

ALPINE CITY PLANNING COMMISSION MEETING

NOTICE is hereby given that the PLANNING COMMISSION of Alpine City, Utah will hold a Public Meeting on Tuesday, November 16, 2021 at 7:00 pm at City Hall, 20 North Main Street, Alpine, Utah.

The public may attend the meeting in person or view the meeting via the **Alpine City YouTube Channel**. A direct link to the channel can be found on the home page of the Alpine City website: **alpinecity.org**

I. GENERAL BUSINESS

A. Welcome and Roll Call:

B. Prayer/Opening Comments:

C. Pledge of Allegiance:

Jane Griener

Jeff Davis

Ethan Allen

II. PUBLIC COMMENT

Any person wishing to comment on any item not on the agenda may address the Planning Commission. Comments may be given in person at the meeting.

III. ACTION ITEMS

- A. Public Hearing Lambert Park Conservation Easement
- B. Public Hearing Plat Amendment Three Falls Subdivision Plat I Weston Lunsford
- C. Public Hearing Plat Amendment Three Falls Subdivision Plat J Rob Bay
- D. Public Hearing Plat Amendment Three Falls Subdivision Plat H Scott Johnson
- E. Public Hearing Ordinance 2021-20 Guest Houses
- F. Public Hearing Ordinance 2021-19 Electronic Signs
- G. Public Hearing Ordinance 2021-21 Fences on Private Property
- IV. COMMUNICATIONS
- V. APPROVAL OF PLANNING COMMISSION MINUTES: September 21, 2021
 October 5, 2021

ADJOURN

Chair Jane Griener November 12, 2021

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

CERTIFICATION OF POSTING. The undersigned duly appointed recorder does hereby certify that the above agenda notice was posted at Alpine City Hall, 20 North Main, Alpine, UT. It was also sent by e-mail to The Daily Herald located in Provo, UT a local newspaper circulated in Alpine, UT. This agenda is also available on the City's web site at www.alpinecity.org and on the Utah Public Meeting Notices website at www.utah.gov/pmn/index.html.

PUBLIC MEETING AND PUBLIC HEARING ETIQUETTE

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

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

Public Hearing vs. Public Meeting

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

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

ALPINE CITY COUNCIL AGENDA

SUBJECT: Public Hearing –Lambert Park Conservation Easement

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Mayor Stout

ACTION REQUESTED BY PETITIONER: Hold a public hearing, review the draft

Lambert Park Conservation Easement, and make a recommendation to the

City Council.

BACKGROUND INFORMATION:

Wendy Fisher from Utah Open Lands and City Attorney Steve Doxey have prepared a draft of the proposed conservation easement for Lambert Park based on feedback and discussions from the Mayor and City Council. The Mayor and City Council have requested that a public hearing be held at Planning Commission and that the Planning Commission review the proposed document and make recommendations to refine the document.

STAFF RECOMMENDATION:

Review the proposed Lambert Park Conservation Easement and recommend any changes.

SAMPLE MOTION TO APPROVE:

I move to recommend that the Lambert Park Conservation Easement be adopted as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to recommend that the Lambert Park Conservation Easement be adopted with the following changes:

• ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to recommend that the Lambert Park Conservation Easement be tabled (or denied) based on the following:

• ***Insert Finding***

When Recorded Return to: Utah Open Lands 1488 South Main Street Salt Lake City, UT 84115

<u>Lambert Park</u> Deed of Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), is made and given, as of this _____ day of _____, 2021, by ALPINE CITY ("Grantor"), having an address of 20 North Main Street, Alpine, Utah 84004, to UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

EXHIBITS AS FOLLOWS:

Exhibit A: Property Description

Exhibit B: Property Map

Exhibit C: Baseline Documentation

Exhibit D: Masterplan Trails and Improvements Map

RECITALS:

WHEREAS, Grantor is the owner of five parcels of real property, located in Alpine City, State of Utah, commonly known as the Lambert Park property and described in Exhibit A, Property Description, and located on the Property Map attached hereto as Exhibit B (the "Property");

WHEREAS, it is the purpose of this Easement and the intention of both Grantor and Grantee to forever protect and preserve the scenic, natural, open space, wildlife habitat, community heritage, recreational, and educational values of the Property;

WHEREAS, perpetual protection and preservation of the aforementioned values of the Property with this Easement will provide significant benefits to the public as recognized in the Utah Land Conservation Easement Act, *Utah Code Ann.* § 57-18-1 *et seq.* (the "Conservation Easement Act"),

and Grantor intends to convey this Easement under the statutory provisions of the Conservation Easement Act and other applicable provisions of Utah statutory and common law;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the public, including the residents of Alpine City;

WHEREAS, the Property possesses a significant public benefit and the purpose of this Easement is to protect in perpetuity the scenic, natural, open space, wildlife habitat, community heritage, recreational, and educational values of the Property described in more detail in paragraphs A through E immediately below (collectively, the "Conservation Values"). These Conservation Values are of great importance to Grantor and Grantee, provide incalculable benefits to the public, including the residents of Alpine City, and the granting of this Easement will result in the following:

- A. Protection and preservation of relatively natural habitat in substantially the manner in which it has been preserved historically;
- B. Protection of scenic, aesthetic, and open space values in the manner in which they have been preserved historically through the protection of views of the Property;
- C. Preservation of open space in the manner in which it has been preserved historically to further its protection and development as a natural park area;
- D. Protection of public recreational and educational values in the manner in which they have been preserved historically, including trailhead facilities and trails that will remain accessible to the general public to enable the public to experience and view the Property and enjoy outdoor recreational and educational opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, open space, wildlife habitat, community heritage, recreational, and educational values; and
- E. Protection of areas that act as buffers to existing areas of protected open space, as the Property is adjacent to the Wasatch-Cache National Forest;

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation, which is attached hereto as Exhibit C;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by prohibiting, as provided herein, the continuation, initiation, or introduction of uses of or activities on the Property that would have a material adverse impact on the Conservation Values;

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor greatly values the undeveloped nature of the Property and its Conservation Values;

WHEREAS, the Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect land in perpetuity with a conservation easement by the enactment of the Conservation Easement Act;

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under *Utah Code Ann.* § 57-18-3, and a qualified organization as defined in Internal Revenue Code § 170(h)(3);

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever honored and defended;

WHEREAS, Grantee is providing consideration for this Easement now and in perpetuity by funding a conservation easement stewardship fund to help fund and protect the Easement in perpetuity;

WHEREAS, Grantor finds that the consideration provided to the residents of Alpine City by Grantee in protecting and preserving the Property's Conservation Values and by incurring the obligations of Grantee, as expressed in this Easement, constitutes full and adequate consideration to Grantor for the granting of this Easement; and

WHEREAS, the Parties desire and agree that each provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions, and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular the Conservation Easement Act, Grantor hereby voluntarily and irrevocably gifts, grants, and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the public, including the residents of Alpine City. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrance, other than an encumbrance of record existing on the effective date of this Easement or an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to all rights, terms, conditions, and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued or future use of the Property as authorized in Section III of this Easement. Grantor and Grantee intend that this Easement will

confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

SECTION II - RIGHTS OF GRANTEE

While retaining the same, and to accomplish the Conservation Purpose, Grantor hereby grants the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

- A. to identify, preserve, and protect in perpetuity the Conservation Values consistent with the terms of this Easement and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of this Easement;
- B. to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement, and to require Grantor or third persons to restore any areas or features of the Property that may be damaged by an inconsistent activity or use;
- C. to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
- D. to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- E. to obtain any remedy at law, injunctive and other equitable relief, or other available remedy or relief against any violations, including restoration of the Property to the condition that existed prior to any such violation;
- F. to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section VII;

- G. to erect signage at such locations on the Property, as determined mutually between Grantor and Grantee, identifying Grantee as the holder of this Easement, terms of this Easement, or the Property's protected status; and
- H. to burden title to the Property in perpetuity and bind Grantor and all future owners and tenants of the Property.

SECTION III - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement. While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses and practices are consistent with this Easement, are not prohibited, and do not require prior approval from Grantee under Section V of this Easement.

- A. <u>Maintenance and Restoration of the Native Ecosystem</u>. Grantor may use techniques and methods recognized as effective in restoring and maintaining the native biological diversity of the Property including but not limited to invasive weed suppression, successional forest restoration and passive restoration.
- B. Water Resources. The Parties acknowledge that Grantor owns or is authorized to use and maintain water resources and water-related infrastructure located on the Property, including springs, water tanks, water storage ponds, ditches, and pipelines, which are critical to Grantor's public responsibility and function as a municipality. The development, operation, and maintenance of such resources and infrastructure are paramount to, but also consistent with, the Conservation Values. Accordingly, Grantor may develop, enhance, and relocate water resources and infrastructure on the Property. This includes the development, installation, relocation, maintenance, repair, improvement, and replacement of existing and future critical water-related infrastructure. In the event Grantor elects to improve water storage areas, Grantor may allow non-motorized recreational use of such areas as a use permitted under this Easement. The parties acknowledge that this Easement does not impair any existing rights of Alpine Irrigation Company or its successors or assigns to use and maintain its existing water infrastructure

- on the Property, or any rights or obligations of Grantor with respect to such infrastructure.
- C. <u>Public Recreation and Educational Use</u>. Grantor specifically retains the right for continued use of and access to the Property by the public for the purpose of public recreation, viewing, community heritage, and education uses. In furtherance of that right, Grantor may construct boardwalks or trails to allow access to portions of the Property for persons with disabilities. Grantor may also issue permits for motorized vehicle use of existing roads on the Property to provide such access to persons with disabilities.
- D. <u>Streams and Ditches</u>. Grantor retains the right to remove brush and vegetation from any stream or ditch or along the banks of any stream or ditch, as necessary to minimize the risk of accident, danger, injury, or drowning by the public, and to allow public access and to maintain or enhance trails. Removal methods shall limit, as reasonably practicable, the effect on the native biological diversity and may include, but would not be limited to: hand removal, mechanized methods, and biological methods such as short-duration grazing.
- E. <u>Public Access, Trails, and Trailheads.</u> Grantor retains the right to identify, maintain, reroute, relocate, improve, and construct recreational and educational trails and trailhead parking areas on the Property for the benefit of the public. Trail use, maintenance and development shall allow for recreational engagement consistent with the preservation of the Conservation Values. Permitted recreational uses include single-track trails for equestrian use, hiking, dog walking, non-motorized biking, and electric assist bicycle use in accordance with policies and ordinances adopted by Grantor; interpretive trails; and human-powered winter activities, including snow shoeing. Grantor may identify, maintain, reroute, relocate, improve, and construct trails, provided that:
 - 1. All trails are identified, maintained, rerouted, relocated, improved, and constructed, in accordance with the Management Plan (as defined below);
 - 2. All trails remain pervious to the soil, using natural materials or gravel road base for interpretive and ADA accessible trails;
 - 3. All trails, other than interpretive trails, are single-track in nature with a constructed

width no larger than four feet;

- 4. Interpretive trails may be large enough to accommodate a diversity of abilities as may be defined by national ADA standards; and
- 5. Any trail development shall ensure sensitivity to the Conservation Values and avoid sensitive water resources.

Grantor retains the right to temporarily or permanently close trails as may be necessary for public safety, maintenance, trail restoration, or the protection of Conservation Values.

- F. Park Facilities, Trail-Related Structures, Pavilions, Picnic Tables and Public Gathering Areas.

 Grantor retains the right to construct bridges, boardwalks, culverts, separated street crossings, gates, or other trail-related improvements on trails and at trailheads as well as park facilities, bathroom facilities, emergency aid facilities, landscaping, picnic areas, pavilions and gathering areas on the Property. Exhibit D attached hereto is illustrative of Grantor's current site plan for the Property and all improvements depicted on Exhibit D are allowed without approval of Grantee. Additional park type improvements such as bridges, boardwalks, culverts, separated street crossings, gates, or other trail-related improvements on trails and at trailheads as well as park facilities, bathroom facilities, emergency aid facilities, landscaping, picnic areas, pavilions and gathering areas not currently depicted on Exhibit D also may be installed on the Property so long as these additional improvements are exclusively for public use and enjoyment.
- G. <u>Fencing</u>. Grantor retains the right to construct new fencing, replace existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Property.
- H. <u>Documentation of Conveyance</u>. Grantor shall furnish Grantee with a copy of any document or conveyance utilized to effect the transfer of the Property within thirty (30) days after the execution of said document or conveyance. Grantor expressly conveys to Grantee the right to enforce this Easement against, and to seek and recover all remedies for violation of the terms of this Easement from all tenants or other occupants residing on or using the

Property with Grantor's knowledge or consent.

- I. <u>Boundary Adjustment</u>. Subject to the prior written approval of Grantee, Grantor may adjust the boundaries of the Property and absorb adjoining parcels as a result of such adjustment, provided that: (i) all land subject to this Easement prior to such adjustment remains subject to this Easement after the adjustment; and (ii) the boundary adjustment does not result in any development on the Property that could not occur but for such adjustment. Grantor shall notify Grantee in writing prior to undertaking any such boundary adjustment, and shall include with the notice a map showing the existing and proposed new boundary resulting from the adjustment. The adjusted land shall be considered part of the Property and shall be covered by all of the terms and conditions of this Easement, whether or not it is described in Exhibit A hereto.
 - J. <u>Leases</u>. Grantor reserves the right to enter into management leases on the Property or portions thereof, subject to the terms and conditions of this Easement, as long as all such lessees operate exclusively for public use and enjoyment of the Property.
 - K. <u>Signs</u>. Grantor retains the right to place signs on the Property for any purpose so long as the signs do not materially impair or interfere with the Conservation Purpose. Grantor may allow temporary advertising signs subject to a permit issued by Grantor.
 - L. <u>Noxious Weed Control</u>. Chemicals considered necessary to control noxious weeds shall be used in a de minimis way, except as may be necessary for the express purpose of controlling phragmites (*Phragmites australis*). Chemical controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid, to the extent reasonably practicable, any impairment of the natural ecosystems and their processes.
 - M. <u>Problem or Diseased Animals</u>. Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.

- N. <u>Fire Suppression</u>. Grantor retains the right to remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Removal methods shall limit, to the extent reasonably practicable, the effect on the native biological diversity and may include, but would not be limited to: hand removal, mechanized methods, and biological methods such as short-duration grazing.
- O. <u>Utilities</u>. Existing utilities may be maintained, improved, repaired, replaced, or relocated, provided any disturbance to the Property from any such action is restored, as much as reasonably practicable, to the original undisturbed nature of the Property. Grantor reserves the right to install, construct, maintain, repair, and replace new underground utilities, such as sewer, storm drain, and fiber optic cable, as long as the Property is restored, as much as reasonably practicable, to its original undisturbed nature. Notwithstanding the foregoing, any new utilities (whether located underground or not) must be reasonably necessary to promote the public health, safety, or welfare, or otherwise be specific to a use permitted in this Easement.
- P. <u>Water Rights</u>. The water rights associated with or appurtenant to the Property may continue to be used for agriculture, stock watering, pond and water tank storage, park facilities, bathroom facilities, emergency aid facilities, picnic areas, pavilions and gathering areas, each of which enhances the Conservation Values. The place of use of any existing water rights may not be removed from the Property by Grantor without prior written consent of the Grantee.
- Q. Events, Special Uses, and Related Temporary Structures. Grantor retains the right to authorize events or special uses, and one or more temporary structures associated with an event or a special use, provided that: (i) the event or special use is receives a permit from Grantor and complies with Grantor's mass gathering requirements; (ii) any temporary structure is located to minimize impacts on the natural environment; (iii) requests in conjunction with filming include an analysis of potential impacts on Conservation Values; and (iv) the staging, event or special use, and any temporary structures are located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads

- and parking lots. Events, special uses, and one or more temporary structures associated with an event or a special use are permitted at the discretion of Grantor.
- R. Roads. Grantor may maintain and allow the use of existing emergency access roads, the rodeo grounds road, and other roads on the Property (paved or unpaved) consistent with their historic maintenance and use. Grantor may construct new roads only as necessary to provide access to trailhead parking areas. Grantor may reroute or improve the portion of Box Elder Drive that crosses the Property, and may improve the portion of Grove Drive that crosses the Property, as reasonably necessary to maintain or enhance public safety.
- S. <u>Motorized Vehicles</u>. Grantor may allow only the following motorized vehicles on the Property:
 - 1. emergency vehicles, including emergency aircraft;
 - 2. vehicles using existing roads or existing or enhanced parking areas;
 - 3. vehicles used in routine maintenance of the Property, provided the vehicles are in good working order and under the direct control of Grantor or Grantee or their agents; and
 - 4. vehicles used in conjunction with a use permitted under this Section III.

Grantor retains the right to adopt and enforce policies prohibiting or restricting motorized vehicles in designated areas of the Property.

- T. <u>Cell Tower</u>. The parties acknowledge that Grantor leases a certain portion of the Property for purposes of maintaining a cell tower and related facilities. Grantor may continue to lease that portion of the Property, and the lessees and their successors and assigns may access the Property for the purpose of maintaining, repairing, or replacing such facilities.
- U. <u>Public Safety</u>. Grantor retains the right to use and to conduct and restrict activities on the Property as reasonably necessary to preserve the public health, safety, and welfare, including for purposes of fire suppression and prevention, flood control and prevention, and preventing other similar threats to life or property, whether emergent or not. Grantor

- may adopt rules limiting hours of use or activities on the Property in order to promote public safety, consistent with the Conservation Purpose. Grantor retains the right to enforce any such rules as well as the provisions of this Easement.
- V. <u>Rodeo Grounds</u>. The Parties acknowledge that a portion of the Property is designated on the Masterplan Trails and Improvements Map (Exhibit D) as "rodeo grounds." Grantor reserves the right to use and maintain the rodeo grounds and associated roads and parking areas for public events, subject to a permit issued by Grantor. Such events may include, but are not limited to, rodeos, demolition derbies, dog agility competitions and training, and concerts.
- W. <u>Future Anticipated Municipal Uses</u>. Grantor anticipates that certain areas on the Property may be designated for future public uses, including a cemetery, pickleball courts, or other public uses, as provided in the Management Plan (as defined below). The Management Plan shall give consideration for appropriate areas sufficient to provide for such uses, provided that:
 - The cemetery may be no larger than 10 acres in size, must be located adjacent to or within close proximity of a public road that provides appropriate access, and must be low impact in design and siting so as not to impair the Conservation Values; and
 - 2. No more than one-quarter (¼) acre of land may be used for pickleball courts, and the courts are located in an area that is already disturbed and sufficiently flat to reduce grading requirements and provide appropriate access and parking.
- X. Management Plan. Grantor retains the right, through its city council, to adopt, implement, amend, and enforce a plan for managing the Property (the "Management Plan"), including any rules and regulations, as long as the Management Plan, rules and regulations are consistent with the Conservation Values and the Conservation Purpose. The Parties acknowledge that the Management Plan may include the Rodeo Grounds Master Plan dated August 14, 2007, and the Lambert Park Landscape Concept plan for the Bowery dated July 17, 2018, both of which are consistent with the Conservation Values and Conservation

Purpose.

Y. <u>Residual Rights</u>. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any non-residential or non-commercial purpose not inconsistent with this Easement. The Parties acknowledge that any existing use of the Property by the City is permitted.

SECTION IV - PROHIBITED USES AND PRACTICES

Any use or practice that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

- A. <u>Subdivision.</u> Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited.
- B. Proffers, Dedications, and Transfer of Development Rights. Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited.
- C. <u>Construction.</u> Structures or facilities for residential, commercial, or industrial use on the Property are prohibited. However, structures or facilities are allowed for the limited purposes stated herein and only if they constitute a permitted use under Section III.
- D. <u>Wildlife Disturbance or Harassment.</u> The presence of humans is not deemed a disturbance or harassment of wildlife. Beyond what has occurred historically or in the event of an

emergency to protect the public health, safety, or welfare, the intentional disturbing of wildlife is prohibited by any means (for example, by people or domestic animals). The taking, removal, translocation, or captivation of wildlife is prohibited; provided, however, that nothing within this provision shall (i) restrict Grantor and Grantee from determining healthy carrying capacities of species on the Property and employing appropriate management mechanisms, including permitting select and limited wildlife take methods to remove problem or diseased animals, or (ii) restrict the Utah Department of Natural Resources from managing wildlife on the Property consistent with state policy. This paragraph does not preclude fishing on the Property in accordance with policies as may be implemented by Grantor.

- E. <u>Alteration of Watercourses, Wetlands, or Topography.</u> Disturbance, alteration, excavation, or impairment of any watercourse or wetland or the topography of the Property is prohibited, except as permitted in connection with the permitted uses and practices in Section III.
- F. <u>Non-native Species.</u> Intentional introduction onto the Property of any non-native plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section III or for the landscaping needs of the Property.
- G. Roads. Except as specifically permitted under Section III, new roads over, through, or across the Property are prohibited.
- H. <u>Motorized Vehicles.</u> Except as specifically permitted under Section III, motorized vehicles are prohibited on the Property.
- Camping and Manmade Fires. Camping is prohibited, except in areas designated by Grantor that are consistent with the Conservation Values. Manmade fires are prohibited, except in Grantor's designated fire rings and barbeque facilities.
- J. <u>Dumping.</u> The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited; provided, that Grantor is permitted to store materials on the Property consistent with Grantor's historical use of the Property.

- K. <u>Utilities.</u> New utilities and new utility corridors are prohibited, except in conjunction with permitted utilities identified in Section III.
- L. <u>Mineral Activities.</u> Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.
- M. <u>Signs and Billboards.</u> Except as permitted in Sections II and III, the construction, maintenance, lease, or erection of any advertising billboards on the Property is prohibited, except for billboards advertising Lambert Park. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.
- N. <u>Hazardous Waste.</u> The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state, or local environmental law, regulation, or other requirement or (ii) negatively impact the Conservation Purpose of this Easement. Neither this provision nor any other right granted in this Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a "responsible party" under CERCLA or other similar local, state, or federal statute.
- O. <u>Public View.</u> Grantor agrees not to obstruct the substantial and regular opportunity of the public to view Lambert Park that exists as of the date hereof, but this provision shall not limit Grantor's rights set forth elsewhere in this Easement.
- P. <u>Lighting.</u> Lighting and, in particular, overhead lighting, is prohibited, except for (i) safety lighting associated with trailhead, rodeo grounds, and bowery parking, as well as structures such as restrooms and pavilions; (ii) temporary lighting for events and special uses, subject to a permit issued by Grantor; and (iii) lighting of pickleball courts or other recreational facilities permitted under Section III, all in accordance with the Management Plan.

Q. Recreational Aircraft. Unmanned aircraft may not take off or land on the property, unless their use is directly related to a permit issued by Grantor. All other recreational aircraft requiring a motor or mechanized source to power flight are prohibited from taking off or landing on the property. Recreational aircraft not powered by motors or mechanized sources for flight are subject to Grantor's existing ordinances.

SECTION V - PRIOR APPROVAL FROM GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to the performance of an act or the undertaking of a use or practice, Grantor shall not perform that act or undertake that use or practice (whether directly or through an agent) until the notice and approval provisions of this Section have been fully satisfied. Grantee shall not unreasonably withhold, condition, or delay approval, and shall grant approval pursuant to this Section if the proposed act, use, or practice will not cause material damage to the Property's Conservation Values or otherwise be inconsistent with the Conservation Purpose or provisions of this Easement. This Section is not intended for any other purpose, including, without limitation, to request approval of: (i) an act, use, or practice that is expressly prohibited by this Easement; (ii) an existing or threatened violation of this Easement; or (iii) an act, use, or practice for which an amendment to this Easement would be needed. Nothing in this Section shall in any way prohibit or limit Grantee's ability to obtain writs or injunctive relief or otherwise enforce this Easement.

- A. <u>Grantor's Written Notice.</u> Prior to the performance of any act or the undertaking of any use or practice that requires Grantee's approval, Grantor must notify Grantee in writing of the proposed act, use, or practice. The notice must fully inform Grantee of all material aspects of the proposed act, use, or practice (including the nature, scope, design, location, and timetable for such proposed act, use, or practice), and Grantor must send the notice to Grantee by registered or certified mail, return receipt requested, or by email with a "read receipt" tracking option.
- B. <u>Grantee's Written Request or Response.</u> Grantee shall have thirty (30) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) to review the

proposed act, use, or practice and, in writing, either approve the proposed act, use, or practice or notify Grantor of any objections Grantee may have. The thirty (30) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed act, use, or practice. In the event Grantee requires additional information to evaluate the proposed act, use, or practice, Grantee shall, in writing, request the information from Grantor as soon as practicable and in any case no later than thirty (30) days after receipt of the notice. Grantee's objections to a proposed act, use, or practice, if any, shall be based upon Grantee's reasonable opinion that the proposed act, use, or practice is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the Conservation Purpose or provisions of this Easement. If, in Grantee's good faith and reasonable judgment, the proposal presented by Grantor can be modified to avoid material damage to the Property's Conservation Values and otherwise comply with the Conservation Purpose and provisions of this Easement, then Grantee's response shall inform Grantor how the proposed act, use or practice may be modified to comply with this Easement. Grantor may commence the proposed act, use, or practice only after it receives Grantee's express written approval, which shall not be unreasonably withheld, conditioned, or delayed, and only in the manner explicitly proposed by Grantor and approved by Grantee. Grantee must send any request for more information or response to Grantor by registered or certified mail, return receipt requested, or by email with a "read receipt" tracking option.

C. <u>Force Majeure.</u> Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor, for undertaking any reasonably prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property or other property, or injury to persons, resulting from causes beyond Grantor's control, including fire, flood, storm, avalanche, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events and of any efforts to prevent, abate, or mitigate any damage caused by such events.

D. <u>Addresses</u>. The addresses of Grantor and Grantee for purposes of mailing or emailing the notices, requests, and responses addressed in this Section are set forth in Section VIII.

SECTION VI - BASELINE DATA

- A. An inventory of baseline data ("Baseline Documentation") shall be completed prior to the signing of this Easement and attached hereto as Exhibit C. The Parties acknowledge that this collection of baseline data contains an accurate representation of the Property's condition and natural resources as of the date of the execution of this Easement. The Parties acknowledge that an inventory of baseline data relating to the Property, dated _____, 2021, has been completed by competent professionals familiar with the Property, namely by Wendy Fisher, Executive Director of Utah Open Lands. The Baseline Documentation will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. The Parties further agree that subsequent updates to the Baseline Documentation will be signed by both Grantee and Grantor. Copies of this inventory of baseline data and subsequent updates to the Baseline Documentation shall be maintained on file in Grantee's offices.
- B. Notwithstanding the foregoing, should a future controversy arise over the biological and/or physical condition of the Property, the Parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

SECTION VII - BREACH, RESTORATION, AND REMEDIES

A. <u>Breach and Restoration.</u> If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail, return receipt requested, or by email with a "read receipt" tracking option. For a violation or potential violation of this Easement allegedly caused by Grantor, Grantor shall have thirty (30) days from the date of receipt of a notice from Grantee of a violation

or potential violation or of damage or potential damage to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage (Grantor's receipt of such a notice shall be indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day period, Grantee may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor shall pay the cost of such prevention or correction, including Grantee's expenses, court costs, and attorney's fees. For a violation or potential violation of this Easement caused by a third party, Grantor and Grantee shall work together to resolve the violation or potential violation of this Easement.

- B. <u>Injunctive and Other Relief.</u> Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, seek any legal remedy, or take other appropriate action to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration and litigation, including reasonable attorney's fees, shall be borne by those against whom a judgment is entered.
- C. <u>Actual or Threatened Non-Compliance</u>. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court authorized to enforce this Easement.
- D. <u>Cumulative Remedies.</u> Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.
- E. <u>No Waiver of Enforcement.</u> Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public, which is the beneficiary of this Easement.

No delay or omission by Grantee in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this Easement, in the event of a breach by Grantor or any third party, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

SECTION VIII – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

- A. Notices. To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall not render this Easement or any provisions of this Easement unenforceable.
- B. <u>Superiority of Easement.</u> Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement, other than an encumbrance determined by an appropriate court to have been in existence on the effective date of this Easement, shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.
- C. <u>Costs, Taxes, and Fees.</u> Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including responsibility for fire suppression and the control of noxious weeds in

accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION IX – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantor or its agents or employees associated with this Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property, except where the presence or release was directly caused by Grantee. Grantee agrees to defend, indemnify, and hold harmless Grantor from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantee or its agents or employees associated with this Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property directly caused by Grantee.

SECTION X – RESTRICTION ON TRANSFER OF EASEMENT

- A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, without the written consent of Grantor, which consent shall not be unreasonably withheld. If Grantor consents to the transfer of this Easement, then the following is required: (i) the transferee is, at the time of the transfer, a "qualified organization" and an "eligible donee," as those terms are defined in Internal Revenue Code § 170(h) and accompanying Treasury Regulations; (ii) the transferee is qualified to hold a conservation easement under Utah law; and (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out.
- B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in Internal Revenue Code § 170(h) and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee's

- rights and obligations under this Easement shall revert to Grantor.
- C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XI shall not violate the provisions of this Section.
- D. Nothing in this Easement prohibits Grantor from transferring the Property to the State of Utah or a political subdivision of the State of Utah.

SECTION XI – EXTINGUISHMENT; VALIDITY

- A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at that time, bore to the value of the Property as a whole at that time and that value shall remain constant.
- B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph D of this Section. Any removal of land from this Easement constitutes an extinguishment regardless of how such removal might be characterized.
- C. In the event of an extinguishment of this Easement, the Easement shall revert to Grantor provided that no private benefit occurs through the act of extinguishment.
- D. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of their respective interests subject to the taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or

Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee as provided in paragraph C of this Section.

- E. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than uses permitted by this Easement, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement; and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the uses and practices permitted by this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.
- F. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

SECTION XII – LIMITED POWER OF AMENDMENT

- A. Grantor and Grantee intend that the Property's Conservation Values and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Property's Conservation Values and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce reserved rights, to clarify an ambiguity, or to otherwise enhance the protection of the Property's Conservation Values. To that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.
 - 1. Only the following types of amendment are permitted:

- a. Amendments that are technical in nature (such as correcting a scrivener's error).
- b. Amendments that eliminate or reduce one or more of the uses or practices permitted by the terms of this Easement.
- c. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement, including an amendment to add land to this Easement as provided in paragraph I of Section III of this Easement.
- d. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement.
- 2. An amendment must not impair, injure, or destroy any of the Property's Conservation Values, or be detrimental to or inconsistent with the Conservation Purpose of this Easement. As one example, this requirement prohibits "trade-off" amendments. A trade-off amendment is an amendment that would impair, injure, or destroy one or more of the Property's Conservation Values and also involve a conservation benefit (or an arguable conservation benefit). Thus, for example, an amendment that would permit development or some other use on part of the Property, which would impair, injure, or destroy one or more Conservation Values there, in exchange for adding one or more restrictions or other conservation protections elsewhere on the Property, is prohibited. Similarly, an amendment that would involve the relaxation or elimination of one or more restrictions or other conservation protections in this Easement in exchange for the addition of adjacent or nearby land to this Easement or the protection of some other land is prohibited. For purposes of this Easement, an amendment will be considered to "impair, injure, or destroy" a Conservation Value if it has more than a negligible adverse impact on the protection of the Conservation Value.
- 3. An amendment must not limit or otherwise alter the perpetual duration of this Easement.

