



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# 844 6277 3209
TUESDAY, May 21, 2024 @ 1:00 PM

AGENDA

- A. **CALL TO ORDER** **1:00PM**
- B. **PLEDGE OF ALLEGIANCE**
- C. **DISCLOSURES**
- D. **APPROVAL OF THE MINUTES: NA.**
- E. **PUBLIC INPUT/ REPORTS (Limited to three (3) minutes) Non-Agenda Items**
- F. **AGENDA ITEMS:**
 - 1. **ADMINISTRATIVE ACTION- PLAT AMENDMENT PURA VIDA VASE CAMP LLC** Lester Ross Building and Planning official. The Planning Commission will review a minor plat amendment for Pura Vida Base Camp LLC at 176 Gurr Well Rd subdivision 39.22 acres into 2 lots.
 - 2. **PUBLIC HEARING - PRELIMINARY PLAT HIDDEN SPRIGNS** Lester Ross Building and Planning official. The Planning Commission will give an introduction and hold a public hearing for the Hidden springs subdivision that is proposed on Pine Tree Way.
 - 3. **PUBLIC HEARING - GENERAL PLAN AND ZONING AMENDMENTS** Bret Howser Town Manager. The Planning Commission will give an introduction and hold a public hearing to amend the general plan and zoning map for the pending annexation areas of Aspen Meadows and Brian Head unit 3. And creating the AT-annex transition zone.
 - 4. **PUBLIC HEARING - LAND MANAGEMENT CODE BUILDING DESIGNS STANDARDS AND SNOW STORAGE** Bret Howser Town Manager. The Planning Commission will give an introduction and hold a public hearing for changes to Title 9 Chapter 12 of the Town code for building designs standards and snow storage requirements.
 - 5. **ADMINISTRATIVE DIRECTION - PRELIMINARY PLAT HIDDEN SPRINGS** Lester Ross Building and Planning official. The Planning Commission will discuss the preliminary plat for the hidden springs subdivision that is proposed on Pine Tree Way.
 - 6. **LEGISLATIVE RECOMMENDATION-GENERAL PLAN AND ZONING FOR ASPEN MEADOWS AND BRIAN HEAD UNIT 3.** Bret Howser Town Manager. The Commission will consider amendments and make a recommendation to the Town Council to update the general plan and zoning maps setting initial zoning for the pending annexation areas of Aspen Meadows and Brian head Unit 3 and creating-Annex transition zone.
 - 7. **LEGISLATIVE RECOMMENDATION-ANNEXATION FOR ASPEN MEADOWS AND BRIAN HEAD UNIT 3.** Bret Howser Town Manager. The Commission will make a recommendation to the Town Council regarding the pending annexation areas of Aspen Meadows and Brian head Unit 3.
 - 8. **LEGISLATIVE RECOMMENDATION-LAND MANAGEMENT CODE BUILDING DESIGNS 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.

9. **LEGISLATIVE RECOMMENDATION-LAND MANAGEMENT CODE SNOW STORAGE.** Lester Ross Building and Planning official. The Planning Commission will discuss and make recommendations to the Town Council for changes to Title 9 Chapter 12 of the Town Code amending Snow Storage Requirements.

G. ADJOURNMENT

Date: May 17, 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



BRIAN HEAD

STAFF REPORT TO THE PLANNING COMMISSION

ITEM:

**PLAT AMENDMENT PURA VIDA BASE CAMP LLC 176 GURR
WELL ROAD**

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: May 21, 2024
TYPE OF ITEM: Administrative Action

SUMMARY:

The Planning Commission will review a minor plat amendment for Pura Vida Base Camp LLC located at 176 Gurr Well Road. Subdividing the 39.22 acres into 2 lots 33 acres and 6.22 acres.

BACKGROUND:

On April 22nd Brian Head Town received an application from Pura Vida Base Camp for a minor plat amendment to subdivide their lot at 176 Gurr Well Rd Parcel Number A-1115-0003-0000 into two lots.

On May 3rd a public notice was sent out to property owners within 300 feet of Pura Vida Base Camp Property notifying them of the public meeting on May 21, 2024.

ANALYSIS:

- The proposed subdivision and use conforms to the town general plan, zoning regulations, public works standards, design standards Title 9 Chapter 12 and other relevant sections in Title 9.
 - Both lots have more than the required frontage on a public road and no new improvements will be needed at this time. Any improvements needed will be addressed at the time of building permit for water or sewer as needed.
- The proposed method for fire protection complies with this title, and other regulations as applicable.
 - The additional lot will not increase the fire hazard above that already exists and new construction fire protection will need to be addressed at that time.
- The layout/design is responsive to the constraints of topography, soil types, geologic hazards, watercourses and floodplains, visual impacts and preservations of views.
 - The layout does not change any of the above.
- 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.
 - The changes are minimal, and any improvements can be addressed at time of building permit or future subdivisions.
- Provide evidence to show that there is no encumbrance, lien or conveyance restriction the intended use of the lot.
 - There are no restrictions for the intended use of the lot.
- Provide evidence from the County Treasurer that all ad valorem taxes applicable to the property have been paid.
 - Provide a letter from the County Treasurer confirming that taxes have been paid.

- Provide signature block on the plat signed by representatives of public utilities which identify their approval.
 - This is a minor amendment is not required.

STAFF RECOMMENDATION:

Staff recommend approving the amended plat for Pura Vida Base Camp LLC Subdividing the 39.22 acres into 2 lots with 33 acres and 6.22 acres.

PROPOSED MOTION:

The Commission can deny, table, or approve the Plat amendment.

Recommended motion

I move to approve the amended plat Subdividing 39.22 acres into two lots Lot 1 having 33 Acres and Lot 2 having 6.22 acres as prosed on the Final Plat.

ATTACHMENTS:

- A. Final Plat packet
- B. Public Notice

MINOR PLAT AMENDMENT OR SUBDIVISION BY METES & BOUNDS PROCESS

Description: A modification to an existing plat or a division of a parcel of land into a limited number of smaller parcels where:

- The total number of lots in the subdivision are not increased or decreased by more than 10 lots.
- No more than 10 new parcels are created.
- No additional public infrastructure or utilities are required.
- No changes are being proposed to property boundaries of lots or parcels owned by someone other than the applicant(s) (including common area)
- No lot is created that is smaller than the smallest lot within the existing subdivision.

Required Approvals: ☐ Amended Plat Approval or Metes & Bounds Subdivision Approval

Review Process: ☐ Completed Application Submitted
☐ Fees Submitted
☐ Notice Mailed (Plat Amendments only)
☐ Planning & Zoning Dept Review
☐ Planning Commission Review & Approval
☐ Sign Plat and Submit to County Recorder

Standards for Review:

1. The proposed parcels conform to the previously approved general plan and this title.
2. No additional public utilities or infrastructure are required to provide adequate public service to the newly divided lots.
3. The utility and/or vehicular access to remaining undeveloped property will not be impaired.
4. The proposed parcels will have access to existing necessary utilities.
5. That remnant parcels which did not previously exist are not created which, due to size, configuration, or location, do not meet current zoning requirements and/or are not able to be developed; and
6. The proposed subdivision meets the criteria for exemption from the plat requirement set forth by the Utah Code Annotated section 10-9a-605, as amended.



BRIAN HEAD

BRIAN HEAD TOWN

P.O. Box 190068, Brian Head, UT 84719

Phone (435) 677-2029 Fax (435) 677-3661

MINOR PLAT AMENDMENT OR SUBDIVISION BY METES & BOUNDS APPLICATION

The purpose and intent of the minor subdivision procedure is to allow owners of property to divide or combine their property with minimum time & expense.

Property Owner: PURA VIDA BASE CAMP LLC Telephone: _____

Property Location: 176 GURR WELL ROAD

Property Owner Mailing Address: 9905 GLEN ROCK DRIVE LAS VEGAS, NV 89134

Property Owner Email Address: hernan_capdevila@me.com

Subdivision: _____

Lot & Block: _____

Current Zone: LOW DENSITY RESIDENTIAL

Proposed Land Use LOW DENSITY RESIDENTIAL

Engineer / Surveyor: Rosenberg Associates Phone: (435) 673-8586

Required Submittals:

- ☒ Fee: \$500 per application
- ☒ Title Report
- ☒ Amended Plat (for Plat Amendment)
- ☒ Record of Survey & Legal Description (for Metes & Bounds)
- ☒ Existng Conditions Map
- ☐ Development Report
- ☐ Referral Packet (for Plat Amendment)
- ☐ Covenants, Conditions & Restrictions

Signature of Property Owner

4/16/2024

Date

By signing this application, you affirm that you are the owner of record of the subject property of this application and that you are responsible for ensuring the use of the property is consistent with the requirements of Title 9 of the Brian Head Town Code.



DESCRIPTIONS OF SUBMITTAL REQUIREMENTS

MINOR PLAT AMENDMENT

Application Form: Complete the form provided by Brian Head Town

Land Use Fee: \$500 per application

Title Report: A title report must be prepared by a title company or other entity bonded to ensure the accuracy of the title information. One submittal of a title report with the initial application and the title report must be dated no more than thirty (30) days prior to its submission to the town.

Existing Conditions Map: The applicant will provide a map which displays the applicant's name, property address, phone number as well as the preparer's company name, address, and phone number and a north arrow scale in addition to the following information –

- Site boundaries with dimensions
- Protection area boundaries (wetlands, spring/well protection, flood plains, etc.)
- Existing topography, with slopes over 10%, 25% and 40% identified.
- Existing vegetation, trees or groupings of trees
- Existing roads and rights-of-way, including names, grades, and travel lane widths.
- Existing utilities by type, including location and dimension of easement.
- Existing emergency access, fire lanes and fire hydrants
- Footprint of existing structures with uses indicated.
- Existing drainage system (natural or improved)

Final Amended Subdivision Plat: The applicant will provide a schematic plat map which displays the applicant's name, property address, phone number as well as the preparer's company name, address, and phone number and a north arrow scale in addition to the following information –

- Site boundaries with dimensions
- Protection area boundaries (wetlands, spring/well protection, flood plains, etc.)
- Proposed topography, with slopes over 10%, 25% and 40% identified.
- Proposed roads and rights-of-way, including names, grades, and travel lane widths.
- Proposed utilities by type, including location and dimension of easement.
- Proposed cut/fill
- Proposed draining system including location and dimensions of easements.
- Proposed emergency access, fire lanes, and hydrants.
- Typical cross-sections of roads, curbs, gutters and sidewalks
- Layout of lots with lot sizes, setbacks, buildable areas, and lot numbers shown with phases identified.
- Final construction plans and elevations with general dimensions
- Designation of snow storage areas
- Final plat data to include:
 - Calculation and traverse sheets giving bearings, distances, and coordinates of the boundary of the subdivision and blocks and lots as shown on the final plat.

- Design data, assumptions, and computation in accordance with sound engineering practice, along with a plan, section and profile sheets for all public improvements
- Details of exterior masonry or concrete walls, to demonstrate compliance with design standards, including elevations, and material samples showing textures and color.
- The words “Street”, “Avenue”, “Road”, “Drive”, “Court”, or other designation of any street shall be spelled out in full on the plat and shall be subject to approval by the land use authority.
- Waterway or floodplain setbacks

Record of Survey & Legal Description: The applicant will provide a detailed map prepared by a licensed surveyor or licensed civil engineer that documents and identifies the proposed physical land boundaries or property lines for the specified parcel(s) of land, the acreages of all resultant parcels, along with legal descriptions of each.

Referral Packet: The applicant will provide each of the following –

- A map identifying the owners (including condominium owners) of abutting properties located partly or entirely within three hundred feet (300') of any boundary of the property subject to the application.
 - Iron County GIS is a useful resource for creating this map.
(go to Ironcounty.net/Departments/it/gis and click on “Parcel Locator”)
- Mailing labels addressed to each of the property owners identified.
 - Mailing labels will be prepared using current mailing addresses available at the County Recorder's office.
 - By clicking on parcels on the Parcel Locator, you can get the parcel ID numbers to provide to the County Recorder (note: it will also show a name and address of the owner on the Parcel Locator, but sometimes the information there is not up to date, so be sure to supply the parcel ID#s to the County Recorder to get the correct mailing label information)
 - Recorder’s Office Contact: (435) 477-8350 or ironcounty.net

Development Agreement: A document signed by the applicant prior to approval of final plat or building permit that memorializes the obligations, commitments, and representations made by the proponent in review meetings, as well any conditions of approval. All minutes of public review sessions shall be incorporated into the development agreement by reference.

Covenants, Conditions & Restrictions: Covenants, conditions and restrictions (CC&Rs) shall be required for all subdivisions where common elements are shared by two (2) or more owners of the subdivision. CC&Rs shall include by reference the landscaping requirements outlined in this title and the minimum design guidelines and standards as adopted by the Town Council by ordinance in addition to other conditions or restrictions as determined by the Subdivider.

REFERENCE PLATS:

- RECORD OF SURVEY BY BULLOCH BROTHERS ENG. ON DEC. 9, 1999. PLAT NO. 1152
- RECORD OF SURVEY BY BULLOCH BROTHERS ENG. ON MARCH 20, 2001. PLAT NO. 1303
- RECORD OF SURVEY BY PLATT AND PLATT, INC. ON OCT. 2001. PLAT NO. 1371
- RECORD OF SURVEY BY WATSON ENG. ON SEPT. 15, 2017. PLAT NO. 3004
- RECORD OF SURVEY BY IRON ROCK ENG. ON SEPT.14, 2022. PLAT NO. 3779

SURVEY DESCRIPTION:

PARCEL 2

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE SOUTH 89°11'24" EAST 643.95 FEET ALONG THE CENTER SECTION LINE;
THENCE SOUTH 00°00'14" WEST 1,353.75 FEET TO THE 1/16TH SECTION LINE;
THENCE NORTH 89°10'24" WEST 643.96 FEET ALONG SAID 1/16TH SECTION LINE TO THE EAST LINE SAID SECTION 34;
THENCE NORTH 00°00'15" EAST 1,353.56 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 871,606 SQUARE FEET OR 20.01 ACRES.

GOLIATH PROPERTIES LLC
PARCEL No. C-1120-0000-0000

MR CROFTS ASSOCIATES LLC
PARCEL No. C-1120-0003-0000

PARCEL 2
871,606 SQ FT
20.01 ACRES

NARRATIVE:

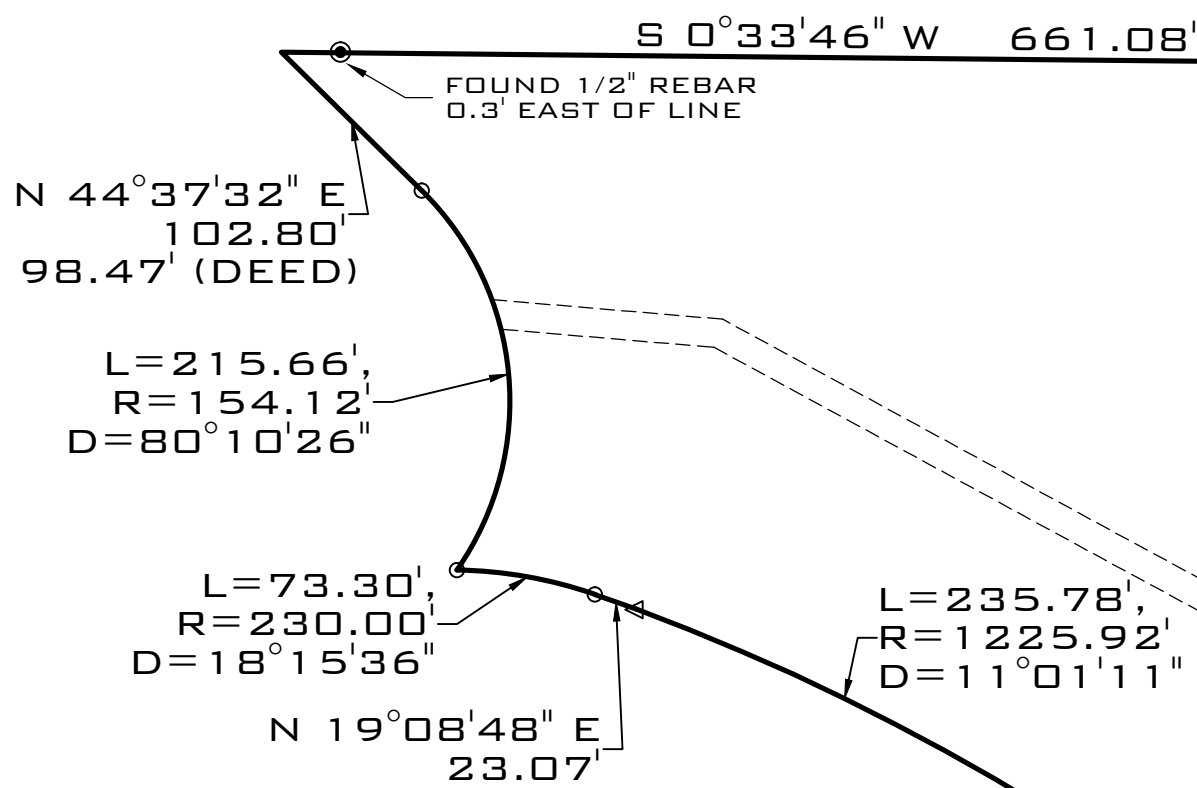
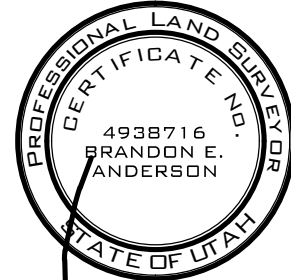
THIS SURVEY WAS CONDUCTED AT THE REQUEST OF THE CLIENT TO LOCATE AND MARK ON THE GROUND THE CORNERS OF THE SUBJECT PARCEL. THE CORNERS FOUND ARE DESCRIBED HERE ON. NO NEW CORNERS WERE SET WITH THIS PLAT.

SURVEYOR'S CERTIFICATE:

I, BRANDON E. ANDERSON, PROFESSIONAL LAND SURVEYOR NUMBER 4938716, HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 AND HEREBY CERTIFY ALL MEASUREMENTS AND DESCRIPTIONS ARE CORRECT. MONUMENTS WILL BE SET AS REPRESENTED ON THIS PLAT.

