

## **PUBLIC NOTICE**

**Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, September 19, 2018 at the hour of 5:00 p.m. The Meeting will be Held in the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.**

### **1. Open City Council Meeting**

### **2. Roll Call**

### **3. Discussion:**

- **Rocky Mountain Power Update**  
**Presented by Travis Tanner, RMP Regional Business Manager**
- **Local Districts**  
**Presented by Roger Baker**
- **Resolution 2018-55 A Resolution of the Tooele City Council Approving a Listing Agreement with Mike Quarnberg for the Sale of 1,784 Acres of Tooele City-Owned Property in Rush Valley**  
**Presented by Roger Baker**
- **Final Plat on Copper Canyon Phase 6**  
**Presented by Jim Bolser**
- **Text Amendment to Title 7 to Remove a Clause Requiring a Minimum of 5 Acres for a Multi-Family Land Use**  
**Presented by Jim Bolser**

### **4. Close Meeting**

- **Litigation & Property Acquisition**
- **Personnel**

### **5. Adjourn**

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**Michelle Y. Pitt**  
**Tooele City Recorder/RDA Secretary**

**Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.**

## EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE

THIS IS A LEGALLY BINDING AGREEMENT - READ CAREFULLY BEFORE SIGNING  
DESIGNATED AGENCY BROKERAGE

THIS EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE ("Listing Agreement") is entered into by and between New West Realty Group LLC (the "Company") and Tooele City Corp. (the "Seller").

- 1. TERM OF LISTING.** The Seller hereby grants to the Company, including Michael J Quarnberg (the "Seller's Agent") as the authorized agent for the Company starting on the Effective Date as defined in section 17 below, and ending at 5:00 P.M. (Mountain Time) on the 6 day of September, 2020, (the "Listing Period"), the exclusive right to sell, lease, or exchange real property owned by the Seller, described as: See Exhibit " A " attached (the "Property"), at the listing price and terms stated on the attached property data form (the "Data Form"), or at such other price and terms to which the Seller may agree in writing.
- 2. BROKERAGE FEE.** If, during the Listing Period, the Company, the Seller's Agent, the Seller, another real estate agent, or anyone else locates a party who is ready, willing and able to buy, lease or exchange (collectively "acquire") the Property, or any part thereof, at the listing price and terms stated on the Data Form, or any other price and terms to which the Seller may agree in writing, the Seller agrees to pay to the Company a brokerage fee in the amount of \$\*\*\*\*\* or 7% of such acquisition price (the "Brokerage Fee"). The Brokerage Fee, unless otherwise agreed in writing by the Seller and the Company, shall be due and payable from the Seller's proceeds on: (a) If a purchase, the date of recording of the Closing documents for the acquisition of the Property; (b) If a lease, the effective date of the lease; and (c) if an option, the date the option agreement is signed. If within the Listing Period, or any extension of the Listing Period, the Property is withdrawn from sale, transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller, without the written consent of the Company; or if the sale is prevented by default of the Seller, the Brokerage Fee shall be immediately due and payable to the Company. The Company is authorized to share the Brokerage Fee with another brokerage participating in any transaction arising out of this Listing Agreement.
- 3. PROTECTION PERIOD.** If within 24 months after the termination or expiration of this Listing Agreement, the Property is acquired by any party to whom the Property was offered or shown by the Company, the Seller's Agent, the Seller, or another real estate agent during the Listing Period, or any extension of the Listing Period, the Seller agrees to pay to the Company the Brokerage Fee stated in Section 2, unless the Seller is obligated to pay a Brokerage Fee on such acquisition to another brokerage based on another valid listing agreement entered into after the expiration or termination date of this Listing Agreement.
- 4. SELLER WARRANTIES/DISCLOSURES.** The Seller warrants to the Company that the individuals or entity listed above as the "Seller" represents all of the record owners of the Property. The Seller warrants that Seller has marketable title and an established right to sell, lease or exchange the Property. The Seller agrees to execute the necessary documents of conveyance. The Seller agrees to furnish buyer with good and marketable title, and to pay at Settlement, for a policy of title insurance in accordance with the terms of any real estate purchase contract entered into between buyer and Seller. The Seller agrees to fully inform the Seller's Agent regarding the Seller's knowledge of the condition of the Property. Upon signing of this Listing Agreement, the Seller agrees to personally complete and sign a Seller's Property Condition Disclosure form. The Seller agrees to indemnify and hold harmless the Seller's Agent and the Company against any claims that may arise from: (a) The Seller providing incorrect or inaccurate information regarding the Property; (b) The Seller failing to disclose material information regarding the Property, including, but not limited to, the condition of all appliances; the condition of heating, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; and the location of property lines; and (c) Any injuries resulting from any unsafe conditions within the Property.
- 5. AGENCY RELATIONSHIPS.**

**5.1 Duties of a Seller's Agent.** By signing this Listing Agreement, the Seller designates the Seller's Agent and the Principal/Branch Broker for the Company (the "Broker"), as agents for the Seller to locate a buyer for the Property. The Seller authorizes the Seller's Agent or the Broker to appoint another agent in the Company to also represent the Seller in the event the Seller's



Agent or the Broker will be unavailable to service the Property. As agents for the Seller, they have fiduciary duties to the Seller that include loyalty, obedience, full disclosure, confidentiality, reasonable care, and any other duties required by law.