4. An amendment must not adversely affect the status of Grantee as a qualified

organization, eligible donee, or eligible holder of this Easement under any applicable

laws.

5. An amendment must not modify the restriction on transfer, extinguishment,

amendment, liberal construction, or no merger provisions of this Easement.

6. An amendment must not result in private inurement or confer impermissible private

benefit, as those terms are defined for purposes of federal tax law.

7. An amendment must be in writing, duly signed, and promptly recorded in the

appropriate location for public land records. Grantee must document in writing (a) the

amendment's compliance with the requirements of this Section and (b) approval of the

amendment by Grantee's governing body. Such documentation must be permanently

retained in Grantee's files for this Easement.

Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate

regarding any amendment.

SECTION XIII – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall

be sent by registered or certified mail, return receipt requested, or by email with a "read receipt"

tracking option to:

Grantor: Alpine City

Attn: City Administrator 20 North Main Street Alpine, Utah 84004

ssorensen@alpinecity.org

With a copy to the following:

Grantee: Utah Open Lands Conservation Association

Attn: Executive Director 1488 South Main Street

Salt Lake City, Utah 84115 Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., "Attn:") or a different mail or email address.

SECTION XIV - MISCELLANEOUS PROVISIONS

- A. <u>Partial Invalidity.</u> If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
- B. <u>Enforcement</u>. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.
- C. "Grantor" and "Grantee." The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term "Grantee" as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the "Parties."
- D. <u>Titles</u>. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- E. <u>Headings.</u> Section and paragraph headings are for convenience only and shall not be deemed to have legal effect.
- F. <u>Construction.</u> This Easement shall be reasonably construed in accordance with the intent of the parties, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this

- Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.
- G. <u>Successors</u>. This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.
- H. <u>Governing Law.</u> This Easement shall be interpreted and construed in accordance with applicable Utah laws.
- Interaction with State Law. Grantor and Grantee are prohibited from exercising any power or discretion that may be granted under Utah law regarding the transfer, amendment, or termination of easements that would be inconsistent with (i) the provisions of this Easement, (ii) the continued protection in perpetuity of the Property's Conservation Values, or (iii) the Conservation Purpose of this Easement. Grantor and Grantee are bound by the terms of this Easement, which constitutes a public charitable trust, the terms and purpose of which are enforceable by the courts on behalf of the public as with any charitable grant.
- J. <u>Venue.</u> Any legal action concerning this Easement shall be filed in the Fourth Judicial District of Utah, Utah County or, as appropriate, in the United States District Court for the District of Utah located in Salt Lake City, Utah.
- K. <u>Entire Agreement</u>. This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings. The exhibits to this Easement are incorporated by reference and made a part of this Easement.
- L. <u>Compliance with Law.</u> All uses and practices permitted by this Easement shall comply with all applicable local, state, and federal laws.
- M. <u>Effective Date.</u> The effective date of this Easement shall be the date of its recordation.
- N. <u>State Law Notice Requirements.</u> Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with Grantor the types of conservation easements available, the legal effect of each easement, and the advisability

- of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.
- O. Merger. The Parties intend that this Easement will not merge even in the event that Grantee becomes the fee title owner of the Property. It is acknowledged that the conservation easement set forth herein constitutes the intention of both Grantor and Grantee that no merger of interest shall obfuscate the duty of Grantee to uphold the public trust and donative intent conveyed by this Easement; it being the intent of the Parties that the Easement never be extinguished but remain in full force, enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions regardless of who holds title to the underlying fee interest.
- P. <u>Change of Conditions</u>. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.
- Q. <u>Warranty of Authority to Sign.</u> By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.
- R. <u>References</u>. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.
 - -Remainder of page intentionally left blank-

| IN WITNESS WHER | EOF, Grantor and Grant | ee execute this Easement. | | |
|--|------------------------|--|------|--|
| GRANTOR: | | | | |
| ALPINE CITY | | | | |
| ATTEST: | | | | |
| By: Bonnie Cooper, City Recorder | | By: | | |
| Bonnie Cooper | , City Recorder | Troy Stout, Mayor | | |
| STATE OF UTAH |) : ss | | | |
| County of Utah |) | | | |
| | | ed before me this day ofher capacity as Alpine City Mayor. | , 20 | |
| | | Notary Public | | |
| STATE OF UTAH County of Utah |) : ss) | | | |
| The foregoing instrument was acknowledged before me this day of by, in his/her capacity as the Alpine City Recorder. | | | | |
| | | Notary Public | | |
| APPROVED AS TO Fo Stephen B. Doxey Alpine City Attorney | ORM AND LEGALITY: | | | |

| GRANTEE: | | | |
|---------------------------|----------------|------------------------|--|
| UTAH OPEN LANDS CO | ONSERVATION | ASSOCIATION | |
| By Wendy Zeigler, Pres | sident, Utah O | pen Lands Conservatio | on Association |
| STATE OF UTAH |) | | |
| County of Utah | : ss) | | |
| | | | |
| is subscribed to the in | strument set f | orth above, personally | known to me to be the person whose name appeared before me,lic for the State of Utah, and acknowledged |
| | | | nds Conservation Association. |
| | | Notary | Public |

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Public Hearing – Plat Amendment – Three Falls Plat I

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Kyle Spencer representing Weston Lunsford

ACTION REQUESTED BY PETITIONER: Approve the Plat Amendment

BACKGROUND INFORMATION:

The Three Falls Subdivision Plat I consists of 1 lot on 1.92 acres. The property is located at 2241 North Three Falls Way, and in the CE-5 zone. The proposed plat would vacate and amend Lot 50 of Three Falls Subdivision Plat G. The primary reason for the plat amendment is to adjust boundaries between the lot and private open space, which in turn will adjust boundaries with public open space.

STAFF RECOMMENDATION:

Approve the plat amendment as proposed.

SAMPLE MOTION TO APPROVE

I move to recommend approval of Three Falls Subdivision Plat I with the following conditions:

- Prior to recording the Developer:
 - o Address the redlines on the plat and plans.
 - Receive a letter of approval from the Three Falls Architectural Review Committee for the new proposed boundaries.

SAMPLE MOTION TO TABLE

I move to table Three Falls Subdivision Plat I based on the following:

• **INSERT FINDING**



ALPINE CITY STAFF REPORT

November 12, 2021

To: Alpine City Planning Commission & City Council

From: Staff

Prepared By: Austin Roy, City Planner

Planning & Zoning Department

Jed Muhlestein, City Engineer

Engineering & Public Works Department

RE: THREE FALLS SUBDIVISION PLAT I

Applicant: Kyle Spencer representing Weston Lunsford

Project Location: 2241 North Three Falls Way

Zoning: CE-5 Zone Acreage: 1.92 Acres

Lot Number & Size: 1 lot at 83,635 Square Feet

Request: Recommend and approve the amended plat

SUMMARY

The Three Falls Subdivision Plat I consists of 1 lot on 1.92 acres. The property is located at 2241 North Three Falls Way, and in the CE-5 zone. The proposed plat would vacate and amend Lot 50 of Three Falls Subdivision Plat G. The primary reason for the plat amendment is to adjust boundaries between the lot and private open space, which in turn will adjust boundaries with public open space.

BACKGROUND

The City has a drainage easement that currently runs through the south end of Lot 50. Following the boundary adjustment, the drainage easement will be in public open space. The plat amendment also does away with a strip of private open space and increases the width of the lot to allow for a larger building envelope.

ANALYSIS

Lot Width and Area

The proposed plat amendment does not significantly change or alter the width or area of the lot. Overall lot area is increased. The lot meets minimum requirements of the zone and PRD.

Staff Report Three Falls Plat I

Use

The use of the lot is not changing with the plat amendment. Single family dwellings are a permitted use in the zone

<u>Sensitive Lands (Wildland Urban Interface)</u>

The property is in sensitive lands. Wildland Urban Interface requirements will apply to all structures to be built on the property.

Trails

There are no trails or trail easements on this property.

General Plan

The proposed plat amendment does away with some private open space, however no significant changes are made to the City open space. As mentioned above, a system storm drain easement is will now be on City open space following the boundary line adjustment. The proposed plat appears to be compatible with the General Plan.

Other

None.

REVIEWS

PLANNING AND ZONING DEPARTMENT REVIEW

The analysis section in the body of this report serves as the Planning and Zoning Department review.

ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW

This section constitutes the engineering review for the Three Falls Subdivision Plat I. There are a few minor remaining redline comments that need corrected and approved by Staff prior to recording.

<u>Lots</u>

The lot contains the appropriate amount of space and frontage for the zone, based on the average slope of the lot as defined in section 3.03.040 of the Development Code.

Natural Hazards

Sensitive Lands. The proposed development falls within the Geologic Hazards Overlay Zone which has areas identified as having the potential for rockfall, slide, and debris flows. Rockfall, debris flow, and slides were reviewed and, in each instance, were shown to have a low risk for such an event. Buildable areas have been restricted where steeper slopes reside.

Other

There are some minor redlines to correct on the plans and plat.

NOTICING

Notice has been properly issued in the manner outlined in City and State Code

STAFF RECOMMENDATION

Review staff report and findings and make a motion to <u>approve or table</u> the proposed plat amendment. Findings are outlined below.

Findings for a Positive Motion:

A. The proposed plat meets ordinance.

Findings for a Motion to Table:

A. None.

MODEL MOTIONS

SAMPLE MOTION TO APPROVE

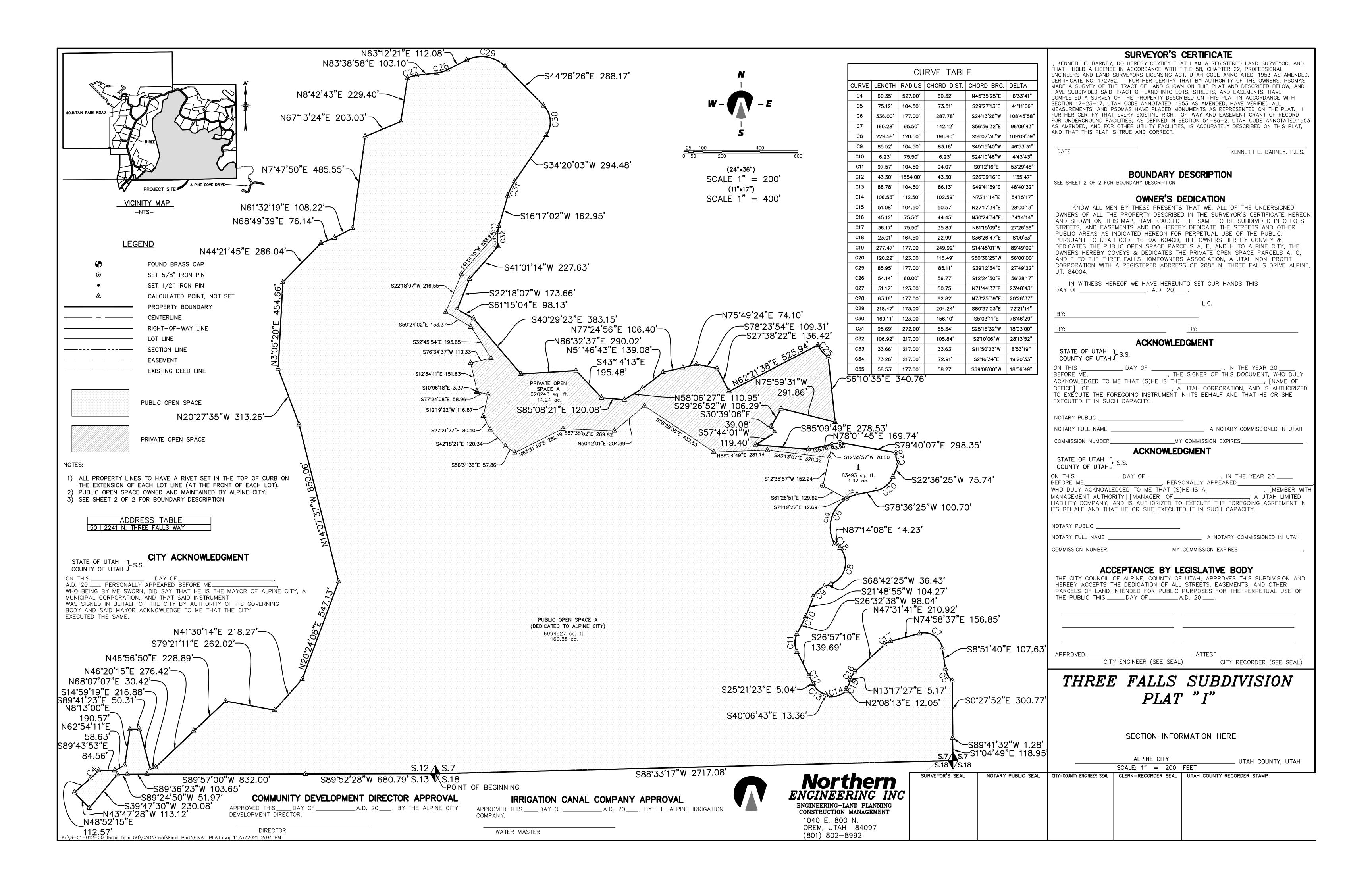
I move to recommend approval of Three Falls Subdivision Plat I with the following conditions:

- Prior to recording the Developer:
 - o Address the redlines on the plat and plans.
 - Receive a letter of approval from the Three Falls Architectural Review Committee for the new proposed boundaries.

SAMPLE MOTION TO TABLE

I move to table Three Falls Subdivision Plat I based on the following:

• **INSERT FINDING**



BOUNDARY DESCRIPTION OF PLAT "I" THREE FALLS SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 EAST, AND THE EAST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS"

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 12, SAID MONUMENT BEING THE POINT OF BEGINNING.

AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF THREE FALLS SUBDIVISION, RECORDED SEPTEMBER 16^{1 H}, 2015 AS ENTRY NO. 84712:2015 AND MAP FILING NO. 14761 IN THE OFFICE OF THE UTAH COUNTY RECORDER, THE FOLLOWING FOUR (4) COURSES, SAID SOUTHERLY BOUNDARY LINE DEPARTS FROM THE SECTION LINE WITH THE FIRST COURSE: (1) S. 89°52'28" W. A DISTANCE OF 680.79 FEET, THENCE (2) S. 89°57'00" W. A DISTANCE OF 832.00 FEET, THENCE (3) S. 89°36'23" W. A DISTANCE OF 103.65 FEET, THENCE (4) S. 89°24'50" W. A DISTANCE OF 51.97 FEET, THENCE S. 39°47'30" W. A DISTANCE OF 230.08 FEET TO THE NORTHERLY LINE OF PUBLIC OPEN SPACE G, AS SHOWN ON SAID THREE FALLS SUBDIVISION; THENCE, ALONG SAID NORTHERLY LINE N. 43°47'28" W. A DISTANCE OF 113.12 FEET TO THE EASTERLY LINE OF THREE FALLS DRIVE, AS SHOWN ON SAID THREE FALLS SUBDIVISION, THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES 1) N. 48°52'15" E. A DISTANCE OF 112.57 FEET, (2) TO A POINT OF CURVATURE OF A 527.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 60.35 FEET, HAVING A CENTRAL ANGLE OF 06°33'41" AND A CHORD THAT BEARS N.45°35'25"E. A DISTANCE OF 60.32 FEET, THENCE S.89°43'53"E. A DISTANCE OF 84.56 FEET; THENCE N.62°54'11"E. A DISTANCE OF 58.63 FEET; THENCE N.08°13'00"E. A DISTANCE OF 190.57 FEET; THENCE S.89°41'23"E. A DISTANCE OF 50.31 FEET; THENCE S.14°59'19"E. A DISTANCE OF 216.88 FEET; THENCE N.68°07'07"E. A DISTANCE OF 30.42 FEET; THENCE N.46°20'15"E. A DISTANCE OF 276.42 FEET; THENCE N.46°56'50"E. A DISTANCE OF 228.89 FEET; THENCE S.79°21'11"E. A DISTANCE OF 262.02 FEET; THENCE N.41°30'14"E. A DISTANCE OF 218.27 FEET; THENCE N.20°24'08"E. A DISTANCE OF 547.13 FEET; THENCE N.14°07'37"W. A DISTANCE OF 850.06 FEET; THENCE N.20°27'35"W. A DISTANCE OF 313.26 FEET; THENCE N.03°05'20"E. A DISTANCE OF 454.66 FEET; THENCE N.44°21'45"E. A DISTANCE OF 286.04 FEET; THENCE N.68°49'39"E. A DISTANCE OF 76.14 FEET; THENCE N.61°32'19"E. A DISTANCE OF 108.22 FEET; THENCE N.07°47'50"E. A DISTANCE OF 485.55 FEET; THENCE N.67°13'24"E. A DISTANCE OF 203.03 FEET; THENCE N.08°42'43"E. A DISTANCE OF 229.40 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID THREE FALLS DRIVE. THENCE ALONG SAID THREE FALLS DRIVE, THE FOLLOWING ELEVEN (11) COURSES: TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT: 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 51.12 FEET, HAVING A CENTRAL ANGLE OF 23°48'43" AND A CHORD THAT BEARS N. 71°44'37" E. A DISTANCE OF 50.75 FEET; 2) THENCE N. 83°38'58" E. A DISTANCE OF 103.10 FEET TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 63.16 FEET, HAVING A CENTRAL ANGLE OF 20°26'37" AND A CHORD THAT BEARS N. 73°25'39"E. A DISTANCE OF 62.82 FEET; 4) THENCE N. 63°12'21' E. A DISTANCE OF 112.08 FEET TO A POINT OF CURVATURE OF A 173.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE 5) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 218.47 FEET, HAVING A CENTRAL ANGLE OF 72°21'14" AND A CHORD THAT BEARS S.80°37'03"E. A DISTANCE OF 204.24 FEET; 6) THENCE S. 44°26'26" E. A DISTANCE OF 288.17 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE 7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 169.11 FEET, HAVING A CENTRAL ANGLE OF 78°46'29" AND A CHORD THAT BEARS S.05°03'11"E. A DISTANCE OF 156.10 FEET; 8) THENCE S. 34°20'03" W A DISTANCE OF 294.48 FEET TO A POINT OF CURVATURE OF A 272.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE 9) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 85.69 FEET, HAVING A CENTRAL ANGLE OF 18°03'00" AND A CHORD THAT BEARS S. 25°18'32" W. A DISTANCE OF 85.34 FEET; 10) THENCE S. 16°17'02" W. A DISTANCE OF 162.95 FEET TO A POINT OF CURVATURE OF A 217.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE 11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 106.92 FEET, HAVING A CENTRAL ANGLE OF 28°13'52" AND A CHORD THAT BEARS S. 02°10'06" W. A DISTANCE OF 105.84 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 41 OF SAID THREE FALLS SUBDIVISION PLAT E, THENCE S. 41°01'14" W. A DISTANCE OF 227.63 FEET; THENCE S. 22°18'07" W. A DISTANCE OF 173.66 FEET; THENCE S. 61°15'04" E. A DISTANCE OF 98.13 FEET; THENCE S. 40°29'23" E. A DISTANCE OF 383.15 FEET; THENCE N. 86°32'37" E A DISTANCE OF 290.02 FEET; THENCE S.43°14'13"E. A DISTANCE OF 195.48 FEET; THENCE S.85°08'21"E. A DISTANCE OF 120.08 FEET; THENCE N.58°06'27"E. A DISTANCE OF 110.95 FEET; THENCE N.51°46'43"E. A DISTANCE OF 139.08 FEET; THENCE N.77°24'56"E. A DISTANCE OF 106.40 FEET; THENCE N.75°49'24"E. A DISTANCE OF 74.10 FEET; THENCE S.78°23'54"E. A DISTANCE OF 109.31 FEET; THENCE S.27°38'22"E. A DISTANCE OF 136.42 FEET; THENCE N.62°21'38"E. A DISTANCE OF 525.94 FEET; TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, 85.95 FEET, HAVING A CENTRAL ANGLE OF 27°49'22" AND A CHORD THAT BEARS S.39°12'34"E. A DISTANCE OF 85.11 FEET; THENCE S.06°10'35"E. A DISTANCE OF 340.76 FEET; THENCE N.75°59'31"W. A DISTANCE OF 291.86 FEET; THENCE S.29°26'52"W. A DISTANCE OF 106.29 FEET; THENCE S.30°39'05"E A DISTANCE OF 39.06 FEET; THENCE S.57°44'01"W. A DISTANCE OF 119.40 FEET; THENCE S.85°09'49"E. A DISTANCE OF 278.53 FEET; THENCE N.78°01'45"E. A DISTANCE OF 169.74 FEET; THENCE S.79°40'07"E. A DISTANCE OF 298.35 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 54.14 FEET, HAVING A CENTRAL ANGLE OF 56°28'17" AND A CHORD THAT BEARS S.12°24'50"E. A DISTANCE OF 56.77 FEET; THENCE S.22°36'25"W, A DISTANCE OF 75.74 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 120.22 FEET, HAVING A CENTRAL ANGLE OF 56°00'00" AND A CHORD THAT BEARS S.50°36'25"W. A DISTANCE OF 115.49 FEET; THENCE S.78°36'25"W. A DISTANCE OF 100.70 FEET TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 336.00 FEET, HAVING A CENTRAL ANGLE OF 108°45'58" AND A CHORD THAT BEARS S.24°13'26"W. A DISTANCE OF 287.78 FEET THENCE N.87°14'08"E. A DISTANCE OF 14.23 FEET; TO A POINT OF CURVATURE OF A 164.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.01 FEET. HAVING A CENTRAL ANGLE OF 08°00'53" AND A CHORD THAT BEARS S.36°26'47"E. A DISTANCE OF 22.99 FEET; TO A POINT OF CURVATURE OF A 120.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 229.58 FEET. HAVING A CENTRAL ANGLE OF 109°09'39" AND A CHORD THAT BEARS S.14°07'36"W. A DISTANCE OF 196.40 FEET; THENCE S.68°42'25"W. A DISTANCE OF 36.43 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 85.52 FEET. HAVING A CENTRAL ANGLE OF 46°53'31" AND A CHORD THAT BEARS S.45°15'40"W. A DISTANCE OF 83.16 FEET; THENCE S.21°48'55"W. A DISTANCE OF 104.27 FEET TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 6.23 FEET. HAVING A CENTRAL ANGLE OF 04°43'43" AND A CHORD THAT BEARS S.24°10'46"W. A DISTANCE OF 6.23 FEET; THENCE S.26°32'38"W. A DISTANCE OF 98.04 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE 97.57 FEET; HAVING A CENTRAL ANGLE OF 53°29'48" AND A CHORD THAT BEARS S. 00°12'16" E. A DISTANCE OF 94.07 FEET; THENCE S.26°57'10"E. A DISTANCE OF 139.69 FEET; TO A POINT OF CURVATURE OF A 1554.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 43.30 FEET. HAVING A CENTRAL ANGLE OF 01°35'47" AND A CHORD THAT BEARS S.26°09'16"E. A DISTANCE OF 43.30 FEET; THENCE S.25°21'23"E. A DISTANCE OF 5.04 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 88.78 FEET. HAVING A CENTRAL ANGLE OF 48°40'32" AND A CHORD THAT BEARS S.49°41'39"E. A DISTANCE OF 86.13 FEET; THENCE S.40°06'43"E. A DISTANCE OF 13.36 FEET TO A POINT OF CURVATURE OF A 112.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 106.53 FEET. HAVING A CENTRAL ANGLE OF 54°15'17" AND A CHORD THAT BEARS N.73°11'14"E. A DISTANCE OF 102.59 FEET; THENCE N.02°08'13"E. A DISTANCE OF 12.05 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 51.08 FEET. HAVING A CENTRAL ANGLE OF 28°00'13" AND A CHORD THAT BEARS N.27°17'34"E. A DISTANCE OF 50.57 FEET; THENCE N.13°17'27"E. A DISTANCE OF 5.17 FEET; TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT THENCE ALONG THE ARC OF SAID CURVE, 45.12 FEET. HAVING A CENTRAL ANGLE OF 34°14'14" AND A CHORD THAT BEARS N.30°24'34"E. A DISTANCE OF 44.45 FEET; THENCE N.47°31'41"E. A DISTANCE OF 210.92 FEET; TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 36.17 FEET. HAVING A CENTRAL ANGLE OF 27°26'56" AND A CHORD THAT BEARS N.61°15'09"E. A DISTANCE OF 35.83 FEET; THENCE N.74°58'37"E. A DISTANCE OF 156.85 FEET: TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE. 160.28 FEET. HAVING A CENTRAL ANGLE OF 96°09'43" AND A CHORD THAT BEARS S.56°56'32"E. A DISTANCE OF 142.12 FEET; THENCE S.08°51'40"E. A DISTANCE OF 107.63 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 75.12 FEET. HAVING A CENTRAL ANGLE OF 41°11'06" AND A CHORD THAT BEARS S.29°27'13"E. A DISTANCE OF 73.51 FEET; THENCE S. 00°27'52" E. A DISTANCE OF 300.77 FEET; THENCE S. 89°41'32" W. A DISTANCE OF 1.28 FEET; THENCE S. 01°04'49" E. A DISTANCE OF 118.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 7, S. 88°33'17" W. A DISTANCE OF 2717.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 176.745 ACRES OF LAND MORE OR LESS.

Development Notes:

