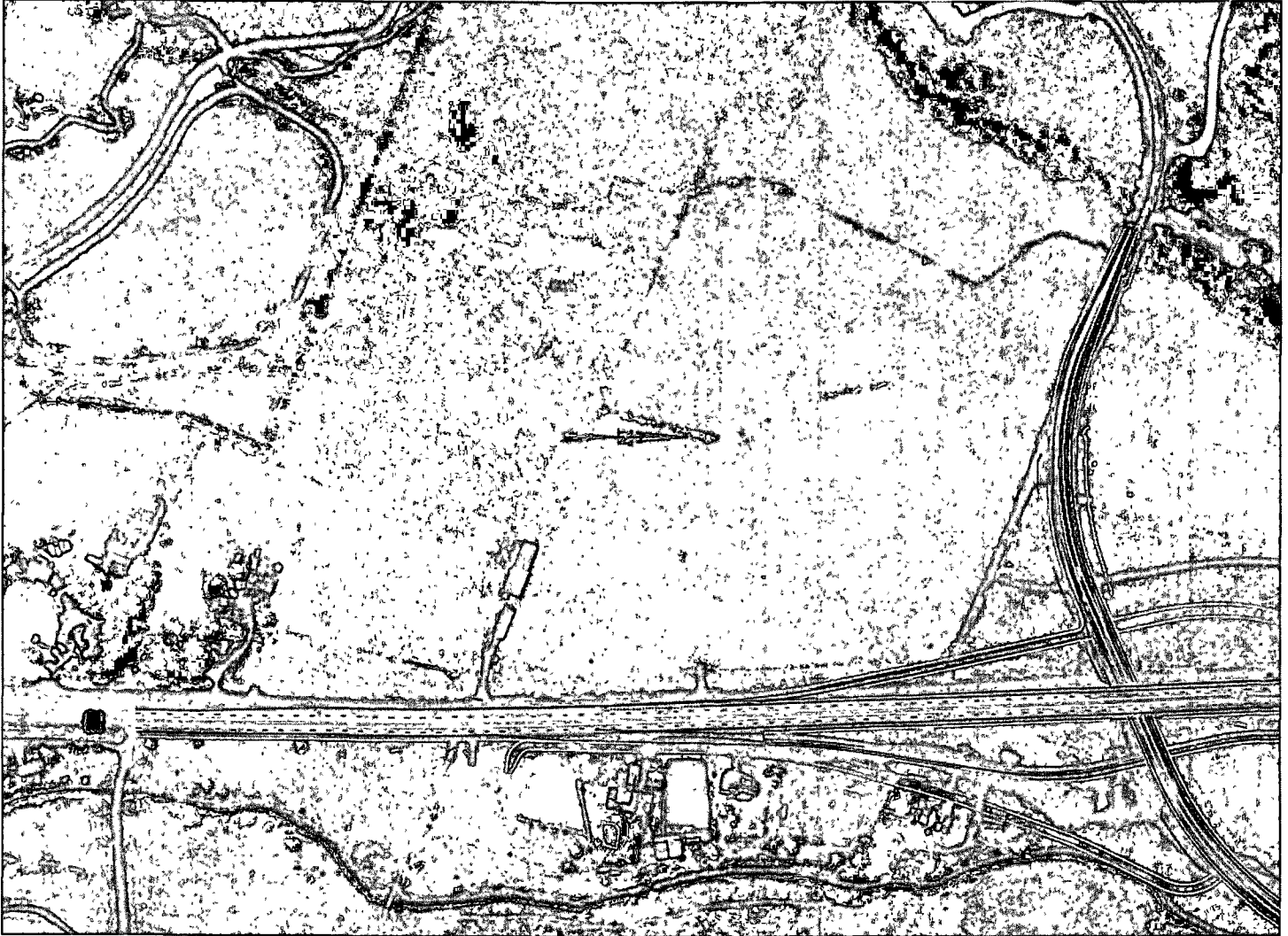
JANUARY 27, 2015

**Legend**

- 5 or 6 Ft. Pedestrian
- 8 Ft. Pedestrian Pat
- Property Parameter



Page 67

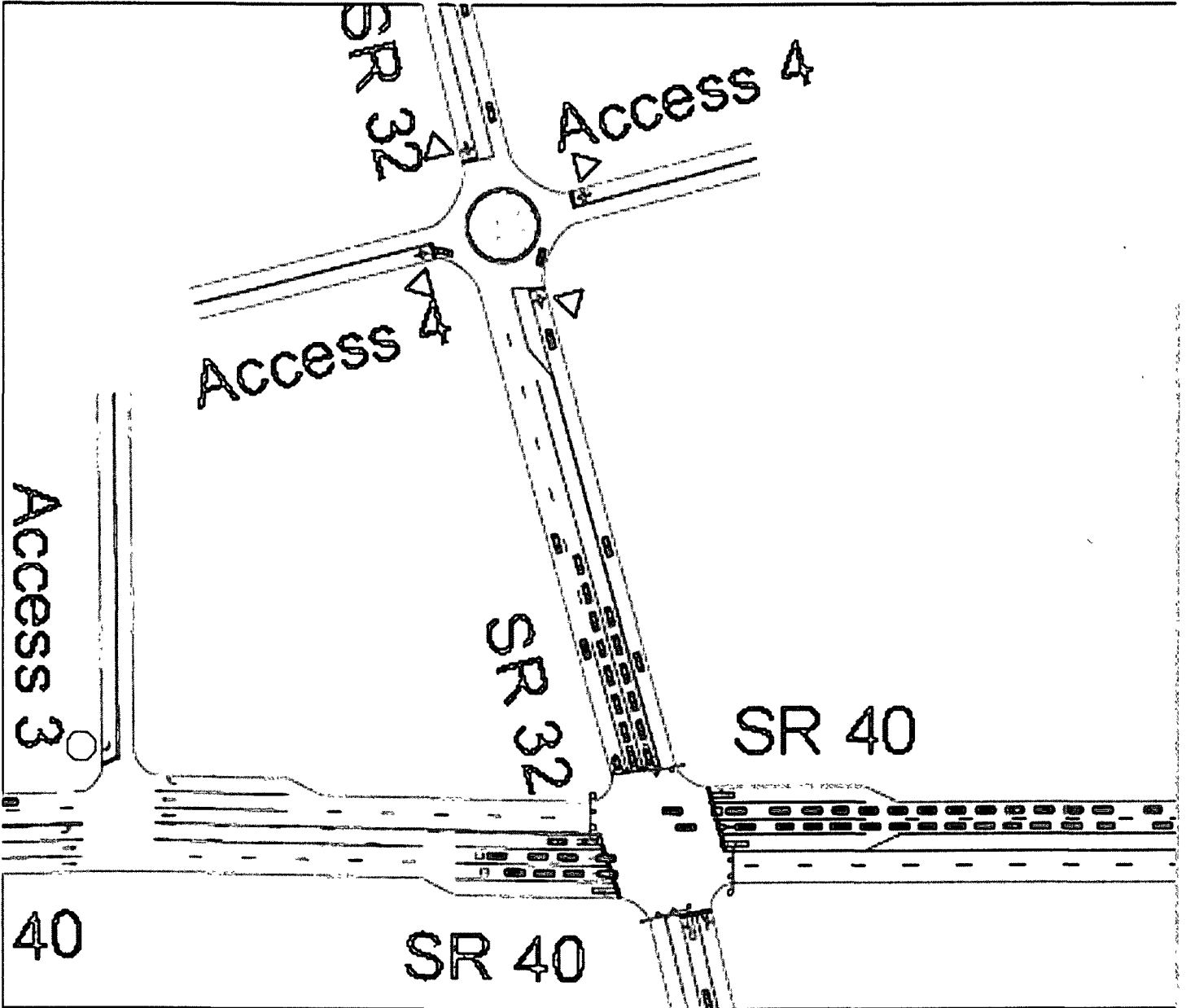


8/6/2015

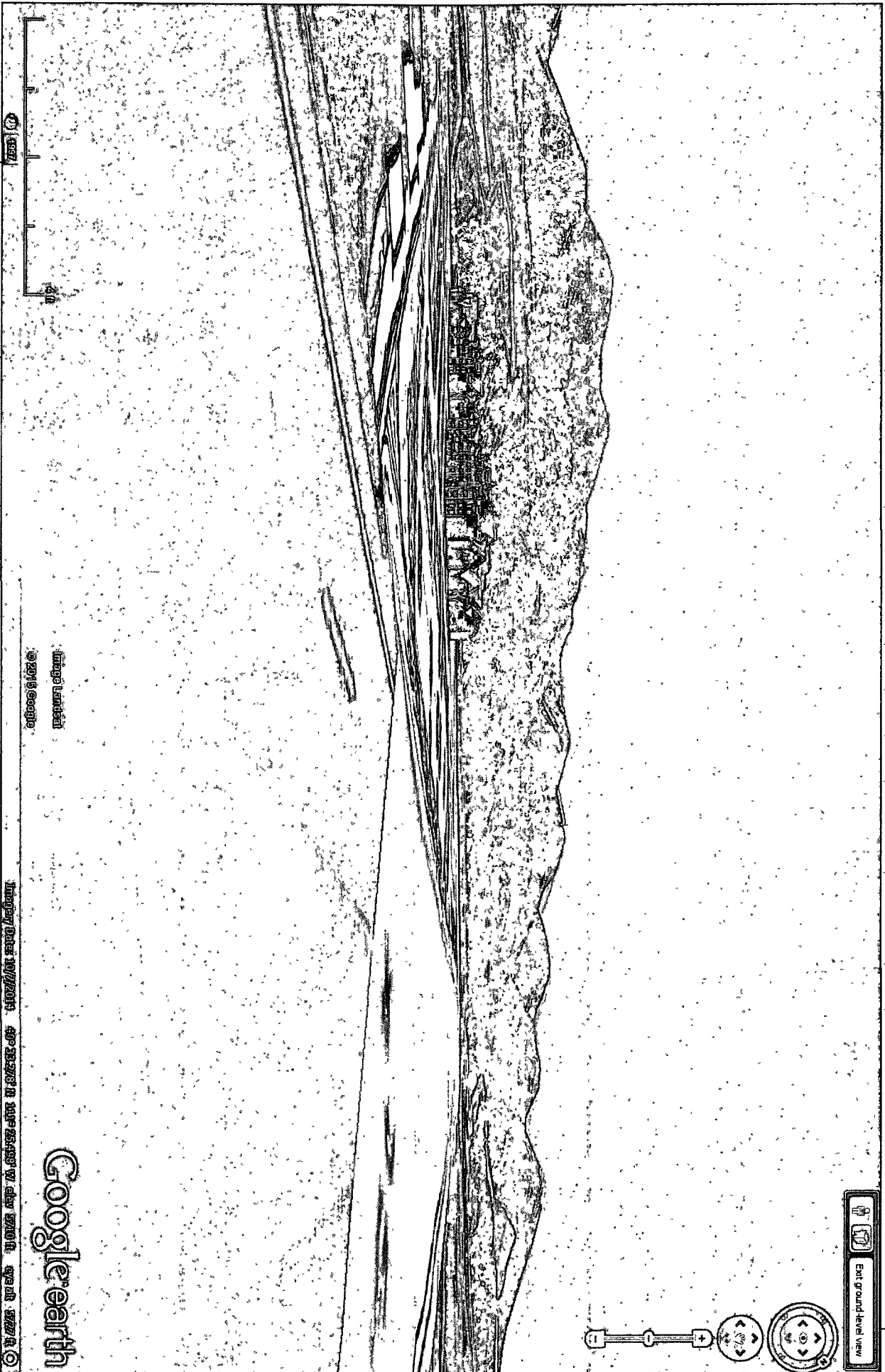




