



The Regular Meeting of the
Brian Head Planning Commission
Town Hall - 56 North Highway 143 - Brian Head, UT 84719
Zoom Meetings ([click here](#))
Zoom Meeting ID# 832 9860 9598
TUESDAY, June 18, 2024 @ 1:00 PM

AGENDA

- A. CALL TO ORDER** **1:00PM**
- B. PLEDGE OF ALLEGIANCE**
- C. DISCLOSURES**
- D. APPROVAL OF THE MINUTES:**
1. May 21, 2024 Planning Commission Meeting
 2. June 4, 2024 Planning Commission Meeting
- E. PUBLIC INPUT/ REPORTS (Limited to three (3) minutes) Non-Agenda Items**
- F. AGENDA ITEMS:**
1. **CODE ENFORCEMENT REPORT** Amanda Hunter, Code Enforcement. Amanda will give a Code Enforcement update to the Commission.
 2. **ADMINISTRATIVE ACTION - PRELIMINARY PLAT HIDDEN SPRINGS** Lester Ross Building and Planning official. The Planning Commission will review the preliminary plat proposed by Ammil Development for Hidden Springs for a new multifamily townhome subdivision on Pine Tree Way and make a recommendation to the Town Council.
 3. **LEGISLATIVE RECOMMENDATION - LAND MANAGEMENT CODE BUILDING DESIGN STANDARDS.** Bret Howser Town Manager. The Planning Commission will discuss and make recommendations to the Town Council for changes to Title 9 Chapter 12 of the Town Code amending Building Design Standards.
 4. **DISCUSSION - SUBDIVISION CODE UPDATES.** Lester Ross Building and Planning official. The Planning Commission will discuss some of the proposed changes to the subdivision ordinances proposed by the Hansen Planning Group.
- G. ADJOURNMENT**

Date: June 14, 2024,

Available to Board Members as per Ordinance No. 11-003 authorizes public bodies, including the Town, to establish written procedures governing the calling and holding of electronic meetings at which one or more members of the Council may participate by means of a telephonic or telecommunications conference. In compliance with the Americans with Disabilities Act, persons needing auxiliary communications aids and services for this meeting should call Brian Head Town Hall @ (435) 677-2029 at least three days in advance of the meeting.

CERTIFICATE OF POSTING

I hereby certify that I have posted copies of this agenda in two public and conspicuous places within the Town Limits of Brian Head; to wit, Town Hall and Post Office, and have posted such copy on the Utah Meeting Notice Website and have caused a copy of this notice to be delivered to the Daily Spectrum, a newspaper of general circulation.
Nancy Leigh, Town Clerk



Code Enforcement

November 2023 - April 2024

The months of November - April have been steady with parking. Listed below are the stats for the months:

Warnings Issued: Total: 106

- Attractive Nuisances: 0
- Accessory Structure violations (connex boxes): 0
- Illegal Fences: 0
- Temporary Signs: 0
- Operating without a license: 13
- Excavating/Grading without permit: 0
- Modification of CUP: 0
- Camping: 1
- Construction without a permit: 0
- Minor Alterations: 0
- Parking: 91
- Parking strike against STR: 1

Citations Issued: 0

- Operating without a License (STR): 0
- Temporary Sign: 0
- Accessory Structure: 0

Resolved Warnings & Citations: Total: 93

- Operating without a license: 0
- Illegal Fence: 0
- Attractive Nuisance: 0
- Temp Sign: 0
- Tree Removal: 0
- Accessory Structure Violations: 0
- Excavating/Grading without permit: 0
- Modification of CUP: 0
- Camping: 1
- Temporary Signs: 0
- Minor Alterations: 0
- Parking: 91
- Parking Strike against STR: 1

Code Enforcement is currently working on minor alteration and dumpster at construction sites throughout the Town. Most people have been cooperative, but there have been a few that have expressed their concern about minor alterations and how it is unknown that they need to have a permit to fix their home up.

If you have any questions on what's happening in Code Enforcement, please do not hesitate to contact me.



ITEM: PRELIMINARY PLAT REVIEW – HIDDEN SPRINGS

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: June 18, 2024
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Planning Commission will review the Preliminary Plat proposed by Ammil Development for Hidden Springs for a new multi family townhome subdivision on Pine Tree way and make a recommendation to Town council.

BACKGROUND:

On September 14, 2023, staff received an application for a Schematic Plan review for a new subdivision on four unsubdivided parcels on Pine tree way between Copper Chase, Elevate and Pine Tree Condos and along the east side of Pine Tree Way. These parcels are currently zoned R-3 Multi-Family Residential.

On April 24, 2024, staff received an application for a Preliminary plat for the Hidden Springs
ON May 21, 2024, the Planning commission held a public hearing and discussion for the Hidden Springs subdivision. Some of the public comments were

- Parking and Access to A-frame cabins
- Slope of Road A and C
- Storm water storage and Landside possibility
- Access to pine Tree condos during construction
- Removal of trees
- Land stability
- ADA compatible units
- Unit 38 parking and access
- Tree removal between unit 38 and snowshoe
- Turn around
- Building placement
- Parking and trespassing
- Snow removal and parking
- Trash for phase 1
- Construction and equipment Trespassing
- Increase Traffic
- Snow Storage
-

On June 4, 2024, the Planning commission held a discussion and voted to recommend approval of the Hidden Springs subdivision with the following conditions.

1. The slope at the intersections of road A and Road be 4% or less and not more than 10% for the first 200 feet.
2. Plans will show snow storage for parking areas
3. A Dumpster location and enclosure will be added to the plans for phase 1
4. Utility and construction easement will be determined, and proof of legal access will be provided before the approval of final plat.

On June 11, 2024, the Town Council held a discussion and voided to table the Hidden Springs subdivision. Due to an error, the June 4th planning commission meeting was not properly posted on the state public notice website. So the commission will need to vote and send their recommendation to counsel for the subdivision. The Council had the following items that they would like addressed before the final plat and the approval of the development agreement.

1. Grading plan will need to include elevation for the building pads of lots 38 – 45
2. The Parking lot will need to be paved unless approved by planning commission for gravel surface.
3. Lots 41 -45 will need to meet the 25' setbacks.

Council has prosed as part of the development agreement that Ammil will proved parking next to the A frame units in exchange that Town will vacate 15 feet of the road easement allowing for lots 41-45 to meet the set back requirements.

ANALYSIS:

The following are the Standards for Review for a Preliminary Plat:

1. Purpose: The purpose of the preliminary plat is to review and resolve most of the technical details of the subdivision design in order to minimize changes and revisions which might otherwise be necessary on the final plat. The preliminary plat, and all information and procedures relating thereto, shall in all respects be in compliance with the provisions of this title and any other applicable ordinances.
2. Standards For Review: The applicant shall demonstrate that:
 - a. Compliance with Schematic Plan: The proposal does not significantly deviate from the schematic plan insofar that the schematic plan was consistent with local ordinances and state statute. Water: The proposed water distribution system is connected to the Town's water system and meets the requirements of the Town; (2010 Code, amd. ord. 15-004, 4-28-2015)
 - i. Schematic plan standards For Review: The applicant shall demonstrate that:
 1. The proposed subdivision conforms to the Town General Plan, zoning regulations, Public Works Standards, Design Standards chapter 12 and other relevant sections of this title.
 - a. The proposed subdivision (Townhomes and multi-family) is consistent with the existing zoning R 3 and the underlying General plan map and provisions.
 - b. Zoning Regulations – The proposal seems consistent with the provisions of R 3 zone in Chapter 9-7-3 of the LMC with the following exceptions:
 - i. Front setbacks along Pine Tree way need to be a minimum of 25'
 1. The Town is working with the developer on removing part of the Road easement and making it a trail easement and then they will have the need 25 foot setback.
 - ii. Maximum building coverage Buildings and developed area for the project will be 16.33% of the project area

- iii. Minimum landscaping, Landscaped area and undeveloped area will be 83.67% of the project area.
 - iv. There will be an HOA for the development.
- 2. Design Standards – The proposal seems consistent with the provisions in Chapter 9-12 of the LMC with the following exceptions:
 - a. Hazardous Site Conditions- The design of the subdivision has addressed site conditions.
 - i. Due to the slope on the northeast side of Pine tree way Ammil Development is working with the town on the setbacks for units 41 through 45. It has been proposed to vacate 16 feet of the Pine tree road easement making it 50 feet that meets town standards and then creating a 16 foot Trail easement along the side of the road with a paved walking trail. This would allow them to place the cabins so they do not go so far into the slope of the hill.
 - b. Drainage – A Drainage plan has been submitted and has been reviewed by public works and the town engineer.
 - i. Underground Stormtech system will be installed under paved parking lot to handle storm runoff from the roads on site.
 - c. Centrally Located Facilities – the development does not appear to have any recreation facilities.
 - d. Access- All the lots have access to open space trails in the subdivision.
 - e. Trails and open space Access- there are several trails planned as part of the subdivision there will be a paved Trail along Pine tree way and improved trails throughout the subdivision.
 - f. Extension of Infrastructure- the proposed infrastructure has been reviewed and approved by public works and the town engineer. It will not be required for them to extend the infrastructure past the development as they are in the middle of existing developments.
 - g. Maintenance of Common Facilities- there is an HOA and CC&R that will maintain the Common owned areas roads, water lines, sewer lines and trails.
 - h. Layout- Staff has reviewed the layout and is wanting feedback from the planning commission.
 - i. Development Design- the development as considered the efficiency of the public and private utilities in the subdivision.
 - j. Preservation of features- 83% of the project area will be landscaped or undeveloped.

- k. Placement of buildings- - Staff has reviewed the building placement and is wanting feedback from the planning commission.
 - l. Removal of hazardous materials. The defensible space will be required and reviewed with the building permits for the structures and subdivisions.
 - m. Building placement- Staff has reviewed the building placement and is wanting feedback from the planning commission.
- 3. Water: The proposed water source is connected to the Town's water distribution system and has adequate supply, capacity, and method of distribution within the subdivision. (2010 Code, amd. ord. 15-004, 4-28-2015)
 - a. The Water system has been reviewed by public works and the Town engineer, and the rough design has been approved.
- 4. Sewer: The proposed sewage system is connected to the Town's sewer system and meets State and Town standards and regulations. (2010 Code, amd. ord. 15-004, 4-8-2015)
 - a. The Sewer system has been reviewed by public works and the town engineer and the rough design has been approved.
- 5. Fire Protection: The proposed method for fire protection complies with this title and other regulations as applicable.
 - a. Public safety as reviewed the road layout and the locations of the fire hydrant and the design has been approved.
- 6. Appropriate Use: The proposed uses for the property are appropriate to the zone district and the layout/design is responsive to the constraints of topography, soil types, geologic hazards, watercourses and floodplains, visual impacts, and preservation of views.
 - a. Staff has reviewed the building placement and is wanting feedback from the planning commission.
- 7. Public Services: Adequate public services are available to meet the needs of the proposed subdivision, including roads, water, sewer, storm water, gas, electric, telecommunications, trails, transit, snow storage areas, police and fire protection, and recreation. If adequate services do not exist at the time of application, provision must be made for expansion of services concurrent to the subdivision development at the expense of the subdivider.
 - a. Public Works Standards
 - i. Roads
 - 1. Pine tree way Road A, B, and C will be paved and meet the public works standards.

2. The turnaround area between Road A and C has been reviewed and approved by Public Safety and meets the fire turnaround requirements.
3. The easement of pine tree way has been questioned at the intersection of Road A and Pine Tree way.
 - ii. UDOT- A traffic study has been done for the development and no mitigations are recommended at this time for the intersections of Ridgeview street and Sr 143.
 - iii. Snow Storage- Snow storage is addressed on sheet 4 and has been reviewed by staff.
 - iv. Trash Enclosures – There will be 3 dumpsters within a trash enclosure between road A and B. Dumpster location will need to be address for phase 1 until phase 2 is complete.
 - v. Public utilities – utilities have been reviewed by public works and the town engineer.
 - vi. Storm water – Storm water has been reviewed by public works and the town engineer.
 - vii. Gas, electric, and telecommunications - Applicant should submit preliminary plat to Rocky Mtn Power and Dominion Energy to ensure sufficient service from those entities.
 - viii. Mail, Police/Fire and Recreation services all appear to be sufficient for the proposal.

Public Comments notes

- Parking and Access to A-frame cabins
 - Town Code allow parking to be up to 500 feet away from the dwelling 9-12-15 E
- Slope of Road A and C
 - Max slope at Intersections is 4% and then 10% for the first 200 feet max slope of 12% on the Road 9-12-11 B
 - Developer will need to address slope of road at intersections of Road A and B at Pine Tree way.
- Storm water storage and Landside possibility
 - Storm water and storage is being reviewed by the Engineer
- Access to pine Tree condos during construction
 - The developer is required to have a traffic control plan before the start of construction on pine tree way
- Removal of trees
 - The development is within Town standards
- Land stability
 - Geo report was submitted with the Preliminary plat and is part of the Engineers review process.
 - Landsides and land instability is always a possibility with any development.
- ADA compatible units
 - ADA compatible units are not required for single family and multi-family townhome units.
- Unit 38 parking and access
 - Town Code allow parking to be up to 500 feet away from the dwelling 9-12-15 E
 - The access is not ideal

- Tree removal between unit 38 and snowshoe
 - The Town code requires all trees to be removed within 10 feet of the building. The side setback must be a minimum of 20' that will allow for 10 feet of trees along the property line between unit 38 and Snowshoe Village
- Turnaround
 - The turnaround between road A and C is a tee or hammerhead turnaround and has been reviewed and approved by public safety.
- Building placement
 - 9-12-3 K. and M address building placement commission will need to review the requirements and decide if the subdivision meets the requirements.
 - Staff has reviewed the building placement
- Parking and trespassing
 - Town Code allow parking to be up to 500 feet away from the dwelling 9-12-15 E
 - The access is not ideal
- Snow removal and parking
 - The snow storage plan is sheet 4 and has shown the snow storage locations
 - Snow storage for the parking area will need to be shown on the plans.
- Trash for phase 1
 - A dumpster location will need to be added for phase 1 ideally by the parking area
- Construction and equipment Trespassing
 - Ammil Development has provided a copy of the deed that gives the a road easement and on the Pine Tree condominiums it refers to the road and utility easements.
 - The use and access to the easement is being disputed and the Town will not make any stand on this issue until it has been worked out between the parties.
 - The use and access will need to be determined and will be reviewed by the Towns attorney before the final plat can be approved.
- Increase Traffic
 - Yes, this development will increase the traffic in the area.
- Snow Storage
 - The snow storage plan is sheet 4 and has shown the snow storage locations
- Environmental Impact study
 - The Town code does not require an environmental impact study.

STAFF RECOMMENDATION:

Subdivision Preliminary plats is an administrative action that means if they meet all the requirements set in the Towns code then the subdivision should be approved. Staff recommends a favorable recommendation with the following conditions

1. The slope at the intersections of road A and Road be 4% or less and not more than 10% for the first 200 feet.
2. Plans will show snow storage for parking areas
3. A Dumpster location and enclosure will be added to the plans for phase 1
4. Utility and construction easement will be determined, and proof of legal access will be provided before the approval of final plat.
5. Grading plan will need to include elevation for the building pads of lots 38 – 45

6. The Parking lot will need to be paved (unless approved by planning commission for gravel surface.)
7. Lots 41 -45 will need to meet the 25' setbacks.

PROPOSED MOTION:

The Commission can table, give a Favorable or Unfavorable recommendation for the Final Plat and construction drawings to the Town Council.

Recommended motion

I move to table the recommendation of the preliminary plat for Hidden Springs until they can provide (list the conditions and items that are need for approval)

I move to give a _____ recommendation for the preliminary plat for Hidden Springs to Town Council with the following conditions.

1. The slope at the intersections of road A and Road be 4% or less and not more than 10% for the first 200 feet.
2. Plans will show snow storage for parking areas
3. A dumpster location and enclosure will be added to the plans for phase 1
4. Utility and construction easement will be determined, and proof of legal access will be provided before the approval of final plat.
5. Grading plan will need to include elevation for the building pads of lots 38 - 45
6. The Parking lot will need to be paved (unless approved by planning commission for gravel surface.)
7. Lots 41 -45 will need to meet the 25' setbacks

ATTACHMENTS:

- A. Preliminary plat
- B. Schematic Plan
- C. Access easement
- D. Pine Tree plat
- E. Development agreement
- F. Public Notice
- G. Public comments

B&G PROJECT NUMBER 231008

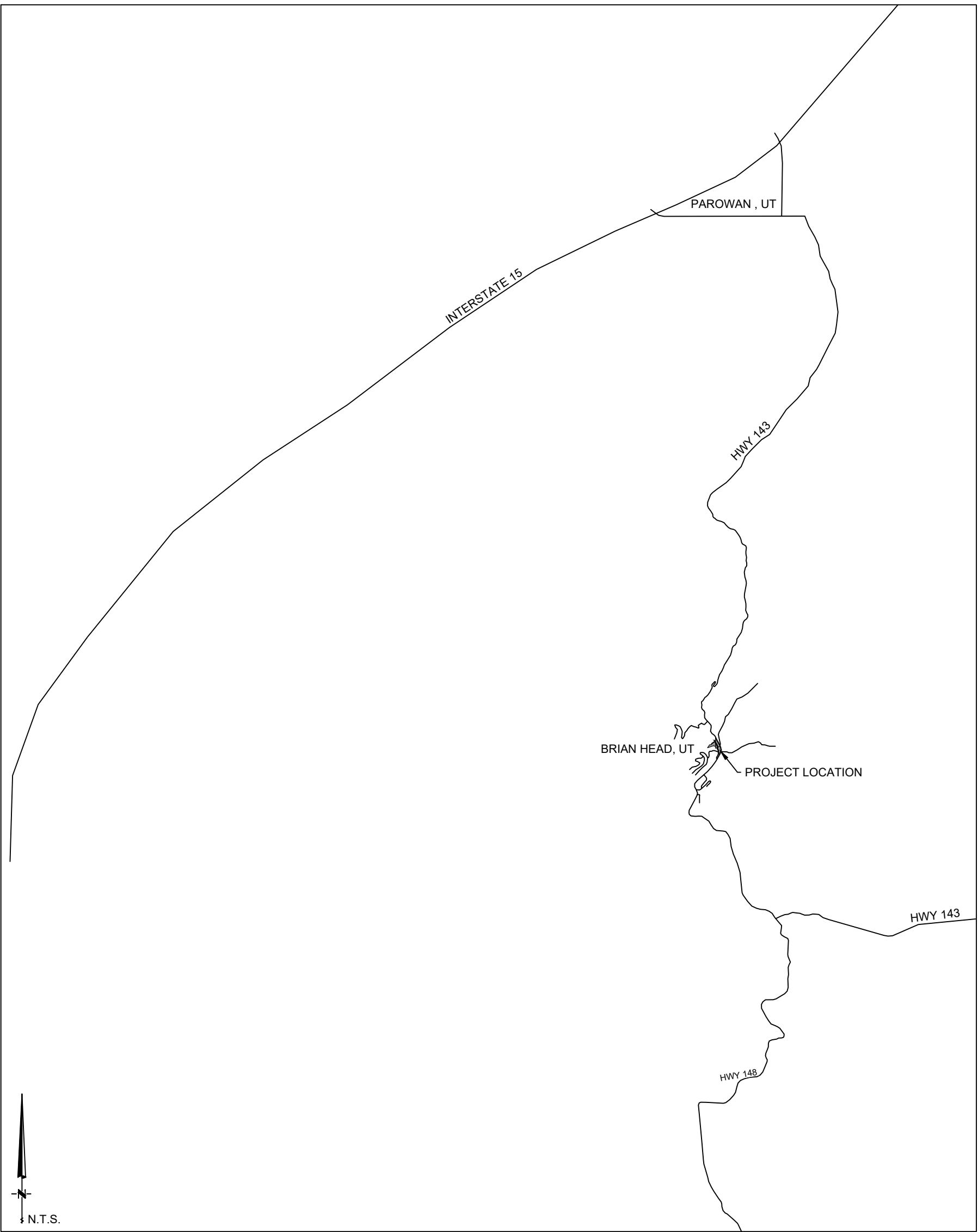
HIDDEN SPRINGS

PRELIMINARY PLAT

LOCATED IN BRIAN HEAD, UTAH

WEST 1/4 CORNER OF SECTION 2, T 36S, R 9 W, SLM
PARCEL # A-1150-0005-0005, A-1144-0001-0012, A-1144-0001-0012-02, A-1150-5-7
1 RIDGEVIEW STREET, BRAIN HEAD, UTAH 84719

VICINITY MAP



SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE PLAN
3	PARKING PLAN
4	SNOW STORAGE PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	OFFSITE UTILITY PLAN
8	DETAILS
9	DETAILS
10	DETAILS
11	DETAILS

GENERAL NOTES

- 1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
- 2) ALL WORK AND MATERIALS SHALL COMPLY WITH BRIAN HEAD STANDARD SPECIFICATIONS.
- 3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
- 4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
- 5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
- 6) FOLLOW APPENDIX 'J' STANDARDS FOUND IN THE IBC.
- 7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:

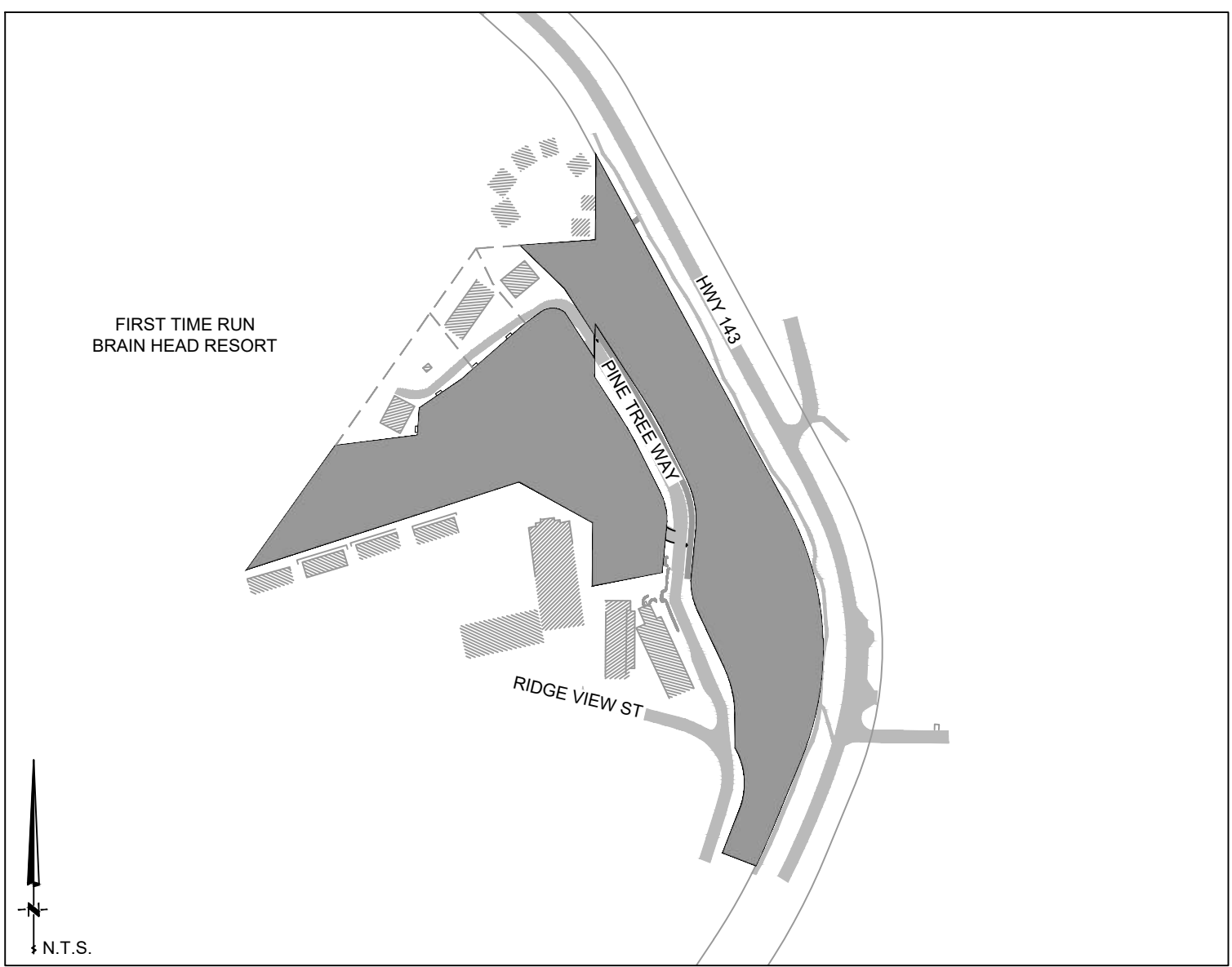
EARTH MOVING ACTIVITIES:

- 1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
- 2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
- 3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
- 4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.

DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:

- 1) WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
- 2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

PROJECT MAP



APRIL 2024

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337

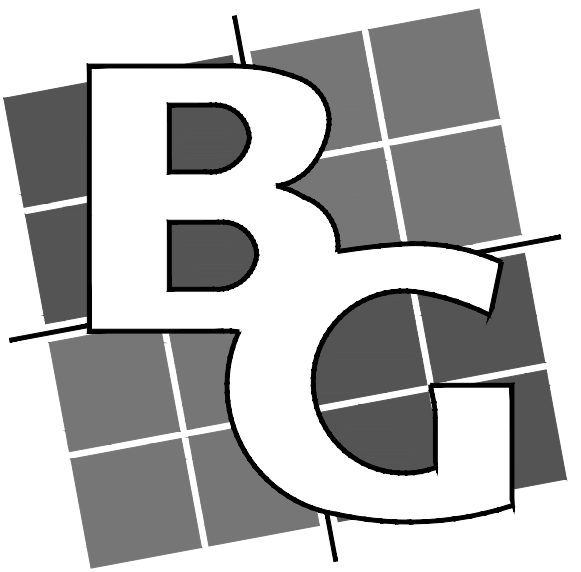


OWNER / DEVELOPER

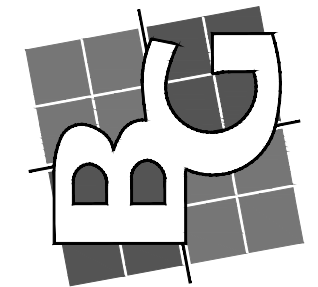
AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337



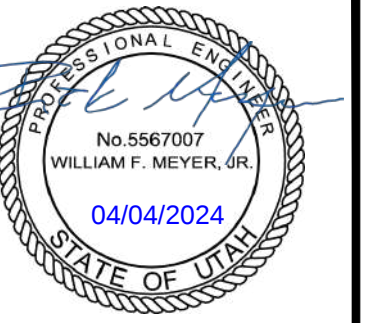
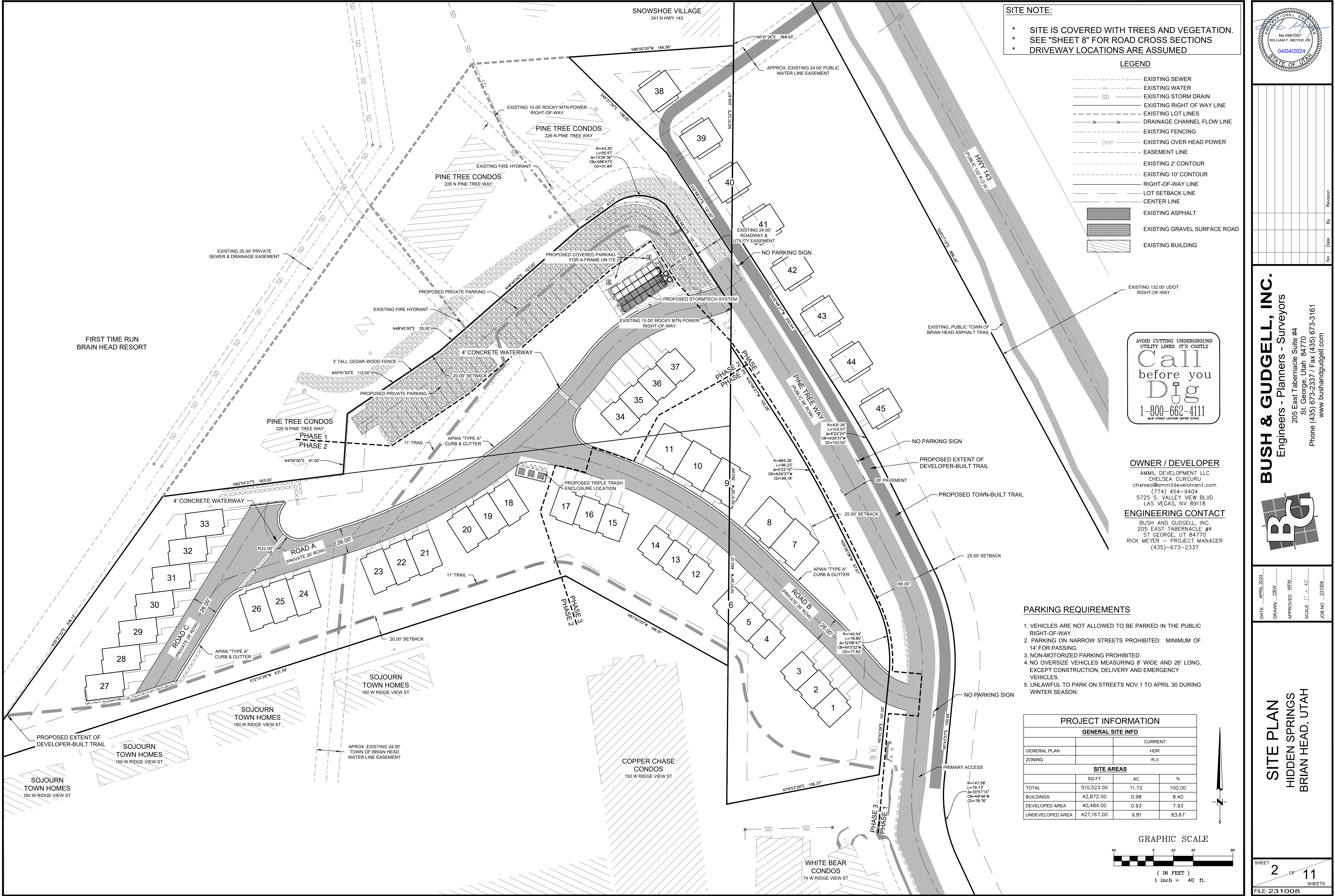
BUSH & GUDGELL, INC.
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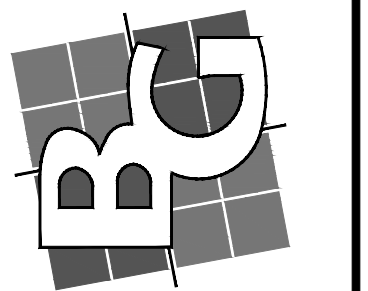
DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NOTED
JOB NO. 231008

COVER SHEET
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 1 OF 11
SHEETS
FILE: 231008

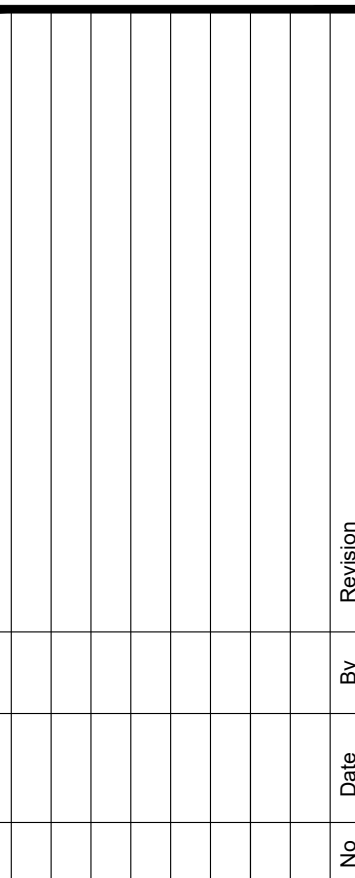


BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

SITE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

PARKING PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET
3 OF 11
SHEETS
FILE: 231008

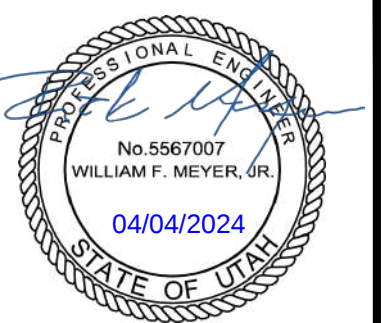
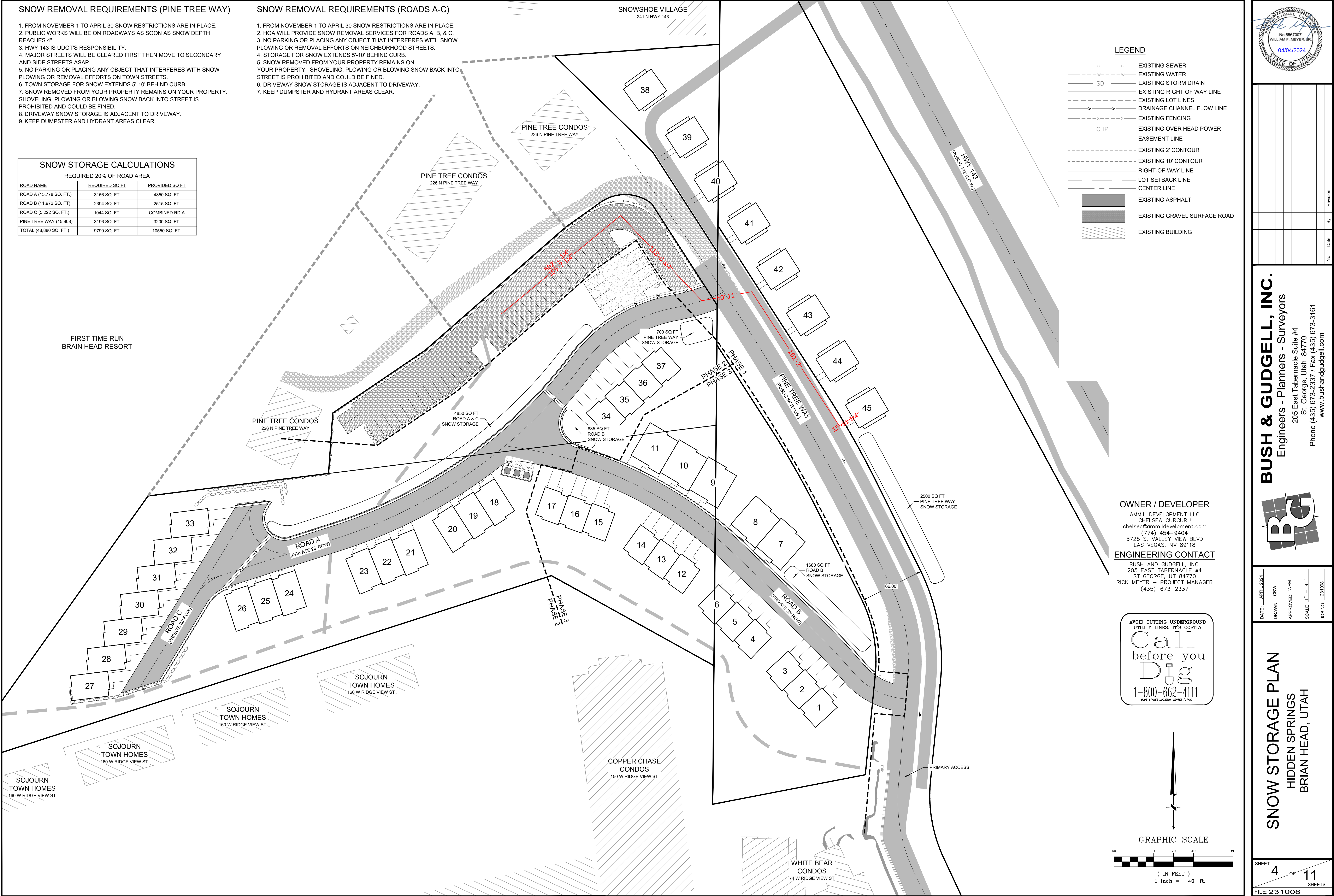
SNOW REMOVAL REQUIREMENTS (PINE TREE WAY)

1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. PUBLIC WORKS WILL BE ON ROADWAYS AS SOON AS SNOW DEPTH REACHES 4".
3. HWY 143 IS UDOT'S RESPONSIBILITY.
4. MAJOR STREETS WILL BE CLEARED FIRST THEN MOVE TO SECONDARY AND SIDE STREETS ASAP.
5. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON TOWN STREETS.
6. TOWN STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
7. SNOW REMOVED FROM YOUR PROPERTY REMAINS ON YOUR PROPERTY. SHOVELING, PLOWING OR BLOWING SNOW BACK INTO STREET IS PROHIBITED AND COULD BE FINED.
8. DRIVEWAY SNOW STORAGE IS ADJACENT TO DRIVEWAY.
9. KEEP DUMPSTER AND HYDRANT AREAS CLEAR.

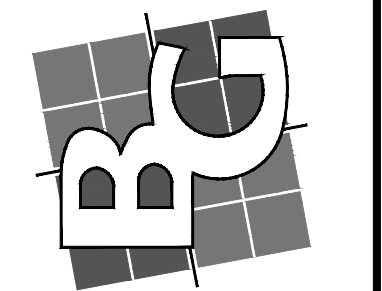
SNOW STORAGE CALCULATIONS		
REQUIRED 20% OF ROAD AREA		
ROAD NAME	REQUIRED SQ. FT.	PROVIDED SQ. FT.
ROAD A (15,778 SQ. FT.)	3156 SQ. FT.	4850 SQ. FT.
ROAD B (11,972 SQ. FT.)	2394 SQ. FT.	2515 SQ. FT.
ROAD C (5,222 SQ. FT.)	1044 SQ. FT.	COMBINED RD A
PINE TREE WAY (15,908)	3196 SQ. FT.	3200 SQ. FT.
TOTAL (48,880 SQ. FT.)	9790 SQ. FT.	10550 SQ. FT.

SNOW REMOVAL REQUIREMENTS (ROADS A-C)

1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. HOA WILL PROVIDE SNOW REMOVAL SERVICES FOR ROADS A, B, & C.
3. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON NEIGHBORHOOD STREETS.
4. STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
5. SNOW REMOVED FROM YOUR PROPERTY REMAINS ON YOUR PROPERTY. SHOVELING, PLOWING OR BLOWING SNOW BACK INTO STREET IS PROHIBITED AND COULD BE FINED.
6. DRIVEWAY SNOW STORAGE IS ADJACENT TO DRIVEWAY.
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SNOW STORAGE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 4 OF 11 SHEETS
FILE: 231008

GRADING NOTES

APPROXIMATELY 8,266 CU YD. OF CUT, 5,121 CU YD. OF FILL AND 3,145 CU YD. OF EXPORT MATERIAL IS REQUIRED (FOR GRADING PERMIT ONLY). THE CONTRACTOR SHOULD VERIFY THE QUANTITIES FOR COMPLETION OF WORK. QUANTITIES ARE BASED ON FINISH GRADE OF ROADS & PADS.

ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED IN 8-INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).

ALL EXCAVATION, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUB-SOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.

THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.

ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF BRIAN HEAD AND APPENDIX K OF THE UNIFORM BUILDING CODE, 1994 EDITION, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.

GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM WORK HAS BEEN PERFORMED IN CONFORMANCE WITH THEIR RECOMMENDATIONS.

OWNER IS RESPONSIBLE FOR ALL ON-SITE DRAINAGE AND DETENTION.

LEGEND

- EXISTING SEWER
- EXISTING WATER
- EXISTING STORM DRAIN
- RIGHT-OF-WAY LINE
- EXISTING LOT LINES
- DRAINAGE CHANNEL FLOW LINE
- EXISTING FENCING
- EXISTING OVER HEAD POWER
- EASEMENT LINE
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- CENTER LINE
- EXISTING GROUND CONTOUR
- FINISH GROUND CONTOUR
- DRAINAGE FLOW
- FINISH PAD ELEVATION
- SPOT ELEVATION
- STORM DRAIN
- STORM DRAIN PIPE
- TW: 77.90
- BW: 77.90
- FL
- EXISTING ASPHALT
- EXISTING GRAVEL SURFACE ROAD
- EXISTING BUILDING

OWNER / DEVELOPER

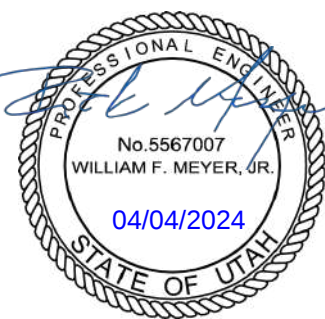
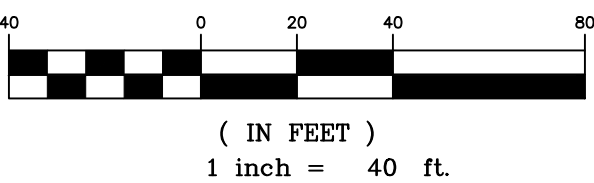
AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNALE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

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BLUE STATES LOCATION CENTER (800)

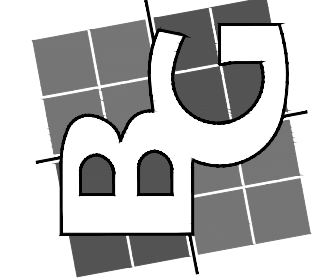
GRAPHIC SCALE



BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

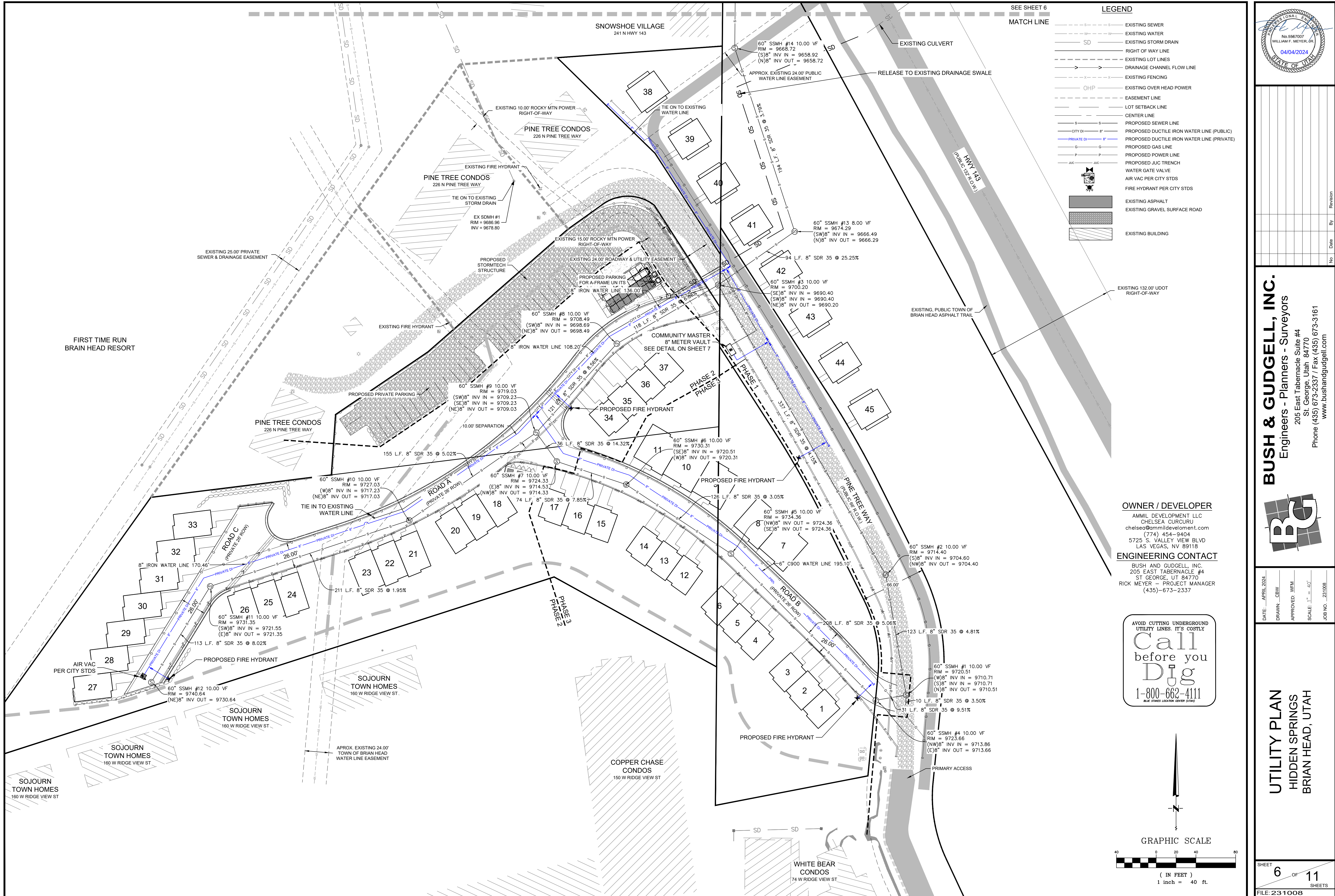
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



GRADING & DRAINAGE PLAN

HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 5 OF 11
FILE: 231008



SEE SHEET 6
MATCH LINE

LEGEND

- EXISTING SEWER
- EXISTING WATER
- EXISTING STORM DRAIN
- RIGHT OF WAY LINE
- EXISTING LOT LINES
- DRAINAGE CHANNEL FLOW LINE
- EXISTING FENCING
- EXISTING OVER HEAD POWER
- EASEMENT LINE
- LOT SETBACK LINE
- CENTER LINE
- PROPOSED SEWER LINE
- PROPOSED DUCTILE IRON WATER LINE (PUBLIC)
- PROPOSED DUCTILE IRON WATER LINE (PRIVATE)
- PROPOSED GAS LINE
- PROPOSED POWER LINE
- PROPOSED JUC TRENCH
- WATER GATE VALVE
- AIR VAC PER CITY STDs
- FIRE HYDRANT PER CITY STDs
- EXISTING ASPHALT
- EXISTING GRAVEL SURFACE ROAD
- EXISTING BUILDING

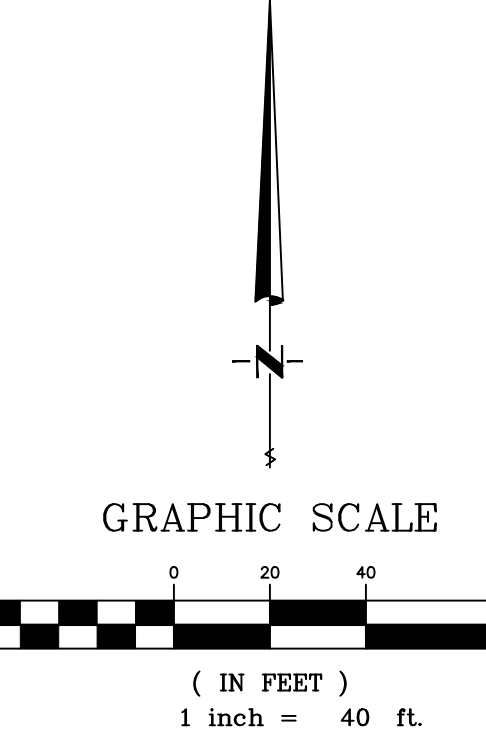
OWNER / DEVELOPER

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CHELSEA CURCURI
chelsea@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

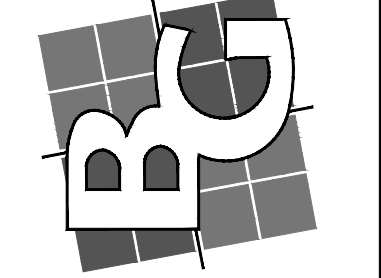
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DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO. 231008