- 1- Prior plat superseded. This plat, when recorded, shall supersede any prior plat covering the same property.
- 2- Development agreement. This Three Falls subdivision (the "project") is subject to that certain subdivision and improvement agreement, executed and dated March 31, 2015 (the "development agreement") between Alpine City (the "city") and developer Three Falls Development, Inc. ("declarant").
- 3- Governing documents for the project. Project documents, including, specifically, a declaration of covenants, conditions, and restrictions for Three Falls (the "declaration"), bylaws for the Three Falls homeowners association ("bylaws"), and the Three Falls design guidelines (the "design guidelines") have been prepared by the declarant and shall govern the project (the foregoing documents, together with this plat are, collectively, the "governing documents"). Additionally, the declarant has or will establish a homeowners association (the "association") consistent with the declaration to operate in accordance with the bylaws to enforce the covenants and restrictions in the governing documents and to maintain the common areas and facilities (as defined in the declaration) for the benefit of the project lot owners and the project.
- 4- Each lot in this plat has a building activity envelope location designated by the declarant. Excluding driveways and/or cuts and fill by the declarant for the purpose of construction project roadways or other uses permitted by the governing documents, all improvements must remain in this envelope. Purchasers of any lots within the project are directed to the declaration and design guidelines for further information regarding building activity envelope locations, restrictions, and allowances. Other than authorized association or declarant personnel, no motorized vehicles may be operated on any lot in this plat outside of the building activity envelope or driveway corridor.
- 5- Roads. In accordance with the development agreement, certain improvements to Fort Canyon Road, internal roads, and the secondary access road reflected hereon (Mountain Park Road) have been or will be constructed by the declarant, and said improvements shall be and hereby are dedicated to the city and all maintenance thereof shall be the responsibility of the city. Roads within the project, as identified in this plat, shall be and hereby are dedicated to the city as public roadways and all maintenance thereof shall be the responsibility of the city.
- 6- Certain lots and open spaces in Three Falls contain a cut/fill slope easement for the subdivision's roadways. The easement is necessary for the construction and maintenance of the roadways within the subdivision. This easement is for the benefit of Alpine City. Lot owners may not alter or affect this easement in any way unless expressly authorized by the Three Falls design review committee and Alpine City.
- 7- The total amount of irrigated landscaping shall not exceed one (1) acre.
- 8- Association responsibility for certain other improvements. The declarant has or may construct and/or install gatehouse gates, emergency gates, monument entry features, signage, and landscaping around the public trailhead within the project, not inconsistent with the governing documents (collectively, the "improvements"). Such improvements shall be included in the common areas and facilities, as defined in the declaration, and shall be privately owned and maintained by the association. Maintenance of any private driveway entry feature constructed on a lot in this project shall be the
- 9- PURSUANT TO UTAH CODE 10-9A-604(D), public open space, public trail easement, public trailhead, indemnification. All public open space (including the public trails thereon) (the "public open space"), as shown on this plat, shall be and hereby is dedicated to Alpine City for the use and enjoyment of the public during hours of operation pursuant to Alpine City park and open space ordinances. The declarant has or will construct a public trailhead (consisting of a restroom facility and parking) not inconsistent with this plat or the development agreement. The public open space and the hardscape portion of the public trailhead (specifically, the restroom facilities and parking areas) shall be and hereby are dedicated to the city and all maintenance of the public open space and hardscape portions of the public trailhead shall be the responsibility of the city. Additionally, the declarant has or will construct a public trail through a portion of the private open space as reflected on this plat. A public trail easement, as shown on this plat, shall be and hereby is established for the use and enjoyment of the public. Consistent with the development agreement, the landscaped area around the public trail head shall be privately owned by the association and maintenance thereof shall be the responsibility of the association. Notwithstanding anything herein to the contrary, the city acknowledges and agrees that it shall indemnify and hold harmless, the declarant, the association, and lot owners within the project, from and against any and all claims and liabilities of any type or nature arising from or in any way connected to the use of the public open space, the public trails, the public trail easement, and/or the public trailhead by the public or any member thereof.
- 9B- Pursuant to Utah Code 10-9a-604(D), The owner hereby conveys the private Open space Areas as indicated hereon to the Three falls home owner's Association, a Utah nonprofit Corporation with a registered address of 2085 n. three falls drive Alpine, ut. 84004.
- 10- Utility easements subject to the public trail easement, liability for damage to open space or public trail. Any public utility easement ("PUE") established by and/or reflected on this plat or by the declaration is subject to the public trail easement shown hereon. Any damage to the public open space, public trail, or public trailhead within the project or any portions thereof caused by a utility provider shall be the responsibility of that utility provider to repair, at its sole expense, and restore the damaged area substantially the same condition as existed immediately prior to the damage, as determined by city, in its discretion. Similarly, any damage to the public open space, public trail, or public trailhead within the project, or any portion thereof, caused by any owner of a lot within the project shall be the responsibility of that lot owner to repair, at the lot owner's sole expense, and restore the damaged area to substantially the same condition as existed immediately prior to the damage, as determined by the city, in its discretion.
- 11- Non-combustible roofing material required: roofing materials for dwellings and any out buildings must be non-combustible and approved by the Three Falls design review committee. No wood shake roofing material will be permitted.
- 12- Compliance with sensitive land ordinance. All lot owners must comply with the city's sensitive lands ordinance.
- 13- Building permits. Pursuant to the development agreement, the declarant has or will construct and/or install certain required public improvements including water, sewer, and storm drains (collectively, the "public improvements"). Building permit for any lot within the project will not be issued from the city until such time as the public improvements have been completed by the declarant in accordance with city ordinance, standards, and
- 14- Building height restrictions, lot restrictions. All lots within the project are subject to the requirements and restrictions set forth in the declaration, design guidelines, and to city ordinances. In no event shall the height of any building within the project exceed the maximum 34 feet allowed by city standards. Lots 7, 8, 9, 10, and 16 have restrictions placed upon them by the declarant. Purchasers of any of these additionally restricted lots are directed to the design guidelines for the specific additional restrictions.
- 15- Utility easements. Public utility providers shall have the right to install, maintain, and operate their respective utility lines, pipes, conduits, cables, and/or equipment (all of the foregoing individually or collectively a "utility line") above and below ground within the PUE, as may be necessary or desirable in providing utility services within the project and to the individual lots identified herein. PUEs include a right of access to and a right to require removal of any obstructions including structures, trees, and vegetation that may be located within the public utility easement located on a lot. A utility provider may require the lot owner to remove all structures within the PUE at the lot owner's expense. At no time may any permanent structures or other obstruction which interferes with the use of the PUE be placed within the PUE without the prior written approval of the utility provider having a utility line in the PUE.
- 16- Service districts. Three Falls is served by or included within the boundaries of Alpine City, Timpanogos Special Service District, North Utah County Water Conservancy District, Wasatch Mental Health Special Service District, North Utah Valley Animal Shelter Special Service District, and Utah Valley Dispatch Special Service District. All lots are subject to assessments and fees of the foregoing district(s).
- 17- Private open space. The private open space, as reflected on this plat, less and excepting public trail easement reflected thereon, (the "private open space") is for the exclusive use and enjoyment of the project lot owners. The private open space shall be maintained by the association and the maintenance thereof shall be the responsibility of the association. Notwithstanding, any damage to any private open space or portion thereof caused by any construction, landscaping on a lot, or other improvement to the lot may be repaired by the association and the damaged portion of the private open space restored to substantially the same condition as existed immediately prior to the damage and the cost for such repair and/or restoration may be assessed to the responsible lot owner as a special assessment as provided in the declaration. Notwithstanding anything to the contrary contained herein, the declarant retains the right to construct and/or install private trails within the boundaries of the private open space. Other than authorized city, association, or declarant personnel, no motorized vehicles are allowed on the private or public trails.
- 18- Declarant rights retained, permanent drainage, and other easements. The declarant retains permanent easements throughout the project for drainage, natural drainage ways, trails, utilities, and other matters which may affect portions of lots outside of the area of the lot covered by residential improvements and outside of the right-of-way. These easements are in addition to easements identified on this plat. Natural drainage ways and storm drainage culverts, inlets, and discharges exist within the project. Except in connection with installation of driveways and utilities to the building envelope, lot owners may not impede or otherwise alter any of these drainage systems. Driveway and utility installation require prior written approval of the Three Falls design review committee. Declarant also reserves permanent easements across the portions of lots along roadways and outside of the right-of-way corridor for the maintenance and protection of cut and fill slopes, drainages, culverts, rip rap, and any other permanent roadway or drainage appurtenance. Access to lots within the project may be affected by cut and fill slopes or walls required for the roads. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes.
- 19- Geotechnical. Purchasers of any lot within the project are directed to the geotechnical reports prepared by Bear West dated November 2003, titled "Three Falls Ranch Development Environmental Study Final Report", and Intermountain Geoenvironmental Services, Inc. dated July 20, 2005, titled "Landslide Investigation Three Falls Ranch Alpine, Utah", and Western Geologic, LLC dated September 7, 2004, titled "Geologic Hazards Evaluation Three Falls Ranch", and Western Geologic, LLC dated December 17, 2004, titled "Supplemental Surface Fault Rupture Hazard Study, Three Falls Ranch". Wherein each lot is required to provide a lot specific geotechnical/geologic study prior to obtaining building permit. These reports identify existing surface and subsurface conditions and geologic conditions, including faults, present in areas within the project.
- 20- Stream corridors. No alteration of any stream or stream bed shown on this plat may occur without design review committee and all state and local jurisdiction approvals.

| BY APP. | | | 18 PM |
|-----------|---|----------|--|
| DATE | | | vg 11/2/2021 2:1 |
| REVISIONS | | | K:\3-21-012-00 three falls 50\CAD\Final\Final Plat\FINAL PLAT 2 OF 2.dwg 11/2/2021 2:18 PM |
| NO. | | | 3-21-C |
| | ζ |) | ž. |



AL Pl 'HREE

I

UB

S

PLA

FINAL \triangleleft

JOB NO. 3-18-049

BOUNDARY DESCRIPTION OF PLAT "I" THREE FALLS SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 EAST, AND THE EAST HALF OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS"

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 12, SAID MONUMENT BEING THE POINT OF BEGINNING.

AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF THREE FALLS SUBDIVISION, RECORDED SEPTEMBER 16TH, 2015 AS ENTRY NO. 84712:2015 AND MAP FILING NO. 14761 IN THE OFFICE OF THE UTAH COUNTY RECORDER, THE FOLLOWING FOUR (4) COURSES, SAID SOUTHERLY BOUNDARY LINE DEPARTS FROM THE SECTION LINE WITH THE FIRST COURSE: (1) S. 89°52'28" W. A DISTANCE OF 680.79 FEET, THENCE (2) S. 89°57'00" W. A DISTANCE OF 832.00 FEET, THENCE (3) S. 89°36'23" W. A DISTANCE OF 103.65 FEET, THENCE (4) S. 89°24'50" W. A DISTANCE OF 51.97 FEET, THENCE S. 39°47'30" W. A DISTANCE OF 230.08 FEET TO THE NORTHERLY LINE OF PUBLIC OPEN SPACE G, AS SHOWN ON SAID THREE FALLS SUBDIVISION; THENCE, ALONG SAID NORTHERLY LINE N. 43°47'28" W. A DISTANCE OF 113.12 FEET TO THE EASTERLY LINE OF THREE FALLS DRIVE, AS SHOWN ON SAID THREE FALLS SUBDIVISION, THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING TWO (2) COURSES 1) N. 48°52'15" E. A DISTANCE OF 112.57 FEET, (2) TO A POINT OF CURVATURE OF A 527.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 60.35 FEET, HAVING A CENTRAL ANGLE OF 06°33'41" AND A CHORD THAT BEARS N.45°35'25"E. A DISTANCE OF 60.32 FEET, THENCE S.89°43'53"E. A DISTANCE OF 84.56 FEET; THENCE N.62°54'11"E. A DISTANCE OF 58.63 FEET; THENCE N.08°13'00"E. A DISTANCE OF 190.57 FEET; THENCE S.89°41'23"E. A DISTANCE OF 50.31 FEET; THENCE S.14°59'19"E. A DISTANCE OF 216.88 FEET; THENCE N.68°07'07"E. A DISTANCE OF 30.42 FEET; THENCE N.46°20'15"E. A DISTANCE OF 276.42 FEET; THENCE N.46°56'50"E. A DISTANCE OF 228.89 FEET; THENCE S.79°21'11"E. A DISTANCE OF 262.02 FEET; THENCE N.41°30'14"E. A DISTANCE OF 218.27 FEET; THENCE N.20°24'08"E. A DISTANCE OF 547.13 FEET; THENCE N.14°07'37"W. A DISTANCE OF 850.06 FEET; THENCE N.20°27'35"W. A DISTANCE OF 313.26 FEET; THENCE N.03°05'20"E. A DISTANCE OF 454.66 FEET; THENCE N.44°21'45"E. A DISTANCE OF 286.04 FEET; THENCE N.68°49'39"E. A DISTANCE OF 76.14 FEET; THENCE N.61°32'19"E. A DISTANCE OF 108.22 FEET; THENCE N.07°47'50"E. A DISTANCE OF 485.55 FEET; THENCE N.67°13'24"E. A DISTANCE OF 203.03 FEET; THENCE N.08°42'43"E. A DISTANCE OF 229.40 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF AFORESAID THREE FALLS DRIVE, THENCE ALONG SAID THREE FALLS DRIVE, THE FOLLOWING ELEVEN (11) COURSES: TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT: 1) THENCE

NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 51.12 FEET, HAVING A CENTRAL ANGLE OF 23°48'43" AND A CHORD THAT BEARS N. 71°44'37" E. A DISTANCE OF 50.75 FEET; 2) THENCE N. 83°38'58" E. A DISTANCE OF 103.10 FEET TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 63.16 FEET, HAVING A CENTRAL ANGLE OF 20°26'37" AND A CHORD THAT BEARS N. 73°25'39"E. A DISTANCE OF 62.82 FEET; 4) THENCE N. 63°12'21' E. A DISTANCE OF 112.08 FEET TO A POINT OF CURVATURE OF A 173.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE 5) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 218.47 FEET, HAVING A CENTRAL ANGLE OF 72°21'14" AND A CHORD THAT BEARS S.80°37'03"E. A DISTANCE OF 204.24 FEET; 6) THENCE S. 44°26'26" E. A DISTANCE OF 288.17 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE 7) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 169.11 FEET, HAVING A CENTRAL ANGLE OF 78°46'29" AND A CHORD THAT BEARS S.05°03'11"E. A DISTANCE OF 156.10 FEET: 8) THENCE S. 34°20'03" W A DISTANCE OF 294.48 FEET TO A POINT OF CURVATURE OF A 272.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE 9) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 85.69 FEET, HAVING A CENTRAL ANGLE OF 18°03'00" AND A CHORD THAT BEARS S. 25°18'32" W. A DISTANCE OF 85.34 FEET; 10) THENCE S. 16°17'02" W. A DISTANCE OF 162.95 FEET TO A POINT OF CURVATURE OF A 217.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE 11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 106.92 FEET, HAVING A CENTRAL ANGLE OF 28°13'52" AND A CHORD THAT BEARS S. 02°10'06" W. A DISTANCE OF 105.84 FEET MORE OR LESS TO THE NORTHWEST CORNER OF LOT 41 OF SAID THREE FALLS SUBDIVISION PLAT E, THENCE S. 41°01'14" W. A DISTANCE OF 227.63 FEET; THENCE S. 22°18'07" W. A DISTANCE OF 173.66 FEET; THENCE S. 61°15'04" E. A DISTANCE OF 98.13 FEET; THENCE S. 40°29'23" E. A DISTANCE OF 383.15 FEET; THENCE N. 86°32'37" E A DISTANCE OF 290.02 FEET; THENCE S.43°14'13"E. A DISTANCE OF 195.48 FEET; THENCE S.85°08'21"E. A DISTANCE OF 120.08 FEET; THENCE N.58°06'27"E. A DISTANCE OF 110.95 FEET; THENCE N.51°46'43"E. A DISTANCE OF 139.08 FEET; THENCE N.77°24'56"E. A DISTANCE OF 106.40 FEET; THENCE N.75°49'24"E. A DISTANCE OF 74.10 FEET; THENCE S.78°23'54"E. A DISTANCE OF 109.31 FEET; THENCE S.27°38'22"E. A DISTANCE OF 136.42 FEET; THENCE N.62°21'38"E. A DISTANCE OF 525.94 FEET; TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, 85.95 FEET, HAVING A CENTRAL ANGLE OF 27°49'22" AND A CHORD THAT BEARS S.39°12'34"E. A DISTANCE OF 85.11 FEET; THENCE S.06°10'35"E. A DISTANCE OF 340.76 FEET; THENCE N.75°59'31"W. A DISTANCE OF 291.86 FEET; THENCE S.29°26'52"W. A DISTANCE OF 106.29 FEET; THENCE S.30°39'05"E. A DISTANCE OF 39.06 FEET; THENCE S.57°44'01"W. A DISTANCE OF 119.40 FEET; THENCE S.85°09'49"E. A DISTANCE OF 278.53 FEET; THENCE N.78°01'45"E. A DISTANCE OF 169.74 FEET; THENCE S.79°40'07"E. A DISTANCE OF 298.35 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS

TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 54.14 FEET, HAVING A CENTRAL ANGLE OF 56°28'17" AND A CHORD THAT BEARS S.12°24'50"E. A DISTANCE OF 56.77 FEET; THENCE S.22°36'25"W, A DISTANCE OF 75.74 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 120.22 FEET, HAVING A CENTRAL ANGLE OF 56°00'00" AND A CHORD THAT BEARS S.50°36'25"W. A DISTANCE OF 115.49 FEET; THENCE S.78°36'25"W. A DISTANCE OF 100.70 FEET TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 336.00 FEET, HAVING A CENTRAL ANGLE OF 108°45'58" AND A CHORD THAT BEARS S.24°13'26"W. A DISTANCE OF 287.78 FEET THENCE N.87°14'08"E. A DISTANCE OF 14.23 FEET; TO A POINT OF CURVATURE OF A 164.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.01 FEET. HAVING A CENTRAL ANGLE OF 08°00'53" AND A CHORD THAT BEARS S.36°26'47"E. A DISTANCE OF 22.99 FEET: TO A POINT OF CURVATURE OF A 120.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 229.58 FEET. HAVING A CENTRAL ANGLE OF 109°09'39" AND A CHORD THAT BEARS S.14°07'36"W. A DISTANCE OF 196.40 FEET; THENCE S.68°42'25"W. A DISTANCE OF 36.43 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 85.52 FEET. HAVING A CENTRAL ANGLE OF 46°53'31" AND A CHORD THAT BEARS S.45°15'40"W. A DISTANCE OF 83.16 FEET; THENCE S.21°48'55"W. A DISTANCE OF 104.27 FEET TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 6.23 FEET. HAVING A CENTRAL ANGLE OF 04°43'43" AND A CHORD THAT BEARS S.24°10'46"W. A DISTANCE OF 6.23 FEET: THENCE S.26°32'38"W. A DISTANCE OF 98.04 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE 97.57 FEET; HAVING A CENTRAL ANGLE OF 53°29'48" AND A CHORD THAT BEARS S. 00°12'16" E. A DISTANCE OF 94.07 FEET; THENCE S.26°57'10"E. A DISTANCE OF 139.69 FEET; TO A POINT OF CURVATURE OF A 1554.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 43.30 FEET. HAVING A CENTRAL ANGLE OF 01°35'47" AND A CHORD THAT BEARS S.26°09'16"E. A DISTANCE OF 43.30 FEET; THENCE S.25°21'23"E. A DISTANCE OF 5.04 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 88.78 FEET. HAVING A CENTRAL ANGLE OF 48°40'32" AND A CHORD THAT BEARS S.49°41'39"E. A DISTANCE OF 86.13 FEET; THENCE S.40°06'43"E. A DISTANCE OF 13.36 FEET TO A POINT OF CURVATURE OF A 112.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 106.53 FEET. HAVING A CENTRAL ANGLE OF 54°15'17" AND A CHORD THAT BEARS N.73°11'14"E. A DISTANCE OF 102.59 FEET; THENCE N.02°08'13"E. A DISTANCE OF 12.05 FEET TO A

POINT OF CURVATURE OF A 104.50-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 51.08 FEET. HAVING A CENTRAL ANGLE OF 28°00'13" AND A CHORD THAT BEARS N.27°17'34"E. A DISTANCE OF 50.57 FEET; THENCE N.13°17'27"E. A DISTANCE OF 5.17 FEET; TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 45.12 FEET. HAVING A CENTRAL ANGLE OF 34°14'14" AND A CHORD THAT BEARS N.30°24'34"E. A DISTANCE OF 44.45 FEET; THENCE N.47°31'41"E. A DISTANCE OF 210.92 FEET; TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID CURVE, 36.17 FEET. HAVING A CENTRAL ANGLE OF 27°26'56" AND A CHORD THAT BEARS N.61°15'09"E. A DISTANCE OF 35.83 FEET; THENCE N.74°58'37"E. A DISTANCE OF 156.85 FEET; TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE, 160.28 FEET. HAVING A CENTRAL ANGLE OF 96°09'43" AND A CHORD THAT BEARS S.56°56'32"E. A DISTANCE OF 142.12 FEET: THENCE S.08°51'40"E. A DISTANCE OF 107.63 FEET TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 75.12 FEET. HAVING A CENTRAL ANGLE OF 41°11'06" AND A CHORD THAT BEARS S.29°27'13"E. A DISTANCE OF 73.51 FEET; THENCE S. 00°27'52" E. A DISTANCE OF 300.77 FEET; THENCE S. 89°41'32" W. A DISTANCE OF 1.28 FEET; THENCE S. 01°04'49" E. A DISTANCE OF 118.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 7, S. 88°33'17" W. A DISTANCE OF 2717.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 176.745 ACRES OF LAND MORE OR LESS.

Good = 0.02

Boundary description lot 50 good = 0.01

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS.

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 7, AND RUNNING S.88°33'17"W. ALONG THE SECTION LINE A DISTANCE OF 285.18 FEET; THENCE NORTH A DISTANCE OF 1568.12 FEET TO THE REAL POINT OF BEGINNING.

AND RUNNING THENCE S.22°36'25"W, A DISTANCE OF 75.74 FEET TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 120.22 FEET, HAVING A

CENTRAL ANGLE OF 56°00'00" AND A CHORD THAT BEARS S.50°36'25"W. A DISTANCE OF 115.49 FEET; THENCE S.78°36'25"W. A DISTANCE OF 100.70 FEET TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 58.53 FEET, HAVING A CENTRAL ANGLE OF 18°56'49" AND A CHORD THAT BEARS S.69°08'00"W. A DISTANCE OF 58.27 FEET; THENCE N.71°19'22"W. A DISTANCE OF 12.69 FEET; THENCE N.61°26'51"W. A DISTANCE OF 129.62 FEET; THENCE N.12°35'57"E. A DISTANCE OF 223.04 FEET; THENCE N.78°01'45"E. A DISTANCE OF 43.98 FEET; THENCE S.79°40'07"E. A DISTANCE OF 298.35 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 54.14 FEET, HAVING A CENTRAL ANGLE OF 56°28'17" AND A CHORD THAT BEARS S.12°24'50"E. A DISTANCE OF 56.77 FEET TO THE REAL POINT OF BEGINNING

CONTAINING 1 LOT, 83,493 sq.ft. OR 1.92 ACRES OF LAND MORE OR LESS.

Private Open Space A Good = 0.00

THENCE N.41°01'15"E. A DISTANCE OF 288.94 FEET
TO A POINT OF CURVATURE OF A 217.00-FOOT RADIUS non-TANGENT CURVE TO
THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 73.26
FEET. HAVING A CENTRAL ANGLE OF 19°20'33" AND A CHORD THAT BEARS
S.02°16'34"E. A DISTANCE OF 72.91 FEET;

THENCE S.41°01'14"W. A DISTANCE OF 227.63 FEET

THENCE S.22°18'07"W. A DISTANCE OF 173.66 FEET;

THENCE S.61°15'04"E. A DISTANCE OF 98.13 FEET:

THENCE S.40°29'23"E. A DISTANCE OF 383.15 FEET;

THENCE N.86°32'37"E. A DISTANCE OF 290.02 FEET;

THENCE S.43°14'13"E. A DISTANCE OF 195.48 FEET;

THENCE S.85°08'21"E. A DISTANCE OF 120.08 FEET;

THENCE N.58°06'27"E. A DISTANCE OF 110.95 FEET.

THENCE N.51°46'43"E. A DISTANCE OF 139.08 FEET;

THENCE N.77°24'56"E. A DISTANCE OF 106.40 FEET; THENCE N.75°49'24"E. A DISTANCE OF 74.10 FEET;

THENCE S.78°23'54"E. A DISTANCE OF 109.31 FEET;

THENCE S.27°38'22"E. A DISTANCE OF 136.42 FEET;

THENCE N.62°21'38"E. A DISTANCE OF 525.94 FEET;

TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE left; THENCE ALONG THE ARC OF SAID CURVE, 85.95 FEET, HAVING A CENTRAL ANGLE OF 27°49'22" AND A CHORD THAT BEARS S.39°12'34"E. A DISTANCE OF 85.11 FEET:

THENCE S.06°10'35"E. A DISTANCE OF 340.76 FEET;

THENCE N.75°59'31"W. A DISTANCE OF 291.86 FEET:

THENCE S.29°26'52"W. A DISTANCE OF 106.29 FEET;

```
THENCE S.30°39'05"E. A DISTANCE OF 39.06 FEET;
THENCE S.57°44'01"W. A DISTANCE OF 119.40 FEET;
THENCE S.85°09'49"E. A DISTANCE OF 278.53 FEET;
THENCE N.78°01'45"E. A DISTANCE OF 125.76 FEET.
THENCE S.12°35'57"W. A DISTANCE OF 70.80 FEET
THENCE N.83°13'07"W. A DISTANCE OF 326.22 FEET;
THENCE S.88°04'49"W. A DISTANCE OF 281.14 FEET;
THENCE N.56°29'35"W. A DISTANCE OF 437.55 FEET;
THENCE S.50°12'01"W. A DISTANCE OF 204.39 FEET;
THENCE N.87°35'52"W. A DISTANCE OF 269.82 FEET;
THENCE S.63°31'40"W. A DISTANCE OF 282.19 FEET;
THENCE N.56°31'36"W. A DISTANCE OF 57.86 FEET;
THENCE N.42°18'21"W. A DISTANCE OF 120.34 FEET;
THENCE N.27°21'27"W. A DISTANCE OF 80.10 FEET;
THENCE N.12°19'22"E. A DISTANCE OF 116.87 FEET;
THENCE N.77°24'08"W. A DISTANCE OF 58.96 FEET;
THENCE N.10°06'18"W A DISTANCE OF 3.37 FEET;
THENCE N.12°34'11"W. A DISTANCE OF 151.63 FEET;
THENCE N.76°34'37"E. A DISTANCE OF 110.33 FEET;
THENCE N.32°45'54"W. A DISTANCE OF 195.65 FEET;
THENCE N.59°24'02"W. A DISTANCE OF 153.37 FEET;
THENCE N.22°18'07"E. A DISTANCE OF 216.55 FEET:
```

Public Open Space A Good = 0.01

SUBDIVISION, RECORDED SEPTEMBER 16TH, 2015 AS ENTRY NO. 84712:2015 AND MAP FILING NO. 14761 IN THE OFFICE OF THE UTAH COUNTY RECORDER, THE FOLLOWING FOUR (4) COURSES, SAID SOUTHERLY BOUNDARY LINE DEPARTS FROM THE SECTION LINE WITH THE FIRST COURSE:
(1) S. 89°52'28" W. A DISTANCE OF 680.79 FEET,
THENCE (2) S. 89°57'00" W. A DISTANCE OF 832.00 FEET,
THENCE (3) S. 89°36'23" W. A DISTANCE OF 103.65 FEET,
THENCE (4) S. 89°24'50" W. A DISTANCE OF 51.97 FEET,
THENCE S. 39°47'30" W. A DISTANCE OF 230.08 FEET TO THE NORTHERLY LINE OF PUBLIC OPEN SPACE G, AS SHOWN ON SAID THREE FALLS SUBDIVISION;
THENCE, ALONG SAID NORTHERLY LINE N. 43°47'28" W. A DISTANCE OF 113.12 FEET TO THE EASTERLY LINE OF THREE FALLS DRIVE, AS SHOWN ON SAID

AND RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY OF THREE FALLS

THREE FALLS SUBDIVISION, THENCE, ALONG SAID EASTERLY RIGHT OF WAY LINE, THE FOLLOWING FOUR (4) COURSES N. 48°52'15" E. A DISTANCE OF 112.57 FEET, (2)

TO A POINT OF CURVATURE OF A 527.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 60.35 FEET HAVING A CENTRAL ANGLE OF 06°33'41" AND A CHORD THAT BEARS N.45°35'25"E. A DISTANCE OF 60.32 FEET;

THENCE S.89°43'53"E. A DISTANCE OF 84.56 FEET;

THENCE N.62°54'11"E. A DISTANCE OF 58.63 FEET;

THENCE N.08°13'00"E. A DISTANCE OF 190.57 FEET;

THENCE S.89°41'23"E. A DISTANCE OF 50.31 FEET;

THENCE S.14°59'19"E. A DISTANCE OF 216.88 FEET;

THENCE N.68°07'07"E. A DISTANCE OF 30.42 FEET:

THENCE N.46°20'15"E. A DISTANCE OF 276.42 FEET;

THENCE N.46°56'50"E. A DISTANCE OF 228.89 FEET;

THENCE S.79°21'11"E. A DISTANCE OF 262.02 FEET;

THENCE N.41°30'14"E. A DISTANCE OF 218.27 FEET;

THENCE N.20°24'08"E. A DISTANCE OF 547.13 FEET

THENCE N.14°07'37"W. A DISTANCE OF 850.06 FEET.

THENCE N.20°27'35"W. A DISTANCE OF 313.26 FEET;

THENCE N.03°05'20"E. A DISTANCE OF 454.66 FEET;

THENCE N.44°21'45"E. A DISTANCE OF 286.04 FEET;

THENCE N.68°49'39"E. A DISTANCE OF 76.14 FEET;

THENCE N.61°32'19"E. A DISTANCE OF 108.22 FEET:

THENCE N.07°47'50"E. A DISTANCE OF 485.55 FEET

THENCE N.67°13'24"E. A DISTANCE OF 203.03 FEET;

THENCE N.08°42'43"E. A DISTANCE OF 229.40 FEET

TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS non-TANGENT CURVE TO THE RIGHT: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 51.12 FEET, HAVING A CENTRAL ANGLE OF 23°48'43" AND A CHORD THAT BEARS N. 71°44'37" E. A DISTANCE OF 50.75 FEET;

THENCE N. 83°38'58" E. A DISTANCE OF 103.10 FEET

TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE (8) NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 63.16 FEET, HAVING A CENTRAL ANGLE OF 20°26'37" AND A CHORD THAT BEARS N. 73°25'39"E. A DISTANCE OF 62.82 FEET:

THENCE N. 63°12'21' E. A DISTANCE OF 112.08 FEET

TO A POINT OF CURVATURE OF A 173.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE (10) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 218.47 FEET, HAVING A CENTRAL ANGLE OF 72°21'14" AND A CHORD THAT BEARS S.80°37'03"E. A DISTANCE OF 204.24 FEET;

THENCE S. 44°26'26" E. A DISTANCE OF 288.17 FEET

TO A POINT OF CURVATURE OF A 123.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT: THENCE (12) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 169.11 FEET, HAVING A CENTRAL ANGLE OF 78°46'29" AND A CHORD THAT BEARS S.05°03'11"E. A DISTANCE OF 156.10 FEET;

THENCE S. 34°20'03" W A DISTANCE OF 294.48 FEET

TO A POINT OF CURVATURE OF A 272.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE (14) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 85.69 FEET, HAVING A CENTRAL ANGLE OF 18°03'00" AND A CHORD THAT BEARS S. 25°18'32" W. A DISTANCE OF 85.34 FEET;

THENCE S. 16°17'02" W. A DISTANCE OF 162.95 FEET

TO A POINT OF CURVATURE OF A 217.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE (16) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 33.66 FEET, HAVING A CENTRAL ANGLE OF 08°53'19" AND A CHORD THAT BEARS S.