Page



8/6/2015



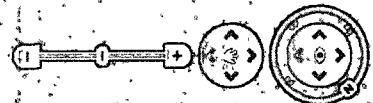
417575

417575

Image Landsat  
© 2015 Google

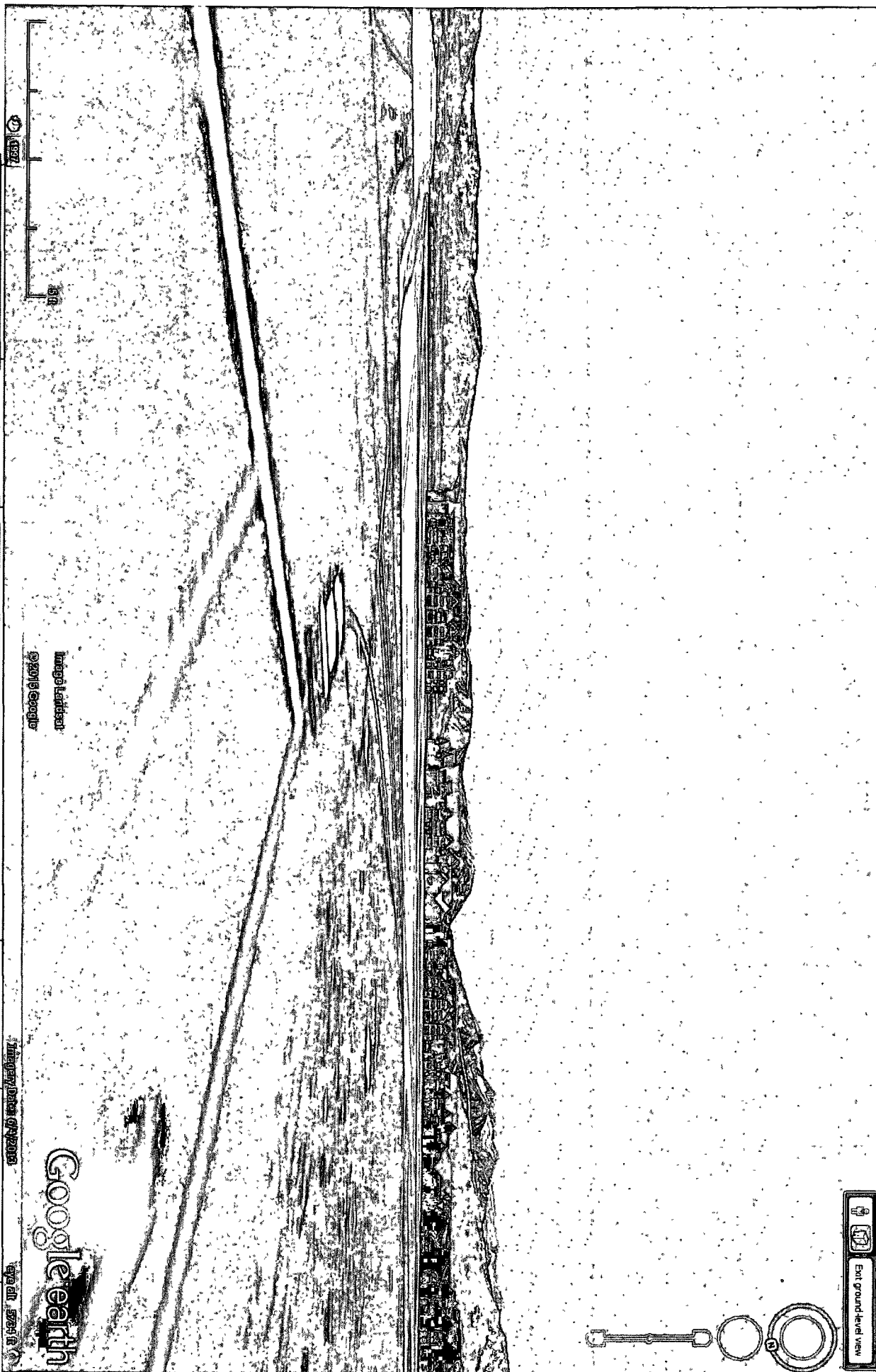
Imagery Date: 10/7/2014 40° 33' 27.0" N 100° 52' 45.0" W elev: 5700 ft speed: 1572 ft/s