**5.2 Duties of a Limited Agent.** The Seller understands that the Seller's Agent and the Broker may now, or in the future, be agents for a buyer who may wish to negotiate a purchase of the Property. Then the Seller's Agent and the Broker may be acting as Limited Agents - representing both the Seller and buyer at the same time. A Limited Agent has fiduciary duties to both the Seller and the buyer as required by law. However, some of those duties are "limited" because the agent cannot provide to both parties undivided loyalty, confidentiality and disclosure. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the buyer will offer, or the lowest price the Seller will accept. However, the Limited Agent will be required to disclose information given to the agent in confidence by the other party if failure to disclose such information would be a material misrepresentation regarding the Property or regarding the ability of the parties to fulfill their obligations. The Seller is advised that neither the Seller nor the buyer is required to accept a limited agency situation in the Company, and each party is entitled to be represented by its own agent. In the event a limited agency situation arises, the Seller's Agent and the Broker, as applicable, may only act as Limited Agents based upon a separate Limited Agency Consent Agreement signed by the Seller and buyer.

**6. PROFESSIONAL ADVICE.** The Company and the Seller's Agent are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide the Seller or any prospective buyer with legal or tax advice, or with technical advice regarding the physical condition of the Property. The Seller is advised not to rely on the Company, or any agents of the Company, for a determination regarding the physical or legal condition of the Property. If the Seller desires advice regarding: (a) Past or present compliance with zoning and building code requirements; (b) Legal or tax matters; (c) The physical condition of the Property; (d) This Listing Agreement; or (e) Any transaction for the acquisition of the Property, the Seller's Agent and the Company strongly recommend that the Seller obtain such independent advice. If the Seller fails to do so, the Seller is acting contrary to the advice of the Company. Any recommendations for third-party services made by the Company or the Seller's Agent do not guarantee the Seller's satisfaction in the use of those third-party services and should not be seen as a warranty of any kind as to the level of service that will be provided by the third parties. The Seller is advised that it is up to the Seller in the Seller's sole discretion to choose third-party services that meet the needs of the Seller and not to rely on any recommendations given by the Company or the Seller's Agent.

**7. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after a Closing, related to this Listing Agreement shall first be submitted to mediation through a mediation provider mutually agreed upon by the Seller and the Company. Each party agrees to bear its own costs of mediation. If mediation fails, any other remedies available at law shall apply.

**8. ATTORNEY FEES/GOVERNING LAW.** Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Listing Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Seller's employment of the Company under this Listing Agreement (whether before or after a Closing), the Seller agrees to indemnify the Company and the Seller's Agent from all costs and attorney fees incurred by the Company and/or the Seller's Agent in pursuing and/or defending such action. This Listing Agreement shall be governed and construed in accordance with the laws of the State of Utah.

**9. ADVERTISING/SELLER AUTHORIZATIONS.** The Seller authorizes the Company and the Seller's Agent to advertise the Property for sale through any printed and/or electronic media deemed necessary and appropriate by the Seller's Agent and the Company, including, but not limited to, each Multiple Listing Service (MLS) in which the Company participates. The Seller agrees that any advertising the Seller intends to conduct, including print and/or electronic media, shall first be approved in writing by the Seller's Agent. The Seller further agrees that the Seller's Agent and the Company are authorized to:

(a) Disclose to the MLS after Closing, the final terms and sales price for the Property consistent with the requirements of the MLS;

(b) Disclose to the MLS the square footage of the Property as obtained from (check applicable box):

County Records  Appraisal  Building Plans  Other (explain) All deemed necessary and prudent for the marketing and sale of the above property.

(c) Obtain financial information from any lender or other party holding a lien or interest on the Property;

(d) Have keys to the Property, if applicable;

(e) Have an MLS or local board of Realtors® approved/endorsed security key-box installed on the Property. If the Seller authorizes the Broker, or Seller's Agent, to install a non-MLS or local board of Realtors® approved/endorsed security key-box



on the Property, Seller acknowledges that it may not provide the same level of security as the MLS or local board of Realtors® approved/endorsed security key-box;

(f) Hold Open-Houses at the Property;

(g) Place for sale, sold, or other similar signs ("Signs") on the Property (i.e., the only Signs on the Property shall be that of the Company);

(h) Order a Preliminary Title Report on the Property;

(i) Order a Home Warranty Plan, if applicable;

(j) Communicate with the Seller for the purpose of soliciting real estate related goods and services during and after the term of this Listing Agreement; and

(k) Place the Earnest Money Deposit into an interest-bearing trust account with interest paid to the Utah Association of Realtors® Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

**10. PERSONAL PROPERTY.** The Seller acknowledges that the Company has discussed with Seller the safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Company is not an insurer against the loss of or damage to personal property. Seller agrees to hold the Company harmless from any loss or damage that might result from any authorizations given in Section 9.