11°50'23" W. A DISTANCE OF 33.63 FEET

THENCE S.41°01'15"W. A DISTANCE OF 288.94 FEET

THENCE S.22°18'07"W. A DISTANCE OF 216.55 FEET;

THENCE S.59°24'02"E. A DISTANCE OF 153.37 FEET;

THENCE S.32°45'54"E. A DISTANCE OF 195.65 FEET;

THENCE S.76°34'37"W. A DISTANCE OF 110.33 FEET;

THENCE S.12°34'11"E. A DISTANCE OF 151.63 FEET;

THENCE S.10°06'18" E. A DISTANCE OF 3.37 FEET;

THENCE S.77°24'08"E. A DISTANCE OF 58.96 FEET;

THENCE S.12°19'22"W. A DISTANCE OF 116.87 FEET;

THENCE S.27°21'27"E. A DISTANCE OF 80.10 FEET;

THENCE S.42°18'21"E. A DISTANCE OF 120.34 FEET;

THENCE S.56°31'36"E. A DISTANCE OF 57.86 FEET:

THENCE N.63°31'40"E. A DISTANCE OF 282.19 FEET;

THENCE S.87°35'52"E. A DISTANCE OF 269.82 FEET;

THENCE N.50°12'01"E. A DISTANCE OF 204.39 FEET;

THENCE S.56°29'35"E. A DISTANCE OF 437.55 FEET;

THENCE N.88°04'49"E. A DISTANCE OF 281.14 FEET;

THENCE S.83°13'07"E. A DISTANCE OF 326.22 FEET;

THENCE S.12°35'57"W. A DISTANCE OF 152.24 FEET;

THENCE S.61°26'51"E. A DISTANCE OF 129.62 FEET:

THENCE S.71°19'22"E. A DISTANCE OF 12.69 FEET;

TO A POINT OF CURVATURE OF A 177.00-FOOT RADIUS non-TANGENT CURVE TO THE LEFT: THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 277.47 FEET, HAVING A CENTRAL ANGLE OF 89°49'09" AND A CHORD THAT BEARS S.14°45'01"W. A DISTANCE OF 249.92 FEET;

THENCE N.87°14'08"E. A DISTANCE OF 14.23 FEET;

TO A POINT OF CURVATURE OF A 164.50-FOOT RADIUS non-TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 23.01 FEET. HAVING A CENTRAL ANGLE OF 08°00'53" AND A CHORD THAT BEARS S.36°26'47"E. A DISTANCE OF 22.99 FEET;

TO A POINT OF CURVATURE OF A 120.50-FOOT RADIUS TANGENT CURVE TO THE right: THENCE ALONG THE ARC OF SAID CURVE, 229.58 FEET. HAVING A CENTRAL ANGLE OF 109°09'39" AND A CHORD THAT BEARS S.14°07'36"W. A DISTANCE OF 196.40 FEET:

THENCE S.68°42'25"W. A DISTANCE OF 36.43 FEET

TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 85.52 FEET. HAVING A CENTRAL ANGLE OF 46°53'31" AND A CHORD THAT BEARS S.45°15'40"W. A DISTANCE OF 83.16 FEET:

THENCE S.21°48'55"W. A DISTANCE OF 104.27 FEET

TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE right: THENCE ALONG THE ARC OF SAID CURVE, 6.23 FEET. HAVING A CENTRAL ANGLE OF 04°43'43" AND A CHORD THAT BEARS S.24°10'46"W. A DISTANCE OF 6.23 FEET:

THENCE S.26°32'38"W. A DISTANCE OF 98.04 FEET

TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE 97.57 FEET; HAVING A CENTRAL ANGLE OF 53°29'48" AND A CHORD THAT BEARS S. 00°12'16" E. A DISTANCE OF 94.07 FEET:

THENCE S.26°57'10"E. A DISTANCE OF 139.69 FEET

TO A POINT OF CURVATURE OF A 1554.00-FOOT RADIUS TANGENT CURVE TO THE right: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 43.30 FEET. HAVING A CENTRAL ANGLE OF 01°35'47" AND A CHORD THAT BEARS S.26°09'16"E. A DISTANCE OF 43.30 FEET;

THENCE S.25°21'23"E. A DISTANCE OF 5.04 FEET

TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 88.78 FEET. HAVING A CENTRAL ANGLE OF 48°40'32" AND A CHORD THAT BEARS S.49°41'39"E. A DISTANCE OF 86.13 FEET;

THENCE S.40°06'43"E. A DISTANCE OF 13.36 FEET

TO A POINT OF CURVATURE OF A 112.50-FOOT RADIUS non-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 106.53 FEET. HAVING A CENTRAL ANGLE OF 54°15'17" AND A CHORD THAT BEARS N.73°11'14"E. A DISTANCE OF 102.59 FEET;

THENCE N.02°08'13"E. A DISTANCE OF 12.05 FEET

TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS non-TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 51.08 FEET. HAVING A CENTRAL ANGLE OF 28°00'13" AND A CHORD THAT BEARS N.27°17'34"E. A DISTANCE OF 50.57 FEET:

THENCE N.13°17'27"E. A DISTANCE OF 5.17 FEET

TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE right: THENCE ALONG THE ARC OF SAID CURVE, 45.12 FEET. HAVING A CENTRAL ANGLE OF 34°14'14" AND A CHORD THAT BEARS N.30°24'34"E. A DISTANCE OF 44.45 FEET:

THENCE N.47°31'41"E. A DISTANCE OF 210.92 FEET

TO A POINT OF CURVATURE OF A 75.50-FOOT RADIUS TANGENT CURVE TO THE right: THENCE ALONG THE ARC OF SAID CURVE, 36.17 FEET. HAVING A CENTRAL ANGLE OF 27°26'56" AND A CHORD THAT BEARS N.61°15'09"E. A DISTANCE OF 35.83 FEET:

THENCE N.74°58'37"E. A DISTANCE OF 156.85 FEET

TO A POINT OF CURVATURE OF A 95.50-FOOT RADIUS TANGENT CURVE TO THE right: THENCE ALONG THE ARC OF SAID CURVE, 160.28 FEET. HAVING A CENTRAL ANGLE OF 96°09'43" AND A CHORD THAT BEARS S.56°56'32"E. A DISTANCE OF 142.12 FEET;

THENCE S.08°51'40"E. A DISTANCE OF 107.63 FEET

TO A POINT OF CURVATURE OF A 104.50-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 75.12 FEET. HAVING A CENTRAL ANGLE OF 41°11'06" AND A CHORD THAT BEARS S.29°27'13"E. A DISTANCE OF 73.51 FEET;

THENCE S. 00°27'52" E. A DISTANCE OF 300.77 FEET;

THENCE S. 89°41'32" W. A DISTANCE OF 1.28 FEET;

THENCE S. 01°04'49" E. A DISTANCE OF 118.95 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 7, S. 88°33'17" W. A DISTANCE OF 2717.08 FEET TO THE POINT OF BEGINNING.

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Public Hearing – Plat Amendment – Three Falls Plat J

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Kyle Spencer representing Rob Bay

ACTION REQUESTED BY PETITIONER: Approve the Plat Amendment

BACKGROUND INFORMATION:

The Three Falls Subdivision Plat J consists of 1 lot on 2.16 acres. The property is located at 717 East Three Falls Drive, and in the CE-5 zone. The proposed plat would vacate and amend Lot 46 of Three Falls Subdivision Plat E. The primary reason for the plat amendment is to adjust boundaries between the lot and private open space, which in turn will adjust boundaries with public open space.

STAFF RECOMMENDATION:

Approve the plat amendment as proposed.

SAMPLE MOTION TO APPROVE

I move to recommend approval of Three Falls Subdivision Plat J with the following conditions:

- Prior to recording the Developer:
 - o Address the redlines on the plat and plans.
 - Receive a letter of approval from the Three Falls Architectural Review Committee for the new proposed boundaries.

SAMPLE MOTION TO TABLE

I move to table Three Falls Subdivision Plat J based on the following:

• **INSERT FINDING**



ALPINE CITY STAFF REPORT

November 12, 2021

To: Alpine City Planning Commission & City Council

From: Staff

Prepared By: Austin Roy, City Planner

Planning & Zoning Department

Jed Muhlestein, City Engineer

Engineering & Public Works Department

RE: THREE FALLS SUBDIVISION PLAT J

Applicant: Kyle Spencer representing Rob Bay

Project Location: 717 East Three Falls Drive

Zoning: CE-5 Zone Acreage: 2.16 Acres

Lot Number & Size: 1 lot at 94,042 Square Feet

Request: Recommend and approve the amended plat

SUMMARY

The Three Falls Subdivision Plat J consists of 1 lot on 2.16 acres. The property is located at 717 East Three Falls Drive, and in the CE-5 zone. The proposed plat would vacate and amend Lot 46 of Three Falls Subdivision Plat E. The primary reason for the plat amendment is to adjust boundaries between the lot and private open space, which in turn will adjust boundaries with public open space.

BACKGROUND

The plat in the packet shows the property as "Three Falls Subdivision Plat "H"", however, there is another plat being proposed which already is using this name. Staff has recommended and redlined the plat to be renamed as "Three Falls Subdivision Plat "J"". The City has an existing trail which runs just east of the property. The proposed boundary adjustments would do away with a strip of private open space, increasing the width of lot 46 and be adjusted so that the existing trail is in public open space.

ANALYSIS

Lot Width and Area

Staff Report Three Falls Plat J

The proposed plat amendment does not significantly change or alter the width or area of the lot. Overall lot area is increased. The lot meets minimum requirements of the zone and PRD.

Use

The use of the lot is not changing with the plat amendment. Single family dwellings are a permitted use in the zone

Sensitive Lands (Wildland Urban Interface)

The property is in sensitive lands. Wildland Urban Interface requirements will apply to all structures to be built on the property.

Trails

The trail runs directly east of the property and abuts the property line at a couple of switchbacks. The trail committee has reviewed the plat and sees no issue with the boundary adjustment impacting the existing trail.

General Plan

The proposed plat amendment does away with some private open space, however no significant changes are made to the City open space. As mentioned above, the adjacent trail will now be on City open space following the boundary line adjustment. The proposed plat appears to be compatible with the General Plan.

Other

None.

REVIEWS

PLANNING AND ZONING DEPARTMENT REVIEW

The analysis section in the body of this report serves as the Planning and Zoning Department review.

ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW

This section constitutes the engineering review for the Three Falls Subdivision Plat J. There are a few minor remaining redline comments that need corrected and approved by Staff prior to recording.

Lots

The lot contains the appropriate amount of space and frontage for the zone, based on the average slope of the lot as defined in section 3.03.040 of the Development Code.

Natural Hazards

Sensitive Lands. The proposed development falls within the Geologic Hazards Overlay Zone which has areas identified as having the potential for rockfall, slide, and debris flows. Rockfall, debris flow, and slides were reviewed and, in each instance, were shown to have a low risk for such an event. Buildable areas have been restricted where steeper slopes reside.

Other

There are some minor redlines to correct on the plans and plat.

NOTICING

Notice has been properly issued in the manner outlined in City and State Code

STAFF RECOMMENDATION

Review staff report and findings and make a motion to <u>approve or table</u> the proposed plat amendment. Findings are outlined below.

Findings for a Positive Motion:

A. The proposed plat meets ordinance.

Findings for a Motion to Table:

A. None.

MODEL MOTIONS

SAMPLE MOTION TO APPROVE

I move to recommend approval of Three Falls Subdivision Plat J with the following conditions:

- Prior to recording the Developer:
 - o Address the redlines on the plat and plans.
 - Receive a letter of approval from the Three Falls Architectural Review Committee for the new proposed boundaries.

SAMPLE MOTION TO TABLE

I move to table Three Falls Subdivision Plat J based on the following:

• **INSERT FINDING**

SURVEYOR'S CERTIFICATE THREE FALLS SUBDIVISION PLAT "H" KENNETH E. BARNEY, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER LOCATED IN THE NW 1/4 OF SECTION 7, T4S, R2E, SLB&M AND 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE (24"x36") ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 172762. I FURTHER CERTIFY THA BEING A VACATION OF LOTS 46, OF THREE FALLS SUBDIVISION SCALE 1" = 100'BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND PLAT "E" SEPTEMBER 2019 AND PRIVATE OPEN SPACE E, AND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF (11"x17") LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PUBLIC OPEN SPACE H OF THREE FALLS SUBDIVISION PLAT "G" PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, SCALE 1" = 200'JTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD N89°46'44"E 2660.38' FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT. -N0°15'23"W 122.83' PUBLIC OPEN SPACE H (DEDICATED TO ALPINE CITY) KENNETH E. BARNEY, P.L.S S87'33'22"E 277.99 N67°48'53"W 102.85' .1264232 sq. ft. 29.02 ac. N87°33'22"W 251.17' NO'15'51"W 41.33-OWNER'S DEDICATION KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE **∽**Ś63°12'21"W 16.84'√ -S015'51"E 20.39' SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED _N6°45'13"W 51.01 THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND D HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC. CURVE TABLE IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS CURVE | LENGTH | RADIUS | CHORD DIST. | CHORD BRG. | DELTA -APPROXIMATE LOCATION N23°36'11"W | 121°36'38' OF EXISTING TRAIL C1 | 127.39' | 60.00' C2 | 54.28' | 60.00' N11°17'06"E 51°50'01' 52.**4**5' C3 | 62.94' | 60.00' N44°40'50"W 60°06'14" 60.09' 10.13' 60.00' 10.12' N79*34'58"W 9*40'36" N7°28'15"W 24°41'38" 32.32' 75.00' 32.07 **ACKNOWLEDGMENT** 104.10' 90.00' N46°52'42"E 66°16'16" STATE OF UTAH } s.s. 147.62' 60.00' 113.10' N9°31'55"E | 140°57'51" C8 | 246.14' | 99.91' N9'32'38"E | 141'09'04" 188.45' ON THIS ______ DAY OF _____, IN THE 20 ,BEFORE ME,_____, PERSONALLY APPEARED , IN THE YEAR THREE FALLS RIDGE N83°31'54"W 66°31'30" C9 | 263.57' | 227.00' 249.01' ROBERT BAY & KATHARINE BAY, AS TRUSTEE OF THE BAY FAMILY TRUST, [NAME OF TRUST] UNDER TRUST INSTRUMENT DATED U/A/O AUGUST 1, 2019, WHO ACKNOWLEDGED TO ME THAT HE OR SHE EXECUTED IT IN SUCH N29'05'16"E 41.55-ALPINE COVE DRIVE-S76'49'40"E 248.86 VICINITY MAP CAPACITY WITH AUTHORITY TO DO SO. S85°30'21"W S89°06'45"E 240.45 20.00' PUBLIC N71°48'12"W 192.31' 195.70' NOTARY PUBLIC EASEMENT IN PRIVATE NOTARY FULL NAME A NOTARY COMMISSIONED IN UTAH OPEN SPACE N89°06'45"W 256.80' `_S57°20'15"W 183.80' N1°39'04"E 122.49'— COMMISSION NUMBER MY COMMISSION EXPIRES √N76°48'26"W 206.31' 259298 sq.ft. 5.95 ac. <u>S88°53'42"</u>E 319.21' 57 ACCEPTANCE BY LEGISLATIVE BODY LINE TABLE APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF PUBLIC OPEN SPACE D ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR LINE | LENGTH | DIRECTION PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS L1 83.29' N88*25'44"W DAY OF_____ A.D. 20___. N12°38'33"E 188.88'— L2 94.80' S18'48'21"W S85°21'50"W 438.65' CITY MAYOR -N80°00'5Ó"E 54.40 L3 | 66.31' | S11°32'12"W -S46'42'09"W 23.68 CITY COUNCIL -S58°09'29"W 76.08' N19°48'53"W 45.29'-CITY ENGINEER -N3°01'00"W 28.51 10.00' P.U.E. **LEGEND** 45 34 N7512'58"E 36.25-S32°50'14"E 118.35 10.00' P.U.E. PLANNING COMMISSION APPROVAL FOUND BRASS CAP (TYP) SET 5/8" IRON PIN __A.D. 20____, BY THE ALPINE CITY APPROVED THIS___ 94042 sq. ft. PLANNING COMMISSION. 2.16 ac. CALCULATED POINT, NOT SET BUILDING PROPERTY BOUNDARY CHAIRMAN PLANNING COMMISSION DIRECTOR SECRETARY ENVELOPE (TYP) \20.00' PUBLIC APPROVAL AS TO FORM CENTERLINE ACCESS EASEMENT IN FAVOR OF ALPINE CITY APPROVED THIS _____DAY OF _____ ____ A.D. 20____, RIGHT-OF-WAY LINE _N2**°**09'09"W 26.74 LOT LINE SECTION LINE CITY ATTORNEY _____ APPROXIMATE LOCATION OF -BUILDING ENVELOPE EXISTING TRAIL EASEMENT _____ EXISTING DEED LINE THREEFALLS THREE FALLS SUBDIVISION PRIVATE OPEN SPACE PUBLIC OPEN SPACE PLAT "H" LOCATED IN THE NW 1/4 OF SECTION 7, T4S, R2E, SLB&M AND BEING A VACATION OF LOTS 46, OF THREE FALLS SUBDIVISION SOUTH QUARTER CORNER SECTION 7 TOWNSHIP 4 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN PLAT "E" SEPTEMBER 2019 AND PRIVATE OPEN SPACE E, AND PUBLIC OPEN SPACE H OF THREE FALLS SUBDIVISION PLAT "G" (FOUND 2.5" BRASS CAP) SOUTHWEST CORNER SECTION 7 TOWNSHIP 4 SOUTH, RANGE 2 EAST SALT LAKE BASE & MERIDIAN \$1.3 717 EAST THREE FALLS DRIVE (BASIS OF BEARING) ALPINE CITY __ UTAH COUNTY, UTAH SCALE: 1" = 100 FEET NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL SURVEYOR'S SEAL ENGINEERING-LAND PLANNING CONSTRUCTION MANAGEMENT 1040 E. 800 N.

K: $\sqrt{3-18-049-00}$ three falls \CAD\Final\Final Plat\FINAL PLAT H-1 10-25-2021.dwg 11/3/2021 3:31 PM

OREM, UTAH 84097 (801) 802-8992

BOUNDARY DESCRIPTION OF PLAT "H" THREE FALLS SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS"

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 7, AND RUNNING N. 00°27'52" W. A DISTANCE OF 2535.34 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF PUBLIC OPEN SPACE H OF THREE FALLS SUBDIVISION PLAT "G", SAID POINT BEING THE POINT OF BEGINNING.

AND RUNNING THENCE N. 88°25'44" W. A DISTANCE OF 83.29 FEET, THENCE S. 18°48'21" W. A DISTANCE OF 94.80 FEET, THENCE S. 11°32'12" W. A DISTANCE OF 66.31 FEET, THENCE N. 52°47'56" W. A DISTANCE OF 222.00 FEET, TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 127.35 FEET, HAVING A CENTRAL ANGLE OF 121°36'38" AND A CHORD THAT BEARS N. 23°36'11" W. A DISTANCE OF 104.76 FEET; TO A POINT OF CURVATURE OF A 75.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 32.32 FEET, HAVING A CENTRAL ANGLE OF 24°41'38" AND A CHORD THAT BEARS N. 07°28'15" W. A DISTANCE OF 32.07 FEET; THENCE N. 19°49'05" W. A DISTANCE OF 284.78 FEET; THENCE N. 19°48'53" W. A DISTANCE OF 45.29 FEET; TO A POINT OF CURVATURE OF A 90.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 104.10 FEET, HAVING A CENTRAL ANGLE OF 66°16'16" AND A CHORD THAT BEARS N. 46°52'42" E. A DISTANCE OF 98.39 FEET; THENCE N.80°00'50"E. A DISTANCE OF 273.48 FEET TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 147.62 FEET. HAVING A CENTRAL ANGLE OF 140°57'51" AND A CHORD THAT BEARS N.09°31'55"E. A DISTANCE OF 113.10 FEET; THENCE N.60°57'00"W. A DISTANCE OF 310.79 FEET THENCE S.85°30'21"W. A DISTANCE OF 195.70 FEET; THENCE S.57°20'15"W. A DISTANCE OF 183.80 FEET; THENCE N.89°06'45"W. A DISTANCE OF 256.80 FEET; THENCE N.76°48'26"W. A DISTANCE OF 206.31 FEET; THENCE S.29°05'16"W. A DISTANCE OF 294.01 FEET; THENCE S. 85°21'50" W. A DISTANCE OF 438.65 FEET, THENCE S. 58°09'29" W. A DISTANCE OF 76.08 FEET, THENCE N. 12°38'33" E. A DISTANCE OF 188.89 FEET; THENCE S. 88°53'42" E. A DISTANCE OF 319.21 FEET, THENCE N. 01°39'04" E. A DISTANCE OF 122.49 FEET, THENCE N. 71°48'12" W. A DISTANCE OF 192.31 FEET, THENCE N. 14°43'28" E. A DISTANCE OF 225.35 FEET; THENCE N. 32°36'16" W. A DISTANCE OF 321.01 FEET, THENCE N. 87°33'22" W. A DISTANCE OF 251.17 FEET, THENCE S. 75°20'16" W. A DISTANCE OF 306.29 FEET, THENCE S. 00°15'51" E. A DISTANCE OF 20.39 FEET, TO A POINT OF CURVATURE OF A 227.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 263.57 FEET, HAVING A CENTRAL ANGLE OF 66°31'30" AND A CHORD THAT BEARS N. 83°31'54" W. A DISTANCE OF 249.01 FEET; THENCE S. 63°12'21" W. A DISTANCE OF 16.84 FEET; THENCE N. 06°45'13" W. A DISTANCE OF 51.01 FEET; THENCE N. 67°48'53" W. A DISTANCE OF 102.85 FEET; THENCE N. 00°15'23" W. A DISTANCE OF 122.83 FEET MORE OR LESS TO THE BOUNDARY LINE OF THREE FALLS SUBDIVISION PLAT E SAID LINE ALSO DEFINED AS THE 40-ACRE LINE OF SECTION 7, RANGE 2 EAST, THENCE, ALONG SAID BOUNDARY LINE OF THREE FALLS SUBDIVISION PLAT E, THE FOLLOWING TWO (2) COURSES: (1) N. 89°46'44" E. A DISTANCE OF 2660.38 FEET TO THE CENTER QUARTER SECTION LINE; THENCE ALONG SAID LINE (2) S. 00°27'52" E. A DISTANCE OF 1406.14 FEET: TO THE POINT OF BEGINNING.

Development Notes:

- 1- Prior plat superseded. This plat, when recorded, shall supersede any prior plat covering the same property.
- 2- Development agreement. This Three Falls subdivision (the "project") is subject to that certain subdivision and improvement agreement, executed and dated March 31, 2015 (the "development agreement") between Alpine City (the "city") and developer Three Falls Development, Inc. ("declarant").
- 3- Governing documents for the project. Project documents, including, specifically, a declaration of covenants, conditions, and restrictions for Three Falls (the "declaration"), bylaws for the Three Falls homeowners association ("bylaws"), and the Three Falls design guidelines (the "design guidelines") have been prepared by the declarant and shall govern the project (the foregoing documents, together with this plat are, collectively, the "governing documents"). Additionally, the declarant has or will establish a homeowners association (the "association") consistent with the declaration to operate in accordance with the bylaws to enforce the covenants and restrictions in the governing documents and to maintain the common areas and facilities (as defined in the declaration) for the benefit of the project lot owners and the project.
- 4- Each lot in this plat has a building activity envelope location designated by the declarant. Excluding driveways and/or cuts and fill by the declarant for the purpose of construction project roadways or other uses permitted by the governing documents, all improvements must remain in this envelope. Purchasers of any lots within the project are directed to the declaration and design guidelines for further information regarding building activity envelope locations, restrictions, and allowances. Other than authorized association or declarant personnel, no motorized vehicles may be operated on any lot in this plat outside of the building activity envelope or driveway corridor.
- 5- Roads. In accordance with the development agreement, certain improvements to Fort Canyon Road, internal roads, and the secondary access road reflected hereon (Mountain Park Road) have been or will be constructed by the declarant, and said improvements shall be and hereby are dedicated to the city and all maintenance thereof shall be the responsibility of the city. Roads within the project, as identified in this plat, shall be and hereby are dedicated to the city as public roadways and all maintenance thereof shall be the responsibility of the city.
- 6- Certain lots and open spaces in Three Falls contain a cut/fill slope easement for the subdivision's roadways. The easement is necessary for the construction and maintenance of the roadways within the subdivision. This easement is for the benefit of Alpine City. Lot owners may not alter or affect this easement in any way unless expressly authorized by the Three Falls design review committee and Alpine City.
- 7- The total amount of irrigated landscaping shall not exceed one (1) acre.
- 8- Association responsibility for certain other improvements. The declarant has or may construct and/or install gatehouse gates, emergency gates, monument entry features, signage, and landscaping around the public trailhead within the project, not inconsistent with the governing documents (collectively, the "improvements"). Such improvements shall be included in the common areas and facilities, as defined in the declaration, and shall be privately owned and maintained by the association. Maintenance of any private driveway entry feature constructed on a lot in this project shall be the
- 9- PURSUANT TO UTAH CODE 10-9A-604(D), public open space, public trail easement, public trailhead, indemnification. All public open space (including the public trails thereon) (the "public open space"), as shown on this plat, shall be and hereby is dedicated to Alpine City for the use and enjoyment of the public during hours of operation pursuant to Alpine City park and open space ordinances. The declarant has or will construct a public trailhead (consisting of a restroom facility and parking) not inconsistent with this plat or the development agreement. The public open space and the hardscape portion of the public trailhead (specifically, the restroom facilities and parking areas) shall be and hereby are dedicated to the city and all maintenance of the public open space and hardscape portions of the public trailhead shall be the responsibility of the city. Additionally, the declarant has or will construct a public trail through a portion of the private open space as reflected on this plat. A public trail easement, as shown on this plat, shall be and hereby is established for the use and enjoyment of the public. Consistent with the development agreement, the landscaped area around the public trail head shall be privately owned by the association and maintenance thereof shall be the responsibility of the association. Notwithstanding anything herein to the contrary, the city acknowledges and agrees that it shall indemnify and hold harmless, the declarant, the association, and lot owners within the project, from and against any and all claims and liabilities of any type or nature arising from or in any way connected to the use of the public open space, the public trails, the public trail easement, and/or the public trailhead by the public or any member thereof.
- 9B- Pursuant to Utah Code 10-9a-604(D), The owner hereby conveys the private Open space Areas as indicated hereon to the Three falls home owner's Association, a Utah nonprofit Corporation with a registered address of 2085 n. three falls drive Alpine, ut. 84004.
- 10- Utility easements subject to the public trail easement, liability for damage to open space or public trail. Any public utility easement ("PUE") established by and/or reflected on this plat or by the declaration is subject to the public trail easement shown hereon. Any damage to the public open space, public trail, or public trailhead within the project or any portions thereof caused by a utility provider shall be the responsibility of that utility provider to repair, at its sole expense, and restore the damaged area substantially the same condition as existed immediately prior to the damage, as determined by city, in its discretion. Similarly, any damage to the public open space, public trail, or public trailhead within the project, or any portion thereof, caused by any owner of a lot within the project shall be the responsibility of that lot owner to repair, at the lot owner's sole expense, and restore the damaged area to substantially the same condition as existed immediately prior to the damage, as determined by the city, in its discretion.
- 11- Non-combustible roofing material required: roofing materials for dwellings and any out buildings must be non-combustible and approved by the Three Falls design review committee. No wood shake roofing material will be permitted.
- 12- Compliance with sensitive land ordinance. All lot owners must comply with the city's sensitive lands ordinance.
- 13- Building permits. Pursuant to the development agreement, the declarant has or will construct and/or install certain required public improvements including water, sewer, and storm drains (collectively, the "public improvements"). Building permit for any lot within the project will not be issued from the city until such time as the public improvements have been completed by the declarant in accordance with city ordinance, standards, and
- 14- Building height restrictions, lot restrictions. All lots within the project are subject to the requirements and restrictions set forth in the declaration, design guidelines, and to city ordinances. In no event shall the height of any building within the project exceed the maximum 34 feet allowed by city standards. Lots 7, 8, 9, 10, and 16 have restrictions placed upon them by the declarant. Purchasers of any of these additionally restricted lots are directed to the design guidelines for the specific additional restrictions.
- 15- Utility easements. Public utility providers shall have the right to install, maintain, and operate their respective utility lines, pipes, conduits, cables, and/or equipment (all of the foregoing individually or collectively a "utility line") above and below ground within the PUE, as may be necessary or desirable in providing utility services within the project and to the individual lots identified herein. PUEs include a right of access to and a right to require removal of any obstructions including structures, trees, and vegetation that may be located within the public utility easement located on a lot. A utility provider may require the lot owner to remove all structures within the PUE at the lot owner's expense. At no time may any permanent structures or other obstruction which interferes with the use of the PUE be placed within the PUE without the prior written approval of the utility provider having a utility line in the PUE.
- 16- Service districts. Three Falls is served by or included within the boundaries of Alpine City, Timpanogos Special Service District, North Utah County Water Conservancy District, Wasatch Mental Health Special Service District, North Utah Valley Animal Shelter Special Service District, and Utah Valley Dispatch Special Service District. All lots are subject to assessments and fees of the foregoing district(s).
- 17- Private open space. The private open space, as reflected on this plat, less and excepting public trail easement reflected thereon, (the "private open space") is for the exclusive use and enjoyment of the project lot owners. The private open space shall be maintained by the association and the maintenance thereof shall be the responsibility of the association. Notwithstanding, any damage to any private open space or portion thereof caused by any construction, landscaping on a lot, or other improvement to the lot may be repaired by the association and the damaged portion of the private open space restored to substantially the same condition as existed immediately prior to the damage and the cost for such repair and/or restoration may be assessed to the responsible lot owner as a special assessment as provided in the declaration. Notwithstanding anything to the contrary contained herein, the declarant retains the right to construct and/or install private trails within the boundaries of the private open space. Other than authorized city, association, or declarant personnel, no motorized vehicles are allowed on the private or public trails.
- 18- Declarant rights retained, permanent drainage, and other easements. The declarant retains permanent easements throughout the project for drainage, natural drainage ways, trails, utilities, and other matters which may affect portions of lots outside of the area of the lot covered by residential improvements and outside of the right-of-way. These easements are in addition to easements identified on this plat. Natural drainage ways and storm drainage culverts, inlets, and discharges exist within the project. Except in connection with installation of driveways and utilities to the building envelope, lot owners may not impede or otherwise alter any of these drainage systems. Driveway and utility installation require prior written approval of the Three Falls design review committee. Declarant also reserves permanent easements across the portions of lots along roadways and outside of the right-of-way corridor for the maintenance and protection of cut and fill slopes, drainages, culverts, rip rap, and any other permanent roadway or drainage appurtenance. Access to lots within the project may be affected by cut and fill slopes or walls required for the roads. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes.
- 19- Geotechnical. Purchasers of any lot within the project are directed to the geotechnical reports prepared by Bear West dated November 2003, titled "Three Falls Ranch Development Environmental Study Final Report", and Intermountain Geoenvironmental Services, Inc. dated July 20, 2005, titled "Landslide Investigation Three Falls Ranch Alpine, Utah", and Western Geologic, LLC dated September 7, 2004, titled "Geologic Hazards Evaluation Three Falls Ranch", and Western Geologic, LLC dated December 17, 2004, titled "Supplemental Surface Fault Rupture Hazard Study, Three Falls Ranch". Wherein each lot is required to provide a lot specific geotechnical/geologic study prior to obtaining building permit. These reports identify existing surface and subsurface conditions and geologic conditions, including faults, present in areas within the project.
- 20- Stream corridors. No alteration of any stream or stream bed shown on this plat may occur without design review committee and all state and local jurisdiction approvals.

| | NO. | REVISIONS | DATE BY APP. | BY | APP. |
|----------|---------|---|--------------|----------|---------|
| | | | | | |
| 7 | | | | | |
| <u> </u> | | | | | |
| | | | | | |
| Ä | 3-18-04 | K:\0 -18-049-00 three falls\CAD\Fina\Fina\Final Plat\FINAL PLAT H-2 10-25-2021.dwg 10/26/2021 4:28 PM | 21.dwg 10/ | /26/2021 | 4:28 PM |



S THREE IVISIO DIVI

UB

S

FINAL

3-18-049

BOUNDARY DESCRIPTION OF PLAT "H" THREE FALLS SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS"

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 7, AND RUNNING N. 00°27'52" W. A DISTANCE OF 2535.34 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF PUBLIC OPEN SPACE H OF THREE FALLS SUBDIVISION PLAT "G", SAID POINT BEING THE POINT OF BEGINNING.