DATE: 11-13-23

BRANDON E. ANDERSON
CERTIFICATE NO. 4938716



LEGEND:

- FOUND AS NOTED
- NOTHING SET OR FOUND
- △ FOUND U.D.O.T. RIGHT-OF-WAY MONUMENT
- ◆ FOUND SECTION MONUMENTATION AS SHOWN AND DESCRIBED

SURVEY DESCRIPTION:

PARCEL 1

BEGINNING AT A POINT ON THE SECTION LINE, SAID POINT BEING NORTH 00°00'15" EAST 1,145.49 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 9 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING;

THENCE SOUTH 42°21'38" WEST 165.03 FEET;
THENCE NORTH 41°23'05" WEST 66.57 FEET;
THENCE NORTHWESTERLY 406.23 FEET ALONG AN ARC OF A 100.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 15°00'30" WEST, LONG CHORD BEARS NORTH 41°23'05" WEST 179.18 FEET WITH A CENTRAL ANGLE OF 232°45'10");
THENCE NORTH 41°23'05" WEST 119.06 FEET;
THENCE NORTH 67°31'08" WEST 130.55 FEET TO A POINT ON THE SOUTHERLY LINE OF HUTCHISON ROAD;
THENCE ALONG SAID SOUTHERLY LINE HUTCHISON ROAD THE FOLLOWING (8) COURSES:
THENCE NORTH 22°26'19" EAST 29.98 FEET;
THENCE NORTH 67°33'41" WEST 70.06 FEET;
THENCE SOUTH 02°08'00" EAST 203.29 FEET;
THENCE SOUTH 39°34'15" WEST 148.03 FEET;
THENCE SOUTH 42°14'35" WEST 162.94 FEET;
THENCE SOUTH 65°34'39" WEST 76.20 FEET;
THENCE SOUTH 83°28'45" WEST 154.59 FEET;
THENCE SOUTH 20°04'38" EAST 138.36 FEET;
THENCE NORTH 50°20'57" WEST 112.79 FEET TO A POINT ON THE EASTERLY LINE OF STATE HIGHWAY 143;
THENCE NORTHERLY 89.60 FEET ALONG AN ARC OF A 280.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 84°27'13" WEST, LONG CHORD BEARS NORTH 14°42'49" WEST 89.22 FEET WITH A CENTRAL ANGLE OF 18°20'05");
THENCE ALONG SAID EASTERLY LINE STATE HIGHWAY 143;
THENCE NORTH 25°50'49" EAST 565.82 FEET;
THENCE NORTH 81°43'20" WEST 214.52 FEET;
THENCE NORTH 08°50'07" EAST 94.95 FEET;
THENCE NORTH 10°45'36" EAST 117.67 FEET;
THENCE SOUTH 84°35'50" WEST 262.97 FEET;
THENCE SOUTH 23°52'47" WEST 129.78 FEET;
THENCE SOUTH 84°33'47" WEST 21.46 FEET TO THE EASTERLY LINE OF SAID STATE HIGHWAY 143;
THENCE NORTHERLY ALONG SAID EASTERLY LINE OF STATE HIGHWAY 143 THE FOLLOWING (19) COURSES:
THENCE NORTHERLY 191.26 FEET ALONG AN ARC OF A 652.96 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 88°46'17" WEST, LONG CHORD BEARS NORTH 07°09'46" WEST 190.58 FEET WITH A CENTRAL ANGLE OF 16°46'57");
THENCE NORTH 15°33'15" WEST 86.72 FEET;
THENCE NORTHEASTERLY 28.76 FEET ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 22°38'41" WEST, LONG CHORD BEARS NORTH 51°38'20" EAST 151.69 FEET WITH A CENTRAL ANGLE OF 82°23'29");
THENCE NORTH 67°21'19" EAST 6.27 FEET;
THENCE NORTHEASTERLY 153.61 FEET ALONG AN ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 74°26'45" EAST, LONG CHORD BEARS NORTH 51°38'20" EAST 151.69 FEET WITH A CENTRAL ANGLE OF 82°23'29");
THENCE NORTH 36°32'04" EAST 150.75 FEET;
THENCE NORTHEASTERLY 182.73 FEET ALONG AN ARC OF A 652.96 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 53°27'56" WEST, LONG CHORD BEARS NORTH 28°31'03" EAST 182.13 FEET WITH A CENTRAL ANGLE OF 16°02'03");

SURVEY DESCRIPTION:

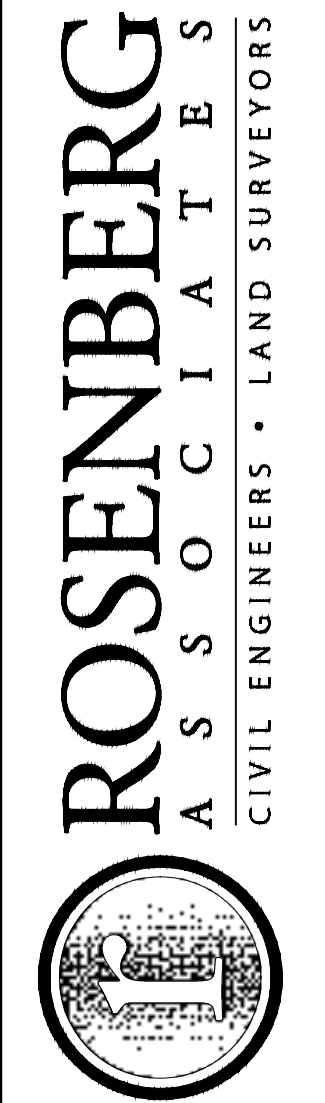
PARCEL 1 (CONTINUED)

THENCE NORTH 21°38'59" EAST 11.14 FEET;
THENCE NORTHEASTERLY 19.31 FEET ALONG AN ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 68°21'01" EAST, LONG CHORD BEARS NORTH 49°18'33" EAST 18.57 FEET WITH A CENTRAL ANGLE OF 55°19'09");
THENCE NORTH 77°46'54" EAST 2.38 FEET;
THENCE NORTHEASTERLY 97.27 FEET ALONG AN ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 12°13'06" WEST, LONG CHORD BEARS NORTH 65°39'58" EAST 96.55 FEET WITH A CENTRAL ANGLE OF 24°13'52");
THENCE NORTH 51°10'34" EAST 112.37 FEET;
THENCE NORTHEASTERLY 222.27 FEET ALONG AN ARC OF A 652.96 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 38°49'26" WEST, LONG CHORD BEARS NORTH 41°25'27" EAST 221.20 FEET WITH A CENTRAL ANGLE OF 1°01'11");
THENCE NORTHEASTERLY 235.78 FEET ALONG AN ARC OF A 1,225.92 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 58°26'28" WEST, LONG CHORD BEARS NORTH 26°02'57" EAST 235.42 FEET WITH A CENTRAL ANGLE OF 1°01'11");
THENCE NORTH 19°08'48" EAST 23.07 FEET;
THENCE NORTHERLY 73.30 FEET ALONG AN ARC OF A 230.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 70°51'12" WEST, LONG CHORD BEARS NORTH 10°01'00" EAST 72.99 FEET WITH A CENTRAL ANGLE OF 18°15'36");
THENCE EASTERLY 215.66 FEET ALONG AN ARC OF A 154.12 FEET RADIUS NON-TANGENT CURVE TO THE LEFT (CENTER BEARS NORTH 34°47'58" EAST, LONG CHORD BEARS NORTH 84°42'45" EAST 198.49 FEET WITH A CENTRAL ANGLE OF 80°10'26");
THENCE NORTH 44°37'32" EAST 102.80 FEET TO THE SECTION LINE;
THENCE SOUTH 00°33'46" WEST 661.08 FEET ALONG SAID SECTION LINE TO THE EAST ONE QUARTER CORNER SAID SECTION 34;
THENCE SOUTH 00°00'15" WEST 1,561.64 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 1,708,272 SQUARE FEET OR 39.22 ACRES.

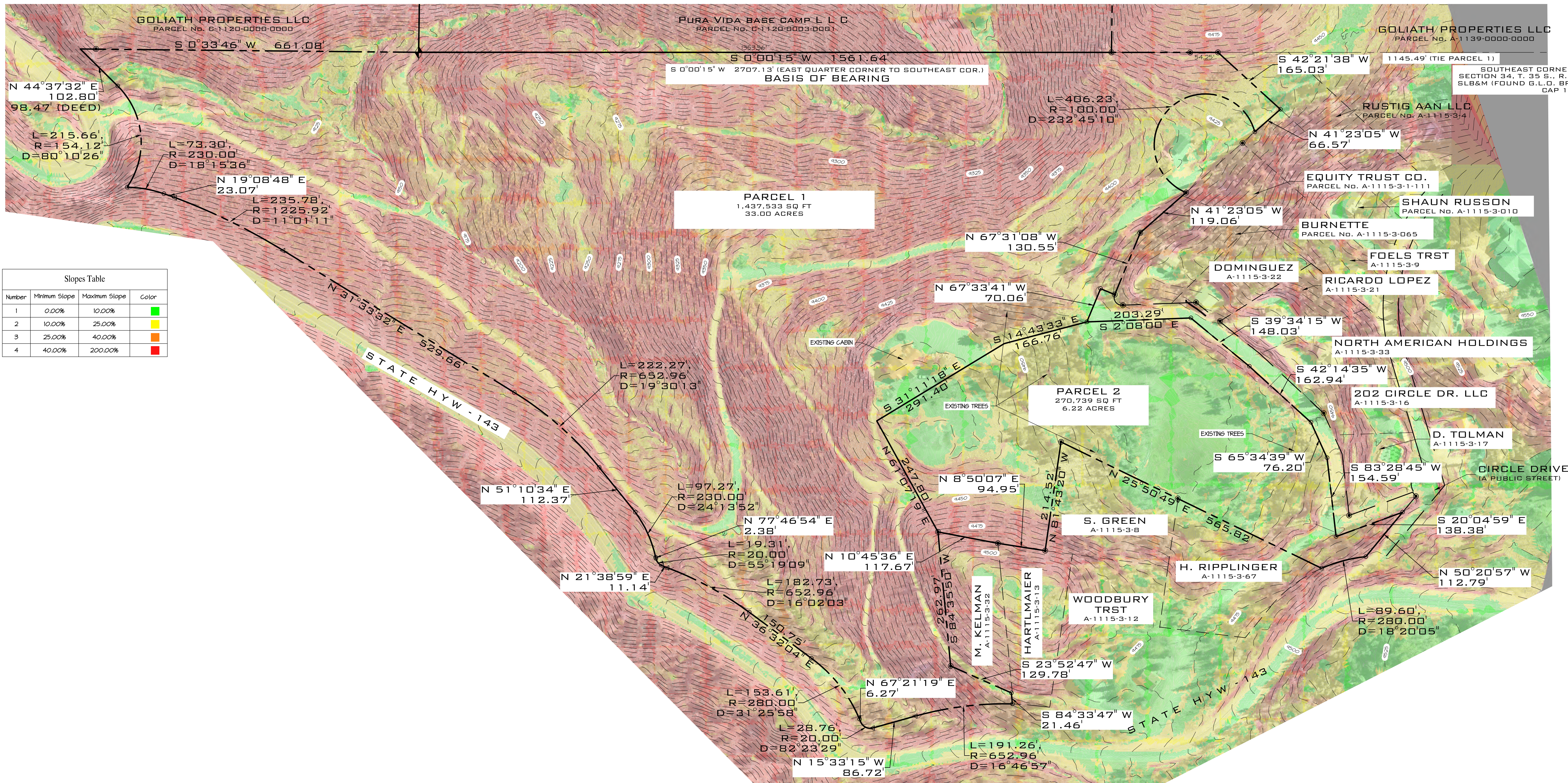
LOCATED IN THE N.E. & S.E. 1/4 OF SECTION 34 AND THE S.W. 1/4 SECTION 35, T.35S., R.9W., S.L.B.&M.

DATE:	11/13/23
JOB NO.:	13903-23
DRAWN BY:	C.G.A.
CHECKED BY:	B.E.A.
SCALE:	1"=100'
DWG:	SURVEY-RDS
DATE	
REVISIONS	

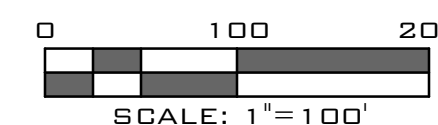
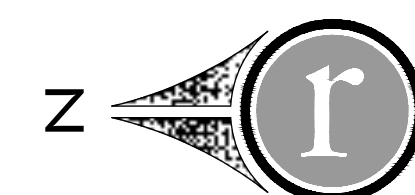


RECORD OF SURVEY
FOR
PURA VIDA BASE CAMP LLC

SHEET
1
OF 1 SHEETS

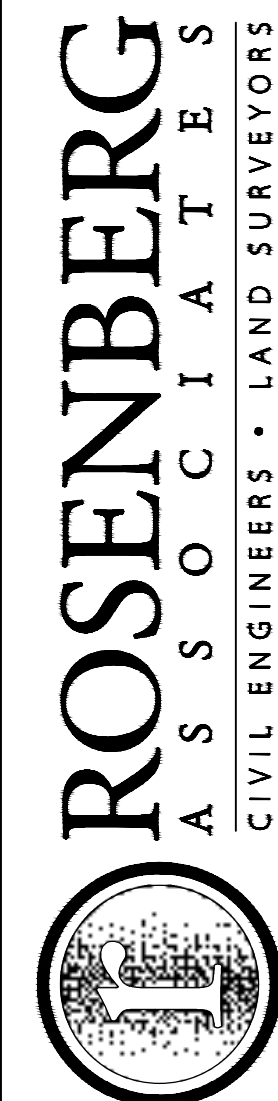


Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	0.00%	10.00%	Green
2	10.00%	25.00%	Yellow
3	25.00%	40.00%	Orange
4	40.00%	200.00%	Red



LOCATED IN THE N.E. & S.E. 1/4 OF SECTION
34 AND THE S.W. 1/4 SECTION 35,
T.35S., R.9W., S.L.B.&M.

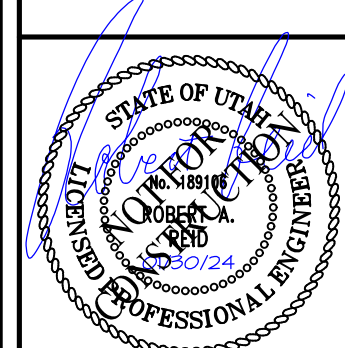
DATE:	04-15-2024
JOB NO.:	#3903-23
DESIGNED BY:	JDW
CHECKED BY:	RAR
DWG. PLAT ADJUSTMENT	
DATE:	
REVISIONS	



352 East Riverside Drive, Suite A-2
St. George, Utah 84790
Ph (435) 673-8886, Fx (435) 673-8397
www.racivil.com

EXISTING CONDITIONS MAP
FOR
BRIAN HEAD PURA VIDA BASE CAMP

176 GURR WELL RD BRAIN HEAD, UTAH



SHEET

EX 1

1 OF 2 SHEETS



May 3, 2024

Dear Property Owner:

An application has been received by Brian Head Town requesting a plat amendment to 176 Gurr Well Road subdividing the lot into 2 parcels. 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 plat amendment 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 plat amendment 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 Meeting 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.

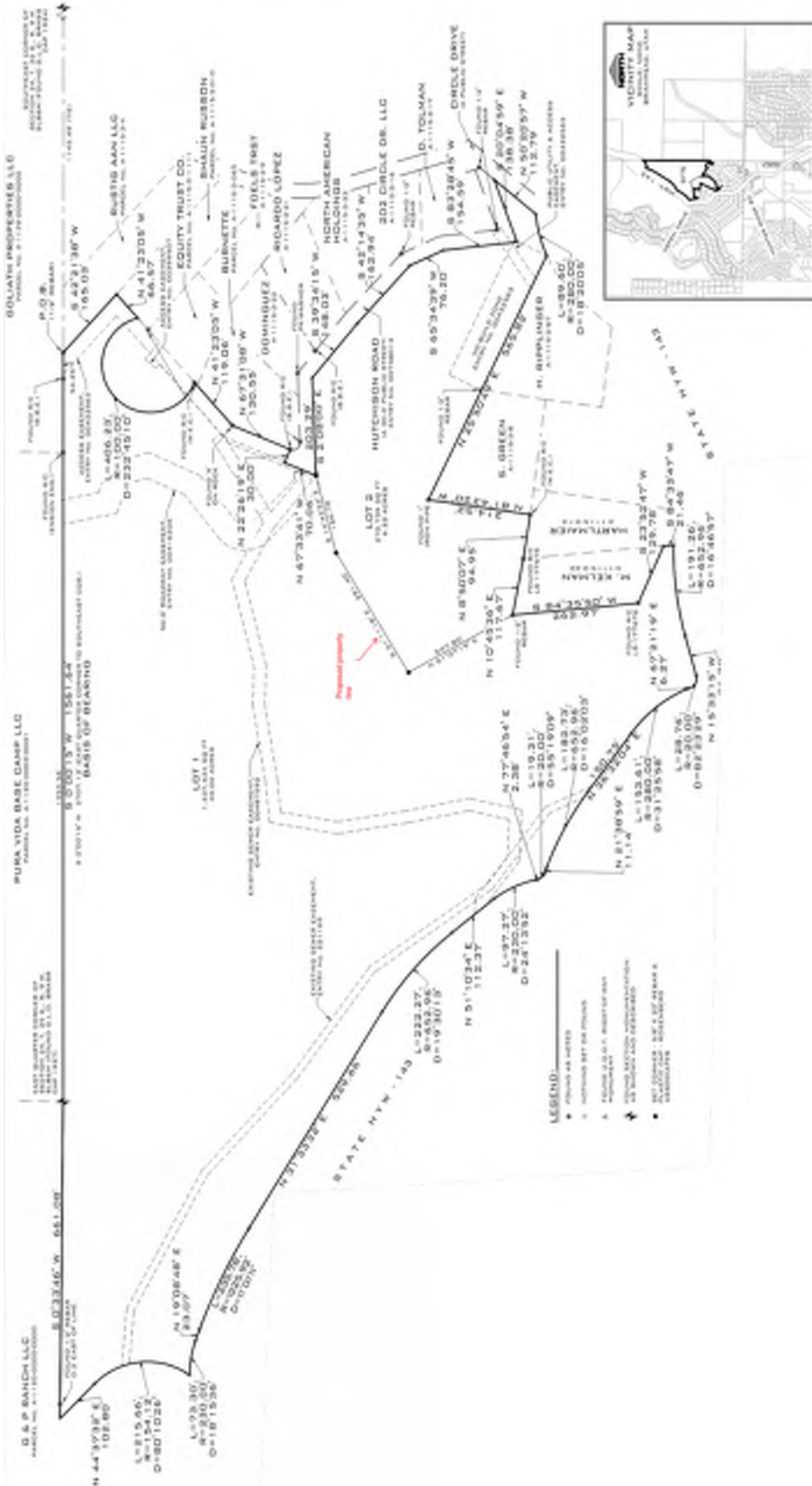
Respectfully,

Brian Head Town

Lester Ross
Building and Planning Official



Enclosure





ITEM: HIDDEN SPRINGS PRELIMINARY PLAT REVIEW

AUTHOR: Lester Ross
DEPARTMENT: Administration
DATE: May 21, 2024
TYPE OF ITEM: Administrative Direction

SUMMARY:

The Planning Commission will give an introduction and hold a public hearing for the Preliminary Plat proposed by Ammil Development for the Hidden Springs for a new multi family townhome subdivision on Pine Tree way and discuss the subdivision.

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

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. Desing 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 the slope on the northeast side of Pine tree way Ammil Development is working with the town on the setbacks for units 41 though 45. It has been proposed to vacate 16 feet of the Pine tree road easement making it 50 foot 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 fare 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. Under ground 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 prosed infrastructure has reviewed and approved by public works and the town engineer. It will not be reared 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.

PROPOSED MOTION:

No motion is necessary. The Planning Commission should review and note any issues with the preliminary plat. And direct staff for any additional information that the commission will need to make a decision.

ATTACHMENTS:

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

B&G PROJECT NUMBER 231008

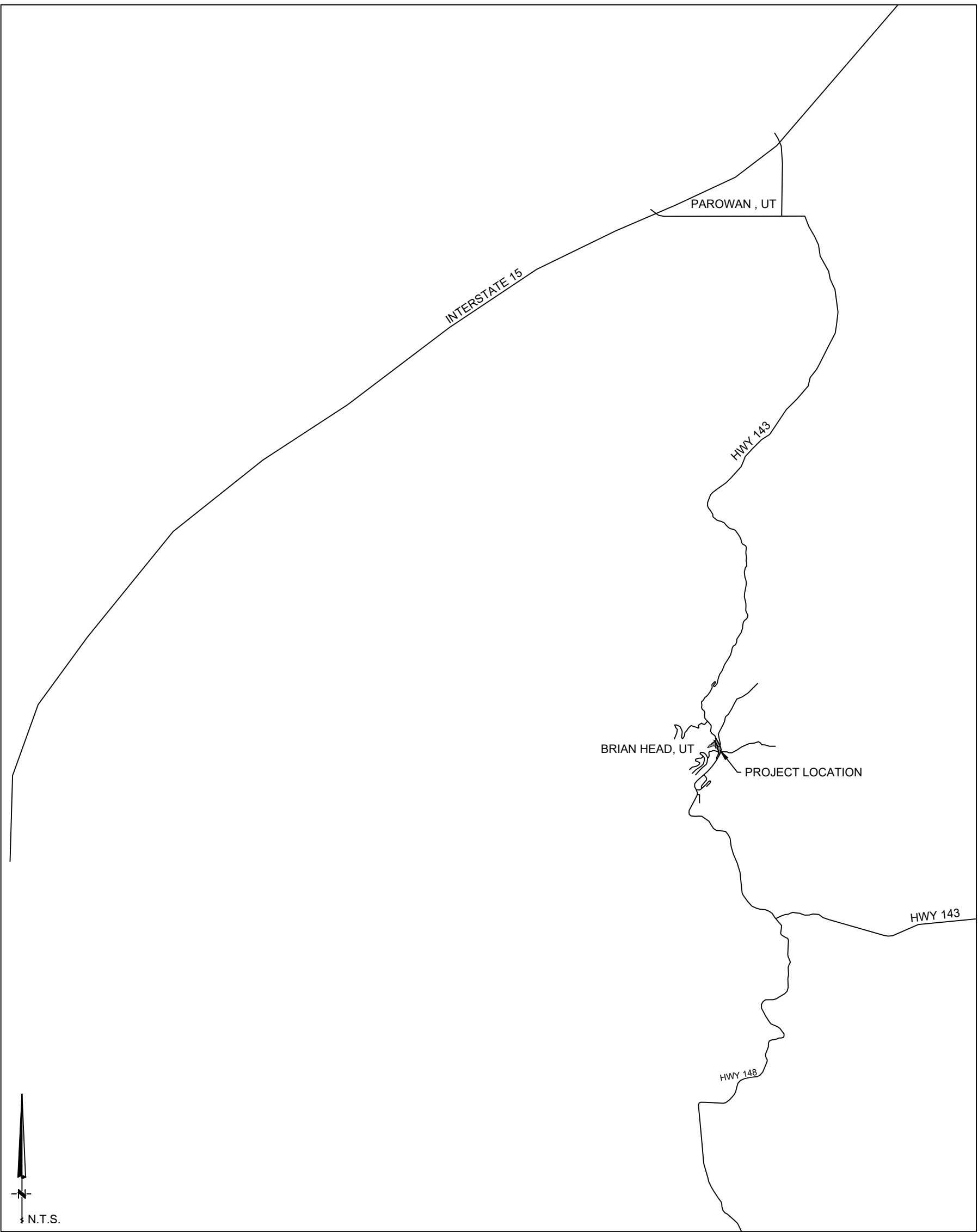
HIDDEN SPRINGS

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:

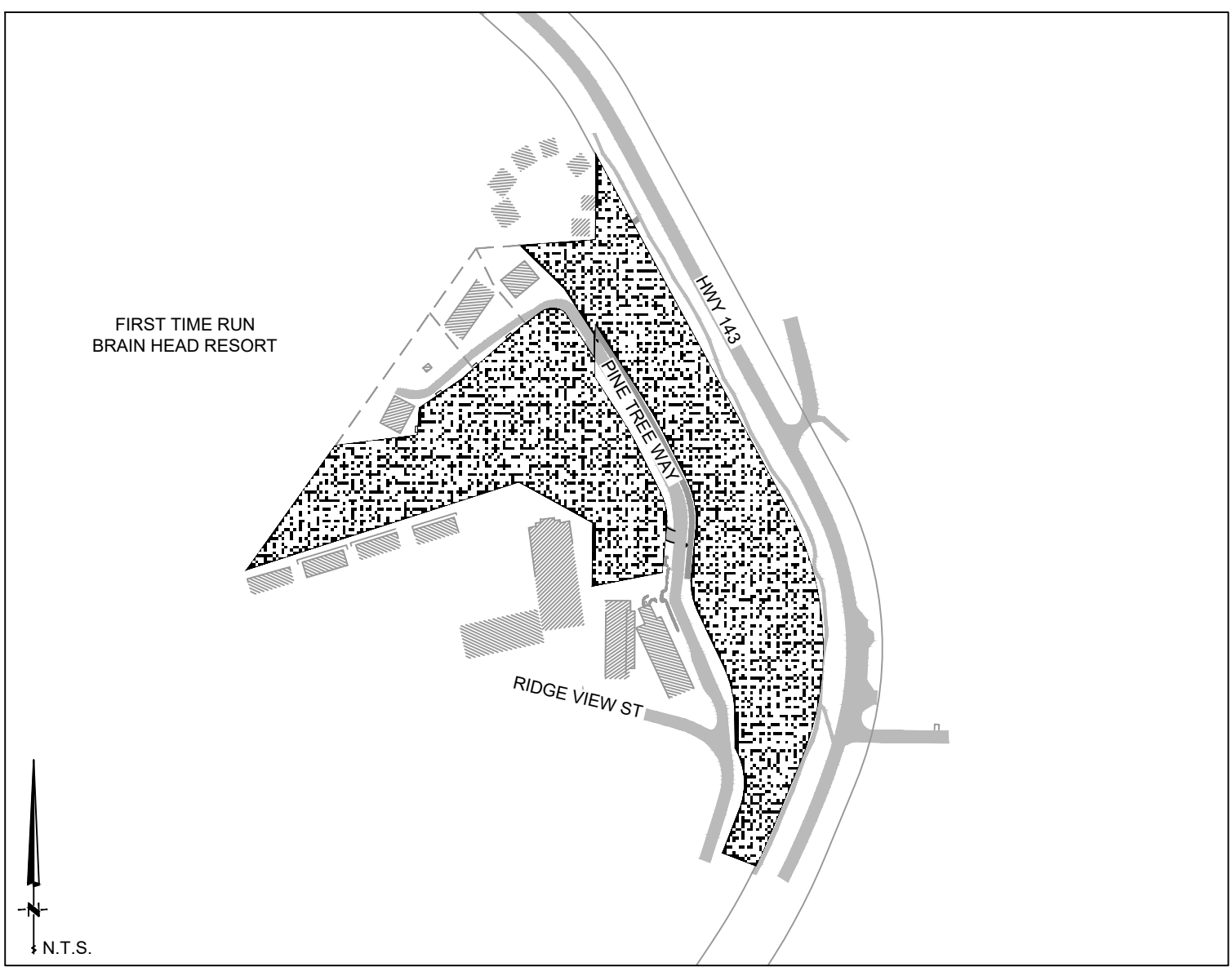
EARTH MOVING ACTIVITIES:

- 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

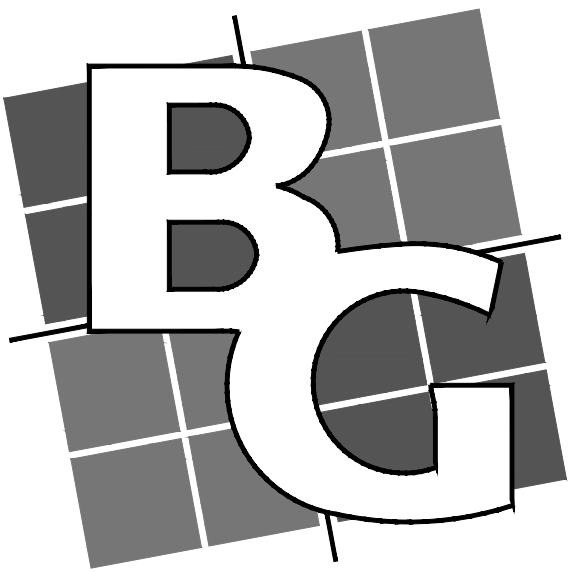


OWNER / DEVELOPER

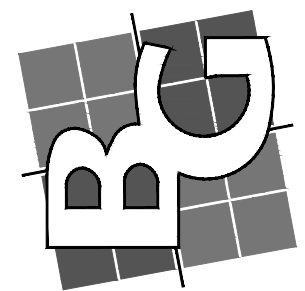
AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

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



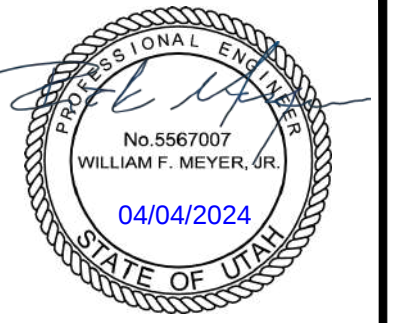
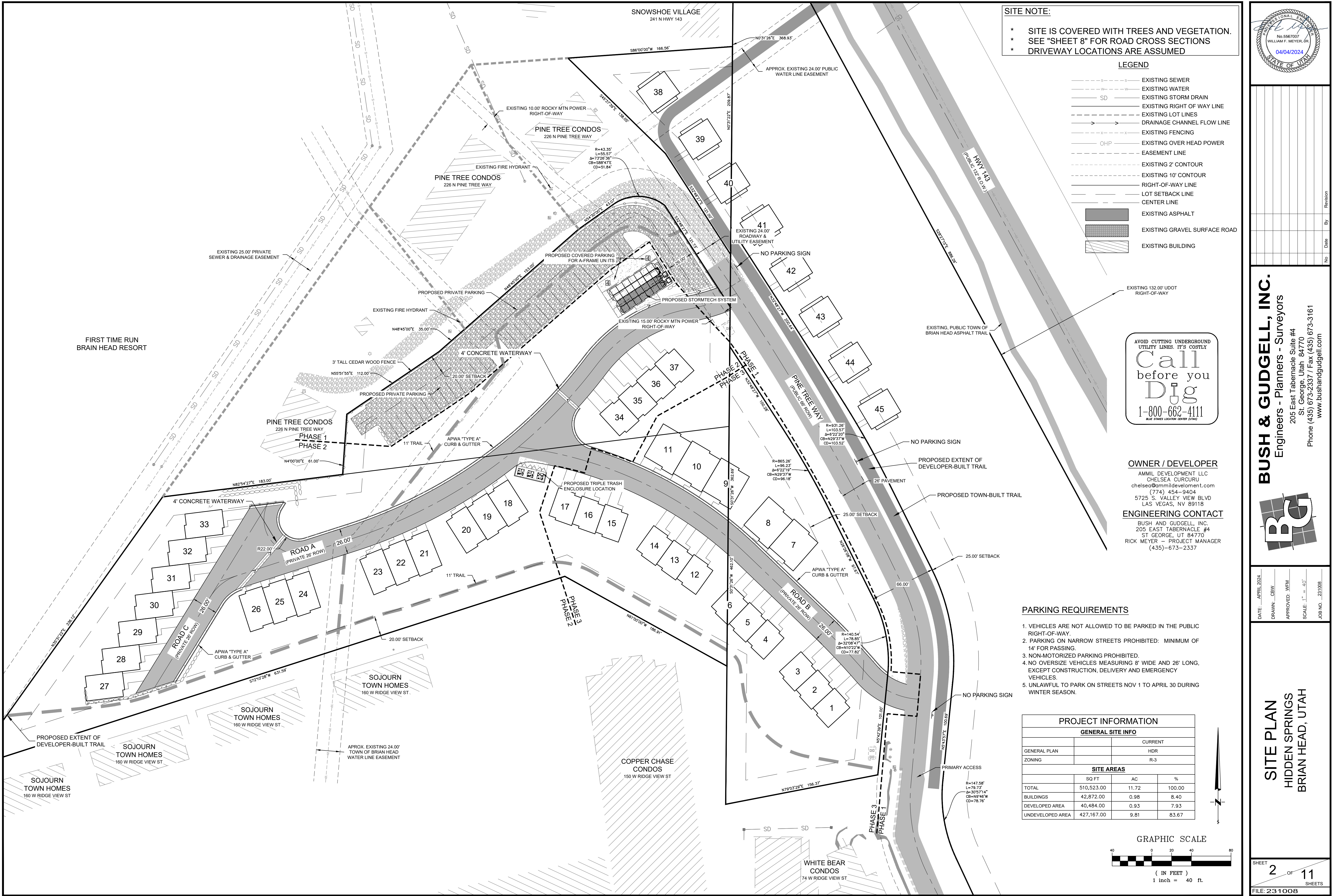
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



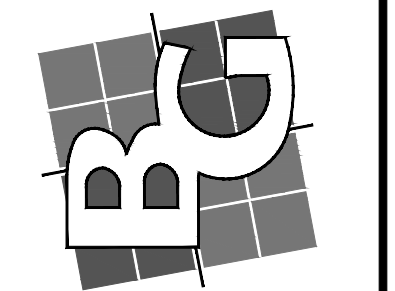
DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NOTED
JOB NO. 231008

COVER SHEET
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 1 OF 11
SHEETS
FILE: 231008

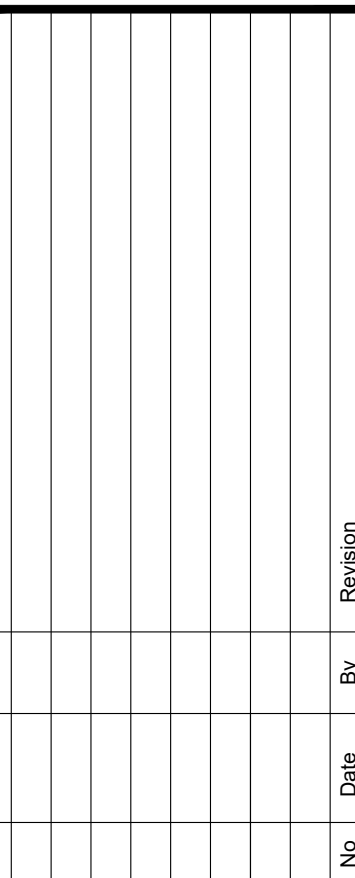


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www.bushandgudgell.com



DATE: APRIL 2024
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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

SHEET 3 OF 11 SHEETS
FILE: 231008

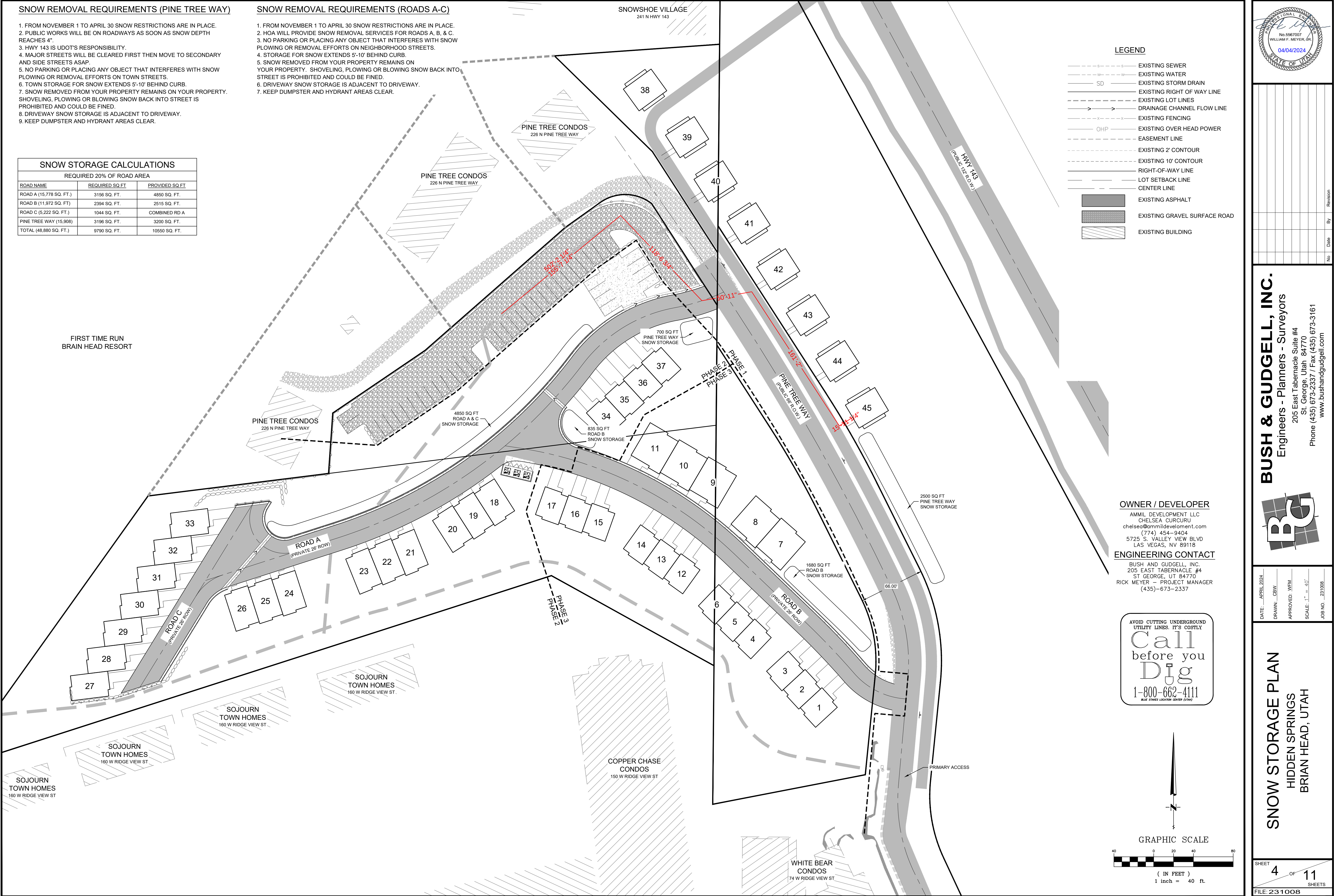
SNOW REMOVAL REQUIREMENTS (PINE TREE WAY)

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.

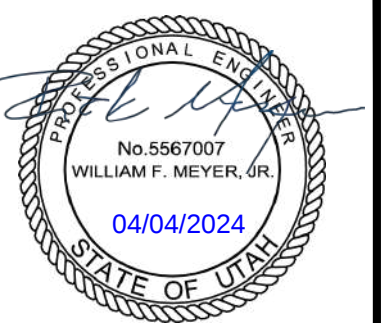
SNOW STORAGE CALCULATIONS		
REQUIRED 20% OF ROAD AREA		
ROAD NAME	REQUIRED SQ. FT.	PROVIDED SQ. FT.
ROAD A (15,778 SQ. FT.)	3156 SQ. FT.	4850 SQ. FT.
ROAD B (11,972 SQ. FT.)	2394 SQ. FT.	2515 SQ. FT.
ROAD C (5,222 SQ. FT.)	1044 SQ. FT.	COMBINED RD A
PINE TREE WAY (15,908)	3196 SQ. FT.	3200 SQ. FT.
TOTAL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

SNOW REMOVAL REQUIREMENTS (ROADS A-C)

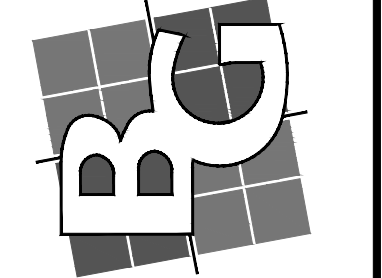
1. FROM NOVEMBER 1 TO APRIL 30 SNOW RESTRICTIONS ARE IN PLACE.
2. HOA WILL PROVIDE SNOW REMOVAL SERVICES FOR ROADS A, B, & C.
3. NO PARKING OR PLACING ANY OBJECT THAT INTERFERES WITH SNOW PLOWING OR REMOVAL EFFORTS ON NEIGHBORHOOD STREETS.
4. STORAGE FOR SNOW EXTENDS 5'-10' BEHIND CURB.
5. SNOW REMOVED 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.
7. KEEP DUMPSTER AND HYDRANT AREAS CLEAR.



FIRST TIME RUN
BRAIN HEAD RESORT



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SNOW STORAGE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

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

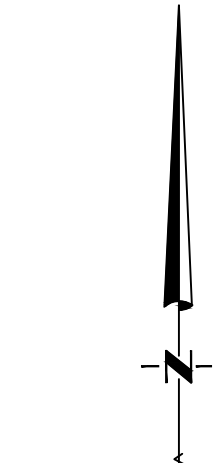
OWNER / DEVELOPER

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

ENGINEERING CONTACT

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ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY
Call before you Dig
1-800-662-4111
BLUE STAVES LOCATION CENTER (RTM)



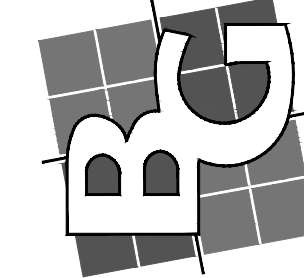
GRAPHIC SCALE



(IN FEET)
1 inch = 40 ft.