**11. ATTACHMENT.** The Data Form is incorporated into this Listing Agreement by this reference. In addition to the Data Form, there  ARE  ARE NOT additional terms contained in an Addendum attached to this Listing Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Listing Agreement by this reference

**12. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA").** The sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under FIRPTA. A "foreign person" may include a non-resident alien individual, foreign corporation, foreign partnership, foreign trust and foreign estate. Seller warrants and represents to the Company and to the Seller's Agent, that Seller  IS  IS NOT a "foreign person" as defined in Section 1445 of the Internal Revenue Code and its associated regulations. If Seller is not a foreign person, Seller agrees, upon request, to deliver a certification to Buyer at closing, stating that Seller is not a foreign person. This certification shall be in the form then required by FIRPTA. If FIRPTA applies to you as Seller, you are advised that the Buyer or other qualified substitute may be legally required to withhold 10% of the total purchase price for the Property at closing and remit that amount to the IRS. If Seller is a foreign person as defined above, and Seller does not have a US Taxpayer Identification number, Seller agrees to prepare to apply for a US Taxpayer Identification number.

**13. EQUAL HOUSING OPPORTUNITY.** The Seller and the Company shall comply with Federal, State, and local fair housing laws.

**14. ELECTRONIC TRANSMISSION & COUNTERPARTS.** Electronic transmission (including email and fax) of a signed copy of this Listing Agreement and any addenda, and the retransmission of any signed electronic transmission, shall be the same as delivery of an original. This Listing Agreement and any addenda may be executed in counterparts.

**15. DUE-ON-SALE.** Certain types of transactions may trigger what is commonly referred to as a "due-on-sale" clause. A "due-on-sale" clause typically states that the Seller's lender or mortgagee may call the loan due and payable in full if the Seller participates in certain types of transactions. These types of transactions may include, but are not limited to, transactions where: (a) The sale of the property does not result in the underlying debt being paid in full; (b) The parties enter into a seller-financed transaction; (c) A lease option agreement is entered into; or (d) Any other unauthorized transfer of title to the Property has occurred without the lender's consent. The Seller understands that if any underlying encumbrances or mortgages on the Property contain a "due-on-sale clause," and the "due-on-sale" clause is triggered, the lender may call the entire unpaid balance of the loan immediately due.

**16. ENTIRE AGREEMENT.** This Listing Agreement, including the Seller's Property Condition Disclosure form and the Data Form, contain the entire agreement between the parties relating to the subject matter of this Listing Agreement. This Listing Agreement may not be modified or amended except in writing signed by the parties hereto.

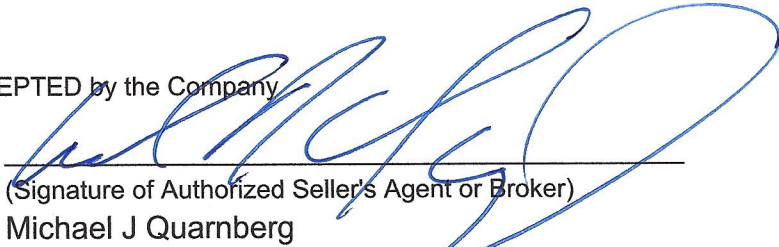
**17. EFFECTIVE DATE.** This Listing Agreement is entered into and is effective as of the date: (a) The Seller and the authorized Seller's Agent or Broker have signed this Listing Agreement; and (b) The authorized Seller's Agent or Broker has received a mutually signed copy of this Listing Agreement (the "Effective Date").

**THE UNDERSIGNED** hereby agree to the terms of this Listing Agreement.

\_\_\_\_\_  
(Seller's Signature)                      (Address/Phone)                      (Date)

\_\_\_\_\_  
(Seller's Signature)                      (Address/Phone)                      (Date)

ACCEPTED by the Company

by:   
\_\_\_\_\_  
(Signature of Authorized Seller's Agent or Broker)  
Michael J Quarnberg

9/6/18  
(Date)

This form is **COPYRIGHTED** by the **UTAH ASSOCIATION OF REALTORS®** for use solely by its members. Any unauthorized use, modification, copying or distribution without written consent is prohibited. **NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DESIRE SPECIFIC LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**Exhibit " A "**

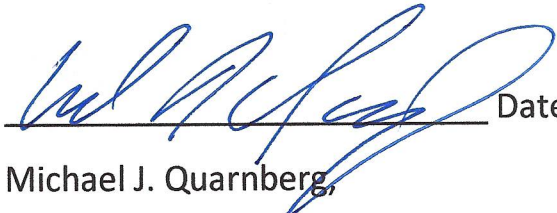
The following Tooele County Tax numbers are included in the EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT & AGENCY DISCLOSURE dated September 6, 2018.