Google Earth



Exit ground-level view





Page 71

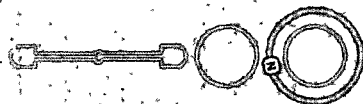
Imagery captured 10/20/13 Google

Imagery dates of 10/20/13

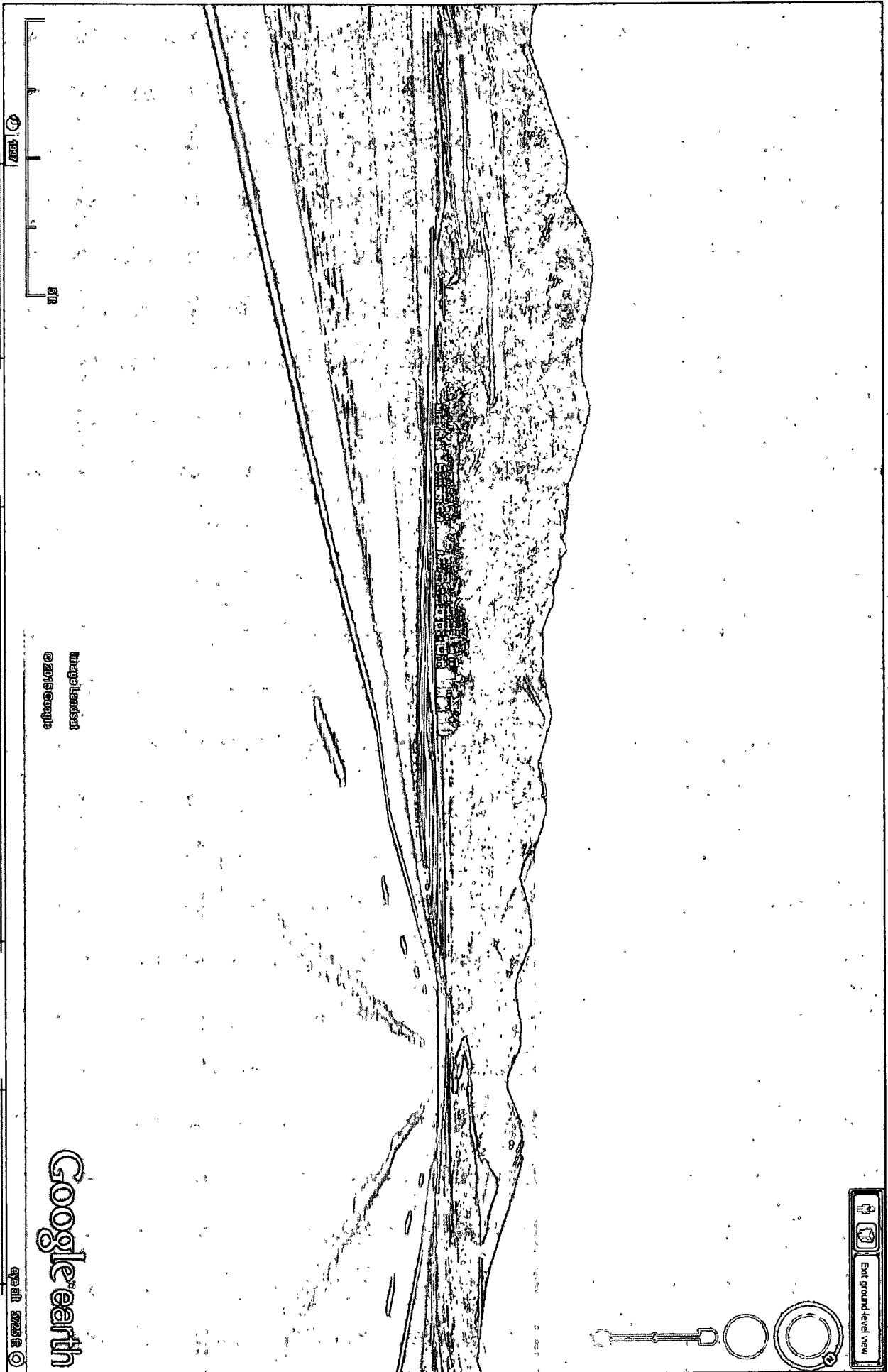
Google Earth

Eye Alt. 15264 ft

8/6/2015







1527

518

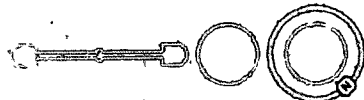
Page 72

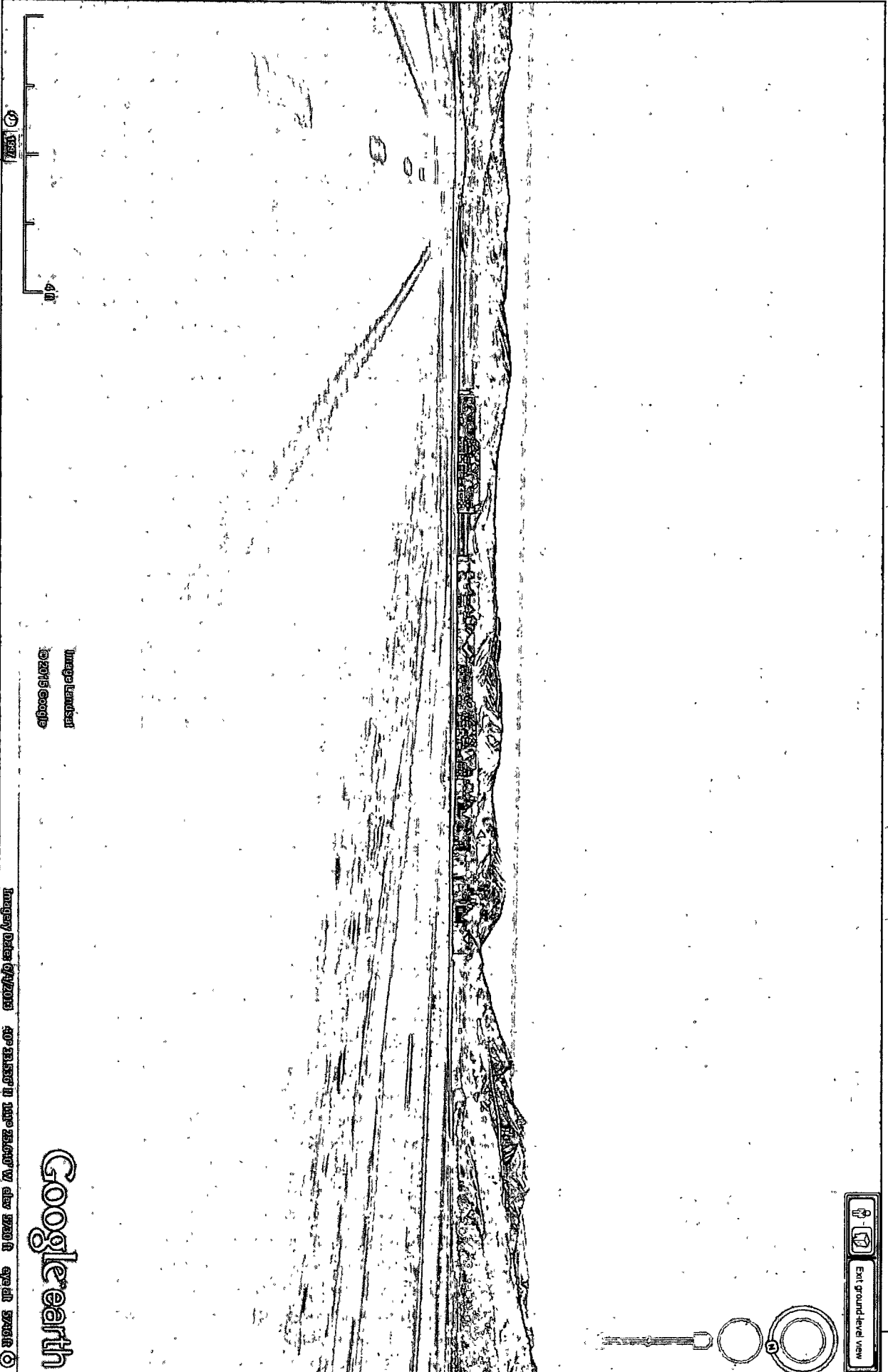
Image Landsat  
© 2015 Google

Google earth

8/6/2015

Exit ground-level view





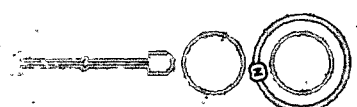