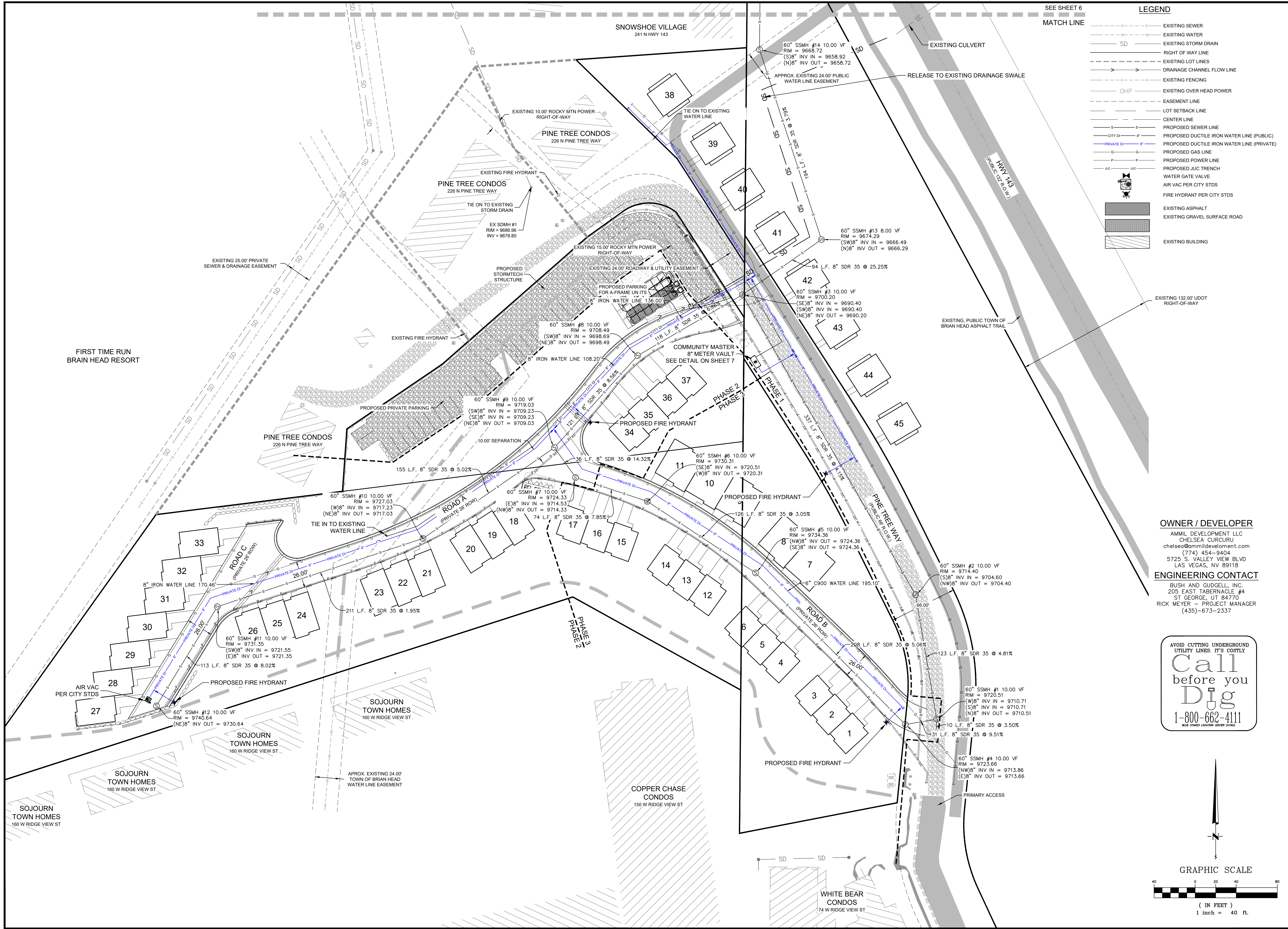


BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



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

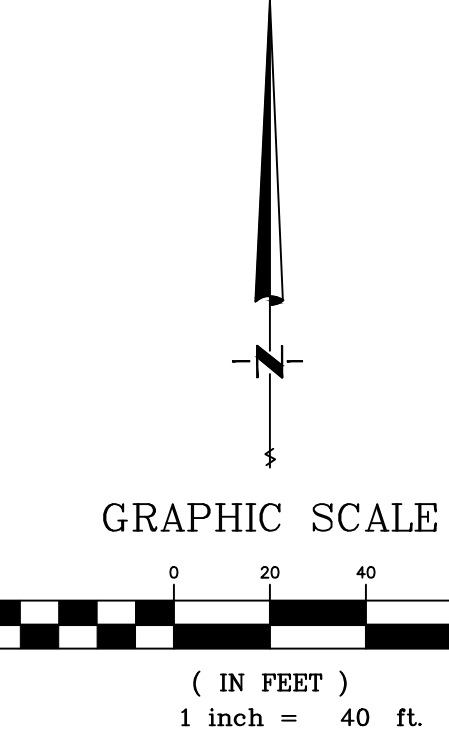
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CHELSEA CURCURI
chelseac@ammildevelopment.com
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LAS VEGAS, NV 89118

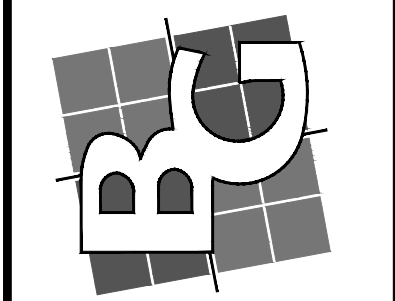
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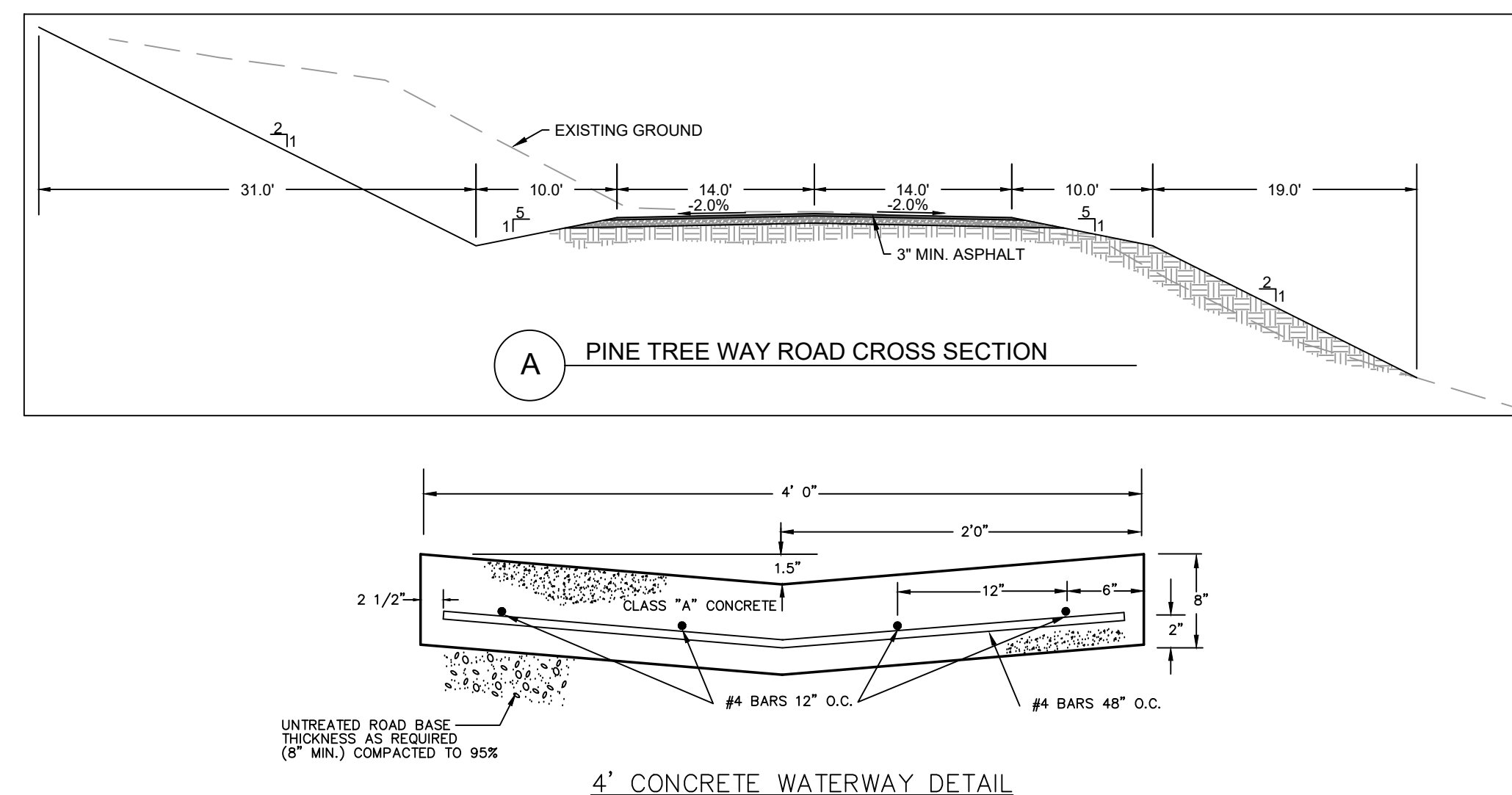
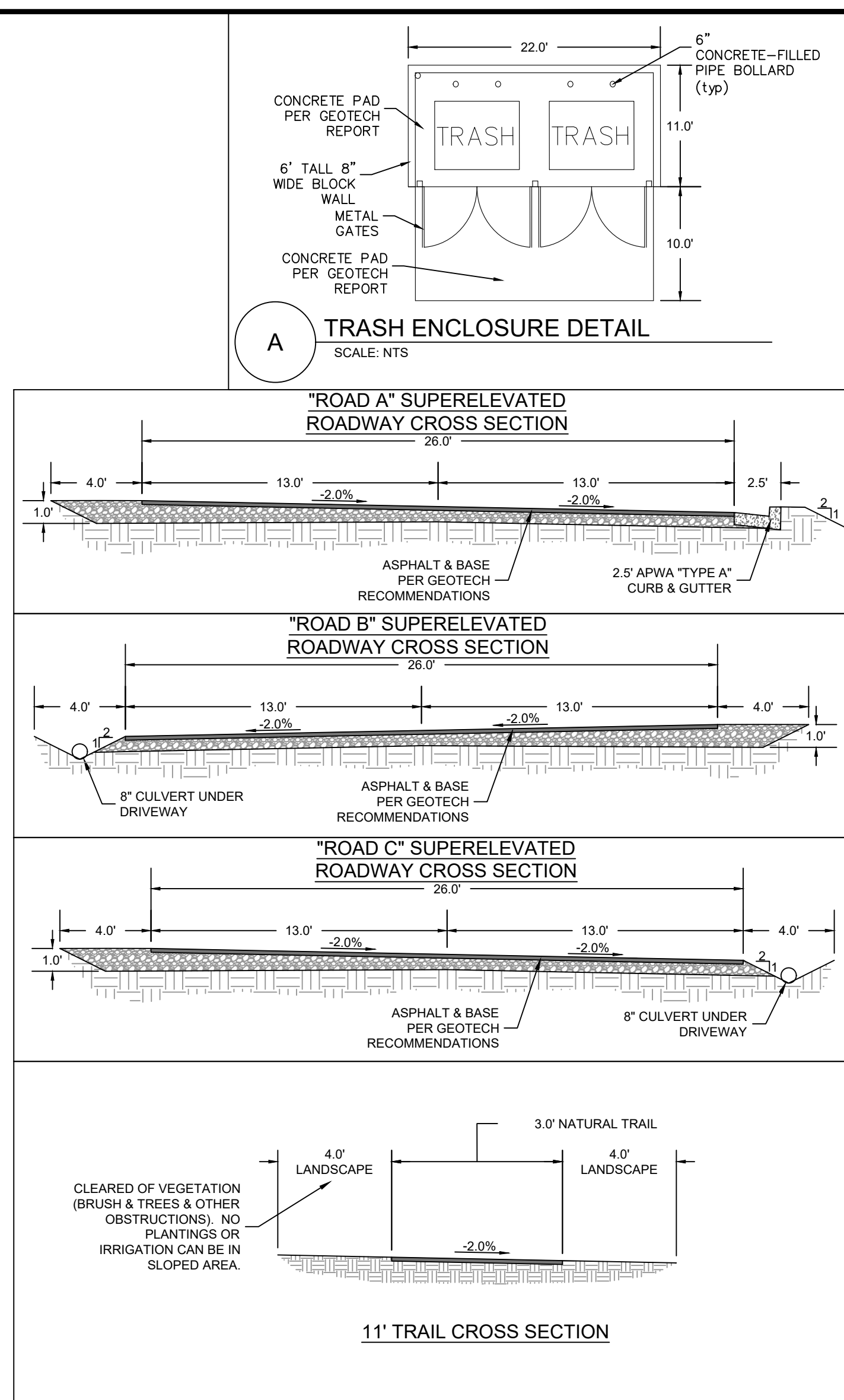
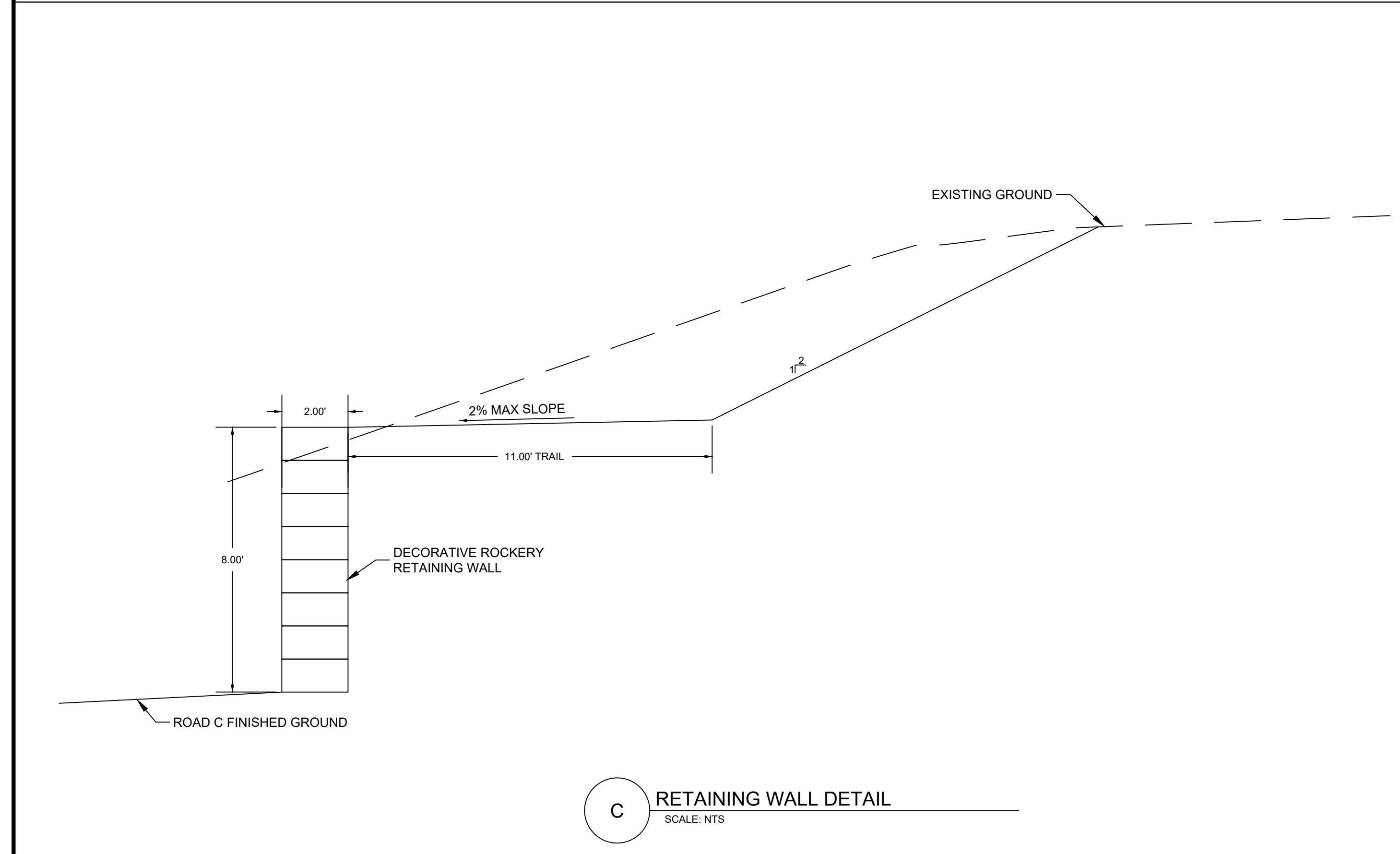
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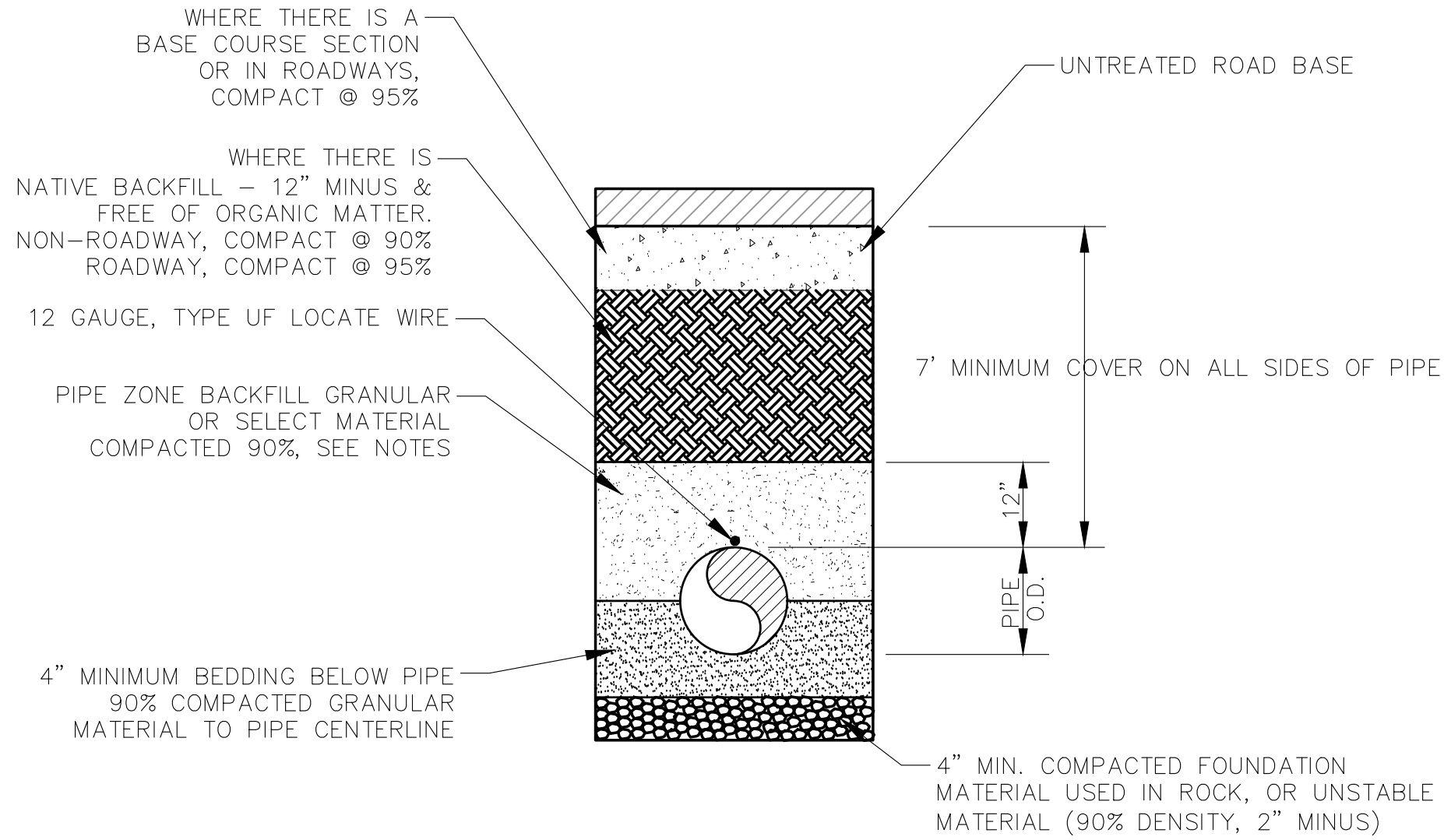


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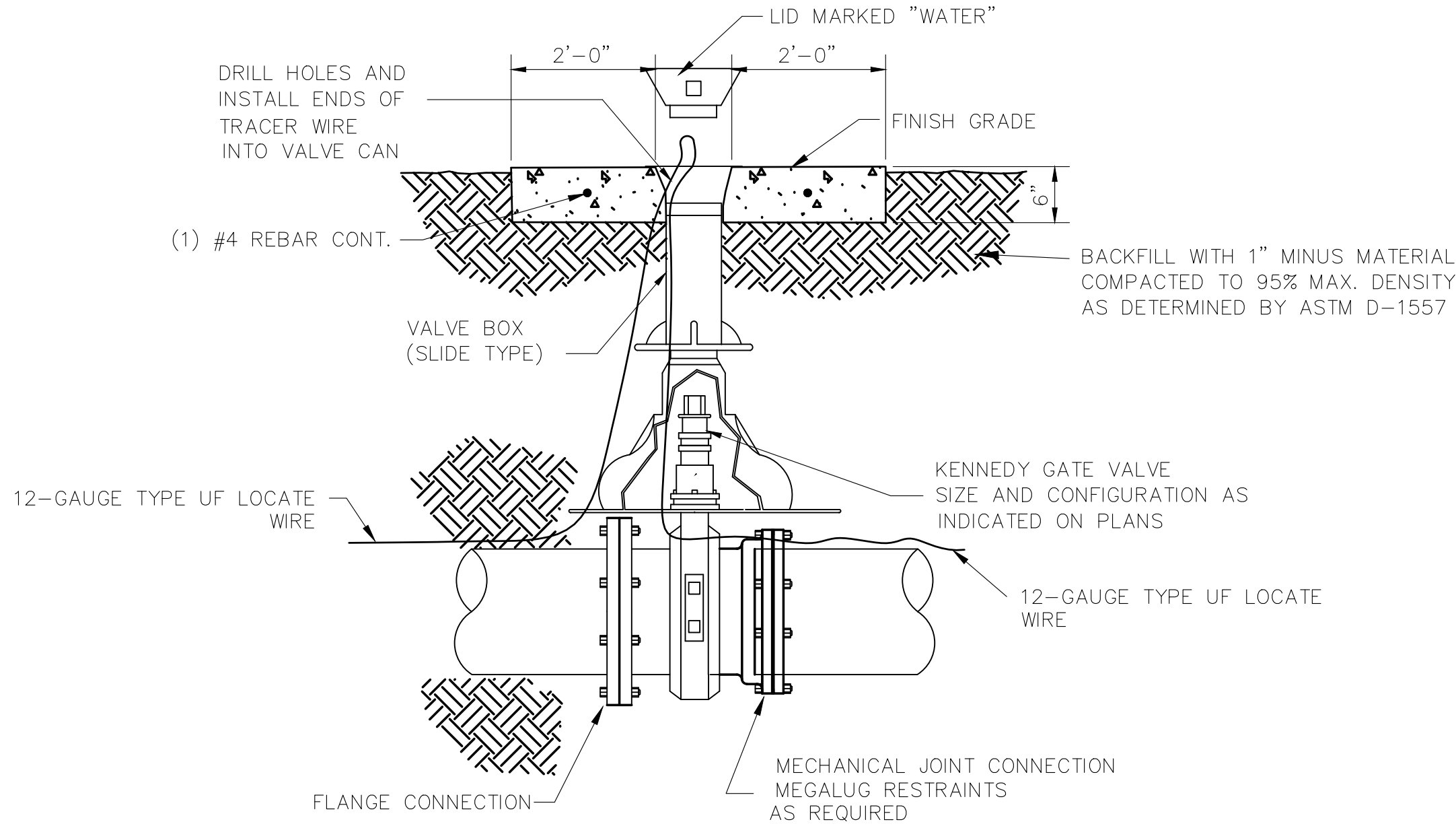
UTILITY PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