The Listing agreement noted above shall also include any buildings, corrals, water distribution systems, and other structures currently affixed to the property, Situated in Vernon, Utah 84080, AKA " The Melba Ann Ranch "

07-017-0-0008	320 acres
07-017-0-0005	485.76 acres
07-017-0-0003	401.02 acres
07-017-0-0001	314.93 acres
06-127-0-0007	262 acres
Total:	1783.71 acres

The water rights which are currently affixed to the property may or may not be made a part of this listing agreement. This shall be determined at a later date

Acknowledgement of review for Exhibit " A "

 Date: September 6, 2018

Michael J. Quarnberg,

\_\_\_\_\_  
Date: \_\_\_\_\_

Tooele City Corporation

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-55**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A LISTING AGREEMENT WITH MIKE QUARNBERG FOR THE SALE OF 1,784 ACRES OF TOOELE CITY-OWNED PROPERTY IN RUSH VALLEY.**

WHEREAS, Tooele City owns a 1,784-acre agricultural property in Rush Valley, for the primary purpose of preserving 4,400 acre-feet of water rights for the future use of Tooele City residents and businesses; and,

WHEREAS, the City Council has determined that owning the property serves no important public purpose beyond preserving the water rights, and wishes to dispose of the property while preserving the water rights and associates wells and pumps, as well as an adequate groundwater protection zone; and,

WHEREAS, the City Administration has commissioned an appraisal of the property through experienced agricultural property appraisers, which appraisal will be a private and protected record under the Utah Government Records Access and Management Act (GRAMA) until such time as it becomes public by operation of law; and,

WHEREAS, the City Administration proposes to retain the services of Mike Quarnberg, a realtor with New West Realty Group LLC, who has extensive personal and professional knowledge and realty experience of Rush Valley, of the property, and of ranch and farm properties in Tooele County, to list the property for sale, lease, or lease-purchase, as the City Council determines; and,

WHEREAS, given local, regional, and national economic history and trends, and their effect upon Tooele City budgets and operations, the City Administration recommends the advantageous sale of the property in order to bolster Tooele City finances and to minimize, to the extent possible, the tax burden upon Tooele City residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the listing agreement, attached as Exhibit A, with Mike Quarnberg of New West Realty Group LLC, is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall become effective immediately upon passage by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



# Exhibit A

## Listing Agreement

**STAFF REPORT**

September 5, 2018

**To:** Tooele City Planning Commission  
Business Date: September 12, 2018

**From:** Planning Division  
Community Development Department

**Prepared By:** Jim Bolser, Director

**Re:** **Copper Canyon Subdivision, Phase 6 – Final Plat Request**

Application No.: P18-257  
Applicant: Bach Homes  
Project Location: Approximately 500 West Tooele Boulevard  
Zoning: R1-7 PUD Residential Zone  
Acreage: Approximately 8.78 Acres (Approximately 382,450 ft<sup>2</sup>)  
Request: Request for approval of a Final Plat in the R1-7 PUD Residential zone for a 33-lot single family dwelling subdivision phase.

**BACKGROUND**

This application is a request for approval of a Preliminary Plan for approximately 8.78 acres located on the south side of Tooele Boulevard, at approximately 500 West. The property is currently zoned R1-7 PUD Residential. The applicant is requesting that a Preliminary Plan be approved to allow for the development of the currently vacant site as a 33-lot phase of the Copper Canyon Subdivision.

**ANALYSIS**

*General Plan and Zoning.* The property has been assigned the R1-7 PUD Residential zoning classification, supporting approximately five dwelling units per acre. The purpose of the R1-7 zone is to “provide a range of housing choices to meet the needs of Tooele City residents, to offer a balance of housing types and densities, and to preserve and maintain the City’s residential areas as safe and convenient places to live. These districts are intended for well-designed residential areas free from any activity that may weaken the residential strength and integrity of these areas. Typical uses include single family dwellings, two-family dwellings and multi-family dwellings in appropriate locations within the City. Also allowed are parks, open space areas, pedestrian pathways, trails and walkways, utility facilities and public service uses required to meet the needs of the citizens of the City.” The additional PUD designation to this zoning classification does not affect the net density of the project as a whole but adds special regulations specific to this project, in this case, specifically outlined in the development agreement for the overall Copper Canyon Subdivision project. The subject property is bordered on the northwest by properties assigned to the HDR High Density Residential zoning district, separated by the Union Pacific railroad line. Properties assigned the same R1-7 PUD zoning district abut the subject property on all other sides. Mapping pertinent to the subject request can be found in Exhibit “A” to this report.