418

Image Landsat  
© 2015 Google

Image Date: 07/2015 40° 33.55' N 100° 25.67' W elev: 5260 ft eye alt: 5260 ft

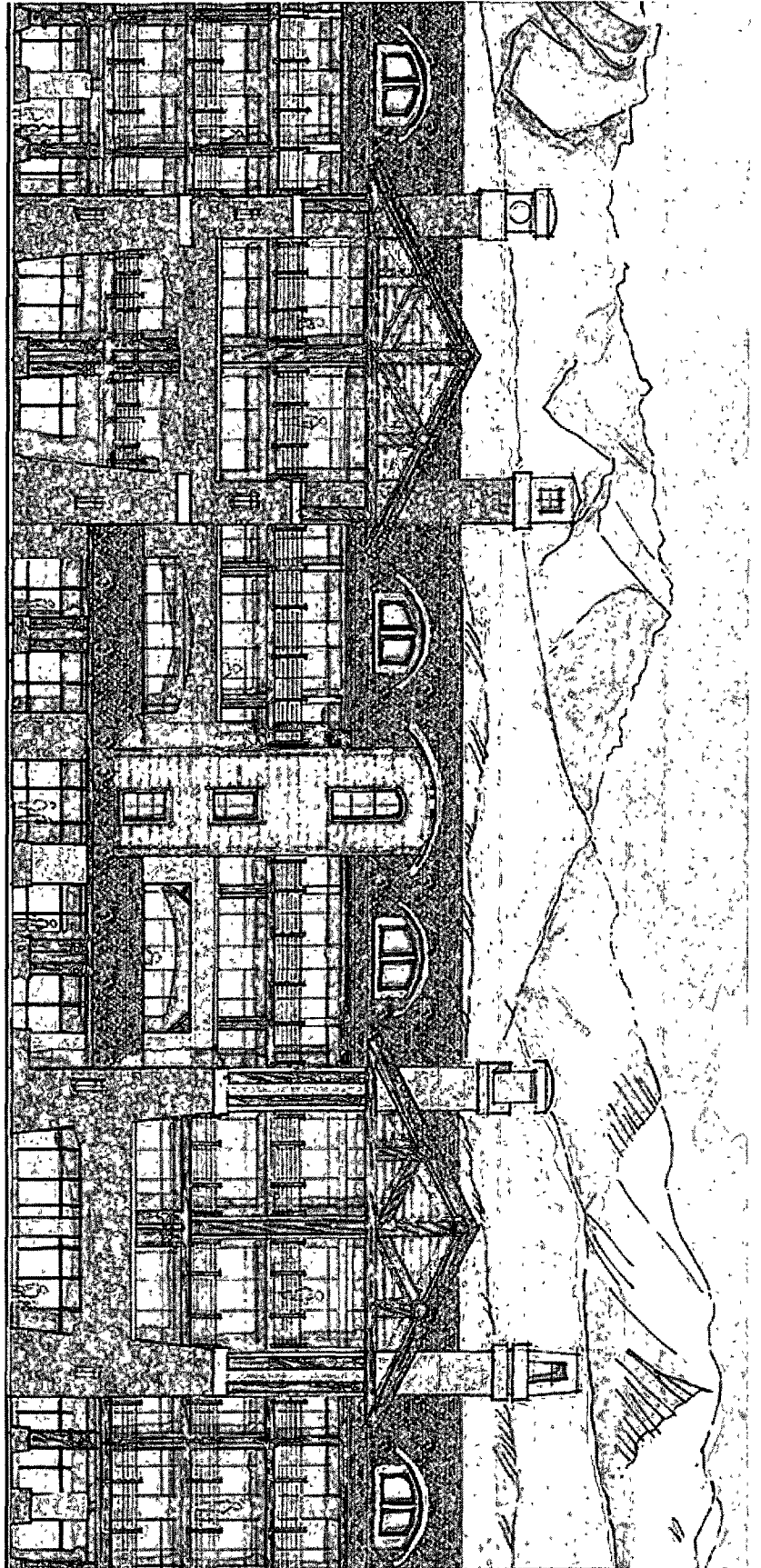
Google earth

Exit ground-level view

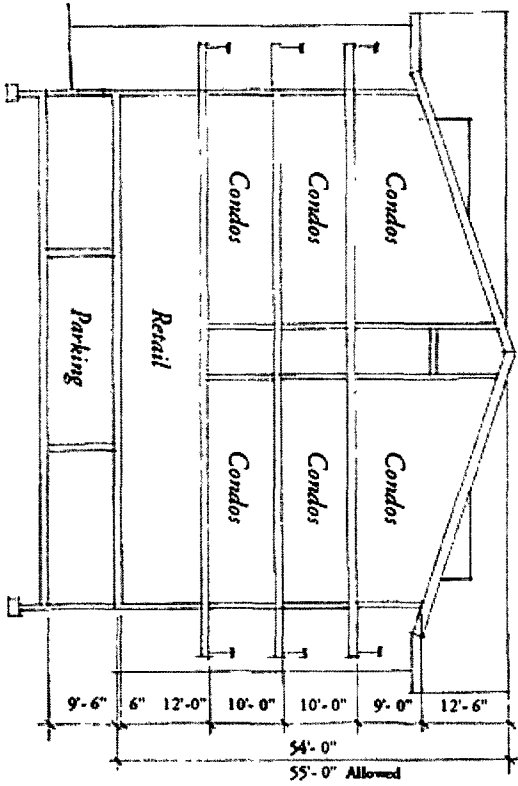


Page 73

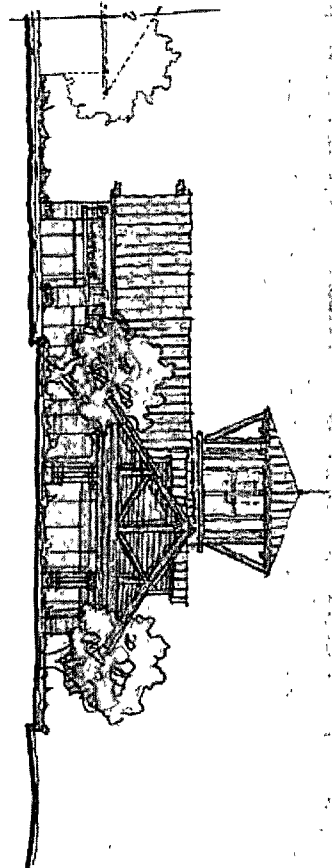
8/6/2015



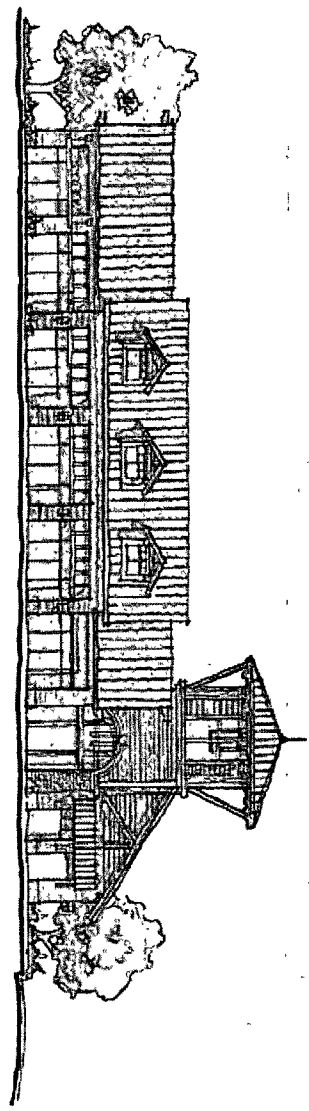
Lodge Elevation



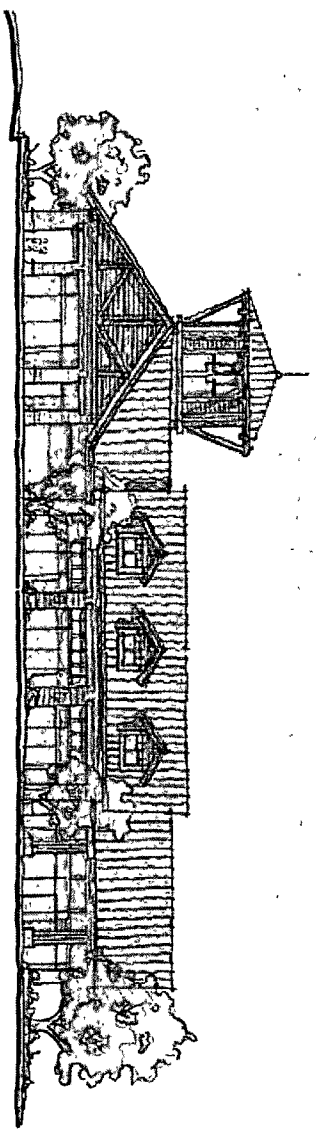
Lodge Section



RETAIL MAIN STREET