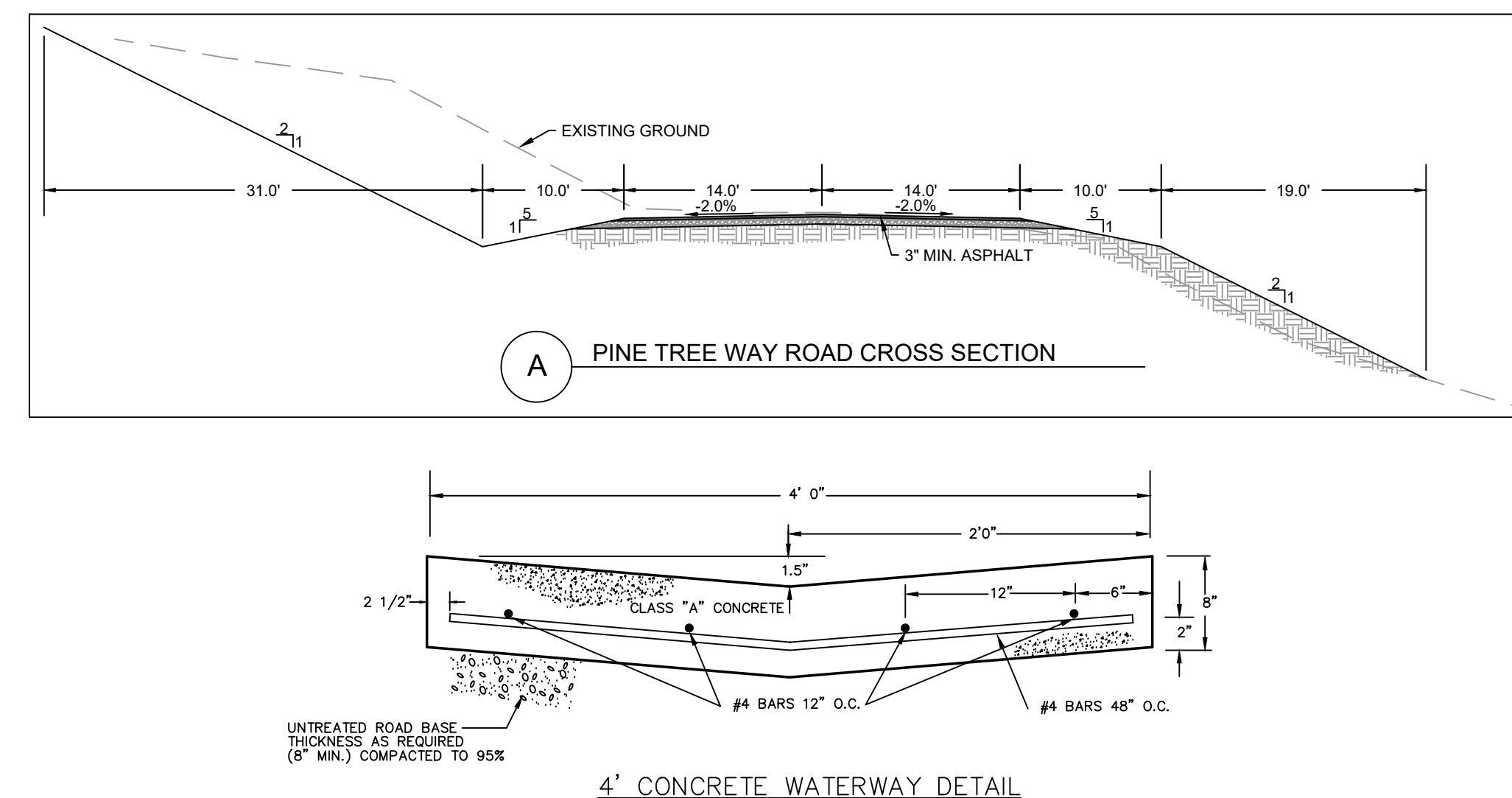
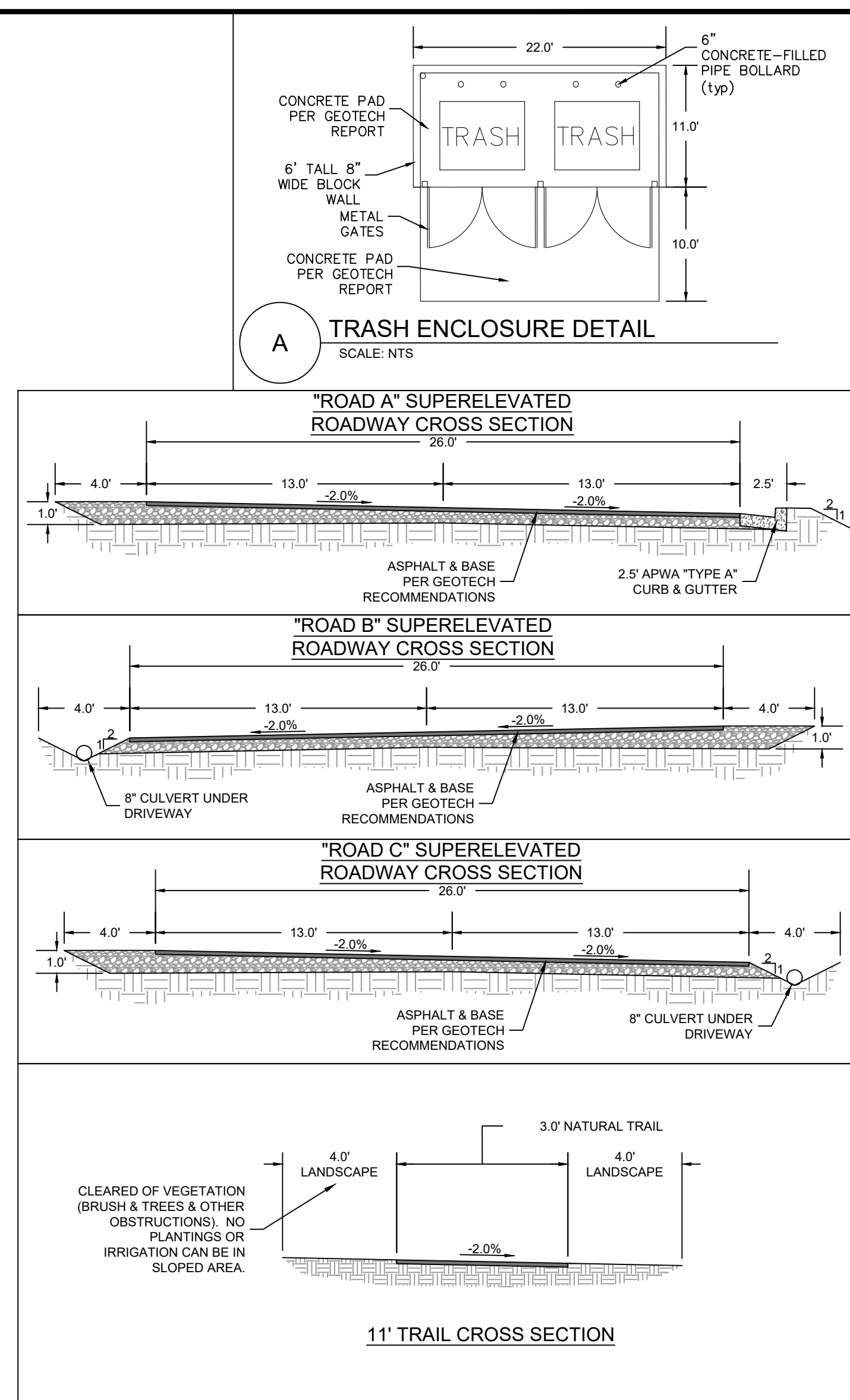
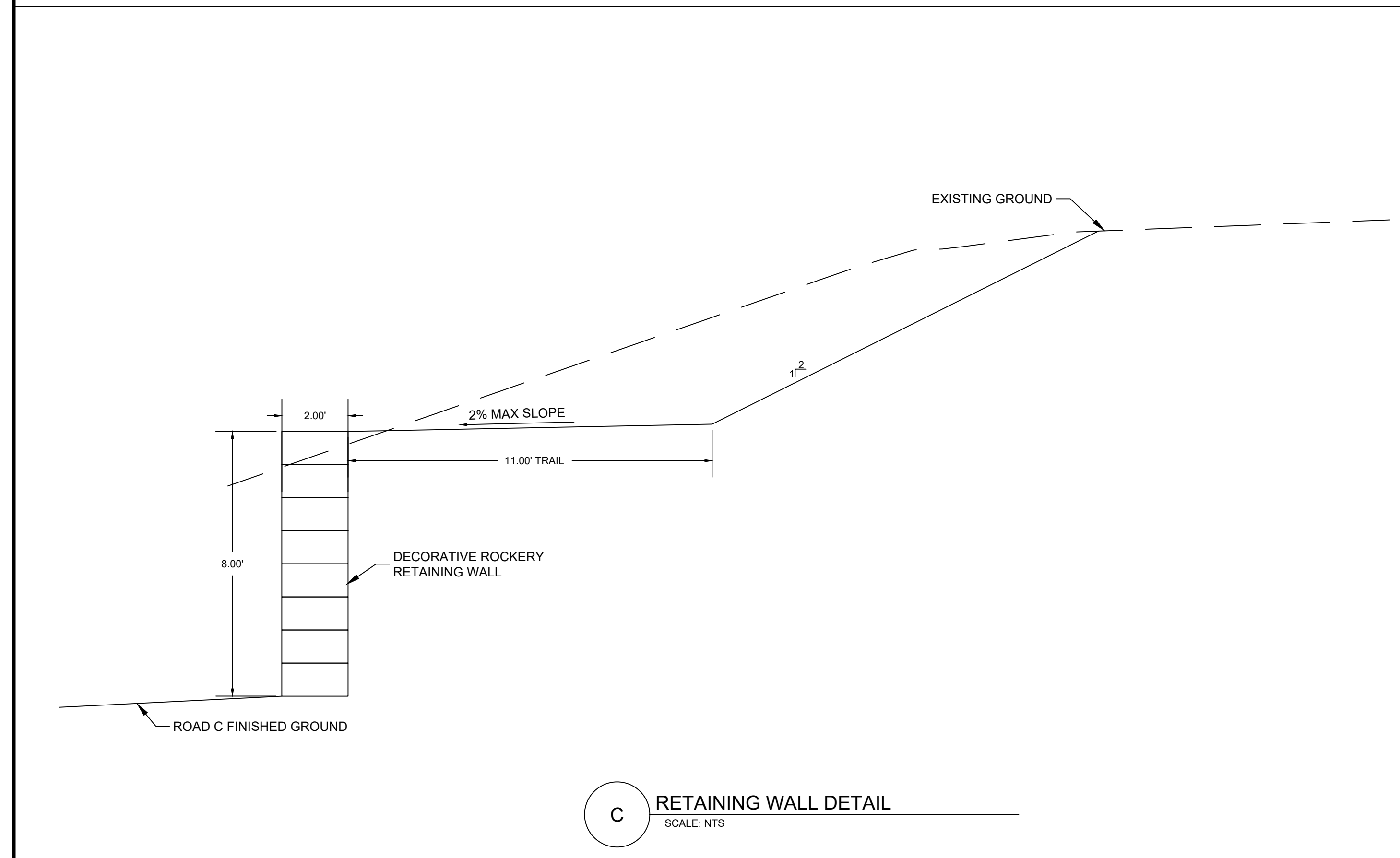
UTILITY PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

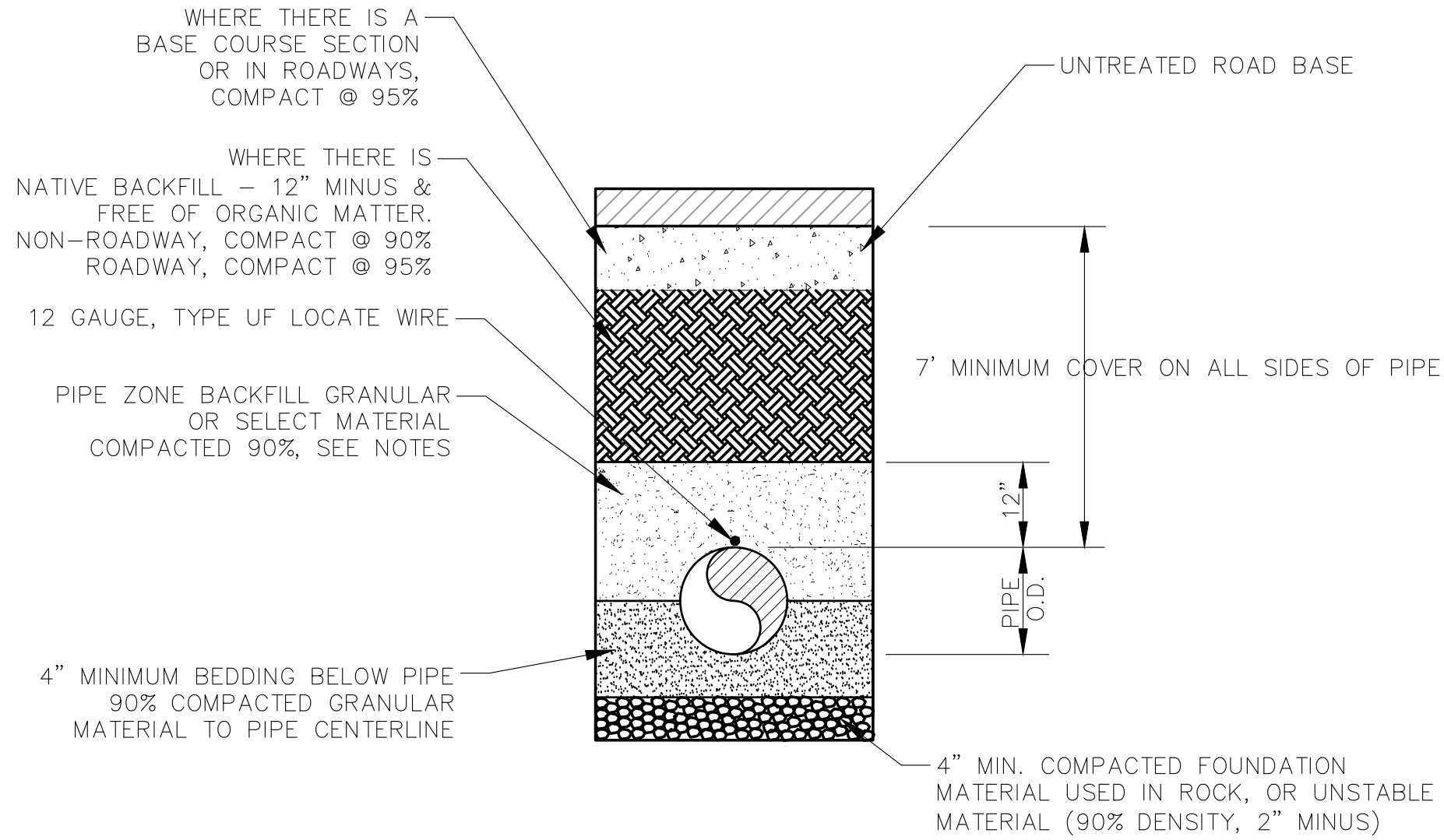
SHEET
6 OF **11**
SHEETS
FILE: 231008

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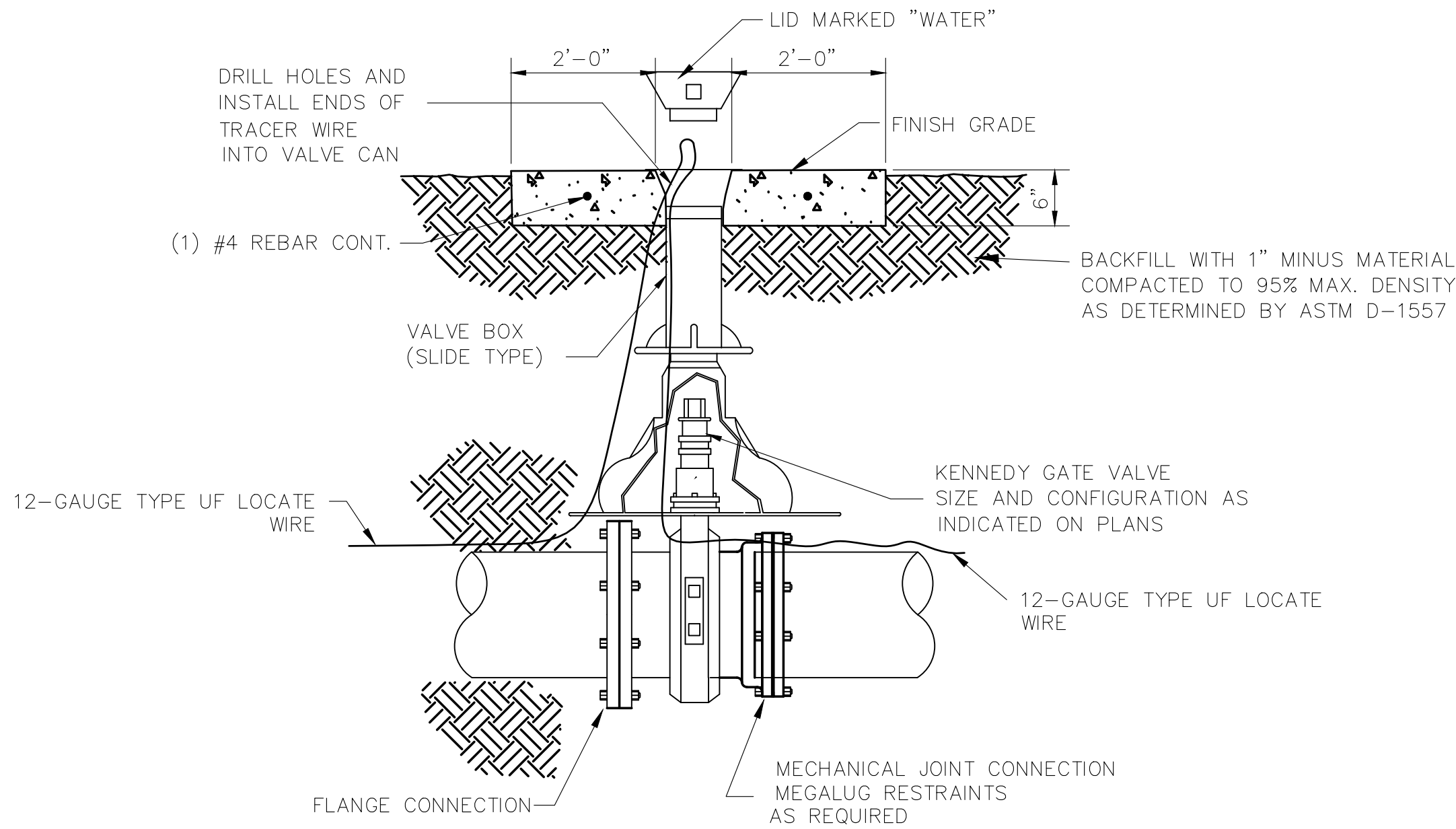
DATE: APRIL 2024
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SCALE: 1" = 40'
JOB NO. 231008

SHEET 7 OF 11 SHEETS
LE: 231008

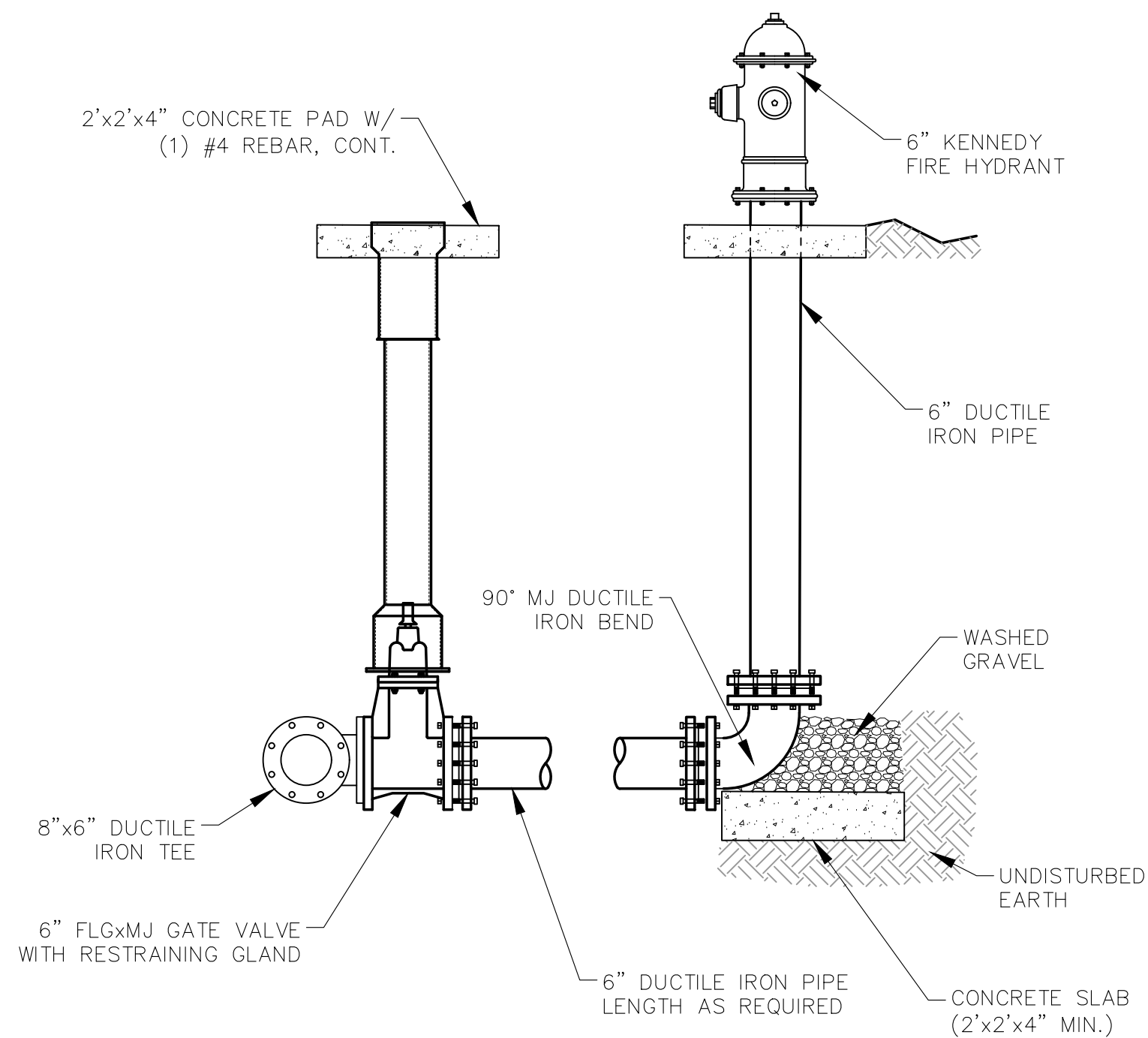




TYPICAL TRENCH DETAIL



TYPICAL GATE VALVE



FIRE HYDRANT CONNECTION

DESIGN DATA: BASED ON 200 PSI TEST PRESSURE
SOIL TYPE = SILTY SAND
DEPTH OF BURY 7 - 8* FEET
TRENCH TYPE #5
SAFETY FACTOR = 1.5