AND RUNNING THENCE N. 88°25'44" W. A DISTANCE OF 83.29 FEET,

THENCE S. 18°48'21" W. A DISTANCE OF 94.80 FEET,

THENCE S. 11°32'12" W. A DISTANCE OF 66.31 FEET,

THENCE N. 52°47'56" W. A DISTANCE OF 222.00 FEET,

TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 127.35 FEET, HAVING A CENTRAL ANGLE OF 121°36'38" AND A CHORD THAT BEARS N. 23°36'11" W. A DISTANCE OF 104.76 FEET;

TO A POINT OF CURVATURE OF A 75.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 32.32 FEET, HAVING A CENTRAL ANGLE OF 24°41'38" AND A CHORD THAT BEARS N. 07°28'15" W. A DISTANCE OF 32.07 FEET;

THENCE N. 19°49'05" W. A DISTANCE OF 284.78 FEET;

THENCE N. 19°48'53" W. A DISTANCE OF 45.29 FEET;

TO A POINT OF CURVATURE OF A 90.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 104.10 FEET, HAVING A CENTRAL ANGLE OF 66°16'16" AND A CHORD THAT BEARS N. 46°52'42" E. A DISTANCE OF 98.39 FEET;

THENCE N.80°00'50"E. A DISTANCE OF 273.48 FEET

TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 147.62 FEET. HAVING A CENTRAL ANGLE OF 140°57'51" AND A CHORD THAT BEARS N.09°31'55"E. A DISTANCE OF 113.10 FEET;

THENCE N.60°57'00"W. A DISTANCE OF 310.79 FEET

THENCE S.85°30'21"W. A DISTANCE OF 195.70 FEET;

THENCE S.57°20'15"W. A DISTANCE OF 183.80 FEET;

THENCE N.89°06'45"W. A DISTANCE OF 256.80 FEET;

THENCE N.76°48'26"W. A DISTANCE OF 206.31 FEET;

THENCE S.29°05'16"W. A DISTANCE OF 294.01 FEET;

THENCE S. 85°21'50" W. A DISTANCE OF 438.65 FEET,

THENCE S. 58°09'29" W. A DISTANCE OF 76.08 FEET,

THENCE N. 12°38'33" E. A DISTANCE OF 188.89 FEET;

THENCE S. 88°53'42" E. A DISTANCE OF 319.21 FEET,

THENCE N. 01°39'04" E. A DISTANCE OF 122.49 FEET,

THENCE N. 71°48'12" W. A DISTANCE OF 192.31 FEET,

THENCE N. 14°43'28" E. A DISTANCE OF 225.35 FEET;

THENCE N. 32°36'16" W. A DISTANCE OF 321.01 FEET,

THENCE N. 87°33'22" W. A DISTANCE OF 251.17 FEET,

THENCE S. 75°20'16" W. A DISTANCE OF 306.29 FEET,

THENCE S. 00°15'51" E. A DISTANCE OF 20.39 FEET,

TO A POINT OF CURVATURE OF A 227.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 263.57 FEET, HAVING A CENTRAL ANGLE OF 66°31'30" AND A CHORD THAT BEARS N. 83°31'54" W. A DISTANCE OF 249.01 FEET;

THENCE S. 63°12'21" W. A DISTANCE OF 16.84 FEET;

THENCE N. 06°45'13" W. A DISTANCE OF 51.01 FEET;

THENCE N. 67°48'53" W. A DISTANCE OF 102.85 FEET;

THENCE N. 00°15'23" W. A DISTANCE OF 122.83 FEET MORE OR LESS TO THE BOUNDARY LINE OF THREE FALLS SUBDIVISION PLAT E SAID LINE ALSO DEFINED AS THE 40-ACRE LINE OF SECTION 7, RANGE 2 EAST, THENCE, ALONG SAID BOUNDARY LINE OF THREE FALLS SUBDIVISION PLAT E, THE FOLLOWING TWO (2) COURSES: (1) N. 89°46'44" E. A DISTANCE OF 2660.38 FEET TO THE CENTER QUARTER SECTION LINE; THENCE ALONG SAID LINE (2) S. 00°27'52" E. A DISTANCE OF 1406.14 FEET; TO THE POINT OF BEGINNING.

Good = 0.03

Private Open Space E Good = 0.03

THENCE N.00°15'51"W. A DISTANCE OF 41.33 FEET

THENCE N.75°20'38"E. A DISTANCE OF 302.04 FEET;

THENCE S.87°33'22"E. A DISTANCE OF 277.99 FEET;

THENCE S.32°36'16"E. A DISTANCE OF 344.86 FEET;

THENCE S.23°53'10"E. A DISTANCE OF 217.51 FEET;

THENCE S.76°49'40"E. A DISTANCE OF 248.86 FEET; THENCE N.29°05'16"E. A DISTANCE OF 41.55 FEET.

THENCE S.76°48'26"E. A DISTANCE OF 232.17 FEET

THENCE S.89°06'45"E. A DISTANCE OF 240.45 FEET;

THENCE N.57°20'15"E. A DISTANCE OF 181.78 FEET;

THENCE N.85°30'21"E. A DISTANCE OF 217.77 FEET;

THENCE S.60°57'00"E. A DISTANCE OF 322.79 FEET;

TO A POINT OF CURVATURE OF A 99.91-FOOT RADIUS TANGENT CURVE TO THE right: THENCE ALONG THE ARC OF SAID CURVE, 246.14 FEET. HAVING A CENTRAL ANGLE OF 141°09'04" AND A CHORD THAT BEARS S.09°32'38"W. A DISTANCE OF 188.45 FEET; THENCE S.80°00'50"W. A DISTANCE OF 54.40 FEET;

```
THENCE S.46°42'09"W. A DISTANCE OF 23.68 FEET:
THENCE S.76°37'43"W. A DISTANCE OF 261.02 FEET;
THENCE S.03°01'00"E. A DISTANCE OF 28.51 FEET;
THENCE S.19°49'05"E. A DISTANCE OF 295.75 FEET:
THENCE S.02°09'09"E. A DISTANCE OF 26.74 FEET
TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS TANGENT CURVE TO THE LEFT:
THENCE ALONG THE ARC OF SAID CURVE, 10.13 FEET. HAVING A CENTRAL ANGLE OF
09°40'36" AND A CHORD THAT BEARS N.79°34'58"W. A DISTANCE OF 10.12 FEET;
TO A POINT OF CURVATURE OF A 75.00-FOOT RADIUS NON-TANGENT CURVE TO THE
LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 32.32 FEET, HAVING
A CENTRAL ANGLE OF 24°41'38" AND A CHORD THAT BEARS N. 07°28'15" W. A DISTANCE
OF 32.07 FEET;
THENCE N. 19°49'05" W. A DISTANCE OF 284.78 FEET;
THENCE N. 19°48'53" W. A DISTANCE OF 45.29 FEET;
TO A POINT OF CURVATURE OF A 90.00-FOOT RADIUS non-TANGENT CURVE TO THE right;
THENCE ALONG THE ARC OF SAID CURVE, 104.10 FEET, HAVING A CENTRAL ANGLE OF
66°16'16" AND A CHORD THAT BEARS N.46°52'42"E. A DISTANCE OF 98.39 FEET;
THENCE N.80°00'50"E. A DISTANCE OF 273.48 FEET
TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS TANGENT CURVE TO THE left:
THENCE ALONG THE ARC OF SAID CURVE, 147.62 FEET. HAVING A CENTRAL ANGLE OF
140°57'51" AND A CHORD THAT BEARS N.09°31'55"E. A DISTANCE OF 113.10 FEET;
THENCE N.60°57'00"W. A DISTANCE OF 310.79 FEET
THENCE S.85°30'21"W. A DISTANCE OF 195.70 FEET;
THENCE S.57°20'15"W. A DISTANCE OF 183.80 FEET;
THENCE N.89°06'45"W. A DISTANCE OF 256.80 FEET;
THENCE N.76°48'26"W. A DISTANCE OF 206.31 FEET;
THENCE S.29°05'16"W. A DISTANCE OF 294.01 FEET;
THENCE S.85°21'50"W. A DISTANCE OF 438.65 FEET;
THENCE S.58°09'29"W. A DISTANCE OF 76.08 FEET;
THENCE N.12°38'33"E. A DISTANCE OF 188.89 FEET.
THENCE S.88°53'42"E. A DISTANCE OF 319.21 FEET;
TENCE N.01°39'04"E. A DISTANCE OF 122.49 FEET;
THENCE N.71°48'12"W. A DISTANCE OF 192.31 FEET;
THENCE N.14°43'28"E. A DISTANCE OF 225.35 FEET:
THENCE N.32°36'16"W. A DISTANCE OF 321.01 FEET;
THENCE N.87°33'22"W. A DISTANCE OF 251.17 FEET;
THENCE S.75°20'16"W. A DISTANCE OF 306.29 FEET;
Public Open Space H good 0.02
```

THENCE N.80°00'50"E. A DISTANCE OF 54.40 FEET TO A POINT OF CURVATURE OF A 99.91-FOOT RADIUS TANGENT CURVE TO THE LEFT: THENCE ALONG THE ARC OF SAID CURVE, 246.14 FEET. HAVING A CENTRAL ANGLE OF 141°09'04" AND A CHORD THAT BEARS N.09°32'38"E. A DISTANCE OF 188.45 FEET; THENCE N.60°57'00"W. A DISTANCE OF 322.79 FEET; THENCE S.85°30'21"W. A DISTANCE OF 217.77 FEET; THENCE S.57°20'15"W. A DISTANCE OF 181.78 FEET; THENCE N.89°06'45"W. A DISTANCE OF 240.45 FEET; THENCE N.76°48'26"W. A DISTANCE OF 232.17 FEET THENCE S.29°05'16"W. A DISTANCE OF 41.55 FEET. THENCE N.76°49'40"W. A DISTANCE OF 248.86 FEET;

THENCE N.23°53'10"W. A DISTANCE OF 217.51 FEET;

THENCE N.32°36'16"W. A DISTANCE OF 344.86 FEET;

THENCE N.87°33'22"W. A DISTANCE OF 277.99 FEET;

THENCE S.75°20'38"W. A DISTANCE OF 302.04 FEET:

THENCE S.00°15'51"E. A DISTANCE OF 61.72 FEET

TO A POINT OF CURVATURE OF A 227.00-FOOT RADIUS NON-TANGENT CURVE TO THE

LEFT; THENCE ALONG THE ARC OF SAID CURVE, 263.57 FEET, HAVING A CENTRAL

ANGLE OF 66°31'30" AND A CHORD THAT BEARS N.83°31'54"W. A DISTANCE OF 249.01 FEET

THENCE S. 63°12'21" W. A DISTANCE OF 16.84 FEET;

THENCE N. 06°45'13" W. A DISTANCE OF 51.01 FEET;

THENCE N. 67°48'53" W. A DISTANCE OF 102.85 FEET;

THENCE N. 00°15'23" W. A DISTANCE OF 122.83 FEET MORE OR LESS TO THE BOUNDARY

LINE OF AFORESAID THREE FALLS SUBDIVISION PLAT E SAID LINE ALSO DEFINED AS THE 40-ACRE LINE OF SECTION 7, RANGE 2 EAST,

THENCE, ALONG SAID BOUNDARY LINE OF THREE FALLS SUBDIVISION PLAT E, THE FOLLOWING TWO (2) COURSES: (1) N. 89°46'44" E. A DISTANCE OF 2660.38 FEET TO THE CENTER QUARTER SECTION LINE;

THENCE ALONG SAID LINE (2) S. 00°27'52" E. A DISTANCE OF 1406.14 FEET;

THENCE N. 88°25'44" W. A DISTANCE OF 83.29 FEET,

THENCE S. 18°48'21" W. A DISTANCE OF 94.80 FEET,

THENCE S. 11°32'12" W. A DISTANCE OF 66.31 FEET,

THENCE N. 52°47'56" W. A DISTANCE OF 222.00 FEET,

TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 54.28 FEET, HAVING A CENTRAL ANGLE OF 51°50'01" AND A CHORD THAT BEARS N. 11°17'06" E. A DISTANCE OF 52.45 FEET;

THENCE N.59°54'16"E. A DISTANCE OF 124.64 FEET

THENCE N.33°23'24"E. A DISTANCE OF 200.35 FEET;

THENCE N.32°50'14"W. A DISTANCE OF 118.35 FEET;

THENCE S.75°12'58"W. A DISTANCE OF 36.25 FEET;

THENCE N.04°53'15"W. A DISTANCE OF 116.98 FEET;

THENCE N.46°42'09"E. A DISTANCE OF 23.68 FEET;

Lot 46 good 0.01

THENCE S.04°53'15"E. A DISTANCE OF 116.98 FEET;

THENCE N.75°12'58"E. A DISTANCE OF 36.25 FEET;

THENCE S.32°50'14"E. A DISTANCE OF 118.35 FEET;

THENCE S.33°23'24"W. A DISTANCE OF 200.35 FEET;

THENCE S.59°54'16"W. A DISTANCE OF 124.64 FEET;

TO A POINT OF CURVATURE OF A 60.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT: THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 62.94 FEET, HAVING A CENTRAL ANGLE OF 60°06'14" AND A CHORD THAT BEARS N. 44°40'50" W. A DISTANCE OF 60.09 FEET:

THENCE N.02°09'09"W. A DISTANCE OF 26.74 FEET

THENCE N.19°49'05"W. A DISTANCE OF 295.75 FEET;

THENCE N.03°01'00"W. A DISTANCE OF 28.51 FEET;

THENCE N.76°37'43"E. A DISTANCE OF 261.02 FEET;

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Public Hearing – Plat Amendment – Three Falls Plat H

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Scott Johnson

ACTION REQUESTED BY PETITIONER: Approve the Plat Amendment

BACKGROUND INFORMATION:

The Three Falls Subdivision Plat H consists of 1 lot on 5.2 acres. The property is located at 2600 North Mountain Springs Road, and in the CE-5 zone. The proposed plat would vacate and amend Lot 54 of Three Falls Subdivision Plat E. The primary reason for the plat amendment is to add a new buildable area in the northeast corner of the lot. The new buildable area would be used as the location of a new accessory building.

STAFF RECOMMENDATION:

Approve the plat amendment as proposed.

SAMPLE MOTION TO APPROVE

I move to recommend approval of Three Falls Subdivision Plat H with the following conditions:

- Prior to recording the Developer:
 - o Address the redlines on the plat and plans.
 - o Receive a letter of approval from the Three Falls Architectural Review Committee for the new proposed buildable area.

SAMPLE MOTION TO TABLE

I move to table Three Falls Subdivision Plat H based on the following:

• **INSERT FINDING**



ALPINE CITY STAFF REPORT

November 12, 2021

To: Alpine City Planning Commission & City Council

From: Staff

Prepared By: Austin Roy, City Planner

Planning & Zoning Department

Jed Muhlestein, City Engineer

Engineering & Public Works Department

RE: THREE FALLS SUBDIVISION PLAT H

Applicant: Scott Johnson

Project Location: 2600 North Mountain Springs Road

Zoning: CE-5 Zone Acreage: 5.2 Acres

Lot Number & Size: 1 lot at 226,512 Square Feet

Request: Recommend and approve the amended plat

SUMMARY

The Three Falls Subdivision Plat H consists of 1 lot on 5.2 acres. The property is located at 2600 North Mountain Springs Road, and in the CE-5 zone. The proposed plat would vacate and amend Lot 54 of Three Falls Subdivision Plat E. The primary reason for the plat amendment is to add a new buildable area in the northeast corner of the lot. The new buildable area would be used as the location of a new accessory building.

BACKGROUND

Structures can only be built on approved buildable areas in the Three Falls Subdivision. The applicant is hoping to build either a new guest house or accessory garage on the north end of his lot. Alpine City and the Three Falls Architectural Review Committee must approve the building envelope for a structure to be built in the proposed location.

ANALYSIS

Lot Width and Area

The proposed plat amendment does not change or alter the approved lot width or area.

Staff Report Three Falls Plat H

Use

The applicant is proposing that the new buildable area be used for a new guest house. Under the current ordinance, a guest house must be located on the same shared driveway as the main home. Any deviation from that would require an ordinance change to be recommended by the Planning Commission and approved by the City Council.

Sensitive Lands (Wildland Urban Interface)

The applicant has had a fault study done on the property and there are no faults in the proposed buildable area. The property is in sensitive lands. Wildland Urban Interface requirements will apply to all structures to be build on the property. FEMA, USACOE approvals will be required for any changes to the drainage easements on the property.

Trails

There are no trails or trail easements on this property.

General Plan

The proposed plat amendment is compatible with the General Plan.

<u>Other</u>

None.

REVIEWS

PLANNING AND ZONING DEPARTMENT REVIEW

The analysis section in the body of this report serves as the Planning and Zoning Department review.

ENGINEERING AND PUBLIC WORKS DEPARTMENT REVIEW

This section constitutes the engineering review for the Three Falls Subdivision Plat H. There are a few minor remaining redline comments that need corrected and approved by Staff prior to recording.

<u>Lots</u>

The lot contains the appropriate amount of space and frontage for the zone, based on the average slope of the lot as defined in section 3.03.040 of the Development Code.

Natural Hazards

Sensitive Lands. The proposed development falls within the Geologic Hazards Overlay Zone which has areas identified as having the potential for rockfall, slide, and debris flows. Rockfall, debris flow, and slides were reviewed and, in each instance, were shown to have a low risk for such an event. Buildable areas have been restricted where steeper slopes reside.

Flood Plain. The buildable area is situated away from the mapped flood plain.

Other

There are some minor redlines to correct on the plans and plat.

NOTICING

Notice has been properly issued in the manner outlined in City and State Code

STAFF RECOMMENDATION

Review staff report and findings and make a motion to <u>approve or table</u> the proposed plat amendment. Findings are outlined below.

Findings for a Positive Motion:

A. The proposed plat meets ordinance.

Findings for a Motion to Table:

A. None.

MODEL MOTIONS

SAMPLE MOTION TO APPROVE

I move to recommend approval of Three Falls Subdivision Plat H with the following conditions:

- Prior to recording the Developer:
 - o Address the redlines on the plat and plans.
 - Receive a letter of approval from the Three Falls Architectural Review Committee for the new proposed buildable area.

SAMPLE MOTION TO TABLE

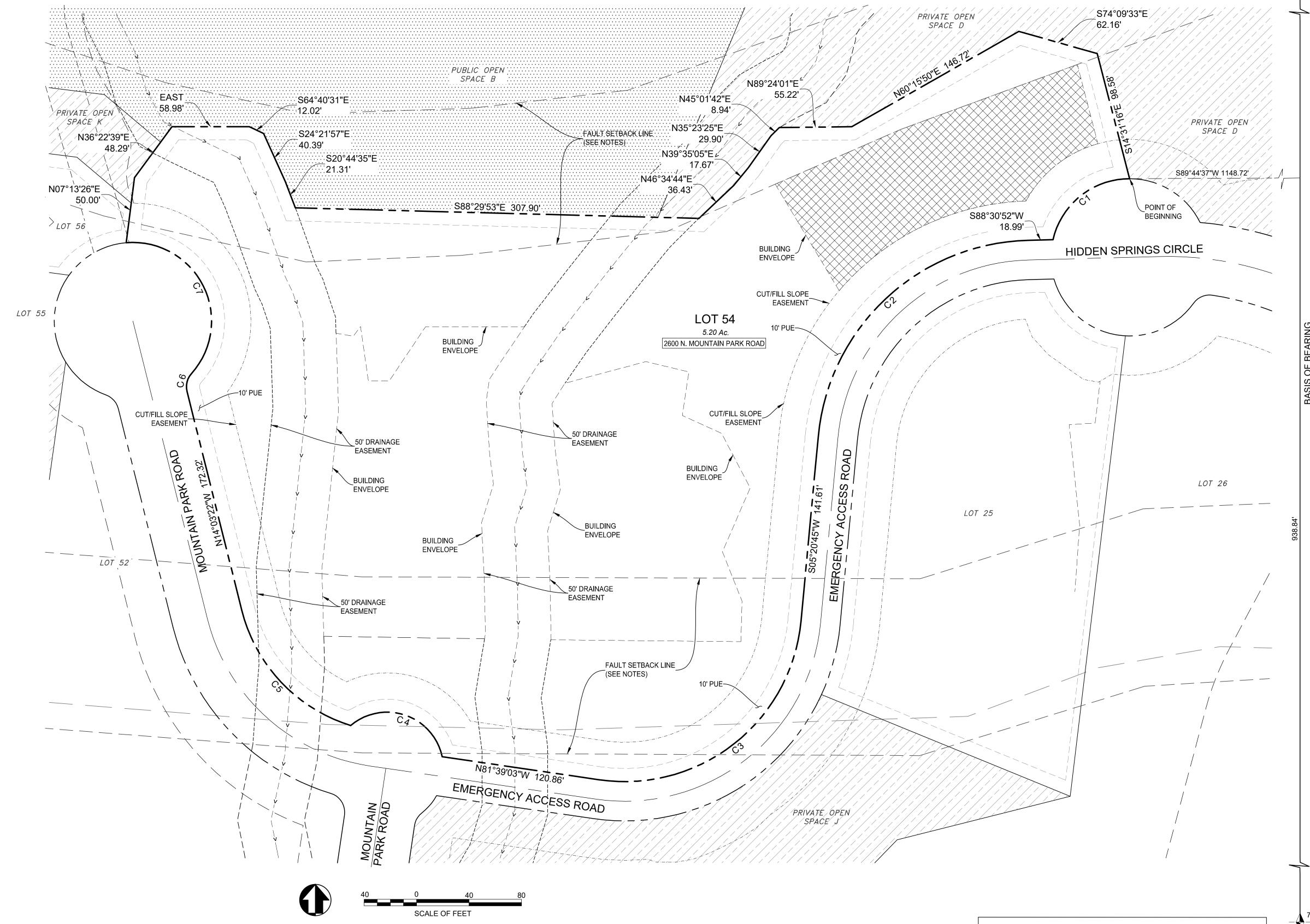
I move to table Three Falls Subdivision Plat H based on the following:

• **INSERT FINDING**

THREE FALLS SUBDIVISION PLAT "H"

AMENDING LOT 154 OF THREE FALLS SUBDIVISION PLAT "E"
LOCATED IN THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
ALPINE CITY, UTAH COUNTY, UTAH

NORTHEAST CORNER SECTION 12 TOWNSHIP 4 SOUTH, RANGE 1 EAST SALT LAKE BASE & MERIDIAN (FOUND G.L.O. MONUMENT 2" BRASS CAP)

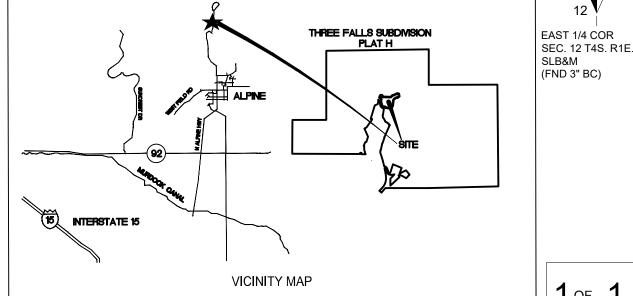


| CURVE TABLE | | | | | |
|-------------|---------|---------|------------|-------------|-----------|
| CURVE# | LENGTH | RADIUS | DELTA | CH. BRG. | CH. DIST. |
| C1 | 80.64' | 60.00' | 77°00'29" | S51°29'46"W | 74.71' |
| C2 | 239.51' | 165.00' | 83°10'07" | S46°55'49"W | 219.03' |
| C3 | 219.13' | 135.00' | 93°00'12" | S51°50'51"W | 195.86' |
| C4 | 88.67' | 43.00' | 118°08'47" | N71°08'22"W | 73.78' |
| C5 | 126.15' | 123.00' | 58°45'40" | N43°26'12"W | 120.69' |
| C6 | 14.65' | 15.00' | 55°56'39" | N13°54'58"E | 14.07' |
| C7 | 143.21' | 60.00' | 136°45'22" | N26°29'24"W | 111.56' |

| | <u>LEGEND</u> | | |
|-------------------|--|-----------------|--|
| | BOUNDARY LINE LOT LINE ROAD CENTER LINE ROAD RIGHT OF WAY TRAIL FAULT LINE FAULT OFFSET LINE | > | CUT/FILL SLOPE EASEMENT STREAM FLOW LINE STREAM SETBACK LINE EASEMENT LINE BUILDING ENVELOPE PORTION OF BUILDING ENVELOPE WHERE SEWER IS NOT AVAILABLE |
| PUBLIC OPEN SPACE | PRIVATE OPEN SPACE | BUILDING E (NEV | |

NOTES:

- ALL PROPERTY LINES TO HAVE A RIVET SET IN THE TOP OF CURB ON THE PROLONGATION OF EACH LOT LINE (AT THE FRONT OF EACH LOT).
- 2 FAULT SETBACK AREA SHOWN IS FROM A GEOLOGICAL HAZARD ASSESSMENT PREPARED BY IGES, DATED OCTOBER 5, 2020. IGES PROJECT NO. 03469-001.
- 3 PURPOSE OF THIS PLAT AMENDMENT IS TO DEFINE THE NEW BUILDING ENVELOPE
- AS SHOWN
- 4 PUE= PUBLIC UTILITY EASEMENT
 DE= DRAINAGE EASEMENT
- EXCEPT AS MODIFIED BY THIS AMENDMENT, THE THREE FALLS SUBDIVISION PLAT AND CCR'S "DECLARATION" REMAIN IN FULL FORCE AND EFFECT.



SURVEYORS CERTIFICATE:

I, SHAWN R. VERNON DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NUMBER 270814 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION:

ALL OF LOT 54, THREE FALLS SUBDIVISION, PLAT "E", AS RECORDED SEPTEMBER 15, 2017 AS ENTRY NO. 2017-90460 IN THE OFFICE OF THE UTAH COUNTY RECORDER AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING ON THE NORTHERLY LINE OF HIDDEN SPRINGS CIRCLE AND THE SOUTHEAST CORNER OF LOT 54, THREE FALLS SUBDIVISION, PLAT "E" RECORDED SEPTEMBER 15, 2017 AS ENTRY NO. 2017-90460 IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT ALSO BEING 938.84 FEET NORTH 00°15'23" WEST AND 1148.72 FEET SOUTH 89°44'37" WEST FROM THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE ' LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTHWESTERLY 80.64 FEET ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°00'29", (CHORD BEARS SOUTH 51°29'46" WEST 74.71 FEET) THENCE SOUTH 88°30'52" WEST 18.99 FEET; THENCE SOUTHWESTERLY 239.51 FEET ALONG THE ARC OF A 165.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°10'07", (CHORD BEARS SOUTH 46°55'49" WEST 219.03 FEET); THENCE SOUTH 05°20'45" WEST 141.61 FEET; THENCE SOUTHWESTERLY 219.13 FEET ALONG THE ARC OF A 135.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 93°00'12", (CHORD BEARS SOUTH 51°50'51" WEST 195.86 FEET); THENCE NORTH 81°39'03" WEST 120.86 FEET; THENCE NORTHWESTERLY 88.67 FEET ALONG THE ARC OF A 43.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT. THROUGH A CENTRAL ANGLE OF 118°08'47. (CHORD BEARS NORTH 71°08'22" WEST 73.78 FEET); THENCE NORTHWESTERLY 126.15 FEET ALONG THE ARC OF A 123.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT. THROUGH A CENTRAL ANGLE OF 58°45'40". (CHORD BEARS NORTH 43°26'12" WEST 120.69 FEET); THENCE NORTH 14°03'22" WEST 172.32 FEET; THENCE NORTHERLY 14.65 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°56'39", (CHORD BEARS NORTH 13°54'58" EAST 14.07 FEET); THENCE NORTHERLY 143.21 FEET ALONG THE ARC OF A 60.00 FOOT REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 136°45'22", (CHORD BEARS NORTH 26°29'24" WEST 111.56 FEET); THENCE NORTH 07°13'26" EAST 50.00 FEET; THENCE NORTH 36°22'39" EAST 48.29 FEET; THENCE EAST 58.98 FEET; THENCE SOUTH 64°40'31" EAST 12.02 FEET: THENCE SOUTH 24°21'57" EAST 40.39 FEET: THENCE SOUTH 20°44'35" EAST 21.31 FEET: THENCE SOUTH 88°29'53" EAST 307.90 FEET; THENCE NORTH 46°34'44" EAST 36.43 FEET; THENCE NORTH 39°35'04" EAST 17.67 FEET; THENCE NORTH 35°23'25" EAST 29.90 FEET; THENCE NORTH 45°01'42" EAST 8.94 FEET; THENCE NORTH 89°24'01" EAST 55.22 FEET; THENCE NORTH 60°15'50" EAST 146.72 FEET; THENCE SOUTH 74°09'33" EAST 62.16 FEET; THENCE SOUTH 14°31'16" EAST 98.58 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT I, ONE OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS TO BE HEREAFTER KNOWN AS THE

THREE FALLS SUBDIVISION PLAT E

| AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICA | TED HEREON FO | OR PERPETUAL USE OF |
|--|---------------|---------------------|
| THE PUBLIC. IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS $_$ | , DAY OF | , A.D. 20 |

| NAME: | TITLE: |
|-------|--------|
| | |

ACKNOWLEDGEMENT:

| STATE OF UTAH | 1 |
|---------------|---------------|
| COUNTY OF | } s.s. |

ON THE _____ DAY OF _____, 20____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE COUNTY OF ______, IN SAID STATE OF UTAH, THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE, ______, SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USE AND PURPOSE THEREIN MENTIONED.

| MY COMMISSION EXPIRES | •1 |
|-----------------------|--------|
| | |
| | |

NOTARY PUBLIC RESIDING IN

ACCEPTANCE BY LEGISLATIVE BODY:

| THE OF | | | OF | | | , COUNTY OF | UTAH, APF | PROVES T | ΓHIS |
|----------|------------------|----------------|-----------------|-----------|-------------------|-------------|-----------|----------|------|
| SUBDIVIS | SION AND HEREBY | ACCEPTS THE DE | DICATION OF ALL | STREETS, | EASEMENTS | , AND OTHER | PARCELS C |)F LAND | |
| INTENDE | D FOR PUBLIC PUF | POSES FOR THE | PERPETUAL USE | OF THE PU | IBLIC THIS $__$ | DAY OF _ | A | .D., 20 | |
| | | | | | | | | | |

| CITY MAYOR: | | |
|---------------|--|--|
| | | |
| OLTA COLUNIOU | | |

PLANNING COMMISSION APPROVAL:

CITY ENGINEER:

APPROVED THIS ______ DAY OF ______, A.D. 20____, BY THE ALPINE CITY PLANNING COMMISSION.