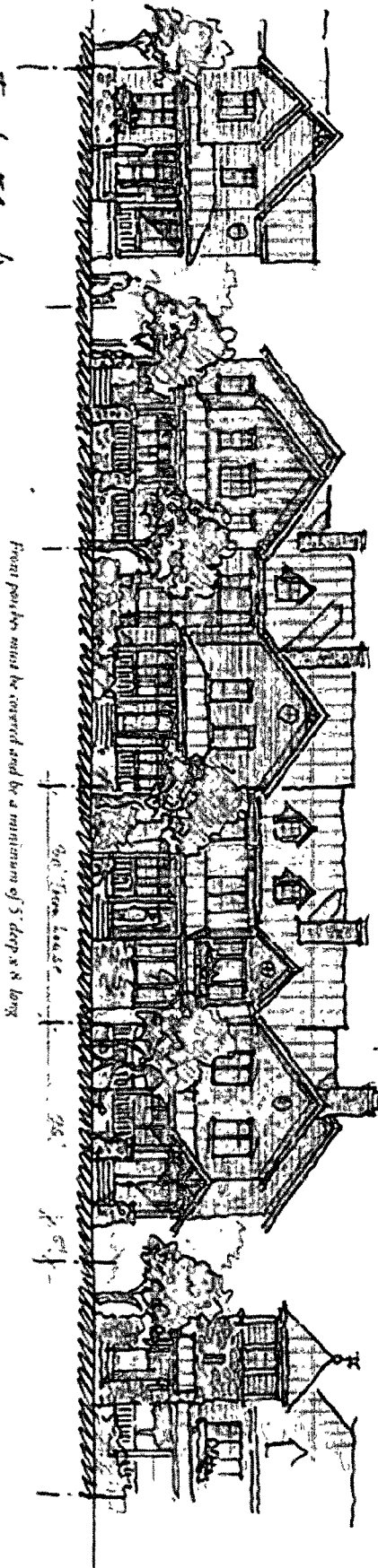
RETAIL ENTRY DRIVE



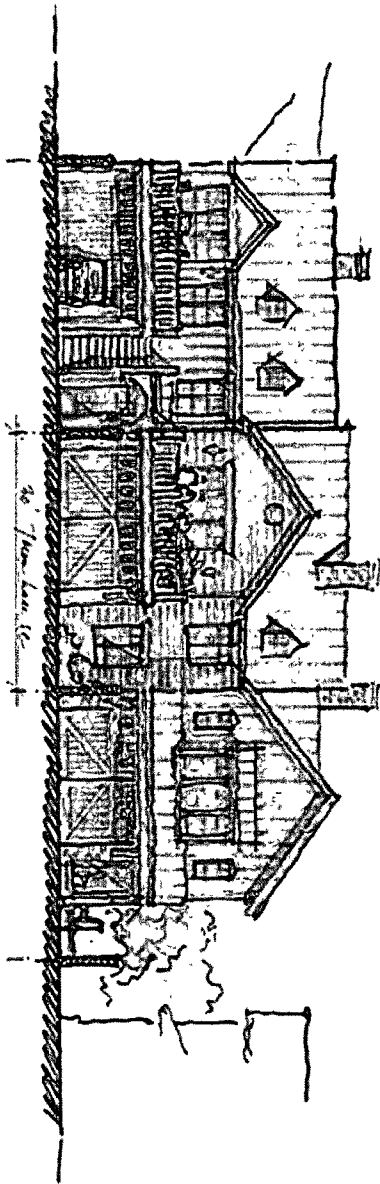
PARKING

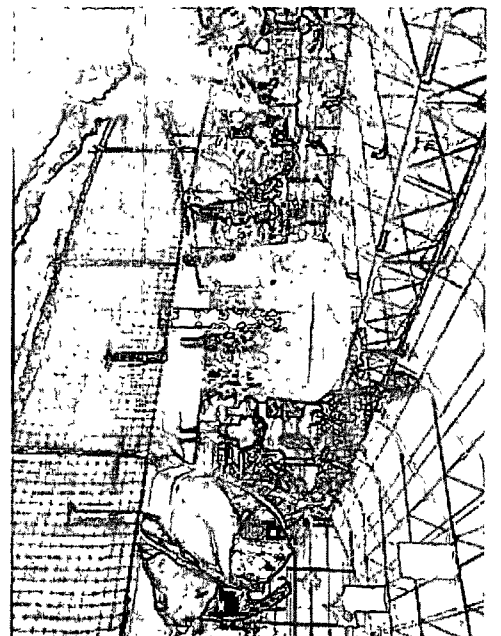
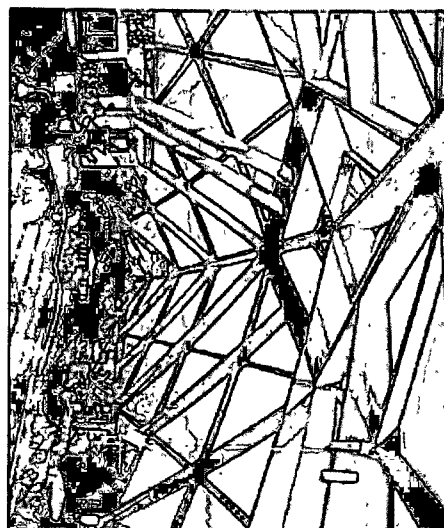
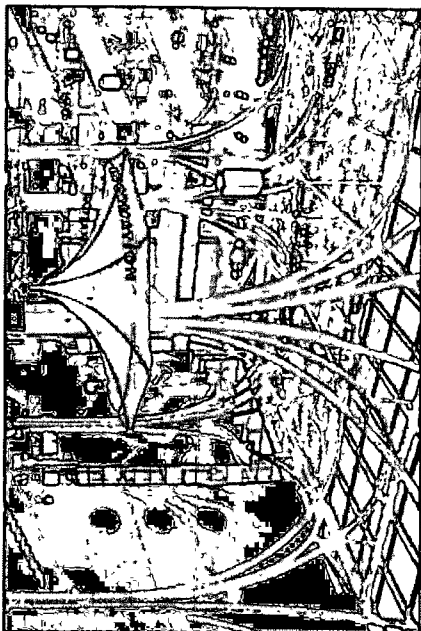
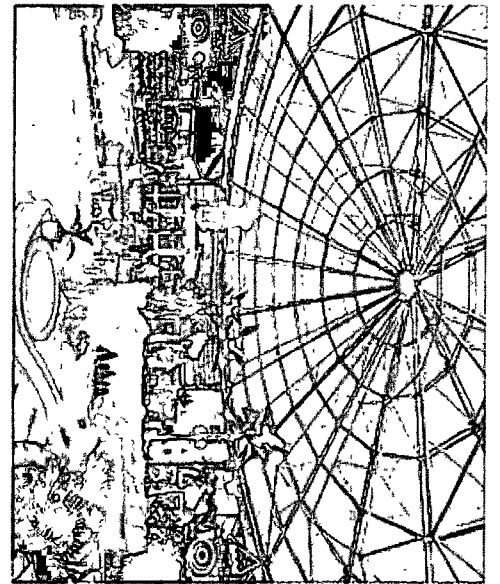
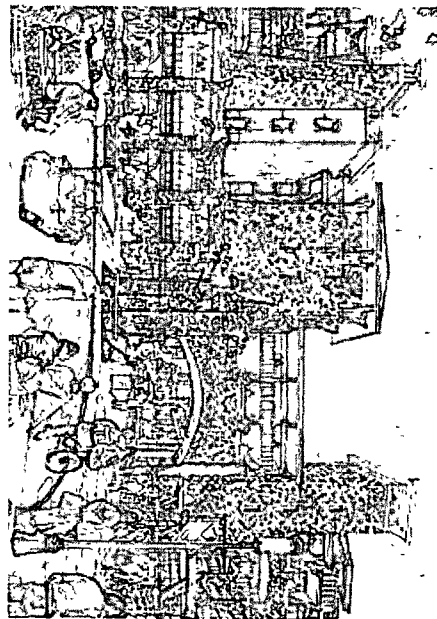
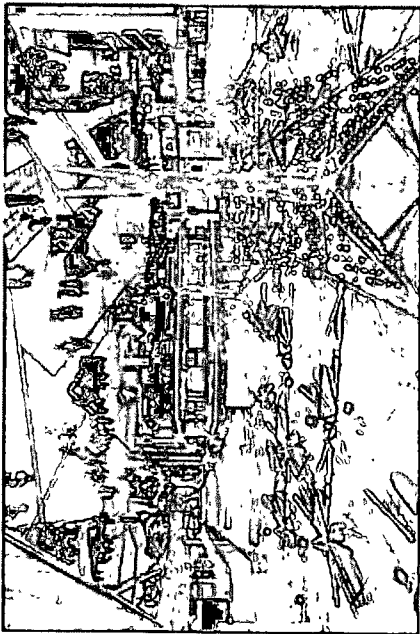
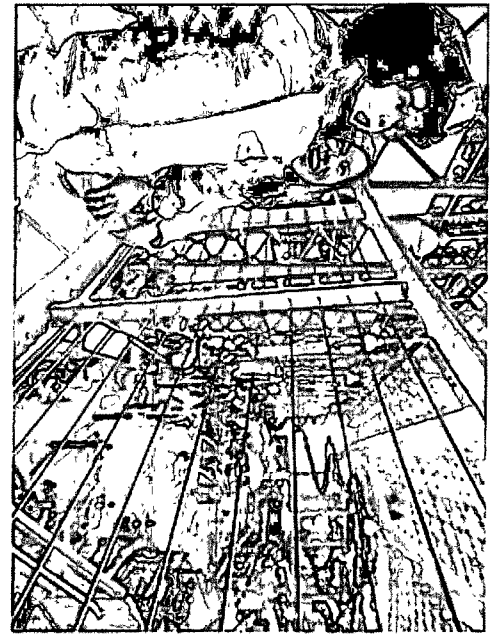
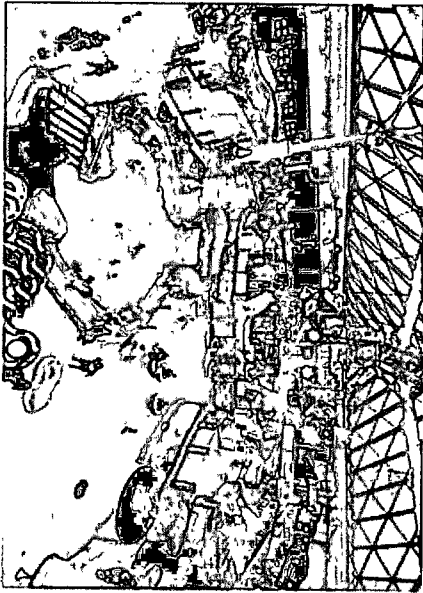


Front Elevation