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

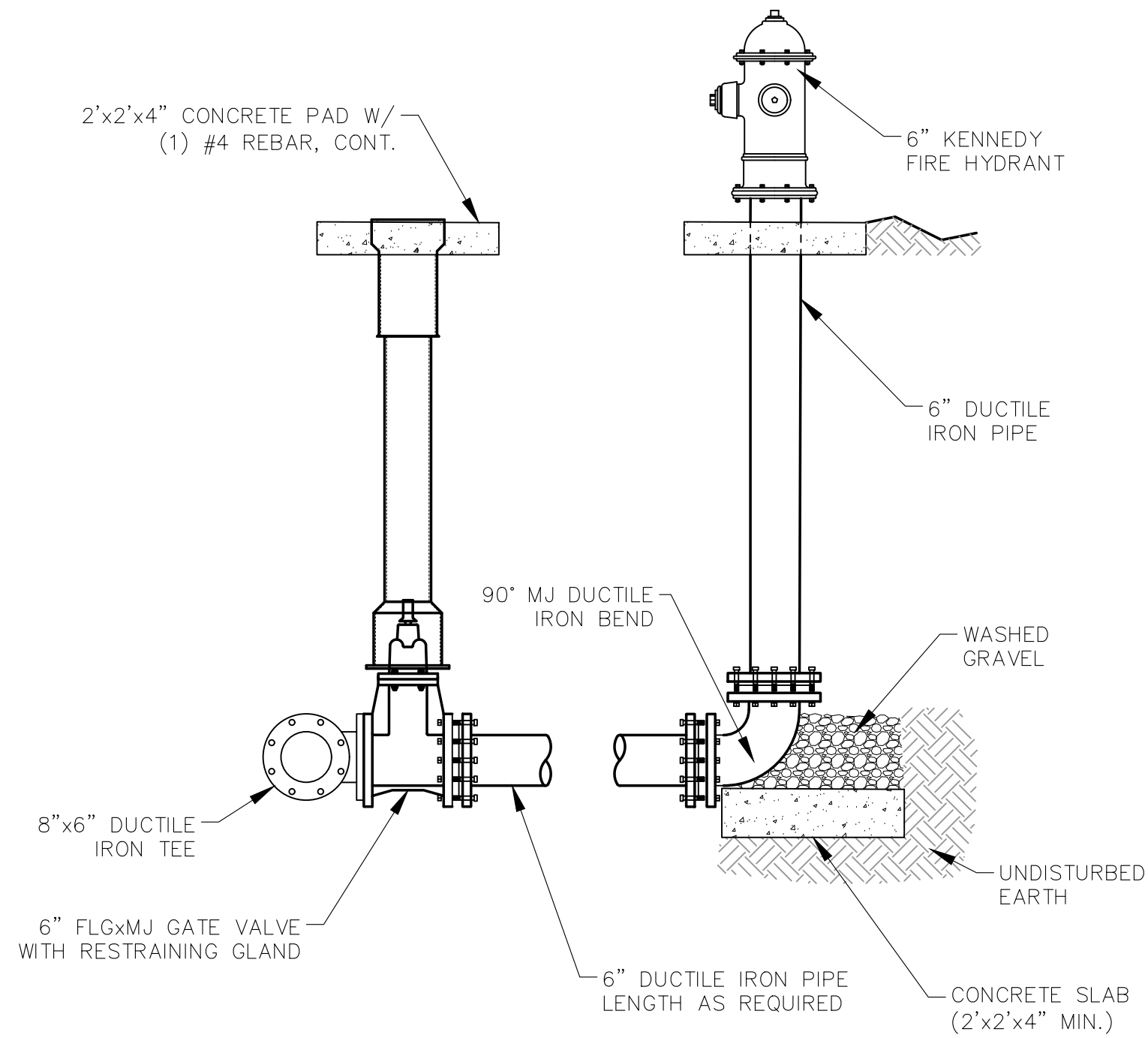




TYPICAL TRENCH DETAIL



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

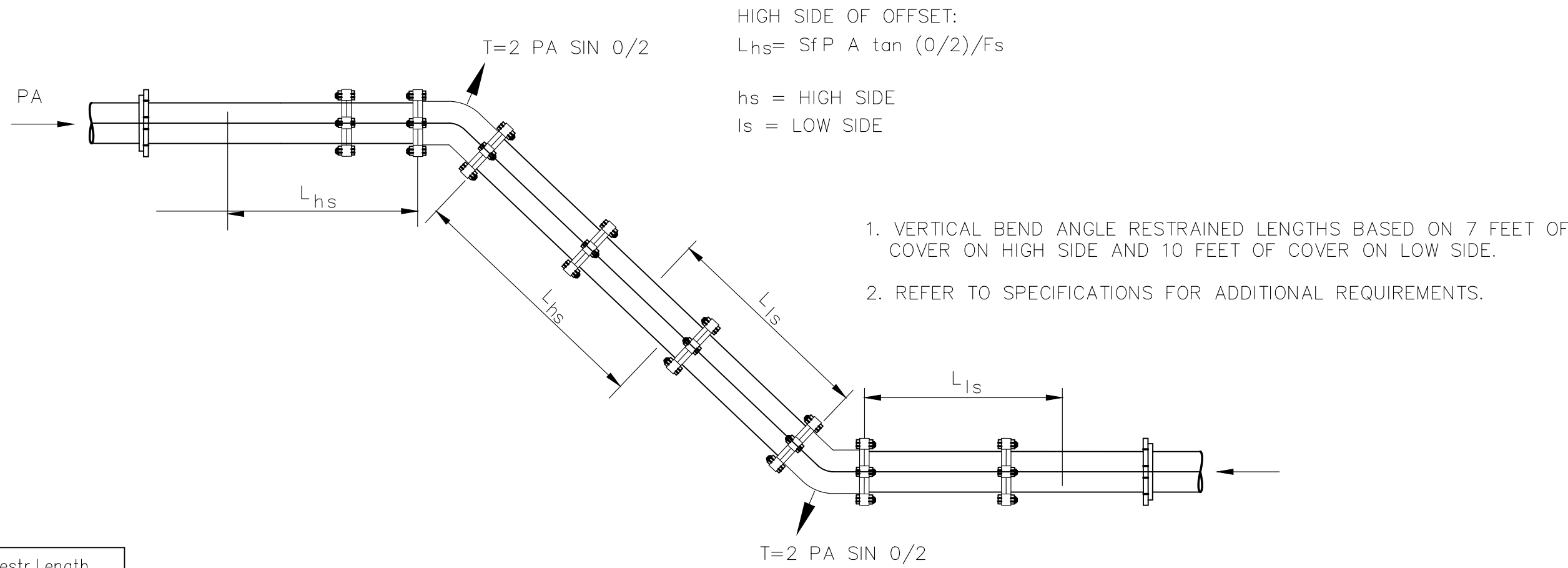
THRUST RESTRAINT REQUIREMENTS FOR 8" D.I. PIPE

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

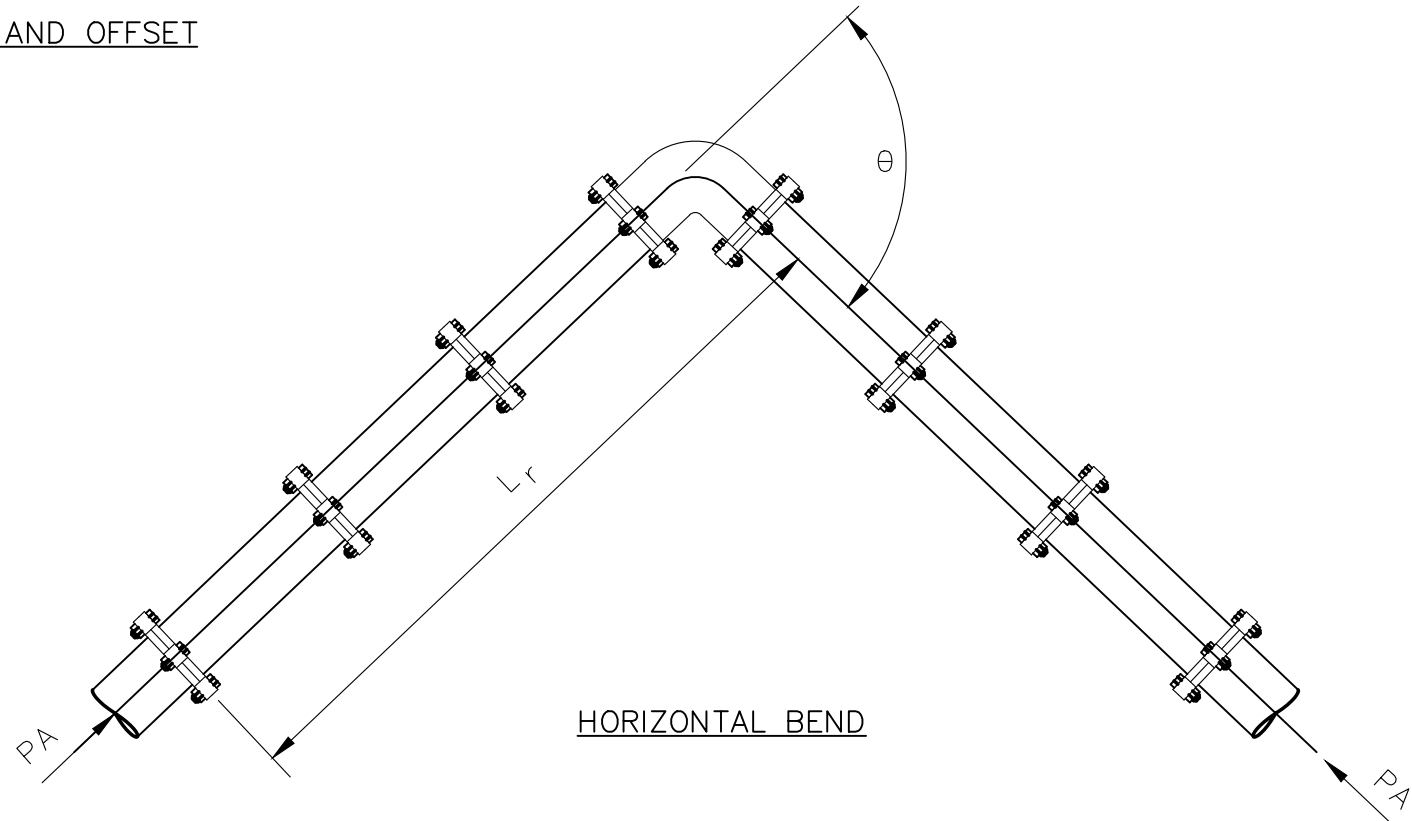
Vertical Bend Angle	Restr.Length High Side (ft)*	Restr.Length Low Side (ft)*
11.25	3 (3*)	1 (1*)
22.5	6 (5*)	2 (2*)
45	12 (10*)	4 (4*)

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.

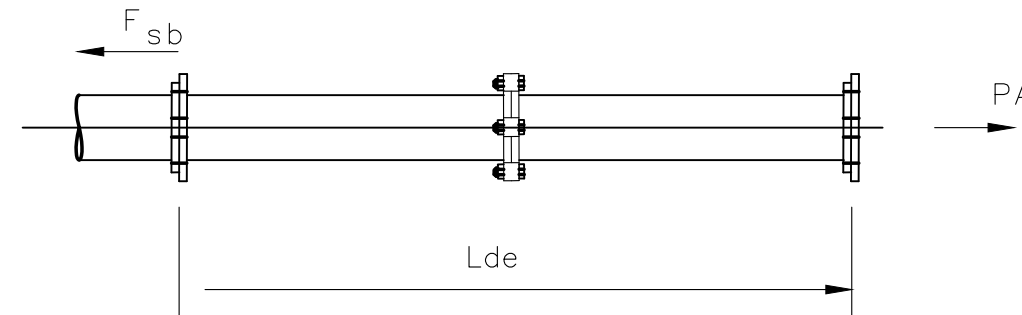


VERTICAL DOWN BEND AND OFFSET



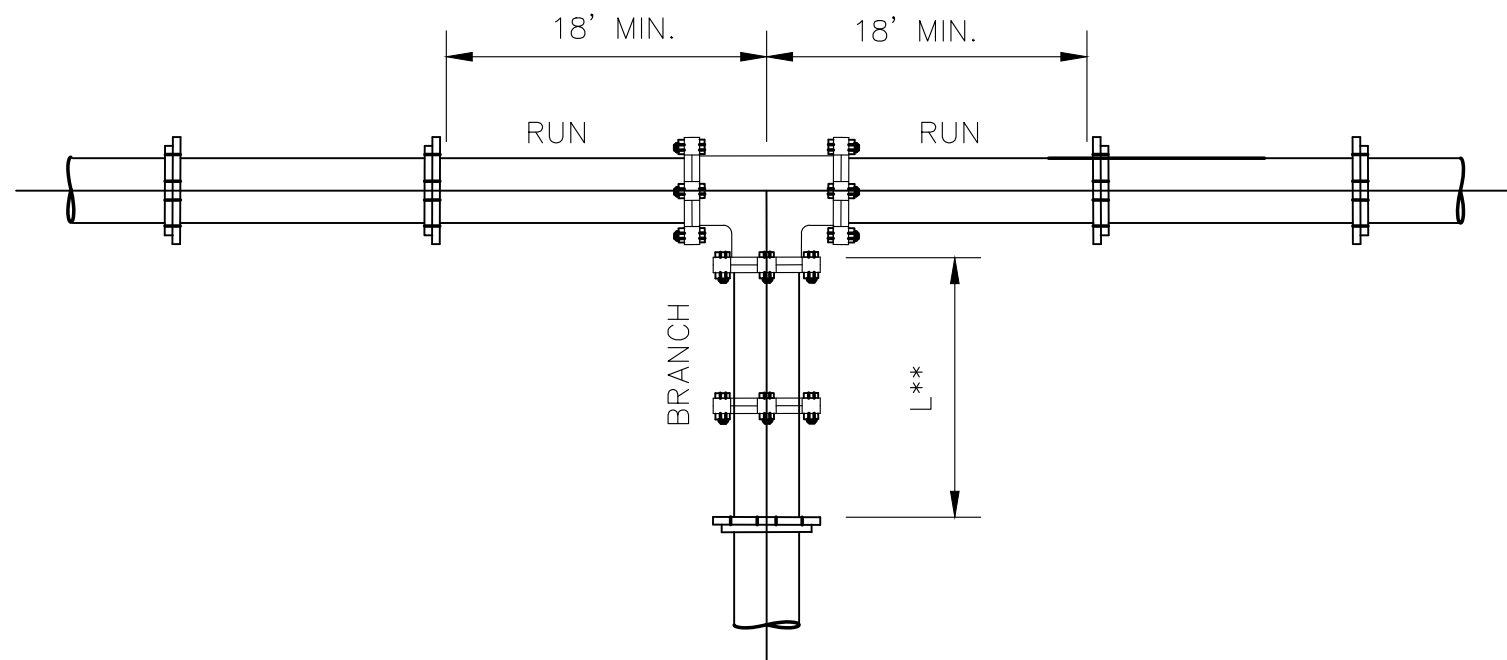
HORIZONTAL BEND

MEGALUG THRUST RESTRAINT DETAILS



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

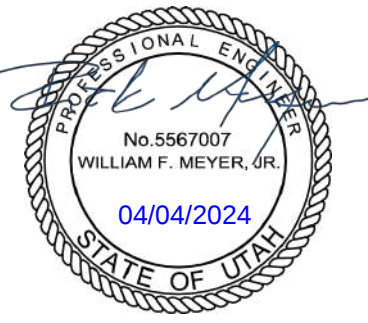
DEAD END



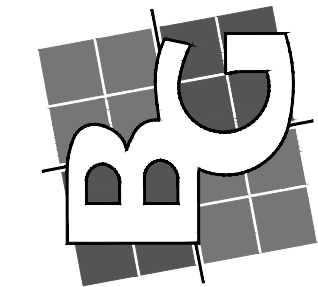
8"Ø TEE WITH 8"Ø BRANCH SIZE TO BE RESTRAINED FOR 1(1*) FOOT FOR DI PIPE.

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

TEE



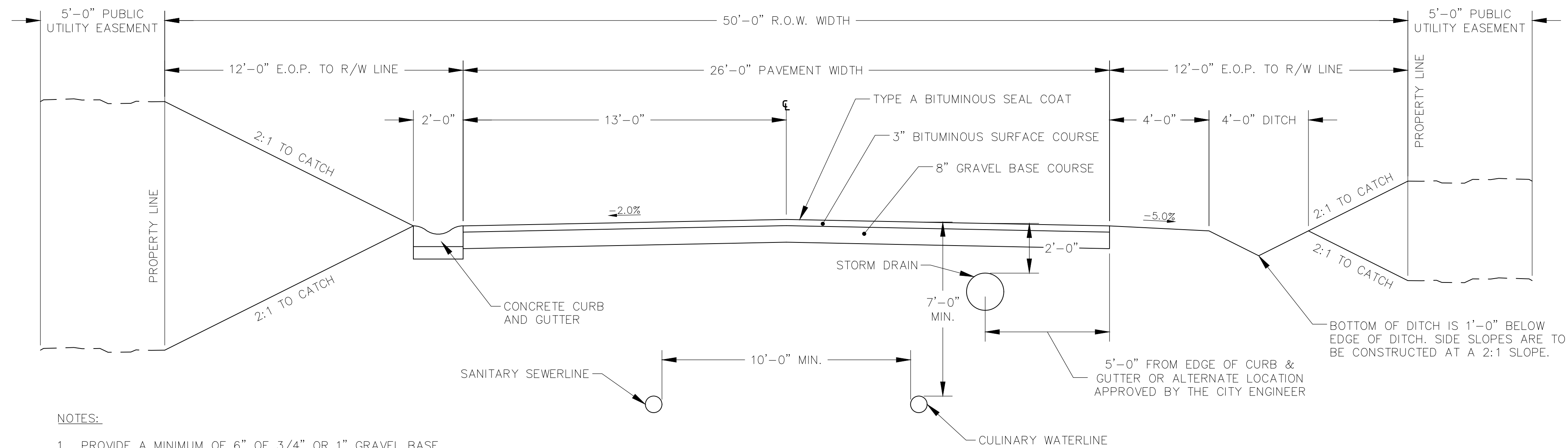
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com



DATE: APRIL 2024
DRAWN: CBW
APPROVED: WFM
SCALE: NTS
JOB NO. 231008

DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

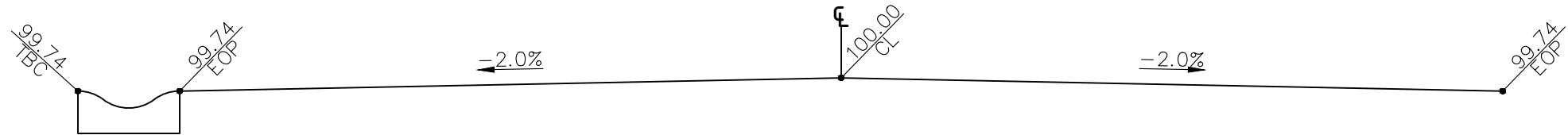
SHEET 9 OF 11
SHEETS
FILE: 231008



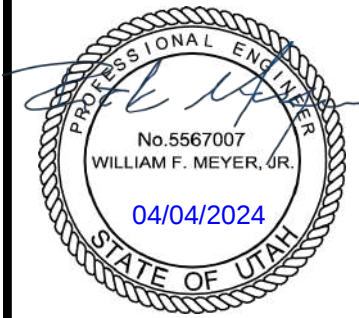
NOTES:

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.