*Subdivision Layout.* The proposed subdivision contains 33 lots, none of which have direct frontage onto the extension of Tooele Boulevard that will be constructed with this proposal. That extension of Tooele Boulevard makes up an additional 620 feet of right-of-way from its current western terminus. The proposed subdivision contains lots ranging from 6,000 ft<sup>2</sup>, which is the minimum lot area allowable within the approved PUD designation for the overall Copper Canyon development according to the

development agreement for the project, to the largest lot in the phase of 10,308 ft<sup>2</sup>. This phase of the overall development lays out in two linear strips. The first strip runs generally north and south along the west boundary of the existing Phase 3 with a row of lots on either side of the proposed Galena Drive right-of-way. At the south end of the proposed Galena Drive is a stub of Dolomite Road which will be extended to tie into a future phase of the development. At the north end of the proposed Galena Drive is an extension of Diamante Lane running generally northeast to southwest with a row of lots on either side. The northern boundary of this proposed phase is the extension of Tooele Boulevard. At the southern end of the proposed Galena Drive is a 20-foot wide utility easement and open space access (identified as Parcel A) to the open space corridor that runs along the south side of Phase 3, this proposed phase (identified as Parcel B), and generally down the middle of the overall development.

Fencing. The northernmost lots of this proposed phase will have double frontage lot treatments for fencing along their property boundary with Tooele Boulevard that is consistent with what has been installed for prior phases bordering Tooele Boulevard.

Previous Conditions of Approval. During the Preliminary Plan review stage for this request, the City Council placed conditions on that approval of the request. Those conditions were as follows:

1. That the landscaping to be installed on Parcels “A” and “B” be consistent with the terms of the development agreement and be approved by the Tooele City Parks and Recreation Director prior to or as a part of the acceptance of public improvements by the City Council.
2. That all construction of public improvements within the phase be done in conformance to all regulations and requirements of the Tooele City Public Works Department.
3. That all construction of public improvements within the phase be done in conformance to all permitting and requirements of the Tooele City Community Development Department.

Criteria For Approval. The procedure for approval or denial of a Subdivision Final Plat request, as well as the information required to be submitted for review as a complete application is found in Sections 7-19-10 and 11 of the Tooele City Code.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the Final Plat submission and has issued a recommendation for approval for the request with the following proposed conditions:

1. That all requirements of the Tooele City Engineering Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Public Works Development shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
4. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. That the landscaping to be installed on Parcels “A” and “B” be consistent with the terms of the development agreement and be approved by the Tooele City Parks and Recreation



- Director prior to or as a part of the acceptance of public improvements by the City Council.
6. That all construction of public improvements within the phase be done in conformance to all regulations and requirements of the Tooele City Public Works Department.
  7. That all construction of public improvements within the phase be done in conformance to all permitting and requirements of the Tooele City Community Development Department.

Engineering Review. The Tooele City Engineering Division has completed their review of the Final Plat submission and have issued a recommendation for approval for the request.

### **STAFF RECOMMENDATION**

Staff recommends approval of the request for a Final Plat by Bach Homes, application number P18-257, subject to the following conditions:

1. That all requirements of the Tooele City Engineering Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
2. That all requirements of the Tooele City Public Works Development shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
3. That all requirements of the Tooele City Building Division shall be satisfied throughout the development of the site and the construction of all buildings on the site, including permitting.
4. That all requirements of the Tooele City Fire Department shall be satisfied throughout the development of the site and the construction of all buildings on the site.
5. That the landscaping to be installed on Parcels “A” and “B” be consistent with the terms of the development agreement and be approved by the Tooele City Parks and Recreation Director prior to or as a part of the acceptance of public improvements by the City Council.
6. That all construction of public improvements within the phase be done in conformance to all regulations and requirements of the Tooele City Public Works Department.
7. That all construction of public improvements within the phase be done in conformance to all permitting and requirements of the Tooele City Community Development Department.

This recommendation is based on the following findings:

1. The proposed development plans meet the intent, goals, and objectives of the development agreement for the Copper Canyon PUD development.
2. The proposed development plans meet the requirements and provisions of the Tooele City Code.
3. The proposed development plans will not be deleterious to the health, safety, and general welfare of the general public nor the residents of adjacent properties.
4. The proposed development conforms to the general aesthetic and physical development of the area.
5. The public services in the area are adequate to support the subject development.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Copper Canyon Subdivision, Phase 6 Final Plat Request by Bach Homes for a 33-lot subdivision phase, application number P18-257, based on the findings and subject to the conditions listed in the Staff Report dated September 5, 2018:”