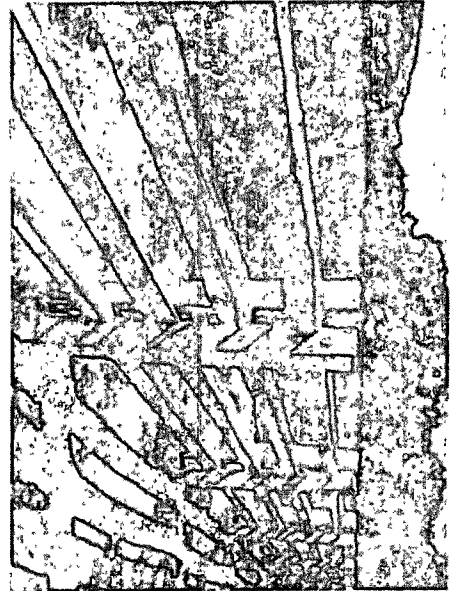


Rear Elevation

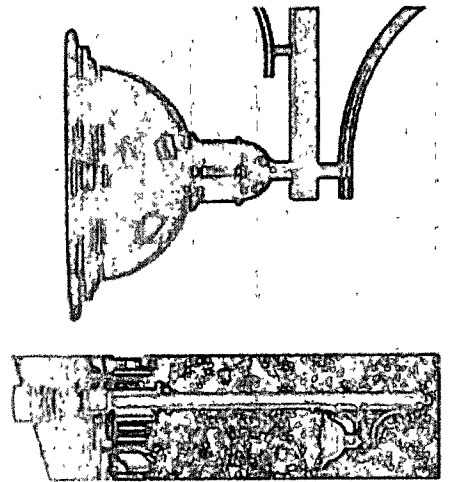






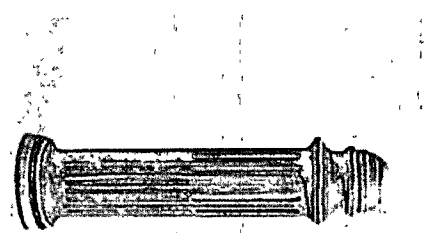


Split Rail Fence at Property Perimeter

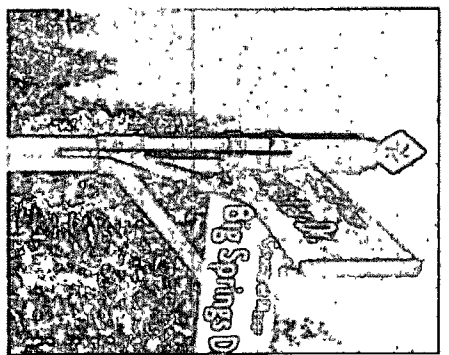


Typical Street Light in brown finish  
*Image Reference*

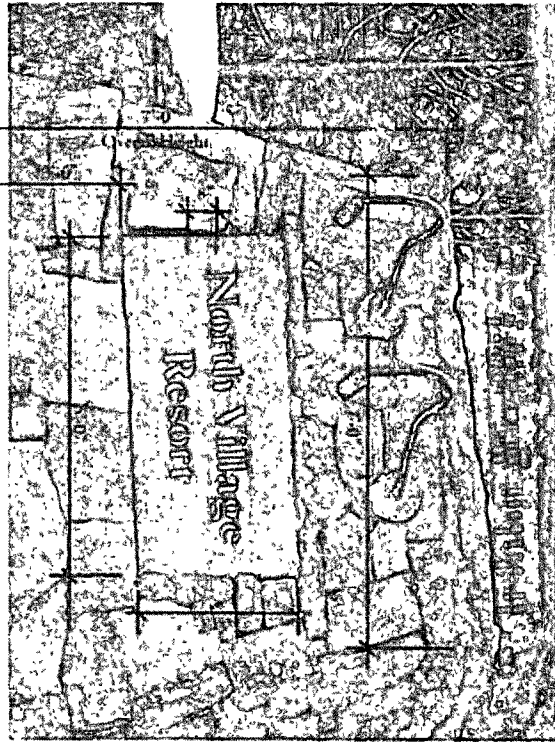
1920s-1930s SHELTON WAY road signs, historical page 2, 3, 4, 5 and 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.