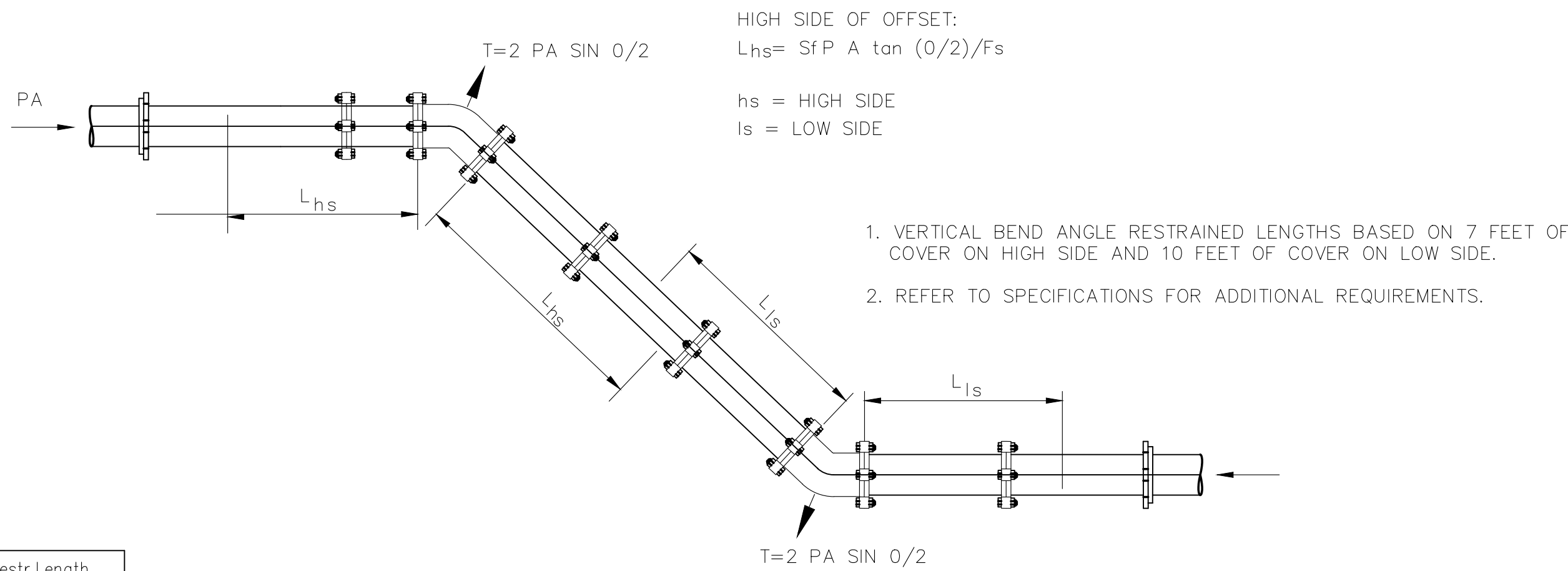
THRUST RESTRAINT REQUIREMENTS FOR 8" D.I. PIPE

Horizontal Bend Angle	Restr.Length (ft)
11.25	2 (1*)
22.5	3 (3*)
45	5 (5*)
90	12 (11*)

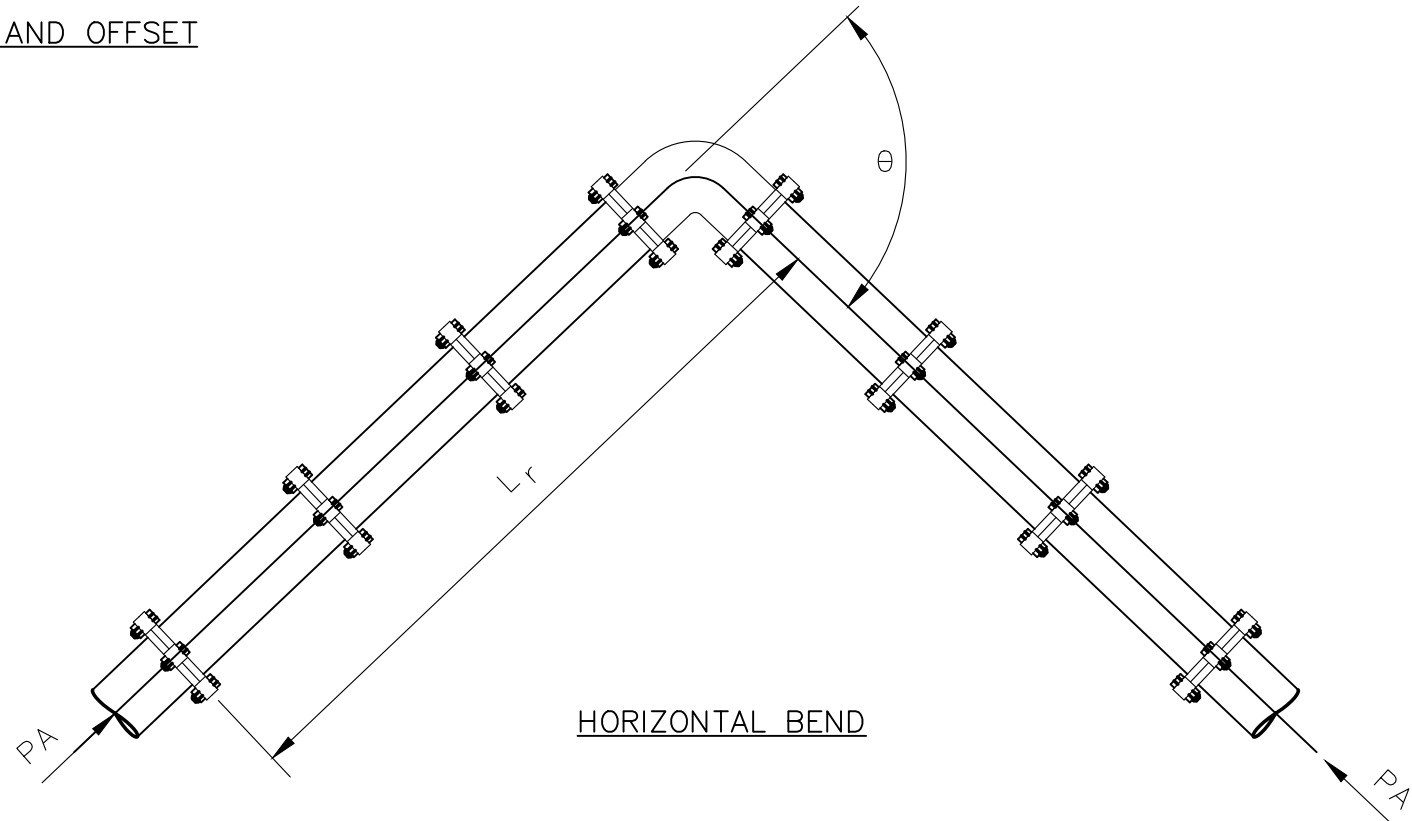
Vertical Bend Angle	Restr.Length High Side (ft)*	Restr.Length Low Side (ft)*
11.25	3 (3*)	1 (1*)
22.5	6 (5*)	2 (2*)
45	12 (10*)	4 (4*)

NOTES:

- THRUST RESTRAINT PIPE SECTIONS AT BEND LOCATIONS REQUIRE INTERIOR RESTRAINT TYPE DUCTILE IRON PIPE OR EXTERIOR RESTRAINT TYPE DUCTILE IRON PIPE w/V-BIO POLY WRAP.
- DEFLECTION ANGLES FOR DI PIPE LESS THAN 11.25° (AS SHOWN ON THE PLANS) SHALL BE ACCOMPLISHED BY DEFLECTING PIPE JOINTS A MAXIMUM OF 5 DEGREES FOR EACH 20 FT. LENGTH OF PIPE. THE CURVATURE RADIUS SHALL BE NO LESS THAN 380 FT.
- ALL FITTINGS, VALVES, BENDS, ETC. ARE TO HAVE JOINT RESTRAINTS AS REQUIRED BY SPECIFICATIONS. THRUST BLOCKS MAY ONLY BE USED WHERE SPECIFICALLY NOTED ON THE PLANS.

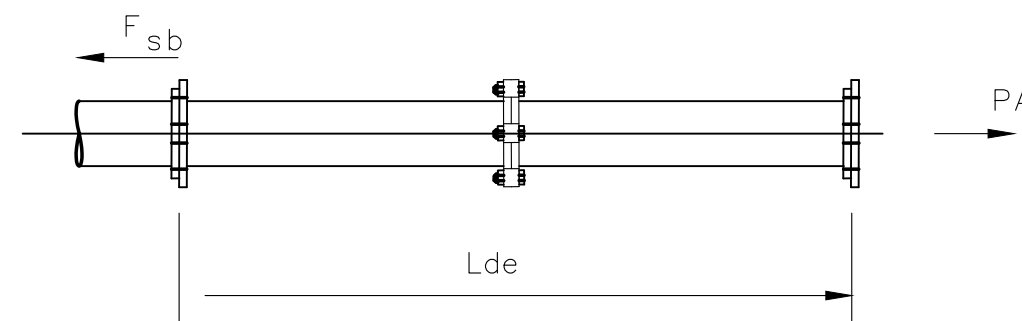


VERTICAL DOWN BEND AND OFFSET



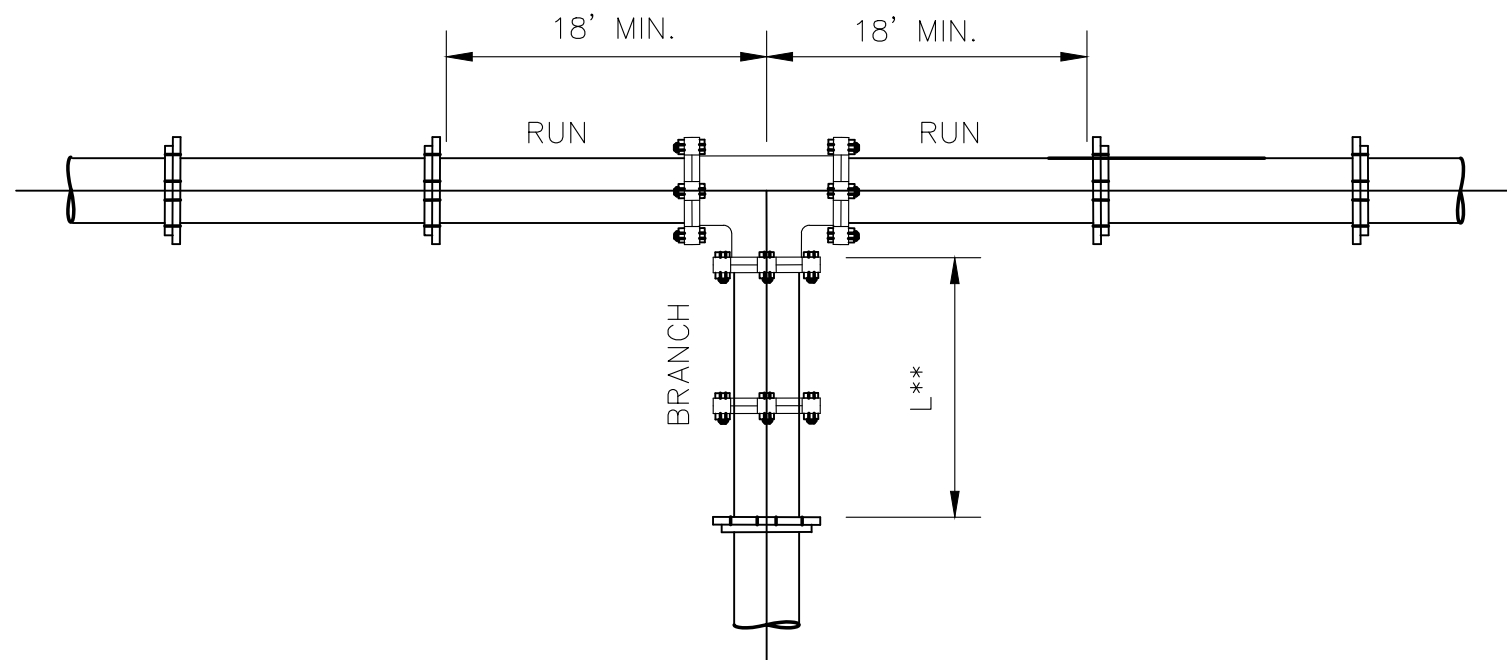
HORIZONTAL BEND

MEGALUG THRUST RESTRAINT DETAILS



DEAD ENDS TO BE RESTRAINED FOR 27(24*) FEET FOR 8"Ø D PIPE.

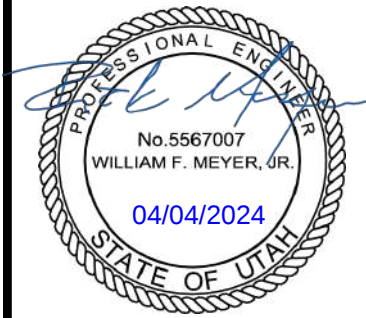
DEAD END



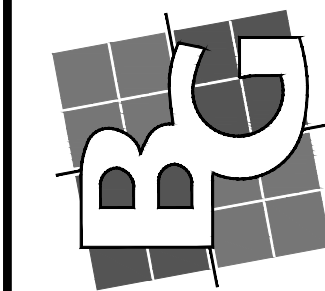
8"Ø TEE WITH 8"Ø BRANCH SIZE TO BE RESTRAINED FOR 1(1*) FOOT FOR DI PIPE.

** - ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

TEE



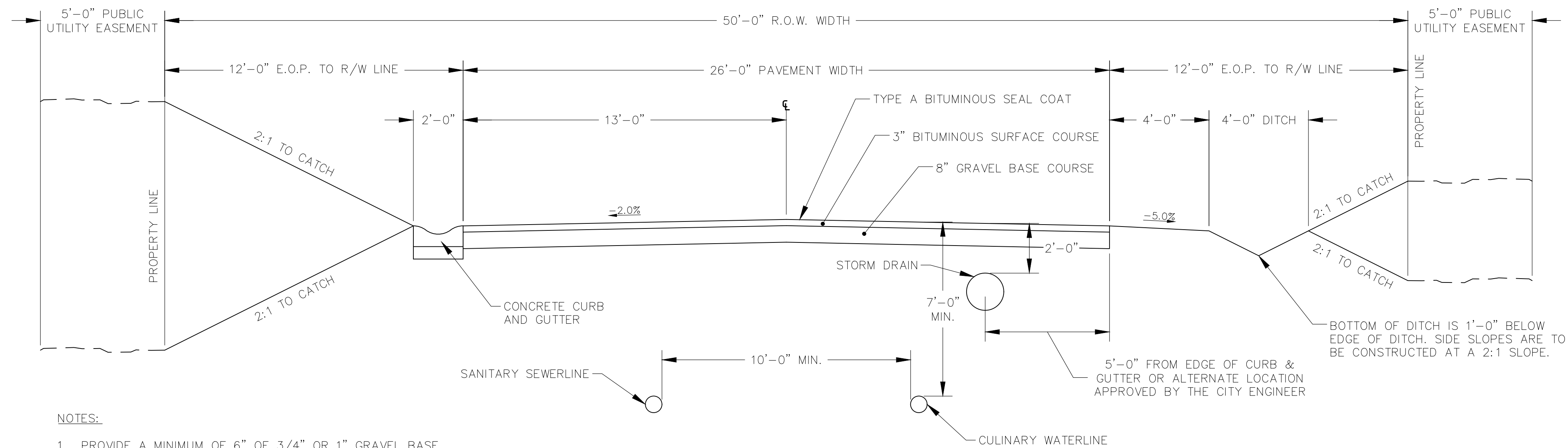
BUSH & GUDGELL, INC.
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DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

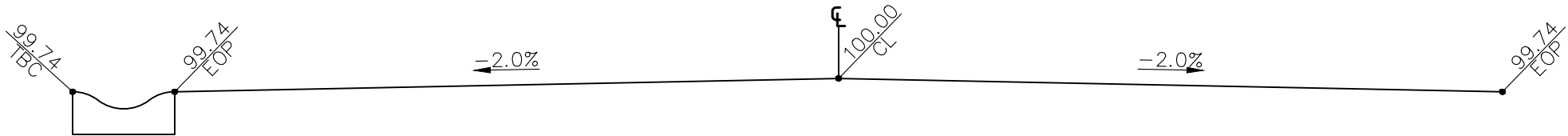
SHEET 9 OF 11
SHEETS
FILE: 231008



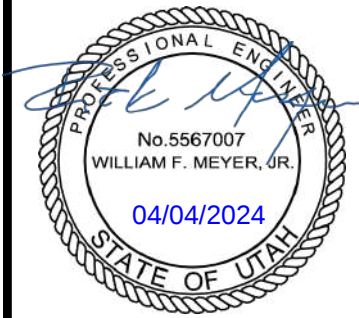
NOTES:

1. PROVIDE A MINIMUM OF 6" OF 3/4" OR 1" GRAVEL BASE COURSE UNDER SIDEWALK, DRIVEWAY APPROACHES AND CURB & GUTTER.
2. THE 3" BITUMINOUS SURFACE COURSE ON 8" GRAVEL BASE COURSE MAY BE INCREASED BY THE CITY ENGINEER WHEN THE SUBGRADE C.B.R. IS LESS THAN 10 OR WHEN A GREATER DEPTH IS NECESSARY TO PROVIDE SUFFICIENT STABILITY. DEVELOPER MAY SUBMIT AN ALTERNATIVE PAVEMENT DESIGN BASED ON A DETAILED SOILS ANALYSIS FOR APPROVAL BY THE CITY ENGINEER (THE DEPTH SUBMITTED BY THE DEVELOPER MAY BE INCREASED BY THE CITY ENGINEER).
3. MAXIMUM DIFFERENCE IN ELEVATION BETWEEN CURB ON OPPOSITE SIDE OF STREET SHALL NOT EXCEED 1'-0".
4. ON ARTERIAL STREETS THE DESIGN ENGINEER WILL PROVIDE A PAVEMENT DESIGN FOR REVIEW BY THE TOWN. LOCATION OF SIDEWALK AND CURB & GUTTER MAY VARY ON INDIVIDUAL ARTERIAL STREETS PER DIRECTION BY THE CITY ENGINEER. WALKS ARE 6' WIDE.
5. IF CURB & GUTTER IS REQUIRED, FOLLOW THE LEFT SIDE OF THE ROADWAY SECTION. IF CURB & GUTTER IS NOT REQUIRED, FOLLOW THE RIGHT SIDE OF THE ROADWAY SECTION.

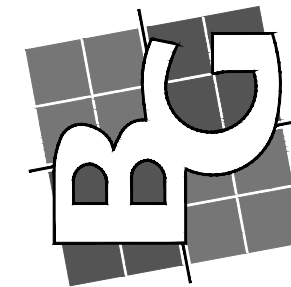
STANDARD ROADWAY SECTION



ELEVATION DIFFERENCE FOR TYPICAL ROAD SECTION



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DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET
11 OF 11
SHEETS
FILE: 231008

B&G PROJECT NUMBER 231008

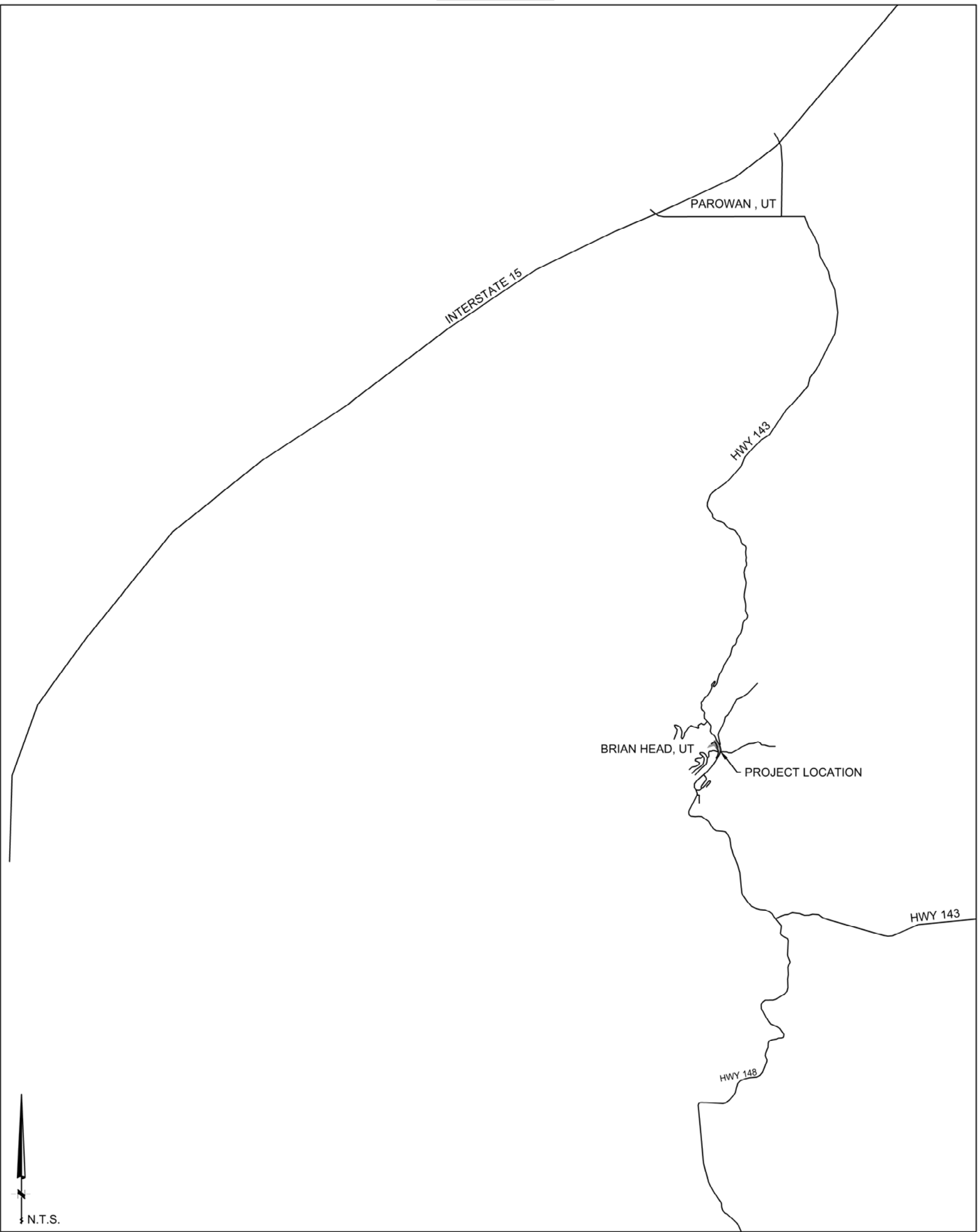
HIDDEN SPRINGS

SCHEMATIC PLAN REVIEW

LOCATED IN BRIAN HEAD, UTAH

WEST 1/4 CORNER OF SECTION 2, T 36S, R 9 W, SLM
PARCEL # A-1150-0005-0005, A-1144-0001-0012, A-1144-0001-0012-02, A-1150-5-7
1 RIDGEVIEW STREET, BRAIN HEAD, UTAH 84719

VICINITY MAP



SHEET NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	SLOPE ANALYSIS
4	SCHEMATIC SITE PLAN

GENERAL NOTES

- 1) CONTRACTOR IS RESPONSIBLE TO VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK IN ANY ZONE.
- 2) ALL WORK AND MATERIALS SHALL COMPLY WITH BRIAN HEAD STANDARD SPECIFICATIONS.
- 3) PROJECTS SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE CONSTRUCTION BEGINS. THIS SIGN WILL HAVE A MINIMUM SIZE, PLACEMENT LOCATION AND CONTENT INFORMATION WITH THE COMPANY NAME, PHONE CONTACT AND GRADING PERMIT NUMBER.
- 4) PROJECTS SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES.
- 5) A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICE INSPECTORS.
- 6) FOLLOW APPENDIX J STANDARDS FOUND IN THE IBC.
- 7) ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT THE DRIVER'S VIEW.