DIRECTOR SECRETARY CHAIRMAN, PLANNING COMMISSION

APPROVAL AS TO FORM:

APPROVED THIS _____ DAY OF ______, A.D. 20____,

CITY ATTORNEY

THREE FALLS SUBDIVISION PLAT "H"

AMENDING LOT 154 OF THREE FALLS SUBDIVISION PLAT "E"
LOCATED IN THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,

' 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MEI ALPINE CITY, UTAH COUNTY, UTAH



| ALI INE CITT, CTAIT COUNTY, CTAIT | | | | | | | |
|-----------------------------------|---------------------|------------------|--|--|--|--|--|
| NOTARY PUBLIC SEAL | CITY ENGINEERS SEAL | CLERK-RECORDER S | | | | | |
| | | | | | | | |

Three Falls Lot #54 - Planning Commission/ City Council Meeting - November 16th 2021

What we want to accomplish

- 1 Update lot #54 plat
- 2 Request a city ordinance modification
- 3 Request guest house approval



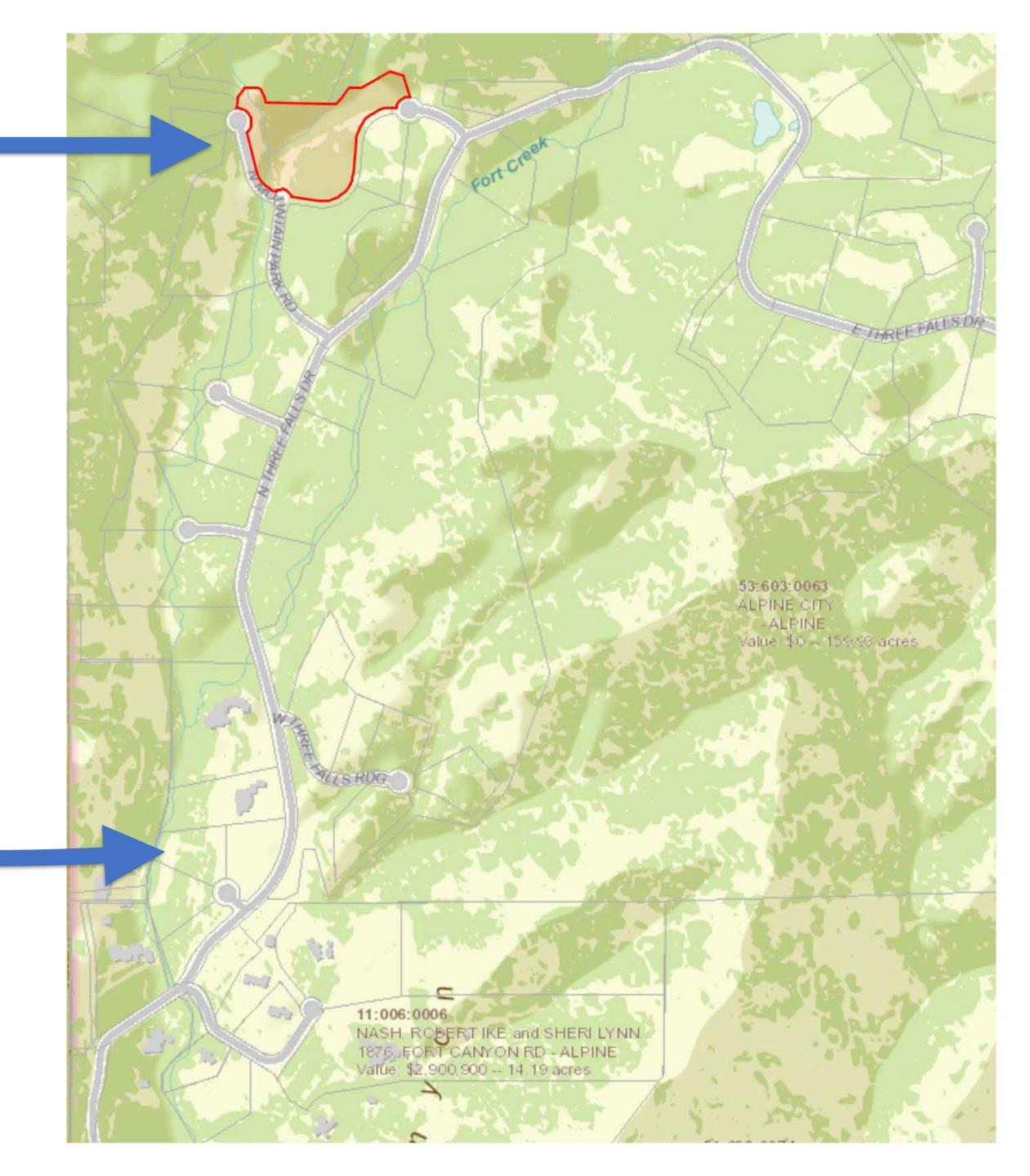
#1 - Plat Adjustment - Lot #54



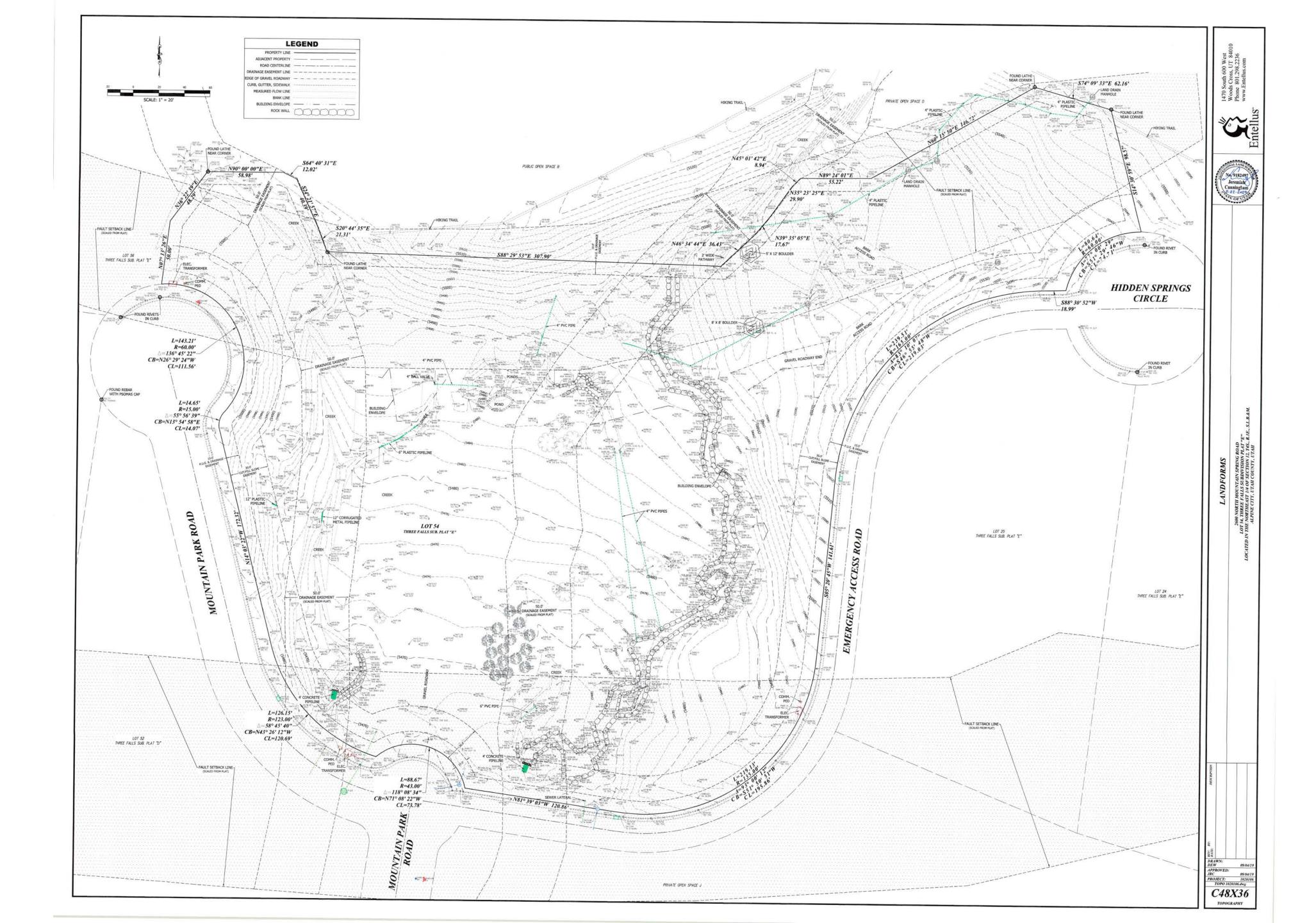
Lot #54

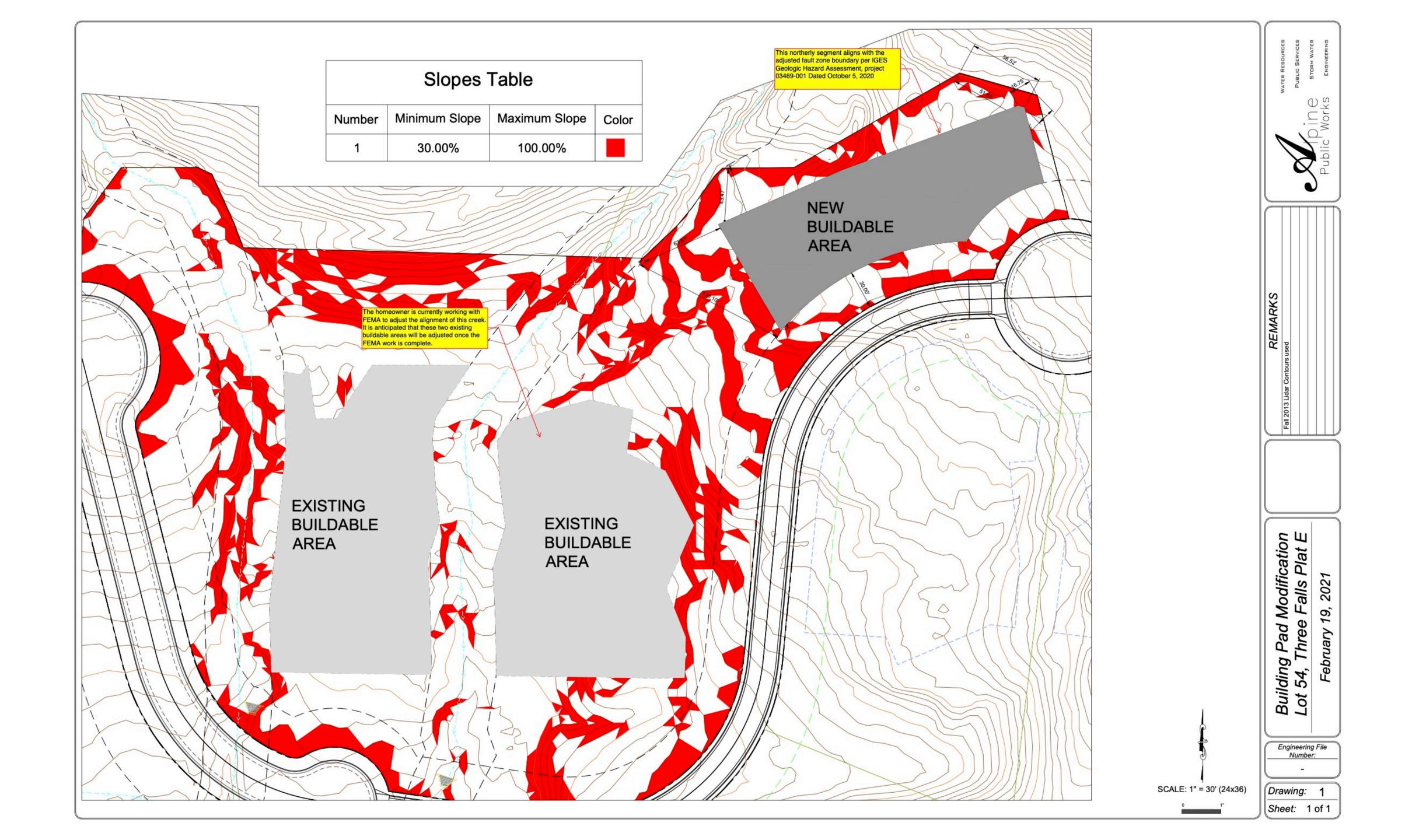
Fort Canyon

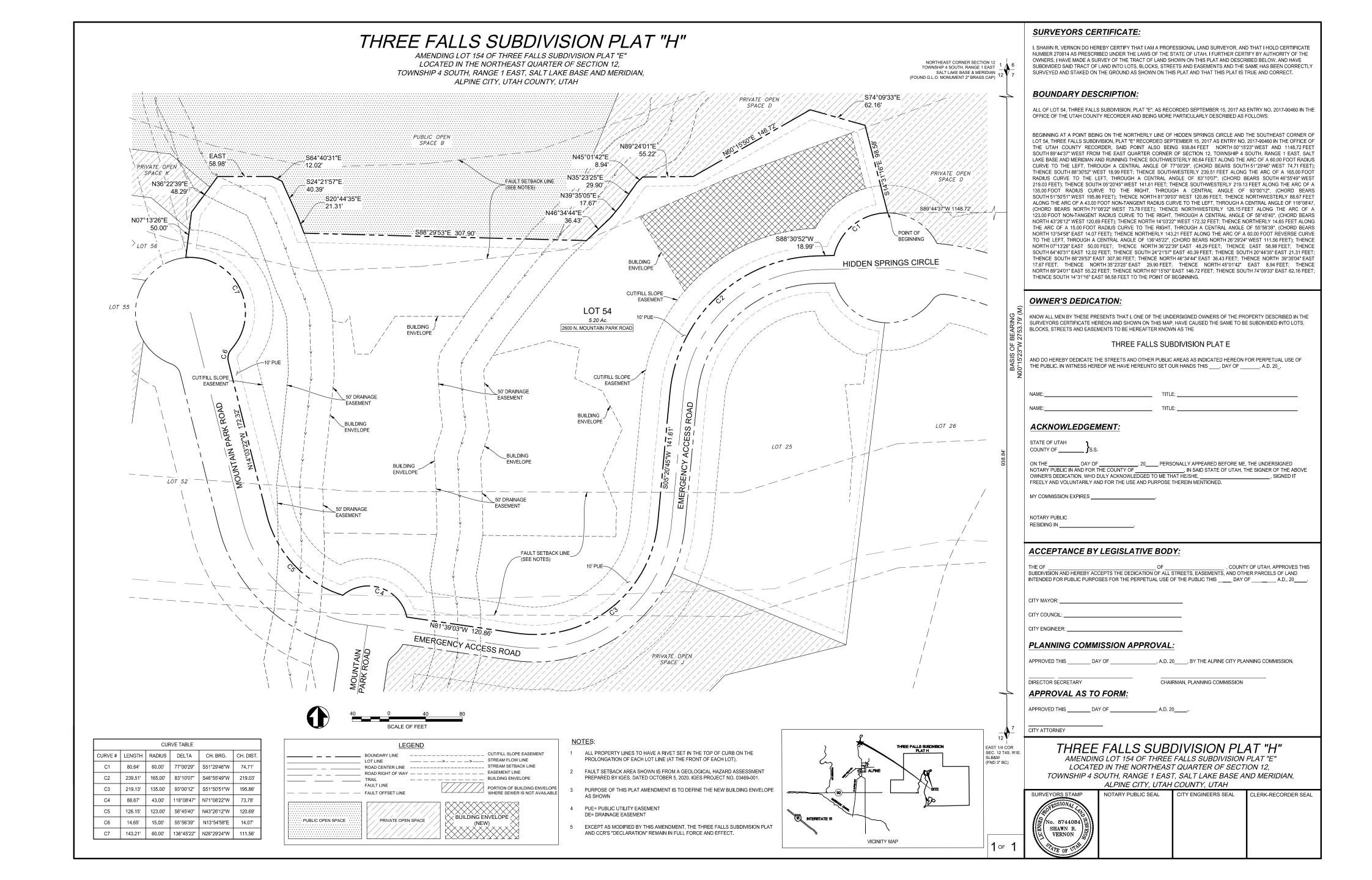


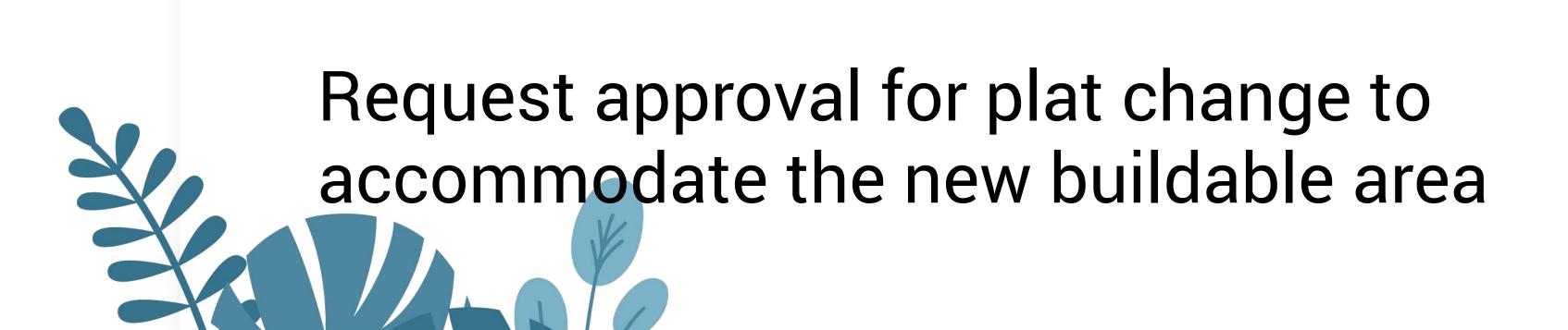


Lot #54









#2 - City Ordinance Modification

Purpose of the ordinance modification

The purpose of this request is to prepare the way for a guest house to be approved for lot #54.



The Obstacle

3.23.070 Review Conditions And Criteria For Certain Conditional Uses states that guest houses need to use the *same drive access* as the main residence.

In discussion with the city planners, the original intent of this ordinance assumed rectangular lots and expected guest houses to be placed behind primary residences. To the knowledge of the city planners, this ordinance has not affected anybody since its inception.



Existing Language

Guest Houses (Ord. 94-06, 5/24/94). Guest houses may be permitted as a conditional use, upon approval of the City Council and subject to compliance with the following:

...

The guesthouse shall be an integral part of the site plan for the principle dwelling and attendant lot area. Vehicular access to the guest house shall be over the same driveway as for the primary dwelling.

Prior to approval, a site plan showing the proposed location of the guesthouse and provision for utilities, vehicular access and other standards and conditions shall be submitted and approved by the Planning Commission.

• • •

Proposed Language

Guest Houses (Ord. 94-06, 5/24/94). Guest houses may be permitted as a conditional use, upon approval of the City Council and subject to compliance with the following:

...

The guesthouse shall be an integral part of the site plan for the principle dwelling and attendant lot area. Vehicular access to the guest house shall be over the same driveway as for the primary dwelling **or as recommended by the Planning Commission and approved by the City Council**.

Prior to approval, a site plan showing the proposed location of the guesthouse and provision for utilities, vehicular access and other standards and conditions shall be submitted and approved by the Planning Commission.

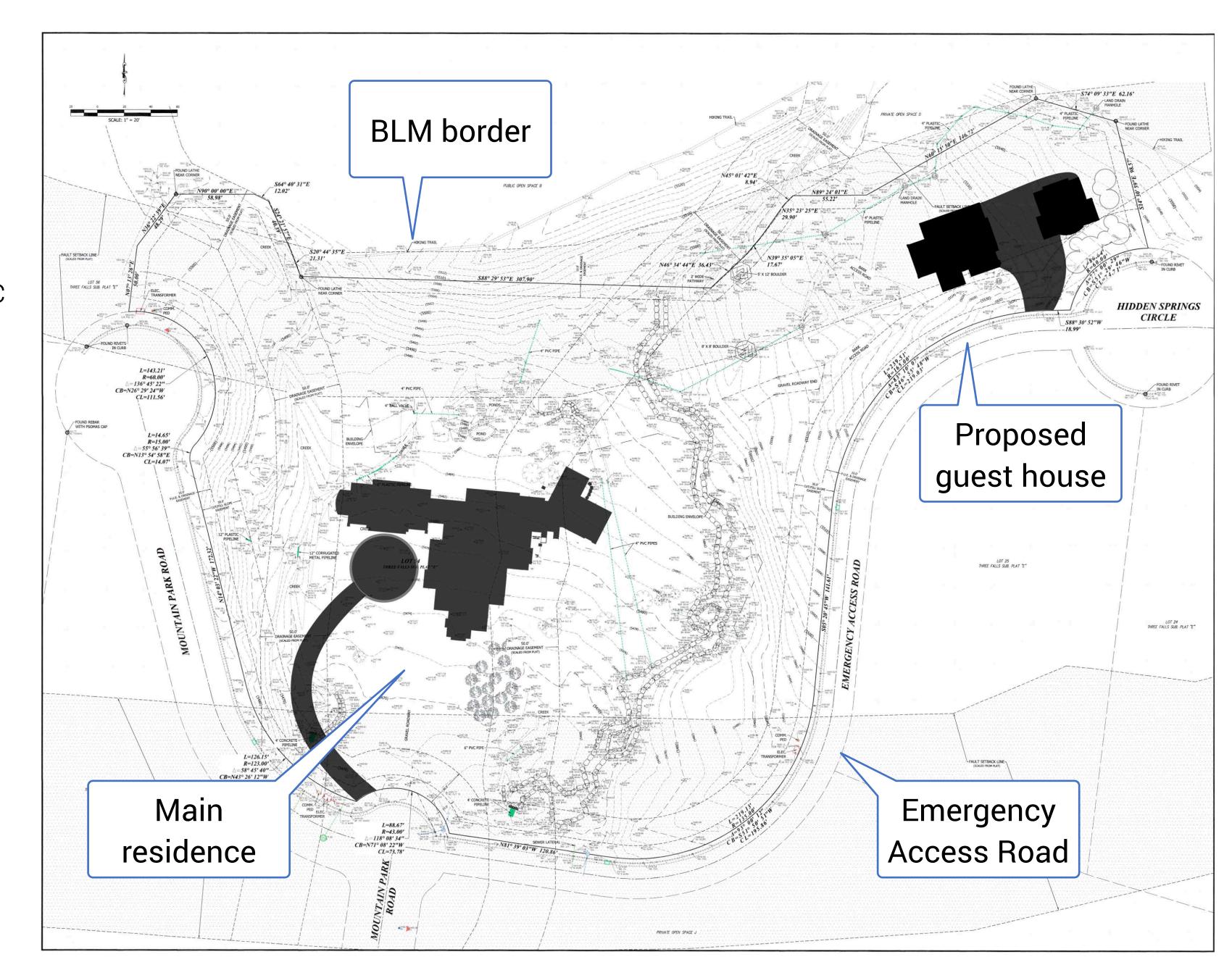
THE RESERVE OF THE PARTY OF THE

...

Lot #54 is bounded by 'Mountain Spring Road' on the west and 'Emergency Access' road on the east and BLM land on the north.

'Emergency Access' road is a no-traffic fire emergency road.







View from SW



The structure would be behind more trees that are not pictured in this rendering



Almost there...

- √ Geological study
- ✓ Written approval of the plan from the nearest neighbors
- ✓ Written approval from the development's Design Review Committee
- ✓ Written approval from the HOA
- ✓ Approval for an ordinance modification



#3 - Guest House Approval

Site Plan

Utilities for lot #54
guest house shall run
parallel to 'Emergency
Access Road' to Water
Access (A).

Sewage for lot #54
guest house shall run
parallel to 'Emergency
Access Road' to the
Sewer Lateral (B).





ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Public Hearing – Ordinance 2021-20 Guest Houses

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Scott Johnson

ACTION REQUESTED BY PETITIONER: Approve the proposed amendment

to the Development Code.

BACKGROUND INFORMATION:

Scott Johnson, owner of Lot 54 in the Three Falls Subdivision, is requesting that the ordinance regarding guest houses be amended to allow for exceptions to the shared driveway requirements.

The Development Code states:

Vehicular access to the guest house shall be over the same driveway as for the primary dwelling.

Mr. Johnson is hoping that this ordinance can be changed to allow for exceptions at the discretion of the Planning Commission and City Council.

STAFF RECOMMENDATION:

Hold a public hearing and make a recommendation to the City Council.

SAMPLE MOTION TO APPROVE:

I move to recommend that Ordinance 2021-20 be adopted as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to recommend that Ordinance 2021-20 be adopted with the following conditions:

• ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to recommend that Ordinance 2021-20 be tabled (or denied) based on the following:

• ***Insert Finding***

ALPINE CITY ORDINANCE 2021-20

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.23.070 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO GUEST HOUSES.

WHEREAS, The City Council of Alpine, Utah, has deemed it in the best interest of Alpine City to amend the requirements for a guest house to allow for exceptions to the shared driveway requirement; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed amendments to the Development Code, held a public hearing, and forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of the Alpine City, in the State of Utah, as follows: the amendment to Article 3.23.070 contained in the attached document will supersede Article 3.23.070 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "3.23.070 Review Conditions And Criteria For Certain Conditional Uses" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.23.070 Review Conditions And Criteria For Certain Conditional Uses

- 1. **Accessory Apartments** (Amended by Ord. 95-04, 02/28/95; 2004-13, 09/28/04; 2009-12, 07/14/09). An accessory apartment shall be considered a subordinate dwelling unit within and part of a principle dwelling and which has its own cooking, sleeping, and sanitation facilities. Accessory apartments may be permitted as a conditional use, upon approval of the City Planner and Building Official. Approval shall be subject to the following:
 - a. Accessory apartments are listed as a conditional use within the zone.
 - b. Accessory apartments shall be permitted only in owner-occupied single-unit detached dwellings.
 - i. Owner occupancy shall not be required when the owner has submitted a temporary absence application prior to beginning the temporary absence and meets the following criteria:
 - (1) The owner has a bona fide, temporary absence of three (3) years or less for activities such as temporary job assignments,

- sabbaticals, military service, or voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or
- (2) The owner is placed in a hospital, nursing home, assisted living facility or other similar facility.
- (3) Owner occupancy shall have the meaning set forth in Article 3.01.110, Alpine City Development Code.
- (4) The owner has resided in the residence for at least one (1) year prior to beginning the temporary absence.
- c. A maximum of one (1) accessory apartment shall be permitted in each owner occupied single-unit detached dwelling.
- d. Accessory apartments shall be permitted only in a basement, above an attached garage, or on the main floor limiting it to twenty-five percent (25%) of the main floor.
- e. A single-unit detached dwelling with an accessory apartment shall provide not less than four (4) off-street parking spaces. Parking spaces may include garage and driveway space. At least one (1) space shall be designated for the accessory apartment.
- f. The accessory apartment shall contain no less than 300 square feet of living area and shall comply with all size and access specifications of the International Residential and Building Codes.
- g. Accessory apartments shall have at least one (1) separate entrance from the main dwelling accessible from outside. The entrance shall be located on the side or rear of the main dwelling.
- h. A single-unit detached dwelling containing an accessory apartment shall have not more than one (1) meter for each water, gas and electric utility service, and the meter shall be in the name of the owner.
- i. All construction and remodeling to accommodate the accessory apartment shall be in accordance with the International Residential and Building Codes in effect at the time of construction or remodeling.
- j. Any person constructing or causing the construction of a residence that has an accessory apartment or any person remodeling or causing the remodeling of a residence for an accessory apartment, or any person desiring to provide an accessory apartment within a single-unit detached dwelling, shall obtain an Accessory Apartment Permit from the Building Department. Such permit shall be in addition to any building permits that may be necessary.
- 2. **Guest Houses** (Ord. 94-06, 5/24/94). Guest houses may be permitted as a conditional use, upon approval of the City Council and subject to compliance with the following:
 - a. Guest Houses are listed as a conditional use within the zone.
 - b. The lot or parcel upon which the guesthouse is proposed to be placed shall have a lot area of not less than five (5) acres.
 - c. The guesthouse shall be located not less than 30 ft. to the rear of the primary dwelling and not closer than twelve (12) ft. to any side or rear property line.
 - d. The water and sewer service shall be the same as for the principle dwelling.

- e. The hookup fees for a single-unit dwelling with a guest house shall be one and one- half (1 and 1/2) times the rate for a single family dwelling.
- f. The guesthouse shall be an integral part of the site plan for the principle dwelling and attendant lot area. Vehicular access to the guest house shall be over the same driveway as for the primary dwelling: or as recommended by the Planning Commission and approved by the City Council.
- g. Prior to approval, a site plan showing the proposed location of the guesthouse and provision for utilities, vehicular access and other standards and conditions shall be submitted and approved by the Planning Commission.
- h. Any person desiring to construct a guest house shall convey to the City water rights in the amount of 1/2 acre foot.
- 3. **Home Occupations** (Ord. 95-04, 2/28/95. Amended Ord. 08-18, 12/16/08; Ord. 2009- 14, 9/22/09; Ord. 2010-07, 5/11/10; Ord. 2010-11, 10/12/10; Ord. 2013-04, 3/12/13; Ord. 2014-06, 3/25/14; Ord. 2016-23, 11/09/16). Home occupations may be permitted as a conditional use, upon review of Staff and approval by the City Planner. If the City Planner determines that the home occupation may create significant impacts, approval from the Planning Commission may be required. All home occupations will be subject to compliance with the following:
 - a. Terms and Conditions.
 - i. Home occupations are listed as a conditional use in the zone.
 - ii. The home occupation is conducted entirely within the livable area of a dwelling or attached garage. Business outdoor activities such as swimming lessons, tennis lessons, horseback riding lessons or other similar activities as determined by the Planning Commission may be considered as a home occupation.
 - iii. The business activity of the Home Occupation carried out on the premises shall be conducted only by members of the residing family, except that not more than one person, not a member of the residing family, may be engaged in the conduct of the home occupation if such person is utilized in the capacity of a support function.
 - iv. The home occupation does not involve the use of any accessory buildings or yard space for storage outside of the dwelling or attached garage.
 - v. The home occupation shall contain no facilities for the display of goods. Any sale of goods and services shall constitute a clearly incidental part of the operation of the home occupation.
 - vi. No commercial vehicles shall be stored at the premises except one delivery truck which does not exceed 12,000 gvw rated capacity.
 - vii. The home occupation is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character of the building from that of a dwelling.
 - viii. Home occupation signs shall be limited to one (1) identification nameplate, not larger in area than two (2) square feet fastened to the home, and one (1) sign, not larger in area than one (1) square foot, fastened to the side of the mailbox structure at or below the level of

- the mail box. No off-site advertising signs shall be permitted.
- ix. The home occupation shall not occupy an area not more than the equivalent of twenty-five percent (25%) of the livable area of the dwelling or 1000 square feet, whichever is less. The livable area does not include the garage.
- x. The home occupation shall obtain a business license from the City.
- xi. The activities of the home occupation shall not involve the use of hazardous materials or chemicals in amounts that will increase the hazard of fire or explosion. Activities of the home occupation shall not decrease safety to the structure or occupants of the dwelling or adjacent dwellings.
- xii. The operation of the home occupation shall not produce any noise, smoke, glare, light, fumes, dust, electronic interference or similar condition which is discernible outside the dwelling.
- xiii. The physical appearance, traffic, and other activities in connection with the home occupation will not be contrary to the intent of the zone in which the home occupation is located and, in the opinion of the Planning Commission, the activities of the home occupation will not depreciate surrounding property values or the quality of the area for residential purposes as determined by the Planning Commission.
- xiv. A sexually-oriented business shall not be a home occupation.
- xv. An automotive repair business shall not be a home occupation.
- xvi. If the home occupation will have customers/clients coming to the home as part of the business, an inspection(s) of the business portion of the home is required to determine compliance with zoning, building, and life safety requirements. When no customers/clients will be coming to the home as part of the business, the applicant shall be required to submit the home business self fire inspection form.
- b. Commission May Attach Conditions. In order to achieve the objectives of this Code and to protect the health, safety and quality of life in the community the Planning Commission or City Planner may attach conditions to the granting of a home occupation consistent with the standards hereinabove stated.
- c. Continuing Obligation Business License Required. All home occupations shall be operated in compliance with the conditions herein above set forth and any conditions which may be attached as part of the approval. Upon approval of a home occupation the applicant shall be eligible to acquire a business license to operate. Issuance of the Business License shall be conditioned upon continued performance of the conditions of approval and said license shall be refused or revoked upon failure of the owner and/or operator to maintain or operate the home occupation in accordance therewith.