1. List any additional findings and conditions...

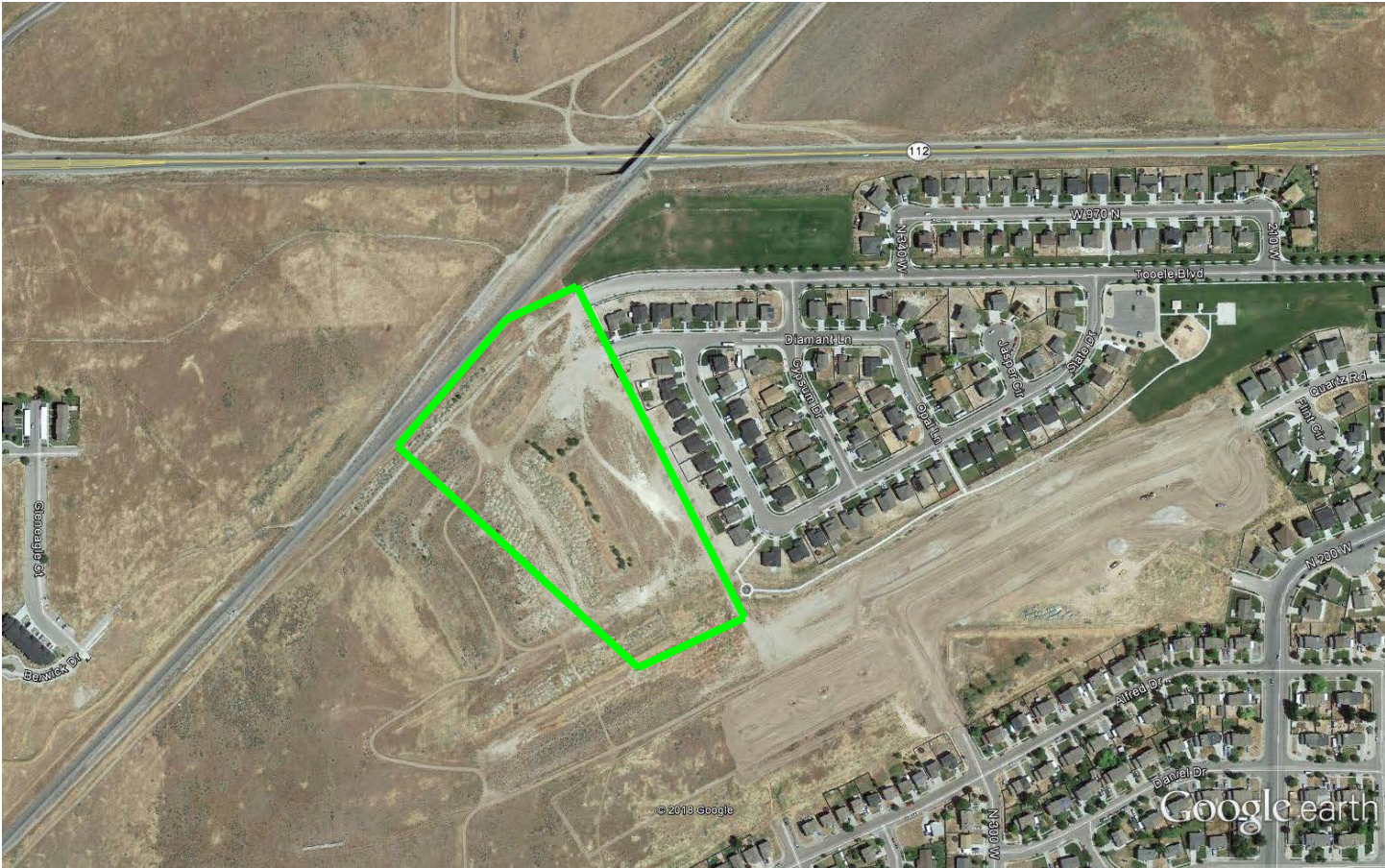
Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Copper Canyon Subdivision, Phase 6 Final Plat Request by Bach Homes for a 33-lot subdivision phase, application number P18-257, based on the following findings:”