DUST CONTROL

THESE DUST CONTROL MEASURES MUST BE OBSERVED AT ALL TIMES:

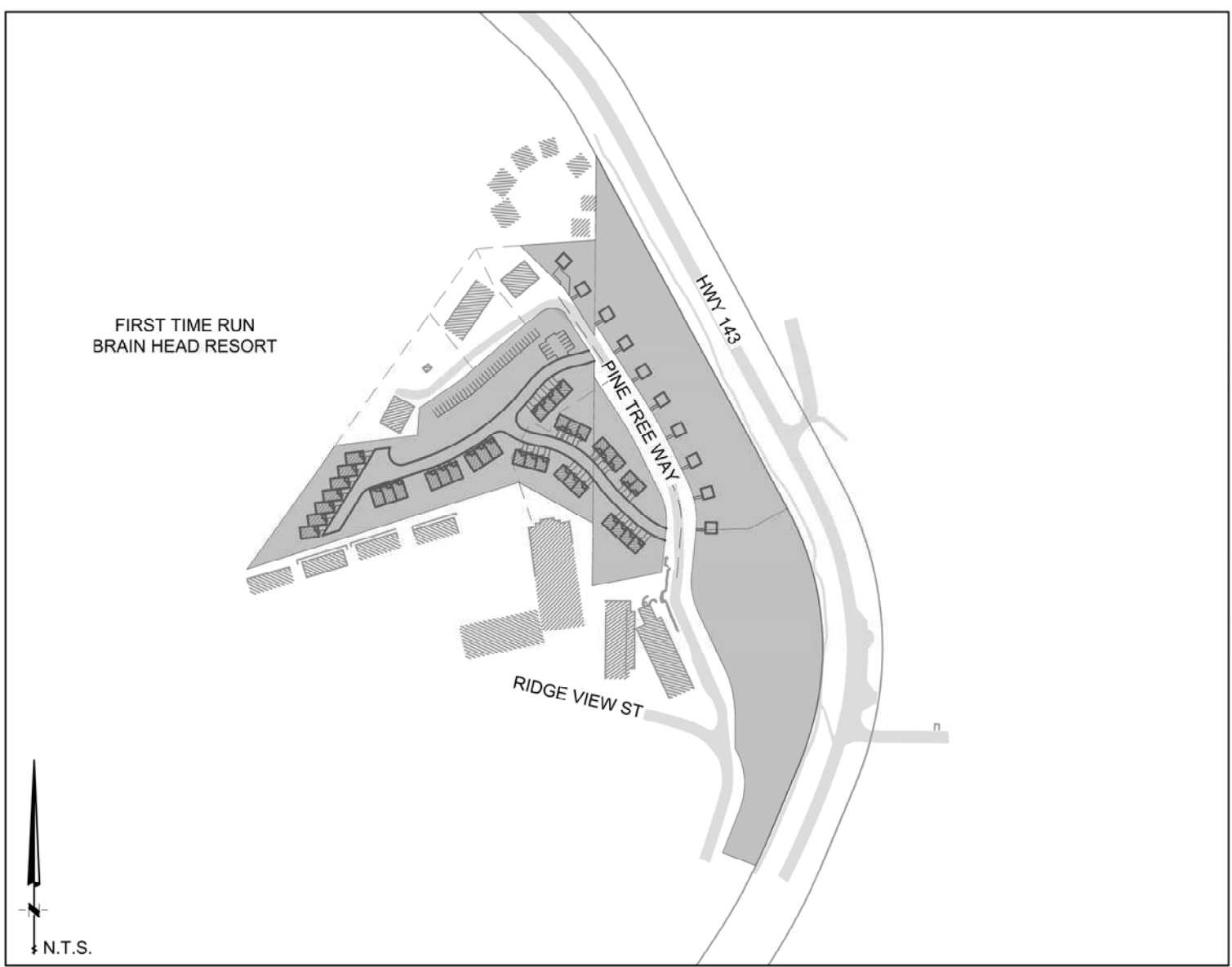
EARTH MOVING ACTIVITIES:

- 1) APPLY WATER BY MEANS OF TRUCKS, HOSES AND/OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
- 2) PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS OR EQUIPMENT PENETRATION.
- 3) APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
- 4) OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.

DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:

- 1) WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
- 2) INSTALL FENCE BARRIER AND/OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

PROJECT MAP



SEPTEMBER 2023

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors

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St. George, Utah 84770
Phone (435) 673-2337



OWNER / DEVELOPER

AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337



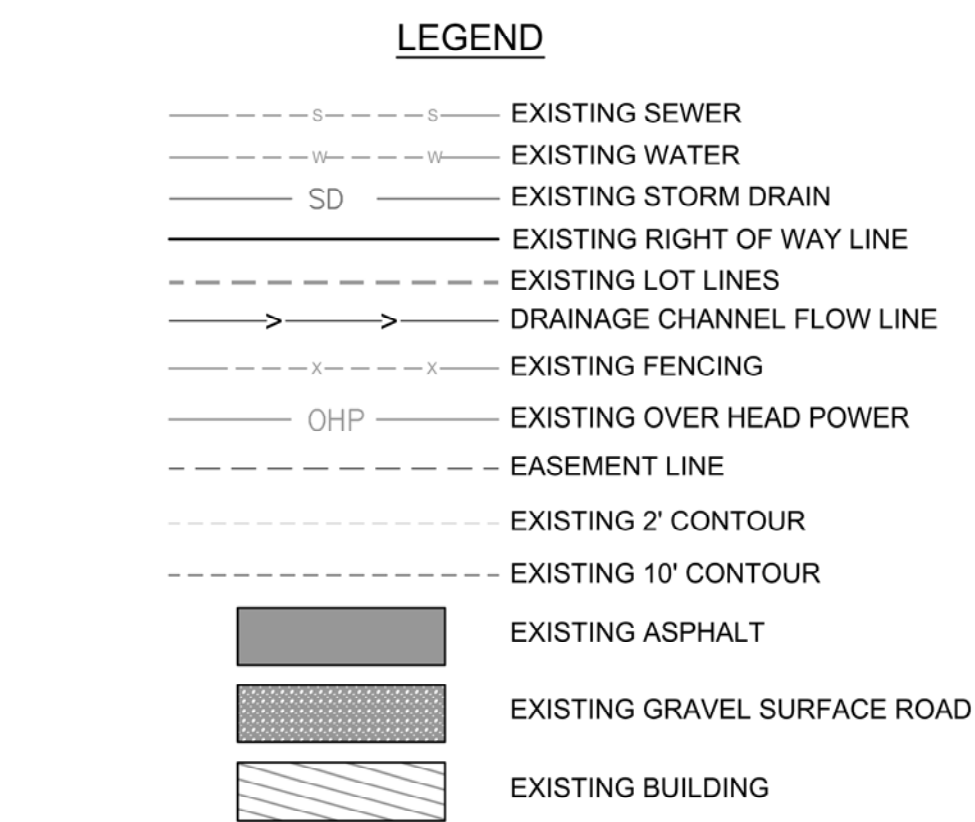
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



DATE: SEPT 2023
DRAWN: CEW
APPROVED: WFM
SCALE: NOTED
JOB NO: 231008

COVER SHEET
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 1 OF 4 SHEETS
FILE: \\BUSHGUDGELL\B&G\231008 - Brianhead Multi-Family Due Diligence\Drawings\Schematic Plan\Hidden Springs Schematic Plan Review.dwg



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CHELSEA CURCURI
chelsea@ammildevelopment.com
(774) 454-9404
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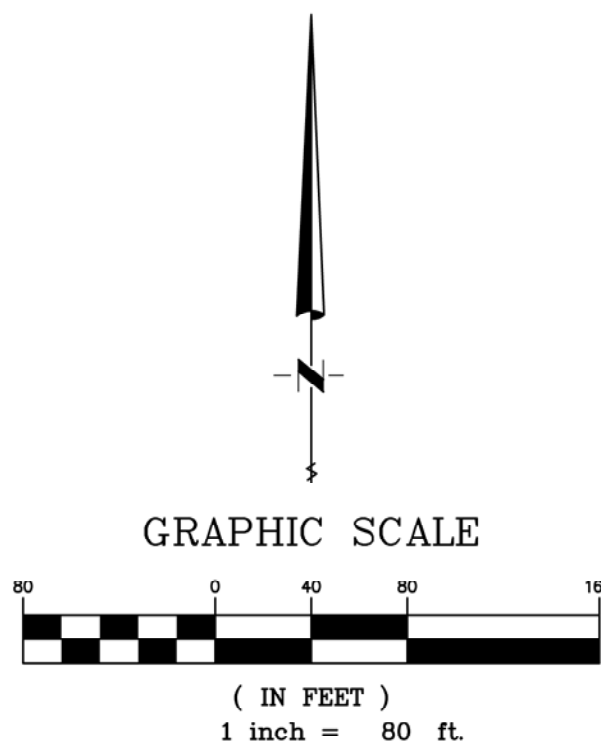
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BLUE STAKES LOCATION CENTER (BULAC)



DATE: SEPT 2023
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SCALE: 1" = 80'
JOB NO. 231008

EXISTING CONDITIONS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 2 OF 4 SHEETS
FILE: 211008-SCHEMATIC PLAN REVIEW



SNOW REMOVAL REQUIREMENTS

1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. PUBLIC WORKS WILL BE ON ROADWAYS AS SOON AS SNOW DEPTH REACHES 4".
3. HWY 143 IS UDOT'S RESPONSIBILITY.
4. MAJOR STREETS WILL BE CLEARED FIRST THEN MOVE TO SECONDARY AND SIDE STREETS ASAP.
5. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON TOWN STREETS.
6. TOWN STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
7. SNOW REMOVED FROM YOUR PROPERTY REMAINS ON YOUR PROPERTY. SHOVELING, PLOWING OR BLOWING SNOW BACK INTO STREET IS PROHIBITED AND COULD BE FINED.
8. KEEP DUMPSTER AND HYDRANT AREAS CLEAR.

PARKING REQUIREMENTS

1. VEHICLES ARE NOT ALLOWED TO BE PARKED IN THE PUBLIC RIGHT-OF-WAY.
2. PARKING ON NARROW STREETS PROHIBITED: MINIMUM OF 14' FOR PASSING.
3. NON-MOTORIZED PARKING PROHIBITED.
4. NO OVERSIZE VEHICLES MEASURING 8' WIDE AND 26' LONG, EXCEPT CONSTRUCTION, DELIVERY AND EMERGENCY VEHICLES.
5. UNLAWFUL TO PARK ON STREETS NOV 1 TO APRIL 30 DURING WINTER SEASON.

SITE NOTE:

SITE IS COVERED WITH TREES AND VEGETATION.

LEGEND

- EXISTING SEWER
- EXISTING WATER
- EXISTING STORM DRAIN
- EXISTING RIGHT OF WAY LINE
- EXISTING LOT LINES
- DRAINAGE CHANNEL FLOW LINE
- EXISTING FENCING
- EXISTING OVER HEAD POWER
- EASEMENT LINE
- EXISTING 2' CONTOUR
- EXISTING 10' CONTOUR
- RIGHT-OF-WAY LINE
- LOT SETBACK LINE
- CENTER LINE
- EXISTING ASPHALT
- EXISTING GRAVEL SURFACE ROAD
- EXISTING BUILDING

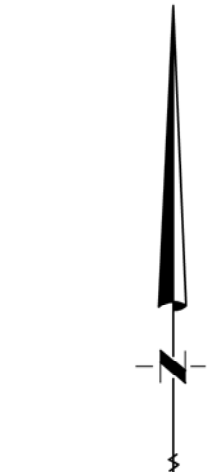
OWNER / DEVELOPER

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CHELSEA CURCURI
chelsea@ammildevelopment.com
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LAS VEGAS, NV 89118

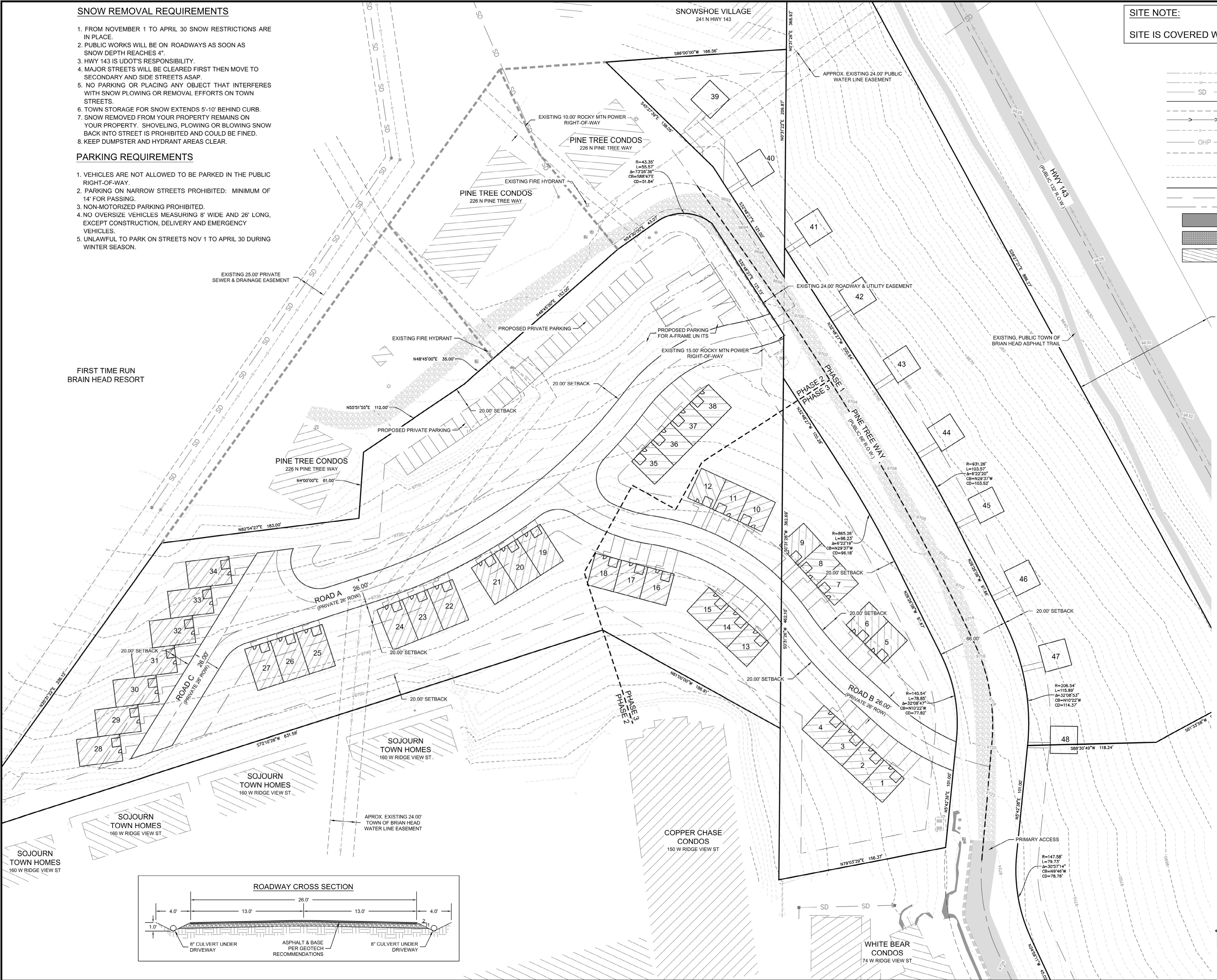
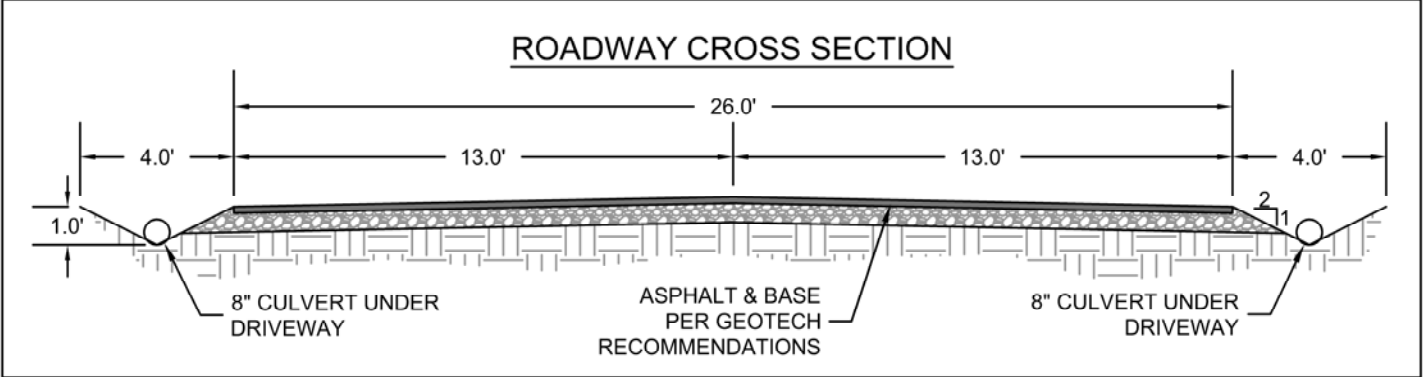
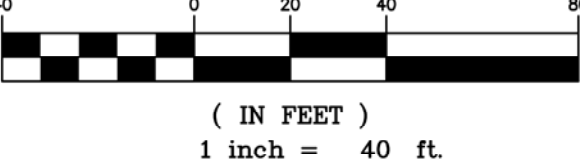
ENGINEERING CONTACT

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RICK MEYER - PROJECT MANAGER
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GRAPHIC SCALE



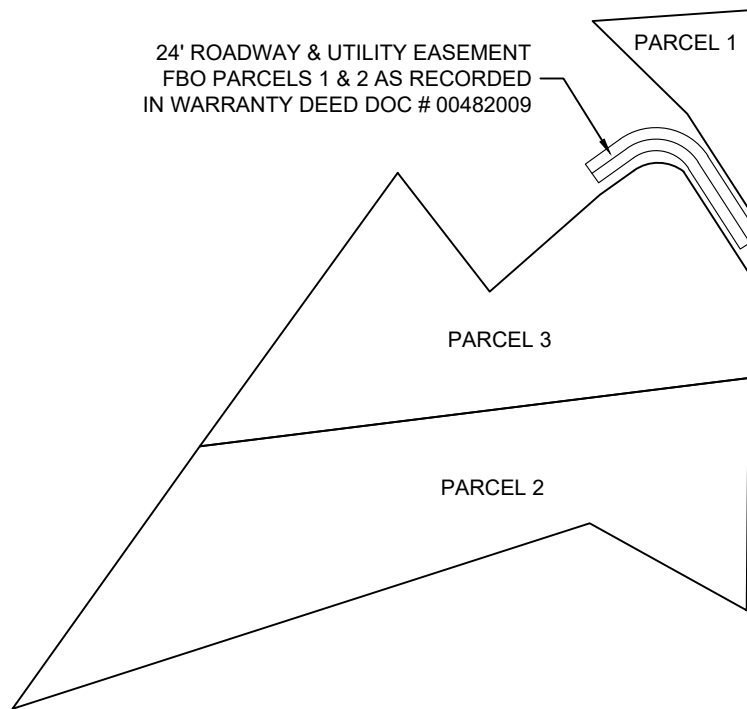
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



DATE: SEPT 2023
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 40'
JOB NO: 231008

SCHEMATIC SITE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 4 OF 4
FILE: HIDDEN SPRINGS



X:\231000-231999\231008 - Brianhead Multi-Family Due Diligence\Survey Research\ACCESS EASEMENT - DOC 482009.dwg

EASEMENT
HIDDEN SPRINGS
BRIAN HEAD, UTAH



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Engineers - Planners - Surveyors
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St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161

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Cedar City, UT 84720
(435) 586-4476

AFTER RECORDING RETURN TO:
J & E Development, LLC
1814 Walker Lane
Henderson, NV 89014

00482009 8x00926 Pg00207-00209

PATSY CUTLER - IRON COUNTY RECORDER
2004 APR 19 16:49 PM FEE \$17.00 BY PTC
REQUEST: FIRST AMERICAN TITLE/CEDAR CITY

SPACE ABOVE THIS LINE (3 1/2" X 5") FOR RECORDER'S USE

FIRST AMERICAN TITLE COMPANY
6-776

WARRANTY DEED

Escrow No. 362-4262358 (cr)
A.P.N.: A-1144-1-12 Acct No. 239860

William Thomas Marshall and Ruth Ann Marshall as Trustees of The Marshall Family Trust, Grantor, of Logan, Cache County, State of UT, hereby CONVEY AND WARRANT to

J & E Development, LLC, a Nevada Limited Liability Company, Grantee, of Henderson, Clark County, State of NV, for the sum of Ten Dollars and other good and valuable considerations the following described tract(s) of land in Iron County, State of Utah:

PARCEL NO 1:

Beginning at a point North 0°31'26" East 647.76 feet from the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; thence North 0°31'26" East 209.87 feet; thence South 86°00'00" West 166.56 feet; thence South 45°37'39" East 138.05 feet; thence South 32°48'27" East 121.00 feet to the point of beginning.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL NO 2:

Beginning at a point South 89°31'46" East 1322.90 feet and North 0°31'26" East 232.29 feet from the West Quarter corner of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; thence North 61°00'00" West 186.90 feet; thence South 72°10'28" West 631.58 feet; thence North 35°30'55" East 336.07 feet; thence North 82°54'27" East 576.14 feet; thence South 0°31'26" West 241.95 feet to the point of beginning.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

Affects all of Parcel No. 1 and 2:

Subject to and together with a 24 foot wide roadway and utility easement, being 12 feet on each side of the following described centerline: Beginning South 89°31'46" East 1322.90 feet along the Quarter Section line and North 0°31'26" East 615.00 feet along the 1/16 Section Line from the West Quarter corner of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; thence North 32°48'27" West 99.73 feet; thence along the arc of a curve to the left, having a radius of 52.35 feet, a distance of 84.69 feet; thence South 54°30'00" West 44.37 feet to the point of ending.

PARCEL NO 3:

Beginning South 89°31'46" East 964.63 feet along the Quarter Section line and North 693.17 feet from the West half corner of Section 2, Township 36 South, Range 9, West, Salt Lake Base and Meridian; said point also being the most Westerly corner of PineTree Conominiums, Phase II; thence South 37°45'00" East 156.39 feet; thence North 48°45'00" East 153.00 feet; thence North 54°30'00" East 43.15 feet; thence along the arc of a curve to the right having a radius of 43.35 feet, a distance of 55.57 feet; thence South 32°48'27" East 127.10 feet; thence South 0°31'26" West 108.00 feet; thence South 82°54'27" West 576.14 feet; thence North 35°30'55" East 360.00 feet to the point of beginning.

Together with a right of way for ingress and egress over and across the Grantor's adjacent property.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

Subject to easements, restrictions and rights of way appearing of record or enforceable in law and equity and general property taxes for the year 2004 and thereafter.

Witness, the hand(s) of said Grantor(s), this April 13, 2004.

William Thomas Marshall and Ruth Ann
Marshall as Trustees of The Marshall Family
Trust

Ruth Ann Marshall, Trustee
Ruth Ann Marshall, Trustee

00482009 Bk00926 Pg00208

STATE OF UTAH)
)ss.
COUNTY OF CACHE)

On 4/14/, 20 04, personally appeared before me, **William Thomas Marshall and Ruth Ann Marshall as Trustees of The Marshall Family Trust** the signer of the within instrument, who duly acknowledged to me that he/she executed the same.

acknowledged to me that he/she executed the same

David B. Freeman
Notary Public
DAVID B. FREEMAN
(Printed Name)
My Commission expires: 1-1-08



00482009 Bk00926 Pg00209

BRIAN HEAD CITY PLAT

Section 2, Township 36 South, Range 9 West, SLM.