The approval shall be valid for the remainder of the year in which it is first granted. Thereafter the approval will be extended for successive one year periods, commencing on January 1 of the calendar year, or such other date as

the Council or City Planner may from time to time establish as the effective date for business licenses, provided (1) that the home occupation remains substantially the same as initially approved and (2) that the home occupation has remained active as evidenced by the acquisition of a valid business license for the previous year.

- 4. **Produce Stands** (Ord 96-05, 4/10/96). Incidental Produce stands may be permitted as a conditional use, upon approval by the Planning Commission and subject to compliance with the following:
 - a. Intent. The Intent and purpose of this Part is to allow the operation of incidental produce stands which supply the local market with needed food and farm products produced on the premises.
 - b. Terms and Conditions.
 - i. Incidental Produce Stands are listed as a conditional use in the zone.
 - ii. Only plants, animals, or parts thereof which are products of the subject lot shall be offered for sale.
 - iii. The Produce stand shall provide sufficient off-street parking space to safely accommodate the anticipated level of patrons. The required off-street parking shall be in addition to the spaces required to meet the parking requirements of the primary use.
 - iv. Each produce stand shall be entitled to one sign. Said sign shall have not more than thirty-two (32) sq. ft. of sign area and shall advertise only products of the lot. The sign shall not extend into the road right-of-way.
 - v. An annual business license to operate the produce stand shall be obtained from the City.
 - vi. The application shall include a detailed site plan showing the location of all dwellings and other buildings on the site and also all facilities and areas intended for use in the production, processing, storage and sales of the products intended to be offered for sale on the premises.

(Ord. 94-06, 5/24/94; Amended by Ord. 2004-13, 9/28/04) (Amended by Ordinance 2005-21 on 12/20/05)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

| | • | | | |
|--------------------------------|------|---|-------------------|-----------------|
| | AYE | NAY | ABSENT | ABSTAIN |
| Lon Lott | | | | |
| Gregory Gordon | | | | |
| Jason Thelin | | | | |
| Jessica Smuin | | | | |
| Carla Merrill | | | | |
| Presiding Officer | | Atte | est | |
| Tray Staut Mayor Alaina | City | Don | nia Caanar City P | Jacordon Alpina |
| Troy Stout, Mayor, Alpine City | | Bonnie Cooper, City Recorder Alpine City | | |

ALPINE CITY ORDINANCE 2021-20

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.23.070 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO GUEST HOUSES.

WHEREAS, The City Council of Alpine, Utah, has deemed it in the best interest of Alpine City to amend the requirements for a guest house to allow for exceptions to the shared driveway requirement; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed amendments to the Development Code, held a public hearing, and forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of the Alpine City, in the State of Utah, as follows: the amendment to Article 3.23.070 contained in the attached document will supersede Article 3.23.070 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "3.23.070 Review Conditions And Criteria For Certain Conditional Uses" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.23.070 Review Conditions And Criteria For Certain Conditional Uses

- 1. **Accessory Apartments** (Amended by Ord. 95-04, 02/28/95; 2004-13, 09/28/04; 2009-12, 07/14/09). An accessory apartment shall be considered a subordinate dwelling unit within and part of a principle dwelling and which has its own cooking, sleeping, and sanitation facilities. Accessory apartments may be permitted as a conditional use, upon approval of the City Planner and Building Official. Approval shall be subject to the following:
 - a. Accessory apartments are listed as a conditional use within the zone.
 - b. Accessory apartments shall be permitted only in owner-occupied single-unit detached dwellings.
 - i. Owner occupancy shall not be required when the owner has submitted a temporary absence application prior to beginning the temporary absence and meets the following criteria:
 - (1) The owner has a bona fide, temporary absence of three (3)

- years or less for activities such as temporary job assignments, sabbaticals, military service, or voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or
- (2) The owner is placed in a hospital, nursing home, assisted living facility or other similar facility.
- (3) Owner occupancy shall have the meaning set forth in Article 3.01.110, Alpine City Development Code.
- (4) The owner has resided in the residence for at least one (1) year prior to beginning the temporary absence.
- c. A maximum of one (1) accessory apartment shall be permitted in each owner occupied single-unit detached dwelling.
- d. Accessory apartments shall be permitted only in a basement, above an attached garage, or on the main floor limiting it to twenty-five percent (25%) of the main floor.
- e. A single-unit detached dwelling with an accessory apartment shall provide not less than four (4) off-street parking spaces. Parking spaces may include garage and driveway space. At least one (1) space shall be designated for the accessory apartment.
- f. The accessory apartment shall contain no less than 300 square feet of living area and shall comply with all size and access specifications of the International Residential and Building Codes.
- g. Accessory apartments shall have at least one (1) separate entrance from the main dwelling accessible from outside. The entrance shall be located on the side or rear of the main dwelling.
- h. A single-unit detached dwelling containing an accessory apartment shall have not more than one (1) meter for each water, gas and electric utility service, and the meter shall be in the name of the owner.
- i. All construction and remodeling to accommodate the accessory apartment shall be in accordance with the International Residential and Building Codes in effect at the time of construction or remodeling.
- j. Any person constructing or causing the construction of a residence that has an accessory apartment or any person remodeling or causing the remodeling of a residence for an accessory apartment, or any person desiring to provide an accessory apartment within a single-unit detached dwelling, shall obtain an Accessory Apartment Permit from the Building Department. Such permit shall be in addition to any building permits that may be necessary.
- 2. **Guest Houses** (Ord. 94-06, 5/24/94). Guest houses may be permitted as a conditional use, upon approval of the City Council and subject to compliance with the following:
 - a. Guest Houses are listed as a conditional use within the zone.
 - b. The lot or parcel upon which the guesthouse is proposed to be placed shall have a lot area of not less than five (5) acres.
 - c. The guesthouse shall be located not less than 30 ft. to the rear of the primary

- dwelling and not closer than twelve (12) ft. to any side or rear property line.
- d. The water and sewer service shall be the same as for the principle dwelling.
- e. The hookup fees for a single-unit dwelling with a guest house shall be one and one- half (1 and 1/2) times the rate for a single family dwelling.
- f. The guesthouse shall be an integral part of the site plan for the principle dwelling and attendant lot area. Vehicular access to the guest house shall be over the same driveway as for the primary dwelling or as recommended by the Planning Commission and approved by the City Council.
- g. Prior to approval, a site plan showing the proposed location of the guesthouse and provision for utilities, vehicular access and other standards and conditions shall be submitted and approved by the Planning Commission.
- h. Any person desiring to construct a guest house shall convey to the City water rights in the amount of 1/2 acre foot.
- 3. **Home Occupations** (Ord. 95-04, 2/28/95. Amended Ord. 08-18, 12/16/08; Ord. 2009- 14, 9/22/09; Ord. 2010-07, 5/11/10; Ord. 2010-11, 10/12/10; Ord. 2013-04, 3/12/13; Ord. 2014-06, 3/25/14; Ord. 2016-23, 11/09/16). Home occupations may be permitted as a conditional use, upon review of Staff and approval by the City Planner. If the City Planner determines that the home occupation may create significant impacts, approval from the Planning Commission may be required. All home occupations will be subject to compliance with the following:
 - a. Terms and Conditions.
 - i. Home occupations are listed as a conditional use in the zone.
 - ii. The home occupation is conducted entirely within the livable area of a dwelling or attached garage. Business outdoor activities such as swimming lessons, tennis lessons, horseback riding lessons or other similar activities as determined by the Planning Commission may be considered as a home occupation.
 - iii. The business activity of the Home Occupation carried out on the premises shall be conducted only by members of the residing family, except that not more than one person, not a member of the residing family, may be engaged in the conduct of the home occupation if such person is utilized in the capacity of a support function.
 - iv. The home occupation does not involve the use of any accessory buildings or yard space for storage outside of the dwelling or attached garage.
 - v. The home occupation shall contain no facilities for the display of goods. Any sale of goods and services shall constitute a clearly incidental part of the operation of the home occupation.
 - vi. No commercial vehicles shall be stored at the premises except one delivery truck which does not exceed 12,000 gvw rated capacity.
 - vii. The home occupation is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character of the building from that of a dwelling.

- viii. Home occupation signs shall be limited to one (1) identification nameplate, not larger in area than two (2) square feet fastened to the home, and one (1) sign, not larger in area than one (1) square foot, fastened to the side of the mailbox structure at or below the level of the mail box. No off-site advertising signs shall be permitted.
- ix. The home occupation shall not occupy an area not more than the equivalent of twenty-five percent (25%) of the livable area of the dwelling or 1000 square feet, whichever is less. The livable area does not include the garage.
- x. The home occupation shall obtain a business license from the City.
- xi. The activities of the home occupation shall not involve the use of hazardous materials or chemicals in amounts that will increase the hazard of fire or explosion. Activities of the home occupation shall not decrease safety to the structure or occupants of the dwelling or adjacent dwellings.
- xii. The operation of the home occupation shall not produce any noise, smoke, glare, light, fumes, dust, electronic interference or similar condition which is discernible outside the dwelling.
- xiii. The physical appearance, traffic, and other activities in connection with the home occupation will not be contrary to the intent of the zone in which the home occupation is located and, in the opinion of the Planning Commission, the activities of the home occupation will not depreciate surrounding property values or the quality of the area for residential purposes as determined by the Planning Commission.
- xiv. A sexually-oriented business shall not be a home occupation.
- xv. An automotive repair business shall not be a home occupation.
- xvi. If the home occupation will have customers/clients coming to the home as part of the business, an inspection(s) of the business portion of the home is required to determine compliance with zoning, building, and life safety requirements. When no customers/clients will be coming to the home as part of the business, the applicant shall be required to submit the home business self fire inspection form.
- b. Commission May Attach Conditions. In order to achieve the objectives of this Code and to protect the health, safety and quality of life in the community the Planning Commission or City Planner may attach conditions to the granting of a home occupation consistent with the standards hereinabove stated.
- c. Continuing Obligation Business License Required. All home occupations shall be operated in compliance with the conditions herein above set forth and any conditions which may be attached as part of the approval. Upon approval of a home occupation the applicant shall be eligible to acquire a business license to operate. Issuance of the Business License shall be conditioned upon continued performance of the conditions of approval and said license shall be

refused or revoked upon failure of the owner and/or operator to maintain or operate the home occupation in accordance therewith.

The approval shall be valid for the remainder of the year in which it is first granted. Thereafter the approval will be extended for successive one year periods, commencing on January 1 of the calendar year, or such other date as the Council or City Planner may from time to time establish as the effective date for business licenses, provided (1) that the home occupation remains substantially the same as initially approved and (2) that the home occupation has remained active as evidenced by the acquisition of a valid business license for the previous year.

- 4. **Produce Stands** (Ord 96-05, 4/10/96). Incidental Produce stands may be permitted as a conditional use, upon approval by the Planning Commission and subject to compliance with the following:
 - a. Intent. The Intent and purpose of this Part is to allow the operation of incidental produce stands which supply the local market with needed food and farm products produced on the premises.
 - b. Terms and Conditions.
 - i. Incidental Produce Stands are listed as a conditional use in the zone.
 - ii. Only plants, animals, or parts thereof which are products of the subject lot shall be offered for sale.
 - iii. The Produce stand shall provide sufficient off-street parking space to safely accommodate the anticipated level of patrons. The required off-street parking shall be in addition to the spaces required to meet the parking requirements of the primary use.
 - iv. Each produce stand shall be entitled to one sign. Said sign shall have not more than thirty-two (32) sq. ft. of sign area and shall advertise only products of the lot. The sign shall not extend into the road right-of-way.
 - v. An annual business license to operate the produce stand shall be obtained from the City.
 - vi. The application shall include a detailed site plan showing the location of all dwellings and other buildings on the site and also all facilities and areas intended for use in the production, processing, storage and sales of the products intended to be offered for sale on the premises.

(Ord. 94-06, 5/24/94; Amended by Ord. 2004-13, 9/28/04) (Amended by Ordinance 2005-21 on 12/20/05)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

| | • | | | |
|--------------------------------|------|---|-------------------|-----------------|
| | AYE | NAY | ABSENT | ABSTAIN |
| Lon Lott | | | | |
| Gregory Gordon | | | | |
| Jason Thelin | | | | |
| Jessica Smuin | | | | |
| Carla Merrill | | | | |
| Presiding Officer | | Atte | est | |
| Tray Staut Mayor Alaina | City | Don | nia Caanar City P | Jacordon Alpina |
| Troy Stout, Mayor, Alpine City | | Bonnie Cooper, City Recorder Alpine City | | |

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Public Hearing – Ordinance 2021-19 Electronic Signs

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Greg Gordon, City Council

ACTION REQUESTED BY PETITIONER: Approve an amendment to the

Development Code to further limit the operating hours of electronic message display signs in Alpine

City.

BACKGROUND INFORMATION:

The City has received complaints about new electronic message display signs installed at Westfield Elementary and Alpine Elementary.

On October 5, 2021, the Planning Commission tabled this item so that staff could have time to verify if the signs meet the existing ordinance. Staff have spoken with the schools and sign company who installed the new signs, and it was found that the signs were running brighter than is permitted. Following that finding, the sign company adjusted the signs and trained the schools how to control the brightness. The signs are now on a timer that adjust the brightness of the signs as follows:

| 8PM-6AM | 0% Brightness |
|----------|-----------------|
| 6AM-11AM | 60% Brightness |
| 11AM-2PM | 100% Brightness |
| 2PM-5PM | 60% Brightness |
| 5PM-8PM | 20% Brightness |

The schools and sign company are happy to make further adjustments if necessary.

STAFF RECOMMENDATION:

Hold a public hearing and make a recommendation to the City Council.

SAMPLE MOTION TO APPROVE:

I move to recommend that Ordinance 2021-19 be adopted as proposed.

SAMPLE MOTION TO TABLE/DENY:

I move to recommend that Ordinance 2021-19 be tabled (or denied) based on the following:

• ***Insert Finding***

ALPINE CITY ORDINANCE 2021-19

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.25 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO THE HOURS OF OPERATION FOR ELECTRONIC MESSAGE DISPLAY SIGNS.

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the permitted hours of operation for electronic message display sign; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of the Alpine City, in the State of Utah, as follows: The amendment to Article 3.25.090 contained in the attached document will supersede Article 3.25.090; as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "3.25.090 Electronic Message Display Signs" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.25.090 Electronic Message Display Signs

For the purpose of providing parent and student information and displaying community and civic events, Electronic Message Display Signs are allowed at primary and secondary schools and City-owned property and shall comply with the following:

- 1. Electronic message display area shall not exceed an area four (4) feet in height and six (6) feet in width;
- 2. Electronic message display lumens shall not create a shadow at a distance greater than thirty (30) feet;
- 3. Electronic message displays shall not only be illuminated or active between the hours of 8:00 PM and 6:00 AMd during the following times:
 - a. -From an hour before to an hour after student instruction period begins and ends.
 - b. From a half hour before to a half hour after an after-school event begins and ends.
- 4. The sign may be operated at any time in the event of an emergency as designated by

the Police Chief and/or Fire Chief.

(Amended by Ord. No. 2005-02, 2/3/05 & Ord. No. 2005-19, 10/25/05; Ord. No. 2007-02, 4/24/07; Ord. No. 2008-04, 5/13/08; Ord. No. 2011-01, 01/11/11)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

| | ·• | | | |
|--------------------------------|------|---|-------------------|----------------|
| | AYE | NAY | ABSENT | ABSTAIN |
| Lon Lott | | | | |
| Gregory Gordon | | | | |
| Jason Thelin | | | | |
| Jessica Smuin | | | | |
| Carla Merrill | | | | |
| Presiding Officer | | Atte | est | |
| Troy Stout, Mayor, Alpine | City | Ron | nie Cooper City R | ecorder Alnine |
| Troy Stout, Mayor, Alpine City | | Bonnie Cooper, City Recorder Alpine City | | |

ALPINE CITY ORDINANCE 2021-19

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.25 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO THE HOURS OF OPERATION FOR ELECTRONIC MESSAGE DISPLAY SIGNS.

WHEREAS, The City Council of Alpine, Utah has deemed it in the best interest of Alpine City to amend the permitted hours of operation for electronic message display sign; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of the Alpine City, in the State of Utah, as follows: The amendment to Article 3.25.090 contained in the attached document will supersede Article 3.25.090; as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "3.25.090 Electronic Message Display Signs" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.25.090 Electronic Message Display Signs

For the purpose of providing parent and student information and displaying community and civic events, Electronic Message Display Signs are allowed at primary and secondary schools and City-owned property and shall comply with the following:

- 1. Electronic message display area shall not exceed an area four (4) feet in height and six (6) feet in width;
- 2. Electronic message display lumens shall not create a shadow at a distance greater than thirty (30) feet;
- 3. Electronic message displays shall only be illuminated or active during the following times:
 - a. From an hour before to an hour after student instruction period begins and ends.
 - b. From a half hour before to a half hour after an after-school event begins and ends.

4. The sign may be operated at any time in the event of an emergency as designated by the Police Chief and/or Fire Chief.

(Amended by Ord. No. 2005-02, 2/3/05 & Ord. No. 2005-19, 10/25/05; Ord. No. 2007-02, 4/24/07; Ord. No. 2008-04, 5/13/08; Ord. No. 2011-01, 01/11/11)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

| | · | | | |
|---------------------------|--------|------|--------------------|-----------------|
| | AYE | NAY | ABSENT | ABSTAIN |
| Lon Lott | | | | |
| Gregory Gordon | | | | |
| Jason Thelin | | | | |
| Jessica Smuin | | | | |
| Carla Merrill | | | | |
| Presiding Officer | | Atte | est | |
| Troy Stout, Mayor, Alpine | e City | | nie Cooper, City R | Lecorder Alpine |
| | | City | | |

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Public Hearing – Ordinance 2021-21 Fence on Private Property

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve an amendment to the

Development Code to make it clear where fences are to be located.

BACKGROUND INFORMATION:

Alpine City requires fences be located on a property line or within the boundaries of one's own property. However, some residents have had trouble understanding this requirement and have installed fences where they should not have. Staff is hoping that an amendment to the code will help make things clear to help avoid future fence issues.

STAFF RECOMMENDATION:

Hold a public hearing and make a recommendation to the City Council.

SAMPLE MOTION TO APPROVE:

I move to recommend that Ordinance 2021-21 be adopted as proposed.

SAMPLE MOTION TO APPROVE WITH CONDITIONS:

I move to recommend that Ordinance 2021-21 be adopted with the following conditions:

• ***Insert Finding***

SAMPLE MOTION TO TABLE/DENY:

I move to recommend that Ordinance 2021-21 be tabled (or denied) based on the following:

• ***Insert Finding***

ALPINE CITY ORDINANCE 2021-21

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.21.060 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO FENCE LOCATION REQUIREMENTS.

WHEREAS, The Planning Commission held a public hearing on November 16, 2021, regarding proposed amendments to Article 3.21.060 of the Development Code; and

WHEREAS, on November 30, 2021, the Alpine City Council has deemed it in the best interest of Alpine City to amend the Development Code; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of the Alpine City, in the State of Utah, as follows: The amendments to Article 3.21.060 will supersede Article 3.21.060 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "3.21.060 Fences, Walls And Hedges" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.21.060 Fences, Walls And Hedges

- 1. **Requirement**. All fences must be approved by the planning and zoning department and a building permit obtained. Fences shall be located on property lines or within property boundaries.
- 2. **Front Yard Fences**. Privacy fences, walls and hedges along the street frontage of a lot shall not exceed 3 feet in height when placed within 10 feet of the front property line. Open style fences shall not exceed 4 feet in height when placed within 10 feet of the front property line. Front yard fences may be eight (8) feet in height if they are placed at least 10 feet back from the front property line.
- 3. **Interior Side Yard Fences**. Fences alongside yards shall not exceed 3 feet in height for privacy fences and 4 feet in height for open style fences when they are within 10 feet of the front property line. Side yard fences may be eight (8) feet in height when they are located at least 10 feet back from the front property line.
- 4. **Rear Yard Fences**. A rear yard fence may be eight (8) feet in height.

- 5. Corner Lot Fences within the Sight Triangle. The sight triangle on corner lots shall not be obstructed. Privacy fences, walls, or hedges shall not exceed three (3) feet in height, and open-style fences shall not exceed four (4) feet in height, when located within the sight triangle on a corner lot. The sight triangle is defined as the area formed by connecting the corner of the property to points 35 feet back along each property line abutting the street.
- 6. **Corner Lot Fences outside the Sight Triangle**. Side yard fences abutting the street may be eight (8) feet in height when they are located at least 35 feet back from the front property line, outside the sight triangle. For interior side fence see DCA 3.21.060 Part 2.
- 7. **Fences on Retaining Walls**. Under no condition shall a fence and wall exceed nine (9) feet on the same plane. If a privacy fence that is on top of a retaining wall would exceed nine (9) feet, the fence shall be set back at least four (4) feet from the back side of the retaining wall. Open style fences including but not limited to rail fences, field fences, or chain link fences are permitted to be on the same plane as a retaining wall.
- 8. **Agricultural Fences**. Fences on property where an identifiable commercial agricultural product is produced shall not exceed eight (8) feet in height, and shall be an open style fence.
- 9. Fences Along Public Open Space and Trails. See DCA 3.16, DCA 3.16.100 Part 1 and DCA 3.17 and DCA 3.17.100 Part 3,a.

Fences or borders along property lines adjacent to a trail or open space must meet with the City Planner and meet specific standards.

- a. When the width of the open space or trail easement is less than 50 feet, bordering fences may not exceed eight (8) feet in height, and shall not obstruct visibility. (Open style fences such as rail fences, field fence, or chain link are preferable.)
- b. When the width of the open space or trail easement is 50 feet or more, fence standards as specified elsewhere in this ordinance apply.
- c. Fences and hedges must be completely within the boundaries of the private property.
- d. Hedges or shrubs must be maintained to the same height requirements as fences.
- e. The owner of the fence or hedge must maintain the side facing the open space.
- 10. **Conditional Uses for Interior Fences**. A conditional use permit may be approved by the City Planner for an interior fence over eight (8) feet in height for such things as sports courts, gardens and swimming pools. A conditionally approved interior fence shall not exceed twelve (12) feet in height and shall be an open style fence. (Ord. No. 2015-06, 05/26/15)

(amended by Ord. No. 2005-02, 2/8/05; Ord. No. 2013-10, 7/9/13; Ord. No. 2015-06, 05/26/15; Ord. No. 2017-01, 01/10/17; Ord. No. 2017-13, 06/27/17)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

| | · | | | |
|--------------------------------|-----|------|--------------------|-----------------|
| | AYE | NAY | ABSENT | ABSTAIN |
| Lon Lott | | | | |
| Gregory Gordon | | | | |
| Jason Thelin | | | | |
| Jessica Smuin | | | | |
| Carla Merrill | | | | |
| Presiding Officer | | Atte | est | |
| Troy Stout, Mayor, Alpine City | | Bon | nie Cooper, City R | Recorder Alpine |
| | - | City | | • |

ALPINE CITY ORDINANCE 2021-21

AN ORDINANCE ADOPTING AMENDMENTS TO ARTICLE 3.21.060 OF THE ALPINE CITY DEVELOPMENT CODE PERTAINING TO FENCE LOCATION REQUIREMENTS.

WHEREAS, The Planning Commission held a public hearing on November 16, 2021, regarding proposed amendments to Article 3.21.060 of the Development Code; and

WHEREAS, on November 30, 2021, the Alpine City Council has deemed it in the best interest of Alpine City to amend the Development Code; and

WHEREAS, the Alpine City Planning Commission has reviewed the proposed Amendments to the Development Code, held a public hearing, and has forwarded a recommendation to the City Council; and

WHEREAS, the Alpine City Council has reviewed the proposed Amendments to the Development Code:

NOW THEREFORE, be it ordained by the Council of the Alpine City, in the State of Utah, as follows: The amendments to Article 3.21.060 will supersede Article 3.21.060 as previously adopted. This ordinance shall take effect upon posting.

SECTION 1: <u>AMENDMENT</u> "3.21.060 Fences, Walls And Hedges" of the Alpine City Development Code is hereby *amended* as follows:

AMENDMENT

3.21.060 Fences, Walls And Hedges

- 1. **Requirement**. All fences must be approved by the planning and zoning department and a building permit obtained. Fences shall be located on property lines or within property boundaries.
- 2. **Front Yard Fences**. Privacy fences, walls and hedges along the street frontage of a lot shall not exceed 3 feet in height when placed within 10 feet of the front property line. Open style fences shall not exceed 4 feet in height when placed within 10 feet of the front property line. Front yard fences may be eight (8) feet in height if they are placed at least 10 feet back from the front property line.
- 3. **Interior Side Yard Fences**. Fences alongside yards shall not exceed 3 feet in height for privacy fences and 4 feet in height for open style fences when they are within 10 feet of the front property line. Side yard fences may be eight (8) feet in height when they are located at least 10 feet back from the front property line.

- 4. **Rear Yard Fences**. A rear yard fence may be eight (8) feet in height.
- 5. **Corner Lot Fences within the Sight Triangle**. The sight triangle on corner lots shall not be obstructed. Privacy fences, walls, or hedges shall not exceed three (3) feet in height, and open-style fences shall not exceed four (4) feet in height, when located within the sight triangle on a corner lot. The sight triangle is defined as the area formed by connecting the corner of the property to points 35 feet back along each property line abutting the street.
- 6. **Corner Lot Fences outside the Sight Triangle**. Side yard fences abutting the street may be eight (8) feet in height when they are located at least 35 feet back from the front property line, outside the sight triangle. For interior side fence see DCA 3.21.060 Part 2.
- 7. **Fences on Retaining Walls**. Under no condition shall a fence and wall exceed nine (9) feet on the same plane. If a privacy fence that is on top of a retaining wall would exceed nine (9) feet, the fence shall be set back at least four (4) feet from the back side of the retaining wall. Open style fences including but not limited to rail fences, field fences, or chain link fences are permitted to be on the same plane as a retaining wall.
- 8. **Agricultural Fences**. Fences on property where an identifiable commercial agricultural product is produced shall not exceed eight (8) feet in height, and shall be an open style fence.
- 9. Fences Along Public Open Space and Trails. See DCA 3.16, DCA 3.16.100 Part 1 and DCA 3.17 and DCA 3.17.100 Part 3,a.

Fences or borders along property lines adjacent to a trail or open space must meet with the City Planner and meet specific standards.

- a. When the width of the open space or trail easement is less than 50 feet, bordering fences may not exceed eight (8) feet in height, and shall not obstruct visibility. (Open style fences such as rail fences, field fence, or chain link are preferable.)
- b. When the width of the open space or trail easement is 50 feet or more, fence standards as specified elsewhere in this ordinance apply.
- c. Fences and hedges must be completely within the boundaries of the private property.
- d. Hedges or shrubs must be maintained to the same height requirements as fences.
- e. The owner of the fence or hedge must maintain the side facing the open space.
- 10. **Conditional Uses for Interior Fences**. A conditional use permit may be approved by the City Planner for an interior fence over eight (8) feet in height for such things as sports courts, gardens and swimming pools. A conditionally approved interior fence shall not exceed twelve (12) feet in height and shall be an open style fence. (Ord. No. 2015-06, 05/26/15)

(amended by Ord. No. 2005-02, 2/8/05; Ord. No. 2013-10, 7/9/13; Ord. No. 2015-06, 05/26/15; Ord. No. 2017-01, 01/10/17; Ord. No. 2017-13, 06/27/17)

PASSED AND ADOPTED BY THE ALPINE CITY COUNCIL

| | AYE | NAY | ABSENT | ABSTAIN |
|---------------------------|---|-------|----------|-----------|
| Lon Lott | | 11122 | 112021(1 | 112011111 |
| Gregory Gordon | | | | |
| Jason Thelin | | | | |
| Jessica Smuin | | | | |
| Carla Merrill | | | | |
| Presiding Officer | | Atte | Attest | |
| | - C' | | | |
| Troy Stout, Mayor, Alpine | Bonnie Cooper, City Recorder Alpine City | | | |

ALPINE PLANNING COMMISSION AGENDA

SUBJECT: Planning Commission Minutes September 21 & October 5

FOR CONSIDERATION ON: 16 November 2021

PETITIONER: Staff

ACTION REQUESTED BY PETITIONER: Approve Minutes

BACKGROUND INFORMATION:

Minutes from the September 21, 2021, and October 5, 2021, Planning Commission Meetings.