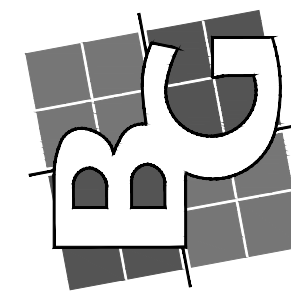
STANDARD ROADWAY SECTION



ELEVATION DIFFERENCE FOR TYPICAL ROAD SECTION



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DETAILS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET
11 OF 11
SHEETS
FILE: 231008

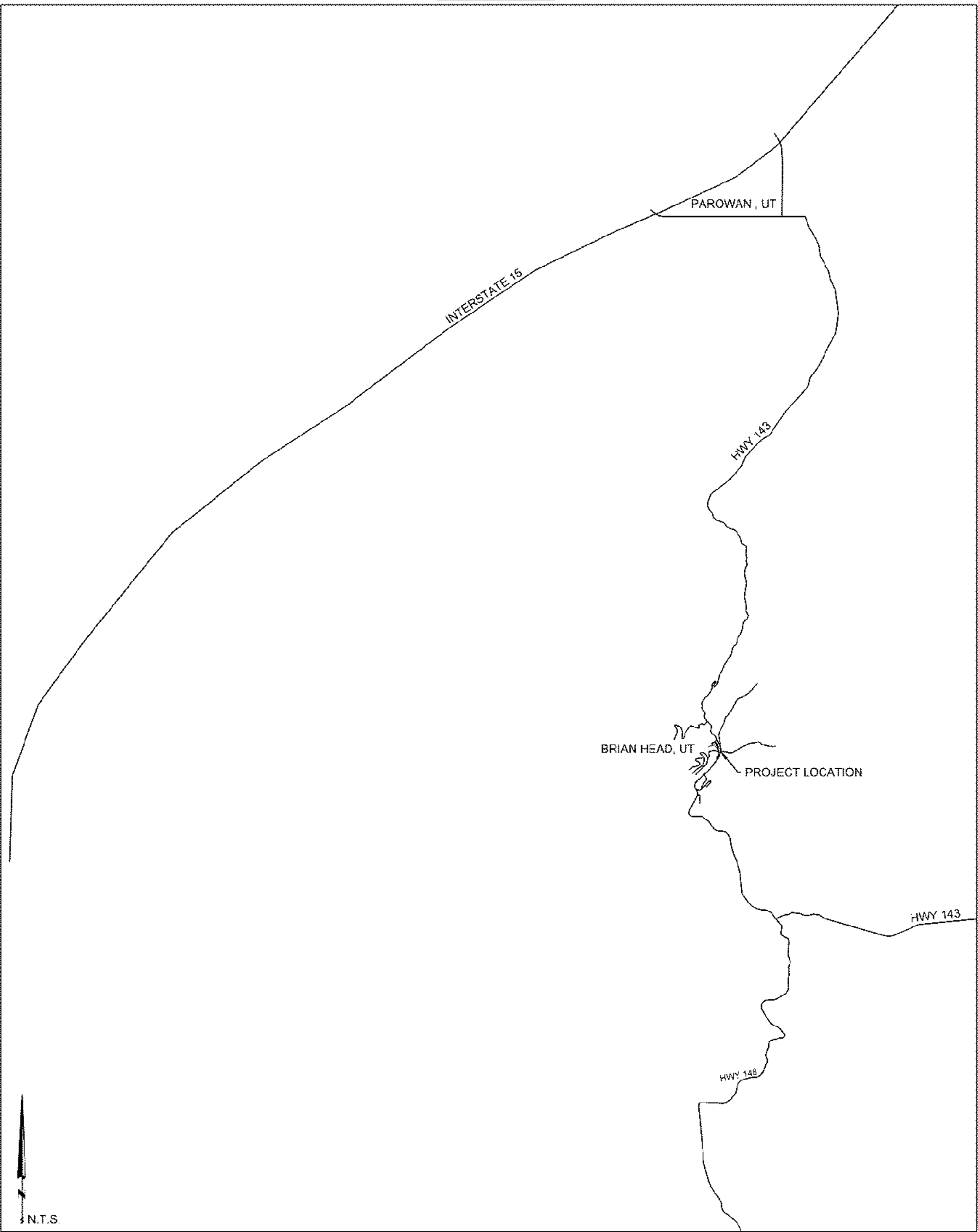
B&G PROJECT NUMBER 231008

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 'I' 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:

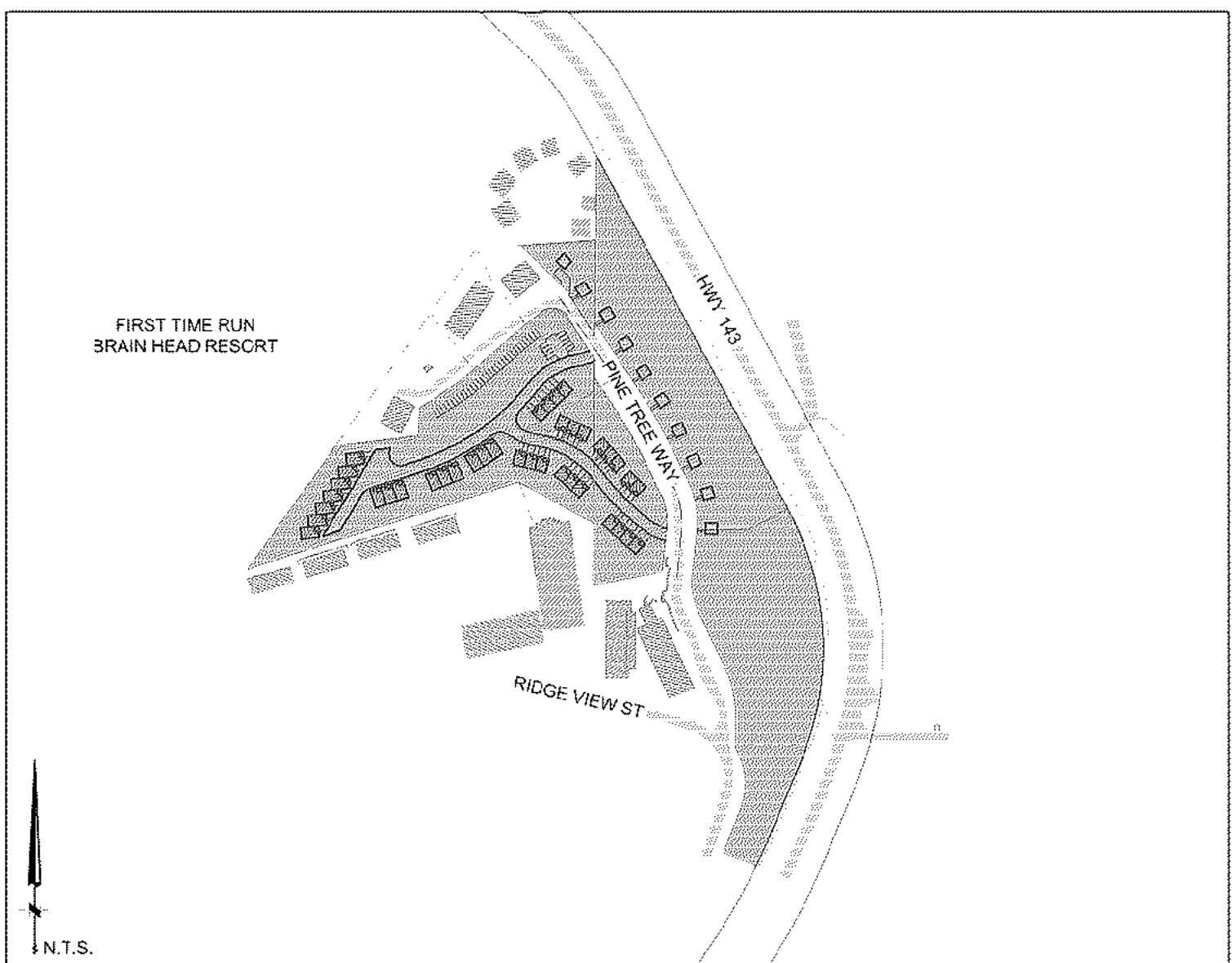
EARTH MOVING ACTIVITIES:

- 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

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

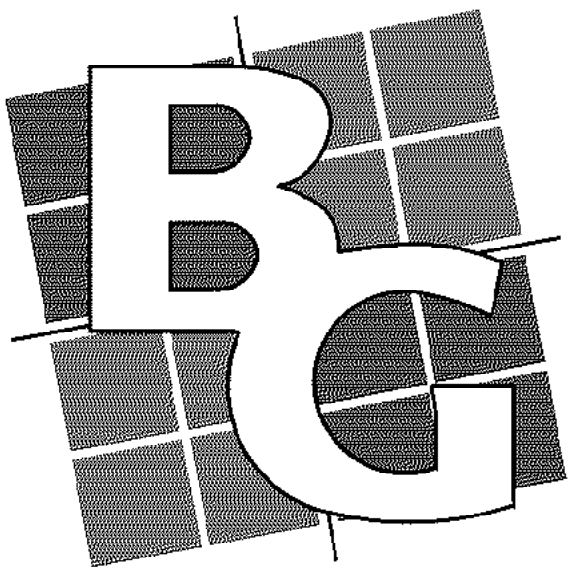


OWNER / DEVELOPER

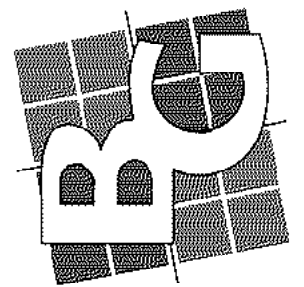
AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelseac@ammildevelopment.com
(774) 454-9404
5725 S. VALLEY VIEW BLVD
LAS VEGAS, NV 89118

ENGINEERING CONTACT

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



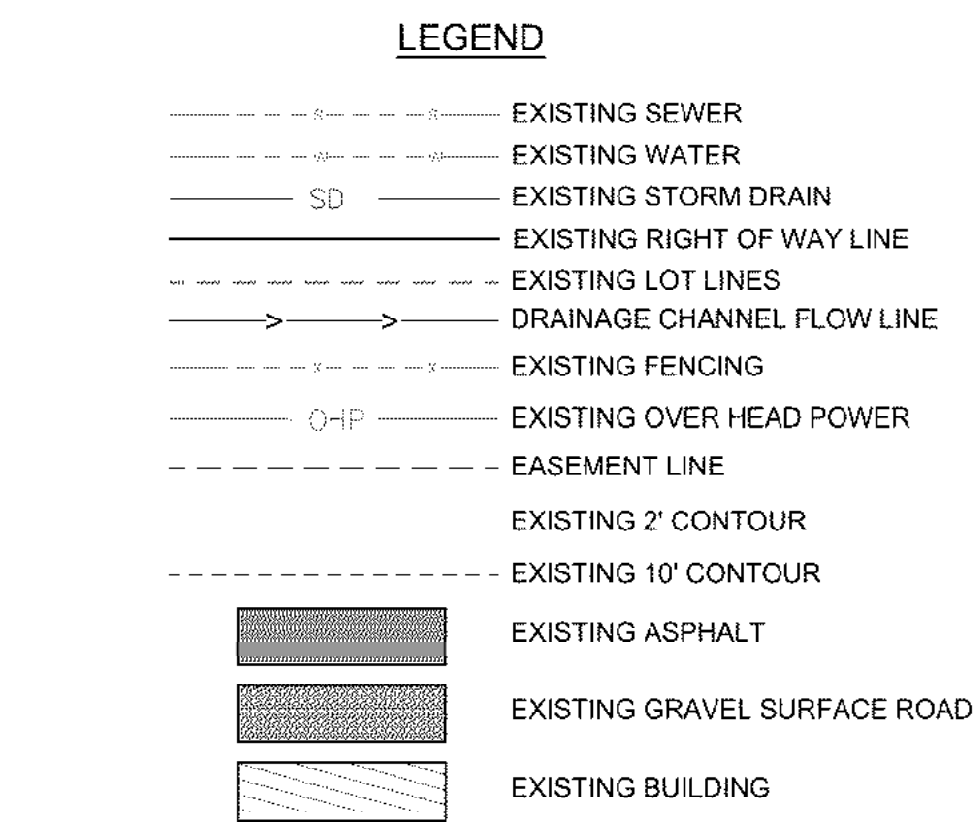
BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors



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: 231008-231008.dwg



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

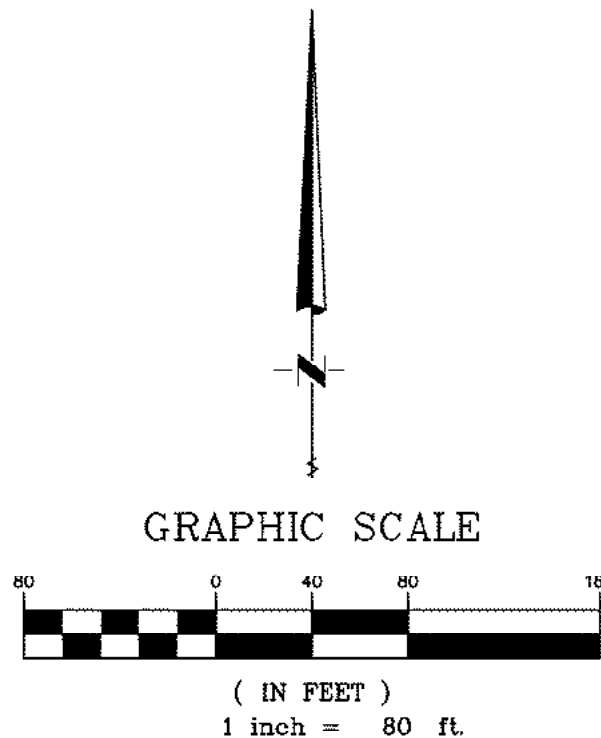
ENGINEERING CONTACT
BUSH AND GUDGELL, INC.
205 EAST TABERNACLE #4
ST GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

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BLUE STAKES LOCATION CENTER (BULAD)



DATE: SEPT 2023
DRAWN: CBW
APPROVED: WFM
SCALE: 1" = 80'
JOB NO. 231008

SHEET
2 OF 4
SHEETS

FILE: 2018-09-07-10-10 PM REVIEW



LEGEND

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

SLOPE LEGEND

- 0% TO 9.999% SLOPE RANGE
- 10% TO 24.999% SLOPE RANGE
- 25% TO 39.999% SLOPE RANGE
- 40% TO 1000% SLOPE RANGE

OWNER / DEVELOPER

AMMIL DEVELOPMENT LLC
CHELSEA CURCURI
chelsea@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

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**Call
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1-800-662-4111
BLUE STAKES LOCATE CENTER (UTAH)



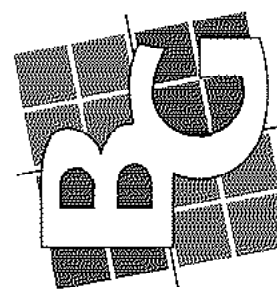
GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

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DATE: SEPT 2023
DRAWN: CEW
APPROVED: WTM
SCALE: 1" = 80'
JOB NO. 231008

SLOPE ANALYSIS
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET
3 OF 4
SHEETS

FILE: 231008.dwg

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

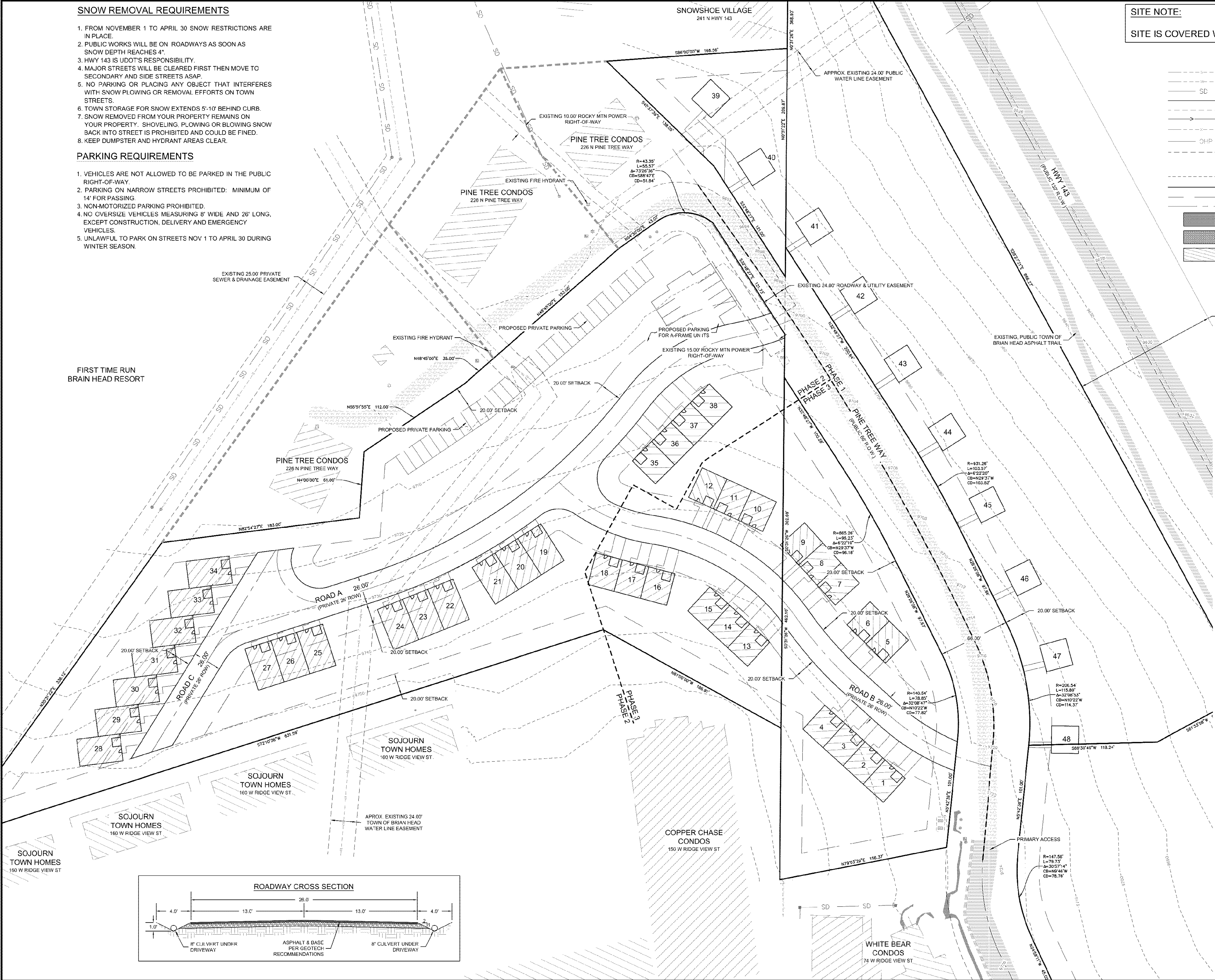
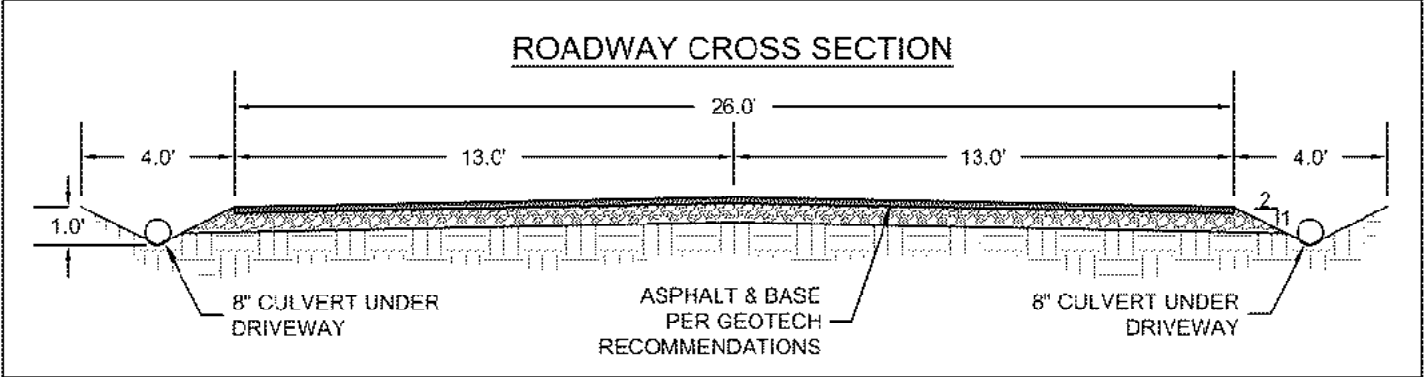
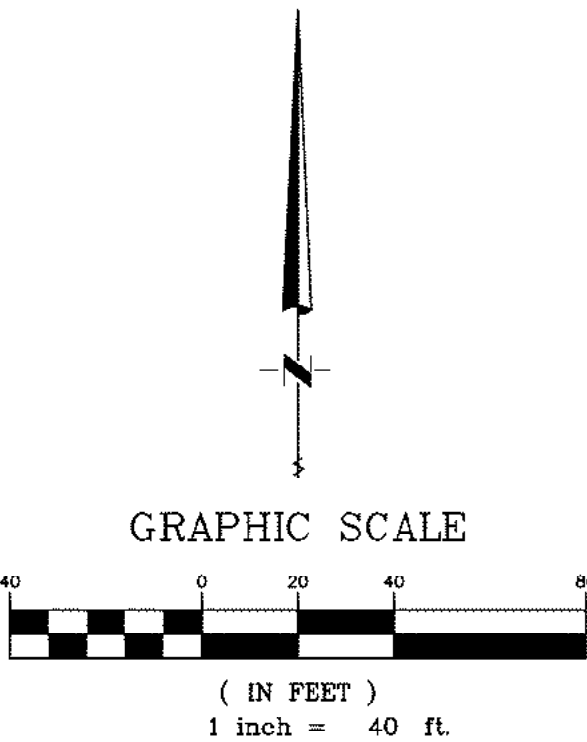
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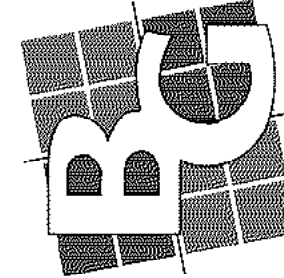
ENGINEERING CONTACT