SW1/4NW1/4

LOT 12

SCALE 1"=100'

S0°28'12"W 1472.18'
1/4 NW Cor Sec 2

EAST 32.78'

N52°09'40"W 182.32'

199.51'

Litt #4

A-1154
#34295

1322.54'

N00°28'32"E

879.22'

137.00'

W 1/4 Cor

195.12'

S89°31'46"E 242.47'

S89°31'46"E

1322.90'

137.00'

195.12'

S89°31'46"E 242.47'

S89°31'46"E

1322.90'

137.00'

195.12'

S89°31'46"E 242.47'

S89°31'46"E

Burt's "Day Lodge"

A-1144-1
#30939

N89°30'19"W 287.00'

BRIAN HEAD RECREATION I, LLC

A-1144-1
#30939
16.16 AC.
BK 1493/1538

BRIAN HEAD RECREATION I, LLC

A-1144-1-10
#31770
9.19 AC.
BK 1493/1538

STORM DRAIN &
SEWER EASEMENT
BK 1085/672

PINE TREE CONDOMINIUMS PHASE 1

PINE TREE CONDOMINIUMS PHASE 2

PINE TREE CONDOMINIUMS PHASE 3

PINE TREE CONDOMINIUMS PHASE 4

PINE TREE CONDOMINIUMS PHASE 5

PINE TREE CONDOMINIUMS PHASE 6

PINE TREE CONDOMINIUMS PHASE 7

PINE TREE CONDOMINIUMS PHASE 8

PINE TREE CONDOMINIUMS PHASE 9

PINE TREE CONDOMINIUMS PHASE 10

PINE TREE CONDOMINIUMS PHASE 11

PINE TREE CONDOMINIUMS PHASE 12

PINE TREE CONDOMINIUMS PHASE 13

PINE TREE CONDOMINIUMS PHASE 14

PINE TREE CONDOMINIUMS PHASE 15

PINE TREE CONDOMINIUMS PHASE 16

PINE TREE CONDOMINIUMS PHASE 17

PINE TREE CONDOMINIUMS PHASE 18

PINE TREE CONDOMINIUMS PHASE 19

PINE TREE CONDOMINIUMS PHASE 20

PINE TREE CONDOMINIUMS PHASE 21

PINE TREE CONDOMINIUMS PHASE 22

PINE TREE CONDOMINIUMS PHASE 23

PINE TREE CONDOMINIUMS PHASE 24

SNOWSHOE VILLAGE PHASE I

SNOWSHOE VILLAGE HOME OWNERS ASSOC.
A-1144-1-6
#31739-17AC
BK 505/524

SNOWSHOE VILLAGE PHASE II

SNOWSHOE VILLAGE PHASE III

SNOWSHOE VILLAGE PHASE IV

SNOWSHOE VILLAGE PHASE V

SNOWSHOE VILLAGE PHASE VI

SNOWSHOE VILLAGE PHASE VII

SNOWSHOE VILLAGE PHASE VIII

SNOWSHOE VILLAGE PHASE IX

SNOWSHOE VILLAGE PHASE X

SNOWSHOE VILLAGE PHASE XI

SNOWSHOE VILLAGE PHASE XII

SNOWSHOE VILLAGE PHASE XIII

SNOWSHOE VILLAGE PHASE XIV

SNOWSHOE VILLAGE PHASE XV

SNOWSHOE VILLAGE PHASE XVI

SNOWSHOE VILLAGE PHASE XVII

SNOWSHOE VILLAGE PHASE XVIII

SNOWSHOE VILLAGE PHASE XIX

SNOWSHOE VILLAGE PHASE XX

SNOWSHOE VILLAGE PHASE XXI

SNOWSHOE VILLAGE PHASE XXII

SNOWSHOE VILLAGE PHASE XXIII

SNOWSHOE VILLAGE PHASE XXIV

SNOWSHOE VILLAGE PHASE XXV

SNOWSHOE VILLAGE PHASE XXVI

SNOWSHOE VILLAGE PHASE XXVII

SNOWSHOE VILLAGE PHASE XXVIII

SNOWSHOE VILLAGE PHASE XXIX

SNOWSHOE VILLAGE PHASE XXX

SEE ANDERSON P.U.D. FOR THIS AREA

U-143

19°24'55" R = 636.78' L = 215.79'

12°28'35"W 121.10'

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12°28'35"W 121.10'

J & E DEVELOPMENT, LLC
A-1144-1-12
#239860
2.768 ACRES
BK 926/207-9

J & E DEVELOPMENT, LLC
A-1144-1-12-2
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-3
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-4
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-5
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-6
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-7
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-8
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-9
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-10
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-11
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-12
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-13
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-14
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-15
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-16
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-17
#254596
1.434 ACRES
BK 926/787-9

J & E DEVELOPMENT, LLC
A-1144-1-12-18
#254596
1.434 ACRES
BK 926/787-9

ELEVATE TOWN HOMES
AMENDED P.U.D.

ELEVATE LANE

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ELEVATE LANE

TYLER LYNN
A-1144-1-11-2
#286952
BK 1461/1225

COPPER CHASE OWNERS ASSOC.
A-1144-1-11-1
#267804
.913 AC
BK 4581378.380

COPPER CHASE CONDOS PHASE 1

COPPER CHASE CONDOS PHASE 2

COPPER CHASE CONDOS PHASE 3

COPPER CHASE CONDOS PHASE 4

COPPER CHASE CONDOS PHASE 5

COPPER CHASE CONDOS PHASE 6

COPPER CHASE CONDOS PHASE 7

COPPER CHASE CONDOS PHASE 8

COPPER CHASE CONDOS PHASE 9

COPPER CHASE CONDOS PHASE 10

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into on this _____ day of _____, 2024, by and between Brian Head Town, a municipal corporation and subdivision of the State of Utah (“**Town**”), and Ammil Development LLC, a _____ limited liability company (“**Developer**”), for development of the land to be known as [Hidden Springs] (“**Development**”).

A. Developer owns and controls approximately 11.72 acres of real property located in Iron County, Utah (“**Property**”), legally described in Exhibit A, which is depicted on the Hidden Springs Preliminary Plat attached hereto as Exhibit B (“**Plat**”). Developer desires to design and develop the Property as a residential community which will include open space and trails and may include a community swimming pool and clubhouse.

B. The Town, acting pursuant to its authority under Utah Code Section 10-9a 101, et seq. and its ordinances, resolutions, and regulations and in furtherance of its land use policies, has made certain determinations with respect to the Development, and, in the exercise of its legislative discretion, has elected to approve this Agreement, provided, however, that Town makes no representation that the above referenced statutes are satisfied in full by entering into this Agreement.

C. The parties acknowledge that this Agreement between Developer and Town will result in planning and economic benefits to the Town and its residents by increasing property tax and other revenues to the Town based on improvements to be constructed on the Property.

D. The parties acknowledge that this Agreement between Developer and Town will also result in planning and economic benefits to the Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with agreed terms and conditions within this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein,

Town and Developer mutually agree, covenant and promise, as follows:

A. DEFINITIONS.

1. Association. “**Association**” means and refers to the “**Owners Association**” organized pursuant to the Declaration (defined below). The Association which will have, after the period of Developer administrative control, certain responsibilities including but not limited to: preserving and maintaining common areas, facilities, and amenities which are retained and developed for the common use and benefit of all the owners, including commonly owned streetscapes; the development and enforcement of architectural and landscaping design guidelines; developing and enforcing rules and regulations for the continuing operation of the Property; and collecting regular and special assessments, transfer fees, fines, and penalties from the owners in the Property. The Association will be created by the Developer as a non-profit corporation organized under the laws of the State of Utah. The Association will (1) acquire, construct, operate, own, manage, and/or maintain

the common areas within the Property, perform and provide certain services and functions including, without limitation or obligation, contracting for maintaining certain public trails and throughways; (2) be responsible for maintenance and repair of common nonpublic improvements upon property in the Property owned or controlled by the Association in addition to annual, usual and special assessments for maintenance of common nonpublic improvements in the Property; (3) the Association will levy such assessments as may be necessary from time to time to repair, restore or replace landscaping, or other common nonpublic improvements, when necessitated by the installation, maintenance, repair, or replacement of public water, sewer, power, natural gas, and drainage infrastructure; (4) upon the transfer of any lot or homesite, levy, collect and disburse any transfer assessment imposed under the Declaration; and (5) as the agent or representative of the members of the Association, administer and enforce all provisions hereof and enforce use and other restrictions imposed on the Property.

2. Declaration. “**Declaration**” means and refers to the declaration of covenants, conditions and restrictions upon the Property which will be recorded in the Iron County Recorder’s Office and will run with the land. The Declaration will set forth the rights and obligations of the Developer, the Association, and the individual owners with respect to one another, will establish a lien for the collection of assessments, and serve other purposes ordinary to Declaration in similar projects. The parties acknowledge and agree that under no circumstances will Town have any enforcement obligations under the Declaration.

3. Design and Development Guidelines. “**Design and Development Guidelines**” means the written review standards, if any, promulgated by the Architectural Review Committee (“ARC”) created pursuant to the Declaration of the development criteria adopted and from time to time, amended by the Developer and implemented by ARC.

4. Developer. “**Developer**” is defined in the opening paragraph.

5. On-site Improvements. “**On-site Improvements**” means and refers to all public envisioned developer improvements including, sewer, storm drainage, rock lined drainage swales, culinary water, natural gas, lighting, underground utility systems, streets, streetscapes, common areas designated within or adjacent to the Property, snow storage areas, trails, ski trails, or other improvements within the boundaries of the Property.

6. Open Space. “**Open Space**” means land outside of designated improvement areas and outside of the On-Site Improvement areas in this Agreement, which meets the criteria set forth in the Brian Head Town Code “Recreation Open Space Zone” as set forth in §9-7-7 thereof.

7. Public Safety Department. “**Public Safety Department**” means and refers to the agencies acting within their official capacity to perform duties relating to community public safety, law enforcement, emergency response, search and rescue, community fire education and fire prevention services for Town.

8. Public Works Department. “**Public Works Department**” means and refers to the Town department which is responsible for the public works, and operation and maintenance of public infrastructure within the Town.

B. DEVELOPMENT; DENSITY.

1. Development of Infrastructure and Lot Releases. The Property will be developed in phases as shown on the Plat and will enjoy the rights conferred by and be subject to the terms of this Agreement. The Property will be developed in accordance with the Town’s ordinances, regulations, and process with respect to entitlements and construction, and Developer will have the sole discretion to decide how the development proceeds.

2. Residential Density of the Property. The parties agree that the Plat shows the intended residential uses and these anticipated land uses are in substantial conformance to the Town’s general plan, and that the proposed density will be considered an entitlement number and that number will not be altered by any zoning ordinances including, but not limited to, hillside development regulations, setback and open space requirements. The development of the Property to less than the full maximum allowed density will not release Developer from any obligations to the Town as set forth herein, unless as a result of a General Plan amendment which is not requested by Developer, or unless the reduction in total units results in a corresponding reduction in public facilities and/or improvements supported by the appropriate engineering/planning studies as approved by the Town and incorporated in an amendment to this agreement.

C. VESTED RIGHTS AND RESERVED LEGISLATIVE POWERS.

Subject to Utah Code Sections 10-9a-509, with the recording for public record of this Agreement, Developer’s right to develop the Property as described herein is hereby vested subject to the conditions precedent expressly set forth in this Agreement allowing for modification of specific requirements as development of the Property progress toward completion. Nothing in this Agreement will limit the current or future exercise of the police power by the Town in enacting zoning, subdivision, development, transportation, environmental, open space and related land use plans, policies, ordinances and regulations after the date of this Agreement provided that the adoption and exercise of such power is directed at a critical health, welfare and safety concern and will not restrict Developer’s vested rights to develop the Property as provided herein. Furthermore, the Property is still subject to the administrative procedures applicable to the development of the Property, including but not limited to all subdivisions and permit applications, approvals and inspections applicable to the Property. In order to preserve the rights vested to Developer herein, Developer must reasonably pursue the development of the Property. This Agreement is not intended to and does not bind the Town Council in the independent exercise of its legislative discretion with respect to such zoning regulations, except to the extent specifically covenanted as set forth herein, the provisions of this Agreement by recording intended to run with the land to the benefit and burden of Developer and its successors and assigns. Notwithstanding any of the foregoing, nothing herein will prohibit Developer from relying on the zoning in effect at the time any given subdivision application has been submitted, and pursuant to Utah Code Section 10-9a-509, Developer will be entitled to approval of all

completed applications on the basis of the zoning laws and regulations in effect at the time such application was submitted without regard to any subsequent changes to such laws or regulations.

D. COMPLIANCE WITH TOWN DESIGN AND CONSTRUCTION STANDARDS.

Developer acknowledges and agrees that unless expressly stated otherwise, nothing in this Agreement will be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the Town necessary for development of the Property, including the payment of fees, and compliance with the Town's design and construction standards for public improvements which are approved at the time of construction, except as may be specifically set forth otherwise herein.

E. TIME FOR CONSTRUCTION AND COMPLETION OF THE PROPERTY.

Except as otherwise provided in this Agreement, Developer will have the discretion as to the time of commencement, construction, infrastructure phasing and completion of any and all development of the Property. Developer's discretion will be confined within the time limitations set forth in Town code such as final plat expiration.

F. ROADS.

1. Road Dedication. Town and Developer will cooperate in the dedication of Pine Tree Way. In addition, Developer will dedicate any completed rights-of-way within the Property constructed to Town standards as plats are approved for that portion of the Property containing such rights-of-way.

2. Road Access Provided to Town. Pine Tree Way, as well as the private roads within the Property will be monitored and maintained to provide the Town's Public Works and Public Safety Departments year-round normal maintenance and emergency 24/7 access for fire prevention, code enforcement, marshals monitoring, together with access for any other public purpose.

3. Road Standards. Developer will coordinate with Town through Developer's engineer, to ensure all improvements meet or exceed Town's standards and requirements for road design and construction. All proposed roads will be constructed per Town standards. Roads will be private with plowing service to meet or exceed the Town four-hour rule. All private roadways will also serve as water and sewer and utility easements.

4. Road Costs and Ongoing Maintenance. Developer will bear the initial costs of below and above surface construction of all interior roadways within the Property. Developer will construct and install all utilities within road rights of way whether public or private. Once completed, the Town will be responsible for the maintenance of all utilities within and along all finished roadways, and all other interior roadways, and ongoing maintenance of the above ground improvements on public roads such as Town road signage maintenance. Developer will be responsible for maintaining all above and below ground improvements on private roads. Except as requested by Developer, in the event Town removes asphalt pavement for normal or emergency access and/or underground

maintenance or repair of utilities, Town will be responsible to repair where the pavement was removed, Town will be responsible for all future replacement paving or repairs on all public designated roadway(s).

5. Road Snow Plowing. Developer, Developer's designee (including the Association), will be responsible for snow removal of all private interior roadways and private facilities. Developer will strive to meet or exceed the Town's 4-hour goal of snow plowing response times.

6. Roadside Snow Storage Area. Developer will construct roadside snow storage areas on the sides of the roadways and/or designated areas to serve the Property, meeting or exceeding Town's standards.

7. Street and Traffic Control Safety Signage. Developer will bear sole responsibility for costs to purchase, construct, and install all public street signage, including related or required permanent structures, mounts, or supports, and will include all permanent road signage and traffic control devices and signs, which will be in conformance with the requirements of the Manual on Uniform Traffic Control Devices and Town standards.

8. Roadside Drainage System. Developer, at its sole cost and expense, will construct water drainage system along the roadsides, with culverts under the system as needed, and rock lined drainage swales to serve the Property. After installation, Town will be responsible for the maintenance, repair and replacement of the above drainage systems.

G. UTILITIES.

1. Responsible Parties. Developer will bear sole responsibility for costs to initially construct all underground utilities within the Property including water, sewer, power, natural gas, fiber, internet and/or telephone infrastructure together with those third-party providers. Town will bear sole responsibility for costs to maintain, and repair below surface utility improvements for water and sewer utilities Developer and/or individual purchasers and owners will be responsible for their own ongoing maintenance of lines and pump systems from their "lateral lines" into all structures. The parties anticipate that third-party providers such as Rocky Mountain Power, Dominion Gas, fiber, internet, and/or telephone providers, and other service providers will bear sole responsibility for costs to maintain, and repair below surface related utility improvements or repairs for their respective utilities.

2. Water; Vesting of Density Units. Developer will construct water source, storage and distribution improvements connecting to Town's water supply, adhering to Town's standards to serve the Property. Town will transfer water rights to Developer in accordance with the Brian Head Town Development Water Rights Purchase Agreement attached as Exhibit C to provide municipal service for the density/units contemplated in this Agreement. Developer will coordinate with Town through Developer's engineer, to ensure all water improvements meet or exceed Town's standards and requirements for design and construction. The transfer and use of such water rights will be governed by that

certain [Water Rights Transfer and Holding Agreement] between Town and Developer, such agreement to be negotiated and agreed to prior to finalization of this Agreement and included as part of the documents comprising Exhibit C.

3. Sewer.

(a) Sewer Collection and Conveyance. Developer will, at its sole cost and expense, construct improvements connecting the Town's sewer, using both a combination of the Town's traditional gravity system and a hybrid gravity / low pressure sewer system, adhering to Town's standards to serve the Property. In no event will Developer be entitled to consume collection or conveyance capacity needed for the buildout of the existing Town or increase the cost burden on the community.

(b) Sewer Treatment. Developer will have no obligation to meet any sewer treatment capacity demands in the future.

4. Utility Easements for Sewer and Water Extensions. If a sewer or water easement becomes necessary for any extension of sewer or water systems planned, into adjoining land owned and controlled by Developer, Town will agree to acquire such easements from Developer at no cost to the Town.

5. Gas and Power. Developer will, at its sole cost and expense, construct improvements connecting both, the gas-line supply and power-line supply provided by Dominion Gas Co. and Rocky Mountain Power to serve the Property. After installation, the applicable utility provider will be responsible for the maintenance, repair and replacement of the applicable improvements.

H. EASEMENTS.

1. Town Public Trail Easement, Operation and Maintenance. Developer agrees to provide land for non-exclusive easements supporting a connection and an expansion of the Town's public trail network through the Property, any new trails will plug into existing trails on Town and Forest Service Land to the extent possible. Developer will develop, construct and dedicate trails to the Town on such nonexclusive easements at Developer's sole cost and expense. Once dedicated to the Town, the Town will maintain dedicated trails. If Developer, at Developer's sole discretion, finds the Town's maintenance to be insufficient then Developer upon notice to the Town and in cooperation with the Town may upgrade and/or maintain public trails to the standards of the Town. Improvements donated to Town by the Developer will include a Trail Easement Agreement for the use of the land to the Town.

2. Easements and Right of Way Dedications. Any record of survey filed at the Iron County Recorder's office with respect to the entire Property will designate, both the streets and utility plan easements, in addition to all other easements including dedicated private trail easements, Town sewer easements, public trails, and throughways or rights of way as are reasonably necessary for servicing the Property and which will be configured to minimize the impact on the servient property. Easements and public rights of way will be granted or dedicated to the Town and/or other applicable third parties, as the case may be,

as a part of any record of survey to benefit the Property. Town and Developer will mutually cooperate to grant cross easements as may be shown on the applicable record of survey. Developer will reserve such easements as are reasonably necessary for all sewer, utilities, water storage, snow storage, or drainage of the Property's runoff water control. Such easements will be located so as to minimize impact on the servient property.

I. OPEN SPACE.

Developer has flexibility in adjusting Open Space boundaries and may designate Open Space for private use, for public access, or to preserve the unique and natural features of such areas. At the sole discretion and election of Developer, Open Space may be encumbered with an easement restricting its use accordingly. [Notwithstanding anything herein to the contrary, Developer will not have the right to alter any trails included in the Town Trails Master Plan included as Exhibit __ hereto without the consent of Town.]

J. LAND USES; RESTRICTIONS.

1. Land Uses. Residential spaces are intended and planned for the Property including but not limited to, residential single-family homes, townhomes, condominiums, and a-frame cabins.

2. Trails. Pedal bicycles or mountain bikes (including e-bikes, excepting on specified trails for such use), motorcycles, all-terrain vehicles (ATV's), other off-road vehicles, and all means of transport whatsoever, (excepting snowmobiles which are prohibited), will be allowed only on specified trails or easements designated for such use, and homesite driveway access. Subject to the foregoing, Developer and/or the Association will have the authority; (a) to prohibit entirety from Property certain motor vehicles that may be considered to emit noise or other pollution in excess of levels or standards promulgated by the Developer, or Association, and (b) to promulgate such other rules, regulations and restrictions as it deems appropriate with respect to the operation of motor vehicles, non-motorized vehicle, and all means of transport whatsoever nature on the Property.

K. INTENDED DEVELOPMENT AND DESIGN ENVELOPES.

All structures will only be permitted within the boundaries of the site development areas as referenced in the Plat. The Developer has flexibility and sole discretion to amend the envelopes, driveway corridors, and natural Open Space zone areas subject to the Declaration.

L. PROPERTY PERMANENT AND TEMPORARY SIGNAGE.

Developer may, at Developer's cost, elect to design, construct, install, maintain, and repair, both, temporary and permanent decorative Property-themed signage on private roads within the Development, including but not limited to community-naming and roadside numbering, custom monument, rock inspired style signage for fire prevention and home identification purposes. In addition, Developer is allowed signage related to Property and real estate sales activities, including open model home signage, flags and banners, for purposes related to real estate sales activities per Town sign code requirements.

M. REGULATORY MATTERS.

Town and Developer will cooperate in all regulatory matters, which affect both parties. Other requirements of law and processes typical to the development process are not waived by this Agreement, but all such processes will proceed consistent with the Town Code. Any items or developmental processes not addressed by this Agreement will be governed by the normal Town Code existing at the time of the submittal of any development application with respect thereto. To the extent the Property does not utilize current capacities included within the existing Town infrastructure, Developer will not incur any impact fees with respect thereto. Developer may be subject to other impact fees as the Town generally imposes as part of any development application.

N. STANDARD LOT SETBACK AND DESIGN REQUIREMENTS.

The standard minimum lot setbacks will be in accordance with Town's zoning ordinances for the intended respective use for each given site or parcel, as of the date the Parties entered this Agreement, and Developer reserves the right to define, publish, communicate, and enforce more stringent setbacks, height restrictions and overall design guidelines and requirements, at Developer's sole discretion, without obligation, within its own design and development guidelines which will be subject to Town's approval and may change and be amended time to time.

O. ALL ASSOCIATED LIGHTING.

Developer will bear sole responsibility for costs to construct, maintain, and repair mountain lighting standards in accordance with Town's code requirements with additional stringent standards which meet or exceed Town's current standards. Best practices to be taken from the International Dark Sky Association and its recommended Night Sky Standards, consistent of low to ground lighting systems and direct ground lighting systems.

P. ADDITIONAL DEVELOPER'S OBLIGATIONS.

In addition to the Developer obligations set forth elsewhere in this Agreement, the Developer will meet the following requirements in the times and manner set forth herein.

1. Commitment of Developer. The obligations of Developer described by this Agreement and the Town Code are intended by the parties to be comprehensive of all obligations required of Developer by the Town.
2. Trash. Developer will install trash receptacles, per Town standards, to serve the Property.
3. Fire Hydrants. Developer will, at its sole cost and expense, install fire hydrants, per Town standards, to serve the Property. After installation, Town will be responsible for the maintenance, repair and replacement of the fire hydrants.
4. Fiber. Developer will, at its sole cost and expense, install fiber for internet and telephone service with Town's preferred provider. After installation, the internet

provider in the Town will be responsible for the maintenance, repair and replacement of the internet fiber improvements.

5. Remedies. If Town determines, in its sole and exclusive discretion, that Developer or Association have failed to fully satisfy and comply with any obligation in this Section and all of its subsections, the Town will provide written notice to Developer of such failure and Developer will have a period of 30 days to cure such default, provided that if such cure requires more than 30 days and Developer is using commercially reasonable efforts to effectuate such cure, then Developer will have such additional time as necessary to cure the default. In the event Developer fails to remedy such default, the Town will have all remedies at law or equity.

Q. AGREEMENT TO RUN WITH THE LAND.

This Agreement will be recorded against the Property prior to commencement of any work related to development of the Property. This Agreement will be recorded in the Office of the Iron County Recorder, will be deemed to run with the Property, will encumber the same, and will be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property for a period of [] years. This Agreement will not extend beyond [] years in any respect, including vested rights, except as may be mutually agreed upon in writing between the Parties.

R. ASSIGNMENT.

Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

S. AUTHORITY.

The parties to this Development Agreement each warrant that they have all of the necessary authority to execute the terms of this Agreement. The Town agrees that is will be bound by this Agreement upon recording of this agreement.

T. APPOINTMENT OF REPRESENTATIVES.

To further the commitment of the parties to cooperate in the implementation of this Agreement, the Town, Developer each will designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town will be the Town Manager, Bret Howser, and the initial representative for the Developer will be Chelsea Curcuru. The parties may change their designated representatives by Notice. The representatives will be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

U. NO JOINT VENTURE, PARTNERSHIP OR THIRD-PARTY RIGHTS.

This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties; except as expressly provided herein.

V. INTEGRATION.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

W. NOTICES.

Any notices, requests, or demands required or desired to be given hereunder will be in writing and should be delivered personally to the party for whom it is intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as communications under this Agreement will be deemed to have been given and received and will be effective three (3) days after deposit in the U.S. Mail to the recipient's address as set forth herein:

Town:

Developer:

Any party may change its address by giving written notice to the other party in accordance with the provision of this section.

X. SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this Agreement will be deemed amended to the extent necessary to make it consistent with such decision and the balance of this Agreement will remain in full force and effect.

Y. TIME IS OF THE ESSENCE.

Time is of the essence to this Agreement and every right or responsibility will be performed within the times specified.

Z. LAW AND USAGE.

Any dispute regarding this agreement will be brought only in Iron County, State of Utah, and heard and settled under the laws of the State of Utah. Whenever the context requires, the singular will include the plural, the plural will include the singular, the whole will include any part thereof, any gender will include both genders, and the term "**person**" will include an

individual, partnership (general or limited), corporation, trust, or other entity or association, or any combination thereof. This Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement will be constructed as both covenants and conditions in the same manner as though the words importing such covenants and conditions were used in each separate provision hereof.

AA. MUTUAL DRAFTING.

Each party has participated in negotiating and drafting this Agreement and therefore no provision of this Agreement will be construed for or against either party based on which party drafted any particular portion of this Agreement.

BB. FORCE MAJEURE.

Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, environmental testing and remediation, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder will excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage, and the same duration of time will be added to extend the Term of Agreement.

CC. COURT COSTS.

In the event of any litigation between the parties arising out or related to this Agreement, the prevailing party will be entitled to an award of reasonable court costs, including reasonable attorney fees.

DD. EXPENSES, FEES.

Except as expressly provided otherwise in this Agreement, Developer agrees to pay all costs and expenses of the Town associated with all applications and approvals associated with Hidden Springs, including, but not limited to, professional fees (including attorney's fees, engineering review fees, design review fees etc.) related to this Agreement and that the Town would not have occurred otherwise in its normal development planning and operations for the Town. Developer agrees to pay the Town's legal costs and expenses incurred in preparation and execution of this Agreement.

EE. ENTIRE AGREEMENT.

This Agreement, and all Exhibits thereto, is the entire agreement between the Parties regarding the subject matter set forth herein and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

FF. WAIVER.

Acceptance by either party of any performance less than required hereby will not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder will be binding unless reduced to writing and signed by the party to be charged therewith.

GG. EFFECTIVE DATE.

This Agreement will be effective as of the date filed for public record in the office of the Recorder for Iron County, Utah.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

BRIAN HEAD TOWN,
a municipal corporation and subdivision of the State
of Utah

By: _____
Clayton Calloway, Mayor

By: _____
Bret Howser, Town Manager

Approved as to legal form:

By: _____

AMMIL DEVELOPMENT LLC,
a _____ limited liability company

By: _____
Chelsea Curcuru

STATE OF UTAH)
); ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of BRIAN HEAD TOWN, a municipal corporation and subdivision of the State of Utah, and that the within and foregoing instrument was signed on behalf of said Town.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
): ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of BRIAN HEAD TOWN, a municipal corporation and subdivision of the State of Utah, and that the within and foregoing instrument was signed on behalf of said Town.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF UTAH)
): ss.
COUNTY OF _____)

On the ____ day of _____, 2024, personally appeared before me _____, the _____ of AMMIL DEVELOPMENT LLC, a _____ limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:



May 3, 2024

Dear Property Owner:

An application has been received by Brian Head Town for a preliminary plat for a newly proposed subdivision on Pine Tree Way. Brian Head Town is sending out this notice as per Utah Code Title 10, Chapter 9a, Part 2 and Brian Head Land Management Code 9-1-8.

- A. Anyone wishing to review the information on the proposed preliminary plat may do so at Brian Head Town Hall during normal business hours of 9:00 a.m. to 4:30 p.m. Monday through Friday.
- B. Anyone wishing to make comments about the proposed preliminary plat may submit written comments to the Brian Head Town Clerk @ nleigh@bhtown.utah.gov no later than May 17, 2024, by 4:30 p.m.
- C. The Brian Head Planning Commission will hold a Public Hearing at the BRIAN HEAD TOWN HALL COUNCIL CHAMBERS, 56 North Hwy 143, Brian Head, UT on May 21, 2024, at 1:00 p.m.

If you have any questions or should need additional information, please do not hesitate to contact our offices during normal business hours.

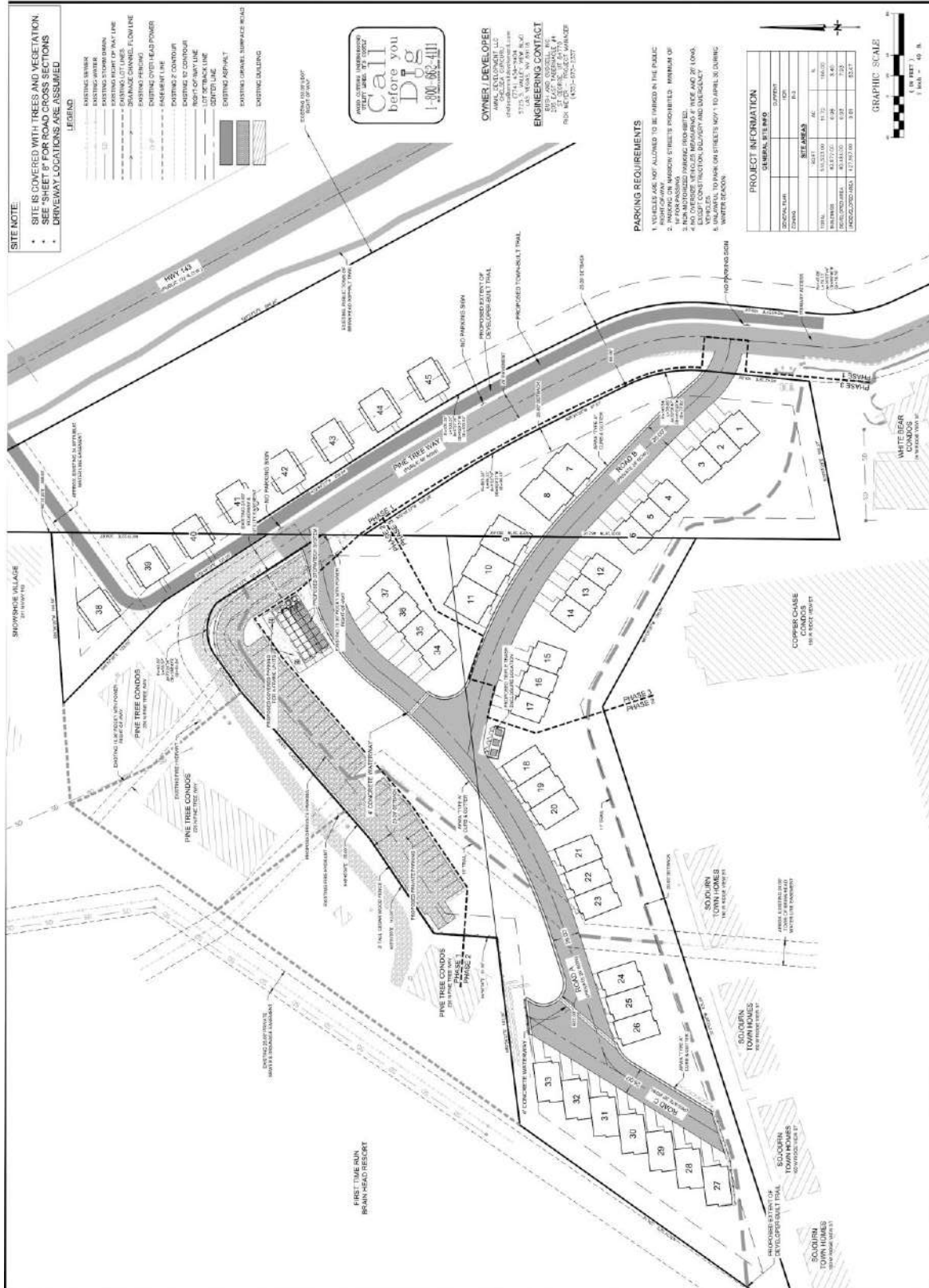
Respectfully,
Brian Head Town

Lester Ross
Building and Planning Official



Enclosure

Hidden Springs



May 13, 2024

Hi Nancy,

This letter is taking you up on the offer for written response as stated in the town letter dated May 3rd 2024, option B. Thank you for this opportunity to respond to the proposed preliminary plat for Hidden Springs that is scheduled for a public hearing and comment on May 21st, 2024 at 1pm. I own a condominium Unit in the Pine Tree Condominiums Association ("Pine Tree Condo Association") and am currently the president of the Pine Tree Condo Association. I have owned Unit 1b since 2014 which my family has used and enjoyed for several years. There are 16 Units in the Pine Tree Condo Association, and in reviewing the proposed preliminary plat for the Hidden Springs development that is intended to be constructed on the property adjacent to the Pine Tree Condo Association, the various homeowners/condominium owners in the Pine Tree Condo Association have raised several concerns regarding how the current proposed plans will inhibit and negatively impact the use, safety and quiet enjoyment of the owners' property in the Pine Tree Condo Association.

I, along with the other owners in the Pine Tree Condo Association, appreciate the time and consideration of Brian Head (you, the Brian Head Planning Commission, as well as the other respective persons involved with the planning and building in Brian Head). We believe the Hidden Springs development, as proposed by the preliminary plat, fails to sufficiently address access, parking, snow storage, and tree removal, in addition to creating life safety issues related to emergency access. We ask that Brian Head consider each of the following issues/concerns as they relate to the proposed preliminary plat for Hidden Springs:

- (a) The eight A-frame structures (38-45) that are being proposed without any vehicle/automobile parking adjacent to, or even within close proximity, to the structures. Allowing dwellings to be constructed so far away from the parking is not a realistic/pragmatic option. Additionally, roadway access to and from proposed units 38, 39, and 40, is not provided across Ammil's property. (The 24' roadway and utility easement is for Pine Tree Condos, Phases 1-3, and is not for property outside of these phases). Further, we are concerned that during the winter months the occupants of all these units (38-45) will park directly on Pine Tree Way. When this occurs during snowstorms it will block the only access to our units in Pine Tree. White Bear Condominiums have their own parking garages and private driveways and still their vehicles overflow onto Pine Tree Way creating a hazard accessing our property. This is a safety issue that will only be exacerbated by allowing additional structures to be constructed to the east of Pine Tree Way without adequate parking spaces. If this road is blocked it prevents owners, as well as emergency personnel, from accessing the Units in the Pine Tree Condo Association, which is very problematic. Please see attached photo (**Exhibit A**). This photo was taken during a non-holiday, low snow season day (2/24/24). Please take into consideration what this would look like during a storm and a town plow needing to create a path. At best, vehicles parked on the side of

Pine Tree Way would leave a single lane with no room to pass. This is a life safety issue and would likely result in emergency vehicles being unable to access Pine Tree Condo Association in the event of an emergency.

- (b) These far-removed parking spaces from the units (38-45), will also be an ADA issue based on current codes which Ammil will be accountable for upholding with their current parking proposal.
- (c) Ammil's plans do not provide adequate vehicular access across Ammil's property to the proposed parking stalls located south of Pine Tree phases 2 & 3. Ammil does not have a right to use the private road of Pine Tree Condo Association to access these parking stalls and this proposed development is not part of the Pine Tree Condo Association. The owners at Pine Tree pay for the maintenance, repair, etc., of this private road and are not willing to shoulder the burden and costs of numerous people using this private road to access the adjacent property. The parking and roadway area within the Pine Tree Condo Association is already limited and used to full capacity as it stands. In fact, the area with the proposed parking for Hidden Springs has been utilized/used for parking vehicles by the occupants of the Units in the Pine Tree Condo Association for the past 41 years.
- (d) The construction of Hidden Springs, as proposed by the subject preliminary plat, seems to eliminate nearly all the established trees south of the Pine Tree Condo Association — which does not comport with the well-established policy of Brian Head to preserve the natural environment and rural mountain town atmosphere by preserving as many trees as is possible and reasonable.
- (e) Current plans for structures and parking encourage trespassing onto the Pine Tree Condo Association property for mountain access. This affects our privacy and use of our property, and would also increase the financial burden for maintenance and repair of the private roads and property that is part of the Pine Tree Condo Association / development.
- (f) Current storm water holding area (assumed on the map) on the hill in front of Pine Tree Condo Building A also creates a risk to the land stability of Brian Head within 100 yards from our structures which could effect the use and safety of the Pine Tree Condo Association Units and owners.
- (g) Current building designs for structures 34, 35, 36, 37, 38, 39 & 40 along with the parking area (south of Phases 2 & 3 of Pine Tree) requires access through/across property that is Pine Tree Condo Association property, which is not owned by Ammil — and which Ammil has no legal right to use. Ammil Development does not have any right to access the Hidden Springs property through Pine Tree using the private road.
- (h) The proposed plans do not appear to provide adequate turnaround areas for emergency vehicles. This is another life safety / emergency concern.
- (i) Inadequate snow storage? The proposed development plans fail to clearly identify enough land where snow will be piled and stored. Given the number of units and additional roads proposed, adequate snow storage is a significant problem. The density of the proposed subdivision will require all of the parking areas to be used for parking vehicles, yet there are no areas identified where snow can be piled and stored throughout the winter months. The

current plan, as proposed, appears to be less areas for parking per unit and snow storage for the development than the outdated grandfathered plans from Elevate/Sojourn.

- (j) The Pine Tree homeowners are very concerned that all this development along Pine Tree Way will inhibit access and use of our property during construction. We understand this to be a multiple year project. See **Exhibit B**. This photo was taken in the summer of 2023 when Ammil Development was conducting a simple soil sample. This blocked the only access road for over an hour. There was no notification. This gives an early indication of the developer's empathy and understanding of how their actions affect the surrounding next door neighbors safety and use of their property. This is the only exit and entry to our Pine Tree Condos. The owners at Pine Tree are very concerned about this multi-year construction project and how it will drastically impair our access and use of our property based on the current design both in the short and long term.
- (k) Current road planned with proposed grade (road A) exits onto our property in the current design. Concern with grade and angle, cars in winter will easily get stuck sliding down while blocking Pine Tree Way and our only access to our property and use during the winter months. This issue occurs with the Snow Shoe Development that has a lower climb angle. The difference is they only block their own use. As currently proposed in the preliminary plat for Hidden Springs, if a vehicle gets stuck going to a unit in the Hidden Springs development, it would block all access to and from the units in the Pine Tree Condo Association.
- (l) The grade that will be required and the sharp narrow 90 degree turn from Ammils current parking area into Pine Tree Way will cause the same use issue for Pine Tree owners during the winter months. This will result in vehicles blocking our only access and entry to use our property.
- (m) Road C and its placement as a turnaround and the retaining wall will lead to headlights through our windows at D building impairing our privacy and use.
- (n) In the proposed parking (that requires access through a narrow 90 turn and is currently drawn on our property line) doesn't leave enough space and will require access through our property, which has not been approved by Pine Tree Condo Association. If it was to be approved in the current format, we will be forced to move our parking to the property line which will negate proposed parking in development plans for Ammil.
- (o) Brian Head is known to have land stability issues. Just recently Elevate's retaining wall failed because of the hidden springs under their property. The Lofts longstanding structural issues and abandonment of final phase and most recently Crooked River land issues and retaining wall failures. The hillside construction surrounding Pine Tree Condos and the hidden springs under this land could cause land instability as referenced above which may negatively impact Pine Tree Way along with the structural integrity of our property which would result in the inability to use our property.
- (p) Additionally, as proposed, the amount of trees that would need to be removed to allow for the roads and possible areas of snow storage would seem to eliminate the majority of the trees, which could further enhance the land stability issues in Brian Head and could negatively impact the structural integrity of Pine Tree Condos. As proposed, construction of

Hidden Springs does not further the policy of Brian Head to preserve the natural environment and rural mountain town atmosphere.

For the above reasons, and without limitation, I along with the owners in the Pine Tree Condo Association, believe the Ammil Developers preliminary plat for the proposed Hidden Springs development should not be approved as submitted. We appreciate Ammil developers working to build a community that fits into the Brian Head "look and feel". But we are strongly opposed to the current plans, not because of the aesthetics, but because we firmly believe the current plans, as proposed, will create life safety/emergency issues creating problems for Brian Head and the owners of property near the proposed Hidden Springs subdivision, in addition to the significant and negative impact on the use of our Pine Tree property in the short and long term.

Thank you for your careful and thoughtful consideration in the best interest of Brian Heads continued growth.

Sincerely,
Joseph Rudman
Pine Tree Condominium Association President

Exhibit A Photo Attached



Exhibit B Photo Attached



Road is now blocked. Guys on site say will be passable within the hour.

Response to the Hidden Springs Preliminary plot plan ..

External

Inbox



Ed Kittrell < >

May 16, 2024,
5:10 PM (4 days ago)

to me

From.. Ed Kittrell Unit A4 Pine Tree condominiums..

Nancy ..

In accordance with the Town boards request I am submitting my comments and concerns about the proposed preliminary site design for referenced project.. I am the owner of Condo A4 located in Building A of Pine Tree Condominiums...I have been the owner of the condo since 1999 about 24 to 25 years.. I have raised my kids there.. they all learned to ski on the slopes of Brian Head.. now my grandkids are following in their footsteps.. Myself and my families have many fond memories of our times over the many years at the condo .. skiing.. snowboarding.. ATV riding..

Now. it is really so disappointing that this new proposed development is putting our functional use of our Condo and our only access road in real jeopardy. .. I am in total agreement with the response letter and comments from Joe Rudman .. the President of the Pine Tree HOA ..

Also... as an Architect for almost 50 years with my own company.. where I did 100's of projects all around America including many heavy snow areas .. I am now a simi retired Architect.. was registered in about 15 states over the years .. now still registered in Utah.. NM and Nevada .. Over the years I was registered in Alaska.. where I did major projects in Anchorage and Barrows.. to obtain a license in Alaska I was required to take a college class on Permafrost design which also included design for adequate snow removable and storage areas consideration in design ..

So.. in reviewing this preliminary plot plan... it was obvious that the designer did not take into account any normal snow removal design needs... such as laying out the parking areas with space to allow for the moving and removal of snow... nor allow for any areas for snow storage.. which would include the drainage needs as the stored snow melts. This snow removal and storage issue could have a big negative impact on Pine Tree condominiums... due to the location of their major parking area is directly adjacent to Pine Tree site and private drive.

It also appears that the design did not take into consideration the slope of the land and allow for some of the major grade differences near the Pine tree condos development..

In summary.. if the project is built per this design.. it will totally destroy the parking areas of the Pine Tree condominiums .. which has been in place and used for over 25 years... I never thought that we would ever be put in this situation when I bought the unit.. nor believe someone would or could be allowed to do this to our homes away from home..

Thanks for the opportunity to respond..
Ed Kittrell..

May 17, 2024

Good Morning, Nancy,

Please accept my comments and concerns regarding land/usage development of property which involves Pine Tree Condominium Association.

First, my family and I have been coming to Brian Head since February 1981. For many years we rented cabins or condos and eventually purchased three timeshare weeks. During those many years we have looked at real estate to purchase but never found just the right property for us. In July 2015 our realtor took us to the Pine Tree Condos to see unit A-1 which was for sale. We looked at it and within five minutes we knew this was the place for us. We had finally found our piece of paradise. The location, serenity, and our ability to get closer to nature were the big selling factors. The property is used exclusively for our family pleasure and enjoyment.

Since purchasing our unit I have developed health issues which makes safety and accessibility for entrance and exit to/from the property of major importance. This concern is not only for myself but for others who might have need to Emergency Medical Services. I am disabled. I have to use a cane due to back injuries and also am on oxygen full time (due to pulmonary embolisms in December 2015) because of the attitude. In case of a power outage it would be urgent that I receive oxygen from EMS. This is definitely a life safety issue. Any obstruction for access via the one road into our property is non-negotiable.

I have additional concerns. Without going into lengthy detail I will list them below:

- The area plans appear to be too densely developed.
- Inadequate parking plans.
- Inadequate snow storage. Snow needs to be piled and stored, even now it is an issue during the snow season and cuts into parking areas.
- Rapid response for EMS unavailability due to road inaccessibility. Definitely a safety issue.
- Development/construction for multi-years will inhibit homeowners accessibility of property.
- Natural landscape with trees will be destroyed and replaced by a densely developed business venture. Elimination of the majority of the trees would enhance land stability issues in Brian Head.
- Land stability risk for Building A due to current plans for storm water holding areas.

As a homeowner and member of the Pine Tree Condominiums HOA I strongly oppose the Ammil Developers Hidden Springs plans and those plans should not be approved as submitted. As proposed the current plans will create life safety/emergency issues as well as impact the personal enjoyment for use of the homeowners of Pine Tree Condominiums.

Barbara J. Merkel

Unit A-1

Lynn Unger < >

Thu, May 16, 4:18 PM
(4 days ago)

Good afternoon Nancy,

Thank you and Brian Head Town for the opportunity to offer written responses and appear for public comment on the Hidden Springs Preliminary Plat plan being reviewed by Brian Head Town. As a homeowner of a Pine Tree Condominium, part of the Pine Tree Condominium community, and plans to be full-time Brian Head residents, we have several concerns about how the proposed plan from Ammil for the Hidden Springs development will negatively affect the use, safety, accessibility and enjoyment of our property.

- **The proposed eight A-frame structures (38-45) with parking far removed from the units is not a realistic option.**

- **Access:** Access to and from proposed units 38, 39, and 40, is not provided across Ammil's property. The 24' roadway and utility easement is for Pine Tree Condos, Phases 1-3, not for property outside of these Phases. Further, we are concerned that during the winter months the occupants of all these units (38-45) will park directly on Pine Tree Way. When this occurs during snowstorms it will block the only access to our units in Pine Tree. White Bear Condominiums have their own parking garages and private driveways and still their vehicles overflow onto Pine Tree Way creating a hazard accessing our property. We experienced vehicles parked on Pine Tree Way this winter, even when there was not recent snow.
- **Safety:** Consideration should be given to what this would look like during a storm and a town plow needing to create a path. At best, this would leave a single lane with no room to pass. This is a life safety issue and would likely result in emergency vehicles being unable to access Pine Tree in the event of an emergency.
- **Limiting accessibility for individuals with disabilities, the far-removed parking spaces from units (38-45), will be an ADA issue** based on current codes which Ammil will be accountable for upholding with their current parking proposal.
- **Ammil does not have a right to use the private road of Pine Tree to access the proposed structures and parking stalls.**
 - **Access:** Ammil's plans do not provide enough proper access across Ammil's property to the proposed parking stalls located south of Pine Tree Phases 2 & 3. This proposed development is not part of the Pine Tree Condominiums. The owners at Pine Tree pay for the maintenance, repair, etc., of this private road.
 - **Access:** Current building designs for structures 34, 35, 36, 37, 38, 39 & 40 along with the parking area (south of Phases 2 & 3 of Pine Tree) requires access through Pine Tree owned property. Ammil Development does not have access through Pine Tree to use the private road.

- **Access:** The proposed parking (that requires access through a narrow, 90 degree turn and is currently drawn on our property line) doesn't leave enough space and will require access through our property, which has not been approved by Pine Tree HOA. If it were to be approved in the current format, we will be forced to move our parking to the property line which will negate the proposed parking in development plans for Ammil.
- **Emergency vehicle access.**
 - **Safety and access:** The proposed plans do not appear to provide adequate turnaround areas for emergency vehicles. This is another life safety / emergency concern.
- **Current plans for structures and parking encourage trespassing onto our property for mountain access.**
 - **Safety and access:** This affects our privacy and use of our property, and would increase the financial burden for maintenance and repair of the private roads and property that is part of the Pine Tree Condominium development.
- **Storm water holding.**
 - **Safety and Access:** Current storm water holding area (assumed on the map) on the hill in front of Pine Tree Building A is a risk to the land stability of Brian Head within 100 yards from our structures which could affect the use and safety of our Pine Tree Condo owners.
- **Snow storage.**
 - **Access:** We question if there is adequate snow storage for this development. The proposed development plans do not clearly identify enough land where snow will be piled and stored. Given the number of units and additional roads proposed, adequate snow storage is a significant problem. The density of the proposed subdivision will require all of the parking areas to be used for parking vehicles, yet there are no areas identified where snow can be piled and stored throughout the winter months. The current plan as proposed appears to be less areas for parking per unit and snow storage for the development than the outdated grandfathered plans from Elevate/Sojourn.
- **Construction impact.**
 - **Access and safety:** We are concerned this development along Pine Tree Way will inhibit access and use of our property during construction. We understand this to be a multiple year project. While we were not present for the soil sampling conducted by Ammil last summer, we understand there was no notification that the road would be blocked and it was blocked for over an hour, making our unit inaccessible. This concerns us regarding the developer's empathy and understanding of how their actions affect the surrounding neighbors safety and use of their property. Pine Tree Way is the only exit and entry to our Pine Tree Condos. As an owner, we are very concerned about this multi-year construction project and how it will drastically impair our access and use of our property based on the current design both in the short and long term.