Bollard Lighting at Commercial Area  
*Image Reference*



Street Signage



Entry Monument Sign



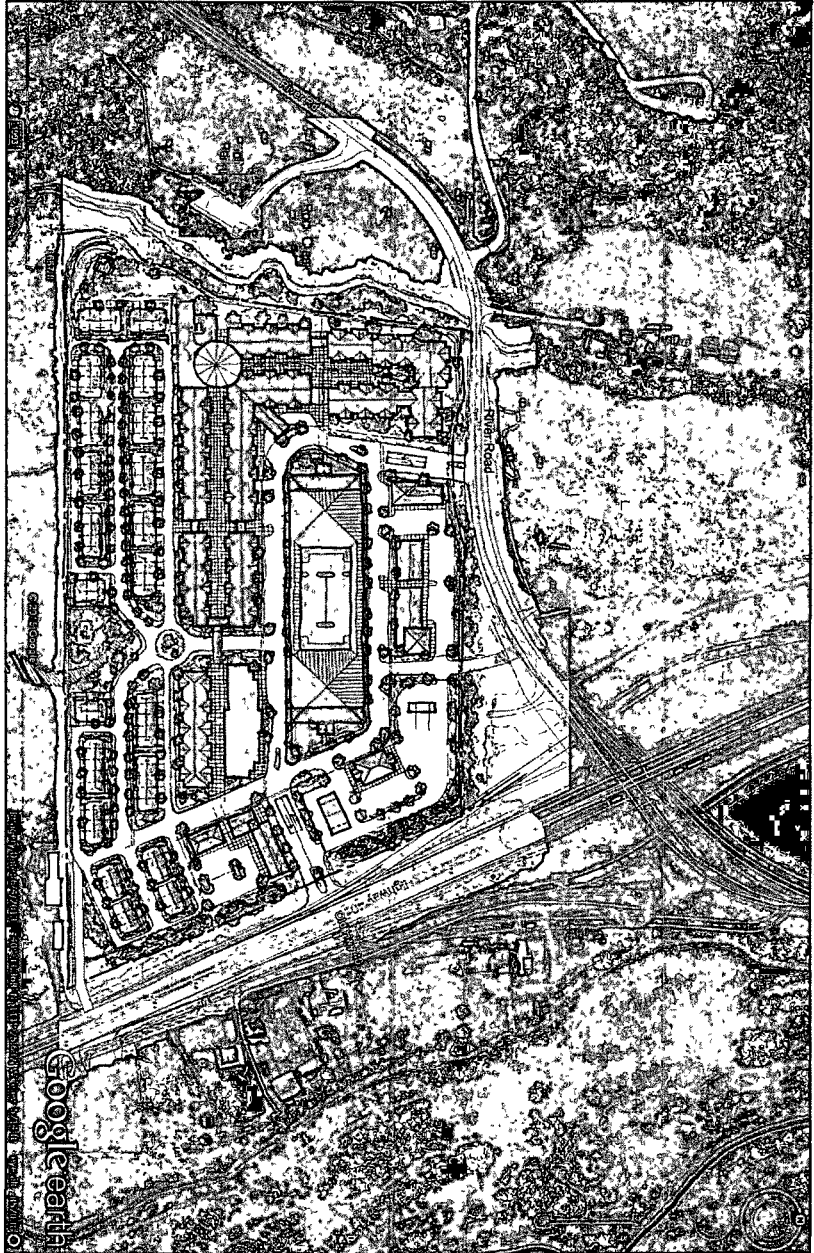
Secondary Entry Monument Sign

Fiscal Impacts / Benefits - If the project is 100% secondary at build-out there is a \$483,240/yr. benefit to the County. If that changes to 100% primary it becomes a -196,036/yr. impact to the County.

The developer has mentioned that the following items can be required of the development to help ensure that the project will remain a second home condo-hotel type development:

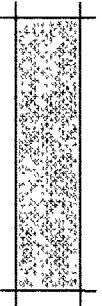
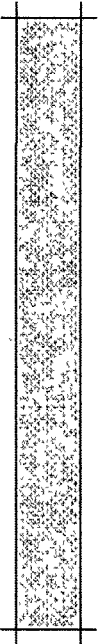
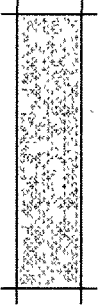
1. The North Village Resort will build structured parking for all of its three and four story buildings.
2. North Village Resort will limit buyers of units within the resort within its CC&Rs to a single property management firm to control against below market, long term rentals.
3. North Village Resort agrees that the density is attached to its development of trails, an indoor water park, a public pedestrian village, a member's lodge.
4. North Village Resort will construct its units at a build quality and cost at least 20% higher than product at The Retreat at Jordanelle, and the Sorenson development.
5. North Village Resort agrees that in exchange for the requested ERUs that no apartments will be built in the development.





### Soils and Traffic

Test pits show no affect from ground water levels. UDOT representatives think that there are no issues with the East River Road access. Chief Giles has requested a gated, emergency vehicle access at the southeast corner of the property when the Highway 40 access is closed and if access is not available to the Moulton Lane intersection.



(435) 657-5244 FAX (435) 657-9582  
WATER FEASIBILITY LETTER

April 15, 2015

North Village Resort  
C/o Flagship Enterprises LC  
1413 Center Drive Suite 250  
Park city, UT 84098

Account # 1010 00

Water Available 234 Acre Feet (via Reservation of water with North Village SSD)

This Feasibility Letter is to allow your development to proceed within the North Village Special Service District. This letter is based on the current information you have provided to the District. It appears that sufficient water is in place to proceed towards the development master plan

- Water reserved with NVSSD Account # 1010 00 234 Acre Feet
- Private Water Rights - 0

Your engineers stated the development required 107 Acre Feet based on preliminary drawings

Our engineers stated the development required 178 Acre Feet based on preliminary drawings

These numbers will be better defined as the project proceeds, however, if at any point it appears that the water requirements exceeds available water due to changes to the plan of the development. This Feasibility Letter will be rescinded in writing.

Please take this Feasibility Letter with you when you schedule your meeting with the Wasatch County Development Water Review Panel. Contact Theresa Baronek @ 435-657-3244 for an appointment with the Wasatch County Development Water Review Panel

After proceeding through Wasatch County planning approval process but before preliminary approval with Wasatch County Planning Commission, you will need to come back to the District for the following

A Development Agreement with the District which includes resolution of the following

- Water Source for Development
- Water Treatment Requirements
- Water Transmission Infrastructure Requirements
- Water Storage Requirement
- Sewer Infrastructure and treatment Requirements

Impact fees and other fees will also be paid at which time a will serve letter will be issued by the District

Sincerely,



Daniel Scow

## POSSIBLE FINDINGS:

- The North Village Code allows for a density of 6-12 ERU's per acre in the Town Core area and 3-6 ERU's in the Neighborhood General. The density proposed is at or almost at the maximum for both density designations.
- The density designation acreage for the denser TC zoning has been enlarged from about 12 acres to 23.75. This may be a precedent setting decision.
- If the density designations are enlarged the proposal can only be approved if the maximum number of eru's are allowed in the TC zone and is ratified at preliminary.
- The proposed layout meets the intent of the code.
- A fiscal impact analysis will only remain positive if the uses remain as proposed. If units become primary residents and are not used as a true condo hotel the fiscal impact will most likely be a negative.
- According to UDOT the access onto highway 40 most likely is temporary.
- The traffic study did not take into account the temporary nature of the highway 40 access.