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205 EAST TABERNAACLE #4
ST. GEORGE, UT 84770
RICK MEYER - PROJECT MANAGER
(435)-673-2337

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BLUE STAKES LOCATE CENTER (RTM)



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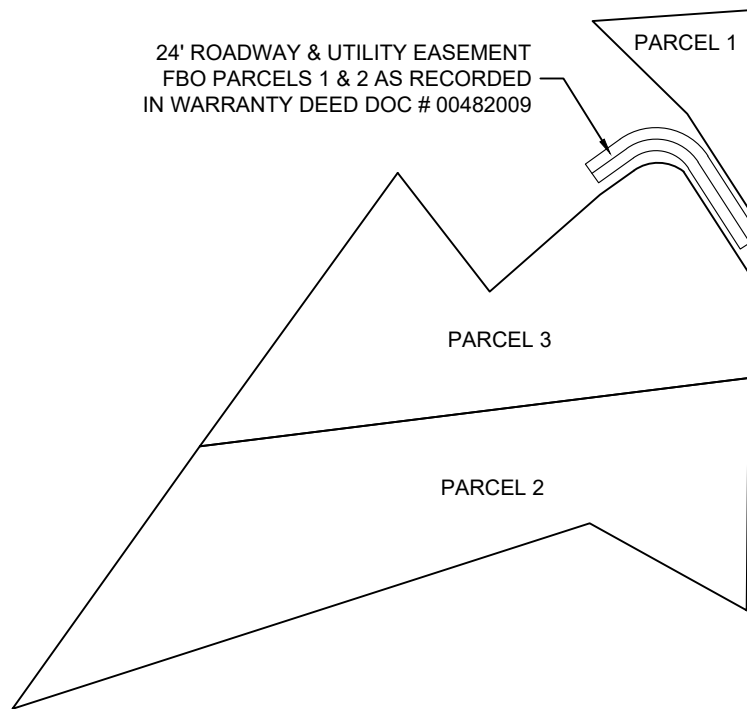


DATE: SEPT 2023
DRAWN: CEW
APPROVED: WTM
SCALE: 1" = 40'
JOB NO: 231008

SCHEMATIC SITE PLAN
HIDDEN SPRINGS
BRIAN HEAD, UTAH

SHEET 4 OF 4

FILE: 231008.dwg



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

EASEMENT
HIDDEN SPRINGS
BRIAN HEAD, UTAH



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

Recording Requested by:
First American Title Insurance Agency, LLC
365 South Main
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.

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



00482009 Bk00926 Pg00209

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 subdivision 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 to terms of this Agreement. The Town agrees that it will be bound by this Agreement upon completion of the annexation process as set forth in State Code and in the Town Code for all portions of Aspen Meadow that are to be annexed into the Town.

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 Curcru. 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 **Aspen Meadows**, 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

[illegible]

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.



Lester Ross <lesterross@bhtown.utah.gov>

Fwd: Pine Tree Way subdivision

2 messages

Nancy Leigh <nleigh@bhtown.utah.gov>
To: Lester Ross <lesterross@bhtown.utah.gov>

Thu, May 9, 2024 at 11:24 AM

Sent from my iPhone

Begin forwarded message:

From: kwilcox0314@gmail.com
Date: May 9, 2024 at 11:50:05 AM AST
To: nleigh@bhtown.utah.gov
Subject: Pine Tree Way subdivision

Brian Head town clerk,

I received a letter that there is subdivision proposal on (Pine Tree Way). Is there an environmental impact study for this area? If there is, what are the plans to create a habitat similar to the habitat that is going to be devastated. Have we calculated what the loss will do the native ecosystem living in this area?

We live in an alpine, dark sky country. What are we doing to protect our area from becoming a Los Angeles of the mountains?

Thank you,

Katie J. Wilcox, Owner

A Natural Cleaning Company, LLC

702.371.1324

<mailto:Katie.Wilcox@anaturalcleaning.com>
Katie.Wilcox@anaturalcleaning.com

www.anaturalcleaning.com

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 **winmail.dat**
13K

Bret Howser <bhowser@bhtown.utah.gov>
To: Lester Ross <lesterross@bhtown.utah.gov>

Thu, May 9, 2024 at 3:17 PM

Lester, see attached letter in response to notice given on Pine Tree Way Condos

----- Forwarded message -----

From: **amanda hudecek** <speedhudecek@yahoo.com>
Date: Thu, May 9, 2024 at 2:40 PM
Subject: Fw: Fwd: Pine Tree Way subdivision
To: bhowser@bhtown.utah.gov <bhowser@bhtown.utah.gov>

[Yahoo Mail: Search, Organize, Conquer](#)

[Quoted text hidden]

2 attachments



Lester Ross <lesterross@bhtown.utah.gov>

Fwd: Application for Preliminary Plat for Hldden Springs Subdivision on Pinetree Way Submitted to Brian Head Planning Commisioin for Meeting on May 21, 2024

1 message

Nancy Leigh <nleigh@bhtown.utah.gov>
To: Lester Ross <lesterross@bhtown.utah.gov>

Wed, May 15, 2024 at 10:33 AM

Sent from my iPhone

Begin forwarded message:

From: Kay Wheeler <kaymwheeler@gmail.com>

Date: May 14, 2024 at 7:18:39 PM AST

To: Nancy Leigh <nleigh@bhtown.utah.gov>

Subject: Application for Preliminary Plat for Hldden Springs Subdivision on Pinetree Way Submitted to Brian Head Planning Commisioin for Meeting on May 21, 2024

Nancy, please forward the following input and questions to the Brian Head Planning Commission regarding the proposed Hldden Springs Development:

- - What is the proposed timeline for construction on phases 1, 2 and 3?
- - What is the grading timeline for phases 1, 2 and 3? Will grading be allowed at the same time for all phases of construction?
- - How will conservation of existing vegetation be promoted by the developer?
- - What are the steps that the developer will take in all phases of construction to mitigate noise, dust and other potential concerns? We homeowners at Pinetree Condos are concerned with potential safety issues, especially in emergency situations, during construction and post construction. Pinetree Way is our only road to access our condos and we are concerned about possible blockage of this road from construction vehicles as well as post construction personal vehicles parked on Pinetree Way in the winter ski season.

- - How will access be granted to cabins 38 and 39 as shown in phase 1 on the proposed plat? Is the proposed access through the Pinetree property adjacent to Pinetree Building A or through the existing Snowshoe Condos' asphalt road?
- - Are the proposed 30 private parking spaces designated for phase 1 construction located in the same parking area that Pinetree Condo residents have utilized by acquiescence since 1983? We, as Pinetree owners, want to use our parking in the same fashion that we have used since each of us purchased our property.

We respectfully request that these questions/concerns be addressed by the Planning Commission before approval/approval with conditions or denial of the application.

Sincerely,

Doug and Kay Wheeler/Owners
226 N Pinetree Way 3b
Brian Head, Utah

-



BRIAN HEAD

STAFF REPORT TO THE PLANNING COMMISSION

ITEM: GENERAL PLAN & ZONING AMENDMENTS

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: May 21, 2024
TYPE OF ITEM: Discussion

SUMMARY:

The Planning Commission will hold a public hearing and consider amendments to the General Plan and Zoning maps setting initial zoning for the pending annexation areas of Aspen Meadows and Brian Head Unit 3. The Commission may make an official recommendation to the Town Council.

BACKGROUND:

The Town is currently in the process of considering annexations for the Aspen Meadows and Brian Head Unit 3 areas. Public hearings are scheduled for Planning Commission on May 21 and at Town Council on May 28 to consider the annexation. Corresponding public hearings are scheduled on the same dates to amend the General Plan map to included these annexed areas and to set the initial zoning.

ANALYSIS:

Aspen Meadows has submitted the attached General Plan map for their 1700+ acres being annexed which is in alignment with their proposed master plan. Given the fact that zoning each parcel may only have one zone, and the parcels in question are quite large, it was difficult to settle on an initial zoning for these parcels. Following multiple conversations with the property owner, and a discussion with the Planning Commission, staff proposes creating a new zone – Annexed Transition – patterned after zone of the same name in Cedar City’s code. This zone essentially allows only what is currently developed on the property (grandfathered), plus a single-family home on lots over 5 acres and grazing. Any other use would require a zone change. Parcels with this zoning would also not be allowed to subdivide without changing zones at the same time. (see attachment for proposed AT Zone language)



Proposed Zoning Map for Aspen Meadows Annexation

Ultimately, the zoning will be adjusted when each parcel is subdivided, and total density is limited by the signed annexation agreement.

Brian Head Unit 3 annexation is much simpler. This neighborhood is already subdivided as single family lots, so we only need extend the low density residential zone on both the General Plan Map and the zoning map as follows:



Proposed General Plan & Zoning Map for BH Unit 3 Annexation

The annexation agreement with Aspen Meadows includes some additional allowances specifically for them, which is called in the agreement “Mountain Zoning”. Staff proposes incorporating these allowances in their zoning via an overlay district (see district boundary on the Aspen Meadows zoning map).

The proposed ordinance language for the zoning district is as follows:

9-7-12: Aspen Meadows Mountain Zoning Overlay District (MZOD)

- A. Purpose Statement: The purpose of the Aspen Meadows Mountain Zoning Overlay District is to guide development in the Aspen Meadows area consistent with the master plan contemplated in the Aspen Meadows Annexation & Development Agreement. This overlay district allows certain deviation from standards in underlying zones in exchange for guarantees to the Town included in the annexation and development agreement.*
- B. District Locational Criteria: The Aspen Meadows Mountain Zoning Overlay District will be identified on the Zone District Map as prescribed in Chapter 6 of this title.*
- C. Eligibility for District: All applicants proposing development of properties located entirely within the Aspen Meadows Mountain Zoning Overlay District boundary are eligible for allowances under this section.*
- D. In addition to the allowances in the underlying zones, the following allowances and restrictions are made:*
 - a. Single Family Residential Zone*

- i. *Conditional Uses – Mother-in-law/guest house accessory use not to exceed 2,500 square feet*
 - ii. *Physical Restrictions*
 - 1. *Maximum Height - Thirty-five (35') with town requirement, acknowledgment and notary of a required Bonus Request Statement.*
 - 2. *Maximum Building Coverage - Each individual building lot in Aspen Meadows is made up of three (3) zones; the development envelope zone, the driveway corridor zone and the natural open space zone. Building coverage is measured by total site coverage which cannot exceed 20% of the total individual lot size measured in square feet and as identified within the Aspen Meadows development envelope zone only per individual lot.*
 - 3. *Driveways - Minimum Five (5') set back from side corners at road frontage of all driveway edging, pavement or other surface materials. Minimum width allowed twelve feet (12').*
- b. *Village Commercial Zone*
 - i. *Physical Restrictions*
 - 1. *Maximum Height - Additional heights may be applied for taking into account, design, uses, massing, stepping, commercial and residential mix & ceiling heights such as found within an anchor hotel. This condition applies to only one of the two envisioned Villages, being the Art Village for Aspen Meadows.*
- c. *Recreation Open Space Zone*
 - i. *Uses*
 - 1. *Outfitter Cabins, Ski Lodges and other resort-planned support buildings may exceed 1,500 SF in size, per Development Agreement.*
 - 2. *Horse boarding is allowed*
 - 3. *Permitted accessory uses - Detached or attached single-family residence used only for the use of ranch /outfitter caretaker, watchman or similar employee of a permitted use, when located upon the same site as said permitted use.*
- d. *Design Standards*
 - i. *Use of storage or metal cargo containers for either permanent or temporary residential use is not allowed within Aspen Meadows. Tents, yurts, temporary structures or storage needs allowed for use only by the declarant for planned resort amenity site specific uses and development purposes such as planned events, on-hill skier-hubs, field office use or storage of materials on site.*
 - ii. *Perimeter fencing allowed throughout Aspen Meadows development and its boundaries for purposes of providing security, controlled access points and ongoing monitoring and prevention of unauthorized access onto property. All public access points to be controlled, marked and designated for hiking and mountain bike access only into and out of property together with controlled main public road access points. For fencing standards allowed within Aspen Meadows, refer to the Aspen Meadows Design and Development Guidelines.*

STAFF RECOMMENDATION:

Staff recommends the changes contained in the body of this report.

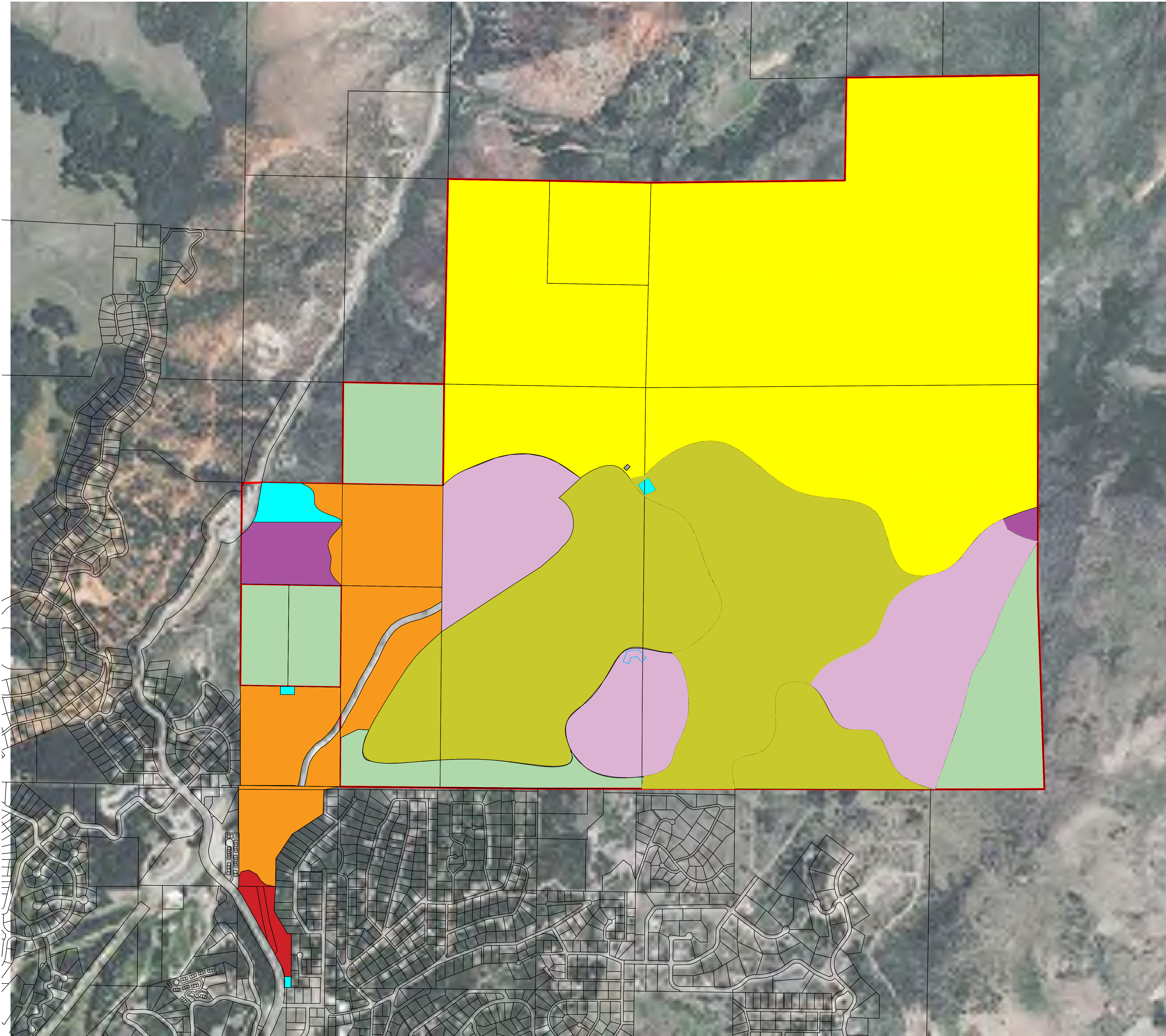
PROPOSED MOTION:

I move to recommend to the Town Council that the General Plan Map be amended to include the Aspen Meadows and Brian Head Unit 3 annexations as presented, that initial zoning for parcels and lots included in the Aspen Meadows and Brian Head Unit 3 annexations be set as presented by staff, and that Chapter 7 of the Land Management Code be amended to establish the Aspen Meadows Mountain Zoning Overlay District and the Annexed Transition Zone as presented.

ATTACHMENTS:

A - Proposed Aspen Meadows General Plan Map

B - Annexed Transition Zone proposed LMC language



Ski Lifts - Existing

Water Protection Zones

Parcels

Brian Head Town Boundary

Brian Head Land Use

HDR - High Density Residential

LDR - Low Density Residential

GC - General Commercial

VC - Village Commercial

CV - Civic

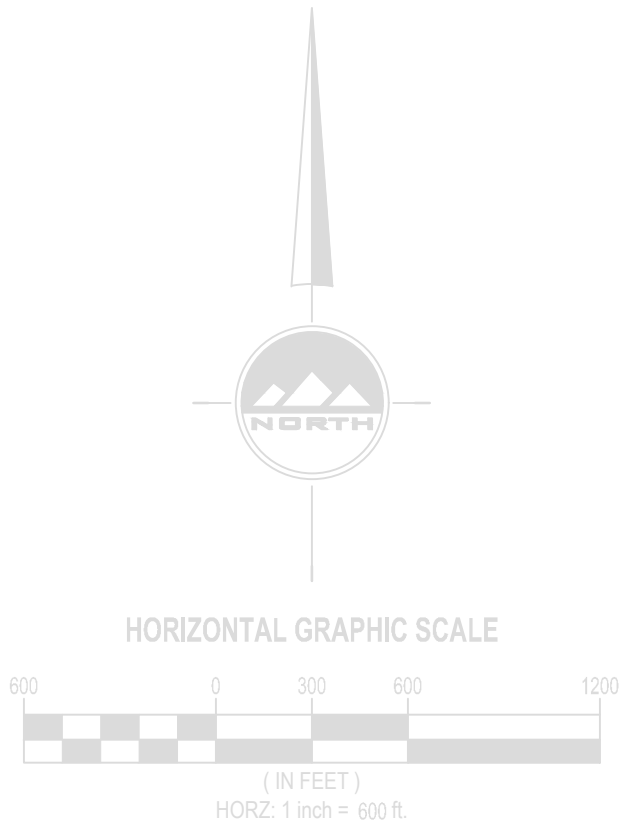
I - Light Industrial

ROS - Recreation Open Space

COS - Conservation Open Space

MEDIUM DENSITY RESIDENTIAL

ASPEN MEADOWS MASTER PLAN IS SUBJECT TO CHANGE WITHOUT NOTICE. INFORMATION CONTAINED HEREIN IS BASED UPON CURRENT MASTER DEVELOPMENT PLANS FOR ASPEN MEADOWS - A MASTER-PLANNED, SKI-IN/SKI-OUT MOUNTAIN RESORT COMMUNITY AND SUBJECT TO CHANGE WITHOUT PRIOR NOTICE, INCLUDING PHASING, PRICING, AND LOT SIZE, OR SQUARE FOOT MEASUREMENTS, ARE AN ESTIMATE ONLY. SKI LIFT DESIGNS, SKI TRAIL DESIGNS, SKI BRIDGES, AND RESORT INTERCONNECT LIFTS SUBJECT TO CHANGE AND APPROVALS BY UDOT, USFS, BRIAN HEAD TOWN.