STAFF RECOMMENDATION:

Review and approve the Planning Commission Minutes.

| 4 5 I. GENE | CRAL BUSINESS |
|-------------------------|--|
| 6 | |
| | Welcome and Roll Call : The meeting was called to order at 7:00 p.m. by Chairwoman Jane briener. The following were present and constituted a quorum: |
| 9 | |
| | nan: Jane Griener |
| | ion Members: John MacKay, Ethan Allen, Ed Bush, Troy Slade, |
| | Alan MacDonald stin Roy, Jed Muhlestein, Marla Fox |
| 13 Stair. Au 14 | still Roy, Jed Mulliestelli, Maria Pox |
| | . Prayer/Opening Comments: Ethan Allen |
| | 2. Pledge of Allegiance: Ed Bush |
| 17 | |
| 18 II. PUB I | CIC COMMENT |
| | e Comment |
| 20 | |
| | TION ITEMS |
| 22 23 A. P | rublic Hearing – Zone Change – 542 South Alpine Highway |
| 23 A. 1 24 City Plan | ner Austin Roy explained that the applicant is proposing a zone change for the property located |
| | uth Alpine Highway. The property is currently zoned as CR-40,000 residential single family and |
| | osed that the zoning be changed for this property as follows: 3.31 acres as commercial in the |
| | Commercial Zone and 7.24 acres as a senior housing overlay in the Business Commercial Zone. |
| | ining 10.17 acres would not change zone but remain in the single-family CR-40,000 Zone. The |
| | concept plan would require that PRD status be granted to the 10.17 acres of property to remain |
| | -40,000 zone. Thus, the applicant is seeking approval of a zone change, a senior housing overlay |
| | e zone change for part of the overall property, and PRD status for the other part of the property. |
| or within the | c zone change for part of the overall property, and I KD status for the other part of the property. |
| 32 Austin Ro | by showed on a map a proposed layout of where the commercial buildings, senior housing, and |
| 33 residentia | l homes would go. He said UDOT would have to approve a road connecting the Ranch |
| 34 subdivisio | on to the main highway. He said there is an easement on the south side of the property which |
| | ve to be worked around. |
| 26 A .: D | |
| | by said we would need to see a concept plan that addresses off street parking, landscaping, |
| _ | designs, etc. The applicant would have to provide this information before we could move |
| | He said the business commercial requires some sort of barrier between commercial and |
| | l. He said this could be a wall or a fence. He also said business commercial requires 20 percent |
| _ | ng and cover dumpsters and things like that. There's just not enough information here to go off |
| - | t, we'll be talking about if this is an idea we would want to do and hold the public hearing to get |
| 42 neighbor | s thoughts. |
| 43 Jed Muhl | estein said we're at a pre-concept plan with the developer to see if there is an appetite for a |
| | te this. The developer wants to know if the Planning Commission would be on board with a plan |
| like this. | |

- 1 Jed Muhlestein said the concept plan and the zone change need to come in together and be approved
- 2 together in order for everything to work. He said if that's the case, then we need a more solid concept
- 3 plan to work with. He said the plan turned in would not work, but a variation of this plan could work.
- 4 Jed Muhlestein said he has been working with UDOT about two connecting roads from this proposed
- 5 subdivision. He said UDOT have very specific rules with their intersections spacing. Their intersection
- 6 spacing is 750 feet, and looking at this concept plan, there's less than 750 feet within those two
- 7 connections.
- 8 Jed Muhlestein said if there is an appetite for a re-zone of this area, then one of the requirements is that
- 9 the developer work with UDOT and come up with a viable option as far as the intersections. He said it's
- 10 possible for the developer to get a variance from UDOT to do what has been shown, but we don't know
- that yet because we haven't got that far.
- 12 Jed Muhlestein said Austin Roy mentioned the Metropolitan Water District Easement. He said as part of
- 13 the noticing requirements, the Metropolitan Water District did receive a letter of the potential zone change
- in this area and they provided comment back to staff essentially telling us that this concept plan would not
- work. Jed Muhlestein said he did talk to the Metropolitan Water District and through e-mails asked them
- 16 if other options would work. For Example, bring the road in a little further south and then cross their
- easement at a ninety-degree angle. They said through e-mail that something like that could work. He
- 18 said we haven't got far enough along to work with the district and give them more of a solid plan that
- 19 they can vet and give us some kind of approvals on.
- 20 Jed Muhlestein said tonight we need to give the developer some direction on whether there is an appetite
- 21 for a plan like the one proposed. He said whether this is approved, denied, or tabled, we need to push this
- 22 idea on to City Council next week to get their thoughts. If they don't like it, the developer will go in
- another direction. If there is interest, the developer can move forward with the concept plan and start
- 24 working with these other entities and start fine tuning their plan and come up with something that will
- work.
- Austin Roy showed renderings of what the commercial area would look like. Jane Griener asked what
- 27 type of commercial would be built. Austin Roy said building pads would be built and then they would be
- 28 leased out to different tenants. Austin Roy said if this area was re-zoned for business commercial, they
- 29 would have to meet the Historic Gateway guidelines. In reviewing the renderings, Austin Roy
- 30 commented that the buildings look similar to the Harris office building at the round-about.
- 31 John Jensen, applicant, said they had a meeting with UDOT and got additional input from them and they
- desire to be part of the solution to get traffic to the other side of the creek. He said he realizes they need
- to work out details with infrastructure like the gas line easement and water and sewer. He said he knows
- 34 residents are concerned with traffic. He said there is already a lot of traffic on the highway but knows the
- 35 city would like a connection from the highway to the west side and this development would allow that.
- 36 John Jensen said he would like to bring beautiful professional buildings to Alpine and businesses with
- 37 low traffic like a chiropractor or something like that. He said they have done a traffic study so they can
- get more direction. He said their plan would create half acre lots on the west and south that are similar to
- what is currently there. He said they have planned to put in a park as a buffer on the south end. They

- thought if they put the commercial building along the highway, it would buffer the noise of the traffic.
- 2 He said there is also a high need for senior housing, and the park would be a buffer from them and the
- 3 neighbors to the south.
- 4 Jane Griener opened the Public Hearing.
- 5 Brent Boulter, resident, said he has concerns about the business commercial pads being so close to his
- 6 home and said it would bring added noise, litter, and lights to an already loud and busy section of the
- 7 highway. He asked if the city wants the business section and if so, why in this location. He said the
- 8 ancillary road on the north-east side would cause undo traffic and congestion at the top of our shared
- 9 driveway.
- 10 Suzanne Tyler, 491 S Alpine Highway, asked if this project is going to increase her taxes because she is
- on a fixed income. She also wanted to know if we are going to be able to provide enough water for this
- project. She said we have already had to cut back on watering time and is concerned we won't have
- enough for those of us that are already here. Her third concern is parking. She said the Burgess Fruit
- Farm has had parking issues on the highway and she is concerned someone is going to get hurt. She said
- 15 people drive very fast around that bend and she is concerned about it. She said she doesn't want things to
- get more expensive and that she's like to take a bath once in a while.
- 17 Shibaz, 559 Pine Drive, asked why we are still doing zone changes. He said this brings more houses and
- more traffic. He said there was a reason this property was set up as a one-acre zone and he is not in favor
- of changing it from a one-acre zone. He said he would like to preserve the small town feeling of Alpine
- and said the zone change doesn't bring any benefit to the city.
- 21 Paul Feldstead, 365 River Circle, said he appreciates the buffer by the creek with family style homes. He
- said the parking between the businesses and the senior housing seems quite tight and said there is no
- common area for the senior area.
- Wally Western, 541 W 800 S, said he didn't see parking for the senior housing or for guests. He said we
- 25 need more affordable senior housing and no less than CR-20,000.
- 26 Clark Burgess, 905 E 300 N, said he sold his property. The new owner plans to keep one house and the
- orchard. He said the Bangerter property has a lot of slope, the road has a bend right at the fruit stand, and
- traffic is fast. The new owner wants to lease the orchard for 20 years. He said he doesn't think Alpine
- 29 needs any more commercial buildings.
- Mike Webster, 46 W 800 S, said he has concerns about an access road into 800 South. He said he agrees
- 31 with Mr. Burgess that Alpine doesn't need any more commercial buildings. He said we have many
- 32 buildings in Alpine with available signs on them with vacancies. He said this plan has way too many
- senior housing units and doesn't think they are needed.
- Harry Terrell, 884 S Alpine Highway, said he is concerned with traffic and people driving over the speed
- 35 limit. He said it is increasingly difficult to get out of his driveway and on to the highway. He wanted to
- 36 know what the benefit of adding more commercial buildings to Alpine was. He said the buildings we
- have are not being fully utilized and he doesn't see the need for additional buildings.

- 1 Jane Griener closed the Public Hearing.
- 2 John Jensen said these businesses will increase Alpine's tax benefit.
- 3 Jane Griener said that someone mentioned water. She said the biggest use ow water is one acre lots
- 4 because of landscaping, so this would have less of a drain on water even though it is more people. She
- 5 said our culinary water is not in question, but the secondary water is what we are concerned about.
- 6 John Jensen asked if there was a well dedicated to that property. Jed Muhlestein said there was not a well
- 7 and the property is using secondary water. He said with one acre lots, you will use more outdoor water
- 8 and with half acre lots, you will use more indoor water, so it comes out as a wash. He said we don't have
- 9 a strong opinion one way or the other on a zone change based on the water usage. He said, however, our
- 10 culinary water is our most important water. He said we need to be careful when we do zone changes
- because we keep chipping into our culinary water, and it will be an issue for us at some point.
- 12 Jed Muhlestein said this project is at the very end of the sewer line and the line that runs through the
- property is the main trunk line for the city. He said it goes down to 800 south and exits into Highland
- 14 City. He said this line is running at fifty percent full which in terms of capacity we determine the line is
- 15 at full capacity. You don't want to take it above that, or you run into plugging issues. We call those
- super bowl flushes where everyone flushes at the same time.
- 17 Jed Muhlestein said he ran this plan through Horrocks Engineers, and they maintain all the utility master
- plans for the city. He said their comments were that the city has planned for this property to develop, and
- we will be able to serve it either way.
- The Planning Commission had a discussion about parking, landscaping, and the number of senior housing
- 21 units. Austin Roy said the businesses would have to meet a twenty percent landscaping requirement.
- 22 Ed Bush said the density of the senior housing, businesses and multiple homes is not what we are looking
- for. He said this is not what we want for the character of Alpine.
- 24 Jane Griener asked if we want or need more businesses. Ethan Allen said they could be tremendous if
- they were the right businesses. Austin Roy said at some point, we will be built out and lose impact fees
- and lose city income. Businesses are a good tax base.
- 27 Jane Griener said taxes would go up in the future if we have no other way to make income. She said we
- did a tax leakage study a few years ago and it found that retail probably wouldn't work unless you had an
- anchor store, or theater, or some sort of gathering space. The question was brought up if we want to bring
- more people to Alpine or need more gathering places or do we want this kind of revenue coming in.
- 31 Ethan Allen said there's no question that we would like a sales tax base. Jane Griener said not
- 32 necessarily, maybe the residents would rather pay higher taxes and have it stay as it is.
- Ethan Allen said the plan shows a buffer all around the property except on the north end where there still
- are a couple of homes. He said we need to consider how they would get out of their driveway and on to
- 35 the street.

- 1 Jane Griener said the city gets comments about putting in low-income housing. She said the city has no
- 2 control over someone's property prices. She said just because you go from the CR-40,000 to the CR-
- 3 20,000 zone, doesn't make the home any more affordable.
- 4 Jared, developer, said most cities are giddy when they hear businesses want to build in their city because
- 5 they want the tax base to help cover the city's administrative costs. He said he lives on the border of
- 6 Highland and Alpine and said the Burgess Orchards is a nightmare. He said it is frightening driving
- through that area. He said he is aware that the people on Ranch Drive don't want a road to connect to the
- 8 highway, but that is part of the city master plan. He said having the connectivity to Ranch Drive will
- 9 decrease traffic, not increase it. He said connecting the trail from 800 South will be better because it will
- 10 keep people off the road. He also said the city would be gaining open space for a little park.
- Jane Griener asked if the city wanted another park. She said it costs money to run a park. John Jensen
- said they are happy to develop the park if that's what the city wants. Jane Griener asked the developer if
- they had any other ideas because there are concerns about the density of the senior housing, the closeness
- to the businesses, and losing the views to the west.
- John Jensen, developer, said we are on the opposite side of the curve which gives us better sight lines.
- 16 There's an interesting elevation change from the highway down to the property that would have to be
- mitigated properly. He said they would be happy to come back and show a landscape version of the plan
- around the senior housing. He said they are providing a three-acre park as their open space as well.
- 19 Jane Griener said it would have to be determined if that were public or private open space and who was
- taking care of it. She said it would be better to have some open space or more parking within the
- 21 property.
- 22 Ed Bush said there would be an issue for parking for the park. He said he was worried that the Water
- 23 District would not want us to build anything across the easement and this would force people to park on
- 24 the street.
- 25 The Planning Commission asked what the cost of the senior housing would be. The applicant said they
- would be similar to what is currently being built, but it would depend on what the market is at the time.
- 27 John Jensen, developer, said they were looking into doing a round-a bout and had planned to talk to
- 28 UDOT to get their feedback. They would also like to discuss that idea with the city to see if that is
- 29 something the city would be in favor of.
- Jane Griener said bringing in commercial businesses would give the city a tax benefit. She said we need
- 31 to discuss the benefits of brining in more senior housing and if the city wants that.
- 32 Ed Bush said we need to get a better handle on what our current business commercial vacancy is.
- 33 Jane Griener said there are services that our residents do use; like going to the dentist or the doctor. She
- said she would like to see a future projection of what our income will be when we are built out so the
- 35 citizens can see what will happen if we don't bring in any commercial businesses for taxes.
- 36 Clark Burgess asked who would pay for the bridge. Jane Griener said that would be between the city and
- 37 the developer to decide.

- Jane Griener said any type of infrastructure to the city is a benefit to the city.
- 2 Ed Bush said he is torn about adding new commercial, but also doesn't just want to see backyard fences
- 3 along the highway.
- 4 **MOTION:** Commission Member Ethan Allen moved to recommend that the proposed change of zone,
- 5 for the property located at 542 South Alpine Highway, be denied based on the following:
- 6 1. We do not have a workable plan at this time.
- 7 Ed Bush seconded the motion. The motion died.
- 8 MOTION: Commission Member John MacKay moved to recommend that the proposed change of zone,
- 9 for the property located at 542 South Alpine Highway, be tabled based on the following:
- 1. The change of zone (and subsequent overlays), be contingent upon the simultaneous and concurrent approval of a Major Subdivision Concept Plan,
- 12 2. A traffic study for the concept plan be submitted and reviewed prior to approval,
- 3. Prior to approval of a zone change based on a concept plan, that the concept plan be fully vetted with MWDSLS with documentation of approval,
- 4. A more refined concept plan with respect to road alignments, right-of-way widths, and UDOT approvals be submitted before moving forward in the approval process,
- 5. More information is given to the tax base,
- 18 6. More information is given for less density.

Jane Griener seconded the motion. There were 2 Ayes and 2 Nays (recorded below). The motion did not pass.

21

22 <u>Ayes:</u>
23 John MacKay Ed Bush
24 Jane Griener Ethan Allen

25

- 26 **MOTION:** Commission Member Ethan Allen moved to recommend that the proposed change of zone,
- for the property located at 542 South Alpine Highway, be denied based on the following:
- 1. We do not have a workable plan at this time,
- 29 2. The change of zone (and subsequent overlays), be contingent upon the simultaneous and concurrent approval of a Major Subdivision Concept Plan,
- 3. A traffic study for the concept plan be submitted and reviewed prior to approval,
- 4. Prior to approval of a zone change based on a concept plan, that the concept plan be fully vetted with MWDSLS with documentation of approval,

- 5. A more refined concept plan with respect to road alignments, right-of-way widths, and UDOT approvals be submitted before moving forward in the approval process,
- 3 6. More information is given to the tax base,

Ed Bush

- 7. More information is given for less density
- 5 Ed Bush seconded the motion. There were 4 Ayes and 0 Nays. The motion passed.

6 Ayes: Nays:
7 Jane Griener
8 John MacKay
9 Ethan Allen

10 11 12

13 14

15

16

17

4

B. Site Plan – Alpine Animal Hospital Addition – 424 South Alpine Highway

Austin Roy explained that the applicant is seeking to build an addition onto the existing facility. The site is located within the Business Commercial Zone and the Gateway Historic District. The new proposed addition would increase the square footage of the building from approximately 2,528 square feet to approximately 5,849 square feet. The overall size of the property is 1.01 acres. The developer is seeking approval of the proposed site plan.

- Austin Roy said the applicant is proposing an addition to the original building. He said we have to make
- sure it meets the setbacks in the zone. Staff looked at this and said the applicant is proposing a 10 ½ foot
- setback on the northwest side. Austin Roy reminded the Planning Commission that the applicant had
- 21 been approved to build a dog boarding building a couple of years ago, but that plan has been abandoned
- for this new plan.
- 23 Austin Roy said the new addition would not be for dog boarding, but for full veterinary services which
- are needed. He said the setbacks do meet the requirement of a 10-foot side setback.
- 25 Austin Roy said according to our ordinance, the business would need 20 off-street parking spaces based
- on the use of the building. He said given the square footage of the building, they actually have 30
- 27 proposed parking stalls on their plan with two of the stalls being ADA accessible stalls.
- Austin Roy said screening between a business property and a residential property is required. He said
- there are no bordering residential properties, so they don't have to worry about that.
- 30 Austin Roy said they are required to have twenty percent landscaping and they have fifty three percent
- 31 even after doing the addition, so landscaping is not a concern.
- Austin Roy said the applicant will put in a fenced in enclosure to house the trash container. He said the
- height of the addition is twenty feet four inches, which is well under our height restriction of thirty-four
- 34 feet.
- 35 Austin showed a sample of materials for the addition that is being proposed. He said there is a slate gray
- 36 sample of the siding. He said the current building has brick on it. Jane Griener said she didn't think the
- 37 gray and blue met the Historic Gateway Guidelines. Austin Roy showed renderings of the current
- building which is gray and blue with some brick at the bottom.

- 1 Jed Muhlestein said as far as engineering goes, we're looking at paved surface, curbs, striping, and size of
- 2 parking stalls. He said all of these things appear to meet ordinance. They do have a lighting plan and are
- 3 proposing five new lights for the new parking area. He said all the lights are shining downward, and not
- 4 upward or outward.
- 5 Jed Muhlestein said the utilities would be served by the services in the existing building. He said they are
- 6 proposing a new storm water retention pond on the northwest side which meets the ordinance.
- 7 Jane Griener asked where the open space was. Austin Roy showed on a map the southeast side of the
- 8 property where there is grass and trees next to the street.
- 9 Jed Muhlestein said new standards for streetlights was recently passed so the applicant needs to follow the
- 10 new lighting requirements.
- Jane Griener said she would like to see the building follow the Gateway Historic Guidelines a little bit
- more with the color choices or add more brick or stone to align more with what is in the area.
- Aaron Haywood, contractor, said he has taken notes and will take them back to the owner. He showed a
- rendering of what the new addition would look like. He said there will be a fence covering part of the
- building so the public won't see all of the building. In trying to keep costs down, the owner opted to not
- put brick on the hidden part. He said on the portion that would have brick, they would try to match it to
- 17 the original building as much as possible.
- Jane Griener said she would like to see more of a landscape plan that what is currently there. She would
- 19 like to see more effort put into some architectural detail on the building as well.
- 20 Gary Streadbeck, Alpine City Arts owner, would like the veterinary business to keep the noise and smells
- down as much as possible. He said they have been good neighbors and look forward to having a good
- 22 relationship with them in the future. He asked the contractor to explain where the storm water retention
- 23 pond would be located. Jed Muhlestein said the retention pond was calculated for a one-hundred-year
- 24 storm.
- 25 MOTION: Commission Member Ethan Allen moved to recommend that the site plan for the Alpine
- Animal Clinic addition be approved with the following conditions:
- 1. The brick be extended to the end of the building,
 - 2. The fence be moved to the end of the building, so it meets the Historical Guidelines,
- 29 3. Lighting needs to meet the new lighting ordinance.
- 30 Ed Bush seconded the motion. There were 3 Ayes and 1 Nays (recorded below). The motion passed.

31

28

32 <u>Ayes:</u> 33 John MacKay <u>Nays:</u> Jane Griener

34 Ethan Allen 35 Ed Bush

36

| 38 39 | Ayes: | Nays: |
|--|--|--|
| 37 | Ethan Allen seconded the m | otion. There were 5 Ayes and 0 Nays (recorded below). The motion passed. |
| 36 | 2. Highly recomm | end the first two stalls next to the road be used for landscaping design. |
| 35 | 1. Allow the acces | s easement to not be included in the landscape requirement calculation, |
| 33 34 | | mber John MacKay moved to recommend that the site plan for the Links and approved with the following conditions: |
| 28 29 30 31 32 | thing you could do is not co said she is okay with not co Main Street. She said this b | no exception for reducing the landscaping requirement. He said the only and the easement because the applicant has no control over that. Jane Griener nting the easement but would like the applicant to put landscaping up next to addling is right on the street with no way to add landscaping to the front of the one chance to ask for landscaping on Main Street. |
| 20 21 22 23 24 25 26 27 | easement for three other pro- easement when calculating would have the required two only have sixteen percent la benefit anyone because it w | e driveway to access the back lot is owned by Links and Kings but is an perties. The applicant is asking to not include the square footage of the ne landscaping requirements. If that square footage was taken out, they may percent landscaping. If they had to include the easement, they would adscaping. Jane Griener said the landscaping behind the building would not build not be seen. She suggested taking out a couple of parking stalls in the dscaping that area. Austin Roy said he didn't know if those parking stalls |
| 16 17 18 19 | have a twenty-two-foot rear between the business and re | eds the parking requirement with twenty-eight parking stalls. He said they setback, and ten feet on the side. Additional screening will not be required idential homes. The height of the home is thirty feet ten inches which meets ecture of the building is in line with other buildings in the area. |
| 10 11 12 13 14 15 | Jane Griener asked if there Austin Roy read from the or premises as a permitted or control of the control of th | required to be hooked up to the current utilities on the property. There any size restrictions for living space in the business commercial zone. In the same of the states: Residential structures located within or on the same of the main building setbacks on the premises. Residential structures use. |
| 9 | Austin Roy said the first flo | or would be garage space with the upper floor as an apartment or living space. |
| 4 5 6 7 8 | property. The new building ground floor. The site is loc The proposed building means | would serve as a residence on the upper floor, with a large garage on the ted within the Business Commercial Zone and the Gateway Historic District. ares 5,549 square feet in size and would be built on the same property as the lding. The property is approximately 0.64 acres in size. The applicant is |
| 1 2 3 | | nd Kings Heindorff Building – 62 South Main Street t is seeking to build a new building on the west end of the Links and Kings |

1 Jane Griener None 2 John MacKay 3 Ethan Allen 4 Ed Bush 5 Troy Slade 6 7 IV. COMMUNICATIONS 8 Austin Roy said the City Council is having a meeting on the twenty-eighth. The mayor would like to do a 9 field trip at five-thirty pm and would like the Planning commission to be there as well. The mayor would 10 like to drive around and look at some examples of homes and height situations. Everyone meet at City Hall and we'll go from there. This should last a little over an hour. 11 12 13 V. APPROVAL OF PLANNING COMMISSION MINUTES: August 17, 2021 14 15 **MOTION:** Troy Slade moved to approve the minutes for August 17, 2021, as written. 16 17 John MacKay seconded the motion. There were 5 Ayes and 0 Nays (recorded below). The motion 18 passed unanimously. 19 20 Ayes: Nays: 21 Jane Griener None 22 Ed Bush 23 John MacKay 24 Ethan Allen 25 Troy Slade 26 27 **MOTION:** Ethan Allen moved to adjourn the meeting. 28 29 Ed Bush seconded the motion. There were 5 Ayes and 0 Nays (recorded below). The motion passed 30 unanimously. 31 32 Ayes: Nays: 33 Jane Griener None 34 Ed Bush 35 Ethan Allen 36 Troy Slade 37 John MacKay 38 39 The meeting was adjourned at 9:38 p.m.

40 41

ALPINE CITY PLANNING COMMISSION MEETING Alpine City Hall, 20 North Main, Alpine, UT October 10, 2021

I. GENERAL BUSINESS

A. Welcome and Roll Call: The meeting was called to order at 7:00 p.m. by Chairwoman Jane Griener. The following were present and constituted a quorum:

Chairwoman: Jane Griener

Commission Members: Alan MacDonald, John MacKay, Ethan Allen, Ed Bush, Troy Slade,

Excused:

Staff: Austin Roy, Jed Muhlestein, Marla Fox

B. Prayer/Opening Comments: Troy SladeC. Pledge of Allegiance: John MacKay

II. PUBLIC COMMENT

No Public Comment

III. ACTION ITEMS

A. Public Hearing – Ordinance 2021-19 Electronic Signs

The city has received complaints about new electronic message display signs installed at Westfield Elementary and Alpine Elementary. To reduce the impact of these signs, it is proposed that the code be amended to further restrict the hours of operation of these signs.

Austin Roy said the new signs at the Westfield Elementary and Alpine Elementary are very bright and we are discussing new proposed language. City Councilman, Greg Gordon, made this suggestion: Electronic message displays shall only be illuminated or active during the following times:

- 1. From an hour before to an hour after school instruction period begins and ends,
- 2. From a half hour before to a half hour after an after-school event begins and ends.

Ed Bush said in the old ordinance it states that the lights had to be turned off at 8:00 pm.

Jane Griener opened the Public Hearing. There were no comments and Jane Griener closed the Public Hearing.

Ed Bush said the new signs look larger than 4 X 6. Austin Roy said they shouldn't be larger than that but said he hasn't personally measured them.

Austin Roy said these signs are like high-definition TV where they can put a lot up on them. Some of the Planning Commission members wanted to know how these were even allowed and if it were too late to do something about them. Austin Roy said they are already installed.

Alan MacDonald said these hours proposed are pretty restrictive where working parents wouldn't even be able to see the messages.

Ethan Allen said a distracting sign in front of a school is not ideal. Alan MacDonald said he agrees that the signs should not be bright, but they are not useful if parents don't see the messages.

Ed Bush said these signs are extremely bright.

Jeff Davis said his recommendation is to keep it the way it is so the residents can read the messages. He said to just come into compliance with the brightness and lumens.

Ed Bush said no one knows if the school is obeying this ordinance. There are many school activities in the evening and the easiest way to handle this is to control the hours of operation. He also said the signs could be good during covid time to get information out.

Jane Griener said it didn't seem like we were currently following the ordinance and maybe we should table this until we find out more information.

MOTION: Commission Member Ed Bush moved to table the discussion of Ordinance 2021-19 until we get further information on whether we are following the ordinance as written.

Jeff Davis seconded the motion. There were 7 Ayes and 0 Nays (recorded below). The motion passed.

Ayes:
Ed Bush
Alan MacDonald
Ethan Allen
John MacKay
Jane Griener
Troy Slade
Jeff Davis

Nays:

B. Plat – Olde Movle Mound PRD Plat C

Austin Roy said the Olde Moyle Mound PRD consists of 9 lots on 8.78 acres. The development is located partially in the CR-20,000 zone and partially in the CR 40,000 zone. Olde Moyle Mound has been approved as a Planned Residential Development (PRD). Plat C is the last phase of the Olde Moyle Mound Subdivision and consists of the remaining 2 lots on 2.37 acres.

Austin Roy said in November of last year (2020), this plat went from 10 lots to 9 lots. Austin Roy showed on a map the layout of the plat showing where the homes will go and where the open space is. He said the reason for the PRD was to preserve the hillside area and to create some open space.

Jane Griener asked if there was any plan for the open space.

Jed Muhlestein said this plat was required to give twenty five percent of open space but does not require what they must do with that.

Ed Gifford, developer, said the lots are 20,000 square feet. He said they have improved the open space with grass, scrub oak, and a tennis court. He said the HOA takes care of the property and it is well maintained.

Lon Neild said they also have a quarter mile trail as well.

Jed Muhlestein said they need to meet the water policy for the final phase.

MOTION: Commission Member Alan MacDonald moved to recommend that Olde Moyle Mound PRD Plat C be approved with the following condition:

1. Water policy be met.

John MacKay seconded the motion. There were 7 Ayes and 0 Nays (recorded below). The motion passed.

Ayes: Nays:

Jane Griener
Alan MacDonald
John MacKay
Ethan Allen
Ed Bush
Troy Slade
Jeff Davis

IV. COMMUNICATIONS

Alan MacDonald said the apple slushie stand at the Burgess Fruit farm is a problem on the bend in the road. He said cars are parked everywhere, kids are opening doors, crossing the street with cars driving 45 miles an hour. He said if this is going to continue next year, he suggests the city require some sort of requirements for this.

Jane Griener said the Burgess family has sold the property and the new owner is planning to install new parking off street around the back. She said at a bare minimum, we soy no parking on the west side of the road so people don't have to cross the street. She said she has brought this up to the mayor because she has had complaints about it and she's worried there is going to be a bad accident.

Austin Roy said this is a conditional use and we have the power to make restrictions. He said he will talk to the City Attorney about it.

Alan MacDonald said the owner doesn't want something bad to happen, but we as the city need to do something about is as well to protect the people going there.

Ed Bush asked about the Peterson home on Eastview Lane. He said there have been complaints about a very large indoor tennis court and wanted to know if it met the code.

Austin Roy said the plans have been reviewed and it does meet the code. He said the lot is unique because the home is built way to the back, up higher on the hill, so it seems really tall. He said if anyone complains, let them know it does meet code.

Troy Slade asked about a fence being built on High Bench Road that is tall in the front yard. Austin Roy said as long as they have a ten-foot setback they can have a tall fence in the front. He said he personally went out and measured this fence and it meets code.

Austin Roy said the Planning Commission went on a field trip to look at height issues. He asked if anyone had changed their mind about height issues since then.

Jane Griener said she would like to look at lots that slope down vs. lots that slope up, and lots that slope to the side. She said she didn't know how you could write an ordinance to cover all the lots the same.

Ethan Allen said he would like to talk about super-size accessory buildings. Austin Roy said he talked to an Attorney who said you could craft an ordinance to limit the size of accessory buildings.

Alan MacDonald wanted to know what the outcome of the field trip was. Ethan Allen said he thought the ordinance was mostly working right.

Jane Griener said we could look at writing an ordinance that covers the three different types of lots coupled with a size restriction.

Ed Bush said there was discussion about using finished grade vs. natural grade. He said this is a hard thing to do when development changes the grade of the lot.

Ethan Allen said if we had a size restriction, we would have some oversite on it.

Austin Roy said the next Planning Commission meeting would be on November 16, 2021

V. APPROVAL OF PLANNING COMMISSION MINUTES: Minutes will be approved at a later date.

MOTION: Ethan Allen moved to adjourn the meeting.

Alan MacDonald seconded the motion. There were 7 Ayes and 0 Nays (recorded below). The motion passed unanimously.

Ayes:
Jane Griener
Alan MacDonald
Ed Bush
Ethan Allen
Troy Slade
John MacKay
Jeff Davis

Nays: None

The meeting was adjourned at 7:02 p.m.