•

- **Road grades, exits, and placement.**

- **Access:** The current road planned with proposed grade (road A) exits onto our property in the current design. We have concerns that given the grade and angle, cars will easily get stuck sliding down and blocking Pine Tree Way and preventing us from accessing our property. We have seen this issue with our neighbors in the Snow Shoe Development; however, they only block their own use, not another neighbors. Ammil's plan would block our, the owners at Pine Tree, use of our property.

The grade required and the sharp, narrow, 90 degree turn from Ammil's current parking area onto Pine Tree Way will cause the same use issue for Pine Tree owners during the winter months. This will result in vehicles blocking our only access and entry to use our property.

- **Access and safety:** Road C and its placement as a turnaround and the retaining wall will lead to headlights through windows at Building D, impairing privacy and use.

- **Land Stability.**

- **Safety and access:** Brian Head is known to have land stability issues. Recently Elevate's retaining wall failed because of the hidden springs under the property. The Lofts have had long standing structural issues and abandoned the final phase. The hillside construction surrounding Pine Tree Condos and the hidden springs under this land could cause land instability as referenced above which may affect Pine Tree Way along with the structural integrity of our property which would result in the inability to use our property. In addition, the amount of trees that would need to be removed to allow for the roads and possible areas of snow storage would seem to eliminate the majority of the trees, which could further enhance the land stability issues in Brian Head and could negatively impact the structural integrity of Pine Tree Condos.

For the above reasons we believe the Ammil Developers Hidden Springs plans should not be approved as submitted. We appreciate Ammil working to build a community that fits into the Brian Head "look and feel". We are opposed to the current plans, not because of the aesthetics, but because we firmly believe the current plans, as proposed, will create life safety/emergency issues and also have a significant negative impact on the use of our Pine Tree property in the short and long term.

Thank you for your careful and thoughtful consideration in the best interest of Brian Head's continued growth.

Kind regards,

Lynn Unger and Pete Carmody
PLUC LLC
226 N. Pine Tree Way, A3
Brian Head, UT 84719

Hidden Springs

External

Inbox

Scott H < >

Fri, May 17, 4:31 PM
(3 days ago)

to me

Good Afternoon,

I wanted to add my concern regarding the proposed plans for Hidden Springs. The plans will inhibit the use, safety and enjoyment of my property located in the Pine Tree Condo Complex.

Our HOA president, Joe Rudman, has provided more than adequate detail about the impact of the unrealistic plans.

One of my biggest concerns is access both short term and long term. The plans appear to rely on using our property to access parking stalls. This is the area where my kids currently play. So also, a safety concern. This plan will not work in the best of conditions. It will be a disaster with the big snow storms. I don't see where they will plow the piles of snow. Another concern is that the plans encourage trespassing through our property for mountain access. This affects our privacy and the land that we pay to maintain.

These are just a couple of the big issues that I wanted to address.

Thank you,

Scott Hill
226 Pine Tree Way

Strong opposition to newly proposed subdivision on Pine Tree Way from property owner and tax payer.

External

Teitell, Michael A. < >

Sun, May 12, 6:49 PM
(8 days ago)

May 12, 2024

Lester Ross and others in Brian Head Township Office
Building and Planning Official

Hello:

I am emailing in strongest possible opposition to the proposed new subdivision on Pine Tree Way, I believe called "Hidden Springs" from the letter I received, as a Brian Head property owner, Utah Iron County property taxpayer, and potential whistleblower to protect my right to speak my conscience. I know I am just one person fighting "progress", but I what I am saying makes sense and prevents the continued degradation of a wonderful township.

I hope you will consider what I have to say below and also perform an environment impact assessment if one has not already been done before proceeding with any more planning and any work at all on this proposed new subdivision.

I have been a Copper Chase Condominium owner since 2013. The recently built Elevate subdivision complex has degraded the environment surrounding our complex. The builders of Elevate underbuilt parking structures and expanded the number of units they built beyond their original plans, which will negatively impact Copper Chase owners and vacationers. They built no covered

parking and no amenities, so Elevate owners and vacationers will likely try to use Copper Chase protected parking and amenities, which is illegal and trespassing. To enforce Copper Chase rights, like having Elevate owner vehicles towed and trespassers prosecuted will become an expensive headache, but will have to be done to sustain our complex and our rights.

Now this new proposal further degrades the environment around Copper Chase and nearby White Bear complexes. The beautiful scenery that exists now will be ruined forever, parking will become a bigger headache than even with Elevate issues, and there will likely be more trespassers to deal with.

The charm that is Brian Head is rapidly coming to an end. The infrastructure to support a town with more and more units is not there- Apple Annies, Pizzano's Pizza, Georg's Ski Shop, and the ski resort are not sufficient to support an influx of new owners and guests. The slopes will become overcrowded and Brian Head will go the way that Mammoth Lakes California went and become just another overcrowded ski destination with one big caveat. Mammoth has a world class ski mountain, enormous capacity, amazing terrain, and endless summer hiking and biking activities that Brian Head will not have for the foreseeable future.

What is being proposed is not sustainable in the current landscape of Brian Head and it is predictable that overbuilding will lead to township financial ruin. In the short run there may be some advantages to consider for sure, like an elevated property tax base, but what you are selling out is the heart and soul of the community for minimal, transient gain. Unlike Mammoth, Brian Head will not flourish with a sub-capacity ski mountain with modest terrain and very sparse infrastructure. My complaint is also trying to help you see this and help you from making this tragic and avoidable mistake.

We bought in Brian Head in 2013 because that Brian Head reminded us of what Mammoth was in the 1970s-80s, pre-crowds and pre-sell out commercialization.

I implore you to resist the urge to sell out Brian Head for commercial interests that are nowhere near equal to what Mammoth had to offer in a similar circumstance. As a property owner and taxpayer who will be most closely and adversely impacted by what is being proposed, I hope you will reconsider and stop building an unsustainable environment at Brian Head for the sake of all who love this precious community, yourselves included I am sure.

Thank you, and please reply by return email so that I know you have received my request to stop this planned subdivision from happening.

Mike Teitell
Director, UCLA Jonsson Comprehensive Cancer Center
Property owner and tax payer, Copper Chase Condos



STAFF REPORT TO THE TOWN COUNCIL

ITEM: BUILDING DESIGN STANDARDS

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: June 18, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

The Planning Commission will continue their discussion and consider making a recommendation to the Town Council regarding changes to the Land Management Code, Chapter 12 Design Standards.

BACKGROUND:

In early 2023, staff approached Planning Commission and Council to determine if any changes to the building cladding standards were needed in light of disagreements in the community about whether recent developments meet the existing standards (or what those standards even mean). A variety of feedback was given, but consensus was difficult to determine.

The conversation was resumed on May 7, 2024 at the Planning Commission meeting. Input received at that time:

- Building Cladding
 - Limited quantities is defined as 25% or less of any face or plane of the building
 - Look into using a color palette to clarify what colors are allowed
 - Possibly only apply color palette to R3 and commercial (stick with existing language for R-1)
 - Setback exception changes:
 - Allow covered decks into setback, but just 4' not 1/3 of the setback, on front setback only
 - Allow living space under garage in setback exception
- Snow Storage
 - Address the issue of landscaping doubling as snow storage
 - Increase minimum to 25% in R3

ANALYSIS:

Staff has evaluated the exterior building cladding requirements of other resort towns in Utah as they pertain to color. We found the following:

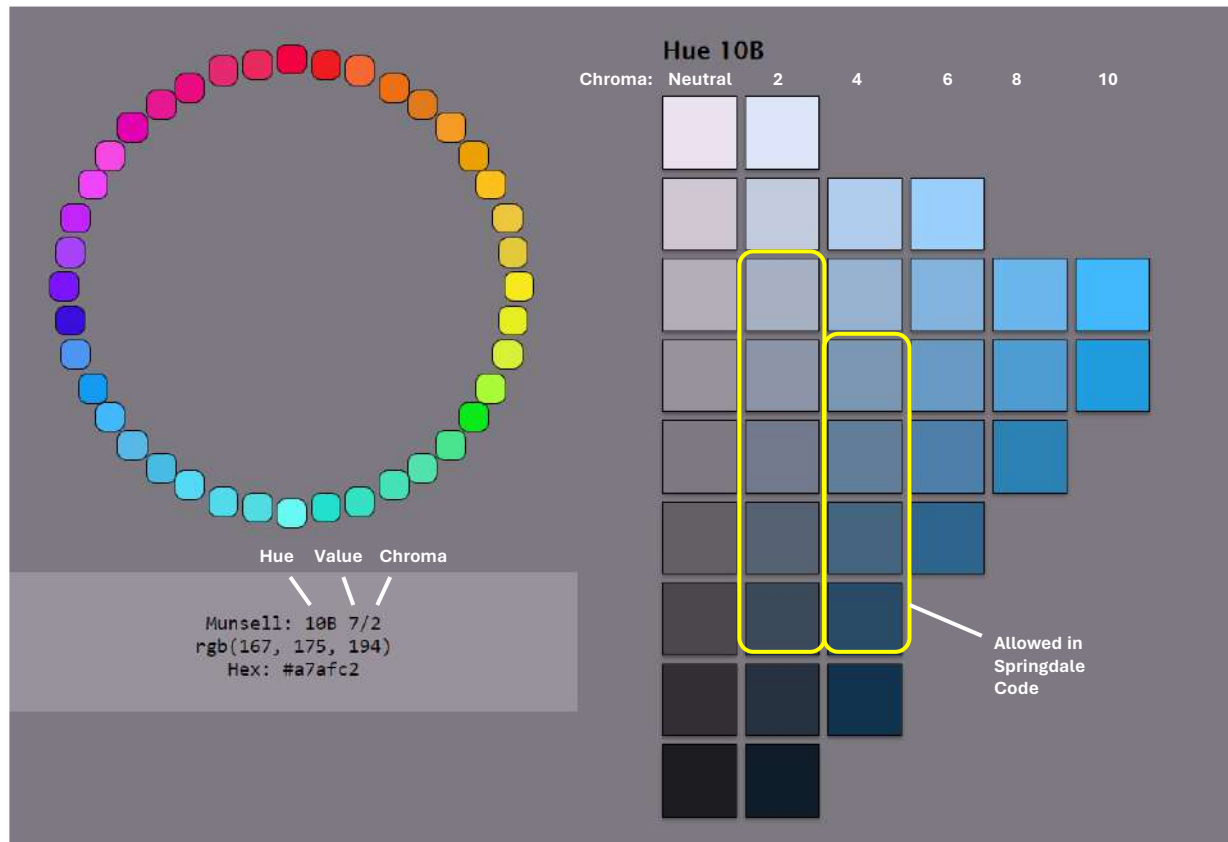
- Park City basically doesn't regulate color except for roofing
- Ivins has subjective language that only applies to R3:
 - "Colors or materials shall not be excessive in their contrast with each other or the natural surroundings. Other subtle "accent" colors are encouraged."
- Springdale restricts to certain color palette based on the Munsell Color Wheel
 - See attachment for Springdale full regulation on building color

Munsell Color Wheel

The Munsell Color Wheel is a standardized color tool that defines a palette of colors using hues. An online version of the color wheel can be found here:

<https://www.andrewwerth.com/color/munsell2.html>

The color wheel can be read as follows:



In the color wheel on the left, there are 10 color designations (R, YR, Y, GY, G, BG, B, PB, P, RP), each with four different hues (designated by the numbers 2.5, 5, 7.5 and 10). That's a total of 40 hues on the wheel. You can click on one of those hues and a palette of colors within that hue are presented on the right. As you click on any of those chips within the hue, the values for that hue are shown below the wheel on the left. The top row ("Munsell") shows three codes: the hue, the value, and the chroma (see the labels on the picture above for which is which).

In the Springdale code, there is a certain set of values allowed within each chroma of any given hue. For example, within any Blue (B) hue, value 3 through 7 are allowed in chromas 1 or two, and 3 through 5 in chroma 4. Those values are called out on the example above.

Rather than show the acceptable values on all 40 hues in this report, staff asks that the Planning Commissioners spend some time exploring the online Munsell color wheel to get a feel for it and for what Springdale has settled on for their regulation.

STAFF RECOMMENDATION:

Staff is working to contact Springdale to discuss what their experience has been administering the color regulations based on the Munsell color wheel. Their feedback will influence staff's recommendation. That said, our experience regulating color based on the subjective language currently in our code has, at times, yielded results dissatisfactory to members of the Planning Commission, Town Council, and the community. We believe that implementing a clear, allowed color palette may lead to more consistent results, but it may also make things confusing and frustrating for residents who wish to have design control over their own cabins. Applying the color palette to R3 and commercial, while leaving the subjective language to apply to cabins may be the best compromise.

PROPOSED MOTION:

Staff proposes that additional feedback on the use of something like the Munsell color wheel is required prior to drafting language for Chapter 12 that the Planning Commission can make an official recommendation on.

ATTACHMENTS:

A – Springdale regulations

10-17-4: EXTERIOR COLOR STANDARDS:

- A. Exterior paint and material colors shall all be within the ranges of values and chromas set forth below, as defined in the "Munsell Book Of Color" (a copy is on file at the Town Hall). The "Munsell Book Of Color" is a system that describes color in terms of three standardized attributes: hue, value (lightness/darkness), and chroma (intensity). Letter identities are given to ten different hues. Numerical values are given to different values and chromas in each hue. The colors are arranged in the book in equal visual steps for each attribute. To comply with color palette standards, a proposed color does not necessarily need to have an exact match in the "Munsell Book Of Color". However, proposed colors must fall within color ranges identified below to be acceptable:
1. Color ranges for all new building or structure construction, reconstruction, or expansion, and alterations or modifications of existing buildings and structures:
 - a. In Munsell hues BG (blue-green), B (blue), PB (purple-blue), P (purple), and RP (red-purple) acceptable color ranges are:
 - (1) Values of 3 through 7 if the proposed chroma is 1 or 2; and
 - (2) Values of 3 through 6 if the proposed chroma is 4.
 - b. In Munsell hues R (red), YR (yellow-red), Y (yellow), GY (green-yellow), and G (green) acceptable color ranges are:
 - (1) Values of 3 through 7 if the proposed chroma is 1 or 2;
 - (2) Values of 3 through 6 if the proposed chroma is 4;
 - (3) Values of 3 through 5 if the proposed chroma is 6; and
 - (4) Values of 3 through 4 if the proposed chroma is 8.
 2. Color ranges for all new signage:
 - a. In all Munsell hues acceptable color ranges for all sign elements and sign areas are:
 - (1) Values of 3 through 8 if the proposed chroma is 1, 2, or 4;
 - (2) Values of 3 through 7 if the proposed chroma is 6; and
 - (3) Values of 3 through 6 if the proposed chroma is 8.
 - b. Acceptable colors for sign copy are:
 - (1) White and black.
 - (2) Any color identified in subsection A.2.a. of this section.
 - (3) Colors with values of 3 through 9 and chromas of 1 or 2 in all Munsell hues.
- B. An applicant may request a color not on the palette for a new structure, building, or sign, or for a remodel or renovation of an existing structure, subject to the Planning Commission first applying the following standards to determine if the proposed color may be allowed:
1. The proposed color is compatible with the existing natural and built surroundings of the site, pursuant to criteria contained in subsections B.1. through B.3. of this section;
 2. The proposed color will not detract from natural vistas as viewed from surrounding properties and the SR-9 highway corridor;

-
3. The proposed color is integral to the design scheme for the building, structure, sign, or site and no color on the palette could reasonably be used in place of the proposed color to achieve a similar design result (conformance to franchise mandated color schemes shall not, by itself, be deemed justification for meeting this standard); and
 4. Specific measures will be taken to mitigate any increased visual impact of the proposed color such as: Use of vegetation to screen the proposed color from prominent views, orienting surfaces with the proposed color out of sight of prominent views, or other measures the commission deems reasonable and appropriate.
- C. The mix of colors on a structure or wall surface to create a mural or other similar artistic display is only allowed:
1. As a sign in conformance with the sign regulations in chapter 24 of this title, or
 2. As a work of art in accordance with the Town's standards for works of art and after review by the art review board.



ITEM: SUBDIVISION CODE UPDATES

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: June 18, 2024
TYPE OF ITEM: Discussion

SUMMARY:

The Planning Commission will discuss some of the proposed changes to the subdivision ordinances proposed by the Hansen Planning Group.

BACKGROUND:

In the 2023 Utah Legislature session SB174 and HB406 requires all municipalities to update their subdivision codes and ordinances to comply with the requirements in state law. Brian Head is required to update their subdivision codes by December 2024. The substantial changes have to do with who can be involved in the subdivision process, what the Town can require and the timeline it needs to be completed. Brian Head has contracted with the Hansen Planning Group to assist us through this process.

On May 29, 2024, the Hansen Planning Group submitted the initial review of Brian Head's current code and ordinances. This review highlights changes that need to be made to the code and makes recommendations.

ANALYSIS:

The Commission will start the review process and discuss some of the changes to the code and ordinances and provide feedback to staff.

STAFF RECOMMENDATION:

There is no recommendation, this is for discussion and staff is looking for feedback.

PROPOSED MOTION:

No motion required discussion only

ATTACHMENTS:

- A. Brian Head Subdivision- initial review transmittal

Brian Head Planning Commission
(c/o Lester Ross lesterross@bhtown.utah.gov)

May 29, 2024

RE: BRIAN HEAD SUBDIVISION - INITIAL REVIEW TRANSMITTAL

Thanks again for partnering with our team on the Brian Head subdivision ordinance update initiative. Our team has completed its first review of your code, and offer this letter as highlights of our findings. You can also review the more detailed files in the folder at this link - tinyurl.com/BHsubdivision

Chapter 1 – General Provisions: Edited for general clarity/correctness edits.

Chapter 2 – Definitions:

- **POLICY DISCUSSION:** Recommended definitions from State statutes have been populated below. If the Town doesn't want to add this kind of volume/maintenance to their code, they could also just rely on the statement contained in 9-1-4(B).
- **POLICY DISCUSSION:** The State doesn't currently define "Concept Plan". The Town's existing definition is written to the scope of building permit/plans where it is now less relevant. Perhaps we redefine the concept plan? See suggestion included in redline file.
- **POLICY DISCUSSION:** Lot types are also not defined in State statutes. Our typical recommendations + illustrations have been included in the redline file. They can be amended if the Town desires something different. *NOTE: Same with Lot Depth and Lot Width definitions.*
- **POLICY DISCUSSION:** Just like the Concept Plan, Preliminary and Final Plats are not defined in State Statutes. Our typical recommendation has been included in the redline file. These can be modified further if desired by the Town.

Chapter 3 – Administrative Decision-Making Bodies:

- **POLICY DISCUSSION:** Recommended language added to 9-3-3 (D) to address guidelines/checklists. Our typical recommendation has been included in the redline file. This can be modified further if desired by the Town.
- **POLICY DISCUSSION:** Recommended language added to 9-3-4 to address designation of land use authorities. Our typical recommendation has been included in the redline file. This can be modified further if desired by the Town. Note: The Town had already started to clarify this element in the code, just not in chart/table format in Chapter 4 along with submittal requirements. Could also be placed at the beginning of Chapter 4 depending on Town's preference.

Chapter 4 – Submittal Requirements: General clarity/correctness edits including improvements to requirements for Surveyor's Certificate and proposed relocation of designation of land use authorities elements to Chapter 3.

Chapter 9 – Subdivisions:

- POLICY DISCUSSION: Recommended language added to 9-9-2 to address subdivision review cycles. Our typical recommendation has been included in the redline file. This can be modified further if desired by the Town.
- POLICY DISCUSSION: Recommended language added to 9-9-3(A) formerly 9-9-2(A) to address exemption of single family, two family and townhomes from pre-application conference. Our typical recommendation has been included in the redline file. This can be modified further if desired by the Town.
- POLICY DISCUSSION: If schematic/concept is supposed to be informal and not binding, does the Town want to keep PC involved at this stage? If PC doesn't need to be involved, I think we can remove this statement and item (c) in its entirety.
- POLICY DISCUSSION: Where is the rest of the schematic plan review process outlined? We're assuming at some point all of the review comments are collected and given to the applicant? We added a suggestion for thoughts/discussion to 9-9-3 (B). Also, # 5, 6,7, if the Town is OK with suggested changes, we could rearrange into #2 as sub items.
- POLICY DISCUSSION: Schematic (Concept): Add the ability for applicants to request 1 extension?
- POLICY DISCUSSION: Does the Town want to keep the requirement for public hearing during preliminary plat, or revise to be a public meeting since the decision is administrative? Maybe it is appropriate to leave public hearing if the Town is desiring that all plats regardless of their type go through this consolidated process, since they would be voluntarily giving up sending certain types of plats to the Council for review/approval?
- POLICY DISCUSSION: Preliminary plat: Deadline for affected entity review comments? Recommend revising to 3 business days prior or more if possible, in order to comply with applicant notice requirements found in §10-9a.
- POLICY DISCUSSION: Section 9-9-3 (C) Minor Plat Amendments. Confused as to what the Town meant by this section. Is the word "amendment" misplaced, and are they intended to be language for "minor subdivisions" (i.e., platting exemptions for 10 lots or less found in §10-9a-605?). Or, is the §10-9a-608 section correct and are they referring to the exemption from public hearing on certain types of subdivision amendments? They are two separate issues, need clarification in order to resolve appropriately.

Chapter 11 – Flexible Approaches:

- POLICY DISCUSSION: Public hearings are not required by the State for conditional uses. Does the Town want to reconsider?
- POLICY DISCUSSION: 9-11-4, Master Planned Development Agreement: This section kind of reads like someone inadvertently added "agreement" to the end of development in this section by accident. See suggested redlines for clarification.

Chapter 12 – Design Standards:

- POLICY DISCUSSION: Generally, there are a lot of “should”s in this chapter. Do any of them need to become “shalls”?
- POLICY DISCUSSION: 9-12-5 Landscaping and Fences. What is the point of saying these are inappropriate materials then if they can be permitted by the Planning Commission? Recommend the Town plainly state prohibited materials.
- POLICY DISCUSSION: Section 9-12-7 (B): §10-9A-534 passed during the 2023 Session restricts building design elements that may be required of single and two-family dwelling units, unless the dwelling is located in a historic district/area, is due to a National Flood Insurance Program requirement, or was enacted to implement Wildland Urban Interface code requirement. It doesn't sound like any of these requirements are necessarily for that - so the Town may want to change this language and re-tool the example photos below.
- POLICY DISCUSSION: Opening statement of 9-12-7 (J) states "A non-habitable accessory structure..." Item 8 interjects there can be up to 3 on a single lot of one acre, more for each additional acre. What does the Town want to allow?
- POLICY DISCUSSION: Are there any other design standards that need updated or added to this section?

Chapter 13 – Enforcement:

- ADVISE REVIEW WITH ATTORNEY: Section 9-13-17(B)(2): 10-9a-604.5 (5)(a) and (b) state the sum of improvement completion assurance may not exceed 110%. However, we have run into some attorney's who have differing interpretations of these requirements. Recommend consulting with the City Attorney and amending if determined to be necessary.

Please let us know when you think we should meet to get your feedback on these questions.

Respectfully,



Mike Hansen, Hansen Planning Group

cc: Kendall Welch, Jones & DeMille Engineering, kendall.w@jonesanddemille.com
 Bret Howser, Brian Head Town, bhowser@bhtown.utah.gov