EN SIGN

THE STANDARD IN ENGINEERING

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GARDNER PLUMB, L.C.
ONE UTAH CENTER SUITE 2000
SALT LAKE CITY, UTAH 84111

CONTACT:
A. FLINT DECKER
PHONE: 435.901.2500

ASPEN MEADOWS
GENREAL PLAN

PER ANNEXATION AND DEVELOPMENT AGREEMENT (DRAFT)

BRIAN HEAD, UTAH

GENERAL PLAN
PER ANNEXATION
AGREEMENT (DRAFT)

PROJECT NUMBER
10752

PRINT DATE
05/10/2024

PROJECT MANAGER
CLN

DESIGNED BY
JTN

GP-1

Annexed Transition Zone

1. Objectives and Characteristics: The AT (Annexed Transition) zone is intended as a holding zone for newly annexed areas where the future land use is not determined at the time of annexation. It is further intended to retain and protect properties for future development which are undeveloped or underdeveloped and do not have adequate facilities developed, such as sanitary sewer, water, drainage, and streets. The zone allows for the continuation of legally established (pre-existing non-conforming) uses and the establishment of uses compatible with the General Plan designation and zone criteria.

The zone is appropriate in areas designated in the General Plan for future residential development (RPA-4, RPA-6), or to protect lands intended for future commercial, industrial or public uses.

2. Permitted Uses: The following uses, when developed under the applicable development standards in this zoning ordinance, are permitted in the AT zone:
 1. Lawful uses existing on a property at the time of the effective date of this zone.
 2. Animal grazing, limited to horses, cattle, sheep, and goats and including their supplementary feeding, providing such grazing is not a part of, nor conducted in conjunction with any dairy, livestock feed yard, livestock sales yard or commercial riding academy located on the premises.
 3. Single-family dwellings on tracts of land which contain five acres or more. No more than one such dwelling shall be permitted on one lot regardless of the size of the lot.
3. Lot Area Requirements: Property in this zone shall remain the same size or lot area as it existed at the time of annexation. There is no minimum or maximum lot size for this zone. Pre-existing legally created lots of record that exist at the time of annexation will be recognized by the Town for purposes of sale. Subdivision of property is not permitted in this zone. The property must be re-zoned to allow further subdivision.
4. Lot Width Requirements: Same as Lot Area Requirements above.
5. Physical Restrictions:
 1. Same as R-1 Residential Zone



AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: May 21, 2024
TYPE OF ITEM: Legislative Recommendation

SUMMARY:

The Planning Commission will make an official recommendation to the Town Council regarding proposed annexations for Aspen Meadows and Brian Head Unit 3.

BACKGROUND:

During 2022 and 2023, the Town engaged with Gardner Plumb LLC which owns 1,700+ acres to the northeast of Brian Head Town, currently unincorporated, in a negotiation for a potential annexation and development agreement. This agreement was adopted by the Town Council in December 2023, following a positive recommendation from the Planning Commission in November 2023.

Since that time, Aspen Meadows submitted an official petition to the Town for annexation. Staff has been working with the Town Attorney, Iron County, and the applicant to meet the legal steps for annexation, and that process has culminated in the public hearings scheduled for Planning Commission on May 21, 2024, and in Town Council on May 28, 2024. The Planning Commission is required to make an official recommendation regarding annexation, and the Town Council will make the final decision.

At approximately the same time that Aspen Meadows petitioned for annexation earlier this year, a group of sponsors representing nine lots in the Brian Head Unit 3 subdivision petitioned for annexation as well. Staff has run the annexation processes for these two petitions concurrently. Public hearings have been set for this annexation as well on the 21st and 28th.

ANALYSIS:

Much analysis has been done on the Aspen Meadows annexation over the past 2+ years, and the Planning Commission has reviewed this information several times. Staff has no additional analysis to add to the body of reports that already exist, except to say that in our estimation the legal process for official annexation has been satisfied to this point.

The nine lots in Brian Head Unit 3 are in a subdivision which is already half incorporated. Bringing infrastructure to bear within that subdivision has been a difficult proposition over the years due to the fact that some of the lots don't pay taxes in Town. This annexation would resolve those issues and pave the way for Special Assessment areas that will bring much needed infrastructure development. The 9 lots do not represent a significant draw on the Town's existing water rights, water sources or tanks, sewer treatment capacity etc. Public Safety services are already being provided for these lots, and since the lots already exist, there's not really an added burden on traffic. Staff sees no significant drawback to annexing these lots that would outweigh the potential benefits.

STAFF RECOMMENDATION:

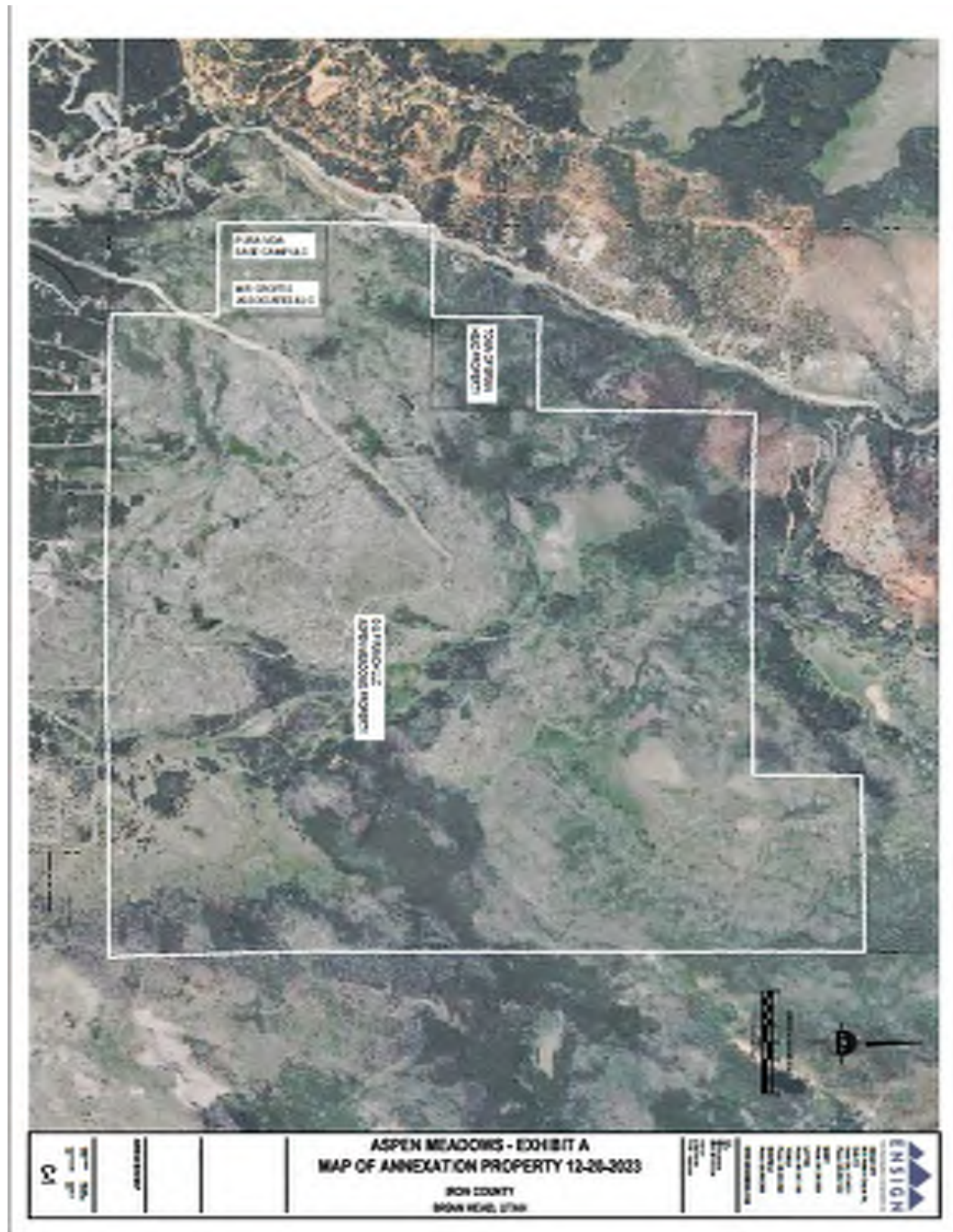
Staff recommends annexation of both Brian Head Unit 3 as well as Aspen Meadows as requested by petitioners and in accordance with the annexation and development agreements previously entered into by the Town.

PROPOSED MOTION:

I move to recommend to the Town Council that Aspen Meadows and Brian Head Unit 3 be annexed and incorporated into Brian Head Town as proposed.

ATTACHMENTS:

- A – Proposed Aspen Meadows Annexation Map
- B – Proposed Brian Head Unit 3 Annexation Map

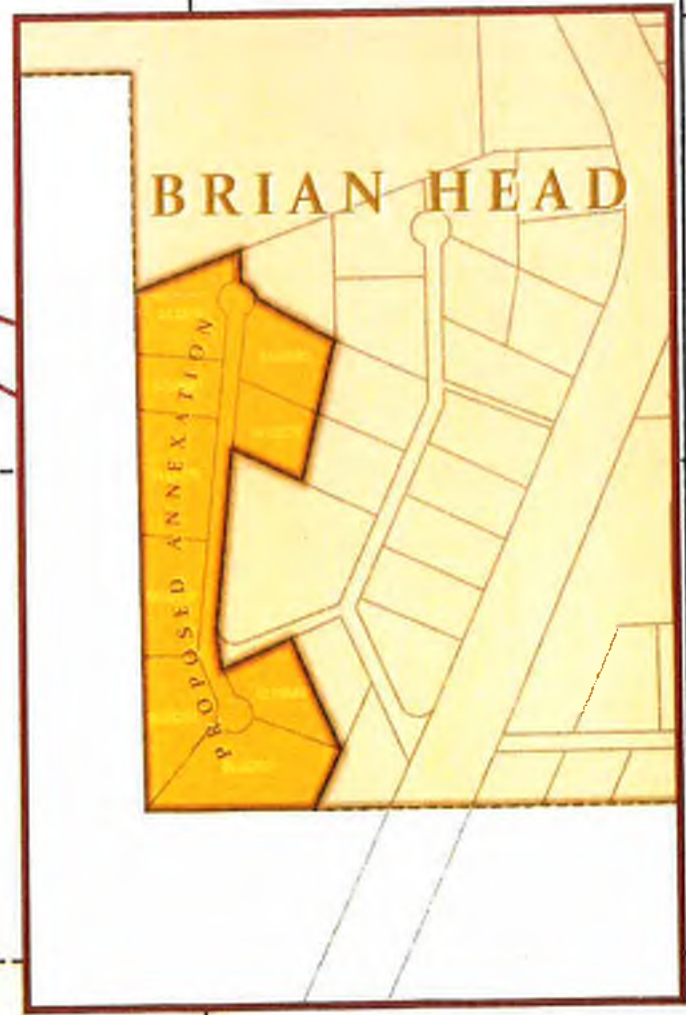


**BRIAN HEAD
ANNEXATION PROPOSAL**

BRIAN HEAD

BRIAN HEAD

PROPOSED ANNEXATION





STAFF REPORT TO THE TOWN COUNCIL

ITEM: BUILDING DESIGN STANDARDS

AUTHOR: Bret Howser
DEPARTMENT: Administration
DATE: May 21, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

The Planning Commission will hold a public hearing 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:

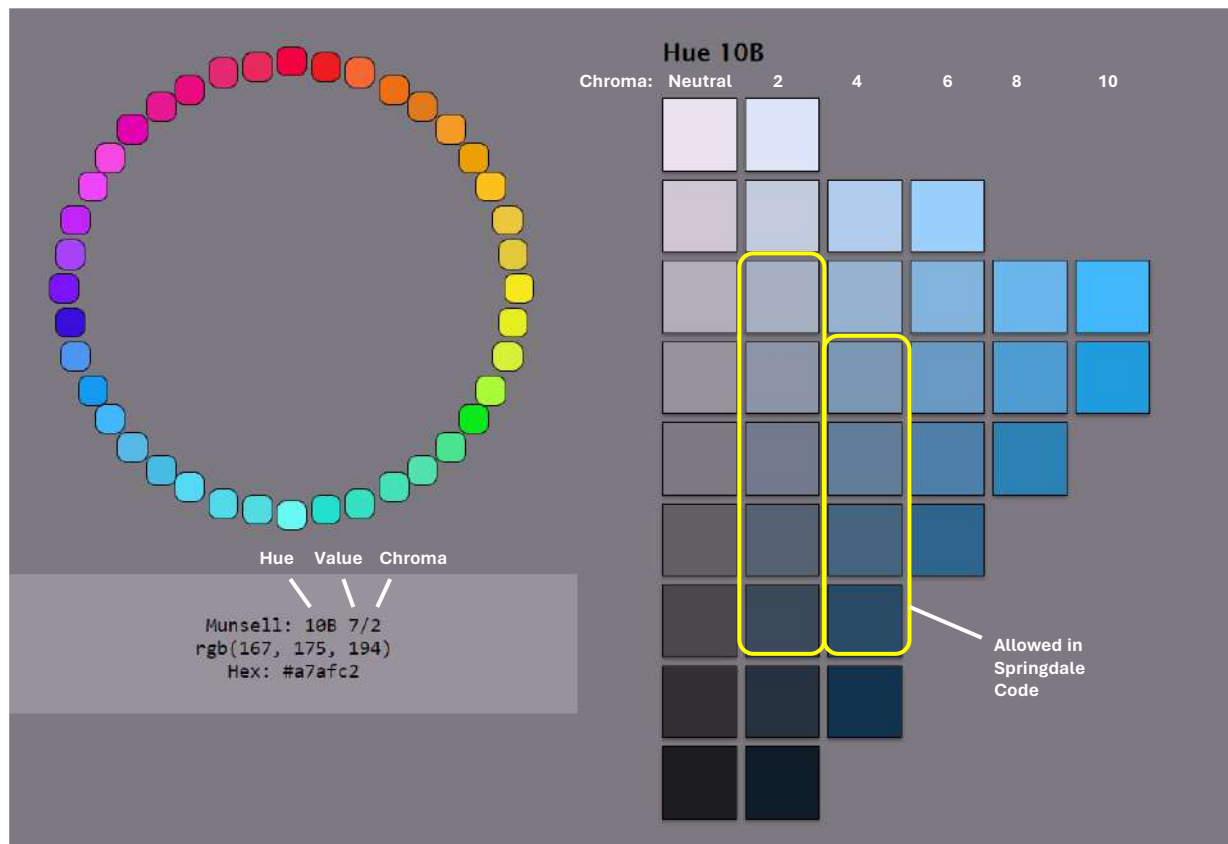
- Park City basically doesn't regulate color except for roofing
- Ivins has subjective language that only applies to R3:
 - "Colors or materials shall not be excessive in their contrast with each other or the natural surroundings. Other subtle "accent" colors are encouraged."
- Springdale restricts to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

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: LAND MANAGEMENT CODE CHANGE SNOW STORAGE**

AUTHOR: Lester Ross
DEPARTMENT: Admin
DATE: May 21, 2024
TYPE OF ITEM: Legislative Action

SUMMARY:

The Planning Commission will hold a public hearing and make a recommendation to the Town Council to change the current snow storage requirements in Title 9 chapter 12 section 15 K of the Land Management code.

BACKGROUND:

During past Planning Commission there has been concerns brought up about the current snow storage requirements in the Land Management code. The current requirements state the following.

K. Snow Storage: All parking lots, sidewalks and other hard surface areas requiring snow removal shall provide twenty percent (20%) additional area to accommodate snow storage (15 percent for parking with snow melting equipment). Snow storage shall be provided on the subject property within the parking lot, adjacent landscaping or other area that allows for safe snow storage without damage to the structures or landscaping.

It has been the opinion of the commission that on an average snow year the 20% requirement is not adequate for the snow storage needs of Brian Head. It was also felt that there need to be some language added to the code about the Landscaping requirements of the snow storage areas.

On May 7, 2024, the Planning commission held a discussion about the Snow storage requirements. In the discussion the commission directed staff to increase the snow storage to 25% for all zones except R 1 Single family residential.

ANALYSIS:

The standards for calculating snow storage very depending on your environment. It is recommended that in heavy snow areas that you use between 15% to 30% of the snow removal area for snow storage. In looking and other Towns and City's Snow storage requirements were.

- Park City Utah 15%
- Veal Colorado 30% with 15% if heated
- Tahoe California 20%
- Anchorage Alaska 20%

Most of the Town and the City's that I checked just had that adequate snow storage is required. Tahoe had a extensive snow storage flyer that I have attached on how to design snow storage.

At the Towns current standard of 20% on the minimum driveway width of 16 feet you would need 3 feet 2 inches of snow storage along the edge of the driveway. If you increase that storage requirement to 30% than on a 16-foot driveway you would need 4 foot 9 inches. The numbers would increase as the parking and driveway area gets bigger.

For the landscaping requirements of the snow storage area most cities and towns do not address it at all. And the ones that do state that landscaping need to be salt resistant and need to meet state and federal stormwater protection guidelines.

STAFF RECOMMENDATION:

Recommends a favorable recommendation to Town Council to update the Snow storage requirements to 25% in all zones with an exception for R-1 single-family residential will be 20% and add the language and be salt resistant.

PROPOSED MOTION:

The Planning Commission can make a favorable or unfavorable recommendation or favorable with conditions to Town Council to update the Land Management Code Chapter 12 section 10 (B) Driveway Standards and Chapter 12 section 15 (K) Snow Storage.

Recommended Motion: I move to recommend approval for the proposed change to Chapter 12 section 10 (B) Driveway Standards section 15 (K) Snow Storage in the Land Management Code as presented by staff.

ATTACHMENTS:

- A. 9-12-10 B
- B. 9-12-15 K

9-12-10: Driveway:

B. Driveway Standards:

Standards	Residential Single-Family Dwelling (SFD)	Residential Multi-Family Dwelling	Commercial (all others)
Minimum width	16 Feet	20 Feet (4 or fewer units) (1) 24 Feet (5 or more units) (1)	20 Feet (one-way); 24 feet (two-way)
Maximum width at street line	24 feet	36 Feet	36 Feet
Maximum number of driveway accesses per lot	2 interior lot, 3 corners lot	2 interior lot , 3 corners lot	1 per each 200 feet of frontage (or fraction thereof)
Minimum Spacing	Local NA	Local 15 Feet (2)	Local 75 Feet
Between Driveway (6)	Private NA	Private 10 Feet (2,3)	NA
	Collector NA	Collector 75 Feet (4)	Collector 75 Feet
	Arterial 150 Feet (4)	Arterial 150 Feet (4)	Arterial 150 Feet
Minimum Spacing	Local 25 Feet	Local 25 Feet	Local 75 Feet
From Intersection	Collector 50 Feet (3)	Collector 100 Feet (4)	Collector 100 Feet
	Arterial 150 Feet (4)	Arterial 150 Feet (4)	Arterial 150 Feet
Minimum Spacing from Property Line (6)	NA	5 Feet (5)	10 Feet (5)
Driveway angle to street	45 degree – 90 degree	45 degree – 90 degree	70 degree – 90 degree
Snow Storage	20% additional area of driveway and walks (7) Maintain clear view at intersection	25% additional area of driveways and walks (7) Maintain clear view at intersection	25% additional aera of areas requiring snow removal (7) Maintain clear view at intersection

Drainage	May not drain to road surface	To approved storm drain collection system	To approved storm drain collection system
Retaining walls	May extend into public right of way with town staff approval	May extend into public right of way with town staff approval	May extend into public right of way with town staff approval

1. Driveways for individual units connected to a local or private road can be reduced to 16 feet.
2. Driveway Spacing between 2 units in the same building that share a common wall or property line between garage and/or parking area is not required or can be reduced. Driveways for other units in the same building will need to meet minimum spacing.
3. An administrative exemption may be granted based on lot shape and slope.
4. Driveways or private roads need to be designed to allow vehicles to turn around to prevent vehicles backing into roadways.
5. Driveway spacing is not required or can be reduced if rear loading garage or parking is used.
6. Excerpt where it is possible to provide one access point that will serve both adjacent properties with recorded access and maintenance agreement.
7. Snow storage shall be provided on the subject property within the parking lot, adjacent landscaping or other area that allows for safe snow storage without damage to the structures or landscaping **and be salt resistant**. Area less than 5 feet to property line or less than 5 feet to imaginary line between units on the same property cannot be counted for snow storage.

9-12-15: Parking:

K. Snow Storage: All parking lots, sidewalks and other hard surface areas requiring snow removal shall provide **twenty-five percent (25%)** additional area to accommodate snow storage (15 percent for parking with snow melting equipment). Snow storage shall be provided on the subject property within the parking lot, adjacent landscaping or other area that allows for safe snow storage without damage to the structures or landscaping **and be salt resistant**.

1. **Exception R-1 Single -Family Residential shall provide twenty percent (20%) additional area.**