1. List findings...

**EXHIBIT A**

**MAPPING PERTINENT TO THE  
COPPER CANYON SUBDIVISION, PHASE 6 FINAL PLAT**





**EXHIBIT B**

**PROPOSED DEVELOPMENT PLANS**

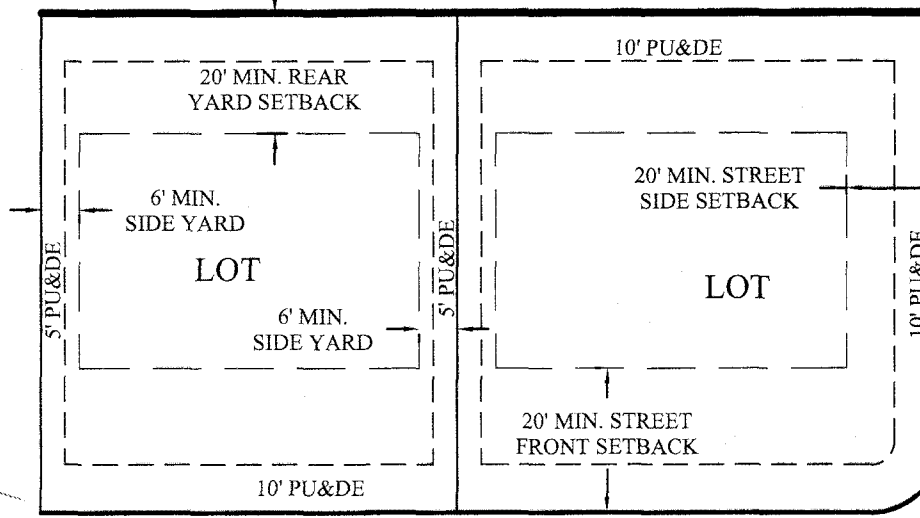
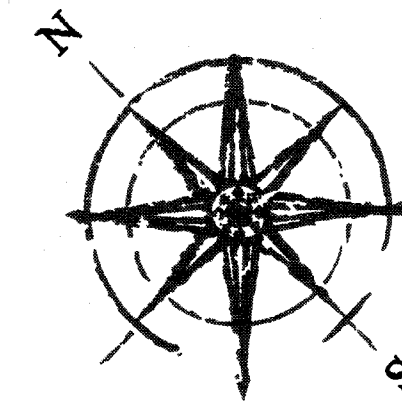
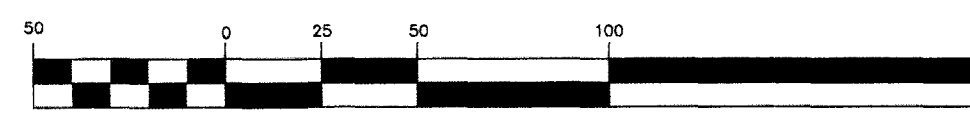


COPPER CANYON P.U.D.

PHASE 6  
FINAL PLAT  
TOOELE CITY

LOCATED IN THE NW 1/4 OF SECTION 21,  
T3S, R4W, S.L.B.&M.

GRAPHIC SCALE

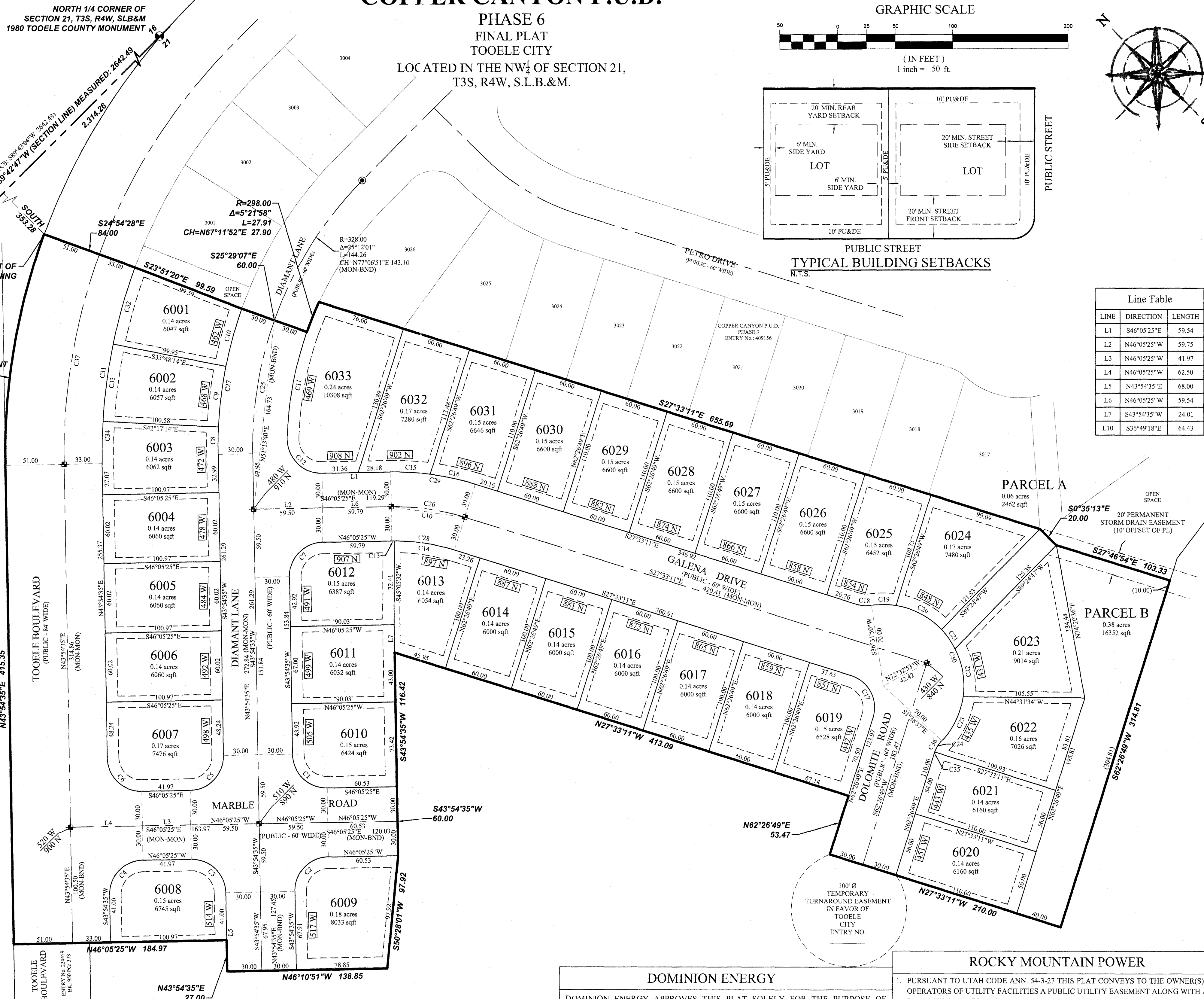


TYPICAL BUILDING SETBACKS  
N.T.S.