**Health Department: Tracy Richardson**

Comments: North Village Sewer and Water

**Engineering: Michael Davis**

Comments: Must allow for interchange between hwy 40 and hwy 32 room for on/off ramp. I cannot open water will serve letters. I don't think this has been to the water board needs water board approval to proceed.

**Recorder: LIZ PALMIER**

Comments: This will not affect the Recorder's Office until a plat is ready to submit.

**Fire: Ernie Giles / Clint Neerings**

Comments: Fire District needs final agreement between UDOT, Developer and Fire District for secondary access/egress prior to final approval

**Water Resources: Steve Farrell**

Comments: Needs to go to county water board.

**Public Works: Kent J. Berg**

Comments: April 7, 2015

Wasatch County

Attn: Mike Davis

25 North Main

Heber, UT 84032

RE: North Village Resort

Mr. Davis,

Bruce Barret and Ivan Broman, representatives for Flagship Enterprises LC, are requesting Master Plan and Density determination approval for the development known as North Village Resort. The development is located near the south west corner of the SR32/SR40 intersection in Wasatch County. Below is a list of material that I based my review on:

? Plan sheets numbered 1 through 22 prepared by Broman Architects, dated January 27, 2015.

? Plan sheet labeled Drainage Analysis, sheet 24, prepared by Broman Architects dated February 5, 2015.

? Wetland delineation report prepared by Wise Earth Wetlands and Soil Services, dated August 2011.

? Geotechnical report prepared by Wasatch Environmental Inc, dated November 28, 2006.

? Traffic Study prepared by A-Trans Engineering, dated January 2015.

Following is my list of observations, conclusions, and recommendations:

1. The wetlands delineation report defines .11 acres as wetlands located adjacent to the south property line in the center of the project. The US Army Corps of Engineers provided a letter dated Nov 1, 2011 affirming the .11 acres of wetlands. There are no wetland issues.

2. In the geotechnical report prepared by Wasatch Environmental Inc, in section 4.1.5 Trench Backfill, they recommend trench backfill to be 90% compacted in areas covered with asphalt. Wasatch county requires trench backfill in all proposed right of ways to be a minus 6" material, compacted to 95%. The map showing the test pit location submitted is illegible. A better map needs to be submitted. There is no recommendation from the geotechnical engineer for a road section. Based on the potential traffic volumes a thicker road section should be looked at for the main entrances off of River Road.

3. The traffic study prepared by A-Trans Engineering suggest substantial work be required on River Road; potential round about, dual eastbound turn lanes. This has not been shown in the plan. Access #3 defined in the traffic study is the access onto SR 40. This access should not even be addressed because eventually it will conflict with UDOT's plan for expanding the SR32/SR40 intersection. Access from the property onto highway 40 could be looked at as a potential temporary access but cannot be used as a permanent access point. By eliminating access #3 additional traffic will have to be planned for onto River Road through access points #4 and

#5. The added volume needs to be addressed. The traffic report suggests that traffic would operate at a congested condition if a roundabout is not used. This scenario is not addressed. Conditions will be worse without access #3.

4. The drainage analysis defines the curve number for the natural soil conditions to be 74. In comparing to other projects in that area I would consider the natural ground in the Class B soil

group in fair to good condition. Based on the National Soil Conservation Service (NRCS) Technical Release 55 (TR-55), that would equate to a CN value of 61-69. The lower CN number will require slightly more detention volume. I would rather see a more conservative parameter for their design. They will also have to show how they are going to discharge the extra storm water and where it will go. Because they are concentrating the potential flows, they will only be able to release at a certain rate.

I don't see any reason not to approve the master plan approval as long as construction meets the code. The traffic analysis will have to be revised to show the added volume of traffic out the entrances onto River Road. Any improvements recommended to River Road and the intersection of SR32/SR40 will have to be designed for and included in the preliminary approval package. The drainage detention will have to meet the code. This may require slightly less density to accommodate larger detention basins.

If you have any questions or would like to discuss feel free to call me at 435 671-5034.

Sincerely,

Andy Dahmen, PE

Wasatch County, Consulting Engineer

Cc: Kent Berg

Doug Smith

File

**JSSD/Twin Creeks/North Village: Darrel Scow**

Comments: Developer have Water Reserved for the plan that they have shown the District. Pending Storage, Treatment, Delivery and Source issues. Can go to the Water Board. This is NOT a will serve letter.

**Building Department: Robert McDonald**

Comments: No comment

**GIS/Addressing: Ivan Spencer**

Comments: No addressing needed yet

**Sheriff: Todd L. Bonner**

Comments: None

**Planning/Trails: Doug Smith**

Comments: There will be a staff report provided for the planning commission.

**Housing Authority: Wasatch County Housing Authority**

Comments: Per County ordinance, a study is required relating to affordable housing on a development of this size. My approval would be subject to the findings of said study.

Jeffery M Bradshaw

Executive Director

**Manager: Michael Davis**

Comments: Feasibility. County needs copy of feasibility letter written to the land owner/ developer that outlines their water right and the feasibility of delivery, storage, source, and treatment.

Hwy 40 access. The proposed access onto hwy 40 interferes with the proposed overpass on ramp. The County will not allow. Also, the proposed access onto hwy 40 does not fit the current highway corridor management plan.

**Assessor:**

Comments: Current Parcel 20-0622 has Green Belt status and the parcel will need to be Rolled back & Rollback taxes will need to be paid before proceeding with Plat, and also including other parcels that may be included (at any part of this process) for the same reason. Current taxes also need to be paid. Will parcel 7-7557 be included in this proposal?

**Outside Emails were Sent"**

**RECOMMENDED CONDITIONS OF APPROVAL:**

1. Staff recommends that the master plan density designation acreages not be amended so drastically. Density should be lowered so it is more in compliance with the North Village master plan. This could lower the heights of the condo hotel buildings. Staff feels that enlarging density designations is a bad precedent to set for the rest of the North Village.
2. If approval is granted it should be with the condition that the traffic analysis be updated and reflect intersection LOS (levels of service) based on no access onto Highway 40.
3. If the second access through UDOT property is not allowed the item should be continued until resolved.
4. Detail of the 80% screening of the parking areas will need to be provided for preliminary.
5. If approved some type of agreement needs to be recorded with the master plan to (as much as possible) guarantee that the proposal will be built as shown with the amenities intended to ensure second home occupancy including a possible requirement for a branded hotel.
6. The soils report shows ground water in some places at 5' below surface. The parking structure and other structure will need to take that into account.



MOTION

Commissioner Probst made a motion to recommend for approval 370 ERU's with staff's conditions except #1, but include 2-6.

Commissioner Hayward seconded the motion.

VOTE ( 7 to 0 )

Robert Gappmayer	<u>AYE</u>	NAY	ABSTAIN
Paul Probst	<u>AYE</u>	NAY	ABSTAIN
Jon Jacobsmeyer	<u>AYE</u>	NAY	ABSTAIN
Gerald Hayward	<u>AYE</u>	NAY	ABSTAIN
Lew Giles	<u>AYE</u>	NAY	ABSTAIN
Jay Eckersley	<u>AYE</u>	NAY	ABSTAIN
Brad Lyle	<u>AYE</u>	NAY	ABSTAIN