Line Table with columns for Line, Direction, and Length. Lists lines L1 through L10 with their respective bearings and distances.

VICINITY MAP showing the project location relative to surrounding streets like SR 112, 600 N, 400 N, and MAIN ST.

Curve Table with columns for Curve, Radius, Delta, Length, Chord Direction, and Chord Length. Lists curves C1 through C37 with their specific geometric data.



PREPARED BY FOCUS ENGINEERING AND SURVEYING, LLC. PREPARED FOR BACH HOMES. 11650 SOUTH STATE STREET SUITE 300, DRAPER, UTAH 84020.

NOTES: 1. 75 X 24" REBAR & CAP (FOCUS ENG) TO BE SET AT ALL LOT CORNERS... 2. P.U. & D.E. - PUBLIC UTILITY AND DRAINAGE EASEMENT... 3. PARCEL 'A' IS HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE... 4. PARCEL 'A' IS IN ITS ENTIRETY A PUBLIC UTILITY AND DRAINAGE EASEMENT... 5. PARCEL 'B' IS HEREBY DEDICATED TO TOOELE CITY AS OPEN SPACE... 6. PARCEL 'B' IS IN ITS ENTIRETY A PUBLIC UTILITY AND DRAINAGE EASEMENT.

DOMINION ENERGY APPROVES THIS PLAT SOLELY FOR THE PURPOSE OF CONFIRMING THAT THE PLAT CONTAINS PUBLIC UTILITY EASEMENTS. DOMINION ENERGY MAY REQUIRE OTHER EASEMENTS IN ORDER TO SERVE THIS DEVELOPMENT.

ROCKY MOUNTAIN POWER 1. PURSUANT TO UTAH CODE ANN. 54-3-27 THIS PLAT CONVEYS TO THE OWNER(S) OR OPERATORS OF UTILITY FACILITIES A PUBLIC UTILITY EASEMENT ALONG WITH ALL THE RIGHTS AND DUTIES DESCRIBED THEREIN.

PLANNING COMMISSION APPROVED THIS DAY OF A.D. 20 BY THE TOOELE CITY PLANNING COMMISSION.

COUNTY HEALTH DEPARTMENT APPROVED THIS DAY OF A.D. 20 BY THE TOOELE COUNTY HEALTH DEPARTMENT.

CITY ENGINEER APPROVED AS TO FORM THIS DAY OF A.D. 20

COMMUNITY DEVELOPMENT APPROVED AS TO FORM ON THIS DAY OF A.D. 20

COUNTY SURVEY DEPARTMENT RECORD OF SURVEY #: TBD APPROVED THIS DAY OF A.D. 20 BY THE TOOELE COUNTY SURVEY DEPARTMENT.

CITY ATTORNEY APPROVED AS TO FORM THIS DAY OF A.D. 20

CITY COUNCIL APPROVED THIS DAY OF A.D. 20 BY THE TOOELE CITY COUNCIL.

TOOELE COUNTY RECORDER RECORDED NO. STATE OF UTAH, COUNTY OF TOOELE, RECORDED & FILED AT THE REQUEST OF DATE TIME BOOK PAGE

SURVEYOR'S CERTIFICATE: I, Spencer W. Llewellyn, do hereby certify that I am a Professional Land Surveyor... BOUNDARY DESCRIPTION: A portion of the NW 1/4 of Section 21 and the NE 1/4 of Section 20... OWNER'S DEDICATION: DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL STREETS AND OTHER PARCELS OF LAND SHOWN ON THIS PLAT...

MUNICIPAL CORPORATE ACKNOWLEDGMENT: STATE OF UTAH COUNTY OF :SS ON THIS DAY OF A.D. 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF STATE OF UTAH, WHO, BEING BY ME DULY SWORN OR AFFIRMED, DID SAY THAT HE/SHE IS THE OF CITY CORPORATION, A MUNICIPAL CORPORATION OF THE STATE OF UTAH, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID MUNICIPAL CORPORATION...

LIMITED LIABILITY ACKNOWLEDGMENT: ON THIS DAY OF A.D. 20 PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AN FOR THE COUNTY OF IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE IS THE OF L.L.C., A UTAH L.L.C. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

COPPER CANYON P.U.D. PHASE 6 LOCATED IN THE NW 1/4 OF SECTION 21, T3S, R4W, S.L.B.&M. TOOELE CITY, TOOELE COUNTY, UTAH